

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

June 3, 2025

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

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

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

1. Central Heber Overlay Zone (CHOZ) Recommendation by Planning Commission (Tony Kohler, Community Development Director) - *60 min*
2. Ordinance 2025-05 Text Amendment: Body Art Facilities (Jacob Roberts, Planner) - *40 min*

II. BREAK - 10 MIN

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

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

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for Public Works Storm Drain Crew
2. Mayor's Award for Winners of the Heavy Equipment (Backhoe) Rodeo

V. CONFLICT OF INTEREST DISCLOSURE:

VI. PUBLIC HEARINGS: (Council May Take Action on the Following Items Upon Conclusion of the Public Hearing)

1. Public Hearing on FY 2026 Tentative Budget (Sara Nagel, Finance Manager)
2. Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater and Pressurized Irrigation Funds (Sara Nagel, Finance Manager)
3. Public Hearing UT Code 10-3-818 Salaries in Municipalities Ordinance 2025-14 (Cherie Ashe, Human Resources Manager)
4. Public Hearing for Approval of Ordinance 2025-10, Red Rock Annexation (Jamie Baron, Planning Manager)

VII. CONSENT AGENDA:

1. Approval of May 6, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Authorization to Commence work on HVAC replacement for Heber City Social Hall (TVT Building) (Matt Brower, City Manager)
3. Cemetery Columbarium Water Fountains (Matt Brower, City Manager) - *10 min*

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

IX. GENERAL BUSINESS ITEMS:

1. Annual Ethical Behavior Policy and Annual Ethical Behavior Pledge Form (Sara Nagel, Finance Manager, Trina Cooke, City Recorder) - *5 min*

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

1. Ordinance 2025-05 Text Amendment: Body Art Facilities (Jacob Roberts, Planner) - *10 min*
2. Ordinance 2025-13 Text Amendment to Chapter 18.110 Telecommunications (Jamie Baron, Planning Manager) - *30 min*
3. Views on Main MDA (Master Development Agreement) (Tony Kohler, Community Development Director) - *45 min*
4. Ordinance 2025-07 Zoning Map Amendment: 1874 South Daniels Road (Jacob Roberts, Planner) - *10 min*
5. Contract Award for Parking and Street Striping (Russ Funk, City Engineer) - *10 min*

XI. COMMUNICATION:

1. Joint Meeting with Wasatch County (Matt Brower, City Manager)

XII. CLOSED MEETING: (As Needed)

XIII. 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, 29, 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 Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Central Heber Overlay Zone (CHOZ) Recommendation by Planning Commission
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The Planning Commission recently recommended approval of the proposed Central Heber Overlay Zone (CHOZ). Before digging into the details of the text for the proposal, the Planning Commission Chair, Phil Jordan, Vice Chair, Tori Broughton, John Janson, Consultant, and I, will be presenting a summary of the CHOZ. At the following meeting on June 17, we'll dig into the details of the text of the proposed ordinance. The June 3 presentation is intended to provide an opportunity to learn about the why, what and how about CHOZ; no action is recommended, other than to listen and ask questions. See the attached PDF for more information.

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

1. Heber City Council Work Session 6 3 25 w pj edits



Heber City Council Work Session

Envision Central Heber Implementation
Central Heber Overlay Zone

June 3, 2025

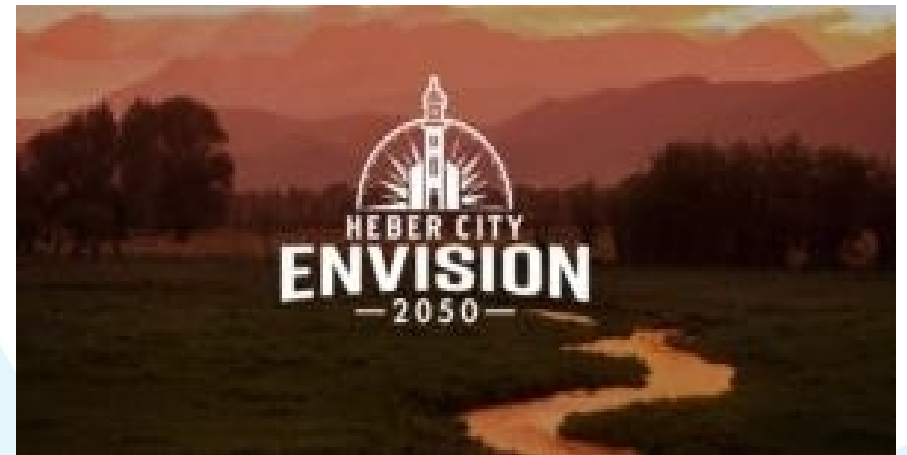
Central Heber Vision suggested:

- More flexibility for the **Central Neighborhoods** and the connecting corridor along Midway Lane to allow for infill and land use options
- A **Transition Area** from the Downtown to the Central Neighborhoods with more use flexibility



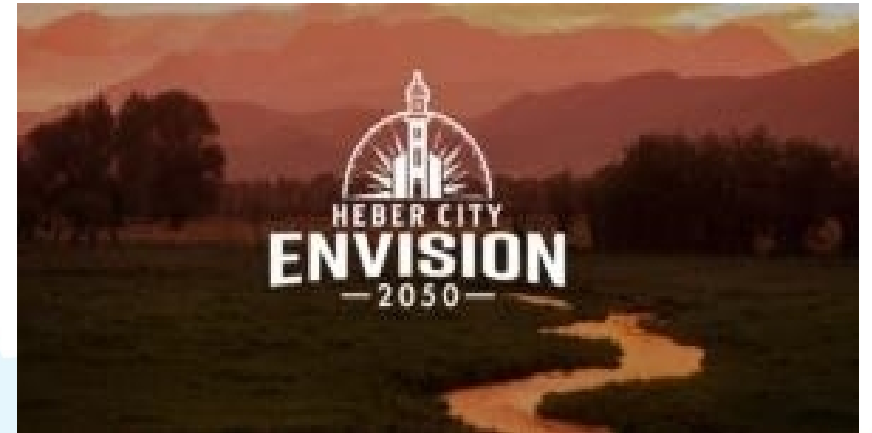
Why address potential changes in these areas?

- City Council asked for a “deeper dive” into the Central Neighborhoods in 2022, after the Envision Heber 2050 Plan was adopted
- **To increase housing supply and the potential to reduce/moderate housing prices**



Why address potential changes in these areas?

- [Overlay Concept](#) emerged from the Central Heber Vision with the intent of supporting the downtown, [providing more housing options](#) (including workforce housing), **and** to [define a transition area](#) from Main Street commercial uses into the Central Neighborhoods



What has been accomplished in this process?

- Significant input from Public Open Houses, Planning Commission work sessions, and Public Hearing
- Initial draft has been refined many times as issues were addressed
- Some potential housing types were dropped and others reinforced



Important concepts to remember...

- R-2 and R-3 zones remain
- Use of the Overlay is optional
- Strictly a property owner's personal choice
- The infill discussion is happening all over our State



What problems does this Overlay help to solve?

- Address **supply issues** by increasing housing choices
- Provide for **more ownership options**
- Help **support business and employer needs** in the Downtown
- **Reduces investor purchases**
- **Reduces short term rentals** taking away needed longer term rentals
- *How is this a “win” for Heber?*



Central Heber Overlay Zone (CHOZ)

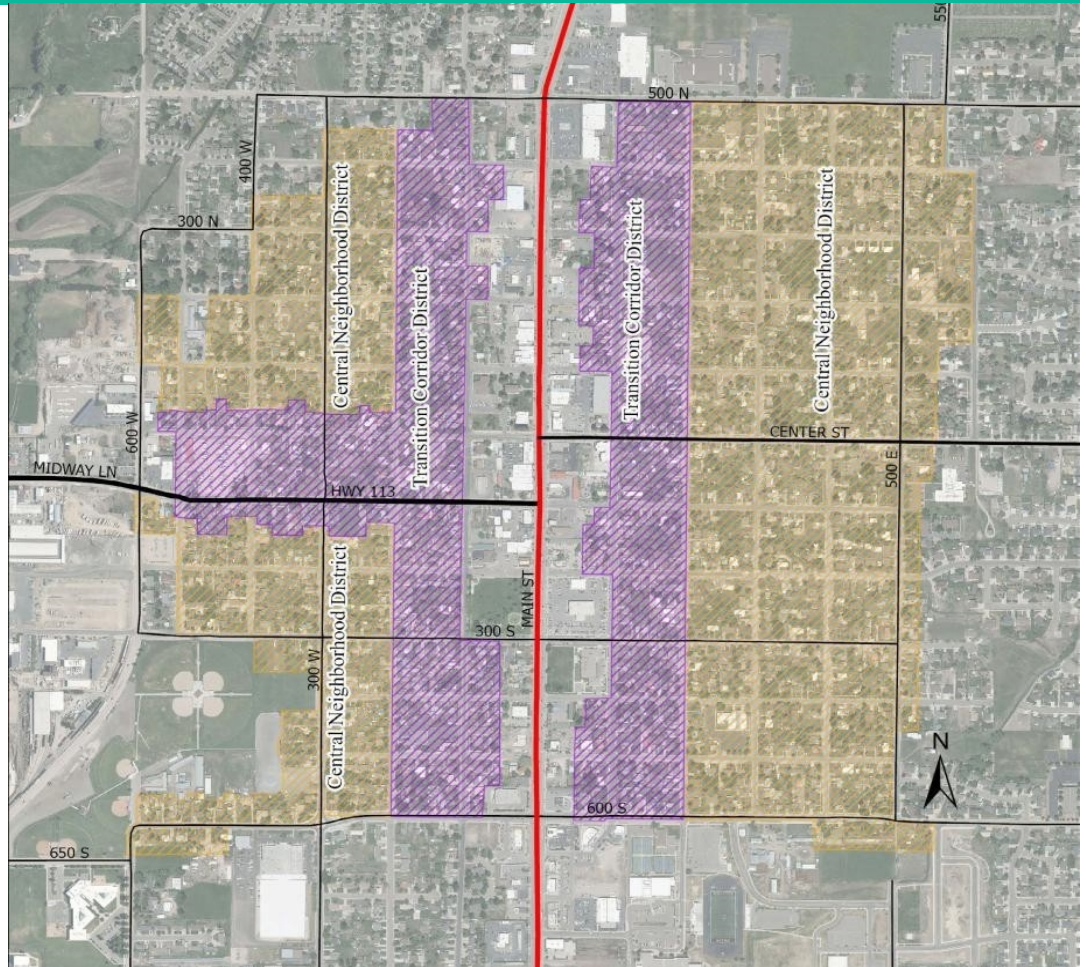
Two Sub-Districts within CHOZ

1. Central Neighborhoods District (CND)

- 200 West/East to about 600 West/East

2. Transition Corridors District (TC)

- 100 West/East to 200 West/East
- Midway Lane and Center Street westward from 100 West to about 600 West



General Spatial Standards

General Spatial Requirements *

Table 18.83.030.1

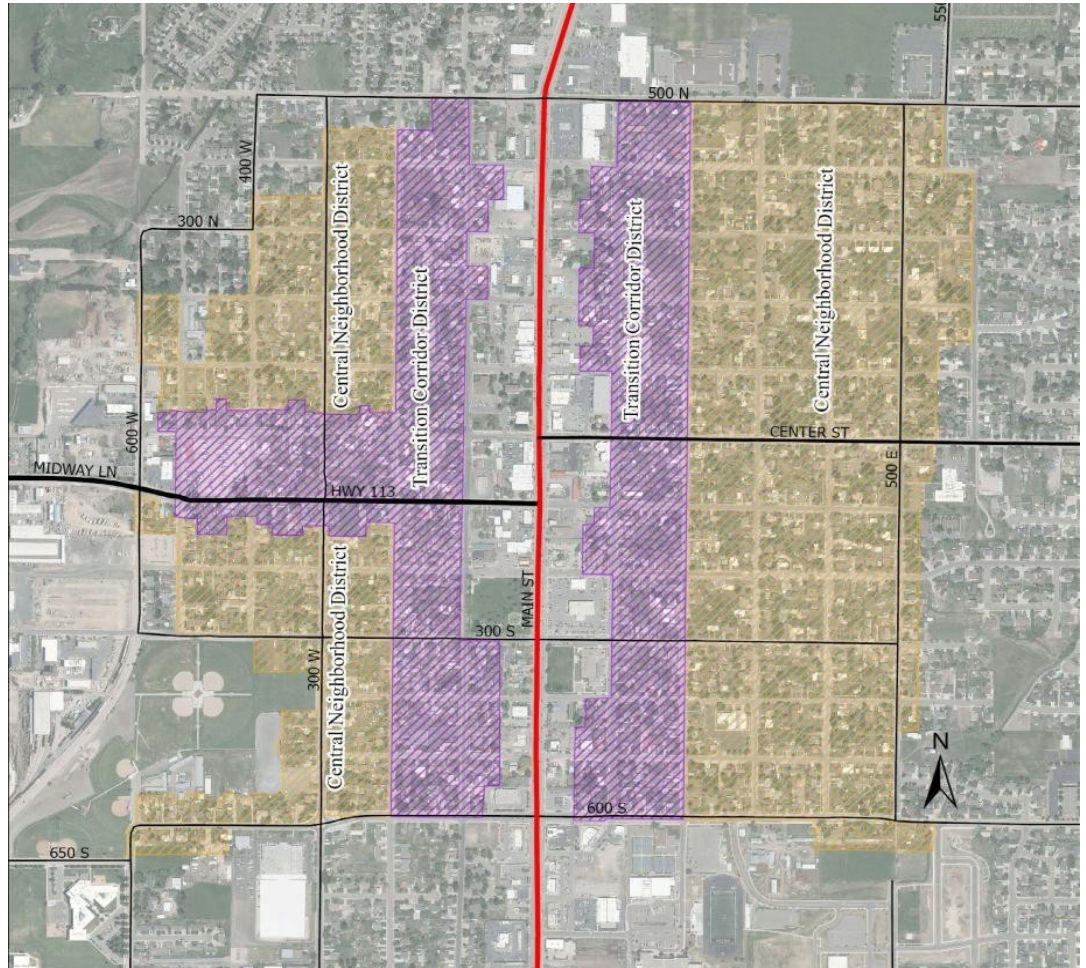
Frontage	Min Front Setback	Min Rear Setback	Min Side Setback	Min Area & Depth	Max Height
All other buildings must meet the frontage requirements of the underlying zone	15 feet min from public right of way; 10 feet min for flag lots from PUE/access easement to any building	15 feet to property line	5 feet min to each side property line; 15 feet min from public right of way	As per the underlying zone or as specified in section 18.83.040 98 foot min depth for corner lots	25 foot max for flag lots and SDUs; 35 foot max for all other buildings

*Other standards may apply elsewhere in this code, such as 18.83.040

Central Heber Neighborhoods District (CND)

Lower Density Residential Uses:

- Small lot (5000 square feet)
- Flag lots
- Subordinate dwelling unit
- Internal and detached accessory dwellings
- Townhouses (up to 5 units)
- Duplexes
- Twin homes



Flag lots

- A subdivided lot(s) behind the existing home
- Smaller size lot
- Smaller home
- Dedicated driveway
- Fire restrictions/regulations after 150'



Subordinate Dwelling unit

- Separate lot without a driveway
- Permanent access easement
- 8' minimum width
- Max house size (800 square feet)
- No minimum
- Foundation required
- Owner occupancy required



Detached Accessory Dwelling Units

- Separate from the main dwelling
- Owned by the lot owner
- The owner has to live in one of the units
- Generally a lower cost rental since there are few amenities



Townhouses

- In the Central Neighborhoods no townhouse “complex” larger than 5 attached units
- Shall be individually owned
- Façade variation
- Address the street



Duplexes

- Conditional use
- Encourage parking to the side or rear
- Minor design standards due to State Law that addressed limiting design standards for SFDs, duplexes, and Twin Homes



Twin Homes

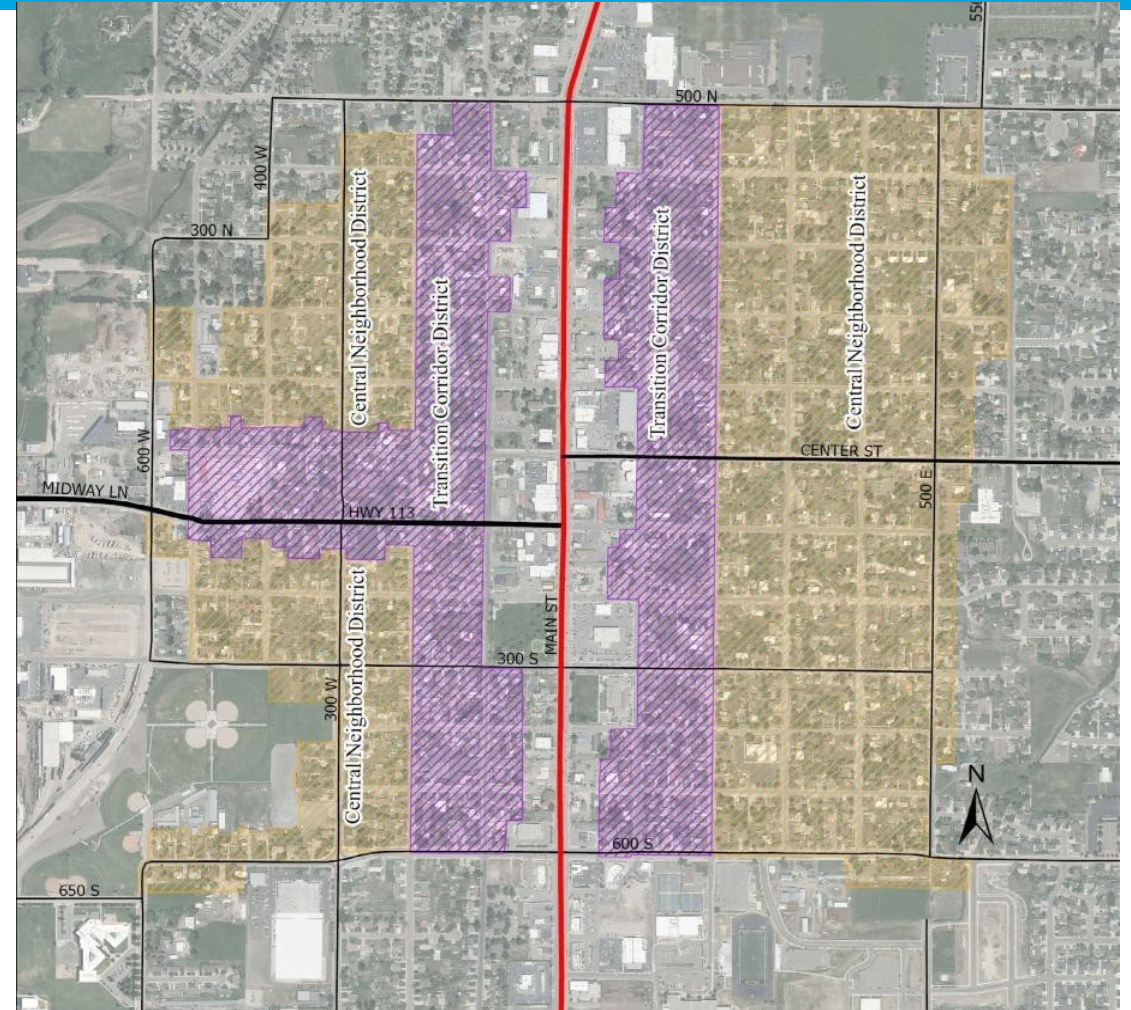
- Two individually owned units
- Permitted use
- Ownership required



Transition Corridors District (TCD) Just three additional Uses

Moderate density residential uses and low intensity commercial uses:

- Flag Lots
- Subordinate dwelling unit
- Internal and external accessory dwelling units
- Townhouses
- **Mansion Style Apartments**
- Duplexes
- Twin homes
- **Commercial Buildings**
- **Mixed Use Buildings**



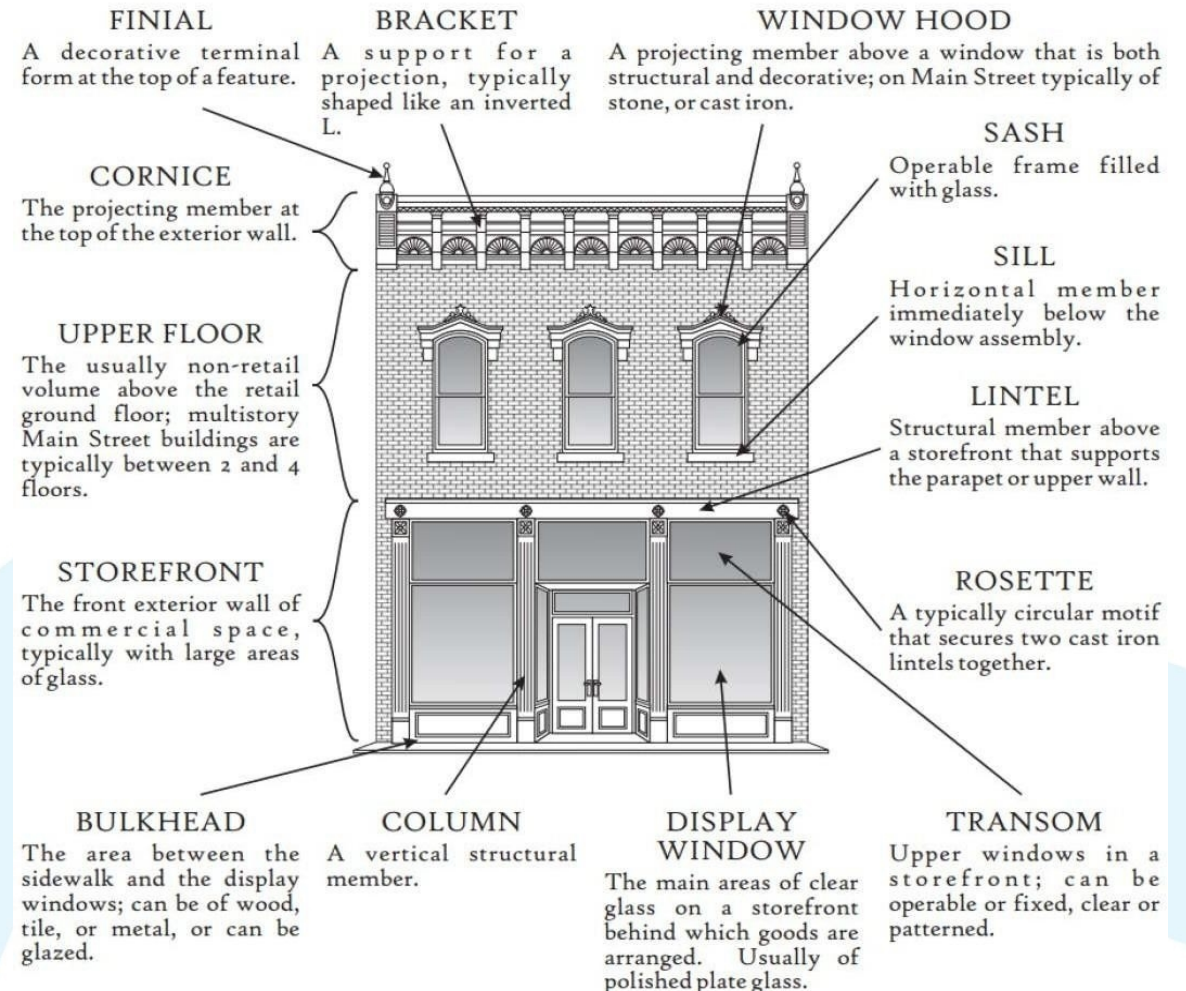
Mansion Style Apartments

- 3 to 4 units
- Appearance of a large SFD
- Only one front door
- Parking to the rear



Commercial Buildings

- Use intensity and standards reduce as a transition to 200 West
- Uses the C-3 type requirements but incorporates a 15' front yard setback
- Storefronts required and then a “buffet” menu of design feature choices



Mixed Use Buildings

- First floor commercial or office
- Upper floors generally residential
- Storefronts required and then a “buffet” menu of design feature choices



Infill Options Summary

Building Typology	Central ND	Transition CD
Small lot	P	N
Flag lot (s)	P	P
Subordinate Dwelling Unit (SDU)	P	P
Detached and Internal Accessory Dwelling Unit (ADUs)	P	P
Townhouses (small – no more than 5 attached units per building)	P	P
Townhouse complexes (more than one building)	N	C
Mansion style apartments/condominiums	N	C
Duplexes	C	C
Twin Homes	P	P
Commercial Building	N	P
Mixed Use Building	N	P

What's next?

- Transfer the ordinance to you for your review
- City Council ordinance review session
- Modifications if needed
- Adoption





Heber City Council Staff Report

MEETING DATE:	6/3/2025
SUBJECT:	Ordinance 2025-05 Text Amendment: Body Art Facilities
RESPONSIBLE:	Jacob Roberts
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The proposed text amendment is intended to permit Body Art Facilities within Heber City. Currently, tattoo services are explicitly prohibited, and no adequate definition for such uses exists in the City's zoning ordinance. This amendment introduces a formal definition for 'Body Art Facilities' and specifies the zoning districts in which they would be allowed.

Policy Question

Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits.

Planning Commission

The Heber City Planning Commission held a public hearing and forwarded a positive recommendation to the City Council on May 13th 2025. The Planning Commission added no additional conditions or changes.

RECOMMENDATION

Staff recommends approval of the proposed text amendment, subject to any conditions the City Council deems appropriate.

BACKGROUND

Earlier this year, business owners approached staff to apply for a business license to operate a body art facility. During the review process, staff discovered that "tattoo" services are currently prohibited in all commercial zones, and no provision exists for such uses in any other zoning district. In response to this regulatory gap, staff was directed to explore a solution by preparing a text amendment that would allow for the operation of body art facilities within specified zones.

Staff introduced the issue to the Planning Commission on March 25, 2025. Following discussion, the

Commission directed staff to return with a proposed amendment permitting body art facilities within Heber City. The proposed text amendment accomplishes two key objectives: (1) it establishes a new definition for "Body Art Facilities," modeled primarily on relevant state code, and (2) it permits such facilities as a use in all commercial and industrial zones, as well as within the Business/Medical Park (BMP) Zone.

DISCUSSION

Staff has conducted thorough research to address the issue of body art facilities within the city. Under the current code, 'tattoo' services are explicitly prohibited in commercial zones, and the term 'tattoo' is not adequately defined. According to state code, the term can encompass a variety of services already provided in salons across the city, such as permanent makeup and micro-blading, both of which are classified as 'Body Art.' While it was previously assumed that tattoo services were permitted in the Sexually Oriented Business Overlay Zone, this assumption was incorrect, as body art facilities would not be permitted in that zone. As it stands, body art facilities are prohibited citywide. Following guidance from the City Attorney and the Development Services Director, staff has been directed to rectify this issue and identify appropriate zones for the establishment of body art facilities. At the time of this report, one Body Art Facility has a business license within Heber City limits. Trigger Happy Tattoo received their business license in 2017 before the commercial zone was changed.

This text amendment rectifies this issue in two ways:

1. Adopting a New Definition of "Body Art"

- In alignment with state code, staff has drafted the following definition of "Body Art" for adoption:

18.08.041 Body Art Facilities

A "Body Art Facility" or "Facilities" means a facility where an individual practices or instructs the following:

- (a) Body piercing
- (b) Permanent cosmetics
- (c) Microblading
- (d) Tattooing

However, it does not include:

- (a) Branding
- (b) Scarification

Definitions:

- **"Microblading"** means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

- **"Permanent cosmetics"** refers to a permanent or semi-permanent tattoo applied to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation.
-

2. Amending the Code to Permit Body Art Facilities in the Following Zones:

- C-2, C-3, & C-4
- I-1 & I-2
- Business/Medical Park Zone

Noticing Requirements:

This Legislative Item requires a notification for all residents in all zones mentioned above. Notifications have been sent to all residences and businesses in the zones mentioned by the 10 day notification requirement. In addition, the Public Hearing was notified on the Heber City website as well as the Public Publishing notification website, as well as posted in more than the required eight different businesses around the Wasatch County area.

Staff Findings:

1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
3. Planning Commission held a public hearing on May 13th, 2025 and forwarded a positive recommendation.
4. All noticing requirements have been met.

Conditions:

1. Any conditions that the City Council may feel are appropriate.

FISCAL IMPACT

N/A

CONCLUSION

In conclusion, the proposed text amendment is intended to address the current lack of a clear definition and the prohibition of Body Art Facilities within Heber City. The amendment introduces a formal definition of "Body Art Facilities," aligned with state code, and designates the zones where these facilities would be permitted, including all commercial and industrial zones, as well as the

Business/Medical Park Zone. The amendment aims to provide clarity in the permitting process and allow for the establishment of Body Art Facilities in areas where such uses are deemed appropriate. Staff recommends approval of the proposed amendment, subject to any conditions the City Council may consider appropriate. The proposed changes aim to address existing regulatory gaps while maintaining compatibility with existing land uses in the designated zones.

Policy Question

Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits?

Staff Findings:

1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
3. Planning Commission held a public hearing on May 13th, 2025 and forwarded a positive recommendation.
4. All noticing requirements have been met.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Body Art Facilities Text Amendment - City Council
2. Ordinance 2025-05 Body Art Facilities DRAFT 4



Body Art Facilities

Work Meeting

Date 6/3/2025



Background

- The applicant approached Staff to receive a business license for a Body Art Establishment within City limits. “Tattoo” is expressly prohibited in all Commercial Zones.
- The applicant expressed a desire to see this changed as many tattoo artists are already operating in Heber City.
 - *Currently only one (1) active business license for a Body Art Facility exists in Heber City: Trigger Happy Tattoo, license received in 2017 before code change.*
- City Council and the Planning Commission expressed interest to learn more and find a possible solution.
- Today Staff is presenting a draft ordinance as a possible solution for consideration.
- The Planning Commission forwarded a positive recommendation after holding a public hearing on May 13th 2025.
- **Policy Question:**
 - *Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits?*

Current Status of Body Art Facilities

- Body Art Facilities are not permitted in any commercial zone per Ordinance Number 2022-26, approved by Council on October 4th, 2022
- Ordinance No. 2022-26 amended all Commercial Zones in the City.
- The language prohibiting tattoo shops reads as follows:

LAND USE	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones

Current Status of Body Art Facilities

- Sexually Oriented Businesses are only permitted in the *I-2 Industrial Zone*
- SOB's are subject to Chapter 18.108 Conditional Uses, Section 18.45.060 Additional Standards & 5.40 Sexually Oriented Businesses
- Chapter 5.40 Sexually Oriented Businesses has a specific list of SOB's and reads as follows:

A. Businesses subject to sexually oriented business licensing are classified as follow:

1. adult arcades;
2. adult bookstores, adult novelty stores, or adult video stores;
3. adult cabarets;
4. adult motion picture theaters;
5. adult theaters;
6. nude model studios;
7. sexual encounter centers; and
8. any combination of classifications set forth in paragraphs (a) through (g) above, each of which shall be separately licensed.



Definitions

- Heber City currently lacks any definition of “tattoo”
- The dictionary defines tattooing or tattoo as *“mark (a person or a part of the body) with an indelible design by inserting pigment into punctures in the skin.”*

LAND USE	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones

Staff recommends the Council adjust the definition of tattooing in the Municipal Code

State Code

Body Art Facilities are primarily regulated by the health department and defined as follows in *H.B 403 Body Art Amendments:*

(6) "Body art facility" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) branding;
- (c) permanent cosmetics;
- (d) scarification; or
- (e) tattooing.

(14) "Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

(17) (a) "Permanent cosmetics" means a permanent or semi-permanent tattoo:

- (i) to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or areola repigmentation;

State Code

Health Code Regulations

- This is a heavily regulated industry
- City Code can require that all Tattoo Artists must be licensed by all appropriate agencies and require those licenses at the time the business license is requested.

Examples From Other Cities

Payson City

- Allowed under “Personal Services”
- Personal Services are permitted in General Commercial Zones, Highway Commercial, and Downtown Commercial

Provo City

- Generally prohibited, undergoing code rewrite that will likely result in Body Art Facilities being permitted under Personal Services in commercial zones.

Lehi City

- Body Art Facilities permitted as a part of an approved personal services business.
- Body Art may not compromise more than ten percent of the total business and the Body Art Facility must be located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut.

Midway City

- Prohibited in all zones.

Needed Changes

- Updated definitions
- Designate approved Zones for Body Art Facilities

Proposed Changes

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

But does not include:

- (a) Branding; or
- (b) (b) Scarification

"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

"Permanent cosmetics" means a permanent or semi-permanent tattoo: to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation;

18.08.041 Body Art Facilities

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"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

"Permanent cosmetics" means a permanent or semi-permanent tattoo: to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation;

18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

Proposed Changes

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

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- (b) permanent cosmetics;
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18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo , massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

I-1 Industrial

I-2 Industrial

Business/
Medical
Park

Commercial
Zones

18.44.020 Permitted Primary Uses

Land Uses	I-1	Limitations
Body Art Facilities	P	

18.45.020 Land Use Regulations

Land Uses	Permit Type	Limitations
Body Art Facilities	P	

18.46.030 Permitted and Conditional Uses

Land Use	BMP	Limitations
Body Art Facilities	P	

Comparable Uses

Commercial Zones

- *Retail Shops/Services*
- *Professional offices, Business
Medical/Dental/Optical
Office/Clinics and
Laboratories*

I-1 Industrial

- *Retail Commercial Uses
and Cafes*

I-2 Industrial

- *Retail Commercial Uses
and Cafes*

Business & Medical Park

- *Office, business, medical,
professional or research*
- *Personal Care Services*

Conclusion

- Staff recommends approval based on the findings outlined here:
 1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
 2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
 3. The Planning Commission has held a public hearing and forwarded on a positive recommendation.



Body Art Facilities

Work Meeting

Date 6/3/2025



ORDINANCE NO. 2025-05

AN ORDINANCE ADOPTING REGULATIONS FOR BODY ART FACILITES, FOR HEBER CITY.

WHEREAS, Heber City desires to ensure its land use regulations are consistent with evolving business practices and community needs; and

WHEREAS, City staff identified that body art facilities are currently prohibited in all zones within Heber City; and

WHEREAS, the City Attorney has recommended an amendment to the Heber City Municipal Code to address this prohibition; and

WHEREAS, the proposed amendment would permit body art facilities as a permitted use in all Commercial Zones, Industrial Zones and the Medical/Business Park Zone; and

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Sections, 18.28.030 COMMERCIAL ZONES, 18.44.020 I-1 INDUSTRIAL ZONE, 18.45.020 I-2 INDUSTRIAL ZONE and 18.46.030 BUSINESS/MEDICAL PARK ZONE are **AMENDED** and Section 18.08.041 BODY ART FACILITIES is **ADOPTED** as set forth in Exhibit A, attached hereto and incorporated herein.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, and (c) a short summary of it has been published in the Wasatch Wave or a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City but not prior to the _____ day of _____, 2025.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2025, by the following vote:

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

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

DRAFT

Exhibit A

DRYTEXT

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

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18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

18.44.020 Permitted Primary Uses

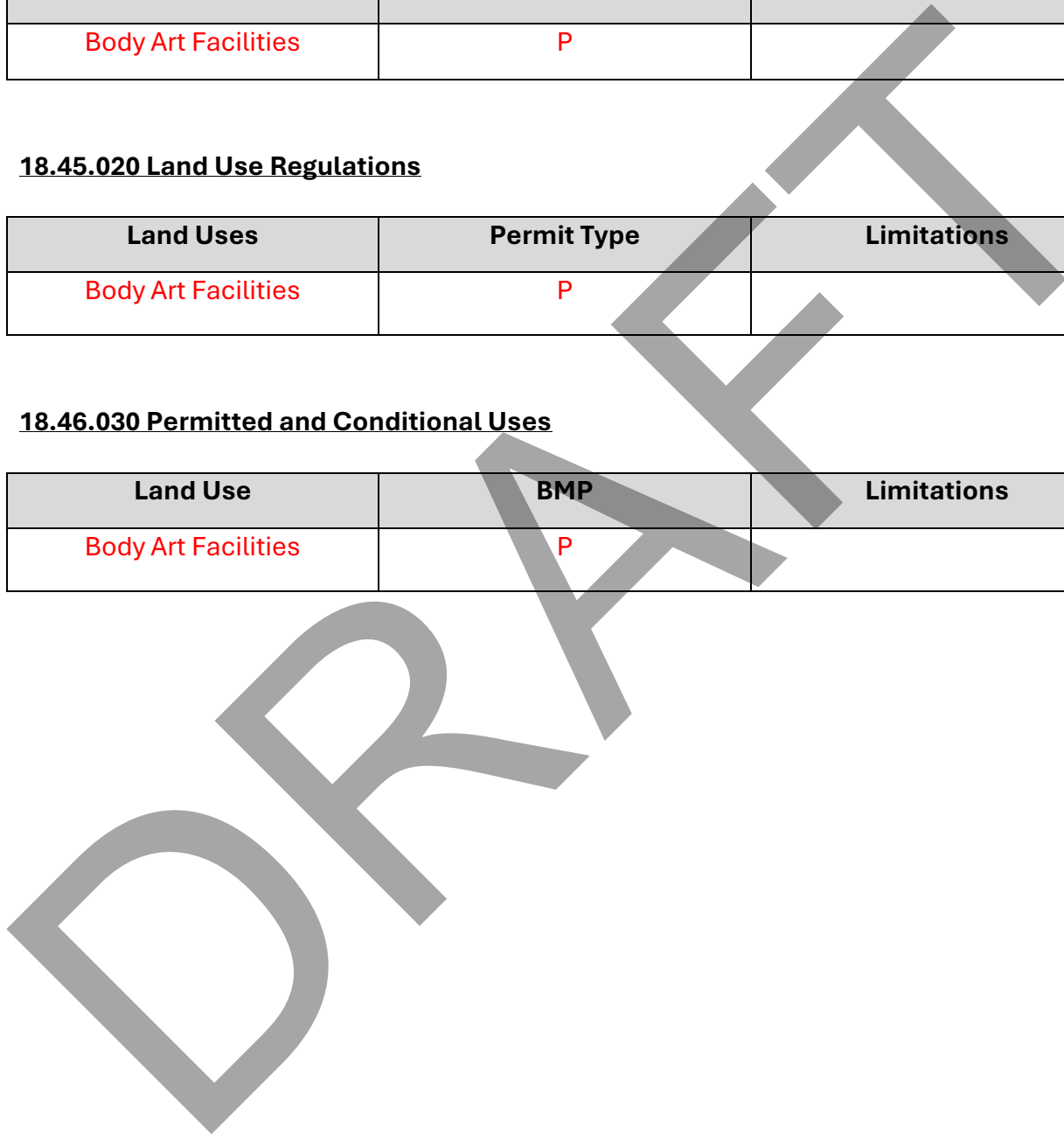
Land Uses	I-1	Limitations
Body Art Facilities	P	

18.45.020 Land Use Regulations

Land Uses	Permit Type	Limitations
Body Art Facilities	P	

18.46.030 Permitted and Conditional Uses

Land Use	BMP	Limitations
Body Art Facilities	P	

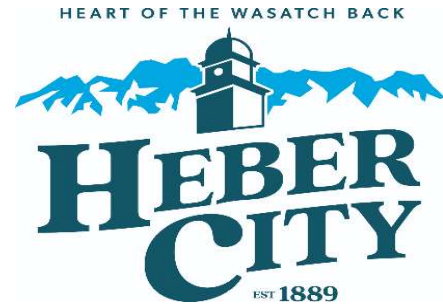


HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 6/3/2025

SUBJECT: Mayor's Award nominated by citizen,

Jocelyne Figueroa



RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

RECOMMENDATION

Mayor is nominating Stephen LaFay, James Pedersen, Brandon Healey, Brayden Luke for rescuing ducklings caught in storm drain. These Public Works employees were nominated by citizen, Jocelyne Figueroa for their work.

Nomination:

From: Heber Valley Dental <hebervalleydental@gmail.com>

Sent: Thursday, May 8, 2025 11:17 AM

Hi Mayor Franco,

I just wanted to take the time to give a shout out to the public works sewer department crew for being awesome, caring and efficient when called upon!

There was an incident earlier this week that involved a momma duck and 10 of her little ducklings who got stuck in a storm drain outside of our dental office. A patient mentioned it to me and the first thing I did was give the emergency line a ring to let them know and ... (Trina) who sent out the team fairly quickly. The storm drain crew arrived, got their gear and one of them jumped into the drain (Stephen LaFay) to start fishing out the little ducklings who were fighting for their lives trying to stay afloat on a cold, rainy day. The results weren't great and out of the ten only 1 survived, but that one survived because these guys actually cared enough to jump into a drain and try their very best to warm them up and get mom to try and come back to her babies. The one survivor was taken to tractor supply and rescued by one of their employees who has a few baby chicks at her house and he is doing great with his new little family. I've attached two pictures below!

I am not sure if we have any say as to who gets this award but if we do have some influence then my team and I highly recommend them to be the ones to receive it!

Thank you for your time.

Jocelyne V. Figueroa

Practice Manager



From Matthew Kennard, Director of Public Works:

“Mayor—

The Storm Drain team that worked on this rescue are:

- Stephen Lafay
- James Pedersen
- Brandon Healey
- Brayden Luke

Stephen was the most involved, including climbing into the storm drain itself, to rescue the live ducklings and recover those that we were too late to help

It was heartbreaking, and we worked hard to warm-up the little ducklings. Losing so many was hard, but I’m grateful that one survived.

Thank you for recognizing their hard work and big hearts!”



Heber City Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Mayor's Award for Winners of the Heavy Equipment (Backhoe) Rodeo
RESPONSIBLE: Heidi Franco, Matthew Kennard
DEPARTMENT: City Council
STRATEGIC RELEVANCE:

SUMMARY

Winners taking first place in the Heavy Equipment Rodeo for the following events:

1. Trackhoe Rodeo: Kody Giles
2. Backhoe Rodeo: Kody Giles
3. Team Heavy Equipment Rodeo: Cristian Payan, Justin Motley, and Kody Giles

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: City Council
Staff member: Heidi Franco, Mayor
Matthew Kennard, Public Works Director

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE:	6/3/2025
SUBJECT:	Public Hearing on FY 2026 Tentative Budget
RESPONSIBLE:	Sara Nagel
DEPARTMENT:	Finance
STRATEGIC RELEVANCE:	Communication and Transparency

SUMMARY

After the City Council meeting on [May 6, 2025](#), Staff updated certain line items based on the feedback from the discussion over the tentative budget. Staff is presenting an updated tentative budget for the Council's consideration. The budget can be viewed online at <https://city-heber-ut-budget-book.cleargov.com/20120>

RECOMMENDATION

Staff recommends that the Council hold a public hearing to allow the public to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the tentative budget of any fund.

BACKGROUND

On [May 6, 2025](#), the Council held the second of two budget workshops to discuss the FY2026 budget. During the workshop, the Council agreed on the following budget items:

- Continue with the TAP Tax allocation: 10% Grants, 25% Trails Maintenance and 65% Park Projects and Infrastructure
- Approve Two Additional FTE: Office and Storm Water Lead
- Transition to a city-wide 9-step wage schedule
- Transition to PEHP including an automatic year two renewal of 7.2%
- Modify the Safety Incentive Bonus to \$500/year for qualifying employees
- Proceed with Capital Improvement Plan
- Increase Business License Fees by the Mountain Plains February CPI of 2.8%

- Remove the Heber Light and Power \$250,000 dividend for FY 2025 and FY 2026.

