

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

July 15, 2025

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

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

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

1. Housing Options Presentation by Josh Lythgoe (Josh Lythgoe) - *20 min*
2. Plourde Annexation MDA Discussion (Jacob Roberts, Planner) - *30 min*

II. BREAK - 10 MIN

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

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

IV. CONFLICT OF INTEREST DISCLOSURE:

V. CONSENT AGENDA:

1. Approval of June 17, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Amending Resolution 2025-11 to clarify that to determine annual performance review dates for evaluations, the employee's full-time equivalent hire date shall be considered their initiating anniversary date (Cherie Ashe, Human Resources Manager)
3. Fee Waiver Request for South Field Park Pump Track (Jamie Baron, Planning Manager, Wasatch Trails Foundation)

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

VII. GENERAL BUSINESS ITEMS:

1. Way Finding Signs (Ryan Bunnell) - *20 min*
2. 400 West 400 North Muirfield Area House Flooding Update (Matthew Kennard, Public Works Director) - *20 min*

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

1. Annexation Petition for Blue Sign Team LLC/Cilander LLC (Jamie Baron, Planning

Manager) - 20 min

2. Fourth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community (Jeremy Cook, City Attorney) - 20 min

IX. COMMUNICATION:

X. CLOSED MEETING: as needed

XI. ADJOURNMENT:

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

Posted on July 10, 2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 7/15/2025
SUBJECT: Housing Options Presentation by Josh Lythgoe
RESPONSIBLE: Josh Lythgoe
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Josh Lythgoe recently completed his senior project for the UVU architecture program. His project involved designing an affordable housing community with a mixed-use building. Josh recently presented his findings to the Planning Commission and would like to share them with the Council. Josh's presentation offers some valuable ideas for the City to consider in promoting affordable development, including building design and development strategies. These ideas also incorporate historical approaches to building design in Utah and Heber.

RECOMMENDATION

No action or motion is necessary, as this is an informative item about affordable housing, building design and historic building architecture.

BACKGROUND

N/A

DISCUSSION

N/A

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

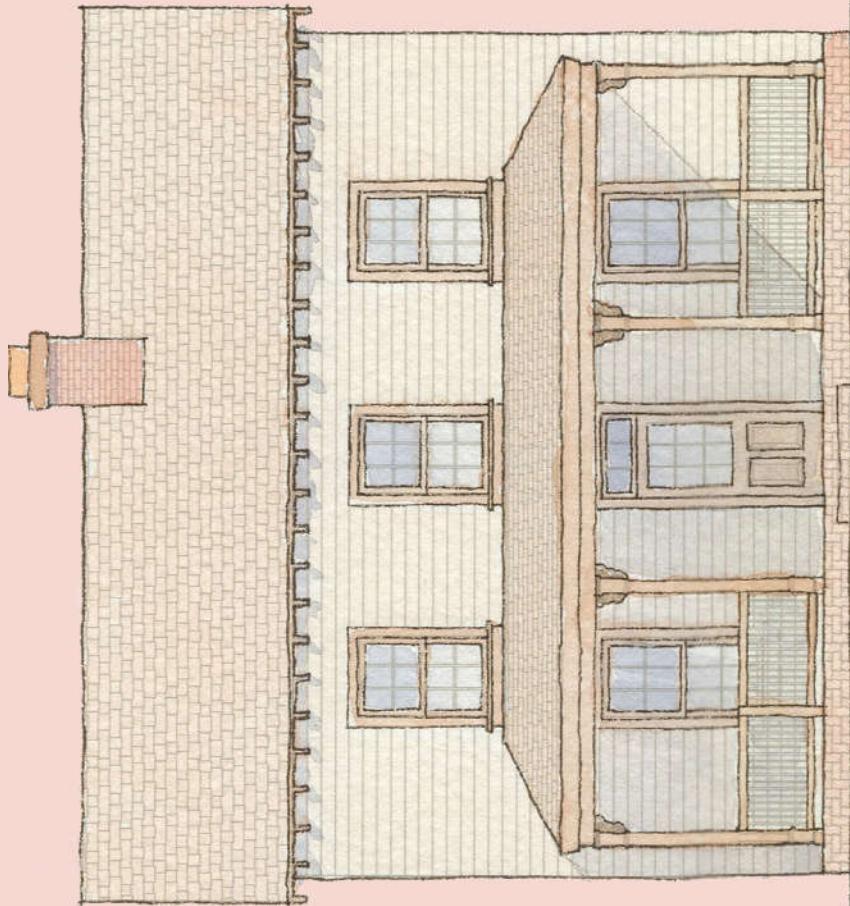
N/A

ACCOUNTABILITY

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

EXHIBITS

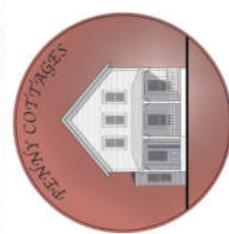
1. Josh Lythgoe Presentation.2



PENNY COMMONS

AN AFFORDABLE HOUSING COMMUNITY

Location: Heber City, UT



THE PROBLEM



- Median home sales price in Heber, Utah is **\$704,430** according to Zillow
- At a 6.5% interest rate for a 30 year mortgage that would be **\$4,449.76** per month.
- Median household income in Utah is **\$86,833** per year or **\$7,326** per month
- This would be **61%** of income going to your mortgage! (**25% is what is recommended by some finance experts**)

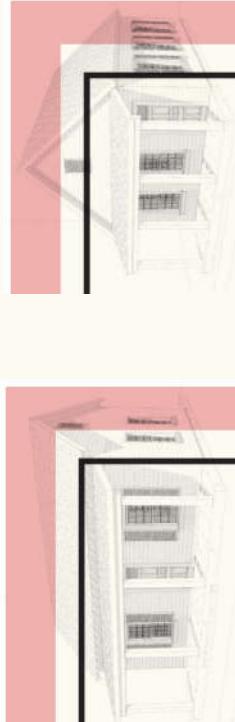
REDUCING CONSTRUCTION COST THROUGH DESIGN

RECTANGULAR FOOTPRINT WIDE
(101 linear feet footprint)

RECTANGULAR FOOTPRINT GABLE
(101 linear feet footprint)

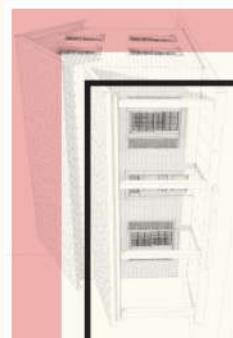
"T" SHAPED FOOTPRINT
(110 linear feet footprint)

1 STORY
ABOVE
GRADE



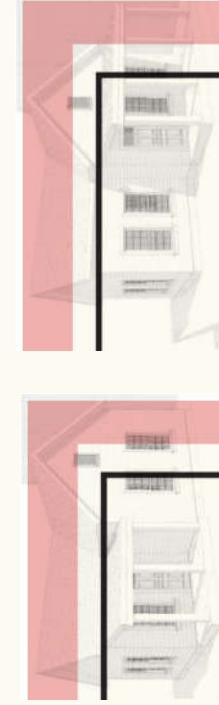
RW 1

1.5 STORIES
ABOVE
GRADE

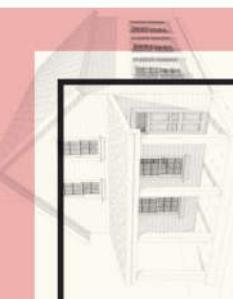


RW 1.5

RW 2



RG 1

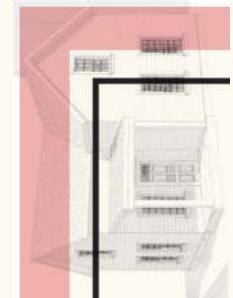


RG 1.5

RG 2



T 1



L 1.5

T 2



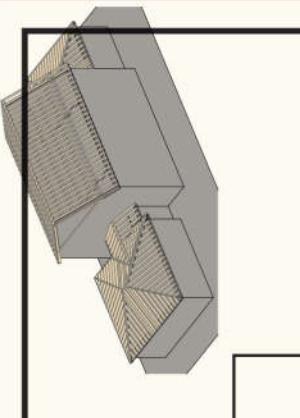
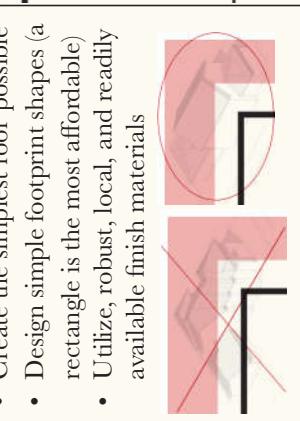
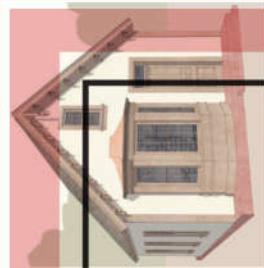
T 1.5



L 2

FINDINGS

Size	Simplicity	Standard detailing
<ul style="list-style-type: none"> Reduce lifestyle Eliminating non-essential spaces Accepting not having main level living Get rid of excess belongings Shared amenities 	<ul style="list-style-type: none"> Minimize wall jogs (design with the roof plan in mind) 4 corner houses were 4% less expensive than 6 or 8 corner houses for 1 and 1.5 story houses (Added material quantity, labor costs held constant. In reality it would be much greater than this) Create the simplest roof possible Design simple footprint shapes (a rectangle is the most affordable) Utilize, robust, local, and readily available finish materials 	<ul style="list-style-type: none"> Reduce span sizes by keeping home narrow Keep the roof structure simple Line up openings for windows and doors where possible Keep openings vertically oriented (long horizontal



Overall Takeaway:	A small wood framed house with 4 corners, 2 roof planes, small spans, and standard detailing achieves affordability. The challenge: Can we make these homes beautiful and functional?
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VERNACULAR EARLY AMERICAN BUILDINGS FOR AFFORDABLE HOUSING



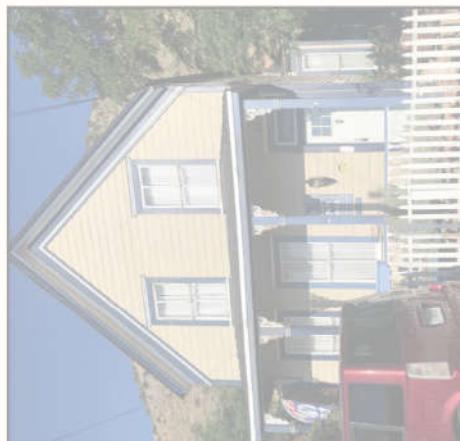
Virginia City, NEVADA



Virginia City, NEVADA



Ephraim, UTAH



Virginia City, NEVADA

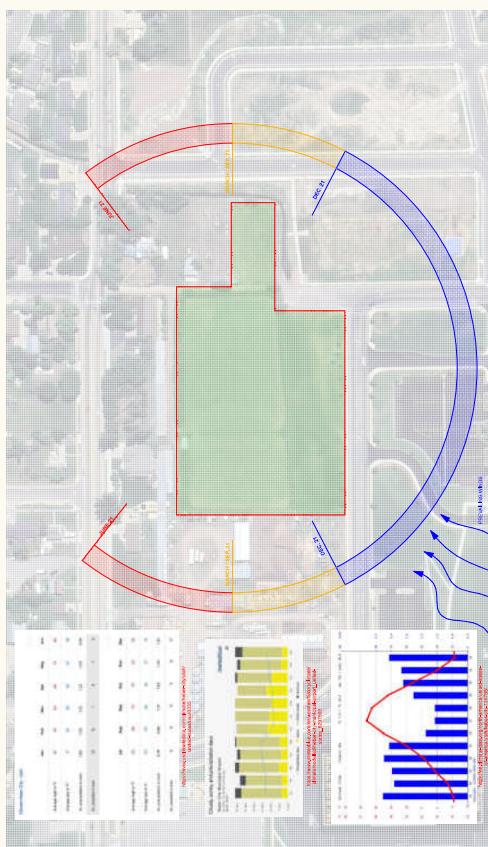


Provo, UTAH

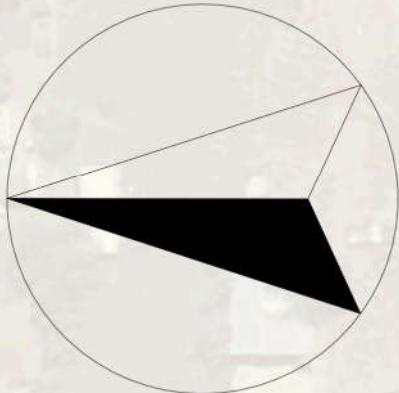


A Field Guide to American Houses

AFFORDABLE HOUSING NEIGHBORHOOD SITE & ANALYSIS



N



108 units
D.U./acre: 12.8



KEY
SINGLE FAMILY
BACKYARD COTTAGE
GARAGE W/ LIVING
TOWNHOME
DUPLEX
GREENHOUSE
PAVILLION
MARKET/COMMUNITY
CENTER

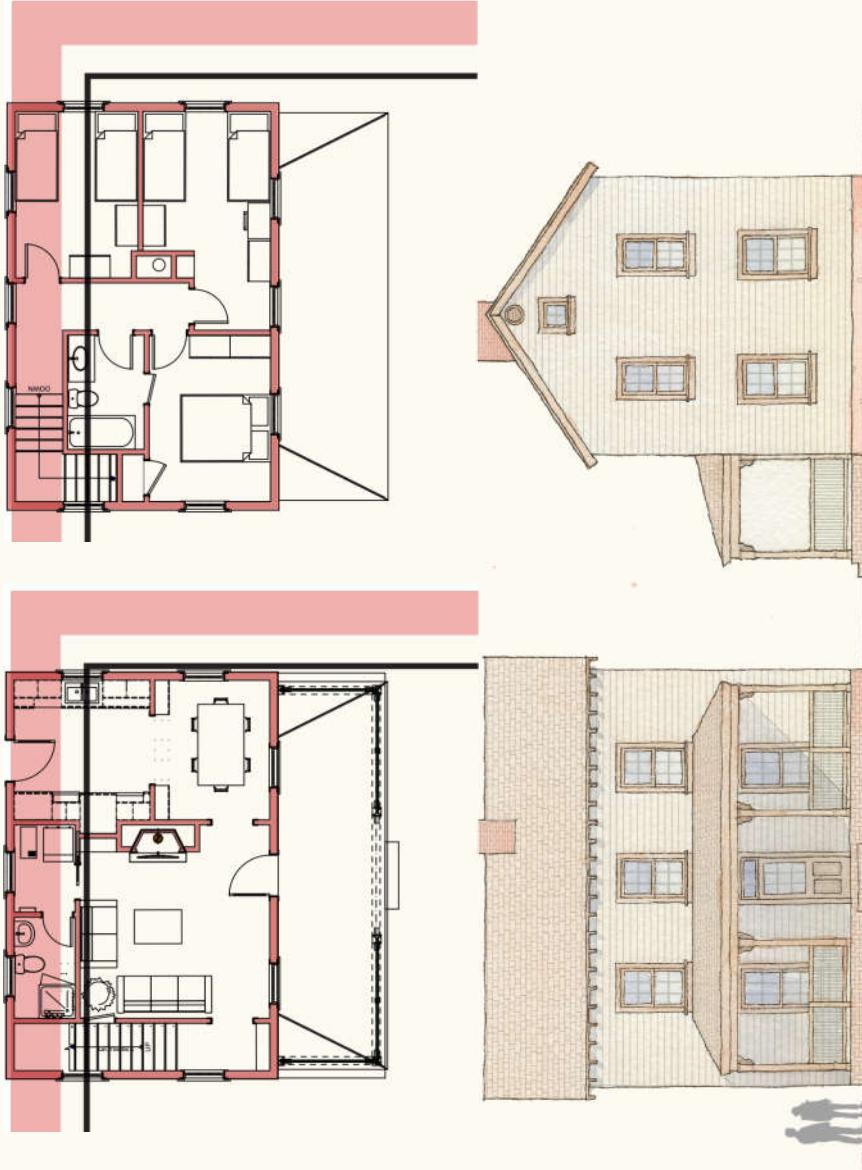
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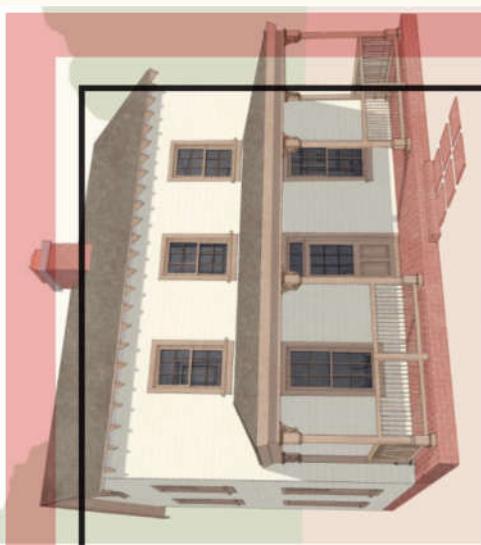


RW2 SINGLE FAMILY HOME

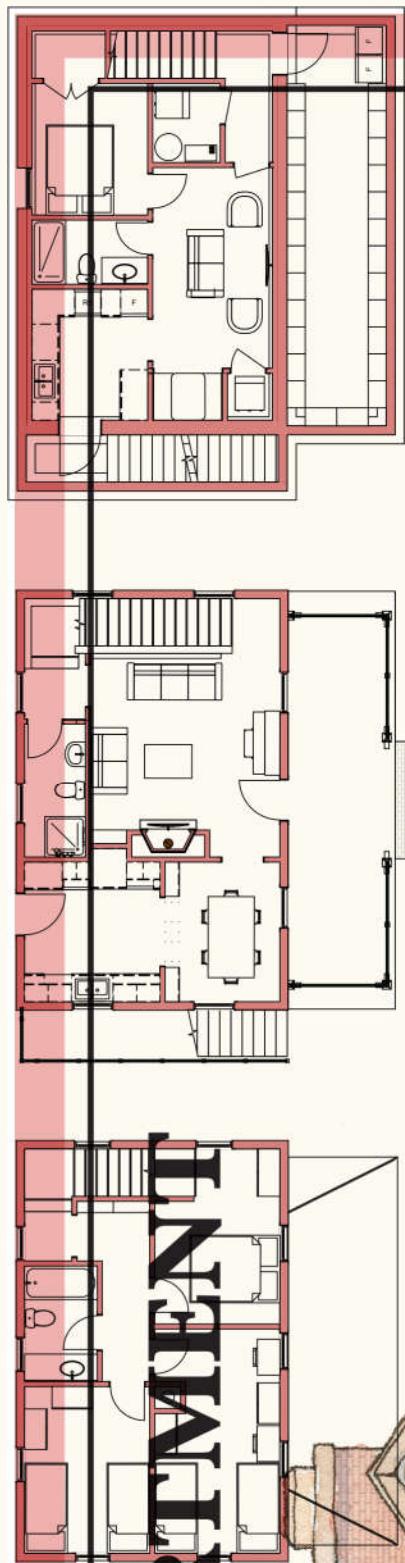
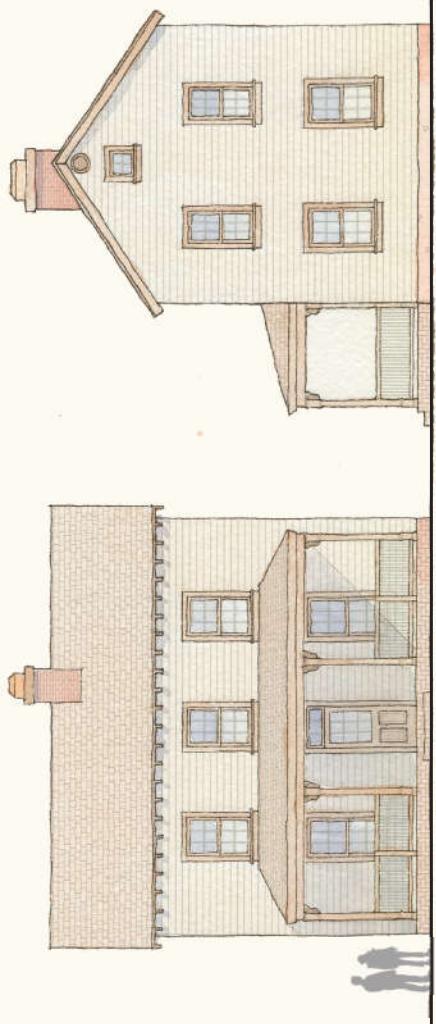


Total SF: 1,200
Est. Cost: \$178,287
Cost per SF: \$148.57

KEY PLAN



RW2 WITH BASEMENT APARTMENT

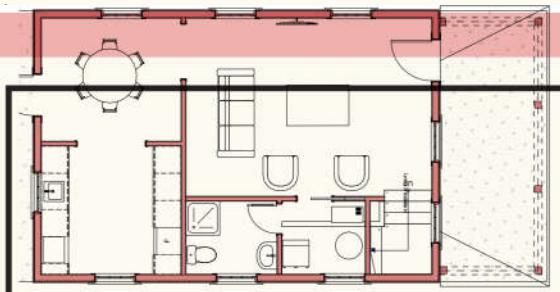
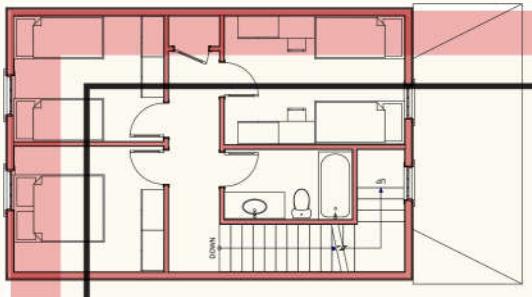


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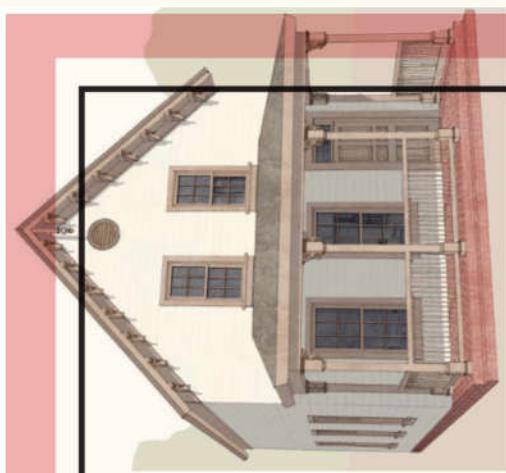
0 4' 8' 16'

1 FAMILY HOME

RG 1



SCALE: 1/8" = 1'-0" 0' 4' 8' 16'

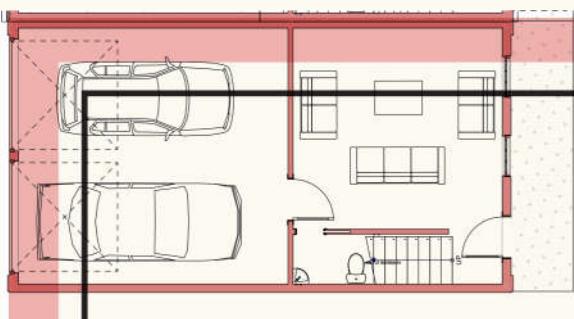
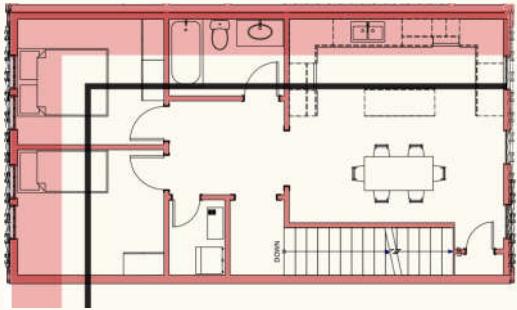
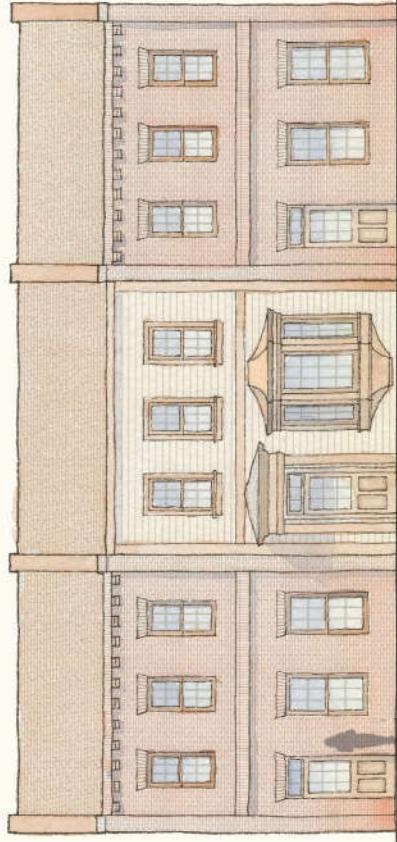


