

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

December 5, 2023

4:00 p.m. Closed Executive Session
4:30 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 EXECUTIVE SESSION - 4:00 P.M.

1. Strategy session to discuss the purchase, exchange, or lease of real property (Russ Funk, City Engineer)

II. WORK MEETING - 4:30 P.M.

1. Ground Lease and Parking Agreement for Performing Arts Center (Matt Brower, City Manager, Phil Jordan) - *25 min*
2. Fiscal Year 23-24 Budget - Evaluating Funding and Police Department Staffing (Jeremy Nelson, Deputy Police Chief, Sara Nagel, Finance Manager) - *25 min*
3. Discussion Regarding TCSSD Sewage Wheeling Fees (Russ Funk, City Engineer) - *25 min*

III. BREAK - 15 MIN

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

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

V. CONFLICT OF INTEREST DISCLOSURE:

VI. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for Candace Bufton receiving the 2023 Outstanding Administration Award from the Intermountain Chapter of AWWA (the American Water Works Association)
2. Mayor's Award for Officer Chandra Crosby for Outstanding Work and Going Above and Beyond her Job Duties
3. Mayor's Award for Public Works Crew: Jacob Anderson, Blake Walton, Cristian Payan, Kayden Davis, and Thomas Coleman for Outstanding Work and Expeditious Effort

VII. CONSENT AGENDA:

1. November 7, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2023-44 adopting the 2024 Annual City Council Meeting Schedule (Trina Cooke, City Recorder)
3. Fiscal Year 2025 Budget Calendar Adoption (Sara Nagel, Finance Manager)
4. Resolution 2023-22 Recertifying the Heber City Justice Court (J. Mark Smedley, Asst. City Manager)
5. Ordinance 2023-45 Amending Heber City Code Section 5.26.040 to remove HOA Consent Letter for Short-Term Rentals (Jeremy Cook, City Attorney)

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

IX. GENERAL BUSINESS ITEMS:

1. Monthly Development Report (Jamie Baron, Planning Manager) - *5 min*

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

1. 2023 Municipal Election Canvass (Trina Cooke, City Recorder) - *5 min*
2. Wilcox Property Acquisition Agreement (Russ Funk, City Engineer) -
3. Downtown Deer Mitigation Plan (Scott Phillips, Council Member, Jeremy Nelson, Deputy Police Chief) - *10 min*
4. Accept/Reject MTech Annexation Petition of 10.41 acres located at approximately 900 West 100 South (Denna Woodbury, Planning Consultant) - *20 min*
5. Ordinance 2023-41 Amendment to General Plan to Incorporate the Envision Central Heber Vision (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *15 min*
6. Review Ordinance 2023-39 Updating the C-3 Zone, Parking Regulations and C-3 Design Criteria (Tony Kohler, Community Development Director, Jason Norlen) - *45 min*
7. Ordinance 2023-42 Updating Chapter 18.04 General Provisions, Chapter 18.12 Administration, Chapter 18.16 Zones Generally and Chapter 2.38 and 2.48 of the Heber City Municipal Code (Tony Kohler, Community Development Director, Meg Ryan, Planning Consultant) - *30 min*
8. Vector System Procurement to Track Operations and Collect Landing Fees at Heber Valley Airport (Travis Biggs, Airport Director) - *15 min*
9. Establish City Council Retreat Dates for January 2024 (Matt Brower, City Manager) - *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 November 30, 2023, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Ground Lease and Parking Agreement for Performing Arts Center
RESPONSIBLE: Matt Brower, Phil Jordan
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Vibrancy and Economic Development

SUMMARY

In March 2022 the Heber City Council adopted a Governing Document and Cooperative Agreements between Heber City and the Jordanelle Ridge Public Infrastructure Districts No.1 and 2 and Jordanelle Ridge, LLC. To comply with section IV of the Governing Document, the District Agreed to fund and construct the enhanced improvements as set forth in the Cooperative Agreements. Among other things, the Cooperative Agreement for District No. 2 includes an outdoor amphitheater, a donated site for a Community Arts Center, and supporting infrastructure.

The Wasatch County Arts Council (WCAC) intends to raise \$60,000,000 +/- for a Community Arts Center to be located in the "Art District," a 40 acre campus located north east of Utah Valley University and within District No. 2.

In August 2022, the City Council approved a Term Sheet with the WAC that was intended to guide the drafting a real property lease agreement between Heber City and WAC. The lease agreement would provide for the lease of 4.4 acres to WAC who would in turn construct and manage the proposed \$60,000,000 Community Arts Center.

The intent of this agenda item is to review with Council the negotiated Ground Lease and Parking Agreement.

RECOMMENDATION

The intent of the December 5 work meeting is for staff to present terms of the Ground Lease and Parking Agreement, address questions from Council, and prepare for a December 19, 2023 adoption.

BACKGROUND

The Wasatch County Arts Council, a 501c(3) organization, has a shared vision with local arts groups to see Wasatch County become a premier destination for visual and performing arts. One of the driving goals is to build a facility that can house both the visual and performing arts groups and events that take place in the Heber Valley. WAC intends to raise \$60,000,000 +/- for a Community Arts Center to be located in the “Art District,” a 40 acre campus located north east of Utah Valley University (UVU) and in PID District No. 2.

The Cooperative Agreement between Jordanelle Ridge Public Improvement District No. 2 and Heber City requires the District to build an outdoor amphitheater, donate site for Community Art Center, provide for public parking and backbone infrastructure, including major roads to the area, and build an enhanced park. It is the donated site that WAC intends to build their Community Arts Center.

In August '22 the Heber City Council approved the attached Term Sheet that provides for the lease of 4.4 acres of real property, within the 40 acre “Art District,” to WAC for a future Community Arts Center. The Term Sheet contains the salient terms and conditions that were included in the negotiated Ground Lease and Parking Agreement.

DISCUSSION

The adopted Term Sheet between the WAC and Heber City was used extensively to draft the proposed Ground Lease and Parking Agreement encompassing 4.4 acres of real property located in PID District #2 Art District. Essential terms included in the Lease Agreement are reviewed below:

Premises: City grants to WAC a license to enter onto the premises for purpose of constructing the Arts Center and a non-exclusive license and right to use the Arts District Improvements during term of lease.

Lease Term and Commencement: Initial term of 50 years, initiating on date of possession, with one (1) additional twenty-five (25) year term.

Possession: Subject to dedication of the property, City shall deliver 4.4 acres to WAC no later than the Possession Date (i.e. 60 days following transfer of property). City would lease the 4.4 acres to WAC for \$1.00 as a means to help facilitate the development of a Community Arts Center. The Center would provide tangible benefits to the public as the project has the potential to be one of the crowning achievements of the Valley as a collaborative and innovative way to secure the artistic heritage of the Heber Valley.

Termination: All rights and interests in the Property shall automatically revert back to City upon termination. WAC shall surrender and deliver up the Property, together with all improvements thereon, to the City.

Infrastructure: Infrastructure obligations are itemized in this section and are the responsibility of District No. 2 to construct as expressly delegated in the PID Governing Documents.

Recognition: WAC will recognize the City within the Building in a form commensurate with like donor contributions and proportional to the value of City Contribution.

Construction of Arts Center Building: WAC obligated to design and construct the Community Arts Center Building and any operating facilities, fixtures, equipment and improvements within the envelope of the Building. City agrees that the 4.4 acres shall be zoned to allow for construction and operation of the Arts Center. WAC will be required to begin construction of the Arts Center on the property not later than January 1, 2029 and shall complete construction within thirty-six months. Property shall revert to the City if WAC fails to meet said time lines.

Construction of Art District Improvements: All aspects of City responsibility for improvements is subject to the dedication of the Property to the City, The lease shall not terminate, due to improvements not being completed, unless funding, construction or operation of the Art Center is made impracticable via WAC judgement. If WAC does not terminate the Parties shall negotiate in good faith changes, if any, to the lease to accommodate unforeseen circumstances.

Use of Property: WAC shall secure and maintain all state, local and City required permits and licensing for the intended use of the Property, including but not limited to alcohol and beverage licensing. WAC shall use the property for the Permitted Use and for no other purpose without the prior written consent of the City. Should WAC fail to use the Property for the Permitted Use or abandon the Property for more than 120 consecutive calendar days, the property shall revert to the City at no cost to WAC, and this lease shall be null and void.

Scheduling Arts Center: WAC shall have and maintain sole and exclusive control over and management of operations and scheduling of the Arts Center. City may use Arts Center 20 total days per calendar year.

Maintenance and Repairs: WAC responsible for maintaining at its sole cost and expense the improvements beginning at the exterior envelope of the Arts Center.

Parking Agreement: Subject to the conveyance and dedication of the Property to the City, WAC and Heber City will enter into a separate Parking Agreement. Salient terms of the proposed Parking Agreement include the following:

- 1) Section 2 entitled Conditions: All obligations of the Parties shall be conditional upon the final conveyance and dedication of the property to the City.
- 2) Section 4 entitled Provision of Arts Center Parking Improvements: The Parties acknowledge that funding for Art District Improvements is contingent upon the issuance of public bonds and outside the control of the Parties. The following improvements are to be completed subject to availability of funding:
 - a. 400 parking stalls

- b. Adequate number of electric vehicle charging stations
- c. Bus drop off area for four buses simultaneously
- d. 20 stalls for back-of-house parking
- e. Associated improvements such as parking lots, curb cuts, access drives, sidewalks, etc.

3) Section 5 entitled Construction of Other Parking Improvements: City shall use commercially reasonable efforts to ensure construction of other parking stalls and associated improvements in the Art District to be located within reasonable walking distance, and no greater than 1/8 of a mile from Arts Center.

4) Section 6 entitled Maintenance of Improvements: City shall have sole responsibility for operation, maintenance, repairing, improvement and replacement of Arts Center Parking Improvements and Other Parking Improvements.

5) Section 7 entitled Grant of Nonexclusive Use and Access Easement: The City is to convey to WAC a non-exclusive, non-revocable easement in "gross" for the following Improvements: parking stalls, parking lots, driveways, roads, sidewalks, etc. Further the right of access, ingress and egress to and from the Art District over and across reasonable routes.

6) Section 9 entitled Term: Term of Parking Agreement commences with recording of this Agreement and shall terminate concurrent with Land Lease.

Default: This section lays out the "events" that if exist can cause a default. This section also includes provisions for how a default can be cured and the timelines to do so.

Amphitheater: District No. 2 obligated to build the amphitheater. Facility shall be constructed adjacent to the Arts Center. Within 60 days of the lease execution, WAC shall submit a written proposal to the City for the operation and event programming of the amphitheater.

FISCAL IMPACT

The Ground Lease & Parking Agreement and the Parking & Easement Agreement are both drafted to acknowledge that funding for the construction of the Arts Center Building is the sole responsibility of WAC and the funding for the construction of the Arts Center Improvements (i.e. parking improvements) is subject to the issuing of public bonds that is outside the control of the Parties. The primary financial obligations to the City includes responsibility for operation, maintenance, repairing, improvement, and replacement of Arts Center Parking Improvements after they are built. It is unknown at this time what the annual maintenance costs might be as design of such Improvements has not been completed.

CONCLUSION

The Ground Lease and Parking Agreement represents a profound opportunity for Heber Valley to benefit from a proposed Arts Center Building that will provide a world class venue for performing and visual arts. Heber City has no obligations to pay for Art District Improvements or Art District Building. Obligations are limited to conveying 4.4 acres of land to WAC and maintaining Art District Improvements. WAC assumes the obligation of raising funds to construct the Art District Building, while Jordanelle Ridge remains responsible for constructing Art Center Improvements.

ALTERNATIVES

- 1) Proceed forward as recommended.
- 2) Other direction.

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 , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. A. Ground Lease and Parking Agreement (Community Arts Center)
2. B. Parking Agreement (Community Arts Center) (WAC Redline 11.29.23)
3. C. Term Sheet - WCAC Heber City Theater Group
4. D. PID Cooperation Agreement
5. E. CC MOU Presentation
6. F. Enhanced Improvements for Districts 1 & 2
7. G. WAC PP

GROUND LEASE AND PARKING AGREEMENT

By and Between:

HEBER CITY CORPORATION
a political subdivision of the state of Utah
LANDLORD

and

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation and IRC 501(c)(3) charitable organization
TENANT

Effective December ___, 2023

For the Community Arts Center located within
Jordanelle Ridge Public Infrastructure District No. 2

SUMMARY OF BASIC LEASE TERMS

Capitalized terms, first appearing in quotations in this Summary of Basic Lease Terms, elsewhere in the Lease or any Exhibits, are definitions of such terms as used in the Lease and Exhibits and shall have the defined meaning whenever used.

- 1) **“Effective Date”**: December __, 2023
- 2) **“Commencement Date”**: The Date of Possession.
- 3) **“Date of Possession”**: No later than sixty (60) whole calendar days following transfer of Property from Jordanelle Ridge Development to the City and surveyed property boundaries, access roads, power and water connections for construction purposes, and land ready for construction and free from debris. If the transfer is not accomplished, this Lease shall be null and void.
- 4) **“Expiration Date”**: The last day of the **“Lease Term”**: fifty (50) years beginning on the Date of Possession of the Property, subject to Tenant’s right to renew the Lease one (1) additional twenty-five (25) year term.
- 5) **“PID 2”**: Jordanelle Ridge Public Infrastructure District No. 2 as approved by the City Council on or about March 1, 2022 at its regularly scheduled meeting and pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq.*
- 6) **“Lease Term”**: Fifty (50) whole calendar years following the Commencement Date.
- 7) **“Renewal Term”**: One additional successive twenty-five (25) whole calendar year period.
- 8) **“Property”**: Approximately 4.4 acres of vacant real property located in the southwest area of the Arts District, as shown on Exhibit A attached hereto.
- 9) **“Landlord”**: Heber City Corporation
- 10) **“Landlord’s Address”**: 75 North Main Street, Heber City, UT 84032
- 11) **“Tenant”**: Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
- 12) **“Tenant’s Address”**: 475 N Main St Heber City, UT 84032
- 13) **“Rent”**: \$1.00 per whole calendar year during the Lease Term and Renewal Term.
- 14) **“Permitted Use”**: For Tenant to design, construct, operate, and maintain a community arts center structure and related improvements (**“Arts Center”**) within the Arts District as a public assembly for arts and culture to serve the citizens of the City and surrounding areas.

15) “**Arts District**”:

An area of land within PID 2 that will be dedicated to Landlord for use as an arts district, and which includes the Property.

16) “**Abandon**”:

Tenant ceases operations at the Arts Center for more than one hundred and twenty (120) consecutive calendar days.

GROUND LEASE AND PARKING AGREEMENT

THIS GROUND LEASE AND PARKING AGREEMENT (the “**Lease**”) is dated as of the Effective Date, by and between Landlord and Tenant. Landlord and Tenant are collectively referred to herein as the “**Parties**”, and each a “**Party**”.

RECITALS

WHEREAS, RE Investment Holdings, LLC (“**RIH**”) owns large areas of real property located on the northeast side of the Heber Valley, which was recently annexed into the City and is also known as the Jordanelle Ridge Master Plan area (“**Jordanelle Ridge**”); and

WHEREAS, on or about June 24, 2020, the City and RIH signed a Development Agreement for the Upper Jordanelle Master Plan Community, which RIH later assigned to its affiliate JR, and JR is developing Jordanelle Ridge with assistance from Momentum Development Group, LLC (“**MDG**”) (JR and MDG are collectively referred to herein as “**Jordanelle Ridge Development**” or “**JRD**”); and

WHEREAS, on or about March 1, 2022, at a regularly scheduled meeting of the City Council, Heber City Corporation (“**City**” or “**Landlord**”) approved, pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq.*, the creation of, and governing documents for, “Jordanelle Ridge Public Infrastructure Districts Nos. 1-5” (collectively, the “**PIDs**”) as independent units of local government for the purpose of providing for the planning and construction of various public improvements within Jordanelle Ridge; and

WHEREAS, in connection with the approval, the City Council caused the City to execute certain documents governing the PIDs, including the “Governing Document for Jordanelle Ridge Public Infrastructure Districts Nos. 1-5” and the “Cooperation Agreement” (collectively, the “**PID Governing Documents**”); and

WHEREAS, pursuant to the PID Governing Documents and subject to the City’s review and approval and subject to funding through public bonds, JRD is to make certain real property improvements within the PIDs, including, without limitation, the Arts District, and to convey the Arts District to the City; and

WHEREAS, pursuant to the PID Governing Documents and subject to the City’s review and approval and available funding, JRD is responsible to construct certain items, improvements, and infrastructure within the Arts District, which improvements may include park landscaping, parking lot, road improvements, amphitheater, Timpanogos Trail improvements, retaining, grading, power, all common-use infrastructure, such as roads, driveways, parking stalls, sidewalks, water, sewer, landscaping, electric power, and other reasonably necessary common use improvements adjacent to and around the exterior of the Arts Center (collectively, the “**Arts District Improvements**”); and

WHEREAS, the Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council, a Utah non-profit corporation and IRC 501(c)(3) charitable organization (“**WAC**” or “**Tenant**”), is engaged in managing, supporting, and promoting arts and culture programs, including performing arts, within the City and surrounding areas and desires to design, construct, exclusively operate, and maintain an Arts Center within the Arts District; and

WHEREAS, the City desires to support community arts and culture programs and to provide land on which the Arts Center can be constructed to serve the community; and

WHEREAS, on or about August 2, 2022, the City Council approved a written Term Sheet between the Parties setting out the principal terms of the Parties' agreement regarding the Property and expressly contemplated the execution of this Lease.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are a material part of and incorporated into the Parties' agreement, and of the mutual benefits contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Landlord and Tenant for themselves and their successors and assigns, intending to be legally bound, agree as follows:

1. **Premises.** Subject to and upon the terms and conditions set forth herein, in consideration of Tenant's obligation to fund, design, construct, operate, and maintain the Arts Center and the City's obligation to maintain the Arts District Improvements, and subject to the further conditions herein including Tenant's obligations under Paragraph 9, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property more particularly shown on Exhibit A and incorporated herein by reference for all purposes. Landlord also hereby grants to Tenant (i) a license to enter onto the Property and, in substantial conformity with the Plans and Specifications (defined below), construct the Arts Center within an area in the Arts District, depicted on Exhibit B, and (ii) a non-exclusive license and right to use the Arts District Improvements, including parking spaces pursuant to the Parking Agreement as further described herein, during the Term of this Lease. This Lease is a ground lease only and shall constitute a binding agreement between the Parties effective as of the Effective Date.

(a) **Description of the Property.** The Parties acknowledge and agree that Exhibit A depicts an approximate location of the Property because the land within Arts District is not yet subdivided; thus, the Property has not yet been assigned a parcel or tax identification number. Once the Property receives a parcel or tax identification number, the Parties will supplement this Lease and/or Exhibit A with the identifying information and a metes-and-bound legal description.

(b) **Conditions.** Notwithstanding the foregoing anything to the contrary herein, all obligations of the Parties shall be expressly conditional upon JRD's final conveyance and dedication of the Property to the City. The City shall use all reasonable efforts to obtain dedication of the Property. Should JRD fail to convey and dedicate the Property to the City, this Lease and all the Parties' rights and obligations hereunder shall be null and void upon written notice by either Party.

(c) **Condition of Property.** WAC acknowledges that the Property is being conveyed to the City by JRD, and that JRD is responsible for all grading and improvements related to the Property. Accordingly, WAC agrees to accept the Property "as is" with no warranties from the City with respect the grading, soils, or other conditions of the Property.

2. **Term and Commencement.** Unless terminated sooner as provided herein, the term of this Lease shall be for a period of fifty (50) whole calendar years beginning on the Commencement Date (subject to dedication of the Property to the City) and ending at 11:59 p.m. MST on the fiftieth (50th) anniversary of the Commencement Date. So long as Tenant is not in default of this Lease and the Lease Term is not terminated as provided herein, Tenant shall have the right in its sole discretion to renew this Lease for one (1) additional twenty-five (25) whole calendar year term upon the same terms and conditions. To exercise its right to renewal, Tenant must provide Landlord written notice of its intent to renew. The Parties may mutually agree upon additional renewals. The original term and all renewals shall be collectively referred to herein as the "**Term**".

3. **Possession.**

(a) Landlord shall, subject to dedication of the Property to the City, deliver the Property to Tenant no later than the Possession Date. Possession need not include the completed Arts District Improvements.

(b) Landlord hereby grants to Tenant and its authorized agents, contractors, subcontractors, and employees a license to access and enter upon the Property, at Tenant's sole risk and expense, during ordinary business hours prior to the Possession Date, for the sole purpose of designing and constructing the Arts Center; provided, however, that (i) the provisions of this Lease shall apply during such early entry, and (ii) prior to any such entry, Tenant shall provide evidence that the insurance required under Paragraph 16 of this Lease is in place. This license shall include the right to cross over other real property owned or controlled by the City as may be necessary to access the Property.

4. **Termination.** If and when this Lease terminates or expires for any reason, all rights and interests in the Property conveyed by Landlord to Tenant shall automatically revert back to Landlord, and Tenant shall no longer have any rights or interests whatsoever in the Property. Tenant will at once surrender and deliver up the Property, together with all improvements thereon, to the City.

5. **Quiet Enjoyment.** Landlord represents and covenants that Tenant shall peaceably and quietly have, hold, and enjoy exclusive possession of the Property, all appurtenances belonging thereto, and all rights granted to Tenant by this Lease for the entire duration of the Term without any hindrance or interference by Landlord or any person acting by, through or under Landlord or deriving rights through the Landlord, including other users of the Arts District. Notwithstanding anything to the contrary in this Lease, Landlord hereby represents and covenants that promptly upon receipt of written notice from Tenant of a violation of Tenant's rights to quiet enjoyment of the Property under this Lease, Landlord shall take all reasonable actions necessary to restore Tenant's full rights to quiet enjoyment of the Property, as provided herein. In the event that Tenant's full rights have not been restored within thirty (30) days following Landlord's receipt of such notice, and notwithstanding anything to the contrary in this Lease, Tenant shall be entitled to exercise any and all remedies permitted under this Lease, including those pertaining to Landlord's default. The Parties acknowledge and agree that this covenant is essential to public assemblies, arts functions, and performances at the Arts Center.

6. **Consideration.** In addition to Rent, consideration for this Lease includes a contribution from the City to WAC equal to the fair market value of the lease value in excess of Rent (the "**City Contribution**"). To calculate the City Contribution, the Parties shall jointly obtain and pay for, prior to the execution of the lease, a commercial real estate appraisal of the fair market value of the Lease Term and Renewal Term to reflect on its books and records. Should JRD fail to convey and dedicate the Property to the City, no City Contribution will be deemed to have been made.

7. **Recognition.** WAC will recognize and reflect on its books and records the City Contribution as a contribution to WAC with associated tax benefits, if any. WAC shall provide recognition to the City within the Building (as defined below) in a form commensurate with like donor contributions and proportional to the value of the City Contribution and as reasonably agreed upon by the Parties. The Parties further agree that the City will be recognized at the Arts Center public entrances in a reasonable manner and that the Contribution will be deemed to have been made at the time of the execution of the Lease. Neither Party makes any representation or warranty as to the tax consequences of this transaction.

8. **Construction of the Arts Center Building.** WAC is solely responsible for the design and construction of the Arts Center structure and any ancillary maintenance and operating facilities, fixtures, equipment, and improvements within the envelope of the structure (“**the Building**”).

(a) Subject to dedication of the Property to the City, the City agrees that the Property shall be zoned to allow design, construction, operation, and maintenance of the Arts Center.

(b) When they become available, Tenant shall attach to this Lease, as Exhibit B and incorporated herein by reference for all purposes, the approved plans and specifications (the “**Plans and Specifications**”) for the Arts Center, which shall include, without limitation, sketches and/or drawings showing substantially the location of the Arts Center on the Property and the layout of the Building.

(c) The Arts Center shall be subject to the same code approval process as other substantially similar structures within the City’s jurisdiction. As part of said approval, the City shall review design packages and the Plans and Specifications for the Building solely to require that they comply with City land use regulations. The City shall use its best efforts to cooperate with WAC in expediting and granting, as reasonably allowed by law, all permits, licenses, and approvals necessary for demolition, construction, occupancy, and operation of the Arts Center.

(d) WAC shall begin construction of the Arts Center on the Property no later than January 1, 2029 (the “**Construction Start Date**”) and shall complete construction no later than thirty-six (36) months from the Construction Start Date, subject to dedication of the Property to the City, force majeure events, and the issuance of a necessary permits, licenses, and approvals. Tenant shall, through a contract with a reputable, licensed contractor or contractors, cause the development and construction of the Building to be carried out in substantial conformance with the Plans and Specifications and in a good and workmanlike manner using first class materials. Should WAC fail to commence construction by the Construction Start Date absent written consent by the City, the Property shall revert to the City at no cost to WAC, and this Lease shall be null and void without any further action by either Party.

(e) WAC shall be required to obtain standard payment and performance bonds to guarantee completion, and bonds shall be provided for each contractor before WAC begins construction work.

(f) The Parties shall cooperate in obtaining bonding to insure financing and completion of the Arts Center.

(g) WAC shall report to the City Council quarterly as to the general status of the construction of the Arts Center and shall, upon request of the City, make copies of construction management reports available to the City for review until construction is complete. As a courtesy, WAC shall allow the City to review and provide input on general design features of the Arts Center.

(h) The City may, at its option, void this Lease by written notice to WAC if WAC does not, within a reasonable time after a request from the City, provide written evidence that WAC has or, within a time certain, will have reasonably sufficient funds to substantially complete the Building as of the Construction Start Date. The City may, at its option, extend the Construction Start Date.

(i) From and after the conveyance and dedication of the Property from JRD to the City, the City hereby authorizes WAC to enter the Property for the purposes of performing investigations, inspections, tests, and studies of the Property.

9. **Construction of the Arts District Improvements.** The Parties acknowledge that the funding and construction of the Arts District Improvements is within the control of JRD, which is not a party to this Lease. Subject to dedication of the Property to the City, the City shall use commercially reasonable efforts to ensure the Arts District Improvements are designed and constructed consistent with the following standards:

(a) JRD's obligations under the PID Governing Documents, including delivery of the completed Arts District Improvements.

(b) All work on the Arts District Improvements to be performed through a contract with a reputable, licensed, and bonded contractor or contractors in conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials supported by an industry-standard warranty.

(c) The City shall, upon request, provide status reports of the construction of the Arts District Improvements to WAC and shall make copies of construction management reports available to WAC for review until completion.

(d) Completion of the Arts District Improvements no later than the date when the Arts Center opens to the public for business.

(e) Consistent with applicable codes and regulations, the City shall permit WAC to install and maintain reasonable signage in or about the Arts District, including, where applicable, freestanding pole or monument signs, obtained by and at the expense of Tenant, or such as Tenant shall deem satisfactory.

(f) Tenant and its customers and employees shall have full access of ingress and egress to, from and through the common drives and roads of the Arts District, and across adjoining properties owned or controlled by Landlord and/or its affiliates, subsidiaries, and entities with common control.

(g) If for any reason the Arts District Improvements cannot be or are not constructed in accordance with the above standards, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

10. **Use of the Property.**

(a) Subject to securing and maintaining all state, local, and City required permits and licenses for the intended uses of the Property, including but not limited to alcohol and beverage licensing, and subject to force majeure events, WAC shall continually use the Property for the Permitted Use and for no other purpose without the prior written consent of Landlord, in its sole discretion. Should WAC fail to use the Property for the Permitted Use or Abandon the Property, the Property shall revert to the City at no cost to WAC, and this Lease shall be null and void without any further action by either Party. Notwithstanding the foregoing, WAC shall remain obligated for liabilities, costs, and expenses incurred or arising before the date of reversion. Except as expressly provided herein, no other act, omission, or event of any kind shall result in a forfeiture of the Property or this Lease.

(b) Tenant shall act in accordance with and not violate any restrictions or covenants of record affecting the Property or the Building except that non-compliance with any such restrictions or covenants shall in no event result in a forfeiture of the Property or this Lease. Tenant shall not use or occupy the Property in violation of any applicable law, code, regulation, or ordinance, and shall immediately discontinue any use of the Premises that is declared by either any governmental authority having jurisdiction to be a violation of any such law, code,

regulation, or ordinance. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Property, impose any duty upon Tenant or Landlord with respect to the Property or with respect to the use or occupancy thereof.

(c) Tenant shall not allow the Property to be used for any immoral, unlawful, or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Building.

(d) The Parties shall each comply, in all material respects, with all applicable laws, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any court, arbitrator or governmental authority and duly observed, in all material respects, all other requirements of government authorities including, without limitation, all statutes, rules, regulations and orders relating to environmental pollution, public and employee health and safety, and employee benefits, and comply with all material zoning ordinances and all regulations, and not initiate or acquiesce in any change in any such ordinances and regulations that is material to the construction, maintenance, and operation of the Arts Center.

(e) WAC shall have sole and exclusive responsibility for and discretion over all performance and service agreements with third parties relating to the Building and its operations including, but not limited to, concerts, events, ticket sales, marketing, concessions, alcoholic beverage service, cleaning, and maintenance.

11. **Scheduling of the Arts Center.** WAC shall have and maintain sole and exclusive control over and management of operations and scheduling of the Arts Center. In consideration of this Lease and the City Contribution, the Arts Center shall be available to the City for public use twenty (20) total days per calendar year across one of the assembly space(s) or room(s) within the Arts Center. Each assembly space or room shall count separately as one "use" per day under the terms of this Paragraph 11. The City shall pay no rent for its public use of the Arts Center. The City shall pay actual costs for its use, including standard ticketing fees, labor, cleaning, equipment rental, security, and administrative services. The Parties will mutually agree upon an annual scheduling policy and procedure for public use of the Arts Center as provided in this Paragraph 11.

12. **Taxes.**

(a) During the Lease Term and Renewal Term, Tenant shall be solely responsible for and shall pay, as and when the same become due, any tax, assessment, license, fee, levy, penalty, or real property or other tax (collectively, "**Taxes**") with respect to the Building and its operation as contemplated herein.

(b) Tenant's ability to pay the Taxes shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year included in the commencement or expiration of the Lease Term and Renewal Term. With respect to any assessments that may be levied against or upon the Building or that under the law then enforced may be evidenced by improvement bonds or other bonds or may be paid in annual installments, only the amount of such annual installment (with the appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual taxes levied against the Building.

(c) Landlord shall be solely responsible for and shall pay, as and when the same become due, any Tax with respect to areas of the Property and its improvements on which the Building is not located.

13. **Utilities and Services.**

(a) As part of JRD's obligations with respect to Arts District Improvements, the City shall make commercially reasonable efforts to ensure that JRD installs utilities and services, including, without limitation, water, gas, electricity, internet access, sewer, and power, are brought to the Property as soon as reasonably practicable so as to not delay construction of the Arts Center.

(b) From and after the commencement of the Lease Term, WAC shall be solely responsible for and shall pay promptly all charges for water, gas, electricity, internet access, sewer, heat, light, power, telephone, refuse pickup, janitorial services, and other utilities, materials, and services (collectively, "**Utilities**") furnished directly to, or used by, Tenant within the Building during the Lease Term and Renewal Term, together with any Taxes thereon.

(c) WAC shall be responsible to pay all impact fees, connection fees, inspection fees and other required fees and charges related to the construction of the Building unless the City Council agrees to waive any fees or charges as part of a future contribution to WAC.

14. **Maintenance and Repairs.**

(a) From and after the Construction Start Date, except as expressly provided herein, WAC, at its own cost and expense, shall maintain, preserve, and protect the Building for the continued operation of the Arts Center and to keep the Building in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the Arts Center business may be able to be properly and advantageously conducted at all times in accordance with prudent business management practices. Except as expressly provided herein, the City shall not be required to make any improvements, repairs, or alterations in or to the Building. WAC shall be permitted to make improvements to the Arts Center at its sole discretion.

(b) Subject to the conveyance and dedication of the Property to the City, the City shall, at its own cost and expense, maintain, preserve, and protect the Arts District Improvements beginning at point of the exterior envelope of the Building for the continued operation of the Arts Center and to keep the Arts District Improvements in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the Arts Center business may be able to be properly and advantageously conducted at all times in accordance with prudent business management practices. Except as expressly provided herein, WAC shall not be required to make any improvements, repairs, or alterations in or to the Arts District Improvements.

(c) Notwithstanding the foregoing, the use of parking spaces within the Arts District shall be governed by the Parking Agreement identified in Paragraph 15 below.

(d) Subject to the conveyance and dedication of the Property to the City, the City shall be solely responsible at its sole cost and expense for security for those areas in the Arts District outside the Property, which shall including reasonable measures (such a lighting, monitoring, and access control) to prevent violence, theft, vandalism, and other crimes against the person and property. WAC shall be solely responsible at its sole cost and expense for security within the Property, which shall include reasonable measures (such a lighting, monitoring, and access control) to prevent violence, theft, vandalism, and other crimes the person and property.

(e) WAC may make such alterations or additions to the Building at any time as WAC may desire. Such alterations or additions will be made in accordance with all applicable building codes and in a good workmanlike manner without cost to the City. Prior to any such alterations or additions to the Building,

15. Parking Agreement.

(a) Subject to the conveyance and dedication of the Property to the City, the City and Tenant hereby agree to enter into a parking agreement addressing Tenant's use of the parking areas within the Arts District (the "**Parking Agreement**"). The Parking Agreement is attached hereto as Exhibit C and is incorporated herein by reference for all purposes.

(b) The covenants, conditions, restrictions, and other provisions relating to the Parking Agreement shall run with and be appurtenant to the Arts District, the Property, and areas defined in the Parking Agreement, and shall be binding upon the Parties' respective successors and assigns in title to all or any portion of the Arts District, the Property, and areas defined in the Parking Agreement during the Lease Term and Renewal Term.

16. Insurance.

(a) Prior to occupying any portion of the Building or performing work that creates a liability exposure for Tenant, Tenant will obtain, maintain, and keep in force the following policies of insurance:

(i) Commercial general liability insurance that insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Building and the Property. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury Liability	\$1,000,000
Fire Damage Legal Liability	\$100,000
Medical Payments	\$5,000

This coverage shall be written on the most current ISO CGL form (or its equivalent), shall include contractual liability, premises-operations and products-completed operations and shall contain an exception to any pollution exclusion that insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

(ii) Business automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 combined single limit per occurrence.

(iii) Employer's liability insurance in an amount not less than \$1,000,000.

(iv) Workers' compensation insurance in accordance with Utah law.

(v) Umbrella/excess liability insurance, on an occurrence basis, that applies excess of the required commercial general liability, business automobile liability, and employer's liability policies with the following minimum limits:

Each Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

(vi) Property insurance “the equivalent of causes of loss – special form” including flood, earthquake, windstorm, theft, sprinkler leakage, and boiler and machinery coverage on all of Tenant’s trade fixtures, furniture, inventory, and other personal property in the Building, and on any alterations, additions, or improvements made by Tenant upon the Building.

(b) From and after the Commencement Date, Landlord shall, at all times, provide, maintain, and keep in force the following policies of insurance:

(i) Insurance against loss or damage to the Arts District Improvements by fire and/or other risks of loss covered by insurance of a type known as “All Risk Replacement Cost Insurance with Agreed Amount Endorsement” in an amount not less than \$1,000,000.00, including costs of debris removal of not more than \$100,000.00, deductible from the loss payable for any casualty. Landlord shall not be obligated to insure any furniture, equipment, trade fixtures, machinery, goods, or supplies that Tenant may keep or maintain in the Building or any alteration, addition, or improvement that Tenant may make to the Building.

(ii) Comprehensive public liability insurance on a “recurrent basis” against claims for “personal injury” including, without limitation, bodily injury, death or property damage occurring on, in or about covering all areas of the Property and improvements thereto other than the Building, all such insurance to afford immediate minimum protection to the limit of \$1,000,000.00 in a combined single limit coverage with a \$1,000,000.00 liability umbrella with respect to personal injury or death to any one or more persons or damage to property. Tenant shall be included as an additional insured on this commercial general liability insurance policy maintained by Landlord.

(c) All policies of insurance required by this Lease shall contain an endorsement or agreement by the insured that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant or Landlord which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deduction against Tenant or Landlord. All policies of insurance shall be on forms and shall contain endorsements acceptable to Tenant and Landlord. All policies of insurance shall be issued by companies satisfactory to Tenant and Landlord. Each Party shall furnish to the other a certificate and, upon request, an original copy of all policies of required insurance. At least twenty (20) days prior to the expiration of each policy, each Party shall furnish to the other Party evidence of payment of the premium and the re-issuance of the policy thereby continuing insurance in force as required by this Lease. All policies shall contain the provision that such policies will not be cancelled or materially amended, which term shall include any reduction in scope or limit of coverage, without at least thirty (30) days’ prior written notice to both Landlord and Tenant. In the event either Party fails to provide, maintain, keep in force or deliver and furnish to the other Party the policies of insurance required by this Paragraph, the first Party, after thirty (30) days’ prior written notice to the other Party, may procure such insurance and the other Party shall immediately repay the first Party for all premiums.

(d) Landlord, except to the extent Tenant’s insurance covers loss to Landlord, and Tenant each hereby waive all rights of recovery against the other and the other’s agents on account of loss or damage occasioned to such waiving Party to the extent that such loss or damage is insured or is required to be insured against under an insurance policy required by this Paragraph. Tenant shall, upon obtaining policies of insurance required hereunder, give notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Lease.

17. **Bonding.** The Parties shall cooperate with one another and with JRD in obtaining bonding to insure financing and completion of the Arts Center consistent with the terms of the PID Governing Documents.

18. **Indemnification.** The City is a governmental entity under the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.*, as amended (the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts or omissions that are committed by it or by its agents, officials, or employees. Neither Party waives any claims or defenses otherwise available under the Act.

19. **Damage or Destruction.** In the event the Building is destroyed or damaged by fire or other insured casualty, and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Building, Tenant may repair the Building, if Tenant determines, in its sole discretion, that it is reasonable to do so. If Tenant determines not to repair the Building, either Party may, by written notice to the other, terminate this Lease as of the date of the occurrence of such damage.

20. **Eminent Domain.**

(a) **Total Taking.** If title to all of the Building or Property, or so much thereof, is taken for any public or quasi-public use under any statute or right of eminent domain, Tenant shall not be obligated to construct a similar Building; however, Tenant shall be entitled to its portion of the proceeds from such taking equal to the value of the Building and any other improvements funded by Tenant. Upon such an occurrence, this Lease shall automatically terminate.

(b) **Partial Taking.** If any part of the Building, including the parking area, is taken and, in Tenant’s discretion, the remaining part is reasonably suitable for Tenant’s continued occupancy Tenant may, in its sole discretion, and at its own cost and expense, redesign, redevelop, and reconstruct the Building so as to make that portion of the Building not taken suitable for Tenant’s continued operation and use; however, Tenant shall be entitled to its portion of the proceeds from such taking equal to the value of the Building and any other improvements funded by Tenant. If Tenant determines not to reconstruct the Building, either Party may, by written notice to the other, terminate this Lease as of the date of the occurrence of such taking.

(c) **Stipulation.** Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of such agreement or stipulation.

21. **Assignment and Subletting.**

(a) Tenant may not transfer or sell its license or tenancy in the Property or change its use of the Property without prior written consent of Landlord, which consent shall not be unreasonably, withheld, conditioned, or delayed.

(b) Either Party may transfer management of, maintenance, and operational control to a third party at any time with written consent of the other Party, which shall not be unreasonably withheld or delayed.

(c) Tenant shall not be entitled to assign or sublet all or a portion of its interest in the Property at any time without the consent of Landlord, provided that Landlord shall not unreasonably withhold, condition, or delay any assignment or sublease if the proposed assignment or sublease is consistent with the permitted use of the Property, which is to provide art or art related opportunities to the community.. No Landlord consent shall be required to rent or lease any internal portions of the Building, including, but not limited to, renting space for concessionaires or other vendors.

(d) Tenant shall be entitled to pledge its interest in the Building and Property with written consent of Landlord, which shall not be unreasonably withheld or delayed.

(e) Upon any assignment, sublease, or pledge, the assignor shall not be relieved of its obligations under this Lease and shall remain liable, jointly and severally and as a principal, and not as a guarantor or surety, under this Lease, to the same extent as though no assignment or sublease had been made. An assignment, sublease, or pledge shall not interfere with Tenant's right to renew this Lease.

22. Default.

(a) Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events shall occur ("**Event of Default**"):

(i) The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(ii) Tenant fails to observe, keep, perform, or cure within sixty (60) days after written notice by Landlord, any of the other material terms, covenants, agreements, or conditions contained in this Lease or those set forth in any other agreements or rules or regulations Tenant is obligated to observe or perform. In the event such default reasonably could not be cured or corrected within such sixty (60)-day period, but is reasonably susceptible to cure or correction within one hundred twenty (120) days, then Tenant shall not be in default hereunder if Tenant commences the cure or correction of such default within fourteen (14) days after receiving such written notice from Landlord and diligently prosecutes the same to completion within one hundred twenty (120) days after commencing such cure or correction. Notice given under this Paragraph shall specify the alleged default and shall demand Tenant perform the provisions of this Lease within the applicable period of time or quit the Building. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in writing.

(b) Landlord's Default. Landlord shall not be deemed to be in default of the performance of any covenant, agreement or obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of notice by Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

(c) Because of the substantial investment by Tenant in the Building, these default provisions shall be interpreted liberally in favor of Tenant to avoid a forfeiture of the Lease.

(d) Notwithstanding anything in this Lease to the contrary, if Tenant defaults, before terminating this Lease for Tenant's default, Landlord shall use commercially reasonable efforts to mail or deliver a copy of any such notice to the holder of any first mortgage on the Tenant's interest in this Lease, by certified mail, return receipt requested or by national overnight courier with receipted delivery (i.e., FedEx, UPS), notified Landlord of the holder's mortgage and the address to which notices are to be sent ("**Tenant's Mortgagee**"). If

Landlord has received a notice from a Tenant's Mortgagee pursuant to the preceding sentence, Landlord may presume that mortgagee is Tenant's Mortgagee until Landlord is furnished a certified copy of a recorded satisfaction of that mortgage. No notice of termination of this Lease by Landlord shall be effective until Tenant's Mortgagee shall have been furnished a copy of such notice by Landlord. In the event Tenant fails to cure any default by it under this Lease, Tenant's Mortgagee shall have, at its option, a period of thirty (30) days within which to remedy such default of Tenant or to cause such default to be remedied. In the event that Tenant's Mortgagee elects to cure any such default by Tenant, then Landlord shall accept such performance on the part of such Tenant's Mortgagee as though the same had been performed by Tenant, and for such purpose Landlord hereby authorizes any Tenant's Mortgagee to enter upon the Premises to the extent necessary to exercise any of Tenant's rights, powers and duties under this Lease. If, in the event of any default by Tenant which is reasonably capable of being cured by Tenant's Mortgagee, and Tenant's Mortgagee promptly commences and diligently pursues to cure the default, then Landlord will not terminate this Lease or cease to perform any of its obligations under this Lease so long as Tenant's Mortgagee is, with due diligence, actively engaged in the curing of such default. Further, if Tenant defaults, Landlord shall allow, without unreasonably withholding its consent, Tenant's Mortgagee to assign this Lease to a third party.

23. **Remedies.**

(a) **Landlord's Remedies.** Upon the occurrence of an Event of Default, then Landlord may exercise any remedy available in law or in equity.

(b) **Tenant's Remedies.** In the event of a default by Landlord in the performance of any covenant, agreement, or obligation to be performed by Landlord hereunder, which default is not cured as and when required, Tenant shall have the right, but not the obligation, to perform such covenant, agreement or obligation on Landlord's behalf and seek reimbursement from Landlord for the actual costs of performing any such covenant, agreement, or obligation.

24. **Landlord's Covenants.** Subject to the conveyance and dedication of the Property to the City, Landlord covenants that (i) it has, or will have at the time of conveyance, good and marketable fee simple title to the Property free of all leases, tenancies, agreements, encumbrances, liens, restrictions, and defects in title affecting the rights granted Tenant in this Lease, (ii) to the best of Landlord's actual knowledge, there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted herein, (iii) Landlord has provided Tenant with any environmental reports or studies in its control or possession relative to the Premises, (iv) Landlord has not received any notices of violation of any environmental laws or ordinances with respect to the Premises and to the best of Landlord's knowledge, with no duty to investigate, the Premises are in full compliance with all applicable environmental laws and ordinances, and (v) to the best of Landlord's actual knowledge, there are no underground storage tanks or facilities, or Hazardous Materials currently or previously located on or under the Premises at the time of execution of this Lease; however, if there are any, Landlord, at Landlord's sole expense will ensure they will be properly removed and disposed of and that any contamination related thereto has been or will be assessed and remedied according to applicable laws, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities ("**Landlord's Remedial Obligations**"). Notwithstanding the above, Tenant shall be obligated to operate in accordance with any existing recorded agreements and environmental reports and acknowledges receipt of any such agreements.

25. **Environmental Obligations.** If Landlord shall, at any time after the execution of this Lease and subject to the conveyance and dedication of the Property to the City, be required to perform Landlord's Remedial Obligations, Landlord and Tenant shall enter into an agreement reasonably satisfactory to Tenant containing the following terms and conditions and such other terms and conditions as the parties shall mutually agree:

- (a) Tenant shall provide Landlord reasonable access to the Property for the purpose of conducting Landlord's Remedial Obligations; provided that Landlord's Remedial Obligations shall be conducted by Landlord in a manner designed to cause the least possible interference with any ongoing construction by Tenant and the operation of its business;
- (b) Landlord shall undertake Landlord's Remedial Obligations, including, without limitation, any and all investigations, remediation, and disposal of contaminated soil and/or groundwater (including any revealed as part of the Tenant's construction) at Landlord's sole cost and expense and in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances;
- (c) Landlord shall properly repair and/or restore any damage to the Property as a result of Landlord's Remedial Obligations;
- (d) Landlord shall indemnify Tenant in connection with Landlord's Remedial Obligations;
- (e) Landlord and its agents and contractors shall maintain insurance coverage(s) reasonably acceptable to Tenant; and
- (f) All reports and studies issued in connection with the performance of Landlord's Remedial Obligations shall be addressed to, and may be relied upon by, both Landlord and Tenant.

If Landlord shall fail to perform or pay for its obligations in accordance with this Section (collectively, the "Obligations"), Tenant may, at its option, perform or pay for the Obligations. If Tenant shall so elect, Tenant may withhold rent to the extent of expense incurred by Tenant in performing or paying for the Obligations.

26. **Liens.** Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate as Tenant hereby created, or any portion thereof, together with its right and interest in and to all Buildings and Improvements constructed by Tenant and its interest in any equipment located on the Property. Tenant shall not have the right to encumber the Landlord's fee ownership interest in the Property nor in the existing buildings located on the Property. If a mortgagee or trustee under a deed of trust shall notify the Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may from time to time give or serve upon the Tenant under and pursuant to the terms and provisions of this Lease. Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to the Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to the Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by Tenant. No such mortgagee or trustee of the rights and interest of the Tenant hereunder shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of the Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

27. **Force Majeure.** In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of unanticipated acts of God (such as, but not limited to, fires, explosions, pandemics, earthquakes, drought, and floods); war and hostilities; rebellion, revolution, insurrection, or military or usurped power; and other unforeseeable circumstances beyond the control of either Party (such as, but not limited to, harsh weather conditions), or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **End of Term.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property to Landlord. If Tenant remains in possession of all or any part of the Property after the expiration of the Term without the prior written consent of Landlord, such possession shall constitute a month-to-month tenancy only and subject to every term, condition, and covenant contained in this Lease.

29. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by a nationally recognized courier service and shall be deemed given the following day. All notices shall be addressed as follows:

TENANT:

Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
Attn: Phillip Jordan
475 N Main St.
Heber City, UT 84032

With a copy to (which shall not constitute notice):

Joshua D. Jewkes, Esq.
Gordon Law Group, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

LANDLORD:

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

Either party may change its address by notice given in accordance with this Paragraph.

30. **Amphitheater.** JRD is responsible for construction of a proposed amphitheater within the Arts District (the "Amphitheater"), which the Parties agree is an essential and conditional component of the Arts District. The City shall use commercially reasonable efforts to ensure the Amphitheater is constructed in close proximity to the Arts Center for ease and efficiencies of operations. Within sixty (60) days following execution of this Lease, WAC shall submit a written proposal to the City for operations and event programming / booking of the Amphitheater in a role as its exclusive service contractor. WAC has agreed to provide consulting services to JRD for reasonable compensation as the Amphitheater's operator advising in the design and construction of the Amphitheater to ensure that maximum efficiencies and harmony with the Arts Center are achieved.

31. **Recording.** This Lease shall not be filed for public record. However, upon request by either Party, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease that may be filed for record by either Party at any time after the execution of this Lease, setting forth the parties, description of the Property, Term, and any other provisions mutually agreed upon.

32. **Miscellaneous Provisions.**

(a) This Lease shall be governed by and construed in accordance with the laws of the state of Utah. Landlord and Tenant agree to submit any dispute arising hereunder to the exclusive jurisdiction of the Fourth Judicial District Court, Wasatch County, Utah. If any dispute arises between the Parties concerning enforcement or interpretation of this Lease or to seek damages for breach thereof or arising out of or relating to the Building or the Property, the prevailing party shall be entitled to reasonable attorney's fees and costs, through appeal. LANDLORD AND TENANT EACH AGREE TO, AND THEY HEREBY DO WAIVE, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE BUILDING AND THE PROPERTY AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

(b) Time is of the essence with respect to the performance of every provision of this Lease.

(c) The captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

(d) This Lease and Exhibits attached hereto and incorporated herein contain all the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, representation, or understanding, oral or written pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by an authorized representative of each of the Parties or their respective successors in interest.

(e) No waiver by a party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Lease Term or Renewal Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

(f) This Lease shall be binding upon, and inure to the benefit of the Parties, their heirs, successors, assigns, executors, and administrators.

(g) Tenant shall not operate on the Property, and shall not permit any other person to operate on the Property, any trade or business consisting (1) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or (2) farming, as that term is defined in Section 2032A(e)(5)(A) or (B) and Section 45D of the IRS Code, nor shall it enter into any sublease with a tenant that intends to operate any such trade or business on the Property. Tenant shall comply with the terms of any financing documents related to the Property and applicable to a lessee of the Property, including without limitation, all requirements relating to the operation of a "qualified business" under Section 45D of the IRS Code and the Treasury Regulations thereunder. Further, no recreational or medical marijuana may be grown or consumed on the Property or in the Building by Tenant or its employees, guests, or invitees.

(h) Should any mortgagee or beneficiary under a deed of trust require a modification of this Lease, which modification will not bring about any increased cost or expense to either Party or will not in any other

way substantially change the rights and obligations of either Party hereunder, then and in such event, the Parties each agree that this Lease may be so modified.

(i) Each individual executing this Lease on behalf of an entity represents and warrants that (1) he/she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with its bylaws or operating agreements; (2) this Lease is binding upon said corporation or entity; and (3) a resolution to that effect in a form reasonably acceptable to the other Party shall be provided immediately upon request.

(j) Both Parties agree they have been advised to obtain, and given the opportunity to obtain, the advice of their own independent legal counsel with respect to this Lease, any related agreements, and the transactions contemplated hereunder. This Lease shall not be construed in favor of either Party.

(k) It is not the intention of Landlord or Tenant to create hereby an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the Parties hereto to create only a relationship of Landlord and Tenant.

(l) This Lease may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Electronic signatures shall be deemed originals.

33. **Brokerage.** No party has acted as, by or through a broker in the effectuation of this Lease, except as set out hereinafter. THE PARTIES AGREE TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM ALL DAMAGES, LIABILITY, AND EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) ARISING FROM ANY CLAIMS OR DEMANDS OF ANY OTHER BROKER OR BROKERS OR FINDERS FOR ANY COMMISSION ALLEGED TO BE DUE SUCH BROKER OR BROKERS OR FINDERS IN CONNECTION WITH THIS LEASE.

34. **Patriot Act Certification.** Tenant certifies that neither Tenant, nor any of its constituent partners, managers, members or shareholders, nor any beneficial owner of Tenant or any such partner, manager, member or shareholder, nor any other representative or affiliate of Tenant is a "Prohibited Person," defined as (a) a person, entity or nation named as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person pursuant to any law, order, rule or regulation that is enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including, but not limited to, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"); (b) a person, entity or nation owned or controlled by, or acting on behalf of, any person, entity or nation named as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person pursuant to any law, order, rule or regulation that is enforced or administered by OFAC, including, but not limited to, the Executive Order and the Patriot Act; (c) a person, entity or nation engaged directly or indirectly in any activity prohibited by any law, order, rule or regulation that is enforced or administered by OFAC, including, but not limited to, the Executive Order and the Patriot Act; (d) a person, entity or nation with whom the Landlord is prohibited from dealing or otherwise engaging in any transaction pursuant to any terrorism or money laundering law, including, but not limited to, the Executive Order and the Patriot Act; (e) a person, entity or nation that has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering; or (f) a person, entity or nation who is affiliated with any person, entity or nation who is described above in subparagraphs (a) through (e) above. Tenant agrees to indemnify and save Landlord, Landlord's representatives and Landlord's managing agent and mortgagee harmless against and

from any and all claims, damages, losses, risks, liabilities and expenses, including attorneys' fees and costs, arising from or related to any breach of the foregoing certification.

35. **Approval by City Council.** The Parties agree that this Lease is subject to the express approval of the City Council. Should the City Council not approve, this Lease shall become null and void without further action by the Parties.

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*[remainder of page intentionally left blank
signatures on following page]*



IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

LANDLORD:

HEBER CITY CORPORATION,
a political subdivision of the state of Utah

By: _____
Name:
Title:

TENANT:

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation

By: _____
Name:
Title:

[signature page to the Ground Lease and Parking Agreement – 1 of 1]

EXHIBIT A

Property Location and Legal Description

Attached.

EXHIBIT B

Plans and Specifications

Attached.

EXHIBIT C

Parking Agreement

Attached.

When Recorded, Mail To:
Joshua D. Jewkes, Esq.
GORDON LAW GROUP, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

Parcel Nos.

PARKING AND EASEMENT AGREEMENT

THIS PARKING AND EASEMENT AGREEMENT (the “**Agreement**”) is executed effective as of December __, 2023 (“**Effective Date**”) by and between HEBER CITY CORPORATION, a political subdivision of the state of Utah (the “**City**” or “**Grantor**”) and WASATCH COUNTY ARTS COUNCIL, INC., DBA WASATCH ARTS COUNCIL, a Utah non-profit corporation (“**WAC**”) in connection with that certain Ground Lease between the Parties of even date herewith. Landlord and Tenant are collectively referred to herein as the “**Parties**”, and each a “**Party**”.

RECITALS

WHEREAS, pursuant to its creation of “Jordanelle Ridge Public Infrastructure Districts Nos. 1-5” pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq.*, the City anticipates it will receive fee title to approximately 4.4 acres of vacant real property located in the southwest area of the Arts District, as shown on Exhibit 1 attached hereto (the “**Property**”), which is located within PID 2, also known as the Arts District; and

WHEREAS, the City anticipates it will receive fee title to other adjoining and surrounding parcels within the Arts District (collectively, the “**Burdened Properties**”) on which various improvements, including an amphitheater, are to be built; and

WHEREAS, WAC, as Tenant, has entered into a written Ground Lease for the Property of even date herewith (the “**Lease**”), to lease the Property from the City, as Landlord, for an initial term of fifty (50) years for the construction, operation, and maintenance of an Arts Center, conditional upon conveyance and dedication of the Property to the City; and

WHEREAS, the City is to use commercially reasonable efforts to ensure construction of certain Arts District Improvements outside of and surrounding the Arts Center for common use by the City and WAC, including, without limitation, roads, driveways, parking stalls, sidewalks, and landscaping; and

WHEREAS, in conjunction with the Lease and its operation of the Arts Center, WAC needs at least four hundred (400) well-maintained parking stalls available for exclusive-first-priority use by the Art Center’s patrons and additional parking stalls on a non-exclusiveshared basis as a critical component of the Art Center’s ability operate and succeed; and

WHEREAS, the Parties wish to allow the City and WAC patrons to jointly benefit from the parking that is currently or will (through construction of the Arts District Improvements) become available in the Arts District; and

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are a material part of and incorporated into the Parties' agreement, and of the mutual benefits contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Landlord and Tenant for themselves and their successors and assigns, intending to be legally bound, agree as follows:

1. **Incorporation of Lease Terms.** The terms of the Lease are incorporated herein by reference for all purposes. Any capitalized term not defined herein shall have the same meaning as in the Lease. In the event of a conflict between the Lease and this Agreement, the terms of this Agreement shall control for purposes of interpreting this Agreement only.

2. **Conditions.** Notwithstanding the foregoing anything to the contrary herein, all obligations of the Parties shall be expressly conditional upon the final conveyance and dedication of the Property to the City. The City shall use all reasonable efforts to obtain dedication of the Property. Should the Property or the Burdened Properties not be conveyed and dedicated to the City, this Agreement and all the Parties' rights and obligations hereunder shall be null and void upon written notice by either Party. This Agreement shall be not recorded unless and until the final conveyance and dedication of the Burdened Properties to the City.

3. **Identification of the Burdened Properties.** The Parties acknowledge and agree because the land within Arts District is not yet subdivided, the Burdened Properties have not been assigned a parcel or tax identification number and are not capable of being described legally. Once the Burdened Properties receive parcel or tax identification numbers and legal descriptions, and prior to recording this indenture, the Parties will attach a map and legal descriptions of the Burdened Properties as Exhibit 1 hereto and supply the corresponding parcel or tax identification numbers and a metes-and-bound legal description.

4. **Provision of Arts Center Parking Improvements.** The Parties acknowledge and agree that adequate parking and access to parking for the Arts Center and the surrounding facilities within the Arts District, including the amphitheater, are essential and conditional to the success of the Arts Center. The Parties further acknowledge that funding for the Arts District Improvements is contingent upon the issuance of public bonds and outside the direct control of the Parties. Therefore, as soon as reasonably practicable after receiving title to the Burdened Properties, and subject to the availability of funding, the City shall, consistent with its obligations under the PID Governing Documents, use commercially reasonable efforts to ensure the development and construction of the following preferred improvements adjacent to the Arts Center on the Burdened Properties: (a) no less than four hundred (400) parking stalls; (b) an adequate number of electric vehicle charging stations to be mutually agreed upon by the Parties; (c) bus drop-off areas for up to four (4) buses simultaneously; (d) twenty (20) stalls for "back-of-house" parking located immediately adjacent to the Building; and (e) associated improvements such as parking lots, curb cuts, access drives, sidewalks, and walkways consistent with prevailing industry standards for similar projects. The foregoing described improvements are collectively referred to herein as the "**Arts Center Parking Improvements**" and shall be for the ~~exclusive-first-priority~~ use of WAC and its successors, assigns, sublessees, employees, vendors, guests, invitees, licensees, and customers when and as required by WAC (collectively, "**WAC Permittees**" or "**Grantee**") and shall be marked with clear signage. The Parties shall actively coordinate parking for competing events requiring the use of the Arts Center Parking Improvements so that the maximum public access to all events (including the Amphitheater) is reasonably achieved.

The City shall use commercially reasonable efforts to ensure the Arts Center Parking Improvements are constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials with adequate lighting, striping, and signage. Prior to construction, the City shall share with WAC the design, plans, and specifications for the Arts Center Parking Improvements, and the Parties shall reasonably cooperate with one another in designing and planning the WAC Parking Improvements to harmonize the Arts Center with the Arts Center Parking Improvements and surrounding facilities within the Arts District. The Arts Center Parking Improvements shall be complete no later than opening day of the Arts Center. The foregoing shall be constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials.

If for any reason the Arts Center Parking Improvements cannot be or are not constructed as described above, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

5. **Construction of Other Parking Improvements.** In addition to the Arts Center Parking Improvements, the City shall use commercially reasonable efforts to ensure construction of other parking stalls and associated improvements in the Arts District to be located within reasonable walking distance, and no greater than 1/8 of a mile, from the Arts Center, which stalls shall be available for use by the WAC Permittees on a ~~non-exclusive~~shared basis (“**Other Parking Improvements**”). The City shall use commercially reasonable efforts to ensure the Other Parking Improvements are constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials. Should the Other Parking Improvements not be constructed as preferred above, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

6. **Maintenance of Improvements.** Subject to their completion and dedication to the City, the City shall have sole responsibility for operation, maintenance, repairing, improvement, and replacement of the Arts Center Parking Improvements and Other Parking Improvements, including, without limitation, maintenance, improvement or repair of the driveway surface, striping, signage, landscaping, lighting, and snow and ice removal. The City shall maintain said improvements at its expense in a safe, neat, and orderly condition, in good repair, free of noxious weeds, trash, rubbish, and other unsightly materials, neatly landscaped and trimmed, and the City shall undertake periodic inspections to ensure that the improvements are maintained in a safe, neat, and orderly manner and that the terms and conditions of this Agreement and the Easements are met.

7. **Grant of Nonexclusive Use and Access Easements.** The City, as Grantor, hereby conveys, declares, and establishes during the Term of the Lease (and any extension or renewal thereof) for the benefit of the WAC and the WAC Permittees, as Grantee, the following non-exclusive, non-revocable easements in gross (collectively, the “**Easements**”):

(a) To use the parking stalls, parking lots, driveways, roads, sidewalks, and similar improvements within the Arts District for purposes of parking and as a right of way for reasonable access, ingress, and egress to, from, upon, over, and across the Arts District.

(b) The further right of access, ingress, and egress to and from the Arts District over and across reasonable routes (driveways, roads, sidewalks) approved by the City on other parcels owned or controlled by the City in proximity to the Arts District on in order that Grantee might exercise the rights granted by this indenture.

8. **Easement In Gross.** The Easements granted herein is a commercial easement “in gross.” Grantee shall not have the right to lease or otherwise permit the use of the Easements by any person or entity other than to

the WAC Permittees, nor shall Grantee assign any of the rights, privileges, duties, or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

9. **Term.** The Easements, covenants, conditions, and restrictions contained in this Agreement shall be effective commencing recording of this Agreement and shall terminate concurrent with the termination or expiration of the Lease so long as used for the above-described purposes, unless this Agreement is modified, amended, cancelled, or terminated by an instrument in writing signed by Grantor and Grantee. The Easements shall terminate concurrent with the termination or expiration of the Lease.

10. **Recording.** Subject to the terms of Paragraph 2 above, the Parties shall cause this indenture to be recorded in the Office of the Wasatch County Recorder, state of Utah as soon as reasonably practicable after the Burdened Properties are conveyed and dedicated to the City.

11. **Declaration.** Grantor and Grantee hereby declare that the Easements shall inure to the benefit of Grantee and their legal representatives. Grantor hereby declares that the Burdened Properties shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the Easements and the terms and conditions set forth herein, which shall run with the land and shall be binding on all parties having or acquiring legal title or an equitable interest in the Burdened Properties or any portion thereof.

12. **Due Regard.** Grantee shall use the rights granted above with due regard to the rights of others and their use thereof and shall not use the Easements in any way that would impair the rights of Grantor or others to the use of the same.

13. **No Interference.** Grantor covenants and agrees to not at any time undertake any act, directly or indirectly or through a third party, to obstruct, make more difficult, or otherwise interfere with the reasonable use or intended use of the Easements described herein, including without limitation, ingress and egress.

14. **No Merger.** This Agreement and the Easements and rights declared and established herein are intended to remain separate from Grantor's fee simple interest in the Burdened Properties and shall not merge therewith.

15. **Reserved Rights.** Notwithstanding any of the foregoing covenants to the contrary, Grantor specifically reserves for itself, its officers, employees, tenants, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

(a) The right to enter, pass, and repass the Burdened Properties at any time, including the superior right to use any prior easement affecting the property described herein.

(b) All rights as owner of the Burdened Properties, including the right to use the Burdened Properties for all purposes not inconsistent with this Easement and Agreement.

(c) The right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the terms and conditions of this indenture.

(d) Unless expressly stated herein, the Easements granted herein are non-exclusive, and Grantor specifically reserves the right to grant additional easements in, over, under, and across the Easements for any purpose as Grantor deems necessary, in Grantor's sole discretion not inconsistent with this grant.

(e) Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the lands described herein.

16. **Indemnification.** The City is a governmental entity under the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.*, as amended (the “**Immunity Act**”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts or omissions that are committed by it or by its agents, officials, or employees. Neither Party waives any claims or defenses otherwise available under the Act.

17. **Force Majeure.** In the event that either Party shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay..

18. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by a nationally recognized courier service and shall be deemed given the following day. All notices shall be addressed as follows:

GRANTEE:

Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
Attn: Phillip Jordan
475 N Main St.
Heber City, UT 84032

With a copy to (which shall not constitute notice):

Joshua D. Jewkes, Esq.
Gordon Law Group, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

GRANTOR:

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

Either party may change its address by notice given in accordance with this Paragraph.

19. **Miscellaneous Provisions.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The City and WAC agree to submit any dispute arising hereunder to the exclusive jurisdiction of the Fourth Judicial District Court, Wasatch County, Utah. If any dispute arises between the Parties concerning enforcement or interpretation of this Agreement or to seek damages for breach thereof or arising out of or relating to the Building or Property, the prevailing party shall be entitled to reasonable attorney’s fees and costs, through appeal. THE CITY AND WAC EACH AGREE TO, AND THEY HEREBY DO WAIVE, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE EASEMENTS, THE IMPROVEMENTS, THE BURDENED PROPERTIES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

(b) This Agreement and any Exhibits attached hereto and incorporated herein contain all the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement, representation, or understanding, oral or written pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by an authorized representative of each of the Parties or their respective successors in interest.

(c) No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a party of the same or any other provision.

(d) This Agreement shall be binding upon, and inure to the benefit of the Parties, their heirs, successors, assigns, executors, and administrators.

(e) Each individual executing this Agreement on behalf of an entity represents and warrants that (1) he/she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its bylaws or operating agreements; (2) this Agreement is binding upon said corporation or entity; and (3) a resolution to that effect in a form reasonably acceptable to the other Party shall be provided immediately upon request.

(f) Both Parties agree they have been advised to obtain, and given the opportunity to obtain, the advice of their own independent legal counsel with respect to this Agreement, any related agreements, and the transactions contemplated hereunder. This Agreement shall not be construed in favor of either Party.

(g) It is not the intention of either Party to create hereby an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the Parties hereto to create only a relationship of Grantor and Grantee.

(h) This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Electronic signatures shall be deemed originals.

20. **Approval by City Council.** The Parties agree that this Agreement is subject to the express approval of the City Council. Should the City Council not approve, this Agreement shall become null and void without further action by the Parties.

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*[remainder of page intentionally left blank
Signatures and acknowledgements on following page]*

IN WITNESS WHEREOF, the parties have duly executed this Parking Agreement effective as of the Effective Date first above written.

GRANTOR:

HEBER CITY CORPORATION,
a political subdivision of the state of Utah

By: _____
Name:
Title:

Acknowledgement:

STATE OF UTAH)
 :ss
COUNTY OF WASATCH)

On _____, 20__, personally appeared before me, _____, who duly acknowledged to me that he/she had executed this Parking Agreement in his/her capacity as _____ of Heber City Corporation.

NOTARY

SEAL:

[signature page to the Parking Agreement – 1 of 2]

GRANTEE:

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation

By: _____
Name:
Title:

Acknowledgement:

STATE OF UTAH)
 :ss
COUNTY OF WASATCH)

On _____, 20__, personally appeared before me, _____, who duly acknowledged to me that he/she had executed this Parking Agreement in his/her capacity as _____ of Heber City Corporation.

NOTARY

SEAL:

[signature page to the Parking Agreement – 2 of 2]

EXHIBIT 1

Map and Description of the Burden Properties

Attached.

TERM SHEET
Between Wasatch County Arts Council and Heber City Corporation
Regarding the Ground Lease of Real Property in PID No. 2
for Community Arts Center
August 2022

Scope

Wasatch County Arts Council, Inc., DBA Wasatch Arts Council, a Utah non-profit corporation and IRC 501(c)(3) charitable organization, or its designee(s) (“**WAC**”) and Heber City Corporation, a political subdivision of the state of Utah, or its designee(s) (the “**City**”) enter into this term sheet (the “**Term Sheet**”) setting forth the terms of an agreement for the ground leasing and improvement of certain real property on which a community arts center structure and related improvements (the “**Arts Center**”) is to be constructed within Jordanelle Ridge Public Infrastructure District No. 2 (“**PID 2**”) approved by the City (collectively, the “**Lease**”). The parties hereto acknowledge and agree that they have reached agreement on the essential terms of an anticipated Lease subject to approval by the City Council. The parties shall agree to the terms of a written ground lease, parking agreement, and/or other related documentation customary for transactions of this type (collectively, the “**Lease Documents**”) that contain (among other things) customary representations, warranties, and indemnities. The parties will use reasonable efforts to negotiate and execute the Lease Documents promptly following the date of this Term Sheet.

Essential Terms

PID Background:

On March 1, 2022, at regularly scheduled meeting of the City Council, the City approved pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq.* the creation of, and governing documents for, “Jordanelle Ridge Public Infrastructure Districts Nos. 1-5” (“**PIDs**”) as independent units of local government for the purpose of providing for the planning and construction of various public improvements. In connection with the approval, the Council has caused the City to execute certain documents governing the PIDs including the “Governing Document for Jordanelle Ridge Public Infrastructure Districts Nos. 1-5” and the “Cooperation Agreement” attached thereto (collectively, “**PID Governing Documents**”). The land on which the PIDs will exist is currently owned by Jordanelle Ridge Development (“**JRD**”) and, pursuant to the PID governing documents, JRD is required to improve the land and convey it to the City.

Property Identification:

Approximately 4.4 acres of real property located in the southwest area of PID 2 (the “**Property**”). A map showing the approximate location of the Property is attached hereto as Exhibit A and incorporated herein by reference. The land within PID #2 is not yet subdivided, so the Property has not been assigned a parcel or tax identification number. PID 2 is referred to herein as the “**Arts District**”.

Purpose:

The Arts Center to be designed, constructed, and operated exclusively by WAC within the Arts District as a public assembly for arts and culture to

serve the citizens of the City and surrounding areas. WAC is in the process of raising funds to construct the Arts Center, which has not yet been designed and engineered.

- Parties:** The City as lessor, and WAC as lessee.
- Lease Term:** For a period of fifty (50) years beginning on the date of possession of the Property. Provided WAC is not in default, WAC may renew the lease at its sole option for one (1) additional twenty-five (25) year term upon the same terms and conditions. The parties may agree upon additional renewals. At the end of the Term and any renewals, WAC will at once surrender and deliver up the Property, together with all improvements thereon, to the City should certain conditions be met. The City agrees to cooperate in good faith with WAC in the event the foregoing terms need to be adjusted to accommodate reasonable restrictions imposed or demanded by donors to the Arts Center.
- Rent:** During the Lease Term and all renewals, WAC shall pay the City total rent of \$1.00. No escalation or other adjustments through the Term and any renewals.
- Contribution:** The City shall obtain a commercial real estate appraisal of the value for the term of the Lease and any agreed renewals, and the City shall receive the lease value, as agreed upon by the parties, as compensation from WAC on its books and records but also simultaneously recognize and reflect the same amount as a contribution to WAC with associated tax benefits, if any, commensurate with such recognition of other donors to the Arts Center. The parties will mutually decide when the contribution will be deemed to have been made. Neither party makes any representation or warranty as to the tax consequences of this transaction. WAC shall reimburse the City for half the reasonable cost of the appraisal.
- Infrastructure:** Subject to the PID Governing Documents and the City's review and approval, the City shall be responsible only to construct and/or maintain those items, improvements, and infrastructure expressly delegated to the City in the PID Governing Documents as it relates to PID 2. As listed in the PID Governing Documents, these include: Park Landscaping, Parking Lot, 60' Road- 2000', Major collector- 2030', Amphitheater, Timpanogos Trail improvements, Retaining, Grading, Power, all common-use infrastructure, such as roads, driveways, parking stalls, sidewalks, water, sewer, landscaping, electric power, and other reasonably necessary common use improvements adjacent to and around the exterior of the Building (collectively, the "**Arts District Improvements**").
- Possession:** Upon condition and in the event that JRD transfers the Property to the City, the City shall then deliver possession of the Property to WAC no later than then 60 days following transfer of Property from Jordanelle Ridge to City. Possession need not include the completed Arts District Improvements. However, it shall include surveyed property boundaries,

access roads, and power and water connections for construction purposes, and land ready for construction and free from debris. The Arts District Improvements must be completed no later than when the Arts Center opens for business.

Construction:

WAC is responsible for the design and construction of the Arts Center and any improvements within the envelope of the structure (“the Building”) subject to City code approval. City agrees that the Property shall be zoned to allow construction and operation of the Arts Center. As part of said approval, the City shall review all design packages, plans, and specifications to require that they comply with City land use regulations. WAC shall begin construction of the Arts Center on the Property no later than January 1, 2029 (the “Construction Start Date”) and shall complete construction no later than thirty-six (36) months from the date construction begins, subject to force majeure. If WAC fails to do so absent written consent by the City, the Property shall revert to the City at no cost to WAC, and this Term Sheet and the Lease Documents shall be null and void. The City shall use its best efforts to cooperate with WAC in expediting and granting all permits necessary for construction of they comply with City land use regulations. WAC shall be required to obtain standard payment and performance bonds to guarantee completion, and bonds shall be provided for each contractor before beginning work. WAC shall report to the City Council quarterly as to the status of the construction and shall make copies of construction management reports available to the City for review until completion.

Parking Agreement:

The parties shall enter into a separate parking agreement with easements during the Term of the Lease running with the land for the benefit of WAC. The parties acknowledge that adequate parking and access to parking for the Arts Center and surrounding facilities within the Arts District are essential and conditional to success of the Arts Center. Specific items may include but are subject to negotiation by the parties: (1) no less than 400 parking stalls for exclusive use of the Arts Center; (2) an adequate number of electric vehicle charging stations; (3) bus drop-off areas for up to 4 buses at a time; and (4) 20 stalls for back-of-house parking. The parties may agree to cross easements for use of parking stalls. However, there shall be additional and separate parking for Arts District use.

Maintenance Obligations:

The City shall repair and maintain at its sole cost and expense the Arts District Improvements beginning at the exterior envelope of the Arts Center. WAC shall repair and maintain at its sole cost and expense the Arts Center, including its interior and exterior envelope. Repairs and maintenance shall be conducted in a timely manner so that the improvements remain in good condition and repair throughout the Term and at a level of quality that is consistent with comparable improvements in the area and in full compliance with all zoning, health, and safety regulations in force. WAC shall be permitted to make improvements to the Arts Center at its discretion.

Amphitheater:

JRD is responsible for construction of a proposed amphitheater within the Arts District, which the parties agree is an essential and conditional component of the Arts District. The amphitheater shall be constructed adjacent to the Arts Center for ease and efficiencies of operations. Within 60 days following execution of the Lease, WAC shall submit a written proposal to the City for operations and event programming / booking of the amphitheater in a role as a service contractor. WAC has agreed to provide consulting services to JRD for reasonable compensation as the amphitheater's operator advising in the design and construction of the amphitheater to ensure that maximum efficiencies and harmony with the Arts Center are achieved.

