

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

September 3, 2024

3:45 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

I. WORK MEETING - 3:45 P.M.

1. Heber City Wellbeing Survey Results Presented by Dr. Courtney Flint, USU (Heidi Franco, Mayor) - *45 min*
2. Crossings-Resort Annexation (Tony Kohler, Community Development Director) - *60 min*

II. BREAK - 15 MIN

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

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

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Awards

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. Approval of the August 6, 2024, City Council Meeting Minutes, and the August 20, 2024, Truth in Taxation Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2024-19 Amending Heber City Code, Sections 5.04.130 and 5.04.135 regarding Non-Profit Special Event Fee Waiver (Mindy Kohler, Treasurer) -
3. Cemetery Administration and Columbarium Project: Change Order One in the Amount of \$294,840 and Ordinance 2024-20 Amending the City's Consolidated Fee Schedule to include New Cemetery Niche Pricing (Matt Brower, City Manager)

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

VIII. GENERAL BUSINESS ITEMS:

1. Heber Valley Railroad: Overview, Update, and Future Plans (Mark Nelson, Executive

Director Heber Valley Railroad) - 30 min

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

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

1. Resolution 2024-10 authorizing the Issuance and Sale of not more than \$4,000,000 Aggregate Principal amount of Water Revenue Bonds, Series 2024; and Related Matters (Marcus Keller) - 10 min
2. Resolution 2024-15 authorizing the Issuance and Sale of not more than \$6,500,000 Aggregate Principal amount of Sewer Revenue Bonds, Series 2024; and Related Matters (Marcus Keller) - 10 min
3. Resolution 2024-16 Authorizing the Issuance and Sale of not more than \$2,000,000 Aggregate Principal Amount of Irrigation Revenue Bonds, Series 2024B; and Related Matters (Marcus Keller, Russ Funk, City Engineer) - 10 min
4. Ordinance 2024-21 Wasatch County Courts Zone Change (1361 US-40) (Jacob Roberts, Planner) - 15 min
5. Central District Tour and Field Trip/Overlay Zone (Matt Brower, City Manager) - 15 min
6. City Manager Agreement (Cherie Ashe, Human Resources Director, Scott Phillips, Council Member) - 15 min

X. COMMUNICATION:

XI. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on August 29, 2024, 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: 9/3/2024
SUBJECT: Heber City Wellbeing Survey Results Presented by Dr. Courtney Flint, USU
RESPONSIBLE: Heidi Franco
DEPARTMENT: City Council
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

I move to **continue** the item to another meeting on , 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: City Council
Staff member:

EXHIBITS

1. Heber City Wellbeing Survey Presentation_Sept 3-2024 rb



Wellbeing in Heber

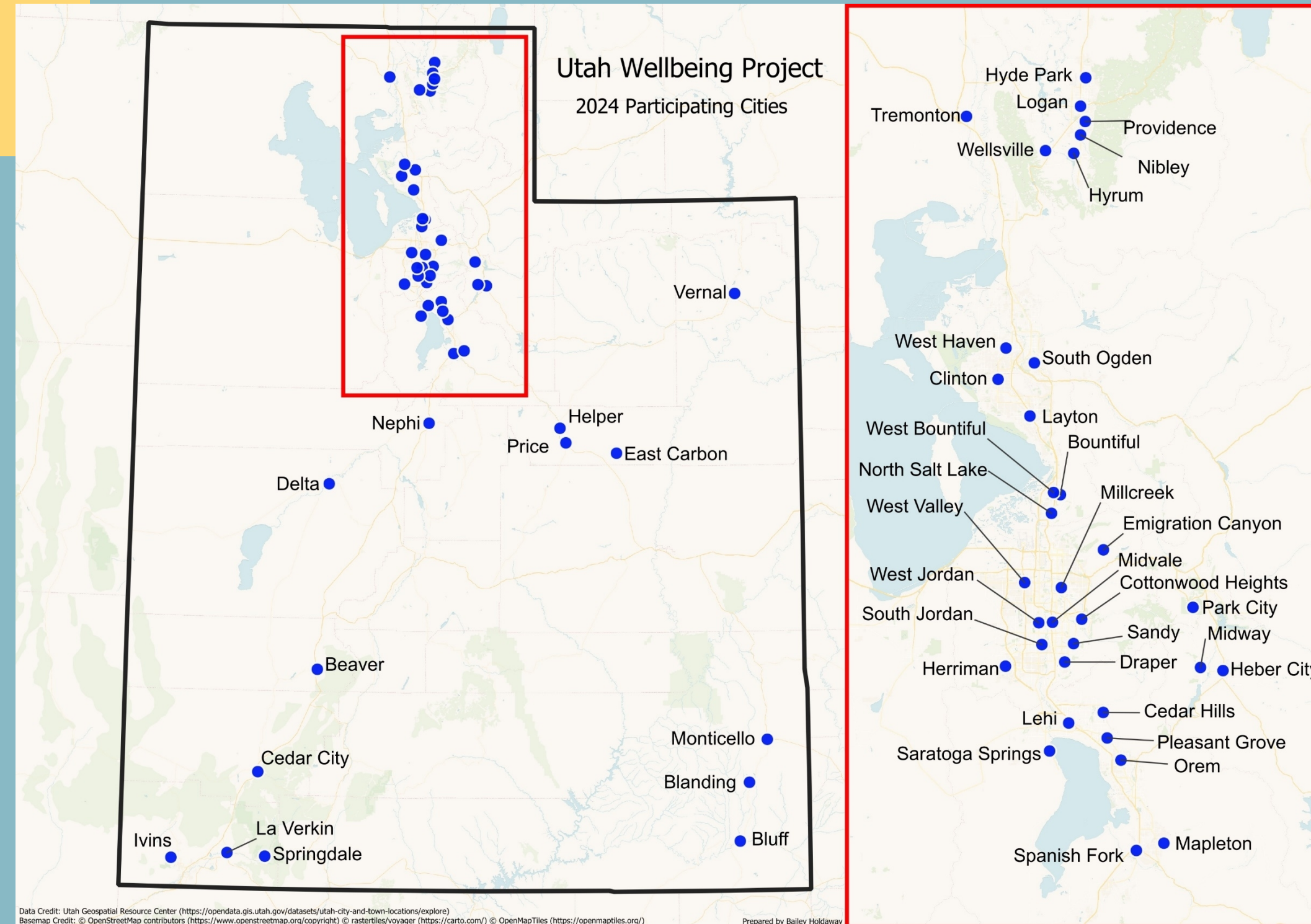
Reporting on Survey Findings
Dr. Courtney Flint
September 3, 2024

Survey Project Goals

To provide Utah city and town leaders with information on the wellbeing and perspectives of residents to inform local planning processes and decision making.

To support comparative research on community wellbeing.

To support statewide and regional policy and planning efforts with data representing the lives of Utahns.



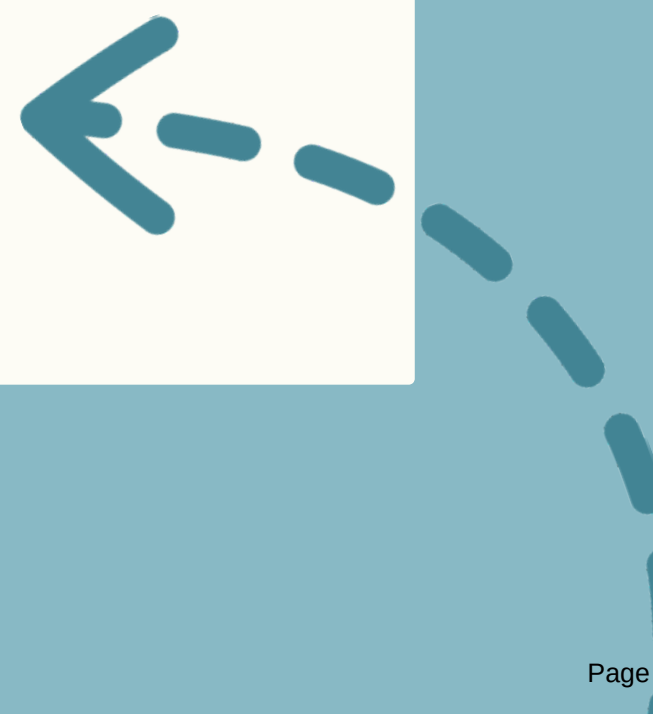
City Reports Are Online Now!

www.usu.edu/utah-wellbeing-project/





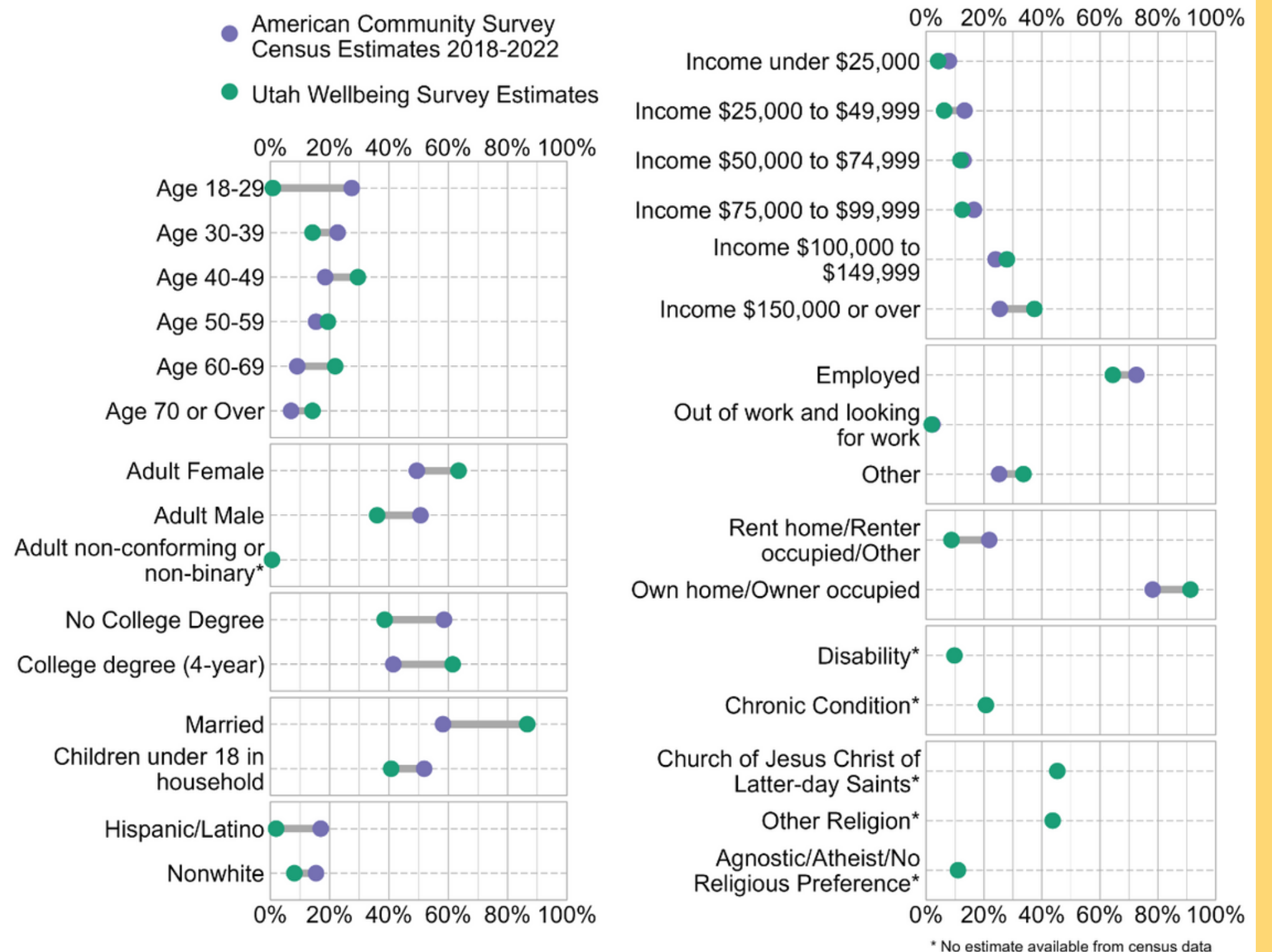
Heber Wellbeing Survey

- **Online Qualtrics Survey Spring 2024**
 - **No-cost partnership with Heber City for survey recruitment**
 - **437 surveys received in 2024**
 - **Advertised through social media, email, and the city website**
- 

Demographics

- **97.5% Full Time Residents**
- **Average Length of Residence: 18.8 Years**
- **26.3% Lived in West Valley City 5 Years or Less**
- **Survey underrepresents**
 - **Age 18-29**
 - **Those without a college degree**
 - **Hispanic or Latino**

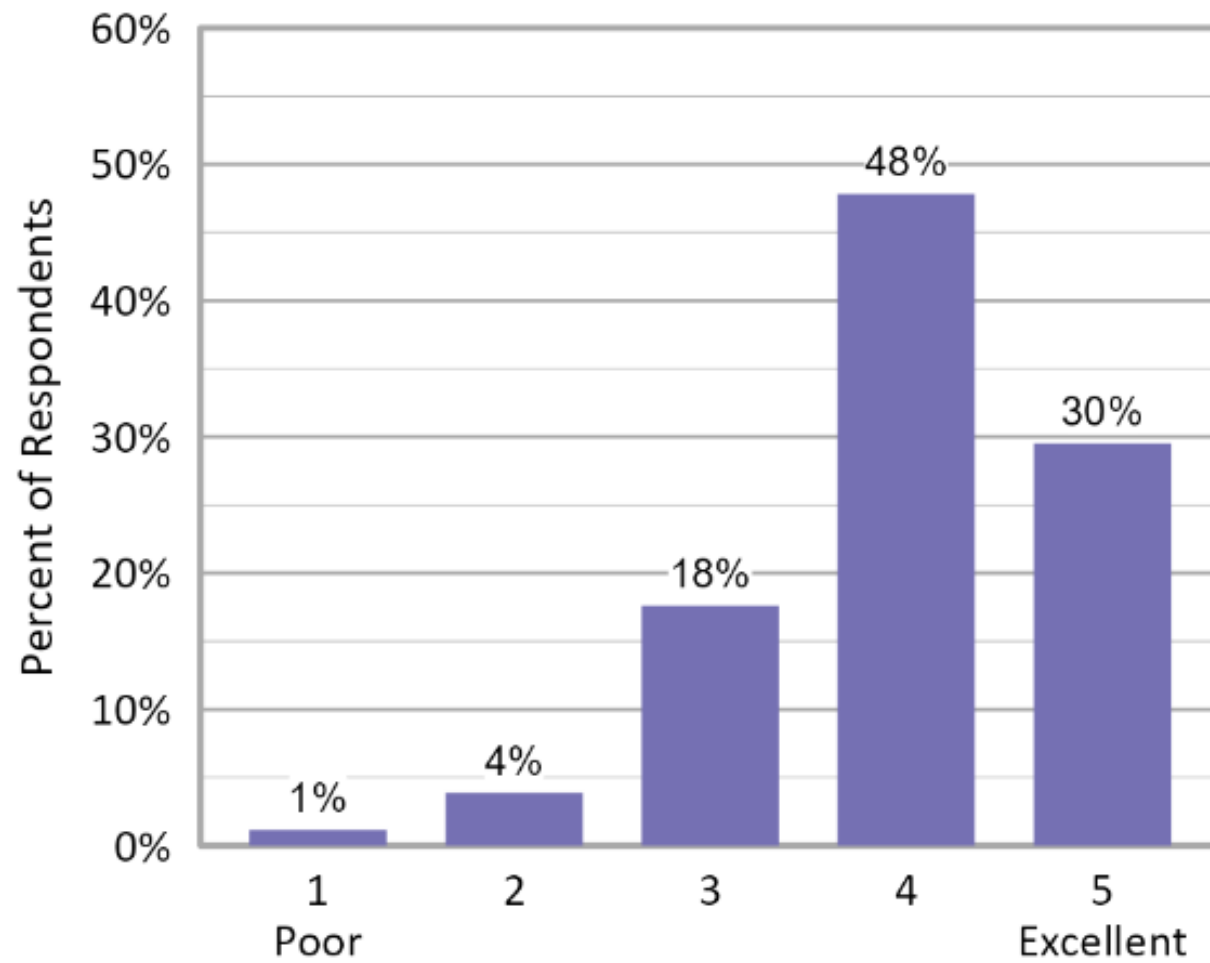
Heber 2024 Demographics



Personal Wellbeing in Heber

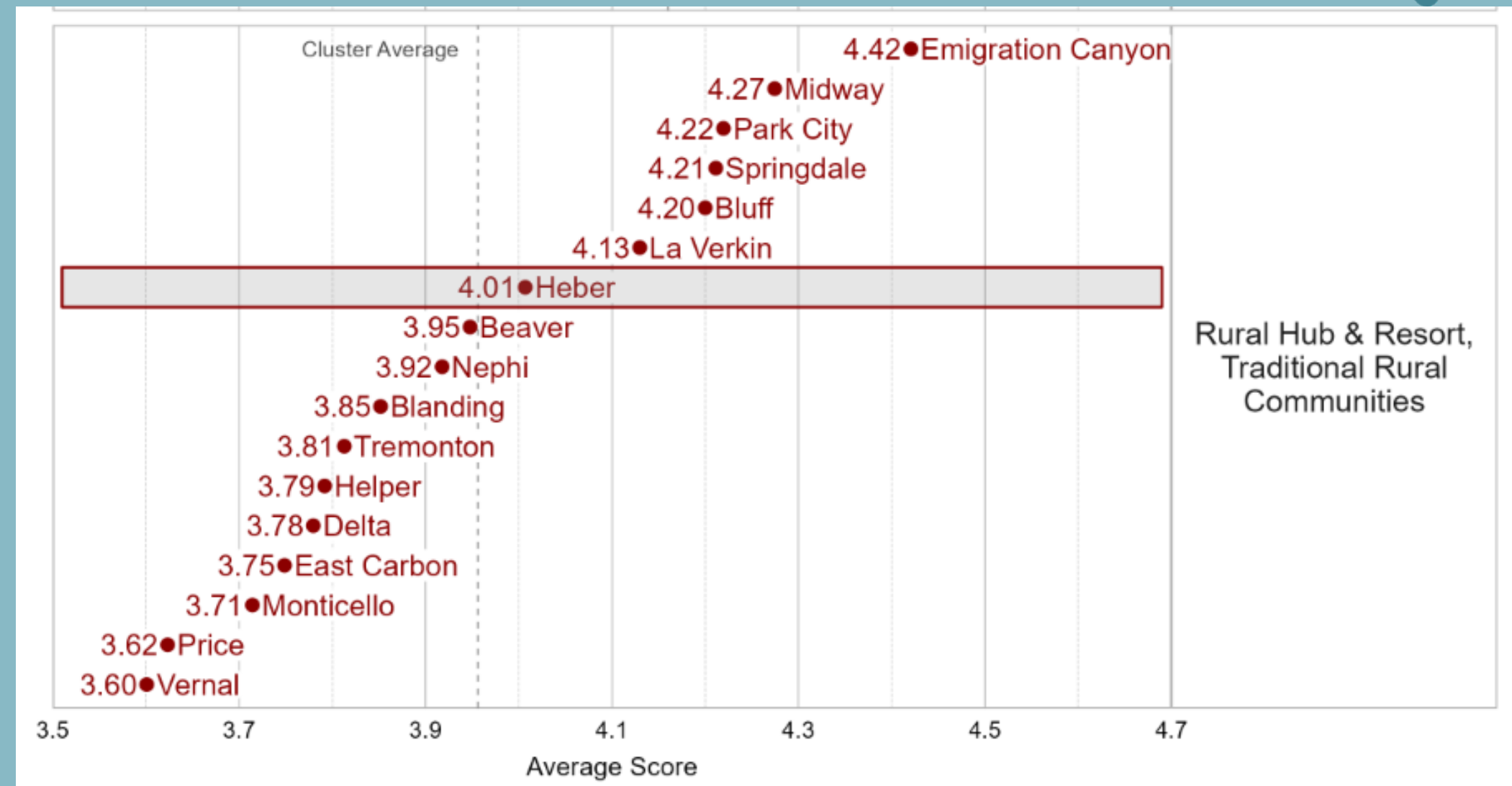
Personal Wellbeing in Heber

How would you rate your overall personal wellbeing?



**Average
4.01**

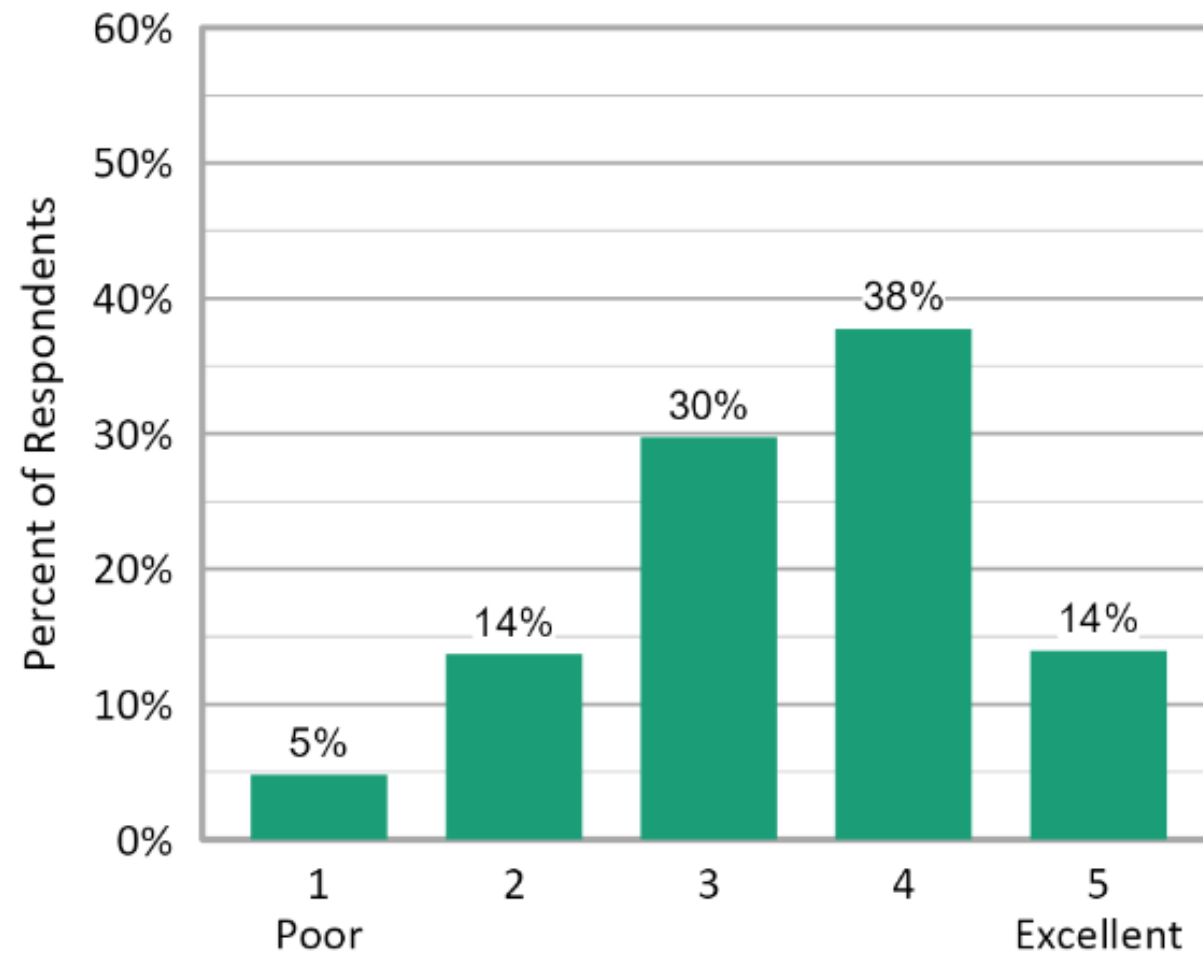
**77% said
4 or 5**



Community Wellbeing in Heber

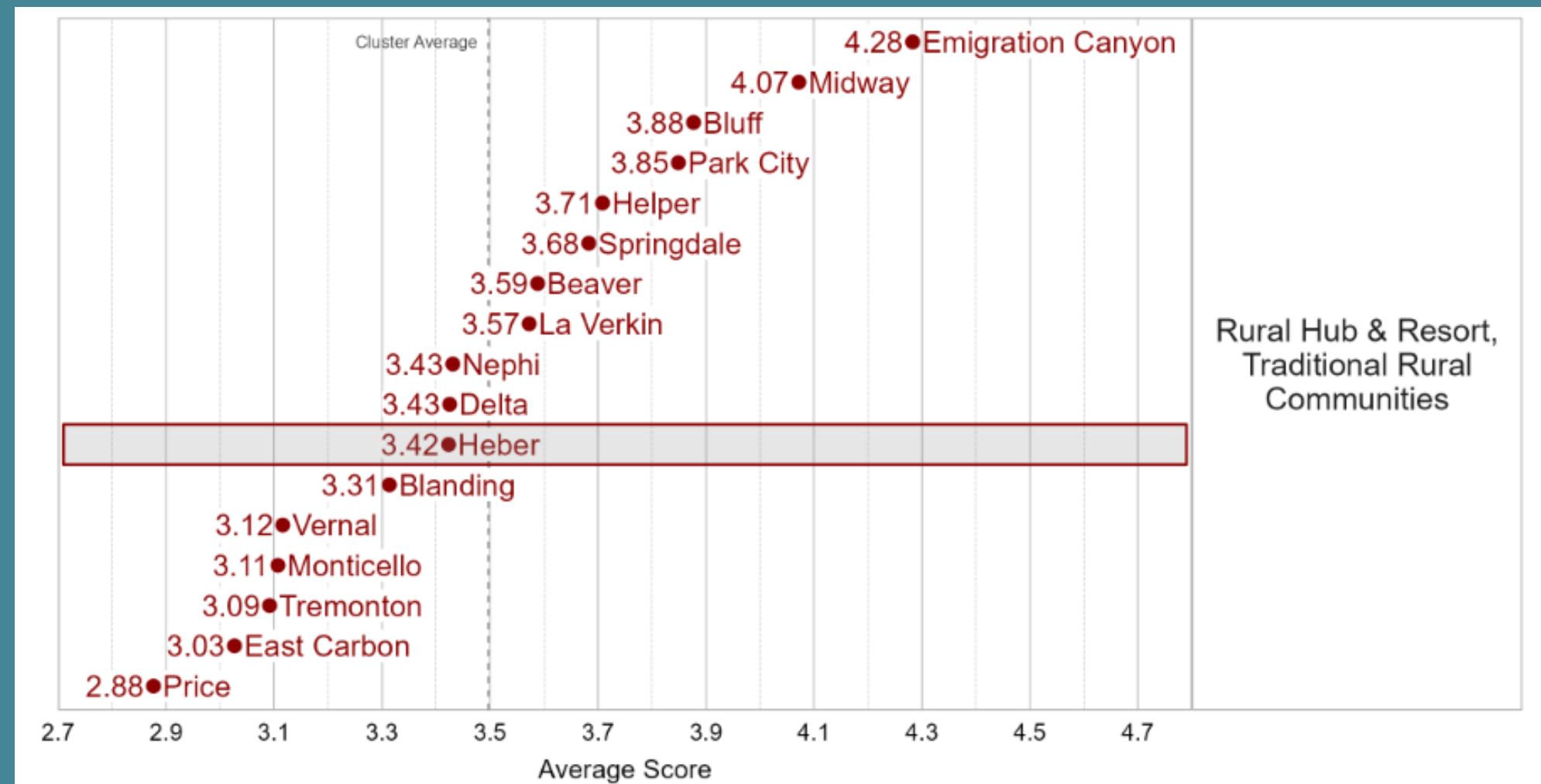
Community Wellbeing in Heber

How would you rate overall wellbeing in Heber?

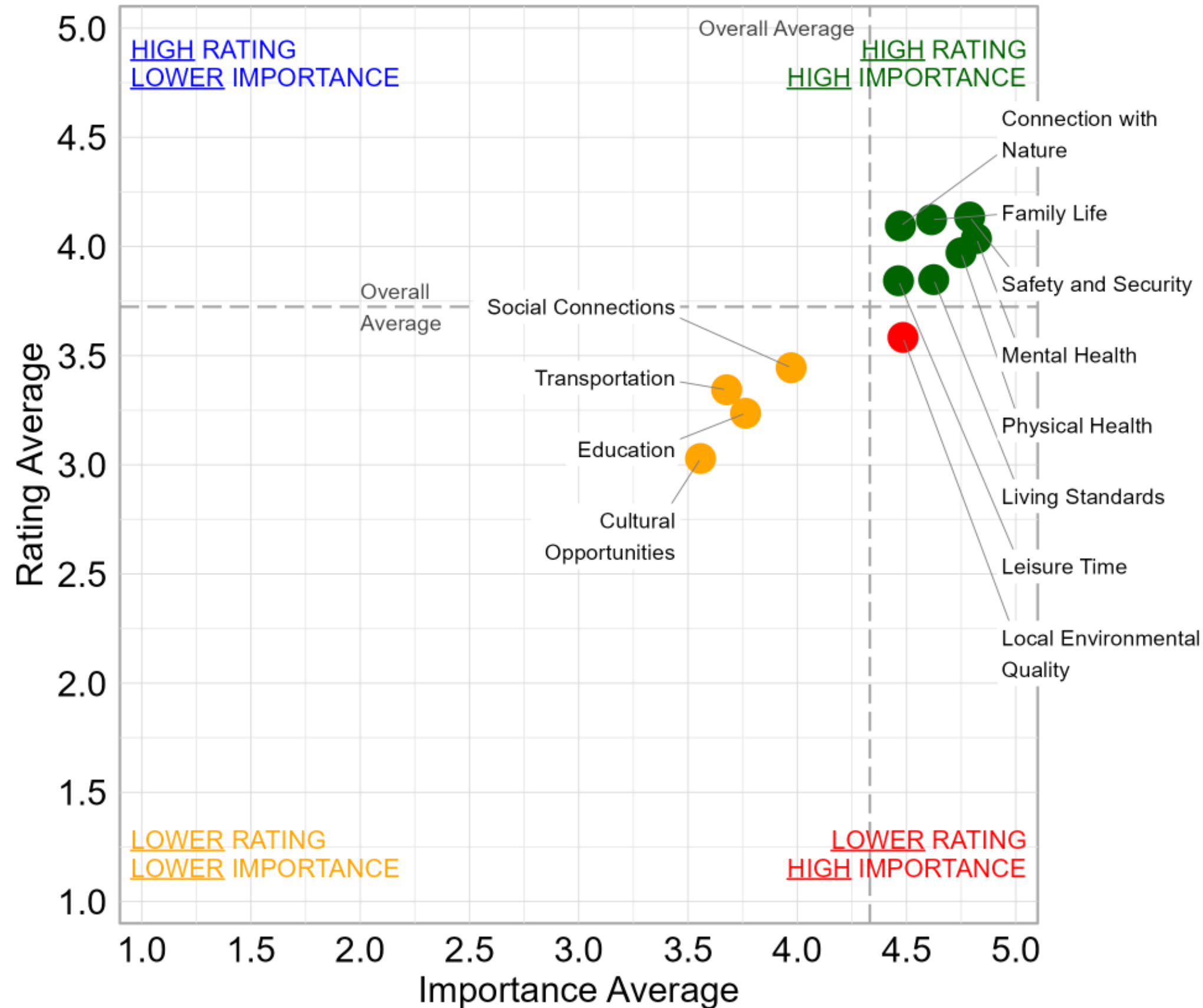


**Average
3.42**

**52% said
4 or 5**



Heber Wellbeing Matrix



Most Important Domains

- Mental Health
- Safety and Security
- Physical Health
- Living Standards

Highest Rated Domains

- Safety and Security
- Family Life
- Mental Health
- Connection with Nature

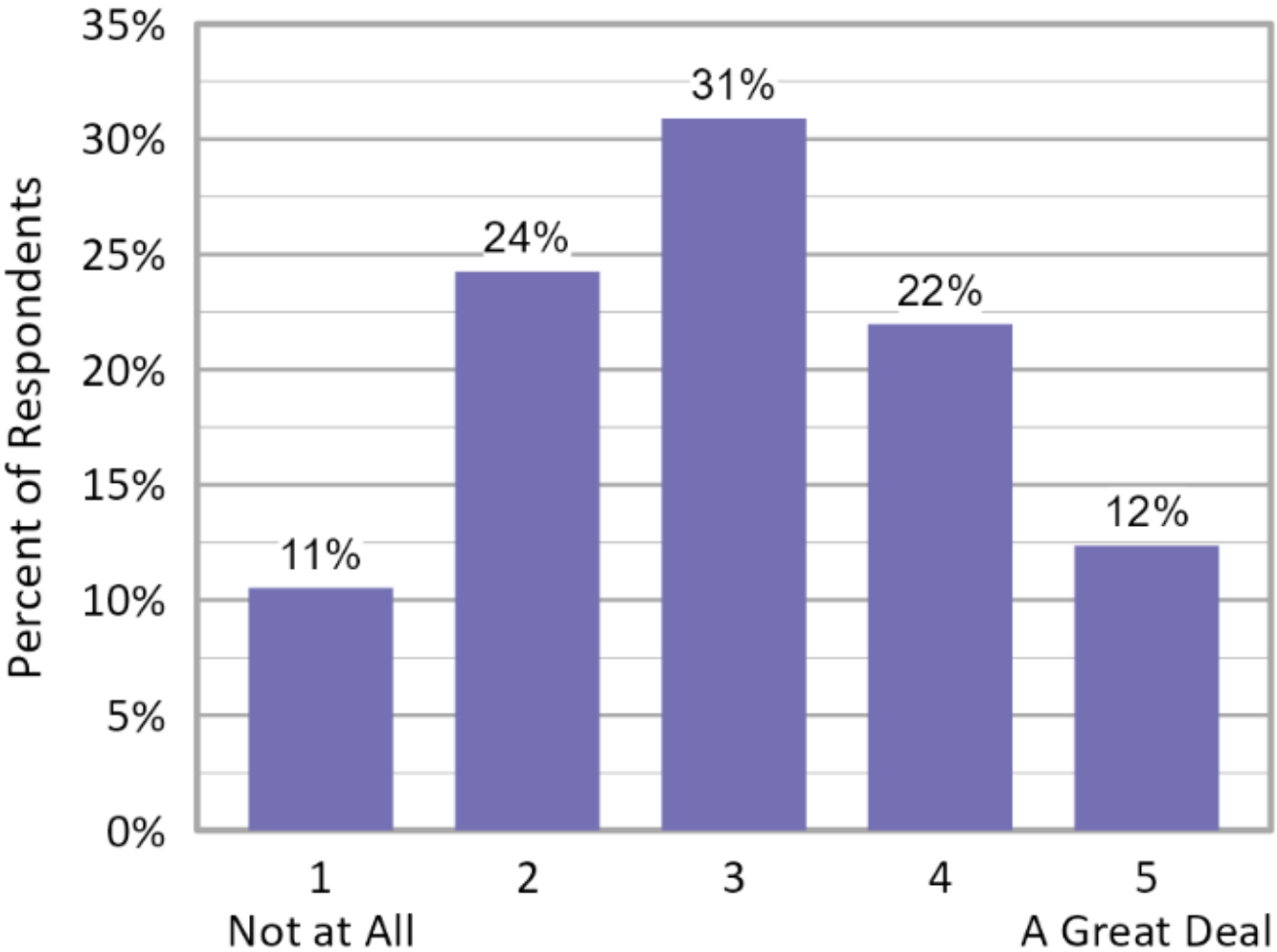
“Red Zone”

- Local Environmental Quality
(most important, lower than average rating)

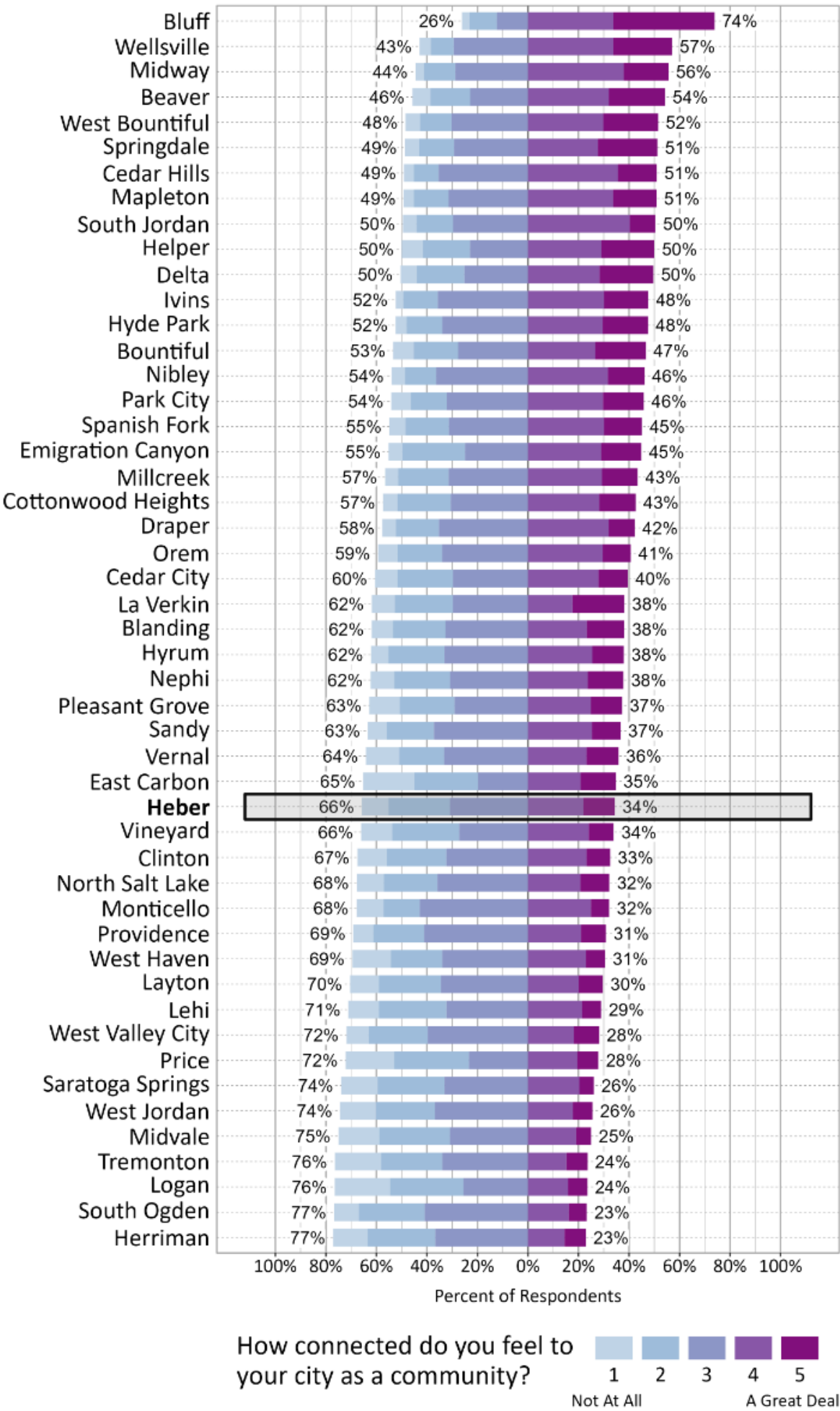
Community Connection in Heber

Community Connection in Heber

How connected do you feel to Heber as a community?

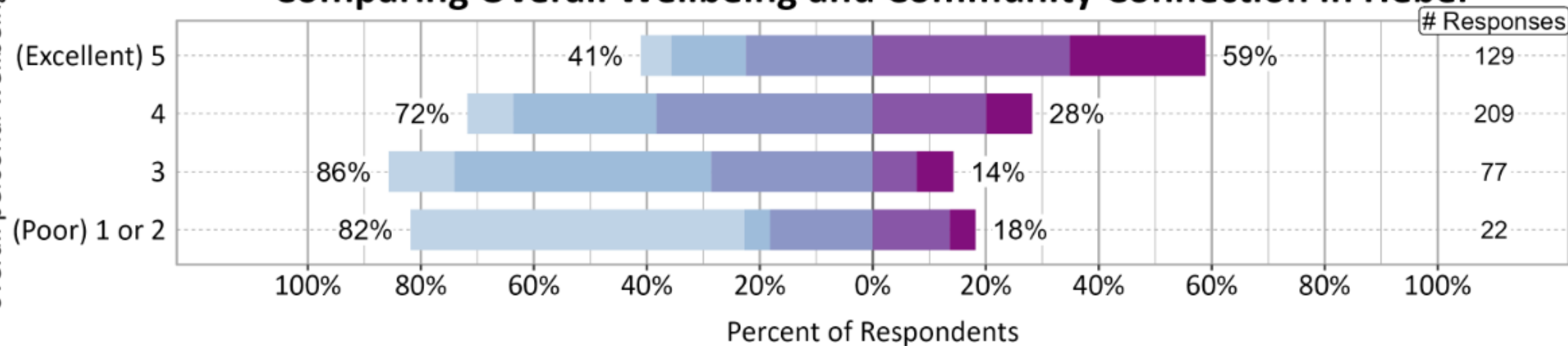


Comparing Community Connection Across Cities



How would you rate your overall personal wellbeing?

Comparing Overall Wellbeing and Community Connection in Heber



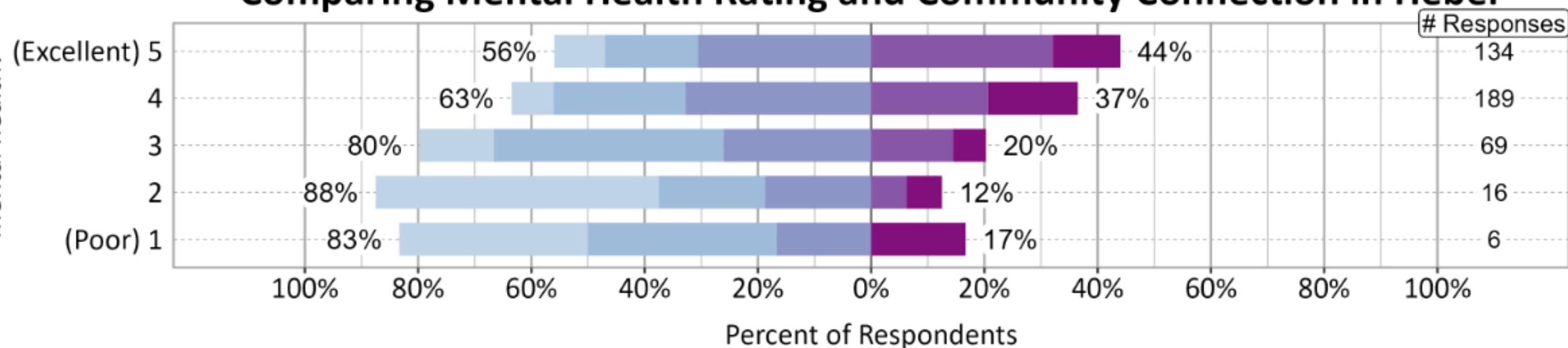
How connected do you feel to Heber as a community?

1 2 3 4 5

Not At All A Great Deal

How would you rate your mental health?

Comparing Mental Health Rating and Community Connection in Heber



How connected do you feel to Heber as a community?

1 2 3 4 5

Not At All A Great Deal



Community Connection

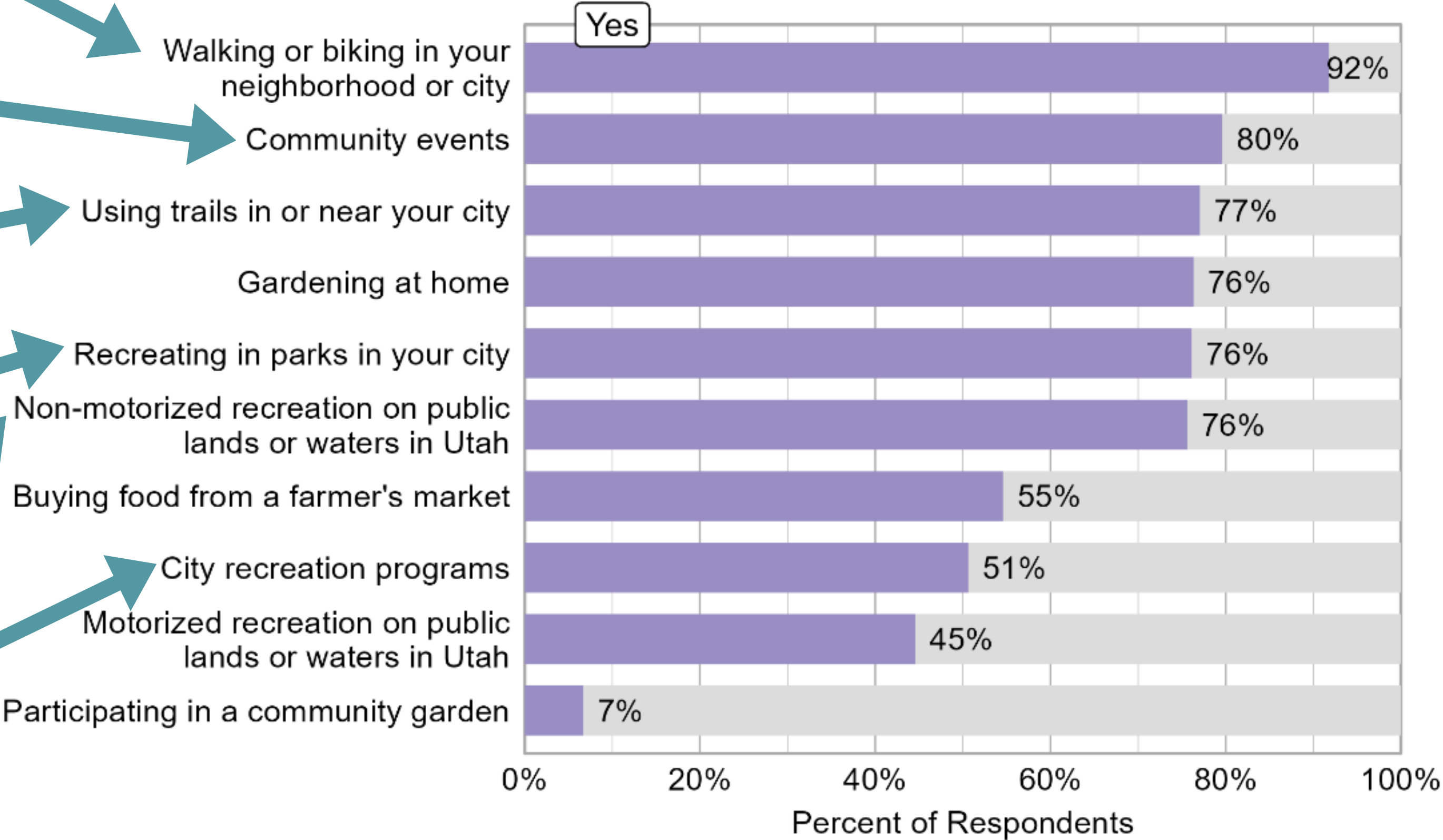
Wellbeing Resources on Website
<https://www.usu.edu/utah-wellbeing-project/resources>



Mental Health

Participation in Recreation and Nature-Based Activities in Heber

Have you participated in any of the following activities during the past 12 months?



+ Personal & Community Wellbeing, Community Connection & Physical Health

+ Community Wellbeing & Community Connection

+ Personal & Community Wellbeing & Physical Health

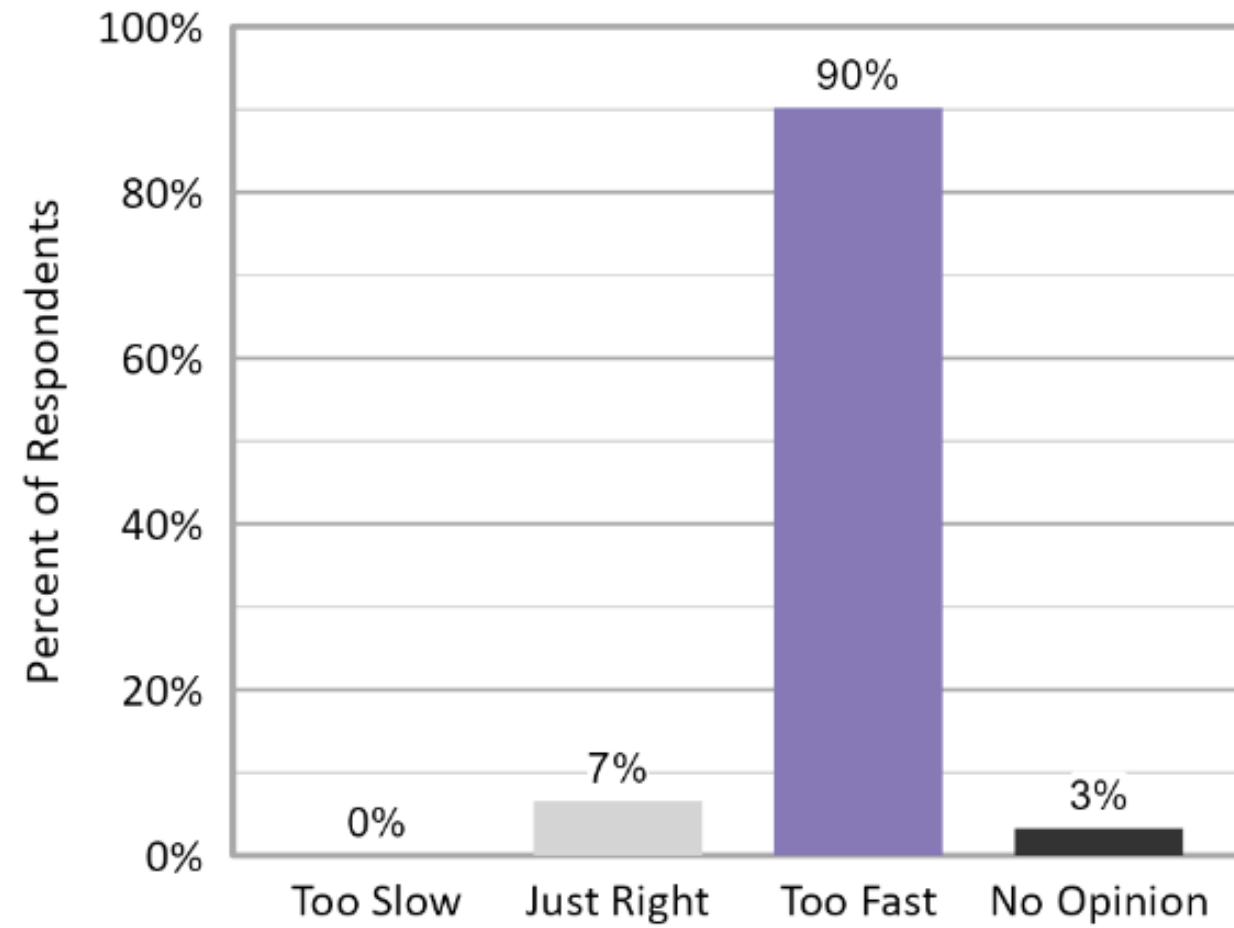
+ Personal & Community Wellbeing, Community Connection & Physical Health

+ Community Wellbeing & Physical Health

+ Community Connection

Population Growth in Heber

How would you describe the current rate of population growth in Heber?

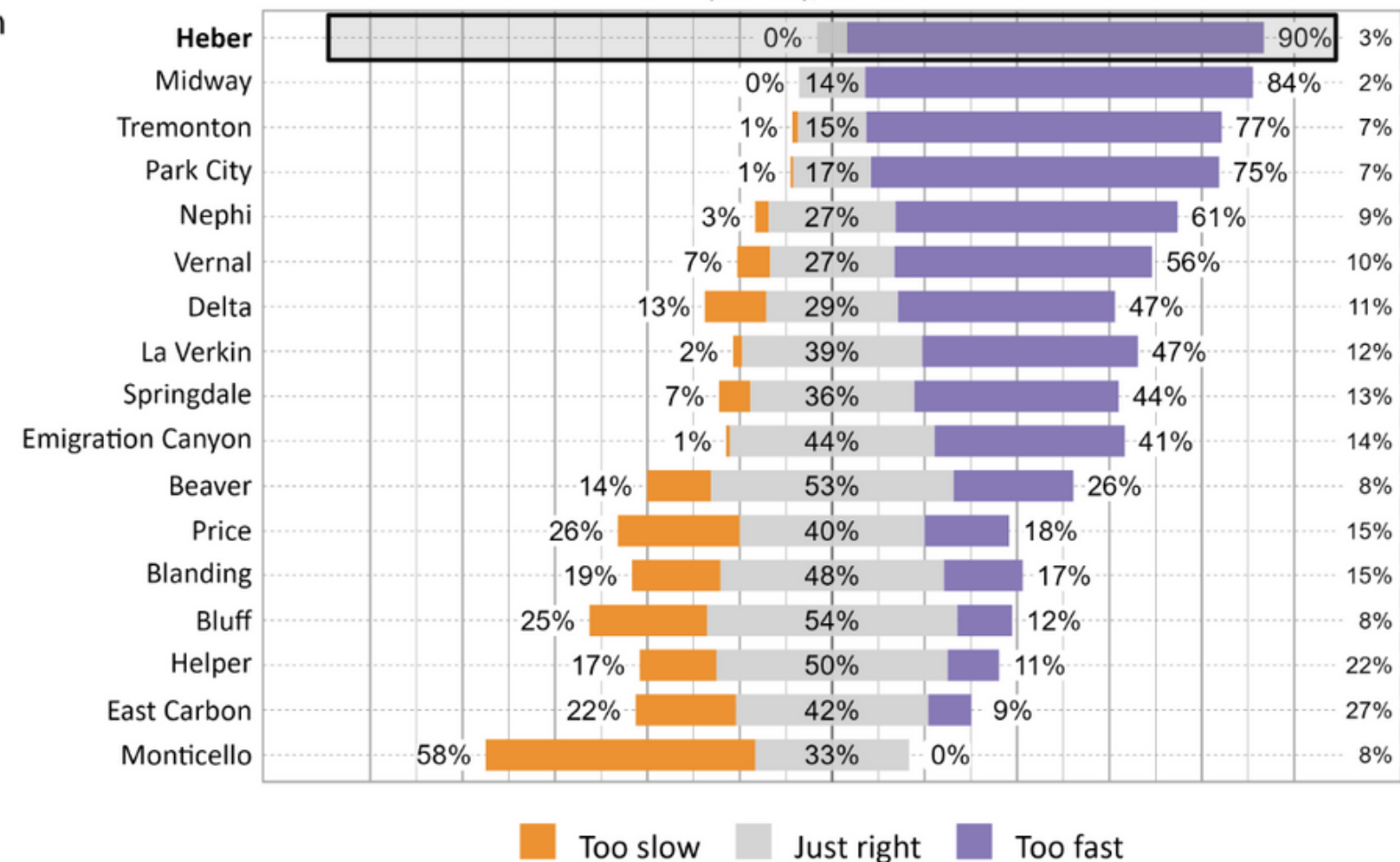


- **48.4% Population Growth 2010-2020**

- **90% said Population Growth is “too fast”**

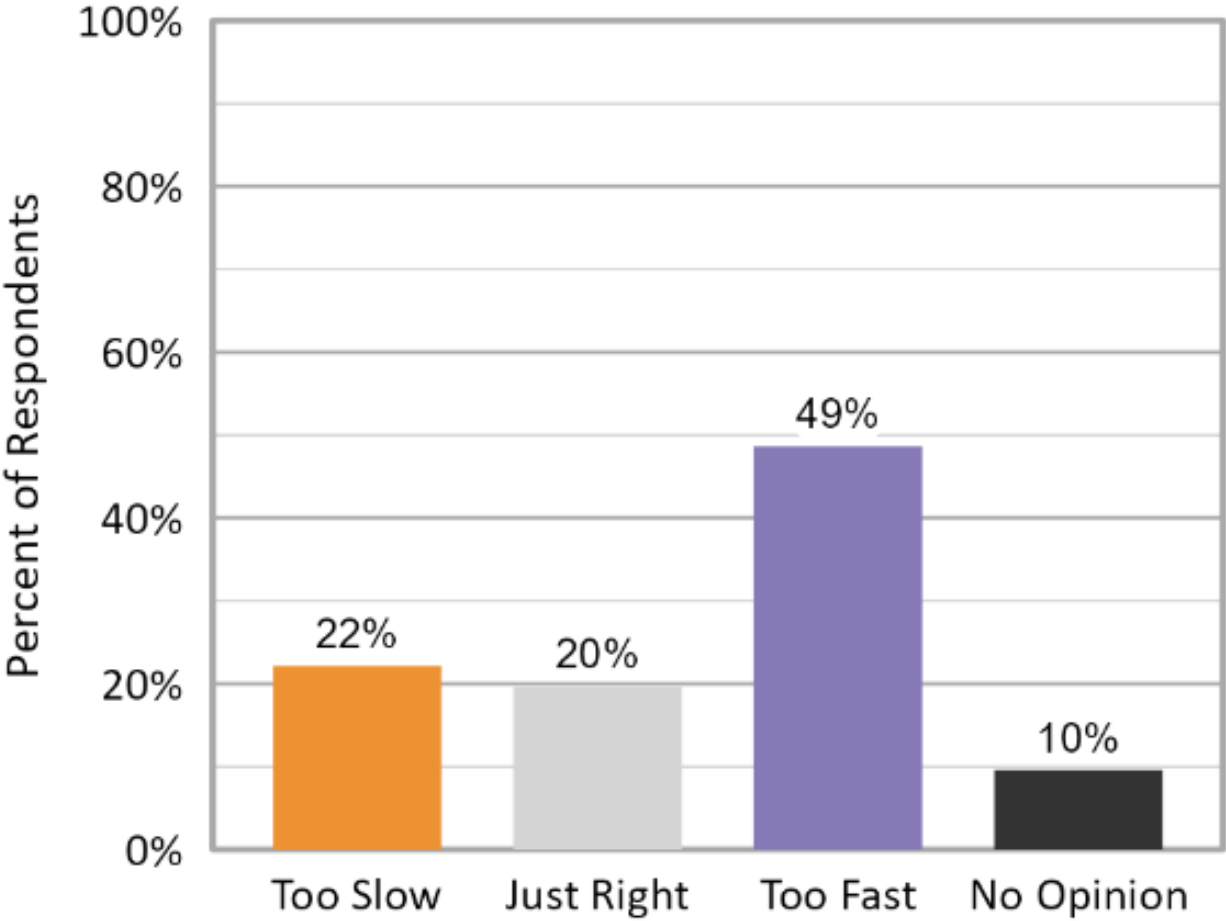
Population Growth for Rural Hub & Resort, Traditional Rural Communities

How would you describe the current rate of population growth in your city/town?



Economic Development in Heber

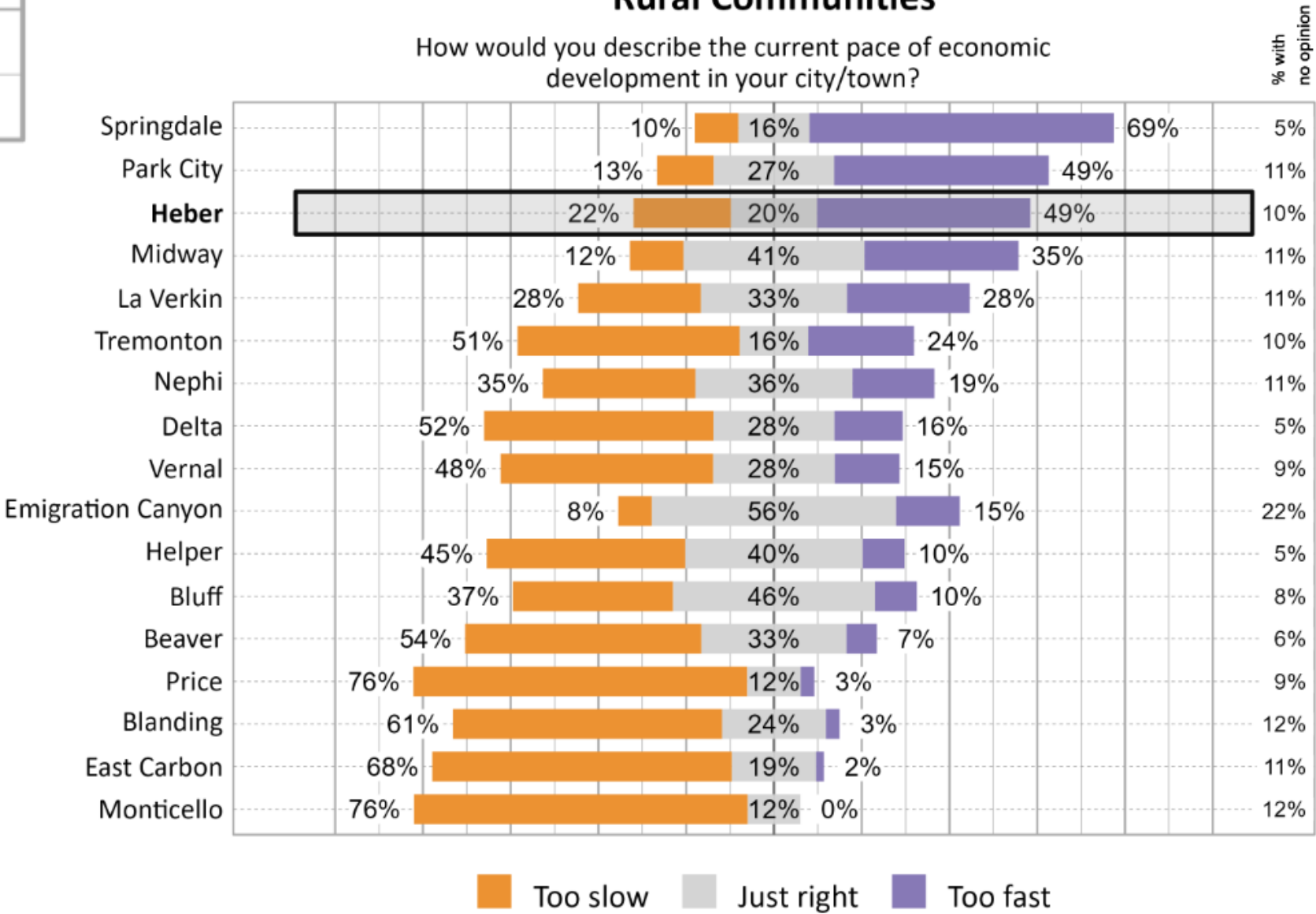
How would you describe the current pace of economic development in Heber?



