

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

**February 11, 2025**

**6:00 p.m. – Regular Meeting**

-Time and Order of Items are approximate and may be changed as Time Permits-

Public notice is hereby given that the monthly meeting of the Heber City Planning Commission will be in the Heber City Office Building, 75 North Main, South door, in the Council Chambers upstairs.

**1. Regular Meeting:**

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance: By Invitation
- IV. Prayer/Thought by Invitation ( )
- V. Recuse for Conflict of Interest

**2. Consent Agenda:**

- I. 01.14.2025 PC Draft Minutes for Approval

**3. Action Items:**

- I. Public Hearing to Consider an Atlas Telecommunications Tower MDA Proposal (Jacob Roberts)

**4. Work Meeting:**

- I. Discuss Body Art Facilities in Commercial Zones (Planner Jacob Roberts)

**5. Administrative Items:**

- I. City Council Communication Item
- II. 2025 PC Training:  
The Planning Commissioners will need one hour of training from the link below to fulfill four hours for 2025.  
As you complete your training please email Meshelle Kijanen with the Code or Codes where you took your training from:  
Any Parts 3 through 6:  
[https://le.utah.gov/xcode/Title10/Chapter9A/10-9a.html?v=C10-9a\\_1800010118000101](https://le.utah.gov/xcode/Title10/Chapter9A/10-9a.html?v=C10-9a_1800010118000101)

**6. Adjournment:**

Ordinance 2006-05 allows Commission 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 Meshelle Kijanen at the Heber City Offices at 435.657.7898 at least eight hours prior to the meeting.

Posted on 02.06.2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at [www.heberut.gov](http://www.heberut.gov), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, UT 84032**  
**Heber City Council Meeting Amended**  
**January 14, 2025**

**DRAFT Minutes**

**6:00 PM – Regular Meeting**

**1. Regular Meeting: Amended**

I. Nominate a Chairperson and Vice-Chairperson for a Two-Year Term

Commissioner Dave Richards nominated Commissioner Phil Jordan for the position of Chairperson, and Commissioner Tori Broughton for the position of Vice-Chairperson.

Commissioner Richards expressed that this was intended to be a vote of confidence in both Commissioner Jordan and Commissioner Broughton. Commissioner Broughton commented that she was very dedicated to the Planning Commission and would always be at the meetings.

**Voting Aye:** Commissioners Richards, Jordan, Broughton, Darek Slagowski, and Josh Knight.

**Voting Nay:** None.

Motion passed and Chairman Jordan and Commissioner Dennis Gunn switched seats on the dias.

Planning Manager Jamie Baron clarified that Commissioner McKinley was welcome to sit with the Commission, but could not be a voting member of the Commission until he completed the mandatory training session.

Chairman Jordan thanked the Commission for their vote of confidence and expressed that he was grateful to all of them. He said that the Planning Commission's job was to represent the public in the interest of planning the City, and he thought that all the Commissioners did a great job of doing so with their various backgrounds.

Chairman Jordan introduced Commissioners Richards, Slagowski, Knight, Gunn, and Broughton, and then introduced Robert McKinley, who was their newest member.

Commissioner McKinley shared a little bit about his background, and noted he had lived in Heber City for about a year and a half. He said he had spent most of his career in Kansas City, where he worked in labor and employment law. He said that he originally had intended to retire, but he had been recruited to be a judge, which was his current role. He said that when he lived in Missouri he had worked as legal counsel for several municipalities, and so he had knowledge of the process from both ends. Commissioner

McKinley stated that he had expertise in this area and would be able to serve the public through serving on the Commission, though he also intended to mostly listen in the beginning and observe how the Commission operated.

## II. Call to Order

Chairman Phil Jordan called the Planning Commission Meeting to order at 6:10 PM and welcomed everyone present.

## III. Roll Call

### **Planning Commission Present:**

Chairman Phil Jordan  
Vice-Chairwoman Tori Broughton  
Commissioner Dennis Gunn  
Commissioner Josh Knight  
Commissioner Dave Richards  
Commissioner Darek Slagowski  
Commissioner Robert McKinley

### **Planning Commission Absent:**

Commissioner Robert Wilson

### **Staff Present:**

Planning Manager Jamie Baron  
Planner Jacob Roberts  
Planning Office Admin Meshelle Kijanen  
City Engineer Ross Hansen

### **Staff Participating Remotely:**

N/A

### **Also Present:**

Kent Shelton, Richard  
Briegtenbecker, Layton Quick, Luke  
Searle

### **Also Attending Remotely:**

EDA, Robert, Z, Luke S, Dustin Grabau

## IV. Pledge of Allegiance: By Invitation

Commissioner Gunn led the recitation of the Pledge of Allegiance.

## V. Prayer/Thought: By Invitation

Commissioner Richards shared a prayer.

## VI. Recuse for Conflict of Interest: N/A

## **2. Consent Agenda:**

### I. Approval of 12.10.2024 PC Draft Minutes

### II. Approval for the 2025 Planning Commission Schedule

Commissioner Jordan noted that the last planned meeting of the year was December 23rd and he asked if they could move that date. Planning Manager Baron replied that they could cancel the meeting, but not change the date.

Commissioner Knight asked why they only had one meeting in November, and it was discussed this was due to Veteran's Day. Commissioner Knight noted that if they only had one meeting in November, they could not cancel another meeting in December. The Commission briefly discussed their options and decide to leave the schedule as it was for the time being.

Commissioner Richards circled back to the recusal for conflict of interest and asked Chairman Jordan to clarify what constituted a conflict of interest. Commissioner Richards pointed out that they lived in a small town and personally knew many of the people who came before the Commission. Chairman Jordan stipulated that he was not a lawyer, but explained that essentially whenever there was an agenda item in which it could be construed that a Commission member would receive a financial or other kind of benefit from that decision, then that Commissioner should recuse themselves from that item. Commissioner Richards clarified it generally related to a financial benefit.

Commissioner McKinley added that the Commissioners should also disclose when they had a family member involved in whatever the business manner was, but there was no legal basis for that and added that it did not necessarily mean they needed to recuse themselves from the item. Planning Manager Baron added that if there was ever an agenda item in which the Commissioner felt that they would be unable to have an unbiased opinion on an item, they should recuse themselves as well.

**Motion:** Commissioner Gunn moved to approve the items on the Consent Agenda. Commissioner Knight made the second.

**Discussion:** N/A

**Voting Yes:** Commissioner Gunn, Commissioner Richards, Commissioner Slagowski, Commissioner Knight, Chairman Jordan, Vice-Chairwoman Broughton.

**Voting No:** None. The Motion Passed 6-0.

### **3. Action Items:**

- I. Consider a recommendation for the Red Rock Annexation, located at 2276 S DANIEL RD (Jamie Baron)

Planning Manager Baron provided an overview of this item and indicated that a representative of the applicant, Robert Hicken, was present that evening to speak to the Commission. Planning Manager Baron indicated the location of the property and explained the applicant wanted to annex their property into the City as an industrial use. Planning Manager Baron then went over the petition process and stated they had completed the 30-day period for certification and protest, and were currently under review and recommendation from the Planning Commission before the item passed to the City Council for a final decision.

Planning Manager Baron said that the General Plan did identify this area as industrial, although it was intended for more business-type storage rather than heavy industrial. He added that the application was within the policy plan. He also shared images of the actual plat and indicated where the City's easements were located on the parcel. He shared that further in the future, if the parcel was annexed, the City ultimately would want to put a road on the property to ensure better access. Planning Manager Baron added that the City wanted to have the Daniels Road right-of-way dedicated to Heber, and have Daniels Road upgraded to be a major collector road if the property was annexed. Planning Manager Baron also expressed that the City would have to work with Daniel Township to determine the maintenance of the property. He asked if there were any questions.

Chairman Jordan asked if the applicant wished to speak. Mr. Hicken shared an overview of his plan.

Commissioner Richards asked for clarification of the lot size and Mr. Hicken replied it was 31 acres.

Commissioner Richards expressed that Mr. Hicken's company was a great asset to the Valley and said he employed a lot of people in the community, so he wanted to be able to help them out as much as possible. Commissioner Richards recalled when they had previously discussed this issue, there had been some concern about industrial areas in Daniel. Commissioner Richards asked if those concerns had been addressed for the residential neighbors that were located adjacent to the property.

Planning Manager Baron replied that Daniel was developing more industrial areas, including the CMC plant. He added there were some neighbors who might have an issue with more industrial areas coming in, although if the applicant wanted to build anything that was outside of the zoning guidelines then they could have a conversation about that. Commissioner Knight noted that the applicant had done a lot of landscaping work in the front of the building, including planting native grasses and trees. Commissioner Knight asked what the current zone for the property was in the County and Planning Manager Baron stated it was industrial. Planning Manager Baron elaborated that currently, the property used a septic system and a well, so in the future they would be limited with how much they could do unless they sought City services. Planning Manager Baron explained it would be advantageous for the property to utilize City services so that they could continue to expand.

Mike Johnston introduced himself as a civil engineer for a company called Atwell. He clarified that he was not speaking on behalf of the City Council and expressed he had great respect for the Planning Commission and their recommendation on this item. He

stated that he had recused himself from this item every time it had come before the City Council since the applicant was a friend of his. Mr. Johnston stated that he wished to offer his thoughts as an engineer who was interested in Heber City. Mr. Johnston explained that the applicant wanted to expand and add a corporate office, and he recounted how he had counseled the applicant to seek annexation into Heber since it would be both cost-effective for the applicant and provide valuable land to the city. Mr. Johnston opined this land was important to improve the frontage of Heber City, and he noted there was already a sewer main and a water main that serviced fire protection for the property, so it made sense to ask for annexation now. He added this was a huge employer in the County, so the benefit to the City from annexation would be property tax and sales tax.

Commissioner Richards stated that he wanted to meet with Heber City's Engineering department and asked City Engineer Ross Hansen for his thoughts. City Engineer Hansen said that he wanted to go through the comments list, since he had not yet been able to view those comments. There was a brief conversation about which items on the comments list were of interest to the Commission and the Engineering department.

Mr. Johnston identified number four on the list, which stated that the owner possibly needed to engage Daniel into an operation and maintenance agreement, and questioned if that made sense. He also questioned the advisability of item number five, which called for a connector road between Daniels Road and 390 West. Planning Manager Baron clarified that the document was a list of Staff's recommendations, not their requirements. Planning Manager Baron elaborated that the Staff's recommendation was that there be a connecting road in the future if the property was to be annexed.