Total SF: 1,200
Est. Cost :\$150,988
Cost per SF: \$125.82

KEY PLAN



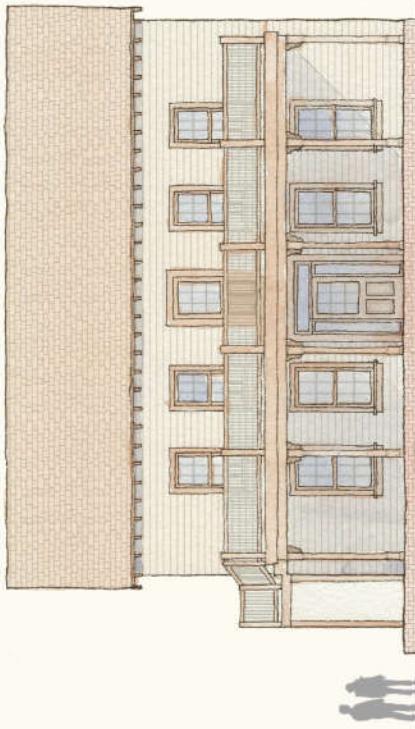
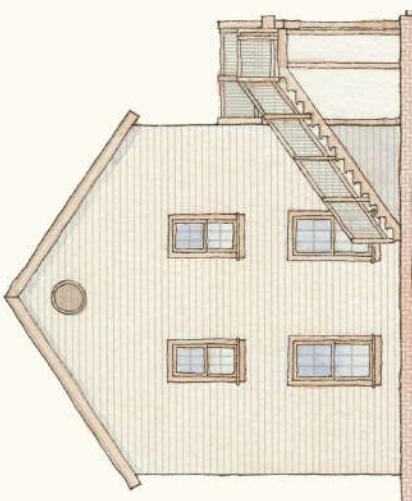
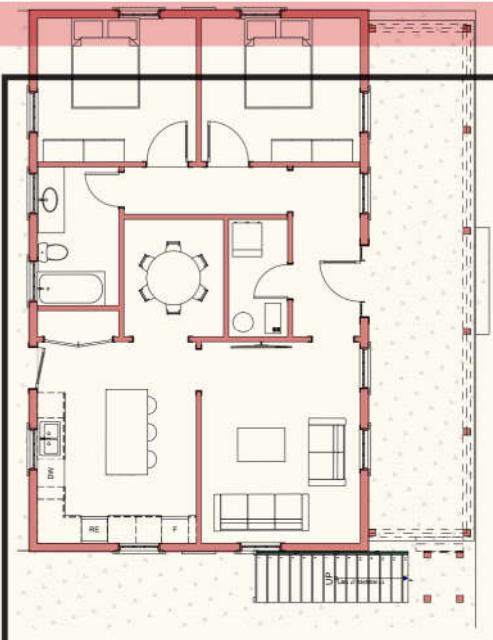
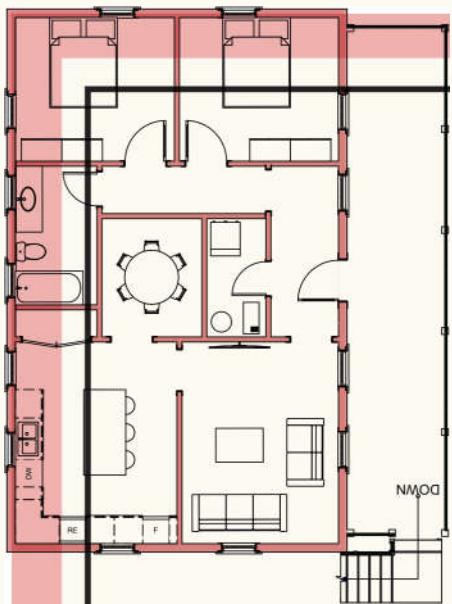
TOWNHOMES & MIXED-USE



Total SF: 1,495
Est. Cost: \$176,075
Cost per SF: \$117.78

KEY PLAN





0 4' 8' 16'

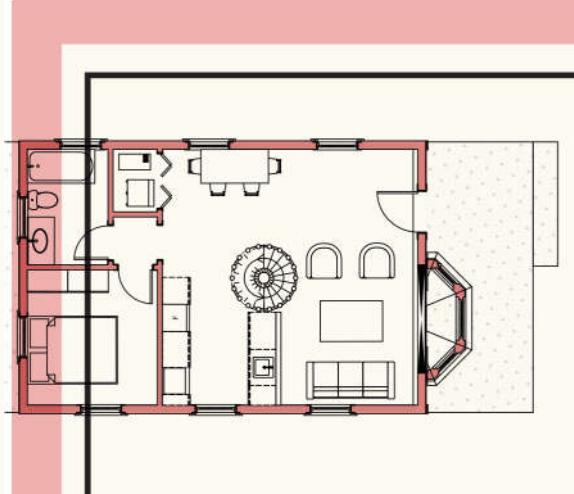
SCALE: 1/8" = 1'-0"

**Total SF: 2,000
Est. Cost: \$268,000
Cost per SF: \$134**

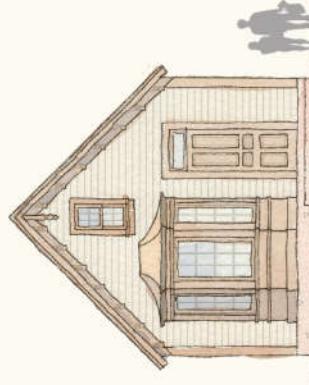
KEY PLAN



SMALL COTTAGE



SCALE: 1/8" = 1'-0" 0 4' 8' 16'

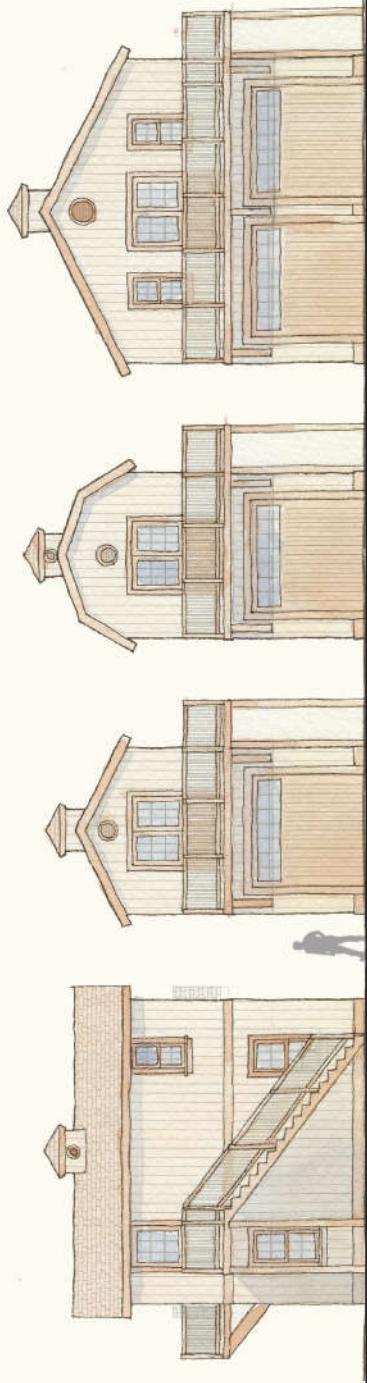


Total SF: 603
Est. Cost: \$80,802
Cost per SF: \$134

KEY PLAN



GARAGES WITH APARTMENTS



2 car w/ apartment

Total SF: 968

Est. Cost: \$103,576

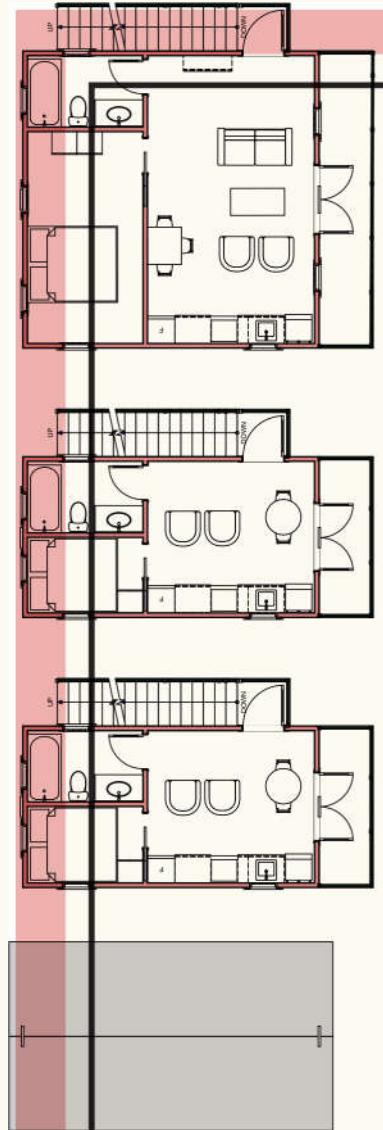
Cost per SF: \$107

1 car w/ apartment

Total SF: 526

Est. Cost: \$56,282

Cost per SF: \$107

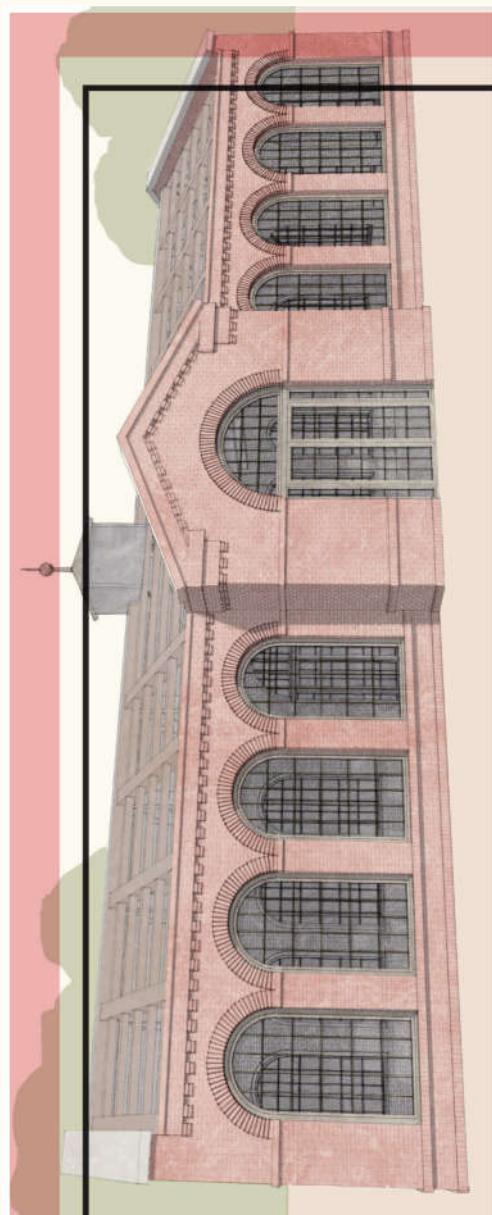
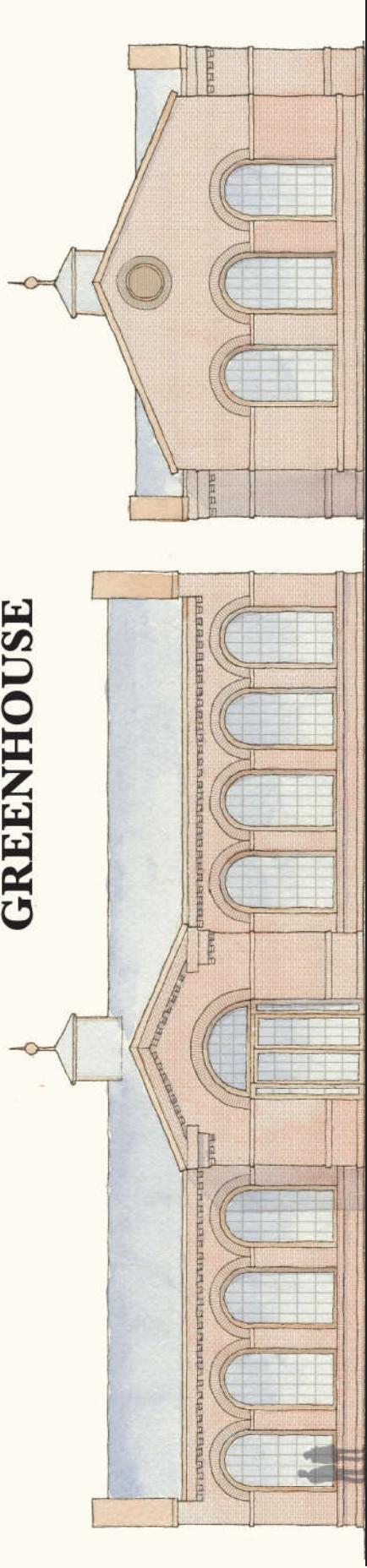


SCALE: 1/8" = 1'-0" 0 4' 8' 16'

KEY PLAN



GREENHOUSE

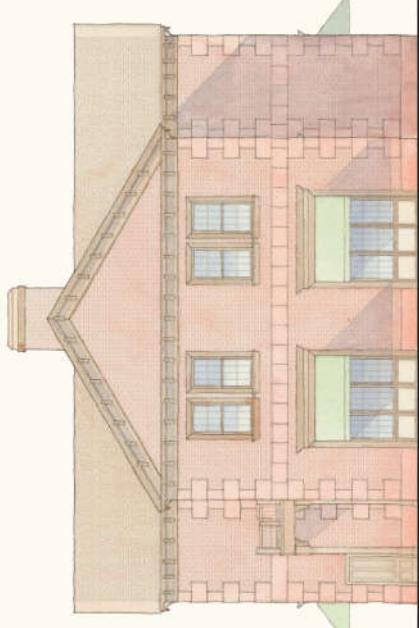
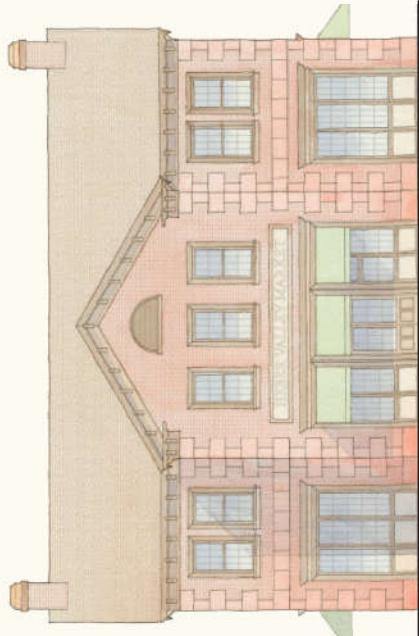
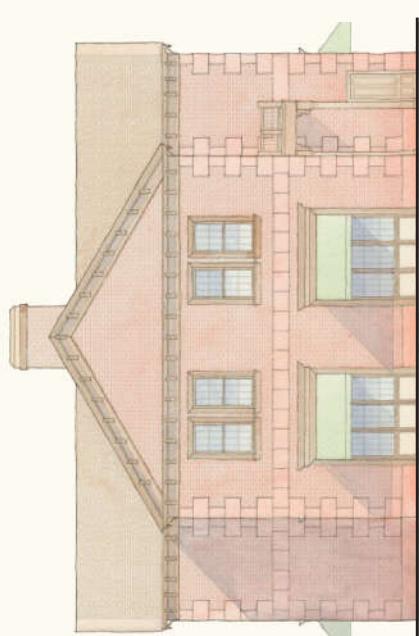
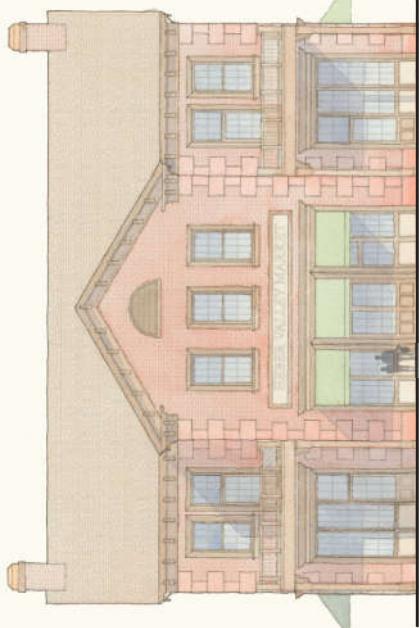


SCALE: 1/8" = 1'-0" 0 4' 8' 16'

KEY PLAN



MARKET ELEVATION AND PERSPECTIVE



Total SF: 15,042
Est. Cost: \$3,450,000
Cost per SF: \$229.36

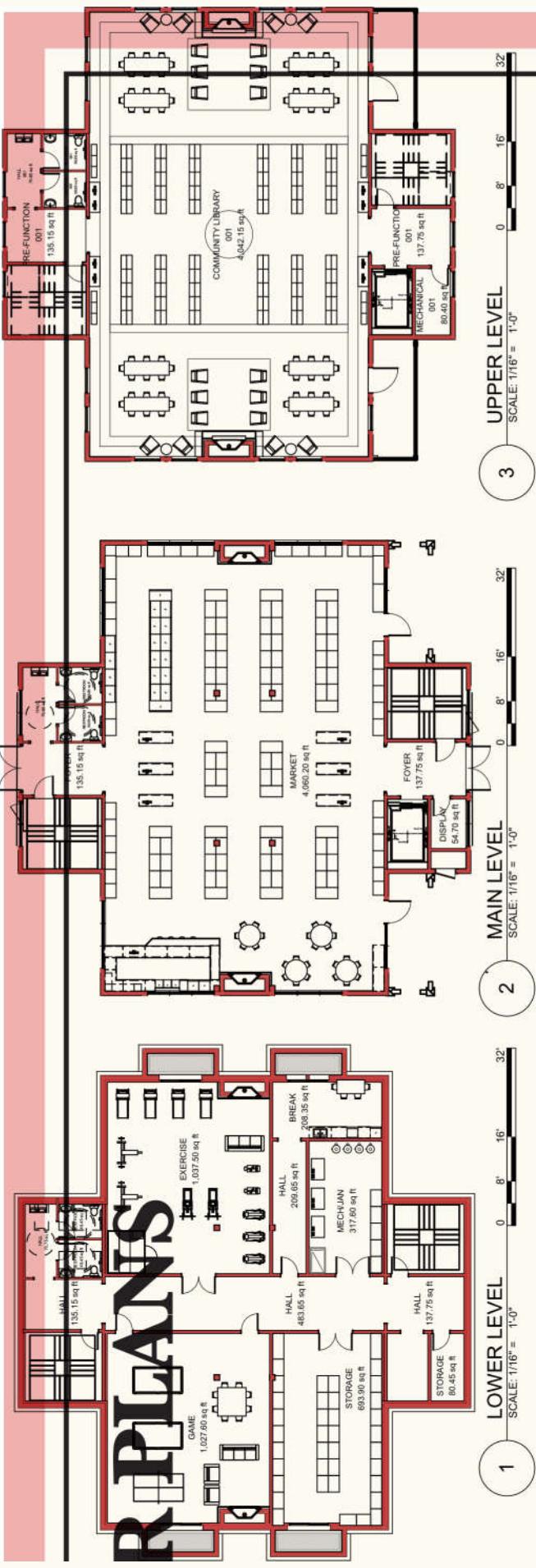
KEY PLAN



0 8' 16' 32'
SCALE: 1/16" = 1'-0"

MARKET FLOOR PLANS

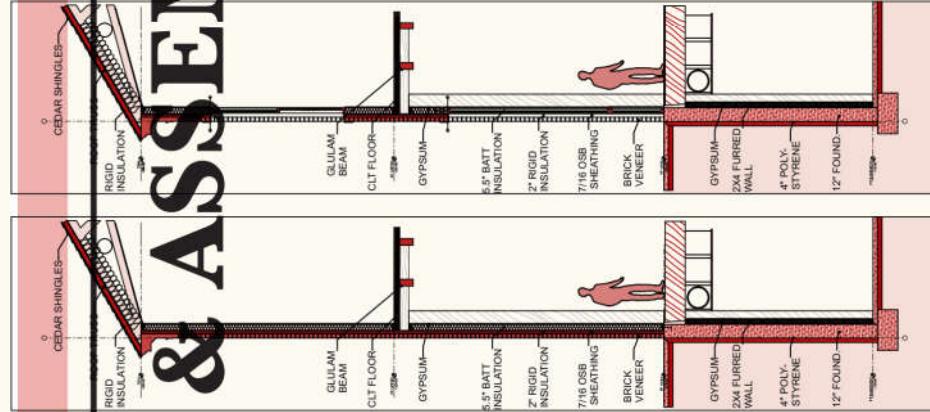
REPLANS



KEY PLAN

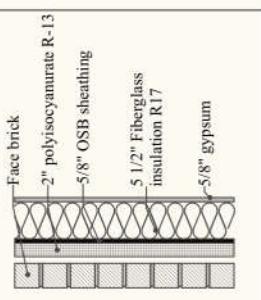


ASSEMBLIES



BUILDING SECTION 1

SCALE: 1/16" = 1'-0"



MASONRY + FRAMED WALL ASSEMBLY

SCALE: 3/4" = 1'

R-30

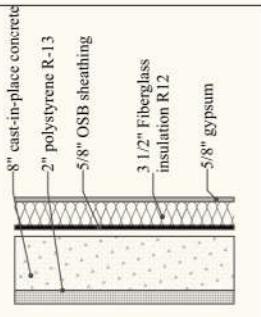
WALL SECTION

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

16'

8'

4'



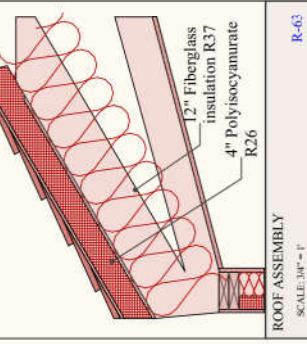
CAST-IN-PLACE CONCRETE WALL ASSEMBLY

SCALE: 3/4" = 1'

R-25

BUILDING SECTION A

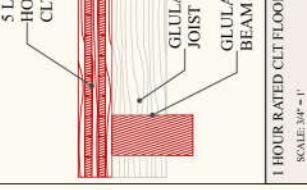
SCALE: 1/16" = 1'-0"



ROOF ASSEMBLY

SCALE: 3/4" = 1'

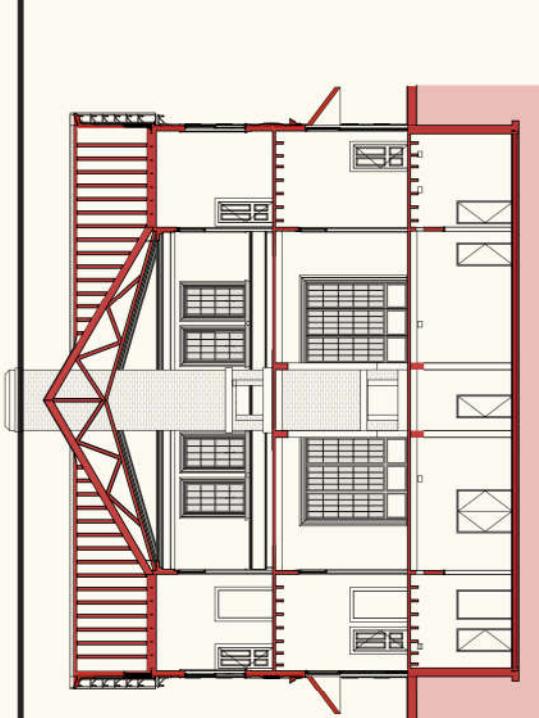
R-63



1 HOUR RATED CLT FLOOR

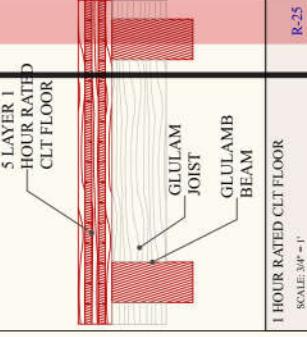
SCALE: 3/4" = 1'

R-25



BUILDING SECTION A

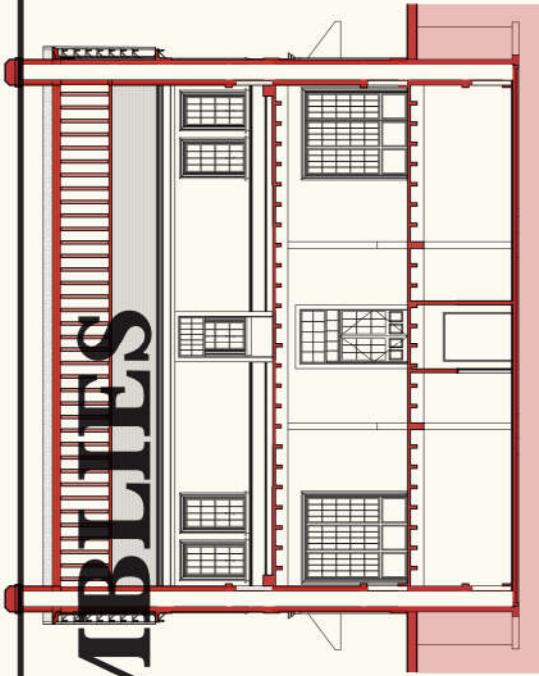
SCALE: 1/16" = 1'-0"