49% said Economic Growth is “too fast”

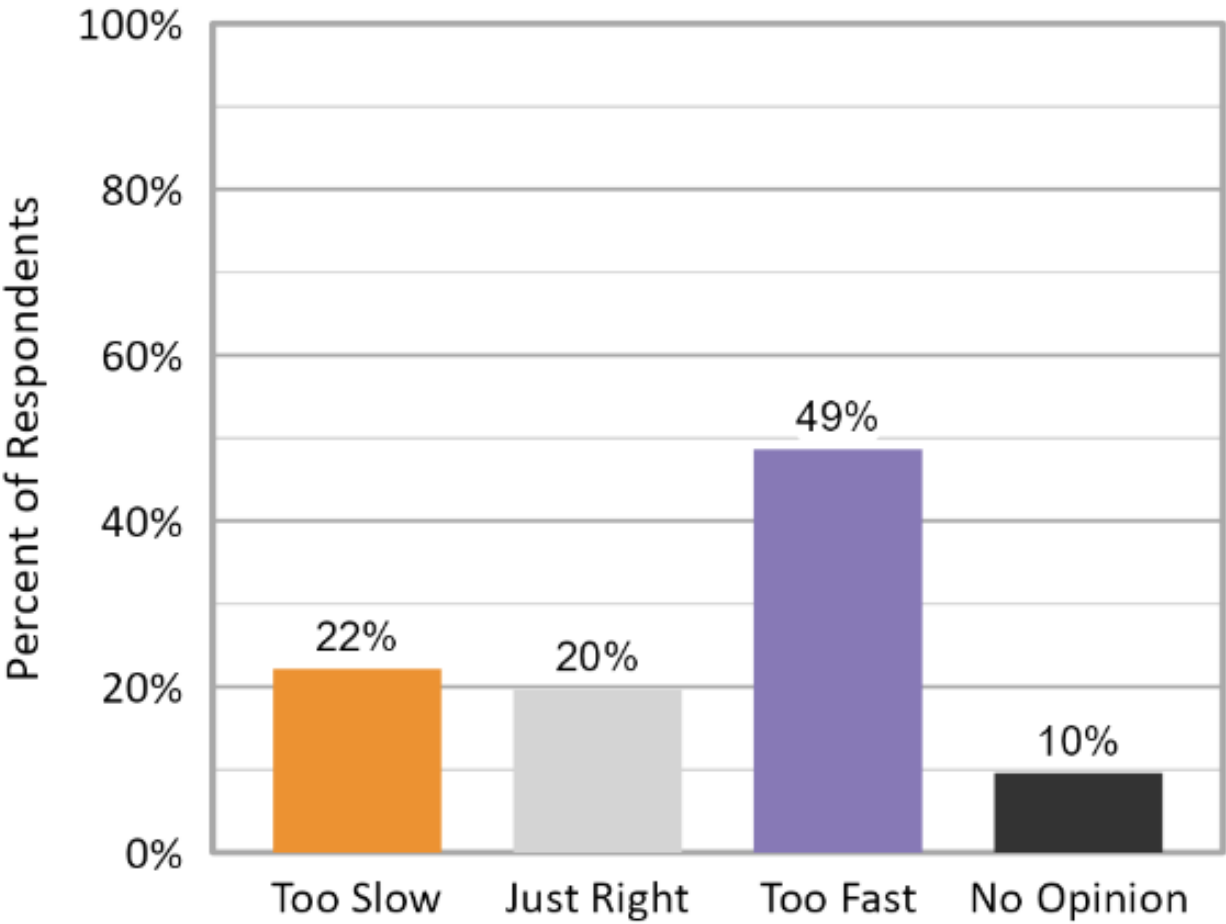
Economic Development for Rural Hub & Resort, Traditional Rural Communities

How would you describe the current pace of economic development in your city/town?



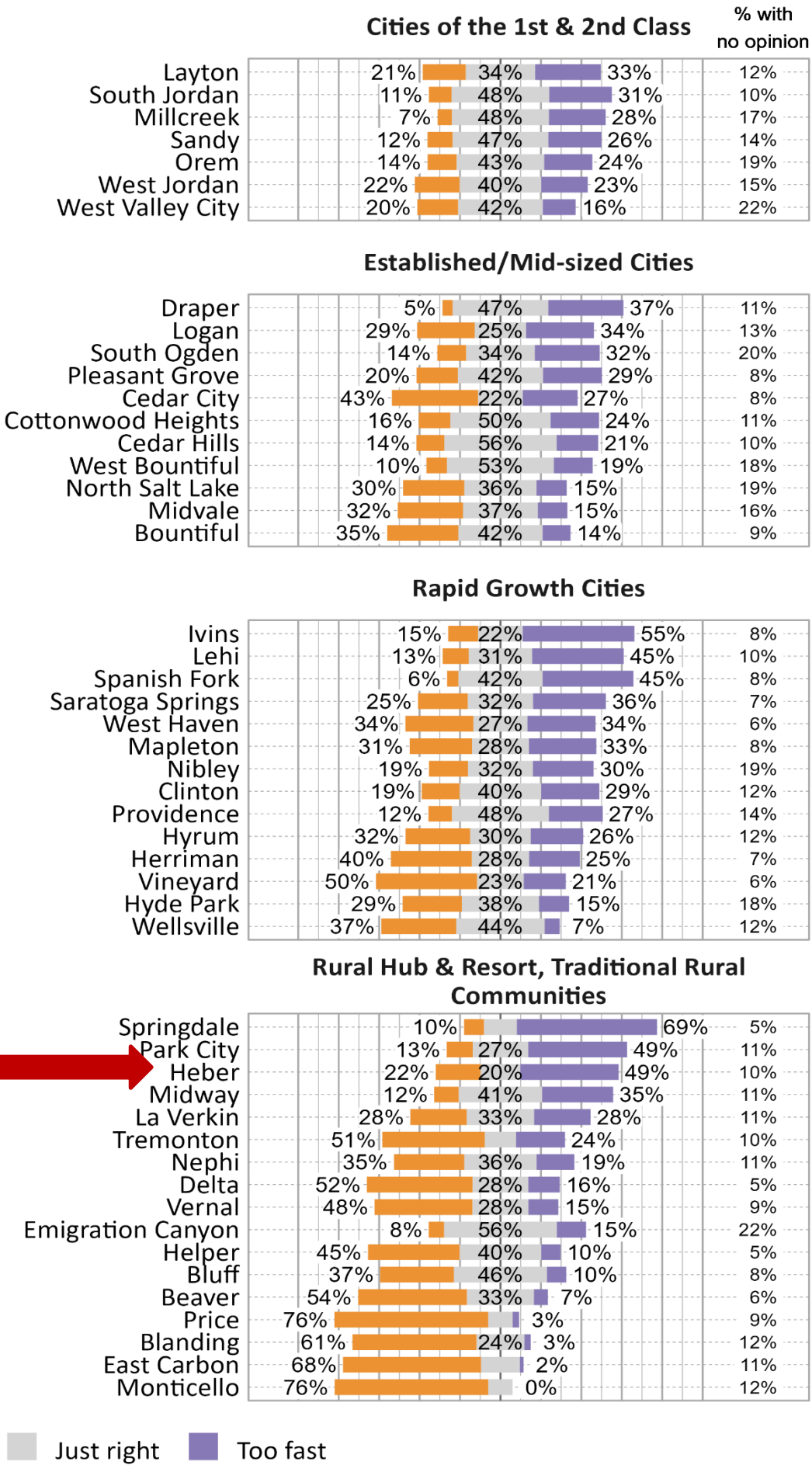
Economic Development in Heber

How would you describe the current pace of economic development in Heber?



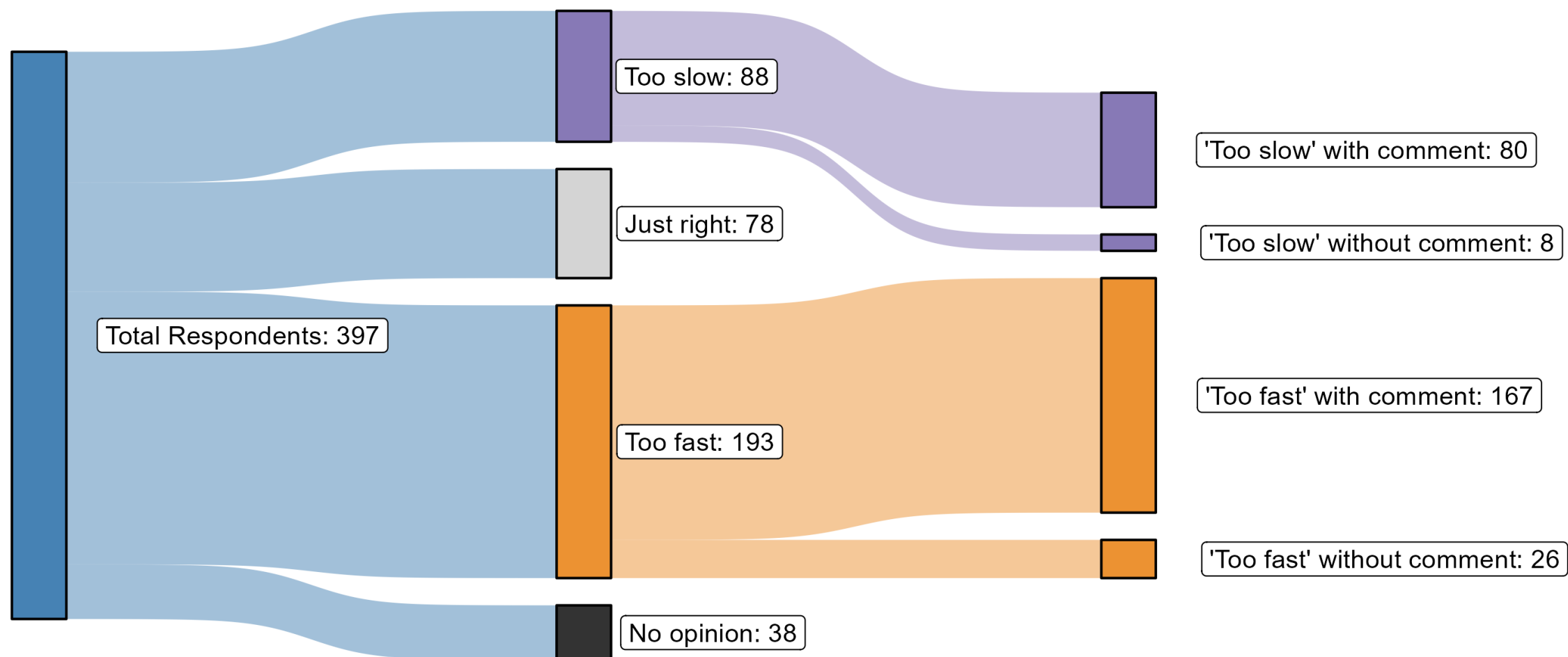
Economic Development

How would you describe the current pace of economic development in your city/town?



Perceptions about the Pace of Economic Development in Heber

How would you describe the current pace of economic development in Heber?



Too Slow
Need for:

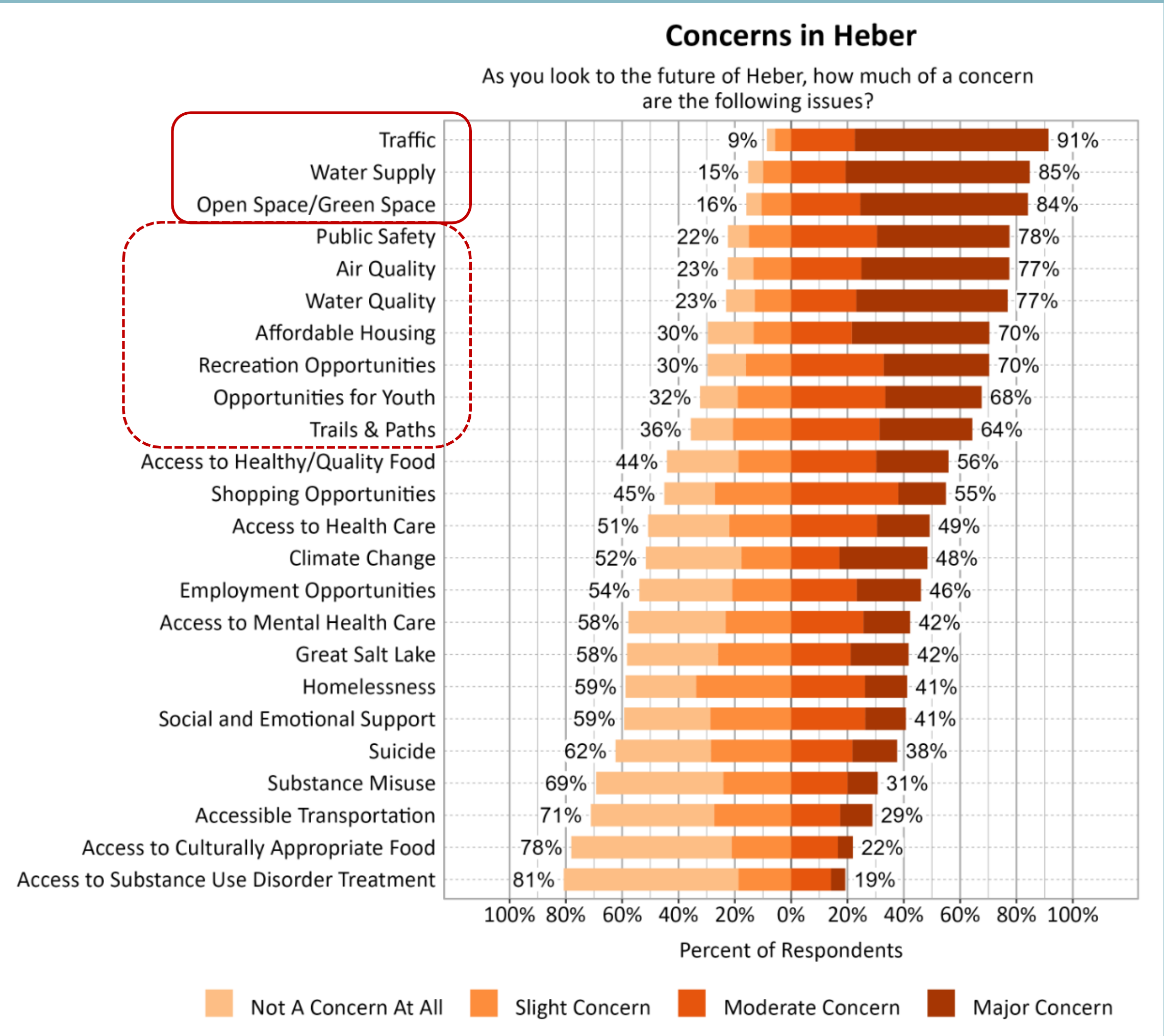
- Employment
- Restaurants
- Shopping
- Infrastructure (roads)

Too Fast

- Development
- Housing
- Lack of Infrastructure (water)
- Loss of Green/Open Space
- Change in Town Character
- Affordability
- Lack of Planning

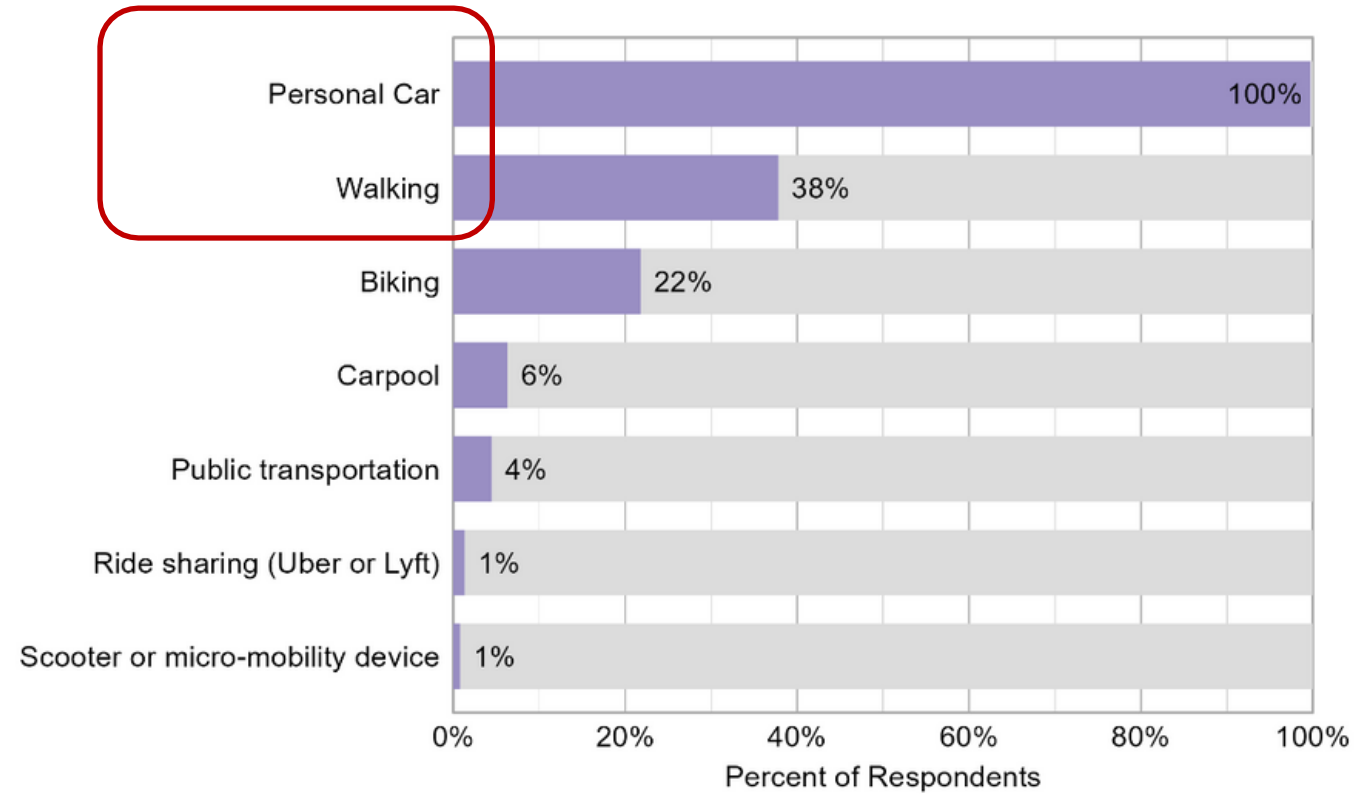
Concerns in Heber

- 1. Traffic
- 2. Water Supply
- 3. Open and Green Space



Primary modes of transportation in Heber

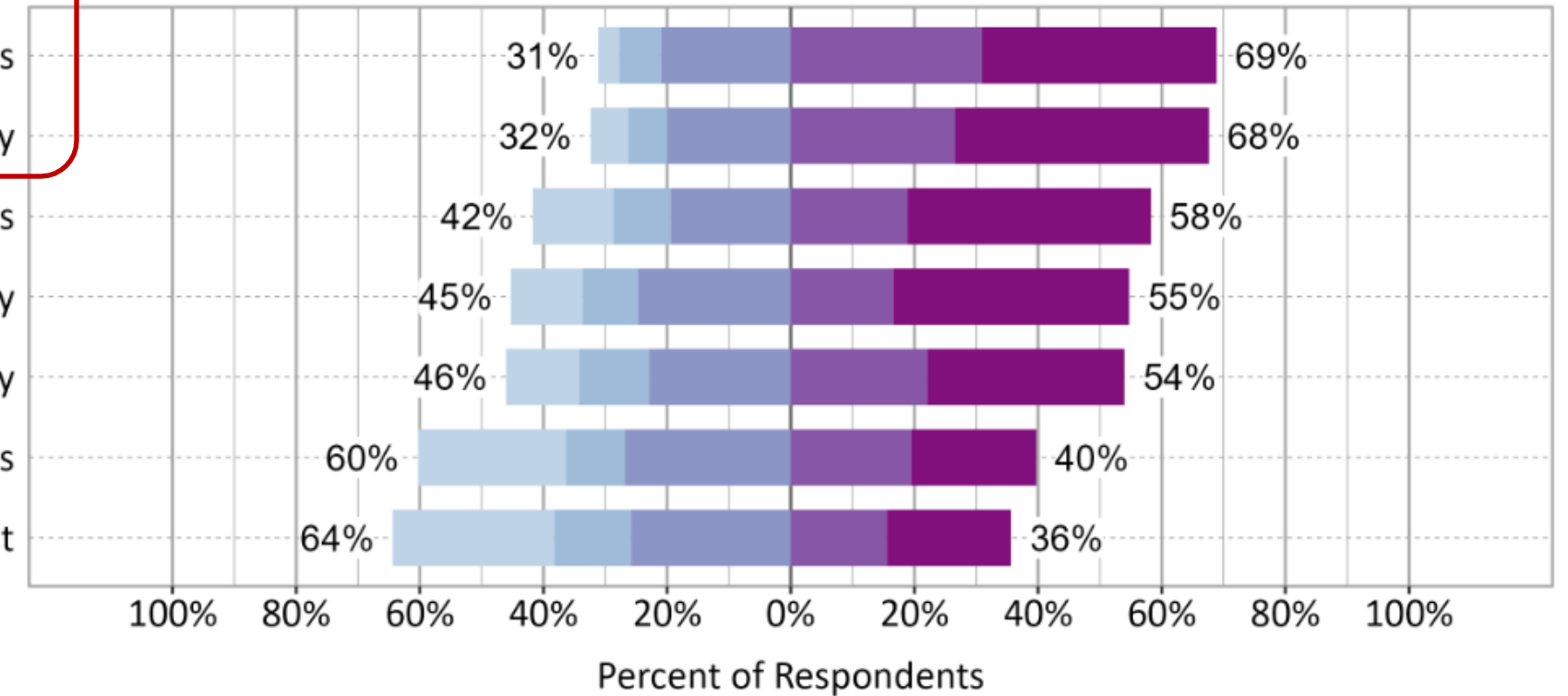
What are your primary modes of transportation?
(select all that apply on a regular basis)



Possible Transportation Developments in Heber

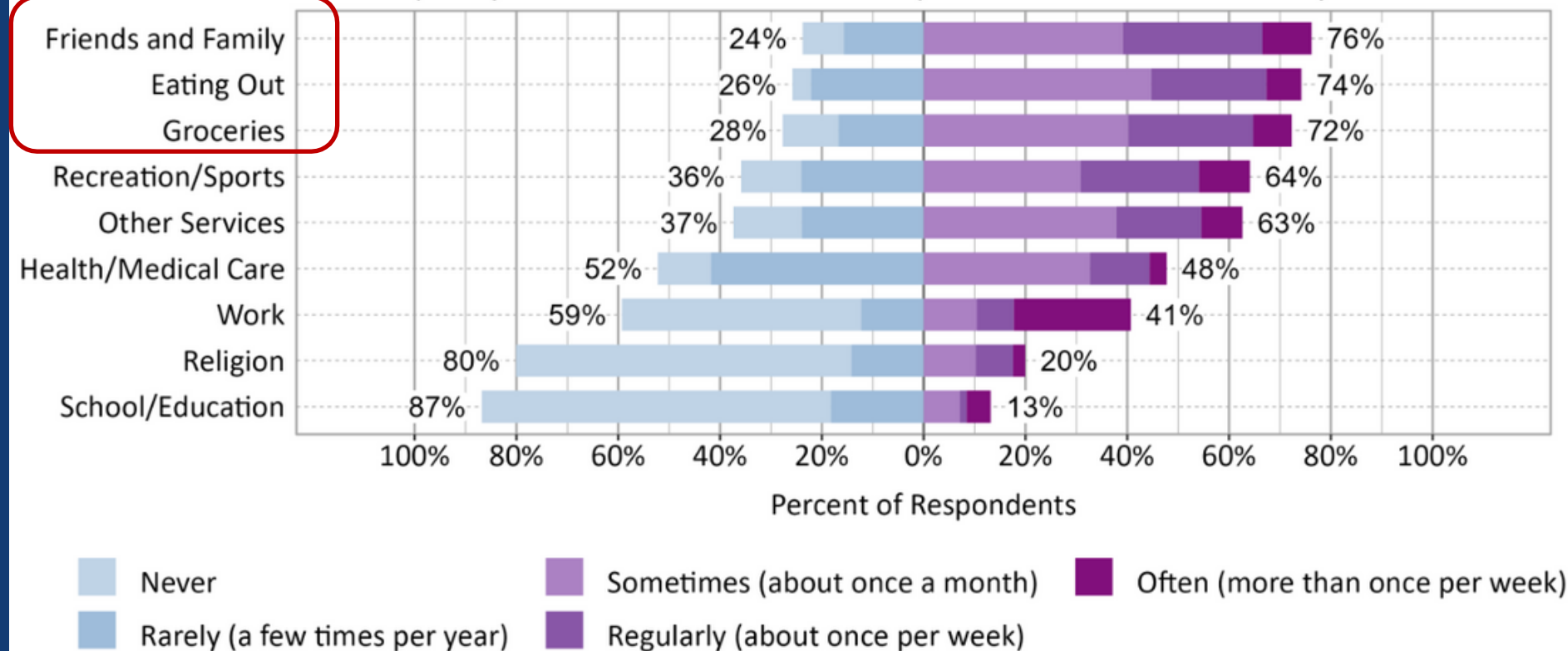
Improving road surfaces
Enhancing safety

More trails
Improving walkability
Adding road capacity
Connecting communities
Improving public transit

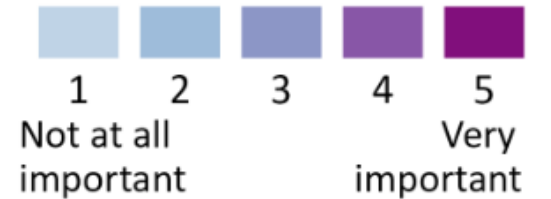


Frequency of Heber Residents Traveling to Other Cities for Various Activities

How frequently do each of these activities take you out of Heber to another city or town?



How important to you are the following transportation developments in Heber?



Transportation

Barriers to Travel

- **Travel Time (43%)**
- **Cost (31%)**

What do people value about Heber?

- **Nature and Open Space**
- **Small Town Feel**
- **Town Character**
- **Location**



What could be done to improve wellbeing in Heber?

- **Mixed Views on Heber Bypass**
- **Other Transportation**
 - **Road Conditions**
 - **Traffic**
- **Address Growth and Development**



Thank you!



Let us know if you have any questions.

Courtney Flint

courtney.flint@usu.edu

435-797-8635





Heber City Council Staff Report

MEETING DATE: 9/3/2024
SUBJECT: Crossings-Resort Annexation
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The petitioners for the Crossings-Resort Annexation (aka Harvest Village), have provided an initial draft of a development agreement (aka MDA) for their project annexation. Legal staff has completed an initial review of the agreement, but seeks policy guidance on key agreement provisions from the Council to continue moving forward. Policy questions include the following

- Is Council ready for a September 17 public hearing?
- Should non-petitioners be removed from the annexation if so requested?
- Should Heiner's property be removed from the annexation?
- Does Council support the major tenets of the proposed agreements?

RECOMMENDATION

Staff recommends Council discuss the proposed agreements and provide feedback to Legal Counsel and Staff on the major policy questions addressed in more detail below.

BACKGROUND

The proposed Crossings-Resort Annexation has been working towards drafting development agreements in anticipation of moving forward with completing the proposed annexation. There are several property owners who are not petitioners that may express interest in being removed from the annexation at the upcoming public hearing scheduled for September 17. There are 3 petitioners, which include: 1. Crossings, 2. Resort (aka Harvest Village), and 3. Heiner. The Crossings and Harvest Village are both proposing development agreements as attached and are looking for feedback from Council on September 3. Both of these developments have existing development agreements with Wasatch County that exceed the densities permitted by both existing county and city zoning.

Much of the development agreement includes boilerplate language. The primary points of the development agreement that require additional review and input include Density, Affordable Housing, Impact Fee Waiver, Term of Agreement, UDOT Bypass, Open Space, North Fields Preservation Fee, Utilities, PIDs (Public Infrastructure Districts), and Building Heights, discussed in more detail below.

DISCUSSION

The following summarizes the primary policy issues proposed by the applicant(s) in the development agreement that requires additional vetting by the Council. Staff has taken the liberty to provide suggestions and feedback on the primary policy issues below.

- **3.1 Project Density.** The proposed density exceeds the county and city zoning standards. A development agreement was approved by the County years ago that includes a higher density. The proposed development reduces density from 370 ERUS as approved in the County's MDA to 314.72 ERUs (includes affordable units). Details of ERUS with units by type are attached for reference.
- **3.2 Intended Uses by Parcel and Densities.** The agreement allows for up to 7 contiguous townhomes (more than NVOZ) and the developer maintains discretion to determine parking amounts. The City has never granted this level of flexibility for parking requirements to a developer. Staff is uncomfortable with the concept of giving the developer full discretion on parking and suggests instead asking the development to meet city parking requirements unless the developer submits a parking study by a professional planner/engineer with experience in mixed use development, that illustrates a lesser amount of parking can suffice. The request for 7 townhomes is a minor design issue that staff is comfortable with.
- **3.6 Affordable Housing Requirements.** Includes significant new language in 3.6 and its subsections. The MDA proposes 33 affordable ERUs, in addition to the 271 market rate ERUs. The affordable housing is required to be averaged at 80% AML. There is no proposed max number of rentals versus owner occupied units.
- **3.6.2 Geographic Waterfall.** This is a new proposed section that sets a priority for affordable housing applicants. This list differs from past priority lists, as it sets the first priority as employees within Harvest Village. The section also recognizes that fair housing rules could trump the priority list.
- **3.6.4 Off-site affordable housing.** The changes seem minor and staff doesn't have issue with this request.
- **3.6.5 Timing (Affordable Housing).** Changes timing of when affordable housing must be built from previously negotiated MDAs. For example, Jordanelle Ridge must construct 144 affordable units for each 1,442 market rate housing units. The proposed Harvest Fields provision requires at least 50% of the required affordable units to be constructed no later than construction of 50% of market rate units.
- **3.6.6 Impact Fee Waiver.** Grants waivers to impact fees for affordable housing. Council has not agreed to impact fee waivers in previous MDAs. As such, staff recommends the developer be steered towards available state and federal funding tools/programs for affordable housing.
- **4.3 Term of Agreement.** Grants a 25-year agreement term. Jordanelle Ridge, in comparison, has 5,770 units, with a 30-year agreement. 25 years seems disproportionately long, given the smaller size of the development in comparison to Jordanelle Ridge. A 10 to 15 year time frame seems more appropriate based on the development size.

- **5.1 Phasing.** The council has asked in previous MDAs for the commercial portion of developments to be graded and have utilities extended prior to the first phase of development. Staff recommends the Council support a similar approach to encourage the commercial aspects of the development.
- **5.2 UDOT Bypass.** The agreement specifies a specific date to allow time for UDOT to tender a decision on the preferred corridor route by delaying the issuance of permits until April 1, 2025. This approach seems like a short time frame and may not preserve the bypass corridor in a manner that is supportive of UDOT's EIS process. Council has indicated in previous meetings that it wants to support UDOT in this effort, and this approach and timeline may not match UDOT's needed timeline.
- **6.2 Dedication of Open Space or Trails.** Significant changes are made to section 6. The development is simpler and smaller than Jordanelle Ridge and should be simpler for open space provisions. Council should provide guidance to the developer on exceptions for open space.
- **6.5 North Fields Preservation.** This section modifies language from previous MDAs, adding a collection time for the \$2,500 preservation fee to when unit is sold instead of when a unit is built, with commercial units paying the preservation fee upon occupancy.
- **7.7 Utilities.** Commits city to provide water and sewer if available. It would be a stretch to provide city water and sewer in this area and is contrary to agreements with Wasatch County pertaining to special service districts.
- **7.11 Public Infrastructure District.** Puts City on notice of project Public Improvement District (PID) creation. Staff suggests not guaranteeing PID creation in the MDA, but being open to it, and also referring to the City's PID application and policy.
- **8 Cable/Fiber Optic Service.** Strikes this section. This seems contrary to previous Council direction on such services. Heber's current strategy is to ensure a fiber system is installed ubiquously in new developments by Strata and preserve the City's option to own the system in the future.
- **9 CCRs.** This section specifically permits short-term rentals in residential units. This is compatible with the development.
- **11.3 Building Heights.** Changes height from 3 stories to 5 stories or 70 feet from previous MDAs. Given the vested rights in the County MDA, this is likely a point that will need to be negotiated. If height exceptions are permitted, the City should consider requiring other standards to be met in the NVOZ, such as step backs, use of landscaping and berms to soften height. Also, it is unclear in the MDA if all buildings are permitted to be up to 70 feet, or just the hotel portion of the development? The NVOZ permits up to 4 stories for hospitality uses, and the NVOZ specifically calls out that an MDA may modify this requirement.

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. CC-09-03-24-Harvest Village-alk
2. Harvest Village Site Plan - Figures
3. Harvest Village MDA Draft for 9.3.2024 - 4885-2157-2318 - 1



Harvest Village (Crossings/Resort) Annexation

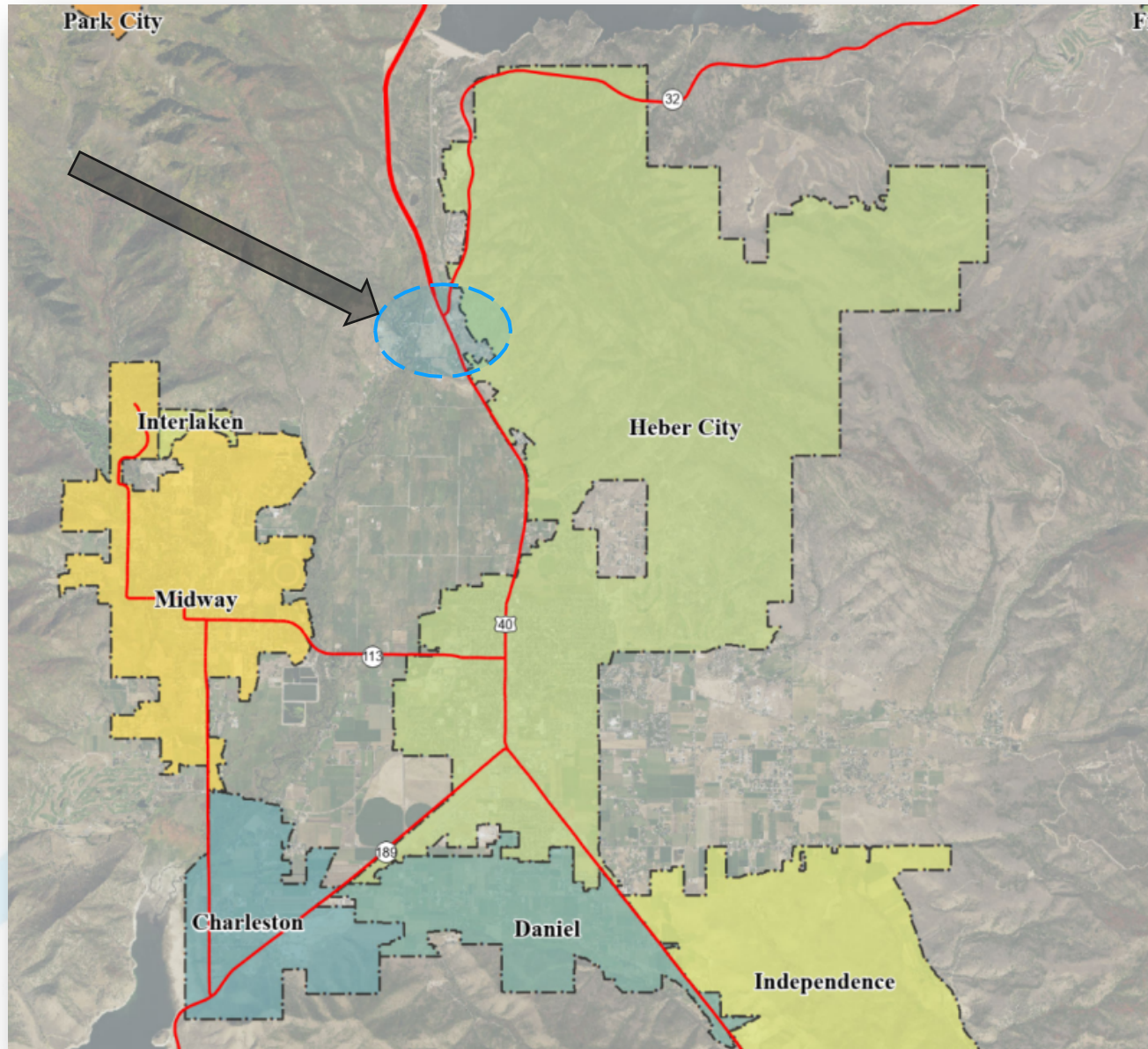
September 3, 2024

Policy Questions

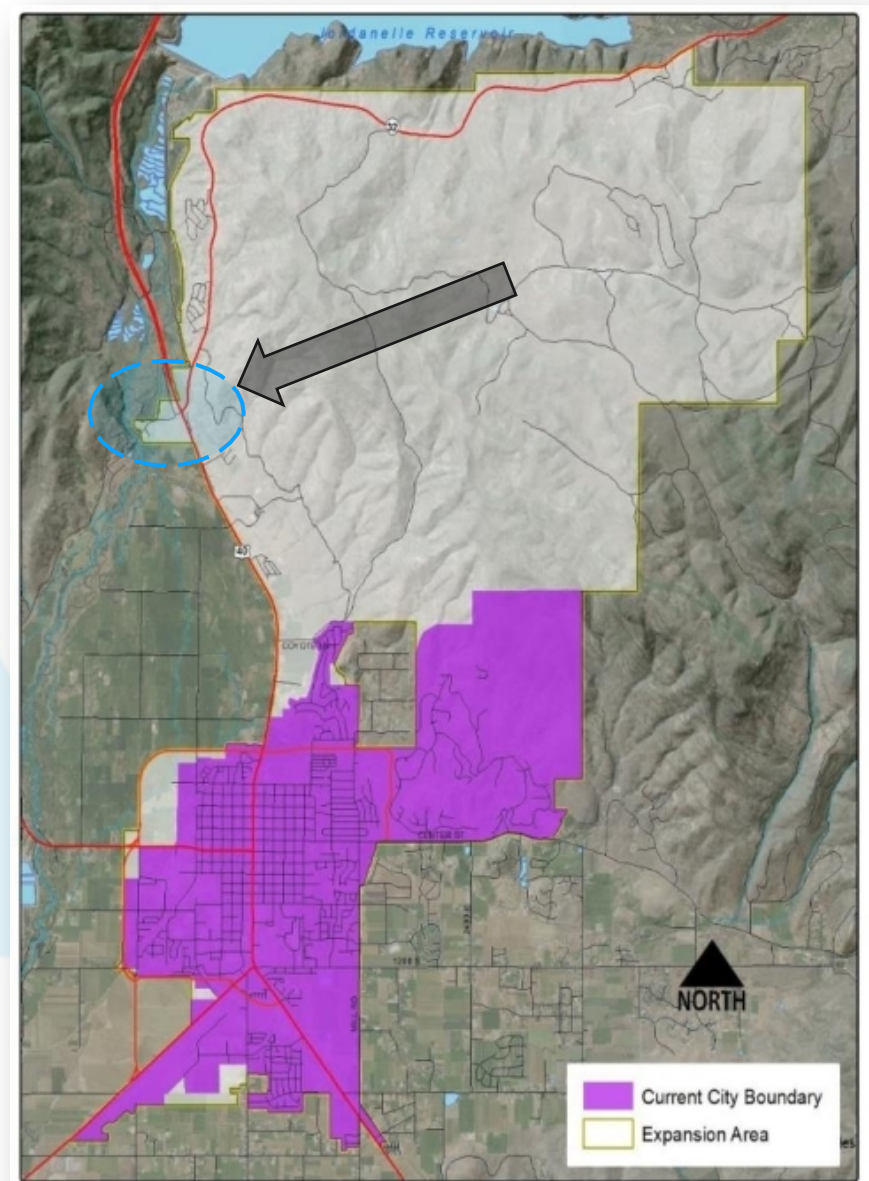
- Is Council ready for a September 17 public hearing?
- Should non-petitioners be removed from the annexation if so requested?
- Should Heiner's property be removed from the annexation?
- Does Council support the major tenets of the agreements?

Location

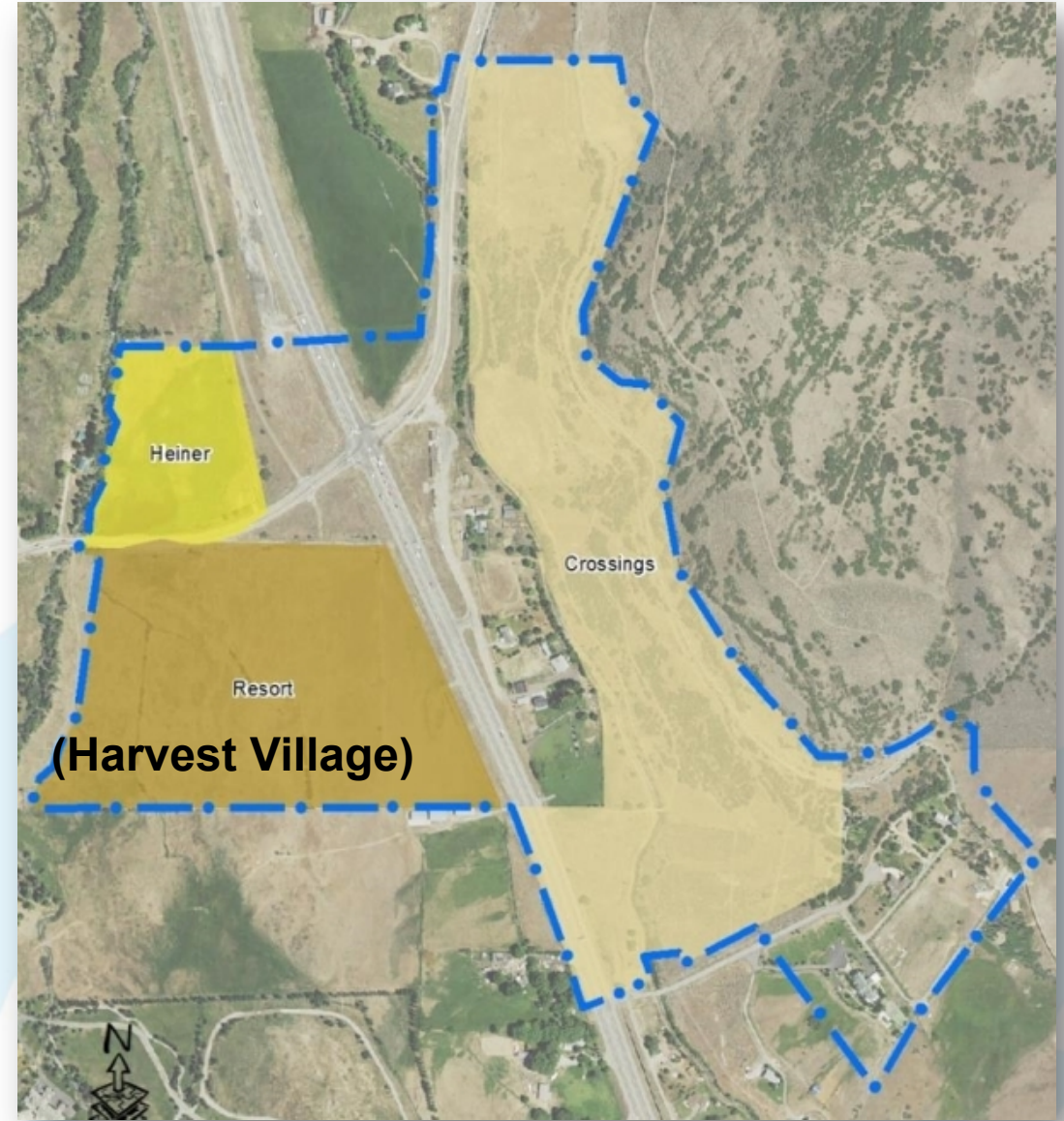
Vicinity Map



Annexation Policy Plan

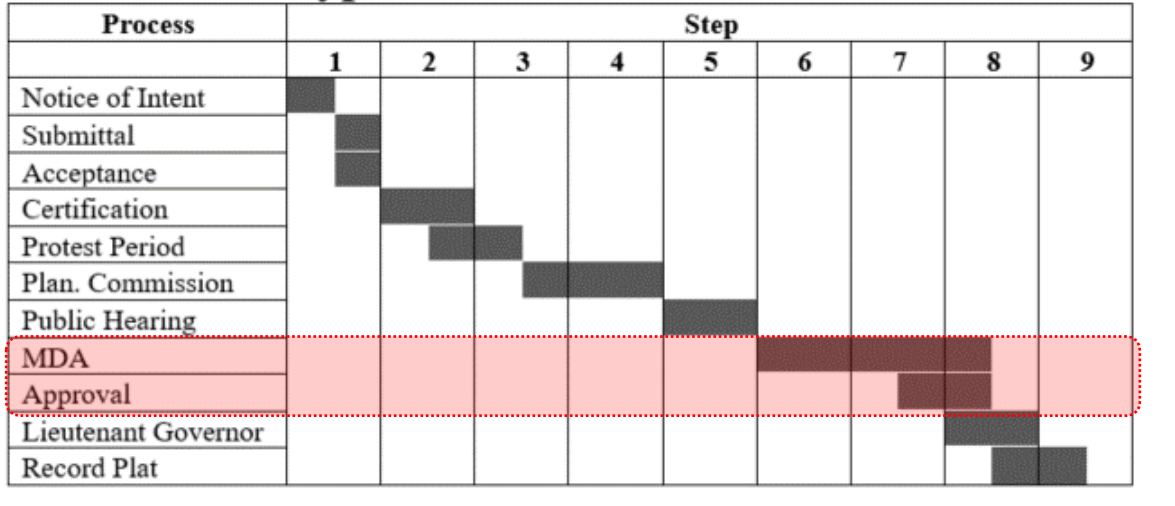


Crossing Annexation Boundaries

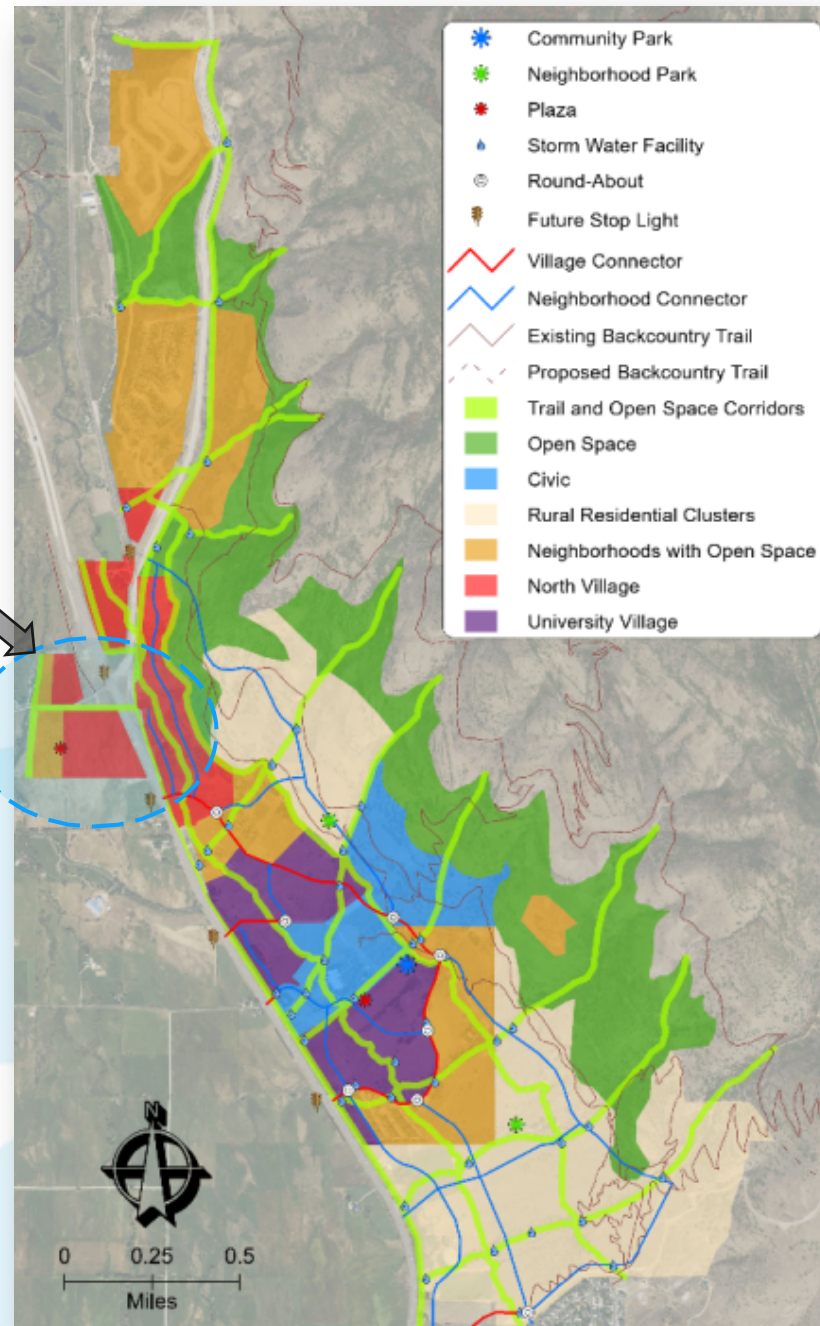
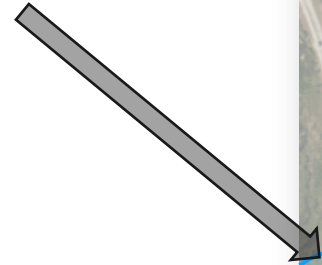


Annexation Background

Petition Submitted	3/16/2020
Petition Accepted	4/7/2020
Petition Certification	4/16/2020
End Protest Period	5/15/2020
Planning Commission Review	5/26/2020
City Council Review	June 2020 – Dec 2021



NVOZ Map

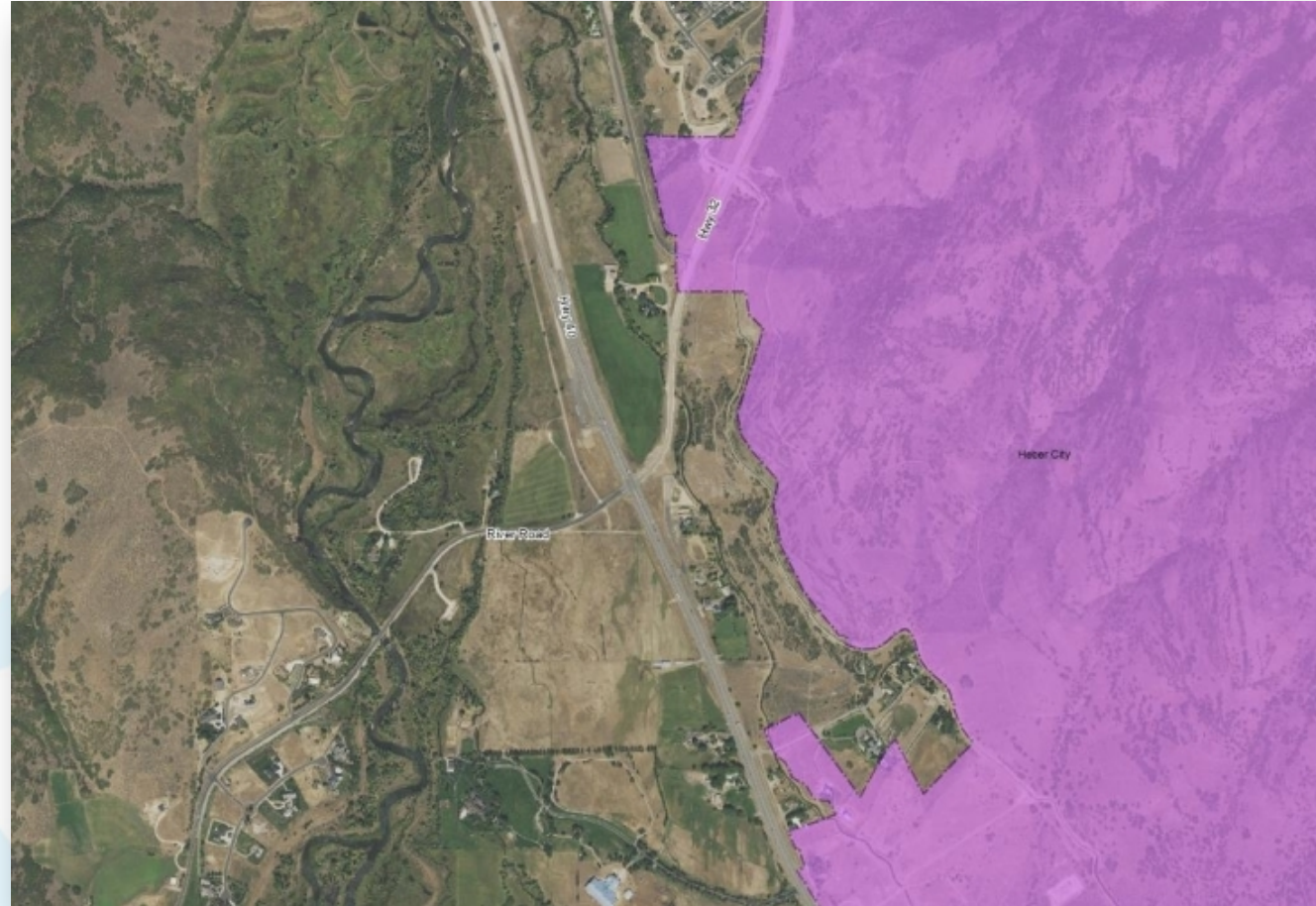


Development Information

Crossing Annexation	139.21 acres
Resort (Harvest Village) Area	38.93 acres
County MDA	370 ERUs (9.5/ERU)
Proposed ERUs	247 ERUs + 67 Workforce ERUs (314 total ERU) 6.34 ERU/acre (8.07 ERU/acre with Workforce)
City Zoning	NV (4.5 ERU/acre) 124.38 ERU NOS (3.5 ERU/acre) 39.51 ERU
City Zoning ERUs	163.89 ERUs

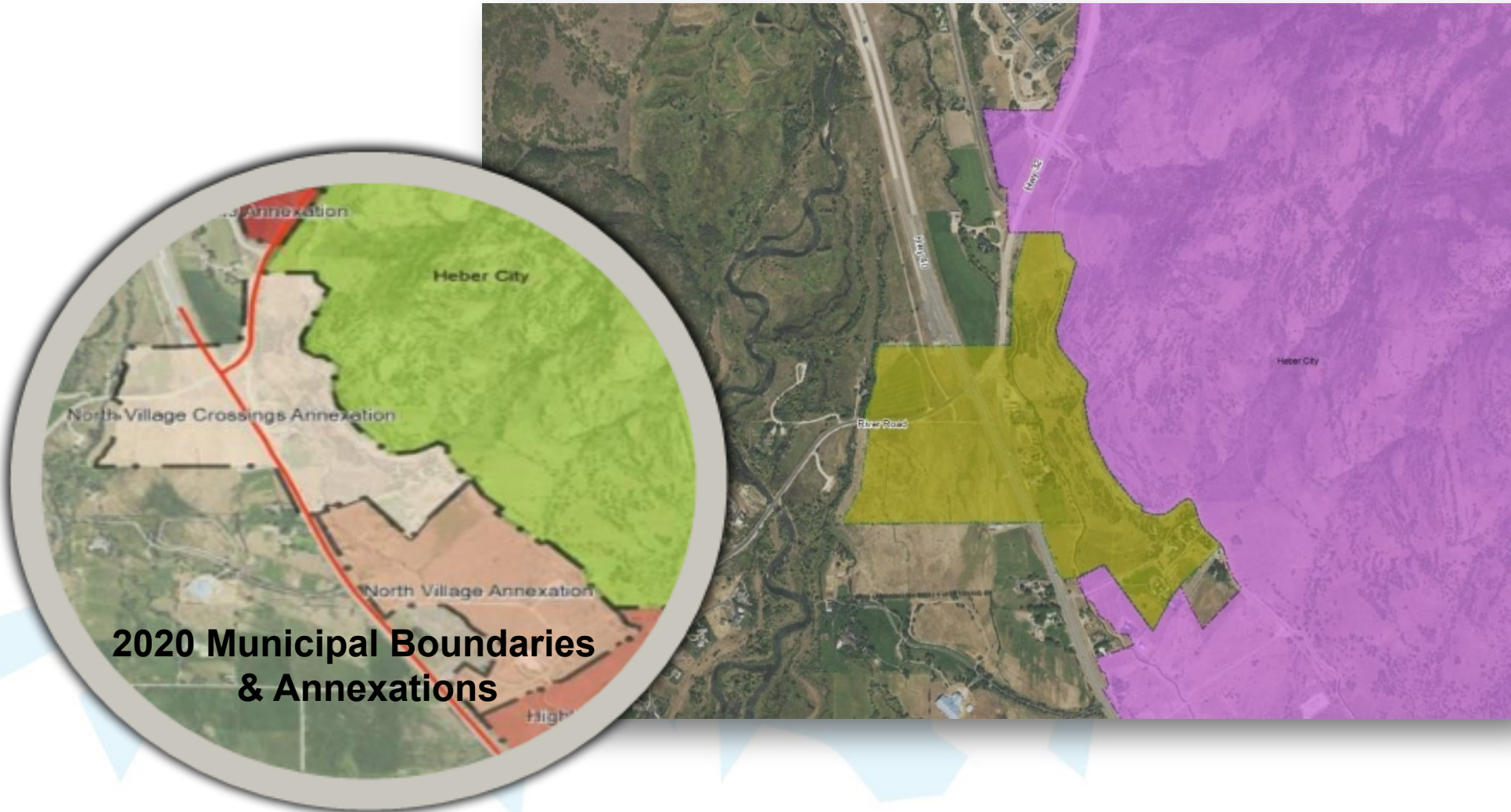


Current City Limits

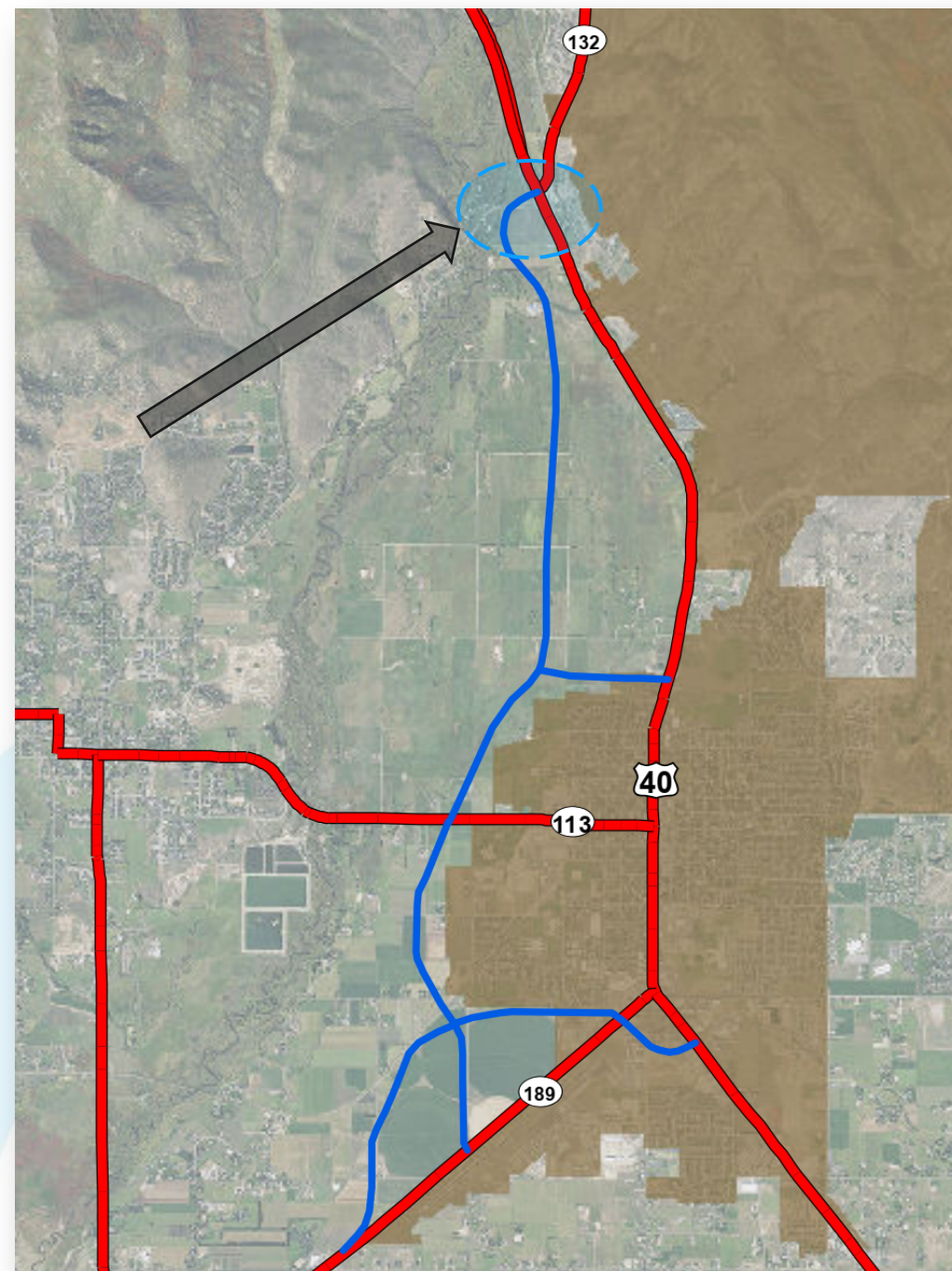


Boundary of Crossings Annexation

2024 Municipal Boundaries



5 Bypass Alternatives



MDA Issues for Discussion

- 3.1 Project Density
- 3.2 Uses (Parking)
- 3.6 Affordable Housing
 - 3.6.2 AH Requirements (fair housing)
 - 3.6.4 Offsite AH
 - 3.6.5 AH Timing
 - 3.6.6 Impact Fee Waiver
- 4.3 Term of Agreement
- 5.1 Phasing
- 5.2 UDOT Bypass
- 6.2 Open Space
- 6.5 North Fields Preservation
- 7.7 Water & Sewer Utilities
- 7.11 PID
- 9 CCRs
- 11.3 Building Height

	UNITS	SQ FT	ERU FACTOR	ERU	# OF FLOORS	NOTES
HOTEL						
- (H) Hotel Rooms (< 500 SF)	86	50,400.00	0.25	21.50	5	Kings & Queen/Queen on levels 2-4
- (H) Hotel Retail / Commercial / Office		16,400.00	0.86	7.05	5	First floor lobby, coffee, back office, tix box office & retail
- (H) Hotel F&B / Meeting Space		10,800.00	0.86	4.64	5	Rooftop restaurant & venue
	86	77,600.00		33.20		
CONDO						
- (B) Two Bedroom (1,250 SF gross / 1,000 SF net)	22	23,100.00	0.50	11.00	4	3 floors on top of garage
- (B) Three Bedroom (1,875 SF gross / 1,500 SF net)	14	29,800.00	0.75	10.16	4	3 floors on top of garage
- (B) Condo / Hotel Amenities		29,700.00			4	Pool, gym and spa located on second floor (total SF that is not in the B block)
- (M1) Two Bedroom (1,250 SF gross / 1,000 SF net)	18	16,500.00	0.50	9.00	2	2 floors on top of M1 commercial
- (M1) Three Bedroom (1,875 SF gross / 1,500 SF net)	8	21,500.00	0.75	6.20	2	2 floors on top of M1 commercial
	62	120,600.00		36.36		
TOWNHOMES						
- (T) Two Bedroom (1,200-1,599 SF)	40	63,960.00	0.75	30.00	2	T1-T20 blocks
- (T) Three Bedroom (1,600 SF)	100	220,000.00	1.00	100.00	3	T1-T20 blocks
- Townhome Clubhouse		4,000.00	0.86	1.72	1	Pool, gym and workspace
	140	287,960.00		131.72		
INCLUSIONARY / WORKFORCE						
- (I) Studio (588 SF gross / 470 SF net)	60	28,200.00	0.25	15.00	3	I1, I2, I3 & I4 blocks
- (I) One Bedroom (788 SF gross / 630 SF net)	115	72,450.00	0.33	37.95	3	I1, I2, I3 & I4 blocks
- (I) Two Bedroom (1,038 SF gross / 830 SF net)	30	24,900.00	0.50	15.00	3	I1, I2, I3 & I4 blocks
	205	125,550.00		67.95		
RETAIL / COMMERCIAL / OFFICE						
- Standalone Retail Blocks		17,300.00	0.86	7.44	1	R1, R2, R3 & R4 blocks (all one story except R4 contemplated as rock climbing gym)
- (M1) Commercial + Condo		19,500.00	0.86	8.39	3	M1 first floor retail space
- (M2) All Commercial		34,500.00	0.86	14.84	3	Three floors of commercial
- (M3) All Commercial		34,500.00	0.86	14.84	3	Three floors of commercial
		105,800.00		45.49		
AMENITIES						
- Sled Hill		22,000.00			4	Plaza / 39ft high
- Ice Skating Ribbon		12,000.00			0	Plaza / Temp structure
- Open Plaza Space		185,000.00			0	Includes paved, landscape, ice rink, sled hill and firepit areas (does not include buildings)
- Ponds		23,715.00			0	Located w/in Townhomes
- Surface Parking	524	183,168.00			0	Throughout site
- Covered Parking	145	45,095.00			1	Bottom of B block
- Walking / Biking Trails		35,500.00			0	Perimeter trail only (will add interior trails later)
- Roads		196,060.00			0	Throughout site
- Green Space		125,000.00				Throughout townhome and around various buildings
- Hwy 40 Buffer Area		250,000.00			0	Dedicated space
	669	1,077,538.00				
TOTALS						
	493	1,795,048.00		314.72		
				246.77		<-- ERU if workforce housing is not included

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.: XXX

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
FOR THE
HARVEST VILLAGE MIXED USE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE HARVEST VILLAGE MIXED USE DEVELOPMENT (this "**Agreement**") is made and entered into as of the [REDACTED] day of [REDACTED], 2024, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and Angstrom Development Group LLC, a Utah limited liability company ("**ADG**"). Each of ADG and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. ADG is the owner of approximately 39 acres of undeveloped real property located on the Southwest intersection of Hwy 40 and River Road (Parcel Nos. XXX) in Wasatch County, State of Utah (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. On [REDACTED], 2024, the City approved and adopted a Site Plan for the Project (the "**Site Plan**"), subject to the Parties entering into this Agreement and the City agreeing to annexation of the Property.