Use and Access: WAC shall be granted a continuous use license for the premises in accordance and subject to the following conditions and terms: (1) WAC's exclusive control and responsibility of and for the Building, and (2) WAC's right to negotiate and execute any and all performance and service agreements with third parties including, but not limited to, concerts, events, cleaning, and maintenance.

Subject to the foregoing conditions, WAC shall be permitted to maintain sole control over and management of operations and scheduling the Arts Center. The Arts Center shall be available to the City for public use twenty (20) days per calendar year, per each public assembly space. The City shall pay no rent for public use. The City shall pay actual costs for its use, including labor, cleaning, equipment rental, security, and administrative services. The parties will mutually agree upon an annual scheduling policy and procedure for the Arts Center.

Encumbrances:

WAC shall not do any act that in any way encumbers the title of the City in and to the Property. Any claim to, or lien upon, the Property arising from any act or omission of WAC shall accrue only against the leasehold estate of WAC and shall be subject and subordinate to the paramount title and rights of the City in and to the Property. The City agrees that it will not cause or agree to any change in the zoning classification of the Property that results in the use of the Arts Center being a non-conforming use.

Transfer of Control:

Either party may transfer management of maintenance and operational control to a third party at any time with written consent of the other party, which shall not be unreasonably withheld or delayed.

Insurance and Bonding:

The parties shall each maintain adequate liability, casualty, and other insurance in amounts to be mutually agreed upon. The policies shall name one another as additional insureds. Evidence of insurance to be provided. The Parties shall cooperate in obtaining bonding to insure financing and completion of the Arts Center. WAC shall be responsible to secure and maintain damage, fire, and other casualty insurance coverage, and all required alcohol beverage service and advertising permits and licenses.

Indemnification:	Mutual provisions indemnifying and holding harmless from damages or losses caused by the acts or omissions of the other party.
Quiet Enjoyment:	So long as WAC is not in default, the City covenants that WAC's quiet and peaceable enjoyment of the Property shall not be disturbed or interfered with by the City or by any person claiming by, through or under the City, including other users of the Arts District, which is essential to public assemblies, arts functions, and performances at the Arts Center.
Continuous Use:	Subject to securing and maintaining all state, local, and City required permits and licenses for the intended uses of the property, including but not limited to alcohol and beverage licensing, and subject to force majeure events, WAC shall continually use the Property as a community arts center unless agreed upon in writing by the parties. No abandonment or forfeiture unless WAC fails to use the Property as a community arts center for at least 120 consecutive days.
Default:	Specific default provisions shall be included consistent with similar ground leases, including breach of lease, abandonment, bankruptcy, assignment for the benefit of creditors. Reasonable notice and cure periods to be agreed upon by the parties. Remedies upon default shall be the reversion of the premises to the City but only in limited and extreme circumstances to be clarified in the Lease Documents.
Cancellation:	The City may, at its option, void the Lease by written notice to WAC if WAC fails to raise sufficient funds to construct the building by the Construction Start Date.
CC&Rs:	The parties may mutually agree in writing to covenants, conditions, and restrictions to bind the Property and all other parcels within the Arts District. Any such CC&Rs shall be properly recorded prior to construction and support the mutually agreed purposes of this Term Sheet and the Lease. As tenant, WAC will not be liable to pay any HOA dues or assessments. The City shall propose or change the use of or allow tenants in the Arts District that may materially interfere with the purpose or operations of the Arts Center without first receiving written consent from WAC, which consent will not be unreasonably withheld.
Miscellaneous:	The Lease Documents shall contain standard miscellaneous provisions relating to dispute resolution, governing law, damage and destruction, eminent domain, modification, force majeure, waivers, notices, surrender, and related issues commonly found in Lease Documents.
Assignment:	WAC or its successor may not transfer, or sale its license or tenancy in the Property without the written consent of the City, nor change its use of the Property without prior written approval of the City. WAC shall be free to sublease all or a portion of its interest in the Property and to bring on additional partners in the project.

Confidentiality: The City is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code §§ 63G-2-101 *et seq.* As a result, the City may be required to disclose certain information and materials to the public, upon request. Until approved in a public meeting this Term Sheet shall be treated as confidential by the parties and not disclosed except for employees and agents who have a need to know in connection with their work relating to the Transaction.

Enforcement: The long-term lease and any associated transaction(s) shall be governed by Utah law. Any dispute or controversy arising under or related to this Term Sheet shall be adjudicated by the courts of the Fourth Judicial District Court, Wasatch County, Utah, to whose exclusive jurisdiction each party consents. The prevailing party should be entitled to recover all reasonable attorney's fees, costs, and expenses.

Expiration: This Term Sheet shall automatically expire if not executed by all parties on or before ____ 2022, 11:59 p.m. MT.

Approval: This Term Sheet is expressly conditioned on the approval of the City Council.

Recognition: WAC shall provide recognition to the City within the Building in a form commensurate with like donor contributions and proportional to the value of the City's contribution and as reasonably agreed upon by the parties. Further, the parties agree that the City will be recognized at the public entrances in a reasonable manner.

Signatures

IN WITNESS WHEREOF and intending to be legally bound by essential terms herein, the undersigned have caused this Term Sheet to be duly executed effective as of the date last set forth below:

WASATCH COUNTY ARTS COUNCIL, a
 Utah non-profit corporation

HEBER CITY CORPORATION, a political
 subdivision of the state of Utah

 By:
 Its:
 Date:

 By:
 Its:
 Date:

APPROVAL OF CITY COUNCIL:

Date:



Acknowledgement:

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

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

RECITALS

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

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

To the District:

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

To Developer:

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

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

To the City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[This Space Left Intentionally Blank]

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

By: [Signature]
Chair

Attest:

[Signature]
Secretary



HEBER CITY

By: [Signature]
Mayor

Attest:

[Signature]
City Recorder

**JORDANELLE RIDGE REF ACQUISITION,
LLC**

By: [Signature]

Print Name: CODY WINTERSON

Title: Authorized Agent

EXHIBIT 1

Enhanced Improvements for District No. 2 (Village 2)

Art District- City Park

Performing Art Center Park	
Park Landscaping	\$ 1,250,000.00
Parking Lot	\$ 1,000,000.00
60' Road- 2000'	\$ 1,400,000.00
Major collector - 2030'	\$ 2,070,600.00
Amphitheater	\$ 5,000,000.00
Timp Trail Improvements	\$ 850,000.00
Retaining	\$ 1,200,000.00
Grading	\$ 2,150,000.00
Power	\$ 700,000.00
<u>Total</u>	\$ 15,620,600.00

EXHIBIT 2

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

Master HOA & Club Amenities

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

EXHIBIT 3

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

Special Service District

Secondary Water

P2 South Booster Pumps	\$ 420,000.00
P2 South Tank	\$ 898,560.00
P-1 Transmission Line	\$ 978,240.00
P-2 Distribution	\$ 563,328.00
P-2 South Transmission	\$ 204,480.00
Coyote Well	\$ 800,000.00

Culinary Water

PZ 4-5 Upper South Tank	\$ 1,080,000.00
PZ 4-5 Transmission Line	\$ 1,145,000.00
Pump House + PRV	\$ 500,000.00

Total **\$ 6,589,608.00**

Heber City

North Fields

Land	\$ 1,200,000.00
Basin	\$ 513,055.00

Coyote Canyon

Debris Basins-8	\$ 2,500,000.00
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Other Construction

Canal Crossing	\$ 1,400,000.00
Retaining Walls	\$ 1,200,000.00

Total **\$ 6,813,055.00**

Ground Lease & Parking Agreement

HEBER CITY COUNCIL

12/5/23

The Proposal & Request

Proposal:

Heber City (City) and the Wasatch County Arts Council (WAC) have negotiated a Ground Lease and Parking Agreement for 4.4 acres of real property located in the Jordanelle Ridge Arts District/PID No. 2. WAC intends to raise funds to construct an Arts Center Building supported by Arts District Improvements (roadways, parking, sidewalks, etc.).

Request:

Approve the negotiated Ground Lease and Parking Agreement

Overview

- Wasatch County Arts Council (WAC)
- Jordanelle Ridge Public Improvement District (PID) No. 2
- Enhanced Improvements in PID No. 2
- Ground Lease and Parking Agreement

Wasatch County Arts Council (WAC)

Wasatch County Arts Council, Inc., DBA Wasatch Arts Council

Utah non-profit corporation and IRC 501 (c) (3) charitable organization

Officially organized in 2014

Counterparty to Ground Lease and Parking Agreements

The Wasatch County Arts Council exists to support and coordinate the efforts of all art organizations committed to Wasatch County as a premier destination for visual and performing arts

Hope to raise \$60,000,000 +/- for a Community Arts Center to be located in Village 2/PID No. 2 of the Jordanelle Ridge Development

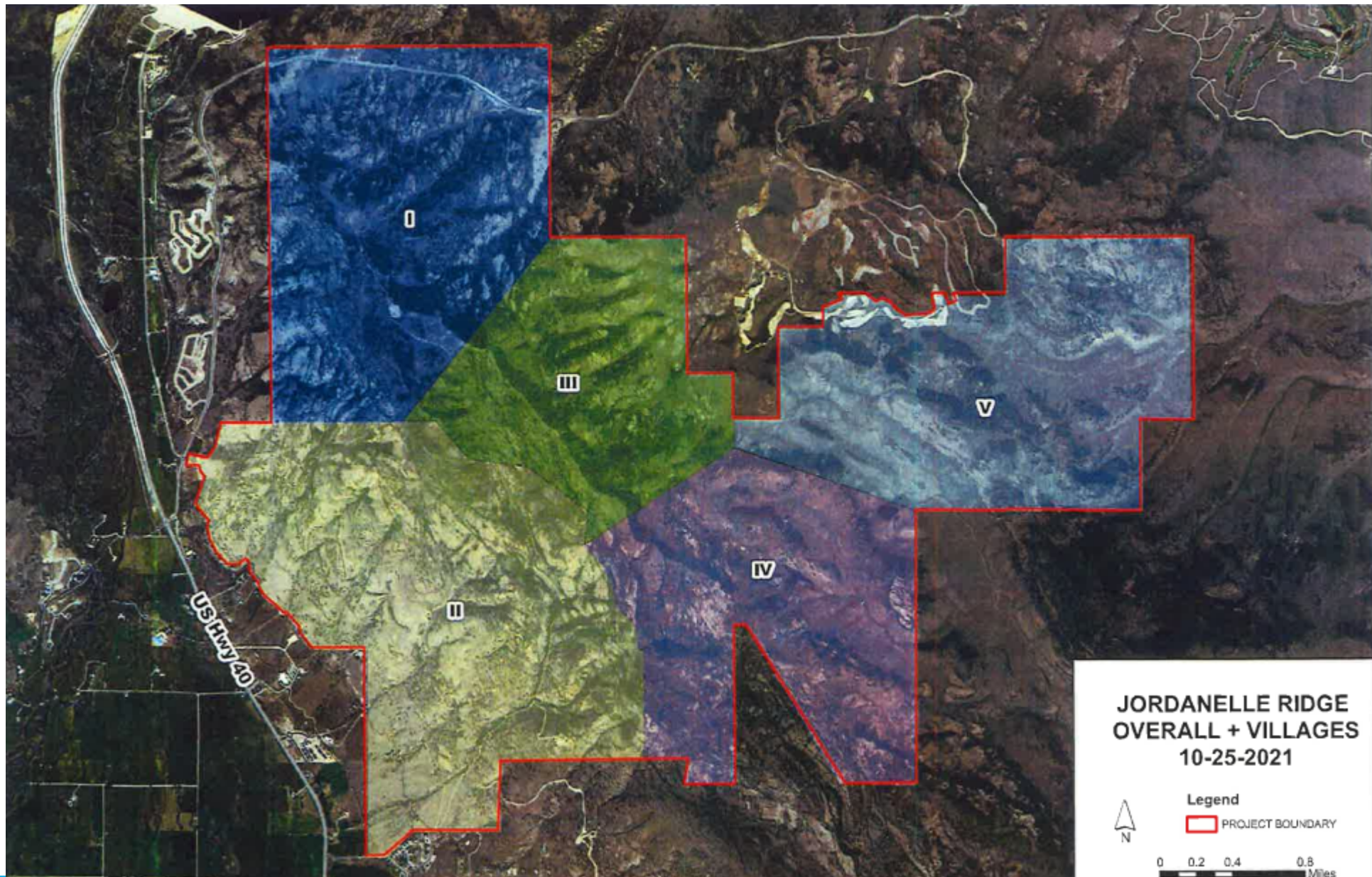
Seek agreement with Heber City for lease of 4.4 acres to build Community Arts Center and manage the adjacent outdoor Amphitheater



Jordanelle Ridge Public Infrastructure District

In March 2022 the Heber City Council Approved the Jordanelle Ridge Public Infrastructure District (PID)

- 1) The area of the initial District's boundaries includes approx. 3,051 developable acres, which encompasses Villages 1, 2, 3, 4, and 5 of the Jordanelle Ridge Master Plan Development.
- 2) Five separate PIDs will be established as part of the Development and within the initial District boundaries. PIDs 1 and 2 have been established.



Jordanelle Ridge Public Infrastructure District

In March 2022 the Heber City Council Approved the Jordanelle Ridge Public Infrastructure District (PID)

- 1) The area of the initial Districts boundaries includes approx. 3,051 developable acres, which encompasses Villages 1, 2, 3, 4, and 5 of the Jordanelle Ridge Master Plan Development.
- 2) Five separate PIDs will be established as part of the Development and within the initial District boundaries.
- 3) Governing Document and Cooperative Agreements between Heber City and the Jordanelle Ridge Public Infrastructure Districts No.1 and 2 and Jordanelle Ridge, LLC have been adopted which includes “enhanced improvement obligations.”

Enhanced Improvements for PID No. 2

Art District (40 Acres)

- Performing Art Center Park
 - Completed Outdoor Amphitheater
 - Donated site for Art Center Building (4.4 acres)
 - Public Parking and Backbone Infrastructure
 - Major Roads to unlock Campus
 - Adjacent Landscaping/Enhanced Park
- Total Enhanced Improvement Costs: \$15.6M
- Land deeded to City not included in taxing area



Art District Site Plan



Term Sheet

In August '22, the Heber City Council adopted a Term Sheet

- Representatives from Heber City and WAC negotiated the Term Sheet which served as the basis for negotiating final terms included in the proposed Ground Lease and Parking Agreement.

Essential Terms

1. 4.4 acres will be leased to WAC for development of a Community Arts Center Building. The leased area is located within the Jordanelle Ridge Development “Arts District” as part of PID No. 2.
2. The proposed lease term is 50 years with the option for one additional 25-year renewal term and may agree upon additional renewals. Term will begin within 60 days following transfer of property to City from Jordanelle Ridge Development
3. Rent is agreed at \$1.00 with no escalation or other adjustments through the Term and Renewal. City’s Contribution to WAC determined by a commercial appraisal of fair market value of the lease value. Additionally, City can use, rent-free, the Arts Center’s individual public assembly facilities up to twenty (20) days per calendar year for the length of the Term.

Essential Terms Cont.

4. Jordanelle Development LLC will provide for improvements necessary for the Arts Center Building, including: park landscaping, parking lot, roads, amphitheater, retaining, grading, power, driveways, sidewalks, water, and sewer. The City will be responsible for long term maintenance and repair of the improvements.
5. WAC solely responsible for the design and construction of Arts Center Building. WAC shall commence construction of the Community Arts Building no later than January 1, 2029 and shall complete construction within 36 months; otherwise property shall revert back to the City. City will have opportunity to review project elevations prior to commencement.
6. The Arts District Amphitheater will be constructed adjacent to the Arts Center Building. WAC will provide a proposal to Heber City for paid services to support designing, operating & programming the Amphitheater.

Essential Terms Cont.

7. Adoption of the Lease Agreement and Parking Agreement includes, as an attachment, a Parking and Easement Agreement that is incorporated “herein” by reference. Terms of the Parking and Easement Agreement include the following:

- No less than 400 parking stalls.
- An adequate number of electric vehicle charging stations.
- Bus drop off area—for 4 buses.
- 20 stalls for back-of-house parking; and
- “Associated Improvements” (i.e. parking lots, curb cuts, access drives, sidewalks, etc.)

An easement is granted to WAC as a guarantee for use of parking, right of ways, and through areas.

Essential Terms Cont.

8. JRD responsible for constructing Art District's Improvements per PID Governing Documents. If for any reason JRD cannot construct the Improvements, the Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to the Lease.

9. Default and Remedies: Default shall exist if any of the following occur: bankruptcy; failure to observe, keep, perform or cure provisions of the Lease. City may exercise any remedy available in law or in equity.

Next Steps

- Council approves Ground Lease and Parking Agreement
- Jordanelle Ridge LLC transfers property to Heber City
- Heber City transfers property to WAC
- Jordanelle Ridge LLC constructs Art District Improvements
- WAC achieves fund raising goals
- Construction of Community Arts Center Building
- Ribbon cutting

Discussion

& Next Steps



EXHIBIT 1

Enhanced Improvements for District No. 1

Special Service District

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

Heber City

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

City Park

Ice Ribbon		
	Park Landscaping	\$ 1,500,000.00
	Parking Lot	\$ 500,000.00
	Ice Ribbon/ Splash Pad	\$ 3,800,000.00
	Rental Building	\$ 350,000.00
	Zamboni	\$ 160,000
	Timp Trail Improvements	\$ 850,000
	Power	\$ 335,000.00
	60' Secondary Road	\$ 650,000.00
	<u>Total</u>	\$ 8,145,000.00

Enhanced Improvements for District No. 2 (Art District)

Special Service District

Secondary Water

P2 South Booster Pumps	\$ 420,000.00
P2 South Tank	\$ 898,560.00
P-1 Transmission Line	\$ 978,240.00
P-2 Distribution	\$ 563,328.00
P-2 South Transmission	\$ 204,480.00
Coyote Well	\$ 800,000.00

Culinary Water

PZ 4-5 Upper South Tank	\$ 1,080,000.00
PZ 4-5 Transmission Line	\$ 1,145,000.00
Pump House + PRV	\$ 500,000.00

Total \$ 6,589,608.00

Heber City

North Fields

Land	\$ 1,200,000.00
Basin	\$ 513,055.00

Coyote Canyon

Debris Basins-8	\$ 2,500,000.00
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Other Construction

Canal Crossing	\$ 1,400,000.00
Retaining Walls	\$ 1,200,000.00

Total \$ 6,813,055.00

Art District- City Park

Performing Art Center Park

Park Landscaping	\$ 1,250,000.00
Parking Lot	\$ 1,000,000.00
60' Road- 2000'	\$ 1,400,000.00
Major collector - 2030'	\$ 2,070,600.00
Amphitheater	\$ 5,000,000.00
Timp Trail Improvements	\$ 850,000.00
Retaining	\$ 1,200,000.00
Grading	\$ 2,150,000.00
Power	\$700,000.00

Total \$ 15,620,600.00



HEBER VALLEY ARTS CENTER

GROUND LEASE
PARKING AGREEMENT
2023



HEBER VALLEY ARTS CENTER

method studio



HEBER
VALLEY

CENTER
ARTS

Mission

*TO SUPPORT THE QUALITY OF LIFE OF HEBER VALLEY
RESIDENTS IN THE CREATION OF A COMMUNITY PERFORMING
ARTS CENTER, SHOWCASING LOCAL & TOURING ARTS
EXPERIENCES AND CREATING OPPORTUNITIES FOR THE
WASATCH ECONOMY*

Vision

*A MEMORABLE EXPERIENCE OF QUALITY ARTS IN
AN EXTRAORDINARY SETTING*

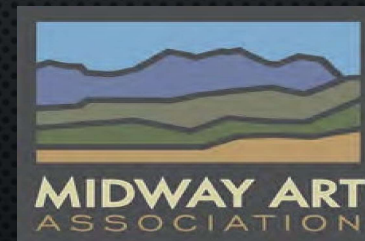
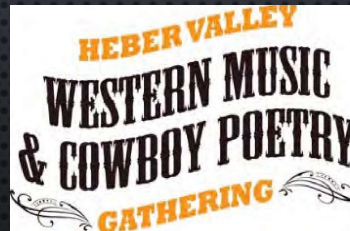


Provide Local Arts a Home in Heber Valley

16 LEGITIMATELY ESTABLISHED ARTS GROUPS



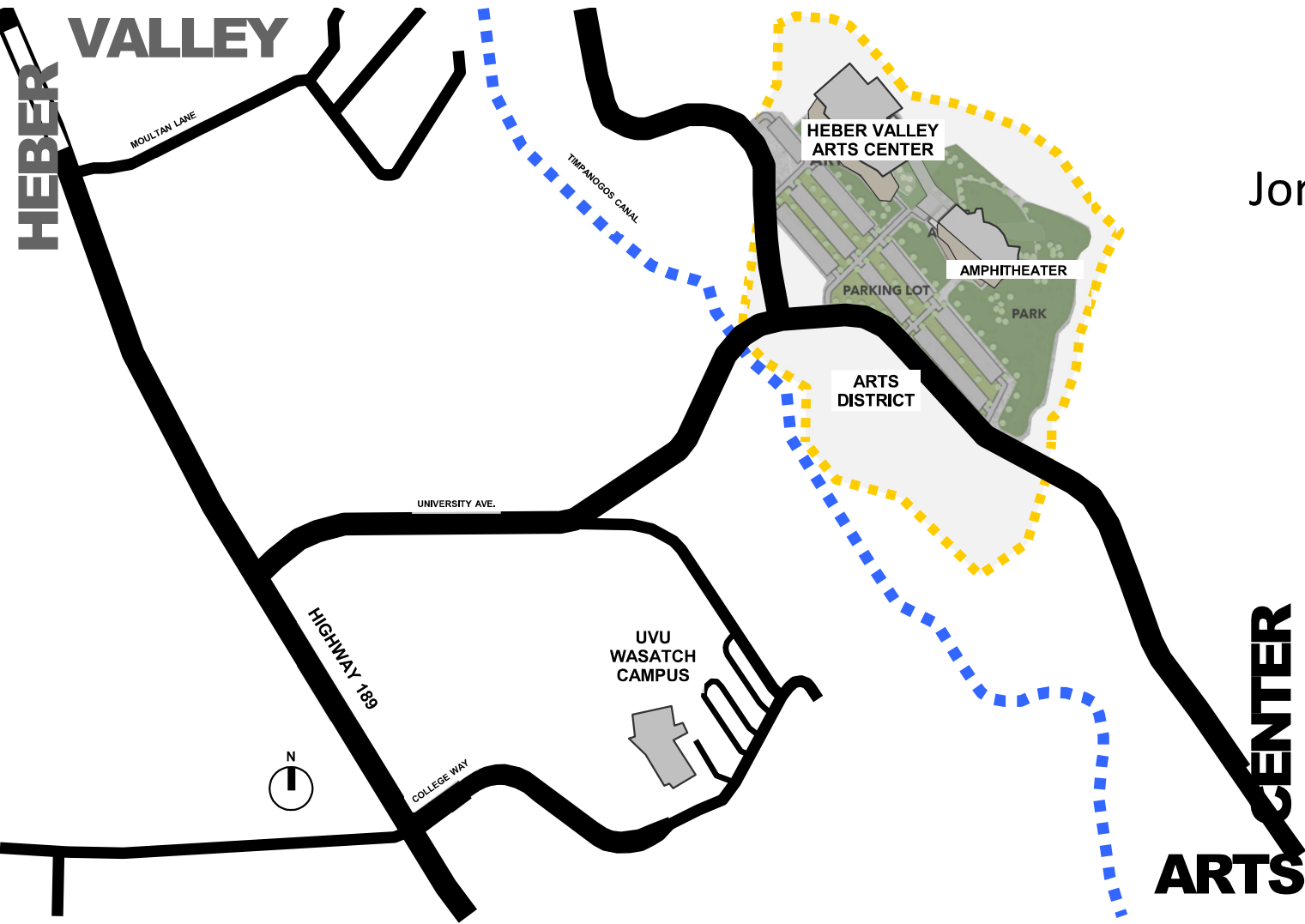
Wasatch Dance Center



Heber Valley Choir & Orchestra

50 Year Building

- 82,000 WASATCH COUNTY RESIDENTS BY 2065
- DESIGNED TO MEET PUBLIC DEMAND — SURVEY RESULTS SHOW 94% OF RESIDENTS WANT TO GROW ARTS AND CULTURE IN WASATCH COUNTY
- DESIGNED FOR DURABILITY AND SUSTAINABILITY — HIGH PERFORMANCE BUILDING STANDARDS FOR LOWER OPERATIONAL COSTS
- 75 YEAR GROUND LEASE AND PARKING AGREEMENT WITH HEBER CITY
- SUPPORTS THE LOCAL ECONOMY - ARTS CENTER EXPECTED TO GENERATE \$194 MILLION IN CUMULATIVE NET ECONOMIC OUTPUT OVER 30 YEARS
- PROVIDES ARTS EXPERIENCES FOR THE GROWING STUDENT POPULATION : 9,081 K-12 STUDENTS BY 2029



Jordanelle Ridge PID#2 "Arts District"

Capital Costs

- 50,000 SQ FT GROSS / 'UNIVERSITY-QUALITY' FINISHES
- ESTIMATED COST OF PROJECT
 - \$ **46.5 M** CONSTRUCTION
 - \$ **11.5 M** SOFT COSTS — FEES, PERMITS, TESTING, ALL THEATRE & FACILITY EQUIPMENT, PUBLIC ART

Project Total \$ 58 M *

* with Ground Lease & Parking Agreement with Heber City

*Funding Options **

PRIVATE FUNDS

CAPITAL FUNDRAISING CAMPAIGN

NAMING RIGHTS CAMPAIGN

DEVELOPER CONTRIBUTIONS

PUBLIC FUNDS

TAX EXEMPT FINANCING (COMMUNITY REINVESTMENT AREA)

REVENUE BONDS - INCOME FROM A SOURCE SUCH A TRANSIENT ROOM TAX OR

TRCC TAX SPECIFIC TO THE ARTS CENTER LOCATION

STATE LEGISLATIVE APPROPRIATIONS

US FEDERAL GRANTS

* Based upon Other Similar Arts Center Projects in Utah

Projected Timeline

2023	Secure Jordanelle Ridge Site Launch Public Relations & Capital Campaigns
2024	Contract Architect & Project Manager
2025	Complete Design & Bid General Contractor Operations Funding Secured Operator Contracted
2026	Construction Starts Venue Booking & Marketing Starts
2028	Construction Completed Pre-opening & Grand Opening



Let's Make This Happen Together!

Follow the project process
hebervalleyartscenter.com



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Fiscal Year 23-24 Budget - Evaluating Funding and Police Department Staffing
RESPONSIBLE: Jeremy Nelson, Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: To improve public safety for the citizens of Heber City.

SUMMARY

During the 2023-24 budget process, the police department requested additional police officers. The request was to supplement the department with rising calls for service, a growing population, and the increase of visitors and traffic in Heber City.

The Heber City Council agreed to add an additional full-time police officer at the beginning of the 2023-24 fiscal budget. The Heber City Council also agreed to reexamine an additional position during the middle of the fiscal year. If granted, this position would begin in January 2024.

RECOMMENDATION

The recommendation is to add one full-time regular police officer.

BACKGROUND

The Heber City Council agreed to add an additional full-time police officer at the beginning of the 2023-24 fiscal budget. The Heber City Council also agreed to reexamine an additional position during the middle of the fiscal year. If granted, this position would begin in January 2024. Originally, the police department asked for three (3) police officers. One police officer position was found to already be in the current budget, the second was approved for the start of the fiscal year. The third position was put on hold, and recommended to be re-evaluated halfway through the fiscal year.

Large annexations, the addition of the LDS temple, and population growth have increased the need for additional police officers. Challenges with Code Enforcement, Traffic Enforcement, Investigations and Major Crimes have also increased the need for additional police officers. The Police department has had increased calls, and have spent more time handling traffic complaints, auto accidents, and other calls for service.

DISCUSSION

Will the city council approve the addition of one full-time police officer during the current budget cycle?

FISCAL IMPACT

One entry-level police officer at starting wage for six (6) months = \$33,000
Equipment Setup (firearms, body armour, computers, printers, uniforms, etc.) = \$10,000
New Vehicle Lease, including upfit and setup: \$12,000

Total: \$55,000

Current Fiscal Conditions

The General Fund relies on two primary revenue sources to fund operations: Property Tax and Sales Tax. Property Tax, a relatively predictable revenue, is budgeted to be \$3,114,455 and covers approximately 19.5% of General Fund operating expenses. The City expects to receive Property Taxes in December. Sales Tax, a relatively volatile revenue, is budgeted to be \$6,973,551 (<1% more than prior year) and covers approximately 44.5% of General Fund operating expenses. As Property Tax is relatively stable and fully allocated, Staff recommends reviewing actual Sales Tax revenue when considering budget amendments to determine if actual revenue received is higher than budgeted.

The City receives Sales Taxes two months in arrears (July taxes are received in September, August in October, etc.). For fiscal year 2024, Sales Tax is 99% of prior year. For calendar year 2023, Sales Tax is 101.27% of prior year.

Historically, Sales Tax has grown by nearly 10+ percent every year for the last 10+ years. We are seeing a noticeable softening of Sales Tax in the current fiscal year.

To date, Police Department expenditures are within budgeted expectations.

CONCLUSION

The addition of a full-time entry-level police officer would be a small addition to the current fiscal budget.

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 , 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: Finance
Staff member: Jeremy Nelson, Deputy Police Chief
Sara Nagel, Finance Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Discussion Regarding TCSSD Sewage Wheeling Fees
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council input regarding a request by Twin Creeks Special Service District (TCSSD) to lower the Renewal & Replacement fees calculated as part of a Sewage Wheeling Study completed as required by the 2022 Shared Sewer Agreement between Heber City, Charleston, and TCSSD.

RECOMMENDATION

Provide input and direction to staff regarding the request from TCSSD so the Wheeling Fee Study can be finalized.

BACKGROUND

In January of 2022, Heber City finalized a Shared Sewer agreement with TCSSD and Charleston. The agreement established the terms for wheeling sewage through Heber City's collection system to the Heber Valley Special Service District (HVSSD) treatment plant. Included in the terms is a requirement for NVSSD and Charleston to pay a Wheeling Fee. Per the agreement, the Wheeling fee is to include the proportionate cost to provide this service including: 1) City Administration Costs, 2) HVSSD Treatment Costs, 3) City O&M Costs, and 4) Renewal & Replacement Costs for Existing and Future Facilities.

Following approval of the agreement, Zions Public Finance was hired to complete a study to help determine these costs. A draft of this study was completed in February of 2023 and was forwarded to NVSSD for review and comment. Among their comments was a request for Heber City to consider a lower fee relating to Renewal and Replacement Costs. (TCSSD comments are attached)

DISCUSSION

To determine the Renewal and Replacement Costs, the study estimated the total cost to replace each of the shared sewer lines and estimated the remaining service life of each pipe based on the date of construction. The cost to replace each pipe was divided by the remaining service life in years to determine a replacement cost per year. The cost was then divided proportionately based on the capacity reserved for TCSSD vs the capacity needed for all users. The resulting proportionate cost per year estimated for TCSSD in 2022 is \$138,025.25. This figure is anticipated to increase each year based on inflation, but could also decrease in the future when/if Red Ledges is served another way.

The amount calculated assumes that TCSSD is fully funding their proportionate share of the Renewal and Replacement costs. TCSSD doesn't believe this is equitable since it doesn't appear Heber City is fully funding our share of the Renewal and Replacement costs and suggested 2 alternative options that the City could consider.

- Option 1 - Reduce the request to a lower percentage of the requested renewal and replacement amount. The suggested amount would result in approximately 70% of the calculated amount, or for 2022 about \$96,000 instead of \$138,000.
- Option 2 - Have TCSSD pay the same percentage of Renewal and Replacement that Heber City is paying. Currently, Heber City is not putting money directly into a fund for future Renewal and Replacement, but is paying a substantial amount each year for replacement of old lines. Determining this number would take a lot of work, and potentially another study to determine, and would need to be an average over a certain number of years.

FISCAL IMPACT

Lowering the amount of Renewal and Replacement fees requested from TCSSD would result in a direct loss of revenue to our sewer fund equivalent to the amount of the reduction.

CONCLUSION

ALTERNATIVES

1. Continue to require that TCSSD fully fund their share of Renewal and Replacement Fees.
2. Approve a reduction to the Renewal and Replacement fees requested from TCSSD.
3. Continue

POTENTIAL MOTIONS

Discussion Item Only - Staff is seeking general direction from Council

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Shared Sewer Agreement
2. Draft Wheeling Fee Study
3. TCSSD Comments

Heber City, Twin Creeks, and Charleston

Agreement for Shared Waste Water Delivery and Facilities

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

1. **Counter Parties.** The Parties to this Agreement are:
 - A. Heber City, Utah, a Municipal Corporation (City)
 - B. Twin Creeks Special Services District (TCSSD)
 - C. Town of Charleston, Utah, a Municipal Corporation (Charleston)
2. **Services to be Provided.** City agrees to furnish to TCSSD and Charleston, and users agree to utilize and pay for the following:
 - A. Use of City sewer conveyance system to transport the User's wastewater from the User's system to Heber Valley Special Services District (HVSSD).
 - B. Construction of additional sewer capacity on Midway Lane by constructing new 36" line and abandoning existing 21" line.
3. **Term.** This Contract shall be in full force and continue in effect for a term of forty (40) years, with Users' options for two additional terms of twenty (20) years each.
4. **Definitions.**
 - A. Users: TCSSD and Charleston
 - B. Facilities:
 - 1) Facilities. Refers to Existing Shared Facilities and Future Shared Facilities.
 - 2) Existing Shared Facilities. Existing Shared Facilities are all City owned facilities shared by the users and existing as of the date of this Agreement. Refer to Exhibit A for complete list of Existing Shared Facilities.
 - 3) Independent Facilities. Independent Facilities are those built and exclusively owned by a single user and connect to City's Existing Shared Facilities. All connection points and associated meters are owned by City.
 - a. TCSSD Independent Facilities. Facilities owned by TCSSD with two proposed connections to City Facilities. An existing connection at 600 S. and Mill Road and a new connection at 1200 S. and Mill Road.
 - b. Charleston Independent Facilities. Facilities owned by Charleston with a single connection to City Facilities at approximately 1200 West and 1200 South.
 - 4) Future Shared Facilities. Future Shared Facilities are all City owned facilities shared by the users and constructed after the date of this Agreement with capacity used by the Users and City. City shall construct and own the Future Shared Facilities, but TCSSD and Charleston shall pay the cost of construction. Future Shared Facilities include a new 36" sewer line to be built on Midway Lane. The new 36" line is to replace City's existing 21" line dedicated to temporary City back-up.
 - a. City currently owns and utilizes an existing 36" line on Midway Lane that is projected to meet future City capacity demands. City also owns an existing 21" line on Midway Lane that currently serves as a temporary back up. If not for future capacity flow of TCSSD and Charleston, City would not need to construct

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Contract Termination.

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

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

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

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

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

- 15. Compliance with Laws.** All parties hereto agree to comply in every respect with any applicable State, Federal or County laws regulating the safe, sanitary and healthful operation of Facilities.
- 16. Liability of City.** City shall not be responsible for damages from any failure of the Facilities which cause a backup of effluent in Users mains. The Users agrees to save and hold City harmless from any damage to their collection systems or resulting from its Collection System by reason of sewer backup or inability of the System to accept the total effluent delivered to City's Facilities, unless it can be shown that a loss resulted from the gross negligence or intentional wrongful act of Heber, its agent, officers, or employees.
- 17. Joint Cooperation.** The parties hereby agree to cooperate with each other in the common planning and use of sewer lines and systems where such cooperation will result in greater efficiency and economy. It is recognized that such constraints as topography and practicality may logically require Interlocal cooperation from time to time. In the event of such planning or the common use of sewer lines not otherwise within the scope of the agreement the installation, operation and maintenance thereof shall be subject to the provisions of separate written agreement between the parties.
- Charleston agrees not to annex Parcels 08-7721 and 08-8083 and 08-8075 and 11-8252, and 08-8208 for a period of three years from the date this Agreement is recorded, or UDOT has identified a corridor for the potential realignment of State Highway 189 as it nears Heber City, whichever occurs first. In the event Charleston does desire to annex Parcel 08-8208, Charleston shall reserve by easement or other legally binding means sufficient area on the east end of Parcel 08-8208 to accommodate the associated portion of a bypass road/highway configuration passing through and upon said Parcel until the conditions stated above are satisfied.
- Charleston agrees not to annex any parcels of land that are located north of 2400 South Road and east of the Sagebrush and Spring Creek Canal. More particularly, these are Parcels 08-7580 and 08-7598 and the numerous parcels currently owned by Heber Valley Special Service District.
- City agrees not to annex any parcels of land that are located south of 2400 South, or west of the Sage Brush and Spring Creek Canal and south of 1200 South Road. In the event that City at some time re-considers annexation of these parcels, the City shall first offer Charleston a first right of refusal to annex said parcels described herein.
- 18. Miscellaneous.** Parties shall not be deemed to be partners or joint ventures in any manner in the use or operation of the facilities. Contract may be amended from time to time by mutual agreement.
- 19. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
- 20. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 21. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

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

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

30. Attorney Fees and Costs. In the event of the failure of either Party hereto to comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.

31. Records and Audit. The City shall maintain all books, records, and other documentation related to this Agreement, specifically including all books, records and other documentation related to its receipt and expenditure of funds pursuant to this Agreement, and shall allow Users to inspect and audit such books, records and other documentation upon reasonable request.

32. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

33. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this 13th day of January, 2021. 2

HEBER CITY

By: _____

Kelleen Potter

Mayor Kelleen Potter



ATTEST:

Kina W. Locke

Heber City Recorder

TWIN CREEKS SPECIAL SERVICE DISTRICT (TCSSD)

By: _____

Max Covey

Max Covey, General Manager

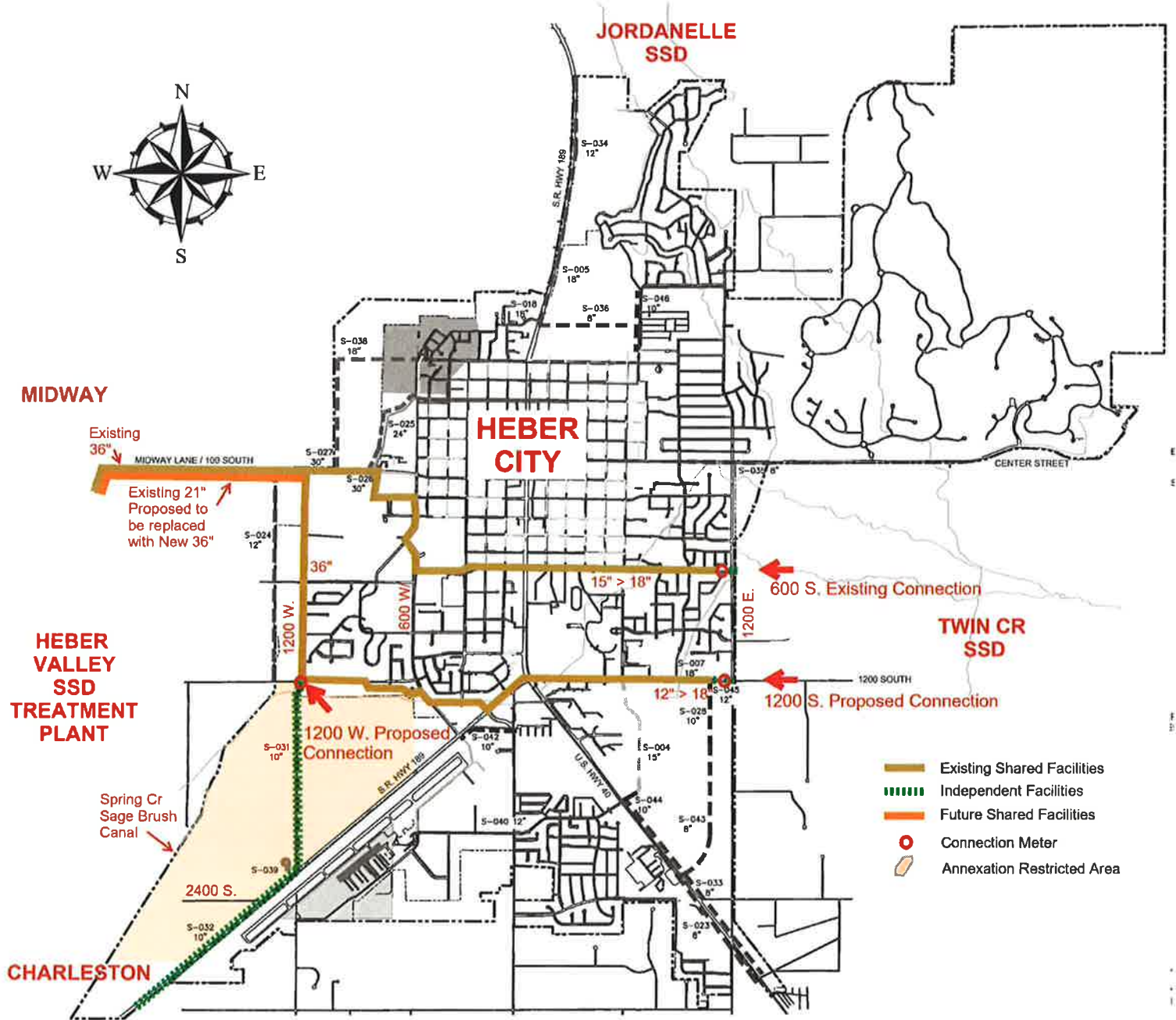
TOWN OF CHARLESTON, A MUNICIPAL CORPORATION (Charleston)

By: _____

Brenda Kozlowski

Mayor Brenda Kozlowski

EXHIBIT A



Background

Heber City (“City”) and Twin Creeks Special Service District (“TCSSD”) are in the process of negotiating a wheeling agreement whereby wastewater from TCSSD will flow through approximately 18,695 feet of Heber City collection pipes to the Heber Valley Special Service District (“HVSSD”) treatment plant.

TABLE 1: TRANSMISSION PIPES USED BY TCSSD

Description	Size (in)	Length (ft)
600 S (Mill Rd to 600 W)	18	7,763
600 W to 800 W	24	2,872
800 W	36	652
800 W to 825 W	30	218
825 W to 1200 W	30	1,585
Midway Lane (existing)	36	5605

The purpose of this analysis is to evaluate the added costs to Heber City from transporting the waste from TCSSD to HVSSD. Our approach looks at three main components of costs to Heber City:

- Operating and maintenance costs
- Renewal & replacement costs
- Treatment costs

This report is organized to discuss how each of these cost components were calculated.

Operating and Maintenance Costs

Operating and maintenance costs are based on the budget established for the Sewer Utility Fund in its 2020 utility rate study. Budget projections are shown in detail in Appendix A. The share of cost allocable to TCSSD is calculated using the following steps:

- Determining the percentage of all Heber City sewer pipes (by length) that are currently used by TCSSD (4.06%);
- For the pipes used by TCSSD, calculating the average percentage of pipe capacity currently used by TCSSD (32.5%);
- Calculating the product of the above percentages to determine the percentage of the overall O&M costs that TCSSD is responsible for (1.32%).

TABLE 2: PERCENT OF FLOW FROM TCSSD

Location	Size (in)	Length (ft)	% Full w/o TC	Current Flow w/o TC (gpm Peak)	Current Flow with TCSSD (gpm Peak)	% of Current Flow Used by Heber City	% of Current Flow Used by TCSSD
1200 S	18	1,003	31.6%				
1200 S	30	2,860	11.5%				
189/1300 S	24	2,743	14.8%				
Industrial/12 SOS/Fields	36	3,311	19.8%				

Location	Size (in)	Length (ft)	% Full w/o TC	Current Flow w/o TC (gpm Peak)	Current Flow with TCSSD (gpm Peak)	% of Current Flow Used by Heber City	% of Current Flow Used by TCSSD
South Field Road	36	5,091	18.8%				
600 S (Mill Rd to 600 W)	18	7,763	20.7%	748.4	1,478.9	50.6%	49.4%
600 W to 800 W	24	2,872	15.9%	1,354.5	2,085.0	65.0%	35.0%
800 W	36	652	14.5%	1,354.5	2,085.0	65.0%	35.0%
800 W to 825 W	30	218	12.8%	1,391.8	2,122.3	65.6%	34.4%
825 W to 1200 W	30	1,585	14.3%	2,696.6	3,427.1	78.7%	21.3%
Midway Lane (existing)	36	5605	58.8%	6,248.8	6,979.3	89.5%	10.5%
						Average % of Pipe Capacity Used by TCSSD	32.5%

The subject pipes represent only 4.06 percent of all wastewater pipes in Heber City.¹ Therefore, TCSSD is responsible for 32.5 percent of the flow in 4.06 percent of all pipes in Heber City, which calculates to 1.32 percent of flow overall.²

Total operating and maintenance expenses, as shown in the City's utility rate study, are therefore multiplied by 1.32 percent per year to arrive at TCSSD's fair share of these costs.

Renewal and Replacement Costs

Renewal and replacement costs are based on the percent of capacity reserved for TCSSD as compared to the capacity used by Heber City in the affected pipes. Renewal and replacement costs vary between \$450 and \$700 per foot. Multiplying the percentage of capacity required by TCSSD by the replacement cost for the sewer line results in TCSSD's proportionate cost to replace the line. These costs are then reduced according to the remaining useful life of the pipe as, understandably, newer pipes will not need to be replaced as soon as older pipes in more decaying condition. The renewal and replacement cost is divided by the expected remaining service life to determine a cost per year for each pipe. This results in total costs to TCSSD of \$138,025.25 per year. This cost has been increased at an annual inflationary rate of 3 percent per year in this analysis. Detailed calculations are shown in Appendix B.

¹ The subject pipes that transport flow from TCSSD include 18,695 feet of pipe; total wastewater pipe length in Heber is 460,461 feet.

² Calculated by multiplying 32.5 percent by 4.06 percent.

Treatment Costs

TCSSD should pay for its fair share of the City's treatment costs which the City estimates at \$955,974 per year. The City estimates that TCSSD would be responsible for approximately 17 percent, or \$162,478 per year. This amount has been increased at an annual inflation rate of 3 percent in the model.

TABLE 3: PERCENT OF FLOW FROM TCSSD

2022	TCSSD and Red Ledges ERUs	Total ERUs	Invoice Amount	% to TCSSD	Cost to TCSSD
January	1,207	7,220.5	\$27,881.55	16.7%	\$4,660.76
February	1,207	7,220.5	\$26,118.75	16.7%	\$4,366.09
March	1,244	7,220.5	\$28,407.79	17.2%	\$4,894.30
April	1,219	7,323.2	\$23,981.63	16.6%	\$3,991.92
May	1,256	7,323.2	\$26,961.62	17.2%	\$4,624.18
June	1,256	7,383.2	\$27,181.84	17.0%	\$4,624.06
July	1,256	7,383.2	\$129,952.53	17.0%	\$22,107.00
August	1,256	7,383.2	\$131,589.23	17.0%	\$22,385.43
September	1,256	7,383.2	\$129,886.88	17.0%	\$22,095.83
October	1,256	7,383.2	\$134,085.88	17.0%	\$22,810.15
November	1,256	7,383.2	\$132,766.38	17.0%	\$22,585.68
December	1,256	7,383.2	\$137,160.38	17.0%	\$23,333.17
TOTAL			\$955,974.46		\$162,478.55

Summary of Costs

Appendix C contains a complete summary of costs while the table below shows annual costs attributable to TCSSD for the next five years.

TABLE 4: SUMMARY OF PROPORTIONATE SHARE TO TCSSD

Operational Expenses	2023	2024	2025	2026	2027
Operations and Maintenance	(\$33,725)	(\$22,119)	(\$23,452)	(\$24,882)	(\$26,250)
Renewal and Replacement Costs	(\$138,025)	(\$142,166)	(\$146,431)	(\$150,824)	(\$155,349)
Treatment	(\$162,479)	(\$167,353)	(\$172,373)	(\$177,545)	(\$182,871)
TOTAL	(\$334,228)	(\$331,638)	(\$342,257)	(\$353,251)	(\$364,469)

APPENDIX A									
Operational Expenses	2022	2023	2024	2025	2026	2027	2028	2029	2030
Salaries & Wages	(\$414,500)	(\$435,225)	(\$456,986)	(\$479,836)	(\$503,827)	(\$529,019)	(\$555,470)	(\$583,243)	(\$612,405)
Employee Benefits	(\$228,500)	(\$239,925)	(\$251,921)	(\$264,517)	(\$277,743)	(\$291,630)	(\$306,212)	(\$321,522)	(\$337,599)
Uniform Allowance	(\$8,698)	(\$9,133)	(\$9,590)	(\$10,069)	(\$10,572)	(\$11,101)	(\$11,656)	(\$12,239)	(\$12,851)
Books, Subscriptions and Memberships	(\$5,050)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Notices	(\$7,600)	(\$7,980)	(\$8,379)	(\$8,798)	(\$9,238)	(\$9,700)	(\$10,185)	(\$10,694)	(\$11,229)
Travel	(\$6,000)	(\$6,300)	(\$6,615)	(\$6,946)	(\$7,293)	(\$7,658)	(\$8,041)	(\$8,443)	(\$8,865)
Office Supplies	(\$3,200)	(\$3,360)	(\$3,528)	(\$3,704)	(\$3,890)	(\$4,084)	(\$4,288)	(\$4,503)	(\$4,728)
Equipment, Supplies & Materials	(\$29,550)	(\$31,028)	(\$32,579)	(\$34,208)	(\$35,918)	(\$37,714)	(\$39,600)	(\$41,580)	(\$43,659)
Buildings & Grounds	(\$12,668)	(\$13,301)	(\$13,966)	(\$14,665)	(\$15,398)	(\$16,168)	(\$16,976)	(\$17,825)	(\$18,716)
Utilities	(\$9,330)	(\$9,797)	(\$10,286)	(\$10,801)	(\$11,341)	(\$11,908)	(\$12,503)	(\$13,128)	(\$13,785)
Telephone	(\$6,426)	(\$6,747)	(\$7,085)	(\$7,439)	(\$7,811)	(\$8,201)	(\$8,611)	(\$9,042)	(\$9,494)
Gasoline	(\$16,000)	(\$16,800)	(\$17,640)	(\$18,522)	(\$19,448)	(\$20,421)	(\$21,442)	(\$22,514)	(\$23,639)
Professional & Technical Services	(\$87,090)	(\$91,445)	(\$96,017)	(\$100,818)	(\$105,858)	(\$111,151)	(\$116,709)	(\$122,544)	(\$128,672)
Training	(\$14,700)	(\$15,435)	(\$16,207)	(\$17,017)	(\$17,868)	(\$18,761)	(\$19,699)	(\$20,684)	(\$21,719)
Specialty Supplies	(\$40,500)	(\$42,525)	(\$44,651)	(\$46,884)	(\$49,228)	(\$51,689)	(\$54,274)	(\$56,988)	(\$59,837)
Insurance	(\$37,189)	(\$39,048)	(\$41,001)	(\$43,051)	(\$45,203)	(\$47,464)	(\$49,837)	(\$52,329)	(\$54,945)
Miscellaneous	(\$9,500)	(\$9,975)	(\$10,474)	(\$10,997)	(\$11,547)	(\$12,125)	(\$12,731)	(\$13,367)	(\$14,036)
Equipment	(\$76,460)	(\$80,283)	(\$84,297)	(\$88,512)	(\$92,938)	(\$97,584)	(\$102,464)	(\$107,587)	(\$112,966)
Operating Charges - HVSSD									
Transfer to GF - Salaries	(\$240,500)	(\$252,525)	(\$265,151)	(\$278,409)	(\$292,329)	(\$306,946)	(\$322,293)	(\$338,408)	(\$355,328)
Transfer to GF - Benefits	(\$103,500)	(\$108,675)	(\$114,109)	(\$119,814)	(\$125,805)	(\$132,095)	(\$138,700)	(\$145,635)	(\$152,917)
TOTAL - Operating	(\$1,356,961)	(\$1,419,507)	(\$1,490,482)	(\$1,565,006)	(\$1,643,256)	(\$1,725,419)	(\$1,811,690)	(\$1,902,275)	(\$1,997,388)
Fleet Costs	(\$624,310)	(\$1,060,163)	(\$85,694)	(\$92,049)	(\$100,004)	(\$97,130)	(\$115,559)	\$0	(\$1,021,135)
Vehicle Lease Costs	(\$59,568)	(\$80,189)	(\$102,751)	(\$123,068)	(\$145,401)	(\$169,922)	(\$196,822)	(\$226,305)	(\$248,866)
TOTAL Costs	(\$2,040,839)	(\$2,559,858)	(\$1,678,926)	(\$1,780,124)	(\$1,888,661)	(\$1,992,470)	(\$2,124,070)	(\$2,128,579)	(\$3,267,390)

APPENDIX B
Sewer Proportion of Capacity Utilized by Twin Creeks with 1200 South Connection (with existing user flow)

Location	Size (in)	Length (ft)	% Full w/o TC	% Full w/TC connection 1200 S and 600 S ¹	% Full Increase	TC of Capacity Used	Estimated Cost Per Foot (\$) ²	Proportionate Costs ⁴	Age of Facility (Yrs)	Remaining Life Expectancy (Yrs)	Remaining Life (%)	Renew and Replacement (\$)	TCSSD Cost/Year	TCSSD Cost/Month
1200 S	18	1,003	31.6%	71.3%	39.7%	55.7%	\$450	\$251,313	2	68	97%	\$244,132.33	\$3,590.18	\$299.18
1200 S	30	2,860	11.5%	23.4%	11.9%	50.9%	\$550	\$799,944	22	48	69%	\$548,533.33	\$11,427.78	\$952.31
189/1300 S	24	2,743	14.8%	31.4%	16.6%	52.9%	\$550	\$797,567	21	49	70%	\$558,297	\$11,393.81	\$949.48
Industrial/1250S/Fi	36	3,311	19.8%	37.2%	17.4%	46.8%	\$600	\$929,216	21	49	70%	\$650,451	\$13,274.52	\$1,106.21
South Field Road	36	5,091	18.8%	29.7%	10.9%	36.7%	\$600	\$1,121,048	21	49	70%	\$784,734	\$16,014.98	\$1,334.58
600 S (Mill to 600 \	18	7,763	20.7%	55.3%	34.6%	62.6%	\$450	\$2,185,713	24	46	66%	\$1,436,325	\$31,224.47	\$2,602.04
600 W to 800 W	24	2,872	15.9%	34.0%	18.1%	53.2%	\$550	\$840,905	24	46	66%	\$552,595	\$12,012.92	\$1,001.08
800 W	36	652	14.5%	29.6%	15.1%	51.0%	\$600	\$199,565	24	46	66%	\$131,143	\$2,850.93	\$237.58
800 W to 825 W ⁶	30	218	12.8%	25.7%	12.9%	50.2%	\$550	\$60,183	24	46	66%	\$39,549	\$859.76	\$71.65
825 W to 1200 W ⁷	30	1,585	14.3%	22.6%	8.3%	36.7%	\$550	\$320,156	24	46	66%	\$210,388	\$4,573.66	\$381.14
Midway Lane (Exis	36	5605	30.0%	66.6%	36.6%	55.0%	\$700	\$2,156,158	12	58	83%	\$1,786,530.63	\$30,802.25	\$2,566.85
1. N/A for Renewal and Replacement Costs								\$9,661,767				\$6,942,678	\$138,025.25	\$11,502.10
2. Cost Estimate includes total cost of facility and surface restoration (rough estimate only)														
3. N/A for Renewal and Replacement Calcs														
4. N/A for Renewal and Replacement Costs														
5. N/A for Renewal and Replacement Calcs														
6 Existing 15 inch pipe that will be upsized to 30 inch in the future														
7 Existing 21 inch pipe that will be upsized to 30 inch in the future														
8. 2,000 gpm in 1200 South Connection. 2,180 in 600 South Connection (from Twin Creeks)														

APPENDIX C

Twin Creeks Proportionate Share	1	2	3	4	5	6	7	8	
TCSSD - Maintenance	(\$26,887)	(\$33,725)	(\$22,119)	(\$23,452)	(\$24,882)	(\$26,250)	(\$27,983)	(\$28,043)	(\$43,046)
Renewal & Replacement Costs		(\$138,025)	(\$142,166)	(\$146,431)	(\$150,824)	(\$155,349)	(\$160,009)	(\$164,809)	(\$169,754)
Treatment		(\$162,479)	(\$167,353)	(\$172,373)	(\$177,545)	(\$182,871)	(\$188,357)	(\$194,008)	(\$199,828)
TOTAL		(\$334,228)	(\$331,638)	(\$342,257)	(\$353,251)	(\$364,469)	(\$376,350)	(\$386,860)	(\$412,628)

Russell Funk

From: Max Covey <mcovey@jssd.us>
Sent: Monday, July 17, 2023 12:17 PM
To: Russell Funk
Cc: Willa Motley (WillaM@horrocks.com); Justin Dietrich
Subject: (EXTERNAL) RE: (EXTERNAL) Twin Creek Flow and Model Peaking Factors

Caution: This is an EXTERNAL email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Russ,

Thanks for meeting to walk us through the calcs for the TCSSD Sewer Wheeling Rate Study by Zions. We understand that your time is limited and that you need to move quickly on completing this per direction from your Council. And we know that your hope was to adopt this study without changes. However, we think that you'll agree that there are good reasons to make some small changes now, rather than waiting. We don't expect these changes to be anything that Zion's couldn't fully implement and turn around within a couple days. Furthermore, we'd be happy to provide all the necessary redlines and info so that all you would need to do is forward them to Zions (after looking them over to make sure they match what we agree upon).

In short, we propose the following changes to the rate study:

1. **Increase the Fee to Fix the Mistake Zions made calculating Treatment Costs.** After our meeting, we found a calculation error in the Zions study, which if corrected should increase our share of treatment cost from about \$162,000 per year to \$270,000 (+\$108,000).
2. **Add Second Rate Schedule to Take Effect after Red Ledges Comes Out.** We confirmed that the 1,256 existing TCSSD ERUs used in the study do include the 400 Red Ledges ERUs. Based on the study's calculations, this will result in a small reduction in O&M (approximately -\$8,000) but a much larger reduction in treatment (approximately -\$86,000).
3. **Change the Rehabilitation and Replacement to Remove the TCSSD to Heber City Subsidy.** We're happy to pay our fair share of R&R, but we need it to be equitable. I've included a P.S. at the bottom to document why the current calculation will result in a subsidy (which we already discussed). We have identified two possible solutions as follows. Our guess is that you will prefer the first since it is likely to result in a higher fee and will be simpler to implement in the rate study and simpler to administer in the long run, but we'd be ok with either.
 - a. **Option 1 – Make the current R&R calc more realistic/reasonable.** Changing the calculations to require TCSSD to pay 1% of full replacement cost annually (instead of 1.4%) would bring the R&R in line with typical practice and account for the reality of typical long-term sewer conveyance capital costs. We assume that this still higher than what Heber City customers will be contributing but is close enough for us, even though it is still on the higher end of other systems' typical funding levels. This would lower the TCSSD R&R component to about \$96,000 (approximately -\$41,000).
 - b. **Option 2 – Figure out what Heber City customers are paying in R&R and make TCSSD pay the same.** This is what we discussed together, and is acceptable to us. However, it is a totally separate analysis that would need to be done now. And it might trigger another rate study if you end up changing that funding level in the new rates you're expecting to adopt next year.
4. **(Optional) Would you like to change treatment from a theoretical calculation to an actual calc based on metered flows at our point(s) of connection?** Doing this would mean that if we have above-normal infiltration and inflow that you wouldn't have to share in paying that for us, or vice versa. Even though we are not sure who this will benefit in the long run, we'd prefer this method as it is fairer for both entities.

Item Being
Discussed

In summary, the above changes should be easy to implement (if selecting Option 1). Compared with the current rate schedule, would result in an overall increase of about \$67,000 per year until Red Ledges comes out and then a decrease of about \$27,000 per year after Red Ledges flows are removed.

As for final documentation, we think that the best and most streamlined approach is an updated and finalized rate study to include the above changes and include information about methodology/procedures for updating the rate study in the future. We think that the following items are what is important to add to the text of the study to provide direction for the future.

- Recommended frequency of rate updates (I think every 5 years or so would be fine)
- Documentation of how R&R was calculated (Option 1 or 2) and that it was based on buildout reserved capacity for TCSSD of 5,682 ERUs
- Statement that, with payment of the R&R fee (assuming Option 1), TCSSD's obligations for capital costs are met and thus future rate studies shall not include, other than the R&R fee, any capital improvement costs (including debt service if needed) since we would be paying as we go.
- List of the inputs that need to be updated with each rate study including:
 - ERU counts of Heber, TCSSD, and any other entities which may be flowing through the pipes (e.g. Charleston);
 - Existing Model Results;
 - Value of the pipe facilities which TCSSD flows through;
 - Heber City Sewer Budget; and
 - Treatment Costs.

Let's meet again to quickly discuss the above and agree on a path forward. I'm available 8/26 or 8/27. After we meet, presuming you'd find it helpful for us to prepare the study redlines for Zions, we can have them ready and sent to you within 2 weeks or less.

Thanks

Max Covey

General Manager

Twin Creeks Special Service District

P.O. Box 519

Heber City, UT. 84032

2023 AWWA Outstanding Administration Award Goes To...Candace Bufton!

Congratulations are in order for our Office Manager, Candace Bufton! Candace was awarded American Water Works Association's Outstanding Administration Award for 2023 for the Intermountain Chapter!

Candace was nominated for this award by one of her colleagues in the Public Works Department in recognition of her administrative excellence. During her tenure with the department, she has mastered the budget management and coordination processes – no small feat, considering there are five different departmental budgets to manage, not including the Fleet Department.

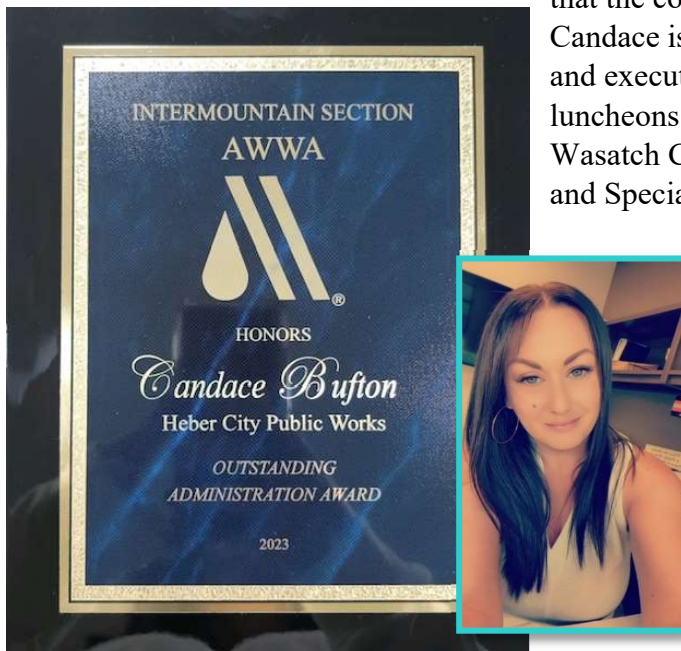
Additionally, Candace is the “Chaos Coordinator,” as one of her coworkers has called her. She oversees not only the Front Office staff, but consults and advises the foremen and their crew members regarding matters relating to major purchases, uniforms, public outreach, business correspondence, and payroll - among many other responsibilities. Candace plans teambuilding and employee engagement events, and she coordinates/carries out public events (such as Public Works Week).

It is frequently to Candace that team members come with suggestions, ideas, and concerns about challenges in their work life – and, occasionally, even in their personal life – given her capability to see how to quickly resolve issues in the most simple, straightforward manner. She is an excellent trainer and has assisted foremen with developing annual budgets for their departments, applying for various permits, organizing trainings, developing SOP documents, and more. She tracks crew certifications and CEU accruals, in addition to scheduling trainings and testing for these certifications.

On a more global scale, Candace works to manage all banner requests and to establish the banner schedule for Main Street. She also reviews and filters to the appropriate departments all incoming tickets from citizens who submit concerns/requests via the City's website to ensure that the concerns are addressed in a timely manner.

Candace is largely responsible for planning, coordinating, and executing interdepartmental events, as well as luncheons and activities with Heber City's counterparts at Wasatch County, Midway City, and other municipalities and Special Service Districts.

As evidenced by the aforementioned functions and responsibilities that Candace tackles each day (and there are many, many more not mentioned here), she is unquestionably more than deserving of this award. Please join us in congratulating Candace and thanking her for all of her efforts on behalf of Heber City Public Works!



1	Mindy Kohler	Friday afternoon, October 27, we were headed down Provo Canyon near the Canyon Meadows subdivision. A truck or trailer had lost bricks or blocks and they were all across the road. Chandra was headed up the canyon toward Heber in her police vehicle and instead of passing the debris and calling UHP, she turned on her lights, made a U-turn and pulled across the road to stop traffic and cleared the blocks from the road. By doing this she saved a lot of vehicles from damage that those blocks/bricks would have caused and also the possible accidents that may have happened as cars tried to swerve to avoid hitting them. This area was out of her jurisdiction and she very easily could have kept driving to get to work, but instead stopped and took action.
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I would like to suggest a Mayor's Award or Recognition for Jake Anderson and his crew (Blake Walton, Cristian Payan, Kayden Davis, and Thomas Coleman) for getting the 4-way stop on Mill Road and 600 South installed so quickly.

Following the Council Meeting on October 3rd, where the decision was made to install the 4-way stop, I sent a text to Jake Anderson and Matt Kennard asking how quickly the 4-way stop could be installed. By the next morning Jake and his crew had the sign bases prepped and poured. They had to order the materials for the signs, but still had the permanent signs installed and extra traffic control measures in place one week later on October 11th.

I think this kind of commitment and effort deserves some recognition.

Thanks for your consideration.

Russ Funk
Heber City Engineer

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
November 7, 2023

DRAFT Minutes

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

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

Mayor Franco called the meeting to order at 4:00 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney - arrived 4:04 p.m.
Council Member Mike Johnston
Council Member Rachel Kahler
Council Member Scott Phillips
Council Member Ryan Stack

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
Finance Manager Sara Jane Nagel
Human Resources Manager Cherie Ashe
City Attorney Jeremy Cook
City Recorder Trina Cooke

Staff Participating Remotely: IT Director Anthon Beales, Assistant City Manager Mark Smedley, Human Resources Manager Cherie Ashe, Public Works Director Matthew Kennard, City Treasurer Mindy Kohler, Deputy City Recorder Robin Raines-Bond, GIS Technician Shiona Howard, Accounting Technician Wendy Anderson, and City Engineer Russ Funk.

Also Present: Paul Royall, Wesley Crump, Sandra Olsen, Russell Olsen, Marty Oakeson, Terry Diehl, Chelsea Remund, Grace Doerfler, Nanine Allen, Logan Johnson, Tori Broughton, Di Ann Duke Turner, Sid Ostergaard, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are listed as signed in) Luke s, Phil Jordan, Aaron Cheatwood, Cw, Grace - KPCW, J. Nelson, Kamen Goddard, MK, Shortcake5, and

Logan Johnson.

1. Ideas for the Development of Muirfield Park (Wesley Crump, Sandra and Russ Olsen) - *15 min*

Utah Valley University (UVU) Extension Representative Wesley Crump presented the group's ideas for Muirfield Park as included in the attached materials. The group hoped to create a model community park. Sandra Olsen shared a video (found in the meeting recording) of a playground they were proposing for Muirfield Park and listed the benefits of an all-abilities playground. Mr. Crump noted possible grants to assist with funding.

Council Member Kahler preferred to keep Muirfield Park as a garden park. Council Member Stack felt the future Duke Park should be the regional park in Heber City. Mayor Franco informed the presenters of the Annual Council Retreat that would establish budget priorities for 2024.

2. Short Term Rentals (Jamie Baron, Planning Manager, Jacob Roberts, Planner) - *40 min*

Planner Jacob Roberts reviewed locations of the existing short-term rentals located in the City. He listed concerns and possible methods of regulation for short-term rentals. Staff was looking for direction from Council to proceed. Finance Manager Sara Jane Nagel shared the software used by the County to identify locations of short-term rentals within the County. City Attorney Jeremy Cook explained restrictions for enforcement. Council Member Kahler expressed concern that the City had created an ordinance that she felt set homeowners up for civil disputes. Council discussion ensued regarding the enforcement of short-term rentals located in HOAs as well as general enforcement, zoning, business licensing, and the effect of short-term rentals on affordable housing.

City Treasurer Mindy Kohler oversaw business licensing for the City and noted the majority of short-term rentals being issued business licenses were located in old-town Heber City where the majority of affordable housing was found. She said there were few located in the more affluent areas of the City. Council provided feedback and Staff indicated they would continue to research what had worked for other cities and seek additional solutions for Council consideration.

Marty Oakeson, resident, indicated he operated an Airbnb in the City and was unaware of the license requirement. He indicated he would get it licensed the following day. He felt the market was not strong enough to sustain many more nightly rentals in the area. He felt it was important to inform the community that a license was required to operate nightly rentals. Mayor Franco recommended adding information to the City website and including in the City newsletter.

3. Highlands Master Development Agreement (MDA) Amendment Presentation
(Denna Woodbury, Planning Consultant) - 45 min

Planning consultant Denna Woodward explained the request from the developer to amend the existing Master Development Agreement (MDA). Community Development Director Tony Kohler added that the information provided was intended as an introduction for Council but the process required the proposed changes be presented to the Planning Commission in order for a recommendation to be forwarded to Council prior to a decision.

DR Horton home-builder representative Adam Loser explained the request was to help ensure the builder interpreted the intent of the City's code correctly and that the builder was able to comply due to the hillside topography of the location. He shared images of the limitations of the architectural facade designs of the single-family and town homes as included in the meeting materials as well as changes to the courtyard design. Council discussion included the intent to include porches, self-imposed limitations of lot-width, and architectural style opinions.

Council Member Johnston noted the limitations of the architectural design that the Council had imposed within the code. Consensus of Council majority did not oppose the proposed changes to the town home and courtyard design but did not support increased density. Highlands representative Terry Diehl pointed out that the code allowed them to build 3-story buildings but they were trying to avoid building taller by constructing the buildings closer together.

Mayor Franco indicated the discussion had exceeded its time limit and the meeting would need to move forward. Council Member Barney felt there was too much information and asked for the discussion to be broken up into smaller segments when returned to Council.

4. Downtown Deer Mitigation Plan (Scott Phillips, Council Member) - 10 min

Council Member Phillips agreed to allow Work Meeting agenda item four to be moved to the end of the Regular Meeting in order to remain on schedule.

Council Member Phillips shared concerns with the deer herds living in downtown Heber City year-round. He had found a program through the Department of Natural Resources (DNR) that would euthanize the deer and donate the meat to food banks. The Mayor asked to discover the cost of the program to the City and bring the DNR in for additional discussion.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the Regular Meeting to order at 6:16 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Yvonne Barney, Council Member)

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

3. Prayer/Thought by Invitation (Mike Johnston, Council Member)

Council Member Mike Johnston noted there was an election coming up. He felt serving in public office was one of the biggest challenges and biggest honors in life. He noted the Council's diversity in backgrounds and ideas and thanked each of them for working so well together, listening to each other, and for all of their collaboration and support.

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Swear-In New Police Officer Ty Cummings

Chief of Police Parker Sever introduced Officer Ty Cummings. Chief Sever noted Officer Cummings was from Heber City but had moved to Houston, Texas, for some time. He introduced Officer Cummings' wife Liz and daughter Luna.

Heber City Recorder Trina Cooke swore in Officer Ty Cummings. Liz Cummings pinned his badge to his uniform.

VI. CONSENT AGENDA:

1. Approval of October 17, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)

Motion: Council Member Phillips moved to approve the October 17, 2023, City Council Meeting Minutes. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Johnston, Barney, and Phillips. **Voting No:** None. Council Members Kahler and Stack abstained as they had not been in attendance. The **Motion Passed 3-0.**

2. Ordinance 2023-37 Adopting Supplemental Zoning Code Update (Tony Kohler, Community Development Director)

Council Member Kahler was concerned about approving an ordinance she felt lacked enforcement. City Attorney Jeremy Cook explained that the City Code included a default misdemeanor penalty of up to a \$1,000 fine and/or six-months in jail. He explained the City's Justice Court helped with enforcement. City Manager Matt Brower

praised the efforts of the current Code Enforcement Officer Travis Price. Council Member Barney was concerned about houses that were left vacant and neglected. Council Member Stack asked whether anything could be done about a home that seemed to be used as a storage facility. Discussion continued.

Motion: Council Member Phillips moved to approve Ordinance 2023-37 adopting the Supplemental Zoning Code Update. **Second:** Council Member Stack made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

3. Resolution 2023-19 Authorizing the Annexation and Withdrawal of Certain Property Into and Out Of the Jordanelle Ridge Public Infrastructure District No. 2 (Jeremy Cook, City Attorney)
4. Ordinance 2023-38 Wittco Master Development Agreement (Tony Kohler, Community Development Director) -

City Engineer Russ Funk shared that there was language in the Wittco agreement that provided a 17-foot easement for a future road and noted the need for five more feet to build a sidewalk. Ben Witt, property-owner, agreed to allow the sidewalk shown in the rendering to be included in the easement dedicated to the City.

Motion: Council Member Kahler wished to remove Consent Agenda Item 2 for further discussion and moved to approve Resolution 2029-19 authorizing the annexation withdrawal of certain properties into and out of the Jordannelle Ridge Public Infrastructure District number two as well as Ordinance 2023-38 the Wittco Master Development Agreement including the 22 and one-half feet in clause nine as requested by Engineering. **Second:** Council Member Stack made the second. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

Discussion returned to Consent Agenda Item number two.

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

Mayor Franco reminded everyone of the election date on Tuesday, November 21, 2023, and provided voting details.

Mike Bradshaw, resident, wished to express his appreciation to the Council, especially the outgoing Council Members Ryan Stack and Rachel Kahler as they were not running for reelection. He thanked them all for their service.

Luke Searle, resident (online), thanked Russ Funk, Sunrise Engineering, and all of the construction crews for the road construction project that was completed in his neighborhood for the Central Heber Replacements Project.

Chelsea Raymond, resident, lived in a self-help homes neighborhood and wished to express concern for the number of nightly rentals in the neighborhood, noting the neglect of certain properties. She hoped there was something to be done. Joseph Packard, a neighbor in the subdivision, proposed solutions such as setting boundaries or a limitation of capacity; requiring permits as well as owner residency; and enforcement by the City. Discussion followed.

Di Ann Duke Turner, resident, expressed concern with the time taken by the meeting presenters who went over their allotted time on the agenda without being cut off versus the limitation of public comments that were held to three minutes by a timer. She did not think the Council should comment during the Public Comment period as Council comments consumed the public's already limited time.