1 HOUR RATED CLT FLOOR

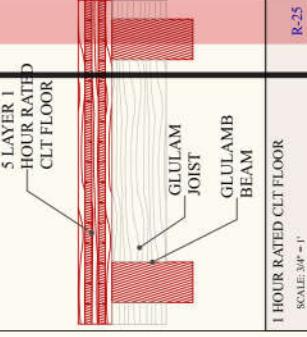
SCALE: 3/4" = 1'

R-25



BUILDING SECTION A

SCALE: 1/16" = 1'-0"

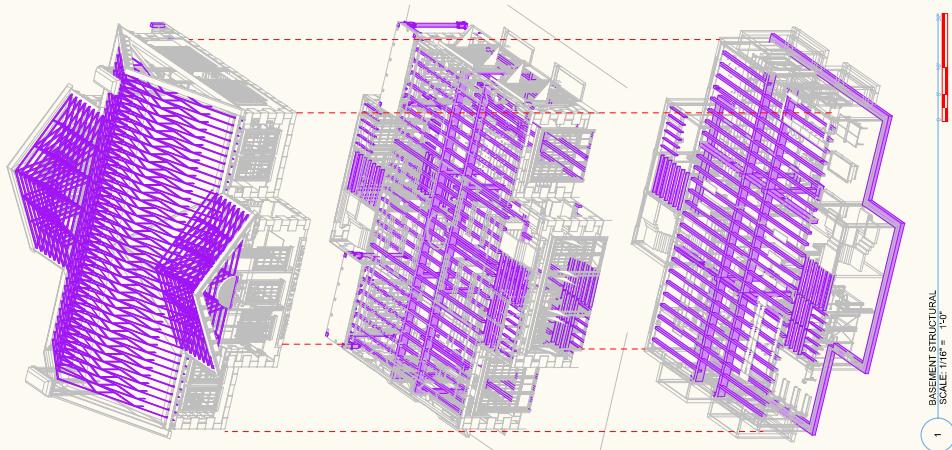
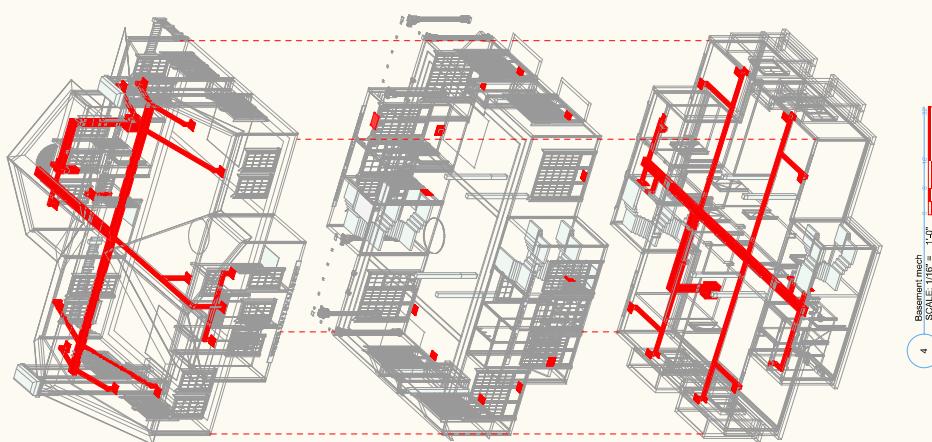
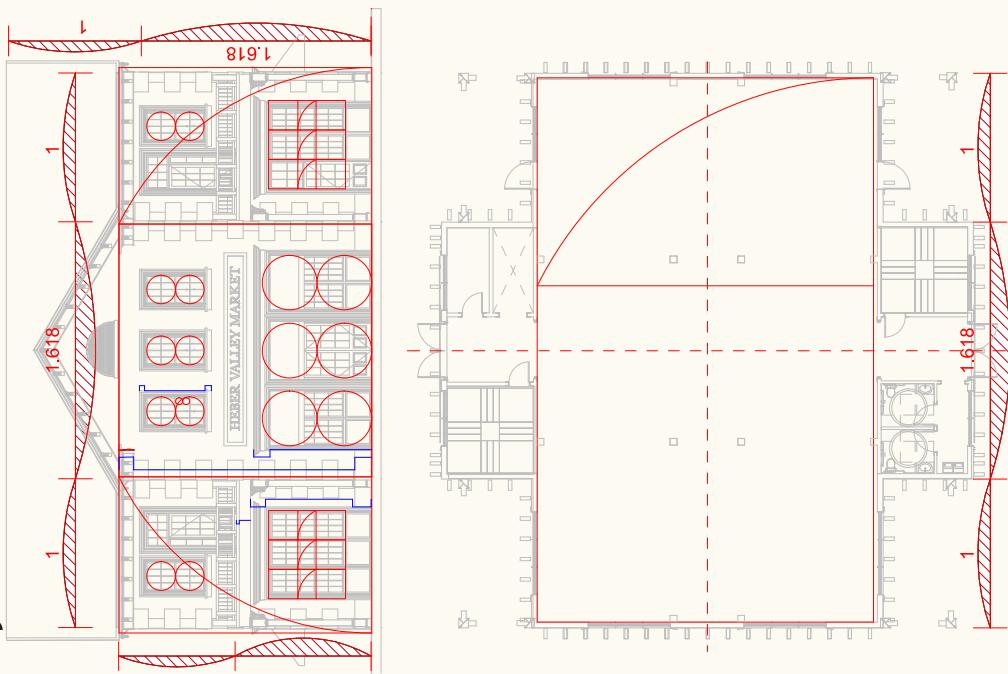


1 HOUR RATED CLT FLOOR

SCALE: 3/4" = 1'

R-25

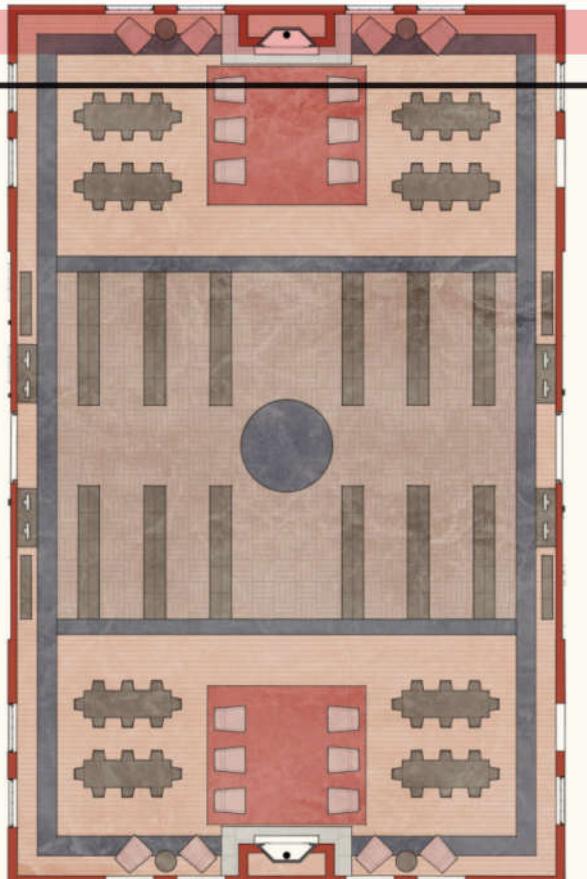
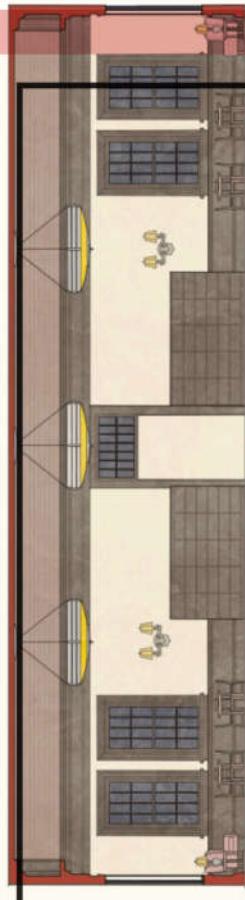
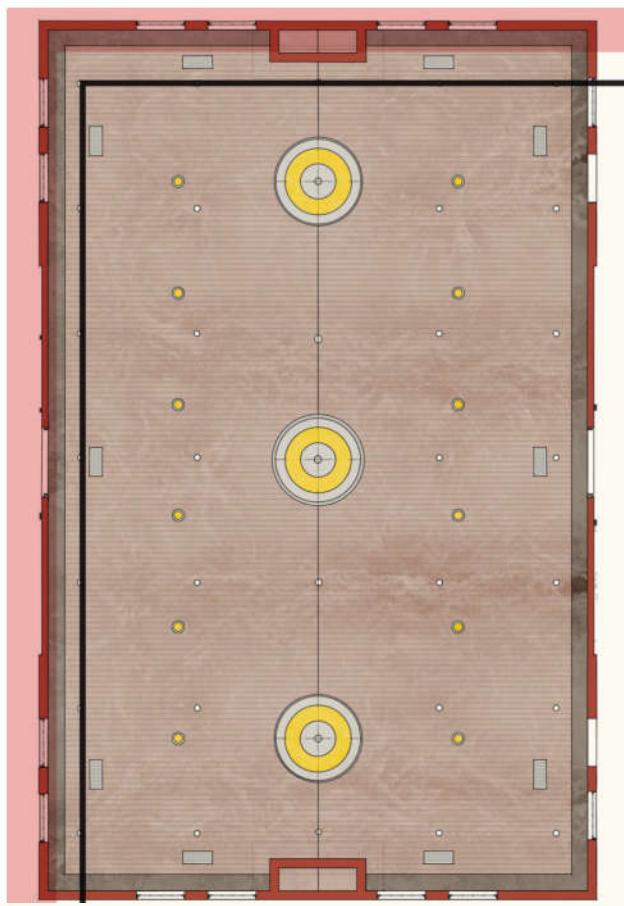
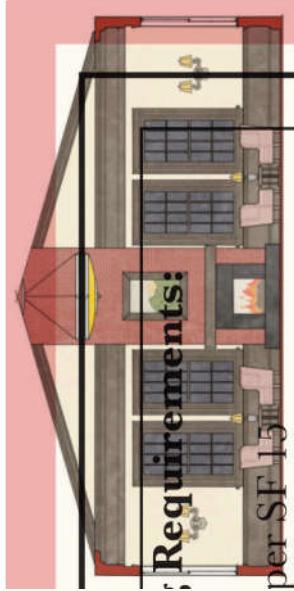
STRUCTURAL, MECHANICAL, & GEOMETRY



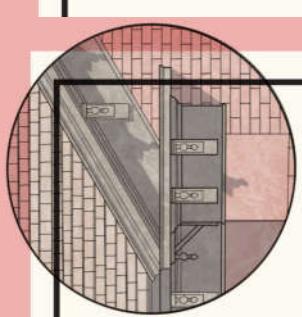
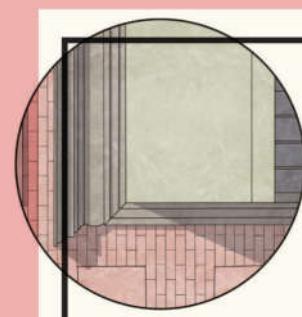
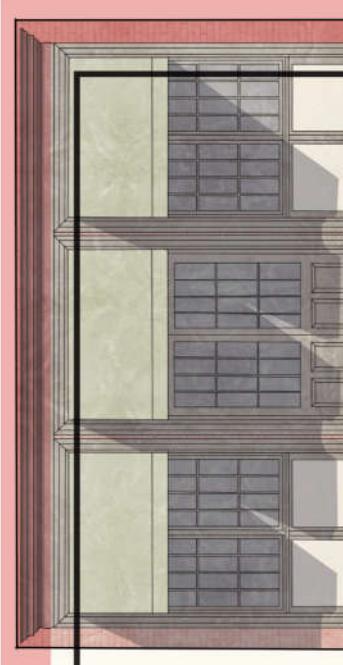
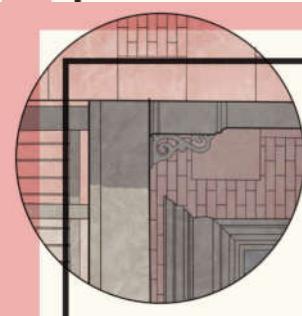
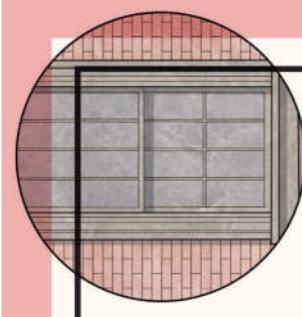
COMMUNITY LIBRARY INTERIORS

Lighting Requirements:

- Lumens per SF 15
- Square footage 4,042
- Required lumens 60,630
- Number of can lights 12
- Number of pendant lights 3
- Number of sconces 8
- Total fixture count 23
- Required lumens per fixture 2,636
- Provided lumens per fixture 3,000
- *Lamps for task lighting included but not factored into calculation



DETAILS AND INTERIOR PERSPECTIVES









Heber City Council Staff Report

MEETING DATE: 7/15/2025
SUBJECT: Plourde Annexation MDA Discussion
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Kasey Plourde approached the City in March 2024 to request annexation of parcel 07-7086 and associated MDA to construct an event venue that utilizes the views and natural beauty of the parcel while also preserving a majority of the 40.85-acre parcel as open space/trails. The City Council accepted the Annexation Petition on January 7th, 2025. Ms. Plourde received a positive recommendation from the Planning Commission on May 13th, 2025. She is now in the process of negotiating the terms of the MDA. The next step for this annexation will be a public hearing and ultimate acceptance or denial by the City Council.

RECOMMENDATION

At this time staff is seeking guidance on several aspects of the Master Development Agreement that will be approved with the Annexation.

BACKGROUND

The parcel in question is located in the northwest of the City, adjacent to HWY 32. Ms. Plourde purchased the property with the intent of annexing it into the city and developing an event venue that takes advantage of the unique terrain, while preserving the majority of the 40.85-acre parcel as open space.

Ms. Plourde has addressed many of the challenges associated with the property, including sewer and water service, fire suppression, access from Highway 32, parking, and zoning. The current proposal has been preliminarily reviewed by all relevant City Departments, the Jordanelle Special Service District (JSSD), and the Wasatch County Fire District. Moving forward, Ms. Plourde is seeking exceptions to certain sections of the municipal code to allow flexibility to work in the challenging terrain of the property.

DISCUSSION

Staff have been working with Ms. Plourde through many of the hurdles of this project. To date, the applicant has overcome the following challenges related to this project:

- 1. Water:** Facilities are located on the west side of the road, and Ms. Plourde intends to connect to municipal water with all necessary equipment.
- 2. Sewer:** Facilities are also located on the west side of the road; this project, if approved, would be fully connected to the sewer system.
- 3. Access from HWY 32:** UDOT limited access modification has been applied for, and is in process for approval.
- 4. Secondary Access on HWY 32:** An exception will likely be granted per the Fire Chief because UDOT only permits one access point.
- 5. Fire Sprinklers:** Not required per occupancy designation.
- 6. Fire Flow:** A Hydrant will be installed at the property entrance. Fire truck parking/turnaround within 150' of the building will be installed.
- 7. Permanent Restrooms:** Restrooms will be installed as per building code.
- 8. Power:** Power is accessible on the road. The Applicant will be responsible for all impact fees and line extension costs.
- 9. Widths & Grades for Driveway/Turnaround:** The Applicant will comply with all required fire widths, grades, and approved materials.

Multiple items remain to be addressed and will be included in the MDA. If this annexation is approved, the Mountain Community Zone is proposed as the zoning designation for this area to ensure consistency with the General Plan. The staff are requesting feedback on the following items to be included in the MDA with regard to zoning:

1. Staff intend to include building and site plans as a part of the MDA.

Staff are seeking the ability to include building design and site plans in the MDA for approval by the Council. Staff and the Applicant feel that by approving the site plan and building design as a part of the MDA, the project will be streamlined while also allowing for flexibility in the design that allows for minimum visual impact on the site.

2. Street frontage landscaping should be reduced. The The

Landscaping Code would require the applicant to landscape the full frontage of the property, nearly 3,000 ft. Instead, Staff is requesting that the applicant be required to install landscaping 20 ft. to either side of the main entrance, and 10 feet deep. Staff believe allowing decreased landscaping will decrease the impact on the overall site.

3. Event Centers will be added as a permitted use to the Mountain Community Zone

This change would take effect as part of the MDA and would affect this property only.

4. Land will be dedicated, where necessary, to accommodate a trail consistent with the area's master planned trail network.

5. Exemption is requested from a portion of the Sensitive Lands Code.

Currently, the Sensitive Lands Code does not allow any structure to be built on slopes greater than 30%. The Applicant will abide by this specification of the Code. The Code also requires the following: **"When lots contain areas of steep slopes, the buildable area shall be a minimum of 4000 square feet below 30% natural grade and with a minimum width and length of 50 ft."** The Applicant has a buildable area of 4000 square feet but is short of the 50-by-50-foot requirement. Ms. Plourde is requesting that this Code requirement not apply to this project. Even if this exception is granted, no structure will be built on slopes of more than 30% grade. A proposed deck may span areas of steep slope, but structures will all be placed on appropriate slopes.

6. Ms. Plourde is seeking a reduction in the required parking.

Current parking regulations require auditoriums, sports arenas, and places of assembly to provide one parking space per two people. Accordingly, this project would require 106 stalls for this facility based on the max occupancy of the structure, which is 212. This building will rarely, if ever, achieve the max occupancy. Ms. Plourde anticipates average attendance will be closer to 150. Ms. Plourde feels that 65 stalls are sufficient because the venue managers can limit the number of vehicles that park on site. This decreased parking count would also ease the impact on the site because a smaller parking lot could be built. The applicant intends to further decrease parking demand through the use of shuttles and venue policies to maintain a limited number of vehicles on site.

FISCAL IMPACT

N/A

CONCLUSION

In March 2024, Kasey Plourde initiated a request to annex parcel 07-7086 into the City to develop an event venue that embraces the property's natural terrain and preserves the majority of the 40.85-acre site as open space and trails. The City Council accepted the petition in January 2025, and the Planning Commission issued a positive recommendation in May. The Parcel, located northwest of the City adjacent to Highway 32, is intended to be zoned Mountain Community Zone upon annexation. The annexation process is now at the stage of public hearing and potential Council approval, with staff seeking direction on the terms of the associated Master Development Agreement (MDA).

Ms. Plourde has addressed several infrastructure and safety requirements, including municipal water and sewer access, fire suppression, access from Highway 32, and compliance with fire and building codes. Remaining issues to be incorporated into the MDA include design approvals, reduced landscaping along street frontage, limited parking, minor zoning modifications, and an exemption from a portion of the Sensitive Lands Code. Staff support these adjustments as they aim to balance development needs with preservation of the site's character and environmental constraints.

Staff are requesting feedback and direction from the Council on the items outlined above so that a complete and balanced MDA can be prepared for formal consideration.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. UDOT Trip Generation Study
2. Plourde Annexation City Council (WORK MEETING) (July 15th)

MEMORANDUM

Date: April 3, 2024

To: Utah Department of Transportation

From: Hales Engineering

Subject: Heber Harvest Moon Trip Generation Study



UT24-2732

Introduction

This memorandum discusses the trip generation study completed for the proposed event venue development in Heber City, Utah. A vicinity map of the proposed development is shown in Figure 1.

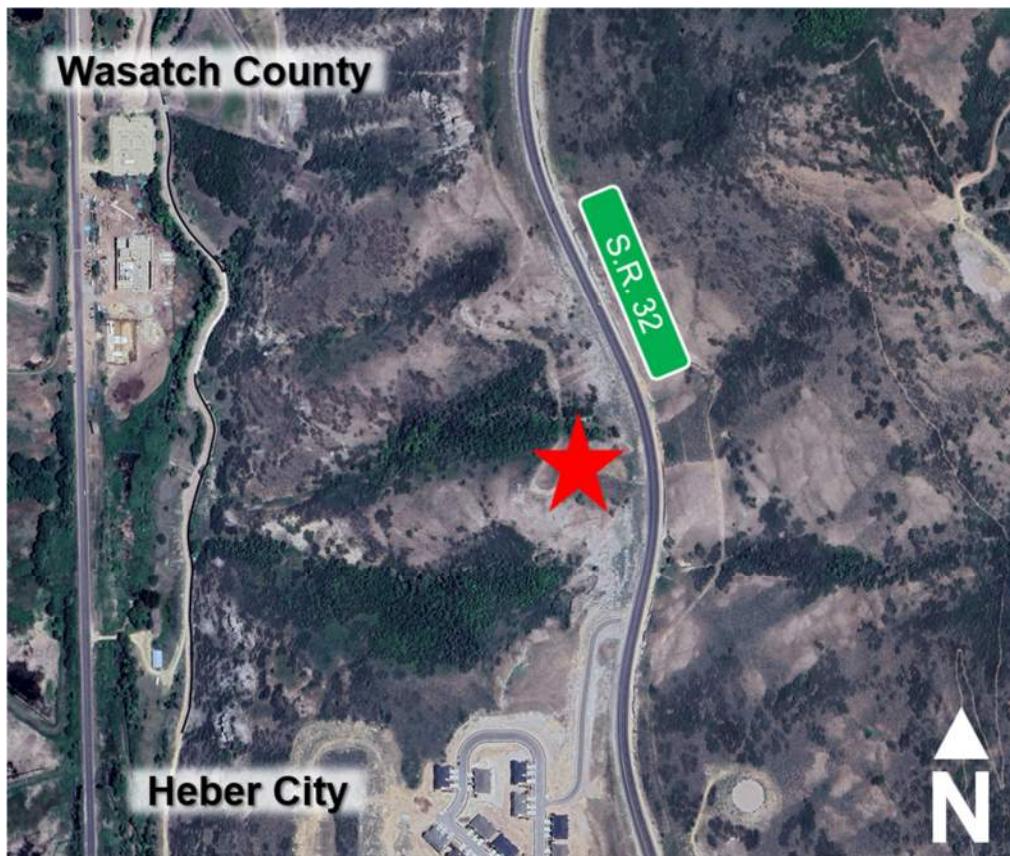


Figure 1: Vicinity map of the proposed development in Heber City, Utah

Background

The proposed development is located on the west side of S.R. 32 north of Woodsmere Road in Heber City, Utah. The project includes an event venue with 55 parking stalls. The venue will typically accommodate 100 to 150 guests but has the capacity to accommodate up to 200 guests. A site plan for the proposed development is included in Appendix A.

Trip Generation

To estimate the trip generation for the proposed development, Hales Engineering analyzed data from comparable event venues in the Wasatch back. For events with high attendance, it is common for out-of-town visitors to take motorcoach shuttles from hotels and resorts in the area. Most large events have a combination of guests arriving on a shuttle and guests who take their own vehicle. For the purposes of this study, it was assumed that an average of two guests travel in each personal vehicle. It is also anticipated that an average of 10 vehicles from vendors will access the site. However, it was assumed that these vehicles will access the site outside the entering peak hour, before the majority of guests will arrive.

Trip generation for the proposed project is included in Table 1. This represents a typical event with high attendance from River Bottom Ranch in Midway, Utah in 2023, where the guest arrival data was obtained from the client. A guest count of 150 was used rather than the capacity of 200 as this represents a conservatively high typical volume. As shown in Table 1, it is anticipated that the proposed development will generate approximately 26 trips during the entering peak hour, which is likely after the peak hour of the adjacent street.

Table 1: Trip Generation

Trip Generation						
Heber - Harvest Moon Trip Generation Study						
Vehicle Type	# of Guests	# of Vehicles	Trip Generation	New Trips		
			Total Vehicles	In	Out	Total
PM Peak Hour						
Motor Coaches	105	3	3	3	0	3
Personal Vehicles	45	23	23	23	0	23
TOTAL			26	26	0	26

SOURCE: Hales Engineering, April 2024

Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions.

Existing travel patterns observed during data collection also provide helpful guidance to establishing these distribution percentages, especially near the site. The resulting distribution of project generated trips during the peak hour is shown in Table 2.