C. The Site Plan for the Property provides for a mixed-use development, including recreational and open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone ("NVOZ") or as outlined within this Agreement.

D. This Agreement and the Site Plan meets the intent of, complies with, and is guided by, the Envision 2050 Heber General Plan.

E. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of ADG and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in

accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions. Incorporation.** The foregoing Recitals and **Exhibits A** through **D** are hereby incorporated into this Agreement.

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

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2024), as amended.

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

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

1.2.4 **Affordable Housing** means a dwelling unit that will be offered for rent or sale exclusively to, and which shall be affordable to, lower income households as defined in Heber City Code Chapter 18.102.110.

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

1.2.6 **Public Gathering Areas** means any publicly owned area or public park identified on the Site Plan that is intended to provide services to the community at large.

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

1.2.8 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular

Subdivision. Backbone Improvements are generally considered to be in the nature of “System Improvements,” as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2024).

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

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

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

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

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

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

1.2.15 **City Updated North Village Stormwater Master Plan** shall have the meaning provided in Section 12.2.

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

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

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

1.2.19 **Default** shall have the meaning provided in Section 14.

1.2.20 **Design Guidelines** means the design guidelines referenced in the North Village Overlay Zone.

1.2.21 **Developer** shall have the meaning provided in Section 22.

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

1.2.23 **Development Property** shall have the meaning provided in Section 22.1.

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

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

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

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

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

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

1.2.30 **Highway 40** means a “state highway” type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40, as that route may be changed from time-to-time.

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

1.2.32 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.* (2023), as amended.

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

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

1.2.35 **Market Rate units** means any non-Affordable Housing within the Project.

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

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

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

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

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

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

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

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

1.2.44 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on-site upon private property within the development to handle on-site or off-site storm drain requirements.

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

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

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

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

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

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

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

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

1.2.53 **Site Plan** means the Site Plan attached as **Exhibit B**, which Site Plan generally depicts the development plan for the Property.

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

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

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

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

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

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

3. **Vested Rights.**

3.1 **Vested Rights.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, and the zoning of the Property, except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

3.2 Exceptions to Vested Rights. The vested rights and the restrictions on the applicability of City's Future Laws as specified in Section 3.1 are subject to the following exceptions:

3.2.1 Master Developer Agreement. City's Future Laws or other regulations to which the Developer agrees in writing;

3.2.2 State and Federal Compliance. City's Future Laws or other regulations which are generally applicable to all properties in City and which are enacted or required to comply with State and Federal laws and regulations;

3.2.3 Codes. Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

3.2.7 Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not reduce the Density Entitlements, are generally applicable across the entire City, and do not materially and unreasonably increase the costs of development; or

3.2.8 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah

Code Ann. § 10-9a-509(1)(a)(ii)(A) (2024).

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

4.1 **Project Density.** Property Owners shall be entitled to and are vested with the right to develop and construct up to 34 hotel ERUs, up to 237 residential ERUs (split between for sale condos/townhomes and for rent multi-family), and up to 55 commercial ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “**Density Entitlements**”). Of the 237 residential ERU’s, Property Owners shall ensure at least 33 of the residential ERUs are constructed as Affordable Housing as detailed in Section 3.6 of this Agreement. The Affordable Housing shall not count toward the overall density of the Project and it shall be eligible for a waiver of any otherwise applicable impact and permitting fees. If the Project requires, the City shall allow the Property Owners to transfer residential ERUs to commercial ERUs.

Commented [JC1]: Staff does not support waiving impact fees

4.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City ordinances set forth in Chapter 17.20 Plans of the City’s Vested Laws. The general street configurations, building types and locations, and general layout shall comply with Site Plan. In the event of any conflict between this Agreement and the Site Plan and the City’s ordinances, this Agreement and the Site Plan shall govern. This includes the City’s acceptance of the following exceptions to NVOZ ordinances:

4.2.1 ADG shall be permitted to construct residential townhomes with up to seven (7) contiguous units.

4.2.2 At ADG’s sole discretion, ADG shall construct enough parking stalls to support the Project.

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

4.3.1 **Return of Unused Density.** If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development ERU shall automatically revert back to ADG. Such Development ERU shall be accounted for in any subsequent Development Report that ADG, or any of its successors in interest may be required to file with the City Recorder.

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

4.5 **Affordable Housing Requirements.** Developer shall construct not less than 33 residential ERUs of Affordable Housing within the Development. Affordable Housing shall be sold or rented, as applicable, to individuals or families with an average income of Eighty percent (80%) or less of the average median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than Thirty percent (30%) of a household's income. Individual income limits for occupants of the Affordable Housing may be anywhere within the affordable housing AMI ranges, including up to 120% of AMI; however, the overall unit mix shall have an AMI averaged of no more than 80% AMI. ADG shall reasonably disperse the Affordable Housing throughout the Project. ADG shall also be entitled to allocate any such Affordable Housing requirements to Developers and/or Sub developers as ADG may elect. Developer and the City shall follow and comply with any deed restrictions as outlined in Chapter 18.102 of the City's Vested Laws. ADG may not pay a fee in lieu to fulfill the requirements of the Affordable Housing unless specifically agreed to by the City.

4.5.1 **Eligibility and Pricing.** A qualified third-party professional property management company shall manage the rental of all Affordable Housing. Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable housing. ADG may enter into one or more master leases with local employers whereby local employers may lease a block of units to meet the housing needs of their qualifying employees.

4.5.2 **Geographic Waterfall.** In initially filling the Affordable Housing, and to the extent it is financially feasible for ADG to do so, ADG shall use reasonable and commercially feasible efforts to implement a geographic waterfall approach in selecting from affordable housing applicants, in the following priority: (1) qualifying applicants employed in the immediate Harvest Village community; (2) qualifying applicants employed within Heber City limits; and (3) qualifying applicants living in Wasatch County

generally. There shall be no time limit required in selecting between orders of priority. Rather, when all qualifying applicants from a category have been exhausted, applicants from the next order of priority shall immediately be given priority. This waterfall provision shall only apply at the initial generation of any waitlist and selection for the Harvest Village Affordable Housing. From that point, all applications shall be made on a first-come-first-serve basis on the existing waitlist. If any of the geographic selection criteria are deemed to violate any federal or state rules and regulations, regarding the leasing practices of tax credit units, then the lease up priority waterfall will be allowed to shift to become in alignment with the governing rules.

4.6.3 Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes.

a. Prior to transfer of ownership from Developer/ Owner of any Affordable Housing, Developer/ Owner shall record a **Deed Restrictions Covenant** (which shall be recorded with the Wasatch County Recorder) that in substantially the form attached hereto as Exhibit D, which shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Housing.

4.6.4 Off-site Affordable Housing. The Developer and City may enter into a separate agreement to allow some or all of the Affordable Housing to be constructed off site on property owned by the City, third parties or other entities.

4.6.5 Timing. At least 50% of the required Affordable Housing shall be constructed no later than the construction of the first 50% of the Market Rate units. The full Affordable Housing requirement shall be completed no later than construction of the first 90% of the Market Rate units.

4.6.6 Impact and Permitting Fee Waiver. The Developer shall receive a waiver of impact and permitting fees resulting from the development and construction of deed restricted affordable housing consistent with the requirements of this section.

Commented [JC2]: This is not supported by staff

5. Zoning and Vested Rights.

5.1 Compliance with City Requirements and Standards. Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building

permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement. Specifically, Developer and Owner acknowledge and agree that the Project must adhere to the City Updated North Village Storm Water and the North Village Street Master Plans.

5.2 **Current Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone. The North Village Overlay District Zone (Section 18.21 of the Heber City Code) was approved by the Council on March 16, 2021.

5.3 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of twenty-five (25) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the “**Term**”), unless it is terminated in accordance with Section 26. The Term may, at ADG’s option, be extended for one (1) additional five (5) year period, provided ADG is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, ADG’s vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

Commented [JC3]: Staff recommends a shorter term

5.4 **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular parcel may not be known at the time of the sale of a parcel. Developer may obtain approval of a subdivision that does not create any individually developable lots in the parcel without being subject to any requirement in the City’s vested laws to complete or provide security for any public infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any public infrastructure in the parcel shall be that of the developer or subdeveloper upon a subsequent re-subdivision of the parcel that creates individually developable lots, or any building permit application, whichever occurs first.

6. Approval Processes for Development Applications.

6.1 **Phasing.** The City acknowledges that ADG, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple

applications from time to time to develop and/or construct portions of the Project in phases.

6.2 **UDOT Bypass.** The Utah Department of Transportation (UDOT) is currently in the process of developing a Heber Valley Corridor Environmental Impact Statement (EIS). As part of the EIS, UDOT has established five potential alternatives for a future bypass road. Two of the five alternatives established by UDOT, would potentially require UDOT to acquire some amount of the Property via eminent domain. Developer acknowledges the proposed bypass routes. Accordingly, Developer agrees to delay the receipt of any permits until April 1, 2025. To avoid doubt, the Parties acknowledge:

6.2.1 The City will still accept and process permit applications submitted by Developer on, or before April 1, 2025.

6.2.2 Developer's vested rights granted within this Agreement will not be impacted or in any way limited or impaired by any UDOT EIS report.

6.2.3 If UDOT selects a bypass route that impacts the Property the Property Owners will, in good faith, negotiate with UDOT regarding the condemnation of Property via eminent domain to facilitate the construction of the bypass road.

Commented [JC4]: Staff would like input from the City Council on this section

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

7.1 **Development Timing: Open Space, Neighborhood Parks, and Trails.** For each Phase, neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. Open space, parks and trails shall comply with the requirements of the NVOZ.

7.2 **Dedication of Open Space or Trails.** The Project contemplates the conservation of certain Open Space along with the dedication of Trails for public use. However, the City acknowledges that the Project is still in the planning stages and the exact location and description of the Open Space and Trails is not known at this time. ADG shall identify the location of all such Open Space and any Trails prior to recording of any plat for the Project. Dedication of Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property or Open Space and/or Trails. If trails are established solely for the internal use by Homeowners' Association, no public easement shall be granted by ADG or any other Property Owner. ADG or other applicable Property Owner shall in its discretion donate, dedicate, or otherwise conserve by way of conservation easement the Open Space and Trails contemplated under this Agreement at the time of plat recording.

Commented [JC5]: Staff would like to see specific public use trails for river access.

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

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

7.5 North Fields Preservation. ADG, for itself and with respect to each subsequent Owner of the Property, agrees that upon the earlier of the sale or disposition of any residential unit or parcel housing a residential unit in the Project to an unaffiliated third party purchaser, the Owner of such residential unit shall pay to the City a one-time fee equal to \$2,500 per ERU or such prorated amount on partial ERU attributable to such residential unit, as applicable (the "**North Fields Preservation Fee**"). ADG, for itself and with respect to each subsequent Owner of the Property, agrees that upon the issuance of a certificate of occupancy from the City for any commercial unit in the Project, the Owner of such commercial unit shall pay the North Fields Preservation Fee attributable to such commercial unit. The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Affordable Housing.

8. **Public Improvements.**

8.1 Utilities and On-Site Infrastructure. ADG shall prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by the Capital Facilities Plan as a condition of approval of a

Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 7.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

8.2 Excess Improvements/Upsizing. Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and ADG acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise “upsized” or upgraded (collectively, the “**Excess Improvements**”) at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or future developments on land areas outside of the Project’s boundaries or owned by parties other than Property Owners (collectively, the “**Benefitted Property**”). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by ADG:

8.2.1 Reimbursements. The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City’s approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners for installing Off-site System Improvements to serve their property as required by State law. Said pioneering agreements shall have a maximum duration of 25 years from the date of City’s acceptance of associated improvements.

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

8.2.3 Backbone Improvements. Property Owners shall not be compensated for any “upsizing” of the Backbone Improvements that are

not included as System Improvements in the approved Capital Facilities Plan.

7.3. Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan. The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

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

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

water is available in the area, the City agrees that Property Owner shall be able to obtain City services.

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

7.9. **Streets.** Street frontage shall be improved in compliance with the City's Standards and Specifications and the NVOZ. In the event of any conflict between the City's Standards and Specifications and the NVOZ, Chapter 4 of the NVOZ shall govern.

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

7.11 **Public Infrastructure District.** City understands that ADG may request a Public Infrastructure District ("PID") pursuant to Utah Code § 17D-4-101 et seq. for the Property. The City shall review and reasonably consider ADG's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project.

Commented [JC6]: Staff would like input from Council on any conditions or use of funds related to a potential PID.

9. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. The CC&R's shall contain a provision that regulates the nightly rental of any residential unit located on the Property. It is anticipated that nightly rental of residential units within the development shall be through the Property's hotel and within the hotel's brand standards. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required at the time of Final Plat review and approval. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines.

10. **Fees & Bonding.**

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

10.2 **Bonding.** Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, for any on-site or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "Security"), including, without limitation, roads, curb and gutter,

storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

11. **Construction Standards and Requirements.**

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

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

11.3 **Building Heights.** No structure in the Project shall exceed three stories along Highway 40 unless approved by the City Council. The maximum height of structures in the Project generally shall not exceed five stories or seventy (70) feet from final grade, excluding any underground parking. To qualify to construct to five stories the proposed structure must offset from Highway 40 by at least 150 feet to protect the views of surrounding properties and highway 40.

Commented [JC7]: Staff would like input from the City Council on building heights

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

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

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

12.2.1 Storm Water Retention/Detention from Off-Site Sources. The Parties acknowledge that ADG will be providing On-Site Storm Water Retention/Detention on the Property for an adjacent development, which On-Site Storm Water Retention/Detention will be used to meet the adjacent development’s storm water retention/detention requirements with the City.

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

12.3. Future Transportation Plan. The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City) (the “**City Updated North Village Transportation Plan**”). Concurrent with Provision 4.1 above, ADG shall be required to comply with all future policies and standards of the North Village Transportation Plan, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter. City agrees that it shall include the Project in any future plans for public transit connections associated with the North Village development area generally. As a NVOZ “Village Center”, this Project is a priority for public mass transit optionality.

13. Provision of Municipal Services. Except for services provided by Districts, the City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden

to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

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

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

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

14.3. **Developer’s Remedies Upon Default.** Developer’s sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City’s obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES

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

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

To the Property Owners:

Angstrom Development Group
Attn: Neil Goldman
1461 W Ursa Way
Heber City, UT 84032

To the City:

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

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

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

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

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

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

16. **Administrative Amendments.** 16.1 **Allowable Administrative Applications:** If allowed by Utah state law, the following modifications to this Agreement may be considered and approved by the Administrator.

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

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

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by ADG or its successors and assigns.

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

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

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

16.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed twenty-one (21) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

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

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

16.2.5 Appeal of Administrator's Denial of Administrative Amendment. If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

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

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

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

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

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

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

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

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

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

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

17.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and complexity of the

Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

17.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application, if required by law, shall be only a recommendation.

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

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

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

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

a portion of the Project in order to amend this Agreement pursuant to this Section 17.

18. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

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

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

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

22. **Assignability.**

22.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, ADG or its successor may sell any portion of the Property to one or more parties (each a “**Developer**” or “**Sub-developer**”) at any time from and after the Effective Date. Each such transferred portion of the Property (each, a “**Development Property**”) shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

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

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

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

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

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

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

22.1.4 ADG shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer's rights hereunder in respect of such Development Property, in each case without Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

23. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub -

developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

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

25. **Termination.**

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

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the

Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or
- (vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

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

25.3 Partial Termination. In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this

Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

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

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

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

29. **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.

30. **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.

31. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

32. **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.

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

34. **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.

35. **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.

36. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

37. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

38. **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.

39. **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.

40. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

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

[Signatures appear on the following two pages.]

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

PROPERTY OWNER

Angstrom Development Group
Utah limited liability company

By: _____
Name: Neil Goldman
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
CITY OF SALT LAKE)

On the _____ day of _____, 2023, personally appeared before me Spencer Wright, who being by me duly sworn, did say that he is the Manager of ADG HARVEST VILLAGE LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: _____

By: _____

DRAFT

EXHIBIT A

TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE RESIDENTIAL DEVELOPMENT

Legal Description

BEGINNING AT A POINT LOCATED NORTH 00°30'00" WEST ALONG THE SECTION LINE 132.85 FEET AND WEST 654.07 FEET FROM THE FOUND WASATCH COUNTY ALUMINUM CAP MARKING EH EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°00'23" WEST 1201.64 FEET TO THE HEBER CITY BOUNDARY AS SHOWN ON THE NORTH VILLAGE ANNEXATION PLAT; THENCE ALONG SAID HEBER CITY BOUNDARY AND THE NORTH VILLAGE ANNEXATION PLAT THE FOLLOWING 22 (TWENTY TWO) CALLS: 1. NORTH 42°02'19" EAST 253.96 FEET, 2. NORTH 89°51'56" EAST 493.00 FEET, 3. SOUTH 42°15'26" EAST 71.50 FEET, 4. ALONG THE ARC OF A 463.93 FOOT RADIUS CURVE TO THE LEFT 66.76 FEET (CHORD BEARS SOUTH 46°22'46" EAST 66.70 FEET), 5. SOUTH 50°30'06" EAST 70.63 FEET, 6. ALONG THE ARC OF A 226.74 FOOT RADIUS CURVE TO THE RIGHT 97.65 FEET (CHORD BEARS SOUTH 38°09'48" EAST 96.90 FEET), 7. SOUTH 25°49'31" EAST 80.79 FEET, 8. ALONG THE ARC OF A 234.73 FOOT RADIUS CURVE TO THE LEFT 109.51 FEET (CHORD BEARS SOUTH 39°11'26" EAST 108.52 FEET), 9. SOUTH 52°33'20" EAST 46.06 FEET, 10. ALONG THE ARC OF A 95.72 FOOT RADIUS CURVE TO THE RIGHT 27.55 FEET (CHORD BEARS SOUTH 44°18'34" EAST 27.46 FEET), 11. SOUTH 36°03'49" EAST 17.11 FEET, 12. ALONG THE ARC OF A 84.88 FOOT RADIUS CURVE TO THE LEFT 74.84 FEET (CHORD BEARS SOUTH 61°19'17" EAST 72.44 FEET), 13. SOUTH 86°34'45" EAST 55.03 FEET, 14. ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT 41.05 FEET (CHORD BEARS SOUTH 69°46'38" EAST 40.47 FEET), 15. NORTH 39°00'43" EAST 134.19 FEET, 16. SOUTH 00°28'04" EAST 215.78 FEET, 17. SOUTH 22°22'27" WEST 568.62 FEET, 18. NORTH 50°59'17" WEST 229.73 FEET, 19. ALONG THE ARC OF A 138.00 FOOT RADIUS CURVE TO THE LEFT 109.61 FEET (CHORD BEARS SOUTH 61°40'19" WEST 106.75 FEET), 20. SOUTH 39°00'43" WEST 127.93 FEET, 21. ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT 39.75 FEET (CHORD BEARS SOUTH 43°36'15" WEST 39.71 FEET), AND 22. SOUTH 48°11'46" WEST 70.25 FEET TO THE POINT OF BEGINNING. AREA = 20.35 ACRES

EXHIBIT B
TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE
RESIDENTIAL DEVELOPMENT
Site Plan



EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE
RESIDENTIAL DEVELOPMENT
North Fields

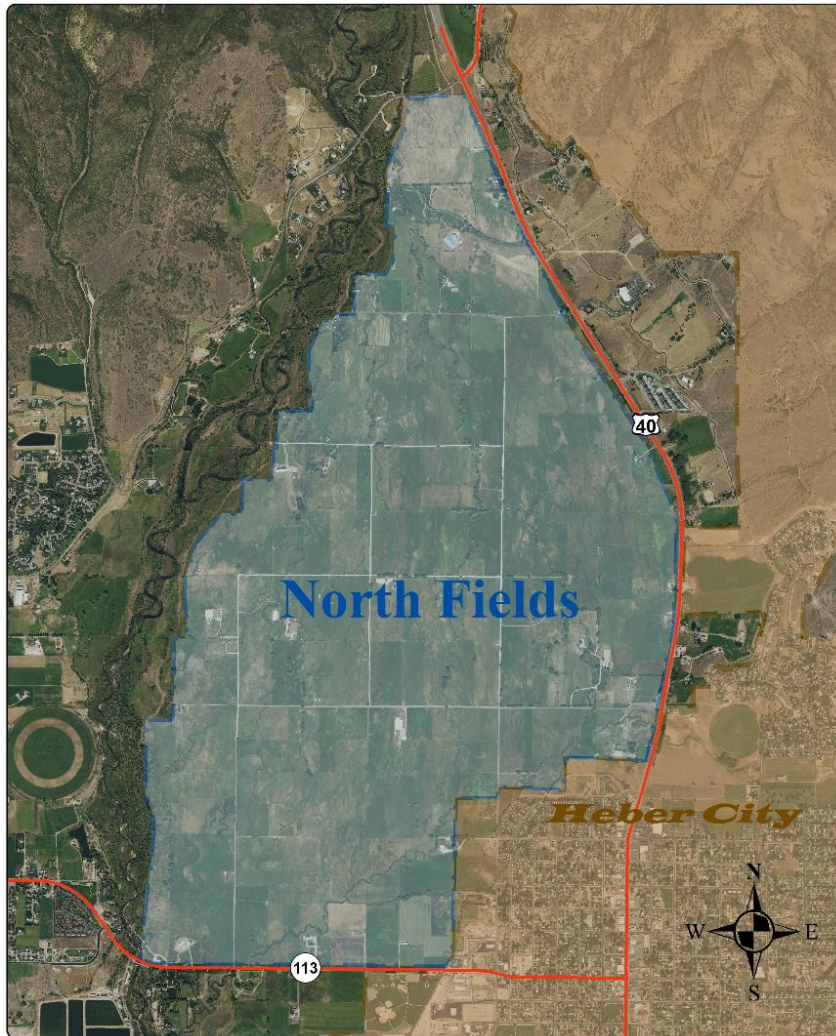


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE
RESIDENTIAL DEVELOPMENT

City's Vested Laws

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

DRAFT



I am pleased to nominate Robin Raines Bond for the Mayor's Award in recognition of her outstanding customer service. Robin has consistently demonstrated exceptional dedication, professionalism, and a genuine commitment to serving our community.

Exemplary Customer Service: Robin expertly helped to personalize and navigate the departmental functions of Heber City. A senior gentleman was struggling to understand his new HOA requirements. Robin showed extraordinary customer satisfaction in helping this individual understand the relationship between Heber City and his neighborhood. Her positive attitude, responsiveness, and willingness to assist make her a true asset to our community.

Robin fosters a positive work environment for her coworkers, promoting collaboration and teamwork. Her dedication to creating a supportive workplace is commendable. Robin actively collaborates with other sectors of the community, building strong relationships that benefit Heber City residents and businesses alike.

Robin Raines Bond embodies gold medal service by consistently providing exceptional service to our community. Her commitment to excellence makes her a deserving candidate for the Mayor's Award.

I believe Robin exemplifies the qualities that this award seeks to honor.

Sincerely,

Cherie Ashe, Human Resources Manager Heber City

Trina Cooke

From: Cherie Ashe
Sent: Sunday, August 25, 2024 6:41 PM
To: Heidi Franco
Cc: Trina Cooke
Subject: Mayor's Award - Robin Raines-Bond
Attachments: Robin RainesBond.docx

Hello Mayor,

I'd like to nominate Robin Raines-Bond, our City Deputy Recorder for the Mayoral Award for her exceptional customer service. I witnessed Robin thoroughly listen and help an elderly gentleman demanding that the City change his HOA's CC&R's. Robin could not have been more empathetic and kind as she explained a convoluted situation to this citizen. Robin walked with him to the Planning Department and spent enough time with him until he understood that Heber City and his HOA are different entities. She could have dismissed him and returned to her regular duties, however, she took the time and energy to help him understand and really help.

Thank You,
Cherie



Cherie Ashe
Human Resources Manager

Heber City
75 N Main Street, Heber City, UT 84032
Phone: 435-657-7902
Email: cherieashe@heberut.gov

PRIVACY NOTICE:

This e-mail, including attachments, may include privileged, confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is not the intended recipient or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 6, 2024**

DRAFT Minutes

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

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

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

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Sid Ostergaard
Council Member Scott Phillips

City Council Absent: Council Member Mike Johnston

Staff Present: City Manager Matt Brower - departed at 5:45 p.m.
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
City Engineer Russ Funk
Engineer Kyle Turnbow
City Attorney Jeremy Cook
City Recorder Trina Cooke
Police Lieutenant Blaine Rigby
Public Works Director Matthew Kennard
Parks and Cemetery Director Mark Rounds
Human Resources Manager Cherie Ashe

Staff Participating Remotely: Finance Manager Sara Nagel, IT Director Anthon Beales, Engineer Ross Hansen, Deputy City Recorder Robin Raines-Bond, City Engineer Russ Funk, Engineering Technician Desiree Muheim, Planning Manager Jamie Baron, Human Resources Manager Cherie Ashe, Assistant City Manager Mark Smedley, Engineer Kyle Turnbow, and Community Development Director Tony Kohler.

Also Present: Planning Commissioners Dave Richards, Phil Jordan, Tori Broughton, Darek Slagowski, Josh Knight, and Chairman Dennis Gunn; Chamber of Commerce Executive Director Dallin Koecher, CAMS (Community Alliance for Main Street) Executive Administrator Rachel Kahler, Kent Shelton, John Janson, Mesia Swan, Kirt Michaelis, Ann Moulton, Clint Neerings, Catherine Moor, Eric Hales, Grace Doerfler, Jace Woolstenhulme, Rex McGuire, Matt Anderson, Travis Stolk, Christen Thompson, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Russ Bishop, Denna Woodbury, S, Jami Hewlett, Andrew Dudik, Jason Glidden, Keri K. Smith, Roger Brooks, Michael Dixon, Cody, DW, Berg Engineering, BR, Christen Thompson, D, Kelli, Kelly Stone - MTech, and Mike Bradshaw.

1. Discussion with Roger Brooks and others regarding Maintaining Strength and Vitality of Downtown and Lessons Learned from Caldwell, Idaho (Matt Brower, City Manager) - *60 min*

Downtown Revitalization Specialist Roger Brooks presented. He shared the number one killer of a downtown was a highway through the middle. Highway 40 doubled as Heber City's Main Street. Having the right business mix was an important factor for a successful downtown. Mr. Brooks felt that downtowns should be an intimate, walkable, beautiful place for community gathering. Parking for events was essential. Keri Smith, from Caldwell, Idaho, shared the success of the downtown revitalization in Caldwell. Discussion followed regarding challenges faced by Heber City. Planning Commissioners and Chamber of Commerce representatives were in attendance to participate in the conversation.

City Manager Matt Brower closed by sharing observations of recent changes to Heber City's downtown that were positively affecting the area and increasing the number of visitors. He was actively working towards adopting inter-local agreements for the Community Reinvestment Agency (CRA) with Wasatch County and the School District.

2. Presentation of the Draft Central Heber Overlay Zone Code in a Joint Council/Planning Commission Discussion (Tony Kohler, Community Development Director, John Janson, Planning Consultant) - *60 min*

Planning Consultant John Janson presented the draft for the proposed Central Heber Overlay Zone as outlined in the attached meeting materials. He recommended one overlay with three sub-districts. Mr. Janson shared proposed new or revised land-use concepts and architectural standards. The Heber City Council and the Planning Commission discussed the necessary process and timeline, including holding the required public hearing and hosting an open house for the affected community members, as well as notification to be provided to the community.

II. BREAK

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

1. Call to Order

Mayor Heidi Franco called the meeting to order at 6:34 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Aaron Cheatwood, Council Member)

Council Member Aaron Cheatwood led the recitation of the Pledge of Allegiance.

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

Council Member Phillips shared the following poem he wrote:

What is it to serve?

Long meetings, hard fought decisions'
Digging through zoning laws and studying provisions.
Concern for the well being of the people of our town
How come all the hard work we do makes so many people frown.

Airports, sewer, water boards
Assignments not a few.
If you have a problem, I'd be happy to solve it with you

Social media blasting, from people who seem to care
But when we have our meetings, there is hardly anyone there

Believe me, when you run for office, you can leave all the roses behind
It's hard to find the true support or people that are kind.

This is not an easy job and I have often wondered why
I have dedicated 4 years of life to even start to try
I need to remind myself that what we do in the council can truly change
We have our sights set forward building a great community for the long-range

I want to thank the staff and Matt for all of their support
And catching on the vision when the balls been in their court
I want to thank the council for the very difficult work they do
In building a great community, improved for me and you

As we continue improving community lets never lose sight
Of always seeking common goals and make decisions that are right!

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

V. CONSENT AGENDA:

1. Approval of July 16, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)

Motion: Council Member Ostergaard made the motion to approve the Consent Agenda as presented. **Second:** Council Member Cheatwood made the second. **Voting**

Yes: Council Members Ostergaard, Cheatwood, and Barney. Council Member Phillips abstained as he was absent from the meeting for which the minutes being voted on were taken. **Voting No:** None. Council Member Johnston was absent. The **Motion Passed 3-0.**

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

Christen Thompson commented on the Red Ledges trail that remained incomplete. He shared his efforts to contact Red Ledges and City officials to push the trail completion forward. Mr. Thompson suggested, in the future, the City require trails to be finished before permitting development.

Council Member Cheatwood read the following public comment received by email:

Dear City Council

I was pleased to hear on KPCW about Heber City's desire for public engagement regarding the central city improvements. I would like to attend, but am unable to attend as I have other commitments at 4pm on Tuesday the 6th of August. I am curious however as I own the home at 256 West 100 South that is directly affected by weekly festivals, I would like to know what plans Heber City has for parking improvements and if any street improvements are being planned for 100 West with the proliferation of park activity that subjects property owners to parking, road closures and vendors using the street for staging purposes. My front yard setback is very limited and would like to know how I will be impacted. Thank you for your time and consideration.

Sincerely,

Kent Shelton

Katherine Moore stated that she lived across the street from the City's Main Street Park and was deeply upset by the negative impact caused by the parking at Heber Market on Main and other park events. She claimed that event attendees consistently blocked her and her neighbor's driveways. She was disappointed with the growth and the City's lack of historic preservation.

Police Lieutenant Blaine Rigby described the enforcement efforts made by the Police Department's Code Enforcement to try to mitigate event parking violations. To date, citations were the only action taken against violators. Council suggested possible solutions such as booting or posting signs indicating that parking violators would be towed. The Council wished to see the homeowners rights protected.

VII. GENERAL BUSINESS ITEMS:

1. JustServe National Day of Service in Heber Valley: September 7, 2024 (Ann Moulton) - 5 min

Ann Moulton, representing the National Day of Service, shared the scheduled itinerary and projects for the event scheduled to take place on Saturday, September 9, 2024, at 9:00 a.m. Council Member Phillips recommended highway clean-up along SR189 by the Airport and on Midway Lane, especially after Swiss Days.

2. Red Ledges Community Update (Travis Stolk) - 15 min

Matt Anderson, new COO of Red Ledges, introduced himself, the Red Ledges Senior Vice President of Development Rex McGuire, and Vice President of Development Travis Stolk. Mr. Anderson shared a presentation as included in the meeting materials. The presentation provided an overview of the private community and the amenities offered therein, including a golf course, tennis and pickle-ball courts, horseback riding, a clubhouse with two restaurants and a bar. Mr. Anderson shared an infrastructure update for existing roads, roads being constructed, and future road plans. Council discussion followed regarding the trail system and land between the park and Red Ledges with the proposal to build a bicycle pump track.

The meeting was moved forward to item 5 regarding the MTech annexation on the General Business agenda.

3. Central Heber Replacements Project Update (Russ Funk, City Engineer) - 10 min

Motion: Council Member Phillips moved to push item three on the General Business agenda to the next meeting. **Second:** Council Member Ostergaard made the second.

Discussion: Council Member Cheatwood felt there was important information to be shared with the Council before school started.

Amended Motion: Council Member Phillips amended his motion to allow for the one piece of information to be shared. **Second:** The second stood.

City Engineer Russ Funk explained that, in spite of best efforts, 500 East would not be opened before school started. It would open approximately one week after school began. He was meeting with the principal of the school and the road construction team to get a plan in place for the first week of school, including a pick-up and drop-off plan for school traffic. The road would be completed as soon as possible.

4. Discussion regarding Contract Negotiations with the City of Midway for Law Enforcement Services (Parker Sever, Chief of Police) - *10 min*

Lt. Blaine Rigby shared that in order for the Police Department to contract daytime law enforcement services with Midway, the department would need to hire two new employees. The new employees would be paid for by Midway.

The meeting was moved forward to item seven on the General Business agenda.

5. MTECH Annexation (Denna Woodbury, Planning Consultant) - *20 min*

Planning consultant Denna Woodbury reviewed the Mountainland Technical College (MTech) annexation process and timeline. MTech would be located next to the new high school that was currently under construction. City Engineer Russ Funk provided additional information, shared the location of a traffic signal, and said UDOT (Utah Department of Transportation) had decided not to install a roundabout at the location. The School District Engineer Paul Berg provided additional information regarding the street design and expected traffic flow based on the traffic study performed. Council further discussed traffic, road infrastructure, and safety.

Kirt Michaelis with Mountainland Technical College expressed the schools excitement to come to Heber City and invited Council to a ceremonial groundbreaking the next Friday, August 16, 2024.

6. Street Standards Review (Russ Funk, City Engineer) - *30 min*

City Engineer Russ Funk reviewed the City's current street standards. Based on comments from Council Members during the Annual Retreat in January that year, he was seeking feedback for possible changes to update and finalize the City's Standard Drawings and Specifications for the cross-sections of major and minor collector roads. He described future roads planned for the Jordanelle Ridge development area and concerns with road width, emergency fire department access, and whether a sidewalk was needed on both sides of the road. He clarified the feedback from Council that the roads needed to accommodate emergency access, a sidewalk was necessary on only one side of the road, and that curb and gutter did not need to be installed outside the designated business district.

The meeting was returned to item three on the General Business agenda.

7. Jordanelle Ridge Open Space Agreement (Jeremy Cook, City Attorney) - 20 min

Motion: Council Member Barney asked to postpone item seven to a future meeting as she felt it was too large of a discussion for that night. **Second:** Council Member Cheatwood made the second.

Discussion: City Attorney Jeremy Cook explained he was seeking Council feedback before taking the proposed open space agreement to the County. He wanted to ensure Council approved of the language in the agreement before discussing it with the County. Mayor Franco was concerned with the section regarding grazing and hunting. She noted the City did not permit hunting in the city limits. Consensus of the Council majority felt the County should be allowed to review the agreement prior to City approval. Mr. Cook agreed to present the agreement to the County Council then return to the City Council for approval.

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

1. Public Hearing for Ordinance 2024-16, adopting proposed modifications to the City's Annexation Policy Plan Expansion Area Map (Tony Kohler, Community Development Director) -

Community development Director Tony Kohler shared the information and location of two proposed annexations. The Annexation Policy Plan boundary needed to be amended in order to the City to be able to annex.

Mayor Franco opened the Public Hearing at 9:13 p.m.
No one from the public came forward to comment.
The Public Hearing was closed at 9:14 p.m.

Motion: Council Member Phillips moved to accept Ordinance 2024-16 to adopt the proposed modifications to the City's Annexation Policy Plan. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Barney. Council Member Johnston was absent. **Voting No:** None. The **Motion Passed 4-0.**

2. Heber C. Kimball Legacy Foundation Donation Agreement (Jeremy Cook, City Attorney , Matt Brower, City Manager) - 10 min

City Attorney Jeremy Cook explained the proposed agreement was to formalize the donation that the Council had previously agreed to verbally.

Motion: Council Member Phillips made the motion to accept the contract for the donation in the amount of \$50,000 to the said foundation for the purchase of property. **Second:** Council Member Ostergaard made the second.

Discussion: Mayor Franco questioned the signature line with City Manager Matt Brower's signature instead of the Mayor's. City Attorney Jeremy Cook said he would look into the requirements to ensure the proper signature was obtained.

Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Barney. Council Member Johnston was absent. **Voting No:** None. The **Motion Passed 4-0.**

3. Resolution 2024-14 Amending the Personnel Policy (Cherie Ashe, Human Resources Director) - *20 min*

Human Resources Manager Cherie Ashe presented the proposed updates to the Personnel Policy as recommended by the Personnel Policy Committee and included in the attached Staff Report.

Motion: Council Member Phillips moved to adopt Resolution 2024-14 amending the Personnel Policy. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Barney. Council Member Johnston was absent. **Voting No:** None. The **Motion Passed 4-0.**

4. Amendment to City Manager Contract Section 6: Automobile - Monthly Vehicle Allowance (Cherie Ashe, Human Resources Director, Jeremy Cook, City Attorney)

Human Resource Manager Cherie Ashe stated that the vehicle allowance increase was proposed to be added to the City Manager's contract in order to align with the approved changes in the Personnel Policy. Council Member Phillips asked to have an agenda item added to the first meeting in September to discuss the City Manager's salary in order to ensure he was being properly compensated. Ms. Ashe shared that the City was currently undergoing a wage study that would be completed in time to present at the first meeting in September.

Motion: Council Member Phillips moved to accept the amendment to Matt Brower's employment agreement. **Second:** Council Member Ostergaard made the second.

Discussion: Mayor Franco asked whether the wage adjustments would need to be postponed as the budget had already been approved. Council Member Cheatwood pointed out the wage study provided information but would not require Council action.

Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, and Barney. Council Member Johnston was absent. **Voting No:** None. The **Motion Passed 4-0.**

IX. COMMUNICATION:

Council Member Phillips shared that the Chamber of Commerce Tourism Board, on which he served, had held their golf tournament that day. He recognized the hard work put into the event and noted that it had been well-planned and well-attended. He added that the board had asked for focus to be placed as much on local businesses as on tourism.

Council Member Ostergaard noted that he had spoken with the City's Code Enforcement Officer Travis Price and asked that he provide Council with a report on the City's Parking Code.

Council Member Barney shared community concerns with the chip-seal process. She asked what could be done to improve the process and described unpleasant experiences she and other community members had during the project. Council Member Cheatwood shared a comment from a resident who felt the contractor was taking advantage of the City. City Engineer Russ Funk apologized and noted that it had been a challenging project and that it was nearing completion. He explained the remaining steps and timeline for completion. He added that the Mill Road roundabout was nearing completion as well. Discussion regarding the ongoing projects continued.

Assistant City Manager Mark Smedley felt the Council was good and accommodating to take the community complaints but asked for patience from the community.

Additional dates and events to remember:

- Tuesday, September 24 at 5:00 p.m. would be the next CRA (Community Redevelopment Agency) discussion with the School Board at the Wasatch County School District Office.
- Monday, September 9, from 5:30 p.m. to 7:00 p.m. would be the Wasatch County Health Department's annual Dinner in the Park that the City would participate in.
- The next City Council Meeting, August 20, 2024, would need to end before 7:00 p.m. in order for the Truth in Taxation meeting and public hearing to take place.

X. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn. **Second:** Council Member Cheatwood made the second. The meeting adjourned at 9:44 p.m.

Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 20, 2024

DRAFT Minutes

7:00 p.m. Special Meeting
Truth in Taxation

I. TRUTH IN TAXATION - 7:00 P.M.

1. Call to Order (Heidi Franco, Mayor)

Mayor Heidi Franco called the meeting to order at 7:00 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips - Remotely

Staff Present: City Manager Matt Brower
Finance Director Sara Jane Nagel
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
Chief of Police Parker Sever

Staff Participating Remotely: IT Director Anthon Beales, Human Resources Manager Cherie Ashe, Public Works Director Matthew Kennard, and City Engineer Russ Funk.

Also Present: Linda L Middleton, Grace Doerfler, Carole Gallagher, Chuck Kelly, Annie McMullen, Jane Marsh, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) TMT, Shorty5, Luke Searle, Kim D, Kelli, Jeffrey Kim, Janine H., and Jami Hewlett.

II. PUBLIC HEARINGS:

1. Public Hearing Truth in Taxation (Sara Nagel, Finance Manager)

Finance Director Sara Nagel shared the guidance offered by the office of the Utah State Tax Commission for the public hearing process. She explained the purpose of the proposed property tax increase was to balance the City's budget, mitigate the City's reliance on sales tax revenue, and to combat inflationary pressures. Ms. Nagel described the Truth in Taxation process requirements the City had to meet in order to increase property tax as outlined by the State. She provided examples to help homeowners calculate the effect on their property taxes and listed the services the taxes paid for.

Mayor Franco opened Public Hearing for public comments at 7:14 p.m.

Carole Gallagher asked where the Fire Department representation was found. Mayor Franco answered that the Fire Department was under County jurisdiction. City Manager Matt Brower referred to the slide that showed the Fire District received 4.5% of all property taxes. Ms. Gallagher suggested enlarging the slides or providing the attendees with paper copies as she found them difficult to see.

Jane Marsh asked how the home value was determined and how the new developers were contributing. Mayor Franco explained that home valuation was under the County's jurisdiction and that developers paid impact fees. Mayor Franco described the transition from home development by the developers to the homeowners, who would then be assessed property taxes. Ms. Marsh indicated she owned two homes in Heber and was being charged a higher rate for the second home.

Linda Middleton lived off Southfield Road. She expressed dissatisfaction with the constant construction vehicles traveling on Southfield Road through her neighborhood. Her home value had gone up every year except last year because she had the County Assessor come to her home to see that her basement was unfinished. She wished to express, on behalf of her neighborhood, the difficulty faced by people on a fixed income. She did not feel the home valuations were appropriate. She felt the City Council Members should be representing her and the City residents to the County Council, the Legislature, and all the way to the President of the United States. She felt the development had hit like a rock and was upset about hail damage, water damage, the dump trucks, constant construction, noise, and light pollution. She wanted the City Council to understand that they should not represent industry and she was tired of paying for development. Ms. Middleton stated the residents who lived in Heber City were paying for the new construction and the City could not afford a new cemetery building and artwork everywhere. She asked that the Council represent the residents better.

John Heinie read the property tax revenues projected by the City in the past 3 years: in 2022, 2.2 million dollars; in 2023, 2.3 million dollars; in 2024, 3.1 million dollars. He wanted to know how the numbers were established and why the City had not met the targeted amount. He felt that if the City had met the projected amounts, the current meeting would not be necessary. City Manager Matt Brower explained that the City's budget process began in January, before the benefit of the assessment values were available. Therefore, the City began the budget process using estimated amounts. Mr. Heinie acknowledged the County-level assessment process but asked that the City better represent the citizens. He wanted the City Council to hold the County accountable. He provided examples of local business assessments that he felt were highly inaccurate and suggested the City hire a data analyst. He asked the City to look to Moab and find out why they have had no property taxes in 30 years. Council Member Johnston pointed out that Moab received resort tax revenue that Heber City was unable to assess. Mr. Heinie offered to help the City if needed. Mr. Brower noted the City had imposed only five tax increases in 27 years.

Annie McMullin had lived in Heber since 1979. She had worked her entire life and had served a term on the Wasatch County Council. She asked why the solution was always for the City to raise taxes and felt the City should live within its means. She saw only growth when she looked around the City. Ms. McMullen recognized that the County benefited more from property tax but noted the City benefited more from sales tax revenue. She acknowledged it was not a large tax increase the City was asking for but it all added up collectively. Her house had been reassessed and her payment had gone up \$530 a month and all her utilities and services had gone up as well. Her Social Security had increased only \$87 per month the previous year. Everything added up and it was difficult for aging residents to continue to stay in their homes. She wished to remain in Heber but was struggling with all the increased costs. She asked what the additional revenue the City was seeking with the proposed tax increase was needed for. She wanted to see the slide exhibiting what property taxes paid for. She did not think there was enough crime to warrant the amount being dedicated to the police department. She reminded Council that a large portion of the population was aging and felt they were being priced out. She felt the logical solution to the traffic problem was for the bypass to go directly through the North Fields. Further discussion with Council regarding the bypass ensued.

Kelli Gomez, participating online, felt the residents were feeling squeezed from every direction with prices going up everywhere. She wondered if, within the budget, other things could be cut in order to not add pressure to the residents with another tax increase. She felt the City was trying to grow too much, especially with the Olympics coming, and did not feel that most of the residents could support the growth. City Manager Matt Brower explained the budget process, inflationary pressure, and measures taken by the City to reduce added costs where possible.

Jami Hewlett, participating online, felt the pressure of increased prices. She wondered why, with the value of houses automatically going up and increasing the taxes paid residents which would generate higher tax revenues for the City, the City needed to impose another tax increase. The Mayor explained that the City's property tax revenue did not increase with the increased valuation of homes. The Truth in Taxation process allowed the City to increase its revenue with a minimal tax increase. Ms. Hewlett had noticed that Moab did not allow density to increase. She said Moab had done a study showing that the residents paid for themselves for seven years, then became a liability. She felt it was inaccurate, as more people moved in, there were more schools, teachers, and police officers needed, which increased taxes. She asked why the City pushed density instead of commercial development that would make the City money. City Manager Matt Brower explained that the City tried to balance the residential and commercial development to provide the most cost-effective services it could. Ms. Hewlett stated there were a lot of older people awaiting their parent's death in order to get a free house but were concerned with the high property taxes preventing them from doing so, and that didn't include the price of their home because they would be inheriting it. She was wondering what the City could do for those types people whose parents were 90 and they were 70, living on a fixed income, trying to move back into their homes, and could not afford the taxes. Mr. Brower said the City could only control what they controlled, and the City did try to keep the organization small as the City grew in order to help minimize the impact on situations such as Ms. Hewlett described. Mayor Franco advised Ms. Hewlett of the County's Board of Equalization that residents could appeal to in order to pay a reduced property tax rate. Mayor Franco added that there was a certain level of income requirement that needed to be proved and suggested Ms. Hewlett reach out to the County Assessor's Office.

Lynda Middleton proposed the City not give any more of its land away to the State or Federal Government, or to developers; to not pave Heber anymore; use the parking lots it already had; lower the speed limits; preserve the climate; and if the City needed to raise taxes to keep Heber, Heber, so be it.

Chuck Kelly asked if the County did a Truth and Taxation process as well. He asked if the City Council would be amenable to attend the County's Truth in Taxation meeting to represent the residents. He felt it would be appropriate for the County to go through the Truth in Taxation process as they reassessed the local homes at such higher amount. City Manager Matt Brower informed that residents were able to take their concerns to the County Council. Council Member Cheatwood Aaron indicated his willingness to advocate on the resident's behalf.

Carole Gallagher asked about the contribution of developers' impact fees for schools, roads, structures, and the fire and police departments. Mayor Franco replied that it was currently not legal to charge impact fees for schools, but developers were charged impact fees for all other amenities in the community. Ms. Gallagher asked where she could find the impact fees in order to be better informed.

Mayor Franco referred her to the Consolidated Fee Schedule found in the Budget document and on the City website. Special Service District fees and County fees could be found on their websites. She described the legal standards the City was required to meet to impose impact fees. Mr. Brower provided Ms. Gallagher with his card and invited her to contact him for further discussion.

Jane Marsh asked the Council to try to live within their means. She appreciated the Budget book information. She said the tourism department was asking for a million dollars for a new conference room. Mayor Franco advised the tourism department was through the Wasatch County.

With no further members of the public coming forward to comment, Mayor Franco closed the Public Hearing at 8:18 p.m.

III. ACTION ITEMS:

1. Resolution 2024-08 Adopting Fiscal Year 2024-2025 Budget Including the CRA (Community Reinvestment Agency) Budget (Sara Nagel, Finance Manager)

Each member of the Council expressed gratitude to the public for their attendance and comments. They noted that Council had held many lengthy discussions to arrive at the decision to propose a tax increase. It had been a difficult decision for each of them. The Council thanked Staff for their hard work on the budget. Mayor Franco noted that item two on the agenda to adopt the certified tax rate needed to be approved before the budget adoption and moved the meeting ahead to agenda item two.

Motion: Council Member Johnston moved to approve Resolution 2024-08 adopting the 2024-25 Fiscal Year budget as presented. **Second:** Council Member Cheatwood seconded the motion. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

2. Resolution 2024-09 Adopting a Certified Tax Rate (Sara Nagel, Finance Manager) - *10 min*

Motion: Council Member Cheatwood made the motion to adopt Resolution 2024-09 adopting the certified tax rate as presented. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

IV. ADJOURNMENT:

Motion: Council Member Cheatwood made the motion to adjourn. **Second:** Council Member Barney made the second. The meeting adjourned at 8:35 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 9/3/2024
SUBJECT: Ordinance 2024-19 Amending Heber City Code, Sections 5.04.130 and 5.04.135 regarding Non-Profit Special Event Fee Waiver
RESPONSIBLE: Mindy Kohler
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Adopt a formal policy for fee waivers for non-profit special events.

SUMMARY

Add language to the code to give guidance to staff to waive fees for non-profit events.

RECOMMENDATION

Adopt the policy as written.

BACKGROUND

Historically fees have been waived for non-profit groups to hold events, but a formal policy has not been in place. This policy would give staff guidance to do that.

DISCUSSION

Adding this to the special event code will provide transparency and consistency in how fees are waived for non-profit events.

Current event fees range from \$100-\$325 depending on the size of the event. These are self-sustained events that do not require police or city staff support. In the past the requests for fee waivers have been for fundraisers benefiting special needs programs, youth groups, and law enforcement groups. Fees have also been waived for Interagency groups holding community events. If additional city services are needed for road closures, security or other support, the organizer will be billed.

FISCAL IMPACT

Fees are currently being waived, so the fiscal impact will be negligible.

CONCLUSION

This policy will add transparency and consistency to the fee waiver process.

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: Mindy Kohler, Treasurer

EXHIBITS

1. Special Event Fee Waiver Policy Proposal with Code
2. Ord 2024-19 Special Event Fees

5.04.130 Non-Profit Special Events

Non-profit sponsoring units of Special Events may apply for a Special Events Permit to conduct business and have concession stands in connection with requested event. If the event and the activities comply with all local and state ordinances, law, and regulations, a permit will be issued.

~~The sponsoring unit will be assessed a permit fee equal to \$25 per business and/or concession stand.~~ Additionally, The sponsoring unit must provide evidence from the IRS of Non-profit status and ensure that all businesses and concession stands have a temporary sales tax number and collect the appropriate sales tax. All business activities in connection with said event shall be at locations approved by both the sponsoring unit and the city administrative officer assigned by the mayor to overview the special event. The permit issued shall entitle each individual business or concession to operate without acquiring an independent license, but the duration of the business activity shall not exceed seven calendar days.

5.04.135 Non-Profit Special Event Fee Waiver

Non-profit event sponsors may apply for a fee waiver by submitting the request in writing to the Business License Official. A fee waiver would apply to the permit fees only, the application fee will still apply. Fee waivers will be granted on a per event basis and must be requested at the time of application. Fees will apply for additional services that may be requested for the event.

ORDINANCE NO. 2024-19

AN ORDINANCE AMENDING THE MUNICIPAL CODE TO PROVIDE FEE WAIVER GUIDANCE FOR NON-PROFIT EVENTS.

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Section 5.04.130 “Non-Profit Special Events” is hereby **AMENDED** and Section 5.04.135 “Non-Profit Special Event Fee Waiver” is hereby **ADOPTED** as illustrated in Exhibit A.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2024.

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

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

EXHIBIT A

5.04.130 Non-Profit Special Events

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~~The sponsoring unit will be assessed a permit fee equal to \$25 per business and/or concession stand.~~
~~Additionally,~~ The sponsoring unit must provide evidence from the IRS of Non-profit status and ensure that all businesses and concession stands have a temporary sales tax number and collect the appropriate sales tax. All business activities in connection with said event shall be at locations approved by both the sponsoring unit and the city administrative officer assigned by the mayor to overview the special event. The permit issued shall entitle each individual business or concession to operate without acquiring an independent license, but the duration of the business activity shall not exceed seven calendar days.

5.04.135 Non-Profit Special Event Fee Waiver

Non-profit event sponsors may apply for a fee waiver by submitting the request in writing to the Business License Official. A fee waiver would apply to the permit fees only, the application fee will still apply. Fee waivers will be granted on a per event basis and must be requested at the time of application. Fees will apply for additional services that may be requested for the event.



Heber City Council Staff Report

MEETING DATE: 9/3/2024

SUBJECT: Cemetery Administration and Columbarium Project: Change Order One in the Amount of \$294,840 and Ordinance 2024-20 Amending the City's Consolidated Fee Schedule to include New Cemetery Niche Pricing

RESPONSIBLE: Matt Brower

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: 2024 Council Priority

SUMMARY

In June '24, the City Council approved a contract with Jardine Malaska Construction to construct the cemetery administration building and columbariums for a fixed amount of \$4,041,457. The City Council negotiated with Jardine Malaska Construction to reduce the cost of their bid by removing several items from the project scope of work. One of the items removed was one side of the columbarum units, which resulted in a reduction in project costs of \$273,000. The project team has learned that if the columbarum units originally removed from the project scope were purchased now, the City would save, due to economies of scale, approximately \$100k (in current dollars). Staff is requesting the Council reconsider adding the second columbarum unit to the project now in order to take advantage of significant cost savings that will only be available when ordering both columbarum units simultaneously.

The second part of this agenda item is to approve the attached Ordinance 2024-20 which formally adopts the niche pricing for the columbariums. Although the Council previously vocalized their support for niche pricing, the pricing must be formally approved by ordinance.

RECOMMENDATION

Staff recommends approving change order one in the amount of \$294,840 and Ordinance 2024-20 formally adopting niche pricing for the new columbarum units.

BACKGROUND

Staff is requesting Council reconsider adding the second columbarum unit to the project in order to take advantage of significant cost savings that will only be available when ordering both columbarum

units simultaneously. The cost savings came to light recently when Larkin Mortuary, the subcontractor who will fabricate the columbarium units, requested a deposit to begin fabricating the units. Unit costs for fabricating a single columbarium unit is \$575/niche, while unit costs for fabricating both columbarium units simultaneously is \$500/niche. Unit costs are also likely to increase over time, resulting in even greater cost savings for the City if the second columbarium unit is approved now.

In previous project presentations to the Council, staff presented prices for the new niches. Although the Council vocalized support for the niche pricing, no formal action was taken. This agenda item, if supported by the Council, will formally ratify the proposed niche pricing which is intended to cover the cost of the two interfund project loans and increase funding to the cemetery perpetual care fund.

DISCUSSION

There are several advantages to the City in approving the change order to fabricate both columbarium units simultaneously, which would contain a total of 1,296 niches. First, unit costs would be reduced \$75 dollars per niche. This would result in a savings of nearly \$100k in today's dollars. Second, if the change order is not approved, the second columbarium unit will be installed sometime in the future after the project has been fully completed. Due to the size and weight of the columbarium unit, the roof would have to be removed in order to crane the unit into its proper position. This cost would have to be absorbed by the City, which is not currently budgeted or anticipated. Third, installing the second columbarium unit now would make available additional premium niche sites that could be included in the niche pre-sales initiative. This is important, as the Council approved two interfund loans for the project that are intended to be paid back via niche sales.

FISCAL IMPACT

Columbarium Unit Fiscal Impact

Option 1: Approve Change Order to Fabricate Second Columbarium

Cost Savings

-Reduced niche unit costs, resulting in approximately \$100k savings (current dollars).

Cost Avoidance

-Cost associated with removal of roof to crane columbarium unit into place--cost currently unknown.

Option 2: Deny Change Order to Fabricate Second Columbarium at this Time

Cost Savings

-None. Increased niche costs in the future, resulting in an approximately \$100k cost increase (current dollars).

Cost Avoidance

-None. The city will have to pay, in the future, for the cost to remove the roof to place the second columbarium unit into place--cost currently unknown.

Should the Council support approval of the proposed change order, staff recommends a future budget amendment to earmark the needed funds from the City's general fund reserves. The General Fund reserves are sufficiently funded to assume the cost of the second columbarium unit.

Ordinance 2024-20

There is no cost to adopting the proposed ordinance. Formally adopting the ordinance is a housekeeping item that needs to be done in order for staff to execute on the niche pre-sales pricing initiative. The niche pricing includes the regular niche prices and the pre-sales prices, which is up to a 20% discount for residents and non-residents. Recall that residents already receive a 20% discount on all cemetery plots and niche sales as a standard discount.

CONCLUSION

Support change order one and Ordinance 2024-20. Approval of the change order will require a future General Fund budget amendment.

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

1. Flyer Pre-Sale Columbarium prices
2. Ordinance 2024-20 Amending the Consolidated Fee Schedule

3. Consolidate Fee Schedule 2024-2025_Final_Amendment 1
4. CO-01 2nd Columbarium 8-21-24 Matt
5. Larkin Vault
6. Jardine Lythgoe Cost Savings Recommendations

Heber City Cemetery

PRE SALE COLUMBARIUM NICHE SALES



A Sacred Meditative Space

Groundbreaking rates are available through November 1, 2024.

Pricing includes opening and closing niches as well as standard engraving faceplate costs. Companion niches include two boxes and a shared faceplate. Payment plans are available at no interest.



Read more

Scan QR code or visit heberut.com/events/columbarium

	Resident		Non Resident		Resident Companion		Non-Resident Companion	
	DISCOUNT	Pre-Sale	Price	Pre-Sale	DISCOUNT	Pre-Sale	Price	Pre-Sale
Row A Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row B Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row C Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row D Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row E Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row F Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row G Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row H Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row I Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row J Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row K Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row L Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840

Niche spaces include granite name plate with basic engraving (name and dates only). Upgraded engraving, vase, picture, etc will be available at an extra cost. Weekday opening and closing fees are included purchase. Extra weekend rates will be applied to all inurnments taking place on the weekend. All engraving will be ordered through Heber City Cemetery and its preferred vendor. Name plates will not be allowed to be taken to any other engraver. No pre-need engraving allowed except on companion nameplates after inurnment of first spouse. Companion Niche spaces include a shared nameplate and will not be able to be split into 2 separate nameplates. Single name plates will not be allowed to upgrade to a shared/companion name plate.



