

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

May 20, 2025

5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

- I. WORK MEETING - 5:00 P.M.**
 1. Water Policy Discussion (Russ Funk, City Engineer) - *30 min*
 2. Harvest Village Public Infrastructure District (PID) No 1 and No 2 (Tony Kohler, Community Development Director) - *15 min*
- II. BREAK - 10 MIN**
- III. REGULAR MEETING - 6:00 P.M.**
 1. Call to Order
 2. Pledge of Allegiance (Sid Ostergaard, Commissioner)
 3. Prayer/Thought by Invitation (Heidi Franco, Mayor)
- IV. CONFLICT OF INTEREST DISCLOSURE:**
- V. CONSENT AGENDA:**
 1. Approval of April 29, 2025, Fiscal Year 2026 Budget Workshop #1 Special City Council Meeting Minutes (Trina Cooke, City Recorder)
 2. Resolution 2025-08 Amending the Rules of Order and Procedure to Adjust the Agenda Order to Prioritize Public Hearings and Make Additional necessary Agenda Outline Adjustments (Trina Cooke, City Recorder)
- VI. PUBLIC COMMENTS: (3 min per person/20 min max)**

VII. GENERAL BUSINESS ITEMS:

1. Monthly Development Report (Jamie Baron, Planning Manager) - *10 min*
2. Public Safety Report (Parker Sever, Chief of Police) - *10 min*
3. Unity Week Events and Council Assignments (J. Mark Smedley, Asst. City Manager) - *10 min*
4. Envision Central Heber Policy Priority: Initiatives Update (Matt Brower, City Manager) – *30 min*

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

1. Annual Support for Children's Justice Center (Kurt Hoffman, Director Wasatch County Children's Justice Center) - *10 min*
2. Resolution 2025-07 Harvest Village Public Infrastructure District (PID) No 1 and No 2 (Tony Kohler, Community Development Director) - *15 min*
3. Repeal of outdated ordinances and approval of Ordinance 2025-11, Amending Title 6, Chapter 2 of Heber City's Animal Control Regulations (Parker Sever, Chief of Police)
4. Ordinance 2025-09 Adopting Code Amendment to Allow City to Retain Fees-in-Lieu for Affordable Housing (Jeremy Cook, City Attorney) - *15 min*

IX. COMMUNICATION:

X. CLOSED MEETING:

1. Pending or Reasonably Imminent Litigation
2. Potential purchase, exchange, or lease of real property

XI. ADJOURNMENT:

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

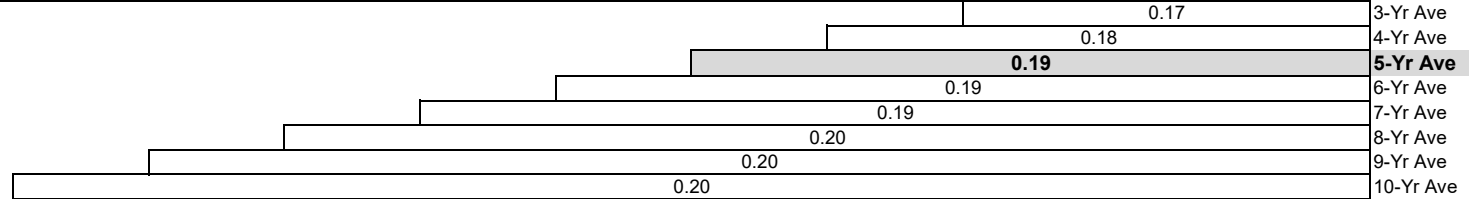
Posted on May 15, 2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

**HEBER CITY CORPORATION
RESIDENTIAL WATER USAGE IN GALLONS**

YEAR MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	22,635,158	28,491,107	22,808,880	19,942,869	25,416,285	23,956,191	28,545,527	22,954,570	23,094,995	25,427,001
FEBRUARY	18,072,827	18,256,229	34,143,166	24,633,814	19,548,794	18,901,817	21,378,274	21,692,635	25,235,380	27,415,493
MARCH	17,507,495	22,726,118	18,706,232	19,283,740	19,261,993	19,302,898	19,987,266	23,446,939	22,922,360	22,595,202
APRIL	23,921,560	18,441,479	18,477,899	18,649,344	18,921,765	26,970,201	23,319,985	20,948,729	18,468,558	21,121,997
MAY	27,375,166	21,689,602	22,831,152	33,130,377	28,781,570	34,045,354	36,841,864	25,472,303	25,878,809	34,656,522
JUNE	29,970,100	47,162,375	57,948,441	47,598,157	30,885,209	52,715,116	67,605,288	49,962,772	43,512,494	48,804,867
JULY	75,006,337	62,821,820	62,545,345	67,570,159	58,060,188	64,792,898	54,968,729	53,178,236	52,140,006	60,275,265
AUGUST	56,230,101	68,246,946	75,519,634	79,034,684	78,344,172	75,467,259	46,274,889	47,925,620	61,044,771	68,706,100
SEPTEMBER	67,206,073	71,202,058	53,635,790	51,189,892	60,926,422	75,171,204	48,191,061	54,476,018	38,059,717	46,579,600
OCTOBER	32,019,673	31,804,575	31,980,157	43,982,292	40,134,844	41,959,608	27,203,681	31,068,721	29,485,683	44,245,457
NOVEMBER	20,557,098	24,625,098	23,773,872	24,483,060	19,022,355	27,077,098	20,249,187	26,999,141	26,885,253	23,350,905
DECEMBER	23,758,519	25,231,965	18,987,294	20,035,040	19,695,439	21,818,595	25,421,439	21,407,685	22,076,271	22,723,484
TOTAL	414,260,107	440,699,372	441,357,862	449,533,428	418,999,036	482,178,239	419,987,190	399,533,369	388,804,297	445,901,893

Connections	3,423	3,538	3,690	3,785	3,906	3,976	3,976	4,594	5,302	5,111
ERU's	3,423	3,538	3,690	3,785	3,906	3,976	3,976	4,594	5,302	5,111
GPD/ERU Avg. Yr.	332	341	328	325	294	332	289	238	201	239
GPD/ERU Indoor (Winter) Avg. Yr.	203	214	204	184	171	191	192	164	144	153
GPD/ERU Outdoor Avg. Yr.	129	127	124	141	122	142	97	74	57	86
GPD/ERU Outdoor (Summer) Avg.	256	254	247	281	244	282	194	147	114	171

Ac-Ft/ERU	0.23	0.24	0.23	0.21	0.19	0.21	0.22	0.18	0.16	0.17
-----------	------	------	------	------	------	------	------	------	------	------



30% Average System Loss
0.25 Adjusted for System Loss

1.449 Diverison/Depletion Factor
0.36 Adjusted for Div/Dep

New Recommended Indoor Requirement	
0.36	Ac-Ft / ERU

0.43 Old Requirement

**HEBER CITY CORPORATION
APARTMENT - WATER USAGE IN GALLONS**

Bedrooms Apartment Complex	1 - BR		2 - BR		3 - BR		1 & 3 - BR		2 & 3 - BR		3 & 4 BR	
	Units	Ave Ac-Ft	Units	Ave Ac-Ft	Units	Ave Ac-Ft	Units	Ave Ac-Ft	Units	Ave Ac-Ft	Units	Ave Ac-Ft
Prestige I - Sr Living	23	0.07										
Prestige II - Sr Living			36	0.09								
Brooklane	16	0.05										
Elmbridge	16	0.10	12	0.18					48	0.36		
Timbermill									27	0.15		
Liberty Station											56	0.16
Wing Pointe							155	0.07				
Ranch Landing					116	0.24						
Village on 12th					120	0.10						
Valley Station							54	0.14				
Total	55		48		236		209		75		56	
Weighted Average		0.07		0.11		0.17		0.09		0.28		0.16
Single Family Ave 0.19 Ac-Ft /ERU (Non-Adjusted) 0.36 Ac-Ft /ERU (Adjusted)												
Calculated % of ERU		39%		60%		89%		48%		148%		83%
Recommended % of ERU		50%		80%		100%						
Recommended Ac-Ft / ERU		0.18		0.29		0.36						

Notes:

1. Some Data Included Significant Water Leaks - Manual Adjustments Were Made In An Effort To Correct
2. Adjustments Were Made to Account for Occupancy Rates
3. Number of Second Homes Is Generally Unknown & Could Affect Data

WATER RIGHTS AND INFRASTRUCTURE CAPACITY BY DEVELOPMENT TYPE
QUICK REFERENCE GUIDE

JORDANELLE SPECIAL SERVICE DISTRICT

INDOOR

Water Use Category	Definition/Notes	Base Unit	Water Right Req. (AF) ¹	
Single Family	Typical Single Family Residence	Dwelling	0.450	
Townhomes	Typical Townhome	Dwelling	0.450	100%
Condominiums	Typical Condo (1500 SF+)	Dwelling	0.450	100%
Apartments	Max 1500 SF and 2 Baths	Dwelling	0.360	80%
Single Wide Mobile Home	Typical Single Wide Mobile Home	Dwelling	0.360	
Studio	Max 900 SF and 1 Bath	Dwelling	0.225	50%
Restaurant	25 SF Overall Space per Seat.	Seat	0.020	
Fast Food	Typical Fast Food Establishment	KSF	0.588	
Clubhouse without Pool	Typical Clubhouse serving up to 200 dwellings (1 kitchen and 2 bathroom groups, approx 2500 SF)	KSF	0.090	
Clubhouse with Pool	Typical Clubhouse with pool serving up to 200 dwellings (1 kitchen and 2 bathroom groups with showers, approx 2500 SF)	KSF	0.183	
Recreation/Fitness Facility (Spa)	Typical of a Gym with showers, lockers, workout spaces	KSF	0.519	
Office	Typical Office Space (inclusive of bathrooms, break areas, etc.)	KSF	0.112	
Commercial/Retail	Typical of Mini-mall	KSF	0.069	
Church	Typical Worship Service Meeting House	Each	1.184	
Hotel/Motel	Max 900 SF and 1 Bath (No Kitchen)	Room	0.084	
Public Restroom	Does Not Include Showers	Stall	0.266	
Irrigated Land	Irrigated areas not tied to another water use category (e.g. golf areas, parks, open spaces, common areas, etc.)			

Notes:

- Indoor required 100% consumptive municipal water rights is based on 0.45 AF for typical indoor water use of a single family residence.
- Outdoor required irrigation water rights is based on 3.00 AF per Irrigable Acre.
- Official determination of required water rights is left to the jurisdiction of the Water Board.
- A water system capacity unit is equivalent to 1.25 gpm of peak day system water use.
- A sewer system capacity unit is equivalent to 0.564 gpm of peak hour indoor water use.
- An IA is equivalent to 1 irrigable acre.

• It should be noted that use of this table only constitutes an estimate. Official determination of water rights and system capacity requirements occurs during the official plan review process and ultimately at the time of building permit application.

OUTDOOR

Water Use Category	Base Unit	Water Right Req. (AF) ²
Single Family	Dwelling	0.45
Townhomes	Gross Acre	0.90
Condominiums	Gross Acre	0.90
Apartments	Gross Acre	0.66
Single Wide Mobile Home	Gross Acre	0.98
Studio	Gross Acre	0.66
Restaurant	Gross Acre	0.45
Fast Food	Gross Acre	0.45
Clubhouse without Pool	Gross Acre	1.05
Office	Gross Acre	0.45
Commercial/Retail	Gross Acre	0.45
Church	Gross Acre	0.99
Hotel/Motel	Gross Acre	0.45
Public Restroom		
Irrigated Land	Gross Acre	3.00

Definitions:

- AF = Acre-foot. This is the measure of required water rights.
- WCU = Water Capacity Unit. This is the measure of peak demand on the water system relative to a typical single family residence and principally affects impact fees.
- IA = Irrigable Acre. This is the measure of demand on the secondary irrigation system and principally affects impact fees and water dedication requirements.
- SCU = Sewer Capacity Unit. This is the measure of peak hour loading on the sewer system relative to a typical single family home and principally affects impact fees.
- KSF = 1,000 square feet (SF) of floor space.

15.16.090 Schedule Of Fees

As a condition of the issuance of a building permit for the construction of any new structure for single family, multi-family, commercial, industrial or institutional use, the developer, owner or builder shall pay an impact fee which includes elements for culinary water, sanitary sewer, streets, storm drain and flood control, transportation and streets, pressurized irrigation, and parks and trails facilities, which shall be charged on a per lot, unit or equivalent basis in the amounts as follows:

Culinary Water Impact Fee

The amount of the impact fee for residential units shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085.

The amount of the impact fee for non-residential lots shall be based on the meter size requested. Estimated peak usage shall not exceed the maximum meter flow specified in gallons per minute. Fees shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085. A non-residential condominiumized lot will be treated as a single non-residential lot.

METER SIZE	MAX FLOW	IMPACT FEE
0.75-inch	30 gpm	(See consolidated Fee Schedule of Heber City Corporation)
1.00-inch	50 gpm	(See consolidated Fee Schedule of Heber City Corporation)
1.50-inch	100 gpm	(See consolidated Fee Schedule of Heber City Corporation)
2.00-inch	160 gpm	(See consolidated Fee Schedule of Heber City Corporation)
3.00-inch	350 gpm	(See consolidated Fee Schedule of Heber City Corporation)
4.00-inch	1000 gpm	(See consolidated Fee Schedule of Heber City Corporation)

Water rights ^{DEVELOPMENT} shall also be required in an amount equivalent to the estimated indoor and outdoor water usage for residential and non-residential ~~lots~~ as determined by the City Engineer and as allowed in Utah Stated Title 10-9a-508. Water rights for subdivisions are due Upon final subdivision approval and prior to beginning construction and/or plat recordation, WHICHEVER IS FIRST. **RESIDENTIAL WATER RIGHTS FOR COMMERCIAL PROJECTS SHALL BE REQUIRED PRIOR TO OBTAINING A BUILDING PERMIT FOR THE PROJECT.** Water Requirements for Development and Planning Policy

In addition to all other State Law requirements, ^{DEVELOPMENT} water rights shall be required in an amount equivalent to the estimated indoor and outdoor water usage for residential and non-residential ~~lots~~ as determined by the Heber City Engineer, and allowed by Title 10-9a-508 of the Utah State Code. All development applications where the City is the water service provider shall be subject to this Water Rights Policy.

A. In all Heber City zones ^{DEVELOPMENT} with regard to verification of water for development, all development applications must comply with the following. Prior to appearing before the Planning Commission for preliminary approval, any new residential, ~~or~~ mixed use, ~~or~~ commercial subdivisions, or projects qualifying as or requiring the subdivision process, will be required to meet with the Heber City Engineer and do the following: ^{PRECISING PRELIMINARY OR CONCEPT APPROVAL, DEDICATION OF WATER RIGHTS, COORDINATE OR}

1. Provide a tabulation of water rights and ownership.
2. Provide water requirement estimates for all indoor and outdoor use in the development.
3. Provide a concept plan of how water will be physically delivered to the development.

B. The Heber City Engineer ^{RECEIVING} will review the water rights ^{OR CONCEPT} requirements pursuant to this policy, and ^{FOR RESIDENTIAL AND MIXED USE PROJECTS,} prepare a report of said requirements prior to the development applying for preliminary approval from the Planning Commission. Such report shall become a requirement of the proposed application when the development, or its phases, are approved. Conditions, restrictions and limitations set forth in the report shall be considered conditions of development approval and adopted by the Planning Commission and City Council as part of the application final approval. SUCH REPORT WILL complete the application per U.C.A. 10-9a-509.5. and evaluate the following:

1. The amount and type of water rights needed for the total proposed ^{RESIDENTIAL} ERU's for 100% of all phases. FINAL CALCULATION OF WATER RIGHTS FOR COMMERCIAL USES MAY BE POSTPONED UNTIL APPLICATION FOR BUILDING PERMIT.
2. The water rights owned by the applicant, any letter(s) of agreement with other water right owners, and any deficiencies.
3. The number of lots proposed, the amount and type of open space proposed, the amount of hard surface in the application, and all other relevant information.
4. The water right conversion factors used, based on current state engineer approved change applications, to determine the likely amount of water provided by each different type of water right.
5. The decisions of the state engineer shall be the final determining factor in reaching the actual amount of water represented by each share or water right.
6. Any proposed water rights that need approved change applications by the state before being accepted by the City.

NEED WATER RIGHT ACTION REPORT BEFORE PRELIMINARY APPROVAL

RESIDENTIAL OR MIXED USE

C. No proposed development shall proceed to construction and/or plat recordation until the development has dedicated adequate water rights

D. ~~INSERT COMMERCIAL NOTE BELOW~~

E. Timpanogos Irrigation Class D (M&I) water shares, or any other water rights involving supplemental CUP M&I water, proposed by a developer and accepted by Heber City Engineer, may be used for indoor and outdoor use under the following conditions:

- ~~1. Users of supplemental water shall be billed and required to pay their respective monthly or annual assessment proportionate to the additional cost of said water.~~
- ~~2. Upon transfer of water rights to the City, and prior to plat recordation, Developer will provide gap funding sufficient to insure Heber City incurs no additional cost for the supplemental water until the initial users are in place. (AS OUTLINED IN E-BROWN)~~
3. Developer and/or subsequent lot owners will pay any and all costs related to water rights administration of service, and delivery, for all supplemental and other water rights transferred to the City for a development.
4. City supplemental water users shall not be subsidized by non supplemental users, nor other City funding. "

REPLACE NOTES

~~E. Timpanogos Irrigation Class D (M&I) water shares, or any other water rights involving supplemental CUP M&I water, proposed by a developer and accepted by Heber City Engineer, may be used for indoor and outdoor use under the following conditions:~~

1. Users of supplemental water transferred to the City for a development shall be billed and required to pay their respective monthly or annual assessment proportionate to the additional cost of said water for the administration and delivery of said water.
2. Upon transfer of water rights to the City, Developer will provide 7 years of gap funding for the anticipated supplemental water lease assessments, based on the most recent assessment rates, to insure Heber City incurs no additional cost for the supplemental water until the initial users are in place to pay for the assessment.
- ~~3. Developments using supplemental water shall not be subsidized by non-supplemental water users, nor other City funding.~~

COMMERCIAL - NO COMMERCIAL PROJECT SHALL OBTAIN A BUILDING PERMIT UNTIL ADEQUATE WATER HAS BEEN DEDICATED FOR THE IMPROVEMENTS ASSOCIATED WITH THE BUILDING PERMIT.

The amount of the impact fee for residential units shall be as listed in the Consolidated Fee Schedule of Heber City Corporation and be adjusted annually as per Section 15.16.085.

The amount of the impact fee for non-residential lots shall be based on the number of sanitary sewer fixture units on the lot, times the average flow per fixture unit for the non-residential use, divided by the average flow for an equivalent residential lot adjusted for infiltration, or 211 gallons per day, times the impact fee for a residential lot. The minimum impact fee for each sanitary sewer service shall be 1 ERU as listed in the Consolidated Fee Schedule of Heber City and be adjusted annually as per Section 15.16.085. A non-residential condominiumized lot will be treated as a single non-residential lot.

Street Impact Fee

The amount of the impact fee for residential units shall be as listed in the Consolidated Fee Schedule of Heber City Corporation for single-family units and multi-family units, and be adjusted annually as per Section 15.16.085.

The amount of the impact fee for non-residential units shall be based on the number of trips generated by the specific non-residential use as determined by the Institute of Transportation Engineers Trip Generation Manual (ninth Edition) or as determined by a report prepared by a registered traffic engineer. The impact fee for each trip shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085.

Storm Drainage Impact Fee

No units in Heber City will pay storm drain impact fees.

Pressurized Irrigation Impact Fee

The amount of the impact fee for residential units shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085.

The amount of the impact fee for non-residential lots shall be based on the irrigable, non-hard surface area, existing on the lot. Fees shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085. A non-residential condominiumized lot will be treated as a single non-residential lot.

Parks and Trails Impact Fee

The amount of the impact fee for residential lots shall be as listed in the Consolidated Fee Schedule of Heber City Corporation, and be adjusted annually as per Section 15.16.085.

Use	Impact Fee
Single Family Dwellings/Residential - Equivalent Residential Unit (ERU)	\$4,501

JORDANELLE SPECIAL SERVICE DISTRICT

RESOLUTION NO. 2023-04 -- Adoption of an Outdoor Water Supplement to Water Dedication Policy

RECITALS

WHEREAS, the Jordanelle Special Service District (the “**District**”) is a special service district established by the County Legislative Body of Wasatch County, Utah, pursuant to the provisions of Utah law, for the purposes of providing culinary water, sewer services, and other services within the boundaries of the District;

WHEREAS, the District is authorized to require the dedication of water rights to the District in an amount sufficient to serve new developments;

WHEREAS, the District has a Water Right Dedication Policy that governs the procedures for dedicating water rights and water shares to the District, and which has historically required Developers to dedicate 3.0 acre-feet of water for every outdoor irrigable acre in the proposed development;

WHEREAS, the District recently engaged Bowen Collins & Associates to study different types of landscaping, the appropriate dedication requirements for those different types of landscaping, and to propose a supplement to the Water Dedication Policy allowing for appropriate reductions to the standard outdoor water dedication requirements (the “**Outdoor Water Supplement**”, attached as Exhibit A);


WHEREAS, the Wasatch County Council, acting as the governing board of the District (the “**Board**”) has reviewed and considered the Outdoor Water Supplement, including the analysis and findings presented by Bowen Collins & Associates at the October 10, 2023 meeting of the Board; and

WHEREAS, the Board has determined that adopting the Outdoor Water Supplement, as a supplement to the District’s Water Right Dedication Policy, is in the best interests of the District and its customers.

NOW, THEREFORE, the Board adopts this resolution:

1. The Board hereby adopts the Outdoor Water Supplement, as set forth as Exhibit A. The Outdoor Water Supplement will be treated as a supplement to the District’s existing Water Right Dedication Policy. The General Manager is responsible for interpreting and applying the Outdoor Water Supplement.

Resolution 2023-04 Approved and adopted this 10th day of October, 2023

By: 
District Board Chairman

Attest:

By: Terese Robin
District Treasurer

Exhibit A

Water Right Dedication Policy – Outdoor Water Supplement

Overview

There are three tiers of outdoor water dedication available for developers: (i) Standard, (ii) Waterwise, and (iii) Temporary.

The method of calculating the outdoor dedication requirement will be as follows.

- Calculate the quantities of Irrigable Area (IA) applicable to the respective tiers of outdoor water dedication.
- Apply the corresponding dedication values to these areas (ac-ft per IA)

Areas which are not likely to be irrigated now or in the future do not contribute to water dedication requirements.

Standard Dedication = 3 ac-ft per IA

This is the typical dedication requirement and is applied to all irrigable acres which do not qualify for any of the subsequent tiers of dedication. It is appropriate for the irrigation of turf and areas sprinkler irrigated in Wasatch County.

As determined by the District, plat notations may be required if the amount of area planned for irrigated landscaping is less than typical for the type of development or is less than the practical maximum amount of landscapable area. While plat notations vary due to the situation, the typical plat notation is as follows:

- *The areas within single-family residential lots may only irrigate up to ____ square feet per lot.*

The standard calculation for historically irrigated areas is that all non-hardscaped ground is irrigable.

Waterwise Dedication = 1.6 ac-ft per IA

This dedication tier is intended to account for water savings in areas which will be landscaped and irrigated in a waterwise way. It accounts for water savings associated with the increased efficiency of drip irrigation, the lower water requirement of waterwise plants, and the lesser typical coverage of waterwise landscaping styles (i.e. more rock mulch in-between plants, etc.). The waterwise dedication requirement is appropriate for this type of landscaping in Wasatch County¹. To qualify for the Waterwise Dedication Tier, an applicant must provide and receive approval for a landscaping plan which clearly indicates that the following requirements are or will be met:

1. All irrigation must be done using drip irrigation technology. Sprinkler irrigation is not allowed.
2. Turf areas cannot qualify.
3. Plantings are limited to waterwise / native plants from the following published lists which also adhere to the other policy requirements herein:

¹ The data which supports the selection of 1.6 acre feet per IA is based on accepted values of irrigation efficiency, waterwise/native planting water use, and the effects of reduced canopy coverage from data based on: *Crop and Wetland Consumptive Use and Open Water Surface Evaporation for Utah* by Utah State University (2011 – Hill, Barker, and Lewis), *Literature Review of Current & Upcoming Irrigation Technologies and Practices Applicable to Utah* by Utah State University (2020 – Barber, Khanal, and Peters), *Utah's Regional M&I Water Conservation Goals* by the State of Utah Division of Water Resources (2019 – Jones, Larson, et al), and *Water-efficient Urban Landscapes: Integrating Different Water Use Categorizations and Plant Types* by Utah State University (Kopp and Kjelgren).