Nanine Allen, resident, asked for clarification of the Wittco property request. She recalled the Planning Commission recommendation had been for the property to remain residential with no commercial. Council responded that the project had been approved allowing for commercial on the main level.

VIII. GENERAL BUSINESS ITEMS:

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

Community Development Director Tony Kohler reviewed the project applications received for the month of October as listed in the attached presentation. Council Member Kahler was concerned that she had seen a real estate advertisement for a development promoting short-term rentals. She felt that promoting investment properties for short-term rentals inhibited the City's attempt to provide affordable housing for the community.

2. Heritage Farms Parkway and General Roads Update (Russ Funk, City Engineer) - 10 min

City Engineer Russ Funk detailed the roads project. He stated that Heritage Farms Parkway would not be completed in 2023. There had been a freezing morning that prevented the curb and gutter from being poured, thereby preventing completion of the asphalt surfacing. Council Member Kahler asked that Staff communicate with the public when 550 East would re-open. Mr. Funk informed that the road maintenance project remained approximately 20% incomplete and Staff was in the process of negotiating with the contractor for upgraded service and/or product. Council Member Barney expressed appreciation for the contractor's efforts to get the road project in her neighborhood done. City Manager Matt Brower noted the impressive efforts and achievement of City Staff that had been applied to the immense project.

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

1. Ordinance 2023-32 College Downs Annexation (Tony Kohler, Community Development Director) - 30 min

Community Development Director Tony Kohler explained the commercial development had been prioritized in the proposed changes as suggested by Council previously. City Engineer Russ Funk asked for confirmation of the road dedication. The agreement required compliance with the City's Street and Storm-Water Master Plan. He felt the road dedication needed to be captured clearly in the site-plan. Project representative Logan Johnson answered Council questions. Mayor Franco inquired about the transportation plan. Mr. Johnson stated the transportation provider had informed him of their intention to install bus stops on the highway only, not within the development. Discussion regarding the proposed amendments to the agreement continued.

Mayor Franco opened the discussion for public comment. None came forward.

Council Member Stack expressed that he would not support the project due to the high number of apartment buildings.

Motion: Council Member Phillips moved to adopt Ordinance 2023-32 approving the College Downs Annexation and associated MDA as presented with the findings and conditions listed in the Staff Report. **Second:** Council Member Johnston seconded the motion.

Discussion: Mayor asked the intended height of the apartment buildings. Mr. Johnson stated they would be four stories on the downhill side and three on the uphill. Mayor Franco reminded that five-stories was prohibited in the development agreement. City Attorney Jeremy Cook agreed to add clarifying language that no structure along highway 40 would exceed three-stories with a four-story max elsewhere in the development.

Voting Yes: Council Members Kahler, Johnston, and Phillips. **Voting No:** Council Members Barney and Stack. The **Motion Passed 3-2.**

2. Resolution 2023-20 Implementing the Terms of the Predevelopment Agreement with OK3 Air and the Airport Master Plan and Rescinding Prior Moratoria (Matt Brower, City Manager, Jeremy Cook, City Attorney) - 10 min

City Manager Matt Brower provided an explanation for the agenda item. In 2019, Council approved Resolution 2019-09 suspending any development at the airport until the adoption of the Airport Master Plan. The FAA had accepted the Airport Master Plan in October 2023. He reviewed the details of Resolution 2023-20, conditionally rescinding the development moratorium at the Heber Valley Airport.

Mayor opened the discussion for public comment. None came forward.

Motion: Council Member Phillips moved to adopt Resolution 2023-20 canceling Resolution 2019-09 maintaining a development moratorium on the North and South

FBO (fixed base operator) Campuses pursuant to the terms of the Predevelopment Agreement with OK3 AIR as presented, with the findings and conditions as presented in the conclusion in the Staff Report. **Second:** Council Member Johnston seconded the motion.

Discussion: Council Member Kahler asked for clarification of the Airport's Minimum Standards. Mr. Brower answered that the Minimum Standards would be updated in the near future and Airport applications would need to comply with both the existing and future Minimum Standards. Council Member Johnston added that OK3's veto power of the Minimum Standards had been removed in the settlement agreement.

Voting Yes: Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed 5-0.**

3. Finalize Main Street Park/200 South Bandshell Design and Architecture (Matt Brower, City Manager) - *10 min*

Sid Ostergaard, sub-consultant to Landmark Design, provided images and information for the proposed design of the Main Street Park band-shell. Council discussed and provided feedback, resulting in the Council's request to change the size and location of the cupola atop the band-shell.

Mayor opened the discussion for public comment. Paul Royal shared that the cupola could be taken away as it was only decorative. Community Development Director Tony Kohler shared the inspiration for the design had come from the barns in the valley that had cupolas. Di Ann Duke Turner asked what would become of the businesses across the street from the band-shell on 200 south. She thanked the Council for their service. Mr. Brower had met with the business-owners who had expressed support of the plan.

Phil Jordan, Arts Advisory Committee Member, supported the proposed band-shell. He had been included in the design team and shared his extensive experience building and designing stages. Council discussion regarding the design continued.

Motion: Council Member Phillips moved to accept the whiteboard drawn rendering of the band-shell's roofline, structural, and material design that was presented. **Second:** Council Member Barney seconded the motion.

Amended Motion: Council Member Phillips amended his motion to make the cupola smaller. Council Member Barney's second stood. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

Mr. Brower said he would be holding a meeting with the business owners and property owners across the street from the proposed band-shell location. He intended to replace the asphalt with pavers for the stretch of road between Main Street and 100 West.

4. Converting two part-time positions into one full-time position in the Police Administrative office (Cherie Ashe, Human Resources Director, Jeremy Nelson, Deputy Police Chief) - *10 min*

Human Resource Manager Cherie Ashe explained the request to combine two existing part-time administrative positions at the Police Department.

Motion: Council Member Phillips moved to approve the item as presented with the findings and conditions as listed in the Staff Report. **Second:** Council Member Kahler seconded the motion. **Voting Yes:** Council Members Kahler, Johnston, Barney, Stack, and Phillips. **Voting No:** none. The **Motion Passed unanimously, 5-0.**

Mayor Franco returned the meeting to item four on the Work Meeting agenda.

X. COMMUNICATION:

Mr. Brower invited the Council to a site visit to see where the new cemetery admin building was planned to be built. He shared the newest location of a mural for the Arts in Public Places on the laundromat wall across from the Public Safety Building; reminded everyone of the dates for the Old Fashioned Christmas and the City Staff Christmas Party; there would be two City Council Meetings in December; and he asked Council to consider dates for the Annual Council Retreat, aiming for the week of January twenty-second.

City Engineer Russ Funk shared the anticipation to shut down the replacements projects for winter but the contractor did not want to lose his crew. He was asking to do alternate necessary sewer line replacements in order to keep them working. Council supported the proposal.

Sid Ostergaard asked if Council would be able to give their approval through email once the updated band-shell renderings were prepared. It was agreed that the Council had already approved the updated version but wished to see the renderings once prepared.

XI. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn. **Second:** Council Member Stack made the second. The Heber City Council Meeting adjourned at 8:55 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Ordinance 2023-44 adopting the 2024 Annual City Council Meeting Schedule
RESPONSIBLE: Trina Cooke
DEPARTMENT: Recorder
STRATEGIC RELEVANCE: Administrative

SUMMARY

Pursuant to UCA 10-3-501(1), each municipality shall, by ordinance, prescribe the time and place for holding its regular meeting and hold at least one meeting per month. UCA 52-4-202(2)(a) requires a public body which holds regular meetings that are scheduled in advance over the course of a year to give public notice at least once each year of its annual meeting schedule.

Heber City Council holds regular meetings twice a month on the first and third Tuesdays. The Regular City Council Meeting begins at 6:00 p.m. and is preceded by the Work Meeting beginning at 4:00 p.m.

RECOMMENDATION

The office of the city recorder recommends adoption of Ordinance 2023-44 establishing the Annual Heber City Council Meeting Schedule for 2024.

BACKGROUND

Each year, the City Council must approve the anticipated Annual Meeting schedule to be noticed as required.

DISCUSSION

- * Should any of the proposed dates to hold City Council Meetings be eliminated
 - * Should additional meeting dates be added to the proposed schedule
 - * Does the Council wish to alter the day of the week City Council Meetings are regularly held
 - * Should the 4:00 p.m. Work Meeting or 6:00 p.m. Regular Meeting times be changed
-

FISCAL IMPACT

N/A

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** Ordinance 2024-XX adopting the 2024 Annual City Council Meeting Schedule as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** Ordinance 2024-XX adopting the 2024 Annual City Council Meeting Schedule as amended, as follows.

Alternative 3 - Continue

I move to **continue** Ordinance 2024-XX adopting the 2024 Annual City Council Meeting Schedule to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** Ordinance 2024-XX adopting the 2024 Annual City Council Meeting Schedule with the following findings.

ACCOUNTABILITY

Department: Recorder
Staff member: Trina Cooke, City Recorder

EXHIBITS

1. ORDINANCE 2023-44 Annual Meeting Schedule
2. 2024 Annual meeting Schedule

ORDINANCE NO. 2023-44
AN ORDINANCE ADOPTING THE MEETING SCHEDULE OF
HEBER CITY COUNCIL REGULAR MEETINGS FOR 2024

WHEREAS, pursuant to Utah State Code 52-4-202(2)(a), the City Council of Heber City, Utah, has deemed it necessary to adopt an annual City Council Meeting schedule for the year 2024;

WHEREAS, per Utah Code 10-3-502(1), the City Council shall, by ordinance, prescribe the time and place for holding its regular meetings and must hold a regular meeting at least once each month;

NOW, THEREFORE, BE IT ORDAINED BY THE HEBER CITY COUNCIL THAT:
The attached City Council schedule be adopted for the year 2024, as shown in exhibit A, unless otherwise noticed.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 5th day of December 2023.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Yvonne Barney	_____	_____	_____	_____
Council Member Mike Johnston	_____	_____	_____	_____
Council Member Rachel Kahler	_____	_____	_____	_____
Council Member Scott Phillips	_____	_____	_____	_____
Council Member Ryan PC Stack	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

2024 City Council Meeting Schedule

Each City Council Meeting begins at 6:00 p.m. and is preceded by a Work Meeting beginning at 4:00 p.m. unless otherwise noticed.

January 2 & 16

February 6 & 20

March 5 & 19

April 2 & 16

May 7 & 21

June 4 & 18

July 2 & 16

August 6 & 20

September 3 & 17

October 1 & 15

November 5 & 19

December 3 & 17



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Fiscal Year 2025 Budget Calendar Adoption
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Staff requests Council to consider the adoption of a budget calendar for the development of the FY 2025 annual budget. The calendar establishes and communicates clear expectations for involvement by council members, staff, and community members.

RECOMMENDATION

Staff recommends approval of the proposed FY 2025 budget calendar.

BACKGROUND

The adoption of a budget calendar establishes clear expectations for those involved in the budget's development and those who are interested in the budget document's content. The annual budget represents one of the most important policy documents the Council considers and a budget calendar serves as an important tool to ensure its proper development and adoption.

DISCUSSION

N/A

FISCAL IMPACT

None

CONCLUSION

Staff recommends the adoption of the budget calendar attached hereto as Exhibit A for the development of the FY 2025 annual budget.

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 , 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: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Budget Calendar FY 2024-2025

Exhibit A

Heber City FY 2024/2025 BUDGET CALENDAR

DATE	DESCRIPTION
October 2023	• ClearGov Budget Software Implementation Begins
November 2023	• Work commences on capital projects and 5-year budget forecasts for General Fund • Update financial policies
December 5, 2023	• Council adopts Budget Calendar for FY 2024-2025
By end of January, 2024	• Council Strategic Retreat ▸ Council determines strategic direction for FY 2024-2025 and details budget priorities
By end of January, 2024	• Staff Planning Retreat ▸ Staff operationalizes Councils' top and high budget priorities
By end of January, 2024	• ClearGov Staff Training • Budget instructions distributed to Department Directors ▸ City Manager conducts budget workshop with staff
January/ February	• Detailed revenue projections completed • Department's work on next year's operating and capital budgets
February 15	• Salaries & Benefit Requests Due by <u>5 PM</u>
March 1	• County notified of date, time and place of public hearing for any potential tax levy increase (59-2-919 (8) (a))
March 1	• Capital Project Budgets, and Operating Budgets requests Due by <u>5 PM</u>
Week of March 4	• City Manager and Finance Director conduct budget reviews with Department Directors and completes revenue estimates for all funds
March 11 through April 15	• City Manager & Finance Director completes the preparation of the Tentative Budget and computes the Tentative Millage Rate necessary to support the proposed Tentative Budget
April 16	• Tentative Budget and Tentative Millage Rate submitted to City Council (10-6-111(1))
April 16	• Tentative Budget tentatively adopted by City Council (10-6-111(3)) and Public Hearing date set for adoption of Final Budget (10-6-113)

DATE	DESCRIPTION
April 17 through May 7	• Mayor & City Council review Tentative Budget with City Manager & Staff ► One budget workshop to review operating budgets for all funds ► One budget workshop to review capital requests and misc. items
May 8 through May 21	• City Manager and Finance Director prepare Final Budget based on Council's direction
May 31	• Issue notice to WAVE, Public Notice Website and placed on City web site of Public Hearing (Published 7 days prior to Public Hearing) to consider adoption of Final Budget for FY 2023/2024 (10-6-113)
May 31	• Final Budget distributed to Council & Staff ► Final budget made available for public inspection a minimum of 10 days prior to adoption of final budget (10-6-112)
June 4	• Public Hearing on the Final Budget for FY 2023/2024 (10-6-114) • If no increase in tax levy, legislative body may adopt final Budget by Ordinance for FY 2023/2024 (10-6-118) • Adopt proposed <u>or</u> final tax rate by resolution or ordinance (59-2-912) (10-6-133)
June 20	• Forward proposed or certified Tax Rate to County Auditor (10-6-134)
June 20	• If necessary, due to input received at public hearing held on June 4, City Council adopts Budget and Tax Rate
Prior to July 20 or August 31	• Final certified copy of budget filed with State Auditor within 30 days after adoption (10-6-118)
<u>NOTE:</u> If the City decides to increase the tax levy, the City would not adopt the budget in June. In the event of an increase in the tax levy, the following additional steps would be undertaken:	
July 20	• Issue public notice of Public Hearing for adoption of FY 2024/2025 Tax Levy (59-2-919 (e) (1) (A))
August 20	• Council holds Public Hearing on proposed augmented tax levy (59-2-919) • Council adopts Resolution approving augmented tax levy (59-2-919) • Council adopt Ordinance approving Final Budget
August 21	• Forward resolution adopting augmented Tax Levy to County Auditor (59-2-920)



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Resolution 2023-22 Recertifying the Heber City Justice Court
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

State Code U.C.A. 78A-7-103 requires that the Heber City Justice Court be recertified at the end of each four-year term.

The current term of the Heber City's Justice Court expires January 31, 2024. Pursuant to the process of recertification, the City Prosecuting Attorney, has provided an Opinion Letter, and hereby submits the same along with an enacting Resolution to the City Council.

Said Opinion Letter sets forth the requirements for the operation of a Justice Court and the feasibility of continuing to maintain the same,

RECOMMENDATION

It is recommended that the City Council recommend the recertification of the Heber City Justice Court, by the Justice Courts Standards Committee and the Utah Judicial Council.

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

With the City Council's adoption of the Resolution for the recertification of the Justice Court, the Clerk of the Court will submit the request to the Utah Judicial Council.

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 , with direction to 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: J. Mark Smedley, Asst. City Manager

EXHIBITS

1. heber city resolution requesting recertification of Heber City Justice Court 2023
2. 2285_001 Recertification Opinion Letter executed

HEBER CITY RESOLUTION # 2023-22

RESOLUTION REQUESTING THE RECERTIFICATION OF THE HEBER CITY JUSTICE COURT

WHEREAS, the provisions of U.C.A. 78A-7-103 require that Justice Court be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire on the Court will expire this January 31, 2024; and

WHEREAS, the members of the Heber City Council have received an opinion letter from J. Mark Smedley, City Prosecutor Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same,

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Wasatch County, Utah, that the Heber City Council hereby requests recertification of the Heber City Justice Court, by the Justice Courts Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED that the Heber City Council hereby affirms its willingness to continue to meet all requirements set forth by the judicial council for continued operation of the Heber City Justice Court for the next four year term of court, except as to any requirements waived by the Utah Judicial Council.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2023, by the following vote:

	AYE	NAY
Council Member Mike Johnston	_____	_____
Council Member Rachel Kahler	_____	_____
Council Member Ryan Stack	_____	_____
Council Member Scott Phillips	_____	_____

Council Member Yvonne Barney

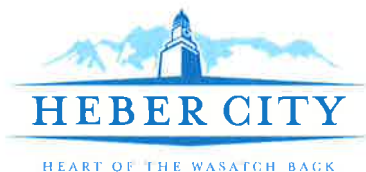
APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER



City Attorney Prosecution Office

75 North Main Street
Heber City, UT 84032
Telephone (435) 657-7870

November 29, 2023

Heber City Council
Heber City Offices
75 North Main Street
Heber City, Utah 84032

RE: Re-certification of Heber City Justice Court

Dear Council Members:

The current term of the Heber City Justice Court will expire this January 31, 2024. In order to qualify for re-certification, it is necessary that the City Council review the state-imposed requirements for Municipal Justice Courts, and that the City Council reaffirm its willingness to comply in all respects with those requirements.

SECTION I

The state-imposed requirements for the Heber City Municipal Court are as follows:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice.
2. Each court shall be opened and judicial business shall be transacted every day as provided by law, although the judge is not required to be present during all hours that the court is open. The Court shall be open no less than four days per week for at least eleven hours per day.
3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings.
4. The judge and the clerk of the court shall attend the court at regularly scheduled times.

5. The judge is compensated at a fixed rate, within the statutory range.
6. The entity creating a Justice Court provides and compensates sufficient clerical personnel necessary to conduct the business of the court.
7. The responsible governmental entity assumes the cost of travel of the judge for purposes of required judicial education.
8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council.
9. The responsible governmental entity provides the Court with:
 - a. Sufficient prosecutorial support
 - b. Funding for attorneys for indigent defendants, as appropriate
 - c. Sufficient local law enforcement officer to attend court as provided by statute
 - d. Security for the court as provided by statute
 - e. Witness and juror fees
 - f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials.
10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law.
11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).
12. All required reports and audits are filed as required by law or Rule of the Judicial Council.
13. A record of all court proceedings is maintained by an appropriate digital recording system.

SECTION 11

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure.

1. A clerk is available each day to conduct court business, including hearings as required by the judge, for the number of hours required for the classification of the court.
2. Hours during which a clerk is available are posted on the court's website.

3. The judge is available to conduct court business as needed.
4. The judge performs all duties required and exercises ultimate responsibility for the administration of justice as an independent branch of government.
5. All court hearings are conducted in a designated courtroom, by remote transmission, or in another location authorized by the Presiding Judge.
6. Minimum furnishings in the Courtroom include:
 - a. Desk and chair for the judge.
 - b. A six-inch riser
 - c. Desk and chair for the court clerk
 - d. Charis for witnesses
 - e. Separate tables and appropriate chairs for plaintiff and defendants
 - f. A news Utah State flag that will be on display no later than March 9, 2024
 - g. A United States flag
 - h. A separate area and chairs for at least four jurors
 - i. A separate area with appropriate seating for the public
 - j. An appropriate room for jury deliberations
 - k. An appropriate area or room for victims and witnesses which is separate from the public
 - l. A judicial robe
 - m. A gavel
 - n. Necessary forms and supplies
 - o. Office space for the judge
 - p. Office space for the court clerk
 - q. Secure filing cabinets
 - r. Appropriate office supplies
 - s. A cash register or secured cash box for each clerk performing cashiering duties
 - t. At least one computer with word processing software and internet access
 - u. Access to a scanner and copy machine
7. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration.
8. The applicant has a law enforcement department; Hebe City Police Department.
9. A court security plan has been submitted for approval as required by Rule 3-414 of the Code of Judicial Administration.
10. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office o the Court as required.
11. Clerks' education hours shall be reported the Administrative Office of the Courts

on an annual basis.

12. The appointment of the clerk(s) assigned to serve the court are subject the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion.

13. Court staff are current with all certification requirements required by the Board of Justice Court Judges from the month after starting with the court through September 30, 2023.

14. Any interlocal agreement relating to court operations shall be submitted to the Administrative Office of the Court with the City's application for recertification.

15. The court accepts credit and debit cards through a system that integrates with CORIS.

16. The Court has access to UCJIS.

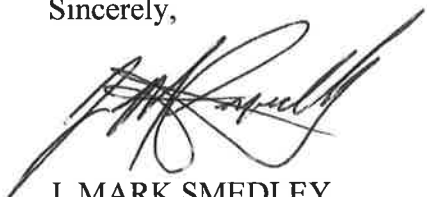
17. AN audio recording system that complies with the description below maintains a digital recording of all court proceedings.

18. This Court is a Class III Court and as such:

- a. Trial calendar is set at least twice per month
- b. Court is opened 151-200 average monthly filings; at least 3 hours/day

It is my belief that the Heber City Justice Court provides an invaluable service to the residents of Heber City. I further believe that the court, as now operating, is in compliance with all of the above-stated requirements and is thus fully eligible for re-certification. Finally, given my belief that the interests of Heber City would best be served at this time by the continued operation of the Heber City Justice Court, I recommend that the City Council apply for re-certification of that Court.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mark Smedley", with a stylized, flowing script.

J. MARK SMEDLEY
Heber City Prosecuting Attorney

JMS:/

ORDINANCE 2023-45

AN ORDINANCE amending Section 5.26.040, Application Form.

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Section 5.26.040, Application Form, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein.

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

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

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

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

Recorder

Date: _____

Exhibit A

5.26.040 Application Form

The Licensing Officer shall provide a standard Application Form for Short Term Rental Licenses. Each Application Form shall require the following information, documentation, and fee:

- A. Review of Written Disclosures. An affirmation that the Applicant has received and reviewed the disclosure information required by this Chapter.
- B. Contact Information.
 - 1. Applicant's name, telephone number, home address, mailing address, and email address.
 - 2. Applicant's business name, telephone number, business address, mailing address, and email address.
- C. Proof of Identity. An in-person verification by the Licensing Officer of the Applicant's true identity by use of any of the following which bear a photograph of said Applicant:
 - 1. A valid driver's license issued by any State;
 - 2. A valid passport issued by the United States;
 - 3. A valid identification card issued by any State; and
 - 4. A valid identification issued by a branch of the United States military. Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.
- D. Rental Manager Information
 - 1. Manager name
 - 2. Managing company name
 - 3. Manager contact address, phone number, and email
- E. Proof of Registration with Department of Commerce. The Applicant shall provide proof that either the Applicant, or the Responsible Person or Entity, has registered with the Utah State Department of Commerce.
- F. Properties list. A list of all Short-Term Rental properties owned and/or operated by the business, including address and parcel id number.

~~G. HOA Consent. A letter of consent from the Home Owners Association is required for any properties that are governed by and HOA.~~

GH. Site and Floor Plans. A site plan and floorplan including the following shall be required for each property listed under the license.

1. Layout of property
2. Designated parking areas.
3. Floor plan of building with area in square feet that will be used for short-term rentals.

HI. Fee. The Applicant shall pay such fees as determined applicable by the City, which shall not exceed the reasonable cost of processing the application and issuing the Certificate and/or Identification Badge. Refer to the Consolidated Fee Schedule for current fees.

IJ. Execution of Application. The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful and accurate.

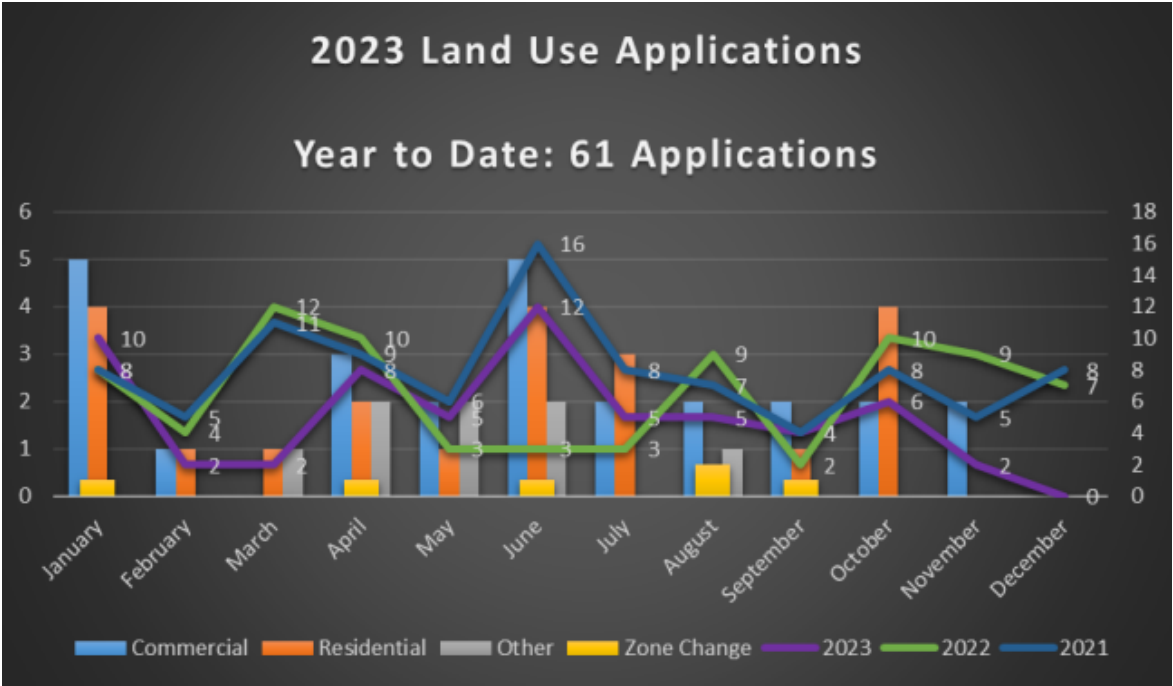
Monthly Development Report

DECEMBER 23' – PLANNING DEP.

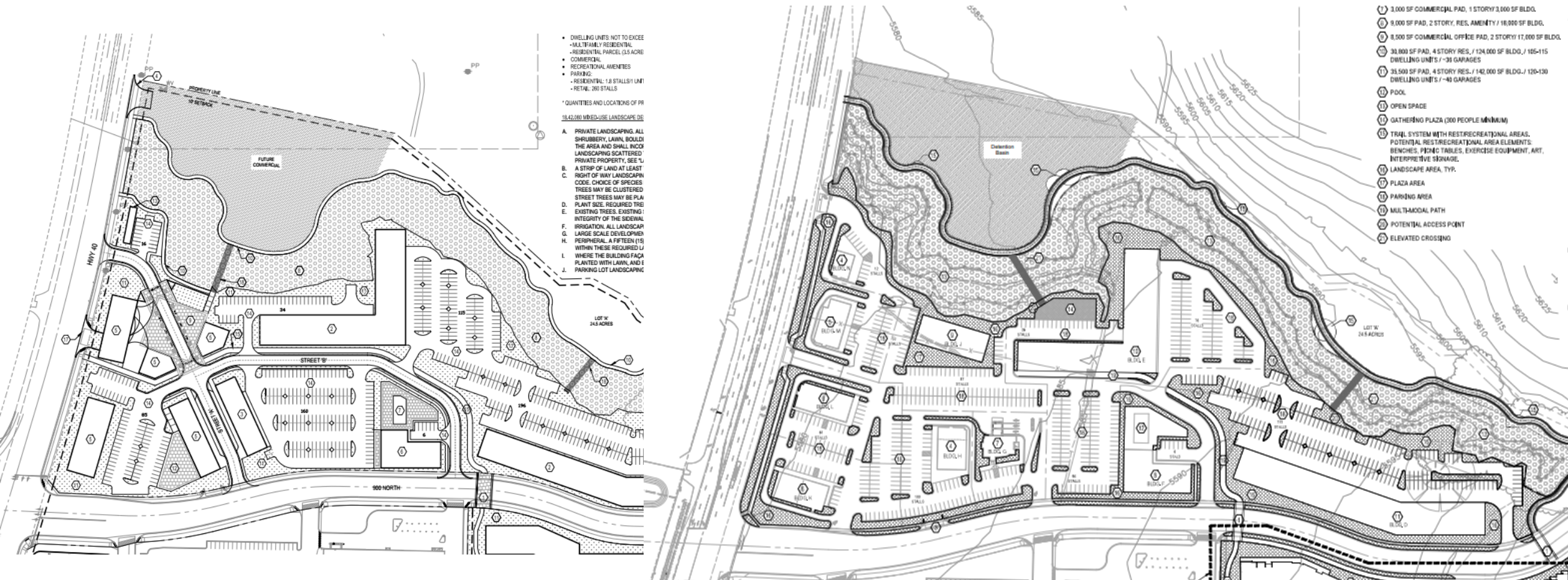
New Applications

- Concept – 1
- Site Plan/Amendments – 1
- Subdivision Concept – 0
- Preliminary Plat – 1
- Final Plat – 1
- Zone Change/MDA – 0
- Other (Plat Amendments, Lot Line Adjustments, etc.) – 1

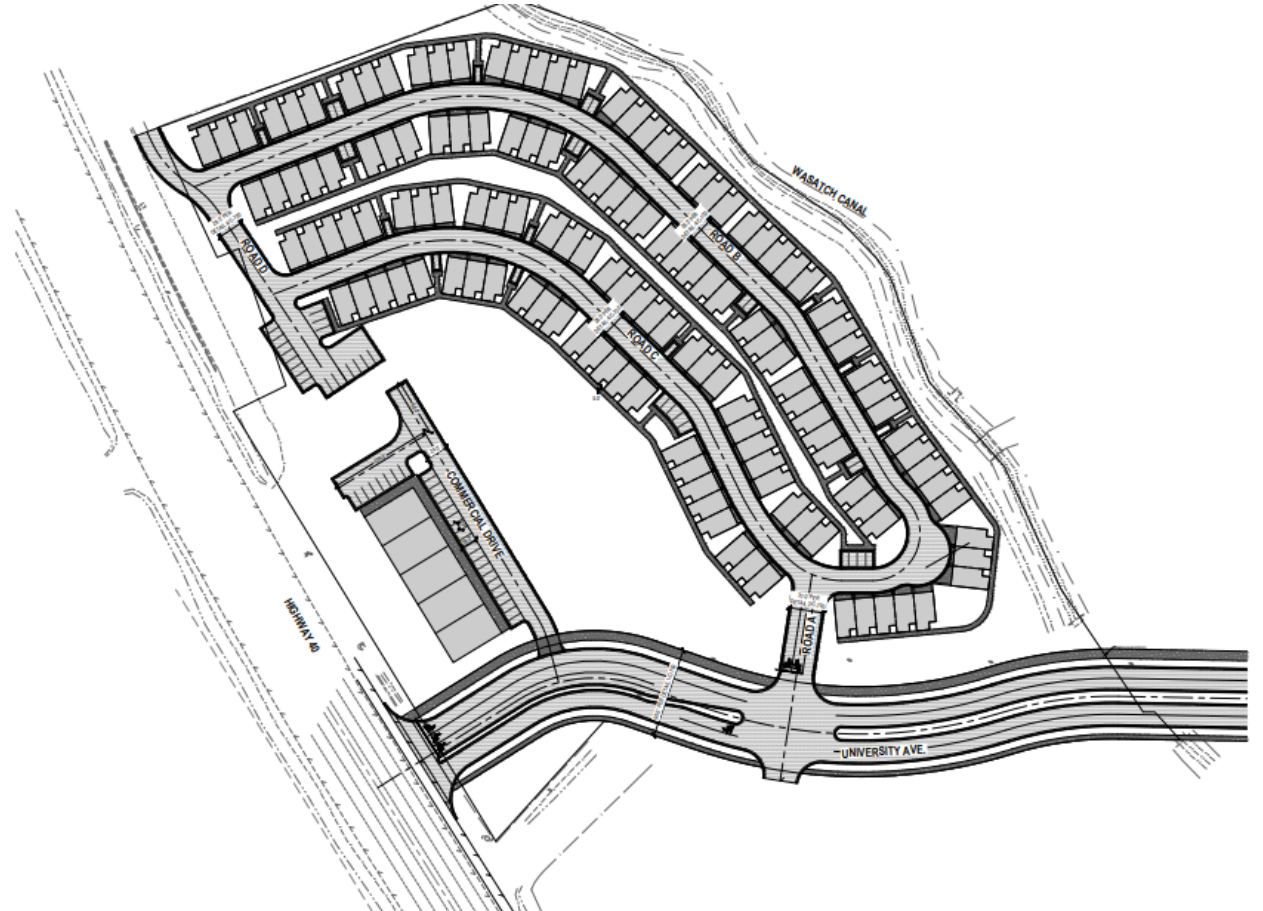
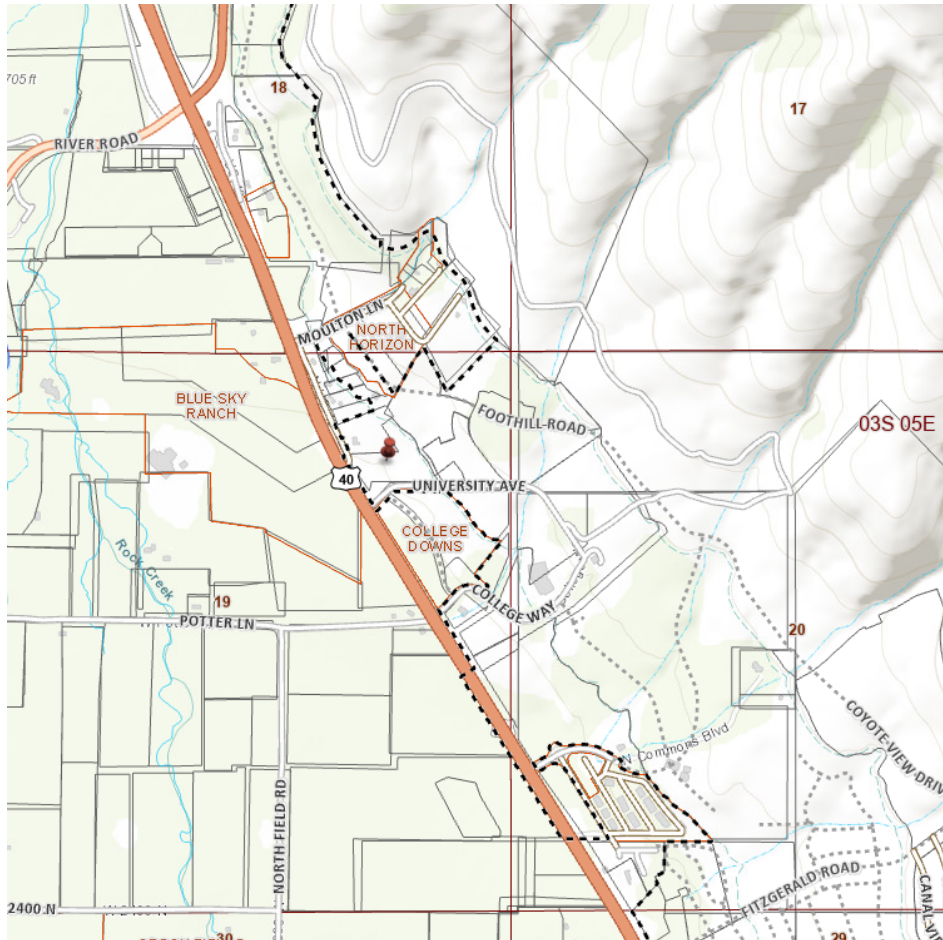
Year to Date Applications		
2023	2022	2021
61	73	87



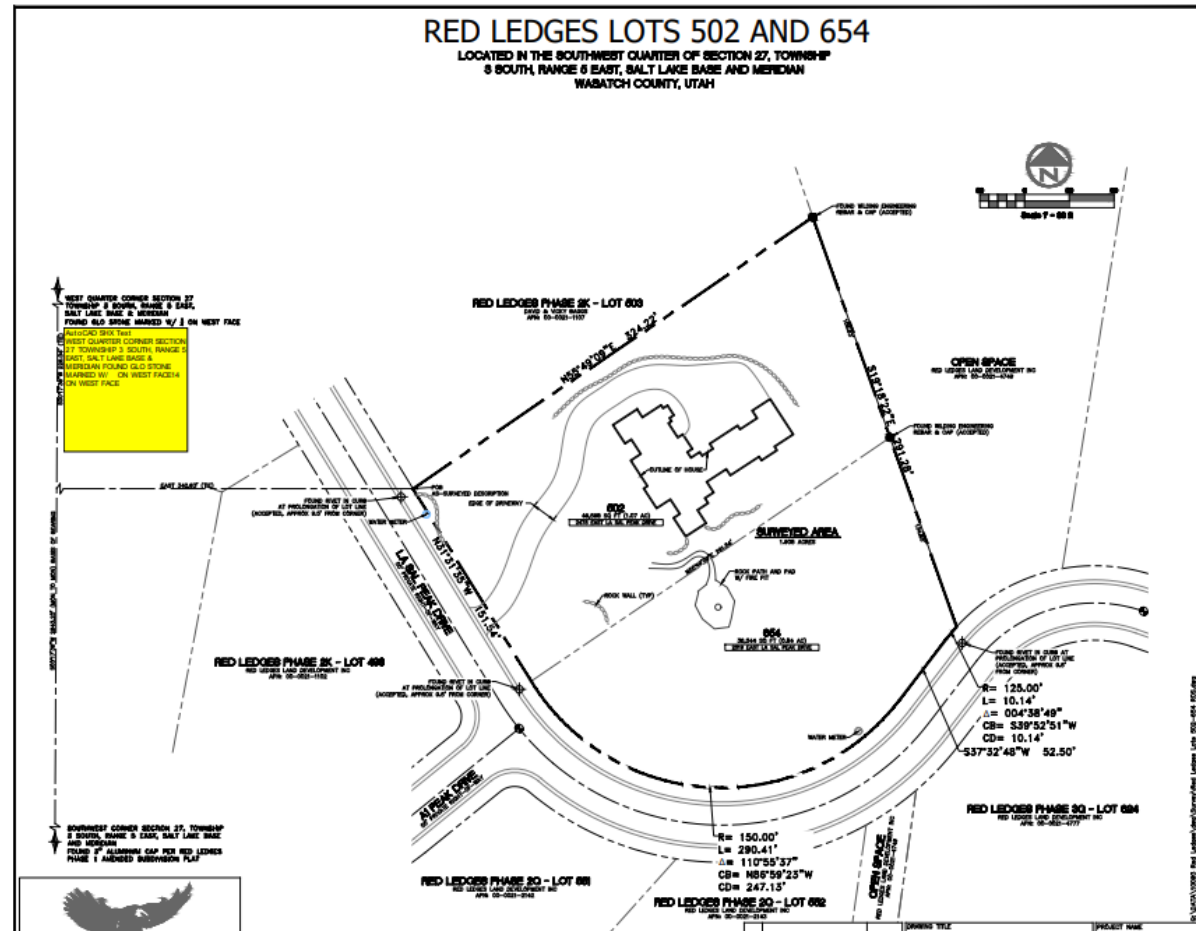
Concept Amendment – New London North



Preliminary Plat – Finch Creek Townhomes



Plat Amendment – RL 3G Lot 654



Planning Commission Meetings

- 11/14
 - Design Guideline Amendments for Highlands MDA
 - MDA for Wasatch County Event Center
 - Envision Central Heber General Plan Amendment
 - Downtown C-3 Commercial Text Amendments
 - Discussion of PC priorities and joint meeting with CC
- 11/28 Canceled

Discussion

& Next Steps





Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: 2023 Municipal Election Canvass
RESPONSIBLE: Trina Cooke
DEPARTMENT: Legislative
STRATEGIC RELEVANCE: Required Legislative Action

SUMMARY

As the Heber City Council, you act as the Board of Canvassers for Municipal Elections. The final numbers for the Election Canvass will not be provided by the Wasatch County Clerk until the County completes its own Election Canvass scheduled for 11:00 a.m. on Tuesday, December 5, 2023. The known information that will not change is provided below. Once the voter totals have been canvassed by the County, the following information still missing is indicated below as [] and will be provided during the December 5, 2023, Heber City Council Meeting:

- a. The total number of votes cast in Heber City
- b. Names of each candidate whose name appeared on the ballot:
 1. Casey Powers
 2. Christen Thompson
 3. Sid Ostergaard
 4. Jami Hewlett
 5. Danny Hill
 6. Vaughn Eric Hokanson
 7. Nick López
 8. Paul Royall, III
 9. Aaron Cheatwood
 10. Tori E Broughton
 11. Mike Johnston
- c. The title of each ballot proposition that appeared on the ballot:
 1. Proposition 9: EMS Sales Tax
- d. Each office that appeared on the ballot:

1. 3x City Council Seats - at large - 4-year terms

e. From each voting precinct:

1. The number of votes for each candidate
2. For each race conducted by instant runoff voting under Part 6, Municipal Alternate Voting Methods Pilot Project, the number of valid votes cast for each candidate for each potential ballot phase and the name of the candidate excluded in each ballot-counting phase ; and
3. The number of votes for and against each ballot proposition

f. The total number of votes given in Heber City to each candidate, and for and against each proposition

g. Standardized statistics, on a form provided by the Lt. Governor, disclosing:

1. The number of ballots counted
2. The number of provisional ballots
3. The number of ballots rejected

h. A final ballot reconciliation report

- i. Other information required by law to be provided to the board of canvassers (n/a)
- j. A statement certifying that the information contained in the report is accurate

The election officer and the board of canvassers shall review the report to ensure the report is correct and sign the report.

This information is required by State Code as outlined in UCA 20A-4-304

RECOMMENDATION

Approve the Election results for three City Council seats and ballot proposition 9 for the EMS Sales Tax

BACKGROUND

The 2023 General Municipal Election was conducted by mail-in ballot using the Ranked Choice Voting method and concluded at 8:00 p.m. on Tuesday, November 21, 2023. Pursuant to 20A-4-304: Declaration of results - Canvassers' Report; The election officer shall submit a report to the board of canvassers that includes the above-listed information. Election Canvass can be done no sooner than 7 days following the election date and no later than 14 days following. This year, an additional day was added due to the Thanksgiving holiday pushing the deadline for Canvass to Wednesday, December 6, 2023.

DISCUSSION

Q and A if desired

FISCAL IMPACT

The County has not provided the City with a contract indicating the cost of the election to the City. Previous years indicate the cost of the election will be approximately \$10,000.

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve the canvass of the Heber City Municipal election results** as presented, with the findings and conditions 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 , 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: Legislative
Staff member: Trina Cooke, City Recorder

EXHIBITS

None



Urban Deer Control Plan

- Information received by Utah Division of Wildlife Resources

December 5, 2023

Deputy Chief Jeremy Nelson



Heber City Urban Deer Control Plan



Heber City Urban Deer Control Plan

Program Checklist:

1. Resident deer are collectively causing significant damage to private property or threatening public safety within the City's incorporated boundaries.
2. The City **must** enact an ordinance prohibiting the feeding of **deer, elk moose and turkeys**.
3. The City has general liability insurance in the amount of \$1 million or more that covers liability claims that may arise from designing, creating, and administering an urban deer control plan.
4. The City agrees, without waiving immunity or any other limitation or provision in the Utah Government Immunity Act, Utah Code 63G-7-101 through 63G-7-904, to hold harmless and indemnify the Division against any claims or damages arising from its deer removal activities undertaken pursuant to the urban deer control plan COR, except for any allocated share of fault and damages attributed to the Division's actual involvement in deer removal activities on the ground.



Hebe City Urban Deer Control Plan

5. The city will assume full responsibility for: all costs associated with designing, establishing, implementing, and operating the urban deer control plan and all its associated activities; and for the acts and omissions of its officers, employees, agents, contractors, and licensees in designing, preparing, and implementing its urban deer control plan and undertaking the activities authorized thereunder.
6. Fill out the Application for COR (Certificate of Registration for Urban Deer Control Plan). COR is good for a three (3) year period.



Heber City Urban Deer Control Plan

City Urban Deer Plan Checklist: Urban deer control plan will address and prescribe, at a minimum:

- Type of lethal methods of take that may be used to remove deer and the conditions under which each may be employed.
- Specific conditions and restrictions under which baiting and spotlighting may be used to facilitate deer removal (Spotlighting only for carcass recovery).
 - List of persons eligible to perform deer removal activities and the requirements imposed on them.
- Locations and time periods where specified types of deer removal activities may be employed or authorized.
- Requirements for tagging deer carcass (tag stays with carcass until consumed):
(City name and COR #, name of shooter/permit holder, sex of the animal, date of harvest, location of harvest)



Heber City Urban Deer Control Plan

- Protocols for donating carcasses or meat harvested from deer lethally removed. (City will provide instructions to donor for proper disposal of viscera of carcass. If donor cannot be found, the city must properly clean and store animal so as not to waste meat until it can be donated.) All deer harvest *shall* undergo testing for Chronic Wasting Disease (CWD) within 48 hours.
- Protocols for promptly returning all antlers to the Division of lethally removed deer. (Buck deer should not be the main target for deer removal)
- Estimated population of resident deer in the city and the final target population number the city seeks to achieve through deer removal. (Required to apply for COR)
- The city will solicit and consider input in the formulation and development of the urban deer control plan from: the Division, the public, interested businesses and organizations, and local, state and federal governments.
- After formulating a draft plan, the city will hold a public meeting to take and consider input on the draft before finalizing or implementing it.



Heber City Urban Deer Control Plan

After Plan is Implemented Check List:

- Issue a written authorization and tag to authorize individuals to remove deer that is:
 1. Signed by the city manager and the recipient
 2. Identifies the recipient's name, address, date of birth, height, weight, and eye color
- Comply with all federal, state, and local laws pertaining to the possession, use, and discharge of a dangerous weapon.
- Deer carcasses are salvaged and donated consistent with Section 23-30-8 (Waste of Wildlife) and disposed of as provided by law.
- Viscera is removed from the kill site and disposed of as provided by law.
- Submit an annual report to the Division by March 1 on lethal removal activities, including the following information for each permit issued, deer removed and donated:
 - Name of Shooter/permit holder
 - Date of harvest
 - Disposition of carcass(Donated or Retained by Hunter)
 - Sex of animal
 - Location of harvest

* Disposition must have: Recipients name, address, phone number, and date received.



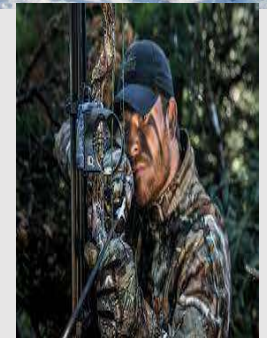
Urban Deer Control Plan Utah Division of Wildlife Resources

Other Items to Consider:

Plan for deer removal: Hunting (archery equipment only)?

Trapping & Euthanization? Other?

- The Division may not allow taking of deer in the Red Ledges, or any area that is considered “Winter Range”.
- All deer control hunts are Antlerless Only & a season would need established.
- Wounded/dying animals on private property?
- Managing/Regulating trapping and/or hunting within city limits? License issuance?
 - City employee(s), contractor, hired agent(s)?
- If a buck/male deer with antlers are trapped it is encouraged to release it. DNR states that bucks are more likely to move on than antlerless deer.
- The city may charge up to \$50 licensing/permit fee.
- The Division DOES NOT allow sterilization, or relocation of wildlife.



Heber City Urban Deer Control Plan

Other Items to Consider:

- Traps designed for purposes of catching deer will need to be purchased, built and maintained. The Division may have an initial trap that would need to be repaired to get the City started.
 - Where does the meat go?
 - City ordinances that may need to be created and/or altered to allow hunting and/or culling urban deer (i.e. discharge of firearm in city limits)?
- Courtesy of Rod Nielsen, Wildlife Biologist, Utah Division of Wildlife Resources.



Heber City Urban Deer Control Plan

Questions?





Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Accept/Reject MTech Annexation Petition of 10.41 acres located at approximately 900 West 100 South
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Petitioner Requested Legislative Action

SUMMARY

The City has received a petition for the Mountainland Technical College Annexation located at 890 West 100 South. The proposed annexation includes 10.41 acres. Mountainland Technical College is the petitioner. Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting, which is at least 14 days after the date the petition was filed. Failure to act constitutes an acceptance of the petition (see Exhibit 1).

The policy question includes the following:

Should the City Council accept the MTech Annexation Petition for further evaluation?

RECOMMENDATION

Staff recommends acceptance of the MTech Annexation Petition for further evaluation.

BACKGROUND

The proposed annexation is contiguous to the new Wasatch High School and is located within the City's Expansion Area.

DISCUSSION

Accepting an annexation petition for further study does NOT annex a property, it only begins the process for evaluating the annexation. Many months of study follow the acceptance of an annexation petition as shown in the exhibit Annexation Process Summary. No vesting rights are granted upon acceptance of an annexation petition. Annexations are approved through the City's Legislative Authority and the City may deny an annexation petition for any reason.

Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation

petition at the first meeting that is at least 14 days after the date the petition was filed. Failure to act constitutes an acceptance of the petition (see Exhibit 1).

Pros to accepting the petition include the ability for the City and petitioner to evaluate in further detail the mutual advantages to having the area annexed into the City.

Cons to accepting the petition include the perception that the City is promoting growth by adding a college.

If accepted, the City will determine through more detailed future analysis, if the petition conforms to all policies of the Annexation Policy Plan, General Plan and State Code. The next step after Petition Acceptance would be petition certification.

FISCAL IMPACT

There is no fiscal impact to the City for accepting an annexation petition. Annexations are required to pay a fee to cover costs for the City's review of a proposed annexation.

CONCLUSION

The proposed MTech Annexation is located within Heber City's Expansion Area.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **accept** MTech Annexation Petition as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **accept** MTech Annexation as amended, as follows.

Alternative 3 - Continue

I move to **continue** the MTech Annexation Petition to another meeting on , 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 **reject** MTech Annexation with the following findings.

ACCOUNTABILITY

Department: Planning

Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

1. UT ST Code- C10-2-S418_Annexations
2. Annexation Process Summary
3. Annexation Policy Plan Expansion Area Map
4. Annexation map w MTech Petition
5. Annexation Petition - Mountainland Technical College

Effective 5/3/2023**10-2-418 Annexation of an island or peninsula without a petition -- Notice -- Hearing.**

- (1) As used in Subsection (2)(b)(ii), for purposes of an annexation conducted in accordance with this section of an area located within a county of the first class, "municipal-type services" does not include a service provided by a municipality pursuant to a contract that the municipality has with another political subdivision as "political subdivision" is defined in Section 17B-1-102.
- (2) Notwithstanding Subsection 10-2-402(2), a municipality may annex an unincorporated area under this section without an annexation petition if:
 - (a) for an unincorporated area within the expansion area of more than one municipality, each municipality agrees to the annexation; and
 - (b)
 - (i)
 - (A) the area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality;
 - (B) the majority of each island or peninsula consists of residential or commercial development;
 - (C) the area proposed for annexation requires the delivery of municipal-type services; and
 - (D) the municipality has provided most or all of the municipal-type services to the area for more than one year;
 - (ii)
 - (A) the area to be annexed consists of one or more unincorporated islands within or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and
 - (B) the municipality has provided one or more municipal-type services to the area for at least one year;
 - (iii) the area consists of:
 - (A) an unincorporated island within or an unincorporated peninsula contiguous to the municipality; and
 - (B) for an area outside of the county of the first class proposed for annexation, no more than 50 acres; or
 - (iv)
 - (A) the area to be annexed consists only of one or more unincorporated islands in a county of the second class;
 - (B) the area to be annexed is located in the expansion area of a municipality; and
 - (C) the county legislative body in which the municipality is located provides notice to each property owner within the area to be annexed that the county legislative body will hold a public hearing, no less than 15 days after the day on which the county legislative body provides the notice, and may make a recommendation of annexation to the municipality whose expansion area includes the area to be annexed after the public hearing.
- (3) Notwithstanding Subsection 10-2-402(1)(b)(iii), a municipality may annex a portion of an unincorporated island or unincorporated peninsula under this section, leaving unincorporated the remainder of the unincorporated island or unincorporated peninsula, if:
 - (a) in adopting the resolution under Subsection (5)(a) the municipal legislative body determines that not annexing the entire unincorporated island or unincorporated peninsula is in the municipality's best interest; and
 - (b) for an annexation of one or more unincorporated islands under Subsection (2)(b), the entire island of unincorporated area, of which a portion is being annexed, complies with the requirement of Subsection (2)(b)(ii) relating to the number of residents.

- (4)
- (a) This Subsection (4) applies only to an annexation within a county of the first class.
 - (b) A county of the first class shall agree to an annexation if the majority of private property owners within the area to be annexed give written consent to the annexation, in accordance with Subsection (4)(d), to the recorder of the annexing municipality.
 - (c) For purposes of Subsection (4)(b), the majority of private property owners is property owners who own:
 - (i) the majority of the total private land area within the area proposed for annexation; and
 - (ii) private real property equal to at least 1/2 the value of private real property within the area proposed for annexation.
 - (d) A property owner consenting to annexation shall indicate the property owner's consent on a form which includes language in substantially the following form:

"Notice: If this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of [name of annexing municipality]. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(d)."
 - (e) A private property owner may withdraw the property owner's signature indicating consent by submitting a signed, written withdrawal with the recorder or clerk no later than the close of the public hearing held in accordance with Subsection (5)(b).
- (5) The legislative body of each municipality intending to annex an area under this section shall:
- (a) adopt a resolution indicating the municipal legislative body's intent to annex the area, describing the area proposed to be annexed; and
 - (b) hold a public hearing on the proposed annexation no earlier than 30 days after the adoption of the resolution described in Subsection (5)(a).
- (6) A legislative body described in Subsection (5) shall provide notice of a public hearing described in Subsection (5)(b):
- (a) for at least three weeks before the day of the public hearing, for the municipality and the area proposed for annexation, as a class B notice under Section 63G-30-102; and
 - (b) by sending written notice to:
 - (i) the board of each special district and special service district whose boundaries contain some or all of the area proposed for annexation; and
 - (ii) the legislative body of the county in which the area proposed for annexation is located.
- (7) The legislative body of the annexing municipality shall ensure that:
- (a) each notice described in Subsection (6):
 - (i) states that the municipal legislative body has adopted a resolution indicating the municipality's intent to annex the area proposed for annexation;
 - (ii) states the date, time, and place of the public hearing described in Subsection (5)(b);
 - (iii) describes the area proposed for annexation; and
 - (iv) except for an annexation that meets the requirements of Subsection (8)(b) or (c), states in conspicuous and plain terms that the municipal legislative body will annex the area unless, at or before the public hearing described in Subsection (5)(b), written protests to the annexation are filed by the owners of private real property that:
 - (A) is located within the area proposed for annexation;
 - (B) covers a majority of the total private land area within the entire area proposed for annexation; and

- (C) is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation; and
- (b) the first publication of the notice described in Subsection (6)(a) occurs within 14 days after the day on which the municipal legislative body adopts a resolution under Subsection (5)(a).
- (8)
- (a) Except as provided in Subsections (8)(b)(i) and (8)(c)(i), upon conclusion of the public hearing described in Subsection (5)(b), the municipal legislative body may adopt an ordinance approving the annexation of the area proposed for annexation under this section unless, at or before the hearing, written protests to the annexation have been filed with the recorder or clerk of the municipality by the owners of private real property that:
- (i) is located within the area proposed for annexation;
 - (ii) covers a majority of the total private land area within the entire area proposed for annexation; and
 - (iii) is equal in value to at least 1/2 the value of all private real property within the entire area proposed for annexation.
- (b)
- (i) Notwithstanding Subsection (8)(a), upon conclusion of the public hearing described in Subsection (5)(b), a municipality may adopt an ordinance approving the annexation of the area proposed for annexation under this section without allowing or considering protests under Subsection (8)(a) if the owners of at least 75% of the total private land area within the entire area proposed for annexation, representing at least 75% of the value of the private real property within the entire area proposed for annexation, have consented in writing to the annexation.
 - (ii) Upon the effective date under Section 10-2-425 of an annexation approved by an ordinance adopted under Subsection (8)(b)(i), the area annexed is conclusively presumed to be validly annexed.
- (c)
- (i) Notwithstanding Subsection (8)(a), upon conclusion of the public hearing described in Subsection (5)(b), a municipality may adopt an ordinance approving the annexation of an area that the county legislative body proposes for annexation under this section without allowing or considering protests under Subsection (8)(a) if the county legislative body has formally recommended annexation to the annexing municipality and has made a formal finding that:
 - (A) the area to be annexed can be more efficiently served by the municipality than by the county;
 - (B) the area to be annexed is not likely to be naturally annexed by the municipality in the future as the result of urban development;
 - (C) annexation of the area is likely to facilitate the consolidation of overlapping functions of local government; and
 - (D) annexation of the area is likely to result in an equitable distribution of community resources and obligations.
 - (ii) The county legislative body may base the finding required in Subsection (8)(c)(i)(B) on:
 - (A) existing development in the area;
 - (B) natural or other conditions that may limit the future development of the area; or
 - (C) other factors that the county legislative body considers relevant.
 - (iii) A county legislative body may make the recommendation for annexation required in Subsection (8)(c)(i) for only a portion of an unincorporated island if, as a result of

information provided at the public hearing, the county legislative body makes a formal finding that it would be equitable to leave a portion of the island unincorporated.

- (iv) If a county legislative body has made a recommendation of annexation under Subsection (8)(c)(i):
 - (A) the relevant municipality is not required to proceed with the recommended annexation; and
 - (B) if the relevant municipality proceeds with annexation, the municipality shall annex the entire area that the county legislative body recommended for annexation.
 - (v) Upon the effective date under Section 10-2-425 of an annexation approved by an ordinance adopted under Subsection (8)(c)(i), the area annexed is conclusively presumed to be validly annexed.
- (9)
- (a) Except as provided in Subsections (8)(b)(i) and (8)(c)(i), if protests are timely filed under Subsection (8)(a), the municipal legislative body may not adopt an ordinance approving the annexation of the area proposed for annexation, and the annexation proceedings under this section shall be considered terminated.
 - (b) Subsection (9)(a) does not prohibit the municipal legislative body from excluding from a proposed annexation under Subsection (2)(b) the property within an unincorporated island regarding which protests have been filed and proceeding under Subsection (3) to annex some or all of the remaining portion of the unincorporated island.

Amended by Chapter 16, 2023 General Session

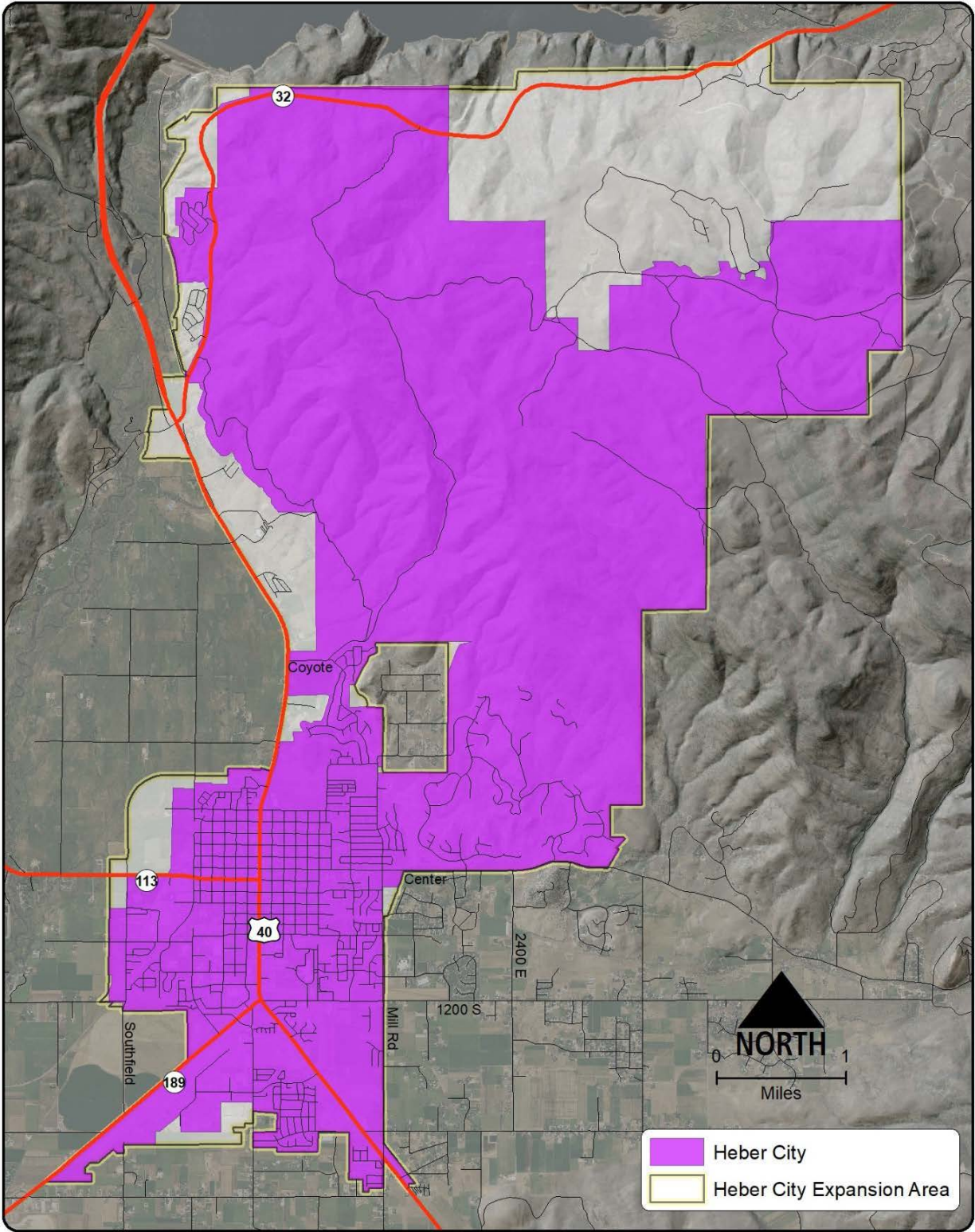
Amended by Chapter 435, 2023 General Session

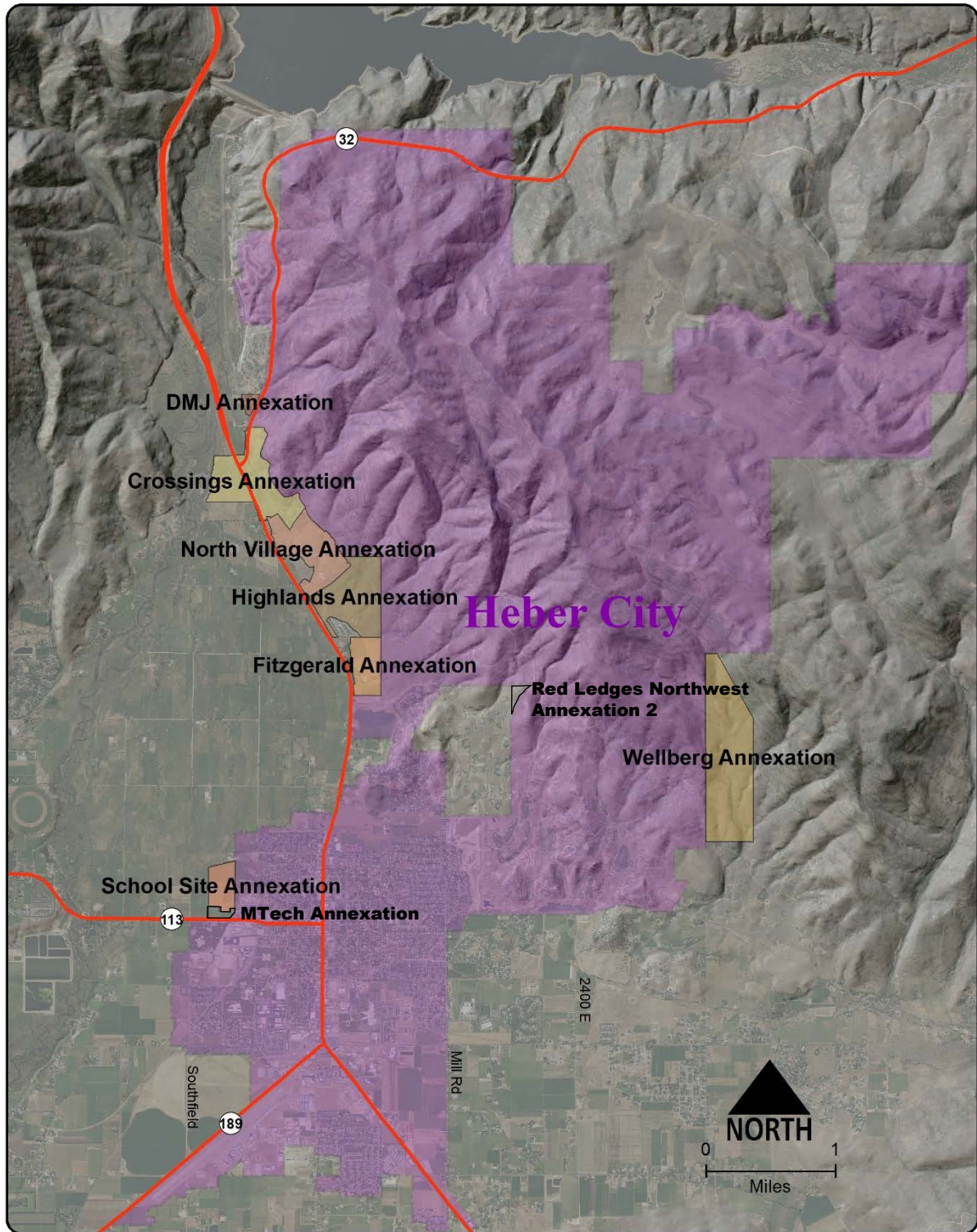
Annexation Process Summary

Typical Annexation Process

Process	Month								
Month	1	2	3	4	5	6	7	8	9
Notice of Intent									
Submittal									
Acceptance									
Certification									
Protest Period									
Plan. Commission									
Public Hearing									
MDA									
Approval									
Lieutenant Governor									
Record Plat									

Annexation Policy Plan Expansion Area Map





PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: MOUNTAINLAND TECHNICAL COLLEGE ANNEXATION

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: **890 West 100 South (State Road 113)**
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:	10.41 acres	
b. Total private property acreage within annexation:	8.74 acres	
c. Petitioner's acreage within annexation:	8.29 acres	94.9%
		% of Total Private Area
d. Total Assessed Land Value within annexation:	\$1,499,392	
e. Petitioner's Assessed Land Value within annexation	\$1,320,000	88.0%
		% 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: **Mountainland Technical College Annexation**

Petitioner 1

Petitioner Name Mountainland Technical College	Phone Number (801) 753-4128
Mailing Address 2301 Ashton Blvd. Lehi, Utah 84043	Email Address kmichaelis@mtec.edu
Parcel Numbers 00-0008-0213, 00-0008-0247, 00-0009-05684 and 00-0009-0576	
Signature 	Date 11/10/2023

Petitioner 2

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

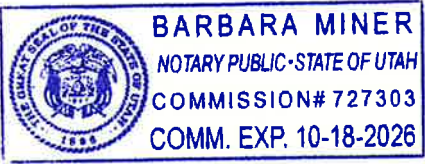
NOTICE

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 Mountainland Technical College	Phone Number (801) 753-4128
Mailing Address 2301 Ashton Blvd. Lehi, Utah 84043	Email Address kmichaelis@mtec.edu
Parcel Numbers 00-0008-0213, 00-0008-0247, 00-0009-05684 and 00-0009-0576	

ENTITY:	
By: <u><i>[Signature]</i></u> , <u>UP Admin. Services</u> Name/Title:	
STATE OF <u>Utah</u>)) ss. COUNTY OF <u>Utah</u>)	
On this <u>10</u> day of <u>November</u> , 20 <u>23</u> , 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.	
 BARBARA MINER NOTARY PUBLIC - STATE OF UTAH COMMISSION# 727303 COMM. EXP. 10-18-2026	<u><i>[Signature]</i></u> NOTARY PUBLIC
My Commission Expires: <u>10-18-2026</u>	

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

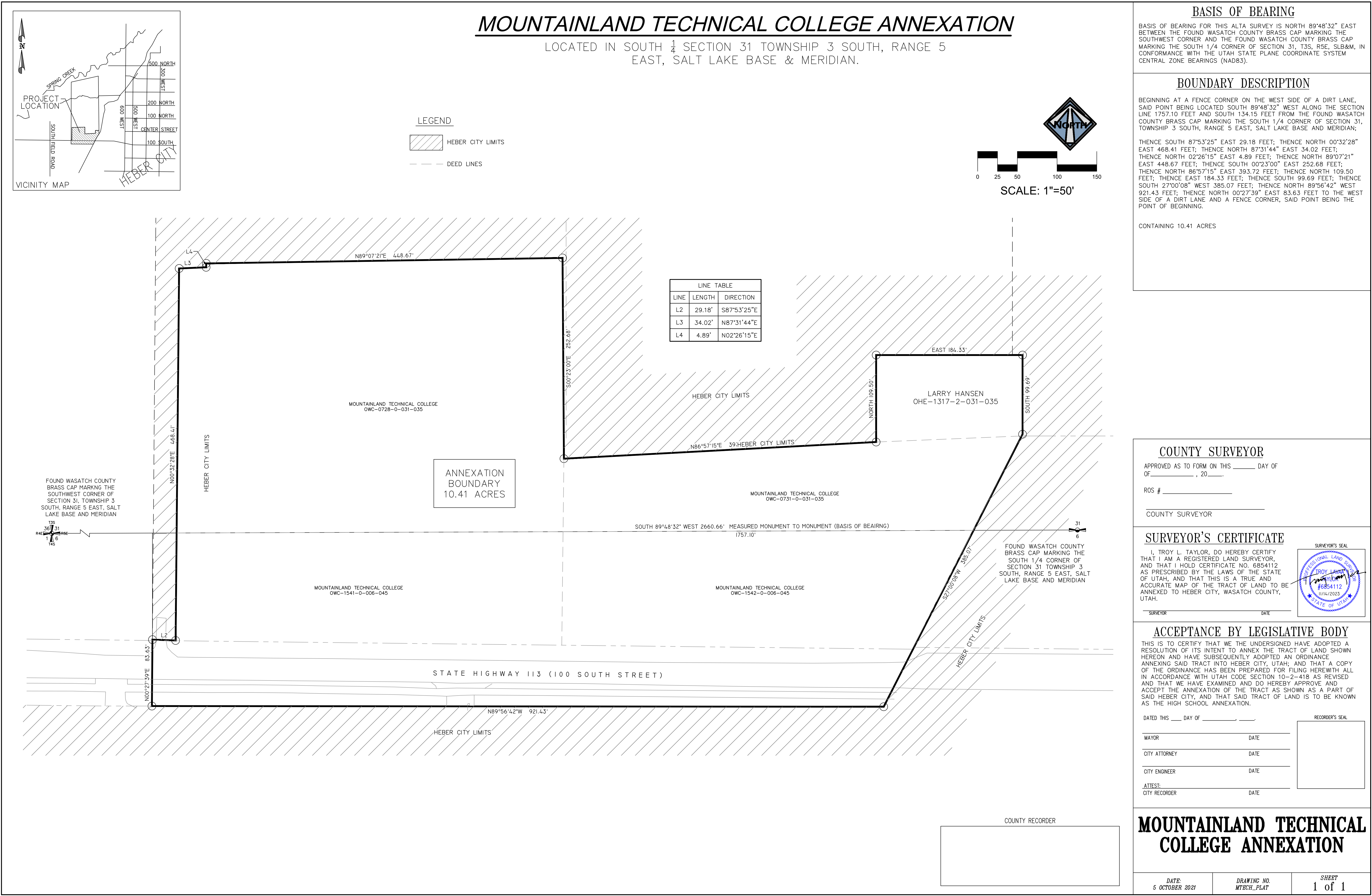


EXHIBIT B: PROPERTY DEEDS

WHEN RECORDED MAIL TO (TAX MAILING ADDRESS):
MOUNTAINLAND TECHNICAL COLLEGE
2301 ASHTON BLVD
LEHI, UT 84043

Ent 535061 Bk 1449 Pg 285 - 287
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2023 Jul 31 11:00AM Fee: \$40.00 KM
For: Inwest Title Services - Salt Lake
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

RECORDED AT THE REQUEST OF INWEST TITLE SERVICES, INC. ORDER # 298787

WARRANTY DEED

TIMPVIEW INVESTMENT HOLDINGS, LLC, AS TO AN UNDIVIDED 75% INTEREST, AND BRICK WALL PROPERTIES, LLC, AS TO AN UNDIVIDED 25% INTEREST

GRANTOR(S)

OF SARATOGA SPRINGS, COUNTY OF UTAH, STATE OF UT
HEREBY CONVEY AND WARRANT TO

MOUNTAINLAND TECHNICAL COLLEGE

GRANTEE(S)

OF LEHI, COUNTY OF UTAH, STATE OF UT
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN WASATCH COUNTY, STATE OF UT:

(OWC-0728-0-031-035, 00-0008-0213, OWC-1541-0-006-045, 00-0009-0568)

See Attached Exhibit "A"

RESERVING UNTO THE GRANTOR ANY AND ALL WATER RIGHTS AND/OR WATER SHARES WHICH MAY BE APPURTENANT TO SAID PARCELS.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR THE YEAR 2023 AND THEREAFTER.

WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS 27th day of July, 2023.

TIMPVIEW INVESTMENT HOLDINGS, LLC

By: *Aaron Wall* Managing Member

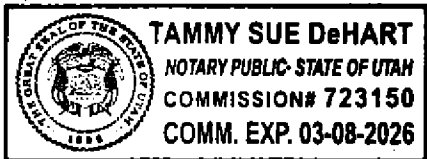
BRICK WALL PROPERTIES, LLC

By: *Timothy Taylor* Manager

ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF SALT LAKE)

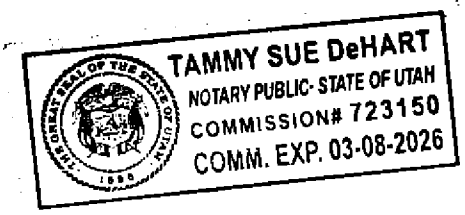
On JULY 31st, 2023, personally appeared before me AARON WALL, MANAGING MEMBER, whose identity(ies) is/are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she/they is/are acting in the capacity referenced above for TIMPVIEW INVESTMENT HOLDINGS, LLC, and that said document was signed by him/her/them in behalf of said Limited Liability Company by the authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said individual(s) acknowledged to me that said Limited Liability Company executed the same.