CONTACT

Jody Summers
Events, Cemetery, and Parks
jsummers@heberut.gov

680 N 550 E, Heber City, UT 84032
Phone: 435-671-2713
M – F 8:30 am – 2:30 pm

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE APPENDIX “A” (Consolidated Fee Schedule) ASSOCIATED WITH AND PERTAINING TO ESTABLISHING FEES FOR COLUMBARIUM NICHE PRICING, TITLE 3.15, HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

WHEREAS, during the year 2024, City Staff and the Cemetery, Parks and Recreation Department met and discussed adopting fees to include Columbarium Niche pricing and Pre-sale discount pricing of 20% off the Resident discount price and the non-resident pricing, requiring an update to the Consolidated Fee Schedule; and

WHEREAS, pursuant to those discussions, in part, and other finalizations, City Staff is recommending establishing certain fees, specific to the newly anticipated Heber City Columbarium, for niche pricing, and presale discount, resident and non-resident pricing, to cover the cost of said services and project.

NOW, THEREFORE BE IT ORDAINED by the City Council of Heber City, Utah, that the Consolidated Fee Schedule Sections affected, and identified and described in Appendix “A” associated with Title 3.15 of the Heber City Municipal Code is amended and adopted as, and pursuant to the attached **Exhibit A**.

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

ADOPTED, PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2024, by the following vote:

	AYE	NAY
Council Member Aaron Cheatwood	_____	_____
Council Member Sid Ostergaard	_____	_____
Council Member Mike Johnston	_____	_____

Council Member Scott Phillips

Council Member Yvonne Barney

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

DRAFT

EXHIBIT A.

DRAFT

Exhibit A

Consolidated Fee Schedule

2024 - 2025 Fiscal Year

Administrative Fees.....	2
Airport Fees.....	3
Animal Services Fees.....	4
Building Fees.....	5
Business License Fees.....	6-8
Cemetery Fees.....	9-11
Elections Fees.....	12
Engineering Fees.....	13
Public Works Service Fees.....	14-15
Franchise Tax.....	16
Impact Fees.....	17-18
Pressurized Irrigation Fees.....	19
Planning Fees.....	20
Police Fees.....	21
Storm Water Fees	22
Water/Sewer Fees.....	23-24

CEMETERY FEES

SERVICE	FEE
Grave Purchase "Value"	
Resident	\$1,200.00 Effective 02/01/2021
Non-Resident	\$1,800.00 Effective 02/01/2021
Grave Purchase "Standard"	
Resident	\$1,400.00
Non-Resident	\$2,600.00
Grave Purchase "Premium"	
Resident	\$1,800.00 Effective 02/01/2021
Non-Resident	\$3,400.00 Effective 02/01/2021
Infant Grave – Infant Section Only	
Resident	\$175.00 Effective 07/01/2022
Non-Resident	\$300.00 Effective 07/01/2022
Opening/Closing (Weekdays)	
Resident	\$650.00
Non-Resident	\$850.00
Opening/Closing (Weekends)	
Resident	\$1,100.00
Non-Resident	\$1,300.00
Infant/Cremains Opening/Closing (Weekdays)	
Resident	\$350.00
Non-Resident	\$450.00
Infant/Cremains Opening/Closing (Weekends)	
Resident	\$800.00
Non-Resident	\$900.00
Disinterment	
Full Body	\$2,500.00 Effective 07/01/2022

Infant	\$1,000.00 Effective 07/01/2022
Cremains	\$500.00 Effective 07/01/2022
Niche	\$500.00 Effective 07/01/2022
Transfer Fee – Per Lot	\$200.00
Overtime Fee – Per ½ hour Any service arriving 3:30 pm or later = OT charge	\$100.00 Effective 07/01/2022
Quick Claim Deeds (per transfer)	\$200.00
Headstone Inspection Fee	\$25.00
Headstone Removal Fee*	
Flat or Wedge	\$200.00
Upright	\$400.00
Cremation Niche	
Rows A & B (top two rows) Resident	\$1,430.00 Effective 07/01/2022
Rows A & B (top two rows) Non-Resident	\$2,360.00 Effective 07/01/2022
Rows C & D (bottom two rows) Resident	\$1,100.00 Effective 07/01/2022
Rows C & D (bottom two rows) Non-Resident	\$1,815.00 Effective 07/01/2022
Opening & Closing (Weekdays)	
Resident	\$200.00 Effective 07/01/2022
Non-resident	\$300.00 Effective 07/01/2022
Opening & Closing (Weekends)	
Resident	\$450.00 Effective 07/01/2022
Non-Resident	\$550.00 Effective 07/01/2022
<u>Columbarium Niche</u>	<u>Effective 09/03/2024</u>

	Resident		Non Resident		Resident Companion		Non-Resident Companion	
	DISCOUNT	Pre-Sale	Price	Pre-Sale	DISCOUNT	Pre-Sale	Price	Pre-Sale
Row A Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row B Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row C Value	\$1600	\$1280	\$2000	\$1600	\$3200	\$2560	\$4000	\$3200
Row D Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row E Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row F Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row G Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row H Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row I Premium	\$2240	\$1792	\$2800	\$2240	\$4480	\$3584	\$5600	\$4480
Row J Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row K Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840
Row L Standard	\$1920	\$1536	\$2400	\$1920	\$3840	\$3072	\$4800	\$3840

*Large headstones may require removal through an outside contracting company. The fee amount will be determined by the contractor. Heber City and its employees will not be responsible for damage to headstones during the removal of headstones or the opening of graves.

Cemetery Information

- Niche Urns must be 10/5" x10.5 " or smaller.
- Cremations must be in a plastic, metal, or concrete container.
- No burials may be scheduled Friday - Tuesday of Memorial Day Weekend.
- No Sunday burials, unless there is a cultural or religious reason to do so.
- No double burials are allowed unless one or both are a cremation - only one headstone is allowed.
- Graveside services have a 90 minute time limit, after which an overtime fee will apply.
- All services must be completed by 4:00 pm to allow staff to close the grave.
- Upright headstones are only allowed in specific areas.
- Flat headstones must be flush with the ground, wedge stones are considered upright.
- Only those currently living within the Heber City limits are considered City residents.
- Those living in Wasatch County are considered non-residents, and must pay the non-resident rates.
- Headstone Dimensions:
Single grave - 48"x32" Double stone 96" x 32



Change Order

Heber City Cemetery - 2413

Administration Building, Courtyard, and Columbarium

Change Order No. 1

Date: 08/21/2024
Sent By: Kevin Jardine
kevinj@jardinemalaska.com
Jardine Malaska Const. Services

Respond By:
Sent To: Matt Brower
mbrower@heberut.gov
Heber City Corp

Change Reason: Owner Change

Scope: Not In Scope

Title: Add 2nd Full Scope of Columbarium Back into the Project

Description: After further review by the team, it makes sense to install the 2nd columbarium in full, rather than build the structure only as proposed in early value engineering / cost reduction process. Full scope of both columbarium units will now be included in the project.

Schedule Impact: 0 days

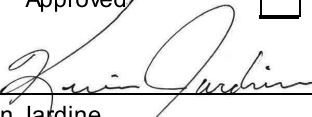
Scope of Work

Item	Quantity	Unit Of Measure	Unit Price	Price Subtotal
Add 2nd Columbarium Unit Back into the Project	1	Each	\$273,000.00	\$273,000.00

Price Subtotal: \$273,000.00
OH&P: \$21,840.00
Total Price: \$294,840.00

Review and Response

☐ Approved ☐ Rejected ☐ Requested Revisions ☐ Other


Kevin Jardine
Jardine Malaska Const. Services

Matt Brower
Heber City Corp



*Rocky Mountain Monument
and Vault*

Heber City Niche Bid

3/13/24

In this bid it includes 54 concrete niches, 4 high x 6 long.

Includes 157 pieces of horizontal and vertical gray trim.

Includes 576 gray single niche fronts with 24 extra single fronts.

Includes 360 gray companion niche fronts with 20 extra companion fronts.

10 extra single fronts with 10 extra companion gray fronts.

Includes H brackets, anchors and hangers.

Includes installation of concrete niches, granite niche fronts and granite trim.

Total niches = 1,296 niches

With a price of \$500.00 per niche

Grand total of \$648,000.00

When awarded bid Rocky Mountain Monument and Vault requires half payment down and other half due at Rocky Mountain completion of niches.

Price could vary due to any changes in size, granite color or drawing and design changes.

Lane Larkin, 801-419-3773, lane@rockymountainvault.com

Jardine Lythgoe Joint Venture

Heber City Cemetery - Admin Building & Columbarium
Cost Savings Recommendations
May 21, 2024

Note: Amounts shown are estimates and are subject to change upon further definition and direction of work scope. Under cost-plus-free agreement, all budget adjustments will be fully transparent and subject to review and approval by Owner.

	Description	Trades	Notes	Estimated Savings Amount	Selections made in City Council Mtg 21May24
1	Replace ICF with Concrete Walls	Delete ICF, Concrete Sub standard Concrete Walls	At Admin Bldg, perimeter walls and columbarium 4' walls	56,600	56,600
2	Replace ICF above Grade Walls with Eng. Wood Framing	Delete ICF, Wood Framing	LSL Eng. Studs with	47,400	47,400
3	Replace Struct masonry at Columbarium to Eng. Wood framing and face brick	Reduce Masonry, Add Wood Framing	Includes alternate sheathing, finishes	15,000	
4	Reduce courtyard steps from 3 to 1	Reduce Concrete, Excavation		12,000	
5	Change Interstate product to modular Brick	Masonry	Standard or King (8" or 10" vs 16")	30,000	
6	Change wood shakes to quality asphalt	Roofer	Presidential Asphalt	30,000	
7	Delete Retention Basin	Excavation Contractor	Basin, Sump, Contech box	41,392	41,392
8	Delete Asphalt Pavement	Paving Contractor	gravel lot only	35,000	
9	Delete Parking Lot	Grading / Paving Credits	Possibly increase drop off zone	132,500	132,500
10	Reduce Columbarium Units to 1 side	Larkin	Install 1 side now, balance when needed	273,000	273,000
11	Reduce Columbarium Units to 4 sections	Larkin	Order 4 sections only, color variation?		
12	Reduced OH&P	Jardine Lythgoe	Based on 11.9% contract reduction	52,951	52,951
				TOTAL	603,843
Original Bid4,645,300 Revised Price with Selected Savings4,041,457					

HEBER VALLEY RAILROAD

Overview & Update To the Heber City Council

September 3, 2024

Mark Nelson, Executive Director



Great Experiences Await

HEBER VALLEY RAILROAD

- Who we are.
- Where we are.
- Where we are going.
- What we need to get there.



Great Experiences Await

HEBER VALLEY RAILROAD

Who we are:

The Heber Valley Historic Railroad Authority (Heber Valley Railroad) was established in 1992 by the Utah State Legislature. We are an “independent agency” of the State of Utah. In essence we operate like a private company but are owned by the State of Utah.



Great Experiences Await

HEBER VALLEY RAILROAD

Who we are:

We have 8 full time employees

And 70 part-time (now)

With 170 part-time employees in Nov-Dec.



Great Experiences Await

BOARD OF DIRECTORS

- Steve Farrell – Wasatch County Council – Chair
- Celeste Johnson – Mayor Midway
- Heidi Franco – Mayor Heber City
- Dallin Koecher – Wasatch Co. Tourism/Econ Dev
- Lauri Backus – Utah State Parks
- Richard Nielsen – Utah County Parks
- Rob Clayton –UDOT Region 3 Director
- Tom Jacobson – At large



Great Experiences Await

HEBER VALLEY RAILROAD

Where we are.

We operate on 15.5 miles of track jointly leased from UDOT and Utah State Parks.

We operate year-round and provide scenic daytime rides, special event trains, and other great experiences.

Last year we ran 545 trains and carried 135K passengers.

We have been growing and profitable for the past 10 years.

We have two steam locomotives (neither in service right now), 5 diesel locomotives and 13 passenger cars (in service), with 4 more soon to go into service.



Great Experiences Await

HEBER VALLEY RAILROAD

Where we are going.

Trails and Right-of-Way

Buildings and Infrastructure

Depot platform extension, turntable

Shop extension

Future new depot? (with County and Heber City?)

Commissary



Great Experiences Await

PROVO RIVER PARKWAY & TRAILS

- Provo Parkway project – on hold due to litigation
 - Vivian Park to Horseshoe bend – tracks removed
- SOHO to HVR Depot trail segment – underway
- Dam to SOHO segment
 - Paving. Separate Equestrian
- Discussing with Utah County expanded service at Vivian Park – including a turntable
- Planned whistle stop/trailhead at 113 with Midway City.
- Possible track spur to Soldier Hollow Day Lodge



Great Experiences Await

HEBER VALLEY RAILROAD

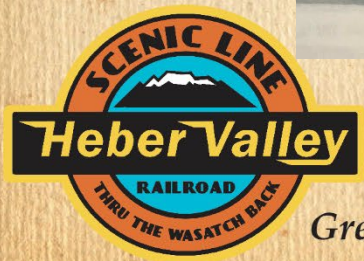
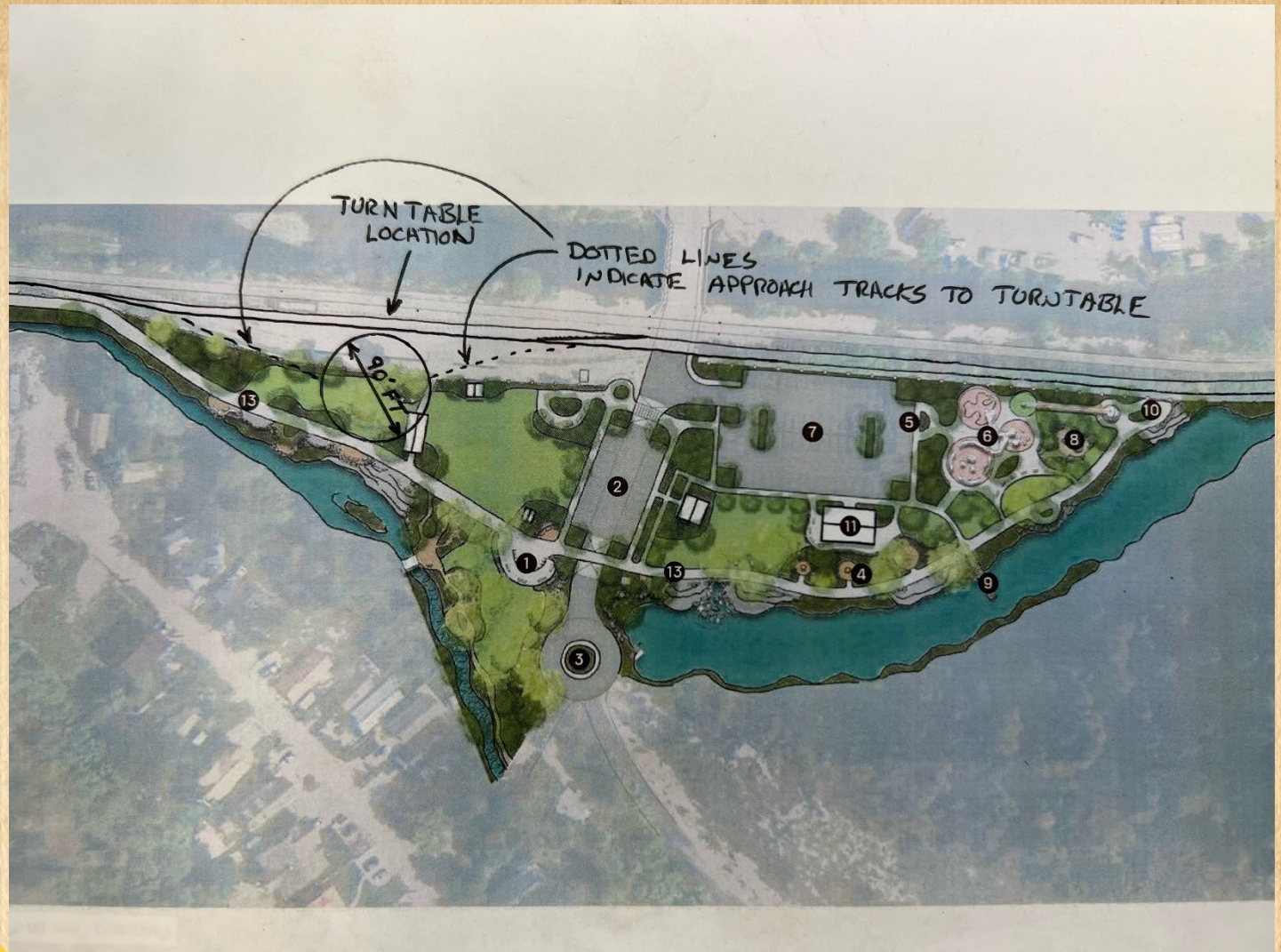
Where we are going.

Visualize our right-of-way with the following available:

- Year-round tracks and service Heber to Vivian Park
- Turntables at both ends – with the 618-steam locomotive
- A paved trail the length of our right-of-way, with planned stops at Vivian Park, Deer Creek Dam, Soldier Hollow, Depot. Carrying people and bicycles
- Dinner Train service
- Two train service -Capacity for two North Pole Express Trains (one originating from Vivian Park)



Great Experiences Await



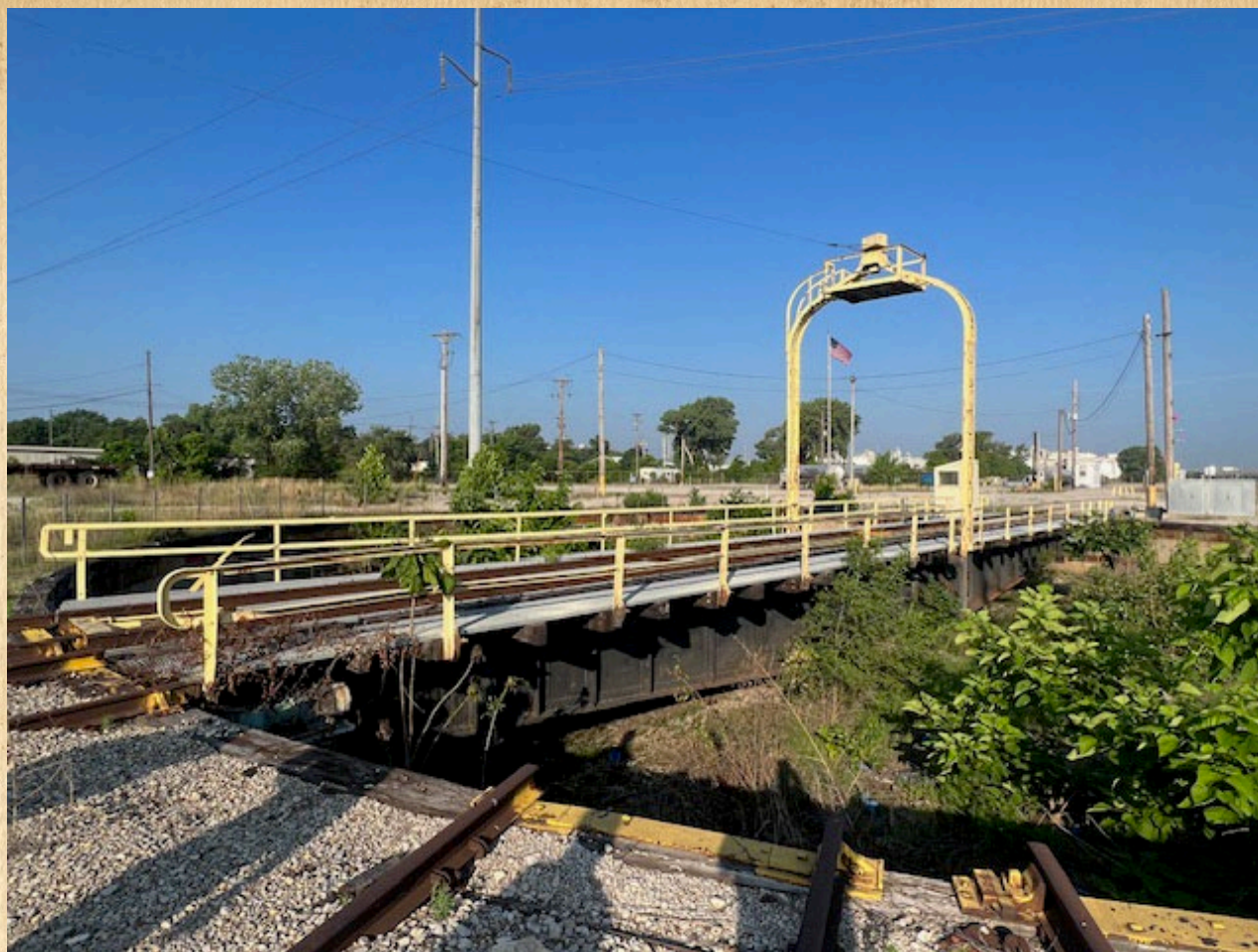
Great Experiences Await



Great Experiences Await



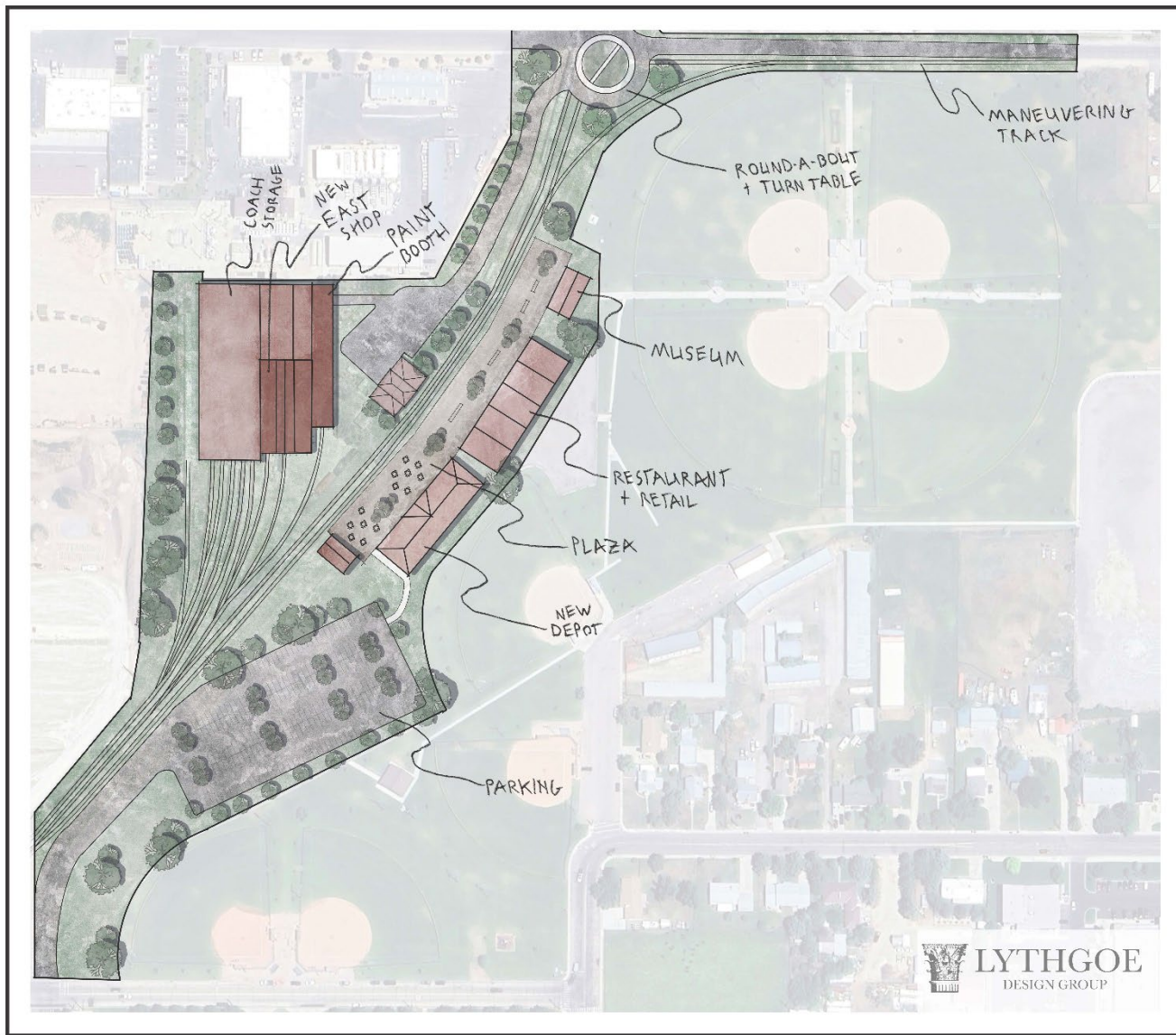
Great Experiences Await



Great Experiences Await



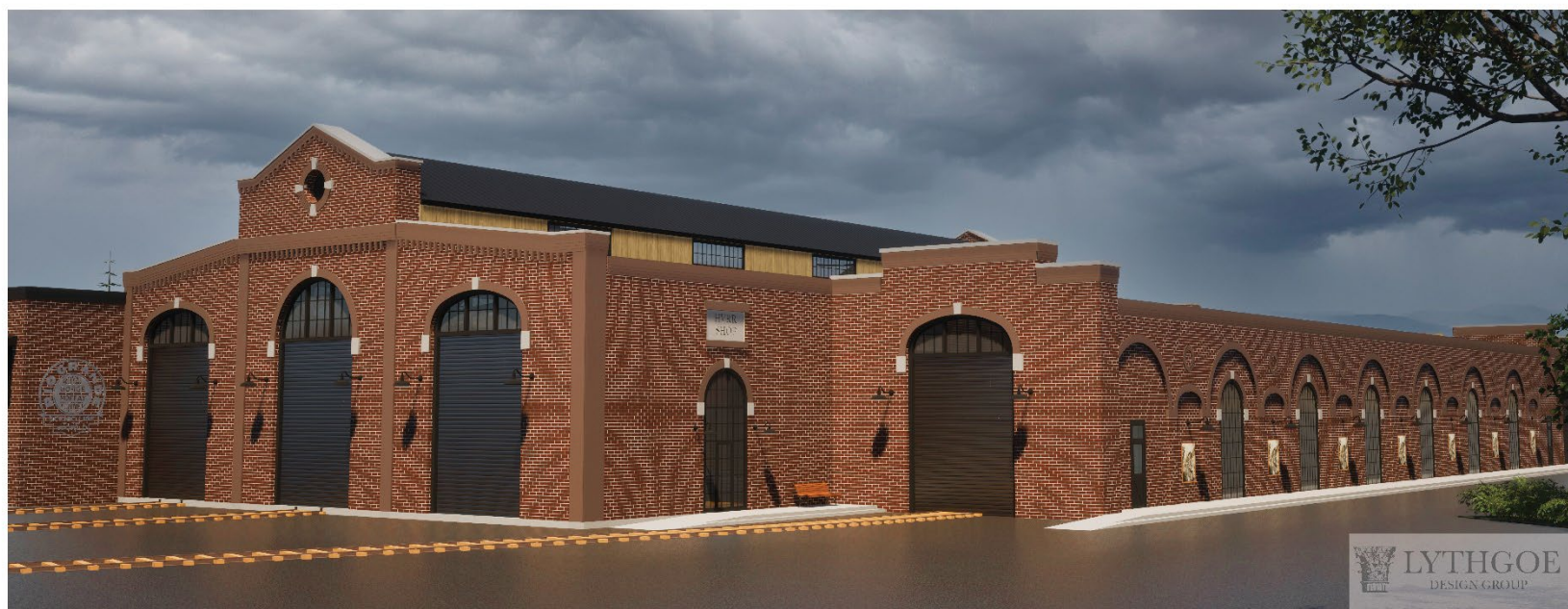
Great Experiences Await



LYTHGOE
DESIGN GROUP



Great Experiences Await



Great Experiences Await

Soldier Hollow Spur

Concept

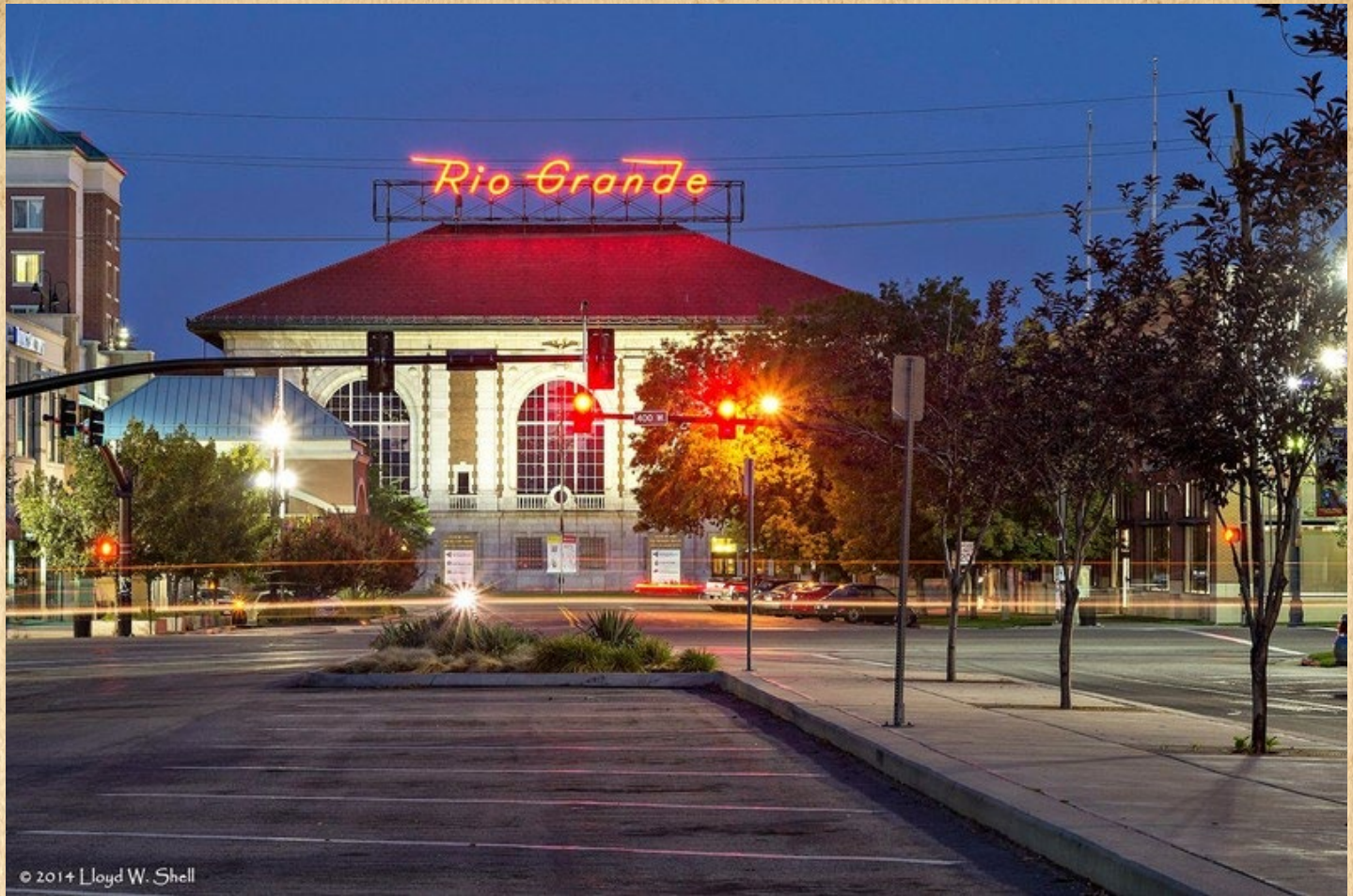


FUTURE PLANNED PROJECTS

- Shop extension - \$2-3M - tbd
- New tracks - Horseshoe bend upriver - \$1.5M (2025)
- Vivian Park platform - \$500K (2025)
- Vivian Park Turntable - \$1M+ (2025-2026)
- 113 Whistle Stop (Midway trail head) - \$1M
- Depot renovation/new pavilion - tbd
 - (or new depot)
- Heber depot Turntable - \$1.5M - tbd
- Commissary/dinner train launch - \$2M - tbd



Great Experiences Await



Great Experiences Await



Great Experiences Await



Great Experiences Await



1 INSTALL, REFURBISHED LETTERS
SCALE: 1/8" = 1' 0"

SCOPE OF WORK:
RESTORE & INSTALL ONE (1) SET INTERNALLY BLD ILLUMINATED LETTERS:

PERMITTING:

FINAL ELECTRICAL CONNECTION BY: NOT INCLUDED

NOTE:
FIELD SURVEY REQUIRED PRIOR TO FABRICATION.

The customer will sand blast, remove neon and deliver letters to YESCO. We will repair sheet metal, paint and retrofit with flexible LED illumination. Yesco to engineer for the structure, the customer will build and install the structure and Yesco will install the letters and hook up the electrical.

The customer would like an option to make the letters chase and blink.

The letters will be placed on top of the roof at the front edge, centered side to side about 4' above the roof. Structure to be determined by engineering.



DESIGN
1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.467.8481

www.yesco.com
© 2017 YESCO LLC. All right reserved.

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or reuse this drawing can only be obtained through a written agreement with YESCO.

The colors shown are only approximated on any computer monitor, tablet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 608 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.

Revisions

No.	Date / Description
1	06/01/2020
2	
3	
4	
5	
6	
7	
8	
9	
10	

Approval

AP Sign / Date

Client Sign / Date

Landlord Sign / Date

Rio Grande Ltr. Restor.

Hobor Valley Railroad
450 S 8th W
Hobor City UT 84032-2244

Arch. Draw: Dan Davis

Designer: Cheryl Lewis

Orig: 5-13-2020

OP# 32292 RO

JO RUDOLPH

scale: as noted

ART 1.0

EXISTING VIEW



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE

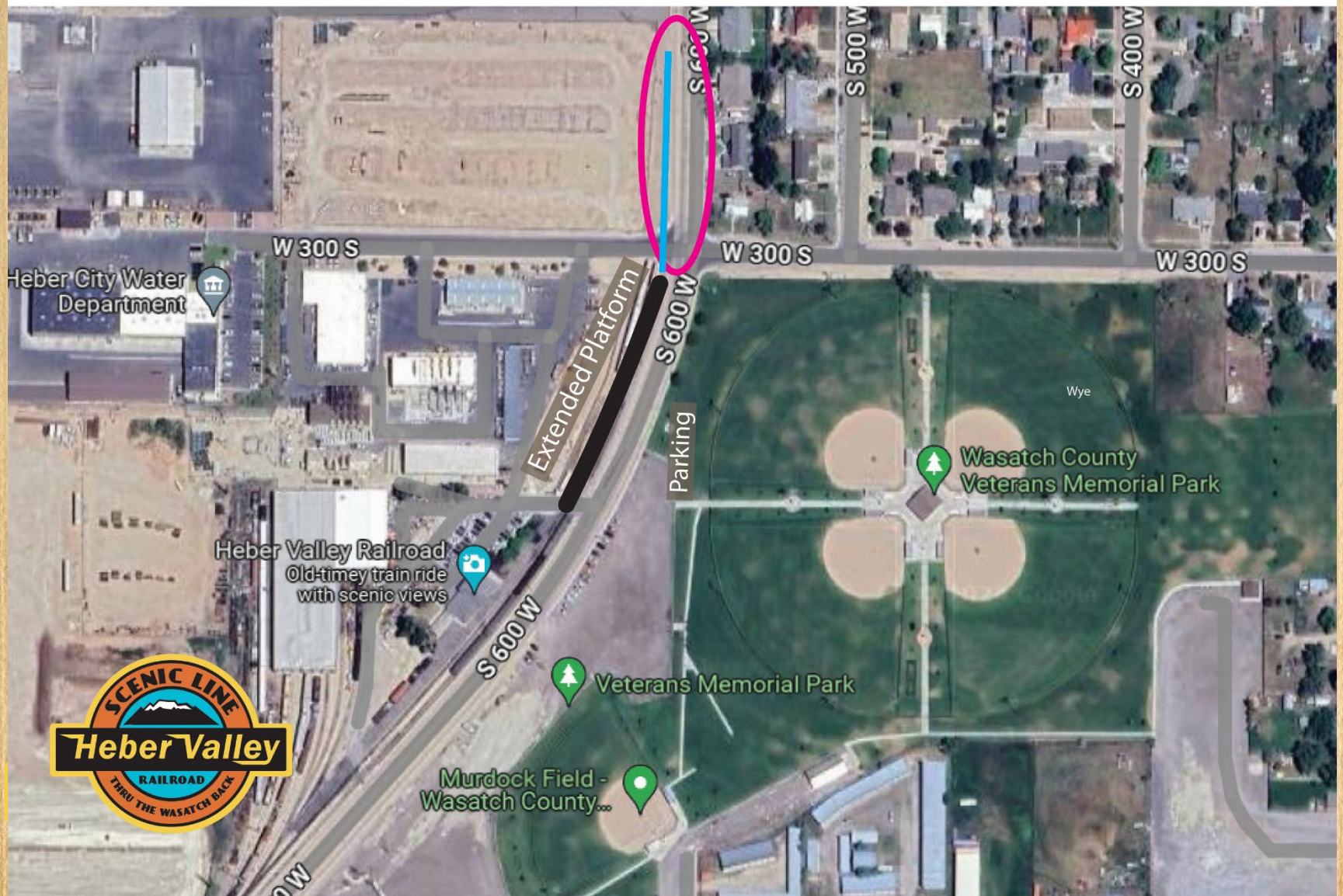


This design does not constitute production ready artwork and is to be used exclusively for proofing and review purposes only.



Great Experiences Await

HVR Platform Extension



ASKS TO DISCUSS

Conditional Use for Rio Grande historic sign

Extension of track along 600 West – 300S to 200S in old railroad right-of-way



Great Experiences Await

HEBER CITY'S PARTNERSHIP

- 600 West
 - Arts & Recreation District
 - Future closure/redevelopment ?
- Village – gathering place
 - Old depot(s)
 - Old western village
 - 100 S & 600 West properties
- Quiet zone crossings



Great Experiences Await

We have lots to work together on!

Questions?

Thank you



Great Experiences Await



Monthly Development Report

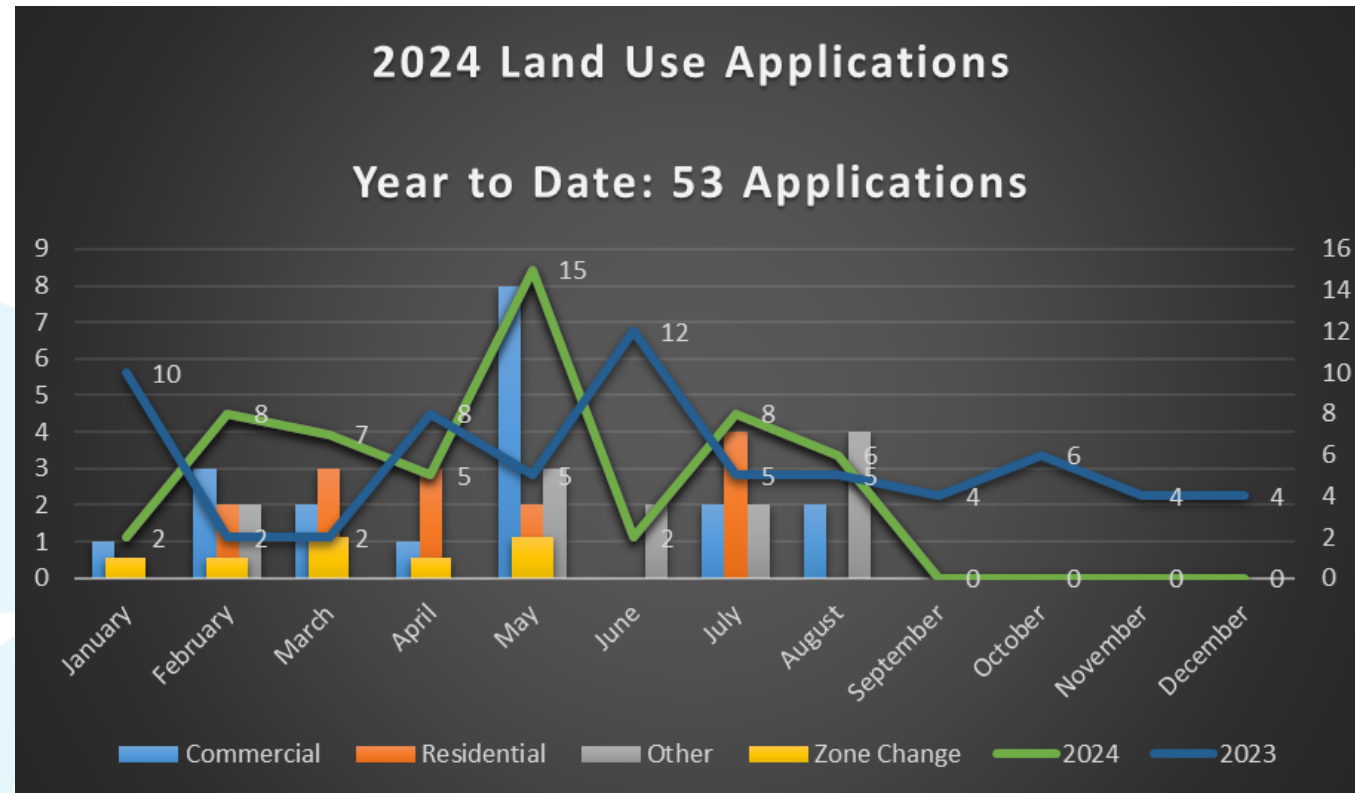
September 2024

Date: 9/3/24

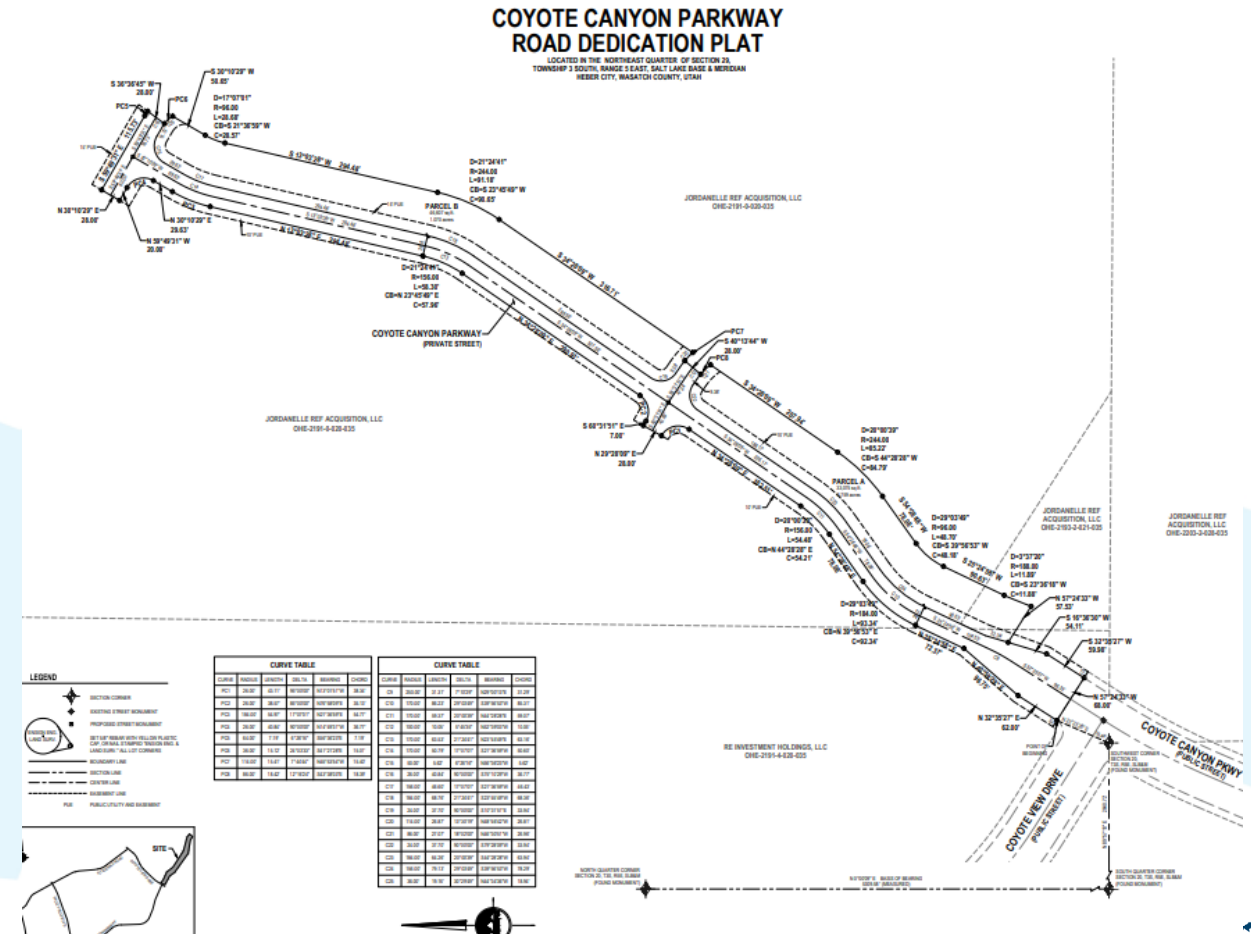
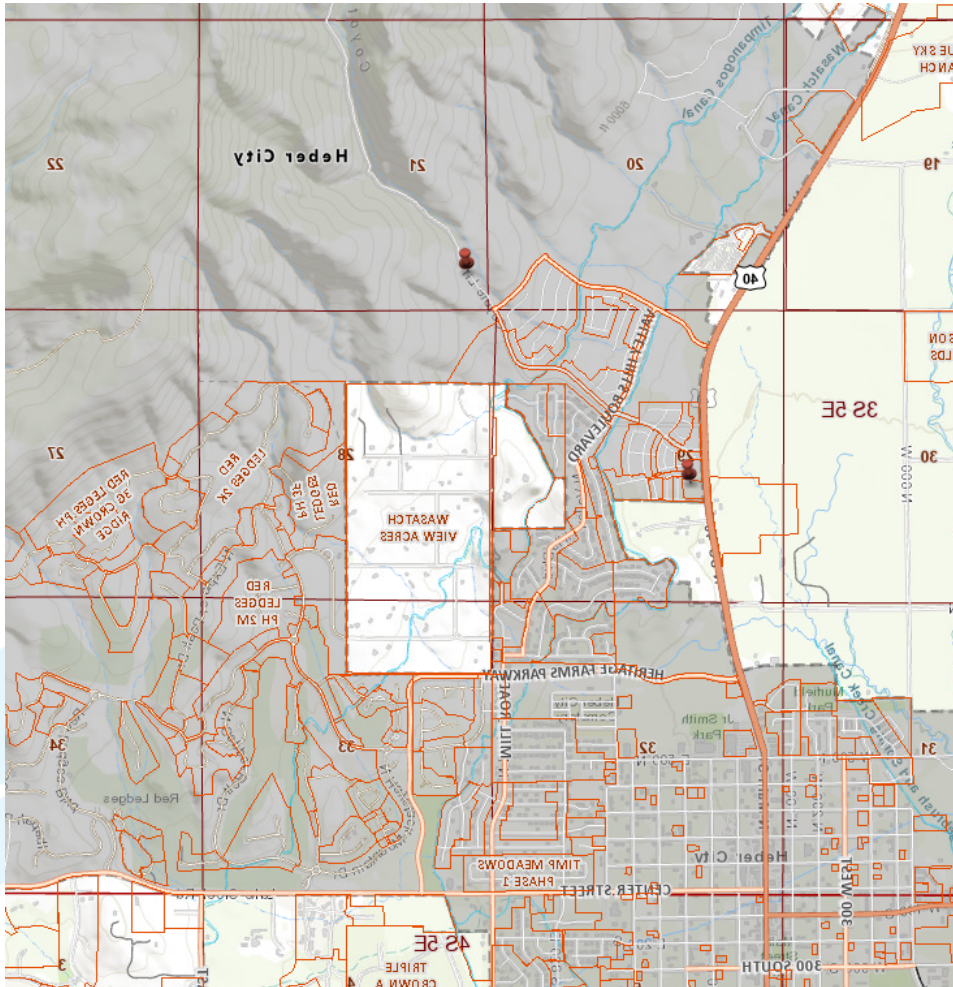
New Applications

- Concept – 1
- Site Plan/Amendments – 2
- Subdivision Concept – 1
- Preliminary Plat – 2
- Final Plat – 2
- Zone Change/MDA – 4
- Other (Plat Amendments, Lot Line Adjustments, etc.) – 1

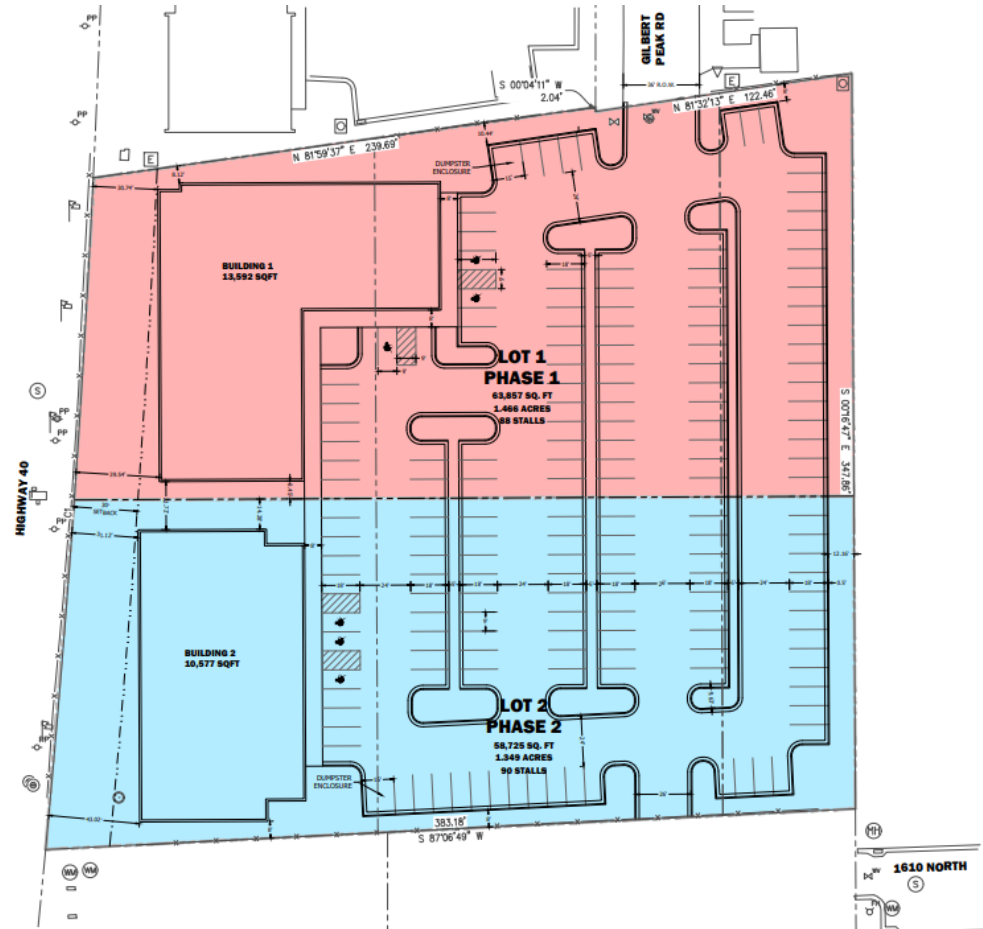
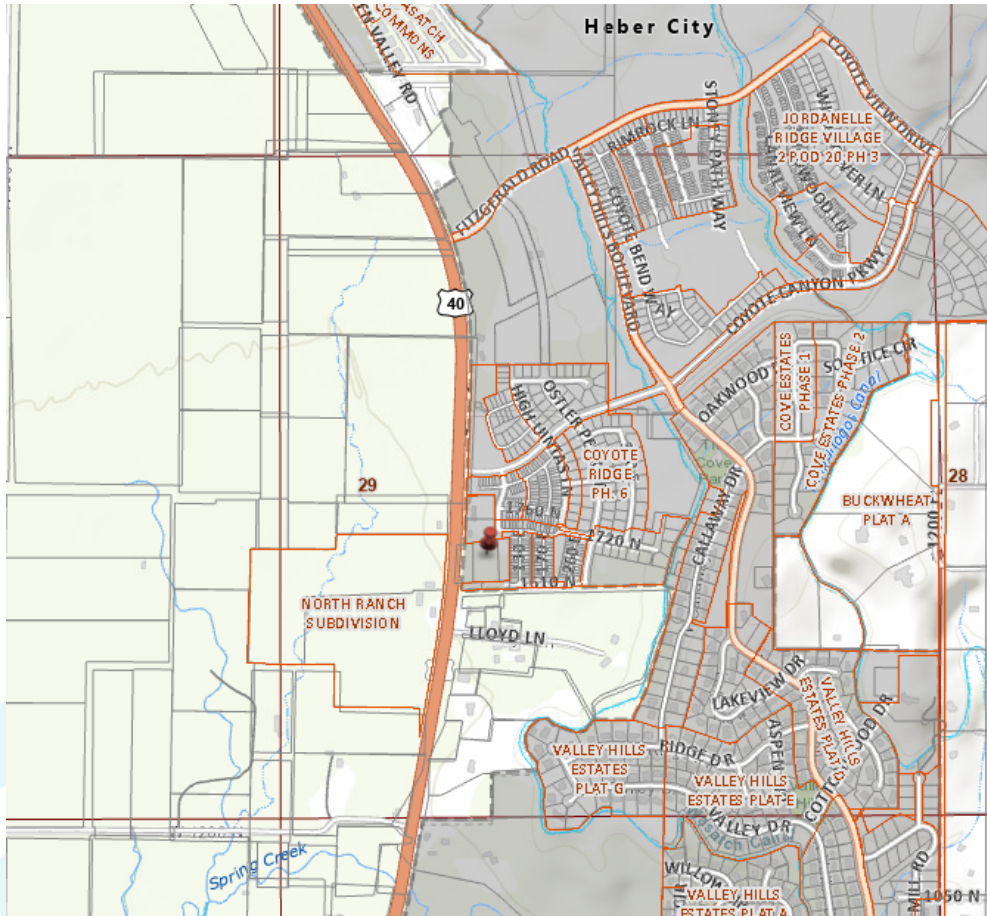
Applications Year to Date			
2024	2023	2022	2021
53	49	52	70



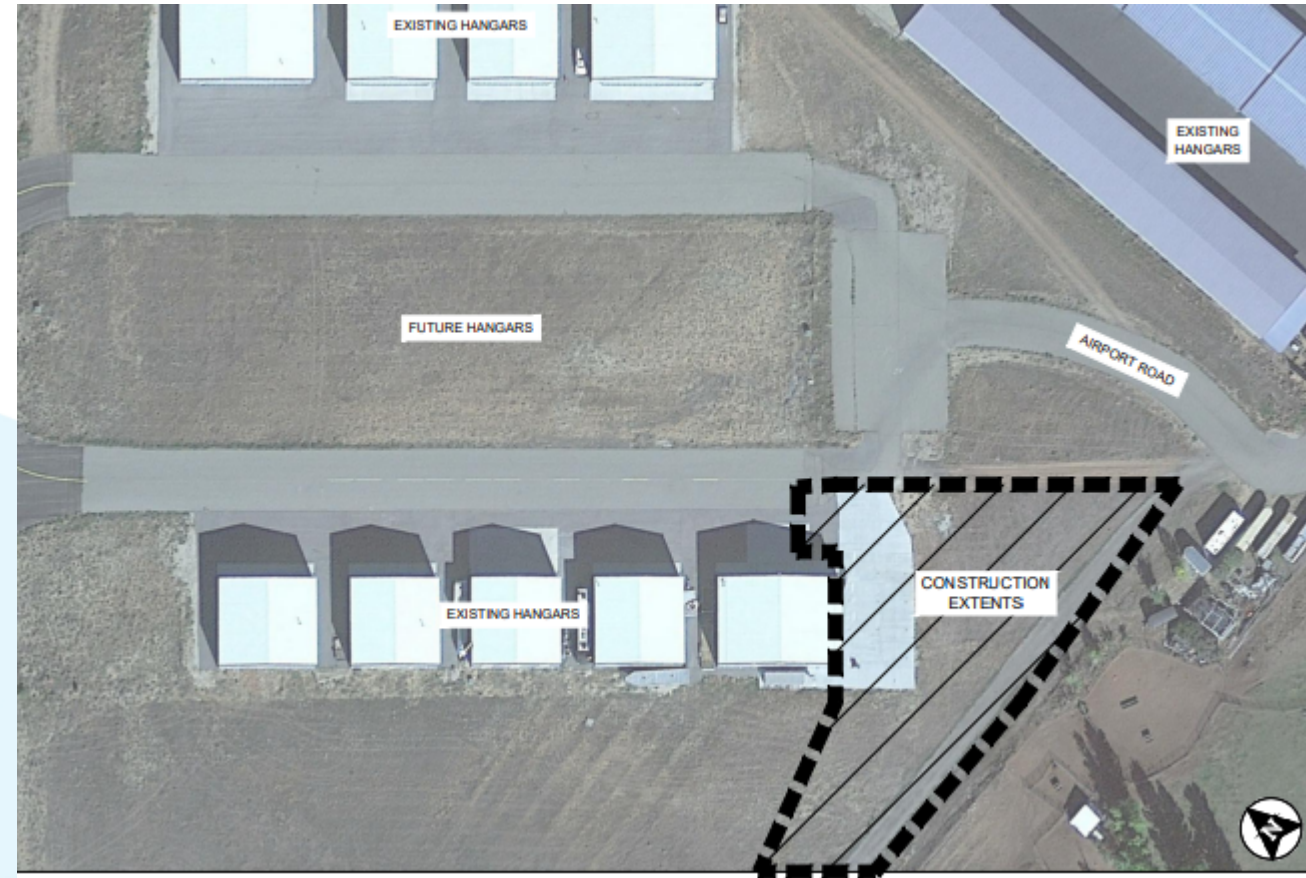
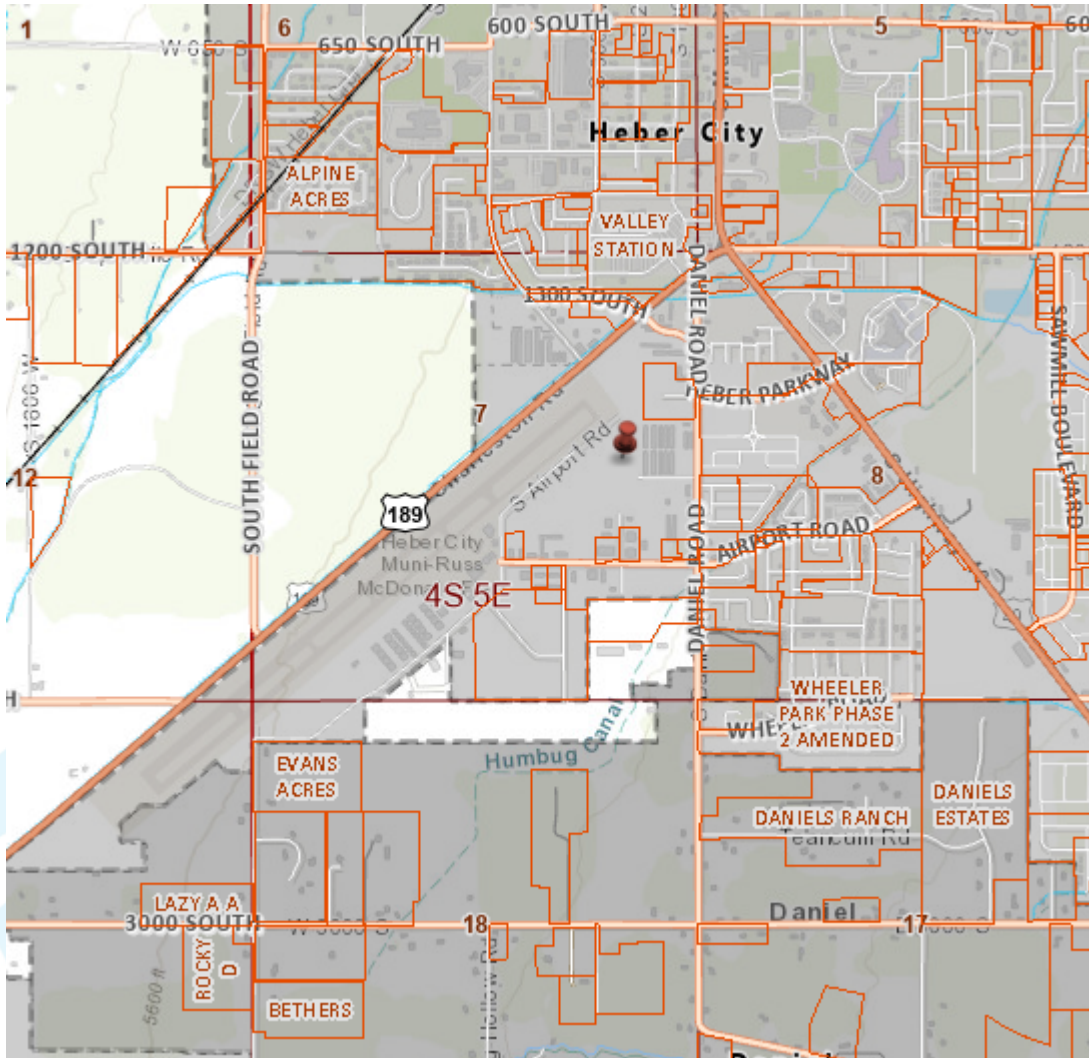
Road Dedication – JR V2 Phase 3B



