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

December 19, 2023

4:30 p.m. Closed Executive Session
5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

I. CLOSED SESSION - 4:30 P.M.

1. Strategy session to discuss the purchase, exchange, or lease of real property (Matt Brower, City Manager)

II. WORK MEETING - 5:00 P.M.

1. Aaron Gabrielson discuss permitted uses in the Business & Manufacturing Zone (Tony Kohler, Community Development Director) - *15 min*
2. 200 S Plaza Concept Plan (Jamie Baron, Planning Manager) - *30 min*

III. BREAK - 15 MIN

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

1. Call to Order
2. Pledge of Allegiance (Rachel Kahler, Council Member)
3. Prayer/Thought by Invitation (Scott Phillips, Council Member)

V. CONFLICT OF INTEREST DISCLOSURE:

VI. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Recognition of outgoing Council Members Kahler and Stack

VII. CONSENT AGENDA:

1. Approval of December 5, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2023-40 Adopting update to Subdivision Regulations (Tony Kohler, Community Development Director)
3. 2024 Holiday Schedule (Cherie Ashe, Human Resources Director)
4. Ordinance 2023-47 adopting amendments to Chapter 18.08 Definitions (Tony Kohler, Community Development Director)

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

IX. GENERAL BUSINESS ITEMS:

1. GAAP Financial Statement FY2023 Presentation (Sara Nagel, Finance Manager)

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

1. Public Hearing regarding Resolution 2023-23 for Fiscal Year 2023-2024 Budget Amendment followed by Council Consideration to Approve (Sara Nagel, Finance Manager) - *10 min*
2. Ground Lease and Parking Agreement for Performing Arts Center (Matt Brower, City Manager, Phil Jordan) - *10 min*
3. Parks and Cemetery Administration Building Request for Proposal (RFP) & Cemetery Master Plan Amendment (Matt Brower, City Manager, Mark Rounds, Parks and Cemetery Director) - *15 min*
4. Jordanelle Ridge Bond Agreement (Jeremy Cook, City Attorney) - *15 min*
5. Evans Property Acquisition (Russ Funk, City Engineer, Jeremy Cook, City Attorney) - *10 min*
6. Ordinance 2023-45 Amending Heber City Code Section 5.26.040 Related to HOA Consent for Short-Term Rentals (Jeremy Cook, City Attorney) - *10 min*

XI. COMMUNICATION:

XII. 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 December 14, 2023, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Notice provided to the Wasatch Wave.

Heber City Council Staff Report

MEETING DATE:	12/19/2023
SUBJECT:	Aaron Gabrielson discuss permitted uses in the Business & Manufacturing Zone
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Aaron Gabrielson is requesting Council consider supporting him pursuing a code amendment to add Dog Grooming as a permitted use in the Business and Manufacturing Park (BMP) Zone

RECOMMENDATION

No action is necessary, just a request for informal support for a potential code update.

BACKGROUND

Mr. Gabrielson recently inquired about conducting a dog grooming business at the headquarters of Redmond Salt. The zoning of the property, BMP, does not permit dog grooming. Mr. Gabrielson is asking the Council to provide support for him to pursue a code amendment to add dog grooming as a permitted use in the BMP Zone.

DISCUSSION

The purpose of the BMP Zone is as follows.
The purpose of the Business/Medical Park Zone (BMP) is to provide an attractive environment for offices, medical facilities, research facilities, environmentally appropriate light manufacturing, fabrication and assembly uses, and similar uses. This zone is intended to ensure compatibility of new development with the surrounding land uses through standards that provide an open campus-like setting with attractive buildings, park-like grounds, and other appropriate amenities supporting the community and anticipated employees.

Permitted uses in the BMP Zone include the following.

Land Use	BMP	Limitations

Office, business, medical, professional or research	P	
Research Services - (including laboratories, scientific, medical, chemical, applied physics, mechanical, electronic, biological, genetic or other similar experimental research, product development or testing facilities)	P	
Bank or financial institution	P	Drive up windows shall not face the street. Excludes check cashing
Commercial day care	P	
Cafeteria/restaurants without drive-through facilities	P	
Medical, optical, and dental laboratories	P	
Pharmacy located within an office building	P	
Fitness centers, including gymnasiums	P	
Private educational institutions	P	
Public and quasi-public uses	P	
Radio and/or television studios/stations	P	
Retail commercial uses accessory to and/or supporting a permitted use or conditional use and located within the same building or lot or parcel	P	
Signs	P	As regulated by Section 18.103
Accessory uses/buildings that offer support and are customarily incidental to a permitted or conditional use	P	
Hospitals	C	Traffic Study required
Light Manufacturing, processing, assembly, and fabricating establishments, except those in which explosives or other dangerous materials are used	C	
Structured parking	C	
Hotels which may include a restaurant and conference meeting rooms	C	
Any use that occupies more than 1 acre or has a building with more than a 60,000 square foot footprint	C	

FISCAL IMPACT

None.

CONCLUSION

A code update requires review by and a public hearing with the Planning Commission, and a final review and approval of an ordinance by the City Council, taking at least 3 to 4 months of review by the City. There is a fee and application required to be submitted by the petitioner to the City to begin the process.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

ACCOUNTABILITY

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

EXHIBITS

1. BMP Uses

HEBER CITY
EST 1889
PLANNING

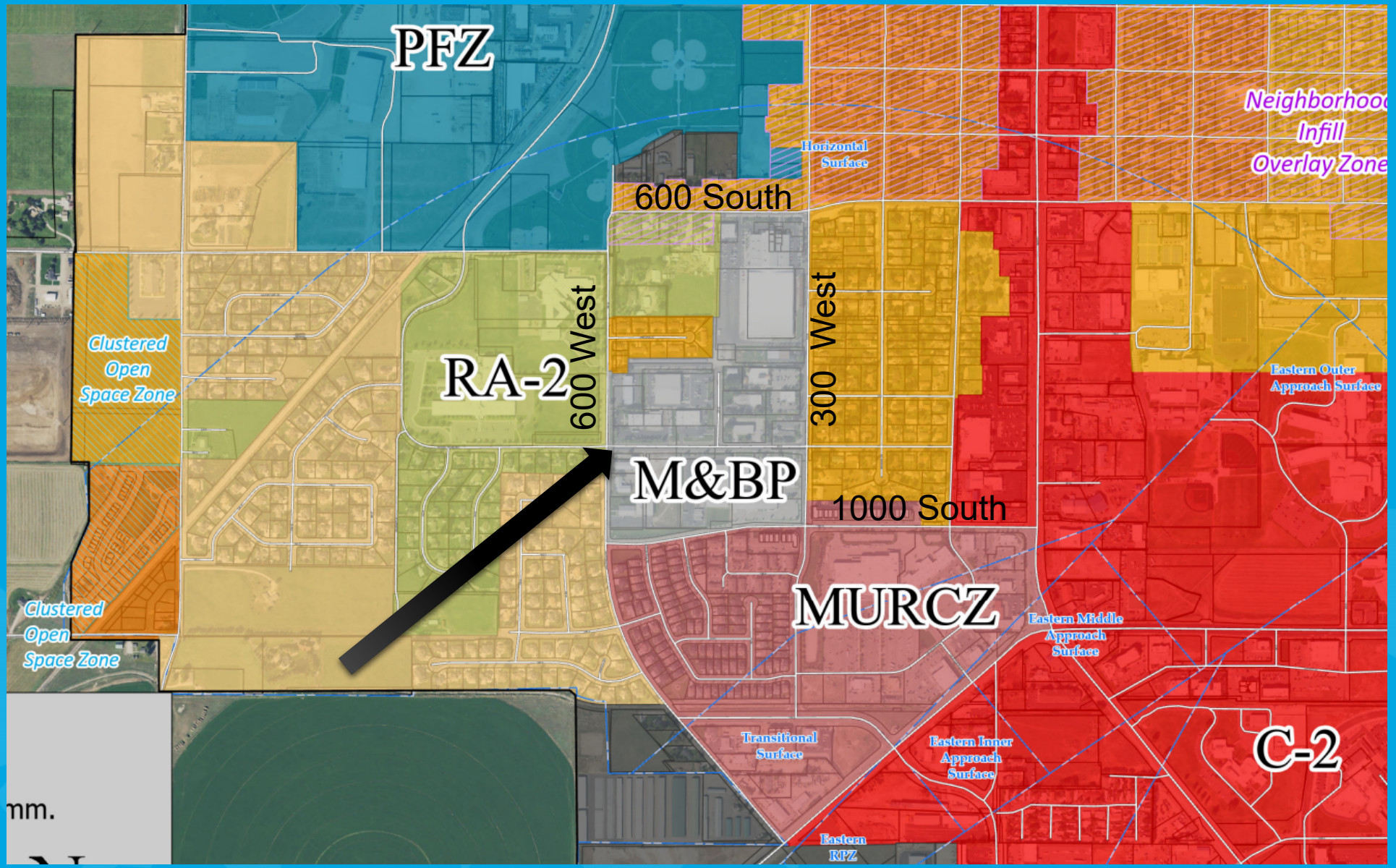
Business & Manufacturing Zone Permitted Uses

Policy Question:

Does Council Support the petitioner pursuing a code amendment to add Dog Grooming as a permitted use in the BMP Zone?

Dec. 19, 2023

BMP Zone Location



BMP Purpose

The purpose of the Business/Medical Park Zone (BMP) is to provide an attractive environment for offices, medical facilities, research facilities, environmentally appropriate light manufacturing, fabrication and assembly uses, and similar uses. This zone is intended to ensure compatibility of new development with the surrounding land uses through standards that provide an open campus-like setting with attractive buildings, park-like grounds, and other appropriate amenities supporting the community and anticipated employees.

BMP Permitted Uses

Office, business, medical, professional or research
Research Services - (including laboratories, scientific, medical, chemical, applied physics, mechanical, electronic, biological, genetic or other similar experimental research, product development or testing facilities)
Bank or financial institution (Drive up windows shall not face the street. Excludes check cashing)
Commercial day care
Cafeteria/restaurants without drive-through facilities
Medical, optical, and dental laboratories
Pharmacy located within an office building
Fitness centers, including gymnasiums
Private educational institutions
Public and quasi-public uses
Radio and/or television studios/stations
Retail commercial uses accessory to and/or supporting a permitted use or conditional use and located within the same building or lot or parcel
Signs (As regulated by Section 18.103)
Accessory uses/buildings that offer support and are customarily incidental to a permitted or conditional use
Hospitals (Traffic Study required)
Light Manufacturing, processing, assembly, and fabricating establishments, except those in which explosives or other dangerous materials are used
Structured parking
Hotels which may include a restaurant and conference meeting rooms
(Any use that occupies more than 1 acre or has a building with more than a 60,000 square foot footprint is a conditional use)

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: 200 S Plaza Concept Plan
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Staff is seeking direction from council on the proposed 200 S improvements, in anticipation of the construction of said improvements this spring.

RECOMMENDATION

Staff is requesting direction on the proposed improvements.

BACKGROUND

During the design of the new band stand, the Roger Brooks visit, and Envision Central Heber, the Council has decided to push the band stand into the street and turn 200 S into a fesitival street that will become a one way street (from Main Street to 100 W) and can be closed during events to create a plaza. LDI has been under contract to design 200 S in addition to the band stand. LDI has prepared the concept site plan to visualize the improvements.

DISCUSSION

The design includes the following:

- 26 foot fire lane, which will be reduced to 20 feet.
- Tree planters to provide shade and a sense of security from the fire lane/street.
- A mixture of paving stones and concrete to provide interest and a destination feel.
- Corner sitting and picnic areas to address the grade changes between the street and the park.

Staff anticipates the burial of surrounding utility lines, as well as the replacement of the underground City utility lines. Construction is anticipated to start this spring and be in line with the band stand.

FISCAL IMPACT

Cost of the street improvements are estimated to be $2 Million.

CONCLUSION

LDI has drafted a concept for the 200 S street improvements and staff is seeking direction of the plan prior to construction plans and bidding for construction.

ALTERNATIVES

Not an Action Item

POTENTIAL MOTIONS

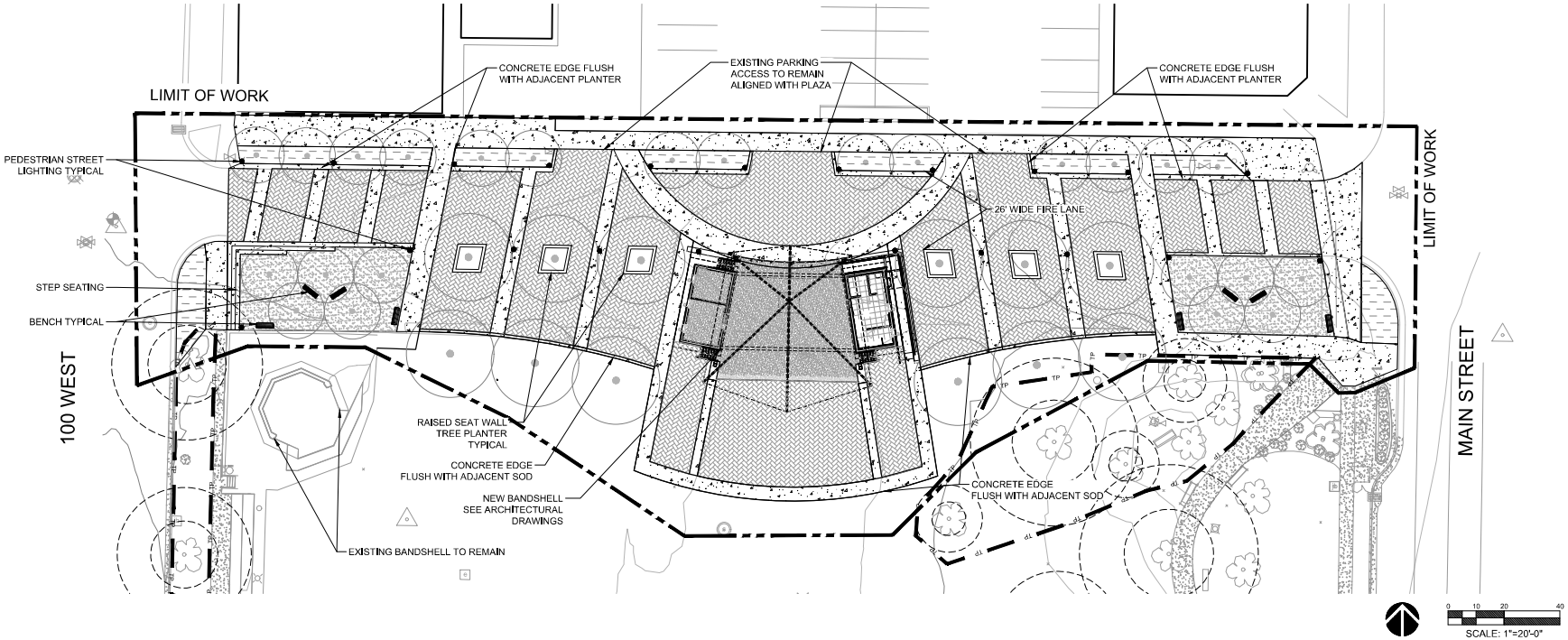
Not an action item.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 200 S Site Plan
2. 200 S Presentation



LEGEND

- EXISTING TREE AND ASSOCIATED ROOT PROTECTION ZONES
- PROPOSED DECIDUOUS TREE
- PEDESTRIAN STREET LIGHTING
- CONCRETE FLATWORK NATURAL COLOR
- CONCRETE UNIT PAVERS HERRINGBONE PATTERN COLOR TO BE DETERMINED
- PLANTING AREA - LOW SHRUBS/PERENNIALS WITH BARK MULCH 3" DEPTH:
- STONE MULCH, 3/8" MINUS, TAN COLOR, COMPACTED, 3" DEPTH

LANDMARK DESIGN
LANDSCAPE ARCHITECTURE & PLANNING
859 South 400 West, Studio 104
Salt Lake City, Utah 84101
(801) 474-3300

HEBER CITY PARKS
HEBER MAIN STREET PARK IMPROVEMENTS

PROFESSIONAL SEAL:

NOT FOR CONSTRUCTION

PROJECT OWNER:

HEBER CITY
PARKS DIVISION
75 N MAIN ST
HEBER CITY, UTAH 84032

DESIGN DEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT #: 202307
DRAWN BY:
CHECKED BY:
DATE: 11/30/2023
COPYRIGHT: LANDMARK DESIGN, 2023

SITE LAYOUT PLAN

LS-102

Sheet No:

P:\PROJECTS\LA_CURRENT\HEBER_MAIN_STREET_PARK_IMPROVEMENTS\CD INFO\2 LS - SITE LAYOUT PLAN.DWG 11/30/2023 2:24 PM

HEBER CITY
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PLANNING

200 S Plaza

Options Overview

12/19/23


LOUNGE
GLENWOOD SPRINGS' FAMOUS RESTAURANT ROW
CO.RANCH HOUSE



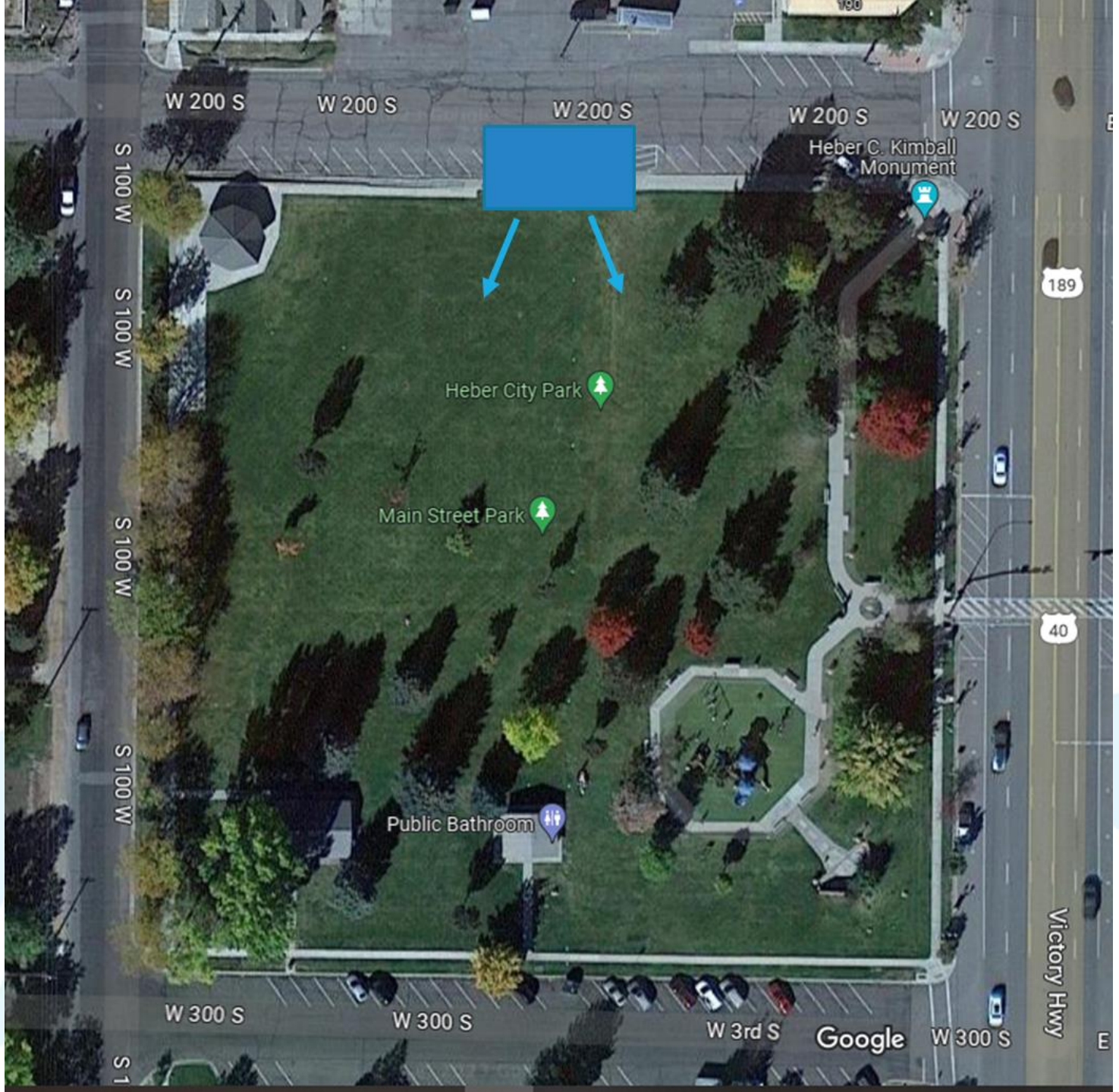





HOME FURNISHINGS


Linden
Walnut

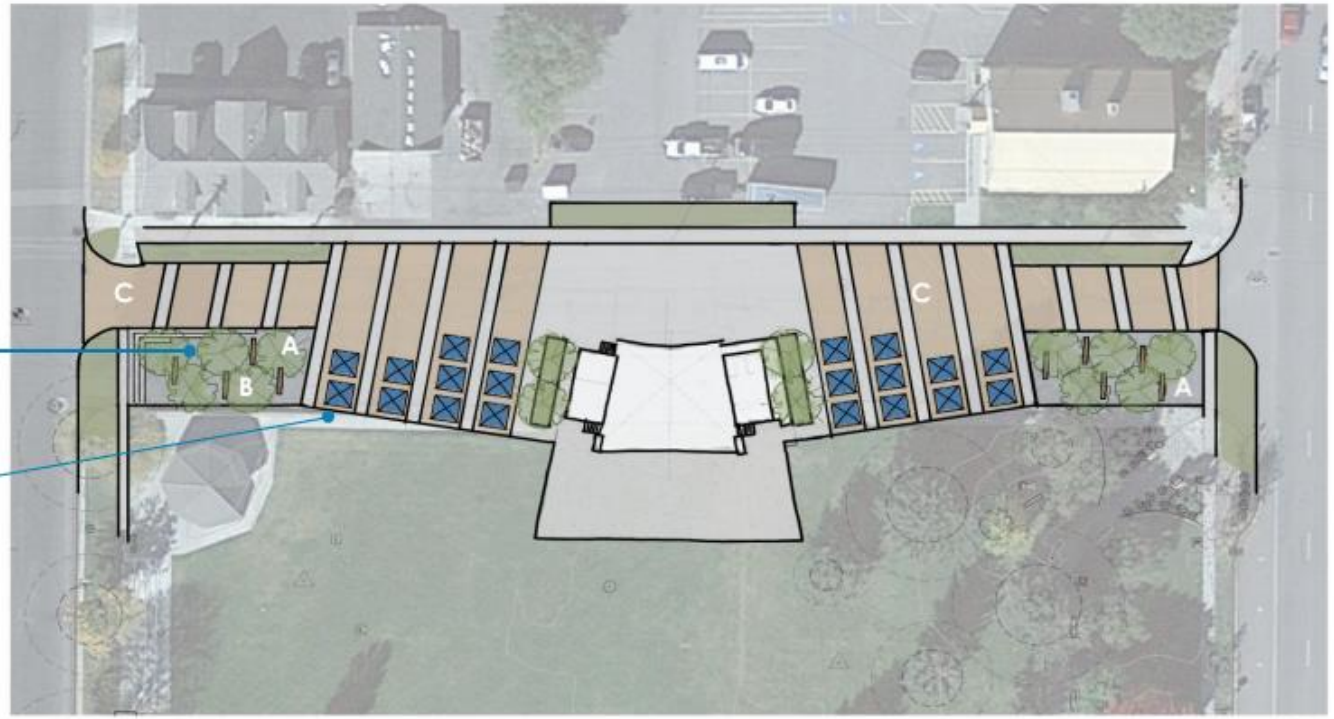

Parking Lot
Commercial
Commercial
Parking Lot
Daughters Pioneers
Commercial
20'x50' Stage
Commercial
Existing Stage
Parking Lot
Commercial
Food Trucks
Vendors
2,500 sf Splash Pad
Existing Playground
Commercial
Train Depot
N
SCALE: 1"=40'


W 200 S
W 200 S
W 200 S
W 200 S
W 200 S
Heber C. Kimball Monument
S 100 W
S 100 W
S 100 W
S 100 W
189
Heber City Park
Main Street Park
40
Public Bathroom
W 300 S
W 300 S
W 3rd S
Google
W 300 S
Victory Hwy

Concept 1

Seat steps provide access to elevated seating area

Paving pattern designates artisan/farmers market tent region



SCALE: 1"=30'-0"

A. Crushed Stone Seating Area



B. Timber Bench



C. Paving



C. Paving

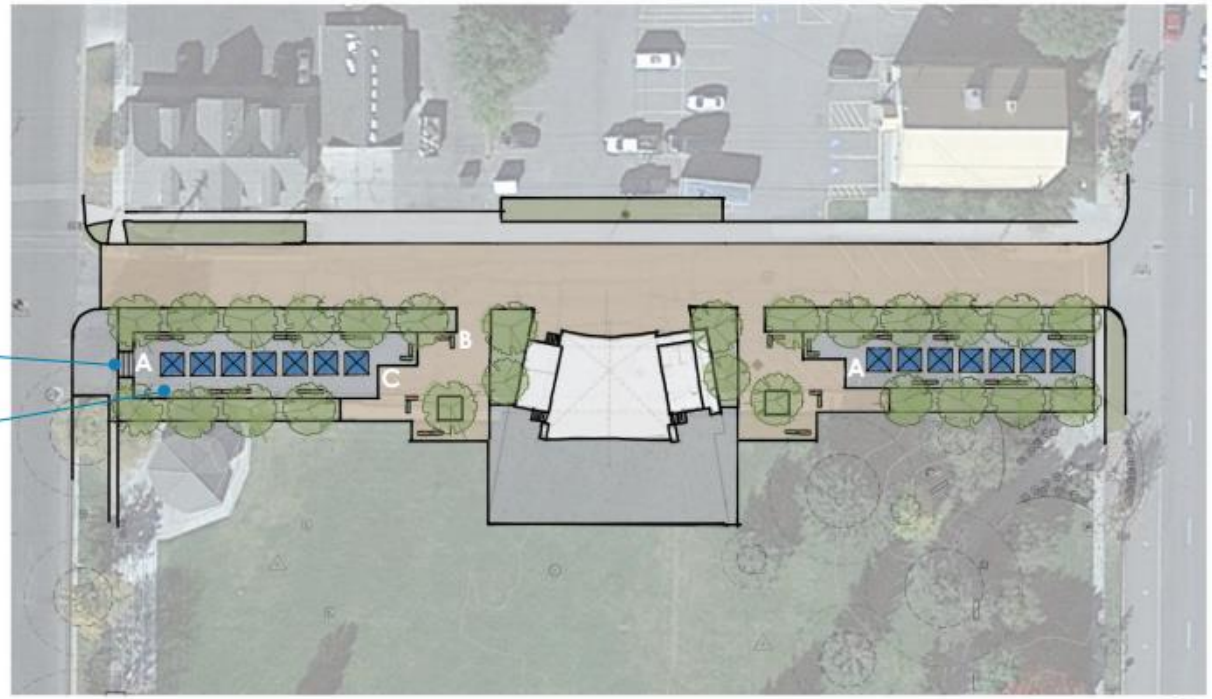




Concept 2

Stairs provide access from sidewalk to seating area

Seating and tent area combined and enclosed by trees



SCALE: 1"=30'-0"

A. Crushed Stone Seating Area



B. Timber Bench



C. Paving

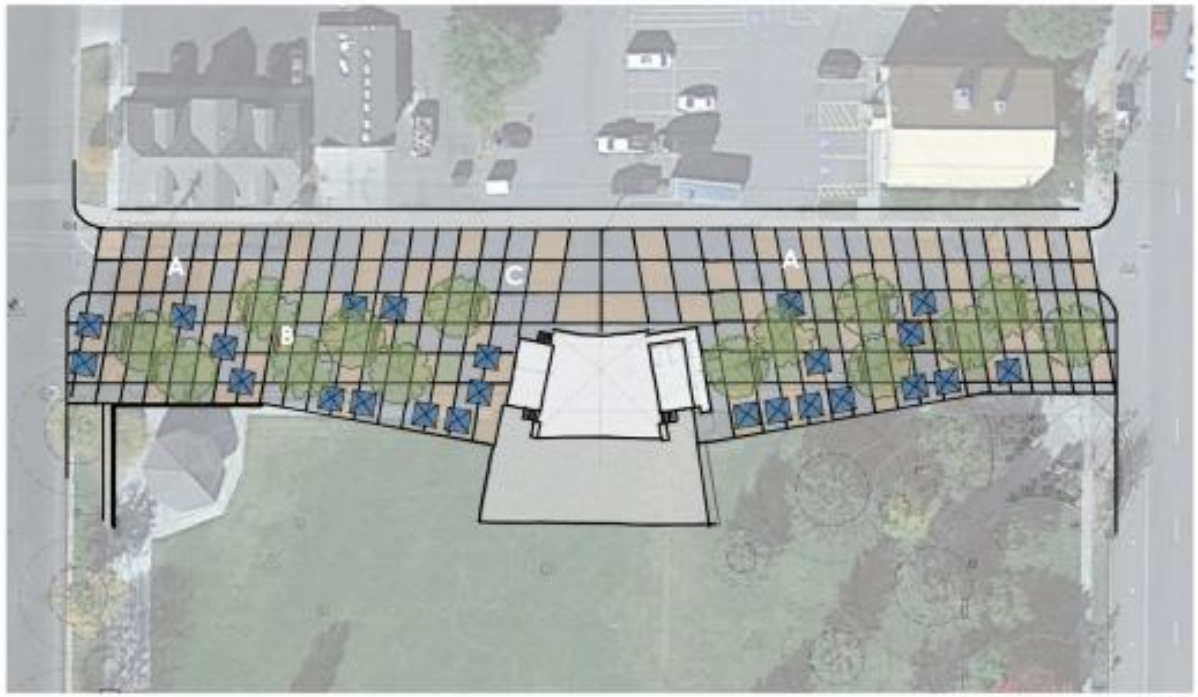


C. Paving





Concept 3



A. Patchwork of Planting Beds



B. Timber Bench

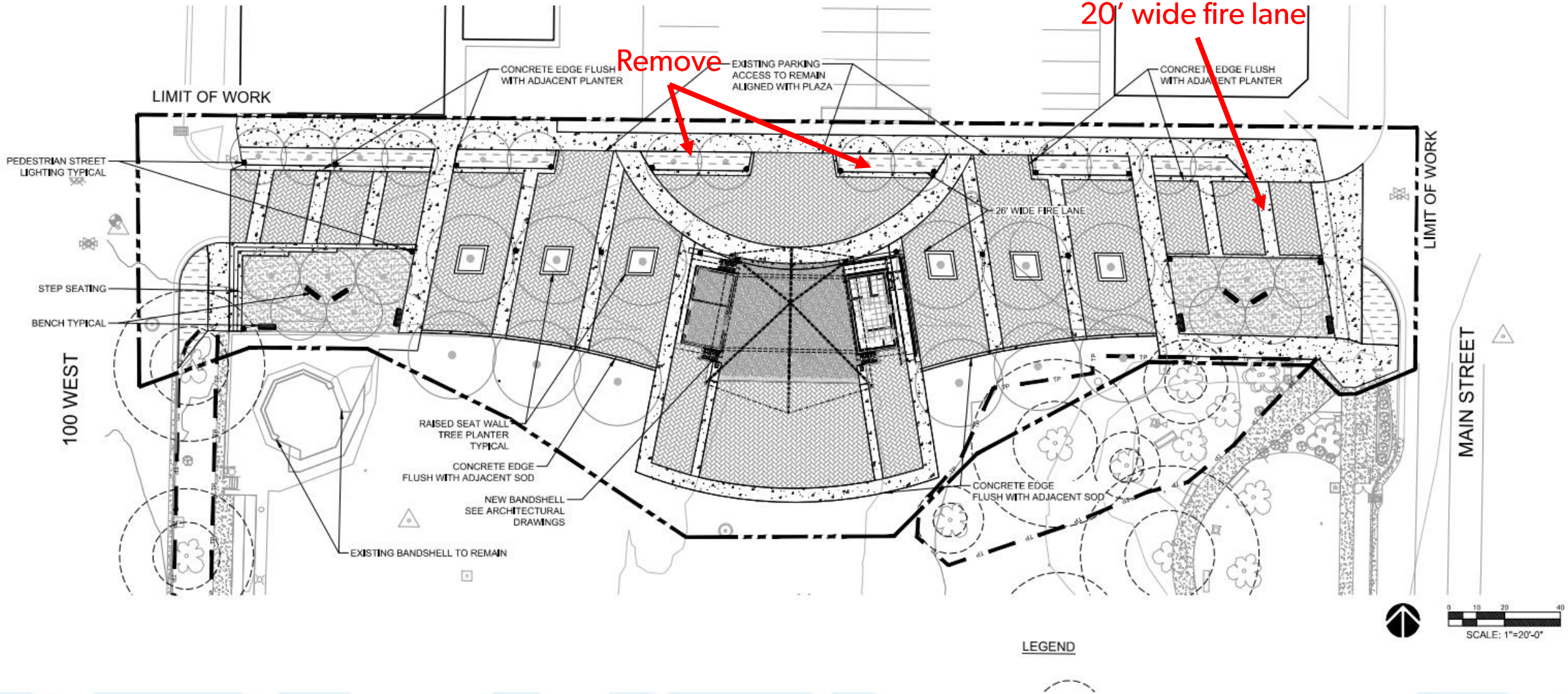


C. Paving



C. Paving




20’ wide fire lane
Remove
LIMIT OF WORK
CONCRETE EDGE FLUSH WITH ADJACENT PLANTER
EXISTING PARKING ACCESS TO REMAIN ALIGNED WITH PLAZA
CONCRETE EDGE FLUSH WITH ADJACENT PLANTER
PEDESTRIAN STREET LIGHTING TYPICAL
STEP SEATING
BENCH TYPICAL
26' WIDE FIRE LANE
LIMIT OF WORK
100 WEST
MAIN STREET
RAISED SEAT WALL TREE PLANTER TYPICAL
CONCRETE EDGE FLUSH WITH ADJACENT SOD
NEW BANDSHELL SEE ARCHITECTURAL DRAWINGS
CONCRETE EDGE FLUSH WITH ADJACENT SOD
EXISTING BANDSHELL TO REMAIN
LEGEND
0 10 20 40
SCALE: 1"=20'-0"

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: Ordinance 2023-40 Adopting update to Subdivision Regulations
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the Planning Commission is reviewing the entire Code and Subdivision Ordinance. As part of that process the Subdivision Ordinance, Title 17 is being updated, simplified, brought under Title 18, creating a unified development code, and coordinated with the goals of the Envision Heber 2050 General Plan. This is one of the last major ordinances to update.

RECOMMENDATION

Staff recommends Council adopt Ordinance 2023-40, approving the amendment to the Subdivision Code.

BACKGROUND

This second work session staff report addresses many changes to the subdivision ordinance including the removal of the Trail Design Guidelines, section 17.30, removal of engineering design standards, removal of the Large Scale Development sections, which are not subdivisions generally, removal of the Sensitive Lands section which becomes its' own chapter, and recent State Law updates. The revised subdivision ordinance becomes more of a chapter that addresses processing and approval standards. Subdivisions are an administrative decision, not a discretionary decision-making process. If the development meets the ordinance standards, it gets approved. If it doesn't meet the ordinance standards, then processing stops until it does or it simply is denied (staff would inform the applicant about the standards that the application does not meet). The legislature this year also removed the City Council from any standard residential subdivision approval process, set review timelines for those, and removes a City mandated concept plan meeting for residential subdivisions (1 and 2 family dwellings), except when Sensitive Land is involved. The draft reflects these new State Law changes. Exhibit 1 is the redlined/cross out version and Exhibit 2 is the clean version. With so many changes, the clean version is much easier to read and absorb the content.

75 N Main Street
Heber City, UT 84032
Phone: 435-657-0757
Fax: 435-657-2543
heberut.gov

The Planning Commission held a public hearing on January 10, 2023 and forwarded a positive recommendation to the City Council. The City Council held a work session meeting on February 21, 2023 as an introduction. Final adoption will need to be coordinated with Public Works, which is in the process of updating the Standards and Specifications manual.

DISCUSSION

Although a very long chapter, a lot is being removed. Trail Design moves to its' own chapter and engineering plans on creating three diagrams to reflect the three trail types. Engineering standards are almost all already in the Heber City Standard and Specifications and those that are not (and located in the subdivision ordinance), are being moved there. Engineering held a public hearing with the Planning Commission on July 13th to update their Standard Specifications. Large Scale developments are removed as they are now covered by the conditional use process and may occur in rezoning requests via the MURCZ chapter, which has considerable requirements and a Development Agreement requirement.

Coordination and collaboration with the Engineering staff has been ongoing.

Summary of proposed changes:

1. Concept plans cannot be required for "regular" residential subdivisions (new State Law). They can be strongly encouraged but have to be non-binding, and just reviewed by staff at the option of the developer. Then an application for a preliminary plat is reviewed by staff for compliance with the City ordinances (a complete application becomes more important due to review deadlines), before coming before the Planning Commission. Planning Commission reviews the preliminary plat for larger subdivisions as part of a public meeting (not a public hearing) and staff manages the final plat through to recording, including all the required engineering plans. City Councils are not allowed to be part of that two step process for regular subdivisions.
2. Although the State intended to simplify the subdivision process, they have instead added a second process by trying to simplify and make uniform across the State, the process for so called "easier" subdivisions. In our case, we are calling them "regular" subdivisions. Generally these are subdivisions located on flatter land that do not have sensitive land issues.
3. An exception to the concept plan elimination has been provided for in State Law when a Sensitive Land is identified within the subdivision. Engineering and Planning are creating a map to help define when the Sensitive Lands chapter becomes a part of the development process. Statewide Sensitive Lands maps are in the process of being created but are not expected till next year. In addition, subdivisions of a different nature, such as commercial subdivisions, manufacturing subdivisions, mixed use, multi-family (more than two attached units) subdivisions can continue to have concept plans as a requirement.
4. Definitions will move to the Definitions Chapter, but two new ones have been added – complete applications, regular residential subdivisions. Complete applications become more important due to the timelines imposed by the Legislature. See the crossed out definitions: 17.08.32 for "complete applications" and 17.08.115 for regular residential subdivisions" in Exhibit 1

5. Subdivisions with 10 lots or less are proposed to be processed administratively by staff.
6. Defines who the “Land Use Authority” (decision maker) is when previously left unclear.
7. Condominium applications are suggested to follow the same subdivision process except for submittal of minor additional paperwork required by State Law (includes HOA rules and requirements).
8. Additional State Law updates and clarifications have been made including review timelines – 15 working days for a regular residential preliminary plat and up to 4 revisions for a final plat (it can be denied if the applicant does not provide an approvable final plat meeting the written City code and standards).
9. Trail Design section removed and has become its’ own chapter.
10. Sensitive Lands section is removed and has become its’ own chapter
11. Landscape requirements are provided in the Landscape chapter and in the zoning district in which the subdivision is proposed. Bonding for residential home landscaping is not allowed, only public improvements can be bonded for.
12. Large Scale development/commercial site planning is removed as these are now reviewed as conditional uses.
13. Engineering standards are removed and replaced with references to the Standards and Specifications. Engineering coordination has been accomplished in the current draft which provided important updates and changes.
14. Fees section is removed and now is proposed as a reference to the annual fee schedule adopted by the Council.
15. Improvement Completion Assurance (bonding) Section revised by the City Attorney to conform to current practice and state code.

The redlined version is included, plus the recent legal review redlined version and the final clean version of Ordinance 2023-40.

FISCAL IMPACT

No fiscal impact is anticipated.

CONCLUSION

Updates move the subdivision chapter into Title 18 and reflect new State Laws. The update also removes certain sections to other parts of Title 18 and to the Standards and Specifications in Public Works.

ALTERNATIVES

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

POTENTIAL MOTIONS

Staff Recommended Option – Approve
I move to approve Ordinance 2023-40 with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to approve Ordinance 2023-40, with the findings and conditions as presented in the conclusion above, with the following changes:

_____
_____

Alternative 3 – Continue
I move to continue Ordinance 2023-40 to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

_____
_____

Alternative 4 – Deny
I move to deny Ordinance 2023-40, based on the following findings:

_____
_____

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2023-40 Subdivisions
2. Redline Strikeout Subs
3. Subdivision Ordinance Redline with Jeremy Cook changes - 4876-1859-6247 - 1

ORDINANCE NO. 2023-40

AN ORDINANCE REVISING AND RENUMBERING THE SUBDIVISION REGULATIONS

BE IT ORDAINED by the City Council of Heber City, Utah, Title 17 Subdivisions, is hereby repealed, and replaced with the following Chapter 18.117 Subdivisions Chapter as part of the Zoning Ordinance.

Chapter 18.117 Subdivisions

18.117.010 General Provisions
18.117.012 Recording
18.117.014 Requirement of Adequate Public Facilities
18.117.016 General Subdivision Procedures
18.117.018 Property Line Adjustments
18.117.020 Condominiums
18.117.022 Required Plans
18.117.024 Street Design Standards
18.117.026 Block Design Standards
18.117.028 Lot Design Standards
18.117.030 Improvements
18.117.032 Platting Requirements
18.117.034 General Subdivision Requirements
18.117.036 Improvement Completion Assurance
18.117.038 Costs and Charges
18.117.040 Amendments
18.117.042 Substantial Completion of Subdivisions

18.117.010 General Provisions

A. Title of Provisions. This title shall be entitled the "The Heber City Subdivision Ordinance" and may be so cited and pleaded.
B. Purpose and Intent. The purposes of this title shall be to:
    1. Promote the health, safety, convenience, and general welfare of the present and future inhabitants of the City;
    2. Facilitate the transfer of land having accurate legal descriptions;
    3. Bring about the development of a more attractive environment within and about the City;
    4. Establish the rights, duties, and responsibilities of subdividers with respect to land subdivision;
    5. Facilitate the implementation of the general plan.
C. It is declared to be the public policy that these subdivision regulations shall be promulgated for the purpose of facilitating the platting of land and the construction and sale of buildings.

18.117.012 Recording

A. Procedures. No person shall subdivide any tract of land which is located wholly or in part within the City, nor shall any person sell, exchange, or offer for sale, or purchase, or

offer to purchase any parcel of land which is any part of a subdivision of a larger tract of land within the above described territory, nor shall any person offer for recording any deed conveying a parcel of land or any interest therein, unless the subdivider has first produced and submitted an executed plat thereof, which plat must be approved by the Planning Director and City Engineer, and recorded in the office of the County Recorder before such sale or exchange or purchase is affected. Approval of the final plat shall be obtained by complying with all of the requirements of this Chapter including the applicable application/checklist, and the Standard Specifications and Drawings. All small lot subdivisions and lot splits shall require the formal consent of the Planning Director or designee.

18.117.014 Requirement of Adequate Public Facilities

A. Adequate Public Facilities Required. Adequate public facilities required to be available concurrent with subdivision approval. From and after the effective date of this Amendment to the Heber City Subdivision Ordinance, no application for subdivision approval shall be granted, approved or issued unless the applicant has provided sufficient information to establish that adequate public facilities in the area affected by the proposed development will have sufficient capacity available at the adopted level of service standards to accommodate the proposed development within a reasonable period of time following the issuance of final subdivision plat approval for the proposed development.
B. Essential Public Facilities. Essential public facilities to which this requirement will apply include the following:
    1. Drinking water system, including quantity, quality, treatment, storage capacity, and transmission/distribution system capacity;
    2. Sanitary sewer and wastewater system, including outfall lines, laterals and collector lines;
    3. Storm water drainage, including flood control facilities;
    4. Street system, including streets, roads, highways, intersections and related transportation facilities;
    5. Recreational facilities, including parks and trails.
    6. Pressurized irrigation system, including quantity, quality, storage capacity, and transmission/distribution system capacity.
    7. Broadband access
C. Procedures. As part of the material submitted in support of an application for subdivision approval, the applicant shall submit sufficient information in order to demonstrate that adequate public facilities will be available at specified levels of service within a reasonable period of time following the issuance of subdivision plat approval for the proposed development. Such a determination may include the timing, phasing and sequencing of the proposed development. The City Engineer, the Planning Director, and the Planning Commission, may request additional information from the applicant to address the adequacy and availability of the public facilities referenced above as part of the subdivision approval process. Processing of applications shall follow the requirements of Section 18.117.040.
D. Level of Service Standards. Compliance with level of service standards shall be measured in accordance with the adopted level of service standards as set forth in the latest revision of the Heber City Impact Fee Facilities Plan and in the adopted Heber City Standard Specifications and Drawings as they may, from time to time, be amended.
E. Adequate Public Facilities Not Available. If it is determined that adequate public facilities will not be available at specified levels of service within a reasonable period of

time following the issuance of final subdivision plat approval, so as to assure that such services will be available at the time of occupancy of new development being proposed, the Planning Commission, under advisement by the City Engineer, shall review, evaluate and discuss with the applicant, the following alternatives and conditions in the order presented:

1. Allow the developer to voluntarily advance the costs necessary to provide those public facilities which are necessary to service the proposed development and meet the applicable level of service standards by entering into an appropriate form of development agreement, which may include reimbursement of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or benefit conferred upon the proposed development.
2. Require timing, sequencing and phasing of the proposed development consistent with the available capacity of public facilities;
3. Defer final plat approval and the issuance of building permits until all necessary public facilities are adequate and available; or,
4. Deny subdivision plat approval at the present time, and require the applicant to reapply when adequate public facilities are available at adopted level of service standards.

18.117.016 General Subdivision Procedures

Required Procedures For Approval. The following steps or procedure must be followed in order to obtain approval of a subdivision:

A. Application Submittal Deadline. All complete applications for a preliminary plat shall be made at least 16 (sixteen) calendar days before the next regular Development Review (DRM) meeting. All applications shall follow the engineering and planning checklists for the required content for submittal. Applications shall not be forwarded for review as a preliminary plat until such applications are deemed complete by the Planning Director or designee and the City Engineer. Once deemed complete, the City shall provide corrective comments within 15 working days for regular residential subdivisions.

B. Preliminary Plat Submission. Applicant prepares preliminary plat documents and submits electronic copies in PDF format, makes application, and pays fees prior to application submittal deadline. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code.

C. Staff Review. Staff will review the application and provide a written review to the applicant following the DRM meeting. Staff shall consider the following items in their review:
   1. Relationship of the proposal to the General Plan;
   2. Zoning of the proposed development and general requirements of the zone;
   3. Third-party utility considerations;
   4. Roads, blocks, and general transportation;
   5. Flood zones, sensitive lands, and potential flood hazards;
   6. Drinking water requirements;
   7. Pressurized irrigation requirements;
   8. Sanitary sewer requirements;
   9. Storm water system requirements;
   10. Park and Trail requirements;
   11. Capital improvement plans;

12. Other items as required in the subdivision application, available online and at the City offices.

D. Outsourcing of Plan Reviews. The City may outsource the review of any application to contracted consultants. Outsourced reviews will follow the provisions of the Staff Review above. All review costs and any required special studies shall be reimbursed by the applicant.

E. Development Review Meeting (DRM). The Development Review (DRM) is an administrative committee and part of the preliminary plat review process, consisting of staff from the City, local utilities, and other organizations as applicable. The role of the DRM is to review development applications for compliance with development standards, coordination between jurisdictions, utilities, and organizations as applicable, and meet with applicants to provide guidance and understanding of the requirements of their application. The DRM is not a Land Use Authority and provides initial guidance on issues and processing concerns for the preliminary plat application. Concept plans (see Engineering checklist and 18.20.010 Concept Plans) for any subdivision which include or are suspected to include Sensitive Lands (see Sensitive Lands Ordinance 18.67) shall also be reviewed during a DRM. Applicants are required to disclose any known Sensitive Lands associated with their project as part of the application process, but Sensitive Lands may also be identified through other means, including review of Geotechnical reports or other studies or reports associated with the project, published Sensitive Lands maps, site visits or similar means. The concept plan review, when required, may include detailing additional reports or studies needed to evaluate and address sensitive lands issues, as part of the preliminary plat review process.

F. Concept Plan Submission. Concept plans are optional for regular residential subdivisions and required for all other types of subdivisions. Applicant prepares Concept Plan, makes application, pays fees, and submits concept plans prior to application submittal deadline. This applies to concept plans for commercial, industrial,-multiple-unit residential, and those regular residential subdivisions located on a sensitive land. Applicant shall provide electronic copies of the proposed concept plans in PDF format. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code.

G. Preliminary Plat Approval. The Planning Commission reviews the preliminary plat as per items discussed in the review process and for compliance with the ordinances. The Planning Commission is the Land Use Authority for approving the Preliminary Plat. If approval is given at this time, the applicant shall be given a list pertaining to items the City expects on the final plans as per the final plat application checklist. Preliminary approval does not guarantee final subdivision approval. Up to 4 resubmissions according to the process defined in State Code of the preliminary plat plans to comply with the City requirements for the final plat are allowed for regular residential subdivisions. If such revised plans are not provided in compliance with City Standards, the plan shall be denied.

H. Final Plat Submission. Applicant prepares and submits final plat, makes application, and pays fees prior to application submittal deadline. Final plat shall consist of items required at preliminary stage, the final plat application and checklists, the adopted Heber City Standard Specifications and Drawings, and by this ordinance in electronic PDF format.

I. Final Plat Approval. The Planning Director along with the City Engineer, or their designees, are responsible for approving the final Plat. The Planning Director along with the City Engineer, reviews the final plat and approves the final plat if it is complete and if all requirements from preliminary plat approval are met or disapproves it. The final plat shall be in substantial compliance with the plans approved at preliminary stage. Planning

Commission approval does not guarantee final subdivision approval. For regular residential subdivisions up to 4 revisions (in accordance with Utah State Code) of the approved preliminary plat shall be allowed in between preliminary and final plat approval. The City shall complete its reviews within 20 working days. Any material departures regarding the rights and obligations of the parties shall require a modified Preliminary approval by Planning Commission.

J. Appeals of engineering/planning decisions. The 2023 new State Law creates two distinct appeal processes after the four review cycles have been exhausted and 20 days have passed.
   1. For disputes relating to public improvement or engineering standards, the City shall assemble a three-person panel meeting within 10 days of receiving a request from the applicant. The panel of experts includes:
      a. One licensed engineer designated by the municipality.
      b. One licensed engineer designated by the land use applicant.
      c. One licensed engineer, agreed upon, and designated by the two designated engineers.

      Members appointed to the panel may not have an interest in the application in question. The applicant must pay 50% of the total cost of the panel and the municipality's published appeal fee. The City pays the other 50%. The panel's decision is final, unless the City or applicant petition for district court review within 30 days after the final written decision is issued.
   2. For all other disputes, the City shall refer the question to the appeal authority at the applicant's request.

K. Recordation of Final Plat. Applicant records plat in office of County Recorder within one (1) year from the date receiving final approval and before selling or conveying any lots within the subdivision. Final plats not recorded within one (1) year from the date receiving Final approval shall be null and void unless physical construction has started or an extension has been requested and granted prior to the original plat expiration date. In cases where construction has started, plat approval shall automatically be extended for a second year from the date of the final approval. If physical construction has not started, applicants may request and be granted a one (1) year extension. Such extensions shall be given if the applicant can show financial delays, and/or material, or labor shortages. Plat extensions are granted by the Planning Director for Final Plats.

18.117.018 Property Line Adjustments and Plat Amendments

A. Lot Line Adjustments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Lot Line Adjustments, as defined-by Utah Code Title 10-9a et seq. with appeals going to the Appeal Authority.

B. Approval criteria for a Lot Line Adjustment. The following approval criteria must be complied with in order to approve a boundary line adjustment.
   1. The change in boundary lines does not result in the creation of a new lot or parcel;
   2. The proposed change to a lot or parcel does not result in the creation of a parcel of size or shape that does not conform to all City zoning regulations and site development standards. If the proposed change is to a legally existing nonconforming parcel, the change may not increase the nonconformity;
   3. The proposed change to a lot or parcel does not result in changing a conforming structure into a nonconforming structure as a result of setbacks, proximity to other structures, use, landscaping, or any other site development requirement;
   4. The petition to change the boundaries must include signatures from representatives of each parcel affected by the boundary line adjustment; and

5. In the case of an adjustment of a boundary line adjusting property lines that affect more than 2 lots in a subdivision previously approved by the City, the applicant shall submit a plat, and in the case of an adjustment of a property line between two parcels, the applicant shall submit a record of survey.
6. The boundary line adjustment may not adjust the boundary line between a parcel and an existing public street or right-of-way, or propose a new public street or right-of-way.

C. Plat Amendments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Plat Amendments. If all adjacent owners provide a written notarized statement that they agree with the lot line adjustment, the plat may be recorded after receiving the Planning Director's signature.

18.117.020 Condominiums

A. Purpose. Utah State Code establishes condominiums as a form of subdivision. Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit residential condominium dwelling units. Conversions of legal and legally non-conforming multi-family dwellings may also be approved as per this ordinance.

B. Approval Required. Prior to the construction or conversion of any building or use as determined as a condominium, a subdivision plat and site plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.

C. Submission of Application. The owner or developer of a proposed condominium project or conversion project shall file an application with the City. Such application shall be accompanied by and be in accordance with the following:
1. The surveyed subdivision plat shall be drawn to scale in accordance with the Heber City subdivision process and current Standard Specifications and Drawings as adopted by the City. Such subdivision plat shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.
2. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, it shall display proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
3. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or homeowners organization (HOA).
4. Where conversions of existing buildings are proposed as part of the project, a site and building condition report containing information that compares the existing construction to the International Building Code requirements shall be submitted as part of the application together with a plan of all proposed improvements and repairs.

D. Review by The Planning Commission. After DRM/staff review and application revisions, if needed, the Planning Commission shall review the proposed application, processed as a preliminary plat, and related documents to determine whether the project conforms with all appropriate requirements, Standard Specifications and Drawings of the City and is in conformance with the Utah Condominium Ownership Act.
1. For conversions of existing buildings to condominiums, if the Building Official finds that there are any violations to any of the applicable ordinances, building codes, or similar requirements, the Planning Commission may hold the application for the

condominium project until such time that all life/safety violations have been corrected.

2. The proposed project shall be consistent with the International Fire Code and Adopted Building Codes, verified by inspections through the Building Department
3. Depending on the current use parking demand, additional parking needs shall be based on occupancy levels and proposed customer demand, but in no way shall it be less than what is required under the zoning district in which the project is proposed.
4. Site access shall be evaluated and modified to meet the needs of the new proposed use, considering traffic patterns, traffic generations, and the anticipated population of the development.
5. A minimum of 20% of the gross area of the site shall be open space
6. If not already in compliance with the Zoning Ordinance, additional landscaping to assure appropriate buffering and compatibility with adjacent uses, is required.
7. Utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility.
8. Water meters shall be installed according to City Standard Specifications and Drawings at street rights-of-way.
9. All utilities and utility lines shall be placed within the public right-of-way. However, approved public easements may be permitted if the City Engineer deems them essential for the feasibility of the project.
10. Each unit shall be provided with readily accessible individual shutoff valves, safety devices, or switches for water, gas and electrical services.
11. Prior to recording the final plat, building deficiencies shall be corrected or bonded for.

E. Preliminary and Final Plat Final Approval. Condominium Plats are required by Utah State Code to follow a Preliminary and Final Plat Process. The Planning Commission shall be the Land Use Authority for the Preliminary Plat of a condominium plat. The Planning Director, or designee, shall be the Land Use Authority for Final Plat Approval of a condominium plat. Approval of a condominium project shall remain in effect and only expire pursuant to a new application.

18.117.022 Required Plans

A. Concept Plans required for commercial, manufacturing, Sensitive Lands, and mixed-use subdivision projects only. The Concept Plan submission shall be made using the concept plan application, associated checklists and shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall generally include:
   1. Conceptual layout drawn to a scale no smaller than one-inch equals one hundred (100) feet with the following:
      a. Proposed streets, in relation to the existing and planned streets within one-fourth mile of the subdivision
      b. Lots, including lot sizes
      c. Building pads for residential projects
      d. Buildings for multi-family or nonresidential projects, including building area
      e. Parking for nonresidential and multi-family residential projects
      f. Open space, as required by the zone
      g. Landscaping, as required by the zone
   2. Data Table containing the following:
      a. Uses
      b. Density
      c. Open space calculations, as required by the zone

d. Landscaping calculations, as required by the zone
e. Parking analysis

B. Preliminary Plat. The preliminary plat is required to be submitted according to the applications and checklists from Planning and Engineering available online and at the City offices. The Standard Plat, generally includes:
1. The proposed name of the subdivision;
2. Vicinity map-the location of the subdivision. Where the plan submitted covers only a part of the subdivider's tract, the Land Use Authority may require the subdivider to prepare a preliminary plan covering all of the subdivider's tract before even considering a preliminary plan covering only part of the tract;
3. The names and addresses of the subdivider, the engineer, or surveyor of the subdivision, and the owner(s) of the land immediately adjoining the land to be subdivided;
4. Information sufficient to locate accurately the property shown on the plan with reference to survey markers or monuments;
5. Contour map at intervals required by the Land Use Authority at concept approval;
6. The boundary lines of the tract to be subdivided;
7. The location, width, and other dimensions of all existing or platted streets and other important features such as watercourses, exceptional topography and buildings within the tract and within two hundred feet of the tract to be subdivided;
8. Existing sanitary sewers, storm drains, drinking and pressurized irrigation, water supply mains, and bridges within the tract or within two hundred feet thereof;
9. The location, width, and other dimensions of proposed streets, alleys, easements, parks and other open spaces with proper labeling of spaces to be dedicated to the public or to the occupants or owners of lots within the subdivision;
10. Northpoint, scale and date;
11. Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
12. All easements of record shall be shown on the preliminary map; Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
13. All lot numbers and bearings, distances, and curve data of all lot lines, street center lines, right-of-way lines, etc.
14. A subdivision application may be processed concurrently with a rezone application but no subdivision preliminary plat shall be approved as final until such rezone process is complete. In addition, if a rezone is part of this application, the following shall be included with the preliminary plans:
    a. A development agreement that addresses, as a minimum:
        1) The dedication and maintenance of public and private open space, natural features, trails, amenities, streets and other common areas.
        2) Measures necessary to mitigate land hazards and sensitive lands as required by this Title.
        3) Other measures as recommended by the Planning Commission and decided upon by the City Council as part of the rezone process.
        4) Implementation of the development’s affordable housing plan.
    b. A title report for all lands proposed to be subdivided;
    c. If sensitive lands are identified on the site, a mitigation design and request for density transfers within the site, as per Chapter 18.67.
    d. A Geotechnical Report, as required by the adopted Heber City Standard Specifications and Drawings.
15. A Storm Water Drainage Report meeting the requirements of the Storm Water Design Manual.
16. Water Action Report as required by Section 15.16.090.