Tammy Sue DeHart
NOTARY PUBLIC
My Commission Expires: 3/8/2026
Residing at: SLC, UT

STATE OF UTAH)
) (ss.
COUNTY OF SALT LAKE)

On JULY 28th 2023, personally appeared before me **TIMOTHY TAYLOR, MANAGER**, whose identity(ies) is/are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she/they is/are acting in the capacity referenced above for **BRICK WALL PROPERTIES, LLC**, and that said document was signed by him/her/them in behalf of said Limited Liability Company by the authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said individual(s) acknowledged to me that said Limited Liability Company executed the same.




NOTARY PUBLIC

My Commission Expires: 3/8/2026
Residing at: SLC, UT

(PAGE 2 OF 2)

 **INWEST TITLE**
1100 E 6600 S, SUITE 120
MURRAY, UT 84121

PARCEL 1: (OWC-0728-0-031-035)

BEGINNING 19.51 CHAINS WEST OF THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 497 FEET; THENCE NORTH 0°48' EAST 334.5 FEET; THENCE EAST 497 FEET; THENCE SOUTH 335.4 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE WESTERLY 13.5 FEET THEREOF.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

ALSO:

BEGINNING AT A POINT WHICH IS 1736.46 FEET WEST AND NORTH 0°48' EAST 334.508 FEET AND EAST 13.5 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 483.5 FEET; THENCE NORTH 13.5 FEET; THENCE WEST 447 FEET; THENCE SOUTH 5.6 FEET; THENCE WEST 36.5 FEET; THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (OWC-1541-0-006-045)

BEGINNING 1238 FEET WEST OF THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 138.6 FEET TO THE HIGHWAY RIGHT OF WAY FENCE; THENCE WEST 499 FEET; THENCE NORTH 00°48' EAST 130.68 FEET; THENCE SOUTH 89°12' EAST 465.3 FEET MORE OR LESS TO THE POINT OF BEGINNING. LESS AND EXCEPTING THE WESTERLY 30 FEET THEREOF.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

WHEN RECORDED MAIL TO:
MOUNTAINLAND TECHNICAL COLLEGE
2301 ASHTON BLVD.
LEHI, UT 84043

Ent 526793 Bk 1428 Pg 272 - 273
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2022 Nov 10 11:07AM Fee: \$40.00 TC
For: Inwest Title Services - Salt Lake
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

RECORDED AT THE REQUEST OF INWEST TITLE SERVICES, INC. ORDER # 298785
MAIL TAX NOTICE TO: MOUNTAINLAND TECHNICAL COLLEGE
2301 ASHTON BLVD. LEHI, UT 84043

WARRANTY DEED

TIMPVIEW INVESTMENT HOLDINGS, LLC

GRANTOR(S)

OF SARATOGA SPRINGS, COUNTY OF UTAH, STATE OF UT
HEREBY CONVEY AND WARRANT TO

MOUNTAINLAND TECHNICAL COLLEGE

GRANTEE(S)

OF LEHI, COUNTY OF UTAH, STATE OF UT
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,
THE FOLLOWING DESCRIBED TRACT OF LAND IN WASATCH COUNTY, STATE OF UT:

(OWC-0731-0-031-035, 00-0008-0247, OWC-1542-0-006-045, 00-0009-0576

See Attached Exhibit "A"

***RESERVING UNTO THE GRANTOR ANY AND ALL WATER RIGHTS AND/OR WATER SHARES WHICH
MAY BE APPURTENANT TO SAID PARCELS.***

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, AND TAXES FOR
THE YEAR 2022 AND THEREAFTER.

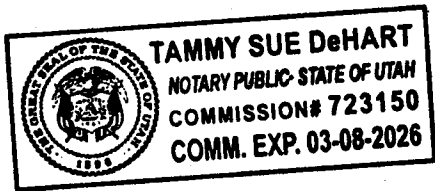
WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS 3rd day of November, 2022.

TIMPVIEW INVESTMENT HOLDINGS, LLC
[Signature]
By AARON WALL, Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF SALT LAKE)

On November 3rd, 2022, personally appeared before me **AARON WALL, MANAGING MEMBER**, whose
identity(ies) is/are personally known to me, or proven on the basis of satisfactory evidence, and who by me duly
sworn/affirmed, did say that he/she/they is/are acting in the capacity referenced above for **TIMPVIEW INVESTMENT
HOLDINGS, LLC**, and that said document was signed by him/her/them in behalf of said Limited Liability Company by the
authority of its Articles of Organization, Operating Agreement, or by consent of the Company Members, and said
individual(s) acknowledged to me that said Limited Liability Company executed the same.



[Signature]
NOTARY PUBLIC

My Commission Expires: 3/8/2026
Residing at: SALT LAKE COUNTY, UT



INWEST TITLE

1100 E 6600 S, SUITE 120
MURRAY, UT 84121

PARCEL 1: (OWC-0731-0-031-035)

BEGINNING AT A POINT ON THE WEST BANK OF A CANAL WHICH IS WEST 690.5 FEET AND NORTH 143.88 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 200.5 FEET; THENCE SOUTH 86°03' WEST 391.3 TO AN EXISTING FENCE; THENCE SOUTH 0°48' WEST 97.4 FEET TO THE SECTION LINE; THENCE EAST ALONG SAID SECTION LINE TO THE CENTER OF A CANAL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID CANAL TO POINT OF BEGINNING.

EXCEPTING ANY PORTION THAT MAY LIE WITHIN THE BOUNDARIES OF SPRING CREEK COMMERCIAL PARK AMENDED.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (OWC-1542-0-006-045)

BEGINNING WEST 19.51 CHAINS FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°48' WEST 138.6 FEET; THENCE SOUTH 89°12' EAST ALONG RIGHT OF WAY FENCE 456 FEET TO THE EAST BANK OF CANAL; THENCE NORTHEASTERLY ALONG SAID CANAL TO THE SECTION LINE; THENCE WEST TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THAT MAY LIE WITHIN THE BOUNDARIES OF SPRING CREEK COMMERCIAL PARK AMENDED.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

WHEN RECORDED, MAIL TO:

Larry Hansen

160 West 300 North

Heber City, Utah 84032
W-37269

Space Above This Line for Recorder's Use

Warrenty Deed
(Corporate Form)

NEW LONDON RAILROAD AND VILLAGE INC. , a corporation
organized and existing under the laws of the State of Utah, with its principal office at
, of County of , State of Utah,
grantor, hereby conveys and warrants to

LARRY HANSEN

of Heber City

Grantee
for the sum of
DOLLARS,
County,

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS--
the following described tract of land in
State of Utah:

WASATCH

SEE ATTACHED EXHIBIT "A"

00197150 Bk00359 Pg00264-00265

WASATCH CO RECORDER-ELIZABETH M PARCELL
1997 SEP 18 11:17 AM FEE \$12.00 BY MWC
REQUEST: FIRST AMERICAN TITLE

PAGE (0) INDEX () ESTIMATE () PLAT () CHECK ()

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 a tended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers this 17th day of September A. D., 1997

Attest:

June Ashton, Vice President
June Ashton, Vice President
(Corporate Seal)

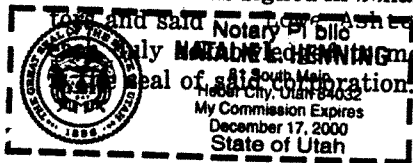
NEW LONDON RAILROAD and VILLAGE INC.

By *Lowe Ashton*
Lowe Ashton President

STATE OF UTAH,
County of WASATCH

ss.

On the 17th day of September , A. D. 1997
personally appeared before me Lowe Ashton and June Ashton
who being by me duly sworn did say, each for himself, that he, he said Lowe Ashton Vice President
is the president, and he, the said June Ashton is the Secretary
of New London Railroad and Village Inc. , and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of direc
and June Ashton
and June Ashton
that said corporation executed the same and that the seal affixed



Notary Public

My Commission expires 12/17/00

My residence is Heber City UT

EXHIBIT "A"

BEGINNING 425 feet West and 137 feet North $0^{\circ}48'$ East from Southeast corner of Southwest quarter of Section 31, Township 3 South, Range 5 East, Salt Lake Meridian; thence Westerly 435.6 feet; thence North 100 feet; thence East 435.6 feet; thence South 100 feet to beginning.

00197150 BK00359 Pg00265

265

EXHIBIT C: VALUE & ACREAGE

Exhibit C

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 demonstrated 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	Parcel #	Acres	Market Value	Petitioner
Mountainland Technical College	00-0008-0213	3.87	\$387,000	Yes
Mountainland Technical College	00-0009-0568	1.44	\$144,000	Yes
Mountainland Technical College	00-0009-0576	1.07	\$107,000	Yes
Mountainland Technical College	00-0008-0247	1.82	\$682,000	Yes
Larry Hansen	00-0015-3499	0.45	\$179,392	No
UDOT State Road 113 Right-of-Way	----	1.67	\$0	
Total		10.32	\$1,499,392	

The Larry Hansen property is a total of 1.48 acres with a market value of \$590,000. Approximately 1.03 acres of this property is already in the Heber City limits. Approximately 0.45 acres is being annexed into the city with this annexation petition. The prorated market value for the 0.45 acres is \$179,392.

Annexation Petitioners Market Value	\$1,320,000
% of Annexation Market Value Represented by Petitioners	88.0%

EXHIBIT D: PROPERTY TAX NOTICES



Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 10, 23 & 24 2023
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2023

2023 Tax Notice

Parcel Number 00-0008-0213
Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING
Tax District
012 - COUNTY OUTSIDE DISTRICT
Mortgage Company
NO REQUESTING COMPANY

*****SNGLP 840 B1 1073 1/2-P7 T7 2145
00-0008-0213 / OWC-0728-0-031-035
MOUNTAINLAND TECHNICAL COLLEGE
2301 ASHTON BLVD
LEHI UT 84043

Partial Property Description
BEGINNING W.1287.66FT FROM S1/4 CORNE R SECTION
31 T.3S R.5E SLM: W.483.50F T; N.00 DEG 48'E.342.50FT;

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
LAND GREENBELT IRRIGATION TILLABLE IV PROPERTY ROLLBACK ROLLBACK COUNTY	3.87 (3.87)	387,000 (387,000)	1,000 (797)	8.64 7,578.35 1,894.59
Total Property Value & Taxes	3.87	387,000	1,000	9,481.58

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE; LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entities - Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	0.000970	0.97
12 COUNTY LOCAL A&C	0.000113	0.11
15 COUNTY BONDS	0.000021	0.02
17 MULTI COUNTY A&C	0.000015	0.02
19 BASIC ST SCHOOL LEVY	0.001406	1.41
20 WASATCH CO SCHOOL DIST	0.004700	4.70
21 SCHOOL DIST BOND	0.000251	0.25
23 HEALTH	0.000054	0.05
24 CHARTER SCHOOL LEVY	0.000034	0.03
30 WASATCH COUNTY FIRE DISTRICT	0.000422	0.42
32 PARK & REC GENERAL	0.000158	0.16
72 LIBRARY	0.000093	0.09
90 CENTRAL UT WATER CONSERVANCY	0.000400	0.40
PROPERTY ROLLBACK ROLLBACK COUNTY		7,578.35 1,894.59
	0.008637	9,481.58

Prepayments **9,472.94** Abatements **0.00** **Total Tax Due** **8.64**

PAY ONLINE AT www.wasatch.utah.gov

Payments Are Due Before November 30th
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

REQUEST FOR CHANGE OF MAILING ADDRESS

NAME _____
ADDRESS _____
CITY & STATE _____
ZIP CODE _____ PHONE # _____

PARCEL NUMBER: 00-0008-0213

I hereby swear that I am entitled to receive property tax notices on this parcel. Any false statements or omissions are punishable under Utah law by a fine and/or imprisonment.

Authorized Signature _____ Date _____
If you are interested in making prepayments during **2024** for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb. 2024.
(No additional fees will be charged.)

☐ **YES! I am interested in making prepayments for 2024.**

TOTAL DUE
PENALTIES APPLY AFTER
NOVEMBER 30, 2023

8.64

Make checks payable to: WASATCH COUNTY TREASURER
25 North Main
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2024

2023 THIS STUB MUST ACCOMPANY PAYMENT

00-0008-0213





Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 10, 23 & 24 2023
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2023

2023 Tax Notice

Parcel Number 00-0009-0568
Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING
Tax District
012 - COUNTY OUTSIDE DISTRICT
Mortgage Company
NO REQUESTING COMPANY

*****SNGLP 840 B1 1073 2/2-P7 T7 2146
00-0009-0568 / OWC-1541-0-006-045
MOUNTAINLAND TECHNICAL COLLEGE
2301 ASHTON BLVD
LEHI UT 84043-0000

Partial Property Description
BEGINNING W.1238FT FROM N1/4 CORNER S ECTION 6
T.4S R.5E SLM: S.00 DEG 48'W .138.60FT; W.485.50FT; N.0

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
LAND GREENBELT IRRIGATION TILLABLE IV PROPERTY ROLLBACK ROLLBACK COUNTY	1.44 (1.44)	144,000 (144,000)	1,000 (297)	8.64 3,056.80 764.20
Total Property Value & Taxes	1.44	144,000	1,000	3,829.64

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE; LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entities - Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	0.000970	0.97
12 COUNTY LOCAL A&C	0.000113	0.11
15 COUNTY BONDS	0.000021	0.02
17 MULTI COUNTY A&C	0.000015	0.02
19 BASIC ST SCHOOL LEVY	0.001406	1.41
20 WASATCH CO SCHOOL DIST	0.004700	4.70
21 SCHOOL DIST BOND	0.000251	0.25
23 HEALTH	0.000054	0.05
24 CHARTER SCHOOL LEVY	0.000034	0.03
30 WASATCH COUNTY FIRE DISTRICT	0.000422	0.42
32 PARK & REC GENERAL	0.000158	0.16
72 LIBRARY	0.000093	0.09
90 CENTRAL UT WATER CONSERVANCY	0.000400	0.40
PROPERTY ROLLBACK ROLLBACK COUNTY		3,056.80 764.20
	0.008637	3,829.64

Prepayments **3,821.00** Abatements **0.00** **Total Tax Due** **8.64**

PAY ONLINE AT www.wasatch.utah.gov

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Postmark Accepted

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NAME _____
ADDRESS _____
CITY & STATE _____
ZIP CODE _____ PHONE # _____

PARCEL NUMBER: 00-0009-0568

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(No additional fees will be charged.)

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8.64

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00-0009-0568







Wasatch County Treasurer
25 North Main Heber City, Utah 84032
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Closed November 10, 23 & 24 2023
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2023

2023 Tax Notice

Parcel Number 00-0008-0247
Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING
Tax District
012 - COUNTY OUTSIDE DISTRICT
Mortgage Company
NO REQUESTING COMPANY

*****AUTO**ALL FOR AADC 840 B1 379 1/2-P3 T3 757
00-0008-0247 / OWC-0731-0-031-035
MOUNTAINLAND TECHNICAL COLLEGE
2301 W ASHTON BLVD
LEHI UT 84043-5422

Partial Property Description

BEG ON W BANK OF CANAL WHICH PT IS 69 0.5 FT W &
143.88 FT N OF S1/4 COR SE C 31 T3S R5E SLM; W 200.5

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
NON FAA RESIDENTIAL UNIMPROVED NON PRI	1.00 0.82	600,000 82,000	600,000 82,000	5,182.20 708.23
Total Property Value & Taxes	1.82	682,000	682,000	5,890.43

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE; LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entities - Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	0.000970	661.54
12 COUNTY LOCAL A&C	0.000113	77.07
15 COUNTY BONDS	0.000021	14.32
17 MULTI COUNTY A&C	0.000015	10.23
19 BASIC ST SCHOOL LEVY	0.001406	958.89
20 WASATCH CO SCHOOL DIST	0.004700	3,205.40
21 SCHOOL DIST BOND	0.000251	171.18
23 HEALTH	0.000054	36.83
24 CHARTER SCHOOL LEVY	0.000034	23.19
30 WASATCH COUNTY FIRE DISTRICT	0.000422	287.80
32 PARK & REC GENERAL	0.000158	107.76
72 LIBRARY	0.000093	63.43
90 CENTRAL UT WATER CONSERVANCY	0.000400	272.80
	0.008637	5,890.43

Prepayments 0.00 Abatements 0.00 Total Tax Due 5,890.43

PAY ONLINE AT www.wasatch.utah.gov

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Postmark Accepted

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REQUEST FOR CHANGE OF MAILING ADDRESS

NAME _____
ADDRESS _____
CITY & STATE _____
ZIP CODE _____ PHONE # _____

PARCEL NUMBER: 00-0008-0247

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Authorized Signature _____ Date _____
If you are interested in making prepayments during 2024 for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb. 2024.
(No additional fees will be charged.)

☐ YES! I am interested in making prepayments for 2024

TOTAL DUE

PENALTIES APPLY AFTER

NOVEMBER 30, 2023

5,890.43

Make checks payable to:

WASATCH COUNTY TREASURER

25 North Main

Heber City, Utah 84032

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To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2024

2023 THIS STUB MUST ACCOMPANY PAYMENT

00-0008-0247

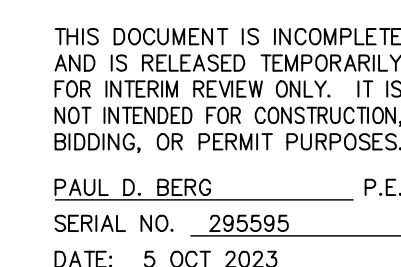


**EXHIBIT E:
LIST OF ALL PROPERTY OWNERS
WITHIN ANNEXATION AND WITHIN
300 FEET OF ANNEXATION**

PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET				
Name	Street Address	City	State	Zip
Sable Properties LLC	45 South Main	Heber City	UT	84032
Frogley Investments LLC	960 North 100 West	Midway	UT	84049
Georgeann McNaughtan	1151 Pine Circle	Heber City	UT	84032
Jeffrey Ellis	742 West 100 South	Heber City	UT	84032
Spring Creek 736 LLC	736 W 100 S Ste 2	Heber City	UT	84032
Sable Properties LLC	45 South Main	Heber City	UT	84032
BLB Properties LLC	753 E Valley Hills Drive	Heber City	UT	84032
Amogora Holdings LLC	722 W 100 S Ste B	Heber City	UT	84032
MHMoeller Holdings	569 South 500 East	Heber City	UT	84032
Sunrock Building Materials Inc.	730 North 1500 West	Orem	UT	84057
Board of Education of the Wasatch County School District	101 East 200 North	Heber City	UT	84032
Larry Hansen	160 West 300 North	Heber City	UT	84032
Timpview Investment Holdings LLC	38 Frontier CT	Saratoga Springs	UT	84045
Wasatch County	25 North Main	Heber City	UT	84032
LWH Properties LLC	895 West 100 South	Heber City	UT	84032
Richard N Reese Family Limited Liability	P.O. Box 708490	Sandy	UT	84090
Richard M Buys Trust	675 West 100 South	Heber City	UT	84032
Mountainland Technical College	2301 Ashton Blvd.	Lehi	UT	84043
Utah Department of Transportation	658 North 1500 West	Orem	UT	84057
H&D Lance Family LLC	P.O. Box 526	Midway	UT	84049

EXHIBIT F: VICINITY MAP

 PROPOSED ANNEXATION BOUNDARY
 300' NOTICING BOUNDARY



SCALE: 1"=100'

MOUNTAINLAND TECHNICAL
COLLEGE ANNEXATION

PROPERTIES WITHIN 300 FEET



DESIGN BY: PDB	DATE: 5 OCT 2023	SHEET
DRAWN BY: SW	REV:	1

EXHIBIT G: CONCEPT PLAN



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Ordinance 2023-41 Amendment to General Plan to Incorporate the Envision Central Heber Vision
RESPONSIBLE: Tony Kohler, John Janson
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the public process to explore potential alternative scenarios for the downtown, central neighborhoods and the tourist/recreation area, a more specific plan and vision has been adopted, the Envision Central Heber Vision. People+Place has been contracted with to manage this process and from a zoning and general plan perspective, to implement the Vision. The Planning Commission held a public hearing on October 24th. The intent for this change to the Envision Heber 2050 general plan is to modify and update several sections by making text and Future Land Use changes to assure consistency with the Central Heber Vision. The Planning Commission recommended the update unanimously.

RECOMMENDATION

Staff recommends the City Council, after discussion, adopt the changes to the Envision Heber 2050 general plan. Staff requests this process, the General Plan update and the C-3 zone update (a separate item) be completed by the end of the year.

BACKGROUND

The Envision Heber 2050 general plan was adopted several years ago. It covers the downtown area but not in the detail needed for developing priorities/steps for the City to consider in implementation. The Central Heber visioning process suggested changes to the general plan. The text of the Envision Heber 2050 Plan needed changes in several areas and these changes are covered in the Discussion section.

Issues that were discussed in the process have been resolved through the City Council adoption of the Vision. The Central Heber Vision is available on the City Website under the Envision Heber 2050

icon.

The Planning Commission gave a unanimous recommendation to the City Council to adopt the Vision. Only a few minor modifications were suggested by the City Council including expanding the Downtown Transition area to 200 East and 200 West to more clearly align with the CRA boundaries. In addition, some of the districts were suggested to have name changes with the most significant being the “Tourist/Recreation” district being changed to the “Recreation and Arts” district.

An open house was held, October 11th, to discuss changes to the C-3 zone and General Plan to implement the Central Heber Vision. Input that concerned the Vision/General Plan was focused on parking and traffic concerns. These are studies/projects beyond the scope of this General Plan update.

The City Council adopted the Vision in October.

DISCUSSION

The proposed changes within this update of the Envision Heber 2050 general plan are not meant to be a complete overhaul/update of the Plan. These changes simply update the Plan where more specifics or potential conflicts arise from the adoption of the Central Heber Vision. It is not the intent of these changes to address the entire Envision Heber 2050 plan.

The specific changes include:

1. Slight updates to the introductory letters to mention the Central Heber Vision and to recognize the current City Council and Planning Commission
2. Changes in Chapter 2 to include the Central Heber Vision/process
3. Changes to the Future Land Use map including district names and boundaries, in Chapter 3
4. Slight changes to the Quality Neighborhoods chapter with a name change from the Historic Core section with Central Neighborhoods from the Vision map, Chapter
5. Replacement of the Downtown section and Tourist Recreation sections with text from the Central Heber Vision in Chapter 5.
6. Some updates to the last chapter (10), General Plan Priorities, reflecting project priorities from the Visioning process
7. The addition of the Vision summary poster to the appendix
8. Changes to the explanatory definitions for the associated Future Land Use chart, especially for:
 - the Historic Core Neighborhood becomes the Central Neighborhoods with reduced densities
 - Downtown becomes the Historic Downtown coupled with Outer Downtown
 - Tourism/Recreation becomes the Recreation and Arts District
 - The 100 South corridor is defined
 - The Downtown Transition area is defined (new)
 - Building heights are defined as well as uses

FISCAL IMPACT

Potential to incentivize growth in the Downtown, Recreation and Arts District, and the connecting corridor along 100 South.

CONCLUSION

The significant outreach public process has led to a citizen generated Central Heber Vision, that necessitated updates to the Envision Heber 2050 General Plan.

ALTERNATIVES

Since the City has adopted the Central Heber Vision, these changes to the general plan simply create consistency with the Vision and the General Plan.

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2023-41 General Plan
2. 2023 General Plan Update

ORDINANCE NO. 2023-41

AN ORDINANCE REVISING THE GENERAL PLAN OF THE CITY TO INCORPORATE THE ENVISION CENTRAL HEBER VISION.

BE IT ORDAINED by the City Council of Heber City, Utah, Envision Heber 2050, the Heber City General Plan, is hereby amended and replaced with Exhibit 1.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit 1

Heber City Envision 2050

General Plan

Updated November XX, 2023



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2020 Heber City Council

March 17, 2020

Dear Heber City Residents:

The General Plan is the primary tool for guiding the future of Heber City. It contains the community's goals and policies on character and design, land use, open space and the natural environment, business and economics, neighborhood vitality, transportation and growth. It shapes the physical form of the City, yet it also addresses other aspects, such as community services, protection of sensitive lands and the character of neighborhoods and the community.

The General Plan provides a guide for day-to-day, short- and long-term decision making. Heber City's General Plan has three interrelated roles:

- It is an expression of the community vision, aspirations, values, and goals;
- It is a decision-making guide; and
- It fulfills State legal requirements.

The previous General Plan was adopted by a former City Council on July 3, 2003. The General Plan needed to be updated to reflect significant community changes and events such as rapid population growth, increased traffic and annexations. The City desired to have a very transparent and inclusive process for updating the plan so that its goals and policies would reflect the values of the community. Residents responded through several surveys, public meetings, public outreach at public events and online sources, steering committee meetings and open houses, and expressed concern about the need for better parks, gathering spaces, economic development, open space, trails, streets, dark skies, development patterns and the downtown.

The new General Plan incorporates the required sections of state law. Some of the state mandated elements have been combined, and some have been expanded beyond what is required. The plan is arranged into chapters categorized by the important principles identified by residents in developing the Heber City Vision Statement. These principles include (1) Quality Neighborhoods, (2) Centers and Gathering Places, (3) Open Space and Rural Character, (4) Outdoor Recreation, (5) Parks and Trails, (6) Mobility and Streetscapes and (7) Jobs and Economic Development.

The General Plan's goals and policies are implemented through ordinances, regulations, ongoing procedures, recommendations from City boards and commissions, and decisions made by the City Council. The General Plan is also carried out by private actions and initiatives in the community. This new plan will provide a new vision to guide the growth of the community for the next 30 years; thus, its name, Heber City Envision 2050.

Sincerely,

Kelleen Potter, Mayor

Heidi Franco

Wayne Hardman

Ryan Stack

Rachel Kahler

Mike Johnston



ACKNOWLEDGMENTS

Thank you to everyone who participated in
Envision Heber by attending a meeting, taking a
survey, spreading the word, or in any other way to
make Heber City's future brighter.

Mayor

Kelleen Potter, Heber City Mayor

City Council

Kelleen Potter, Mayor

Heidi Franco

Wayne Hardman

Ryan Stack

Rachel Kahler

Mike Johnston

Planning Commission

Keith Rawlings, Chairman

Darek Slagowski, Vice Chairman

Oscar Covarrubias

Dennis Gunn

David Richards

Steve Allen

Sid Ostergaard

City Staff

Matt Brower, City Manager

Tony Kohler, Planning Director

Meshelle Kijanen

Jamie Baron

Envision Heber Steering Committee

Marianne Allen

Brian Balls

Kristen Bybee

Stacie Ferguson

Ashlyn Fuller

Isela Jimenez

Philip Jordan

Rachel Kahler

Richard Lee

Lane Lythgoe

Jocelyn Lujan

Jim Mortensen

Larry Newhall

Matt Parker

Keith Rawlings

David Richards

Ryan Stack

Ryan Starks

Tom Stone

Don Taylor

Debra West

Consultants

Christie Oostema Brown, People + Place

John Janson

Jake Young

Meg Ryan

Ryan Bunnell, Ignition Creative Group

The People of Heber City

Photography: A special thank you to Jake Young for providing project photography and for contributing numerous photos from his collection to this document.

2023 General Plan Update

Mayor

Heidi Franco

City Council

Ryan Stack

Rachel Kahler

Mike Johnston

Scott Phillips

Yvonne Barney

Planning Commission

Dennis Gunn

Dave Richards

Darek Slagowski

Oscar Covarrubias

Sid Ostergaard

Phil Jordan

Joshua M. Knight

Robert M. Wilson

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Heber City Downtown Study (Downtown Redevelopment Service)
General Plan Land Use Study (Lewis Young Robertson & Burningham)
Moderate Income Housing Plan
Presentation: Vision Celebration and General Plan Kick-Off
Presentation: Workshop Values Summary



1: INTRODUCTION

Introduction

Heber City is at a crossroads in the midst of significant growth along the Wasatch Back. The City can choose to let development shape it, or the City can choose to shape development. Shaping a city is what planning is all about, and the effort to refresh city planning strategies is best initiated through a city's general plan – a vision for the future.

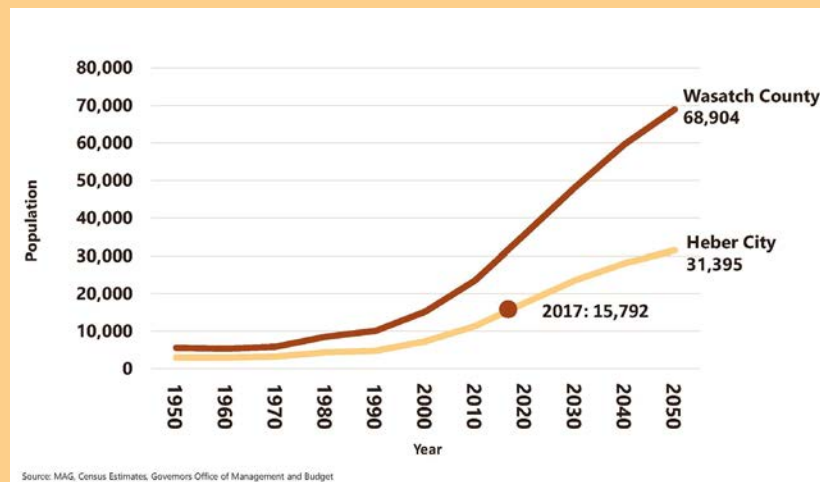
Heber City is located in a beautiful rural setting, but the growth that is being planned in areas beyond the community threatens the values that residents hold dear. They value open space, the rural atmosphere and the small town feel. These values could be compromised by the influx of new development if development does not meet the expectations of residents. This fact is not offered to imply that new growth is negative in some manner, but simply to suggest that new growth needs to help achieve Heber's vision for the future.

A Context of Growth

While Heber residents enjoy tremendous quality of life in the heart of a beautiful valley, the City also grapples with another reality: its context in a rapidly growing state and region. Utah's growth continues to be mostly homegrown due to the larger average size of our families, but the state

also attracts many new residents, who come for economic opportunities and the quality of life that places like Heber City offer. Just like the state as a whole, Wasatch County is experiencing rapid growth, expecting to double its population by 2050, reaching nearly 70,000 residents. Like the County, Heber City itself is likely to double its population by 2050, to reach a total of more than

The Big Question Is Not “Will We Grow?”, but “How Will We Grow?”



Heber's population is expected to double by 2050. This population projection reflects numbers developed by our state, which provides population projections as a part of its planning. The state effort is informed by local government input.

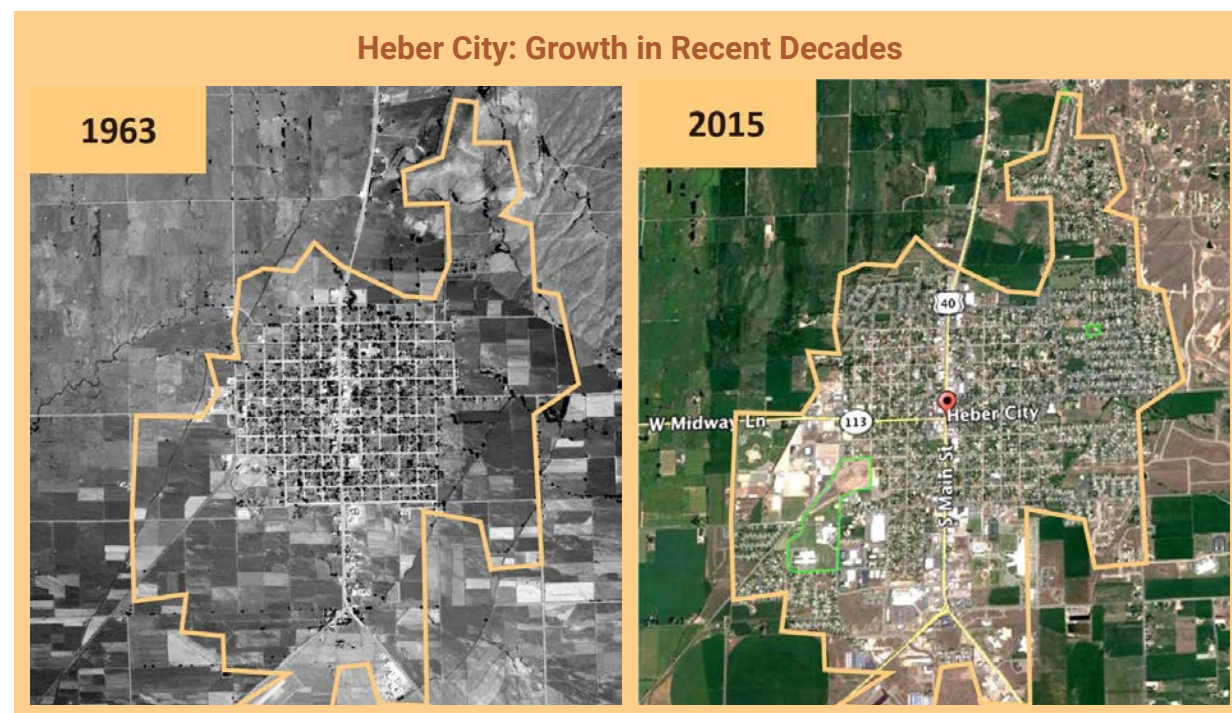
The larger context of Heber City is Wasatch County, which is experiencing similar growth

30,000 residents. And growth is nothing new to the City. A 2018 Salt Lake Tribune article noted that for the second year in a row, Heber ranked No. 1 for growth among the nation's smaller "micropolitan areas," with populations between 10,000 and 50,000. Growth is a part of Heber's past, present and future.

What Does Growth Look Like?

Until the 1990s, Heber City's growth was concentrated in its historic core, featuring a tidy grid of residential streets surrounding Main Street.

In subsequent decades the City's growth pattern changed. The City grew beyond its grid and into a pattern that included strip commercial and more dispersed residential growth. Between 1963 and 2015, the City's footprint grew by about 2.5 times, with most of that growth happening in the last couple of decades. The visioning process explored land well beyond Heber's current boundaries, so residents and the City could be proactive about lands surrounding the city—land that Heber influences and is influenced by.



Key Facts: Population

17,093

2019 Population



4.5%

2010-2019 Population Growth Rate

29.4

Median Age

3.4

Ave Household Size

\$62,826

Median Household Income (2019)

Educational Attainment

9%

No High School



Some College



High School Graduate



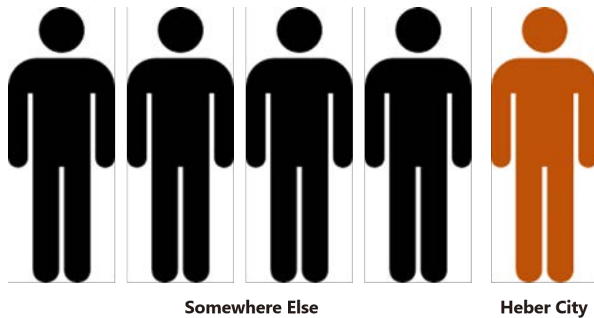
Bachelor's/Grad/
Prof Degree

Source: ESRI/American Community Survey

Issues Surrounding Growth

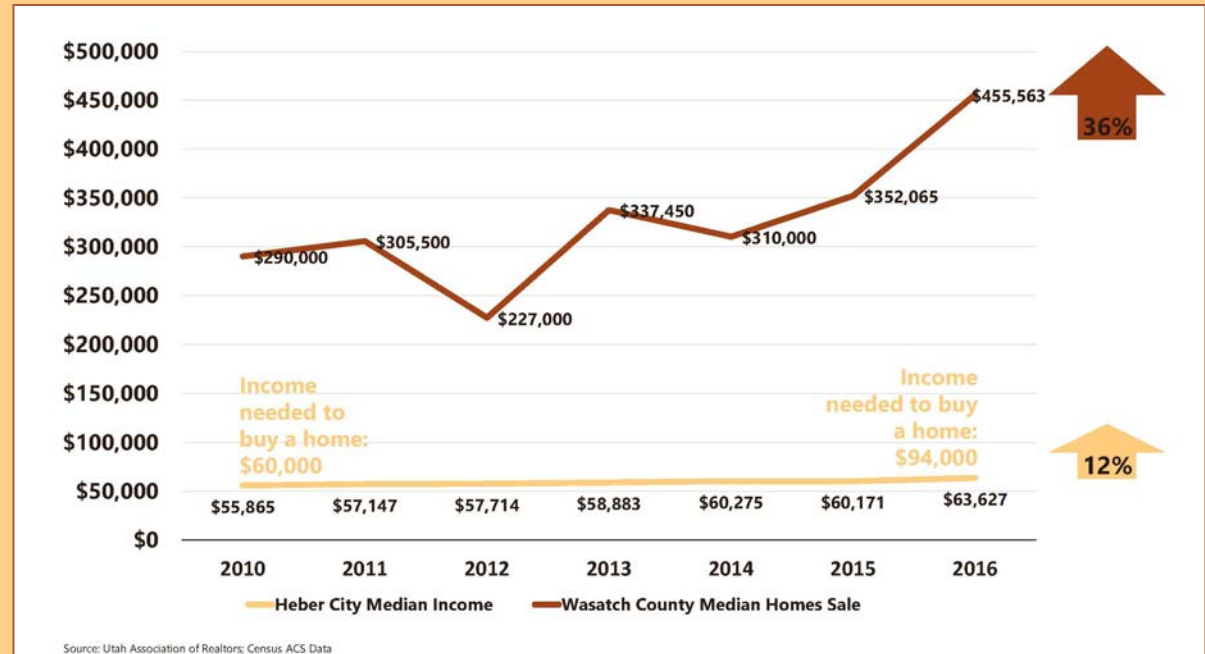
As the major regional hub for Wasatch County, Heber is central to many issues facing the greater area. The location, within a short drive of two major ski resorts with a third under construction, is in an area brimming with world class, year-round outdoor recreational opportunities, yet it is not far from the Salt Lake and Provo/Orem job markets. Combined, these factors suggest continued strong growth into the distant future. Rapid recreation-oriented growth and access to strong job markets also affect housing affordability. Increasingly, the ability to buy a home is out of reach for first-time home buyers, and workforce housing is in short supply. Household income is not keeping pace with rising housing costs in Heber.

Only 1 in 5 of Heber City residents work in Heber City proper; most others work in Park City, Salt Lake County, Utah County, or other communities in the area.



Median Household Income and Median Home Sales Price

This chart shows Heber City's median income in tan, and Wasatch County's median home price in brown. Income has not kept up with rising home prices. What's even more interesting is the annual income needed to buy a median priced home. In 2010, it was \$60,000. Now it's \$94,000. Increasingly, housing is out of reach for low to median income residents.



How growth is managed is a primary question for all of Wasatch County. In Heber itself there are many important issues that are being addressed with additional studies:

- The future of Main Street
- A new high school
- Airport expansion
- Bypass roads
- Housing affordability
- Transit feasibility
- A parks system master plan



Establishing Direction: The Role of a Vision and General Plan

General plans are the foundation that establishes direction on the “big” issues. Heber’s Envision 2050 visioning process started with a survey,

a web site and then a workshop intended to ascertain issues of importance to everyone in the community. A community values assessment and a land use visioning exercise resulted in a vision map and vision principles. The vision map and principles became the foundation for this general plan.

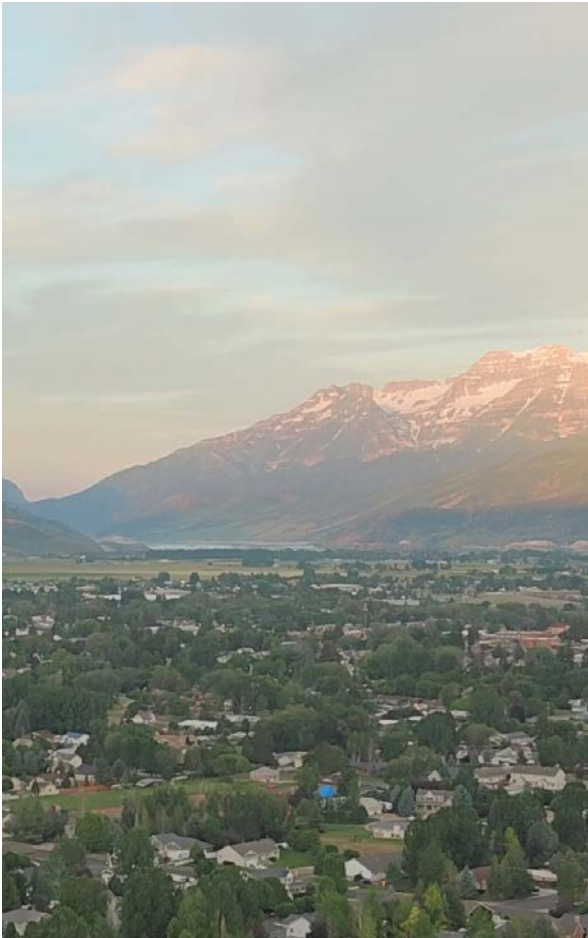
Heber City’s visioning process, Envision Heber 2050, described in Chapter 2, was a grassroots conversation about the future of the City. It provided an opportunity for Heber City residents to explore issues surrounding Heber’s future and, in that context, conceptualize together the future they want to create. The process identified what residents need to preserve and enhance quality of life today, but also the quality of life for the City’s children and grandchildren. Finally, the process laid the foundation for the development of this general plan, which represents a road map to the future envisioned by the public. Rather than diving into the general plan update, the visioning process provided the space to ask, “*What do people want and how will our City provide it?*” before moving directly to implementation strategies, which are embodied in the general plan.

2023 General Plan Update

In 2023, Heber City updated this general plan to include the Central Heber Vision, a guide for future growth and development in the Downtown District blocks surrounding Main Street, the Central Neighborhoods in the City’s core, and the Recreation and Arts District on the west side of town. Chapters two and five contain most of the updates.



2: HEBER CITY VISION



Heber City Vision

Heber City is nestled in a green valley, brimming with **historic agricultural** uses, the **beautiful Provo River**, and unmatched views of the **Wasatch Mountains**.

Our residents value this **beautiful and unique setting** and are committed to **preserving its character** while **growing and nurturing** our City. **Together**, we desire to:

- preserve the **beautiful open lands** that surround us;
- create **friendly neighborhoods and centers** that focus homes, jobs, shopping, and recreation into places where we gather and interact regularly;
- enhance and strengthen **downtown—the heart of our community**; and
- grow, promote and diversify our **recreational opportunities**.

By **focusing our growth** in specific areas, we **foster a vibrant community** and a **quiet countryside**—a place residents and visitors alike will **enjoy for generations to come**.

Topic Area Vision Statements and Guiding Principles

Quality Neighborhoods

Heber City's neighborhoods thrive because all of them are valued for their unique characters, amenities and context. Residents with a range of incomes have access to great places to live, and all residential neighborhoods are stable, attractive options.

Principles:

1. Heber City will honor and enhance existing neighborhoods and increase their walkability.
2. Heber City's new neighborhoods will be walkable and blend a variety of housing options and shared open space amenities. New neighborhoods will be within walking distance of a center, where neighbors can



gather.

3. Rural and mountain residential clusters will enable residents to live in neighborhoods where housing is focused in a smaller area, resulting in the majority of natural lands reserved for shared open space with recreational, equestrian or agricultural uses.
4. Heber will maintain its clean air and dark skies so the City is a healthy and beautiful place to live.

Centers & Gathering Places

Centers enable Heber to maintain a small town feel by focusing new growth into distinct areas rather than dispersing growth across our City's surrounding open lands. Centers focus activities, providing a home base for visitors and a "living room" for residents.

Principles:

Downtown, Heber's historic center, will develop into an even stronger center and remain the heart of the community. Main Street, together with surrounding blocks, is a local and regional destination.

1. Heber preserves, enhances, and improves access to its valued places and buildings on Main Street.
2. Heber improves pedestrian and bike accessibility, parking, and traffic conditions along Main Street.

Shared Values

Heber City residents share common values that will guide our growth:

- We value our people and the friendly, caring atmosphere that we create together.
- We value maintaining a small town feel even as we grow.
- We value an outdoor lifestyle and recreational opportunities, with the ability to access and enjoy the lands that surround us.
- We value the beauty of our mountain valley setting.
- We value a thriving downtown, the heart of our City.
- We value proactive planning to realize the future we envision.



3. Underused spaces are reimagined into significant new places to work, live and enjoy time together.
4. Downtown is a regional destination for annual gatherings and traditions that Heber residents and visitors enjoy.

New centers will be strategically located, connected to each other and the greater community, and offer walkable access to amenities and day-to-day needs.

1. New centers should encourage many distinct features: outdoor gathering spaces; parks and plazas, schools; community centers; a mix of shopping, restaurants, offices; as well as a variety of housing choices, including more affordable options.

Open Space & Rural Character

Heber City draws a clear distinction between what is city and what is country, maintaining a distinct city that is surrounded by open land, valuable for



its beauty, ecology and agricultural function.

Principles:

1. Heber actively works with neighboring communities and Wasatch County on strategies to implement the permanent protection of farmlands, natural open spaces, and rural character, to keep the distinct separation between communities.
2. Heber City will work with the County and surrounding communities to create permanent farm and mountain land protection through such mechanisms as conservation easements and partnerships.
3. Heber actively clusters development to focus growth and protect remaining open land from dispersed development.

Outdoor Recreation, Parks & Trails

For Heber residents, outdoor recreation is a lifestyle and a passion. Both new and existing homes should have walking access to parks, trails and other outdoor amenities.

Principles:

1. Trails connect residents to other neighborhoods, downtown and new centers.
2. Trails provide access to the City's beautiful setting, including nearby canyons, mountains, lakes and the Provo River.
3. All neighborhoods have access to a park

within walking distance, whether it be a neighborhood park or a regional recreation facility.

4. In general, recreational opportunities are diverse, well-maintained and accessible.
5. Heber City meets its current and future park system needs through obtaining lands and trail corridors for a connected system of parks and trails.

Mobility and Streetscapes

Heber's streets are safe and inviting for all travel modes, including pedestrian, bike, car and bus.

1. Heber emphasizes walkable streets that are comfortable and inviting for people walking and biking.
2. As Heber grows it continues using a well-connected street network system, similar to the historic pioneer grid.
3. Heber maintains a system of bike routes around town, with access to desired destinations, and collaborates with neighboring communities on regional bike routes.



- 4. Heber works with neighboring communities and the County on a bus system to connect our City with surrounding cities and nearby regional centers, including Salt Lake, Park City and Provo/Orem.

Jobs and Economic Development

Heber’s economic vitality enables most residents to work in town if they choose. The City attracts and partners with employers in key industry sectors to locate downtown, in new town centers and in the business center on the south end of downtown.

Principles:

- 1. Heber fosters an environment that supports local business.
- 2. Heber supports and grows its emerging recreation and tourism industry, as well as opportunities in technology, research and development, professional/office, medicine/ healthcare and light manufacturing.
- 3. Heber continues to support its historic economic status as a support center for

“The future is not some place we’re going to, but a place we are creating. The paths to it are not found, they are made.”
–Jane Garvey

What is Envision Heber 2050?

Heber City’s visioning process, Envision 2050, was a grassroots up conversation about the future of the City. It provided an opportunity for Heber City residents to explore issues surrounding Heber’s future and, in that context, imagine together the future they want to create. The process identified what residents need to preserve and enhance quality of life today, but also the quality of life of the City’s children and grandchildren. Finally, the process laid the foundation for the development of this general plan, which represents a road map to the future envisioned by the public. Rather than diving into the general plan update, the visioning process provided the space to ask, “What do people want and how will our city provide it?” before moving directly to strategies, which are embodied in the general plan. The vision and principles on preceding pages are the result of the Envision 2050 process.

Vision Process Goals

- 1. Identify, honor and address values and “big ideas/issues.”
- 2. Create a vision statement and principles to the guide general plan and to be a standard to weigh current and future decisions against.

Even a minor course adjustment can have significant long-term impact. Visioning helped residents and leaders take a 30,000 foot view of Heber and to look out a few decades. It may seem hard to see the effect of a visioning process when so much is happening in our community in the present time. However, like a rudder that turns a ship, even small adjustments, while they may not seem to make much difference initially, over the long term make a giant impact on where a ship ends up. The

A Public Stakeholder Process

The process included a large steering committee of residents and community leaders—a diverse group of people with varied ideas but with a commitment to a public process and the greater good of Heber City. The steering committee met regularly, ensuring the visioning process would:

- 1. Provide research and information to the public both in person and online;
- 2. Seek broad public input through a variety of events and online opportunities;
- 3. Build the vision directly from public input;

4. Use transparent methods throughout, so the nexus between what the public input and the resulting vision was clear; and
5. Build momentum for implementation as residents and City leaders had conversations together and built trust.

The steering committee reviewed all feedback from the public and used it throughout the process as it worked alongside City leaders and consultants to create options for further public consideration as well as the final vision and principles.

Envision Heber's website, EnvisionHeber.com, provided transparency throughout the process, supplying project updates, breaking news and project progress, while also providing ways for people to share their ideas through several online surveys. Combined with in person events, the website delivered a locally unprecedented level of transparency and public outreach so that citizens could easily understand and trust the process.

A Scenarios Process

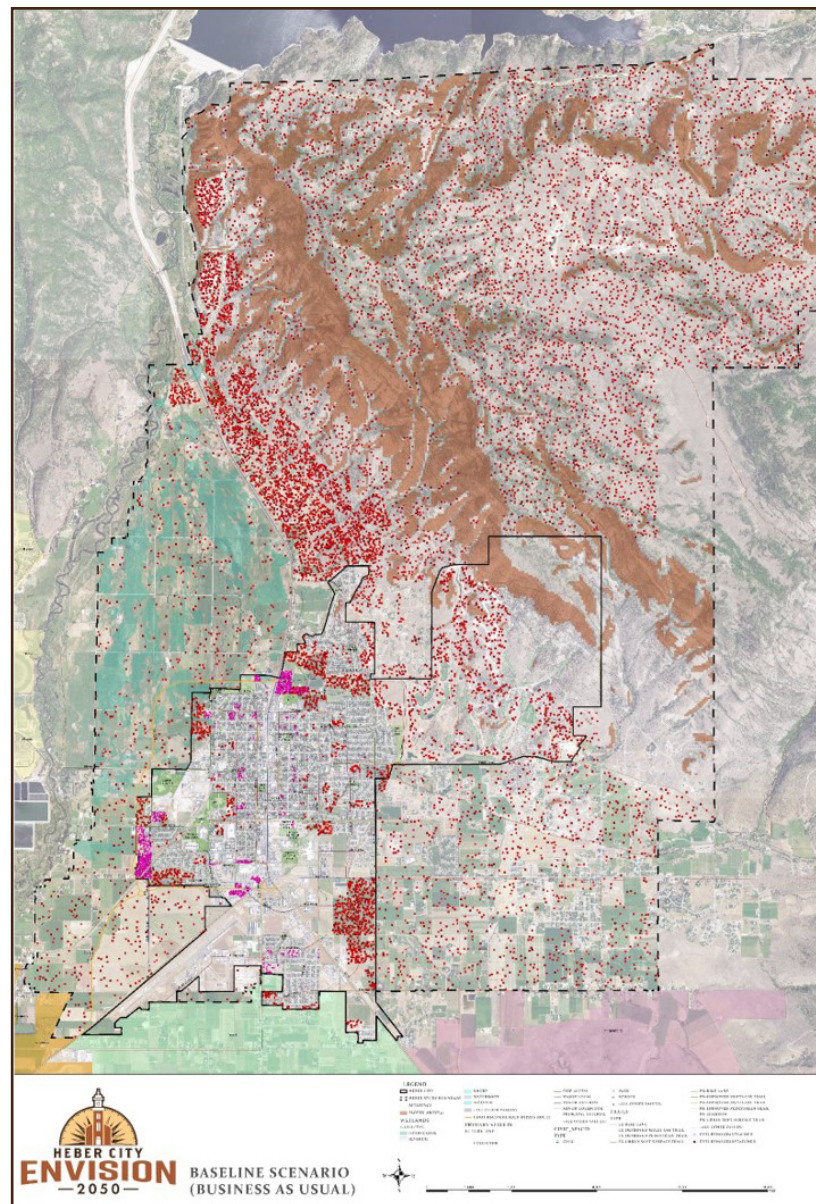
While the visioning process was a public process, it was also a scenarios process, which built a range of potential futures based on various conventional trends (trend scenario) and the public's ideas (alternative scenarios) and compared them, to explore the long-term consequences of the choices they could make today. Ideas from

citizens shaped the scenarios, and feedback on those scenarios shaped the vision. The visioning process enabled residents to identify the best options while acknowledging the reality of growth.

How Will Heber Grow?

Heber City's 2050 baseline projection (at right) is a picture of what growth might look like in 2050 if we simply follow existing zoning and grow in the patterns we have in the recent past. This scenario contains 12,900 new households, which includes the state's 2050 projection for Heber City, while also capturing approved units outside the City but in the vision study area. Will Heber add 12,900 households to the vision study area by 2050? We don't know. We might by 2040, or by 2060—we just know that

In this image, recent growth trends are projected out to 2050. Each red or pink dot represents a new household. If we follow recent trends, our future includes a dispersed pattern of growth.



we are likely to grow a lot, and it will be helpful to identify the growth patterns Heber residents prefer, so that when more growth comes, the City will be well prepared. The baseline projection is helpful because it shows our likely growth pattern if Heber follows recent trends. We can ask proactively, *“Is this how we want to grow? What does this growth pattern mean for community identity? Jobs? Recreational opportunity? Rural atmosphere and agricultural heritage? Housing affordability? Downtown?”* In contrast to the 2050 baseline projection, which simply carries current trend forward, a vision scenario charts a deliberate course toward a future that residents want.

Public Meetings and Online Feedback

First Public Workshop (March 2019) and Online Survey

Heber residents participated in a public workshop to explore Heber’s context of growth and brainstorm options for the City’s future. Residents were asked, *“What do you value?”* They added dozens of sticky notes to posters, answering questions about what they cared most about. A second activity at the workshop asked people to

imagine Heber’s future in 2050, and to answer the following questions through a mapping exercise:

- *As we grow, what do we need to hold on to?*
- *How shall we accommodate anticipated growth?*

Tables of residents created 25 maps identifying how the City should accommodate and plan for growth while preserving and enhancing quality of life. Together, these activities enabled residents to identify what matters most to them and to voice preferences in the context of both their values and the reality of growth. Workshop presentations and a companion survey were also available online.



Thousands of Heber Citizens Helped Create the Vision

- 3 = public meetings
- 2 = mailers to every household
- Lots! = print/radio presence
- 23,324 = social media reach
- 2,500 = unique visitors to website
- 1200+ survey responses



What do Heber Residents Value?

In addition to basic values, there were also a number of big ideas that rose to the top after hearing from residents at the workshop and reviewing online feedback. Six big ideas were identified:

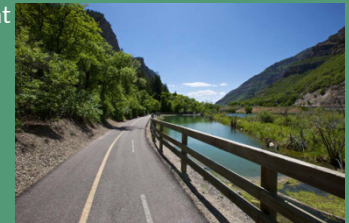
1. Open Space/Rural Character Preservation

The desire to preserve open space and Heber's rural character is not a new idea, but it was a loud and clear message, especially in regard to the North Fields. As the City and its residents contemplate open space preservation, they will need to acknowledge that property owners possess a "bundle of rights" that run with the land, including development rights, based on their zoning classification. Permanent open space preservation involves employing many strategies, including moving development rights and building them elsewhere, selling development rights, exchanging open spaces, conservation easements, zoning for large agricultural parcels, etc. Many of those strategies require both a voluntary seller and a funding source, likely a public one.



2. Trails

Heber residents want to connect their neighborhoods with the mountains and lakes that surround them. They imagine



continuing the Provo River Parkway up the canyon and into the valley (connecting Deer Creek Reservoir and Jordanelle Reservoir), accessing the mountains, and connecting priority destinations, including new centers.

3. Centers

A center combines the ability to live, work, learn and play all in one walkable place.



This idea is similar to historic town development, in which most places, including homes, shops, workplaces and schools, were connected to one another with a series of walkable streets. New centers were identified as important to future development.

4. Downtown Enhancement (Preservation and Redevelopment)

There is significant interest in enhancing Heber's



historic center, downtown. One concept embodied in this idea is preserving and restoring the spaces and buildings

downtown that make Heber, Heber. The second concept is reimagining spaces that are underused. Most newer retail spaces turn over every 25 years or so. As these spaces do so, there is opportunity to revitalize downtown. Adjacent mixed use is also embraced.

5. Neighborhoods with Open Space



Heber residents want to build subdivisions that include a variety of homes as well as significant open space amenities—a

neighborhood a park, tree-lined streets or trails, maybe a community garden. They also explored neighborhoods that are mostly open space, with larger acreage reserved for farming, recreation, or shared equestrian facilities, with homes clustered onto a small amount of the land.

6. Small Town Character (Even as We Grow)

Heber residents want to maintain a small town feel even as the City grows. The following encourages small town feel:

- **Separation:** open lands surround the town, so it remains distinct from nearby communities
- **Downtown:** a distinct and vibrant place, the destination and commercial center of a community
- **Building heights:** building heights encourage a vibrant downtown with enough stories to promote a strong economy without feeling like a big city
- **Unique character:** preserve historic architecture; support local businesses
- **Gatherings/gathering places:** city residents gather and celebrate together at more regular traditional annual events
- **Village/neighborhood component:** residents live in neighborhoods or villages that enable them to see the people they know more often



Second Public Open House (May 2019)

The maps created by workshop participants and online survey feedback were used as the basis for alternative scenario development. The scenarios created from public feedback explored different ways Heber could grow, in contrast to the trend scenario. At an open house and online, residents reviewed the scenarios to identify the components of each scenario they preferred and didn't prefer.



The Numbers: Survey Results

Preferred approach to community life?

79%....prefer centers, either smaller town centers or larger destination centers over conventional subdivisions.

Preferred approach for new development? There's a lot of interest in new neighborhood forms over conventional subdivisions.

46%: Neighborhoods with open space

44%: Rural residential clusters

9%: Conventional subdivisions

Best approach for affordable housing?

75%: Blend it in [*Blend compact single family, townhomes, apartment homes into neighborhoods (38%) or centers (37%).*]

25%: Isolate it [*Edges of town or along Hwy 40*]

Streets: preferred emphasis?

85%: Walkable streets with sidewalks and street trees, with buildings lining the streets and parking to the side or behind buildings

Level of support for a bus system?

84%: Support [Fully support (59%) or somewhat support (25%)]

Trail you're most excited about?

66%: Lake-to-lake (*Connect Jordanelle and Deer Creek via Provo River*)

Preferred approach to economic development?

68%: Attract more/substantially more family-sustaining jobs

33%: Remain a bedroom community

Industries most important to Heber's future? (Top 3)

- Recreation and tourism
- Agriculture
- Tech/research & development

Preferred approach to conserving the North Fields?

Almost half want to permanently protect the North Fields by purchasing land or development rights, and there's a lot of support for maintaining 20-acre zoning.

Approach to conserving the Jordanelle Mountains?

77%: In addition to precluding development on steep slopes, significant open space is permanently preserved by clustering development in town centers

Components that best define "small town"

1. Unique character
2. Separation (open space between communities)
3. Gatherings/gathering places

% that prefer scenarios C/D, featuring centers & open space, to address the following values and goals:

78%: small town feel

78%: goals for open space

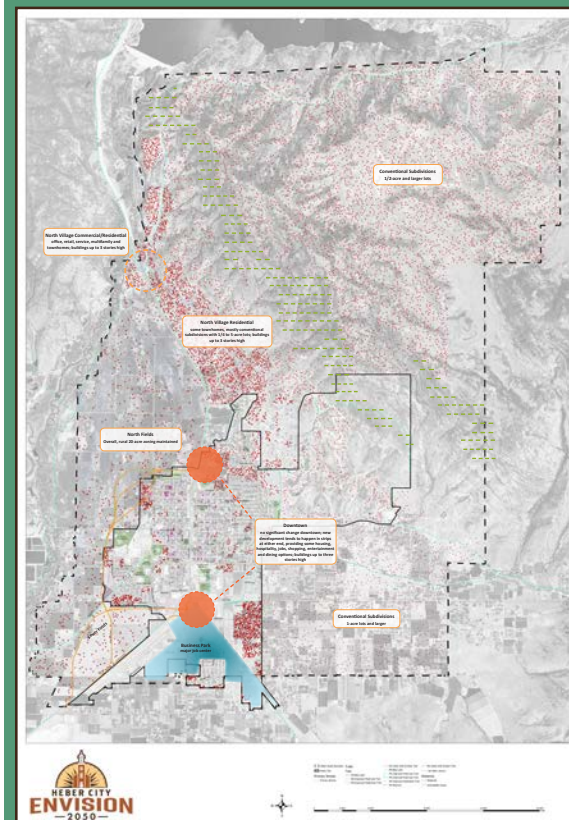
77%: goals for preserving views & scenic beauty

79%: fosters a friendly atmosphere

76%: overall preferred scenario

79%: best addresses needs of future residents

Trend Scenario



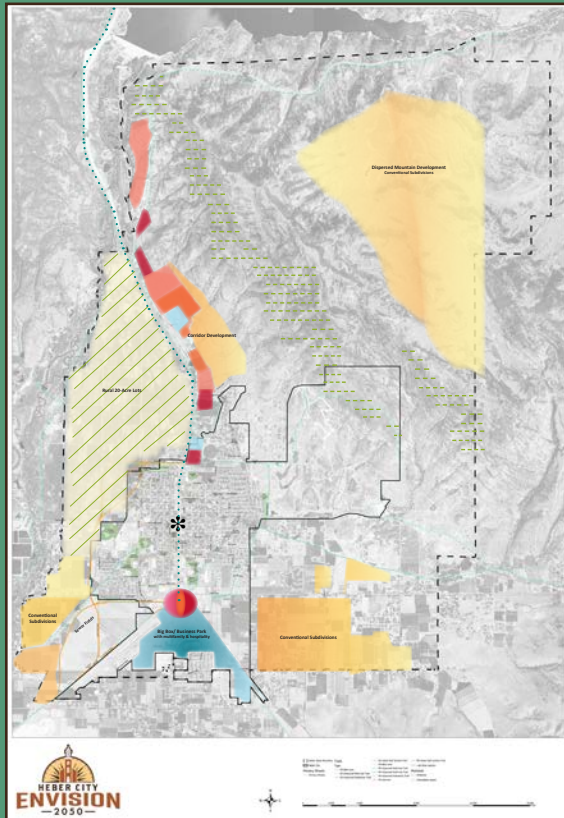
Scenario A:

Bedroom Community (Baseline Projection)

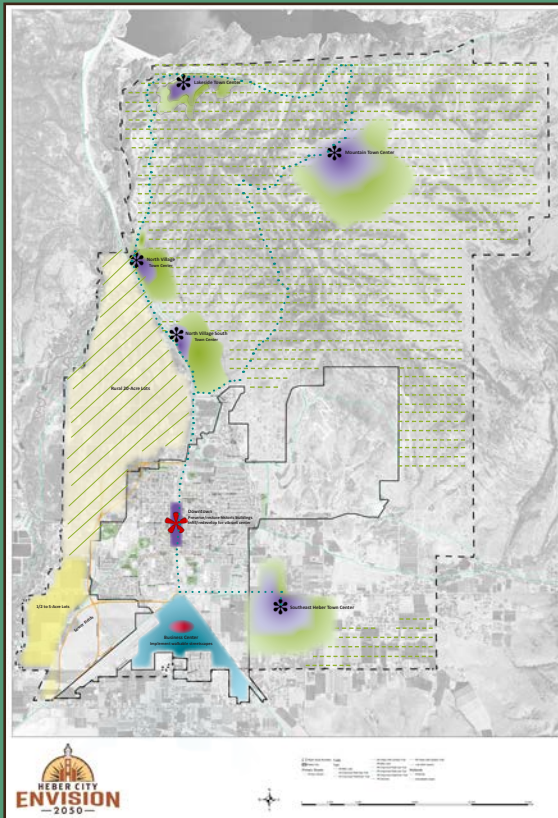
Public Preferences: What Did We Learn?

Overall, 76% of residents preferred Scenario C or Scenario D, with only 24% preferring the

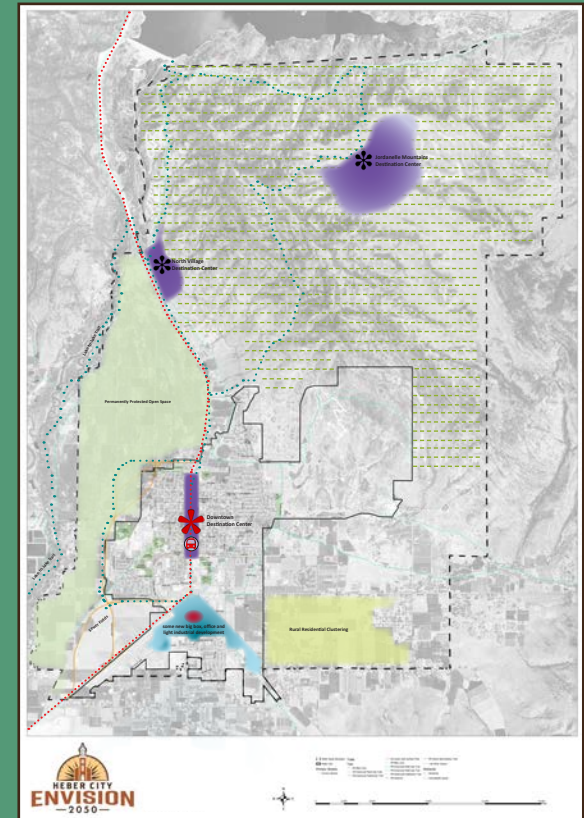
Scenarios Created with Ideas from the Public



Scenario B:
Corridor Focus



Scenario C:
Town Centers with Neighborhood Open Space



Scenario D:
Destination Centers with Rural Open Space

Scenario A or Scenario B. Scenarios C and D explored variations of the “big ideas” that came from the public at the initial public workshop, whereas Scenario A simply projected trend, and Scenario B was judged by many residents not to

be much different than Scenario A, though it did capture the feedback from some residents at the public workshop. Clearly, Heber residents want a future that is much different than a projection of recent trends. Heber residents embrace a future

that preserves its open lands and creates vibrant centers for living and working.

Public Vision Celebration

The steering committee, City leaders and consultants used feedback from the public's review of alternative growth scenarios to create a vision (see the vision and principles at the beginning of this chapter) that represents Heber's values and hopes for the future.

This vision was warmly received and celebrated at a final open house in August 2019. As with each step in the process, the website provided a complete summary of the process and its findings, as well as the vision itself. Heber City's vision represents a collective effort of hundreds of citizens over many months to identify how they would like to grow between now and 2050. It's inspiring to see the common ground among Heber's residents, and to know the City's future direction!

The vision map depicts one plausible way the vision principles listed at the beginning of this chapter could be applied between now and 2050. It features significant open space preservation; a vibrant downtown, town centers and business center; neighborhoods with open space; rural residential clusters; trails; and bus



Heber City Vision Map

This map illustrates one plausible way the vision principles could be applied between now and 2050.

VISION

Heber City is nestled in a green valley, brimming with historic agricultural uses, the beautiful Provo River, and unmatched views of the Wasatch Mountains. Our residents value this beautiful and unique setting and are committed to preserving its character while growing and nurturing our city. Together, we desire to:

- preserve the beautiful open lands that surround us;
- create friendly neighborhoods and centers that focus homes, jobs, shopping, and recreation into places where we gather and interact regularly;
- enhance and strengthen downtown—the heart of our community; and
- grow, promote and diversify our recreational opportunities.

By focusing our growth in specific areas, we foster a vibrant community and a quiet countryside—a place residents and visitors alike will enjoy for generations to come.

Town Centers:

Overall Character: walkable streets with sidewalks, street trees and outdoor gathering areas; buildings front the street with parking on street or behind buildings

Destination Downtown: While preserving/restoring historic buildings, downtown sees significant infill and redevelopment, which provides housing, jobs, shopping, entertainment, dining options, and hospitality/hotel. Buildings may feature lower level retail or commercial and upper level offices, housing and hotel rooms. Downtown is a major center for housing and quality jobs.

North Village: The village features day-to-day services and shopping, hospitality and recreation amenities; center includes clustered, walkable neighborhoods with housing in a range of densities, lot sizes and types.

Jordanville Town Centers: Mountain destination centers with day-to-day services and shopping as well as recreation amenities; center includes housing in a range of densities, lot sizes and types.

Walkable Business & Light Manufacturing / Town Center

Job center south of downtown with hospitality, office, R&D/light industrial, and some big box built to front attractive, walkable streetscapes, buildings up to three stories high. Also includes town center amenities and living, nearby neighborhoods with open space.

Neighborhoods with Open Space:

Subdivisions that typically include flexible lot sizes, a mixture of housing types, and open space, including a prominent park, tree-lined sidewalks or trails and, perhaps, a community garden or small plot farm, equestrian facility, or other common open space use.

Character: emphasizes common open space with generally smaller backyards, likely to walk to recreational amenities and to town centers for to day-to-day needs

Rural Residential Cluster

New rural residential clusters feature housing on about 25% of lands, while permanently preserving approximately 75% as open space, which could be used for farming, shared equestrian facilities, etc.

Open Space Preservation:

North and South Fields are permanently protected. Land or development rights are purchased, and conservation easements are placed, precluding future development.

Mountains: Ridgelines, slopes, canyons and portions of mountain valleys are preserved through zoning, which precludes development on slopes over 30%, and clustering of development into centers.

Trails: emphasis on long, linear trails, including a lake-to-lake trail along the Provo River

Bus Service: runs between Park City, Heber, and Provo; transit hub in downtown Heber

more intense
(some buildings 3-5 stories)



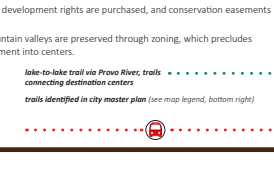
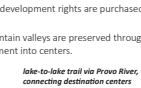
less intense
(townhomes, small lot single family)



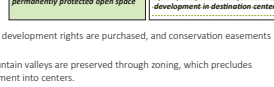
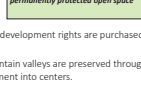
more intense
(up to 1/10 acre lots)



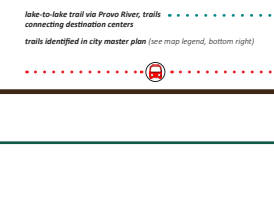
less intense
(up to 1/2 acre lots)



approximately 75% preserved open space, 25% housing



permanently protected open space



lake-to-lake trail via Provo River; trails connecting destination centers

trails identified in city master plan (see map legend, bottom right)

lake-to-lake trail via Provo River; trails connecting destination centers

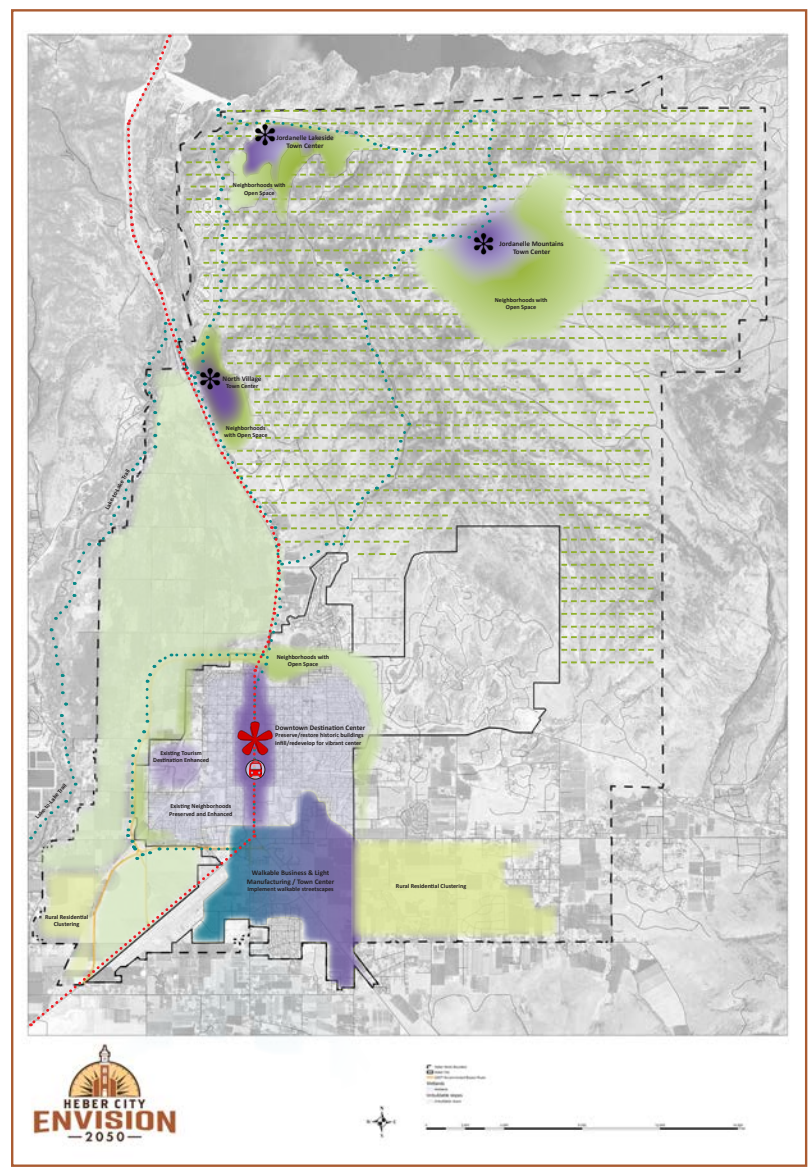
trails identified in city master plan (see map legend, bottom right)

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trails identified in city master plan (see map legend, bottom right)

lake-to-lake trail via Provo River; trails connecting destination centers

trails identified in city master plan (see map legend, bottom right)





A Vision for Central Heber

In 2023 Heber City updated its vision to include a detailed vision for Central Heber, which includes the Downtown District blocks near Main Street, the Central Neighborhoods in the City's core, and the Recreation and Arts District on the west side of town and encompassing the Heber Valley Railroad depot area.

The Central Heber visioning process engaged hundreds of residents, business leaders, and other stakeholders in a variety of meetings, activities and events. Stakeholders guided the process, meeting six times over the course of the process. Six public meetings to enabled people to brainstorm possibilities through mapping and online surveys, evaluate scenarios through keypad polling and poster sessions, and come together at a final vision celebration. The vision and general recommendations from that process appear below. A large poster, pictured on the following page, provides detailed maps, recommendations, and illustrations, and is best viewed at envisionheber.com.

Central Heber's Vision

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents

and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

General Recommendations

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new arts, recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

The Central Heber Vision poster includes detailed maps, recommendations, and illustrations, and is best viewed at envisionheber.com.