- a. [USU Water-Wise Plants for Utah Landscapes List \(Cerny, Hefelblower, Sagers, and Bitner\)](https://digitalcommons.usu.edu/cgi/viewcontent.cgi?article=1020&context=cwel_extension)
 - b. CUWCD Conservation Plant List
<https://cuwcd.gov/assets/documents/conservation/2020PlantList.pdf>
 - c. USU Utah Botanical Center Utah House Water-Wise Landscape Plant List (Very Low Water, Low Water, and Moderate Water designations only)
https://extension.usu.edu/cwel/files/Utah_House_Plant_List_v2_4p.pdf
4. The canopy coverage ratio² for irrigable areas must be 65% or less.
 5. Areas which have been historically irrigated³ (as determined by the Water Board) are not eligible for the Waterwise Dedication Tier.
 6. Landscaped areas within the boundary of single family lots⁴ are not eligible for the Waterwise Dedication Tier.
 7. The development must be able to meet these requirements and simultaneously meet the landscaping requirements set forth by the land use authority.
 8. The developer must include the following plat notation and apply it to areas which have been deemed to qualify for the waterwise dedication tier.
 - a. *The areas outside of single-family residential lots may only irrigate up to ____ acres. Of that total, a minimum of ____ acres must comply with the _____ Special Service District's Water Dedication Policy for "Waterwise Landscaping", which is to meet the following conditions: 1) All Irrigation must be drip technology, 2) No turf is allowed. Plant species will be restricted to the native plants outlined in Water Dedication Policy. 3) Canopy coverage cannot exceed 65% of the waterwise landscaped area.*
 9. Homeowner's Association (HOA) covenants should be established to ensure long-term compliance with approved landscaping plan.
 10. A requirement to follow through with planned and approved water wise landscaping is to be included in the Development Agreement.
 11. A certification that the submitted irrigation plan complies with the minimum requirements of the waterwise dedication tier must be signed by the Landscape Architect or Engineer and submitted along with the landscaping plan and irrigation plan for District review. The certification is a form included in the dedication policy.

Temporary Dedication = 0 ac-ft per IA

This is the dedication tier associated with disturbed areas which are to be reseeded with native vegetation and irrigated only temporarily after construction to establish the native vegetation. To qualify for the Temporary Dedication Tier an applicant must provide a landscaping plan which clearly indicates that the following requirements will be met:

² Canopy Coverage Ratio measures the portion of an area covered by foliage at the mature plan stage when viewed from above. Expressed as a percentage, 0% indicates no vegetation cover and 100% means complete vegetation coverage once plants are fully grown.

³ It is a community standard that historically irrigated areas not be dewatered and de-vegetated. The Waterboard and the various irrigation companies have required this policy requirement for the purpose of protecting the nature and character of the community by protecting the green spaces of Wasatch County.

⁴ The irrigated area within a single-family lot cannot be easily monitored/enforced and there isn't a reasonable assurance that initial landscaping schemes will remain in place long term.

1. The irrigation systems for these areas utilize no below ground infrastructure (i.e. it must be above ground irrigation systems such as pulling hoses, above ground temporary sprinklers, etc.).
2. The irrigation systems for these areas will not require temporary meter cans (i.e. these temporary systems must be served through metered connections associated with permanent usage such as a nearby permanently irrigated area.).
3. No plantings which are likely to require permanent irrigation—even if intermittent—are included (i.e. coverage calling for “occasional” irrigation is not allowed.).
4. Temporarily irrigated areas may only be irrigated for up to 2 irrigation seasons to establish vegetation. After this, irrigation systems for these areas must be decommissioned and removed.
5. The developer must include the following plat notation and apply it to areas which have been deemed to qualify for the Temporary Dedication Tier.
 - o *The area denoted as Temporarily Irrigated shall be irrigated only through the irrigation season ending October _____. After this time, the temporary irrigation systems for these areas shall be decommissioned and removed.*

Approval Process

Water dedication is evaluated at all three stages of the review process (feasibility review, draft will serve review, and final will serve review). The developer is required to submit information regarding planned outdoor water use / landscaping concept at each stage of review. The level of detail presented at each stage of review is usually conceptual/basic at feasibility review and more detailed for the other two phases. The following describes the basics of each stage of review as it relates to outdoor water dedication.

1. Feasibility Review:
 - a. Conceptual information regarding the type, extents, size, location, and landscaping of the development must be submitted to the District for review and approval. This may include information supporting a development’s plan regarding which of the water dedication tiers are planned to be utilized.
 - b. The District will calculate approximate water dedication requirements.
 - c. Information regarding the Development’s available water rights/shares/reservations must be provided to the District for a comparison with dedication requirements.
 - d. The District will prepare a Feasibility Letter which contains information to the development’s dedication requirements.
 - e. The Development must appear before the Water Board for approval of the water dedication concept.
2. Draft Will Serve Review:
 - a. A detailed landscaping plan must be submitted to the District for review.
 - b. The District will calculate the approximate water dedication requirement and review it for conformance with the previously District-Approved and Water Board-Approved concept and the Development’s available water rights.
 - c. If the Development concept meets the minimum dedication requirements previously approved, the District will issue a Draft Will serve Letter. If not, the Development will need to appear again before the Waterboard for a new approval due to non-compliance with the previously approved concept.
3. Final Will Serve Review:
 - a. The following must be submitted to the District for review:
 - i. A detailed landscaping plan
 - ii. (If utilizing dedication tiers other than standard) A detailed irrigation plan

- iii. (If utilizing the Waterwise Dedication Tier) The signed and completed Waterwise Landscaping Certification
 - iv. (If utilizing the Waterwise Dedication Tier) Proof the necessary HOA covenants
 - v. The Plat showing all required plat notations (if any)
- b. The District will calculate the approximate water dedication requirement and review it for conformance with the previously approved concepts and the Development's dedicated water rights.
- c. If the development plans meet the requirements of this Dedication Policy and prior approvals, a Final Will serve Letter will be issued. If it doesn't, it will be rejected until it meets the requirements or obtains different approvals by returning to previous steps in the process.



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Harvest Village Public Infrastructure District (PID) No 1 and No 2
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

See Resolution 2025-07 for item materials under action item agenda

RECOMMENDATION

N/A

BACKGROUND

N/A

DISCUSSION

N/A

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

None

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
April 29, 2025**

DRAFT Minutes

5:00 p.m. Special Budget Workshop Meeting

I. BUDGET WORKSHOP #1 - 5:00 P.M.

Mayor Heidi Franco called the meeting to order at 5:00 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood - arrived 5:15 p.m.
Council Member Mike Johnston - arrived 5:05 p.m.
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present: City Manager Matt Brower
Finance Director Sara Jane Nagel
Human Resources Director Cherie Ashe
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
Airport Manager Travis Biggs
Staff Accountant Lynsee Sulser
Accounts Payable Coordinator Wendy Anderson
Public Works Director Matthew Kennard
Fleet Manager Preston Hicken
Building Official Curt Davis
Chief of Police Parker Sever
City Recorder Trina Cooke
IT Director Anthon Beales

Staff Participating Remotely: IT Director Anthon Beales, Human Resources Director Cherie Ashe, Engineering Administrative Assistant Desiree Muheim, Assistant City Manager Mark Smedley, City Engineer Russ Funk, Engineer Ross Hansen, and Chief of Police Parker Sever.

Also Present: Matt and Henry Nagel, and Del Barney.

Also Attending Remotely: (Names are shown as signed in online) Catherine, Jami Hewlett, TL, Shorty5, Shelley Ryan, S, Louise, Kelli, John, Jim, J S, Hw, H, B, Grace KPCW, Andrew Dudik, and Lori Gagan.

II. WORKING DINNER

Mayor Franco invited staff to break for dinner and reconvene in ten to fifteen minutes.

1. Call to Order (Heidi Franco, Mayor)

Mayor Franco reconvened the meeting at 5:13 p.m. and welcomed everyone present.

III. 2026 FISCAL YEAR BUDGET

1. Fiscal Year 2026 Budget Workshop Number One (Sara Nagel, Finance Manager, Matt Brower, City Manager) -

Heber City Manager Matt Bower provided the outline for the Budget Meeting as included in the meeting presentation. Heber City Finance Director Sara Jane Nagel explained to the Council how to Navigate the Budget Book also included in the meeting materials.

Mr. Brower reviewed the Council's budget priorities as identified during the January 2025 Council Retreat and included in the meeting presentation. He shared federal and state economic assumptions; projected population increases for the next ten years for the state of Utah and Wasatch County; and the 2025 sales tax revenue projection for Heber City. He continued to review the details of the budget as included in the presentation.

Ms. Nagel described her approach to allocating the funds and provided changes that might be observed as the Council and Staff continued to review each independent fund.

Human Resources Manager Cherie Ashe reviewed the employee Safety Incentive Program as outlined in the meeting materials. The program would give the City a significant discount on insurance.

Ms. Nagel outlined the general budget details and assumptions for Fiscal Year 2026.

Ms. Ashe shared the proposed cost of living adjustment (COLA) of 2.8% for the City employees, and the removal of the annual merit increase to be replaced by a wage step increase program. She provided a breakdown of employee benefits. She then reviewed the new position hiring history and General Fund salary costs.

Ms. Nagel shared the debt portfolio for the City.

Mr. Brower introduced part two of the budget meeting, providing the names of the 27 individual budget funds. He shared a graph reflecting the all-funds budget breakdown; listed key revenue assumptions; shared a table of General Fund revenues; trending sales tax; general funds, and property taxes.

Ms. Nagel shared the small 8% portion of property tax allocated to the City. Mayor Franco opened the public comment period at 6:53 p.m.

Jami Hewlett asked for an explanation of the zero-balanced budget. She wanted clarification on the developer reimbursement; asked why the City was hiring engineers instead of using the in-house engineers and wanted to know how the City was paying for that in the budget; she asked what the current population of Heber was; why the City was subsidizing health insurance; how many building permits were being issued and how many people that would add to the community that the tax-payers would have to pay for.

Catherine Moore questioned the angled parking proposed for 100 West and asked if it was proposed to extend past the park. City Engineer Russ Funk described the parking project would include angled and parallel parking and stated the intent to begin in spring of 2026. He informed that the City would have a public outreach and input program prior to the project kick-off. The project would extend from 100 North to 300 South. Ms. Moore asked if the City expected to meter the parking in order to prevent the residents in the area from using the parking. Mayor Franco indicated there would be future discussion on the subject, but no decision had been made yet.

Mr. Brower described that zero-based budgeting in a municipality was a budgeting method where each department started from a "zero base" each fiscal year, rather than building on the previous year's budget. Every expense must be justified and aligned with current priorities, ensuring resources were allocated based on need and program effectiveness rather than historical spending. The approach promoted transparency, accountability, and more strategic decision-making in municipal finance.

City Engineer Russ Funk provided an example to explain the City's developer reimbursement process. The City collected impact fees from developers at the beginning of the development process. Developers agreed to install City roads within their developments and the City reimbursed them using the previously collected impact fees. Roads were public infrastructure.

City Manager Matt Brower explained the City utilized consultants when there was not certain in-house expertise for specific needs or the City did not have the capacity, or enough staff, to execute a project in-house. The City's population was approximately 20,000 people.

Laurie Gagan asked how many engineers were on staff. The answer was three.

The public comment period was closed at 7:13 p.m.

Mr. Brower reviewed the individual funds included in the budget. City Engineer Russ Funk described the enterprise-type funds.

Ms. Nagel provided the 2026 utility study results from Zions Public Finance.

The Council discussion included various budget items, capital improvement projects, and the allocation of funds for parks, infrastructure, staffing, and public safety.

Staff would be prepared to provide additional information, and answers to questions, at the next Budget Workshop Meeting number two scheduled for May 6, 2025. It was determined that the Public Hearing for the Budget adoption would be held at the June 3, 2025, City Council Meeting.

IV. COMMUNICATION:

V. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.

Second: Council Member Ostergaard made the second.

Discussion: Mayor Franco reviewed the information Council asked staff to provide at the next meeting: fiscal impact of the proposed nine-step employee wage program, whether staffing growth was keeping pace with City growth and the budget impact this could potentially have.

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

The meeting adjourned at 8:29 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Resolution 2025-08 Amending the Rules of Order and Procedure to Adjust the Agenda Order to Prioritize Public Hearings and Make Additional necessary Agenda Outline Adjustments
RESPONSIBLE: Trina Cooke
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

To ensure timely engagement with community members and avoid unnecessary delays, Staff proposes the following amendment to the Rules of Order and Procedure, section seven, to insert a new section titled "VI. Public Hearings: (Council may take action following public comment and upon conclusion of the public hearing)." The Public Hearings section would be located immediately following Section V. "Conflict of Interest" and preceding the "Consent Agenda." This change prioritizes public input earlier in the meeting and clarifies the Council's ability to take action immediately following public comment when appropriate.

The following additional adjustments to the agenda outline in section seven of the Rules of Order and Procedure are proposed as well:

1. Officially add the section for "Awards, Recognition, and Proclamations" and remove "Awards" from the "General Business" section
2. Remove "Public Hearing" from the "General Business" section
3. Change the the title of "Executive Session" to "Closed Meeting" to align with State Code
4. Move the "Closed Meeting" section to before the "Adjournment" section

RECOMMENDATION

Staff recommends Council approve Resolution 2025-08 to make the proposed minor amendments within the Consent Agenda.

BACKGROUND

In recent meetings, Public Hearings have occasionally been delayed until late in the evening, due to lengthy preceding agenda items. These delays reduce the opportunity for meaningful public participation, particularly for residents with family or work obligations. Late-night hearings are not conducive to transparent and inclusive governance. By placing the Public Hearings earlier in the meeting, the Council can ensure that community members have a reasonable and timely opportunity to engage on matters of public importance.

When looking into the above change, the additional necessary corrections were found.

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Resolution 2025-08 Amending the Rules of Order and Procedure

RESOLUTION NO. 2025-08

A RESOLUTION AMENDING THE RULES OF ORDER AND PROCEDURE TO ADJUST THE AGENDA ORDER TO PRIORITIZE PUBLIC HEARINGS AND MAKE ADDITIONAL AGENDA OUTLINE ADJUSTMENTS

WHEREAS, the City Council of Heber City, Utah recognizes the importance of transparency, public engagement, and accessibility in local governance; and

WHEREAS, Public Hearings are a critical component of Council meetings, allowing residents to comment on proposed ordinances, policies, and decisions that affect the community; and

WHEREAS, the Council seeks to amend the Rules of Order and Procedure to ensure that Public Hearings occur earlier in the meeting agenda, thereby promoting openness, timeliness, and greater community involvement; and

WHEREAS, the outline of the agenda is written in section seven of the Rules of Order and Procedure and requires additional minor adjustments; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Heber City, hereby adopts Resolution No. 2025-08 approving the proposed amendments to Section 7 of the Heber City Rules of Order and Procedure as shown in Exhibit A.

BE IT FURTHER RESOLVED, that these amendments shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20 day of May, 2025, by the City Council of Heber City, Utah.

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

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

EXHIBIT A

Section 7 – Order of Business for Regular Meetings

7.0 – General Order

A. City Council Meetings will be generally conducted in the following order, unless otherwise specified.

A. Workshop Agenda

1. Call to order and announce a quorum is present

B. Regular Meeting Agenda

- 1- Call to order and announce a quorum is present
- 2- Pledge of Allegiance
- 3- Invocation or Thought
- 4- Awards, Recognition, Proclamations
- 5- Conflict of Interest Disclosure
- 6- Public Hearings: (Council may take action following public comment)
- 7- Consent Agenda
- 8- Public Comments
- 9- General Business (*New Section*). This Section shall consist of the following format, in this particular order.
 - ~~— Awards~~
 - General Presentations
 - ~~— City/Public Hearings~~
- 10- Acton Items. This Section shall consist of the following format, in this particular order.
 - Staff/ Consultant Presentations
 - Public questions/comments: This segment shall be limited to 10 minutes per agenda item.
 - Council and Mayor/Chair questions
 - Council Deliberations
 - Opportunity to Councilmember Motions, which may be called at any time
- 11- Communication
- 12- Closed Meeting (as needed)
- 13- Adjournment
- ~~14- Executive Session (as needed)~~



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Monthly Development Report
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
-

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Public Safety Report
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Report on the public safety events of the last month, to include, Calls for Service, Public Events and Crimes of interest.

RECOMMENDATION

Not Applicable

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Police Department
Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Unity Week Events and Council Assignments
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Unity Week Council Assignments:

- 1) Wednesday, June 4, 2025 @ 6:00 p.m. @ Main City Park. Hand out ice cream and greet residents and visitors.
- 2) Thursday, June 5, 2025 @ 6:00 p.m. and 7:30 p.m. on Main Stage. Ribbon cutting at 6:00 p.m. and swag handout at 7:30 p.m.
- 3) Saturday, June 7, 2025 from 9 to noon at the Tabernacle for flower planting.

Red, White and Blue Festival Assignments:

- 1) Friday, July 4, 2025 from 11:45 to 1:00 at the Main Park Pavilion to help serve the City-sponsored free lunch.
- 2) Also encourage council members to participate in the patriotic walk beginning at 8:45 at the Main Park.

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative

Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 5/20/2025
SUBJECT: Envision Central Heber Policy Priority: Initiatives Update
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

- 1. May 20 CC Envision Central Heber Update



Heber City Council Policy Priority: Envision Central Heber

May 20, 2025

Envision Central Heber: Realizing the Vision

Imagine 2050...





...connect destinations





...increased living and working opportunities on Main Street
...support shopping, dining, gathering & entertainment





...enliven the streets in the Main Street area

...features that provide interest and comfort

...add amenities





Partnership with Community Alliance for Main Street (CAMS)



CAMS partnering to Enhance Downtown May 2025

Main Street Beautification

Spring Clean-up: May 17 - 9 to noon

Summer Flower Planting: June 7 - 9
am to noon

15 returning businesses

19 new planters in 2025, including 12
new planters with Heber City's help

Beautification Goals for Main Street:

- Enhance existing light poles by adding **3 flower pots per block** to improve the overall streetscape.
- Utilize **existing large planters from last year** and add new ones as needed to meet this goal.



Main Street Beautification
Mural

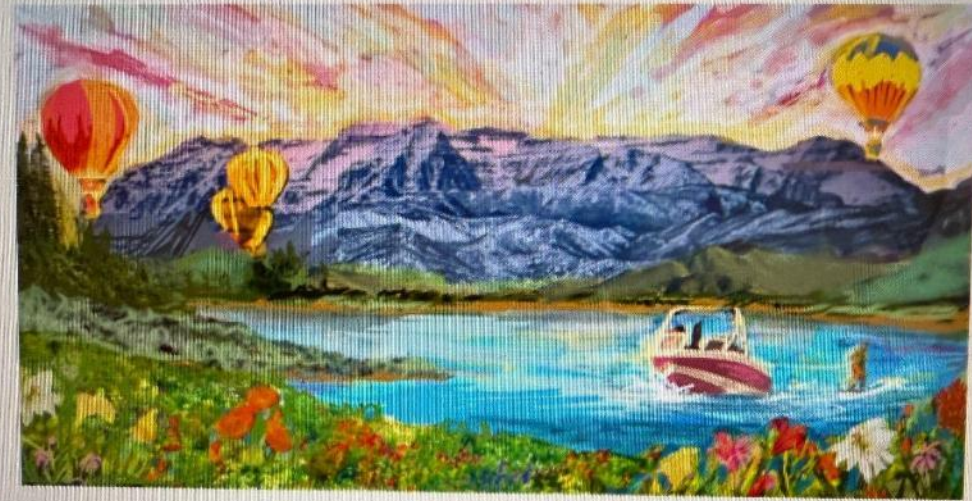
May 23 - 28

Artist: Cheyenne Reese

HEBER CITY TAP TAX

AWARD: \$1,875

Year 6 of Arts in Public Places



Building Owner: Melanie North
Granny's Owner: Armando Quinones

Summer Programming at Main Street Park/ Main Stage

Monday Night Talent Show: 6:30 - 8 pm

To celebrate the completion of the new
Main Stage at Heber Main Street Park

June 2 - Canyon Cottle & Hollow Hill

June 9 - Lee Music Rock Bands

June 23- Luke Dillon Drums

July 14 - Craig Jameson Open Mic

July 28 - Craig Jameson Open Mic

August 11 - Stacy Despain

August 18 - Lee Music Rock Bands

**Soulful Sundays 9 am yoga & Live
Music 6 - 7 pm June, July and
August**



Heber City TAP TAX Grant Award: \$4,830

Fall & Winter Programming Ideas

October Ghost Tours- partnering with Heber Valley Entertainment to create a ghost tour to increase visibility of the historic properties on Main Street

Christmas Outside Market on 200 South
10x10 built booths that can be powered to include light and heaters

Christmas on the Square with lighted tunnels, walkways and light display



Steps towards Historic Preservation

1. Heber City Historic Tour Launch
 - a. 35 properties on the tour + 4 monument signs to be install this summer with \$18,000 of contributed funds from Heber City Council
 - b. Preservation Utah - Website + App
2. Heber City Council funding the Reconnaissance Level Survey \$40,000
2025/26 Budget starts July 1
3. Hire a professional historian to complete study (6 - 9 months)
4. Area of 500 N to 600 S, 600 W to 600 E
5. Recommend Central Heber as a National Historic District
6. If approved home owners could receive 30% tax credit for residential or 40% tax credit for commercial if they meet criteria.
7. Recommend Proposing a Historic Overlay Zone for Central Heber in 2026
 - a. Identity potential buildings that could be at risk : St. Lawrence Mission

Block 103 Redevelopment

Rural Communities Opportunity Grant up to \$600,000 with a 30% match required

- 8 property owners are interested in redevelopment rear parking area
- Several property owners are also interesting in improving their own properties with the parking improvement
- Opens: Sept. 15, 2025
- Closes: Oct. 31, 2025





Downtown Transformation

Downtown Parking and 100 West Improvements

Downtown Parking



Development Data:
Parking:
126 Stalls

Potential for Shared Public Parking

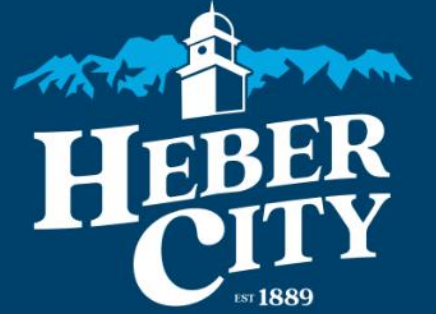


C Street

Initial Location for C Street



HEART OF THE WASATCH BACK



Initial C Street Improvements

Street Name Sign (4)



Ped. Xing Sign (4)



Wayfinding Map (2)



Pavement Marking



Pavement Marking



Shared Path Sign (6)



Wayfinding Sign (4)



C Street Next Steps

1. Obtain parking and walkway easements
2. Finalize Design
3. Obtain Quotes
4. Install improvements

100 West Improvements

DEVELOPING HEBER CITY'S VISION FOR DOWNTOWN



Horrocks' proposed approach for the design and reconstruction of 100 West offers a comprehensive solution that aligns seamlessly with Heber City's vision of creating a vibrant, pedestrian-friendly downtown corridor. Our plan reflects a deep understanding of the City's goals and demonstrates our flexibility in bringing this vision to life. We have outlined key sections with thoughtfully designed options that address critical factors and potential challenges. These options will be reviewed collaboratively with the City and other stakeholders to determine the most effective solutions for each segment of the project. Our approach emphasizes the following key priorities:

ALIGNMENT WITH THE CITY:

- ▶ **Pedestrian-Friendly Corridor:**
 - Incorporates widened walkways, mid-block bulb-outs, and shortened pedestrian crossings to foster a safe and walkable environment.
 - A multiuse trail supports alternative transportation options, connecting parks and public spaces while improving walkability and cyclist safety.
- ▶ **Downtown Aesthetic and Functionality:**
 - Zero lot line buildings, street furniture, and landscaping create an inviting streetscape.
 - Integration with public spaces like Main Street Park and the Tabernacle Square ensures the redesign complements existing cultural and community hubs.

- ▶ **Traffic and Utility Upgrades:**
 - Thoughtful intersection designs improve traffic flow while maintaining the pedestrian-friendly focus.
 - A robust utility overhaul modernizes outdated systems, ensuring reliable water, sewer, and stormwater management for decades.

BENEFITS TO HEBER CITY:

- ▶ **Phased Design Approach:**
 - Design will incorporate areas that are currently residential and provide a phased approach in a way that allows for future angled parking but keeps residential areas as bump outs or parallel parking. As development progresses in the residential areas the City can work with the developer to obtain contributions to the project to help offset the project cost. The design will be created so it can act as guide for the development of the future frontage areas.
- ▶ **Community-Centric Development:**
 - Extensive public and business outreach ensures that stakeholder concerns are addressed, fostering community buy-in.
 - Accommodations for park activities and business access minimize disruption during construction.
- ▶ **Economic Growth:**
 - Improved downtown appeal is poised to attract new businesses, visitors, and investment, stimulating the local economy.
 - Enhanced infrastructure prepares Heber City for future growth, accommodating parking and increased urban density.
- ▶ **Sustainability and Resilience:**
 - Incorporation of Low Impact Development (LID) features supports sustainable water management.
 - ADA-compliant designs promote inclusivity, ensuring access for all community members.
- ▶ **Efficient and Strategic Planning:**
 - A phased approach and clear milestones allow seamless execution while minimizing impact on residents and businesses.
 - Collaboration with utility providers and preemptive risk mitigation strategies reduce potential project delays and cost overruns.