17. "Will Serve" letters from all serving utilities.

C. Final Construction - Plans and Final Plat. An application online and at the City offices details the list of all application requirements. In general, the Standard final plat shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall generally show:
   1. The name of the subdivision;
   2. Blocks for the names and stamps of the engineer and/or surveyor of the subdivision. An Owner's dedication block.
   3. Signature lines for the City Engineer, Land Use Authority and Water and Sewer Service Providers.
   4. A boundary description. Also, all existing survey monuments and survey monuments to be installed with the construction of the subdivision shall be shown and properly labelled and referenced;
   5. Northpoint, scale and date;
   6. All easements of record shall be shown on the final plat;
   7. Street numbers and names;
   8. All lot numbers and situs addresses. Also, all bearings, distances, and curve data for all lot lines street center lines, right-of-way lines, etc.
   9. All public utility easements, as required by the City Engineer;
   10. A vicinity map showing the location of the subdivision in relationship to the City;
   11. Any notices to purchasers, if required during the review process;
   12. Any notes required by the City Engineer.
   13. The final plat shall be sealed by the Licensed Land Surveyor of record ON THE FIRST SUBMITTAL.
   14. The Final Plans shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets. Final Plans shall be sealed by the Engineer of Record ON THE FIRST SUBMITTAL. In addition to all of the requirements of the preliminary plans, the final plat checklists, the following shall generally also be included with the final plans:
      a. An updated title report for all lands proposed to be subdivided;
      b. Tax clearance from county assessor;
      c. Hard copy and electronic sets of Engineered construction drawings
      d. Inclusion of all items discussed and requiring corrections at preliminary approval.

18.117.024 Street Design Standards

A. Widths. Arterial and collector streets shall conform to the widths as described in the Master Transportation Plan and the Heber City Standard Specifications and Drawings. Residential roads with maximum speed limits of 25 mph shall generally not be required to have pavement widths greater than 32’ exclusive of curb and gutter. Shorter widths are allowed and streets designated as bike lanes, can be wider (see State Law for exceptions.

B. Cul-De-Sacs. A publicly dedicated Cul-de-sac shall follow the diagrams in the Standard Specifications and Drawings. Private cul-de-sacs are subject to approval of the Fire Marshall. For major subdivisions, cul-de-sacs shall only be approved as permitted by the Planning Commission.

C. Easements. For residential subdivisions, public utility easements, of not less than ten feet in width, are required on front lot lines. Public utility and/or drainage easements, of not less than ten feet, are required on side lot lines and on rear lot lines where needed, when requested by public utility companies, or as otherwise required or approved by the City Engineer. City utilities shall normally be placed in City rights-of-way. When approved by

the City Engineer, City utilities may be placed beneath private streets, private parking areas or in other common open space in an exclusive City utility easement of not less than 20 feet in width. Easements shall be provided to the City using the City's standard utility easement language in use at the time such easements are provided. Easements for commercial or industrial development shall generally follow the same requirements.

D. Names. New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All streets shall be designated by number if straight and running North and South or East and West. Such streets may also be designated by name. All other streets shall be named. All street designations shall be reviewed by the City and submitted to Wasatch County for final review. Number and name (if named) shall be signed and said signing shall conform to the adopted Heber City Standard Specifications and Drawings.
E. Dedications. All streets, except private streets, shall be dedicated for public use. The dedication of half streets in any subdivision is prohibited except park strip and sidewalk may be omitted on the opposite sides of the streets on the borders of the subdivision when approved.
F. Relations to Adjoining Street System. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets to connect with adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width) unless street cross sections have changed as per the Heber City Standard Specifications and Drawings, proposed street connections shall be extended by dedication to the boundary of such property.
G. Cuts in Pavement. No cuts shall be made in street pavement for at least two years after hard surfacing without City approval by the City Engineer. Curbs and gutters, sidewalks, and the treatment of drainage courses shall comply with the Heber City Standard Specifications and Drawings as adopted by the City. All road cuts shall be in accordance with the Heber City Standard Specifications and Drawings.
H. Street Plan Approval. A subdivision will not be approved if it conflicts with the Master Transportation Plan. A subdivision shall not be platted over any strip of land which is shown as a future street on the Master Transportation Plan as an existing or potential local, collector or arterial street.

18.117.026 Block Design Standards

A. Length. The maximum length of blocks shall be eight hundred feet and the minimum length of blocks shall be four hundred feet, except as specified in the North Village Overlay Zone. The Planning Commission on recommendation of the City Engineer, may approve a modification to this requirement if deemed reasonable when the natural contour of the land makes this requirement unsafe or not practical.
B. Width. The width of blocks shall be sufficient to allow two tiers of lots. The Planning Commission on recommendation of the City Engineer may approve a modification to this requirement if deemed necessary when the natural contour of the land makes this requirement unsafe or not practical or when a subdivision backs onto an arterial or major collector road.

18.117.028 Lot Design Standards

A. Building Sites. The lot arrangement, design and shape shall be such that lots will provide a suitable area of land for buildings and be properly related to topography and conform to

requirements set forth in this title. Lots shall not contain peculiarly shaped elongations, solely to provide necessary square footage, which would be unusable for normal purposes.

B. Lot Sizes. All lots shown on the subdivision plat must conform to the minimum requirements of Title 18 of this code for the zone in which the subdivision is located.

C. Lots Must Abut On Public Streets. Each lot shall abut on a street dedicated by the subdivision plat or an existing publicly dedicated street except when private streets are approved by the Planning Commission. Flag lots are exempt from this requirement.

D. Corner Lots. Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.

E. Parts of Lots. All remnants of lots below minimum size, left over after subdividing a larger tract, must be attached to adjacent lots, rather than be allowed to remain as parcels that may be non-conforming or inherently unusable.

F. Divided Lots. Where the land contained within one lot is divided into two or more parcels in separate ownership, the land in each lot so divided shall be transferred by deed to single ownership before approval of the final plat, and such transfer recorded in the county recorder's office before being certified to the Planning Department by the subdivider.

18.117.030 Improvements

A. Requirements. The following improvements, designed according to the adopted Heber City Standard Specifications and Drawings, shall be installed in all subdivisions. The improvements shall include:
   1. Drinking Water, Pressurized Irrigation, Sewer, Storm Drain, Solid Waste:
      a. A potable water supply in amounts and manner as required under Section 17.28.030 of this chapter in accordance with the State Board of Health Standards;
      b. The installation of Drinking Water mains and Drinking Water laterals to each lot property line
      c. Sewer mains, and sewer laterals to each lot property line;
      d. Fire hydrants and locations as directed by the ~~F~~ire Marshal
      e. Solid waste disposal facilities
      f. Storm drain system
      g. Pressurized irrigation system.

B. Streets:
   1. The grading and graveling of all streets and the installation of all required culverts
   2. The hard-surfacing of all streets.
   3. Curbs and gutters and sidewalks.

C. Public Utilities. Electric, cable/internet natural gas, and telephone lines shall be installed. These utilities shall be located underground, except when major transmission lines are on site and when other adjacent property owners would be impacted.

D. Survey Monuments.

E. Sensitive lands and environmental hazards shall be addressed as per Chapter 18.67.

F. Street lighting.

18.117.032 Platting Requirements

A. Preparation. A final plat shall be prepared for all subdivisions.

B. Material. The plat shall be drawn, as per the Standard Plat requirements, on mylar material and shall conform to City standards. In addition, an electronic GIS Final Plat and plans submittal is required. Details and workmanship shall be neat, clean, and legible.

18.117.034 General Subdivision Requirements

A. Public Spaces. In subdividing property, consideration should be given to sites for schools, parks, playgrounds, and other areas for public use, as shown on the General Plan and the Parks and Trails Master Plan. Any provision for such open spaces shall be indicated on the preliminary plat in order that it may be determined in what manner such areas will be dedicated to or acquired by the appropriate agency.

B. Private Roads and Driveways -- Construction and Maintenance. The City shall not open, grade, pave, or perform any maintenance work on any private or undedicated street or alley, and the City shall refrain from laying utility lines in any street which has not:
   1. Been accepted by the City as a public street or alley; or
   2. Which has not received the approval of the City of a subdivision, unless an easement is granted therefor.

   The City shall not accept nor maintain a street or other public way unless said street has been accepted by the City as a public street and the street has been constructed in accordance with City standards.

C. Water Supply and Storage. All lots within the subdivision shall be served by an approved central water system consisting of both a drinking water system and a pressurized irrigation system that meets the adopted Heber City Standard Specifications and Drawings. The subdivider shall submit proof that the proposed drinking water source and distribution system meet Level of Service Standards as per the most recent Master Plan and/or the Impact Fee Facilities Plan (IFFP) for indoor uses plus the amount of water required to provide fire protection as per City standards. Where water is to be used for lawn sprinkling and other outside uses, the subdivider shall submit proof the proposed pressurized irrigation water source and distribution are capable of providing irrigation water according to State Standards and City requirements.

D. Small Subdivisions. Whenever a small subdivision with ten or less lots, meeting the conditions as set forth in this chapter is proposed, a preliminary plat conforming to the requirements for preliminary plats as set forth in this Chapter, shall be prepared and submitted for approval. Before preparing and submitting the plans, the applicant is encouraged to meet with the Planning and Engineering departments to determine if any of the requirements set forth in the application and checklists are not necessary. Staff will base its determination on the site conditions as well as surrounding conditions.
   1. Before the Planning Director shall approve any such small subdivision, all improvements required under Section 18.117.30 shall have been installed or assurances given to the City that the improvements will be installed without cost to the City as set forth in Chapter 18.52.
      Exception: The applicant may petition the Planning and Engineering Departments to delay the installation of curb, gutter, and sidewalk in areas where such improvements are lacking and distant. If approved, the eventual installation shall be assured by a formal delay agreement, recorded at the County or a recorded deed restriction.
   2. The Planning Director, or its designee, serves as the Land Use Authority approving Small Subdivisions with appeals going to the Appeal Authority.

E. Work to Be Done By Engineer or Surveyor. All engineering work or surveying of property must be done by or under direction of a Utah licensed professional engineer or professional land surveyor registered in the state.

18.117.36 Improvement Completion Assurance

A. Option to Provide Improvement Completion Assurance. In accordance with Utah Code § 10-9a-604.5, before an applicant conducts any development activity or records a plat, the applicant shall: (i) complete any required public landscaping improvements or infrastructure improvements; or (ii) post an improvement completion assurance for any required public landscaping improvements or infrastructure improvements. The improvement completion assurance shall be in the form provided for in the Heber City Standard Specifications and Drawings, or such other form as approved by the City Engineer and City Attorney.

B. Warranty of Infrastructure Improvements. Prior to the City accepting a public landscaping improvement or infrastructure improvement, the applicant shall: (a) execute an improvement warranty for the improvement warranty period; and (b) post security in the form provided for in the Heber City Standard Specifications and Drawings in the amount of up to 10% of the lesser of the: (i) municipal engineer's original estimated cost of completion; or (ii) applicant's reasonable proven cost of completion. The improvement warranty period shall run for one year from the date the City completes a requested inspection of the infrastructure improvements and accepts the improvements into warranty. Upon acceptance of the improvements into warranty, any remaining improvement completion assurance in excess of the improvement warranty amount will be released. If the City is unable to complete inspections due to snow, ongoing construction, lack of access, or other conditions, the improvement warranty period will not begin to run until conditions allow for inspection and acceptance of the improvements.

C. Final Inspection and Release. At the end of the improvement warranty period, the developer may request a final inspection and release of the improvement warranty. The City Engineer or designee shall make a final inspection of the improvements. If all liens are paid, and other conditions thereof are found to be satisfactory, the City Engineer shall release the improvement warranty.

18.117.038 Costs And Charges

A. Required improvements and processing costs and charges. See the Adopted Heber City Fee schedule for costs. Charges in connection with the planning, processing, and development of subdivisions in the City shall be shared between the subdivider and the City according to the following schedule. Where infrastructure installation requires significant system-wide oversized improvements beyond those necessitated by the development, reimbursement agreements shall be considered as per State Law.

Plan or Facility	Subdivider	City
Concept Plan for Sensitive Lands and non-residential projects	100%	0%
Preliminary Plan	100%	0%
Final Plat Plans	100%	0%
Easements and rights-of-way, on-site and off-site	100%	0%
Grading and draining streets on-site	100%	0%
Grading and draining streets off-site	Special negotiations with City Council	

Plan or Facility	Subdivider	City
Bridges and culverts	100%	0%
Street paving on-site	100%	0%
Street paving off-site	Special negotiations with City Council	
Curb and gutter and curb cuts	100%	0%
Sidewalks	100%	0%
Street signs	100%	0%
Water Storage	0% if existing tanks can serve development; Special negotiations with the City Council if not	
Water Supply	100%	0%
Water shared to supply the amount of water required in Section 17.48.030	100%	0%
Water mains and laterals up to and including 10" diameter	100%	0%
Sewer mains and laterals up to and including 10" diameter	100%	0%
Oversize Water and sewer mains	Special negotiation with the City Council	
Street lighting maintenance and electricity expenses	0%	100%
Electric utilities	100%	0%
Parks	100%	0%
Monuments	100%	0%
Canal and flood channel protection	Special negotiations with the City Council	
Elimination of environmental hazards	100%	0%

18.117.040 Amendments

Before approving a preliminary plat for development greater than 10 lots of a subdivision, the Planning Commission may require amendments or modification of the plan if it finds that:

A. The layout of the subdivision does not conform to the required standards of design as set forth in this title and in the adopted Heber City Standard Specifications and Drawings;
B. The subdivision is not provided with adequate ingress or egress;
C. The subdivision design contains sensitive lands such as geologic, soil, water, or other hazards which could be detrimental to the subdivision, surrounding area, or to the City, and which are not adequately addressed in the application;
D. The subdivision does not provide the required improvements or quality of improvements or does not comply with other requirements as set forth in this chapter and in the adopted Heber City Standard Specifications and Drawings. Such amendments or modifications shall be sufficient in all cases to correct the inadequacies so that the

subdivision will conform to the requirements of this chapter and the adopted Heber City Standard Specifications and Drawings.

18.117.042 Substantial Completion of Subdivisions

Building permits and approvals for occupancy will only be issued pursuant to the provisions of Sections 15.04.040 and 15.04.050 and as required by the adopted Heber City Standard Specifications and Drawings.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Subdivisions ~~17~~ 18.117

~~17~~18.04 General Provisions
~~17.06 Supplemental Subdivision Requirements~~
~~17.08 Definitions~~
~~17~~18 .12 Recording
~~17~~ 18-.14 Requirement Of Adequate Public Facilities
~~17~~.18.16 General Subdivision Procedures
~~17~~.18.18 Property Line Adjustments
~~17~~.18.19 Condominiums
~~17~~. 18.20 Required Plans
~~17~~.18.24 Street Design Standards
~~17~~.18. 28 Block Design Standards
~~17.30 Trail Design Guidelines~~
~~17~~.18.32 Lot Design Standards
~~17.34 Sensitive Lands Regulations~~
~~17.36 Large Scale Development~~
~~17.38 Commercial Developments~~
~~17~~.18.40 Improvements
~~17~~.18.44 Platting Requirements
~~17~~.18.48 General Subdivision Requirements
~~17~~.18.52 Guarantee Of Performance
~~17~~.18.56 Costs And Charges
~~17.60 Variances~~
~~17~~.18.64 Amendments
~~17~~.18.68 Substantial Completion Of Subdivisions

~~17~~.18.04 General Provisions

~~17~~18.04.010 Title Of Provisions
~~17~~18.04.020 Purpose And Intent
~~17.04.030 Amendments To Subdivision Ordinance~~

~~17~~ 18.04.010 Title Of Provisions

This title shall be entitled the "The Heber City Subdivision Ordinance" and may be so cited and pleaded.

~~17~~.18 04.020 Purpose And Intent

1. The purposes of this title shall be to:
    1. Promote the health, safety, convenience, and general welfare of the present and future inhabitants of the City;
    2. Facilitate the transfer of land having accurate legal descriptions;
    3. Bring about the development of a more attractive ~~and wholesome~~ environment within and about the City;
    4. Establish the rights, duties, and responsibilities of subdividers with respect to land subdivision;
    5. Facilitate the implementation of the general plan.

2. It is declared to be the public policy that these subdivision regulations shall be promulgated for the purpose of facilitating the platting of land and the construction and sale of dwellings buildings rather than for the purpose of facilitating the sale of building lots only.

17.04.030 Amendments To Subdivision Ordinance

1. Amendments to this Subdivision Ordinance shall occur in accordance with §10-9a-602 of the Utah Code, as amended. Under these provisions, the Planning Commission shall prepare and recommend amendments to the Subdivision Ordinance following a public hearing reasonably noticed for at least ten (10) calendar days. In addition, a copy of said notice should also be specifically submitted to the City Manager, City Attorney, Chief of Police, Building Official, City Engineer, City Fire Official, and City Recorder, and must include notice to affected entities as required by the Utah State Code, at least ten (10) calendar days prior to the hearing for review and comments. No material change in or departure from the recommendation of the Planning Commission can be made after such public hearing unless the change or departure be submitted to the Planning Commission for its consideration and recommendations.
2. The Planning Commission recommendation will be forwarded to the City Council who will hold a public meeting reasonably noticed for at least 24 hours. Following the public meeting, the City Council may approve, amend and approve, or deny the recommendation of the Planning Commission.

17.06 Supplemental Subdivision Requirements

17.06.010 Supplemental Subdivision Requirements For Subdivision Approval

Any proposed subdivision developments applied for after June 2, 1994, shall be subject to such amendments as are adopted within the next six months by the Heber City Council. Once adopted, said amendments shall be retroactive to the effective date of this ordinance. Application to develop shall constitute an agreement to abide by all reasonable ordinances and regulations so imposed.

17.08 Definitions

17.08 Definitions
17.08.010 Generally
17.08.020 Arterial Street
17.08.030 Collector Street
17.08.035 Subdivision, Twin Home
17.08.040 Easement
17.08.050 Final Plat
17.08.060 Large Scale Development
17.08.070 Metes And Bounds
17.08.080 Minor Street
17.08.090 Off-Site Facilities
17.08.100 On-Site Facilities
17.08.110 Over-Size Facilities
17.08.120 Preliminary Plan
17.08.130 Subdivider
17.08.140 Subdivision
17.08.150 Master Development Agreement

17.08.010 Generally

For the purpose of this title, the definitions set out in this chapter shall apply.

~~17.08.020 Arterial Street~~

~~"Arterial street" means a street, existing or proposed, which serves, or is intended to serve, as a major traffic way and which is designated as an arterial street on the City major street plan.~~

~~17.08.030 Collector Street~~

~~"Collector street" means a street, existing or proposed, which is supplementary to an arterial street or which connects minor streets with significant traffic generators and which is shown as a collector street on the City's major street plan.~~

~~17.08.32 Complete Application~~

~~"Complete applications are those properly filled out applications and checklists, where all required information has been provided by the applicant and staff has reviewed the submitted information and deemed it complete."~~

~~17.08.035 Subdivision, Twin Home~~

~~"Twin Home Subdivision" means a proposed subdivision of a two-unit building built upon one lot zoned as a twin home lot, creating two lots, each lot containing one unit of the two-unit building. Both lots on the proposed subdivision must correspond with the common wall, must abut a City street or road which has been accepted for maintenance, and must be physically accessible, or capable of being physically accessible, from the public street by conventional vehicles.~~

~~17.08.040 Easement~~

~~"Easement" means the quantity of land set aside or over which a liberty, privilege or advantage, separate from the ownership of the land, is granted to the public or some particular person or part of the public.~~

~~17.08.050 Final Plat~~

~~"Final plat" means a map or chart of the land division which has been accurately surveyed, and such survey marked on the ground, so that streets, alleys, blocks, lots and other divisions thereof can be identified.~~

~~17.08.060 Large-Scale Development~~

~~"Large-scale development" means a tract of land which is planned, developed, and maintained as a single entity wherein the requirement applying to all buildings and improvements within the development are modified to conform to the approved plan.~~

~~17.08.070 Metes And Bounds~~

~~"Metes and bounds" means the description of a lot or parcel of land by courses and distances.~~

~~17.08.080 Minor Street~~

~~"Minor street" means a street, existing or proposed, which is supplementary to a collector street and of limited continuity which serves, or is intended to serve, the local needs of a neighborhood.~~

~~17.08.090 Off-Site Facilities~~

~~"Off-site facilities" means facilities designed or located so as to also serve other property outside of the boundaries of the subdivision, usually lying between the development and existing facilities.~~

~~17.08.100 On-Site Facilities~~

~~"On-site facilities" means facilities installed within or on the perimeter of the subdivision or development site.~~

~~17.08.110 Over-Size Facilities~~

~~"Over-site facilities" means facilities with added capaCity designed to serve other's property, in addition to the land within the boundaries of the subdivision or development site.~~

~~17.08.120 Preliminary Plan~~

~~"Preliminary plan " means a map or chart of a proposed land division.~~

~~17.08.115 Regular Residential subdivisions~~

~~"A residential subdivision including single family, duplex, and/or twinhome units that is located in a non-sensitive land area.~~

~~17.08.130 Subdivider~~

~~"Subdivider" is any person or legal entity layout or making a land division for the purpose of sale, offering for sale, a gift, or selling for himself/herself or others a subdivision or any part thereof.~~

~~17.08.140 Subdivision~~

1. ~~"Subdivision" means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms and conditions.~~
2. ~~"Small subdivision" means a subdivision containing less than ten lots and conforming to all of the other conditions set forth in Section 17.12.010 of this title.~~

~~17.~~18.12 Recording

~~17.~~18. 12.010 Procedures ~~- Exemptions - Required Signatures~~

~~17.~~18. 12.010 Procedures - ~~Exemptions - Required Signatures~~

1. ~~From the effective date of the ordinance codified in this Title~~, N~~n~~o person shall subdivide any tract of land which is located wholly or in part within the City, nor shall any person sell,

exchange, or offer for sale, or purchase, or offer to purchase any parcel of land which is any part of a subdivision of a larger tract of land within the above described territory, nor shall any person offer for recording any deed conveying a parcel of land or any interest therein, unless ~~he~~ the subdivider has first produced and submitted an executed plat thereof, which plat must be approved by t~~he Land Use Authority, specified as~~ the Planning Director and City Engineer, and recorded in the office of the County Recorder before such sale or exchange or purchase is affected. Approval of the final plat shall be obtained by complying with all of the requirements of this Chapter including the applicable application/checklist, and the Standard~~s and~~ Specifications and Drawings; ~~provided, however, that land may be subdivided and land may be sold without the necessity of recording a plat if all of the following conditions are met:~~

~~1. The subdivision contains less than ten lots;~~

~~2. A plan has been submitted to and approved in writing by the Land Use Authority;~~

~~3. The subdivision is not traversed by the lines of a proposed street shown on a comprehensive plan of the City, and does not require the dedication of any land for street or other public purposes;~~

~~4. Each lot in the subdivision meets the frontage, width, and area requirements of Title 18 of this Code;~~

~~5. Requirements under Section 17.48.040 of this Title are complied with. These exceptions are intended to apply to the divisions of land into a small number of lots (up to nine inclusive), where all necessary streets have already been improved and deeded to the City, and where the frontage, width, and area of the lots meet the requirements of the zone in which the subdivision is located.~~

~~2. All large scale subdivision plats and all lots or parcels created by small lot subdivision plats or by lot splits reflected in a certified survey, shall, before taking effect and being placed of record in the Wasatch County Recorder's Office, contain the following signatures:~~

~~1. Certified licensed land surveyor~~

~~2. All parties owning any rights, title or interest in the property contained within the survey~~

~~3. Wasatch County Surveyor~~

~~4. Land Use Authority~~

~~5. City Engineer~~

~~6. City Recorder~~

~~7. Applicable Special Service Districts Mylar plats shall be submitted to the Wasatch County Surveyor to initiate the recordation process. All non-City signatures shall be obtained prior to submitting the plat to the County Surveyor.~~

~~3.~~ All small lot subdivisions and lot splits shall require the formal consent of the ~~Land Use Authority as shown by the signature of the Land Use Authority.~~ Planning Director or designee.

~~17.~~18. 14 Requirement Of Adequate Public Facilities

~~17.~~ 18.14.010 Adequate Public Facilities Required

~~17.~~18. 14.020 Essential Public Facilities

~~17.~~18.14.030 Procedures

~~17.~~18.14.040 Level Of Service Standards

~~17.~~18.14.050 Adequate Public Facilities Not Available

~~17.~~18.14.010 Adequate Public Facilities Required

Adequate public facilities required to be available concurrent with subdivision approval. From and after the effective date of this Amendment to the Heber City Subdivision Ordinance, no application for subdivision approval shall be granted, approved or issued unless the applicant has provided sufficient information to establish that adequate public facilities in the area affected by the proposed development will have sufficient capacity available at the adopted level of service standards

to accommodate the proposed development within a reasonable period of time following the issuance of final subdivision plat approval for the proposed development.

~~17.~~18.14.020 Essential Public Facilities

Essential public facilities to which this requirement will apply include the following:

1. ~~Culinary waterworks~~ Drinking water system, including quantity, quality, treatment, storage capacity, and transmission/distribution system capacity;
2. Sanitary sewer and wastewater system, including outfall lines, laterals and collector lines;
3. Storm water drainage, including flood control facilities;
4. Street system, including streets, roads, highways, intersections and related transportation facilities;
5. Recreational facilities, including parks and trails.
6. ~~Secondary p~~Pressurized irrigation system, including quantity, quality, storage capacity, and transmission/distribution system capacity.
7. Broadband access

~~17.~~18.14.030 Procedures

As part of the material submitted in support of an application for subdivision approval, the applicant shall submit sufficient information in order to demonstrate that adequate public facilities will be available at specified levels of service within a reasonable period of time following the issuance of subdivision plat approval for the proposed development. Such a determination may include the timing, phasing and sequencing of the proposed development. ~~Compliance with level of service standards shall be measured in accordance with the adopted level of service standards as set forth in the latest revision of the Heber City Impact Fee Facilities Planherein and in the adopted Heber City Standards and Specifications as they may, from time to time, be amended.~~ The City Engineer, the Planning Commission, and City Council may request additional information from the applicant to address the adequacy and availability of the public facilities referenced above as part of the subdivision approval process. Processing of applications shall follow the requirements of Section 18.16.010.

~~17.~~18.14.040 Level Of Service Standards

Compliance with level of service standards shall be measured in accordance with the adopted level of service standards as set forth in the latest revision of the Heber City Impact Fee Facilities Plan and in the adopted Heber City Standard Specifications and Drawings as they may, from time to time, be amended.

~~The level of service standards by which the adequate public facilities requirement referenced herein shall be measured for each of the essential public facilities to which this requirement applies shall be as established in the latest revision of the Heber City Standards and Specifications Impact Fee Facilities Planas they may, from time to time, be amended.~~

~~17.~~18.14.050 Adequate Public Facilities Not Available

If it is determined that adequate public facilities will not be available at specified levels of service within a reasonable period of time following the issuance of final subdivision plat approval, so as to assure that such services will be available at the time of occupancy of new development being proposed, the Planning Commission, under advisement by the City Engineer, ~~the City Council, in the exercise of its~~

~~discretion,~~ as part of the preliminary plat review, shall review, evaluate and discuss with the applicant, the following alternatives and conditions in the order presented:

1. Allow the developer to voluntarily advance the costs necessary to provide those public facilities which are necessary to service the proposed development and meet the applicable level of service standards by entering into an appropriate form of development agreement, which may include~~, as deemed appropriate provisions for credits or~~, ~~provisions for credits or~~ reimbursement of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or benefit conferred upon the proposed development.
2. Require timing, sequencing and phasing of the proposed development consistent with the available capacity of public facilities;
3. Defer final plat approval and the issuance of building permits until all necessary public facilities are adequate and available; or,
4. Deny subdivision plat approval at the present time, and require the applicant to reapply when adequate public facilities are available at adopted level of service standards.

~~17.~~18.16 General Subdivision Procedures

~~17.~~18.16.010 Required Procedures For Approval

The following steps or procedure must be followed in order to obtain approval of a subdivision:

1. Application Submittal Deadline. All complete applications for a preliminary plat shall be made at least 16 (sixteen) calendar days before the next regular Development Review ~~Committee~~ (DRM) meeting. ~~Applications must be complete in order to be considered to have met the submittal deadline. Only when an application is deemed complete by the Planning Director or a designee, shall the application be considered for processing.~~ All applications shall follow the engineering and planning checklists for the required content for submittal. Applications shall not be forwarded for review as a preliminary plat until such applications are deemed complete by the Planning Director or designee and the City Engineer. Once deemed complete, the City shall provide corrective comments within 15 working days for regular residential subdivisions.

2. Preliminary ~~Plan~~ Plat Submission. Applicant prepares preliminary plat documents ~~and Preliminary Environmental Impact Assessment (see Section 17.20.020)~~ and submits electronic copies in PDF format, makes application, and pays fees prior to application submittal deadline. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code~~.~~

3. Staff Review. Staff will review the application and provide a written review to the applicant following the DRM meeting. Staff shall consider the following items in their review:

    1. Relationship of the proposal to the General Plan;
    2. Zoning of the proposed development and general requirements of the zone;
    3. Third-party utility considerations;
    4. Roads, blocks, and general transportation;
    5. Flood zones, sensitive lands, and potential flood hazards;
    6. Drinking water requirements;
    7. Pressurized irrigation requirements;
    8. Sanitary sewer requirements;
    9. Storm water system requirements;
    10. Park and Trail requirements;

11. Capital improvement plans;
12. Other items as required in the subdivision application, available online and at the City offices. ~~deemed necessary by the planning or engineering staff.~~

4. Outsourcing of Plan Reviews. The City may outsource the review of any application to contracted consultants. ~~Unless consultants are the primary reviewer for all applications, the City will notify the applicant that their application review will be outsourced.~~ Outsourced reviews will follow the provisions of the Staff Review above. All review costs and any required special studies shall be reimbursed by the applicant.

5. Development Review Meeting (DRM) ~~Committee.~~ The Development Review ~~Committee~~ (DRM) is an administrative committee and part of the preliminary plat review process, consisting of staff from the City, local utilities, and other organizations as applicable. The role of the DRM is to review development applications for compliance with development standards, coordination between jurisdictions, utilities, and organizations as applicable, and meet with applicants to provide guidance and understanding of the requirements of their application. The DRM is not a Land Use Authority and provides initial guidance on issues and processing concerns for the preliminary plat application.

Concept plans (see Engineering checklist and 18.20.010 Concept Plans) for any subdivision which include or are suspected to include Sensitive Lands (see Sensitive Lands Ordinance xxxx) shall also be reviewed during a DRM. Applicants are required to disclose any known Sensitive Lands associated with their project as part of the application process, but Sensitive Lands may also be identified through other means, including review of Geotechnical reports or other studies or reports associated with the project, published Sensitive Lands maps, site visits or similar means. The concept plan review, when required, may include detailing additional reports or studies needed to evaluate and address sensitive lands issues, as part of the preliminary plat review process.

6. Concept Plan Submission. Concept plans are optional for regular residential subdivisions and required for all other types of subdivisions. Applicant prepares Concept Plan, makes application, pays fees, and submits concept plans prior to application submittal deadline. This applies to concept plans for commercial, industrial, ~~and~~ multiple-unit residential, and those regular residential subdivisions located on a sensitive land. Applicant shall provide electronic copies of the proposed concept plans in PDF format. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code;
7. ~~Concept Plan Approval. For Single Use Zones as defined by Section 18.16.010, the Planning Director, or its designee, is the Land Use Authority approving the Concept Plan. with appeals going to the Planning Commission. For Mixed Use Zones and Overlay Zones as defined by Section 18.16.010, the Planning Commission is the Land Use Authority, with appeals going to the City Council. Approval, disapproval or modification of The Concept Plan shall occur before the Preliminary Plan is allowed to be submitted. Prior to preliminary approval, the applicant shall be given an a informal list of what the Land Use Authority expects on the preliminary plans including contour intervals and any special concerns. Concept approval does not guarantee final project approval;~~
8. ~~Commercial projects are not required to submit Preliminary Plans;~~
9. Preliminary Plat Approval. The Planning Commission reviews the preliminary plat as per items discussed ~~at concept~~ in the review process ~~approval~~ and for compliance with the ordinances. The Planning Commission is the Land Use Authority for approving the Preliminary Plat. ~~Plan~~, ~~with appeals going to the City Council~~. If approval is given at this time, the applicant shall be given a list ~~which has been revised from the one given at the concept stage. This list shall~~ pertaining to items

the ~~Planning Commission~~ the City expects on the final plans as per the final plat application checklist. Preliminary approval does not guarantee final subdivision approval. Up to 4 resubmissions according to the process defined in State Code of the preliminary plat plans to comply with the City requirements for the final plat are allowed for regular residential subdivisions. If such revised plans are not provided in compliance with City Standards, the plan shall be denied;

10. Final Plat Submission. Applicant prepares and submits final plat, makes application, and pays fees prior to application submittal deadline. Final plat shall consist of items required at preliminary stage, the final plat application and checklists, the adopted Heber City Standard~~s and~~ Specifications and Drawings, and by this ordinance in electronic PDF format. ~~All commercial developments that don't involve a subdivision require the submission of a Final Plan for review and approval by the Planning Commission. Exception: On a single commercial building, built in an approved development or on a lot of record, the Zoning Administrator and City Engineer may give final approval based on direction from the Planning Commission given at the time of concept approval.~~
11. Final Plat Approval. ~~For Single Use Zones,~~ the Planning Director along with the City Engineer, or their ~~its~~ designees, are ~~the Land Use Authority~~ responsible for approving the final Plat, ~~with appeals going to the City Council~~. ~~For Mixed Use and Overlay Zones as defined by Section 18.16.010, the City Council is the Land Use Authority responsible for approving the final Plat as recommended by the Planning Commission, with appeals going to the Board of Adjustment. For subdivisions which require variances as per Chapter 17.60, the City Council shall be the Land Use Authority, with administrative appeals going to the Board of Adjustment and policy making appeals going to the District Court.~~ The Land Use Authority reviews the final plat ~~plan~~ and approves the final plat if it is complete and if all requirements from preliminary plat approval are met or disapproves it. The final plat shall be in substantial compliance with the plans approved at preliminary stage. Planning Commission approval does not guarantee final subdivision approval; ~~Final Plans shall not have a material departure from Preliminary approval~~. For regular residential subdivisions up to 4 revisions of the approved preliminary plat shall be allowed in between preliminary and final plat approval. The City shall complete its' reviews within 20 working days. Any material departures regarding the rights and obligations of the parties shall require a modified Preliminary approval by the ~~Land Use Authority~~. Planning Commission.

12. Appeals of engineering/planning decisions.

The 2023 new State Law creates two distinct appeal processes after the four review cycles have been exhausted and 20 days have passed.

a. For disputes relating to public improvement or engineering standards, the City shall assemble a three-person panel meeting within 10 days of receiving a request from the applicant. The panel of experts includes:

One licensed engineer designated by the municipality.

One licensed engineer designated by the land use applicant.

One licensed engineer, agreed upon, and designated by the two designated engineers.

Members appointed to the panel may not have an interest in the application in question. The applicant must pay 50% of the total cost of the panel and the municipality's published appeal fee. The City pays the other 50%. The panel's decision is final, unless the City or applicant petition for district court review within 30 days after the final written decision is issued.

b. For all other disputes, the City shall refer the question to the appeal authority at the applicant's request.

13. Recordation of Final Plat. Applicant records plat in office of County Recorder within one (1) year from the date receiving final approval and before selling or conveying any lots within the

subdivision. Final plats not recorded within one (1) year from the date receiving Final approval shall be null and void unless physical construction has started or an extension has been requested and granted prior to the original plat expiration date. In cases where construction has started, plat approval shall automatically be extended for a second year from the date of the final approval. If physical construction has not started, applicants may request and be granted a one (1) year extension. Such extensions shall be given if the applicant can show financial delays, and/or material, or labor shortages. ~~However, if an extension is granted, the requirement to incorporate updated City standards, or reevaluate bonds or other assurances may be enforced as a condition of approval for the extension~~. Plat extensions are granted by the Planning Director ~~applicable Land Use Authority~~ for Final Plats.

~~17.~~18.16 Property Line Adjustments and Plat Amendments

1. Lot Line Adjustments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Lot Line Adjustments, as defined ~~LUDMA~~ by Utah Code Title 10-9a et seq.with appeals going to the Appeal Authority.
2. Approval criteria for a Lot Line Adjustment

   A. The following approval criteria must be complied with in order to approve a boundary line adjustment.

      1. The change in boundary lines does not result in the creation of a new lot or parcel;

      2. The proposed change to a lot or parcel does not result in the creation of a parcel of size or shape that does not conform to all City zoning regulations and site development standards. If the proposed change is to a legally existing nonconforming parcel, the change may not increase the nonconformity;

      3. The proposed change to a lot or parcel does not result in changing a conforming structure into a nonconforming structure as a result of setbacks, proximity to other structures, use, landscaping, or any other site development requirement;

      4. The petition to change the boundaries must include signatures from representatives of each parcel affected by the boundary line adjustment; and

      5. In the case of an adjustment of a boundary line adjusting property lines that affect more than 2 lots in a subdivision previously approved by the City, the applicant shall submit a plat, and in the case of an adjustment of a property line between two parcels, the applicant shall submit a record of survey.

      6. The boundary line adjustment may not adjust the boundary line between a parcel and an existing public street or right-of-way, or propose a new public street or right-of-way.

3. Plat Amendments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Plat Amendments.~~, as described in Section 608 and 609 of LUDMA, with appeals going to the Board of Adjustment.~~
   ~~1. If a Public Hearing is required by LUDMA for approval of a Plat Amendment, then the City Council shall serve as the Land Use Authority, upon recommendation by the Planning Director or its designee, with administrative appeals going to the Board of Adjustment and policy making appeals going to the District Court.~~ If all adjacent owners

provide a written notarized statement that they agree with the lot line adjustment, the plat may be recorded after receiving the Planning Director's signature.

~~17.~~18.19 Condominiums

~~17.~~18.19.010 Purpose
17.18.19.020 Definitions
~~17.~~18.19.030 Approval Required
~~17.~~18.19.040 Submission Of Application
~~17.~~18.19.050 Review By The Planning Commission
17.18.19.060 Preliminary And Final Plat Final Approval

~~17.~~18.19.070 Unlawful To Sell Or Lease

~~17.~~18.19.010 Purpose

Utah State Code establishes condominiums as a form of subdivision ~~and requires that all condominium projects be reviewed by the Planning Commission and the City Council.~~ Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit residential condominium dwelling unit ~~of for legal non-conforming multi-family dwellings~~. Conversions of legal and legally non-conforming multi-family dwellings may also be approved as per this ordinance.

~~17.19.020 Definitions~~

~~For the purposes of this ordinance, the following definitions shall apply:~~

1. ~~"Condominium" means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the property.~~
2. ~~"Condominium or Condominium Projects" shall mean a real estate condominium project; a plan or project whereby two or more units, whether contained in existing or proposed buildings or structures, or otherwise are separately offered or proposed to be offered for sale. Condominium Project shall also mean the property when the context so requires.~~
3. ~~"Condominium Unit" shall mean a unit together with the undivided interest in the common areas and facilities appertaining to that unit. Any reference to a condominium unit includes both physical unit together with its appurtenant individual interest.~~
4. ~~"Conversion" shall mean a proposed change in the type of ownership of a parcel or parcels of land and/or existing structures from single ownership into a "condominium project" as herein defined with arrangements involving separate ownership of individual condominium units and joint collective ownership of common areas or facilities.~~
5. ~~"Declaration" shall mean a recorded declaration containing covenants, conditions, and restrictions relating to the condominium project, which shall be prepared in conformance with provisions of Section 57-8-10, Utah Code, as amended.~~

~~17.~~18.19.030 Approval Required

Prior to the construction or conversion of any building or use as determined as a condominium, a ~~survey map or project plan~~ a subdivision plat and site plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.

~~17.~~18.19.040 Submission Of Application

The owner or developer of a proposed condominium project or conversion project shall file an application with the City ~~Planning Commission~~. Such application shall be accompanied by and be in accordance with the following:

1. The ~~application or~~ surveyed ~~map~~ subdivision plat shall be drawn to scale in accordance with the Heber City subdivision ~~plan~~ process and current Standard~~s and~~ Specifications and Drawings as adopted by the City. Such ~~survey map or application~~ subdivision plat shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.
2. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, it shall ~~present and~~ display proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
3. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or ~~property~~ home owners organization (HOA).
4. Where conversions of existing buildings are proposed as part of the project, a ~~property~~ site and building condition report containing information that compares the existing construction to the International Building Code requirements shall be submitted as part of the application together with a plan of all proposed improvements and repairs.
5. ~~To assist the City in defraying the cost involved in the publication and review of a condominium project, a fee shall be submitted with the application in accordance with Heber City's fee schedule as adopted by the Heber City Council.~~

~~17.~~18.19.050 Review By The Planning Commission

After DRM/staff review and application revisions, if needed, the Planning Commission shall review the proposed application, processed as a preliminary plat, and related documents to determine whether the project conforms with all appropriate requirements, Standard~~s and~~ Specifications and Drawings of the City and is in conformance with the Utah Condominium Ownership Act.

1. For conversions of existing buildings to condominiums, if the ~~Planning Commission~~ Building Official finds that there are any violations to any of the applicable ordinances, building codes, or similar requirements, the Planning Commission may hold the application for the condominium project until such time that all life/safety violations have been corrected.
2. The proposed project shall be consistent with the International Fire Code and Adopted Building Codes,verified by inspections through the Building Department
3. ~~The Planning Commission may require~~ Depending on the current use parking demand, additional parking needs ~~that~~ shall be based on occupancy levels and proposed customer demand, but in no way shall it be less than what is required under the zoning district in which the project is proposed.
4. ~~The Planning Commission~~ Site access shall be evaluated and modified to meet the needs of the new proposed use, considering traffic patterns, traffic generations, and the anticipated population of the development.. ~~may also require additional exits or driveways including the approval of shared driveways.~~
5. ~~The Planning Commission may require additional~~ A minimum of 20% of the gross area of the site shall be open space ~~open space and~~
6. If not already in compliance with the Zoning Ordinance, additional landscaping to assure appropriate buffering and compatibility with adjacent uses, is required.

7. Utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility.
8. Water meters shall be installed according to City Standards and Specifications and Drawings at street right-of-ways.
9. All utilities and utility lines shall be placed within the public right-of-way. However, approved public easements may be permitted if the City Engineer Planning Commission deems them essential for the feasibility of the project, and the City Council approves said easement.
10. Each unit shall be provided with readily accessible individual shutoff valves, safety devices, or switches for water, gas and electrical services.
11. The Planning Commission may recommend to the City Council any condition which they deem appropriate. Such conditions may include corrections of violation of building, zoning, health, fire, or similar codes, appropriate amendments to declaration, bylaws or amendments to the record of survey map and project plan which may enhance or protest the environment of the project and the neighborhood in which it is located. Prior to recording the final plat, building deficiencies shall be corrected or bonded for.

17.18.19.060 Preliminary And Final Plat Final Approval

Condominium Plats are required by Utah State Code to follow a Preliminary and Final Plat Process. The Planning Commission shall be the Land Use Authority for the Preliminary Plat of a condominium plat. The Planning Director, or designee, shall be the Land Use Authority for Final Plat Approval of a condominium plat. Approval of a condominium project shall remain in effect and expire pursuant to Section 178.16.010(I).

17.19.070 Unlawful To Sell Or Lease

It is unlawful for any person, firm, corporation, partnership, or association to sell, contract to sell, or to lease any unit of any condominium or any other portion thereof until final record of survey plats, in full compliance with the provisions of this Ordinance, have been certified and signed by the Mayor, the Planning Commission Chair, City Engineer and City Attorney, attested by the City Recorder and duly recorded in the Office of the County Recorder.

17.18.20 Required Plans

17.18.20.010 Master Plans
17 18.20.010 Concept Plans
17.18.20.020 Preliminary Plans Plat
17.18.20.030 Final Construction - Plans And Final Plat

17.18.20.010 Master Plans

The Master Plan shall include all items in the Concept Plan and the following: A. Phasing Plan, including open space, trails, and amenities

B. Conceptual building elevations and proposed materials

C. Sensitive lands analysis

D. Conceptual Affordable Housing Plan, including the following:

1. Number of Affordable Housing Units

2. Unit Types

18.20.010 Concept Plans required for commercial, manufacturing, Sensitive Lands, and mixed use subdivision projects only.

The Concept Plan submission shall be made using the concept plan application, associated checklists and shall be drawn to a scale no smaller than one-inch equals one hundred (100) feet and shall generally include:

1. Conceptual layout drawn to a scale no smaller than one-inch equals one hundred (100) feet with the following:
    1. Proposed streets, in relation to the existing and planned streets within one-fourth mile of the subdivision
    2. Lots, including lot sizes
    3. Building pads for residential projects
    4. Buildings for multi-family or nonresidential projects, including building area
    5. Parking for nonresidential and multi-family residential projects
    6. Open space, as required by the zone
    7. Landscaping, as required by the zone
2. Data Table containing the following:
    1. Uses
    2. Density
    3. Open space calculations, as required by the zone
    4. Landscaping calculations, as required by the zone
    5. Parking analysis

~~17.~~18.20.020 Preliminary ~~Plans~~ Plat

The preliminary plat is required to be submitted according to the applications and checklists from Planning and Engineering available online and at the City offices.~~,~~ The Standard Plat ~~shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets and shall show:~~ generally includes~~ing:~~

1. The proposed name of the subdivision;
2. Vicinity map-the location of the subdivision. Where the plan submitted covers only a part of the subdivider's tract, the Land Use Authority may require the subdivider to prepare a preliminary plan covering all of the subdivider's tract before even considering a preliminary plan covering only part of the tract;
3. The names and addresses of the subdivider, the engineer, or surveyor of the subdivision, and the owner(s) of the land immediately adjoining the land to be subdivided;
4. Information sufficient to locate accurately the property shown on the plan with reference to survey markers or monuments;
5. Contour map at intervals required by the Land Use Authority at concept approval;
6. The boundary lines of the tract to be subdivided;
7. The location, width, and other dimensions of all existing or platted streets and other important features such as watercourses, exceptional topography and buildings within the tract and within two hundred feet of the tract to be subdivided;
8. Existing sanitary sewers, storm drains, drinking and ~~secondary~~ pressurized irrigation, water supply mains, and bridges within the tract or within two hundred feet thereof;
9. The location, width, and other dimensions of proposed streets, alleys, easements, parks and other open spaces with proper labeling of spaces to be dedicated to the public or to the occupants or owners of lots within the subdivision;
10. Northpoint, scale and date;

11. Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
12. All easements of record shall be shown on the preliminary map; Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
13. All lot numbers and bearings, distances, and curve data of all lot lines, street center lines, right-of-way lines, etc.
14. ~~Unless waived by the City Engineer,~~ A subdivision application may be processed concurrently with a rezone application but no subdivision preliminary plat shall be approved as final until such rezone process is complete. In addition, if a rezone is part of this application, the following shall be included with the preliminary plans:
    1. A development agreement that addresses, as a minimum:
        ~~1.~~ a. The dedication and maintenance of public and private open space, natural features, trails, amenities, streets and other common areas;
        ~~2.~~ b. Implementation of the development's affordable housing plan;
        ~~3. Conditions of approval necessary to implement the intent and requirements of the Utah State Code, Subdivision Ordinance, Zoning Ordinance, General Plan or Capital Facilities Plan; and~~
        ~~4.~~ c. Measures necessary to mitigate land hazards and sensitive lands as required by ~~the Subdivision Ordinance, Zoning Ordinance or General Plan.~~ this Title.
        ~~5.~~ d. Other measures as recommended by the Planning Commission and decided upon by the City Council as part of the rezone process.
    2. A title report for all lands proposed to be subdivided;
    3. If sensitive lands are identified on the site, a mitigation design and request for density transfers within the site, as per Chapter 18.67. ~~A Preliminary Environmental Impact Assessment evaluating potential/anticipated environmental impacts of the project, including planned measures to limit or mitigate such impacts, addressing each of the following areas:~~
        ~~1. Wetlands~~
        ~~2. Flood Plains~~
        ~~3. Vegetation and Natural Features~~
        ~~4. Rivers & Streams~~
        ~~5. Slopes and Erosion Control~~
        ~~6. Endangered and Threatened Species~~
        ~~7. Historic Properties~~
        ~~8. Cultural Resources~~
        ~~9. Water Quality~~
        ~~10. Air Quality~~
        ~~11. Hazardous Materials and Operations~~
        ~~12. View shed analysis where applicable per Section 18.106 Ridgeline Protection~~

~~Following review of the Preliminary Environmental Impact Assessment, the City Engineer will determine the need for a full Environmental Impact Statement (EIS) or other potentially necessary environmental work.~~

15. A Geotechnical Report, as required by the adopted Heber City Standard~~s and~~ Specifications and Drawings~~, and generally~~ ~~including the following information~~:

~~a. Summary of Proposed Construction~~

~~b. Evaluation of Geologic Hazards~~

~~c. Subsurface Soil Profiles for the Site~~

~~d. Groundwater~~

~~e. Soil Classifications~~

~~f. Soil Properties with an identification of those prone to movement~~

~~g. Design Recommendations, including road pavement designs~~

~~h. Construction Recommendations~~

~~i. Property slope with 2' contours~~

~~5~~. 16 A Storm Water Drainage Report meeting the requirements of the Storm Water Design Manual ~~of the City Engineer.~~

~~6.~~ 17. ~~A Traffic Impact Study for developments with over 50 lots. meeting the requirements of the City Engineer. Traffic Trip Generation Letter from a Utah-Licensed professional engineer to determine whether a Traffic Impact Study is required. For developments with over 50 lots 100 average daily trips, a Traffic Impact Study is required.~~

~~7.~~18 ~~–~~Water Action Report as required by Section 15.16.090

~~8~~. 19 "Will Serve" letters from all serving utilities.

~~9. Affordable Housing Plan as required by Section 18.102.030.~~

~~17~~18.30.030 Final Construction - Plans And Final Plat

A. An application online and at the City offices details the list of all application requirements. In general, ~~T~~ theStandard ~~F~~final plat shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall generally show:

1. The name of the subdivision;
2. Blocks for the names and stamps of the engineer and/or surveyor of the subdivision. An Owner's dedication block.
3. Signature lines for the City Engineer, Land Use Authority and Water and Sewer Service Providers.
4. A boundary description. Also, all existing survey monuments and survey monuments to be installed with the construction of the subdivision shall be shown and properly labelled and referenced;
5. Northpoint, scale and date;
6. All easements of record shall be shown on the final plat;
7. Street numbers and names;
8. All lot numbers and situs addresses. Also, all bearings, distances, and curve data for all lot lines street center lines, right-of-way lines, etc.
9. All public utility easements, as required by the City Engineer ~~Planning Commission~~;
10. A vicinity map showing the location of the subdivision in relationship to the City;

11. Any notices to purchasers, if required during the review process ~~required by the Planning Commission~~;
12. Any notes required by the City Engineer.
~~12.~~13. The final plat shall be sealed by the Licensed Land Surveyor of record ON THE FIRST SUBMITTAL.

B. The Final Plans shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets. Final Plans shall be sealed by the Engineer of Record ON THE FIRST SUBMITTAL. In addition to all of the requirements of the preliminary plans, the final plat checklists, the following shall generally also be included with the final plans:

1. An updated title report for all lands proposed to be subdivided;

~~2.A revised Environmental Impact Assessment or EIS if required by the City Engineer at preliminary approval. Additional environmental work will be necessary if:~~

~~1. The proposed development did not adequately mitigate hazards identified in the Preliminary Environmental Impact Assessment.~~
~~2. Other sensitive land issues as identified by Chapter 17.34, impact the proposed development and were not identified in the Preliminary Environmental Impact Assessment or were not adequately mitigated by the proposed development.~~

~~3.~~ 2. Tax clearance from county assessor;

4. 3. Hard copy and electronic sets of Engineered construction drawings ~~as required by the City Engineer. In addition to all requirements of the preliminary plans, the final plans shall include typical street cross-sections, road, sewer, and other underground utility profiles and plans. Details showing the width and type of pavement. Location, size, and type of off-site and on-site water and sewer facilities and other improvements, such as sidewalks, curbs and gutters, parks, street lighting, and fire hydrants, etc;~~

~~5. Data Table containing the following:~~

~~3. Uses~~
~~4. Density~~
~~5. Open space calculations, as required by the zone~~
~~6. Parking analysis, as applicable~~

~~6. Landscaping plan, including a data table relating to the applicable landscaping requirements of Chapter 18.76.~~

~~7.Lighting plan as outlined in Section 18.78.050, including a data table relating to the applicable lighting requirements of Chapter 18.78.~~

~~8.Exterior materials Board for all non-residential and multi-family buildings.~~

~~9. Scaled color elevations of all non-residential and multi-family buildings, including a data table relating to the applicable design standards.~~

~~10. Record of survey map;~~

~~11~~ 4. ~~Checklist~~ Inclusion of all items discussed and requiring corrections at preliminary approval.

~~17~~ 18.24 Street Design Standards

~~17.~~18.24.010 Widths
~~17.~~18.24.020 Cul-De-Sacs
~~17.~~18.24.030 Easements
~~17.24.040 Curves~~
~~17.~~18.24.050 Intersections
~~17.24.060 Grades~~
~~17.24.070 Curbs~~
~~17.~~18.24.080 Names
~~17.~~18.24.090 Dedications
~~17.~~18.24.100 Bridges And Culverts
~~17.~~18.24.110 Relations To Adjoining Street System
~~17.~~18.24.120 Cuts In Pavement
~~17.24.130 Subdivision – Single Cul-De-Sac – Ingress/Egress Requirements~~
~~17.~~18.24.140 Street Plan Approval

~~17.~~18.24.010 Widths

Arterial and collector streets shall conform to the widths as described in the Master Transportation Plan and the Heber City Standard~~s and~~ Specifications and Drawings. Residential roads with maximum speed limits of 25 mph shall generally not be required to have pavement widths greater than 32' exclusive of curb and gutter. Shorter widths are allowed and streets designated as bike lanes, can be wider (see State Law for exceptions). ~~assigned on the major street plan wherever a subdivision falls in an area for which a major street plan has been adopted. For territory where such street plans have not been completed at the time the preliminary plan of the subdivision is submitted to the Planning Commission, street dedications shall be provided as follows:~~

~~1. Minor street dedications shall be a minimum width of sixty feet;~~
~~2. Collector street dedications shall have a minimum width of seventy-two feet;~~
~~3. Arterial street dedications shall have a minimum width of eighty-six feet or as shown on the major street plan, whichever is greater;~~
~~4. Minimum width of roadway wherever curb and gutters are installed (edge of pavement to edge of pavement) shall be as follows:~~
~~1. For minor or local streets, forty feet;~~
~~2. For collector streets, forty-four feet or conform to major street plan, whichever is greater;~~
~~3. For arterial streets, sixty feet or conform to arterial street plan, whichever is greater.~~

~~17.~~18.24.020 Cul-De-Sacs

A publicly dedicated Cul-de-sac shall follow the diagrams in the Standard~~s and~~ Specifications and Drawings. Private cul-de-sacs are subject to approval of the Fire Marshall ~~have a right-of way width of at least 60 feet; shall have a length of not in excess of 800 feet; shall be terminated by a right-of-way turnaround of not less than 80 feet in diameter; and shall be identified as such by appropriate signage within 20 feet of the entrance thereof, measured from the frontage street property line. Surface water must drain away from the turnaround - exception: where surface water cannot be drained along a street~~

~~away from the turnaround due to the grade, a necessary catch basin and drainage easement shall be provided.~~ Cul-de-sacs will only be approved as permitted by Section 18.24.130.

~~Because of the need for snow and solid waste removal cul-de-sacs will not be permitted within a subdivision unless approved by the Planning Commission The opening of a cul-de-sac must face on a street which provides at least two separate ingress-egress roadways to and from the subdivision.~~

~~17.~~18. 24.030 Easements

~~Easements of not less than ten feet on rear lot lines, side lines, and front lines will be required where deemed necessary by to serve ing utility companies for poles, wire, conduits, storm or sanitary sewers, gas and water mains, and other public utilities. Easements of greater width may be required along property lines where necessary for surface overflow or for the extension of sewer mains or similar utilities.~~ For residential subdivisions, public utility easements, of not less than ten feet in width, are required on front lot lines. Public utility and/or drainage easements, of not less than ten feet, are required on side lot lines and on rear lot lines where needed, when requested by public utility companies, or as otherwise required or approved by the City Engineer. City utilities shall normally be placed in City rights-of-way. When approved by the City Engineer, City utilities may be placed beneath private streets, private parking areas or in other common open space in an exclusive City utility easement of not less than 20 feet in width. Easements shall be provided to the City using the City's standard utility easement language in use at the time such easements are provided. Easements for commercial or industrial development shall generally follow the same requirements.