Mr. Johnston recalled that there was a 16-foot strip that connected Power Industrial to Daniels Road, and stated that when the City had acquired Power Industrial their acquisition included that strip, which he clarified was 16-feet wide and 1300-feet long. Mr. Johnston said that the City had not turned that strip into a road, although they owned it. City Engineer Hansen replied that he did not know the history of that particular parcel and if it was ever intended to be a road, but said the concern with the current property in question was that the City owned a strip of land that ran directly through the applicant's property and could accommodate a road. Planning Manager Baron provided more context about the history of the 16-foot wide parcel that Mr. Johnston had discussed, and said at the time that the City had purchased Power Industrial in 1999, there had been no need for a road, and he said that he had experienced difficulty in resolving the issue over the years.

Mr. Johnston stated that the City should not have a requirement for the applicant to build a public road; rather, he thought the road should be built at the applicant's discretion if and when he needed it. Commissioner Broughton asked how far the property extended and Mr. Johnston clarified the parameters of the property. Mr. Johnston emphasized that there was no current need for a road; the only reason there would be a road would depend on what the applicant chose to do with his subdivided lots. Planning Manager Baron explained that the City only wanted the applicant to build a road as the area developed. Mr. Johnston asked how the City planned to clarify that and Planning Manager Baron replied that they could include quantifiable language in the requirements. Chairman Jordan added that they could include language in the

motion that stipulated that the Planning Commission would work with the applicant as the parcels were subdivided and developed.

Mr. Johnston summarized that overall, he was fine with the list but had wanted to go through the recommendations in public with the Planning Commission since some of the items on the list were new compared to the original findings and conditions.

Commissioner Gunn expressed that the Planning Commission did not want to throw anything on them that they were not prepared for, and said they usually went through a different process of gathering feedback from all the involved parties.

City Engineer Hansen commented that all the recommended items on the list had been added to CityWorks two weeks prior. Commissioner Gunn noted that CityWorks was a new platform that the City was using, and opined that the onus was on the City to inform the applicant about how they could have found those comments. There was a brief conversation about the appropriateness of posting City comments on CityWorks in which Commissioner Gunn reiterated his position that the City should make clear to their applicants when they changed their formats. Chairman Jordan asked if the City would be doing internal reviews rather than contractor consultants moving forward, and Planning Manager Baron replied that for the past year, most of their reviews had been done internally. Planning Manager Baron said that using this new format was easier for the City to manage. Commissioner Gunn replied that made sense, but still felt that there should be an easy way for the applicant to access the comments prior to the meeting.

Mr. Johnston stated that he had not received the comments from CityWorks prior to the meeting. Planning Manager Baron said that the main concern was determining the parameters that would necessitate a road. Chairman Jordan said they would add language about that in the motion that evening. Chairman Jordan also clarified the process as to how the applicant would access notes in CityWorks, and said it seemed to him that the part which was lacking was an official report from the City to the applicant. City Engineer Hansen explained how the applicant could access comments within CityWorks and said the Engineering department could send out a more official report with the same information, if that was something the Planning Commission wanted. Chairman Jordan did not think that was necessary. Commissioner Gunn said the City just needed to ensure that applicants were aware of any updates to the format.

City Engineer Hansen asked if the Planning Commission wanted to see comments from all the departments, or just from Engineering. Commissioner Gunn said he did not think they needed all departmental comments, but explained that the Planning Commission was used to having a summarized report from Engineering, which was important because the Commissioners referenced that report when they made their motion. Commissioner Gunn said due to that, it was important that the applicant have access to the Engineering requirements prior to the Commission meeting. Commissioner Gunn and Planning Manager Baron continued to discuss how they needed to have clear communication before the meeting so that all parties- the Commission, applicant, and Staff- were on the same page.

**Motion:** Commissioner Gunn made a motion to forward a positive recommendation to the City Council for approval for the annexation of Red Rock Annexation, located at 2276 S Daniel Road, subject to the findings and conditions in the Staff report and the comments from the Engineering Department, and subject to the wording on the road being worked out with the property owner and City in the future.

Commissioner Knight asked if that was okay with Mr. Johnston and seconded the motion.

**Discussion:** Commissioner Slagowski asked if they needed to include the point about not having to contact Daniel Township about the road, and Commissioner Richards noted that was included in the comments under item number four. Commissioner Richards read item number four.

Chairman Gunn asked if Staff had comments about that amendment and Planning Manager Baron noted that Daniel owned a portion of the road, which was why there was language in the item stating that the City and property owner needed to engage Daniel in the process of developing the road. Mr. Johnston felt it was more complicated than that, and asked if Heber would be operating and maintaining the road even though it was under the jurisdiction of Daniel. Commissioner Richards stated that the item just stated that the property owner needed to engage Daniel, and felt there was no question that Daniel and Heber would need to work together. Planning Manager Baron replied that he thought if someone wanted to annex into the City, the onus was on the applicant to work out the issues, not the City. Planning Manager Baron pulled up the map to indicate the boundaries of Heber and Daniel Township.

Commissioner Richards clarified that Planning Manager Baron was requesting that the applicant work with Red Rock and Daniel for the road, and Planning Manager Baron replied that the City suggested that the applicant needed to facilitate discussion there in order to get the annexation to function properly. Planning Manager Baron said he did not feel that work should be the responsibility of Heber City Staff.

Commissioner Gunn asked why Heber would maintain the road, if the road was not being annexed into the City. Planning Manager Baron replied that the parcels owned by Heber extended into the middle of the road, per the County maps. Commissioner Richards said that on their maps, it looked like the parcels extended all the way to the end of the road, but expressed he was not sure what was correct.

City Engineer Hansen stated that the parcels being annexed into Heber extended into Daniel territory. He added that the parcel boundary was different than the annexation boundary because the City could not incorporate land that was part of Daniel corporation. He said that regardless of the annexation boundary, the deed of the parcel itself extended to the end of the road. Commissioner Richards said that he understood the issue, but felt that there needed to be a counsel with Daniel involved to figure out the issue, since neither the applicant nor the City Staff were sure of what the right way to resolve the issue was. Commissioner Gunn thanked Commissioner Richards for his comments, and added that it seemed to him that Daniel should be responsible for the road.

Chairman Jordan confirmed that the requirement for the applicant to meet with Daniel to

determine the road maintenance was included in the comments.

Commissioner Gunn confirmed with Planning Office Admin Kijanen that he did not need to repeat his initial motion, and stated that he wished for his motion to stand, plus the amendment which omitted the portion about the road maintenance.

Commissioner Knight stated that his second of the motion still stood.

**Voting Yes:** Vice-Chairwoman Tori Broughton, Commissioner Dennis Gunn, Commissioner Josh Knight, Commissioner Dave Richards, Commissioner Darek Slagowski

**Voting No: none.**

**The motion passed 5-0.**

II. Consider a recommendation for the Wasatch County Administration Building Annexation, located at 3725 Lake Creek Rd. (Jacob Roberts)

Commissioner Knight was excused from this item.

Planner Roberts led this agenda item and introduced Mr. Richard Briegtenbebker, who was there on behalf of the County. Planner Roberts stated this was a recommendation for the Wasatch County Administration Building to be annexed, located at 3725 Lake Creek Road and shared some visual aids to orient the Commissioners. Planner Roberts reported that the General Plan designation for the area was agricultural preservation and open space, though the General Plan did not consider locations for future public facilities. Planner Roberts added that the proposed zone for the area made sense, if it were to be annexed into Heber City. Planner Roberts also indicated that this parcel would potentially be affected by the planned bypass road.

Mr. Briegtenbebker expressed he was happy to discuss any questions or comments that the Planning Commission had. Commissioner Richards stated he did not have access to a comment summary about this item, and there was a brief conversation about how the comments could be accessed. Mr. Briegtenbebker said that he had seen the summary and did not have a substantial issue with any of them, but expressed confusion as to if they were recommendations or requirements from the City. Mr. Briegtenbebker said that the County's preference would be to agree to discuss the items in the future, but he did not want to commit to specific things at this time. Commissioner Gunn said that the Planning Commission would just need an agreement from the applicant that they would work with the City on the identified issues in order for the Planning Commission to issue a positive recommendation.

City Engineer Hansen offered the Engineering Department's reasoning for the items listed in the comment summary. He said that the applicant could work with the City Staff during the MDA process. Planner Roberts added that he understood the Engineering Department wanted to identify the issues as early as possible; it did not necessarily mean that every issue needed to be resolved prior to annexation. Commissioner Gunn agreed and stated that the Planning Commission always wanted to

back up the recommendations of Staff, but expressed how important it was that the applicant have access to all of the comments prior to the Planning Commission meeting.

Commissioner Broughton asked about discrepancies in the site plans and Mr. Briegtenbebker replied that they had not yet finalized their site plan, in part because they were trying to ensure that they accommodate UDOT.

Mr. Luke Searle commented about the building and explained that it was being designed to accommodate new Council chambers.

Mr. Briegtenbebker added that they had also included plans for more parking, but needed to coordinate with UDOT because the planned realignment of the adjacent road might impact some of the parking lot. He said they would also have to ensure that there were safe ways for pedestrians to cross the road.

Commissioner Gunn asked if the County would be willing to work with Heber on their CRA, or had any interest in supporting some of the initiatives that Heber was working on in their downtown area, if Heber City annexed this land. Planner Roberts pointed out that this administrative building would be beneficial for all parties involved, and said the main advantage for Heber City was that it would align with their Envision Heber plan. Planner Roberts elaborated that although there were not immediate tax benefits for the City, the annexation would facilitate their long-term goals.

Commissioner Gunn spoke about the need for more parking, particularly in light of the Winter Olympics that would be held in 2034. Planner Roberts agreed they would have to come up with some creative solutions for the parking that they would need to provide. Commissioner Gunn said that both Heber City and Midway would benefit from having a festival parking area, and thought that was a conversation they needed to have with UDOT.

Commissioner Broughton asked what the number of parking spaces currently were. Mr. Briegtenbebker said there was a traffic study which provided some sense of the number of parking spaces, but he did not currently have a final number since the building layouts were not finalized. Commissioner Broughton also asked what the plans for the rest of the property were and Mr. Briegtenbebker said that they were still pursuing several options and did not have a specific plan for the area yet. Commissioner Broughton also asked about open space and Mr. Briegtenbebker said he did not know how much open space there was.

Commissioner Broughton asked Planning Manager Baron if there was a way to tie the agreement to the fire and utilities station, and Planning Manager Baron said he did not know if that would be possible. Commissioner Broughton clarified that the annexation would give the land to Heber City, though the County would own the physical building and Planning Manager Baron said that was correct. Planning Manager Baron said the City Staff had also raised this point to the County and there had been discussions about what was best to do with the ownership of the building. Commissioner Broughton also asked why there was not an existing MOU or MDA with the County for this land and Planning Manager Baron explained that this was land that the County had not yet purchased.