Subsequently, Staff adjusted the related budget items in the tentative budget. Additionally, Staff made adjustments to correct immaterial errors and improve cost allocations in the personnel budget.

DISCUSSION

This public hearing satisfies the statutory requirement under Utah Code §10-6-114 for municipalities to allow public input on the tentative budget before its final adoption. The updated tentative budget incorporates the following key refinements:

- **Revenue Adjustments:** The removal of the \$250,000 Heber Light & Power dividend impacts the General Fund revenue projection. Staff anticipates using General Fund Surplus, as needed, to maintain fund balance targets.
- **Expenditure Adjustments:** Staff refined personnel budgets to reflect the implementation of the 9-step wage schedule and align benefits to the PEHP transition. Additionally, the budget reflects the reduction of the Safety Incentive Bonus to \$500/year for qualifying employees.
- **Policy Implementation:** Modified business license fee rates and updated safety bonus policy are all embedded in the proposed budget.
- **Capital Improvements:** The proposed capital projects for FY 2026 remain aligned with prior Council direction, and the budget reflects realistic cost projections and phasing.

After the conclusion of the public hearing, the governing body may continue to review any tentative budget and may insert such new items or may increase or decrease items of expenditure that were the proper subject of consideration at the public hearing.

A separate public hearing for the Consolidated Fee Schedule will be held on June 17, 2025, allowing for specific discussion on changes to rates, fees, and charges not directly included in the general budget.

Staff is prepared to answer any questions regarding the budget structure, assumptions, or individual line items. Input from the public and the Council will be used to finalize the FY 2026 Budget for formal adoption later in June.

FISCAL IMPACT

Fiscal impact can be reviewed in the attached tentative budget.

CONCLUSION

The public hearing provides an opportunity for residents and stakeholders to comment on Heber City's Proposed FY 2026 Budget. Following the hearing, Staff will incorporate any final changes based on Council direction and prepare the final budget for adoption in accordance with State law.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Public Hearing on Proposed Budget FY26

HEART OF THE WASATCH BACK



Public Hearing for the Heber City FY 2026 Proposed Budget

June 3, 2025

Budget Process Snapshot

1. January: Council held a two-day strategic retreat.
2. January: City Manager and Finance Director prepared revenue projections.
3. January: Departments began work on operating and capital budgets.
4. February: Departments submitted personnel requests.
5. March: Departments submitted their operating and capital budgets.
6. March: City Manager and Finance Director conducting budget interviews with each Department Director.
7. April: City Manager and Finance Director submitted a tentative budget to City Council.
8. April/May: Council held two budget workshops.
9. May 6: Council held the 1st public hearing and tentatively adopted the tentative budget.
10. June 3: Council is holding the 2nd public hearing for the proposed budget.
11. June 17: Council will adopt the proposed budget (assuming no TNT).

Key Budget Decisions

- Continue with the TAP Tax allocation: 10% Grants, 25% Trails Maintenance and 65% Park Projects and Infrastructure
- Approve Two Additional FTE: Office and Storm Water Lead
- Transition to a city-wide 9-step wage schedule
- Transition to PEHP including an automatic year two renewal of 7.2%
- Modify the Safety Incentive Bonus to \$500/year for qualifying employees
- Proceed with Capital Improvement Plan
- Increase Business License Fees by the Mountain Plains February CPI of 2.8%
- Implement Zions Bank recommended utility rate increases
- Remove the Heber Light and Power \$250,000 dividend for FY 2025 and FY 2026
- No Property Tax increase in FY 26

Zions Bank Utility Rate Increase Recommendations

TABLE 1: RECOMMENDED ANNUAL PERCENT CHANGE IN BASE & USER RATES ACROSS FUNDS

Recommended Annual Percent Change in Base & User Rates Across Funds						
Fund	2024	2025	2026	2027	2028	2029
Water Fund	0%	12%	12%	12%	12%	10%
Storm Water Fund	0%	7%	8%	9%	9%	9%
Sewer Fund	0%	10%	9%	8%	7%	0%
Pressurized Irrigation Fund	0%	5%	5%	0%	0%	0%

SOURCE: ZPFI. AS OF MAY 2024.

Enterprise Fund budgets reflect the schedule utility rate increases. Rate increases go into effect annually on August 1.

General Fund Budget Summary

General Fund Comprehensive Summary

Name	FY2023 Actuals	FY2024 Actuals	FY2025 Budgeted	FY2025 Projected	FY2026 Budgeted
Beginning Fund Balance:	\$5,538,358	\$6,056,845	\$7,058,448	\$7,058,448	\$6,808,448
Revenues	\$16,367,839	\$16,021,404	\$15,668,238	\$16,740,831	\$17,677,332
Expenditures	\$15,823,642	\$15,037,564	\$15,668,238	\$16,990,831	\$17,931,363
Total Revenues Less Expenditures:	\$544,197	\$983,840	\$0	-\$250,000	-\$254,031
Ending Fund Balance:	\$6,082,555	\$7,040,685	\$7,058,448	\$6,808,448	\$6,554,417

General Fund Revenue Summary

Name	FY2023 Actuals	FY2024 Actuals	FY2025 Budgeted	FY2025 Projected	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (% Change)
Revenue Source						
Property Taxes	\$2,393,092	\$2,936,195	\$3,504,783	\$3,488,217	\$4,059,134	15.8%
Sales Tax	\$6,452,700	\$6,603,897	\$7,055,534	\$6,961,211	\$7,260,542	2.9%
Franchise Tax	\$1,385,399	\$1,434,573	\$1,285,659	\$1,285,659	\$1,506,301	17.2%
Other Taxes	\$207,957	\$787,023	\$715,000	\$140,000	\$150,000	-79%
Licenses and Permits	\$1,782,232	\$1,919,583	\$1,282,695	\$2,059,381	\$1,384,395	7.9%
Charges for Services	\$269,467	\$267,356	\$271,500	\$505,250	\$1,146,100	322.1%
Intergovernmental	\$422,484	\$636,965	\$418,828	\$834,502	\$968,460	131.2%
Fines & Forfeitures	\$395,624	\$454,240	\$301,000	\$529,300	\$400,300	33%
Interest	\$1,723,409	\$568,744	\$414,369	\$600,000	\$500,000	20.7%
Other Revenues	\$264,460	\$353,136	\$418,870	\$337,311	\$302,100	-27.9%
Allocated Operational Costs & Contributions	\$78,374	\$3,884	\$0	\$0	\$0	0%
Allocated Operational Costs & Contributions from Surplus	\$992,641	\$55,808	\$0	\$0	\$0	0%
Total Revenue Source:	\$16,367,839	\$16,021,404	\$15,668,238	\$16,740,831	\$17,677,332	12.8%

General Fund Department Summary

Name	FY2023 Actuals	FY2024 Actuals	FY2025 Budgeted	FY2025 Projected	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (% Change)
Judicial	\$322,024	\$383,669	\$392,027	\$403,909	\$411,106	4.9%
Administrative	\$1,698,035	\$1,047,190	\$1,105,627	\$1,347,955	\$1,378,430	24.7%
General Government Buildings	\$197,363	\$272,273	\$224,695	\$276,639	\$245,233	9.1%
Attorney	\$251,895	\$233,797	\$217,647	\$220,050	\$208,574	-4.2%
Human Resources	\$0	\$143,763	\$186,550	\$158,888	\$124,435	-33.3%
Information Technology	\$0	\$168,237	\$322,220	\$394,319	\$445,934	38.4%
Engineering	\$739,595	\$391,673	\$352,695	\$324,980	\$332,017	-5.9%
Building Department	\$1,015,285	\$1,166,576	\$1,145,464	\$1,233,175	\$1,424,080	24.3%
Planning Department	\$743,591	\$646,075	\$792,131	\$746,857	\$908,063	14.6%
Police Department	\$5,092,801	\$6,194,169	\$6,298,307	\$7,203,675	\$6,995,711	11.1%
Animal Control	\$371,338	\$384,616	\$414,226	\$393,612	\$429,019	3.6%
Midway Police Services	\$0	\$0	\$0	\$309,982	\$444,272	N/A
Roads	\$1,453,836	\$1,523,513	\$1,604,264	\$1,636,842	\$1,653,836	3.1%
Parks	\$524,288	\$726,253	\$814,823	\$908,730	\$889,536	9.2%
Trails, Arts and Parks Tax	\$0	\$284,288	\$600,000	\$0	\$0	-100%
Cemetery	\$485,332	\$551,445	\$750,914	\$740,320	\$680,397	-9.4%
Debt Service	\$17,244	\$87,654	\$0	\$0	\$0	0%
Transfers	\$2,568,630	\$477,470	\$200,532	\$394,470	\$1,082,490	439.8%
Total Expenditures:	\$15,823,642	\$15,037,564	\$15,668,238	\$16,990,831	\$17,931,363	14.4%

All Funds Budget Summary

Expenditures by Fund Type

Name	FY2023 Actuals	FY2024 Actuals	FY2025 Budgeted	FY2025 Projected	FY2026 Budgeted	FY2025 Budgeted vs. FY2026 Budgeted (% Change)
General Fund	\$15,823,642	\$15,037,564	\$15,668,238	\$16,990,831	\$17,931,363	14.4%
Airport Special Service Fund	\$678,392	\$786,344	\$985,924	\$807,667	\$950,611	-3.6%
Covid 19 Fund	\$4,228,324	\$0	\$0	\$792,806	\$0	0%
Debt Service Fund	\$877,286	\$1,291,334	\$1,301,819	\$1,301,819	\$1,290,608	-0.9%
Capital Improvement Fund - Airport	\$297,092	\$46,273	\$1,718,640	\$6,926,018	\$7,116,124	314.1%
Capital Improvement Fund	\$258,991	\$1,600,913	\$4,485,000	\$8,937,588	\$598,697	-86.7%
Impact Fee Fund - Public Safety	\$60,000	\$128,238	\$128,238	\$255,000	\$165,000	28.7%
Impact Fee Funds - Streets	\$2,086,330	\$2,870,741	\$2,324,658	\$1,765,058	\$3,330,377	43.3%
Impact Fee Fund - Parks	\$265,422	\$1,512,908	\$4,746,000	\$5,949,524	\$1,794,227	-62.2%
Capital Improvement Fund - Transportation Tax	\$2,263,165	\$7,636,984	\$1,433,392	\$4,121,231	\$2,863,542	99.8%
Capital Improvement Fund - Class C Raod	\$542,319	\$665,000	\$816,000	\$2,489,000	\$665,000	-18.5%
North Village Storm Water Impact Fee Fund	\$0	\$0	\$0	\$0	\$1,957,666	N/A
CRA 2020 Fund	\$0	\$0	\$20,000	\$20,000	\$40,000	100%
Culinary Water Operating Fund	\$10,507,583	\$3,629,281	\$4,471,169	\$3,028,446	\$6,578,596	47.1%
Culinary Water Impact Fee Fund	\$53,492	\$16,154	\$306,752	\$2,838,273	\$2,067,281	573.9%
Culinary Water Capital Fund	\$0	-\$2,418	\$4,036,880	\$2,719,880	\$5,796,000	43.6%
Sewer Water Operating Fund	\$10,772,287	\$4,456,867	\$4,520,068	\$4,889,603	\$10,511,925	132.6%
Sewer Water Impact Fee Fund	\$34,923	\$12,447	\$658,664	\$419,389	\$2,961,839	349.7%
Sewer Water Capital Fund	\$19,658	-\$2,794	\$5,450,600	\$2,892,855	\$8,825,000	61.9%
Storm Water Operating Fund	\$732,961	\$869,056	\$1,164,708	\$1,072,501	\$1,393,764	19.7%
Stormdrain Capital Fund	\$6,949	\$2,775	\$269,200	\$319,200	\$5,000	-98.1%
Pressurized Irrigation Operating Fund	\$3,534,509	\$1,001,793	\$4,242,205	\$4,310,904	\$4,480,559	5.6%
Pressurized Irrigation Impact Fee Fund	\$23,907	\$3,933	\$430,077	\$794,908	\$381,597	-11.3%
Pressurized Irrigation Capital Fund	\$0	-\$4,592	\$7,157,720	\$4,113,720	\$4,082,999	-4.3%
Internal Service Fund	\$327,241	\$580,653	\$2,359,995	\$2,532,440	\$2,447,402	3.7%
Perpetual Care Fund	\$0	\$0	\$0	\$800,000	\$0	0%
Total:	\$53,394,473	\$42,139,454	\$68,695,948	\$81,088,661	\$88,235,176	28.4%

City-Wide Capital Improvement Plan

	Grand Total
Projected Beginning Fund Balances	42,902,209.00
Total Projected Revenue	34,162,488.00
Total Operating Expenses	(9,316,565.94)
Total Available Funds	67,748,131.06
Total CIP Requests	(45,281,607.00)
Operating Reserve	(1,648,245.50)
Interfund Transfers	(50,000.00)
Debt Service	(3,782,297.50)
Projected Ending Fund Balance, net	7,268,574.00
Fleet & Equipment	
	1,241,622.00
General Government Projects	
	219,000.00
Heber Valley Airport	
	7,116,124.00
Parks, Cemetery and Trails	
	3,364,227.00
Pressurized Irrigation	
	5,891,300.00
Storm Water	
	1,957,666.00
Transportation	
	7,322,208.00
Sewer	
	11,760,750.00
Water	
	6,408,710.00
Capital Improvement Program Total	45,281,607.00

Proposed Project Deferral List

- Fund 42: Dark Skies – \$25,000
- Police: Gym Equipment – \$2,500
- Police: Drone Program – \$19,492
- Police: Enclosed Equipment Trailer – \$6,000
- Parks & Cemetery: Bobcat Toolcat (GF Equipment Charge Only) – \$8,491
- Parks: Benches and Trash Bins – \$8,000
- Parks: Playground Woodchips – \$7,000
- Parks: Holiday Lighting – \$23,000
- Planning: Annual Council & Planning Commission Tour – \$20,000
- Planning: Code Updates – \$60,000
- Planning: General Plan Updates – \$30,000
- IT: Council Room Monitors – \$4,000



Heber City Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater and Pressurized Irrigation Funds
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Public Hearing

SUMMARY

When Heber City’s enterprise funds (Culinary Water, Sewer, Storm Water and Pressurized Irrigation) provide free services to the General Fund, it constitutes a nonmonetary transfer of services and is subject to public notice and hearing requirements stated in section 10-6-135.5 of the Utah State Code.

RECOMMENDATION

Hold a public hearing to allow the public to express support or opposition to the practice and then vote to continue the practice of providing unbilled utility services to the General Fund.

BACKGROUND

Since at least 2017, Heber City has held the practice of providing unbilled utility services to the General Fund.

DISCUSSION

Providing unbilled utility services to the General Fund may be both feasible and prudent.

- Each of the four utility funds is financially self-sufficient and sustainable without relying on taxpayer money from the General Fund.
- The City's General Fund remains available for other critical services like public safety and infrastructure.

Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

FISCAL IMPACT

- Culinary Water to 9 buildings and 19 city-owned properties/meters: \$44,038
- Pressurized Irrigation for 10 city-owned properties: \$44,182
- Sewer to 8 city-owned buildings: \$4,673
- Storm Water Fees for city-owned properties: \$6,043

CONCLUSION

Providing unbilled utility services to the General Fund is immaterial to each of the four water funds, and allows the General Funds to be used for critical services like public safety and infrastructure. As such, Staff requests that Council approve the continuation of the practice of providing unbilled utility services to the General Fund.

ALTERNATIVES

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: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. FY 26 Unbilled Services

 75 N Main Street
Heber City, UT 84032

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

 heberut.gov

HEART OF THE WASATCH BACK



Public Hearing on Unbilled Services

June 3, 2025

Public Hearing Requirements

When Heber City's enterprise funds (Culinary Water, Sewer, Storm Water and Pressurized Irrigation) provide free services to the General Fund, it constitutes a non-monetary transfer of services and is subject to public notice and hearing requirements stated in section 10-6-135.5 of the Utah State Code.

HEBER CITY COUNCIL PUBLIC HEARING NOTICE UNBILLED SERVICES

Notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, June 3, 2025, at 6:00 p.m. in the Heber City Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to receive public input regarding Heber City's Annual Unbilled Utility Services in the General Fund. Public comment is welcome and may be delivered in person, virtually via the link found on the City website <https://www.heberut.gov/256/Agendas-and-Minutes>, or email CCPublic@heberut.gov.

Free Services Provided to the General Fund

- Culinary Water to 9 buildings and 19 City owned properties/meters:
Value \$44,038
- Pressurized Irrigation to 10 City owned properties:
Value \$44,182
- Sewer to 8 City owned buildings:
Value \$4,673
- Storm Water Fees for 9 City properties:
Value \$6,043

PUBLIC HEARING

- Allow the public to express support or opposition to the practice.
- Determine if the City Council wants to continue the practice.
- Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

Effective 5/1/2024

10-3-818 Salaries in municipalities -- Notice.

- (1) The elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing.
- (2)
 - (a) As used in this Subsection (2):
 - (i) "Compensation" means:
 - (A) salary, including salary paid under a contract;
 - (B) a budgeted bonus or budgeted incentive pay;
 - (C) a vehicle allowance; and
 - (D) deferred salary.
 - (ii) "Compensation increase" means an increase in any item of compensation listed in Subsection (2)(a)(i).
 - (iii) "Executive municipal officer" means:
 - (A) the city or town manager or chief administrative officer;
 - (B) the assistant city or town manager or assistant city or town chief administrative officer;
 - (C) the city or town attorney;
 - (D) an individual who is the head or chief of a city or town department or division; or
 - (E) an individual who is the chief assistant or deputy of an individual described in Subsection (2)(a)(iii)(D).
 - (b) Before a governing body may adopt a final budget or a final amended budget that includes a compensation increase for an executive municipal officer, the governing body shall:
 - (i) hold a public hearing on the compensation increase; and
 - (ii) publish notice of the time, place, and purpose of the public hearing:
 - (A) for at least seven days before the date of the public hearing; and
 - (B) as a class A notice under Section 63G-30-102.
 - (c) A public hearing under Subsection (2)(b)(i):
 - (i) shall be held separate from any other public hearing; and
 - (ii) may be held the same day as another public hearing, including immediately before or after the other public hearing.

Amended by Chapter 475, 2024 General Session

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEBER CITY, UTAH ADOPTING
COMPENSATION FOR THE ELECTED AND STATUTORY OFFICERS FOR FISCAL YEAR 2025-
2026

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91; and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding City elected and Statutory Officers required to devote considerable time and expense to public service and community affairs; and

WHEREAS, the public hearing was duly advertised and held on June 3, 2025.

WHEREAS, the Heber City Council finds that enacting the proposed compensation increases as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the City of Heber City, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEBER CITY, UTAH, THAT:

SECTION I—COMPENSATION FOR ELECTED AND STATUTORY OFFICERS ADOPTED- All Statutory officers are eligible for all benefits available to regular Full Time Equivalent unless otherwise determined by the Mayor and City Council. The following salary levels are hereby adopted FY2025-2026.

Established Ordinance 2021-17	Wages	Vehicle Allowance	Cell Phone Allowance	Travel Allowance
Mayor	\$ 25,000.00	\$ 3,599.96	\$ 120.00	\$ 1,199.90
City Council Members	\$ 15,000.00	\$ 3,599.96	\$ 120.00	\$ 1,199.90

Statutory Officers as per Ordinance 2021-17			
City Manager	Wages \$187,947- \$250,000	COLA 2.8%	Vehicle Allowance \$9600
Chief of Police	Wages \$131,984- \$195,000	COLA 2.8%	Vehicle Allowance \$0
City Recorder	Wages \$69,949- \$103,346	COLA 2.8%	Vehicle Allowance \$0
City Treasurer	Wages \$61,209- \$90,434	COLA 2.8%	Vehicle Allowance \$0

SECTION II—AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Heber City theretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III-EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Heber City Council and following notice and publication as required by the Utah Code.

SECTION IV-SEVERABILITY

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.

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

APPROVED:

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

Annual Pay Rates	Min	Max	COLA 2.8%	Bilingual Bonus	Phone Allowance	Vehicle Allowance
City Manager	\$ 187,947.00	\$ 250,000.00	2.80%			\$ 9,600.00
Community Development Director	\$ 131,984.00	\$ 195,000.00	2.80%		\$ 480.00	
Public Works Director	\$ 142,136.00	\$ 210,000.00	2.80%			
Finance Director	\$ 120,288.00	\$ 177,721.00	2.80%			
City Prosecutor/Assistant City Manager	\$ 118,305.00	\$ 168,444.00	2.80%	\$ 2,400.00		
Planning Manager	\$ 102,099.00	\$ 150,847.00	2.80%		\$ 480.00	
Airport Manager	\$ 84,800.00	\$ 125,288.00	2.80%	\$ 2,400.00		
Human Resource Manager	\$ 81,130.00	\$ 119,866.00	2.80%			
IT Administrator	\$ 73,721.00	\$ 108,920.00	2.80%			\$ 4,800.00
City Recorder	\$ 69,949.00	\$ 103,346.00	2.80%		\$ 480.00	
City Treasurer	\$ 61,209.00	\$ 90,434.00	2.80%		\$ 480.00	
Chief Building Official	\$ 114,973.00	\$ 169,868.00	2.80%			
Chief of Police	\$ 131,984.00	\$ 195,000.00	2.80%			
Deputy Chief of Police	\$ 103,248.00	\$ 152,688.00	2.80%			
City Engineer	\$ 120,726.00	\$ 181,098.00	2.80%			\$ 9,600.00
Judge Administration of the Courts 78A-7-206 of UT Court Judges	\$ 78,928.98		2.80%			
<p>Secretary, Clerks, the Auditor, the Recorder, City Manager, Treasurer, Recorder, and Chief of Police. These employees receive merit and COLA increases annually based on city-wide increases for non-statutory employees. The City Council annually evaluates the City Manager, Chief of Police and City Attorney for any merit increases.</p>						



Heber City Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Public Hearing for Approval of Ordinance 2025-10, Red Rock Annexation
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Red Rock Holdings is requesting to Annex 31 acres of Industrial land into the City. The property is occupied by Delta Stone.

Policy Question:

1. Should the City approve the Red Rock Annexation?

RECOMMENDATION

The Planning Commission forwarded a positive recommendation. Staff is recommending approval with the findings and conditions in the conclusion.

BACKGROUND

The Red Rock Holdings is requesting to annex 31 acres of industrial land into Heber City. This property is currently occupied by Delta Stone. The property is bordered by Heber City and the Town of Daniel. Delta Stone is considering building a new office/admin building for their existing business near Daniels road.

Planning Commission Recommendation

The Planning Commission forwarded a positive recommendation on January 14, 2025 with the following findings and conditions:

Findings

1. The Annexation is within the Annexation Policy Boundary.
2. The Annexation meets the requirements of Utah State Code.
3. The Annexation is consistent with the General Plan.

Conditions

1. Zoning to be I-2 Industrial.
2. Upon development, a road connecting 390 W to Daniels Road
3. Dedicate the Daniels Road Right of Way
4. Upgrade Daniels Road to a Major Collector
5. Applicant(s) and any successors shall comply with all City policies, processes, ordinances, standards, and specifications.
6. All Master Planned infrastructure elements on or adjoining the property shall be designed and installed by the applicant.
7. All City Engineer Requirements shall be met prior to any final development plans being approved.
8. All comments from the Comment Summary (attached) shall be met.
9. Wording on the road (390 W to Daniels Road) be worked out between the City and Property Owner.

Development Agreement

See attached MDA in Exhibit1

FISCAL IMPACT

N/A

CONCLUSION

Red Rock Holdings is seeking the annexation of 31 acres of industrial land. Staff and the applicant are seeking input from the City Council on the following items, in preparation of an annexation agreement and public hearing.

Discussion items

1. Term Sheet

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **approve Ordinance 2025-10, Red Rock Annexation** as presented, with the findings and conditions as presented in the conclusion of the staff report

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2025-10 Red Rock Annexation
2. Red Rock Annexation
3. 24005437 RED ROCK ANNEXATION PLAT
4. 3. Annexation Petition - Red Rock-signed
5. Red Rock Development Agreement for Packet - 4929-4339-4120 - 1

ORDINANCE NO. 2025-10

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE RED ROCK ANNEXATION
LOCATED AT APPROXIMATELY 2276 S DANIELS RD, HEBER CITY, WASATCH
COUNTY, STATE OF UTAH.

WHEREAS, The Red Rock Annexation is within the Heber City Annexation Policy Plan.

WHEREAS, The Red Rock Annexation furthers the Envision Heber 2050 General Plan, adopted
by Heber City.

BE IT ORDAINED by the City Council of Heber City, Utah, that the property known as the Red
Rock Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby
annexed into the City of Heber City and zoned as the I-2 Industrial Zone. The agreement
outlined in Exhibit B is hereby adopted as part of this ordinance.

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
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER Date: _____

Exhibit A

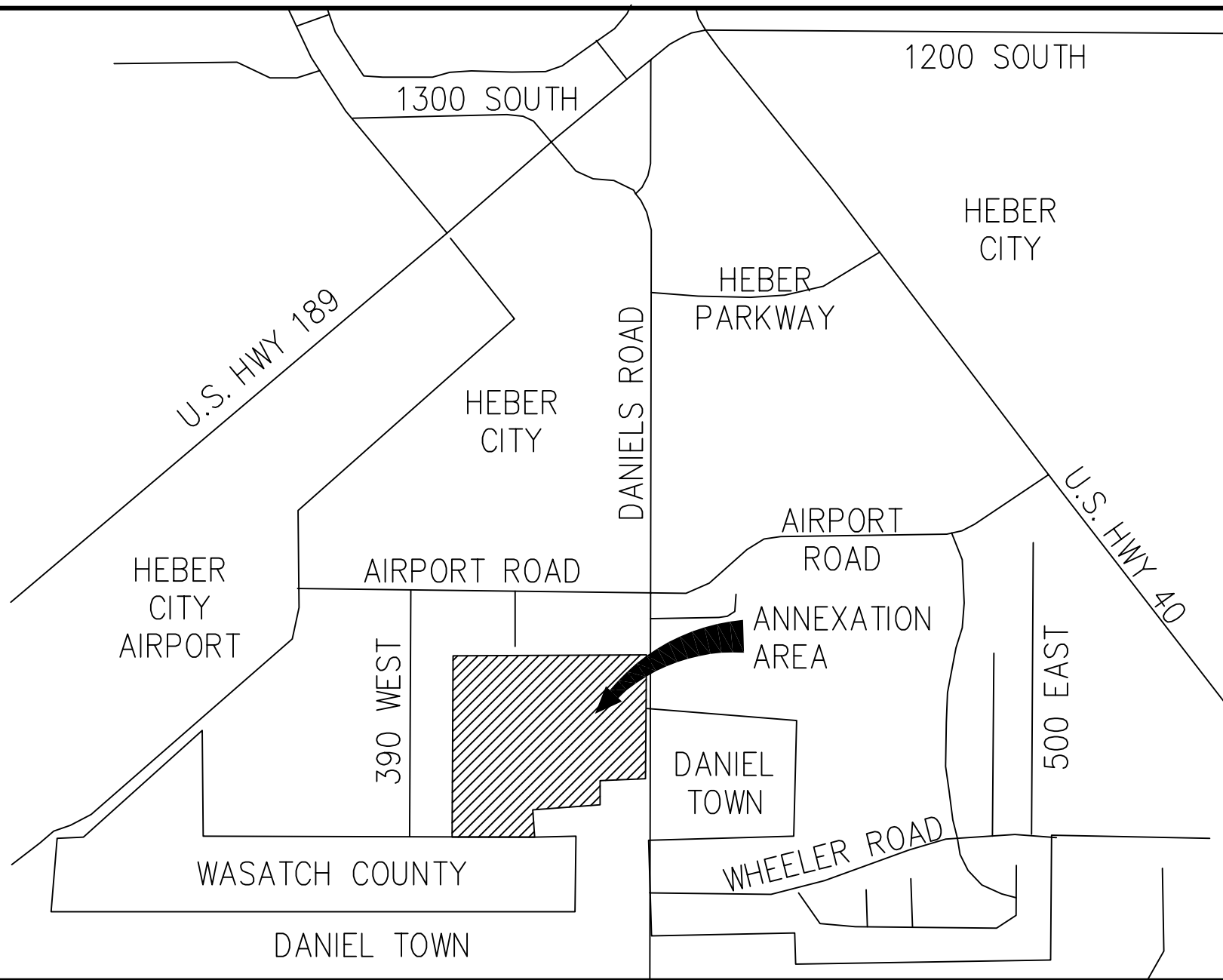
A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

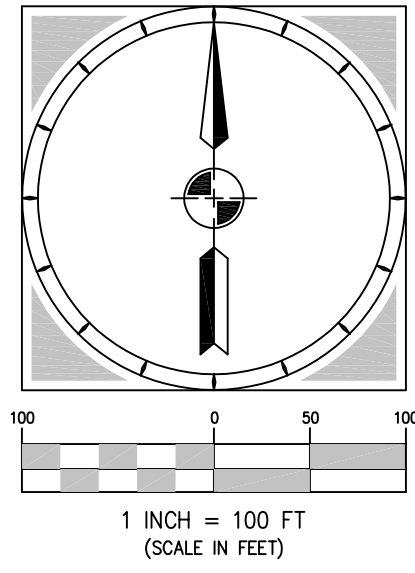
BEGINNING AT A POINT THAT LIES NORTH 00°06'01" WEST 1208.99 FEET AND WEST 31.57 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE MAYERS ANNEXATION (ENTRY NO. 320526) (BASIS OF BEARINGS OF THIS DESCRIPTION BEING NORTH 00°06'01" WEST BETWEEN THE SOUTHEAST CORNER AND THE EAST ONE-QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN);

THENCE ALONG THE BOUNDARY OF SAID MAYERS ANNEXATION THE FOLLOWING TWO (2) COURSES: (1) S00°01'25"E 354.98 FEET, (2) EAST 2.03 FEET TO THE WESTERLY BOUNDARY OF DANIEL TOWN ACCORDING TO THE TOWN OF DANIEL INCORPORATION PLAT (ENTRY NO. 298178); THENCE ALONG SAID DANIEL TOWN BOUNDARY THE FOLLOWING SIX (6) COURSES: (1) S00°06'03"E 486.23 FEET, (2) WEST 312.05 FEET, (3) S00°53'28"E 202.18 FEET, (4) N59°42'42"W 48.01 FEET, (5) S89°49'34"W 411.71 FEET, (6) S05°30'40"E 189.46 FEET; THENCE LEAVING SAID DANIEL TOWN BOUNDARY S89°41'38"W 545.59 FEET TO THE EASTERLY BOUNDARY OF THE DANIEL/AIRPORT ROAD ANNEXATION (ENTRY NO. 324808); THENCE ALONG SAID DANIEL/AIRPORT ROAD ANNEXATION BOUNDARY (ROTATED 00°00'07" COUNTER-CLOCKWISE ABOUT THE EAST QUARTER CORNER MONUMENT TO THIS BASIS OF BEARINGS) THE FOLLOWING TWO (2) COURSES; (1) N00°05'33"W 1202.43 FEET, (2) N89°34'44"E 1288.40 FEET TO THE POINT OF BEGINNING.

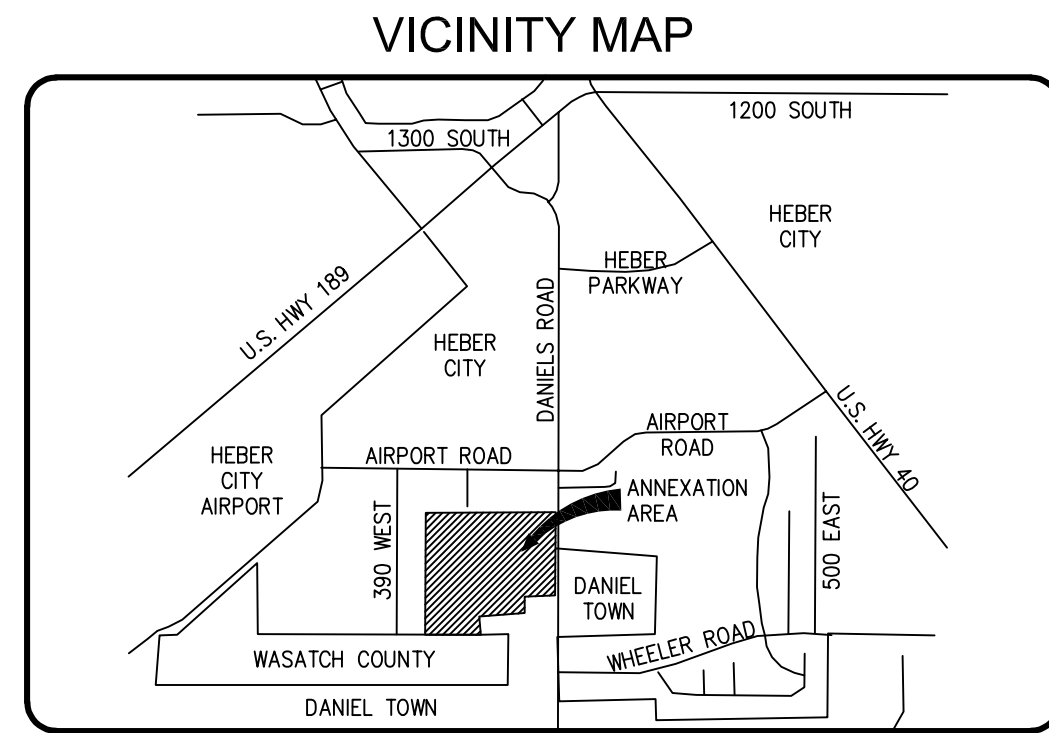
PARCELS (7) CONTAIN 31.13 ACRES.

Exhibit B

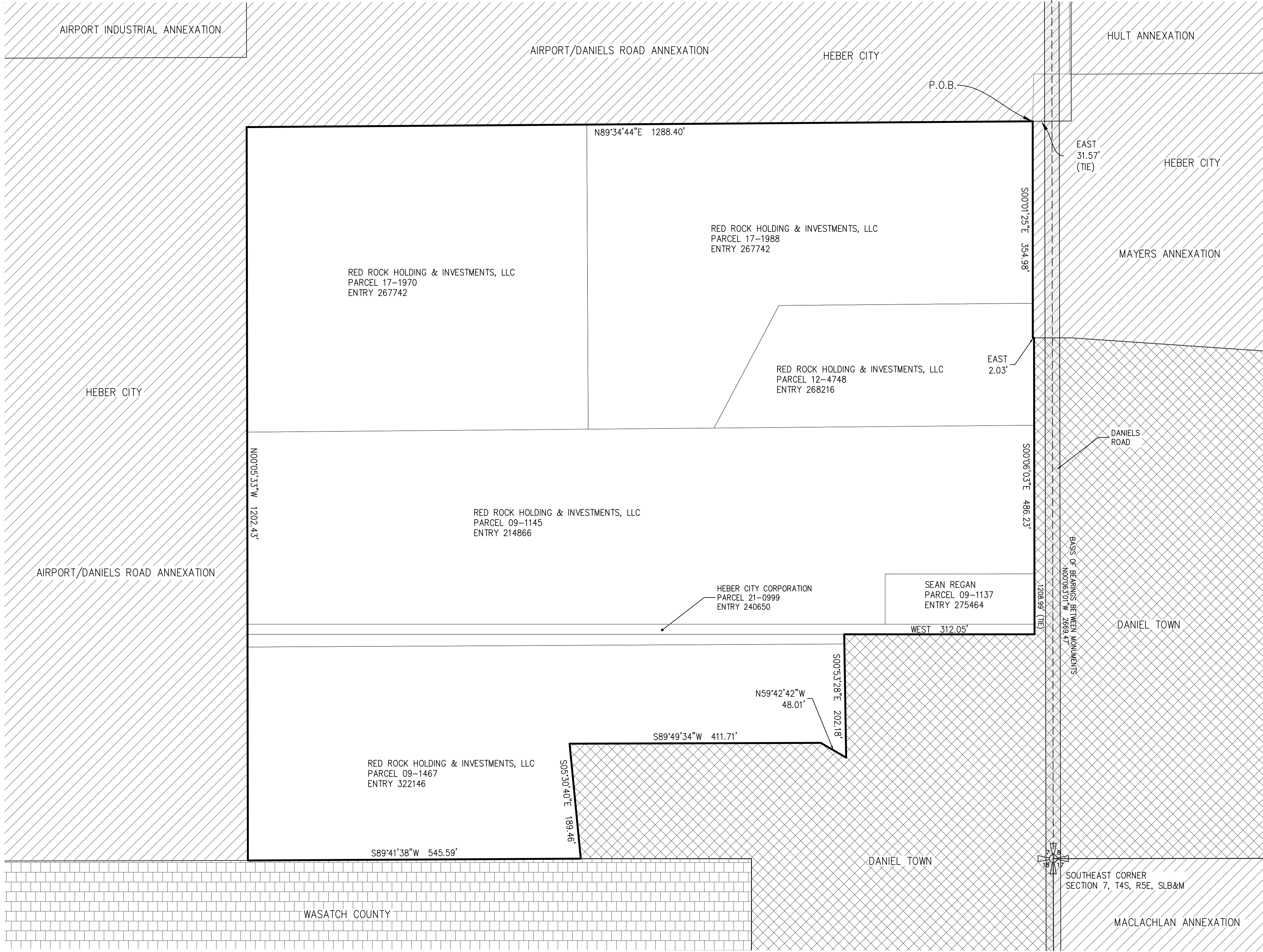




**RED ROCK ANNEXATION
HEBER CITY, UTAH**
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4
SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN



EAST ONE-QUARTER CORNER
SECTION 7, T4S, R5E, SLB&M



SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF RJ ENTERPRISES.
- THE LAND SURVEYED LIES WITHIN SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING JUNE 2024.
- THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 20, OF THE UTAH CODE.
- THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 0°06'01" WEST BETWEEN THE SOUTHEAST CORNER AND THE EAST ONE-QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATES, 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS _____ DAY OF _____, 20____.

MAYOR _____

CLERK-RECORDER _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING COMMISSION OF HEBER CITY.

CHAIRMAN, PLANNING COMMISSION _____

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

ROS # _____

COUNTY SURVEYOR _____

WASATCH COUNTY RECORDER

ENTRY # _____, DATE: _____, TIME: _____

FEE: _____, BOOK: _____, PAGE: _____, FOR: _____

BY _____ WASATCH COUNTY RECORDER MARY M. MURRAY

PROJECT 24005437	RED ROCK ANNEXATION HEBER CITY, UTAH LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN	LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M	DRAWN BY: SMT	 866.850.4200 www.atwell-group.com <small>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ASSURE ANY ITEM ON THIS DOCUMENT IN ANY WAY ANY LEGISLATION, RULE, ORDER, OR DECREE OF ANY COURT OF LAW TO VIOLE THE PROFESSIONAL LAND SURVEYOR'S OATH TO WITH THEIR SEAL AND THE NOTATION "ALTERED" BY FOLLOWING BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.</small>
SHEET 1 OF 1	WASATCH COUNTY, UTAH	REVIEWED BY: MPJ/BMB	ISSUE DATE 08/07/2024	



PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: Red Rock Annexation

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated:
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address: 2276 S Daniels Road, Heber City, UT 84032-4017
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).

7. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:	<u>31.132 AC.</u>	
b. Total private property acreage within annexation:	<u>30.643 AC.</u>	
c. Petitioner's acreage within annexation:	<u>30.178 AC.</u>	<u>96.9%</u>
		% of Total Private Area
d. Total Assessed Land Value within annexation:	<u>\$13,570,100</u>	
e. Petitioner's Assessed Land Value within annexation	<u>\$12,987,600</u>	<u>95.7%</u>
		% of Total Value

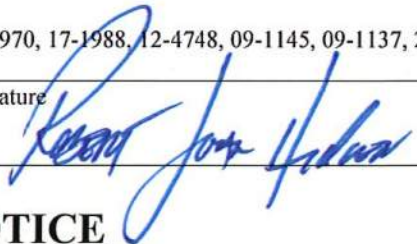
8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit E.
11. A vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit F.
12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit G. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

PETITION SIGNATURE PAGE 1

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Name of Annexation: Red Rock Annexation

Petitioner 1

Petitioner Name Red Rock Holdings & Investments, L.L.C.	Phone Number (435) 640-3688
Mailing Address 2276 S Daniels Road, Heber City, Utah 84032-4017	Email Address robert@utahstone.com
Parcel Numbers 17-1970, 17-1988, 12-4748, 09-1145, 09-1137, 21-0999, 09-14678	
Signature 	Date 8/14/24

NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

EXHIBIT A: ANNEXATION MAP

EXHIBIT B: PROPERTY DEEDS

Ent 267742, Bk 0675, Pg 0088-0090
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 JAN 30 12:27pm Fee 18.00 MWC
FOR MOUNTAIN VIEW TITLE & ESCROW

AFTER RECORDING MAIL TAX NOTICE TO:

GRANTEE
2976 S. DANIELS ROAD
HEBER CITY, UT 84632

QUIT-CLAIM DEED

RED ROCK HOLDINGS & INVESTMENTS, L.L.C. aka RED ROCK HOLDINGS & INVESTMENTS, L.L.C., a Utah Limited Liability Company, RED ROCK HOLDINGS, INC. and ROBERT JOHN HICKEN, *PAUL R. BALLIF*

PA RB grantor,
of Heber City, Wasatch County, Utah
hereby

QUIT-CLAIM to

RED ROCK HOLDINGS & INVESTMENTS, LLC

grantee

Of
for the sum of Ten and 00/100 *****DOLLARS
and other valuable consideration.

The following described tract of land in Wasatch County, State of Utah:

SEE ATTACHED EXHIBIT "A"

Tax I.D.: OWC-1587-0-007-045
OWC-1587-1-007-045
OKT-0001-0-007-045
OKT-0002-0-007-045

Subject to easements, restrictions and rights of way.

WITNESS the hand of said grantor(s), this 12th day of January 2004, A.D.

RED ROCK HOLDINGS & INVESTMENTS, L.L.C. aka RED ROCK HOLDINGS & INVESTMENTS, L.L.C., a Utah Limited Liability Company

By: *[Signature]*
Manager

RED ROCK HOLDINGS, INC.

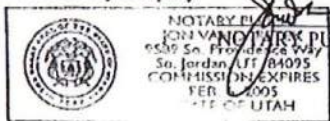
[Signature]
ROBERT JOHN HICKEN, President and individually

[Signature]
PAUL R. BALLIF

E 267742 B 0675 P 0089

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the ^{30th} ~~12th~~ day of January, A.D. 2004, personally appeared before me the above signed, Managers/Members, known to me to be a member or designated agent of the limited liability company that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath state that he or she is authorized to execute this instrument and in fact executed the instrument on behalf of the limited liability company.



STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the ^{30th} ~~12th~~ day of January, 2004, personally appeared before me Robert John Hicken, as President of Red Rock Holdings, Inc and Individually being the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.
PAUL R. BALLIF, INDIVIDUALLY

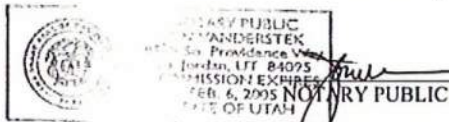


EXHIBIT "A"

PARCEL 1: BEGINNING 1955.25 FEET SOUTH FROM THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 264 FEET; THENCE SOUTH 82.50 FEET; THENCE WEST 1056 FEET; THENCE NORTH 350 FEET; THENCE EAST 1320 FEET; THENCE SOUTH 247.5 FEET TO THE POINT OF BEGINNING.