~~17.24.040 Curves~~

1. ~~Reverse curves shall have a tangent of at least one hundred feet unless, in the opinion of the Planning Commission, such is not necessary.~~
2. ~~Two curves in the same direction shall be separated by a tangent of at best two hundred feet except that the Planning Commission may authorize a tangent of less than two hundred feet where it can be shown that no appreciable traffic hazard will result therefrom.~~
3. ~~Where the street lines within a block deflect from each other at any one point more than ten degrees, there should be a connecting curve. The radius of the curve for the inner street line shall be not less than three hundred fifty feet for arterial streets, two hundred fifty feet for collector streets, and one hundred feet for minor streets.~~

~~17.18.24.050 Intersections~~

~~Streets shall intersect each other as near as possible at right angles. Minor streets shall approach the arterial or collector streets at an angle of not less than eighty degrees for a distance of at least one hundred feet. Offsets across streets in street alignment between ten feet and one hundred fifty feet shall be prohibited.~~

~~17.24.060 Grades~~

~~Minimum street grades of 0.3 percent will be required and a maximum grade of ten percent will be allowed, except that the Planning Commission shall have the power to allow a steeper or lesser grade when, in the opinion of the Planning Commission, the best development of the land is thereby secured.~~

~~17.24.070 Curbs~~

~~Curbs at all intersections shall be rounded with curves having a minimum radius of twenty feet. Property lines at street intersections shall be rounded with a curve where necessary.~~

~~17.~~18.24.080 Names

New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All streets shall be designated by number if straight and running North and South or East and West. Such streets may also be designated by name. All other streets shall be named. All street designations shall be ~~approved~~ reviewed by the City ~~City Engineer~~ and submitted to Wasatch County for final review ~~Planning Commission~~. Number and name (if named) shall be signed and said signing shall conform ~~be discernable from the street.~~ to the adopted Heber City Standard~~s and~~ Specifications and Drawings.

~~17.~~18.24.090 Dedications

All streets, except private streets, shall be dedicated for public use~~, except in large-scale developments.~~ The dedication of half streets in any subdivision is prohibited except park strip and sidewalk may be omitted on the opposite sides of the streets on the borders of the subdivision when approved.

~~17.18.24.100 Bridges And Culverts~~

~~All bridges and culverts shall be constructed to support gross vehicle weight of twenty-six thousand pounds. as per the adopted Heber City Standards and Specifications and Drawings.~~

~~17.~~18.24.110 Relations To Adjoining Street System

The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets ~~in~~ to connect with adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width) ~~variations are deemed necessary by the Planning Commission. Where the Planning Commission determines that it is desirable to provide for street access to adjoining property in order to provide an orderly development of a street system,~~ unless street cross sections have changed as per the Heber City Standard~~s and~~ Specifications and Drawings, proposed street connections shall be extended by dedication to the boundary of such property.

~~17.~~18.24.120 Cuts In Pavement

No cuts shall be made in street pavement for at least ~~five~~two years after hard surfacing without City ~~Planning Commission~~ approval by the City Engineer ~~or designee~~, ~~except in cases when public safety is at risk~~. Curbs and gutters, sidewalks, and the treatment of drainage courses shall comply with the Heber City Standard~~s and~~ Specifications and Drawings as adopted by the City. ~~and administrated by the Planning Commission.~~ All road cuts shall be in accordance with the Heber City Standard Specifications and Drawings.

~~17.24.130 Subdivision – Single Cul-De-Sac – Ingress/Egress Requirements~~

~~Because of the need for snow and solid waste removal cul-de-sacs will not be permitted within a subdivision unless approved by the Planning Commission The opening of a cul-de-sac must face on a street which provides at least two separate ingress-egress roadways to and from the subdivision. In order for a cul-de-sac to be approved it must be shown and the Planning Commission must find the following:~~

1. ~~that the use of the cul-de-sac is necessary to effectively utilize the parcel of land, and~~
2. ~~that there exists topographical, hydrological or unique configurations that justify the use of a cul-de-sac.~~

~~See Section 17.24.020 for signage, dimensions, and drainage requirements.~~

~~17~~18..24.140 Street Plan Approval

A subdivision will not be approved if it conflicts with the ~~General Street Plan~~ Master Transportation Plan. A subdivision shall not be platted over any strip of land which is shown as a future street on the ~~General street Plan~~ Master Transportation Plan as an existing or potential collector or arterial street.

~~17.~~18.28 Block Design Standards

~~17.~~18.28.010 Length
~~17.~~18.28.020 Width

~~17.~~18.28.010 Length

The maximum length of blocks shall be eight hundred feet and the minimum length of blocks shall be four hundred feet, except as specified in the North Village Overlay Zone. The Planning Commission on recommendation of the City Engineer, may approve a ~~a variance~~ modification to this requirement if deemed ~~necessary~~ reasonable when the natural contour of the land makes this requirement unsafe or not practical.

~~17.~~18.28.020 Width

The width of blocks shall be sufficient to allow two tiers of lots. The Planning Commission on recommendation of the City Engineer may approve a modification ~~variance~~ to this requirement if deemed necessary when the natural contour of the land makes this requirement unsafe or not practical or when a subdivision backs onto an arterial or major collector road.

~~17.30 Trail Design Guidelines~~

~~17.30.010 Purpose~~
~~17.30.015 Standards~~
~~17.30.020 Trail Design~~
~~17.30.030 Construction Standards~~

~~17.30.010 Purpose~~

~~As noted in the Heber City general plan, our goal is to develop and incorporate a public non-motorized trail system into the future and existing infrastructure of Heber City to provide safe transportation and recreation facilities, compatible with the rural and mountainous environments of Heber City.~~

These trail standards have been implemented to accomplish the following:

1. Create a seamless and consistent trail network.
2. Improve the opportunity for alternative transportation.
3. Provide safe facilities for all users.
4. Enhance recreation opportunities for both residents and visitors.
5. Create design and construction standards for trails in Heber City.
6. Enhance recreation opportunities for both residents and visitors.
7. Create design and construction standards for trails in Heber City.
8. Provide enough trail options to keep traffic on trails at acceptable levels.

17.30.015 Standards

1. In the event of a conflict between this Chapter and other adopted trails standards, the most restrictive shall apply.
2. The standards of this Chapter may be modified by the City Engineer when trails are proposed to pass through developed subdivisions, established neighborhoods or lots containing existing buildings. In such instances, when it is legal to establish such trails in developed subdivisions, established neighborhoods or lots containing existing buildings, all reasonable efforts shall be made to establish trails, walkways, paths connecting trail systems, or trail connections, with existing sidewalks as connectors between standard trail sections, and, to locate or orient such trails, or connectors to trails on and along the outside property boundaries, at the farthest distance from homes and yards of private property, and to minimize infringement and encroachment upon existing homes, property lines and private property.

17.30.020 Trail Design

1. **Trail Function**. Anticipated trail use will essentially determine what type of trail to construct and where it will be built. There are two (2) general categories of trails: transportation and recreation, yet it is perfectly acceptable and common for the uses to be concurrent.
    1. Transportation trails are generally built as destination trails and primarily connect neighborhoods with one another or with public facilities, which may include schools, recreation centers, parks, town or resort centers, shopping areas, libraries, etc. The purpose is to allow a non-motorized user a corridor that limits interference with motor vehicle traffic and promotes non-motorized alternatives for short local trips. User types may include cyclists, disabled users, walkers and a variety of other youth type activities.
    2. Trails for recreation typically provide a connection to natural spaces and provide a range of challenges and features for the trail user. Loop trails are the preferred design that will allow users to begin and end at the same trailhead location. These trails typically connect to open spaces, national forests, state parks and neighborhood parks. User groups may include mountain and road cyclists, trail runners, equestrians, joggers, hikers and walkers. Trail surfaces are generally soft surface or natural surfaces.
2. **Trail Users**. These standards are set for non-motorized use and focused on all age groups, all levels of ability and generally include the following activity types: walkers, runners, joggers, hikers, cyclists (both mountain and road), skateboarders, disabled users, wheelchairs, equestrians, skiers, in-line skaters and baby movers (carriages, strollers, joggers, etc.). While it is clearly not practical for all types of trails in a mountainous environment to be fully accessible to the disabled, where reasonably appropriate, trails should comply with the requirements of the Americans with disabilities act of 1990 (ADA).
3. **Americans With Disabilities Act**. A trail is considered ADA accessible if it meets the following criteria:
    1. Five foot (5') minimum width.

2. Hard surfaces. Asphalt and concrete are the most accessible. Compacted crushed stone with a diameter less than three-eighths inch (3/s") is also acceptable.
3. Trail grade less than five percent (5%).
4. Ramps, not stairs, should be provided for grades exceeding the five percent (5%) maximum.
5. Ramp grades should not exceed eight percent (8%) and have a level landing for every thirty inches (30") of vertical rise and have a slip resistant surface.
6. Thirty two inch (32") high handrails should be installed on all ramps and bridges.
7. Trails should have a rest area every three hundred feet (300'), preferably cleared with a bench.
8. One or more accessible parking spaces should be provided at trail parking lots.
9. If gate or bollards are used to prevent motorized vehicle access to the trail, thirty two inch (32") clearance is necessary for wheelchair access.

4. **Trail Location**. The following are guidelines for how trails should be routed to reduce maintenance needs and environmental impacts while maximizing the trail experience:
    1. General Guidelines:
        1. Trails should be located and constructed in such a manner as to minimize maintenance and maximize access. Alignment should utilize the natural topography of the land and should follow natural contours where possible with respect to surrounding landforms.
        2. Design features should preserve and promote natural elements, including geologic, scenic, wildlife and historic.
        3. Construction must factor in erosion related to use and weather.
        4. Trail design should consider the trail users experience. Alignments should avoid excessive switchbacks or lengthy steep grades. When creating alignments, consider intended volume, ability and type of user.
        5. Locate trails for both summer and winter activities giving consideration to terrain and climate. Identify snow retention areas for possible cross country ski trails. In open areas, use trail alignments that take advantage of wind protection and shaded canyon areas.
        6. Because each trail site is unique, specific trail proposals through sensitive areas need to be considered on a case by case basis.
        7. Trails should be clearly separated from vehicle traffic. Users are generally safer and travel experiences are enhanced on separated trails. Snow removal and general maintenance are less costly when trails are separated from roads and parking lots. At-grade crossings at roads should be limited.
        8. The trail grade should not exceed half the grade of the hillside the trail is traversing. This is primarily to limit erosion and is a general guideline. For example, if you build across a hillside with a side slope of twenty percent (20%), the trail grade should not exceed ten percent (10%).
    2. Standards For Grades, Vertical Clearance And Curve Radii:
        1. Grades. Grades of five percent (5%) and below are acceptable for standard trail sections. Grades above five percent (5%) cannot be considered wheelchair accessible. Intersections should not exceed three percent (3%). Avoid sharp curves on grades exceeding five percent (5%) to avoid confrontations between different levels of users. The following table identifies lengths of trail for grades above five percent (5%) (backcountry or natural surface trails may exceed these grades for short distances, but must factor in appropriate erosion control measures):

Grade (Percent)	Limit On Length At That Grade

<5	None
5-6	800 feet
6-7	400 feet
7-8	200 feet
8-9	100 feet
9-10	50 feet
>10	0 feet

2. Line of Sight. Trail users need adequate sight line distances to anticipate changes in the trail and trail users coming from the opposite direction. An optimal clear view distance for bicyclists (the trail user traveling at the highest speed) is one hundred fifty feet (150'). If this distance cannot be met, appropriate signing must be placed to warn the user of curve ahead.
3. Vertical Clearance. Vertical clearance (or ceiling) is a ten foot (10') minimum. This allows for all types of non-motorized users. If pathways will be prepared for use during winter months, clearances should anticipate snow loading and be increased to sixteen feet (16').
4. Curve Radii. Curve radii will vary between allowed uses on multiple user trails. Bicycle standards should be followed, as this is the fastest moving user group requiring longer sight distances. Refer to the "AASHTO Guide for Development of Bicycle Facilities" for stopping distances, curve radii and intersection coordination.

3. Trail Types:

1. Improved Multi-Use Trail. Multi-use trails are major community arterial routes that are non-motorized, independent of vehicular routes and provide adequate separation from vehicles. They may bisect parks and open space, as well as parallel natural features, such as rivers and streams. These trails are both transportation and recreation oriented and should provide connections to cities, towns, back county trails and trailheads, parks, points of interest, and other transportation nodes. Where possible these trails should comply with AASHTO standards.
2. Improved Pedestrian Trail. Improved pedestrian trails are collector trails (including sidewalks) that are non-motorized and connect users to community trails. They may bisect neighborhoods, open space, commercial developments, parks, schools, etc., and parallel rivers and streams. Many existing pedestrian trails were designed and constructed prior to the regional trails master plan. Where possible, trials less than 8 feet wide should be widened and brought into current standards to improve access to more users.
   Future construction of major sidewalks that connect to the core trail network should be adapted to meet the standards of improved pedestrian trails, which will include an 8 foot wide tread surface. Efforts should be made to maintain a consistent width and for residential sidewalks to remain between 4 to 8 feet.
3. Backcountry Trail. Backcountry trails (single-track type) are defined as trails that provide access for users to explore areas outside of the urban trial network. These non-motorized trails are typically designed and constructed for a variety of recreational users, such as hikers, trail runners, mountain bikers, and

equestrians.
Because they are located outside of the urban network, the surface typically consists of natural dirt, creating an undeveloped feel for users. In some rare cases, other materials, such as gravel, may be implemented to aid in erosion control or stabilization. Backcountry trails are to be cut at a width of 4 feet.

In some cases, bridges, and boardwalks may be necessary to traverse though or over natural features in the backcountry. These structures should be designed and constructed to be compatible with all backcountry uses.

17.30.030 Construction Standards

1. **Trail Surfacing**. Heber City surfacing guidelines are provided for Improved Multi-Use Trails, Improved Pedestrian Trails and Back-country Trails.

Table 1: Trail Construction Standards Summary

Trail Type	Sizing	Materials
Improved Multi-Use	10 ft. trail within a 20 ft. easement (can be up to 14 ft. for regional connections as determined by staff and trails map)	Asphalt - weed barrier, 3" of asphalt on top of 6" road base Concrete and pavers can be used in appropriate areas such as intersections or plazas
Improved Pedestrian	8 ft. trail within a 20 ft. easement	Concrete - weed barrier, 4" thick concrete pavement on top of a 6" depth of 3/4" gravel Or Asphalt with weed barrier, 3" of asphalt on top of 6" of road base
Back-country	4 ft. trail within a 10 ft. easement	Natural Surface

2. **Improved Multi-use Trails**. Improved multi-use trails are major community arterial routes within the urban network. Because improved multi-use trails are designed for large volumes of users with varying uses, the surface materials should be a durable pavement. Asphalt is the preferred pavement type due to cost, ease of maintenance, and surface smoothness.

Typical pavement cross sections for an asphalt multi-use trail should consist of the following:
1. a properly graded and compacted sub-grade that has been stripped of all organics and,
2. lined with a structural weed barrier fabric;
3. a 6" depth of compacted road base material; and
4. a 3" depth of hot mix asphalt (HMA) pavement.

In some circumstances, concrete or concrete masonry unit (CMU) pavers may be used to create a unique look or feel. These surfaces should be avoided in most areas due to

the uneven joints and score lines that cause undesirable riding experiences for cyclists. For improved multi-use trails in Heber City, a tread width between 10 and 13 is recommended. Trails with a 10-foot width should be actively pursued where cost and space permit. A lesser width may be required by the planning department where appropriate. 14 foot wide trails shall be used on trails identified on the trails plan as being a collector trail or a regional connection. By constructing wider trails initially, the county, cities, and other agencies will have made preparations for a growing population in the area. Wider trails will also accommodate larger trail specific competitions and events (see Figure 32). Maximum slope shall not exceed 5% except for short distances. All improved multi-use trails should be constructed within a 20 foot easement.

3. **Improved Pedestrian Trail**. Improved pedestrian trails are more commonly referred to as sidewalks. The objective of the master plan is that future construction of major sidewalks will be adapted to meet the standards of improved pedestrian trials. The typical cross section of an improved pedestrian trail in Heber City should include an 8 foot wide tread surface. Trail construction should consist of a properly graded and compacted subgrade that has been stripped of all organics and lined with a structural weed barrier fabric followed by a 4" thick concrete pavement on top of a 6" depth of 3/4 " gravel or can be constructed with asphalt with a weed barrier, and a 3" layer of hot mix asphalt over 611 compacted road base.
Efforts should be made to update all existing improved pedestrian routes in the urban system to meet these standards. Residential and collector sidewalks can remain at 4 to 6 foot widths, but primary sidewalks should be constructed at 8 feet wide. All improved pedestrian trails should be constructed within a 20 foot easement.
4. **Backcountry Trails**. Backcountry trails, as classified in this document, are recreational trails outside of the urban network. Because they are located outside the urban network, tread material is often created from the natural sub-grade. In some cases other materials such as gravel may be implemented to aid in erosion control and/or stabilization. In all cases, these materials should be derived from adjacent areas to maintain a natural look and feel. Tread width of back country trails will vary based on vegetation, obstacles, and use. In most cases, backcountry trails should not exceed 48 inches wide within a 10 foot easement. Most backcountry trails will have a tread width of 12 to 24 inches, depending on use. The slope of backcountry trails is ideally less than 8%, with a maximum of 10% for runs of less than 100 ft. Back country trails should only exceed 10% in rare circumstances as approved by the county. All backcountry trails should be designated with a rating to allow potential riders to make safe and informed decisions. The IMBA has developed a standard trail difficulty rating system applicable to mountain bike trails. By providing ratings on trial signs in accordance with IMBA's standards and by providing general trail characteristics such as total length, elevation change, and projected trip times at trailheads, all potential users can make educated decisions about the trails they use.
5. **Backcountry trail construction standards**
    1. Backcountry trails should be built to IMBA standards. Surface treatment shall be a natural surface constructed with a bench width of 2 to 4 feet, which ensures environmental stewardship and allows for long-term sustainability by:
        1. Incorporating bench-cut construction with a tread surface that has an outward slope to the outer edge from a grade of 2 to 8% in the downhill direction; and
        2. Incorporating grade reversals and dips to reduce water erosion; these grades should average between 5 and 8%, with a maximum grade of no more than 10%, into the trail design and construction specifications.

            Adding these features will help minimize tread erosion by allowing water to drain in a gentle, non-erosive manner and ensuring the soil stays on the trail where it belongs.

Figure 1: Trails constructed without proper cross slope.
Figure 2: Proper grade reversal and bench cut construction.

2. Surface And Width: The original trail cut should be four feet (4") wide. The tread surface will compact and revegetate leaving a two foot (2') wide usable tread surface. Terrain and levels of expected use should determine width. The trail surface (tread) must be free of all organic material. All vegetation debris should be dispersed downhill of the tread and be noticeable to users. Corridor should be clear of all branches and tree stumps within two feet (2') of the tread surface. Full bench construction is required (Figure 3).

   Figure 3: Trail Cross Section

3. Grade: Grades should not exceed ten percent (10%). Optimal grades are between five (5) and eight percent (8%). If grades exceed ten percent (10%), which is only permitted on a limited basis, consideration must be given to the maintenance issues that may arise and the sustainability of the trail over time.
4. Drainage:
   1. Outslope is two percent (2%) to five percent (5%).
   2. Rolling grade dips are the preferred water diversion feature (diagram 3).
   3. Knicks can also be used. These are sis (6) to ten (10) feet long and have a fifteen percent (15%) outslope (diagram 4).
   4. Swells can be used where drainage is possible.
   5. Drain dips cannot be constructed on grades exceeding ten percent (10%).
   6. Water bars can be used in rare circumstances where terrain is prohibitive to above.
   7. All topsoil removed to create the tread must be sidecast and dispersed.

      Figure 4: Rolling Grade Dip
      Rolling grade dips are a sustainable alternative to water bars. Dips are large enough to be self-cleaning and subtle enough that cyclist will not steer around them. A dip is longer than a bike and shaped like a knick. Use bondable soil from a dip to make a long, gentle ramp just past it. The ramp should be nearly twice as long as the dip.

      Figure 5: Knick
      Kincks are used on gentle terrain to direct sheet flow off the trail. In contrast to rolling grade dips, soil from the knick is spread downslope off trail. The goal is sheet flow, not concentrated runoff.

      Knicks can be used on contour trails, to accentuate natural grade breaks and direct water off trails. Knicks should be long and subtle to be self-cleaning, yet unobtrusive to trail users.
5. Switchbacks and Climbing Turns

   Figure 6: Rolling Crown Switchback
   This shows the most sustainable type of turn of steep sideslopes. Inslope the trail bed only on the upper leg as it transitions to the crowned landing. The landing should have a 12 to 18 foot diameter, depending on trail width. The landing is outsloped in all directions. Build a grade reversal just before the upper leg to move water off the trail before it reaches the landing.

Figure 7: Climbing Turn

Maintain constant grade and radius through the tum section. Climbing turns may not be sustainable on sideslopes exceeding 7 percent grade.

Figure 8: Grade Reversal

A climbing turn is any turn that ascends (or descends) on the fall line of a sideslope. Improve sustainability by placing climbing turns on gentle slopes and using grade reversals to drain water above them. Climbing turns should have a large turning radius and barriers between legs to prevent shortcutting.

6. **Trail Construction**
    1. Guarantee for Trail Construction. Trail construction that is required as part of a development project will be subject to a security or bond that covers one hundred ten percent (110%) of the trail construction cost. This will be required at the same time the bonding is done for the other infrastructure requirements. All requirements and bonding will be completed with the Heber City Engineering Department.
    2. Trail Easements. All public trails will require a recorded easement. All trail easements shall be noted and defined on a plat map or by recorded easement. Backcountry trails and some soft surface trails will be recorded as built, and will be included as an exhibit in the development agreement when receiving plat approvals from Heber City. Before bonds for the trails will be release the as-built trail easements must be recorded.
    3. Phasing. When trails are part of a phased project, the phasing of various trail segments will follow a logical sequence for trail users. This phasing and expected dates of completion for trails shall be noted in the development agreement with Heber City.
    4. Measures to Reduce Trail Construction Impacts. As stated previously, a good site selection for your trail will prevent most construction impacts. Water drainage and erosion must first be addressed during the trail location phase, allowing for the use of natural features to be incorporated into the trail design. The following may or may not be required for trail construction.
        1. In ecologically sensitive areas, temporary fencing may be used to protect these features.
        2. Trails located near wetlands, may require boardwalk style construction.
        3. If using machinery to cut the trail, the right size equipment must be used. Different products are available specific to trail construction needs.
        4. If building near waterways or critical runoff points, trail layout will need to be reviewed on a case by case basis. Erosion matting or other device may be required for construction.
        5. In visually sensitive areas, work with hand tools may be necessary to reduce visual impacts.
        6. Indigenous materials should be used to the greatest extent possible for construction and revegetation practices. Seed mixes should be native; and care should be taken to not introduce nonnative materials into construction areas.
        7. Revegetation should occur quickly after construction dependent on the location, season and availability of water. Use of a native seed mix will be necessary. Trees and shrubs will need to be replaced if removed for construction purposes. For recommended seed mix and native vegetation please contact: Utah State University Extension Service, Heber City Branch, 55 South 500 East, Heber City, UT 84032.
7. **Trailheads**. Trailheads generally provide four essential purposes: signing, off street parking, restroom facilities and trail access. Any access into the trail system is considered a trailhead. New development that includes public trails, must consider how the public will get to these facilities and how it will coordinate with other plans in the development. Trailheads should be visible, easily accessible and designed to accommodate the type of trail uses allowed. Equestrian

trails will require more space than hiking or biking only trails for trailer parking and maneuvering.

1. Trailhead Classification. Access to a trail system is one of the primary elements for a successful trail network. Trailheads serve the local and regional population who access the trail network by car, transit, bicycle, foot, and/or other modes of travel. These access points provide essential connections to the system and serve as an information hub to educate and provide users with directions, maps, rules and regulations of the trails and area, closures, events, etc. Where appropriate, support facilities, such as resting areas, interpretive signs specific to the area, public art, restrooms, fountains, and bike racks, may be provided. To plan proposed trailheads and improve existing ones, the following classification standard was created. Three different classes are proposed based on capaCity, location, trail access, and amenities.
    1. Class 1 Trailheads. Class 1 trailheads are classified as major developed parking hubs for both community and regional trails where heavy use is anticipated. Class 1 trailheads should include, but are not limited to, a minimum of 25 paved parking stalls, direct and safe trail access, restrooms, information kiosks, with maps and educational information, drinking fountains, bike racks, security lighting, public art, and monument signs, as determined at the time of approval, evaluation, and development. Class 1 trailheads should address good circulation patterns, site distances, proper drainage and storm water runoff, and landscaping, as required.

    2. Class 2 Trailheads. Class 2 trailheads are classified as trail parking areas that include less than 25 parking stalls but more than six. Parking surfaces may be improved with road base, gravel, or pavement. Amenities may include, but are not limited to, restrooms, map kiosks, signs, safe and direct trail access, and other items, as determined at the time of approval, evaluation, and development. These trailheads should address good circulation patterns, site distances, and proper drainage and storm water runoff, if necessary.

    3. Class 3 Trailheads. Class 3 trailheads are classified as small, undeveloped, legal trail parking areas that provide six or less parking stalls and accommodates off-street parking. There are typically no trailhead amenities, such as restrooms, bike racks, etc. They do provide direct access to trails and often provide a map kiosk with trail information.

8. **Bridges**. Bridges can be a great attraction for trail users and most likely highlight a scenic vantage point. In Heber City, bridges may be used to span rivers, streams, canals, roadways, and steep topographic features.

Two (2) design types can be used: custom made or a factory built steel truss. Both styles have advantages and disadvantages and some general recommendations have been made here.

A custom bridge will use treated lumber that is resistant to decay for long-term durability. A typical custom bridge span is less than twenty (20) to twenty five feet (25). Longer spans for low bridges can be formed using piers, creating the aesthetically desirable possibility of aligning the bridge on a curve.

Factory built bridges should be used for clear spans over twenty (20) to twenty five feet (25). These bridges can be ordered in any length and width, with several competing manufacturers. Decks can be wooden or concrete and all engineering is done by the manufacturer.

1. General Design Features.

1. Width of bridge should be the equivalent of the trail. This refers to the usable width of the bridge and does not consider construction requirements.
2. Bridge alignments should allow for adequate sight distances and where possible be constructed to avoid the need for users to make sharp turns at either end of the bridge.
3. Railings are required if the decking is farther than thirty inches (30) above the feature being spanned. Railings should be fifty four inches (54) high, with railings spaced not greater than fifteen inches (15) (if drop-offs are hazardous, this is limited to 4 inch spacing).
4. All exposed bolt and screw heads should be countersunk to be flush with the wood surface.
5. Breakaway design features must be used if the bridge is constructed in an area prone to flooding.
6. The design must be structurally sound and approved by a licensed engineer. Design must factor in both live and dead load.
7. Design and materials should fit in with surrounding development.
8. Contact with state of Utah Division of Water Rights, Army Corp of Engineers and Heber City Engineer may be necessary, depending on location.

9. **Fencing**. Fencing should be installed only where physical separation is necessary for safety and/or to preserve adjacent landowner privacy. Fences should not create a narrow corridor effect for long stretches along the trail. Where possible, fencing should be located only on one side of the trail at a time.

   Fences should be no closer than five feet (5') from the trail edge and must also be located within the trail easement. Where fences are necessary along both sides of a trail, the minimum width should be twenty feet (20') as is consistent with the required trail easement.

   Gates are required for trails that cross stock grazing areas. Said gates will be a self-closing lever latch type.

10. **Signing**. The signing standards include three (3) types: informational, regulatory and interpretive. All types should be straightforward and simple to read and understand.
    1. Informational Signs at Trailheads. These signs are primarily located at trailheads or areas where the user may experience a change in the trail experience. These signs should be located in such a way as to not interfere with the trail surface but be accessible to the users.
    2. Interpretive Signs. These signs benefit the users by explaining some feature available on the trail route. The features may include historical, biological, natural resources, or cultural facts about an area. Often these signs are educational and will serve to relay management goals of an area. These must be located in appropriate areas.
    3. Regulatory Signs. The following are some of the signs likely to be needed, along with their identification number and size. Some unusual signs may have to be custom made. These examples are taken from the "Manual on Uniform Traffic Control Devices", December 2000 edition (MUTCD). The MUTCD should be referenced for complete signing standards.
    4. Stop and Yield Warnings.
       1. "Stop" signs are intended for use where bicyclists are required to stop.
       2. "Yield" signs shall be installed on shared use paths at points where bicyclists have an adequate view of conflicting traffic as they approach the sign and where bicyclists are required to yield to the right of way. The visibility of approaching traffic must be adequate to permit the bicyclist to stop or take other measures to avoid that traffic.

3. "Stop Ahead" and "Yield Ahead" signs should be used where an intersection cannot be seen on approach. They may also be used to emphasize the right of way at busy or dangerous intersections.
4. "Driveway Crossing" should be used where a driveway crossing cannot be seen on approach. This sign can also emphasize busy or potentially dangerous driveway crossings.

5. Unexpected or Hazardous Conditions Warnings. These should be used only when necessary to warn of unexpected or potentially hazardous conditions. The signs should be placed to least fifty feet (50') before the hazard.

6. Turn and Curve Warnings. If the trail changes direction unexpectedly and the change is not readily apparent on approach, use appropriate tum or curve signs to warn bicyclists. They should normally be installed no less than fifty feet (50') in advance of the beginning of change of alignment.

Figure 2: Sign Sizes for Shared Use Paths

Sign	MUTCD Code	Minimum Sign Size	
Millimeters	Inches		
Stop	R1-1	450 x 450	18 x 18
Yield	R1-2	600 x 600 x 600	24 x 24 x 24
Bicycle lane	R3-16, 16a, 17, 17a	600 x 750	24 x 30
Movement restriction	R4-1, 2, 3, 7	300 x 450	12 x 18
Begin right turn lane yield to bikes	R4-4	900 x 750	36 x 30
No motor vehicles	R5-3	600 x 600	24 x 24
Bicycle prohibition	R5-6	600 x 600	24 x 24
No parking bike lane	R7-9 9a	300 x 450	12 x 18
Pedestrians prohibited	R9-3a	450 x 450	18 x 18
Bicycle regulatory	R9-5, 6	300 x 450	12 x 18
Shared use path restriction	R9-7	300 x 450	12 x 18
Railroad crossbuck	R15-1	600 x 112	24 x 4.5
Turn and curve warning	W1-1, 2, 3, 4, 6	450 x 450	18 x 18
Arrow warning	W1-6, 7	600 x 300	24 x 12
Intersection warning	W2-1, 2, 3, 4, 5	450 x 450	18 x 18

~~Stop, yield, signal ahead~~	~~W3-1a, 2a, 3~~	~~450 x 450~~	~~18 x 18~~
~~Road narrows~~	~~W5-2a~~	~~450 x 450~~	~~18 x 18~~
~~Bikeway narrows~~	~~W5-4~~	~~450 x 450~~	~~18 x 18~~
~~Hill sign~~	~~W7-5~~	~~450 x 450~~	~~18 x 18~~
~~Bump or dip~~	~~W8-1, 2~~	~~450 x 450~~	~~18 x 18~~
~~Bicycle surface condition~~	~~W8-10~~	~~450 x 450~~	~~18 x 18~~
~~Advance grade crossing~~	~~W10-1~~	~~450 diameter~~	~~18 diameter~~
~~Bicycle crossing~~	~~W11-1~~	~~450 x 450~~	~~18 x 18~~
~~Low clearance~~	~~W12-2~~	~~450 x 450~~	~~18 x 18~~
~~Shared the road plaque~~	~~W16-1~~	~~600 x 750~~	~~24 x 30~~
~~Supplemental bike route plaque~~	~~D1-1~~	~~600 x 150~~	~~24 x 6~~
~~Bicycle parking~~	~~D4-3~~	~~300 x 450~~	~~12 x 18~~
~~Bike route~~	~~D11-1~~	~~600 x 450~~	~~24 x 18~~
~~Bicycle route marker~~	~~M1-8~~	~~300 x 450~~	~~12 x 18~~
~~Bicycle route marker~~	~~M1-9~~	~~450 x 600~~	~~18 x 24~~
~~Supplemental bicycle route guide~~	~~M4-11, 12, 13~~	~~300 x 100~~	~~14 x 4~~
~~Route marker supplemental plaques~~	~~M7-1, 2, 3, 4, 5, 6, 7~~	~~300 x 225~~	~~12 x 9~~

~~7. Sign Construction Features (Sample Bollards and Mile Markers).~~

~~1. Sign Posts: There are many design solutions to signage along a trail; below is one commonly used design. Post location will conform to the standards set forth in the MUTCD section on "Traffic Control Devices for Bicycle Facilities". Signposts will be four by four (4 x 4) pressure treated Douglas fir, embedded into the ground a minimum of twenty four inches (24") unless other materials are specifically approved. Attachment Systems: Signs should be attached to wood posts with three-eighths inch (3/8") diameter galvanized carriage bolts in a minimum of two (2) locations per post.~~

~~2. Sign Bollards: These should be located at all trail access points. Posts should be constructed of Redwood or pressure treated Douglas fir. The individual symbols~~

are three inches (3") square reflective decals that can be ordered from Carsonite International. They should be mounted on heavy gauge aluminum plate routed into the post a minimum of two inches (2") and epoxied into place.

11. **Crossings and Roadway Interface**. Heber City and the Heber Valley are dissected by US-189 and US-40, regional highways which connect the County to the Wasatch Front and the Uintah Basin. These highways carry a significant volume of semi-trucks, which makes crossing these roads a challenge. To improve trail connectivity between communities within the valley, three types of crossings, at-grade, elevated, or underpass, will need to be considered for each location (see Figure 3). Construction type will be based on the average daily trips (ADT) projected at build out.
    1. At-Grade Crossings. Of the three crossing options, building an at-grade crossing may be the least expensive. Several multi-use trails in the urban area of the Wasatch Front cross major collectors that carry high volumes of traffic. These crossings may be a cost effective solution since they can be used at signalized intersections within downtown Heber City where speeds are lower.

    2. Trail Overpasses. When trails need to cross higher speed roadways, grade separation is required for safety. A trail bride over US-189 or on US-40 north or south of the Heber City limits would be recommended as it will allow for trail users to cross safely. Trail bridges can be expensive (typically exceeding $1 million) as additional property is needed to build the ramps and meet height requirements.

    3. Trail Underpasses. Building a tunnel or underpass is another solution to safely separate trails from high volume/high speed roadways. Depending on the number of underground utilities, the level of groundwater in the area, and soil types, an underpass can be a cost effective solution for the proposed trail crossing on US-40 and US-189. These underpasses will require lighting for safety.
    Figure 3: Pros and cons table for trail crossings

Crossing Type	Pros	Cons
	Low Cost	Traffic Disruption
At-Grade Crossing	Low Visual Impact	Pedestrian Safety
	No Grade Change	
	Pedestrian Safety	Cost
Pedestrian Overpass	Potential Land Mark	Large Footprint
	Unique Feature	High Visual Impact
	Small Footprint	Cost
Pedestrian Underpass	Low Visual Impact	Potential for Flooding
	Safety	-

17.18.32 Lot Design Standards

17.18.32.010 Building Sites
17.18.32.020 Lot Sizes
17.18.32.030 Lots Must Abut On Public Streets

~~17.~~18.32.040 Corner Lots
~~17.~~18.32.050 Parts Of Lots
~~17.~~18.32.060 Divided Lots

~~17.~~18.32.010 Building Sites

The lot arrangement, design and shape shall be such that lots will provide a ~~compact body~~ suitable area of land for buildings and be properly related to topography and conform to requirements set forth in this title. Lots shall not contain peculiarly shaped elongations, solely to provide necessary square footage, which would be unusable for normal purposes.

~~17.~~18.32.020 Lot Sizes

All lots shown on the subdivision plat must conform to the minimum requirements of Title 18 of this code for the zone in which the subdivision is located.~~, except when approved by the Planning Commission and City Council as a large scale development.~~

~~17.~~18.32.030 Lots Must Abut On Public Streets

Each lot shall abut on a street dedicated by the subdivision plat or an existing publicly dedicated street ~~which if sixty feet wide, or more,~~ except when private streets are approved by the Planning Commission ~~and City Council as a large scale development~~. ~~Interior lots having frontage on two streets shall be prohibited, except where topographic conditions make such design desirable.~~ Flag lots are exempt from this requirement.

~~17.~~18.32.040 Corner Lots

Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.

~~17.~~18.32.050 Parts Of Lots

All remnants of lots below minimum size, left over after subdividing a larger tract, must be attached to adjacent lots, rather than be allowed to remain as ~~usable~~ parcels that may be non-conforming or inherently unusable.

~~17.~~18.32.060 Divided Lots

Where the land contained within one lot is divided into two or more parcels in separate ownership, the land in each lot so divided shall be transferred by deed to single ownership before approval of the final plat, and such transfer recorded in the county recorder's office before being certified to the Planning Department ~~Commission~~ by the subdivider. ~~Thereafter, no lot in the subdivision shall be partitioned.~~

~~**17.34 Sensitive Lands Regulations**~~

~~17.34.010 Sensitive Lands~~

~~17.34.010 Sensitive Lands~~

1. ~~**Development Prohibited**. New subdivisions and new development shall avoid the following areas:~~

1. Natural slopes over thirty percent (30%) grade; each lot must have a contiguous building area that is a minimum of five thousand (5,000) square feet at or below thirty percent (30%) natural grade;
2. Avalanche tracks;
3. Fault lines, scarps, landslides, rock-fall and mudflow areas; and
4. Stream beds, canals, ditches, flood channels, areas of springs, seeps and surface water.

2. **Development Discouraged**. The following hazard areas should be avoided by new subdivisions and new development and developer shall provide mitigation for such hazards when they apply. The City may require a notice of such hazard and required mitigation to future property owners in a development agreement, subdivision plat or other device.
    1. Alluvial-fan-flood debris flow, collapsible soils, and shrink-swell soils. Mitigation techniques shall follow the advisement of a qualified Geotechnical Engineer.
    2. Shallow ground-water. Mitigation techniques should include the installation of a foundation drain and sump pump, prohibition of basements, or the advisement of a qualified Geotechnical Engineer.
    3. 100 year flood zones. Mitigation techniques shall follow the procedures of Chapter 18.109 Flood Damage Prevention Ordinance.
    4. Culinary Water Source Protection. Mitigation techniques shall follow the advisement of the source delineation report, current engineering practice, and/or applicable state statutes.

17.36 Large-Scale Development

17.36.010 Compliance With Zoning Provisions
17.36.020 Costs And Charges

17.36.010 Compliance With Zoning Provisions

Where a subdivision is in the form of a large-scale development, all plans and development in connection therewith shall be made to comply with the requirements for large-scale developments as set forth in Title 18 of this code. Wherever conflict occurs between the regulations contained in this title and the regulations contained in Title 18 of this code the most restrictive regulation shall govern.

17.36.020 Costs And Charges

When a subdivision is in the form of a large-scale development all costs and charges in connection therewith shall be the responsibility of the subdivider and shall be made to comply with the requirements for large-scale developments as set forth in Title 18 of this code.

17.38 Commercial Developments

17.38.010 Submission And Approval Process
17.38.020 Compliance With Zoning Provisions
17.38.030 Improvements
17.38.040 Landscape Requirements
17.38.050 Design Requirements
17.38.060 Additional And Special Requirements And Incentives
17.38.070 Platting Requirements
17.38.080 Supplementary Requirements
17.38.090 Guarantees Of Performance
17.38.100 Costs And Charges

~~17.38.010 Submission And Approval Process~~

~~All applications for commercial development approval are required to follow the submission, review, and approval process found in Chapter 17.16 and Chapter 17.20 herein, even in the circumstance where no subdivision is created by the development proposal, except that commercial projects are not required to submit a Preliminary Plan. Commercial Development shall mean any nonresidential development building greater than 1,000 total square feet, including but not limited to public, commercial, industrial and non-profit organization buildings or facilities. Exception: public buildings under 1,000 square feet are exempt. Each commercial project will be required to submit a Concept Plan and a Final Plat. This requirement is intended to provide adequate project review in a manner consistent with other Heber City review processes.~~

~~The Concept Plan for a commercial development should include sufficient information about the project to allow the Planning Commission to complete a thorough review of the proposed project. Because the nature of each commercial project is different, consultation with planning staff will help each applicant to prepare the Concept Plan. If properly completed, the Concept Plan may be used as the Final Plat for a commercial project.~~

~~Exception to this Subdivision Ordinance for commercial development are limited to the following:~~

1. ~~More than one structure may be placed on a commercial parcel if the setback and all other requirements are satisfied.~~
2. ~~The owner of commercial property does not need to provide a name for the commercial development.~~
3. ~~Other requirements, which can be clearly demonstrated by the applicant, which are not applicable to commercial development.~~
   ~~In addition to the requirements listed above, all commercial developments within Heber City are subject to Chapter 17.14 Adequate Public Facilities, herein.~~
   ~~Each commercial development shall satisfy all applicable requirements of this Subdivision Ordinance, also known as Title 17 of the Heber City Code, and the Heber City Zoning Ordinance, also known as Title 18 of the Heber City Code.~~
   ~~As with all Ordinances of Heber City, if this Chapter is found to be in conflict with any other Heber City Ordinance or Resolution, the stricter of the two shall apply. Likewise, if any portion of this Chapter is found to be unlawful or invalid by a court of law, that section alone shall be removed and the remaining sections of this Chapter shall remain in effect.~~
4. ~~Commercial Concept Approval becomes null and void if not acted upon within six (6) months of its approval, and Commercial Final Approval becomes null and void if not acted upon within one year of its approval. Either Concept or Final Approvals may receive one extension upon written permission by the Planning Commission. The duration of the extension for Concept Approval shall not exceed six (6) months. The duration of the extension for Final Approval shall not exceed twelve (12) months.~~

~~17.38.020 Compliance With Zoning Provisions~~

~~All applications for commercial development are required to satisfy the applicable requirements found in the Heber City Zoning Ordinance, also known as Title 18 of the Heber City Code. Of particular note for commercial developments are Chapter 18.72, Off-Street Parking, Chapter 18.76, Landscaping, and Chapter 18.104, Signs.~~

~~17.38.030 Improvements~~

Improvements required for commercial developments shall be consistent with Chapter 17.40 herein. In addition to these requirements, all applications for commercial development will be required to submit all necessary information to determine the effect that approval of the project will have upon the transportation system of Heber City and what actions the City will need to impose, if any, in order to create, or maintain, a safe and efficient transportation system.

17.38.040 Landscape Requirements

Each application for commercial development approval shall satisfy the requirements found in Chapter 18.76 of the Zoning Ordinance, also known as Title 18 of the Heber City Code, and the following requirements.

All setback areas adjacent to a public street shall be fully landscaped and properly maintained. Trees shall be planted at no less than twenty (20) feet on center, on average, and shall have no less than a two (2) inch caliper, except that no trees shall be planted within forty-five (45) feet of an intersection clear view area. Trees may be planted in clusters to create a more natural and/or screening effect, if appropriate.

All ground areas shall contain grass, or another ground cover acceptable to the Planning Commission, and shall be irrigated sufficiently. Shrubs, flower beds, decorative rocks, and other appropriate landscaping is highly encouraged.

All landscaped areas shall be maintained using a sprinkling and/or irrigation system which is capable of being engaged automatically on a regular basis. Each applicant for commercial development shall submit a complete and detailed landscaping plan for review by the Planning Commission concurrently with submission of other documents for review by the Planning Commission.

All landscaped areas shall be maintained on a regular basis and be kept neat and clean. If the Zoning Administrator determines the maintenance requirement has not been satisfied, the Zoning Administrator shall notify the property owner. The Zoning Administrator will detail the lack of maintenance and inform the owner that a continued lack of maintenance will warrant issuance of a Class C misdemeanor charge against the property owner under the authority of the Utah Code §10-9-1003 and Chapter 17.68 herein.

17.38.050 Design Requirements

In addition to the requirements of the Heber City Subdivision and Zoning Ordinances, the following design requirements shall apply to each commercial development approved under this Chapter.

1. TRASH STORAGE. No trash, used materials, or wrecked or abandoned vehicles or equipment shall be stored in an open area.
2. TRASH COLLECTION AREAS. All trash collection areas shall be designed to be compatible with the proposed project.
3. LIMITED ACCESS. Generally speaking, commercial zones in Heber City are located in areas with a higher potential for traffic congestion. Therefore, access to commercial developments shall be limited to the extent possible in order to maintain traffic flow. Access should be addressed in an appropriate manner in accordance with section 17.38.030 herein.
4. COMPATIBILITY. The Planning Commission may make recommendations to the applicant in order to improve compatibility with surrounding development. This requirement is intended to

ensure future compatibility with the subject proposal as well, and should be viewed in that manner by each applicant. If changes to the anticipated structure are made, these changes should be submitted to the Zoning Administrator at the earliest possible date. The Zoning Administrator will determine whether the changes need to be reviewed by the Planning Commission.

5. ADOPTION OF DESIGN CRITERIA. The March 2006 Heber City Design Compatibility Criteria for Commercial Development in the "Historic" Commercial C-3 Zone, attached as Exhibit A, is adopted herein by reference. Copies of the Heber City Design Criteria shall be on file in the City Recorder's Office for the use and examination of the public.
    1. APPLICABILITY. General. Where, in any specific case, differences between the Heber City Design Compatibility Criteria for the C-3 Zone and the adopted Building Codes specify different materials, methods of construction or other requirements, the specific requirements of the Building Code shall be applicable.
6. ADOPTION OF DESIGN CRITERIA. The November, 2006, Heber City Commercial Districts: C-2 and C-4 Zones Design Standards and Guidelines, attached as Exhibit A, is adopted herein by reference. Copies of the Heber City C-2 and C-4 Design Standards and Guidelines shall be on file in the City Recorder's Office for the use and examination of the public.
    1. APPLICABILITY. Where, in any specific case, differences between the Heber City C-2 and C-4 Zone Design Standards and Guidelines and the adopted Building Codes specify different materials, methods of construction or other requirements, the specific requirements of the Building Code shall be applicable.

17.38.060 Additional And Special Requirements And Incentives

The following requirements are supplemental to the other requirements of this Chapter and are intended to address more specific commercial development concerns.

1. INGRESS and EGRESS. Each commercial development is required to incorporate two points of ingress and egress to the proposed development. The ingress and egress shall be consistent to Chapter 17.24.130 herein. In addition to Chapter 17.24.130, no point of ingress and/or egress shall be located closer than one hundred (100) feet from another point of ingress and/or egress along the same public street. This requirement may be waived by the Planning Commission if necessary and appropriate.
2. STORAGE and WAREHOUSE DEVELOPMENTS. All storage doors, entrances into storage and warehousing areas, and parking in storage and warehouse developments shall be internally located and not located on a public street. Internal streets should be constructed at a width sufficient to allow movement of all anticipated vehicles, including fire and other emergency vehicles. Each development of this type shall be reviewed by the Heber City Fire Marshall and must meet this requirement, as evidenced by a letter from the Fire Marshall. It is the responsibility of the applicant to demonstrate that adequate traffic flow can be accomplished.

    Heber City acknowledges the need for adequate security in these types of developments. However, provisions should be made which allow authorized access for public safety employees into these developments for public and personal safety. This includes access to entrance codes, electronic opening devices, lock combinations, and the like.

    All storage and warehouse developments shall be fenced in a manner which will provide adequate security and a deterrent from public access. These fences should be kept in good repair. Fencing other than chain link which is similar in design to other structures within the development is highly desirable. The rear sides of buildings which provide adequate security may satisfy this requirement.

3. DENSITY INCENTIVES. Storage and warehouse developments which provide design features that enhance the aesthetic appearance of the project are entitled to consideration of an increase in the density of the project. Density incentives shall be as follows:
    1. Developments which provide fencing that is not chain link and use materials compatible with the materials and colors used in the construction of the structures within the development, or are constructed from wood or other attractive material, as determined by the Planning Commission, are entitled to a ten (10) percent increase in total project density. The rear sides of buildings which provide adequate security may be used for this purpose.
    2. Developments which provide multi-pitched roof lines through the use of dormers and gables, or the like, whether real or false facade shall be entitled to a ten (10) percent increase in total project density. In order to qualify for a density bonus under this paragraph, the structure must contain a break in pitch, which is roughly perpendicular to the roof line, at intervals of not more than forty (40) lineal feet of vertical roof line.
    3. Developments which use natural materials and colors such as brick (not intended to be defined as cinder block), wood siding, stucco, or other attractive materials as found acceptable to the Planning Commission in the construction of all structure(s) in the commercial development which face onto public streets shall be entitled to a ten (10) percent increase in total project density. These incentives are provided in order to encourage a higher standard of development. If the Planning Commission determines that a project is not enhanced positively through the efforts of a developer to obtain a density incentive, the Planning Commission may reduce the percentage, or deny the increase in total project density.

    Each of the incentives are exclusive of the other. Therefore, an applicant my receive a total of thirty (30) percent increased project density.

17.38.070 Platting Requirements

All commercial developments must prepare a final plat in accordance with Chapter 17.44 herein. In addition to the requirements of Chapter 17.44, commercial developments shall include with the plat the approved landscaping plan, and traffic information in accordance with Chapter 17.38.030 herein shall be submitted in a form capable of being recorded in the office of the Wasatch County Recorder.

In the case of storage and warehouse developments, if a density incentive was approved, information pertaining to the incentive and all conditions relating thereto shall also be submitted in a form capable of being recorded in the office of the Wasatch County Recorder.

17.38.080 Supplementary Requirements

Each of the following requirements are supplementary to this part. They constitute requirements for Chapter 17.38 only and are adopted under Chapter 17.06 of this Title. Each of these supplementary requirements must be satisfied prior to approval of an application for commercial development.

1. LAYOUT OF BUILDINGS. Unlike other developments approved under this Title, commercial developments may have more than one main structure per parcel. In such cases the applicant shall provide a project master plan to the Planning Commission indicating the location and size of each proposed structure. Additionally, the project master plan shall indicate accessory buildings, if any. Each structure in the commercial development is required to satisfy the building permit requirements of Title 18.12.

2. SETBACKS. Setback requirements in commercial zones may be flexible, but must be approved by the Planning Commission. The Planning Commission shall consider impacts on adjacent parcels, traffic, pedestrian access, landscaping and other relevant issues when recommending setback requirements.
3. SURFACE WATER DRAINAGE. Surface water from roof tops, parking lots or irrigation ditches shall not be allowed to drain onto adjacent lots or streets except after written agreement between the parties involved.
4. FUTURE DEVELOPMENT. Whenever a front or side yard is required for a building which abuts on a proposed street which has not been constructed but which has been designated by the Planning Commission as a future street, the depth of such front or side yard shall be measured from the planned street lines.
5. CONCESSIONS. Concessions, including but not limited to amusement devices, recreational buildings or refreshment stands, shall be required to obtain approval from the Planning Commission and purchase a business license prior to operating such a business on any commercial site. Such operations may be denied by the Planning Commission if deemed inappropriate due to location, hazard, appearance, etc.
6. SOLID WASTE AND SEWAGE. Each commercial development shall be reviewed by the Solid Waste Department for recommenced solid waste disposal. Where domestic sewage disposal facilities are used which are not connected to a public sewer, approval of such facilities shall be obtained from the Health Department before a building permit is issued.
7. GASOLINE PUMP ISLAND LOCATION. Gasoline pump islands shall be set back not less than fifteen (15) feet from any street line to which the pump island is parallel and not less than twelve (12) feet from any residential zone boundary line. If the pump island is set in an angle to the property, it shall be so located that automobiles stopped for service will not extend over the property line. In no case shall pumps set closer than twelve (12) feet from any street lines, not closer than ten (10) feet from any side or rear property line. Lots from which gasoline is dispensed to customers at retail shall be not less than seventy-five (75) by one hundred (100) feet in size. Canopies over pump islands may extend to within five (5) feet of the property lines.
8. MOTOR VEHICLE ACCESS. Access to all buildings in a commercial project shall be controlled as follows:
    1. Each driveway shall be not more than thirty (30) feet in width in any commercial or industrial zone measured at right angles to centerline of the driveway. On corner lots, no driveway shall be closer than fifty (50) feet to the point of intersection of the front property line which abuts upon a street.
    2. Each commercial development shall install curb and gutter to facilitate surface drainage.
9. POLLUTION PREVENTION. Any use which emits or discharges gases, fumes, dust, glare, noise, or other pollutants into the atmosphere in amounts which exceed the standards as prescribed by the Utah State Air Conservation Board or the Board of Health and any use which emits or discharges liquids or solid material onto the soil or water in amounts which results in pollutants entering ground water in amounts exceeding the standards prescribed by the Utah State Water Pollution Control Board or the Board of Health, shall be prohibited.
10. Each commercial development shall present a plan for public utilities and services. These plans may be reviewed by utility providers for recommendations.
11. Each commercial development shall satisfy the parking requirements found in Title 18.72 for the appropriate zone.
12. Each commercial development shall satisfy all applicable requirements of both the Subdivision (Title 17) and Zoning (Title 18) Ordinance of Heber City.

17.38.090 Guarantees Of Performance

All commercial projects are subject to the guarantees of performance requirements listed in Chapter 17.52 herein.

~~17.38.100 Costs And Charges~~

~~All commercial projects are subject to the fee schedule listed in Chapter 17.56 herein. However, review fees under section 17.56.015 for commercial projects shall be as follows: Concept Plat $75; Final Plat $75 + $25 per acre. In addition, the developer shall pay for all engineering review fees and upon final plat approval an inspection fee shall be escrowed with the City or added to the Standard performance bond to insure the payment of the cost of inspection.~~

~~All other costs, fees, and charges shall be consistent with Chapter 17.52 herein.~~

~~17.~~18.40 Improvements

~~17.~~18.40.010 Requirements

~~17.~~18.40.010 Requirements

The following improvements, designed according to the adopted Heber City Standard~~s and~~ Specifications and Drawings, shall be installed in all subdivisions. A subdivider may post a bond or other assurance satisfactory to the ~~City Council.~~ City Engineer. The purpose of the bond or other assurance is to ensure installation of the required improvements within two years from the date of approval without cost to the City. The improvements shall include:

1. Drinking Water, Pressurized Irrigation, Sewer, Storm Drain, Solid Waste:
    1. A potable water supply in amounts and manner as required under Section 17.28.030 of this chapter in accordance with the State Board of Health Standards;
    2. The installation of Drinking W~~w~~ater ~~and sewer~~ mains and Drinking W~~w~~ater ~~and sewer~~ laterals to each lot property line~~; shall be required in accordance with City standards as directed by the Planning Commission;~~
    3. Sewer mains, and sewer laterals to each lot property line;
    4. ~~The installation of~~ Fire hydrants ~~in accordance with City standards~~ and locations as directed by the ~~City~~ Fire Marshal ~~and Planning Commission~~;
    5. Solid waste disposal facilities ~~shall be provided in accordance with City standards.~~
    6. Storm drain system
    7. ~~Secondary~~ Ppressurized irrigation system~~. in accordance with City standards as directed by the Planning Commission.~~
2. Streets:
    1. The grading and graveling of all streets and the installation of all required culverts~~. in accordance with City standards as directed by the Planning Commission~~;
    2. The hard-surfacing of all streets~~. in accordance with City standards as directed by the Planning Commission;~~
    3. Curbs and gutters and sidewalks~~. in accordance with City standards.~~
3. Public Utilities. Electric, cable/internet ~~television~~, natural gas, and telephone lines shall be installed~~. as directed by the Planning Commission.~~ These utilities shall be located underground ~~except when the subdivider can show the Planning Commission that underground lines are not feasible.~~
4. Survey Monuments. ~~The installation of survey monuments in accordance with City standards as directed by the Planning Commission.~~
5. Sensitive lands and environmental hazards shall be addressed as per Chapter 18.67. ~~Environmental hazards must be eliminated as required by the Planning Commission as follows:~~
    ~~1. Cut and fill slopes must be covered with topsoil and reseeded;~~
    ~~2. Location of streets and buildings on unstable soil shall be prohibited;~~

3. ~~Surface water shall be confined to the subdivision or shall be drained into natural channels in a manner that will prevent the soil within and outside of the subdivision from eroding;~~
4. ~~Natural drainage channels shall be adequately taken into account in laying out the subdivision;~~
5. ~~Other environmental hazards must also be eliminated or adequately handled as directed by the Planning Commission.~~

~~6.~~ Street lighting. ~~shall be installed as per City standards as directed by the Planning Commission.~~

~~17.~~18.44 Platting Requirements

~~17.~~18.40.010 Preparation
~~17.~~18.40.020 Material
~~17.~~18.40.030 Content
~~17.~~18.40.010 Preparation

~~17.~~18.40.010 Preparation

A final plat shall be prepared for all subdivisions ~~except as noted in Section 17.12.010 of this chapter.~~

~~17.~~18.40.020 Material

The plat shall be drawn, as per the Standard Plat requirements, ~~shown~~ on mylar ~~or linen~~ material and shall conform to City standards. ~~as directed by the Planning Commission.~~ In addition, an electronic GIS Final Plate and plans submittal is required. Details and workmanship shall be neat, clean ~~cut~~ and legible. ~~readable~~.