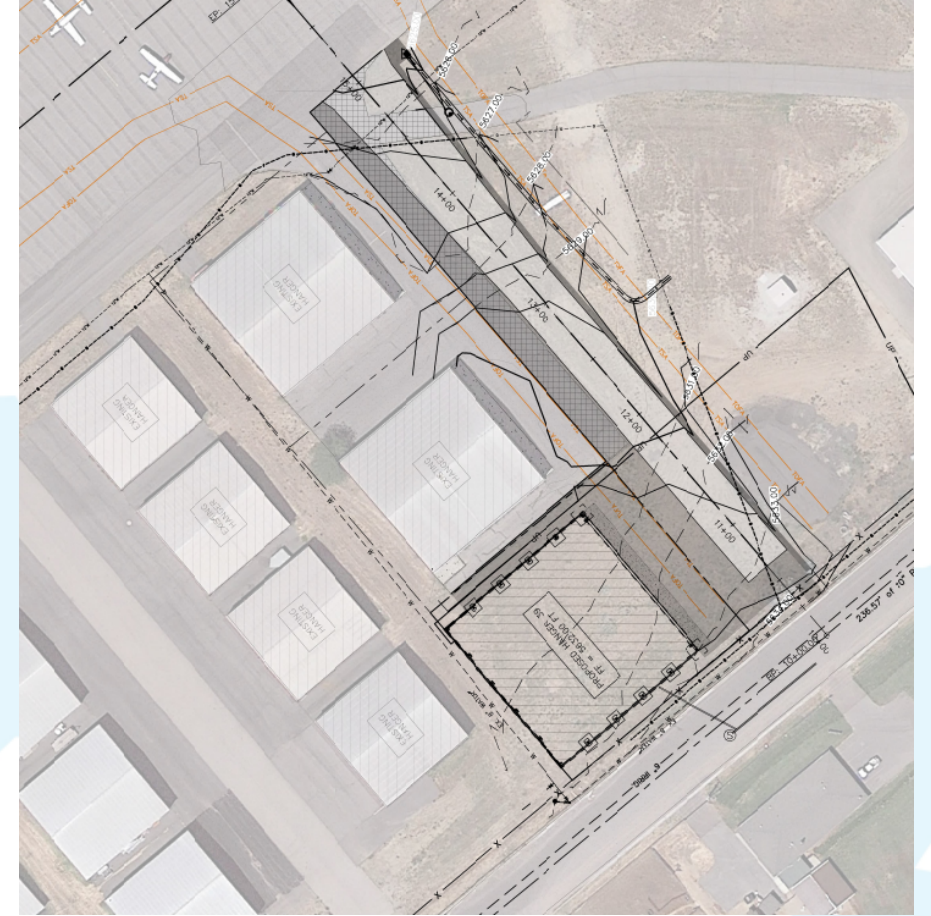
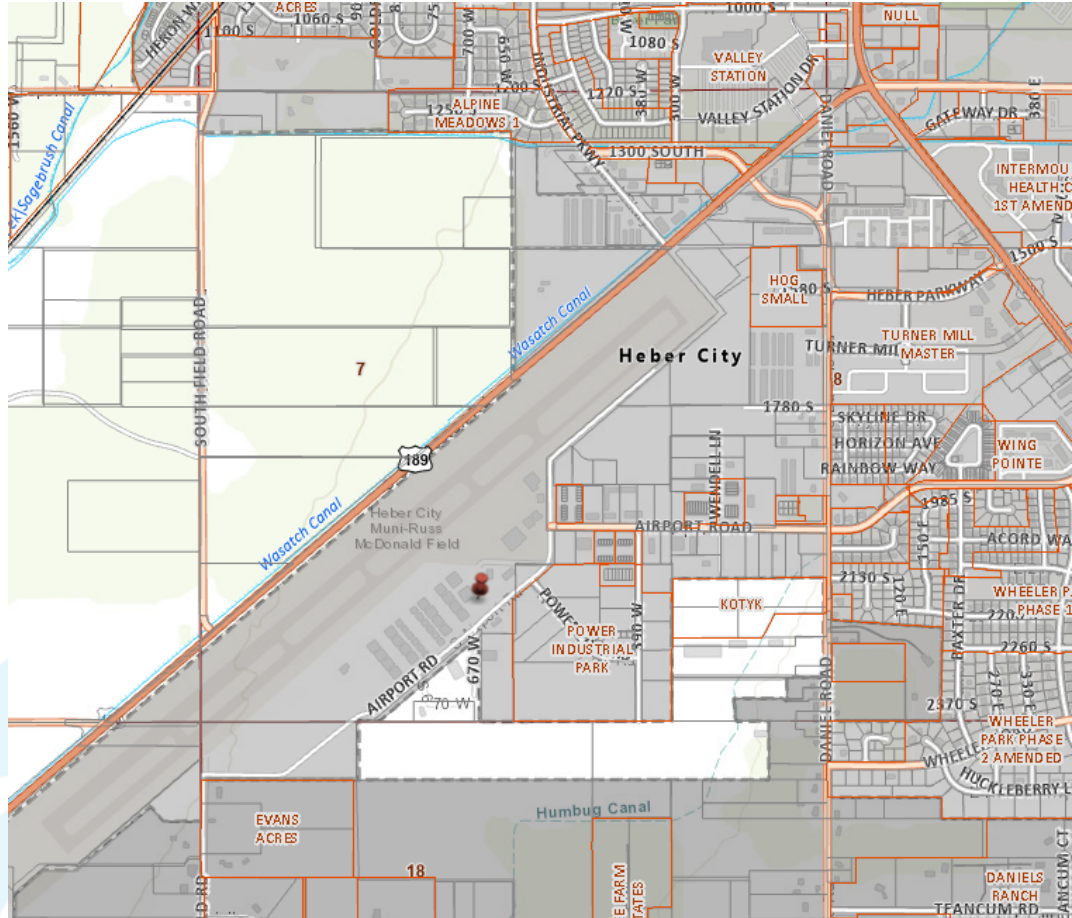
Commercial Concept – Heber MOB



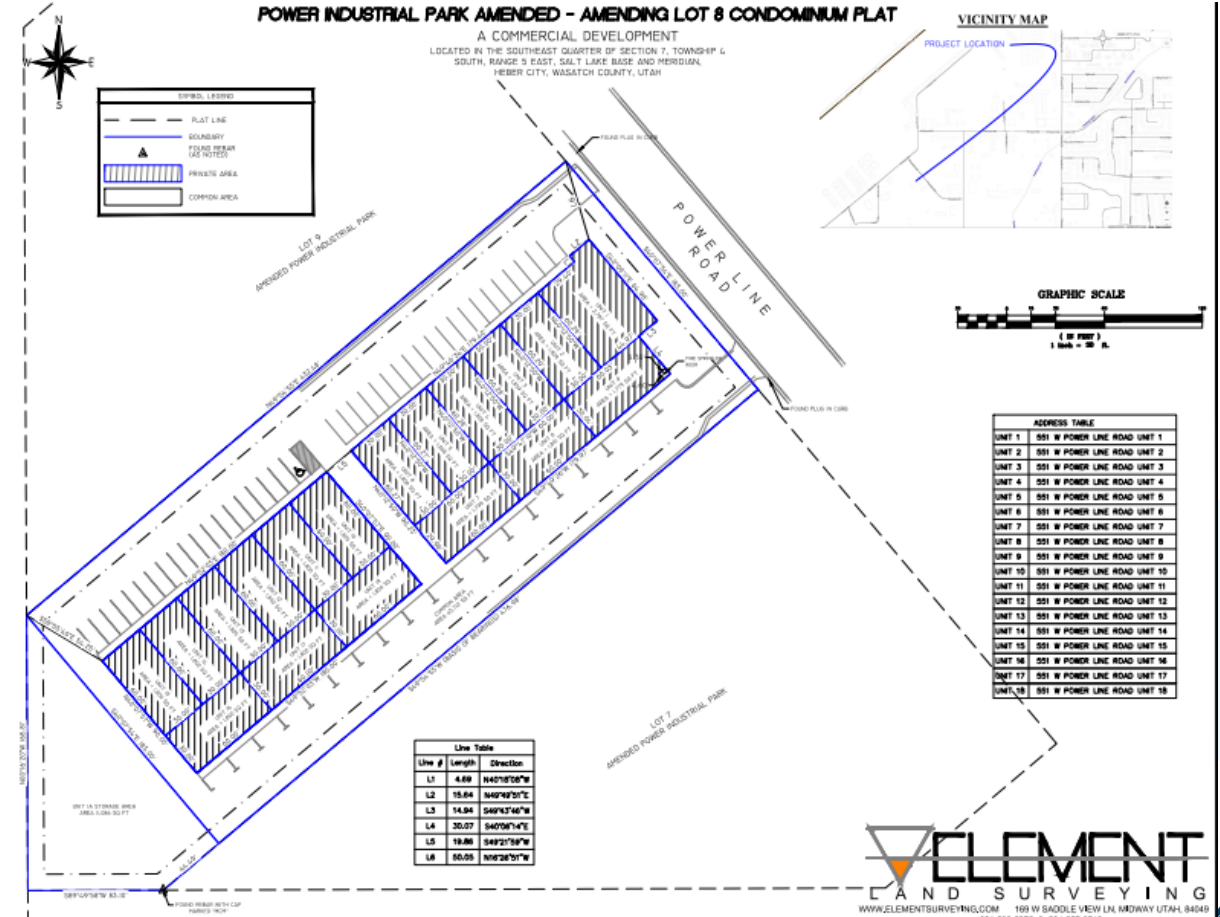
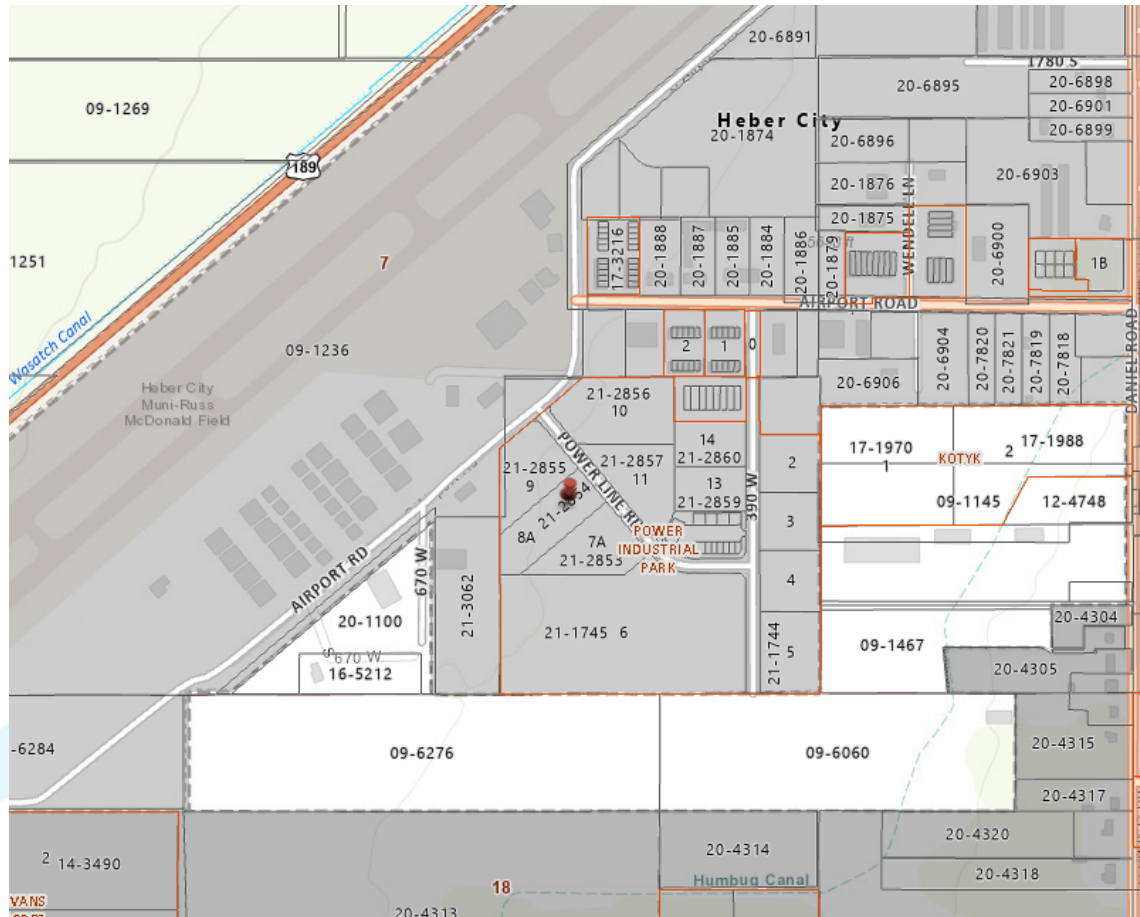
Site Plan – Edgewood Hangar



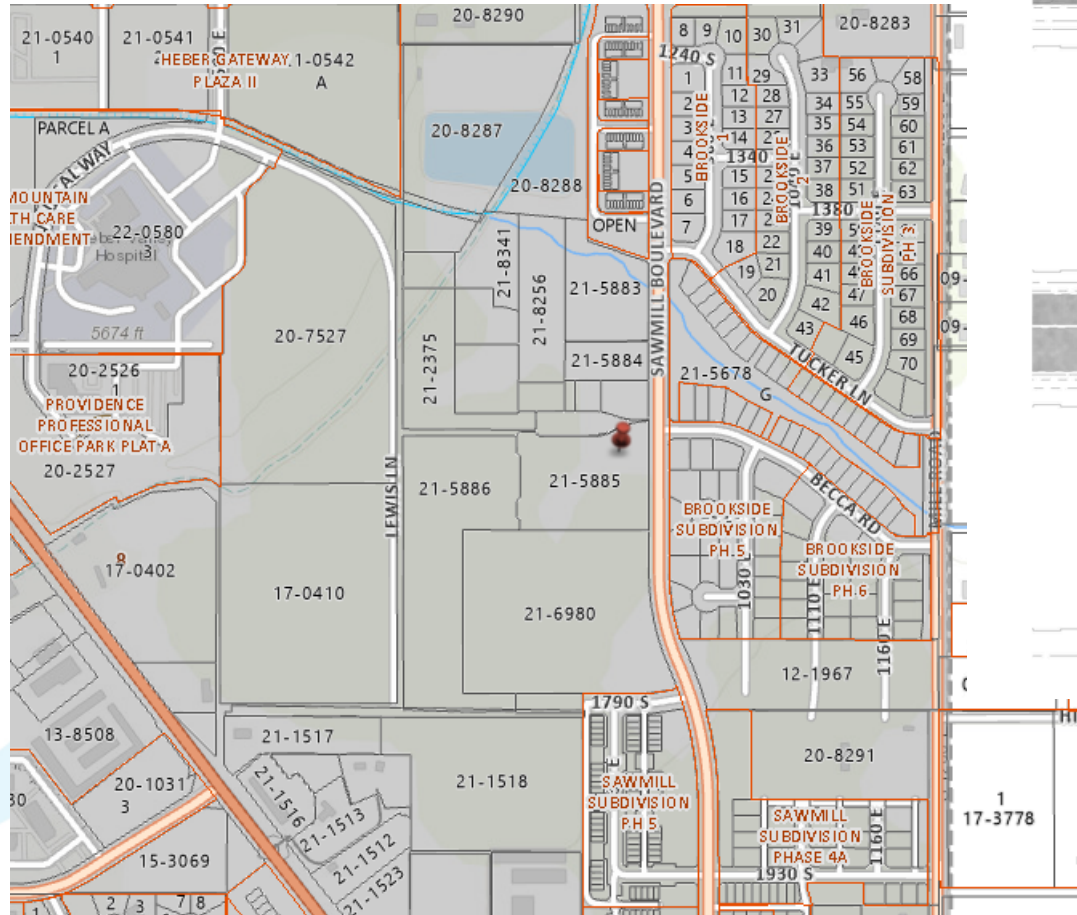
Site Plan – Hangar #39



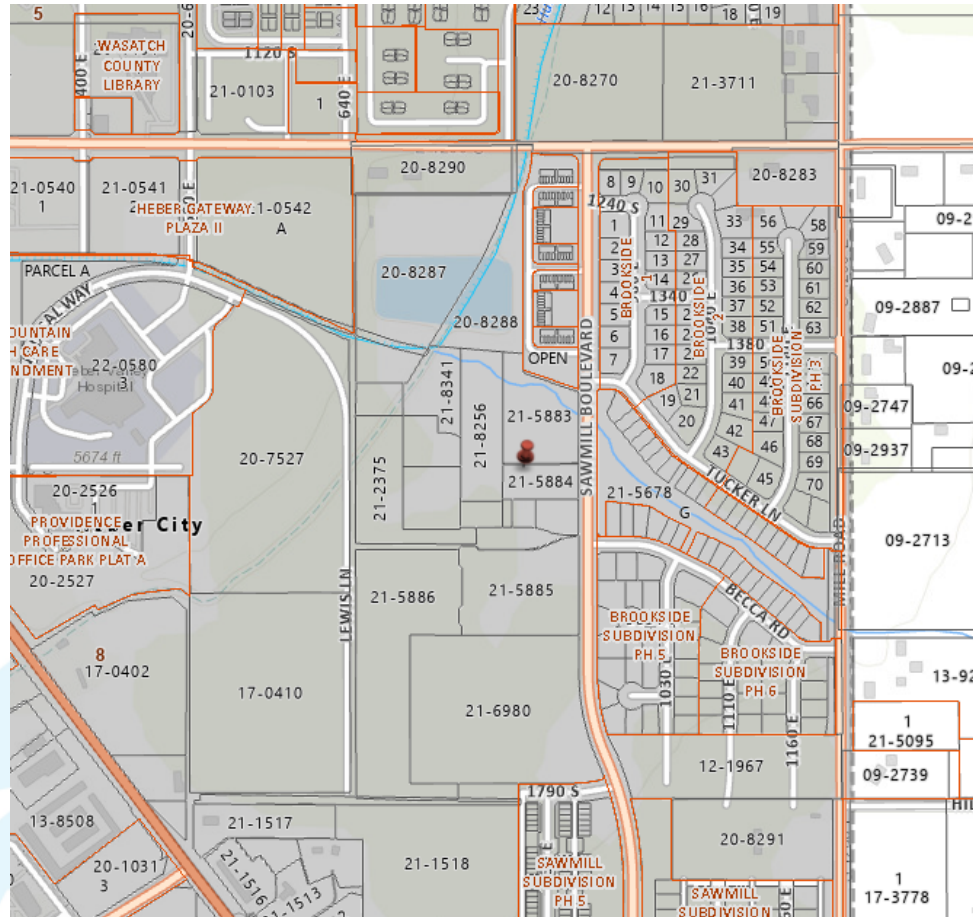
Commercial Condos – Lot 8 Power Industrial Park



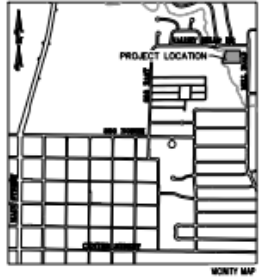
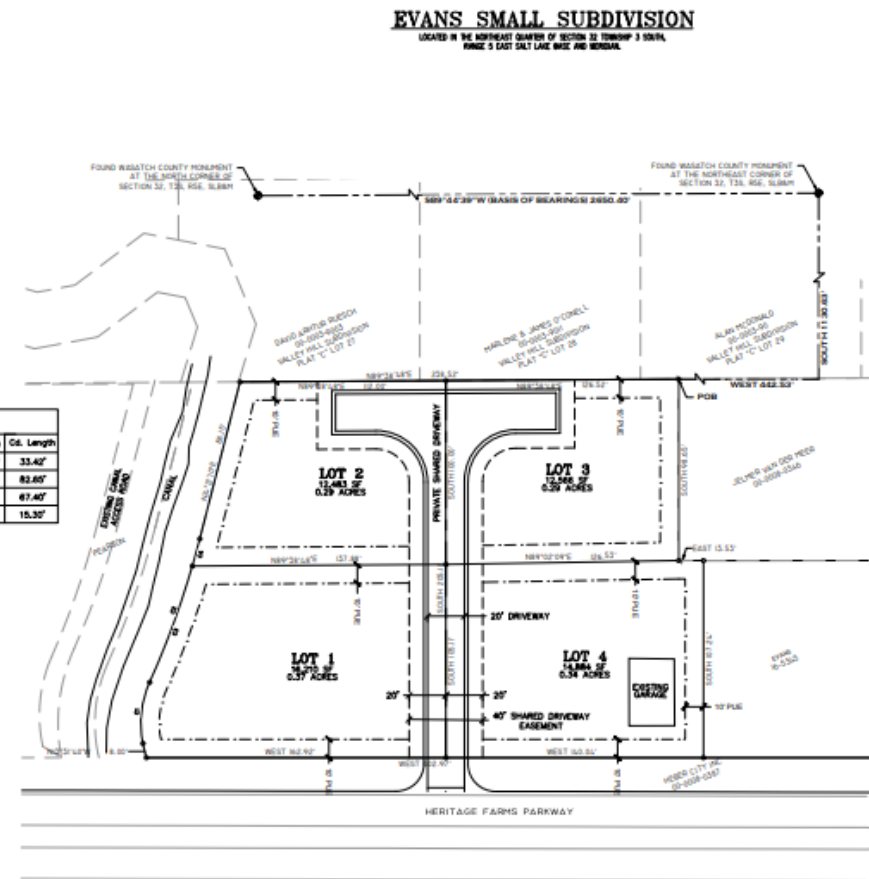
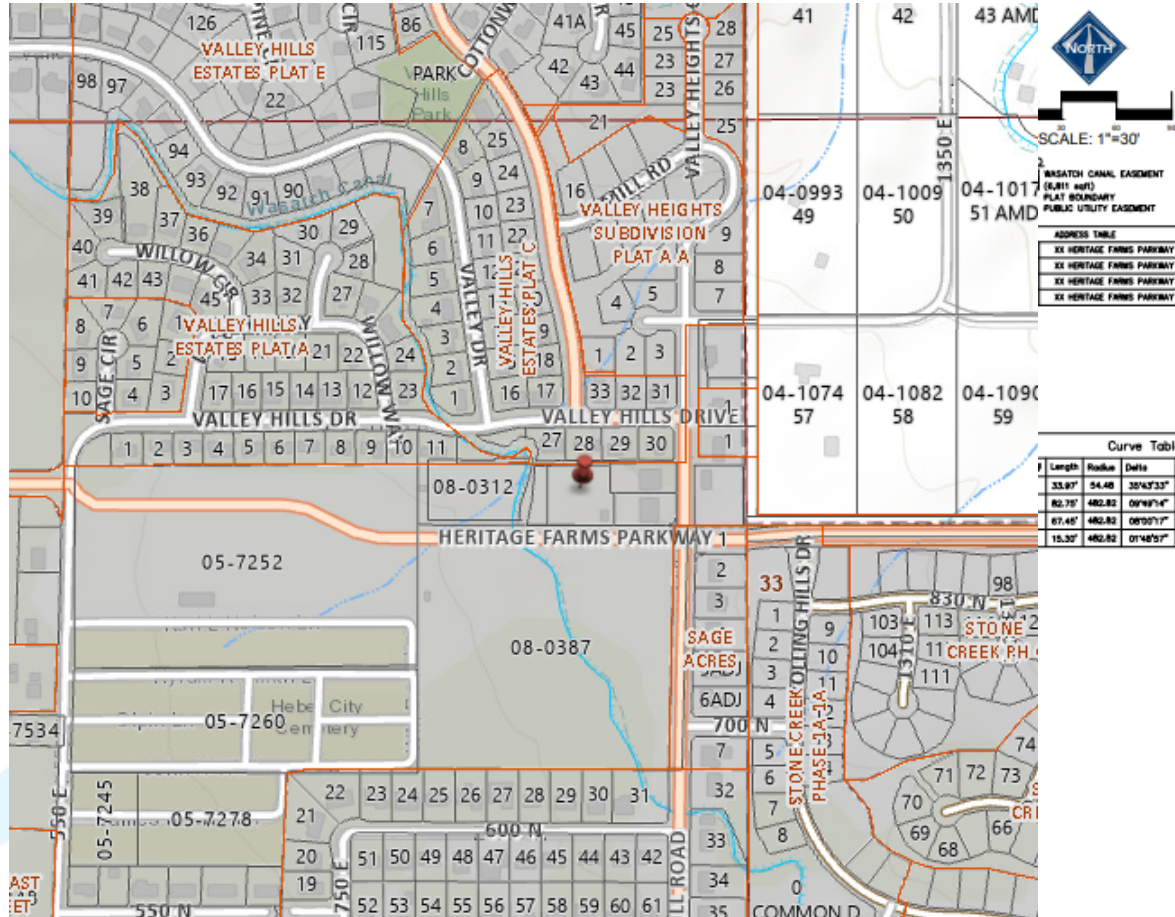
Final Plat – Sawmill Phase 8



Final Plat – Sawmill Phase 9



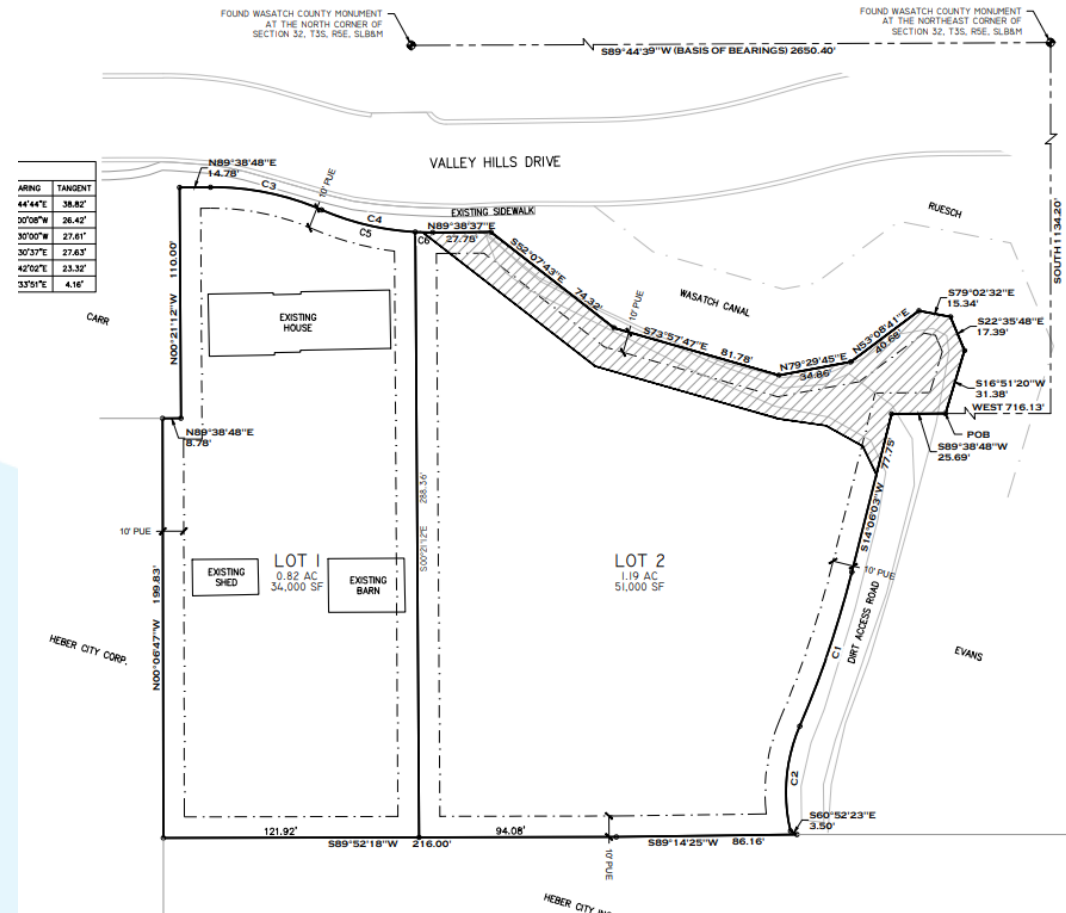
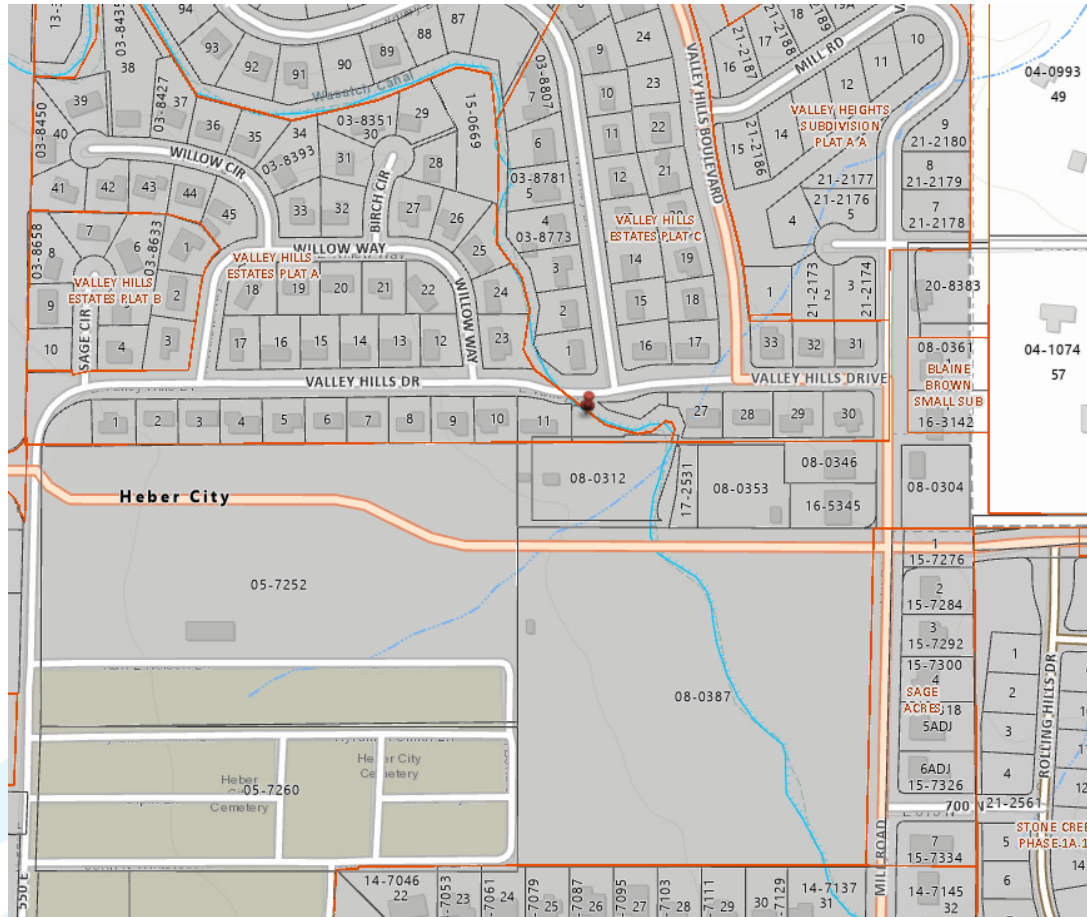
Small Subdivision – Evans Subdivision



STANDARD PLAT NOTES

- [illegible]

Plat Amendment – Pearson/Valley Hills



Honorable Mentions

- Turner Mill Commercial Subdivision Concept
- Wellburg Annexation
- Harvest Village MDA
- North Village Views



Heber City Council Staff Report

MEETING DATE: 9/3/2024

SUBJECT: Resolution 2024-10 authorizing the Issuance and Sale of not more than \$4,000,000 Aggregate Principal amount of Water Revenue Bonds, Series 2024; and Related Matters

RESPONSIBLE: Marcus Keller

DEPARTMENT: Engineering

STRATEGIC RELEVANCE:

SUMMARY

Heber City is being asked to consider a parameters resolution related to Water Revenue Bonds to help with the completion of the Central Heber Project Phase 1C. It is projected that the City will need approximately \$3,567,000 of additional funding to complete the water utility portion of this project. The has received authorization in the August meeting from the Board of Water Resources "BWR" for an 85% Loan/Bond and 15% applicant in kind contribution to finance the project. The suggested terms of the loan/bond from BWR are \$3,032,000 @ 0% interest over 25 years. These terms are finalized in a committal of funds meeting in October. The parameters resolution would designate the Mayor and City Manager the authority to move forward with bonding within the maximum parameters set below:

Par Amount - \$4,000,000

Term – 32 years

Discount – 98%

Interest Rate – 6 %

These parameters are set to give the City flexibility in case CIB or other subsidized funding mechanisms are not available. It is projected that the City would be able to cover future debt service at approximately 1.5X coverage.

RECOMMENDATION

Staff would recommend approving the Parameters Resolution.

BACKGROUND

In 2022 the City issued \$14,500,000 of Water Revenue Bonds for the Central Heber City Project. Due to inflation and the rise in construction costs the City needs approximately \$3,567,000 of additional money to finish the Phase 1C of the project. The City has done initial steps of securing subsidized funding by coordinating with the Board of Water Resources for the financing of the Water Revenue Bonds. The BWR staff has a proposed a 0% over 25 years, which is extremely good in today's interest rate environment. They will also be required to bring cash or in kind contributions to close on the water bonds.

Agency	Cost Sharing	% of Total
Board of Water Resources	\$3,032,000	85%
Applicant	535,000	15
TOTAL	\$3,567,000	100%

DISCUSSION

The financing terms from BWR are very good and will save the City over \$2,000,000 of interest expense over 25 years.

FISCAL IMPACT

Based on the Historical and Projected Coverage the City is legally able to issue the bonds.

CONCLUSION

It is important the City finish their current plans for Phase 1, because any delays may have significant costs to construction pricing and bids.

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 Water Parameters Resolution as presented

Alternative 2 - Approve as Amended

I move to **approve** the Water Parameters Resolution as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Water Parameters Resolution 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 Water Parameters Resolution with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Updated Water Coverage Table
2. Redline - Parameters Resolution (super) - Heber Water Revenue 2024
3. Bond Purchase Agreement
4. Second Supplemental Indenture - Heber Water Revenue Bonds 2024

Heber City, Utah

Water Revenue Bonds Coverage

As of: June 25, 2024

Water Fund						Projected*					
Rate Increase %						12%					
Fiscal Year Ended June 30						12%					
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
						12%	12%	12%	12%	12%	10%
						3%	3%	3%	3%	3%	3%
Operating Income											
Charges for sales and service	2,055,749	2,271,956	2,457,861	2,487,215	2,695,290	2,693,658	3,016,897	3,378,924	3,784,395	4,238,523	4,662,375
Interfund services provided	-	-	-	-	8,452	-	10,000	10,000	10,000	10,000	10,000
Connection fees	25,489	30,376	87,305	99,588	123,249	66,832	100,000	100,000	100,000	100,000	100,000
Miscellaneous income	-	-	-	-	-	-	-	-	-	-	-
Total Operating Revenues	2,081,238	2,302,332	2,545,166	2,586,803	2,826,991	2,760,490	3,126,897	3,488,924	3,894,395	4,348,523	4,772,375
Operating Expenses											
Personnel services	1,145,952	980,023	1,177,194	935,106	1,258,571	1,829,691	1,884,582	1,941,119	1,999,353	2,059,333	2,121,113
Utilities	159,701	169,885	157,691	158,515	158,088	115,826	119,301	122,880	126,566	130,363	134,274
Repair and maintenance	129,579	196,234	177,824	213,246	181,163	-	-	-	-	-	-
Other supplies and expenses	183,056	203,696	150,776	280,735	293,531	-	-	-	-	-	-
Insurance expense	33,515	35,886	31,828	33,621	39,513	39,670	40,860	42,086	43,348	44,649	45,988
Depreciation expense	789,256	849,948	927,925	995,336	1,042,247	1,200,000	1,236,000	1,273,080	1,311,272	1,350,611	1,391,129
Total Operating Expenses	2,441,059	2,435,672	2,623,238	2,616,559	2,973,113	3,185,187	3,280,742	3,379,165	3,480,539	3,584,956	3,692,504
Operating Income	(359,821)	(133,340)	(78,072)	(29,756)	(146,122)	(424,697)	(153,846)	109,760	413,856	763,567	1,079,871
Nonoperating Revenues / Expenses											
Intergovernmental revenue	-	-	-	-	-	-	-	-	-	-	-
Impact Fees	358,473	249,399	725,602	1,131,049	1,133,388	721,983	750,000	750,000	750,000	750,000	750,000
Sale of fixed assets	44,480	18,119	(81,773)	25,978	11,975	5,000	5,000	5,000	5,000	5,000	5,000
Interest income	106,408	74,525	18,022	36,657	373,597	318,281	300,000	300,000	300,000	300,000	300,000
Interest on long-term debt	(9,957)	(17,763)	(14,700)	(99,805)	(409,896)	(377,237)	(494,053)	(522,361)	(510,894)	(498,578)	(485,375)
Change in joint venture equity	-	-	-	-	-	-	-	-	-	-	-
Total Non-operating Income (Expense)	499,404	324,280	647,151	1,093,879	1,109,064	668,027	560,947	532,640	544,107	556,422	569,626
Net Revenues Available for DS	938,796	1,058,651	1,511,704	2,159,264	2,415,085	1,820,567	2,137,154	2,437,840	2,780,128	3,169,178	3,525,999
Net Revenues Available for DS (Less Impact Fees)	580,323	809,252	786,102	1,028,215	1,281,697	1,098,584	1,387,154	1,687,840	2,030,128	2,419,178	2,775,999
Outstanding Bonds											
2013 Water Revenue Bonds	121,957	162,144	162,391	186,546	-	-	-	-	-	-	-
2018 Sales Tax Revenue Bonds (Water Portion)	-	-	-	-	39,403	41,555	41,490	39,483	39,413	39,582	39,505
2022 Water Revenue Bonds	-	-	-	-	828,221	828,868	828,143	828,661	828,376	828,506	829,018
2024 Water Revenue Bonds*	-	-	-	-	-	-	-	140,000	140,000	140,000	140,000
Total Annual Debt Service	121,957	162,144	162,391	186,546	867,624	870,423	869,633	1,008,144	1,007,789	1,008,087	1,008,523
Coverage	7.70	6.53	9.31	11.57	2.78	2.09	2.46	2.42	2.76	3.14	3.50
Coverage without Impact Fees	4.76	4.99	4.84	5.51	1.48	1.26	1.60	1.67	2.01	2.40	2.75
¹ Future Revenue Growth Projections											
² Future Expenses Growth Projections											

*Preliminary; subject to change.

Heber, Utah

September 3, 2024

The City Council (“Council”) of Heber City, Utah (the “City”), met in regular public session on September 3, 2024, at 6:00 p.m. with the following members of the Council present:

Heidi Franco	Mayor
Yvonne Barney	Councilmember
Mike Johnston	Councilmember
Rachel Kahler	Councilmember
Scott Phillips	Councilmember
Ryan Stack	Councilmember

Also present:

Matt Brower	City Manager
Trina Cooke	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 3, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HEBER CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$4,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF AN INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Heber City, Utah (the “Issuer”) desires to (a) finance the construction of improvements to its water system (the “System”) and all related improvements (the “Project”), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the Issuer and the hereinafter described Designated Officers as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a General Indenture of Trust and a Second Supplemental Indenture of Trust (together, the “Indenture”), in substantially the forms presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2024 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (the “Bond Purchase Agreement”), to be entered into between the

Issuer and the underwriter and/or the purchaser selected by the Issuer for the Series 2024 Bonds (the “Underwriter/Purchaser”), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2024 Bonds, in consultation with the Issuer’s Municipal Advisor, Crews & Associates, Inc., the Council desires to grant to any one of the following the Mayor or Mayor pro tem of the City or the City Manager each a (“Designated Officer and collectively, the “Designated Officers”) the authority to select the Underwriter/Purchaser, to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, to determine whether the Series 2024 Bonds should be sold and method of sale, and to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds, the Issuer hereby authorizes the issuance of the Series 2024 Bonds which shall be designated “Heber City, Utah Water Revenue Bonds, Series 2024” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$4,000,000. The Series 2024 Bonds shall mature in not more than thirty-two (32) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by a Designated Officer in consultation with the Issuer’s Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and any Mayor pro tem or otherwise authorized Deputy (the “Mayor”) and the City Recorder (or deputy or designee, collectively, the “City Recorder”) are hereby authorized to execute and deliver the Indenture and a Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by a Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. Any Designated Officer is hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Indenture, the Series 2024 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within

the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2024 Bonds, the Bond Purchase Agreement and the Indenture. No provision of this Resolution, the Indenture, the Series 2024 Bonds or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies, and escrow agreements or any reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. The City shall hold a public hearing on October 15 2024, to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2024 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty

(30) days from and after the initial posting thereof. The City directs its officers and staff to post a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on September 3, 2024, the City Council (the “Council”) of Heber City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2024 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 15, 2024, at the hour of 6:00 p.m. at 75 North Main Street Heber, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (a) financing improvements to the Issuer’s water system (the “System”) and all related improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds.

REVENUES TO BE PLEDGED

The Series 2024 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s water system (the “System”).

PARAMETERS OF THE SERIES 2024 BONDS

The Issuer intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Four Million Dollars (\$4,000,000), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed six percent (6%) per annum. The Series 2024 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Second Supplemental Indenture of Trust (together, the “Indenture”) which Indenture was before the Council and in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2024 Bonds, the Issuer currently has \$13,616,000 principal amount of bonds outstanding secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information more recent than as of the date of the Financial Report please contact Matt Brower, City Manager at (435) 654-0757.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2024 Bonds, if held until maturity is \$5,598,034.

A copy of the Resolution and the form of the Indenture are on file in the office of the Heber City Recorder, 75 North Main Street, Heber, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 6:00 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master ~~Resolution~~Indenture, or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Heber City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2024 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Heber City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2024 Bonds. If fewer than 20% of the registered voters of Heber City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2024 Bonds without an election.

DATED this September 3, 2024.

/s/ Trina Cooke

City Recorder

Section 9. The Issuer hereby reserves the right to opt not to issue the Series 2024 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 10. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2024 Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2024 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$4,000,000.

Section 12. Upon the issuance of the Series 2024 Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this September 3, 2024.

HEBER CITY, UTAH

(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I, Trina Cooke, the duly appointed and qualified City Recorder of Heber City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 3, 2024, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 3, 2024, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 3, 2024.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 3, 2024, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City’s Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Utah Public Notice Website (<http://pmn.utah.gov>) and (c) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 3, 2024.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B
FORM OF INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

\$[PAR]
HEBER CITY, UTAH
WATER REVENUE BONDS
SERIES 2024

[_____, 2024]

Heber City
75 North Main Street
Heber City, Utah 84032

The undersigned, _____, its successors and assigns, (collectively, the “Purchaser”), offers to purchase from Heber City, Utah (the “Issuer”), all (but not less than all) of the \$[_____] Water Revenue Bonds, Series 2024 of the Issuer (the “Bonds”) for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Purchase Agreement”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the “Closing”).

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to: (i) adopt the Resolution dated September 3, 2024 (the “Resolution”), (ii) execute and enter into the General Indenture of Trust as supplemented by a Second Supplemental Indenture of Trust each dated as of [October 1, 2024], (together the “Indenture”), each between you and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), (iii) enter into and perform this Purchase Agreement dated as of [_____, 2024] (the “Purchase Agreement”), and (iv) deliver and sell the Bonds to the Purchaser; (b) this Purchase Agreement, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (c) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Indenture, the Resolution and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors’ rights; and (d) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate

existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Indenture, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Indenture or this Purchase Agreement.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Indenture); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Indenture in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes;

(v) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, and of Bond Counsel, Trustee fees and Municipal Advisor's fees. The Purchaser's counsel fees will be paid as a cost of Issuance by the Trustee.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. This Purchase Agreement shall be governed by the laws of the State of Utah.

7. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

By:_____

Accepted on behalf of
HEBER CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$[PAR]
2. Purchase Price: \$[PAR]
3. Purchaser's Counsel Fee: \$_____
4. Accrued Interest: \$-0-
5. Interest Payment Dates: May 1 and November 1, beginning May 1, 20__
6. Dated Date: Date of delivery
7. Form: Registered Bonds
8. Closing Date: [_____, 2024] or as otherwise agreed upon
9. Redemption: The Bonds are subject to redemption as provided in the Indenture.

MATURITY SCHEDULE

Maturity (<u>May 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>
------------------------------	-------------------------	----------------------

SECOND SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [October 1, 2024]

by and between

HEBER CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Supplementing the
General Indenture of Trust

Dated as of April 1, 2022

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of [October 1, 2024], by and between Heber City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in [Salt Lake City, Utah] (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of April 1, 2022 (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer now desires to issue its \$[PAR] Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) to (i) finance the construction of improvements to the Issuer’s System (as defined in the General Indenture) and all related improvements (collectively, the “Series 2024 Project”) and (ii) pay costs of issuance; and

WHEREAS, the Series 2024 Bonds are authorized, issued and secured under the General Indenture, as amended and supplemented by this Second Supplemental Indenture (the “Second Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and the General Indenture which authorizes the issuance of Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Second Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2024 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Second Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2024 Bonds, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Series 2024 Bonds, to secure the Security Instrument Issuers of Security Instruments for any Series 2024 Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Series 2024 Bonds, and the performance of all of the covenants contained in such Series 2024 Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of Reserve Instruments by the Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Second Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented pursuant to its terms, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and

supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Series 2024 Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Series 2024 Bonds and Security Instrument Issuers of Security Instrument for any Series 2024 Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Series 2024 Bond over any other Series 2024 Bond and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This Second Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Authorized Representatives” means the Mayor, Mayor pro tem, City Manager or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

“Dated Date” means with respect to the Series 2024 Bonds the date of their initial delivery.

“Default Rate” means eighteen percent (18%) per annum.

“Interest Payment Date” means, with respect to the Series 2024 Bonds, each May 1 and November 1, commencing _____ 1, [20__].

“Purchaser” means [_____].

“Register” means the record of ownership of the Series 2024 Bonds maintained by the Registrar.

“Series 2024 Acquisition/Construction Account” means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2024 Bonds shall be deposited as provided herein.

“Series 2024 Bonds” means the Heber City, Utah Water Revenue Bonds, Series 2024 authorized herein.

“Series 2024 Debt Service Reserve Requirement” means, with respect to the Series 2024 Bonds, an amount equal to \$ ____.

“Series 2024 Project” means the construction of improvements to the Issuer’s System and all related improvements.

ARTICLE II ISSUANCE OF THE SERIES 2024 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2024 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the Series 2024 Project and (ii) pay costs incurred in connection with the Series 2024 Bonds. The Series 2024 Bonds shall be limited to \$[PAR] in aggregate principal amount, shall be issued in fully registered form, in denominations of \$1,000 or any integral multiple thereof shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2024 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, “Water Revenue Bonds, Series 2024.”

Section 2.2. Date, Maturities and Interest. The Series 2024 Bonds shall be dated as of the Dated Date, shall mature on May 1 in the years and in the amounts set forth below and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2024 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Series 2024 Bonds shall bear interest from and including their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity
(May 1)

Principal Amount

Interest Rate

Principal and interest payments which are not made within 15 days of when they are due will bear interest at the Default Rate from and after such due date until paid in full. Interest on the Series 2024 Bonds shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Principal and premium, if any, shall be due and payable at maturity or prior redemption upon surrender of the Series 2024 Bond at the designated corporate trust office of Trustee and Paying Agent or its successors, or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached hereto as Exhibit C) that the Series 2024 Bond has been lost, stolen, mutilated or destroyed. Interest on the Series 2024 Bonds shall be payable by wire, or check via certified mail, to the Registered Owner at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or mailed via certified mail to the Registered Owner. Both principal and interest shall be payable in lawful money of the United States of America.

Section 2.3. Redemption.

(a) [Optional Redemption. The Series 2024 Bonds are subject to redemption prior to maturity on any date, in whole or in part, at the option of the Issuer, in chronological order of maturity, upon not less than thirty (30) nor more than sixty (60) days' prior written notice to the Owner(s) of the Series 2024 Bonds to be redeemed at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest, including any default interest, thereon to the date of redemption.]

(b) [Extraordinary Optional Redemption]. The Series 2024 Bonds are also subject to a one-time redemption in an amount not to exceed _____ (\$_____) on any date prior to _____, 20__ (the Extraordinary Optional Redemption is not valid and cannot be exercised after _____, 20__), at the option of the Issuer, in pro rata amounts from each maturity to create a “strip” call from all maturities upon not less than thirty (30) nor more than sixty (60) days’ prior written notice to the Owners of the Series 2024 Bonds to be redeemed, plus accrued interest, including any default interest, thereon to the redemption date.]

Section 2.4. Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2024 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2024 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2024 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2024 Bonds.

Section 2.5. Delivery of Bonds. The Series 2024 Bonds when executed, registered and authenticated as provided herein and by law, shall be delivered by the Issuer to the Purchaser upon payment of the purchase price thereof.

Section 2.6. Designation of Registrar. U.S. Bank Trust Company, National Association, 170 South Main Street, 2nd Floor, Salt Lake City, Utah is hereby designated as Registrar for the Series 2024 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Registrar.

Section 2.7. Designation of Paying Agent. U.S. Bank Trust Company, National Association, 170 South Main Street, 2nd Floor, Salt Lake City, Utah is hereby designated as Paying Agent for the Series 2024 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Registrar.

Section 2.8. Presentation and Surrender of the Series 2024 Bonds. As an alternative to the presentation and surrender by the Registered Owner of each of the Series 2024 Bonds for payment, exchange or transfer, the Registered Owner shall provide the Trustee with a written certificate (at no cost or expense to the Purchaser and in substantially the form attached hereto as Exhibit C) that the Series 2024 Bond has been lost, stolen, mutilated or destroyed.

Section 2.9. Partially Redeemed Fully Registered Bonds. As an alternative to the surrender by the Registered Owner of each of the Series 2024 Bonds and issuance of a new Series 2024 Bond in the event that any Series 2024 Bond shall be redeemed in part only (pursuant to Section 2.9 of the General Indenture), the Registered Owner shall make a notation of such partial redemption on each of the Series 2024 Bonds that are redeemed in part only.

Section 2.10. Limited Obligation. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2024 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.11. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2024 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

Section 2.12. Series 2024 Bonds as Additional Bonds. The Series 2024 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2024 Bonds, as follows:

(a) No Event of Default has occurred and is continuing under the Indenture on the date of authentication of the Series 2024 Bonds; and

(b) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Net Revenues plus Other Available Funds for any Year, less any Direct Payments, from July 1, 2023 through June 30, 2024, a consecutive 12-month period in the twenty-four (24) months immediately preceding the date of issuance of such Additional Bonds were at least equal to one hundred twenty-five percent (125%) of the sum of the Annual Debt Service Requirement on all Bonds Outstanding for said Year; and

(c) The Issuer has delivered to the Trustee a certificate from an Authorized Representative (i) setting forth the Estimated Net Revenues as described in Section 2.13(c) of the General Indenture (assuming, if applicable, the completion of the Project, or any portion thereof, financed with proceeds of the Additional Bonds) either: (A) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Project, or any portion thereof, if proceeds of the Additional Bonds are used to fund interest during the construction period, or (B) if (A) is not the case, for the then current Bond Fund Year and each succeeding Bond Fund Year to and including the second Bond Fund Year succeeding the latest estimated date of completion of the Project, or any portion thereof; and (ii) verifying that the Estimated Net Revenues as shown in (i) above for each of such Bond Fund Years are not less than one hundred twenty-five percent (125%) of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued; and

(d) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund

(taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Series 2024 Bonds; and

(e) The proceeds of the Series 2024 Bonds will be used to finance a Project (including the funding of necessary reserves and the payment of costs of issuance).

ARTICLE III APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1. Creation of Series 2024 Accounts. There is hereby established with the Issuer a Series 2024 Account within the Acquisition/Construction Fund and a Series 2024 Cost of Issuance Account.

Section 3.2. Application of Proceeds of the Series 2024 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2024 Bonds representing the principal amount of the Series 2024 Bonds and the Trustee shall deposit such proceeds as follows:

(a) [\$_____ into the Series 2024 Acquisition/Construction Account; and

(b) the remaining amount shall be deposited into the Series 2024 Cost of Issuance Account to be held by the Trustee under this Supplemental Indenture and to be used to pay costs of issuance of the Series 2024 Bonds.

Section 3.3. Series 2024 Acquisition/Construction Account. Disbursements of moneys in the Series 2024 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture.]

Section 3.4. Cost of Issuance Account. The costs of issuance shall be paid by the Trustee from the Series 2024 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2024 Cost of Issuance Account ninety (90) days after delivery of the Series 2024 Bonds shall be paid to the Bond Fund.

Section 3.5. No Series 2024 Debt Service Reserve Requirement. [There is no Debt Service Reserve Requirement with respect to the Series 2024 Bonds.]

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Second Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Second Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V MISCELLANEOUS

Section 5.1. Confirmation of Sale of Series 2024 Bonds. The sale of the Series 2024 Bonds to the Purchaser at a price of \$[PAR], is hereby ratified, confirmed and approved.

Section 5.2. Reports to Purchaser. For as long as the Series 2024 Bonds remain Outstanding of which the Purchaser is the Registered Owner, the Issuer agrees to forward or otherwise make available to the Purchaser, and at no cost to the Purchaser, any annual budget reports within 30 days after adoption and audited financial reports (including any amendments or revisions of the same) within 205 days after the end of each fiscal year of the Issuer. Such budget and audited financial reports shall including the System. Failure by the Issuer to meet the requirements of this Section within 5 days of a written request by the Purchaser for the same shall constitute an Event of Default and the Registered Owner of the Series 2024 Bonds shall have the right to cause the Series 2024 Bonds to bear interest at the Default Rate at the end of the 5-day notice period and until such Event of Default is cured to the satisfaction and consent of the Registered Owner of the Series 2024 Bonds, which satisfaction and consent shall not be unreasonably withheld.

Section 5.3. Events of Default. So long as the Series 2024 Bonds are the only Outstanding Bonds under the General Indenture and the Purchaser is the Registered Owner, and such Registered Owner acts in a commercially reasonable manner: (a) the Registered Owner of the Series 2024 Bonds shall have the right to declare, to waive and to deem as cured, an Event of Default (as defined in the General Indenture) of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, payment, technical, non-technical or otherwise, with respect only to the Series 2024 Bonds and (b) the Trustee may not waive or deem as cured, with respect to the Series 2024 Bonds, an Event of Default of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, payment, technical, non-technical or otherwise, without the prior written consent of the Registered Owner of the Series 2024 Bonds.

(ii) Notwithstanding anything to the contrary in the Indenture, at any time the Purchaser is the Registered Owner of all of the outstanding Series 2024 Bonds, and such Registered Owner gives a 30-day written notice to the Trustee and the Issuer of the occurrence of an Event of Default, and such Registered Owner acts in a commercially reasonable manner: the Registered Owner of the Series 2024 Bonds shall have the right to cause the Series 2024 Bonds to bear interest at the Default Rate, as defined in this Second Supplemental Indenture, at the end of the 30-day notice period and until such Event of Default is cured to the satisfaction and consent of the Registered Owner of the Series 2024 Bonds, which satisfaction and consent shall not be unreasonably withheld.

Section 5.4. Certified Mail. For as long as the Series 2024 Bonds remain Outstanding of which the Purchaser is the Registered Owner, any mailing set forth or required by the Indenture of the Trustee or the Issuer shall be made by certified mail.

Section 5.5. Severability. If any provision of this Second Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular

case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Second Supplemental Indenture contained, shall not affect the remaining portions of this Second Supplemental Indenture, or any part thereof.

Section 5.6. Amendments. So long as the Purchaser is the Owner of 100% of the Series 2024 Bonds, no change, revision, addition or deletion may be made to this Second Supplemental Indenture without the prior written approval of the Purchaser; such consent to not be unreasonably withheld.

Section 5.7. Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture of Trust to be executed as of the date first written above.

HEBER CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

City Recorder

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A

(FORM OF SERIES 2024 BOND)

Registered

Registered

**UNITED STATES OF AMERICA
HEBER CITY, UTAH
WATER REVENUE BONDS
SERIES 2024**

Number R - ____

\$ _____

Interest Rate

Maturity Date

Original Issue Date

_____%

Registered Owner: _____

Principal Amount: _____

Heber City, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on May 1 and November 1 of each year, commencing ____ 1, [20__] (each an “Interest Payment Date”), until said Principal Amount is paid in full. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of U.S. Bank Trust Company, National Association, Corporate Trust Department, Salt Lake City, Utah (“Trustee” and “Paying Agent”) or its successors, or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the Second Supplemental Indenture as Exhibit C) that the Series 2024 Bond has been lost, stolen, mutilated or destroyed. Interest on this Bond shall be payable by wire or check or draft mailed via certified mail to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or sent by certified mail. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the “Water Revenue Bonds, Series 2024” (the “Series 2024 Bonds”) in the aggregate principal amount of \$[PAR] of

like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust and a Second Supplemental Indenture of Trust each dated as of [October 1, 2024] (together, the “Indenture”) approved by a resolution of the Issuer adopted on September 3, 2024 (the “Bond Resolution”), for the purpose of (i) constructing improvements to the Issuer’s System and all related improvements (collectively, the “Series 2024 Project”) and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “Heber City, Utah Water Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s System all as more fully described and provided in the Indenture.

The Series 2024 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2024 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2024 Bonds, the terms upon which the Series 2024 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the Series 2024 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Dated Date specified above. Interest on the Series 2024 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2024 Bonds shall be in default, interest shall accrue at the Default Rate from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2024 Bonds, in the event such Series 2024 Bonds shall bear interest from and including their Dated Date.

[The Series 2024 Bonds are subject to optional redemption prior to maturity as provided in the Indenture.]

The Series 2024 Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust offices of U.S. Bank Trust Company, National Association (the “Registrar”), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond, or alternatively, the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the Second Supplemental Indenture as Exhibit C) that the Series 2024 Bond has been lost, stolen, mutilated or destroyed. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2024 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Series 2024 Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

HEBER CITY, UTAH

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water Revenue Bonds, Series 2024 of Heber City, Utah.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.4 of the Second Supplemental Indenture of Trust dated as of [October 1, 2024], you are hereby authorized to pay to the following costs of issuance from the Series 2024 Cost of Issuance Account:

(See Attached Schedule)

AUTHORIZED REPRESENTATIVE,
HEBER CITY, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

EXHIBIT C

CERTIFICATE OF LOST, STOLEN, MUTILATED OR DESTROYED BOND

The undersigned, on behalf of _____ (the “Bondholder”), in connection with Heber City, Utah Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) hereby certifies and covenants on behalf of the Bondholder as follows:

1. One or more of the Series 2024 Bonds has been lost, stolen, mutilated or destroyed.
2. The Bondholder hereby represents and warrants, as follows: (a) the Series 2024 Bonds have not been endorsed for transfer at any time prior to the date hereof; (b) the Bondholder has not sold or otherwise conveyed the Series 2024 Bonds; and (c) no one other than the Bondholder has or could have any interest in the Series 2024 Bonds.
3. In the unlikely event that anyone were to present the original Series 2024 Bonds as having been obtained for value from the Bondholder and provides sufficient evidence of such to the Trustee and the same is verified by Bondholder, the Bondholder agrees to defend and hold harmless Heber City, Utah and U.S. Bank Trust Company, National Association, for any losses that either party incurs regarding the replacement of the Series 2024 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands as of _____,

By: _____

Title:



Heber City Council Staff Report

MEETING DATE: 9/3/2024

SUBJECT: Resolution 2024-15 authorizing the Issuance and Sale of not more than \$6,500,000 Aggregate Principal amount of Sewer Revenue Bonds, Series 2024; and Related Matters

RESPONSIBLE: Marcus Keller

DEPARTMENT: Engineering

STRATEGIC RELEVANCE:

SUMMARY

Heber City is being asked to consider a parameters resolution related to Sewer Revenue Bonds to help with the completion of the Central Heber Project Phase 1C. It is projected that the City will need approximately \$5,908,000 of additional funding to complete the sewer utility portion of this project. The City is currently seeking supplemental funding from the permanent community impact board "CIB" to acquire low cost financing and mitigate impacts to rate payers. The parameters would designate the Mayor and City Manager the authority to move forward with bonding within the maximum parameters set below:

Par Amount - \$6,500,000

Term – 32 years

Discount – 98%

Interest Rate – 6 %

These parameters are set to give the City flexibility in case CIB or other subsidized funding mechanisms are not available. It is projected that the City would be able to cover future debt service at approximately 2.5X coverage.

RECOMMENDATION

Staff would recommend approving the Parameters Resolution.

BACKGROUND

In 2022 and 2023 Heber City issued \$8,553,000 and \$7,629,000 of Sewer Revenue Bonds to pay for the Sewer infrastructure related to the Central Heber Project. Due to rising costs and inflation the City is requesting the City approve a parameters resolution to help finance the remaining portion of the project. The City will first explore subsidized state financing options, but may need the flexibility to procure private funding if there isn't enough funding available at the September 2024, CIB meeting.

DISCUSSION

If the City is unable to acquire funding from the CIB, then it will explore private funding options. At this time the private funding options would be approximately 200 – 300 basis points (2-3%) higher than CIB funding rates.

FISCAL IMPACT

Based on the Historical and Project Coverage the City is legally able to issue the bonds.

CONCLUSION

It is important the City finish their current plans for Phase 1, because any delays may have significant costs to construction pricing and bids.

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 Sewer Parameters Resolution as presented.