Table 2: Trip Distribution

Direction	% To/From Project
North	10%
South	90%

These trip distribution assumptions were used to assign the evening peak hour trip generation at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 2

Auxiliary Lanes

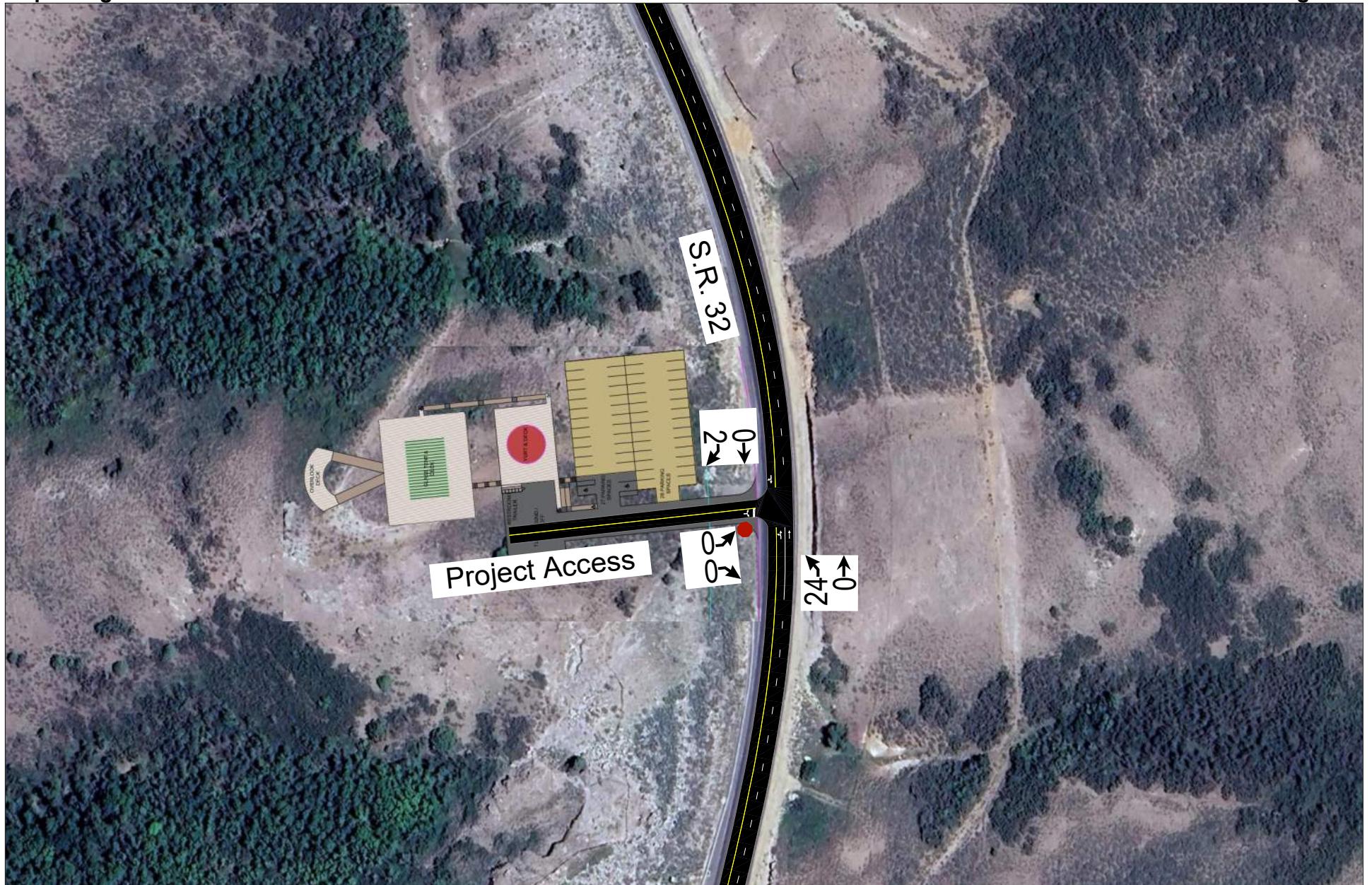
Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough.

UDOT Administrative Rule R930-6 outlines minimum peak hour turn volumes to warrant auxiliary lanes on UDOT roadways. The following are the minimum requirements for these lanes on S.R. 32 (Access Category 4):

- Left-turn Deceleration (Ingress): 10 left-turn vehicles per hour
- Left-turn Acceleration (Egress): Is there a safety benefit?
- Right-turn Deceleration (Ingress): 25 right-turn vehicles per hour
- Right-turn Acceleration (Egress): 50 right-turn vehicles per hour

Based on these guidelines and the anticipated project traffic, no auxiliary lanes are recommended.

On occasion, events larger than 150 guests may increase the number of trips entering the site in the evening peak hour. In these cases, it is recommended that venues encourage more guests to use shuttle service.



Conclusions

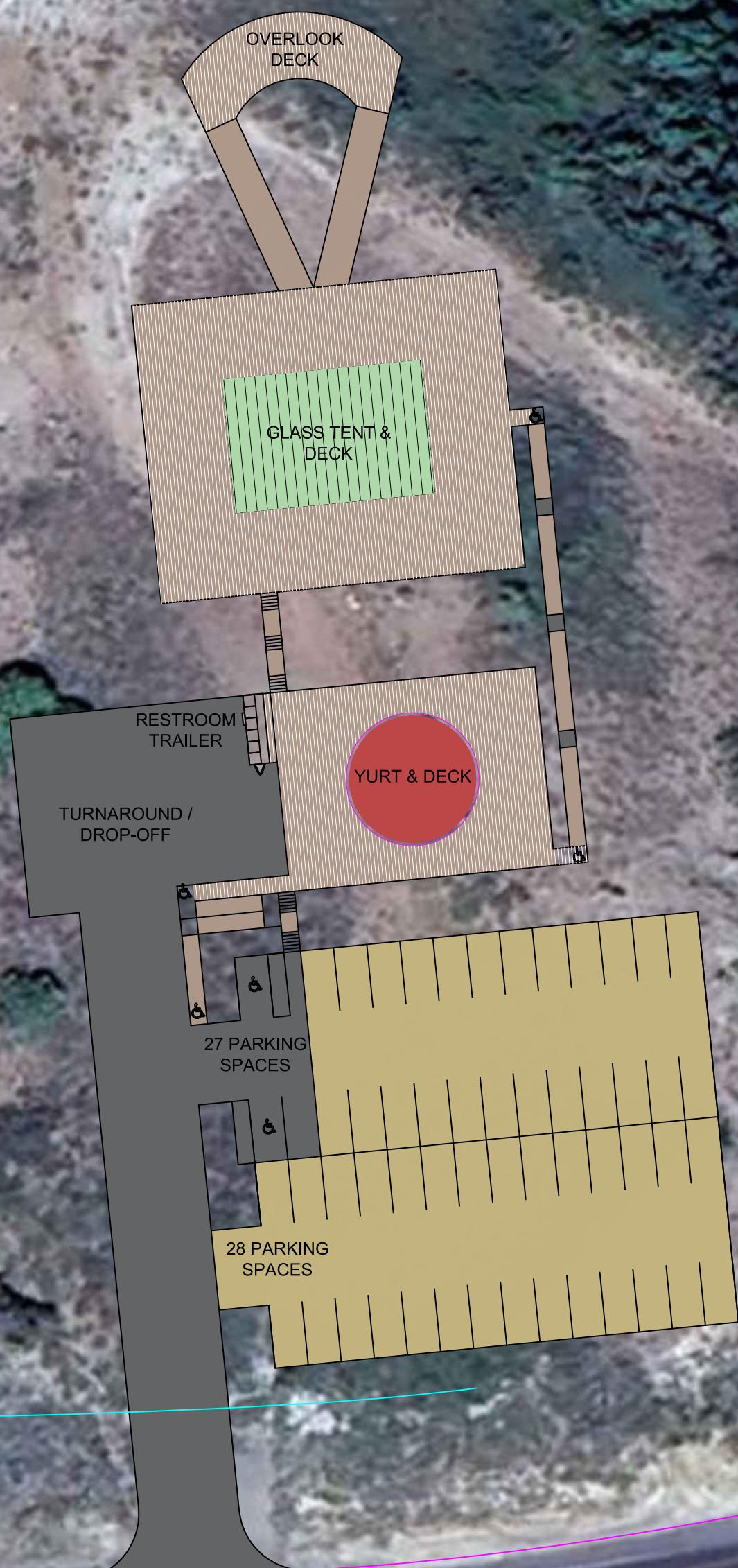
The findings of this study are as follows:

- The proposed development includes an events venue that typically entertains 100 to 150 guests, with capacity to have up to 200 guests. It is anticipated that the project will have one access on S.R. 32.
- It is anticipated that a typical large event will generate approximately 26 trips during the evening peak hour.
- **No auxiliary lanes are recommended.**
- If events are anticipated to have more than 150 guests, it is recommended that the venue encourage more guests to use the shuttle service.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Site Plan



PLAN
NORTH

MARCH 2024

OPTION 1

0 10 20 40
11x17 PLOT 1" = 40'

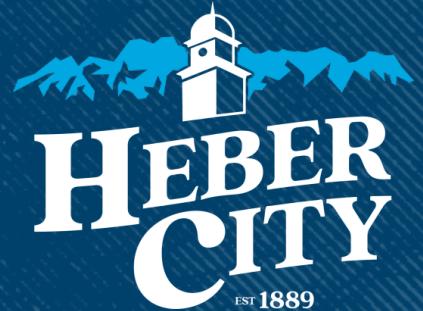
HME AT THE OVERLOOK
HEBER CITY ,UT

Image © 2024 Airbus

 **RMS**
ARCHITECTURE

P.O. BOX 980055
PARK CITY, UT 84098-0055
PHONE: (435) 901-0907
rmsarchitectsllc.com
Page 41 of 91

HEART OF THE WASATCH BACK



Plourde Annexation

City Council Work Meeting

Date: 7/15/2025



Summary

- Ms. Plourde submitted an annexation Petition for the annexation of parcel 07-7086 to facilitate the construction of an event venue that works with the challenging topography of the parcel and maximizes the views from the parcel.
- The Annexation Petition was accepted by the City Council on January 7th , 2025
- The Planning Commission Recommended Approval of the Annexation Application on May 13, 2025

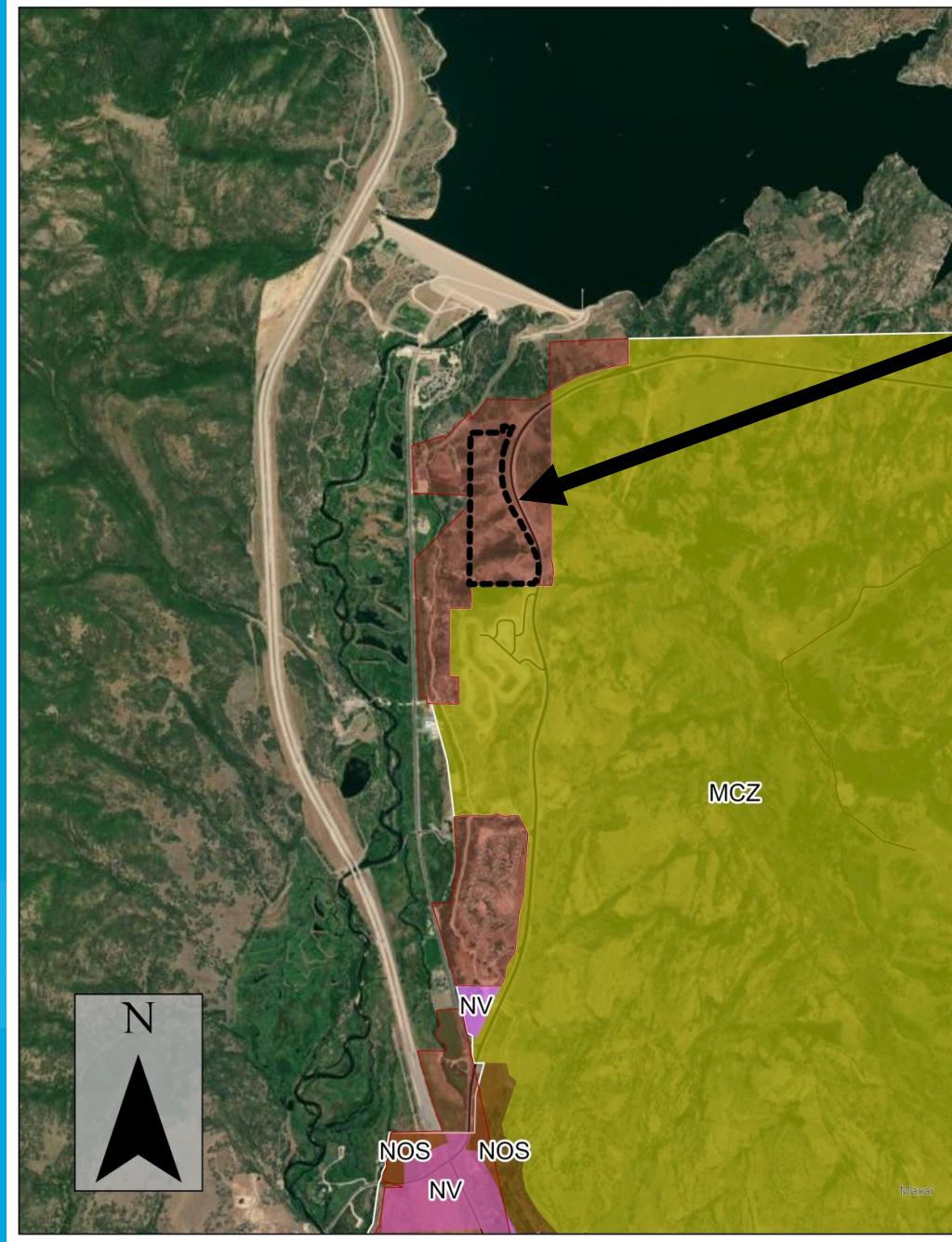
Planning Commission Recommendation

- The Planning Commission recommended approval on May 13th 2025.
- The motion included the following:
 - The event site be 8 acres
 - The sellable parcel be compliant with the Zone
 - The remainder of the property be placed in a conservation easement
- The motion passed
- The Property Owner has since removed the sellable parcel due to slope constraints of the site.

Policy Questions

- At this time Staff is requesting guidance on the MDA from the City Council

Area Map

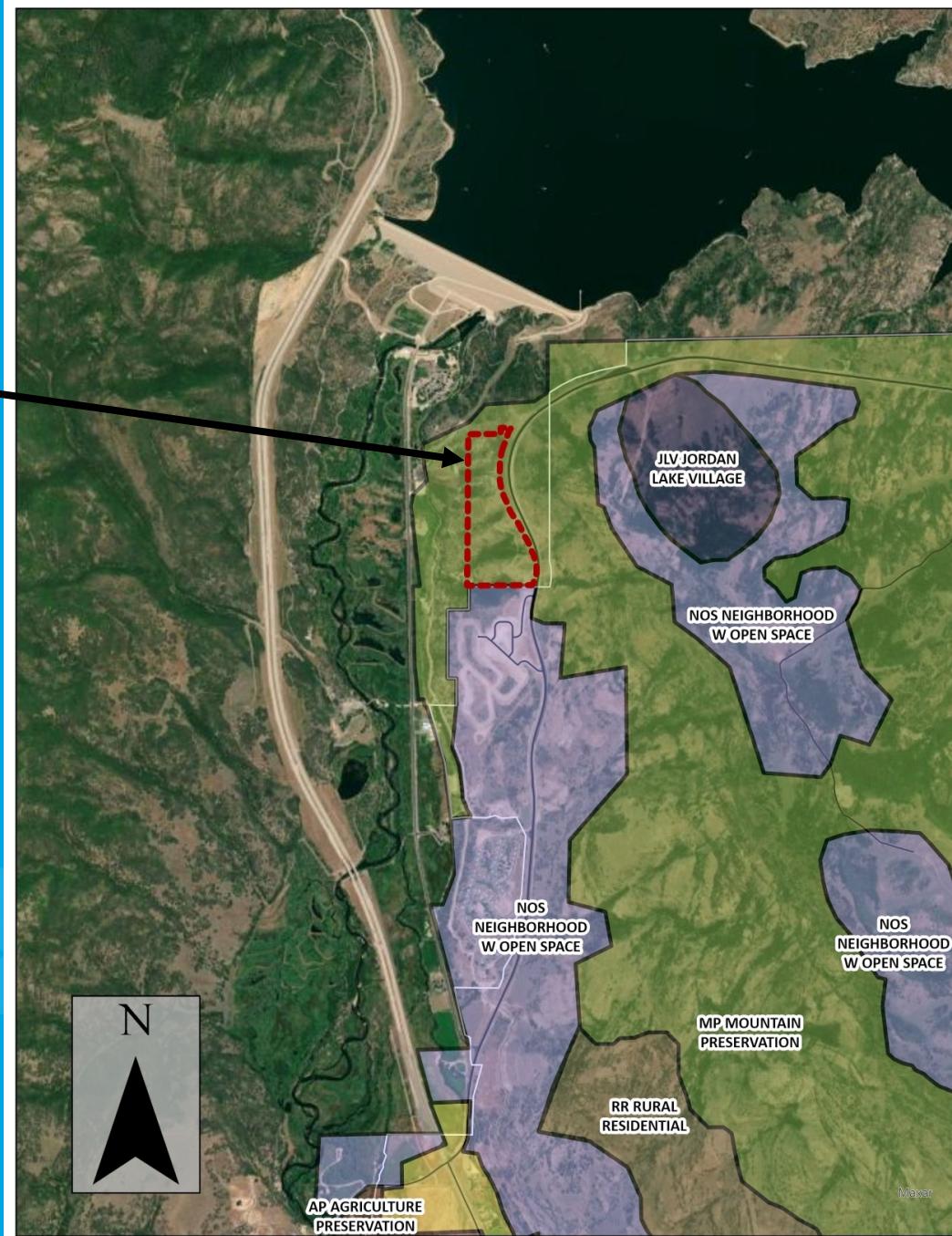


Plourde Annexation
Parcel 07-7086

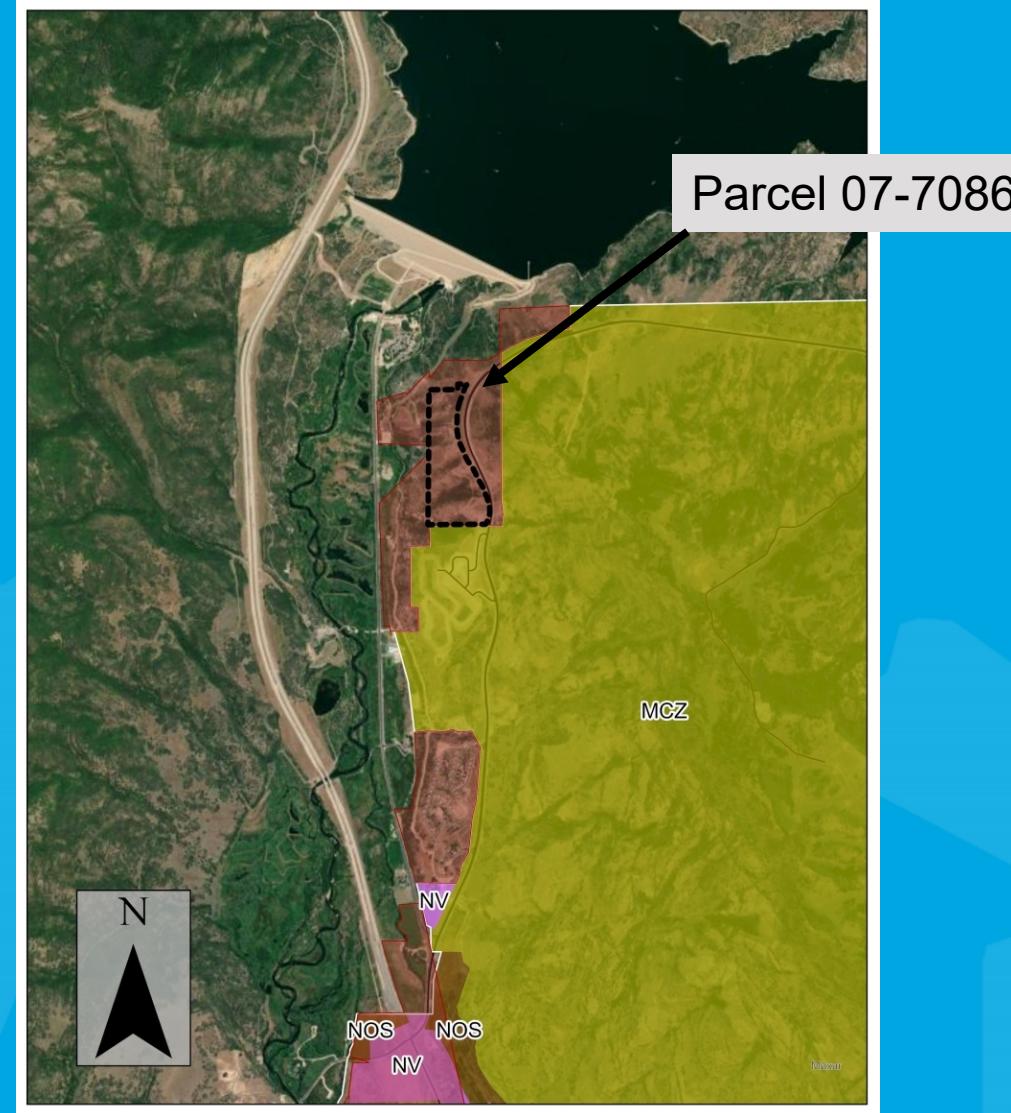
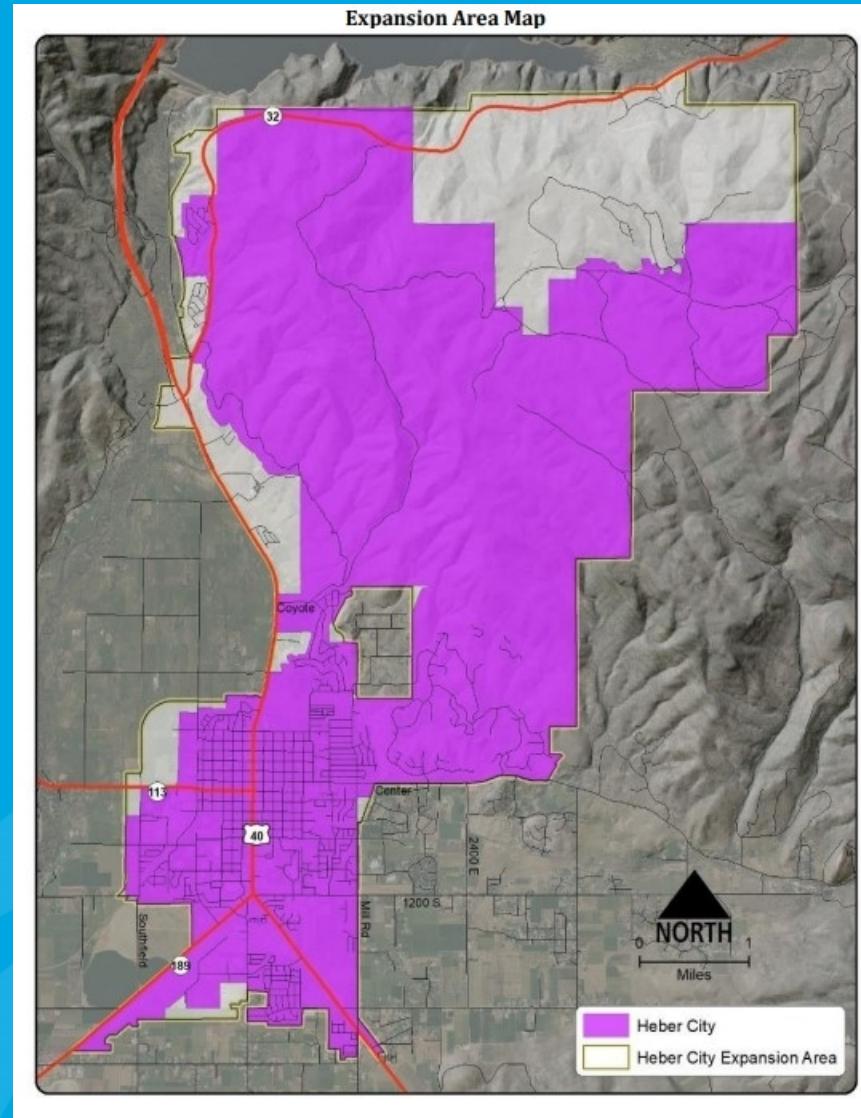
Future Land Use Designation

Parcel in Question.

