

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

December 3, 2024

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

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

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

1. Wasatch Trails Foundation Presentation (Mia Yue) - *20 min*
2. 300 South Trail Recommendation (Russ Funk, City Engineer, Mia Yue) - *20 min*
3. Callaway Drive Sewer Maintenance Access and Weed Abatement (Matthew Kennard, Public Works Director) - *20 min*
4. FEMA Floodway Encroachments (Russ Funk, City Engineer) - *20 min*
5. Request from Jordanelle Ridge to Modify Upper Village Transportation Master Plan (Russ Funk, City Engineer) - *20 min*

II. BREAK - 10 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 Award Presentation to Heber Valley Airport Manager Travis Biggs

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. Approval of November 5, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Fiscal Year 2026 Budget Calendar Adoption (Sara Nagel, Finance Manager)
3. 2025 Heber City Observed Holidays (Cherie Ashe, Human Resources Manager)
4. Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule (Trina Cooke, City Recorder)

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

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

1. Public Hearing and Possible Council Action on Ordinance 2024-28 to Amend the Heber Valley Airport Fees in the Consolidated Fee Schedule (Sara Nagel, Finance Manager) -
2. Review of Development Agreements for North Village Crossing and Harvest Village (Tony Kohler, Community Development Director, Jeremy Cook, City Attorney) - *90 min*
3. 300 South Trail Recommendation (Russ Funk, City Engineer, Mia Yue) - *15 min*
4. Resolution 2024-20 to Update the Parks Policy (J. Mark Smedley, Asst. City Manager) - *10 min*

IX. COMMUNICATION:

1. Establish Dates for Annual 2025 City Council Retreat (Matt Brower, City Manager)

X. ADJOURNMENT:

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

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

Posted on November 27, 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: 12/3/2024
SUBJECT: Wasatch Trails Foundation Presentation
RESPONSIBLE: Mia Yue
DEPARTMENT: POSTT
STRATEGIC RELEVANCE:

SUMMARY

There are roughly 175 miles of public backcountry trails in Wasatch County, approximately 70 of which exist in Heber City. Maintenance of trails can cost between \$1,000-\$5,000 per mile, depending on what type of maintenance the trails need. In order to ensure safe, sustainable trails, professional trail builders are required. At a minimum, it would cost roughly \$70,000 per year, and at a maximum, it would cost roughly \$350,000 per year to maintain the trails in Heber City properly. This funding is crucial for ensuring the safety and resiliency of our trails, which have become an integral part of our mountain valley's outdoor recreation offerings and access to open space. Not only do our trails have a significant impact on our local economy, they provide an important health benefit to our residents, mentally, emotionally, and physically. The recommendation is to include dedicated funding in the upcoming fiscal year's budget to allow for continued maintenance of these important community assets.

RECOMMENDATION

The Wasatch Trails Foundation proposes the addition of a new budget line item in the amount of \$65,100 for the next two years as a pilot program for hiring back the Wasatch Trails Foundation trail crew. This funding will allow the Wasatch Trails Foundation to ensure that public open space remains accessible through a safe and sustainable trail system. This will be accomplished by addressing necessary repairs, vegetation management, and erosion control on an ongoing basis.

BACKGROUND

In 2023, Wasatch County paid for and put out a survey to find out what really mattered to their residents. Seventy-two percent (72%) of respondents stated that the "best things about the County" was access to the outdoors, specifically trails. Trails provide a host of economic and social benefits, making them invaluable assets to our community. Backcountry trails enhance property values,

making surrounding areas more attractive and boosting real estate appeal. A study by Perry, Castaneda, *Parece, and Casey (2017)* found that homes close to natural amenities have a higher value than other homes, controlling for important characteristics of the home. Living within 250 meters of a trail increases home values by 4.54%, while living within 500 meters of a trail increases home values by 3.26%. For the average home value in Heber City of approximately \$700,000, this equates to home value increases of approximately \$31,780 and \$22,820, respectively. (*Grand Valley Public Trails Systems Socio-Economic Study. Mesa County, Colorado 2018*). Trails also support local businesses, including restaurants, hotels, and retailers, who benefit directly from increased spending, as trails attract both residents and visitors eager to explore and enjoy nearby amenities. Trails are a crucial driver of small-town economies, often serving as a primary reason for their success. Beyond the economic impact, trails offer low or no-cost recreational opportunities for families, particularly benefiting those with limited incomes. By promoting active lifestyles, trails also contribute to healthier communities. The Wasatch Arts Council and Wasatch Trails Foundation have been instrumental in advancing these benefits by helping pass Prop. 3, also known as the TAP Tax, which brings in roughly \$1.2 million dollars annually in tax revenue. Many towns see tourism primarily because of their trails, underscoring the role these outdoor spaces play in fostering economic growth and community well-being. Heber City is no exception, with outdoor recreation being a vital component of our overall economic health. The *U.S. Department of Commerce's Bureau of Economic Analysis (BEA)* has released economic data for 2022 exhibiting outdoor recreation's powerful and positive economic impact on the U.S. economy. Key Highlights from the 2022 data on Utah's outdoor recreation economy:

- \$8.1 billion in economic output; up 32.79% from 2021 to 2022
- 3.2% of Utah's GDP
- 71,677 jobs created

(<https://recreationroundtable.org/news/new-government-data-report-showcases-outdoor-recreation-economys-growth-clout/>).

This impressive growth highlights the increasing importance of outdoor recreation to Utah's economy. Investing in the maintenance of these trails is not only essential for public health, safety, and enjoyment, but also supports the broader outdoor recreation economy, which continues to be a driving force for growth and job creation.

With the increased demand on our trail systems, health benefits and economic significance, it is essential that we secure a dedicated funding stream for regular maintenance to keep these assets in top condition.

DISCUSSION

See above.

FISCAL IMPACT

The fiscal impact of this request is \$65,100 for the next two years, beginning in the next fiscal year. This budget line item will be drawn from the general fund or TAP Tax fund and used exclusively for the employment of the Wasatch Trails Foundation trail crew, to upkeep and build new trails in Heber City when deemed appropriate. The trail crew will focus on various tasks, including:

- Trail inventory and collaborative trail maintenance planning.
- Routine trail repairs and resurfacing including, but not limited to, corridor clearing, side vegetation

control, and erosion control.

- Inspection and repair of infrastructure, such as signage, bridges, and trailhead infrastructure.
- Emergency trail repairs following weather-related damage This dedicated funding, based on 50% of the total cost to bring back the trail crew, will reduce the need for larger, more costly repairs in the future by ensuring regular upkeep of the trail system.

Note: This funding request is based on maintenance occurring from April 15th-November 15th with a 3-person trail crew working full-time (40hrs/week) 120 hours x 31 weeks x \$35/hour = \$130,200 total cost for crew 50% of \$130,200 = \$65,100.

CONCLUSION

An annual budget allocation of \$65,100 for backcountry trail maintenance represents a proactive measure to protect one of Heber City's most cherished recreational resources, as emphasized by residents. This funding will enhance the safety and accessibility of open spaces, accommodate increasing public use, and affirm the City's commitment to preserving natural areas and addressing community priorities. Approval of this request will help keep the trail system a valued asset for the community for years to come.

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: POSTT
Staff member:

EXHIBITS

1. 24Staff Report for City Council (1)
2. Heber City-Funding for Backcountry Trail Maintenance (2)

WASATCH TRAILS FOUNDATION STAFF REPORT FOR ANNUAL BACKCOUNTRY TRAIL MAINTENANCE

Presented by: Executive Director, Mia Yue and Board President, Scott House

Summary

There are roughly 175 miles of public backcountry trails in Wasatch County with roughly 70 of them existing within Heber City limits. Maintenance on trails can cost anywhere from \$1,000-\$5,000 per mile depending on what type of maintenance the trails need; in order to ensure safe, sustainable trails, professional trail builders are required. At its minimum it would cost roughly \$70,000 per year and at its maximum it would cost roughly \$350,000 per year to properly maintain our trails in Heber City. This funding is crucial for ensuring the safety and resiliency of our trails, which have become an integral part of our mountain valley's outdoor recreation offerings and access to open space. Not only do our trails have a significant impact on our local economy, they provide an important health benefit to our residents, mentally, emotionally, and physically. The recommendation is to include dedicated funding in the upcoming fiscal year's budget to allow for continued maintenance of these important community assets.

Recommendations

The Wasatch Trails Foundation proposes the addition of a new budget line item in the amount of \$65,100 for the next two years as a pilot program for hiring back the Wasatch Trails Foundation trail crew. This funding will allow the Wasatch Trails Foundation to ensure that public open space remains accessible through a safe and sustainable trail system. This will be accomplished by addressing necessary repairs, vegetation management, and erosion control on an ongoing basis.

Background

In 2023, Wasatch County paid for and put out a survey to find out what really mattered to their residents. 72% of respondents stated that the "best things about the county" was access to the outdoors, specifically trails. Trails provide a host of economic and social benefits, making them invaluable assets to our community. Backcountry trails enhance property values, making surrounding areas more attractive and boosting real estate appeal. A study by Perry, Castaneda, Parece, and Casey (2017) found that homes within close proximity to natural amenities have a higher value than other homes, controlling for important characteristics of the home. Living within 250 meters of a trail increases home values by 4.54%, while living within 500 meters of a trail increases

home values by 3.26%. For the average home value in Heber City of approximately \$700,000, this equates to home value increases of approximately \$31,780 and \$22,820, respectively. (Grand Valley Public Trails Systems Socio-Economic Study. Mesa County, Colorado 2018). Trails also support local businesses, including restaurants, hotels, and retailers, who benefit directly from increased spending, as trails attract both residents and visitors eager to explore and enjoy nearby amenities. Trails are a crucial driver of small-town economies, often serving as a primary reason for their success. Beyond economic impact, trails offer low or no-cost recreational opportunities for families, particularly benefiting those with limited incomes. By promoting active lifestyles, trails also contribute to healthier communities.

The Wasatch Arts Council and Wasatch Trails Foundation have been instrumental in advancing these benefits by helping pass Prop. 3, also known as the TAP Tax, which brings in roughly \$1.2 million dollars annually in tax revenue. Many towns see tourism primarily because of their trails, underscoring the role these outdoor spaces play in fostering economic growth and community well-being. Heber City is no exception, with outdoor recreation being a vital component of our overall economic health.

The U.S. Department of Commerce's Bureau of Economic Analysis (BEA) has released economic data for 2022 exhibiting outdoor recreation's powerful and positive economic impact on the U.S. economy.

Key Highlights from the 2022 data on Utah's outdoor recreation economy:

- \$8.1 billion in economic output; up 32.79% from 2021 to 2022
- 3.2% of Utah's GDP
- 71,677 jobs created

(<https://recreationroundtable.org/news/new-government-data-report-showcases-outdoor-recreation-economy-growth-clout/>).

This impressive growth highlights the increasing importance of outdoor recreation to Utah's economy. Investing in the maintenance of these trails is not only essential for public health, safety, and enjoyment, but also supports the broader outdoor recreation economy, which continues to be a driving force for growth and job creation.

With the increased demand on our trail systems, health benefits and economic significance, it is essential that we secure a dedicated funding stream for regular maintenance to keep these assets in top condition.

Fiscal Impact

The fiscal impact of this request is \$65,100 for the next two years, beginning in the next fiscal year. This budget line item will be drawn from the general fund or TAP Tax fund and used exclusively for the employment of the Wasatch Trails Foundation trail crew, in

order to upkeep and build new trails in Heber City when deemed appropriate. The trail crew will focus on various tasks, including:

- Trail inventory and collaborative trail maintenance planning.
- Routine trail repairs and resurfacing including but not limited to, corridor clearing, side vegetation control, and erosion control.
- Inspection and repair of infrastructure, such as signage, bridges, and trailhead infrastructure.
- Emergency trail repairs following weather-related damage

This dedicated funding, based on 50% of the total cost to bring back the trail crew, will reduce the need for larger, more costly repairs in the future by ensuring regular upkeep of the trail system.

Note: This funding request is based on maintenance occurring from April 15th-November 15th with a 3 person trail crew working full time (40hrs/week)

120 hours x 31weeks x \$35/hour = \$130,200 total cost for crew

50% of \$130,200 = \$65,100

Conclusion

An annual budget allocation of \$65,100 for backcountry trail maintenance represents a proactive measure to protect one of Heber City's most cherished recreational resources, as emphasized by local residents. This funding will enhance the safety and accessibility of open spaces, accommodate increasing public use, and affirm the City's commitment to preserving natural areas and addressing community priorities. Approval of this request will help keep the trail system a valued asset for the community for years to come.

Funding for Backcountry Trail Maintenance



Presented by the Wasatch Trails Foundation



Wasatch Trails Foundation Mission + Pillars

OUR PURPOSE: Cultivate memorable experiences for our community

OUR PILLARS:

- o Build and maintain a healthy trail system
- o Connect our community
- o Built to last



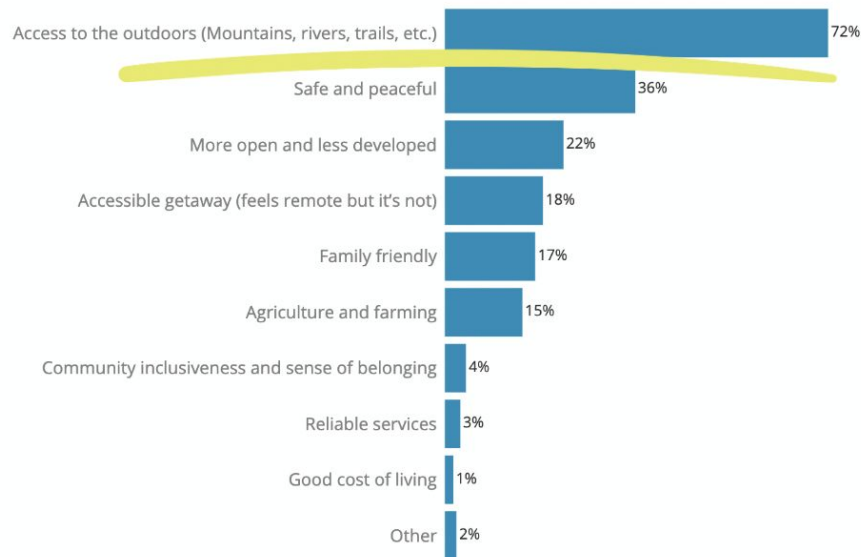
Trails and Open Space in Heber City

- Heber City has roughly 70 miles of public backcountry trails allowing people to easily access open space.
- Maintenance on trails can cost anywhere from \$1,000-\$5,000 per mile depending on what type of maintenance the trails need and in order to ensure safe, sustainable trails, professional trail builders are required.
- At its minimum it would cost roughly \$70,000.00 per year and at its maximum it would cost roughly \$350,000.00 to properly maintain our trails using outside contractors.

Why Trails and Open Space?

Best things about the county

Wasatch County



Demo Filters

Gender

(All) ▼

Age

(All) ▼

Children at home

(All) ▼

Time in County

(All) ▼

County Direction

(All) ▼

Business Owner

(All) ▼

Sample: 827

Why Trails and Open Space Cont. - Key Economic Benefits

- Trails allow easy access to open space
- Trails increase the value of property
 - Perry, Castaneda, Parece, and Casey (2017) find that homes within close proximity to natural amenities have a higher value than other homes, controlling for important characteristics of the home. Living within 250 meters increases home values by 4.54%, while living within 500 meters of a trail increases home values by 3.26%. **For the average home value of approximately \$700,000, this equates to home value increases of approximately \$31,780 and \$22,820, respectively.** (Grand Valley Public Trails Systems Socio-Economic Study. Mesa County, Colorado 2018)
- Trails boost spending at local businesses including but not limited to restaurants, hotels, and retailers
- Trails provide low or no-cost recreations to low income families
- Trails have a positive impact on community health
- The Wasatch Arts Council and the Wasatch Trails Foundation were a major factor in getting Prop 3 or TAP tax passed which brings roughly \$1.2 million dollars in tax revenue/year.
- Towns that see tourism because of trails:
 - Oakridge, OR
<https://traveloregon.com/things-to-do/outdoor-recreation/bicycling/mountain-biking/oakridge-next-mountain-bike-destination/>
 - Bentonville, AR
<https://headwaterseconomics.org/trail/136-ar-bicycle-benefits/#:~:text=In%20northwest%20Arkansas%2C%20a%20substantial,visitor%20spending%20and%20employee%20retention>

Sources: <https://library.weconservepa.org/guides/97-economic-benefits-of-trails#:~:text=Trails%20increase%20the%20value%20of%20transportation%20for%20short%20distance%20trips>, <https://sonoraninstitute.org/>

STATS on Recreation

The U.S. Department of Commerce's Bureau of Economic Analysis (BEA) has released economic data for 2022 exhibiting outdoor recreation powerful and positive economic impact on the U.S. economy. The outdoor recreation economy in Utah grew an impressive 32.8% from 2021 to 2022

Key Highlights from the 2022 data on Utah's outdoor recreation economy:

- \$8.1 billion in economic output; up 32.79% from 2021 to 2022
- 3.2% of Utah's GDP
- 71,677 jobs created

"With a continual rise in people drawn to the outdoors, Utah's outdoor recreation sector continues to be a catalyst for economic growth and job creation," said Jason Curry, director of the Utah Division of Outdoor Recreation. "Communities across the state are experiencing the numerous benefits of our readily accessible landscapes, and we will remain committed to fostering a high-quality outdoor lifestyle that drives the outdoor economy and enriches the lives of all Utah's residents and visitors."



What is Maintenance?



Corridor clearing, side veg control, sight lines



Drainage - Erosion control, rolling grade dips/“water bars”



USE OF FUNDS

This year, the Mountain Trails Foundation funded a Back Trail Crew for one season only. able to accomplish significant backlogged Heber City and surrounding areas.

2,500+ Trail Crew Maintenance hours completed

- \$87,500.00 value
- Corridor clearing and drainage work on over 75 mi.
- Cleared over 50 trees
- Built/rebuilt over 20 features

Funding will go toward hiring the trail crew for the 2025 summer season, and all seasons to come.



RECOMMENDATION

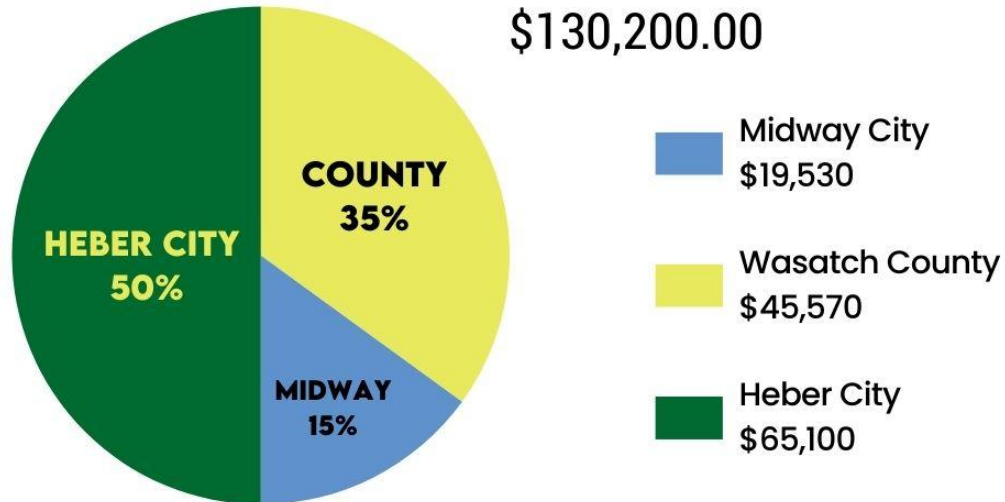
We recommend that the Heber City Council approve the addition of a new budget line items the amount of \$65,100 for the next two years as a pilot program for hiring back the trail crew. This funding will allow the Wasatch Trails Foundation to ensure that Heber City open space remains accessible and safe through trails. This will be accomplished by addressing necessary repairs, vegetation management, and erosion control on an ongoing basis.



Percentages Based on TAP (TRAILS Arts Parks) Allocations

FUNDING FOR THE CREW **31 WEEKS | APRIL 15TH-NOVEMBER 15TH**

3 person crew 40hrs/week
120hrs x 31weeks x \$35/hr=
\$130,200.00



GOALS

- Secure a continued source of funding from Heber City, Midway City, and Wasatch County to employ the Wasatch Trails Foundation trail crew from April-November.
- Collaborate with Heber City, Midway City, and Wasatch County to inventory trails and create a priority maintenance and new trail construction/connection plan.
- Leverage RTP and UORG Grant funding for specific trail projects, including unforeseen heavy maintenance and/or new trail construction.
- Support developers with professional trail maintenance.
- Ensure professional trail builders on staff at all times during the summer season, and eventually winter.
- Establish a standard of operation to ensure access to open space through trails in a safe, fun, low cost/free manner.



THANK YOU FOR YOUR TIME AND CONSIDERATION





Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: 300 South Trail Recommendation
RESPONSIBLE: Russ Funk, Mia Yue
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Community and Economic Development
Community Vibrancy

SUMMARY

The purpose of this item is to confirm Council support for staff direction regarding the Master Planned Community Paved Trail on 300 South, which extends from Main Street Park to 600 West.

RECOMMENDATION

Provide approval of staff recommendation or other feedback regarding proposed direction for the trail.

BACKGROUND

The current Parks and Trails Master Plan for the City includes a regional paved trail along 300 South. After receiving direction from the Council, a portion of the trail was built last year on the east side of Main St. Due to feedback from the public including impacts to private improvements within the City's ROW (right-of-way), Council decided to limit the width of the trail on the east side of town to 5-6 ft.

The portion of the trail on the west side of town will play a larger role in the City's overall plan for the area. The City is working to revitalize the downtown area, including major renovations to Main Street Park. In addition, the City wants to create a link between Main Street Park and the Tourism/Recreational District located in the area surrounding the Heber Valley Railroad and County Recreation Facilities.

DISCUSSION

Due to the importance of this trail corridor to the City's General Plan, it is recommended that the portion of the 300 South trail between Main Street Park and 600 West be a minimum of 8 ft wide.

Staff also analyzed where best to locate the trail within the 300 South ROW, considering existing infrastructure and potential impacts on private improvements. Although there is generally a wide shoulder available on the south side of the road, there are locations where impacts to private improvements would be expected if the trail was installed there. This would include impacts on mature trees as well as other private landscaping improvements.

Some utility considerations exist on both sides of the street, including an above-ground power line and an irrigation ditch on the north side of the road. There is also an existing 4 ft sidewalk on the north side of 300 South and no sidewalk on the south side of the roadway.

Although, at first glance, the south side of the roadway may be more open for a new trail, after analyzing the space available, it appears that the trail could fit on the north side of the roadway without impacting the power alignment and requiring only minor improvements to the existing ditch and other utilities. In addition, the north boundary line of the ROW has already been established by the existing sidewalk. By honoring the boundary established by the existing sidewalk, and constructing the new trail on the north, pushback from the community about potential impacts to their private improvements may be significantly reduced.

It should be understood that constructing the trail on the north side of the road would have slightly higher costs than constructing it on the south side. This is due to costs associated with the removal and disposal of the existing concrete sidewalk as well as improvements to the ditch where needed. Cost estimates for both options have been attached.

Staff's recommendation is to construct the Master Planned trail 8 ft wide on the north side of the road between 100 West and 600 West. A future portion of the trail through Main Street Park will be designed as the park is improved in the future.

FISCAL IMPACT

The project is not currently budgeted in FY24, but is anticipated to have a total cost of \$763,000. It is recommended that the Council direct staff to bring back a budget amendment allowing the Engineering Design of the project to move forward in FY24. Funds for the construction of the project will be included in the proposed FY25 Budget.

CONCLUSION

Staff recommends constructing the portion of the 300 South Master Planned trail located between 100 West and 600 West on the north side of the existing ROW at a width of 8 ft. Staff also recommends the Council authorize staff to move forward with Engineering Design of the trail in FY24 and bring back a future budget amendment for this purpose.

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

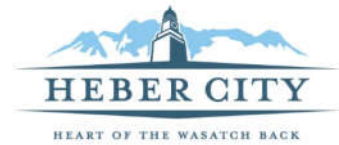
Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Parks and Trails Master Plan Map
2. Cost Estimate - North Trail
3. Cost Estimate - South Trail
4. Prelim Design Info - Sec 1
5. Prelim Design Info - Sec 2
6. Prelim Design Info - Sec 3
7. Prelim Design Info - Sec 4
8. Prelim Design Info - Sec 5

HEBER CITY CORPORATION

75 North Main Street
Heber City, UT 84032



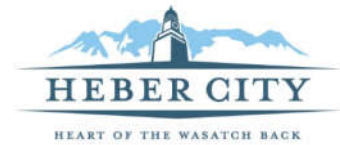
300 S - 100 W - 600 W Trail Connector - North Side
Concrete Option

Date: 11-Sep-24
By: KRT

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
General Construction					
1	Mobilization	5%	LS	\$ 25,500.00	\$ 25,500.00
2	Preconstruction Video	1	LS	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 26,000.00
Phase 1 - Concrete Trail Main Street to 1200 East					
3	6" Concrete Trail - 8 feet wide with 3" UBC	1,751	SY	\$ 140.00	\$ 245,200.00
4	Clearing & Grubbing, Earthwork & Grading	1,970	LF	\$ 15.00	\$ 29,600.00
5	ADA Ramps	9	Each	\$ 6,000.00	\$ 54,000.00
6	Pavement Paint Marking Crossings	5	Each	\$ 160.00	\$ 800.00
7	Final Grading and Restore Landscaping	1	LS	\$ 50,000.00	\$ 50,000.00
8	Drive Approach Restoration	2	Each	\$ 2,500.00	\$ 5,000.00
9	Water Meter Relocation and Reconnect	19	Each	\$ 2,000.00	\$ 38,000.00
10	Sewer Cleanout Relocation and Reconnect	19	Each	\$ 1,800.00	\$ 34,200.00
11	Ditch Piping and Undergrounding	500	LF	\$ 50.00	\$ 25,000.00
12	Existing Sidewalk Removal	1,535	LF	\$ 18.00	\$ 27,630.00
SUBTOTAL					\$ 509,430.00
OVERALL SUBTOTAL					\$ 535,430.00
CONSTRUCTION CONTINGENCY				20%	\$ 107,100.00
CONSTRUCTION TOTAL					\$ 642,530.00
Incidentals					
13	Design, Survey and PI	1	EST	\$ 50,000.00	\$ 50,000.00
14	Construction Management	1	EST	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 100,000.00
ENGINEERING CONTINGENCY				20%	\$ 20,000.00
ENGINEERING TOTAL					\$ 120,000.00
TOTAL PROJECT COST					\$ 762,530.00

HEBER CITY CORPORATION

75 North Main Street
Heber City, UT 84032



300 S - 100 W - 600 W Trail Connector - South Side
Concrete Option

Date: 11-Sep-24
By: KRT

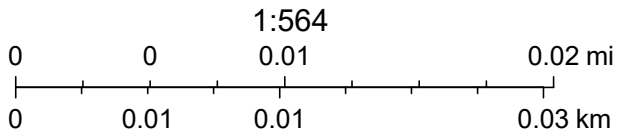
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
General Construction					
1	Mobilization	5%	LS	\$ 23,100.00	\$ 23,100.00
2	Preconstruction Video	1	LS	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 23,600.00
Phase 1 - Concrete Trail Main Street to 1200 East					
3	6" Concrete Trail - 8 feet wide with 3" UBC	1,811	SY	\$ 140.00	\$ 253,500.00
4	Clearing & Grubbing, Earthwork & Grading	2,037	LF	\$ 15.00	\$ 30,600.00
5	ADA Ramps	5	Each	\$ 6,000.00	\$ 30,000.00
6	Pavement Paint Marking Crossings	2	Each	\$ 160.00	\$ 300.00
7	Final Grading and Restore Landscaping	1	LS	\$ 65,000.00	\$ 65,000.00
8	Drive Approach Restoration	2	Each	\$ 2,500.00	\$ 5,000.00
9	Water Meter Relocation and Reconnect	19	Each	\$ 2,000.00	\$ 38,000.00
10	Sewer Cleanout Relocation and Reconnect	19	Each	\$ 1,800.00	\$ 34,200.00
11	Fire Hydrant Relocation and Reconnect	2	Each	\$ 2,000.00	\$ 4,000.00
12	Ditch Piping and Undergrounding	0	LF	\$ 50.00	\$ -
13	Existing Sidewalk Removal	0	LF	\$ 18.00	\$ -
SUBTOTAL					\$ 460,600.00
OVERALL SUBTOTAL					\$ 484,200.00
CONSTRUCTION CONTINGENCY				20%	\$ 96,800.00
CONSTRUCTION TOTAL					\$ 581,000.00
Incidentals					
14	Design, Survey and PI	1	EST	\$ 50,000.00	\$ 50,000.00
15	Construction Management	1	EST	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 100,000.00
ENGINEERING CONTINGENCY				20%	\$ 20,000.00
ENGINEERING TOTAL					\$ 120,000.00
TOTAL PROJECT COST					\$ 701,000.00

300 S - Trail Alignment - Sec 1



6/12/2024, 11:29:51 AM

- | | | | | |
|----------------------|-----------------------------|--------------------------------|---------------------------|----------------------|
| World Transportation | Storm Manholes | Irrigation Service Connections | Water Fittings | Water Lateral Lines |
| Sewer Misc Points | Storm Open Drains | Irrigation System Valves | Water Hydrants | Water Mains |
| Sewer Manholes | Irrigation Corp Stop Valves | Irrigation Mains | Water Misc Points | Heber City Boundary |
| Sewer Gravity Mains | Irrigation Fittings | Heber City | Water Service Connections | Water_Pressure_Zones |
| Storm Inlets | Irrigation Misc Points | Water Abandoned Lines | Water System Valves | Recorder Parcel |
| | | Water Corp Stop Valves | Water System Valves | |



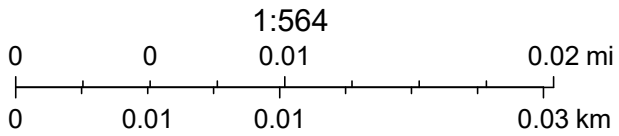
Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC

300 S - Trail Alignment - Sec 2



6/12/2024, 11:32:48 AM

- | | | | | |
|----------------------|------------------------|---------------------------|---------------------|-------------------------|
| World Transportation | Storm Inlets | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Misc Points | Storm Gravity Mains | Water Fittings | Water System Valves | Survey Monument |
| Sewer Manholes | Storm Open Drains | Water Hydrants | Water Lateral Lines | Wasatch County Surveyor |
| Sewer Lateral Lines | Water Abandoned Points | Water Misc Points | Water Mains | Recorder Parcel |
| Sewer Gravity Mains | Water Abandoned Lines | Water Service Connections | Heber City Boundary | |



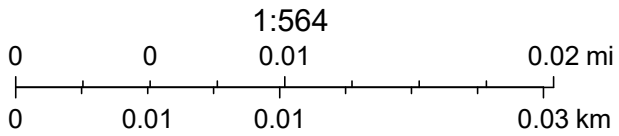
Maxar, Microsoft, Esri, HERE, IPC, Esri, HERE, Garmin, IPC

300 S - Trail Alignment - Sec 3



6/12/2024, 11:34:52 AM

- | | | | | |
|----------------------|------------------------|------------------------|---------------------------|-------------------------|
| World Transportation | Storm DitchBox | Water Abandoned Lines | Water Service Connections | Heber City Boundary |
| Sewer Misc Points | Storm Manholes | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Manholes | Storm Gravity Mains | Water Fittings | Water System Valves | Survey Monument |
| Sewer Lateral Lines | Storm Open Drains | Water Hydrants | Water Lateral Lines | Wasatch County Surveyor |
| Sewer Gravity Mains | Water Abandoned Points | Water Misc Points | Water Mains | Recorder Parcel |



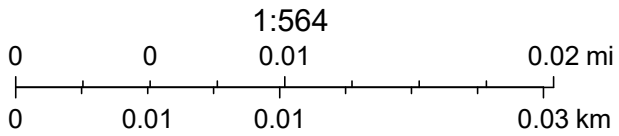
Maxar, Microsoft, Esri, HERE, IPC, Esri, HERE, Garmin, IPC

300 S - Trail Alignment - Sec 4



6/12/2024, 11:38:34 AM

World Transportation	Storm Inlets	Irrigation Mains	Water Service Connections	Water Mains
Sewer Misc Points	Storm Manholes	Heber City	Water System Valves	Heber City Boundary
Sewer Manholes	Storm Gravity Mains	Water Fittings	Water System Valves	Water_Pressure_Zones
Sewer Gravity Mains	Storm Open Drains	Water Hydrants	Water Lateral Lines	Recorder Parcel



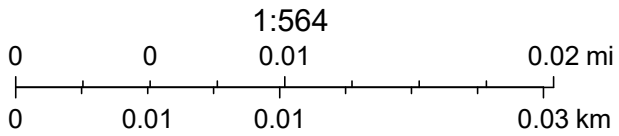
Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC

300 S - Trail Alignment - Sec 5



6/12/2024, 11:43:52 AM

- | | | | | |
|----------------------|---------------------|------------------------|---------------------------|----------------------|
| World Transportation | Storm DitchBox | Irrigation Mains | Water Misc Points | Water Mains |
| Sewer Misc Points | Storm Inlets | Heber City | Water Service Connections | Heber City Boundary |
| Sewer Manholes | Storm Manholes | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Lateral Lines | Storm Gravity Mains | Water Fittings | Water System Valves | Recorder Parcel |
| Sewer Gravity Mains | Storm Open Drains | Water Hydrants | Water Lateral Lines | |



Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: Callaway Drive Sewer Maintenance Access and Weed Abatement
RESPONSIBLE: Matthew Kennard
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

This item relates to restoring maintenance access to the sewer main along the Wasatch Canal, as well as addressing weed abatement issues. Staff plans to inform the Council of potential challenges and seek their feedback.back.back.

RECOMMENDATION

Staff should proceed with reestablishing maintenance access, and, Code Enforcement should ensure weed abatement compliance.

BACKGROUND

The Callaway Drive Sewer Main is located along the Wasatch Canal and runs through The Cove and Valley Hills developments. This sewer main is situated in the back lots within a designated utility easement. Historically, a gravel road next to the canal allowed for maintenance access, which included activities such as video inspections, cleaning, and repairs. However, increased residential construction has created significant challenges for staff, as homeowners have obstructed this access by installing landscaping materials and, in some cases, structures within the easement.

Despite clear instructions and warnings regarding these violations, many homeowners have proceeded with unauthorized alterations, preventing staff from accessing the sewer main for necessary maintenance.

Additionally, the Wasatch Canal is facing issues due to homeowners neglecting required weed abatement. This neglect poses fire hazards and contributes to the spread of noxious weeds. Enforcing compliance with maintenance regulations has been challenging because the canal runs along the backs of properties. In response to these issues, Heber City's Code Enforcement is now

prioritizing efforts to ensure that homeowners adhere to the city's weed abatement regulations.

DISCUSSION

Staff recognizes the potential for push-back from affected residents and seeks the Council's feedback and recommendations on how to approach these issues effectively.

FISCAL IMPACT

Public Works has been allocated \$60,000 in FY 24-25 for sewer maintenance access construction. It is uncertain whether this amount will be adequate or if additional funds will be requested in FY 25-26.

CONCLUSION

Both of these discussion items are critical to maintaining the community's appearance, health, and safety. Staff is committed to completing the necessary work efficiently and with full transparency.

ALTERNATIVES

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

POTENTIAL MOTIONS

No motion is required.

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: Public Works
Staff member: Matthew Kennard, Public Works Director

EXHIBITS

1. Sewer Maintenance and Weed Abatement
2. Callaway Drive Open House Invitation
3. Cove H Plat
4. Cove H Plat (B)
5. Callaway & Ridge Drive Back-Lot Sewer Mains
6. Sewer Main & Maintenance Access
7. Sewer Main 01
8. Sewer Main 02
9. Sewer Main 03
10. Sewer Main 04
11. Sewer Main 05
12. Sewer Main 06
13. Sewer Main 07
14. Sewer Main 08
15. Sewer Main 09
16. Sewer Main 10
17. Sewer Main 11
18. Sewer Main 12
19. Sewer Main 13
20. Sewer Main 14
21. Sewer Main 15
22. Sewer Main 16
23. Weed Abatement 01
24. Weed Abatement 02
25. Weed Abatement 03
26. Weed Abatement 04
27. Weed Abatement 05
28. Weed Abatement 06
29. Weed Abatement 07
30. Weed Abatement 08



Sewer Maintenance & Weed Abatement

December 3, 2024

Date

This discussion is regarding two separate, but related topics:

- Reestablishing maintenance access for a back-lot sewer main along the Wasatch Canal
 - Despite warnings, homeowners have placed rock walls, landscaping, trees, and even a greenhouse on top of the sewer main and along the utility easement
- Homeowner weed abatement difficulties along the Wasatch Canal
 - Code Enforcement plans to make homeowner weed abatement compliance a priority this Spring

Back-Lot Sewer Main

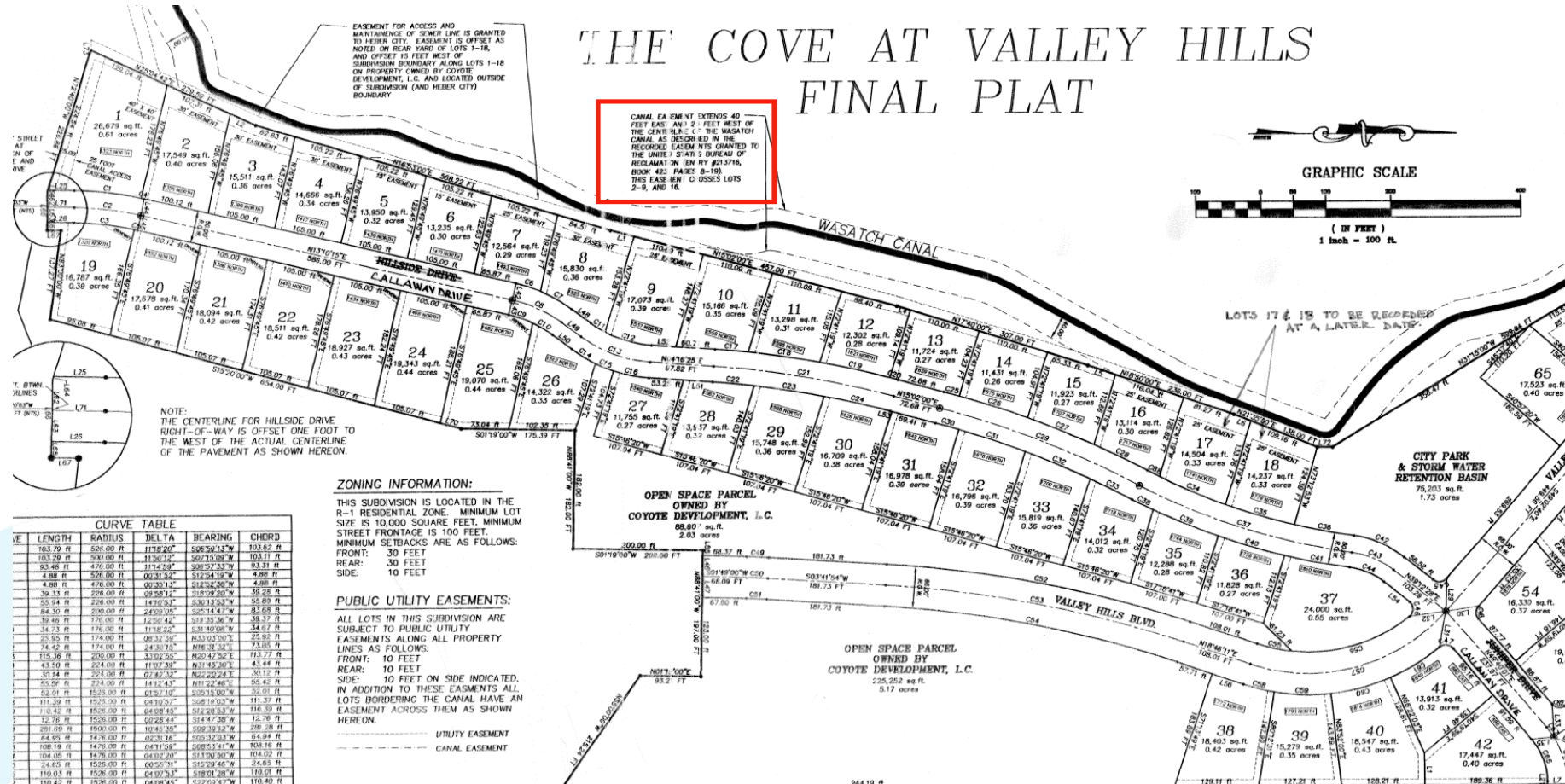
Green indicates sewer main location

Red indicates maintenance access on the near (east) side of the canal

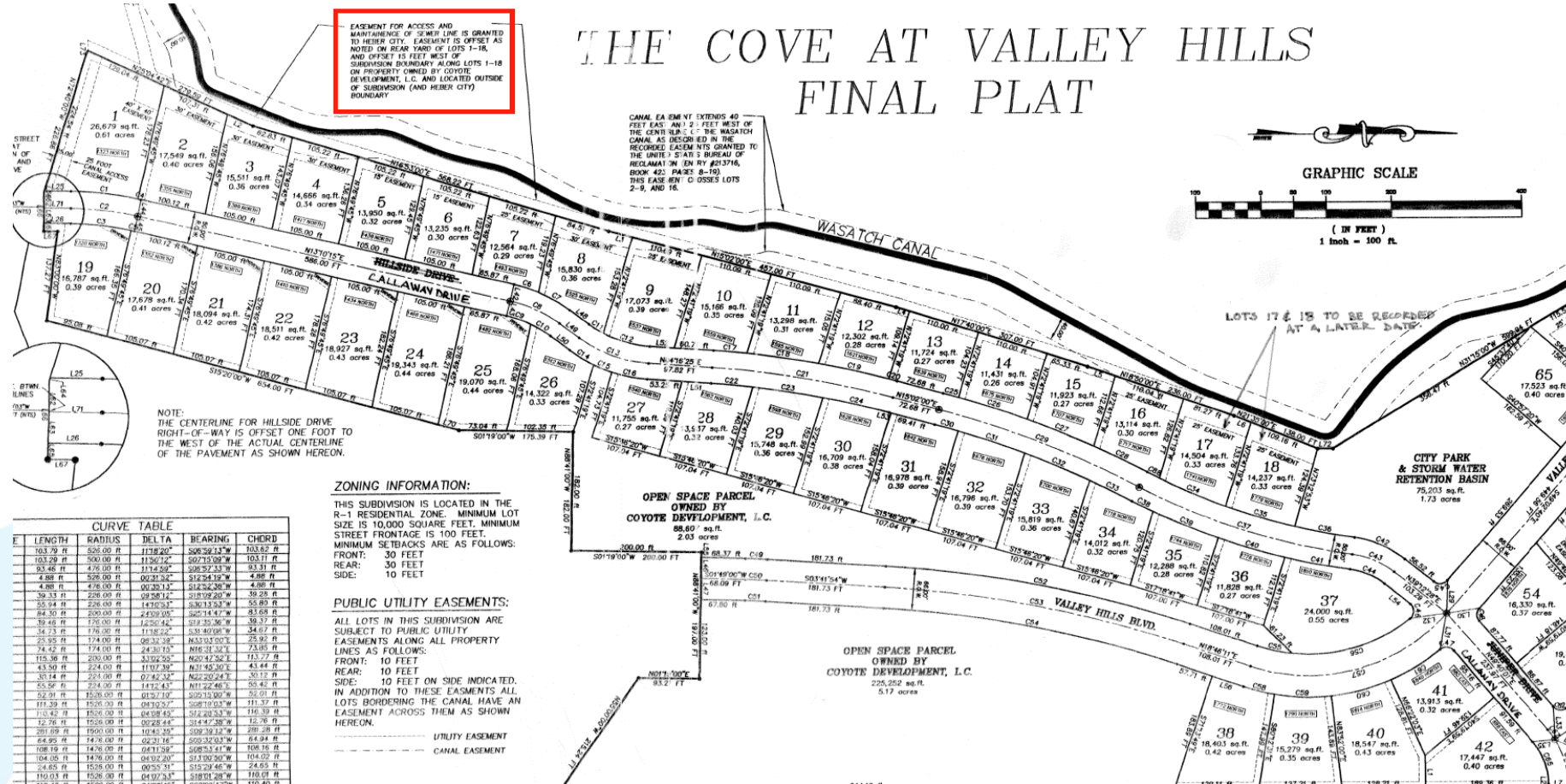
Yellow indicates maintenance access on the far (west) side of the canal