Alternative 2 - Approve as Amended

I move to **approve** the Sewer Parameters Resolution as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Sewer Parameters Resolution 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 Sewer Parameters Resolution with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Updated Sewer Coverage Table
2. Redline-Parameters Resolution (super) - Heber Sewer Revenue 2024
3. Bond Purchase Agreement - Sewer
4. Supplemental Resolution - Sewer

Heber City, Utah

Sewer Revenue Bonds Coverage

As of: June 25, 2024

Sewer Fund						Projected*					
Rate Increase %	Historical					Projected*					
Fiscal Year Ended June 30	2019	2020	2021	2022	2023	2024	10% 2025	9% 2026	8% 2027	7% 2028	0% 2029
						1 2024	10% 2025	9% 2026	8% 2027	7% 2028	0% 2029
						2 3%	3%	3%	3%	3%	3%
Operating Income											
Charges for sales and service	1,628,948	1,713,554	1,881,013	2,240,471	4,202,297	4,323,336	4,755,670	5,183,680	5,598,375	5,990,261	5,990,261
Interfund services provided.....	-	-	-	-	10,565	-	-	-	-	-	-
Connection fees.....	8,036	8,679	24,944	28,315	35,667	88,872	25,000	25,000	25,000	25,000	25,000
Miscellaneous income.....	-	-	-	907	-	-	-	-	-	-	-
Total Operating Revenues	1,636,984	1,722,233	1,905,957	2,269,693	4,248,529	4,412,208	4,780,670	5,208,680	5,623,375	6,015,261	6,015,261
Operating Expenses											
Personnel services.....	560,500	474,140	649,637	874,367	1,056,950	3,099,901	3,192,898	3,288,684	3,387,345	3,488,965	3,603,076
Utilities.....	36,705	31,719	29,860	39,465	53,191	-	-	-	-	-	-
Repair and maintenance.....	419,325	411,046	447,144	464,939	1,695,608	-	-	-	-	-	-
Other supplies and expenses.....	89,758	100,277	78,943	582,092	165,938	-	-	-	-	-	-
Insurance expense.....	38,298	39,823	36,059	37,105	42,855	46,600	47,998	49,438	50,921	52,449	54,165
Depreciation expense.....	600,469	621,284	687,758	758,664	740,207	750,000	772,500	795,675	819,545	844,132	871,740
Total Operating Expenses	1,745,055	1,678,289	1,929,401	2,756,632	3,754,749	3,896,501	4,013,396	4,133,798	4,257,812	4,385,546	4,528,980
Operating Income	(108,071)	43,944	(23,444)	(486,939)	493,780	515,707	767,274	1,074,883	1,365,563	1,629,715	1,486,281
Nonoperating Revenues / Expenses											
Intergovernmental revenue.....	-	-	-	-	-	-	-	-	-	-	-
Impact Fees.....	285,279	211,124	534,975	940,649	1,190,482	563,697	600,000	600,000	600,000	600,000	600,000
Sale of fixed assets.....	23,959	18,113	7,074	25,978	54,331	10,000	10,000	10,000	10,000	10,000	10,000
Interest income.....	83,681	67,331	26,208	26,729	222,222	394,211	150,000	150,000	150,000	150,000	150,000
Interest on long-term debt.....	-	(14,139)	(17,234)	(18,551)	(33,624)	(229,071)	(437,699)	(484,218)	(469,583)	(454,435)	(438,757)
Change in joint venture equity.....	-	-	-	-	-	-	-	-	-	-	-
Total Non-operating Income (Expense)	392,919	282,429	551,023	974,805	1,433,411	738,837	322,301	275,783	290,418	305,566	321,243
Net Revenues Available for DS	885,317	961,796	1,232,571	1,265,081	2,701,022	2,233,615	2,299,774	2,630,558	2,945,108	3,233,847	3,118,021
Net Revenues Available for DS (Less Impact Fees)	600,038	750,672	697,596	324,432	1,510,540	1,669,918	1,699,774	2,030,558	2,345,108	2,633,847	2,518,021
Outstanding Bonds											
2018 Sales Tax Revenue Bonds (Sewer Portion).....	-	55,122	480,502	37,351	37,297	37,972	37,909	37,845	37,778	37,939	37,866
2020 Note Payable (Sewer).....	-	-	-	67,757	67,757	67,757	67,757	67,757	67,757	67,757	67,757
2022 Sewer Revenue Bonds.....	-	-	-	-	-	356,295	355,875	356,410	355,885	356,315	355,685
2023 Sewer Revenue Bonds.....	-	-	-	-	-	316,826	315,970	316,895	316,760	316,580	316,355
2024 Sewer Revenue Bonds*.....	-	-	-	-	-	-	-	460,000	460,000	460,000	460,000
Total Annual Debt Service	-	55,122	480,502	105,108	105,054	778,850	777,511	1,238,907	1,238,180	1,238,591	1,237,663
Coverage	N/A	17.45	2.57	12.04	25.71	2.87	2.96	2.12	2.38	2.61	2.52
Coverage without Impact Fees	N/A	13.62	1.45	3.09	14.38	2.14	2.19	1.64	1.89	2.13	2.03
¹ Future Revenue Growth Projections ² Future Expenses Growth Projections											

*Preliminary; subject to change.

Heber, Utah

September 3, 2024

The City Council (“Council”) of Heber City, Utah (the “City”), met in regular public session on September 3, 2024, at 6:00 p.m. with the following members of the Council present:

Heidi Franco	Mayor
Yvonne Barney	Councilmember
Mike Johnston	Councilmember
Rachel Kahler	Councilmember
Scott Phillips	Councilmember
Ryan Stack	Councilmember

Also present:

Matt Brower	City Manager
Trina Cooke	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 3, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HEBER CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$6,500,000 AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2024; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A MASTER RESOLUTION, A SUPPLEMETNAL MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Heber City, Utah (the “Issuer”) desires to (a) finance the construction of improvements to its sewer system (the “System”) and all related improvements (the “Project”), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2024 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sewer Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the Issuer and the hereinafter described Designated Officers as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a Master Resolution, dated as of June 1, 2022, as supplemented by a Supplemental Master Resolution (together, the “Master Resolution”) in substantially the ~~form~~forms presented to the meeting at which this Resolution was adopted and which ~~is~~are attached hereto as Exhibit- B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2024 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (the “Bond Purchase Agreement”), to be entered into between the

Issuer and the underwriter and/or the purchaser selected by the Issuer for the Series 2024 Bonds (the “Underwriter/Purchaser”), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2024 Bonds, in consultation with the Issuer’s Municipal Advisor, Crews & Associates, Inc., the Council desires to grant to any one of the following the Mayor or Mayor pro tem of the City or the City Manager each a (“Designated Officer and collectively, the “Designated Officers”) the authority to select the Underwriter/Purchaser, to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, to determine whether the Series 2024 Bonds should be sold and method of sale, and to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds, the Issuer hereby authorizes the issuance of the Series 2024 Bonds which shall be designated “Heber City, Utah Sewer Revenue Bonds, Series 2024” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$6,500,000. The Series 2024 Bonds shall mature in not more than ~~twenty~~thirty-two (32) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by a Designated Officer in consultation with the Issuer’s Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Master Resolution and the Bond Purchase Agreement, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and any Mayor pro tem or otherwise authorized Deputy (the “Mayor”) and the City Recorder (or deputy or designee, collectively, the “City Recorder”) are hereby authorized to execute and deliver the Master Resolution and a Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by a Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. Any Designated Officer is hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Master Resolution, the Series 2024 Bonds, the Bond Purchase Agreement or any other document herein authorized and

approved which may be necessary to conform the same to the final terms of the Series 2024 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2024 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2024 Bonds and to deliver said Series 2024 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2024 Bonds in accordance with the provisions of the Master Resolution.

Section 6. Upon their issuance, the Series 2024 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2024 Bonds, the Bond Purchase Agreement and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2024 Bonds or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies, and escrow agreements or any reserve instrument guaranty agreements permitted by the Master Resolution) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. The City shall hold a public hearing on October 1 2024, to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2024 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's

offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial posting thereof. The City directs its officers and staff to post a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on September 3, 2024, the City Council (the “Council”) of Heber City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Sewer Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2024 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 1, 2024, at the hour of 6:00 p.m. at 75 North Main Street Heber, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2024 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024 BONDS

The Series 2024 Bonds will be issued for the purpose of (a) financing all or a portion of improvements to the Issuer’s sewer system (the “System”) and all related improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024 Bonds.

REVENUES TO BE PLEDGED

The Series 2024 Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s sewer system (the “System”).

PARAMETERS OF THE SERIES 2024 BONDS

The Issuer intends to issue the Series 2024 Bonds in the aggregate principal amount of not more than Six Million Five Hundred Thousand Dollars (\$6,500,000), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed six percent (6%) per annum. The Series 2024 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, ~~and~~ a Master Resolution and a Supplemental Master Resolution (together, the “Master Resolution”) which ~~was~~were before the Council and in substantially final ~~form~~forms at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2024 Bonds, the Issuer currently has \$15,723,000 principal amount of bonds outstanding secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information more recent than as of the date of the Financial Report please contact Matt Brower, City Manager at (435) 654-0757.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2024 Bonds, if held until maturity is \$9,339,726.

A copy of the Resolution and the form of the Master Resolution are on file in the office of the Heber City Recorder, 75 North Main Street, Heber, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 6:00 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution, or the Series 2024 Bonds, or any provision made for the security and payment of the Series 2024 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Heber City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2024 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Heber City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2024 Bonds. If fewer than 20% of the registered voters of Heber City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2024 Bonds without an election.

DATED this September 3, 2024.

/s/ Trina Cooke

City Recorder

Section 9. The Issuer hereby reserves the right to opt not to issue the Series 2024 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 10. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2024 Bonds are to be issued, and the reimbursements made, by the later of [18 months] after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2024 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$6,500,000.

Section 12. Upon the issuance of the Series 2024 Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2024 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

APPROVED AND ADOPTED this September 3, 2024.

|
(SEAL)

HEBER CITY, UTAH

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I, Trina Cooke, the duly appointed and qualified City Recorder of Heber City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 3, 2024, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 3, 2024, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 3, 2024.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 3, 2024, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City’s Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Utah Public Notice Website (<http://pmn.utah.gov>) and (c) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 3, 2024.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

AND SUPPLEMENTAL MASTER RESOLUTION

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

\$[PAR]
HEBER CITY, UTAH
SEWER REVENUE BONDS
SERIES 2024

[_____, 2024]

Heber City
75 North Main Street
Heber City, Utah 84032

The undersigned, _____, its successors and assigns, (collectively, the “Purchaser”), offers to purchase from Heber City, Utah (the “Issuer”), all (but not less than all) of the \$[PAR] Sewer Revenue Bonds, Series 2024 of the Issuer (the “Bonds”) for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Purchase Agreement”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the “Closing”).

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to: (i) adopt the Resolution dated September 3, 2024 (the “Resolution”), (ii) execute and enter into a Master Resolution as supplemented by a Supplemental Master Resolution dated as of [October 1, 2024] (together the “Master Resolution”), (iii) enter into and perform this Purchase Agreement dated as of [_____, 2024] (the “Purchase Agreement”), and (iv) deliver and sell the Bonds to the Purchaser; (b) this Purchase Agreement, the Master Resolution, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (c) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Master Resolution, the Resolution and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors’ rights; and (d) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit,

restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Master Resolution, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Master Resolution or this Purchase Agreement.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Master Resolution); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Master Resolution in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes;

(v) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, and of Bond Counsel, and Municipal Advisor's fees. The Purchaser's counsel fees will be paid as a cost of issuance.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. This Purchase Agreement shall be governed by the laws of the State of Utah.

7. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

By:_____

Accepted on behalf of
HEBER CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$[PAR]
2. Purchase Price: \$[PAR]
3. Purchaser's Counsel Fee: \$_____
4. Accrued Interest: \$-0-
5. Interest Payment Dates: May 1 and November 1, beginning May 1, 20__
6. Dated Date: Date of delivery
7. Form: Registered Bonds
8. Closing Date: [_____, 2024] or as otherwise agreed upon
9. Redemption: The Bonds are subject to redemption as provided in the Master Resolution.

MATURITY SCHEDULE

Maturity (<u>May 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>
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SUPPLEMENTAL MASTER RESOLUTION

OF

HEBER CITY, UTAH

AS ISSUER

DATED AS OF

[October 1], 2024

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SUPPLEMENTAL MASTER RESOLUTION

WHEREAS, the City Council (the “Council”) of Heber City, Utah (the “Issuer”) desires to (a) finance all or a portion of the costs of sewer system improvements and all related improvements (collectively, the “Series 2024 Project”) and (b) pay costs of issuance with respect to the Series 2024 Bonds herein described pursuant to this Supplemental Master Resolution; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the “Act”), provides that the Issuer may issue non-voted revenue bonds as long as net revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of said facilities and debt service on all outstanding obligations secured by the revenues of said facilities; and

WHEREAS, the Issuer has previously issued its outstanding Sewer Revenue Bonds, Series 2022 and Sewer Revenue Bonds, Series 2023 (the “Parity Bonds”) to finance sewer system improvements pursuant to a Master Resolution dated as of August 1, 2023 (the “Original Master Resolution”), as supplemented by this Supplemental Master Resolution (the “Supplemental Master Resolution” and together with the Original Master Resolution, the “Master Resolution”); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the Series 2024 Project and the Net Revenues to be derived by the Issuer from the operation of its System (as defined herein) will not be pledged or hypothecated in any manner or for any purpose other than the Parity Bonds at the time of the issuance of the Series 2024 Bonds; and

WHEREAS, the Issuer has been advised that the System will generate sufficient Net Revenues to pay for operation and maintenance of the System as well as debt service on all proposed obligations secured by the Net Revenues of the System, including the Series 2024 Bonds authorized herein; and

WHEREAS, as required by the Act, on [October 1], 2024, the Issuer held a public hearing with respect to the Series 2024 Bonds, after at least fourteen (14) days public notice; and

WHEREAS, [PURCHASER] has offered to purchase the Series 2024 Bonds at par in the total principal amount of \$[PAR]; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2024 Bonds to the Purchaser;

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Supplemental Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Additional Bonds” means any bonds issued on a parity with the Series 2024 Bonds in conformity with the Master Resolution.

“Annual Debt Service” means the total requirement of principal, interest and premium payments, if any, to be paid by the Issuer during any Sinking Fund Year on the Issuer’s outstanding Series 2024 Bonds or other forms of indebtedness, including the Parity Bonds, issued on a parity with the Series 2024 Bonds.

“Average Annual Debt Service” means the sum total of the Annual Debt Service for all Sinking Fund Years divided by the total number of Sinking Fund Years during which any of the Series 2024 Bonds will remain outstanding.

“Bondholder,” “Registered Owner” or “Owner” means the registered owner of any bonds herein authorized.

“Bonds” means the Series 2024 Bonds, the outstanding Parity Bonds and any Additional Bonds.

“Business Day” means a day on which banking business is transacted, but not including any day on which banks are authorized to be closed within the boundaries of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Purchaser” means _____, or any successor thereof.

“Dated Date” means the initial delivery date of the Series 2024 Bonds.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 5.1 hereof.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Revenue Account as herein described, the deposits of which shall be insured by the Federal Deposit Insurance Corporation.

[“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2024 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means the Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Purchaser, and the Escrow Agent on the date of delivery of the Series 2024 Bonds.]

“Exchange Bonds” means the fully registered Series 2024 Bonds issued in substantially the form set forth in Exhibit B, in exchange for the State Bonds representing the Series 2024 Bonds or in exchange for other Exchange Bonds, in the denomination of no less than \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single fully registered Bond in the denomination(s) equal to the aggregate principal amount of the applicable Series 2024 Bonds authorized herein.

“Governing Body” means the City Council of the Issuer.

“Interest Payment Date” means each May 1 beginning May 1, [20__].

“Issuer” means Heber City, Utah, or any successor entity.

“Master Resolution” means, collectively, this Supplemental Master Resolution and the Original Master Resolution.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required, and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Original Master Resolution” means the Master Resolution dated as of June 1, 2022.

“Outstanding” or “Outstanding Bonds” means any Bonds which have been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bonds in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bonds are held by a bona fide holder in due course.

“Parity Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2023, issued on a parity with the Series 2024 Bonds pursuant to the Original Master Resolution.

“Permitted Investments” means those investments specified in Section 51-7-11, Utah Code Annotated 1953, as amended, including but not limited to the Public Treasurers Investment Fund (State Treasurer’s Pool).

“Purchaser” means _____, or any successor thereof.

“Registrar” or “Paying Agent” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2024 Bonds and to pay the principal on the Series 2024 Bonds on behalf of the Issuer. The initial Registrar and Paying Agent for the Series 2024 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed with respect to the Series 2024 Project and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all hardship grant assessment earned by and profits derived from the sale of investments made with the income and revenues of the System.

“Series 2024 Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2024 issued in the total principal amount of \$[PAR].

“Series 2024 Project” means sewer system improvements and all related improvements.

“Series 2024 Reserve Account Requirement” means, with respect to the Series 2024 Bonds, an amount equal to \$____; the maximum annual debt service on the Series 2024 Bonds.

“[Sinking Fund Year” means the 12-month period beginning July 1 of each year and ending June 30 of the following year, except that the first Sinking Fund Year will begin on the initial delivery date of the Series 2024 Bonds and will end on the following June 30.]

“State” means the State of Utah.

“State Bonds” means the fully registered Series 2024 Bonds issued in substantially the form set forth in Exhibit A in the denominations equal to the aggregate principal amount of the Series 2024 Bonds.

“Supplemental Master Resolution” means this Supplemental Master Resolution dated as of October 1, 2024.

“System” means, collectively, the sewer facilities of the Issuer, as such facilities now exist, and any other properties now or hereafter owned or operated by the Issuer relating to said facilities and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases, whether lying within or without the boundaries of the Issuer, including the whole and each and every part of the sewer facilities of the Issuer, including the Series 2024 Project to be acquired and constructed pursuant to this Master Resolution, and all real, personal, and mixed property, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while the Series 2024 Bonds remain Outstanding.

Section 1.2 Master Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Series 2024 Bonds authorized to be issued hereunder by the Owners thereof from time to time, this Master Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2024 Bonds; and the pledge made in this Master Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2024 Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction of any of the Series 2024 Bonds over any other thereof, except as expressly provided in or permitted by this Master Resolution.

ARTICLE II
ISSUANCE OF SERIES 2024 BONDS

Section 2.1 Principal Amount, Designation, Series, and Interest Rate. The Series 2024 Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Series 2024 Project and (b) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to \$[PAR] in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit B, in fully registered form and shall bear interest at the rate of _____ percent (____%) per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2024 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2024 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, “Heber City, Utah Sewer Revenue Bonds, 2024.”

Section 2.2 Date and Maturities. The Series 2024 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.2. The Series 2024 Bonds shall be initially issued as a single fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on delinquent installments, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

So long as the Purchaser is the Registered Owner of the Series 2024 Bonds, payments of principal and interest shall be made by check or draft and mailed to the Purchaser as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Purchaser is the Registered Owner of the Series 2024 Bonds, in lieu of presentation or the surrender of the Series 2024 Bonds to the Paying Agent for notations by the Paying Agent of such payments, the Purchaser, by its Chair or his/her designee, shall endorse such payments upon the Series 2024 Bonds.

The Issuer shall make the principal and interest payments (interest accruing beginning _____, 20__) stated for each year beginning May 1, 2024, and continuing on each May 1 thereafter until the total principal sum shall be paid in full, as follows:

Principal Installment Payment Date
(May 1)

Principal Payable

Principal Installment Payment Date
(May 1)

Principal Payable

Section 2.3 Optional Redemption and Redemption Prices. Each principal payment of the Series 2024 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2024 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Purchaser with respect to the Series 2024 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4 Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the

Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

- (i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;
 - (ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;
 - (iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;
 - (iv) the date of mailing of redemption notices and the redemption date;
 - (v) the redemption price;
 - (vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and
 - (vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.
- (b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.
- (c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2024 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2024 Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2024 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2024 Bond, a new Series 2024 Bond in principal amount equal to the unredeemed portion of such Series 2024 Bond will be issued.

Section 2.5 Execution and Delivery of the Series 2024 Bonds. The Mayor of the Issuer is hereby authorized to execute by manual or facsimile signature the Series 2024 Bonds and the City Recorder of the Issuer to countersign by manual or facsimile signature the Series 2024 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2024 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Purchaser the Series 2024 Bonds upon payment to the Issuer of the proceeds of the Series 2024 Bonds.

Section 2.6 Delinquent Payments. Payments of principal of and/or interest on the Series 2024 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.7 Exchange of Series 2024 Bonds. As long as the Purchaser is the sole Registered Owner of the Series 2024 Bonds, the Series 2024 Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit A. It is recognized that the Purchaser may sell or otherwise transfer the Series 2024 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Purchaser determines to sell or otherwise transfer all or a portion of the Series 2024 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2024 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.7 and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2024 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Purchaser pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2024 Bonds not previously paid or cancelled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2024 Bonds for Exchange Bonds, provided that the Purchaser shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges. In the event the Issuer issues additional bonds pursuant to a General Indenture of Trust and Supplemental Indenture of Trust, the Purchaser agrees, at no cost to it, to issue an exchange bond to replace the Series 2024 Bonds to allow for a trustee to act as paying agent and bond registrar for the exchange bond.

ARTICLE III
REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2024 Bonds; Persons Treated as Owners.

(a) The Series 2024 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2024 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2024 Bonds. Any Series 2024 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2024 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2024 Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2024 Bond surrendered for transfer. Series 2024 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2024 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024 Bond for redemption.

(b) Series 2024 Bonds surrendered for payment, redemption or exchange, shall be promptly cancelled and destroyed by the Issuer.

(c) The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2024 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bond to the extent of the sum or sums so paid.

(d) The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2024 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2024 Bond shall be delivered.

Section 3.2 Deposit of Bond Proceeds. [The proceeds from the sale of the Series 2024 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Series 2024 Project including the payment of costs of issuance of the Series 2024 Bonds. Any unexpended proceeds balance remaining in the Escrow Account after completion of the Series 2024 Project shall be paid immediately into the “Heber City Sewer Revenue Bond Fund,” hereinafter referred to herein as the “Sinking Fund” established hereunder, and shall be used only for the prepayment of the Series 2024 Bonds based on original principal amount. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Series 2024 Bonds maturing on the last due date are to be redeemed, the Issuer shall by lot select those Series 2024 Bonds to be prepaid. Proceeds from the sale of the Series 2024 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the expenditure of money or a transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.]

Section 3.3 The Series 2024 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Master Resolution elsewhere contained, the principal and interest on the Series 2024 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2024 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2024 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4 Flow of Funds. From and after the delivery date of the Series 2024 Bonds and any other Parity Bonds, and until all the Series 2024 Bonds and any Additional Bonds have been fully paid, the Net Revenues shall be set aside into the “Heber City Sewer Revenue Fund” referred to herein as “Revenue Fund” established under the Original Master Resolution. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

- (a) There shall be allocated to a subaccount established on the books of the Issuer hereunder known as the “Bond Fund,” such amounts as will assure, to the extent of the availability of Revenues, the prompt payment of the principal and interest, if any, on the Series 2024 Bonds as shall become due and on all bonds or obligations issued in parity therewith (including the Additional Bonds). The amount to be so set aside with respect to the Series 2024 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Fund, annually, on or before the tenth day of each [April, beginning April 10, 20__], an amount equal to the principal and interest payable on the Series 2024 Bonds on the next succeeding payment date to the end that there will be sufficient funds allocated to the Bond Fund to pay the principal and interest, if any, on the Series 2024 Bonds and principal and interest on all bonds or obligations issued on a parity therewith, including Additional Bonds, as and when the same become due. Amounts allocated to the Bond

Fund shall be used solely for the purpose of paying the Series 2024 Bonds and principal and interest on all bonds or obligations issued in parity therewith, including the Additional Bonds, if applicable, and shall not be reallocated, transferred, or paid out for any other purpose. In the event insufficient moneys are available to make prompt payment of the full principal and interest on the Series 2024 Bonds as shall become due and the principal and interest on all bonds and obligations issued in parity therewith, including the Additional Bonds, such moneys shall be allocated pro rata based on the amount of principal and interest next coming due on the Series 2024 Bonds and each such Additional Bond.

(b) The Issuer shall, upon the issuance of the Series 2024 Bonds, deposit monthly \$_____ into a subaccount established on the books of the Issuer known as the "Series 2024 Reserve Account" until the Series 2024 Reserve Account Requirement of \$_____ has been met. Amounts deposited in the Series 2024 Reserve Account shall be used to pay the principal and interest falling due on the Series 2024 Bonds at any time when there are insufficient funds in the Bond Fund to pay the same, such moneys shall be allocated on a pro rata based on the amount of principal and interest next coming due on the Series 2024 Bonds, but pending such use may be invested as hereafter provided. No further deposits to said Series 2024 Reserve Account need be made unless payments from said Series 2024 Reserve Account have reduced the same below the Series 2024 Reserve Account Requirement, in which event the Issuer agrees to deposit prior to the next payment date on the Series 2024 Bonds legally available moneys into the Series 2024 Reserve Account until there shall be on deposit therein \$_____. In lieu of a separate subaccount as provided herein, the Issuer may use internal notations on its books in order to account for the accumulation and maintenance of the Series 2024 Reserve Account Requirement.

(c) All remaining funds, if any, in the Bond Fund after all of the payments required to be made into the Bond Fund and Series 2024 Reserve Account have been made, may be used by the Issuer (i) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bonds authorized hereunder in advance of maturity or, in the case of Additional Bonds, in accordance with the provisions of the resolution authorizing such Additional Bonds governing prepayment of such Additional Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; and (ii) to pay the principal or prepayment price of on any Bonds, for any other lawful purpose, including without limitation, payment of other obligations of the Issuer.

(d) If at any time the Net Revenues of the Issuer shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter received by the Issuer or from other legally available moneys of the Issuer.

Section 3.5 Investment of Funds. All money maintained on deposit in the Bond Fund, the Series 2024 Reserve Account, and in the Escrow Account shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer and the Escrow Agent shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to

the securing of public deposits. All or part of the money in the Bond Fund and in the Escrow Account shall be invested by the Issuer or the Escrow Agent, as the case may be, in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund or the Escrow Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository Bank at the direction of the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Series 2024 Reserve Account shall be maintained in the Series 2024 Reserve Account until there shall be on deposit therein the Series 2024 Reserve Account Requirement. Thereafter, any investment earnings shall be transferred to the Bond Fund to be used to make payment on the Series 2024 Bonds.

ARTICLE IV GENERAL COVENANTS

Section 4.1 General Covenants. The Issuer hereby covenants and agrees with each and every holder of the Series 2024 Bonds issued hereunder the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds referenced herein, until such time as the Series 2024 Bonds have been paid in full.

(b) While any of the Series 2024 Bonds remain outstanding and unpaid, any resolution or other enactment of the City Council of the Issuer, applying the Net Revenues for the payment of the Series 2024 Bonds shall be irrevocable until the Series 2024 Bonds have been paid in full, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Series 2024 Bonds or which would in any way jeopardize the timely payment of principal and interest when due.

(c) So long as any Series 2024 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the receipt and use of the Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Revenues, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Purchaser is the Registered Owner of the State Bonds, each such audit will be supplied to the Purchaser as soon as completed without prior request therefor by the Purchaser. The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Subsection 4.1(c), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Subsection 4.1(d) herein.

(d) In addition to the reporting requirements set forth in Subsection 4.1(c) above, the Issuer shall submit to the Purchaser within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Purchaser to the Issuer upon purchase of the Series 2024 Bonds.

If a Bondholder is other than the Purchaser, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(e) The Bondholder shall have the right at all reasonable times to inspect the Series 2024 Project, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to the Purchaser, financial statements and other information relating to the Issuer and the Series 2024 Project as it may from time to time reasonably require.

(f) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the Series 2024 Project, or any part thereof or upon the Net Revenues, as well as any lawful claims which if unpaid might by law become a lien or charge upon the Series 2024 Project or the Net Revenues or any part thereof or which might impair the security of the Series 2024 Bonds, except when the Issuer in good faith contests its liability to pay the same.

(g) All payments falling due on the Series 2024 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(h) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the Series 2024 Project.

(i) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(j) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2024 Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(k) The Issuer may consolidate the bills submitted for sewer service with those submitted for irrigation service, if applicable, for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit, and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent.

(l) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the

System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(m) The Issuer will not grant a franchise for the operation of any competing sewer system within its corporate limits, as long as the Series 2024 Bonds authorized herein remain outstanding.

(n) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(o) The Issuer certifies that it has complied with the requirements of the Original Master Resolution with respect to the issuance of additional debt on a parity with the Parity Bonds.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Net Revenues senior to the pledge of Net Revenues for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Series 2024 Bonds herein authorized out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default is existing under this Master Resolution on the date of authentication of such Additional Bonds, unless the Owners of all Outstanding Bonds have each consented to the issuance of such Additional Bonds despite the existence of an Event of Default.

(b) Net Revenues for the Bond Fund Year immediately preceding the proposed date of issuance of such Additional Bonds are at least equal to 125% of the Average Annual Debt Service Requirement on all Bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any Additional Bonds to the extent they are issued for refunding purposes and the Average Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Annual Debt Service for the Bonds being refunded therewith.

(c) All payments required by this Master Resolution to be made into the Bond Fund must have been made in full, and there must be in the Series 2024 Reserve Account the full amount required by this Master Resolution to be accumulated therein at such time.

ARTICLE V MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to (i) pay principal or interest on the Series 2024 Bonds, when due and payable or (ii) perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of Default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to 18% per annum of the outstanding principal amount and interest on the Series 2024 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Net Revenues for purposes of applying said Net Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2 Amendments to Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2024 Bonds, no change, variation or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Series 2024 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2024 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and

shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least seventy-five percent (75%) of the principal of Series 2024 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2024 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2024 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2024 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2024 Bonds then outstanding, without the consent of the Bondholders of all the Series 2024 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3 Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax to pay the principal and interest on the Series 2024 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2024 Bonds.

[Any amounts withdrawn from the Reserve Fund shall be reimbursed, with interest at a rate of ____% per annum, from moneys received from foreclosure or otherwise from delinquent properties. Such ____% per annum shall be in addition to interest amounts received under the Assessment Ordinance due to a default in payment thereunder.]

Section 5.4 Defeasance of the Series 2024 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2024 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Master Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2024 Bonds) shall be cancelled and discharged.

Any Series 2024 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2024 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2024 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2024 Bonds).

Section 5.5 Sale of Series 2024 Bonds Approved. The sale of the Series 2024 Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 5.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition of the Series 2024 Project.

Section 5.7 Notice of Series 2024 Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a “Notice of Public Hearing and Bonds to be Issued” (the “Notice”) to be posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City’s official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City, no less than fourteen (14) days prior to the hearing and has caused a copy of the Parameters Resolution to be kept on file in the office of the City Recorder for public examination during regular business hours at least thirty (30) days from and after the date of posting thereof. Such notice is hereby reaffirmed and approved. In accordance with the provisions of the Act and the Notice, a public hearing was held on October 1, 2024, to receive input with respect to the issuance of the Series 2024 Bonds and the potential economic impact that the Series 2024 Project will have on the private sector.

Section 5.8 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein.

Section 5.9 Severability. If any section, paragraph, clause, or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the governing body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in

all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.10 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Section 5.11 Effective Date of Resolution. This Master Resolution shall take effect immediately upon its approval and adoption.

Section 5.12 Counterparts. This Master Resolution may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A
FORM OF STATE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
HEBER CITY
SEWER REVENUE BONDS, SERIES 2024

\${PAR}

Heber City, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the registered owner hereof or registered assigns, the principal amount of not more than \${PAR}, together with interest accruing beginning [_____], on the unpaid principal balance from date of delivery of the Bonds, at the rate of _____ percent (____%) per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on May 1 of each year, with principal and interest installments beginning May 1, 20___. Principal together with accrued but unpaid interest shall be payable in registered installments on May 1 of each of the years as set forth in the following Repayment Schedule:

Principal Installment Payment Date
(May 1)

Principal Payable

Principal Installment Payment Date
(May 1)

Principal Payable

Except as provided in the following paragraph, principal and interest payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the _____ (the “_____”) is the registered holder of this Bond, installment payments of principal and interest shall be made by check or draft mailed to the Purchaser as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment of Bond principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

This Bond is issued on a parity with the Issuer’s outstanding Sewer Revenue Bonds, Series 2023.

This Bond is payable solely from a special fund designated “Heber City, Utah Sewer Revenue Bond Fund,” into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues, as defined in the Supplemental Master Resolution dated as of [October 1], 2024, which supplements the Master Resolution dated as of June 1, 2022 (together, the “Master Resolution”).

This Bond is issued pursuant to (a) the Master Resolution and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of financing all or a portion of the costs of sewer system improvements and all related improvements (the “Series 2024 Project”). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution).

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be

issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance, or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until these Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Master Resolution) have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and that said Net

Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Mayor and countersigned (by manual or facsimile signature) by its City Recorder under the seal of said Issuer this October 1, 2024.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

EXHIBIT B
FORM OF EXCHANGE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
HEBER CITY
SEWER REVENUE BONDS, SERIES 2024

INTEREST RATE

_____%

MATURITY DATE

ISSUE DATE

Registered Owner: _____

Principal Amount: _____ Dollars

Heber City, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be payable by check or draft mailed by the City Recorder of Heber City, Utah (the “Paying Agent”) to the Registered Owner hereof beginning _____ and on each _____ thereafter until this Bond is paid in full. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$_____) issued in exchange for the conversion of the Issuer’s Sewer Revenue Bonds, Series 2024 dated October 1, 2024, in the total principal sum of \$[PAR], authorized by a Parameters Resolution adopted on September 3, 2024, a Master Resolution dated as of June 1, 2022 and a Supplemental Master Resolution dated as of October 1, 2024 (together, the “Master Resolution”). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Master Resolution and (ii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of financing all or a portion of the costs of sewer system improvements and all related improvements (the “Series 2024 Project”). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution).

As provided in the Master Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Heber City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited, and declared that all conditions, acts, and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed

by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues (as defined in the Master Resolution) have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Mayor and countersigned (by manual or facsimile signature) by its City Recorder with the seal of said Issuer affixed, all as of _____, 2024.

(SEAL)

By: _____ (Do Not Sign)
Mayor

ATTEST:

By: _____ (Do Not Sign)
City Recorder

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.



Heber City Council Staff Report

MEETING DATE: 9/3/2024

SUBJECT: Resolution 2024-16 Authorizing the Issuance and Sale of not more than \$2,000,000 Aggregate Principal Amount of Irrigation Revenue Bonds, Series 2024B; and Related Matters

RESPONSIBLE: Marcus Keller, Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE:

SUMMARY

Heber City is being asked to consider a parameters resolution related to Irrigation Revenue Bonds to help with the completion of the Central Heber Project Phase 1C. It is projected that the City will need approximately \$1,628,000 of additional funding to complete the irrigation utility portion of this project. The City is currently seeking supplemental funding from the permanent community impact board "CIB" to acquire low cost financing and mitigate impacts to rate payers. The parameters would designate the Mayor and City Manager the authority to move forward with bonding within the maximum parameters set below:

Par Amount - \$2,000,000

Term – 32 years

Discount – 98%

Interest Rate – 6 %

These parameters are set to give the City flexibility in case CIB or other subsidized funding mechanisms are not available. It is projected that the City would be able to cover future debt service at approximately 2.0X coverage.

RECOMMENDATION

Staff would recommend approving the Parameters Resolution.

BACKGROUND

On June 9th, 2022, Heber City issued \$4,327,000 of Irrigation Revenue Bonds to pay for the Irrigation infrastructure related to the Central Heber Project. Due to rising costs and inflation the City is requesting the City approve a parameters resolution to help finance the remaining portion of the project. The City will first explore subsidized state financing options, but may need the flexibility to procure private funding if there isn't enough funding available at the September 2024, CIB meeting.

DISCUSSION

If the City is unable to acquire funding from the CIB, then it will explore private funding options. At this time the private funding options would be approximately 200 – 300 basis points (2-3%) higher than CIB funding rates.

FISCAL IMPACT

Based on the Historical and Project Coverage the City is legally able to issue the bonds.

CONCLUSION

It is important the City finish their current plans for Phase 1, because any delays may have significant costs to construction pricing and bids.

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 Irrigation Parameters Resolution as presented.

Alternative 2 - Approve as Amended

I move to **approve** the Irrigation Parameters Resolution as amended, as follows.

Alternative 3 - Continue

I move to **continue** the Irrigation Parameters Resolution 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 Irrigation Parameters Resolution with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer
Sara Nagel, Finance Manager

EXHIBITS

1. Updated PI Coverage Table
2. Redline - Parameters Resolution - Heber Irrigation Revenue 2024B
3. Supplemental Resolution - Irrigation
4. Bond Purchase Agreement - Irrigation

Heber City, Utah

Irrigation Revenue Bonds Coverage

As of: June 25, 2024

Irrigation Fund						Projected*					
Rate Increase %											
Fiscal Year Ended June 30											
	2019	2020	2021	2022	2023	2024	5% 2025	5% 2026	0% 2027	0% 2028	0% 2029
Operating Income											
Charges for sales and service	468,105	497,875	574,544	641,432	889,653	993,564	1,043,242	1,095,404	1,095,404	1,095,404	1,095,404
Interfund services provided.....	-	-	-	-	2,113	-	-	-	-	-	-
Connection fees.....	1,382	27,718	134,518	154,119	158,770	84,777	89,015	93,466	93,466	93,466	93,466
Miscellaneous income.....	-	-	-	181	-	-	-	-	-	-	-
Total Operating Revenues	469,487	525,593	709,062	795,732	1,050,536	1,078,341	1,132,258	1,188,871	1,188,871	1,188,871	1,188,871
Operating Expenses											
Personnel services.....	110,498	95,737	135,363	185,715	231,662	622,049	640,711	659,932	679,730	700,122	721,126
Utilities.....	2,360	5,677	5,042	6,881	9,356	-	-	-	-	-	-
Repair and maintenance.....	54,160	66,638	82,979	134,250	145,429	-	-	-	-	-	-
Other supplies and expenses.....	9,854	6,299	7,086	8,992	10,733	-	-	-	-	-	-
Insurance expense.....	-	-	-	-	-	148	152	156	161	166	171
Depreciation expense.....	192,711	203,086	211,241	227,387	255,443	250,000	257,500	265,225	273,182	281,377	289,819
Total Operating Expenses	369,583	377,437	441,711	563,225	652,623	872,197	898,363	925,314	953,073	981,665	1,011,115
Operating Income	99,904	148,156	267,351	232,507	397,913	206,144	233,895	263,557	235,798	207,206	177,756
Nonoperating Revenues / Expenses											
Intergovernmental revenue.....	-	-	-	-	-	-	-	-	-	-	-
Impact Fees.....	76,448	74,864	186,654	252,584	310,660	289,055	300,000	300,000	300,000	300,000	300,000
Sale of fixed assets.....	-	-	1,572	-	-	-	-	-	-	-	-
Interest income.....	34,107	32,792	10,856	14,645	14,861	56,390	75,000	75,000	75,000	75,000	75,000
Interest on long-term debt.....	-	(1,132)	(1,100)	(1,067)	(5,797)	(65,905)	(144,320)	(157,130)	(152,291)	(147,281)	(142,076)
Change in joint venture equity.....	-	-	-	-	-	-	-	-	-	-	-
Total Non-operating Income (Expense)	110,555	106,524	197,982	266,162	319,724	279,539	230,680	217,870	222,709	227,719	232,924
Net Revenues Available for DS	403,170	458,898	677,674	727,123	978,877	801,589	866,395	903,782	883,979	863,583	842,574
Net Revenues Available for DS (Less Impact Fees)	326,722	384,034	491,020	474,539	668,217	512,534	566,395	603,782	583,979	563,583	542,574
Outstanding Bonds											
2018 Sales Tax Revenue Bonds (Irrigation Portion).....	-	4,397	4,391	4,385	4,378	6,493	6,483	6,255	6,244	6,270	6,258
2022 Irrigation Revenue Bonds.....	-	-	-	-	-	179,905	180,180	180,425	180,640	179,825	179,995
2024 Irrigation Revenue Bonds.....	-	-	-	-	-	-	21,250	116,750	116,770	116,780	116,780
2024B Irrigation Revenue Bonds*.....	-	-	-	-	-	-	-	128,000	128,000	128,000	128,000
Total Annual Debt Service	-	4,397	4,391	4,385	4,378	186,398	207,913	431,430	431,654	430,875	431,033
Coverage	N/A	104.37	154.34	165.83	223.57	4.30	4.17	2.09	2.05	2.00	1.95
Coverage without Impact Fees	N/A	87.34	111.83	108.23	152.62	2.75	2.72	1.40	1.35	1.31	1.26
¹ Future Revenue Growth Projections											
² Future Expenses Growth Projections											

*Preliminary; subject to change.

Heber, Utah

September 3, 2024

The City Council (“Council”) of Heber City, Utah (the “City”), met in regular public session on September 3, 2024, at 6:00 p.m. with the following members of the Council present:

Heidi Franco	Mayor
Yvonne Barney	Councilmember
Mike Johnston	Councilmember
Rachel Kahler	Councilmember
Scott Phillips	Councilmember
Ryan Stack	Councilmember

Also present:

Matt Brower	City Manager
Trina Cooke	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 3, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HEBER CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$2,000,000 AGGREGATE PRINCIPAL AMOUNT OF IRRIGATION REVENUE BONDS, SERIES 2024B; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A MASTER RESOLUTION, A SUPPLEMENTAL MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Heber City, Utah (the “Issuer”) desires to (a) finance all or a portion of the construction of improvements to its irrigation system (the “System”) and all related improvements (the “Project”), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2024B Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Irrigation Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the Issuer and the hereinafter described Designated Officers as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a Master Resolution, dated as of June 1, 2022, as supplemented by a Supplemental Master Resolution (together, the “Master Resolution”) in substantially the ~~form~~forms presented to the meeting at which this Resolution was adopted and which ~~is~~are attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2024B Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (the “Bond Purchase Agreement”), to be entered into between the

Issuer and the underwriter and/or the purchaser selected by the Issuer for the Series 2024B Bonds (the “Underwriter/Purchaser”), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2024B Bonds, in consultation with the Issuer’s Municipal Advisor, Crews & Associates, Inc., the Council desires to grant to any one of the following: the Mayor or Mayor pro tem of the City or the City Manager each a (“Designated Officer and collectively, the “Designated Officers”) the authority to select the Underwriter/Purchaser, to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2024B Bonds shall be sold, to determine whether the Series 2024B Bonds should be sold and method of sale, and to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024B Bonds, the Issuer hereby authorizes the issuance of the Series 2024B Bonds which shall be designated “Heber City, Utah Irrigation Revenue Bonds, Series 2024B” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$2,000,000. The Series 2024B Bonds shall mature in not more than thirty-two (32) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6%) per annum, and shall be non-callable or subject to redemption, all as shall be approved by a Designated Officer in consultation with the Issuer’s Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Master Resolution and the Bond Purchase Agreement, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and any Mayor pro tem or otherwise authorized Deputy (the “Mayor”) and the City Recorder (or deputy or designee, collectively, the “City Recorder”) are hereby authorized to execute and deliver the Master Resolution and a Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by a Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. Any Designated Officer is hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2024B Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers and other appropriate officials of the Issuer are authorized to make any alterations, changes, deletions, or additions to the Master Resolution, the Series 2024B Bonds, the Bond Purchase Agreement or any other document herein authorized and

approved which may be necessary to conform the same to the final terms of the Series 2024B Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2024B Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2024B Bonds and to deliver said Series 2024B Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officers and other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2024B Bonds in accordance with the provisions of the Master Resolution.

Section 6. Upon their issuance, the Series 2024B Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2024B Bonds, the Bond Purchase Agreement and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2024B Bonds or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies, and escrow agreements or any reserve instrument guaranty agreements permitted by the Master Resolution) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. The City shall hold a public hearing on October 1 2024, to receive input from the public with respect to (a) the issuance of the Series 2024B Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2024B Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the

City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial posting thereof. The City directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on September 3, 2024, the City Council (the “Council”) of Heber City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Irrigation Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2024B Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 1, 2024, at the hour of 6:00 p.m. at 75 North Main Street Heber, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2024B Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2024B Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2024B BONDS

The Series 2024B Bonds will be issued for the purpose of (a) financing all or a portion of improvements to the Issuer’s irrigation system (the “System”) and all related improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2024B Bonds.

REVENUES TO BE PLEDGED

The Series 2024B Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s Irrigation system (the “System”).

PARAMETERS OF THE SERIES 2024B BONDS

The Issuer intends to issue the Series 2024B Bonds in the aggregate principal amount of not more than Two Million Dollars (\$2,000,000), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed six percent (6%) per annum. The Series 2024B Bonds are to be issued and sold by the Issuer pursuant to the Resolution, ~~and~~ a Master Resolution and a Supplemental Master Resolution (together, the “Master Resolution”) which ~~was~~were before the Council and in substantially final ~~form~~forms at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2024B Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2024 Bonds, the Issuer currently has \$6,087,000 principal amount of bonds outstanding secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport/s/>. For additional information more recent than as of the date of the Financial Report please contact Matt Brower, City Manager at (435) 654-0757.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2024B Bonds, if held until maturity is \$2,439,96.

A copy of the Resolution and the form of the Master Resolution are on file in the office of the Heber City Recorder, 75 North Main Street, Heber, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 6:00 p.m. Monday through Thursday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution, or the Series 2024B Bonds, or any provision made for the security and payment of the Series 2024B Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Heber City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2024B Bonds. If written petitions which have been signed by at least 20% of the registered voters of Heber City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2024B Bonds. If fewer than 20% of the registered voters of Heber City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2024B Bonds without an election.

DATED this September 3, 2024.

/s/ Trina Cooke

City Recorder

Section 9. The Issuer hereby reserves the right to opt not to issue the Series 2024B Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 10. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2024B Bonds are to be issued, and the reimbursements made, by the later of [18 months] after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2024B Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$2,000,000.

Section 12. Upon the issuance of the Series 2024B Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2024B Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

APPROVED AND ADOPTED this September 3, 2024.

HEBER CITY, UTAH

(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I, Trina Cooke, the duly appointed and qualified City Recorder of Heber City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 3, 2024, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 3, 2024, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 3, 2024.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 3, 2024, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City’s Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Utah Public Notice Website (<http://pmn.utah.gov>) and (c) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 3, 2024.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

AND SUPPLEMENTAL MASTER RESOLUTION

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

SUPPLEMENTAL MASTER RESOLUTION

OF

HEBER CITY, UTAH

AS ISSUER

DATED AS OF

[OCTOBER] 1, 2024

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SUPPLEMENTAL MASTER RESOLUTION

WHEREAS, Heber City, Utah (the “Issuer”), desires to issue its Irrigation Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) to (a) finance all or a portion of the costs of improvements to its irrigation system (the “System”) and all related improvements (collectively, the “Series 2024B Project”) and (b) pay costs of issuance of the Series 2024B Bonds herein described pursuant to this Supplemental Master Resolution; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the “Act”), provides that the Issuer may issue non-voted revenue bonds as long as net revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of said facilities and debt service on all outstanding obligations secured by the revenues of said facilities; and

WHEREAS, the Issuer has previously issued its outstanding Irrigation Revenue Bonds, Series 2022 and Irrigation Revenue Bonds, Series 2024 (the “Parity Bonds”) to finance irrigation system and related improvements pursuant to a Master Resolution (the “Original Master Resolution”) adopted by the Issuer, as supplemented by this Supplemental Master Resolution (the “Supplemental Master Resolution” and together with the Original Master Resolution, the “Master Resolution”); and

WHEREAS, the Series 2024B Bonds shall be issued on a parity with the Issuer’s Parity Bonds issued pursuant to the Master Resolution, such that the Series 2024B Bonds are secured by an equal lien pledge of the Net Revenues (defined herein) with said Parity Bonds; and

WHEREAS, the Issuer does not have on hand sufficient money to pay the cost of the Series 2024B Project and the Net Revenues to be derived by the Issuer from the operation of its System (as defined herein) will not be pledged or hypothecated in any manner or for any purpose (other than the payment of the Parity Bonds) at the time of the issuance of the Series 2024B Bonds; and

WHEREAS, the Issuer has been advised that the System will generate sufficient Net Revenues to pay for operation and maintenance of the System as well as debt service on all obligations secured by the Net Revenues of the System, including the Parity Bonds and Series 2024B Bonds authorized herein; and

WHEREAS, as required by the Act, on [October 1], 2024, the Issuer held a public hearing with respect to the Series 2024B Bonds, after at least fourteen (14) days public notice; and

WHEREAS, [PURCHASER] has offered to purchase the Series 2024B Bonds at the total principal amount of \$[PAR] and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2024B Bonds to the Purchaser;

NOW, THEREFORE, it is hereby resolved by the City Council of Heber City, Utah as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Supplemental Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Additional Bonds” means any bonds issued on a parity with the Series 2024B Bonds in conformity with the Master Resolution.

“Annual Debt Service” means the total requirement of principal, interest and premium, if any, to be paid by the Issuer during any Sinking Fund Year on the Issuer’s outstanding Series 2024B Bonds or other forms of indebtedness issued on a parity with the Series 2024B Bonds.

“Average Annual Debt Service” means the sum total of the Annual Debt Service for all Sinking Fund Years divided by the total number of Sinking Fund Years during which any of the Series 2024B Bonds will remain outstanding.

“Purchaser” means _____, or any successor thereof.

“Bondholder,” “Registered Owner” or “Owner” means the registered owner of any bonds herein authorized.

“Bonds” means the Series 2024B Bonds and any Parity Bonds and Additional Bonds.

“Business Day” means a day on which banking business is transacted, but not including any day on which banks are authorized to be closed within the boundaries of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended

“Dated Date” means the initial delivery date of the Series 2024B Bonds.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 5.1 hereof.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended,

selected by the Issuer to receive deposits for the Revenue Account as herein described, the deposits of which shall be insured by the Federal Deposit Insurance Corporation.

["Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2024B Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.]

["Escrow Agent" means the Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.]

["Escrow Agreement" means the agreement entered into among the Issuer, the Purchaser, and the Escrow Agent on the date of delivery of the Series 2024B Bonds.]

"Exchange Bonds" means the fully registered Series 2024B Bonds issued in substantially the form set forth in Exhibit B, in exchange for the State Bonds representing the Series 2024B Bonds or in exchange for other Exchange Bonds, in the denomination of no less than \$1,000 or any integral multiple thereof.

"Fully Registered Bond" means any single fully registered Bond in the denomination(s) equal to the aggregate principal amount of the applicable Series 2024B Bonds authorized herein.

"Governing Body" means the City Council of the Issuer.

"Interest Payment Date" means each May 1, beginning May 1, 20__.

"Issuer" means Heber City, Utah, or any successor entity.

"Master Resolution" means the Original Master Resolution together with this Supplemental Master Resolution.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required, and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Outstanding" or "Outstanding Bonds" means any Bonds which have been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bonds

in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bonds are held by a bona fide holder in due course.

“Parity Bonds” means the Series 2022 Bonds and the Series 2024 Bonds.

“Permitted Investments” means those investments specified in Section 51-7-11, Utah Code Annotated 1953, as amended, including but not limited to the Public Treasurers Investment Fund (State Treasurer’s Pool).

“Registrar” or “Paying Agent” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2024B Bonds and to pay the principal on the Series 2024B Bonds on behalf of the Issuer. The initial Registrar and Paying Agent for the Series 2024B Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed with respect to the Series 2024B Project and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and revenues of the System.

“Series 2024 Bonds” means the Issuer’s Irrigation Revenue Bonds, Series 2024 issued in the total principal amount of \$1,875,000.

“Series 2024B Bonds” means the Issuer’s Irrigation Revenue Bonds, Series 2024B issued in the total principal amount of \$[PAR] authorized herein.

“Series 2024B Project” means improvements to the System, including secondary irrigation meters and all related improvements.

“Series 2024B Reserve Account Requirement” means, with respect to the Series 2024B Bonds, an amount equal to \$_____, the maximum annual debt service on the Series 2024B Bonds.

“Sinking Fund Year” means the 12-month period beginning July 1 of each year and ending June 30 of the following year, except that the first Sinking Fund Year will begin on the initial delivery date of the Series 2024B Bonds and will end on the following June 30.

“State” means the State of Utah.

“State Bonds” means the fully registered Series 2024B Bonds issued in substantially the form set forth in Exhibit A in the denominations equal to the aggregate principal amount of the Series 2024B Bonds.

“System” means, collectively, the irrigation facilities of the Issuer, as such facilities now exist, and any other properties now or hereafter owned or operated by the Issuer

relating to said facilities and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases, whether lying within or without the boundaries of the Issuer, including the whole and each and every part of the irrigation facilities of the Issuer, including the Series 2024B Project to be acquired and constructed pursuant to this Master Resolution, and all real, personal, and mixed property, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while the Series 2024B Bonds remain Outstanding.

Section 1.2. Master Resolution to Constitute Contract In consideration of the purchase and acceptance of any and all of the Series 2024B Bonds authorized to be issued hereunder by the Owners thereof from time to time, this Master Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2024B Bonds; and the pledge made in this Master Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2024B Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction of any of the Series 2024B Bonds over any other thereof, except as expressly provided in or permitted by this Master Resolution.

ARTICLE II

ISSUANCE OF SERIES 2024B BONDS

Section 2.1. Principal Amount, Designation, Series, and Interest Rate. The Series 2024B Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Series 2024B Project, and (b) pay costs incurred in connection with the issuance of the Series 2024B Bonds.

The Series 2024B Bonds shall be limited to \$[PAR] in aggregate principal amount, shall be issued (a) if issued as State Bond(s), in the form set forth in Exhibit A and (b) if issued as Exchange Bonds, in the form set forth in Exhibit B, in fully registered form and shall bear interest at the rate of ____ percent (____%) per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2024B Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024B Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2024B Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, “Heber City, Utah Irrigation Revenue Bonds, Series 2024B.”

Section 2.2. Date and Maturities. The Series 2024B Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.2. The Series 2024B Bonds shall be initially issued as a single fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024B Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on delinquent installments, if any shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

So long as the Purchaser is the Registered Owner of the Series 2024B Bonds, payments of principal and interest shall be made by check or draft and mailed to the Purchaser as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Purchaser is the Registered Owner of the Series 2024B Bonds, in lieu of presentation or the surrender of the Series 2024B Bonds to the Paying Agent for notations by the Paying Agent of such payments, the Purchaser, by its representative or his/her designee, shall endorse such payments upon the Series 2024B Bonds.

If any annual installment of principal of and interest on the Series 2024B Bonds is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid in full.

The Issuer shall make annual principal payments on May 1 of each year beginning May 1, 20__, together with interest accruing at the rate of __% per annum from the dated date of the Series 2024B Bonds on the principal amount outstanding payable on May 1 of each year beginning May 1, 20__, until the total principal sum shall be paid in full as follows:

Principal Installment
Payment Date
(May 1)

Principal
Payable

Section 2.3. Optional Redemption and Redemption Prices. Each principal payment of the Series 2024B Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due dates thereof, and by lot selected by the Issuer, if less than all of the Series 2024B Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Purchaser with respect to the Series 2024B Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2024B Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2024B Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2024B Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2024B Bond, a new Series 2024B Bond in principal amount equal to the unredeemed portion of such Series 2024B Bond will be issued.

Section 2.5. Execution and Delivery of the Series 2024B Bonds. The Mayor of the Issuer is hereby authorized to execute by manual or facsimile signature the Series 2024B Bonds and the City Recorder of the Issuer to countersign by manual or facsimile signature the Series 2024B Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2024B Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Purchaser the Series 2024B Bonds upon payment to the Issuer of the proceeds of the Series 2024B Bonds.

Section 2.6. Exchange of Series 2024B Bonds. As long as the Purchaser is the sole Registered Owner of the Series 2024B Bonds, the Series 2024B Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A. It is recognized that the Purchaser may sell or otherwise transfer the Series 2024B Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Purchaser determines to sell or otherwise transfer all or a portion of the Series 2024B Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2024B Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.6 and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2024B Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Purchaser pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2024B Bonds not previously paid or cancelled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2024B Bonds for Exchange Bonds, provided that the Purchaser shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

In the event the Issuer issues additional bonds pursuant to a General Indenture of Trust and Supplemental Indenture of Trust, the Purchaser agrees, at no cost to it, to issue an exchange bond to replace the Series 2024B Bonds to allow for a trustee to act as paying agent and bond registrar for the exchange bond.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2024B Bonds; Persons Treated as Owners. (a) The Series 2024B Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2024B Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2024B Bonds. Any Series 2024B Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender

of such Series 2024B Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024B Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2024B Bond surrendered for transfer. Series 2024B Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024B Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2024B Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024B Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024B Bond for redemption.

(b) Series 2024B Bonds surrendered for payment, redemption, or exchange, shall be promptly cancelled and destroyed by the Issuer.

(c) The Issuer, the Registrar, and the Paying Agent may treat and consider the person in whose name each Series 2024B Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar, nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2024B Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024B Bond to the extent of the sum or sums so paid.

(d) The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2024B Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2024B Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. [The proceeds from the sale of the Series 2024B Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Series 2024B Project including the payment of costs of issuance of the Series 2024B Bonds. Any unexpended proceeds balance remaining in the Escrow Account after completion of the Series 2024B Project shall be paid immediately into the “Heber City Irrigation Revenue Bond Fund” hereinafter referred to as the “Sinking Fund” established under the Original Master Resolution, and shall be used only for the prepayment of the

Series 2024B Bonds. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Series 2024B Bonds maturing on the last due date are to be redeemed, the Issuer shall by lot select those Series 2024B Bonds to be prepaid. Proceeds from the sale of the Series 2024B Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the expenditure of money or a transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.]

Section 3.3. The Series 2024B Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Master Resolution elsewhere contained, the principal and interest on the Series 2024B Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2024B Bonds be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Net Revenues to pay the Series 2024B Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the delivery date of the Series 2024B Bonds and until all the Series 2024B Bonds and any Parity Bonds and Additional Bonds have been fully paid, the Net Revenues shall be set aside into the Heber City Irrigation Revenue Fund referred to herein as “Revenue Fund” established under the Original Master Resolution. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

(a) There shall be allocated to a subaccount established on the books of the Issuer hereunder known as the “Bond Fund,” such amounts as will assure, to the extent of the availability of Revenues, the prompt payment of the principal and interest, if any, on the Series 2024B Bonds as shall become due and on all bonds or obligations issued in parity therewith (including Parity Bonds and Additional Bonds). The amount to be so set aside with respect to the Series 2024B Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Fund, annually, on or before the tenth day of each April beginning April 1, 2026, an amount equal to the principal and interest payable on the Series 2024B Bonds on the next succeeding payment date to the end that there will be sufficient funds allocated to the Bond Fund to pay the principal and interest, if any, on the Series 2024B Bonds and principal and interest on all bonds or obligations issued on a parity therewith, including the Parity Bonds and Additional Bonds, as and when the same become due. Amounts allocated to the Bond Fund shall be used solely for the purpose of paying the Series 2024B Bonds and principal and interest on all bonds or obligations issued in parity therewith, including the Parity Bonds and Additional Bonds, if applicable, and shall not be reallocated, transferred, or paid out for any other purpose. In the event insufficient moneys are available to make

prompt payment of the full principal and interest on the Series 2024B Bonds as shall become due and the principal and interest on all bonds and obligations issued in parity therewith, including the Parity Bonds and Additional Bonds, such moneys shall be allocated pro rata based on the amount of principal and interest next coming due on the Series 2024B Bonds and any Parity Bonds and Additional Bonds.

(b) The Issuer shall, upon the issuance of the Series 2024B Bonds, deposit annually \$_____ into a subaccount established on the books of the Issuer known as the “Series 2024B Reserve Account” until the Series 2024B Reserve Account Requirement of \$_____ has been met. Amounts deposited in the Series 2024B Reserve Account shall be used to pay the principal and interest falling due on the Series 2024B Bonds at any time when there are insufficient funds in the Bond Fund to pay the same, but pending such use may be invested as hereafter provided. No further deposits to said Series 2024B Reserve Account need be made unless payments from said Series 2024B Reserve Account have reduced the same below the Series 2024B Reserve Account Requirement, in which event the Issuer agrees to deposit prior to the next payment date on the Series 2024B Bonds legally available moneys into the Series 2024B Reserve Account until there shall be on deposit therein \$_____. In lieu of a separate subaccount as provided herein, the Issuer may use internal notations on its books in order to account for the accumulation and maintenance of the Series 2024B Reserve Account Requirement.

(c) All remaining funds, if any, in the Bond Fund after all of the payments required to be made into the Bond Fund, the Series 2024B Reserve Account and any other required reserves have been made, may be used by the Issuer (i) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bonds authorized hereunder in advance of maturity or, in the case of Parity Bonds or Additional Bonds, in accordance with the provisions of the resolution authorizing such Bonds governing prepayment of such Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; and (ii) to pay the principal or prepayment price of on any Bonds, for any other lawful purpose, including without limitation, payment of other obligations of the Issuer.

(d) If at any time the Net Revenues of the Issuer shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter received by the Issuer or from other legally available moneys of the Issuer.

Section 3.5. Investment of Funds. All money maintained on deposit in the Bond Fund, the Series 2024B Reserve Account, and in the Escrow Account shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer and the Escrow Agent shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the

money in the Bond Fund and in the Escrow Account shall be invested by the Issuer or the Escrow Agent, as the case may be, in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund or the Escrow Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository Bank at the direction of the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Series 2024B Reserve Account shall be maintained in the Series 2024B Reserve Account until there shall be on deposit therein the Series 2024B Reserve Account Requirement. Thereafter, any investment earnings shall be transferred to the Bond Fund to be used to make payment on the Series 2024B Bonds.

ARTICLE IV

COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2024B Bonds issued hereunder, the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds referenced herein until such time as the Series 2024B Bonds have been paid in full.

(b) While any of the Series 2024B Bonds remain outstanding and unpaid, any resolution or other enactment of the City Council of the Issuer, applying the Net Revenues for the payment of the Series 2024B Bonds shall be irrevocable until the Series 2024B Bonds have been paid in full, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Series 2024B Bonds or which would in any way jeopardize the timely payment of principal and interest when due.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2024B Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the receipt and use of the Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public

accountants, showing the receipts and disbursements for account of the Revenues, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Purchaser is the Registered Owner of the State Bonds, each such audit will be supplied to the Purchaser as soon as completed without prior request therefor by the Purchaser.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Subsection Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(d) herein.

(e) In addition to the reporting requirements set forth in Subsection Section 4.1(d) above, the Issuer shall submit to the Purchaser within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Purchaser to the Issuer upon purchase of the Series 2024B Bonds.

If a Bondholder is other than the Purchaser, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the Series 2024B Project, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the Series 2024B Project as it may from time to time reasonably require.

(g) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the Series 2024B Project, or any part thereof or upon the Net Revenues, as well as any lawful claims which if unpaid might by law become a lien or charge upon the Series 2024B Project or the Net Revenues or any part thereof or which might impair the security of the Series 2024B Bonds, except when the Issuer in good faith contests its liability to pay the same.

(h) All payments falling due on the Series 2024B Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(i) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the Series 2024B Project.