~~17.18.40.030 Content~~

~~Final plat shall be as required in the adopted Heber City Standards and Specifications and Drawings. Section 17.20.030 of this title.~~

~~17.~~18.48 General Subdivision Requirements

~~17~~18.48.010 School Sites -- Public Spaces
~~17.~~18.48.020 Private Roads And Driveways -- Construction And Maintenance
~~17.~~18.48.030 Water Supply And Storage
~~17.~~18.48.040 Small Subdivisions
~~17.~~18.48.050 Work To Be Done By Engineer Or Surveyor
~~17.48.060 Continuity Of Dead-End Streets~~
~~17.48.070 Protection Of Scenic Features~~
~~17.48.080 Repealed~~

~~17.~~18.48.010 School Sites -- Public Spaces

In subdividing property, consideration should be given to sites for schools, parks, playgrounds, and other areas for public use, as shown ~~comprehensive plan.~~ on the General Plan and the Parks and Trails Master Plan. Any provision for such open spaces shall be indicated on the preliminary ~~plan~~ plat in order that it may be determined in what manner such areas will be dedicated to or acquired by the appropriate agency.

~~17.~~18.48.020 Private Roads And Driveways -- Construction And Maintenance

1. The City shall not open, grade, pave, or perform any maintenance work on any private or undedicated street or alley, and the City shall refrain from laying utility lines in any street which has not:
    1. Been accepted by the City as a public street or alley; or
    2. Which has not received the approval of the City ~~Council as part of a final plat~~ of a subdivision, unless an easement is granted therefor.
2. The City shall not accept nor maintain a street or other public way unless said street has been accepted by the City ~~Council~~ as a public street and the street has been constructed in accordance with City standards.

~~17.~~18.48.030 Water Supply And Storage

All lots within the subdivision shall be served by an approved central water system consisting of both a drinking water system and a ~~secondary~~ pressurized irrigation system, that meets the adopted Heber City Standard ~~and~~ Specifications and Drawings. The subdivider shall submit proof that the proposed ~~culinary~~ drinking water source and distribution system meet Level of Service Standards as per the most recent Master Plan and/or the Impact Fee Facilities Plan (IFFP)~~are capable of providing at least four hundred gallons per dwelling unit per day~~ for indoor uses plus the amount of water required to provide fire protection as per City standards. Where water is to be used for lawn sprinkling and other outside uses, the subdivider shall submit proof the proposed ~~secondary~~pressurized irrigation water source and distribution system ~~at least four hundred gallons per dwelling unit per day, but not less the amount required to adequately irrigate all lands to be landscaped within the development, as determined by the City engineer.~~ are capable of providing irrigation water according to State Standards from the Division of Drinking Water.

~~17.~~18.48.040 Small Subdivisions

1. Whenever a small subdivision with ten or less lots, meeting the conditions as set forth in Section ~~17~~.18.12.010 of this chapter is proposed, a preliminary ~~plan~~ plat conforming to the requirements for preliminary ~~plans~~ plats as set forth in Section ~~17~~18.20.020 shall be prepared and submitted ~~to the Planning Commission~~ for approval. ~~at least 28 (twenty-eight)~~ days ~~prior to the Planning Commission meeting.~~ Before preparing and submitting the plans, the applicant ~~shall~~ is encouraged to meet with the Planning and Engineering departments to determine if any of the requirements set forth in ~~17~~.18.20.020 are not necessary ~~to be submitted to the Planning Commission in order for it to make an educated decision~~. Staff will base its determination on the site conditions as well as surrounding conditions.
2. ~~2.~~ Before ~~the Planning Commission~~ the Planning Director shall approve any such small subdivision ~~plan,~~ all improvements required under Section ~~17~~.18.40.010 shall have been installed or assurances given to the City that the improvements will be installed without cost to the City as set forth in Chapter ~~17~~.18.52.
   Exception: The applicant may petition ~~for and the Planning Commission may, upon recommendation from~~ the Planning and Engineering Departments to delay the installation of curb, gutter, and sidewalk in areas where such improvements are lacking and distant. If approved, the eventual installation shall be assured by a formal delay agreement, recorded at the County or a recorded deed restriction. ~~waive any of the required improvements in 17.40.010 excluding 17.40.010 A1 (Potable Water), A2 (water and sewer mains and laterals), A3 (fire hydrants), B2 (hard-surfacing of streets) and C (utilities--except the Cable Television requirement may be waived). In determining whether or not to waive said requirements, consideration shall be given to conditions on site, conditions surrounding the site,~~

~~the availability of improvements in the area, the practicality of constructing said improvements, the respective capital improvements plans for each improvement, and whether or not the waiver(s) substantially affect the General Plan of the City. A financial hardship shall not be considered by the Planning Commission as reason to grant a waiver.~~

~~3.~~ The Planning Director, or its designee, serves as the Land Use Authority approving Small Subdivisions ~~(aka Lot Splits)~~, with appeals going to the Appeal Authority. ~~Board of Adjustment. In the case of Small Subdivisions where a request is made for the waiver of improvements as per Subsection B above, the City Engineer shall serve as the Land Use Authority, with administrative appeals going to the Board of Adjustment and policy making appeals going to the District Court.~~

~~17.~~18.48.050 Work To Be Done By Engineer Or Surveyor

All engineering work or surveying of property must be done by or under direction of a ~~registered~~ Utah licensed professional engineer or professional land surveyor registered in the state.

~~17.48.060 Continuity Of Dead-End Streets~~

~~Whenever a proposed subdivision has a street which terminates against private property of an individual, other than the subdivider, a strip of land at least one foot wide across the entire end of the subdivider's proposed street and on the subdivider's property, must be platted as a lot, and said lot shall be deeded to the City as a lot in the proposed subdivision for future street purposes.~~

~~17.48.070 Protection Of Scenic Features~~

~~Where natural or scenic features and/or historic community assets exist, such features or community assets shall be safeguarded by dedication to a public or private agency.~~

~~17.48.080 Repealed~~

~~17.~~18.52 Guarantee Of Performance

~~17.~~18. 52.010 Type And Amount
~~17.~~18.52.020 Duration
~~17.~~18.52.030 Default
~~17.~~18.52.040 Final Inspection And Release

~~17.~~18.52.010 Type And Amount

The ~~type of~~ guarantee shall be in the form of an ~~escrow account~~, cash bond, ~~performance~~ surety bond, or other assurance equal to the cost of the required improvements, ~~plus ten percent~~ as determined by the City Engineer and as defined in the adopted Heber City Standard ~~and~~ Specifications and Drawings ~~by the Planning Commission~~ plus the estimated cost of inspection services. The subdivider shall furnish an estimate of the cost of constructing the required improvements. Said estimate shall be prepared by an engineer registered to practice in the state ~~and approved by the Planning Commission~~. See Section 17.56.015 for the manner in which estimated inspection fees will be set. The subdivider shall enter into a bond agreement with the City for public infrastructure. All development projects are subject to the guarantees of performance requirements.

~~17.~~18.52.020 Duration

1. The duration of the assurance required in ~~17~~18.52.010 shall be for two years or as defined in the adopted Heber City Standard ~~and~~ Specifications and Drawings from the date of approval of the final plat of the subdivision ~~by the City Council.~~
2. An extension of time may be granted by the City Engineer or Public Works Director ~~City Council~~ upon application by the subdivider, provided such application is submitted at least sixty days prior to the expiration of the bond, and provided the issuer of the bond is willing to extend the time of the assurance.

~~17.~~18.52.030 Default

In the event the subdivider becomes in default or fails or neglects to satisfactorily install the required improvements within two years from the date of approval of the final plat by the City ~~Council~~ or to pay all liens in connection therewith the City Council shall declare the bond or other assurance forfeited and the City may install or cause the required improvements to be installed, using the proceeds from the sale of the bonds or other assurance to defray the expense thereof. The subdivider will remain financially responsible for any deficiency.

~~17.~~18.52.040 Final Inspection And Release

The subdivider shall be responsible for the quality of all materials and workmanship. At the completion of the work or not less than ten days prior to the release date of the bond, the ~~Planning Commission or authorized representative~~ City Engineer or designee shall make a preliminary inspection of the improvements ~~and shall submit a report to the City Council setting forth the conditions of such facilities~~. If all liens are paid, and other conditions thereof are found to be satisfactory, the City Engineer ~~City Council~~ shall release the bond upon the subdivider providing a separate maintenance bond; otherwise, the performance bond will be released one year thereafter if no quality defects exist, as per the conditions set in the bond agreement. If the condition of materials or workmanship show unusual depreciation or do not comply with the standards of the City, or if any outstanding liens are not paid, the City Council will declare the subdivider in default.

~~17.~~18.56 Costs And Charges

~~17.~~18.56.010 ~~Schedule~~ Required improvements and processing costs and charges
~~17.56.015 Fee Schedule For Proposed Developments~~

~~17.~~18.56.010 ~~Schedule~~ Required improvements and processing costs and charges

See the Adopted Heber City Fee schedule for costs. ~~Costs and c~~Charges in connection with the planning, processing, and development of subdivisions in the City shall be shared between the subdivider and the City according to the following schedule:

Plan or Facility	Subdivider	City
Concept Plan for Sensitive Lands and non-residential projects	100%	0%
Preliminary Plan	100%	0%
Final Plat Plans	100%	0%

Easements and rights-of-way, on-site and off-site	100%	0%
Grading and draining streets on-site	100%	0%
Grading and draining streets off-site	Special negotiations with City Council	
Bridges and culverts	100%	0%
Street paving on-site	100%	0%
Street paving off-site	Special negotiations with City Council	
Curb and gutter and curb cuts	100%	0%
Sidewalks	100%	0%
Street signs	100%	0%
Water Storage	0% if existing tanks can serve development; Special negotiations with the City Council if not	
Water Supply	100%	0%
Water shared to supply the amount of water required in Section 17.48.030	100%	0%
Water mains and laterals up to and including 10" diameter	100%	0%
Sewer mains and laterals up to and including 10" diameter	100%	0%
Oversize Water and sewer mains	Special negotiation with the City Council	
Street lighting maintenance and electricity expenses	0%	100%
Electric utilities	100%	0%
Parks	100%	0%
Monuments	100%	0%
Canal and flood channel protection	Special negotiations with the City Council	
Elimination of environmental hazards	100%	0%

~~17.56.015 Fee Schedule For Proposed Developments~~

Where infrastructure installation requires significant system-wide oversized improvements beyond those necessitated by the development, reimbursement agreements shall be considered as per State Law.

~~17.56.015 Fee Schedule For Proposed Developments~~

~~The Planning Commission shall charge a fee to cover the costs of platting proposed annexations, subdivisions, planned unit developments, manufactured home parks, and recreational vehicle parks in Heber City.~~

~~1. The fees charged shall be as follows:~~
~~1. Subdivisions: Concept plat $250; Preliminary plat $200 + $25 per lot; Final plat $200 + $25 per lot. In addition, the developer shall pay for all engineering review fees and upon final plat approval an inspection fee shall be escrowed with the City or added to the standard performance bond to insure the payment of the cost of inspection. The preliminary inspection fee or fund shall be set at the rate of 5.0% for the first two hundred thousand dollars, plus 2.0% for additional cost up to one million dollars, and 1% thereafter, of the engineers estimate of the construction costs (this fee is in addition to any required building permit fees).~~
~~2. Manufactured Home Parks: Preliminary plat $200 + $10 per lot; Final plat - $200 + $10 per lot. In addition, the developer shall pay for all engineering review fees and upon final plat approval the estimated inspection fee shall be escrowed with the City or added to the performance bond. The deposit or bond to cover the cost of inspection services shall be calculated as follows: 5.0% for the first two hundred thousand dollars, plus 2.0% for additional cost up to one million dollars, and 1% thereafter, of the engineers estimate of the construction costs (this fee is in addition to any required building permit fees).~~
~~3. Recreational Vehicle Parks: Preliminary plat $100 + $5 per pad; Final plat $100 + $5 per pad. In addition, the developer shall pay for all engineering review fees and upon final plat approval an inspection fee shall be escrowed with the City or added to the standard performance bond to insure the payment of the cost of the engineering inspection services. The preliminary inspection fund or fee shall be: 5.0% for the first two hundred thousand dollars, plus 2.0% for additional cost up to one million dollars, and 1% thereafter, of the engineers estimate of the construction costs (this fee is in addition to any required building permit fees).~~
~~2. In addition to the above fees, the developer shall pay for all engineering review fees, on-site inspection fees, and all costs related to preparation and filing of mylar.~~
~~3. The above fees are estimates of the average costs involved in preparing, reviewing and inspecting a proposed development. If costs for plan review, studies, inspection, or other costs exceed the above fee, the developer is responsible for the additional costs. Thus, any surplus shall be refunded to developer and the developer shall be responsible for any deficiency. The filing of an application shall constitute consent to pay said inspection fees.~~
~~4. Fees paid pursuant to this section are non-refundable except for any unused portion of deposited inspection fee.~~

~~17.60 Variances~~

~~17.60.010 Criteria For Approval~~

~~17.60.010 Criteria For Approval~~

~~Where, because of topographical or other extreme physical conditions peculiar to the site, the strict adherence to the requirements contained in this title or adopted pursuant to this title would cause unnecessary hardship, the Planning Commission may recommend and the City Council may grant a variance from said requirements. Any variance shall be authorized by the City Council only after receiving the recommendation of the Planning Commission and upon the finding that such variance is justified and can be made without destroying the intent of these provisions. Variances granted under this section shall be limited to issues of design and layout only. No variance shall be authorized which would constitute a waiver of the improvement requirements for streets, water supply and facilities, sewage disposal, and solid wastes disposal.~~

~~17.~~18.64 Amendments

~~17.~~1864.010 Criteria For Approval

~~17.~~18.64.010 Criteria For Approval

Before approving a preliminary plat for development greater than 10 lots ~~for a final plat~~ of a subdivision, the Planning Commission may require amendments or modification of the plan if it finds that:

1. The layout of the subdivision does not conform to ~~acceptable~~ the required standards of design as set forth in this title and in the adopted Heber City Standard~~s and~~ Specifications and Drawings;
2. The subdivision is not provided with adequate ingress or egress;
3. The subdivision design contains sensitive lands such as geologic, soil, water, or other hazards which could be detrimental to the subdivision, surrounding area, or to the City, and which are not adequately addressed in the application;
4. The subdivision does not provide the required improvements or quality of improvements or does not comply with other requirements as set forth in this chapter and in the adopted Heber City Standard~~s and~~ Specifications and Drawings. Such amendments or modifications shall be sufficient in all cases to correct the inadequacies so that the subdivision will conform to the requirements of this chapter and the adopted Heber City Standard~~s and~~ Specifications and Drawings.

~~17.~~18.68 Substantial Completion Of Subdivisions

~~17.~~18.68.010 Substantial Completion Of Subdivisions Required Before The Issuance Of Building Permits And Approvals For Occupancy

~~17.~~18.68.010 Substantial Completion Of Subdivisions Required Before The Issuance Of Building Permits And Approvals For Occupancy

Building permits and approvals for occupancy will only be issued pursuant to the provisions of Sections 15.04.040 and 15.04.050 and as required by the adopted Heber City Standard~~s and~~ Specifications and Drawings.

Subdivisions 18.117

18.117.10 General Provisions
18.117.12 Recording
18.117.14 Requirement Of Adequate Public Facilities
18.117.16 General Subdivision Procedures
18.117.18 Property Line Adjustments
18.117.20 Condominiums
18.117.22 Required Plans
18.117.24 Street Design Standards
18.117.26 Block Design Standards
18.117.28 Lot Design Standards
18.117.30 Improvements
18.117.32 Platting Requirements
18.117.34 General Subdivision Requirements
18.117.36 Improvement Completion Assurance~~Guarantee Of Performance~~
18.117.38 Costs And Charges
18.117.40 Amendments
18.117.42 Substantial Completion Of Subdivisions

18.117.10 General Provisions

18.117.10.010 Title Of Provisions

This title shall be entitled the "The Heber City Subdivision Ordinance" and may be so cited and pleaded.

18 117.10.020 Purpose And Intent

A. The purposes of this title shall be to:
    1. Promote the health, safety, convenience, and general welfare of the present and future inhabitants of the City;
    2. Facilitate the transfer of land having accurate legal descriptions;
    3. Bring about the development of a more attractive ~~and wholesome~~ environment within and about the City;
    4. Establish the rights, duties, and responsibilities of subdividers with respect to land subdivision;
    5. Facilitate the implementation of the general plan.
B. It is declared to be the public policy that these subdivision regulations shall be promulgated for the purpose of facilitating the platting of land and the construction and sale of buildings.

18.117.12 Recording

18.117.12.010 Procedures

No person shall subdivide any tract of land which is located wholly or in part within the City, nor shall any person sell, exchange, or offer for sale, or purchase, or offer to purchase any parcel of land which is any part of a subdivision of a larger tract of land within the above described territory, nor shall any person offer for recording any deed conveying a parcel of land or any interest therein, unless the subdivider has first produced and submitted an executed plat thereof, which plat must be approved by the Planning Director and City Engineer, and recorded in the office of the County Recorder before such sale or exchange or purchase is affected.

Approval of the final plat shall be obtained by complying with all of the requirements of this Chapter including the applicable application/checklist, and the Standard Specifications and Drawings. All small lot subdivisions and lot splits shall require the formal consent of the Planning Director or designee.

18.117.14 Requirement Of Adequate Public Facilities

18.117.14.010 Adequate Public Facilities Required

Adequate public facilities required to be available concurrent with subdivision approval. From and after the effective date of this Amendment to the Heber City Subdivision Ordinance, no application for subdivision approval shall be granted, approved or issued unless the applicant has provided sufficient information to establish that adequate public facilities in the area affected by the proposed development will have sufficient capacity available at the adopted level of service standards to accommodate the proposed development within a reasonable period of time following the issuance of final subdivision plat approval for the proposed development.

18.117.14.020 Essential Public Facilities

Essential public facilities to which this requirement will apply include the following:

A. Drinking water system, including quantity, quality, treatment, storage capacity, and transmission/distribution system capacity;
B. Sanitary sewer and wastewater system, including outfall lines, laterals and collector lines;
C. Storm water drainage, including flood control facilities;
D. Street system, including streets, roads, highways, intersections and related transportation facilities;
E. Recreational facilities, including parks and trails.
F. Pressurized irrigation system, including quantity, quality, storage capacity, and transmission/distribution system capacity.
G. Broadband access

18.117.14.030 Procedures

As part of the material submitted in support of an application for subdivision approval, the applicant shall submit sufficient information in order to demonstrate that adequate public facilities will be available at specified levels of service within a reasonable period of time following the issuance of subdivision plat approval for the proposed development. Such a determination may include the timing, phasing and sequencing of the proposed development. The City Engineer, the Planning Director, and the Planning Commission, may request additional information from the applicant to address the adequacy and availability of the public facilities referenced above as part of the subdivision approval process. Processing of applications shall follow the requirements of Section 18.117.16.010.

18.117.14.040 Level Of Service Standards

Compliance with level of service standards shall be measured in accordance with the adopted level of service standards as set forth in the latest revision of the Heber City Impact Fee Facilities Plan and in the adopted Heber City Standard Specifications and Drawings as they may, from time to time, be amended.

18.117.14.050 Adequate Public Facilities Not Available

If it is determined that adequate public facilities will not be available at specified levels of service within a reasonable period of time following the issuance of final subdivision plat approval, so as to assure that such services will be available at the time of occupancy of new development being proposed, the Planning Commission, under advisement by the City Engineer, ~~as part of the preliminary plat review,~~ shall review, evaluate and discuss with the applicant, the following alternatives and conditions in the order presented:

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A. Allow the developer to voluntarily advance the costs necessary to provide those public facilities which are necessary to service the proposed development and meet the applicable level of service standards by entering into an appropriate form of development agreement, which may include reimbursement of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or benefit conferred upon the proposed development.
B. Require timing, sequencing and phasing of the proposed development consistent with the available capacity of public facilities;
B. Defer final plat approval and the issuance of building permits until all necessary public facilities are adequate and available; or,
C. Deny subdivision plat approval at the present time, and require the applicant to reapply when adequate public facilities are available at adopted level of service standards.

18.117.16 General Subdivision Procedures

18.117.16.010 Required Procedures For Approval

The following steps or procedure must be followed in order to obtain approval of a subdivision:

A. Application Submittal Deadline. All complete applications for a preliminary plat shall be made at least 16 (sixteen) calendar days before the next regular Development Review (DRM) meeting. All applications shall follow the engineering and planning checklists for the required content for submittal. Applications shall not be forwarded for review as a preliminary plat until such applications are deemed complete by the Planning Director or designee and the City Engineer. Once deemed complete, the City shall provide corrective comments within 15 working days for regular residential subdivisions.

B. Preliminary Plat Submission. Applicant prepares preliminary plat documents and submits electronic copies in PDF format, makes application, and pays fees prior to application submittal deadline. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code~~.~~

C. Staff Review. Staff will review the application and provide a written review to the applicant following the DRM meeting. Staff shall consider the following items in their review:

1. Relationship of the proposal to the General Plan;
2. Zoning of the proposed development and general requirements of the zone;
3. Third-party utility considerations;
4. Roads, blocks, and general transportation;
5. Flood zones, sensitive lands, and potential flood hazards;
6. Drinking water requirements;
7. Pressurized irrigation requirements;
8. Sanitary sewer requirements;

9. Storm water system requirements;
10. Park and Trail requirements;
11. Capital improvement plans;
12. Other items as required in the subdivision application, available online and at the City offices.

D. Outsourcing of Plan Reviews. The City may outsource the review of any application to contracted consultants. Outsourced reviews will follow the provisions of the Staff Review above. All review costs and any required special studies shall be reimbursed by the applicant.

E. Development Review Meeting (DRM): The Development Review (DRM) is an administrative committee and part of the preliminary plat review process, consisting of staff from the City, local utilities, and other organizations as applicable. The role of the DRM is to review development applications for compliance with development standards, coordination between jurisdictions, utilities, and organizations as applicable, and meet with applicants to provide guidance and understanding of the requirements of their application. The DRM is not a Land Use Authority and provides initial guidance on issues and processing concerns for the preliminary plat application.

Concept plans (see Engineering checklist and 18.20.010 Concept Plans) for any subdivision which include or are suspected to include Sensitive Lands (see Sensitive Lands Ordinance 18.67) shall also be reviewed during a DRM. Applicants are required to disclose any known Sensitive Lands associated with their project as part of the application process, but Sensitive Lands may also be identified through other means, including review of Geotechnical reports or other studies or reports associated with the project, published Sensitive Lands maps, site visits or similar means. The concept plan review, when required, may include detailing additional reports or studies needed to evaluate and address sensitive lands issues, as part of the preliminary plat review process.

F. Concept Plan Submission. Concept plans are optional for regular residential subdivisions and required for all other types of subdivisions. Applicant prepares Concept Plan, makes application, pays fees, and submits concept plans prior to application submittal deadline. This applies to concept plans for commercial, industrial, multiple-unit residential, and those regular residential subdivisions located on a sensitive land. Applicant shall provide electronic copies of the proposed concept plans in PDF format. Planning Staff shall deliver the copies to each Planning Commission member, engineering, public works, applicable utility agencies, school district, City fire official, postal service, police chief, City Manager, building official, UDOT (if applicable), and affected entities as required by Utah State Code;

G. Preliminary Plat Approval. The Planning Commission reviews the preliminary plat as per items discussed in the review process and for compliance with the ordinances. The Planning Commission is the Land Use Authority for approving the Preliminary Plat. If approval is given at this time, the applicant shall be given a list pertaining to items the City expects on the final plans as per the final plat application checklist. Preliminary approval does not guarantee final subdivision approval. Up to 4 resubmissions according to the process defined in State Code of the preliminary plat plans to comply with the City requirements for the final plat are allowed for regular residential subdivisions. If such revised plans are not provided in compliance with City Standards, the plan shall be denied;

H. Final Plat Submission. Applicant prepares and submits final plat, makes application, and pays fees prior to application submittal deadline. Final plat shall consist of items required at preliminary stage, the final plat application and checklists, the adopted Heber City Standard Specifications and Drawings, and by this ordinance in electronic PDF format.

I. Final Plat Approval. The Planning Director along with the City Engineer, or their designees, are responsible for approving the final Plat. The Planning Director along with the City Engineer,

reviews the final plat and approves the final plat if it is complete and if all requirements from preliminary plat approval are met or disapproves it. The final plat shall be in substantial compliance with the plans approved at preliminary stage. Planning Commission approval does not guarantee final subdivision approval. For regular residential subdivisions up to 4 revisions (in accordance with Utah State Code) of the approved preliminary plat shall be allowed in between preliminary and final plat approval. The City shall complete its reviews within 20 working days. Any material departures regarding the rights and obligations of the parties shall require a modified Preliminary approval by Planning Commission.

J. Appeals of engineering/planning decisions.

The 2023 new State Law creates two distinct appeal processes after the four review cycles have been exhausted and 20 days have passed.

1. For disputes relating to public improvement or engineering standards, the City shall assemble a three-person panel meeting within 10 days of receiving a request from the applicant. The panel of experts includes:

One licensed engineer designated by the municipality.
One licensed engineer designated by the land use applicant.
One licensed engineer, agreed upon, and designated by the two designated engineers.

Members appointed to the panel may not have an interest in the application in question. The applicant must pay 50% of the total cost of the panel and the municipality's published appeal fee. The City pays the other 50%. The panel's decision is final, unless the City or applicant petition for district court review within 30 days after the final written decision is issued.

2. For all other disputes, the City shall refer the question to the appeal authority at the applicant's request.

K. Recordation of Final Plat. Applicant records plat in office of County Recorder within one (1) year from the date receiving final approval and before selling or conveying any lots within the subdivision. Final plats not recorded within one (1) year from the date receiving Final approval shall be null and void unless physical construction has started or an extension has been requested and granted prior to the original plat expiration date. In cases where construction has started, plat approval shall automatically be extended for a second year from the date of the final approval. If physical construction has not started, applicants may request and be granted a one (1) year extension. Such extensions shall be given if the applicant can show financial delays, and/or material, or labor shortages. Plat extensions are granted by the Planning Director for Final Plats.

18.117.18 Property Line Adjustments and Plat Amendments

A. Lot Line Adjustments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Lot Line Adjustments, as defined by Utah Code Title 10-9a et seq. with appeals going to the Appeal Authority.

B. Approval criteria for a Lot Line Adjustment

1. The following approval criteria must be complied with in order to approve a boundary line adjustment.

a. The change in boundary lines does not result in the creation of a new lot or parcel;

b. The proposed change to a lot or parcel does not result in the creation of a parcel of size or shape that does not conform to all City zoning regulations and site development standards. If the proposed change is to a legally existing nonconforming parcel, the change may not increase the nonconformity;

c. The proposed change to a lot or parcel does not result in changing a conforming structure into a nonconforming structure as a result of setbacks, proximity to other structures, use, landscaping, or any other site development requirement;

d. The petition to change the boundaries must include signatures from representatives of each parcel affected by the boundary line adjustment; and

e. In the case of an adjustment of a boundary line adjusting property lines that affect more than 2 lots in a subdivision previously approved by the City, the applicant shall submit a plat, and in the case of an adjustment of a property line between two parcels, the applicant shall submit a record of survey.

f. The boundary line adjustment may not adjust the boundary line between a parcel and an existing public street or right-of-way, or propose a new public street or right-of-way.

C. Plat Amendments. The Planning Director, or its designee, shall serve as the Land Use Authority for approving Plat Amendments. If all adjacent owners provide a written notarized statement that they agree with the lot line adjustment, the plat may be recorded after receiving the Planning Director's signature.

18.117.20 Condominiums

18.117.20.010 Purpose

Utah State Code establishes condominiums as a form of subdivision. Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit residential condominium dwelling units. Conversions of legal and legally non-conforming multi-family dwellings may also be approved as per this ordinance.

18.117.20.020 Approval Required

Prior to the construction or conversion of any building or use as determined as a condominium, a subdivision plat and site plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.

18.117.20.030 Submission of Application

The owner or developer of a proposed condominium project or conversion project shall file an application with the City. Such application shall be accompanied by and be in accordance with the following:

A. The surveyed subdivision plat shall be drawn to scale in accordance with the Heber City subdivision process and current Standard Specifications and Drawings as adopted by the

City. Such subdivision plat shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.

B. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, it shall display proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
C. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or homeowners organization (HOA).
D. Where conversions of existing buildings are proposed as part of the project, a site and building condition report containing information that compares the existing construction to the International Building Code requirements shall be submitted as part of the application together with a plan of all proposed improvements and repairs.

18.117.20.040 Review By The Planning Commission

After DRM/staff review and application revisions, if needed, the Planning Commission shall review the proposed application, processed as a preliminary plat, and related documents to determine whether the project conforms with all appropriate requirements, Standard Specifications and Drawings of the City and is in conformance with the Utah Condominium Ownership Act.

A. For conversions of existing buildings to condominiums, if the Building Official finds that there are any violations to any of the applicable ordinances, building codes, or similar requirements, the Planning Commission may hold the application for the condominium project until such time that all life/safety violations have been corrected.
B. The proposed project shall be consistent with the International Fire Code and Adopted Building Codes, verified by inspections through the Building Department
C. Depending on the current use parking demand, additional parking needs shall be based on occupancy levels and proposed customer demand, but in no way shall it be less than what is required under the zoning district in which the project is proposed.
D. Site access shall be evaluated and modified to meet the needs of the new proposed use, considering traffic patterns, traffic generations, and the anticipated population of the development.
E. A minimum of 20% of the gross area of the site shall be open space ~~open space and~~
F. If not already in compliance with the Zoning Ordinance, additional landscaping to assure appropriate buffering and compatibility with adjacent uses, is required.
G. Utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility.
H. Water meters shall be installed according to City Standard Specifications and Drawings at street rights-of-way.
I. All utilities and utility lines shall be placed within the public right-of-way. However, approved public easements may be permitted if the City Engineer deems them essential for the feasibility of the project.
J. Each unit shall be provided with readily accessible individual shutoff valves, safety devices, or switches for water, gas and electrical services.
K. Prior to recording the final plat, building deficiencies shall be corrected or bonded for.

18.177.20.050 Preliminary And Final Plat Final Approval

Condominium Plats are required by Utah State Code to follow a Preliminary and Final Plat Process. The Planning Commission shall be the Land Use Authority for the Preliminary Plat of a condominium plat. The Planning Director, or designee, shall be the Land Use Authority for Final Plat Approval of a condominium

plat. Approval of a condominium project shall remain in effect and only expire pursuant to a new application.

18.117.22 Required Plans

18.117.22.010 Concept Plans required for commercial, manufacturing, Sensitive Lands, and mixed-use subdivision projects only.

The Concept Plan submission shall be made using the concept plan application, associated checklists and shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall generally include:

A. Conceptual layout drawn to a scale no smaller than one-inch equals one hundred (100) feet with the following:
    1. Proposed streets, in relation to the existing and planned streets within one-fourth mile of the subdivision
    2. Lots, including lot sizes
    3. Building pads for residential projects
    4. Buildings for multi-family or nonresidential projects, including building area
    5. Parking for nonresidential and multi-family residential projects
    6. Open space, as required by the zone
    7. Landscaping, as required by the zone
B. Data Table containing the following:
    1. Uses
    2. Density
    3. Open space calculations, as required by the zone
    4. Landscaping calculations, as required by the zone
    5. Parking analysis

18.117.22.020 Preliminary Plat

The preliminary plat is required to be submitted according to the applications and checklists from Planning and Engineering available online and at the City offices. The Standard Plat, generally includes:

A. The proposed name of the subdivision;
B. Vicinity map-the location of the subdivision. Where the plan submitted covers only a part of the subdivider's tract, the Land Use Authority may require the subdivider to prepare a preliminary plan covering all of the subdivider's tract before even considering a preliminary plan covering only part of the tract;
C. The names and addresses of the subdivider, the engineer, or surveyor of the subdivision, and the owner(s) of the land immediately adjoining the land to be subdivided;
D. Information sufficient to locate accurately the property shown on the plan with reference to survey markers or monuments;
E. Contour map at intervals required by the Land Use Authority at concept approval;
F. The boundary lines of the tract to be subdivided;
G. The location, width, and other dimensions of all existing or platted streets and other important features such as watercourses, exceptional topography and buildings within the tract and within two hundred feet of the tract to be subdivided;
H. Existing sanitary sewers, storm drains, drinking and pressurized irrigation, water supply mains, and bridges within the tract or within two hundred feet thereof;

I. The location, width, and other dimensions of proposed streets, alleys, easements, parks and other open spaces with proper labeling of spaces to be dedicated to the public or to the occupants or owners of lots within the subdivision;
J. Northpoint, scale and date;
K. Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
L. All easements of record shall be shown on the preliminary map; Statements regarding the anticipated density and number of dwelling units to be constructed on each lot.
M. All lot numbers and bearings, distances, and curve data of all lot lines, street center lines, right-of-way lines, etc.
N. A subdivision application may be processed concurrently with a rezone application but no subdivision preliminary plat shall be approved as final until such rezone process is complete. In addition, if a rezone is part of this application, the following shall be included with the preliminary plans:
    1. A development agreement that addresses, as a minimum:

        a. The dedication and maintenance of public and private open space, natural features, trails, amenities, streets and other common areas;

        b. Implementation of the development's affordable housing plan;

        c. Measures necessary to mitigate land hazards and sensitive lands as required by this Title.

        d. Other measures as recommended by the Planning Commission and decided upon by the City Council as part of the rezone process.

    2. A title report for all lands proposed to be subdivided;
    3. If sensitive lands are identified on the site, a mitigation design and request for density transfers within the site, as per Chapter 18.67.

O. A Geotechnical Report, as required by the adopted Heber City Standard Specifications and Drawings.

P. A Storm Water Drainage Report meeting the requirements of the Storm Water Design Manual.

Q. Water Action Report as required by Section 15.16.090

R. "Will Serve" letters from all serving utilities.

<u>18.177.22.030 Final Construction - Plans And Final Plat</u>

A. An application online and at the City offices details the list of all application requirements. In general, the Standard final plat shall be drawn to a scale no smaller than one inch equals one hundred (100) feet and shall generally show:

1. The name of the subdivision;
2. Blocks for the names and stamps of the engineer and/or surveyor of the subdivision. An Owner's dedication block.
3. Signature lines for the City Engineer, Land Use Authority and Water and Sewer Service Providers.

4. A boundary description. Also, all existing survey monuments and survey monuments to be installed with the construction of the subdivision shall be shown and properly labelled and referenced;
5. Northpoint, scale and date;
6. All easements of record shall be shown on the final plat;
7. Street numbers and names;
8. All lot numbers and situs addresses. Also, all bearings, distances, and curve data for all lot lines street center lines, right-of-way lines, etc.
9. All public utility easements, as required by the City Engineer;
10. A vicinity map showing the location of the subdivision in relationship to the City;
11. Any notices to purchasers, if required during the review process;
12. Any notes required by the City Engineer.
13. The final plat shall be sealed by the Licensed Land Surveyor of record ON THE FIRST SUBMITTAL.

B. The Final Plans shall be drawn to a scale no smaller than one inch equals one hundred (100) feet for overall sheets and one inch equals forty (40) feet for plan and profile sheets. Final Plans shall be sealed by the Engineer of Record ON THE FIRST SUBMITTAL. In addition to all of the requirements of the preliminary plans, the final plat checklists, the following shall generally also be included with the final plans:

1. An updated title report for all lands proposed to be subdivided;

2. Tax clearance from county assessor;

3. Hard copy and electronic sets of Engineered construction drawings

4. Inclusion of all items discussed and requiring corrections at preliminary approval.

18.117.24 Street Design Standards

18.117.24.010 Widths

Arterial and collector streets shall conform to the widths as described in the Master Transportation Plan and the Heber City Standard Specifications and Drawings. Residential roads with maximum speed limits of 25 mph shall generally not be required to have pavement widths greater than 32’ exclusive of curb and gutter. Shorter widths are allowed and streets designated as bike lanes, can be wider (see State Law for exceptions.

18.117.24.020 Cul-De-Sacs

A publicly dedicated Cul-de-sac shall follow the diagrams in the Standard Specifications and Drawings. Private cul-de-sacs are subject to approval of the Fire Marshall. For major subdivisions, cul-de-sacs shall only be approved as permitted by the Planning Commission.

18. 117.24.030 Easements

For residential subdivisions, public utility easements, of not less than ten feet in width, are required on front lot lines. Public utility and/or drainage easements, of not less than ten feet, are required on side lot lines and on rear lot lines where needed, when requested by public utility companies, or as otherwise required or approved by the City Engineer. City utilities shall normally be placed in City rights-

of-way. When approved by the City Engineer, City utilities may be placed beneath private streets, private parking areas or in other common open space in an exclusive City utility easement of not less than 20 feet in width. Easements shall be provided to the City using the City's standard utility easement language in use at the time such easements are provided. Easements for commercial or industrial development shall generally follow the same requirements.

18.117.24.040 Names

New street names shall not duplicate those names already existing. A street obviously a continuation of another already in existence shall bear the same name. All streets shall be designated by number if straight and running North and South or East and West. Such streets may also be designated by name. All other streets shall be named. All street designations shall be reviewed by the City and submitted to Wasatch County for final review. Number and name (if named) shall be signed and said signing shall conform to the adopted Heber City Standard Specifications and Drawings.

18.117.24.050 Dedications

All streets, except private streets, shall be dedicated for public use. The dedication of half streets in any subdivision is prohibited except park strip and sidewalk may be omitted on the opposite sides of the streets on the borders of the subdivision when approved.

18.117.24.060 Relations to Adjoining Street System

The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets to connect with adjoining areas for their proper protection (where adjoining land is not subdivided) at the same or greater width (but in no case less than the required minimum width) unless street cross sections have changed as per the Heber City Standard Specifications and Drawings, proposed street connections shall be extended by dedication to the boundary of such property.

~~17.~~18.117.24.070 Cuts in Pavement

No cuts shall be made in street pavement for at least two years after hard surfacing without City approval by the City Engineer. Curbs and gutters, sidewalks, and the treatment of drainage courses shall comply with the Heber City Standard Specifications and Drawings as adopted by the City. All road cuts shall be in accordance with the Heber City Standard Specifications and Drawings.

18.117.24.080 Street Plan Approval

A subdivision will not be approved if it conflicts with the Master Transportation Plan. A subdivision shall not be platted over any strip of land which is shown as a future street on the Master Transportation Plan as an existing or potential local, collector or arterial street.

18.117.26 Block Design Standards

18.117.26.010 Length

The maximum length of blocks shall be eight hundred feet and the minimum length of blocks shall be four hundred feet, except as specified in the North Village Overlay Zone. The Planning Commission on

recommendation of the City Engineer, may approve a modification to this requirement if deemed reasonable when the natural contour of the land makes this requirement unsafe or not practical.

18.117.26.020 Width

The width of blocks shall be sufficient to allow two tiers of lots. The Planning Commission on recommendation of the City Engineer may approve a modification to this requirement if deemed necessary when the natural contour of the land makes this requirement unsafe or not practical or when a subdivision backs onto an arterial or major collector road.

18.117.28 Lot Design Standards

18.117.28.010 Building Sites

The lot arrangement, design and shape shall be such that lots will provide a suitable area of land for buildings and be properly related to topography and conform to requirements set forth in this title. Lots shall not contain peculiarly shaped elongations, solely to provide necessary square footage, which would be unusable for normal purposes.

18.117.28.020 Lot Sizes

All lots shown on the subdivision plat must conform to the minimum requirements of Title 18 of this code for the zone in which the subdivision is located.

18.117.28.030 Lots Must Abut On Public Streets

Each lot shall abut on a street dedicated by the subdivision plat or an existing publicly dedicated street except when private streets are approved by the Planning Commission. Flag lots are exempt from this requirement.

18.117.28.040 Corner Lots

Corner lots in single family zones shall be 10% larger than the minimum lot size required by the zone.

18.117.28.050 Parts Of Lots

All remnants of lots below minimum size, left over after subdividing a larger tract, must be attached to adjacent lots, rather than be allowed to remain as parcels that may be non-conforming or inherently unusable.

18.117.28.060 Divided Lots

Where the land contained within one lot is divided into two or more parcels in separate ownership, the land in each lot so divided shall be transferred by deed to single ownership before approval of the final plat, and such transfer recorded in the county recorder's office before being certified to the Planning Department by the subdivider.

18.117.30 Improvements

18.117.30.010 Requirements

The following improvements, designed according to the adopted Heber City Standard Specifications and Drawings, shall be installed in all subdivisions. ~~A subdivider may post a bond or other assurance satisfactory to the City Engineer. The purpose of the bond or other assurance is to ensure installation of the required improvements within two years from the date of approval without cost to the City.~~ The improvements shall include:

A. Drinking Water, Pressurized Irrigation, Sewer, Storm Drain, Solid Waste:

1. A potable water supply in amounts and manner as required under Section 17.28.030 of this chapter in accordance with the State Board of Health Standards;
2. The installation of Drinking Water mains and Drinking Water laterals to each lot property line
3. Sewer mains, and sewer laterals to each lot property line;
4. Fire hydrants and locations as directed by the ~~F~~ire Marshal
5. Solid waste disposal facilities
6. Storm drain system
7. Pressurized irrigation system.

B. Streets:
   1. The grading and graveling of all streets and the installation of all required culverts
   2. The hard-surfacing of all streets.
   3. Curbs and gutters and sidewalks.
C. Public Utilities. Electric, cable/internet natural gas, and telephone lines shall be installed. These utilities shall be located underground, except when major transmission lines are on site and when other adjacent property owners would be impacted.
D. Survey Monuments.
E. Sensitive lands and environmental hazards shall be addressed as per Chapter 18.67.
F. Street lighting.

18.117.32 Platting Requirements

18.117.32.010 Preparation

A final plat shall be prepared for all subdivisions.

18.117.32.020 Material

The plat shall be drawn, as per the Standard Plat requirements, on mylar material and shall conform to City standards. In addition, an electronic GIS Final Plat and plans submittal is required. Details and workmanship shall be neat, clean, and legible.

18.117.34 General Subdivision Requirements

18.117.34.010 School Sites -- Public Spaces

In subdividing property, consideration should be given to sites for schools, parks, playgrounds, and other areas for public use, as shown on the General Plan and the Parks and Trails Master Plan. Any provision for such open spaces shall be indicated on the preliminary plat in order that it may be determined in what manner such areas will be dedicated to or acquired by the appropriate agency.

18.117.34.20 Private Roads And Driveways -- Construction And Maintenance

A. The City shall not open, grade, pave, or perform any maintenance work on any private or undedicated street or alley, and the City shall refrain from laying utility lines in any street which has not:
    1. Been accepted by the City as a public street or alley; or
    2. Which has not received the approval of the City of a subdivision, unless an easement is granted therefor.
B. The City shall not accept nor maintain a street or other public way unless said street has been accepted by the City ~~Council~~ as a public street and the street has been constructed in accordance with City standards.

18.117.34.030 Water Supply And Storage

All lots within the subdivision shall be served by an approved central water system consisting of both a drinking water system and a pressurized irrigation system, that meets the adopted Heber City Standard Specifications and Drawings. The subdivider shall submit proof that the proposed drinking water source and distribution system meet Level of Service Standards as per the most recent Master Plan and/or the Impact Fee Facilities Plan (IFFP) for indoor uses plus the amount of water required to provide fire protection as per City standards. Where water is to be used for lawn sprinkling and other outside uses, the subdivider shall submit proof the proposed pressurized irrigation water source and distribution are capable of providing irrigation water according to State Standards and City requirements. ~~from the Division of Drinking Water.~~

~~18.117.34.40~~ all Subdivisions

A. Whenever a small subdivision with ten or less lots, meeting the conditions as set forth in this chapter is proposed, a preliminary plat conforming to the requirements for preliminary plats as set forth in this Chapter, shall be prepared and submitted for approval. Before preparing and submitting the plans, the applicant is encouraged to meet with the Planning and Engineering departments to determine if any of the requirements set forth in the application and checklists are not necessary. Staff will base its determination on the site conditions as well as surrounding conditions.
B. Before the Planning Director shall approve any such small subdivision, all improvements required under Section 18.117.30 shall have been installed or assurances given to the City that the improvements will be installed without cost to the City as set forth in Chapter 18.52. Exception: The applicant may petition the Planning and Engineering Departments to delay the installation of curb, gutter, and sidewalk in areas where such improvements are lacking and distant. If approved, the eventual installation shall be assured by a formal delay agreement, recorded at the County or a recorded deed restriction.
C. The Planning Director, or its designee, serves as the Land Use Authority approving Small Subdivisions with appeals going to the Appeal Authority.

18.117.34.050 Work to Be Done By Engineer Or Surveyor

All engineering work or surveying of property must be done by or under direction of a Utah licensed professional engineer or professional land surveyor registered in the state.

18.117.36 Improvement Completion Assurance~~Guarantee Of Performance~~

18.117.36.010 Option to Provide Improvement Completion Assurance ~~Type And Amount~~

In accordance with Utah Code § 10-9a-604.5, before an applicant conducts any development activity or records a plat, the applicant shall: (i) complete any required public landscaping improvements or infrastructure improvements; or (ii) post an improvement completion assurance for any required public landscaping improvements or infrastructure improvements. The improvement completion assurance ~~type of guarantee~~ shall be in the form ~~of a cash bond, surety bond, or other assurance equal to the cost of the required improvements, as determined by the City Engineer and as defined in the adopted~~ provided for in the Heber City Standard Specifications and Drawings, or such other form as approved by the City Engineer and City Attorney ~~plus the estimated cost of inspection services. The subdivider shall furnish an estimate of the cost of constructing the required improvements. Said estimate shall be prepared by an engineer registered to practice in the State. The subdivider shall enter into a bond agreement with the City for public infrastructure. All development projects are subject to the guarantees of performance requirements~~.

18.117.36.20 ~~Duration~~Warranty of Infrastructure Improvements

~~18.117.36.20~~ Prior to the City accepting a public landscaping improvement or infrastructure improvement, the applicant shall: (a) execute an improvement warranty for the improvement warranty period; and (b) post security in the form provided for in the Heber City Standard Specifications and Drawings in the amount of up to 10% of the lesser of the: (i) municipal engineer's original estimated cost of completion; or (ii) applicant's reasonable proven cost of completion. The improvement warranty period shall run for one year from the date the City completes a requested inspection of the infrastructure improvements and accepts the improvements into warranty. Upon acceptance of the improvements into warranty, any remaining improvement completion assurance in excess of the improvement warranty amount will be released. If the City is unable to complete inspections due to snow, ongoing construction, lack of access, or other conditions, the improvement warranty period will not begin to run until conditions allow for inspection and acceptance of the improvements.

~~A. The duration of the assurance required in 18.52.010 shall be for two years or as defined in the adopted Heber City Standard Specifications and Drawings from the date of approval of the final plat of the subdivision.~~

~~B. An extension of time may be granted by the City Engineer or Public Works Director upon application by the subdivider, provided such application is submitted at least sixty days prior to the expiration of the bond, and provided the issuer of the bond is willing to extend the time of the assurance.~~

~~18.117.36.030 Default~~

Commented [MR2]: Jeremy check

~~In the event the subdivider becomes in default or fails or neglects to satisfactorily install the required improvements within two years from the date of approval of the final plat by the City or to pay all liens in connection therewith the City Council shall declare the bond or other assurance forfeited and the City may install or cause the required improvements to be installed, using the proceeds from the sale of the bonds or other assurance to defray the expense thereof. The subdivider will remain financially responsible for any deficiency.~~

18.117.36.040 Final Inspection And Release

At the end of the improvement warranty period, the developer may request a final inspection and release of the improvement warranty. ~~The subdivider shall be responsible for the quality of all materials and workmanship. At the completion of the work or not less than ten days prior to the release date of~~

~~the bond, T~~the City Engineer or designee shall make a ~~preliminary~~ final inspection of the improvements. If all liens are paid, and other conditions thereof are found to be satisfactory, the City Engineer shall release the improvement warranty.

~~bond upon the subdivider providing a separate maintenance bond; otherwise, the performance bond will be released one year thereafter if no quality defects exist, as per the conditions set in the bond agreement. If the condition of materials or workmanship show unusual depreciation or do not comply with the standards of the City, or if any outstanding liens are not paid, the City Council will declare the subdivider in default.~~

Commented [RF3]: We need to get Jeremy Cook involved in this and get everyone on the same page before moving this forward.

18.117.38 Costs And Charges

18.117.38.010 Required improvements and processing costs and charges

See the Adopted Heber City Fee schedule for costs. **C**harges in connection with the planning, processing, and development of subdivisions in the City shall be shared between the subdivider and the City according to the following schedule:

Plan or Facility	Subdivider	City
Concept Plan for Sensitive Lands and non-residential projects	100%	0%
Preliminary Plan	100%	0%
Final Plat Plans	100%	0%
Easements and rights-of-way, on-site and off-site	100%	0%
Grading and draining streets on-site	100%	0%
Grading and draining streets off-site	Special negotiations with City Council	
Bridges and culverts	100%	0%
Street paving on-site	100%	0%
Street paving off-site	Special negotiations with City Council	
Curb and gutter and curb cuts	100%	0%
Sidewalks	100%	0%
Street signs	100%	0%
Water Storage	0% if existing tanks can serve development; Special negotiations with the City Council if not	
Water Supply	100%	0%

Water shared to supply the amount of water required in Section 17.48.030	100%	0%
Water mains and laterals up to and including 10" diameter	100%	0%
Sewer mains and laterals up to and including 10" diameter	100%	0%
Oversize Water and sewer mains	Special negotiation with the City Council	
Street lighting maintenance and electricity expenses	0%	100%
Electric utilities	100%	0%
Parks	100%	0%
Monuments	100%	0%
Canal and flood channel protection	Special negotiations with the City Council	
Elimination of environmental hazards	100%	0%

Where infrastructure installation requires significant system-wide oversized improvements beyond those necessitated by the development, reimbursement agreements shall be considered as per State Law.

Commented [RF4]: This all needs additional discussion as well

Commented [JJ5R4]: Drop - rephrase to say they do all cost - Jeremy

Commented [JJ6R4]: Except for systems and oversizing with possible reimbursement as per State Code.

Commented [JJ7R4]: Added to bottom of chart

18.117.40 Amendments

18.117.40.010 Criteria For Approval

Before approving a preliminary plat for development greater than 10 lots of a subdivision, the Planning Commission may require amendments or modification of the plan if it finds that:

A. The layout of the subdivision does not conform to the required standards of design as set forth in this title and in the adopted Heber City Standard Specifications and Drawings;
B. The subdivision is not provided with adequate ingress or egress;
C. The subdivision design contains sensitive lands such as geologic, soil, water, or other hazards which could be detrimental to the subdivision, surrounding area, or to the City, and which are not adequately addressed in the application;
D. The subdivision does not provide the required improvements or quality of improvements or does not comply with other requirements as set forth in this chapter and in the adopted Heber City Standard Specifications and Drawings. Such amendments or modifications shall be sufficient in all cases to correct the inadequacies so that the subdivision will conform to the requirements of this chapter and the adopted Heber City Standard Specifications and Drawings.

18.117.42 Substantial Completion Of Subdivisions

Building permits and approvals for occupancy will only be issued pursuant to the provisions of Sections 15.04.040 and 15.04.050 and as required by the adopted Heber City Standard Specifications and Drawings.

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: 2024 Holiday Schedule
RESPONSIBLE: Cherie Ashe
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE:

2024

HOLIDAY SCHEDULE

****

New Year's Day (observed)	Monday	January 1
Martin Luther King, Jr. Day	Monday	January 15
President's Day	Monday	February 19
Memorial Day	Monday	May 27
Juneteenth	Wednesday	June 19
Independence Day	Thursday	July 4
Pioneer Day (observed)	Wednesday	July 24
Labor Day	Monday	September 2
Veteran's Day	Monday	November 11
Thanksgiving Day	Thursday	November 28
Day after Thanksgiving (Courts & Animal Svcs only)	Friday	November 29
Christmas Eve (observed)	Tuesday	December 24
Christmas Day	Wednesday	December 25

****

To adjust to varying schedules and provide all team members 120 hours of holiday time, the following float holiday hours will be awarded. These float hours include the normally observed Christmas Eve holiday. Float holiday hours must be used by December 31, 2024 or will be forfeited.

***Monday-Thursday 10 hours
***Police Officers 12 hours
***Animal Services Officers 16 hours
***Court 13 hours

2024 U.S. Federal Holidays

SUMMARY

Floating Holiday hours must be used by December 31, 2024 or will be forfeited. Floating Holiday hours are not eligible for payout upon separation of employment.

RECOMMENDATION

Approve 2024 Holiday Schedule

BACKGROUND

Pursuant to the Policies & Procedures Handbook Section 13.12, '120 hours of holiday pay per calendar year' is consistent with the 2023 holiday schedule.

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Director

EXHIBITS

None

Heber City Council Staff Report

MEETING DATE:	12/19/2023
SUBJECT:	Ordinance 2023-47 adopting amendments to Chapter 18.08 Definitions
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

As part of the Phase 3 Envision Heber Code Update, the Planning Commission is reviewing the entire Code and Subdivision Ordinance. The Administrative, General Provisions, Zones Generally and Definitions Chapters are the final chapters left to update in this process. After these chapters are adopted a final cleanup of the updated code will occur to rectify all citations and new terminology in all sections.

The Planning Commission held a work session on the Definitions Chapter on May 23, 2023. The Chapter has been updated to reflect current state law, changes made to other Chapter sections and has included some new provisions. The definitions usually come last to make sure that we cover all the new terms we may have included in the zoning updates over the last year. State law definitions have also been added. The Commission had several comments on the draft and the updates that were discussed are reflected in the revised draft shown as Exhibit 1. On July 11, 2023, the Commission held a public hearing on these amendments. No input was received, and the Commission forwarded a positive recommendation to the City Council on these proposed amendments.
The Council held a work session in this item on October 17, 2023 and made a few updates to the definitions that are reflected in this final ordinance.

The policy question is as follows:

- Should Council adoption Ordinance 2023-47, approving amendments to Heber City Code, Chapter 18.08 “Definitions”?

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance 2023-47.

BACKGROUND

Envision Heber Phase 3, includes updates, simplifications and clarifications in most of the Code chapters.

DISCUSSION

Exhibit A details the deletions and additions (in red) to the Definitions section. We have made the updates with the latest state law definitions and with new terminology to reflect the language in the zoning update and the use tables. There are no regulations in the definitions so there are no real policy choices to be made in this Chapter. All the regulatory changes were made in the zoning district updates. New language that defines “affected area” for notice provisions was also included to reflect the 2023 update to the Notice provisions for amendments or creation of land use regulations.

FISCAL IMPACT

No anticipated impact to the City Budget.

CONCLUSION

The proposed amendment:

1. Simplifies the code;
2. Brings the code into compliance with state code and best practices; and
3. Further implements the goals and policies of Envision Heber 2050.

ALTERNATIVES

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

POTENTIAL MOTIONS

Staff Recommended Option – Approve
I move to recommend approval of Ordinance 2023-47 approving the proposed amendment to Definitions with the findings and conditions as presented in the conclusion above.