PARCEL 2: BEGINNING AT A POINT WHICH IS SOUTH 00 D 06'01" EAST 1760.13 FEET ALONG THE SECTION LINE FROM THE EAST ¼ CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89 D 33'37" WEST 440.50 FEET TO THE EASTERLY BANK OF THE IRRIGATION COMPANY CANAL, THENCE SOUTH 27 D 57'34" WEST 227.36 FEET ALONG SAID CANAL TO AN EXISTING FENCE LINE; THENCE NORTH 89 D 33'37" EAST 547.45 FEET ALONG SAID FENCE LINE; THENCE NORTH 00 D 06'01" WEST 200.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND TO BE USED FOR AN IRRIGATION CANAL, DESCRIBED AS FOLLOWS: A STRIP OF LAND 1 ROD IN WIDTH, EXTENDING FROM A POINT 1 FOOT EASTERLY FROM THE EASTERLY BANK OF THE CANAL OF THE SAID GRANTEE, AS NOW CONSTRUCTED THROUGH THE GRANTORS LAND, AND EXTENDING THENCE AT RIGHT ANGLES 1 ROD IN WIDTH ALONG THE COURSE OF SAID CANAL, THE CENTER LINE OF WHICH CANAL AS NOW CONSTRUCTED BEING LOCATED AS FOLLOWS:

BEGINNING AT A POINT 88 ½ RODS SOUTH AND 17 RODS WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID CENTER LINE OF A CANAL SOUTH 26 D 35' WEST 33.54 RODS TO THE SOUTHERN LINE OF LANDS NOW STANDING UPON THE RECORDS OF THE WASATCH, UTAH

PARCEL 3: LOT 1, KOTYK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

LESS ANY PORTION LYING WITHIN PUBLIC ROADWAY.

PARCEL 4: LOT 2, KOTYK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S

TOGETHER WITH PRIVATE 60 FOOT WIDE ROAD EASEMENT

First American Title Insurance Agency, Inc.

MAIL TAX NOTICE TO
 RED ROCK HOLDINGS INVESTMENT LLC
 2274 So Daniels Rd
 Heber, UT 84052

Ent 258216 Bk 0626 Pg 0058-0059
 ELIZABETH H PALMIER, Recorder
 WASATCH COUNTY CORPORATION
 2003 MAY 23 11:30am Fee 13.00 MWC
 FOR FIRST AMERICAN TITLE COMPANY

Warranty Deed

RONALD S. MCARTHUR, Grantor(s)

of Heber city, County of WASATCH, State of UTAH, hereby CONVEY and WARRANT to

RED ROCK HOLDINGS INVESTMENT L.L.C. a Utah Limited Liability Company, Grantee(s)

Of Heber City, UT for the sum of Ten Dollars and other good and valuable consideration the following described tract(s) of land in WASATCH County, State of UTAH:

EXHIBIT "A"

Subject to covenants, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2003 and thereafter.

Tax ID Number: OWC-1587-1

WITNESS, the hand(s) of said Grantor(s), this 19th of May, A.D., 2003.

Signed in the Presence of:

Kefae Sance)
Michelle Peterson)
 _____)
 _____)

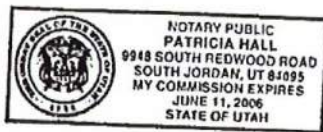
Ronald S. McArthur
 Ronald S. McArthur

STATE OF UTAH)
) SS.
 COUNTY OF)

On the 19th day of May, 2003, personally appeared before me Ronald S. McArthur the signer(s) of the within and foregoing instrument, who having been by me duly sworn, acknowledged that he executed the same.

Patricia Hall
 Notary Public

Residing at: Salt Lake County
 Commission Expires: 6/11/06



MAY-19-2003 MON 02:28 PM FIRST AMERICAN TITLE

FAX NO. 435 654 1422

P. 03/03

EXHIBIT "A "

Escrow No. **380-4098769 (nh)**
A.P.N.: **OWC-1587-1**

BEGINNING at a point which is South 00°06'01" East 1760.13 feet along the Section line from the East 1/4 corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South 89°33'37" West 440.50 feet to the easterly bank of the irrigation company canal, thence South 27°57'34" West 227.36 feet along said canal to an existing fence line; thence North 89°33'37" East 547.45 feet along said fence line; thence North 00°06'01" West 200.00 feet to the point of beginning.

EXCEPTING the following described property:

A tract of land to be used for an Irrigation canal, described as follows: A strip of land 1 rod in width, extending from a point 1 foot easterly from the easterly bank of the canal of the said grantee, as now constructed through the grantors land, and extending thence at right angles 1 rod in width along the course of said canal, the center line of which canal as now constructed being located as follows:

BEGINNING at a point 88 1/2 rods South and 17 rods West from the Northeast corner of the southeast quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and running thence along said center line of a canal South 26°35' West 33.54 rods to the southern line of lands now standing upon the records of the Wasatch, Utah.

Rm

E 258216 R 0626 P 0059

646

WHEN RECORDED, MAIL TO:

Red Rock Holdings & Investments, LLC
PO Box 796
Heber, UT 84032
Order No.: W-40616

Space Above This Line for Recorder's Use

WARRANTY DEED

Jay L. Smith, Trustee of THE JAY L. SMITH FAMILY TRUST
of Heber City, State of Utah, grantor
CONVEYS and WARRANTS to
RED ROCK HOLDINGS & INVESTMENTS, LLC, grantee

of Heber City, County Wasatch, State of Utah
for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in
Wasatch County, State of Utah, to-wit:

SEE ATTACHED EXHIBIT "A"

00214666 BK 00426 Pg 00646-00647
WASATCH CO RECORDER-ELIZABETH A PARCELL
1999 JUN 07 14:56 PM FEE \$12.00 BY RRM
REQUEST: FIRST AMERICAN TITLE COMPANY

PAGE (0) INDEX () ABSTRACT () PLAT (X) CHECK ()

WITNESS the hand of said grantor, this 4th day of June, A.D. 19 99.

Signed in the presence of

Jay L. Smith, Trustee

STATE OF UTAH { SS.

COUNTY OF Wasatch

On the 4th day of June, A.D. 1999 personally appeared before me Jay L. Smith, Trustee

the signer of the within instrument who duly acknowledged to me that he executed the same.

Notary Public
My Commission Expires: December 31, 2000

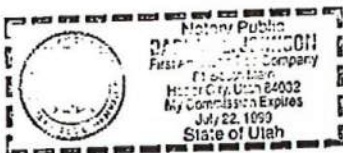


EXHIBIT "A"

DESCRIPTION

BEGINNING 1955.25 feet South from the East quarter corner of Section 7, Township 4 South, Range 5 East, Salt Lake base and Meridian, and running thence West 264 feet; thence South 82.50 feet; thence West 1056 feet; thence North 350 feet; thence East 1320 feet; thence South 247.5 feet to the point of beginning.

00214866 Ek 00426 Ps 00647

647

Ent 275464 Bl 0714 Pg 0251-0252
ELIZABETH H PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 SEP 22 4:23pm Fee 12.00 MWC
FOR EMPIRE LAND TITLE INC

REO/UTAH

REO CASE#D043147

SPECIAL WARRANTY DEED

Grantor's Name/Address: Fannie Mae A/K/A Federal National Mortgage Association, 13455 Noel Road,
#600, Dallas, Texas 75240-5003
Grantee's Name/Address: SEAN REGAN, AN UNMARRIED MAN
OF 2312 S. Daniels Road, Heber, UT 84032

THIS DEED made this the 20TH day of September, 2004, between FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, a corporation organized and existing under the laws of the United States, by its duly authorized Vice President, hereinafter called "Grantor," and SEAN REGAN, AN UNMARRIED MAN, hereinafter referred to as Grantee(s)."

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt hereof is hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee(s), and his or their heirs, executors, administrators, and assigns forever, all of the following, described property in the County of WASATCH and State of Utah, to-wit: SEE EXHIBIT "A," ATTACHED HERETO AND MADE APART HEREOF FOR ALL PURPOSES.

COMMONLY KNOWN AS: 2312 SOUTH DANIELS ROAD, HEBER, UT 84032

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and all the estate, right, title, interest, claim, and demand whatsoever of the said Grantor, in and to the said property with the hereditaments and appurtenances.

27650

TO HAVE AND TO HOLD the above described property, together with all and singular, the tenements, hereditaments, rights and appurtenances thereto in anywise belonging unto the said Grantee(s) and their heirs and assigns, against every person whomsoever lawfully claiming, under or through the Grantor, but not otherwise.

IN WITNESS THEREOF, the said Grantor has caused these presents to be signed by its undersigned and duly authorized Vice President.

(Corporate Seal)



FEDERAL NATIONAL MORTGAGE ASSOCIATION

By:
Teresa Foley, Vice President

By:
Sheryl Martin, Assistant Secretary

ATTEST

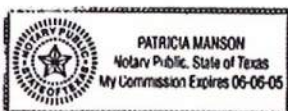
STATE OF TEXAS)

SS

COUNTY OF DALLAS)

BEFORE ME, a Notary Public, on this day personally appeared the undersigned, duly commissioned, qualified, and acting within and for said county and state, appeared in person the within named Teresa Foley and Sheryl Martin stated that they were Vice President and Assistant Secretary of the FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the 20ND day of September, 2004.



Notary Public in and for the State of Texas

E 275464 B 0714 P 0252

Exhibit "A"

Beginning at a point 133.50 rods South of the Northeast corner of the Southeast quarter of Section 7, Township 4 South, Range 5 East, of the Salt Lake Base and Meridian; thence South 5.00 rods; thence West 16 rods; thence North 5 rods; thence East 16 rods to the point of beginning.

TAX ID # OCW-1586-0-007-004

Ent 322146 Bk 0943 Pg 1194-1195
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2007 JUN 25 2:27pm Fee 12.00 MWC
FOR FIRST AMERICAN TITLE - HEBER C
ELECTRONICALLY RECORDED

Recording Requested by:
First American Title Insurance Agency, LLC
81 South Main Street
Heber, UT 84032
(435)654-1414

AFTER RECORDING RETURN TO:
Red Rock Holding & Investments, LLC
2276 South Daniels Rd.
Heber City, UT 84032

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

WARRANTY DEED

Escrow No. 380-4880464 (mle)
A.P.N.: OWC-1605

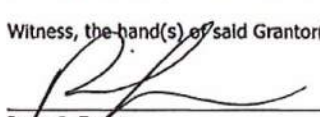
Ryan C. Fenton, Grantor, of Heber City, Wasatch County, State of UT, hereby CONVEY AND WARRANT to

Red Rock Holding & Investments, LLC, a Utah Limited Liability Company, Grantee, of Heber City, Wasatch County, State of UT, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Wasatch County, State of Utah:

BEGINNING AT A POINT 164.47 FEET NORTH 0°06'01" WEST ALONG THE EAST LINE OF SECTION AND 337.65 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 59°30'36" WEST 50 FEET; THENCE SOUTH 89°49'34" WEST 411.708 FEET; THENCE SOUTH 05°30'40" EAST 191.82 FEET TO AN EXISTING FENCE ON THE SOUTH LINE OF SECTION 7; THENCE SOUTH 89°49'34" WEST 539.23 FEET ALONG AN EXISTING FENCE AND SAID SECTION LINE; THENCE NORTH 0°11'03" WEST 350.89 FEET ALONG AN EXISTING FENCE; THENCE NORTH 89°46'51" EAST 977.02 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 0°06'04" WEST 169.68 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 00°02'28" EAST 16.50 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this June 25th, 2007.



Ryan C. Fenton

A.P.N.: OWC-1605


Warranty Deed - continued

File No.: 380-4880464 (mle)

Ent 322146 Bk 0943 Pg 1195

STATE OF **UTAH**)
)
)
COUNTY OF **WASATCH**)
)

On June 25, 2007, personally appeared before me, **Ryan C. Fenton** the signer of the within instrument, who duly acknowledged to me that he executed the same.



Notary Public
Darwin L. Johnson
(Printed Name)

My Commission expires: 7-22-07



EXHIBIT C: VALUE & ACREAGE

a.	Total acreage within annexation:	<u>31.132 AC.</u>	
b.	Total private property acreage within annexation:	<u>30.643 AC.</u>	
c.	Petitioner's acreage within annexation:	<u>30.178 AC.</u>	<u>96.9%</u>
			% of Total Private Area
d.	Total Assessed Land Value within annexation:	<u>\$13,570,100</u>	
e.	Petitioner's Assessed Land Value within annexation	<u>\$12,987,600</u>	<u>95.7%</u>
			% of Total Value



Property Value & Acreage Within Annexation Area				
Name	Parcel ID	Acres	Value	Petitioner (yes/no)
Red Rock Holdings & Investments, L.L.C.	17-1970	6.405	\$1,920,000	Yes
Red Rock Holdings & Investments, L.L.C.	17-1988	6.205	\$1,917,000	Yes
Red Rock Holdings & Investments, L.L.C.	12-4748	2.162	\$681,000	Yes
Red Rock Holdings & Investments, L.L.C.	09-1145	9.443	\$6,690,000	Yes
Heber City Corporation	21-0999	0.489	\$37,500	No
Sean Regan	09-1137	0.465	\$545,600	No
Red Rock Holdings & Investments, L.L.C.	09-1467	5.963	\$1,779,000	Yes
Totals		31.132 acres	\$13,570,100	
Private Property Total		30.643 acres	\$13,532,600	
Petitioner Totals		30.178 acres	\$12,987,600	
Petitioner Percent of Private Total		51% min Actual: 96.9%	1/3 min Actual: 95.7%	



EXHIBIT D: PROPERTY TAX RECORDS





August 6, 2024

WASATCH COUNTY CORPORATION
Tax Roll Master Record

5:02:00PM

Parcel: 00-0017-1970	Serial #: OKT-0001-0-007-045	Entry: 267742
Name: RED ROCK HOLDINGS & INVESTMENT		
c/o Name:		
Address 1: 2276 S DANIELS RD	Grid Address: 2276 S DANIEL RD	
Address 2:	DANIEL	
City State Zip: HEBER CITY UT 84032-4017	Acres: 6.40	
Mortgage Co		
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRIC1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
RED ROCK HOLDINGS & INVESTMENT		267742	01/30/2004	(0675/0088)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC02 COMMERCIAL UNIMPROVED	6.39	1,917,000	1,917,000	16,173.73	1,114,595	1,114,595	9,626.76
LC05 CELL TOWER SITE	0.01	3,000	3,000	25.31	160,000	160,000	1,381.92
Totals:	6.40	1,920,000	1,920,000	16,199.04	1,274,595	1,274,595	11,008.68

****** ATTENTION !! ******

Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.

2024 Taxes:	16,199.04	2023 Taxes:	11,008.68
Special Fees:	0.00	Review Date:	06/07/2024
Penalty:	0.00		
Abatements: (	0.00)		
Payments: (	6,000.00)		
Amount Due:	10,199.04		NO BACK TAXES!

02/12/2024	02:12PM	00319200	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	lpendleton
03/13/2024	04:19PM	00320374	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	lpendleton
03/29/2024	11:41AM	00320856	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	agibbs
04/22/2024	04:22PM	00321745	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	lpendleton
05/29/2024	02:20PM	00322879	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	lpendleton
06/24/2024	02:06PM	00323599	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	1,000.00	lpendleton
Total Payments:						6,000.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2001	0.00	0.00	0.00	0.00	7.25%	5,677.82	0.00
Totals:	0.00	0.00	0.00	0.00		5,677.82	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

LOT 1, KOTYK SUBDIVISION AREA: 6.40 ACRES



August 6, 2024

WASATCH COUNTY CORPORATION
Tax Roll Master Record

5:06:30PM

Parcel: 00-0017-1988	Serial #:0KT-0002-0-007-045	Entry: 267742
Name: RED ROCK HOLDINGS & INVESTMENT		
c/o Name:		Grid Address
Address 1: 2276 S DANIELS RD		
Address 2:		
City State Zip: HEBER CITY	UT 84032-4017	Acres: 6.39
Mortgage Co		
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRICT1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
RED ROCK HOLDINGS & INVESTMENT		267742	01/30/2004	(0675/0088)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC01 COMMERCIAL IMPROVED	6.39	1,917,000	1,917,000	16,173.73	1,112,852	1,112,852	9,611.70
Totals:	6.39	1,917,000	1,917,000	16,173.73	1,112,852	1,112,852	9,611.70

**** **ATTENTION !!** ****
 Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.

2024 Taxes:	16,173.73	2023 Taxes:	9,611.70
Special Fees:	0.00	Review Date	
Penalty:	0.00	06/07/2024	
Abatements: (	0.00)		
Payments: (	5,700.00)		
Amount Due:	10,473.73	NO BACK TAXES!	

02/12/2024	02:15PM	00319202	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	lpendleton
03/13/2024	04:19PM	00320375	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	lpendleton
03/29/2024	11:40AM	00320855	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	agibbs
04/22/2024	04:23PM	00321746	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	lpendleton
05/29/2024	02:17PM	00322878	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	lpendleton
06/24/2024	02:05PM	00323598	2024	RED ROCK HOLDINGS & INVESTMENT	Current - Check	950.00	lpendleton
Total Payments:						5,700.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2001	0.00	0.00	0.00	0.00	7.25%	5,633.44	0.00
Totals:	0.00	0.00	0.00	0.00		5,633.44	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

LOT 2, KOTYK SUBDIVISION AREA: 6.39 ACRES



August 6, 2024

WASATCH COUNTY CORPORATION Tax Roll Master Record

5:07:19PM

Parcel: 00-0012-4748	Serial #: OWC-1587-1-007-045	Entry: 258216
Name: RED ROCK HOLDINGS INVESTMENT L		
c/o Name:	Grid Address	
Address 1: 2276 S DANIELS RD	2150 S DANIELS RD	
Address 2:	DANIEL	
City State Zip: HEBER CITY UT 84032-4017	Acres: 2.27	
Mortgage Co		
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRIC1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
RED ROCK HOLDINGS INVESTMENT L		258216	05/23/2003	(0626/0058)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC02 COMMERCIAL UNIMPROVED	2.27	681,000	681,000	5,745.60	395,332	395,332	3,414.48
Totals:	2.27	681,000	681,000	5,745.60	395,332	395,332	3,414.48

**** ATTENTION !! ****	2024 Taxes:	5,745.60	2023 Taxes:	3,414.48
Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.	Special Fees:	0.00	Review Date	
	Penalty:	0.00	06/07/2024	
	Abatements: (	0.00)		
	Payments: (	1,800.00)		
	Amount Due:	3,945.60	NO BACK TAXES!	

02/12/2024	02:11PM	00319199	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	lpendleton
03/13/2024	04:19PM	00320373	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	lpendleton
03/29/2024	11:41AM	00320857	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	agibbs
04/22/2024	04:21PM	00321743	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	lpendleton
05/29/2024	02:21PM	00322880	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	lpendleton
06/24/2024	02:08PM	00323600	2024	RED ROCK HOLDINGS INVESTMENT L	Current - Check	300.00	lpendleton
Total Payments:						1,800.00	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2002	0.00	0.00	0.00	0.00	6.75%	536.01	0.00
Totals:	0.00	0.00	0.00	0.00		536.01	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG S.00 DEG 06'01"E.1760.13FT FROM E1/4 CORNER SECTION 7, T.4S, R.5E, SLM: S.89 DEG 33'37"W.440.50FT; S.27 DEG 57'34"W.227.36FT; N.89 DEG 33'37"E.547.45FT; N.00 DEG 06'01"W.200FT TO THE BEGINNING. AREA 2.27 ACRES



WASATCH COUNTY CORPORATION
Tax Roll Master Record

August 6, 2024

5:06:53PM

Parcel: 00-0009-1145	Serial #: OWC-1587-0-007-045	Entry: 214866
Name: RED ROCK HOLDINGS & INVESTMENTS LLC		
c/o Name:	Grid Address	
Address 1: 2276 S DANIELS RD	2276 S DANIELS RD	
Address 2:	HEBER	
City State Zip: HEBER CITY	UT 84032-4017	Acres: 9.50
Mortgage Co		
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRIC1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
RED ROCK HOLDINGS & INVESTMENTS LLC		214866	06/07/1999	(00426/0646)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC02 MANUFACTURING/INDUSTRIAL	0.00	3,840,000	3,840,000	32,398.08	3,840,000	3,840,000	33,166.08
LC01 COMMERCIAL IMPROVED	4.50	1,350,000	1,350,000	11,389.95	783,700	783,700	6,768.82
LC02 COMMERCIAL UNIMPROVED	5.00	1,500,000	1,500,000	12,655.50	870,777	870,777	7,520.90
Totals:	9.50	6,690,000	6,690,000	56,443.53	5,494,477	5,494,477	47,455.80

Property Type	Year Built	Square Footage	Basement Size	Building Type
BC02 MANUFACTURING/INDUSTRIAL	1999	39,566		COMMERCIAL BUILDING

**** ATTENTION !! ****		2024 Taxes:	56,443.53	2023 Taxes:	47,455.80
Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.		Special Fees:	0.00	Review Date	
		Penalty:	0.00	06/07/2024	
		Abatements: (	0.00)		
		Payments: (	27,000.00)		
		Amount Due:	29,443.53	NO BACK TAXES!	

02/12/2024	02:09PM	00319198	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	lpendleton
03/13/2024	04:17PM	00320372	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	lpendleton
03/29/2024	12:06PM	00320858	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	agibbs
04/22/2024	04:20PM	00321742	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	lpendleton
05/29/2024	02:22PM	00322881	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	lpendleton
06/24/2024	02:09PM	00323601	2024	RED ROCK HOLDINGS & INVESTMENTS LL	Current - Check	4,500.00	lpendleton
Total Payments:						27,000.00	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEGINNING S.1955.25FT FROM E1/4 CORNER SECTION 7, T.4S, R.5E, SLM: W.264FT; S.82.50FT; W.1056FT; N.330FT; E.1320FT; S.247.50FT TO THE BEGINNING AREA: 9.50 ACRES



WASATCH COUNTY CORPORATION
Tax Roll Master Record

August 6, 2024

5:07:41PM

Parcel: 00-0009-1137	Serial #:OWC-1586-0-007-045	Entry: 275464
Name: REGAN SEAN		
c/o Name:		
Address 1: 2312 S DANIELS RD		Grid Address
Address 2:		2312 S DANIELS RD
City State Zip: HEBER CITY UT 84032-4015		DANIEL
Mortgage Co		Acres: 0.50
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRICT1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
REGAN SEAN		275464	09/22/2004	(0714/0251)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BR01 PRIMARY HOME	0.00	245,600	135,080	1,139.67	245,600	135,080	1,168.69
LR01 PRIMARY LAND	0.50	300,000	165,000	1,392.11	200,000	110,000	950.07
Totals:	0.50	545,600	300,080	2,531.78	445,600	245,080	2,116.76

Property Type	Year Built	Square Footage	Basement Size	Building Type
BR01 PRIMARY HOME	1948	1,114		ONE STORY

**** **ATTENTION !!** ****
 Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.

2024 Taxes:	2,531.78	2023 Taxes:	2,116.76
Special Fees:	0.00	Review Date	06/07/2024
Penalty:	0.00		
Abatements: (	0.00)		
Payments: (	0.00)		
Amount Due:	2,531.78	NO BACK TAXES!	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG 133.50 RD S OF NE COR SE1/4 SEC 7, T4S, R5E, SLM; S 5 RD; W 16 RD; N 5 RD; E 16 RD TO BEG. AREA: 0.50 ACRE



August 6, 2024

WASATCH COUNTY CORPORATION Tax Roll Master Record

5:08:40PM

Parcel: 00-0021-0999	Serial #: OHE-1758-2-007-045	Entry: 240650
Name: HEBER CITY CORPORATION		
c/o Name:		Grid Address
Address 1: 75 N MAIN		
Address 2:		
City State Zip: HEBER CITY	UT 84032-1827	Acres: 0.50
Mortgage Co		
Status: Exempt	Year: 2024	District: 003 HEBER CITY DISTRICT 0.009142

Owners	Interest	Entry	Date of Filing	Comment
HEBER CITY CORPORATION		240650	01/11/2002	(0540/0719)

Property Information	2024 Values & Taxes			2023 Values & Taxes			
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LX02 HEBER CITY PROPERTY	0.50	37,500	0	0.00	37,500	0	0.00
Totals:	0.50	0	0	0.00	0	0	0.00

**** **ATTENTION !!** ****

Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.

2024 Taxes:	0.00	2023 Taxes:	0.00
Special Fees:	0.00		
Penalty:	0.00		
Abatements: (	0.00)		
Payments: (	0.00)		
Amount Due:	0.00	NO BACK TAXES!	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEGINNING AT A POINT EAST 1325.9 FEET AND NORTH 370.95 FROM THE S ¼ CORNER OF SEC 7 T4S R5E SLM: S90-0-0E 1320; S0-0-0W 16.5; N90-0-0W 1320; N0-0-0E 16.5 TO THE BEGINNING. AREA: 0.5 ACRES +/-

History

THIS PARCEL WAS SPLIT FROM OHE-1758-0 FOR 2016 TAX ROLL.



WASATCH COUNTY CORPORATION
Tax Roll Master Record

August 6, 2024

5:08:59PM

Parcel: 00-0009-1467	Serial #:OWC-1605-0-007-045	Entry: 322146
Name: RED ROCK HOLDING & INVESTMENTS LLC		
c/o Name:	Grid Address _____	
Address 1: 2276 S DANIELS RD		
Address 2:		
City State Zip: HEBER CITY	UT 84032-4017	Acres: 5.93
Mortgage Co		
Status: Active	Year: 2024	District: 012 COUNTY OUTSIDE DISTRIC1 0.008437

Owners	Interest	Entry	Date of Filing	Comment
RED ROCK HOLDING & INVESTMENTS LLC		322146	06/25/2007	(0943/1194)

Property Information	2024 Values & Taxes				2023 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC01 COMMERCIAL IMPROVED	1.00	300,000	300,000	2,531.10	174,156	174,156	1,504.19
LC02 COMMERCIAL UNIMPROVED	4.93	1,479,000	1,479,000	12,478.32	858,587	858,587	7,415.62
Totals:	5.93	1,779,000	1,779,000	15,009.42	1,032,743	1,032,743	8,919.81

****** ATTENTION !! ******

Tax Rates for 2024 have been set and approved. All levied taxes and values shown on this printout for the year 2024 should be correct.

2024 Taxes:	15,009.42	2023 Taxes:	8,919.81
Special Fees:	0.00	Review Date	
Penalty:	0.00	06/07/2024	
Abatements: (	0.00)		
Payments: (	4,500.00)		
Amount Due:	10,509.42	NO BACK TAXES!	

02/12/2024	02:14PM	00319201	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	lpendleton
03/13/2024	04:20PM	00320376	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	lpendleton
03/29/2024	11:40AM	00320854	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	agibbs
04/22/2024	04:24PM	00321747	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	lpendleton
05/29/2024	02:15PM	00322877	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	lpendleton
06/24/2024	01:57PM	00323597	2024	RED ROCK HOLDING & INVESTMENTS LLC	Current - Check	750.00	lpendleton
Total Payments:						4,500.00	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEGINNING N.89°49'44"E.774.28FT FROM SE CORNER SEC 7 T4S R5E SLM: S.89°49'33"W.539.24FT; N.0°11'15"W.350.89FT; N.89°46'50"E.977.04FT; S.0°05'59"W.169.68FT; S.16.5FT; N.59°30'49"W.50FT; S.89°49'35"W.411.71FT; S.05°30'59"E.191.8FT TO THE BEGINNING. AREA: 5.93 ACRES+-

History

ODN-0001-0 WAS SPLIT FROM THIS PARCEL FOR 2007 TAX ROLL PER DANIEL INCORPORATION.

Property owners within annexation and within 300 FEET

NAME	ADDRESS	CITY	STATE	ZIP CODE
360 WEST AIRPORT ROAD LLC	1245 S 1200 W	HEBER CITY	UT	84032-3711
3M PROPERTIES LLC	27955 MISSION BLVD	HAYWARD	CA	94544-4859
400 WEST AIRPORT ROAD LLC	1245 S 1200 W	HEBER CITY	UT	84032-3711
AIRPORT BUSINESS COMMONS LLC	115 W 970 S	MIDWAY	UT	84049-6279
ALLISON PAIGE MICHELLE	22 E 2130 S	HEBER CITY	UT	84032-1289
ARNOLD CORY LANCE	2174 S 60 E	HEBER CITY	UT	84032-1290
BARNEY MITCHELL F TR	9446 S MORYWOOD CIR	SOUTH JORDAN	UT	84095-2410
BAUTISTA ENRIQUE DANIEL	2146 S 60 E	HEBER CITY	UT	84032-1290
BELL ALLAN	79 E 2130 S	HEBER CITY	UT	84032-1289
BOYER JEREMY	1799 E CHALK CREEK RD	COALVILLE	UT	84017-9708
BROWN MICHAEL H	490 W 100 S	HEBER CITY	UT	84032-1838
BRUDERER CLARK	905 S FARRELL FARM CIR	MIDWAY	UT	84049-6639
BURBIDGE HAISLEY	6326 S OLES LN	HOLLADAY	UT	84121-2377
BURGENER ROBBY	PO BOX 935	MIDWAY	UT	84049-0935
BURNS ANGELA MARIE	2147 S 60 E	HEBER CITY	UT	84032-1290
BUSH JEFFREY W	2166 S 120 E	HEBER CITY	UT	84032-1286
CARLEY HOPE LLC	PO BOX 935	MIDWAY	UT	84049-0935
CLYDE LYNDA M TR	1995 S DANIEL RD	HEBER CITY	UT	84032-1026
COLEMAN KEITH SCOTT TR	3225 S MILL RD	HEBER CITY	UT	84032-3520
COOKE RYAN WILLIAM	2179 S 60 E	HEBER CITY	UT	84032-1290
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	50 E NORTH TEMPLE FL 22	SALT LAKE CITY	UT	84150-0022
COWDEN WALTER SCOTT	32 E 2130 S	HEBER CITY	UT	84032-1289
CUILLARD LEONARD R TR	PO BOX 422	HEBER CITY	UT	84032-0422
DANIEL TOWN	260 E TEANCUM RD	HEBER CITY	UT	84032-4074
EARNSHAW AUSTIN M	2917 S 1040 E	HEBER CITY	UT	84032-5645
EASTWOOD DRIVE LLC	PO BOX 346	HEBER CITY	UT	84032-0346
EXCEL BUSINESS SOLUTIONS LLC	1890 TOBIANO CIR	HEBER CITY	UT	84032-4296
FARLEY SHANE &	74 MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4059
GILLETTE FORREST BRETT	19 E 2130 S	HEBER CITY	UT	84032-1289
GILLILAND HOLDINGS LLC	1435 S 1040 E	HEBER CITY	UT	84032-1696
GIRARDIN JEAN MARC TR	477 OCEAN BLVD	GOLDEN BEACH	FL	33160-2213
HEBER CITY CORPORATION	75 N MAIN STREET	HEBER CITY	UT	84032-1827
HIGHLANDER SKI LIFT SERVICES AND CONSTRUCTION	PO BOX 7	PARK CITY	UT	84060-0001
HISLER JEFF	1240 E 1050 N	HEBER CITY	UT	84032-3468
JAZABRA CONSTRUCTION LLC	PO BOX 1107	MIDWAY	UT	84049-1107
JENSEN KEITH	24725 E GUNNISON DR	AURORA	CO	80018-6055
JIMENEZ IRINEO AHUELICAN	19 E MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4057
KEELE SCOTT	PO BOX 757	HEBER CITY	UT	84032-0757
KELLNHOFER JOSEPH C	65 E 2130 S	HEBER CITY	UT	84032-1289
KING DEVIN	2198 S 120 E	HEBER CITY	UT	84032-4412
KIPPER MATTHEW AARON	120 E 2200 S	HEBER CITY	UT	84032-4556
LIMIT PROPERTIES LLC	2237 S 390 W	HEBER CITY	UT	84032-1377
LOTT MISHELLE	2144 S 120 E	HEBER CITY	UT	84032-1286
LUKE GLADE BERNELL TR	2370 S DANIEL RD	HEBER CITY	UT	84032-4015
LUKE KEVIN GLADE TR	2390 S DANIELS RD	HEBER CITY	UT	84032-4015
MAYNES DAVID PURRINGTON	2175 S 60 E	HEBER CITY	UT	84032-1290
MCCLOSKEY MARJORIE DIANE TR	PO BOX 684048	PARK CITY	UT	84068-0448
MCDERMOTT STEPHANIE	2188 S 120 E	HEBER CITY	UT	84032-1286
MCPARK PROPERTIES LLC	PO BOX 86	MCCALL	ID	83638-0086
MEEGAN KYLE PETER	51 E 2130 S	HEBER CITY	UT	84032-1289
MELLENDEZ KAREN	95 E 2130 S	HEBER CITY	UT	84032-1289
MENDOZA JUAN C	38 MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4059
MILLSTREAM SELF STORAGE LLC	380 E MAIN ST STE B 2ND FL	MIDWAY	UT	84049-6802
MVC CONST CO	2908 S 1200 W	HEBER CITY	UT	84032-3712
NOYES BERKLEY	2158 S 60 E	HEBER CITY	UT	84032-1290
OAK WOOD STRATEGIES GRANBY LLC	6300 N SAGEWOOD DR STE H402	PARK CITY	UT	84098-7502
PARKER DAVID ALLAN TR	2169 S DANIELS RD	HEBER CITY	UT	84032-4014
PETERSON KAREN & JEFFREY (JT)	1931 WALL ST	HEBER CITY	UT	84032-5570
PRIEST BRENNNA	57 E MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4057
RED ROCK HOLDING & INVESTMENTS LLC	2276 S DANIELS RD	HEBER CITY	UT	84032-4017
REGAN SEAN	2312 S DANIELS RD	HEBER CITY	UT	84032-4015
REYES JEFFREY S	2433 S DANIEL RD	HEBER CITY	UT	84032-0000



Property owners within annexation and within 300 FEET

NAME	ADDRESS	CITY	STATE	ZIP CODE
ROSE TYLER	2237 S DANIELS RD	HEBER CITY	UT	84032-4017
RUSS AND CATHY WITT FAMILY LLC	1245 S 1200 W	HEBER CITY	UT	84032-3711
RUTHLESS PERFORMANCE INC	291 E ACORD WAY	HEBER CITY	UT	84032-3816
SHADOW MOUNTAIN IV LTD	207 N PAINTED HILLS DR	IVINS	UT	84738-6081
SHOPAY BRANDON D	2159 S 60 E	HEBER CITY	UT	84032-1290
SIMPSON STEVE	92 MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4059
SNYDER KIM E	18 MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4059
STONELY ALAN	3061 S 3400 W	HEBER CITY	UT	84032-4060
SWENSON KEEGAN	1235 SWISS ALPINE RD	MIDWAY	UT	84049-6003
THREE STRING HOLDINGS LLC	2825 MT HIGHWAY 278	DILLON	MT	59725-9672
THUNELL SPENCER M	2177 S DANIELS RD	HEBER CITY	UT	84032-4014
TOWNLEY MONTE K	2328 S DANIELS RD	HEBER CITY	UT	84032-4015
TUFT ROBERT A	27 E AIRPORT RD	HEBER CITY	UT	84032-4069
UTAH PEAKS LLC	2237 S 390 W UNIT #A	HEBER CITY	UT	84032-1378
VERNON DARRELL K TR	2500 S DANIELS RD	HEBER CITY	UT	84032-4065
WALTON RONALD D	2418 S DANIELS RD	HEBER CITY	UT	84032-4016
WASATCH 12 HOLDINGS LLC	10610 S JORDAN GTWY STE 200	SALT LAKE CITY	UT	84095-3948
WASATCH COUNTY	25 N MAIN ST	HEBER CITY	UT	84032-1827
WEBB STEVEN B TR	2189 S DANIELS RD	HEBER CITY	UT	84032-4014
WHISENANT BRAD TR	2177 S 390 W	HEBER CITY	UT	84032-1340
WHISTLER LORI WIKERT	56 MOUNTAIN VALLEY CT	HEBER CITY	UT	84032-4059
WILCOX CYNTHIA STATES	41 E 2130 S	HEBER CITY	UT	84032-1289

Map of properties within 300 feet of the proposed annexation



EXHIBIT F: VICINITY MAP

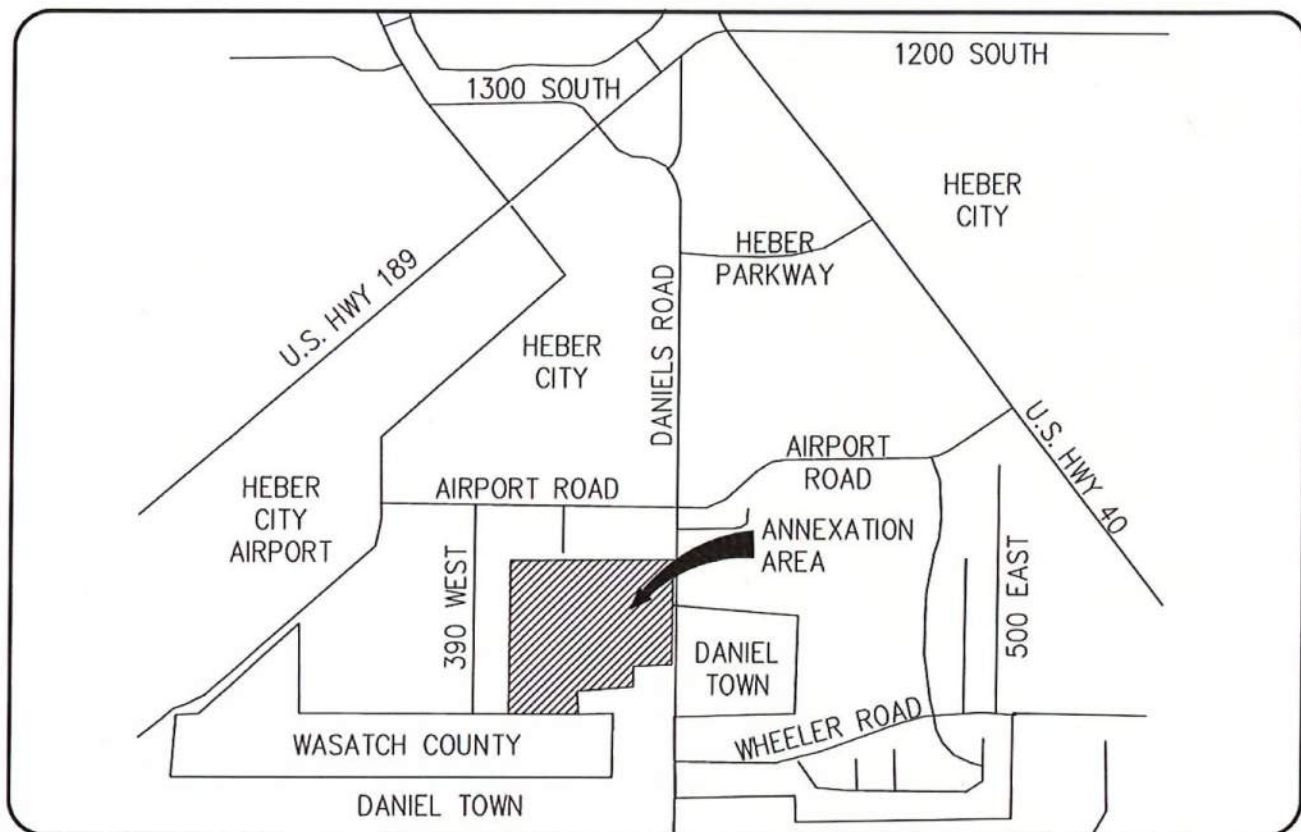


EXHIBIT G: CONCEPT PLAN

When recorded return to:

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

Parcel Nos. 00-0017-1970, 00-0017-1988, 00-0009-1145, 00-0012-4748, 00-0009-1467, 00-0021-0999.

**DEVELOPMENT AGREEMENT
(Red Rock Annexation)**

THIS DEVELOPMENT AGREEMENT entered into this 3rd day of June, 2025, by and between **Heber City**, a Utah municipality (“City”), and **Red Rock Holdings and Investments, LLC**, a Utah limited liability company (“Owner”). Owner and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of an approximately 31.13 acres of real property located east of the Power Industrial Park subdivision (the “Property”). An annexation plat including a legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Property is currently within unincorporated Wasatch County and utilized for commercial and industrial uses.

WHEREAS, Owner has submitted a petition to annex the Property into the City; and

WHEREAS, City has approved the annexation of the Property to the City subject to the terms and conditions of this Development Agreement.

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Zoning.** Upon annexation into the City, the Property shall be zoned I-2 Industrial Zone (I-2) and shall be used and developed consistent with the requirements of the I-2 Industrial Zone.

2. **Daniel Road Improvements.** If Owner develops (which shall include installation of any structures requiring a building permit) or subdivides any parcels fronting on Daniel Road, Owner will be required to install curb, gutter, asphalt widening, and utility extensions per Heber City standards and specifications to Daniel Road along the parcel. Owner acknowledges that Daniel Road is designated as a Major Collector and construction shall match the grade and width of the already-constructed road. A sidewalk or trail will not be required along the west side of Daniel Road, but right-of-way dedication and landscaping to City standards will be required. The City agrees that the best location for a sidewalk is along the east side of Daniel Road since the west side is industrial and the east side is residential. In conjunction with any improvements to Daniel Road, Owner agrees to complete the installation of approximately 600 feet of five-foot wide sidewalk needed to complete the sidewalk gaps along the east side of Daniel Road and north of Wheeler Road or provide to the City a cash bond for completion of the sidewalk. Daniel Road improvements lying within the jurisdiction of the Town of Daniel shall be coordinated between the property owner, Heber City and Daniel. Dedication of property within the right-of-way will be granted to Heber City, including land currently within the boundary of the Town of Daniel. Upon development of parcels fronting on Daniel Road, property owner agrees to honor any pioneering agreements for installed utilities along that section of road that the City is obligated to enforce.

3. **Future Road Easement.** To provide for a future road connection between 390 West and Daniel Road, Owner agrees to convey to the City a 50-foot easement and right-of-way through the Property and Parcel No. 00-0021-1743 (“PIP Lot 4”), which is also owned by Owner (the “Future Road Easement”). The Parties agree that the future road shall be constructed with 36 feet of asphalt, 2 feet of curb and gutter on each side, and a five-foot planter strip on each side for snow storage, with a 10-foot public utility easement and municipal utility easement along the south side of the right-of-way (the “Future Road”). The Future Road Easement shall provide that until the public road is constructed, Owner (including successors and assigns) can use the easement area for uses that do not harm the future connector road, such as underground utilities, landscaping, signs, extra parking, outside storage, temporary buildings, driveway, and fencing.

4. **Construction of Future Road.** Owner shall be required to construct the Future Road if Owner develops or subdivides Parcel 00-0009-1467. For purposes of this paragraph 4, development is defined as receiving approval from Heber City for a site plan or building permit on Parcel 00-0009-1467, except that a communication tower (radio, cell, or microwave) shall not count as development. City utility lines for sewer and irrigation in the road will only be required by the city as needed by proposed development of the property, and do not need to be extended to property lines, or any farther than needed for on-site development. City culinary water line will be extended to connect 390 South to Daniel Road if required by the City. Landscaping adjoining the future connector road may be drought-tolerant xeriscaping and only required for the first 15 feet from the curb along the south side, and 5 feet from the curb along the north side. Street trees will not be required along the public connector road. Required minimum building setbacks from the future connector road are reduced to 15 feet from the right-of-way

5. **Removal of Restrictive Covenant.** In consideration of Owner providing the Future Road Easement, City shall terminate and remove the restrictive covenant in favor of the City on PIP Lot 4 (Parcel 00-0021-1743).