Commissioner Gunn noted that the plan was to move some County offices to another

site, and asked if the County would consider selling the the current County courthouse site to Heber City. Planning Manager Baron said that was something they could negotiate with the County, and possibly include a first right-of-refusal clause. Planning Manager Baron said the details of that agreement would be legislative, however, so he could not provide more detail about that option and added that it would be unorthodox that language into the actual MDA.

Commissioner Gunn said it was his understanding that the conversation about that had already started with the Council and Planning Manager Baron said that it had. Commissioner Broughton said her recommendation to the City Council would be to continue that conversation, but it would not be a stipulation or requirement from the Commission.

Commissioner Broughton expressed that she appreciated the idea of moving the land to either open space or farmland, and thought it was important that Heber City stay true to their agricultural roots.

Mr. Briegtenbebker then discussed their finance plan and indicted that they anticipated funding from IDA, which would allow them to avoid having to add to the property tax burden on Heber City taxpayers. Commissioner Gunn thought this was a much needed building and expressed the opinion that this was a win-win for the County and City.

Planning Manager Baron recommended that the Commissioners include language about first right-of-refusal in the motion. There was a short discussion about if this was appropriate, and Commissioner Gunn reminded the Commission that they were just a recommending body, so it would be okay. Mr. Briegtenbebker asked if that could be listed as an item to be resolved in the MDA. Commissioner Richards said the City wanted the opportunity to negotiate the sale, but he did not want the City to be saddled with the right of first refusal since that could impact the price of the sale of the property.

**Motion: Commissioner Gunn made a positive recommendation to the City Council for the annexation of the Wasatch County Admin Building, subject to all findings and conclusions outlined in the Staff report, as well as the condition that the County and City work toward the City being given the opportunity to purchase the property as well as the property to the west, where the Council chambers were located.**

**Commissioner Slagowski made the second.**

**Discussion:** Chairman Jordan noted that a member of the public had raised their hand. The member of the public made a comment, but it was unintelligible due to their distance from the microphone. Chairman Jordan thanked them for their comment.

**Voting Yes:** Vice-Chairwoman Tori Broughton, Commissioner Dennis Gunn, Commissioner Josh Knight, Commissioner Dave Richards, Commissioner Darek Slagowski

**Voting No: none.**

**The motion passed 5-0.**

III. Removed from Agenda Public Hearing for proposed amendment to the Annexation Policy Plan (Tony Kohler)

**4. Work Meeting:**

I. Telecommunications Text Amendment (Jamie Baron)

Planning Manager Baron introduced this item and explained that the purpose of this evening's discussion was to solicit feedback from the Planning Commission so that they could move to a public hearing.

Planning Manager Baron listed the proposed modifications, including that the cell tower footage be modified from 35 feet to 120 feet. He elaborated that the greater height would positively impact the tower's ability to broadcast and give it a wider radius. He reported that the City Council had held a discussion about this and were in favor of a height of 60-80 feet. Planning Manager Baron explained that the advantage of the taller tower would also allow for multiple providers to be on the same tower.

Planning Manager Baron added that another proposal the applicant made was to permit mono-poles in all zones, and explained they were currently not permitted in residential zones. Lastly, the applicant wanted to allow for up to three providers on a single tower, although the Heber City Code currently allowed for only two providers on a tower.

Planning Manager Baron explained the locations that the applicant was hoping to reach and noted that there were some parts of Heber City that did not have cell service.

Mr. Larson Quick introduced himself and identified that he was a developer who was there to represent the cell tower company. Mr. Quick explained that the goal was to provide options other than stealth sites, which was the reason that they had suggested mono-poles be allowed as that would be less limiting than only permitting stealth sites. He also explained the advantage of having greater heights on the poles, which would allow for farther reach.

Commissioner Richards asked about an 80-foot tower and Mr. Quick said that was a general baseline, and would generally allow for reach over tall buildings, trees, and other obstacles. Commissioner Richards asked about dropping the height from 120 feet to 80 and Mr. Quick replied he was not sure of the change to the coverage, but expressed that the main issue would be that less providers could go on the towers. Mr. Quick elaborated that each provider had their own antennas on the tower, which was the reason that the tower would need additional height.

Commissioner Gunn opined that a 120-foot tower was not an issue with him, as long as it was located out of the way of the downtown area. He expressed that it was more important to him where the towers were going to be located. Commissioner Richards asked if towers that were located at higher elevation needed to be 120-feet as well, and Mr. Quick explained that they did not need all towers to be 120 feet; they just needed that to be the maximum height. Mr. Quick confirmed that towers positioned at higher elevation did not need to be as tall.

Commissioner Richards clarified that not all towers would be 120 feet and asked if the Commission would be able to negotiate the height of individual towers. Planning Commissioner Baron said that they could not control that, and said if the City allowed for

a maximum height of 120 feet for the towers then they could be placed anywhere in the City.

Commissioner Gunn asked if they could prohibit the 120-foot towers in only the C-3 zone. Commissioner Richards agreed there had to be language which could limit towers in certain areas. Planning Manager Baron said they could regulate tower height by zone, or another option would be to regulate tower height by proximity to certain areas, such as the airport. Commissioner Gunn thought they should not allow towers to be located too close to the downtown area.

Commissioner Gunn clarified that the taller each pole was, the less poles overall would be needed in the City since taller towers could accommodate more providers. Commissioner Richards expressed caution that the residents whose view was taken up by 120-foot towers could be unhappy.

Commissioner Gunn opined that the stealth trees were not fooling anyone anyway, and felt that they might as well just have the towers out in the open since everyone knew what the stealth trees were hiding. Mr. Quick said that their proposal did not specify which areas would have stealth trees and which areas would have mono-poles, the applicant just wanted to have the option to do both. Commissioner Richards asked how the City could regulate what parts of the City had stealth trees and Commissioner Gunn asked Planning Manager Baron if there were other Cities that dictated location of stealth trees. Planning Manager Baron replied he was not sure, but would assume that Park City had stealth requirements. Commissioner Richards pointed out that the height and design of the poles were not only aesthetic choices, but there was a safety element to consider as well.

Commissioner Broughton asked if some form of poles were allowed in all zones of the City. Planning Manager Baron replied that towers were allowed in all zones, but there were different requirements depending on the zone, and gave the example that poles could only be placed on public lands in residential zones. Commissioner Broughton asked how this permission would not turn into a race for companies to place as many poles as they could and Commissioner Gunn noted that there would be financial constraints that would inhibit the companies from placing too many poles, and did not think that excessive development would be an issue.

Commissioner Richards commented that going forward, wireless connections would become more and more popular and mentioned that was already popular in California. Commissioner Broughton asked if oversaturation would be an issue and Planning Manager Baron replied that it was possible, but unlikely since most carriers preferred to not have to build their own towers and generally added antennas to an existing tower since it was more financially viable.

Commissioner Broughton asked if there were any safeguards to prevent Mr. Quick's company from having the only access to an area. Planning Manager Baron replied that he did not think they needed to get into 'who' was leasing out the towers, as long as the towers were located in the right place. Commissioner Gunn added that another way to avoid that was if the City owned the towers, at least just in the downtown area. Commissioner Broughton asked if there was compensation for private landowners who had antennas on their property and Mr. Quick replied that the company did pay them.

Commissioner McKinley commented that this proposal was very different than what the City had done in the past and noted that some members of the City Council were in favor of stealth poles. Commissioner Richards noted that at this stage, the Commission just needed to be prepared for a public hearing on the issue, which he felt that they were. Commissioner McKinley agreed, although he noted that the applicant needed to modify their plan to some extent since the City Council was not supportive of it, so regardless of the Planning Commission's recommendation the proposal would likely not be approved by the Council. Commissioner Richards said they needed to think about their language so that they could move this proposal forward.

Commissioner McKinley asked about the future and longevity of this technology, and asked if and how it was going to change. He pointed out that the poles would be in place for the next 20, 30 years. Mr. Quick replied that cell towers had been in use for decades, so he did not think that they were going away any time soon. Mr. Quick spoke about how in larger cities like Salt Lake, there were smaller 5G towers in addition to regular cell towers, though noted that traditional towers provided for a wider range of coverage.

Commissioner Gunn opined that looking at the numbers of the cell tower heights would likely freak people out, so he directed the applicant to provide a visual representation of what a 120-foot tower would look like. He said that people needed an image so that they could conceptualize what the tower would look like. Mr. Quick said he actually had some images prepared and indicated that he could share them at the public hearing. Commissioner McKinley anticipated that most of the pushback that they would receive from the public would be from those who lived in residential areas, and thought if there were photographs that showed what the towers actually looked like it would assuage their concerns.

Commissioner McKinley circled back to the saturation question and asked how many towers were needed for Heber City. Mr. Quick said he did not know exactly, but estimated at least two more towers were needed right now. Mr. Quick said that generally, there needed to be one tower placed for every one to two miles, though this depended on how densely populated the area was and how much data they used.

Commissioner Gunn asked why C-3 had been excluded in the past and Planning Manager Baron said that had been the decision of City Council, and explained their rationale was to preserve the character of historic downtown. Commissioner Slagowski said that the advantage of placing towers downtown was that they would be concealed by buildings. Commissioner Broughton pointed out that the 50-foot base at the bottom could be a hindrance, and Mr. Quick replied that the 50-foot base was an estimate and said they did not all have to be so large. Commissioner Slagowski commented that the downtown area would also require 5G, going forward.

Commissioner Richards summarized the Planning Commission's stance and said they had enough consensus for Planning Manager Baron to draft language so they could move forward to the public hearing.

## **5. Administrative Items: N/A**

**6. Adjournment: Commissioner Broughton motioned to adjourn.**

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Meshelle Kijanen, Administrative Assistant

DRAFT Minutes | Page 8 of 8



# Planning Commission Staff Report

|                             |   |
|-----------------------------|---|
| <b>MEETING DATE:</b>        | 2/11/2025   |
| <b>SUBJECT:</b>             | Public Hearing to Consider an Atlas Telecommunications Tower MDA Proposal (Jacob Roberts) |
| <b>RESPONSIBLE:</b>         | Jacob Roberts   |
| <b>DEPARTMENT:</b>          | Planning  |
| <b>STRATEGIC RELEVANCE:</b> | Community Development   |

## SUMMARY

Atlas Tower is proposing a 69' tall telecommunications tower to be built on property owned by Heber City (parcel number: 00-0021-0538, see area map.) At present, this site is used for a water storage facility. This use would continue uninterrupted. Due to the nature of this tower, specifically the height, an MDA is required along with a lease agreement. The lease agreement has been executed and is attached here.

## RECOMMENDATION

Staff recommends Planning Commission send a positive recommendation to the City Council regarding the proposed MDA specifications as discussed here.