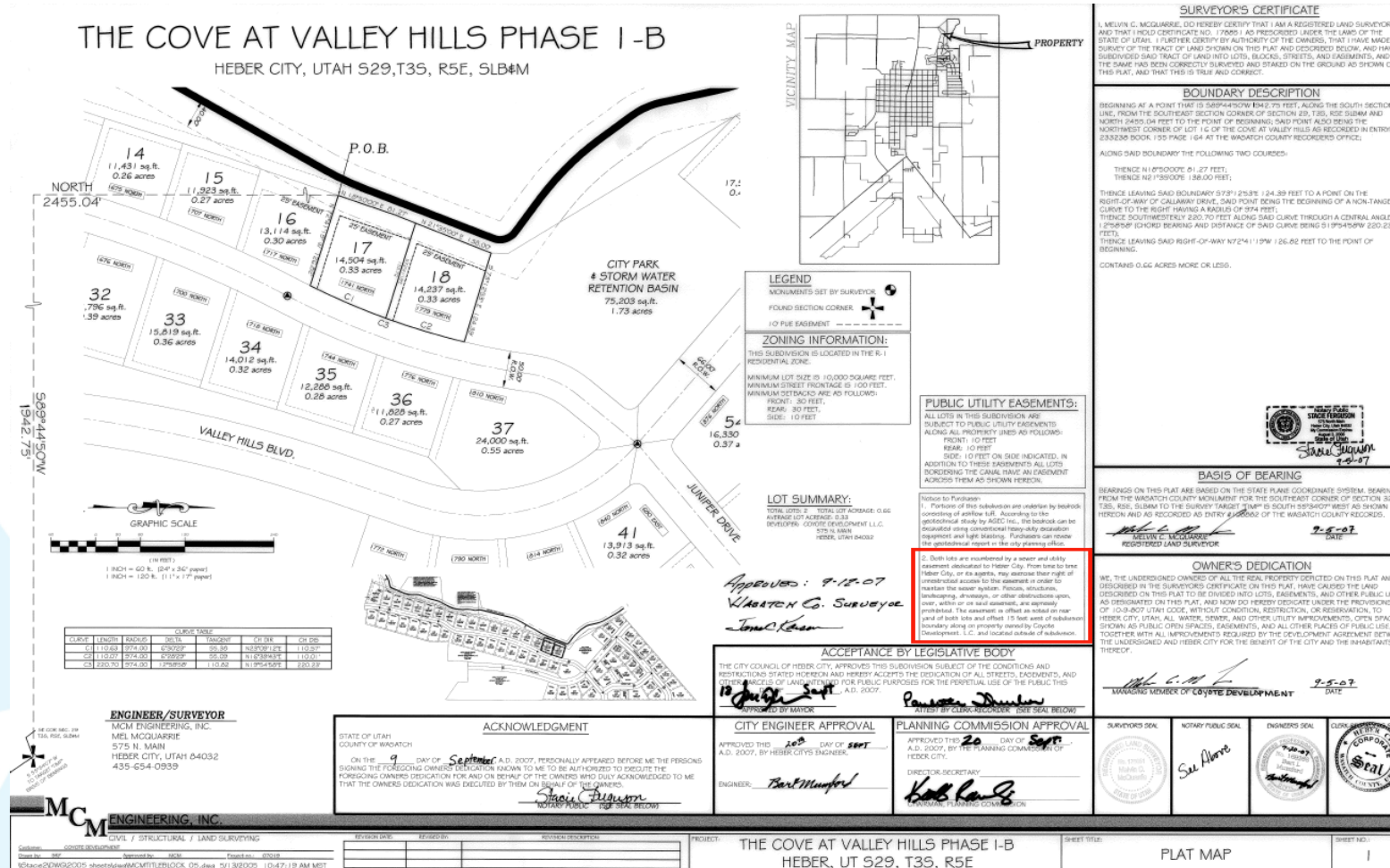
Easement extends 40 feet east and 25 feet west of the centerline of the Wasatch Canal



Easement for access and maintenance of sewer line is granted to Heber City



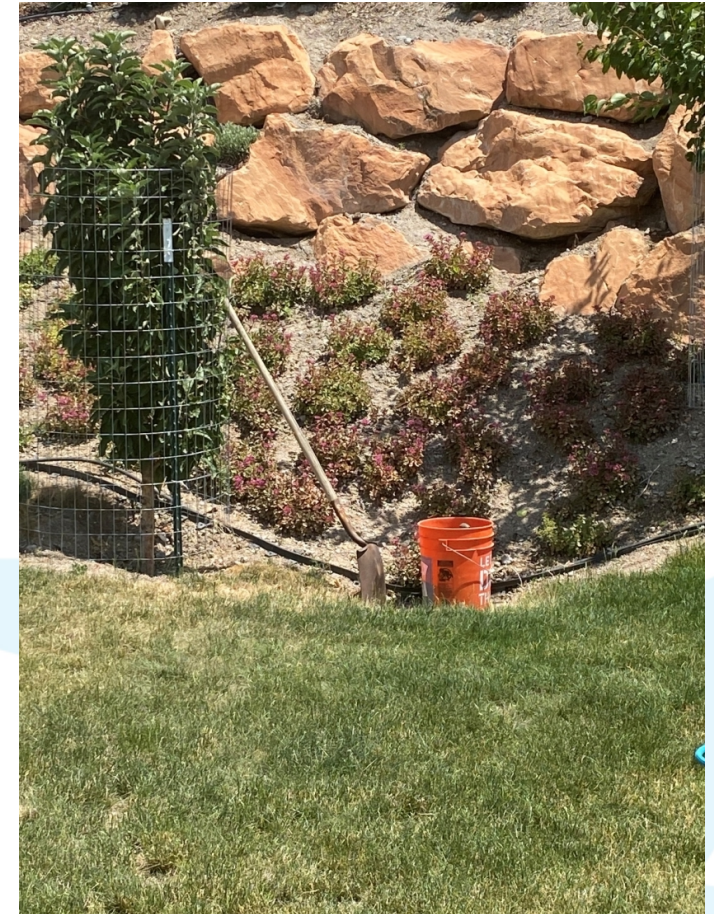
Both lots are encumbered by a sewer and utility easement dedicated to Heber City; obstructions are expressly prohibited



Examples:



Examples:



Examples:



Considerations:

- Without reestablishing maintenance access, regular or emergency cleaning is not possible
- Complaints when homeowners are asked to restore easement access, or see removal occur
- Public Works has budgeted \$60,000 in Fiscal Year 24-25 to reestablish access
 - This amount will be used for equipment and road base
 - It is doubtful this amount will be adequate to complete the project
- Public Works recommends inviting homeowners to an open house where staff can explain the expectations and the importance of the project
 - Staff hopes to achieve Council and homeowner support

Weed Abatement

8.08.030 Inspection And Notice

Undeveloped, developed or parcel lots which have weeds, grass or other growth which constitute an existing or potential fire hazard, or a nuisance, shall be abated by the owner of the property. Weed abatement compliance shall be accomplished by plowing or mowing weeds within four (4) inches of the ground. The City shall survey properties within the City and identify those needing abatement and then serve notice in writing upon the owner or occupant of such land in person or by mailing notice, postage prepaid, addressed to the owner or occupant at the last known post office address as indicated by records of the County Assessor. The notice shall require the owner or occupant as the case may be to abate the weeds by a specific time, which shall not be less than ten (10) days from the date of service of such notice. One notice shall be deemed sufficient on any lot or parcel of property for the entire season of weed growth during that year. The City shall make proof of service of such notice under oath, and file the same in the office of the County Treasurer.

Other similar codes include:

Vegetation. Dead, decayed, diseased, or hazardous trees, weeds, hedges, and overgrown or uncultivated vegetation which is in a hazardous condition, is an obstruction to pedestrian or vehicular traffic, or which is likely to harbor rats, vermin or other pests.

Noxious Weeds. Noxious weeds located on vacant lots or other property, along public sidewalks or the outer edge of any public street, or weeds in any other location that constitute a fire hazard.

Fire Hazard. Anything that has the potential to be a fire hazard.

Requirements to gain compliance:

Spray noxious weeds as needed to mitigate the spread of noxious weeds, and cut vegetation to 4 inches from the ground to keep fire hazards to a minimum.

Fire Danger and Noxious Weeds



Fire Danger and Noxious Weeds



Considerations:

- The CUP has stated that they do **not** want people in the canal
- Code Enforcement recommends posting signs stating: DO NOT ENTER WATERWAY, ONLY AUTHORIZED PERSONAL, VIOLATORS WILL BE PROSECUTED
 - Despite assurances, the CUP is concerned that signs that acknowledge this danger, they would be open to litigation
- Due to difficulties experienced to achieve homeowner compliance, Public Works has solicited bids for the cost of hiring a private contractor to maintain the banks of the canal
 - This bid came back at \$165,000
 - Due to this amount, Public Works recommends that Code Enforcement be allowed to require that homeowners perform their own weed abatement

Subject: Invitation to Open House: Sewer Easement Maintenance Project

Dear Neighbor,

In conjunction with a planned maintenance project that will reestablish a utility access pathway in Heber City's existing utility easement near the Wasatch Canal west of Callaway Drive (see attached map), we would like to extend an invitation to you to attend a project Open House where details of the project will be presented and input received from the public.

Date:

Time:

Location:

This meeting will provide an opportunity to gain comprehensive insights into project plans, address any concerns you may have, and offer a platform for open dialogue.

Representatives from the Heber City Public Works Department will be present to provide detailed information and answer questions.

Your attendance and participation in this meeting are valuable as we strive to ensure that the community's concerns are heard and addressed. Together, we can work and improve utility infrastructure for your neighborhood to minimize project impacts.

We look forward to your presence at the Open House. If you cannot attend but have specific questions, please contact the Heber City Public Works Department at **435.654.3275** for assistance.

Thank you for your cooperation and engagement in enhancing our community.

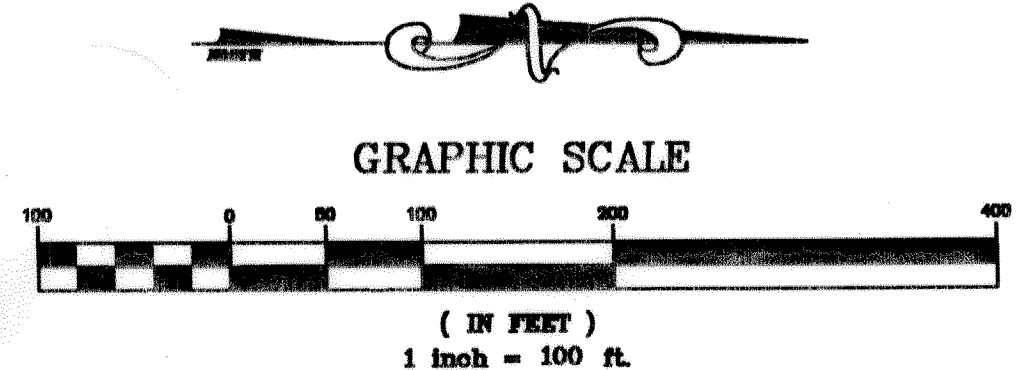
Sincerely,

Heber City Public Works

THE COVE AT VALLEY HILLS FINAL PLAT

EASEMENT FOR ACCESS AND MAINTENANCE OF SEWER LINE IS GRANTED TO HEBER CITY. EASEMENT IS OFFSET AS NOTED ON REAR YARD OF LOTS 1-18, AND OFFSET 15 FEET WEST OF SUBDIVISION BOUNDARY ALONG LOTS 1-18 ON PROPERTY OWNED BY COYOTE DEVELOPMENT, L.C. AND LOCATED OUTSIDE OF SUBDIVISION (AND HEBER CITY) BOUNDARY.

CANAL EASEMENT EXTENDS 40 FEET EAST AND 2 FEET WEST OF THE CENTERLINE OF THE WASATCH CANAL, AS DESCRIBED IN THE RECORDED EASEMENT GRANTED TO THE UNITED STATES BUREAU OF RECLAMATION, IN RY #213716, BOOK 422, PAGES 8-10. THIS EASEMENT COVERS LOTS 2-9, AND 16.



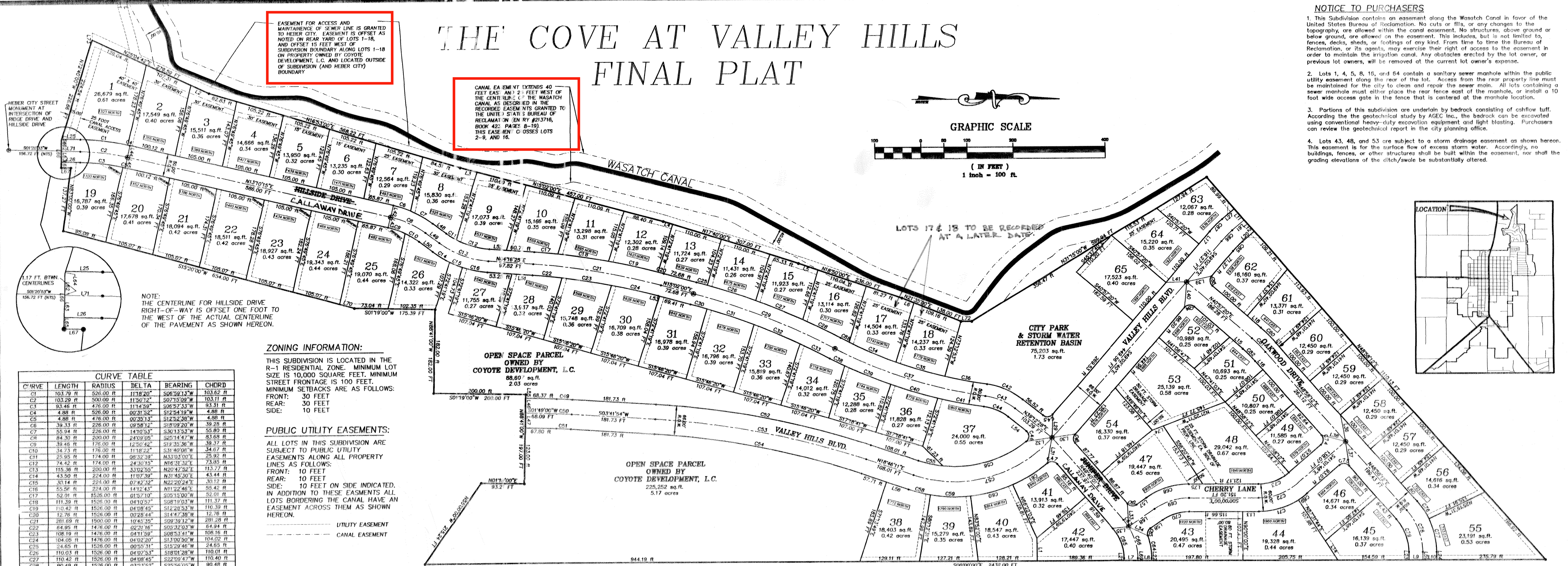
NOTICE TO PURCHASERS

1. This Subdivision contains an easement along the Wasatch Canal in favor of the United States Bureau of Reclamation. No cuts or fills, or any changes to the topography, are allowed within the canal easement. No structures, above ground or below ground, are allowed on the easement. This includes, but is not limited to, fences, decks, sheds, or footings of any kind. From time to time the Bureau of Reclamation, or its agents, may exercise their right of access to the easement in order to maintain the irrigation canal. Any obstacles erected by the lot owner, or previous lot owners, will be removed at the current lot owner's expense.

2. Lots 1, 4, 5, 8, 15, and 64 contain a sanitary sewer manhole within the public utility easement along the rear of the lot. Access from the rear property line must be maintained for the city to clean and repair the sewer main. All lots containing a sewer manhole must either place the rear fence east of the manhole, or install a 10 foot wide access gate in the fence that is centered at the manhole location.

3. Portions of this subdivision are underlain by bedrock consisting of cshflow tuff. According to the geotechnical study by AGEC Inc., the bedrock can be excavated using conventional heavy-duty excavation equipment and light blasting. Purchasers can review the geotechnical report in the city planning office.

4. Lots 43, 48, and 53 are subject to a storm drainage easement as shown hereon. This easement is for the surface flow of excess storm water. Accordingly, no buildings, fences, or other structures shall be built within the easement, nor shall the grading elevations of the ditch/awale be substantially altered.



NOTE: THE CENTERLINE FOR HILLSIDE DRIVE RIGHT-OF-WAY IS OFFSET ONE FOOT TO THE WEST OF THE ACTUAL CENTERLINE OF THE PAVEMENT AS SHOWN HEREON.

ZONING INFORMATION:

THIS SUBDIVISION IS LOCATED IN THE R-1 RESIDENTIAL ZONE. MINIMUM LOT SIZE IS 10,000 SQUARE FEET. MINIMUM SETBACKS ARE AS FOLLOWS:

FRONT: 30 FEET
REAR: 30 FEET
SIDE: 10 FEET

PUBLIC UTILITY EASEMENTS:

ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO PUBLIC UTILITY EASEMENTS ALONG ALL PROPERTY LINES AS FOLLOWS:

FRONT: 10 FEET
REAR: 10 FEET
SIDE: 10 FEET ON SIDE INDICATED.

IN ADDITION TO THESE EASEMENTS ALL LOTS BORDERING THE CANAL HAVE AN EASEMENT ACROSS THEM AS SHOWN HEREON.

UTILITY EASEMENT
CANAL EASEMENT

WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 29, T.3S, R.5E, S.14M (BOOK 108, PAGE 391, ENTRY 108882 OF WASATCH COUNTY RECORDS).

BEARING TO TARGET "T.M.P." IS SOUTH 55°34'07" WEST

DRIVEWAY EASEMENTS

LOTS #19 - #25 ARE SUBJECT TO A DRIVEWAY EASEMENT GRANTED TO THE ADJOINING LOT TO THE NORTH OF EACH SAID LOT. THIS EASEMENT IS TRIANGULAR SHAPED AND BEGINS AT A POINT 50 FEET FROM THE FRONT NORTH LOT CORNER AND ENDS AT A POINT 20 FEET ALONG THE SIDE BOUNDARY AS SHOWN HEREON. AREA = 500 SQ. FT.

ENTRY SIGN EASEMENTS

LOTS #82 AND #63 ARE SUBJECT TO AN EASEMENT GRANTED TO THE HOMEOWNER'S ASSOC. FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING AN ENTRY SIGN AND LANDSCAPING. THIS EASEMENT IS TRIANGULAR SHAPED AND BEGINS AT A POINT 20 FEET FROM THE LOT CORNER ALONG THE TWO LOT BOUNDARY LINES AS SHOWN HEREON. AREA = 200 SQ. FT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 1485.12 FEET AND WEST 1339.53 FEET FROM THE SOUTHEAST CORNER (BRASS CAP MONUMENT) OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING THE NORTHEAST CORNER OF VALLEY HILLS ESTATES PLAT "F";

THENCE THE FOLLOWING SEVEN COURSES ALONG THE NORTH AND WEST BOUNDARY OF VALLEY HILLS PLAT "F":
NORTH 55°00'00" WEST 215.24 FEET;
NORTH 01°19'00" EAST 93.21 FEET;
NORTH 88°41'00" WEST 197.00 FEET;
SOUTH 01°19'00" WEST 200.00 FEET;
NORTH 88°41'00" WEST 182.00 FEET;
SOUTH 01°19'00" WEST 175.39 FEET;
SOUTH 15°20'00" WEST 654.00 FEET;

THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH BOUNDARY OF VALLEY HILLS ESTATES PLAT "E":
NORTH 83°00'00" WEST 137.27 FEET;
SOUTH 01°20'03" WEST 21.00 FEET TO THE NORTHEAST CORNER OF VALLEY HILLS ESTATES PLAT "G";

THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH BOUNDARY OF VALLEY HILLS ESTATES PLAT "G":
THENCE NORTH 88°39'57" WEST 60.14 FEET;
THENCE NORTH 72°40'00" WEST 226.86 FEET;
THENCE WEST 0.35 FEET;
THENCE NORTH 25°04'42" EAST 279.59 FEET;
THENCE NORTH 16°53'00" EAST 568.22 FEET;
THENCE NORTH 15°02'00" EAST 457.00 FEET;
THENCE NORTH 17°40'00" EAST 307.00 FEET;
THENCE NORTH 18°50'00" EAST 236.00 FEET;
THENCE NORTH 21°35'00" EAST 138.00 FEET;
THENCE NORTH 23.76 FEET;
THENCE NORTH 31°15'00" WEST 599.94 FEET;
THENCE NORTH 48°58'12" EAST 1110.13 FEET;
THENCE SOUTH 2432.00 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 40.00 ACRES.

BASIS OF BEARINGS

BEARINGS ON THIS PLAT ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, BEARING FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 32, T.3S, R.5E, S.14M TO THE SURVEY TARGET "T.M.P." IS SOUTH 55°34'07" WEST AS SHOWN HEREON AND AS RECORDED AS ENTRY #108882 OF THE WASATCH COUNTY RECORDS.

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	103.79 ft	526.00 ft	119.20°	S08°29'13"W	103.62 ft
C2	103.29 ft	500.00 ft	115.02°	S07°59'24"W	103.31 ft
C3	93.46 ft	476.00 ft	114.59°	S06°52'33"W	93.31 ft
C4	4.88 ft	526.00 ft	00°31'52"	S12°54'19"W	4.88 ft
C5	4.88 ft	476.00 ft	00°30'13"	S12°52'36"W	4.88 ft
C6	39.33 ft	226.00 ft	08°30'12"	S10°09'20"W	39.32 ft
C7	55.94 ft	226.00 ft	14°10'53"	S30°13'53"W	55.89 ft
C8	84.30 ft	200.00 ft	24°09'05"	S25°14'47"W	83.69 ft
C9	39.46 ft	176.00 ft	12°50'42"	S13°35'36"W	39.37 ft
C10	34.73 ft	176.00 ft	11°28'22"	S13°40'08"W	34.67 ft
C11	25.95 ft	174.00 ft	08°32'39"	N33°03'00"E	25.92 ft
C12	74.42 ft	174.00 ft	24°30'15"	N16°31'32"E	73.85 ft
C13	115.36 ft	200.00 ft	33°02'35"	N20°42'56"E	115.31 ft
C14	43.50 ft	224.00 ft	11°07'30"	N33°45'30"E	43.44 ft
C15	35.14 ft	224.00 ft	07°42'32"	N22°20'24"E	35.12 ft
C16	55.56 ft	224.00 ft	14°12'43"	N11°22'46"E	55.42 ft
C17	52.91 ft	1526.00 ft	01°12'10"	S05°12'00"W	52.91 ft
C18	111.39 ft	1526.00 ft	04°10'23"	S08°10'04"W	111.37 ft
C19	110.42 ft	1526.00 ft	04°08'45"	S12°28'53"W	110.39 ft
C20	12.76 ft	1526.00 ft	02°28'44"	S14°47'38"W	12.76 ft
C21	281.89 ft	1500.00 ft	10°43'35"	S09°39'12"W	281.28 ft
C22	64.95 ft	1476.00 ft	02°31'16"	S03°12'03"W	64.94 ft
C23	108.19 ft	1476.00 ft	04°11'58"	S08°53'41"W	108.16 ft
C24	104.05 ft	1476.00 ft	04°02'20"	S13°00'50"W	104.02 ft
C25	24.65 ft	1526.00 ft	00°50'31"	S15°09'46"W	24.63 ft
C26	110.63 ft	1526.00 ft	04°02'23"	S18°01'26"W	110.61 ft
C27	110.42 ft	1526.00 ft	04°08'45"	S22°29'47"W	110.40 ft
C28	80.49 ft	1526.00 ft	03°21'52"	S25°56'05"W	80.48 ft
C29	326.87 ft	1500.00 ft	17°36'01"	S21°20'04"W	326.71 ft
C30	37.66 ft	1476.00 ft	01°22'43"	S12°43'34"W	37.66 ft
C31	107.05 ft	1476.00 ft	04°09'20"	S18°34'23"W	107.03 ft
C32	107.51 ft	1476.00 ft	04°10'23"	S22°44'14"W	107.48 ft
C33	72.30 ft	1476.00 ft	02°48'35"	S26°13'43"W	72.27 ft
C34	110.63 ft	974.00 ft	06°39'29"	N03°39'12"E	110.57 ft
C35	110.07 ft	974.00 ft	06°28'28"	N16°39'43"E	110.01 ft
C36	93.44 ft	974.00 ft	05°29'48"	N10°49'35"E	93.40 ft
C37	343.92 ft	1000.00 ft	19°42'19"	N17°48'37"E	343.71 ft
C38	163.98 ft	1024.00 ft	02°00'44"	N12°37'27"E	163.98 ft
C39	107.51 ft	1024.00 ft	03°00'56"	N22°36'45"E	107.46 ft
C40	107.06 ft	1024.00 ft	05°59'24"	N16°36'35"E	107.01 ft
C41	101.63 ft	1024.00 ft	05°41'12"	N10°46'17"E	101.59 ft
C42	85.17 ft	1024.00 ft	31°16'46"	S23°34'05"W	85.11 ft
C43	70.97 ft	130.00 ft	31°16'46"	S23°34'05"W	70.99 ft
C44	57.87 ft	106.00 ft	31°16'46"	S23°34'05"W	57.15 ft
C45	23.10 ft	15.00 ft	88°15'08"	N04°55'08"E	20.89 ft
C46	26.66 ft	15.00 ft	01°02'42"	N09°20'45"E	23.23 ft
C47	23.44 ft	15.00 ft	89°32'50"	S04°53'36"W	21.13 ft
C48	21.28 ft	15.00 ft	81°17'19"	S89°41'19"E	19.54 ft
C49	33.92 ft	1033.00 ft	01°52'24"	S02°42'27"W	33.92 ft
C50	32.84 ft	1024.00 ft	01°52'24"	S02°45'27"W	32.84 ft
C51	31.76 ft	867.00 ft	01°52'24"	S02°45'27"W	31.75 ft
C52	475.85 ft	1809.00 ft	15°04'17"	S11°14'02"W	474.48 ft
C53	467.17 ft	1776.00 ft	15°04'17"	S11°14'02"W	465.82 ft
C54	458.49 ft	1743.00 ft	15°04'17"	S11°14'02"W	457.17 ft
C55	54.60 ft	1776.00 ft	12°30'42"	N12°30'42"E	54.49 ft
C56	194.30 ft	247.00 ft	45°04'16"	N16°25'56"W	189.33 ft
C57	531.40 ft	280.00 ft	67°48'51"	N15°08'15"W	312.39 ft
C58	49.05 ft	313.00 ft	08°58'41"	N14°16'50"E	49.00 ft
C59	85.00 ft	313.00 ft	03°58'29"	N09°49'45"E	85.72 ft
C60	95.50 ft	313.00 ft	12°58'28"	N14°52'28"W	95.13 ft
C61	88.85 ft	313.00 ft	16°15'53"	N31°44'52"W	88.55 ft
C62	22.25 ft	15.00 ft	84°39'43"	N07°10'09"E	20.27 ft
C63	16.93 ft	15.00 ft	72°18'56"	S71°29'10"E	17.70 ft
C64	49.27 ft	160.00 ft	01°02'42"	S01°02'42"E	49.08 ft
C65	70.39 ft	100.00 ft	49°19'50"	S69°50'00"W	68.95 ft
C66	71.99 ft	130.00 ft	31°43'45"	S74°08'07"W	71.07 ft
C67	19.32 ft	130.00 ft	08°36'13"	S53°58'08"W	19.32 ft
C68	98.66 ft	160.00 ft	16°52'42"	S16°52'42"E	97.10 ft
C69	80.16 ft	130.00 ft	31°42'42"	S71°39'51"E	78.89 ft
C70	61.66 ft	100.00 ft	35°19'42"	S71°39'51"E	60.69 ft
C71	90.68 ft	160.00 ft	32°28'16"	N16°14'08"W	89.78 ft
C72	130.68 ft	130.00 ft	41°01'48"	N20°30'54"W	129.12 ft
C73	71.61 ft	100.00 ft	41°01'48"	N20°30'54"W	70.09 ft
C74	23.56 ft	15.00 ft	90°00'00"	N86°01'48"W	21.21 ft
C75	23.56 ft	15.00 ft	90°00'00"	S03°58'12"W	21.21 ft
C76	46.60 ft	170.00 ft	15°12'11"	S15°12'11"E	46.45 ft
C77	75.14 ft	170.00 ft	25°19'31"	S27°20'14"W	74.53 ft
C78	100.25 ft	140.00 ft	41°01'48"	S89°29'06"W	98.13 ft
C79	78.77 ft	130.00 ft	01°02'42"	S01°02'42"E	77.40 ft
C80	46.16 ft	330.00 ft	08°00'52"	S44°57'46"W	46.12 ft
C81	41.96 ft	300.00 ft	08°00'52"	S44°57'46"W	41.93 ft
C82	37.77 ft	270.00 ft	08°00'52"	S44°57'46"W	37.74 ft
C83	23.30 ft	130.00 ft	08°00'52"	S44°57'46"W	23.27 ft
C84	23.56 ft	15.00 ft	90°00'00"	S04°02'40"E	23.56 ft
C85	29.23 ft	208.00 ft	08°00'52"	S45°02'14"E	29.21 ft
C86	33.85 ft	242.00 ft	08°00'52"	S45°02'14"E	33.82 ft
C87	38.47 ft	278.00 ft	08°00'52"	S45°02'14"E	38.43 ft
C88	20.84 ft	974.00 ft	01°13'34"	N27°01'14"E	20.84 ft
C89	23.90 ft	160.00 ft	08°33'32"	N36°45'02"W	23.88 ft

LINE	LENGTH	BEARING
L1	48.48 ft	N00°00'00"E
L2	48.48 ft	N23°04'22"E
L3	38.34 ft	N15°02'00"E
L4	21.87 ft	N17°40'00"E
L5	44.69 ft	N18°50'00"E
L6	28.84 ft	N21°30'00"E
L7	30.00 ft	S00°00'00"W
L8	30.00 ft	S00°00'00"W
L9	30.00 ft	S00°00'00"W
L10	30.00 ft	S00°00'00"W
L11	33.00 ft	N48°58'12"E
L12	33.00 ft	N48°58'12"E
L13	35.54 ft	S00°00'00"W
L14	49.06 ft	N27°31'44"E
L15	37.25 ft	S40°57'40"W
L16	1238.47 ft	N48°58'12"E
L17	36.75 ft	S49°02'40"E
L18	38.28 ft	S40°57'40"W
L19	11.28 ft	N48°58'12"E
L20	34.52 ft	N41°01'48"E
L21	5.20 ft	N00°00'00"E
L22	5.20 ft	N00°00'00"E
L23	17.89 ft	N00°00'00"E
L24	34.52 ft	N00°00'00"E
L25	40.33 ft	N01°20'03"E
L26	40.96 ft	N01°20'03"E
L27	34.52 ft	N01°41'48"E
L28	69.12 ft	N23°04'22"E
L29	50.46 ft	N01°41'48"E
L30	57.67 ft	S27°14'14"E
L31	32.76 ft	N00°00'00"W
L32	51.76 ft	S87°03'58"E

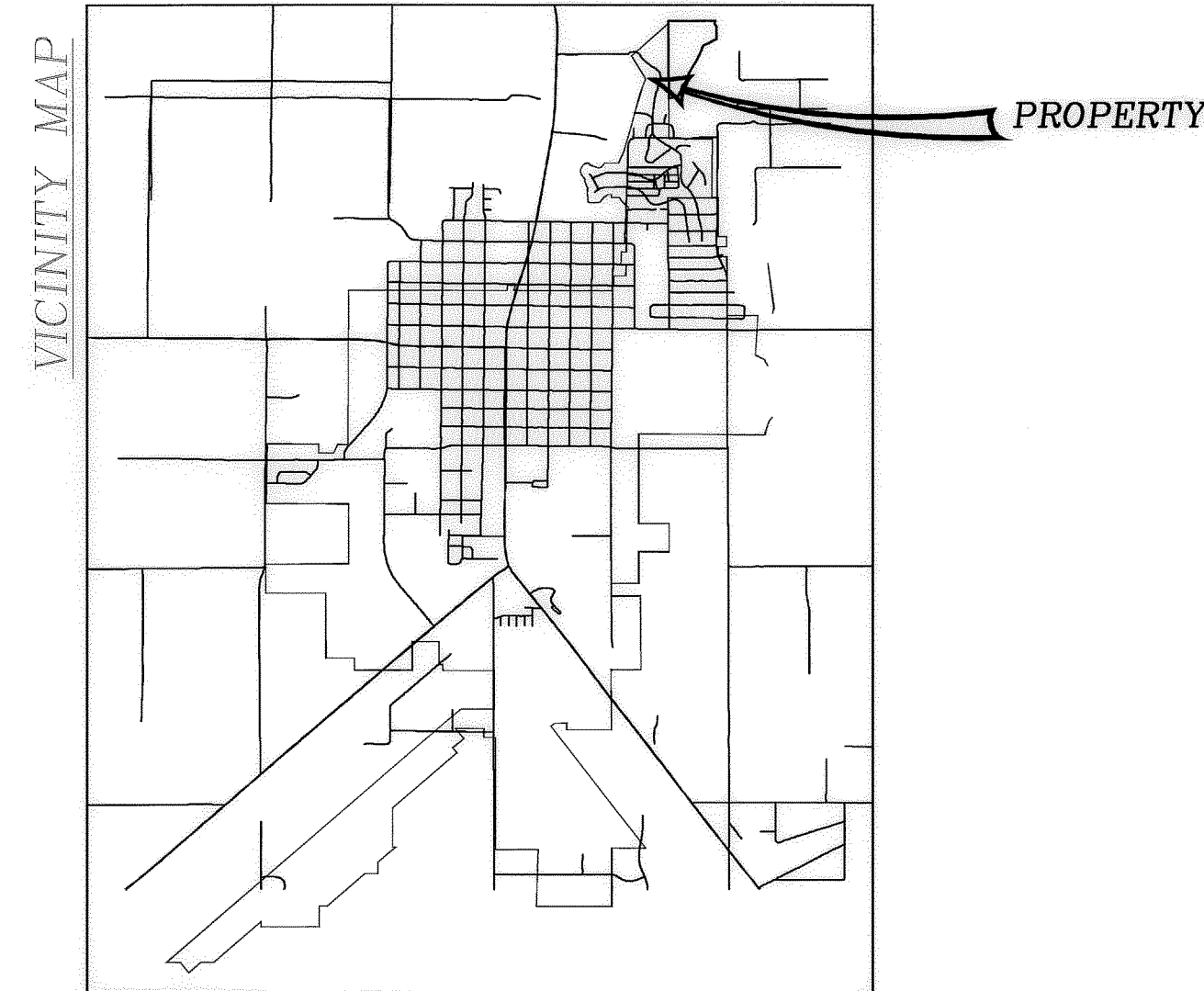
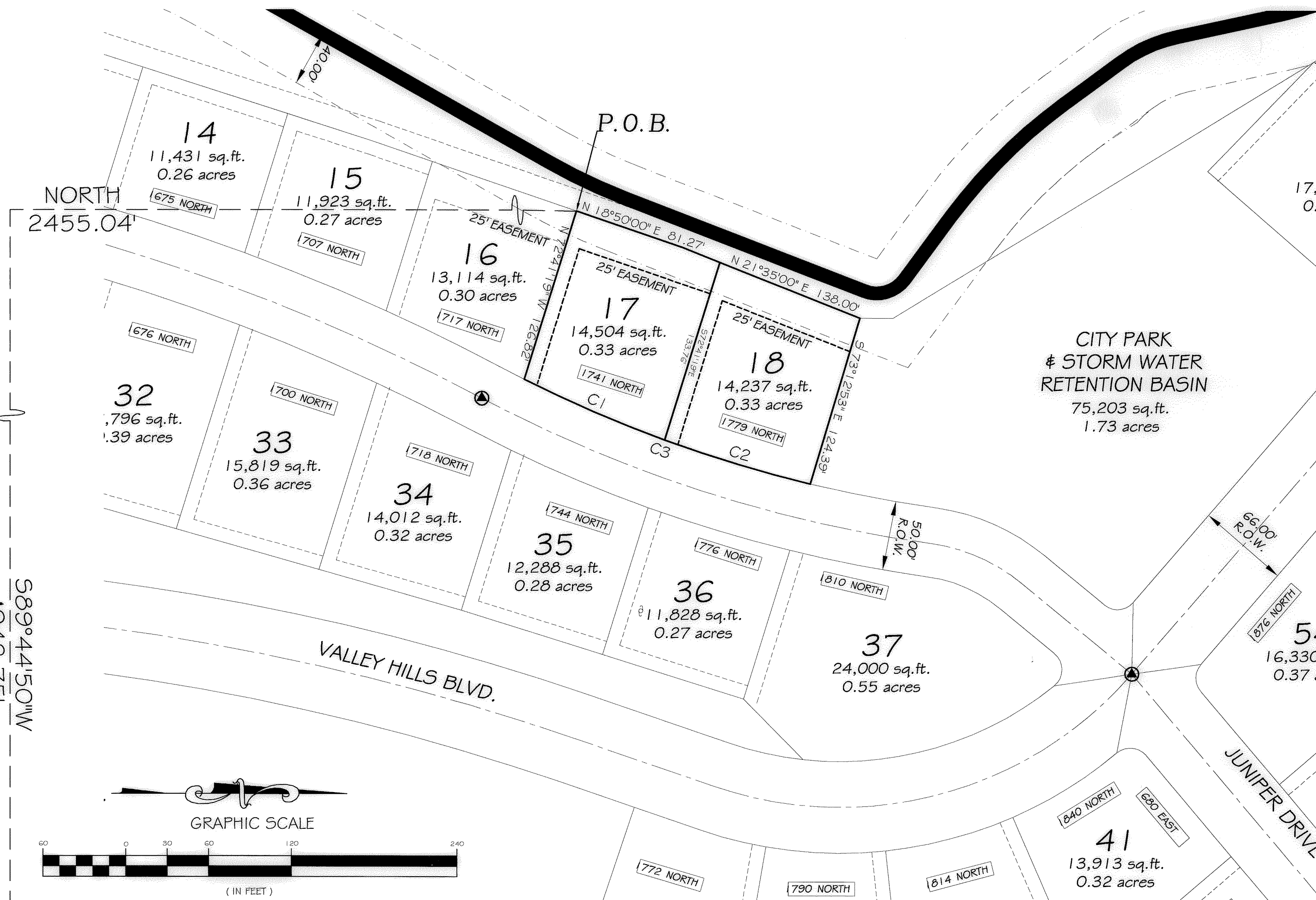
LINE	LENGTH	BEARING
L34	48.30 ft	N45°24'19"E
L35	34.53 ft	S08°35'17"E
L36	59.89 ft	S72°01'45"W
L37	54.08 ft	N26°42'45"E
L38	54.08 ft	S15°16'48"W
L39	55.80 ft	N12°42'28"E
L40	55.80 ft	S85°17'54"E
L41	44.92 ft	S01°46'22"E
L42	26.00 ft	N76°42'45"E
L43	24.00 ft	S76°42'45"E
L44	26.00 ft	N76°42'45"E
L45	24.00 ft	S76°42'45"E
L46	33.00 ft	S88°41'00"E
L47	33.00 ft	S88°41'00"E
L48	37.11 ft	N57°11'19"E
L49	37.11 ft	N57°11'19"E
L50	37.11 ft	N57°11'19"E
L51	44.57 ft	N04°16'22"E
L52	37.11 ft	N04°16'22"E
L53	32.77 ft	N03°12'00"E
L54	50.50 ft	N39°12'28"E
L55	8.00 ft	N88°41'00"E
L56	50.30 ft	N23°04'22"E
L57	26.42 ft	N18°40'14"E
L58	32.77 ft	N03°12'00"E
L59	17.89 ft	N00°00'00"E
L60	51.27 ft	N23°04'22"E
L61	2.32 ft	N72°40'00"E
L62	23.77 ft	N88°39'57"E
L63	24.00 ft	N88°39'57"E
L64	2.32 ft	N72°40'00"E
L65	12.36 ft	N88°39'57"E
L66	60.14 ft	N88°39'57"E
L67	21.00 ft	N01°20'03"E
L68	69.12 ft	N23°04'22"E
L69	50.46 ft	N01°41'48"E
L70	33.54 ft	S15°20'00"E
L71	40.96 ft	N01°20'03"E
L72	23.76 ft	N00°00'00"W
L73	0.35 ft	N00°00'00"W
L74	25.58 ft	S21°25'11"E

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT, AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-8-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION, TO HEBER CITY, UTAH, ALL STREETS, PARKS, EASEMENTS, AND OTHER PUBLIC USES, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS, EASEMENTS, AND ALL OTHER PLACES OF PUBLIC

THE COVE AT VALLEY HILLS PHASE I-B

HEBER CITY, UTAH S29,T35, R5E, SLB#M



LEGEND
MONUMENTS SET BY SURVEYOR
FOUND SECTION CORNER
10' PUE EASEMENT

ZONING INFORMATION:
THIS SUBDIVISION IS LOCATED IN THE R-1 RESIDENTIAL ZONE.
MINIMUM LOT SIZE IS 10,000 SQUARE FEET.
MINIMUM STREET FRONTAGE IS 100 FEET.
MINIMUM SETBACKS ARE AS FOLLOWS:
FRONT: 30 FEET,
REAR: 30 FEET,
SIDE: 10 FEET

PUBLIC UTILITY EASEMENTS:
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO PUBLIC UTILITY EASEMENTS ALONG ALL PROPERTY LINES AS FOLLOWS:
FRONT: 10 FEET
REAR: 10 FEET
SIDE: 10 FEET ON SIDE INDICATED. IN ADDITION TO THESE EASEMENTS ALL LOTS BORDERING THE CANAL HAVE AN EASEMENT ACROSS THEM AS SHOWN HEREON.

LOT SUMMARY:
TOTAL LOTS: 2 TOTAL LOT ACREAGE: 0.66
AVERAGE LOT ACREAGE: 0.33
DEVELOPER: COYOTE DEVELOPMENT LLC,
575 N. MAIN
HEBER, UTAH 84032

Notice to Purchaser:
1. Portions of this subdivision are underlain by bedrock consisting of ashflow tuff. According to the geotechnical study by AGEK Inc., the bedrock can be excavated using conventional heavy-duty excavation equipment and light blasting. Purchasers can review the geotechnical report in the city planning office.
2. Both lots are encumbered by a sewer and utility easement dedicated to Heber City. From time to time Heber City, or its agents, may exercise their right of unrestricted access to the easement in order to maintain the sewer system. Fences, structures, landscaping, driveways, or other obstructions upon, over, within or on said easement, are expressly prohibited. The easement is offset as noted on rear yard of both lots and offset 15 feet west of subdivision boundary along on property owned by Coyote Development, L.C. and located outside of subdivision.

APPROVED: 9-12-07
KASACH CO. SURVEYOR
James Kason

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, APPROVES THIS SUBDIVISION SUBJECT OF THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13th DAY OF Sept, A.D. 2007.

CITY ENGINEER APPROVAL

APPROVED THIS 20th DAY OF Sept, A.D. 2007, BY HEBER CITY'S ENGINEER.

ENGINEER: Bart Mumford

PLANNING COMMISSION APPROVAL

APPROVED THIS 20th DAY OF Sept, A.D. 2007, BY THE PLANNING COMMISSION OF HEBER CITY.

DIRECTOR-SECRETARY
Kob Rans

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON THE 9th DAY OF September, A.D. 2007, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGED TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.
Stacie Ferguson
NOTARY PUBLIC (SEE SEAL BELOW)

SURVEYOR'S CERTIFICATE

I, MELVIN C. MCQUARRIE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 178851 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

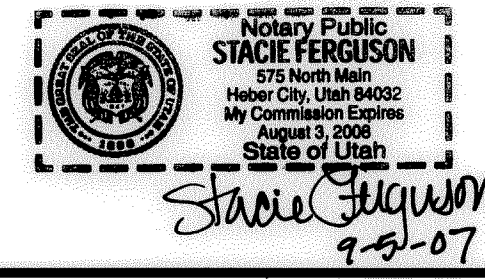
BEGINNING AT A POINT THAT IS 589°44'50"W 1942.75 FEET, ALONG THE SOUTH SECTION LINE, FROM THE SOUTHEAST SECTION CORNER OF SECTION 29, T35, R5E SLB#M AND NORTH 2455.04 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 16 OF THE COVE AT VALLEY HILLS AS RECORDED IN ENTRY# 233238 BOOK 155 PAGE 164 AT THE WASATCH COUNTY RECORDERS OFFICE;

ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES:

THENCE N 18°50'00"E 81.27 FEET;
THENCE N 21°35'00"E 138.00 FEET;

THENCE LEAVING SAID BOUNDARY 573°12'53"E 124.39 FEET TO A POINT ON THE RIGHT-OF-WAY OF CALLAWAY DRIVE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 974 FEET;
THENCE SOUTHWESTERLY 220.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 125°55'58" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S 19°54'58"W 220.23 FEET);
THENCE LEAVING SAID RIGHT-OF-WAY N72°41'19"W 126.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.66 ACRES MORE OR LESS.