CENTRAL HEBER VISION

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

GENERAL RECOMMENDATIONS

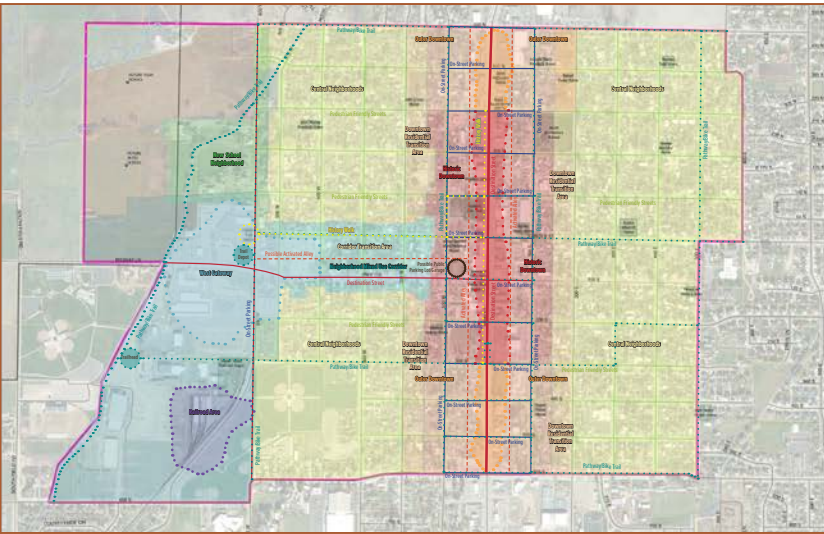
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8. Provide a small neighborhood dining/shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric.

THE RECREATION & ARTS DISTRICT

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting the arts and recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional arts, recreation, and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

WEST GATEWAY | NEW SCHOOL NEIGHBORHOOD | RAILROAD AREA
Character
An activation district located at the Downtown area with supporting local arts and recreational activities and unique recreational destination parks.
Focus
Recreation and recreational lifestyle, arts
Features
Flex space flexible center and gathering area, trails including Spring Creek, Coal Trail, and others, and a trail system with bike rental and repair, potential shuttle to Main Street, pedestrian and bike friendly features along 600 West from the West Gateway to the Railroad Area.
Planning
Mixed-use, recreation, outdoor dining area, street trees, plaza space, the public square, bike paths, activity centers, art installations, galleries, creative workshops
Use Mix
West Gateway
Recreation & Lifestyle, housing in mixed use buildings with ground floor commercial
Civic cultural assembly performance and/or museum
Retail/restaurant/office neighborhood retail/restaurant, neighborhood service, office space floor commercial/retail
Open Space
active plaza, pocket park, commemorative garden
Parking on street public parking, on-street, private parking lots
Railroad Area
Retail/restaurant/office neighborhood retail/restaurant, neighborhood service, office
Parking on street public parking, on-street, private parking lots
New School Neighborhood
Residential, missing middle, multifamily
Open Space neighborhood park
Building Height
West Gateway
Up to four stories
Step-backs required for buildings over three stories
Encourage active building envelopes (e.g., window variations, building modulation, attached features, corner cuts)
Railroad Area
Up to two stories
New School Neighborhood
Up to three stories
Visual
Style: classic materials and textures, modern/contemporary
Patterned building materials, brick, modern/contemporary siding, landscaping, features
Design standards ensuring visual commercial features (e.g., storefronts), but with flexibility for the variety of design (e.g., materiality)



DEFINITIONS
Activated Alley primarily a pedestrian space with extra wide sidewalk or shared pathway, street trees, and landscaping/lighting/open space.
Destination Street a pedestrian-friendly street with extra wide sidewalks, street trees, landscaping/open space, and on-street parking.
Missing Middle housing a range of house-size buildings with multiple units—essentially in size and form with detached single-family homes that provide housing for middle-income households. Examples include town homes and rowhouse homes.
Recreation-Friendly Street a street that has conditions for people with wide sidewalks, street trees, and on-street parking.
Workforce Housing a type of home that can be people affordable, safe, and comfortable living spaces for workers and their households. Examples include multiple or stacked housing (apartment or rowing).



CENTRAL NEIGHBORHOODS DISTRICT

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The 100 South corridor between 600 West and Main includes new missing middle housing and neighborhood retail, restaurants, and services.

CENTRAL NEIGHBORHOODS & MIXED USE CORRIDOR

Character
Quiet, pedestrian-friendly streets with a range of home built across decades, supported by neighborhood center that includes additional housing options and commercial neighborhood retail, restaurants, and services.
Focus
Residential, with some neighborhood retail and commercial along 100 South
Features
Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley plot project between 100 South and Center Street, historic walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced
Use Mix
Open Space pocket park/public plaza, open space for local business
Central Transition Area (area between mixed use corridor and neighborhood)
Residential, missing middle, single family
Building Height
Up to three stories
Open Space neighborhood park

Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots
Neighborhood Mixed Use Corridor
Residential & lifestyle, missing middle multifamily, retail
Neighborhood retail/restaurant, neighborhood service, office floor commercial/retail
Open Space
pocket park/public plaza, open space for local business
Central Transition Area (area between mixed use corridor and neighborhood)
Residential, missing middle, single family
Building Height
Up to three stories
Open Space neighborhood park



THE DOWNTOWN DISTRICT

Downtown is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Downtown (300 North to 300 South) features the richest suite of options for people to return to again and again, with restaurants and shops to invite public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bounding Main provide quieter spaces for shopping and dining. Outer Downtown (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Downtown. The District as a whole features Downtown destination branding and beautification.

HISTORIC DOWNTOWN | OUTER DOWNTOWN | DOWNTOWN RESIDENTIAL TRANSITION AREA
Historic Downtown - 300 North to 300 South (Outer Downtown - north of 300 North and south of 300 South)
Character
Highly active destination downtown featuring historic architecture, shopping opportunities, historic architecture in historic Downtown District and historic Downtown Area
Residential architecture in outer Main
Focus
Main focus on business and housing that supports shopping/dining/playing/gathering/working near Civic Center Block, and Public Safety Block provide active public space for gathering
Features
Main Street, on street parking district wide, alley plot project behind Main Street for a quiet destination experience. Historic walk on Main Street with a major feature at Civic Center Block, public square, historic buildings and plaza, pedestrian, active destination public space at Civic Center Block, Civic Center Block, and Public Safety Block
Planning
Residential, recreation, outdoor dining area, street trees, plaza space, the public square, bike paths, activity centers, art installations, galleries, creative workshops
Activity Spaces to Consider
Shopping district, corner market, rock climbing wall/indoor, food truck court, food hall, entertainment amphitheater, fitness studio, water feature
Use Mix
Historic Downtown & Outer Downtown
Residential & Lifestyle, missing middle/multifamily, hotel
Civic
Retail/restaurant/office neighborhood retail/restaurant, neighborhood service, office
Open Space destination park/public plaza
Commercial use required on Main Street along first floor located in Historic Downtown, with historic preservation element to maintain an office space area
Residential allowed on Main Street along first floor located in Outer Downtown
Downtown Residential Transition Area
Residential, single family, missing middle
Retail/restaurant/office neighborhood commercial/retail as a conditional use in Residential Transition Area and west of Historic Downtown
Accessory uses: home-based business, attached/condo accessory dwelling units, Open Space pocket park/public plaza
Parking
Striped on street public parking district wide, private parking lots/garages but not housing Main Street in Historic Downtown area, public parking lot/public parking garage possible a future phase
Building Height
Up to three stories allowed in Historic Downtown, with step-backs up to four stories allowed
Up to four stories allowed in Outer Downtown with step-backs for buildings over three stories up to five stories allowed if incorporating additional design features and affordable housing (e.g., ground floor)
Step-backs required for buildings over three stories on Main Street
Step-backs required for buildings over two stories adjacent to publicly owned historic places
Building height transition required, building in Historic Downtown on 100 West/100 East transition limited to three stories at or less in Residential Transition Area and west of Historic Downtown limited to two stories or less
Residential height differentiating building by a smaller variation
Building modulation, attached features, corner cutouts
Visual Presentation
Style: mix of existing historic and new modern and traditional
Patterned building materials, brick, concrete, glass, stone, rock
Applied building design standard for historic commercial/residential
Historic/Downtown commercial/residential (e.g., storefronts), but with flexibility for a mix of styles, especially in Outer Downtown
Historic/Downtown: increase building design standards, and encourage a greater number of glass-fronted building features





3: FUTURE LAND USE



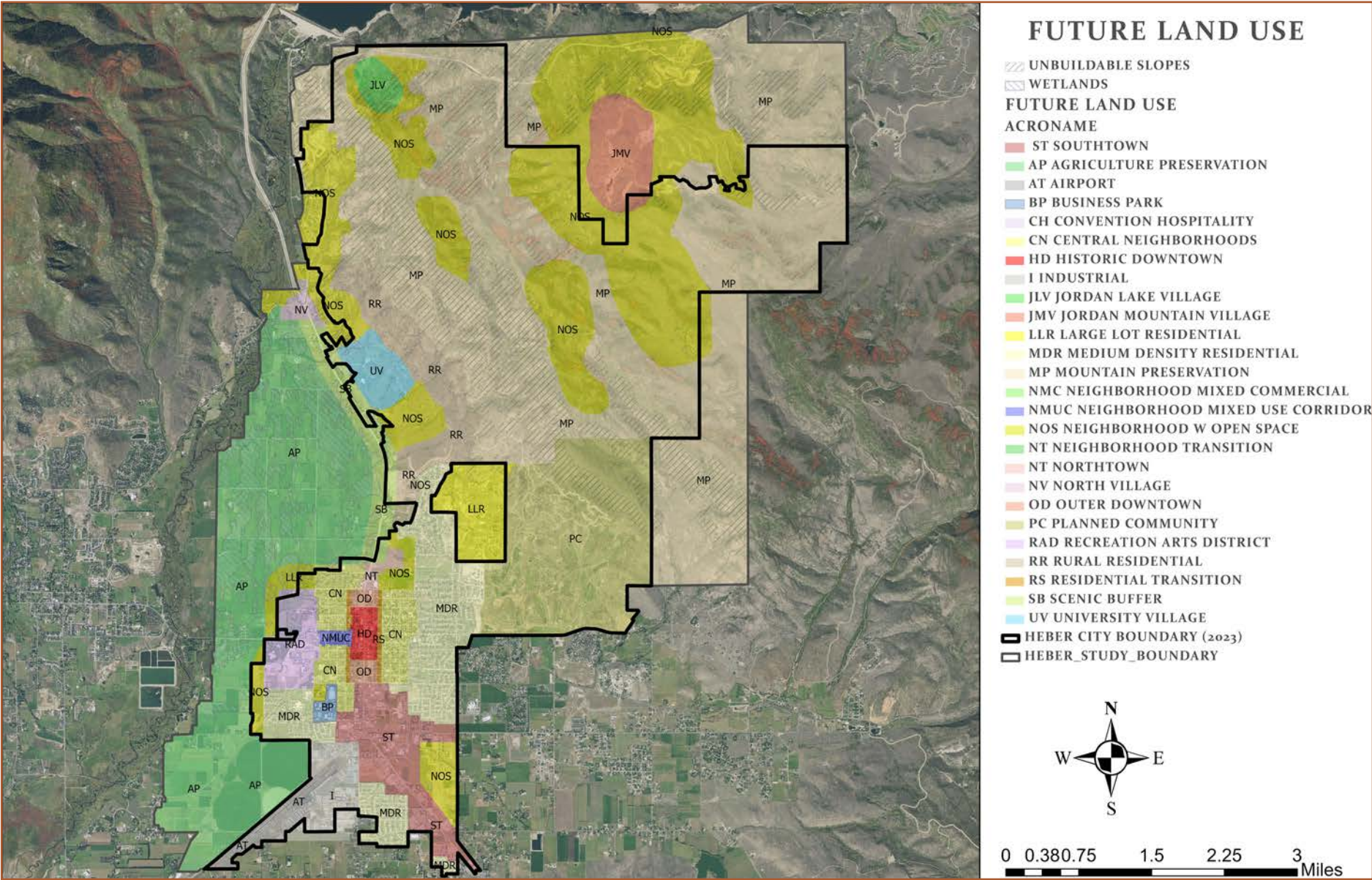
Future Land Use Map and Definitions

Heber's spectacular setting makes creating a future land use plan that embraces the vision for Heber particularly important. The design and patterns within new development areas are expected to follow the guidelines described in this general plan, which will be translated into updated ordinances. This chapter provides direction and guidance for future decisions to expand, modify or rehabilitate City infrastructure. It suggests where prudent public and private investments should be placed. It illustrates the future land uses that the City will support.

This chapter is comprised of a Future Land Use map which identifies various land uses that the City believes are consistent with the vision for Heber. Land uses are divided into categories which are identified on following the map. The edges or lines for each land use category on the map are not meant to be precise. Future land use

maps in general plans are purposely intended to be "general" and do not strictly follow property lines like a zoning map. They are a guide to the future land uses that the City has determined help achieve the City's vision.

Since the intent of the map is to guide with flexibility, future zone changes should generally conform to the land use districts described in this chapter. There can be discussions of "intent" and "general conformity" when there are situations where a proposal under consideration follows the City's vision and principles but where exact adherence to the map suggests a different outcome. The Planning Commission and City Council have discretion in applying the concepts found in this plan.



Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Central Neighborhoods (CN)	Primary: SFDs on smaller lots, duplexes, triplexes, flexible infill Secondary: detached and attached ADUs, flag lots, home based businesses	3-8 units per acre 1-3 story height	A neighborhood emphasizing current residential pattern. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly. Historic structures and homes enhanced.
	Neighborhood Mixed Use Corridor (Frontages of Center Street and 100 South from 150 West to 600 West) (NMUC)	Primary: A mix of residential, missing middle housing, hospitality, retail, restaurant, office	3-12 units per acre 1-3 story height	Single family in scale (e.g. mansion homes, townhomes), transition area to central neighborhoods, historic structures and homes enhanced, possible activated alley, history walk, bicycle and pedestrian friendly.
	Historic Downtown (300 South to 300 North, 200 East to 200 West) (HD)	A mixed residential and commercial town center with historical architecture and active open spaces	Up to 4 story heights with step backs (interior block locations encouraged) Consider 2 story minimum height	Small business storefronts with historic architectural elements on first floors along Main Street. Interior block commercial/office uses blending with higher density residential. Includes on-street parking and bike accommodations, parking structures, and shared parking. Emphasis on historic beautification, placemaking, plazas, parks, historic walk, and activated alley.
	Outer Downtown (300 South to 600 South; 300 North to 500 North; 150 East to 150 West) (OD)	A mixed residential and commercial area supportive of historic downtown	Up to 5 story heights with affordable housing and additional design features	Gateway to Historic Downtown with mixed use blocks. Streets to include on-street parking and bike accommodations.
	Residential Transition Area (150 West to 200 West and 150 East to 200 East; generally 500 North to 600 South) (RT)	Single family and missing middle housing, retail, restaurant, office, neighborhood commercial, home based business, attached/detached ADUs, pocket parks and plazas	1-2 story height	Mixed use transition area to central neighborhoods. Streets to include on-street parking and bike accommodations.

Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Recreation and Arts District (RAD)	A recreation/arts mixed use center including residential, missing middle, hospitality, retail, restaurants, outdoor recreation, tourism, office, craftsman industrial, civic, educational uses.	1-4 story height (West Gateway) 1-2 story height (Railroad Area) 1-3 story height (New School)	Recreation and arts-oriented feel that highlights the railroad and recreational amenities and trails. New School a key area for multifamily/missing middle.
	Jordanelle Mountain Village (JMV)	Primary: commercial and service uses intended to reduce trip generation to other town centers Neighborhoods: low, medium and higher density residential areas on slopes less than 30%, clustering options, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 3-4 story heights in mixed use village 1 to 14 units per acre in residential areas adjacent to centers	A mixed use town center intended to serve the significant population on the upper mountain area, characterized by Mountain Modern architecture and mixed uses that include gathering spaces. Natural lands are preserved. Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas, schools.
	Jordanelle Lake Village (JLV)	Primary: hospitality, mixed uses, service and commercial uses Secondary: medium to higher density residential, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 4 story heights in the town center	A mixed use town center with adjacent neighborhoods to serve the region's growing recreation/tourism industry, characterized by Mountain Modern architecture and mixed uses that include gathering spaces. Development blends into the slopes, and natural lands are preserved. Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas.
	North Village (NV)	Primary: hospitality and commercial/retail uses, higher density residential adjacent to the southern two quadrants at the intersection. Offices complement the town center. Secondary: SFDs, townhomes, limited multifamily complexes	14 to 30 units per acre Overall property base densities established by the North Village Overlay Zone may be transferred to the Village and adjacent NOS to create open space. Up to 4 story heights in the village center Residential clustering up to 3 stories with 4 to 20 units per acre in clustered locations	A mixed use village to serve the region's growing recreation/tourism industry and retail needs, characterized by Mountain Modern architecture and a greater range of mixed uses that include gathering spaces. Small lot, townhouse, and apartment developments, clustering, open space.

Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Utah Valley University Village	Primary: an array of uses supportive to the University, including hospitality, training centers, small retail, gathering places, mixed use, and student housing. Secondary: tech uses, affordable housing	14 to 30 units per acre Overall property base densities established by the North Village Overlay Zone may be transferred to the Village and adjacent NOS to create open space. Up to 4 story heights in the village center Residential clustering up to 3 stories with 4 to 20 units per acre in clustered locations	A mixed use village created to support the growth and desirability of the UVU campus, characterized by Mountain Modern architecture and vibrant pedestrian gathering places.
	New Neighborhoods with Open Space (NOS)	Primary: SFDs Secondary: townhomes, small lot and attached housing	3 to 20 units per acre Overall property base densities, established by the North Village Overlay Zone may be transferred to adjacent Villages to create open space. 2-3 story height limit	Small lot clusters, townhomes and open space achieved through clustering and generally located adjacent to centers
	Agricultural Preservation (AP)	Agricultural uses on large lot (20 acres), with minor residential use	1 unit per 20 acres	Dairy, grazing and grazing supportive crops with a homestead. Agricultural areas provide separation between communities.
	Mountain Preservation (MP)	Recreational uses using the preserved natural areas	1 unit per 20 acres transferred to mountain residential areas	Steep slopes over 30%, stream corridors, wetlands, areas providing separation between communities. Clustered housing with density transfers to the villages.
	Scenic buffer (SB)	Scenic highway corridors with adjacent trail systems, storm water retention and significant use setbacks	Setback minimum 150 feet from highway right of way	Natural and enhanced landscapes with trail systems adjacent to existing and proposed highways.

Future Land Use Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Rural Residential (RR)	Residential and agricultural mix in clustered patterns of development	1 to 2 units per acre; base density with clustering incentives for higher densities	Rural streetscapes with clustered housing and large open spaces in a natural, grazing, or agricultural use.
	Medium Density Residential (MDR)	Primary: single family residential uses	3 to 6 units per acre	Existing single family neighborhoods with a mix of suburban and rural street standards.
	Large Lot Residential (LLR)	Primary: single family residential uses	1 unit per five acres	Mostly existing single family neighborhoods with expansive views due to large separations between homes.
	Planned Community (PC)	Primary: large lot single family homes	1 to 2 units per acre	Existing neighborhood with significant open space and recreation uses.
	South Town Center (ST)	Primary: regional commercial/office uses, health services, light manufacturing and tech businesses Secondary: medium to high density residential	14 to 20 units per acre Up to 3 story heights	A mix of businesses catering to the regional larger scale needs of Wasatch County. Includes big box retail opportunities.
	North of Downtown Center (NT)	Primary: regional commercial/office uses, health services, incubator business complexes Secondary: medium to high density residential	14 to 20 units per acre Up to 3 story heights	A secondary regional hub.
	Business Park (BP)	Office and tech uses	NA	High quality design and architecture.
	Airport (AT)	Airport and air traffic related uses	NA	Runways, hangars, service shops and supportive commercial uses.
	Light Industrial (LI)	Manufacturing uses located generally within enclosed buildings, plus office warehouse uses	NA	Limited outdoor storage and activity; may allow for accessory apartments



4: QUALITY NEIGHBORHOODS

Quality Neighborhoods Vision

Heber City's neighborhoods **thrive** because all of them are valued for their **unique character, amenities, and context**. Residents with a range of incomes have access to great places to live, and all residential neighborhoods are **stable, attractive** options.



Guiding Principles

1. Heber City will preserve and enhance existing neighborhoods and increase their walkability.
2. Heber City's new neighborhoods will be walkable and blend a variety of housing options and shared open space amenities. New neighborhoods will be within walking distance of a center, where neighbors can gather.
3. Rural and mountain residential clusters will enable residents to live in neighborhoods where housing is focused in a smaller area, resulting in the majority of natural lands reserved for shared open space with recreational, equestrian or agricultural uses.
4. Heber will maintain its clean air and dark skies so the City is a healthy and beautiful place to live.

Existing Neighborhoods

Heber City's existing neighborhoods have provided and will continue to provide a variety of housing options and living environments for the City's residents. Options include large single family dwellings with views of the region's open lands on the edge of town; historic homes on shady, tree-lined streets in the historic core; new, smaller lot subdivisions; and a variety of townhome and apartment/condominium homes closer to the City's center and along Highway 40. As Heber grows, investments in existing neighborhoods should enhance unique neighborhood characteristics and features. In general, the City's existing neighborhoods will benefit from continued investment in existing housing stock,

During the Heber City's recent visioning process, 85% of survey respondents were supportive of working toward more walkable streets. Access to parks, trails and open space was a common theme across both new and existing neighborhoods.

context-sensitive infill, streetscape enhancements to improve walkability and better access to parks and trails.

Central Neighborhoods District

In central neighborhoods, changes to housing is typical of older neighborhoods: maintaining and enhancing existing homes, rebuilding those that owners deem are no longer satisfactory, and adding attached accessory dwelling units. Detached accessory dwellings and flag lots are allowed to provide more neighborhood housing options, but in keeping with the feel of a predominantly single family residential area. The district includes the Neighborhood Mixed Use Corridor, an area along 100 South and Center Street between 600 West and Main. It includes new missing middle housing and neighborhood retail, restaurants, and services.

Character

- Quiet, pedestrian-friendly streets with a range of homes built across decades, supported by a neighborhood corridor that includes additional housing options and convenient neighborhood retail, restaurants, and services.

Focus

- Residential, with some neighborhood retail and commercial along 100 South

What Could Heber's Central Neighborhoods Become?

Over time, the historic core could become a consistently beautiful area. Imagine tree-lined streets, upgraded homes, new architecturally pleasing housing, and a wonderful place to walk and bike, with connections to the entire City. Heber's Central Neighborhoods and Neighborhood Mixed Use Corridor could be the most desirable neighborhoods in Heber, offering a range of housing types, convenience and historic character.

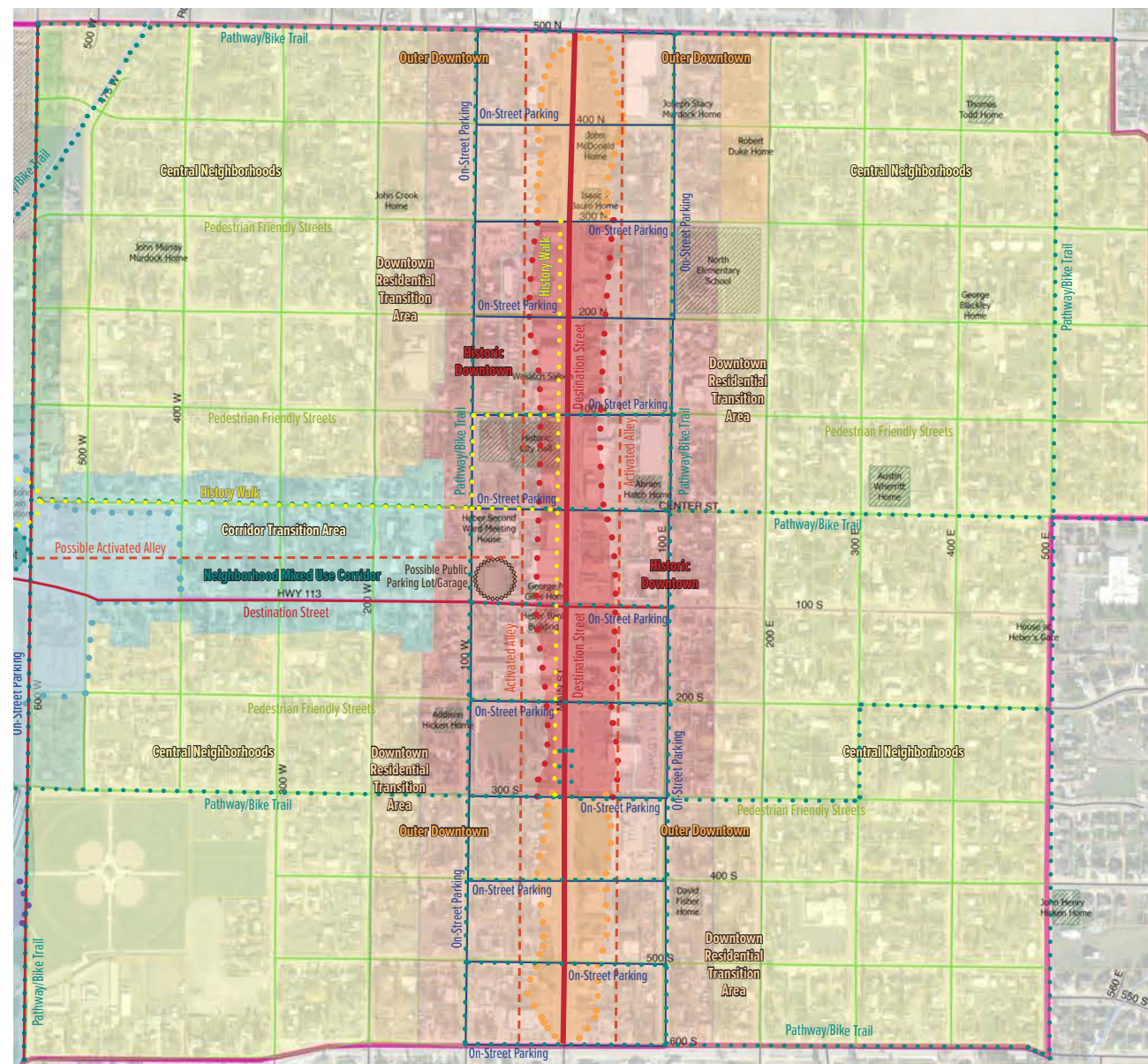


Features

- Pedestrian-friendly streets with bike network, neighborhood parks, a potential alley pilot project between 100 South and Center Street, history walk connecting the original train depot and the Civic Center Block, historic structures and homes enhanced



A photograph of the exterior of a One Stop Home & Hardware store. The building is constructed of red brick with a dark grey horizontal band across the middle. Large, multi-paned windows with black frames are prominent. A bright red door is the central entrance. Above the door, a sign reads "ONE STOP HOME & HARDWARE". To the left of the door, a red circular sign with a white "H" is visible. The building is situated on a street corner, and other brick buildings are visible in the background.



Use Mix

Central Neighborhoods

- Residential: single family
- Open Space: neighborhood park
- Accessory Uses: home-based business, attached accessory dwelling units, detached accessory dwelling units with height equal to or lower than main home height, flag lots

Neighborhood Mixed Use Corridor

- Residential & Lodging: missing middle multifamily, hotel
- Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (on commercial corners on 100 South)
- Open Space: pocket park/plaza, neighborhood park
- Parking: on-street public parking, private parking lots behind buildings

Corridor Transition Area (area between mixed use corridor and neighborhoods)

- Residential: missing middle, single family
- Open Space: pocket park/plaza, neighborhood park

Building Height

- Up to three stories

Strategies - Central Neighborhoods District

1. Consider land use changes to grow the connection between Historic Downtown the Recreation and Arts District along 100 South. Consider tourism-based businesses, and more flexible options for homeowners, such as more flexible home occupation ordinances, live/work opportunities, bed and breakfasts and other residence-based businesses.
2. Consider additional upgrades to existing zoning that promote reinvestment and infill.
3. Support improvements to existing homes. Establish and/or identify grants and/or loans for home repairs, façade improvements and efficient, attractive landscaping. Work with local business and historic groups to establish a historic home walking tour. This will encourage residents to improve and maintain their historic homes.
4. Use dark sky compliant lighting throughout the historic core.
5. Promote ordinance revisions for infill and flag lots to increase redevelopment potential, where appropriate.



What Could Streets in Central Neighborhoods Look Like?

Heber's historic core features many charming characteristics. As streets are improved, there is opportunity to retain desirable qualities and add new elements that increase beauty and safety. The image below features reduced pavement width, wide parkstrips, consistent walkways, street trees, lighting, swales with some irrigation ditches preserved, and both natural and more formal parkstrip plantings.



Where possible, Heber should retain the rural feel that Heber's open irrigation ditches convey. As the City moves toward pressurized irrigation and working irrigation ditches are slowly replaced, some streets should be designated to preserve historic ditches and retain related rural context. Since existing ditches and street-adjacent swales will accommodate storm water for the near future, a phased approach is suggested. A more detailed streetscape plan and streetscape options should be considered.

Existing Neighborhoods Outside the Historic Core

Heber residents that live in neighborhoods outside of the historic core enjoy a wide range of living opportunities, all relatively nearby the City's center. Like the historic core, as these neighborhoods age, Heber should support reinvestment to improve or enhance the quality of existing homes, encourage infill and new investment where possible, and implement context-sensitive streetscape plans that highlight the unique character of neighborhoods while improving walkability.

Strategies – Existing Neighborhoods

1. Create a citywide streetscape plan, strategy and program that explores distinct options for various neighborhoods, including older

areas of the city encompassed in the historic grid as well as options for newer existing neighborhoods and future neighborhoods. Streetscape improvements include sidewalks, trails, street tree planting, street parking and setbacks. (see Chapter 8, Mobility and Streetscape for more detail)

2. Enhance park access from existing neighborhoods. Add trail connections and new parks. Look for opportunities to consolidate stormwater detention in multi-purpose ponds that can also be used for recreation. (see Chapter 7, Open Space, Parks and Trails for more detail)

New Streets in the Mountains

While most of Heber's new streets will be in traditional neighborhoods and can implement ideas from the historic core image at left, some streets will be "collector" in nature, moving traffic between new and existing centers. These streets provide enjoyable travel through open spaces, whether driving a car or walking/biking on the adjacent trail. These streets feature narrow pavement width with right turn lanes, swales and off-street trails.



New Neighborhoods and Rural Clusters

Heber City embraces a range of new neighborhood options designed to provide a variety of beautiful, comfortable, convenient and safe places for all of its residents to live their lives.

New Neighborhoods with Housing Variety and Amenities

Public feedback during Heber's recent visioning process uncovered a strong desire for new neighborhood options that include both housing variety and amenities. This desire should be realized with new guidelines that enable flexibility in lot size, setbacks and housing type. This option provides for a broader range of household types—including young families, mature families and empty nesters—to live in a more diverse neighborhood setting with common open space areas for socializing and recreating.



Further, when combined with incentives, such as density increases, varied lot sizes and housing types allow developers to cluster housing to reduce the development footprint in order to establish common open space areas. This encourages higher quality design and distributes shared maintenance costs among more homeowners, keeping costs sustainable over time for each household.

The examples at right explore a more limited amount of high-quality open space over a larger percentage of open space. When ordinances require a high percentage of open space (30% to 50%), the result is often a configuration of homes on pad sites with a private outdoor patio area, but without a building lot containing individual yard space. With pad sites, the common open space is typically provided as shared landscaping surrounding homes, in addition to a landscaped detention area. This design format provides limited usable open space area for recreation, socializing and gathering.

What Could Heber's New Neighborhoods Be Like?

As Heber grows, residents have a strong desire to create neighborhoods that include a variety of housing options and recreational opportunities. A recent survey found that 46% want this type of neighborhood compared with only 9% who want to continue building conventional subdivisions.

What's in every example at right?

- A concept for a 10-acre parcel
- 10% - 20% common usable open space for recreation, socializing and gathering
- Quality streetscapes with street trees, lighting, and trails, pathways and/or sidewalks

31 units | 10,000 sq ft lots



(above) A standard 10-acre subdivision with minimal streetscape features and no common open space. This plan suggests moving away from this pattern of growth in new neighborhoods.

1. Neighborhood with Agriculture & Open Space

38 units | 6,000-10,000 sq ft lots
single family
1-acre farm/community garden
.5-acre park



2. Traditional Neighborhood with Open Space

44 units | 5,000-10,000 sq ft lots
single family
1-acre park



58 units | 4,000-6,000 sq ft lots
single family | rowhomes
1.5-acre park



3. Compact Neighborhood with Open Space

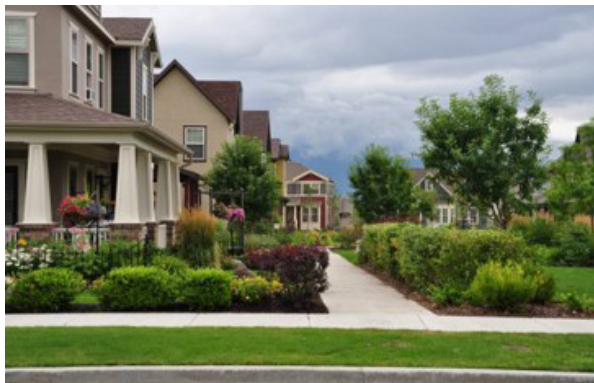
91 units | 4,000-6,500 sq ft lots
single family | rowhomes | multifamily
2-acre park & plaza



4. Mixed Use Neighborhood with Gathering/Open Space

Most open spaces in new neighborhoods will be the responsibility of homeowners in the development and will be governed by a homeowner's association. The developer or association will improve the space for recreation, restore it to a natural state, create a community garden or perhaps lease it to a small plot farmer. However, the City may want to assure public access through acquisition in the development process or agreements to that effect. A systematic approach to consider is for the City to determine priority areas for open space that might further other goals such as stormwater retention or trails. Trail systems along creeks, canals and utility corridors, connected to mountain area trails, could provide a more functional and distinctive connected series of open spaces.

Common open space area(s) should be right-sized for recreational needs, and right-priced



for residents to sustain long-term care and maintenance costs through a homeowners' association. Open space quantity and design should be informed by an appropriate integration of storm water detention without compromising recreational use, and by an appropriate balance between outdoor common area and private yard space. In some cases, the City may want to acquire open space during the development process, to provide public access. These decisions should be informed by the City's parks and trails master plan.

Strategies - New Neighborhoods

1. Create incentives or new zones to build neighborhoods that include a variety of housing types and quality open space amenities.
2. Include quality building materials and architectural standards as part of new ordinances.



3. Sustain the long-term quality and value of these neighborhoods through:
 - a. Superior neighborhood design;
 - b. Quality building materials;
 - c. Integrating a variety of lot sizes and housing types;
 - d. Establishing private development covenants and homeowner's associations to ensure continual reinvestment in and maintenance of the neighborhood.
4. Open space amenities should be a central feature in a neighborhood and may include parks, plazas, trails, community gardens, small plot farms or other space that can be used by residents. Quality open space amenities include long-term management and maintenance plans.
5. Develop and implement streetscape standards to ensure walkability. Create new residential street cross sections that are comfortable



and safe for pedestrians. Consider crossings, pavement widths, traffic speed, park strip width, street trees, sidewalk widths, etc. (see Chapter 8, Mobility and Streetscapes for more detail)

- a. Connect new neighborhoods to centers with sidewalks, pathways and/or trails.
 - b. Connect new neighborhoods to existing regional or local trail systems when possible.
6. Consider a new neighborhood design process that analyzes priority destinations for pedestrians and focuses the design process on achieving a walkable community first, as opposed to the greatest number of lots.
 7. Consider an incentive-based system with a base lot size that can be reduced by exceeding city goals for open space, walkability, trails, views and stormwater reduction.
 8. New neighborhoods at Jordanelle Mountain,

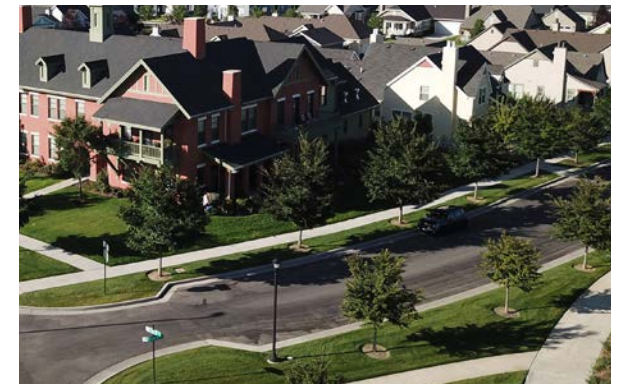


Jordanelle Lakeside and North Village

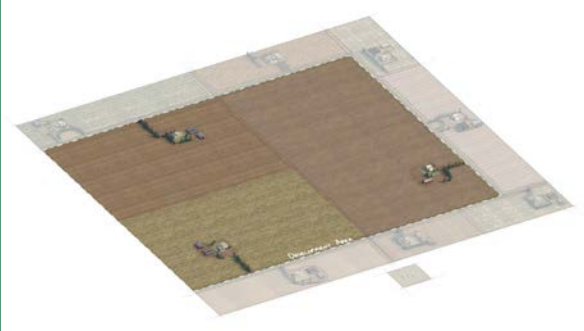
- a. Create walkable, compact neighborhoods with significant natural open space and mountain-themed village town centers.
 1. Create design standards for interesting “mountain modern” residential architectural features.
 2. Promote deed restricted workforce housing in the villages and inclusionary affordable housing for a portion of new housing.
 3. Create trail systems with greater separation from roadways.
 4. Encourage increased residential densities in village town centers.
 5. Develop a street connectivity and circulation plan that does not rely on the highways to reach destinations. (see Chapter 8, Mobility and Streetscapes for more detail)



6. Consider more hospitality and entertainment options near the highways.
7. Consider design standards for outdoor and indoor storage facilities, and promote the placement of such facilities in less visually prominent locations through ordinance amendments.



How Are Rural & Mountain Residential Clusters Developed? (100-acre example)



Existing Condition:

Parcels feature historic farming operations, and owner is considering options for future development.



Conventional Development Pattern: 88 units

Underlying one-acre zoning employed to create standard subdivision with uniform lot sizes, eliminating agricultural uses.

75% open space | 25% housing
124 units | 71 detached; 51 attached
3 neighborhood parks
40% density bonus



Residential Cluster

Alternative:

Clustered housing, flexible lot sizes and a density bonus enable a profitable project while **permanently preserving** remaining agricultural uses. This alternative could also be used to preserve natural areas in the mountains.

Rural and Mountain Residential Clusters

After the New Neighborhoods with Housing Variety and Amenities option described above, the option second most desired by Heber residents is the Rural Residential Cluster. This option clusters housing on about 25% of the development parcel, while permanently preserving approximately 75% of a parcel as open space. This option is best employed where larger acreages exist, so preserved open space is large enough to be viable for continued farming or ranching, for shared passive recreation (e.g. trails in a natural area), shared equestrian use or to provide a large open space that remains or is restored to its natural state. Developments should include clear plans for long-term open space management and maintenance. Areas for these types of neighborhoods include lands adjacent to north village and university village.



Strategies - Rural and Mountain Residential Clusters

1. As part of a new zoning ordinance, create incentives or new zones to enable rural and mountain residential clusters that permanently designate open space for agricultural, natural, passive recreation or shared equestrian uses.
2. Update trail plans as new rural and mountain residential clusters are developed.
3. Promote neighborhood safety by reviewing and updating as necessary community wildfire prevention plans and wildfire ordinances and development standards for hillside and mountain areas.

Clean Air: Options for Residential and Business Land Uses

Heber has relatively clean air today, but keeping that clear blue sky is a concern for residents. The Wasatch Front is notorious for temperature inversions, when warmer air gets trapped below colder air. Such inversions trap pollution close to the ground, creating air that is both ugly and unhealthy to breath. Occasionally, Heber residents can see the inversion from the Wasatch Front creeping up the canyon toward the Heber Valley.

Like the Wasatch Front, Heber Valley can experience temperature inversions. If we want to maintain air that is healthy and skies that

are beautiful, we will need to be mindful of the pollution that we create and release into the air as the City grows. As our vehicles become more efficient, our homes and businesses will be the largest source of air pollution and should be a focus for maintaining air quality.

Water heaters and furnaces that burn natural gas and have not been updated create emissions that we do not see, but, as a percentage of the overall air pollution problem, our house and business heating systems start to take on a greater role because vehicles are getting cleaner and more are electric. In the Salt Lake Valley, on red burn days, wood stove fires are not allowed. Wood stoves add significant amounts of particulates, especially when the air is not moving, during an inversion.

Strategies - Clean Air

1. Explore ways to reduce air pollution from homes and businesses and improve efficiency.
 - a. Promote a water heater replacement program. Promote no “nox” water heaters and more efficient furnaces for long-term clean air benefits.
 - b. Eliminate wood stoves and/or prohibit use on stagnant air days.
 - c. Encourage rooftop solar installations.
 - d. Explore potential strategies with Heber Power and Light.

2. Explore no idle programs for vehicles and electric vehicle facilities such as charging stations.
3. Promote and support the Heber Valley Regional Air Quality Board.
4. Adopt a clean air program with priorities, time lines and strategies.

During Heber City's recent visioning process, a number of survey respondents and meeting participants were concerned about long term air quality. Blue skies are one of Heber's valued assets.



What's the best approach to affordable housing?

75% Heber residents say, "Blend it in!"

Based on survey responses from Heber's recent visioning process, **38%** prefer to blend compact single family, townhomes and apartment homes into neighborhoods, and **37%** say to blend these housing types into town centers. Only 25% wanted to isolate affordable housing at the edges of town or along Highway 40. The picture below depicts a home with limited square footage to reduce overall cost.



General Housing/Moderate Income Housing Plan (MIHP)

When Heber's neighborhoods and centers provide housing for a broader range of household types and consider our school teachers, police officers, and service industry employees, more of our residents can enjoy living in a safe and comfortable environment, with convenient access to goods, services and amenities.

Heber City has recognized the great need for and difficulty of providing affordable housing for many years and has been innovative in its approaches to creating more affordable housing. The City adopted its revised Moderate Income Housing Plan (MIHP) as part of the General Plan by Ordinance 2018-31 on August 16, 2018. Utilizing property values, census data, building permit data and data from the Utah State Department of Workforce Services, the City identified the existing supply of moderate income housing and identified the five-year moderate income housing need. The City analyzed residential zoning and identified how zoning densities affect opportunities for moderate income housing. Based on this analysis, the plan identified the following affordable housing needs for the next five years:

- 517 units of 30% AMI or less
- 429 units of 50% AMI or less

- 138 units of 80% AMI or less

The four primary goals of the MIHP include:

1. Heber City will continue to provide a realistic opportunity to meet the estimated needs for additional moderate-income housing.
2. Heber City will continue to foster partnerships with non-profit organizations and developers, and identify new funding sources to implement affordable housing policies.
3. Heber City will continue to work with the County Housing Authority to increase the supply of affordable housing
4. Heber City shall biennially review the moderate-income housing plan element of its general plan.

The implementation strategies identified below exceed the requirements of Utah State Code Section 10-9a-403. The following four strategies from the 2018 General Plan update mirror Utah State Code recommendations for implementing three or more implementation strategies. Not only have these strategies been identified by the MIHP, they have also been adopted into the City's zoning ordinance and are already being implemented.

1. **Utilization of accessory apartments (aka accessory dwelling units).** Accessory dwelling units are allowed in all residential zones in Heber City.

2. **Consider inclusionary housing ordinances to close the future housing need gap.** Heber City has adopted an inclusionary housing ordinance that requires 10% of all new residential units to be affordable housing that is aimed at those earning 30%, 50% and/or 80% of County average median income. The ordinance permits increased density, open space and spatial incentives to developers for providing affordable housing.
3. **Consider deed restriction programs to keep new moderate income housing units affordable to target populations.** As part of the inclusionary housing ordinance, Heber City requires that certain affordable housing units in the 50% AMI or lower category be deed restricted and often works with the County Housing Authority to accomplish this.
4. **Consider general fund expenditures to waive or reduce construction related fees that are otherwise generally imposed by the City.** The inclusionary housing ordinance permits the waiver of building permit fees.
4. Study the pros and cons of waiving building permit fees for qualifying projects or portions of projects. Track additional units produced.
5. Consider areas for mixed use housing and mixed housing types, especially adjacent to the downtown and in emerging centers.
6. Create a mixed housing types cluster subdivision ordinance.
7. Consider an update study of the fee-in-lieu program to assure that fees are reasonably commensurate with actual construction costs.

Potential Near-Term Work Efforts:

1. Update the accessory apartment ordinance to eliminate barriers.
2. Track spending of the affordable housing fund, and emphasize workforce housing.
3. Continue to require deed restricted housing





5: CENTERS AND GATHERING PLACES

Centers & Gathering Places Vision

Centers enable Heber to maintain a **small town** feel by focusing **new growth into distinct areas** rather than dispersing growth across our City's surrounding **open lands**. Centers **focus** activities, providing a **home base** for **visitors** and a **“living room”** for **residents**.



Guiding Principles

Downtown, Heber's historic center, will develop into an even stronger center and remain the heart of the community. Main Street, together with surrounding blocks, is a local and regional destination.

1. Heber preserves, enhances and improves access to its valued places and buildings on Main Street.
2. Heber improves pedestrian and bike accessibility, parking and traffic conditions along Main Street.
3. Underused spaces are reimagined into significant new places to work, live and enjoy time together.
4. Downtown is a regional destination for annual gatherings and traditions that Heber residents and visitors enjoy.

New centers will be strategically located,

connected to each other and the greater community and offer walkable access to amenities and day-to-day needs.

1. New centers should encourage many distinct features, including outdoor gathering spaces, parks and plazas; schools and community centers; a mix of shopping, restaurants, and offices; as well as a variety of housing choices, including more affordable options.

Central Heber

Central Heber includes two distinct multiuse centers: (1) The Main Street District, and (2) The Recreation and Arts District, which are discussed here. Central Heber also includes the residential Central Neighborhoods District, which is discussed in detail in Chapter 4.

Central Heber Vision

The heart of our community and region, Central Heber is a destination area featuring unique shopping, dining, and gathering areas for residents

and visitors who enjoy a welcoming and peaceful environment with a sense of history and place in a beautiful mountain valley. Downtown is our economic catalyst, featuring our historic center and working, living, and public gathering areas in a mixed use environment, which help support street level retail, restaurants, and entertainment. Outdoor-oriented local and regional recreation are features at our Recreation and Arts Destination, which is the place to go to enjoy the train, rent a bike, enjoy a ballgame, or plan regional recreational adventures. Heber's quiet central neighborhoods provide places to live that are rooted in our history while also conveniently located nearby places to work, play, shop and dine.

General Recommendations

1. Highlight Heber's sense of history and place in a beautiful mountain valley, and its welcoming and peaceful environment.
2. Create a walkable, bikeable central city, with safe and pleasant streets.
3. Connect destination places and districts with interesting, pedestrian-friendly routes.
4. Create increased living and working opportunities in the Downtown area, for economic resilience and to better support uses like shopping, dining, gathering, and entertainment.
5. Activate and connect public spaces on Main Street, including Heber City Park, Civic Center Block, and the Public Safety Block, adding amenities, activities, and attractions that people return to again and again.
6. Enliven the streets in Heber's Downtown with features that provide interest and comfort and encourage repeat visits.
7. Create a new recreation/lifestyle gateway on the west side of town that supports existing and new arts, recreation, tourism, and outdoor-oriented pursuits, better positioning Heber as a destination for regional recreational opportunities.
8. Provide a small neighborhood dining/ shopping area near the train station to provide amenities adjacent to tourism and sporting events.
9. Create a new missing middle neighborhood east of the planned high school to provide needed housing options.
10. Preserve Central Heber's neighborhoods, enhancing their quiet, friendly atmosphere while providing options for new housing that fits into the historic fabric. (Discussed in Chapter 4.)

Which scenario best preserves "small town" feel?

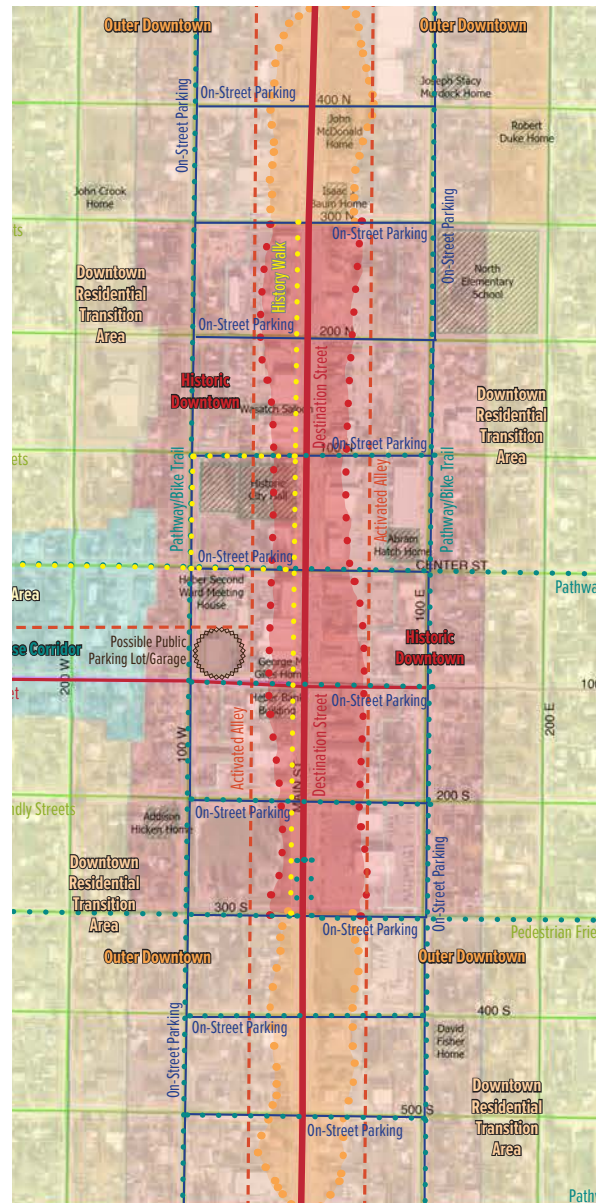
78% of recent survey respondents selected scenarios featuring **centers** and **open space**.

Surveys for Main Street and the general surveys performed as part of the visioning process indicate that **Main Street is important to nearly everyone in the community**. Residents want Main Street to become quieter and more walkable.



Downtown District Vision Map: Excerpted from the Central Heber Vision Map, this illustration highlights key sub-districts, which are explained in the text on the following pages.

Examples of potential building types and forms for the Downtown District



The Downtown District

Downtown is characterized by a vibrant business environment and ample housing opportunities that support dining, shopping, playing, and gathering opportunities, providing a strong destination in the heart of Heber City. Historic Downtown (300 North to 300 South) features the richest suite of options for people to return to again and again, from restaurants and shops to inviting public spaces and streets, making the area a strong destination for residents and visitors. Alleys off Main Street as well as streets bisecting Main provide quieter spaces for shopping and dining. Outer Downtown (north of 300 North and south of 300 South) offers the greatest opportunities for working and living near Historic Downtown. The District as a whole features Downtown destination branding and beautification.

The following provides detailed recommendations regarding character, focus, features, use, and form for the district.

Character

- Highly active destination downtown featuring living, working, playing, shopping, dining, and gathering opportunities.
- Historic/classic architecture in Historic Downtown District; historic themed but more flexible architecture in Outer Main.

Focus

- Major focus on business and housing that supports shopping, dining, playing, and gathering.
- Heber City Park, Civic Center Block, and Public Safety Block provide active park/plaza space for gathering.

Features

- Walkable streets
- On-street parking district wide
- Alley pilot project(s) behind Main Street for a quiet dining/pedestrian experience
- History walk on Main Street with a major feature at Civic Center Block
- Publicly owned historic buildings and places preserved
- Active destination public space at Heber City Park, Civic Center Block, and Public Safety Block

Placemaking

- Benches
- Outdoor dining areas
- Street trees
- Plaza space
- Fire pits/heaters
- Bike racks
- Activity structures
- Art/sculptures
- Planters

- Attractive streetlights
- Activity Spaces to Consider: skating ribbon/rink, farmer's market, rock climbing wall/boulders, food truck court, food hall, concert/event amphitheater, fitness stations, water feature

Use Mix

Historic Downtown & Outer Downtown

- Residential and Lodging: missing middle/multifamily, hotel
- Civic
- Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
- Open Space: destination plaza/park
- Commercial use required on Main Street-facing first floor facades in Historic Downtown, with limited percentage allowed for residential or office access doors
- Residential allowed on Main Street-facing first floor facades in Outer Downtown

Downtown Residential Transition Area

- Residential: single family, missing middle
- Retail/Restaurant/Office: neighborhood commercial allowed as a conditional use in Residential Transition Area east and west of Historic Downtown
- Accessory uses: home-based business, attached/detached accessory dwelling units,
- Open space: pocket park/plaza

Examples of potential building types and forms and streetscape for the Downtown District



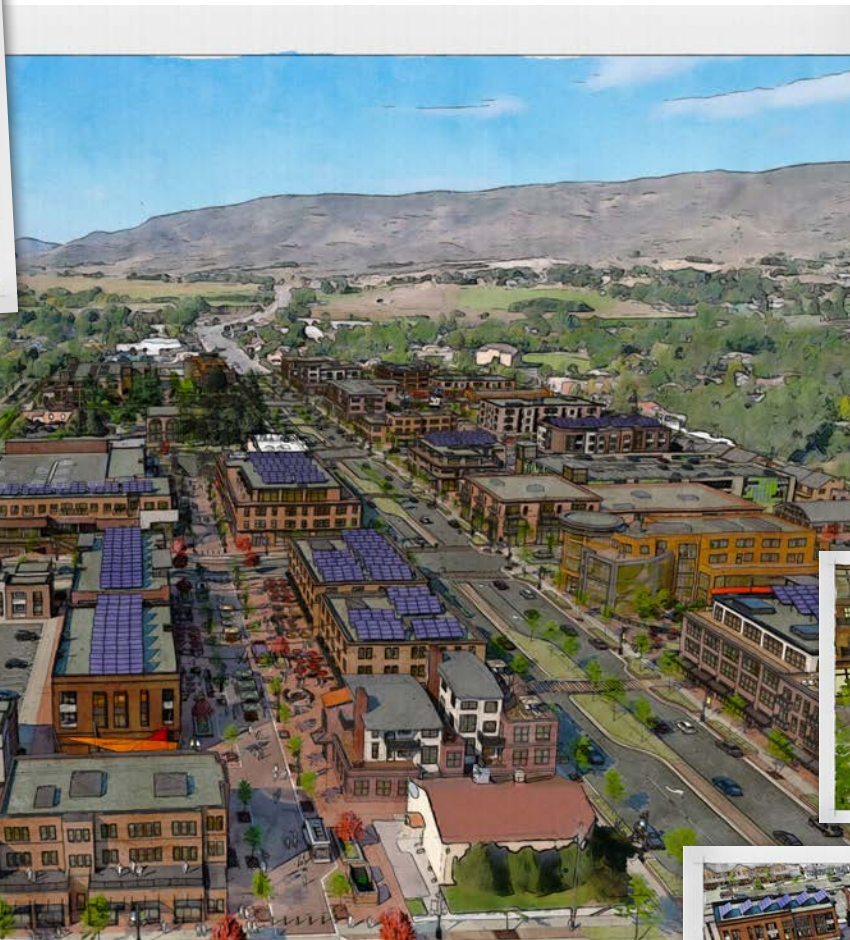
Before and After: Heber's Downtown District Vision Concept

As Heber grows, the Downtown District will feature new places to live and work, and especially places to gather together, to celebrate, to share a meal, to support a local artisan or shopkeeper. This is where we enjoy life together and practice our tradition of being friendly, warm, and welcoming.



Above: Recent aerial photograph of the Main Street District; Right: Downtown District vision concept.





Above: Recent aerial photograph of the Main Street District between Main Street & 100 West; Left: Vision concept; Top left: vision concept zoomed in to alley just west of Main.



Above right: A large plaza in the alley near the Civic Center Block provides space for outdoor movies and other activities; Right: Midblock walkways connect Main Street and the pedestrian alley.

Before and After: Heber's Downtown District—Civic Center Block Concept

We reflect on, remember, and celebrate Heber's heritage at Civic Center Block, highlighting the historic tabernacle and theater, daylighting Lake Creek, and creating interpretive elements commemorating our history. This space is also the center of our history walk, which runs along Main Street and then along Center Street, ending at the historic depot building.

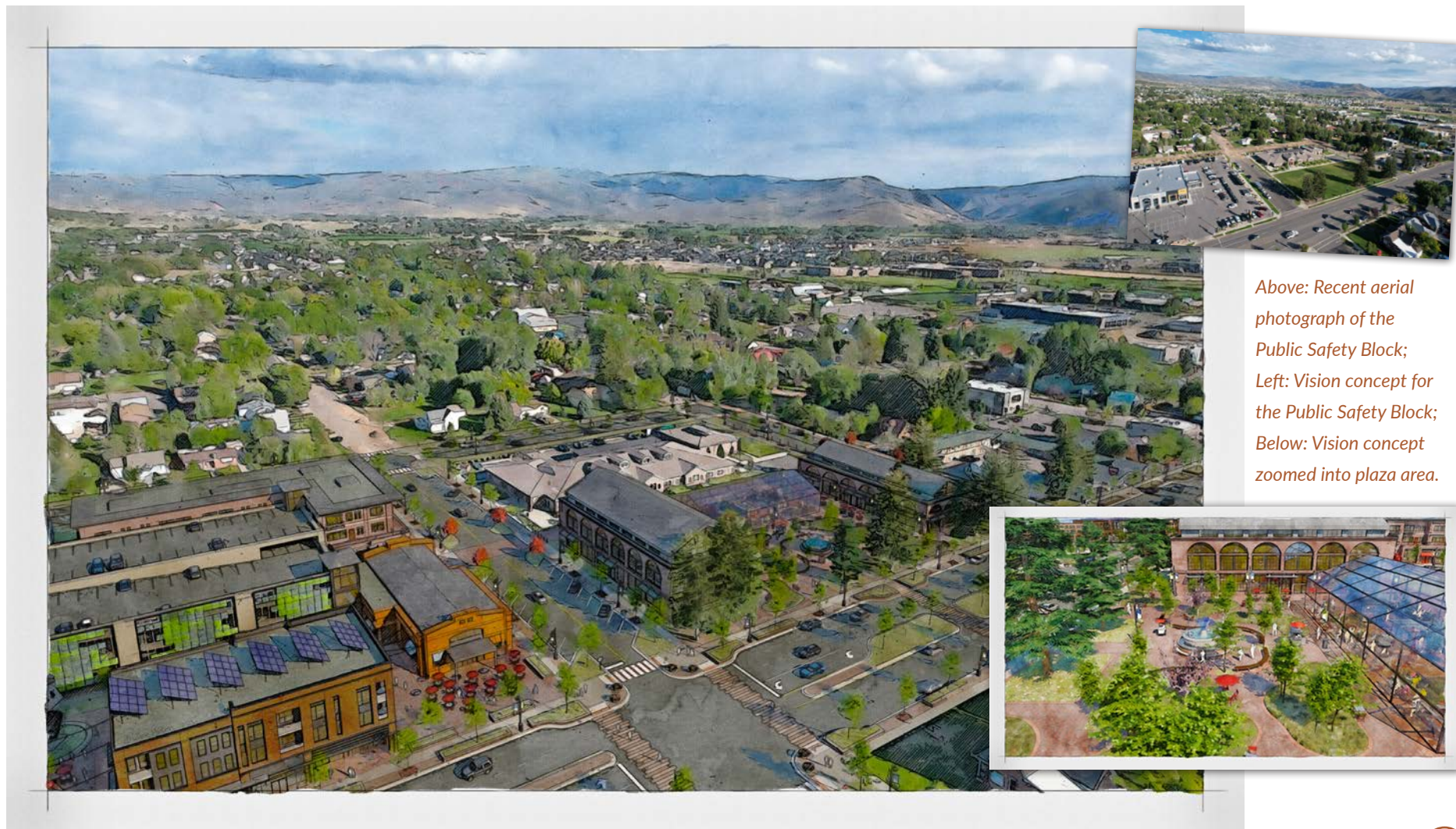


Above: Recent aerial photograph of the Civic Center Block, location of the historic tabernacle;

Right: Vision concept for Civic Center Block;
Far right: Vision concept zoomed in, looking at a new public arts/history building and interpretive features.

Before and After: Heber's Downtown District—Civic Center Block Concept

Rather than developing all of the green space on the Public Safety Block, this concept preserves a large plaza for enjoying a meal in the shade or strolling through an exhibition or year round farmer's market out of the weather. The trees and buildings along the perimeter reduce traffic noise and provide space for a plaza, food hall, meeting rooms, or other amenities.



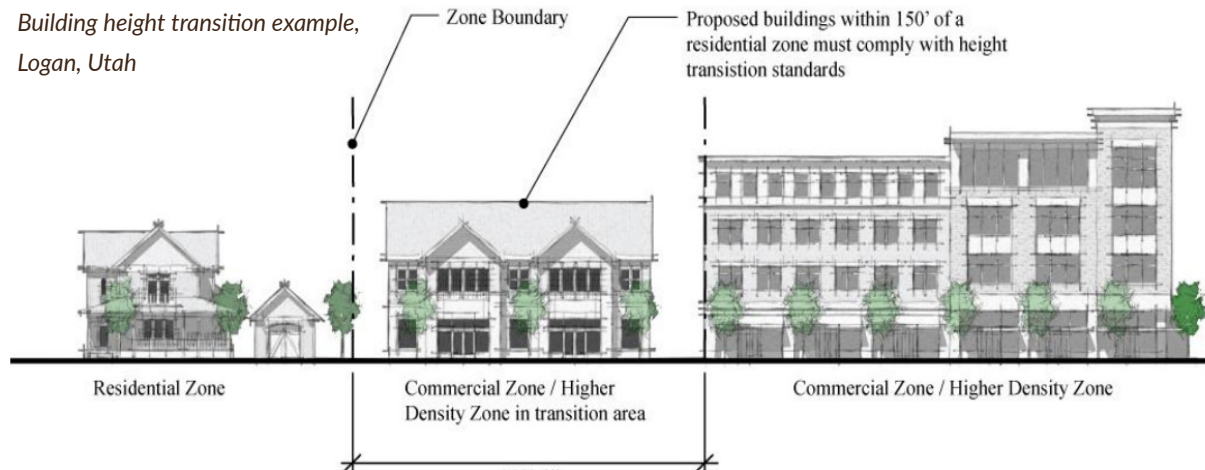
*Above: Recent aerial photograph of the Public Safety Block;
Left: Vision concept for the Public Safety Block;
Below: Vision concept zoomed into plaza area.*



Step Back: a change in the vertical plane of multi-story buildings that preserves the pedestrian experience at sidewalk-level by setting the upper story building facade away from the street

Building Height Transition: a change in building heights, generally with taller buildings on more intense streets, with shorter buildings as the transition area nears single family homes

*Building height transition example,
Logan, Utah*



Parking

- Striped on-street public parking district wide
- Private parking lots/garages, but not fronting Main Street in Historic Downtown area
- Public parking lot/public parking garage possible in future phase

Building Height

- Up to three stories allowed in Historic Downtown; with step backs up to four stories allowed
- Up to four stories allowed in Outer Downtown with step backs for buildings over three stories; up to five stories allowed if incorporating additional design features and affordable housing (on site or off site)
- Step backs required for buildings over three stories on Main Street
- Step backs required for buildings over two stores adjacent to publicly-owned historic places
- Building height transition required; buildings in Historic Downtown on 100 West/100 East frontages limited to three stories or less; in Residential Transition Area east and west of Historic Downtown limited to two stores or less
- Require other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts/plazas)

Visual Preferences

- Style: mix of existing historic and new modern and traditional
- Preferred building materials: brick, sandstone, glass, timbers, rock
- Apply existing design standard for classic commercial requiring historic/classic commercial features (e.g. storefront), but with flexibility for a mix of styles, especially in Outer Downtown
- Historic Downtown: increase existing design standards, and encourage a greater number of classical/historic building features

Strategies: How Do We Achieve Goals for the Downtown District?

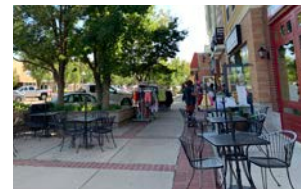
1. Update City code to align with detailed recommendations, listed above.
2. Create a Downtown Development Authority, such as a Community Reinvestment Agency (CRA), to provide a sustainable source of funding for community enhancements and a focused group that facilitates the improvement of downtown.
3. As part of a downtown placemaking and branding study, develop a set of unified community character elements to be implemented within the entire downtown corridor, to create a stronger sense of place. Use the City brand to complement downtown.
4. Increase activity downtown. Activate downtown through public spaces, including streetscapes, alleys, and parks that attract people, so that residents and visitors want to return over and over again. Create a design plan for the three public blocks (Heber City Park, Civic Center Block, and the Public Safety Block) that includes uses that bring people back on a daily basis and include free WIFI. Upgrade restrooms for safety and convenience, and request businesses to allow the public to use their bathrooms. Promote consistent business hours of operation, emphasizing Thursday, Friday and Saturday evenings.
5. Create a unified pedestrian-friendly and bike-friendly streetscape for the entire Main Street District. Include wider sidewalks and bikelanes.
6. Promote historic architecture in the Historic Downtown District. Beautify sidewalk areas and create a comprehensive set of façade/storefront standards; incorporate into City ordinances. Fund implementation of a city-wide façade program.
7. Create a parking plan and management strategy to maximize land use intensification and minimize parking needs.
8. Revise the sign ordinance to unify size and location; allow projecting and certain



A pedestrian-friendly sidewalk with planted bulb out that shortens pedestrian crossing distances



Mixed use buildings with ground floor retail add vibrancy



A shady sidewalk designed for living



Blade/projecting signage adds appeal

Potential Downtown Improvements



Main Street

Main Street is envisioned as Heber’s premier destination—a place that’s comfortable for residents and visitors to enjoy on foot, and a place that supports adjacent local businesses, restaurants, public gathering areas and quality housing and hospitality options. A reimagined Main Street includes the following features:

- Reduced pavement width and lower speed limits
- Wide sidewalks to accommodate walking, shopping and dining
- Interesting street trees and plantings for shade and beauty
- On-street parallel parking
- Medians and bulb outs to add beauty, reduce traffic speed and ease pedestrian crossings; mid-block pedestrian crossings
- Dark sky compliant lighting

East/West Streets Adjacent to Main Street

East/West streets in the blocks off of Main Street can support downtown activity, providing a pedestrian friendly means of accessing Main Street destinations, whether walking or driving into town. They could feature:

- Reduced pavement width
- Comfortable sidewalks and “parklets” to accommodate walking, shopping and dining
- On-street angled parking
- Planted medians and bulb outs to add beauty, reduce traffic speed and ease pedestrian crossings
- Mid-block pedestrian crossings
- Bike accommodations, including bike lanes and bike parking



temporary signs, such as A-frames. Include wayfinding signs within the downtown corridor.

9. Promote adjacent increased densities and mixed uses through ordinance updates. Increase and expand the alleys a parallel to Main Street for a unique pedestrian experience. Alleys could accommodate additional development and become the “quiet” space that visitors seek until Main Street is reconfigured.
10. Spur economic development by mixing land uses, specifically to attract services and amenities that will attract local residents. Offices, service uses, residential, and moderately priced restaurants and shops should be part of the mix. Increase retail diversity along the Main Street corridor, especially for smaller, local shops. Restrict national chains from Historic Downtown. See list of potential uses in Chapter 8.

Appropriate lighting can help keep skies dark.



11. Work with UDOT to reduce Main Street speeds, install raised medians within the spaces between turn-queue lanes along the primary downtown corridor, widen sidewalks, extend themed streetlights further north and south (assure dark sky compliance), replace distressed trees and plant additional large shade street trees, consider diagonal parking (with bike lanes adjacent to the curb) on the streets approaching Main, build larger bulb-outs to reduce pedestrian crossing distances, add trash receptacles, add benches located near the buildings that face the street, and add distinctive bike racks. Consider “for sale” art and sculpture along the street and in public parks.
12. Enhance the gateways to downtown to ensure that people know when they have arrived.



Activate public spaces on Main Street to encourage community gathering and return visits



Mid-block crossings provide pedestrian convenience



Scooters could provide a mobility alternative



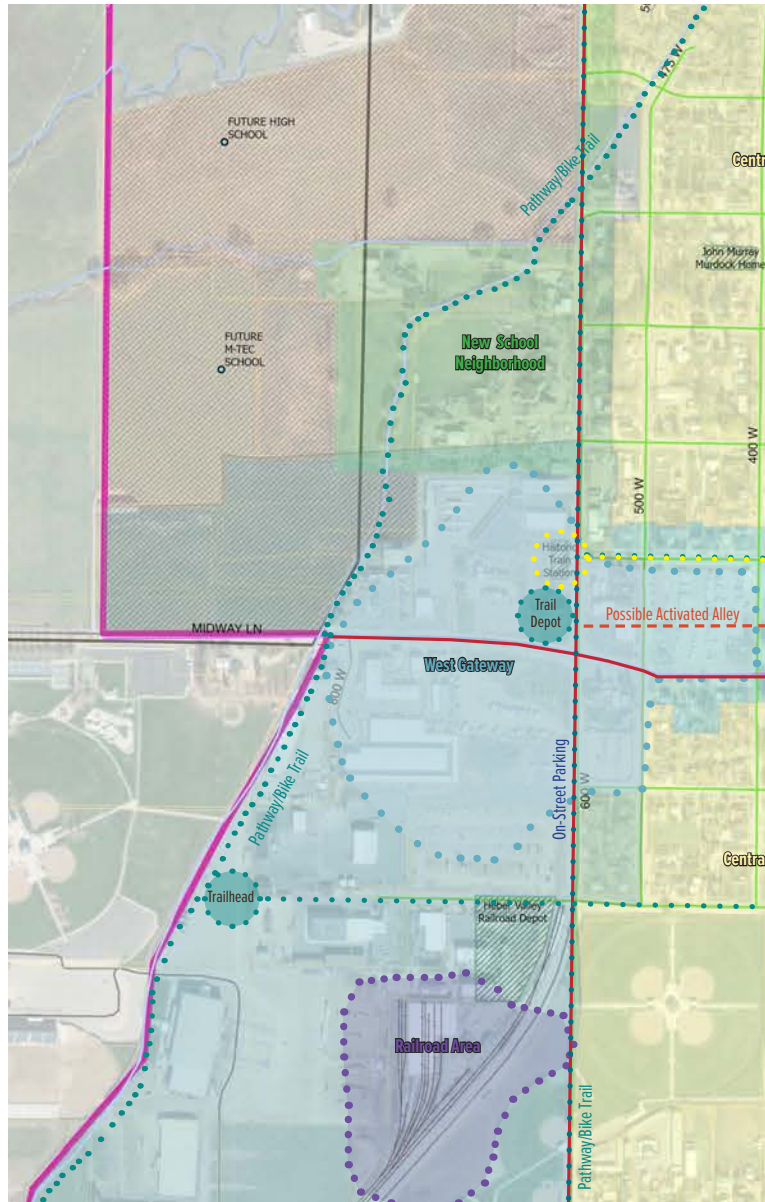
Public art adds interest along the sidewalk

Recreation and Arts District Vision Map: Excerpted from the Central Heber Vision Map, this illustration highlights key sub-districts, which are explained in the text on the following pages.

Heber Valley Railroad is a key attraction in the Recreation and Arts District.



A potential building types and form for the Recreation and Arts District



The Recreation and Arts District

The western gateway into Heber from Midway at 600 West and 100 South is anchored by a flex-space venue and plaza supporting the arts and recreational opportunities and lifestyle. It includes mixed uses focusing on meeting day-to-day needs of nearby residents and visitors, and supporting and expanding local and regional arts, recreation, and tourism opportunities. A small commercial area adjacent to the railroad depot provides convenient options for dining and services. Needed missing middle and more reasonably priced housing is provided east of the planned high school.

The following provides detailed recommendations regarding character, focus, features, use, and form for the district.

Character

- An outdoor-oriented district that lets Downtown shine while supporting local arts and recreational activities and regional recreational destination pursuits.

Focus

- Outdoor and recreational lifestyle, arts

Features

- Flex-space lifestyle center and gathering area
- Trails (including Spring Creek Canal Trail), trailheads, and a trail depot with bike rentals

and repair

- Shuttle to Main Street
- Pedestrian and bike friendly boulevard along 600 West to connect the West Gateway and the Railroad Area

Placemaking

- Wide sidewalks
- Benches
- Outdoor dining areas
- Street trees
- Plaza space
- Fire pits/heaters
- Bike racks
- Activity structures
- Art/sculptures
- Planters
- Attractive streetlights

Use Mix

West Gateway

- Residential & Lodging: hotel, housing in mixed use buildings with ground floor commercial
- Civic: cultural assembly, performance and/or museum
- Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office (main floor retail/restaurant required)
- Open Space: active plaza, pocket park, conservation garden
- Parking: on-street public parking areawide, private parking lots

Railroad Area

- Retail/Restaurant/Office: neighborhood retail/restaurant, neighborhood service, office
- Parking: on street public parking areawide, private parking lots

New School Neighborhood

- Residential: missing middle, multifamily
- Open Space: neighborhood park

Building Height

West Gateway

- Up to four stories
- Step backs required for buildings over three stories
- Encourage other height-softening strategies (e.g. roofline variation, building modulation, attached features, corner cuts)

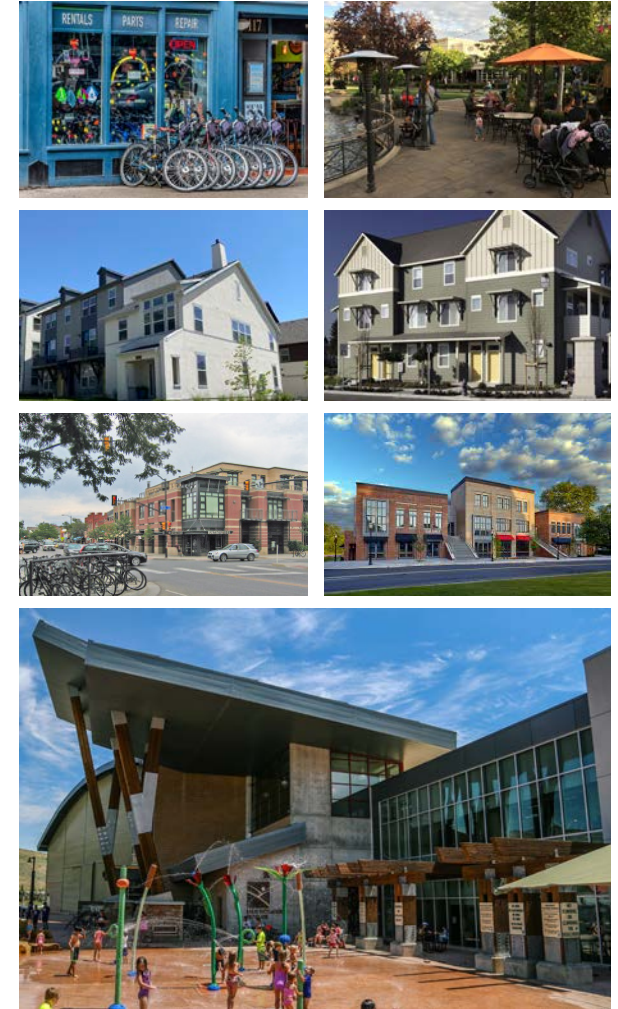
Railroad Area

- Up to two stories
- New School Neighborhood:
- Up to three stories

Visual Preferences

- Style: classic materials and features, modern/clean lines
- Preferred building materials: brick, wood/composite siding, sandstone, timbers
- Design standards requiring classic commercial features (e.g. storefront), but with flexibility for a variety of styles (e.g. mountain modern)

Examples of potential uses, building types, and building forms for the Recreation and Arts District



Public Preferences: How Do Centers Rate?