## BACKGROUND

Atlas desires to place its own 69 foot cell tower on a city owned lot, which is also the location of a city water tank. This proposed cell tower would house at least one anchor cell provider, with anticipation of attracting up to two other cell service providers.

An MDA is required because the proposed cell tower does not meet current city standards. Current city standards require all telecom towers to be 35' or shorter. The proposed cell tower has a total height of 69'. The proposed cell tower is located on city-owned property, but the current zoning of the property is R-1. Telecom towers are prohibited on private property under residential zoning. City property would be exempt from this stipulation.

## DISCUSSION

## Analysis

The applicant, Atlas Tower, is requesting an MDA along with the proposed telecommunications facility as current city requirements do not allow for a telecom tower that can be well utilized. In order to accommodate more carriers a taller tower is required. The proposed total height including antenna and lighting rod is 69'. A tower of this height will be able to accommodate multiple carriers and more fully serve the community. The applicant is requesting that this new height be approved in the MDA.

Current zoning of the property is R-1. Telecom towers are prohibited on private property in residential zones. As this property is city property, it is exempt from this requirement. Municipal Code outlines location requirements for telecom towers and lists "City-owned property" as the highest priority location for telecommunications facilities.

Staff recommends that this telecommunications tower be required to include a stealth design, to not cause an eyesore on the property and neighboring properties.

Staff recommends that a stipulation requiring compliance with all parts of the executed lease agreement be included in the MDA.

## FISCAL IMPACT

N/A

## CONCLUSION

In conclusion, Staff recommends approval of the MDA with the following conditions and any condition the Planning Commission may deem appropriate.

Conditions:

1. Height of 69' be permitted
2. The Tower is required to include a stealth design
3. Require compliance with all aspects of the executed lease agreement
4. All requirements and conditions of the city engineer be met

## ALTERNATIVES

### Staff Recommended Option - Approval

I move to **approve The Atlas Telecommunications Tower MDA** as presented, with the findings and conditions as presented in the conclusion above.

### Alternative 2 - Continuance

I move to **continue The Atlas Telecommunications Tower MDA** 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 3 - DENIAL

I move to deny **The Atlas Telecommunications Tower MDA** with the following findings.

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## POTENTIAL MOTIONS

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## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Jacob Roberts, Planner

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## EXHIBITS

1. Atlas Tower Proposed Plans
2. Atlas Tower Lease Agreement
3. Atlas Tower Site Map



**SITE COORDINATES**

LATITUDE: N 40° 31' 38.8308" (NAD '83)  
 LONGITUDE: W 111° 24' 2.52" (NAD '83)  
 GROUND ELEVATION: 5874'± (AMSL NAVD '88)

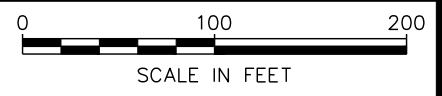
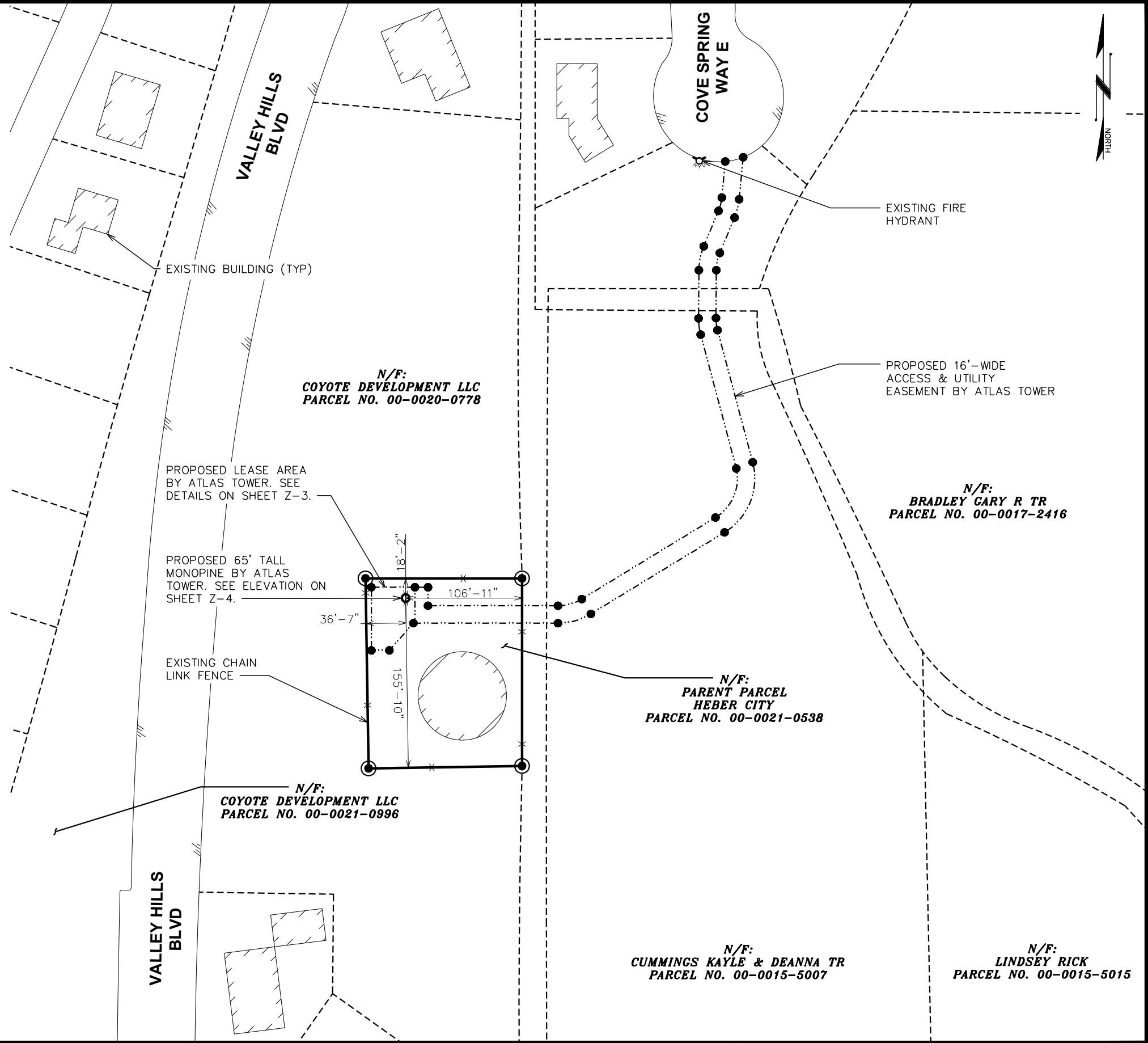
**LEGEND**

|  |                        |
|--|------------------------|
|  | PARENT PROPERTY LINE   |
|  | ADJACENT PROPERTY LINE |
|  | PROPERTY CORNER        |
|  | EASEMENT/LEASE CORNER  |
|  | EXIST. TRANSFORMER     |
|  | EXIST. UTILITY POLE    |
|  | EXIST. LIGHT POLE      |
|  | EXIST. TELCO PEDESTAL  |
|  | EXIST. METER           |
|  | EXIST. CONTOUR LINE    |
|  | EDGE OF PAVEMENT       |
|  | OVERHEAD WIRE          |
|  | BURIED FIBER           |
|  | GAS LINE               |
|  | RIGHT-OF-WAY           |
|  | FENCE                  |
|  | EXISTING TREE LINE     |

**NOTES:**

1. SITE PLAN HAS BEEN PREPARED USING AERIAL IMAGERY AND COUNTY GIS INFORMATION. FOR CORRECTIVE ACTION PLEASE CONTACT TOWER ENGINEERING PROFESSIONALS.

**AREA PLAN**  
 SCALE: 1" = 100'



**PROJECT INFORMATION:**

**HEBER HILL**

VALLEY HILLS BLVD  
 HEBER CITY, UT 84032  
 (WASATCH COUNTY)

**PLANS PREPARED FOR:**

**ATLAS TOWER**

2500 30TH ST, SUITE 304  
 BOULDER, CO 80301  
 Office: (303) 448-8896

**PLANS PREPARED BY:**

**TEP**

4700 DAHLIA STREET  
 DENVER, CO 80216  
 OFFICE: (303) 566-9914  
 www.tepgroup.net

**SEAL:**

**ZONING REVIEW**

| REV | DATE     | ISSUED FOR: |
|-----|----------|-------------|
| 2   | 10-11-24 | ZONING      |
| 1   | 04-08-24 | ZONING      |
| 0   | 02-26-24 | ZONING      |

DRAWN BY: AKP CHECKED BY: NMC

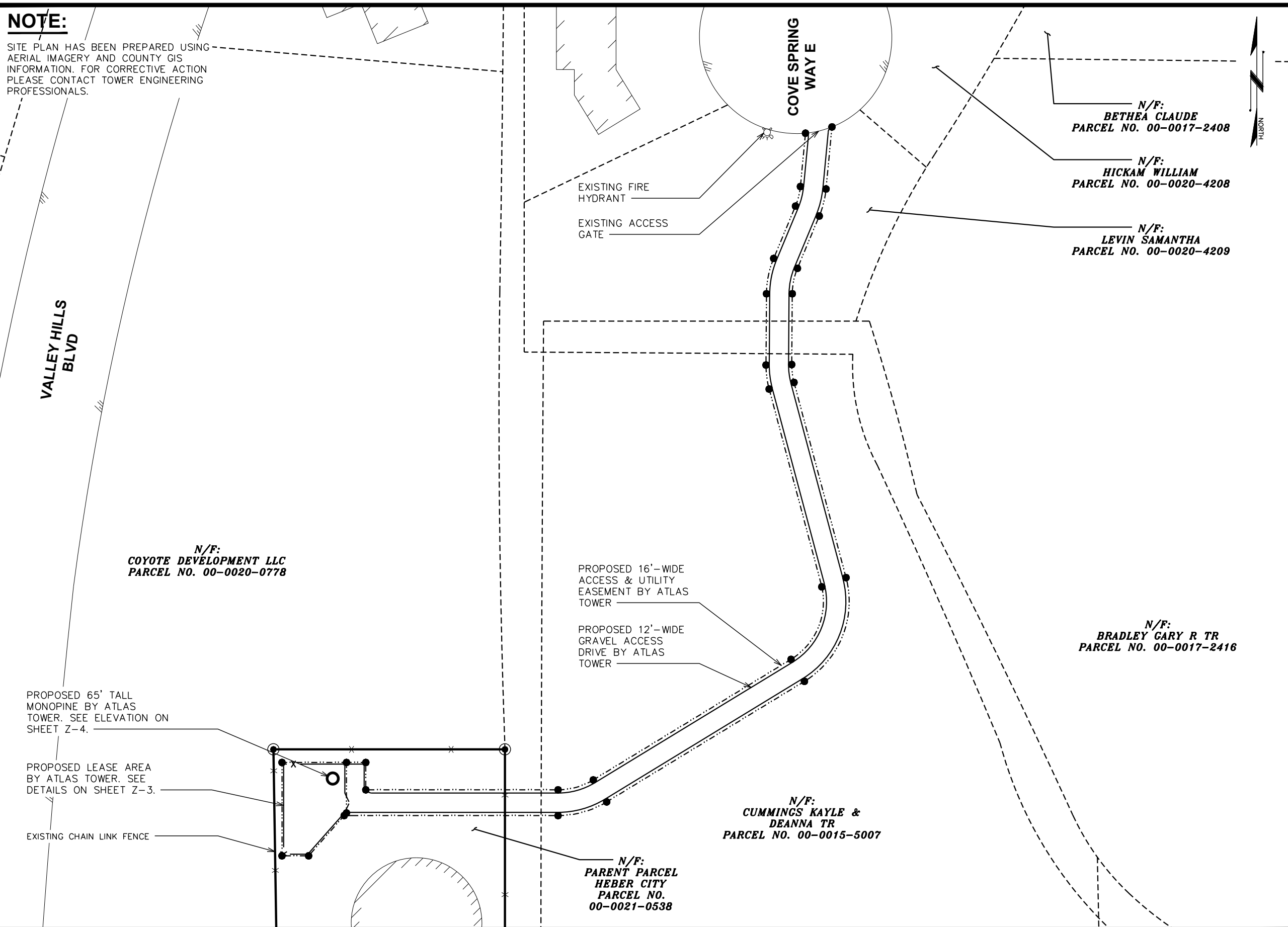
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**AREA PLAN**