BASIS OF BEARING

BEARINGS ON THIS PLAT ARE BASED ON THE STATE PLANE COORDINATE SYSTEM. BEARING FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 32, T35, R5E, SLB#M TO THE SURVEY TARGET "TJMP" IS SOUTH 55°34'07" WEST AS SHOWN HEREON AND AS RECORDED AS ENTRY # 108882 OF THE WASATCH COUNTY RECORDS.

MELVIN C. MCQUARRIE
REGISTERED LAND SURVEYOR

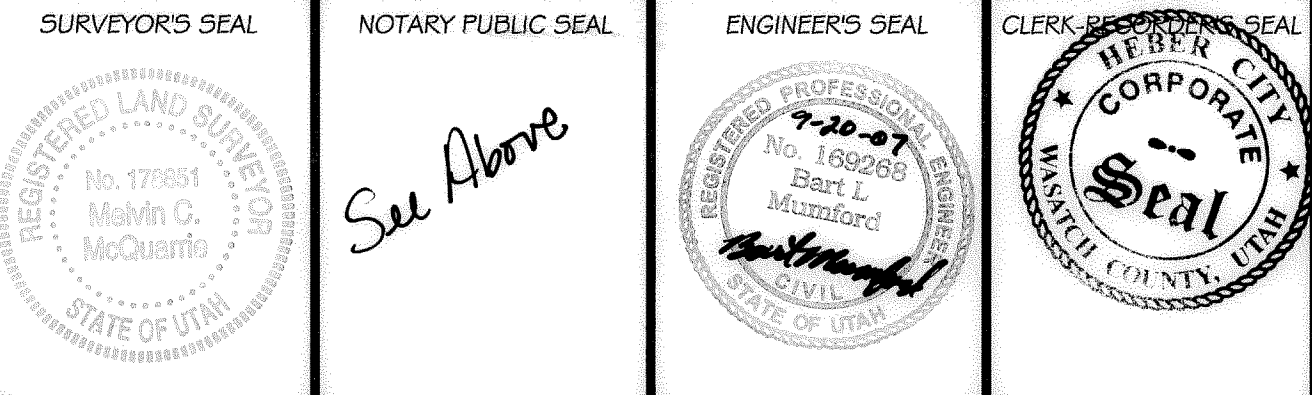
9-5-07
DATE

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT, AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION, TO HEBER CITY, UTAH, ALL WATER, SEWER, AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, EASEMENTS, AND ALL OTHER PLACES OF PUBLIC USE, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND HEBER CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

MANAGING MEMBER OF COYOTE DEVELOPMENT

9-5-07
DATE



MCM ENGINEERING, INC.
CIVIL / STRUCTURAL / LAND SURVEYING

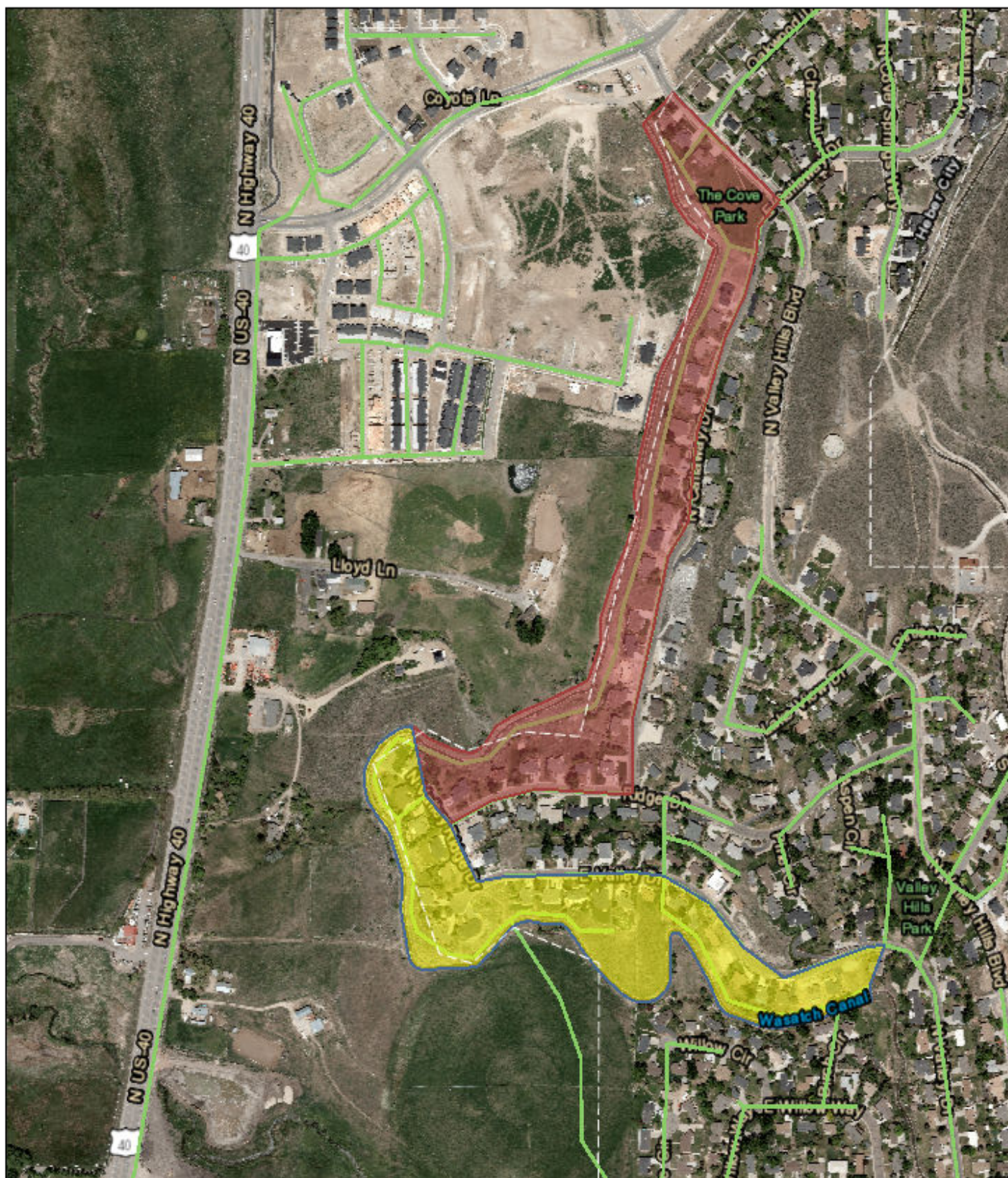
Customer: COYOTE DEVELOPMENT
Drawn by: SKJ
Approved by: MCM
Project no.: 07019
\\Stacie2\\DWG\\2005 sheets\\dwg\\MCM\\TITLEBLOCK_05.dwg 5/13/2005 10:47:19 AM MST

REVISION DATE:	REVISION BY:	REVISION DESCRIPTION:

PROJECT: THE COVE AT VALLEY HILLS PHASE I-B
HEBER, UT S29, T35, R5E

SHEET TITLE: PLAT MAP
SHEET NO.: 1

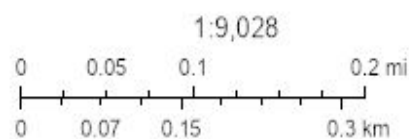
Callaway Drive & Ridge Drive Back-Lot Sewer Main



3/13/2024, 3:37:37 PM

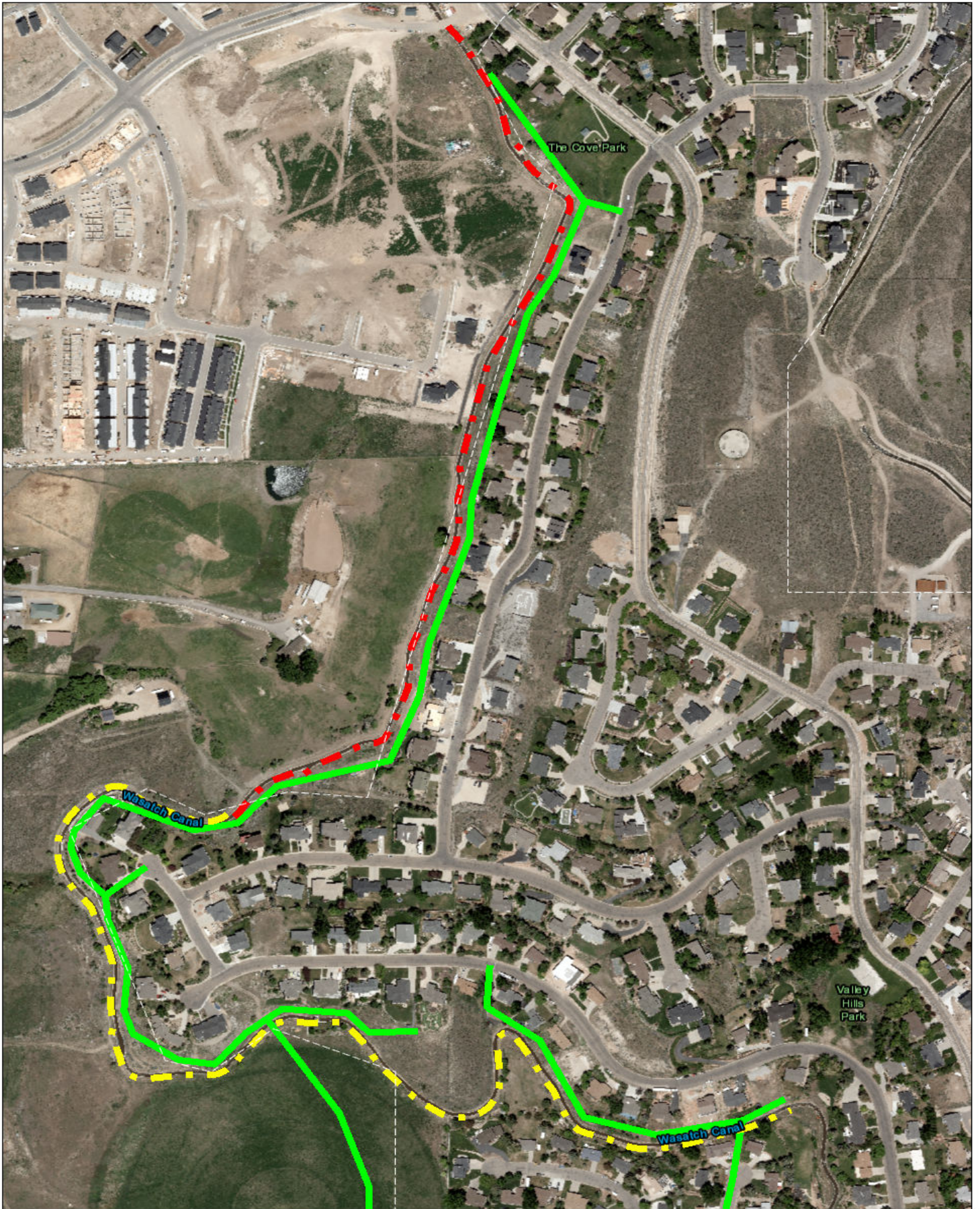
World Transportation

Sewer Gravity Mains

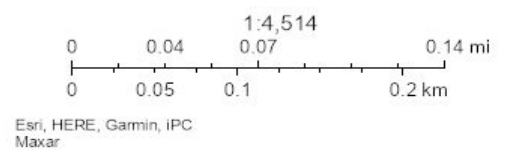


Esri, HERE, IPC, Esri, HERE, Garmin, IPC, Maxar

Sewer Main & Maintenance Access



3/14/2024, 4:11:51 PM





















































Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: FEMA Floodway Encroachments
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Community and Economic Development
Infrastructure Sustainability
Necessary Administrative Action

SUMMARY

Several residents located within the Brookside Phase 4 Subdivision have built improvements (primarily fences) within the FEMA Regulatory Floodway. In order to ensure continued coverage under the NFIP (National Flood Insurance Program), avoid potential violations from FEMA, and comply with our Flood Damage Prevention Ordinance, these encroachments must be remedied.

RECOMMENDATION

Provide feedback to staff on the proposed approach.
Authorize staff to provide written communication to residents informing them of options to remedy floodway encroachments.

BACKGROUND

Between 1975 and 1987, Heber City enrolled in the NFIP. Through this program, Federally-backed flood insurance is made available in communities that agree to regulate development in mapped floodplains. Flood insurance through the program is required for buildings located within the regulated floodplains. Premiums for insurance typically cover the cost of claims as well as administrative and mapping costs. Participation in the program also makes communities eligible to receive Federal disaster assistance.

In 2020 and 2021, the Brookside Phase 4 Subdivision Plats were recorded and homes began to be constructed. The elevations of the homes were established by the NFIP requirements, and a note on the Plat notified homeowners that the lots were within the 1% Annual Chance Floodplain Boundary and that flood insurance may be required. A separate note stated:

"No Grade Changes will be allowed within the regulatory floodway channel without prior written approval from the local floodplain administrator and FEMA. No structures or fences may be built within the regulatory floodway. Any such improvements shall be removed at the owner's expense."

Notwithstanding these notices, several property owners have built improvements (primarily fences) encroaching into the regulated floodway.

DISCUSSION

Taking no action to resolve this issue could result in unwanted consequences for the City. One possible consequence is an official Violation of NFIP program requirements from FEMA. A violation could consist of fines or even suspension from the NFIP. Suspension from the program would result in Heber City residents not being able to purchase flood insurance. Another possible consequence is that the community may not be eligible for financial assistance, including disaster relief.

Staff recommends that the City issue a letter to residents who have encroached upon the floodway. The letter would present options to correct the problem. The initial ideas of mitigation options include:

1. Removal of the Fence
2. Submittal/Approval of a Floodplain Development Permit with a No Rise Analysis
3. Replace the fence with a type of fence allowed in a floodway

FISCAL IMPACT

Potential costs to the City could be significant if access to federal disaster assistance is not available in the event of a disaster.

CONCLUSION

Based on the potential for significant consequences to Heber City and our residents, it is recommended that the Council support the proposed approach of notifying owners of the encroachment and working with homeowners on an acceptable solution.

ALTERNATIVES

Support the proposed direction from staff.
Provide other feedback on how to address the issue.

POTENTIAL MOTIONS

No official action required

ACCOUNTABILITY

 75 N Main Street
Heber City, UT 84032

 Phone: 435-657-0757
Fax: 435-657-2543

 heberut.gov

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Brookside 4A Plat
2. Brookside 4B Plat
3. Brookside 4C Plat
4. Brookside 4 Floodway Encroachment Exhibit

	REGULATORY FLOODWAY AREA
	1% ANNUAL CHANCE FLOOD HAZARD AREA
	EXISTING STREET MONUMENT
	BOUNDARY ANGLE POINT
	ADJACENT PROPERTY LINE
	PHASE 4B BOUNDARY
	CENTER CREEK CL
	SETBACKS
	BUILDING PAD
	FLOOD PLAIN CONTOUR

NORTHEAST CORNER
SECTION 8
T4S, R5E, SLB&M
FOUND COUNTY SURVEY MON

BASIS OF BEARINGS: N89°50'38"E 2660.68' BETWEEN SECTION CORNER MONUMENTS

LOT 20

CENTER CREEK

2

SAWMILL BLVD

PHASE 4 TYPICAL LOT ELEVATION CROSS SECTION (NTS)

SUBDIVISION PLAT

LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M,
HEBER CITY, WASATCH COUNTY, UTAH

BLOCK 1
 BEGINNING AT A POINT LOCATED SOUTH 89°50'38" WEST 577.65 FEET AND SOUTH 1°57'58" FEET FROM THE WASATCH COUNTY SURVEY
 SECTION 8 FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASIN AND MERIDIAN;
 THENCE S67°06'55"E 100.16 FEET; THENCE S62°07'43"E 66.98 FEET; THENCE S44°02'22"E 109.41 FEET; THENCE
 S55°04'01"E 200.94 FEET; THENCE S44°58'38"E 50.22 FEET; THENCE S37°01'52"E 51.33 FEET; THENCE S50°47'03"E 53.51
 FEET; THENCE S00°05'21"E 77.12 FEET; THENCE S89°49'45"E 43.85 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE
 HAVING A RADIUS OF 107°08'41"E 47.94 FEET; TO THE POINT OF TANGENCY TO WHICH POINT A CHORD BEARS N50°07'08"E
 THENCE 48.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°03'07", WITH A CHORD BEARING AND
 DISTANCE OF N70°08'41"E 47.94 FEET; THENCE N50°07'08"W 391.79 FEET; TO THE BEGINNING OF A TANGENT CURVE
 HAVING A RADIUS OF 107°08'41"E 47.94 FEET; TO THE POINT OF TANGENCY TO WHICH POINT A CHORD BEARS N50°07'08"E
 CENTRAL ANGLE OF 13°48'23", WITH A CHORD BEARING AND DISTANCE OF N57°01'19"W 79.33 FEET; THENCE N63°55'31"W
 103.42 FEET; THENCE N28°04'29"E 100.43 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,574 ACRES, OR 68,556 SQUARE FEET

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°50'38" EAST BETWEEN FOUND WASATCH COUNTY SURVEY MONUMENTS FOR THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 334532-2201 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS.

Brian Balls
BRIAN BALLS

DATE 7/23/20

INC. THE UNDERSIGNED OWNERS OF THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STRIPS, PARKS, OPEN SPACES, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT, AND NOW DO HEREBY DEED UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION, TO HEBER CITY, UTAH, ALL STRIPS, WATER, SEWER, AND OTHER UTILITY IMPROVEMENTS, PUBLIC OPEN SPACES, PARKS, EASEMENTS, AND ALL OTHER PLACES OF PUBLIC USE, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND HEBER CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

Millhaven Construction, LLC
By: Jeremy Ackley - manager

NAME _____

NAME _____

STATE OF UTAH
COUNTY OF WASATCH

ON THE 5th DAY OF August, 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED
NOTARY PUBLIC, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND
VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.



 TRINAN, COOKE
 NOTARY PUBLIC-STATE OF UTAH
 COMMISSION# 701803
 COMM. EXP. 08-21-2022

8/21/2024
 MY COMMISSION EXPIRES

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 27th DAY OF July, 2020.

Kellean L. Potter
MAYOR

Trina W. Cooke
CLERK-RECORDER

Bart Mumford
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
No. 169268
Bart L Mumford
DATE 10/1/2014

APPROVED THIS 4th DAY OF Aug., 2020, BY THE PLANNING DIRECTOR OF
HEBER CITY.
Anthony L. Lohr
CITY PLANNING DIRECTOR

APPROVED AS TO FORM THIS 27th DAY OF July, 2000
 ROS # 3908
Eric C. Hansen
 COUNTY SURVEYOR DATE _____

ENTRY # 482206 BOOK 1305 PAGE 0997
DATE 05-AUG-2020 TIME 3:45 PM FEE \$6.00
FOR MILLHAUVEN HOMES
BY HP WASATCH COUNTY RECORDER PEGGY FOYSLER

Z:\EG Projects\CURRENT PROJECTS\C17-029 Mill Haven Homes - Kinghorn\Working Files\Survey\dwg\C17-029 PLAT-PHASE-4 B.dwg

PROJECT
C47 020

SHEET

1 OF 1

Summit Engineering Group Inc.

Structural • Civil • Surveying

55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032

P: 435-654-9229 • F: 435-654-92

DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

BROOKSIDE SUBDIVISION PHASE 4B

SUBDIVISION PLAT

LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M,
HEBER CITY, WASATCH COUNTY, UTAH

Page 85 of 317

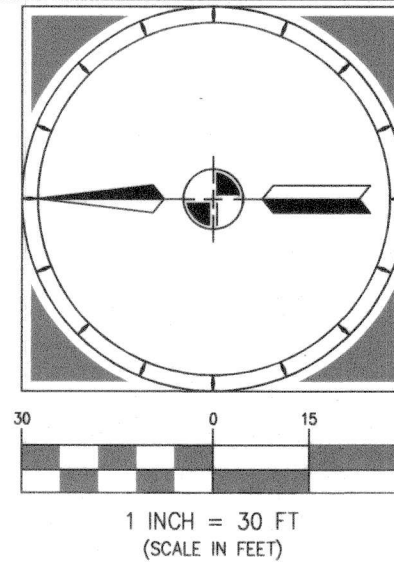
BROOKSIDE SUBDIVISION PHASE 4C

VICINITY MAP

N.T.S.

PROJECT LOCATION

MILL ROAD (1200 EAST)



BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°50'38" WEST 492.52 FEET ALONG THE SECTION LINE, AND SOUTH 1,399.42 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE S55°49'33"E 384.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 180.00 FEET;
THENCE 107.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°20'42", WITH A CHORD BEARING AND DISTANCE OF S72°59'54"E 106.29 FEET; THENCE N88°49'45"E 14.34 FEET; THENCE S00°05'21"E 121.80 FEET; THENCE N88°37'54"W 90.88 FEET; THENCE N53°20'23"W 240.41 FEET; THENCE N55°49'33"W 250.00 FEET; THENCE N34°10'27"E 100.00 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 1.32 ACRES, OR 57,522 SQUARE FEET

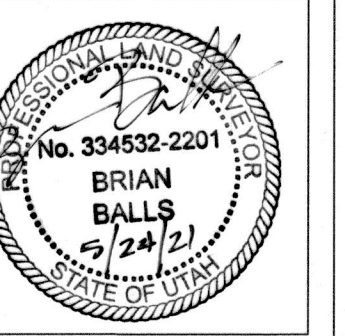
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°50'38" EAST BETWEEN FOUND WASATCH COUNTY SURVEY MONUMENTS FOR THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 334532 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS.

Brian Balls
BRIAN BALLS
5/24/21
DATE



OWNER'S DEDICATION

(WE) THE UNDERSIGNED OWNER(S) OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE BROOKSIDE PHASE 4C SUBDIVISION, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS 17 DAY OF June 2021

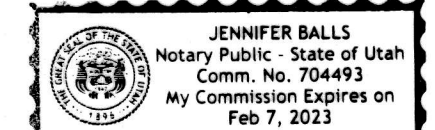
MILLHAVEN CONSTRUCTION, LLC
FEE OWNER (OR AGENT)
AS MANAGER

PRINTED NAME
Sereny Ackley
PRINTED NAME

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH
ON THIS 17 DAY OF June 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF WASATCH, IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE(THEY) SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

Jennifer Balls
NOTARY PUBLIC



ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 16 DAY OF June 2021

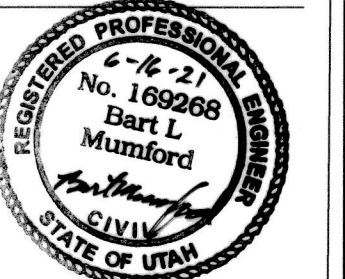
Mayor
Kellen Potter
Clerk-Recorder
Dina W. Lee



HEBER CITY ENGINEER APPROVAL

Paul Mumford
CITY ENGINEER

6-16-21
DATE



LAND USE AUTHORITY

APPROVED THIS 14 DAY OF June 2021, BY THE PLANNING COMMISSION OF HEBER CITY.
CITY PLANNING DIRECTOR

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS 27th DAY OF May 2021
ROS # 3208
County Surveyor

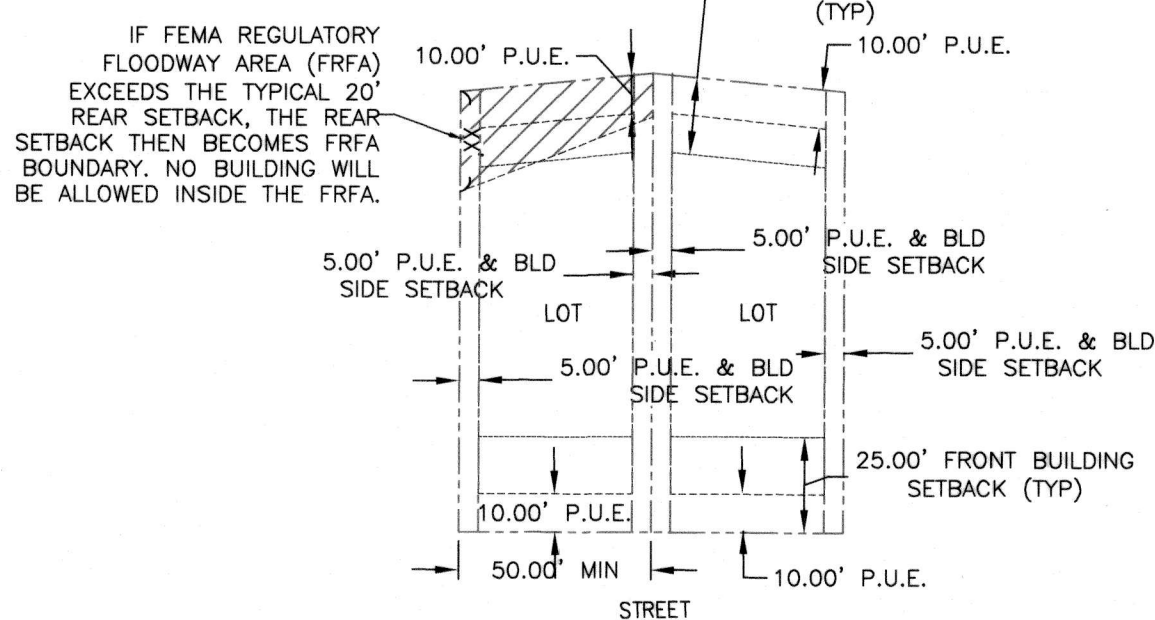
WASATCH COUNTY RECORDER

ENTRY # 502285 BOOK 1361 PAGE 0010
DATE 06-17-2021 TIME 1:14:55 PM \$70.00
FOR MILLHAVEN CONSTRUCTION LLC
BY HP WASATCH COUNTY RECORDER MARY M. MURRAY

LEGEND

- REGULATORY FLOODWAY AREA
- 1% ANNUAL CHANCE FLOOD HAZARD AREA
- BOUNDARY ANGLE POINT
- ADJACENT PROPERTY LINE
- PHASE 4C BOUNDARY
- CENTER CREEK CENTER LINE
- SETBACK
- BUILDING PAD
- FLOOD PLAIN CONTOUR

PHASE 4 TYPICAL SETBACK AND P.U.E. (NTS)



ZONING INFORMATION

APPROVED MINIMUM SETBACKS ARE AS FOLLOWS:

FRONT: 25 FEET
REAR: 20 FEET
SIDE: SEE P.U.E. AND SETBACK NOTE BELOW.

PUBLIC UTILITY EASEMENTS:

ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO PUBLIC UTILITY EASEMENTS ALONG ALL PROPERTY LINES AS FOLLOWS:
FRONT: 10 FEET
REAR: 10 FEET
SIDE: SEE P.U.E. AND SETBACK NOTE BELOW.

P.U.E. AND SETBACK NOTE

ALL SETBACKS AND P.U.E. ARE SUBJECT TO HEBER CITY ZONING ORDINANCE REQUIREMENTS AT THE TIME A BUILDING PERMIT IS ISSUED. NO BUILDING WILL BE ALLOWED IN THE FEMA REGULATORY FLOODWAY AREA. THE SIDE SET BACK AND P.U.E. IS SUBJECT TO A 5' SET BACK ON EACH SIDE.

PROPERTY CORNER NOTES

- 5/8" REBAR AND PLASTIC CAP STAMPED "SUMMIT ENG 435-654-9229" TO BE SET AT SUBDIVISION CORNERS AND REAR LOT CORNERS.
- 1.17" COPPER PLUG STAMPED "WP-RP SUMMIT ENG" TO BE SET AT POINTS WHERE EXTENSION OF SIDE LOT LINES INTERSECT CENTER OF CONCRETE STREET CURB.

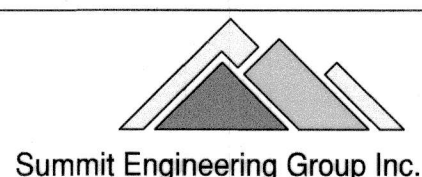
PLAT NOTES

- THIS PLAT IS FOR LOTS CONTAINED WITHIN THE BROOKSIDE SUBDIVISION PHASE 4C BOUNDARY. ALL SURROUNDING FEATURES INCLUDING LOTS AND ROADS ARE FOR CONTEXTUAL REFERENCE ONLY.
- LOT 73 ACCESS WILL NOT BE ALLOWED FROM MILL ROAD (1200 EAST).
- ACTIVE FARMS AND KENNELS EXIST ON NEARBY PROPERTIES THAT MAY CREATE NOISE AND ODORS ASSOCIATED WITH THOSE USES.
- THE LOTS SHOWN ON THIS PLAT ARE WITHIN THE TIMPANOGOS IRRIGATION SERVICE AREA. THIS IRRIGATION WATER IS SUBJECT TO ADDITIONAL MUNICIPAL USE FEE.
- ALL OF THE LOTS IN BROOKSIDE PHASE 4C CURRENTLY LIE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, ZONE AE. THE POTENTIAL EXISTS THAT FLOOD INSURANCE MAY BE REQUIRED BY A MORTGAGE LENDER, OR OTHER AGENCY, BASE FLOOD ELEVATIONS (BFE) FOR THE CENTER OF ANTICIPATED BUILDING PADS HAVE BEEN ESTIMATED AND LISTED FOR EACH LOT AS AN APPROXIMATE REFERENCE FOR THE BUILDER. AT THE TIME OF BUILDING CONSTRUCTION, IT IS THE BUILDER'S RESPONSIBILITY TO VERIFY THE ACTUAL ELEVATION OF THE PROPOSED STRUCTURE WITH RESPECT TO THE FEMA PUBLISHED BFE'S AND PLACE THE ELEVATION OF THE STRUCTURE ACCORDINGLY. CARE SHOULD BE TAKEN IN DETERMINING THE FINAL ELEVATION OF BUILDINGS ON THESE LOTS, AS THE FINAL ELEVATION MAY DETERMINE WHETHER THE LOT, OR STRUCTURE, IS ELIGIBLE TO BE REMOVED FROM THE FLOOD AREA BASED ON A LETTER OF MAP REVISION FROM FEMA (LOMR-F). IT IS THE DEVELOPER'S OR THE LOT OWNER'S RESPONSIBILITY TO PETITION FEMA TO BE REMOVED FROM THE FLOOD AREA.
- THESE BASE FLOOD ELEVATIONS HAVE BEEN INTERPOLATED FROM THE BFE'S LISTED ON FEMA FIRM MAP 49051C257E PANEL 257 AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88). THE LOWEST FLOOR ELEVATIONS (LFE) AND LOWEST ADJACENT GRADES (LAG) HAVE ALSO BEEN ESTIMATED AND LISTED ON THIS MAP AS A GENERAL REFERENCE AND GUIDELINE.
- NO GRADE CHANGES WILL BE ALLOWED WITHIN THE REGULATORY FLOODWAY CHANNEL WITHOUT PRIOR APPROVAL FROM THE LOCAL FLOODPLAIN MANAGER AND FEMA. NO STRUCTURES OR FENCES MAY BE BUILT WITHIN THE REGULATORY FLOODWAY. ANY SUCH IMPROVEMENTS SHALL BE REMOVED AT THE OWNER'S EXPENSE.

PROJECT
C17-029

SHEET
1 OF 1

ISSUE DATE
5/19/2021



Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 178
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

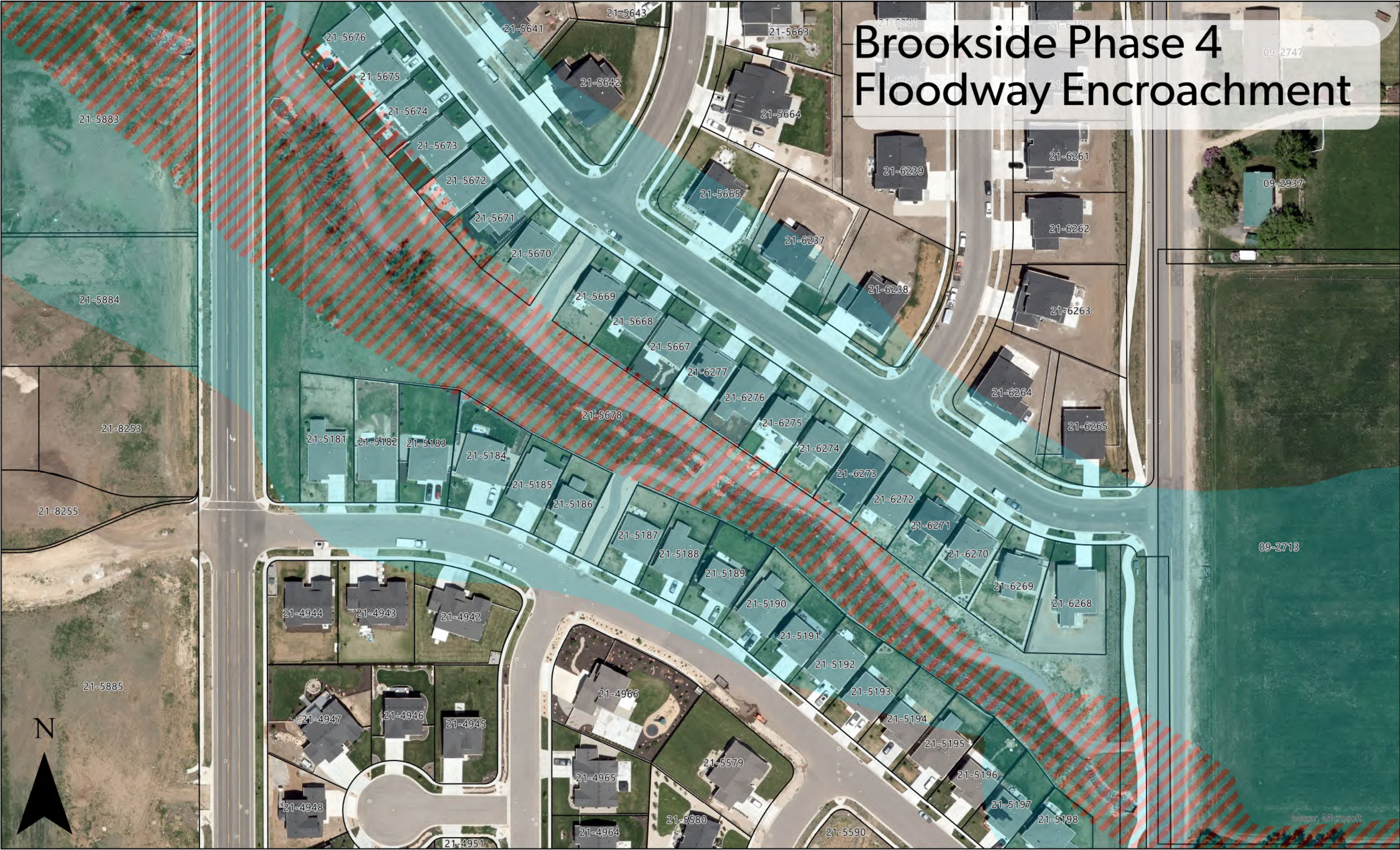
COPYRIGHT © 2020
SUMMIT ENGINEERING GROUP, INC.
DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR, TO REPRODUCE OR ALTER THIS DOCUMENT IN ANY MANNER. ANY SUCH VIOLATION IS SUBJECT TO PENALTY UNDER THE UTAH PROFESSIONAL LAND SURVEYOR ACT AND THE UTAH PROFESSIONAL ENGINEER ACT. ANY SUCH VIOLATION IS SUBJECT TO PENALTY UNDER THE UTAH PROFESSIONAL LAND SURVEYOR ACT AND THE UTAH PROFESSIONAL ENGINEER ACT.

BROOKSIDE SUBDIVISION PHASE 4C

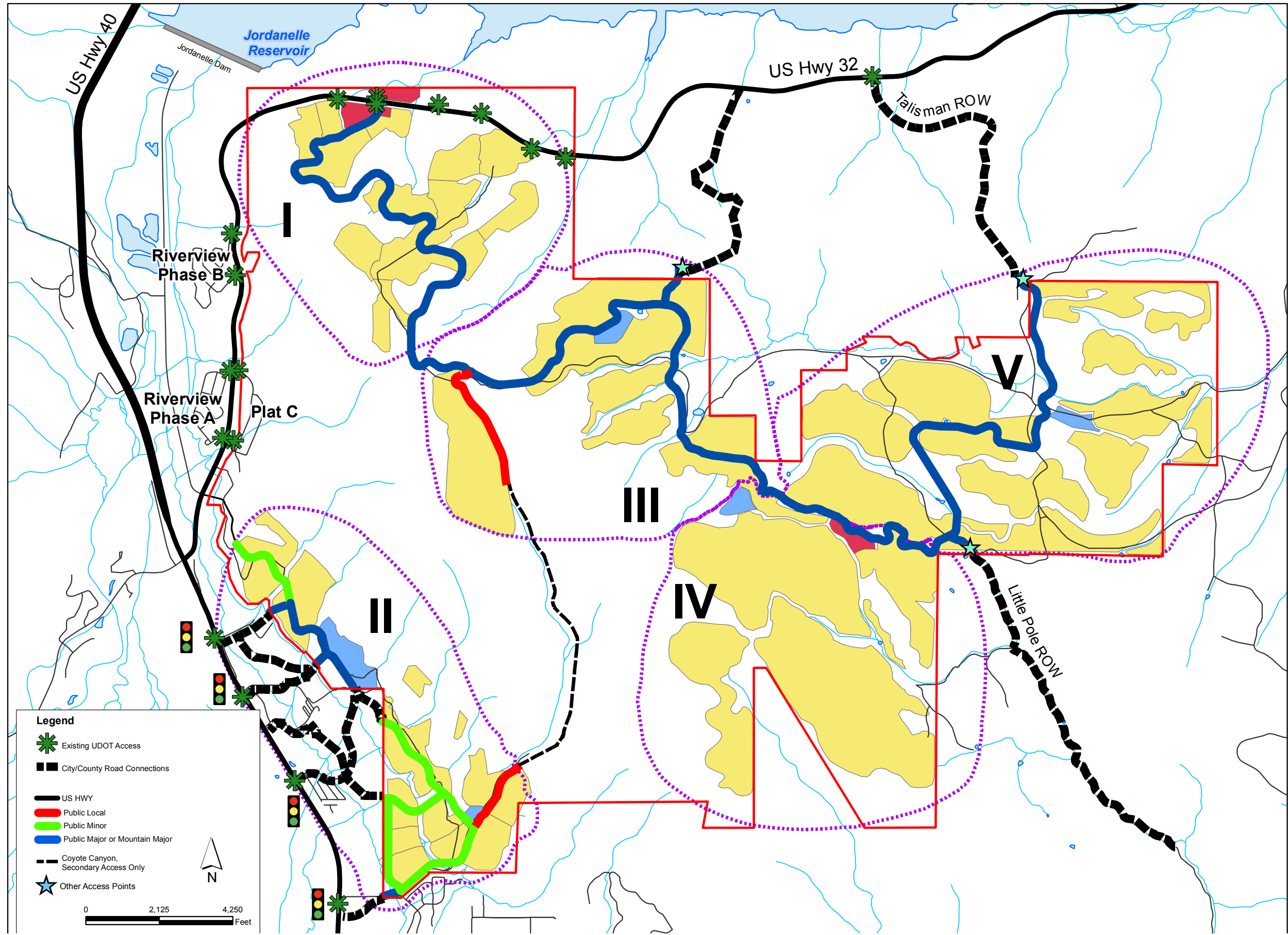
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M, HEBER CITY, WASATCH COUNTY, UTAH

Brookside Phase 4 Floodway Encroachment



DISCLAIMER: This map should be used for general reference only. Heber City assumes no responsibility for accuracy, errors, or omissions.



RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

TRANSPORTATION
PLAN



Legend

Existing UDOT Access

Approved UDOT Access

Other Access Points

City/County Road Connections

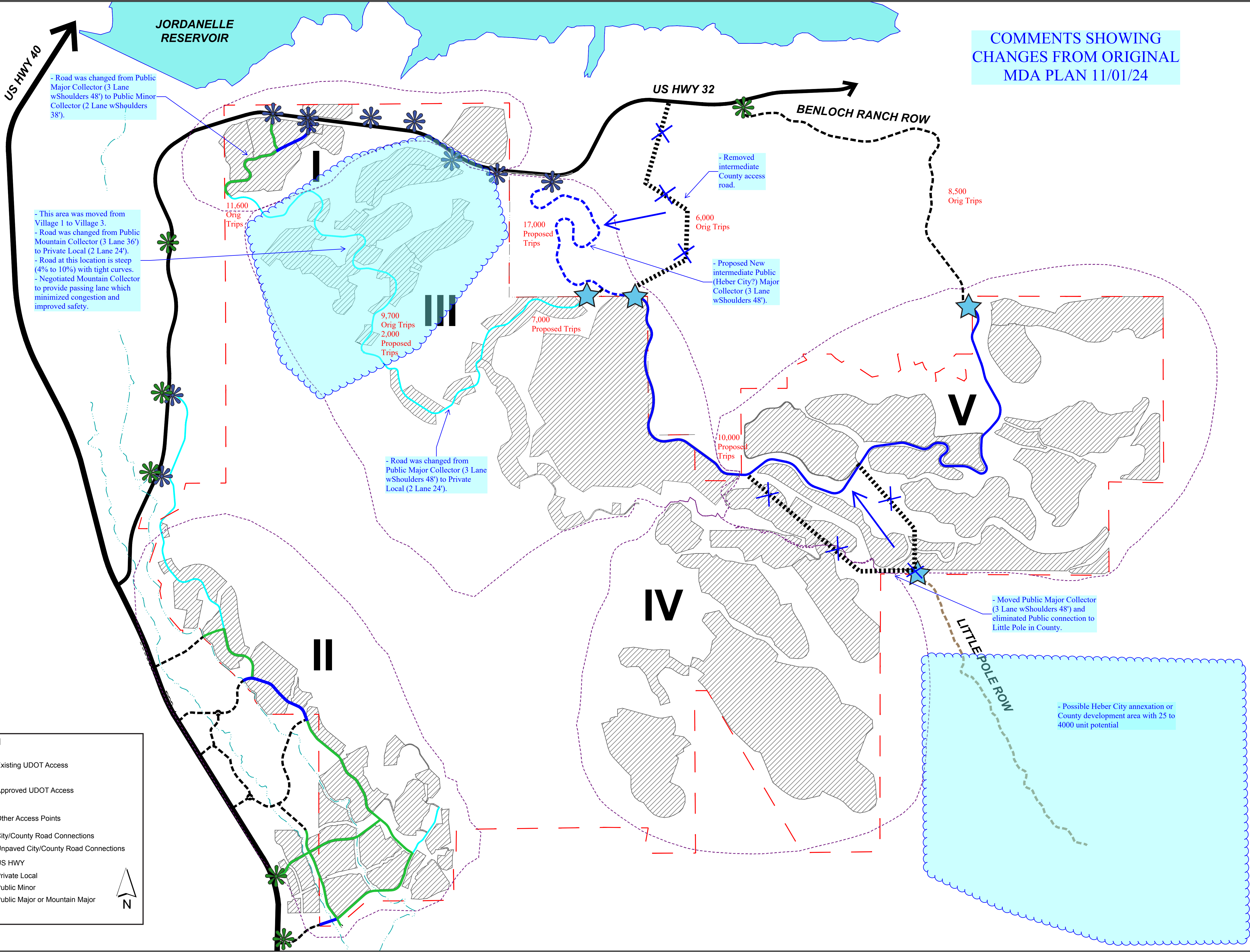
Unpaved City/County Road Connections

US HWY

Private Local

Public Minor

Public Major or Mountain Major



JORDANELLE RIDGE

TRANSPORTATION MASTER PLAN

10421 S. JORDAN GATEWAY, SUITE 200, SOUTH JORDAN, UTAH 84095

JORDANELLE RIDGE

DATE SUBMITTED: 08-12-2024

PREPARED FOR: JORDANELLE REF ACQUISITION

SHEET NUMBER

1

SCALE

HORIZONTAL: 1"=NTS

VERTICAL: 1"=

JOB NUMBER

47-100

CAUTION

The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

November 4, 2024

Heber City Corporation
Attn: Russell Funk P.E.
75 North Main
Heber City, Utah 84032

Subject: Jordanelle Ridge MDA Amendment - Village 1, 3-5 Roads

Dear Russ:

Horrocks Engineers recently reviewed the concept plan for the Jordanelle Ridge MDA amendment for roads located south of SR32 in Villages 1, 3-5. The following items need to be considered in discussing the approval of this amendment. Conceptual drawings are attached at the end of this report showing the original and proposed road plans, along with comments describing the changes mentioned below.