76% of residents completing recent visioning surveys preferred scenarios that included **walkable, connected, vibrant new centers.**

(below) The New Park center, in the Park City area, showcases Mountain Modern architecture with this mixed use building featuring ground floor retail/restaurants and upper floor hospitality. (below, right) Village Center in Holladay, while not Mountain Modern, provides an excellent example of a mixed use building featuring ground floor retail and upper floor offices. (below, far right) A Mountain Modern mixed use building in nearby Midway



Beyond Central Heber

Beyond Central Heber, the City expects to have several emerging and new centers gradually developing over the planning period. As annexations occur and new development is proposed, it is important to implement the City's "center focused" vision. Centers provide many benefits and are the best way to assure that the community vision for walkability and connectedness is achieved. Different types of centers are envisioned since they will be located in several unique locations.

What Are Heber's New Centers?

Jordanelle Mountain Village

Comprised of moderate slopes leading up from

the Jordanelle to flatter but considerably higher mountainous terrain, this development will include a town center of significant size. This center should be oriented toward everyday shopping needs and function as a gathering place for the residents of the development. Residential uses in and adjacent to the center will include compact housing types, could blend with other uses and should be concentrated to retain as much natural open space as possible. The density that could have been built over much of the property will be transferred to the center and surrounding mixed housing types. Neighborhoods with open space should connect to the center. A main road will provide the primary access, but additional access roads from the plateau down to Highway 32 will become increasingly important.



A Town Center Concept for the Mountains

As development happens in the mountains to the northeast, Heber envisions clustering development into town centers and nearby neighborhoods with open space and other amenities (see Chapter 4). This concept highlights a town center itself, linked to the City and other centers by a mountain connector featuring a pleasant road and trail. The center features a church, grocery, theater, hotel, offices, small shops and restaurants, as well as a variety of single family homes, townhomes, condos or apartments, and live/work units. Plazas, green space and trails support an outdoor lifestyle and anticipated tourism and recreation.



(far left) Heber City leaders and staff have studied Daybreak, Utah, as a model for new town center development. The community blends a variety of housing types and signature open spaces within walking distance of the town center core, which features shopping, dining and employment. The housing variety enables people to live there at all stages of life, whether needing a small flat, a single family home, an apartment or senior housing. (left) Centers provide opportunities for community members to gather and enjoy festivals, farmers markets and other activities. They also provide convenient access to things



A Town Center for the Region

This concept represents a possibility for a town center off our major highway, perhaps in the North Village area. With convenient highway access, this center could support regional needs for shopping, jobs and a range of housing options while also serving as a recreation and entertainment district. The center features a grocery and larger format shopping as well as small shops and restaurants. Offices, a hotel and a variety of townhomes, condos or apartments and live/work units are also envisioned. Just as in the mountain center concept on the prior page, plazas, green space and trails support an outdoor lifestyle and anticipated tourism and recreation.

Heber envisions neighborhoods with open space and amenities (see Chapter 4) adjacent to town centers, so those living in new neighborhoods can enjoy walkable access.



Jordanelle Lake Village

Located adjacent to the Jordanelle Reservoir and along Highway 32, this center will focus on providing convenient goods and services for neighborhoods in the area, as well as hospitality options for the recreational activities already established and growing in Wasatch and Summit Counties. Due to slope issues, development will be concentrated along US 32. The density that could have been built over much of the property will be transferred to the center and surrounding mixed housing types. Neighborhoods with open space (NOS) should connect to the center.

North Village

At the major crossroads of Highway 40 and Highway 32, growth is anticipated to exceed many other areas of Heber due to the numerous developments occurring in both Summit and Wasatch Counties, including evolving ski resort destinations. This crossroads is logically one of the areas to receive much development pressure and will likely include major commercial, recreational, and hospitality uses, paired with compact mixed housing in adjacent residential neighborhoods (NOS). Trail connections to the mountains, along the canals, in the scenic buffer, and the planned lake-to-lake trail will be paramount.

Strategies - How Do We Achieve the Vision for New Centers?

1. Create a town center ordinance with flexible housing types, varying lot sizes and increased densities in the town center core.
2. Adopt design standards to promote interesting “mountain modern” architectural building features for the three centers.
3. Encourage workforce housing in the centers, as part of the City’s Moderate Income Housing Plan.
4. Provide parks, plazas and build trails that connect residents to regional and local trails networks, natural open spaces and the rest of the community.
5. Promote a greater concentration of hospitality uses in the North Village.
6. Prevent standard strip commercial development through ordinance modifications.
7. Coordinate with the school district to establish new schools based on anticipated population and distances to be traveled.
8. Assure dark sky compliance for all lighting.
9. Consider design standards for outdoor and indoor storage facilities, and promote the placement of such facilities in less visually prominent locations through ordinance amendments.



Heber's South Town could become an attractive jobs center while still providing regional retail and services.



Utah Valley University Wasatch Campus Town Center

Located near the south end of the North Village Town Center and including the open areas further south to the Wasatch Commons apartment complex, the Utah Valley University Wasatch Campus and its environs have the potential to become the southern bookend to the North Village neighborhoods and town center. The area currently includes the campus and significant vacant land before expanding out to several proposed developments. Land on both sides of the campus have potential to provide supportive development, which is critical to the success of the school. Supportive development could include additional affordable housing for the student population, limited retail and personal services, hospitality, and space for incubator businesses, including high tech and trades, which could be encouraged in the area through a flexible zoning philosophy.

Strategies - Utah Valley University Wasatch Campus Town Center

1. Design continuous parallel roads to US 40 that connect north and south of the school.
2. Provide opportunities for supportive businesses such as tech, retail and hospitality in close proximity to the school.
3. Promote affordable housing options for

students and workers in the area.

4. Create and enhance trailheads into the mountains, but also connect trail and open spaces in a north south direction, using the canals.
5. Establish a US 40 scenic buffer that includes trails and stormwater provisions.
6. Promote transit connections to the area.

What Are Heber's Emerging Centers?

South Town & Tech Hub

How could the South Town area change over time? Located at the triangular intersection of SR 189 and US 40, this diverse area includes shopping, health services, light manufacturing, the airport, Wasatch High School, storage and housing, including a trailer court. It is a natural area for larger commercial businesses and "big box" developments since it is clearly an important crossroads. It is an area that can accommodate commercial uses associated with a regional hub community—building materials, discount shopping, car dealerships, etc. These uses consume considerable land area, need good vehicular access, and are in demand by the larger region.

This area also could support more jobs, especially in the tech industries. With good road access, potential transit in the future and an existing airport, the area has potential to serve an expanded tech sector.

While the area currently lacks walkability and cohesiveness, the eastern portion of the area could transform into a town center over time, while remaining areas could become more attractive and cohesive. To some extent, the results of the bypass study may impact properties in this area, but they could also create business opportunities. Although a mix of businesses and residential uses already exist, adding a “sense of place” to the area will help it emerge as a true center.

Strategies - South Town & Tech Hub

1. Unify the area with consistent streetscape standards, including five-foot sidewalks.
2. Create connections to the rest of the community.
3. Through ordinance revisions, incorporate more town center characteristics as the area grows, especially on the east side, where the high school, the library, and professional/medical services already exist.
4. Emphasize anticipated uses, including major commercial and light manufacturing, and include larger trucks in street design.
5. Promote rooftop and near the airport.
6. Consider additional storage businesses, but control their location to assure they do not consume prominent corners and critical frontages.



6: OPEN SPACE AND RURAL CHARACTER

Open Space and Rural Character Vision

Heber City draws a clear **distinction** between **what is city** and **what is country**, maintaining a distinct city that is **surrounded** by open land, valuable for its **beauty, ecology** and **agricultural** function.



Guiding Principles

1. Heber actively works with neighboring communities and the County on strategies to implement the permanent protection of farmlands, natural open spaces and rural character to maintain distinct separation between communities.
2. Heber will work with the County and surrounding communities to create permanent farm and mountain land protection through such mechanisms as conservation easements and partnerships.
3. Heber actively clusters development to focus growth and protect remaining open land from dispersed development.

Existing Open Space System

Heber currently enjoys highly visible open spaces. The North Fields provide a strong rural feel when coupled with the mountainside on the east side of US 40. From the south the views from Daniels Canyon are expansive, showcasing many rural

farms and the spectacular Wasatch Mountains to the west. To the east are views of large open spaces featuring farming and ranching functions. West of the airport, large open fields create a desirable separation between Heber and other communities. Retaining a sense of being a distinct community—not allowing the typical blending of communities that occurs in suburban areas—is a goal that Heber residents embrace. The nearby mountains contribute to that undeveloped feeling.

The issue that this chapter addresses is the potential loss of open space through development as the population more than doubles over the next 40 years. Although a bond for \$10 million recently passed to acquire open space in Wasatch County, those funds will not be enough to achieve the City's vision. Zoning for large lots may not work when some of those open spaces are not under the City's jurisdiction. A Transfer of Development Rights (TDR) system has been previously considered but never adopted. Creating a workable TDR system is not easily accomplished but could add a new property right that provides a conservation mechanism.

What Could Heber's Future Open Space System Look Like?

Community interest in open space preservation is focused on the North Fields, maintaining separation between communities and the mountainsides. An open space system that includes those areas, as well creates open space corridors using the creeks, canals and utility corridors, could help retain the open feeling that the community has now. Much of the currently visible open space is a result of views of the surrounding mountains, agricultural fields and wetlands, all of which may slowly disappear unless actively preserved.

Strategies - Open Space Preservation in Heber

1. Review and update rural zoning ordinances. Rural zoning should have a minimum 20-acre lot size. New incentives, such as additional clusters and on-site density bonuses, could be used to create larger open spaces. Consider starting a County-wide discussion about rural zoning, defined as 20-acre lots. Incentives to continue grazing and farming could be part of ordinance revisions.
2. Consider reviewing and updating zoning ordinances for highway corridors and City entrances, using overlays. Corridor overlay

ordinances could include view preservation, different setbacks, lower building heights and minimize the size and types of signs, including billboards.

3. Develop a system to purchase or transfer development rights with implementation through the zoning ordinance. Clustering bonuses may be a part of this process. The potential ordinance should transfer residential unit density into villages from areas between communities, using a defined priority open space ranking system. TDR works best if it becomes a condition of rezoning to higher densities where the development rights from rural/lower densities areas are acquired for higher density zoning requests. Both landowners and developers should be involved in the process. A similar system where priority open spaces are exchanged for ones that are more logical for development could also be established. This would preserve open space in areas identified by the City as highly supportive to the open space system.
4. Some communities are using a crowd sourcing fund raising process for the purchase of development rights. Encourage the use of the County-wide bond funds to purchase the North Fields development rights is a logical step. Consider additional bonding campaigns to purchase development rights

or land for priority properties. Policies for large annexations should include a condition requiring deed restricted development agreements that permanently protect open space.

5. Revising ordinances to promote clustering as long as open space maintenance is addressed is a viable option, especially where it can be used in conjunction with an open space corridor. Consider linked open spaces that create corridors along creeks, rivers, utility corridors and canals. Creating ordinance incentives for farmers to continue their agricultural livelihood, such as density transfers, clustering, and preventing residential encroachment, can add help achieve preservation goals. Include wildfire risks and prevention programs as new development encroaches on natural areas.

A Link Between "Small Town" Feel and Open Space

Separation—maintaining open space between Heber and surrounding communities—is the second most important feature that defines "small town" for Heber residents (according to a recent survey completed as a part of the City's visioning process). Residents want to preserve larger open spaces that provide a rural feel and promote a distinct identity for each community in the Heber Valley.

Partnering Options

Working on an open space system will most likely necessitate expanding the focus on shared issues and priorities within the County. Open space preservation is an issue throughout the County and efforts to preserve open space are underway.

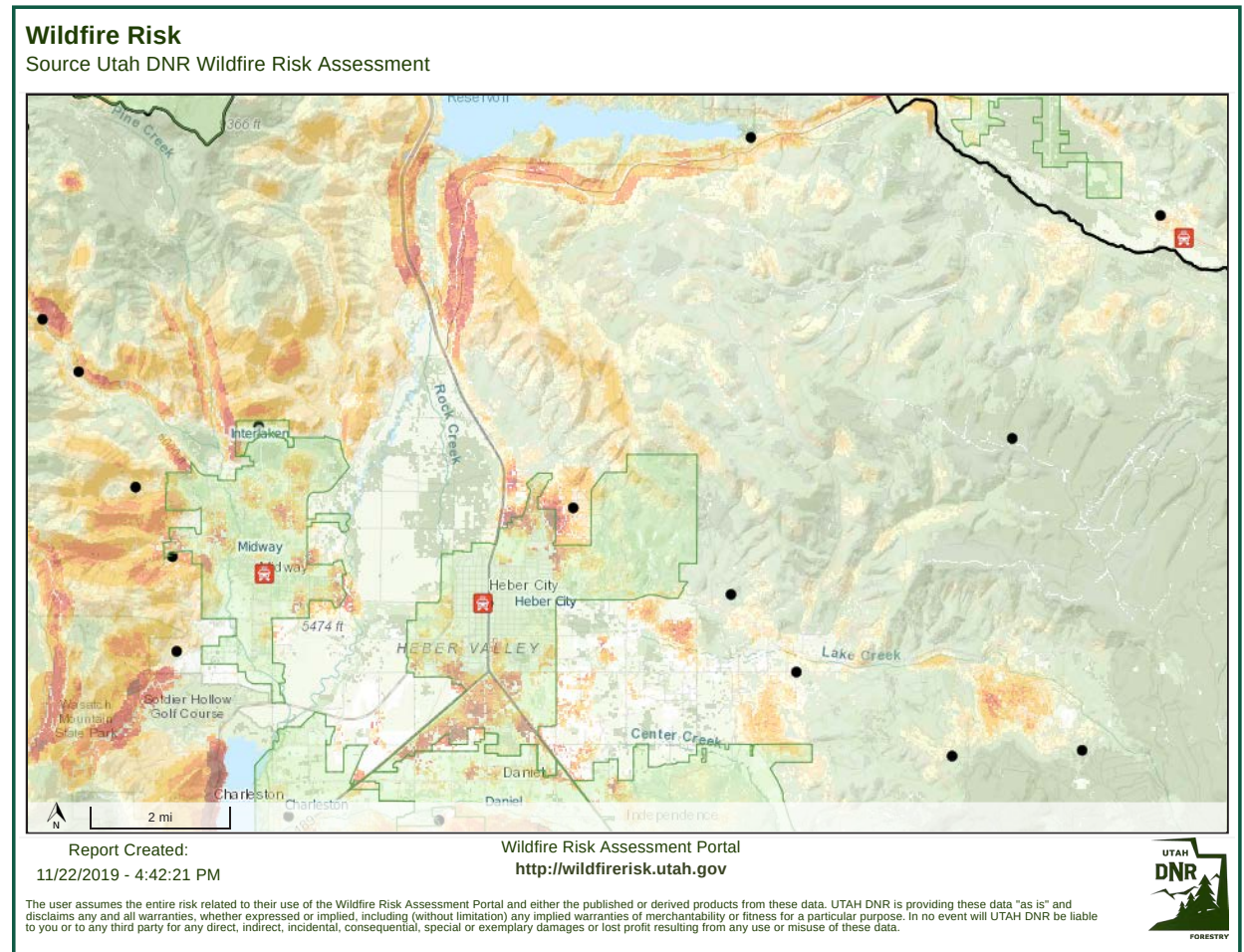
Strategies - Partnership Options

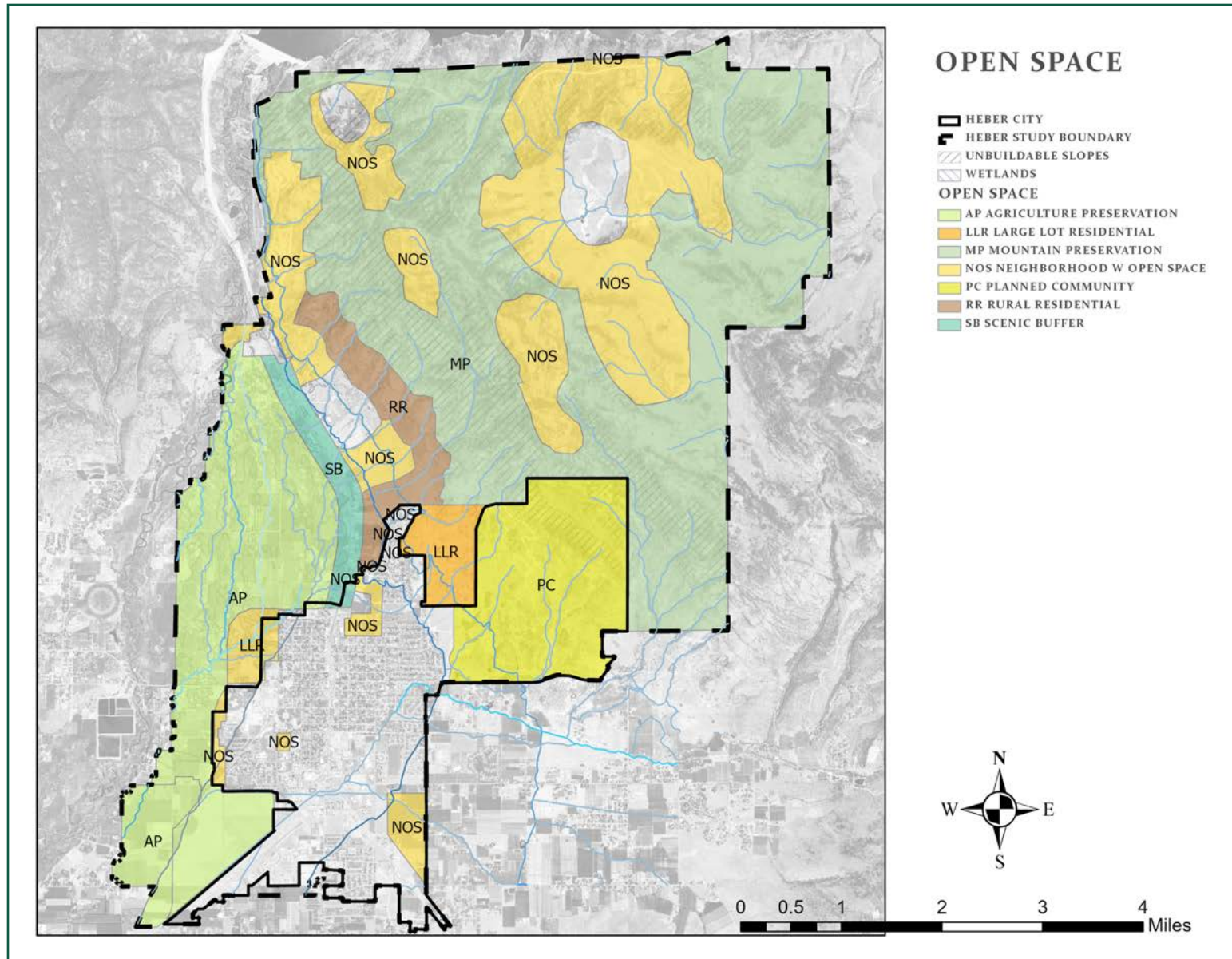
1. Explore Federal and State funding options, such as the LeRay McCalister fund and the USDA, to maximize local investments in the purchase of development rights and/or the establishment of conservation easements.
2. Partner with non-profits, such as Utah Open Lands, to offer conservation easements to owners of priority open space properties.
3. Countywide ordinances should prevent development, other than trails, on slopes greater than 30% through a coordinated Countywide series of ordinance amendments within each city and the unincorporated area. This should include preventing view obscuring ridge development through Countywide ordinance amendments and incorporate dark sky philosophies. Promote a Countywide effort to retain the open spaces between communities through such techniques as clustering and agricultural 20-acre lot zoning.
4. To assure greater focus the City could

support a coordinating council to manage a Countywide system of open spaces and trails, with a designated staff person and/or consider creating a non-profit organization/trust for this purpose.

5. The Heber Valley and regional conservation

efforts should be included in the branding and development of outdoor recreation and tourism. The City could explore ways tourism could financially support open space preservation through a hotel tax or recreation fee.







7: OUTDOOR RECREATION, PARKS AND TRAILS

Outdoor Recreation Parks and Trails Vision

For Heber residents, **outdoor recreation** is a **lifestyle** and a **passion**. Both new and existing homes should have walking access to **parks, trails** and other **outdoor amenities**.



Guiding Principles

1. Trails connect residents to other neighborhoods, downtown and new centers.
2. Trails provide access to the City's beautiful setting, including nearby canyons, mountains, lakes and the Provo River.
3. All neighborhoods have access to a park within walking distance, whether it be a neighborhood park or a regional recreation facility.
4. In general, recreational opportunities are diverse, well-maintained and accessible.
5. Heber City meets its current and future park system needs through obtaining lands and trail corridors for a connected system of parks and trails.

Existing System

Heber City and Wasatch County have an extensive recreation system consisting of trails, regional

athletic facilities and local parks. The regional parks and recreation facilities attract participants from all over the County and from more remote areas for tournament play. With South Fields Park, City Park and Wasatch High School, soccer and baseball are well supported in Heber. Multi-purpose ball diamonds that are large enough to also provide soccer fields are a trend that is emerging across the Country and in Heber. There are few smaller parks in the City. Many of the parks are large in size and accommodate traditional sports with their associated fields. Pickleball is a growing demand sport, and new facilities are under construction.

Currently there are approximately 6 acres of parks per 1,000 residents in Heber City. Some Utah cities have a goal of 5 acres per 1,000, but the national average is 10 acres of parks per 1,000 residents. As population grows, it's important to increase park lands and amenities.

In 2016, Wasatch County completed a Regional Trails Master Plan, including recommendations for

Heber City and potential annexation areas. The Master Plan makes recommendations for regional trails connecting the cities and the County and for multiple types of trails. The document provides instructional information on trail types, construction methods and long-term goals. The City adopted an updated trails plan in 2018.

The nearby lakes, reservoirs, rivers, streams and mountains diversify recreational opportunities. Heber City has a location advantage over most communities with adjacent access to wild mountain areas and water bodies. These areas provide for additional activities, including fishing, boating, winter sports, ATV riding, motorcycle riding, mountain biking, hiking and equestrian activities. Heber City's location, setting and amenities are exceptional for outdoor recreation.

What Could Heber's Future Outdoor Recreation System Look Like?

Heber's recreation system should become an integrated network that promotes regional activities by the County and a more local emphasis for the City. The trail system becomes a part of an overall active transportation system in Heber that focuses on creating better connections to desired destinations within the community and to regional locations. Increased trail connections, internal trails, event spaces and more parks is the desired

local emphasis. Trails could connect throughout the County to a variety of destinations, into the mountains and along wetlands and streams. Trails may be constructed as wider sidewalks in some locations due to right of way considerations and to assure connectivity. Working together with the County, some regional park locations could be combined with other more local activities. Defining the relationship between the County and the City and then institutionalizing it for current and future generations is an important part of Heber's recreation future.

Establishing a trails coordination system, with a dedicated staff, could move the Heber Valley closer to its goal of a connected regional trail network. A shared trail coordinator model already exists in Cache Valley, which has very similar geographic characteristics to Heber Valley. The trail coordinator in Cache Valley is funded through contributions from each city and town, as well as the County. The coordinator seeks grants and donations, oversees construction, coordinates between communities and provides a central focus to the Countywide efforts. It has been a very successful program.

Recreation: Ideas from Residents

Resident input in the visioning process prioritized recreational uses, with trails being particularly important. When asked about trails, two thirds of vision survey participants said they are **most excited about a lake-to-lake trail** connecting Jordanelle Reservoir and Deer Creek Reservoir. Survey respondents also consistently desire a Countywide trails system. A recreation brand has also been suggested for the community.



Strategies - Improving and Diversifying Trails

1. Heber City should work with Wasatch County, UDOT, MAG, Midway, Charleston, Daniel, Hideout, local non-profits and other jurisdictions to collectively pay for a Wasatch County regional trails coordinator.
 - The coordinator will be funded by multiple jurisdictions and respond directly to paying jurisdictions.
 - The coordinator will oversee trail funding, including grants, general funds and fund raising.
 - The coordinator will oversee construction of trails.
 - The coordinator will oversee trail maintenance and volunteer efforts.
 - The coordinator will implement the

- coordination of trail construction and planning between the cities, the County, MAG, UDOT, and non-profits.
2. Plan and develop a lake-to-lake trail, connecting Jordanelle Reservoir to Deer Creek Reservoir.
 - The lake-to-lake trail should have multiple trailheads and access points.
 - The lake-to-lake trail should have multiple fishing access points.
 - The lake-to-lake trail should be planned for multiple user groups.
3. Continue to improve trails to valley and mountain amenities. Trails provide access to the City's beautiful setting, including nearby canyons, mountains, lakes and the Provo River.
 - The Trails Plan emphasizes the ability of residents and visitors to connect with

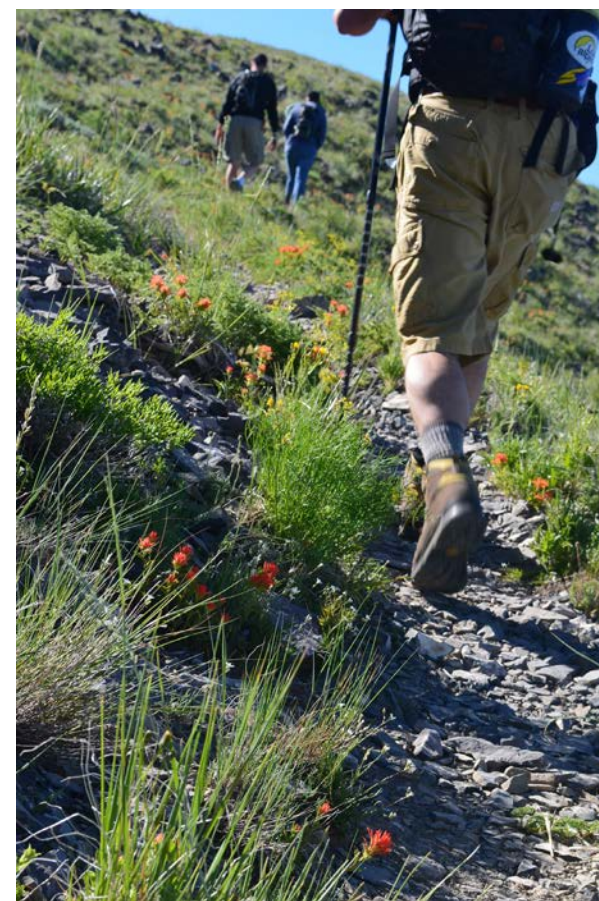
natural areas from their front door.

- Trails are designed to be safe and separate from traffic as much as possible. Safe is defined as minimizing vehicular conflicts and roadway crossings.
- Trails should connect to downtown, centers, parks, schools and other key destinations. Parks should feature interior trails. Some trails should provide a "collector" road type function, anticipating greater usage.
- Parallel trails to canals and streams can provide major corridors of open space.
- Areas with established wetlands become potential open space areas and trail connection destinations that could incorporate boardwalks, wildlife viewing areas and interpretive signage.



- Coyote Lane is emphasized as a major trail connection to the Jordanelle Mountain development. Coyote Lane or a nearby location may also need to become a road connection to the new development on the mountain plateau. If a road is required, it could be closed in the winter and provide a new cross country skiing area.
 - Trail connections with the unincorporated area are coordinated and include, as per the adopted County Plan:
 - a) Railroad Trail (Heber Portion)
 - b) Mill Road and Canal Trails
 - c) Bypass Road multi-use trails
 - d) Main Street Bike Lanes north and south of the downtown
 - e) Canal Trail Connection from Coyote Lane trailhead to the Highway
4. Update and fund the working trails plan on a regular basis.
- The working plan should be considered in all aspects of city planning. Update the plan every three years showing progress on trails and prioritizing next steps.
 - Prioritize and dedicate a portion of the annual City capital improvements plan to construct/improve new trails every year.
 - Plan and provide a budget for maintenance.
 - Create a parks impact fee that includes both parks and trails, which also accounts for the installation of parks and trails by new development.
 - Prioritize trails that are incomplete but could provide good access to desired destinations.

- All neighborhoods should be within a 1/4-1/2-mile or less from trail access points or trailheads.
- As part of the working trails plan, Heber City should develop trail user policies and post them on trailhead wayfinding signs and online. The trail user policies should





address all user types, including: horses, dogs, and people hiking, biking, horseback riding, walking, running, strolling, etc.

Strategies - Evolving Heber's Park System

1. Heber City will plan for providing usable and programmable parks for current and future populations at 10 acres per 1,000 residents. This policy will guide Heber City in acquiring the proper amount of park land to meet current and future demands. Park lands should be usable for active sports, recreation and programing. All neighborhoods should be within a 1/4-1/2-mile or less walking distance to a park. Such policies will be further explored in the forthcoming Parks Master Plan.
2. Wetlands, stormwater basins, steep slopes and foothills, although not considered active park lands (for the 10 acres per 1,000 residents

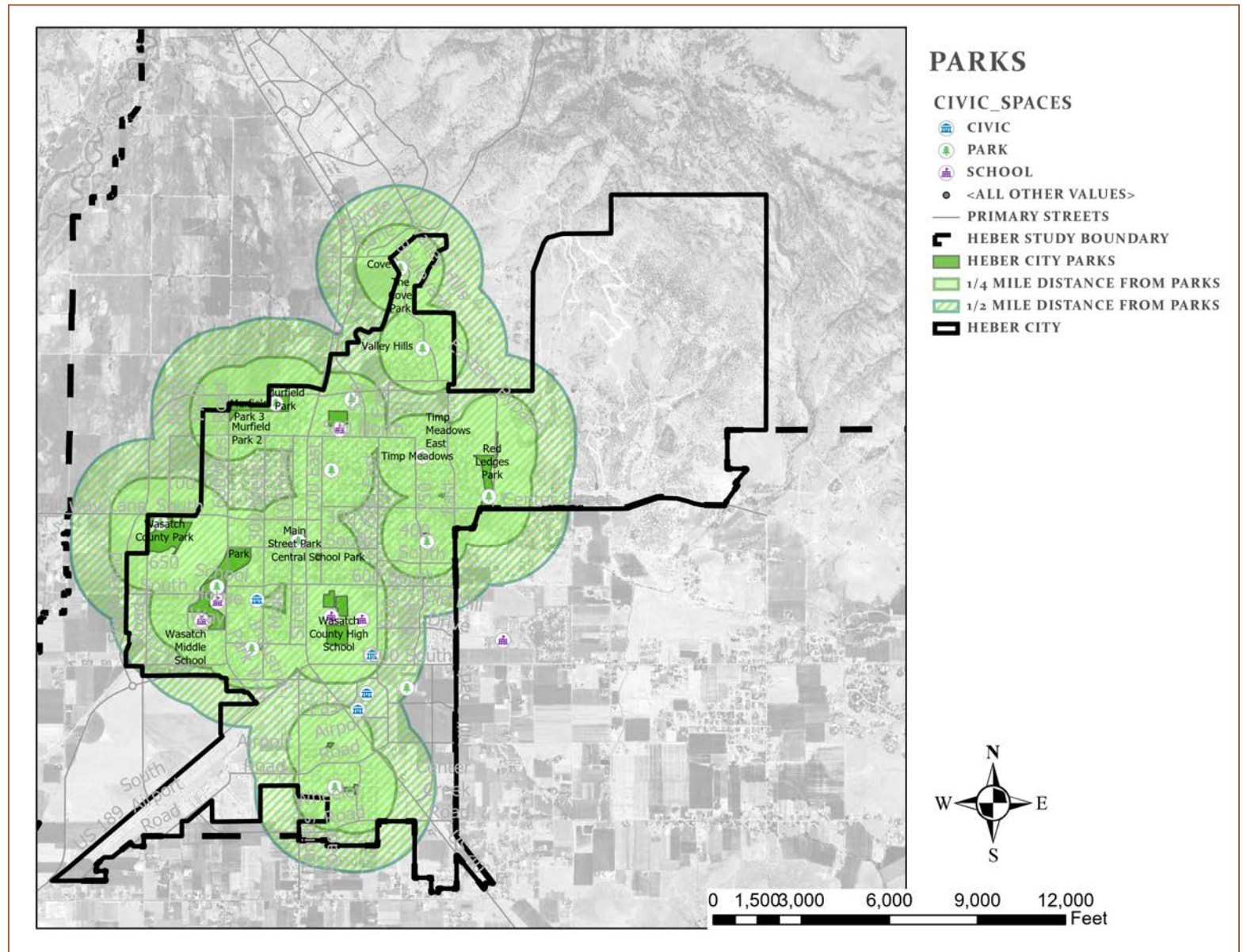
goal), do provide scenic and recreational value for other purposes and are an important part of the mix. Trails planning should consider these open space areas.

3. Walking and biking access to parks is critical for local and consistent park usage. Park efforts should be focused to create parks within 1/4-1/2-mile or less walking distance from neighborhoods of significance.
4. Parks should be somewhat equally distributed throughout the City in areas of significant population.
5. The three publicly owned open spaces (Tabernacle Square, Main Street Park, and the front lawn of the Police Station) on Main Street should be redesigned and improved to work with synergy, activating both park spaces and the larger Main Street area. These three parks need to attract visitors consistently through designs that provide a reason to



TRAILS





return again and again. It is recommended that Main Street's public spaces have at least 250 days of activities a year and these park spaces offer opportunities to achieve that goal.

6. Heber City is in the process of creating a more detailed parks master plan. The guiding plan is to be a working plan that provides both long-term vision and near-term priorities and steps.

- The master plan will identify the future park lands needed by both acreage/ population and walking distance.
- The master plan will conduct a needs assessment for both active and passive recreation needs. The plan will include a facilities and programming assessment of all existing facilities and proposed needed facilities.
- Along with park acreage and distribution, considerations for the parks master plan include a fishing pond and park, connections with trail systems and Provo River fishing access points.
- The parks master plan will include recommendations for establishing open space/recreation requirements for new development.
- The parks master plan will include funding recommendations for park land purchases, building parks, Main Street parks, and future recreational facilities and

maintenance.

- The plan will establish priorities and include a capital improvements plan.
 - The planning process will include input from residents, visitors and stakeholders.
7. In general, recreational opportunities are diverse, well-maintained and accessible.
 8. Parks design, signage and activities should help to promote the City "brand" and help promote tourism opportunities both through tournaments and outdoor recreation.





8: MOBILITY AND STREETSCAPES

Mobility and Streetscapes Vision

Heber's streets are **safe** and **inviting** for **all travel modes**, including pedestrian, bike, car and bus.



Guiding Principles

1. Heber emphasizes streets that are comfortable and inviting for people walking and biking.
2. As Heber grows it continues using a well-connected street network system, similar to the historic pioneer grid.
3. Heber maintains a system of bike routes around town with access to desired destinations and collaborates with neighboring communities on regional bike routes.
4. Heber works with neighboring communities and the County on a bus system to connect our City with surrounding cities and nearby regional centers, including Salt Lake, Park City and Provo/Orem.

Existing Transportation System

With an original Brigham Young “plat of Zion” grid, the historic core has been developed with mobility and structure in mind. The layout of the blocks

and streets creates a development pattern that is distinct, but not as functional as it once was when horses were the primary mode of transportation. Many roads lie on a very wide rights of way that are inconsistently filled with street features, including narrow asphalt widths, dirt shoulders, irrigation ditches, informal street tree plantings, and occasional curb, gutter, sidewalks and streetlights. Adjacent property owners use this extra space, mostly as a place to park vehicles. The overall appearance is disjointed but still provides an atmosphere of a rural small town. To some extent the highly rural past has defined Heber's roads over time. In the future, the wider rights of way characteristic of Heber's historic grid provide a unique opportunity for sidewalks or trails, large shade trees, bike lanes and green infrastructure for stormwater.

New subdivisions have a much more organized street appearance, with consistent roadway standards. However, they lack rural appearance, and feel “anywhere USA” due to generally conventional architecture and streetscapes.

The community has relied on US 40 to handle major traffic flows to destinations beyond and within City boundaries. Over the years, traffic on US 40 has grown significantly with rapidly expanding development in Wasatch and Summit Counties. In addition, the oil industry in the Vernal and Duchesne areas to the southeast has brought oil tankers to Main Street, exacerbating congestion and increasing noise levels.

Traffic on Main Street has grown to a point where a UDOT-sponsored western bypass alternatives study is underway. When a western bypass route is finalized and constructed, Main Street will see a significant reduction in large trucks and a reduction in vehicle traffic. A western bypass, where UDOT responsibility is shifted from Main Street to the new bypass, creates opportunities for Main Street to become a destination for business to grow and for placemaking to foster a pleasant street atmosphere.

Travel demand to access jobs near the ski resorts and in Salt Lake and the Provo-Orem areas has also increased; about four of five employed persons currently commutes out of the City.

Main Street and the bypass study are extremely important to Heber residents. Two high-response surveys were performed as part of the Main Street Study. 82% support making Main Street a more inviting corridor.

Some trails exist within Heber, but many opportunities exist to expand trails and create connections to destinations important to the community. Sidewalks may provide trail functions in some areas of the community, but they are intermittent.

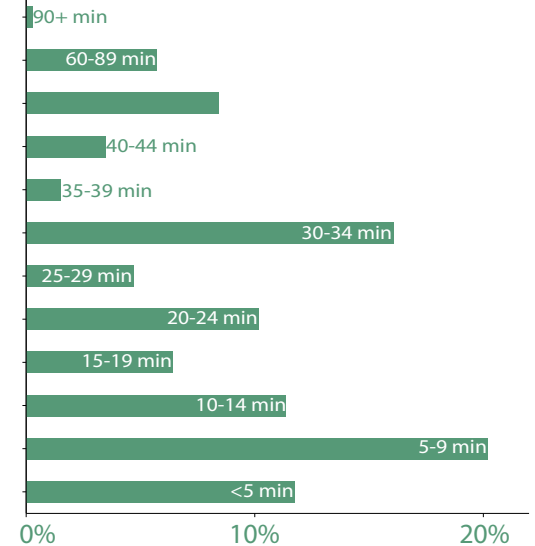
What Could Heber's Future Transportation System Look Like?

During the next decade, one of the western bypass road alternatives will likely be finalized and constructed. This will radically change Main Street by allowing the City to control how the street functions. Slower traffic speeds and roadway enhancements along the edges for pedestrians and bicyclists will change the ambiance in a very positive way. Bicycle-friendly east/west streets, with bike racks on Main Street's corners, will become the norm. Diagonal parking between 100 East and 100 West on east/west streets as they approach Main Street will assist in meeting downtown parking demands.

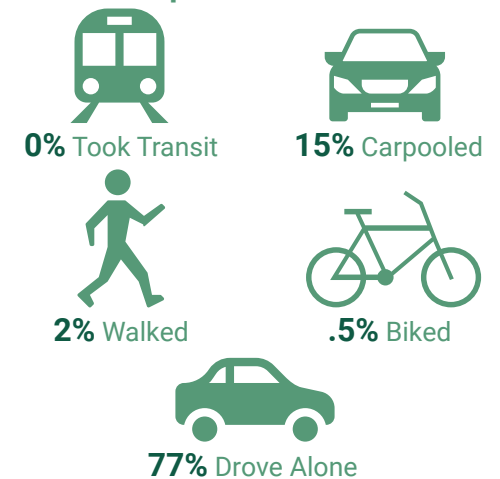
Historic streets in the downtown area will become pedestrian and bicycle-friendly, and the rural appearance will continue as irrigation ditches remain a significant feature. Reduced pavement widths and a greater use of swales will change the way new subdivisions look and function. Collector roads parallel to the major roads will act as an alternative to using US 40.

Key Facts: Heber Commuting

Travel Time to Work



Transportation to Work



Source: ESRI/American Community Survey

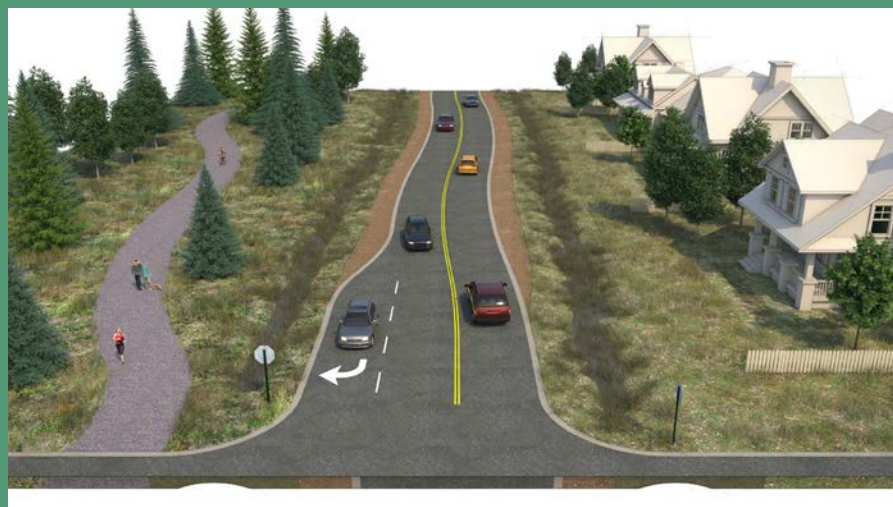
Reimagining Streets in the Historic Core



Transforming Main Street



New Ideas for Other Downtown Streets



An Option for a Mountain Connector Street

Often cities think of roads simply as conduits for moving vehicles quickly and efficiently. This may be the case for freeways or high-speed highways, but most city streets, especially residential ones, should also serve the role of public space—places where people can stop and enjoy a conversation or a meal, or where you might even find children playing. In many communities, the car-focused approach has created streetscapes that are too inhospitable for pedestrians or cyclists to use.

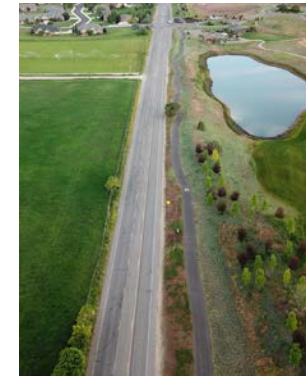
By contrast, a “complete street” design integrates diverse modes of transportation in a way that benefits the widest portion of a city’s population. A basic complete street would typically include bike lanes, comfortably-sized adjacent sidewalks and narrower traffic lanes for speed calming. Complete streets systems can also include a paved multi-use path, dedicated transit lanes, street furniture, other traffic calming devices and transit stations. Curb bulb-outs and raised crosswalks are also often used to increase crossing safety. The width and placement of these additional amenities varies depending on the size and type of facility.

Advancements in artificial intelligence will bring changes to the transportation system and individual travel patterns in the future. Self-driving cars, delivery vehicles and possibly semi-trucks may no longer need a human driver. Implications of this likely change to our transportation modes

include people starting their work day while in the car, a potential for increased sprawl as distance from work issues are reduced, the need for less on-site parking, the need for better drop-off accommodations, the potential for more vehicle sharing and, therefore, reduced traffic volume, and reduced accidents because the AI is always focused on the task of driving.

Strategies - Achieving Walkable, Safe Streets

1. Develop and adopt new Citywide street cross sections, with a focus on complete streets.
 - In new neighborhoods, consider street cross sections that provide at least 5-foot sidewalks and a large park strip to separate pedestrians from traffic. Consider alternatives such as construction of an 8- to 10-foot sidewalk on one side of City streets.
 - In mountainous areas consider a trail and street cross section where the trail is well separated from the street with natural vegetation and swales.
 - Downtown sidewalks should be 14 feet or more in width to allow for sidewalk dining.
 - In the historic core, retain the rural appearance by continuing to daylight certain designated irrigation ditches, but protect them from pollution with adjacent



Maintain and extend Heber's historic street grid pattern on flat to moderate terrain to encourage connectivity, convenience and improved appearance.



- swales that catch street runoff.
 - Allow for on-street parking, but reduce the paved width of streets.
 - Design street cross sections to reduce the conflicts between cars, pedestrians and bicycles, especially at intersections, by adding features such as bulb outs, crosswalks and bike lanes.
 - Large, thriving street trees become an important part of the streetscape. Heber becomes a Tree City USA designee.
2. Create a connectedness ordinance based on a ratio of intersections, block length and a consideration of the need for additional connections to service adjacent areas. Include incentives if the developer will lose a lot where a connection is needed.
 3. Consider the concept of parallel roads to US 40 that can carry local traffic, so not all cars have to use US 40 to move north and south.
 4. Maintain the historic grid pattern on flat to moderate terrain.
 5. Consider the use of roundabouts in locations where traffic speeds necessitate a reduction, intersection capacity is problematic and studies show a benefit. Careful consideration of pedestrian traffic issues should be included in the study.
 6. Adopt a complete streets approach for regional planning. Engage with regional planning partners and programming processes to encourage the funding of a balanced, multi-modal transportation system, emphasizing adjacent trails within Heber City's borders and in context with Wasatch County neighbors.
 7. Adopt a complete streets approach to the local transportation system design.
 - Encourage street connectivity as a priority when planning new developments and other land use and transportation planning. Consult Utah Street Connectivity Guide sponsored by Mountainland Association of Governments.
 - Consider all modes (car, bike, walking, future transit) and user needs when projects are designed and implemented in the public right-of-way. Standards should be developed and consistently applied to consider these needs.
 - Consider public health and reduce air contaminants by encouraging designs that encourage walking and biking. Consider safety, especially in the design of cross walks and trails, with trails well separated from vehicles.
 - Consider changes that make the network more safe, livable, understandable and hospitable for all modes, users and trip types, including recreational and

commuter bicycle riders, pedestrians of all ages and abilities, auto and transit users, and large freight haulers.

- Strengthen sense of community by restoring connectivity to portions of the community divided by large roadways and intersections, such as Main Street or the future bypass.

Strategies - Achieving More Trails and Bike Paths

1. Formalize an organization composed of Wasatch County, communities, UDOT, MAG, non-profits, and the County to promote a coordinated effort for trails into the mountains, trail connections between cities and trails along canals, creeks and rivers.
2. Consider a staff person designated to manage, oversee construction, seek additional funding, etc. for Countywide trails (see Parks and Trails chapter).
3. Seek regular funding to build and maintain trails.
4. Consider fundraising events and such techniques as crowd share funding.
5. Adopt trail cross sections appropriate to the user and location in the community



Trails Designed for User Safety and Enjoyment

Where possible, trails should be separate from roadways, immersing users in nature, whether enjoying bike ride in the mountains or walking along the envisioned lake-to-lake trail.





Public transportation adds an affordable and attractive option for commuting and recreation.



Tactical urbanism in Salt Lake City

Strategies - Establishing a Transit System

1. Complete the bus transit study, secure funding sources and begin structuring the system. Small buses may be warranted for the initial start up.
2. Consider a hub location at the airport and one on the north end of Heber, but also add stops downtown.
3. In addition to managing work-related trips, create alternate schedules for the ski season.

Strategies - Improving Main Street

1. Actively promote the completion of the western bypass study and lobby for construction dollars.
2. Negotiate with UDOT to discontinue their jurisdictional responsibility for Main Street and to accept responsibility for the new western bypass road. Local control of the Main Street right of way will provide more flexible options for street reconfiguration and a more pleasant environment to foster Main Street business.
3. Begin recommended improvements to Main Street to slow traffic down, as per Chapter 5 and the Main Street Study found in the Appendix.
4. Consider testing the new right of way concepts for Main Street using a temporary, "tactical urbanism" approach. For example, temporary paint and low-cost barriers could

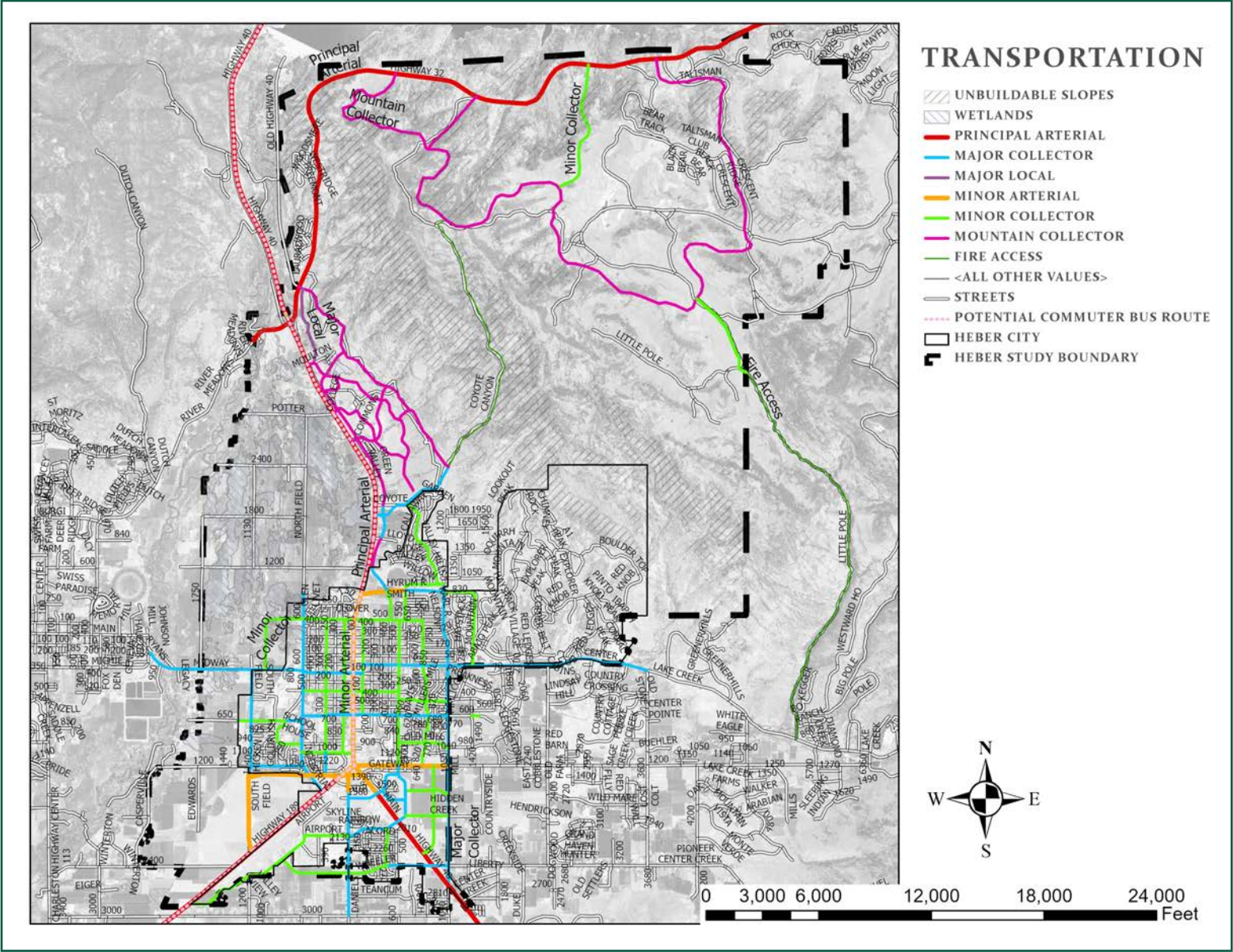
be used to illustrate how a complete street feels and functions.

How Could the Heber Valley Airport Change?

The Airport's future is currently under study. When that study is complete, this section of the general plan should be updated.

Strategies - Parking Policy Supportive of Mobility and Efficient Land Use

1. Review and update ordinances, including modern policies such as park once districts, right sizing parking for capacity, shared parking and bike and transit-related parking requirement reductions.
2. Heber City should manage on-street parking downtown and develop a parking plan that includes wayfinding.





9: JOBS AND ECONOMIC DEVELOPMENT

Jobs and Economic Development Vision

Heber's **economic vitality** enables most residents to work in town if they choose.

The City **attracts and partners with employers** in key industry sectors to locate in the **downtown**, in **new town centers**, and in the **business center** on the south end of downtown.



Guiding Principles

1. Heber fosters an environment that supports local business.
2. Heber supports and grows its emerging recreation and tourism industry, as well as opportunities in technology, research and development, professional/office, medicine/healthcare and light manufacturing.
3. Heber continues to support its historic economic status as a support center for surrounding agricultural operations and as the valley's retail and entertainment destination.



Existing Economic Climate

Located along the valley's main highway corridors and with a long history of providing the goods and services that most people need countywide, Heber functions as the "hub" community for Wasatch County. Its traditional Main Street shopping district is complemented by grocery stores, big box retail and home improvement stores. Reinvestment in Main Street will reward the City with a long-term shopping and gathering place into the distant future.

While there are quality local jobs, there is



an insufficient number relative to the City's workforce, and many jobs don't provide the income needed to live in the valley. Instead, many residents commute to job markets in Salt Lake and the Provo/Orem areas. Housing prices and rents have also risen disproportionately to income over the last ten years, making it difficult for workers earning lower wages to remain in Heber. Attracting higher paying jobs and long-term employers should be an important part of the City's economic development strategy.

Though a healthy mix of small shops and larger retail is available in Heber, a recent Lewis, Young, Robertson and Burningham study revealed some shopping and service categories that the City does not provide well. Supporting the existing retail mix and adding in missing or underrepresented categories could become a focus of an economic development plan.

How Could Heber's Business Environment Evolve?

Although being the hub city in the County creates its own synergy and market demand, it cannot be relied on to provide all that is needed for positive long-term growth. Main Street is the recognizable center that residents believe needs improvement. A revitalized Main Street with reduced traffic, a pedestrian friendly and quieter environment, mixed uses, thriving businesses and active

gathering spaces is achievable over time and can become a major force for attracting additional economic development.

A Community Reinvestment Agency (CRA) should be created to improve funding options. A CRA derives its funding from the property taxes generated by new development. Through the establishment of a project area that encompasses properties that front on 100 East and 100 West, the property taxes from redevelopment and new infill development can be captured for use by the CRA. CRA funds are required to be reinvested in a defined project area and can be used for a variety of enhancements, especially infrastructure repairs and improvements.

With considerable effort, the Heber Valley Railroad and nearby regional recreation facilities can become a cohesive recreation and arts node within the City, with a great connection to downtown along 100 South.

Emerging regional retail businesses to the north and south end of Main Street could become gateway features that clearly state when you have arrived in Heber. The City should limit further standard strip commercial growth along the highways, focusing instead on creating distinctive gateways into town. On the south end there is potential for tech businesses to thrive.

Key Facts: Heber Jobs



\$62,826

Median Household Income



705

Total Businesses



5,566

Total Employees

Employment



58% White Collar



21% Blue Collar



22% Services

1.9%

Unemployment Rate

Source: ESRI/American Community Survey

Industries Most Important to Heber's Future (top 3, according to public feedback during Heber's visioning process)

1. Recreation and tourism
2. Agriculture
3. Tech/research & development



New centers will emerge at River Road, at Utah Valley University, near the Jordanelle and up on the mountain that will have Heber's influence, as the City provides models for town center development.

More work-from-home opportunities and artificial intelligence systems are trends we can expect in the future. Encouraging more flexible home occupations will help foster additional jobs in Heber. Creating training partnerships with Utah Valley University and other organizations to address an artificial intelligence boom will be critical for continued, diversified job growth.

Strategies - Downtown Economic Development (see additional strategies in Chapter 5)

1. Create a Community Reinvestment Agency (CRA) project area, that will provide an additional source of funding for the downtown area. Include an incubator business fund using CRA funds.
2. Encourage a storefront width that promotes smaller businesses and historic architectural features along Main Street in City ordinances.
3. Include some national chains in the mix to assure additional downtown patronage.
4. Consider ordinance amendments that avoid drive-up lanes and windows facing Main

Street; consider prohibiting drive-through businesses downtown.

5. Activate Main Street public spaces so residents and visitors want to visit repeatedly, bringing people downtown consistently.
6. Initiate a branding study to provide guidance for strategy and message consistency.
7. Restructure capital Improvements, City ordinances, sign plans (including wayfinding) to promote and reinforce the brand.
8. Incorporate recognizable physical improvements downtown that strengthen the City's brand.
9. Increase the number of local and regional events.
10. Revise zoning ordinances to promote infill and redevelopment and incentivize a mixture of uses downtown, including residential.
11. Identify key historic buildings and adopt a historic preservation ordinance with incentives to preserve those sites.

Strategies - Economic Development Throughout the City

1. Promote opportunities in technology, research and development, professional/office, and light manufacturing.
2. Attract businesses that have reduced impacts on air and water quality; discourage those that increase noise pollution or degrade the

recreation environment/brand.

3. Downtown and the South Town centers provide the focus for the above sectors. Light manufacturing is best clustered in the South Town area.
4. Foster connections with Utah Valley University to create a partnership for incubator businesses and needed training for targeted professions.
5. Promote a business center, including tech businesses, associated Utah Valley University's Wasatch campus.
6. Consider emphasizing tech businesses in downtown, the South Town area and as infill in the recreation/tourism hub.
7. Consider deriving additional funding from tourism/hospitality businesses that could generate funds for citywide recreation, trails and downtown improvements.
8. Address issues with outside/inside storage developments in ordinance amendments, and prevent them from building on prominent corners or blocks.
9. Continue to promote Heber's historic economic status as a support center or hub for surrounding agricultural operations and the valley's retail, entertainment and job destination.
10. Define the historic architectural character of Heber and incorporate design standards in

City ordinances to showcase that character in new buildings downtown.

Strategies - Enhancing Retail Sales

1. Attract business sectors that are currently underrepresented in Heber, including clothing and accessories, furniture and home furnishings, miscellaneous retail trade (smaller shops), business management companies and enterprises (offices), arts, entertainment and recreation, health and personal services, goods/necessities, natural foods store, mid-grade dining (\$15–\$25 per person), used-books store, and technology stores (computers, IT services).*
2. Plan for and develop civic uses such as mid-sized plazas, a bike/scooter share hub and community fair/farmers market space.*
3. Create an economic incentive-based strategy to assist in reducing vacancy and increasing diversity in the variety of businesses in Heber.
4. Promote a chamber of commerce organization to represent local businesses, foster historic preservation and attract visitors using Heber's brand.

**As suggested by Lewis Young and Downtown Revitalization Services*

Sales Tax Leakage Analysis

- Heber City is **capturing 145% of all taxable retail sales** as compared to average taxable sales for the State of Utah.
- **Significant Leakage:** clothing & accessories, furniture & home furnishings, and miscellaneous retail trade.
- **Significant Capture:** building materials & garden equipment, food & beverage, motor vehicle, and health care & social assistance





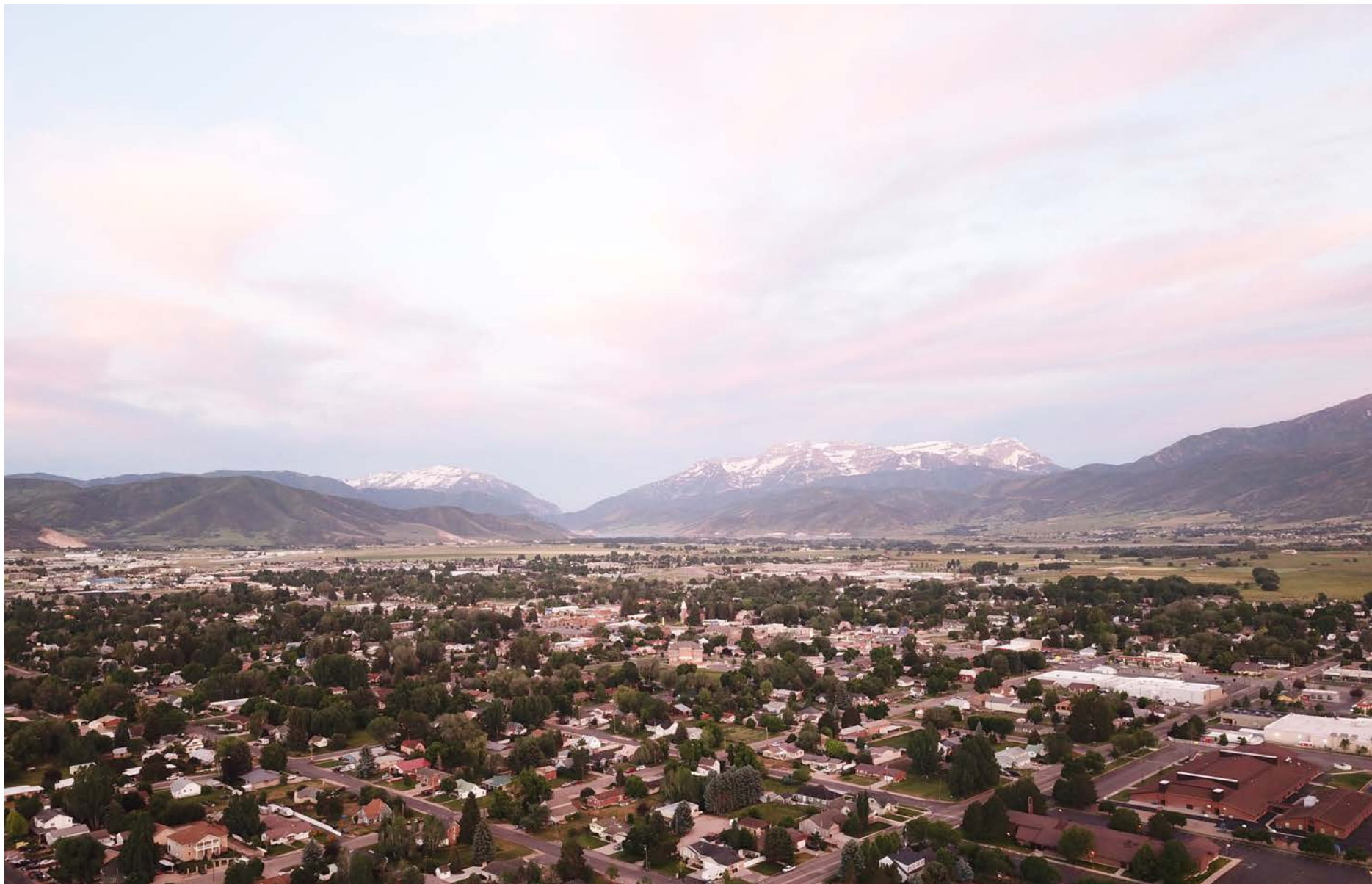
Strategies - Enhancing Long-Term Resiliency

1. Track business trends and promote a diversity of industries and professions to establish resiliency. Consider hiring an economic development professional.
2. Coordinate increased broadband services while helping to reduce costs within the City. This includes coordination of ditch digging and increasing speeds, which help to foster job opportunities, including home-based business.
3. Create more flexible home occupation ordinances to reflect work-from-home trends.
4. Establish ordinance changes to promote solar power and charging stations.
5. Work toward a partnership with Heber Light and Power to achieve greater emphasis on renewable energy sources.
6. Set the example for renewable energy through municipal purchases of electric vehicles, solar power installations, scooters, and on-site public charging stations.
7. Embrace transportation options that minimize pollution by reducing individual vehicle trips (see Chapter 8, Mobility and Streetscapes for more detail).
8. Improve the walkability and bikeability of Heber City.
9. Work with transit agencies to provide mass transit options.

10. Enhance the regional economy with supportive street design.

- Provide for freight trucks on designated routes and at critical network connections.
- Increase the economic value of business districts and neighborhoods through more transportation choices and community amenities; focus on cost savings through full utilization of existing infrastructure.







10: GENERAL PLAN PRIORITIES



Higher Priority Strategies

All of the strategies in the various chapters are important, but the sheer number of potential strategies becomes unwieldy for City staff to determine where to start and how to measure progress. Some strategies can be postponed and included in later initiatives, but there are priorities that should be addressed more quickly.

The Steering Committee helped set the priorities that follow, along with the City's staff and planning consultant. Higher priority strategies are those in which there is consensus about addressing the strategy as soon as possible. Lower priority strategies are important but have less consensus about their urgency.

Quality Neighborhoods

1. Consider areas for mixed use housing and mixed housing types, especially adjacent to the downtown and in emerging centers.
2. Consider land use changes to grow the

connection between Historic Downtown the Recreation and Arts District along 100 South. Consider tourism-based businesses, and more flexible options for homeowners, such as more flexible home occupation ordinances, live/work opportunities, bed and breakfasts and other residence-based businesses.

3. Open space amenities should be a central feature in a neighborhood and may include parks, plazas, trails, community gardens, small plot farms or other space that can be used by residents. Quality open space amenities include long-term management and maintenance plans.
4. As part of a new zoning ordinance, create incentives or new zones to enable rural and mountain residential clusters that permanently designate open space for agricultural, natural, passive recreation or shared equestrian uses.
5. In new neighborhoods at Jordanelle Mountain, Lakeside, North Village, and Utah Valley University Village create walkable, compact

neighborhoods with significant natural open space and mountain-themed town centers.

6. Consider an incentive-based system with a base lot size that can be reduced by achieving city goals for open space, walkability, trails, views and stormwater reduction.
7. Support redevelopment and enhancement of existing homes in the Historic Core.
8. Include quality building materials and architectural standards as part of the new ordinances.
9. Explore ways to reduce air pollution from homes and businesses and improve efficiency.

Summary

These strategies reflect an emphasis on mixed use/infill, the Recreation and Arts District, open space, clustering, housing quality, clear skies and downtown.

2020 Moderate Income Housing Plan Work Efforts

1. Update the accessory apartment ordinance to eliminate barriers.
2. Continue to require deed restricted housing aimed at the 50% AMI and below category, and track City progress.
3. Track spending of the affordable housing fund

and emphasize workforce housing.

4. Study the pros and cons of waiving building permit fees for qualifying projects or portions of projects. Track additional units produced.
5. Consider areas for mixed use housing and mixed housing types, especially adjacent to the downtown and in emerging centers.
6. Create a mixed housing types cluster subdivision ordinance.
7. Consider an update study of the fee-in-lieu program to assure that fees are reasonably commensurate with actual construction costs.

Centers and Gathering Places

1. Create a Downtown Development Authority, such as a Community Reinvestment Agency.
2. Increase activity downtown. Activate downtown through public spaces (streetscapes, alleys, and the three parks) that attract people, so that residents and visitors want to return over and over again.
3. Conduct a downtown placemaking and recreation branding study, and reinforce findings through City ordinances, programs and visible improvements.
4. In the South Town tech center, through ordinance revisions, incorporate more town center characteristics.

5. Create a parking plan and management strategy.
6. Promote historic architecture in the Historic Downtown District, and promote interesting “mountain modern” architectural building features at the four new centers.
7. Prevent standard strip commercial development through ordinance modifications.
8. Assure dark sky compliance for all lighting in all centers.
9. In the Recreation and Arts District, develop an economic development strategy to begin transitioning to more consistent uses.

Summary

These strategies reflect an emphasis on Downtown, South Town, architectural features, dark skies and the Recreation and Arts District.

Open Space and Rural Character

1. Consider bonding as an important open space preservation strategy.
2. Develop a system to purchase or transfer development rights (TDR) with implementation through the zoning ordinance. Consider crowd sourcing funding, density transfers, etc.
3. Review and update rural zoning ordinances. Rural zoning should have a minimum 20-acre

lot size.

4. Partner with non-profits, such as Utah Open Lands.
5. The City could explore ways tourism could financially support open space preservation through a hotel tax or recreation fee.

Summary

These strategies reflect an emphasis on preserving and creating open space through various techniques, including bonding and the use of tourism dollars.

Outdoor Recreation, Parks and Trails

1. Heber City will plan for providing usable and programmable parks for current and future populations at a ratio of 10 acres per 1,000 residents.
2. Plan and develop a lake-to-lake trails system, connecting Jordanelle Reservoir to Deer Creek Reservoir.
3. Continue to improve and connect trails to valley and mountain amenities. Trails provide access to the City's beautiful setting, including nearby canyons, mountains, lakes and the Provo River.
4. The three publicly owned open spaces (Tabernacle Square, Main Street Park, and the front lawn of the Police Station) on Main

Street should be redesigned and improved to work synergistically to activate Main Street.

5. Parks design, signage and activities should help to promote the City "brand".

Summary

These strategies reflect an emphasis on creating new trails along the Provo River and to valley/mountain amenities, activating Main Street parks and providing more parks internal to the City.

Mobility and Streetscapes

1. Develop and adopt new Citywide street cross sections, with a focus on complete streets, 5-foot minimum sidewalks, larger park strips, narrower street widths and swales.
2. Begin recommended improvements to Main Street to slow traffic down.
3. Consider the use of roundabouts in certain studied locations.
4. Actively promote the completion of the western bypass study and lobby for construction dollars.

Summary

These strategies reflect an emphasis on new street cross sections that promote swales and adjacent trails, improving Main Street, considering roundabouts and completing the bypass.

Jobs and Economic Development

1. Create a Community Reinvestment Agency project area.
2. Activate Main Street public spaces so residents and visitors want to visit repeatedly.
3. Revise zoning ordinances to promote infill and redevelopment and incentivize a mixture of uses.
4. Promote a business center, including tech businesses, associated with Utah Valley University.
5. Promote opportunities in technology, research and development, professional/office and light manufacturing.
6. Create an economic incentive-based strategy.
7. Attract businesses that have reduced impacts on air and water quality and decreased noise pollution.

Summary

These strategies reflect an emphasis on Main Street by creating a new financing tool (CRA), mixing uses, providing more jobs in a coordinated manner with Utah Valley University, attracting clean jobs and developing an incentive-based economic development plan/strategy.





APPENDIX



Documents in the Appendix

The Appendix contains a series of documents listed below:

- Heber City Downtown Study (Downtown Redevelopment Service)
- General Plan Land Use Study (Lewis Young Robertson & Burningham)
- Moderate Income Housing Plan
- Presentation: Vision Celebration and General Plan Kick-Off (August 28, 2019)
- Presentation: Workshop Values Summary (March 20, 2019)









Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Review Ordinance 2023-39 Updating the C-3 Zone, Parking Regulations and C-3 Design Criteria
RESPONSIBLE: Tony Kohler, Jason Norlen
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

With the Envision Central Heber Vision adopted on September 5th, it provides guidance for several implementation efforts. The Vision suggests amending key zoning policies for implementation including the C-3 Zone Purpose and Objectives, C-3 Zone Uses and C-3 Zone Design Criteria. Other Vision suggested implementation zoning strategies will be addressed in 2024 as a follow up, such as C-2 and C-4 zone updates, residential transition zone (a new zone) and infill strategies.

In addition, recent discussions have suggested eliminating the parking requirement for retail and restaurant uses and establishing a lower parking requirement for residential uses in the Downtown/C-3 zone.

RECOMMENDATION

Staff recommends Council discuss the proposed text of Ordinance 2023-39 and provide feedback for changes for adoption at the December 19 Council meeting.

BACKGROUND

The Envision Heber 2050 general plan was adopted a few years ago. It covers the downtown area but not in the detail needed for developing priorities/steps for the City to consider in implementation. Updates to the C-3 and parking chapters are being presented concurrently with the General Plan updates. In addition, People+Place will be trying to wrap up the general on-going ordinance updates by the end of the year.

Anticipated future ordinance work during 2024, includes:

1. Review the Flag Lots requirements and Frontage/Areas to increase housing flexibility for Central Neighborhoods
2. Review and update the Midway Lane Overlay District Update
3. Create a Downtown Transition Zone Overlay District
4. C-2 and C-4 Zone Uses/Design Standards Districts Update
5. Potential map changes to conform the zoning with the Vision
6. Potential Rezone of I-1 Zoned areas around 600 West

In a previous update the three zones C-2, C-3, C-4 were combined into one chapter. Uses were updated including no additional car/RV sales in the C-3 zone. This new draft continues that update and adds a series of design standards covering materials, a build-to line, height restrictions near City-owned property, and an emphasis on historic design.

The historic design section is based on Lane Lythgoe's sketch, currently housed in your "Design Guidelines". The concept promoted here allows the developer some design discretion/choices, except for the storefront requirements along Main Street, while assuring that the end result reflects historic design. From the many features shown in the sketch, the developer needs to pick at least 4. This is a staff suggested reduction after the input received in the Planning Commission's public hearing. This allows some flexibility and choice for the developer after incorporating storefront designs along Main Street.

The changes are limited to the C-3 zone. Partially this is due to the new noticing requirements (hopefully changing in the 2024 Legislative session) that require a mailed notice to all of the property owners in the C-3 zone. If we included the C-2 and C-4 zones in the proposed changes, the mailout would be huge/costly and the main priority of addressing what needs to be done in the C-3 zone could be highly watered down, by other issues presented in the other two zones. With an intent to complete the C-3 updates by the end of the year, this seemed counterproductive. We will get back to those updates next year.

Summary changes in the C-3 zone

1. Slight expansion of the chapter purpose
2. Added arts type uses, no drive-ins allowed (no policy change there), added Hotels back as CUP, restricted commercial parking so that private paid parking lots don't front on Main, dropped hospitals out of the C-3, residential use on first floor not allowed on Main, corner plazas.
3. Build-to line as opposed to zero front setback allows flexibility for outdoor dining – setback not allowed to include vehicular traffic/parking aisle drive through accesses.
4. Many design features required covering storefront windows, awnings, main entrance doors, building length
5. Building materials are limited
6. Historic design features based on the sketch
7. Adaptive reuse covered with some incentives. Removal of false facades required.
8. Residential use open space requirements or a payment in lieu

9. Height – 3 stories unless a stepback is included then can go to 4 and limits height around publicly owned land (City Park and City Hall areas)

Parking chapter change

Eliminated the parking requirement for commercial uses with just 1 space required for residential units, and provided on-street striping for a corresponding number of spaces, the normally required parking spaces, on the adjacent blocks. Residential uses are required to have one on-site parking space per unit. See Exhibit 2.

Public Open House input (October 11th)

An open house was held to allow for public input concerning the updates to the C-3 zone. Every property owner was sent a notice for the open house and for the public hearing on the 24th. Attendance was mostly from potential candidates for the upcoming election, planning commission members, the Mayor, and several property owners. General comments were supportive but focused on the following:

- The need for a parking garage to allow for more on-site development – an options analysis is in process from Zions Public Finance
- Should 100 East and West become one-way streets?
- Continue to allow the drive-up restaurants but the drive-up window not facing Main Street is reasonable
- Concerns about the chain store prohibitions, although the flexibility in the definition is greater than some other communities. Even with a more restrictive ordinance in Park City, one meeting participant said he sees many national/international chains on the PC Main Street.
- Will the requirement for at least 6 historic features (now changed to 4) from the Lane Lythgoe sketch (6 of 14 shown on the sketch) be enough to provide the historic flavor for new buildings within the C-3 zone? We may get some input from the State Historic Preservation Office, prior to the meeting.