**SHEET NUMBER:** Z-1  
**REVISION:** 2  
 TEP#336186.933845

**NOTE:**

SITE PLAN HAS BEEN PREPARED USING AERIAL IMAGERY AND COUNTY GIS INFORMATION. FOR CORRECTIVE ACTION PLEASE CONTACT TOWER ENGINEERING PROFESSIONALS.



PROJECT INFORMATION:

**HEBER HILL**

VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
(WASATCH COUNTY)

PLANS PREPARED FOR:

**ATLAS TOWER**

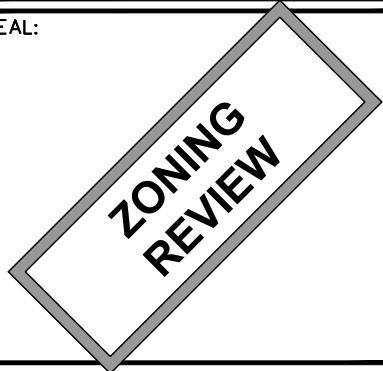
2500 30TH ST, SUITE 304  
BOULDER, CO 80301  
Office: (303) 448-8896

PLANS PREPARED BY:



4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:



| REV | DATE     | ISSUED FOR: |
|-----|----------|-------------|
| 2   | 10-11-24 | ZONING      |
| 1   | 04-08-24 | ZONING      |
| 0   | 02-26-24 | ZONING      |

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

**SITE PLAN**

SHEET NUMBER: REVISION:

**Z-2**

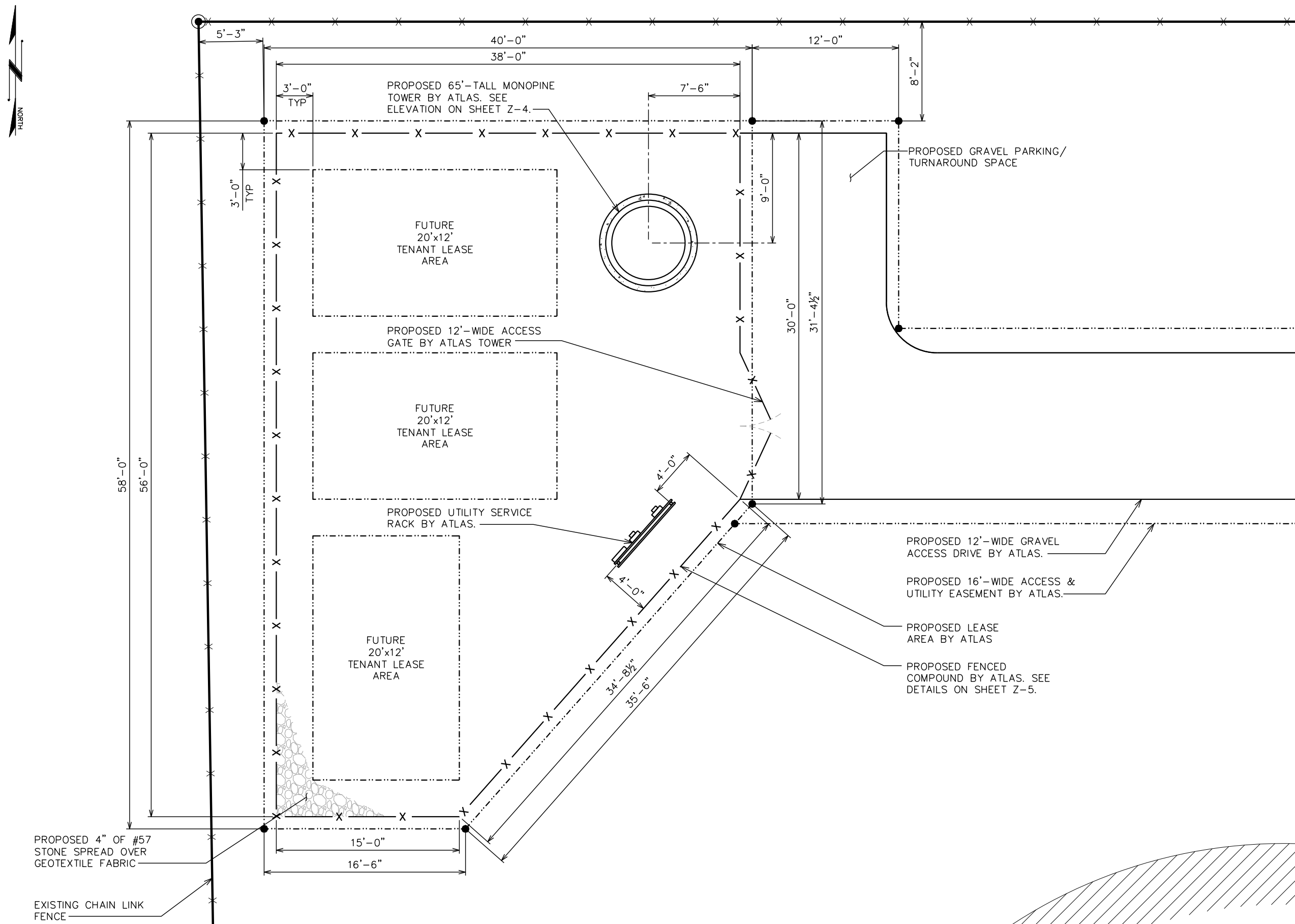
**2**

TEP#336186.933845

**SITE PLAN**

SCALE: 1" = 60'





PROJECT INFORMATION:

**HEBER HILL**

VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
(WASATCH COUNTY)

PLANS PREPARED FOR:

**ATLAS TOWER**

2500 30TH ST, SUITE 304  
BOULDER, CO 80301  
Office: (303) 448-8896

PLANS PREPARED BY:

**TEP**

4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:

**ZONING REVIEW**

| REV | DATE     | ISSUED FOR: |
|-----|----------|-------------|
| 2   | 10-11-24 | ZONING      |
| 1   | 04-08-24 | ZONING      |
| 0   | 02-26-24 | ZONING      |

DRAWN BY: **AKP** CHECKED BY: **NMC**

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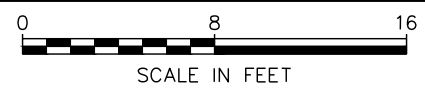
**COMPOUND DETAIL**

SHEET NUMBER: **Z-3** REVISION: **2**

TEP#336186.933845

**COMPOUND DETAIL**

SCALE: 1/8" = 1'-0"