Comparison of Original / Proposed Plans

1. Moved half of Village 1 into Village 3.
2. Changed half of the Village 1 public Major Collector, to a public Minor Collector.
3. Changed the Village 1/Village 3 public Mountain Collector, to private Local road.
4. Changed the Village 3 public Major Collector, to private Local road until it connects to the intermediate SR32 access road.
5. Reduced the trips through Village 3 from 9,700 ADT to 2000 - 7000 ADT.
6. Moved the intermediate SR32 access through the County further west, and designated it a public Major Collector potentially owned by City.
7. Increased the trips on the new intermediate SR32 public Major Collector from 6,000 ADT to 17,000 ADT.
8. Identified trips through Villages 4 & 5 as $\pm 10,000$ ADT.
9. Removed the public Major Collector connection to the County road in Little Pole Canyon.
10. Did not update the original traffic studies for the proposed plan.

Considerations

1. The City needs to understand the nature of any land use and density changes proposed in Village 1, 3-5, and any changes to public/private responsibilities and ownerships. The Villages were originally planned as private developments with some retail, office, and public / school space included. **If the plan for the area is being changed the City needs to determine if the changes are acceptable.**
2. The original plan envisioned a looped Major Collector or Mountain Collector public road through Villages 1, 3-5, providing multiple points of public access, and serving development Pods which would have private roads. The proposed plan envisions a more limited public road with one access off SR32 that loops through Villages 4 and 5 and ties into a County road to the northeast. All other roads would be private. **The City needs to determine if it wants to maintain the looped road system originally planned, if the proposed partial public road system is acceptable, or if there is little or no need for public access to the area, and all roads can be private.**

3. The original looped public road through all the Villages is proposed to be downsized in some areas from either a public Major Collector (3 Lane with shoulders, 48' Asphalt) or Mountain Collector (3 Lane, 36' Asphalt), to public Minor Collector (2 Lanes with shoulders, 38' Asphalt) and private Local roads (2 Lanes, 24' Asphalt). The original road sizes were minimums agreed to, based on estimated traffic volumes from traffic studies (Horrocks 3/2/20 & Hales 5/26/17 and 1/20/20), topography, steep slopes, and curves. **The City needs this same information to evaluate the capacity, safety, congestion, emergency service needs, etc. on the proposed reduced road sizes.**
4. The original plan estimated Village 1 could have 16,250 trips starting at SR32, reducing to 11,600 trips, and then to 9,700 trips traveling up into Village 3. The proposed plan projects only 2000 trips in the Village 1 / Village 3 area. **The City needs to understand why the trips have dropped significantly and have the traffic study for the area confirm the numbers are accurate.**
5. The original Village 1 / Village 3 public road had steep grades (4% to 10%) and tight curves. The Mountain Collector road cross section was developed to allow for a 3rd passing lane that minimized congestion created by slow moving vehicles and construction traffic. **The City needs to understand how making this road a smaller private Local road will eliminate the congestion and safety concern.**
6. The original plan estimated the intermediate access into Villages 3-5 could have 6,000 trips coming off SR32. The new plan proposes an estimated 17,000 trips along this same road and that it be constructed as a public Major Collector or Mountain Collector. Per the 3/2/20 Horrocks capacity report, the maximum traffic capacity of a 3-lane road is 14,000 trips. **The City needs to understand how this road can function as the main public access into the development if it is only a 3-lane road, and if should be upsized to a 4-lanes. The topography constraints also need to be provided for this access, e.g. alignment, grades, curves, walls, etc.**
7. The proposed plan eliminates the original public road connection between Villages 4 & 5 and Little Pole Canyon. This road connection could significantly influence where traffic from development in the Little Pole / County area is routed in the future. Without a connection through the Jordanelle Ridge Villages to SR32, the only traffic route for future development or annexations would be down Lake Creek road and onto Heber City's Center Street. **The City needs to determine how their decisions on the Villages 1, 3-5 roads will affect off-site traffic and Central Heber traffic congestion in the future.**

Please call our office with any additional questions or concerns regarding this project.

Sincerely,

HORROCKS ENGINEERS

Bart Mumford, P.E.

Attachments: Original and Proposed Road Drawings

cc: File

HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 12/3/24

SUBJECT: Mayor's Award to Travis Biggs



RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

RECOMMENDATION

Troy Morgan, the Wasatch County Fire Warden is nominating Travis Biggs, Airport Manager for the Mayor's Award.

Fire Warden Morgan emailed the Mayor saying:

"Good afternoon Mayor Franco.

I just wanted to take a minute to express my appreciation to the Heber City Airport, especially manager Travis Biggs. As you are aware, we experienced a pretty significant Wildfire on September 28th that continued through October. Mr. Biggs and the Heber City Airport were instrumental in our successful air operations to contain the Yellow Lake Fire. As the County Fire Warden, I want you to know that anytime I have dealt with Mr., Biggs it has always been a great experience. This was not the only time the Airport and Mr. Biggs helped us out on wildfire incidents, you should be very proud of the way Mr. Biggs represents Heber City.

Thanks for your time.

Troy Morgan

Wasatch County Fire Warden"

The Mayor thanks Travis Biggs for his public service to Heber City and Wasatch County!

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
November 5, 2024**

DRAFT Minutes

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

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

Mayor Franco called the meeting to order at 4:06 p.m., welcomed everyone present, and recognized that it was Election Day for the Country.

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
- online at 4:30 p.m. and in person at 5:40 p.m.

Staff Present: City Manager Matt Brower
Community Development Director Tony Kohler
Planning Manager Jamie Baron
Finance Director Sara Jane Nagel
Public Works Director Matthew Kennard
Public Works Foreman Rance Echols
Public Works Foreman Chris Pederson
IT Director Anthon Beales
City Engineer Russ Funk
Airport Manager Travis Biggs
Parks and Cemetery Director Mark Rounds
City Attorney Jeremy Cook
City Recorder Trina Cooke
Chief of Police Parker Sever

Staff Participating Remotely: Police Officer Josh Weisher, IT Director Anthon Beales, Planner Jacob Roberts, Planning Manager Jamie Baron, Deputy City Recorder Robin Bond, Treasurer Mindy Kohler, Public Works Director Matthew Kennard, Human Resources Manager Cherie Ashe, City Engineer Russ Funk, and Planning Administrator Meshelle Kijanen.

Also Present: Jay Townsend, Rachel Kahler - CAMS, Greg Royall, Eric Ramirez, Tori Broughton, Michael Moulton, Kristy Bond, Di Ann Duke Turner, Ron Carlile, Luke Searle, Jason Talley, Jacob Erickson, Ryan Bunnell, Christen Thompson, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Cory Jensen - Utah SHPO, Phil Jordan, Piper Riddle, Rebecca, Amber Anderson - State Historic Preservation Office, BProbst, Chelsea C, D, Dallin, Darek Slagowski, Edwards, Grace Doerfler, Huh, Jami Hewlett, Jeff Mabbutt, Jen, John, John Olsen, L. Dinga, Mark, Marsh, NA, Nick Lopez, Rebecca, S, and Zach.

1. Review of Heber Valley Airport Rates and Charges in the Consolidated Fees Schedule (Travis Biggs, Airport Director, Ryan Leick, Aeroplex Group Partners) - *60 min*

Airport Advisory Board (AAB) Chair Jason Talley, advised he owned one of two commercial businesses at the airport. He listed the AAB members and described the AABs work to hold quarterly meetings to discuss the needs of the Airport, its tenants, and the community. He provided the background of the AABs review and recommendations for the Rates and Fees Study Update proposed for the Heber Valley Airport. Mr. Talley questioned the transparency of a meeting between the second business owner at the airport, an FBO (Fixed Base Operator) named OK3, and the City Staff and Consultants. He felt that Staff and the consultants had failed to forward the AABs recommendations, as given, for the proposed updates to the Airport's Rates and Fees Study for Council consideration as was required by the City's ordinance. His request to Council was to allow the AAB to hold a special meeting to review the proposed legal changes to the rates and fees, and forward a renewed and unedited recommendation for Council consideration. He wanted to have the City Council representatives for the AAB present. He felt that if an FBO wished to address concerns, it should be done in a public meeting.

Mayor Franco outlined the passages referenced by Mr. Talley found in the current Airport Advisory Board Bylaws adopted by Resolution 2023-12. Mr. Brower noted the Staff Report had been compiled by the Airport's Legal Counsel Steve Osit and there was no action to be taken by Council that evening. He added that any alterations to the AAB recommendations had been based on legal recommendations.

Ryan Leicke, Aeroplex Consultant to the Airport, reviewed the Financial Feasibility Analysis, provided Study Context, shared a revised fee menu, and provided possible revenue options, as considered in the Rates and Fees Study results, and as included in the attached meeting materials. He provided background information regarding the study process, including a Fee Schedule Comparison reflecting the differences between the recommendations of the AAB versus Staff. Council discussion regarding fuel flowage fees and landing fees followed.

Airport Manager Travis Biggs clarified the commercial operators at the airport included a small flight school, Mr. Talley's electric aircraft operation, OK3, and a few commercial balloon ride-operators. Council Member Johnston noted the minimal revenue generated by the commercial operators. Parking fees were proposed for a rental car company and long-term parking. Mr. Brower proposed the recommendations on the revenues be reviewed annually to ensure they were amended and updated to address the current operational and capital needs of the airport. He added that the consultants had also proposed to annually review the capital projects identified. The FBO, OK3, was working on defining "regional trends" for fuel-flowage rates. The regional trends needed to be identified before Staff could recommend a fuel-flowage rate increase for the airport. The deadline for the Airport to increase the fuel-flowage rates was January 2025. Council discussion continued.

As a commercial operator at the Heber Valley Airport, Mr. Talley described the electric plane sales business he operated and the revenue generated. He stressed the importance of holding discussions in a public forum and wanted to see all fees applied equitably and fairly. He asked to hold a special AAB meeting the following week in order to forward a recommendation to Council before the next City Council Meeting scheduled for November 19, 2024. Mr. Talley asked Council to clarify whether they would consider the exemption of smaller aircraft from landing fees. Council Member Phillips noted the landing fee at the Heber Valley Airport for his small aircraft was four dollars and felt more airport revenue would be generated from increasing lease rates.

2. National Historic District & Historic Buildings Survey (Rachel Kahler, CAMS Executive Director) - 60 min

Executive Director of CAMS, and Historic Preservation advocate, Rachel Kahler, recognized residents present that had taken great lengths to maintain the historic preservation of the homes they owned. They were present that evening to discuss establishing a historic district in Heber City. Ms. Kahler shared grant opportunities available to designated historic districts. She listed communities that had established National and Local Historic Districts and the advantages and economic benefits that resulted from establishing said Districts. She explained the difference between a Local Historic District and a National Historic District. The Local Districts offered additional protection and the National Districts qualified for monetary assistance. Ms. Kahler wanted the City to apply for the National Historic District to enable property owners to apply for grants and income tax credits for the rehabilitation of their homes. She noted that the historic downtown area of Heber City offered affordable and attainable housing.

Amber Anderson and Cory Jensen, with the State Historic Preservation Office (SHPO), were present online to offer additional information regarding Historic District designation qualifications as well as tax-breaks and grant opportunities. A reconnaissance survey was required to earn the historic building designation. Council discussion regarding what would constitute a historic district designation followed.

Ms. Kahler shared mapped images of the area proposed in Heber City for a National Historic District. She indicated the need that night was for the City to agree to apply for a CLG (Certified Local Government) grant and clarified that the Heber City Staff would not be asked to do the work. It would be done by a consultant. Consensus of Council majority wished to proceed.

II. BREAK - 10 MIN

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

1. Call to Order

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

2. Pledge of Allegiance (Scott Phillips, Council Member)

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

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

Mayor Heidi Franco shared a prayer.

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

V. CONSENT AGENDA:

Council Member Phillips inquired whether the nominees to the Historic Preservation Commission needed to live in Heber City proper. He noted that Kristy Bond lived outside the City's boundary. City Attorney Jeremy Cook agreed to look into the requirements and if it was not permitted to live outside City limits, the motion to approve the nomination would be invalidated.

Motion: Council Member Barney moved to accept the Consent Agenda as is.

Second: Council Member Phillips made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

1. Approval of October 1, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Adoption of Resolution 2024-19 Heber City (SSMP) Sanitary Sewer Management Plan (Matthew Kennard, Public Works Director)

3. Mayoral Nomination to the Airport Advisory Board (AAB), Historic Preservation Commission, and the Parks, Open Space, Trails, and Trees (POSTT) Committee (Heidi Franco, Mayor)

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

No one from the public came forward to comment.

VII. GENERAL BUSINESS ITEMS:

1. Downtown Infrastructure Replacements Project Update (Russ Funk, City Engineer) - *10 min*

City Engineer Russ Funk provided the monthly update of ongoing water and sewer line replacements and the anticipated timeline for finalization of each. He said the cemetery section of Heritage Farms Parkway was now open but noted some final details before completion. He informed that the pressurized irrigation metering project was approximately 45% complete and would continue into next year. Mr. Funk wished to prepare Council for an upcoming agenda item to consider a requested amendment to the Jordanelle Ridge transportation plan. He shared a map image of the proposed changes as well as his concerns. Council discussed the proposed changes from the original plan.

2. Monthly Public Safety Report (Parker Sever, Chief of Police) - *10 min*

Chief of Police Parker Sever provided the public safety update for Heber City. He shared the success of the newly implemented license plate reading cameras and software.

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

1. Acceptance of Provost Annexation Petition (Jamie Baron, Planning Manager) - *20 min*

Planning Manager Jamie Baron shared the location of the proposed annexation. The City's annexation Policy Plan did not encompass the entire property. There was a corner that had been omitted for the purpose of the possible bypass installation. He wished to receive Council feedback regarding whether to include the entire property and amend the Annexation Policy Plan. The zoning for the area within the County was one home per five acres.

City Engineer Russ Funk wished to provide background for the annexation area. When the annexation was approved for the land where the new high school was being constructed, there were roads planned in the transportation master-plan to accommodate the potential traffic. Because of the Council's previous indication that the City would not annex west of the high school, the roads and sewer capacities were not installed to accommodate higher density levels.

Rulon Gardiner, property-owner representative, indicated they were looking for preliminary approval of the annexation petition to work with the staff. They were not necessarily seeking the density reflected in the images presented but had been asked to provide a possible design. Property-owner Nick Provost had owned the land and farmed it for 30 years. The new high school was being constructed was right next to his home and he wished to sell the land for home development. He felt it was no longer a place for a farm and should be used to install homes.

The Council expressed concern with the bypass corridor preservation, open space preservation, and developing land in the North Fields.

Public comment:

Christen Thompson, Heber City resident, expressed gratitude for the work of the Council. He was looking forward to the downtown revitalization plans but expressed concern with the urban sprawl that was taking place. He reviewed the Highlands development plans and the added density coming to Heber City. He was concerned the City was not doing enough to preserve the open space as outlined in the general plan. He had been disappointed in the lack of natural vegetation preserved surrounding new development.

With no one further coming forward to offer public comment, the comment period was closed.

Council Member Ostergaard clarified the proposed annexation petition was before Council that evening to be accepted for consideration, not approval. He noted that while he did wish to preserve the North Fields, it did make sense to have homes around the school for walkability. Council Member Barney recognized the intrusion on the Provost's life but felt the Council needed to heed the desire of the community to preserve the North Fields. She was hesitant to approve additional density and did not wish to proceed. Council Member Cheatwood expressed empathy for the Provosts situation but recognized that the citizens had indicated they did not wish to see the area developed. Council Member Johnston felt the proposal did not align with the City's plan and did not want to annex anything that could interrupt the bypass for UDOT. Council discussion continued regarding the change of zoning proposed in the concept plan, preservation of the North Fields, and the bypass corridor.

Motion: Council Member Barney moved to deny the Provost Annexation Petition.

Second: Council Member Cheatwood made the second. **Voting Yes:** Council Members Cheatwood, Barney, and Johnston. **Voting No:** Council Members Phillips and Ostergaard. The **Motion to deny the petition Passed 3-2.**

2. Old Mill Village Impact Fees (Jamie Baron, Planning Manager) - 20 min

Planning Manager Jamie Baron described the requested impact fee waiver. Staff had worked with the City Attorney and did not find a reason the project would be eligible for an impact fee waiver or reimbursement. Applicant Jacob Erikson further explained why he felt the project should get the fee waiver requested. Mayor Franco felt the development had been allowed much higher density than outlined in the master plan and reviewed the ERU (Equivalent Residential Units) calculations. Council discussion continued to further explain ERU calculations and that the impact fees were determined by the density.

Motion: Council Member Barney moved to deny the Old Mill Village impact fee reimbursement request. **Second:** Council Member Cheatwood made the second.

Discussion: Council Member Ostergaard recognized it was an unfortunate situation and felt the Council should re-evaluate the impact fee calculation in an effort to make development affordable and for the City to meet its affordable housing quota. Council Member Johnston commented that a re-analysis of the impact fees paid for the project would most likely determine the fees had been appropriate based on the different types of housing units in the development. City Engineer Russ Funk indicated the Engineering Department was in the process of updating the master plan and was studying the impact fee calculations. Council Member Cheatwood referred to a developer that had been before Council at a previous meeting that had stated the Council should not consider the impact fees when discussing affordable housing but rather other elements involved. He expressed appreciation to Mr. Funk for reminding Council that the impact fees prevented costs for new development from falling to existing residents.

Voting Yes to deny the request: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. **The Motion Passed Unanimously, 5-0.**

3. Removal From Office Planning Commission Appointee (Scott Phillips, Council Member, Mike Johnston, Council Member) - 5 min

Mayor Franco read section 18.12.115 of the City Code:

18.12.115 Planning Commission Terms Of Office, Organization And Removal From Office: C. Removal from Office. Any appointive officer may, at any time, be removed from office by the action of the appointive power with the concurrence of a majority of all the City Council, or of a majority of all the City Council with the concurrence of the appointive power.

Mayor Franco felt there needed to be a Council Member's name associated with the agenda item. Council Members Phillips and Johnston agreed to have their names on the agenda item. Mayor Franco further explained the agenda item had been intentionally delayed to avoid impacting the election results.

Council Member Barney shared the following statement from Winston Lee:

"Dear Mayor and City Council,

I have been asked to explain the issue I had with Jamie Hewlett regarding the letter she wrote and distributed in my name. I have recently learned that she holds a position and that this position is now in question. I have not asked for her removal nor do I have an opinion on whether she should be removed or not. The reason I don't have an opinion is because I have very limited knowledge and understanding of the functions of local government and I feel that I am unqualified to make a judgement on this.

I met Ms. Hewlett about a week before she distributed a letter supposedly written by me and with my name typed at the bottom. Her husband came into Lee Music and asked if I'd like to sign my name, email, and phone number to a roster that would protect buildings in my area and also notify me of important updates regarding the new developments. I gave him my information and I explained to him that I had reached out to the city planner and had been reassured that my building would not be torn down for the development. Mr. Hewlett then called his wife. He put her on speaker phone and told her that the city planner had reassured me. She claimed that I didn't know the whole story and that I had been deceived. Mr. Hewlett then asked if his wife could do a Tik Tok video about my business. I agreed. Ms. Hewlett showed up at my store about an hour later and we filmed a Tik Tok video - a tour of Lee Music. She then reiterated that my building was in danger and that I was being lied to about not being in danger.

After Ms. Hewlett left my store, I sent an email to the City Council and to the Chamber of Commerce asking if my building was in danger. I immediately received a response from Aaron Cheatwood. He reassured me that there were no plans to tear down my building. I also received a response the next day from Dallin at the Chamber. He also reassured me that there were no plans to tear down my building.

About a week later, the morning of a city council meeting, Ms. Hewlett called me while I was getting ready for work. She sounded distressed and wanted to tell me about a council meeting. I told her I was hurrying to get ready for work and didn't have time to talk. After I took a shower, I checked my texts. Jamie had sent the following text: "I sent you an email It is urgent Please send this to all of your students Your whole list" I didn't have time to look at the email she had sent me. I responded: "Thanks, Jami". She then sent a text "If you share it on Facebook I can share it from your post" I didn't respond. After driving to work I opened the email. It was a shocking email, describing my building as being in danger and asking people to support me at the council meeting that night. I deleted the email and thought that deleting it and not replying would put the issue to rest. She had asked me to send it to my students. I had no intention of sending it to my students. If she had asked permission to send it to anyone else I would have adamantly told her no.

Early that same afternoon I was visited by Shelly and Lynette from Chick's Cafe. They looked dismayed. They informed me that they would be attending the council meeting to support me and that they had my back. I had no idea what they were talking about. They said they had read my "Facebook post". I told them that I hadn't posted anything on Facebook. They said it was signed by me. I knew then that Jamie had sent the letter out on Facebook without notifying me or asking my permission. I then sent her a text "I should have been direct with you. I don't have a position. I'm neutral. I don't want my name being used for any argument." She responded with many texts afterwards: "Okay. Are you okay with your building being torn down? I think we have enough momentum to change this. But I need you to be on board. Everyone is ready to support you." I ignored her texts. Next, I received a text from Rob Sorensen. He asked if I had written the letter because he was ready to send it out to his contacts. I told him that I had not written the letter.

It was clear to me that Ms. Hewlett had no intention of leaving me out of it. So I sent an email to the City Council explaining that I didn't write the letter and that I had a neutral position. I also clarified that Ms. Hewlett had written the letter.

My opinion is that Ms. Hewlett used my building and my name to push her own agenda. Although I am not angry with her, I think her actions were careless, thoughtless, and reckless. As a music teacher, I need my students to see me as a music mentor, not a political activist. I didn't press charges because I didn't want to hurt Jamie. I think that in her mind she was doing what she felt was best for the community, while not considering how it could hurt me.

I hope this letter helps clarify what happened.

Thanks,
Winston Lee"

Motion: Council Member Barney made the motion to remove Alternate Planning Commissioner Jamie Hewlett from the Planning Commission. **Second:** Council Member Ostergaard made the second.

Discussion: Mayor Franco stated the term of the Alternate Planning Commissioner was a two-year term. She read the Rules of Order that prevented her from removing the agenda item as it had been placed there by a Council Member. Council Member Cheatwood clarified his request to postpone the agenda item until after the election. He had not wanted anything to interfere with the election. He had hoped to see a resignation rather than the Council having to vote to remove Ms. Hewlett from the position. Council Member Barney expressed disappointment regarding comments made in the media that implied it was the Mayor that had moved the item from the previous meeting's agenda.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston. **Voting No:** Council Member Cheatwood. **The Motion Passed 4-1.**

IX. COMMUNICATION:

City Manager Matt Brower shared the following communication items:

- the joint Wasatch County Council/City Council Meeting to discuss the CRA (Community Reinvestment Agency) and the School and Institutional Trust Lands Administration (SITLA)/Christensen Annexation was scheduled for November 13.
- UDOT (Utah Department of Transportation) would also attend the meeting to discuss the bypass and additional imminent projects that would impact traffic for the community. Council discussed project timeline discrepancies given by UDOT.
- the Main Stage construction completion was scheduled for December 1. Planning Manager Jamie Baron further explained the project completion timeline. Council Member Ostergaard thanked Ryan Bunnell, Jamie Baron, and Matt Brower for taking the brunt of the frustrated business owners due to ongoing construction. Council discussed the importance of maintaining business access surrounding the construction area, and the installation of pavers on 200 South.
- the 6th annual All Hands conference for Staff had gone very well. Mr. Brower had challenged staff to utilize AI (Artificial Intelligence). He would introduce an AI policy. Council Member Cheatwood recommended contacting Executech for their AI policy and warned of the risks.

X. CLOSED MEETING:

No closed meeting was needed.

1. UCA 52-4-205(1)(a) Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual - *30 min*

XI. ADJOURNMENT:

Motion: Council Member Cheatwood made the motion to adjourn. **Second:** Council Member Ostergaard made the second. The meeting adjourned at 8:47 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: Fiscal Year 2026 Budget Calendar Adoption
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

The purpose of this agenda item is to adopt a budget calendar for the Fiscal Year 2026 (FY26) budget (Exhibit A). The adoption of a budget calendar establishes clear expectations for those involved in the budget's development and those who are interested in the budget document's content.

RECOMMENDATION

Staff recommends that the Council adopt the proposed FY26 budget calendar as presented.

BACKGROUND

The annual budget represents one of the most important policy documents the Council considers. It outlines the City's priorities, allocates resources, and provides transparency and accountability in the use of public funds. To ensure its proper development and timely adoption, a structured timeline is essential.

The proposed budget calendar provides key dates and deadlines for each phase of the budget process, including:

- Initial budget discussions and strategic goal-setting sessions,
- Submission of departmental budget requests,
- Council work sessions and public hearings, and
- The final adoption of the budget in compliance with statutory deadlines.

A clear budget calendar serves as a valuable tool to coordinate the efforts of City staff, Council, and

other stakeholders. It ensures the budget process is thorough, transparent, and aligned with the City's strategic priorities.

DISCUSSION

FISCAL IMPACT

CONCLUSION

Council is asked to review and adopt the proposed budget calendar for FY26 (Exhibit A). Adoption of this calendar will:

- Establish clear deadlines for each phase of the budget process,
- Provide transparency and clarity to residents and stakeholders,
- Enable staff to prepare a comprehensive and balanced budget for Council review and adoption, and
- Ensure the City complies with applicable state and local regulations.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Budget Calendar FY 2026

EXHIBIT A
HEBER CITY FISCAL YEAR 2026 BUDGET CALENDAR

DATE	DESCRIPTION
November	Work begins on capital projects and 5-year budget forecasts for General Fund Update financial policies, if necessary
Tuesday, December 3	Council adopts Budget Calendar for FY 2026
By end of January	Council Strategic Retreat: Council determines strategic direction for FY 2026 and details budget priorities
By end of January	Staff Planning Retreat: Staff implements Council's top budget priorities
By end of January	Budget instructions distributed to Department Directors City Manager conducts budget workshop with staff
January/February	City Manager and Finance Director work on revenue projections Department's work on operating and capital budgets
Thursday, February 13	Personnel requests due by <u>5 PM</u>
Thursday, February 27	County notified of date, time and place of first public hearing at which the budget will be discussed ¹
Monday, March 3	Capital Project Budgets, and Operating Budgets requests due by <u>5 PM</u>
Week of March 10	City Manager and Finance Director conduct budget reviews with Department Directors and completes revenue projections for all funds
March 17 - April 14	City Manager & Finance Director complete the preparation of the Tentative Budget and computes the Tentative Millage Rate necessary to support the proposed Tentative Budget
Thursday, April 10	Tentative Budget and Tentative Millage Rate submitted to City Council ²
Tuesday, April 15	Tentative Budget tentatively adopted by City Council and Public Hearing date set for adoption of Final Budget ³
April 16 - May 7	Mayor & City Council review Tentative Budget with City Manager & Staff One budget workshop to review operating budgets for all funds One budget workshop to review capital requests and misc. items
May 8 - May 26	City Manager and Finance Director prepare Final Budget based on Council's direction
Tuesday, May 27	Issue notice to WAVE, Public Notice Website and placed on City web site of Public Hearing (Published 7 days prior to Public Hearing) to consider adoption of Final Budget ⁴
Friday, May 23	Final Budget distributed to Council, Staff and Public 10 days prior to adoption of final budget ⁵
Tuesday, June 3	Public Hearing on the Final Budget ⁶ Adopt Final Budget by resolution ⁷ Adopt final tax rate by resolution ⁸
Tuesday, June 10	Forward final Tax Rate to County Auditor ⁹
Saturday, July 20	Final certified copy of budget filed with State Auditor within 30 days after adoption ¹⁰

EXHIBIT A
HEBER CITY FISCAL YEAR 2026 BUDGET CALENDAR

NOTE: If the City decides to consider an increase the certified tax rate, the City would not adopt the budget in June and the calendar would be modified by following actions:

Thursday, May 29	Notify the County Auditor and Tax Commission of the date, time and place of the public hearing ¹¹
Tuesday, June 10	Forward proposed Tax Rate to County Auditor ¹²
Thursday, July 17	Issue public notice of Public Hearing for adoption of FY 2026 Tax Levy ¹³
Tuesday, August 19	Council holds Public Hearing on proposed augmented tax levy ¹⁴ Council adopts Resolution approving augmented tax levy ¹⁵ Council adopt Resolution approving Final Budget ¹⁶
Wednesday, August 20	Final certified copy of budget filed with State Auditor within 30 days after adoption ¹⁷

1. 59-2-919(8)(a)(i)(A): A fiscal year taxing entity shall, on or before March 1, notify the county legislative body in which the fiscal year taxing entity is located of the date, time, and place of the first public hearing at which the fiscal year taxing entity's annual budget will be discussed.
2. 10-6-111(1)(a): On or before the first regularly scheduled meeting of the governing body in the last May of the current period, the budget officer shall prepare for the ensuing fiscal period, and file with the governing body, a tentative budget for each fund for which a budget is required.
3. 10-6-111(3)(a)(i): A governing body in any regular public hearing or special public hearing shall review, consider, and tentatively adopt each tentative budget.
4. 10-6-113: At the meeting at which each tentative budget is adopted, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published for the city, as a class A notice under Section 63G-30-102, for at least seven days before the day of the hearing.
5. 10-6-112: Each tentative budget adopted by the governing body and all supporting schedules and data shall be a public record in the office of the city auditor or the city recorder, available for public inspection for a period of at least 10 days prior to the adoption of a final budget, as hereinafter provided.
6. 10-6-114: At the time and place advertised, or at any time and place to which the public hearing may be adjourned, the governing body shall hold a public hearing on the budgets tentatively adopted. All interested persons in attendance shall be given an opportunity to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the tentative budget of any fund.
7. 10-6-118(1): Before June 30 of each fiscal period, or, in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before September 1 of the year for which a property tax increase is proposed, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter.
8. 59-2-912(1): The governing body of each taxing entity shall before June 22 of each year: (a) adopt a proposed tax rate, or, if the tax rate is not more than the certified tax rate, a final tax rate for the taxing entity.
9. 10-6-134: The city recorder shall certify the ordinance or resolution setting the levy to the county auditor, or auditors if the municipality is located in more than one county, before the fifteenth day of June of each year.
10. 10-6-118(2): The budget officer of the governing body shall certify a copy of the final budget and file the copy with the state auditor within 30 days after adoption.
11. 59-9-919(8)(a)(i): (i) A fiscal year taxing entity shall, on or before June 1, notify the commission and the county auditor of the date, time, and place of the public hearing described in Subsection (4)(b).
12. 59-9-920(1): If a taxing entity, after fulfilling the requirements of Section 59-2-919, adopts a resolution to levy a tax rate that exceeds the taxing entity's certified tax rate, the taxing entity shall forward the resolution to the tax commission along with the statement of the amount and purpose of the levy required under Sections 59-2-912 and 59-2-913.
13. 59-2-919(6)(e)(i)(A): The advertisement shall be run once each week for the two weeks before a taxing entity conducts a public hearing.
14. 59-2-919(4)(c): a fiscal year taxing entity may levy a tax rate that exceeds the fiscal year taxing entity's certified tax rate if the fiscal year. taxing entity conducts a public hearing.
15. 10-6-133(1)(a): Before September 1 in the case of a property tax rate increase under Sections 59-2-919 through 59-2-923, the governing body of each city, including charter cities, at a regular meeting or special meeting called for that purpose, shall by ordinance or resolution set the real and personal property tax levy for various municipal purposes.
16. 59-2-919(9)(c): A public hearing on levying a tax rate that exceeds a fiscal year taxing entity's certified tax rate may coincide with a public hearing on the fiscal year taxing entity's proposed annual budget.
17. 59-2-920(1): If a taxing entity adopts a resolution to levy a tax rate that exceeds the taxing entity's certified tax rate, the taxing entity shall forward the resolution to the tax commission along with the statement of the amount and purpose of the levy.



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: 2025 Heber City Observed Holidays
RESPONSIBLE: Cherie Ashe
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE: Holidays will result in closures for City Hall, Public Works, Parks, and Cemetery. Additionally, Police and On-Call employees will receive holiday pay at compensated rates.

SUMMARY

Request for approved 2025 calendar year holidays. This year, Heber City will mirror the State of Utah and Wasatch County for observed holidays. Employees who typically work Monday - Thursday will not observe the Friday holidays. Monday - Thursday employees may utilize a Floating Holiday at their discretion with prior approval of their supervisor. 2025 Holidays provide consistency and the ability for employees to plan time off in the upcoming calendar year, ensuring departmental coverage.

RECOMMENDATION

Adopt the 2025 holidays as presented.

BACKGROUND

Observed holidays must be approved by City Council.

DISCUSSION

Alignment of holidays with Wasatch County observed holidays. The Personnel Policy Committee affirmed the attached 2025 holidays.

FISCAL IMPACT

Full time year round, part time benefits eligible, and seasonal employees may receive holiday pay in lieu of hours worked on the specified holidays.

CONCLUSION

Outlined holidays clearly define holiday schedules and facilitate easier reporting.

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 Manager

EXHIBITS

1. 2025Holidays



HEBER CITY HOLIDAY
SCHEDULE

New Year's Day
(observed)

Wednesday, January 1

Martin Luther King Jr. Day

Monday, January 20

Presidents Day

Monday, February 17

Memorial Day

Monday, May 26

Juneteenth

Monday, June 16

Independence Day

Friday, July 4

Pioneer Day
(observed)

Friday, July 24

Labor Day

Monday, September 1

Veterans Day

Tuesday, November 11

Thanksgiving

Thursday, November 27

Day After Thanksgiving
(Courts & Animal Services)

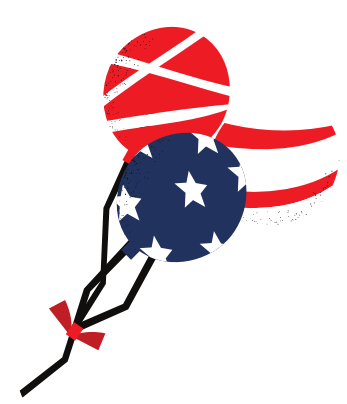
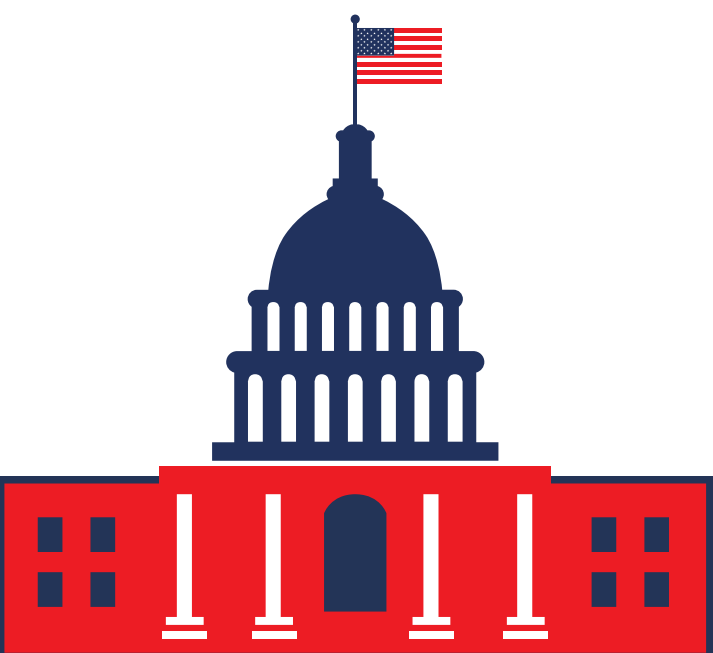
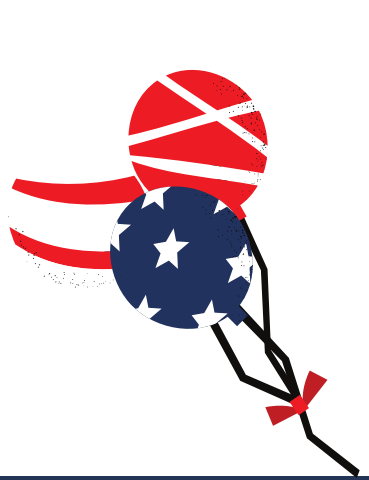
Friday, November 28

Christmas Eve
(observed)

Wednesday, December 24

Christmas Day

Thursday, December 25





Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule
RESPONSIBLE: Trina Cooke
DEPARTMENT: Recorder
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Pursuant to UCA 10-3-502, the Council of each municipality shall, by ordinance, prescribe the time and place for holding its regular meeting and hold a Regular Meeting at least once per month. As required in UCA 52-4-202(2)(a): a public body that holds regular meetings that are scheduled in advance over a year to give public notice at least once each year of its annual meeting schedule.

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

RECOMMENDATION

The office of the Heber City Recorder recommends adoption of Ordinance 2024-27 establishing the Annual Heber City Council Meeting Schedule for 2024.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

N/A

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule as amended, as follows:

Alternative 3 - Continue

I move to **continue** the Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule with the following findings.

ACCOUNTABILITY

Department: Recorder
Staff member: Trina Cooke, City Recorder

EXHIBITS

1. Ord 2024-27 Annual City Council Meeting Schedule 2025
2. 2025 Annual Meeting Schedule

ORDINANCE NO. 2024-27
AN ORDINANCE ADOPTING THE 2025 ANNUAL MEETING
SCHEDULE OF HEBER CITY COUNCIL MEETINGS

WHEREAS, pursuant to Utah State Code 52-4-202(2)(a), the Heber City Council has deemed it necessary to adopt an annual City Council Meeting schedule for the year 2025;

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

NOW, THEREFORE, BE IT ORDAINED BY THE HEBER CITY COUNCIL THAT:
The attached City Council schedule be adopted for the year 2025, as shown in exhibit A, unless otherwise noticed.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 3rd day of December 2024.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Yvonne Barney	_____	_____	_____	_____
Council Member Aaron Cheatwood	_____	_____	_____	_____
Council Member Mike Johnston	_____	_____	_____	_____
Council Member Sid Ostergaard	_____	_____	_____	_____
Council Member Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date:

2025 Annual City Council Meeting Schedule

Regular City Council Meetings are held the first and third Tuesday of each month at 6:00 p.m. and are preceded by Work Meetings at 4:00 p.m. unless otherwise noticed.

January 7 & 21

August 5 & 19

February 4 & 18

September 2 & 16

March 4 & 18

October 7 & 21

April 1 & 15

November 19

May 6 & 20

(no meeting November 5 due to
the municipal election)

June 3 & 17

December 2 & 16

July 1 & 15



Heber City Council Staff Report

MEETING DATE: 12/3/2024

SUBJECT: Public Hearing and Possible Council Action on Ordinance 2024-28 to Amend the Heber Valley Airport Fees in the Consolidated Fee Schedule

RESPONSIBLE: Sara Nagel

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Necessary Action Required

SUMMARY

The purpose of this report is to present proposed amendments to the Heber Valley Airport Fees in the Consolidated Fee Schedule. These amendments reflect updated and new fees for the Heber Valley Airport to support ongoing capital improvement and operating costs.

RECOMMENDATION

Staff recommends that Council:

- Hold a public hearing to gather input from the community regarding the proposed amendments to the Heber Valley Airport Fees in the Consolidated Fee Schedule.
- Following the public hearing, adopt the ordinance amending the fee schedule, effective December 3, 2024, to ensure these changes are implemented promptly.

BACKGROUND

The Heber Valley Airport has experienced increased operational expenses and significant investment needs for capital improvements. To ensure the airport remains financially sustainable and continues to provide high-quality services, staff reviewed the current fee structure and proposed adjustments. These updates reflect market comparisons, operational cost increases, and strategic planning goals for the airport's future.

The proposed fee amendments are outlined in Exhibit A (redlined version) and include adjustments to several categories such as landing fees, hangar rentals, permit fees, and parking.

DISCUSSION

Summary of Proposed Amendments

- **Landing Fees**
 - Increased from \$4.00 to \$5.00 per 1,000 lbs. MTOW for transient aircraft equal to or greater than 8,000 lbs. MTOW.
 - Increased from \$4.00 to \$5.00 for transient aircraft less than 8,000 lbs. MTOW.

- **Airport Hangar Rental Rate (City-Owned Hangar Row)**
 - Set at \$2,000 per month.

- **Automotive Parking Fees**
 - \$100 per vehicle per month for parking on city-owned property.

- **Commercial Aeronautical Permit Fees**
 - \$500 for gross sales under \$100,000.
 - \$1,000 for gross sales between \$100,000 and \$1,000,000.
 - \$2,000 for gross sales over \$1,000,000.

- **Commercial Non-Aeronautical Permit Fee**
 - 10% of gross income (e.g., rental car, transportation network companies).

- **Airport Apron Ground Lease**
 - New leases entered after December 2024 set at \$0.25 per square foot per year with an annual Mountain Plains CPI increase.

- **Lease Transfer/Origination Fee**
 - 3% of the greater of assessed or sale value.

FISCAL IMPACT

These amendments are projected to improve the financial performance of the airport, ensuring adequate funding for operations and planned capital improvements while maintaining competitive fees compared to similar airports in the region.

CONCLUSION

The proposed fee adjustments are essential for maintaining the financial health and operational sustainability of the Heber Valley Airport. By aligning fees with current operational costs and funding future capital improvements, the City demonstrates its commitment to supporting a vital community asset while maintaining fiscal responsibility. Approval of these amendments will position the airport to continue serving residents, businesses, and visitors effectively in the years to come.

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: Sara Nagel, Finance Manager

EXHIBITS

1. Exhibit A: Consolidated Fee Schedule 2024-2025_Redlined
2. Consolidated Fee Schedule Ordinance 2024-28

3. 1. Staff Report
4. 2. HCR Rates & Chargest Study
5. 3. HCR Rates Pro Forma
6. Updated Staff Report for Public Hearing

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

AIRPORT FEES

SERVICE	FEE
<u>Airport Apron Ground Lease – Lease Entered into After Dec. 2024</u>	<u>\$0.25 per sq. ft. per year with Annual Mountain Plains CPI Increase</u>
Airport Hangar Ground Lease – Lease Entered into After Feb. 2015	\$0.42 per sq. ft. per year with Annual Mountain Plains CPI Increase
<u>Airport Hangar Rental Rate (City-Owned: Hangar Row)</u>	<u>\$2,000 per month</u> <u>Effective 12/03/2024</u>
<u>Automotive Parking Fee (City-Owned Property)</u>	<u>\$100 per vehicle per month</u> <u>Effective 12/03/2024</u>
Aviation Trailers, i.e. Glider Trailers	\$60.00 per year Effective 01/01/2021
<u>Commercial Aeronautical Permit Fee (Gross Sales <\$100,000)</u>	<u>\$500</u> <u>Effective 12/03/2024</u>
<u>Commercial Aeronautical Permit Fee (Gross Sales \$100,00 to \$1,000,000)</u>	<u>\$1,000</u> <u>Effective 12/03/2024</u>
<u>Commercial Aeronautical Permit Fee (Gross Sales > \$1,000,000)</u>	<u>\$2,000</u> <u>Effective 12/03/2024</u>
<u>Commercial Non-Aeronautical Permit Fee (i.e. Rental Car / Transportation Network Company)</u>	<u>10% of Gross Income</u> <u>Effective 12/03/2024</u>
Fuel Flowage Fee	\$0.05 per gallon
Landing Fees (Transient Aircraft)* = to & > than 8,000 lbs. MTOW	\$4.00 <u>\$5.00 per 1,000 lbs. MTOW equal to and greater than 8,000 lbs. Effective 12/03/2024</u>
Landing Fees (Transient Aircraft)* = <8,000 lbs. MTOW	\$4.00 <u>\$5.00</u> <u>Effective 12/03/2024</u>
<u>Lease Origination / Transfer Fee – Lease Entered into After Dec. 2024</u>	<u>3% of the greater of assessed or sale value</u>
Proximity Gate Access Card	\$0.00 – Hangar owners – (additionally requested access \$40/yr, i.e. employees) \$40.00/yr – Subtenants & Non-Hangar Owners (i.e. glider pilots, balloon pilots, etc.) \$20.00 – Short-term access (i.e. contractors, air attack crews, etc.) \$60.00 – Lost gate card/replacement (Registered based aircraft 1/2 off) Effective 01/01/2021

~~*An aircraft that is not owned by a person having a lease of license agreement with the City is considered a transient aircraft. Any aircraft not recognized by the state of Utah as currently registered and based at the Heber Valley Airport is considered a transient aircraft.~~

ORDINANCE NO. 2024-28

AN ORDINANCE AMENDING EXHIBIT A CONSOLIDATED FEE SCHEDULE FOR HEBER CITY ASSOCIATED WITH TITLE 3.15 OF THE HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

WHEREAS, Heber City, Utah, has established a consolidated fee schedule for the purpose of standardizing and organizing various fees for city services; and

WHEREAS, it is the intent of the City Council to periodically review and amend the fee schedule to ensure it reflects the current costs of services and is consistent with city financial policies; and

WHEREAS, after careful consideration, the City Council has determined that amendments to the consolidated fee schedule are necessary to meet the city’s financial needs and provide fair and equitable costs to those utilizing city services;

BE IT ORDAINED by the City Council of Heber City, Utah, that the Consolidated Fee Schedule in Exhibit A associated with Title 3.15 of the Heber City Municipal Code is amended and adopted as, and pursuant to the attached Exhibit A.