6. **Conveyance of Parcel 00-0021-0999.** In conjunction with the execution and recording of the Future Road Easement and termination of the restrictive covenant, City shall quitclaim to Owner the portion of Parcel 00-0021-0999 that is adjacent to the Property.

7. **Utilities.** Owner shall be responsible for the cost of installing all utilities for the Property, including conversion of the existing water service for Parcel 09-1137 from a Daniel Town water customer to a Heber City water customer. This conversion will be required upon road widening and installation of the water line along Daniel Road east of adjoining Red Rock Parcel 00-0009-1145. Owner shall maintain all existing on-site water recirculation basins in compliance with state law and shall not connect the water recirculation basins to the sewer system without approval of the City.

8. **Vested Rights.** The Parties intend that this Agreement grants to Owner all rights to develop the Project in fulfillment of this Agreement, the City's current laws (the "Vested Laws"), and the zoning of the Property. The Parties specifically intend that this Agreement grant to Owner the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

9. **Exceptions to Vested Rights.** The vested rights are subject to the following exceptions:

a. **Agreed to Regulations.** City's future laws or other regulations to which the Owner agrees in writing;

b. **State and Federal Compliance.** City's future laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;

c. **Development Review Processes.** Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact (i) the ability of Owner to develop the Project in accordance with this Agreement;

d. **Safety Codes.** Any City's future laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

e. **Engineering Standards.** Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Owner to develop the Project in accordance with this Agreement, or (ii) are not enacted as a means to reduce or limit the ability of Owner to develop the Lots in accordance with this Agreement.

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

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

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

i. Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as they don't materially impact the ability of Owner to develop the Lots in accordance with this Agreement; and

j. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2024).

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

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

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

10.3. Owner's Exclusive Remedy. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING,**

WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

11. **Fees.** Owner shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

12. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Owner.

13. **Time is of the essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

14. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

15. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

16. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Owner's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.

17. **Notices.** Any notice or communication required hereunder between the City and the Owner must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Owner

Red Rock Holdings and Investments, LLC
c/o Robert Hicken
2276 S Daniels Road
Heber City, UT 84032-4017

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

19. **Bodily Injury and Property Damage Insurance.** Owner agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Owner or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

20. **Binding Effect.** If Owner conveys any portion of the Property or buildings to one or more owners or sub-Owners, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

21. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

23. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

24. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Owner, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Owner that the Owner fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

25. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Owner) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 32. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Owner.

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

restricted by this Agreement.

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

DATED this _____ day of _____, 2025.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2025.

Red Rock Holdings and Investments, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2025, personally appeared before me
_____, who duly acknowledged to me that (s)he had
authority to and did executed the foregoing document on behalf of Red Rock Holdings and

Investments, LLC.

NOTARY PUBLIC

Exhibit A

Annexation Map with Legal

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
May 6, 2025**

DRAFT Minutes

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

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

Mayor Heidi Franco called the meeting to order at 4:02 p.m. and welcomed everyone present.

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

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
IT Director Anthon Beales
Finance Director Sara Jane Nagel
Airport Manager Travis Biggs
Building Official Curt Davis
Public Works Director Matthew Kennard
Planning Manager Jamie Baron
Fleet Manager Preston Hicken
Chief of Police Parker Sever
Accounts Payable Technician Wendy Anderson
Public Works Administrative Assistant Missy Luke

Staff Participating Remotely: IT Director Anthon Beales, Finance Director Sara Jane Nagel, Public Works Foreman Chris Pederson, Assistant City Manager Mark Smedley, Planner Jacob Roberts, Public Works Foreman Chris Pederson, Public Works Director Matthew Kennard, Deputy Recorder Robin Bond, Accounts Payable Coordinator Wendy Anderson, and City Engineer Russ Funk.

Also Present: Rachel Kahler, Phil Jordan, Jonelle Fitzgerald, Brian Balls, Grace Doerfler, Todd Anderson, Neil Goldman, Ryan Miller, Andy Dorobek, Mike Bradshaw, Cody Winterton, Tori Broughton, Richard Knight, Bret Anderson, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Jami Hewlett, Joey, Lindy R, Mike, TMT, B, Bill, Clara Hatcher, Deb, DM, Erik Bunker, Gary Bush, Guest, Grace KPCW, J, Jen, Jjk, Missy, Nick Lopez, Pedro, S, Shorty5, SRH, and Tom DeMars.

1. Arts Advisory Board TAP (Trails, Arts, and Parks) Tax Project Recommendations (Phil Jordan, Farah Sanders - Arts Advisory Board Co-Chairs) - *20 min*

Assistant City Manager Mark Smedley reviewed the TAP (Trails, Arts, and Parks) tax grant process as followed by the Arts Advisory Board. Co-chairs of the Board, Phil Jordan and Farah Sanders, provided a process timeline, explained how the public could apply for the grant money, and listed eligibility requirements. The presentation, attached to the meeting materials, included a TAP Tax Grant Application Rubric to score the applications, listed the applications with the scores received by each, and provided the Board's project recommendations and dollar amounts. Discussion between the Council and the Board regarding the proposed recommendations followed.

2. Fiscal Year 2026 Budget Workshop Number Two (Sara Nagel, Finance Manager, Matt Brower, City Manager) - *90 min*

Finance Director Sara Jane Nagel provided an overview of the preceding 2026 Fiscal Year Budget Workshop Number One. She shared a presentation of funds, revenues, and expenditures, as included in the meeting materials. City Manager Matt Brower shared images reflecting the progress of the cemetery admin building project. Planning Manager Jamie Baron and Building Official Curt Davis shared a concept plan for a proposed second floor remodel at City Hall. Mr. Brower reviewed the recent Airport land acquisitions. Ms. Nagel shared the increased cost of health benefits for employees. Mr. Brower provided graphs reflecting employee insurance claims and auto claims.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Heidi Franco called the meeting to order at 6:05 p.m. and welcomed everyone present.

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

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

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

Council Member Scott Phillips read the following prepared thought:

"Lately, things have been a bit tense around this table. And that's not unusual—when people care deeply and have strong ideas, there's going to be disagreement. But I think it's important to remind ourselves that we're all here for the same reason: to serve our community and to make things better. Desmond Tutu said, 'Hope is being able to see that there is light despite all of the darkness.' That really speaks to me, especially during challenging times. Hope doesn't mean ignoring the hard stuff—it means believing that we can still move forward, together. Helen Keller put it this way: 'Alone we can do so little; together we can do so much.' None of us can make real progress on our own. It takes all of us—listening, collaborating, and finding ways to work through our differences. So, as we go into tonight's meeting, I hope we can do it with patience, with respect for one another, and with a little bit of grace. Because this work matters, and how we do it matters too. Thanks."

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Proclamation for 2025 National Public Works Week

Mayor Franco proclaimed the week of May 18-24, 2025, as National Public Works Week and recognized all the services that the department provided to the City. Public Works Director Matthew Kennard provided details of the activities planned and informed that Midway and Wasatch County's Public Works Departments would also be participating.

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

Motion: Council Member Johnston moved to allow Suzette Gertsch five minutes to speak regarding her issue with Consent Agenda item number two.

Second: Council Member Phillips made the second.

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

Voting No: None.

The **Motion Passed 5-0.**

Assistant City Manager Mark Smedley introduced Ms. Gertsch stating that she ran a theater production company called Whimsy. She had applied for the TAP (Trails, Arts, and Parks) tax funds and had been denied. Ms. Gertsch expressed her gratitude for the TAP program that granted money to art programs. She had been awarded some of the funds the previous year but needed twice as much and was counting on the second award this year in order to proceed with her production program. She wished to discover how she had gone wrong. Council Member Phillips asked Ms. Gertsch to leave her contact information with the Chief of Police to have the TAP Grant Award Committee contact her to discuss.

Council Member Phillips shared that he had spoken with Wasatch County Council Member, and Wasatch County Housing Authority (WCHA) Board Chair, Kendall Crittenden regarding a letter he had written to the City Council about Consent Agenda item three. Council Member Johnston clarified the City Council wished to change one paragraph in the code to allow the City the option to retain fees in lieu to replace the affordable housing dedication negotiated with developers and collected by the City rather than deposit directly with the WCHA. Council Member Barney felt the City Council had worked very hard to keep the lines of communication open with the County and thought the item should be continued.

Motion: Council Member Barney moved to accept items one, two, four, and five on the Consent Agenda and remove item three for further discussion with Wasatch County and the Housing Authority.

Second: Council Member Cheatwood made the second.

Discussion: Council Member Cheatwood did not feel there should have been such heavy subject content placed on the Consent Agenda and thought the Council should have held more discussions on some of them. Mayor Franco explained the reasons for the items being placed on the Consent Agenda was that Staff had not felt there would be debate on the subjects or Council had held previous discussions. She questioned item three and asked if anyone had spoken with the Housing Authority. Council Member Ostergaard represented Heber City on the Wasatch County Housing Authority (WCHA) board and agreed to discuss the item with the board at the next WCHA meeting. He stated that the City had good reason for wanting the affordable housing fee in lieu code amendment and intended to lead the charge for affordable housing in the community. Council Member Phillips added that the City Council did not wish to go against the County and wanted to keep open lines of communication with the County going, but the code amendment would allow the City to take much needed action to move forward with affordable housing opportunities in the City. and recommended to have open communication and collaboration.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

Discussion to clarify the intent of the motion: Council Member Barney wished to share the ordinance information with the County Council and the Housing Authority.

1. April 15, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Arts Advisory Board TAP (Trails, Arts, and Parks) Tax Project Recommendations (Phil Jordan, Farah Sanders - Arts Advisory Board Co-Chairs)

3. Ordinance 2025-09 Adopting Code Amendment to Allow City to Retain Fees-in-Lieu for Affordable Housing (Jeremy Cook, City Attorney)
4. Resolution 2025-06 Supporting America250 Utah and Recognizing and Approving the Red, White and Blue Festival Board as Heber City's Official Committee (Rachel Kahler, CAMS Executive Director)
5. Red, White and Blue Festival Request for 2025 July 4th Festival Sponsorship (Rachel Kahler, CAMS Executive Director)

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

Jami Hewlett thanked Council Member Phillips for a letter and indicated he must have hired a PR (public relations) firm because in the past, he had been argumentative. She shared that the Planning Commission Chair had threatened to have her removed from their meeting if she did not stop speaking out but the developer was allowed to say whatever they wanted. She hoped the meetings could find a way to be fun and inviting instead of scary and intimidating for the public. She felt others in the community were afraid to speak up. She said the county building was historic because it was older than 50 years, therefore needed to be protected. She wondered about the proposed City building remodel and felt the City should live within its means. She felt the City should take one for the team, especially in the down turning economy, and not just remodel every chance they got. She said she also had questions about the land the City was considering buying.

Shelly Ryan wanted City to focus on adding more restrooms and water fountains to the Main Street Park remodel. She was tired of the public using her business facilities. City Manager Matt Brower provided the restroom and water fountains planned in the design of the Main Street Park improvements.

Joey Barney felt the City and the County needed to be more collaborative and work together towards a resolution to the affordable housing crisis. He suggested the cause of the crisis could be in part due to the lack of communication between the City and the County.

Mike Hewlett called affordable housing a buzz-word. He implored City Council and Staff to do more research on the impact that affordable housing would have on the Valley. He said that adding more houses and more people would result in a significant tax increase due to the need for additional infrastructure. He asked the City to do their research and relinquish their effort for the impossible goal that was affordable housing. He said the Valley was already at maximum capacity.

Todd Anderson was on the Housing Authority Board and thanked the Council for pausing the withdrawal of the City's fee-in-lieu funds dedication to the Wasatch County Housing Authority. He felt the Housing Authority and the City could continue to collaborate in their affordable housing assistance efforts.

VIII. GENERAL BUSINESS ITEMS:

1. Wasatch County Health Department Annual Report (Jonelle Fitzgerald) - 10 min

Executive Director of the Wasatch County Health Department, Jonelle Fitzgerald, shared the presentation as included in the meeting materials. She listed the services provided by the Health Department, shared budget information, and reviewed featured statistics.

Mayor Franco asked if the Health Department was at risk of federal funding cuts. Ms. Fitzgerald confirmed the Health Department was at risk of federal funding cuts under the existing administration. Council discussion followed regarding the healthcare needs within the community.

2. Red Rock Annexation Term Sheet (Jamie Baron, Planning Manager) - 30 min

Planning Manager Jamie Baron reviewed the annexation process and provided the timeline for annexation. The Planning Commission had forwarded a positive recommendation to the Council and a public hearing would be forthcoming. He shared the term sheet being negotiated and wanted Council's feedback. City Attorney Jeremy Cook clarified that staff was asking the property owner to dedicate 60 feet of land for a future road to connect Daniels Road and 390 West. Council discussion followed regarding the proposed road, communication with the Daniel Town Mayor, development plans, and landscaping standards.

City Engineer Russ Funk explained the road would not be constructed for some time in the future. He noted the number of jobs the business provided and agreed that the annexation would be beneficial to the City.

Council Member Mike Johnston had declared a conflict of interest for this agenda item and had recused himself from the discussion as a Council Member. He was an Engineer with Atwell Engineering and was representing the Red Rock Annexation where Delta Stone was located. He listed the benefits to Heber City to allow the annexation of the industrial property. He felt it was a fair trade to deed Red Rock the quarter acre of City property in exchange for the requested land dedication for the road that the City was asking for. Council discussion continued.

Property owner Robert Hicken described his frustration at having purchased a lot that he felt was now being leveraged against him. Staff indicated they would work to finalize the annexation agreement, including the removal of the restrictive covenant on Lot 4 and the dedication of a 60-foot corridor for future road access and return to Council for a public hearing.

Mayor Franco relayed a concern from the special service district that Delta Stone did not let any of the industrial waste enter the sewer system.

3. Unity Week Events Overview (J. Mark Smedley, Asst. City Manager) - 5 min

Assistant City Manager Mark Smedley presented the events planned for Unity Week as outlined in the attached presentation.

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

1. Public Hearing for the Tentative Adoption of the Tentative Budget for Fiscal Year 2025-2026 and Establish a Public Hearing Date to Consider Adoption of the Final Budget (Sara Nagel, Finance Manager, Matt Brower, City Manager) - 10 min

Heber City Manager Matt Brower and Finance Director Sara Jane Nagel continued the budget presentation they had begun during the preceding Work Meeting. Ms. Nagel described the estimated cost of the proposed nine-step salary plan implementation. Mr. Brower added the intent of the proposed wage plan was to incentivize Staff retention. Council discussion for clarification of the wage program followed.

Mr. Brower described a proposed \$1,000.00 safety bonus incentive for employees considered high-risk, such as the Police Department and Public Works employees. Council discussion followed to consider a \$500.00 bonus rather than a \$1,000.00, and proposing alternate safety incentives.

Consensus of Council majority expressed support for the following budget questions:

- Approval of the revenue assumptions
- TAP (trails, arts, and parks) grant allocations as recommended by the Arts Committee
- Two added employees and to revisit the discussion in six months for additional full-time employees needed in other departments
- 2.8% COLA (cost of living adjustment) for all employees
- Implementation of the 9-step wage program
- Benefit change to PEHP
- Safety incentive plan for a \$500 bonus to qualifying employees annually
- Capital Improvement Plan
- Business license fee increase

Additional discussion followed regarding the proposed dollar amount to be invested in Main Street Park improvements; delaying certain large purchases until the sales tax revenue for the year was determined; and whether to proceed with the Truth in Taxation process to consider an increase in property tax.

Motion: Council Member Barney made a motion to extend the meeting to 10:45 p.m.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

Mayor Franco opened the public hearing at 9:46 p.m.

Lindy Rioux agreed with Council Member Yvonne Barney that the public should have input on how the public park's improvements were to proceed. She felt there was too much planned for one park and thought that before any money was spent, the citizens should be allowed an opportunity to provide opinions.

Jami Hewlett said she was super confused that the public had not been given the opportunity to provide input on the budget. She thought that there had been changes made that night and the public had not had a chance to look at it. She stated that her kids were falling asleep and bawling. She said a lot of people were involved but could not be present because they were putting their children to bed and she was sick of the Council Meetings going so late in general. She felt it was not right that the Council could meet and make all these changes to the budget without allowing the public the opportunity to provide feedback when it was their taxpayer dollars. She wanted to know what the State Code said regarding the requirement of the budget approval that night. She had not seen that State Code. Ms. Hewlett said the park had already been designed once, and she did not know why the City was trying to change it. She did not think there should be another ice rink. She then questioned what State Code required the adoption of the budget that night.

Mayor Franco clarified that tonight's approval was for the Tentative Budget only. The changes discussed would be updated and available to the public for review. Another public hearing would be held on June 3rd, 2025, before the final budget was adopted.

City Attorney Jeremy Cook read from Utah State Code Annotated 10-6-111: Tentative budget to be prepared -- Contents -- Estimate of expenditures -- Budget message -- Review by governing body; and section 114: Budget -- Public hearing on tentatively adopted budget.

With no one further coming forward from the public, the Public Hearing was closed at 9:56 p.m.

Motion: Council Member Phillips moved to accept the Tentative Budget, so far presented, for fiscal year 25-26, as well as set the second public hearing date of June 3rd, 2025, for the adoption of the budget.

Second: Council Member Oster made the second.

Council Member Cheatwood clarified the Council needed to accept the Tentative Budget but was not approving anything that evening. Mayor Franco reiterated for the public clarification that this was the Tentative Budget and the final budget would be presented for adoption in June.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

Later in the meeting, City Attorney Jeremy Cook explained that the City must adopt the Tentative Budget in order to establish the date for the public hearing for final budget adoption.

Motion: Council Member Barney moved to adopt the tentative budget.

Second: Council Member Phillips seconded the motion.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

2. Public Hearing for Harvest Village Public Infrastructure District (PID) No 1 and No 2 (Tony Kohler, Community Development Director) - 30 min

Community Development Director Tony Kohler defined the creation of a Public Infrastructure District (PID) as a mechanism to assist developments with infrastructure costs while providing public benefits. A PID could be established by 100% of the voters in the area or 100% of the property owners. In this case, it was established by 100% of the property owners. He described the areas of the two proposed PIDs and shared the development plan as shown in the attached meeting presentation. A PID would place an additional tax on the purchasers of homes within the PID boundary. Mr. Kohler listed the next steps in the PID creation process.

Mayor Franco opened the Public Hearing at 10:14 p.m.

Jami Hewlett claimed there was a lawsuit currently ongoing regarding PIDs, stating that PIDs were unconstitutional because they allowed taxation without representation. She felt the decision should be placed on hold until the Utah Supreme Court figured out if PIDs were unconstitutional. She explained that a PID allowed a developer to borrow money for infrastructure and tax new homeowners to pay the loan back. She claimed there were a lot of homes in foreclosure and did not know if the PID would ever get paid back.

Ms. Hewlett said the main point was that the new homeowners were charged an extra tax and did not get to decide what they wanted so it was being challenged as unconstitutional because it was taxation without representation. She felt the City would get a lot of lawsuits and she did not want to see taxpayer dollars spent on lawsuits.

Joey Barney felt the PID gave too much control and power to the developers and thought the infrastructure should be under the power of the City. He referred to Utah State Code 10-6-113 regarding the requirements for the adoption of the Tentative Budget.

With no one further coming forward to comment, the hearing was closed at 10:18 p.m.

3. Valley Hills Drive (near City Cemetery) Pressurized Irrigation (PI) Line Extension (Matt Brower, City Manager) - *10 min*

Mr. Brower reminded the Council that the City had agreed to allow the homes adjacent to the cemetery to use and landscape City land in an easement area behind their homes. He asked Council to decide between the following options:

- a. pay a private contractor to install the irrigation line now
- b. wait until fall when the irrigation line could be installed in-house by the Public Works department at approximately half the cost of outsourcing the project
- c. not install an irrigation line and require the homeowners to connect to their culinary water for irrigation

Bret Anderson, one of the homeowners, was present to represent the residents whose properties were adjoining the cemetery easement property in question. He said there was already an irrigation line and didn't understand why the residents could not use that line.

Council Member Johnston explained there would be an additional cost for the residents to connect to the City's pressurized irrigation system as well as the monthly irrigation bill. Council discussion regarding whether all the affected residents wanted the irrigation line, the benefit to the City for the residents to maintain the landscaping in the area and eradicate the thistles, and that a separate irrigation line was needed.

City Engineer Russ Funk explained that the existing irrigation line was for City use and was metered. The residents would need a new irrigation line installed for their use.

Mr. Brower proposed Council make a motion to approve Public Works installing the irrigation line, contingent upon the decision of the property owners to use that line.

Motion: Council Member Phillips moved to approve Public Works installing the irrigation line, contingent upon the decision of the property owners to use that line.

Second: Council Member Cheatwood made the second.

Discussion: Council Member Johnston felt it might be burdensome for the property owner adjacent to the largest section of land to maintain so much land and expressed concern about whether the property owner would want to do so.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

Motion: Council Member Barney moved to extend the meeting until 11:15 p.m.

Second: Council Member Ostergaard made the second.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

4. Second Amendment to the MDA (Master Development Agreement) for the Upper Jordanelle Master Planned Community - Update to the Transportation Plan (Russ Funk, City Engineer) - *15 min*

City Engineer Russ Funk reviewed the proposed amendment to the Master Development Agreement for the Upper Jordanelle Master Planned Community as outlined in the attached Staff Report, including images of the new plan versus the original plan. He listed the proposed changes to the language in the agreement:

- section C stated that new intersections connecting to US-40 and SR-32 would be built according to build-out requirements identified in the TIS (traffic impact study) submitted by the developer and shall have future needed lanes striped out as needed.
- strike section D
- section E read: Developer shall provide a paved trail (8 feet minimum) along all Major Collector and Mountain Collector routes, which trail shall be built at the same time as the roads. Trail widths shall be wider if required by the Trails Master Plan.

Mayor Franco requested that Mr. Funk meet with POSTT (Parks, Open Space, Trails, and Trees) committee to review the trails language and ask if POSTT wanted additional changes.

- section F read: The grades for all Collector Roads as shown on the Transportation Master Plan shall not exceed 8% (regardless of whether they were initially considered private, City, or County).

Development representative Mike Bradshaw explained that his understanding had always been that the developer agreed to improve Little Pole Road as a fire access only. He said the developer had committed to the existing residents there that they would not send traffic that way. Council discussion regarding the dedicated right-of-way expectation outlined in section G of the agreement followed.

- it was determined that section G would require a fire access road and right-of-way dedication to the City
- section J: The Collector Loop shall be operated and maintained by the Developer with public access until it is connected to the Wasatch County road through Benloch Ranch. At the time the road is connected, it shall be turned over and dedicated to the City.
- section K was changed from "every year" to "every two years" for the striping requirement.

Motion: Council Member Phillips made the motion to approve the agreement with the proposed changes listed.

Second: Council Member Barney made the second.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

X. COMMUNICATION:

There were no communication items shared.

XI. CLOSED MEETING:

Motion: Council Member Phillips moved to enter Closed Meeting and to extend the meeting to 11:45 p.m.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

The Council entered a Closed Meeting at 11:25 p.m.

City Council Present:

Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present:

City Manager Matt Brower
Finance Director Sara Jane Nagel
City Attorney Jeremy Cook
City Recorder Trina Cooke

1. The purchase, exchange, or lease of real property

Motion: Council Member Barney moved to exit the Closed Meeting and to adjourn the Regular Meeting.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

XII. ADJOURNMENT:

The meeting adjourned at 12:00 midnight.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 6/3/2025

SUBJECT: Authorization to Commence work on HVAC replacement for Heber City Social Hall (TVT Building)

RESPONSIBLE: Matt Brower

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

The heating and air conditioning system in the Social Hall building has come to the end of its useful life. Steve Simpson, our facilities maintenance manager, is indicating the system was installed sometime in the 1980's, is on the fritz and parts are no longer available. Trudi Harter, Executive Director of TVT, has requested the City, as the landlord of the building, replace the system before summer heat arrives, as TVT has numerous rehearsals and several shows in the building this summer and the building gets extremely warm and can cause health concerns for occupants.

Staff has received three (3) quotes to replace the heating and air conditioning system. The cheapest quote is \$84,041.00 from Clyde HVAC LLC. Staff intends to use an exemption included in section 3.14.060 of the City's procurement policy to exempt the purchase of the new HVAC system from a formal bidding process, which would likely take 60 plus days to complete.

The question at hand is whether the Council is willing to allow work to replace the TVT HVAC system to commence immediately and to include this unanticipated cost in the year-end budget amendment that will come before you on June 17th.

RECOMMENDATION

Consent to allowing work to replace the HVAC system to commence immediately and include the cost in the year-end FY '25 budget amendment.

BACKGROUND

The heating and air conditioning system in the Social Hall building has come to the end of its useful life. Steve Simpson, our facilities' maintenance manager, is indicating the system was installed

sometime in the 1980's, is on the fritz and parts are no longer available. Trudi Harter, Executive Director of TVT, has requested the City, as the landlord of the building, replace the system before summer heat arrives, as TVT has numerous rehearsals and several shows in the building this summer and the building gets extremely warm and can cause health concerns for occupants.

Three informal quotes have been received for replacing the HVAC system. The quotes are attached to this staff report. The City Manager intends to utilize an exemption found in section 3.14.060 of the City's procurement policy to utilize the low informal quote for completing the work. The criteria for exempting this purchase from formal bidding is found in subsection C: "Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner." Due to

DISCUSSION

The Social Hall HVAC system is nearly 40 years old and in need of immediate replacement. The temperatures in the Hall can get extremely warm during the summer months. Without the new HVAC system, summer programming may have to be scaled back considerably or potentially eliminated.

FISCAL IMPACT

Low quote total was in the amount of \$84,041.00. This bid was submitted by Clyded HVAC LLC.

CONCLUSION

Heber City is the owner and leaser of the Social Hall building. TVT is the current tenant. The building's HVAC system is old, unreliable and in need of replacement. Informal quotes were solicited with the low quote summing to \$84,041.00. Staff intends to use an exemption included in section 3.14.060 of the City's procurement policy to exempt the purchase of the new HVAC system from a formal bidding process, which would likely take 60 plus days to complete. TVT has intensive summer programming and a new HVAC system is critical for continuing the summer programming and minimizing health issues due to over heating.

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. Est_1243_from_Clyde_HVAC_LLC_25976
2. K and D Mechanical Bid for theatre
3. Authority bid for Theatre

Clyde HVAC LLC

376 West 3000 South
Heber City, Utah 84032

435-671-0808
clydehvacinc@gmail.com

Estimate

Date	Estimate #
5/29/2025	1243

Name / Address
Heber City Corporation 75 North Main Heber City, Utah 84032

			Project
			Heber Valley Thea...
Description	Qty	Rate	Total
2 - Carrier furnaces, Coils and ACs		53,869.00	53,869.00
Time and Material Change out existing furnace		18,584.00	18,584.00
Replace with Carrier 80% furnace Add coil and AC			
Time and material Install Carrier mini-split in box office		9,088.00	9,088.00
Time and Material Tear out existing unit heaters		2,500.00	2,500.00
		Total	\$84,041.00

ESTIMATE

K And D Mechanical LLC
13244 south 6200 west
Herriman, UT 84096

info@kanddmechanical.com
+1 (801) 462-6188



K&D MECHANICAL

Bill to
Trudy Harter

*K&D Mechanical
estimate for
entire building
includes
ductwork*

Estimate details

Estimate no.: 1116
Estimate date: 07/25/2024
Expiration date: 04/30/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Furnace and Ac	Change out existing furnace and add AC - Trane brand equipment (10 year parts warranty) - 80% 5 ton down flow furnace - 5 ton ac - add vent into kitchen area	1	\$11,320.00	\$11,320.00
2.		Furnace, Ac, and full duct system	Adding system from scratch Furnaces to be set upright in storage room Location of outdoor units has not been determined - Trane brand equipment (10 year parts warranty) - 95% 100k BTU furnace with 5 ton drive - 13.2 seer 5 ton ac - Matching coil - Exposed Spiral duct system (Installing the equipment and not installing any spiral duct would decrease the cost of each system by \$6800. A minimal amount of duct would be attached to the furnace to drive air into the main hall in the event that you do not want to include the spiral duct)	2	\$23,400.00	\$46,800.00
3.		Mitsubishi Mini Split	Add split unit for office area Locations to be determined 12 year parts warranty	1	\$6,300.00	\$6,300.00

West Side
Main Hall

*If Not adding the ductwork
\$ 46,800.00
- 13,600.00
\$ 33,200 total*

Box Office

③

Authority
Heating
entire estimate
minus all
ductwork

Timp. Theatre pricing Breakdown

From: Cody Cryer (cody@authorityheating.com)

To: tgharter@aol.com

Date: Monday, February 17, 2025 at 11:25 AM MST

Mini split for box office
\$9,491

Furnace swap with AC add and duct on for west side
\$13,829

Suspended furnaces without Spiral Ducting Including demo of existing hanging heaters
\$40,796

1. Box Office
2. West side HVAC
3. Main Hall - no ductwork

(3 components
broken down
in estimate)

Cody Cryer
Commercial Project Manager
Cell: (318) 737-8849
Office: (801) 341-1584

Hello, this is your estimate

JOB ID
762593

Location: 90 North 100 West, Heber City, UT, 84032

Timpanogos Theatre

Your Price
\$89,696.00

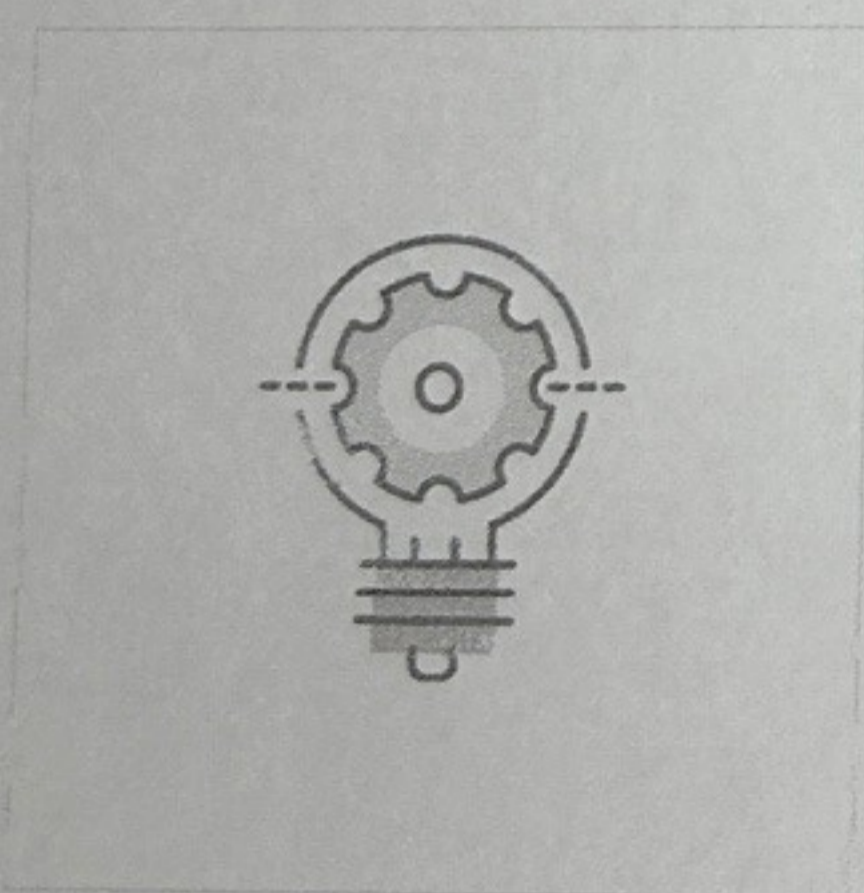
Authority Heating -
entire estimate includes All ductwork

Accept Estimate

Summary

Installation of (3) 4 ton systems including duct work
Installation of (1) 12,000 BTU Minisplit
Removal of existing Lennox...

plus removal of existing heaters in hall (4) + riser boxes to extend heaters a loft.



Custom Item

Your Price
\$89,696.00

This estimate includes:
Removal of (1) Lennox furnace
Installation of riser box for (1)...

[View More](#)

Subtotal \$89,696.00

Tax \$0.00

Total **\$89,696.00**

Authority Heating
entire estimate
minus all
ductwork

Timp. Theatre pricing Breakdown

From: Cody Cryer (cody@authorityheating.com)

To: tgharter@aol.com

Date: Monday, February 17, 2025 at 11:25 AM MST

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Suspended furnaces without Spiral Ducting Including demo of existing hanging heaters
\$40,796

- 1. Box Office
- 2. West side HVAC
- 3. Main Hall- no ductwork

(3 components broken down in estimate)

Cody Cryer
Commercial Project Manager
Cell: (318) 737-8849
Office: (801) 341-1584



Heber City Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Cemetery Columbarium Water Fountains
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: N/A

SUMMARY

The Columbarium project currently under construction at the Heber City Cemetery includes a large courtyard encompassing two water fountains. The fountains are located on each side of the access path to the cemetery administration building. Although the general contractor's scope of work included extending the plumbing for the fountains, it does not include the purchase and installation of fountains.

The purpose of this agenda item is to 1) determine council's willingness to install the fountains in conjunction with the completion of the project; and 2) include the cost of purchase and installation of the fountains as a budget amendment in the FY '25 budget.

RECOMMENDATION

Staff recommends Council approve the installation of the fountains and include the cost in a year-end FY '25 budget amendment.

BACKGROUND

Staff was asked to provide more information on the proposed columbarium fountains. The picture on the right shows the location of the two fountains in the courtyard. The intent of the fountains is to add aesthetic enhancement, symbolic representation, and fostering a contemplative atmosphere. They add beauty to the landscape, symbolizing life and remembrance. The water fountain that has been specked is a three-tier fountain, as shown in the picture to the left.



Representatives of the project's general contractor provided the following overview of their research pertaining to the quality of the fountains...

"We just got off the phone with the fabricators for the water fountains. Very impressive company. They have been in business for 50 plus years. The Massarellis family is originally from Italy and has been making these for many years, they are made in New Jersey. The units are self contained. Pump and power is in the center of the fountain. During the off months they highly recommend covering the fountains and the winterization is easy in terms of just draining the water out and removing the pump.

They were telling us that they just did an order for a cemetery in New York that purchased 3 of these for their project. The material is a cast stone concrete - very durable. The inner liner is a fiberglass tub that the water is contained in. The "Chanticleer 3 Tier" fountain is their most popular fountain that has been made for many many years with very limited design changes and issues. This particular fountain is the one that we recommend.

Talked to them about their lead times and it does take a month to get them here once the order is approved and finalized. "

DISCUSSION

The decision at hand is to determine whether the fountains should be installed now, in conjunction with the completion of the project, or at a later time. The plumbing has been installed to both fountain sites, so installation could take place at any time. The project contractor, Jardine Malaska, is well-equipped to install the fountains. If installed at a later time, City staff or arrangements with another contractor would have to be made.

FISCAL IMPACT

The cost of the fountains is \$7,199.00 x 2 = \$14,398. The cost to install the fountains should be available before Tuesday's council meeting. The cost to purchase and install the fountains would have to be included in the proposed year-end FY '25 budget amendment which council will address on June 17, 2025.

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: 6/3/2025
SUBJECT: Annual Ethical Behavior Policy and Annual Ethical Behavior Pledge Form
RESPONSIBLE: Sara Nagel, Trina Cooke
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

To follow Utah State Auditor's recommendation with the Fraud Risk Assessment and support the City's ongoing commitment to ethical governance, staff recommends formal City Council approval of the Ethical Behavior Policy and the annual Ethical Behavior Pledge. This pledge will be signed by all employees and elected officials each year and will qualify the City for full credit on Question 4 of the State's fraud risk scoring tool.

RECOMMENDATION

Approve the Ethical Behavior Policy and the implementation of an annual Ethical Behavior Pledge for all City employees and elected officials. The policy and the pledge were drafted from templates obtained from the State Auditor's website. This policy will be enforced each fiscal year beginning in Fiscal Year 2025.

BACKGROUND

Heber City currently outlines ethical expectations in Section 1.6 of its Personnel Policy, "Employee Code of Ethics", which employees are required to acknowledge upon hire. Additionally, staff complete periodic ethics training. However, the State Auditor's Office requires an annual written commitment from all elected officials and employees to earn full points in the Fraud Risk Assessment.

DISCUSSION

The Utah State Auditor's Fraud Risk Assessment includes a specific question awarding 20 points if:

"Employees and elected officials are required to annually commit in writing to abide by a statement of ethical behavior."

Although Heber City already promotes strong ethical standards through its personnel policy and training, this additional step, a formal, signed pledge, is necessary to align with the State's best practices.

The proposed pledge includes key ethical principles such as:

- Prohibition of misuse of official position
- Avoidance of gifts or loans
- Confidentiality of privileged information
- Disclosure of conflicts of interest
- Non-misuse of City resources
- Adherence to equal treatment and lawful conduct

Staff proposes that Council approve the use of the Ethical Behavior Policy and Ethical Behavior Pledge Form affirming each individual's responsibility for ethical conduct and compliance with relevant laws (see attached). If approved tonight, Staff anticipates updating Section 1.6 of the Personnel Policy at a later date to reflect the State's policy.

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

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Alternative 4 - Denial

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

ACCOUNTABILITY

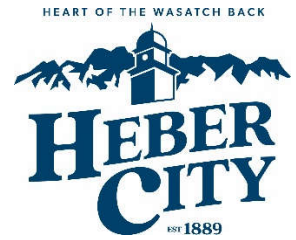
Department: Administrative
Staff member: Sara Nagel, Finance Manager
Trina Cooke, City Recorder

EXHIBITS

1. Heber City Ethical Behavior Policy
2. Heber City Ethical Behavior Pledge Form
3. Fraud-Risk-Assessment-Questionnaire_Revised-December-2020



Ethical Behavior Policy



Employee Code of Ethics

Prohibited Conduct

No current employee or officer, as specified, shall:

1. Disqualification from Acting on Heber City Business.
 - a. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 - b. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 - c. Fail to disqualify him or herself from acting on any transaction which involves Heber City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 - d. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Heber City or any City agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Heber City or City agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
2. Improper Use of Official Position.
 - a. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Heber City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
 - b. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any Heber City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
 - c. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the City; provided

that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;

- d. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Heber City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
3. Accept Gifts or Loans.
- a. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - i. Unsolicited flowers, plants, and floral arrangements;
 - ii. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - iii. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - iv. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - v. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
 - vi. Information material, publications, or subscriptions related to the recipient's performance of official duties;
 - vii. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - viii. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
 - ix. Travel costs, lodging, and tuition costs associated with Heber City sanctioned training or education when not provided by a private entity under contract with the City;
 - x. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - xi. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
 - xii. Campaign contributions; and
 - xiii. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

4. Disclose Privileged Information.

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

5. Financial or Beneficial Interest in Transactions.

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Heber City. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Heber City.

6. Nepotism.

a. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

7. Misuse of Public Resources or Property.

a. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

8. Outside Employment.

a. Retain secondary employment outside of Heber City employment, which, as determined by the Heber City Council, and according to Utah Administrative Code R477-9-2:

- i. Interferes with an employee's performance.
- ii. Conflicts with the interests of Heber City or the State of Utah.
- iii. Gives reason for criticism or suspicion of conflicting interests or duties.

9. Political Activity.

a. Except as otherwise provided by law:

- i. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Heber City may not provide a basis for denying employment to the applicant.
- ii. A Heber City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
- iii. A Heber City employee may not engage in political campaigning or solicit political contributions during hours of employment.
- iv. A Heber City officer or employee may not use Heber City equipment while engaged in campaigning or other political activity.
- v. A Heber City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.

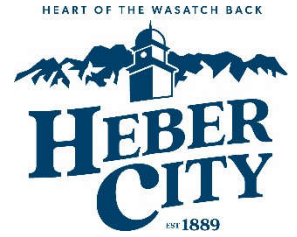
- vi. A Heber City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
 - b. A Heber City employee who has filed a declaration of candidacy may:
 - i. be given a leave of absence for the period between the primary election and the general election; and
 - ii. Use any vacation or other leave available to engage in campaign activities.
 - c. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
 - d. Nothing in this chapter shall be construed to:
 - i. prohibit a Heber City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - ii. Permit a Heber City officer or employee partisan political activity that is prohibited under federal law.
 - e. No Heber City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Heber City property.
 - f. No Heber City officer or employee shall promise any appointment to any position with Heber City as a reward for any political activity.
 - g. A Heber City employee who is elected to an office with Heber City shall terminate Heber City employment prior to being sworn into the elected office.
10. Fair and Equal Treatment.
- a. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
 - b. No Heber City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
11. Prohibited Conduct After Leaving Heber City:
- a. No former employee shall, during the period of one (1) year after leaving Heber City office or employment:
 - i. Disclose or use any privileged or proprietary information gained by reason of his/her Heber City employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - ii. Assist any person in proceedings involving an agency of Heber City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;

- iii. Represent any person as an advocate in any matter in which the former employee was officially involved while a Heber City employee;
- iv. Participate as a competitor in any competitive selection process for a City contract in which he or she assisted the Heber City in determining the project or work to be done or the process to be used.



OFFICE OF THE
STATE AUDITOR

Ethical Behavior Pledge Form



Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Heber City:

I, _____ am the duly elected/appointed
_____ of Heber City.

I pledge to adhere to the code of ethics as approved by the Heber City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and City ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Heber City code of ethics.

Name/Title _____



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: ____/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?		200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?		5
b. Procurement?		5
c. Ethical behavior?		5
d. Reporting fraud and abuse?		5
e. Travel?		5
f. Credit/Purchasing cards (where applicable)?		5
g. Personal use of entity assets?		5
h. IT and computer security?		5
i. Cash receipting and deposits?		5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?		10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?		20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Heber City Corporation

*Completed for Fiscal Year Ending: _____ *Completion Date: _____

*CAO Name: _____ *CFO Name: _____

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



Heber City Council Staff Report

MEETING DATE: 6/3/2025
SUBJECT: Ordinance 2025-05 Text Amendment: Body Art Facilities
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The proposed text amendment is intended to permit Body Art Facilities within Heber City. Currently, tattoo services are explicitly prohibited, and no adequate definition for such uses exists in the City's zoning ordinance. This amendment introduces a formal definition for 'Body Art Facilities' and specifies the zoning districts in which they would be allowed.

Policy Question

Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits.

Planning Commission

The Heber City Planning Commission held a public hearing and forwarded a positive recommendation to the City Council on May 13th 2025. The Planning Commission added no additional conditions or changes.

RECOMMENDATION

Staff recommends approval of the proposed text amendment, subject to any conditions the City Council deems appropriate.

BACKGROUND

Earlier this year, business owners approached staff to apply for a business license to operate a body art facility. During the review process, staff discovered that "tattoo" services are currently prohibited in all commercial zones, and no provision exists for such uses in any other zoning district. In response to this regulatory gap, staff was directed to explore a solution by preparing a text amendment that would allow for the operation of body art facilities within specified zones.

Staff introduced the issue to the Planning Commission on March 25, 2025. Following discussion, the

Commission directed staff to return with a proposed amendment permitting body art facilities within Heber City. The proposed text amendment accomplishes two key objectives: (1) it establishes a new definition for "Body Art Facilities," modeled primarily on relevant state code, and (2) it permits such facilities as a use in all commercial and industrial zones, as well as within the Business/Medical Park (BMP) Zone.