General Plan Designation:
Mountain Preservation



Annexation Policy Plan



Challenges and Solutions

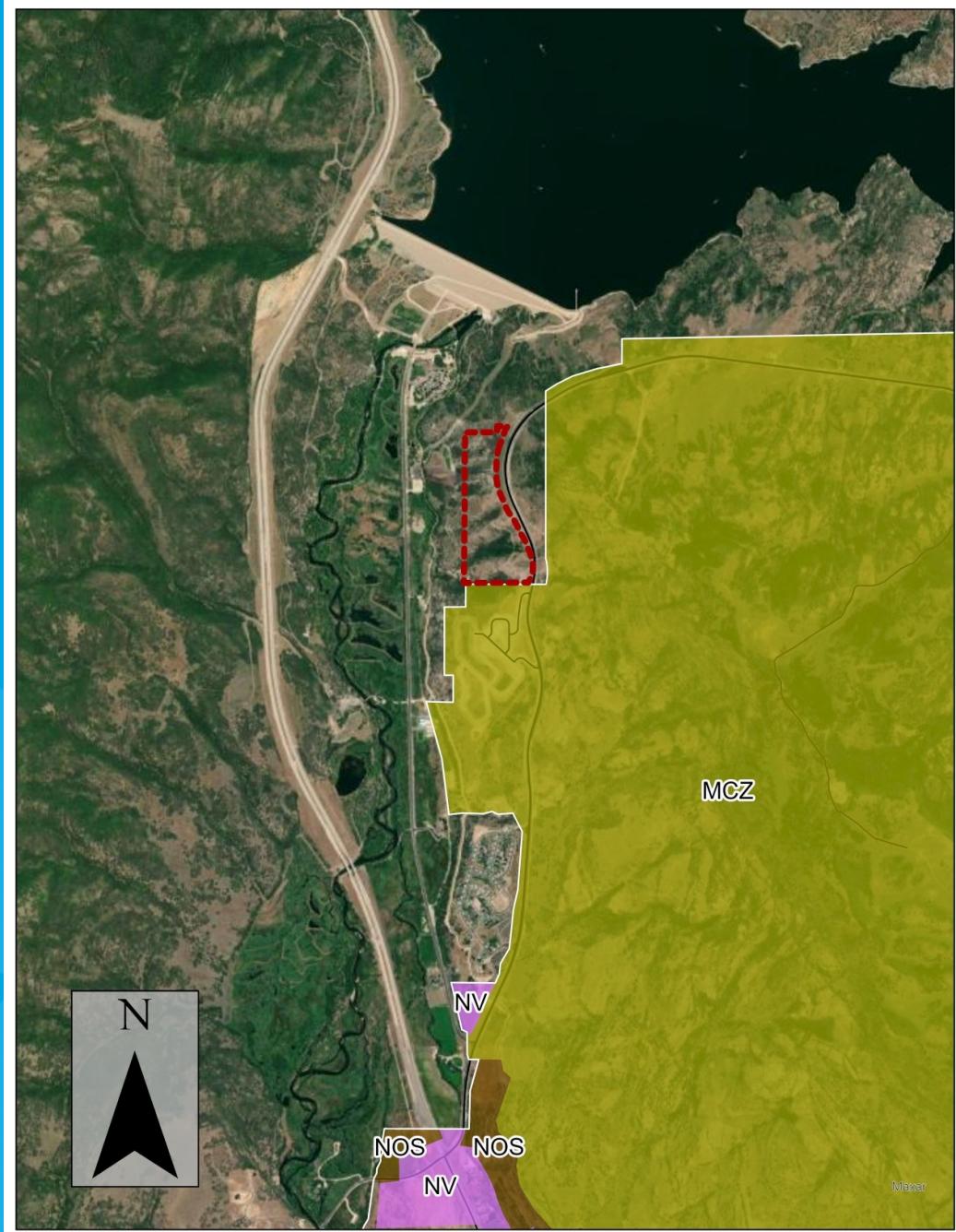
Concerns	Department	How we've addressed
Water	Building/JSSD	Originally, we thought water was located across highway. Now we've learned it is on our side of the road. Will connect per their requirements with pressure reducing mechanisms. Will purchase water share amount per JSSD calculations: .68 acre feet.
Sewer	Building/JSSD	Will connect to sewer on Hwy 32 (located on our side of the highway). Will use ejector pump as they've specified.
Access from Hwy 32	UDOT	UDOT limited access modification applied for and in process for approval
Secondary Access on Hwy 32	Fire	Exception likely to be granted per Fire Chief since UDOT is only permitting one access point.
Fire sprinklers	Fire	Not required per occupancy designation
Fire flow	Fire	Hydrant will be installed at property entrance. Fire truck parking/turnaround within 150' of the building.
Sensitive Lands Ordinance	Engineering	We are complying with SLO specifications, not building structures on slopes greater than 30%. See further detailed information below.
Permanent Restrooms	Building	We will have permanent restrooms as required by International Building Code

Power	Heber Light & Power	Power is accessible on the road. We will be responsible for all impact fees and line extension costs.
Widths & Grades for Driveway/Turnaround	Fire	We will comply with all required fire widths, grades, and approved materials (road base)

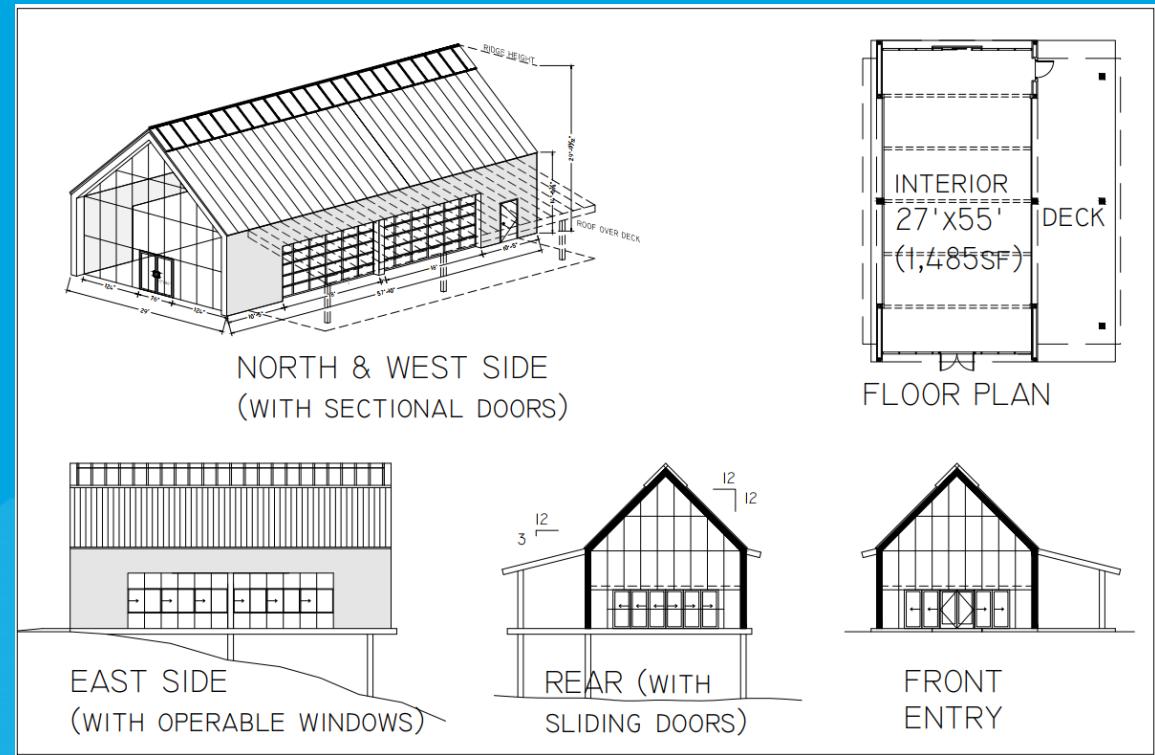
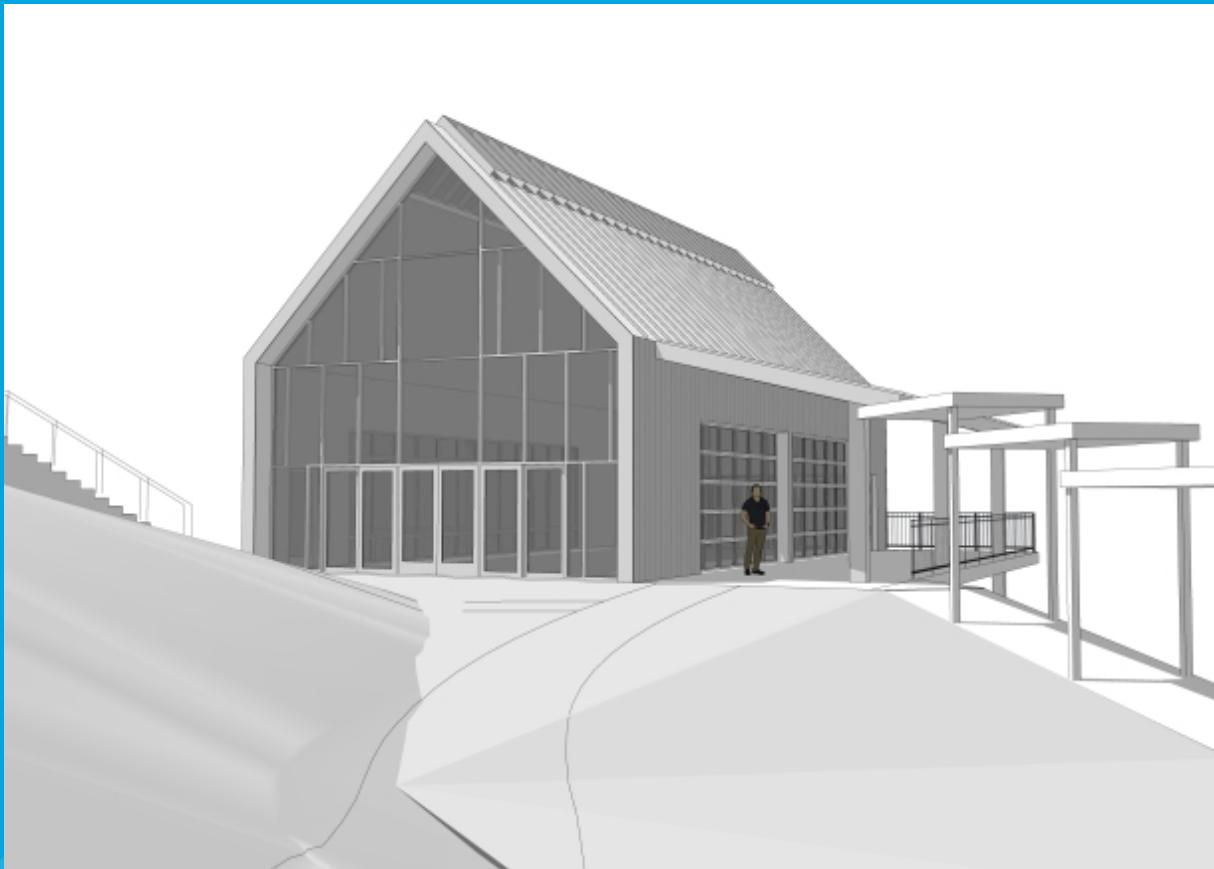
Zoning

The property will be zoned Mountain Community Zone (MCZ) with the following adjustments outlined in the MDA:

1. Future building and site plans will be included in the annexation process and will be subject to approval by the City Council.
2. Street frontage landscaping will be required only on 20 feet of each side of the main access point, extending 10 feet back from the property line.
3. Event Centers will be added as a permitted use, as outlined in the Master Development Agreement (MDA).
4. Land will be dedicated, where necessary, to accommodate a trail consistent with the area's master planned trail network.
5. Provisions will be added for the possible construction of a caretaker dwelling at the site of the event center
6. Exemption from 50' x 50' buildable area requirement requested from the steep slopes portion of 18.67.010 (F)(1)
7. Provisions for Reduced Parking requirements
8. 8 Acres of the site will be utilized by the event center, the remainder will be placed in a conservation easement.



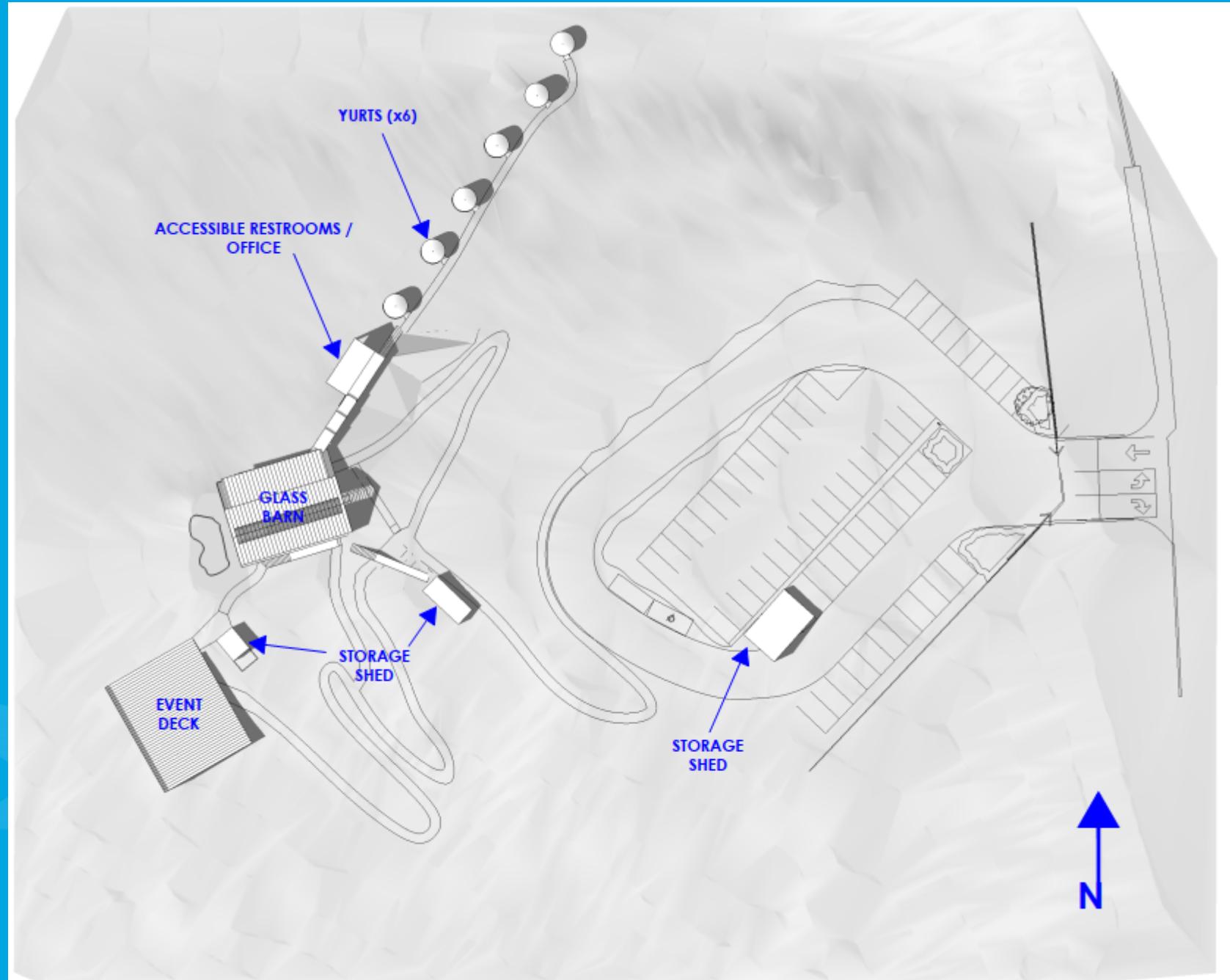
Building Design



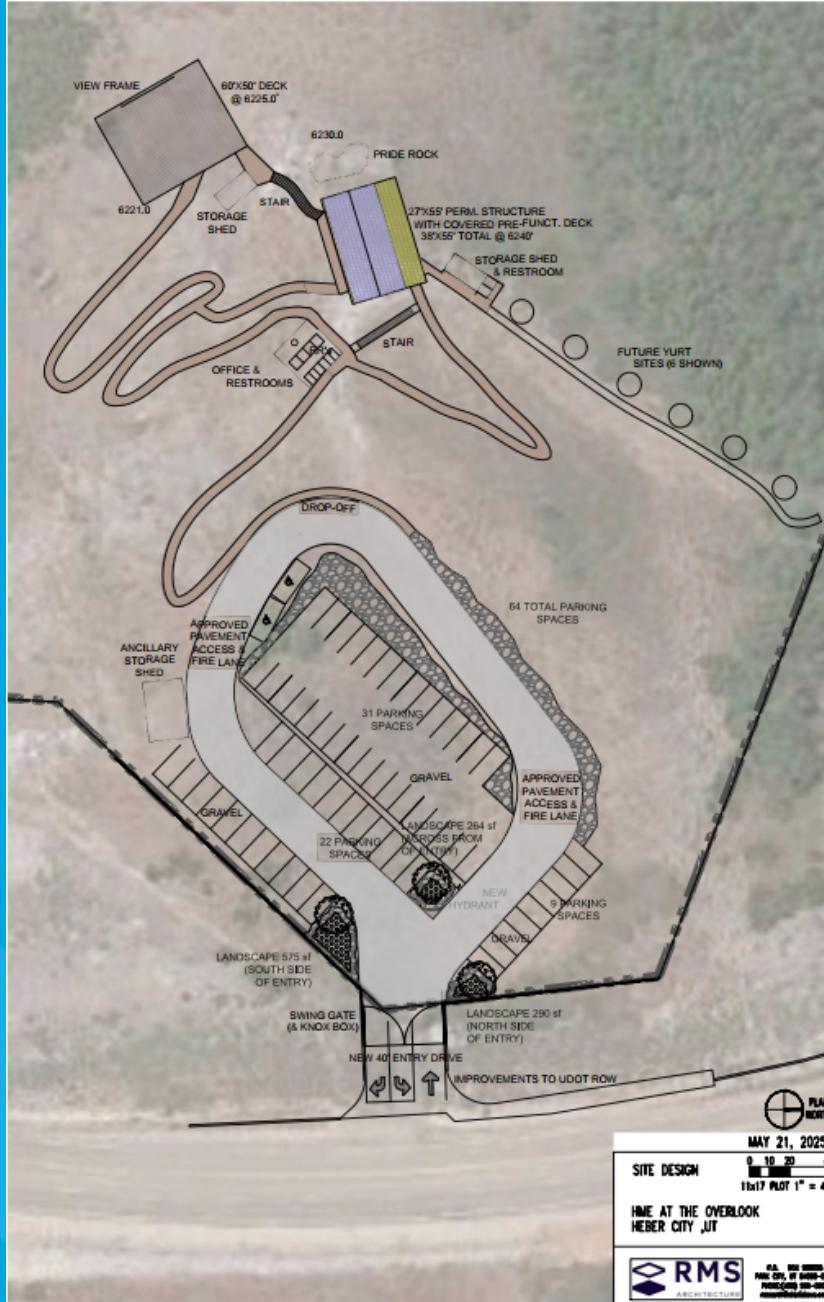
Materials



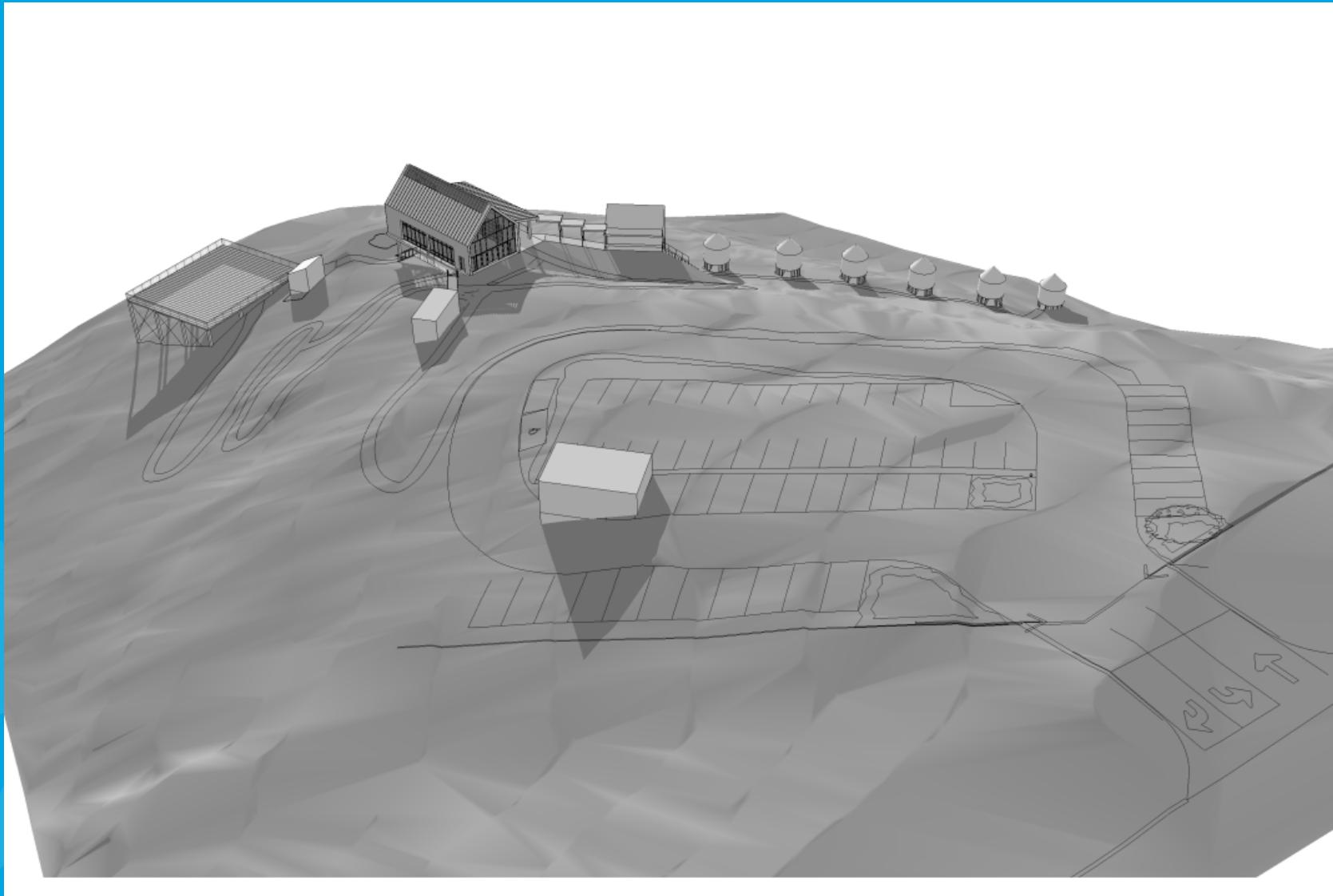
Site Design



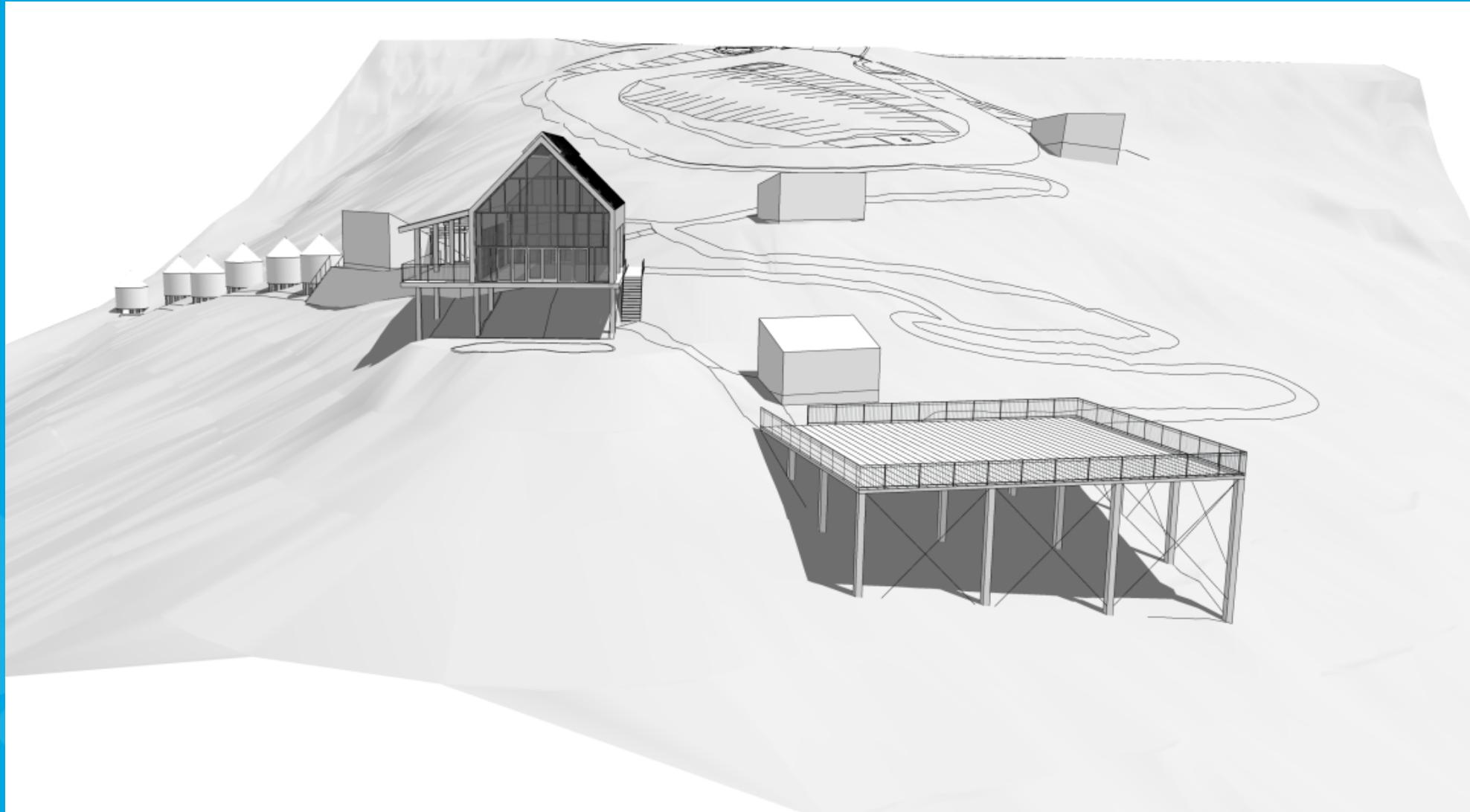
Site Design



Site Design



Site Design



Sensitive Lands Ordinance

18.67.010 Sensitive Lands, Hazards, And Agricultural Land Notification (F)(1)

1. Steep slopes: Identify areas with average slopes ranging from 10% to 20%, from 20% to 30%, and over 30%. Natural slopes over 30% grade are considered to be Steep Slopes and shall be identified on a Topographic Map (2' contours) of the project site. **Residential and commercial structures are prohibited in areas with natural slopes greater than 30%, but such areas may be included within a lot boundary or used as open space (private or public.) When lots contain areas of steep slopes, the buildable area shall be a minimum of 4000 square feet below 30% natural grade and with a minimum width and length of 50 feet.** Non-buildable steep slope areas of lots shall be identified on preliminary and final subdivision plats, with such information transferred to individual site plans. Roads, driveways, and trails are permitted to be built across natural slopes greater than 30% with approved geotechnical reports and engineering design addressing slope stability, retaining walls, and erosion prevention. Erosion control measures shall be installed to prevent materials flowing out onto adjacent trails, sidewalks and streets, adjacent fences and sensitive lands buffer areas.