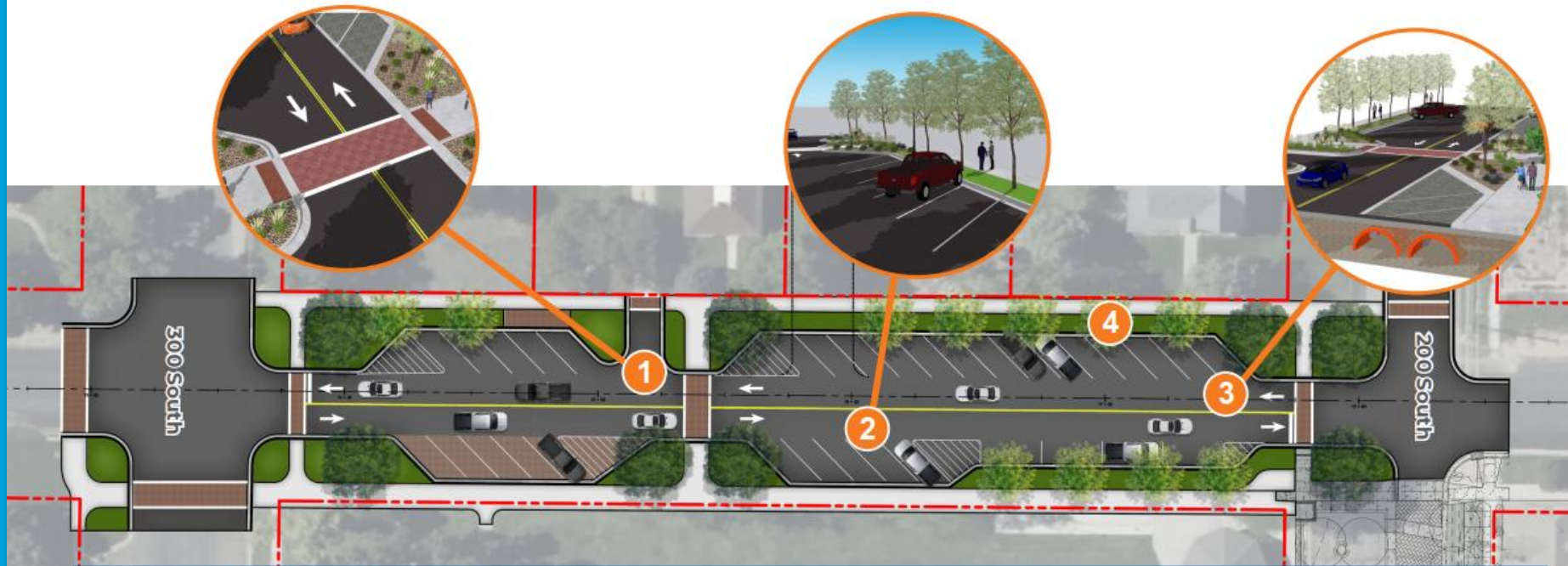
RESULTS:

Collaboration will result in an improved downtown area that meets the City's current needs and is adaptable for future growth and demands.



500 SOUTH TO 300 SOUTH

- 1 Landscape Design:** The landscape design features wide pedestrian walkways, thoughtfully placed street furniture, and lush greenery to create an inviting and cohesive streetscape. These elements seamlessly connect with community spaces such as Main Street Park, fostering a vibrant environment for gatherings and events. Crucially, the design is future-ready, with the flexibility to accommodate zero lot line commercial buildings and anticipated downtown growth. Utility layouts and streetscape plans are structured to support scalable upgrades, ensuring that Heber City's evolving needs can be met without significant disruptions. This forward-thinking approach ensures a balance of immediate improvements and long-term adaptability, aligning with the City's vision for a sustainable and thriving downtown area.
- 2 Business Accessibility:** The completed design ensures seamless business accessibility with improved shared parking entrances, widened pedestrian corridors, and efficient traffic flow. These enhancements make it easier for customers to reach local businesses, fostering increased foot traffic and supporting economic vitality in Heber City's downtown corridor. The result is a more inviting and accessible environment that promotes sustained growth for the local business community.
- 3 Residence Driveway Access:** By incorporating thoughtful layouts and efficient traffic management, the project provides safe, convenient, and aesthetically integrated access to private properties. These enhancements not only address current needs but also allow flexibility for future developments, ensuring long-term accessibility for residents accommodate future redevelopment of the properties.



300 SOUTH TO 200 SOUTH

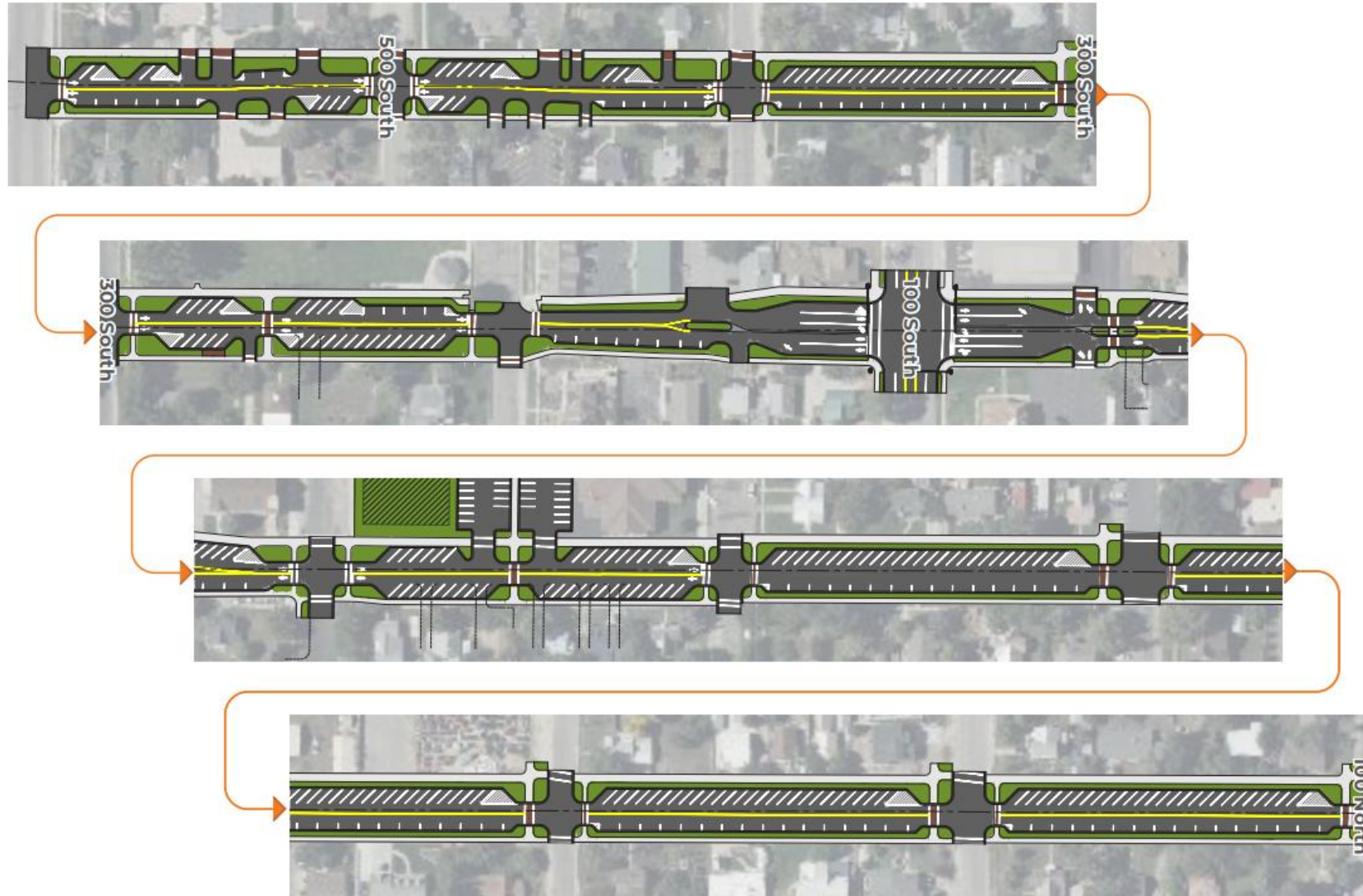
- 1 Pedestrian Crossings:** The completed design enhances pedestrian safety and convenience with improved crossings, including shortened distances and strategically placed mid-block bulb-outs. These features ensure safe and efficient navigation across 100 West, including individuals with disabilities, promoting walkability and reducing potential conflicts with vehicles. These considerations will be carefully integrated into the overall streetscape design to create an inclusive and welcoming environment for all users. The result is a vibrant, pedestrian-friendly corridor that aligns with Heber City's vision for a connected and accessible downtown.
- 2 Streetside Parking:** The design incorporates the use of angled and parallel parking, optimizing the use of available space while enhancing accessibility for visitors and residents. Angled parking increases capacity along the corridor, while parallel parking provides flexibility and ensures smooth traffic flow. These well-integrated parking solutions support the vibrant downtown atmosphere envisioned for Heber City, balancing functionality and aesthetic appeal.
- 3 Storm Drain System:** The completed storm drain system will ensure effective water management by incorporating modern infrastructure designed to handle both current and future needs. Enhanced collection, detention, and conveyance systems meeting the 100-year storm plan that mitigate flood risks and support water quality through Low Impact Development (LID) features where feasible. These upgrades provide a resilient and sustainable solution that integrates seamlessly with the overall corridor design, safeguarding Heber City's infrastructure and environment.
- 4 Parking Strips:** Park strips can be added to increase aesthetics, green space, and snow storage; or removed to increase angled parking over parallel parking.



100 SOUTH TO 100 NORTH

- 1 Major Intersections:** The high traffic intersections, including those that book-end the project at 100 S and 600 S, will be optimized with turning lanes with stacking length according to recent traffic study, and seamless transitions to neighboring corridors, reducing congestion and provide a smooth travel experience for drivers and pedestrians alike.
- 2 Aesthetics:** The roadway design emphasizes a cohesive and modern aesthetic, with features such as well-integrated bulb-outs, improved pedestrian crossings, and smooth transitions between parking and travel lanes. These design elements create a visually appealing and functional corridor that enhances Heber City's downtown identity while supporting accessibility and traffic flow.
- 3 Multiuse Trail and Safe Routes to School:** The completed multiuse trail along 100 West provides a safe and accessible corridor for pedestrians, cyclists, and other non-motorized users, seamlessly connecting downtown parks, open spaces, and key community destinations. Designed with safety and functionality in mind, the trail incorporates features that align with Heber City's Safe Routes to School initiative, ensuring children and families have secure and convenient pathways to local schools. These enhancements promote active transportation and create a cohesive, family-friendly environment that supports the City's vision for a connected and walkable downtown.
- 4 Public Parking:** A key aspect of the redevelopment plan includes the potential purchase of properties on the east side of 100 West—specifically the Wasatch County Fire and Heber Light & Power buildings—located between Center Street and 100 South. By converting these properties into surface lots or a parking structure, the project addresses growing parking demands while ensuring accessibility for residents and visitors supporting the City's vision for improved convenience and accessibility to downtown.

PROJECT AREA - 500 SOUTH TO 100 NORTH



Downtown Zoning Updates

Downtown Zoning Updates

- Adopt a code in the Zoning Ordinance requiring C Street
- Adopt a C Street Initial Cross Section Design
- Adopt the C Street/Downtown Brand
- Designate a Parking District
- Adopt a Parking Fee-in Lieu
- Adopt Central Heber Overlay Zone (CHOZ)
- Adopt Flexible Historic Building Use Ordinance
- Modify Angled Parking Standards
- Adopt a financial policy that incentivizes:
 - Locally owned businesses to locate in the downtown
 - The use of the Downtown Brand
 - The installation of blade signs

Main Stage: Phase I of Main Park Investments









Amended CRA Project Boundary



Heber City Council Staff Report

MEETING DATE:	5/20/2025
SUBJECT:	Resolution 2025-07 Harvest Village Public Infrastructure District (PID) No 1 and No 2
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Harvest Village has petitioned Heber City for the creation of 2 Public Infrastructure Districts (PID) encompassing 38.842 acres. A PID is a tool authorized by the State of Utah created to assist in the payment of development infrastructure. On May 6, 2025, Council held the required public hearing. Council asked for staff to compare the Harvest Village and Jordanelle Ridge PIDS, see comparison attached.

Harvest Village is proposing 5 percent of the PID value be oriented to enhanced improvements, compared to Jordanelle Ridge's 10 percent. The reason for this difference is Jordanelle Ridge covers broader cultural, recreational and utility infrastructure, which reflects a larger scale master planned development with 6,700 residential units versus 332 residential units and 100,000 square feet of commercial for Harvest Village. Both developments have a mill levy of 5 mills with similar funding durations. Harvest Village reflects a project cost of \$30 million and 38.8 acres, with Jordanelle Ridge reflecting a project cost of \$250 million and 3,051 acres. Harvest Village's enhanced improvements include transit center & multi-modal integration, public art, plaza wide wifi, perimeter trail enhancements and creek and pond connectivity features. Jordanelle Ridge enhancements include landscaping, parking lot, ice ribbon, splash pad, rental building, Zamboni, trail improvements, clubhouse, pool, bowling alley & game room, performing art center, amphitheater, HOA barn, studio, gym, sport court, kids club, pickle ball courts and trail head.

The next step for the City in this process is to adopt Resolution 2025-07.

The policy question for Council is:

- Should Heber City adopt Resolution 2025-07?

RECOMMENDATION

Staff recommends Council discuss the proposed Enhanced Improvements section of the Governing Doc found in Exhibit 4 and summarized below. Once Council is comfortable with this section, or its modifications, staff recommends adoption of Resolution 2025-07.

BACKGROUND

The City's PID Policy requires that a development within a PID offer amenities above and beyond what is required within the development code and a development agreement (MDA). Some key considerations from the PID Policy include:

- Preserve the open lands that surround Heber
- Create friendly neighborhoods and centers that focus homes, jobs, shopping, and recreation into places where Heber residents and others can gather and interact regularly
- Enhance and strengthen downtown – the heart of the Heber community
- Grow, promote, and diversify recreational opportunities

Other considerations from the City's PID Policy include:

- Encourage housing variety that results in an increase of attainable residences for those making near or less than the area median income
- Provide housing options, both “for sale” and “for rent,” for employees in industries such as education, government, etc.
- Create opportunities for sustainable and environmentally focused developments

The petitioner's Governing Doc has the following proposed enhancements. None of these are required by the City Code or the Annexation MDA.

- **Transit Center & Multi-Modal Integration**
Development and installation of a custom-designed High Valley Transit bus stop and shelter, including architectural enhancements, integrated bike racks, scooter parking, and ADA-compliant connections to pedestrian and trail networks.
- **Public Art Program**
Implementation of custom artwork throughout the District, including such things as murals, sculptures, and placemaking installations that reflect local heritage, promote community identity, and enhance pedestrian experiences.
- **Plaza-Wide WiFi Access**
Installation of reliable, publicly accessible WiFi coverage throughout the Village plaza and adjacent public gathering areas to support connectivity, safety, and accessibility.
- **Perimeter Trail Enhancements**
Construction of a perimeter walking and biking trail with enhanced features including such things as additional bench placement, directional wayfinding signage, interpretive ecological and historical displays, and outdoor fitness stations.

- **Creek and Pond Connectivity Features**

Creation of integrated creek and pond water features that serve both aesthetic and ecological functions, with pathways and bridges that connect neighborhoods and amenities throughout the District.

DISCUSSION

Council requested a comparison of the Jordanelle Ridge PID and the Harvest Village PID, attached in the exhibits. The City has the power to dictate what the PID can be used for, and if done correctly a PID can bring value to the City, the Residents, and the Developer. Council should ensure a comfort level with negotiations on the proposed enhanced services.

FISCAL IMPACT

None. PIDs are financed through a mil levy specific to the identified legal descriptions in the Governing Doc.

CONCLUSION

The proposed Harvest Village PID No 1 & No 2 are consistent with the City's PID Policy

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Resolution 2025-07** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Resolution 2025-07** as amended, as follows.

Alternative 3 - Continue

I move to **continue Resolution 2025-07** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny Resolution 2025-07** with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Creation Resolution - Harvest Village PID No. 1 and No. 2 (YH)(5-12-2025)
2. heber memo to Matt B on Jordanelle and Harvest Village PID summar and comparison of substantive terms, May 2025
3. Harvest Village PIDs 1-2 Governing Document - CLEAN (YH)(5-12-2025)
4. Harvest Village PID Pres
5. Jordanelle Ridge Governing Doc
6. 2025-05-14 PID2 signed
7. 2025-05-14 PID1 signed
8. 2025-05-14 PID signed
9. PID1 original

Heber City, Utah

May 20, 2025

The City Council (the “Council”) of Heber City, Utah (the “City”), met in regular session (including by electronic means) on May 20, 2025, at its regular meeting place in Heber, Utah at 6:00 P.M., with the following members of the Council being present:

Heidi Franco	Mayor
Aaron Cheatwood	Councilmember
Sid Ostergaard	Councilmember
Mike Johnston	Councilmember
D. Scott Phillips	Councilmember
Yvonne M. Barney	Councilmember

Also present:

Trina Cooke	City Recorder
Matt Brower	City Manager
_____	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this May 20, 2025, meeting, a copy of which is attached hereto as **Exhibit A**.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember [_____] adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 2025-07

A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF HEBER CITY, UTAH (THE “CITY”), PROVIDING FOR THE CREATION OF HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND NO. 2 (COLLECTIVELY THE “DISTRICTS”) AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the City requesting adoption by resolution the approval of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “Act”) within the City and approve an annexation area (“Annexation Area”) which any of the Districts which any of the Districts may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure Districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in each District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 P.M. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the Districts before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the District’s boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B between the City and the Districts; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Boundary Action for each District attached hereto as Exhibit C (the “Boundary Notice”) and Final Entity Plat attached to each as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as a separate entities from the City in accordance with the Governing Document and the Act. The boundaries of each of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from any District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the District to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each the Board of the Districts shall be initially composed of the same members. The initial Board of the Districts is hereby appointed as follows:

- (a) Trustee 1 – Neil Goldman, for an initial 6-year term;
- (b) Trustee 2 – Andy Dorobek, for an initial 4-year term;
- (c) Trustee 3 – David French, for an initial 6-year term term;
- (d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of a certificate of creation for each of the Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of each of the Districts (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of the Wasatch County within thirty (30) days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilperson, or the City Attorney.

PASSED AND ADOPTED by the City Council of Heber City, Utah, this May 20, 2025

HEBER, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Here follows other business not pertinent to the above.)

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

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I, Trina Cooke, the undersigned duly qualified and acting City Recorder of Heber City, Utah (the “City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on May 20, 2025, commencing at the hour of 6:00 P.M., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this May 20, 2025.

By: _____
 City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the “City”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on May 20, 2025, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature February 5, 2025.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Harvest Village Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the “Council”), acting in its capacity as the creating entity for Harvest Village Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a Final Local Entity Plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this May 20, 2025.

**CITY COUNCIL OF HEBER CITY, UTAH,
acting in its capacity as the creating authority for
HARVEST VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2025.

NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Harvest Village Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the “Council”), acting in its capacity as the creating entity for Harvest Village Public Infrastructure District No. 2 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a Final Local Entity Plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this May 20, 2025.

**CITY COUNCIL OF HEBER CITY, UTAH,
acting in its capacity as the creating authority for
HARVEST VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025.

NOTARY PUBLIC

MEMORANDUM

TO: Matt Brower, Heber City Manager

FROM: J. Mark Smedley, Heber City Assistant City Manager

RE: Substantive Terms Summary and Comparison between the Jordanelle PID and Harvest Village PID Agreements.

DATE: May 12, 2025

Comparison of PID Agreements: Harvest Village vs. Jordanelle Ridge

Mill Levy Amounts

- **Harvest Village PID:** Establishes a **Maximum Debt Mill Levy of 5 mills (0.005 per dollar of taxable value)**, ensuring that the aggregate impact remains within regulatory limitations.
- **Jordanelle Ridge PID:** Implements a **Maximum Debt Mill Levy of 5 mills**, with similar restrictions but a broader scope given the size of the development.

Total Project Costs

- **Harvest Village PID:** Estimated public improvement costs are **\$30,000,000**, with a total limited tax debt issuance cap at **\$25,000,000**.
- **Jordanelle Ridge PID:** Estimated total project costs are **\$250,000,000**, with a matching total debt issuance cap of **\$250,000,000**, reflecting its significantly larger scale.

Public Benefits of Each

- **Harvest Village PID:** Commits **5% of Net Proceeds from Bonds** toward **Enhanced Improvements**, including upgrades to parks, trails, and transportation infrastructure.
- **Jordanelle Ridge PID:** Allocates **10% of Net Proceeds** for **Enhanced Improvements**, incorporating additional cultural and recreational amenities exceeding base development requirements.

Funding Length

- Both agreements require bonds to mature within **31 years** and prevent mill levy imposition beyond **40 years** from the first imposition.

Total Acres of Each

- **Harvest Village PID:** Covers approximately **38.8 acres**.
- **Jordanelle Ridge PID:** Encompasses **approximately 3,051 acres** across multiple districts.

Comparison of Additional Improvements Funded

District No. 1 (Village 1)

- **Enhanced Public Improvements:** Development of a **City Park** featuring an **Ice Ribbon/Splash Pad**, trail upgrades, and parking infrastructure.
 - **Total Cost: \$8,145,000**
- **Developer-Funded Amenities:** Includes a **Clubhouse, Pool, Bowling Alley, and Game Room**, with surrounding landscaping and retaining walls.
 - **Total Cost: \$3,000,000**
- **Additional PID Funded Infrastructure:** Investment in **secondary water, sewer, culinary water, and storm drainage** systems.
 - **Total Cost: \$7,258,605**

Heber City Improvements: Expansion of **power main loops** and storm retention systems.

Total Cost: \$3,748,273

District No. 2 (Village 2)

- **Enhanced Public Improvements:** Development of an **Art District - City Park**, including a **Performing Arts Center and Amphitheater**, major road expansions, and retaining walls.
 - **Total Cost: \$15,620,600**
- **Developer-Funded Amenities:** Expansion of **HOA Club Amenities**, adding a **Barn, Gym, Pickle ball Courts, Flow-Trail Park, and Coyote Trail Head**.
 - **Total Cost: \$2,481,968**

- **Additional PID Funded Infrastructure:** Secondary and culinary water enhancements, pump stations, and large-scale distribution systems.
 - **Total Cost: \$6,589,608**
- **Heber City Infrastructure Upgrades:** Includes debris basins and field drainage improvements.
- **Total Cost: \$6,813,055**

Summary & Key Takeaways

- The **Jordanelle Ridge PID** is a **large-scale, multi-district project** with **higher total project costs (\$250M) and larger geographic coverage (3,051 acres)**; compared to **Harvest Village's compact scope (\$30M, 38.8 acres)**.
- Both agreements maintain a **maximum mill levy of 5 mills** and require **similar funding durations**.
Jordanelle Ridge commits a higher percentage of Net Proceeds (10%) toward public benefits, compared to **Harvest Village's 5% allocation**.
- The **Enhanced Improvements and Developer-Funded Amenities** in Jordanelle Ridge cover **broader cultural, recreational, and utility infrastructure**, reflecting a larger-scale master development.