This Ordinance shall be effective December 3, 2024 unless otherwise noted in fee schedule.

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

	AYE	NAY
Council Member Yvonne Barney	_____	_____
Council Member Aaron Cheatwood	_____	_____
Council Member Michael Johnston	_____	_____
Council Member Sid Ostergaard	_____	_____
Council Member D. Scott Phillips	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____



Heber City Council Staff Report

MEETING DATE: 11/19/2024

SUBJECT: Review of Heber Valley Airport Rates and Charges in the Consolidated Fees Schedule

RESPONSIBLE: Travis Biggs, Ryan Leick

DEPARTMENT: Airport

STRATEGIC RELEVANCE:

SUMMARY

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 20-year planning period discussed in the Airport Master Plan, the Airport must generate approximately \$4.4 million in additional revenue above existing levels to fund the local share of the Airport Capital Improvement Plan, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

RECOMMENDATION

That the City Council review and provide feedback on the proposed EXHIBIT A (Consolidated Fee Schedule), which would amend Title 3.15, Exhibit A, Section 2 (Airport) of the Heber City Municipal Code, Revenue and Finance, as described herein. City staff intends to return to the City Council at its November 19, 2024 meeting to seek adoption of Exhibit A by ordinance.

BACKGROUND

Heber Valley Airport ("HCR" or "Airport") is operated by Heber City ("Sponsor" or "City"). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra), including the Airport Capital Improvement Plan ("ACIP") that projects capital expenses and project phasing of facilities. The City engaged Aeroplex Group Partners (now Ascension Group Partners or "AGP") to conduct the Heber Valley Airport Rates & Charges Study dated August 2, 2024, with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport's operating expenses and funding requirements for capital projects in the ACIP.

AGP presented the Rates & Chares Study to the Airport Advisory Board on August 7, 2024. The report discussed several alternatives for increasing revenues at HCR and concluded that some adjustments to fuel flowage fees and/or landing fees would likely be necessary to ensure adequate reserves to fund the ACIP. The report provided three options in this regard:

- OPTION 1a would increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase).
- OPTION 1b would eliminate the based aircraft waiver for landing fees or implement a based aircraft fee in lieu of landing fees at \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over in addition to the transient aircraft landing fee increase proposed in Option 1a.
- OPTION 2 would achieve a comparable financial result as OPTION 1b without significantly increasing landing fees by implementing rate increases and new fees.

The Airport Advisory Board voted to recommend adoption of OPTION 2 with amendments as follows:

1. Increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) effective January 2025,
2. Escalate landing fees for transient aircraft by 3% annually and exempt transient piston and electric aircraft under 8,000 pounds,
3. Establish a hangar rental rate of \$2,000 per month for City-owned hangars on Hangar Row,
4. Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. Assess an AOA Access Fee for all users of \$40 per year with one AOA access included for a hangar owner or lease agreement with the City and recommend that all cards be turned off on October 15, 2024,
6. Collect a \$100 per month parking fee on airport owned property,
7. Assess a rental car and TNC fee charge equal to 10% of gross income, and
8. Increase the existing Airport Apron Ground Lease rate from \$0.07 to \$0.25 per sq. ft. annually

DISCUSSION

Staff has reviewed the Airport Advisory Board's recommendation and sought additional legal counsel. Staff intends to recommend adoption of the recommended items approved by the Airport Advisory Board, with the following three amendments:

- No change to the fuel flowage fee,
- Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$5,000 for gross income between \$100,000 and \$1,000,000, and 2%

of gross income over \$1,000,000, and

- Increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$5.00 (25% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$5.00 / 1,000 pounds MTOW (25% increase).

Staff is not recommending a fuel flowage fee increase at this time due to language contained in the FBO lease that requires adjustments to the fuel flowage fees be made at five year intervals (with the next opportunity in 2025), and only as reflected by “regional trends.” Legal counsel is working the FBO to clarify this language and reach agreement as to how “regional trends” should be determined. At the present time, staff has not determined whether the available data regarding historical changes to other airports’ fuel flowage fees would support a recommendation to modify HCR’s fuel flowage fee.

The proposed tiered Commercial Aeronautical Permit Fee structure simplifies collection of the fee by generally eliminating the need to annually audit financial statements for Operators known to generate less than \$1,000,000 in gross income, while increasing the percentage-based fee for larger SASOs. These fees are consistent with Commercial Aeronautical Permit Fees at other airports and ensure that businesses benefiting from the use of public infrastructure contribute their fair share. Consistent with the Airport’s existing rates and charges, a Commercial Aeronautical Permit Fee is assessed only on the operations of a SASO. As is the case at most airports, an FBO is instead assessed fuel flowage fees.

Staff does not recommend adopting the Airport Advisory Board’s recommendation to exempt transient piston and electric aircraft under 8,000 pounds based on advice from legal counsel that such exemption would likely violate Federal Aviation Grant Assurance 22, which prohibits airports from engaging in unjust discrimination in establishing rates and fees. Assessing landing fees against only jet and turboprop aircraft would be considered unjustly discriminatory.

Staff’s recommendation that the landing fee be increased from \$4.00 per 1,000 pounds to \$5.00 per 1,000 pounds is based on a projection of capital funding needs and anticipated reserves through 2030 (the rate-setting period recommended by the Airport Advisory Board), as described in the attached pro forma. Increasing the landing fee to \$5.00 would result in approximately \$80,000 in additional annual revenue based on the current number of transient operations. When combined with the other mechanisms to increase revenue described above (also reflected in the pro forma), the City will be able to both satisfy its near-term obligations under the ACIP, as well as begin building capital reserves for the more substantial capital outlay required in future years. This accumulation of reserves also allows the City to keep rates and charges stable, rather than look to increasing the landing fee or other variable charges more significantly in future years. Staff recommends that the City plan to revisit rates and charges no later than 2030 to ensure that it is not accumulating more reserves than is reasonably necessary to ensure funding of the ACIP and any future identified projects.

The City’s agreement with the FBO requires – at any time the City proposes to increase the landing fee by more than 3 percent year over year – that the City Council specifically find that the proposed increase is (i) reasonable and not unjustly discriminatory, pursuant to FAA rules and policy; and (ii) reasonably necessary to achieve or maintain the Airport’s financial self-sustainability. Staff believes

that the City Council may make such findings with respect to the proposed increase. The proposed landing fee is reasonable insofar as it is based on the City's projected capital needs. The proposed landing fee is not unjustly discriminatory, as it applies equally to all transient aircraft and the FAA has previously found that based aircraft may be exempted from such fees. The proposed landing fee is also reasonably necessary to achieve or maintain the Airport's financial self-sustainability. The FAA defines self-sustainability as a fee and rental structure that is adequate to fully recover aeronautical costs, including the establishment of reasonable reserves and other funds to facilitate financing and cover contingencies. As shown in the attached pro forma, increasing the landing fee by \$1.00 allows the City to satisfy its near-term capital expenses and begin building reasonable reserves for further ACIP needs. By the end of 2030, the proposed rates and charges program is anticipated to result in a capital fund balance of approximately \$720,000, representing approximately 21 percent of the City's total obligation to fund the ACIP adopted via the Master Plan through 2038.

In addition to other means of increasing revenues discussed but not recommended for adoption in the Rates and Charges Study, staff considered whether it should "sell" those hangars which will revert to the City's ownership in the coming years, rather than lease them at a facility rate. It has been argued that selling such hangars would allow the City to immediately realize the present value of a facility lease such that revenues are available to fund the City's ACIP obligations. Staff has consulted with legal counsel and AGP and does not recommend this approach. First, this practice does not appear to be common in the industry and we have not found examples of other airports selling facilities to private parties and granting an ongoing ground lease. Second, staff suspects that the terms of such a sale would impair the hangars' marketability; for example, the City would need to make clear that a purchaser's rights are in all respects subordinate to the ground lease on which the hangar sits. Third, there may be substantial opportunity costs with such a transaction. A sponsor-owned hangar lease is typically month-to-month or year-to-year, allowing the City to pursue other development opportunities should they be in the public interest. We suspect that selling the hangars would require the City to also execute long-term ground leases, potentially as long as 50 years, which forecloses any flexibility the City may have in developing the Airport in a different manner in the future. Accordingly, staff recommends adoption of a \$0.34 per month per square foot rental rate of facilities which revert to its ownership, which is reflected in the pro forma for those facilities anticipated to revert over the rate-setting period.

FISCAL IMPACT

The staff recommendation is expected to build an airport reserve of approximately \$720,000 in 2030, representing 21% of the Sponsor Participation of Uncompleted Projects (i.e., the total amount that the City will be expected to contribute under the full ACIP adopted via the Master Plan through 2038).

CONCLUSION

It is our recommendation that EXHIBIT A (Consolidated Fee Schedule) associated with Title 3.15 of the Heber City Municipal Code, Revenue and Finance, be approved. Staff intends to return to City

Council on November 19, 2024, to seek such approval, unless the Council has additional feedback.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Airport
Staff member:

EXHIBITS

2. HCR Rates & Charges Study - 20240802 FINAL
3. 2024-10-31 - HCR Rates Pro Forma (2167129.1)

HEBER VALLEY AIRPORT RATES AND CHARGES STUDY

FINAL REPORT

August 2, 2024



Heber Valley Airport (“HCR” or “Airport”) is Operated by Heber City (“Sponsor” or “City”). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra). The Master Plan depicts proposed facilities on the Airport Layout Plan (“ALP”) in Chapter 7 / Appendix D. The Airport Capital Improvement Plan (“ACIP”) projects capital expenses and project phasing of facilities on the ALP in Chapter 9 / Appendix C. The City engaged Aeroplex Group Partners (“AGP”) to conduct this *2024 Rates and Charges Study* with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport’s operating expenses and funding requirements for capital projects in the ACIP.

This is the third in a series of reports conducted by AGP on behalf of the City. The *Heber Valley Airport Financial Requirements Analysis* (2022 Financial Analysis) was completed by AGP in December 2022 to estimate the financial implications of operating the Heber Valley Airport without making any physical changes required to comply with FAA design standards for Airport Reference Code (“ARC”) Category C-II. The *Heber Valley Airport ARC C-II Upgrades Financial Analysis* (2023 Revised Financial Analysis) was completed by AGP in June 2023 to determine funding requirements for constructing the facilities depicted on the ALP and determine if the Heber Valley Airport could feasibly generate sufficient revenue to meet federal grant match requirements. Federal grants provide funding equal to approximately 90% of the eligible project costs in exchange for obligations to uphold FAA Grant Assurances. The City’s 10% match is expected to be offset by grants from the Utah Department of Transportation (“UDOT”) equal to one-half of the required federal match.

The *2023 Revised Financial Analysis* concluded that projected operating revenues from existing sources would not be adequate to fund the five percent grant match unless airport rates and charges are increased. This *2024 Rates and Charges Study* was conducted to calibrate previous assumptions used in the *2023 Revised Financial Analysis*. Ardurra revised cost estimates for the ACIP included in the Airport Master Plan. The City also provided FY 2024-25 budget revenues and expenses for the Airport Special Revenue Fund (21) and Airport Capital Improvement Fund (41). **This study is not an examination of the City’s approved budget, for which a public process exists, but instead focuses on acceptable sources of revenue generation to fund the approved budget.** An expanded survey of market-based rates and charges was conducted for a peer set of airports along with a landing fee analysis, which uses a residual cost-recovery methodology to determine a range for landing fees adequate to cover the City’s obligations without accumulating an excessive reserve.

The following options are available to increase revenues at HCR:

1. increase the Airport Apron Ground Lease rate of \$0.07 per sq. ft. to \$0.25 per sq. ft. (360%),
2. increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) after January 2025 with market rate adjustments every 5th year,
3. adopt a Rental Car / TNC Fee equal to 10% of gross receipts,
4. establish a hangar rental rate of \$0.34 / sq ft monthly for City-owned hangars,
5. change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
6. assess the AOA Access Fee for all users with no waiver for hangar owners;
7. collect a \$45 / month parking fee on airport-owned property,
8. escalate landing fees by three percent annually, or
9. increase landing fees from \$4.00 to \$6.00 (50% increase) for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds and from \$4.00 to \$6.00 / 1,000 pounds (50% increase) for transient aircraft with a MTOW of 8,000 pounds or more, and/or
10. eliminate the based aircraft waiver for landing fees or establish a Based Aircraft Fee of \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over.

1.0 Airport Rates and Charges

Grant Assurance 24, Airport Fees and Rents, requires the airport maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport. Airport proprietors must employ a reasonable, consistent, and transparent (i.e., clear and fully justified) method of establishing rates and charges, and adjustments on a timely and predictable schedule. FAA will not ordinarily investigate the reasonableness of a general aviation airport's fees absent evidence of a progressive accumulation of surplus aeronautical revenues. In establishing new fees, and generating revenues from all sources, airport owners and operators should not seek to create revenue surpluses that exceed the amounts to be used for airport purposes, including reasonable reserves and other funds to facilitate financing and to cover contingencies.

A hybrid compensatory / residual methodology is used to determine rates and fees charged at the Airport. Under this methodology, HCR charges market-based rates comparable to a peer set of airports ("Peer Set") for the lease of airport property and airport-related services to aeronautical users while establishing any approved non-aeronautical use of the Airport at fair market value. The Airport's landing fee is calibrated to balance operating and capital budgets after cross-crediting other airport revenues and any reserves.

2.0 Market-Based Rate Survey

A market-based survey of rates and charges was conducted on a Peer Set of fifteen comparable airports, including Heber. Two hundred and eight two (282) publicly owned, public use airports in Utah and surrounding states were evaluated to select the airports most similar to HCR for inclusion in the Peer Set.

FAA ID	Name	State	Distance	NPIAS Role	ILS	ATCT	Based AC	CII TFMSC	Index Score
HCR	HEBER VALLEY	UT	0	National	N	N	100	1,156	5.00
EKO	ELKO RGNL	NV	230	Non-Hub	N	N	72	815	4.75
DNA	DONA ANA COUNTY	NM	650	Regional	N	N	130	240	4.68
DIJ	DRIGGS-REED MEML	ID	226	Regional	N	N	45	1,213	4.68
MYL	MC CALL MUNI	ID	386	Local	N	N	92	708	4.67
COD	YELLOWSTONE RGNL	WY	305	Non-Hub	N	N	75	2,164	4.67
CNY	CANYONLANDS RGNL	UT	149	Non-Hub	N	N	46	1,530	4.64
LAR	LARAMIE RGNL	WY	306	Non-Hub	N	N	38	1,352	4.63
EIK	ERIE MUNI	CO	338	Local	N	N	135	743	4.60
IGM	KINGMAN	AZ	386	Local	N	N	83	218	4.60
VEL	VERNAL RGNL	UT	101	Regional	N	N	30	1,053	4.59
HII	LAKE HAVASU CITY	AZ	439	Regional	N	N	157	264	4.55
SEZ	SEDONA	AZ	390	Local	N	N	63	331	4.54
PGA	PAGE MUNI	AZ	246	Non-Hub	N	N	70	2,291	4.53
SBS	STEAMBOAT SPRINGS	CO	240	Regional	N	N	57	43	4.52

Figure 1. HCR Airport Peer Set.

Five criteria were used in the evaluation: NPIAS role, number of based aircraft, TFMSC C-II operations, Air Traffic Control Tower (ATCT), and Instrument Landing System (ILS) facilities. Data was acquired from the FAA Form 5010-1 Airport Master Record (Existing Public Use Airports) database. The National Plan of Integrated Airport Systems ("NPIAS") role is based on the two systems of categorization for Primary and Non-primary airports. Non-primary airports are categorized as Unclassified, Basic, Local, Regional, and National while Primary airports are categorized as Non-Hub, Small, Medium, and Large hub. The Traffic Flow Management System Count ("TFMSC") operations for Airport Reference Code C-II aircraft or above was acquired from the FAA Aviation System Performance Metrics Web Data System for CY2022.

All airports in the Peer Set were scored on the five criteria by indexing the value for each airport minus the value for HCR on a scale of 0 to 1 with the highest score given to airports identical to HCR and the lowest score given to airports most dissimilar to HCR. For instance, HCR received a score of 1 in each of the five criteria for a total index score of 5.0. Elko Regional Airport (EKO) was the next most similar airport in the region with a total index score of 4.75: NPIAS Role (0.889), based aircraft (0.925), TFMSC C-II Operations (0.936), ATCT (1.000), and ILS (1.000). Only airports with a score greater than 4.50 were included in the Peer Set. A sample of the top 60 airports is provided in Appendix A.

2.1 Ground Lease and Hangar Rent Rates

Ground lease and hangar rent rates are difficult to compare because most property leases are uniquely determined based on existing improvements, access to the airfield, negotiation between parties, appraisals, and/or comparative properties. Surveying ground lease and hangar rent rates is informative but such rates are not universally comparable from airport to airport. Ground lease rates are typically influenced by terms specified in the lease, such as required scheduled improvements over the lease term or conditions such as reversion requirements at the end of the term.

Ground lease rates are often bifurcated for unimproved sites with no utilities or taxiway access and improved sites that have utilities and taxiway access. The most common structure in the survey was a single aeronautical ground lease rate. The rates displayed in Figure 2 are for improved aeronautical sites at Peer Set airports. Note, HCR has a bifurcated rate for Airport Aeronautical and Airport Apron.

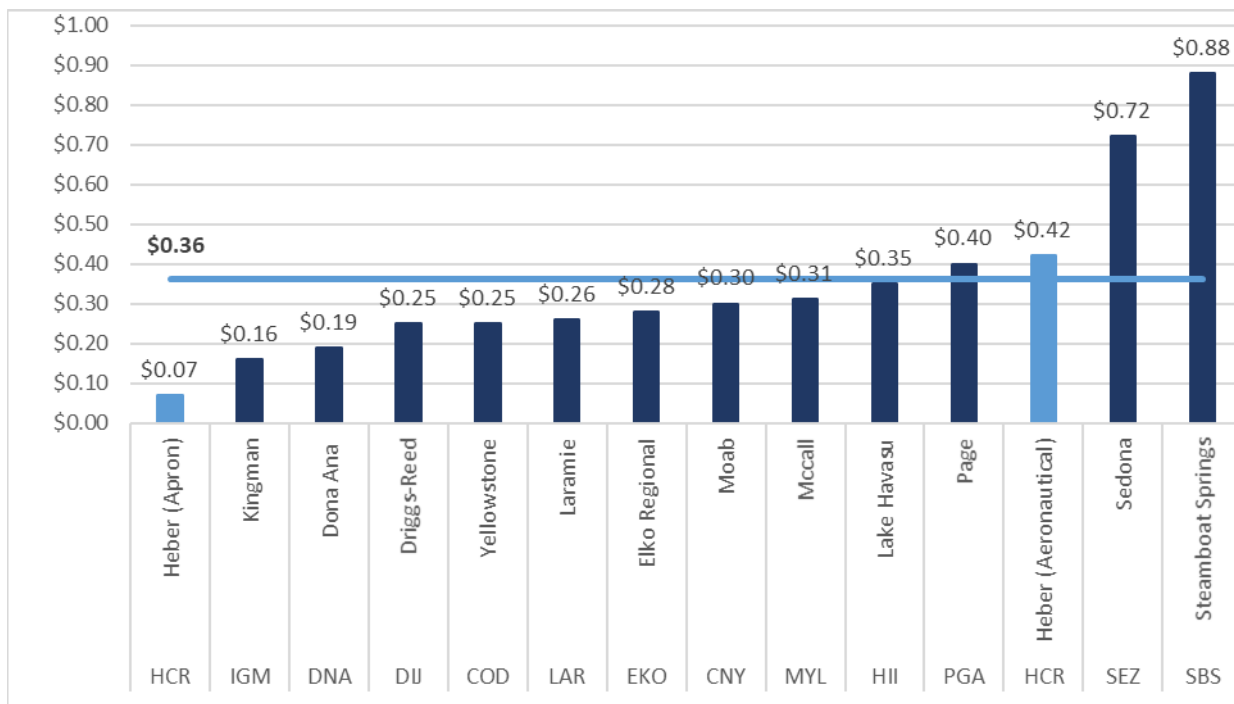


Figure 2. Ground Lease Rates (\$/sq. ft. annually).

Heber's Airport Aeronautical Lease rate of \$0.42 / sq. ft. annually is slightly above the market average of \$0.36 / sq. ft. The only two airports in the survey with higher aeronautical ground rents are 71% and 110% above HCR. The Airport Aeronautical Lease rate is in line with market, but the existing Airport Apron Ground Lease rate should be increased to the 25th percentile, from \$0.07 per sq. ft. to \$0.25 per sq. ft. annually.

Hangar rental rates were not included in the scope of this study because the City does not currently own any hangars at HCR. However, several reversionary ground leases with existing hangars have already expired or are set to expire in the next few years. Figure 3 shows the average box hangar rental rates at comparable airports, several of which are in the Peer Set, previously collected for the 2023 Revised Financial Analysis.

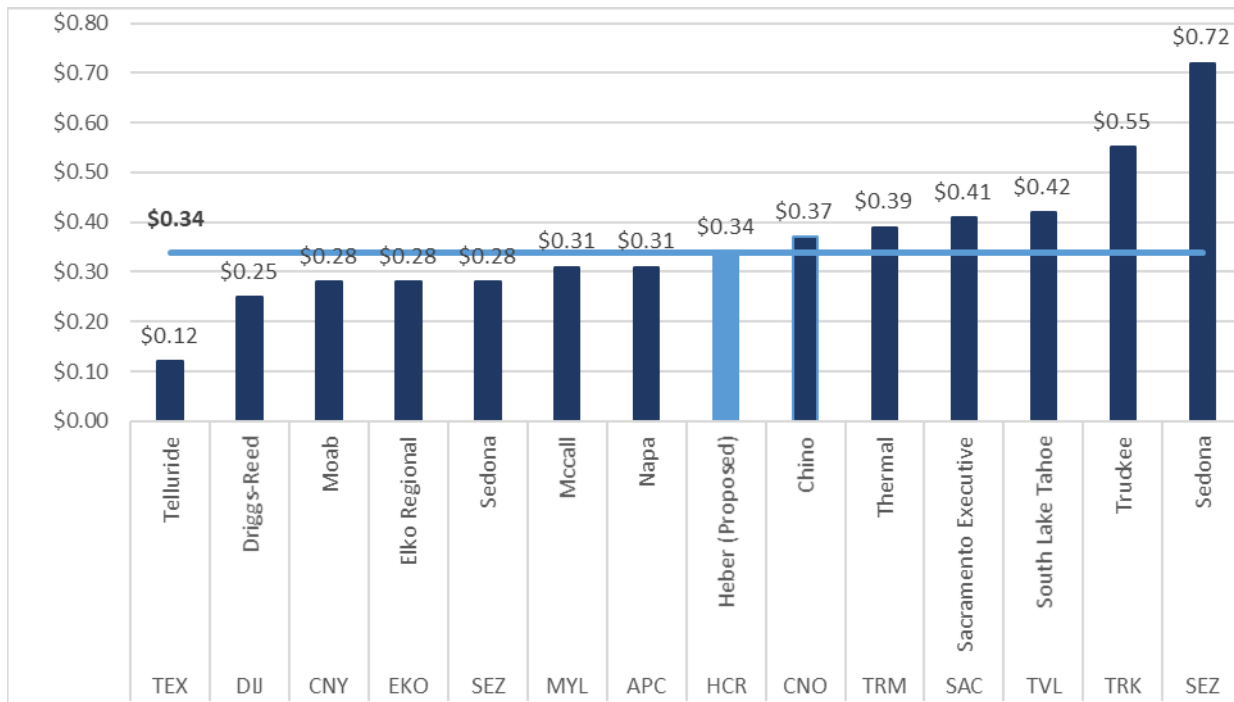


Figure 3. Hangar Rent Rates (\$/sq ft monthly).

2.2 Fuel Flowage Fee

Fuel flowage fees are a charge on fuel sales by Fixed Base Operators (“FBOs”) and remitted to the Airport. Similar to ground lease rates, airports occasionally bifurcate fuel flowage fees for jet fuel and avgas. Figure 4 shows the jet fuel flowage fee for Peer Set airports relative to HCR.

The Airport’s existing fee of \$0.05 / gallon has been in place since 2012 and is significantly below the average of \$0.12 / gallon while slightly above the range floor. Driggs and Page charge a separate avgas fuel flowage fee of \$0.10 and \$0.05 / gallon respectively. Adopting Driggs fuel flowage fee structure that straddles the market average with \$0.15 / gallon for jet fuel and \$0.10 / gallon for avgas would represent a 100% increase in avgas and 200% increase in jet fuel flowage fees.

These rates are in line with comparable airports in the Peer Set and below the 5-year regional percentage change in jet fuel (41%) and avgas (167%) fuel flowage fees at publicly owned airports within a 50 nautical mile radius of HCR.¹

¹ The airport is contractually bound to only adjust fuel flowage fees every fifth year in line with regional trends. The analysis assumes a 20% increase in fuel flowage fees every 5th year.

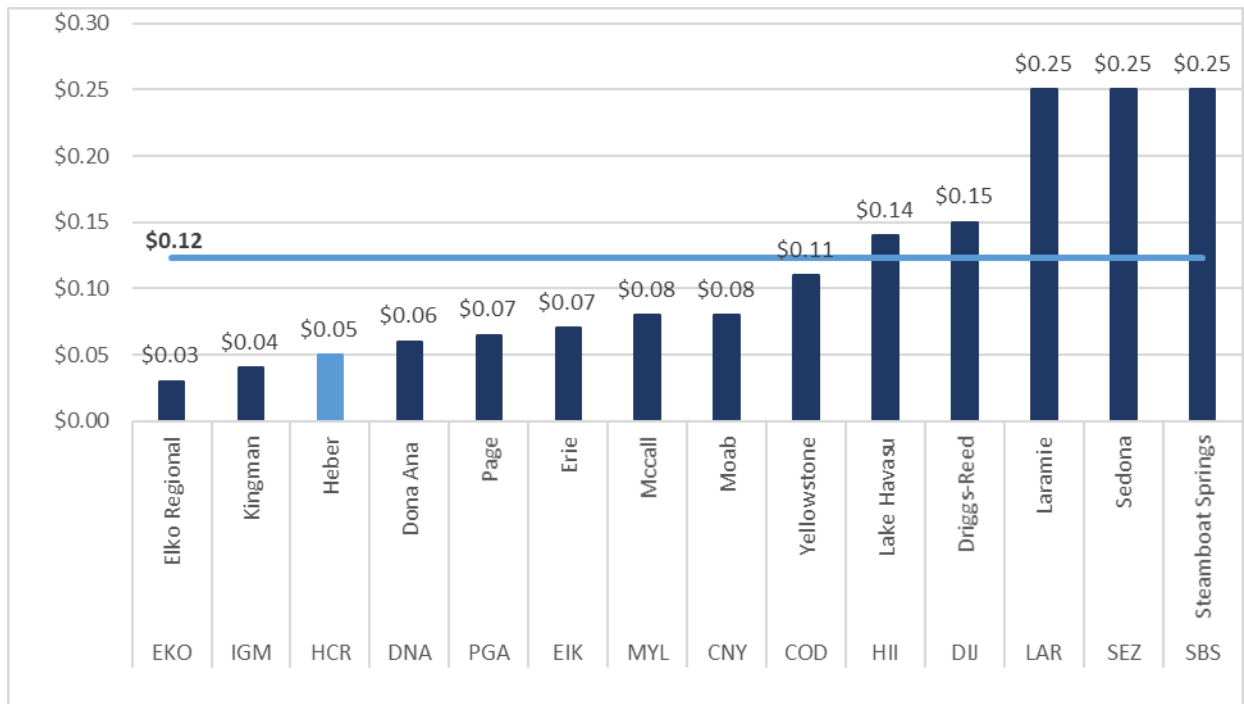


Figure 4. Jet Fuel Flowage Fee (\$/gallon).

2.3 Other Airport Fees and Charges

Airports in the Peer Set were selected on characteristics similar to those found at HCR. However, many other circumstances influence the revenue-generating ability of the airport to cover capital and operating expenses toward the FAA's stated goal of self-sufficiency described in Grant Assurance 24. Some airports in the Peer Set operate proprietary-exclusive FBOs, airport-owned hangar developments and aircraft parking ramps, or collect a Passenger Facility Charge from commercial air carrier passengers that generate additional sources of revenue not available to HCR. These circumstances also influence the opportunities available to HCR for additional revenue-generation, such as vehicular parking and rental car / Travel Network Company ("TNC") fees from companies such as Uber, Lyft, and Turo. Thus, comparable market rates are informative in determining appropriate rates at HCR, but market rates may reflect other budget-balancing revenue sources that are not available to the Airport.

The adoption of a Rental Car / TNC Fee equal to 10% of monthly gross receipts represents the most significant source of incremental revenue from other airport fees.² The Airport should also consider adopting a new vehicular parking fee for the existing 38 spaces on airport owned property at the Peer Set average of \$45 / month, up to the range maximum of \$150 / month. However, collecting this parking fee would require public or private investment in physical infrastructure. The existing Commercial Aeronautical Permit Fee of 1% gross income is not consistently collected and should be changed to simplify collection to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000. The AOA Access Fee waiver for hangar owners could be eliminated to generate additional airport revenue³ while remaining within the market range. The existing percentage-based Hangar Transfer Fee is unique within the Peer Set but is an accepted practice nationally.

² Rental Car / TNC Fee revenue is not included in the analysis as no historical baseline exist to forecast revenue.

³ Collecting \$40 for the 375 exempt AOA badges would generate \$15,000 in incremental annual revenue.

HCR could add or change the following fees while remaining within the range of Peer Set market rates:

Rental Car / TNC Fees	• New Fee: 10% of Gross Receipts • Ranges 10-12% or \$4.50/trip and \$50 per vehicle/month
Vehicular Parking Fee:	• New Fee: \$45 / month • Typically \$5-7/night or \$45/month (ranges \$25-\$150)
AOA Access Fee	• Change: \$40 / card annually for all users, no waiver for hangar owners • Standard \$25 / user, max \$50 / user
Commercial Aeronautical Permit Fee	• Change: 1% of Gross Income to tiered fixed fee from \$500 – \$2,000 • 2% of Gross Receipts @ Dona Ana, but otherwise \$100-\$558 fixed fee
Hangar Transfer Fee	• No Change: 3% of greater sale or assessed price • Typically ranges from \$50 - \$1,000 fixed fee

Figure 5. Other Airport Fees.

Other fees charged at some airports, but not found in the Peer Set, include security fees and infrastructure fees. Security fees are common at commercial service airports to recover the cost of operating an Airport Security Program under 49 CFR 1542. At general aviation airports, the expense of security measures are typically recovered through an access fee which HCR already has in place. Historically, infrastructure fees have not been charged by airports to GA users. Some FBOs are implementing infrastructure fees to cover private capital expenditures that are not passed through to the airport.

3.0 Landing Fee Methodology

Landing fees provide a relatively inelastic revenue source to cover shortfalls in funding from market-based rates discussed above. HCR currently charges a landing fee \$4.00 for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds and \$4.00 / 1,000 pounds for transient aircraft with a MTOW of 8,000 pounds or more. No other airport in the peer set collects landing fees for aircraft under 6,000 pounds with Moab as the only airport collecting fees on aircraft under 8,000 pounds.

As a cost recovery mechanism, landing fees can be determined by dividing expenditures, less all other airport revenues and any reserve funds, by the anticipated landed weight for the rate setting period. The Master Plan prepared by Ardurra includes the ACIP that provides estimated costs and timing for implementing each of the proposed projects over the 15-year planning period. The cost estimates include engineering design fees of ten percent, construction/project design contingencies of ten percent, construction administration services of ten percent, a fixed legal and administrative fee of \$3,000 per project, and four percent per year escalation up to the year of construction.

Capital project expenditures assume FAA Airport Improvement Program (“AIP”) federal grants funding 90.63% and UDOT state grants⁴ funding 4.685% of ACIP-eligible projects⁵ (Figure 6) as well as 90.00% of

⁴ The FAA Reauthorization Act of 2024 provides for a 95% match in federal funds through FY 2026. UDOT confirmed state funding would still match half of the sponsor participation at 2.5%.

⁵ Removed \$1.5M in FBO Building and \$5.4M in Hangar Acquisition costs from North Campus Ramp project.

state funded ACIP projects (Figure 7). Heber City's sponsor participation of capital projects is 4.685% of federal eligible projects, 10% of state funded projects, and 100% of locally funded projects (Figure 8).

Year	Airport Capital Improvement Projects (ACIP) - Federal FY (Oct 1 - Sep 30)	2024 Hard Cost	Future Value
2024	AWOS Replacement	\$ 160,000	\$ 160,000
2024	Phase 1 Runway Relocation - EA	\$ 800,000	\$ 800,000
2025	Pavement Preservation	\$ 376,900	\$ 513,000
2026	Phase 1 Runway Relocation - AWOS Relocation	\$ 117,575	\$ 169,000
2026	Phase 1 Runway Relocation - Hangar Access Road	\$ 343,110	\$ 486,000
2026	Phase 1 Runway Relocation - Land Acquisition	\$ 3,810,000	\$ 4,961,000
2027	Acquire Snow Removal Equipment	\$ 400,000	\$ 543,000
2028	Phase 2 Runway Relocation - Perimeter Fence & Road	\$ 2,516,800	\$ 3,831,000
2029	Pavement Preservation	\$ 376,900	\$ 600,000
2030	Phase 2 Runway Relocation - South Campus Ramp	\$ 9,382,460	\$ 15,437,000
2031	Phase 2 Runway Relocation - North Campus Ramp	\$ 2,617,280	\$ 4,481,000
2033	Pavement Preservation	\$ 376,900	\$ 702,000
2033	North Campus Box Hangar Development	\$ 299,550	\$ 559,000
2035	Phase 3 Runway Relocation - Taxiway Relocation	\$ 8,131,273	\$ 16,278,000
2038	Phase 3 Runway Relocation - Runway Relocation	\$ 14,598,427	\$ 32,869,000

Figure 6. Federal ACIP-eligible Projects.

Year	State Funded Projects	2024 Hard Cost	Future Value
2025	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 321,000
2029	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 376,000
2033	Pavement Preservation - Parallel T/W and aprons	\$ 237,600	\$ 440,000

Figure 7. UDOT State Funded Projects.

Year	Locally Funded Projects	2024 Hard Cost	Future Value
2023	Phase II ESA	\$ 175,000	\$ 175,000
2025	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 92,000
2029	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 107,000
2033	Pavement Preservation - 15' in front of hangars and T/L	\$ 67,800	\$ 125,000

Figure 8. Locally Funded Projects.

Expenses were forecasted by calculating the future value of the FY2024-25 budget for the Airport Special Revenue Fund (21) and Airport Capital Improvement Fund (41) at a 3% annual growth rate.⁶ Operating revenues were forecast based on growth in aircraft operations projected in the Airport Master Plan at 1.3% annually.⁷ Landed weight of 82,737,000 pounds for the period April 1, 2023 through March 31, 2024 was calculated using operations observed by Virtower's ADS-B sensor at HCR to establish the 2024 baseline.

⁶ The analysis reduced FY2024-25 legal expense (21.4033) to \$55,000 and professional services (21.4031) by 50% in FY2027-28 down to ~\$55,000 reflecting a decrease in ongoing external support.

⁷ The analysis increased Miscellaneous Income (21.3620) to \$6,100 from existing AOA Access Fees in 2024. Hangar Ground Lease Fees (21.4071) are grown at 3% annually. Airport Business FBO/SASO Lease (21.3470) revenue increases in 2025 for apron and 31,500 sq ft Hangar F. Additional revenue is anticipated from 3% in Hangar Transfer Fees (21.3474) of the estimated \$5M value from sales in 2025. Also included is incremental revenue from 5,000 sq. ft. of hangars reverting to building rent rates @ \$0.34 / sq. ft. monthly in 2025 and 12,961 sq. ft. in 2027.

The General Aviation Landing Fee is calculated so that the Airport Restricted Revenue Fund is not negative or more than the Airport Sponsor's Participation of Uncompleted Projects in any year during the rate setting period. A rate setting period through 2030 was used given uncertainty in assumptions beyond this time.

The General Aviation Landing Fee was calculated using the following methodology:

- Line Item A. Operation and Maintenance Expenditures. This line item is Heber City's costs for the operation, maintenance, and repair of the Airport and includes salaries and employee benefits, utility costs, ordinary maintenance, direct and indirect administrative and general expenses listed in the annual operating budget of the Airport Special Revenue Fund (21) for the rate setting period.
- Line Item B. Operation and Maintenance Reserve. This line item is an amount equal to one fifth (1/5) of the amount appropriated in the annual budget for Operation and Maintenance Expenses for the rate setting period.
- Line Item C. Capital Improvement Plan Expenditures. This line item includes the sponsor's participation of federal, state, and locally funded capital projects and other capital expenditures attributable to the airport cost center equal to the budgeted amount for Capital Improvement Fund (41) for the rate setting period.
- Line Item D. Capital Improvement Plan Reserve Charge. This line item includes financing and contingencies that ensure airport self-sufficiency and a positive cashflow in future rate setting periods. The Capital Improvement Plan Reserve Charge is the Sponsor's CIP Participation of Uncompleted Projects divided by the number of current and future rate setting periods in the CIP. The Sponsor's CIP Participation of Uncompleted Projects means the total capital expense of uncompleted CIP projects less projected capital revenues from federal and state grant sources for future rate setting periods in the CIP.
- Line Item E. Airport Total Requirement. This line item is the sum of the following line items: Operation and Maintenance Expenditures, Operation and Maintenance Reserve Charge, Capital Improvement Plan Expenditures, and Capital Improvement Plan Reserve Charge.
- Line Item F. Credits to Airport Total Requirement. This line item identifies the credits to the Airport Total Requirement which include other airport revenues and the prior period ending balance of the Airport Restricted Revenue Fund, if any. The Airport Restricted Revenue Fund is a reserve fund to facilitate financing and cover contingencies. Any surplus revenue from the airport cost center will be transferred to the Airport Restricted Revenue Fund at the end of the fiscal year.
- Line Item G. Airport Net Requirement. This line item is the Airport Total Requirement less Credits to the Airport Total Requirement.
- Line Item H. Total Landed Weight is the sum of the Maximum Take Off Weight (MTOW) rounded up to the next highest 1,000 pound interval of each transient aircraft landing at the Airport with a MTOW of 8,000 pounds or more. For aircraft with a MTOW of less than 8,000 pounds, the landed weight is calculated as 1,000 pounds.
- Line Item I. General Aviation Landing Fee. This line item is the Airport Net Requirement divided by Total Landed Weight.⁸

⁸ The General Aviation Landing Fee calculation accounts for the 16% collection fee assessed by Vector Systems.

The General Aviation Landing Fee was calculated as set forth in Table A below.

	Line Item
Operations and Maintenance Expense	A
Operations and Maintenance Reserve Charge	B
Capital Improvement Plan Expenditures	C
Capital Improvement Plan Reserve Charge	D
AIRPORT TOTAL REQUIREMENT	E = A + B + C + D
Less Credits to Airport Total Requirement	F
AIRPORT NET REQUIREMENT	G = E – F
Total Landed Weight	H
General Aviation Landing Fee (per 1,000 lbs)	I = G / H

4.0 Conclusion

OPTION 1a. By the end of 2030, HCR is projected to have a shortfall of \$470,000 required to fund the \$1.8M in Sponsor Participation in Capital Projects. Based on the above methodology, a minimum General Aviation Landing Fee of at least \$4.21 is necessary to meet timely sponsor participation of capital project expenses throughout the rate setting period. Establishing landing fees above the minimum is a conservative approach to growing the Airport Restricted Revenue Fund early in the planning horizon to avoid the need for debt financing or delays in construction. An increase in landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase) is expected to establish a reserve of \$792,000 in 2030.

OPTION 1b. Eliminating the based aircraft waiver for landing fees or implementing a based aircraft fee in lieu of landing fees is an option to mitigate the landing fee increase or generate a more robust reserve. The landed weight of based aircraft for the period April 1, 2023 through March 31, 2024 was 11,359,000 pounds. Additional revenue from based aircraft landing fees would permit a minimum General Aviation Landing Fee of \$0.62 less than with the based aircraft exemption. The equivalent Based Aircraft Fee would be \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over. The reserve would grow to approximately \$1.15M in 2030, representing 35% of the Sponsor Participation of Uncompleted Projects if the based aircraft exemption is eliminated along with an increase in the landing fee to \$6.00.

OPTION 2. Alternatively, the Airport could achieve a comparable financial result during the rate setting period without significantly increasing landing fees by implementing the following:

1. increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) after January 2025 with market rate adjustments every 5th year,
2. escalate landing fees by three percent annually,
3. establish a hangar rental rate of \$0.34 / sq ft monthly for City-owned hangars,
4. change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. assess the AOA Access Fee for all users with no waiver for hangar owners, and
6. collect a \$45 / month parking fee on airport-owned property.

Adopting the above rates and fees would establish a reserve of approximately \$1.1M in 2030, representing 33% of the Sponsor Participation of Uncomplete Projects. Landing fees could be adjusted in subsequent

years if the reserve is projected to be insufficient for, or exceed, the Sponsor's CIP Participation in Uncompleted Projects. The Airport Advisory Board should monitor the projected Airport Restricted Revenue Fund and adjust landing fees if projected reserves are insufficient to cover or substantially exceed the Sponsor's CIP Participation in Uncompleted Projects.