Sensitive Lands Ordinance

Request:

The applicant is requesting an exemption from the required 50 foot by 50 foot buildable area.

The applicant has well over the required 4,000 square feet below 30% natural grade. (53,500 square feet)

The applicant has no plans to build on slopes greater than 30%.

An exemption to the requirement will allow greater site flexibility and thus further the preservation of the site.



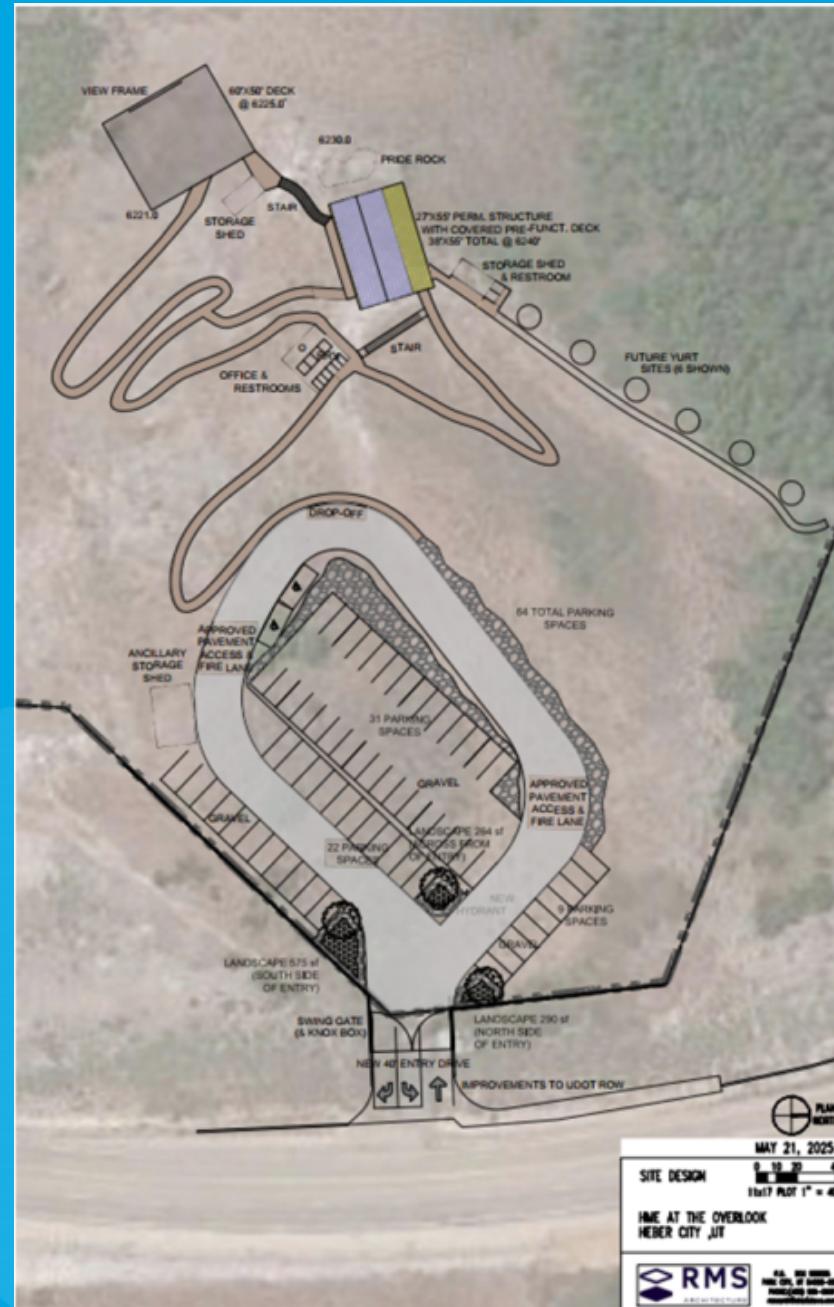
Parking Provisions

Current Zoning requires all auditoriums, sports arenas and places of assembly to have one parking space per two people.

Ms. Plourde's facility is designed to a capacity of 212 which would require 106 stalls

Presently, Ms. Plourde's plan provides 65 stalls on site. The applicant has provided details as to why this is sufficient including the following:

1. Most events will be destination type events and will utilize shuttles.
2. The property managers have the ability to restrict group sizes based on parking availability.
3. Very few events will have more than 150 attendees.



Applicant Parking Analysis

Wedding Venue Parking Analysis Weddings & Private Events Coordinated by Harvest Moon Events at Similar (Non-Resort/Hotel) Venues // 2022-Present

Name	Date	Location	Number of Guests	Shuttle v Drive	Shuttle Details	Estimated Number of Guest Vehicles	Estimated Number of Vendor/Staff Vehicles	Shuttle Pickup Location if Applicable	Parking Lot Specifics
Tiffany Schalff Wedding	2/11/22	River Bottom's Ranch	85	Shuttle	Holladay Motor Coaches	2	15-20	Sheraton PC	Dirt/gravel lot
Khan Wedding	3/12/22	River Bottom's Ranch	125	Shuttle	Snow Country Motor Coaches	2	15-20	Peaks Hotel PC	Dirt/gravel lot
Ayers Tumpowsky	5/21/22	4U Ranch	100	Shuttle	Snow Country Motor Coaches	4	10-15	Sheraton PC	Dirt/gravel lot
Wiborg Fletcher Wedding	6/4/22	Kimball Terrace	120	Shuttle	Exclusive Excursions Mini Coaches	0	5-10	Main Street PC	Street Parking or China Bridge
Carson Wedding	7/2/22	Private Ranch	170	Shuttle	Four Seasons Motor Coaches	10	20	PC various hotels	Dirt/gravel lot
Warshauer Wedding	7/9/22	Tuhaye	180	Shuttle	The Driver Provider Coaches	3	20-25	Empire Pass	Paved lot
Pyros Dzigan Wedding	8/6/22	River Bottom's Ranch	115	Shuttle	The Driver Provider Coaches	2	15-20	Double Tree & Peaks	Dirt/gravel lot
Frank Panushka	3/18/23	River Bottom's Ranch	140	Shuttle/Drive	Snow Country Motor Coaches	40	15-20	Kimball Junction	Dirt/gravel lot
Sulistyo Wedding	6/17/23	River Bottom's Ranch	180	Shuttle	The Driver Provider Coaches	5	15-20	Hotel PC & Peaks	Dirt/gravel lot
Newhall Heiner Wedding	7/8/23	Rice Eccles Stadium	160	Shuttle/Drive	Ubers and self-drove	55	15-20	n/a	Paved lot
Evercore Corporate Dinner	2/29/24	Riverhorse Park City	60	Shuttle	Snow Country Motor Coaches	0	5-10	Stein Erikson	Street Parking or China Bridge
Gozney Corporate Luncheon	8/22/24	Provo River Park	40	Shuttle	Snow Country Vans	0	5	Corporate Office	Limited Park parking
Roberts Miller Wedding	10/5/24	Town Lift Bridge PC	120	Shuttle/Drive	Guests took Ubers, Public Transport, Walked, or Self-Drove	25-30	5-10	n/a	Street Parking or China Bridge
Sundance Event	1/24/25	Riverhorse Park City	150	Shuttle/Drive	Public Transport & Ubers	0	0	n/a	Sundance - no parking allowed - shuttle only
Evercore Corporate Dinner	2/26/25	Riverhorse Park City	60	Shuttle	Snow Country Motor Coaches	0	5-10	Stein Erikson	Street Parking or China Bridge

General Notes:

This sample includes venues that are most similar to The Glass Barn: stand-alone, non-resort/hotel venues. It also includes events that are most similar to the style of events we'll be facilitating: destination weddings and rehearsals dinners, private corporate dinners, etc.

We anticipate most guests to arrive via shuttles from nearby lodging facilities.

Local drive-in events will also be welcome, but guest count will be limited to what our parking lot can hold. Since we will be managing the event, we can regulate the number of vehicles that will be permitted on site and/or require shuttles that pickup/drop off from lodging locations or Park & Ride lots.

Most events will have 10-20 vendor vehicles.

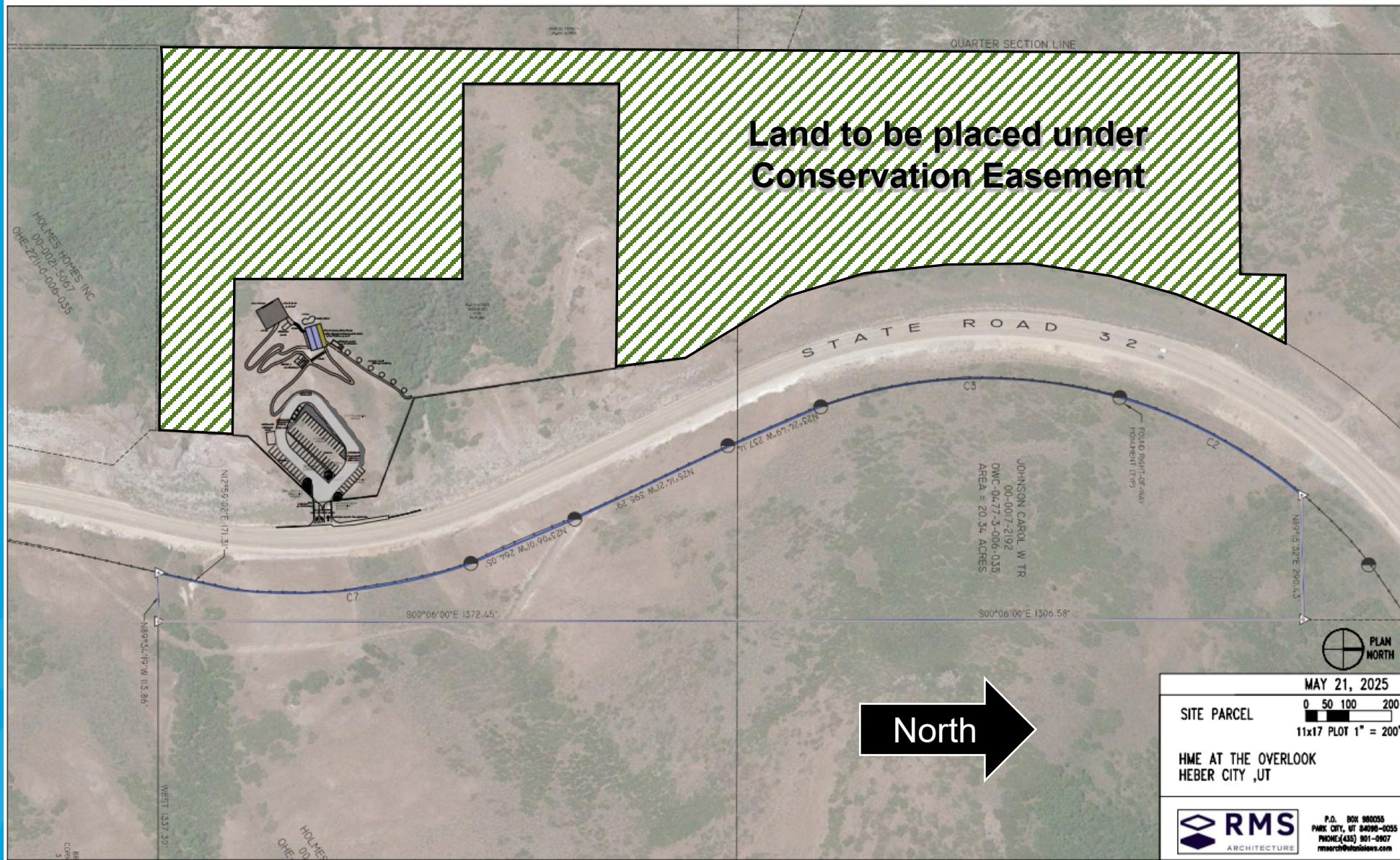
Most events will have a few guest vehicles for those not on shuttles (VIPs, early arrivals, ADA access, etc.).

Most events will be fewer than 125 guests.

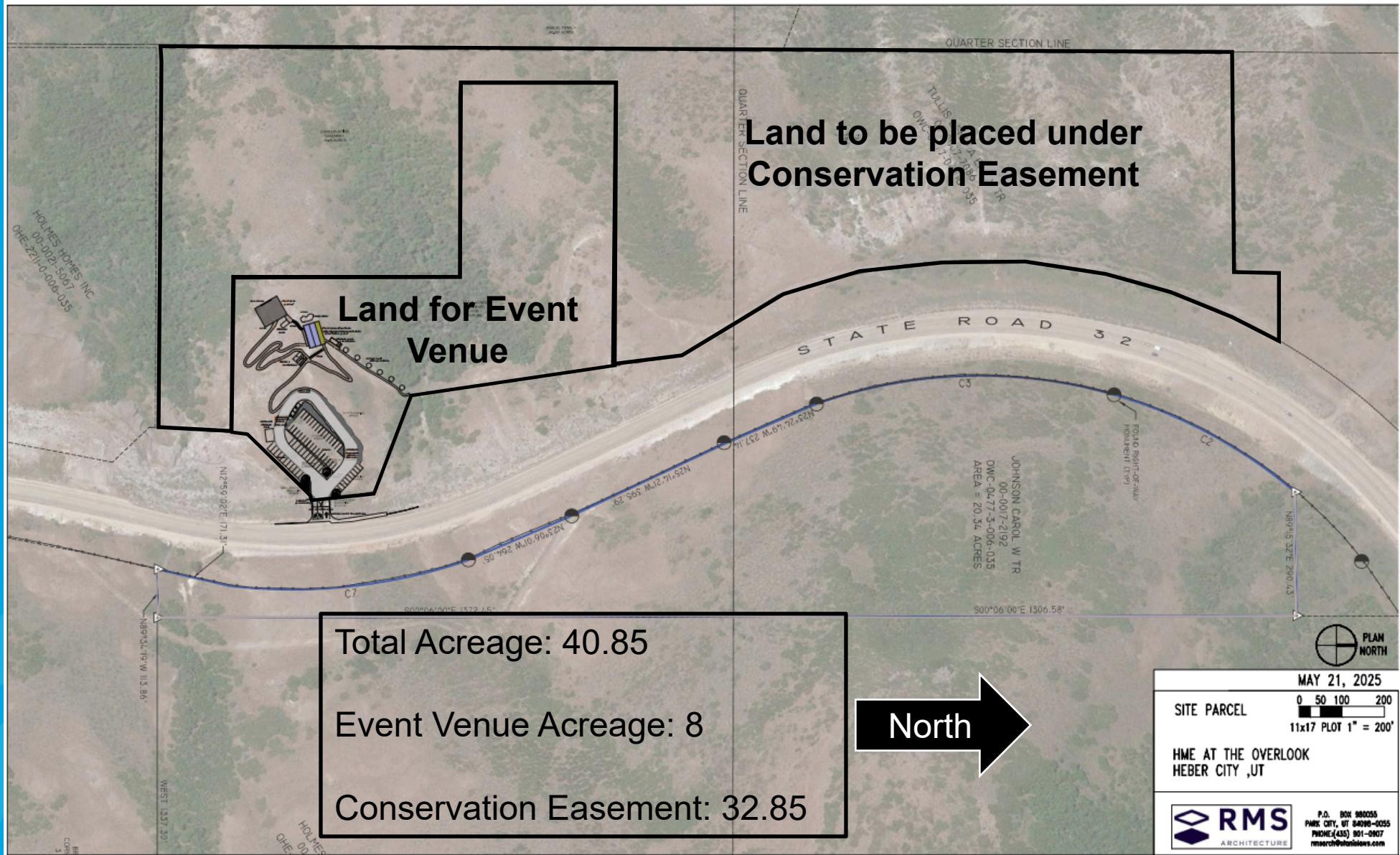
Out of this sample study, the only event that would not have worked at our venue was the Newhall Wedding (Rice Eccles)--this was a local wedding where everyone drove. Should Rice Eccles have been more limited on parking capacities, the client would have hired shuttles.

See included Trip Generation Study Required by
UDOT, completed by Hales Engineering. Attached in
Staff Report

Conservation Easement = 32.85 Acres



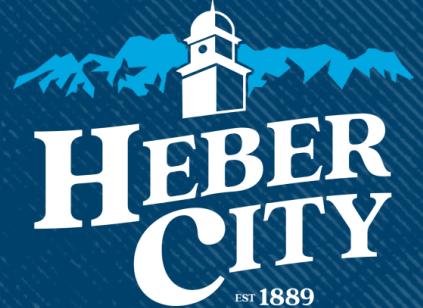
Property Overview



Policy Questions

- Staff is requesting feedback on the following proposed MDA Items:
 1. Future building and site plans will be included in the annexation process and will be subject to approval by the City Council.
 2. Street frontage landscaping will be required only on 20 feet of each side of the main access point, extending 10 feet back from the property line.
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 4. Land will be dedicated, where necessary, to accommodate a trail consistent with the area's master planned trail network.
 5. Provisions will be added for the possible construction of a caretaker dwelling at the site of the event center
 6. Exemption from 50' x 50' buildable area requirement requested from the steep slopes portion of 18.67.010 (F)(1)
 7. Provisions for Reduced Parking requirements
 8. 8 acres of the site will be utilized by the event center, the remainder will be placed in a conservation easement.

HEART OF THE WASATCH BACK



Plourde Annexation

City Council Work Meeting

Date: 7/15/2025



HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
July 1, 2025

DRAFT Minutes

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

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

Mayor Franco called the meeting to order at 4:00 p.m. and welcomed everyone present.

City Council Present:

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

Staff Present:

Assistant City Manager J. Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
Chief of Police Parker Sever

Staff Participating Remotely: City Manager Matt Brower, Finance Manager Sara Jane Nagel, Engineering Administrative Assistant Desiree Muheim, IT Director Anthon Beales, Assistant City Manager J. Mark Smedley, Planner Jacob Roberts, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, Planning Manager Jamie Baron, and Accounting Technician Wendy Anderson.

Also Present: Planning Commission Chair Phil Jordan, Planning Commission Vice Chair Tori Broughton, John and Charlotte Scheid, Kenneth Davis, Kohl Kravat, Clint Allen, Greg Royall, Grace Doerfler, Todd Anderson, Kari McFee, Laurie Wynn, Paul McFee, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Tracy Taylor, Ann, B, Carl Nielson, Grace Doerfler KPCW, Jen, Ken Davis, and S.

1. Scheid Setback Request and Potential Development Agreement (Jamie Baron, Planning Manager) - *15 min*

Planning Manager Jamie Baron explained the setback request of three feet on 500 North for the purpose of expanding an outbuilding on the Scheid property to store farm equipment as well as to help mitigate the impact of the new high school construction on Sheid's residence. Property owner John Sheid explained their property was across the street from the new Deer Creek High School that was currently under construction. The school had raised the ground six feet across the street from his home and had effectively blocked most of their view of Mount Timpanogos. The Scheid's were asking for the set-back exception as they needed a walk-through between their shed and a wall. The Sheid's hoped to enter into a development agreement with the City to allow their accessory dwelling unit to extend three feet into the City's right of way. Staff was seeking Council direction to proceed. Council Member Johnston proposed the City waive the escrow and charge half of the application fee to cover the cost of staff's time. Consensus of Council majority was for Staff to work with the Scheids to negotiate a development agreement and return to Council at a future meeting date for review and approval.

2. Red Ledges Park, Trails, and Open Space (Tony Kohler, Community Development Director) - *25 min*

Work Meeting agenda item two was postponed to a future meeting in September.

3. Ordinance 2025-08 adopting the Central Heber Overlay Zone (CHOZ) (Tony Kohler, Community Development Director) - *10 min*

Planning Consultant John Janson reviewed the proposed changes to the working CHOZ (Central Heber Overlay Zone) draft ordinance as outlined in the attached meeting materials and Staff Report. Council discussed the fire code requirements; twin-homes and duplexes versus town homes and which should and should not be permitted in the CHOZ zone; home-height maximum; where to specify residences need to be owner-occupied; design criteria and permitted colors; and the curb, gutter, and buried power-line requirements. Staff agreed to return to a future meeting with additional updates to the proposed CHOZ ordinance for further discussion.

II. BREAK - 10 MIN

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

1. Call to Order

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

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

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

3. Prayer/Thought by Invitation (Mike Johnston, Council Member)

Council Member Mike Johnston wished to recognize the Fourth of July holiday celebrating the country's independence. He invited the community to the Red, White, and Blue festivities on Friday, July 4, 2025, and listed the activities to be expected at the celebration. He expressed concern with the direction the country was taking politically and did not care for the partisanship. He read the lyrics from America the Beautiful by Katharine Lee Bates, written in 1895 as a poem and put to music in 1910. He felt Heber Valley was being described in the first lines of the opening verse "O beautiful for spacious skies, for amber waves of grain, for purple mountain majesties above the fruited plain!"

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Youth Contest Winners to Celebrate the 250th Anniversary of the Battle of Lexington and Concord

Mayor Franco had hosted a youth essay contest in remembrance of the Battle of Lexington. She presented a certificate and a Mayor's challenge coin to each of the winning entrants. The essay contest was to select a favorite presidential quote and tell their thoughts on it.

- The winning entrant for the 8-10 year old category was Esther Linford
- Addy Brock won in the 11-14 year old category
- Abby Ragozine had won the 15-17 year age group

Photos were taken of the City Council, the winners, and each of their families.

V. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

VI. CONSENT AGENDA:

Motion: Council Member Phillips made the motion to approve the Consent Agenda, with the removal of a sentence the Mayor had not said, and to enter the public comments received by email into the record.

Second: Council Member Barney made the second.

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

Voting No: None.

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

1. Approval of June 3, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Richard and Boni Losee Family Estate Right to Burial Amended Agreement (J. Mark Smedley, Asst. City Manager)
3. Resolution 2025-11 Nine-step pay scale and policy adjustment for Heber City Public Employees (Cherie Ashe, Human Resources Manager) -
4. Mayor's Nomination of Carl Nielson to the POSTT Committee (Heidi Franco, Mayor)

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

Mayor Franco opened the Public Comment period at 6:22 p.m. With no one from the public coming forward to comment, the comment period was closed.

VIII. GENERAL BUSINESS ITEMS:

1. Statewide Stage 1 Firework Restrictions (Clint Neerings) - *10 min*

Wasatch County Battalion Chief and Fire Warden Troy Morgan described the extremely dry conditions in the valley currently and provided a map image of the extended fireworks restrictions proposed. Council majority expressed strong support for the proposed restrictions and directed staff to post the map in the firework restriction areas.