69'-0"  
T/PROPOSED LIGHTNING ROD

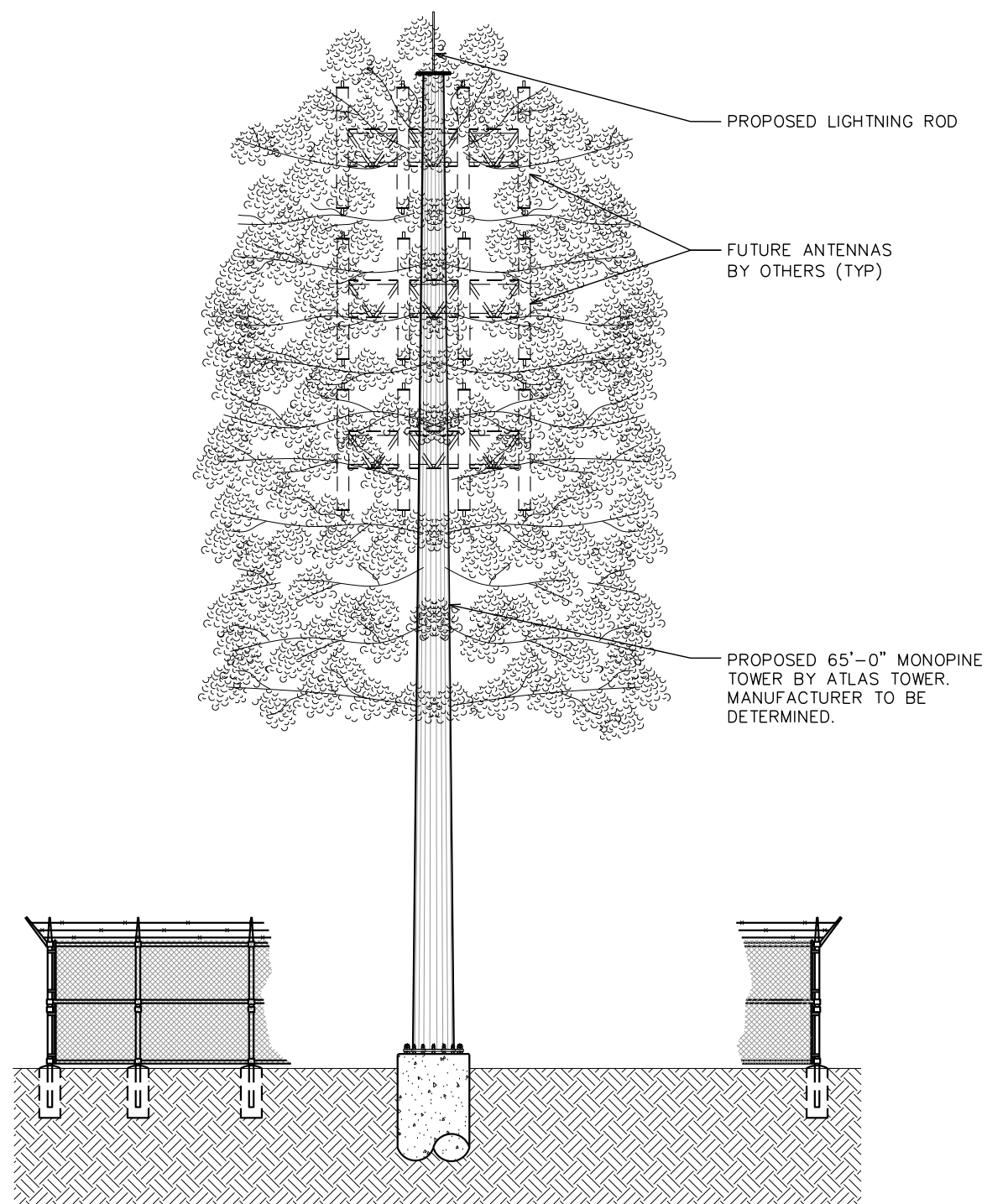
65'-0"  
T/PROPOSED TOWER

60'-0"  
CL/FUTURE ANTENNAS

50'-0"  
CL/FUTURE ANTENNAS

40'-0"  
CL/FUTURE ANTENNAS

0'-0" (REFERENCE)  
T/BASEPLATE



**TOWER NOTES:**

1. TOWER TO BE DISGUISED AS A FAUX EVERGREEN TREE.
2. TOWER SHALL BE LIT ONLY IF REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION.
3. PROPOSED COAX ROUTED INSIDE TOWER WITH HOISTING GRIPS.
4. TOWER TO INCLUDE SAFETY CABLE. DO NOT INCLUDE SAFETY CLIMB MECHANISM.
5. TOWER EQUIPMENT LOADING AND CENTERLINES ARE SHOWN FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE.

PROJECT INFORMATION:

**HEBER HILL**

VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
(WASATCH COUNTY)

PLANS PREPARED FOR:



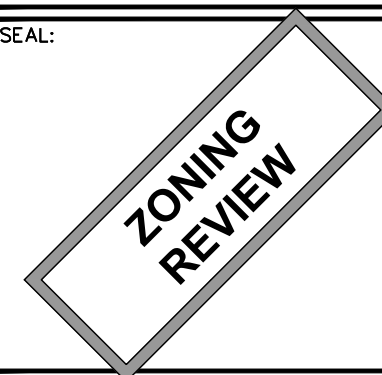
2500 30TH ST, SUITE 304  
BOULDER, CO 80301  
Office: (303) 448-8896

PLANS PREPARED BY:



4700 DAHLIA STREET  
DENVER, CO 80216  
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www.tepgroup.net

SEAL:



|     |          |             |
|-----|----------|-------------|
| 2   | 10-11-24 | ZONING      |
| 1   | 04-08-24 | ZONING      |
| 0   | 02-26-24 | ZONING      |
| REV | DATE     | ISSUED FOR: |

DRAWN BY: AKP CHECKED BY: NMC

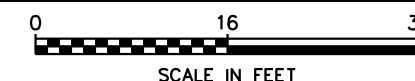
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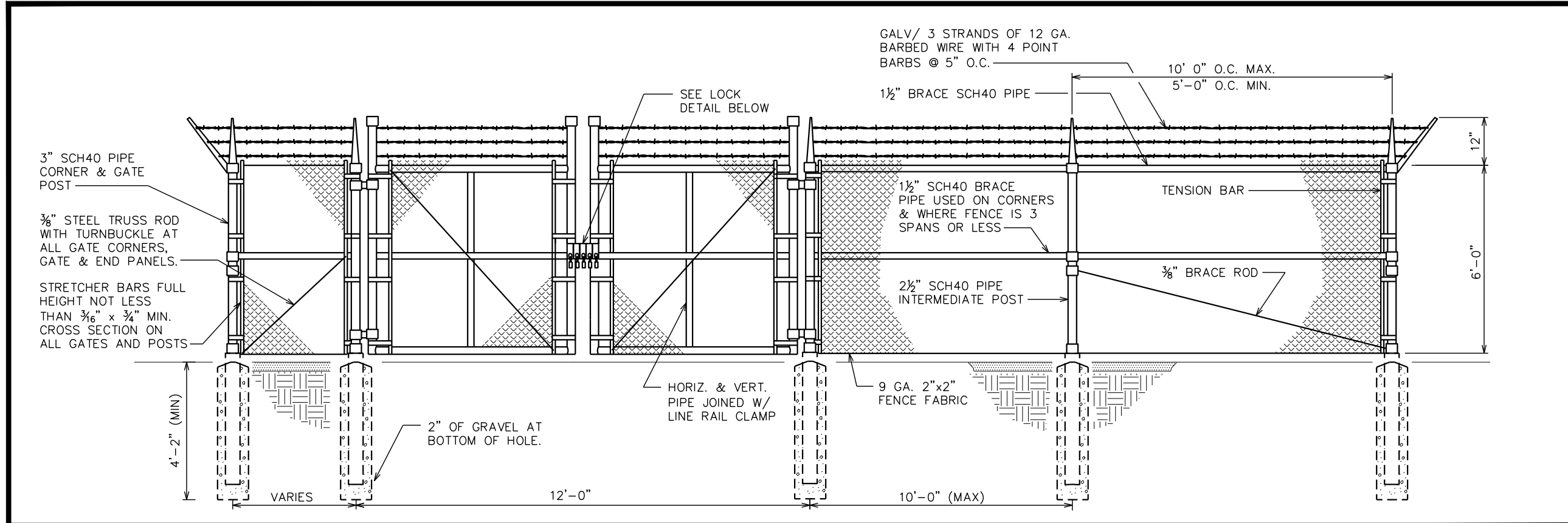
**TOWER ELEVATION**

|                             |                       |
|-----------------------------|-----------------------|
| SHEET NUMBER:<br><b>Z-4</b> | REVISION:<br><b>2</b> |
| TEP#336186.933845           |                       |

**TOWER ELEVATION**

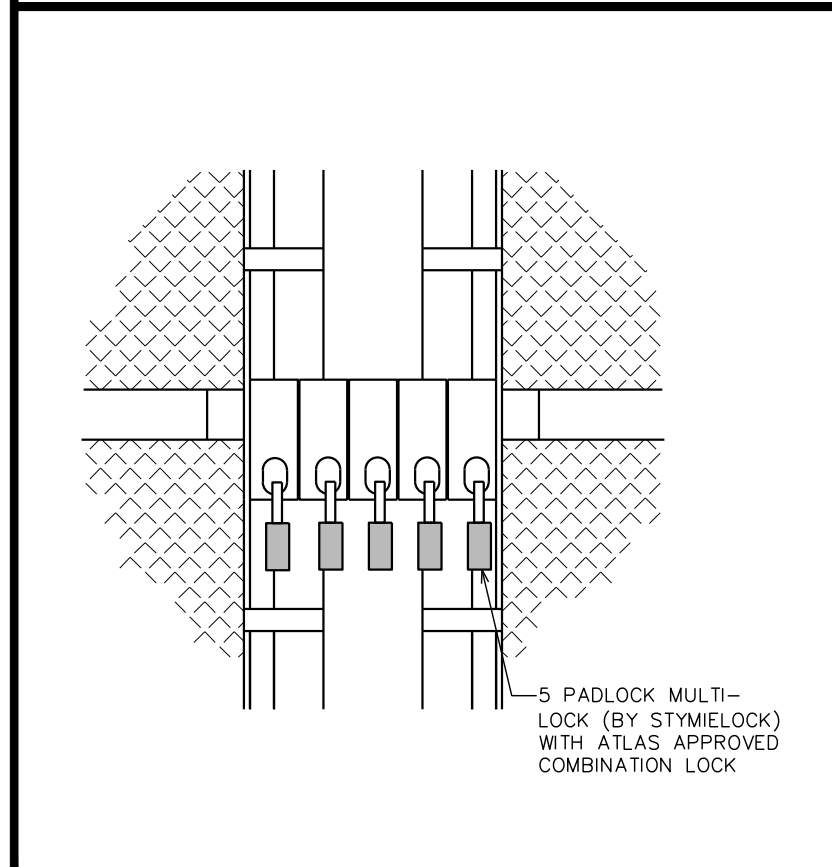
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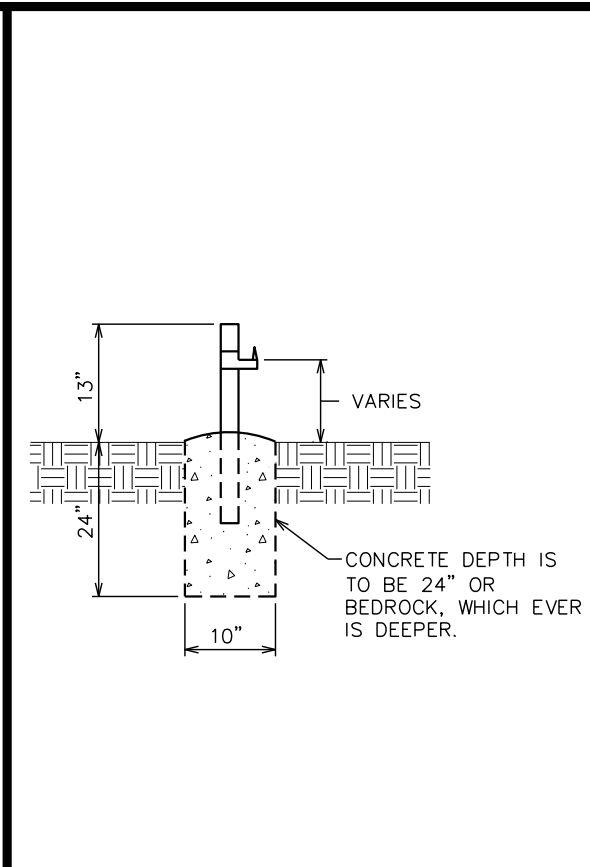
**TYPICAL FENCE ELEVATION**

SCALE: N.T.S.