DISCUSSION

Staff has conducted thorough research to address the issue of body art facilities within the city. Under the current code, 'tattoo' services are explicitly prohibited in commercial zones, and the term 'tattoo' is not adequately defined. According to state code, the term can encompass a variety of services already provided in salons across the city, such as permanent makeup and micro-blading, both of which are classified as 'Body Art.' While it was previously assumed that tattoo services were permitted in the Sexually Oriented Business Overlay Zone, this assumption was incorrect, as body art facilities would not be permitted in that zone. As it stands, body art facilities are prohibited citywide. Following guidance from the City Attorney and the Development Services Director, staff has been directed to rectify this issue and identify appropriate zones for the establishment of body art facilities. At the time of this report one Body Art Facility within Heber City limits has a business license. Trigger Happy Tattoo received their business license in 2017 before the commercial zone was changed.

This text amendment rectifies this issue in two ways:

1. Adopting a New Definition of "Body Art"

- In alignment with state code, staff has drafted the following definition of "Body Art" for adoption:

18.08.041 Body Art Facilities

A "Body Art Facility" or "Facilities" means a facility where an individual practices or instructs the following:

- (a) Body piercing
- (b) Permanent cosmetics
- (c) Microblading
- (d) Tattooing

However, it does not include:

- (a) Branding
- (b) Scarification

Definitions:

- **"Microblading"** means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

- **"Permanent cosmetics"** refers to a permanent or semi-permanent tattoo applied to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation.
-

2. Amending the Code to Permit Body Art Facilities in the Following Zones:

- C-2, C-3, & C-4
- I-1 & I-2
- Business/Medical Park Zone

Noticing Requirements:

This Legislative Item requires a notification for all residents in all zones mentioned above. Notifications have been sent to all residences and businesses in the zones mentioned by the 10 day notification requirement. In addition, the Public Hearing was notified on the Heber City website as well as the Public Publishing notification website, as well as posted in more than the required eight different businesses around the Wasatch County area.

Staff Findings:

1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
3. Planning Commission held a public hearing on May 13th, 2025 and forwarded a positive recommendation.
4. All noticing requirements have been met.

Conditions:

1. Any conditions that the City Council may feel are appropriate.

FISCAL IMPACT

N/A

CONCLUSION

In conclusion, the proposed text amendment is intended to address the current lack of a clear definition and the prohibition of Body Art Facilities within Heber City. The amendment introduces a formal definition of "Body Art Facilities," aligned with state code, and designates the zones where these facilities would be permitted, including all commercial and industrial zones, as well as the

Business/Medical Park Zone. The amendment aims to provide clarity in the permitting process and allow for the establishment of Body Art Facilities in areas where such uses are deemed appropriate. Staff recommends approval of the proposed amendment, subject to any conditions the City Council may consider appropriate. The proposed changes aim to address existing regulatory gaps while maintaining compatibility with existing land uses in the designated zones.

Policy Question

Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits?

Staff Findings:

1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
3. Planning Commission held a public hearing on May 13th, 2025 and forwarded a positive recommendation.
4. All noticing requirements have been met.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. Body Art Facilities Text Amendment - City Council
2. Ordinance 2025-05 Body Art Facilities FINAL



Body Art Facilities

Work Meeting

Date 6/3/2025



Background

- The applicant approached Staff to receive a business license for a Body Art Establishment within City limits. “Tattoo” is expressly prohibited in all Commercial Zones.
- The applicant expressed a desire to see this changed as many tattoo artists are already operating in Heber City.
 - *Currently only one (1) active business license for a Body Art Facility exists in Heber City: Trigger Happy Tattoo, license received in 2017 before code change.*
- City Council and the Planning Commission expressed interest to learn more and find a possible solution.
- Today Staff is presenting a draft ordinance as a possible solution for consideration.
- The Planning Commission forwarded a positive recommendation after holding a public hearing on May 13th 2025.
- **Policy Question:**
 - *Should Heber City adopt a new ordinance updating the definition of Body Art Facilities and permitting such facilities in multiple zones within city limits?*

Current Status of Body Art Facilities

- Body Art Facilities are not permitted in any commercial zone per Ordinance Number 2022-26, approved by Council on October 4th, 2022
- Ordinance No. 2022-26 amended all Commercial Zones in the City.
- The language prohibiting tattoo shops reads as follows:

LAND USE	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones

Current Status of Body Art Facilities

- Sexually Oriented Businesses are only permitted in the *I-2 Industrial Zone*
- SOB's are subject to Chapter 18.108 Conditional Uses, Section 18.45.060 Additional Standards & 5.40 Sexually Oriented Businesses
- Chapter 5.40 Sexually Oriented Businesses has a specific list of SOB's and reads as follows:

A. Businesses subject to sexually oriented business licensing are classified as follow:

1. adult arcades;
2. adult bookstores, adult novelty stores, or adult video stores;
3. adult cabarets;
4. adult motion picture theaters;
5. adult theaters;
6. nude model studios;
7. sexual encounter centers; and
8. any combination of classifications set forth in paragraphs (a) through (g) above, each of which shall be separately licensed.



Definitions

- Heber City currently lacks any definition of “tattoo”
- The dictionary defines tattooing or tattoo as *“mark (a person or a part of the body) with an indelible design by inserting pigment into punctures in the skin.”*

LAND USE	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial zones

Staff recommends the Council adjust the definition of tattooing in the Municipal Code

State Code

Body Art Facilities are primarily regulated by the health department and defined as follows in *H.B 403 Body Art Amendments:*

(6) "Body art facility" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) branding;
- (c) permanent cosmetics;
- (d) scarification; or
- (e) tattooing.

(14) "Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

(17) (a) "Permanent cosmetics" means a permanent or semi-permanent tattoo:

- (i) to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or areola repigmentation;

State Code

Health Code Regulations

- This is a heavily regulated industry
- City Code can require that all Tattoo Artists must be licensed by all appropriate agencies and require those licenses at the time the business license is requested.

Examples From Other Cities

Payson City

- Allowed under “Personal Services”
- Personal Services are permitted in General Commercial Zones, Highway Commercial, and Downtown Commercial

Provo City

- Generally prohibited, undergoing code rewrite that will likely result in Body Art Facilities being permitted under Personal Services in commercial zones.

Lehi City

- Body Art Facilities permitted as a part of an approved personal services business.
- Body Art may not compromise more than ten percent of the total business and the Body Art Facility must be located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut.

Midway City

- Prohibited in all zones.

Needed Changes

- Updated definitions
- Designate approved Zones for Body Art Facilities

Proposed Changes

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

But does not include:

- (a) Branding; or
- (b) (b) Scarification

"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

"Permanent cosmetics" means a permanent or semi-permanent tattoo: to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation;

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

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"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

"Permanent cosmetics" means a permanent or semi-permanent tattoo: to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation;

18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo, massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

Proposed Changes

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

But does not include:

- (a) Branding; or
- (b) Scarification

"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

"Permanent cosmetics" means a permanent or semi-permanent tattoo: to the eyebrows, eyelids, lips, or other parts of the body for beauty marks, hair imitation, lash enhancement, or tissue re-pigmentation;

18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo , massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

I-1 Industrial

I-2 Industrial

Business/
Medical
Park

Commercial
Zones

18.44.020 Permitted Primary Uses

Land Uses	I-1	Limitations
Body Art Facilities	P	

18.45.020 Land Use Regulations

Land Uses	Permit Type	Limitations
Body Art Facilities	P	

18.46.030 Permitted and Conditional Uses

Land Use	BMP	Limitations
Body Art Facilities	P	

Comparable Uses

Commercial Zones

- *Retail Shops/Services*
- *Professional offices, Business
Medical/Dental/Optical
Office/Clinics and
Laboratories*

I-1 Industrial

- *Retail Commercial Uses
and Cafes*

I-2 Industrial

- *Retail Commercial Uses
and Cafes*

Business & Medical Park

- *Office, business, medical,
professional or research*
- *Personal Care Services*

Conclusion

- Staff recommends approval based on the findings outlined here:
 1. Staff recommends adopting new language to define Body Art Facilities, aiming to clarify the permitting process and address any confusion caused by the original wording and lack of a definition.
 2. Staff recommends permitting Body Art Facilities in all commercial and industrial zones, as these areas already accommodate a range of compatible uses, including personal and professional services.
 3. The Planning Commission has held a public hearing and forwarded on a positive recommendation.



Body Art Facilities

Work Meeting

Date 6/3/2025



ORDINANCE NO. 2025-05

AN ORDINANCE ADOPTING REGULATIONS FOR BODY ART FACILITES, FOR HEBER CITY.

WHEREAS, Heber City desires to ensure its land use regulations are consistent with evolving business practices and community needs; and

WHEREAS, City staff identified that body art facilities are currently prohibited in all zones within Heber City; and

WHEREAS, the City Attorney has recommended an amendment to the Heber City Municipal Code to address this prohibition; and

WHEREAS, the proposed amendment would permit body art facilities as a permitted use in all Commercial Zones, Industrial Zones and the Medical/Business Park Zone; and

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Sections, 18.28.030 COMMERCIAL ZONES, 18.44.020 I-1 INDUSTRIAL ZONE, 18.45.020 I-2 INDUSTRIAL ZONE and 18.46.030 BUSINESS/MEDICAL PARK ZONE are **AMENDED** and Section 18.08.041 BODY ART FACILITIES is **ADOPTED** as set forth in Exhibit A, attached hereto and incorporated herein.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, and (c) a short summary of it has been published in the Wasatch Wave or a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City but not prior to the _____ day of _____, 2025.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2025, by the following vote:

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

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit A

18.08.041 Body Art Facilities

"Body art facility" or "facilities" means a facility where an individual practices or instructs:

- (a) body piercing;
- (b) permanent cosmetics;
- (c) microblading; or
- (d) tattooing.

But does not include:

- (a) Branding; or
- (b) Scarification

"Microblading" means a procedure where a hand tool with a blade formed of tiny needles implants permanent or semi-permanent pigment, resembling hair, into the skin of the eyebrow area with fine and short strokes.

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18.28.030 Permitted and Conditional Uses

LAND USES	C-2	C-3	C-4	Limitations
Pawn shops, tattoo , massage, smoke and vape shops, cash stores				Prohibited in all commercial Zones
Body Art Facilities	P	P	P	

18.44.020 Permitted Primary Uses

Land Uses	I-1	Limitations
Body Art Facilities	P	

18.45.020 Land Use Regulations

Land Uses	Permit Type	Limitations
Body Art Facilities	P	

18.46.030 Permitted and Conditional Uses

Land Use	BMP	Limitations
Body Art Facilities	P	



Heber City Council Staff Report

MEETING DATE:	6/3/2025
SUBJECT:	Ordinance 2025-13 Text Amendment to Chapter 18.110 Telecommunications
RESPONSIBLE:	Jamie Baron
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

APC is proposing a text amendment to 18.110 Telecommunications to increase the height of Cell Towers and permit monopole throughout the City to improve the cell coverage in the area. The proposed amendment increases the height in non-residential areas, prohibits poles in the down town area of the City, and maintains the stealth requirements.

The Policy Questions are as follows:

1. Should the City increase the height of cell towers in non-residential areas?
2. Should cell towers be restricted in the down town?
3. Does the City support the use of Stealth poles?

RECOMMENDATION

The Planning Commission forwarded a positive recommendation. Staff is recommending approval with the finding and conditions in the conclusion.

BACKGROUND

APC Towers approached the City about a tower site on the south side of town, as their client is looking to increase cellular coverage in this area. During that process, APC raised the issue of the current height limit of 35' as being problematic, as it would only allow for a single provider and would require more poles to serve the growing population. APC initially proposed (see Exhibit 2) a text amendment that would allow cell towers of 120 feet in height in all areas of the City, including residential zones. Additionally, the proposal removed the stealth requirements. Staff has been working with the applicants to refine the amendment as the planning commission recently received considerable public opposition to a 69-foot tower in a residential neighborhood. Staff and the applicant have worked together on the proposed text amendment (exhibit 3), with the applicant

requesting the removal of the stealth requirements.

The Planning Commission held a public hearing on April 8, 2025. During the public hearing, the public raised concerns about health. The Planning Commission asked for additional information regarding health issues from the state or county health department.

DISCUSSION

Height

The current height limit on Cellular towers is 35'. A 35' tower would only allow for a single provider on the pole. By collocating additional providers, the number of poles is reduced. Each provider needs 15.

In researching other municipalities, most range from 60'-100'.

Other Municipalities

Entity	Height Limit	Process	Where
Heber City	35'	Permitted and Conditional Use	All Zones
Spanish Fork	60'	Permitted	Commercial and Industrial
Saratoga Springs	Zone Maximum - 100', depending on size of property.	Permitted	All Zones
Herriman	50' - 100'	Conditional Use	Most Zones
Midway	40' - 60', up to 80' variance	Conditional Use	All Zones
Wasatch County	60' - 100'	Conditional Use	Industrial, Preservation, Mountain, and Highway Services Zones

The Proposed Heights are as follows:

Commercial, Mixed Use, and Industrial Zones								
C2	C3	C4	MURCZ	NVOZ	I1	I2	BMP	IPF
80'	-	80'	65'	35'	80'	80'	65'	65'

Residential, Mountain, and Agricultural Zones							
R1	R2	R3	PC	MCZ	A2	RA1	RA2
35'	35'	35'	35'	35'	65'	35'	35'

Uses

Commercial, Industrial, and Mixed Use Zones Permitted Use Table
P – Permitted, N – Not Permitted (Prohibited), C – Conditional Use

Telecom Uses	C-2	C-3	C-4	MURCZ	NVOZ	I-1	I-2	BMP	IPF	Limitations
Monopoles	C*	N	C*	C	C	P	P	C	C	Must use stealth when a conditional use. *Not permitted between 500 North and 600 South, and 600 West and 600 East
Lattice Tower	N	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	N	
Freestanding - Other	N	N	N	N	N	N	N	N	N	
Roof Mounted	C	C	C	C	C	P	P	P	P	Antenna not to exceed 5' in height when conditional
Wall Mounted	C	N	C	C	C	P	P	C	C	
Stealth Antenna	C	N	C	C	C	P	P	C	C	
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility
Eligible Facilities Modification	P	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC

Residential and Agricultural Zones Permitted Use Table
P – Permitted, N – Not Permitted (Prohibited), C – Conditional Use

Telecom Uses	R-1	R-2	R-3	PC	MCZ	A-2	RA-1	RA-2	Limitations
Monopoles	C	C	C	C	C	C	C	C	Must use stealth and be located on government land or private with non-residential uses
Lattice Tower	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	
Freestanding - Other	N	N	N	N	N	N	N	N	
Roof Mounted	N	N	N	N	N	N	N	N	
Wall Mounted	N	N	N	N	N	N	N	N	

Stealth Antenna	C	C	C	C	C	C	C	C	Must be located on government land or private land with non-residential uses
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility
Eligible Facilities Modification	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC

Stealth

The City amended the code in 2022 to add stealth requirements to cellular towers. APC is requesting to remove the stealth tower requirements, claiming that the stealth causes the tower to be more noticeable than the regular tower, as well as that some types of stealth reduce the effectiveness of the Cell Towers.

Process

Text Amendments require a mailed summary of the text change to all property owners within the zones the amendment affects. Notices were mailed to all property owners in the C2, C-3, C-4, MURCZ, I-1, I-2, BMP, IPF, MCZ, A2 Zones.

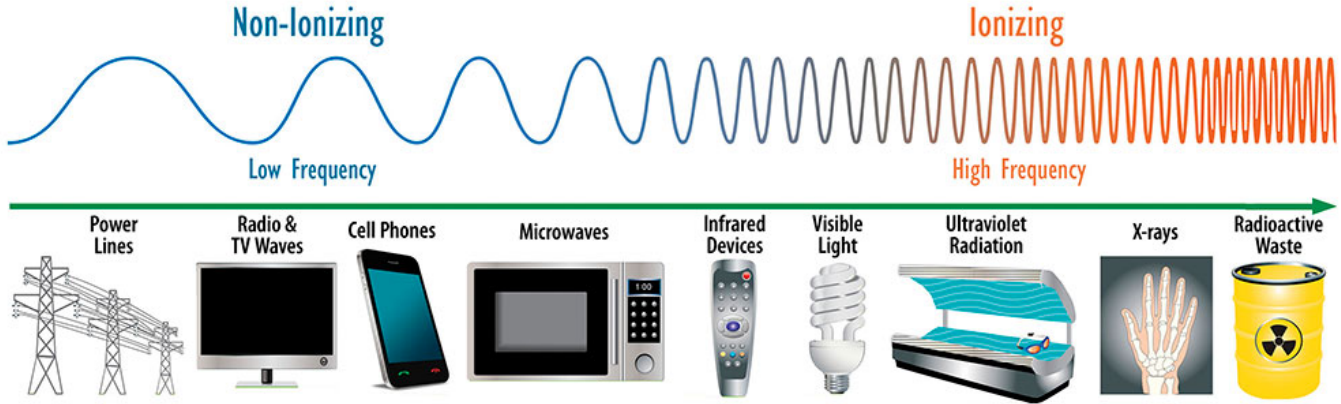
Health Concerns

Staff was able to find information from the Utah Department of Environmental Quality from the Division of Waste Management and Radiation Control. See link below.

[https://deq.utah.gov/waste-management-and-radiation-control/non-ionizing-radiation#:~:text=To%20date%2C%20the%20National%20Cancer,\(801\)%20536%2D0200.](https://deq.utah.gov/waste-management-and-radiation-control/non-ionizing-radiation#:~:text=To%20date%2C%20the%20National%20Cancer,(801)%20536%2D0200.)

The site references national organizations and makes the finding that there is not enough evidence that would warrant additional regulation by the state and that the National Cancer Institute found that "no consistent evidence for an association between any source of non-ionizing EMF and cancer has been found."

Electromagnetic Spectrum



Additionally, the FCC does regulate Radio Frequency at a national level. The FCC has issued statements on health issues. See attached RF Safety FAQ.

FISCAL IMPACT

N/A

CONCLUSION

ACP Towers is requesting a text amendment to allow for taller cell towers. The amendment only amends the height in the commercial, industrial, and mixed use zones. This item has been noticed as a public hearing. Staff is recommending the approve the ordinance with the following findings and conditions:

Findings

1. The Planning Commission held a public hearing on April 8, 2025.
2. The Planning Commission forwarded a positive recommendation on April 22, 2025.
3. The text amendment allows for additional cellular service to support the community, while preserving residential areas.

Conditions

1. Any conditions or changes by the City Council _____.

ALTERNATIVES

Staff Recommended Option - Approval

75 N Main Street
Heber City, UT 84032

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

heberut.gov

I move to **approve** Ordinance 2025-11 as presented, with the findings and conditions as presented in the conclusion of the staff report.

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. UT-1863 - Text Amendment
2. Zoning Covg Template - SL03641D RAD Diff - v3
3. Ord 2025-13 Cell Tower Height
4. 18.110 Staff Recommendations
5. RF Safety FAQ
6. 2025-04-21 APC Towers Letter

Proposed Changes to Heber City's Code

Heber City Public Hearing
4/8/2025

 APC Towers

*Existing APC Towers
Telecommunications
Facility in West
Jordan, UT

What Are We Proposing?

- APC Towers is working with T-Mobile to build a new telecommunications facility in Heber City, UT
- The telecommunications facility would improve cell signal on the south side of Heber City and will allow for other carriers to collocate
- Currently, Heber City's zoning code only allows for 35' tall telecommunications facilities in all zones and has language saying that all telecommunications facilities must be stealth
- APC Towers proposes the following changes to the zoning code:
 - Allow for taller telecommunications facility heights (120' is preferred by APC and T-Mobile) in Commercial Zones
 - Allow for non-stealth telecommunications facilities in Commercial Zones

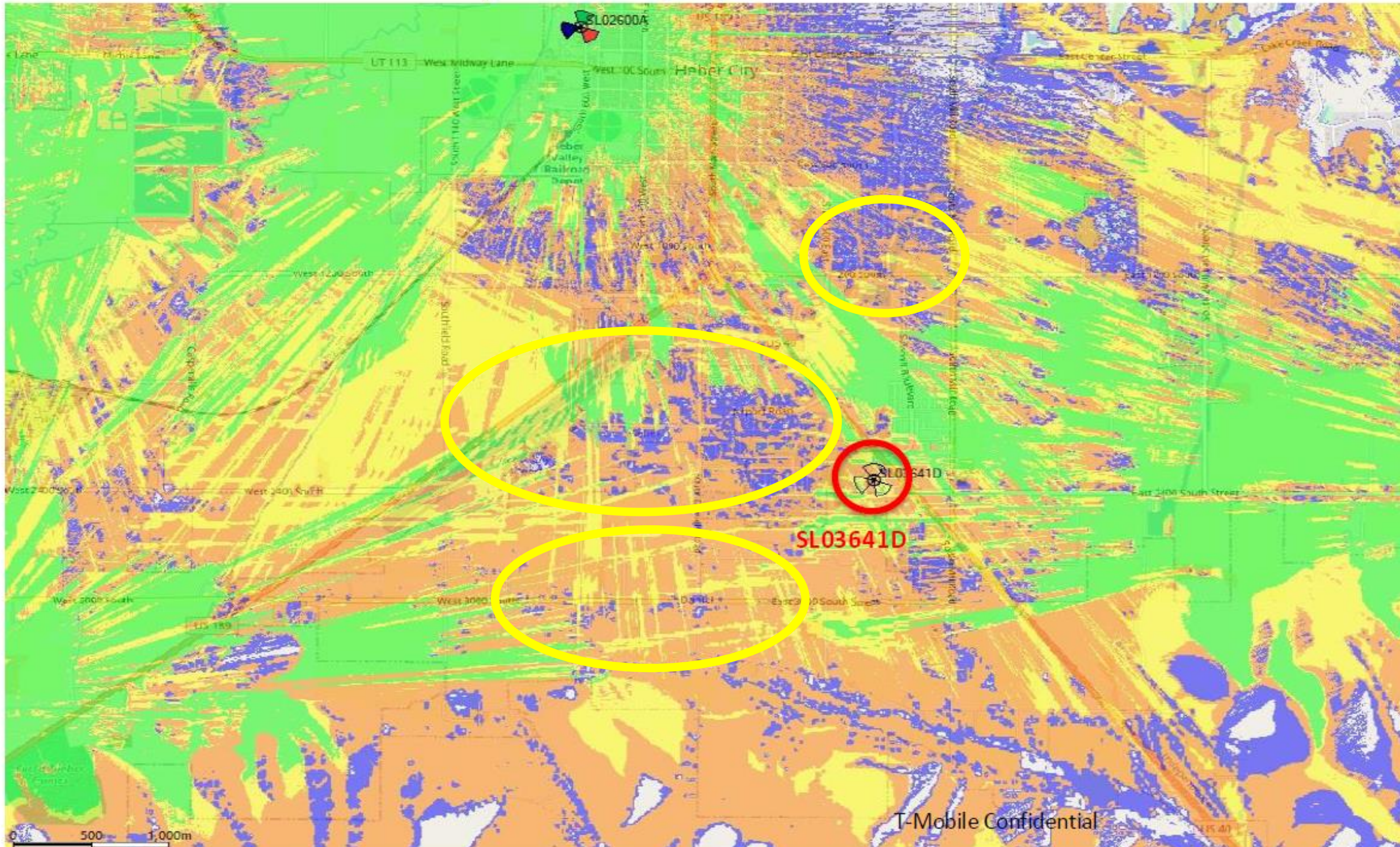
Why Do We Need Taller Telecommunications Facilities?

- The taller the telecommunications facility the further the signal can travel without being blocked by buildings, trees, hills, etc.
- Allows for additional carriers to collocate rather than building their own telecommunications facility
- Reduces the need for additional telecommunications facilities to be built within the same area due to the higher height
- Carriers have stopped supporting development of multiple short telecommunications facilities in areas with strict ordinances that prohibit the regular height facilities. Instead, they will invest in communities that have more business-friendly ordinances and policies that allow them to deploy fewer towers to cover the same areas
- Better coverage and faster data speeds for customers!

Current T-Mobile Coverage in Heber, UT

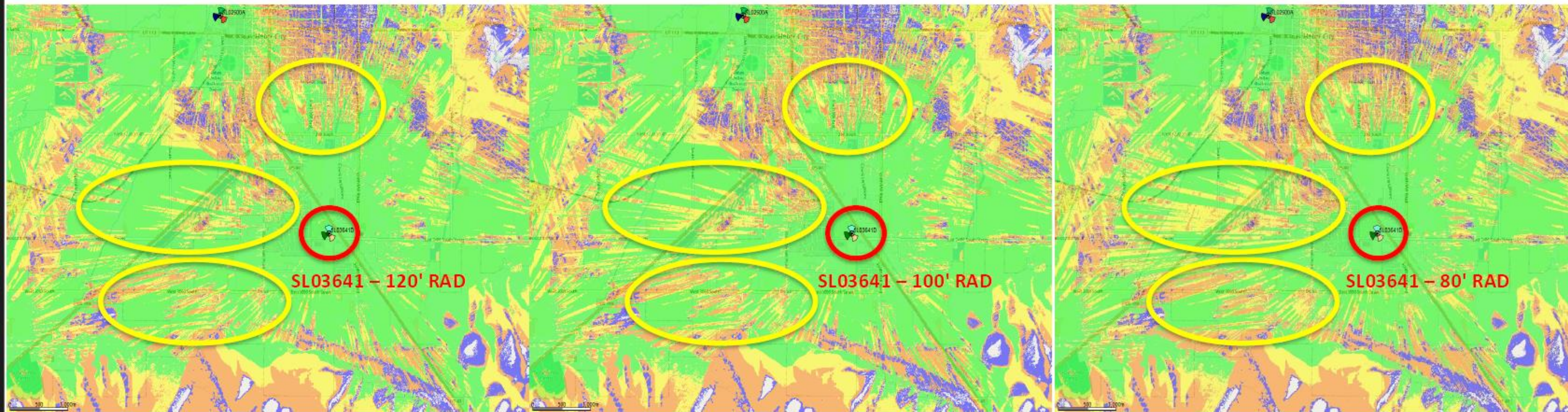
Current coverage without proposed site SL03641D

As the coverage Map shows, in the Blue & Orange areas, Customers experience low/weak signal levels resulting in poor quality calls (garble, sounding like a robot), slow text & SMS messaging, very slow-to-no data speeds. A new site is needed to improve the in-building signal level in this area of Heber, UT



- In-Building Commercial Coverage
- In-Building Residential Coverage
- In-Vehicle Coverage
- Outdoor Coverage

New T-Mobile Coverage showing RAD differences



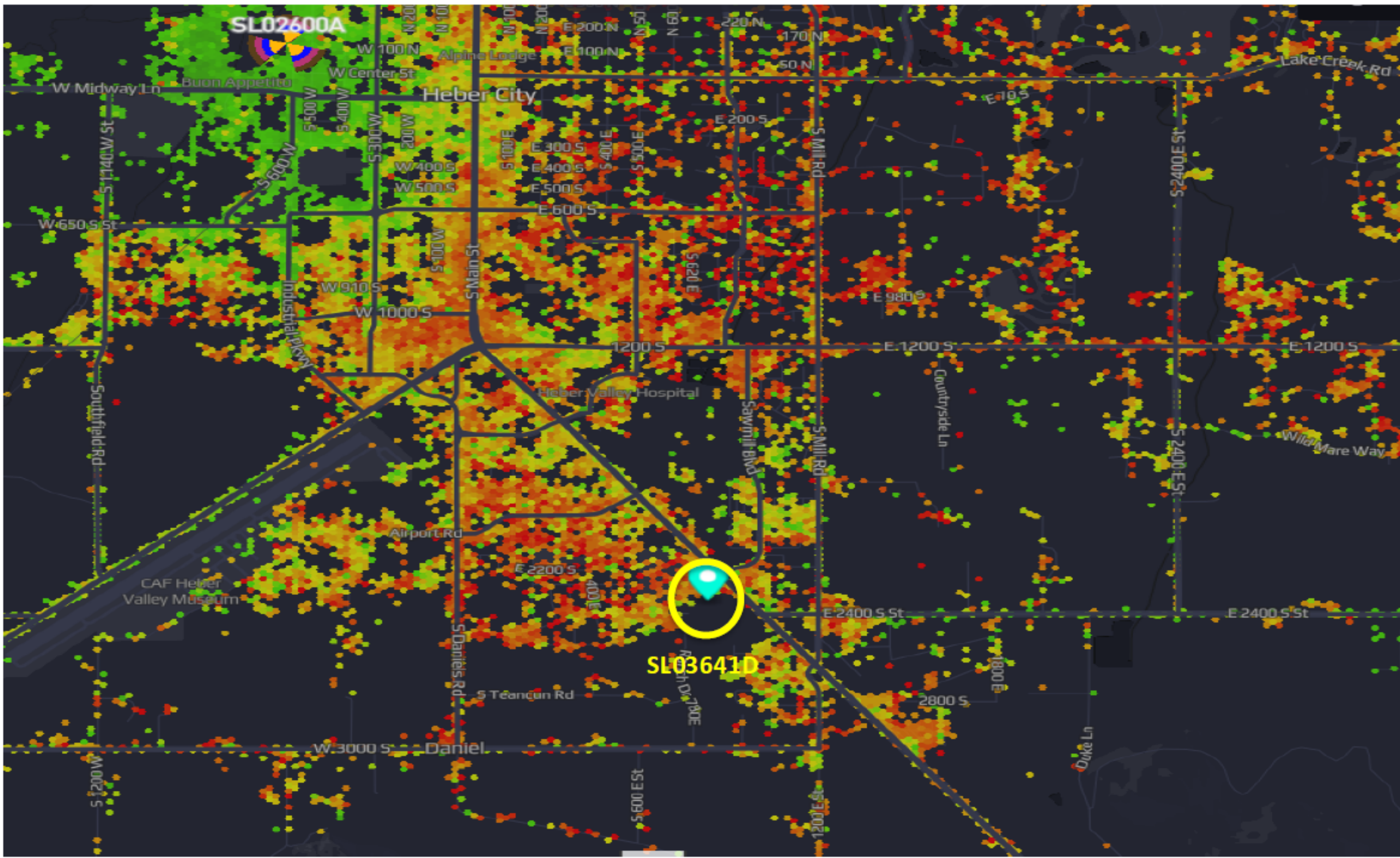
120' RAD will provide In-Building coverage (Green & Yellow) to 1340 more Population and 2.75 sq miles of In-Building level signal than the 80' RAD
120' RAD will provide In-Building coverage (Green & Yellow) to 824 more Population and 1.2 sq miles of In-Building level signal than the 100' RAD

T-Mobile prefers the 120' RAD to cover the most population and sq miles at an in-building signal level within Heber without the need for another site in the southern part of Heber. This will allow more of our customers to make & receive higher quality calls, have faster data speeds and be able to add T-Mobile's Home Internet service.

- In-Building Commercial Coverage
- In-Building Residential Coverage
- In-Vehicle Coverage
- Outdoor Coverage

Current T-Mobile Customer Experience in Heber, UT

Actual Customer Experience in the SL03641D area of Southern Heber

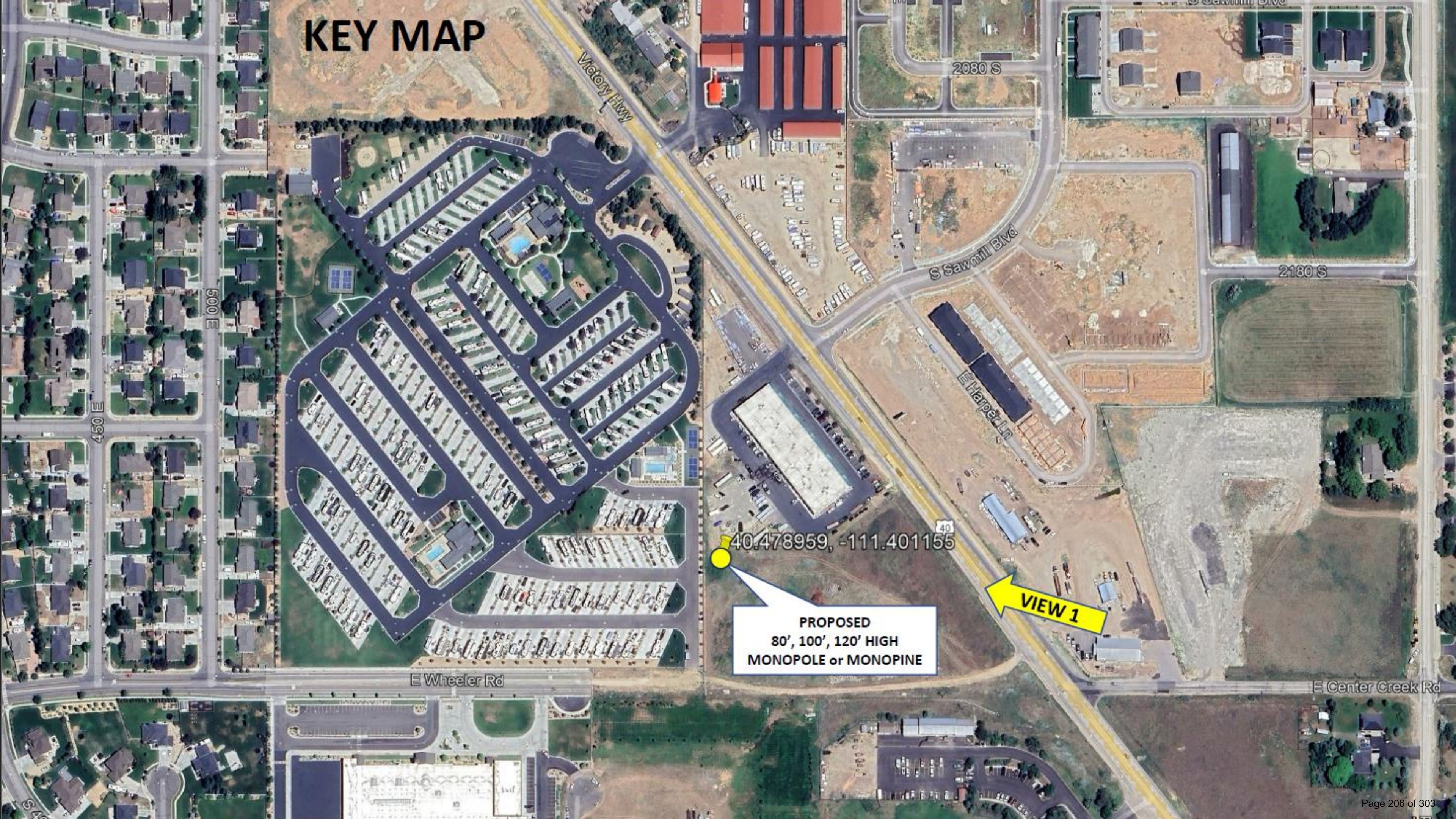


The Orange & Red dots indicate low to very low signal. This means current customers will experience low/weak signal levels resulting in poor quality calls (garble, sounding like a robot), slow text & SMS messaging, very slow-to-no data speeds. A new site is needed to improve the in-building signal level in this part of Heber, UT

Why Are Non-Stealth Telecommunications Facilities Better?

- Stealth telecommunications facilities attract more attention than non-stealth telecommunications facilities
- Monopines (faux trees) will stand out in areas where there's not a lot of trees
- Eyesores
- Stealth sites require additional:
 - Upkeep
 - Construction constraints

KEY MAP



40.478959, -111.401155

**PROPOSED
80', 100', 120' HIGH
MONOPOLE or MONOPINE**

VIEW 1

VIEW 1 - BEFORE



VIEW 1 – 80' HIGH MONPOLE



VIEW 1 – 100' MONOPOLE



VIEW 1 – 120' MONOPOLE



VIEW 1 – 80' MONOPINE



VIEW 1 – 100' MONOPINE



VIEW 1 – 120' MONOPINE

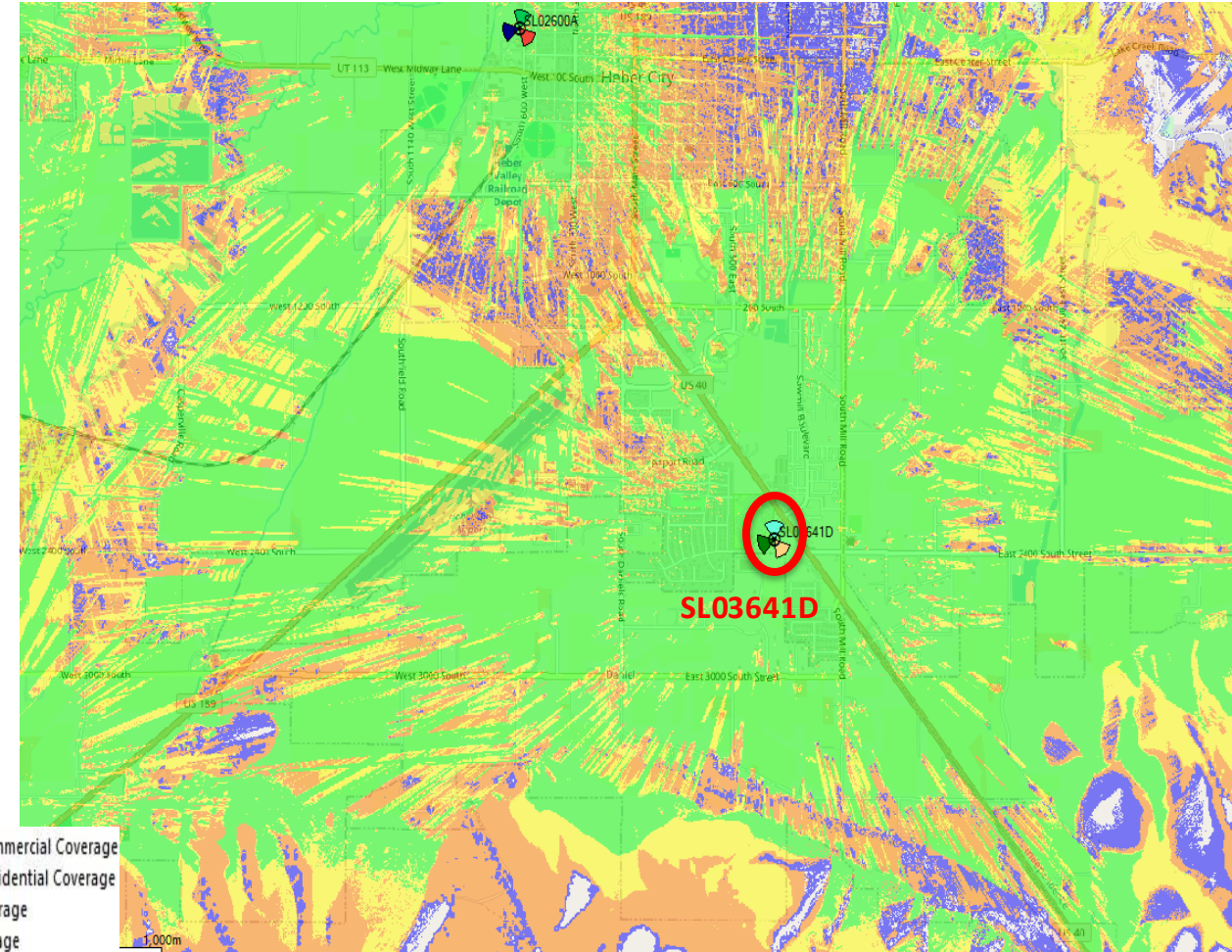
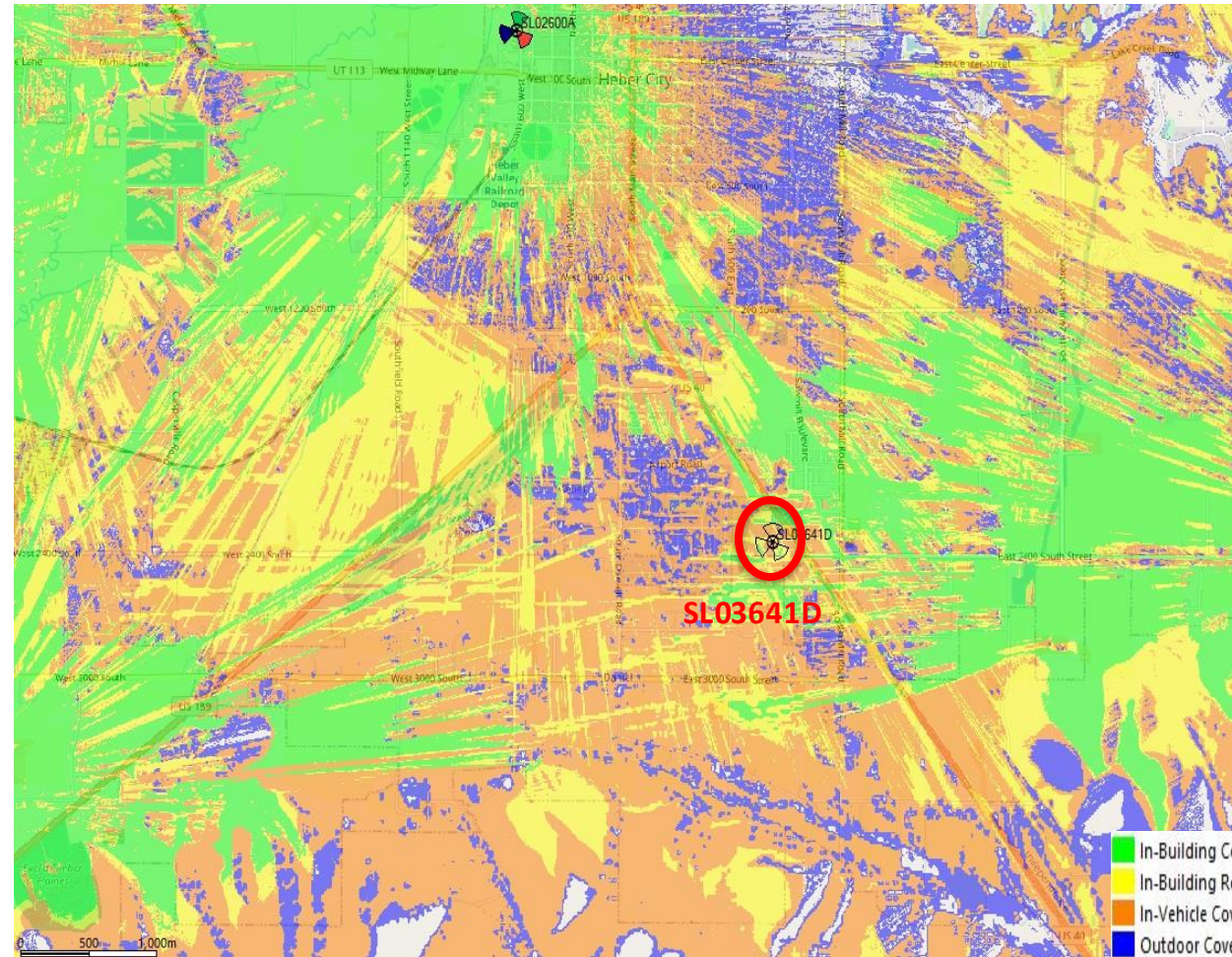