Alternative 2 – Approve as Amended

I move to recommend approval of Ordinance 2023-47 approving the proposed amendment to Definitions with the findings and conditions as presented in the conclusion above, with the following changes:

_____
_____

Alternative 3 – Continue
I move to continue the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

_____
_____

Alternative 4 – Deny
I move to recommend denial Ordinance 2023-47, with the following findings:

_____
_____

ACCOUNTABILITY

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

EXHIBITS

1. Redline Definitions
2. Ord 2023-47 Definitions

18.08 Definitions

18.08.0~~10~~ 0 Generally
18.08.01 Accessory Dwelling Unit, External
18.08.02 Accessory Dwelling Unit, Internal
18.08.03 Accessory Use or Building
18.08.04 Adjacent Landowner
18.08.05 Administrative Decision
18.08.06 Adversely affected party
18.08.07 Affected Area for Notice for Adoption or Modification of a Land Use Regulation
18.08.08 Affordable Housing Agreement
18.08.09 Affordable Housing Qualified Applicants
18.08.10 Agent
18.08.020 Agriculture
18.08.25 Agriculture, Intensive
~~18.08.030 Apartment House-Multiple Dwelling~~
18.08.035 Appeal Authority
18.08.036 Basement
18.08.0~~35~~ 37 Bed And Breakfast Home
18.08.040 Boarding House/Rooming House
18.08.050 Building
18.08.051 Buildable Area.
18.08.052 Cannabis Cultivation Facility
18.08.053 Cannabis Pharmacy
18.08.054 Cannabis Processing Facility
18.08.055 Cannabis Production Establishment
18.08.060 Carport
18.08.061 Car Wash
18.08.070 Clinic
18.08.080 Club
18.08.090 Common Area
18.08.091 Combination of Buildings
18.08.092 Commercial Complex
18.08.093 Common Ownership or Management
18.08.094 Community Development Director
18.08.095 Complete Application
18.08.100 Comprehensive or General Plan
18.08.110 Conditional Use
~~18.08.115 Flag Lot~~
18.08.120 ~~Convalescent Home~~ Condominium
~~18.08.130 Convenience Establishments~~
18.08.135 Coop
~~18.08.140 Court Apartment -- Dwelling Group~~
~~18.08.150 Curb Cut~~
~~18.08.153 Day Care Center~~
18.08.155 Day Care ~~Facility~~ Center, Commercial
18.08.156 Day Care, Nonregistered Home
18.08.157 Day Care, Registered Home Day Care or Preschool
18.08.160 Density
~~18.08.165 Repealed By Ord 2000-01~~

18.08.165 Development Agreement
18.08.170 Drive-In Retail
18.08.180 Dwelling
~~18.08.190 Environmental Impact Statement~~
18.08.200 Family
~~18.08.205 Family Day Care~~
18.08.207 Fence
18.08.210 Fence -- Sight-Obscuring
18.08.220 Floor Area
18.08.230 Fractional Numbers Or Measurements
18.08.240 Garage -- Private
18.08.245 Garage, Public
18.08.250 Grade
18.08.260 ~~Guest~~ Group Care Facility
18.08.270 Height Of Building
18.08.280 Home Occupation
18.08.283 Hospital
18.08.285 Hotel
18.08.286 Impact Fee
18.08.287 Improvement Completion Assurance
18.08.288 Improvement Warranty
18.08.289 Improvement Warranty Period
18.08.290 Infrastructure Improvement
18.08.29~~0~~5 Junkyard
18.08.300 Kennel
18.08.301 Land Use Applicant
18.08.302 Land Use Application
18.08.305 Land Use Authority
18.08.306 Land Use Decision
18.08.307 Land Use Permit
18.08.308 Land Use Regulation
~~18.08.310 Land Use Plan~~
18.08.320 Landscaping
18.08.330 Large-Scale Development
18.08.335 Legislative Body
18.08.340 Livestock Corral
~~18.08.350 Living Open Space~~
~~18.08.360 Lodging House~~
18.08.370 Lot
18.08.375 LUDMA
18.08.380 Manufactured Home
~~18.08.386 Mini-Day Care~~
18.08.390 Mobile Home
18.08.400 Mobile Home Park
18.08.405 Moderate Income Housing
18.08.410 Motel Or Motor Hotel
18.08.420 ~~Nonconforming Building~~ Noncomplying Structure
18.08.430 Nonconforming Use
18.08.440 ~~Nursery School~~ Parcel
18.08.450 Parking Space
18.08.460 Pasture

18.08.470 Planned Unit Development
18.08.480 Planting Plan
18.08.485 ~~Planted Vegetation~~ Plat, Final
18.08.486 Plat, Preliminary
18.08.490 Premises
~~18.08.500 Premises Occupation~~
18.08.510 Public Parks And Playgrounds
~~18.08.520 Rest Home -- Nursing Home -- Convalescent Home~~
18.08.530 Recreational Vehicle ~~-- Camper, Travel Trailer, Motor Home Or Vacation Vehicle~~
18.08.540 Recreational Vehicle Court ~~-- Vacation Vehicle Court~~
18.08.542 Retail Business
18.08.543 Retail Establishment
18.08.545 ~~Rooming House~~ Retreat Lodge
~~18.08.550 Salvage Yard~~
18.08.556 School, Private/ Charter
18.08.560 Setback
18.08.565 Sexually Oriented Business
18.08.570 Signs
~~18.08.580 Special Exception -- Conditional Use~~
18.08.590 Street -- Major
18.08.600 Street -- Minor
18.08.610 Subdivision
18.08.615 ~~Repealed By 2000-01~~ Subdivision Amendment
18.08.620 Variance
18.08.625 Water Wise Landscaping
18.08.623 Weed
18.08.625 Xeriscaping
18.08.630 Yard
18.08.640 Zeroscaping
18.08.645 Zoning Map
18.08.650 Zoning Ordinance

18.08.01~~0~~0 Generally

1. ~~It is the intent of the city council to define certain words and phrases as a means of facilitating understanding of terms which may not be universally understood in the sense that the city council intends that they should be understood.~~
2. ~~Words used in the present tense include the future, the singular includes the plural and the plural the singular.~~

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this title. Words used in the present tense include the future, the singular number shall include the plural, and the plural, the singular; the word "building" shall include the word "structure"; the word "used" shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used; and the word "shall" is mandatory and not directory.

For the purposes of this title, certain terms and words are defined and are used in this title in that defined context. Any words in this title not defined in this chapter shall be as defined in "Black's Law Dictionary".

18.08.01 Accessory Dwelling Unit, External

"Accessory dwelling unit" means a secondary habitable living unit detached from a primary single-family dwelling and contained on one lot, pursuant to the standards and regulations found in this Title.

18.08.02 Accessory Dwelling Unit, Internal

"Internal accessory dwelling unit" means an accessory dwelling unit created:

A. within a primary dwelling;
B. within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and
C. for the purpose of offering a long-term rental of 30 consecutive days or longer.
D. "Primary dwelling" means a single-family dwelling that is detached and is occupied as the primary residence of the owner of record. "Primary dwelling" includes a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall.

18.08.03 Accessory Use or Building

"Accessory use or building" means a use or structure subordinate to the principal use of a building or principal use on the same lot and serving a purpose customarily incidental to the use of the principal building or use. Garden sheds, garages, greenhouses, barns, external accessory dwelling units, and storage shelters are accessory buildings.

18.08.04 Adjacent Landowner

"Adjacent landowner" means any property owner of record, according to the records of the county recorder, whose property adjoins or abuts property proposed for subdivision, or any portion thereof.

18.08.05 Administrative Decision

"Administrative decision" means any final order, requirement, decision, determination or interpretation made by a land use authority in the administration or the enforcement of this title.

18.08.06 Adversely affected party

"Adversely affected party" means a person other than a land use applicant who: (1) owns real property adjoining the property that is the subject of a land use application or land use decision; or (2) will suffer a damage different in kind than, or an injury distinct from, that of the general community because of the land use decision.

18.08.07 Affected Area for Notice for Adoption or Modification of a Land Use Regulation

"Affected Area" for notice requirement of adoption or modification of a land use regulation shall be as follows:

A. Zoning Map amendment. Notice shall follow Class A notice and prescribed in Utah Code 63G-30-102 et seq.
B. Zoning District amendments or creation. One notice shall be provided to those real property owners within the specifically affected zoning district 10 days prior to the public hearing.
C. Zoning District Change request or "rezone". One notice shall be provided to those real property owners within 300' feet of the subject property 10 days prior to the public hearing.
D. Development Agreement adoption or modification that modifies the underlying zoning regulations. One notice shall be provided to those real property owners within 300' feet of the subject property10 days prior to the public hearing.
E. Text amendments to the land use regulation that do not substantially amend or create new regulatory provisions. Notice shall follow Class A notice and prescribed in Utah Code 63G-30-102 et seq.

18.08.08 Affordable Housing Agreement

"Affordable Housing Agreement" means a legally binding agreement between a Developer and Heber City and the Wasatch County Housing Authority which ensures that the requirements of this ordinance are satisfied.

18.08.09 Affordable Housing Qualified Applicants

"Affordable Housing Qualified Applicants" means applicants for ~~Low-Income~~ Affordable Units. Income for such applicants is limited to no more than 80% of average median family income for Wasatch County for Moderate Income Housing, and limited to 50 to 80% of average median family income for Wasatch County for Low Income Housing. If all other requirements are equal, first preference shall be given to public service employees employed within Wasatch County, including municipal, county, school district, state and federal employees. Second preference shall be given to applicants who have been residents of Wasatch County for at least one year prior to application. Third preference shall be given to applicants who reside elsewhere but are employed full-time in Wasatch County. Fourth preference shall be given to applicants who neither work nor live in Wasatch County.

18.08.10 Agent

"Agent" or "owner" means any person who is legally authorized to act for the property owner.

18.08.020 Agriculture

"Agriculture" means the growing of soil crops in the customary manner in the open. It does not include livestock raising activities, nor does it include retailing of products on the premises.

18.08.025 Agriculture, Intensive

“Agriculture, intensive” means the raising of crops combined with industry or business, such as fruit packing plants, fur farms, animal hospitals, greenhouses, or similar uses.

~~18.08.030 Apartment House-Multiple Dwelling~~

~~"Apartment house" or "multiple dwelling" means any building or portion thereof which is designed, built, rented, or leased, let, or hired out to be occupied or which is occupied as the home or residence of three or more families living independently of each other and doing their own cooking within the premises.~~

18.08.035 Appeal Authority

“Appeal authority” means the person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or a variance.

18.08.035 Basement

“Basement” is defined by the adopted International Building Code as a story that is not a Story Above Grade Plane*, which is defined as “*a story having its finished floor surface entirely above grade plane or where the finished floor of the level above is either: (1) more than 6 feet above grade plane, or (2) more than 12 feet above the finished ground level at any point.”

18.08.0~~35~~ 37 Bed And Breakfast Home

Bed and Breakfast Home means an owner occupied single-family dwelling that contains not less than two and no more than eight guest rooms where lodging, with or without meals, is provided for compensation. ~~with stays not to exceed 29 days~~. ~~If meals are served, they shall be prepared, served and placed upon the table family style, without service or ordering of individual portions from a menu.~~

18.08.040 Boarding House/Rooming House

An establishment, with lodging, where meals are regularly prepared and served for compensation and where food is placed upon the table family style, without service or ordering of individual portions from a menu.

18.08.050 Building

"Building" means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

~~A. "Accessory building" means a subordinate building, the use of which is incidental to that of the main building.~~

A. "Building line" means a line designated the minimum distance which buildings must set back from a street or lot line.
B. "Main building" means one or more of the principal buildings upon a lot.

18.08.051 Buildable Area.

“Buildable Area” means the portion of land located within the property boundary setbacks. The building pad is the portion of land located within the buildable area setbacks.

18.08.052 Cannabis Cultivation Facility

"Cannabis cultivation facility" means a person that:

A. possesses cannabis;
B. grows or intends to grow cannabis; and
C. sells or intends to sell cannabis to a cannabis cultivation facility, a cannabis processing facility, or a medical cannabis research licensee.

18.08.053 Cannabis Pharmacy

“Cannabis pharmacy” means a business, licensed by the state of Utah, to distribute cannabis products by prescription for medical purposes.

18.08.054 Cannabis Processing Facility

“Cannabis processing facility” means a person that acquires or intends to acquire cannabis from a cannabis production establishment; possesses cannabis with the intent to manufacture a cannabis product; manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and sells or intends to sell a cannabis product to a medical cannabis pharmacy or a medical cannabis research licensee.

18.08.055 Cannabis Production Establishment

“Cannabis production establishment” means a cannabis cultivation facility, a cannabis processing facility, or an independent cannabis testing laboratory.

18.08.060 Carport

"Carport" means a structure not completely enclosed by walls for the shelter of automobiles.

18.08.061 Car Wash

“Car wash” means an establishment primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic, or by hand.

18.08.070 Clinic

"Clinic" means a building used for the diagnosis and treatment of ill, infirm and injured persons, but which building does not provide board, room or regular hospital care and services.

18.08.080 Club

"Club" means a building used, occupied and operated by an organized association of persons for social, fraternal, religious or patriotic purposes, whose activities are confined to the members and their guests, but shall not include any organization, group or association, the principal activity of which is to render a service usually and ordinarily carried on as a business.

18.08.090 Common Area

"Common area" means an area designed to serve two or more dwelling units or separate uses with convenient access to the area.

18.08.091 Combination of Buildings

"Combination of Buildings", for the purpose of determining total permitted square footage for a building(s) or property(s) means two or more buildings that are within 1,000 feet of each other as measured from the outside exterior walls of two of the buildings.

18.08.092 Commercial Complex

“Commercial complex” means two or more commercial uses on a single lot or adjacent lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or landscaping or which are approved as elements in an overall site plan under a conditional use or subdivision application.

18.08.093 Common Ownership or Management

"Common Ownership or Management" means owned, leased, possessed, managed or otherwise controlled, in any manner, directly or indirectly,

A. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or
B. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies) with respect to the retail businesses, or where the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies).

18.08.094 Community Development Director

"Community Development Director" means the individual appointed by the City Council who coordinates with City staff, departments, commissions and other governmental entities,on projects that deal with the planning, zoning and economic development of the City. The Community Development Director manages the Planning and Building Departments.

18.08.095 Complete Application

"Complete application" means when the applicant provides a land use application in a form that complies with the requirements of this title and applicable Heber City ordinances and pays all applicable fees.

18.08.100 Comprehensive or General Plan

"Comprehensive or General plan" means a coordinated plan, which has been prepared and adopted for the purpose of community policies guiding development, including, but not limited to, a plan or plans of land use, circulation, housing and public facilities and grounds.

18.08.110 Conditional Use

~~"Conditional use" means, generally, a use which requires approval of the planning commission, board of adjustment or city council before the zoning administrator may issue a permit therefor, such as uses which require individual consideration of surrounding conditions and circumstances to carry out the intent and purpose of the land use plan. It is also a use for which a conditional use permit is required by this title.~~

"Conditional Use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. It is also a use for which a conditional use permit is required by this title.

~~18.08.115 Flag Lot~~

~~18.08.120 Convalescent Home~~

~~For the definition of "convalescent home" see "Rest home."~~

18.08.120 Condominium

“Condominium” means the ownership of a single unit in a multi-unit project or structure together with an undivided interest in common in the common areas and facilities of the property.

~~18.08.130 Convenience Establishments~~

~~"Convenience establishments" means establishments which are designated and intended to serve the daily or frequent trade or service needs of surrounding population. Such establishments include grocery stores, variety stores, drugstores, coin-operated laundry and dry cleaning establishments, beauty shops, barbershops, or combination thereof, but do not include repair garages, automobile sale yards, clothing stores, or drive-ins where customers consume food on the premises outside of buildings.~~

18.08.135 Coop

"Coop" means a cage, pen, enclosure, or building for the sheltering of chickens.

18.08.136 Craftsman Industrial

“Craftsman Industrial” means light manufacturing uses occurring entirely within a building containing no more than 20,000 square feet. Such uses involve small scale fabrication, manufacturing, production, assembly and repair and have an accompanying retail component. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial uses do not include 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.

~~18.08.140 Court Apartment -- Dwelling Group~~

~~"Court apartment" or dwelling group" means one or more dwellings (other than mobile home parks), arranged around two or three sides of a court which opens onto a street, that may include single-family, two-family or multiple-family dwellings.~~

~~18.08.150 Curb Cut~~

~~"Curb cut" means a cut in the curbline for the passage of vehicles~~

~~18.08.153 Day Care Center~~

~~See Section 18.08.155, Day Care Facility.~~

18.08.155 Day Care ~~Facility~~ Center, Commercial

~~An agency, organization or individual, person or persons, corporation, association or entity, primarily engaged in the provision of care during the day for a group of children not related by blood or marriage to, or not the legal wards or foster children of, the attendant adult, with or without compensation, specifically:~~

~~A. "Family Day Care" means an agency, organization or individual, person or persons, corporation, association or entity, providing care during the day for not more than six persons (including children under the age of 12 who are members of the family housed at the family day care facilities) at one time.~~
~~B. "Mini-Day Care" means an agency, organization or individual, person or persons, corporation, association or entity, providing care during the day for not more than twelve persons (including children under the age of 12 who are members of the family housed at the mini-day care facilities) at one time.~~
~~C. "Day Care Center" means an agency, organization or individual, person or persons, corporation, association or entity, providing care during the day for thirteen or more people.~~

"Day Care Center, Commercial" means an establishment providing care and maintenance to eight (8) or more children at any one time of any age separated from their parents or guardians.

18.08.156 Day Care, Nonregistered Home

"Nonregistered home daycare" means a person who uses his/her principal place of residence to provide daycare for no more than six (6) children.

18.08.157 Day Care, Registered Home Day Care or Preschool

"Registered home daycare or preschool daycare" means the use of a principal place of residence to provide educational or daycare opportunities for children under age seven (7) in small groups. The group size at any given time shall not exceed eight (8), including the provider's own children under age seven (7).

18.08.160 Density

"Density" means density of population measured by the number of dwelling units per acre of land.

18.08.165 Development Agreement

"Development agreement" means a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land.

~~18.08.165 Repealed By Ord 2000-01~~

18.08.170 Drive-In Retail

"Drive-in retail" means any form of merchandising, serving, or dispensing of goods in which the customer is serviced while in his automobile.

18.08.180 Dwelling

As used in this title:

~~A. "Bachelor's dwelling" means a dwelling unit which is occupied by three or more non-related adults;~~
~~B. "Caretaker's dwelling" means a dwelling which is occupied by a person whose function it is to watch or take care of a business or industry which is located on the same premises as the dwelling;~~
~~C. "Dwelling unit" means one or more rooms in a building designed for living purposes, having one kitchen or set of cooking facilities, and an independent water closet and bathing facilities;~~
~~D. "Apartment" means a building containing three~~ two ~~or more separate dwelling units each of which is designed for or occupied by one family;~~
~~E. "One-family dwelling" means a building containing one dwelling unit which is designed for or occupied by one family;~~
~~F. "Cottage Home" shall be defined as a single family detached dwelling which has been modified to facilitate a side yard with a driveway to required rear parking.~~

A. "Dwelling" means any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent or trailer.
B. "Dwelling, condominium" means a dwelling whose ownership conforms with the definition of "condominium" herein.
C. "Dwelling, multiple unit" means a building or portion thereof designed for or used exclusively as a residence by two or more families, living independently of one another.
D. "Dwelling, single-family" means a building designed for or used exclusively as a residence by one family.
E. "Dwelling, townhouse" means an attached or semi-attached building containing a single dwelling unit and located on a parcel of land in one ownership and having any yard or court in common.

F. “Dwelling, twin home” means a building designed and used as a residence by two families and for which each dwelling unit and its lot may be owned separately from the other dwelling unit and lot.
G. “Dwelling, two-family” or “duplex” means a building designed for or used exclusively as a residence by two families, living independently of one another.
H. “Dwelling unit” means one room, or suite, or two or more rooms, designed for or used by one family for living and sleeping.

~~18.08.190 Environmental Impact Statement~~

~~"Environmental impact statement" means a statement prepared by an engineer, geologist, or other person qualified by training or experience, as determined by the planning commission, which indicates or describes the impact that the development will likely have on the natural features of the immediate area, and which describes the measures that will be taken to lessen the occurrence of adverse conditions. with respect to:~~

~~A. Control of erosion within the subdivided area;~~
~~B. Reseeding of cuts and fills;~~
~~C. Provision for potable water;~~
~~D. Disposition of any geologic hazards or soil conditions which may cause injury to persons or injury or damage to improvements which may be constructed in the development, such as buildings, water and sewer lines, and streets;~~
~~E. Provision for the proper disposal of solid and liquid wastes that will likely come from the occupants of the development when it is fully developed;~~
~~F. Prevention of the destruction of vegetation or else the establishment of new vegetation;~~
~~G. Prevention of the accumulation of weeds and debris;~~
~~H. Disposal of surface water and disposition of flood hazards.~~

18.08.200 Family

"Family" means an individual or two (2) or more persons related by blood, marriage, or adoption, living together as a single dwelling unit and maintaining a common household. Relation by blood, marriage, or adoption is limited to the children (including foster and custodial children) of the primary companion couple or individual residing within the dwelling, and the extended relations, which includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, uncles and aunts, brothers and sisters, first cousins and immediate nieces and nephews of the primary companion couple or individual residing within the dwelling. A "family" may include two, but not more than two, non-related persons living as guests with the residing family. The term "family" shall not be construed to mean a group of unrelated individuals, a fraternity, club, or institutional group. The number of extended relations and unrelated guests residing with the family shall be limited to a maximum of six (6) persons, and in no case shall the number of extended relations and unrelated guests exceed one per 600 square

feet of finished habitable floor space of the dwelling. Finished habitable floor space does not include a garage or any area that has been constructed without a building permit.

~~18.08.205 Family Day Care~~

~~See Section 18.08.155, Day Care Facility~~

18.08.207 Fence

“Fence” means a structure serving as an enclosure, barrier, or boundary, enclosing an area such as a garden, yard or field, and usually made of posts of timber, concrete, vinyl, or metal and connected by wire, netting, rails, or boards.

18.08.210 Fence -- Sight-Obscuring

"Sight-obscuring fence" means a fence having a height at least six feet above grade which permits vision through not more than ten percent of each square foot more than eight inches above ground.

18.08.220 Floor Area

The floor area of a building is the sum of the areas of the several floors of the building, including basements, mezzanines, and penthouses, of headroom height, measured from the exterior walls or from the centerline of walls separating buildings. This is commonly known as the building footprint. The floor area does not include unoccupied features such as pipe trenches, exterior terraces, or steps, chimneys, roof overhangs, etc.

18.08.230 Fractional Numbers Or Measurements

In determining the requirements of this title, whenever a fraction of a number or a unit is one-half or more, and whenever a fraction of a number or a unit resulting from a computation is one-half or more, said fraction shall be considered as a whole number or a unit, where the fraction is less than one-half, said fraction shall not be included.in determining requirements.

18.08.240 Garage -- Private

"Private garage" means a building or part thereof designed for the parking or temporary storage of automobiles of the occupants of the premises.

18.08.245 Garage, Public

“Garage, public” means any premises, other than a private garage, used for the parking or temporary storage of automobiles and available for use by the public.

18.08.250 Grade

~~"Grade" means:~~

~~A. For the buildings fronting on street only, the elevation of the sidewalk or centerline of street, whichever is higher, at right angles to the midpoint of the fronting a wall;~~
~~B. For the buildings fronting more than one street, the average of the elevation of the sidewalk or centerline of street, at right angles to the midpoint of the fronting walls;~~
~~C. For the buildings having no wall fronting the street, the average level of the sidewalk or centerline of surrounding streets, whichever is higher.~~

A. Grade, existing: The elevation of the surface of the ground, whether natural or altered, that exists prior to the excavation or grading under consideration or otherwise in question.
B. Grade, finish: The elevation of the finished surface of the ground.
C. Grade, natural: The elevation of the surface of the ground which has been created through the action of natural forces and has not resulted from manmade cuts, fills, excavation, grading or similar earthmoving processes. The topographic maps of the City shall be the primary, though not exclusive, reference for determination of natural grade. Natural grade shall be determined in every instance where necessary by the City Building Dept.

~~18.08.260 Guest~~

~~"Guest" means a person staying or receiving services for compensation at a hotel, motel, boardinghouse, roominghouse or rest home, or similar use.~~

18.08.260 Group Care Facility

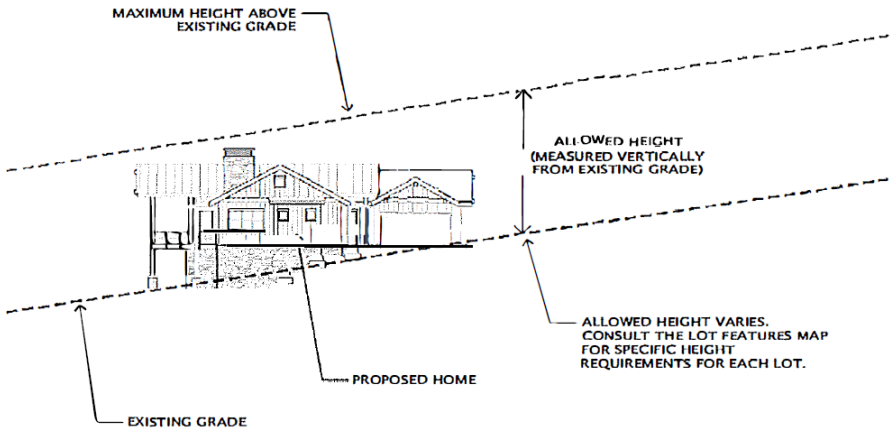
"Group Care Residential facility" means a home where a small number of unrelated people in need of care, support, or supervision can live together and is licensed by the state of Utah as such, and:

A. in which more than one person with a disability as defined in Federal Fair Housing law resides; and
B. which is licensed or certified by the Department of Health and Human Services under:
   1. Title 26B, Chapter 2, Part 1, Human Services Programs and Facilities; or
   2. Title 26B, Chapter 2, Part 2, Health Care Facility Licensing and Inspection.

18.08.270 Height Of Building

"Height of building" means the ~~vertical distance from the grade to top of the building walls. Where the building walls vary in height along a side, the height of the building shall be determined by multiplying the length of each section of said wall by its height and dividing the sum derived therefrom, by the total length of said wall.~~ the distance measured vertically from the highest point on a proposed or existing roof or eave (including but not limited to the roofing material, but excluding chimneys, pipes, HVACs, etc.) to the natural or finished grade (whichever is more restrictive) located directly below said point of the roof or eaves. Within any building footprint, height shall be measured vertically from any point on a proposed or existing roof (including but not limited to the roofing material) to the natural grade directly below said point on a proposed or existing roof.

The height of buildings shall be measured using the graphic below. The intent of the height guideline is to present a human-scaled roofscape, one which steps with the contours of the terrain and recalls the natural setting.



Submitted plans shall include:

- Roof ridgeline plan
- Existing topography shown below the roof areas
- Multiple spot locations shown on the roof plan stating roof elevation, existing grade elevation, finished grade elevation, and the differences in feet, rounded to the nearest 3" (0.25') from the roof elevation. The spot locations on the roof shall include roof peak ends, several in the center of the roof, and the maximum height points.

18.08.280 Home Occupation

"Home occupation" means any occupation conducted within a dwelling and carried on by persons residing in the dwelling.

18.08.283 Hospital

A health-care facility for care of ambulatory and non-ambulatory patients accommodating ten or more patients and which provides regular hospital care services.

18.08.285 Hotel

A facility offering transient lodging accommodations on a daily rate to the public and providing additional services, such as restaurants, meeting rooms, and recreational facilities.

18.08.286 Impact Fee

"Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act et seq.

18.08.290 Infrastructure Improvement

"Infrastructure improvement" means permanent infrastructure that is essential for the public health and safety or that:

A. is required for human occupation; and
B. an applicant must install:
    1. in accordance with published installation and inspection specifications for public improvements; and
    2. whether the improvement is public or private, as a condition of:
        a. recording a subdivision plat;
        b. obtaining a building permit; or
        c. development of a commercial, industrial, mixed use, condominium, or multifamily project.

18.08.29~~0~~ Junkyard

"Junkyard" means a place where scrap, waste, discarded, recycled, or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, or handled or stored, including auto wrecking yards, house wrecking yards, used lumberyards, and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building or where salvaged materials are kept incidental to manufacturing operations conducted on the premises. Salvage yard is included in this definition.

18.08.300 Kennel

"Kennel" means land or buildings used in the keeping of four or more dogs over four months old.

18.08.301 Land Use Applicant

"Land use applicant" means a property owner, or the property owner's designee, who submits a land use application regarding the property owner's land.

18.08.302 Land Use Application

"Land use application means"

A. an application that is:
    1. required by a municipality; and
    2. submitted by a land use applicant to obtain a land use decision; and
B. does not mean an application to enact, amend, or repeal a land use regulation.

18.08.305 Land Use Authority

"Land Use Authority" means a person, board, commission, agency, or other body designated by the local legislative body to act upon a land use application.

18.08.306 Land Use Decision

"Land use decision" means an administrative decision of a land use authority or appeal authority regarding:

A. a land use permit; or
B. a land use application.

18.08.307 Land Use Permit

"Land use permit" means a permit issued by a land use authority.

18.08.308 Land Use Regulation

"Land use regulation" means,

A. a legislative decision enacted by ordinance, law, code, map, resolution, specification, fee, or rule that governs the use or development of land;
B. includes the adoption or amendment of a zoning map or the text of the zoning code; and
C. does not include:
    1. a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or
    2. a temporary revision to an engineering specification that does not materially:
        a. increase a land use applicant's cost of development compared to the existing specification; or
        b. impact a land use applicant's use of land.

~~18.08.310 Land Use Plan~~

~~Use plan" means a plan adopted and maintained by the city council which shows how the land should be used. The land use plan is an element of the master plan.~~

18.08.320 Landscaping

"Landscaping" means some combination of planted trees, xeriscaping, shrubs, vines, ground cover, flowers, or lawns. In addition, the combination or design may include rocks and such structural features as fountains, pools, artworks, screens, walls, fences, or benches, but such objects alone shall not meet the requirements of this title. ~~The selected combination of objects for landscaping purposes shall be arranged in a harmonious manner as determined by the zoning administrator.~~

18.08.330 Large-Scale Development

~~"Large-scale development" means a development that contains two or more main buildings on a zoning lot and which development is planned and developed as a single entity.~~

18.08.335 Legislative Body

"Legislative body" means the Heber City Council.

18.08.340 Livestock Corral

"Livestock corral" means a place or pen where livestock are kept on a seasonal basis as part of an agricultural enterprise or operation as distinguished from a livestock feed yard.

~~18.08.350 Living Open Space~~

~~"Living open space" is that portion of the yards on a zoning lot which is not used by automotive vehicles, but reserved for outdoor living space, recreational space, and landscaping.~~

~~18.08.360 Lodging House~~

~~See "Rooming House".~~

18.08.370 Lot

"Lot" has the following means~~i~~ngs,

~~A. "Corner lot" means a lot situated at a junction of two public streets or situated on a curved street or way, the radius of which is thirty-five feet or less, and where the angle formed by the intersection of the tangent is one hundred five degrees or less;~~

~~B. "Interior lot" means a lot other than a corner lot;~~

~~C.~~ A. "Lot of record" means a lot designated on a subdivision plat or deed, duly recorded pursuant to statute in the county recorder's office. A lot of record may or may not coincide with a zoning lot;

~~D. "Zoning lot" means a parcel of land, composed of one or more recorded lots, occupied or to be occupied by a principal building or buildings or principal use or uses along with permitted accessory buildings or uses, meeting all the requirements for area, buildable area, frontage, width, yards, setbacks, and any other requirements set forth in this title.~~

B. “Lot, corner” means a lot abutting on two or more intersecting streets.

C. “Lot, double frontage lot” shall mean having a frontage on two parallel or approximately parallel streets. Said lots for purposes of this title shall have two street frontages and two front yards.

D. “Lot, flag” means a lot which meets all minimum size requirements for the zone in which it occurs, but which exists mostly behind another lot, and which has access to a dedicated street by recorded means.

18.08.375 LUDMA

“LUDMA” means the Municipal Land Use, Development and Management Act (LUDMA) found in Title 10, Chapter 9a of the Utah State Code.

18.08.380 Manufactured Home

"Manufactured or Modular home" means a dwelling unit which meets the building code for permanent structures designed to be transported after fabrication and which is ready for occupancy as an independent unit, except for connection to utilities and location on a foundation.

~~18.08.386 Mini-Day Care~~

~~See Section 18.08.155, Day Care Facility~~

18.08.390 Mobile Home

"Mobile home" means a vehicular or portable structure which is constructed for movement on the public highways, which has been constructed in accordance with the building code for mobile homes as adopted by the city, but which has not been demonstrated to conform to the requirements of the building code for other residences.

18.08.400 Mobile Home Park

"Mobile home park" means an area or tract of land used to accommodate two or more mobile homes.

18.08.410 Motel Or Motor Hotel

A building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and having parking adjacent to a sleeping room. An automobile court or a tourist court with more than one unit or a motor lodge shall be deemed a motel.

18.08.420 ~~Nonconforming Building~~ Noncomplying Structure

"Nonconforming ~~building~~ Structure" means a building, structure, or portion thereof, which does not conform to the regulations of this title applicable to the zone or district in which such building is situated but which was in existence on the effective date of the ordinance codified in this title.

18.08.430 Nonconforming Use

"Nonconforming use" means a use or premises which does not conform to the regulation of this title, but which was in existence in the effective date of the ordinance codified in this title.

~~18.08.440 Nursery School~~

~~An agency, organization or individual, person or persons, corporation, association, or entity, engaged primarily in educational work with preschool children not related by blood or marriage to, or not the legal wards or foster children of, the attendant adult, and in which no child is enrolled on a regular basis for more than four hours per day. Such a school when enrolling a child for more than four hours per day shall be deemed a day care facility.~~

18.08.440 Parcel.

"Parcel" means any real property that is not a lot.

18.08.450 Parking Space

"Parking space" means a space within a building or parking area, exclusive of driveways, ramps, columns, office and working area, for the parking of a motor vehicle, ~~not less than twenty feet in length and not less than eight and five-tenths feet in width.~~

18.08.460 Pasture

"Pasture" means an enclosure for animals in which no feed is provided except that which the animals obtain by grazing.

18.08.470 Planned Unit Development

"Planned unit development" means a tract of land which is planned and developed as a single entity wherein the requirements applying to all buildings and improvements are modified to conform to the approved plan.

18.08.480 Planting Plan

"Planting or Landscape plan" means a plan showing the location and dimensions of plants, irrigation equipment, curbs and other protective features around the edge of the planting beds and the location and species of plants to be planted.

~~18.08.485 Planted Vegetation~~

~~"Planted Vegetation" means living plants, not including weeds, added to a yard or landscape area, including existing trees.~~

18.08.485 Plat, Final

"Plat" means an instrument subdividing property into lots as depicted on a map or other graphical representation of lands that a licensed professional land surveyor makes and prepares in accordance with Section Utah Code 10-9a-603 or 57-8-13 et seq.

18.08.486 Plat, Preliminary

"Preliminary plat" means the initial formal plat of a proposed land division or subdivision showing information and features required by the provisions of this title.

18.08.490 Premises

"Premises" means a zoning lot together with buildings and structures located thereon.

~~18.08.500 Premises Occupation~~

~~"Premises occupation" means an occupation conducted on the premises outside of a dwelling, by persons residing on the premises.~~

18.08.510 Public Parks And Playgrounds

"Public parks" or "playgrounds" means a tract of land which is owned by the public and which has been partially or totally developed or designated for recreational purposes.

~~18.08.520 Rest Home -- Nursing Home -- Convalescent Home~~

~~"Rest home," "nursing home" or "convalescent home" means a building for the care and keeping of elderly or infirm people afflicted with infirmities or chronic illness.~~

18.08.530 Recreational Vehicle ~~-- Camper, Travel Trailer, Motor Home Or Vacation Vehicle~~

"Recreational vehicle," "camper," "travel trailer," "motor home" or vacation vehicle" means a vehicular unit, other than a mobile home, primarily designed as a temporary dwelling for travel, recreational and vacation use, which is either self-propelled or is mounted on or pulled by

another vehicle; including, but not limited to, a travel trailer having a width of eight feet or less and a length of thirty-two feet or less, a camping trailer having a width of eight feet or less and length of thirty-two feet or less, a truck camper, a motor home comprised of a self -propelled vehicle primarily designed as a temporary dwelling for travel, recreational use, and vacation use.

18.08.540 Recreational Vehicle Court ~~-- Vacation Vehicle Court~~

"Recreational vehicle court" or "vacation vehicle court" means an area or tract of land used to accommodate two or more recreational vehicles.

18.08.542 Retail Business

"Retail Business" means a business engaged in the sale of goods to individual consumers, usually in small quantities, and not to be placed in inventory for resale. A retail business does not include: (a) health centers, governmental uses, community centers, theaters, or religious or fraternal uses, or (b) a business where retail sales are an incidental or accessory use to the primary use. This definition shall not include churches, public schools, hospitals, public civic centers or public recreational facilities, or other facilities owned by, or operated strictly for the benefit of, the public.

18.08.543 Retail Establishment

"Retail Establishments", for the purposes of regulating large scale retail establishments (aka big boxes), means retail business or businesses, conducted in two or more buildings, where the retail business or businesses:

i. that are engaged in the selling of similar or related goods, wares or merchandise, and operate under common ownership or management, or
ii. share check stands, storage facilities, a warehouse, or a distribution facility, or
iii. otherwise operate as associated, integrated or co-operative business enterprises under common ownership or management.

~~18.08.545 Rooming House~~

~~A residential structure that provides lodging without meals, which is available for permanent occupancy only.~~

18.08.545 Retreat Lodge

“Retreat Lodge” means a building(s) containing short-term or long-term residential units, typically (but not required) as a condo-hotel along and accompanied by amenities such as dining, entertainment and conference facilities.

~~18.08.550 Salvage Yard~~

~~For the definition of "salvage yard" see "junkyard."~~

18.08.556 School, Private/ Charter

"School, Private, Charter " means any charter or private elementary, junior high, high school, college, university, or post-graduate school offering courses in general instruction at least four days per week and seven months per year. Excluded are specialty schools such as trade, dance, beauty, music, secretarial/business, and charm schools. "Charter school" does not include a therapeutic school.

18.08.560 Setback

"Setback" means the shortest distance between the property line and the foundation, wall, or main frame of the building.

18.08.565 Sexually Oriented Business

"Sexually oriented business" means any business for which a sexually oriented business license is required as an adult business, nude entertainment business, or as a seminude dancing bar, pursuant to the sexually oriented business licensing requirements in The Heber Municipal Code.

18.08.570 Signs

For definitions pertaining to signs, see Chapter 18.1043 of this title.

~~18.08.580 Special Exception -- Conditional Use~~

~~"Special exception" or "conditional use" means a use which is not specifically permitted in a zone, such as an industrial use in a residential zone, but which is permitted as a special exception to this title subject to compliance with conditions prescribed by the board of adjustment.~~

18.08.590 Street -- Major

"Major street" means one of the principal thoroughfares, as shown or designated on the major street plan.

18.08.600 Street -- Minor

"Minor street" means any street serving as the principal means of access to property, which street is not shown on the major street plan, as a principal thoroughfare.

18.08.610 Subdivision

~~"Subdivision" means the division of a tract or lot or parcel of land into two or more lots, plots, sites, or other division of land for the purpose, whether immediate or future, of sale or of building development.~~

"Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions. "Subdivision" includes:

A. the division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot; and
B. except as provided in Utah Code 10-9a-103 Subsection (65)(c) et seq, divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

18.08.615 Subdivision Amendment

“Subdivision amendment" means an amendment to a recorded subdivision in accordance with Utah Code Section 10-9a-608 et seq. that:

A. vacates all or a portion of the subdivision;
B. alters the outside boundary of the subdivision;
C. changes the number of lots within the subdivision;
D. alters a public right-of-way, a public easement, or public infrastructure within the subdivision; or
E. alters a common area or other common amenity within the subdivision.
F. "Subdivision amendment" does not include a lot line adjustment, between a single lot and an adjoining lot or parcel, that alters the outside boundary of the subdivision.

18.08.620 Variance

"Variance" means a waiver of specific regulations of this title ~~granted by the board of adjustments~~ in accordance with the provisions set forth in this title for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same zone.

18.08.625 Water Wise Landscaping

"Water wise landscaping" (aka Xeriscaping) means any or all of the following:

A. installation of plant materials suited to the microclimate and soil conditions that can:
   1. remain healthy with minimal irrigation once established; or
   2. be maintained without the use of overhead spray irrigation;
B. use of water for outdoor irrigation through proper and efficient irrigation design and water application; or
C. use of other landscape design features that:
   1. minimize the need of the landscape for supplemental water from irrigation; or
   2. reduce the landscape area dedicated to lawn or turf.

18.08.623 Weed

“Weed” means a wild plant that is undesired, in competition with cultivated plants, non-native, intrusive, or identified on a governmental noxious weed list.

~~18.08.625 Xeriscaping~~

~~“Xeriscaping” means a type of landscaping that utilizes drought-tolerant plants, mulch, and efficient irrigation.~~

18.08.630 Yard

"Yard" means an open space on the same lot with a building unoccupied or unobstructed from the ground upward, except as otherwise provided in this title:

A. "Front yard" means the minimum horizontal distance between the street front lot line and the front line of the building or any projection thereof, excluding non-enclosed steps. The main entrance (the main entrance shall not be an overhead garage door, door that enters the garage directly, or any similar door or entrance) to a single-family dwelling must be on the front side (side most parallel to the front lot line). On a corner lot, the front yard may be declared on either street. The address of a corner lot must be on the declared front;
B. "Rear yard" means an open, unoccupied space on the same lot as a building, measured from the rear line of the building (exclusive of steps), and the rear lot line, and extending for the entire width of the lot. In case of a corner lot, where the building facade faces on the side street, the rear yard may be established from the side of the house to the side property line;
C. "Required yard" means the open space around buildings which is required by the term of this title;
D. "Side yard" means a yard between the building and the side line of the lot and extending from the front yard to the rear yard.

~~18.08.640 Zeroscaping~~

~~“Zeroscaping” means at type of landscaping utilizing rocks, gravel, and hardscapes, without the use of vegetation.~~

18.08.645 Zoning Map

“Zoning map” means the zoning map or maps of Heber City, Utah, adopted as part of a land use ordinance, that depicts land use zones, or overlays.

18.08.650 Zoning Ordinance

"Zoning ordinance" means the land use and development ordinance of Heber City.

ORDINANCE NO. 2023-47

AN ORDINANCE AMENDING THE HEBER CITY CODE, CHAPTER 18.08 DEFINITIONS.

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapter 18.08 Definitions is hereby **Amended** and **Adopted** to read as follows:

Chapter 18.08 Definitions

Sections

18.08.000 Generally
18.08.001 Accessory Dwelling Unit, External
18.08.002 Accessory Dwelling Unit, Internal
18.08.003 Accessory Use or Building
18.08.004 Adjacent Landowner
18.08.005 Administrative Decision
18.08.006 Adversely affected party
18.08.007 Affected Area for Notice for Adoption or Modification of a Land Use Regulation
18.08.008 Affordable Housing Agreement
18.08.009 Affordable Housing Qualified Applicants
18.08.010 Agent
18.08.020 Agriculture
18.08.025 Agriculture, Intensive
18.08.035 Appeal Authority
18.08.036 Basement
18.08.037 Bed And Breakfast Home
18.08.040 Boarding House/Rooming House
18.08.050 Building
18.08.051 Buildable Area.
18.08.052 Cannabis Cultivation Facility
18.08.053 Cannabis Pharmacy
18.08.054 Cannabis Processing Facility
18.08.055 Cannabis Production Establishment
18.08.060 Carport
18.08.061 Car Wash
18.08.070 Clinic
18.08.080 Club
18.08.090 Common Area
18.08.091 Combination of Buildings
18.08.092 Commercial Complex
18.08.093 Common Ownership or Management
18.08.094 Community Development Director

18.08.095 Complete Application
18.08.100 Comprehensive or General Plan
18.08.110 Conditional Use
18.08.120 Condominium
18.08.135 Coop
18.08.136 Craftsman Industrial
18.08.155 Day Care Center, Commercial
18.08.156 Day Care, Nonregistered Home
18.08.157 Day Care, Registered Home Day Care or Preschool
18.08.160 Density
18.08.165 Development Agreement
18.08.170 Drive-In Retail
18.08.180 Dwelling
18.08.200 Family
18.08.207 Fence
18.08.210 Fence, Sight-Obscuring
18.08.220 Floor Area
18.08.230 Fractional Numbers or Measurements
18.08.240 Garage, Private
18.08.245 Garage, Public
18.08.250 Grade
18.08.260 Group Care Facility
18.08.270 Height of Building
18.08.280 Home Occupation
18.08.283 Hospital
18.08.285 Hotel
18.08.286 Impact Fee
18.08.287 Improvement Completion Assurance
18.08.288 Improvement Warranty
18.08.289 Improvement Warranty Period
18.08.290 Infrastructure Improvement
18.08.295 Junkyard
18.08.300 Kennel
18.08.301 Land Use Applicant
18.08.302 Land Use Application
18.08.305 Land Use Authority
18.08.306 Land Use Decision
18.08.307 Land Use Permit
18.08.308 Land Use Regulation
18.08.320 Landscaping
18.08.330 Large-Scale Development
18.08.335 Legislative Body
18.08.340 Livestock Corral
18.08.370 Lot
18.08.375 LUDMA
18.08.380 Manufactured Home

18.08.390 Mobile Home
18.08.400 Mobile Home Park
18.08.405 Moderate Income Housing
18.08.410 Motel or Motor Hotel
18.08.420 Noncomplying Structure
18.08.430 Nonconforming Use
18.08.435 Official Map
18.08.440 Parcel
18.08.450 Parking Space
18.08.460 Pasture
18.08.470 Planned Unit Development
18.08.480 Planting Plan
18.08.485 Plat, Final
18.08.486 Plat, Preliminary
18.08.490 Premises
18.08.510 Public Parks and Playgrounds
18.08.540 Recreational Vehicle Court
18.08.542 Retail Business
18.08.543 Retail Establishment
18.08.545 Retreat Lodge
18.08.556 School, Charter
18.08.557 School, Private
18.08.560 Setback
18.08.565 Sexually Oriented Business
18.08.570 Signs
18.08.590 Street -- Major
18.08.600 Street -- Minor
18.08.610 Subdivision
18.08.615 Subdivision Amendment
18.08.620 Variance
18.08.625 Water Wise Landscaping
18.08.623 Weed
18.08.625 Xeriscaping
18.08.630 Yard
18.08.645 Zoning Map
18.08.650 Zoning Ordinance

18.08.01 Generally

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this title. Words used in the present tense include the future, the singular number shall include the plural, and the plural, the singular; the word “building” shall include the word “structure”; the word “used” shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used; and the word “shall” is mandatory and not directory.

For the purposes of this title, certain terms and words are defined and are used in this title in that defined context. Any words in this title not defined in this chapter shall be as defined in “Black’s Law Dictionary”.

18.08.001 Accessory Dwelling Unit, External

“Accessory dwelling unit” means a secondary habitable living unit detached from a primary single-family dwelling and contained on one lot, pursuant to the standards and regulations found in this Title.

18.08.002 Accessory Dwelling Unit, Internal

"Internal accessory dwelling unit" means an accessory dwelling unit created:

A. within a primary dwelling;
B. within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and
C. for the purpose of offering a long-term rental of 30 consecutive days or longer.
D. “Primary dwelling" means a single-family dwelling that is detached and is occupied as the primary residence of the owner of record. "Primary dwelling" includes a garage if the garage is a habitable space and is connected to the primary dwelling by a common wall.

18.08.003 Accessory Use or Building

“Accessory use or building” means a use or structure subordinate to the principal use of a building or principal use on the same lot and serving a purpose customarily incidental to the use of the principal building or use. Garden sheds, garages, greenhouses, barns, external accessory dwelling units, and storage shelters are accessory buildings.

18.08.004 Adjacent Landowner

“Adjacent landowner” means any property owner of record, according to the records of the county recorder, whose property adjoins or abuts property proposed for subdivision, or any portion thereof.

18.08.005 Administrative Decision

“Administrative decision” means any final order, requirement, decision, determination or interpretation made by a land use authority in the administration or the enforcement of this title.

18.08.006 Adversely Affected Party

“Adversely Affected Party” means a person other than a land use applicant who: (1) owns real property adjoining the property that is the subject of a land use application or land use decision; or (2) will suffer a damage different in kind than, or an injury distinct from, that of the general community because of the land use decision.

18.08.007 Affected Area for Notice for Adoption or Modification of a Land Use Regulation

“Affected Area” for notice requirement of adoption or modification of a land use regulation shall be as follows:

A. Zoning Map amendment. Notice shall follow Class A notice and prescribed in Utah Code 63G-30-102 et seq.
B. Zoning District amendments or creation. One notice shall be provided to those real property owners within the specifically affected zoning district 10 days prior to the public hearing.
C. Zoning District Change request or “rezone”. One notice shall be provided to those real property owners within 300’ feet of the subject property 10 days prior to the public hearing.
D. Development Agreement adoption or modification that modifies the underlying zoning regulations. One notice shall be provided to those real property owners within 300’ feet of the subject property10 days prior to the public hearing.
E. Text amendments to the land use regulation that do not substantially amend or create new regulatory provisions. Notice shall follow Class A notice and prescribed in Utah Code 63G-30-102 et seq.

18.08.008 Affordable Housing Agreement

"Affordable Housing Agreement" means a legally binding agreement between a Developer and Heber City which ensures that the requirements of this ordinance are satisfied.

18.08.009 Affordable Housing Qualified Applicants

"Affordable Housing Qualified Applicants" means applicants for Affordable Units. Income for such applicants is limited to no more than 80% to 50% of average median family income for Wasatch County for Moderate Income Housing, and limited to 50 to 30% of average median family income for Wasatch County for Low Income Housing. Impoverished Income is less than the 30% of the average median family income. If all other requirements are equal, first preference shall be given to public service and health care employees employed within Wasatch County, including municipal, county, school district, state and federal employees. Second preference shall be given to applicants who reside elsewhere but are employed full-time in

Wasatch County. Third preference shall be given to applicants who neither work nor live in Wasatch County.

18.08.010 Agent

“Agent” or “owner” means any person who is legally authorized to act for the property owner.

18.08.020 Agriculture

"Agriculture" means the growing of soil crops in the customary manner in the open. It does not include livestock raising activities, nor does it include retailing of products on the premises.

18.08.025 Agriculture, Intensive

“Agriculture, intensive” means the raising of crops combined with industry or business, such as fruit packing plants, fur farms, animal hospitals, greenhouses, or similar uses.

18.08.035 Appeal Authority

“Appeal authority” means the person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or a variance.

18.08.036 Basement

“Basement” is defined by the adopted International Residential Building Code as a story that is not a *Story Above Grade Plane.*

18.08.037 Bed And Breakfast Home

Bed and Breakfast Home means an owner occupied single-family dwelling that contains not less than two and no more than eight guest rooms where lodging, with or without meals, is provided for compensation.

18.08.040 Boarding House/Rooming House

An establishment, with lodging, where meals are regularly prepared and served for compensation and where food is placed upon the table family style, without service or ordering of individual portions from a menu.

18.08.050 Building

"Building" means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

A. "Building line" means a line designated the minimum distance which buildings must set back from a street or lot line.
B. "Main building" means one or more of the principal buildings upon a lot.

18.08.051 Buildable Area.

“Buildable Area” means the portion of land located beyond the property boundary setbacks. The building pad is a rectangular area surrounded by common or limited common area.

18.08.052 Cannabis Cultivation Facility

"Cannabis cultivation facility" means a person that:

A. possesses cannabis;
B. grows or intends to grow cannabis; and
C. sells or intends to sell cannabis to a cannabis cultivation facility, a cannabis processing facility, or a medical cannabis research licensee.

18.08.053 Cannabis Pharmacy

“Cannabis pharmacy” means a business, licensed by the state of Utah, to distribute cannabis products by prescription for medical purposes.

18.08.054 Cannabis Processing Facility

“Cannabis processing facility” means a person that acquires or intends to acquire cannabis from a cannabis production establishment; possesses cannabis with the intent to manufacture a cannabis product; manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and sells or intends to sell a cannabis product to a medical cannabis pharmacy or a medical cannabis research licensee.

18.08.055 Cannabis Production Establishment

“Cannabis production establishment” means a cannabis cultivation facility, a cannabis processing facility, or an independent cannabis testing laboratory.

18.08.060 Carport

"Carport" means a structure not completely enclosed by walls for the shelter of automobiles.

18.08.061 Car Wash

“Car wash” means an establishment primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic, or by hand.

18.08.070 Clinic

"Clinic" means a building used for the diagnosis and treatment of ill, infirm and injured persons, but which building does not provide board, room or regular hospital care and services.

18.08.080 Club

"Club" means a building used, occupied and operated by an organized association of persons for social, fraternal, religious or patriotic purposes, whose activities are confined to the members and their guests, but shall not include any organization, group or association, the principal activity of which is to render a service usually and ordinarily carried on as a business.

18.08.090 Common Area

"Common area" means an area designed to serve two or more dwelling units or separate uses with convenient access to the area.

18.08.091 Combination of Commercial Buildings

"Combination of Buildings", for the purpose of determining total permitted square footage for a building(s) or property(s) means two or more buildings that are within 1,000 feet of each other as measured from the outside exterior walls of two of the buildings.

18.08.092 Commercial Complex

“Commercial complex” means two or more commercial uses on a single lot or adjacent lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or landscaping or which are approved as elements in an overall site plan under a conditional use or subdivision application.

18.08.093 Common Ownership or Management

"Common Ownership or Management" means owned, leased, possessed, managed or otherwise controlled, in any manner, directly or indirectly,

A. by the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or
B. by different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies) with respect to the retail businesses, or where the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies).

18.08.094 Community Development Director

“Community Development Director” means the individual appointed by the City Council who coordinates with City staff, departments, commissions and other governmental entities, on projects that deal with the planning, zoning and economic development of the City. The Community Development Director manages the Planning and Building Departments.

18.08.095 Complete Application

“Complete application” means when the applicant provides a land use application in a form that complies with the requirements of this title and applicable Heber City ordinances and pays all applicable fees.

18.08.100 Comprehensive or General Plan

"Comprehensive or General plan" means a coordinated plan, which has been prepared and adopted for the purpose of community policies guiding development, including, but not limited to, a plan or plans of land use, circulation, housing and public facilities and grounds.

18.08.110 Conditional Use

"Conditional Use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. It is also a use for which a conditional use permit is required by this title.

18.08.120 Condominium

“Condominium” means the ownership of a single unit in a multi-unit project or structure together with an undivided interest in common in the common areas and facilities of the property.

18.08.135 Coop

"Coop" means a cage, pen, enclosure, or building for the sheltering of chickens.

18.08.136 Craftsman Industrial

“Craftsman Industrial” means light manufacturing uses occurring entirely within a building containing no more than 20,000 square feet. Such uses involve small scale fabrication, manufacturing, production, assembly and repair and have an accompanying retail component. Resulting products are intended for end users and consumers rather than as intermediates for use by other industries. Craftsman Industrial uses do not include the processing of animal byproducts and livestock feed yards, steel manufacturing plants, concrete batch plants, oil refineries, wallboard manufacturing and similar establishments which emit offensive fumes, smoke, noise, dust, odor, etc.

18.08.155 Day Care Center, Commercial

“Day Care Center, Commercial” means an establishment providing care and maintenance to eight (8) or more children at any one time of any age separated from their parents or guardians.

18.08.156 Day Care, Nonregistered Home

"Nonregistered home daycare" means a person who uses his/her principal place of residence to provide daycare for no more than six (6) children.

18.08.157 Day Care, Registered Home Day Care or Preschool

"Registered home daycare or preschool daycare" means the use of a principal place of residence to provide educational or daycare opportunities for children under age seven (7) in small groups. The group size at any given time shall not exceed eight (8), including the provider's own children under age seven (7).

18.08.160 Density

"Density" means density of population measured by the number of dwelling units per acre of land.

18.08.165 Development Agreement

"Development agreement" means a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land.

18.08.170 Drive-In Retail

"Drive-in retail" means any form of merchandising, serving, or dispensing of goods in which the customer is serviced while in his automobile.

18.08.180 Dwelling

As used in this title:

A. “Dwelling” means any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent or trailer.
B. “Dwelling, condominium” means a dwelling whose ownership conforms with the definition of “condominium” herein.
C. “Dwelling, multiple unit” means a building or portion thereof designed for or used exclusively as a residence by two or more families, living independently of one another.
D. “Dwelling, single-family” means a building designed for or used exclusively as a residence by one family.
E. “Dwelling, townhouse” means an attached or semi-attached building containing a single dwelling unit and located on a parcel of land in one ownership and having any yard or court in common.
F. “Dwelling, twin home” means a building designed and used as a residence by two families and for which each dwelling unit and its lot may be owned separately from the other dwelling unit and lot.
G. “Dwelling, two-family” or “duplex” means a building designed for or used exclusively as a residence by two families, living independently of one another.
H. “Dwelling unit” means one room, or suite, or two or more rooms, designed for or used by one family for living and sleeping.

18.08.200 Family

"Family" means:

A. A core family. A core family means the primary companion couple or individual residing within the dwelling and their children (including foster and custodial children);
B. A core family plus up to four persons who are an extended relations provided that the number of adults (individuals who are eighteen years or older) shall not exceed one adult per 400 square feet of finished habitable floor space and the total number of individuals

shall not exceed one individual per 200 square feet of finished habitable floor space. Extended relations includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, uncles and aunts, brothers and sisters, first cousins and immediate nieces and nephews to the primary companion couple or individual residing within the dwelling;

C. A core family plus up to two persons living as guests with the core family provided that the number of adults (individuals who are eighteen years or older) shall not exceed one adult per 400 square feet of finished habitable floor space and the total number of individuals shall not exceed one individual per 200 square feet of finished habitable floor space; or

D. Up to four persons if any of the four persons are not related by blood, marriage, adoption, or legal guardianship.

The term "family" shall not be construed to mean a group of unrelated individuals, a fraternity, club, or institutional group.

18.08.207 Fence

“Fence” means a structure serving as an enclosure, barrier, or boundary, enclosing an area such as a garden, yard or field, and usually made of posts of timber, concrete, vinyl, or metal and connected by wire, netting, rails, or boards.

18.08.210 Fence -- Sight-Obscuring

"Sight-obscuring fence" means a fence having a height at least six feet above grade which permits vision through not more than ten percent of each square foot more than eight inches above ground.

18.08.220 Floor Area

The floor area of a building is the sum of the areas of the several floors of the building, including basements, mezzanines, and penthouses, of headroom height, measured from the exterior walls or from the centerline of walls separating buildings. This is commonly known as the building footprint. The floor area does not include unoccupied features such as pipe trenches, exterior terraces, or steps, chimneys, roof overhangs, etc.

18.08.230 Fractional Numbers or Measurements

In determining the requirements of this title, whenever a fraction of a number or a unit is one-half or more, and whenever a fraction of a number or a unit resulting from a computation is one-half or more, said fraction shall be considered as a whole number or a unit, where the fraction is less than one-half, said fraction shall not be included.in determining requirements.

18.08.240 Garage -- Private

"Private garage" means a building or part thereof designed for the parking or temporary storage of automobiles of the occupants of the premises.

18.08.245 Garage, Public

“Garage, public” means any premises, other than a private garage, used for the parking or temporary storage of automobiles and available for use by the public.

18.08.250 Grade

A. Grade, existing: The elevation of the surface of the ground, whether natural or altered, that exists prior to the excavation or grading under consideration or otherwise in question.
B. Grade, finish: The elevation of the finished surface of the ground.
C. Grade, natural: The elevation of the surface of the ground which has been created through the action of natural forces and has not resulted from manmade cuts, fills, excavation, grading or similar earthmoving processes. The topographic maps of the City shall be the primary, though not exclusive, reference for determination of natural grade. Natural grade shall be determined in every instance where necessary by the City Building Dept.