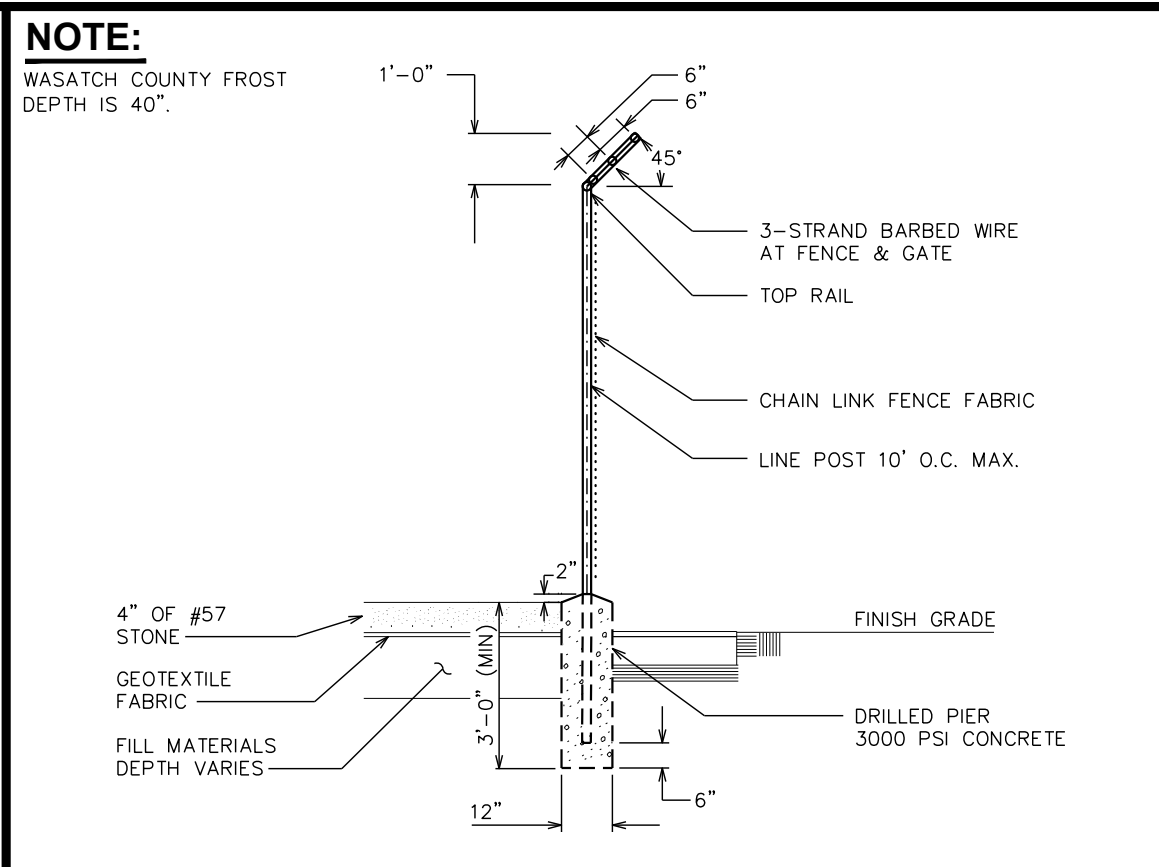
**GATE LOCK DETAIL**

SCALE: N.T.S.



**GATE STOP/KEEPER DETAIL**

SCALE: N.T.S.



**FENCE / BARBED WIRE ARM DETAIL**

SCALE: N.T.S.

PROJECT INFORMATION:

**HEBER HILL**

VALLEY HILLS BLVD  
HEBER CITY, UT 84032  
(WASATCH COUNTY)

PLANS PREPARED FOR:

**ATLAS TOWER**

2500 30TH ST, SUITE 304  
BOULDER, CO 80301  
Office: (303) 448-8896

PLANS PREPARED BY:

**TEP**

4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:

**ZONING REVIEW**

| REV | DATE     | ISSUED FOR: |
|-----|----------|-------------|
| 2   | 10-11-24 | ZONING      |
| 1   | 04-08-24 | ZONING      |
| 0   | 02-26-24 | ZONING      |

DRAWN BY: AKP CHECKED BY: NMC

SHEET TITLE:

**FENCE DETAILS**

SHEET NUMBER: **Z-5**

REVISION: **2**

TEP#336186.933845

**LANDLORD:**  
HEBER CITY CORPORATION  
75 N MAIN ST  
HEBER CITY, UT 84032  
Landlord E-mail: tkohler@heberut.gov  
Landlord Phone #: 435-657-7900

**TENANT:**  
Atlas Tower 1, LLC  
2500 30<sup>th</sup> Street, Suite 304  
Boulder, CO 80301

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made upon the date of the last signee by and between, Heber City Corporation, a Utah municipality (the "**Landlord**"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30<sup>th</sup> Street, Suite 304, Boulder, CO 80301.

**WHEREAS**, the Landlord owns certain real property that is designated as parcel number 00-0021-0538 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

**WHEREAS**, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the "**Premises**").

**NOW THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

### 1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as depicted on the attached **Exhibit 2** (collectively, the "**Premises**"). The exact location of the Premises shall be determined by the Landlord, provided that the Premises is located within the red shaded area shown on the attached Exhibit 2 or in a location that is otherwise acceptable to Tenant.
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant acknowledges that Landlord may have underground facilities within the Premises, and Tenant shall coordinate with Landlord prior to any drilling or boring to determine the exact location of underground facilities. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant ("**Premises**"), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twelve (12) months, commencing on the date of full execution of this Lease.

Tenant will be allowed to conduct all testing activities that do not entail digging into the ground on the entirety of the premises.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant must notify Landlord in writing of the commencement of the Initial Term prior to any construction activity.

**2. TERM.**

- (a) This Lease shall commence (the “**Commencement Date**”) upon Tenant sending a written Request for Commencement of Lease (the “**Lease Commencement Request**”) to Landlord and Landlord acknowledging in writing acceptance and approval of the Lease Commencement Request, which acceptance and approval may be withheld by Landlord for any reason. If the Lease Commencement Request is not received by Landlord prior to December 31, 2026, this Lease shall terminate. Unless extended or sooner terminated as herein provided, the term shall be for a period of 240 Months following the Commencement Date (“**Initial Term**”). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant’s accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Two 5-year Extensions each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

- 3. RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Eight Hundred Dollars (\$800.00) and a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (“**Rent**”) for the initial national broadband mobile network carrier to install equipment on the Communications Facility (“**Anchor Tenant**”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Tenant shall also pay to Landlord Five Hundred Dollars (\$500.00) (“**Additional Rent**”) for each additional national broadband mobile network carrier to install equipment on the Communications Facility (“**Additional Tenants**”), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion.. On every year anniversary from Commencement Date the Rent shall increase by two percent (2 %) over the previous years’ Rent amount.

Anchor Tenant: \$800.00/month  
Anchor Tenant plus one Additional Tenant: \$800.00 plus \$500.00/ month  
Anchor Tenant plus two Additional Tenants: \$800.00 plus \$1,000.00/month  
Anchor Tenant plus three Additional Tenants: \$800.00 plus \$1,500.00/month

**4. TAXES.**

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sub lessees (“**Communications Facility**”). Tenant acknowledges that Landlord is a governmental entity and not subject to property taxes, but privilege taxes or other taxes may be applicable due to Tenant’s use of the property, including, but not limited to, taxes under Utah Code Ann. § 59-4-101. Tenant agrees to pay all taxes, fees or other assessment due and owing as a result of Tenant’s use of the Premises. If the Property is transferred to a non-governmental entity, Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable

to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices received by Landlord relating to the Communications Facility within 10 days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments.

**5. USE.**

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using a site-specific design, approved by the City, including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, equipment buildings and related equipment specific to the City approved cell tower. The City shall have a limited right to terminate this agreement upon the issuance of zoning approval for a period of Thirty (30) days. This limited right of termination shall not apply to objections related to business terms, but may only be exercised if City and Tenant cannot agree on design and engineering specifications. Upon written approval by the City, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Within the specific defined location upon the Premises, Tenant shall have the right to install communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Tenant shall maintain, repair and keep in good condition, aesthetically, their equipment on premises to preserve the equipment and its site in good condition, and otherwise and promptly repair any damage caused by their tenancy to the site or access or other affected area at its sole cost and expense.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may encroach upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Upon written approval from the City's Public Works Department, Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment associated with the Tower, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord, provided that Tenant shall remove all equipment and facilities on the Property prior to the effective date of the termination, and Tenant shall pay one-time termination fee of ten thousand dollars (\$10,000).

- 6. PERMITS AND APPROVALS.** Tenant acknowledges that Landlord is a Utah municipal with zoning and land use jurisdiction over the Property. Nothing in this Agreement shall be construed to waive any requirement for Tenant to obtain land use approval, exempt Tenant from any zoning, permit or land use requirements or

regulations of Heber City, or provide any approval of Heber City to construct any improvements on the Premises. In no event shall Heber City's denial of any permit or application be construed as a breach of this Agreement or create any liability under the terms of this Agreement.

7. **ACCESS AND UTILITIES.** To the extent that it is legal, and that Landlord has the right to allow the same, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and, to the extent that it is legal, and that Landlord has the right to allow the same, underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.
8. **EQUIPMENT AND FIXTURES.** All improvements, equipment or other property attached to or otherwise brought onto the Premises by Tenant shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, no-trespassing signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Tenant shall not construct any fencing around the Premises unless Tenant provides Landlord with access through the fencing and the fencing does not unreasonably interfere with the landlord's water tank or other facilities. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within sixty days (60) after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises. Tenant shall only be allowed to erect / install signs that are required by Federal, State, or Local law.
9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord, so long as said person or entity has financial assets equal to or greater than Tenant, and said person or entity has the resources and experience to successfully run a Wireless Telecommunication Facility. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.
10. **WARRANTIES AND REPRESENTATIONS.**
  - (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
  - (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make

any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (d) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid easements. Tenant shall be responsible to pay the cost to install any utilities to service the Premises.
- (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided.
- (f) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (g) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.

**10. HOLD OVER TENANCY.** Should Tenant or any assignee, sub lessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

**11. INDEMNITIES.** The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or

warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

12. **INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
13. **INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any of the Property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
14. **ASSIGNMENT OF RENTAL PROCEEDS.** The City shall not sell the rental stream of this Agreement separate from the entirety of the Property, without written consent from Tenant.
15. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises") and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.
16. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
17. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
18. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

- 19. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 20. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 21. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

**LANDLORD:**  
HEBER CITY  
c/o City Recorder  
75 N MAIN ST  
HEBER CITY, UT 84032

**TENANT:**  
Atlas Tower 1, LLC  
2500 30<sup>th</sup> Street, Suite 304  
Boulder, CO 80301

**22. MISCELLANEOUS.**

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

This Agreement and performance hereunder shall be deemed to have been made in, shall be governed by, and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the provisions of this Agreement shall be solely in the Fourth Judicial District Court in and for Wasatch County, Utah.