SL03641 Coverage Comparison Plots

Comparing Current T-Mobile Coverage with 120' RAD

Current coverage without proposed site SL03641D

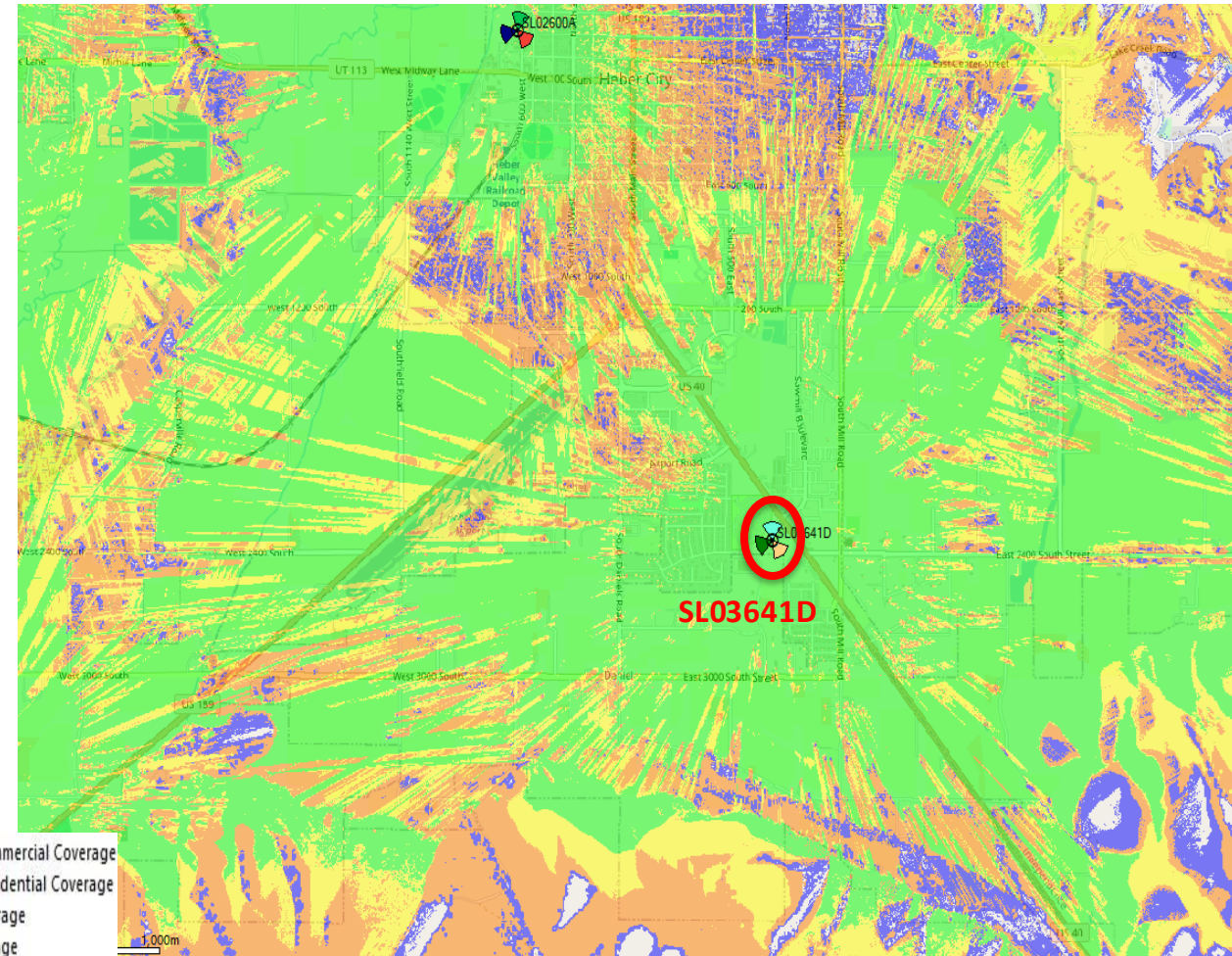
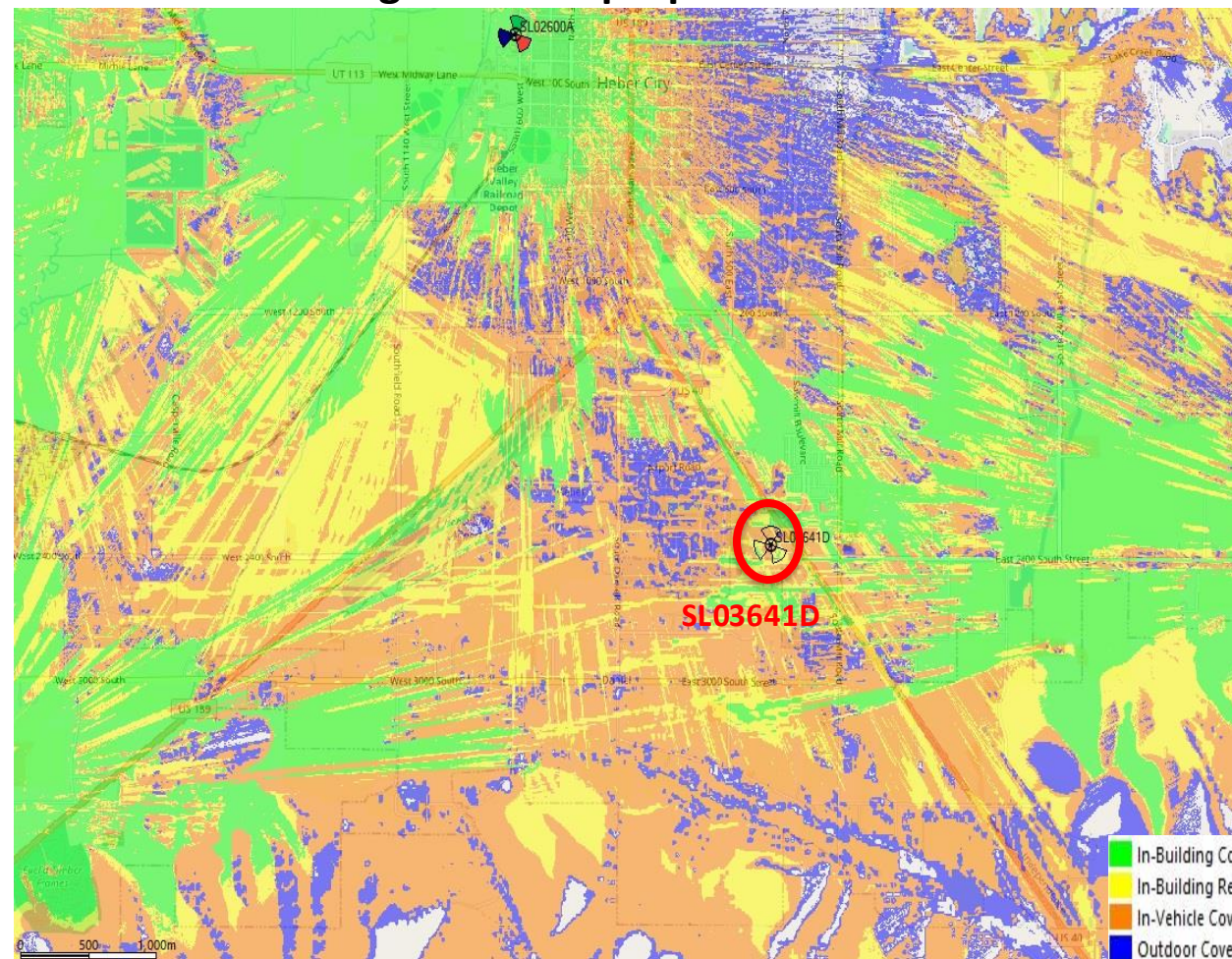
Current coverage with 120' RAD at proposed site SL03641D



Comparing Current T-Mobile Coverage with 100' RAD

Current coverage without proposed site SL03641D

Current coverage with 100' RAD at proposed site SL03641D



New T-Mobile RAD difference coverage advantages

120' RAD will provide In-Building coverage (Green & Yellow) to 5,855 more Population and 6.93 sq miles of In-Building level signal than current signal levels

100' RAD will provide In-Building coverage (Green & Yellow) to 5,513 more Population and 6.55 sq miles of In-Building level signal than current signal levels

120' RAD will provide In-Building coverage (Green & Yellow) to 342 more Population and 0.4 sq miles of In-Building level signal than the 100' RAD

T-Mobile prefers the 120' RAD which improves coverage to the most population and sq miles at an in-building signal level within the southern part of Heber.

This will allow more of our customers to make & receive higher quality calls, have faster data speeds and be able to add T-Mobile's Home Internet service.

ORDINANCE NO. 2025-13

AN ORDINANCE MODIFYING THE PERMITTED HEIGHT OF CELL TOWERS IN COMMERCIAL, INDUSTRIAL, AND MIXED USE ZONES.

WHEREAS, there is an increase demanded for cellular service as the population of the City has grown and the City finds it in the public interest to facilitate access to cellular service.

WHEREAS, The City Council finds that the current permitted height of towers is insufficient to effectively and efficiently allow for cellular service.

BE IT ORDAINED by the City Council of Heber City, Utah, that Chapter 18.110 Telecommunication Facilities is AMENDED, as described in Exhibit A.

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
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit A

18.110 Telecommunication Facilities

18.110.010 Purpose

18.110.020 Findings

18.110.030 Definitions

18.110.040 Applicability

18.110.050 Application Requirements

18.110.060 Approval Process

18.110.070 Location

18.110.080 Uses

18.110.090 Co-Location

18.110.100 Lease Agreement

18.110.110 Development Standards

18.110.120 Additional Regulation For Monopoles And Towers

18.110.130 Area Limitations For Wall And Roof Mounted Antennas

18.110.140 Safety

18.110.150 Site Requirements

18.110.160 Site Disturbance

18.110.170 Signs

18.110.180 Subdivision And Condominium Covenants

18.110.190 Related Provisions

18.110.200 REPEALED Expansion, Alteration, And Nonconforming Uses

18.110.210 REPEALED Telecommunication Facilities To Permit, As A Conditional Use, A Radio Antenna

18.110.010 Purpose

The purposes of this ordinance are:

- A. To regulate wireless services antennas and related electronic equipment and structures.
- B. To provide for the orderly establishment of wireless services facilities in the City.
- C. To minimize the number of antenna support structures by encouraging the use of stealth facilities, by encouraging the co-location of multiple antennas on a single structure, by encouraging the location of antennas on pre-existing support structures, and by encouraging the use of City and Government-owned property for antenna support structures.
- D. To establish siting, appearance, and safety standards that will help mitigate potential impacts related to the construction, use and maintenance of wireless services facilities.
- E. To comply with the Telecommunications Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and (3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions.

18.110.020 Findings

The City Council makes the following findings: A. Wireless services devices are an integral part of the rapidly growing and evolving telecommunications industry and present unique zoning challenges and concerns for the City. B. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare,

aesthetics, and orderly planning of the community. C. The City has experienced an increased demand for wireless services facilities to be located in the City and expects the increased demand to continue into the future. D. It is in the best interests of the City to have quality wireless services available, which necessarily entails the erection of wireless services facilities in the City. E. The unnecessary proliferation of wireless services facilities throughout the City creates a negative visual impact on the community. F. The visual effects of wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use. G. The City and other government entities own parcels of property spread throughout the City where wireless services facilities can be located so as to be as inoffensive as possible to the residents and businesses of the City. H. Spacing wireless services facilities evenly throughout the city reduces the negative impact created by the proliferation of telecommunication towers. I. Because of the height and appearance of some wireless services facilities, surrounding properties bear a disproportionate share of the negative impacts of a telecommunications tower. J. A private property owner who leases space for a wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility. K. Encouraging wireless services facilities to be located on City and Government property, with lease payments paid to the City or other Governments instead of an individual property owner, indirectly compensates all citizens of the community for the adverse impacts of the facilities and is therefore the fairest method of distributing burden and benefit. L. Locating antennas on existing buildings and structures, or constructing an antenna as a stealth facility, creates less of a negative visual impact on the community than the erection of lattice or guy towers. M. Buildings and structures on public property are capable of being used to provide support for antenna arrays, thus reducing the proliferation of towers in all areas of the City. N. The public policy objectives to reduce the proliferation of telecommunication towers and to mitigate their impact can best be facilitated by encouraging the use of less visually intrusive antennas and permitting the locating of wireless communication systems on telecommunication towers and antenna support structures that are located on property owned, leased, or used by the City or other Governments. O. The requirements set forth in this ordinance for the placement of wireless services facilities on property owned, leased or used by the City or other Governments are necessary to protect the health, safety and general welfare of the community. P. The Utah Code grants cities the authority to create or acquire sites to accommodate the erection of telecommunication towers in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City or other Governments the fair market rental value for the use of any City or other Government-owned site.

18.110.030 Definitions

- A. ANTENNA. A device that transmits and/or receives telecommunications and/or radio signals for telecommunications and communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.
- B. ANTENNA SUPPORT STRUCTURES. Any structure that can be used for the purpose of supporting an antenna(s).
- C. ANTENNA, DRIVE TEST. A temporary antenna which is used for field testing of telecommunications signals and possible locations but does not provide telecommunications to customers.
- D. ANTENNA, ENCLOSED. An antenna or series of individual antennas entirely enclosed inside a structure including but not limited to a cupola or wall of a building or chimney.
- E. ANTENNA, FREESTANDING. An antenna mounted on or within a stand-alone support structure including but not limited to a wooden pole, steel pole, lattice tower, utility pole, lift tower, light standard, flag pole or other vertical support.

F. ANTENNA, ROOF MOUNTED. An antenna or series of individual antennas mounted on a roof of a building.

G. ANTENNA, TEMPORARY. An antenna used for a time period of less than thirty (30) days.

H. ANTENNA, WALL MOUNTED. An antenna or series of individual antennas mounted fully against the exterior face of a building including on the face of a chimney or penthouse. A wall or face of a building is defined as the entire area of all exposed vertical surfaces of a building that are above ground and facing approximately the same direction.

I. APPLICABLE CODES: The International Building Code, the International Fire Code, the National Electrical Code, the International Plumbing Code, and the International Mechanical Code, as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.

J. APPLICABLE STANDARDS: The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

K. APPLICANT: A wireless provider or their authorized agent who submits an application.

L. APPLICATION: A request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify or replace a utility pole or a wireless support structure.

M. CITY. The City of Heber, Utah.

N. CITY-OWNED PROPERTY. Real property that is owned, leased or controlled by the City.

O. CO-LOCATION. The location of telecommunication facility on an existing structure, tower or building in a manner that precludes the need for that telecommunications facility to be located on a free-standing structure of its own.

P. DIRECTOR. The Planning Director or designee.

Q. ELIGIBLE SUPPORT STRUCTURE: Any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant application is filed with the City.

R. EQUIPMENT SHELTER. A cabinet or building used to house equipment for telecommunications facilities.

S. GOVERNMENT-OWNED PROPERTY. Real property that is owned, leased or controlled by an agency of State, Federal, or Local government other than Heber City.

T. LATTICE TOWER. A self-supporting three or four-sided, open steel frame structure used to support telecommunications equipment.

U. MONOPOLE. A ~~structure in the right of way erected by an applicant or provider specifically to support SWFs and a~~ single, self-supporting, cylindrical pole constructed without guy wires or ground anchors, that acts as the support structure for antennas.

V. MONOPOLE ANTENNA WITH PLATFORM. A monopole with antennas and antenna support structure exceeding two feet (2') in width, but not exceeding fifteen feet (15') in width or eight feet (8') in height.

W. MONOPOLE ANTENNA WITH NO PLATFORM. A monopole with antennas and antenna support structure not exceeding two feet (2') in width or ten feet (10') in height.

X. PERMIT. Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.

Y. PERMITTED. An application that is permitted pursuant through the standard building permit process.

Z. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless telecommunications services, and common carrier wireless telecommunications exchange access services.

AA. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.

BB. Personal Wireless Services Facilities. Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures, supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.

CC. RIGHT-OF-WAY. Refers to any area within, on, below, or above a public road, highway, street or alley, and may include sidewalks, park-strips and other areas associated with them and controlled by the City.

DD. STEALTH TELECOMMUNICATIONS FACILITY. A telecommunications facility which is disguised as another object or otherwise concealed from public view.

EE. TELECOMMUNICATIONS. The transmission between or among points specified by a user of information of the user's choosing without change in the form or content of the information as sent or received.

FF. TELECOMMUNICATIONS FACILITY. A Telecommunications Facility consists of antenna, equipment shelters and related structures used for transmitting and/or receiving telecommunications and/or radio signals.

GG. TOWER. A free-standing structure, such as a monopole tower, lattice tower, or guy tower, that is used as a support structure for antenna(s).

HH. WHIP ANTENNA. An antenna that is cylindrical in shape. Whip antennas can be directional or omni directional and vary in size depending on the frequency and gain for which they are designed.

II. TECHNICAL NECESSITY. A particular design, placement, construction, or location of a telecommunications facility that is technically necessary for telecommunications consistent with the Federal Telecommunications Act of 1996, as amended.

JJ. UTILITY METERING INFRASTRUCTURE. Towers and other infrastructure owned or operated by public entities that provide public utilities.

18.110.040 Applicability

This ordinance applies to both commercial and private low power radio services and facilities, such as “cellular” or PCS (personal communications system) communications and paging systems, and to wireless Internet service providers. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies:

A. Amateur Radio. Any antenna owned and operated by an amateur radio operator licensed by the Federal Communications Commission. B. Satellite/television antenna. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service. C. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

18.110.050 Application Requirements

Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. The City shall not consider the application until all required information has been included. A complete application shall include all elements of the proposed telecommunications facility and shall produce all information required by the telecommunications facility application. Applicants shall provide the following submittal requirements.

A. Fee. As adopted by the Heber City Consolidated Fee Schedule. B. Site Plan. A site plan meeting the City's standard requirements for site plans. C. Written Information.

1. Environment. A full description of the environment surrounding the proposed facility, including a description of adjacent uses, any adjacent residential structures, and any structures and sites of historic significance. 2. Maintenance. A description of the anticipated maintenance needs for the facility, including frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance. 3. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity. 4. Location. A map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area fits into the service network.

a. An Applicant proposing to erect a new telecommunications facility shall provide documentary evidence that a legitimate attempt has been made to locate the new telecommunications facility on City or Government owned properties, existing buildings or structures or co-location. Such evidence shall include a radio frequency engineering analysis of the potential suitability of existing buildings or structures or co-location sites in the radio frequency coverage area for the proposed telecommunications facility. Efforts to secure such locations shall be documented through correspondence between the applicant and the property owner(s) of the existing buildings, structures or co-location sites. b. Applicants proposing to construct new telecommunications facilities shall document the locations of all of the applicant's existing telecommunications facilities that provide telecommunications within the City, as well as any changes proposed within the following twelve (12) month period, including plans to discontinue or replace such existing telecommunications facilities. Applicants shall provide competent testimony from a radio qualified professional regarding the suitability of potential telecommunications facility locations in relation to the applicant's existing telecommunications facilities. c. Each application shall include a site location alternative analysis describing the location of other sites considered for the proposed telecommunications facility, the availability of those sites, the extent to which other sites do or do not meet the applicant's telecommunications needs and the reason the subject site was chosen for the proposed telecommunications facility. The analysis shall address the following issues:

1) How the proposed location and telecommunications facility relate to the object of providing full telecommunications services within the City area; 2) How the proposed telecommunications facilities relates to the location of the applicant's existing telecommunications facilities that provide telecommunications within and near the City; 3) How the proposed telecommunications facility relates to the applicant's anticipated need for additional telecommunications facilities that provide telecommunications within and near the City; 4) If applicable, how the applicant's plans specifically relate to, and are coordinated with, the needs of all other telecommunications providers within and near the City.

5. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna. 6. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations. 7. Visibility Impact. A visual impact study, graphically simulating through models, computer enhanced graphics or similar techniques, the appearance of any proposed telecommunications facility and indicating its view from at least five (5) locations around and within one

(1) mile of the proposed telecommunications facility will be most visible. 8. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable. 9. Additional information requirements for monopoles. If the applicant desires to construct a monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing buildings or structures. 10. Additional information requirement for facilities not located on highest priority site. If the applicant desires to locate antennas on a site other than the highest priority site (as described in Section 18.110.070), the applicant shall provide the following information to the approving authority:

a. Higher priority sites. The identity and location of any higher priority sites located within the desired service area. b. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible. c. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

18.110.060 Approval Process

All telecommunication facilities shall be reviewed by the Planning Director or designee, pursuant to its standard site plan and building permit approval process. Permitted uses are reviewed and approved but the Planning Director or Designee, Conditional Use Permits are approved by the Planning Commission as regulated in Chapter 18.70. It shall be unlawful to install any telecommunication facility without first having a permit from the Planning and Building Departments of the City.

18.110.070 Location

A. Priority of antenna site locations. Personal wireless services antennas shall be located as unobtrusively as is reasonably possible. To accomplish this goal, the provider shall make a good faith effort to locate antennas on sites in the following order of priority:

1. Structures located on City-owned property. Existing buildings, structures and antenna support structures located on City-owned property.
2. Structures located on Government-owned property. Existing buildings, structures and antenna support structures located on Government-owned property.
3. Monopoles located on City or Government-owned property.
4. Existing Structures. Lawfully existing buildings, structures and antenna support structures on private property, provided that the buildings, structures or support structures are either: (1) located in a non-residential zone, or (2) located in a residential zone on property that is being used for non-residential uses (e.g. government, school or church).
5. Monopoles on Non-residential Private Property. Monopoles constructed on private property, provided that the private property is (1) located in a non-residential and non-C-3 commercial zone, or (2) located in a residential zone on property that is used for a non-residential use (e.g. government, school or church).
6. Other. Sites other than those listed above.

B. Burden of Proof. The applicant shall attempt to locate its antennas on sites in the order of priority set forth above. If the applicant desires to locate antennas on a site other than the highest priority site, the applicant shall have the burden of demonstrating to the approving authority why it could not locate antennas on sites with a higher priority than the site chosen by the applicant. To do so, the applicant shall provide the following information to the approving authority.

1. Higher Priority Sites. The identity and location of any higher priority sites located within the desired service area

2. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible. The applicant must make a good faith effort to locate antennas on a higher priority site. The City may request information from outside sources to justify or rebut the applicant's reasons for rejecting a higher priority site.

3. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

18.110.080 Uses

~~A. Permitted Telecommunication Uses are as outlined in the following tables. Any use not listed is prohibited.~~Uses

~~1. Existing Structures on City-owned property. Existing buildings, structures and antenna support structures located on City-owned property.~~

~~2. Industrial Zone. Monopoles, roof mounted, wall mounted, and stealth antenna on City, Government, or private property.~~

~~3. Commercial C-2 and C-4 Zones. Roof mounted antenna located on private or public property when the antenna is 5 feet or less in height.~~

~~B. Prohibited Uses. The following antenna types and antenna locations are not permitted:~~

~~1. Residential Zones. All telecommunications facilities, including freestanding antenna, roof mounted antenna, wall mounted antenna, and stealth antenna on private property in residential zones~~

~~2. Lattice Towers and Guy Towers. All freestanding towers, including lattice towers, guy towers, and other towers, with the exception of monopoles, are prohibited in any zone.~~

~~3. Monopoles in Residential Zones on Private Property. All freestanding towers and monopoles located on residentially zoned private property, if the residentially zoned property has a residential use (as opposed to a school, church, or other non-residential use).~~

~~4. Freestanding towers and monopoles in the C-3 Commercial Zone. All freestanding towers and monopoles are prohibited in the C-3 Commercial Zone.~~

~~C. Conditional Uses. The following are conditional uses:~~

~~1. Stealth Monopoles located in residential and commercial zones on City and Government-owned property.~~

~~2. Stealth Monopoles located in commercial zones (except C-3 Commercial Zone) on private property.~~

~~3. Roof mounted antenna located in commercial zones on City, Government, and private property when the roof antenna exceeds 5 feet in height.~~

~~4. Wall mounted antenna located in commercial zones on City, Government, or private property.~~

~~5. Enclosed/Stealth antenna located in residential zones on City, Government, and private property containing non-residential uses.~~

~~6. Enclosed/Stealth antenna located in commercial zones on public and private property.~~

~~7. Antennas proposed for any other location, provided that the use is not prohibited by this ordinance, and the applicant complies with other applicable laws and regulations.~~

Commercial, Industrial, and Mixed Use Zones Permitted Use Table

P – Permitted, N – Not Permitted (Prohibited), C – Conditional Use

<u>Telecom Uses</u>	<u>C-2</u>	<u>C-3</u>	<u>C-4</u>	<u>MURCZ</u>	<u>NVOZ</u>	<u>I-1</u>	<u>I-2</u>	<u>BMP</u>	<u>IPF</u>	<u>Limitations</u>
<u>Monopoles</u>	<u>C*</u>	<u>N</u>	<u>C*</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>Must use stealth when a conditional use. *Not permitted between 500 North and 600 South, and 600 West and 600 East.</u> <u>Utility Metering Infrastructure does not require stealth.</u>
<u>Lattice Tower</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Guy Tower</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Freestanding - Other</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Roof Mounted</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Antenna not to exceed 5' in height when conditional</u>
<u>Wall Mounted</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	
<u>Stealth Antenna</u>	<u>C</u>	<u>N</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>C</u>	
<u>Co-Location on Existing Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility</u>
<u>Eligible Facilities Modification</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Facilities defined as an Eligible Facility by the FCC</u>

Residential and Agricultural Zones Permitted Use Table

P – Permitted, N – Not Permitted (Prohibited), C – Conditional Use

<u>Telecom Uses</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>PC</u>	<u>MCZ</u>	<u>A-2</u>	<u>RA-1</u>	<u>RA-2</u>	<u>Limitations</u>
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<u>Monopoles</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Must use stealth and be located on government land or private with non-residential uses. Utility Metering Infrastructure does not require stealth.</u>
<u>Lattice Tower</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Guy Tower</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Freestanding - Other</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Roof Mounted</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Wall Mounted</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
<u>Stealth Antenna</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>Must be located on government land or private land with non-residential uses</u>
<u>Co-Location on Existing Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility</u>
<u>Eligible Facilities Modification</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Facilities defined as an Eligible Facility by the FCC</u>

18.110.090 Co-Location

Every new monopole shall be designed and constructed to be of sufficient size and capacity to accommodate at least ~~two~~three additional wireless telecommunications providers on the structure in the future. In no instance does this requirement override or permit monopoles to be taller than allowed in 18.110.110. Any conditional use permit for a monopole may be conditioned upon the agreement of the applicant to allow co-location of other personal wireless providers on such terms as are common in the industry. Co-location on a lot may be permitted by the Planning Director or designee, if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The supplied documentation shall evaluate the following factors:

- A. Structural capacity of the antenna towers;
- B. Geographic telecommunications area requirements;
- C. Mechanical or electrical incompatibilities;

D. Inability or ability to locate equipment on existing antenna towers; and

E. Any restriction or limitation of the Federal Communication Commission that would preclude the shared use of the antenna tower.

18.110.100 Lease Agreement

Applicants for telecommunication facilities on public facilities shall sign and agree to a development agreement with the public agency addressing items including, but not limited to access and security, maintenance of site and facilities, utility costs, and a fee for use of the public facility. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The lease shall contain the condition that the site plan and/or conditional use permit must first be approved by the designated land use authority before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

18.110.110 Development Standards

Standards for Antennas and Antenna Support Structures. Personal wireless services facilities are characterized by the type or location of the antenna structure. There are four general types of antenna structures allowed by this ordinance: wall mounted antennas; roof mounted antennas; monopoles with no platform; and monopoles with a platform. If a particular type of antenna structure is allowed by this ordinance as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

A. Wall Mounted Antennas.

1. Maximum Height. Wall mounted antennas may not extend above the roof line of the building or structure or extend more than twelve (12) inches from the face of the building. 2. Setback. Wall mounted antennas shall not be located within one hundred feet (100') feet of any residence. 3. Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or mechanical equipment rooms are considered to be wall mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical equipment room. 4. Color. Wall mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and the supporting structure on the building shall be architecturally compatible with the building. Whip antennas are not allowed on a wall mounted antenna structure.

B. Roof Mounted Antennas.

1. Maximum Height. Roof mounted antenna, placed on a flat roof, may extend up to ten (10) feet above the existing structure, provided that the antenna setback from the edge of the roof is a minimum distance equal to or greater than the height of the antenna. Roof mounted antenna, placed on a pitched roof, may extend a maximum of five (5) feet above the existing structure. 2. Setback. Roof mounted antennas shall be located at least five feet (5') from the exterior wall of the building or structure, and at least fifty (50') feet from any residence. 3. Mounting options. Roof mounted antennas may be mounted on top of existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view. The screening structure may not extend more than eight (8') feet above the existing roof line of the penthouse or mechanical equipment room. 4. Color. Roof mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and supporting structures shall be architecturally compatible with the building.

C. Monopoles ~~with no Platform.~~

~~1. Maximum Height and Width Antenna Height. The maximum height of the monopole or monopole antenna shall be thirty five (35) feet. The entire antenna structure mounted on the monopole shall not exceed two feet (2') in width. The antenna itself shall not exceed ten feet (10') in height.~~

2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.

3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

~~D. Monopoles with Platform:~~

~~1. Maximum Height and Width. The maximum height of the monopole or monopole antenna shall be thirty five (35) feet. The antennas and antenna mounting structures on the monopole shall not exceed eight feet (8') in height or fifteen feet (15') in width. The antenna itself shall not exceed ten feet (10') in height. 2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line. 3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.~~

D. Tower Height by Zone. The maximum height for any tower shall be as follows:

<u>Commercial, Mixed Use, and Industrial Zones</u>								
<u>C2</u>	<u>C3</u>	<u>C4</u>	<u>MURCZ</u>	<u>NVOZ</u>	<u>I1</u>	<u>I2</u>	<u>BMP</u>	<u>IPF</u>
<u>80'</u>	<u>-</u>	<u>80'</u>	<u>65'</u>	<u>35'</u>	<u>80'</u>	<u>80'</u>	<u>65'</u>	<u>65'</u>
<u>Utility Metering Infrastructure may utilize a tower up to 100' in any zone.</u>								

<u>Residential, Mountain, and Agricultural Zones</u>							
<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>PC</u>	<u>MCZ</u>	<u>A2</u>	<u>RA1</u>	<u>RA2</u>
<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>35'</u>	<u>65'</u>	<u>35'</u>	<u>35'</u>
<u>Utility Metering Infrastructure may utilize a tower up to 100' in any zone.</u>							

18.110.120 Additional Regulation For Monopoles And Towers

A. Distance from other Monopoles. Monopoles and towers shall be located at least ~~two thousand feet (2000)~~ one mile (5,280 feet) from each other, except upon a showing of necessity by the applicant, or upon a finding by the City Council that a closer distance would adequately protect the health, safety and welfare of the community. This distance requirement shall not apply to antennas attached to lawful structures such as transmission towers, utility poles, outdoor lighting structures, and water tanks.

B. Location on Parcel. Monopoles shall be located as unobtrusively on a parcel as possible, given the location of existing structures, nearby residential areas, and service needs of the applicant. Monopoles shall not be located in a required landscaped area, buffer area or parking area.

18.110.130 Area Limitations For Wall And Roof Mounted Antennas

Any building may have a combination of wall and roof mounted antennas. The total area for all wall and roof mounted antennas and supporting structures on any one building shall not exceed the lesser of sixty (60) square feet or 5 percent (5%) of each exterior wall of the building.

18.110.140 Safety

A. Regulation Compliance.

1. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan or conditional use permit approval. 2. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.

B. Protection Against Climbing. Monopoles shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the monopole.

C. Fencing. Monopoles and towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the Planning Director or designee unless the Director determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.

D. Security Lighting Requirements. Monopoles and towers shall comply with the FAA requirements for lighting. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized by using indirect lighting, where appropriate.

E. Abandonment. The applicant, or the applicant's successor(s) and/or assign(s) shall be responsible for the removal of unused telecommunications facilities within ninety (90) days of abandonment of use. If such tower is not removed by the property owner, then the City may employ all legal measures, including as necessary, obtaining authorization from a court of competent jurisdiction, to remove the tower, and after removal may place a lien on the subject property for all direct and indirect costs incurred in dismantling and disposal of the tower, including court costs and reasonable attorney fees.

1. Notice. Notice to remove shall be given in writing by personal service, or by certified mail addressed to the operator's last known address. 2. Violation. Failure to remove the antennas and monopoles after receiving written notice to remove is a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceeding against any person, firm, entity or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer or otherwise, for failure to remove antennas and monopoles in accordance with this Chapter. The City may seek a civil injunction requiring the removal of any structures on the site in accordance with this Chapter. Any lease agreement with the City may also stipulate failure to remove the antennas and monopoles after receiving written notice to do so pursuant to this Chapter automatically transfers ownership of the antennas, monopoles, support buildings and all other structures on the site to the City. 3. Nuisance. Abandoned, unmaintained, or telecommunication devices that pose an immediate threat to public health and safety are hereby declared to be a nuisance.

18.110.150 Site Requirements

A. Setbacks. The placement of telecommunications facilities on a lot shall comply with the setbacks of the underlying zone as stated herein. Telecommunications facilities shall comply with the setbacks for main structures and shall not be determined accessory structures.

B. Regulations for Accessory Structures.

1. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste receptacles shall be permitted on the site. 2. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade. 3. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 350 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.

C. Parking. The City may require a minimum of one (1) parking stall for sites containing a monopole, tower, and/or accessory buildings, if there is no parking available on the site.

D. Maintenance Requirements. All personal wireless services facilities shall be maintained in a safe, neat and attractive manner.

E. Landscaping. All sites with a personal wireless services facility shall be landscaped in accordance with the zone requirements where the facility is located.

F. Height. The height shall be measured from the grade or roof beneath to the top of the antenna or mounting hardware, whichever is higher. G. Design

1. Antenna and associated equipment shall incorporate materials and colors present in the context of the surrounding area. Stealth telecommunications in the commercial zones C2 and C4, Chapter 18.28. Stealth design includes structures that look like trees, church steeples, art, large light poles or ones that blend with the building they are located on and are designed in a manner to blend with the existing and natural environment. Monopoles, antennas, and any associated buildings or equipment shall be painted to blend with their surroundings and/or the stealth concept being used. 2. Panel Antennas shall be no more than five square feet (5 sq. ft.) in Area per face.

18.110.160 Site Disturbance

Any application, temporary or permanent, which requires the removal of significant vegetation or proposes any new, or improvements to driveways or roads a length greater than twenty feet (20') and/or a width greater than ten feet (10') wide, shall require a conditional use permit. As used herein, "Significant Vegetation" includes trees six inch (6") in diameter or greater measured four feet six inches (4'6") above the ground, groves of small trees or clumps of oak and maple covering an Area of twenty square feet (20 sq. ft.) or more measured at the drip line. Plans must show all such trees within twenty (20) feet of a proposed telecommunications facility. The Planning Director or designee shall determine the Limits of Disturbance.

18.110.170 Signs

Signs shall only be permitted if they are related to the health and safety of the general public. All proposed signs shall be submitted with the telecommunications facility application and subject to review by the Planning Department for compliance with Chapter 18.103 Sign Regulations.

18.110.180 Subdivision And Condominium Covenants

Many Subdivision and Condominium Covenants may address the location of telecommunications facilities within Condominium units and the lots of a Subdivision. The City is not a party to those covenants, and no permit from the City shall effect the enforceability of such covenants which might be

more restrictive than this ordinance. Applicants for the installation of telecommunications facilities are advised to determine what private land use restrictions apply to their site before applying for the permit from the City. If the proposed installation is within the Common Area of a Condominium or Planned Unit Development, and the application submitted is not in the name of the Home Owner's Association or management committee, the applicant shall provide a letter from the Home Owner's Association or management committee indicating consent to the location of the telecommunications facilities within the Common Area has been granted as a part of the permit application filed with the City.

18.110.190 Related Provisions

• Chapter 18.12 Administration • Chapter 18.08 Definitions • Chapter 18.108 Conditional Use Permits • Chapter 18.72 Off Street Parking and Loading • Chapter 18.103 Sign Regulations • Chapter 18.78 Lighting • Chapter 18.174 Enforcement • Chapter 17 Subdivisions • Heber City C-2/C-4 Zone Design Standards and guidelines



RF Safety FAQ - Federal Communications Commission

Frequently asked questions about the safety of radiofrequency (RF) and microwave emissions from transmitters and facilities regulated by the FCC. For further information, contact the FCC's RF Safety Program at rf-safety@fcc.gov or 1-888-225-5322 (Indicate the topic below).
www.fcc.gov

ARE WIRELESS CELLULAR AND PCS TOWERS AND ANTENNAS SAFE?

Cellular wireless radio services transmit using frequencies between 824 and 894 megahertz (MHz). Transmitters in the Personal Communications Service (PCS) use frequencies in the range of 1850-1990 MHz. More recently, advanced wireless services have been or are being introduced that transmit at frequencies in the 600, 700, 800, 1695-1780, 1915-1920, 1995-2020, 2110-2200 MHz spectrum ranges. Antennas used for cellular and PCS transmissions are typically located on towers, water tanks or other elevated structures including rooftops and the sides of buildings. The combination of antennas and associated electronic equipment is referred to as a cellular or PCS "base station" or "cell site." Typical heights for free-standing base station towers or structures are 50-200 feet. A cellular base station may utilize several "omni-directional" antennas that look like poles, 10 to 15 feet in length, although these types of antennas are less common in urbanized areas.

In urban and suburban areas, cellular and PCS service providers commonly use "sector" antennas for their base stations. These antennas are rectangular panels, *e.g.*, about 1 by 4 feet in size, typically mounted on a rooftop or other structure, but they are also mounted on towers or poles. Panel antennas are usually arranged in three groups of three each. It is common that not all antennas are used for the transmission of RF energy; some antennas may be receive-only.

At a given cell site, the total RF power that could be radiated by the antennas depends on the number of radio channels (transmitters) installed, the power of each transmitter, and the type of antenna. While it is theoretically possible for cell sites to radiate at very high power levels, the maximum power radiated in any direction usually does not exceed 500 watts.

The RF emissions from cellular or PCS base station antennas are generally directed toward the horizon in a relatively narrow pattern in the vertical plane. In the case of sector (panel) antennas, the pattern is fan-shaped, like a wedge cut from a pie. As with all forms of electromagnetic energy, the power density from the antenna decreases rapidly as one moves away from the antenna. Consequently, ground-level exposures are much less than exposures if one were at the same height and directly in front of the antenna. Measurements made near typical cellular and PCS installations, especially those with tower-mounted antennas, have shown that ground-level power densities are hundreds to thousands of times less than the FCC's limits for safe exposure. This makes it extremely unlikely that a member of the general public could be exposed to RF levels in excess of FCC guidelines due solely to cellular or PCS base station antennas located on towers or monopoles.

When cellular and PCS antennas are mounted at rooftop locations it is possible that a person could encounter RF levels greater than those typically encountered on the ground. However, once again, exposures approaching or exceeding the safety guidelines are only likely to be encountered very close to and directly in front of the antennas. For sector-type antennas, RF levels to rear are usually very low.

[\(Back to Index\)](#)

For further information on cellular services go to <https://www.fcc.gov/general/cellular-service>.

ARE CELLULAR AND OTHER RADIO TOWERS LOCATED NEAR HOMES OR SCHOOLS SAFE FOR RESIDENTS AND STUDENTS?

As discussed above, radiofrequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.

Other antennas, such as those used for radio and television broadcast transmissions, use power levels that are generally much higher than those used for cellular and PCS antennas. Therefore, in some cases there could be a potential for higher levels of exposure to persons on the ground. However, all broadcast stations are required to demonstrate compliance with FCC safety guidelines, and ambient exposures to nearby persons from such stations are typically well below FCC safety limits. ([Back to Index](#))



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April 21, 2025

VIA E-MAIL AND FIRST-CLASS MAIL

Heber City Council
Heber City Planning Commission
75 North Main Street
Heber City, Utah 84032

Re: APC Towers

Dear City Councilors and Planning Commissioners:

We are counsel to RAGE Development, who submitted an application for a wireless telecommunications facility on behalf of APC Towers. It is our understanding that during a recent meeting to discuss APC Towers' ("APC") application, several residents made comments about the alleged health effects of radiofrequency ("RF") emissions, urging you to consider these as a basis to deny APC's application. We write to provide you with context regarding how the City Council and Planning Commission should consider these claims in order to comply with the duties the federal Telecommunications Act of 1996 (the "TCA") imposes upon Heber City in handling APC's application.

The TCA, in particular 47 U.S.C. § 332(c)(7)(B), imposes a number of limitations on the bases by which a municipality may deny an application for a wireless facility, in order to preserve the regulatory authority of the Federal Communications Commission (FCC) and provide for the deployment of beneficial technology to as many Americans as possible. One of these restrictions, subsection (iv), states that "[n]o State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the Commission's regulations concerning such emissions."

The reason behind such a prohibition is because wireless service providers must comply with these federal regulations in order for their facilities to be licensed and permitted to operate, and the FCC carefully determines the safe levels of RF emissions they will allow for facilities such as the facility APC proposes building. *See* 47 C.F.R. § 1.1310. And through the TCA, Congress has "occupied the field," solely designating the FCC as the proper authority to regulate the design and safety of wireless facilities, to the exclusion of state and local authorities, as it is

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entitled to do under its Constitutional authority. As such, Congress places the technical and scientific expertise of the FCC over the opinions of ordinary citizens who, while certainly intelligent, do not contain the expertise of the FCC in order to ensure uniformity in technological standards across the country. *See Farina v. Nokia Inc.*, 625 F.3d 97, 125-26 (3d Cir. 2010). And federal courts have consistently made clear that decisions by state and local authorities in contravention of this provision – denying a wireless facility application based on the supposed environmental effects of that facility – is unlawful and would render such a decision subject to reversal. *See, e.g., T-Mobile Ne. LLC v. Town of Ramapo*, 701 F. Supp. 2d 446, 460 (S.D.N.Y. 2009) (concluding that “any decision actually based on environmental effects is a violation, whether other legitimate reasons factored into the decision or not.”)

Similarly, 47 U.S.C. § 332(c)(7)(B)(iii) requires that a state and local authority denying an application support its denial with “substantial evidence contained in a written record.” Critically for the City’s consideration, federal courts recognize that a decision violates the TCA not only when the substantial evidence offered by those objecting to the site is inadmissible evidence relating to RF emissions, but also when the findings supporting that decision are mere opinions, without and merely pretextual, chosen to conceal the true motivation of RF emissions. *See, e.g., T-Mobile Ne. LLC v. Loudoun Cnty. Bd. of Sup’rs*, 903 F. Supp. 2d 385, 410 (E.D. Va. 2012), *aff’d*, 748 F.3d 185 (4th Cir. 2014) (reversing denial and ordering approval of application when “it is clear from the Board’s written decision on the ... application, as well as the transcript of the hearing on the application, that the Board’s decision was based at least in part on concerns about the environmental effects of RF emissions.”). We ask that the City take this into account in determining the weight it gives to the claims of residents who transparently wish for the City to take action based on RF emissions but offer generalized concerns about other issues, such as views, aesthetics, or property values, in an attempt to give the City an excuse for incorporating their views into the City’s decision.

We understand that local government officials can feel beholden to the opinions of their citizens. However, preserving the rule of law is paramount when, if not upholding the law would exceed authority and result in a decision not supported by the rule of law. Accordingly, we urge you to expressly identify in your hearings on APC’s application that you are legally prohibited from considering evidence concerning alleged effects of RF emissions; and then we ask you to determine, based on the evidence APC provides in support of its application, that the application is appropriate and should be approved.