18.08.260 Group Care Facility

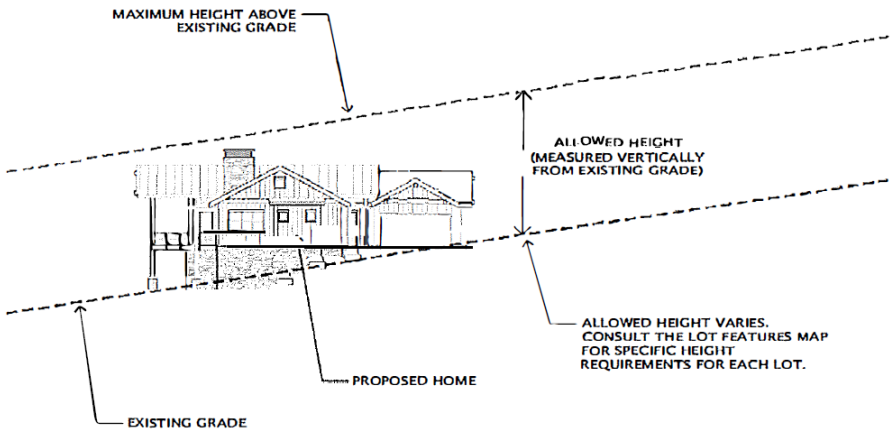
"Group Care Residential facility" means a home where a small number of unrelated people in need of care, support, or supervision can live together and is licensed by the state of Utah as such, and:

A. in which more than one person with a disability as defined in Federal Fair Housing law resides; and
B. which is licensed or certified by the Department of Health and Human Services under:
    1. Title 26B, Chapter 2, Part 1, Human Services Programs and Facilities; or
    2. Title 26B, Chapter 2, Part 2, Health Care Facility Licensing and Inspection.

18.08.270 Height of Building

"Height of building" means the greatest distance measured from any point on a proposed or existing roof or eave (but excluding chimneys, pipes, HVACs, etc.) to the natural grade located directly below said point of the roof or eaves. Within any building footprint, height shall be measured vertically from any point on a proposed or existing roof to the natural grade directly below said point on a proposed or existing roof.

The height of buildings shall be measured using the graphic below. The inten of the height guideline is to present a human-scaled roofscape, one which steps with the contours of the terrain and recalls the natural setting.



Submitted plans shall include:

- Roof ridgeline plan
- Existing topography shown below the roof areas
- Multiple spot locations shown on the roof plan stating roof elevation, existing grade elevation, finished grade elevation, and the differences in feet, rounded to the nearest 3" (0.25') from the roof elevation. The spot locations on the roof shall include roof peak ends, several in the center of the roof, and the maximum height points.

18.08.280 Home Occupation

"Home occupation" means any occupation conducted within a dwelling and carried on by persons residing in the dwelling.

18.08.283 Hospital

A health-care facility for care of ambulatory and non-ambulatory patients accommodating ten or more patients and which provides regular hospital care services.

18.08.285 Hotel

A facility offering transient lodging accommodations on a daily rate to the public and providing additional services, such as restaurants, meeting rooms, and recreational facilities.

18.08.286 Impact Fee

"Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act et seq.

18.08.290 Infrastructure Improvement

"Infrastructure improvement" means permanent infrastructure that is essential for the public health and safety or that:

A. is required for human occupation; and
B. an applicant must install:
    1. in accordance with published installation and inspection specifications for public improvements; and
    2. whether the improvement is public or private, as a condition of:
        a. recording a subdivision plat;
        b. obtaining a building permit; or
        c. development of a commercial, industrial, mixed use, condominium, or multifamily project.

18.08.290 Junkyard

"Junkyard" means a place where scrap, waste, discarded, recycled, or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, or handled or stored, including auto wrecking yards, house wrecking yards, used lumberyards, and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including such places where such uses are conducted entirely within a completely enclosed building or where salvaged materials are kept incidental to manufacturing operations conducted on the premises. Salvage yard is included in this definition.

18.08.300 Kennel

"Kennel" means land or buildings used in the keeping of four or more dogs over four months old.

18.08.301 Land Use Applicant

"Land use applicant" means a property owner, or the property owner's designee, who submits a land use application regarding the property owner's land.

18.08.302 Land Use Application

"Land use application means”

A. an application that is:
    1. required by a municipality; and
    2. submitted by a land use applicant to obtain a land use decision; and

B. does not mean an application to enact, amend, or repeal a land use regulation.

18.08.305 Land Use Authority

"Land Use Authority" means a person, board, commission, agency, or other body designated by the local legislative body to act upon a land use application.

18.08.306 Land Use Decision

"Land use decision" means an administrative decision of a land use authority or appeal authority regarding:

A. a land use permit; or
B. a land use application.

18.08.307 Land Use Permit

"Land use permit" means a permit issued by a land use authority.

18.08.308 Land Use Regulation

"Land use regulation" means,

A. a legislative decision enacted by ordinance, law, code, map, resolution, specification, fee, or rule that governs the use or development of land;
B. includes the adoption or amendment of a zoning map or the text of the zoning code; and
C. does not include:
    1. a land use decision of the legislative body acting as the land use authority, even if the decision is expressed in a resolution or ordinance; or
    2. a temporary revision to an engineering specification that does not materially:
        a. increase a land use applicant's cost of development compared to the existing specification; or
        b. impact a land use applicant's use of land.

18.08.320 Landscaping

"Landscaping" means some combination of planted trees, xeriscaping, shrubs, vines, ground cover, flowers, or lawns. In addition, the combination or design may include rocks and such structural features as fountains, pools, artworks, screens, walls, fences, or benches, but such objects alone shall not meet the requirements of this title.

18.08.335 Legislative Body

"Legislative body" means the Heber City Council.

18.08.340 Livestock Corral

"Livestock corral" means a place or pen where livestock are kept on a seasonal basis as part of an agricultural enterprise or operation as distinguished from a livestock feed yard.

18.08.370 Lot

"Lot" has the following meanings:

A. "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.
B. "Lot of record" means a lot designated on a subdivision plat or deed, duly recorded pursuant to statute in the county recorder's office. A lot of record may or may not coincide with a zoning lot;
C. “Lot, corner” means a lot abutting on two or more intersecting streets.
D. “Lot, double frontage lot” shall mean having a frontage on two parallel or approximately parallel streets. Said lots for purposes of this title shall have two street frontages and two front yards.
E. “Lot, flag” means a lot which meets all minimum size requirements for the zone in which it occurs, but which exists mostly behind another lot, and which has access to a dedicated street by recorded means.

18.08.375 LUDMA

“LUDMA” means the Municipal Land Use, Development and Management Act (LUDMA) found in Title 10, Chapter 9a of the Utah State Code.

18.08.380 Manufactured or Modular Home

"Manufactured or Modular home" means a dwelling unit which meets the building code for permanent structures designed to be transported after fabrication and which is ready for occupancy as an independent unit, except for connection to utilities and location on a foundation.

18.08.390 Mobile Home

"Mobile home" means a vehicular or portable structure which is constructed for movement on the public highways, which has been constructed in accordance with the building code for mobile homes as adopted by the city, but which has not been demonstrated to conform to the requirements of the building code for other residences.

18.08.400 Mobile Home Park

"Mobile home park" means an area or tract of land used to accommodate two or more mobile homes.

18.08.410 Motel or Motor Hotel

A building or group of detached or connected buildings designed or used primarily for providing sleeping accommodations for automobile travelers and having parking adjacent to a sleeping room. An automobile court or a tourist court with more than one unit or a motor lodge shall be deemed a motel.

18.08.420 Noncomplying Structure

"Nonconforming Structure" means a building, structure, or portion thereof, which does not conform to the regulations of this title applicable to the zone or district in which such building is situated but which was in existence on the effective date of the ordinance codified in this title.

18.08.430 Nonconforming Use

"Nonconforming use" means a use or premises which does not conform to the regulation of this title, but which was in existence in the effective date of the ordinance codified in this title.

18.08.435 Official Map

"Official map" means a map drawn by municipal authorities and recorded in a county recorder's office that:

A. shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;
B. provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and
C. has been adopted as an element of the municipality's general plan.

18.08.440 Parcel.

"Parcel" means any real property that is not a lot.

18.08.450 Parking Space

"Parking space" means a space within a building or parking area, exclusive of driveways, ramps, columns, office and working area, for the parking of a motor vehicle.

18.08.460 Pasture

"Pasture" means an enclosure for animals in which no feed is provided except that which the animals obtain by grazing.

18.08.470 Planned Unit Development

"Planned unit development" means a tract of land which is planned and developed as a single entity wherein the requirements applying to all buildings and improvements are modified to conform to the approved plan.

18.08.480 Planting Plan

"Planting or Landscape plan" means a plan showing the location and dimensions of plants, irrigation equipment, curbs and other protective features around the edge of the planting beds and the location and species of plants to be planted.

18.08.485 Plat, Final

"Plat" means an instrument subdividing property into lots as depicted on a map or other graphical representation of lands that a licensed professional land surveyor makes and prepares in accordance with Section Utah Code 10-9a-603 or 57-8-13 et seq.

18.08.486 Plat, Preliminary

“Preliminary plat” means the initial formal plat of a proposed land division or subdivision showing information and features required by the provisions of this title.

18.08.490 Premises

"Premises" means a zoning lot together with buildings and structures located thereon.

18.08.510 Public Parks and Playgrounds

"Public parks" or "playgrounds" means a tract of land which is owned by the public and which has been partially or totally developed or designated for recreational purposes.

18.08.530 Recreational Vehicle

"Recreational vehicle," "camper," "travel trailer," "motor home" or vacation vehicle" means a vehicular unit, other than a mobile home, primarily designed as a temporary dwelling for travel, recreational and vacation use, which is either self-propelled or is mounted on or pulled by another vehicle; including, but not limited to, a travel trailer having a width of eight feet or less and a length of thirty-two feet or less, a camping trailer having a width of eight feet or less and length of thirty-two feet or less, a truck camper, a motor home comprised of a self-propelled vehicle primarily designed as a temporary dwelling for travel, recreational use, and vacation use.

18.08.540 Recreational Vehicle Court

"Recreational vehicle court" or "vacation vehicle court" means an area or tract of land used to accommodate two or more recreational vehicles.

18.08.542 Retail Business

"Retail Business" means a business engaged in the sale of goods to individual consumers, usually in small quantities, and not to be placed in inventory for resale. A retail business does not include: (a) health centers, governmental uses, community centers, theaters, or religious or fraternal uses, or (b) a business where retail sales are an incidental or accessory use to the primary use. This definition shall not include churches, public schools, hospitals, public civic centers or public recreational facilities, or other facilities owned by, or operated strictly for the benefit of, the public.

18.08.543 Retail Establishment

"Retail Establishments", for the purposes of regulating large scale retail establishments (aka big boxes), means retail business or businesses, conducted in two or more buildings, where the retail business or businesses:

A. that are engaged in the selling of similar or related goods, wares or merchandise, and operate under common ownership or management, or
B. share check stands, storage facilities, a warehouse, or a distribution facility, or
C. otherwise operate as associated, integrated or co-operative business enterprises under common ownership or management.

18.08.545 Retreat Lodge

“Retreat Lodge” means a building(s) containing short-term or long-term residential units, typically (but not required) as a condo-hotel along and accompanied by amenities such as dining, entertainment and conference facilities.

18.08.556 School, Charter

“School, Charter” means any charter elementary, junior high, high school, college, university, or post-graduate school offering courses in general instruction at least four days per week and seven months per year. Excluded are specialty schools such as trade, dance, beauty, music, secretarial/business, and charm schools. “Charter school” does not include a therapeutic school.

18.08.557 School, Private

“School, Private” means any private elementary, junior high, high school, college, university, or post-graduate school offering courses in general instruction at least four days per week and seven months per year. Excluded are specialty schools such as trade, dance, beauty, music, secretarial/business, and charm schools.

18.08.560 Setback

"Setback" means the shortest distance between the property line and the foundation, wall, or main frame of the building.

18.08.565 Sexually Oriented Business

“Sexually oriented business” means any business for which a sexually oriented business license is required as an adult business, nude entertainment business, or as a seminude dancing bar, pursuant to the sexually oriented business licensing requirements in The Heber Municipal Code.

18.08.570 Signs

For definitions pertaining to signs, see Chapter 18.103 of this title.

18.08.590 Street -- Major

"Major street" means one of the principal thoroughfares, as shown or designated on the major street plan.

18.08.600 Street -- Minor

"Minor street" means any street serving as the principal means of access to property, which street is not shown on the major street plan, as a principal thoroughfare.

18.08.610 Subdivision

"Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions. "Subdivision" includes:

A. the division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot; and
B. except as provided in Utah Code 10-9a-103 Subsection (65)(c) et seq, divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

18.08.615 Subdivision Amendment

“Subdivision amendment" means an amendment to a recorded subdivision in accordance with Utah Code Section 10-9a-608 et seq. that:

A. vacates all or a portion of the subdivision;
B. alters the outside boundary of the subdivision;
C. changes the number of lots within the subdivision;
D. alters a public right-of-way, a public easement, or public infrastructure within the subdivision; or
E. alters a common area or other common amenity within the subdivision.
F. "Subdivision amendment" does not include a lot line adjustment, between a single lot and an adjoining lot or parcel, that alters the outside boundary of the subdivision.

18.08.620 Variance

"Variance" means a waiver of specific regulations of this title in accordance with the provisions set forth in this title for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same zone.

18.08.625 Water Wise Landscaping

"Water wise landscaping" (aka Xeriscaping) means any or all of the following:

A. installation of plant materials suited to the microclimate and soil conditions that can:
    1. remain healthy with minimal irrigation once established; or
    2. be maintained without the use of overhead spray irrigation;
B. use of water for outdoor irrigation through proper and efficient irrigation design and water application; or
C. use of other landscape design features that:
    1. minimize the need of the landscape for supplemental water from irrigation; or
    2. reduce the landscape area dedicated to lawn or turf.

18.08.623 Weed

“Weed” means a wild plant that is undesired, in competition with cultivated plants, non-native, intrusive, or identified on a governmental noxious weed list.

18.08.630 Yard

"Yard" means an open space on the same lot with a building unoccupied or unobstructed from the ground upward, except as otherwise provided in this title:

A. "Front yard" means the minimum horizontal distance between the street front lot line and the front line of the building or any projection thereof, excluding non-enclosed steps. The main entrance (the main entrance shall not be an overhead garage door, door that enters the garage directly, or any similar door or entrance) to a single-family dwelling must be on the front side (side most parallel to the front lot line). On a corner lot, the front yard may be declared on either street. The address of a corner lot must be on the declared front;
B. "Rear yard" means an open, unoccupied space on the same lot as a building, measured from the rear line of the building (exclusive of steps), and the rear lot line, and extending for the entire width of the lot. In case of a corner lot, where the building facade faces on the side street, the rear yard may be established from the side of the house to the side property line;
C. "Required yard" means the open space around buildings which is required by the term of this title;
D. "Side yard" means a yard between the building and the side line of the lot and extending from the front yard to the rear yard.

18.08.645 Zoning Map

“Zoning map” means the zoning map or maps of Heber City, Utah, adopted as part of a land use ordinance, that depicts land use zones, or overlays.

18.08.650 Zoning Ordinance

“Zoning ordinance” means the land use and development ordinance of Heber City.

This Ordinance shall take effect immediately upon approval.
PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN

Michael Johnston	_____	_____	_____	_____
Rachel Kahler	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: GAAP Financial Statement FY2023 Presentation
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

75 N Main Street
Heber City, UT 84032
Phone: 435-657-0757
Fax: 435-657-2543
heberut.gov

3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member:

EXHIBITS

None

Heber City Council Staff Report

MEETING DATE: 12/19/2023

SUBJECT: Public Hearing regarding Resolution 2023-23 for Fiscal Year 2023-2024 Budget Amendment followed by Council Consideration to Approve

RESPONSIBLE: Sara Nagel

DEPARTMENT: Finance

STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

Staff has determined that a fourth amendment to Fiscal Year 2022-2023 budget is required to address unanticipated expenditures.

RECOMMENDATION

Hold a Public Hearing on December 19, 2023, to consider an amendment to the FY 2024 annual budget and adopt Resolution 2023-23 amending the FY 2024 annual budget.

BACKGROUND

Periodically, the City needs to amend the budget to address items such as unanticipated expenditures, a change in department needs or procurement delays. This is the second amendment request in Fiscal Year 2024.

DISCUSSION

City staff determined there are unexpected expenditures that require consideration for a budget amendment.

The proposed amendment is fashioned to ensure that expenditures do not exceed budgeted resources. Provided below is a summary of the budget changes staff is recommending. Additionally, proposed resolution 2023-23 contains specific details of the amendment's impact on each fund.

General Fund (10)

Funding for the Heber Valley Railroad Trail Engineering Study
During the October 3, 2023 City Council meeting, Council approved the proposal for funding the engineering study for the Heber Valley Railroad Trail presented by Nancy O'Tooele of Mountainlands Association of Governments and Don Taylor of Wasatch County Trails Coordinator.
Requested Budget: $92,110.

Additional Full-time Police Officer
During the December 5 City Council meeting, Council approved the addition of one entry-level police officer. Staff requests $33,000 for wages, $10,000 for equipment setup (firearms, body armor, computer, etc. and $12,000 for new vehicle lease.
Requested: $55,000

Human Resource Recruiting Costs for Police Chief and Citywide Staff Needs
During the March 3, 2023 City Counil meeting, Council approved $5,000 for Police Chief recruitment costs. Total expenditures for the recruitment effort were $10,200. Finance created a separate HR Department budget for FY 2024. However, a separate line item for recruitment costs was not added until the City incurred Police Chief recruitment costs. Staff is requesting a budget amendment to cover the FY2024 portion of the recruitment effort ($9,000). Additionally, HR continues to have city-wide recruiting costs and needs additional funds for the remaining budget year ($5,000).
Requested: $14,000

Timekeeping Software
The City needs a mobile timekeeping app for employees that clock in for work during unusual hours and/or from remote areas. Currently, these employees rely on paper time sheets. The cost of the software would be offset by a reduction in admin time used to reconcile paper time sheets. The City's auditors recommended an automated solution to reduce the risk of errors inherent with paper time sheets.

Animal Control Sound Baffles
Animal Control received a $3,000 Maddie's Fund Grant for the purchase of Sound baffles for the indoor kennel area. Staff is requesting a $3,000 amendment for the purchase of the equipment which will be offset by the grant revenue.
Requested: $3,000

Snowplow Blades
Staff is requesting funds for annual purchase of snowplow blades that were inadvertently excluded from the original budget request.
Requested: $35,000

Calloway Light Removal Project
This project is consistent with the Council's 2023 dark sky budget priority. There are five streetlights along Callaway Drive that currently require maintenance or fixture replacement. At the request of the City Manager, and in compliance with the Public Works' Dark Sky Replacement Policy, crews will either remove midblock light poles (with homeowner approval) or retrofit the fixtures with approved dark sky compliant bulbs. This road is in a highly visible area as vehicles enter Heber City, and this

removal/retrofit will help to beautify that corridor.
Requested: $10,000

Capital Improvement Fund (42)

200 South Road Project Design
As part of the Main Street Park Bandshell design, City Council agreed to move forward with the 200 South Road Closure project. Staff is requesting funds for the design work for the project.
Requested: $25,500

Culinary Water Capital Improvement Fund (66)

600 South Main Street Water Main Replacement Project
This project replaced an old thin wall steel line that was in rough shape. Staff were able to acquire UDOT permits to get this replaced so the City did not have to worry about a water main breaking in the winter months. UDOT allowed the City to bore a new 8" HDPE line underneath HWY 40.
Requested: $18,000

Storm Water Fund (54)

Canal Easement Maintenance (Wasatch Canal & Center Creek Flood Channel)
This maintenance will be conducted within Heber City's easement, along the banks of the Lower Wasatch Canal and the Center Creek Flood Channel. During flood mitigation preparation this past spring, it became apparent that maintenance along and within City waterways had been neglected for some time. This project will remove overgrowth, brush, and noxious weeds along the canals. This is being done in conjunction with Heber City's Code Enforcement Officer's efforts to ensure that the sections of the canals which are privately maintained by property owners and HOAs, are held to the same standards.
Requested: $15,000

Canal Tree Removal
During flood mitigation preparation this past spring, it became apparent that maintenance along and within City waterways had been neglected for some time. This Fall, Public Works crews removed sediment, rocks, and debris from Heber City's canals. In one area of the Lower Wasatch, there were two willow trees growing within the banks, and blocking much of the capacity. Due to the size of these trees, a professional tree removal company is needed to complete this portion of the project.
Requested: $20,000

FISCAL IMPACT

General Fund (10)	$216,460.00
Capital Improvement Fund (42)	$25,500.00
Storm Water Fund (54)	$35,000.00
Culinary Water Capital Fund (66)	$18,000.00

CONCLUSION

Hold the Public Hearing regarding the proposed second budget amendment to the Fiscal Year 2024 Annual Budget and adopt Resolution 2023-23.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. EXHIBIT A Budget Amendment Resolution 2023-23

HEBER CITY, UTAH
RESOLUTION NO. 2023-23

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE HEBER CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024 (FY 2024).

WHEREAS, the Utah Uniform Fiscal Procedures Act provides for the legislative body an opportunity, at any time during the budget period, to review the individual budgets of the funds, to determine if the total of any of them should be increased (UCA ' 10-6-127); and

WHEREAS, Heber's City's financial manager has determined that a budget amendment impacting the City's General Fund (10), Capital Improvement Fund (42), Stormwater Fund (54), and Culinary Water Capital Fund; and

WHEREAS, the City properly advertised, as prescribed by state law (UCA ' 10-6-113), and held a Public Hearing on Tuesday, December 19, 2023, to garner input from the general public on the proposed FY 2024 budget amendment; and

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

The Heber City Budget for the fiscal year ending June 30, 2024, is hereby amended as set forth in the attached "Exhibit A," which is hereby incorporated into and made a part of this Resolution by reference.

ADOPTED AND PASSED by the City Council of Heber City, Utah this _____ day of _____, 2023, by the following vote:

	AYE	NAY
Council Member Mike Johnston	_____	_____
Council Member Rachel Kahler	_____	_____
Council Member Ryan Stack	_____	_____
Council Member Scott Phillips	_____	_____
Council Member Yvonne Barney	_____	_____

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

EXHIBIT "A"

General Fund (10)

Justification: To fund the engineering study for the Heber Valley Railroad Trail

Source:

Account Number	Account Name	Amount
106599	Trails, Arts, and Parks - Restricted Balance	$ 92,110.00
	Total	$ 92,110.00

Use:

Account Number	Account Name	Amount
106580	Trails, Arts, and Parks - Capital Projects	$ 92,110.00
	Total	$ 92,110.00

General Fund (10)

Justification: To fund additional full-time police officer.

Source:

Account Number	Account Name	Amount
103870	General Fund - Fund Surplus	$ 55,000.00
	Total	$ 55,000.00

Use:

Account Number	Account Name	Amount
105411	Police Department - Wages	$ 33,000.00
105474	Police Department - Equipment	$ 22,000.00
	Total	$ 55,000.00

General Fund (10)

Justification: To fund Human Resource Department recruiting budget.

Source:

Account Number	Account Name	Amount
103870	General Fund - Fund Surplus	$ 14,000.00
	Total	$ 14,000.00

Use:

Account Number	Account Name	Amount
104641	Human Resource - Recruiting	$ 14,000.00
	Total	$ 14,000.00

General Fund (10)

Justification: To fund timekeeping sofware.

Source:

Account Number	Account Name	Amount
103870	General Fund - Fund Surplus	$ 7,350.00
	Total	$ 7,350.00

Use:

Account Number	Account Name	Amount
104731	IT - Professional Services	$ 7,350.00
	Total	$ 7,350.00

General Fund (10)

Justification: To fund Animal Control Sound Baffles.

Source:

Account Number	Account Name	Amount
103312	General Fund - Miscellaneous Grants	$ 3,000.00
	Total	$ 3,000.00

Use:

Account Number	Account Name	Amount
105574	Animal Control - Equipment	$ 3,000.00
	Total	$ 3,000.00

General Fund (10)

Justification: To fund annual purchase of snowplow blades.

Source:

Account Number	Account Name	Amount
103870	General Fund - Fund Surplus	$ 35,000.00
	Total	$ 35,000.00

Use:

Account Number	Account Name	Amount
106074	Roads - Equipment	$ 35,000.00
	Total	$ 35,000.00

General Fund (10)

Justification: To fund calloway light removal project.

Source:

Account Number	Account Name	Amount
103870	General Fund - Fund Surplus	$ 10,000.00
	Total	$ 10,000.00

Use:

Account Number	Account Name	Amount
106074	Roads - Equipment	$ 10,000.00
	Total	$ 10,000.00

Capital Improvements Fund (42)

Justification: To fund 200 South Road project design.

Source:

Account Number	Account Name	Amount
423870	Capital Improvements Fund - Fund Surplus	$ 25,500.00
	Total	$ 25,500.00

Use:

Account Number	Account Name	Amount
424073	Capital Improvements Fund - Improvements	$ 25,500.00
	Total	$ 25,500.00

Culinary Water Capital Fund (66)

Justification: To fund 600 South Main Street Water Main Replacement Project.

Source:

Account Number	Account Name	Amount
663870	Culinary Water Capital Fund - Fund Surplus	$ 18,000.00
	Total	$ 18,000.00

Use:

Account Number	Account Name	Amount
664073	Culinary Water Capital Fund - Improvements Other than Bldgs	$ 18,000.00
	Total	$ 18,000.00

Storm Water Fund (54)

Justification: To fund canal easement maintenance (Wasatch Canal & Center Creek Flood Channel)

Source:

Account Number	Account Name	Amount
543870	Storm Water - Fund Surplus	$ 15,000.00
	Total	$ 15,000.00

Use:

Account Number	Account Name	Amount
544031	Storm Water - Professional Services	$ 15,000.00
	Total	$ 15,000.00

Storm Water Fund (54)

Justification: To fund canal tree removal

Source:

Account Number	Account Name	Amount
543870	Storm Water - Fund Surplus	$ 20,000.00
	Total	$ 20,000.00

Use:

Account Number	Account Name	Amount
544031	Storm Water - Professional Services	$ 20,000.00
	Total	$ 20,000.00

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: Ground Lease and Parking Agreement for Performing Arts Center
RESPONSIBLE: Matt Brower, Phil Jordan
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Vibrancy and Economic Development

SUMMARY

In March 2022 the Heber City Council adopted a Governing Document and Cooperative Agreements between Heber City and the Jordanelle Ridge Public Infrastructure Districts No.1 and 2 and Jordanelle Ridge, LLC. To comply with section IV of the Governing Document, the District Agreed to fund and construct the enhanced improvements as set forth in the Cooperative Agreements. Among other things, the Cooperative Agreement for District No. 2 includes an outdoor amphitheater, a donated site for a Community Arts Center, and supporting infrastructure.

The Wasatch County Arts Council (WCAC) intends to raise $60,000,000 +/- for a Community Arts Center to be located in the “Art District,” a 40 acre campus located northeast of Utah Valley University and within District No. 2.

In August 2022, the City Council approved a Term Sheet with the WAC that was intended to guide the drafting a real property lease agreement between Heber City and WAC. The lease agreement would provide for the lease of 4.4 acres to WAC who would in turn construct and manage the proposed $60,000,000 Community Arts Center. Building.

On December 2, 2023, the City Council reviewed a draft of the negotiated Ground Lease & Parking Agreement and Parking & Easement Agreement, offering some minor changes. These changes have been incorporated into the Agreement.

RECOMMENDATION

Approve the Ground Lease & Parking Agreement.

75 N Main Street
Heber City, UT 84032
Phone: 435-657-0757
Fax: 435-657-2543
heberut.gov

BACKGROUND

The Wasatch County Arts Council, a 501c(3) organization, has a shared vision with local arts groups to see Wasatch County become a premier destination for visual and performing arts. One of the driving goals is to build a facility that can house both the visual and performing arts groups and events that take place in the Heber Valley. WAC intends to raise $60,000,000 +/- for a Community Arts Center to be located in the "Art District," a 40 acre campus located northeast of Utah Valley University (UVU) and in PID District No. 2.

The Cooperative Agreement between Jordanelle Ridge Public Improvement District No. 2 and Heber City requires the District to build an outdoor amphitheater, donate 4.4 acre site for a Community Art Center Building, provide for public parking and backbone infrastructure, including major roads to the area, and build an enhanced park. It is the donated site that WAC intends to build their Community Arts Center Building.

In August '22 the Heber City Council approved the attached Term Sheet that provides for the lease of 4.4 acres of real property, within the 40 acre "Art District," to WAC for a future Community Arts Center. The Term Sheet contains the salient terms and conditions that were included in the negotiated Ground Lease and Parking Agreement.

On December 2, 2024, the City Council reviewed the Ground Lease & Parking Agreement and Parking & Easement Agreement. The following changes have been made to the Agreement, based on City Council consensus:
-Section 8C: Provided clarifying language regarding compliance with City land use regulations.
-Section 11: Provided clarifying language pertaining to the City's use of the Community Arts Center Building.
-Section 14E: Eliminated an unfinished sentence.

DISCUSSION

The adopted Term Sheet between the WAC and Heber City was used extensively to draft the proposed Ground Lease and Parking Agreement encompassing 4.4 acres of real property located in PID District #2 Art District. Essential terms included in the Lease Agreement are reviewed below:

Premises: City grants to WAC a license to enter onto the premises for purpose of constructing the Arts Center and a non-exclusive license and right to use the Arts District Improvements during term of lease.

Lease Term and Commencement: Initial term of 50 years, initiating on date of possession, with one (1) additional twenty-five (25) year term.

Possession: Subject to dedication of the property, City shall deliver 4.4 acres to WAC no later than the Possession Date (i.e. 60 days following transfer of property). City would lease the 4.4 acres to WAC for $1.00 as a means to help facilitate the development of a Community Arts Center. The

Center would provide tangible benefits to the public as the project has the potential to be one of the crowning achievements of the Valley as a collaborative and innovative way to secure the artistic heritage of the Heber Valley.

Termination: All rights and interests in the Property shall automatically revert back to City upon termination. WAC shall surrender and deliver up the Property, together with all improvements thereon, to the City.

Infrastructure: Infrastructure obligations are itemized in this section and are the responsibility of District No. 2 to construct as expressively delegated in the PID Governing Documents.

Recognition: WAC will recognize the City within the Building in a form commensurate with like donor contributions and proportional to the value of City Contribution.

Construction of Arts Center Building: WAC obligated to design and construct the Community Arts Center Building and any operating facilities, fixtures, equipment and improvements within the envelope of the Building. City agrees that the 4.4 acres shall be zoned to allow for construction and operation of the Arts Center. WAC will be required to begin construction of the Arts Center on the property not later than January 1, 2029 and shall complete construction within thirty-six months. Property shall revert to the City if WAC fails to meet said time lines.

Construction of Art District Improvements: All aspects of City responsibility for improvements is subject to the dedication of the Property to the City, The lease shall not terminate, due to improvements not being completed, unless funding, construction or operation of the Art Center is made impracticable via WAC judgement. If WAC does not terminate the Parties shall negotiate in good faith changes, if any, to the lease to accommodate unforeseen circumstances.

Use of Property: WAC shall secure and maintain all state, local and City required permits and licensing for the intended use of the Property, including but not limited to alcohol and beverage licensing. WAC shall use the property for the Permitted Use and for no other purpose without the prior written consent of the City. Should WAC fail to use the Property for the Permitted Use or abandon the Property for more than 120 consecutive calendar days, the property shall revert to the City at no cost to WAC, and this lease shall be null and void.

Scheduling Arts Center: WAC shall have and maintain sole and exclusive control over and management of operations and scheduling of the Arts Center. City may use Arts Center 20 total days per calendar year.

Maintenance and Repairs: WAC responsible for maintaining at its sole cost and expense the improvements beginning at the exterior envelope of the Arts Center.

Parking Agreement: Subject to the conveyance and dedication of the Property to the City, WAC and Heber City will enter into a separate Parking Agreement. Salient terms of the proposed Parking Agreement include the following:

1) Section 2 entitled Conditions: All obligations of the Parties shall be conditional upon the final

conveyance and dedication of the property to the City.

2) Section 4 entitled Provision of Arts Center Parking Improvements: The Parties acknowledge that funding for Art District Improvements is contingent upon the issuance of public bonds and outside the control of the Parties. The following improvements are to be completed subject to availability of funding:

a. 400 parking stalls
b. Adequate number of electric vehicle charging stations
c. Bus drop off area for four buses simultaneously
d. 20 stalls for back-of-house parking
e. Associated improvements such as parking lots, curb cuts, access drives, sidewalks, etc.

3) Section 5 entitled Construction of Other Parking Improvements: City shall use commercially reasonable efforts to ensure construction of other parking stalls and associated improvements in the Art District to be located within reasonable walking distance, and no greater than 1/8 of a mile from Arts Center.

4) Section 6 entitled Maintenance of Improvements: City shall have sole responsibility for operation, maintenance, repairing, improvement and replacement of Arts Center Parking Improvements and Other Parking Improvements.

5) Section 7 entitled Grant of Nonexclusive Use and Access Easement: The City is to convey to WAC a non-exclusive, non-revocable easement in “gross” for the following Improvements: parking stalls, parking lots, driveways, roads, sidewalks, etc. Further the right of access, ingress and egress to and from the Art District over and across reasonable routes.

6) Section 9 entitled Term: Term of Parking Agreement commences with recording of this Agreement and shall terminate concurrent with Land Lease.

Default: This section lays out the “events” that if exist can cause a default. This section also includes provisions for how a default can be cured and the timelines to do so.

Amphitheater: District No. 2 obligated to build the amphitheater. Facility shall be constructed adjacent to the Arts Center. Within 60 days of the lease execution, WAC shall submit a written proposal to the City for the operation and event programming of the amphitheater.

FISCAL IMPACT

The Ground Lease & Parking Agreement and the Parking & Easement Agreement are both drafted to acknowledge that funding for the construction of the Arts Center Building is the sole responsibility of WAC and the funding for the construction of the Arts Center Improvements (i.e. parking improvements) is subject to the issuing of public bonds that is outside the control of the Parties. The

primary financial obligations to the City includes responsibility for operation, maintenance, repairing, improvement, and replacement of Arts Center Parking Improvements after they are built. It is unknown at this time what the annual maintenance costs might be as design of such Improvements has not been completed.

CONCLUSION

The Ground Lease and Parking Agreement represents a profound opportunity for Heber Valley to benefit from a proposed Arts Center Building that will provide a world class venue for performing and visual arts. Heber City has no obligations to pay for Art District Improvements or Art District Building. Obligations are limited to conveying 4.4 acres of land to WAC and maintaining Art District Improvements. WAC assumes the obligation of raising funds to construct the Art District Building, while Jordanelle Ridge remains responsible for constructing Art Center Improvements.

ALTERNATIVES

1) Proceed forward as recommended.
2) Other direction.

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. A. 2.0 Ground Lease and Parking Agreement - Final
2. B. Parking Agreement (Community Arts Center Final)
3. C. Term Sheet - WCAC Heber City Theater Group
4. D. PID Cooperation Agreement
5. E. CC MOU Presentation
6. F. Enhanced Improvements for Districts 1 & 2
7. G. WAC PP

GROUND LEASE AND PARKING AGREEMENT

By and Between:

HEBER CITY CORPORATION
a political subdivision of the state of Utah
LANDLORD

and

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation and IRC 501(c)(3) charitable organization
TENANT

Effective December ___, 2023

SUMMARY OF BASIC LEASE TERMS

Capitalized terms, first appearing in quotations in this Summary of Basic Lease Terms, elsewhere in the Lease or any Exhibits, are definitions of such terms as used in the Lease and Exhibits and shall have the defined meaning whenever used.

1) "**Effective Date**":	December __, 2023
2) "**Commencement Date**":	The Date of Possession.
3) "**Date of Possession**":	No later than sixty (60) whole calendar days following transfer of Property from Jordanelle Ridge Development to the City and surveyed property boundaries, access roads, power and water connections for construction purposes, and land ready for construction and free from debris. If the transfer is not accomplished, this Lease shall be null and void.
4) "**Expiration Date**":	The last day of the "**Lease Term**": fifty (50) years beginning on the Date of Possession of the Property, subject to Tenant's right to renew the Lease one (1) additional twenty-five (25) year term.
5) "**PID 2**":	Jordanelle Ridge Public Infrastructure District No. 2 as approved by the City Council on or about March 1, 2022 at its regularly scheduled meeting and pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq*.
6) "**Lease Term**":	Fifty (50) whole calendar years following the Commencement Date.
7) "**Renewal Term**":	One additional successive twenty-five (25) whole calendar year period.
8) **"Property"**:	Approximately 4.4 acres of vacant real property located in the southwest area of the Arts District, as shown on Exhibit A attached hereto.
9) "**Landlord**":	Heber City Corporation
10) "**Landlord's Address**":	75 North Main Street, Heber City, UT 84032
11) "**Tenant**":	Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
12) "**Tenant's Address**":	475 N Main St Heber City, UT 84032
13) "**Rent**":	$1.00 per whole calendar year during the Lease Term and Renewal Term.
14) "**Permitted Use**":	For Tenant to design, construct, operate, and maintain a community arts center structure and related improvements ("**Arts Center**") within the Arts District as a public assembly for arts and culture to serve the citizens of the City and surrounding areas.
15) "**Arts District**":	

16) “**Abandon**”:	An area of land within PID 2 that will be dedicated to Landlord for use as an arts district, and which includes the Property. Tenant ceases operations at the Arts Center for more than one hundred and twenty (120) consecutive calendar days.

GROUND LEASE AND PARKING AGREEMENT

THIS GROUND LEASE AND PARKING AGREEMENT (the "**Lease**") is dated as of the Effective Date, by and between Landlord and Tenant. Landlord and Tenant are collectively referred to herein as the "**Parties**", and each a "**Party**".

RECITALS

WHEREAS, RE Investment Holdings, LLC ("**RIH**") owns large areas of real property located on the northeast side of the Heber Valley, which was recently annexed into the City and is also known as the Jordanelle Ridge Master Plan area ("**Jordanelle Ridge**"); and

WHEREAS, on or about June 24, 2020, the City and RIH signed a Development Agreement for the Upper Jordanelle Master Plan Community, which RIH later assigned to its affiliate JR, and JR is developing Jordanelle Ridge with assistance from Momentum Development Group, LLC ("**MDG**") (JR and MDG are collectively referred to herein as "**Jordanelle Ridge Development**" or "**JRD**"); and

WHEREAS, on or about March 1, 2022, at a regularly scheduled meeting of the City Council, Heber City Corporation ("**City**" or "**Landlord**") approved, pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq*., the creation of, and governing documents for, "Jordanelle Ridge Public Infrastructure Districts Nos. 1-5" (collectively, the "**PIDs**") as independent units of local government for the purpose of providing for the planning and construction of various public improvements within Jordanelle Ridge; and

WHEREAS, in connection with the approval, the City Council caused the City to execute certain documents governing the PIDs, including the "Governing Document for Jordanelle Ridge Public Infrastructure Districts Nos. 1-5" and the "Cooperation Agreement" (collectively, the "**PID Governing Documents**"); and

WHEREAS, pursuant to the PID Governing Documents and subject to the City's review and approval and subject to funding through public bonds, JRD is to make certain real property improvements within the PIDs, including, without limitation, the Arts District, and to convey the Arts District to the City; and

WHEREAS, pursuant to the PID Governing Documents and subject to the City's review and approval and available funding, JRD is responsible to construct certain items, improvements, and infrastructure within the Arts District, which improvements may include park landscaping, parking lot, road improvements, amphitheater, Timpanogos Trail improvements, retaining, grading, power, all common-use infrastructure, such as roads, driveways, parking stalls, sidewalks, water, sewer, landscaping, electric power, and other reasonably necessary common use improvements adjacent to and around the exterior of the Arts Center (collectively, the "**Arts District Improvements**"); and

WHEREAS, the Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council, a Utah non-profit corporation and IRC 501(c)(3) charitable organization ("**WAC**" or "**Tenant**"), is engaged in managing, supporting, and promoting arts and culture programs, including performing arts, within the City and surrounding areas and desires to design, construct, exclusively operate, and maintain an Arts Center within the Arts District; and

WHEREAS, the City desires to support community arts and culture programs and to provide land on which the Arts Center can be constructed to serve the community; and

WHEREAS, on or about August 2, 2022, the City Council approved a written Term Sheet between the Parties setting out the principal terms of the Parties' agreement regarding the Property and expressly contemplated the execution of this Lease.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are a material part of and incorporated into the Parties' agreement, and of the mutual benefits contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Landlord and Tenant for themselves and their successors and assigns, intending to be legally bound, agree as follows:

1. **Premises**. Subject to and upon the terms and conditions set forth herein, in consideration of Tenant's obligation to fund, design, construct, operate, and maintain the Arts Center and the City's obligation to maintain the Arts District Improvements, and subject to the further conditions herein including Tenant's obligations under Paragraph 9, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property more particularly shown on Exhibit A and incorporated herein by reference for all purposes. Landlord also hereby grants to Tenant (i) a license to enter onto the Property and, in substantial conformity with the Plans and Specifications (defined below), construct the Arts Center within an area in the Arts District, depicted on Exhibit B, and (ii) a non-exclusive license and right to use the Arts District Improvements, including parking spaces pursuant to the Parking Agreement as further described herein, during the Term of this Lease. This Lease is a ground lease only and shall constitute a binding agreement between the Parties effective as of the Effective Date.

(a) Description of the Property. The Parties acknowledge and agree that Exhibit A depicts an approximate location of the Property because the land within Arts District is not yet subdivided; thus, the Property has not yet been assigned a parcel or tax identification number. Once the Property receives a parcel or tax identification number, the Parties will supplement this Lease and/or Exhibit A with the identifying information and a metes-and-bound legal description.

(b) Conditions. Notwithstanding the foregoing anything to the contrary herein, all obligations of the Parties shall be expressly conditional upon JRD's final conveyance and dedication of the Property to the City. The City shall use all reasonable efforts to obtain dedication of the Property. Should JRD fail to convey and dedicate the Property to the City, this Lease and all the Parties' rights and obligations hereunder shall be null and void upon written notice by either Party.

(c) Condition of Property. WAC acknowledges that the Property is being conveyed to the City by JRD, and that JRD is responsible for all grading and improvements related to the Property. Accordingly, WAC agrees to the accept the Property "as is" with no warranties from the City with respect the grading, soils, or other conditions of the Property.

2. **Term and Commencement**. Unless terminated sooner as provided herein, the term of this Lease shall be for a period of fifty (50) whole calendar years beginning on the Commencement Date (subject to dedication of the Property to the City) and ending at 11:59 p.m. MST on the fiftieth (50th) anniversary of the Commencement Date. So long as Tenant is not in default of this Lease and the Lease Term is not terminated as provided herein, Tenant shall have the right in its sole discretion to renew this Lease for one (1) additional twenty-five (25) whole calendar year term upon the same terms and conditions. To exercise its right to renewal, Tenant must provide Landlord written notice of its intent to renew not less than 180 days prior to the expiration of the initial term. The Parties may mutually agree upon additional renewals. The original term and all renewals shall be collectively referred to herein as the "**Term**".

3. **Possession**.

(a) Landlord shall, subject to dedication of the Property to the City, deliver the Property to Tenant no later than the Possession Date. Possession need not include the completed Arts District Improvements.

(b) Landlord hereby grants to Tenant and its authorized agents, contractors, subcontractors, and employees a license to access and enter upon the Property, at Tenant's sole risk and expense, during ordinary business hours prior to the Possession Date, for the sole purpose of designing and constructing the Arts Center; provided, however, that (i) the provisions of this Lease shall apply during such early entry, and (ii) prior to any such entry, Tenant shall provide evidence that the insurance required under Paragraph 16 of this Lease is in place. This license shall include the right to cross over other real property owned or controlled by the City as may be necessary to access the Property.

4. **Termination.** If and when this Lease terminates or expires for any reason, all rights and interests in the Property conveyed by Landlord to Tenant shall automatically revert back to Landlord, and Tenant shall no longer have any rights or interests whatsoever in the Property. Tenant will at once surrender and deliver up the Property, together with all improvements thereon, to the City.

5. **Quiet Enjoyment.** Landlord represents and covenants that Tenant shall peaceably and quietly have, hold, and enjoy exclusive possession of the Property, all appurtenances belonging thereto, and all rights granted to Tenant by this Lease for the entire duration of the Term without any hindrance or interference by Landlord or any person acting by, through or under Landlord or deriving rights through the Landlord, including other users of the Arts District. Notwithstanding anything to the contrary in this Lease, Landlord hereby represents and covenants that promptly upon receipt of written notice from Tenant of a violation of Tenant's rights to quiet enjoyment of the Property under this Lease, Landlord shall take all reasonable actions necessary to restore Tenant's full rights to quiet enjoyment of the Property, as provided herein. In the event that Tenant's full rights have not been restored within thirty (30) days following Landlord's receipt of such notice, and notwithstanding anything to the contrary in this Lease, Tenant shall be entitled to exercise any and all remedies permitted under this Lease, including those pertaining to Landlord's default. The Parties acknowledge and agree that this covenant is essential to public assemblies, arts functions, and performances at the Arts Center.

6. **Consideration**. In addition to Rent, consideration for this Lease includes a contribution from the City to WAC equal to the fair market value of the lease value in excess of Rent (the "**City Contribution**"). To calculate the City Contribution, the Parties shall jointly obtain and pay for, prior to the execution of the lease, a commercial real estate appraisal of the fair market value of the Lease Term and Renewal Term to reflect on its books and records. Should JRD fail to convey and dedicate the Property to the City, no City Contribution will be deemed to have been made.

7. **Recognition.** WAC will recognize and reflect on its books and records the City Contribution as a contribution to WAC with associated tax benefits, if any. WAC shall provide recognition to the City within the Building (as defined below) in a form commensurate with like donor contributions and proportional to the value of the City Contribution and as reasonably agreed upon by the Parties. The Parties further agree that the City will be recognized at the Arts Center public entrances in a reasonable manner and that the Contribution will be deemed to have been made at the time of the execution of the Lease. Neither Party makes any representation or warranty as to the tax consequences of this transaction.

8. **Construction of the Arts Center Building**. WAC is solely responsible for the design and construction of the Arts Center structure and any ancillary maintenance and operating facilities, fixtures, equipment, and improvements within the envelope of the structure ("**the Building**").

(a) Subject to dedication of the Property to the City, the City agrees that the Property shall be zoned to allow design, construction, operation, and maintenance of the Arts Center.

(b) When they become available, Tenant shall attach to this Lease, as Exhibit B and incorporated herein by reference for all purposes, the approved plans and specifications (the "**Plans and**

Specifications") for the Arts Center, which shall include, without limitation, sketches and/or drawings showing substantially the location of the Arts Center on the Property and the layout of the Building.

(c) The Arts Center, including any future modifications or additions, shall be subject to all land use and zoning regulations and the same approval process as other substantially similar structures within the City's jurisdiction. As part of said approval, the City shall review design packages and the Plans and Specifications for the Building solely to require that they comply with City land use regulations. The City shall use its best efforts to cooperate with WAC in expediting and granting, as reasonably allowed by law, all permits, licenses, and approvals necessary for demolition, construction, occupancy, and operation of the Arts Center.

(d) WAC shall begin construction of the Arts Center on the Property no later than January 1, 2029 (the "**Construction Start Date**") and shall complete construction no later than thirty-six (36) months from the Construction Start Date, subject to dedication of the Property to the City, force majeure events, and the issuance of a necessary permits, licenses, and approvals. Tenant shall, through a contract with a reputable, licensed contractor or contractors, cause the development and construction of the Building to be carried out in substantial conformance with the Plans and Specifications and in a good and workmanlike manner using first class materials. Should WAC fail to commence construction by the Construction Start Date absent written consent by the City, the Property shall revert to the City at no cost to WAC, and this Lease shall be null and void without any further action by either Party.

(e) WAC shall be required to obtain standard payment and performance bonds to guarantee completion, and bonds shall be provided for each contractor before WAC begins construction work.

(f) The Parties shall cooperate in obtaining bonding by WAC to insure financing and completion of the Arts Center.

(g) WAC shall report to the City Council quarterly as to the general status of the construction of the Arts Center and shall, upon request of the City, make copies of construction management reports available to the City for review until construction is complete. As a courtesy, WAC shall allow the City to review and provide input on general design features of the Arts Center.

(h) The City may, at its option, void this Lease by written notice to WAC if WAC does not, within a reasonable time after a request from the City, provide written evidence that WAC has or, within a time certain, will have reasonably sufficient funds to substantially complete the Building as of the Construction Start Date. The City may, at its option, extend the Construction Start Date.

(i) From and after the conveyance and dedication of the Property from JRD to the City, the City hereby authorizes WAC to enter the Property for the purposes of performing investigations, inspections, tests, and studies of the Property.

9. **Construction of the Arts District Improvements**. The Parties acknowledge that the funding and construction of the Arts District Improvements is within the control of JRD, which is not a party to this Lease. Subject to dedication of the Property to the City, the City shall use commercially reasonable efforts to ensure the Arts District Improvements are designed and constructed consistent with the following standards:

(a) JRD's obligations under the PID Governing Documents, including delivery of the completed Arts District Improvements.

(b) All work on the Arts District Improvements to be performed through a contract with a reputable, licensed, and bonded contractor or contractors in conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials supported by an industry-standard warranty.

(c) The City shall, upon request, provide status reports of the construction of the Arts District Improvements to WAC and shall make copies of construction management reports available to WAC for review until completion.

(d) Completion of the Arts District Improvements no later than the date when the Arts Center opens to the public for business.

(e) Consistent with applicable codes and regulations, the City shall permit WAC to install and maintain reasonable signage in or about the Arts District, including, where applicable, freestanding pole or monument signs, obtained by and at the expense of Tenant, or such as Tenant shall deem satisfactory.

(f) Tenant and its customers and employees shall have full access of ingress and egress to, from and through the common drives and roads of the Arts District, and across adjoining properties owned or controlled by Landlord and/or its affiliates, subsidiaries, and entities with common control.

(g) If for any reason the Arts District Improvements cannot be or are not constructed in accordance with the above standards, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

10. **Use of the Property**.

(a) Subject to securing and maintaining all state, local, and City required permits and licenses for the intended uses of the Property, including but not limited to alcohol and beverage licensing, and subject to force majeure events, WAC shall continually use the Property for the Permitted Use and for no other purpose without the prior written consent of Landlord, in its sole discretion. Should WAC fail to use the Property for the Permitted Use or Abandon the Property, the Property shall revert to the City at no cost to WAC, and this Lease shall be null and void without any further action by either Party. Notwithstanding the foregoing, WAC shall remain obligated for liabilities, costs, and expenses incurred or arising before the date of reversion. Except as expressly provided herein, no other act, omission, or event of any kind shall result in a forfeiture of the Property or this Lease.

(b) Tenant shall act in accordance with and not violate any restrictions or covenants of record affecting the Property or the Building except that non-compliance with any such restrictions or covenants shall in no event result in a forfeiture of the Property or this Lease. Tenant shall not use or occupy the Property in violation of any applicable law, code, regulation, or ordinance, and shall immediately discontinue any use of the Premises that is declared by either any governmental authority having jurisdiction to be a violation of any such law, code, regulation, or ordinance. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Property, impose any duty upon Tenant or Landlord with respect to the Property or with respect to the use or occupancy thereof.

(c) Tenant shall not allow the Property to be used for any immoral, unlawful, or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Building.

(d) The Parties shall each comply, in all material respects, with all applicable laws, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any court, arbitrator or governmental authority and duly observed, in all material respects, all other requirements of government authorities including, without limitation, all statutes, rules, regulations and orders relating to environmental pollution, public and employee health and safety, and employee benefits, and comply with all material zoning ordinances and all regulations, and not initiate or acquiesce in any change in any such ordinances and regulations that is material to the construction, maintenance, and operation of the Arts Center.

(e) WAC shall have sole and exclusive responsibility for and discretion over all performance and service agreements with third parties relating to the Building and its operations including, but not limited to, concerts, events, ticket sales, marketing, concessions, alcoholic beverage service, cleaning, and maintenance.

11. **Scheduling of the Arts Center**. WAC shall have and maintain sole and exclusive control over and management of operations and scheduling of the Arts Center. In consideration of this Lease and the City Contribution, the Arts Center shall be available to the City for public use twenty (20) total days per calendar year across one of the assembly space(s) or room(s), as determined by the City, within the Arts Center. Each assembly space or room shall count separately as one "use" per day under the terms of this Paragraph 11, provided that use of the full Arts Center shall not count as more than two days. The City shall pay no rent for its public use of the Arts Center. The City shall pay actual costs for its use, including standard ticketing fees, labor, cleaning, equipment rental, security, and administrative services. The Parties will mutually agree upon an annual scheduling policy and procedure for public use of the Arts Center as provided in this Paragraph 11.

12. **Taxes**.

(a) During the Lease Term and Renewal Term, Tenant shall be solely responsible for and shall pay, as and when the same become due, any tax, assessment, license, fee, levy, penalty, or real property or other tax (collectively, "**Taxes**") with respect to the Building and its operation as contemplated herein.

(b) Tenant's ability to pay the Taxes shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year included in the commencement or expiration of the Lease Term and Renewal Term. With respect to any assessments that may be levied against or upon the Building or that under the law then enforced may be evidenced by improvement bonds or other bonds or may be paid in annual installments, only the amount of such annual installment (with the appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual taxes levied against the Building.

(c) Landlord shall be solely responsible for and shall pay, as and when the same become due, any Tax with respect to areas of the Property and its improvements on which the Building is not located.

13. **Utilities and Services**.

(a) As part of JRD's obligations with respect to Arts District Improvements, the City shall make commercially reasonable efforts to ensure that JRD installs utilities and services, including, without limitation, water, gas, electricity, internet access, sewer, and power, are brought to the Property as soon as reasonably practicable so as to not delay construction of the Arts Center.

(b) From and after the commencement of the Lease Term, WAC shall be solely responsible for and shall pay promptly all charges for water, gas, electricity, internet access, sewer, heat, light, power, telephone, refuse pickup, janitorial services, and other utilities, materials, and services (collectively, "**Utilities**") furnished directly to, or used by, Tenant within the Building during the Lease Term and Renewal Term, together with any Taxes thereon.

(c) WAC shall be responsible to pay all impact fees, connection fees, inspection fees and other required fees and charges related to the construction of the Building unless the City Council agrees to waive any fees or charges as part of a future contribution to WAC.

14. **Maintenance and Repairs**.

(a) From and after the Construction Start Date, except as expressly provided herein, WAC, at its own cost and expense, shall maintain, preserve, and protect the Building for the continued operation of the Arts Center and to keep the Building in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the Arts Center business may able to be properly and advantageously conducted at all times in accordance with prudent business management practices. Except as expressly provided herein, the City shall not be required to make any improvements, repairs, or alterations in or to the Building. WAC shall be permitted to make improvements to the Arts Center at its sole discretion.

(b) Subject to the conveyance and dedication of the Property to the City, the City shall, at its own cost and expense, maintain, preserve, and protect the Arts District Improvements beginning at point of the exterior envelope of the Building for the continued operation of the Arts Center and to keep the Arts District Improvements in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the Arts Center business may be able to be properly and advantageously conducted at all times in accordance with prudent business management practices. Except as expressly provided herein, WAC shall not be required to make any improvements, repairs, or alterations in or to the Arts District Improvements.

(c) Notwithstanding the foregoing, the use of parking spaces within the Arts District shall be governed by the Parking Agreement identified in Paragraph 15 below.

(d) Subject to the conveyance and dedication of the Property to the City, the City shall be solely responsible at its sole cost and expense for security for those areas in the Arts District outside the Property, which shall including reasonable measures (such a lighting, monitoring, and access control) to prevent violence, theft, vandalism, and other crimes against the person and property. WAC shall be solely responsible at its sole cost and expense for security within the Property, which shall include reasonable measures (such a lighting, monitoring, and access control) to prevent violence, theft, vandalism, and other crimes the person and property.

(e) WAC may make such alterations or additions to the Building at any time as WAC may desire. Such alterations or additions will be made in accordance with all applicable building codes and in a good workmanlike manner without cost to the City.

15. P**arking Agreement**.

(a) Subject to the conveyance and dedication of the Property to the City, the City and Tenant hereby agree to enter into a parking agreement addressing Tenant's use of the parking areas within the Arts District (the "**Parking Agreement**"). The Parking Agreement is attached hereto as Exhibit C and is incorporated herein by reference for all purposes.

(b) The covenants, conditions, restrictions, and other provisions relating to the Parking Agreement shall run with and be appurtenant to the Arts District, the Property, and areas defined in the Parking Agreement, and shall be binding upon the Parties' respective successors and assigns in title to all or any portion of the Arts District, the Property, and areas defined in the Parking Agreement during the Lease Term and Renewal Term.

16. **Insurance**.

(a) Prior to occupying any portion of the Building or performing work that creates a liability exposure for Tenant, Tenant will obtain, maintain, and keep in force the following policies of insurance:

(i) Commercial general liability insurance that insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Building and the Property. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Personal and Advertising Injury Liability	$1,000,000
Fire Damage Legal Liability	$100,000
Medical Payments	$5,000

This coverage shall be written on the most current ISO CGL form (or its equivalent), shall include contractual liability, premises-operations and products-completed operations and shall contain an exception to any pollution exclusion that insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

(ii) Business automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of $1,000,000 combined single limit per occurrence.

(iii) Employer's liability insurance in an amount not less than $1,000,000.

(iv) Workers' compensation insurance in accordance with Utah law.

(v) Umbrella/excess liability insurance, on an occurrence basis, that applies excess of the required commercial general liability, business automobile liability, and employer's liability policies with the following minimum limits:

Each Occurrence	$3,000,000
Annual Aggregate	$3,000,000

(vi) Property insurance "the equivalent of causes of loss – special form" including flood, earthquake, windstorm, theft, sprinkler leakage, and boiler and machinery coverage on all of Tenant's trade fixtures, furniture, inventory, and other personal property in the Building, and on any alterations, additions, or improvements made by Tenant upon the Building.