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 15-year planning period, the Airport must generate approximately \$4.4 million in additional revenue above existing levels, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

APPENDIX 1 – AIRPORT PEER SET SAMPLE

Loc_ID	Name	City	State_ID	ILS_Flag	ATCT_Flag	DBAC%	CII%rank	DNRV%	Indexed
HCR	HEBER VALLEY	HEBER	UT	1	1	1	1	1	5
EKO	ELKO RGNL	ELKO	NV	1	1	0.925267	0.935943	0.8889	4.75
DNA	DONA ANA COUNTY INTL JETPORT	SANTA TERESA	NM	1	1	0.918149	0.871886	0.8889	4.68
DIJ	DRIGGS-REED MEML	DRIGGS	ID	1	1	0.800712	0.985765	0.8889	4.68
MYL	MC CALL MUNI	MC CALL	ID	1	1	0.978648	0.918149	0.7778	4.67
COD	YELLOWSTONE RGNL	CODY	WY	1	1	0.935943	0.846975	0.8889	4.67
CNY	CANYONLANDS RGNL	MOAB	UT	1	1	0.818505	0.928826	0.8889	4.64
LAR	LARAMIE RGNL	LARAMIE	WY	1	1	0.768683	0.97153	0.8889	4.63
EIK	ERIE MUNI	ERIE	CO	1	1	0.893238	0.925267	0.7778	4.6
IGM	KINGMAN	KINGMAN	AZ	1	1	0.953737	0.864769	0.7778	4.6
VEL	VERNAL RGNL	VERNAL	UT	1	1	0.725979	0.975089	0.8889	4.59
HII	LAKE HAVASU CITY	LAKE HAVASU CITY	AZ	1	1	0.790036	0.875445	0.8889	4.55
SEZ	SEDONA	SEDONA	AZ	1	1	0.882562	0.882562	0.7778	4.54
PGA	PAGE MUNI	PAGE	AZ	1	1	0.918149	0.718861	0.8889	4.53
SBS	STEAMBOAT SPRINGS/BOB ADAMS FLD	STEAMBOAT SPRINGS	CO	1	1	0.868327	0.765125	0.8889	4.52
ALM	ALAMOGORDO-WHITE SANDS RGNL	ALAMOGORDO	NM	1	1	0.957295	0.768683	0.7778	4.5
SKX	TAOS RGNL	TAOS	NM	1	1	0.725979	0.879004	0.8889	4.49
AFO	AFTON MUNI	AFTON	WY	1	1	0.825623	0.850534	0.7778	4.45
TEX	TELLURIDE RGNL	TELLURIDE	CO	1	1	0.686833	0.960854	0.7778	4.43
SOW	SHOW LOW RGNL	SHOW LOW	AZ	1	1	0.743772	0.758007	0.8889	4.39
SAD	SAFFORD RGNL	SAFFORD	AZ	1	1	0.825623	0.779359	0.7778	4.38
PNA	RALPH WENZ FLD	PINEDALE	WY	1	1	0.758007	0.843416	0.7778	4.38
PSO	STEVENS FLD	PAGOSA SPRINGS	CO	1	1	0.779359	0.818505	0.7778	4.38
SZT	SANDPOINT	SANDPOINT	ID	1	1	0.758007	0.836299	0.7778	4.37
BMC	BRIGHAM CITY RGNL	BRIGHAM CITY	UT	1	1	0.843416	0.733096	0.7778	4.35
MZJ	PINAL AIRPARK	MARANA	AZ	1	1	0.686833	0.868327	0.7778	4.33
ATS	ARTESIA MUNI	ARTESIA	NM	1	1	0.661922	0.75089	0.8889	4.3
CEZ	CORTEZ MUNI	CORTEZ	CO	1	1	0.743772	0.761566	0.7778	4.28
FLX	FALLON MUNI	FALLON	NV	1	1	0.946619	0.55516	0.7778	4.28
JER	JEROME COUNTY	JEROME	ID	1	1	0.772242	0.718861	0.7778	4.27
BRG	BELEN RGNL	BELEN	NM	1	1	0.846975	0.637011	0.7778	4.26
SVC	GRANT COUNTY	SILVER CITY	NM	1	1	0.672598	0.697509	0.8889	4.26
BYG	JOHNSON COUNTY	BUFFALO	WY	1	1	0.647687	0.822064	0.7778	4.25
RXE	REXBURG-MADISON COUNTY	REXBURG	ID	1	1	0.953737	0.508897	0.7778	4.24
LND	HUNT FLD	LANDER	WY	1	1	0.83274	0.508897	0.8889	4.23
ANK	SALIDA/HARRIETT ALEXANDER FLD	SALIDA	CO	1	1	0.818505	0.626335	0.7778	4.22
1V6	FREMONT COUNTY	CANON CITY	CO	1	1	0.911032	0.508897	0.7778	4.2
P08	COOLIDGE MUNI	COOLIDGE	AZ	1	1	0.761566	0.654804	0.7778	4.19
GNG	GOODING MUNI	GOODING	ID	1	1	0.903915	0.508897	0.7778	4.19
FMM	FORT MORGAN MUNI	FORT MORGAN	CO	1	1	0.758007	0.654804	0.7778	4.19
BXK	BUCKEYE MUNI	BUCKEYE	AZ	1	1	0.893238	0.508897	0.7778	4.18
RTN	RATON MUNI/CREWS FLD	RATON	NM	1	1	0.558719	0.843416	0.7778	4.18
AEJ	CENTRAL COLORADO RGNL	BUENA VISTA	CO	1	1	0.597865	0.786477	0.7778	4.16
20V	MC ELROY AIRFIELD	KREMMLING	CO	1	1	0.686833	0.793594	0.6667	4.15
U02	MCCARLEY FLD	BLACKFOOT	ID	1	1	0.850534	0.508897	0.7778	4.14
DGW	CONVERSE COUNTY	DOUGLAS	WY	1	1	0.725979	0.604982	0.7778	4.11
AVQ	MARANA RGNL	MARANA	AZ	1	1	0.330961	0.886121	0.8889	4.11
LAA	SOUTHEAST COLORADO RGNL	LAMAR	CO	1	1	0.672598	0.654804	0.7778	4.11
LAM	LOS ALAMOS	LOS ALAMOS	NM	1	1	0.818505	0.508897	0.7778	4.11
GUP	GALLUP MUNI	GALLUP	NM	1	1	0.587189	0.733096	0.7778	4.1
OLS	NOGALES INTL	NOGALES	AZ	1	1	0.530249	0.786477	0.7778	4.09
SAA	SHIVELY FLD	SARATOGA	WY	1	1	0.530249	0.893238	0.6667	4.09
ITR	KIT CARSON COUNTY	BURLINGTON	CO	1	1	0.619217	0.672598	0.7778	4.07
PAN	PAYSON	PAYSON	AZ	1	1	0.779359	0.508897	0.7778	4.07
65S	BOUNDARY COUNTY	BONNERS FERRY	ID	1	1	0.896797	0.384342	0.7778	4.06
TOR	TORRINGTON MUNI	TORRINGTON	WY	1	1	0.711744	0.565836	0.7778	4.06
74V	ROOSEVELT MUNI	ROOSEVELT	UT	1	1	0.711744	0.55516	0.7778	4.04
BDU	BOULDER MUNI	BOULDER	CO	1	1	0.875445	0.384342	0.7778	4.04
AJZ	BLAKE FLD	DELTA	CO	1	1	0.871886	0.384342	0.7778	4.03
POY	POWELL MUNI	POWELL	WY	1	1	0.743772	0.508897	0.7778	4.03

		Base Year	Forecasted					
Fiscal Year (July 1 - June 30)		2024	2025	2026	2027	2028	2029	2030
Operations Growth Rate	1.3%							
Operating Expense Growth Rate	3.0%							
Capital Expense Growth Rate	4.0%							
Activity Based Fees								
Fuel Flowage Fee		\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Landing Fee (\$/1,000 lbs.)		\$4.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Transient Landed Weight (000's)		78,525	79,546	80,580	81,627	82,689	83,764	84,852
Based Landed Weight (000's)		0	0	0	0	0	0	0
Fuel Sales (gallons)		1,128,000	1,142,664	1,157,519	1,172,566	1,187,810	1,203,251	1,218,894
Airport Special Revenue Fund (21) Revenues								
21.3470 Airport Business FBO/SSO Fees (Lease)	\$	29,740	\$ 43,529	\$ 44,094	\$ 44,668	\$ 45,248	\$ 45,837	\$ 46,432
21.3471 Airport Hangar Ground Lease Fee	\$	280,648	\$ 338,507	\$ 348,663	\$ 416,907	\$ 429,414	\$ 442,296	\$ 455,565
21.3472 Aviation Fuel	\$	56,400	\$ 57,133	\$ 57,876	\$ 58,628	\$ 59,390	\$ 60,163	\$ 60,945
21.3473 Airport Landing Fees	\$	263,844	\$ 334,092	\$ 338,436	\$ 342,835	\$ 347,292	\$ 351,807	\$ 356,380
21.3474 Hangar Transfer Fees	\$	10,000	\$ 160,130	\$ 10,262	\$ 10,395	\$ 10,530	\$ 10,667	\$ 10,806
21.3476 Farm Lease / Nonaeronautical Use	\$	3,400	\$ 3,444	\$ 3,489	\$ 3,534	\$ 3,580	\$ 3,627	\$ 3,674
21.3477 Licenses	\$	9,500	\$ 14,689	\$ 14,879	\$ 15,073	\$ 15,269	\$ 15,467	\$ 15,668
21.3610 Interest Income	\$	5,500	\$ 5,572	\$ 5,644	\$ 5,717	\$ 5,792	\$ 5,867	\$ 5,943
21.3620 Miscellaneous Income (Fire Fighting, Gate Access Fees & Other)	\$	6,100	\$ 52,372	\$ 53,053	\$ 53,743	\$ 54,441	\$ 55,149	\$ 55,866
TOTAL CHARGES FOR SERVICES	\$	665,132	\$ 1,009,468	\$ 876,396	\$ 951,500	\$ 970,957	\$ 990,880	\$ 1,011,280
21.3870 Contributions Fund Surplus	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING REVENUE	\$	665,132	\$ 1,009,468	\$ 876,396	\$ 951,500	\$ 970,957	\$ 990,880	\$ 1,011,280
Capital Improvement Fund - Airport (41) Revenues								
41.3330 Federal Grants (90.63% of Federal ACIP projects only)	\$	1,066,625	\$ 487,350	\$ 5,335,200	\$ 492,121	\$ 3,472,035	\$ 543,780	\$ 13,990,553
41.3340 State Grants (4.685% of Federal ACIP and 90% of State Funded ACIP projects)	\$	268,978	\$ 301,725	\$ 140,400	\$ 25,440	\$ 179,482	\$ 366,510	\$ 723,223
TOTAL CAPITAL REVENUE	\$	1,335,603	\$ 789,075	\$ 5,475,600	\$ 517,560	\$ 3,651,518	\$ 910,290	\$ 14,713,777
TOTAL OPERATING AND CAPITAL REVENUES	\$	2,000,735	\$ 1,798,543	\$ 6,351,996	\$ 1,469,061	\$ 4,622,475	\$ 1,901,170	\$ 15,725,057

Airport Special Revenue Fund (21) Expenditures		2024	2025	2026	2027	2028	2029	2030
21.4011 Salaries and Wages (Off Airport Public Works)	\$	147,168	\$ 151,583	\$ 156,131	\$ 160,814	\$ 165,639	\$ 170,608	\$ 175,726
21.4012 On Site Payroll - Managers	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4013 Employee Benefits (Off Airport Public Works)	\$	44,299	\$ 45,628	\$ 46,997	\$ 48,407	\$ 49,859	\$ 51,355	\$ 52,895
21.4014 Employee Benefits - Managers	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4015 Uniform Allowance	\$	700	\$ 721	\$ 743	\$ 765	\$ 788	\$ 811	\$ 836
21.4017 FICA and Medicare	\$	11,515	\$ 11,860	\$ 12,216	\$ 12,583	\$ 12,960	\$ 13,349	\$ 13,750
21.4021 Books, Subscriptions & Dues	\$	840	\$ 865	\$ 891	\$ 918	\$ 945	\$ 974	\$ 1,003
21.4022 Public Noticing	\$	300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 358
21.4023 Travel	\$	2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,388
21.4024 Office Supplies	\$	800	\$ 824	\$ 849	\$ 874	\$ 900	\$ 927	\$ 955
21.4025 Equipment Maintenance	\$	7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955
21.4027 Utilities	\$	10,670	\$ 10,990	\$ 11,320	\$ 11,659	\$ 12,009	\$ 12,369	\$ 12,741
21.4028 Telephone	\$	1,970	\$ 2,029	\$ 2,090	\$ 2,153	\$ 2,217	\$ 2,284	\$ 2,352
21.4029 Gasoline & Oil	\$	4,500	\$ 4,635	\$ 4,774	\$ 4,917	\$ 5,065	\$ 5,217	\$ 5,373
21.4031 Professional Services	\$	100,000	\$ 103,000	\$ 106,090	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703
21.4032 Training	\$	2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985
21.4033 Legal	\$	55,000	\$ 56,650	\$ 58,350	\$ 60,100	\$ 61,903	\$ 63,760	\$ 65,673
21.4048 Special Supplies	\$	9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 10,746
21.4051 Liability and Property Insurance	\$	5,100	\$ 5,253	\$ 5,411	\$ 5,573	\$ 5,740	\$ 5,912	\$ 6,090
21.4071 Recurring Snow Removal Equipment Service	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.4072 Building Improvements	\$	1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194
21.4073 Improvement for Other Buildings	\$	7,000	\$ 7,210	\$ 7,426	\$ 7,649	\$ 7,879	\$ 8,115	\$ 8,358
21.4074 Equipment (2023-24 budgeted baseline)	\$	58,040	\$ 7,004	\$ 7,214	\$ 7,431	\$ 7,653	\$ 67,284	\$ 8,120
21.4077 Internal Service Charge - IT	\$	5,025	\$ 5,176	\$ 5,331	\$ 5,491	\$ 5,656	\$ 5,825	\$ 6,000
21.4078 Internal Service Charge - Admin	\$	4,800	\$ 4,944	\$ 5,092	\$ 5,245	\$ 5,402	\$ 5,565	\$ 5,731
21.4091 Transfer to General Fund - Indirect Salaries	\$	82,815	\$ 85,299	\$ 87,858	\$ 90,494	\$ 93,209	\$ 96,005	\$ 98,885
21.4092 Transfer to General Fund - Indirect Benefits	\$	24,663	\$ 25,403	\$ 26,165	\$ 26,950	\$ 27,758	\$ 28,591	\$ 29,449
TOTAL OPERATING EXPENSES	\$	587,205	\$ 552,044	\$ 568,605	\$ 531,027	\$ 546,958	\$ 622,768	\$ 580,268
OPERATING SURPLUS/DEFECIT	\$	77,927	\$ 457,424	\$ 307,790	\$ 420,473	\$ 423,999	\$ 368,112	\$ 431,013
Capital Improvement Fund - Airport (41) Expenses		2024	2025	2026	2027	2028	2029	2030
41.4031 Professional Services (included in ACIP below)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41.4072 Building and Improvements (see ACIP below)	\$	702,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,083,000	\$ 15,437,000
41.4080 Capital Projects	\$	900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41.4074 Equipment	\$	56,000	\$ -	\$ -	\$ -	\$ -	\$ 64,919	\$ -
TOTAL CAPITAL EXPENSES	\$	1,658,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,147,919	\$ 15,437,000
21.7030 Sponsor Participation of Capital Projects	\$	323,037	\$ 136,925	\$ 140,400	\$ 25,440	\$ 179,482	\$ 237,629	\$ 723,223
FISCAL YEAR OPERATING SURPLUS/DEFECIT - TRANSFER TO CAPITAL FUND	\$	(245,110)	\$ 320,499	\$ 167,390	\$ 395,034	\$ 244,517	\$ 130,483	\$ (292,211)
Capital Improvement Fund - Airport (41) Ending Net Position	\$	(245,110)	\$ 75,389	\$ 242,779	\$ 637,813	\$ 882,330	\$ 1,012,812	\$ 720,601
<i>Sponsor Participation of Uncompleted Projects</i>			\$ 4,671,394	\$ 4,530,994	\$ 4,505,554	\$ 4,326,072	\$ 4,088,442	\$ 3,365,219
<i>Percentage of Uncompleted Projects Funding in Reserve</i>			2%	5%	14%	20%	25%	21%

Airport Capital Improvement Projects (ACIP) - Federal FY (Oct 1 - Sep 30)		2024 Est. Cost	2025	2026	2027	2028	2029	2030
2024 AWOS Replacement		\$ 160,000						
2024 Phase 1 Runway Relocation - EA		\$ 800,000						
2025 Pavement Preservation		\$ 376,900	\$ 513,000					
2026 Phase 1 Runway Relocation - AWOS Relocation		\$ 117,575	\$ 169,000					
2026 Phase 1 Runway Relocation - Hangar Access Road		\$ 343,110	\$ 486,000					
2026 Phase 1 Runway Relocation - Land Acquisition		\$ 3,810,000	\$ 4,961,000					
2027 Acquire Snow Removal Equipment		\$ 400,000		\$ 543,000				
2028 Phase 2 Runway Relocation - Perimeter Fence & Road		\$ 2,516,800			\$ 3,831,000			
2029 Pavement Preservation		\$ 376,900				\$ 600,000		
2030 Phase 2 Runway Relocation - South Campus Ramp		\$ 9,382,460						\$ 15,437,000
2031 Phase 2 Runway Relocation - North Campus Ramp		\$ 9,472,280						
2033 Pavement Preservation		\$ 376,900						
2033 North Campus Box Hangar Development		\$ 299,550						
2035 Phase 3 Runway Relocation - Taxiway Relocation		\$ 8,131,273						
2038 Phase 3 Runway Relocation - Runway Relocation		\$ 14,598,427						
State Funded Projects								
2025 Pavement Preservation - Parallel T/W and aprons		\$ 237,600	\$ 321,000					
2029 Pavement Preservation - Parallel T/W and aprons		\$ 237,600				\$ 376,000		
2033 Pavement Preservation - Parallel T/W and aprons		\$ 237,600						
Locally Funded Projects								
2023 Phase II ESA		\$ 175,000						
2025 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800	\$ 92,000					
2029 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800				\$ 107,000		
2033 Pavement Preservation - 15' in front of hangars and T/L		\$ 67,800						

MEETING DATE: December 3, 2024
SUBJECT: Heber Valley Airport Rates & Charges
RESPONSIBILITY: Travis Biggs, Airport Manager
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Community & Economic Development

SUMMARY

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 20-year planning period discussed in the Airport Master Plan, the Airport must generate approximately \$4.4 million in additional revenue above existing levels to fund the local share of the Airport Capital Improvement Plan, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

RECOMMENDATION

That the City Council adopt proposed EXHIBIT A (Consolidated Fee Schedule), which would amend Title 3.15, Exhibit A, Section 2 (Airport) of the Heber City Municipal Code, Revenue and Finance, as described herein.

BACKGROUND

Heber Valley Airport ("HCR" or "Airport") is operated by Heber City ("Sponsor" or "City"). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra), including the Airport Capital Improvement Plan ("ACIP") that projects capital expenses and project phasing of facilities. The City engaged Aeroplex Group Partners (now Ascension Group Partners or "AGP") to conduct the Heber Valley Airport Rates & Charges Study dated August 2, 2024, with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport's operating expenses and funding requirements for capital projects in the ACIP.

AGP presented the Rates & Charges Study to the Airport Advisory Board on August 7, 2024. The report discussed several alternatives for increasing revenues at HCR and concluded that some adjustments to fuel flowage fees and/or landing fees would likely be necessary to ensure adequate reserves to fund the ACIP. The report provided three options in this regard:

- OPTION 1a would increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase).
- OPTION 1b would eliminate the based aircraft waiver for landing fees or implement a based aircraft fee in lieu of landing fees at \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over in addition to the transient aircraft landing fee increase proposed in Option 1a.

- OPTION 2 would achieve a comparable financial result as OPTION 1b without significantly increasing landing fees by implementing rate increases and new fees.

The Airport Advisory Board voted to recommend adoption of OPTION 2 with amendments as follows:

1. Increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) effective January 2025,
2. Escalate landing fees for transient aircraft by 3% annually and exempt transient piston and electric aircraft under 8,000 pounds,
3. Establish a hangar rental rate of \$2,000 per month for City-owned hangars on Hangar Row,
4. Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. Assess an AOA Access Fee for all users of \$40 per year with one AOA access included for a hangar owner or lease agreement with the City and recommend that all cards be turned off on October 15, 2024,
6. Collect a \$100 per month parking fee on airport owned property,
7. Assess a rental car and TNC fee charge equal to 10% of gross income, and
8. Increase the existing Airport Apron Ground Lease rate from \$0.07 to \$0.25 per sq. ft. annually

Staff reviewed the Airport Advisory Board's recommendation and sought additional legal counsel. Staff recommend adoption of the recommended items approved by the Airport Advisory Board, with the following three amendments:

- No change to the fuel flowage fee,
- Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$5,000 for gross income between \$100,000 and \$1,000,000, and 2% of gross income over \$1,000,000, and
- Increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$5.00 (25% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$5.00 / 1,000 pounds MTOW (25% increase).

Staff did not recommend a fuel flowage fee increase due to language contained in the FBO lease that requires adjustments to the fuel flowage fees be made at five year intervals (with the next opportunity in 2025), and only as reflected by "regional trends." Legal counsel is working the FBO to clarify this language and reach agreement as to how "regional trends" should be determined. At the present time, staff has not determined whether the available data regarding historical changes to other airports' fuel flowage fees would support a recommendation to modify HCR's fuel flowage fee.

Staff did not recommend adopting the Airport Advisory Board's recommendation to exempt transient piston and electric aircraft under 8,000 pounds based on advice from legal counsel that such exemption would likely violate Federal Aviation Grant Assurance 22, which prohibits airports from engaging in unjust discrimination in establishing rates and fees. Assessing landing fees against only jet and turboprop aircraft would be considered unjustly discriminatory.

Staff's recommendation that the landing fee be increased from \$4.00 per 1,000 pounds to \$5.00 per 1,000 pounds was based on a projection of capital funding needs and anticipated reserves through 2030 (the rate-setting period recommended by the Airport Advisory Board), as described in the attached pro forma. Increasing the landing fee to \$5.00 would result in approximately \$80,000 in additional annual revenue based on the current number of transient operations. When combined with the other mechanisms to increase revenue described above (also reflected in the pro forma), the City will be able to both satisfy its near-term obligations under the ACIP, as well as begin building capital reserves for the more substantial capital outlay required in future years. This accumulation of reserves also allows the City to keep rates and charges stable, rather than look to increasing the landing fee or other variable charges more significantly in future years. Staff recommends that the City plan to revisit rates and charges no later than 2030 to ensure that it is not accumulating more reserves than is reasonably necessary to ensure funding of the ACIP and any future identified projects.

The AAB considered staff's recommendations at a Special Meeting of the AAB held November 14, 2024. The AAB adopted staff's recommendations as to the fuel flowage fee and the landing fee. However, the AAB retained its original proposal regarding the Commercial Aeronautical Permit Fees.

The City's agreement with the FBO requires – at any time the City proposes to increase the landing fee by more than 3 percent year over year – that the City Council specifically find that the proposed increase is (i) reasonable and not unjustly discriminatory, pursuant to FAA rules and policy; and (ii) reasonably necessary to achieve or maintain the Airport's financial self-sustainability. Staff believes that the City Council may make such findings with respect to the proposed increase. The proposed landing fee is reasonable insofar as it is based on the City's projected capital needs. The proposed landing fee is not unjustly discriminatory, as it applies equally to all transient aircraft and the FAA has previously found that based aircraft may be exempted from such fees. The proposed landing fee is also reasonably necessary to achieve or maintain the Airport's financial self-sustainability. The FAA defines self-sustainability as a fee and rental structure that is adequate to fully recover aeronautical costs, including the establishment of reasonable reserves and other funds to facilitate financing and cover contingencies. As shown in the attached pro forma, increasing the landing fee by \$1.00 allows the City to satisfy its near-term capital expenses and begin building reasonable reserves for further ACIP needs. By the end of 2030, the proposed rates and charges program is anticipated to result in a capital fund balance of approximately \$720,000, representing approximately 21 percent of the City's total obligation to fund the ACIP adopted via the Master Plan through 2038.

In addition to other means of increasing revenues discussed but not recommended for adoption in the Rates and Charges Study at this time, staff considered whether it should "sell" those hangars which will revert to the City's ownership in the coming years, rather than lease them at a facility rate. It has been argued that selling such hangars would allow the City to immediately realize the present value of a facility lease such that revenues are available to fund the City's ACIP obligations. There are several potential issues with this approach. First, this practice does not appear to be common in the industry and we have not found examples of other airports selling facilities to private parties and granting an ongoing ground lease. Second, staff suspects that the terms of such a sale would impair the hangars' marketability; for example, the City would need to make clear that a purchaser's rights are in all respects subordinate to the ground lease on which the hangar sits. Third, there may be substantial opportunity costs with such a transaction. A sponsor-owned hangar lease is typically month-to-month or year-to-year, allowing the City to pursue other development opportunities should they be in the public interest. We suspect that selling the hangars would require the City to also execute long-term ground leases, potentially as long as 50 years, which forecloses any flexibility the City may have in developing the

Airport in a different manner in the future. The City Council does not need to make a decision on this issue at this time, as additional hangar facilities will not revert to the City's ownership for some time. For planning purposes only, the attached pro forma anticipates a rental rate of \$0.34 per month per square foot for facilities anticipated to revert over the rate-setting period.

FISCAL IMPACT

The staff recommendation is expected to build an airport reserve of approximately \$720,000 in 2030, representing 21% of the Sponsor Participation of Uncompleted Projects (i.e., the total amount that the City will be expected to contribute under the full ACIP adopted via the Master Plan through 2038).

CONCLUSION

It is our recommendation that EXHIBIT A (Consolidated Fee Schedule) associated with Title 3.15 of the Heber City Municipal Code, Revenue and Finance, be approved.

ACCOUNTABILITY

Department: Airport
Staff Member: Travis Biggs, Airport Manager

EXHIBITS

1. EXHIBIT A – AIRPORT FEES
2. Heber Valley Airport Rates & Charges Study (August 2, 2024)
3. Pro Forma Capital Reserve Projections

EXHIBIT A – AIRPORT FEES

SERVICE	FEE
Airport Apron Ground Lease – Lease Entered into After Jan. 2025	\$0.25 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease – Lease Entered into After Feb. 2015	\$0.42 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned: Hangar Row)	\$2,000 per month Effective 01/01/2025
Automotive Parking Fee (City-Owned Property)	\$100 per vehicle per month Effective 01/01/2025
Aviation Trailers, i.e. Glider Trailers	\$60.00 per year Effective 01/01/2021
Commercial Aeronautical Permit Fee (Gross Sales <\$100,000)	\$100 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales \$100,00 to \$1,000,000)	\$1,000 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales > \$1,000,000)	\$2,000 Effective 01/01/2025
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car / Transportation Network Company)	10% of Gross Income Effective 01/01/2025
Fuel Flowage Fee	\$0.05 per gallon
Landing Fees (Transient Aircraft)* = to & > than 8,000 lbs. MTOW	\$5.00 per 1,000 lbs. MTOW equal to and greater than 8,000 lbs. Effective 01/01/2025
Landing Fees (Transient Aircraft)* = <8,000 lbs. MTOW	\$5.00 Effective 01/01/2025
Proximity Gate Access Card	\$0.00 – Hangar owners – (additionally requested access \$40/yr, i.e. employees) \$40.00/yr – Subtenants & Non-Hangar Owners (i.e. glider pilots, balloon pilots, etc.) \$20.00 – Short-term access (i.e. contractors, air attack crews, etc.) \$60.00 – Lost gate card/replacement (Registered based aircraft 1/2 off) Effective 01/01/2021

* Any aircraft not recognized by the state of Utah as currently registered and based at the Heber Valley Airport is considered a transient aircraft.



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: Review of Development Agreements for North Village Crossing and Harvest Village
RESPONSIBLE: Tony Kohler, Jeremy Cook
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The North Village Crossing and Harvest Village properties are located near the intersection of Highway 40 and SR 32. The properties are currently within the boundaries of Wasatch County, but there is a pending petition to annex the properties to Heber City. Heber City staff has been working with the owners of the Harvest Village and North Village Crossing properties to draft development agreements that could be approved in conjunction with the possible approval of the Crossing Resort Annexation. Staff is seeking feedback from the City Council on a number of key issues in the draft development agreements.

RECOMMENDATION

Staff recommends Council discuss the proposed development agreements in anticipation of returning to Council on December 17, 2024 for possible approval.

BACKGROUND

The staff has been negotiating development agreements with property owners based on previous feedback from the City Council. While staff is not seeking approval for the development agreements at this time, they have included these items on the agenda as an Action Item. The purpose is to request an informal vote from the Council on key issues related to the agreements.

DISCUSSION

Staff is planning to lead a discussion and request feedback on key provisions of the development agreements, including the following:

Harvest Village:

Zoning as North Village (NV) sub-district (Section 3.1)
Project Density (Section 4.1)
Site Plan Vesting (Section 4.2)
Exceptions to NVOZ Zone (Section 4.2.1)
Affordable Housing (Section 4.5)
Term (Section 5)
UDOT Bypass Road and Delay in Approvals (Section 6.2)
Parks and Open Space (Section 7)
North Fields Preservation (Section 7.8)

Crossings:

Zoning as North Village (NV) sub-district (Section 3.1)
Site Plan Vesting (Section 4.2)
Exceptions to NVOZ Zone (Section 4.2.1)
Affordable Housing (Section 4.5)
Term (Section 5)
Parks and Open Space (Section 7)
North Fields Preservation (Section 7.8)

Pros to approving the proposed annexation include: 1) less density than proposed in the county; 2) assurance of implementing the City's Transportation, Storm Water, North Village Overlay Zone and General Plan; 3) financial benefits such as property tax, sales tax and transient room tax; 4) job and housing creation for the UVU campus; 5) Heber City controlling land uses along its primary entrance; 6) creation of affordable housing; and 7) moving already planned development from the unincorporated area to within Heber City Corporate limits.

Cons to the proposed annexation include the potential for impacts to some of the planned bypass route alternatives.

FISCAL IMPACT

The planned development will have positive financial benefits such as property tax, sales tax and transient room tax.

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. 060420-annex plat
2. Block Walls
3. Rock Walls
4. Trees
5. Harvest Village DA JRC 11.26 - 4912-1440-8449 - 1
6. Crossings DA JRC 11.26 - 4937-8892-5953 - 1
7. Crossings-Resort Annexation Presentation
8. Affordable Housing Discussion

HEBER CITY ANNEXATION
(NORTH VILLAGE DEVELOPMENT)

LOCATED IN SECTION 18 & THE NORTHEAST QUARTER CORNER OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN

SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owners, I have made a survey of the parcel of land shown on this plat to be annexed to Heber City, Wasatch County, Utah.

ANNEXATION DESCRIPTION

All of Parcels:
00-0020-4584, 00-0007-7664, 00-0007-7458, 00-0007-7623, 00-0007-7730 : North Village Development
00-0021-0847: Questar Gas
00-0007-7508: Brandner Trust
00-0007-7565: Stm North Village LLC
00-0020-9098: Probst Lot 1
00-0020-9099: Probst Lot 2
00-0007-7748: Kren
00-0020-2993, 00-0020-2992: Anderson
00-0007-7706: Knapp
00-0020-2995, 00-0020-2994, 00-0020-2991, 00-0020-2990, 00-0020-0978: Wasatch Crest
00-0007-7466, 0-0021-2614, 00-0021-2617, 00-0021-1555, 00-021-1558, 00-021-1559

BOUNDARY DESCRIPTION

A parcel of land located in Section 18 & the Northeast Quarter Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 87°05'52" West 2619.44 feet and North 186.28 feet from the SouthEast Corner of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 20°10'27" West 777.86 feet; thence East 3.00 feet; thence North 19°59'47" West 29.53 feet; thence South 89°18'16" West 508.60 feet; thence South 89°57'53" West 185.35 feet; thence South 89°19'16" West 734.23 feet; thence South 89°33'11" West 776.14 feet; thence North 04°56'20" West 92.58 feet; thence North 18°14'15" East 78.00 feet; thence North 50°01'05" East 71.10 feet; thence North 17°05'43" East 89.90 feet; thence North 31°02'10" East 139.90 feet; thence North 07°53'45" East 642.10 feet; thence North 14°47'08" East 66.39 feet; thence North 29°14'12" East 78.25 feet; thence North 03°31'00" East 82.00 feet; thence North 26°11'00" East 141.00 feet; thence North 05°47'00" West 49.00 feet; thence North 20°30'00" East 150.00 feet; thence North 32°01'47" West 70.44 feet; thence North 10°00'00" East 300.00 feet; thence South 89°49'41" East 1428.06 feet; thence North 01°34'17" East 643.74 feet; thence North 15°23'38" East 542.87 feet; thence South 89°42'19" East 380.82 feet; thence South 11°10'07" East 194.68 feet; thence South 46°40'07" East 166.19 feet; thence South 18°49'05" West 762.04 feet; thence South 10°40'07" East 177.88 feet; thence South 42°10'05" East 160.49 feet; thence South 40°54'29" East 334.76 feet; thence South 12°20'30" West 206.91 feet; thence South 10°24'30" East 343.54 feet; thence South 26°24'30" East 447.97 feet; thence South 40°54'30" East 500.67 feet; thence South 89°54'30" East 66.86 feet; thence South 04°01'58" West 76.69 feet; thence South 75°06'07" East 108.61 feet to a point on a non tangent curve to the left having a radius of 172.16 feet, of which the radius point bears North 14°53'58" East; thence along the arc of said curve 163.91 feet through a central angle of 54°33'02"; thence North 50°20'46" East 181.57 feet; thence North 55°15'00" East 70.35 feet; thence South 52°30'00" East 112.00 feet; thence South 03°00'00" East 152.25 feet; thence South 30°02'47" East 157.18 feet; thence North 43°30'00" East 7.27 feet; thence South 47°23'54" East 53.07 feet; thence South 49°48'59" East 125.72 feet to a point on a non tangent curve to the right having a radius of 193.90 feet, of which the radius point bears South 37°53'27" West; thence along the arc of said curve 67.39 feet through a central angle of 19°54'46"; thence South 19°44'47" East 35.54 feet; thence South 35°12'08" West 716.95 feet; thence North 27°27'52" West 28.98 feet; thence South 36°14'19" West 150.96 feet; thence South 28°30'00" West 381.74 feet; thence North 36°46'30" West 852.82 feet; thence South 63°43'50" West 286.90 feet; thence South 80°26'02" West 15.11 feet; thence South 84°58'47" West 161.72 feet to the point of beginning.

Description contains 160.63 acres.

NOTES

- Basis of Bearing for this survey is between the section monuments as shown on this plat.
- The above boundary description describes the overall boundary line surrounding the following parcels. While some of these parcels boundaries have been established by multiple records of survey on file at the Wasatch County Surveyor's office, the boundary described above is only intended to represent all of these parcels combined together to be annexed into Heber City and should not be considered the result of a record of survey for all.

DRAFT
FOR
REVIEW

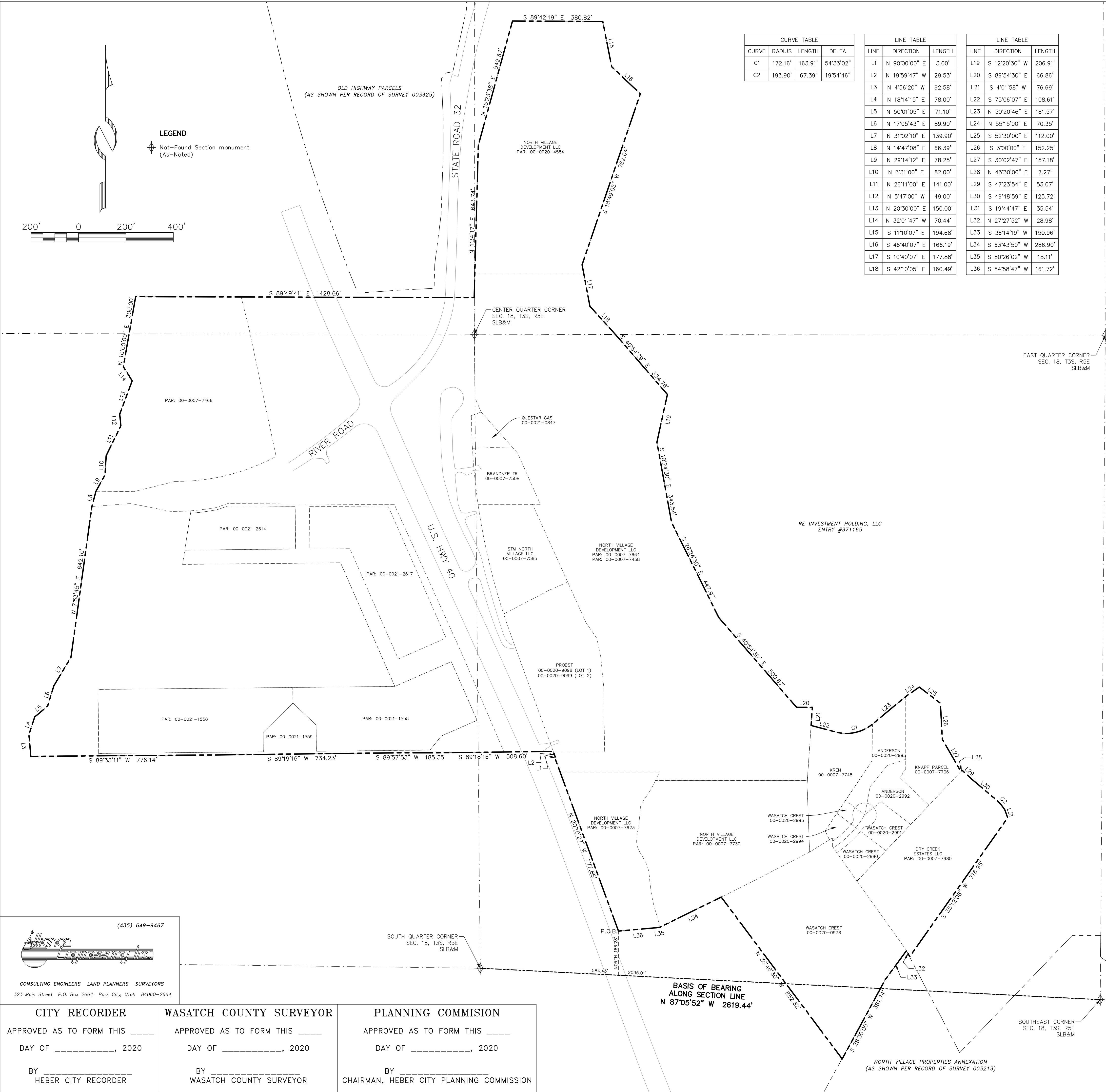
4/29/20



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	172.16'	163.91'	54°33'02"
C2	193.90'	67.39'	19°54'46"

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 90°00'00" E	3.00'
L2	N 19°59'47" W	29.53'
L3	N 4°56'20" W	92.58'
L4	N 18°14'15" E	78.00'
L5	N 50°01'05" E	71.10'
L6	N 17°05'43" E	89.90'
L7	N 31°02'10" E	139.90'
L8	N 14°47'08" E	66.39'
L9	N 29°14'12" E	78.25'
L10	N 3°31'00" E	82.00'
L11	N 26°11'00" E	141.00'
L12	N 5°47'00" W	49.00'
L13	N 20°30'00" E	150.00'
L14	N 32°01'47" W	70.44'
L15	S 11°10'07" E	194.68'
L16	S 46°40'07" E	166.19'
L17	S 10°40'07" E	177.88'
L18	S 42°10'05" E	160.49'

LINE TABLE		
LINE	DIRECTION	LENGTH
L19	S 12°20'30" W	206.91'
L20	S 89°54'30" E	66.86'
L21	S 4°01'58" W	76.69'
L22	S 75°06'07" E	108.61'
L23	N 50°20'46" E	181.57'
L24	N 55°15'00" E	70.35'
L25	S 52°30'00" E	112.00'
L26	S 3°00'00" E	152.25'
L27	S 30°02'47" E	157.18'
L28	N 43°30'00" E	7.27'
L29	S 47°23'54" E	53.07'
L30	S 49°48'59" E	125.72'
L31	S 19°44'47" E	35.54'
L32	N 27°27'52" W	28.98'
L33	S 36°14'19" W	150.96'
L34	S 63°43'50" W	286.90'
L35	S 80°26'02" W	15.11'
L36	S 84°58'47" W	161.72'



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

CITY RECORDER APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ HEBER CITY RECORDER	WASATCH COUNTY SURVEYOR APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ WASATCH COUNTY SURVEYOR	PLANNING COMMISSION APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ CHAIRMAN, HEBER CITY PLANNING COMMISSION
---	---	--

HEBER CITY ENGINEER APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ HEBER CITY ENGINEER	HEBER CITY MAYOR APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ HEBER CITY MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
---	---	---



















































































WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.: 20-0622, 21-2614, 21-2615, 21-2612, 21-2480, 21-2617, 21-1557, 21-1555, 21-1559, and 21-1558

(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 KLJB, LLC and its successor and assign ANGSTROM DEVELOPMENT GROUP LLC, a Utah limited liability company (“**ADG**”), BAIBACH, LLC, and K&H DEVELOPMENT HEBER, LLC (collectively “**Property Owners**”). The Property Owners and the City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Property Owners are the owners of approximately 39 acres of undeveloped real property located on the Southwest intersection of Hwy 40 and River Road (Parcel Nos. 20-0622, 21-2614, 21-2615, 21-2612, 21-2480, 21-2617, 21-1557, 21-1555, 21-1559, and 21-1558) in Wasatch County, State of Utah (the “**Property**”). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approved and adopted a Site Plan for the Project (the “**Site Plan**”).

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**”) as North Village (NV) Sub-District 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 Property Owners and their 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 Property Owners 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 Property Owners 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 Property Owners.

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.

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 KLJB, LLC and its successor and assign ADG, Baibach, LLC, and K&H Development Heber, LLC and any other successor-in-interest to any of the foregoing 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 – North Village (NV) Sub-District.

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.

3. **Zoning and Vested Rights.**

3.1 **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 as a North Village (NV) Sub-District.

3.2 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).

3.3 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.

3.4 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:

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

3.4.2 State and Federal Compliance. City's Future Laws or other regulations that are enacted or required to comply with State and Federal laws and regulations;

3.4.3 Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists;

3.4.4 Safety 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 enacted to meet legitimate concerns related to public health, safety or welfare;

3.4.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes do not materially impact the ability of Property

Owners to develop the Project in accordance with the Site Plan.

3.4.6 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;

3.4.7 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;

3.4.8 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.;

3.4.9 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 and do not materially and unreasonably increase the overall cost of the Project; or

3.4.10 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 204 Market Rate 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**”). Property Owners shall also construct at least 33 residential ERUs as Affordable Housing as detailed in Section 4.5 of this Agreement. Of the 33 residential ERUs allocated to Affordable Housing a minimum of 16.5 ERUs shall be 2 bedroom or larger units. If the Project requires, the City shall allow the Property Owners to transfer up to 15% of the residential ERUs to commercial ERUs.

4.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities for the Project are shown on the Site Plan for the Property. The general street configurations, building types and locations, and general layout for the Project shall comply with Site Plan, which is both a vested right and a requirement. This includes the City's acceptance of the following exceptions to NVOZ ordinances:

4.2.1 Building Heights. Property Owners shall be allowed to construct a hotel or condominium hotel as a principal anchor to their development that is no more than five stories with stories being measured in height consistent with the Heber City NVOZ zone “Mixed Use Building” provision of the code found at § 3.3 of Chapter 18.21 of the North Village Overlay District.

Property Owners shall also be allowed to construct townhomes, affordable housing, and commercial retail buildings at three stories consistent with the provisions of Heber City NVOZ zone code found at Chapter 18.21 of the North Village Overlay District. Property Owners shall be allowed to include rooftop decks on the proposed townhomes without violating the building height requirements of Chapter 18.21.

4.2.2 Setbacks. Property Owners shall be permitted to construct residential townhomes with minimum side yard setbacks between building at five (5) feet per building, for a combined setback of ten (10) feet. To protect the natural riparian areas the rear yard setback at Rock Creek on the West side of the Property shall be thirty feet (30) feet from the property line. To provide a natural barrier from the residential property South of the Property the Property Owners shall provide a thirty-foot (30) foot buffer from the property line.

4.3 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by Property Owners to a Developer or Sub-developer, Property Owners 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, Property Owners 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 Property Owners 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 Property Owners. Such Development ERU shall be accounted for in any subsequent Development Report that Property Owners, 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. City further acknowledges that Developer may adjust boundaries between existing metes and bounds parcels prior to recording a subdivision plat for the Project.

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. Property Owners shall reasonably disperse the Affordable Housing throughout the Project. Property Owners shall also be entitled to allocate any such Affordable Housing requirements to Developers and/or Sub developers as Property Owners 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. Property Owners 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. Property Owners 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.

4.6.3 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 90% of the Market Rate units. The Property Owners shall be entitled to a reduction of their affordable housing obligation of 25% if they agree to construct their affordable housing obligation in the first phase of the Project. If the Property Owners choose to seek LIHTC credits, then Affordable Housing timing construction, and delivery, may be impacted. Property Owners shall use commercially reasonable efforts to meet the aforementioned timing commitments.

4.6.6 Fee in Lieu. If the Affordable Housing Timing requirements outlined in Section 4.6.5 are delayed by the actions or inactions of a Developer or any sub-developer, and such delays materially hinder the progress or completion of other areas of the Project, the Property Owners may elect to satisfy their obligations under this Agreement by paying a fee in lieu. The amount and terms of such fee shall be determined in accordance with Wasatch County Housing Authority's fee in lieu calculator or as mutually agreed upon by the Parties, and payment of the fee shall be deemed sufficient to fulfill the relevant Affordable Housing obligations without prejudice to any other rights or remedies available under this Agreement.

5. **Term.**

5.1 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of fifteen (15) 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. Unless otherwise agreed between the Parties, Property Owners' unbuilt 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, 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 shall the vested uses granted under this Agreement be limited in any way. Furthermore any obligations of Developer related to any licenses building permits or certificates of occupancy shall continue in full force and effect.

6. **Approval Processes for Development Applications.**

6.1 **Phasing.** The City acknowledges that Property Owners, 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.

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 Heber City Code § 18.21.050 for the NV Sub-District, except that Property Owners shall provide not less than 20% of the total Project area within the Market Rate residential ERU area as Open Space; Property Owners must provide at least 20% of the overall Project area as Open Space; and Property Owners must provide 5% of the overall Project area as Traditional Park Space in accordance with Heber City Code Table 5.1(1)).

7.2 Highway 40 Landscape Buffer. Property Owners shall provide an open space buffer on the Project property of not less than 150 feet along the west side of Highway 40. Property Owners may construct portions of the Outer Loop Trail within the buffer area and may construct a split rail wood fence along the trail.

7.3 Outer Loop Trail. Property Owners shall construct a public access multi-use trail along the perimeter of the Project as generally shown on the Site Plan. The trail shall be not less than 8 feet wide and shall include not less than 6 feet of hard surface.