(j) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(k) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2024B Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(l) The Issuer may consolidate the bills submitted for irrigation service with those submitted for water service, if applicable for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any irrigation bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all irrigation service to the irrigation user concerned to be cut off immediately. The Issuer shall reserve the right to reasonably adjust these billing procedures to protect the health and safety of customers or in response to a declared emergency or similar situation.

(m) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(n) The Issuer will not grant a franchise for the operation of any competing irrigation system within its corporate limits, as long as the Series 2024B Bonds authorized herein remain outstanding.

(o) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition

and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

Section 4.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Net Revenues senior to the pledge of Net Revenues for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Series 2024B Bonds out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default is existing under this Master Resolution on the date of authentication of such Additional Bonds, unless the Owners of all Outstanding Bonds have each consented to the issuance of such Additional Bonds despite the existence of an Event of Default.

(b) Net Revenues for the Bond Fund Year immediately preceding the proposed date of issuance of such Additional Bonds are at least equal to 125% of the Average Annual Debt Service Requirement on all Bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any Additional Bonds to the extent they are issued for refunding purposes and the Average Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Annual Debt Service for the Bonds being refunded therewith.

(c) All payments required by this Master Resolution to be made into the Bond Fund must have been made in full, and there must be in the Series 2024B Reserve Account the full amount required by this Master Resolution to be accumulated therein at such time.

ARTICLE V

MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to (i) pay principal or interest on the Series 2024B Bonds, when due and payable, or (ii) perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of Default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal and interest amount on the Series 2024B Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default

is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Net Revenues for purposes of applying said Net Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power, or remedy accruing upon a default shall impair any such right, power, or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power, or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2024B Bonds, no change, variation, or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Series 2024B Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2024B Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least seventy-five percent (75%) of the principal of Series 2024B Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2024B Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2024B Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2024B Bonds, the Bondholders of which

are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2024B Bonds then outstanding, without the consent of the Bondholders of all the Series 2024B Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal and interest on the Series 2024B Bonds authorized herein or to meet any obligation contained herein concerning the Series 2024B Bonds.

Section 5.4. Defeasance of the Series 2024B Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2024B Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Master Resolution and any and all estate, right, title, and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2024B Bonds) shall be cancelled and discharged.

Any Series 2024B Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2024B Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2024B Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof

(except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2024B Bonds).

Section 5.5. Sale of Series 2024B Bonds Approved. The sale of the Series 2024B Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 5.6. Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition of the Series 2024B Project.

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a “Notice of Public Hearing and Bonds to be Issued” (the “Notice”) to be posted as a Class A notice under Section 63G-30-102 (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City’s official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City, no less than fourteen (14) days prior to the hearing and has caused a copy of the Parameters Resolution to be kept on file in the office of the City Recorder for public examination during regular business hours at least thirty (30) days from and after the date of posting thereof. Such notice is hereby reaffirmed and approved. In accordance with the provisions of the Act and the Notice, a public hearing was held on October 1, 2024, to receive input with respect to the issuance of the Series 2024B Bonds and the potential economic impact that the Series 2024B Project will have on the private sector.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause, or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the governing body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.10. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Section 5.11. Effective Date of Resolution. This Master Resolution shall take effect immediately upon its approval and adoption.

Section 5.12. Counterparts. This Master Resolution may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

(SEAL)

HEBER CITY, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A

FORM OF STATE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
HEBER CITY, UTAH
IRRIGATION REVENUE BONDS, SERIES 2024B

Heber City, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner last named on the Registration Certificate attached hereto, on the Payment Dates specified below, the Total Amount set forth in the “Certificate of Dates of Payment and Amount” set forth at the end of this Bond (the “Certificate”), but in no event more than the maximum principal amount of \$[PAR] together with interest accruing on the unpaid principal balance from date of delivery of the Bonds, at the rate of one percent (___%) per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on May 1 of each year beginning May 1, 20__, with principal and interest payable beginning May 1, 20__. Principal, together with accrued but unpaid interest shall be payable in registered installments on May 1 of each of the years as set forth in the following Repayment Schedule:

Principal Installment Payment Date (<u>May 1</u>)	Principal <u>Payable</u>
---	-----------------------------

Except as provided in the following paragraph, principal and interest payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

As long as the _____ is the registered holder of this Bond, installment payments of principal and interest shall be made by check or draft mailed to the _____ as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment of Bond principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest and then to principal.

This Bond is payable solely from a special fund designated the “Heber City, Utah Irrigation Revenue Bond Fund” into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues, as defined in the Supplemental Master Resolution dated as of [October] 1, 2024 (the “Master Resolution”).

This Bond is issued by the Issuer pursuant to (a) the Master Resolution and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of (i) financing all or a portion of the costs of improvements to its irrigation system (the “System”) and all related improvements (collectively, the “Series 2024B Project”) and (ii) paying costs of issuance of the Series 2024B Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution).

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance, or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until these Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by its attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Master Resolution) have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Mayor and countersigned (by manual or facsimile signature) by its City Recorder under the corporate seal of said Issuer this _____, 2024.

(SEAL)

HEBER CITY, UTAH

By: _____ (Do Not Sign)
Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
City Recorder

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

Date of
Registration

Name of Registered Owner

Signature of
Bond Registrar

, _____

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the, _____ (the “_____”), hereby certifies that the Board has received written authorization from the City Recorder of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column “Total Principal Sum” is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Board Representative Signature</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

EXHIBIT B

FORM OF EXCHANGE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
HEBER CITY, UTAH
IRRIGATION REVENUE BONDS, SERIES 2024B

Interest Rate

%

Maturity Date

Issue Date

_____, 2024

Registered Owner: _____

Principal Amount: _____ Dollars

Heber City, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a 360 day year of twelve thirty day months). Interest installments shall be payable by check or draft mailed by the City Recorder of the Issuer (the “Paying Agent”), to the Registered Owner hereof beginning _____ and on each _____ thereafter until this Bond is paid in full. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ (\$____), issued in exchange for the conversion of the Issuer’s Irrigation Revenue Bonds, Series 2024B (the “Series 2024B Bonds”) dated October 31, 2024, in the total principal sum of \$[PAR] authorized by a Parameters Resolution of the Issuer duly adopted on September 3, 2024 authorizing a Supplemental Master Resolution dated as of October 1, 2024 (the “Master Resolution”). This Bond and the issue of Bonds of which it is a part is issued by the Issuer pursuant to (a) the Master Resolution and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of (i) financing all or a portion of the costs of improvements to its irrigation system (the “System”) and all related improvements (collectively, the “Series 2024B Project”) and (ii) paying costs of issuance of the Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Master Resolution) and

does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues (as defined in the Master Resolution) of the System.

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

This Bond is subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to one hundred percent (100%) of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Master Resolution, the Series 2024B Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that any resolution, ordinance or other enactment of the governing body of the Issuer applying the Net Revenues for the payment of the Bonds shall be irrevocable until the Bonds have been paid in full, and shall not be subject to amendment in any manner which would impair the rights of the holders of such Bonds or which would in any way jeopardize the timely payment of principal when due.

To the extent and in the respects permitted by the Master Resolution, the Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Master Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Heber City, Utah, but only in the manner, subject to the limitations and upon payment of the charges

provided in the Master Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited, and declared that all conditions, acts, and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues (as defined in the Master Resolution) have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed (by manual or facsimile signature) by its Mayor and countersigned (by manual or facsimile signature) by its City Recorder with the seal of said Issuer affixed, all as of this _____, 2024.

(SEAL)

HEBER CITY, UTAH

By: _____ (Do Not Sign)
Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
City Recorder

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of as it appears on the face of this Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

BOND PURCHASE AGREEMENT

\$[PAR]
HEBER CITY, UTAH
IRRIGATION REVENUE BONDS
SERIES 2024B

[_____, 2024]

Heber City
75 North Main Street
Heber City, Utah 84032

The undersigned, _____, its successors and assigns, (collectively, the “Purchaser”), offers to purchase from Heber City, Utah (the “Issuer”), all (but not less than all) of the \$[PAR] Irrigation Revenue Bonds, Series 2024B of the Issuer (the “Bonds”) for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the “Purchase Agreement”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment therefor (the “Closing”).

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to: (i) adopt the Resolution dated September 3, 2024 (the “Resolution”), (ii) execute and enter into a Master Resolution as supplemented by a Supplemental Master Resolution dated as of [October 1, 2024], (together the “Master Resolution”), (iii) enter into and perform this Purchase Agreement dated as of [_____, 2024] (the “Purchase Agreement”), and (iv) deliver and sell the Bonds to the Purchaser; (b) this Purchase Agreement, the Master Resolution, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (c) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Master Resolution, the Resolution and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors’ rights; and (d) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit,

restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Master Resolution, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Master Resolution or this Purchase Agreement.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Master Resolution); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Master Resolution in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes;

(v) The opinion of legal counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, and of Bond Counsel, and Municipal Advisor's fees. The Purchaser's counsel fees will be paid as a cost of issuance.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. This Purchase Agreement shall be governed by the laws of the State of Utah.

7. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

By:_____

Accepted on behalf of
HEBER CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$[PAR]
2. Purchase Price: \$[PAR]
3. Purchaser's Counsel Fee: \$_____
4. Accrued Interest: \$-0-
5. Interest Payment Dates: May 1 and November 1, beginning May 1, 20__
6. Dated Date: Date of delivery
7. Form: Registered Bonds
8. Closing Date: [_____, 2024] or as otherwise agreed upon
9. Redemption: The Bonds are subject to redemption as provided in the Master Resolution.

MATURITY SCHEDULE

Maturity (<u>May 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>
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Heber City Council Staff Report

MEETING DATE: 9/3/2024
SUBJECT: Ordinance 2024-21 Wasatch County Courts Zone Change (1361 US-40)
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community & Economic Development

SUMMARY

Wasatch County has applied to rezone the property of the Wasatch County Courthouse located at 1361 S US-40, Heber City, UT 84032. The current zoning is C-2 Commercial. The applicant is requesting to change the zone to the IPF, Institutional and Public Facilities Zone.

Policy Questions:

1. Should the City change the zoning of the Wasatch County Courts?

RECOMMENDATION

Staff recommends approval of Ordinance 2024-21 by the City Council as the Planning Commission has held a public hearing, taken public comment, and forwarded a positive recommendation of the zone change request to the City Council.

BACKGROUND

Wasatch County is currently going through the process of expanding the county courts located at 1361 US-40, Heber City, UT 84032. As a part of that process, the County has also applied to rezone this property from the C-2 Commercial Zone to the IPF Zone. The County has indicated a desire to rezone their properties within the city to a zone that is more conducive to the use and maintenance of public facilities.

DISCUSSION

C-2 Zoning

The current zoning of C-2 includes building design standards. The current addition has met those standards. However, Wasatch County is concerned about those requirements on future expansions.

IPF

The Institutional and Public Facilities (IPF) zone was created for government and other institutional buildings. This zone has fewer requirements for building design. The County feels that the IPF zone is better fitted for their use and potential additions, and will reduce the expense of future improvements.

General Plan

The General Plan identifies this property as South Town, with the following characteristics:

District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
South Town Center (STC)	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 scale needs of Wasatch County. Includes opportunities.

Process

Section 18.12.120 Requires that the Planning Commission hold a public hearing and forward a recommendation to the City Council, where the City Council can take action of the request.

Staff Finding: Consistent. A public hearing was held for this item on July 23rd 2024 by the Planning Commission, and the Planning Commission has made a positive recommendation.

Zone Changes should accomplish the following:

1. The proposed amendment would further the purpose and intent of this title; **Staff Findings: Consistent.** The IPF Zone is intended for public facilities such as the Courts.
2. The proposed zoning amendment is consistent with the general plan; **Staff Findings: Consistent.** The County Courts is a regional office use providing services to the public.
3. 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. **Staff Findings: Consistent.** The General Plan outlines the goals of Jobs and Economic Growth in the South Town District. The Court facility provides jobs and services for residents, and the future expansions will allow for additional jobs generation. The proposed zoning will help to allow for job growth by reducing the cost of development and burden on public funds.

FISCAL IMPACT

N/A

CONCLUSION

Wasatch County is seeking a zone change from C-2 Commercial to Institutional and Public Facilities (IPF) to aid in the future growth of the Courts. The IPF zone was created for public buildings. Staff is recommending the City Council approve the requested zone change as the Planning Commission has held a public hearing and forwarded a positive recommendation with the following findings and conditions:

Findings

1. The Planning Commission held a public hearing on July 23, 2024, at which there were no public

comments made.

2. The Planning Commission forwarded a positive recommendation on July 23, 2024.
3. The Proposed Amendment is consistent with Section 18.12.120.
4. The Proposed Amendment is consistent with the General Plan.

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 2024-21 Wasatch County Courts Zone Change** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2024-21 Wasatch County Courts Zone Change** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **Ordinance 2024-21 Wasatch County Courts Zone Change** 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 2024-21 Wasatch County Courts Zone Change** with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Ord 2024-21 Council Presentation
2. Ord 2024-21 Wasatch County Courts Zone Change
3. Wasatch County Courts Current Zoning 7.11.2024
4. Wasatch County Courts Proposed Zoning 7.11.2024



Ordinance 2024-21

Wasatch County Courts Zone Change

Date: 9/3/2024

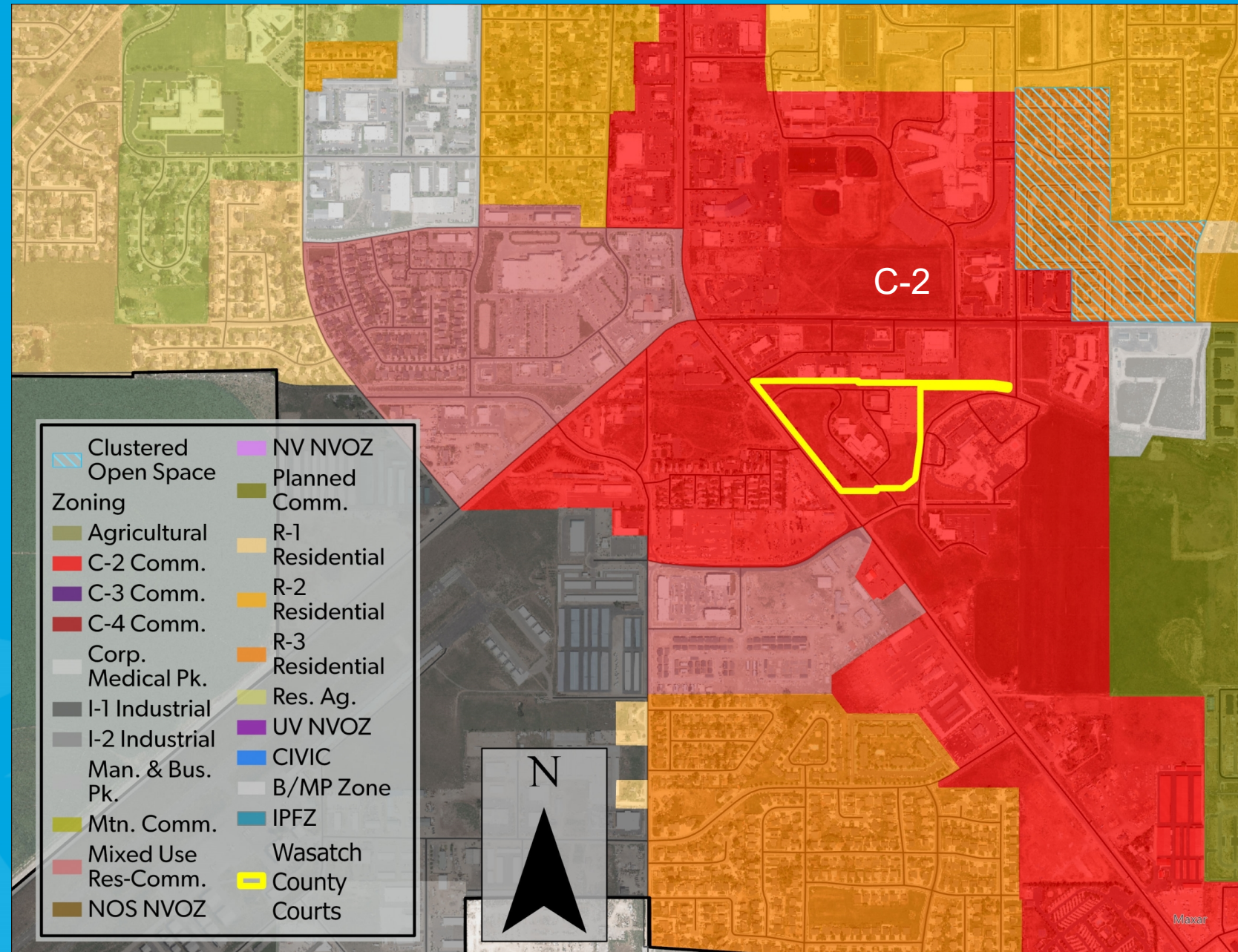
Summary

- Wasatch County has requested to change the zone of the Wasatch County Courts located at 1361 US-40 from the C-2 Commercial Zone to IPFZ Institutional and Public Facilities Zone
- Policy Question:
 - Should the City Council approve the zone change of property located at 1361 S US-40, Heber City, UT 84032 from the C-2 Commercial Zone to the IPFZ Institutional and Public Facilities Zone.

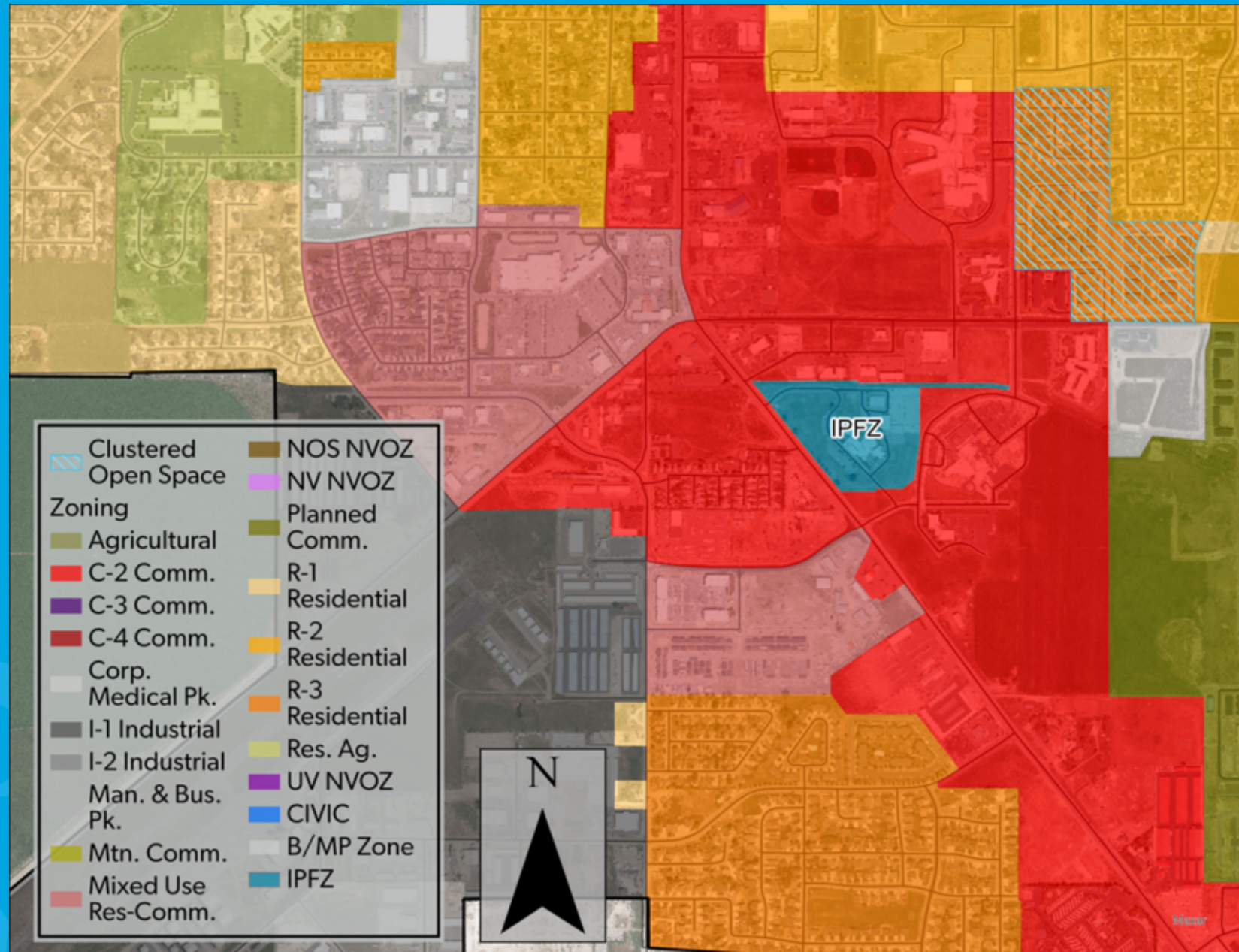
Staff Recommendation

- Staff recommends approval of Ordinance 2024-21 by the City Council as the Planning Commission has held a public hearing, taken public comment, and forwarded a positive recommendation of the zone change request to the City Council.
- Planning Commission held a public hearing on July 23rd, 2024 and forwarded a positive recommendation. No public comments were made.

Location and Current Zoning



Proposed Zoning



Background

- Wasatch County is currently going through the process of expanding the county courts located at 1361 US-40, Heber City, UT 84032. As a part of that process, the County has also applied to rezone this property from the C-2 Commercial Zone to the IPF Zone. The County has indicated a desire to rezone their properties within the city to a zone that is more conducive to the use and maintenance of public facilities.



Zoning

- Staff finds that the proposed amendment is consistent with the Zoning code as the IPFZ Zone is intended for public facilities such as the County Courts.

General Plan

- General Plan Designation: **South Town Center**

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.
---------------------------	---	--	---

- Staff finds that the requested change to the IPFZ Zone is consistent with the General Plan as the County Courts are a Regional Office use providing services to the general public.

Conclusion

- Wasatch County is seeking a zone change from C-2 Commercial to Institutional and Public Facilities (IPF) to aid in the future growth of the Courts. *The IPF zone was created for public buildings.* Staff is recommending the City Council approve the requested zone change as the Planning Commission has held a public hearing and forwarded a positive recommendation with the following findings and conditions:

Findings

1. The Planning Commission held a public hearing on July 23, 2024, at which there were no public comments made.
2. The Planning Commission forwarded a positive recommendation on July 23, 2024.
3. The Proposed Amendment is consistent with Section 18.12.120.
4. The Proposed Amendment is consistent with the General Plan.



Ordinance 2024-21

Wasatch County Courts Zone Change

Date: 9/3/2024

ORDINANCE NO. 2024-21

AN ORDINANCE AMENDING THE IPF ZONE TO INCLUDE PROPERTY LOCATED AT APPROXIMATELY 1361 US-40.

WHEREAS, the City Council of Heber City finds that the proposed zone change is consistent with the Heber City Envision 2050 General Plan.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, are hereby rezoned to the Institutional and Public Facilities Zone.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2024.

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

APPROVED:

Mayor Heidi Franco

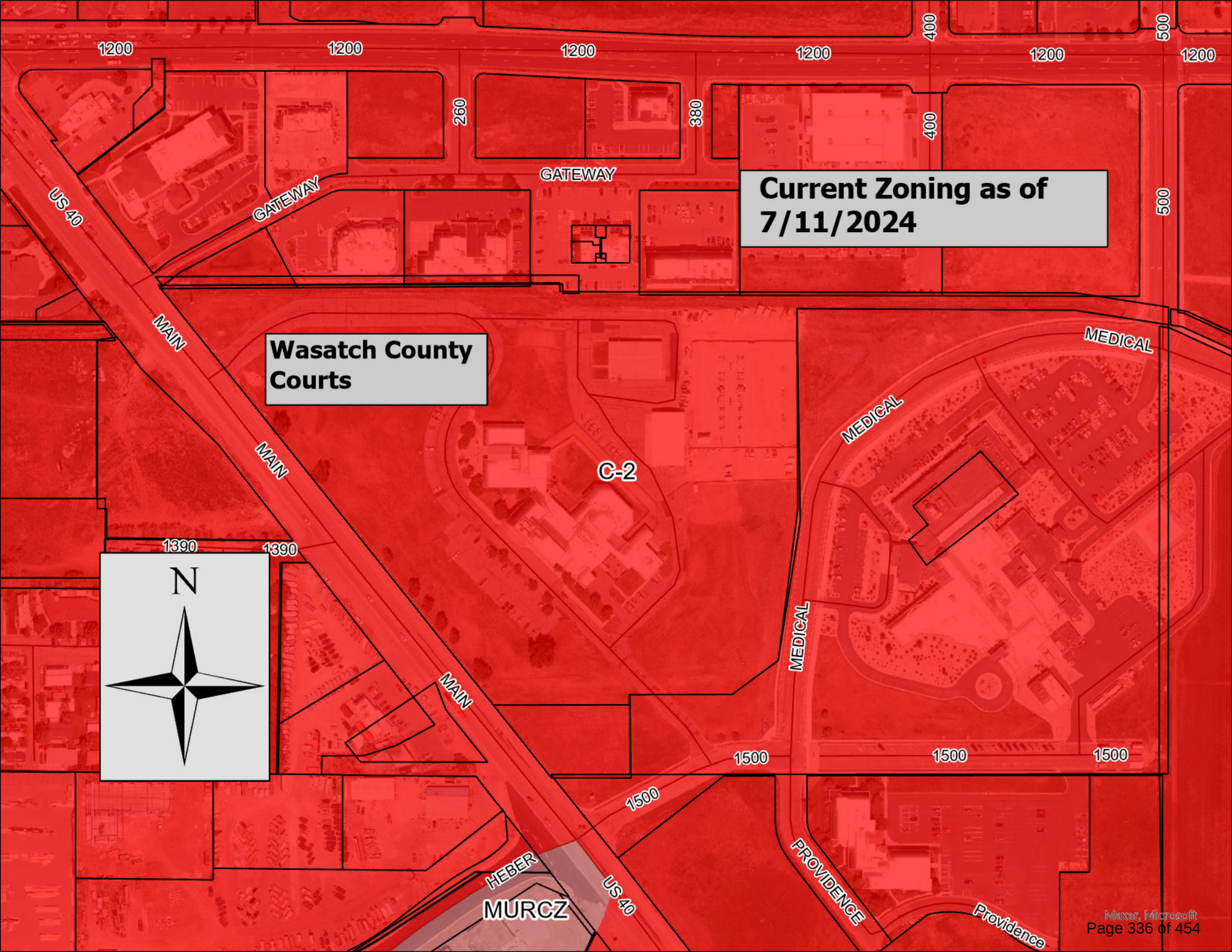
ATTEST:

RECORDER

Date: _____

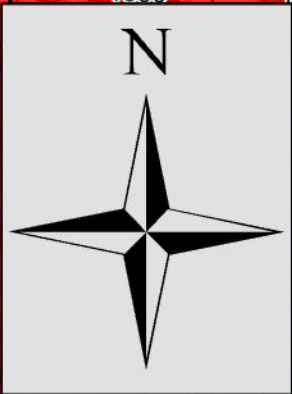
EXHIBIT A

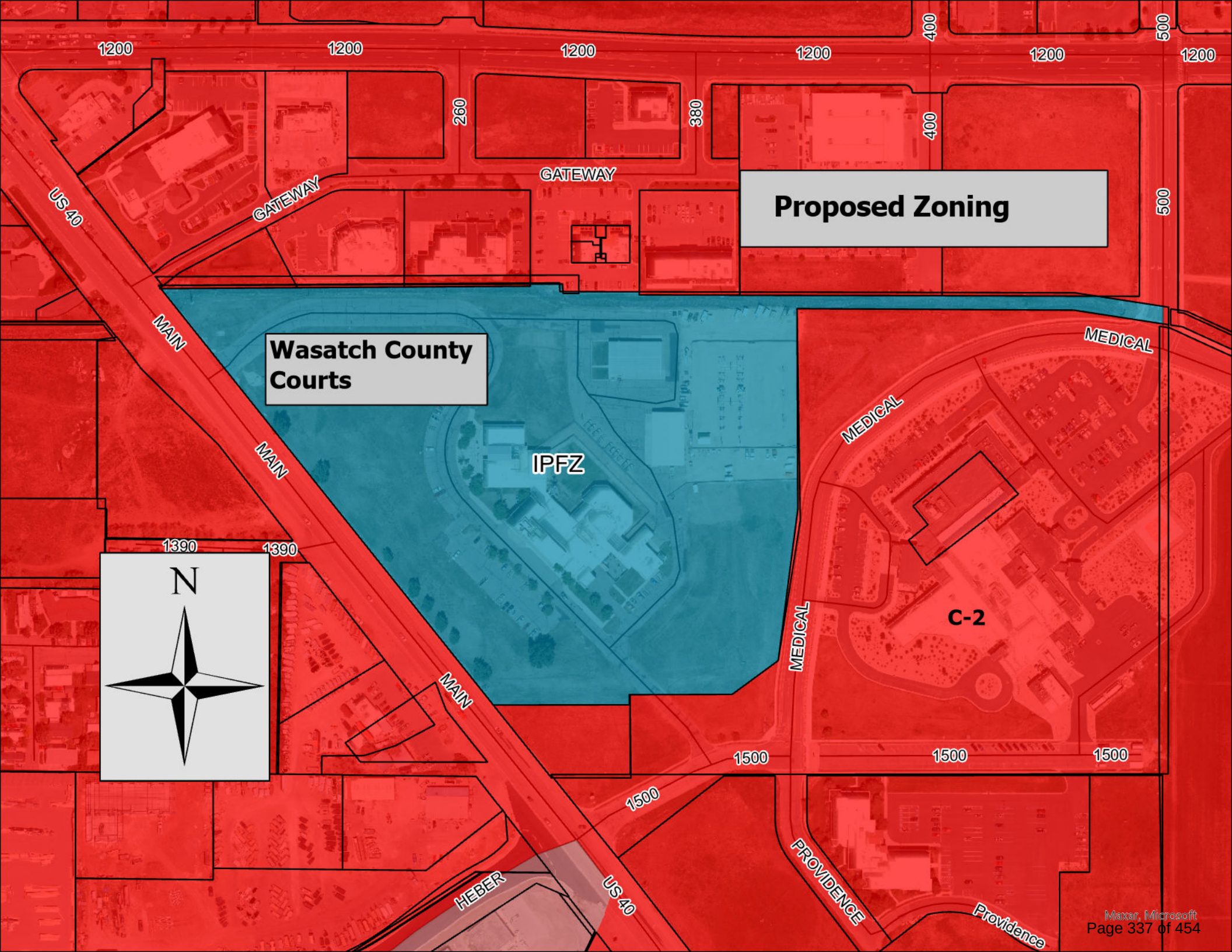
Parcel ID: 00-0022-0578, Lot 1 of Intermountain Health Care First Amendment Subdivision



**Current Zoning as of
7/11/2024**

**Wasatch County
Courts**





Proposed Zoning

**Wasatch County
Courts**

IPFZ

C-2

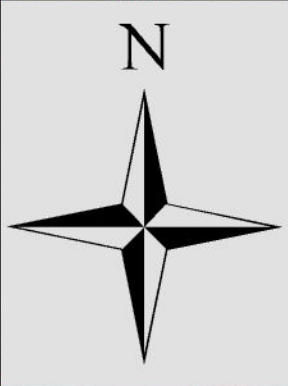
1500

1500

1500

1390

1390





Heber City Council Staff Report

MEETING DATE: 9/3/2024
SUBJECT: Central District Tour and Field Trip/Overlay Zone
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In late 2023 the Heber City Council approved the Envision Central Heber vision and immediately pivoted to drafting the code changes that would facilitate the Vision's intended outcomes. Envision Central Heber focused on three areas of the city; mainstreet, the central neighborhoods located to the east and west of mainstreet, and the Arts and Recreation District, encompassing the area located around the Heber Valley Railroad. One of the key ordinances needed to facilitate the Envision Central Heber Vision is the Central Heber Overlay Zone (CHOZ). Due to the importance of the CHOZ ordinance, staff is strongly suggesting that the Council and Planning Commission invest time in a walking tour of Heber's downtown and a short field trip to view Provo City's central neighborhoods and the Sugar House area. Its believed the walking tour and field trip would provide important context and discussion that would only help to improve the quality of the CHOZ ordinance.

RECOMMENDATION

The council participates in a walking tour and field trip for the purpose of improving the CHOZ ordinance.

BACKGROUND

On December 5, 2023, Heber City adopted the Envision Central Heber update to the General Plan. A General Plan serves as the guiding policy document for the City. It can be thought of as a north star that guides the City in future zoning ordinance amendments and decisions.

To realize the Envision Central Heber Vision, the City needed to adopt revisions to the zoning ordinance. To this end, the City hired People & Place (John Janson) to draft the CHOZ ordinance. The CHOZ, as currently drafted, includes standards for development in Central Heber. These standards include area, density, setback distances, height, architecture, landscaping,

parking, screening, etc. A draft of CHOZ has been completed, and the Planning Commission was scheduled to begin review of CHOZ ordinance in early September. Staff feels the process should be slowed to include the suggested walking tour and field trip.

DISCUSSION

The CHOZ ordinance is an important tool for realizing the Envision Central Heber Vision. Getting the ordinance language right is therefore critical in guiding the type of redevelopment that will likely take place in the Central District area. Complicating the task of dialing in the CHOZ ordinance, is understanding the economic forces that will greatly influence the future of the Central District. These economic forces include dramatic increases in property acquisition costs, interest rates, and material costs. Other economic forces include an aging housing stock and an increase in rental properties and absentee property owners who choose not to maintain their properties. Ordinance language must consider the impact of these invisible economic forces; otherwise, the final ordinance language will likely not achieve intended outcomes.

The walking tour route would be strategic and include several stops to hear from subject-matter experts on downtown redevelopment related issues, such as historic preservation, economics, and architectural control. The field trip is also intended to assess the results of similar policy decisions made in nearby downtowns. Learning from those communities who have preceded us can greatly improve the quality of decisions and policies that will ultimately be included in the CHOZ ordinance.

It's hoped the walking tour and field trip can be completed in the first half of September.

FISCAL IMPACT

Minor costs related to completing a waking tour and field trip to Provo Clty and Sugar House area.

CONCLUSION

Investing time in the downtown tour and related field trip can only improve the quality of the final CHOZ ordinance. It's critical that the CHOZ ordinance be well vetted prior to its adoption.

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

1. 2023 General Plan Update 101224 SMALL

Heber City Envision 2050

General Plan

Updated December 05, 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

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Jocelyn Lujan

Jim Mortensen

Larry Newhall

Matt Parker

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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

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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.

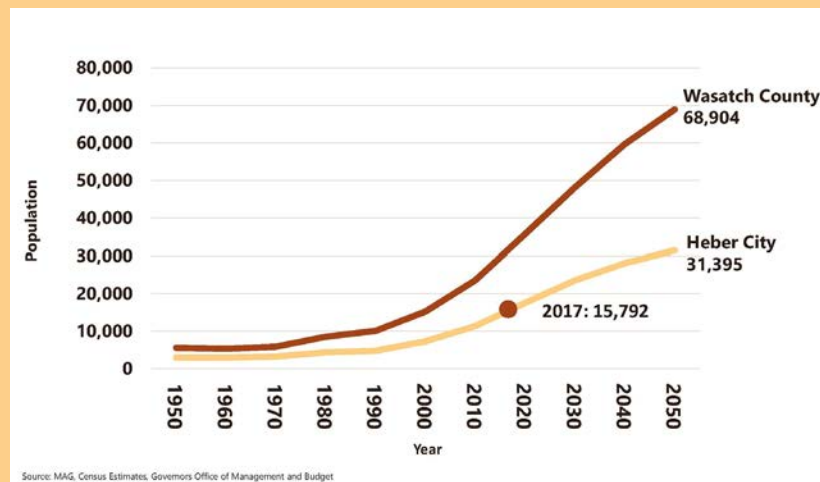
Heber City is located in a beautiful rural setting, but the growth that is being planned in areas beyond the community threatens the values that residents hold dear. They value open space, the rural atmosphere and the small town feel. These values could be compromised by the influx of new development 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

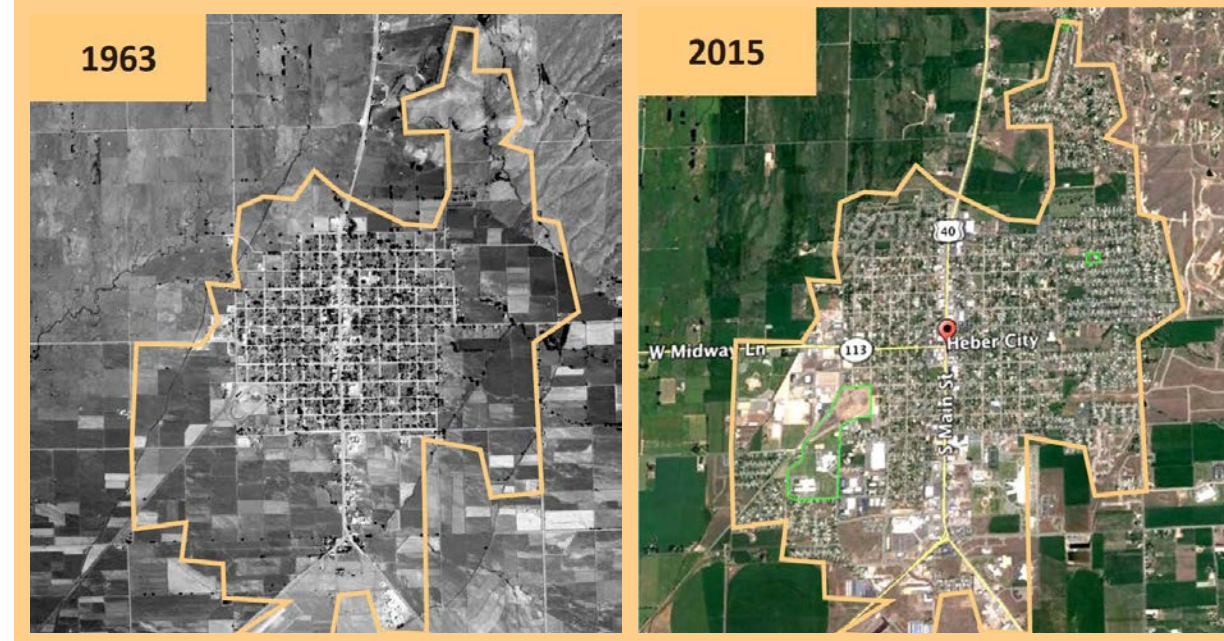
30,000 residents. And growth is nothing new to the City. A 2018 Salt Lake Tribune article noted that for the second year in a row, Heber ranked No. 1 for growth among the nation's smaller "micropolitan areas," with populations between 10,000 and 50,000. Growth is a part of Heber's past, present and future.

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.

Heber City: Growth in Recent Decades



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

37%

Some College

21%

High School Graduate

21%

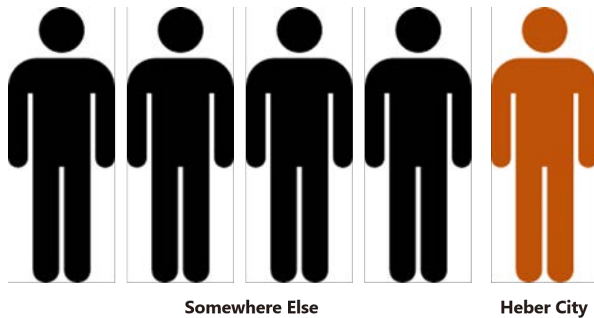
Bachelor's/Grad/Prof Degree

Source: ESRI/American Community Survey

Issues Surrounding Growth

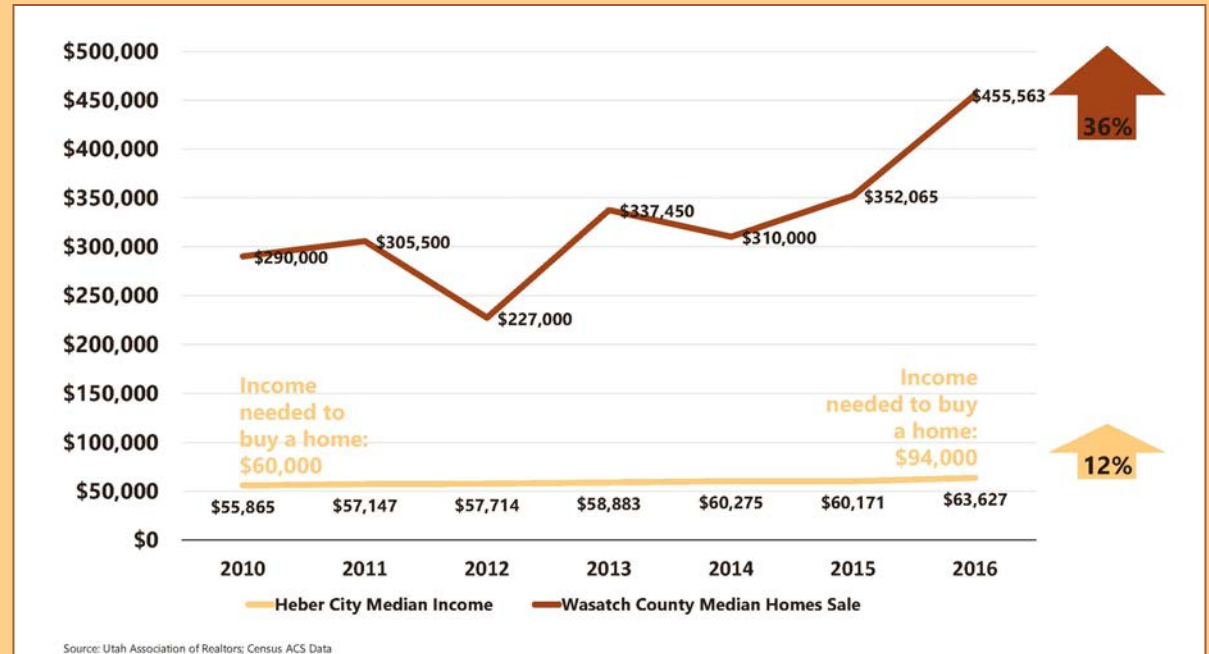
As the major regional hub for Wasatch County, Heber is central to many issues facing the greater area. The location, within a short drive of two major ski resorts with a third under construction, is in an area brimming with world class, year-round outdoor recreational opportunities, yet it is not far 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.

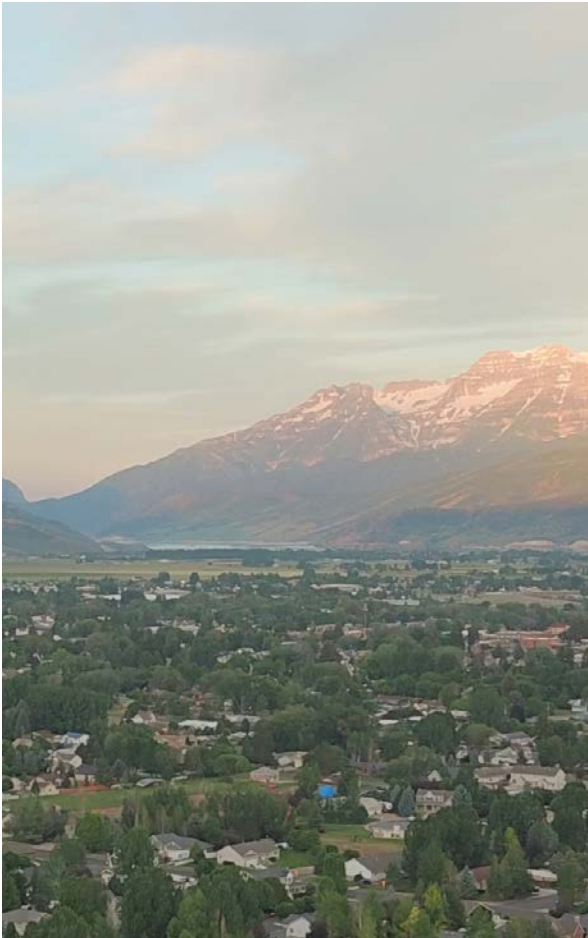
Heber City’s visioning process, Envision Heber 2050, described in Chapter 2, was a grassroots conversation about the future of the City. It provided an opportunity for Heber City residents to explore issues surrounding Heber’s future and, in that context, conceptualize together the future they want to 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

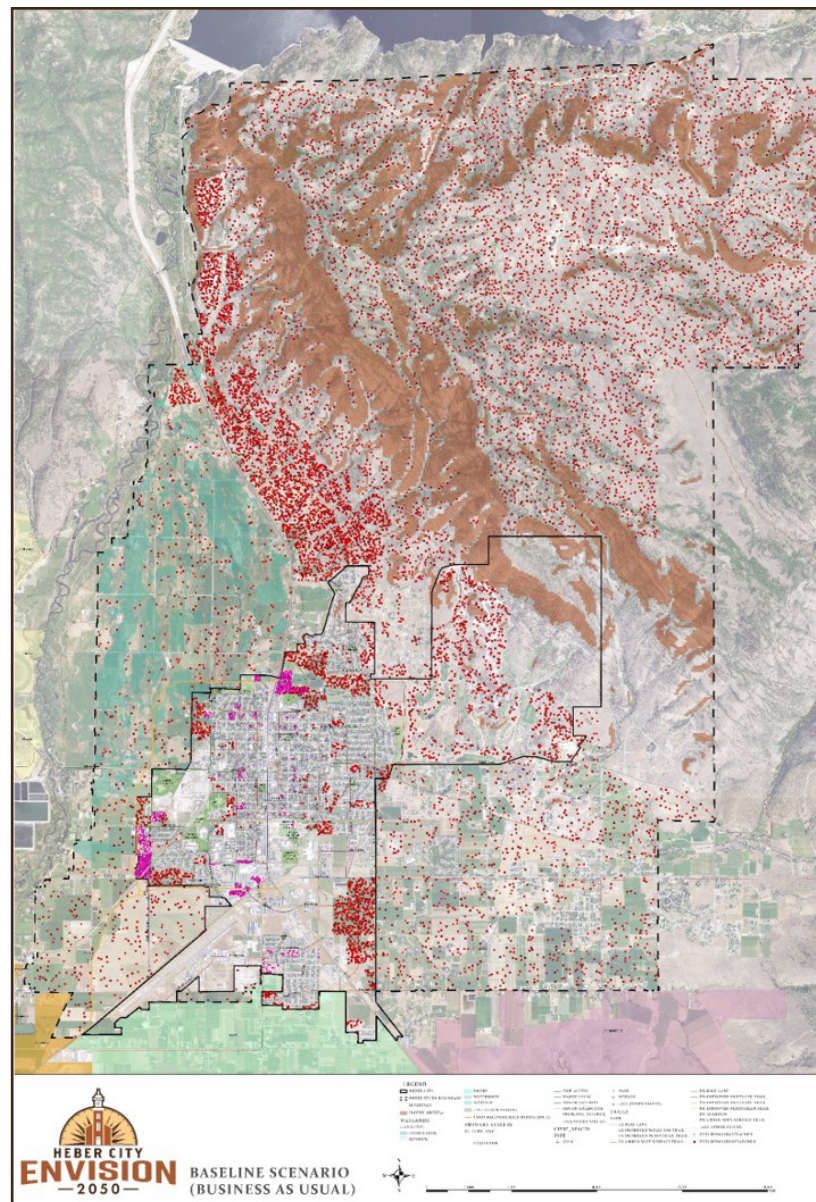
While the visioning process was a public process, it was also a scenarios process, which built a range of potential futures based on various conventional trends (trend scenario) and the public's ideas (alternative scenarios) and compared them, to explore the long-term consequences of the choices they 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:

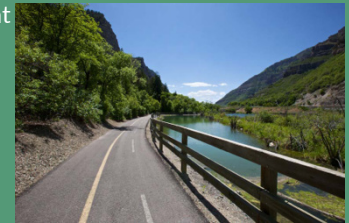
1. Open Space/Rural Character Preservation

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

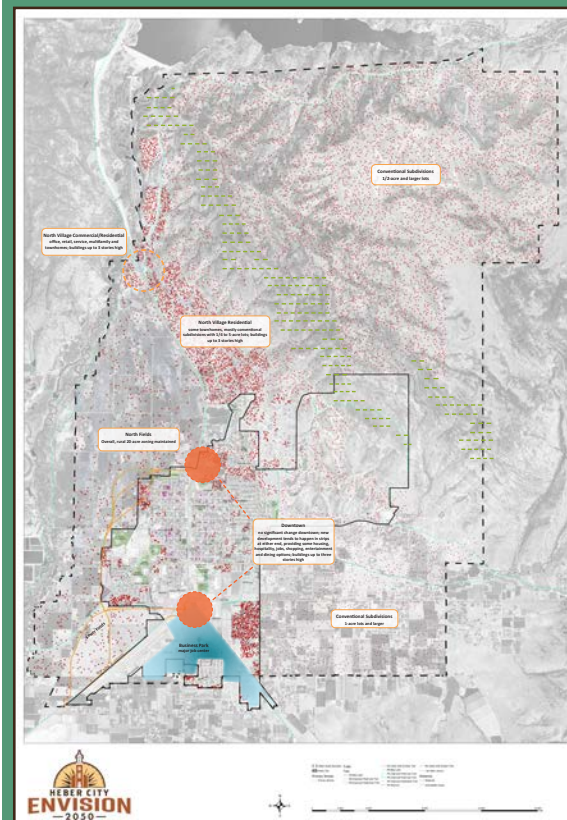
Components that best define “small town”

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

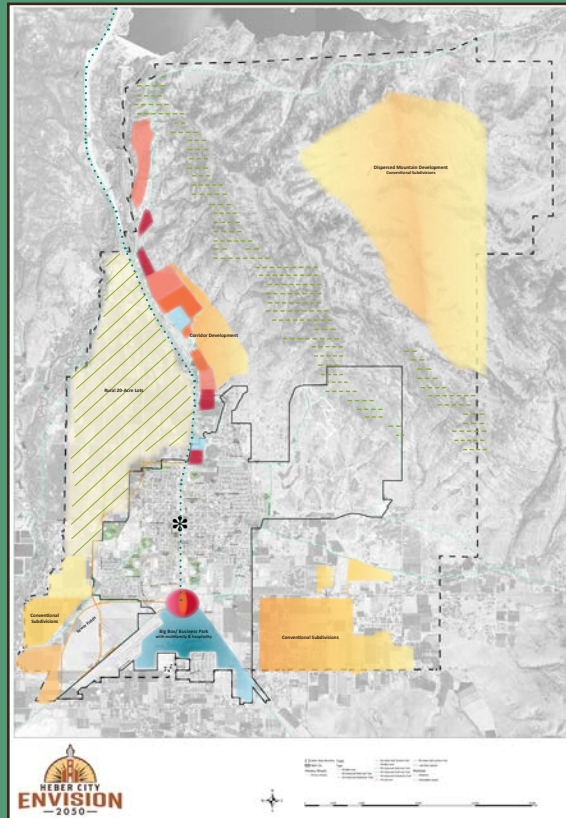


Scenario A:
Bedroom Community (Baseline Projection)

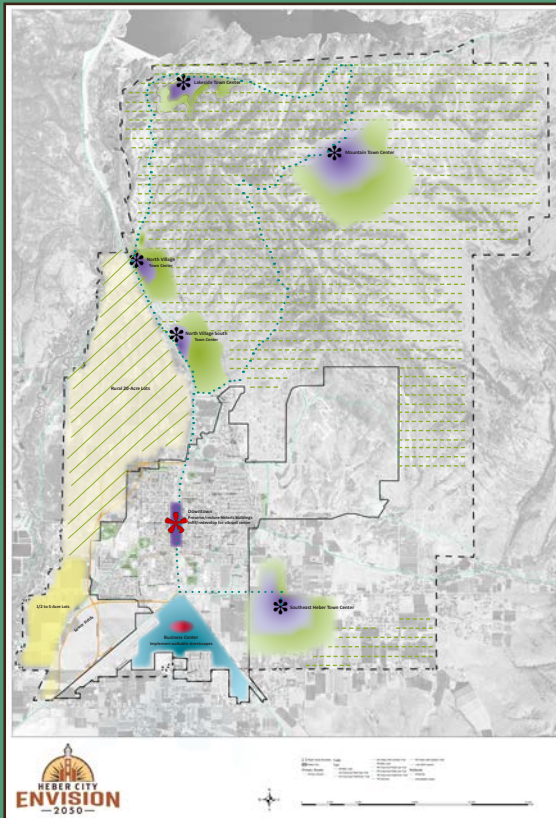
Public Preferences: What Did We Learn?

Overall, 76% of residents preferred Scenario C or Scenario D, with only 24% preferring the

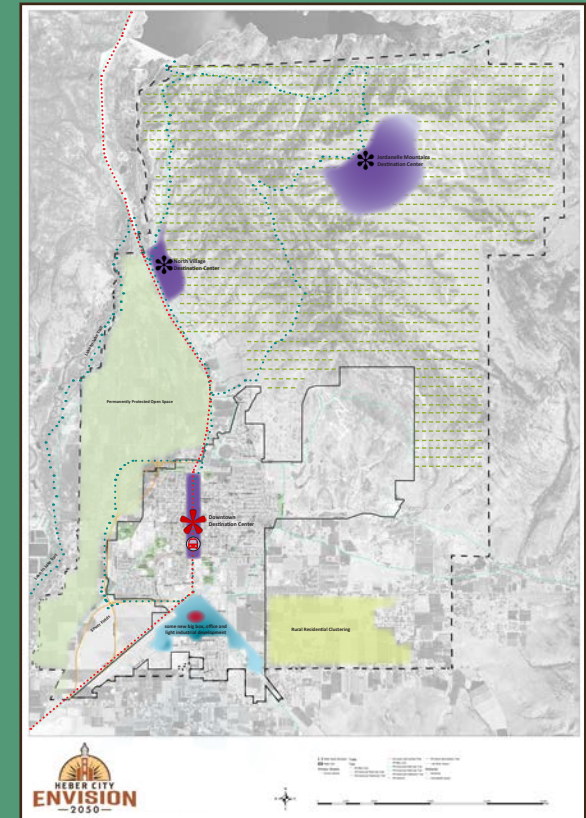
Scenarios Created with Ideas from the Public



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

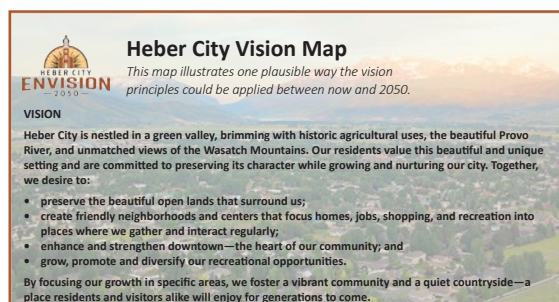
that preserves its open lands and creates vibrant centers for living and working.

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:

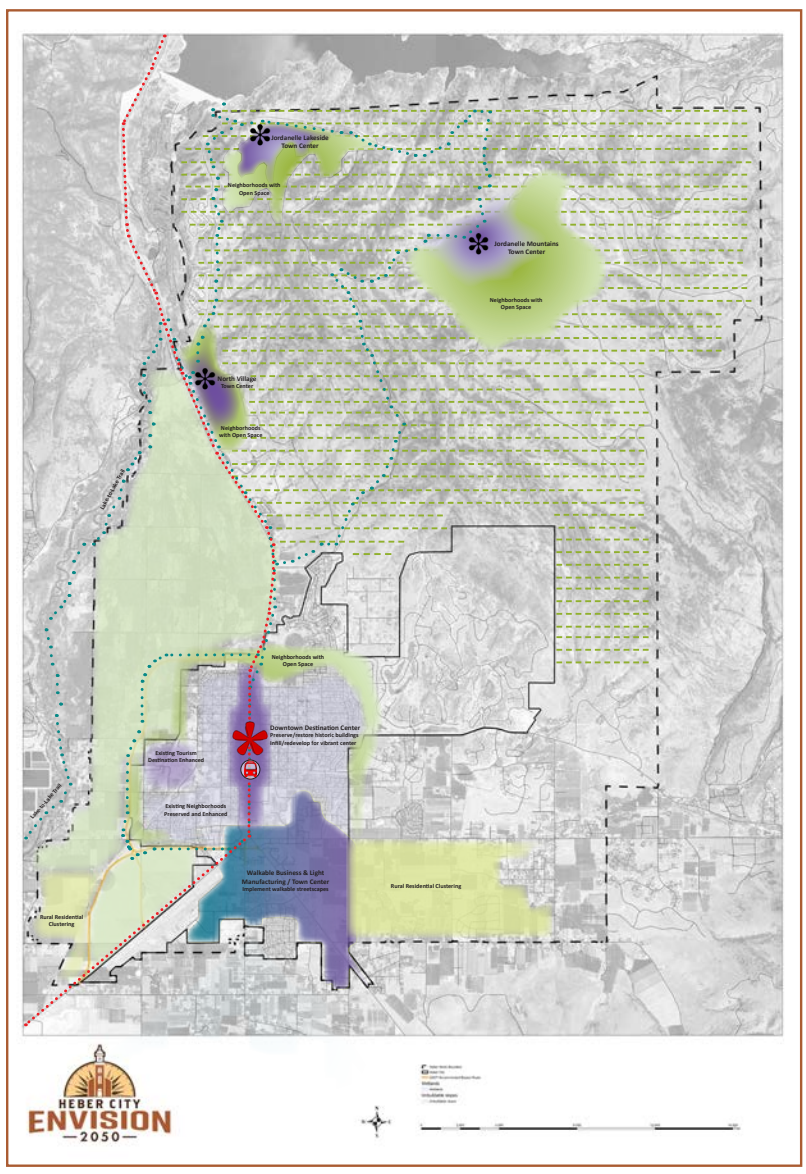
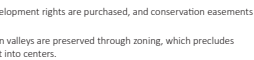
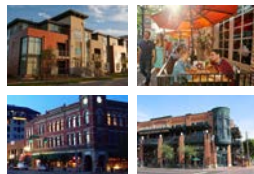
North and South Fields are permanently protected. Land or development rights are purchased, and conservation easements are placed, precluding future development.

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)





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.



3: FUTURE LAND USE



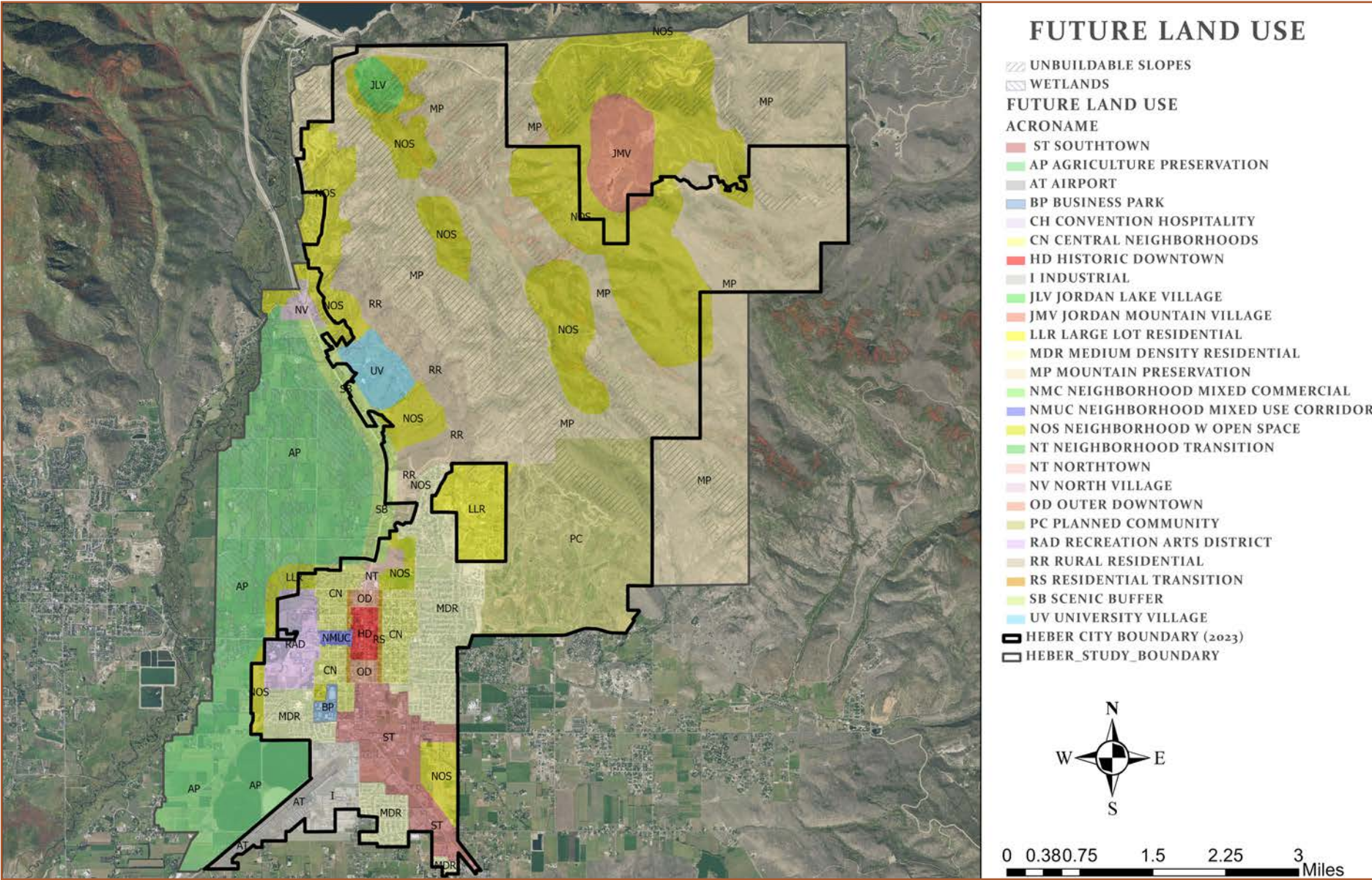
Future Land Use Map and Definitions

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, with options for detached ADUs, flag lots Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, along 100 South	3-8 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly. 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 the ONE 100 Diner. The building is constructed of brick with a dark grey horizontal band across the middle. The entrance features a bright red door and large glass windows. A sign above the entrance reads "ONE 100 DINER". To the left, a red circular sign 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

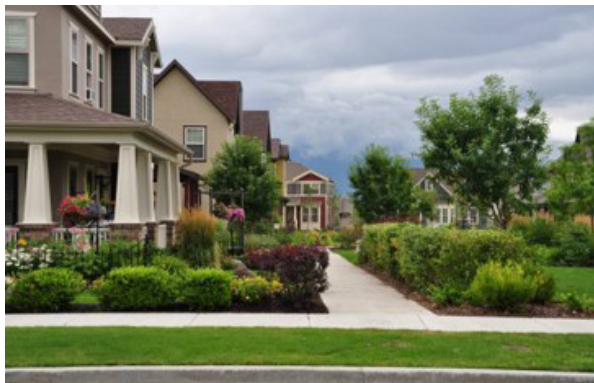
91 units | 4,000-6,500 sq ft lots
single family | rowhomes | multifamily
2-acre park & plaza



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,

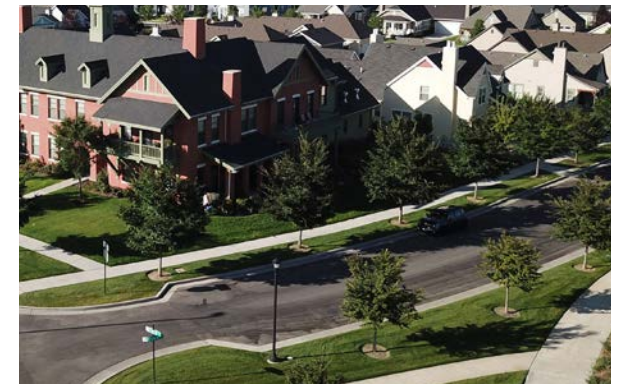


Jordanelle Lakeside and North Village

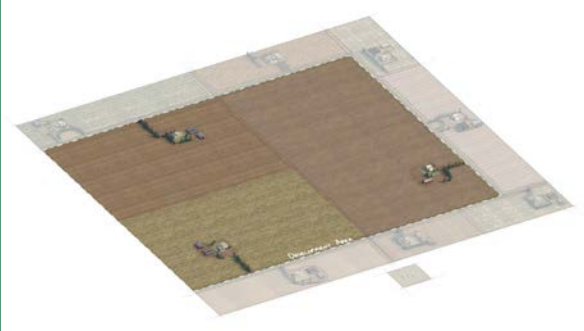
- a. Create walkable, compact neighborhoods with significant natural open space and mountain-themed village town centers.
 1. Create design standards for interesting “mountain modern” residential architectural features.
 2. Promote deed restricted workforce housing in the villages and inclusionary affordable 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?