2. Central Heber Water and Sewer line Replacement Project Update and Update on Other Miscellaneous Engineering Projects (Russ Funk, City Engineer) - *10 min*

City Engineer Russ Funk provided project updates for the following ongoing projects:

- the Central Heber Water and Sewer Line Replacement project continued to make progress
- the ongoing metering project for pressurized irrigation was approximately 75% complete

Mr. Funk informed that, while it was not a City project, the Coyote Parkway intersection with Highway 40 would be getting a traffic signal soon. Mayor Franco wanted Staff to work with UDOT to perform a traffic study and consider lower speeds or a center lane barrier for safety purposes.

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

1. Ordinance 2025-16 Updating Heber City's Purchasing Policy (Wendy Anderson) - *10 min*

Accounting Technician Wendy Anderson shared the proposed changes to the Purchasing Policy as included in the meeting materials. She explained that proposed updates recommended purchasing thresholds be raised to align with the market increases, redundancies had been removed from the policy, and an appendix added.

Council Member Johnston did not agree with rewarding volunteers with City-branded merchandise and felt gift cards would be more appreciated by the committee volunteers. Council Members Cheatwood and Phillips agreed. City Manager Matt Brower explained the decision to not offer gift-cards was based on the IRS (Internal Revenue Service) tax requirements and fraud risk. Additional discussion regarding the proposed changes followed.

Motion: Council Member Phillips moved to accept the changes as proposed except for the gift card policy with volunteers; he proposed to increase the annual gift for volunteers to \$200.00 per volunteer per year, to allow the volunteers to choose from five different vendors, through an automated system, to show the City's appreciation; and to keep the as-needed contracts at \$200,000.00.

Second: Council Member Johnston made the second.

Discussion: Council Member Johnston wished to keep the vendor gift cards local. Council Member Phillips noted the sales tax revenue the City received from Amazon. Council continued to discuss various ideas to reward the committee volunteers. City Manager Matt Brower proposed that Staff work on the reward system further and return to Council with a proposal. Ms. Nagel felt the language in the Staff Report may have been confusing but did not want to enter into the gray area of gift-card giving with the IRS.

Amended Motion: Council Member Phillips amended his motion to withdraw any discussion of volunteer compensation until another meeting and for the rest of the changes in the motion to stand.

Second: Council Member Johnston's second stood.

Motion: Council Member Cheatwood moved to allow public comment before the vote.

Second: Council Member Phillips seconded the motion.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

Mayor Franco opened the discussion for Public Comment at 7:10 p.m.

Greg Royall described a point system used by UDOT and the store-redemption amenities available to purchase with points earned. He felt the program worked well.

Human Resources Manager Cherie Ashe felt such a program would not be manageable by the staff on hand. Ms. Nagel said there were thresholds to the value of the gifts that could be given. She proposed the departments that managed the volunteers should be responsible for the gifts. Mr. Brower reiterated that staff would take time to vet a plausible reward system.

Vote for the Amended Motion by Council Member Phillips as stated above.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

2. Quiet Zone Study Results & Council Direction (Russ Funk, City Engineer, Clint Allen) - 30 min

City Engineer Russ Funk described the railroad quiet zone study performed by Horrocks Engineers to evaluate potential improvements along the railroad route crossings located at 650 South, Southfield Road, and 1200 South. He introduced the Horrocks Engineers Clint Allen and Kohl Kravat, who had performed the quiet zone study and were there to present the findings. Mr. Allen outlined the Federal Quiet Zone Requirements as included in the attached study presentation. He stated the requirement to install gates and flashing lights at every intersection to have a quiet zone designated. He reviewed the quiet zone calculations and crossing improvement plans for the identified intersections, as well as cost estimates for each. 650 South had existing arms and lights and would only need to be painted, and have signs and medians added.

Mr. Funk shared the results from a previous 2022 analysis indicating the thresholds that needed to be met in order to trigger the proposed improvements had not been reached. As the City continued to grow, and Southfield Road became a major collector road, the proposed improvements would meet the required UDOT thresholds for quiet zone design improvements. He reviewed the estimated costs for improvements for each intersection. The City had applied for a grant but the grant had not been awarded.

Council Member Johnston felt the issue was not safety but rather a loud train-horn issue. He noted the neighbors had moved in around the train, and he did not feel the City should put 1.5 million dollars toward the project at this time. Council majority agreed and discussion continued regarding future improvements and ideas to bring the railroad into the discussion as a contributing partner.

Staff agreed to take the plan to Mark Nelson at the Heber Valley Railroad to discuss the possibility of dividing the cost of the quiet zone installations between the railroad and the City.

Motion: Council Member Phillips moved to continue with the planned upgrades of Southfield Road, not incorporating the quiet zone at this time, and to proceed with the intersection road improvements, not including the quiet zone improvements.

Second: Council Member Cheatwood made the second.

Discussion: Council Member Johnston asked if the conduit installation should be done at this time.

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

Voting No: None.

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

Mayor Franco advised that the Council would move into the Closed Meeting prior to convening as the CRA (Community Reinvestment Agency) board.

X. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:

Motion: Council Member Phillips moved to recess as the Heber City Council and convene as the CRA (Community Reinvestment Agency) board.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

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

The CRA board convened at 8:11 p.m.

City Council Present:

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

Staff Present:

Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke

Staff Participating Remotely: City Manager Matt Brower

Also Present: Grace Doerfler, Paul McFee, Kari McFee, and Laurie Wynn.

Also Attending Remotely: Tracy Taylor, Ann, B, Carl Nielson, Grace Doerfler KPCW, Jen, Ken Davis, and S.

1. Buys Purchase Agreement and Lease Agreement (Matt Brower, City Manager) - 20 min

City Manager Matt Brower reviewed the details of purchase and lease-back agreement as included in the meeting materials. The location of the property housed the local newspaper, the Wasatch Wave, which would be ceasing its publication. The family intended to continue its printing business from the same location.

Mayor Franco opened the discussion for public comment at 8:15 p.m.

Todd Anderson, member of the Wasatch County Housing Authority, felt that two million dollars was a lot to spend for a parking lot that he thought the City intended to install at the location. He felt the revenue lost by tearing down buildings was not worth the cost. He questioned whether it was the best use of City funds.

No one further came forward from the public to comment.

Mr. Brower recalled the Envision Central Heber plan. He stated the reinvestment of downtown Heber needed more parking in the area but he could not confirm that the property would be turned into parking. There were many considerations.

Council Member Johnston explained the cost was a transference of money to property.

Motion: Council Member Phillips moved to approve the purchase sale and leaseback agreement with the Buys family.

Second: Council Member Cheatwood made the second.

Discussion: Council Member Barney thanked the Buys family for their service to the community with the publication of the Wasatch Wave over the years. She thanked Mr. Anderson for his comments. Council Member Johnston also thanked the Buys family for approaching the City with the opportunity to purchase the property.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

Mr. Brower advised that the Buys family and the City would be releasing a joint press release statement in the morning to inform the community of the transaction.

XI. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:

Motion: Council Member Ostergaard moved to adjourn as the CRA (Community Reinvestment Agency) board and reconvene as the Heber City Council.

Second: Council Member Barney made the second.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

The CRA board adjourned at 8:20 p.m.

XII. COMMUNICATION:

Mr. Brower asked for Council volunteers to serve lunch for the community at the 4th of July Red White and Blue Festival that Friday. He was expecting approximately 800 people. All Council Members indicated they would attend to help.

Mayor Franco shared the first 2034 Olympic Committee meeting had been held the previous day. The committee would continue to meet and would be sharing best practices and plans. Mayor Jenny Wilson of Salt Lake City had proposed a toolbox.

XIII. CLOSED MEETING: (As Needed)

Motion: Council Member Phillips moved to enter Closed Meeting for the purpose of discussing the purchase, exchange, or lease of real property.

Second: Council Member Barney made the second.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

The Heber City Council entered Closed Meeting at 7:52 p.m.

City Council Present:

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

Staff Present:

Assistant City Manager Mark Smedley
City Attorney Jeremy Cook
City Recorder Trina Cooke

Staff Participating Remotely: City Manager Matt Brower

Motion: Council Member Phillips moved to adjourn the Closed Meeting and return to the Regular Meeting.

Second: Council Member Barney made the second.

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

Voting No: None.

The Motion Passed Unanimously, 5-0.

The Closed Meeting adjourned at 8:10 p.m.

XIV. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

The meeting adjourned at 8:30 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE:	7/15/2025
SUBJECT:	Amending Resolution 2025-11 to clarify that to determine annual performance review dates for evaluations, the employee's full-time equivalent hire date shall be considered their initiating anniversary date
RESPONSIBLE:	Cherie Ashe
DEPARTMENT:	Human Resources
STRATEGIC RELEVANCE:	The employee's full-time equivalent status as an employee of Heber City shall be considered that employee's initiating anniversary date for purposes of performance review eligibility.

SUMMARY

It is proposed to change Heber City employees' Probation or Promotion anniversary dates to be their full-time equivalent (FTE) hire date. Their performance review eligibility, for the purposes of step advancement, will be their full-time equivalent hire date.

RECOMMENDATION

Use the employee's FTE date as their anniversary performance review date.

BACKGROUND

At the July 1, 2025, City Council meeting, the Council approved the implementation of a nine (9) step wage program for all City employees. During the initial phases of implementation, it became evident that relying on "promotion" dates to establish anniversary dates presents significant challenges. These dates are often not readily available, may be interpreted inconsistently, and are inefficient for administrative tracking.

Additionally, the release from probationary status varies depending on the position, further complicating the calculation of an accurate anniversary date. This complexity creates confusion among employees, particularly when promotions, transfers, or variations in probation timelines occur, making it unclear which date governs step progression.

Heber City's payroll and HR software, Pelorus, does not support tracking of promotion or probation

release dates for reporting purposes. This limitation requires manual tracking, reading through notes, increasing administrative burden, and increased risk of errors and inaccuracies.

DISCUSSION

An employee's anniversary FTE hire date is precise and fixed. For administrative efficiency, an employee's FTE hire date should be their performance review date. And for the purposes of receiving a step advancement, any such advancement pay will be initiated in the next immediate pay period.

FISCAL IMPACT

There will be no fiscal impact beyond the approved budget. Any promotions are preemptively approved in the preceding budget.

CONCLUSION

The employee's anniversary date for annual performance review shall be the date of their full-time, regular status.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

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

EXHIBITS

1. 2025-11Amended Resolution Comp Step Program.doc

RESOLUTION NO. 2025-11

A RESOLUTION ADOPTING UPDATES TO THE HEBER CITY PERSONNEL POLICY

WHEREAS, the Heber City Personnel Policy establishes policies and procedures for City employees;

WHEREAS, The Personnel Policy Committee suggests adopting a nine step pay plan similar to that of Public Safety adopted in March 2024 based on the employee's full-time regular hire date or URS eligibility;

WHEREAS, the proposed changes to the Personnel Policy section 13.2 Compensation include nine steps;

WHEREAS, the City Council finds that the proposed changes to the Personnel Policy are beneficial to the employees and City and update, clarify and streamline pay scale advancement procedures for public safety personnel; and non sworn Police Officers and Heber City Staff.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City Council adopts the nine-step pay plan included in the budget.

This Resolution shall take effect and be in force beginning the fiscal year 2026 and after its adoption and publication.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this day of July, 2025. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

Heidi Franco, Mayor

ATTEST:

Trina Cooke, City Recorder

(city seal)

EXHIBIT “A”

13.40 City Staff Merit Pay Salary Adjustment

- A. Regular, full-time employees shall be eligible for consideration for merit pay increases as follows:
 - 1. To the second (2nd) step of the salary schedule after completion of ~~one (1) year of service in the first step probationary period, release.~~
 - 2. To the third (3rd) and each subsequent step after ~~successful~~ completion of a minimum of one (1) year of service ~~based on original hire date at each step.~~
 - 3. After completion of probation, Step 2 is automatic and not ~~meritorious~~.
- B. Each step increase is performed on an employee’s anniversary date. The employee’s anniversary date is determined by:
 - 1. One year from the ~~employee's full-time regular status hire start~~ date;
 - 2. ~~One year from a promotion~~
- C. Eligibility for the full meritorious increase shall be determined by:
 - 1. Average or above average evaluation during the last rating period, and
 - 2. Recommendation of a wage increase in the performance evaluation, and
 - 3. No disciplinary action higher than a Verbal Warning during the rating period.
- D. An employee who has received disqualifying disciplinary action during the preceding year shall not be eligible for a salary adjustment at their annual evaluation for a step increase. A written appraisal may be performed by the supervisor no less than 120 days after the disciplinary action which shows a significant improvement in performance.
 - 1. ~~The next step increase will be considered at the new one (1) year anniversary.~~
 - 2. 1. The Supervisor shall receive permission from the Department Head prior to the evaluation being completed to receive approval to perform said evaluation. The evaluation may be denied based upon the sole determination from the Department Head that discipline was egregious enough that the evaluation should not be performed.
 - 3. 2. It is the responsibility of the department and the employee to track anniversary dates and employee evaluation dates. Only by exception of the City Manager will back pay ~~also known as 'Retro pay' occur if the evaluation was scheduled late, or completed incorrectly that result in the employees, also known as 'Retro pay', occur if the evaluation was scheduled late, or completed incorrectly, resulting in the employee's~~ step increase being delayed.

An employee ~~that who~~ does not have disqualifying disciplinary action but who, based upon a review of the supervisor’s evaluation, is not performing at the level of a standard employee may be recommended for a partial increase. This increase shall be determined and recommended by the department head.

An employee who has received a partial increase will be able to obtain the top step of the pay range in future annual evaluations. This would be done in 5% increments each year, based upon

merit and this policy until the top of the pay range has been met.

Following the top of the range, the employee shall be eligible for the cost-of-living increase.

- E. In such cases as may occur wherein an employee shall demonstrate exceptional sustained ability and proficiency in performance of his/her assigned duties, said employee may be given a special merit advancement to the next higher step without regard to the minimum length of service provisions contained in this Section upon recommendation of the Department Head and the approval of the City Manager.
- F. Merit pay increases shall be granted upon approval of the employee's Department Head for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his/her position.
- G. Notwithstanding any other provision in this Section, the City Council may vote to reduce or suspend the meritorious increases if the City Council determines that budget constraints or other factors warrant reducing or suspending the meritorious increases. The Council may increase future meritorious increases to offset any decreases due to a reduction or suspension.



Heber City Council Staff Report

MEETING DATE:	7/15/2025
SUBJECT:	Fee Waiver Request for South Field Park Pump Track
RESPONSIBLE:	Jamie Baron, Wasatch Trails Foundation
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

Wasatch Trails Foundation is seeking a fee waiver of \$7,500 for their site plan application for the pump track at South Field Park.

RECOMMENDATION

Staff is recommending the Council waive the fees for the pump track.

BACKGROUND

Wasatch Trails Foundation is working with Wasatch County, Heber City, and other entities to create a pump track for bikes at Southfield Park. The pump track is going to be placed in the retention pond area, requiring modifications to the site storm drain system. The application is to review the modifications to the storm drain.

DISCUSSION

Should the City Waive the fees?

The City has contributed to this park improvement with TAP Tax funds. The amount of review is fairly minor. This fee would cover the site plan for a new build of a gas station, restaurant, or apartments. As the City is a partner on this project, staff feels that it would be the best use of tax payer funds to waive the fee as a portion of the funds donated by Heber City would then come back to the City to cover the permit.

FISCAL IMPACT

\$7,500 fee waiver. The cost will be covered by the general fund. The application is small and will not cost the full \$7,500 of staff time. Staff time is primarily engineering review and planning to process.

CONCLUSION

Wasatch Trails Foundation is seeking a fee waiver of \$7,500 for their site plan application for the pump track at South Field Park. The City has contributed to this park improvement with TAP Tax funds. Staff is recommending the Council waive the fees for the pump track with the following findings:

1. This is a public parks project.
2. Heber City is donating funds for the project.
3. The review on the application is minimal.
4. The Waiver is a good use of public funds, rather than requiring additional public funds to pay for the permitting process.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

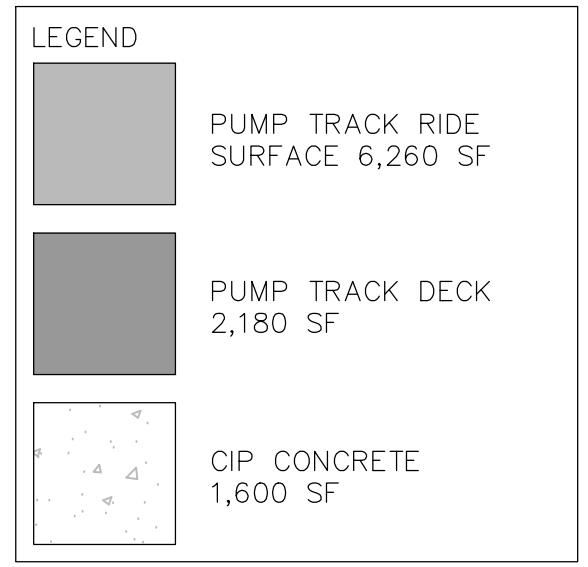
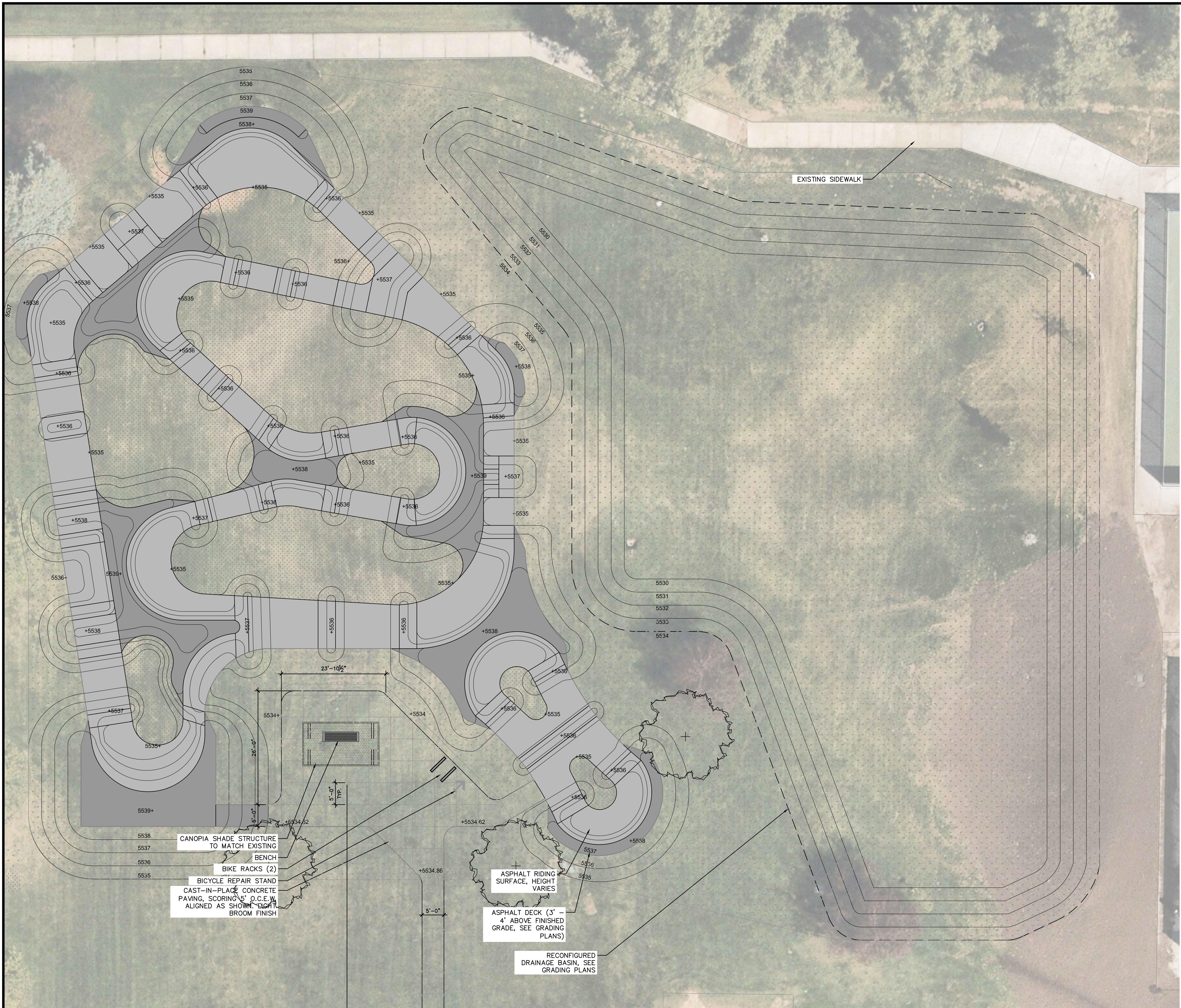
I move to **approve** the Pump Track Site Plan Fee Waiver as presented, with the findings presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Wasatch Trails Pump Track Civil and Landscape



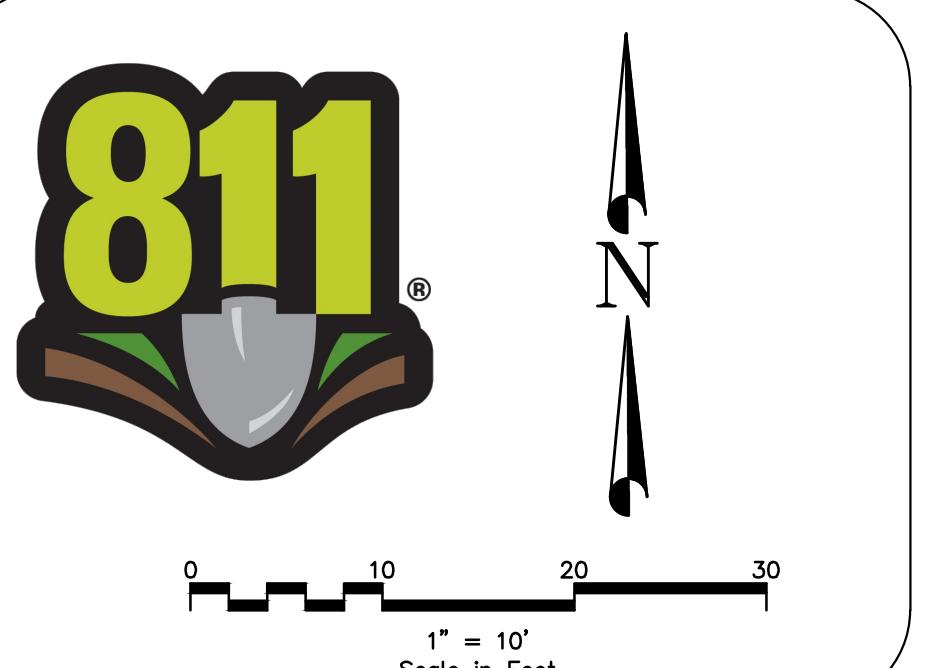
LEGEND ENGINEERING

**52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828
www.legendengineering.com**

**WASATCH TRAILS PUMP TRACK
SITE PLAN
895 W 100 S, HEBER CITY, UTAH 84032**

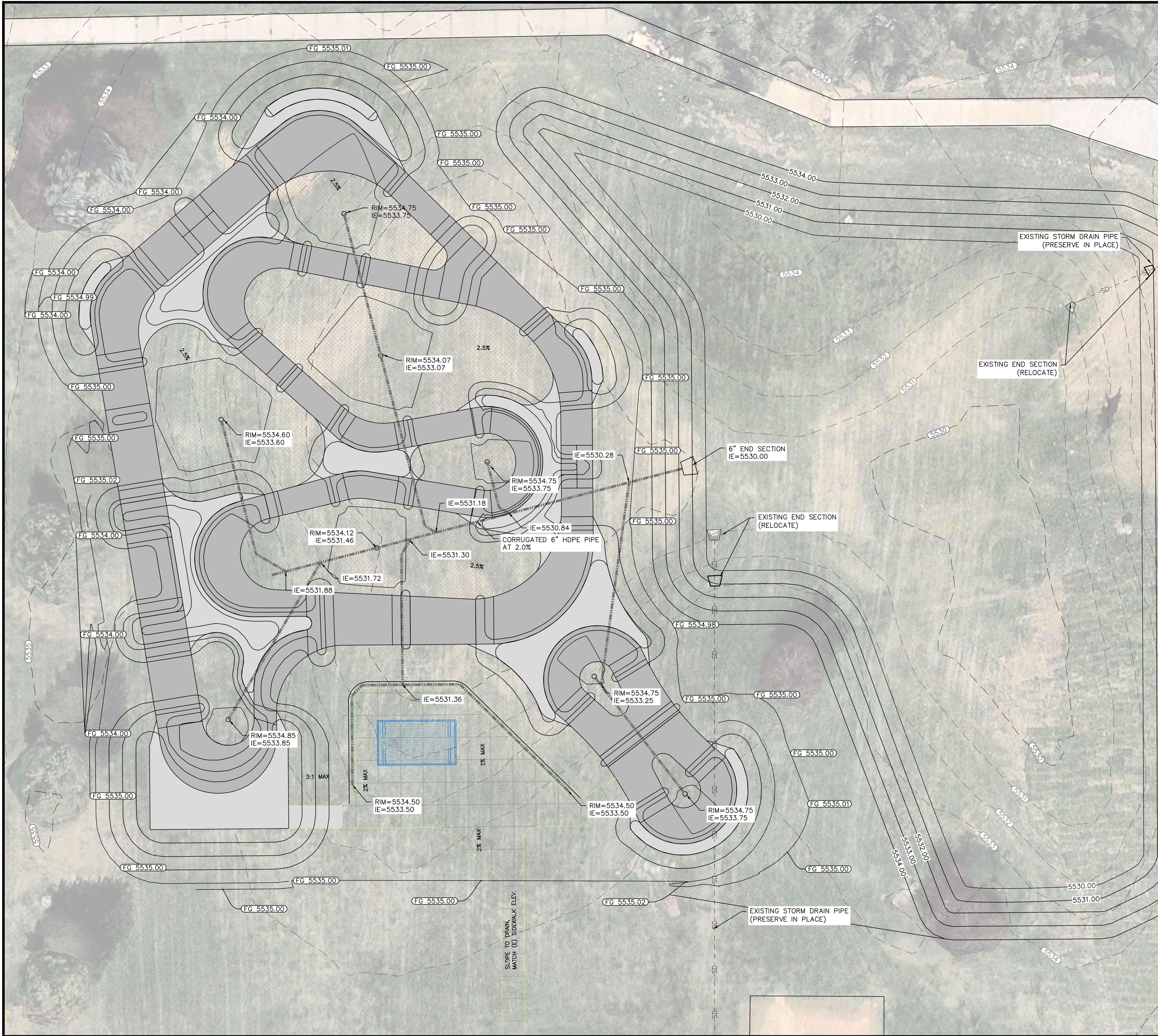
GENERAL NOTES:

- CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
- ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
- ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
- ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
- SITE LIGHTING SHOWN FOR REFERENCE ONLY. SEE SITE ELECTRICAL PLANS FOR LOCATION.
- ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.