7.4 Ownership and Maintenance of Open Space or Trails. All trails and open space shall be dedicated to and maintained by the Master Association for the development. All trails within the Project shall be open to public use unless the trail is utilized specifically to access a private residence.

7.5 Sledding Hill and Plaza. Property Owners have proposed constructing a sledding hill and plaza area, as shown on the Site Plan, that would be open to use for a reasonable fee by residents within the Project and the public. The sledding area and plaza shall count towards the required Traditional Park Space portion of the Open Space requirement and Open Space requirements generally. Property Owners acknowledge that the sledding hill and plaza are important characteristics to the approval of the Project, and in the event they elect not to construct the sledding hill or plaza area, Property Owners shall construct other public recreational amenities and public gathering places within the Project that are similar in cost and scope to the proposed sledding hill and plaza area.

7.6 Park Impact Fees. Property Owners acknowledge that all required park, trail and open space improvements within the Project are a condition of development approval and are project improvements pursuant to Utah Code § 11-36a-102(15). Property Owners may be required to pay parks, recreation, open space and trails impact fees for system improvements that benefit the Project as established in the City's impact fee analysis.

7.7 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.

7.8 North Fields Preservation. Property Owners, for themselves and with respect to each subsequent Owner of the Property, agree 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"). Property Owners, for themselves and with respect to each subsequent Owner of the Property, agree 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 the acquisition of development rights or the use of

other conservation related tools for the preservation of open space. 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 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. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers

8.2 **Streets.** At a minimum, all streets within the Project shall be improved to the Residential / Minor Collector standard as set forth in Heber City Code § 18.21.040.4.6. Notwithstanding this requirement, Property Owners may elect to construct a single multi-use path on one side of any street in lieu of the 5' sidewalks typically require on both sides of the street under Heber City Code § 18.21.040.4.6. Any such multi-use paths shall have a minimum of 6' of hard surface material. Additionally, Property Owners may elect to construct one or more private access drives to facilitate its residential development that do not meet public street standards. Property Owners shall be responsible to construct all streets, road accesses, and pedestrian paths within the Project. Unless accepted by the City, all streets and paths shall be private and shall be dedicated to the Master Association and shall be owned and maintained by the Master Association.

8.3 **Storm Water Improvements and Management.** The Parties acknowledge that the City has adopted a regional storm water master plan "**City Updated North Village Stormwater Master Plan**"). Property Owners shall be required to comply with the policies and standards of the North Village Stormwater Master Plan, as amended, and associated Stormwater Design Manual, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement. Property Owners acknowledge that compliance with North Village Stormwater Master Plan may require construction of off-site improvements

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

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

8.5 Utilities and On-Site Infrastructure. Property Owners 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 that is necessary to support the development proposed within a specific Development Application.

8.6 Excess Improvements/Upsizing. Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and Property Owners acknowledge and agree that 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 Property Owners:

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.7. **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.

8.8. **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.

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

8.10 **Public Infrastructure District.** City understands that Property Owners 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 Property Owners’ 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.

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.

12. **Grading and On-Site Processing of Natural Materials.**

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. **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, Property Owners 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 Property Owners or their 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 Property Owners or an assignee of Property Owners, approved in writing by the City, and one that succeeds to all of the rights and obligations of Property Owners 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 Property Owners.** Notwithstanding any other provision in this Agreement to the contrary, Property Owners 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 Property Owners 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 Property Owners 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, Property Owners or their successors 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 Property Owners otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of Property Owners, which may be granted or withheld in their sole discretion:

- (i) 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 Property Owners to the City in respect of the Development Property;
- (ii) 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 Property Owners for the Development Property; or
- (iii) 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 Property Owners 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 Property Owners 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 Property Owners each shall designate and appoint a representative to act as a liaison between the City and its various departments and Property Owners. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Property Owners shall be [REDACTED]. 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 OWNERS:

KLJB, LLC Utah limited liability company

By: _____

Name:

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:§.

CITY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of KLJB, 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

Baibach, LLC

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :§.
)
 CITY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Baibach, 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

K&H Development Heber, LLC

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :§.
CITY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the K&H Development Heber, 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

Its: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: _____

By:_____

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

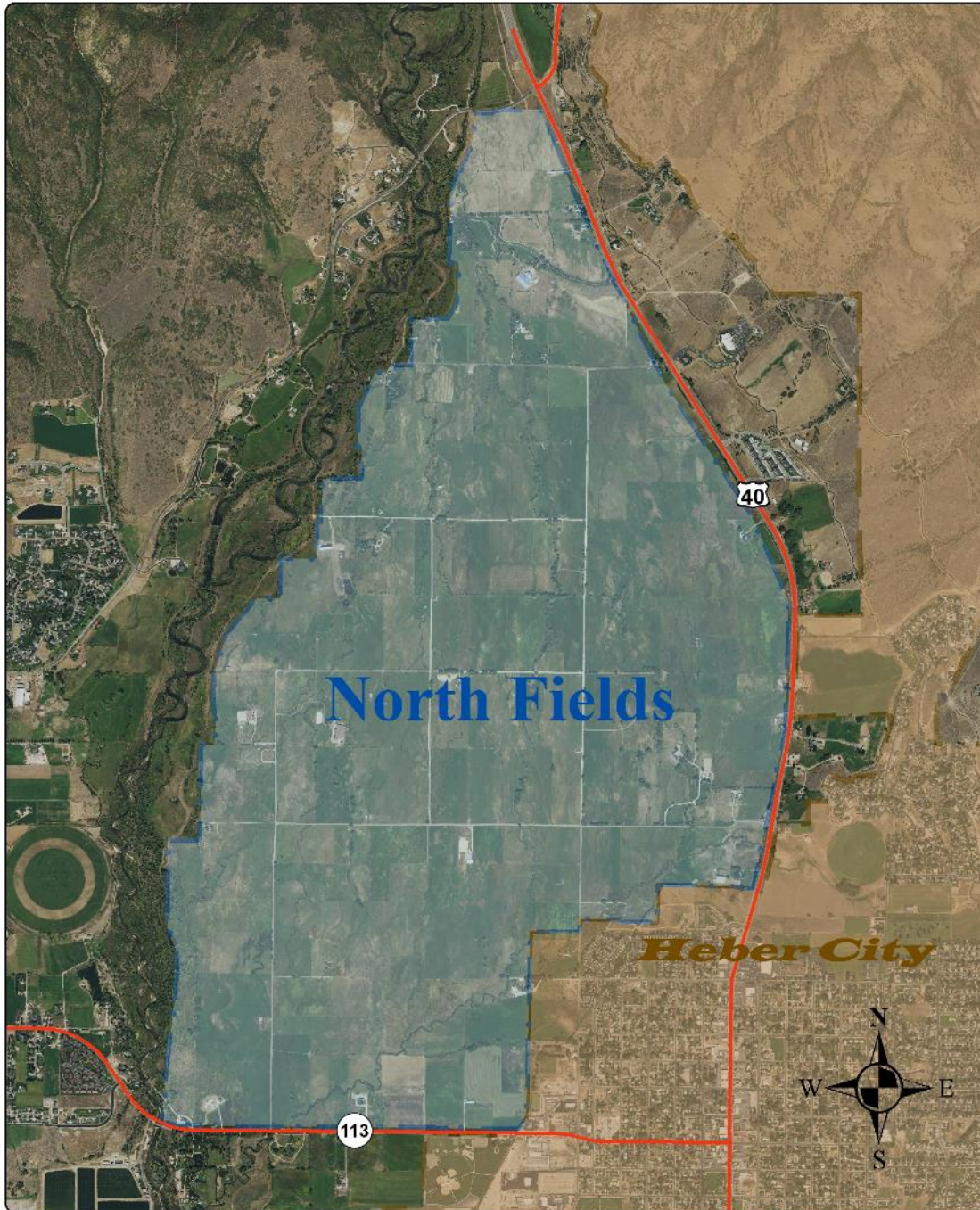


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE
RESIDENTIAL DEVELOPMENT

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

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.: 00-0020-4584, 00-0007-7458,
00-0007-7664, 00-0007-7623, & 00-0007-7730

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
FOR THE
NORTH VILLAGE CROSSINGS**

THIS DEVELOPMENT AGREEMENT FOR THE NORTH VILLAGE CROSSINGS (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 NORTH VILLAGE DEVELOPMENT LLC, a Utah limited liability company ("**NVD**"). Each of NVD and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. NVD is the owner of approximately 56.39 acres of undeveloped real property located on the Southeast intersection of Hwy 40 and River Road (Parcel Nos. 00-0020-4584 (12.89 acres); 00-0007-7458 (3.85 acres); 00-0007-7664 (28.73 acres); 00-0007-7623 (4.02 acres); 00-0007-7730 (6.9 acres)) in Wasatch County, State of Utah (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approved and adopted a Conceptual 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 open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone ("**NVOZ**") as North Village (NV) Sub-District 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 NVD 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 NVD hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1 **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 8.3.

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

1.2.17 **City’s Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date, including the Envision 2050 Heber General Plan.

- 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 Over Lay 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 4.3 submitted to the City by NVD 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 NVD.
- 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.
- 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 **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

1.2.32 **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.

1.2.33 **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.

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

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

1.2.36 **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.

1.2.37 **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.

1.2.38 **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.

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

¹ NTD: Developer requests additional discussion waiver of certain impact fees and permitting fees for Affordable Housing, impact fee reimbursements for building the collector road or any other improvements that benefit the public, including the preservation fee and offsite improvements relating to stormwater east and west of the Project.

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

1.2.41 **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.

1.2.42 **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.

1.2.43 **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.

1.2.44 **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.

1.2.45 **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.

1.2.46 **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.

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

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

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

1.2.50 **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.

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

1.2.52 **Property Owners' Association(s)** means one or more associations or other entities (including a public infrastructure district or other financing district) formed pursuant to Utah law to perform the functions of an association of property owners.

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 - North Village (NV) Sub-District.

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.

3. **Zoning and Vested Rights.**

3.1 **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 as a North Village (NV) Sub-District

3.2 Vested Rights. 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).

3.3 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.

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

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

3.4.2 State and Federal Compliance. City's Future Laws or other regulations that are enacted or required to comply with State and Federal laws and regulations;

3.4.3 Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists;

3.4.4 Safety 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 enacted to meet legitimate concerns related to public health, safety or welfare;

3.4.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes do not materially impact the ability of Property Owners to develop the Project in accordance with the Site Plan.

3.4.6 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;

3.4.7 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;

3.4.8 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.;

3.4.9 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 and do not materially and unreasonably increase the overall cost of the Project; or

3.4.10 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 [60] hotel ERUs, up to [354] residential ERUs, and up to [10] 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**"). Property Owners shall also either, at the Property Owners' election, construct a minimum of [44] residential ERUs of Affordable Housing as detailed in Section 4.5 of this Agreement or pay a fee-in-lieu thereof in accordance with the City's Vested Laws. If the Project requires, the City shall allow the Property Owners to transfer up to 15% of the residential ERUs to commercial ERUs.

4.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities for the Project are shown on the Site Plan for the Property. The general street configurations, building types and locations, and general layout for the Project shall comply with Site Plan, which is both a vested right and a requirement. This includes the City's acceptance of the following exceptions to NVOZ ordinances:

4.2.1 NDV shall be permitted to construct buildings in the Project with a minimum 15' front setback.

4.2.2 At NDV's sole discretion, NVD shall construct enough parking stalls to support the Project.

4.2.3 NDV shall be permitted to construct residential and commercial structures in areas with natural slopes greater than thirty percent (30%) so long as NDV reasonably demonstrates to City staff, through soil testing or other means, that the stability of such slopes is reasonably sufficient in its natural condition or would be reasonably sufficient following the implementation of reinforcement measures for support.

4.2.4 NVD shall not be required to erect retaining walls or similar structures in areas in which such walls and/or structures would be required under City's Vested Laws or City's Future Laws if NVD reasonably demonstrates to City staff, through soil testing or other means, that the applicable soil is sufficiently stable; provided that, if any retaining walls or similar structures are required as a result of insufficient stability of the soil, then NVD shall be permitted to erect retaining walls and similar structures up to a total maximum height of forty (40) feet, except as otherwise set forth on the Site Plan, provided that retaining walls are no more than 10 feet tall with a minimum step back to the next wall of 3 feet. Any retaining walls for the Project that are visible from Highway 32 or Highway 40 must be constructed using natural rock unless the City Council approves the use of stamped concrete or other materials that blend into the surrounding environment.

4.3 Accounting for Density for Parcels Sold to Sub-developers. In connection with the sale of any Parcel sold by NVD to a Developer or Sub-developer, NVD 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, NVD 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 NVD 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 NVD. Such Development ERU shall be accounted for in any

subsequent Development Report that NVD, 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 [] 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. NVD shall have no obligation to disperse the Affordable Housing throughout the Project but may consolidate the Affordable Housing in one or more areas of the Project, in its sole discretion. NVD shall also be entitled to allocate any such Affordable Housing requirements to Developers and/or Sub developers as NVD 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.

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

a. Prior to transfer of ownership from Developer/ Owner of any Affordable Housing, and only to the extent required under Chapter 18.102 of the City's Vested Laws, Developer/ Owner shall negotiate and enter into with the City a **Deed Restrictions Covenant** (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Housing. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by

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

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

4.5.2 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.

4.5.3 Timing. Contingent on Property Owners closing on LIHTC credits, 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. The Property Owners shall be entitled to a reduction of their affordable housing obligation of 25% if they agree to construct their affordable housing obligation in the first phase of the Project. If the Property Owners choose to seek LIHTC credits, then Affordable Housing timing construction, and delivery, may be impacted. Property Owners shall use commercially reasonable efforts to meet the aforementioned timing commitments.

4.5.4 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.

5. **Term.**

5.1 **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 NVD’s option, **be extended for one (1) additional five (5) year period, provided NVD 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, NVD’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, 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 and any obligations of Developer related to any licenses building permits or certificates of occupancy shall continue in full force and effect.

Commented [JC1]: Staff recommends a 10 to 15 year term

6. **Approval Processes for Development Applications.**

6.1 **Phasing.** The City acknowledges that NVD, Developers, and Sub-developers who have purchased Parcels of the Property will submit multiple applications from time to time to develop and/or construct portions of the Project in phases, as generally described in the Site Plan.

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 Heber City Code § 18.21.050 for the NV Sub-District, except that NVD shall provide not less than 20% of the total Project area within the Market Rate residential ERU area as Open Space; NVD must provide at least 20% of the overall Project area as Open Space; and **NVD must provide 5%** of the overall Project area as Traditional Park Space in accordance with Heber City Code Table 5.1(1)).²

7.2 **Dedication of Open Space or Trails.** All trails, open space and park space within the Project shall be dedicated to and maintained by the Homeowner’s Association.

² NTD: To be confirmed.

7.3 Park Improvements and Design. The Site Plan include two neighborhood park areas and a dog park. The park areas will be fully landscaped and include a mix of [_____].

7.4 Park Impact Fees. NVD acknowledges that all required park, trail and open space improvements within the Project are a condition of development approval and are project improvements pursuant to Utah Code § 11-36a-102(15). To the extent Property Owners do not meet open space requirements under Section 7.1, Property Owners may be required to pay parks, recreation, open space and trails impact fees for system improvements that benefit the Project as established in the City's impact fee analysis.

7.5 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.

7.6 North Fields Preservation. NVD, for itself and with respect to each subsequent Owner of the Property, agrees that upon 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**"). NVD, for itself and with respect to each subsequent Owner of the Property, agrees that upon the earlier of (a) one (1) year following the issuance of a certificate of occupancy from the City for any commercial unit in the Project, or (b) the consummation of the sale of such residential unit in the Project to a third party unaffiliated with NVD, 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 and/or sold as Affordable Housing.

Commented [JC2]: Staff recommends this be collected earlier and needs direction on applicability to commercial ERUs.

8. **Public Improvements.**

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

8.2 **Streets.** At a minimum, all streets within the Project shall be improved to the Residential / Minor Collector standard as set forth in Heber City Code § 18.21.040.4.6. NVD shall be responsible to construct all streets and road accesses to the Project as shown on the Site Plan. Unless accepted by the City, all streets shall be dedicated to the Homeowners Association and shall be owned and maintained by the Homeowner's Association.

8.3. **Storm Water Improvements and 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**"). NVD 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. NVD acknowledges that compliance with North Village Stormwater Master Plan may require construction of off-site improvements. 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.

8.4 **Storm Water Retention/Detention from Off-Site Sources.** The Parties acknowledge that all or a portion of the On-Site Storm Water Retention/Detention for the Project will be on the property of an adjacent development. NVD shall be responsible to obtain all easements or other property rights necessary to construct the stormwater retention / detention basis in accordance with City standards.

8.5. **Infrastructure Plan.** NVD 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 that is

necessary to support the development proposed within a specific Development Application.

8.6 Excess Improvements/Upsizing. Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and NVD acknowledge and agree that 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 NVD:

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.7. 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.

8.8 No Additional Off-Site Infrastructure Requirements. Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. If Developer or Sub-developer is required to build Off-Site Infrastructure, and subject to the aforementioned 25-year limited duration, in the event pioneering agreements are used, the City would collect a pro-rata share from future, benefitting developers.

8.9 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.

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

8.11 **Public Infrastructure District.** City understands that NVD 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 NVD’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.

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.

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. **Future Transportation Plan.** The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City, the (when finalized and adopted by the City, the "City Updated North Village Transportation Plan"). Concurrent with Provision 5.1 above, NVD 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. NVD agrees that this Project is a priority for public mass transit optionality.

13. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and

properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

14. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of 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:

North Village Development, LLC
Attn: Richard T. Wolper
7026 S 900 East
Midvale, UT 84047

To the City:

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

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

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

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

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

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

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

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

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

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by NVD 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 21-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 NVD or an assignee of NVD, approved in writing by the City, and one that succeeds to all of the rights and obligations of NVD under this Agreement may submit a Modification Application.

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

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

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

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

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

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

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

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

17.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with

the City's Vested Laws in light of the nature and 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 NVD.** Notwithstanding any other provision in this Agreement to the contrary, NVD 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 NVD 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 NVD 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, NVD 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 NVD otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of NVD, which may be granted or withheld in NVD's sole discretion:

- (i) 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 NVD Owners to the City in respect of the Development Property;
- (ii) 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 NVD for the Development Property; or
- (iii) 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 NVD 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 beyond any applicable notice, grace or cure period, 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 NVD 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 NVD each shall designate and appoint a representative to act as a liaison between the City and its various departments and NVD. The initial representative for the City shall be City Manager, or his designee and the initial representatives for NVD shall be Richard T. Wolper. 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.]

NORTH VILLAGE DEVELOPMENT LLC
Utah limited liability company

By: _____
Name: Richard T. Wolper
Title: Manager

STATE OF UTAH)
)
) :\$.
CITY OF SALT LAKE)
)

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: _____

EXHIBIT A

TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Legal Description

[REDACTED]

EXHIBIT B
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Site Plan

EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

North Fields

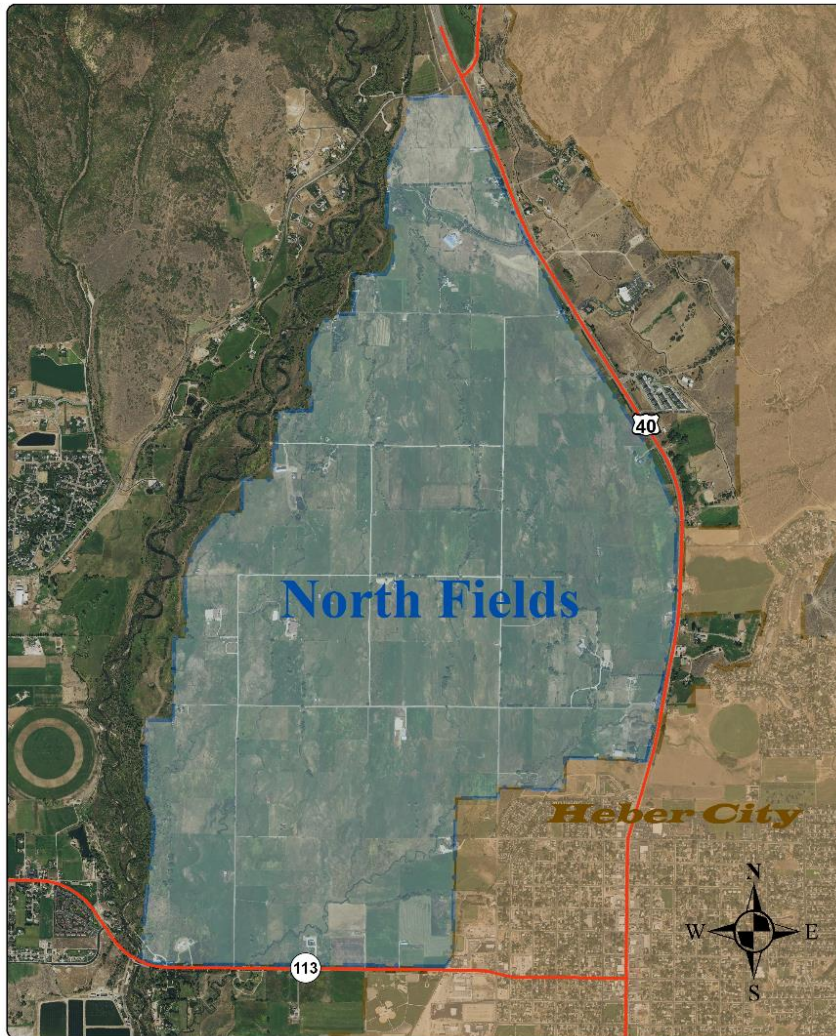
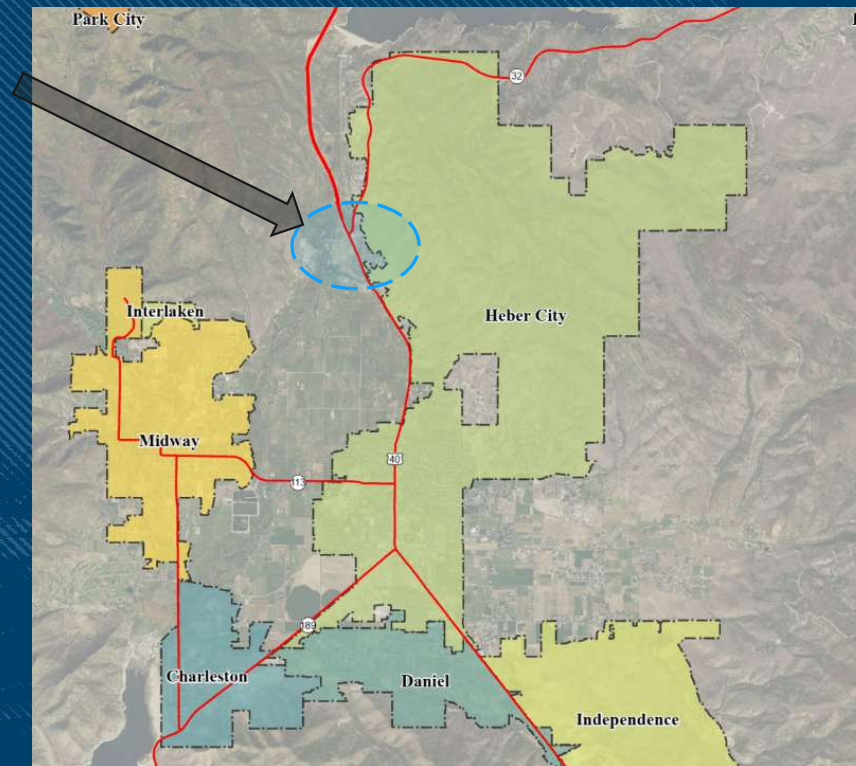
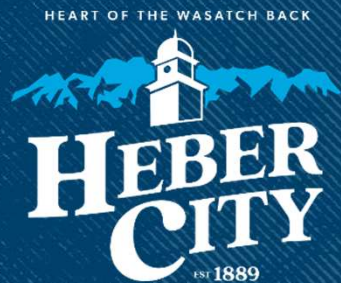


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

City's Vested Laws

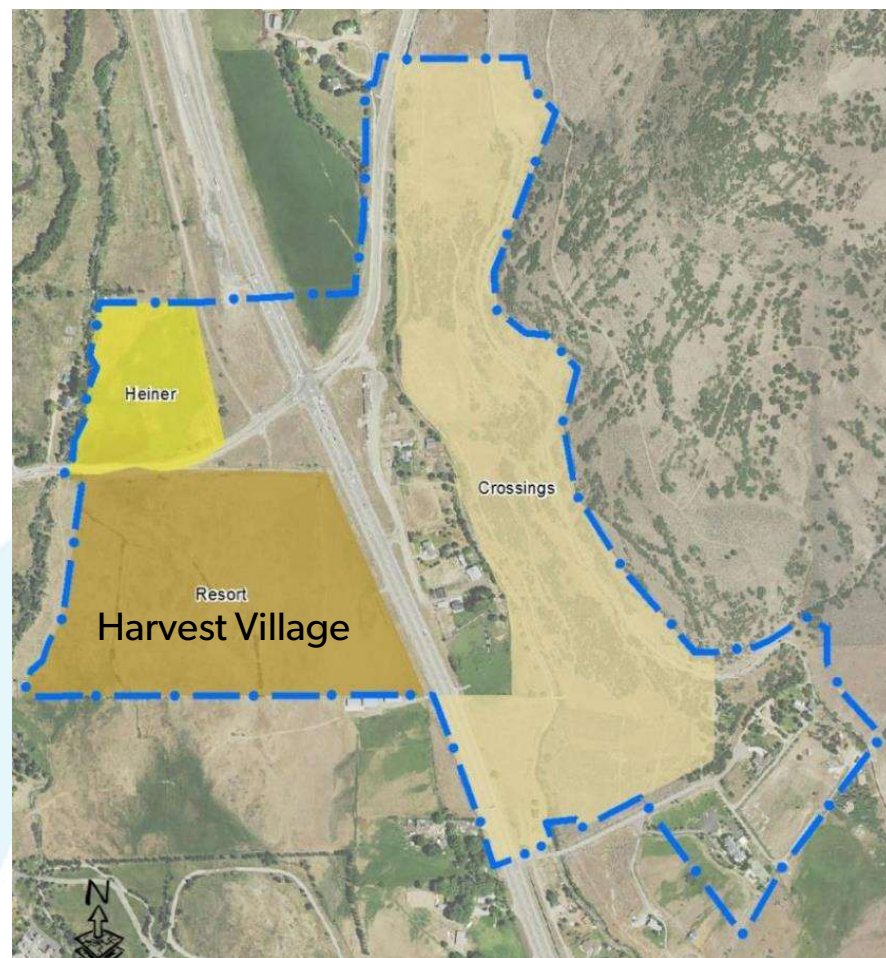
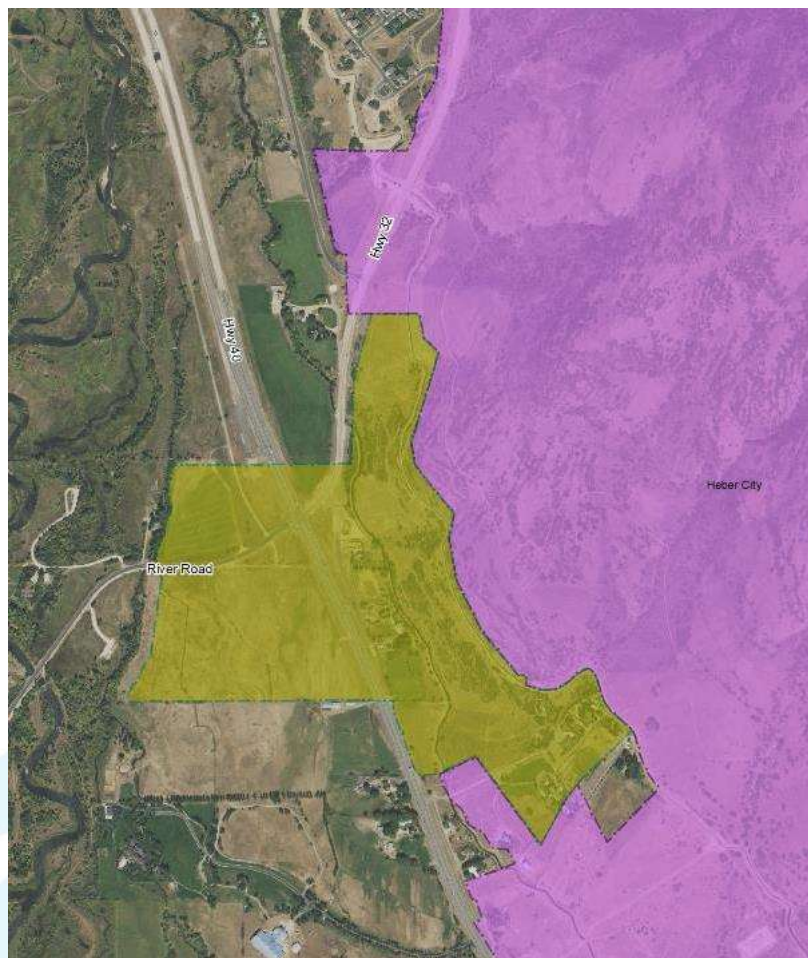
For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.



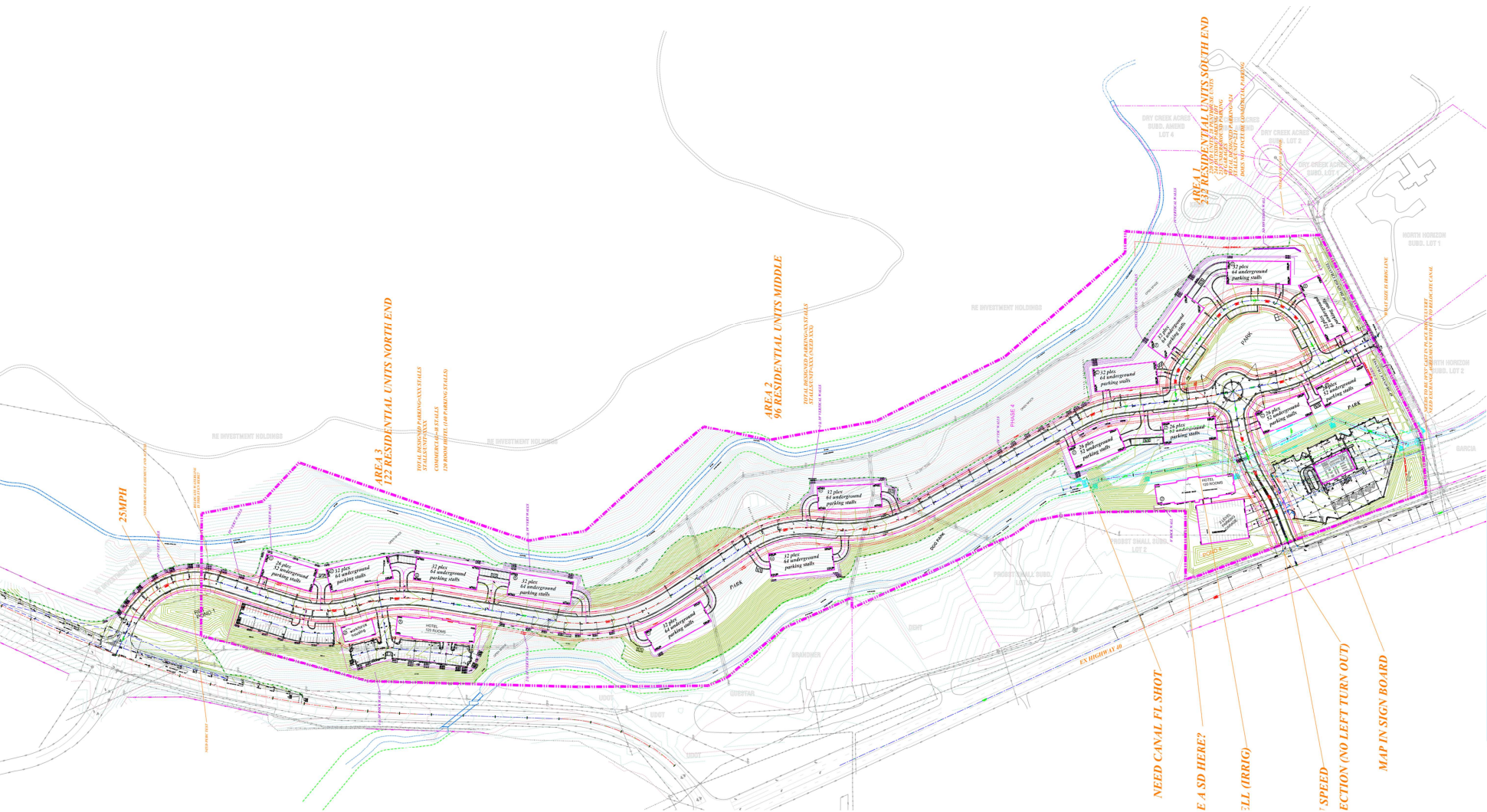
Crossings/Resort Annexation

December 3, 2024

Annexation Boundaries



Crossings Site Plan



Harvest Village Site Plan



County NVOZ

[illegible]

Crossings Zoning Breakdown

Wasatch County Zoning

District	Acres*	ERU/Acre	ERU
VC	13	6	78
TC	19	6	114
NC	19	4	76
NG	5	3	15
TOTAL	56.36		283
75% to 90% Net ERU			212 to 250

*Totals do not add up due to rounding

Heber City Zoning

District	Acres	ERU/Acre	ERU
NV	56.36	4.5	253.62
TOTAL			253.62

Harvest Village Zoning Breakdown

Wasatch County Zoning			
District	Acres*	ERU/Acre	ERU
TC	15.7	6	94.2
NG	23.2	3	69.6
TOTAL	38.93		163.8
75% to 90% Net ERU			123 to 147

Heber City Zoning			
District	Acres*	ERU/Acre	ERU
NV	27.8	4.5	125.1
NOS	11.1	3	33.3
TOTAL	38.93		158.4

*Totals do not add up due to rounding

ERU Breakdown (City MDA)

Harvest Village	
USE	ERUs
Hotel	34
Residential	204
Commercial	55
SUBTOTAL	293
Affordable Housing	33
TOTAL	326

Crossings	
USE	ERUs
Hotel	60
Residential	357
Commercial	5
SUBTOTAL	422
Affordable Housing	42
TOTAL	464

ERU Comparison

Development	County Zoning	City Zoning	County MDA	City MDA
Crossings	283 (212 to 250 net)	253.62	359.93	464
Harvest Village	163.8 (123 to 147 net)	158.4	370	326

Building Height Comparison

City NVOZ						County NVOD
District	Mixed Use	Stacked Flat	Commercial	Townhome ²	SFD	
UV 6 ERU per acre	4 story max up to 62 ft	4 story max up to 56 ft	3 story max up to 52 ft 4 story max (hospitality) up to 66 ft	3 story max up to 42 ft	3 story max up to 42 ft	VC & TC • 6 ERU per acre • 55 ft max
NV 4.5 ERU per acre	4 story max up to 62 ft ^{1, 3}	4 story max up to 56 ft	3 story max up to 52 ft 4 story max (hospitality) up to 66 ft	3 story max up to 42 ft	N/A	NC • 4 ERU per acre • 50 ft max
NOS 3 ERU per acre	3 story max up to 48 ft	3 story min up to 42 ft	N/A	3 story max up to 42 ft	3 story max up to 42 ft	NG • 3 ERU per acre • 40 ft max

1: 5 story (50' to 76') hospitality Harvest Village MDA

2: 3rd story rooftop deck permitted Harvest Village MDA

3: 3 story max within 150' of Hwy 40 Crossings MDA

5 story max (50' to 70') excluding parking Crossings MDA request & 150' min from Hwy 40



Retaining Wall Heights

City Wall Heights

Zoning Wall Height	Zoning Terrace	MDA Height	MDA Design
10' (no overall max)	4'	10' wall (40' over max height/3' terrace)	Natural Rock

County Zoning Wall Heights

Height	Terrace	Length*	Design	Landscaping
10' wall (30' overall max)	3'	800'	Rock or stone	Native
Over 30', no overall max	N/A	N/A	Soil nail, shotcrete rock texture	At base of wall

*Over 800' length or over 10' height is a conditional use



Suggested Discussion Outline

Harvest Village

1. Zoning as North Village (NV) sub-district (3.1)
2. Project Density (4.1)
3. Site Plan Vesting (4.2)
4. Exceptions to NVOZ Zone (4.2.1)
5. Affordable Housing (4.5)
6. Term (5)
7. UDOT Bypass Road and Delay in Approvals (6.2)
8. Parks and Open Space (7)
9. North Fields Preservation (7.8)

Crossings

1. Zoning as North Village (NV) sub-district (3.1)
2. Site Plan Vesting (4.2)
3. Exceptions to NVOZ Zone (4.2.1)
4. Affordable Housing (4.5)
5. Term (5)
6. Parks and Open Space (7)
7. North Fields Preservation (7.8)

Policy Questions

- Does Council support the major tenets of the development agreements?

AFFORDABLE HOUSING POLICY DISCUSSION

Jason Glidden - Mountainlands Community Housing Trust

AGENDA

- How to determine housing requirement?
- How to satisfy housing requirement?
- How to determine which type of housing makes sense?
- Policy Questions

9/3/20XX

Presentation Title

2

HOW TO DETERMINE HOUSING REQUIREMENT

Percentage of ERUs

- Uses the total ERUs (Residential & Commercial)
- Requirement based on percentage of ERUs.
- Housing requirement should be converted to square footage requirement.

Employee Generation

- Generation rate based of type of commercial activity.
- Number of employees generated for every 1000 square feet of space.
- Requirement based on percentage of employees generated that need to be mitigated.
- Number of employees converted to number of units that then is converted to square footage requirement

HOW TO DETERMINE HOUSING REQUIREMENT

Percentage of ERUs

- Development is 100 ERUs
- Percentage of affordable housing required is 10% of ERUs.
($100 \times .10 = 10$ Affordable Unit Equivalents (AUEs))
- Converted to square footage. 1 AUE = 900 square feet
($10 \times 900 = \underline{9000 \text{ square feet}}$)

Employee Generation

- Development with 2000 square feet of restaurant space, 5000 of retail space and 1000 square feet of office space.
- Employee generation rates per 1000 square feet. Restaurant = 6.5 employees, Retail = 3.2, and Office = 2.5
- Total employees generated. $((6.5 \times 2) + (3.2 \times 5) + (2.5 \times 1) = 31.5 \text{ employees})$
- Percentage that needs to be mitigated = 10% ($31.5 \times .1 = 3.15$)
- Converted to AUEs ($3.15/1.5 = 2.1 \text{ AUEs}$)
- Converted to square footage - ($2.1 \times 900 = \underline{1890 \text{ square feet}}$)

HOW TO SATISFY HOUSING REQUIREMENT

Options

- Produce units on-site
- Produce units off-site
- Purchase units and convert to affordable
- Land donation
- Fee In Lieu

Things to consider

- What are the priorities of the city?
- Is this the right site for affordable housing?
- Are the existing units in good working condition?
- Can the land be developed and at what cost?
- What will the city do with money from fee in-lieu

FEE IN LIEU

Options

- Affordability Gap Calculation

Unit Type	Value	
Fair Market Rate Value	\$ 650,000.00	
Affordable Price at 80% AMI	\$ 350,000.00	
Diference	\$ 300,000.00	Per Unit
Multiplied by the number units (20)	\$ 6,000,000.00	In-Lieu Fee

- Production Cost Method

Development Cost	\$/RSF	% Total
Land Costs	\$ 62.46	11%
Hard Costs	\$ 376.32	64%
Soft Costs	\$ 113.66	19%
Closing/Legal Costs	\$ 31.05	5%
TOTAL	\$ 583.49	
900*\$583.49 =	\$ 525,141.00	Per Units
\$525,141 * 20 =	\$ 10,502,820.00	In-Lieu Fee

- Fee Based Method

Building Type	Square Footage	
Commercial Square Footage	30,000	
Market Rate Residential Square Footage	100,000	
Total Square Footage	130,000	
Multiplied by fee per square foot of \$10	\$1,300,000.00	In-Lieu Fee

OTHER THINGS TO CONSIDER

- Rental vs. ownership?
- Affordability level?
- Size of units?
- Proximity to transit or services?

POLICY QUESTIONS

- Is there a preferred method to calculate housing requirement?
- Does the city want to prioritize certain methods of satisfying a requirement?
- Does the city want to prioritize certain types of units?
- Does the city want to prioritize an affordability level?
- Are there location in the city that make more sense for affordable housing?

THANK YOU



Jason Glidden



Jason@housinghelp.org



www.housinghelp.org



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: 300 South Trail Recommendation
RESPONSIBLE: Russ Funk, Mia Yue
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Community and Economic Development
Community Vibrancy

SUMMARY

The purpose of this item is to confirm Council support for staff direction regarding the Master Planned Community Paved Trail on 300 South, which extends from Main Street Park to 600 West.

RECOMMENDATION

Provide approval of staff recommendation or other feedback regarding proposed direction for the trail.

BACKGROUND

The current Parks and Trails Master Plan for the City includes a regional paved trail along 300 South. After receiving direction from the Council, a portion of the trail was built last year on the east side of Main St. Due to feedback from the public including impacts to private improvements within the City's ROW (right-of-way), Council decided to limit the width of the trail on the east side of town to 5-6 ft.

The portion of the trail on the west side of town will play a larger role in the City's overall plan for the area. The City is working to revitalize the downtown area, including major renovations to Main Street Park. In addition, the City wants to create a link between Main Street Park and the Tourism/Recreational District located in the area surrounding the Heber Valley Railroad and County Recreation Facilities.

DISCUSSION

Due to the importance of this trail corridor to the City's General Plan, it is recommended that the portion of the 300 South trail between Main Street Park and 600 West be a minimum of 8 ft wide.

Staff also analyzed where best to locate the trail within the 300 South ROW, considering existing infrastructure and potential impacts on private improvements. Although there is generally a wide shoulder available on the south side of the road, there are locations where impacts to private improvements would be expected if the trail was installed there. This would include impacts on mature trees as well as other private landscaping improvements.

Some utility considerations exist on both sides of the street, including an above-ground power line and an irrigation ditch on the north side of the road. There is also an existing 4 ft sidewalk on the north side of 300 South and no sidewalk on the south side of the roadway.

Although, at first glance, the south side of the roadway may be more open for a new trail, after analyzing the space available, it appears that the trail could fit on the north side of the roadway without impacting the power alignment and requiring only minor improvements to the existing ditch and other utilities. In addition, the north boundary line of the ROW has already been established by the existing sidewalk. By honoring the boundary established by the existing sidewalk, and constructing the new trail on the north, pushback from the community about potential impacts to their private improvements may be significantly reduced.

It should be understood that constructing the trail on the north side of the road would have slightly higher costs than constructing it on the south side. This is due to costs associated with the removal and disposal of the existing concrete sidewalk as well as improvements to the ditch where needed. Cost estimates for both options have been attached.

Staff's recommendation is to construct the Master Planned trail 8 ft wide on the north side of the road between 100 West and 600 West. A future portion of the trail through Main Street Park will be designed as the park is improved in the future.

FISCAL IMPACT

The project is not currently budgeted in FY24, but is anticipated to have a total cost of \$763,000. It is recommended that the Council direct staff to bring back a budget amendment allowing the Engineering Design of the project to move forward in FY24. Funds for the construction of the project will be included in the proposed FY25 Budget.

CONCLUSION

Staff recommends constructing the portion of the 300 South Master Planned trail located between 100 West and 600 West on the north side of the existing ROW at a width of 8 ft. Staff also recommends the Council authorize staff to move forward with Engineering Design of the trail in FY24 and bring back a future budget amendment for this purpose.