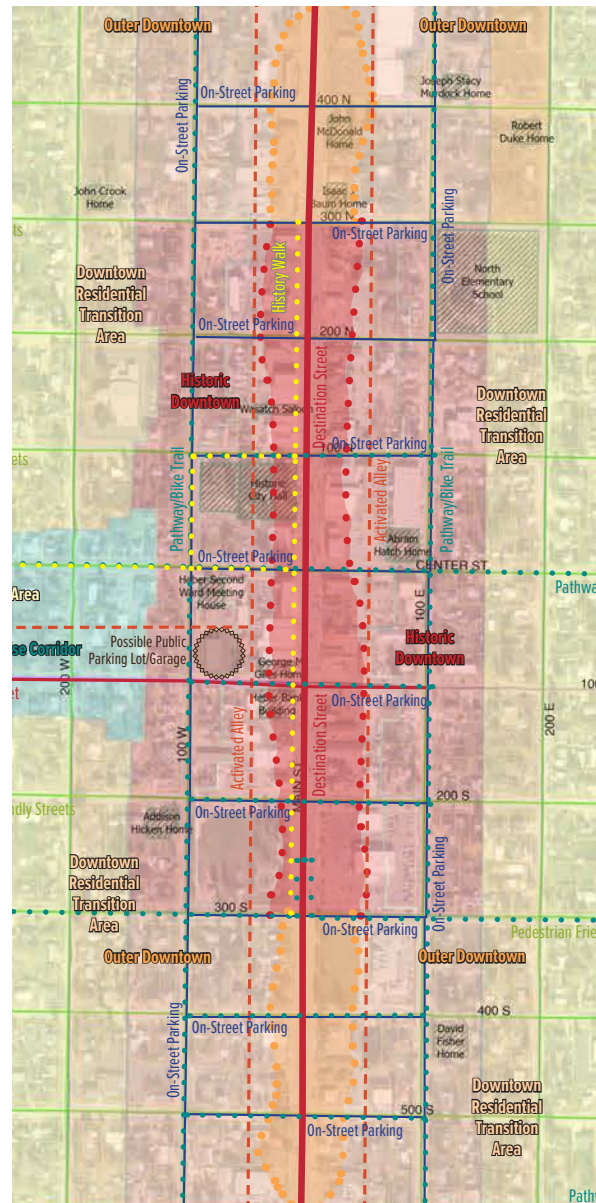
78% of recent survey respondents selected scenarios featuring **centers** and **open space**.

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

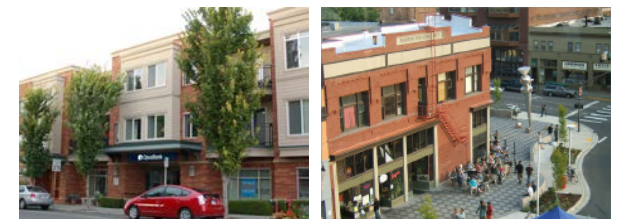
Historic Downtown & Outer Downtown

- 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



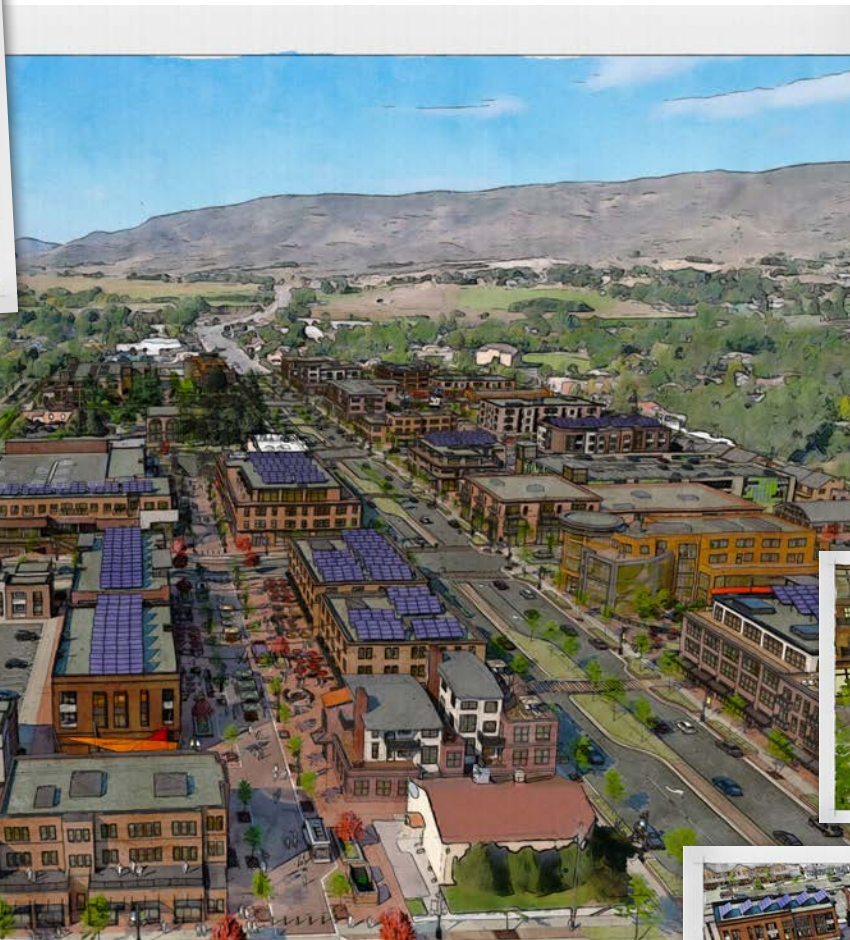
Before and After: Heber's Downtown District Vision Concept

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

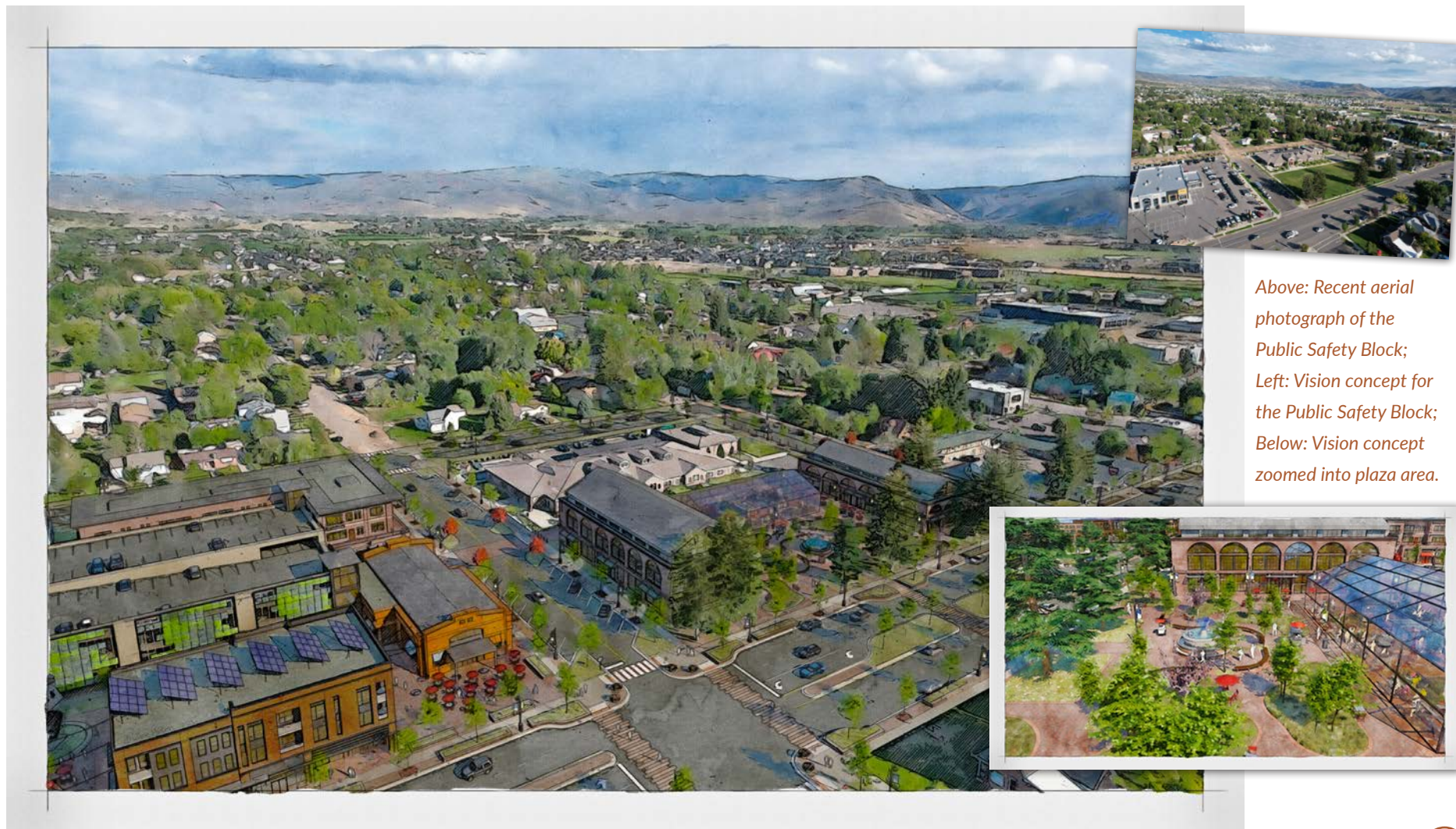
We reflect on, remember, and celebrate Heber's heritage at Civic Center Block, highlighting the historic tabernacle and theater, daylighting Lake Creek, and creating interpretive elements commemorating our history. This space is also the center of our history walk, which runs along Main Street and then 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.



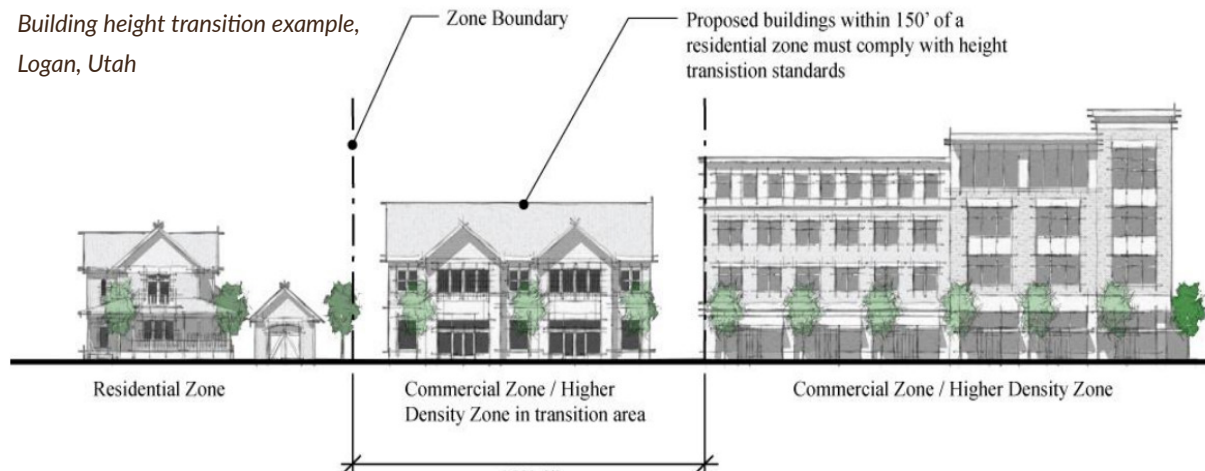
*Above: Recent aerial photograph of the Public Safety Block;
Left: Vision concept for the Public Safety Block;
Below: Vision concept zoomed into plaza area.*



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



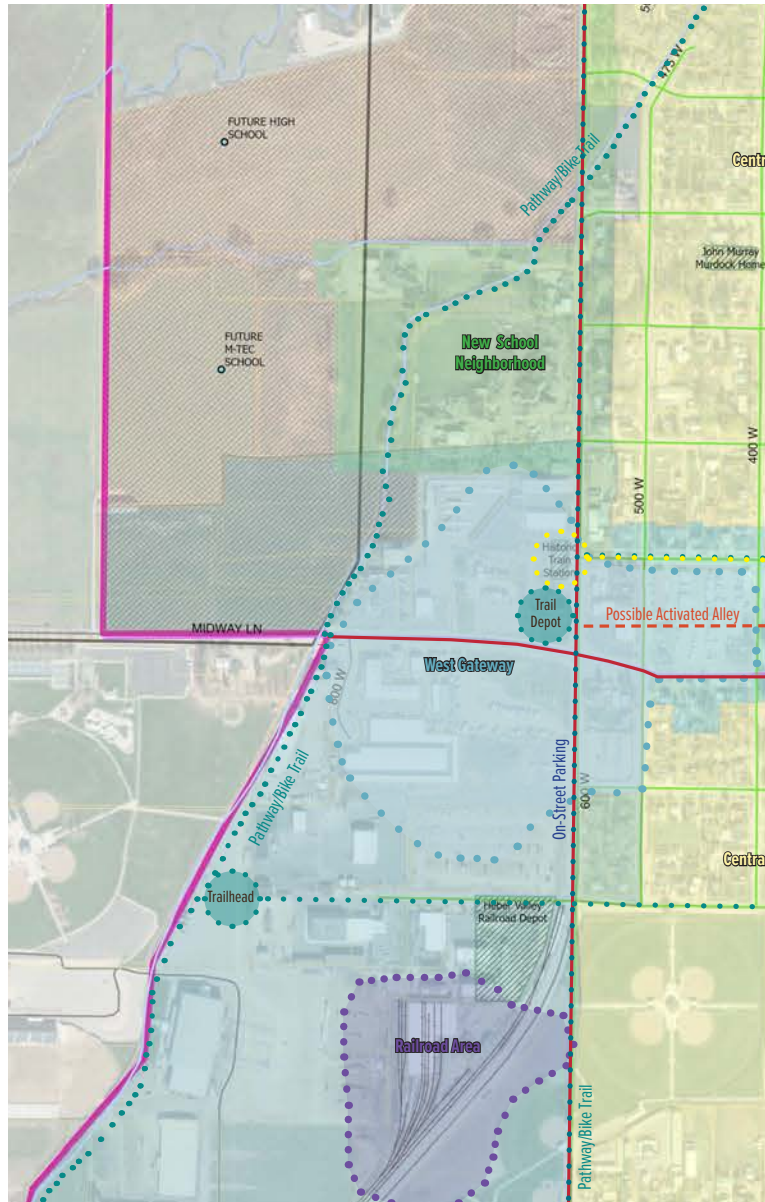
Public art adds interest along the sidewalk

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)

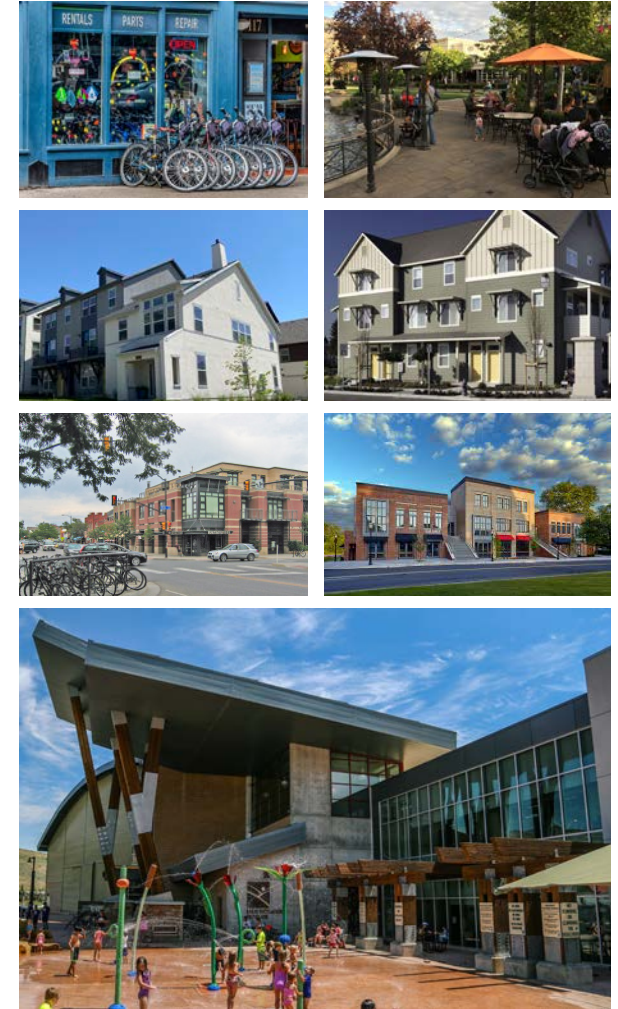
Railroad Area

- 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

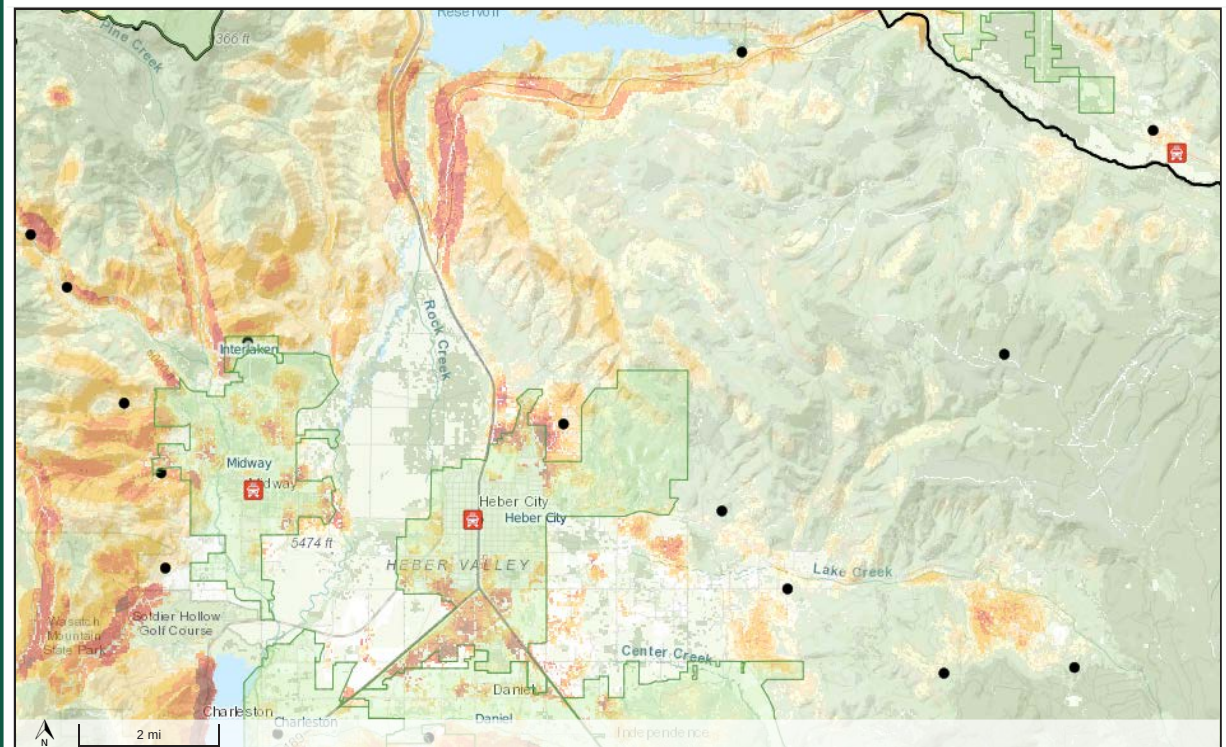
support a coordinating council to manage a Countywide system of open spaces and trails, with a designated staff person and/or consider creating a non-profit organization/trust for this purpose.

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.

Wildfire Risk

Source Utah DNR Wildfire Risk Assessment

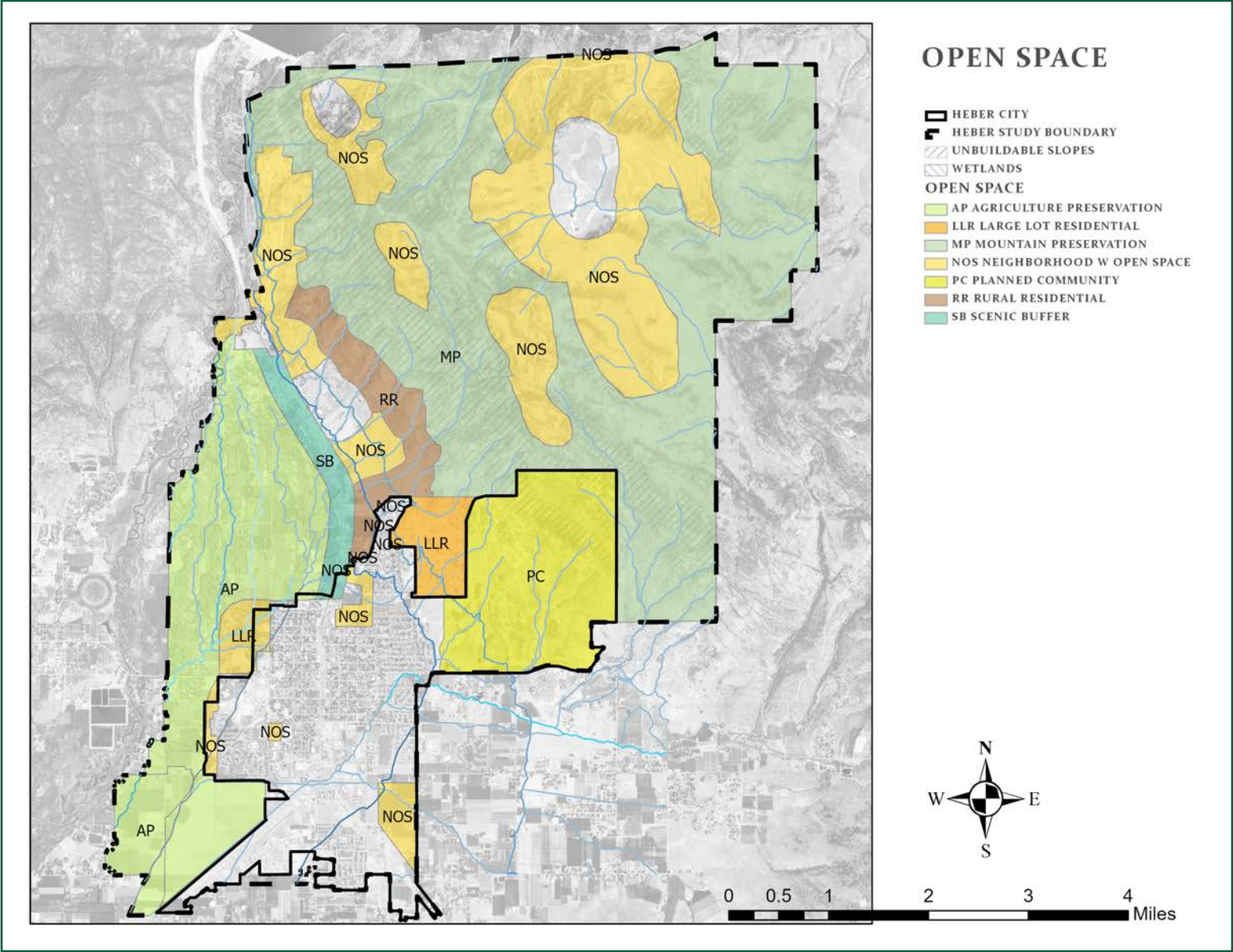


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Wildfire Risk Assessment Portal
<http://wildfirerisk.utah.gov>

The user assumes the entire risk related to their use of the Wildfire Risk Assessment Portal and either the published or derived products from these data. UTAH DNR is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will UTAH DNR be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.







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

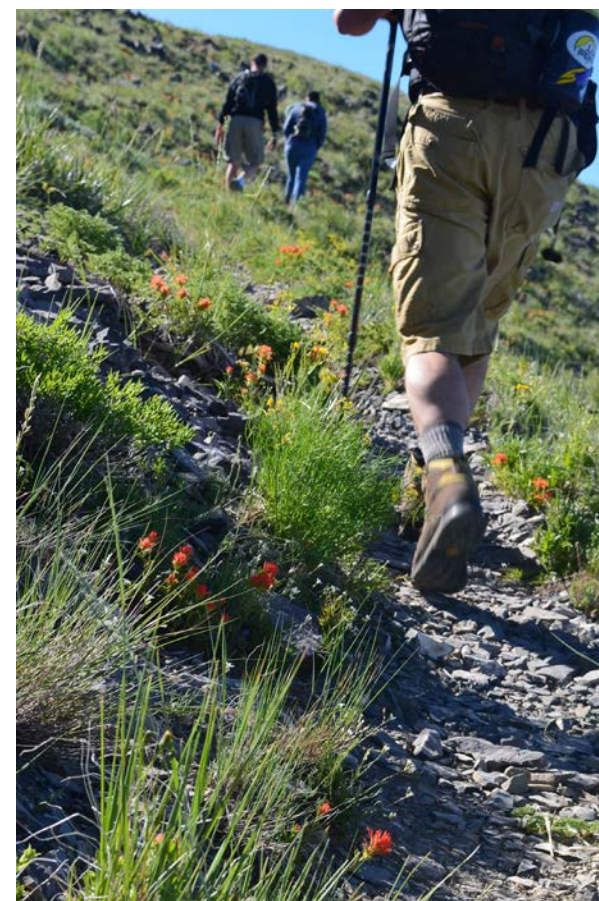
natural areas from their front door.

- 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.

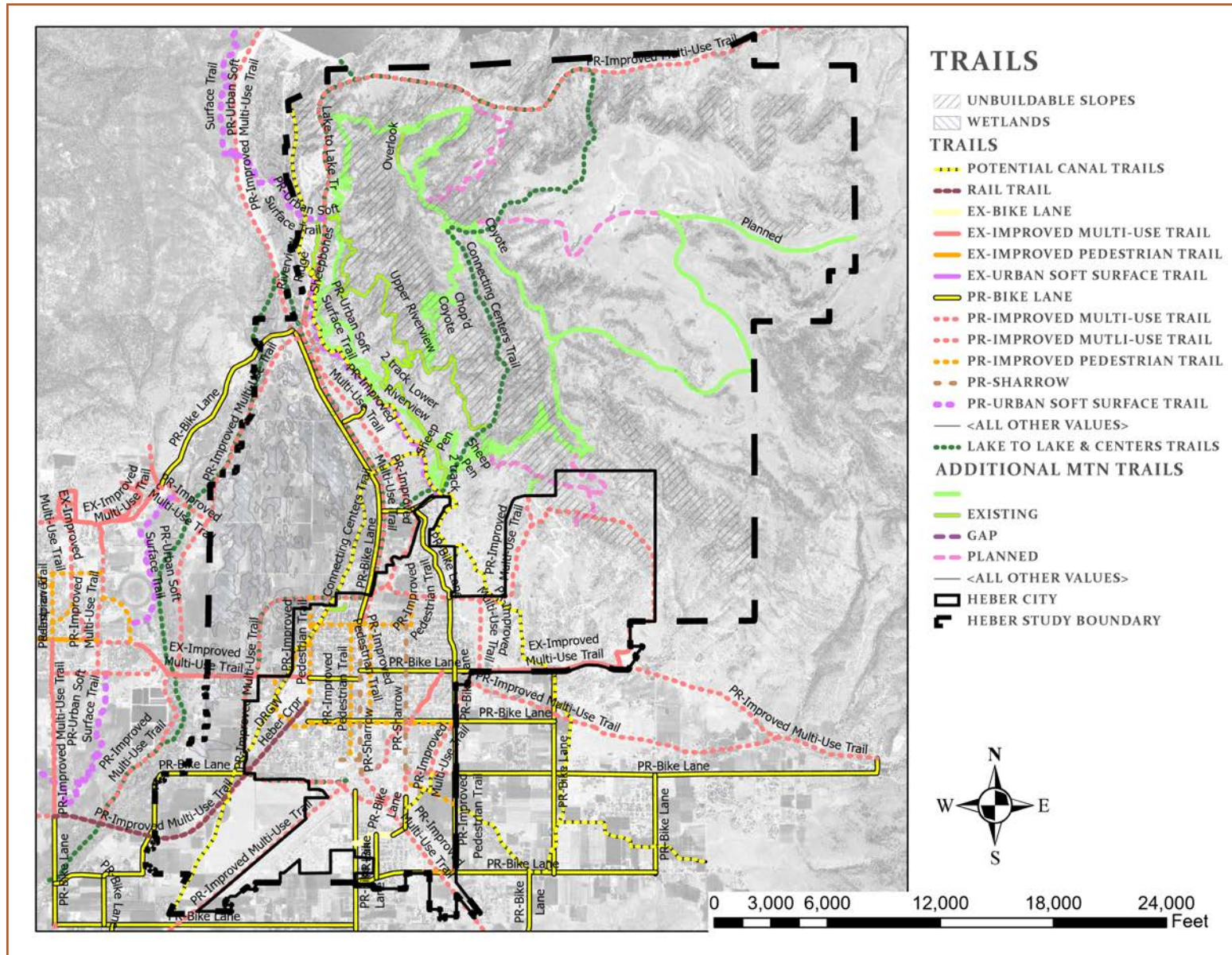
Strategies - Evolving Heber's Park System

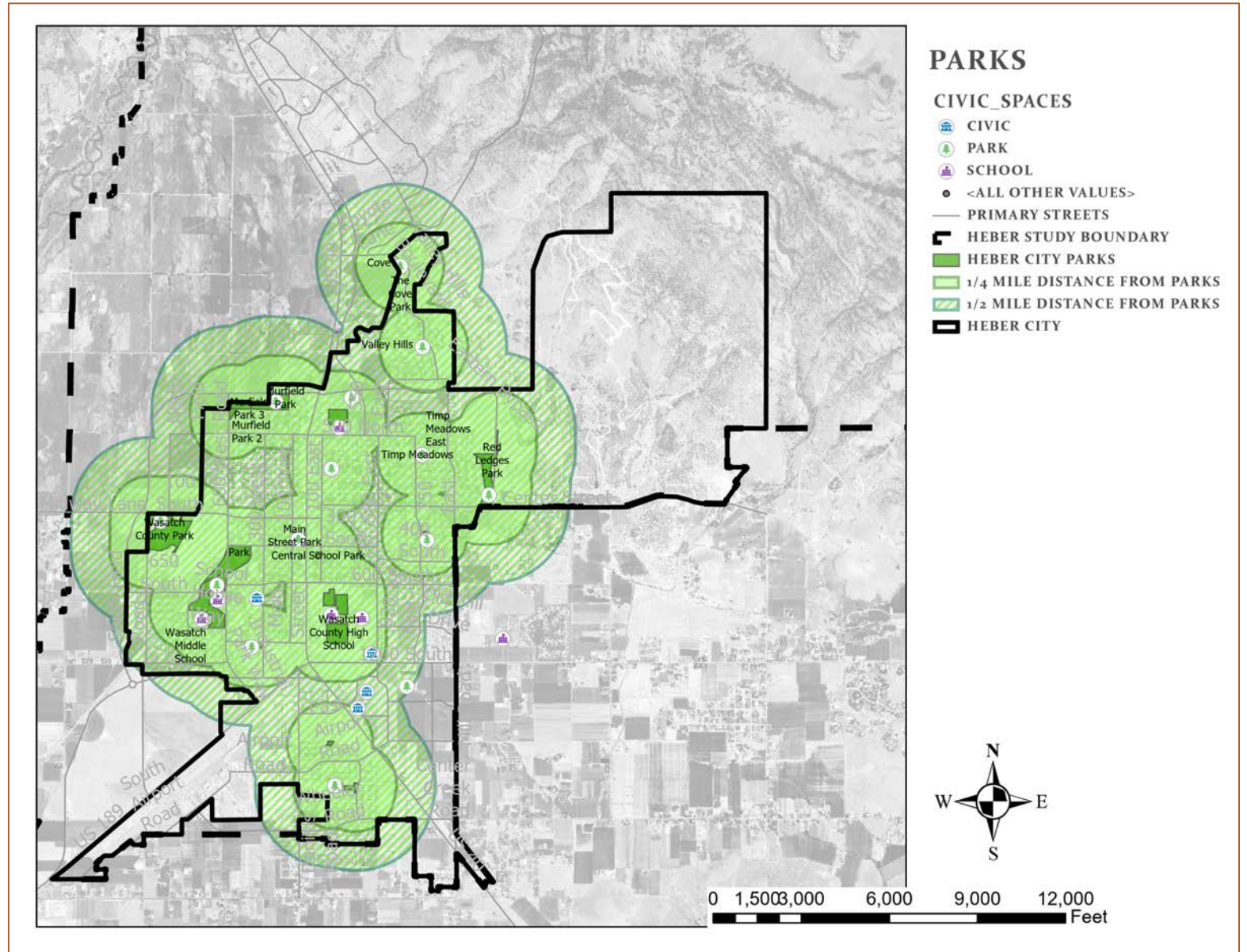
1. Heber City will plan for providing usable and programmable parks for current and future populations at 10 acres per 1,000 residents. This policy will guide Heber City in acquiring the proper amount of park land to meet current and future demands. Park lands should be usable for active sports, recreation 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







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.

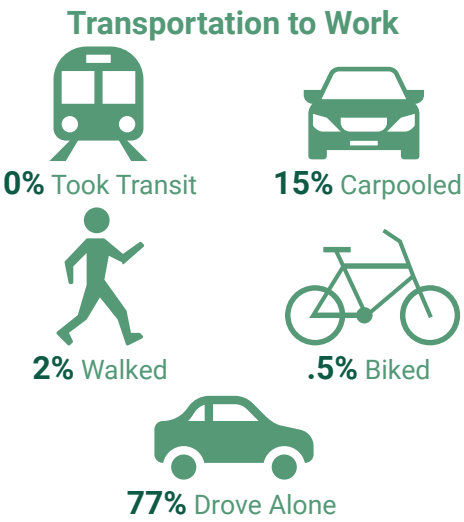
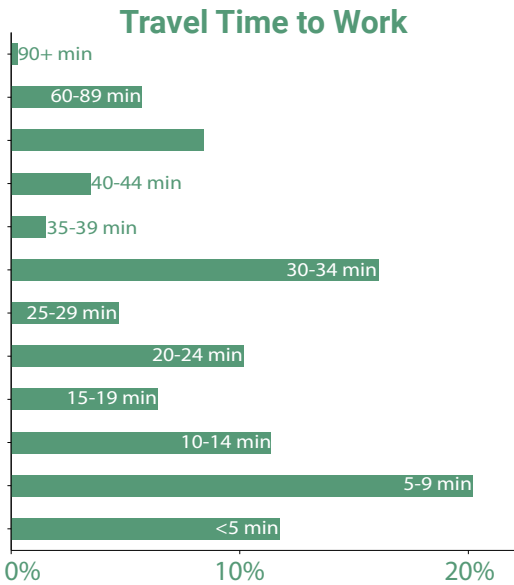
Some trails exist within Heber, but many opportunities exist to expand trails and create connections to destinations important to the community. Sidewalks may provide trail functions in some areas of the community, but they are intermittent.

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



Source: ESRI/American Community Survey

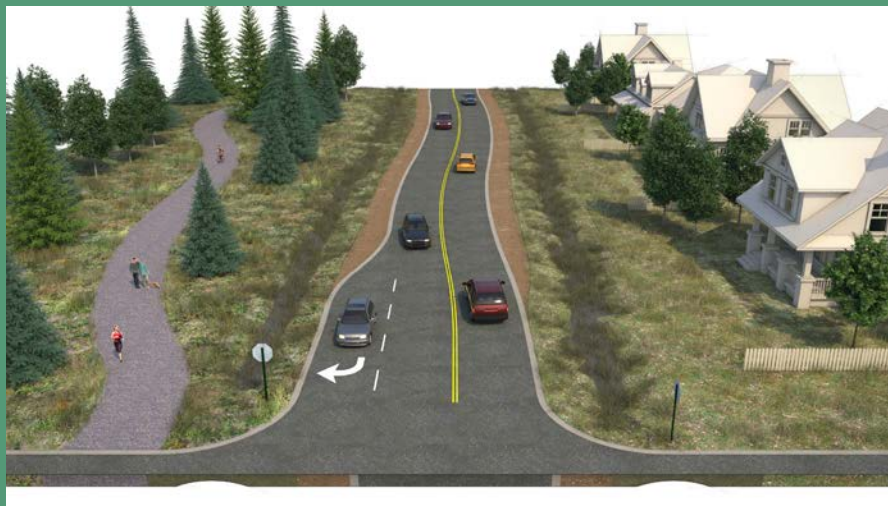
Reimagining Streets in the Historic Core



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.

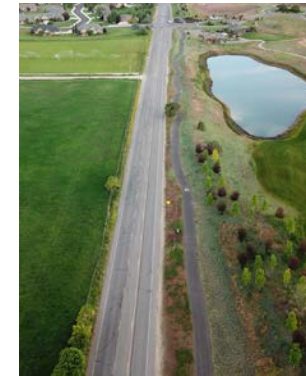
By contrast, a “complete street” design integrates diverse modes of transportation in a way that benefits the widest portion of a city’s population. A basic complete street would typically include bike lanes, comfortably-sized adjacent sidewalks and narrower traffic lanes for speed calming. Complete 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

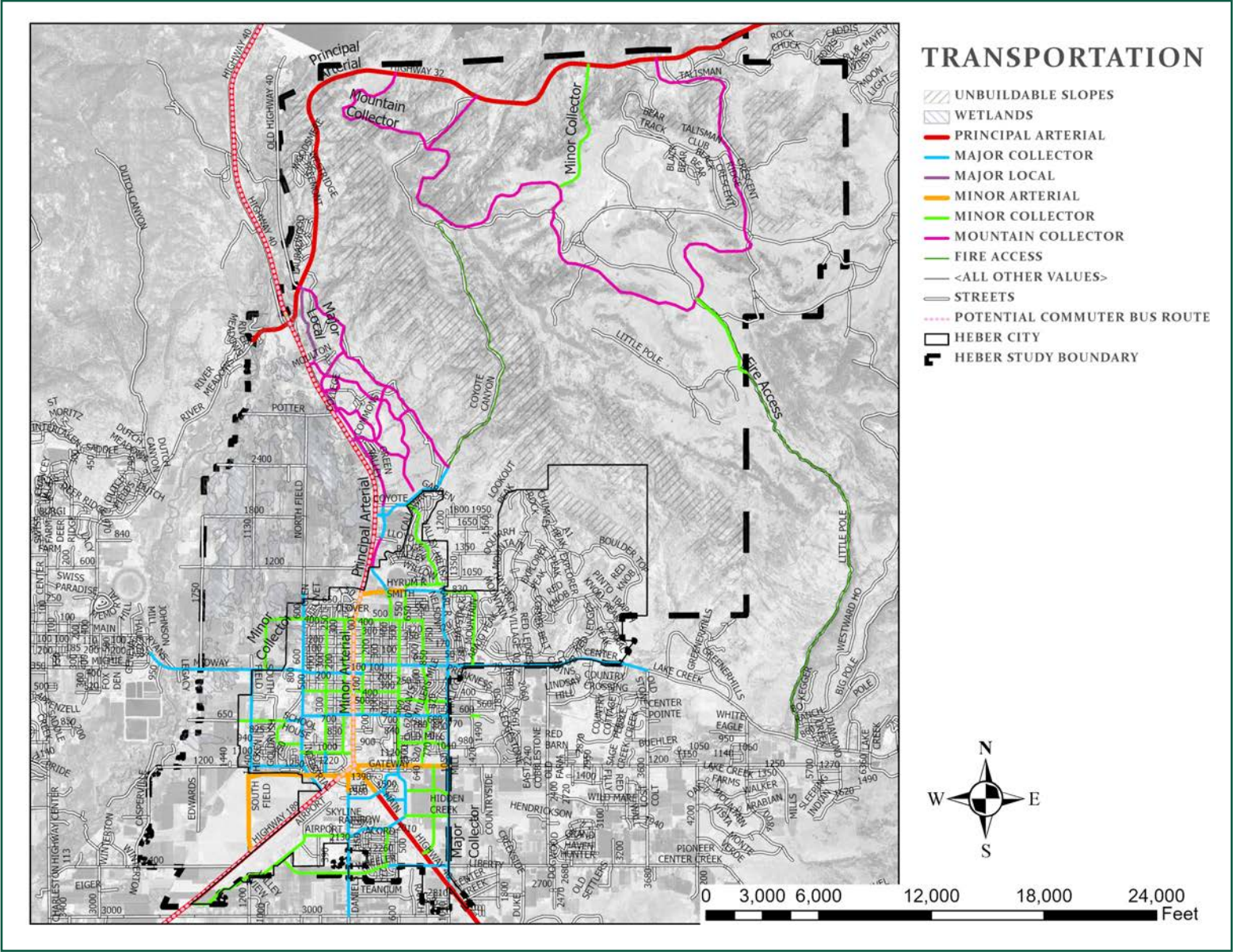
be used to illustrate how a complete street feels and functions.

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





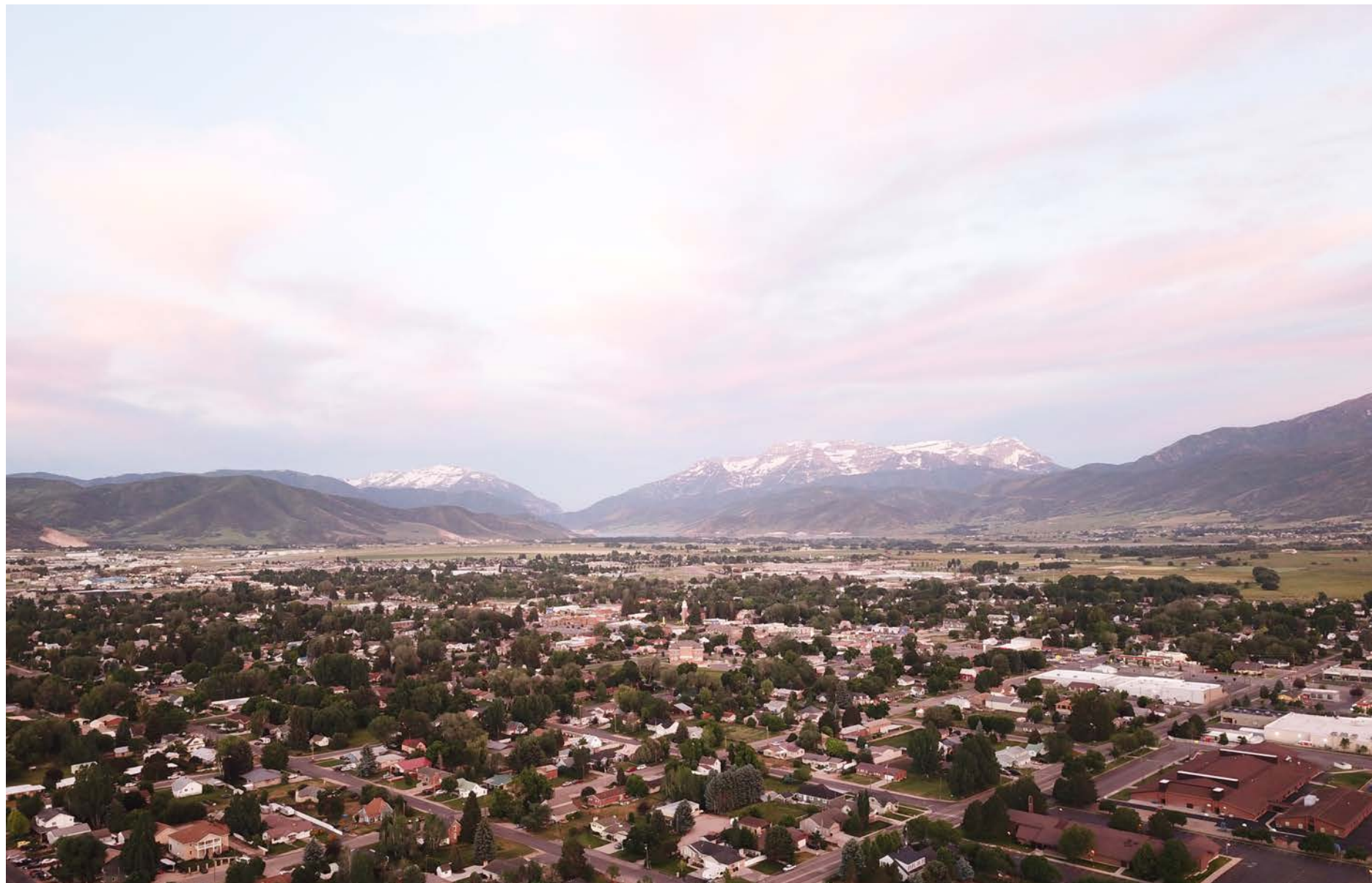
Strategies - Enhancing Long-Term Resiliency

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: 9/3/2024
SUBJECT: City Manager Agreement
RESPONSIBLE: Cherie Ashe, Scott Phillips
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE: Fair compensation for the work load, responsibility, and risk management of a City Manager. Currently, Heber City has 176 active employees, 14 of which are direct reports, and numerous citizens who bring concerns and suggestions to the Heber City Manager.

SUMMARY

With the weight of responsibilities and overall costs of Heber City's cost of living at 26.4% higher than the national average and 10.7% higher than the Utah average, Heber City should consider paying the City Manager an increased base of pay.

RECOMMENDATION

The recent pay study requested by Heber City Council members revealed that the City Manager's base salary is 5.73% below the average of comparable positions in surrounding areas, including Wasatch County, Summit County, Park City, Orem, and Provo. The average base pay in these areas is \$208,293, while Heber City's City Manager earns \$197,879. To stay competitive and ensure fair compensation, an increase in the City Manager's salary is recommended.

BACKGROUND

The recent pay study requested by Heber City Council members revealed that the City Manager's base salary is 5.73% below the average of comparable positions in surrounding areas, including Wasatch County, Summit County, Park City, Orem, and Provo. The average base pay in these areas is \$208,293, while Heber City's City Manager earns \$197,879. To stay competitive and ensure fair compensation, an increase in the City Manager's salary is recommended.

DISCUSSION

Heber City would like to compensate the City Manager appropriately according to the wage study for equitable job responsibilities of a City Manager. The average wage studied from 16 different cities and counties was \$208,000 compared to Heber City's current City Manager base pay of \$197K.

FISCAL IMPACT

\$11,000 annually if the wage increase is approved.

CONCLUSION

With years of experience, relationship building, vision, strategic initiatives, and Heber City institutional knowledge, Heber City should recognize the value of the current City Manager's contributions and compensate accordingly. The current practice for employees who work for Heber City for six years is to reach the midpoint of pay at \$200,158. Heber City's Manager, however, has not achieved the midpoint.

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

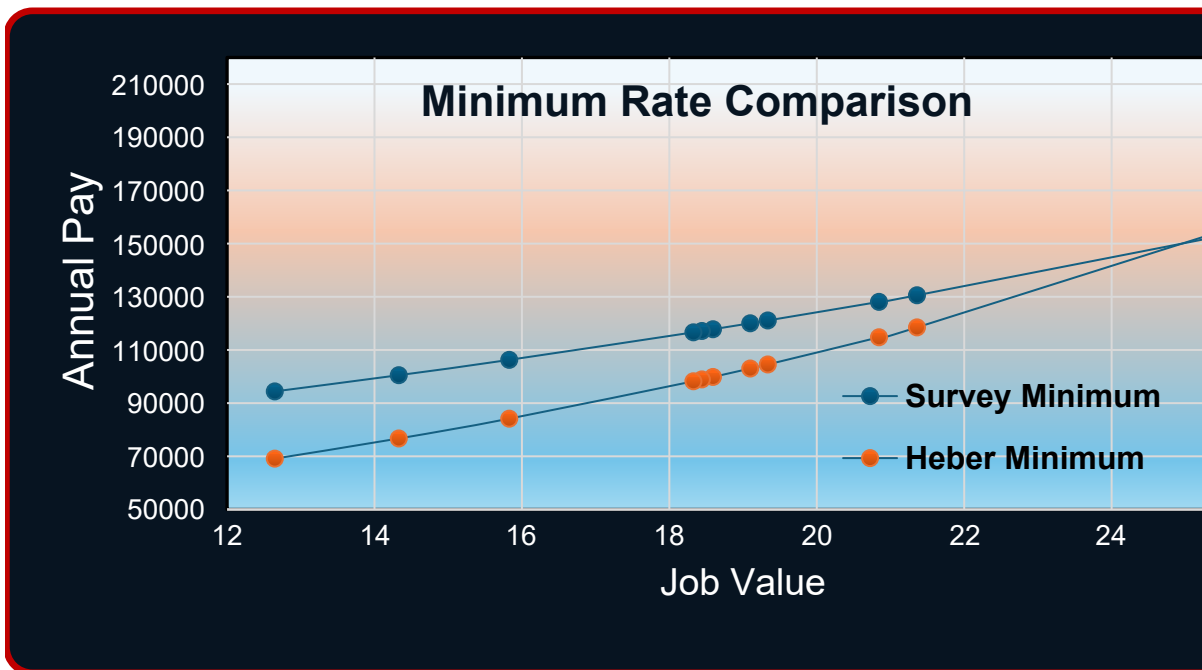
Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director
Jeremy Cook, City Attorney

EXHIBITS

1. CityManager
2. 2023 Employment Agreement



Job ID#	Survey Participant	Survey/Participant Title	Eval Points
125	WASATCH COUNTY	COUNTY MANAGER	26.98
125	PARK CITY	CITY MANAGER	26.98
125	MILLCREEK	CITY MANAGER	26.98
125	SUMMIT COUNTY	COUNTY MANAGER	26.98
125	OREM	CITY MANAGER	26.98
125	COTTONWOOD HEIGHTS	CITY MANAGER	26.98
125	WEST JORDAN	CHIEF ADMINISTRATIVE OFFICER	26.98
125	PLEASANT GROVE	CITY ADMINISTRATOR	26.98
125	PROVO	CHIEF ADMINISTRATIVE OFFICER	26.98
125	SPANISH FORK	CITY MANAGER	26.98
125	LEHI	CITY ADMINISTRATOR	26.98
125	DRAPER	CITY MANAGER	26.98
125	SARATOGA SPRINGS	CITY MANAGER	26.98
125	MURRAY	CHIEF ADMINISTRATIVE OFFICER	26.98
125	AMERICAN FORK	CITY ADMINISTRATOR	26.98
125	SPRINGVILLE	CITY ADMINISTRATOR	26.98



Job Value	Survey Maximum	Heber Maximum	\$ Difference
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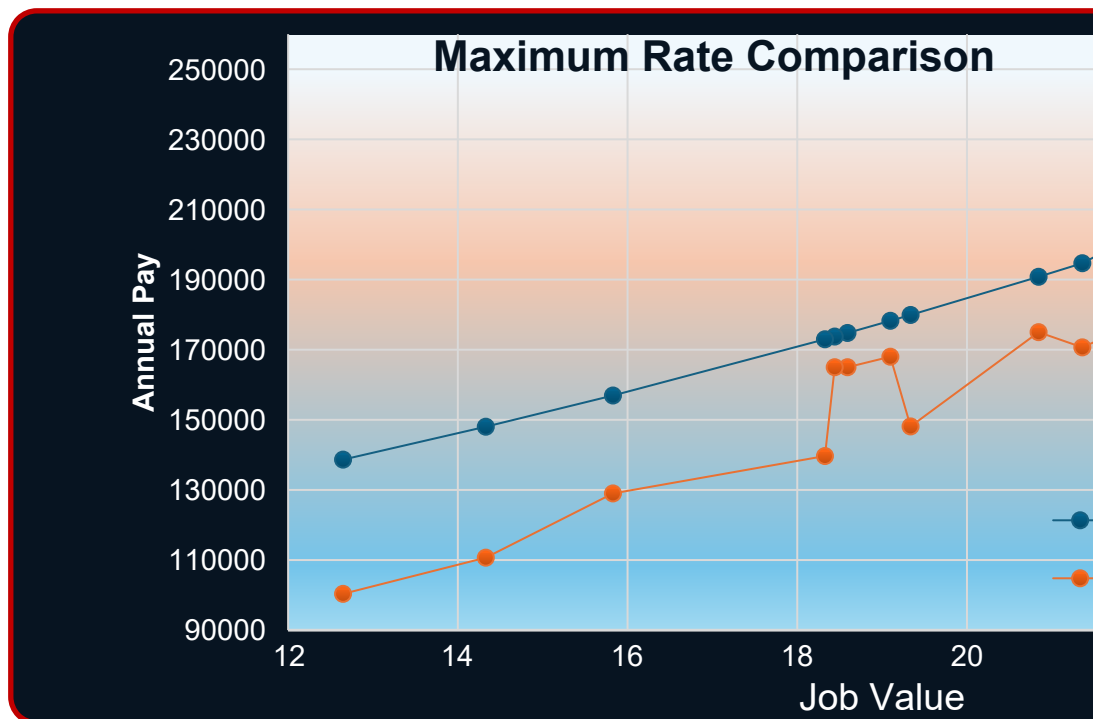
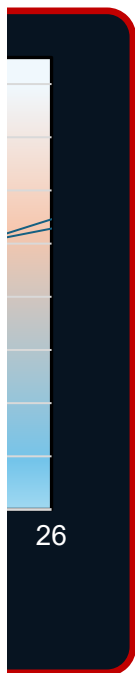
26.98	\$265,000	\$225,000	-\$40,000
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 <i>Heber City</i>			
Job ID#		County Job Title	Eval Points
125	HEBER CITY	CITY MANAGER	26.98

Range Minimum	Range Maximum	Average Actual	Range %	Last Update
\$201,730	\$258,228	\$206,782	28.0%	01/02/2024
\$184,028	\$265,000	\$265,000	44.0%	7/1/2024
\$177,896	\$256,171	\$222,100	44.0%	Aged 2@5%
\$177,667	\$255,840	\$213,200	44.0%	03/22/2024
\$175,000	\$252,000	\$210,000	44.0%	Aged 1@5%
\$168,968	\$243,314	\$202,762	44.0%	Aged 2@5%
\$168,736	\$240,284	\$240,284	42.4%	Aged 1@5%
\$165,638	\$231,894	\$194,255	40.0%	Aged 1@5%
\$163,939	\$240,442	\$202,190	46.7%	Aged 1@5%
\$148,823	\$223,234	\$186,028	50.0%	Aged 1@5%
\$143,963	\$287,926	\$235,420	100.0%	Aged 1@5%
\$143,707	\$250,505	\$232,282	74.3%	Aged 1@5%
\$136,373	\$197,740	\$181,094	45.0%	Aged 1@5%
\$135,696	\$195,402	\$195,402	44.0%	Aged 1@5%
\$123,287	\$184,930	\$154,109	50.0%	Aged 1@5%
\$122,871	\$221,047	\$191,777	79.9%	Aged 1@5%

\$237,747

\$208,293

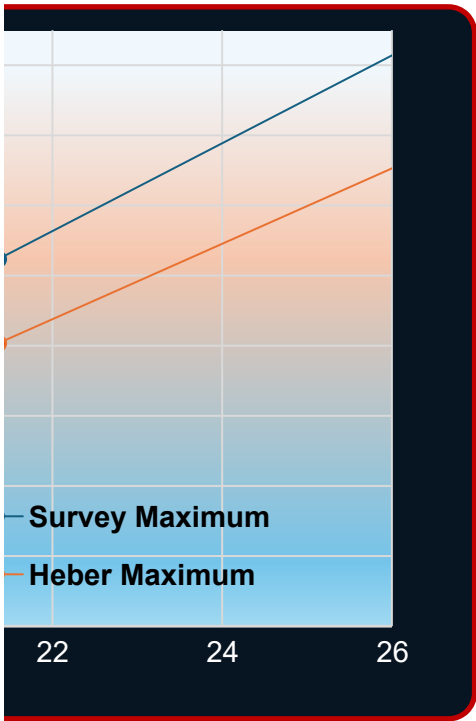


%
Difference

19.5%

Pay Rates

Range Minimum	Range Midpoint	Range Maximum	Average Actual	Range %
\$175,315	\$200,158	\$225,000	\$197,000	28.3%



EMPLOYMENT AGREEMENT

THIS AGREEMENT of employment ("Agreement") is made and entered into as of April 18, 2023 (the "Effective Date") by and between **Heber City**, a Utah municipal corporation, (hereinafter called "Employer") and **Matthew Brower**, (hereinafter called "Employee") each as signed below and collectively referred to as the Parties. This Agreement shall supersede and replace all prior agreements between the Parties.

Section 1: Term and Renewal

This Agreement shall remain in full force and effect until April 18, 2026 (three years from the Effective Date) unless terminated by Employer or Employee as provided in Section 9, 10, or 12 of this Agreement. Conditions precedent to this Agreement becoming effective are i) approval of the Agreement by the Heber City Council; and ii) execution of the Agreement by the mayor of Heber City. If Employer provides notice of its intent not to renew prior to January 18, 2025, Employee shall not be entitled to any severance. Employee shall be entitled to a lump sum severance payment equal to nine (9) months of salary, at the Employee's then current rate of pay and benefits if (1) Employer does not provide notice of its intent not to renew prior to January 18, 2025; (2) Employee is willing and able to enter into a new three-year employment agreement with Employer on substantially the same terms and conditions as this Agreement; and (3) Employer refuses to enter into a new three-year employment agreement with Employer on substantially the same terms and conditions as this Agreement.

Section 2: Duties and Authority

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

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee his current base salary of \$175,139.90, in installments at the same time that the other management employees of the Employer are paid.
- B. Employee shall have an annual review performed by the governing body.. Based on the annual performance evaluation by the governing body, consideration shall be given for a merit-based compensation increase up to the merit-based increase available to all other employees.
- C. Employer agrees that Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the Employer.

Section 4: Health, Disability and Life Insurance Benefits

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

Section 5: Vacation and Sick Leave

A. The Employer agrees to provide Employee with the same sick leave, long-term disability, and other leave benefits upon the same terms provided to all other employees of Heber City.

B. In the event this Agreement is terminated without cause, as outlined in section 9, the Employee shall be compensated for all accrued vacation time and sick leave; otherwise, the Employee shall be compensated for all accrued vacation time and sick leave as per the Heber City Employee Policy Manual that is in place at the time of termination.

Section 6: Automobile- Monthly Vehicle Allowance

The Employer agrees to pay to the Employee \$500.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at half the IRS standard mileage rate for any business use of the vehicle outside of the greater Heber City area. For purposes of this Section 6, the greater Heber City area is defined as travel to locations within 50 miles (one way) of city hall.

Section 7: Retirement

A. The Employer agrees to enroll the Employee into the Utah State Retirement System and to make all the appropriate Employer contributions for the Employer share up to the amount required by the Utah State Retirement System.

B. If the Employee elects to opt out of the Utah State Retirement System, the Employer will provide direct payment into an ICMA retirement account in the amount equal to the contribution described in Section 7(A).

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.,.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the meetings and training conferences of the Utah City Management Association and the Utah League of Cities and Towns, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

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

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

F. Employer shall provide Employee with a cellular telephone.

Section 9: Termination Without Cause

A. Termination of Employee without cause shall occur when:

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

Section 10: Termination for Cause

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

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

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

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

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

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

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

Section 11: Severance

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

Section 12: Resignation

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

Section 13: Confidentiality

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

Section 14: Hours of Work

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

Section 15: Outside Activities

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

Section 16: Indemnification

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

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

Section 17: Bonding

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

Section 18: Other Terms and Conditions of Employment

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

Section 19: Notices

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

(1) EMPLOYER: Heber City Mayor
Heber City Corp
75 N. Main Street
Heber City, Utah 84032

(2) EMPLOYEE: Matthew Brower
1230 N. Valley Hills Blvd
Heber, UT 84032

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

Section 20: General Provisions

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

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

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

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

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

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

CITY OF HEBER

Attest:


Heidi Franco, Mayor


Trina Cooke, City Recorder


Matthew Brower