(b) From and after the Commencement Date, Landlord shall, at all times, provide, maintain, and keep in force the following policies of insurance:

(i) Insurance against loss or damage to the Arts District Improvements by fire and/or other risks of loss covered by insurance of a type known as "All Risk Replacement Cost Insurance with Agreed Amount Endorsement" in an amount not less than $1,000,000.00, including costs of debris removal of not more than $100,000.00, deductible from the loss payable for any casualty. Landlord shall not be obligated to insure any furniture, equipment, trade fixtures, machinery, goods, or supplies that Tenant may keep or maintain in the Building or any alteration, addition, or improvement that Tenant may make to the Building.

(ii) Comprehensive public liability insurance on a "recurrent basis" against claims for "personal injury" including, without limitation, bodily injury, death or property damage occurring on, in or about covering all areas of the Property and improvements thereto other than the Building, all such insurance to afford immediate minimum protection to the limit of $1,000,000.00 in a combined single limit coverage with a $1,000,000.00 liability umbrella with respect to personal injury or death to any one or more persons or damage to

property. Tenant shall be included as an additional insured on this commercial general liability insurance policy maintained by Landlord.

(c) All policies of insurance required by this Lease shall contain an endorsement or agreement by the insured that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant or Landlord which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deduction against Tenant or Landlord. All policies of insurance shall be on forms and shall contain endorsements acceptable to Tenant and Landlord. All policies of insurance shall be issued by companies satisfactory to Tenant and Landlord. Each Party shall furnish to the other a certificate and, upon request, an original copy of all policies of required insurance. At least twenty (20) days prior to the expiration of each policy, each Party shall furnish to the other Party evidence of payment of the premium and the re-issuance of the policy thereby continuing insurance in force as required by this Lease. All policies shall contain the provision that such policies will not be cancelled or materially amended, which term shall include any reduction in scope or limit of coverage, without at least thirty (30) days' prior written notice to both Landlord and Tenant. In the event either Party fails to provide, maintain, keep in force or deliver and furnish to the other Party the policies of insurance required by this Paragraph, the first Party, after thirty (30) days' prior written notice to the other Party, may procure such insurance and the other Party shall immediately repay the first Party for all premiums.

(d) Landlord, except to the extent Tenant's insurance covers loss to Landlord, and Tenant each hereby waive all rights of recovery against the other and the other's agents on account of loss or damage occasioned to such waiving Party to the extent that such loss or damage is insured or is required to be insured against under an insurance policy required by this Paragraph. Tenant shall, upon obtaining policies of insurance required hereunder, give notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Lease.

17. **Bonding**. The Parties shall cooperate with one another and with JRD in obtaining bonding to insure financing and completion of the Arts Center consistent with the terms of the PID Governing Documents.

18. **Indemnification**. The City is a governmental entity under the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.,* as amended (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts or omissions that are committed by it or by its agents, officials, or employees. Neither Party waives any claims or defenses otherwise available under the Act.

19. **Damage or Destruction**. In the event the Building is destroyed or damaged by fire or other insured casualty, and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Building, Tenant may repair the Building, if Tenant determines, in its sole discretion, that it is reasonable to do so. If Tenant determines not to repair the Building, either Party may, by written notice to the other, terminate this Lease as of the date of the occurrence of such damage.

20. **Eminent Domain**.

(a) Total Taking. If title to all of the Building or Property, or so much thereof, is taken for any public or quasi-public use under any statute or right of eminent domain, Tenant shall not be obligated to construct a similar Building; however, Tenant shall be entitled to its portion of the proceeds from such taking equal to the value of the Building and any other improvements funded by Tenant. Upon such an occurrence, this Lease shall automatically terminate.

(b) Partial Taking. If any part of the Building, including the parking area, is taken and, in Tenant's discretion, the remaining part is reasonably suitable for Tenant's continued occupancy Tenant may, in its sole discretion, and at its own cost and expense, redesign, redevelop, and reconstruct the Building so as to make

that portion of the Building not taken suitable for Tenant's continued operation and use; however, Tenant shall be entitled to its portion of the proceeds from such taking equal to the value of the Building and any other improvements funded by Tenant. If Tenant determines not to reconstruct the Building, either Party may, by written notice to the other, terminate this Lease as of the date of the occurrence of such taking.

(c) Stipulation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of such agreement or stipulation.

21. **Assignment and Subletting**.

(a) Tenant may not transfer or sell its license or tenancy in the Property or change its use of the Property without prior written consent of Landlord, which consent shall not be unreasonably, withheld, conditioned, or delayed.

(b) Either Party may transfer management of, maintenance, and operational control to a third party at any time with written consent of the other Party, which shall not be unreasonably withheld or delayed.

(c) Tenant shall not be entitled to assign or sublet all or a portion of its interest in the Property at any time without the consent of Landlord, provided that Landlord shall not unreasonably withhold, condition, or delay any assignment or sublease if the proposed assignment or sublease is consistent with the permitted use of the Property, which is to provide art or art related opportunities to the community.. No Landlord consent shall be required to rent or lease any internal portions of the Building, including, but not limited to, renting space for concessionaires or other vendors.

(d) Tenant shall be entitled to pledge its interest in the Building and Property with written consent of Landlord, which shall not be unreasonably withheld or delayed.

(e) Upon any assignment, sublease, or pledge, the assignor shall not be relieved of its obligations under this Lease and shall remain liable, jointly and severally and as a principal, and not as a guarantor or surety, under this Lease, to the same extent as though no assignment or sublease had been made. An assignment, sublease, or pledge shall not interfere with Tenant's right to renew this Lease.

22. **Default**.

(a) Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events shall occur ("**Event of Default**"):

(i) The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(ii) Tenant fails to observe, keep, perform, or cure within sixty (60) days after written notice by Landlord, any of the other material terms, covenants, agreements, or conditions contained in this Lease or those set forth in any other agreements or rules or regulations Tenant is obligated to observe or perform. In the

event such default reasonably could not be cured or corrected within such sixty (60)-day period, but is reasonably susceptible to cure or correction within one hundred twenty (120) days, then Tenant shall not be in default hereunder if Tenant commences the cure or correction of such default within fourteen (14) days after receiving such written notice from Landlord and diligently prosecutes the same to completion within one hundred twenty (120) days after commencing such cure or correction. Notice given under this Paragraph shall specify the alleged default and shall demand Tenant perform the provisions of this Lease within the applicable period of time or quit the Building. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in writing.

(b) Landlord's Default. Landlord shall not be deemed to be in default of the performance of any covenant, agreement or obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of notice by Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

(c) Because of the substantial investment by Tenant in the Building, these default provisions shall be interpreted liberally in favor of Tenant to avoid a forfeiture of the Lease.

(d) Notwithstanding anything in this Lease to the contrary, if Tenant defaults, before terminating this Lease for Tenant's default, Landlord shall use commercially reasonable efforts to mail or deliver a copy of any such notice to the holder of any first mortgage on the Tenant's interest in this Lease, by certified mail, return receipt requested or by national overnight courier with receipted delivery (i.e., FedEx, UPS), notified Landlord of the holder's mortgage and the address to which notices are to be sent ("**Tenant's Mortgagee**"). If Landlord has received a notice from a Tenant's Mortgagee pursuant to the preceding sentence, Landlord may presume that mortgagee is Tenant's Mortgagee until Landlord is furnished a certified copy of a recorded satisfaction of that mortgage. No notice of termination of this Lease by Landlord shall be effective until Tenant's Mortgagee shall have been furnished a copy of such notice by Landlord. In the event Tenant fails to cure any default by it under this Lease, Tenant's Mortgagee shall have, at its option, a period of thirty (30) days within which to remedy such default of Tenant or to cause such default to be remedied. In the event that Tenant's Mortgagee elects to cure any such default by Tenant, then Landlord shall accept such performance on the part of such Tenant's Mortgagee as though the same had been performed by Tenant, and for such purpose Landlord hereby authorizes any Tenant's Mortgagee to enter upon the Premises to the extent necessary to exercise any of Tenant's rights, powers and duties under this Lease. If, in the event of any default by Tenant which is reasonably capable of being cured by Tenant's Mortgagee, and Tenant's Mortgagee promptly commences and diligently pursues to cure the default, then Landlord will not terminate this Lease or cease to perform any of its obligations under this Lease so long as Tenant's Mortgagee is, with due diligence, actively engaged in the curing of such default. Further, if Tenant defaults, Landlord shall allow, without unreasonably withholding its consent, Tenant's Mortgagee to assign this Lease to a third party.

23. **Remedies**.

(a) Landlord's Remedies. Upon the occurrence of an Event of Default, then Landlord may exercise any remedy available in law or in equity.

(b) Tenant's Remedies. In the event of a default by Landlord in the performance of any covenant, agreement, or obligation to be performed by Landlord hereunder, which default is not cured as and when required, Tenant shall have the right, but not the obligation, to perform such covenant, agreement' or obligation on Landlord's behalf and seek reimbursement from Landlord for the actual costs of performing any such covenant, agreement, or obligation.

24. **Landlord's Covenants.** Subject to the conveyance and dedication of the Property to the City, Landlord covenants that (i) it has, or will have at the time of conveyance, good and marketable fee simple title to the Property free of all leases, tenancies, agreements, encumbrances, liens, restrictions, and defects in title affecting the rights granted Tenant in this Lease, (ii) to the best of Landlord's actual knowledge, there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted herein, (iii) Landlord has provided Tenant with any environmental reports or studies in its control or possession relative to the Premises, (iv) Landlord has not received any notices of violation of any environmental laws or ordinances with respect to the Premises and to the best of Landlord's knowledge, with no duty to investigate, the Premises are in full compliance with all applicable environmental laws and ordinances, and (v) to the best of Landlord's actual knowledge, there are no underground storage tanks or facilities, or Hazardous Materials currently or previously located on or under the Premises at the time of execution of this Lease; however, if there are any, Landlord, at Landlord's sole expense will ensure they will be properly removed and disposed of and that any contamination related thereto has been or will be assessed and remedied according to applicable laws, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities ("**Landlord's Remedial Obligations**"). Notwithstanding the above, Tenant shall be obligated to operate in accordance with any existing recorded agreements and environmental reports and acknowledges receipt of any such agreements.

25. **Environmental Obligations.** If Landlord shall, at any time after the execution of this Lease and subject to the conveyance and dedication of the Property to the City, be required to perform Landlord's Remedial Obligations, Landlord and Tenant shall enter into an agreement reasonably satisfactory to Tenant containing the following terms and conditions and such other terms and conditions as the parties shall mutually agree:

(a) Tenant shall provide Landlord reasonable access to the Property for the purpose of conducting Landlord's Remedial Obligations; provided that Landlord's Remedial Obligations shall be conducted by Landlord in a manner designed to cause the least possible interference with any ongoing construction by Tenant and the operation of its business;

(b) Landlord shall undertake Landlord's Remedial Obligations, including, without limitation, any and all investigations, remediation, and disposal of contaminated soil and/or groundwater (including any revealed as part of the Tenant's construction) at Landlord's sole cost and expense and in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances;

(c) Landlord shall properly repair and/or restore any damage to the Property as a result of Landlord's Remedial Obligations;

(d) Landlord shall indemnify Tenant in connection with Landlord's Remedial Obligations;

(e) Landlord and its agents and contractors shall maintain insurance coverage(s) reasonably acceptable to Tenant; and

(f) All reports and studies issued in connection with the performance of Landlord's Remedial Obligations shall be addressed to, and may be relied upon by, both Landlord and Tenant.

If Landlord shall fail to perform or pay for its obligations in accordance with this Section (collectively, the "Obligations"), Tenant may, at its option, perform or pay for the Obligations. If Tenant shall so elect, Tenant may withhold rent to the extent of expense incurred by Tenant in performing or paying for the Obligations.

26. **Liens**. Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate as Tenant hereby created, or any portion thereof, together with its right and interest in and to all Buildings and Improvements constructed by Tenant and its interest in any equipment located on the Property. Tenant shall not have the right to encumber the Landlord's fee ownership interest in the Property nor in the existing buildings located on the Property. If a mortgagee or trustee under a deed of trust shall notify the Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may

from time to time give or serve upon the Tenant under and pursuant to the terms and provisions of this Lease. Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to the Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to the Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by Tenant. No such mortgagee or trustee of the rights and interest of the Tenant hereunder shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of the Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

27. **Force Majeure**. In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of unanticipated acts of God (such as, but not limited to, fires, explosions, pandemics, earthquakes, drought, and floods); war and hostilities; rebellion, revolution, insurrection, or military or usurped power; and other unforeseeable circumstances beyond the control of either Party (such as, but not limited to, harsh weather conditions), or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **End of Term**. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property to Landlord. If Tenant remains in possession of all or any part of the Property after the expiration of the Term without the prior written consent of Landlord, such possession shall constitute a month-to-month tenancy only and subject to every term, condition, and covenant contained in this Lease.

29. **Notices**. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by a nationally recognized courier service and shall be deemed given the following day. All notices shall be addressed as follows:

TENANT:

Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
Attn: Phillip Jordan
475 N Main St.
Heber City, UT 84032

With a copy to (which shall not constitute notice):

Joshua D. Jewkes, Esq.
Gordon Law Group, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

LANDLORD:

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

Either party may change its address by notice given in accordance with this Paragraph.

30. **Amphitheater**. JRD is responsible for construction of a proposed amphitheater within the Arts District (the "Amphitheater"), which the Parties agree is an essential and conditional component of the Arts District. The City shall use commercially reasonable efforts to ensure the Amphitheater is constructed in close proximity to the Arts Center for ease and efficiencies of operations. Within sixty (60) days following execution of this Lease, WAC shall submit a written proposal to the City for operations and event programming / booking of the Amphitheater in a role as its exclusive service contractor. WAC has agreed to provide consulting services to JRD for reasonable compensation as the Amphitheater's operator advising in the design and construction of the Amphitheater to ensure that maximum efficiencies and harmony with the Arts Center are achieved.

31. **Recording**. This Lease shall not be filed for public record. However, upon request by either Party, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease that may be filed for record by either Party at any time after the execution of this Lease, setting forth the parties, description of the Property, Term, and any other provisions mutually agreed upon.

32. **Miscellaneous Provisions**.

(a) This Lease shall be governed by and construed in accordance with the laws of the state of Utah. Landlord and Tenant agree to submit any dispute arising hereunder to the exclusive jurisdiction of the Fourth Judicial District Court, Wasatch County, Utah. If any dispute arises between the Parties concerning enforcement or interpretation of this Lease or to seek damages for breach thereof or arising out of or relating to the Building or the Property, the prevailing party shall be entitled to reasonable attorney's fees and costs, through appeal. LANDLORD AND TENANT EACH AGREE TO, AND THEY HEREBY DO WAIVE, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE BUILDING AND THE PROPERTY AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

(b) Time is of the essence with respect to the performance of every provision of this Lease.

(c) The captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

(d) This Lease and Exhibits attached hereto and incorporated herein contain all the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, representation, or understanding, oral or written pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by an authorized representative of each of the Parties or their respective successors in interest.

(e) No waiver by a party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Lease Term or Renewal Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

(f) This Lease shall be binding upon, and inure to the benefit of the Parties, their heirs, successors, assigns, executors, and administrators.

(g) Tenant shall not operate on the Property, and shall not permit any other person to operate on the Property, any trade or business consisting (1) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or (2) farming, as that term is defined in Section 2032A(e)(5)(A) or (B) and Section 45D of the IRS Code, nor shall it enter into any sublease with a tenant that intends to operate any such trade or business on the Property. Tenant shall comply with the terms of any financing documents related to the Property and applicable to a lessee of the Property, including without limitation, all requirements relating to the operation of a "qualified business" under Section 45D of the IRS Code and the Treasury Regulations thereunder. Further, no recreational or medical marijuana may be grown or consumed on the Property or in the Building by Tenant or its employees, guests, or invitees.

(h) Should any mortgagee or beneficiary under a deed of trust require a modification of this Lease, which modification will not bring about any increased cost or expense to either Party or will not in any other way substantially change the rights and obligations of either Party hereunder, then and in such event, the Parties each agree that this Lease may be so modified.

(i) Each individual executing this Lease on behalf of an entity represents and warrants that (1) he/she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with its bylaws or operating agreements; (2) this Lease is binding upon said corporation or entity; and (3) a resolution to that effect in a form reasonably acceptable to the other Party shall be provided immediately upon request.

(j) Both Parties agree they have been advised to obtain, and given the opportunity to obtain, the advice of their own independent legal counsel with respect to this Lease, any related agreements, and the transactions contemplated hereunder. This Lease shall not be construed in favor of either Party.

(k) It is not the intention of Landlord or Tenant to create hereby an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the Parties hereto to create only a relationship of Landlord and Tenant.

(l) This Lease may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Electronic signatures shall be deemed originals.

33. **Brokerage**. No party has acted as, by or through a broker in the effectuation of this Lease, except as set out hereinafter. THE PARTIES AGREE TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM ALL DAMAGES, LIABILITY, AND EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) ARISING FROM ANY CLAIMS OR DEMANDS OF ANY OTHER BROKER OR BROKERS OR FINDERS FOR ANY COMMISSION ALLEGED TO BE DUE SUCH BROKER OR BROKERS OR FINDERS IN CONNECTION WITH THIS LEASE.

34. **Patriot Act Certification**. Tenant certifies that neither Tenant, nor any of its constituent partners, managers, members or shareholders, nor any beneficial owner of Tenant or any such partner, manager, member or shareholder, nor any other representative or affiliate of Tenant is a "Prohibited Person," defined as (a) a person, entity or nation named as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person pursuant to any law, order, rule or regulation that is enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), including, but not limited to, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"); (b) a person, entity or nation owned or controlled by, or acting on behalf of, any person, entity or nation named as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person pursuant to any law, order, rule or regulation that is enforced or administered by OFAC, including, but not

limited to, the Executive Order and the Patriot Act; (c) a person, entity or nation engaged directly or indirectly in any activity prohibited by any law, order, rule or regulation that is enforced or administered by OFAC, including, but not limited to, the Executive Order and the Patriot Act; (d) a person, entity or nation with whom the Landlord is prohibited from dealing or otherwise engaging in any transaction pursuant to any terrorism or money laundering law, including, but not limited to, the Executive Order and the Patriot Act; (e) a person, entity or nation that has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering; or (f) a person, entity or nation who is affiliated with any person, entity or nation who is described above in subparagraphs (a) through (e) above. Tenant agrees to indemnify and save Landlord, Landlord's representatives and Landlord's managing agent and mortgagee harmless against and from any and all claims, damages, losses, risks, liabilities and expenses, including attorneys' fees and costs, arising from or related to any breach of the foregoing certification.

35. **Approval by City Council**. The Parties agree that this Lease is subject to the express approval of the City Council. Should the City Council not approve, this Lease shall become null and void without further action by the Parties.

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[*remainder of page intentionally left blank*
signatures on following page]

IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

LANDLORD:

HEBER CITY CORPORATION,
a political subdivision of the state of Utah

By: _____
Name:
Title:

TENANT:

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation

By: _____
Name:
Title:

[*signature page to the Ground Lease and Parking Agreement – 1 of 1*]

EXHIBIT A

Property Location and Legal Description

Attached.

EXHIBIT B

Plans and Specifications

Attached.

EXHIBIT C

Parking Agreement

Attached.

When Recorded, Mail To:
Joshua D. Jewkes, Esq.
GORDON LAW GROUP, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

Parcel Nos.

PARKING AND EASEMENT AGREEMENT

THIS PARKING AND EASEMENT AGREEMENT (the "**Agreement**") is executed effective as of December , 2023 ("**Effective Date**") by and between HEBER CITY CORPORATION, a political subdivision of the state of Utah (the "**City**" or "**Grantor**") and WASATCH COUNTY ARTS COUNCIL, INC., DBA WASATCH ARTS COUNCIL, a Utah non-profit corporation ("**WAC**") in connection with that certain Ground Lease between the Parties of even date herewith. Landlord and Tenant are collectively referred to herein as the "**Parties**", and each a "**Party**".

RECITALS

WHEREAS, pursuant to its creation of "Jordanelle Ridge Public Infrastructure Districts Nos. 1-5" pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq*., the City anticipates it will receive fee title to approximately 4.4 acres of vacant real property located in the southwest area of the Arts District, as shown on Exhibit 1 attached hereto (the "**Property**"), which is located within PID 2, also known as the Arts District; and

WHEREAS, the City anticipates it will receive fee title to other adjoining and surrounding parcels within the Arts District (collectively, the "**Burdened Properties**") on which various improvements, including an amphitheater, are to be built; and

WHEREAS, WAC, as Tenant, has entered into a written Ground Lease for the Property of even date herewith (the "**Lease**"), to lease the Property from the City, as Landlord, for an initial term of fifty (50) years for the construction, operation, and maintenance of an Arts Center, conditional upon conveyance and dedication of the Property to the City; and

WHEREAS, the City is to use commercially reasonable efforts to ensure construction of certain Arts District Improvements outside of and surrounding the Arts Center for common use by the City and WAC, including, without limitation, roads, driveways, parking stalls, sidewalks, and landscaping; and

WHEREAS, in conjunction with the Lease and its operation of the Arts Center, WAC needs at least four hundred (400) well-maintained parking stalls available for first-priority use by the Art Center's patrons and additional parking stalls on a shared basis as a critical component of the Art Center's ability operate and succeed; and

WHEREAS, the Parties wish to allow the City and WAC patrons to jointly benefit from the parking that is currently or will (through construction of the Arts District Improvements) become available in the Arts District; and

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are a material part of and incorporated into the Parties' agreement, and of the mutual benefits contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Landlord and Tenant for themselves and their successors and assigns, intending to be legally bound, agree as follows:

1. **Incorporation of Lease Terms**. The terms of the Lease are incorporated herein by reference for all purposes. Any capitalized term not defined herein shall have the same meaning as in the Lease. In the event of a conflict between the Lease and this Agreement, the terms of this Agreement shall control for purposes of interpreting this Agreement only.

2. **Conditions**. Notwithstanding the foregoing anything to the contrary herein, all obligations of the Parties shall be expressly conditional upon the final conveyance and dedication of the Property to the City. The City shall use all reasonable efforts to obtain dedication of the Property. Should the Property or the Burdened Properties not be conveyed and dedicated to the City, this Agreement and all the Parties' rights and obligations hereunder shall be null and void upon written notice by either Party. This Agreement shall be not recorded unless and until the final conveyance and dedication of the Burdened Properties to the City.

3. **Identification of the Burdened Properties.** The Parties acknowledge and agree because the land within Arts District is not yet subdivided, the Burdened Properties have not been assigned a parcel or tax identification number and are not capable of being described legally. Once the Burdened Properties receive parcel or tax identification numbers and legal descriptions, and prior to recording this indenture, the Parties will attach a map and legal descriptions of the Burdened Properties as Exhibit 1 hereto and supply the corresponding parcel or tax identification numbers and a metes-and-bound legal description.

4. **Provision of Arts Center Parking Improvements**. The Parties acknowledge and agree that adequate parking and access to parking for the Arts Center and the surrounding facilities within the Arts District, including the amphitheater, are essential and conditional to the success of the Arts Center. The Parties further acknowledge that funding for the Arts District Improvements is contingent upon the issuance of public bonds and outside the direct control of the Parties. Therefore, as soon as reasonably practicable after receiving title to the Burdened Properties, and subject to the availability of funding, the City shall, consistent with its obligations under the PID Governing Documents, use commercially reasonable efforts to ensure the development and construction of the following preferred improvements adjacent to the Arts Center on the Burdened Properties: (a) no less than four hundred (400) parking stalls; (b) an adequate number of electric vehicle charging stations to be mutually agreed upon by the Parties; (c) bus drop-off areas for up to four (4) buses simultaneously; (d) twenty (20) stalls for "back-of-house" parking located immediately adjacent to the Building; and (e) associated improvements such as parking lots, curb cuts, access drives, sidewalks, and walkways consistent with prevailing industry standards for similar projects. The foregoing described improvements are collectively referred to herein as the "**Arts Center Parking Improvements**" and shall be for the first-priority use of WAC and its successors, assigns, sublessees, employees, vendors, guests, invitees, licensees, and customers when and as required by WAC (collectively, "**WAC Permitees**" or "**Grantee**") and shall be marked with clear signage. The Parties shall actively coordinate parking for competing events requiring the use of the Arts Center Parking Improvements so that the maximum public access to all events (including the Amphitheater) is reasonably achieved.

The City shall use commercially reasonable efforts to ensure the Arts Center Parking Improvements are constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials with adequate lighting, striping, and signage. Prior to construction, the City shall share with WAC the design, plans, and specifications for the Arts Center Parking Improvements, and the Parties shall reasonably cooperate with one another in designing and planning the WAC Parking Improvements to harmonize the Arts Center with the Arts Center Parking Improvements and surrounding facilities within the Arts District. The Arts Center Parking Improvements shall be complete no later than opening day of the Arts Center. The foregoing shall be constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials.

If for any reason the Arts Center Parking Improvements cannot be or are not constructed as described above, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

5. **Construction of Other Parking Improvements.** In addition to the Arts Center Parking Improvements, the City shall use commercially reasonable efforts to ensure construction of other parking stalls and associated improvements in the Arts District to be located within reasonable walking distance, and no greater than 1/8 of a mile, from the Arts Center, which stalls shall be available for use by the WAC Permitees on a shared basis ("**Other Parking Improvements**"). The City shall use commercially reasonable efforts to ensure the Other Parking Improvements are constructed in substantial conformance with the PID Governing Documents and in a good and workmanlike manner using first class materials. Should the Other Parking Improvements not be constructed as preferred above, this Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable thereby, in the reasonable judgment of WAC. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to this Lease to accommodate unforeseen circumstances.

6. **Maintenance of Improvements.** Subject to their completion and dedication to the City, the City shall have sole responsibility for operation, maintenance, repairing, improvement, and replacement of the Arts Center Parking Improvements and Other Parking Improvements, including, without limitation, maintenance, improvement or repair of the driveway surface, striping, signage, landscaping, lighting, and snow and ice removal. The City shall maintain said improvements at its expense in a safe, neat, and orderly condition, in good repair, free of noxious weeds, trash, rubbish, and other unsightly materials, neatly landscaped and trimmed, and the City shall undertake periodic inspections to ensure that the improvements are maintained in a safe, neat, and orderly manner and that the terms and conditions of this Agreement and the Easements are met.

7. **Grant of Nonexclusive Use and Access Easements.** The City, as Grantor, hereby conveys, declares, and establishes during the Term of the Lease (and any extension or renewal thereof) for the benefit of the WAC and the WAC Permittees, as Grantee, the following non-exclusive, non-revocable easements in gross (collectively, the "**Easements**"):

(a) To use the parking stalls, parking lots, driveways, roads, sidewalks, and similar improvements within the Arts District for purposes of parking and as a right of way for reasonable access, ingress, and egress to, from, upon, over, and across the Arts District.

(b) The further right of access, ingress, and egress to and from the Arts District over and across reasonable routes (driveways, roads, sidewalks) approved by the City on other parcels owned or controlled by the City in proximity to the Arts District on in order that Grantee might exercise the rights granted by this indenture.

8. **Easement In Gross**. The Easements granted herein is a commercial easement "in gross." Grantee shall not have the right to lease or otherwise permit the use of the Easements by any person or entity other than to

the WAC Permitees, nor shall Grantee assign any of the rights, privileges, duties, or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.

9. **Term**. The Easements, covenants, conditions, and restrictions contained in this Agreement shall be effective commencing recording of this Agreement and shall terminate concurrent with the termination or expiration of the Lease so long as used for the above-described purposes, unless this Agreement is modified, amended, cancelled, or terminated by an instrument in writing signed by Grantor and Grantee. The Easements shall terminate concurrent with the termination or expiration of the Lease.

10. **Recording**. Subject to the terms of Paragraph 2 above, the Parties shall cause this indenture to be recorded in the Office of the Wasatch County Recorder, state of Utah as soon as reasonably practicable after the Burdened Properties are conveyed and dedicated to the City.

11. **Declaration**. Grantor and Grantee hereby declare that the Easements shall inure to the benefit of Grantee and their legal representatives. Grantor hereby declares that the Burdened Properties shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the Easements and the terms and conditions set forth herein, which shall run with the land and shall be binding on all parties having or acquiring legal title or an equitable interest in the Burdened Properties or any portion thereof.

12. **Due Regard**. Grantee shall use the rights granted above with due regard to the rights of others and their use thereof and shall not use the Easements in any way that would impair the rights of Grantor or others to the use of the same.

13. **No Interference**. Grantor covenants and agrees to not at any time undertake any act, directly or indirectly or through a third party, to obstruct, make more difficult, or otherwise interfere with the reasonable use or intended use of the Easements described herein, including without limitation, ingress and egress.

14. **No Merger**. This Agreement and the Easements and rights declared and established herein are intended to remain separate from Grantor's fee simple interest in the Burdened Properties and shall not merge therewith.

15. **Reserved Rights**. Notwithstanding any of the foregoing covenants to the contrary, Grantor specifically reserves for itself, its officers, employees, tenants, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

(a) The right to enter, pass, and repass the Burdened Properties at any time, including the superior right to use any prior easement affecting the property described herein.

(b) All rights as owner of the Burdened Properties, including the right to use the Burdened Properties for all purposes not inconsistent with this Easement and Agreement.

(c) The right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the terms and conditions of this indenture.

(d) Unless expressly stated herein, the Easements granted herein are non-exclusive, and Grantor specifically reserves the right to grant additional easements in, over, under, and across the Easements for any purpose as Grantor deems necessary, in Grantor's sole discretion not inconsistent with this grant.

(e) Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the lands described herein.

16. **Indemnification**. The City is a governmental entity under the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.,* as amended (the "**Immunity Act**"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts or omissions that are committed by it or by its agents, officials, or employees. Neither Party waives any claims or defenses otherwise available under the Act.

17. **Force Majeure**. In the event that either Party shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, acts of God, or the act, failure to act, or default of the other Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay..

18. **Notices**. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by a nationally recognized courier service and shall be deemed given the following day. All notices shall be addressed as follows:

GRANTEE:

Wasatch County Arts Council, Inc., d/b/a Wasatch Arts Council
Attn: Phillip Jordan
475 N Main St.
Heber City, UT 84032

With a copy to (which shall not constitute notice):

Joshua D. Jewkes, Esq.
Gordon Law Group, P.C.
322 East Gateway Drive, Suite 201
Heber City, UT 84032

GRANTOR:

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

Either party may change its address by notice given in accordance with this Paragraph.

19. **Miscellaneous Provisions**.

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The City and WAC agree to submit any dispute arising hereunder to the exclusive jurisdiction of the Fourth Judicial District Court, Wasatch County, Utah. If any dispute arises between the Parties concerning enforcement or interpretation of this Agreement or to seek damages for breach thereof or arising out of or relating to the Building or Property, the prevailing party shall be entitled to reasonable attorney's fees and costs, through appeal. THE CITY AND WAC EACH AGREE TO, AND THEY HEREBY DO WAIVE, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE EASEMENTS, THE IMPROVEMENTS, THE BURDENED PROPERTIES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

(b) This Agreement and any Exhibits attached hereto and incorporated herein contain all the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement, representation, or understanding, oral or written pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by an authorized representative of each of the Parties or their respective successors in interest.

(c) No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by a party of the same or any other provision.

(d) This Agreement shall be binding upon, and inure to the benefit of the Parties, their heirs, successors, assigns, executors, and administrators.

(e) Each individual executing this Agreement on behalf of an entity represents and warrants that (1) he/she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with its bylaws or operating agreements; (2) this Agreement is binding upon said corporation or entity; and (3) a resolution to that effect in a form reasonably acceptable to the other Party shall be provided immediately upon request.

(f) Both Parties agree they have been advised to obtain, and given the opportunity to obtain, the advice of their own independent legal counsel with respect to this Agreement, any related agreements, and the transactions contemplated hereunder. This Agreement shall not be construed in favor of either Party.

(g) It is not the intention of either Party to create hereby an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the Parties hereto to create only a relationship of Grantor and Grantee.

(h) This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Electronic signatures shall be deemed originals.

20. **Approval by City Council**. The Parties agree that this Agreement is subject to the express approval of the City Council. Should the City Council not approve, this Agreement shall become null and void without further action by the Parties.

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[*remainder of page intentionally left blank*
Signatures and acknowledgements on following page]

IN WITNESS WHEREOF, the parties have duly executed this Parking Agreement effective as of the Effective Date first above written.

GRANTOR:

HEBER CITY CORPORATION,
a political subdivision of the state of Utah

By: _____
Name:
Title:

Acknowledgement:

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

On _____ ___, 20__, personally appeared before me, _____, who duly acknowledged to me that he/she had executed this Parking Agreement in his/her capacity as _____ of Heber City Corporation.

_____
NOTARY

SEAL:

[*signature page to the Parking Agreement – 1 of 2*]

GRANTEE:

WASATCH COUNTY ARTS COUNCIL, INC.,
DBA WASATCH ARTS COUNCIL
a Utah non-profit corporation

By: _____
Name:
Title:

Acknowledgement:

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

On _____ ___, 20__, personally appeared before me, _____, who duly acknowledged to me that he/she had executed this Parking Agreement in his/her capacity as _____ of Heber City Corporation.

_____
NOTARY

SEAL:

[*signature page to the Parking Agreement – 2 of 2*]

EXHIBIT 1

Map and Description of the Burden Properties

Attached.

TERM SHEET
Between Wasatch County Arts Council and Heber City Corporation
Regarding the Ground Lease of Real Property in PID No. 2
for Community Arts Center
August 2022

Scope

Wasatch County Arts Council, Inc., DBA Wasatch Arts Council, a Utah non-profit corporation and IRC 501(c)(3) charitable organization, or its designee(s) ("**WAC**") and Heber City Corporation, a political subdivision of the state of Utah, or its designee(s) (the "**City**") enter into this term sheet (the **"Term Sheet"**) setting forth the terms of an agreement for the ground leasing and improvement of certain real property on which a community arts center structure and related improvements (the "**Arts Center**") is to be constructed within Jordanelle Ridge Public Infrastructure District No. 2 ("**PID 2**") approved by the City (collectively, the "**Lease**"). The parties hereto acknowledge and agree that they have reached agreement on the essential terms of an anticipated Lease subject to approval by the City Council. The parties shall agree to the terms of a written ground lease, parking agreement, and/or other related documentation customary for transactions of this type (collectively, the "**Lease Documents**") that contain (among other things) customary representations, warranties, and indemnities. The parties will use reasonable efforts to negotiate and execute the Lease Documents promptly following the date of this Term Sheet.

Essential Terms

PID Background:	On March 1, 2022, at regularly scheduled meeting of the City Council, the City approved pursuant to the Public Infrastructure District Act, Utah Code §§ 17D-4-101 *et seq*. the creation of, and governing documents for, "Jordanelle Ridge Public Infrastructure Districts Nos. 1-5" ("**PIDs**") as independent units of local government for the purpose of providing for the planning and construction of various public improvements. In connection with the approval, the Council has caused the City to execute certain documents governing the PIDs including the "Governing Document for Jordanelle Ridge Public Infrastructure Districts Nos. 1-5" and the "Cooperation Agreement" attached thereto (collectively, "**PID Governing Documents**"). The land on which the PIDs will exist is currently owned by Jordanelle Ridge Development ("**JRD**") and, pursuant to the PID governing documents, JRD is required to improve the land and convey it to the City.
Property Identification:	Approximately 4.4 acres of real property located in the southwest area of PID 2 (the "**Property**"). A map showing the approximate location of the Property is attached hereto as Exhibit A and incorporated herein by reference. The land within PID #2 is not yet subdivided, so the Property has not been assigned a parcel or tax identification number. PID 2 is referred to herein as the "**Arts District**".
Purpose:	The Arts Center to be designed, constructed, and operated exclusively by WAC within the Arts District as a public assembly for arts and culture to

serve the citizens of the City and surrounding areas. WAC is in the process of raising funds to construct the Arts Center, which has not yet been designed and engineered.

Parties: The City as lessor, and WAC as lessee.

Lease Term: For a period of fifty (50) years beginning on the date of possession of the Property. Provided WAC is not in default, WAC may renew the lease at its sole option for one (1) additional twenty-five (25) year term upon the same terms and conditions. The parties may agree upon additional renewals. At the end of the Term and any renewals, WAC will at once surrender and deliver up the Property, together with all improvements thereon, to the City should certain conditions be met. The City agrees to cooperate in good faith with WAC in the event the foregoing terms need to be adjusted to accommodate reasonable restrictions imposed or demanded by donors to the Arts Center.

Rent: During the Lease Term and all renewals, WAC shall pay the City total rent of $1.00. No escalation or other adjustments through the Term and any renewals.

Contribution: The City shall obtain a commercial real estate appraisal of the value for the term of the Lease and any agreed renewals, and the City shall receive the lease value, as agreed upon by the parties, as compensation from WAC on its books and records but also simultaneously recognize and reflect the same amount as a contribution to WAC with associated tax benefits, if any, commensurate with such recognition of other donors to the Arts Center. The parties will mutually decide when the contribution will be deemed to have been made. Neither party makes any representation or warranty as to the tax consequences of this transaction. WAC shall reimburse the City for half the reasonable cost of the appraisal.

Infrastructure: Subject to the PID Governing Documents and the City's review and approval, the City shall be responsible only to construct and/or maintain those items, improvements, and infrastructure expressly delegated to the City in the PID Governing Documents as it relates to PID 2. As listed in the PID Governing Documents, these include: Park Landscaping, Parking Lot, 60' Road- 2000', Major collector- 2030', Amphitheater, Timpanogos Trail improvements, Retaining, Grading, Power, all common-use infrastructure, such as roads, driveways, parking stalls, sidewalks, water, sewer, landscaping, electric power, and other reasonably necessary common use improvements adjacent to and around the exterior of the Building (collectively, the "**Arts District Improvements**").

Possession: Upon condition and in the event that JRD transfers the Property to the City, the City shall then deliver possession of the Property to WAC no later than then 60 days following transfer of Property from Jordanelle Ridge to City. Possession need not include the completed Arts District Improvements. However, it shall include surveyed property boundaries,

access roads, and power and water connections for construction purposes, and land ready for construction and free from debris. The Arts District Improvements must be completed no later than when the Arts Center opens for business.

Construction: WAC is responsible for the design and construction of the Arts Center and any improvements within the envelope of the structure ("the Building") subject to City code approval. City agrees that the Property shall be zoned to allow construction and operation of the Arts Center. As part of said approval, the City shall review all design packages, plans, and specifications to require that they comply with City land use regulations. WAC shall begin construction of the Arts Center on the Property no later than January 1, 2029 (the "Construction Start Date") and shall complete construction no later than thirty-six (36) months from the date construction begins, subject to force majeure. If WAC fails to do so absent written consent by the City, the Property shall revert to the City at no cost to WAC, and this Term Sheet and the Lease Documents shall be null and void. The City shall use its best efforts to cooperate with WAC in expediting and granting all permits necessary for construction of they comply with City land use regulations. WAC shall be required to obtain standard payment and performance bonds to guarantee completion, and bonds shall be provided for each contractor before beginning work. WAC shall report to the City Council quarterly as to the status of the construction and shall make copies of construction management reports available to the City for review until completion.

Parking Agreement: The parties shall enter into a separate parking agreement with easements during the Term of the Lease running with the land for the benefit of WAC. The parties acknowledge that adequate parking and access to parking for the Arts Center and surrounding facilities within the Arts District are essential and conditional to success of the Arts Center. Specific items may include but are subject to negotiation by the parties: (1) no less than 400 parking stalls for exclusive use of the Arts Center; (2) an adequate number of electric vehicle charging stations; (3) bus drop-off areas for up to 4 buses at a time; and (4) 20 stalls for back-of-house parking. The parties may agree to cross easements for use of parking stalls. However, there shall be additional and separate parking for Arts District use.

Maintenance Obligations: The City shall repair and maintain at its sole cost and expense the Arts District Improvements beginning at the exterior envelope of the Arts Center. WAC shall repair and maintain at its sole cost and expense the Arts Center, including its interior and exterior envelope. Repairs and maintenance shall be conducted in a timely manner so that the improvements remain in good condition and repair throughout the Term and at a level of quality that is consistent with comparable improvements in the area and in full compliance with all zoning, health, and safety regulations in force. WAC shall be permitted to make improvements to the Arts Center at its discretion.

Amphitheater:

JRD is responsible for construction of a proposed amphitheater within the Arts District, which the parties agree is an essential and conditional component of the Arts District. The amphitheater shall be constructed adjacent to the Arts Center for ease and efficiencies of operations. Within 60 days following execution of the Lease, WAC shall submit a written proposal to the City for operations and event programming / booking of the amphitheater in a role as a service contractor. WAC has agreed to provide consulting services to JRD for reasonable compensation as the amphitheater's operator advising in the design and construction of the amphitheater to ensure that maximum efficiencies and harmony with the Arts Center are achieved.

Use and Access: WAC shall be granted a continuous use license for the premises in accordance and subject to the following conditions and terms: (1) WAC's exclusive control and responsibility of and for the Building, and (2) WAC's right to negotiate and execute any and all performance and service agreements with third parties including, but not limited to, concerts, events, cleaning, and maintenance.

Subject to the foregoing conditions, WAC shall be permitted to maintain sole control over and management of operations and scheduling the Arts Center. The Arts Center shall be available to the City for public use twenty (20) days per calendar year, per each public assembly space. The City shall pay no rent for public use. The City shall pay actual costs for its use, including labor, cleaning, equipment rental, security, and administrative services. The parties will mutually agree upon an annual scheduling policy and procedure for the Arts Center.

Encumbrances:

WAC shall not do any act that in any way encumbers the title of the City in and to the Property. Any claim to, or lien upon, the Property arising from any act or omission of WAC shall accrue only against the leasehold estate of WAC and shall be subject and subordinate to the paramount title and rights of the City in and to the Property. The City agrees that it will not cause or agree to any change in the zoning classification of the Property that results in the use of the Arts Center being a non-conforming use.

Transfer of Control:

Either party may transfer management of maintenance and operational control to a third party at any time with written consent of the other party, which shall not be unreasonably withheld or delayed.

Insurance and Bonding:

The parties shall each maintain adequate liability, casualty, and other insurance in amounts to be mutually agreed upon. The policies shall name one another as additional insureds. Evidence of insurance to be provided. The Parties shall cooperate in obtaining bonding to insure financing and completion of the Arts Center. WAC shall be responsible to secure and maintain damage, fire, and other casualty insurance coverage, and all required alcohol beverage service and advertising permits and licenses.

Indemnification:	Mutual provisions indemnifying and holding harmless from damages or losses caused by the acts or omissions of the other party.
Quiet Enjoyment:	So long as WAC is not in default, the City covenants that WAC's quiet and peaceable enjoyment of the Property shall not be disturbed or interfered with by the City or by any person claiming by, through or under the City, including other users of the Arts District, which is essential to public assemblies, arts functions, and performances at the Arts Center.
Continuous Use:	Subject to securing and maintaining all state, local, and City required permits and licenses for the intended uses of the property, including but not limited to alcohol and beverage licensing, and subject to force majeure events, WAC shall continually use the Property as a community arts center unless agreed upon in writing by the parties. No abandonment or forfeiture unless WAC fails to use the Property as a community arts center for at least 120 consecutive days.
Default:	Specific default provisions shall be included consistent with similar ground leases, including beach of lease, abandonment, bankruptcy, assignment for the benefit of creditors. Reasonable notice and cure periods to be agreed upon by the parties. Remedies upon default shall the reversion of the premises to the City but only in limited and extreme circumstances to be clarified in the Lease Documents.
Cancellation:	The City may, at its option, void the Lease by written notice to WAC if WAC fails to raise sufficient funds to construct the building by the Construction Start Date.
CC&Rs:	The parties may mutually agree in writing to covenants, conditions, and restrictions to bind the Property and all other parcels within the Arts District. Any such CC&Rs shall be properly recorded prior to construction and support the mutually agreed purposes of this Term Sheet and the Lease. As tenant, WAC will not be liable to pay any HOA dues or assessments. The City shall propose or change the use of or allow tenants in the Arts District that may materially interfere with the purpose or operations of the Arts Center without first receiving written consent from WAC, which consent will not be unreasonably withheld.
Miscellaneous:	The Lease Documents shall contain standard miscellaneous provisions relating to dispute resolution, governing law, damage and destruction, eminent domain, modification, force majeure, waivers, notices, surrender, and related issues commonly found in Lease Documents.
Assignment:	WAC or its successor may not transfer, or sale its license or tenancy in the Property without the written consent of the City, nor change its use of the Property without prior written approval of the City. WAC shall be free to sublease all or a portion of its interest in the Property and to bring on additional partners in the project.

Confidentiality:	The City is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code §§ 63G-2-101 *et seq*. As a result, the City may be required to disclose certain information and materials to the public, upon request. Until approved in a public meeting this Term Sheet shall be treated as confidential by the parties and not disclosed except for employees and agents who have a need to know in connection with their work relating to the Transaction.
Enforcement:	The long-term lease and any associated transaction(s) shall be governed by Utah law. Any dispute or controversy arising under or related to this Term Sheet shall be adjudicated by the courts of the Fourth Judicial District Court, Wasatch County, Utah, to whose exclusive jurisdiction each party consents. The prevailing party should be entitled to recover all reasonable attorney's fees, costs, and expenses.
Expiration:	This Term Sheet shall automatically expire if not executed by all parties on or before ___ _____ 2022, 11:59 p.m. MT.
Approval:	This Term Sheet is expressly conditioned on the approval of the City Council.
Recognition:	WAC shall provide recognition to the City within the Building in a form commensurate with like donor contributions and proportional to the value of the City's contribution and as reasonably agreed upon by the parties. Further, the parties agree that the City will be recognized at the public entrances in a reasonable manner.**Signatures**

IN WITNESS WHEREOF and intending to be legally bound by essential terms herein, the undersigned have caused this Term Sheet to be duly executed effective as of the date last set forth below:

WASATCH COUNTY ARTS COUNCIL, a Utah non-profit corporation	HEBER CITY CORPORATION, a political subdivision of the state of Utah
_____	_____
By: Its: Date:	By: Its: Date:

APPROVAL OF CITY COUNCIL:

Date:

Acknowledgement:

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

THIS PID COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this 1st day of March, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah ("City"), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2, a political subdivision of the State of Utah (the "District"), and JORDANELLE RIDGE REF ACQUISITION, LLC ("Developer"). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District's Governing Document approved by the City on March 1, 2022 ("Governing Document"); and

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

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

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

COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

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

To Developer:

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

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

To the City:

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

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

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

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

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

[This Space Left Intentionally Blank]

JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

HEBER CITY

By: _____
Mayor

Attest:

_____
City Recorder

JORDANELLE RIDGE REF ACQUISITION, LLC

By: _____

Print Name: CODY WINTERTON

Title: Authorized Agent

EXHIBIT 1

Enhanced Improvements for District No. 2 (Village 2)

Art District- City Park

Performing Art Center Park		
Park Landscaping		$ 1,250,000.00
Parking Lot		$ 1,000,000.00
60' Road- 2000'		$ 1,400,000.00
Major collector - 2030'		$ 2,070,600.00
Amphitheater		$ 5,000,000.00
Timp Trail Improvements		$ 850,000.00
Retaining		$ 1,200,000.00
Grading		$ 2,150,000.00
Power		$ 700,000.00
	Total	**$ 15,620,600.00**

EXHIBIT 2

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

Master HOA & Club Amenities

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

EXHIBIT 3

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

Special Service District

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

Heber City

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

Ground Lease & Parking Agreement

HEBER CITY COUNCIL

12/5/23

The Proposal & Request

Proposal:

Heber City (City) and the Wasatch County Arts Council (WAC) have negotiated a Ground Lease and Parking Agreement for 4.4 acres of real property located in the Jordanelle Ridge Arts District/PID No. 2. WAC intends to raise funds to construct an Arts Center Building supported by Arts District Improvements (roadways, parking, sidewalks, etc.).

Request:

Approve the negotiated Ground Lease and Parking Agreement

Overview

- Wasatch County Arts Council (WAC)
- Jordanelle Ridge Public Improvement District (PID) No. 2
- Enhanced Improvements in PID No. 2
- Ground Lease and Parking Agreement

Wasatch County Arts Council (WAC)

Wasatch County Arts Council, Inc., DBA Wasatch Arts Council

Utah non-profit corporation and IRC 501 (c) (3) charitable organization

Officially organized in 2014

Counterparty to Ground Lease and Parking Agreemen

The Wasatch County Arts Council exists to support and coordinate the efforts of all art organizations committed to Wasatch County as a premier destination for visual and performing arts

Hope to raise $60,000,000 +/- for a Community Arts Center to be located in Village 2/PID No. 2 of the Jordanelle Ridge Development

Seek agreement with Heber City for lease of 4.4 acres to build Community Arts Center and manage the adjacent outdoor Amphitheater

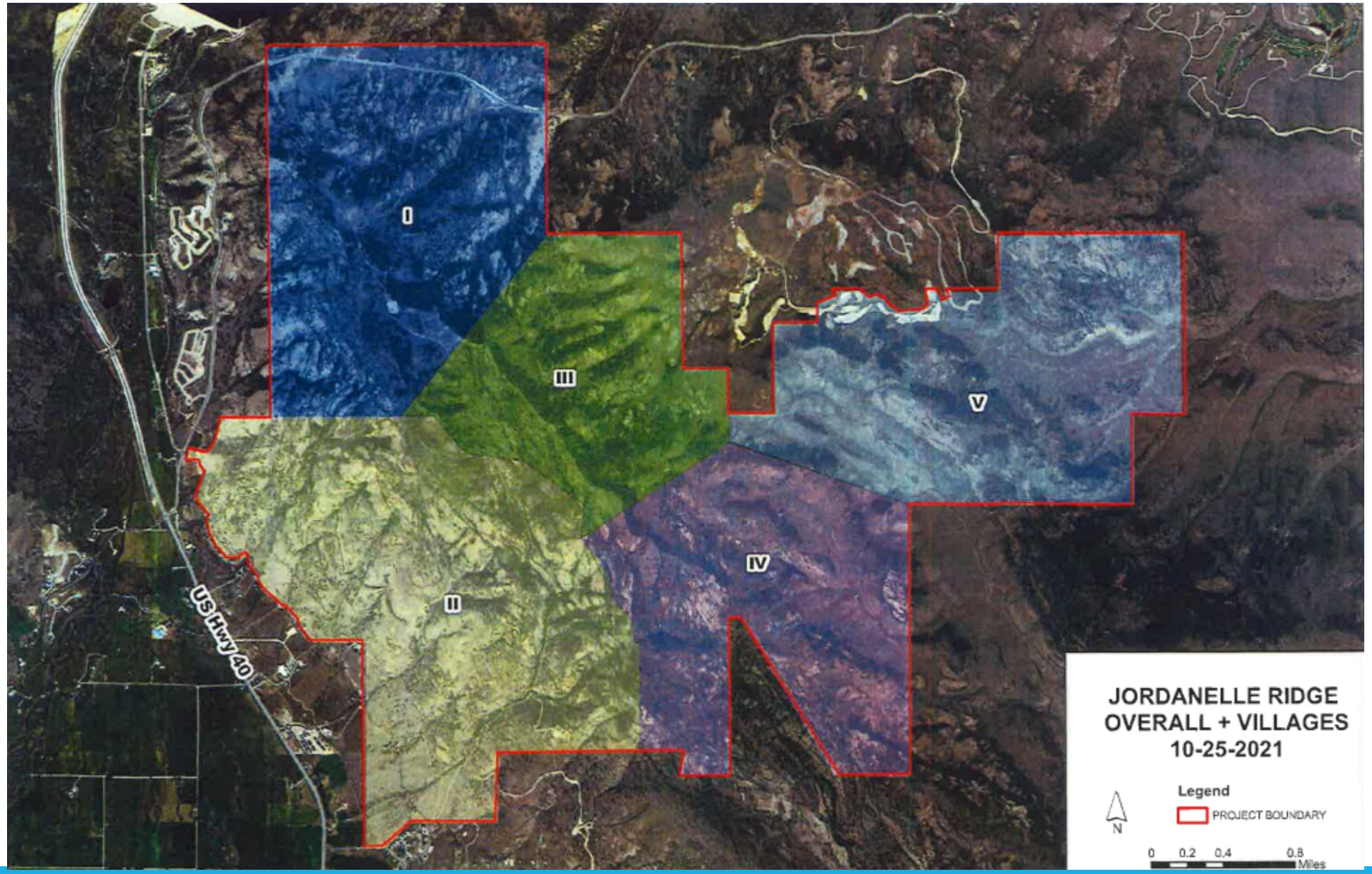

WASATCH COMMUNITY ARTS CENTER

Jordanelle Ridge Public Infrastructure District

In March 2022 the Heber City Council Approved the Jordanelle Ridge Public Infrastructure District (PID)

1) The area of the initial District's boundaries includes approx. 3,051 developable acres, which encompasses Villages 1, 2, 3, 4, and 5 of the Jordanelle Ridge Master Plan Development.

2) Five separate PIDs will be established as part of the Development and within the initial District boundaries. PIDs 1 and 2 have been established.


I
III
V
IV
II
US Hwy 40
JORDANELLE RIDGE
OVERALL + VILLAGES
10-25-2021
Legend
PROJECT BOUNDARY
N
0 0.2 0.4 0.8
Miles

Jordanelle Ridge Public Infrastructure District

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1) The area of the initial Districts boundaries includes approx. 3,051 developable acres, which encompasses Villages 1, 2, 3, 4, and 5 of the Jordanelle Ridge Master Plan Development.

2) Five separate PIDs will be established as part of the Development and within the initial District boundaries.

3) Governing Document and Cooperative Agreements between Heber City and the Jordanelle Ridge Public Infrastructure Districts No.1 and 2 and Jordanelle Ridge, LLC have been adopted which includes “enhanced improvement obligations.”

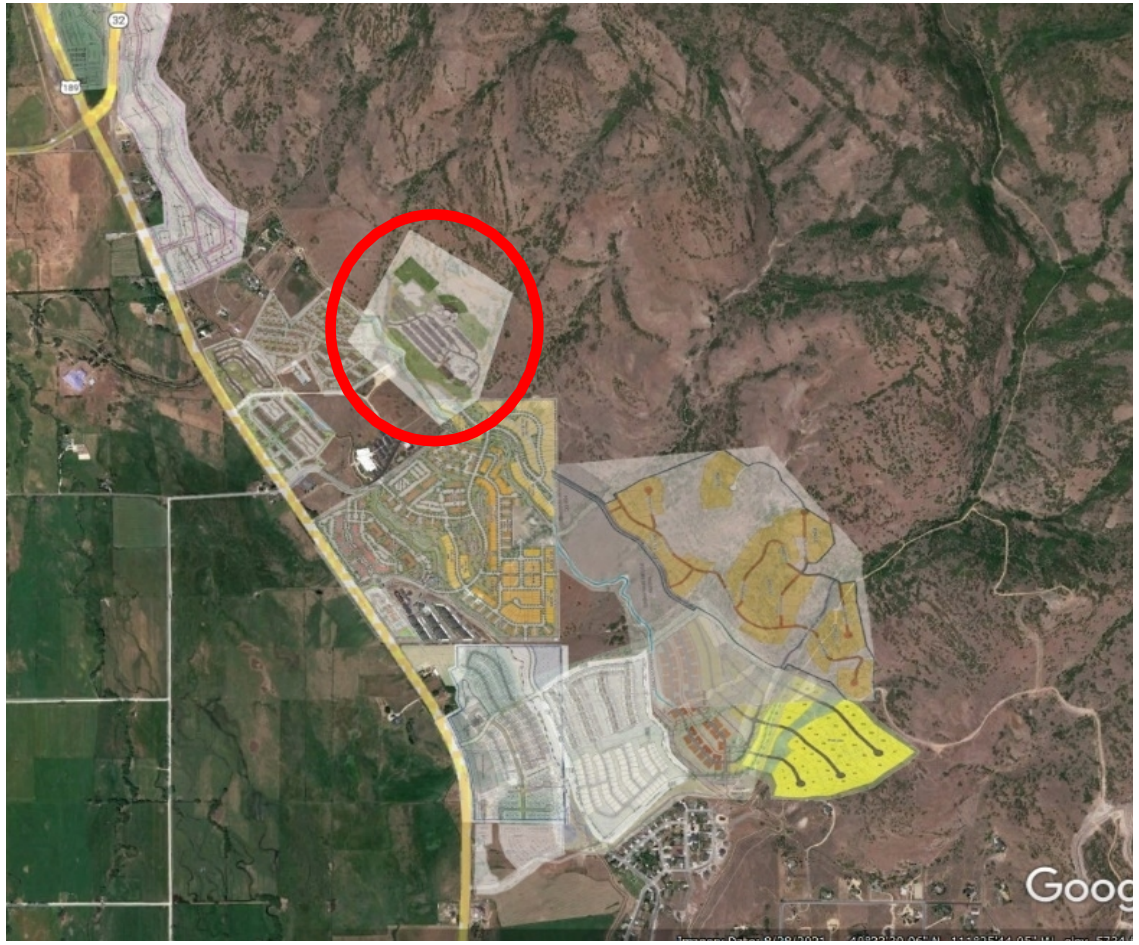
Enhanced Improvements for PID No. 2

Art District (40 Acres)

- Performing Art Center Park
  - Completed Outdoor Amphitheater
  - Donated site for Art Center Building (4.4 acres)
  - Public Parking and Backbone Infrastructure
  - Major Roads to unlock Campus
  - Adjacent Landscaping/Enhanced Park
- Total Enhanced Improvement Costs: $15.6M
- Land deeded to City not included in taxing area



Art District Site Plan



Term Sheet

In August ’22, the Heber City Council adopted a Term Sheet

- Representatives from Heber City and WAC negotiated the Term Sheet which served as the basis for negotiating final terms included in the proposed Ground Lease and Parking Agreement.

Essential Terms

1. 4.4 acres will be leased to WAC for development of a Community Arts Center Building. The leased area is located within the Jordanelle Ridge Development "Arts District" as part of PID No. 2.