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

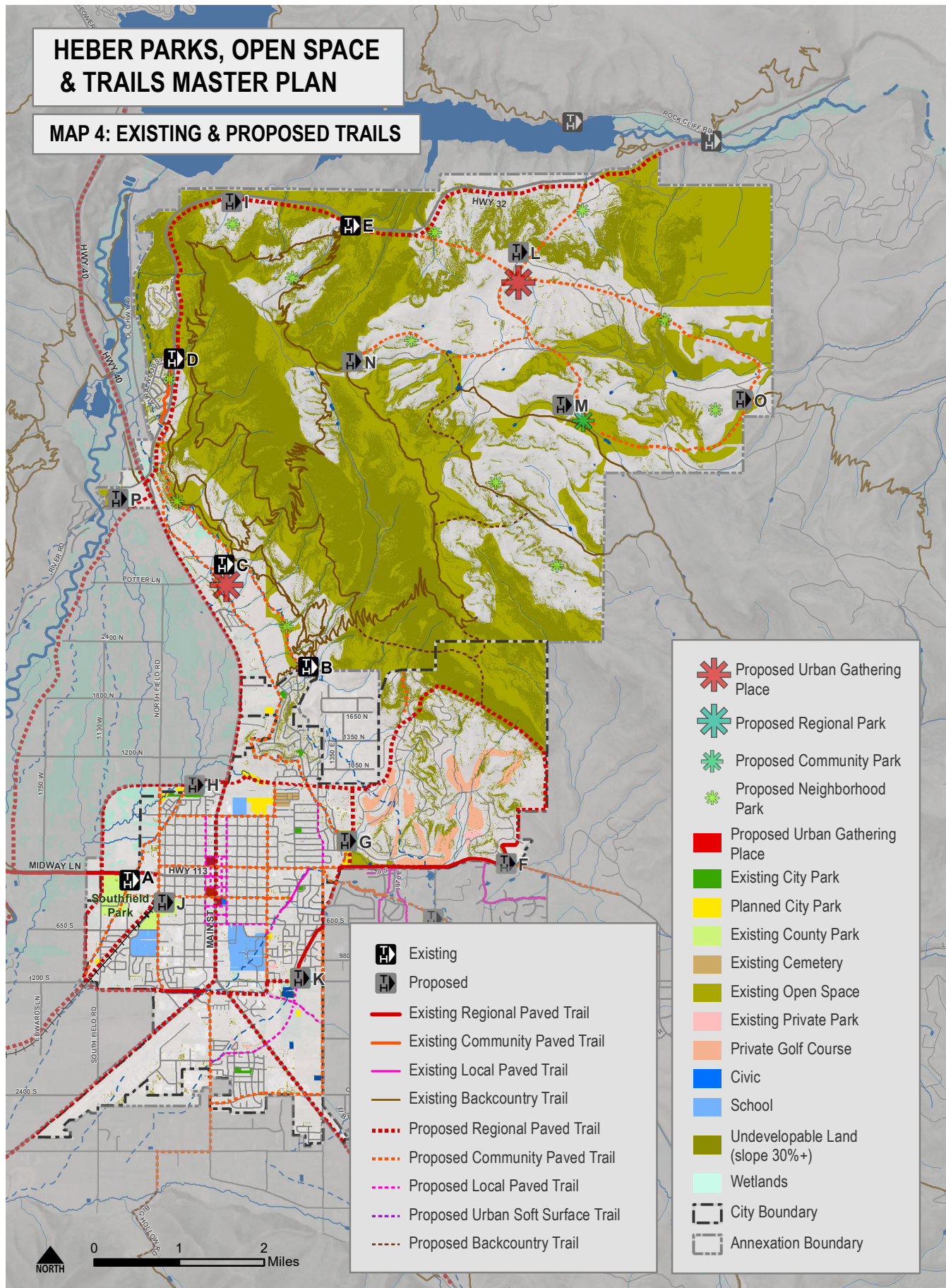
Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Parks and Trails Master Plan Map
2. Cost Estimate - North Trail
3. Cost Estimate - South Trail
4. Prelim Design Info - Sec 1
5. Prelim Design Info - Sec 2
6. Prelim Design Info - Sec 3
7. Prelim Design Info - Sec 4
8. Prelim Design Info - Sec 5

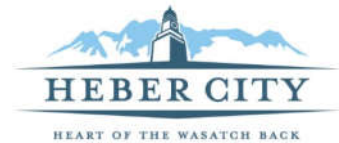
HEBER PARKS, OPEN SPACE & TRAILS MASTER PLAN

MAP 4: EXISTING & PROPOSED TRAILS



HEBER CITY CORPORATION

75 North Main Street
Heber City, UT 84032



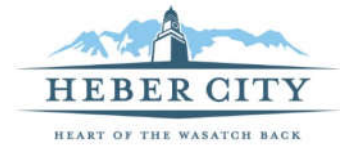
300 S - 100 W - 600 W Trail Connector - North Side
Concrete Option

Date: 11-Sep-24
By: KRT

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
General Construction					
1	Mobilization	5%	LS	\$ 25,500.00	\$ 25,500.00
2	Preconstruction Video	1	LS	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 26,000.00
Phase 1 - Concrete Trail Main Street to 1200 East					
3	6" Concrete Trail - 8 feet wide with 3" UBC	1,751	SY	\$ 140.00	\$ 245,200.00
4	Clearing & Grubbing, Earthwork & Grading	1,970	LF	\$ 15.00	\$ 29,600.00
5	ADA Ramps	9	Each	\$ 6,000.00	\$ 54,000.00
6	Pavement Paint Marking Crossings	5	Each	\$ 160.00	\$ 800.00
7	Final Grading and Restore Landscaping	1	LS	\$ 50,000.00	\$ 50,000.00
8	Drive Approach Restoration	2	Each	\$ 2,500.00	\$ 5,000.00
9	Water Meter Relocation and Reconnect	19	Each	\$ 2,000.00	\$ 38,000.00
10	Sewer Cleanout Relocation and Reconnect	19	Each	\$ 1,800.00	\$ 34,200.00
11	Ditch Piping and Undergrounding	500	LF	\$ 50.00	\$ 25,000.00
12	Existing Sidewalk Removal	1,535	LF	\$ 18.00	\$ 27,630.00
SUBTOTAL					\$ 509,430.00
OVERALL SUBTOTAL					\$ 535,430.00
CONSTRUCTION CONTINGENCY				20%	\$ 107,100.00
CONSTRUCTION TOTAL					\$ 642,530.00
Incidentals					
13	Design, Survey and PI	1	EST	\$ 50,000.00	\$ 50,000.00
14	Construction Management	1	EST	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 100,000.00
ENGINEERING CONTINGENCY				20%	\$ 20,000.00
ENGINEERING TOTAL					\$ 120,000.00
TOTAL PROJECT COST					\$ 762,530.00

HEBER CITY CORPORATION

75 North Main Street
Heber City, UT 84032



300 S - 100 W - 600 W Trail Connector - South Side
Concrete Option

Date: 11-Sep-24
By: KRT

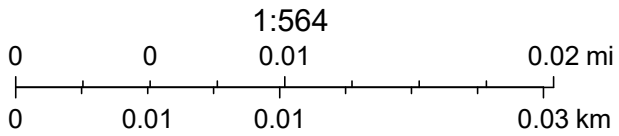
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
General Construction					
1	Mobilization	5%	LS	\$ 23,100.00	\$ 23,100.00
2	Preconstruction Video	1	LS	\$ 500.00	\$ 500.00
SUBTOTAL					\$ 23,600.00
Phase 1 - Concrete Trail Main Street to 1200 East					
3	6" Concrete Trail - 8 feet wide with 3" UBC	1,811	SY	\$ 140.00	\$ 253,500.00
4	Clearing & Grubbing, Earthwork & Grading	2,037	LF	\$ 15.00	\$ 30,600.00
5	ADA Ramps	5	Each	\$ 6,000.00	\$ 30,000.00
6	Pavement Paint Marking Crossings	2	Each	\$ 160.00	\$ 300.00
7	Final Grading and Restore Landscaping	1	LS	\$ 65,000.00	\$ 65,000.00
8	Drive Approach Restoration	2	Each	\$ 2,500.00	\$ 5,000.00
9	Water Meter Relocation and Reconnect	19	Each	\$ 2,000.00	\$ 38,000.00
10	Sewer Cleanout Relocation and Reconnect	19	Each	\$ 1,800.00	\$ 34,200.00
11	Fire Hydrant Relocation and Reconnect	2	Each	\$ 2,000.00	\$ 4,000.00
12	Ditch Piping and Undergrounding	0	LF	\$ 50.00	\$ -
13	Existing Sidewalk Removal	0	LF	\$ 18.00	\$ -
SUBTOTAL					\$ 460,600.00
OVERALL SUBTOTAL					\$ 484,200.00
CONSTRUCTION CONTINGENCY				20%	\$ 96,800.00
CONSTRUCTION TOTAL					\$ 581,000.00
Incidentals					
14	Design, Survey and PI	1	EST	\$ 50,000.00	\$ 50,000.00
15	Construction Management	1	EST	\$ 50,000.00	\$ 50,000.00
SUBTOTAL					\$ 100,000.00
ENGINEERING CONTINGENCY				20%	\$ 20,000.00
ENGINEERING TOTAL					\$ 120,000.00
TOTAL PROJECT COST					\$ 701,000.00

300 S - Trail Alignment - Sec 1



6/12/2024, 11:29:51 AM

- | | | | | |
|----------------------|-----------------------------|--------------------------------|---------------------------|----------------------|
| World Transportation | Storm Manholes | Irrigation Service Connections | Water Fittings | Water Lateral Lines |
| Sewer Misc Points | Storm Open Drains | Irrigation System Valves | Water Hydrants | Water Mains |
| Sewer Manholes | Irrigation Corp Stop Valves | Irrigation Mains | Water Misc Points | Heber City Boundary |
| Sewer Gravity Mains | Irrigation Fittings | Heber City | Water Service Connections | Water_Pressure_Zones |
| Storm Inlets | Irrigation Misc Points | Water Abandoned Lines | Water System Valves | Recorder Parcel |
| | | Water Corp Stop Valves | Water System Valves | |



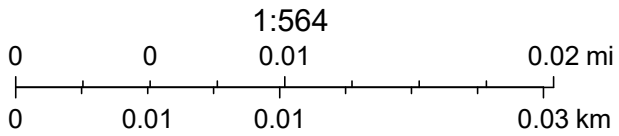
Maxar, Microsoft, Esri, HERE, IPC, Esri, HERE, Garmin, IPC

300 S - Trail Alignment - Sec 2



6/12/2024, 11:32:48 AM

- | | | | | |
|----------------------|------------------------|---------------------------|---------------------|-------------------------|
| World Transportation | Storm Inlets | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Misc Points | Storm Gravity Mains | Water Fittings | Water System Valves | Survey Monument |
| Sewer Manholes | Storm Open Drains | Water Hydrants | Water Lateral Lines | Wasatch County Surveyor |
| Sewer Lateral Lines | Water Abandoned Points | Water Misc Points | Water Mains | Recorder Parcel |
| Sewer Gravity Mains | Water Abandoned Lines | Water Service Connections | Heber City Boundary | |



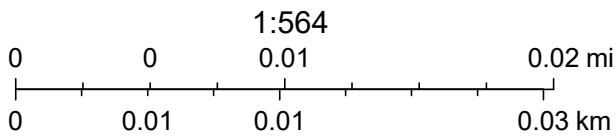
Maxar, Microsoft, Esri, HERE, IPC, Esri, HERE, Garmin, IPC

300 S - Trail Alignment - Sec 3



6/12/2024, 11:34:52 AM

- | | | | | |
|----------------------|------------------------|------------------------|---------------------------|-------------------------|
| World Transportation | Storm DitchBox | Water Abandoned Lines | Water Service Connections | Heber City Boundary |
| Sewer Misc Points | Storm Manholes | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Manholes | Storm Gravity Mains | Water Fittings | Water System Valves | Survey Monument |
| Sewer Lateral Lines | Storm Open Drains | Water Hydrants | Water Lateral Lines | Wasatch County Surveyor |
| Sewer Gravity Mains | Water Abandoned Points | Water Misc Points | Water Mains | Recorder Parcel |



Maxar, Microsoft, Esri, HERE, IPC, Esri, HERE, Garmin, IPC

300 S - Trail Alignment - Sec 4



6/12/2024, 11:38:34 AM

World Transportation



Storm Inlets

Irrigation Mains

Heber City

- Water Fittings

Water Hydrants



 Water Service Connections

Water System Valves

- Water Fittings

Water Hydrants



Water System Valves

Water Lateral Lines

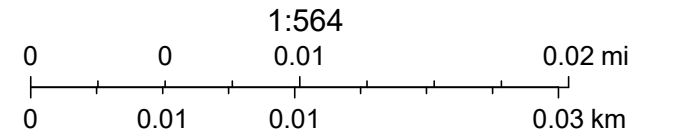


Water Mains

Heber City Boundary

Water Pressure Zones

 Recorder Parcel



Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC

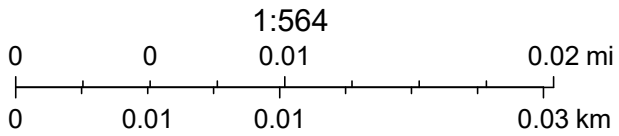
DISCLAIMER: This map should be used for general reference only. Heber City assumes no responsibility for accuracy, errors or omissions.

300 S - Trail Alignment - Sec 5



6/12/2024, 11:43:52 AM

- | | | | | |
|----------------------|---------------------|------------------------|---------------------------|----------------------|
| World Transportation | Storm DitchBox | Irrigation Mains | Water Misc Points | Water Mains |
| Sewer Misc Points | Storm Inlets | Heber City | Water Service Connections | Heber City Boundary |
| Sewer Manholes | Storm Manholes | Water Corp Stop Valves | Water System Valves | Water_Pressure_Zones |
| Sewer Lateral Lines | Storm Gravity Mains | Water Fittings | Water System Valves | Recorder Parcel |
| Sewer Gravity Mains | Storm Open Drains | Water Hydrants | Water Lateral Lines | |



Maxar, Microsoft, Esri, HERE, iPC, Esri, HERE, Garmin, iPC



Heber City Council Staff Report

MEETING DATE: 12/3/2024
SUBJECT: Resolution 2024-20 to Update the Parks Policy
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

It is proposed that the Heber City Public Park Use Policy be revised, as outlined in the accompanying attachments.

The purpose of this report and the attachments is to summarize the proposed revisions, which include clarifications regarding park usage and the addition of a new paragraph addressing general prohibitions against actions that may harm persons or property. This aims to provide overall protection for park users, regardless of the organizations, groups, or associations that utilize the city parks.

On November 19, 2024, Sections 2 and 15 of the Park Use Application within the Parks Reservations were adopted and amended in the City's *Consolidated Fee Schedule* to reflect the updated fees.

RECOMMENDATION

The Council review and approve the proposed revisions.

BACKGROUND

The Park Use Policy and Application for Park Use has not been reviewed in several years. Given the increase in Heber City's population and the number of seasonal visitors, the City Administration has directed a review of these documents. The Park Policy was initially adopted in 2012 by Resolution

2012-06. The recent revisions aim to streamline documents and create a single, cohesive digital source, as well as a hard copy format. This will provide easier reference and access for City Staff, City Officials, Law Enforcement, and Park Visitors and Users.

Although implied, the previous Policy did not contain the newly added Provision 9, under Prohibited Activities, which provides specific prohibited acts against persons, public, and potentially public and private property defined in the Utah State Code. This new provision acts as an overarching protective umbrella against acts, rather than restricting people or groups.

DISCUSSION

See above.

FISCAL IMPACT

No direct negative impact, liability or risk to Heber City.

CONCLUSION

This revision is intended as a Policy that provides all people using our city parks, with directives to govern themselves accordingly.

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:

EXHIBITS

1. Heber Park Use Application and Waiver for use of City Property 11.12.24. jmsjcps-Clean
2. Resolution adopting the Revised Park Use Policy 2024
3. Heber Policy and Waiver for use of City Property pdf, jms 2023
4. Updated Staff Report for Public Hearing

Municipal Public Park and Public Property Use Application

Heber City, Utah

Application and Guidelines for Events in Heber City Parks

Effective Date: 12/05/2024

Pre-requisite conditions for application to use Heber City public property.

To qualify for a Park Event Permit, the primary purpose of the event must be oriented to include the public within the management criteria of the City. Vendor retail, concessions, and fund raising may be a part of event, but shall not be the primary or only reason for the event. The type of events that may be permitted include the following activities:

1. Events sponsored by Heber City Corporation;
2. Entertainment (i.e. car shows, concerts, plays or dances, dance recitals, holiday celebrations, and festivals);
3. Education (i.e. cultural events and emergency preparedness fairs); and/or
4. Health and wellness (i.e. farmers market, physical fitness programs, and running and bicycle races).

Park and Public Property Use Application, Process, Fees and Required and Supporting Items:

The following must be submitted at least 4 weeks prior to the event:

1. Park Use Application.
2. Fees.
 - a) A non-refundable Application Fee commensurate with the City's Consolidated Fee Schedule.
 - b) Park Use Fees:
 - 0-50 anticipated participants - \$25
 - 51-100 anticipated participants - \$50
 - 101-250 anticipated participants - \$200
 - 251 or more anticipated participants - \$500
 - c) Cleanup Cash Bond in an amount consistent with the City's Consolidated Fee Schedule. (This amount may be adjusted as determined by the City based on the size and type of event), which is refundable if the Park is left in a clean and undamaged condition. The bond shall not be returned until the Park has been inspected by the Park Superintendent, and may be withheld in whole or in part to cover damages and/or costs for Park cleanup.
 - d) Site plan showing event location, concessions and vendors, and other activities in relation to Park features.
 - e) A schedule for the event.
 - f) Any event requiring police or emergency services must separately contract for such services.
3. Insurance and waiver. Submit completed waiver and release, and evidence of required insurance.
4. Other Permits and Applications.
 - a) Event Permit Application. Submit an electronic Heber City Event Application.
 - b) Health Permit. Submit copy of Wasatch County Health Department Permit for each vendor serving food.
 - c) Temporary Sales Tax Numbers. Submit evidence of Temporary Sales Tax Numbers issued by the Special Events Sales Tax Unit of the Utah State Tax Commission, if

- applicable.
- d) Liquor License. Submit copy of liquor license, if applicable. Any event that sells, serves, gives away, or provides any alcoholic beverage for consumption must acquire a Single Event License or Temporary Special Event Beer License through the City and Utah State DABC process. Obtaining these licenses for alcohol will require approximately 45 days.
 - e) Other Permit types. Submit copy of any other permits required from state, local, or county agencies.
5. Procedures for approval.
- a) The Business Licensing Administrator or his/her designee shall be responsible for reviewing applications and issuing a Park Use Permit.
 - b) In determining whether to approve the application, the Business Licensing Administrator or his/her designee may take into consideration factors including the following:
 - The number of applications and/or permits for other events during the same time period;
 - The probable positive or negative effect on other park users;
 - The number of applications for the same or similar events;
 - Other events in the City at the same time that may conflict with the requested event or cause traffic or public safety issues;
 - c) Improper use or behavior in violation of this Policy or State or local laws and ordinances shall be grounds for the termination of an existing application for a permitted use, or, the denial of any future application from that applicant.
 - d) The permit shall be immediately revocable by the Business Licensing Administrator or designated representative if any portion of this Policy or other applicable state or local law or application provision is breached.
6. Open Fires. Please contact Wasatch County Fire at (435) 940- 9636 for further information on fire restrictions and the type of wood permitted to be burned. Refunds will not be given because of fire restrictions.

PARK RULES AND PERMIT RESTRICTIONS

1. No approved Park Use Permit may be sold, assigned, or transferred. Nothing herein is intended nor shall be construed to create an employer-employee or joint-venture relationship with the City. The conditions herein shall be binding upon the applicant and applicant's successors and assigns.
2. The City retains priority use of its facilities and reserves the right to reject all applications for event activities. The City further reserves the right to conduct concessions using its own staff or contractors.
3. Any activity or event associated with commercial vending must not endanger persons or property or detract from the public's recreational use, the public's aesthetic enjoyment of the park, or the overall function and spirit of the event itself.
4. The concession must only occur in locations as shown on the approved site plan as approved by the Business Licensing Administrator.
5. The Cleanup cash bond may also be withheld to cover those additional costs. The Business Licensing Administrator shall make any initial determinations of this sort. Any appeal of such decisions shall be heard by the City Council.
6. The exclusive use of all or any portion of a City park shall not commence before 7:00 a.m., and shall terminate no later than 10:00 p.m.
7. Beverages must not be dispensed in glass containers, but in cans or paper or plastic cups. See also Sections 8 and 9 under *Prohibited Activities* below.
8. Each vendor must display all applicable permits in a conspicuous location.
9. Each vendor displaying or retailing any goods or services shall locate all merchandise within a covered structure and/or upon a table.
10. Please notify the Police Department if you witness damage, vandalism or illegal activity in the park. Children

are required to be supervised at playgrounds, parking lots, restrooms and near open water areas.

- 11 **Trash.** To help keep parks clean for all patrons and maintenance costs down, those who rent park pavilions or other park areas are asked to remove all trash generated from their event. The standard set by state and national parks to **“Pack it in, Pack it out”** will help us continue provide these facilities at a low cost. Please carry out all trash from your visit.

12. **Open Fires.** Open fires are only allowed in designated fire pits installed by Parks and Recreation and only when not prohibited. **Extinguish all hot coals and briquettes, never place hot coals in the garbage receptacles.**

13. **Staking Items into the Ground.** The use of stakes, or the staking of tents are not allowed in any public parks.

14. **Noise Ordinance.** If the event involves music or other amplification, it must conform to the Heber City Noise Ordinance. Reservations may be canceled on-site due to excessive noise by the Heber City Police Department.

15. **Pavilion Reservations.** A seven day notice is required for all pavilion reservations, cancellations and modifications with no exceptions. A \$30.00. Non-refundable fee, and a \$50.00 refundable deposit are required to reserve Pavillions. The \$50.00 deposit is refundable upon condition that the Pavilion is cleaned and free of damage after the event. A processing fee commensurate with the City’s Consolidated Fee Schedule is applied to all cancellations and modifications. Weather related cancellations will be given 50% refund depending on severity of weather (i.e. snow, heavy rain, hurricane force winds, etc.) and only after the date has taken place. Park pavilions are used heavily each day during the summer months. Please leave the pavilion in as good, if not better condition than when you arrived. Remove table covers, tape and any cooking oil or grease from tables, grills and floors. Pick up all litter and take trash with you upon completion of your event. **Heber City Parks and Recreation does not provide water taps, opening of gates or additional power.** Electricity is for limited use only. Capacity is 15 amps total, which can power a radio or a slow cooker. If a circuit overloads, reduce the load and push the GFI reset. Repeated tripping of the circuit breaker will cause the power to go out permanently. Power will not be reset until the next day. It's recommended to bring in your own source of power. City parks have a variety of amenities, including playgrounds, play courts, trails and open spaces. These amenities may not be reserved and are available on a first come first serve basis to the public.

PROHIBITED ACTIVITES

The following activities are prohibited.

1. Vehicles on park grounds, unless placement of vehicles is approved and supervised by the Parks & Cemetery Director.
2. Pets and animals, with the exception of verified guide dogs for the visually impaired.
3. Smoking, fighting, excessive noise, vulgar language or gestures, drugs, the consumption of alcohol unless specifically approved by the city, the display of any feature, graphic or behavior that is generally deemed offensive to the public, or any other activity that is prohibited by state or local law.
4. Activities such as the selling of used cars or other large equipment, garage or rummage sales, or other activity deemed by the city to be contrary to the purposes of this policy.
5. Events which charge admission.
6. Political activities.
7. Tampering with the sprinkler systems, fountains, water taps, circuit breakers, light plus or restroom fixtures is considered vandalism. Tables may not be moved around the park. Tables that are anchored must remain fastened to the floor. Insulate tables from heat or freeze damage. Do not freeze ice cream on the grass or dump anything on the grass except water.
8. Alcoholic beverages are only allowed in the Main Street Park, subject to proper licensing of scheduled and approved events. All such scheduled and approved events involving alcohol shall require security of two security or police officer for the first 100 individuals in attendance, and an additional security or police officer for each additional 100 individuals in attendance beyond the initial 100. Any use of security officers other than state or local law enforcement shall be by and through a licensed security firm. Except for the Main Street Park subject to the conditions above, **all alcohol beverages are prohibited in all Heber City Parks.**
9. Any act which violate the elements of Utah State Code provisions 76-9-101, 76-9-102, 76-9-103, 76-9-104 and 76-9-105, Annotated; Riot, Disorderly Conduct, Breaches of the Peace and Related Offenses, Offenses Against Public Order and Decency, Disrupting a Meeting or Procession, Failure to Disperse, and Making a False Alarm.

Waiver and Release: I, as the applicant, hereby release and discharge Heber City Corporation, its officers, employees, directors and employees from and against any and all claims, actions and demands

arising out of or in connection with participation in or use of City facilities, including, without limitation, any and all claims, cost liabilities, expenses, or judgments, including legal fees, penalties, interest and court costs incurred by Heber City Corporation in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with, or arising directly or indirectly from user's participation in or use of any City facilities.

I hereby release Heber City Corporation, its officers, employees, and agents from any liability, and clearly and unequivocally agree to defend, indemnify and hold harmless Heber City Corporation, its officers, employees, agents and servants from any liability arising from activities associated with participation in or use of the Heber City facilities whether caused by negligence or otherwise. I understand and agree that by signing this waiver I am freeing Heber City Corporation, its employees, officers or agents from any liability resulting from participation in or use of City facilities. I also understand that no employee or agent is authorized to modify this waiver.

I certify that I have read the above authorization and release and I hereby state that I understand the contents, and that I know that in signing it I am signing away any right of claim for damages sustained to any user while participating in or using any City facilities.

I covenant and agree to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. I, as the Applicant agree to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Applicant and City against public liability, products liability and property damage. Thirty days prior to the event, Applicant is required to furnish a Certificate of Insurance certifying coverage for public liability and property damage in the minimum amount of \$1,000,000 (One Million Dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) in the aggregate and which states the coverage as primary insurance with the City insurance policy being secondary.

My signature acknowledges that I understand and agree to the above conditions, and that I sign this release of my own free will, and I represent and acknowledge that I do so with full authority or right as the Applicant or as a duly empowered agent or representative of said Applicant.

ORGANIZATION NAME_____

PRINT NAME_____

SIGNATURE_____

DATE_____

**HEBER CITY, UTAH
RESOLUTION NO. 2024-18**

**A RESOLUTION ADOPTING THE REVISED HEBER CITY PARK USE POLICY and
APPLICATION**

WHEREAS, It is proposed to revise the Heber City Public Park Use Policy; and

WHEREAS, The Park Use Policy and Application for Park Use has not been reviewed in the last few years, and given the increase in our City’s population, and seasonal visitors, City Administration directed a review of the same. Previously, the Park Policy was adopted in 2012 by Resolution 2012 06. These said revisions and cleaned up file form, creating two operative documents in one collective digital source, and hard copy format that will give easier reference and access to City Staff, City Officials, Law Enforcement, and Park Visitors and Users; and

WHEREAS, although implied, the previous Policy did not contain the newly proposed Provision 9, under Prohibited Activities, which provides specific prohibited acts against persons, public, and potentially public and private property defined in the Utah State Code; and

WHEREAS, this new provision would act as an overarching protective umbrella against acts, rather than restricting people or groups.

NOW, THEREFORE, BE IT RESOLVED by the Heber City Council, of Heber City, Utah, that the Heber City Park Use Policy and Application be revised and adopted as proposed in the Exhibit “A” of the Staff Report for the December 3rd City Council Meeting, hereby incorporated into and made a part of this Resolution by reference.

ADOPTED AND PASSED by the City Council of Heber City, Utah this 3rd day of December, 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

Municipal Public Park Use Policy

Heber City, Utah

Guidelines for Events in Heber City Parks

Effective Date: 07/07/2011

POLICY PURPOSE

It is the purpose of this policy to encourage events in parks that promote the well-being of the public. To qualify for a Park Event Permit, the major thrust of the event must be oriented to include the public. Vendor retail, concessions, and fund raising may be a part of event activities, but shall not be the primary or only reason for the event. Permitted event types include the following activities; however this list is not to be considered exhaustive, as determined by the City Council:

1. Events sponsored by Heber City Corporation;
2. Entertainment (i.e. car shows, concerts, plays or dances, dance recitals, holiday celebrations, and festivals);
3. Education (i.e. cultural events and emergency preparedness fairs); and/or
4. Health and wellness (i.e. farmers market, physical fitness programs, and running and bicycle races).

APPLICATION REQUIRED

The following must be submitted at least 4 weeks prior to the event date.

1. Park Use Application.
2. Fees.
 - a) \$30 non-refundable Application Fee
 - b) \$30 Park Use Fee
 - c) Cleanup Cash Bond of \$500, which is refundable if the Park is left in a clean and undamaged condition. The bond shall not be returned until the Park has been inspected by the Park Superintendent, and may be withheld in whole or in part to cover damages and/or costs for Park cleanup.
 - d) Site plan showing event location, concessions and vendors, and other activities in relation to Park features.
3. Insurance and waiver. Submit completed waiver and release, and evidence of required insurance.
4. Other Permits and Applications.
 - a) Event Permit Application. Submit a Heber City Event Application.
 - b) Health Permit. Submit copy of Wasatch County Health Department Permit for each vendor serving food.
 - c) Temporary Sales Tax Numbers. Submit evidence of Temporary Sales Tax Numbers issued by the Special Events Sales Tax Unit of the Utah State Tax Commission, if applicable.
 - d) Liquor License. Submit copy of liquor license, if applicable. Any event that sells, serves, gives away, or provides any alcoholic beverage for consumption must acquire a Single Event License or Temporary Special Event Beer License through the City and Utah State DABC process. Obtaining these licenses for alcohol will require approximately 45 days.
 - e) Other Permit types. Submit copy of any other permits required from state, local, or county agencies.
5. Procedures for approval.
 - a) The Business Licensing Administrator or his/her designee shall be responsible for reviewing applications and issuing a Park Use Permit.
 - b) In determining whether or not to approve the application, the Business Licensing Administrator or his/her designee shall take into consideration the number of such

applications and/or permits for similar events already in operation in any one location and the probable positive or negative effect on park users.

- c) Improper use or behavior shall be grounds for the termination of an existing application for a permitted use, or, the denial of any future application from that applicant.
- d) The permit shall be immediately revocable by the Business Licensing Administrator or designated representative if any portion of this Policy or other applicable state or local law or application provision is breached.

PARK RULES AND PERMIT RESTRICTIONS

1. No approved Park Use Permit may be sold, assigned, or transferred. Nothing herein is intended nor shall be construed to create an employer-employee or joint-venture relationship with the City. The conditions herein shall be binding upon the applicant and applicant's successors and assigns.
2. The City retains priority use of its facilities and reserves the right to reject all applications for event activities. The City further reserves the right to conduct concessions using its own staff or contractors.
3. Any activity or event associated with commercial vending must not endanger persons or property or detract from the public's recreational use, the public's aesthetic enjoyment of the park, or the overall function and spirit of the event itself.
4. The concession must only occur in locations as shown on the approved site plan as approved by the Business Licensing Administrator.
5. Excessive utility costs associated with the event shall be paid for by the event sponsor. The Cleanup cash bond may also be withheld to cover those additional costs. The Business Licensing Administrator shall make any initial determinations of this sort. Any appeal of such decisions shall be heard by the City Council.
6. The exclusive use of all or any portion of a City park shall not commence before 7:00 a.m., and shall terminate no later than 10:00 p.m.
7. Beverages must not be dispensed in glass containers, but in cans or paper or plastic cups.
8. Each vendor must display all applicable permits in a conspicuous location.
9. Each vendor displaying or retailing any goods or services shall locate all merchandise within a covered structure and/or upon a table.

PROHIBITED ACTIVITIES

The following activities are prohibited.

1. The utilization of any stakes penetrating the ground.
2. Vehicles on park grounds, unless placement of vehicles is approved and supervised by the Parks & Cemetery Director.
3. Pets and animals, with the exception of guide dogs for the impaired.
4. Smoking, fighting, excessive noise, vulgar language or gestures, drugs, the consumption of alcohol unless specifically approved by the city, the display of any feature, graphic or behavior that is generally deemed offensive to the public, or any other activity that is prohibited by state or local law.
5. Activities such as the selling of used cars or other large equipment, garage or rummage sales, or other activity deemed by the city to be contrary to the purposes of this policy.
6. Events which charge admission.
7. Political activities.
8. Any act which violate the elements of Utah State Code provisions 76-9-101, 76-9-102, 76-9-103, 76-9-104 and 76-9-105, Annotated; Riot, Disorderly Conduct, Breaches of the Peace and Related Offenses, Offenses Against Public Order and Decency, Disrupting a Meeting or Procession, Failure to Disperse, and Making a False Alarm.

Waiver and Release: I, as the applicant, hereby release and discharge Heber City Corporation, its officers, employees, directors and employees from and against any and all claims, actions and demands arising out of or in connection with participation in or use of City facilities, including, without limitation, any and all claims, cost liabilities, expenses, or judgments, including legal fees, penalties, interest and court costs incurred by Heber City Corporation in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with, or arising directly or indirectly from user's participation in or use of any City facilities.

I hereby release Heber City Corporation, its officers, employees, and agents from any liability, and clearly and unequivocally agree to defend, indemnify and hold harmless Heber City Corporation, its officers, employees, agents and servants from any liability arising from activities associated with participation in or use of the Heber City facilities whether caused by negligence or otherwise. I understand and agree that by signing this waiver I am freeing Heber City Corporation, its employees, officers or agents from any liability resulting from participation in or use of City facilities. I also understand that no employee or agent is authorized to modify this waiver.

I certify that I have read the above authorization and release and I hereby state that I understand the contents, and that I know that in signing it I am signing away any right of claim for damages sustained to any user while participating in or using any City facilities.

I covenant and agree to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. I, as the Applicant agree to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Applicant and City against public liability, products liability and property damage. Thirty days prior to the event, Applicant is required to furnish a Certificate of Insurance certifying coverage for public liability and property damage in the minimum amount of \$1,000,000 (One Million Dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) in the aggregate and which states the coverage as primary insurance with the City insurance policy being secondary.

My signature acknowledges that I understand and agree to the above conditions, and that I sign this release of my own free will, and I represent and acknowledge that I do so with full authority or right as the Applicant or as a duly empowered agent or representative of said Applicant.

ORGANIZATION NAME _____

PRINT NAME _____

SIGNATURE _____

DATE _____

MEETING DATE: December 3, 2024
SUBJECT: Heber Valley Airport Rates & Charges
RESPONSIBILITY: Travis Biggs, Airport Manager
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Community & Economic Development

SUMMARY

The Heber Valley Airport is entering a sustained, capital intensive period of facility redevelopment with little in reserve to finance construction projects. Over the 20-year planning period discussed in the Airport Master Plan, the Airport must generate approximately \$4.4 million in additional revenue above existing levels to fund the local share of the Airport Capital Improvement Plan, of which \$1.8 million is required through 2030. Funding this aggressive capital redevelopment program is feasible, but an immediate increase in airport rates and charges is required to fund a capital reserve from surplus revenue if the Sponsor desires to avoid debt financing through airport revenue bonds.

RECOMMENDATION

That the City Council adopt proposed EXHIBIT A (Consolidated Fee Schedule), which would amend Title 3.15, Exhibit A, Section 2 (Airport) of the Heber City Municipal Code, Revenue and Finance, as described herein.

BACKGROUND

Heber Valley Airport ("HCR" or "Airport") is operated by Heber City ("Sponsor" or "City"). In June 2023, Heber City Council approved the Airport Master Plan developed by T-O Engineers (now Ardurra), including the Airport Capital Improvement Plan ("ACIP") that projects capital expenses and project phasing of facilities. The City engaged Aeroplex Group Partners (now Ascension Group Partners or "AGP") to conduct the Heber Valley Airport Rates & Charges Study dated August 2, 2024, with the purpose of determining appropriate aeronautical fees sufficient to cover the Airport's operating expenses and funding requirements for capital projects in the ACIP.

AGP presented the Rates & Charges Study to the Airport Advisory Board on August 7, 2024. The report discussed several alternatives for increasing revenues at HCR and concluded that some adjustments to fuel flowage fees and/or landing fees would likely be necessary to ensure adequate reserves to fund the ACIP. The report provided three options in this regard:

- OPTION 1a would increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$6.00 (50% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$6.00 / 1,000 pounds MTOW (50% increase).
- OPTION 1b would eliminate the based aircraft waiver for landing fees or implement a based aircraft fee in lieu of landing fees at \$170 annually for aircraft under 8,000 pounds MTOW and \$170 / 1,000 pounds annually for aircraft 8,000 pounds MTOW and over in addition to the transient aircraft landing fee increase proposed in Option 1a.

- OPTION 2 would achieve a comparable financial result as OPTION 1b without significantly increasing landing fees by implementing rate increases and new fees.

The Airport Advisory Board voted to recommend adoption of OPTION 2 with amendments as follows:

1. Increase the fuel flowage fee from \$0.05 / gallon to \$0.10 for avgas (100% increase) and \$0.15 for jet fuel (200% increase) effective January 2025,
2. Escalate landing fees for transient aircraft by 3% annually and exempt transient piston and electric aircraft under 8,000 pounds,
3. Establish a hangar rental rate of \$2,000 per month for City-owned hangars on Hangar Row,
4. Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$1,000 for gross income between \$100,000 and \$1,000,000, and \$2,000 for a gross income over \$1,000,000,
5. Assess an AOA Access Fee for all users of \$40 per year with one AOA access included for a hangar owner or lease agreement with the City and recommend that all cards be turned off on October 15, 2024,
6. Collect a \$100 per month parking fee on airport owned property,
7. Assess a rental car and TNC fee charge equal to 10% of gross income, and
8. Increase the existing Airport Apron Ground Lease rate from \$0.07 to \$0.25 per sq. ft. annually

Staff reviewed the Airport Advisory Board's recommendation and sought additional legal counsel. Staff recommend adoption of the recommended items approved by the Airport Advisory Board, with the following three amendments:

- No change to the fuel flowage fee,
- Change the Commercial Aeronautical Permit Fee from 1% gross income to a fixed tier of \$500 for gross income under \$100,000, \$5,000 for gross income between \$100,000 and \$1,000,000, and 2% of gross income over \$1,000,000, and
- Increase landing fees for transient aircraft with a maximum takeoff weight (MTOW) under 8,000 pounds from \$4.00 to \$5.00 (25% increase) and landing fees for transient aircraft with a maximum takeoff weight of 8,000 pounds or more from \$4.00 to \$5.00 / 1,000 pounds MTOW (25% increase).

Staff did not recommend a fuel flowage fee increase due to language contained in the FBO lease that requires adjustments to the fuel flowage fees be made at five year intervals (with the next opportunity in 2025), and only as reflected by "regional trends." Legal counsel is working the FBO to clarify this language and reach agreement as to how "regional trends" should be determined. At the present time, staff has not determined whether the available data regarding historical changes to other airports' fuel flowage fees would support a recommendation to modify HCR's fuel flowage fee.

Staff did not recommend adopting the Airport Advisory Board's recommendation to exempt transient piston and electric aircraft under 8,000 pounds based on advice from legal counsel that such exemption would likely violate Federal Aviation Grant Assurance 22, which prohibits airports from engaging in unjust discrimination in establishing rates and fees. Assessing landing fees against only jet and turboprop aircraft would be considered unjustly discriminatory.

Staff's recommendation that the landing fee be increased from \$4.00 per 1,000 pounds to \$5.00 per 1,000 pounds was based on a projection of capital funding needs and anticipated reserves through 2030 (the rate-setting period recommended by the Airport Advisory Board), as described in the attached pro forma. Increasing the landing fee to \$5.00 would result in approximately \$80,000 in additional annual revenue based on the current number of transient operations. When combined with the other mechanisms to increase revenue described above (also reflected in the pro forma), the City will be able to both satisfy its near-term obligations under the ACIP, as well as begin building capital reserves for the more substantial capital outlay required in future years. This accumulation of reserves also allows the City to keep rates and charges stable, rather than look to increasing the landing fee or other variable charges more significantly in future years. Staff recommends that the City plan to revisit rates and charges no later than 2030 to ensure that it is not accumulating more reserves than is reasonably necessary to ensure funding of the ACIP and any future identified projects.

The AAB considered staff's recommendations at a Special Meeting of the AAB held November 14, 2024. The AAB adopted staff's recommendations as to the fuel flowage fee and the landing fee. However, the AAB retained its original proposal regarding the Commercial Aeronautical Permit Fees.

The City's agreement with the FBO requires – at any time the City proposes to increase the landing fee by more than 3 percent year over year – that the City Council specifically find that the proposed increase is (i) reasonable and not unjustly discriminatory, pursuant to FAA rules and policy; and (ii) reasonably necessary to achieve or maintain the Airport's financial self-sustainability. Staff believes that the City Council may make such findings with respect to the proposed increase. The proposed landing fee is reasonable insofar as it is based on the City's projected capital needs. The proposed landing fee is not unjustly discriminatory, as it applies equally to all transient aircraft and the FAA has previously found that based aircraft may be exempted from such fees. The proposed landing fee is also reasonably necessary to achieve or maintain the Airport's financial self-sustainability. The FAA defines self-sustainability as a fee and rental structure that is adequate to fully recover aeronautical costs, including the establishment of reasonable reserves and other funds to facilitate financing and cover contingencies. As shown in the attached pro forma, increasing the landing fee by \$1.00 allows the City to satisfy its near-term capital expenses and begin building reasonable reserves for further ACIP needs. By the end of 2030, the proposed rates and charges program is anticipated to result in a capital fund balance of approximately \$720,000, representing approximately 21 percent of the City's total obligation to fund the ACIP adopted via the Master Plan through 2038.

In addition to other means of increasing revenues discussed but not recommended for adoption in the Rates and Charges Study **at this time**, staff considered whether it should "sell" those hangars which will revert to the City's ownership in the coming years, rather than lease them at a facility rate. It has been argued that selling such hangars would allow the City to immediately realize the present value of a facility lease such that revenues are available to fund the City's ACIP obligations. **There are several potential issues with this approach.** First, this practice does not appear to be common in the industry and we have not found examples of other airports selling facilities to private parties and granting an ongoing ground lease. Second, staff suspects that the terms of such a sale would impair the hangars' marketability; for example, the City would need to make clear that a purchaser's rights are in all respects subordinate to the ground lease on which the hangar sits. Third, there may be substantial opportunity costs with such a transaction. A sponsor-owned hangar lease is typically month-to-month or year-to-year, allowing the City to pursue other development opportunities should they be in the public interest. We suspect that selling the hangars would require the City to also execute long-term ground leases, potentially as long as 50 years, which forecloses any flexibility the City may have in developing the

Airport in a different manner in the future. The City Council does not need to make a decision on this issue at this time, as additional hangar facilities will not revert to the City's ownership for some time. For planning purposes only, the attached pro forma anticipates a rental rate of \$0.34 per month per square foot for facilities anticipated to revert over the rate-setting period.

FISCAL IMPACT

The staff recommendation is expected to build an airport reserve of approximately \$720,000 in 2030, representing 21% of the Sponsor Participation of Uncompleted Projects (i.e., the total amount that the City will be expected to contribute under the full ACIP adopted via the Master Plan through 2038).

CONCLUSION

It is our recommendation that EXHIBIT A (Consolidated Fee Schedule) associated with Title 3.15 of the Heber City Municipal Code, Revenue and Finance, be approved.

ACCOUNTABILITY

Department: Airport
Staff Member: Travis Biggs, Airport Manager

EXHIBITS

1. EXHIBIT A – AIRPORT FEES
2. Heber Valley Airport Rates & Charges Study (August 2, 2024)
3. Pro Forma Capital Reserve Projections

EXHIBIT A – AIRPORT FEES

SERVICE	FEE
Airport Apron Ground Lease – Lease Entered into After Jan. 2025	\$0.25 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease – Lease Entered into After Feb. 2015	\$0.42 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned: Hangar Row)	\$2,000 per month Effective 01/01/2025
Automotive Parking Fee (City-Owned Property)	\$100 per vehicle per month Effective 01/01/2025
Aviation Trailers, i.e. Glider Trailers	\$60.00 per year Effective 01/01/2021
Commercial Aeronautical Permit Fee (Gross Sales <\$100,000)	\$100 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales \$100,00 to \$1,000,000)	\$1,000 Effective 01/01/2025
Commercial Aeronautical Permit Fee (Gross Sales > \$1,000,000)	\$2,000 Effective 01/01/2025
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car / Transportation Network Company)	10% of Gross Income Effective 01/01/2025
Fuel Flowage Fee	\$0.05 per gallon
Landing Fees (Transient Aircraft)* = to & > than 8,000 lbs. MTOW	\$5.00 per 1,000 lbs. MTOW equal to and greater than 8,000 lbs. Effective 01/01/2025
Landing Fees (Transient Aircraft)* = <8,000 lbs. MTOW	\$5.00 Effective 01/01/2025
Proximity Gate Access Card	\$0.00 – Hangar owners – (additionally requested access \$40/yr, i.e. employees) \$40.00/yr – Subtenants & Non-Hangar Owners (i.e. glider pilots, balloon pilots, etc.) \$20.00 – Short-term access (i.e. contractors, air attack crews, etc.) \$60.00 – Lost gate card/replacement (Registered based aircraft 1/2 off) Effective 01/01/2021

* Any aircraft not recognized by the state of Utah as currently registered and based at the Heber Valley Airport is considered a transient aircraft.