Please feel free to contact us at your convenience if you have any questions regarding anything in this letter. Thank you very much for your consideration.

Heber City Council
Heber City Planning Commission
April 21, 2025
Page 3

Sincerely,

Taft Stettinius & Hollister LLP



Mark W. Williams
Utah Bar No. 10009

MWW/ljk

cc: (via e-mail)
Rocky Schutjer
Ryan T. Shaffer, Esq.



Heber City Council Staff Report

MEETING DATE:	6/3/2025
SUBJECT:	Views on Main MDA (Master Development Agreement)
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Over the last several months, Council has been negotiating a development agreement Term Sheet for the Views on Main, located to the south of Auto Zone. Legal Counsel and Staff have put the Term Sheet into a draft MDA for review by Council. The policy question for Council:

- Is the proposed MDA ready for approval by the City Council?

RECOMMENDATION

Staff recommends Council discuss, and if ready, approve the proposed MDA for the Views on Main.

BACKGROUND

The Views on Main consists of a proposed five story condo-hotel with commercial, retail and meeting space in the vicinity of 825 South Main Street, south and east of Auto Zone, and North of Utah Community Federal Credit Union. The project received approval by the Planning Commission beginning in 2021, including commercial final approval and subdivision approval.

The project involves two future critical public streets that traverse through the development and four surrounding properties. These future streets are designated on the City's Street Transportation Master Plan and include 100 East, connecting from 1200 South northward to 790 South, and 860 South, connecting from 100 East to Main Street. 860 South will eventually change to a stop light intersection, being centered between and a quarter-mile from 600 South and 1200 South. The City's Street Master Plan also shows a future road connecting westward to 100 West.

The development was approved prior to the Transportation Master Plan being adopted that designates 100 East and 860 South as future streets. As such, staff has been negotiating with the developer to incorporate these future critical streets within the development, whilst maintaining development entitlements. The proposed development agreement would provide the developer

assurances that the development maintains entitlements; for the City, the development agreement provides the methodology for assuring the future public streets are planned for and accommodated within the development.

DISCUSSION

The MDA is not necessary for the five-story hotel development to proceed to construction. The Zoning Ordinance already permits hotels and already permits 5-story buildings. The MDA helps the City by assuring that Phase 1 of the development, which obtained vesting prior to the adoption of the current Master Transportation Plan, will comply with that plan by accommodating, constructing and dedicating 860 South. In exchange for working with the City in this regard, the developer has asked for assurance that the vesting be recognized for a period of 10 years and be vested with the 5 story/70 foot height, proposed conceptual elevations and 196 hotel unit count.

Exhibit C illustrates new elevations that are more cost effective for the developer. The old approved elevations are shown at the end of this report. Staff prefers the old elevations and recommends either holding the developer to the old elevations or eliminating the new elevations and just relying upon the standards in the C-2 Design Criteria.

FISCAL IMPACT

The agreement commits the City to participate in 75 percent of the costs for installing a new traffic signal at 860 South Main Street. The City will be responsible to work with adjoining property owners to complete the construction and dedication of the remainder of 860 South and 140 East.

CONCLUSION

The proposed MDA provides the following public benefits:

1. Assures the implementation of the City's Master Transportation by securing construction and land dedication for a needed future planned street, 860 South.
2. Secures a private/public partnership in installing a much needed traffic signal at 860 South Main Street.
3. Requires developer to bury above ground power lines along Main Street.
4. Limits density of hotel units to 196 units not to exceed 5 stories and 70 feet, excluding underground parking.
5. Specifies building elevations and a site plan for the proposed development.

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: Tony Kohler, Community Development Director

EXHIBITS

1. Views on Main DA Final for 6.3 packet - 4933-9539-2840 - 1
2. Exhibit A - C21-029 MDA BNDY
3. Exhibit B C21-029 MDA EXH- SITE
4. Exhibit C - Elevations
5. Exhibit D - V2 C21-029 ROAD ESMTS
6. Exhibit E C21-029 MDA 140 E EXH
7. Old Views Elevations

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.: 00-0005-9183, 00-0021-6090, 00-0005-9191 and 00-0005-9134

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
THE VIEWS ON MAIN**

THIS DEVELOPMENT AGREEMENT FOR THE VIEWS ON MAIN (this "**Agreement**") is made and entered into by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and PINE VALLEY INVESTMENTS LLC, a Utah limited liability company and 843 SOUTH MAIN LLC, a Utah limited liability company (together "**Property Owners**"). The Property Owners and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

- A. Property Owners are the owners of approximately **6.329 acres** of real property located at approximately 843 South Main Street (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.
- B. In conjunction with the approval of this Agreement, the City approves the general layout for the project as set forth in the Concept Site Plan for the Project (the "**Site Plan**").
- C. The Site Plan for the Property provides for a mixed-use development, including a condominium hotel and commercial uses.
- D. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Property Owners and their successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in accordance with the terms hereof.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1 **Incorporation.** The foregoing Recitals and Exhibits A through D are hereby incorporated into this Agreement.

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

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

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 9.

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

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

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

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

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

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

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

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

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

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

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

1.2.14 **Effective Date** means the date on which both the Parties have executed this Agreement.

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

1.2.16 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, et seq. (2024), as amended.

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

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

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

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

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

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

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

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

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

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

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

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

1.2.29 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement.

1.2.30 **Property Owner or Property Owners** means PINE VALLEY INVESTMENTS LLC, a Utah limited liability company and 843 SOUTH MAIN LLC, and any other successor-in-interest to any of the foregoing as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.31 **Site Plan** refers to the Site Plan attached as **Exhibit B**, which Site Plans generally depict the development plan for the Property.

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

1.2.33 **Subdivision** means the division of any portion of the Project into a

subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.34 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21).

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

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement.

3. **Zoning and Vested Rights.**

3.1 **Zoning.** The Project is zoned C-2 Commercial. Except as otherwise provided herein, the Project shall be vested with 5 story heights and commercial uses according to the City's zoning code set forth in Chapter 18.28 that was in place on August 5, 2021. All other provisions of Heber City code shall be applicable as of the date of this Agreement.

3.2 **General Vested Rights.** Subject to paragraphs 3.3 and 3.4, and except as specifically provided herein, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, and the zoning of the Property. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2025).

3.3 **Compliance with City Requirements and Standards.** Developer and Property Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats, final site plan approval, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

3.4 **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City's Future Laws as specified in Section 3.3 are subject to the

following exceptions:

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

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

3.4.3 Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan;

3.4.4 Safety Codes. Any City's Future Laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

3.4.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan, or (ii) are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities.

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

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

3.4.8 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2025) et seq., and are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities;

3.4.9 Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not (i) reduce the Density Entitlements or (ii) materially impact the ability of Developer to develop the Project in accordance with the Site Plan or (iii) increase the overall cost of the Project; or

3.4.10 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2025).

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

4.1 **Project Density and Building Height.** Property Owners shall be entitled to develop and construct a multi-unit condominium hotel with up to 196 units, which may include additional lock-off units as long as parking requirements are met. The total height of the hotel shall not exceed 5 stories (excluding underground parking) and shall not exceed 70 feet.

4.2 **Hotel Elevations.** As part of the approval process, Property Owners have provided potential building elevations for the Project, which elevations are attached hereto as Exhibit C. The building elevations and design standards must be similar in materials and appearance to the proposed elevations, or Property Owners must propose and obtain approval from the City Council for elevations that are consistent with C-2 commercial design guidelines.

5. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten years (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the "Term"). If Property Owners completes construction of 860 S. on the Property as set forth in paragraph 6.1 within five (5) years of the effective date, they shall be entitled to an automatic extension of the term for an additional five (5) years. This additional five (5) year extension shall be added to the original Term. Unless otherwise agreed between the Parties, Property Owner's unbuilt vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term shall remain vested rights in accordance with the terms and conditions of such approvals. Furthermore, any obligations of Developer related to any licenses, building permits, or certificates of occupancy shall continue in full force and effect.

6. **Required Public Improvements.** In addition to other requirements set forth in City Code, Property Owner shall be required to complete the following:

6.1 **Dedication and Completion of 860 South.** Prior to obtaining a building

permit for the Project, or when otherwise requested by the City, Property Owners shall dedicate to the City the land necessary to complete the two sections of 860 South as shown on Exhibit D. Prior to obtaining a building permit for the Project, Property Owners shall complete or bond for completion of the sections of 860 South as shown on Exhibit D. The western section, up to and including the first two accesses as shown on the Site Plan shall be completed prior to the issuance of a Certificate of Occupancy for Phase 1. The required sections of 860 South shall be completed prior to issuance of a Certificate of Occupancy for Phase 2 of the Project.

6.2 **860 South and Main Traffic Signal.** Property Owners shall be responsible for the engineering, design and permitting with UDOT of a traffic signal at the intersection of 860 South and Main Street. The traffic signal must be permitted and installed with Phase 1 of the Project, unless determined otherwise by the City Engineer. City shall reimburse Property Owners for 75% of the out-of-pocket construction costs for the traffic signal.

6.3 **Land for Future Road on East of Property.** Prior to obtaining a building permit for the Project, or when otherwise requested by the City, Property Owners shall dedicate to the City the land on the East side of the Project, as depicted on Exhibit D, which may be utilized by the City for a future roadway.

6.4 **Electric Poles Along Main Street.** Property Owners shall be required to relocate the power lines along Main Street necessary to construct 860 South and shall be required to underground utilities in accordance with the City's Vested Laws.

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

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

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

7.3 **Developer's Remedies Upon Default.** Developer's sole and exclusive

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

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

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

To the Property Owners:

Adam Killpack
9806 N Hibiscus Ln
Eagle Mountain, UT 85005

To the City:

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

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

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

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

8.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing,

postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

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

9. **Administrative Amendments.**

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

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

9.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

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

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

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

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

9.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within 45 days. If the Administrator approves the

Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

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

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

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

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

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

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

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

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

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

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

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

10.4 **Planning Commission Review of Modification Applications**

10.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

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

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

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

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

10.8 **Amendments by Property Owners.** Notwithstanding any other provision in this Agreement to the contrary, Property Owners may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from Property Owners or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor Property Owners shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 15.

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

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

13. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub-developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with

the Project.

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

15. **Termination**

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

- (i) Expiration of the Term of this Agreement;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

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

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

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

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

19. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

21. **Force Majeure.** Any prevention, delay or stoppage of the performance of any

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

22. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified

23. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Property Owners each shall designate and appoint a representative to act as a liaison between the City and its various departments and Property Owners. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project

24. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

25. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

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

28. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

29. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

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

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

[Signatures appear on the following two pages.]

CITY

Heber City, a political subdivision of the State of Utah

By: _____
Name:
Its: _____

Approved as to form and legality:

City Attorney

By: _____

Attest:

City Recorder

By: _____

DRAFT

EXHIBIT A

Legal Description

DRAFT

EXHIBIT B

Site Plan

DRAFT

EXHIBIT C

Building Elevations

DRAFT

EXHIBIT D

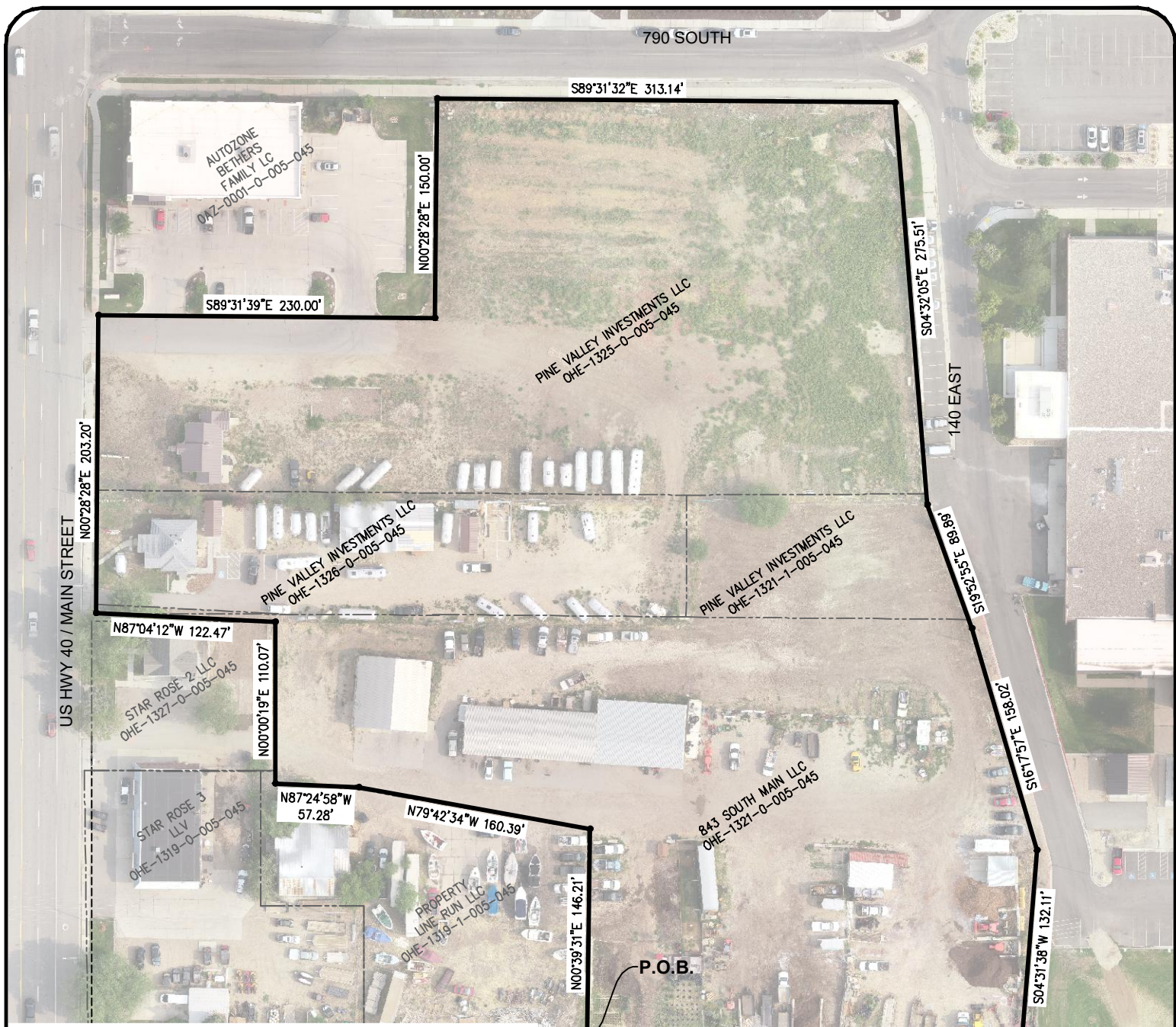
Road Dedications

DRAFT

EXHIBIT E

140 East Road Dedication

DRAFT



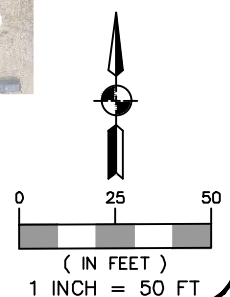
BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 639.13 FEET AND NORTH 1225.29 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;


THENCE N79°42'34"W 160.39 FEET; THENCE N87°24'58"W 57.28 FEET; THENCE N00°00'19"E 110.07 FEET; THENCE N87°04'12"W 122.47 FEET; THENCE N00°28'28"E 203.20 FEET; THENCE S89°31'39"E 230.00 FEET; THENCE N00°28'28"E 150.00 FEET; THENCE S89°31'32"E 313.14 FEET; THENCE S04°32'05"E 275.51 FEET; THENCE S19°52'55"E 89.89 FEET; THENCE S16°17'57"E 158.02 FEET; THENCE S04°31'38"W 132.11 FEET; THENCE N89°59'08"W 296.67 FEET; THENCE N00°39'31"E 146.21 FEET TO THE POINT OF BEGINNING.

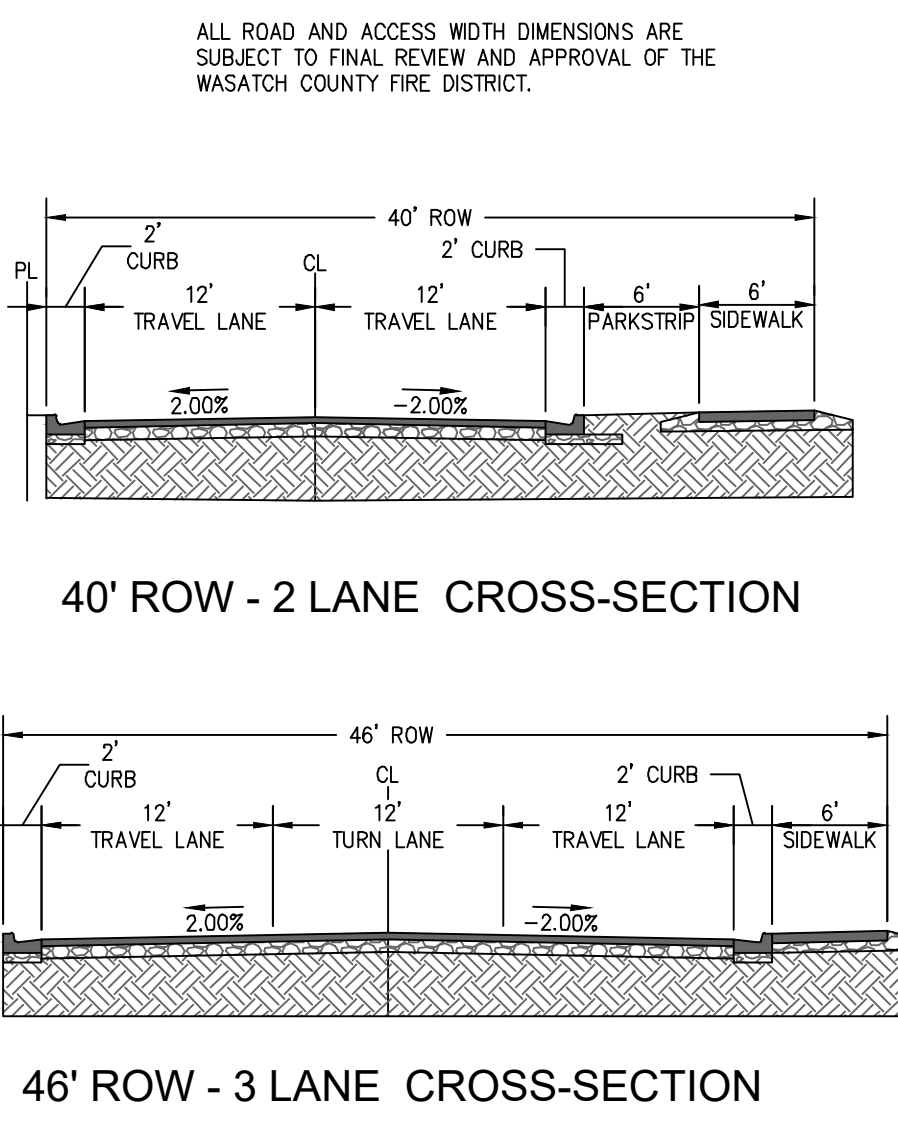
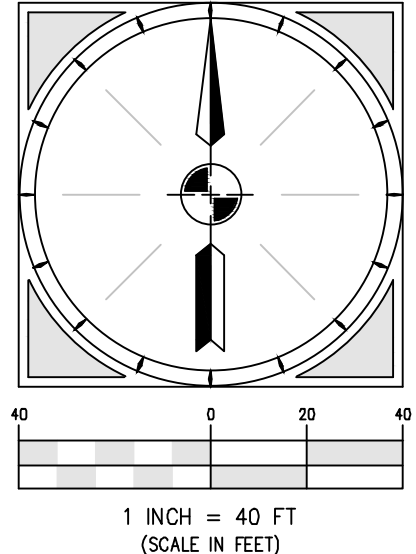
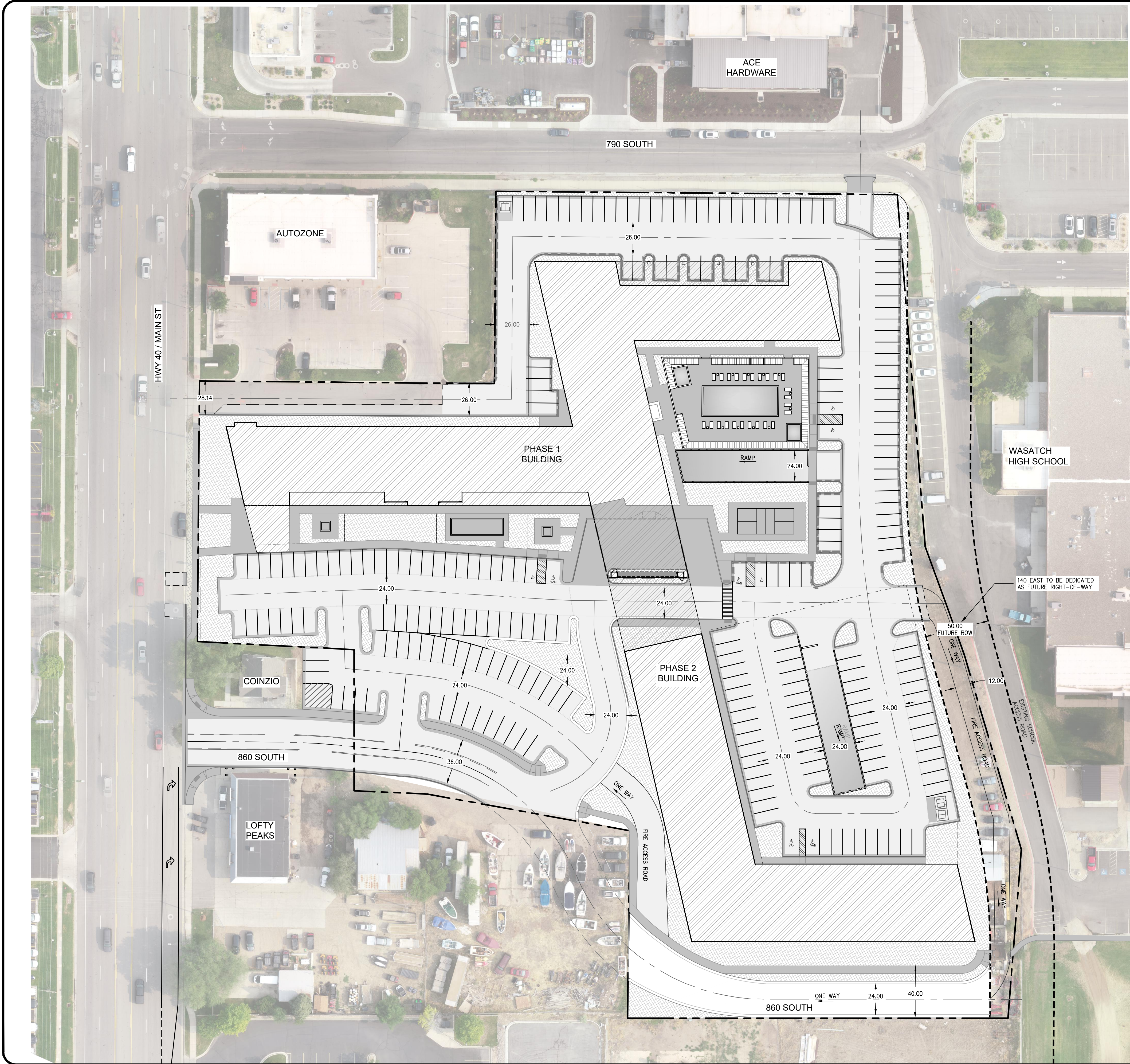
PARCEL CONTAINS 6.329 ACRES, OR 275,677 SQUARE FEET,

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PROJECT 25004593	PROJECT VIEWS ON MAIN	DRAWN BY: SFS	 ATWELL 866.850.4200 www.atwell-group.com 55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231
SHEET 1	SHEET TITLE OVERALL BOUNDARY EXHIBIT A	ISSUE DATE 5/19/2025	



ATWELL
 866.850.7200
 www.atwell.com
 55 WEST CENTER • P.O. BOX 176 HERRDT, UTAH 84032
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NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			
6			
7			
8			

PROJECT ENGINEER	DATE
BMB	

PROJECT MANAGER	DATE
BMB	

PROJECT	DATE
VEWS ON MAIN	

SHEET TITLE	DATE
860 SOUTH LAYOUT & SITE PLAN EXHIBIT	5/23/2025

PROJECT	SHEET
C21-029	EXH-B

Exhibit C

Example Building Elevations

Building materials will be based on building code.

**Building renderings may differ from civil and architectural plans.*



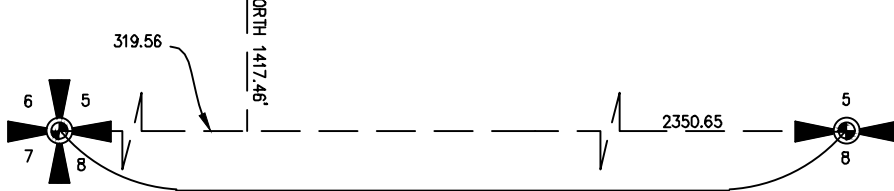
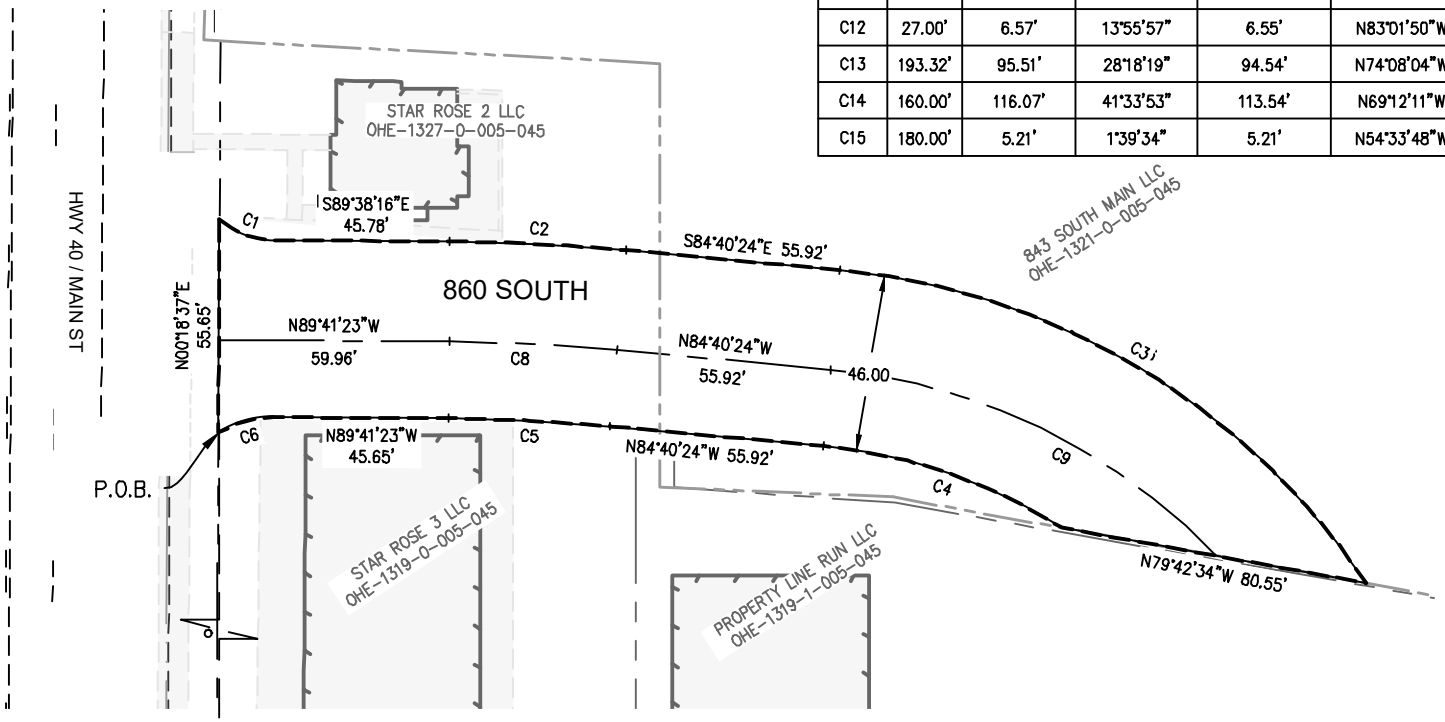
ACCESS EASEMENT DESCRIPTION

A RIGHT-OF-WAY EASEMENT. BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 2350.65 FEET AND NORTH 1417.46 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°18'37"E 55.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 21.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N42°44'53"E THENCE 15.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°26'16", WITH A CHORD BEARING AND DISTANCE OF S68°28'15"E 15.20 FEET; THENCE S89°38'16"E 45.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 526.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S00°18'37"W THENCE 46.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'59", WITH A CHORD BEARING AND DISTANCE OF S87°10'53"E 46.04 FEET; THENCE S84°40'24"E 55.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 186.00 FEET; THENCE 164.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°46'18", WITH A CHORD BEARING AND DISTANCE OF S59°17'15"E 159.48 FEET; THENCE N79°42'34"W 80.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 140.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S32°27'18"W THENCE 66.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°07'42", WITH A CHORD BEARING AND DISTANCE OF N71°06'33"W 65.67 FEET; THENCE N84°40'24"W 55.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET; THENCE 42.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'59", WITH A CHORD BEARING AND DISTANCE OF N87°10'53"W 42.01 FEET; THENCE N89°41'23"W 45.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 27.00 FEET; THENCE 15.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°00'12", WITH A CHORD BEARING AND DISTANCE OF S74°18'31"W 14.89 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.295 ACRES, OR 12,868 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'13" EAST BETWEEN THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENTS AT THE SOUTHWEST CORNER AND THE FOUND SOUTH ONE-QUARTER-CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	21.00'	15.55'	42°26'16"	15.20'	S68°28'15"E
C2	526.00'	46.05'	5°00'59"	46.04'	S87°10'53"E
C3	186.00'	164.82'	50°46'18"	159.48'	S59°17'15"E
C4	140.00'	66.29'	27°07'42"	65.67'	N71°06'33"W
C5	480.00'	42.03'	5°00'59"	42.01'	N87°10'53"W
C6	27.00'	15.08'	32°00'12"	14.89'	S74°18'31"W
C7	134.00'	41.10'	17°34'22"	40.94'	S46°40'27"E
C8	500.00'	43.78'	5°00'59"	43.76'	N87°10'53"W
C9	160.00'	114.03'	40°50'04"	111.63'	N64°15'22"W
C10	137.00'	50.64'	21°10'43"	50.35'	S62°02'09"E
C11	13.00'	19.72'	86°55'55"	17.89'	N46°34'02"E
C12	27.00'	6.57'	13°55'57"	6.55'	N83°01'50"W
C13	193.32'	95.51'	28°18'19"	94.54'	N74°08'04"W
C14	160.00'	116.07'	41°33'53"	113.54'	N69°12'11"W
C15	180.00'	5.21'	1°39'34"	5.21'	N54°33'48"W



SOUTHWEST CORNER SECTION 5, T4S, R5E, SLB&M. KNOWN LOCATION OF WASATCH COUNTY MONUMENT.(OBLITERATED)

BASIS OF BEARINGS NORTH 89°54'13" EAST 2,657.84'

SOUTH ONE-QUARTER CORNER SECTION 5, T4S, R5E, SLB&M. FOUND WASATCH COUNTY MONUMENT.

REVIEW PRINT ONLY

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PROJECT
C21-029

SHEET
1 OF 2

PROJECT
VIEWS ON MAIN

SHEET TITLE
ACCESS EASEMENT EXHIBIT D

DRAWN BY:
SFS

ISSUE DATE
5/19/2025

ATWELL
866.850.4200 www.atwell-group.com

55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

ACCESS EASEMENT DESCRIPTION

A RIGHT-OF-WAY EASEMENT. BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 651.85 FEET AND NORTH 1254.93 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N00°39'31"E 62.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 134.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N52°06'44"E THENCE 41.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°34'22", WITH A CHORD BEARING AND DISTANCE OF S46°40'27"E 40.94 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 137.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N38°33'13"E THENCE 50.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°10'43", WITH A CHORD BEARING AND DISTANCE OF S62°02'09"E 50.35 FEET; THENCE S89°59'08"E 184.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N00°00'12"E THENCE 19.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°55'55", WITH A CHORD BEARING AND DISTANCE OF N46°34'02"E 17.89 FEET; THENCE S89°20'35"E 10.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 502.95 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S89°41'47"W THENCE 8.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'07", WITH A CHORD BEARING AND DISTANCE OF S00°11'50"W 8.80 FEET; THENCE S00°33'56"W 44.18 FEET; THENCE N89°59'08"W 11.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 27.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S13°56'08"W THENCE 6.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°55'57", WITH A CHORD BEARING AND DISTANCE OF N83°01'50"W 6.55 FEET; THENCE N89°59'08"W 169.17 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 193.32 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N01°42'47"E THENCE 95.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°18'19", WITH A CHORD BEARING AND DISTANCE OF N74°08'04"W 94.54 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 180.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N34°36'25"E THENCE 5.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°39'34", WITH A CHORD BEARING AND DISTANCE OF N54°33'48"W 5.21 FEET TO THE POINT OF BEGINNING.

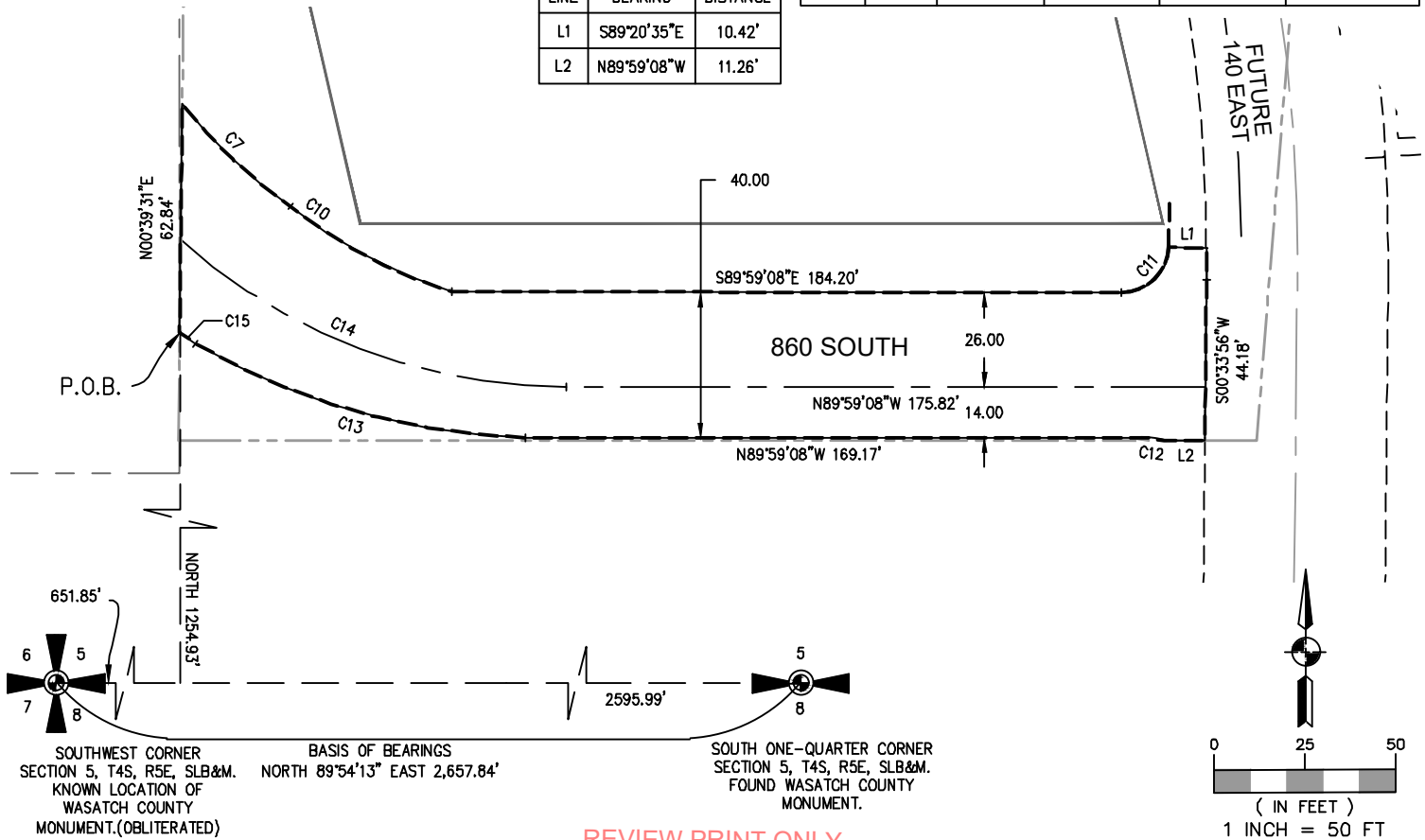
PARCEL CONTAINS 0.277 ACRES, OR 12,087 SQUARE FEET.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°20'35"E	10.42'
L2	N89°59'08"W	11.26'

BASIS OF BEARINGS


THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'13" EAST BETWEEN THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENTS AT THE SOUTHWEST CORNER AND THE FOUND SOUTH ONE-QUARTER-CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

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C6	27.00'	15.08'	32°00'12"	14.89'	S74°18'31"W
C7	134.00'	41.10'	17°34'22"	40.94'	S46°40'27"E
C8	500.00'	43.78'	5°00'59"	43.76'	N87°10'53"W
C9	160.00'	114.03'	40°50'04"	111.63'	N64°15'22"W
C10	137.00'	50.64'	21°10'43"	50.35'	S62°02'09"E
C11	13.00'	19.72'	86°55'55"	17.89'	N46°34'02"E
C12	27.00'	6.57'	13°55'57"	6.55'	N83°01'50"W
C13	193.32'	95.51'	28°18'19"	94.54'	N74°08'04"W
C14	160.00'	116.07'	41°33'53"	113.54'	N69°12'11"W
C15	180.00'	5.21'	1°39'34"	5.21'	N54°33'48"W



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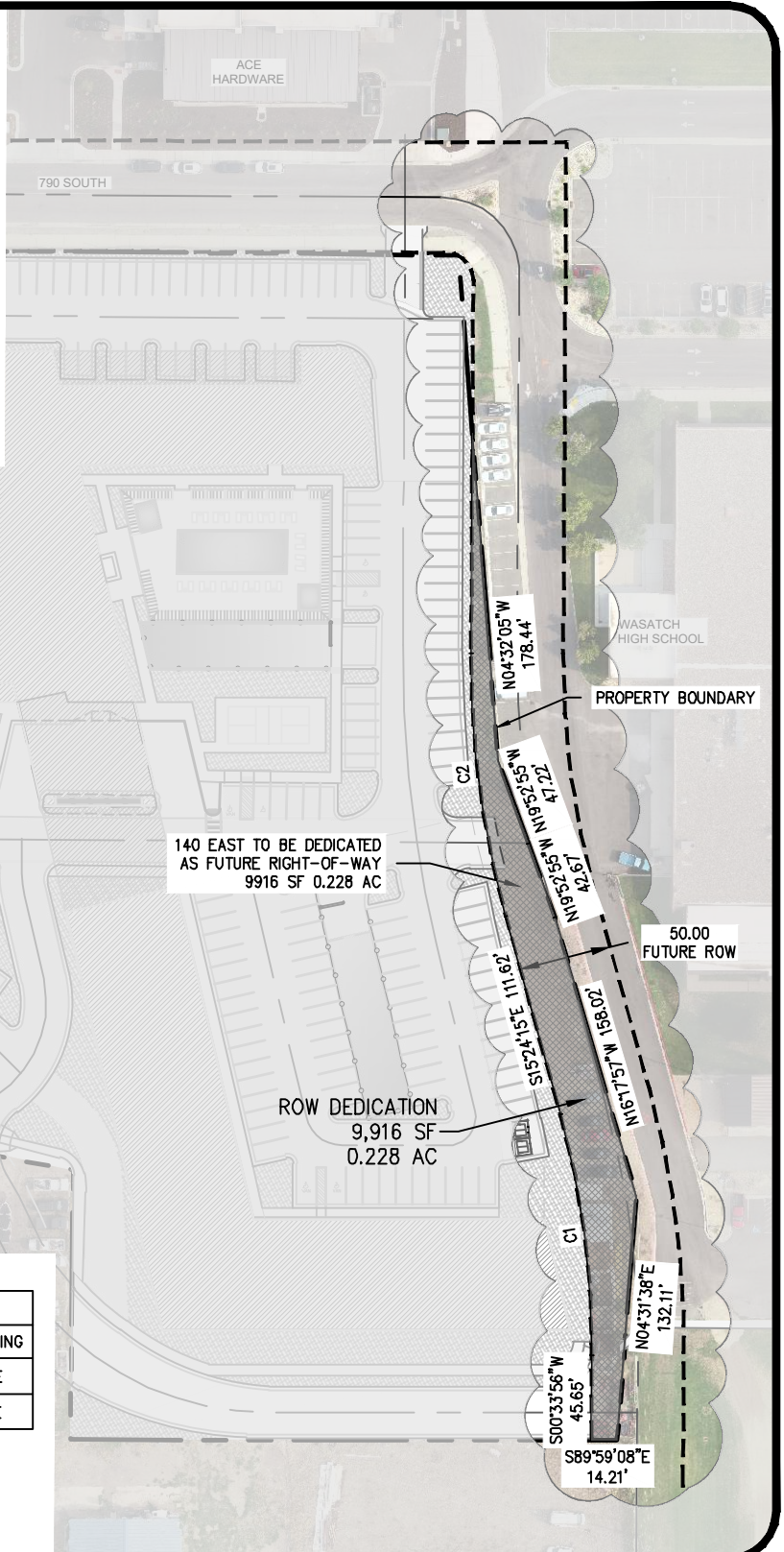
PROJECT C21-029	PROJECT VIEWS ON MAIN	DRAWN BY: SFS	 ATWELL 866.850.4200 www.atwell-group.com 55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231
SHEET 2 OF 2	SHEET TITLE ACCESS EASEMENT EXHIBIT D	ISSUE DATE 5/19/2025	

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 935.80 FEET AND NORTH 1224.72 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N89°59'08"W 14.21 FEET; THENCE N00°33'56"E 45.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 475.00 FEET; THENCE 132.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'11", WITH A CHORD BEARING AND DISTANCE OF N07°25'09"W 131.97 FEET; THENCE N15°24'15"W 111.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE 144.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°44'36", WITH A CHORD BEARING AND DISTANCE OF N07°31'57"W 143.80 FEET; THENCE N00°20'21"E 119.08 FEET; THENCE S04°32'05"E 178.44 FEET; THENCE S19°52'55"E 47.22 FEET; THENCE S19°52'55"E 42.67 FEET; THENCE S16°17'57"E 158.02 FEET; THENCE S04°31'38"W 132.11 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.228 ACRES, OR 9,916 SQUARE FEET,



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	475.00'	132.39'	15°58'11"	131.97'	S7°25'09"E
C2	525.00'	144.25'	15°44'36"	143.80'	S7°31'57"E

ALL ROAD AND ACCESS WIDTH DIMENSIONS ARE SUBJECT TO FINAL REVIEW AND APPROVAL OF THE WASATCH COUNTY FIRE DISTRICT.