**GOVERNING DOCUMENT
FOR
HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND NO. 2
LOCATED IN HEBER CITY, UTAH**

Prepared by:

York Howell, LLC
South Jordan, Utah

May ____, 2025

TABLE OF CONTENTS

GOVERNING DOCUMENTi

FOR i

HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT no. 1 and No. 2i

LOCATED IN HEBER CITY, UTAH.....i

I. INTRODUCTION 1

 A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services. 1

 B. Objective of the City Regarding Districts’ Governing Document. The City’s objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts. All Debt is expected to be repaid at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by fees and by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. 1

II. DEFINITIONS2

III. BOUNDARIES.....5

IV. BENEFITS OF DISTRICT.....5

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES5

 E. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.6

 I. 7

 Overlap Limitation.....7

J.	Initial Debt Limitation	8
VI.	THE BOARD OF TRUSTEES.....	9
A.	Board Composition. The Board shall be composed of three (3) Trustees, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for the Districts shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of four (4) years; Trustee 1 and Trustee 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts.	9
B.	Transition to Elected Board	9
C.	Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, for any seat which has not transitioned to an elected seat, the District shall notify the City of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act. Any Trustee shall continue to serve until a new Trustee is elected.....	10
D.	Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.....	10
E.	Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State law.	10
VII.	REGIONAL IMPROVEMENTS	11
	The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.....	11
VIII.	FINANCIAL PLAN	11
A.	General.....	11
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount.	11
C.	Maximum Debt Mill Levy; Prepayment of Assessments.....	11
1.	The “Maximum Debt Mill Levy,” which is the maximum mill levy the Districts is permitted to impose upon the Taxable Property within the Districts for payment of Limited Tax Debt and administrative expenses, shall be 0.005 per dollar of taxable value of Taxable Property in the Districts; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill	

	Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.	11
2.	Notwithstanding Paragraph 1 above, the Districts may not concurrently impose a mill levy and Assessments on End Users unless the aggregate impact of such payments is forecasted at the time of issuance of such Debt to be less than 0.005 per dollar of the anticipated taxable value upon buildout of Taxable Property within the Districts (such value to be estimated by an appraisal or market study or related report relating to such Debt). Such forecast may factor in any required prepayment of Assessments prior to conveyance to End Users. C-PACE Assessments are not subject to the foregoing limit. The foregoing limit shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.....	12
D.	Maximum Debt Mill Levy Imposition Term.....	12
E.	Debt Instrument Disclosure Requirement.	12
F.	Security for Debt.....	12
G.	Districts’ Operating Costs.....	13
H.	Bond and Disclosure Counsel; Municipal Advisor.	13
IX.	ANNUAL REPORT	13
	1. Names and terms of Board members and officers;.....	13
	2. Board seat transition milestones and progress towards Board transition, as applicable;.....	13
X.	DISSOLUTION	14
XI.	DISCLOSURE TO PURCHASERS.....	14
XII.	ENFORCEMENT.....	15
	In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations, or restrictions in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.	15
	EXHIBIT 1	1
	(Legal Descriptions)	1
	Parcel 1: 00-0020-0622.....	1
	Parcel 2: 00-0021-1558.....	3
	EXHIBIT 2	1
	EXHIBIT 3	1
	EXHIBIT 4	1

LIST OF EXHIBITS

- | | |
|------------------|---------------------------------|
| EXHIBIT 1 | Legal Descriptions |
| EXHIBIT 2 | Initial District Boundaries Map |
| EXHIBIT 3 | Annexation Map |
| EXHIBIT 4 | Enhanced Improvements |

I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts. All Debt is expected to be repaid at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by fees and by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an interlocal agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an interlocal agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on Taxable Property and that shall not exceed the Maximum Debt Mill Levy Imposition Term on Taxable Property. It is the intent of this Governing Document to assure to the extent possible that no Taxable Property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no Taxable Property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. It is the intent of this Governing Document that no Taxable Property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no Taxable Property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the

cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

C. Limitation on Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of a District to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to a District or create a basis for a party to challenge the incorporation or operation of a District, or any Debt issued by a District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area depicted in the Annexation Map which have been approved by the City for annexation into or withdrawal from any of the Districts upon the meeting of certain requirements.

Annexation Area: means the map attached hereto as **Exhibit 3**, describing the property proposed for annexation into or withdrawal from any of the Districts.

Approved Development Plan: means an approved development agreement identifying, among other things, Public Improvements necessary for facilitating development for property with the Districts. For purposes of this Governing Document, the Development Agreement for the Project approved by the City on January 21, 2025 shall constitute an Approved Development Plan.

Assessments: means assessments levied in an assessment area created within a District pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Assessment Act: means, collectively: (i) Title 11, Chapter 42, Utah Code as may be amended from time to time; and (ii) the C-PACE Act.

Board: means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, impose Fees, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council of Heber City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of a District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means Angstrom Development Group LLC, and its affiliates and successors and assigns.

District: means any one of the Harvest Village Public Infrastructure Districts.

District No. 1: means Harvest Village Public Infrastructure District No. 1.

District No. 2: means Harvest Village Public Infrastructure District No. 2.

Districts: means District No. 1 and District No. 2.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundaries Map and the Annexation Map.

End User: means any owner, or tenant of any owner, of any improvement within the Districts, who is intended to become the ultimate user of such improvement. By way of illustration, a residential homeowner, renter, commercial property owner, or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park, transportation or recreation improvements within the Harvest Village development project that directly benefit the residents within the Districts and that are not otherwise required by the Development Agreement for the Harvest Village Mixed Use Development. The Districts and City agree that the Enhanced Improvements generally consist of the improvements detailed in Exhibit 4.

Fees: means one or more fees imposed by any District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes, Assessments, and/or Fees for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with applicable State law and approved by the Boards in accordance with applicable State law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries Map, and more particularly described by the legal descriptions found in **Exhibit 1**.

Initial District Boundaries Map: means the map attached hereto as **Exhibit 2**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales, and marketing of such securities and the procuring of bond ratings, credit enhancement, and insurance in respect to such securities; (ii) shall be an investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Net Proceeds: means the gross proceeds of the sale of Bonds secured by ad valorem property taxes that are levied by the Districts, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or properties commonly referred to as Harvest Village.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the District Act to serve the future property owners and inhabitants of the District Area as determined by the Board, and includes “Public Infrastructure and Improvements” as defined in the PID Act.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The total area of the Initial District Boundaries includes approximately 1,691,958 square feet or 38.8 acres. The legal description of the Initial District Boundaries is attached hereto as **Exhibit 1**. The Initial District Boundaries and the Annexation Area Boundaries are attached hereto as **Exhibit 2** and **Exhibit 3**. It is anticipated that the Districts’ boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. BENEFITS OF DISTRICT

The Districts anticipate providing many benefits to the City and surrounding areas in the form of financing for the Public Improvements to be constructed and dedicated to the City or other appropriate entity, utility, or owners association in conjunction with the approved Project plans and this Governing Document. The Districts are authorized by the City to fund the construction of Enhanced Improvements, and the Districts agree to invest 5% of Net Proceeds from Bonds secured by ad valorem property taxes.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. **Powers of the Districts.** The Districts shall have the power and authority to provide the Public Improvements within and outside the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein. The Districts shall dedicate the Public Improvements to the City or other appropriate entity, utility, or owners association in a

manner consistent with the rules and regulations of the City and applicable provisions of State law. Each District shall be permitted to pay for Public Improvements provided that such District complies with this Section V and other requirements of this Governing Document, including, but not limited to, the Debt limit provided in Section VIII.A and the Maximum Debt Mill Levy provided in Section VIII.C.

B. Reimbursement for Improvements. Any impact fee reimbursements or credits which become available due to the financing of Public Improvements by a District shall be for the benefit of the Districts and not any developer. The specifics of the scope and availability of impact fee credits or reimbursements shall be reserved and may be addressed in a future interlocal agreement between the City and a District.

C. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements or Enhanced Improvements to the City or other appropriate entity, utility, or owners association in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

D. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the Districts which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

E. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

F. Municipal Advisor Certificate. Prior to the issuance of Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. Annexation and Withdrawal.

(a) The District shall not include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such withdrawal..

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District(s) shall provide the City a description of the revised District boundaries.

(e) Annexation or withdrawal of any area in accordance with this Section shall not constitute an amendment of this Governing Document.

H. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

I. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the boundaries of the Districts shall not overlap the boundaries of any other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the applicable District and such districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

J. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan relating to property within the Districts, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

K. Total Debt Issuance Limitation. The Districts shall not issue Limited Tax Debt in excess of an aggregate amount of **Twenty-Five Million Dollars (\$25,000,000)**. This amount excludes any portion of Bonds issued to refund a prior issuance of Debt by the Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2049.

L. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

- (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and
- (b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

M. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as specified application materials relating to the Districts and as may be further defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from

the zoning on the property in the District Area and is approximately Thirty Million Dollars (\$30,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements

N. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three (3) Trustees, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for the Districts shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of four (4) years; Trustee 1 and Trustee 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts.

B. Transition to Elected Board.

(a) For a District anticipated to include residential uses, at the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the "Anticipated Units"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective Board seats for the District with residential property shall transition from appointed to elected seats according to the following milestones:

Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

(b) For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of owners of

land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each one-third value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, for any seat which has not transitioned to an elected seat, the District shall notify the City of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act. Any Trustee shall continue to serve until a new Trustee is elected.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy within the Maximum Debt Mill Levy

Imposition Term, Assessments, impact fees remitted by the City, and other legally available revenues. The total Limited Tax Debt that the Districts shall be permitted to issue shall not **exceed Twenty-Five Million Dollars (\$25,000,000)** and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of Debt issued to refund a prior issuance of Debt by the Districts shall not count against the permitted total Debt. In addition, this limitation does not apply to a District's pledge of its property tax revenues to the Debt of the other District. In addition, any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including, without limitation, general ad valorem taxes to be imposed upon all Taxable Property within the Districts, impact fees, and Assessments. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law, and federal law, as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; Prepayment of Assessments.

1. The "Maximum Debt Mill Levy," which is the maximum mill levy the Districts is permitted to impose upon the Taxable Property within the Districts for payment of Limited Tax Debt and administrative expenses, shall be **0.005 per dollar** of taxable value of Taxable Property in the Districts; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

2. Notwithstanding Paragraph 1 above, the Districts may not concurrently impose a mill levy and Assessments on End Users unless the aggregate impact of such payments is forecasted at the time of issuance of such Debt to be less than 0.005 per dollar of the anticipated taxable value upon buildout of Taxable Property within the Districts (such value to be estimated by an appraisal or market study or related report relating to such Debt). Such forecast may factor in any required prepayment of Assessments prior to conveyance to End Users. C-PACE Assessments are not subject to the foregoing limit. The foregoing limit shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the Districts shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

F. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue, or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts’ obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All Debt issued by the Districts for which a tax is pledged to pay the Debt service shall meet the requirements of all applicable statutes.

G. Districts’ Operating Costs.

The estimated cost of engineering services, legal services, and administrative services, together with the estimated costs of the Districts’ organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be financed. The first year’s operating budget of the Districts is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues and may also be financed for a period of time until the Districts revenues are anticipated to be sufficient to bear such costs. The Districts may also enter into a reimbursement

agreement with the Developer of the Project to reimburse such Developer for any such administrative costs paid by Developer.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and a Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts are encouraged to use the City's bond counsel and Municipal Advisor, however, the Districts may request to use other bond counsel or Municipal Advisors, meeting the requirements in the foregoing sentence, with such request in writing, delivered to the City manager and the City attorney, stating the grounds for such request. Such request shall not be unreasonably denied or delayed. In the event the City does not object to the Districts' request in writing within twenty-one (21) calendar days, stating the grounds for the objection, the Districts' selection shall be deemed approved.

IX. ANNUAL REPORT

A. General. In addition to all reporting requirements required by State law, the Districts shall be responsible for submitting an annual report to the City Recorder's Office no later than two hundred and ten (210) days following the end of such Districts' fiscal year, beginning with fiscal year 2025.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Names and terms of Board members and officers;
2. Board seat transition milestones and progress towards Board transition, as applicable;
3. District office contact information, if changed;
4. A summary of any litigation which involves the Districts as of the last day of the prior fiscal year, if any;
5. A summary of the total Debt authorized and total Debt issued by the Districts as well as any presently planned Debt issuances;
6. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument; and
7. Any inability of the Districts to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of incorporation for the District, or the annexation of property into the District, the Board shall record a notice against the property with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the Debt may convert to general obligation Debt and outlining the provisions relating to conversion, and state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the maximum rate the District may levy; and (e) include substantially the following language in bold:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$500** for the duration of the District’s Bonds.”

Failure to provide any disclosures required by this Section shall not relieve any property owner of the obligation to pay taxes imposed by the District.

The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose all of the information in the first paragraph of this Section XI prior to entering into any purchase contract or lease or acceptance of any deposit relating to such residential or commercial property with initial resident homeowners or commercial property owners and/or commercial tenants, as applicable. Such disclosures shall require a signature of such purchaser acknowledging the foregoing.

XII. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations, or restrictions in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT 1

(Legal Descriptions)

Harvest Village PID No. 1 – Legal Description

Parcel 1: 00-0020-0622

BEGINNING AT A POINT NORTH 89°17'09" WEST 1894.08 FEET ALONG THE SOUTH SECTION LINE AND NORTH 870.95 FEET FROM THE ORIGINAL SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT THE CORNER OF A FENCE; THENCE ALONG SAID FENCE THE FOLLOWING EIGHT COURSES; THENCE NORTH 01 °32'49" WEST 120.95 FEET; THENCE NORTH 25°36'52" EAST 90.88 FEET; THENCE NORTH 32°19'33" EAST 120.86 FEET; THENCE NORTH 31°02'53" EAST 135.11 FEET; THENCE NORTH 07°40'04" EAST 313.06 FEET; THENCE NORTH 07°47'31" EAST 142.80 FEET; THENCE NORTH 07°42'05" EAST 92.71 FEET; THENCE NORTH 07°57'21" EAST 88.82 FEET; THENCE ALONG A FENCE ON THE NORTH SIDE OF THE PROPERTY THE FOLLOWING NINE COURSES; THENCE NORTH 84°40'25" EAST 162.95 FEET; THENCE SOUTH 78°19'19" EAST 175.24 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ALONG STATE ROAD 220 (RIVER ROAD); THENCE NORTH 84°30'01" EAST 196.45 FEET; THENCE NORTH 71°11'32" EAST 46.59 FEET AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER LOCATED ON THE APPARENT OLD SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 220 (RIVER ROAD); THENCE SOUTH 86°47'32" EAST 90.60 FEET; THENCE NORTH 88°41'42" EAST 190.44 FEET; THENCE SOUTH 89°17'10" EAST 180.01 FEET; THENCE NORTH 89°05'02" EAST 52.91 FEET; THENCE SOUTH 89°04'05" EAST 189.48 FEET TO A FENCE FOLLOWING THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 40; THENCE SOUTH 24°19'21" EAST ALONG SAID FENCE AND RIGHT-OF-WAY LINE 683.46 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT (175-35.42); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 23°15'01" EAST 456.90 FEET TO A FENCE FOLLOWING THE NORTH BOUNDARY OF THE HUGH SMITH PROPERTY (SAID FENCE LINE ASSUMED TO BE THE NORTHERLY BOUNDARY LINE OF THE HUGH SMITH PROPERTY AS PER ENTRY NUMBER 135991, BOOK 174, PAGES 55-57), THENCE WESTERLY ALONG SAID FENCE THE FOLLOWING SIX COURSES; THENCE SOUTH 89°25'58" WEST 187.50 FEET; THENCE SOUTH 88°57'55" WEST 197.93 FEET; THENCE NORTH 88°10'07" WEST 92.66 FEET; THENCE SOUTH 88°55'51" WEST 139.39 FEET; THENCE SOUTH 89°41'39" WEST 146.28 FEET; THENCE SOUTH 89°26'02" WEST 1231.19 FEET TO THE POINT OF BEGINNING.

LESS THAN AND EXCEPTING PROPOSED PARCEL B, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1246.50 FEET AND NORTH 1747.80 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 08°54'34" EAST 157.68 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1024.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 04°09'55" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 110.50 FEET THROUGH A CENTRAL ANGLE OF 06°10'37"; THENCE NORTH 71°02'57" EAST 52.43 FEET; THENCE SOUTH 89°36'04" EAST 282.28 FEET; THENCE SOUTH 00°35'16" EAST 180.00 FEET; THENCE SOUTH 89°24'44" WEST 467.71 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 718.76 FEET AND NORTH 1758.78 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 180.00 FEET; THENCE SOUTH 89°36'04" EAST 333.88 FEET; THENCE SOUTH 23°43'12" EAST 603.61 FEET; THENCE SOUTH 66°16'48" WEST 220.00 FEET; THENCE NORTH 23°43'12" WEST 508.10 FEET; THENCE SOUTH 89°24'44" WEST 169.04 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL D, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1609.57 FEET AND NORTH 885.67 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 270.00 FEET; THENCE NORTH 89°24'44" EAST 821.66 FEET; THENCE SOUTH 00°35'16" EAST 65.91 FEET; THENCE SOUTH 45°28'32" WEST 176.21 FEET; THENCE SOUTH 00°40'44" EAST 81.83 FEET; THENCE SOUTH 89°24'44" WEST 694.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL E, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 790.66 FEET AND NORTH 1174.32 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°24'44" EAST 430.63 FEET; THENCE NORTH 66°16'48" EAST 260.00 FEET; THENCE SOUTH 23°43'12" EAST 270.43 FEET; THENCE SOUTH 66°16'48" WEST 163.99 FEET; THENCE SOUTH 39°20'39" WEST 76.97 FEET;

THENCE SOUTH 89°24'44" WEST 478.82 FEET; THENCE NORTH 00°35'16" WEST 110.69 FEET; THENCE NORTH 46°39'03" WEST 134.61 FEET; THENCE NORTH 00°35'16" WEST 65.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL F, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1246.50 FEET AND NORTH 1747.80 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°24'44" EAST 467.71 FEET; THENCE NORTH 00°35'16" WEST 180.00 FEET; THENCE NORTH 89°36'04" WEST 282.28 FEET; THENCE SOUTH 71°02'57" WEST 52.43 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1024.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 10°20'32" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 110.50 FEET THROUGH A CENTRAL ANGLE OF 06°10'37"; THENCE NORTH 08°54'34" EAST 10.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RIVER ROAD, SAID POINT BEING ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1014.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 04°17'47" WEST; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF RIVER ROAD THE FOLLOWING THREE (3) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 106.34 FEET THROUGH A CENTRAL ANGLE OF 06°00'12"; THENCE 2) NORTH 71°02'57" EAST 53.38 FEET; THENCE 3) SOUTH 89°36'04" EAST 702.69 FEET TO THE WESTERLY RIGHT-OF-WAY OF US 40; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF US 40 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 24 °22'00" EAST 683.96 FEET; THENCE 2) SOUTH 23° 12'07" EAST 457 .13 FEET TO AN EXISTING FENCE; THENCE ALONG THE FENCE LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89°18'16" WEST 300.75 FEET; THENCE 2) SOUTH 89°57'53" WEST 185.35 FEET; THENCE 3) SOUTH 89°19'16" WEST 734.23 FEET; THENCE 4) SOUTH 89°33'11" WEST 489.59 FEET; THENCE NORTH 00°35'16" WEST 10.01 FEET; THENCE NORTH 89°24'44" EAST 694.91 FEET; THENCE NORTH 00°40'44" WEST 81.83 FEET; THENCE NORTH 45°28'32" EAST 176.21 FEET; THENCE SOUTH 46°39'03" EAST 134.61 FEET; THENCE SOUTH 00°35'16" EAST 110.69 FEET; THENCE NORTH 89°24'44" EAST 478.82 FEET; THENCE NORTH 39°20'39" EAST 76.97 FEET; THENCE NORTH 66°16'48" EAST 163.99 FEET; THENCE NORTH 23°43'12" WEST 270.43 FEET; THENCE SOUTH 66°16'48" WEST 260.00 FEET; THENCE NORTH 23°43'12" WEST 569.61 FEET; THENCE SOUTH 89°24'44" WEST 666.74 FEET; THENCE NORTH 08°54'34" EAST 60.83 FEET TO THE POINT OF BEGINNING.

Harvest Village PID No. 2 – Legal Description

Parcel 2: 00-0021-1558

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1609.57 FEET AND NORTH 885.67 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 270.00 FEET; THENCE NORTH 89°24'44" EAST 821.66 FEET; THENCE SOUTH 00°35'16" EAST 65.91 FEET; THENCE SOUTH 45°28'32" WEST 176.21 FEET; THENCE SOUTH 00°40'44" EAST 81.83 FEET; THENCE SOUTH 89°24'44" WEST 694.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNLIMITED RIGHT OF WAY AND UTILITY EASEMENT FOR THE BENEFIT OF THE GRANTEE PARCELS, OVERALL INGRESS AND EGRESS DRIVEWAYS, ROADS AND/OR PATHS THAT ORIGINATE FROM RIVER ROAD OR HIGHWAY, AND CONTINUING THROUGH AND OVERALL DRIVEWAYS, VEHICLE PATHS AND/OR PEDESTRIAN PATHS THAT ARE INSTALLED ON GRANTOR'S REMAINING PROPERTY AND/OR THE PROPERTY DESCRIBED AS PARCEL E ON THE WARRANTY DEED IN FAVOR OF K&H DEVELOPMENT-HEBER, LLC RECORDED ON JULY 22, 2015, IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 414240 IN BOOK 1135 AT PAGE 193.

Annexation Area Boundary – Legal Description

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

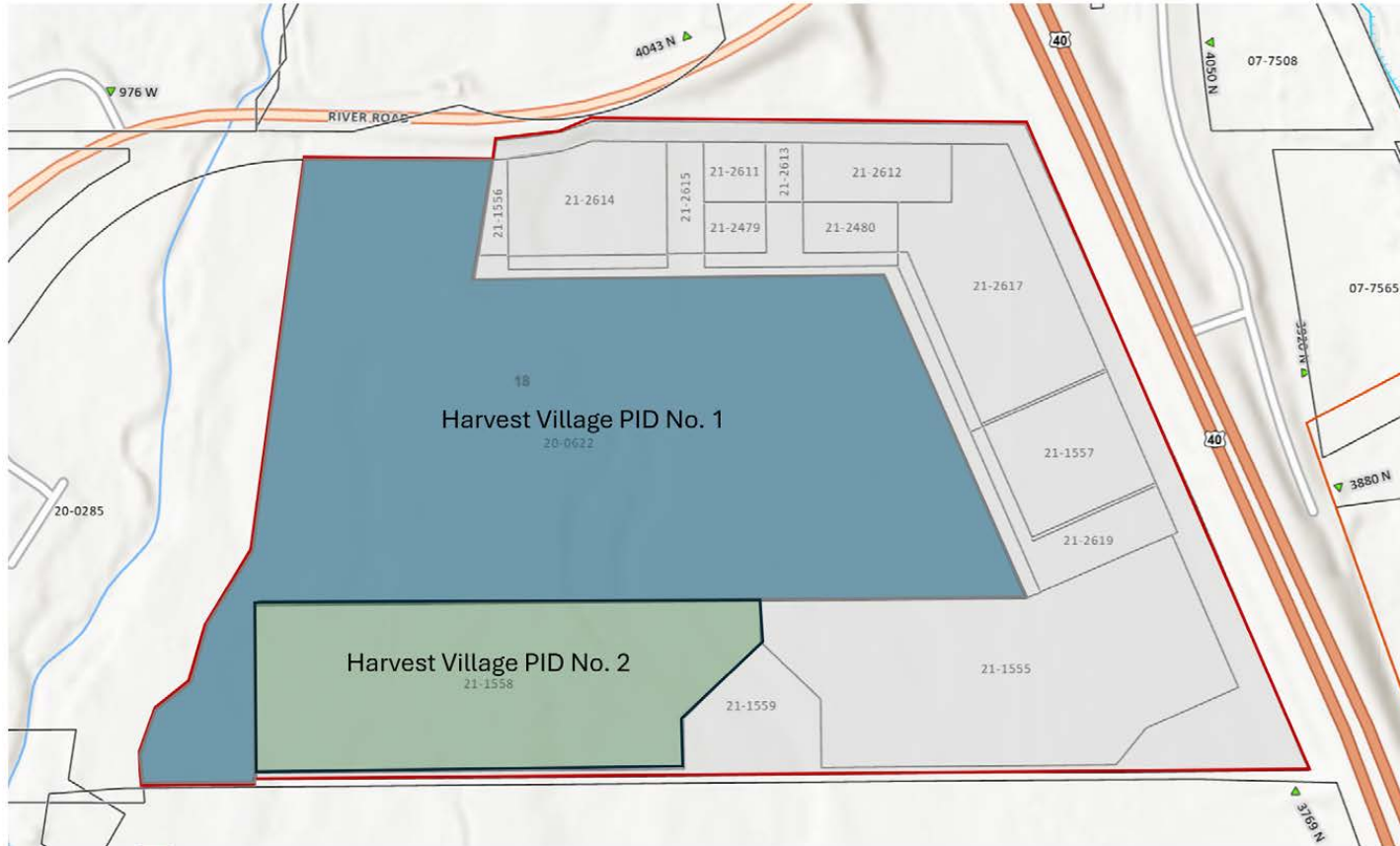
Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following five courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; thence Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 190.27 feet (Center bears North 0°29'00" East, Central Angle equals 10°44'28" and Long Chord bears North 85°06'46" East 189.99 feet); North 70°58'52" East 53.39 feet; and South 89°48'50" East 60.09 feet; thence South 89°37'48" East 642.24 feet to the Westerly Line of U.S. Highway 40 as it exists on the ground at 100.0 foot half-width; thence South 24°22'00" East 684.85 feet along said Westerly Line to an angle point in said Line at Highway Station 175 + 35.42; thence continuing South 23°10'45" East 456.17 feet along said Westerly Line of the Highway; thence South 89°18'16" West 300.68 feet (300.75 feet record) to an existing rebar with cap marked GBN found marking an angle point in the South Boundary of the property; thence South 89°57'53" West 185.35 feet; thence South 89°19'16" West 734.23 feet; thence South 89°33'11" West 489.58 feet to the point of beginning.