- (e) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (g) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.

- (h) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT PAGE]**

*IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.*

DATED this 25<sup>th</sup> day of Nov., 2024.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco  
Heidi Franco, Mayor

ATTEST:

Trina Wheeler  
City Recorder



DATED this 19<sup>th</sup> day of November, 2024.

TENANT:

ATLAS TOWER 1, LLC

Signature: [Handwritten Signature]  
Printed Name: HELMUNDI STRUMPHER  
Title: COO

**EXHIBIT 1**  
**Description of Parent Tract**

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER TANK PARCEL. AREA: 0.57 ACRES .**

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**EXHIBIT 2**

**The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description provided by Tenant when available. The Premises may be located anywhere within the red shaded space depicted below**



**EXHIBIT 3**

**Memorandum of Lease Agreement attached hereto on subsequent pages.**

Return to:  
Atlas Tower 1, LLC  
2500 30th Street, Suite 304  
Boulder, CO 80301

## MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is between, Heber City Corporation, a Utah municipality (the "Landlord"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "Tenant"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following site construction completion (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [an initial] term of 240 months with Two 5-year Extensions. A copy of the Lease may be obtained by contacting the Heber City Recorder at the address above.

The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;

Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,

Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT TWO PAGES]**

Tower Name: Heber Hill - HEBER CITY

**IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.**

DATED this 25<sup>th</sup> day of November, 2024.

**LANDLORD:**

**HEBER CITY CORPORATION**

Heidi Franco  
Heidi Franco, Mayor

State of Utah

County of Wasatch

On this 25<sup>th</sup> day of NOV, 2024, before me personally appeared to me Heidi Franco known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this 25<sup>th</sup> day of November 2024

Trina N Cooke  
Notary Public

My Commission Expires:

8/21/2026



Tower Name: Heber Hill - HEBER CITY

DATED this 19<sup>th</sup> day of November, 2024.

TENANT:

ATLAS TOWER 1, LLC

Signature: [Handwritten Signature]

Printed Name: HELMUNDT STRUMPHER

Title: COO

State of Colorado

County of Boulder

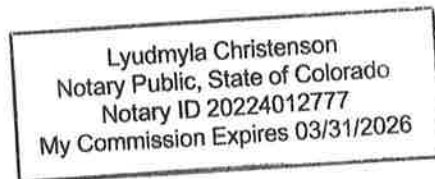
On this 19<sup>th</sup> day of November, 2024, before me personally appeared Helmundt Strumpher of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 19<sup>th</sup> day of November, 2024.

[Handwritten Signature]  
Notary Public

My Commission Expires:

March 31, 2026



Tower Name: Heber Hill - HEBER CITY

**EXHIBIT 1**  
**Description of Parent Tract**

**Real property with parcel number 00-0021-0538 and an assessor legal description of WATER TANK PARCEL. AREA: 0.57 ACRES.**

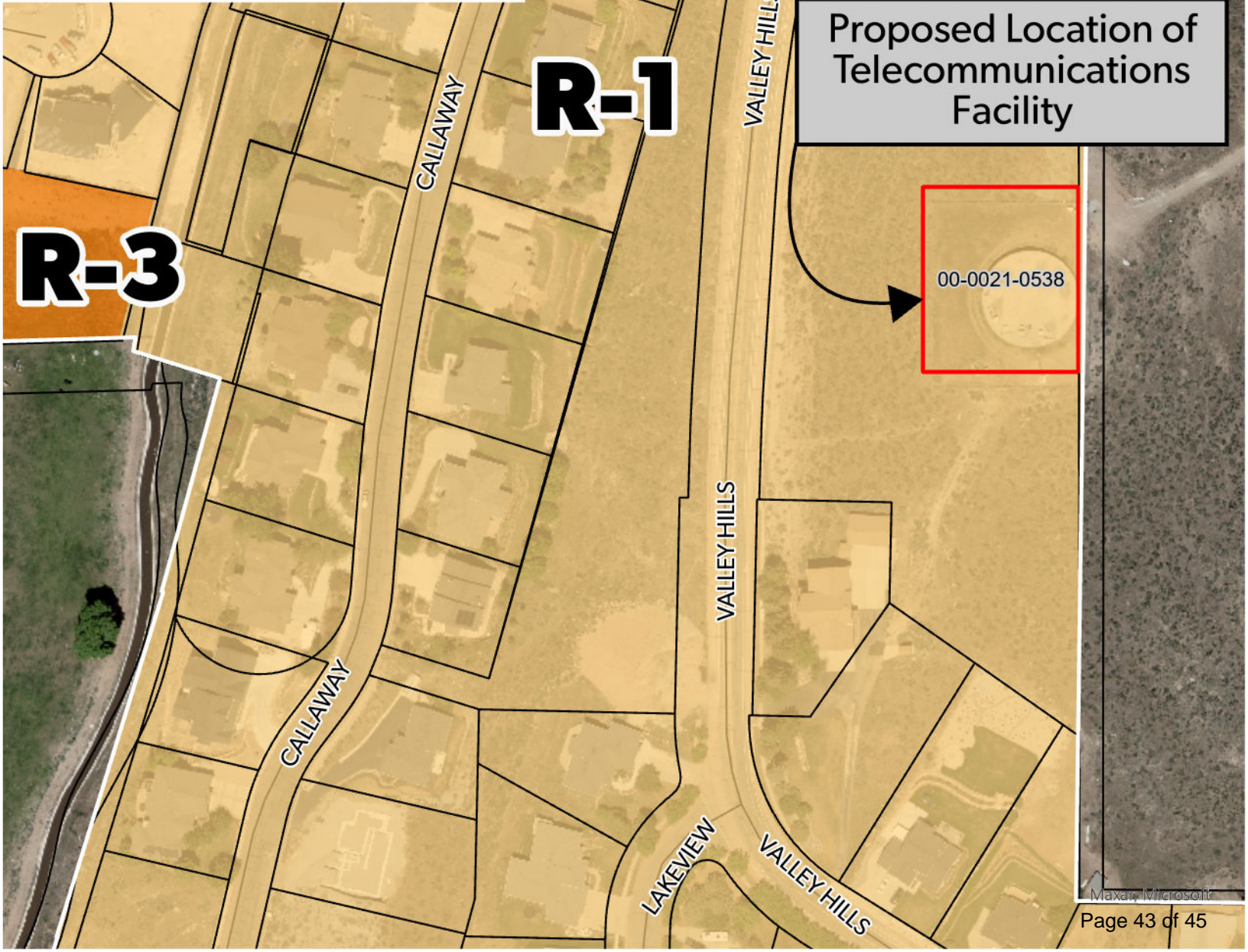
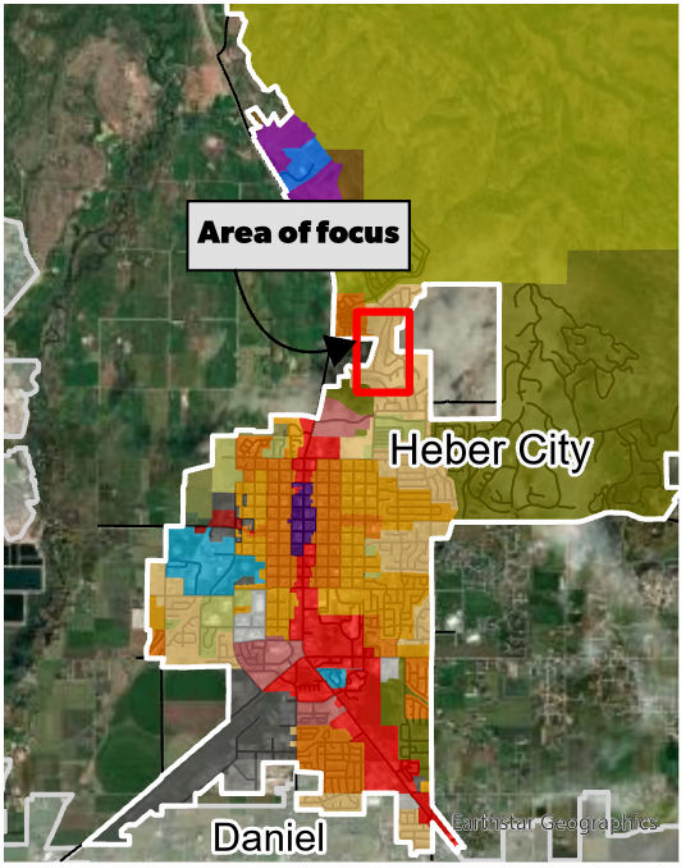
Tower Name: Heber Hill - HEBER CITY

**EXHIBIT 2**

**The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the red shaded space depicted below:**



Tower Name: Heber Hill - HEBER CITY





# Planning Commission Staff Report

|                             |   |
|-----------------------------|---|
| <b>MEETING DATE:</b>        | 2/11/2025   |
| <b>SUBJECT:</b>             | Discuss Body Art Facilities in Commercial Zones (Planner Jacob Roberts) |
| <b>RESPONSIBLE:</b>         | Jacob Roberts   |
| <b>DEPARTMENT:</b>          | Planning  |
| <b>STRATEGIC RELEVANCE:</b> | Community Development   |

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## SUMMARY

A discussion regarding the permitting of "tattoo" or body art facilities in commercial zones.

## RECOMMENDATION

N/A

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## BACKGROUND

Recent developments have brought the issue of tattoo shops in Heber City to light. Currently, tattoo shops are expressly prohibited in all commercial zones. There is no zone in the city where they are permitted. Currently, a tattoo shop could receive a business license working out of a home as a home occupation. Professionals in the field do not feel that this is a sanitary, or safe way to permit tattoo shops in Heber City.

## DISCUSSION

The body art industry is heavily regulated by the State Legislature as well as the Health Departments. Today's presenters are looking for guidance from the commission and eventually the council on how best move forward and improve the regulations in Heber City. This could include, but is not limited to, updating verbiage in the Municipal Code and determining how to potentially permit body art facilities in Heber City. As the code is currently written, any type of "tattooing procedure" would be prohibited. This includes tattooing, micro-needling, permanent make-up, scarification etc. There are many salons in the city where these activities are taking place.

## FISCAL IMPACT

N/A

## CONCLUSION

In conclusion, staff is looking for guidance from the Commission on how to best move forward on this issue.

## ALTERNATIVES

N/A

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## POTENTIAL MOTIONS

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## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Jacob Roberts, Planner

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## EXHIBITS

None