2. The proposed lease term is 50 years with the option for one additional 25-year renewal term and may agree upon additional renewals. Term will begin within 60 days following transfer of property to City from Jordanelle Ridge Development

3. Rent is agreed at $1.00 with no escalation or other adjustments through the Term and Renewal. City's Contribution to WAC determined by a commercial appraisal of fair market value of the lease value. Additionally, City can use, rent-free, the Arts Center's individual public assembly facilities up to twenty (20) days per calendar year for the length of the Term.

Essential Terms Cont.

4. Jordanelle Development LLC will provide for improvements necessary for the Arts Center Building, including: park landscaping, parking lot, roads, amphitheater, retaining, grading, power, driveways, sidewalks, water, and sewer. The City will be responsible for long term maintenance and repair of the improvements.

5. WAC solely responsible for the design and construction of Arts Center Building. WAC shall commence construction of the Community Arts Building no later than January 1, 2029 and shall complete construction within 36 months; otherwise property shall revert back to the City. City will have opportunity to review project elevations prior to commencement.

6. The Arts District Amphitheater will be constructed adjacent to the Arts Center Building. WAC will provide a proposal to Heber City for paid services to support designing, operating & programming the Amphitheater.

Essential Terms Cont.

7. Adoption of the Lease Agreement and Parking Agreement includes, as an attachment, a Parking and Easement Agreement that is incorporated “herein” by reference. Terms of the Parking and Easement Agreement include the following:

- No less than 400 parking stalls.
- An adequate number of electric vehicle charging stations.
- Bus drop off area—for 4 buses.
- 20 stalls for back-of-house parking; and
- “Associated Improvements” (i.e. parking lots, curb cuts, access drives, sidewalks, etc.)

An easement is granted to WAC as a guarantee for use of parking, right of ways, and through areas.

Essential Terms Cont.

8. JRD responsible for constructing Art District's Improvements per PID Governing Documents. If for any reason JRD cannot construct the Improvements, the Lease shall not terminate unless funding, construction, or operation of the Arts Center is made impracticable. If WAC does not terminate, the Parties shall negotiate in good faith changes, if any, to the Lease.

9. Default and Remedies: Default shall exist if any of the following occur: bankruptcy; failure to observe, keep, perform or cure provisions of the Lease. City may exercise any remedy available in law or in equity.

Next Steps

-Council approves Ground Lease and Parking Agreement

-Jordanelle Ridge LLC transfers property to Heber City

-Heber City transfers property to WAC

-Jordanelle Ridge LLC constructs Art District Improvements

-WAC achieves fund raising goals

-Construction of Community Arts Center Building

-Ribbon cutting

Discussion

& Next Steps



EXHIBIT 1

Enhanced Improvements for District No. 1

Special Service District

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

Heber City

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

City Park

Ice Ribbon		
	Park Landscaping	$ 1,500,000.00
	Parking Lot	$ 500,000.00
	Ice Ribbon/ Splash Pad	$ 3,800,000.00
	Rental Building	$ 350,000.00
	Zamboni	$ 160,000
	Timp Trail Improvements	$ 850,000
	Power	$ 335,000.00
	60' Secondary Road	$ 650,000.00
	Total	$ 8,145,000.00

Enhanced Improvements for District No. 2 (Art District)

Special Service District

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

Heber City

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

Art District- City Park

Performing Art Center Park		
	Park Landscaping	$ 1,250,000.00
	Parking Lot	$ 1,000,000.00
	60' Road- 2000'	$ 1,400,000.00
	Major collector - 2030'	$ 2,070,600.00
	Amphitheater	$ 5,000,000.00
	Timp Trail Improvements	$ 850,000.00
	Retaining	$ 1,200,000.00
	Grading	$ 2,150,000.00
	Power	$700,000.00
	Total	$ 15,620,600.00



wasatch county arts council

Heber Valley Arts Center

Ground Lease

Parking Agreement

2023


HEBER VALLEY ARTS CENTER
method studio


HEBER
VALLEY
ARTS
CENTER

Mission

To Support The Quality of Life of Heber Valley Residents In The Creation Of A Community Performing Arts Center, Showcasing Local & Touring Arts Experiences And Creating Opportunities For The Wasatch Economy

Vision

A Memorable Experience Of Quality Arts In An Extraordinary Setting

wasatch county arts council

Provide Local Arts a Home in Heber Valley

16 LEGITIMATELY ESTABLISHED ARTS GROUPS

TIMPANOGOS VALLEY THEATRE

WDC

Wasatch Dance Center

HEBER VALLEY WESTERN MUSIC & COWBOY POETRY GATHERING

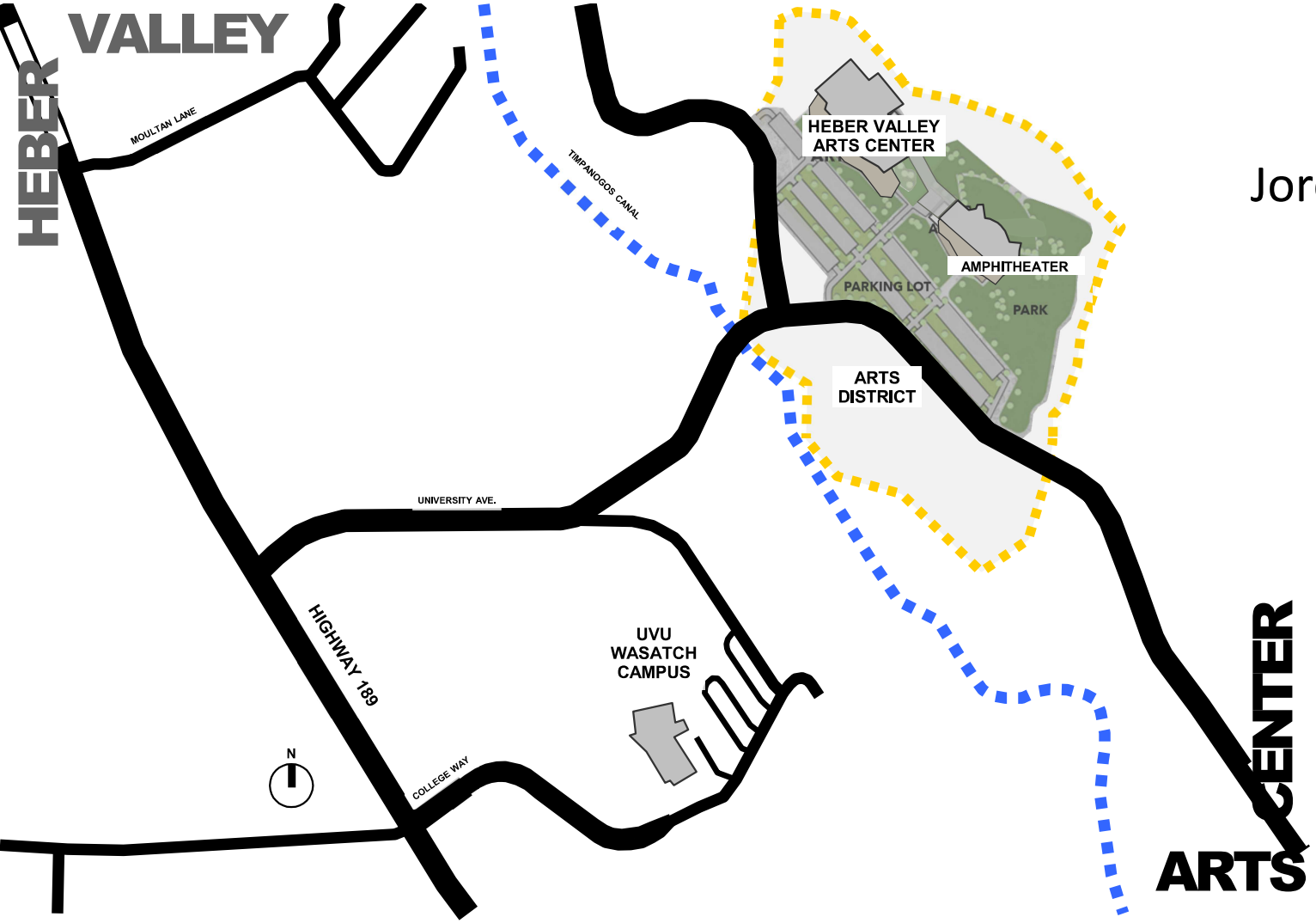
MIDWAY ART ASSOCIATION

HVCO

Heber Valley Choir & Orchestra

50 Year Building

- 82,000 Wasatch County residents by 2065
- Designed to meet public demand – survey results show 94% of residents want to grow arts and culture n Wasatch County
- Designed for durability and sustainability – High Performance Building Standards for lower operational costs
- 75 year ground lease and parking agreement with Heber City
- Supports the local economy - arts center expected to generate $194 million in cumulative net economic output over 30 years
- Provides arts experiences for the growing student population : 9,081 K-12 students by 2029



Jordanelle Ridge PID#2
"Arts District"

Capital Costs

- 50,000 SQ FT GROSS / 'UNIVERSITY-QUALITY' FINISHES
- ESTIMATED COST OF PROJECT

  $ 46.5 M CONSTRUCTION
  $ 11.5 M SOFT COSTS – FEES, PERMITS, TESTING, ALL THEATRE & FACILITY EQUIPMENT, PUBLIC ART

Project Total $ 58 M *

* with Ground Lease & Parking Agreement with Heber City

Funding Options *

Private Funds

Capital Fundraising Campaign

Naming Rights Campaign

Developer Contributions

Public Funds

Tax Exempt Financing (Community Reinvestment Area)

Revenue Bonds - income from a source such a Transient Room Tax or TRCC tax specific to the arts center location

State Legislative Appropriations

US Federal Grants

* Based upon Other Similar Arts Center Projects in Utah

Projected Timeline

2023	Secure Jordanelle Ridge Site | Launch Public Relations & Capital Campaigns
2024	Contract Architect & Project Manager
2025	Complete Design & Bid General Contractor | Operations Funding Secured | Operator Contracted
2026	Construction Starts | Venue Booking & Marketing Starts
2028	Construction Completed | Pre-opening & Grand Opening



Let's Make This Happen Together!

Follow the project process

hebervalleyartscenter.com

Heber City Council Staff Report

MEETING DATE: 12/19/2023

SUBJECT: Parks and Cemetery Administration Building Request for Proposal (RFP) & Cemetery Master Plan Amendment

RESPONSIBLE: Matt Brower, Mark Rounds

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Community Vibrancy

SUMMARY

A Council policy and budget priority for 2023-2024 is the construction of a new cemetery and parks administration building. In April, staff issued an RFP to qualified architectural firms to complete the program, design and construction documents for the new building. Lythgoe Design Group, Inc has nearly finished all work requirements included in the RFP and is now ready to present Council the final project plans prior to putting the project out to bid in early January '24. This agenda item is to review and approve the design, location and orientation of the new building and a proposed amendment to the Cemetery Master Plan.

RECOMMENDATION

Staff recommends approving the project for bidding and the proposed amendment to the Cemetery Master Plan.

BACKGROUND

In late 2020 the Heber City Council adopted a cemetery master plan. The master plan identified a major shift occurring in the cemetery industry. Growth in cremations is increasing rapidly while use of traditional interments is declining. Nationally, the cremation rate is 48%, in Utah the rate is 38% and in Heber it's at 8%. Growth in cremations at the Heber Cemetery has been limited due to the majority of space being dedicated to interments. Recognizing this industry shift, the updated master plan provided additional space for cremations.

At the Council's annual retreat in January '23, the Heber City Council identified as a top policy and budget priority the development of a new administration building for the parks and cemetery department. In August ’22, Heber City released the attached RFP to qualified architecture firms. Three firms responded to the RFP, with the City selecting Lythgoe Design Group, Inc. as the

architect for the project. Lythgoe Design Group, Inc has nearly completed all items included in the RFP's scope of work and is now ready for the Council's input prior to putting the project out to bid.

DISCUSSION

New Parks/Cemetery Administration Building
Heber City is expecting to construct a 2,400 sq. ft. administration building located in the City's Cemetery. The purpose of the building is to support parks and cemetery department functions (i.e. administration, arrangement, and storage) as their existing building is no longer adequately sized to meet the growing work demands of the department. Additionally, the new building is intended to provide much needed arrangement space for cemetery customers seeking to purchase a cemetery plot or niche. In addition to the administration building, the project includes two columbariums which will be located at the front of the administration building. Located between the columbariums and in front of the administration building will be a large courtyard (reference Heber City Administration and Columbariums attachment for additional information).

The two columbariums will contain 1,296 niches that will be for sale to the public. Pricing of the niches has been finalized, with Heber City residents receiving a discount. Niches can be purchased individually or as companion niches, which are essentially two niches with a single marble covering. The courtyard will also tastefully contain space for placement of additional niches and serve as an area for mediation and reflection.

The orientation of the project is such that the courtyard will face southwest with a beautiful and clear view of Mt. Timpanegous (reference attached project elevations).

Cemetery Master Plan Amendment
An amendment to the Cemetery Master Plan is being proposed to support the placement of the new administration building and to provide space for the placement of additional niches. As the cemetery industry transitions more to cremations, the amended master plan provides additional space for cremations, but does it by designing a layout that beautifully incorporates the new administration building. The amendment also includes reducing internal east-west roads from 2 to 1 (reference Heber City Administration and Columbariums attachment and master plan option 2 attachment).

FISCAL IMPACT

Based on initial pricing estimates received from general contractors who reviewed the plans, an updated cost projection for the new administration building is $2,342,320.00. This estimate includes the main administration building, 2 columbarum wings, and the courtyard. Not included in the cost estimate are the following items: 1) installation of 8" sewer line to be located in the main cemetery road from 550 E. to the new building site; 2) portion of new parking lot; 3) access driveway and small round-a-bout; and 4) exterior landscaping. Although these items have yet to be costed, they will be included in the bid package. Staff is attempting to identify what portions of the exterior work could be done in-house in order to reduce costs.

The project includes 1,296 niches in the columbarum wings. The business plan for the project is predicated on covering the cost of the project through the sale of the niches. The total projected revenue from the sale of niches is estimated at $2,557,440 (see niche pricing attachment). The estimated amount would cover the cost of the administration building, 2 columbarum wings, and courtyard improvements. Staff has also prepared to kick off a niche pre-sale event that will start when a construction contract is awarded and run for several months. Individuals who purchase niches during this period will be given a discount off the cost of their niche purchase. The intent of this program is to begin raising cash from the sale of the niches for the construction of the building.

The FY 23-24 budget includes $1,000,000 in revenue from Fund 42 (General Capital Projects Fund). The fund has sufficient revenues to cover the remaining cost of the project, provided the bids received are reasonable. It's hoped that bids will be reasonable as the City has seen very large inflationary increases for building materials as of late. Its believed by bidding the project in early January we'll receive more competitive bids.

There is no cost associated with amending the cemetery master plan. The intent is to build the master plan in phases, as demand for niches justifies future improvements. The amended master plan will extend the life of the cemetery well beyond the currently projected 198 years.

CONCLUSION

This agenda item consists of two actionable requests: 1) approve the elevations, location, and orientation of the new parks/cemetery facility; and 2) amend the cemetery master plan. Staff intends to put the project out to bid beginning January 2, 2024. It is anticipated that niche sales will cover the full cost of the project. Before commencing with construction of the project, staff intends to return with an agreement with the lowest and most responsive bidder--assuming the project comes under budget. The amended cemetery master plan also paves the way for the commencement of the project and extends the life of the cemetery well beyond 198 years.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

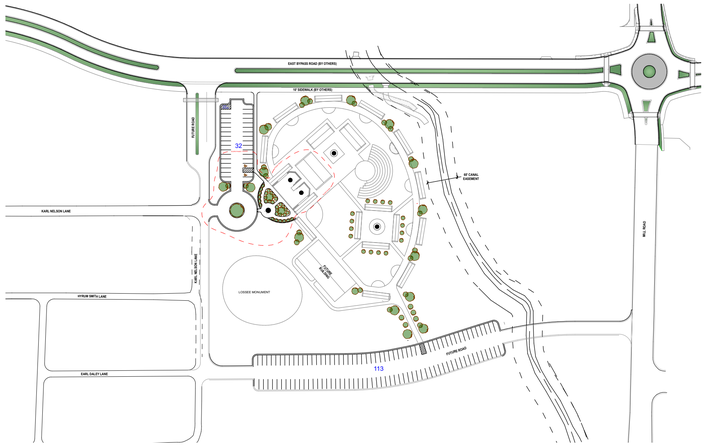
Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. 1. CEMETERY PRESENTATION
2. 2. Cemetery MASTER PLAN option 2
3. 3. Cemetery Master Plan
4. Inform.2 Heber Cemetery-Parks - Proposed Schedule 12423
5. 2023.12.2 I HC Cemetery estimate

HEBER CEMETERY ADMINISTRATION & COLUMBARIUMS

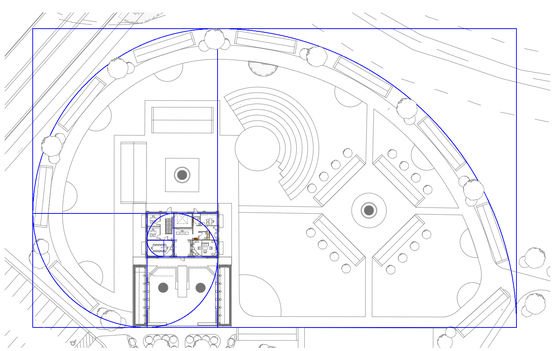
MASTER PLAN



REASONING FOR UPDATED DESIGN:

-Reconnect the master plan with the building. The design intent with the master plan is to use the same geometric language that is used in the building to create a cohesive design. The building and master plan are a series of golden rectangles inside one another creating the fibonacci spiral. The first golden rectangle is found within the conference room, the next extends from the conference room to the rear of the building, then the footprint of the building, then the building and courtyard combined, then finally the overall master plan is a golden rectangle (see image below).
-Orient the building towards Timpanogos. The building is oriented in a way that takes full advantage of the beautiful views of Timpanogos from the building and courtyard.
-Connect the future event building to the master plan. The previous design of the master plan had the event building separated from the rest of the master plan. We have integrated it into the walking path to create a better atmosphere from events.

PHASING:
The first phase of this project will comprise the building itself, round-a-bout, and part of the adjacent parking lot (see masterlan for boundary)



ADMINISTRATION BUILDING



ABOUT THE ADMINISTRATION BUILDING:

-SIZE: 2400 sf main and 2400 sf basement

-PROGRAM: Conference room, waiting/ multipurpose, reception, three offices, two restrooms, breakroom, golf cart storage, unfinished basement with mechanical and room to expand.

-EXTERIOR DESIGN DESCRIPTION: The design of the exterior is a reinterpretation of a classical building and courtyard. The predominant precedent buildings were the Snake Creek power plant and the Hestercomb Orangery in the United Kingdom. The main building features a sandstone wainscot with pedestals under each pilaster that support the brick entablature. The main entrance is a roman arch with a proportion of 1:1.5 flanked by two arches with proportions of 1:2. The proportions of the main entrance symbolically represent the vesica pisces, which in this case is used to allude to the union between heaven and earth. This symbolism can be found throughout the building. The main building is flanked by two arcaded walkways housing the columbarium niches where loved ones will come to celebrate the lives of those who have come before. Local materials such as red brick and sandstone are used throughout the project to pay homage to the pioneer heritage and historical building prolific in Heber Valley.

-CONSTRUCTION: The walls of the building are insolated concrete from walls. This is a system that has foam on both side of a concrete core. These walls are clad in a red brick veneer and sandstone. The concrete walls and masonry finish make this building strong and long lasting.

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COLUMBARIUMS



ABOUT THE COLUMBARIUM BUILDINGS:

-SIZE: 520 SF EACH

-PROGRAM: Walking area, funerary niches (1296 niches total)

-EXTERIOR DESIGN DESCRIPTION: The columbarium buildings are arcaded walkways that house funerary niches. Each arch is a 1:2 ration. The buildings are designed to compliment the main building and use the same design language.

-CONSTRUCTION: The columbarium buildings are constructed with solid masonry, structural atlas brick. They are authentic brick walls and not a veneer.



9A MASTER PLAN
SCALE: 1" = 50'

INFORMATION CLAUSE:

If any information is incorrect or in ommission it shall be brought to the attention of the architect prior to the bid opening for clarification which shall be issued by addendum. Otherwise these documents shall be considered complete by the Contractor. No additional compensation shall be awarded to the contractor for inaccurate or ommissed information resulting in changes necessary to facilitate the proper construction of this project.

0" 1"
Bar is 1" on original plans, if not 1" on this sheet adjust scale accordingly.

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CONSULTING ENGINEER

Lane M. Lythgoe, MBA
Licensed Architect (utah # 337121)
(colorado # 402165)
370 South Main Street
Heber City, Utah 84032
Phone: 435-654-4064
email: lane4064@gmail.com
www.lythgoedesign.com

Lythgoe Design Group, inc.
Architecture - Planning - Design/Build

HEBER CITY CEMETERY (COLUMBARIUM)
680 N 550 E, Heber City, UT 84032, USA

PROJECT DESCRIPTION: PROJECT DESCRIPTION
PROJECT #: YYID
DATE: 12/13/23

REVISIONS

#	DATE	DESCRIPTION

AC102 ARCH. SITE PLAN V2

AC102

PROJECT UPDATE ON: 12/13/23



CALLOUT LEGEND

1. FUTURE CREMATION GARDEN SURROUNDING EXISTING COLUMBARIUM
2. EXISTING CEMETERY ROAD WIDENED/REALIGNED
3. FUTURE OFFICE BUILDING
4. ENTRY SIGNAGE
5. FUTURE BURIAL AREA
6. FUTURE CEMETERY ROAD
7. EXISTING MAINTENANCE BUILDING AND PARKING
8. FUTURE MAINTENANCE YARD
9. FUTURE COVERED SOIL STORAGE BINS
10. FUTURE MAINTENANCE BUILDING
11. TREE, TYPICAL
12. AREA FOR FUTURE CREMATION GARDEN
13. AREA FOR FUTURE DOUBLE DEPTH LAWN CRYPTS
14. FUTURE MAUSOLEUM
15. PLANTED BUFFER
16. EXISTING CANAL
17. FUTURE PRIVATE AND BENCH ESTATES
18. CONCRETE WALK
19. FUTURE MINOR ARTERIAL BYPASS ROAD
20. BRIDGE OVER CANAL
21. AREA FOR CUSTOM BUILD TO SUIT ESTATES
22. EXISTING UTILITY STRUCTURES
23. CITY PROPERTY FOR FUTURE USE
24. PROPOSED PHASE 1 AREA
25. EXISTING UTILITY EASEMENT

NORTH

Scale: NOT TO SCALE

July 28, 2020

CEMETERY MASTER PLAN

HEBER CITY, UTAH

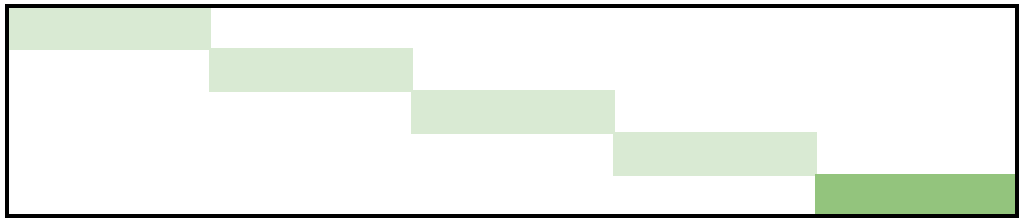
EDA LAND PLANNING, P.C.

Landscape Architecture Planning - Urban Design

LYTHGOE
DESIGN GROUP

Heber Cemetery Construction Document Completion Schedule

Task	12/3-12/9	12/10-12/16	12/17-12/23	12/24-12/30	12/31-1/2
Finish code review					
Finish brick detailing w/ Interstate Brick					
Internal redline and specifications					
Holidays					
Send completed set for bidding					



CRITICAL PATH COORDINATION ITEMS

-Review and approve master plan so that Paul Berg can meet the deadline

-Get mechanical engineer utility location information from Paul once site is updated

-Decide on whether we need an Value Engineering done and if so what it will be

-Decide on bidding method

-Select final finishes and fixtures

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Heber City Cemetery building
Architects estimate
Todays date: - 11/28/2023

Project Input:	Total SF	$/SF	TOTAL	Other	Other
	2,678 sf		$1		

CSI #	DIVISION NAME	QUANTITY	type	$/GSF	SUBTOTAL	COMMENTS	INTERNAL COMMENTS
BUILDING #1 (Main Administration)							
01 GENERAL REQ.							
	Project Management & Coordination	2,678 sf		$12.68	$33,957		
	Temporary Facilities & Controls	2,678 sf		$3.66	$9,801		
03 CONCRETE							
	ICF	2,678 sf		$0.00	$80,000		
	Concrete slab and footings	2,678 sf		$12.00	$32,136		
	Precast Concrete	2,678 sf		$0.00	$0		
	Gypcrete	2,678 sf		$1.83	$4,901		
	Concrete caps	2,678 sf		$0.00	$21,929		Brallsford cast stone bid
04 MASONRY							
	Sandstone	2,678 sf		$0.00	$126,042		RJ bid (seems high for just the sandstone base)
	Brick	2,678 sf		$0.00	$100,000		
	Countertops	2,678 sf		$3.37	$5,048		Interior worx bid
05 METALS							
	Structural Steel Framing	2,678 sf		$9.33	$24,986		
	B deck	220 sf		$5.00	$1,100		
	Decorative Metal	2,678 sf		$2.78	$7,445		
06 WOOD, PLASTIC, & COMPOSITES							
	Rough Carpentry	2,678 sf		$35.61	$240,000		RJP framing bid (seems high for just interior walls & trusses)
	WOOD ROOF TRUSSES	2,678 sf		$10.00	$26,780		
	Finish Carpentry	2,678 sf		$12.00	$32,136		
	Casework	2,678 sf		$0.00	$5,000		
07 THERMAL & MOISTURE PROTECTION							
	Waterproofing	2,678 sf		$4.11	$11,007		
	Insulation	2,678 sf		$2.43	$6,508		
	Exterior Treatments	2,678 sf		$8.95	$23,968		
	Roofing & Sheet metal	2,678 sf		$3.32	$8,891		
	Fireproofing	2,678 sf		$0.25	$670		
	Joint Sealants & Expansion Control	2,678 sf		$0.22	$589		
	Downspouts and gutters	130		$30.00	$3,900		
08 OPENINGS							
	Doors & Frames	2,678 sf		$6.53	$17,487		
	Miscellaneous Doors	2,678 sf		$0.00	$0		
	Storefront & Windows	2,678 sf		$21.64	$76,977		Pella bid
	Garage door				$2,200		
09 FINISHES							
	Drywall	2,678 sf		$5.66	$15,157		
	Cedar shingles	2,678 sf		$11.00	$29,458		
	Tile	2,678 sf		$2.80	$7,498		
	Flooring	2,678 sf		$5.00	$13,390		
	Paint & Wallcovering	2,678 sf		$2.73	$7,311		
10 SPECIALTIES							
	Attic access ladder				$2,500		
	Specialites	2,678 sf		$0.26	$696		
	Toilet Accessories	2,678 sf		$0.49	$1,312		
11 EQUIPMENT							
	Equipment	2,678 sf		$0.00	$0		
	Apliances	2,678 sf		$1.35	$3,615		
	Window Coverings	2,678 sf		$0.00	$0		
12 FURNISHINGS							
	Furnishings & Accessories	2,678 sf		$0.00	$20,000		
13 SPECIAL CONSTRUCTION							
	Swimming Pools & Spas	2,678 sf		$0.00	$0		
14 CONVEYING EQUIPMENT							
	Elevator	2,678 sf		$0.00	$0		
21 FIRE SUPRESSION							
	Fire Sprinklers	2,678 sf		$3.92	$10,498		
22 PLUMBING							
	Plumbing	2,678 sf		$9.55	$25,575		
23 HVAC							
	HVAC	2,678 sf		$10.10	$27,048		
25 INTEGRATED AUTOMATION							
26 ELECTRICAL							
	Electrical	2,678 sf		$12.12	$32,457		
	Lighting	2,678 sf		$6.00	$16,068		
	Low-Voltage	2,678 sf		$0.00	$0		
27 COMMUNICATIONS							
28 ELECTRONIC SAFETY SECURITY							
	Allowances	2,678 sf		$0.00			
	BUILDING #1 SUBTOTAL			$256.69	$1,116,041		

Project Input:	Total SF	$/SF	TOTAL	Other	Other
Columbarium	648 sf		$1		

CSI #	DIVISION NAME	QUANTITY	type	$/GSF	SUBTOTAL	COMMENTS	INTERNAL COMMENTS
BUILDING #2 (COLUMBARIUM)							
01 GENERAL REQ.							
03 CONCRETE							
	Concrete slabs	1,240 sf		$9.00	$11,160		
	Concrete footing and fountation	264		$50.00	$13,200		

04 MASONRY							
	NICHES AND PLATES	1240 SF			$648,000		Larkin bid
	Brick	1240 SF			$26,600		Interstate large format Atlas bid
05 METALS							
06 WOOD, PLASTIC, & COMPOSITES							
	ROOF TRUSSES	1,240 sf		$10.00	$12,400		
	T&G ceiling	1,240 sf		$6.00	$7,440		
07 THERMAL & MOISTURE PROTECTION							
	Waterproofing	1,240 sf		$4.11	$5,096		
	Exterior Treatments	1,240 sf		$8.95	$11,098		
	Roofing & Sheet metal	1,240 sf		$3.32	$4,117		
	Joint Sealants & Expansion Control	1,240 sf		$0.22	$273		
	Downspouts and gutters	220		$30.00	$6,600		
08 OPENINGS							
09 FINISHES							
	Cedar shingles	1,240 sf		$11.00	$13,640		
10 SPECIALTIES							
11 EQUIPMENT							
12 FURNISHINGS							
13 SPECIAL CONSTRUCTION							
14 CONVEYING EQUIPMENT							
21 FIRE SUPRESSION							
22 PLUMBING							
23 HVAC							
25 INTEGRATED AUTOMATION							
26 ELECTRICAL							
	Electrical	1,240 sf		$4.00	$4,960		
	Lighting	1240 SF			$5,000		
27 COMMUNICATIONS							
28 ELECTRONIC SAFETY SECURITY							
	Allowances						

BUILDING #2 SUBTOTAL		$136.60	$769,584

Project Input:	Total SF	$/SF	TOTAL	Other	Other
Columbarium	648 sf		$1		

CSI #	DIVISION NAME	QUANTITY	type	$/GSF	SUBTOTAL	COMMENTS	COMMENTS
SITE							
32 EXTERIOR IMPROVEMENTS							
	Pavers				$49,905.00		DesignScapes bid
	excavation	4,000		$10.00	$40,000.00		
	Fountains				$18,000.00		
	Site Concrete	3,600		$9.00	$32,400.00		
	Site Improvements				$15,000.00		
	Landscaping				$3,000.00		
	Fence				$18,000.00		RC Ornamental bid
33 UTILITIES							
	Utilities general	5,200		$2.10	$10,920.00		
	Water Utilities						
	Sanitary Sewerage Utilities						
	Storm Drainage Utilities						
	Electrical Utilities						

SITE SUBTOTAL			$187,225.00

CSI #	DIVISION NAME	QUANTITY	type	$/GSF	SUBTOTAL	COMMENTS	COMMENTS
ADMINISTRATION & OVERHEAD							
	General Liability Insurance						
	Builders Risk Insurance						
	Performance & Payment Bond						
	Weather Conditions Allowance						
	Contractor Contingency				$62,186		
	Escalation Contingency						
	Design Contingency						
	Safety & Warranty Reserve						
	Preconstruction Services Fee						
	Contractor Fee				$207,285		

ADMINISTRATION & OVERHEAD SUBTOTAL			$269,470.52

TOTAL ESTIMATED CONSTRUCTION COST	$2,342,320.67

Heber City Council Staff Report

MEETING DATE: 12/19/2023
SUBJECT: Jordanelle Ridge Bond Agreement
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In accordance with Utah law, prior to recording a subdivision plat, a developer must either complete all public infrastructure improvements that are necessary to service the properties within the plat or provide improvement completion assurance (i.e. a cash escrow or bond) to assure completion of the infrastructure improvements. The Jordanelle Ridge DA covers a large area within the City and has a number of specific provisions relating to bonding for public improvements. In order to streamline the bonding process for both the Developer and the City, the parties have drafted a Master Security Agreement for the project.

RECOMMENDATION

Staff recommends approval of the Master Security Agreement

BACKGROUND

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

75 N Main Street
Heber City, UT 84032
Phone: 435-657-0757
Fax: 435-657-2543
heberut.gov

The Master Security Agreement benefits both the Developer and the City. The Agreement allows the Developer to post blanket security that can be applied to multiple phases which reduces the time the City is required to expand on partial releases.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

1. Jordanelle Ridge - Master Security Agreement - 4877-6638-0183 - 1

MASTER SECURITY AGREEMENT
FOR THE
UPPER JORDANELLE MASTER PLANNED COMMUNITY

THIS MASTER SECURITY AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (this "**Agreement**") is made and entered into as of the __ day of _____, 2023, by and between Heber City, a political subdivision of the State of Utah (the "**City**"), and Jordanelle REF Acquisition LLC, a Delaware limited liability company (the "**Developer**"). Each of the City and the Developer are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Capitalized terms used in these Recitals are defined in Section 1.2 below.

B. On June 24, 2020, the City and RE Holdings entered into the Development Agreement with respect to the Property.

C. On October 30, 2020, RE Holdings assigned the Development Agreement to Developer pursuant to the Assignment of Development Agreement.

D. As addressed in the Development Agreement, provision of infrastructure to the Property is vital to its development in accordance with the Master Plan, Development Agreement and Infrastructure Plan.

E. In accordance with Utah Code § 10-9a-604.5 and Applicable Law, prior to recording any subdivision that contains public landscaping improvement or public infrastructure improvement that have not been completed and accepted by City, or which are still within the warranty period, Developer is required to provide improvement completion assurance and warranty bond to City.

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Developer, and its successors and assigns, and the rights and responsibilities of the City, with respect to the provision of Security in connection with development of the Property.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act and the Heber City General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics and general good of the community. This Agreement does not contradict, specifically complies with and is governed by Utah Code Ann Section 10-9a-604.5.

H. The Developer and City have cooperated in the preparation of this Agreement.

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

TERMS

1. **Incorporation of Recitals and Exhibits/Definitions.**

1.1 **Incorporation.** The foregoing Recitals and Exhibits A through H 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 Utah Municipal Land Use, Development, and Management Act.

1.2.2 **Agreement** has the meaning set forth in the preamble and includes all exhibits attached hereto.

1.2.3 **Applicable Law** means the Act and all other laws, rules, regulations, ordinances, policies, standards, procedures and processing fee schedules applicable to the Project as determined in accordance with terms of the Development Agreement.

1.2.4 **Assignment of Development Agreement** means that certain Assignment of Development Agreement for the Upper Jordanelle Master Planned Community, entered into as of October 30, 2020, between RE Holdings and Developer.

1.2.5 **City** has the meaning set forth in the preamble.

1.2.6 **Default** shall have the meaning provided in Section 15.

1.2.7 **Developer** has the meaning set forth in the preamble.

1.2.8 **Development Agreement** means that certain Development Agreement for the Upper Jordanelle Master Planned Community, made and entered into as of June 24, 2020, by and between the City and RE Holdings, and subsequently assigned to Developer pursuant to the Assignment of Development Agreement.

1.2.9 **Development Security** means Security provided to City to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to recording a subdivision plat In accordance with Utah Code § 10-9a-604.5 and Applicable Law. Development Security shall not be utilized, retained or reserved to serve as Warranty Security or to otherwise cover any warranty obligation of Developer under this Agreement.

1.2.10 **Improvement** means any landscaping, public infrastructure improvements, or private improvements necessary for public health and safety, that are required to be installed by Developer to service any subdivision.

1.2.11 **Improvement Defect** means a defect in workmanship or materials as reasonably determined by the City in accordance with the City's Standard Specifications and Drawing or standards established by the Development Agreement.

1.2.12 **Improvement Project** means the undertaking by Developer to complete one or more Improvements covered by a single Project Notice that has been executed by Developer and provided to the City.

1.2.13 **Incidental Costs** means engineering, engineering inspection and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or material men's liens, or any other cost and interest thereon incurred by one Party due to the other Party's Default hereunder.

1.2.14 **Inspection Fees** means inspection fees to be paid to the City by Developer in connection with the any Improvement as determined in accordance with City Code, the City's Standard Specifications and Drawing, or the Development Agreement.

1.2.15 **Master Tracking Schedule** means a tracking schedule in the general form attached hereto as Exhibit A.

1.2.16 **Project** shall have the meaning set forth in the Development Agreement.

1.2.17 **Project Notice** means a notice in the general form attached hereto as Exhibit B provided by Developer to the City covering an Improvement Project. All Project Notices shall be executed by Developer and shall include either an engineer's cost estimate or licensed contractor's bid evidencing the estimated cost of all Improvements making up the Improvement Project.

1.2.18 **Property** shall have the meaning set forth in the Development Agreement.

1.2.19 **RE Holdings** means RE Investment Holdings, L.L.C., a Utah limited liability company.

1.2.20 **Rejection Notice** means a notice from the City to Developer listing all Improvements not accepted by the City and detailing the specific reasons for such rejections.

1.2.21 **Security** means improvement completion assurance in the form of a surety bond, cash deposit, or letter of credit, or such other form as approved the City. Security provided in the form of a surety bond or letter of credit shall be issued on City approved forms, subject to review and approval of the City as to both form and financial stability and credit worthiness of the issuer which shall be

determined in the sole discretion of City. Any surety bond or letter of credit must not expire less than three (3) years from the date of approval of any Project Notice covered by the surety bond or letter of credit. City may, in City's discretion, not allow more than twenty million dollars of Security to be issued by any single surety or financial institution.

1.2.22 **Security Release Request** means a request for a release of Security in the general form attached hereto as Exhibit C. Prior to submission to the City, the Security Release Request shall be executed by Developer and approved by Developer's engineer.

1.2.23 **Warranty Period** means the "Improvement warranty period" as defined in Utah Code § 10-9a-103, which generally provides for a period not to exceed one (1) year following the City's acceptance of an Improvement Project. If the City determines that the Act allows for a Warranty Period exceeding such one (1) year period for a specific Improvement Project, the City shall notify Developer in writing of such determination within ten (10) business days following the City's receipt of the Project Notice covering such Improvement Project. The City's determination that a Warranty Period greater than one (1) year applies to a specific Improvement Project shall not be dispositive and Developer shall retain all legal rights to challenge or dispute such determination.

1.2.24 **Warranty Security** means Security provided to City to cover warranty obligations of Developer and as otherwise specified herein.

2. **Development Security.** Developer shall provide Development Security to the City as required in accordance with the terms of the Development Agreement and this Agreement. At its election, Developer may provide Development Security with the intention that such Development Security cover multiple Improvements and Improvement Projects throughout the Project with a total estimated cost of completion up to the full available amount of such Development Security. As Improvements and Improvement Projects are completed and the corresponding Development Security is released to Developer as set forth herein, such Development Security shall be available, at the discretion of Developer, to cover additional Improvements and Improvement Projects. As set forth in the Development Agreement, Security shall not be required to the extent of available public financing or for any privately-owned infrastructure or improvements, not necessary for public health and safety, including, without limitation, landscaping for any private open space areas, private recreational facilities or similar amenities.

3. **Warranty Security.** Developer shall provide and maintain Warranty Security covering Developer's warranty obligations under this Agreement consisting of (i) Security in the amount of One Million Dollars ($1,000,000) in any form authorized pursuant to this Agreement, and (ii) Security in the amount of One Hundred Fifty Thousand Dollars ($150,000) in the form of a cash deposit (the "**Warranty Cash**"). If all or any portion of the Warranty Security is utilized in accordance with the terms of this Agreement, Developer shall replenish such Warranty Security

within thirty (30) days following written notice from the City detailing the Warranty Security utilized and the specific uses of such Warranty Security.

4. **Inspection Fees.** Developer shall provide a cash deposit covering all Inspection Fees reasonably estimated to be incurred in connection with each Improvement Project. If such deposit is inadequate to cover previously incurred or reasonably estimated future Inspection Fees related to such Improvement Project, Developer shall provide an additional deposit or deposits to cover such amounts. Upon final acceptance of each Improvement Project, the actual Inspection Fees incurred by the City and all deposits or other payments of Inspection Fees made by Developer in connection with such Improvement Project shall be promptly reconciled and any amounts owed by Developer shall be paid within thirty (30) days, and any excess amounts shall be reimbursed by the City to Developer within thirty (30) days.

5. **Project Notice.** In connection with any Improvement Project, Developer shall provide to the City a Project Notice covering the Improvement Project. City shall review the Project Notice to determine (1) if the Project Notice includes all Improvements required in conjunction with the recording of the subdivision plat, and (2) whether the engineer's cost estimates or construction bids included in the Project Notice are reasonable. City shall either approve or reject the Project Notice within five (5) business days of submittal. If City rejects any portion of the Project Notice, City shall provide a written response to the Project Notice detailing the basis for the rejection. Developer may either accept City's modifications to the Project Notice or request that the City meet and confer to resolve any dispute with respect to the Project Notice.

6. **Master Tracking Schedule**. In conjunction with the approval of each Project Notice, Developer shall submit to the City an updated Master Tracking Schedule detailing the status of the Security covering each Improvement Project, which shall be signed by the City and Developer prior to recording each plat. A Master Tracking Schedule executed by Developer and the City shall be conclusive and definitive evidence of the status of each Improvement Project and outstanding Security as of such date and may be relied upon by the Parties hereto.

7. **Reduction of Security.** Once the Improvements covered by any Project Notice are completed by the Developer and inspected by City and accepted into warranty by the City, the Development Security covering such Improvements shall be reduced or released to Developer upon Developer's submission to City and City's approval of a Security Release Request covering the completed Improvements. The amount of Development Security released shall be equal to one hundred percent (100%) of the Development Security covering the completed Improvements as specified in the Project Notice covering such Improvements. A Security Release Request executed by Developer and City shall be conclusive and definitive evidence of the release of the Development Security as specified in such Security Release Request and may be relied upon by the Parties hereto.

8. **Final Acceptance.** As Improvement Projects are completed by Developer and inspected by City and accepted into warranty by the City, the portion of the Development Security covering such Improvement Project shall be released to Developer upon Developer's submission to City of a Security Release Request covering the completed Improvement Project. The amount of Development Security released shall be equal to one hundred percent (100%) of the Development

Security covering the completed Improvement Project as specified in the Project Notice covering such Improvement Project. Final acceptance of any Improvements does not waive Developer's obligation to complete such Improvements in accordance with requirements of the Development Agreement if Improvement Defects are discovered prior to the expiration of the applicable Warranty Period.

9. **Completion Date.** Developer shall complete all of the Improvements contained within any Project Notice within 24 months of approval of the Project Notice covering such Improvements. If requested by Developer, the City may, in City's sole discretion, extend the completion date of the Improvement if City determines that the Security will not expire prior to the extend completion date.

10. **Warranty.** Following inspection and acceptance of any Improvement Project into warranty, Developer warrants that the Improvements constituting such Improvement Project shall remain free of Improvement Defects during the Warranty Period. At the end of the Warranty Period, Developer shall request a final inspection of the Improvements, which inspection shall be made by City within ten (10) business days unless the City is unable to complete the final inspection due to snow, weather or other conditions, in which case the inspection shall be completed as soon as the City is reasonably able to complete the inspection. Developer shall repair or replace, at its discretion and at no cost to the City, all Improvements impacted by Improvement Defects of which the City provides notice to Developer prior to the final inspection and acceptance of the Improvements out of warranty. The City's notice to Developer of an Improvement Defect shall not be dispositive and Developer shall retain all legal rights to challenge or dispute the existence of such Improvement Defect.

11. **Warranty Repairs.** Within five (5) days of the final inspection, City shall notify Developer in writing of any Improvement Defect discovered, providing all relevant details of such Improvement Defect. Developer shall have thirty (30) days from the receipt of notice from the City in which to commence repair of the Improvement Defect, and a reasonable amount of time to complete repair of such Improvement Defect, taking into account existing conditions, which time shall be specified in the City's notice and shall be no less than ninety (90) days. Following repair of the Improvement Defect, Developer shall submit to the City a Security Release Request covering the Improvement Defect which the City shall approve in accordance with the terms of this Agreement.

12. **Extension of Time Periods.** If Developer has not completed Improvements or the repair of Improvement Defects within the time periods established for such completion pursuant to this Agreement, the time periods established for completion of such Improvements or repairs shall be automatically extended for so long as Developer uses commercially reasonable efforts to diligently pursue such completion and any Security remains valid through the date of completion.

13. **Substitution of Security.** Upon thirty (30) days prior written notice to the City, Developer shall have the right to substitute any Security provided in accordance with this Agreement with replacement Security in any combination of forms and amounts determined by Developer in its sole discretion, so long as (i) the total amount of all replacement Development Security is equal to or greater than the total Development Security required in connection with all incomplete

Improvements, and (ii) the total amount of all replacement Warranty Security is equal to or greater than the total amount of Warranty Security being replaced; provided, however, that in no event shall the Warranty Cash be replaced with Warranty Security in any other form or amount. In addition, the Parties may substitute Security provided under this Agreement with public infrastructure district funds to the extent such funds are available and have been allocated to fund Improvements.

14. **Default.** Any failure by either Party to perform any term or provision of this Agreement, including without limitation the failure by Developer to complete any Improvement Project or to repair any Improvement Defects within the time period required hereunder (including any extension of such time period or temporary excuse of performance as set forth herein), which failure continues uncured for a period of sixty (60) days following the receipt of written notice of such failure (a "**Default Notice**") from the other Party (unless such period is extended by mutual written consent, and subject to Sections 15.2 and 15.3), shall constitute a "**Default**" under this Agreement.

14.1 **Notice.** A Default Notice shall (i) specify details of the alleged Default, (ii) identify with particularity the provisions of any Applicable Law or provision of this Agreement comprising the basis of such alleged Default, (iii) identify why the alleged Default is claimed to be material, and (iv) specify the manner in which the alleged Default may be satisfactorily cured.

14.2 **Cure.** Following receipt of a Default Notice, the Party alleged to have defaulted hereunder shall have sixty (60) days in which to cure the claimed Default (as such time period may be extended hereunder, the "**Cure Period**"). If more than sixty (60) days is required for such cure, the Party alleged to have defaulted shall have such additional time as is reasonably necessary under the circumstances to cure such alleged Default so long as such party commences such cure within the Cure Period and pursues such cure with reasonable diligence. Any cure hereunder shall include the payment of Incidental Costs reasonably incurred by the Party alleging a Default due to such Default.

14.3 **Remedies.** In the event that the Party alleged to have defaulted hereunder fails to cure the alleged Default within the Cure Period or contests that a Default has occurred, the Parties shall have the following rights and remedies, which rights and remedies shall be cumulative:

14.3.1 Legal Remedies. Legal remedies available to both Parties shall include all rights and remedies available at law or in equity, including but not limited to injunctive relief, specific performance and/or damages, including damages resulting from an improper allegation of a Default hereunder or the failure to properly acknowledge that a Default has been cured within the applicable Cure Period. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, to obtain a ruling that no Default occurred or is continuing, to specifically enforce any covenant or agreement herein, to enjoin any threatened or attempted violation, or to enjoin

the City from drawing on or utilizing Security. Nothing in this section is intended to, or does it, limit either Party's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

14.3.2 Utilization of Security. The City may, in accordance with the provisions of Section 16 and subject to any legal ruling enjoining such action, draw on and utilize the Security covering the specific Improvement completion obligation or Improvement Defect repair obligation that is the subject matter of the Default by Developer.

15. **Enforcement of Security.** If the City exercises its right to draw on and utilize any Security pursuant to Section 15.3.2, the following provisions shall apply.

15.1 **Notice to Developer.** Except for the cash Warranty amount, at least thirty (30) days prior to drawing on any Security, the City shall provide notice to Developer specifying the timing and amount of such intended draw.

15.2 **Utilization of Warranty Cash.** The City shall have the right to draw on and utilize the Warranty Cash to pay reasonable costs and expenses incurred by the City (i) in enforcing its rights in connection with a Default by Developer hereunder, (ii) in drawing on Security following a Default by Developer, and (ii) to complete repair of any Improvement Defect following a Default by Developer in its obligation to complete repair of such Improvement Defect as required by the terms of this Agreement.

15.3 **Utilization of Security.** The City shall have the right to draw on and utilize Security other than Warranty Cash to pay reasonable costs and expenses incurred by the City (i) to complete Improvements specifically covered by such Security following a Default by Developer in its obligation to complete such Improvements as required by the terms of this Agreement, and (ii) to complete repair of any Improvement Defect specifically covered by such Security following a Default by Developer in its obligation to complete repair of such Improvement Defect as required by the terms of this Agreement.

15.4 **Standards for Utilization of Security.** If the City utilizes Security, including Warranty Cash, to complete any Improvements or the repair of any Improvement Defect in accordance with the terms of this Agreement, the City shall use reasonable efforts to complete all such Improvements or warranty repairs (i) in accordance with the standards for materials and workmanship established in the applicable approved design, and (ii) without incurring excessive costs and expenses.

16. **Unrelated Obligations of Developer.** The benefits and protection provided by this Agreement shall inure solely to the City and Developer, and not to third parties, including but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers or others. The City shall

not be liable to claimants or others for obligations of Developer under this Agreement. The City shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement and shall have no obligation under this Agreement to make payments to, give notices on behalf of Developer to, or otherwise have obligations to, any alleged claimant under this Agreement other than Developer.

17. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon receipt when sent by email; (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either FedEx, United Parcel Service or another nationally or regionally recognized overnight courier service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Developer:	Jordanelle REF Acquisition LLC c/o Raintree Investment Corporation 10421 S. Jordan Gateway, Suite 200 Attn: Cody Winterton Telephone: 801-884-3599 E-mail: cwinterton@raintree.us.com
With a copy to:	Holley Driggs Ltd. 300 S. 4th Street, Suite 1600 South Jordan, Utah 84095 Attn: Doug Driggs Telephone: 702-791-0308 E-Mail: ddriggs@nevadafirm.com
To City:	City of Heber 25 North Main Street Heber, Utah 84032 Attn: [_____] Telephone: [_____] E-mail: [_____]
With a copy to:	[_____] [_____] [_____] Attn: [_____] Telephone: [_____] E-mail: [_____]

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other party written notice in the manner set forth above.

18. **Attorney's Fees and Costs.** In the event of a Default by either Party hereunder, the defaulting Party shall pay any and all costs and expenses, including reasonable attorney's fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such Default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

19. **Amendment.** Except as otherwise authorized herein, this Agreement may be amended or modified only by an instrument of equal formality signed by both Parties.

20. **Assignment.** This Agreement may be assigned by Developer to an assignee of all of Developer's interests, privileges and other rights under the Development Agreement.

21. **Termination.** This Agreement may be terminated by the written agreement of both Parties and shall terminate upon termination of the Development Agreement.

22. **Waivers.** Failure of either 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.

23. **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 effect.

24. **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, pandemics 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 time period equal to the duration of that prevention delay or stoppage.

25. **Time is of the Essence.** Time is of the essence in this Agreement and every right or responsibility shall be performed within the times specified.

26. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the Parties.

27. **Construction/Exhibits.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

28. **Governing 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 and in accordance with other Applicable Law.

29. **Days of Week.** A "business day," as used herein, shall mean any day other than a Saturday, Sunday, federal holiday or other day on which commercial banks in Utah are authorized or required by law or executive order to close. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

30. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

31. **Further Action and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. The Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

[Signature Pages Follow]

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

DEVELOPER:

JORDANELLE REF ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY:

HEBER CITY,
a political subdivision of the State of Utah

By: _____
Name: _____
Title: _____

Attest:

City Recorder

By: _____

EXHBIT A

FORM OF MASTER TRACKING SCHEDULE

[See Attached]

EXHBIT B

FORM OF PROJECT NOTICE

[See Attached]

EXHBIT C

FORM OF SECURITY RELEASE REQUEST

[See Attached]

ORDINANCE 2023-45

AN ORDINANCE amending Section 5.26.040, Application Form.

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Section 5.26.040, Application Form, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein.

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.

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

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

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER
4859-5428-0595, v. 1

Exhibit A

5.26.040 Application Form

The Licensing Officer shall provide a standard Application Form for Short Term Rental Licenses. Each Application Form shall require the following information, documentation, and fee:

A. Review of Written Disclosures. An affirmation that the Applicant has received and reviewed the disclosure information required by this Chapter.

B. Contact Information.

1. Applicant's name, telephone number, home address, mailing address, and email address.

2. Applicant's business name, telephone number, business address, mailing address, and email address.

C. Proof of Identity. An in-person verification by the Licensing Officer of the Applicant's true identity by use of any of the following which bear a photograph of said Applicant:

1. A valid driver's license issued by any State;
2. A valid passport issued by the United States;
3. A valid identification card issued by any State; and
4. A valid identification issued by a branch of the United States military. Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.

D. Rental Manager Information

1. Manager name
2. Managing company name
3. Manager contact address, phone number, and email

E. Proof of Registration with Department of Commerce. The Applicant shall provide proof that either the Applicant, or the Responsible Person or Entity, has registered with the Utah State Department of Commerce.

F. Properties list. A list of all Short-Term Rental properties owned and/or operated by the business, including address and parcel id number.

~~G. HOA Consent. A letter of consent from the Home Owners Association is required for any properties that are governed by and HOA.~~

GH. Site and Floor Plans. A site plan and floorplan including the following shall be required for each property listed under the license.

1. Layout of property
2. Designated parking areas.
3. Floor plan of building with area in square feet that will be used for short-term rentals.

HI. Fee. The Applicant shall pay such fees as determined applicable by the City, which shall not exceed the reasonable cost of processing the application and issuing the Certificate and/or Identification Badge. Refer to the Consolidated Fee Schedule for current fees.

IJ. Execution of Application. The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful and accurate.

ORDINANCE 2023-45

AN ORDINANCE amending Section 5.26.040, Application Form and adding 5.26.045 Notice of Short-Term Rental Restriction.

BE IT ORDAINED by the City Council of Heber City, Utah, that Heber City Municipal Code Section 5.26.040, Application Form is amended and 5.26.045 Notice of Short-Term Rental Restriction is added as set forth in **Exhibit A**, attached hereto and incorporated herein.

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.

If any provisions of the Heber City Code heretofore adopted are inconsistent herewith they are hereby repealed.

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

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2023.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Ryan Stack	_____	_____	_____	_____
Scott Phillips	_____	_____	_____	_____
Yvonne Barney	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

4859-5428-0595, v. 2

Exhibit A

5.26.040 Application Form

The Licensing Officer shall provide a standard Application Form for Short Term Rental Licenses. Each Application Form shall require the following information, documentation, and fee:

A. Review of Written Disclosures. An affirmation that the Applicant has received and reviewed the disclosure information required by this Chapter.

B. Contact Information. 1. Applicant's name, telephone number, home address, mailing address, and email address. 2. Applicant's business name, telephone number, business address, mailing address, and email address.

C. Proof of Identity. An in-person verification by the Licensing Officer of the Applicant's true identity by use of any of the following which bear a photograph of said Applicant: 1. A valid driver's license issued by any State; 2. A valid passport issued by the United States; 3. A valid identification card issued by any State; and 4. A valid identification issued by a branch of the United States military. Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.

D. Rental Manager Information

1. Manager name
2. Managing company name
3. Manager contact address, phone number, and email

E. Proof of Registration with Department of Commerce. The Applicant shall provide proof that either the Applicant, or the Responsible Person or Entity, has registered with the Utah State Department of Commerce. F. Properties list. A list of all Short-Term Rental properties owned and/or operated by the business, including address and parcel id number.

~~G. HOA Consent. A letter of consent from the Home Owners Association is required for any properties that are governed by and HOA.~~

H. Site and Floor Plans. A site plan and floorplan including the following shall be required for each property listed under the license. 1. Layout of property 2. Designated parking areas. 3. Floor plan of building with area in square feet that will be used for short-term rentals.

I. Fee. The Applicant shall pay such fees as determined applicable by the City, which shall not exceed the reasonable cost of processing the application and issuing the Certificate and/or Identification Badge. Refer to the Consolidated Fee Schedule for current fees.

J. Execution of Application. The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful and accurate.

5.26.045 Notice of Short-Term Rental Restriction

A. If the City receives a Notice of Short-Term Rental Restriction Form from a Homeowner Association that notifies the City that the CC&Rs controlling the area within the Homeowner Association prohibit short-term rentals, the City shall not issue a business license for any short-term rentals within that Homeowner Association. The notice from the Homeowner Association shall include the following:

1. A map showing the location of the properties within the Homeowner Association and parcel numbers for each property within the HOA.
2. A certificate showing the Homeowner Association is registered with the Utah Department of Commerce.
3. A copy of the CC&R's showing that short-term rentals are prohibited within the Homeowner Association.
4. A verified statement from the person signing the Notice of Short-Term Rental Restriction Form that the Notice of Short-Term Rental Restriction Form has been approved by the Homeowner Association and that the person signing the Notice of Short-Term Rental Restriction Form has legal authority to execute the Notice of Short-Term Rental Restriction Form on behalf of the Homeowner Association.
5. The name, phone number, address and email of the person signing the Notice of Short-Term Rental Restriction Form.

B. If the City receives a complete Notice of Short-Term Rental Restriction Form that includes a property that has previously been issued a business license for a short-term rental, the City shall notify any person or entity with a business license for a short-term rental within the HOA that the City has received a Notice of Short-Term Rental Restriction Form and that their business license will be revoked one hundred and twenty (120) days after the date of the notice from the City.