**Contains 1,691,948 sq ft
or 38.842 acres**

EXHIBIT 2

(Initial District Boundaries Map)

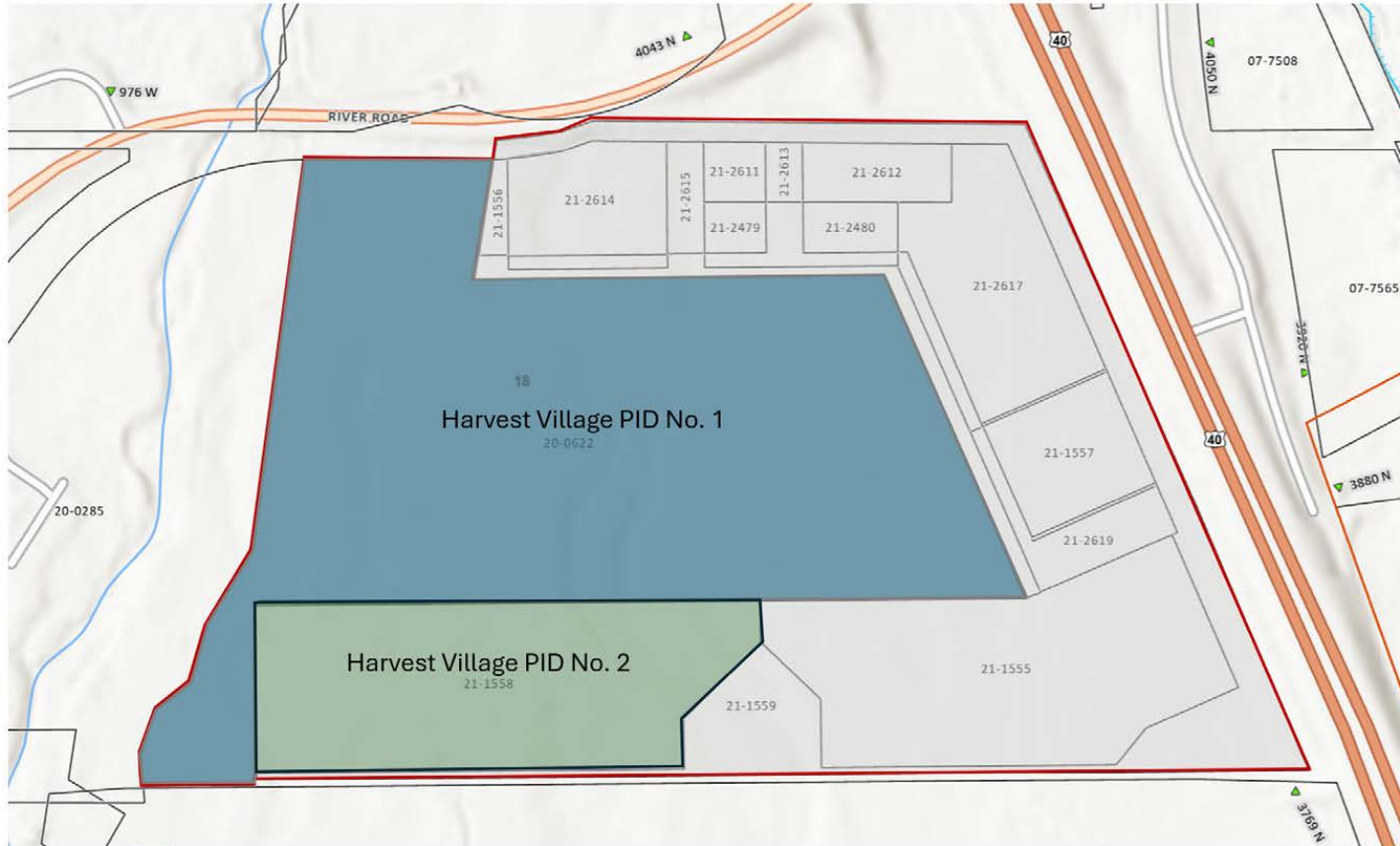
Map of District Boundaries



- Initial District Boundary – Harvest Village PID No. 1
- Initial District Boundary – Harvest Village PID No. 2
- Annexation Area Boundary

EXHIBIT 3
(Annexation Map)

Map of District Boundaries



- Initial District Boundary – Harvest Village PID No. 1
- Initial District Boundary – Harvest Village PID No. 2
- Annexation Area Boundary

EXHIBIT 4

(Enhanced Improvements)

The District shall include the following enhanced park, recreation, and transportation improvements that directly benefit residents of the District and Heber City:

- **Transit Center & Multi-Modal Integration**
Development and installation of a custom-designed High Valley Transit bus stop and shelter, including architectural enhancements, integrated bike racks, scooter parking, and ADA-compliant connections to pedestrian and trail networks.
- **Public Art Program**
Implementation of custom artwork throughout the District, including such things as murals, sculptures, and placemaking installations that reflect local heritage, promote community identity, and enhance pedestrian experiences.
- **Plaza-Wide WiFi Access**
Installation of reliable, publicly accessible WiFi coverage throughout the Village plaza and adjacent public gathering areas to support connectivity, safety, and accessibility.
- **Perimeter Trail Enhancements**
Construction of a perimeter walking and biking trail with enhanced features including such things as additional bench placement, directional wayfinding signage, interpretive ecological and historical displays, and outdoor fitness stations.
- **Creek and Pond Connectivity Features**
Creation of integrated creek and pond water features that serve both aesthetic and ecological functions, with pathways and bridges that connect neighborhoods and amenities throughout the District.

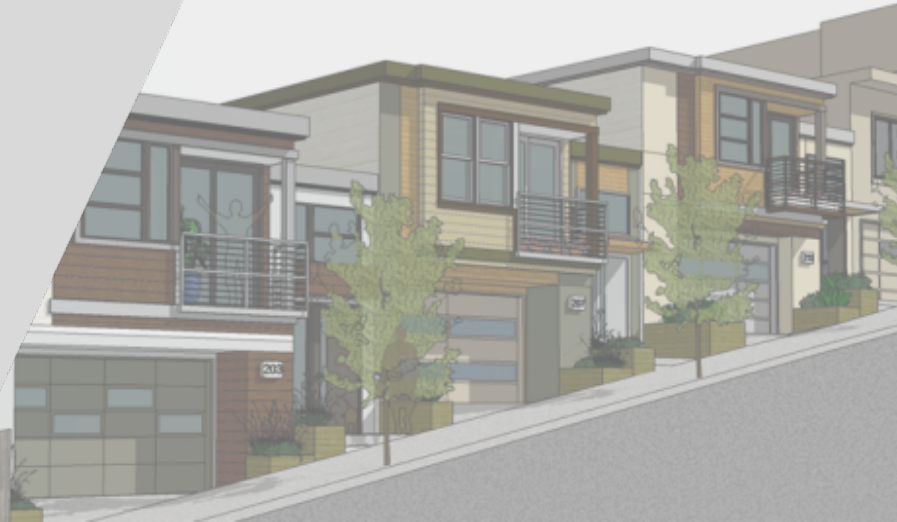


PUBLIC HEARING: Harvest Village Petition for a Public Infrastructure District

Slide Show adapted from Marcus Keller's (Zions Bank Public Finance)
Presentation to Heber City Council on February 1, 2022

Public Infrastructure District Act

- Pay for significant upfront development costs
- Cities/Counties create
- Legally separate governmental entity
- PID issues debt
 - Not a debt of the City/County
- Secured by:
 - Property taxes within PID
 - Assessments

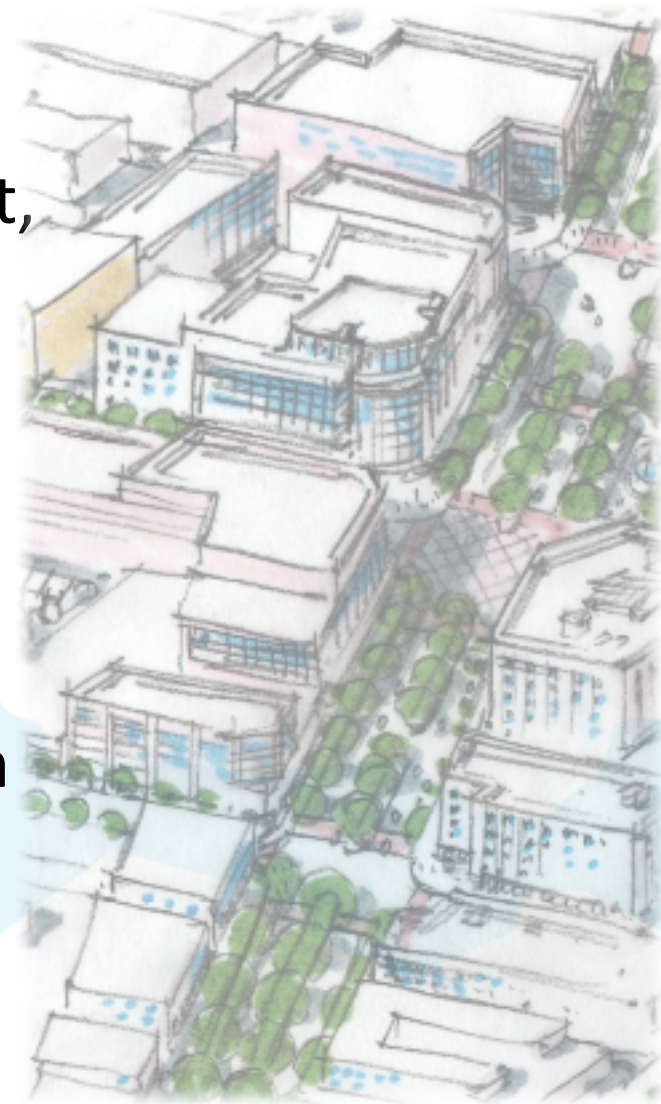


PID Creation

- 100% of registered voters and/or property owners
- City or County creates with specified limitations
 - Limitations should be thoroughly vetted by advisor and bond counsel
 - Mill levy, maximum indebtedness, final term, etc.
- Governing Document acts as a “master” agreement with interlocal spelling out specific interactions between creator and PID
- Board selected from initial property owners and elected thereafter as property owners become more diversified

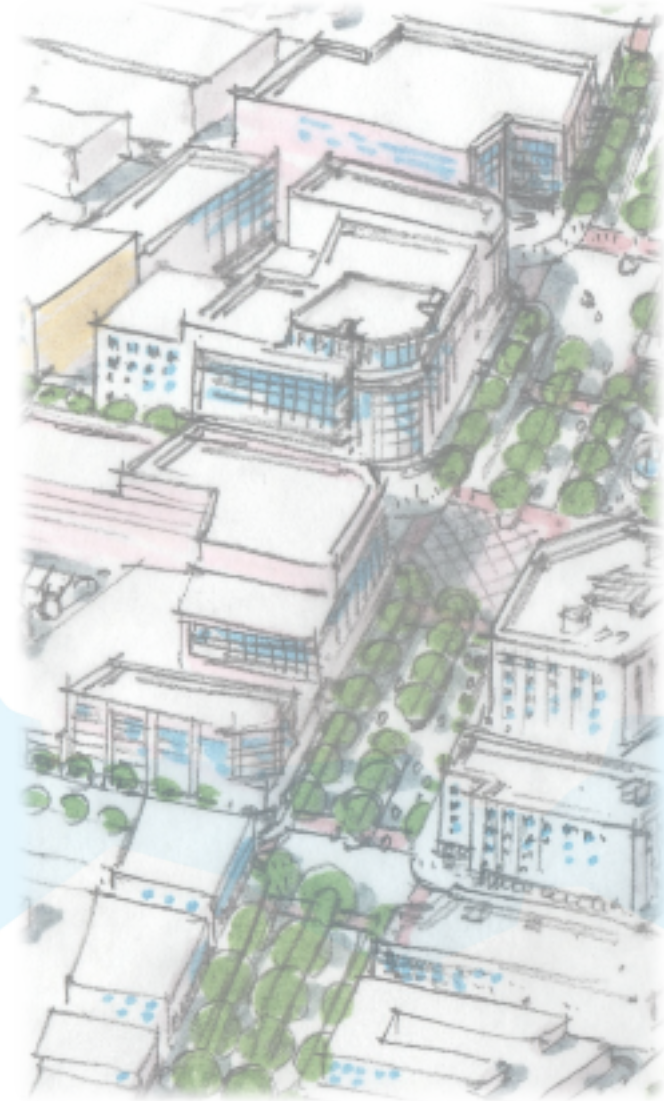
PID Property Tax

- Limited at time of creation
- As value changes and project builds out, the tax rate remains constant
- Statutorily capped at .015
- Typical rate for primary residential between .004 - .006
- Dedicated for debt repayment, no ongoing operating expenses other than legal, financial, audit, etc.



Operations Costs and Ownership

- PID does not own or operate infrastructure
- Interlocal created/Cooperation agreement to determine ownership and operation of infrastructure
- No PID funds used for operations costs



PID: Things to consider

- Statute sets outer limits, Governing Document sets tighter constraints
- City/County
 - Dictate: levy limits, indebtedness, timing, terms, lifespan, allowance of subordinate debt
 - Allow combination with TIF or other tools
- What benefits does the Creating Entity or Resident get out of the PID?
 - Additional parks and trails
 - Reduced buy-in costs
 - End-product above and beyond requirements



General Q&A

- Q&A

- Will existing residents ever have to pay for the PID bonds?
 - No, only owners inside the PID boundaries are responsible to pay for the PID bonds.
- Can the PID annex my property into its boundaries?
 - No, all land that is brought into the PID requires 100% approval of the property owners.
- Is the PID just a financing tool to enrich developers?
 - It can be if it is not vetted carefully by the City. The City has the power to dictate what the PID can be used for, and if done correctly a PID can bring value to the City, the Residents, and the Developer.
- Will future residents be aware they are moving into a PID?
 - Future residents will have extensive disclosure to ensure they know they are moving into a PID area with a higher property tax.

General Q&A

- Q&A Continued...

- How can a PID help the City and the Residents?

- The PID value is derived by bringing cheaper financing (tax-exempt bonds) to the developer and allowing them to build master planned communities instead of gradually building their development over time. The value that is generated from cheaper financing is shared between all the parties.

- How does the PID pay for this financing?

- The PID is given authority to have a limited property tax in the area that is inside its boundaries. Residents outside of the PID are not subject to this additional property tax. The max property tax is determined by the City and can never be increased (unless it comes back to the City through the entire PID process) regardless of the success or failure of the Project.

- How high is the additional property tax in the PID?

- The max property tax is determined by the City and can never be increased (unless it comes back to the City through the entire PID process) regardless of the success or failure of the Project. Typically for residential projects we see between 4 – 6 mills (.004 - .006) of limited tax requested by the PID.

General Q&A

- Q&A Continued...

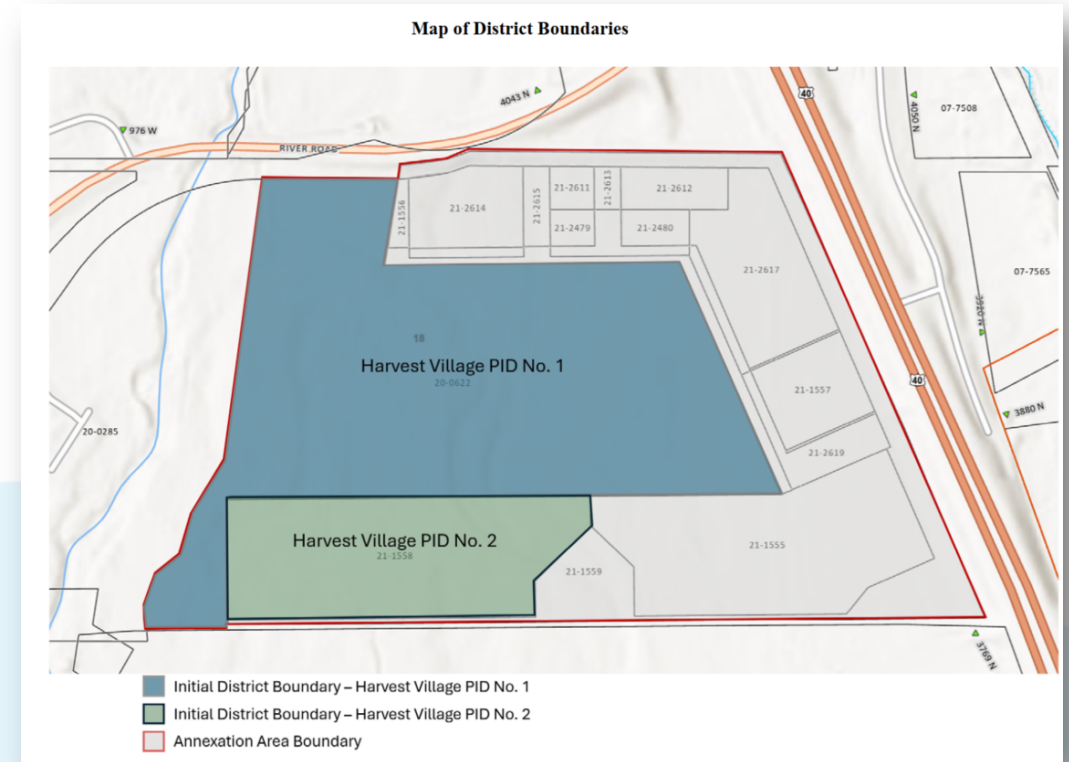
- What can the PID use the financing?
 - Only public infrastructure can be built with PID bonds. Anything that is paid for by the PID must be public infrastructure and will be given to the City to own and operate. A few examples of public infrastructure include Parks, Trails, Utilities, Roads, Parking Structures, Open Space, Ice Ribbon etc....
- How long does the PID last?
 - The PIDs sole purpose is to issue debt for public infrastructure and pay for that debt over the life of the bonds. Once the bonds are paid off the PID will dissolve and will no longer collect the additional property tax. Typically, this is anticipated to be for 30 years but could be up to 40 if there are delays in the Project.
- Why would someone want to move into a PID?
 - People may be willing to pay a higher property tax in order to live in a master planned community with amenities.

PID Petitioners

- Neil Goldman
- Andy Dorobek
- David French

Harvest Village PID Summary

- Area: 38.842 acres
- Districts: 2
- Estimated Public Improvement Cost: \$25 million
- Max Mil levy: 0.0050 per dollar of taxable property
- Public Improvements: roads, water, sewer, electrical, storm drains
- Development: 62 condos, 140 townhomes, 130 workforce units, 100,000 square feet of retail, restaurant & 86 key hotel



Proposed Mil Levy

	2024 Final Adopted Rate
Wasatch County	0.001134
Multicounty Assessing & Collecting Levy	0.000015
County Assessing & Collecting Levy	0.000110
Wasatch County School District	0.006255
Heber City	0.000771
Wasatch County Fire Protection SSD	0.000158
Wasatch County Special Service District No. 21	0.000413
Central Utah Water Conservancy District	0.000400
Total Tax Rate	0.009256
Proposed PID Mill Levy	0.005000
Proposed Total New Tax Rate	0.014256

Disclosure Requirements

- Governing Document on file with the City,
- Bolded statement on maximum property tax of “\$500 per \$100,000 of taxable value” for the duration of the Bonds
- Subdivision plat and CC&Rs required to include notice of the PID’s maximum property tax impact

Harvest Village PID Public Benefits

- Power
- Secondary Water
- Sewer
- Culinary Water
- Storm Drain
- Roads
- 5% Public Benefit Set Aside for:
 - Transit Center & Multi-Modal Integration
 - Public Art Program
 - Plaza-Wide WiFi Access
 - Perimeter Trail Enhancements
 - Creek & Pond Connectivity Features

Estimate of Probable Costs	
Overall Rough Grading	\$ 13,023,420.30
Utilities (Water, Sewer)	\$ 8,116,123.87
Site Roadway	\$ 4,082,134.80
River Road Expansion	\$ 1,881,381.18
Earthwork	\$ 1,879,992.38
	\$ 28,983,052.50

Harvest Village PID Next Steps

- May 6 : Formal Public Hearing is held to receive public input
- Following Public Hearing
 - Governing Documents finalized with any changes
 - Petition is certified by City Recorder showing 100% of landowner consent
- May 20/June 3 City Council Meeting (TBD depending upon changes)
 - Resolution to approve Governing Document is adopted by City Council and creating Public Infrastructure Districts
- After Council Approval
 - The PIDs legal counsel will submit creation documents to Lt. Governors office to issue certificates of creation for the PIDs.

**GOVERNING DOCUMENT
FOR
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NOS. 1-5
HEBER CITY, UTAH**

March 1, 2022

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	DEFINITIONS	2
III.	DISTRICT DESCRIPTION / BOUNDARIES.....	4
IV.	BENEFITS OF DISTRICTS	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	6
VI.	THE BOARD OF TRUSTEES	10
VII.	FINANCIAL PLAN	11
VIII.	ANNUAL REPORT	13
IX.	DISSOLUTION	14
X.	DISCLOSURE TO PURCHASERS	14
XI.	PID COOPERATION AGREEMENT	15

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Initial Districts Boundary Map
EXHIBIT C	PID Cooperation Agreement (District No. 1)
EXHIBIT D	PID Cooperation Agreement (District No. 2)
EXHIBIT D	Form PID Cooperation Agreement (Districts 3, 4 and 5).

I. INTRODUCTION

A. Purpose. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

C. Applicability. This Governing Document is not intended to and does not create any rights in favor of any party other than the City. The failure of a District to comply with any

terms or conditions of this Governing Document shall not relieve any property owner of an obligation to pay taxes that are adopted or imposed by a District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means for each District, the area within the Initial Districts Boundaries but not within that District.

Assessment: means assessments levied in an assessment area created within a District.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council for Heber City, Utah.

Developer Funded Amenities: means amenities that are not required to be constructed under the Development Agreement, and that the developer of the Project commits to fund and install in consideration for the City approving the Districts and the issuance of bonds for the District.

Development: means the Jordanelle Ridge Master Plan area.

Development Agreement: means the Development Agreement for the Upper Jordanelle Master Plan Community, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC (assigned to Jordanelle Ridge, LLC).

District: means any one of the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District No. 1: means the Jordanelle Ridge Public Infrastructure District No. 1.

District No. 2: means the Jordanelle Ridge Public Infrastructure District No. 2.

District No. 3: means the Jordanelle Ridge Public Infrastructure District No. 3.

District No. 4: means the Jordanelle Ridge Public Infrastructure District No. 4.

District No. 5: means the Jordanelle Ridge Public Infrastructure District No. 5.

Districts: means the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District Area: means the total property within the Initial Districts Boundary Map, which includes approximately 3,051 acres.

End User: means any owner, or tenant of any owner, of any taxable improvement within a District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park improvements, recreational amenities or cultural amenities within the Project Area that are not required to be constructed under the Development Agreement, and which directly benefit the residents within the Project.

Fees: means any fee imposed by a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinances and the applicable state law and approved by the Board in accordance with applicable state law.

Initial Districts Boundaries: means the boundaries of the area described in the Initial Districts Boundary Map.

Initial Districts Boundary Map: means the map attached hereto as **Exhibit B**, depicting the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by one or more Districts which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) shall be the municipal advisor of the City unless otherwise approved by the City.

Net Proceeds: means the gross proceeds of the sale of bonds, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or property commonly referred to as Jordanelle Ridge, and more specifically described in the Development Agreement.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act to serve the future taxpayers and inhabitants of the District Area.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by a District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

Village: means one of Villages 1, 2, 3, 4 and 5 as set forth in the Development Agreement.

III. DISTRICT DESCRIPTION / BOUNDARIES

The area of the Initial Districts Boundaries includes approximately 3,051 acres, which encompasses Villages 1, 2, 3, 4 and 5 of the Development and described in the Development Agreement. A legal description of the Initial Districts Boundaries is attached hereto as **Exhibit A**. A map of the Initial Districts Boundaries is attached hereto as **Exhibit B**.

It is anticipated that five (5) separate public infrastructure districts will be established as part of the Development and within the Initial Districts Boundaries. The anticipated Districts are as follows:

Jordanelle Ridge Public Infrastructure District No. 1

- a. Size: Approximately 464 acres for the initial boundaries.
- b. Location: The proposed District will be located within Wasatch County parcel numbers 0020-8193; 0020-8400; 0020-8401, 0007-6922.
- c. Proposed Use of Area: The Developer intends to construct Village 1, complete with new public infrastructure within the proposed District No 1.

Jordanelle Ridge Public Infrastructure District No. 2

- a. Size: Approximately 311 acres for the initial boundaries.
- b. Location: The proposed District will be located within Wasatch County parcel numbers 0007-8522; 0007-9017; 0007-8878; 0007-8522; 0007-7326.
- c. Proposed Use of Area: The Developer intends to construct Village 2, complete with new public infrastructure within the proposed District No 2.