DISCUSSION

The Planning Commission held a public hearing on October 24, 2023, and continued the discussion of the C-3 zone updates. The priority issues for discussion included: parking, materials, historic features, and chain store prohibitions. The following is intended to discuss those issues that the PC discussed in greater depth to provide an understanding of their concerns, and the basis for their recommendation.

Parking

As previously discussed, the Parking ordinance is suggested to be amended to eliminate parking requirements for commercial uses and lower the requirements for residential use to one on-site parking space per unit. This suggestion is based on input from Roger Brooks so that more of the space on a lot can be devoted to buildings instead of parking lots. It is intended to be an incentive for development to occur in the Downtown.

An alternative was offered that places some burden on the development community to assist the City with the parking issue. Each development would be required to stripe an equal amount of parking, equal to what they normally would have been required, but limited to the block they face. The striping would occur on the adjacent street and would need to include street improvements where none exist (only the one side of the block). The Central Heber Vision did suggest that on-street parking could temporarily address the parking needs for development Downtown. Longer term needs for an off-street surface parking lot or a parking structure are not actually a zoning responsibility. Recent contact with Zions Public Finance provided these financing options, for your information:

1. Best source, and most commonly used source for parking garages is tax increment (CRA generated).
2. City could issue sales tax bonds and make payments with parking garage fees
3. City could create a Special Assessment Area (SAA) but this is not likely as many property owners would likely object. The legal threshold to enact is having at least 60% of the property owners agreeing. If 40 percent object, it can't be created. Most City Councils would be hesitant to create a SAA if there were considerable objections (10%-20% perhaps)
4. Local Districts – Jonathan and I don't think you can legally create one for the purpose of building a parking garage. The State Code section (17B-1-202) describes the services allowed under a District. Our guess is that parking garages are not included because they aren't considered a "legitimate public service".
5. P3 partnership – a public entity can contract with a private entity to construct and maintain a particular service but the revenues would have to be sufficient to make it attractive to a private entity. I've seen this done with fiber, toll roads, hospitals, but haven't seen it done with a parking garage.
6. Business Improvement Districts – these are purely voluntary groups and have no legal powers to issue bonds or to require member payments from year to year.

Materials

The following text is from the draft and includes some amendments since the hearing based on comments at the hearing:

New development in the C-3 zone shall incorporate common, locally found materials such as granite, stone, sandstone, or brick as part of the first floor façade of each building for at least 75% of the first floor, excluding the windows. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, except if located on an the side upper floor of a building or on the side or rear or upper floors façade. Where used they shall be sculpted to resemble brick, and/or sandstone blocks.

The above changes would assure the integrity of storefront design on the first floor and allow more flexibility on upper floors. The updated draft includes the above language.

Historic Features

Historic features are insured in two ways. The first is a basic requirement for first floor storefront design along Main Street. This includes windows at 50% of that first floor face, transom windows above, and a bulkhead below. The second means of assuring historic design, is to choose 4 features

from the Lane Lithgow sketch, not including the three required items above. This provides the developer the ability to choose the features that they want to incorporate into the building, instead of dictating everything. The 4 feature requirement is a reduction from the previous draft where 6 were suggested.

Chain Stores

Again, this is Roger Brooks' suggestion. The definition that was reviewed is a more flexible version of Park City's chain store definition. Several have noted that Park City may not have been following this definition in recent years. Checking on Midway, it appears that their architectural design requirements have prevented most chains from locating there. A "chain store" definition is not found in their definitions chapter.

One could imply from the above that if we have the historic design, that in and of itself could prevent or limit chain stores from locating there. There are also arguments to be made that some chain stores can benefit the community and the prohibition could prevent some desired stores from locating in Heber. It may be logical to postpone the chain store decision for a future discussion. The Planning Commission recommended letting the historic design requirements control the chain store interest in locating in Downtown.

Just making "chain stores" a conditional use is **not an option**. Conditional uses are administrative uses and if they meet the standards of your ordinances, and mitigate any actual detrimental effects, they should be approved.

Restaurants with Drive-up windows

As this draft has progressed, the idea of allowing restaurants with drive-up windows has been debated back and forth. The current adopted version of the C-3 zone does not allow them and that policy is maintained in the attached draft. Drive-ups would be allowed in the other "C" zones.

FISCAL IMPACT

Potential to incentivize growth in the Downtown. Funds for processing and drafting are already available from the Downtown and ordinance update processes. Zoning ordinance updates are only one part of the Vision – there are many capital projects needed to meet the Vision.

CONCLUSION

These basic ordinance updates would help implement the Central Heber Vision in the C-3 zone.

ALTERNATIVES

The Planning Commission's public hearing draft is included as exhibit 1 to provide additional context concerning their deliberations. Parking alternatives that the PC reviewed are shown as exhibit 2. A clean version of the C-3 zone, incorporating the PC's recommendation is including in Exhibit 3 and the final parking recommendation is Exhibit 4.

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Exhibit 1 PC PH Version
2. Exhibit 2 PC Parking Alts
3. Exhibit 3 PC Recommended Draft
4. Exhibit 4 PC Parking Recommendation
5. HL&P PP Presentation

Exhibit 1 (PC's public hearing version)

18.28 Commercial Zones

18.28.010	Purpose and Objectives
18.28.020	Application Requirements
18.28.030	Permitted and Conditional Uses
18.28.040	Development Standards
18.28.050	Additional Regulations
18.28.060	Gross Floor Area of Buildings Limitations for Retail Business
18.28.070	Gasoline Pump Island Locations and Lighting
18.28.080	Related Provisions

18.28.010 Purpose and Objectives

- A. The C-2 commercial zone has been established to facilitate the development of attractive entrances to the City. To reduce the conflict between commercial and residential uses along principal highways and streets adjacent to the central commercial districts and to facilitate the orderly expansion of commercial uses out from the central commercial districts. Incorporating some of the historical architectural styles evident on Main Street is suggested for development in the C-2 zone.
- B. The C-3 central commercial zone has been established as a district in which the primary use of the land is for business, a mixture of uses, and community activities purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping, community gathering place, and financial center for the City and surrounding territory. For this reason, the zone has been located in the central part of the City, where the street pattern makes the ~~business buildings~~ variety of uses readily accessible to all parts of the City and surrounding region and where business and shopping, and engaging activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets and ample pedestrian ways for the convenience and safety of the public. It is the historic core of the City with an historic architectural style and variety, that is distinct from the rest of the City.
- C. The C-4 general commercial zone has been established as a district in which the primary use of the land is for business, recreation, and hospitality purposes.

18.28.020 Application Requirements

All permitted, and conditional uses are required to submit a site plan as part of an application available online and at the City offices.

18.28.030 Permitted and Conditional Uses

The following chart describes the uses that are appropriate in each commercial zone:

- A. Symbol definitions: **P** = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved when and if they meet the ordinance standards. **C** = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited.
- B. If a use is not specifically designated below, then it is prohibited.
- C. All uses listed in the use table that require a building permit shall also require a site plan application.

Commercial Zones Permitted Use Table

LAND USES	C-2	C-3	C-4	Limitations
<u>Arts and arts-related uses, including the crafting of products for sale</u>		<u>P</u>		
Caretaker dwelling	P	<u>P</u>	P	
Kennels, if located more than 400' from a residential zone	C			
Home Occupations	P	P	P	
In-Home Daycare/Pre-School	P	P	P	
Mixed uses within a building	C	C*	C	<i>The Main Street-facing ground floor is required to be non-residential</i>
Bed and Breakfast Inns	P	P	P	As regulated by Section 18.108.034
Religious institutions, schools (public and private), and other public buildings	P	P	P	
Commercial Day Care Center and/or Pre-School	C	C	C	
Group Homes	P	P	P	
Fraternity/non-profit buildings, clubs, lodges	P	P	P	
Funeral establishments, mortuaries, and wedding chapels;	P	P	P	
New and Used car lots	C			No car lots permitted north of 600 South
Gymnasium/physical fitness /Spa establishments (may include massage)	P	P	P	
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones
Recreation vehicle courts	C		C	As regulated by Section 18.96
Utility buildings, transmission lines, and structures, Electric substations	C	C	C	
Small Cell Installations	C	C	C	
Telecommunication towers	C		C	See Telecommunication Ordinance 18.110. Towers shall incorporate a stealth design
Public Utilities, Shops and Storage Yards, and Public Buildings	P	P	P	
Public Water Reservoir/ Public Storage Tank	P	P	P	

LAND USES	C-2	C-3	C-4	Limitations
Gas/convenience store with or w/o car wash	C		C	
Car Wash	C			
Retail Shops/Services	P	P*	P	
Big Box Retail (60,000 square feet and larger)	C			
Financial Institutions	P	P	P	Excludes check cashing and loan stores
Sit Down Restaurants	P	P*	P	
Restaurants with drive-thru facilities	P		P	No drive-thru windows facing the street
Professional offices, Business Medical/Dental/Optical Office/Clinics and Laboratories	P	P	P	
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C	<u>C</u>	C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	<u>Not allowed within 100' of Main Street in the C-3 zone</u>
Craftsman Industrial style Light Manufacturing	C	C	C	<i>Within an enclosed building and including a retail component</i>
Manufacturing and processing	C			<i>Within an enclosed building</i>
Indoor and outdoor welding and sheet metal shops	C		C	Only allowed south of 1200 South in the C-2 zone. Only artistic welding in the C-4 zone (no sheet metal shops).
Warehouses, trucking, and associated storage buildings	C			<i>Truck parking and outside storage are not allowed within 60 feet of any public street</i>
Hospitals	C	<u>C</u>	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street-facing facade
Wholesale establishments with stock on-premises and a retail/office component/store but not a storage warehouse	C			
<u>Attached Residential Developments (3 units and up)</u>		<u>P</u>		<u>Shall not occupy ground floor facing Main Street except for residential entrances and amenities.</u>

*** Conventional Chain Business.** Conventional Chain Business is a business, including but not limited to retailers or restaurants, which maintains one or more of the following standardized items which cause it to be substantially identical to more than 20 other businesses regardless of ownership or location at the time of the application: (1) standardized menu or merchandise with

50% or more of in-stock merchandise from a single distributor bearing uniform markings; or (2) a standardized array of products or merchandise; or (3) uniform apparel; or (4) standardized architectural design, the layout of facade, decor or color scheme and signs; trademarks, and service marks or logos, or similar standardized features. Such stores are not allowed in the C-3 zone.

18.28.040 Development Standards

- A. In the C-2 and C-4 Commercial Zones, there shall be no area, width, and location requirements except that all buildings and structures in the C-2 and C-4 zones shall conform to the requirements of the adopted Heber City C-2 and C-4, ~~and C-3~~ Design Standards and Guidelines. In the C-3 zone a build-to front setback line is required ranging from 3' to 15'. This means a building can be placed anywhere within that 3' to 15' area. This is established to encourage outdoor dining space. See sections L-O for height restrictions.

B. Entrances and Windows

C-3 zone - entrances to the first floor of buildings shall front a public street, plaza or courtyard. Main entrances shall be covered or recessed using angular side walls to create a larger opening into the first-floor use. On double or triple-frontage lots, main doors are required where the greatest amount of pedestrian traffic is anticipated. When facing Main Street or within 100' of Main Street on a perpendicular street, all windows shall constitute at least 50% of first-floor street-facing facades, and 25 percent of all upper-story street facing facades. First-floor windows shall include transom and bulkhead features to assure historical complementary design. Windows shall be at least 50 percent transparent. Street facing windows that are not on the same façade as the main building entrance, may cover the first-floor windows with non-advertising window films using a mountain (including flora and fauna), mill, orchard, pioneers, agricultural, or mountain-related sports theme. Living screens may replace up to 50% of the window requirement for the lowest anticipated pedestrian traffic frontage. Mirrored windows are not allowed.

For residential units, balconies shall be required for at least 50% of the units. In no case shall any balconies have a separation from an opposing balcony of less than 10 feet.

Windows above the first floor in the C-3 zone shall conform to the standards described in the sketch in section D, including sills, windowpanes, and a sash.

C. Building Materials

One or more of the following exterior materials of a durable or resilient nature, such as brick, stone, composite materials, metal accents, or other materials of similar quality, hardness, and low maintenance characteristics, are required in the C-3 zones.

New development in the C-3 zone shall incorporate common, locally found materials such as granite, stone, sandstone, or brick as part of the first floor façade of each building for at least 75% of the first floor, excluding the windows. All stories above the first floor shall incorporate at least 50% of the above specified materials. Stucco and EIFS are prohibited for use as materials on any façade visible from a right-of-way, except if located on an the side upper floor of a building or on the side or rear or upper floors façade. Where used they shall be sculpted to resemble brick, and/or sandstone blocks. Other materials may be considered by the Planning Director for soffits or as accents or unique architectural features. Twenty-five-year guarantee architectural shingles or other long-lasting materials are required for sloped roofs.

D. Building Length and Facades

For the C-3 zone, no new street-facing building elevation may exceed 50 feet in length without at least a 3-foot variation in the depth of the façade along the public right of way and a 2-foot variation on other facades. Residential unit balconies shall not be interpreted to meet this requirement. No single building shall exceed 200 feet in length. Where buildings are proposed of that length, a separation between that building and the next building of a minimum of ten feet is required, creating a passageway to interior spaces. Such passageways shall be downward-lighted, provide a safe pedestrian space and include vegetation in boxes every 30 feet of length. At minimum, building facades shall provide pedestrian plazas every 200 feet of building length to break up long building façades along public rights-of-way. Streetside outdoor dining areas may substitute for such plazas. Top floors shall have architectural differentiation from the other floors of the building, and rooflines shall vary at least every 100 feet, at a minimum. For first-floor uses in mixed use buildings, the appearance of small shops/storefronts with variation in the first-floor façade at least every 30 feet is required. If buildings fronting on Main Street include a permanent awning, it shall extend at least 7 feet from the storefront/façade to provide shade and refuge from inclement weather. Awnings shall be cantilevered from the front façade of the building. Such awnings shall be provided in colors that reflect colors incorporated as part of the exterior of the building.

E. Building Design Features. From the sketch below (Figure 1:Anatomy of a Main Street Building), to obtain a permitted use or conditional use permit, choose and incorporate within the building design:

C-3 zone – at least 4 of the historic features, over and above any required features.

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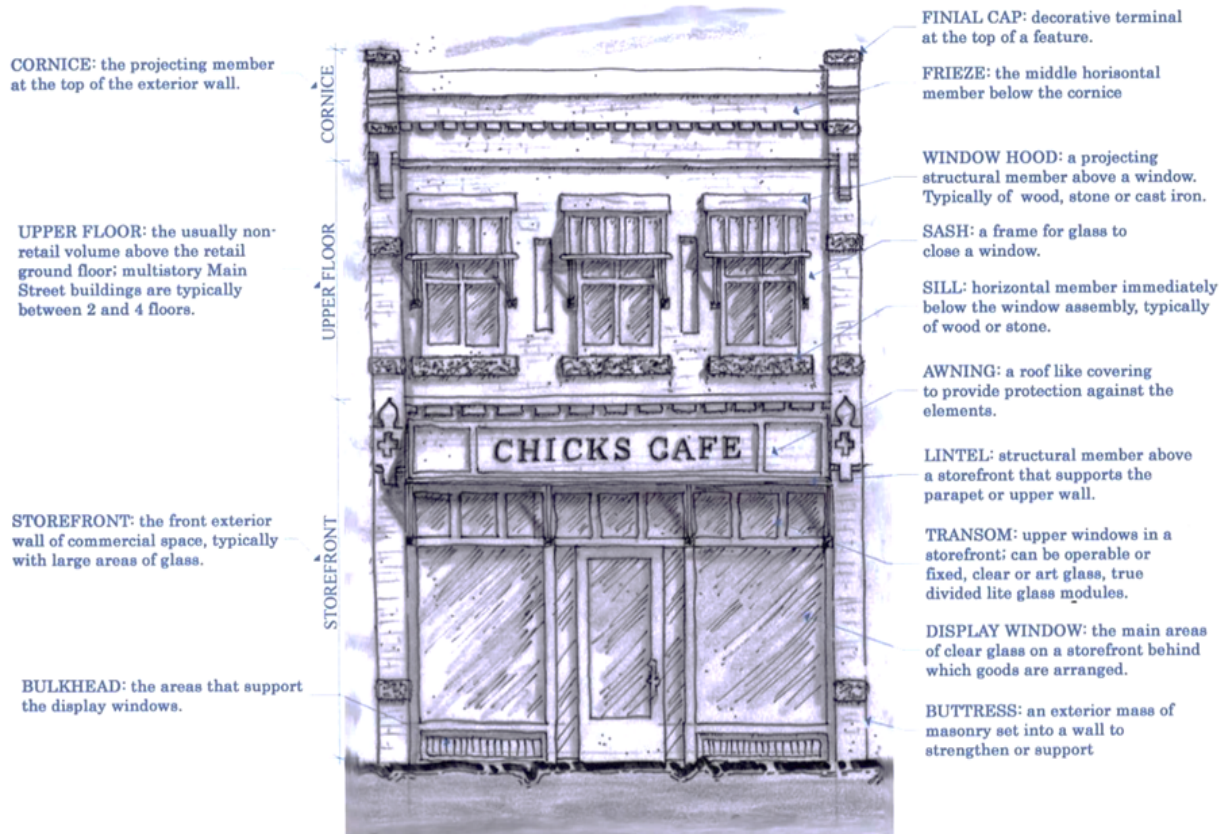


Figure 1 Sketch courtesy of Lane Lythgoe

Storefront, Bulkhead, and Transom Windows are required as per section B above.

F. C-3 Zone Adaptive Reuse – There are several existing buildings within the C-3 zone that could be reworked into a new use. The following general requirements are required:

- a. If the character of the existing building is deemed historic or historically significant, either by Federal programs or by the Historic Master Plan or by individual application to the City, due to its age (50 plus years minimum) or displays a unique architectural style or unique features, as determined by the Planning Director, then reconstruction shall attempt to retain as much of that character as possible. False facades shall be removed to reveal the original finish materials, which shall be rehabilitated, as per industry best practices for historic buildings.
- b. The ground floor facing a public ROW shall encompass retail or restaurant uses to a minimum depth of 20’
- c. The maximum height in the zone may be exceeded by up to 12’ to accommodate architectural features or an additional story. No transitional height requirement is imposed.

- d. A change of use to any use allowed in the zone, permitted or conditional, is allowed. Although a change of use may occur, no additional parking is required.
- e. Exterior additions shall be reflective of the historical character/style of the original building.
- f. All adaptive reuse proposals shall be processed as permitted uses.

G. C-3 Zone Site Furnishings: Site Furnishings: Each development shall incorporate site furnishings into the site including benches facing Main Street. One additional site furnishing shall be included from this list: a patio/seating area, pedestrian plaza with benches, play areas, kiosk area, water feature, clock tower, sculpture, bike racks, and public art.

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In the C-3 zone, lighting for streets and parking lots on the interior of the development is required. All lighting shall be dark sky compliant as required by Chapter 18.78 of Heber City Municipal Code. The applicant shall submit a plan which indicates the type and location of lights in relation to the development and designed for pedestrian/vehicular safety. Pedestrian lighting may include bollards and all lighting shall follow established themes described in subsection W of this section.

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I. Access Between Uses

In the C-3 zone, vehicular and pedestrian access is required between uses and does not force vehicles/pedestrians out to the adjacent streets.

J. Open Space and Plazas

a. For residential development in the C-3 zone, that includes residential mixed uses, the open space requirement is 20% of the gross area of the site. This open space requirement shall be fulfilled through rooftops, terraces for general resident use, plazas and pocket parks. The required common open space shall be privately maintained for general use by the residents of the building and/or the public and be usable land areas that are not occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curb-gutter-sidewalk, driveways, or alleys and shall be accessible by all residents of the development. For the purposes of this chapter, gross site area is defined as the total area of the development excluding anything in the public right of way. For development or redevelopment involving sites that are one acre in size or greater, at least 40 percent of required open space must be in the form of a plaza that is located at the front, corner or side of the building along a street, and open and accessible to the public at all times. The following requirements must be met:

1. At least 50% of the plaza's perimeter that does not front on vehicular right-of-way shall be lined by building frontages.
2. Fully enclosed permanent structures are not permitted.
3. Playgrounds are not permitted.
4. Minimum pervious surface = 30%
5. Must include seating, shade structures, and one tree (2-inch caliper minimum) per 800 sf of plaza area
6. Special features such as fountains and for sale public art installations are encouraged. Active features, that give visitors something to do, shall be incorporated into the plaza.
 - a. On-site open space/park substitution – in-lieu Substitutions in the C-3 zone

The open space/park requirement may be modified through potential substitutions for any development within the C-3 zone. Such in-lieu substitutions are intended to enhance existing parks with features or improve park land. The three parks on Main Street and the regional facilities near 600 West are the signature open spaces in the Central Heber area and are a benefit to all development in the area.

In-lieu substitutions are encouraged for the benefit of the Main Street parks and 600 West parks by application to the City Council or City Manager, under the following circumstances:

1. Cash in-lieu: the City may determine that in certain situations, accepting cash as an in-lieu substitution, where it can be shown that acceptance of those funds, is more effective by creating park improvements as opposed to smaller on-site private parks. Cash in-lieu payments shall not be accepted without a qualified appraisal process, managed by the City. The City shall be obligated, in a timely manner, to use the in-lieu funds within the C-3 zone for land purchases, open space, pedestrian system enhancements, the daylighting of streams, and/or traditional park related improvements.
2. Any land which has been already dedicated, set aside, platted, or otherwise approved as park or open space, may not be substituted or used for any purpose other than those allowed by this chapter.
3. In-lieu substitutions shall be reviewed by the City Council and/or City Manager, through an application, however, final approval of the in-lieu substitution rests with the City Council. Such approvals shall occur as part of an MDA, or prior to issuance of Final Site Plan approval or a building permit.

K. Where buildings are located on a corner in the C-3 zone that addresses Main Street, a corner plaza creating a 10' by 10' triangle outside but adjacent to the ROW is required. Such plazas shall include street furniture that allows for seating, as a minimum.

L. In the C-3 zone, height shall be a maximum of three stories ~~without a stepback~~, and shall not ~~to exceed 46 feet for the C-3 zone~~ or the three stories but may be raised another 12'/one additional story, if the building includes a stepback with a minimum of 10' depth, above the first story.

M. In the C-3 zone, buildings over two stories shall include setbacks between the second and third stories when adjacent to publicly owned properties.

N. In the areas on the west side of 100 West and the east side of 100 East, no building shall be taller than three stories.

O. In the C-2 and C-4 zones, height may be increased to 4 stories, not to exceed 55 feet if all of the following standards are met:

- a. The application includes at least 10% percent affordable housing, available to persons at 60% of the current County Average Median Income (AMI) or below that threshold.
- b. If it is a mixed-use building.
- c. If the building design includes a step back of a least ten feet between the second and third stories.

P. In the C-2 zone, buildings may be increased to 5 stories with a setback included and affordable housing is included.

Q. Any use on a parcel larger than 1 acre in a C-3 or C-4 zone or any use with a building footprint larger than 30,000 square feet, shall become a conditional use.

R. Any use on a parcel larger than 5 acres and any use with a building footprint larger than 60,000 square feet in the C-2 zone shall become a conditional use.

18.28.050 Additional Regulations

The following provisions apply within the Commercial Zones

- A. For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines.
- B. No dust, odors, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises except for normal traffic movement.
- C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight-obscuring fence or wall except for licensed vehicles in running order.
- D. All off-street parking shall be hard-surfaced as regulated by Chapter 18.72, except within the C-3 zone where some parking requirements have been reduced.
- E. All buildings located adjacent to major streets shall have at least one entrance way facing onto said street.
- F. Sale material may be displayed on business premises during normal working hours.
- G. See 18.76.050 for building setbacks adjacent to residential use

18.28.060 Gross Floor Area of Buildings Limitations for Retail Business

- A. **C-2 Zone.** No floor area limitation.
- B. **C-3 Zone.** Retail establishments shall not exceed 60,000 square feet of gross first floor area, considered the building footprint, within the C-3 Zone. As per section 18.28.040

(4), all buildings in the C-3 zone that exceed a 30,000 square foot footprint, be a conditional use

C. **C-4 Zone.** No floor area limitation.

18.28.070 Gasoline Pump Island Location and Lighting

Gasoline pump islands shall be set back from any right-of-way line to accommodate the landscape setback and proper circulation/stacking for the pumps. Each pump shall provide stacking for a minimum of two standard sized vehicles defined as 20' for each. A circulation aisle beyond the stacking area is required that allows for a circular traffic movement. Pump islands shall be so located that automobiles stopped for service will not extend over the property line. In no case shall pumps be set closer than twelve feet from any street lines, nor closer than ten feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five by one hundred feet in size. Canopies over pump islands may extend to the closest edge of any required landscaping. Any above ground fuel tanks such as propane tanks shall be located with a minimum setback from the ROW as per the IBC or 30' whichever is greater. See the Lighting Chapter 18.78, for lighting standards.

18.28.080 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions
- Chapter 18.68 Supplementary Regulations
- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2 and C-4 Zone Design Standards and Guidelines
- Heber City C-3 Zone Design Standards and Guidelines

Exhibit 2 (PC's parking alternatives)

18.72.100 Reserved **Parking Requirements in the C-3 Zone**

Given the availability of on-street parking and existing parking lots, new commercial uses and existing commercial use expansions are not required to provide any on-site parking. Residential uses, whether configured in mixed-use buildings or single purpose buildings shall provide at least 1 off-street parking space per unit. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specifications for such streets.

Alternative – In the C-3 zone no on-site parking is required for any commercial use or an expansion of a commercial use, but the adjacent block that the use fronts on, shall install stall striping in the public ROW, corresponding to the required parking spaces for the use as shown in 18.72.30 A as part of the permitted or conditional use approval process, unless the block is fully striped already. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specification. Residential uses, whether configured in mixed-use buildings or single purpose buildings, shall provide at least 1 off-street parking space per unit.

Exhibit 3 – PC recommended draft

18.28 Commercial Zones

18.28.010	Purpose and Objectives
18.28.020	Application Requirements
18.28.030	Permitted and Conditional Uses
18.28.040	Development Standards
18.28.050	Additional Regulations
18.28.060	Gross Floor Area of Buildings Limitations for Retail Business
18.28.070	Gasoline Pump Island Locations and Lighting
18.28.080	Related Provisions

18.28.010 Purpose and Objectives

- A. The C-2 commercial zone has been established to facilitate the development of attractive entrances to the City. To reduce the conflict between commercial and residential uses along principal highways and streets adjacent to the central commercial districts and to facilitate the orderly expansion of commercial uses out from the central commercial districts. Incorporating some of the historical architectural styles evident on Main Street is suggested for development in the C-2 zone.
- B. The C-3 central commercial zone has been established as a district in which the primary use of the land is for business, a mixture of uses, and community activities purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping, community gathering place, and financial center for the City and surrounding territory. For this reason, the zone has been located in the central part of the City, where the street pattern makes the ~~business buildings~~ variety of uses readily accessible to all parts of the City and surrounding region and where business and shopping, and engaging activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets and ample pedestrian ways for the convenience and safety of the public. It is the historic core of the City with an historic architectural style and variety, that is distinct from the rest of the City.
- C. The C-4 general commercial zone has been established as a district in which the primary use of the land is for business, recreation, and hospitality purposes.

18.28.020 Application Requirements

All permitted, and conditional uses are required to submit a site plan as part of an application available online and at the City offices.

18.28.030 Permitted and Conditional Uses

The following chart describes the uses that are appropriate in each commercial zone:

- A. Symbol definitions: **P** = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved when and if they meet the ordinance standards. **C** = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited.
- B. If a use is not specifically designated below, then it is prohibited.
- C. All uses listed in the use table that require a building permit shall also require a site plan application.

Commercial Zones Permitted Use Table

LAND USES	C-2	C-3	C-4	Limitations
<u>Arts and arts-related uses, including the crafting of products for sale</u>		<u>P</u>		
Caretaker dwelling	P	<u>P</u>	P	
Kennels, if located more than 400' from a residential zone	C			
Home Occupations	P	P	P	
In-Home Daycare/Pre-School	P	P	P	
Mixed uses within a building	C	C	C	<i>The Main Street-facing ground floor is required to be non-residential</i>
Bed and Breakfast Inns	P	P	P	As regulated by Section 18.108.034
Religious institutions, schools (public and private), and other public buildings	P	P	P	
Commercial Day Care Center and/or Pre-School	C	C	C	
Group Homes	P	P	P	
Fraternity/non-profit buildings, clubs, lodges	P	P	P	
Funeral establishments, mortuaries, and wedding chapels;	P	P	P	
New and Used car lots	C			No car lots permitted north of 600 South
Gymnasium/physical fitness /Spa establishments (may include massage)	P	P	P	
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones
Recreation vehicle courts	C		C	As regulated by Section 18.96
Utility buildings, transmission lines, and structures, Electric substations	C	C	C	
Small Cell Installations	C	C	C	
Telecommunication towers	C		C	See Telecommunication Ordinance 18.110. Towers shall incorporate a stealth design
Public Utilities, Shops and Storage Yards, and Public Buildings	P	P	P	
Public Water Reservoir/ Public Storage Tank	P	P	P	

LAND USES	C-2	C-3	C-4	Limitations
Gas/convenience store with or w/o car wash	C		C	
Car Wash	C			
Retail Shops/Services	P	P	P	
Big Box Retail (60,000 square feet and larger)	C			
Financial Institutions	P	P	P	Excludes check cashing and loan stores
Sit Down Restaurants	P	P	P	
Restaurants with drive-thru facilities	P		P	No drive-thru windows facing the street
Professional offices, Business Medical/Dental/Optical Office/Clinics and Laboratories	P	P	P	
Private Instructional Studio - Artist, Photography, Dance, Music, Drama, Health, Exercise	P	P	P	May include retail sales
Commercial Complex	C		C	
Hotels	C	<u>C</u>	C	See section 18.28.040 for additional standards
Commercial parking lots and/or parking structures as a singular use	C	C	C	<u>Not allowed within 100' of Main Street in the C-3 zone</u>
Craftsman Industrial style Light Manufacturing	C	C	C	<i>Within an enclosed building and including a retail component</i>
Manufacturing and processing	C			<i>Within an enclosed building</i>
Indoor and outdoor welding and sheet metal shops	C		C	Only allowed south of 1200 South in the C-2 zone. Only artistic welding in the C-4 zone (no sheet metal shops).
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Hospitals	C	€	C	
Enclosed Temperature Controlled Storage Units	C			Shall include commercial uses unrelated to the storage function on the street-facing facade
Wholesale establishments with stock on-premises and a retail/office component/store but not a storage warehouse	C			
<u>Attached Residential Developments (3 units and up)</u>		<u>P</u>		<u>Shall not occupy ground floor facing Main Street except for residential entrances and amenities.</u>

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- A. In the C-2 and C-4 Commercial Zones, there shall be no area, width, and location requirements except that all buildings and structures in the C-2 and C-4 zones shall conform to the requirements of the adopted Heber City C-2 and C-4, ~~and C-3~~ Design Standards and Guidelines. In the C-3 zone a build-to front setback line is required ranging from 3' to 15'. This means a building can be placed anywhere within that 3' to 15' area. This is established to encourage outdoor dining space. See sections L-O for height restrictions.

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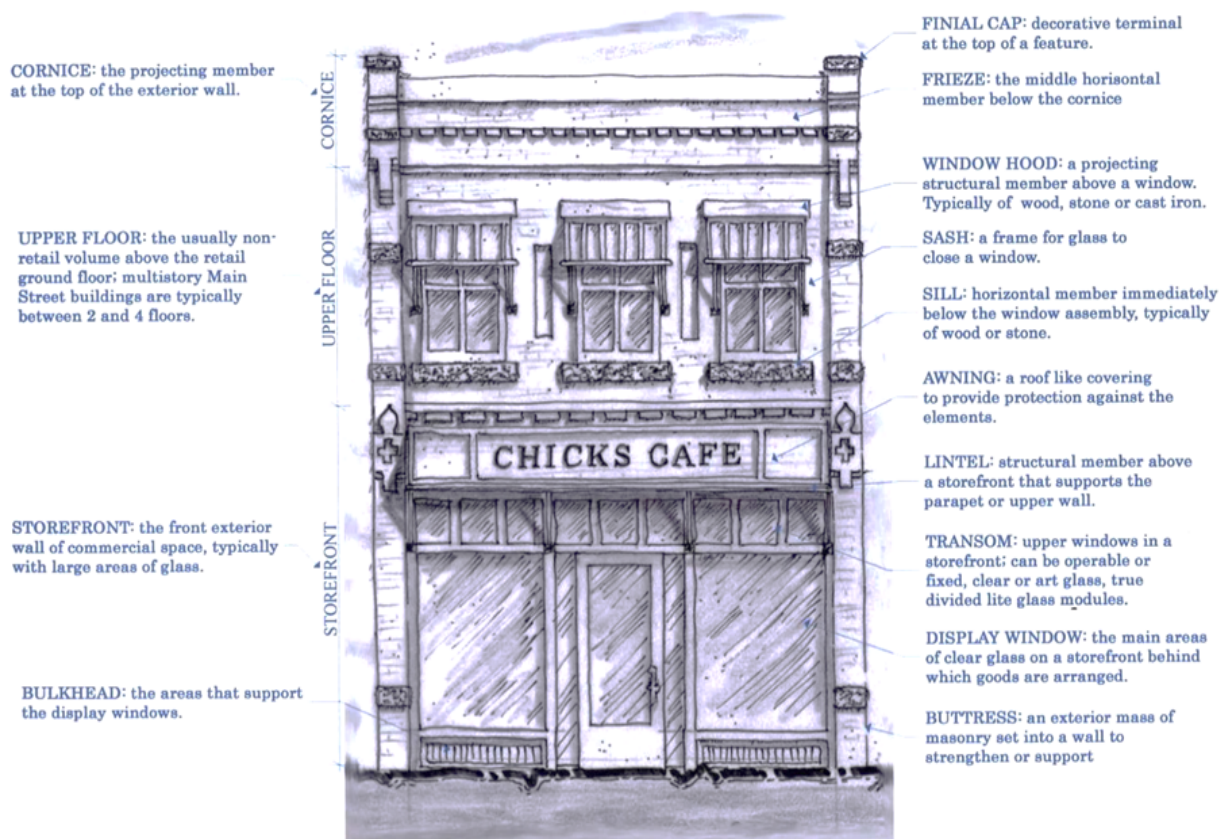


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In the C-3 zone, vehicular and pedestrian access is required between uses and does not force vehicles/pedestrians out to the adjacent streets.

J. Open Space and Plazas

a. For residential development in the C-3 zone, that includes residential mixed uses, the open space requirement is 20% of the gross area of the site. This open space requirement shall be fulfilled through rooftops, terraces for general resident use, plazas and pocket parks. The required common open space shall be privately maintained for general use by the residents of the building and/or the public and be usable land areas that are not occupied by buildings, dwellings, structures, parking areas, streets, public park strips, curb-gutter-sidewalk, driveways, or alleys and shall be accessible by all residents of the development. For the purposes of this chapter, gross site area is defined as the total area of the development excluding anything in the public right of way. For development or redevelopment involving sites that are one acre in size or greater, at least 40 percent of required open space must be in the form of a plaza that is located at the front, corner or side of the building along a street, and open and accessible to the public at all times. The following requirements must be met:

1. At least 50% of the plaza's perimeter that does not front on vehicular right-of-way shall be lined by building frontages.
2. Fully enclosed permanent structures are not permitted.
3. Playgrounds are not permitted.
4. Minimum pervious surface = 30%
5. Must include seating, shade structures, and one tree (2-inch caliper minimum) per 800 sf of plaza area
6. Special features such as fountains and for sale public art installations are encouraged. Active features, that give visitors something to do, shall be incorporated into the plaza.

a. On-site open space/park substitution – in-lieu Substitutions in the C-3 zone

The open space/park requirement may be modified through potential substitutions for any development within the C-3 zone. Such in-lieu substitutions are intended to enhance existing parks with features or improve park land. The three parks on Main Street and the regional facilities near 600 West are the signature open spaces in the Central Heber area and are a benefit to all development in the area.

In-lieu substitutions are encouraged for the benefit of the Main Street parks and 600 West parks by application to the City Council or City Manager, under the following circumstances:

1. Cash in-lieu: the City may determine that in certain situations, accepting cash as an in-lieu substitution, where it can be shown that acceptance of those funds, is more effective by creating park improvements as opposed to smaller on-site private parks. Cash in-lieu payments shall not be accepted without a qualified appraisal process, managed by the City. The City shall be obligated, in a timely manner, to use the in-lieu funds within the C-3 zone for land purchases, open space, pedestrian system enhancements, the daylighting of streams, and/or traditional park related improvements.

2. Any land which has been already dedicated, set aside, platted, or otherwise approved as park or open space, may not be substituted or used for any purpose other than those allowed by this chapter.

3. In-lieu substitutions shall be reviewed by the City Council and/or City Manager, through an application, however, final approval of the in-lieu substitution rests with the City Council. Such approvals shall occur as part of an MDA, or prior to issuance of Final Site Plan approval or a building permit.

K. Where buildings are located on a corner in the C-3 zone that addresses Main Street, a corner plaza creating a 10' by 10' triangle outside but adjacent to the ROW is required. Such plazas shall include street furniture that allows for seating, as a minimum.

L. In the C-3 zone, height shall be a maximum of three stories ~~without a stepback~~, and shall not to exceed 46 feet for the C-3 zone ~~or the three stories but may be raised another 12'/one additional story, if the building includes a stepback with a minimum of 10' depth, above the first story.~~

M. In the C-3 zone, buildings over two stories shall include stepbacks between the second and third stories when adjacent to publicly owned properties.

N. In the areas on the west side of 100 West and the east side of 100 East, no building shall be taller than three stories.

O. In the C-2 and C-4 zones, height may be increased to 4 stories, not to exceed 55 feet if all of the following standards are met:

- a. The application includes at least 10% percent affordable housing, available to persons at 60% of the current County Average Median Income (AMI) or below that threshold.
- b. If it is a mixed-use building.
- c. If the building design includes a step back of a least ten feet between the second and third stories.

P. In the C-2 zone, buildings may be increased to 5 stories with a stepback included and affordable housing is included.

Q. Any use on a parcel larger than 1 acre in a C-3 or C-4 zone or any use with a building footprint larger than 30,000 square feet, shall become a conditional use.

R. Any use on a parcel larger than 5 acres and any use with a building footprint larger than 60,000 square feet in the C-2 zone shall become a conditional use.

18.28.050 Additional Regulations

The following provisions apply within the Commercial Zones

- A. For buildings within the C-2 and C-4 zone, a strip of land at least fifteen feet in width adjacent to all public streets shall be landscaped as set forth in Chapter 18.76 of this title except for permitted driveways, except as required by the Heber City C-2 and C-4 Zone Design Standards and Guidelines.
- B. No dust, odors, smoke, vibration or intermittent light, glare or noise shall be emitted which is discernible beyond the premises except for normal traffic movement.
- C. Storage of all merchandise, material and products shall be carried on within a building or within an area enclosed with a sight-obscuring fence or wall except for licensed vehicles in running order.

- D. All off-street parking shall be hard-surfaced as regulated by Chapter 18.72, except within the C-3 zone where some parking requirements have been reduced.
- E. All buildings located adjacent to major streets shall have at least one entrance way facing onto said street.
- F. Sale material may be displayed on business premises during normal working hours.
- G. See 18.76.050 for building setbacks adjacent to residential use

18.28.060 Gross Floor Area of Buildings Limitations for Retail Business

- A. **C-2 Zone.** No floor area limitation.
- B. **C-3 Zone.** Retail establishments shall not exceed 60,000 square feet of gross first floor area, considered the building footprint, within the C-3 Zone. As per section 18.28.040 (4), all buildings in the C-3 zone that exceed a 30,000 square foot footprint, be a conditional use
- C. **C-4 Zone.** No floor area limitation.

18.28.070 Gasoline Pump Island Location and Lighting

Gasoline pump islands shall be set back from any right-of-way line to accommodate the landscape setback and proper circulation/stacking for the pumps. Each pump shall provide stacking for a minimum of two standard sized vehicles defined as 20' for each. A circulation aisle beyond the stacking area is required that allows for a circular traffic movement. Pump islands shall be so located that automobiles stopped for service will not extend over the property line. In no case shall pumps be set closer than twelve feet from any street lines, nor closer than ten feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five by one hundred feet in size. Canopies over pump islands may extend to the closest edge of any required landscaping. Any above ground fuel tanks such as propane tanks shall be located with a minimum setback from the ROW as per the IBC or 30' whichever is greater. See the Lighting Chapter 18.78, for lighting standards.

18.28.080 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions
- Chapter 18.68 Supplementary Regulations
- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2 and C-4 Zone Design Standards and Guidelines
- Heber City C-3 Zone Design Standards and Guidelines

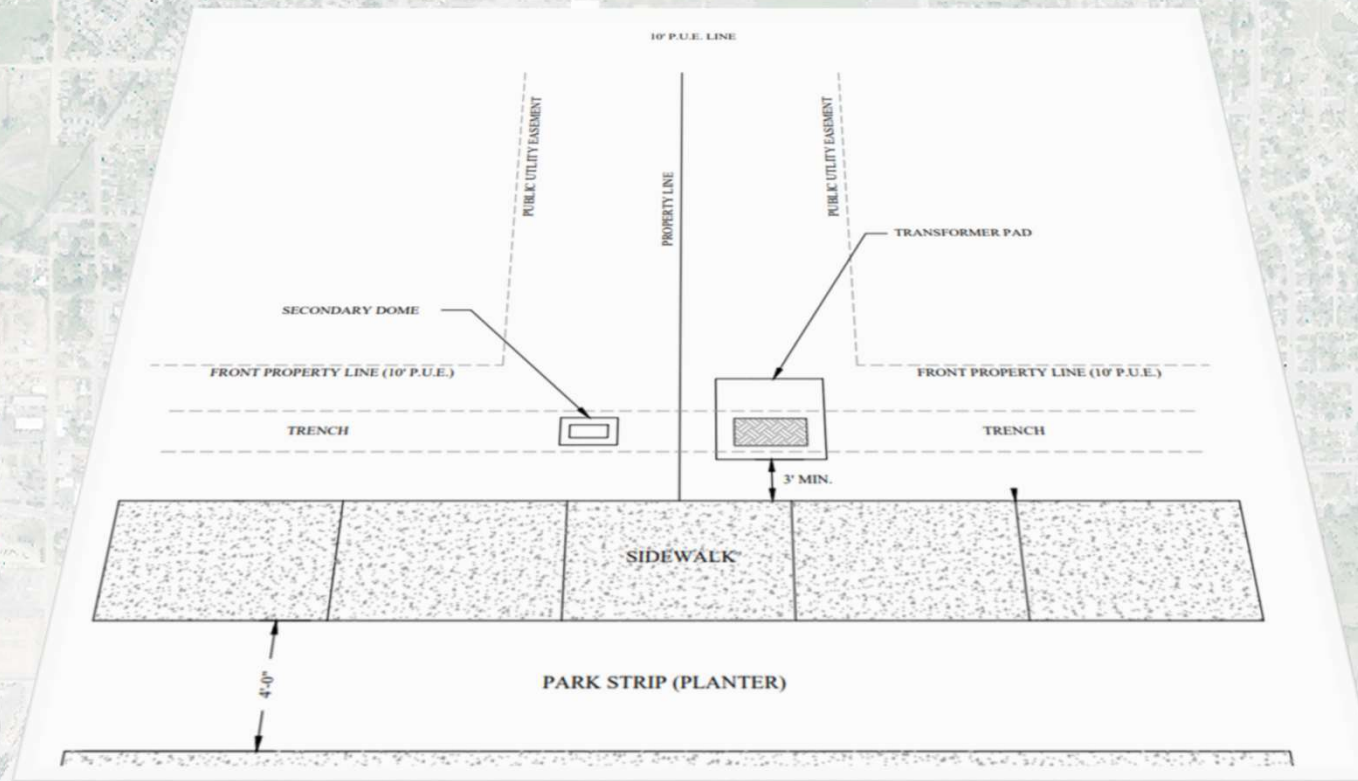
Exhibit 4 – PC recommendation

18.72.100 ~~Reserved~~ Parking Requirements in the C-3 Zone

In the C-3 zone no on-site parking is required for any commercial use or an expansion of a commercial use, but the adjacent block that the use fronts on, shall install stall striping in the public ROW, corresponding to the required parking spaces for the use as shown in 18.72.30 A as part of the permitted or conditional use approval process, unless the block is fully striped already. Complete street improvements are required, that may include pavement, curbs, gutters and sidewalks, as per the Standards and Specification. Residential uses, whether configured in mixed-use buildings or single purpose buildings, shall provide at least 1 off-street parking space per unit.

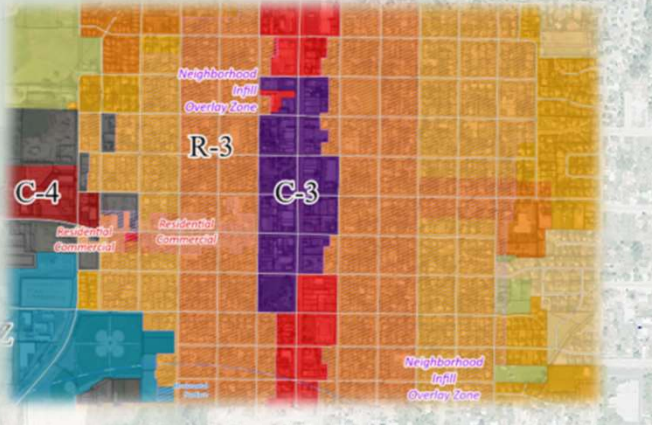
Public Utility Easements (PUE) & Building Setbacks





HLP Typical – Public Utility Easement



**3.3 Mixed-Use Building****1. Description and Intent**

The mixed-use building is intended to be located close to the front property line with parking located in the rear, side of the lot, and/or parking garages.

The key facade elements are large amounts of glass and regularly spaced entrances on the main floor.

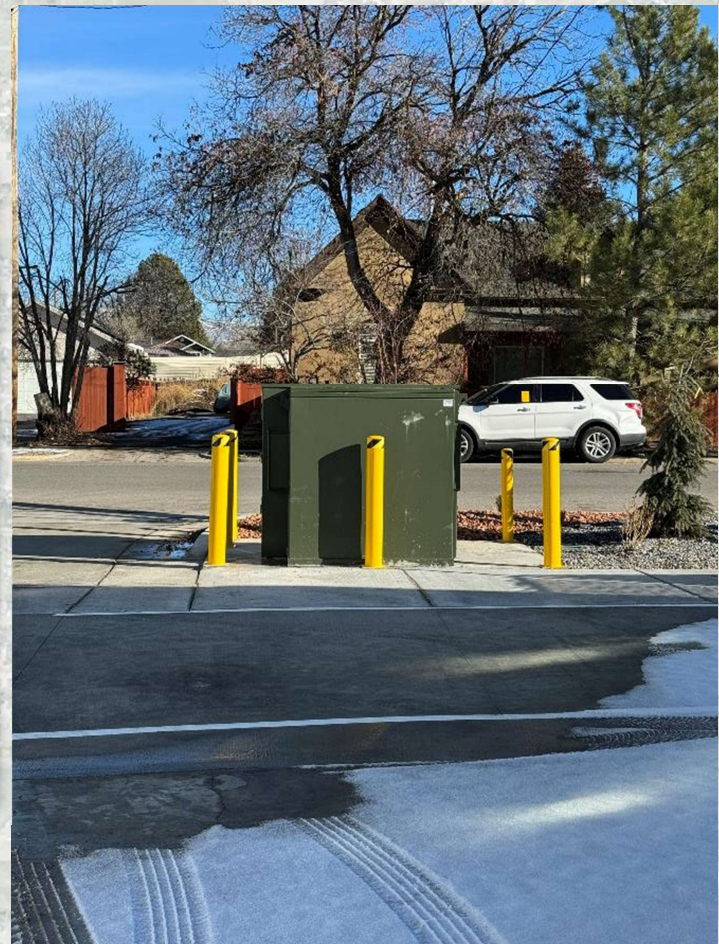
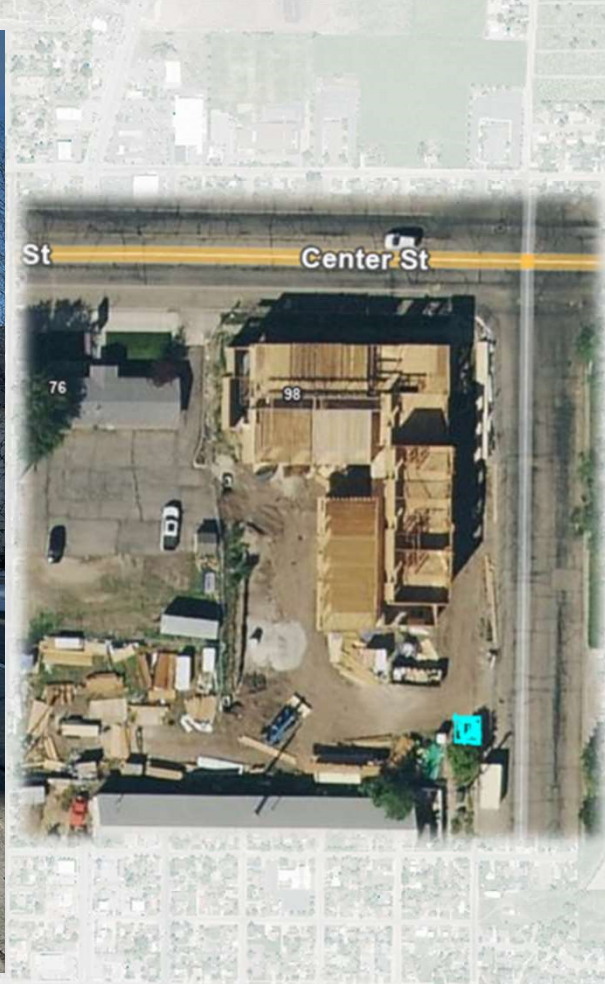
C-3 ZONE**SECTION 104 – BUILDING SETBACK:**

CONCEPT: Buildings create a strong edge to the street because they traditionally aligned on the front lot line and were usually built out to the full width of the parcel to the side lot lines. Although small gaps do occur between some structures, these are the exception. These characteristics are vitally important to the historic integrity of the district and should be preserved. **Placing the façade of the building at the property line is required** and should be modified only in special circumstances upon approval from Planning Commission. Locating entire building fronts behind the established storefront line is inappropriate. These setbacks are intended to create a continuous street-front facade along the streetscape. Exceptions to this rule may be in the case of an outdoor eating area associated with a restaurant and

upon acceptance from the Planning Commission.

Building Type	Permitted Sub-Districts			
	NV	NOS	UV	RR
Mixed-Use				
Permitted	yes	yes *	yes	no
(1) Building Siting Refer to Figure 3.3 (1).				
Multiple Principal Buildings	permitted	permitted		
a Front Property Line Coverage	80%	70% ¹		
Occupation of Corner	required	required		
b Front Build-To Zone	0'-10' *	10'-30' *		
c Corner Build-To Zone	5' to 10'	0' to 10'		
d Minimum Side Yard Setback	0'	5'		
e Minimum Rear Yard Setback	5'	5'		
f Minimum Lot Width Maximum Lot Width	50' none	50' none		
g Parking and Loading Location	rear yard	rear and side yard ¹		
h Intentionally Blank				
i Vehicular Access	alley only; if no alley exists, 1 driveway is permitted per non-primary street	alley; if no alley exists, 2 driveways are permitted off non-primary streets		

Setbacks for C-3, North Village, North Open Space, & University Village Zones



Setbacks for C-3 Center & Main Street Project



Pad Mount Switch, Sectionalizer, & Transformer

Switch: 87" W x 85" L

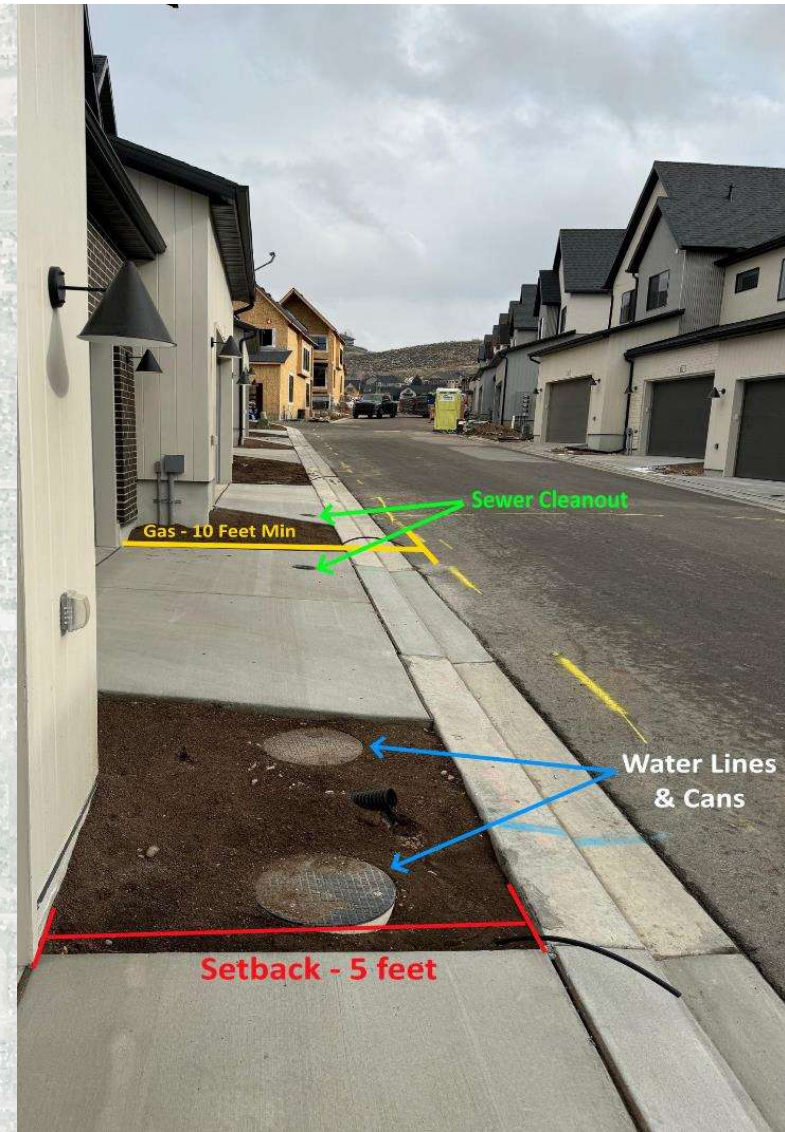
Sectionalizer: 87" L x 36" W

Transformer: 36" L x 30" W



Coyote Ridge Phases 3 & 4

- 5 Ft Setbacks
- Gas is out in the road
- Barely enough room for water cans
- Pressurized Irrigation in landscape areas opposite of culinary



Back Yard



Front & Side Yard

10 Feet – Front & Side
Barely enough room for
Power or Communications Equipment





Heber City Council Staff Report

MEETING DATE: 12/5/2023

SUBJECT: Ordinance 2023-42 Updating Chapter 18.04 General Provisions, Chapter 18.12 Administration, Chapter 18.16 Zones Generally and Chapter 2.38 and 2.48 of the Heber City Municipal Code

RESPONSIBLE: Tony Kohler, Meg Ryan, Planning Consultant

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the Planning Commission is reviewing the Administrative, General Provisions and Zones Generally Chapters. These chapters and the definitions chapter are the final chapters left in this effort to update the Heber City zoning codes.

A work session was held on these proposed drafts on May 9, 2023 by the Planning Commission. The Commission had minor comments for the 3 proposed updates to Chapter 18.04, 18.12, and 18.16. The draft reflects updates to these chapters to reflect current law, current departmental practices, removal of conflicting provisions and to make the processes of the Planning Department and Commission clear and accessible to both those who administer the code and those who are regulated by it. No zoning districts are affected by the proposed changes to these administrative chapters. On July 11, 2023, the Commission held a public hearing on these amendments. No input was received, and the Commission forwarded a positive recommendation to the City Council on these proposed amendments. The City Council held a work session on the item on October 17, 2023.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance 2023-42, approving the proposed amendments to Chapter 18.04 General Provisions, 18.12 Administration, 18.16 Zones Generally and Repeal Sections 2.38 and 2.48 of the Heber Municipal Code.

BACKGROUND

These chapters have been updated to reflect state law, incorporate sections that were moved from other chapters and had new regulations added or updated. Exhibit 1 details the proposed draft.

DISCUSSION

Chapter Summary of proposed changes:

18.04 General Provisions:

In the chapter the following provisions were added to comply with state law practices:

<u>18.04.080</u>	<u>Temporary Regulations</u>
<u>18.04.090</u>	<u>Exactions</u>
<u>18.040.100</u>	<u>Vested Rights</u>
<u>18.040.110</u>	<u>Development Agreements</u>
<u>18.040.120</u>	<u>Penalties</u>

Other sections were updated to reflect current practices and legal terminology.

18.12 Administrative:

This chapter was updated to reflect the “who does what” details regarding regulatory review process for land use in Heber City. This chapter was primarily updated to remove conflicting provisions on the powers and duties of the commission and staff and to try to provide clear details on the processes for permit review. A new section was added called the Agricultural Protection Area (APA) to reflect the requirement by state code. The powers and duties for the commission is recommended to reside in this chapter and if approved would need to be repealed from existing conflicting provisions in the Municipal Code, Sections 2.38 and 2.48.

18.16 Zones Generally:

The updates to Title 18 over the past year have resulted in significant new terminologies for the zoning districts. We suggest deleting provisions in the chapter to reflect those changes and suggest renaming this chapter to “Boundaries of Zones”.

FISCAL IMPACT

No anticipated impact to the City Budget.

CONCLUSION

The proposed amendment:

1. Simplifies the code;
2. Brings the code into compliance with state code and best practices; and
3. Further implements the goals and policies of Envision Heber 2050.

ALTERNATIVES

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

POTENTIAL MOTIONS

Staff Recommended Option – Approve

I move to **adopt Ordinance 2023-42, amending Chapter 18.04 General Provisions, 18.12 Administration, 18.16 Zones Generally and Sections 2.38 and 2.48 of the Heber City Code**, with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to **adopt Ordinance 2023-42, amending Chapter 18.04 General Provisions, 18.12 Administration, 18.16 Zones Generally and Sections 2.38 and 2.48 of the Heber City Code**, with the findings and conditions as presented in the conclusion above, with the following changes:

Alternative 3 – Continue

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

Alternative 4 – Deny

I move to **deny Ordinance 2023-42**, with the following findings:

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2023-42 General Provisions Admin Zones Generally
 2. Redline Version Ord 2023-42
-

Ordinance 2023-42

AN ORDINANCE AMENDING CHAPTERS 18.04 GENERAL PROVISIONS, CHAPTER 18.12 ADMINISTRATION, CHAPTER 18.16 ZONES GENERALLY OF TITLE 18 AND REPEALING SECTIONS 2.38 AND 2.48 OF THE HEBER CITY MUNICIPAL CODE

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapter 18.04 General Provisions, 18.12 Administration, 18.16 Zones Generally of the Heber City Code are hereby Amended and Adopted to read as follows, and Chapter 2.38 and 2.48 of the Heber City Municipal Code is hereby repealed.

18.04 General Provisions

18.04.010	Title, Intent, and Purpose
18.04.020	Applicability of Provisions
18.04.030	City Compliance
18.04.040	Interpretation of Provisions
18.04.050	Effect on previous ordinances and maps
18.04.070	Severability
18.04.080	Temporary Regulations
18.04.090	Exactions
18.04.100	Vested Rights
18.04.110	Development Agreements
18.04.120	Penalties

18.04.010 Title, Intent, and Purpose

This title and the regulations and restrictions contained herein are adopted and enacted for the purpose of enacting the rules and regulations for land use in Heber City. The General Plan is the foundation for establishing goals, purposes, and activities allowed on each land parcel to provide compatibility and continuity to the entire region as well as each individual neighborhood of for the present and future inhabitants of Heber City. The General Plan sets a future vision for the City and the zoning implements that vision. Concurrence is not mandated between the Plan and this code. The land use and development code is adopted to implement the evolving objectives of the General Plan and the following goals:

- A. To encourage and facilitate orderly growth and development in the area;
- B. To promote safety from fires, floods, traffic hazards, and other dangers;
- C. To promote sanitation and health of the inhabitants;
- D. To discourage undue scattering of population and unnecessary expenditures of the moneys for excessive streets, water and sewer lines, and other public requirements;
- E. To stabilize and improve property values;

- F. To protect the residents from objectionable noise, odor, dust, fumes, and other deleterious substances or conditions.

18.04.020 Applicability of Provisions

The regulations and restrictions as set forth in this title shall be interpreted and applied as to further the purposes of this title.

18.04.030 City Compliance

The City is bound by the terms and standards of applicable land use ordinances and shall comply with mandatory provisions of those ordinances.

18.04.040 Interpretation of Provisions

In interpreting and applying the provisions of this title, the requirements contained herein are declared to be the minimum requirements for the purposes set forth. The Community Development Director shall act as the land use authority to interpret the ordinance to members of the public, City departments, and to other branches of government, subject to general and specific policies established by the Planning Commission and City Council. Upon request, the Community Development Director shall make a written interpretation of the text of this title.

18.04.050 Effect on previous ordinances and maps

The existing ordinances of Heber City covering planning and the zoning of areas and districts in the City in their entirety and including the maps heretofore adopted and made a part of said ordinances, are hereby superseded and amended to read as set forth herein; provided, however, that this title, including the attached maps, shall be deemed a continuation of previous ordinances, and not a new enactment, insofar as the substance of revisions of previous ordinances are included in this title, whether in the same or in different language; and this title shall be so interpreted upon all questions of construction, including but not limited to questions of construction relating to tenure of officers and boards established by previous ordinances and to questions of conforming or nonconforming uses, buildings or structures, and to questions as to the dates upon which such uses, buildings, or structures became conforming or nonconforming.

18.04.070 Severability

If any part of this Ordinance is found to be unlawful or invalid by a court of law, that part alone shall be held as such and the remainder of this Ordinance shall remain in full effect.

18.04.080 Temporary Regulations

- A. The City Council may, without prior consideration of or recommendation from the Planning Commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the municipality if:

1. the legislative body makes a finding of compelling, countervailing public interest;
or
 2. the area is unregulated.
- B. A temporary land use regulation under Subsection (1)(a) may prohibit or regulate the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval.
 - C. A temporary land use regulation under Subsection (1)(a) may not impose an impact fee or other financial requirement on building or development.
 - D. The City Council shall establish a period of limited effect for the ordinance not to exceed 180 days.
 - E. The City Council may not apply the provisions of a temporary land use regulation to the review of a specific land use application if the land use application is impaired or prohibited by proceedings initiated under Utah Code 10-9a-509(1)(a)(ii)(B) et seq.

18.04.090 Exactions

The City may impose an exaction or exactions on proposed land use development if:

- A. An essential nexus exists between a legitimate governmental interest and each exaction;
- B. And each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

18.04.100 Vested Rights

An applicant is entitled to approval of a land use application if:

- A. The application conforms to the requirements of the zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid, unless:
 1. The governing body, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or
 2. in the manner provided by local ordinance and before the application is submitted, the city has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted.
- B. The city shall process an application without regard to proceedings initiated to amend the municipality's ordinances if:
 1. 180 days have passed since the proceedings were initiated; and
 2. The proceedings have not resulted in an enactment that prohibits the approval of the application as submitted.
 3. An application for a land use approval is considered submitted and complete when the application is provided in a form that complies with the requirements of applicable ordinances and all applicable fees have been paid.
- C. The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence. The city shall not impose on a holder of an issued land use permit a requirement that is not expressed in the land use permit or in documents on which the land use permit is based or in the City ordinances.

- D. The city will not withhold issuance of a certificate of occupancy because of an applicant's failure to comply with a requirement that is not expressed in the building permit or in documents on which the building permit is based or in the city ordinances.

18.040.110 Development Agreements

- A. The City may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this Title.
- B. A development agreement may not:
 - 1. limit the City's authority in the future to:
 - a. enact a land use regulation; or
 - b. take any action allowed under Utah State Code Section 10-8-84 et seq;
 - 2. require the city to change the zoning designation of an area of land within the city in the future; or
 - 3. allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah State Code Section 10-9a-502 et seq, including a review and recommendation from the Planning Commission and a public hearing.
- C. A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require the city legislative body's approval under Utah State Code Section 10-9a -502 et seq.
- D. If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant the development agreement restricts.
- E. The city's failure to disclose in accordance with Subsection D. voids any provision in the development agreement pertaining to the undisclosed rights.
- F. A municipality may not require a development agreement as a condition for developing land if the municipality's land use regulations establish all applicable standards for development on the land.
- G. To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by this Title and any applicable land use regulations.

18.040.120 Penalties

Any person, firm, or corporation, whether as principal agent, employed or otherwise, violating or causing or permitting the violation of any of the provisions of this title shall be guilty of a Class C misdemeanor. Such person, firm, or corporation shall be deemed to be guilty of a separate offense for each and every day during which any portion of any violation of this title is committed, continued, or permitted by such person, firm, or corporation, and shall be punishable as herein provided.

18.12 Administration

18.12.005	Purpose and Intent
18.12.010	Building Permit Required
18.12.080	Community Development Director -- Appointment and Duties
18.12.090	Reviewing Bodies and Procedures
18.12.100	Appeal Authority
18.12.105	Planning Commission Created and Membership
18.12.110	Planning Commission - Powers And Duties
18.12.115	Planning Commission Terms of Office, Organization and Removal from Office
18.12.140	Agricultural Protection Area (APA)

18.12.005 Purpose and Intent

The purpose of this section is to establish regulations and procedures for the processing and consideration of applications allowed by this Land Use Code and designating the land use authority as the Community Development Director, Planning Director, or designee, the Planning Commission and the City Council.

18.12.010 Building Permit -- Required

Construction permits are required as defined by the International Codes adopted for buildings, plumbing, mechanical, and electrical systems. Local building permits are not required for Federal buildings, State buildings, and School District buildings as defined in State and Federal statutes. County and City buildings constructed within the City boundaries are required to obtain a building permit.

18.12.020 Building Permit -- Application

No person, firm or corporation shall commence to construct, alter or move a building or structure, or to make a change in use of any land within the territory shown on the zone map which has been adopted as a part of this title without first submitting an application and obtaining a permit therefore from the Community Development Director or other authorized officer; provided, however, that permits for the moving of structures shall be granted only after complying with the requirements as set forth in Section 18.108.090 of this title. A permit shall also be required for the moving and/or improvement of moved-in homes, demountable homes, manufactured homes and similar movable structures.

18.12.080 Community Development Director

- A. The Community Development Director shall oversee, supervise and be responsible for the City's planning department, building department and economic development department.
- B. The Community Development Director shall ensure that each department performs all duties and functions as set forth in the State Code and City Code.

- C. The Community Development Director may perform any functions or duties in City Code that are allocated or assigned to the Planning Director, Planning Manager or Building Official if the Community Development Director is qualified and licensed to perform such functions or duties.
- D. The Community Development Director, with the advice and consent of the City Manager, may create positions within the planning department, building department and economic development department as needed, and may assign duties and responsibilities to such positions.
- E. The City Manager and City Council may assign other responsibilities to the Community Development Director.

18.12.090 Reviewing Bodies and Procedures

- A. Reviewing Bodies. For each type of application, the following official roles and decision-making responsibility/authority is listed for each land use authority. In addition, the type of meeting by type of application is listed. UCA 10-9a-Part 2 et seq. sets the noticing requirements by law. General plan related public hearings have different requirements than regular public hearings.

A public meeting is a meeting that is open to the public, with public comment at the discretion of the land use authority (the reviewing body). A public hearing is a meeting that is open to the public and public comment is encouraged. The type of meeting is determined by the type of application and the reviewing body/land use authority it is before. The Community Development Director (CDD) or designee, the Appeal Authority (AA), the Planning Commission (PC), and the City Council (CC) acting as Land Use Authorities each have the following primary responsibility/authority to review applications for compliance with this Code:

“R” means the body reviews an application for completeness and/or ordinance compliance. “D” means the body is authorized to make a final decision on the application.

Type of Review	Planning Department	Planning Commission	City Council	Appeal Authority	Meeting Type
Land Use Permits (SFDs, accessory buildings, etc.)	D			AA	NA If appealed, hearing type determined by Appeal Authority
Permitted Use and any amendments (Site Plan Required)	D			AA	NA If appealed, hearing type is determined by Appeal Authority
Conditional Use Permits and major CU	R	D		AA	Public Meeting

Type of Review	Planning Department	Planning Commission	City Council	Appeal Authority	Meeting Type
amendments (Site Plan Required)					If appealed, hearing type is determined by Appeal Authority
Conditional Use Minor Amendment	D				NA
Boundary Line Adjustment ^[1]	D				NA
Minor Subdivisions (10 or fewer lots)	D				NA
Concept Subdivision Plan (Subdivisions larger than 10 lots)	Optional Review				NA
Preliminary Subdivision Plat	R	D			Public Meeting
Final Subdivision Plat	D				NA
Subdivision Amendment	D				NA ^[2]
Street and/or Easement Vacation	R	R	D		Public Meeting
Business License (zoning review only)	R				NA
Variance of land use code	R			D	Determined by Appeal Authority
Rezoning/Zoning Map Amendment (Master Plans and MDAs are required for any proposed development in the COSZ, MURC, PCZ, MCZ, NVOZ)	R	R	D		Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing
Text Changes to the Zoning and Subdivision Ordinances	R	R	D		Planning Commission holds a Public Hearing. City Council holds a Public Meeting or

Type of Review	Planning Department	Planning Commission	City Council	Appeal Authority	Meeting Type
					may hold a Public Hearing
General Plan Adoption or Amendment	R	R	D		Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing
Annexation Petition (includes a Master Plan and a master development agreement and a zone designation when annexed)	R	R	D		Planning Commission holds a Public Hearing or a Public Meeting. City Council holds Public Hearing
Major Amendments to any master development agreement or master plan	R	R	D		Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing
Minor Amendments to any master development agreement or master plan	D				NA
Agricultural Protection Zones	R	R	D		

^[1] No action required unless the lots created are not in compliance with this Title.

^[2] Public hearing only required if adjacent owners object or if not all owners in the subdivision have been notified per Utah State Code 10-9a-608 et seq.

B. Notice of Decision.

1. Record of Final Decision. After hearing the evidence and considering the application, the approving land use authority (Planning Commission, Community Development Director or designee, hearing officer, and City Council on land use applications) shall make its written findings and have them entered in the minutes.

2. Notice of Decision. Upon a decision by the approving authority, a notice of decision shall be mailed to the applicant at the address or e-mail address given in the application. A notice of decision can be a new written notice, a copy of the administrative approval form signed by the Community Development Director or designee, or a copy of the approved minutes. A decision by the approving authority is final at the time the notice of decision is issued in writing. If a notice of decision is not sent, the decision shall be final on the date the minutes from the meeting are approved by the land use approval authority. Decisions are subject to requirements and conditions stated in the staff report and listed in the meeting minutes.

18.12.100 Appeal Authority

- A. Establishment of Appeal Authority.
 1. The Mayor shall appoint the Appeal Authority with the advice and consent of the City Council. The Appeal Authority shall either be law trained or have significant experience with land use laws and the requirements and operations of administrative hearing processes.
 2. The term of office shall be two years unless otherwise agreed upon in writing by both parties.
 3. The Appeal Authority may be removed by the mayor for violation of this title or any policies and procedures adopted by the Community Development Director following receipt by the Mayor of a written complaint filed against the Appeal Authority. Removal of the Appeal Authority shall follow the policies of At Will employees in the City's Personnel Policy.
 4. The Mayor with the advice and consent of the City Council shall fill any vacancy. The person appointed shall serve for the unexpired term of the member whose office is vacant.
 5. The Appeal Authority shall receive compensation based on an agreement with the City Manager.
- B. Organization and procedures. The Community Development Director shall adopt policies and procedures, consistent with the provisions of this section, for processing appeals, variances and requests for reasonable accommodations for persons with disabilities, the conduct for such hearings, and for any other purpose considered necessary to properly consider these applications.
- C. Notice of Decision.
 1. Record of Final Decision. After hearing the evidence and considering the application, the Appeal Authority shall make its written findings and have them entered in the minutes.
 2. Notice of Decision. Upon a decision by the Appeal Authority, a notice of decision shall be mailed to the applicant at the address or e-mail address given in the application. A notice of decision can be a new written notice, a copy of the administrative approval form signed by the Community Development Director or designee, or a copy of the approved minutes. A decision by the approving authority is final at the time the notice of decision is issued in writing.
- D. Powers and duties.
 1. The Appeal Authority shall hear and decide:

- a. Appeals from zoning decisions applying the zoning ordinance.
 - b. Variances from the terms of the zoning ordinance.
The Appeal Authority shall not hear and decide:
 - c. Legislative Requests, including but not limited to the following:
 - i. Changes to uses in a zone
 - ii. Changes to Text, Maps, or Elements of the General Plan, Zoning Ordinance, or Municipal Code
 - iii. Variances to codified development processes.
 - d. Requests for a variance from, or to modify, agreements made by the City.
- E. Appeals.
1. The applicant or any other person or entity adversely affected by a decision administering or interpreting the zoning ordinance may appeal that decision applying the zoning ordinance by alleging that there is error in any order, requirement, decision, or determination made by an official in the administration or interpretation of the zoning ordinance.
 2. Any officer, department, board, or bureau of the City affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of the zoning ordinance may appeal any decision to the Appeal Authority.
 3. Such appeal shall be taken within ten calendar days from the date of the action appealed from by filing with the officer from whom the appeal is taken and with the Appeal Authority a notice of appeal specifying the ground thereof.
 4. The City Staff from whom the appeal is taken shall transmit to the Appeal Authority all papers constituting the record upon which the action appealed from is taken.
 5. The person or entity making the appeal has the burden of proving that an error has been made.
 6. An Appeal Authority's land use decision is a quasi-judicial act. The Appeal Authority shall find whether an error has been made. The Appeal Authority shall review the matter only using the information gathered on the record from the Land Use Authority's decision and decision-making process. New information will not be considered. The Appeal Authority may affirm, reverse, or modify the action appealed from as it seems just and equitable and exercise all rights of any other officer or commission. The Appeal Authority shall:
 - a. determine the correctness of the Land Use Authority's interpretation and application of the plain meaning of the land use regulations; and
 - b. interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.
 7. Only administrative zoning decisions applying the zoning ordinance may be appealed to the Appeal Authority. Appeals may not be used to waive or modify the terms or requirements of this title.
 8. The Standard of review for appeals is De Novo.
- F. Variances.
1. Any person or entity desiring a waiver or modification of the requirements of this title as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the Appeal Authority for a variance from the terms of this title.