1" = 100'

Z:\SEG PROJECTS\CURRENT PROJECTS\C21-029 RIDGEPOINT MNTG - VIEWS ON MAIN\WORKING FILES\ENGINEERING\DWG\C21-029 MDA EXH.DWG

PROJECT C21-029	PROJECT THE VIEWS ON MAIN	DRAWN BY: SFS	ATWELL 866.850.4200 www.atwell.com <small>55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-654-9229 • F: 435-654-9231</small>
SHEET 1	SHEET TITLE FUTURE 140 EAST DEDICATION	ISSUE DATE 5/28/2025	



Activity Deck



Restaurant



Restaurant



Restaurant



Restaurant



Heber City Council Staff Report

MEETING DATE:	6/3/2025
SUBJECT:	Ordinance 2025-07 Zoning Map Amendment: 1874 South Daniels Road
RESPONSIBLE:	Jacob Roberts
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Zoning Map Amendment request for real property located at approx. 1874 South Daniels Road, parcel number 00-0020-6899 (see attached maps). The property is currently zoned R-1 Residential & I-1 Industrial with each zone covering approximately 50% of the parcel. A zoning map amendment has been requested by the applicant to rezone the parcel entirely as I-1 Industrial. Currently, the rear portion of the property is being used by a landscaping company as well as a towing company. The front of the property is a residential home. These uses would continue uninterrupted. The property owner hopes to redevelop the property at a future date. Any such future proposed redevelopment would be required to conform to all zoning and engineering requirements of the I-1 Zone.

Property Info

Address: 1874 South Daniels Road, Heber City Utah 84032

Size: 1 Acre

Area to be rezoned is approx .5 of an acre.

Applicant Request

Applicant: Kris Parker

Rezone property from 50% Industrial (I-1) / 50% Residential (R-1) to 100% Industrial (I-1)

Purpose: To allow for future industrial expansion.

Planning Commission Recommendation

Approved as presented with findings and conditions as presented by Staff on May 13th after holding a public hearing.

Policy Question:

Should 1 acre of real property located at approximately 1874 South Daniels Road (parcel 00-0020-6899) be rezoned from the Residential Zone R-1 & I-1 Industrial Zone to the I-1 Industrial Zone only?

RECOMMENDATION

Staff is recommending **approval** of the Zoning Map Amendment based on the findings and conditions outlined below.

BACKGROUND

This parcel was annexed into the city in 2007 as a part of the Daniel Airport Road Annexation. The zoning at the time of annexation was identical to today's zoning designation.

The property owner approached the city to rezone the front half of the parcel to I-1 in order to more fully utilize the site for industrial purposes. While the applicant intends to redevelop the property in the future, no immediate plans are in place, and the property will continue to function as it does today. Uses consistent with the I-1 Zone will occur behind the existing residence, which will continue to be used as a home.

On May 13 2025 the Heber City Planning Commission held a public hearing and forwarded a positive recommendation to City Council.

DISCUSSION

Having reviewed the application, staff finds that approval of the request for a zone change is acceptable based on the following findings:

General Plan

The General Plan designates this area as (I) Light Industrial:

Light Industrial (I)	Manufacturing uses located generally within enclosed buildings, plus office warehouse uses	NA	Limited outdoor storage and activity; may allow for accessory apartments
----------------------	--	----	--

- The requested rezoning of this property is inline with the General Plan.

Zoning

1. Currently, the property is being used for light industrial uses. This is inline with the zoning of the western half of the property (I-1). Rezoning the full property to I-1 would be inline with the general plan and the current use of the property.

2. The existing home at the front of the property is currently being used as a residence and will continue to be used as such. Residential use will become a legal nonconforming (grandfathered) use and may continue until the property is developed or otherwise altered in a way that discontinues such use as outlined in Heber City Municipal Code Section 18.112.050 Nonconforming Uses - Substitution, Extension, Discontinuance, Etc.

Approved Uses in the I-1 Industrial Zone are outlined below:

I-1 Zone Table of Land Use Regulations

Land Uses	I-1	Limitations
Accessory buildings and parking lots incidental and accessory to other permitted uses;	P	
Agriculture, farm machinery storage sheds, vegetable and fruit packing and processing plants, and livestock raising;	P	
Airport and associated activities	P	Subject to the Airport Overlay Zone 18.43
Earthmoving and equipment storage, gas and oil storage facilities, public buildings and public utility buildings, craft shops, and accessory signs	P	
Manufacturing, processing, packaging, fabrication and warehousing of goods and materials	P	Except the processing of animal byproducts and livestock feed yards, steel manufacturing plants, oil refineries, wallboard manufacturing and similar establishments which emit offensive fumes, smoke, noise, dust, odor, etc.
Retail commercial uses and cafes	P	No retail commercial transaction nor business may be conducted within a storage shed.
Scenic railroads and railroad maintenance yards;	P	
Water wells, utility transmission lines, dams, pumping plants, power plants, sewage treatment plants;	P	Subject to review and approval of the State Division of Health
An Accessory Apartment for the use of employees only.	C	Shall be for employees, and/or owners
Commercial day care, nursery, day care, or preschools	C	
Public Facilities for Special Events.	C	Public Facilities for Special Events is a parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.
Telecommunication Towers	C	
Climate controlled commercial storage.	C	See 18.44.070
Climate controlled commercial storage.	C	See 18.44.070
Any use with a development parcel larger than 1 acre and/or a building with over 60,000 square feet shall be a conditional use.	C	
Signs	P	As regulated by Section 18.103

All conditions of the City Engineer must be met as a condition of approval:

Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications in place at time of development. Additionally, at time of development, or a prior time requested by the City, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by applicant. All City Engineer

requirements will need to be satisfied prior to any final development plans being approved. The following are site and infrastructure concerns known at this time that need to be addressed and finalized through the development process: (Please note that the following list is not to be considered all-inclusive and additional concerns may arise as development plans are submitted for review.)

1. Boundary lines of existing parcels extend into Daniels Road. Dedication to Heber City of property in roadway needs to occur.
2. Daniels Road is currently on the Master Plan as a Major Collector. Upon development, proper width to accommodate a Major Collector road or then current Master Plan road cross section will need to be dedicated to the City.
3. Design, construct, and pay for widening of Daniels Road to major collector road standards or then current Master Plan road cross section and match grade and width of already constructed adjoining road cross section.
4. At time of development, extend all utility lines including curb and gutter and asphalt widening along Daniels Road frontage per Heber City standards and specifications.
5. At time of development the Master Planned paved trail along Daniels Road will need easement granted and be designed and constructed with improvements.
6. Comply with any pioneering agreements in place for any infrastructure reimbursements that City is obligated to enforce and collect.

FISCAL IMPACT

N/A

CONCLUSION

Staff recommends approval of the zoning map amendment for the property located at approximately 1874 South Daniels Road (parcel 00-0020-6899), changing the zoning from split R-1 Residential and I-1 Industrial to entirely I-1 Industrial. The request aligns with the General Plan and reflects the property's current industrial use. The existing home on the site will continue as a legal nonconforming (grandfathered) residential use, permitted until the property is developed or otherwise altered in a way that discontinues such use as outlined in Heber City Municipal Code Section 18.112.050 Nonconforming Uses - Substitution, Extension, Discontinuance, Etc. Approval is recommended subject to all City Engineer requirements being met at the time of development.

This legislative item required notification to all parcels within 300 feet of the subject property, the placement of an A-frame sign at the Zoning Map Amendment location, and postings at more than the required eight local businesses throughout Wasatch County. In addition, notices were published in the Public Notification System and on the Wasatch County website. **All noticing requirements were fully met.**

Policy Question:

Should real property located at approximately 1874 South Daniels Road (parcel 00-0020-6899) be rezoned from Residential Zone R-1 to the I-1 Industrial Zone?

Findings

- This Zoning Map amendment is consistent with the outlined Land Use of the General Plan
- The current and future use of the property is consistent with permitted uses in the I-1 Zone. The current residential use would become a legal nonconformity.
- Planning Commission held a public hearing on May 13th, 2025 and forwarded a positive recommendation.

Conditions

- All conditions of the City Engineer must be met.

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 Zoning Map Amendment: 1874 South Daniels Road as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. 1874 S Daniel Rezone CC June 3 2025
2. Ord 2025-07 1874 Daniels Rd Zone Change
3. GP Land Use
4. Current Zoning 1874 S Daniels Road
5. Requested Zoning 1874 S Daniels Road
6. Public Hearing notice 1874 S Daniel Rd Rezone



Ordinance 2025-07: 1874 Daniels Road Zoning Map Amendment

City Council

Date: 6/3/25

Summary

- Zone change request for real property located at approx. 1874 South Daniel Road, parcel number 00-0020-6899. The property is currently zoned R-1 Residential & I-1 Industrial with each zone covering approximately 50% of the parcel. A zoning map amendment has been requested by the applicant to rezone the parcel entirely as I-1 Industrial.
- Planning Commission forwarded a positive recommendation on May 13, 2025 after holding a public hearing.

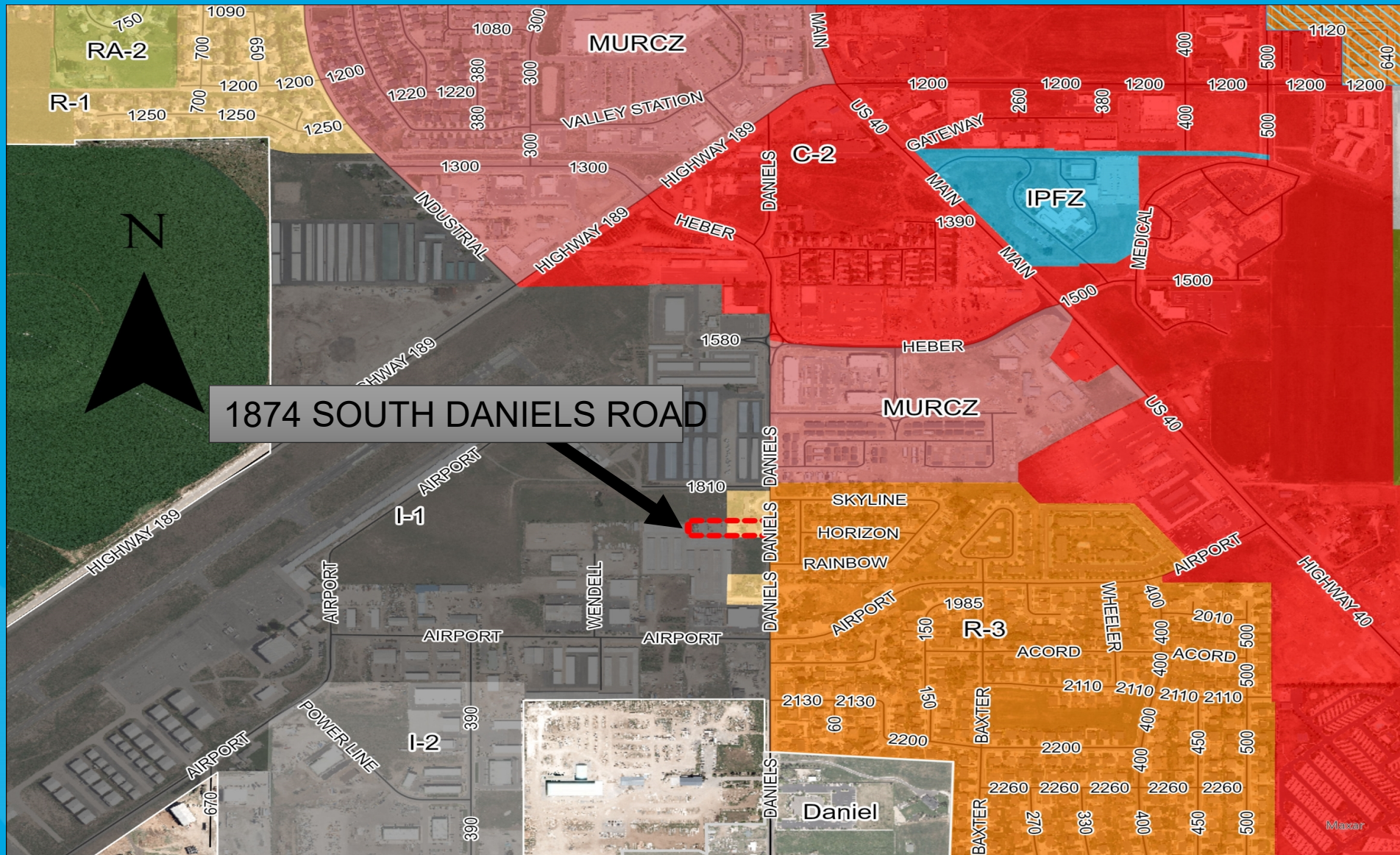
Policy Questions

- Should a Zoning Map Amendment for property located at 1874 South Daniels Road be approved to change zoning from I-1/R-1 to I-1 only?

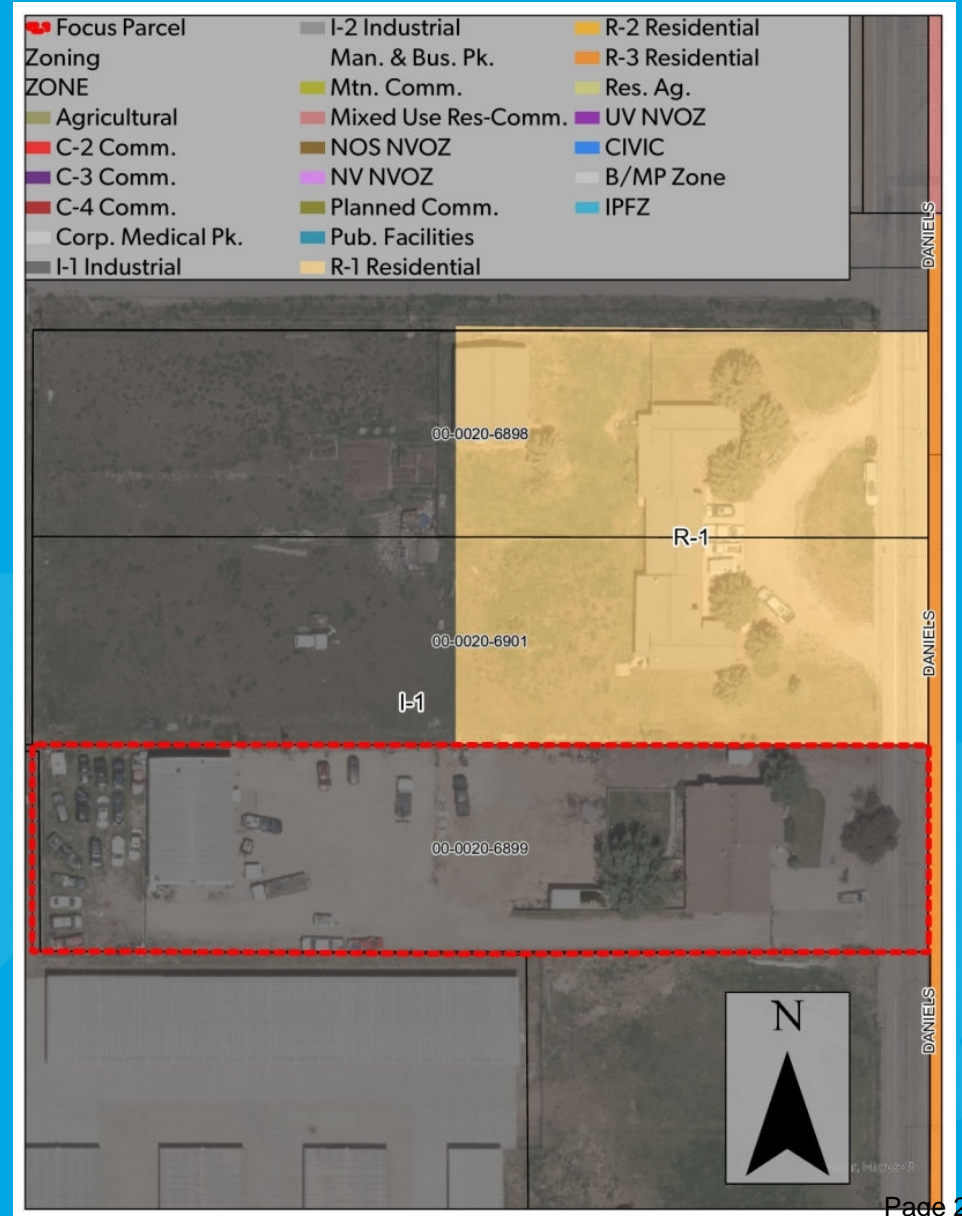
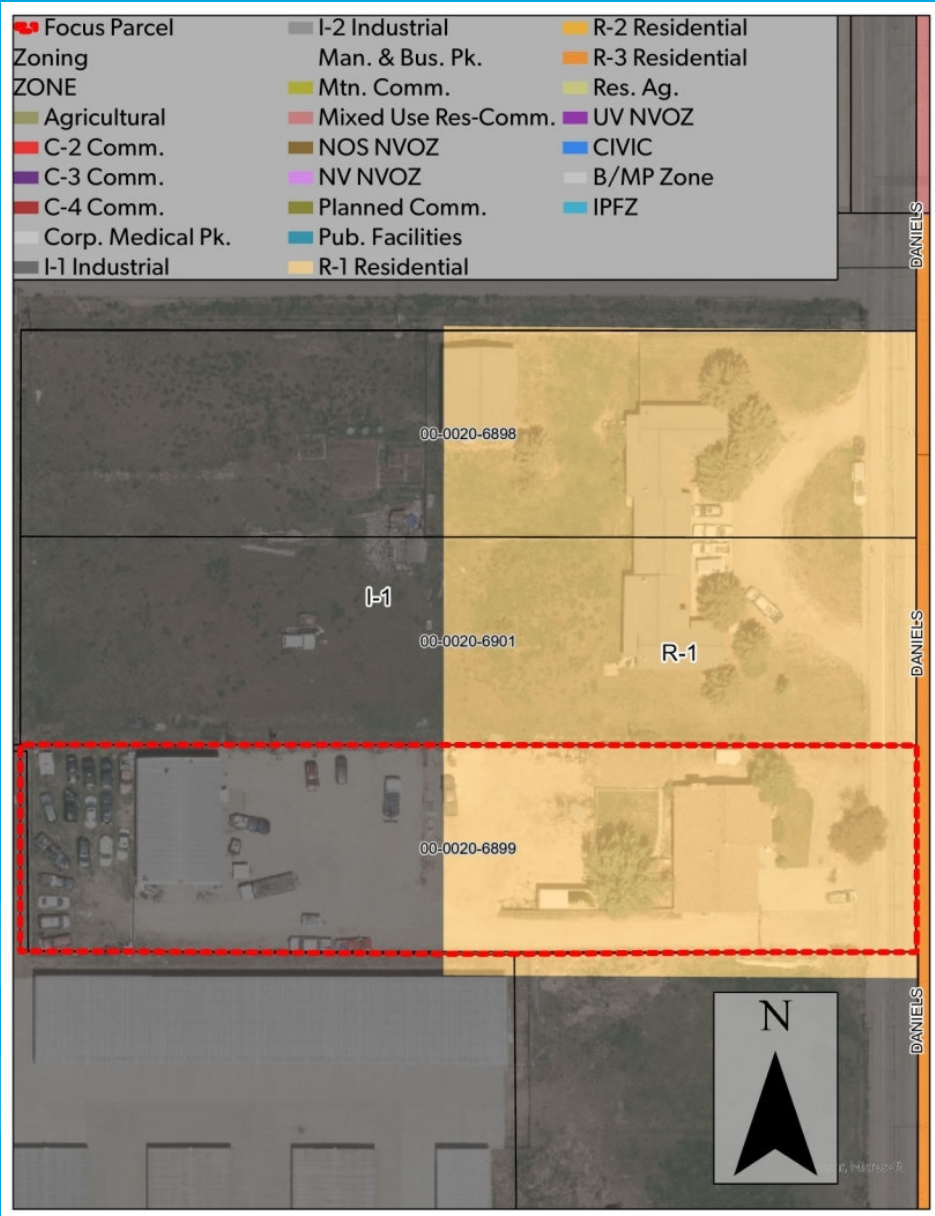
Property Details

- Size: 1 Acre
- Address 1874 South Daniels Road, Heber City UT
- Parcel Number: 00-0020-6899
- Current Zoning: ~50% I-1 & ~50% R-1
- Requested Zoning: 100% I-1

Area Map



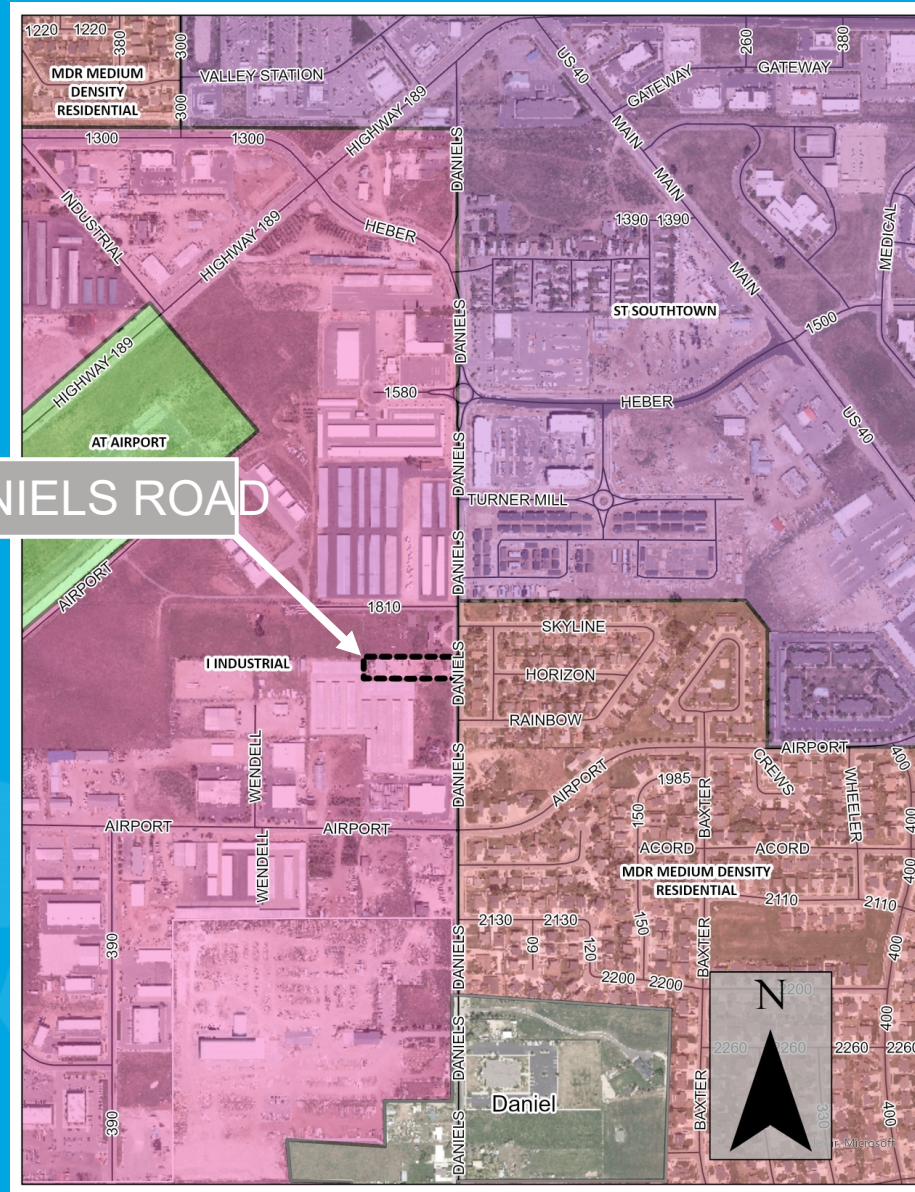
Requested Zoning Map Amendment



General Plan Land Use Designation

Land Use Designation:
Industrial

1874 SOUTH DANIELS ROAD



Policy Questions

- Should a Zoning Map Amendment for property located at 1874 South Daniels Road be approved to change zoning from I-1/R-1 to I-1 only?



Ordinance 2025-07: 1874 Daniels Road Zoning Map Amendment

City Council

Date: 6/3/25

ORDINANCE NO. 2025-07

AN ORDINANCE AMENDING THE ZONING OF PROPERTY LOCATED AT APPROXIMATELY 1874 DANIELS ROAD TO THE I-1 INDUSTRIAL ZONE.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, are hereby rezoned to The I-1 Industrial Zone as shown in Exhibit B.

This Ordinance shall take effect immediately upon approval.

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

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

APPROVED:

Mayor Heidi Franco

ATTEST:

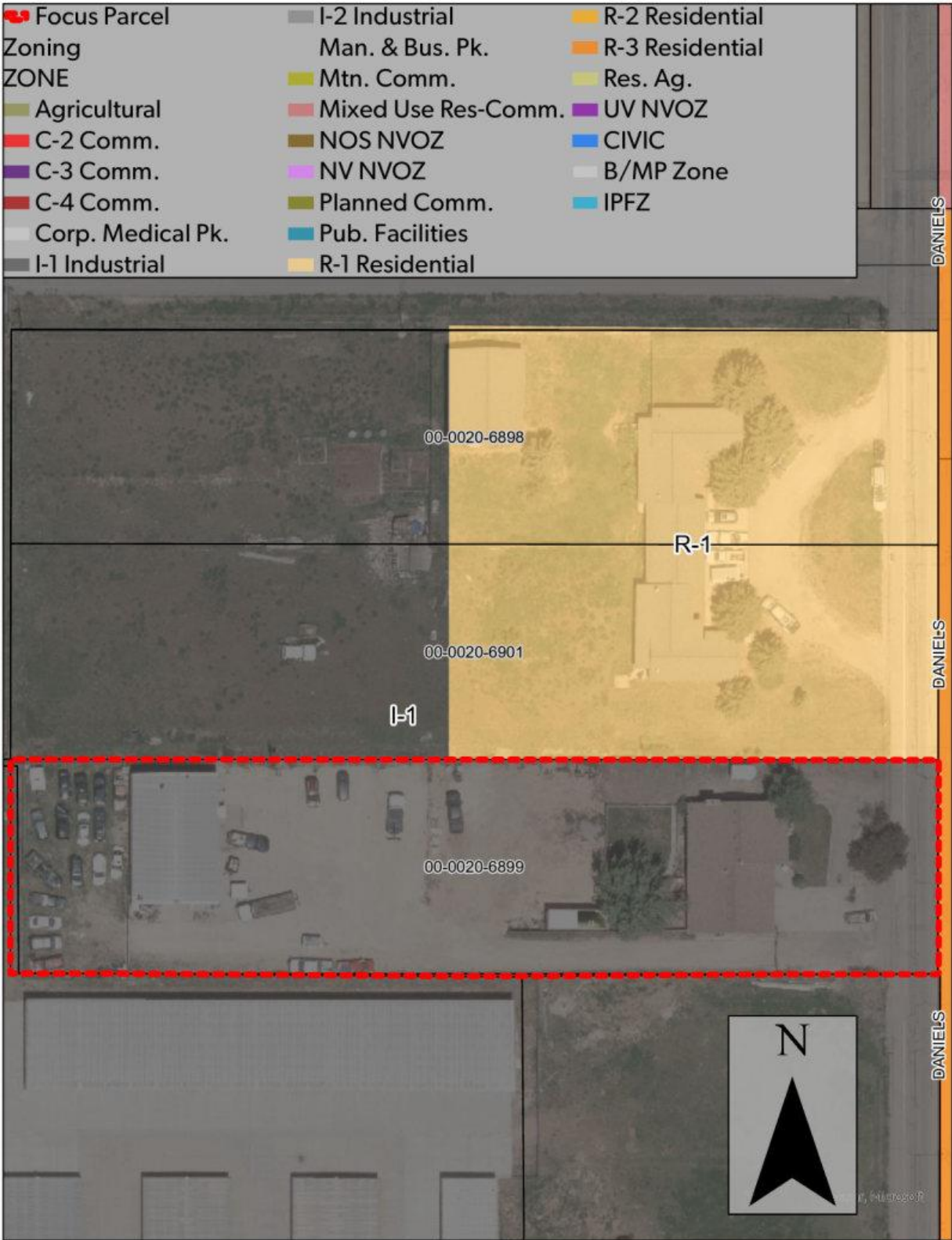
RECORDER

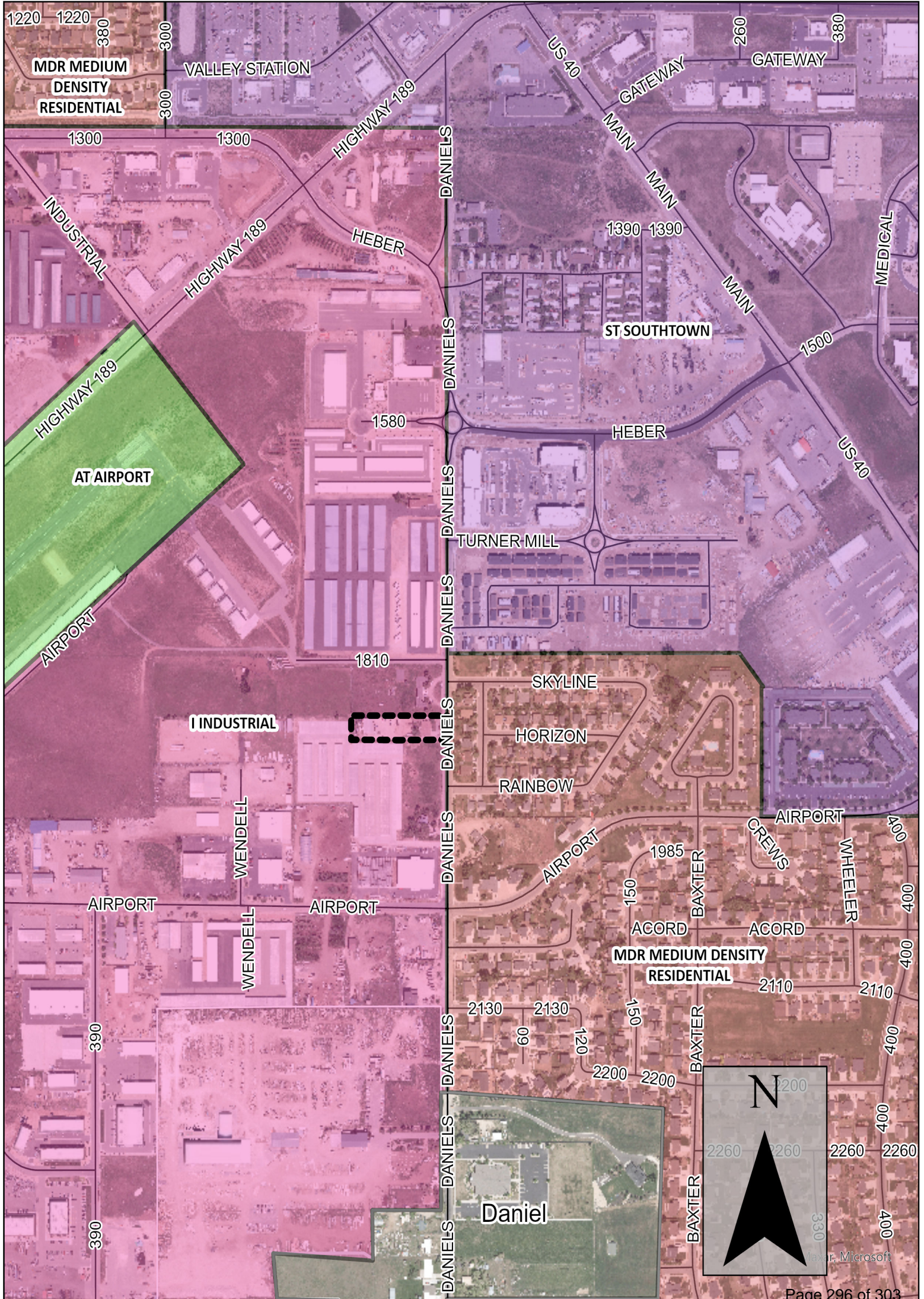
Date: _____

EXHIBIT A

Beginning at a point 257.56 feet South of the Northeast corner of the Southeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 100 feet; thence West 435.6 feet; thence North 100 feet; thence East 435.6 feet to the point of beginning.

EXHIBIT B





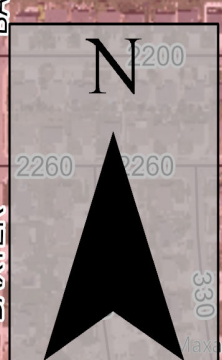
MDR MEDIUM
DENSITY
RESIDENTIAL








AT AIRPORT










I INDUSTRIAL



MDR MEDIUM DENSITY
RESIDENTIAL

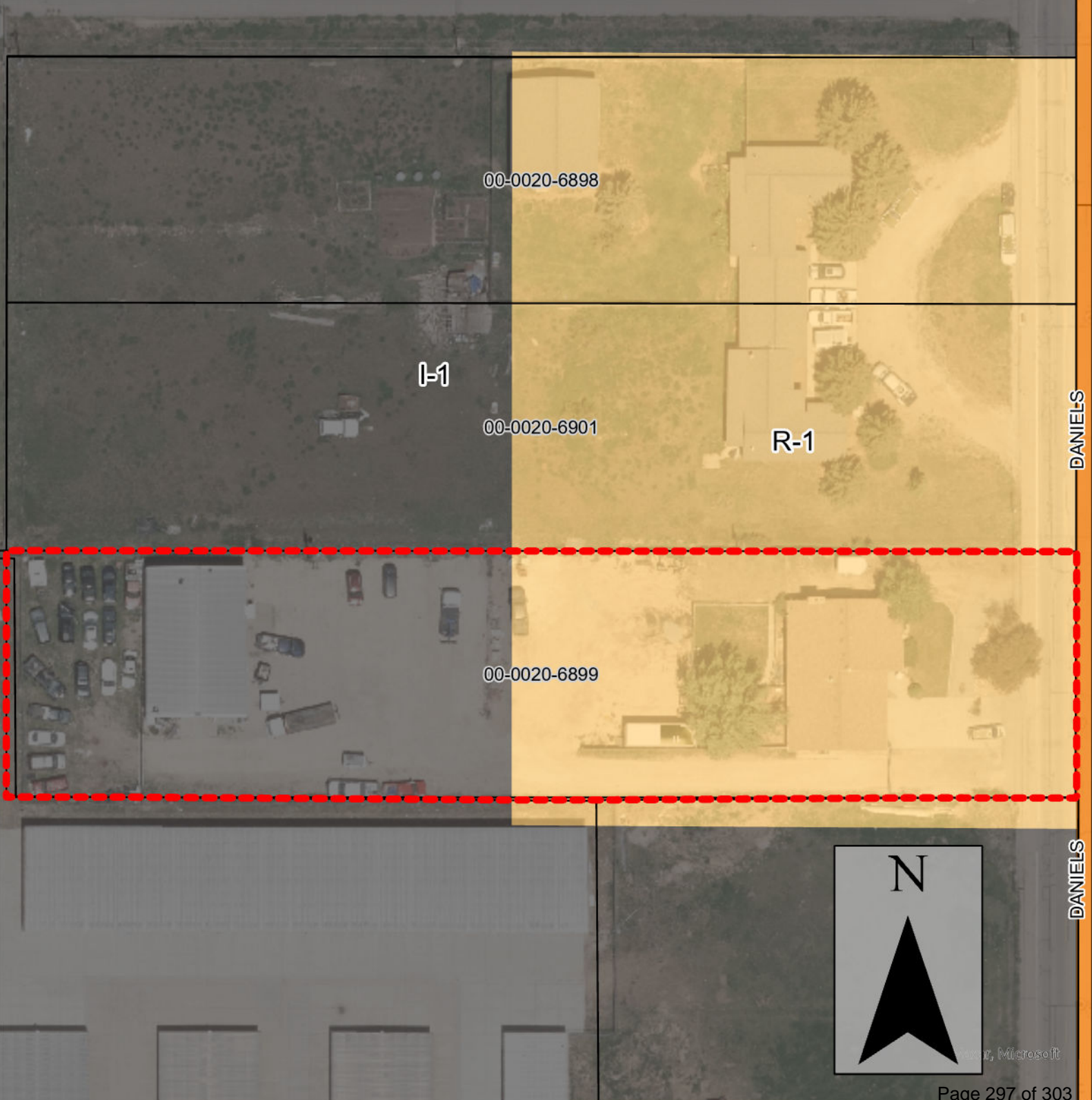
Daniel



-  Focus Parcel
- Zoning
- ZONE
-  Agricultural
-  C-2 Comm.
-  C-3 Comm.
-  C-4 Comm.
-  Corp. Medical Pk.
-  I-1 Industrial

-  I-2 Industrial
-  Man. & Bus. Pk.
-  Mtn. Comm.
-  Mixed Use Res-Comm.
-  NOS NVOZ
-  NV NVOZ
-  Planned Comm.
-  Pub. Facilities
-  R-1 Residential








-  R-2 Residential
-  R-3 Residential
-  Res. Ag.
-  UV NVOZ
-  CIVIC
-  B/MP Zone
-  IPFZ


















DANIELS

DANIELS

DANIELS

 Focus Parcel
 Zoning
 ZONE
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 C-3 Comm.
 C-4 Comm.
 Corp. Medical Pk.
 I-1 Industrial

 I-2 Industrial
 Man. & Bus. Pk.
 Mtn. Comm.
 Mixed Use Res-Comm.
 NOS NVOZ
 NV NVOZ
 Planned Comm.
 Pub. Facilities
 R-1 Residential

 R-2 Residential
 R-3 Residential
 Res. Ag.
 UV NVOZ
 CIVIC
 B/MP Zone
 IPFZ



Heber City Corporation

NOTICE OF PUBLIC HEARING

Planning Commission

NOTICE IS HEREBY GIVEN that on the 13th day of May, 2025 at the hour of 6:00 p.m. of said day in the Council Chambers of Heber City, 75 North Main Street Heber City, Utah the Planning Commission will hold and conduct a Public Hearing to consider:

A Zoning Amendment for 1874 South Daniels Road to rezone the property from R-1 (Residential) & I-1 (Industrial) to I-1 (Industrial)

Summary of proposed amendment:

- ***The property is currently zoned half R-1 Residential and half I-1 Industrial. This amendment will rezone the full property to I-1 Industrial.***

If the Public is unable to attend, the Public Hearing comments can be emailed to PCPublic@heberut.gov All comments will be read aloud during the open comment portion of the Public Hearing and will be included as part of the permanent public records for this meeting.

DATED this 1st day of May, 2025

HEBER CITY CORPORATION

Meshelle Kjanen

Planning Department Administration

PUBLIC NOTICE POSTED: 13th day of March, 2024, on the Utah Public Notice Website at <http://pmn.utah.gov>, the City website, and in eight other locations in Heber City, Utah.



Heber City Council Staff Report

MEETING DATE: 6/3/2025

SUBJECT: Contract Award for Parking and Street Striping

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Provide public safety by maintaining the visibility of road striping, crosswalks, and on street parking stalls.

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to Donerite Lines for Heber City’s 2025 Annual Road Maintenance Project: Road Striping.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder, Donerite Lines, for an amount of \$137,225.45.

BACKGROUND

The project was advertised for bid starting on May 15, 2025 and a public bid opening was held on May 29, 2025. Two bids were received:

Donerite Lines: \$137,225.45
 Road Safe Traffic System: \$263,549.44

Donerite Lines has successfully completed road striping for the City in prior years and Staff recommends awarding this contract to Donerite Lines, in the amount of \$137,225.45.

It is anticipated that the work will begin around mid-July 2025 and will be finished by the end of September 2025.

DISCUSSION

In the draft FY25/26 Heber City Budget, \$85,000 of Transportation Operating money has been budgeted for annual road maintenance, including striping (T-060). In order to move forward with the project as recommended, an amendment to the original budget will be needed.

FISCAL IMPACT

Total engineering inspection services are estimated to be approximately \$14,000. The construction cost, if awarded to Donerite Lines, is expected to be \$137,225.45. The total budget for this project, including a 10% construction contingency, is estimated to be \$165,000. No additional impacts are anticipated and the project is planned for funding in the FY 25/26 Budget.

CONCLUSION

Based on the need to maintain our transportation infrastructure and public safety, staff is recommending the Council approve the recommendation to award the contract to Donerite Lines.

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: Engineering
Staff member: Kyle Turnbow, Engineer

EXHIBITS

1. Bid Tabulation

**Engineer's Estimate
Horrocks Engineers**

Project Manager: Willa Motley
Project Engineer: Rob Rydalch

Construction Cost Index: 1.098916853

**2025 Pavement Striping
Contractors**
Done Rite Lines
Road Sage Traffic Systems

Base Bid	Total
\$137,225.45	\$137,225.45
\$263,549.44	\$263,549.44

Bid Opening:
Date: May 29, 2025
Time: 3:00 PM

For: 2025 Pavement Striping
Heber City Utah

Average
Engineer's Estimate
Percent Difference

\$200,387.45	\$200,387.45
\$201,454.93	\$201,454.93
1%	1%

Base Bid - 2024 Cer 2025 Pavement Striping

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 Done Rite Lines LLC		Bidder 2 Road Safe Traffic Systems	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$12,472.71	\$12,472.71	\$750.00	\$750.00	\$25,525.00	\$25,525.00
2	Traffic Control	1	LS	\$23,384.95	\$23,384.95	\$1,500.00	\$1,500.00	\$30,423.00	\$30,423.00
3	Pavement Marking Paint	2495	GAL	\$36.63	\$91,384.11	\$25.50	\$63,622.50	\$40.49	\$101,022.55
4	Pavement Marking Messages	1259	EA	\$19.01	\$23,935.18	\$25.00	\$31,475.00	\$34.70	\$43,687.30
5	Handicap Pavement Marking Messages	19	EA	\$46.65	\$886.33	\$30.00	\$570.00	\$85.00	\$1,615.00
6	Pavement Marking - 12" Stop Bar and Crosswalks	10706	LF	\$1.25	\$13,412.10	\$1.85	\$19,806.10	\$1.80	\$19,270.80
7	Remove Pavement Markings	3300	SF	\$4.01	\$13,236.45	\$2.00	\$6,600.00	\$1.93	\$6,369.00
8	Red Curb Paint	3132	LF	\$1.59	\$4,990.62	\$0.75	\$2,349.00	\$1.64	\$5,136.48
9	Yellow Median Curb Paint	150	LF	\$3.30	\$494.51	\$0.55	\$82.50	\$1.64	\$246.00
10	Parking Pavement Markings (4" Stalls and Hatching)	10701	LF	\$0.57	\$6,114.94	\$0.35	\$3,745.35	\$1.51	\$16,158.51
11	Parking Stall End Tick Mark	90	EA	\$2.29	\$205.72	\$5.00	\$450.00	\$18.39	\$1,655.10
12	Parking Stall Intermediate Tick Mark	130	EA	\$1.71	\$222.86	\$5.00	\$650.00	\$18.39	\$2,390.70
Base Bid Subtotal:					\$190,740.49		\$131,600.45		\$253,499.44
Additive Item									
A1	Red Curb Paint (Additional)	7500	LF	\$1.43	\$10,714.44	\$0.75	\$5,625.00	\$1.34	\$10,050.00

GRAND TOTAL (Base Bid Subtotal plus Additive Bid Item A1)				\$201,454.93	\$137,225.45	\$263,549.44
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* Denotes a mathematical error

I hereby certify that this is a true and correct Bid Tabulation for the 2025 Pavement Striping



Willa Motley, P.E.