Jordanelle Ridge Public Infrastructure District No. 3

- a. Size: Approximately 559 acres for the initial boundaries.
- b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7185; 0007-7201; 0007-7318; 0020-8402; 8403; 0000-5244.
- c. Proposed Use of Area: The Developer intends to construct Village 3, complete with new public infrastructure within the proposed District No 3.

Jordanelle Ridge Public Infrastructure District No. 4

- a. Size: Approximately 861 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7201; 0007-7318; 0007-8555; 0007-7300; 0007-8571.

c. Proposed Use of Area: The Developer intends to construct Village 4, complete with new public infrastructure within the proposed District No 4.

Jordanelle Ridge Public Infrastructure District No. 5

a. Size: Approximately 856 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7219; 0007-7300; 0007-8571; 0007-7284; 0007-7227; 0007-7243; 0007-7250; 0007-7268; 0020-6355; 0020-6356; 0020-6357; 0020-6358.

c. Proposed Use of Area: The Developer intends to construct Village 5, complete with new public infrastructure within the proposed District No. 5.

It is anticipated that the relative size of each District may be adjusted, or Districts may be combined, in order to maximize efficiency of each District or reduce costs attributable to the Districts. Any adjustment to the relative size of a District or the combination of Districts must be in accordance with Section V.A.5.

IV. BENEFITS OF DISTRICTS

The Districts will provide new Jordanelle Ridge homeowners with additional amenities and provide the residents of Heber City additional benefits that far exceed those required by the Development Agreement. At a minimum, each District will invest 10% of the Net Proceeds from each original bond issuance to fund construction of Enhanced Improvements. The procedure for each District to receive approval from the City for the Enhanced Improvements shall be established in the Cooperation Agreement.

In addition, the developer of the Project has committed to provide additional Developer Funded Amenities within each District. The procedure for the developer to receive approval from the City for the Developer Funded Amenities shall be established in the Cooperation Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other

appropriate public entity or owners association in a manner consistent with the Approved Development Agreement and other rules and regulations of the City and applicable provisions of the City Code. Approval of Public Improvements or Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the Districts employ or engage to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

4. Debt Limitation. Prior to the issuance of any Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) No District shall include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into a District, or one or more of the Districts combining to form a single District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed into a District and the passage of

a resolution of the Board approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board of the District approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.5 shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Total Debt Issuance Limitation. The Districts shall not issue combined Debt in excess of Two Hundred and Fifty Million Dollars (\$250,000,000). The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. This amount excludes any portion of bonds issued to refund a prior issuance of debt by one or more of the Districts. For any capital appreciation Debt issued by a District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

8. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy

Plan under Bankruptcy Code Section 943(b)(6). Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

9. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-8 above or in VII.B-G shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the Districts approving such amendment. The City may, in the City's discretion, approve amendments to this Governing Document for one or more individual District without approval of the other Districts.

10. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Two Hundred and Fifty Million Dollars (\$250,000,000). All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

11. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Implementation of such interlocal agreement is essential to the orderly implementation of this Governing Document. Accordingly, any determination of any Board to set aside said interlocal agreement without the consent of all of the Districts shall be a material modification of the Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

12. Eminent Domain. In no event shall any District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The initial Board of each District shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees shall be at large seats. Trustee initial terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Upon incorporation, each District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated REs”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated REs to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for 50% of the Anticipated REs.

2. Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for 75% of the Anticipated REs.

3. Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for 90% of the Anticipated REs.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. FINANCIAL PLAN

A. General. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The Total Debt Issuance Limitation shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. In addition, the Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.005 per dollar of taxable value of taxable property (5 mills) in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Repayment Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District’s Establishment Costs. The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts’ organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds. In addition to the

capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel; Municipal Advisor. It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts agree to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel and Zions Public Finance, Inc. as Municipal Advisor with respect to District Bonds as permitted by law. If a District is unable to reach an agreement with the Gilmore & Bell, P.C. or Zions Public Finance, Inc. with respect to the parties' scope of service or a reasonable fee for the services, the District may request that the requirement be waived by the City, which request shall not be unreasonably withheld by the City.

VIII. ANNUAL REPORT

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2022.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
10. Current year budget including a description of the Public Improvements to be constructed in such year;
11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Each District shall notify the City in writing within thirty (30) days of the District retiring all outstanding debt of the District. Upon an independent determination of the City Council that the purposes for which each District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

In order to assure that residential property owners within the Districts are informed of the Districts and the potential impact on property taxes for properties within the Districts, the Districts agree to the following disclosures:

A. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and include substantially the following language in bold:

“Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$500 for the duration of the District’s Bonds.”

B. Each plat for property within a District shall include substantially the following plat note: “This property is included within the boundaries of a public infrastructure district and may be subject to an additional annual property tax of \$500 for every \$100,000 of taxable value.”

C. The Districts, in conjunction with the developer of any properties within the District, shall require that the CC&R’s for the project or any Village include substantially the following language in bold capital letters: **“THIS PROPERTY IS INCLUDED WITHIN THE BOUNDARIES OF A PUBLIC INFRASTRUCTURE DISTRICT AND MAY BE SUBJECT TO AN ADDITIONAL ANNUAL PROPERTY TAX OF \$500 FOR EVERY \$100,000 OF TAXABLE VALUE.”**

Failure to provide any disclosures required by this Section X shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

XI. PID COOPERATION AGREEMENT

The City, the District, and the developer shall, prior to the issuance of Debt by any District, enter into a PID Cooperation Agreement for the District to provide: (1) a mechanism for the City to enforce this Governing Document, (2) a process and procedures to determine the Enhanced Improvements and Developer Funded Amenities, and (3) a mechanism for the City to enforce the commitments of the Districts and developer to construct the Enhanced Improvements and Developer Funded Amenities. The PID Cooperation Agreements for District No. 1 and District No. 2 are attached hereto as **Exhibit C** and **Exhibit D**, and shall be executed by the City, the developer, and District No. 1 or District No. 2 upon formation of District No. 1 or District No. 2. For District Nos. 3, 4 and 5, the PID Cooperation Agreement shall be in substantially the form attached as **Exhibit E**, and shall be executed by the City, the developer, and Districts No. 3, 4 or 5 upon formation of District Nos. 3, 4 or 5. As set forth in the PID Cooperation Agreement for District Nos. 3, 4 and 5, an enhance improvement summary (“**EIS**”) shall be submitted for each District, and no debt may be issued and no mill levy may be collected for any District until the EIS is approved for that District.

EXHIBIT A

Legal Description

EXHIBIT B

Initial Districts Boundaries Map

EXHIBIT C

PID Cooperation Agreement (District No. 1)

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 1,
AND
JORDANELLE RIDGE, LLC**

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

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 1 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 1 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

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

To Developer:

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

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

To the City:

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

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

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

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

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party

in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

[This Space Left Intentionally Blank]

**JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No. 1 (Village 1)

City Park

Ice Ribbon

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

EXHIBIT 2

Developer Funded Amenities for District No. 1 (Village 1)

Master Amenities & Club

Club House	
Building	\$ 1,500,000.00
Pool	\$ 250,000.00
Bowling Alley & Game Room	\$ 500,000.00
Parking Lot	\$ 200,000.00
Landscaping	\$ 465,000.00
Retaining Walls	\$ 85,000.00
TOTAL	\$ 3,000,000.00

EXHIBIT 3

Additional PID Funded Improvements for District No. 1 (Village 1)

Special Service District

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

Heber City

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

EXHIBIT D

PID Cooperation Agreement (District No. 2)

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

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

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

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

To Developer:

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

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

To the City:

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

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

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

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

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party

in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

[This Space Left Intentionally Blank]

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

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 2

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

Master HOA & Club Amenities

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

EXHIBIT 3

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

Special Service District

Secondary Water		
	P2 South Booster Pumps	\$ 420,000.00
	P2 South Tank	\$ 898,560.00
	P-1 Transmission Line	\$ 978,240.00
	P-2 Distribution	\$ 563,328.00
	P-2 South Transmission	\$ 204,480.00
	Coyote Well	\$ 800,000.00
Culinary Water		
	PZ 4-5 Upper South Tank	\$ 1,080,000.00
	PZ 4-5 Transmission Line	\$ 1,145,000.00
	Pump House + PRV	\$ 500,000.00
	<u>Total</u>	\$ 6,589,608.00

Heber City

North Fields		
	Land	\$ 1,200,000.00
	Basin	\$ 513,055.00
Coyote Canyon		
	Debris Basins-8	\$ 2,500,000.00
Other Construction		
	Canal Crossing	\$ 1,400,000.00
	Retaining Walls	\$ 1,200,000.00
	<u>Total</u>	\$ 6,813,055.00

EXHIBIT E

Form PID Cooperation Agreement (Districts 3, 4 and 5)

**PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. _____,
AND
JORDANELLE RIDGE, LLC**

THIS PID COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of _____, 202___, by and between the HEBER CITY, a political subdivision of the State of Utah (“City”), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICT NO. _____, each a political subdivision of the State of Utah (each a “District” and collectively the “Districts”), and JORDANELLE RIDGE, LLC (“Developer”). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District’s Governing Document approved by the City on _____ (“Governing Document”); and

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

3. Enhanced Improvements. The Boards of District Nos. 3, 4 and 5 shall provide to the City a summary of the Enhanced Improvements required by Section IV of the Governing Document, which summary shall include: (1) the amount of funds available for Enhanced Improvements, (2) a detailed description of the proposed Enhanced Improvements, (3) a detailed description of the cost of each component of the Enhanced Improvement, and (4) anticipated O&M costs of any unique facilities to be owned and operated by the City (the “EIS”). The Heber City Council shall review the EIS and either approve the EIS or provide comments or recommendations to the Board. If requested by the City Council, the Board shall resubmit a final EIS with the City Council recommendations for final approval by the City Council. No debt may be issued and no mill levy may be collected for District Nos. 3, 4 or 5 until the EIS for that District is approved by the City Council. Within two years of the District issuing bonds, each District shall submit to the City final design and engineering plans for the Enhanced Improvements, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and as an additional incentivize for the City to have approved the District and the Governing Documents, in conjunction with the bond issuance for Districts 3, 4 and 5, the Developer agrees to fund and construct Developer Funded Amenities in the amount of \$2,500,000 for each District not to exceed a total amount of \$7,500,000 for Villages 3, 4 and 5. The Developer may combine the Developer Funded Amenities for two or more of the Districts if all the residents within the Districts will benefit from the Developer Funded Amenities. Within thirty days of each original bond issuance by the District, the Developer shall provide to the City a summary of the Developer Funded Amenities, which summary shall include a detailed description of the proposed Developer Funded Amenities, and a detailed description of the cost of each component of the Developer Funded Amenities. Within 60 days, the City Council shall review the Developer Funded Amenities summary and either approve the Developer Funded Amenities summary or provide comments or recommendations to the Developer. The Developer shall make all reasonable efforts to comply with the comments or recommendations of the City Council, provided that the comments or recommendations of the City Council do not unreasonably delay the construction of the Developer Funded Amenities or require the Developer to expend more than \$2,500,000 per District to complete the Developer Funded Amenities. If requested by the City Council, the Developer shall resubmit a final detailed description of the Developer Funded Amenities with the City Council recommendations for final approval by the City Council. Upon final approval by the City Council, the Developer Funded Amenities summary shall be included as Exhibit 2 to this Agreement. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned

and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

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

To Developer:

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

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

To the City:

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

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

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

7. Assignment. The Parties hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

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

By: _____
Chair

Attest:

Secretary

HEBER CITY

By: _____
Mayor

Attest:

City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No.

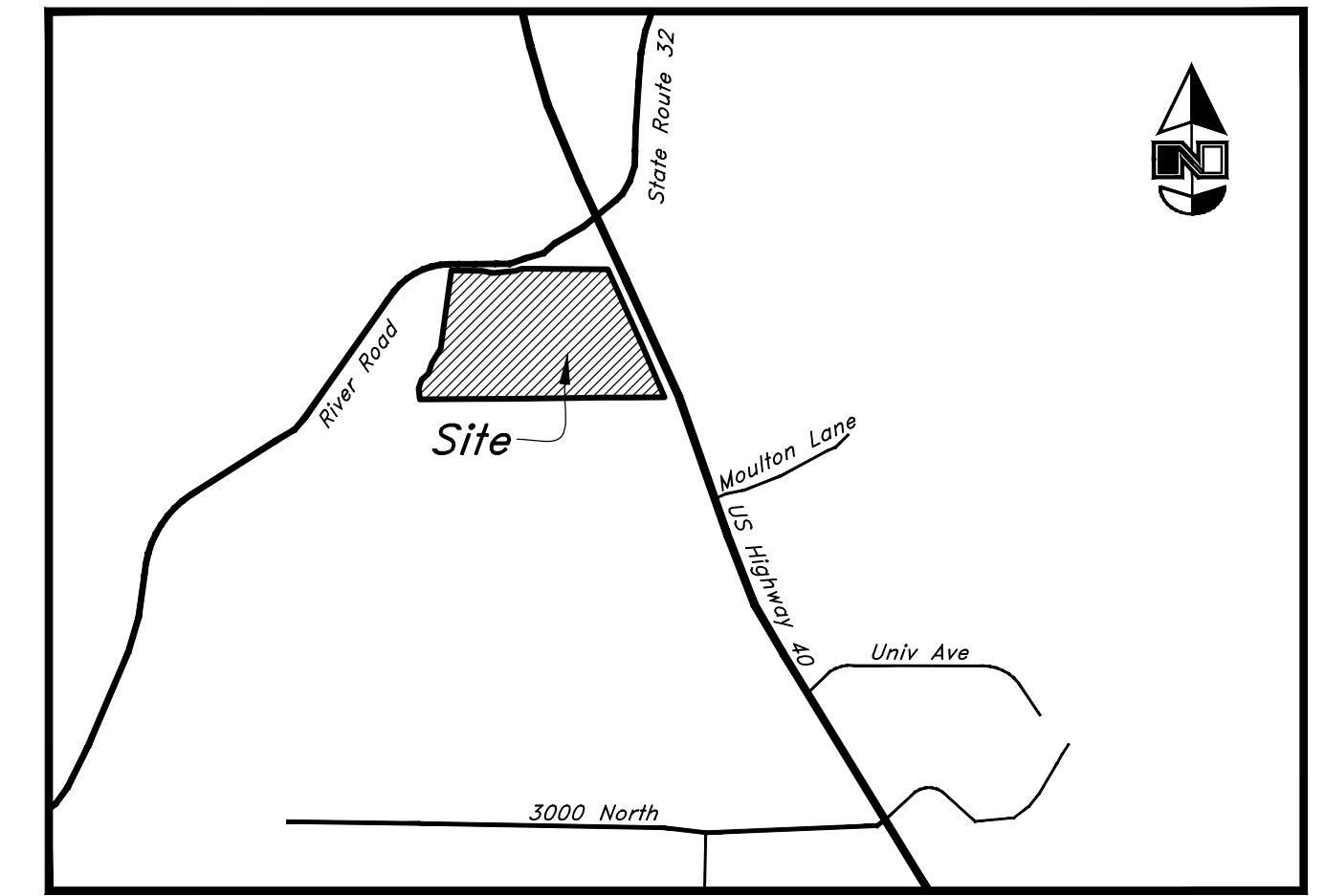
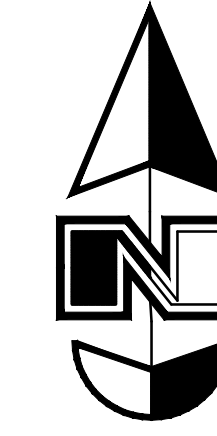
EXHIBIT 2

Developer Funded Amenities for District No. _____

Harvest Village Public Infrastructure District No. 2

River Road & US Highway 40
 A part of the South Half of Section 18, Township 3 South, Range 5 East,
 Salt Lake Base and Meridian U.S. Survey, Heber City, Wasatch County, Utah

Scale: 1" = 100'



Vicinity Map
 Not to Scale

Narrative

This Final Local Entity Plat was requested by Angstrom Development. This plat retraces Wasatch County Survey No. 5150 by Bruce Pimper.

Field measurements were collected with VRS methods and have a NAD83 Utah Central Zone State Plane datum reference to North. The line observed between Aluminum Cap Monuments recovered for the South Quarter Corner and Southwest Corner of Section 18 was North 89°16'54" West.

Surveyors Certification

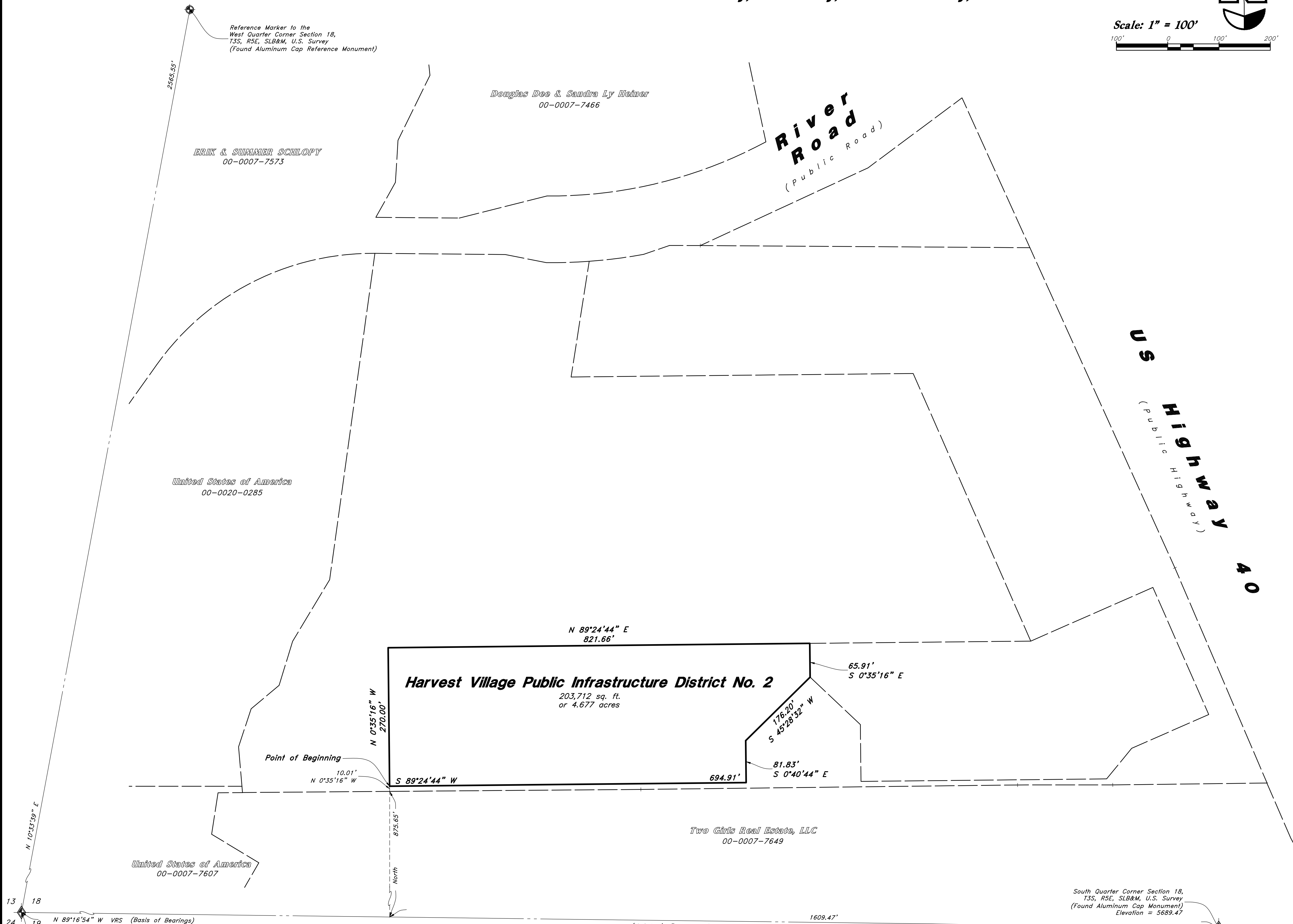
I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that a Final Local Entity Plat, in accordance with Section 17-23-20, was made by me and shown hereon, that this Final Local Entity Plat in the City of Heber, Wasatch, Utah has been correctly drawn to the designated scale and is true and correct representation of the herein described lands based on data compiled from records in the Wasatch County Recorder's Office and from a survey made on the ground.

Harvest Village Public Infrastructure District No. 2

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; 875.65 feet (875.66 feet record) North; and 10.01 feet North 0°35'16" West from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence North 0°35'16" West 270.00 feet; thence North 89°24'44" East 821.66 feet; thence South 0°35'16" East 65.91 feet; thence South 45°28'32" West 176.20 feet; thence South 0°40'44" East 81.83 feet; thence South 89°24'44" West 694.91 feet to the point of beginning.

Contains 203,712 sq. ft.
 Or 4.677 acres



Southwest Corner Section 18, T3S, R5E, SLB&M, U.S. Survey (Found Aluminum Cap Monument)
 N 89°16'54" W VRS (Basis of Bearings)
 N 10°31'19" E
 N 0°35'16" W 270.00'
 N 89°24'44" E 821.66'
 S 0°35'16" E 65.91'
 S 45°28'32" W 176.20'
 S 0°40'44" E 81.83'
 S 89°24'44" W 694.91'
 N 89°17'02" W record)
 1609.47'
 2753.63'
 875.65'
 10.01'
 N 0°35'16" W
 Point of Beginning

United States of America 00-0020-0285
 Erik & Summer Schlopy 00-0007-7573
 Douglas Dee & Sandra Ly Heiner 00-0007-7466
 Two Girls Real Estate, LLC 00-0007-7649
 United States of America 00-0007-7607
 Reference Marker to the West Quarter Corner Section 18, T3S, R5E, SLB&M, U.S. Survey (Found Aluminum Cap Reference Monument)
 2666.55'
 203,712 sq. ft. or 4.677 acres
 Harvest Village Public Infrastructure District No. 2
 203,712 sq. ft. or 4.677 acres
 River Road (Public Road)
 US Highway 40 (Public Highway)
 State Route 32
 Mountain Lake
 Univ. Ave
 3000 North
 South Quarter Corner Section 18, T3S, R5E, SLB&M, U.S. Survey (Found Aluminum Cap Monument) Elevation = 5689.47'

WASATCH COUNTY SURVEYOR'S CERTIFICATE
 THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF TITLE 16 OF THE WASATCH COUNTY CODE.
 ACCEPTED THIS ____ DAY OF _____, A.D. 20____.

ACCEPTANCE BY LEGISLATIVE BODY
 THE CITY COUNCIL OF THE HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSE FOR THE PERPETUAL USE OF THE PUBLIC.
 THIS ____ DAY OF _____, A.D. 20____.