2. The Appeal Authority may grant a variance only if all five of the following conditions are met:
 - a. Literal enforcement of this title would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of this title.
 - b. There are special circumstances attached to the property that do not generally apply to other properties in the same zone.
 - c. Granting the variance is essential to the enjoyment of a substantial property right possessed by other properties in the same zone.
 - d. The variance will not substantially affect the general plan and will not be contrary to the public interest; and
 - e. The spirit of this title is observed and substantial justice done.
3. In determining whether enforcement of this title would cause unreasonable hardship under subsection (2) of this section, the Appeal Authority may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought; and comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.
 - a. In determining whether or not enforcement of this title would cause unreasonable hardship under subsection (2) of this section, the Appeal Authority may not find an unreasonable hardship if the hardship is self-imposed or economic.
4. In determining whether or not there are special circumstances attached to the property under subsection (2) of this section, the Appeal Authority may find that special circumstances exist only if the special circumstances:
 - a. Relate to the hardship complained of; and b. Deprive the property of privileges granted to other properties in the same zone.
5. The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.
6. Variances run with the land.
7. The Appeal Authority and any other body may not grant use variances.
8. In granting a variance, the Appeal Authority may impose additional requirements on the applicant that will:
 - a. Mitigate any harmful effects of the variance; or b. Serve the purpose of the standard or requirement that is waived or modified.
- G. District court review. Any person adversely affected by any decision of the Appeal Authority may petition the district court for a review of the decision. Petitions for appeal to the district court shall be made within 30 days of the Appeal Authority's decision, or as otherwise outlined by Utah State Code (UCA 10-9a part 8 et seq.).
- H. Stay of decision: The Appeal Authority may stay the issuance of any permits or approvals based on its decision for thirty (30) days or until the decision of the district court in any appeal of the decision.

18.12.105 Planning Commission Created and Membership

- A. There is created a Planning Commission within and for the City to be known as The Planning Commission.
- B. The Commission shall consist of seven voting members, plus two non-voting alternates. Alternates shall vote in the event that said alternates participates on the Commission in

place of voting members. All members shall be appointed by the Mayor with the consent of the City Council from among residents of the City. Members shall be selected without respect to political affiliation and may receive compensation per City Policy.

18.12.110 Planning Commission - Powers and Duties

The Planning Commission shall have the following powers and duties:

- A. Hear and recommend amendments to Titles 18 of the Heber City Code;
- B. Hear and recommend amendments to the General Plan;
- C. Other such direct or indirect duties and powers as defined in said Titles 18, the City Code, the State Code and as may be designated by the City Council.

18.12.115. Planning Commission Terms of Office, Organization and Removal from Office

- A. Term of Office. The terms of office for the appointive members of such Commission shall be two, four, and six years. Two shall be appointed for two years, two shall be appointed for four years, and three shall be appointed for six years. The term of office for the alternate(s) shall be for two years. Thereafter, the terms of office for each appointive member, except for the alternate(s), shall be six years. Vacancies occurring otherwise than through the expiration of term shall be filled by appointment by the Mayor, with the consent of the City Council.
- B. Organization. The Planning Commission shall elect from its membership a chairman and vice chairman and shall adopt rules for its own organization and for the transaction of business not in conflict with ordinances or laws. It shall also keep a public record of its proceedings according to the Utah Open and Public Meetings Act.
- C. Removal from Office. Any appointive officer may, at any time, be removed from office by the action of the appointive power with the concurrence of a majority of all the City Council, or of a majority of all the City Council with the concurrence of the appointive power.
- D. Rules of Procedure. The Commission shall develop and adopt Rules of Procedure for meetings and post those on the City website.

18.12.120 Amendment of The Zoning Ordinance Or Map

The City Council, after a recommendation from the planning commission, may amend the number, shape, boundaries, or area of any zone; any regulation of or within the zone; the general plan, or any other provisions of this title.

Amendments may be initiated by the City Council, the planning commission, or by one or more owners of property affected by the proposed amendment. Unless initiated by the city council or planning commission, no amendment shall be considered without evidence of the acquiescence therein of the owners of the property involved.

- A. The amendments may only occur in accordance with the following procedure:
 - 1. *Submission.* Any person, including staff, the planning commission or City Council, seeking an amendment to this title, the zoning map or the general plan shall submit to

the planning commission, on application forms provided by the city, generally including the following:

- a. A description of the specific amendment to this title or zoning map.
 - b. The reason and justification for the proposed amendment addressing all of the following:
 - i. How the proposed amendment would further the purpose and intent of this title;
 - ii. How the proposed zoning amendment is consistent with the general plan;
 - iii. How the proposed amendment meets the needs and policy of the city as expressed by the legislative body in stated goals and objectives found in the general plan.
- B. After receipt of a copy of any amendment from the planning commission held at a public hearing and before adopting any amendment, the City Council may set the matter for a public hearing or public meeting.
- C. After the public meeting or hearing, the City Council may:
1. Adopt the amendment as proposed;
 2. Modify the amendment and adopt or reject the amendment; or
 3. Reject the amendment.
- D. In case an application from a petitioner for a change of zone is denied, a new application for the same zoning change affecting the same property shall not be eligible for reconsideration for one year subsequent to such denial.
- E. City Council denial of an application to amend the general plan shall preclude a person from filing another application covering substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval. This section shall not limit the City Council, planning commission, or authorized city staff from initiating a general plan amendment at any time.

18.12.140 Agricultural Protection Area (APA)

- A. The provisions of Chapter 41, Title 17 of Utah State Code et seq. shall govern the process for creating, removing, or adding to an APA in Heber City. State Code shall also govern the extent or limit to which an APA benefits any particular property.
- B. The Heber City Planning Commission shall serve as the recommending Advisory Board in consideration of APAs.
- C. There shall be at least five (5) contiguous acres in each APA.
- D. Properties shall be located within a Residential Agriculture or Agricultural Zone to qualify to be part of an APA.
- E. Once established, an APA shall be shown upon the City's Zoning Map.

18.16 Boundaries of Zones

18.16.010 Boundaries of Zones

Where uncertainty exists with respect to the boundaries of various zones, the following rules shall apply for a Community Development Director determination:

- A. Where the intended boundaries on the zone map are approximately street or alley lines, said streets or alleys shall be construed to be the zone boundaries;
- B. Where the indicated boundaries are approximately lot lines, said lot lines shall be construed to be the zone boundaries, unless otherwise indicated;
- C. Where land has not been subdivided into lots, the zone boundary shall be determined by the use of the scale of measurement shown on the map.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Michael Johnston	_____	_____	_____	_____
Rachel Kahler	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date:

18.04 General Provisions

18.04 General Provisions

18.04.010 Title, Intent, And Purpose

18.04.020 Applicability Of Provisions

18.04.030 Basis For Establishment Of Zones **City Compliance**

18.04.040 Interpretation Of Provisions

18.04.050 ~~Repealed By 2005-~~ **Effect on previous ordinances and maps**

18.04.060 Relationship To Subdivision Ordinance – Title 17

18.04.070 Severability

18.04.080 Temporary Regulations

18.04.090 Exactions

18.04.100 Vested Rights

18.04.110 Development Agreements

18.04.120 Penalties

18.04.010 Title, Intent, And Purpose

This title shall be known as, and shall be entitled "The Zoning Ordinance of Heber City, Utah," and may be so cited and pleaded. It is the intent and purpose of the city council to promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the city by guiding development within said city in accordance with a comprehensive plan which plan has been designed:

This title and the regulations and restrictions contained herein are adopted and enacted for the purpose of enacting the rules and regulations for land use in Heber City. The General Plan is the foundation for establishing goals, purposes, and activities allowed on each land parcel to provide compatibility and continuity to the entire region as well as each individual neighborhood of for the present and future inhabitants of Heber City. The General Plan sets a future vision for the City and the zoning implements that vision. Concurrence is not mandated between the Plan and this code. The land use and development code is adopted to implement the evolving objectives of the General Plan and the following goals:

- A. To encourage and facilitate orderly growth and development in the area;
- B. To promote safety from fires, floods, traffic hazards, and other dangers;
- C. To promote sanitation and health of the inhabitants;
- D. To discourage undue scattering of population and unnecessary expenditures of the moneys for excessive streets, water and sewer lines, and other public requirements;
- E. To stabilize and improve property values;
- F. To protect the residents from objectionable noise, odor, dust, fumes, and other deleterious substances or conditions;
- G. ~~To promote a more attractive and wholesome environment.~~

18.04.020 Applicability Of Provisions

The regulations and restrictions as set forth in this title shall be interpreted and applied as to further the purposes of this title.

18.04.030 Basis For Establishment Of Zones **City Compliance**

In establishing the zones, the boundaries thereof, and regulations and restrictions applying with each of the zones, due and careful consideration was given, among other things, to the suitability of the land for particular uses, and to the character of the zone, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

The City is bound by the terms and standards of applicable land use ordinances and shall comply with mandatory provisions of those ordinances.

18.04.040 Interpretation Of Provisions

In interpreting and applying this title, the provisions thereof shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare. Except as specifically provided in this title, it is not intended by the adoption of this title to repeal, abrogate, annul, or in any way to impair or interfere with any existing provisions of law or ordinance, or any rules, regulations, or permits previously adopted or issued or which shall be adopted or issued pursuant to law relating to the erection, construction, establishment, moving, alteration or enlargement of any building or improvement; nor is it intended by this title to interfere with or abrogate or annul any easement, covenant, or other agreement between parties; provided, however, that in cases in which this title imposes a greater restriction than is imposed or required by other existing provisions of law or ordinance, then in such case the provisions of this title shall control.

In interpreting and applying the provisions of this title, the requirements contained herein are declared to be the minimum requirements for the purposes set forth. The Community Development Director shall act as the land use authority to interpret the ordinance to members of the public, City departments, and to other branches of government, subject to general and specific policies established by the Planning Commission and City Council. Upon request, the Community Development Director shall make a written interpretation of the text of this title.

18.04.050 Effect on previous ordinances and maps

The existing ordinances of Heber City covering planning and the zoning of areas and districts in the City in their entirety and including the maps heretofore adopted and made a part of said ordinances, are hereby superseded and amended to read as set forth herein; provided, however, that this title, including the attached maps, shall be deemed a continuation of previous ordinances, and not a new enactment, insofar as the substance of revisions of previous ordinances are included in this title, whether in the same or in different language; and this title shall be so interpreted upon all questions of construction, including but not limited to questions of construction relating to tenure of officers and boards established by previous ordinances and to questions of conforming or nonconforming uses, buildings or structures, and to questions as to the dates upon which such uses, buildings, or structures became conforming or nonconforming.

18.04.060 Relationship To Subdivision Ordinance – Title 17

~~This Zoning Ordinance is not intended to provide approvals for a development project, but rather to provide a list detailing the use, density and intensity allowed in each zoning district. Each development project approved in Heber City and under this Title shall be approved using the provisions set forth in the Heber City Subdivision Ordinance, also known as Title 17 of the Heber City Code. This Zoning Ordinance is intended to be compatible with the Subdivision Ordinance. If there arises a conflict between this Ordinance and the Subdivision Ordinance or any other Ordinance or Resolution recognized by Heber City, the stricter of the two shall apply.~~

18.04.070 Severability

If any part of this Ordinance is found to be unlawful or invalid by a court of law, that part alone shall be held as such and the remainder of this Ordinance shall remain in full effect.

18.04.080 Temporary Regulations

- A. The City Council may, without prior consideration of or recommendation from the Planning Commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the municipality if:
1. the legislative body makes a finding of compelling, countervailing public interest;
 - or
 2. the area is unregulated.

- B. A temporary land use regulation under Subsection (1)(a) may prohibit or regulate the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval.
- C. A temporary land use regulation under Subsection (1)(a) may not impose an impact fee or other financial requirement on building or development.
- D. The City Council shall establish a period of limited effect for the ordinance not to exceed 180 days.
- E. The City Council may not apply the provisions of a temporary land use regulation to the review of a specific land use application if the land use application is impaired or prohibited by proceedings initiated under Utah Code 10-9a-509(1)(a)(ii)(B) et seq.

18.04.090 Exactions

The City may impose an exaction or exactions on proposed land use development if:

- A. An essential nexus exists between a legitimate governmental interest and each exaction; and
- B. each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development.

18.04.100 Vested Rights

An applicant is entitled to approval of a land use application if:

- A. The application conforms to the requirements of the zoning map and applicable land use ordinance in effect when a complete application is submitted and all fees have been paid, unless:
 - 1. The governing body, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or
 - 2. in the manner provided by local ordinance and before the application is submitted, the city has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted.
- B. The city shall process an application without regard to proceedings initiated to amend the municipality's ordinances if:
 - 1. 180 days have passed since the proceedings were initiated; and
 - 2. The proceedings have not resulted in an enactment that prohibits the approval of the application as submitted.
 - 3. An application for a land use approval is considered submitted and complete when the application is provided in a form that complies with the requirements of applicable ordinances and all applicable fees have been paid.
- C. The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence. The city shall not impose on a holder of an issued land use permit a requirement that is

not expressed in the land use permit or in documents on which the land use permit is based or in the City ordinances.

- D. The city will not withhold issuance of a certificate of occupancy because of an applicant's failure to comply with a requirement that is not expressed in the building permit or in documents on which the building permit is based or in the city ordinances.

18.040.110 Development Agreements

- A. The City may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this Title.
- B. A development agreement may not:
1. limit the City's authority in the future to:
 - a. enact a land use regulation; or
 - b. take any action allowed under Utah State Code Section 10-8-84 et seq;
 2. require the city to change the zoning designation of an area of land within the city in the future; or
 3. allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah State Code Section 10-9a-502 et seq, including a review and recommendation from the Planning Commission and a public hearing.
- C. A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require the city legislative body's approval under Utah State Code Section 10-9a -502 et seq.
- D. If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant the development agreement restricts.
- E. The city's failure to disclose in accordance with Subsection D. voids any provision in the development agreement pertaining to the undisclosed rights.
- F. A municipality may not require a development agreement as a condition for developing land if the municipality's land use regulations establish all applicable standards for development on the land.
- G. To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by this Title and any applicable land use regulations.

18.040.120 Penalties

Any person, firm, or corporation, whether as principal agent, employed or otherwise, violating or causing or permitting the violation of any of the provisions of this title shall be guilty of a Class C misdemeanor. Such person, firm, or corporation shall be deemed to be guilty of a separate offense for each and every day during which any portion of any violation of this title is

committed, continued, or permitted by such person, firm, or corporation, and shall be punishable as herein provided.

18.12 Administration

18.12.005 Purpose and Intent.

18.12.010 Building Permit – Required

18.12.020 Building Permit – Application

18.12.030 Building Permit – Accompanying Data

18.12.040 Building Permit – General Compliance Required

18.12.050 Construction And Use – Compliance With Application

18.12.060 Licensing Requires Compliance

18.12.070 Certificates Of Zoning Compliance

18.12.080 ~~Zoning Administrator~~ Community Development Director -- Appointment and Duties

18.12.090 ~~Zoning Administrator – Powers And Duties~~ Reviewing Bodies and Procedures

18.12.100 Appeal Authority

18.12.105. Planning Commission Created and Membership

18.12.110 Planning Commission - Powers And Duties

~~18.12.115. Planning Commission Terms of Office, Organization and Removal from Office~~
~~18.12.120 Amendment Of The Zoning Ordinance Or Map~~
~~18.12.130 Small Lot Splits~~
~~18.12.140 Appeals Procedure Agricultural Protection Area (APA)~~
~~18.12.150 Appeals — Hearing~~
~~18.12.160 Appeals — Notice Of Decision~~
~~18.12.170 Further Appeal~~
~~18.12.180 Planning Commission — Powers And Duties~~
~~18.12.190 Amendment Of The Zoning Ordinance Or Map~~
~~18.12.200 Small Lot Splits~~

18.12.005 Purpose and Intent.

The purpose of this section is to establish regulations and procedures for the processing and consideration of applications allowed by this Land Use Code and designating the land use authority as the Community Development Director, Planning Director, or designee, the Planning Commission and the City Council.

18.12.010 Building Permit -- Required

No building or structure shall be constructed, reconstructed, altered or moved without a valid building permit, as required by the building code. The legal use of any property shall not be changed prior to the issuance of a permit for said property by the zoning administrator or other authorized officer.

Construction permits are required as defined by the International Codes adopted for buildings, plumbing, mechanical, and electrical systems. Local building permits are not required for Federal buildings, State buildings, and School District buildings as defined in State and Federal statutes. County and City buildings constructed within the City boundaries are required to obtain a building permit.

18.12.020 Building Permit -- Application

No person, firm or corporation shall commence to construct, alter or move a building or structure, or to make a change in use of any land within the territory shown on the zone map which has been adopted as a part of this title without first submitting an application and obtaining a permit therefore from the ~~zoning administrator~~ Community Development Director or other authorized officer; provided, however, that permits for the moving of structures shall be granted only after complying with the requirements as set forth in Section 18.108.090 of this title. A permit shall also be required for the moving and/or improvement of moved-in homes, demountable homes, manufactured homes and similar movable structures.

18.12.030 Building Permit -- Accompanying Data

Commented [MR1]: State law defines sf and 2 family requirements

All applications for building permits shall be accompanied by plans which have been drawn to scale showing the actual dimensions of the lot to be built upon, the size and location of existing buildings and, as required, the location and layout of off-street parking and a planting plan showing how the premises will be landscaped. A careful record of said application and plans shall be kept in the office of the zoning administrator for a period of five years from the date of receipt thereof.

18.12.040 Building Permit—General Compliance Required

From the time of the effective date of the ordinance codified in this chapter, permits shall not be granted for the construction or alteration of any building or structure or for the moving of a building or structure onto a lot or for the change in use of any land, building or structure, if such construction, alteration, moving or change in use would be a violation of any of the provisions of this title, nor shall any sewer or water service line or electric utilities be installed to serve the premises if such use would be in violation of this title.

18.12.050 Construction And Use—Compliance With Application

Building permit or certificates of zoning compliance issued on the basis of plans and specifications approved by the zoning administrator authorizes only the use, arrangement and construction set forth in such approved plans and application, and no other use, arrangement or construction. Use, arrangement, or construction at variance with that authorized shall be deemed to be a violation of this title.

18.12.060 Licensing Requires Compliance

No license shall be issued by an official or employee vested with the duty and authority to issue licenses which would not be in conformance with the provisions of this title. Any license so issued shall be null and void.

18.12.070 Certificates Of Zoning Compliance

1. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or to change the occupancy of any building or premises until a certificate of zoning compliance shall have been issued therefor by the zoning administrator, stating that the proposed use of the building or land conforms to the requirements of this title. No nonconforming structure or use shall be changed or extended until a certificate of zoning compliance shall have been issued by the zoning administrator. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs with the provisions of this title.
2. The zoning administrator may permit the occupancy of a building prior to the completion of all required work provided a bond or other assurance has been posted with

Commented [MR2]: Strike as outdated

the city recorder in an amount equal to the cost of completing said required work as determined by the governing body. The zoning administrator shall maintain a record of all certificates of zoning compliance for a period of five years and a copy shall be furnished upon request to any applicant.

3. At such time as any party shall have complied with the provisions relating to large-scale developments and to subdivisions as set forth in this title, the planning commission shall so certify and shall issue a certificate of compliance to the developer designating with particularity all lots or other tracts that are in compliance herewith and that are available for sale. It shall be unlawful for any developer or other person to sell or offer for sale or exchange either by deed, contract or otherwise, any lot or tract of land within said large-scale developments or subdivisions until such time as the developer has received a certificate of compliance with respect thereto.
4. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the zoning administrator or building official has issued a Certificate of Occupancy. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of Heber City. Certificates in conflict with this zoning code or which appear to give authority to violate, cancel or overlook the provisions of this zoning code or other ordinances of Heber City or of the State of Utah shall be void to the extent the certificate conflicts with State law this code or its requirements.

18.12.080 Zoning Administrator Community Development Director —Appointment

The governing body shall appoint a zoning administrator and a building inspector, these two positions may be filled by one person, who will be charged with the administration and enforcement of this title. The governing body may also appoint other officers to assist in the administration and enforcement of this title.

- A. The Community Development Director shall oversee, supervise and be responsible for the City's planning department, building department and economic development department.
- B. The Community Development Director shall ensure that each department performs all duties and functions as set forth in State Code and City Code.
- C. The Community Development Director may perform any functions or duties in City Code that are allocated or assigned to the Planning Director, Planning Manager or Building Official if the Community Development Director is qualified and licensed to perform such functions or duties.
- D. The Community Development Director, with the advice and consent of the City Manager, may create positions within the planning department, building department and economic development department as needed, and may assign duties and responsibilities to such positions.
- E. The City Manager and City Council may assign other responsibilities to the Community Development Director.

18.12.090 Zoning Administrator — Powers And Duties Reviewing Bodies and Procedures

A. It is the duty of the zoning administrator to inspect, or cause to be inspected, all buildings in the course of construction or repair. He shall enforce all of the provisions of this title, entering actions in the courts when necessary, and his failure to do so shall not legalize any act in violation of such provisions.

B. Upon appeal to the Appeal Authority of any matters on which, said board is required to pass, the zoning administrator shall forthwith transmit all papers, records and other pertinent data pertaining to the appeal of the Appeal Authority as required by the terms of this title. The zoning administrator shall also refer the matters to the planning commission and governing body as set forth in this title.

- A. Reviewing Bodies. For each type of application, the following official roles and decision-making responsibility/authority is listed for each land use authority. In addition, the type of meeting by type of application is listed. UCA 10-9a-200 et seq. sets the noticing requirements by law. General plan related public hearings have different requirements than regular public hearings.

A public meeting is a meeting that is open to the public, with public comment at the discretion of the land use authority (the reviewing body). A public hearing is a meeting that is open to the public and public comment is encouraged. The type of meeting is determined by the type of application and the reviewing body/land use authority it is before.

The Community Development Director (CDD) or designee, the Appeal Authority (AA), the Planning Commission (PC), and the City Council (CC) acting as Land Use Authorities each have the following primary responsibility/authority to review applications for compliance with this Code:

“R” means the body reviews an application for completeness and/or ordinance compliance. “D” means the body is authorized to make a final decision on the application.

<u>Type of Review</u>	<u>Planning Department</u>	<u>Planning Commission</u>	<u>City Council</u>	<u>Appeal Authority</u>	<u>Meeting Type</u>
<u>Land Use Permits (SFDs, accessory buildings, etc.)</u>	<u>D</u>			<u>AA</u>	<u>NA</u> <u>If appealed, hearing type determined by Appeal Authority</u>

<u>Permitted Use and any amendments (Site Plan Required)</u>	<u>D</u>			<u>AA</u>	<u>NA</u> <u>If appealed, hearing type is determined by Appeal Authority</u>
<u>Conditional Use Permits and major CU amendments (Site Plan Required)</u>	<u>R</u>	<u>D</u>		<u>AA</u>	<u>Public Meeting</u> <u>If appealed, hearing type is determined by Appeal Authority</u>
<u>Conditional Use Minor Amendment</u>	<u>D</u>				<u>NA</u>
<u>Boundary Line Adjustment^[1]</u>	<u>D</u>				<u>NA</u>
<u>Minor Subdivisions (10 or fewer lots)</u>	<u>D</u>				<u>NA</u>
<u>Concept Subdivision Plan (Subdivisions larger than 10 lots)</u>	<u>Optional Review</u>				<u>NA</u>
<u>Preliminary Subdivision Plat</u>	<u>R</u>	<u>D</u>			<u>Public Meeting</u>
<u>Final Subdivision Plat</u>	<u>D</u>				<u>NA</u>
<u>Subdivision Amendment</u>	<u>D</u>				<u>NA^[2]</u>
<u>Street and/or Easement Vacation</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Public Meeting</u>
<u>Business License (zoning review only)</u>	<u>R</u>				<u>NA</u>
<u>Variance of land use code</u>	<u>R</u>			<u>D</u>	<u>Determined by Appeal Authority</u>
<u>Rezones/Zoning Map Amendment (Master Plans and MDAs are required for any proposed development in the COSZ, MURC, PCZ, MCZ, NVOZ)</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing</u>
<u>Text Changes to the Zoning and Subdivision Ordinances</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing</u>

<u>Type of Review</u>	<u>Planning Department</u>	<u>Planning Commission</u>	<u>City Council</u>	<u>Appeal Authority</u>	<u>Meeting Type</u>
<u>General Plan Adoption or Amendment</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing</u>
<u>Annexation Petition (includes a Master Plan and a master development agreement and a zone designation when annexed)</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Planning Commission holds a Public Hearing or a Public Meeting. City Council holds Public Hearing</u>
<u>Major Amendments to any master development agreement or master plan</u>	<u>R</u>	<u>R</u>	<u>D</u>		<u>Planning Commission holds a Public Hearing. City Council holds a Public Meeting or may hold a Public Hearing</u>
<u>Minor Amendments to any master development agreement or master plan</u>	<u>D</u>				<u>NA</u>
<u>Agricultural Protection Zones</u>	<u>R</u>	<u>R</u>	<u>D</u>		

^[1] No action required unless the lots created are not in compliance with this Title.

² Public hearing only required if adjacent owners object or if not all owners in the subdivision have been notified per Utah State Code 10-9a-608 et seq.

B. Notice of Decision.

1. Record of Final Decision. After hearing the evidence and considering the application, the approving land use authority (Planning Commission, Community Development Director or designee, hearing officer, and City Council on land use applications) shall make its written findings and have them entered in the minutes.
2. Notice of Decision. Upon a decision by the approving authority, a notice of decision shall be mailed to the applicant at the address or e-mail address given in the application. A notice of decision can be a new written notice, a copy of the administrative approval form signed by the Community Development Director or designee, or a copy of the approved minutes. A decision by the approving authority is final at the time the notice of decision is issued in writing. If a notice of decision is

not sent, the decision shall be final on the date the minutes from the meeting are approved by the land use approval authority. Decisions are subject to requirements and conditions stated in the staff report and listed in the meeting minutes.

18.12.100 Appeal Authority

- A. Establishment of Appeal Authority.
 - 1. The Mayor shall appoint the Appeal Authority with the advice and consent of the City Council. The Appeal Authority shall either be law trained or have significant experience with land use laws and the requirements and operations of administrative hearing processes.
 - 2. The term of office shall be two years unless otherwise agreed upon in writing by both parties.
 - 3. The Appeal Authority may be removed by the mayor for violation of this title or any policies and procedures adopted by the Community Development Director following receipt by the Mayor of a written complaint filed against the Appeal Authority. Removal of the Appeal Authority shall follow the policies of At Will employees in the City's Personnel Policy.
 - 4. The Mayor with the advice and consent of the City Council shall fill any vacancy. The person appointed shall serve for the unexpired term of the member whose office is vacant.
 - 5. The Appeal Authority shall receive compensation based on an agreement with the City Manager.
- B. Organization and procedures. The Community Development Director shall adopt policies and procedures, consistent with the provisions of this section, for processing appeals, variances and requests for reasonable accommodations for persons with disabilities, the conduct for such hearings, and for any other purpose considered necessary to properly consider these applications.
- C. Notice of Decision.
 - 1. Record of Final Decision. After hearing the evidence and considering the application, the Appeal Authority shall make its written findings and have them entered in the minutes.
 - 2. Notice of Decision. Upon a decision by the Appeal Authority, a notice of decision shall be mailed to the applicant at the address or e-mail address given in the application. A notice of decision can be a new written notice, a copy of the administrative approval form signed by the Community Development Director or designee, or a copy of the approved minutes. A decision by the approving authority is final at the time the notice of decision is issued in writing.
- D. Powers and duties.
 - 1. The Appeal Authority shall hear and decide:
 - a. Appeals from zoning decisions applying the zoning ordinance.
 - b. Variances from the terms of the zoning ordinance.
 - ~~c. Requests for reasonable accommodations for persons with a disability.~~
 - 2. The Appeal Authority shall not hear and decide:
 - a. Legislative Requests, including but not limited to the following:

- i. Changes to uses in a zone
 - ii. Changes to Text, Maps, or Elements of the General Plan, Zoning Ordinance, or Municipal Code
 - iii. Variances to **codified development** processes.
 - b. Requests for a variance from, or to modify, agreements made by the City.
- E. Appeals.
1. The applicant or any other person or entity adversely affected by a decision administering or interpreting the zoning ordinance may appeal that decision applying the zoning ordinance by alleging that there is error in any order, requirement, decision, or determination made by an official in the administration or interpretation of the zoning ordinance.
 2. Any officer, department, board, or bureau of the City affected by the grant or refusal of a building permit or by any other decisions of the administrative officer in the administration or interpretation of the zoning ordinance may appeal any decision to the Appeal Authority.
 3. Such appeal shall be taken within ten calendar days from the date of the action appealed from by filing with the officer from whom the appeal is taken and with the Appeal Authority a notice of appeal specifying the ground thereof.
 4. The City Staff from whom the appeal is taken shall transmit to the Appeal Authority all papers constituting the record upon which the action appealed from is taken.
 5. The person or entity making the appeal has the burden of proving that an error has been made.
 6. An Appeal Authority's land use decision is a quasi-judicial act. The Appeal Authority shall find whether an error has been made. The Appeal Authority shall review the matter only using the information gathered on the record from the Land Use Authority's decision and decision-making process. New information will not be considered. The Appeal Authority may affirm, reverse, or modify the action appealed from as it seems just and equitable and exercise all rights of any other officer or commission. The Appeal Authority shall:
 - a. determine the correctness of the Land Use Authority's interpretation and application of the plain meaning of the land use regulations; and b. interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.
 7. Only administrative zoning decisions applying the zoning ordinance may be appealed to the Appeal Authority. Appeals may not be used to waive or modify the terms or requirements of this title.
 8. **The Standard of review for appeals is De Novo.**
- F. Variances.
1. Any person or entity desiring a waiver or modification of the requirements of this title as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the Appeal Authority for a variance from the terms of this title.
 2. The Appeal Authority may grant a variance only if all five of the following conditions are met:
 - a. Literal enforcement of this title would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of this title.

- b. There are special circumstances attached to the property that do not generally apply to other properties in the same zone.
- c. Granting the variance is essential to the enjoyment of a substantial property right possessed by other properties in the same zone.
- d. The variance will not substantially affect the general plan and will not be contrary to the public interest; and
- e. The spirit of this title is observed and substantial justice done.
- 3. In determining whether enforcement of this title would cause unreasonable hardship under subsection (2) of this section, the Appeal Authority may not find an unreasonable hardship unless the alleged hardship is located on or associated with the property for which the variance is sought; and comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood.
 - a. In determining whether or not enforcement of this title would cause unreasonable hardship under subsection (2) of this section, the Appeal Authority may not find an unreasonable hardship if the hardship is self-imposed or economic.
- 4. In determining whether or not there are special circumstances attached to the property under subsection (2) of this section, the Appeal Authority may find that special circumstances exist only if the special circumstances:
 - a. Relate to the hardship complained of; and b. Deprive the property of privileges granted to other properties in the same zone.
- 5. The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.
- 6. Variances run with the land.
- 7. The Appeal Authority and any other body may not grant use variances.
- 8. In granting a variance, the Appeal Authority may impose additional requirements on the applicant that will:
 - a. Mitigate any harmful effects of the variance; or b. Serve the purpose of the standard or requirement that is waived or modified.
- G. District court review. Any person adversely affected by any decision of the Appeal Authority may petition the district court for a review of the decision. Petitions for appeal to the district court shall be made within 30 days of the Appeal Authority's decision, or as otherwise outlined by Utah State Code (UCA 10-9a part 8 et seq.).
- H. Stay of decision: The Appeal Authority may stay the issuance of any permits or approvals based on its decision for thirty (30) days or until the decision of the district court in any appeal of the decision.

18.12.105.Planning Commission Created and Membership

- A. There is created a Planning Commission within and for the City to be known as The Planning Commission.
- B. The Commission shall consist of seven voting members, plus two non-voting alternates. Alternates shall vote in the event that said alternates participates on the Commission in place of voting members. All members shall be appointed by the Mayor with the consent of the City Council from among qualified electors of the City. Members shall be selected without respect to political affiliation and may receive compensation per City Policy.

18.12.110 Planning Commission - Powers And Duties

The planning commission shall have the following powers and duties with respect to this title:

1. The planning commission shall hear and decide request for amendments to this title. The planning commission may also act on its own initiative in considering and recommending amendments to this title. Before a favorable recommendation is given, however, it must be shown:
 - 1.a. The amendment will not be contrary to the land use plan;
 - 2.b. The amendment will not mitigate against the fulfillment of any other provisions of the comprehensive plan;
 - 3.c. The amendment will not decrease nor adversely affect the health, safety, convenience, morals, or general welfare of the public;
 4. d. The amendment will more fully carry out the intent and purpose of this title;
 5. e. That, balancing the interest of the petitioner with the interest of the public, both interests will be served better by adopting such an amendment. In considering a request for an amendment to this title or the zoning map, the planning commission may submit a recommendation for or against the request or it may recommend an alternate amendment.
2. To review, approve, disapprove, or approve subject to modifications, requests for permits to construct large scale developments;
3. Any other duty imposed on the planning commission under the terms of this title.

The Planning Commission shall have the following powers and duties:

- A. Hear and recommend amendments to Titles 18 of the Heber City Code;
- B. Hear and recommend amendments to the General Plan;
- C. Other such direct or indirect duties and powers as defined in said Titles 18, the City Code, the State Code and as may be designated by the City Council.

18.12.115. Planning Commission Terms of Office, Organization and Removal from Office

- A. A. Term of Office. The terms of office for the appointive members of such Commission shall be two, four, and six years. Two shall be appointed for two years, two shall be appointed for four years, and three shall be appointed for six years. The term of office for the alternate(s) shall be for two years. Thereafter, the terms of office for each appointive member, except for the alternate(s), shall be six years. Vacancies occurring otherwise than through the expiration of term shall be filled by appointment by the Mayor, with the consent of the City Council.
- B. B. Organization. The Planning Commission shall elect from its membership a chairman and vice chairman and shall adopt rules for its own organization and for the transaction of business not in conflict with ordinances or laws. It shall also keep a public record of its proceedings according to the Utah Open and Public Meetings Act.
- C. Removal from Office. Any appointive officer may, at any time, be removed from office by the action of the appointive power with the concurrence of a majority of all the City

Council, or of a majority of all the City Council with the concurrence of the appointive power.

18.12.120 Amendment Of The Zoning Ordinance Or Map

1. The governing body may amend, change or modify any provision of this title or the zoning map provided:

1. The proposed amendment or amendments have been submitted to the Planning Commission for its recommendations. The Planning Commission shall prepare and recommend amendments following a public hearing reasonably noticed for at least ten (10) calendar days. Unless the Planning Commission submits its recommendations within sixty days from receipt of the proposed amendment, the governing body may assume an affirmative recommendation;
2. The governing body has held a public meeting on the proposed amendment reasonably noticed for 24 hours;
3. The amendment will not be contrary to the Comprehensive Plan;
4. The amendment will more fully carry out the intent and purpose of the Comprehensive Plan and this Title.

2. Notice of the Planning Commission hearing should also include written submittal of the proposed amendment to the City Manager, City Attorney, Chief of Police, Building Official, City Engineer, City Fire Official, and City Recorder, and must include notice to affected entities as required by Utah State Code, at least ten (10) days prior to the hearing for review and comments.

3. No material change in or departure from the recommendation of the planning commission can be made after such public hearing unless the change or departure be submitted to the planning commission for its consideration and recommendations. Upon receiving the reconsidered recommendations of the planning commission, the governing body may overrule the planning commission.

The city council, after a recommendation from the planning commission, may amend the number, shape, boundaries, or area of any zone; any regulation of or within the zone; the general plan, or any other provisions of this title.

Amendments may be initiated by the city council, the planning commission, or by one or more owners of property affected by the proposed amendment. Unless initiated by the city council or planning commission, no amendment shall be considered without evidence of the acquiescence therein of the owners of the property involved.

A. The amendments may only occur in accordance with the following procedure:

1. Submission. Any person, including staff, the planning commission or city council, seeking an amendment to this title, the zoning map or the general plan shall submit to the planning commission, on application forms provided by the city, generally including the following:
 - a. A description of the specific amendment to this title or zoning map.
 - b. The reason and justification for the proposed amendment addressing all of the following:

- i. How the proposed amendment would further the purpose and intent of this title;
 - ii. How the proposed zoning amendment is consistent with the general plan;
 - iii. How the proposed amendment meets the needs and policy of the city as expressed by the legislative body in stated goals and objectives found in the general plan.
- B. After receipt of a copy of any amendment from the planning commission held at a public hearing and before adopting any amendment, the city council may set the matter for a public hearing or public meeting.
- C. After the public meeting or hearing, the city council may:
 - 1. Adopt the amendment as proposed;
 - 2. Modify the amendment and adopt or reject the amendment; or
 - 3. Reject the amendment.
- D. In case an application from a petitioner for a change of zone is denied, a new application for the same zoning change affecting the same property shall not be eligible for reconsideration for one year subsequent to such denial.
- E. City Council denial of an application to amend the general plan shall preclude a person from filing another application covering substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval. This section shall not limit the City Council, planning commission, or authorized city staff from initiating a general plan amendment at any time.

18.12.130 Small Lot Splits

Commented [MR3]: Deleted not legal

~~1. Where a parcel of land at the time of adoption of the ordinance codified in this Title is at least one and eight-tenths times as wide and one and eight-tenths times as large in area as required for a lot in the zone, the planning commission may permit the division of a parcel into two lots provided:~~

- ~~1.. Such division will not cause undue concentration of buildings;~~
- ~~2.The characteristics of the zone in which the lot is located will be maintained;~~
- ~~3. In the opinion of the planning commission, values in the area will be safeguarded;~~
- ~~4. To meet and preserve the requirements of 1, 2, 3,the Planning Commission may impose certain restrictions. Those restrictions will constitute a covenant running with the land and shall be approved in writing by the owner and recorded against the property in the Wasatch County Recorder's Office.~~

~~2. Neighborhood Infill lots shall not be eligible for consideration pursuant to this Section. All Neighborhood Infill lots shall meet the minimum requirements of Section 18.83.040.~~

18.12.140 Appeals Procedure Agricultural Protection Area (APA)

~~Upon receipt of the application, the zoning administrator shall forthwith transmit to the board of adjustment all papers constituting the record upon which the action appealed from was taken. The board of adjustment shall review the application and shall return the same to the zoning~~

administrator with its decision pertaining thereto within thirty days. Failure to return said application within thirty days shall constitute approval. An appeal stays all proceedings in furtherance of the action appealed from unless the zoning administrator certified to the board of adjustment after the notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than the restraining order which may be granted by the board of adjustment or by the district court on application and notice to the zoning administrator and on due cause shown.

- A. The provisions of Chapter 41, Title 17 of Utah State Code et seq. shall govern the process for creating, removing, or adding to an APA in Heber City. State Code shall also govern the extent or limit to which an APA benefits any particular property.
- B. The Heber City Planning Commission shall serve as the recommending Advisory Board in consideration of APAs.
- C. There shall be at least five (5) contiguous acres in each APA.
- D. Properties shall be located within a Residential Agriculture or Agricultural Zone to qualify to be part of an APA.
- E. Once established, an APA shall be shown upon the City's Zoning Map.

18.12.150 Appeals — Hearing

- 1. ~~The board of adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof by publication of notice at least five days prior to the date of the hearing, as well as notice by mail to adjacent property owners, and decide the same within a reasonable time.~~
- 2. ~~The intent in requiring a hearing is to enable the board of adjustment to obtain facts surrounding the case which may not be shown in the record as submitted to the board. The decision of the board shall be based upon the facts and not upon expressions of support or protest, or lack of support or protest, which may be made at the hearing. Any party may appear at the hearing in person or by agent or by attorney.~~

18.12.160 Appeals — Notice Of Decision

~~The board of adjustment shall make determinations in harmony with the provisions of this title and shall notify the zoning administrator of the action taken within ten days following their decision.~~

18.12.170 Further Appeal

~~Any person adversely affected by any decision of the board of adjustment may petition the district court for review of the decision. In the petition, the plaintiff may only allege that the board of adjustment's decision was arbitrary, capricious, or illegal. The petition is barred unless it is filed within 30 days after the board of adjustment's decision is final. The board of adjustment's~~

decision shall be deemed final upon the vote at the meeting and not upon approval of the minutes, unless stated otherwise in the motion. The filing of a petition does not stay the decision of the board of adjustment.

18.12.180 Planning Commission — Powers And Duties

The planning commission shall have the following powers and duties with respect to this title:-

1. ~~The planning commission shall hear and decide request for amendments to this title. The planning commission may also act on its own initiative in considering and recommending amendments to this title. Before a favorable recommendation is given, however, it must be shown:-~~
 1. ~~The amendment will not be contrary to the land use plan;-~~
 2. ~~The amendment will not militate against the fulfillment of any other provisions of the comprehensive plan;-~~
 3. ~~The amendment will not decrease nor adversely affect the health, safety, convenience, morals, or general welfare of the public;-~~
 4. ~~The amendment will more fully carry out the intent and purpose of this title;-~~
 5. ~~That, balancing the interest of the petitioner with the interest of the public, both interests will be served better by adopting such an amendment. In considering a request for an amendment to this title or the zoning map, the planning commission may submit a recommendation for or against the request or it may recommend an alternate amendment.-~~
2. ~~To review, approve, disapprove, or approve subject to modifications, requests for permits to construct large scale developments;-~~
3. ~~Any other duty imposed on the planning commission under the terms of this title.~~

18.12.190 Amendment Of The Zoning Ordinance Or Map

1. ~~The governing body may amend, change or modify any provision of this title or the zoning map provided:-~~
 1. ~~The proposed amendment or amendments have been submitted to the Planning Commission for its recommendations. The Planning Commission shall prepare and recommend amendments following a public hearing reasonably noticed for at least ten (10) calendar days. Unless the Planning Commission submits its recommendations within sixty days from receipt of the proposed amendment, the governing body may assume an affirmative recommendation;-~~
 2. ~~The governing body has held a public meeting on the proposed amendment reasonably noticed for 24 hours;-~~
 3. ~~The amendment will not be contrary to the Comprehensive Plan;-~~
 4. ~~The amendment will more fully carry out the intent and purpose of the Comprehensive Plan and this Title.-~~
2. ~~Notice of the Planning Commission hearing should also include written submittal of the proposed amendment to the City Manager, City Attorney, Chief of Police, Building~~

Official, City Engineer, City Fire Official, and City Recorder, and must include notice to affected entities as required by Utah State Code, at least ten (10) days prior to the hearing for review and comments.

3. ~~No material change in or departure from the recommendation of the planning commission can be made after such public hearing unless the change or departure be submitted to the planning commission for its consideration and recommendations. Upon receiving the reconsidered recommendations of the planning commission, the governing body may overrule the planning commission.~~

18.16 Zones Generally-Boundaries of Zones

~~18.16.010 Establishment Of Zones
18.16.0210 Boundaries Of Zones
18.16.030 Regulations Within Zones Generally
18.16.040 Repealed By 2001-01
18.16.050 Repealed By 2001-01
18.16.060 Repealed By 2001-01
18.16.070 Repealed By 2001-01
18.16.080 Repealed By 2001-01
18.16.090 Repealed By 2001-01
18.16.100 Repealed By 2001-01
18.16.110 Repealed By 2001-01
18.16.120 Repealed By 2001-01
18.16.130 Repealed By 2001-01
18.16.140 Repealed By 2001-01
18.16.150 Repealed By 2001-01~~

Single-Use Zones	Mixed-Use Zones	Overlay Zones
A-2 Agriculture Zone	MURCZ Mixed Use Residential Commercial Zone	AOZ Airport Overlay Zone

R-2 Residential Zone	PC Planned Community Zone	Sexually Oriented Business Zone
RA-1 Residential Agricultural Zone	COSZ Clustered Open Space Zone	R-C Residential Commercial Zone
R-1 Residential Zone	MCZ Mountain Community Zone	(NIOZ) Neighborhood Infill Overlay Zone
R-2 Residential Zone	North Village Overlay Zone (NVOZ)	
R-3 Residential Zone		
Industrial Zone		
I-1 Industrial Zone		
I-2 Industrial Zone		
MBP Manufacturing and Business Park Zone		
CMP Corporate and Medical Zone		
C-2 Commercial Zone		
C-3 Commercial Zone		
C-4 Commercial Zone		

18.16.010 Establishment Of Zones

In order to carry out the purpose of this title, the city is divided into zones as follows:

18.16.0210 Boundaries Of Zones

Where uncertainty exists with respect to the boundaries of various zones, the following rules shall apply: A. Where the intended boundaries on the zone map are approximately street or alley lines, said streets or alleys shall be construed to be the zone boundaries; B. Where the indicated boundaries are approximately lot lines, said lot lines shall be construed to be the zone boundaries,

unless otherwise indicated; C. Where land has not been subdivided into lots, the zone boundary shall be determined by the use of the scale of measurement shown on the map;

18.16.030 Regulations Within Zones Generally

~~Within each of the zones, the use, location, height and size of buildings and structure; the use of land and size of lots, yards, courts and other open spaces are regulated as set forth in this title.~~

18.16.040 Official Zone Map Amended By 2021-39

~~A. The location and boundaries of each of the zones are shown on the official zone map of the city, and said map is declared to be an official record and a part of this title. B. Whenever amendments or changes are made in zone boundaries such amendments or changes shall be made on the official zone map promptly. No amendment or change shall become effective until after it has been properly noted and attested to on the official zone map. C. No changes of any nature shall be made in the official zone map except in conformity with the procedures set forth in this title. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this title and punishable as provided in this title. D. Regardless of the existence of purported copies of the official zone map which may, from time to time, be made or published, the official zone map which shall be located in the office of the city clerk shall be the final authority in determining current zoning status.~~

Title 2.38 and 2.48

These sections to be repealed and replaced in this Title.

2.38 Community Development Director

2.38.010 Appointment

2.38.020 Duties

2.38.010 Appointment

The City Manager shall have the power to hire, with the advice and consent of the City Council, a competent person to the office of Community Development Director.

2.38.020 Duties

It is the duty of the Community Development Director:

1. To coordinate with City staff, departments, commissions and other governmental entities, projects that deal with the planning, zoning and economic development of the City.
2. Other responsibilities as assigned by the City Manager and City Council.

2.48 Planning Commission

2.48.010 Created—Membership

2.48.015 Powers And Duties

2.48.020 Terms Of Office

2.48.030 Organization—Meetings

2.48.040 Staff-Consultants

2.48.010 Created—Membership

1. There is created a Planning Commission within and for the City to be known as The Planning Commission.
2. The Commission shall consist of seven voting members, plus two non-voting alternates. However, said alternates shall vote in the event said alternates participate on the Commission in place of voting members. All members shall be appointed by the Mayor with the consent of the City Council from among qualified electors of the City. Members shall be selected without respect to political affiliation and shall receive fifty dollars, (\$100.00) for each regular meeting attended.

2.48.015 Powers And Duties

1. The Planning Commission shall have the following powers and duties:
 1. Hear and recommend amendments to Titles 17 and 18 of the Heber City Code;
 2. Hear and recommend amendments to the General Plan;
 3. Hear and recommend proposed subdivision developments as specified in said Titles 17 and 18;
 4. Hear and decide other issues appropriated to the Planning Commission as designated in said Titles 17 and 18;

- ~~5. Hear and decide commercial and industrial development approvals;~~
- ~~6. Hear and determine Conditional Uses; and~~
- ~~7. Other such direct or indirect duties and powers as defined in said Titles 17 and 18, the City Code, the State Code and as may be designated by the City Council.~~

2.48.020 Terms Of Office

~~The terms of office for the appointive members of such Commission shall be two, four, and six years. Two shall be appointed for two years, two shall be appointed for four years, and three shall be appointed for six years. The term of office for the alternate(s) shall be for two years. Thereafter, the terms of office for each appointive member, except for the alternate(s), shall be six years. Vacancies occurring otherwise than through the expiration of term shall be filled by appointment by the Mayor, with the consent of the City Council. Members may be removed after public hearing by a majority vote of the City Council.~~

2.48.030 Organization — Meetings

~~The Planning Commission shall elect from its membership a chairman and vice chairman, and shall adopt rules for its own organization and for the transaction of business not in conflict with ordinances or laws. It shall also keep a public record of its proceedings.~~

2.48.040 Staff — Consultants

~~The Planning Commission may contract with consultants providing its expenditures, exclusive of gifts, shall be within the amounts appropriated for the purpose by the City Council.~~



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Vector System Procurement to Track Operations and Collect Landing Fees at Heber Valley Airport
RESPONSIBLE: Travis Biggs
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

The Heber Valley Airport currently relies on our FBO to collect and resubmit landing fees. This arrangement has been in place since May 2012 via an Addendum to the Amended 1995 Airport Agreement. In consideration for landing fee collection services, Heber City Agreed to allow the FBO to retain 10% of all fees collected.

New Technology enables us to improve and verify collection of landing fees. One such technology is by ADS-B tracking. ADS-B (Automatic Dependent Surveillance- Broadcast) is a satellite-based aviation surveillance technology that uses GPS satellites and other navigation tools to determine the location of aircraft. It broadcasts aircraft information such as position, velocity and identification via public radio frequencies. To fly in most controlled airspace, aircraft must be equipped with ADS-B. This technology provides a unique advantage of telling us who, when and where aircraft are being used.

RECOMMENDATION

It is recommended that the City Council review and approve the procurement of Vector Systems using Virtower data to collect landing fees.

BACKGROUND

Historically, the FBO has agreed to collect landing fees at the Heber Valley Airport. The FBO currently collects landing fees for the airport during their normal business hours. Once the landing fees have been collected, the FBO sends the collected amount to the City. In return for collecting these fees, the FBO retains 10% of the collections. This arrangement has been in place since 2012.

In 2022, UDOT Aeronautics wanted a more accurate understanding of how many aircraft were flying in Utah, where they are flying to and from, and where they are based. UDOT issued an RFP to select a company to collect operation data at Utah airports and Virtower was the successful company in that procurement process. They signed a 5-year contract with UDOT last year to provide data collection at 36 of the 46 public-use airports in Utah. UDOT utilizes the Virtower system to help determine "based" aircraft and operation numbers throughout the state. These numbers help them determine where to invest state funds.

Virtower is currently being used at over 300 airports throughout the U.S., General Aviation as well as commercial airports. Vector is a subcontractor/partner of Virtower. Vector was founded in 2005 and is being used at over 80 airports that range from local GA airports to international airports. Virtower and Vector work together at airports in Utah and throughout the world.

DISCUSSION

Having an accurate knowledge of who is using the airport is very important for various reasons. One key reason is the need to accurately determine how many aircraft are based in Heber. The number of based aircraft along with the number of operations at an airport determine how much State and Federal funding each airport receives. This funding is essential for maintaining, improving and repairing airport capital assets. It is only because of this funding, and other Federal and State funding, that we are able to remain self-sufficient and not require local tax subsidies to maintain our airport.

Another reason rests with the critical need to accurately track, access and collect landing fees from users of the airport 24 hours a day, seven days a week, 365 days a year. Landing fees are one of the larger airport revenue sources and collecting the fees from users of the airport is critical to insuring we remain compliant with grant assurances, specifically Assurance 22 Economic Nondiscrimination.

Virtower uses a tracking system that monitors aircraft 24 hours a day. The Virtower/Vector system ensures that any transient aircraft landing at the Heber airport will be identified and charged current landing fees regardless of when they arrive. Currently, the FBO collects landing fees only during regular business hours. It is not reasonable to expect airport or FBO staff to monitor airport operations at all times. The Virtower/Vector system will provide the city with aircraft tail numbers, when they land, how often they visit, whether they are based aircraft, as well as the aircraft category (i.e. A-II, BIII, C-I etc.).

Airports nearby are beginning to charge landing fees. Because of these fees, neighboring pilots and flight schools have already indicated they will be coming up to Heber more often. It is currently difficult to accurately determine which aircraft are visiting and who to invoice. This is particularly difficult when they just do a few touch and goes. The Vector system would help mitigate this and the previously mentioned issues.

In the settlement agreement between Heber City and our FBO (OK3 Air), it states that if/when the city chooses to relieve OK3 of collecting landing fees, it will provide them with a 90-day notice. Discussion with OK3 on this matter have already commenced.

Additionally, we are currently reviewing our rates, fees and charges and developing an updated financial plan at the airport.

Most airports using the Vector landing fee collection system have reported realizing greater landing

fees. This seems to stem from the greater accuracy associated with utilizing the Vector billing system. In addition, the majority of jet companies (Netjet, Flexjet etc.) using our runway, already receive invoices from Virtower from other airports. They are familiar with the company and the process.

Vector Systems does not require any upfront costs or set up fees. Once they are set up, they would capture our aircraft operations, collect our landing fees, provide us with monthly payments and clear, easy to understand, monthly accounting reports--which we have not had previously.

FISCAL IMPACT

The last three years we have averaged about \$250,000 in landing fees, of which OK3 keeps 10% (@ \$25,000). If we hire Vector Systems, they would require 16% of the total landing fees collected. Applying Vector Systems collection percentage to average landing fees collected over the past three years, collection costs would sum to \$40,000--a difference of \$15,000 annually. After monitoring our traffic for the past 12 months, Vector Systems is confident that collections will exceed \$300,000 annually--assuming similar aircraft traffic patterns. This stems primarily from collection of landing fees after hours, which is currently not happening.

CONCLUSION

The reason we are recommending the Vector System is that it will be able to collect and report extremely accurate landing data and fees and will monitor aircraft 24 hours a day, 365 days a year. Additionally, with this new system, we would have the ability to track down all aircraft, including aircraft doing touch and goes. Vector Systems would also help us verify based vs transient aircraft, which provides us with more state/federal funding.

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 , 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: Airport
Staff member: Travis Biggs, Airport Director

EXHIBITS

1. Presentation1



Heber Regional Airport

Helena Glenn - Sales



Based in the US – Washington, DC Area

- Founded in 2005 to automate landing fee billing process

Vector 100% Aviation Focused

- Aircraft Fee Billing & Collection Service
- Airport Noise and Operations Management Solutions

Vector Difference

- 60+ PLANEPASS Airports – Full-service aircraft fee billing & collection
- 30+ New PLANEPASS airports expected in 2024
- Live US based Client Services and Operator Support Teams
- Comprehensive database of aircraft owner operators
 - 200,000+ Unique Aircraft
 - 134,000 Owner/Operators with known paying relationship to Vector

What is

PLANEPASS is Vector's turn-key, technology-driven service for billing & collecting aircraft fee revenue. The PLANEPASS system and team do all the work, requiring no time or effort from airport or FBO staff.

FEES BILLED INCLUDE :

- | | |
|--------------|---------------|
| ✓ Landing | ✓ Security |
| ✓ Overflight | ✓ Parking |
| ✓ Customs | ✓ After hours |

PLANEPASS Benefits:

- Typical annual fee revenue increases of 10% - 20%+ when existing fee in place
- 100% of operations captured with a 99.6% fee collection rate
- Operators prefer paying through PLANEPASS via one monthly payment with clear accounting
- Relieves operational and collections burden from airport staff
- Transparency in operations and billings/collections for airport
- No upfront cost or implementation charge to airport
- Easy plug-in with Virtower Operations Data via partnership

What Airports Say about

“ Vector is more than just an outside contractor, they are part of our Airport team.”

Jim Brundige
Airport Manager
East Hampton Airport (HTO)

“ In the last 10 months, Vector has enabled us to collect up to twice as much landing fee revenue compared to the same time period last year.”

John Stout
Airport Manager
Sonoma Country Airport (STS)

“ Vector’s PLANEPASS® service more than pays for itself in increased revenue and cost savings at the airport.”

Mark Duebner
Director of Aviation
Dallas Love Field Airport (DAL)

“ Vector’s system has made the billing and collections process very streamlined and much more transparent.”

Chris Padilla
Airport Controller
Aspen-Pitkin County Airport (ASE)

Why Airports Choose



Fully automated aircraft capture and identification

- Solution requires no manual inputs or tracking from Airport or FBO
- Fully automated aircraft identification and tracking system
- 24/7/365 aircraft identification and operations capture

Overlapping aircraft tracking and identification technologies

- Fusion of multiple sources of surveillance, flight plan, and ADS-B data provides comprehensive coverage
- Consolidates multiple data sources into single, cohesive database of billable operations

Accurate and Streamlined billing process

- Applies fee rules consistently based on regulations. Does not waive fees based on fuel sales or as favors
- Most accurate aircraft owner/operator database – 200,000+ active aircraft and 134,000 active aircraft owners
- In-house, U.S.-based staff handles all operator invoicing, service & collection tasks
- 99.6% fee collection success rate

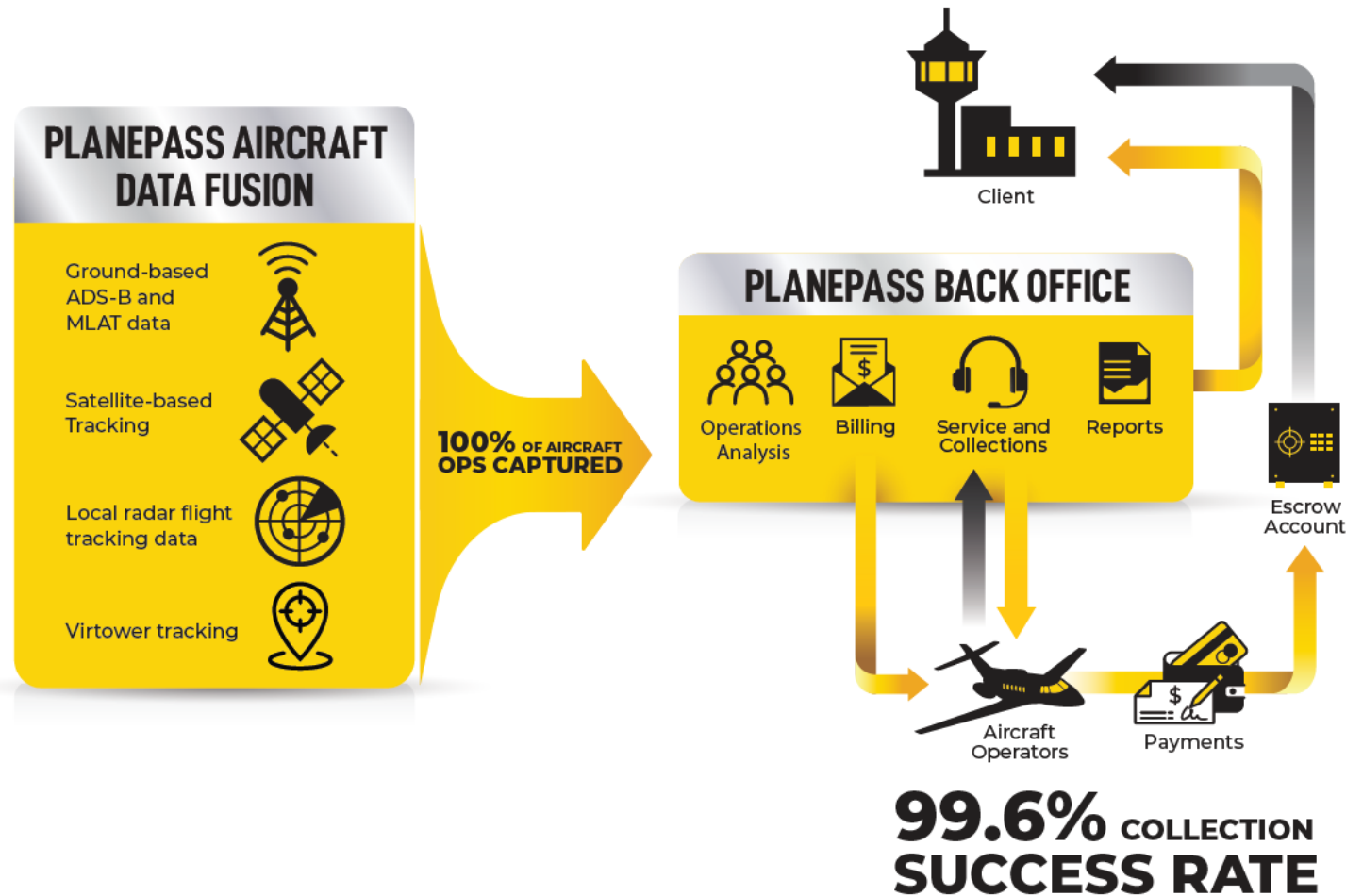
Easy reporting process

- Web-based portal allows online data visualization with secure access
- Exportable reports show all operations and accounting information

PLANEPASS Process

PLANEPASS

BILLING PROCESS OVERVIEW



- Track/Identify aircraft
- Fee Rules and Billing
- Live customer service
- Payment processing
- Active collections
- Accounting and reporting
- Centralized operation for multiple airports

Live Client and Customer Service Teams

- **Live Operator Customer Service** - In-house US-based
- **Highly Trained** - extensive training, ongoing quality control
- **Software** – \$2m annually improving SW systems, service team supported by robust, feature-rich PLANEPASS Back-office SW system

PLANEPASS

FULL-SERVICE AIRCRAFT BILLING SOLUTION

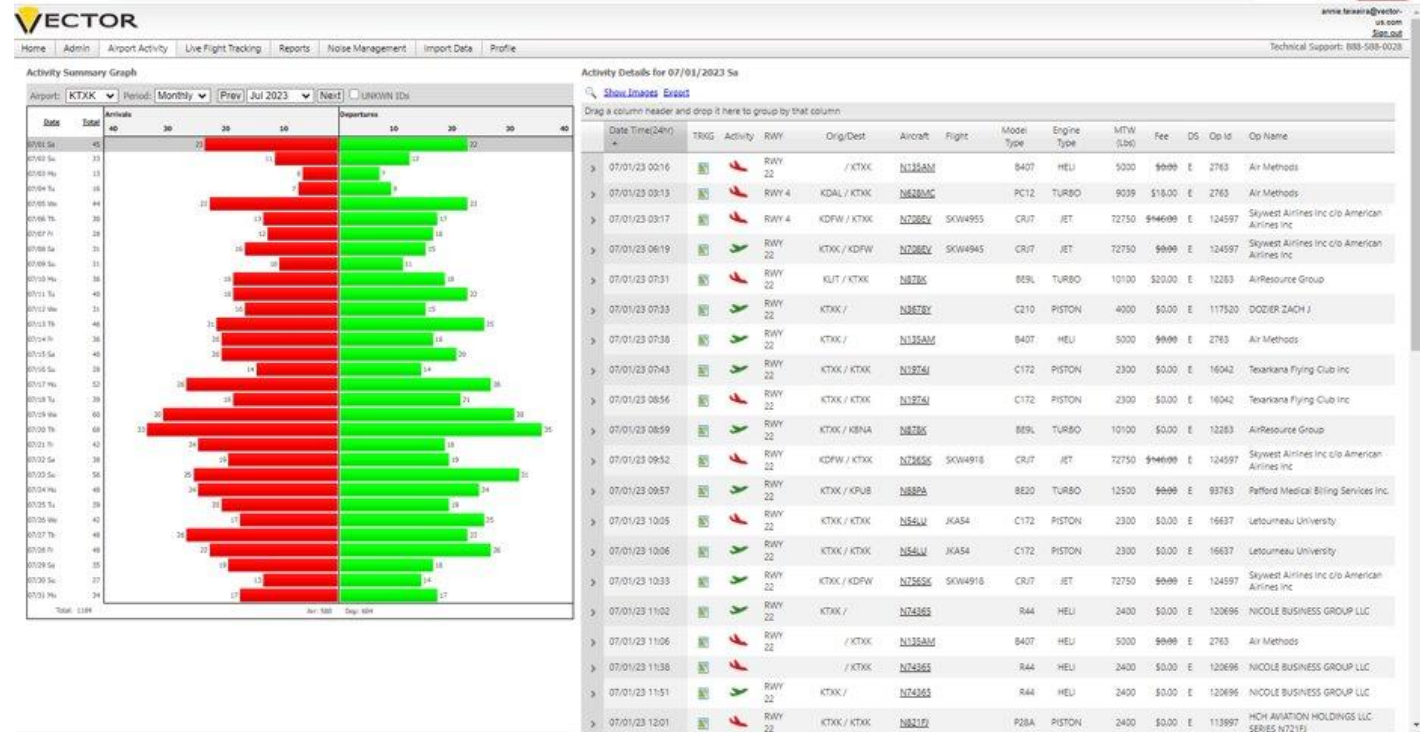


Our in-house staff handles it all:

- ✓ Researches aircraft operator, model, and weight
- ✓ Automatically applies airport fee rules
- ✓ Delivers invoices to aircraft operators
- ✓ Handles all customer service
- ✓ Actively collects fees with 99.6% success
- ✓ Processes payments through escrow account

PLANEPASS Airport Portal

- Aircraft operations and details viewed via secure portal
- Drill downs for additional aircraft and operations data
- Aircraft flight tracks correlated to operations
- Data is searchable/sortable/exportable
- Operations Reports including:
 - Graphical Activity Report
 - Operator Report
 - Activity Detail Search Report
- Access to Financial Reports



Operator Payment Portal

Payment Portal provides:

- Online payments, invoice download, statement download, contact updates, etc.
- All activity logged in PLANEPASS Back-office CRM
- Simple, secure logins

The screenshot displays the PLANEPASS Payment Portal interface. The top navigation bar includes links for My Account, Payment, Airport Info, and Vector FAQ. The main content area is titled 'Make a Payment' and features an 'Outstanding Invoices' section. This section contains a table with columns for Invoice ID, Airport, Invoice Period End, Amount, Credit Card Payment Pending, Net Balance Due, Add, and Amount To Pay. The table lists four invoices from airports KMYV, KBED, KMYV, and KBFI. A blue circle highlights a button labeled 'Click here to make an online payment' with the text 'Amounts shown in airport's national currency' below it. To the right, the 'Payment Summary' section shows 'No Invoices Added.' Below this is the 'Billing Information' section, which includes fields for First name, Middle name, Last name, Country, Address line 1, Address line 2, City, State/Province, Zip/Postal Code, Phone, and Email Address. There is also a checkbox for 'I would like to receive all future invoices via paperless billing' and a 'Payment Information' section with fields for Card Type, Number, Card Verification Number, and Expiration date. The bottom of the page has 'Cancel' and 'Next >>' buttons.

#	Invoice ID	Airport	Invoice Period End	Amount	Credit Card Payment Pending	Net Balance Due	Add	Amount To Pay
1	600067	KMYV	6/30/2023	\$600.00	\$0.00	\$600.00	Add-->	
2	600068	KBED	6/30/2023	\$697.50	\$0.00	\$697.50	Add-->	
3	603090	KMYV	7/31/2023	\$300.00	\$0.00	\$300.00	Add-->	
4	604341	KBFI	7/31/2023	\$112.95	\$0.00	\$112.95	Add-->	

PLANEPASS

Payment Portal

My Account

Payment

Airport Info

Vector FAQ

Go Paperless!

Operator Information

Change Billing/Contact Information

Operator ID: 128305
SMCM Holdings Pte. Ltd
8 MARINA VIEW #07-04
ASIA SQUARE TOWER 1 018960

Contact Name:
Email Address:
Phone Number:

Click here to
make an online payment
Amounts shown in
airport's national currency

Account Summary

KBED Invoices & Payments

Statement

Airport Info

Amounts shown in airport's national currency

Invoices						Payments					
Invoice ID	Airport	Invoice Period End	Date Created	Invoice Total	Payment ID	Date Paid	Check No.	Notes	Payment Total	Balance Due/(Overpaid)	Credits/Pending
Email This	Excel Export	600068	KBED	6/30/2023	7/16/2023					\$697.50	
				Subtotal Invoiced:					Subtotal Payments:	\$0.00	\$697.50
											\$0.00

Invoices						Payments					
Invoice ID	Airport	Invoice Period End	Date Created	Invoice Total	Payment ID	Date Paid	Check No.	Notes	Payment Total	Balance Due/(Overpaid)	Credits/Pending
Email This	Excel Export	604341	KBFI	7/31/2023	8/7/2023					\$112.95	
				Subtotal Invoiced:					Subtotal Payments:	\$0.00	\$112.95
											\$0.00

Invoices						Payments					
Invoice ID	Airport	Invoice Period End	Date Created	Invoice Total	Payment ID	Date Paid	Check No.	Notes	Payment Total	Balance Due/(Overpaid)	Credits/Pending
Email This	Excel Export	600067	KMYV	6/30/2023	7/16/2023					\$600.00	
Email This	Excel Export	603090	KMYV	7/31/2023	8/7/2023					\$300.00	
				Subtotal Invoiced:					Subtotal Payments:	\$0.00	\$900.00
											\$0.00

My Account

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Transparency Through Reporting

- Monthly Billed Detail
- Monthly Billing Adjustments
- Monthly Collection Report
- Accounts Receivable Aging
- PLANEPASS Performance Summary

PlanePass Billing & Collection Performance Summary

InvoiceAirport

KDAL

Invoice Start Month

Last

14

Months (Calendar)

4/1/2020 - 5/31/2021

Invoice Start Month	Invoice Count	% Change	Billed Activities	% Change	Original Billed	Adjustments	Adj %	Adjusted Billed	% Change	Paid	Paid %	AR
April 2020	346	-69%	1048	-72%	\$139,530	(\$2,818)	2.0%	\$136,712	-73%	\$135,553	99.2%	\$1,159
May 2020	614	-42%	1960	-44%	\$263,610	(\$2,033)	0.8%	\$261,578	-46%	\$260,193	99.5%	\$1,385
June 2020	790	-26%	2700	-21%	\$373,215	(\$3,696)	1.0%	\$369,520	-17%	\$364,466	98.6%	\$5,054
July 2020	685	-25%	2858	-6%	\$418,991	(\$2,571)	0.6%	\$416,420	4%	\$411,623	98.8%	\$4,796
August 2020	871	-11%	3213	1%	\$460,777	(\$5,657)	1.2%	\$455,120	5%	\$453,669	99.7%	\$1,451
September 2020	913	-13%	3356	-3%	\$483,169	(\$5,325)	1.1%	\$477,843	3%	\$469,501	98.3%	\$8,342
October 2020	992	-16%	3689	-5%	\$527,377	(\$2,903)	0.6%	\$524,475	1%	\$511,447	97.5%	\$13,028
November 2020	937	-16%	3436	-9%	\$511,700	(\$4,633)	0.9%	\$507,067	-1%	\$494,144	97.5%	\$12,923
December 2020	963	-13%	3494	-5%	\$567,016	(\$5,815)	1.0%	\$561,201	9%	\$533,114	95.0%	\$28,087
January 2021	916	-9%	3513	2%	\$580,667	(\$9,361)	1.6%	\$571,306	14%	\$525,883	92.0%	\$45,423
February 2021	849	-13%	3097	-8%	\$513,813	(\$5,032)	1.0%	\$508,781	-7%	\$397,289	78.1%	\$111,492
March 2021	1145	46%	4433	70%	\$791,823	(\$16,420)	2.1%	\$775,403	92%	\$471,357	60.8%	\$304,046
April 2021	1135	234%	4456	325%	\$746,396	(\$5,204)	0.7%	\$741,192	442%	\$272,691	36.8%	\$468,502
Total	11156	-12%	41253	-2%	\$6,378,084	(\$71,467)	1.1%	\$6,306,617	7%	\$5,300,930	84.1%	\$1,005,687

Sample High GA Traffic Landing Fees

KBFI: BOEING FIELD

Billed using aircraft's MLW upon arrival. Touch & Go not billed.

Aircraft Type	Min. Weight (lbs.)	Max. Weight (lbs.)	Rate	Formula Type
Any	0	12,500	\$1.50*	Per 1,000 lbs. rounded to nearest nickel
Any	12,501	999,999	\$1.50	Per 1,000 lbs. rounded to nearest nickel

** Part 135 Operators, \$5.00 minimum*

KDAL: DALLAS - LOVE FIELD

Billed using aircraft's MLW upon departure. Touch & Go billed.

Aircraft Type	Min. Weight (lbs.)	Max. Weight (lbs.)	Rate	Formula Type
Any	0	999,999	\$5.90	Per 1,000 lbs. rounded
Any	0	999,999	\$3.90*	Per 1,000 lbs. rounded

KASE: ASPEN PITKIN COUNTY AIRPORT

Billed using aircraft's MLW upon departure. Touch & Go billed.

Aircraft Type	Min. Weight (lbs.)	Max. Weight (lbs.)	Rate	Formula Type
Any	0	999,999	\$8.33	Per 1,000 lbs. rounded

KBED: MASSPORT HANSCOM FIELD

Billed using aircraft's MLW upon departure. Touch & Go not billed.

Aircraft Type	Min. Weight (lbs.)	Max. Weight (lbs.)	Rate	Formula Type
Any	0	3,000	\$11.36	Flat Fee
Any	3,001	10,000	\$17.05	Flat Fee
Any	10,001	999,999	\$3.24	Per 1,000 lbs. rounded
Any (Night Arrival)	0 (MTOW)	12,500 (MTOW)	\$76.00	Flat Fee
Any (Night Arrival)	12,501 (MTOW)	999,999 (MTOW)	\$544.00	Flat Fee

KSMO: SANTA MONICA AIRPORT

Billed using aircraft's MLW upon departure. Touch & Go billed.

Aircraft Type	Min. Weight (lbs.)	Max. Weight (lbs.)	Rate	Formula Type
Any	0	999,999	\$5.48	Per 1,000 lbs. rounded

HCR Proposed Fees

Different rate structures and estimated annual projections:

- At your current rate of \$4 per thousand pounds, we estimate annual billings to be \$348,000 – our service fee of 16% equates to a cost of \$55,680.
- At an updated rate of \$6 per thousand pounds, we estimate billings to be \$522,000 – 16% service fee equates to a cost of \$83,530.
- At an updated rate of \$8 per thousand pounds, we estimate billings to be \$696,000 – 16% service fee equates to a cost of \$111,360.

Timeline: Vector can onboard a new airport within 30 days prior to our go live date.

HCR needs to give the current FBO a 90 day notice.

Go live date?



Heber City Council Staff Report

MEETING DATE: 12/5/2023
SUBJECT: Establish City Council Retreat Dates for January 2024
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Necessary Annual Special Meeting

SUMMARY

Council is asked to find mutually agreeable date(s) and time(s) Council Members are available to gather for the 2024 Heber City Council Annual Retreat. If split in two sessions, meetings can be held on weekday afternoons and/or on Friday or Saturday. A single, day-long, session could be held on a Friday or Saturday.

RECOMMENDATION

Determine date(s) and time(s) to hold the City Council Annual Retreat.

BACKGROUND

The City Council Annual Retreat is intended to provide required annual training to the City Council Members as well as establish Council's strategic and budget priorities.

DISCUSSION

- Does the Council wish to meet one time only for an 8-hour day-long retreat or would Council prefer two four-hour meetings?
- Dates Council Members are all available to attend
- Additional topics Council would like to discuss or receive training for

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

None