SURVEYOR'S SEAL
 12966234
 14 May, 2025
 David M. Hamilton
 Surveyor

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

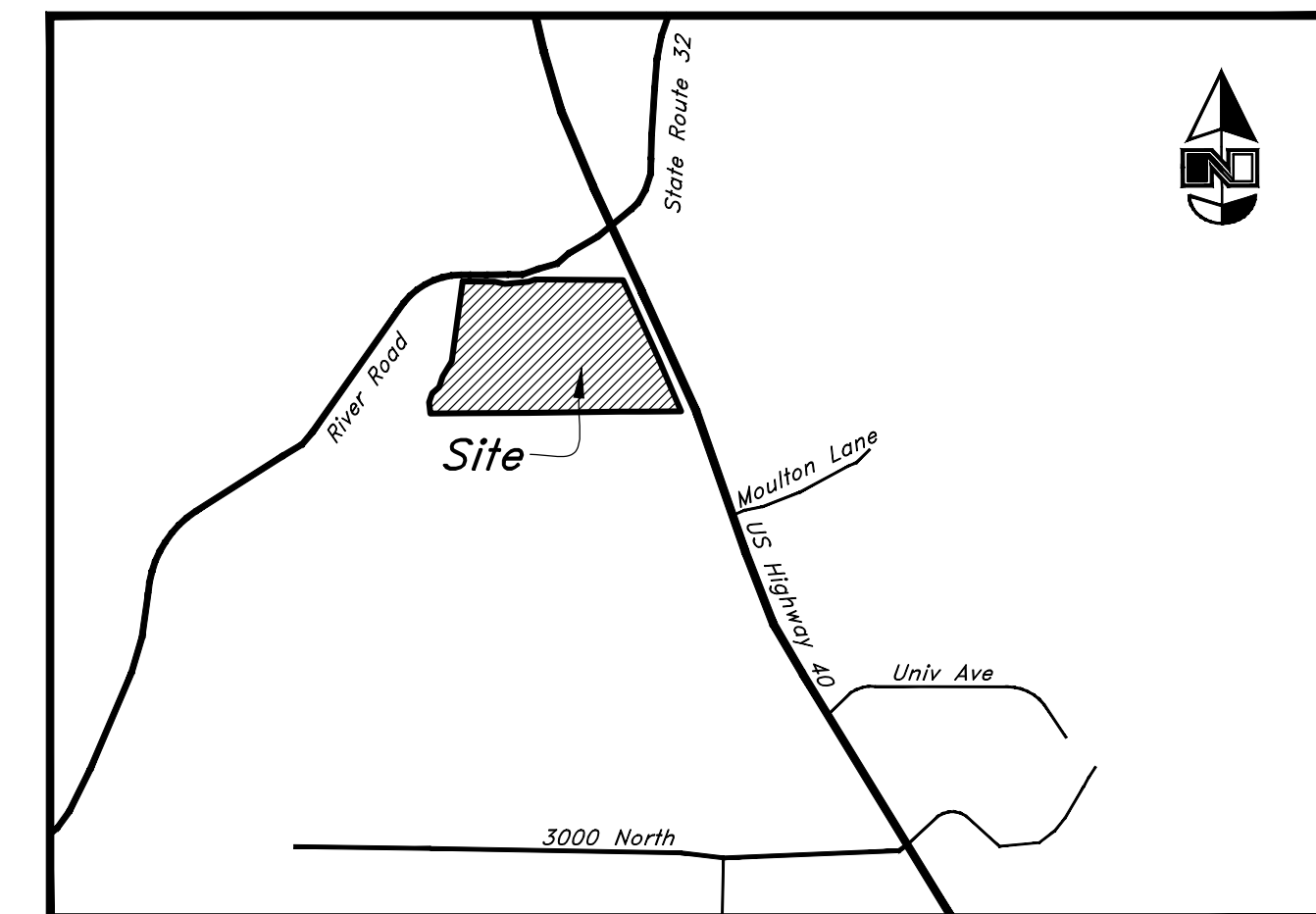
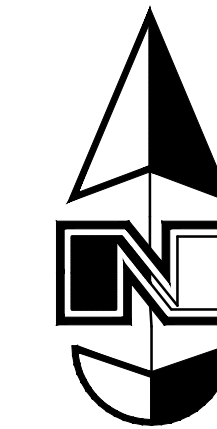
Recorded No.
 State of Utah, County of Wasatch, Recorded and Filed at the Request of:
 Date _____ Time _____ Book _____ Page _____
 Fee \$ _____ Deputy Wasatch County Recorder



Harvest Village Public Infrastructure District No. 1

River Road & US Highway 40
 A part of the South Half of Section 18, Township 3 South, Range 5 East,
 Salt Lake Base and Meridian U.S. Survey, Heber City, Wasatch County, Utah

Scale: 1" = 100'



Vicinity Map
 Not to Scale

Narrative

This Final Local Entity Plat was requested by Angstrom Development. This plat retraces Wasatch County Survey No. 5150 by Bruce Pimper.

Field measurements were collected with VRS methods and have a NAD83 Utah Central Zone State Plane datum reference to North. The line observed between Aluminum Cap Monuments recovered for the South Quarter Corner and Southwest Corner of Section 18 was North 89°16'54" West.

Surveyors Certification

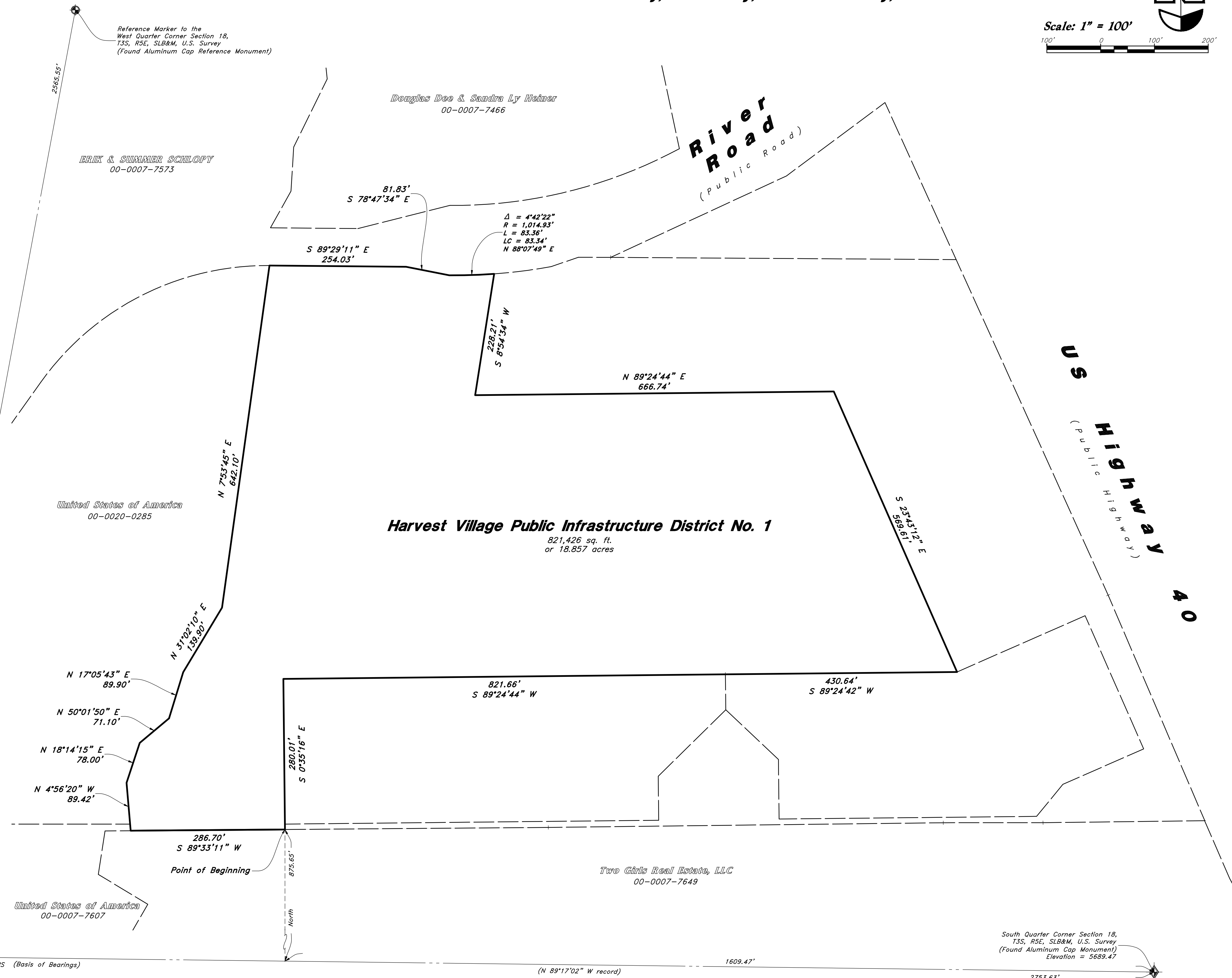
I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon, that this Final Local Entity Plat in the City of Heber, Wasatch, Utah has been correctly drawn to the designated scale and is true and correct representation of the herein described lands based on data compiled from records in the Wasatch County Recorder's Office and from a survey made on the ground.

Harvest Village Public Infrastructure District No. 1

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following three courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; and Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 83.36 feet (Center bears North 0°29'00" East, Central Angle equals 4°42'22" and Long Chord bears North 88°07'49" East 83.34 feet); thence South 8°54'34" West 228.21 feet; thence North 89°24'44" East 666.74 feet; thence South 23°43'12" East 569.91 feet; thence South 89°24'42" West 430.64 feet; thence South 89°24'44" West 821.66 feet; thence South 0°35'16" East 280.01 feet to the point of beginning.

Contains 821,426 sq. ft.
 Or 18.857 acres



WASATCH COUNTY SURVEYOR'S CERTIFICATE

THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF TITLE 16 OF THE WASATCH COUNTY CODE.

ACCEPTED THIS ____ DAY OF _____, A.D. 20____.

WASATCH COUNTY SURVEYOR

ACCEPTANCE BY LEGISLATIVE BODY

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

THIS ____ DAY OF _____, A.D. 20____.

MAYOR

SURVEYOR'S SEAL



NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

Recorded No.

State of Utah, County of Wasatch, Recorded and Filed at the Request of:

Date _____ Time _____ Book _____ Page _____

Fee \$ _____ Deputy Wasatch County Recorder

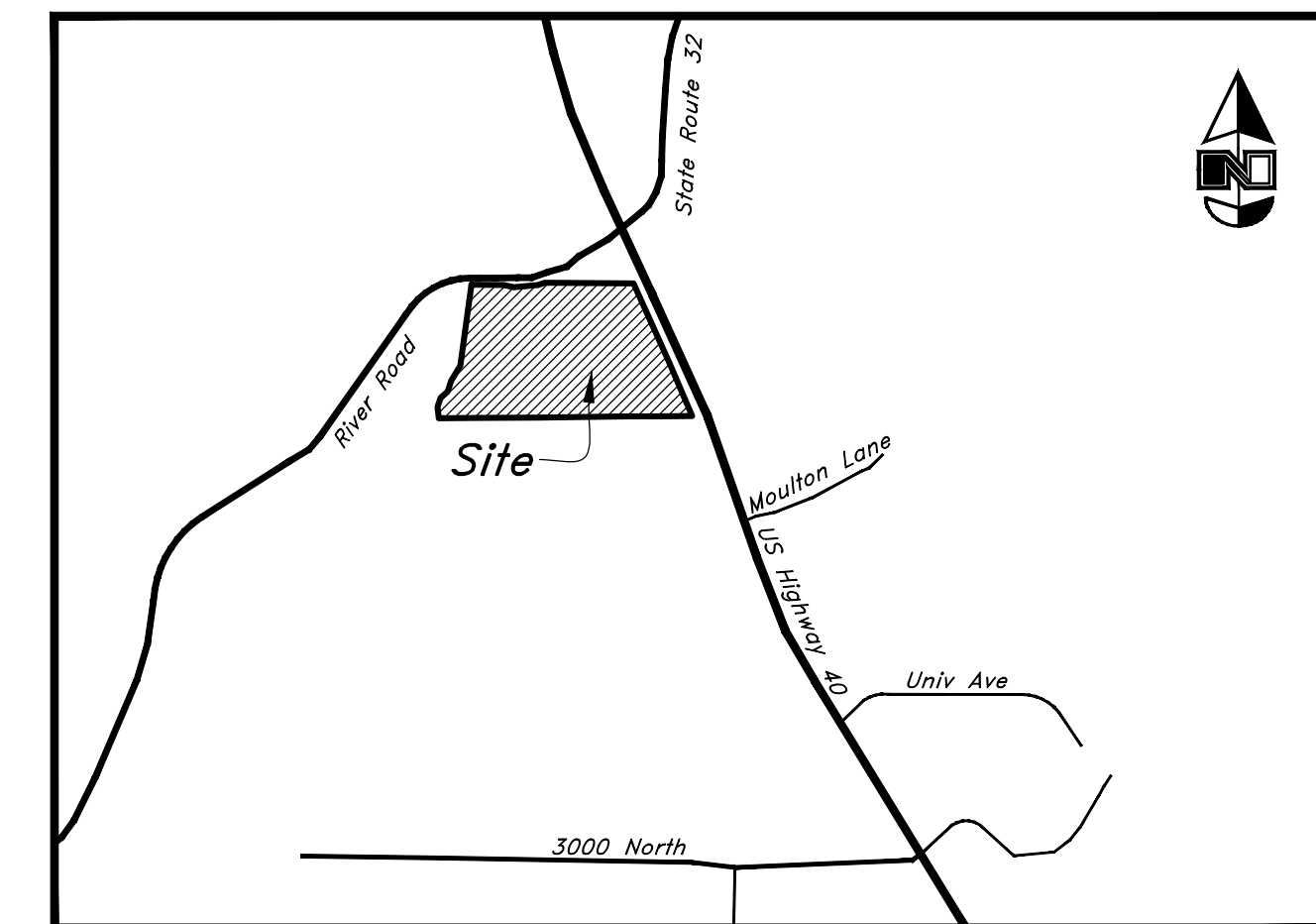
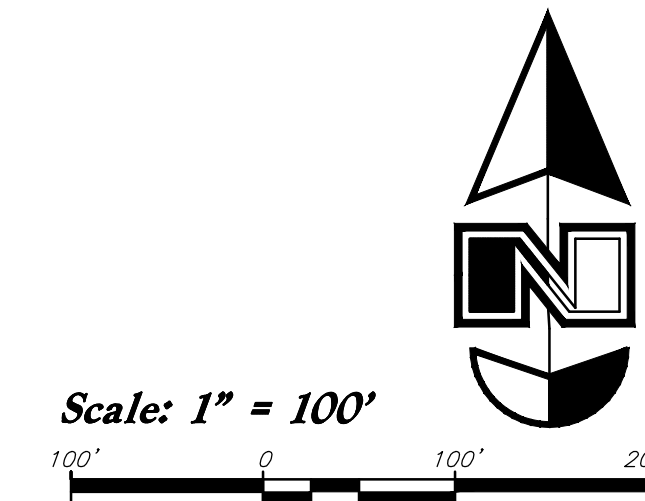
24-289 PD - 1

Southwest Corner Section 18, T3S, R5E, SLB&M, U.S. Survey (Found Aluminum Cap Monument)

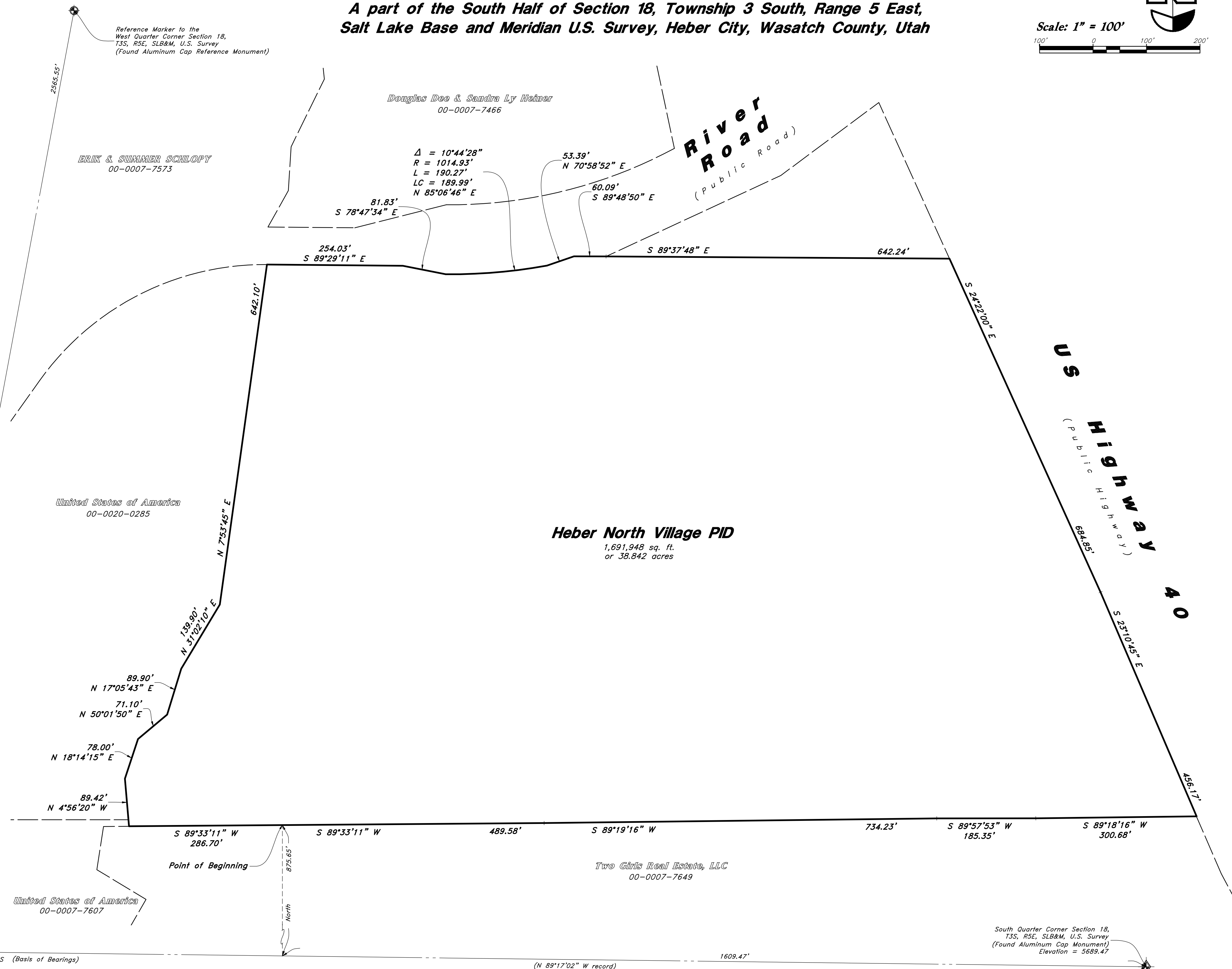


Public Infrastructure District Plat Heber North Village

River Road & US Highway 40
A part of the South Half of Section 18, Township 3 South, Range 5 East,
Salt Lake Base and Meridian U.S. Survey, Heber City, Wasatch County, Utah



Vicinity Map
Not to Scale



Narrative

This Survey was requested by Angstrom Development, prerequisite to the development of this property.

Field measurements were collected with VRS methods and have a NAD83 Utah Central Zone State Plane datum reference to North. The line observed between Aluminum Cap Monuments recovered for the South Quarter Corner and Southwest Corner of Section 18 was North 89°16'54" West. The Surveyor notes that many previous surveys had a range of bearings on this same section line - however most claim to be on State Plane and any rotation applied to the differences did not help to bring the survey lines any closer together. Best results were found by holding the bearings on the face of the survey from the same South Quarter Corner Monument, unless of course the ties were from some other Corner, and special attention was given to the control tied from the earlier Brass Cap Monuments.

Surveyors Certification

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that a Final Local Entitled Plat, in accordance with Section 17-23-20 was made by me and shown hereon, that this Final Local Entitled Plat in the City of Heber, Wasatch, Utah has been correctly drawn to the designated scale and is true and correct representation of the herein described lands based on data compiled from records in the Wasatch County Recorder's Office and from a survey made on the ground.

Boundary Description

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following five courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; thence Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 190.27 feet (Center bears North 0°29'00" East, Central Arc equals 10°44'28" and Long Chord bears North 85°06'46" East 189.99 feet); North 70°58'52" East 53.39 feet; and South 89°48'50" East 60.09 feet; thence South 89°37'48" East 642.24 feet to the Westerly Line of U.S. Highway 40 as it exists on the ground at 100.0 foot half-width; thence South 24°22'00" East 684.85 feet along said Westerly Line to an angle point in said Line at Highway Station 175 + 35.42; thence continuing South 23°10'45" East 456.17 feet along said Westerly Line of the Highway; thence South 89°18'16" West 300.68 feet (300.75 feet record) to an existing rebar with cap marked GBN found marking an angle point in the South Boundary of the property; thence South 89°57'53" West 185.35 feet; thence South 89°19'16" West 734.23 feet; thence South 89°33'11" West 489.58 feet to the point of beginning.

Contains 1,691,948 sq ft
or 38.842 acres

WASATCH COUNTY SURVEYOR'S CERTIFICATE

THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF TITLE 16 OF THE WASATCH COUNTY CODE.

ACCEPTED THIS ____ DAY OF _____, A.D. 20__.

WASATCH COUNTY SURVEYOR

ACCEPTANCE BY LEGISLATIVE BODY

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

THIS ____ DAY OF _____, A.D. 20__.

MAYOR CLERK-RECORDER

SURVEYOR'S SEAL



NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

Recorded No.

State of Utah, County of Wasatch, Recorded and Filed at the Request of:

Date _____ Time _____ Book _____ Page _____

Fee \$ _____ Deputy Wasatch County Recorder



**Harvest Village
PID1**

14 May, 2025

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following three courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; and Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 83.36 feet (Center bears North 0°29'00" East, Central Angle equals 4°42'22" and Long Chord bears North 88°07'49" East 83.34 feet); thence South 8°54'34" West 228.21 feet; thence North 89°24'44" East 666.74 feet; thence South 23°43'12" East 569.91 feet; thence South 89°24'42" West 430.64 feet; thence South 89°24'44" West 821.66 feet; thence South 0°35'16" East 280.01 feet to the point of beginning.

**Contains 821,426 sq ft
or 18.857 acres**



Heber City Council Staff Report

MEETING DATE: 5/20/2025

SUBJECT: Repeal of outdated ordinances and approval of Ordinance 2025-11, Amending Title 6, Chapter 2 of Heber City's Animal Control Regulations

RESPONSIBLE: Parker Sever

DEPARTMENT: Police Department

STRATEGIC RELEVANCE:

SUMMARY

The Heber City Police Department has been reviewing the animal control ordinances and the fines and fees associated with those ordinances. As this review was in progress, it became clear that some old/outdated ordinances were left in place that should be removed. Some of these ordinances were from 1982 and are no longer accepted practices. The ordinances to be repealed are as follows:

- 6.04 City Pound Established; Not how shelter is run in current MOU
- 6.08.010 Appointment; Not the current procedure
- 6.08.020 Duties; Not current Procedures now covered under Section
- 6.08.030 Recordkeeping and Reports; Not current
- 6.08.040 Repealed By 2004-20
- 6.12 Impoundment of Animals
- 6.16.010 Repealed By 2004-20
- 6.16.020 Fees, Not Applicable
- 6.16.030 Repealed by 2004-20
- 6.16.040 Repealed by 2004-20
- 6.16.045 Repealed by 2004-20
- 6.16.050 Record Keeping. This is no longer followed and not current practice
- 6.16.070 Impoundment, now covered under Section 6.23
- 6.16.075 Impoundment Release procedures, Now covered under 6.23
- 6.16.080 Repealed By 2004-20
- 6.16.100 Repealed By 2004-20
- 6.16.110 Confinement of Females in Heat, Outdated allows for the killing of an at large female dog in heat
- 6.16.120 Killing of Animals Prohibited, No longer relevant
- 6.16.130 Repealed By 2004-20

- 6.16.140 Repealed By 2004-20
- 6.16.144 Repealed By 2004-20
- 6.16.146 Repealed By 2004-20
- 6.16.148 Repealed By 2004-20
- 6.16.150 Noisy Dogs Prohibited, mandates debarking operation within 20 days on noisy dogs, Outdated
- 6.16.160 Repealed By 2004-20
- 6.16.170 Repealed By 2004-20
- 6.20 Repealed By 2004-20
- 6.22 Reserved
- 6.24 Repealed By 2004-20

Heber City Municipal Code Section 6.16.090 should be amended to:

6.61.090 Animal / Shelter Fees

All animal and shelter fees shall be established by resolution of the City Council and included in the City’s consolidated fees schedule.

Heber City Municipal Code Section 6.17.010 Should be amended to:

6.17.010 Penalty For Violation Of This Chapter

Any person violating any provision of this Title call be guilty of a class B misdemeanor, unless a different penalty shall be provided for by resolution of City Council. All crimes in this Title are strict liability crimes, except where otherwise provided. Nothing in this Title shall prevent or preclude a charge for violation of any applicable section of the Utah Code or other applicable law.

RECOMMENDATION

That City Council by motion approve the repeal of the listed sections of the municipal code and the amendments to sections 6.16.090 and 6.17.010 of the Heber City Municipal Code.

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Police Department
Staff member: Parker Sever, Chief of Police

EXHIBITS

1. City Ordinance on Animal Control Regulations - 4900-1218-3100 - 1

ORDINANCE NO. 2025 - 11

AN ORDINANCE AMENDING ANIMAL CONTROL REGULATIONS

WHEREAS, Title 6 of the Heber City Code contains regulations related to animals; and

WHEREAS, many of the regulations related to animal control and animal related issues are outdated or obsolete; and

WHEREAS, the City Council wishes to update the regulations to remove outdated or obsolete provisions.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Heber City as follows:

Section 1. The following chapters or sections of the Heber City Code are hereby repealed and removed in their entirety:

6.04 City Pound

6.08.010 Appointment

6.08.020 Duties

6.08.030 Recordkeeping and Reports

6.08.040 Repealed By 2004-20

6.12 Impoundment of Animals

6.16.010 Repealed By 2004-20

6.16.020 Fees

6.16.030 Repealed By 2004-20

6.16.040 Repealed By 2004-20

6.16.045 Repealed By 2004-20

6.16.050 Recordkeeping

6.16.070 Impoundment Generally

6.16.075 Impound Dog Release Procedures

6.16.080 Repealed By 2004-20

6.16.100 Repealed By 2004-20

6.16.110 Confinement of Females in Heat

6.16.120 Killing of Animals Prohibited

6.16.130 Repealed By 2004-20

6.16.140 Repealed By 2004-20

6.16.144 Repealed By 2004-20

6.16.146 Repealed By 2004-20

6.16.148 Repealed By 2004-20

6.16.150 Noisy Dogs Prohibited

6.16.160 Repealed By 2004-20

6.16.170 Repealed By 2004-20

6.20 Repealed By 2004-20

6.22 Reserved

6.24 Repealed By 2004-20

Section 2. The following sections of the Heber City Code are hereby repealed and replaces in their entirety as follows:

6.61.090 Animal / Shelter Fees

All animal and shelter fees shall be established by resolution of the City Council and included in the City's consolidated fees schedule.

6.17.010 Penalty For Violation Of This Chapter

Any person violating any provision of this Title call be guilty of a class B misdemeanor, unless a different penalty shall be provided for by resolution of City Council. All crimes in this Title are strict liability crimes, except where otherwise provided. Nothing in this Title shall prevent or preclude a charge for violation of any applicable section of the Utah Code or other applicable law.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this ____ day of _____, 2025.

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

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____



Heber City Council Staff Report

MEETING DATE:	5/20/2025
SUBJECT:	Ordinance 2025-09 Adopting Code Amendment to Allow City to Retain Fees-in-Lieu for Affordable Housing
RESPONSIBLE:	Jeremy Cook
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Affordable Housing Plan

SUMMARY

Council discussed this item on May 6, 2025 and continued the item to the May 20, 2025 agenda to give some time for the Housing Authority Representative, Sid Ostergaard, to discuss the issue with the Housing Authority.

This item amends the Affordable Housing Ordinance to permit Heber City to administer affordable housing fee in lieu money for the purchase of land and buildings for affordable housing.

The policy question for Council is as follows:

- Should Heber City adopt Ordinance 2025-09?

RECOMMENDATION

Staff recommends approval of Ordinance 2025-09.

BACKGROUND

This item involves the portion of the affordable housing ordinance that requires affordable housing fee in lieu payments to be administered by the Wasatch County Housing Authority. The City Council identified this policy as one that needs to be amended as part of Council's Annual Policy Priorities. The housing authority has indicated it is not able or willing to utilize the fee in lieu for anything other than subsidizing mortgage interest for qualified home buyers and strategic low interest loans to affordable housing organizations. Heber City is actively pursuing the construction of affordable housing and would like to utilize the fee in lieu for the purchase of land and constructing housing for qualified affordable housing buyers.

DISCUSSION

The City Council identified this as a Policy Priority at the Annual Budget Retreat.

FISCAL IMPACT

Adoption of Ordinance 2025-09 does not have a fiscal impact to the City.

CONCLUSION

Approval of Ordinance 2025-09 permits the City to utilize the affordable housing fee in lieu money for the the purchase of land and construction of affordable housing.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2025-09** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2025-09** as amended, as follows.

Alternative 3 - Continue

I move to **continue Ordinance 2025-09** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny Ordinance 2025-09** with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. 18.102 Affordable Housing
2. Ord 2025-09 Affordable Housing - 4923-1620-0253 - 1

 75 N Main Street
Heber City, UT 84032

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

 heberut.gov

18.102 Affordable Housing

[18.102.010 Findings](#)

[18.102.020 Purpose](#)

[18.102.030 Applicability](#)

[18.102.040 Incentives For Construction Of Affordable Units](#)

[18.102.050 Affordable Housing Development Agreement](#)

[18.102.080 Fee-In-Lieu](#)

[18.102.090 Severability](#)

[18.102.100 Enforcement](#)

[18.102.110 Definitions](#)

[18.102.120 Related Provisions](#)

[18.102.110 Removed Definitions](#)

18.102.010 Findings

A. Heber City has adopted a Moderate Income Housing Element of the General Plan as required by Utah State Code, which looks at the estimated existing supply, the estimated five year need for moderate income housing, a survey and evaluation of zoning's effect on affordable housing, and a description of Heber's programs to encourage an adequate supply of affordable housing;

B. The Moderate Income Housing Element of the General Plan shows that there is a continuing shortage of affordable housing in the City, which is detrimental to the public health, safety and welfare, as it contributes to overcrowded and substandard conditions for lower-income families, and the inability of businesses to find and retain a quality labor supply;

C. A Nexus Study performed for the valley, an exhibit to the Moderate Income Housing Element of the General Plan, shows that new development which does not include or provide for affordable housing serves to aggravate the current affordable housing shortage, by reducing the supply of residential land available for affordable housing development, and creating larger numbers of service oriented, low-paying jobs, creating a greater demand for affordable housing by increasing the numbers of lower wage earners;

D. A requirement for at least ten percent (10%) of all new residential units being created as affordable housing units is strongly recommended to implement the Goals and Policies of the Moderate Income Housing Element of the General Plan;

E. A Needs Assessment performed for the valley, an exhibit to the Moderate Income Housing Element of the General Plan, shows that a Fee-in-Lieu may be assessed as an alternative to providing onsite affordable housing; and

F. Costs for implementing the requirement to contribute to affordable housing can be offset by allowing reasonable development incentives.

HISTORY

Adopted by Ord. [2003-10](#) on 8/7/2003

Amended by Ord. [2010-01](#) on 1/21/2010

Amended by Ord. [2012-02](#) on 2/16/2012

Amended by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.020 Purpose

- The purposes of this Chapter 18.102 is to:
- A. Ensure that all new residential development provides a range of housing opportunities for all identifiable economic segments of the population, including households of low and moderate income;
 - B. Focus affordable housing efforts on monitoring the need and providing opportunities for low to moderate income families to obtain housing that meets their needs and not focus merely on building low income units;
 - C. Provide a variety of housing types for our elderly or senior citizens including assisted care, independent care, and targeted senior retirement communities;
 - D. Recognize the need for special target groups for affordable housing, namely: families in crisis; handicapped and other special need groups;
 - E. Allow alternatives to onsite construction in order to provide a special use deemed necessary and appropriate to accomplish the purposes of affordable housing.

HISTORY

Adopted by Ord. [2003-10](#) on 8/7/2003

Amended by Ord. [2010-01](#) on 1/21/2010

Amended by Ord. [2012-02](#) on 2/16/2012

Amended by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.030 Applicability

A. This Chapter applies to any residential development that contains 10 or more residential units and requires a rezone or the use of an overlay zone; any residential or mixed use development where an existing zone allows higher densities by flexible criteria or incentives; or on a voluntary basis in the case of an existing single family detached housing or multi-family zone.

B. This chapter does not apply to:

1. Any development that, after having performed an impact study which has been reviewed and approved by the City Council, at the expense of the development, can show there is no rational nexus or rough proportionality between the requirements of this chapter and the impacts of the development. If such impact study is to be performed, it must be completed and approved prior to receipt of preliminary approval of such development; and
2. Federal, State, or Local Governmental Agencies and Non-Profit Housing agencies constructing price restricted affordable housing.

HISTORY

Adopted by Ord. [2003-10](#) on 8/7/2003

Amended by Ord. [2010-01](#) on 1/21/2010

Amended by Ord. [2012-02](#) on 2/16/2012

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.040 Incentives For Construction Of Affordable Units

All developments that contain 10 units or more residential units shall:

1. Provide at least ten percent (10%) of the Equivalent Residential Units (ERUs) proposed for the development as affordable housing units as defined by this ordinance within the development; or
2. Pay a Fee-in-Lieu as calculated per Section 18.102.080; or
3. Implement alternatives to the construction of new affordable housing units contained within the development, where the proposed alternative supports specific housing

policies and goals as identified within the Heber City Moderate Income Housing Plan and assists the City in meeting those goals. Acceptable alternatives shall be of equal or greater value to the required Fee-in-Lieu for the development and may include the following:

1. Acquisition and rehabilitation of affordable housing units;
2. Construction of affordable housing units off-site;
3. Conversion of existing market-rate units to affordable units;
4. Construction of special needs projects or shelters;
5. Dedication of land for future development;
6. Affordable renter occupied housing for those earning 60% or less of Area Median Income (AMI);
7. Elderly or senior citizens, including assisted care and independent care and targeted senior retirement communities (55 years plus); or
8. Families in crisis and the disabled.

HISTORY

Adopted by Ord. [2003-10](#) on 8/7/2003

Amended by Ord. [2008-06](#) on 4/3/2008

Amended by Ord. [2010-01](#) on 1/21/2010

Amended by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.050 Affordable Housing Development Agreement

A. An Affordable Housing Plan shall be required for all residential developments that are subject to this Chapter. This plan shall be incorporated into a Development Agreement as directed by the Heber City Attorney.

B. The Affordable Housing Development Plan shall contain, at a minimum, the following information concerning the development, and shall be submitted no later than preliminary approval.

C. At the request of an applicant, the City Council may permit one or more of the following incentives for a development which is required to provide affordable housing, a Fee-in-Lieu, or other acceptable alternatives as negotiated.

1. Affordable units within a single-family detached dwelling subdivision may be built as attached units, provided the developer demonstrates the proposed buildings are compatible in height, size and yard requirements as surrounding lots, and the negative impacts for substantial differences in those features are mitigated with fence and landscape screening, architectural treatments, and site planning as demonstrated by submitted site plan, landscaping plan and building elevations.

Attached housing within a single family detached dwelling subdivision shall be designed for owner occupancy with long term deed restrictions to preserve affordability as a first preference. If rental units are proposed they shall also be restricted to 80% of AMI or below.

2. Front Setbacks may be reduced to 20 feet from the front property line and reduced to 10 feet for alley loaded units.

a. Side setbacks may be reduced by 30 percent, rounded up to the nearest foot. b. Rear setbacks may be reduced by 30 percent, rounded up to the nearest foot.

3. The building permit fee (not including connection fees or impact fees), to the extent permitted by law, may be waived for the affordable units.

4. The minimum lot width, lot area, height and open space required within a development may be reduced and/or increased by a proportionate amount to accommodate bonus density units.

5. Reduction in parking standards for project in a half mile proximity to public transportation facilities.

6. Expedited permit review of affordable housing unit projects.

D. The affordable housing units shall be built concurrently with market-rate units.

E. Affordable housing units should be located within the development project site to allow for a blending of such units with market rate units as a first preference.

F. The size, appearance, materials and finished quality of affordable units shall be reasonably consistent with the design of other residential units in the development.

G. Affordable housing units should provide a mix of number of bedrooms in the affordable dwelling units in response to affordable housing demands.

H. Affordable rental units and affordable owner occupied units shall be deed restricted and affordable to the designated income group in perpetuity. Actual rents and prices to be charged and later increases shall be determined in an Affordable Housing Agreement as approved by the City Council and to be entered into prior to receiving final approval on any project.

I. If on site construction is not feasible as determined by the City and the applicant then acceptable alternatives shall be of equal or greater value to the required Fee-in- Lieu for the development and may include the following:

1. Acquisition and rehabilitation of affordable housing units; 2. Construction of affordable housing units off-site; 3. Conversion of existing market-rate units to affordable units with deed restrictions; 4. Construction of special needs projects or shelters in partnership with Wasatch County; 5. Dedication of land for future development of Affordable Units;

J. The following information concerning the development shall be submitted no later than preliminary approval:

1. A calculation of the number of units permitted by the underlying zone. 2. The need and request for specific incentives offered by this Chapter. 3. If a fee in lieu is approved a written appraisal by an Master Appraisal Institute (MAI) Certified Appraiser, who is either 1) mutually agreed upon between the petitioner for development and Heber City, or 2) hired by the city and paid for by the petitioner for development, estimating the retail value of the developed residential component of the project. The city may require, in lieu of the appraisal, a submittal of a copy of the development appraisal used for financing approval of the development. 4. For construction of affordable housing units, include the following:

a. The total number of units proposed in the project; b. The average selling price of a unit for each of the phases of the development; c. The number of affordable units proposed; d. The square footage, calculated ERU's and numbers of bedrooms, e. The proposed location of the units; f. The schedule for production of dwelling units, both affordable and market rate; g. The method of deed restriction for preservation of the units and monitoring agency; h. Production cost associated with dwelling construction; i. Appraisals for units; j. Providing copies of plans for such units; k. Security posted or to be posted prior to recording of final plat, for building of units, if construction of such units will not take place at the same time as the market rate units in a proportionate manner.

5. Letter of Recommendation from the City's Community Development staff.

6. If a Fee-in-Lieu will be used, a calculation of the amount of the Fee-in-Lieu and the proposed payment method and timing of the Fee-in-Lieu. The fee shall normally be paid in cash prior to recording of the subdivision plat, or prior to issuance of a building permit for multifamily residential developments or if a plat is not required. All lot contributions shall occur simultaneously with the recording of the subdivision plat. A multi-phased development may pay

the Fee-in-Lieu as each phase is developed. The city may consider accepting the Fee-in-Lieu in payments provided:

a. At least 50% of the Fee-in-Lieu is paid as cash prior to recording of the subdivision plat or prior to issuance of a building permit for multifamily residential developments or if a plat is not required; and b. Any remaining amount of the Fee-in-Lieu shall be paid upon completion or issuance of a Certificate of Occupancy (for multifamily, apartments, PUDS, etc.), or upon subdivision acceptance by Heber City.

7. Prior to the recording of a subdivision plat, or prior to the issuance of a building permit for multifamily residential developments or if a plat is not required, the applicant shall have entered into a Development Agreement with Heber City. The Development Agreement shall set forth the commitments and obligations of Heber City and the applicant, including, as necessary, Fee-in-Lieu payment plan, construction details, lot dedications if applicable, etc., and approved bonus density units and incentives.

8. If a developer intends to build his required amount of affordable housing units at a time which is not concurrent with the building of the market rate units, and a later construction schedule is agreed upon as part of the development approval process (not to exceed one year), a bond or other financial assurance equal to 100% of the current Fee-in-Lieu, shall be placed with Heber City to ensure the building of the affordable housing units within the time agreed upon or one year from final approval, whichever is sooner.

9. Details how qualified applicants will be selected with first preference given to public service employees employed within Wasatch County, including municipal, county, school district, state and federal employees. Second preference shall be given to applicants who have been residents of Wasatch County for at least one year prior to application. Third preference shall be given to applicants who reside elsewhere but are employed full-time in Wasatch County. Fourth preference shall be given to applicants who neither work nor live in Wasatch County.

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.080 Fee-In-Lieu

The Fee-in-Lieu amount is determined by the subsidy needed to make a market rate unit affordable to a low-income household. This subsidy shall be based upon a determination of the average subsidy that would be required to make a typical new starter home consisting of three Bedrooms/two baths affordable to a family earning 80% of the median gross income of the metropolitan statistical area for households of the same size. To ensure proportionality to each development, the Fee-in-Lieu is determined as follows:

A. For developments with detached single-family lots, the Fee-in-Lieu shall be calculated as 6% (six percent) of the value of the subdivision lots as determined by a written appraisal by an MAI Certified Appraiser. B. For all other residential developments, the Fee-in-Lieu shall be calculated as 3% (three percent) of the value of the development as determined by a written appraisal by an MAI Certified Appraiser. C. The Fee-in-Lieu shall be adjusted to current market conditions for developments that have not recorded or have not been constructed within 2 years of approval. It is the responsibility of the developer to submit an updated appraisal of the development value to determine the updated Fee-in-Lieu. D. Heber City and/or the Wasatch County Housing Authority reserves the right to obtain and utilize a second opinion from an Appraiser or Qualified Real

Estate Professional to determine the development value used to calculate the Fee-in-Lieu. E. All Fees-in-Lieu shall be deposited in a Housing Trust Fund. Said fund shall be administered by the Wasatch County Housing Authority and shall be used for the purpose of providing funding assistance for the provision of affordable housing of both for rent and for sale units, the alternatives approved under Section 18.102.040 C. of this ordinance, and reasonable costs of administration consistent with the policies and programs of the Wasatch County Housing Authority. F. Affordable Housing Alternatives shall be of a value not less the amount that would have been paid as the Fee-in-Lieu. Title to all dedicated lots shall be unencumbered, including being clear of all taxes and liens, all such being paid and cleared. All dedicated lots shall be buildable, being of sufficient size and shape to accommodate at least the minimum sized home permitted by the zoning ordinance, plus accommodate required parking spaces and setbacks.

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.090 Severability

If any of the provisions of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.100 Enforcement

A. The provisions of this Chapter shall apply to all developers for which are required to provide affordable housing, and their agents, successors and assigns, unless an impact study performed has been performed and approved. B. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Chapter, including but not limited to actions to revoke, deny or suspend a permit or development approval. C. It shall be a class "B" misdemeanor for any individual or entity to sell or rent a restricted affordable housing unit for a sum in excess of the affordable housing rate set forth in the affordable housing agreement governing that unit. Excess proceeds of an unlawful sale or unlawful rental shall be forfeited shall be paid to the Wasatch County Housing Authority Trust Fund. D. The City may withhold the issuance of permits or other permissible regulatory authority in the enforcement of this Chapter.

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

18.102.110 Definitions

The following words shall have the described meaning when used in this Chapter. If any words are used in this Chapter are not defined herein, the definitions contained in Chapter 18.08 shall control. In the event of a conflict between Chapter 18.08 and this section, this section shall control. If there is no definition contained in either this section or Chapter 18.08 the ordinary

meaning contained in the dictionary shall be the meaning intended unless a contrary meaning is apparent from the context of the word.

A. "Affordable" means housing that costs no more than thirty percent (30%) of a household's income. B. "Affordable Housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the metropolitan statistical area for households of the same size. Such housing cannot cost more than 30% of a household's income. C. "Affordable Housing Agreement" means a legally binding agreement between a Developer and Heber City and the Wasatch County Housing Authority which ensures that the requirements of this Chapter are satisfied. D. "Allowable Housing Expense" means the total monthly or annual recurring expenses required of a household to obtain shelter. These expenses include loan principal and interest, property and mortgage insurance, property taxes, homeowner's association dues, etc. unit only, this amount would include the cost of obtaining basic public utility services. E. "Affordable Housing Unit" means a dwelling unit that will be offered for rent or sale exclusively to, and which shall be affordable to, lower-income households as required by this Chapter. F. "Base Residential Units" means the number of lots or equivalent residential units associated with each development from which are calculated the number of affordable units to be provided or the amount of the fee-in-lieu to be paid. G. "Conversion" means the change of status of a dwelling unit from a purchased unit to a rental unit or vice versa. H. "Equivalent Residential Unit (aka ERU)" means one residential ERU is equivalent to one dwelling unit. I. "Financial Assistance" means assistance to include, but not be limited to, the subsidization of fees, infrastructure, land costs, or construction costs, the use of Community Development Block Grant (CDBG) Funds, down payment assistance, interest buy-downs, or the provision of other direct financial aid or other monetary compensation, by Heber City or the Wasatch County Housing Authority. J. "Low Income" means fifty percent (50%) or less of median family income for Wasatch County. K. "Market Rate Unit" means a dwelling unit where the rental rate or sales price is not restricted by requirements imposed by local, state or federal affordable housing programs. L. "Moderate Income" means eighty percent (80%) or less of median family income for Wasatch County. M. "Qualified Applicants" means applicants for Low-Income units must make 50% or less than median family income for Wasatch County. Applicants for Moderate- Income units must make between 51% and 80% of median family income for Wasatch County. If all other requirements are equal.

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

[18.102.120 Related Provisions](#)

- Chapter 18.12 Administration

HISTORY

Repealed by Ord. [2010-01](#) on 1/21/2010

Reenacted by Ord. [2018-43](#) on 8/16/2018

Amended by Ord. [2023-20](#) on 9/25/2023

[18.102.110 Removed Definitions](#)

The following words shall have the described meaning when used in this ordinance. If any words are used in this ordinance are not defined herein, the definitions contained in Chapter 18.08 shall control. In the event of a conflict between Chapter 18.08 and this section, this section shall control. If there is no definition contained in either this section or Chapter 18.08 the ordinary

meaning contained in the dictionary shall be the meaning intended, unless a contrary meaning is apparent from the context of the word.

1. "Affordable" means housing that costs no more than thirty percent (30%) of a household's income.
2. "Affordable Housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the metropolitan statistical area for households of the same size. Such housing cannot cost more than 30% of a household's income.
3. "Affordable Housing Agreement" means a legally binding agreement between a Developer and Heber City and the Wasatch County Housing Authority which ensures that the requirements of this ordinance are satisfied.
4. "Allowable Housing Expense" means the total monthly or annual recurring expenses required of a household to obtain shelter. These expenses include loan principal and interest, property and mortgage insurance, property taxes, homeowner's association dues, etc. unit only, this amount would include the cost of obtaining basic public utility services.
5. "Affordable Housing Unit" means a dwelling unit that will be offered for rent or sale exclusively to, and which shall be affordable to, lower-income households as required by this ordinance.
6. "Base Residential Units" means the number of lots or equivalent residential units associated with each development from which are calculated the number of affordable units to be provided or the amount of the fee-in-lieu to be paid.
7. "Conversion" means the change of status of a dwelling unit from a purchased unit to a rental unit or vice versa.
8. "Equivalent Residential Unit (aka ERU)" means one residential ERU is equivalent to one dwelling unit.
9. "Financial Assistance" means assistance to include, but not be limited to, the subsidization of fees, infrastructure, land costs, or construction costs, the use of Community Development Block Grant (CDBG) Funds, down payment assistance, interest buy-downs, or the provision of other direct financial aid or other monetary compensation, by Heber City or the Wasatch County Housing Authority.
10. "Low Income" means eighty percent (80%) or less of median family income for Wasatch County.
11. "Market Rate Unit" means a dwelling unit where the rental rate or sales price is not restricted by requirements imposed by local, state or federal affordable housing programs.
12. "Moderate Income" means 81 % to 120% of median family income for Wasatch County.
13. "Qualified Applicants" means applicants for Low-Income units must make 80% or less than median family income for Wasatch County. Applicants for Moderate-Income units must make between 81% and 120% of median family income for Wasatch County. If all other requirements are equal, first preference shall be given to public service employees employed within Wasatch County, including municipal, county, school district, state and federal employees. Second preference shall be given to applicants who have been residents of Wasatch County for at least one year prior to application. Third preference shall be given to applicants who reside elsewhere, but are employed full-time in Wasatch

County. Fourth preference shall be given to applicants who neither work nor live in Wasatch County.

HISTORY

Adopted by Ord. [2018-43](#) on 8/16/2018

ORDINANCE 2025-09

AN ORDINANCE AMENDING THE AFFORDABLE HOUSING ORDINANCE BY REMOVING THE REQUIREMENT THAT AFFORDABLE HOUSING FEE IN LIEUS BE TURNED OVER TO THE WASATCH COUNTY HOUSING AUTHORITY.

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code, **Section 18.102.080 Fee-In-Lieu** is **amended** as shown in Exhibit A.

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

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

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2025.

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

APPROVED:

Mayor Heidi Franco

ATTEST:

Date: _____

RECORDER

EXHIBIT A

18.102.080 Fee-In-Lieu

The Fee-in-Lieu amount is determined by the subsidy needed to make a market rate unit affordable to a low-income household. This subsidy shall be based upon a determination of the average subsidy that would be required to make a typical new starter home consisting of three Bedrooms/two baths affordable to a family earning 80% of the median gross income of the metropolitan statistical area for households of the same size. To ensure proportionality to each development, the Fee-in-Lieu is determined as follows:

- A. For developments with detached single-family lots, the Fee-in-Lieu shall be calculated as 6% (six percent) of the value of the subdivision lots as determined by a written appraisal by an MAI Certified Appraiser.
- B. For all other residential developments, the Fee-in-Lieu shall be calculated as 3% (three percent) of the value of the development as determined by a written appraisal by an MAI Certified Appraiser.
- C. The Fee-in-Lieu shall be adjusted to current market conditions for developments that have not recorded or have not been constructed within 2 years of approval. It is the responsibility of the developer to submit an updated appraisal of the development value to determine the updated Fee-in-Lieu.
- D. Heber City and/or the Wasatch County Housing Authority reserves the right to obtain and utilize a second opinion from an Appraiser or Qualified Real Estate Professional to determine the development value used to calculate the Fee-in-Lieu.
- E. All Fees-in-Lieu shall be ~~utilized by Heber City deposited in a Housing Trust Fund. Said fund shall be administered by the Wasatch County Housing Authority and shall be used~~ for the purpose of providing current or future funding ~~assistance~~ for ~~the provision of~~ affordable housing ~~of both for rent and for sale units, including, but not limited to,~~ the alternatives approved under Section 18.102.040.C of this ordinance. Heber City may request that the any fee-in-lieu be paid directly to the Wasatch County Housing Authority or another non-profit entity or government agency that provides for or administers affordable housing programs. Heber City may invest the fee-in-lieu in any manner permitted by law prior to Heber City utilizing the fee-in-lieu for an affordable housing purpose. and reasonable costs of administration consistent with the policies and programs of the Wasatch County Housing Authority.
- F. Affordable Housing Alternatives shall be of a value not less the amount that would have been paid as the Fee-in-Lieu. Title to all dedicated lots shall be unencumbered, including being clear of all taxes and liens, all such being paid and cleared. All dedicated lots shall be buildable, being of sufficient size and shape to accommodate at least the minimum sized home permitted by the zoning ordinance, plus accommodate required parking spaces and setbacks.