SHEET 1:

DATE: 7/2/2025



LEGEND

LOT LINES (PROPERTY)	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
PROPOSED STORM DRAIN LINE	
EXISTING STORM DRAIN LINE	
PROPOSED SEWER LINE	
EXISTING SEWER LINE	
PROPOSED WATER LINE	
EXISTING WATER LINE	
EXISTING FENCE	
GRADE BREAK	
FINISH GRADE CONTOUR LINES	
EXISTING GRADE CONTOUR LINES	
FINISH GRADE SLOPE	
GRADE BREAK	
INVERT ELEVATION	
TOP OF GRATE	
TOP OF ASPHALT	
TOP BACK OF CURB	
PROPOSED	
EXISTING	
FINISHED GRADE	
FINISHED FLOOR ELEVATION	
BACK OF SIDEWALK	
LANDSCAPE AREA	
CONCRETE AREA	

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4838
www.legendengineering.com



WASATCH TRAILS PUMP TRACK GRADING AND DRAINAGE PLAN 895 W 100 S, HEBER CITY, UTAH 84032

CONSTRUCTION NOTES:
CONTRACTOR AND/OR EXCAVATOR TO PROVIDE AN XML FILE OF THEIR FINISHED GRADE MODEL FOR REVIEW BY LEGEND ENGINEERING. THE EXCAVATOR'S MODEL WILL BE EXPECTED TO BE WITHIN 0.05± OF THE DESIGN SURFACE. LEGEND WILL REVIEW AND PROVIDE A COMPARISON ANALYSIS TO BOTH THE EXCAVATOR AND THE CONTRACTOR.

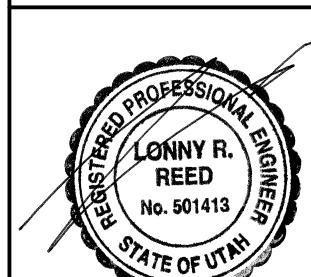
CONSTRUCTION STAKING SURVEYOR TO PROVIDE CHECK SHOTS OF EXISTING BUILDING CORNERS AND FINISH FLOOR ELEVATIONS PRIOR TO SETTING NEW BUILDING GRIDS.

GENERAL NOTES:

1. CONTRACTOR SHALL CALL 811 PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
3. ALL PROPOSED WATER LINES SHALL HAVE A MINIMUM OF 5' OF COVER.
4. ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES SHALL BE REPLACED IN KIND.
6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
7. SITE LIGHTING SHOWN FOR REFERENCE ONLY. SEE SITE ELECTRICAL PLANS FOR LOCATION.
8. ALL WORK SHALL BE ACCORDING TO CITY STANDARDS.

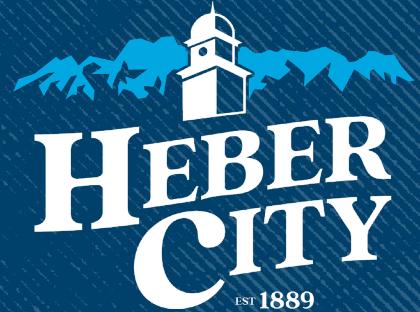


0 10 20 30
1" = 10' Scale in Feet



SHEET:
C-2

DATE: 7/2/2025



Heber City Wayfinding Presentation

INTRODUCTION

Creating Cohesion, Connection, and Character in Heber City

- Heber City is growing, and so is the need for clear, beautiful, and consistent signage.
- Wayfinding signs enhance resident and visitor experience, supports local businesses, and reflects the pride we take in our community identity.



Heber City Main Entrance Sign

PURPOSE: A WELCOMING GATEWAY

- Serves as a first impression and visual anchor for travelers entering Heber.
- Proudly declares Heber City as “The Heart of the Wasatch Back.”
- **Design Concept:** Monument-style sign incorporating natural stone from local quarries, reflecting the **red rock tones** seen in the historic **Heber Tabernacle and City Offices**.

Corridors



Heber City Park Signs

PURPOSE: IDENTIFYING COMMUNITY SPACES

- Clearly marks city parks with names and consistent design.
- Enhances visibility and pride in our shared green spaces.
- Encourages exploration and family recreation.
- Design ties into city-wide theme, using **stone base, bold lettering, and consistent city branding.**





Park and Venue Signs

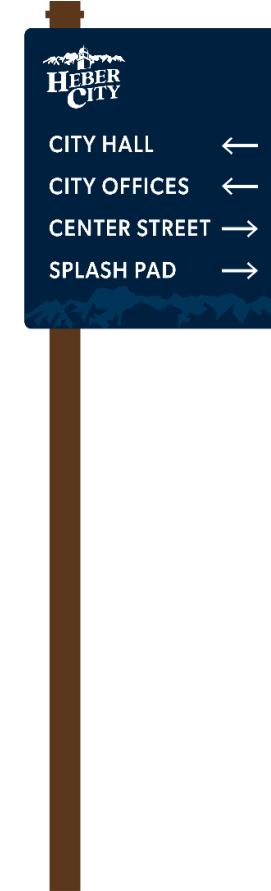
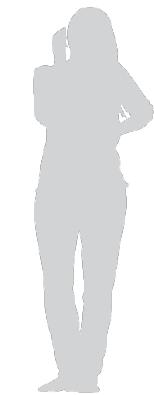
Wayfinding Signs Throughout the City

PURPOSE: NAVIGATING WITH EASE AND CONFIDENCE

- Guide residents and visitors to key **points of interest, public services, and downtown businesses.**
- Improves traffic flow, reduces confusion, and promotes walkability.
- Points to: City Hall, Tourism Attractions, Main Stage, Festival Street, Visitor Center, Parks, Trailheads, Historic Downtown, etc.
- Consistent branding strengthens our identity and aids in storytelling.



District Signage



Vehicular
Directional



Pedestrian/Bicycle
Directional

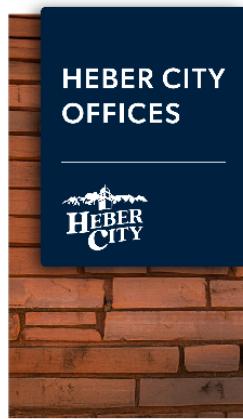


Parking Lot ID

Wayfinding Signs



Information Kiosk



Offices Identification



Trail Head Map



Trail Marker

Wayfinding Signs

Design Theme Overview

ROOTED IN PLACE:
A VISUAL IDENTITY INSPIRED BY HEBER'S HERITAGE

Our design concept thoughtfully blends historic materials with modern brand elements to reflect Heber City's balance of tradition and growth.





"Old" Elements:

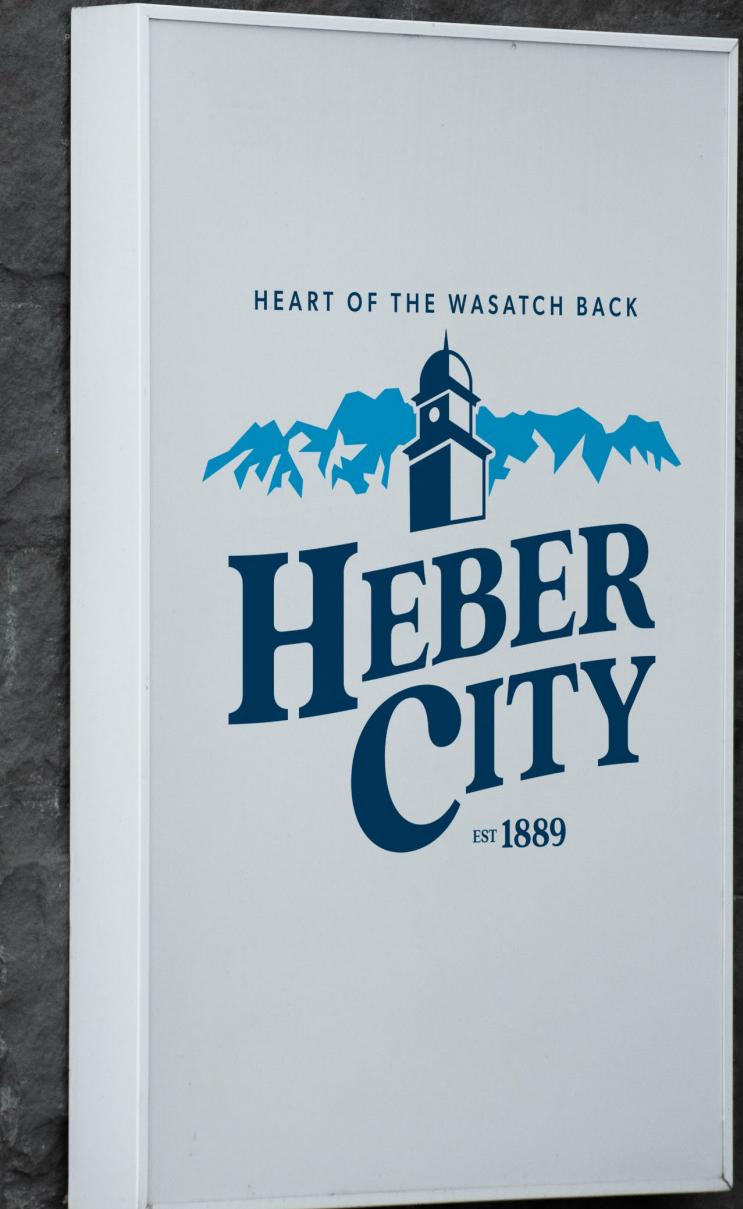
Natural red stone bases sourced from local quarries, echoing the craftsmanship of the Heber Tabernacle and City Offices.

Wrought iron or black metal accents to convey timeless strength and permanence.

"New" Elements:

Modern fonts and clean graphic layouts drawn from Heber City's new brand guidelines.

This blend of historic texture and modern clarity creates signage that is both distinctly Heber and forward-looking—a perfect visual metaphor for our evolving community.



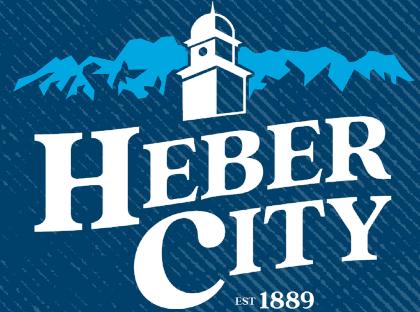
Summary & Next Steps

INVESTING IN COMMUNITY PRIDE AND VISITOR EXPERIENCE

- Wayfinding signage is not just functional—it tells the story of who we are.
- Helps residents navigate. Helps visitors feel welcome.
- Strengthens Heber's sense of place and prepares us for continued growth.

NEXT STEPS:

- Finalize sign designs with branding team
- Identify placement sites
- Phased implementation beginning with entrance and downtown core



Thank you
Heber City Council



Heber City Council Staff Report

MEETING DATE: 7/15/2025
SUBJECT: 400 West 400 North Muirfield Area House Flooding Update
RESPONSIBLE: Matthew Kennard
DEPARTMENT: Public Works
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
2. Approve as amended

3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Public Works
Staff member:

EXHIBITS

1. Flooding Investigation Presentation
2. Elmbridge Leak & Retention Pond
3. Historical HC Water Leaks
4. Two Systems

HEART OF THE WASATCH BACK



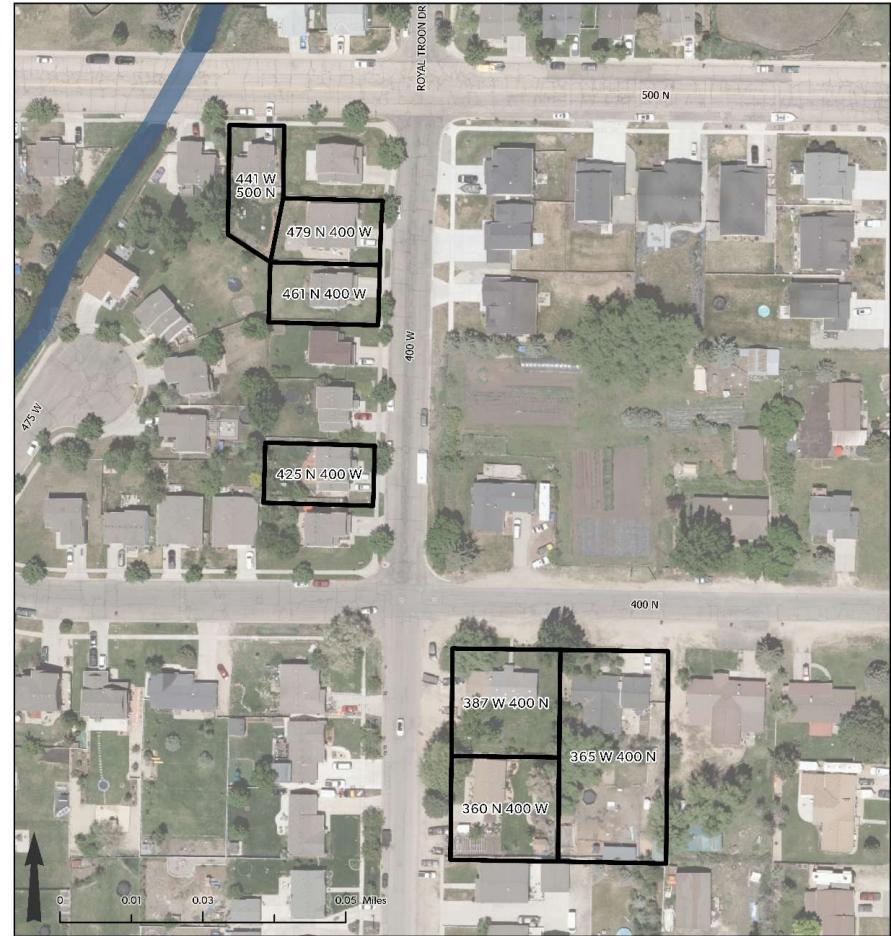
400 North & 400 West Area Flooding

City Review of June 2025 Basement Flooding

Date: July 15, 2025

Overview of Events

- Basement flooding reported: June 18–19, 2025
- Seven homes impacted:
 - 425 N 400 W
 - 461 N 400 W
 - 479 N 400 W
 - 441 W 500 N
 - 365 W 400 N
 - 387 W 400 N
 - 360 N 400 W
- Initial resident concern: PI "main" leak (June 13) caused flooding
- City initiated multi-division investigation



Homes Which Experienced Flooding

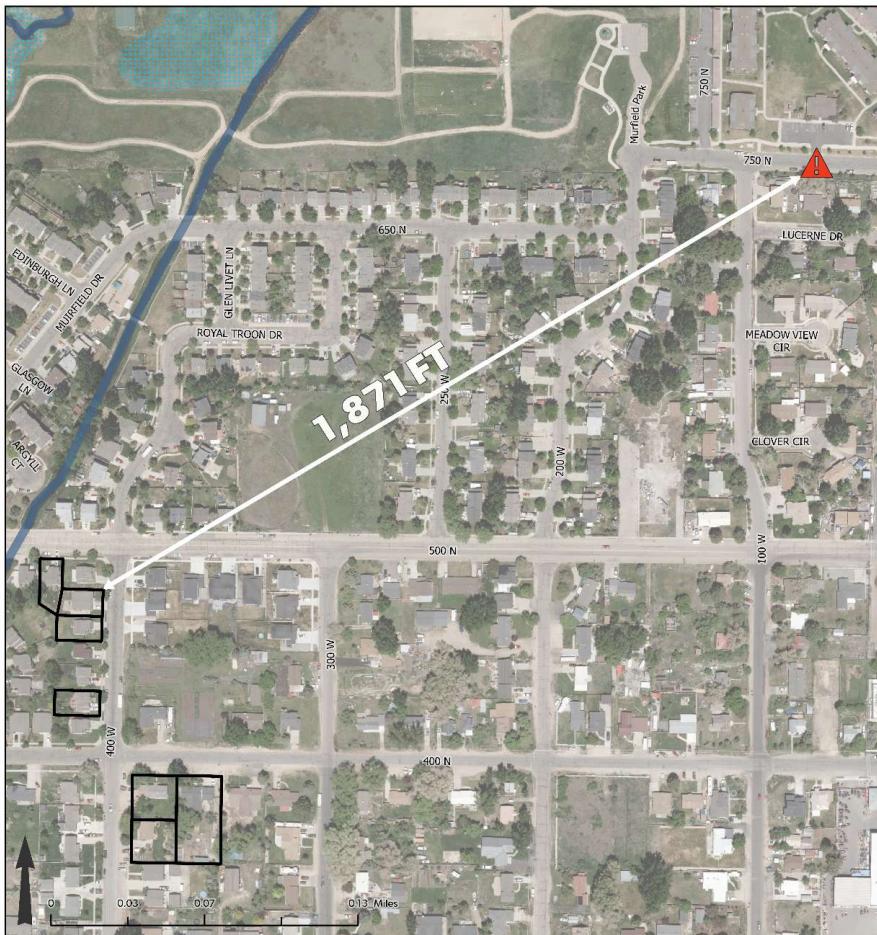


Disclaimer: The lines drawn on this map are for reference use only. Heber City makes no warranty or guarantee as to the accuracy, reliability, or usefulness of the information found on this map. Heber City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of this information.

Resident Concerns

- No history of flooding in these homes despite heavier water years
- Homeowners' insurance indicating claims will be denied due to "groundwater" explanation
- Concern that City's PI system or drainage system caused issue
- Request for records, data, and transparency





Affected Homes &
Irrigation Leak Location

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- Leak occurred on June 13 at 750 N (2-inch plug failed)
- Homes over 1/3 mile away experience flooding the following week
- No homes near the leak affected
- Water from the leak flowed into the storm drain which is retained on-site, with no connection to the underdrain system
- Location makes direct impact unlikely



Nature of the June 13 Leak

- Not a full main break—small, localized failure
- On-call employee responded and deactivated the main within approximately 15 minutes of receiving the report of the leak
- Main left off over weekend
- Leak repaired June 17; system recharged same day
- Minimal water loss and no evidence of downstream impact

Note: Water surfacing and flowing down the gutter



This is the 2" plug that replaced the plug that failed





Elmbridge PI Leak & Storm Drain Retention Pond

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Elmbridge Storm Drain System

- The Elmbridge storm drain system is completely isolated from nearby stormwater and underdrain systems
- Water from the June 13 PI leak was captured by this enclosed system
- The stormwater from Elmbridge flows into its own dedicated retention pond
- No connection exists between this system and the underdrain networks serving homes along 400 West / 400 North / 500 North



Pressurized Irrigation Investigation Results

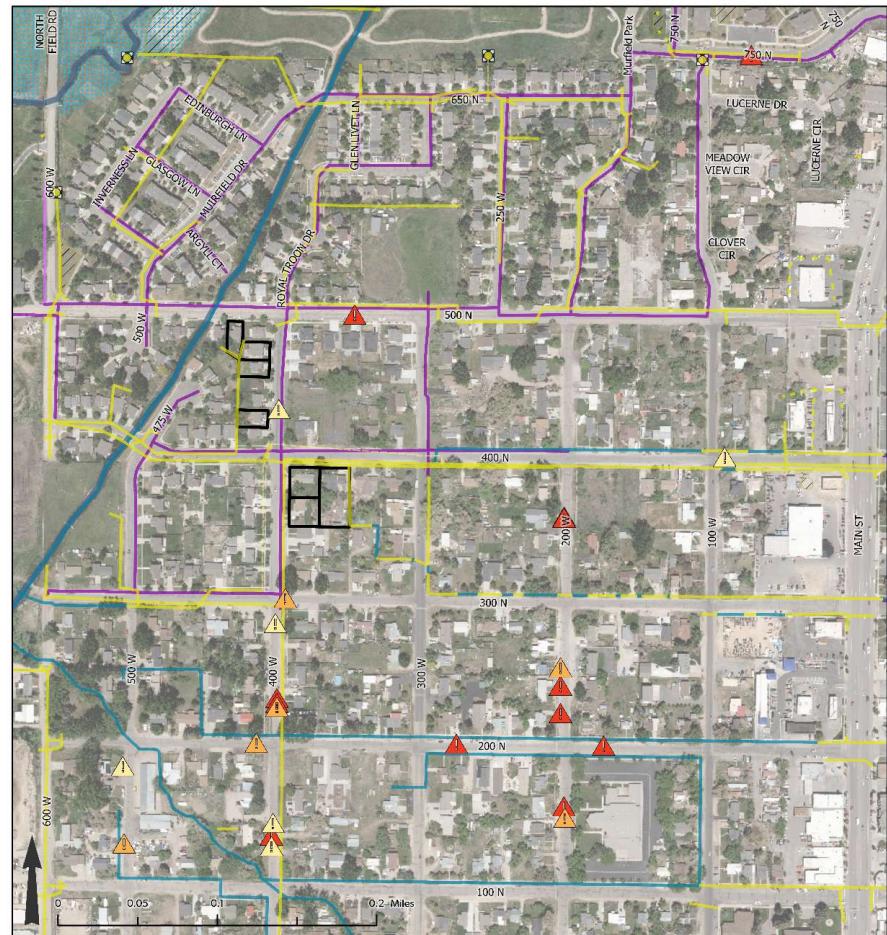
- Acoustic leak detection performed by Technology Foreman
 - No sound or movement detected along PI mains or valves
- Central Utah Water confirmed no abnormal usage or pressure drops
- PI system stayed active over weekend (error in valve shutoff) while residents reported improvement



Culinary Water Investigation Results

- Acoustic leak detection performed by Technology Foreman
 - No sound or movement detected along culinary mains or valves
- One minor customer-side culinary leak found, shut off by homeowner
- No pressure or flow anomalies in City culinary system

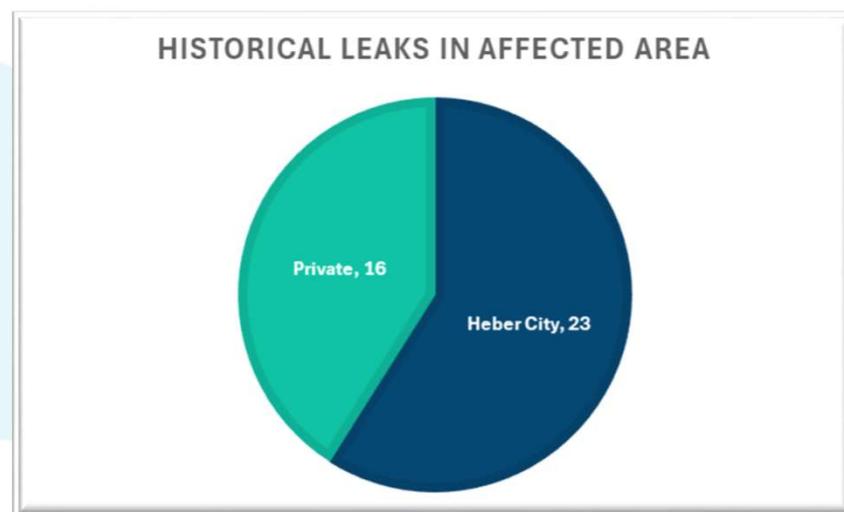




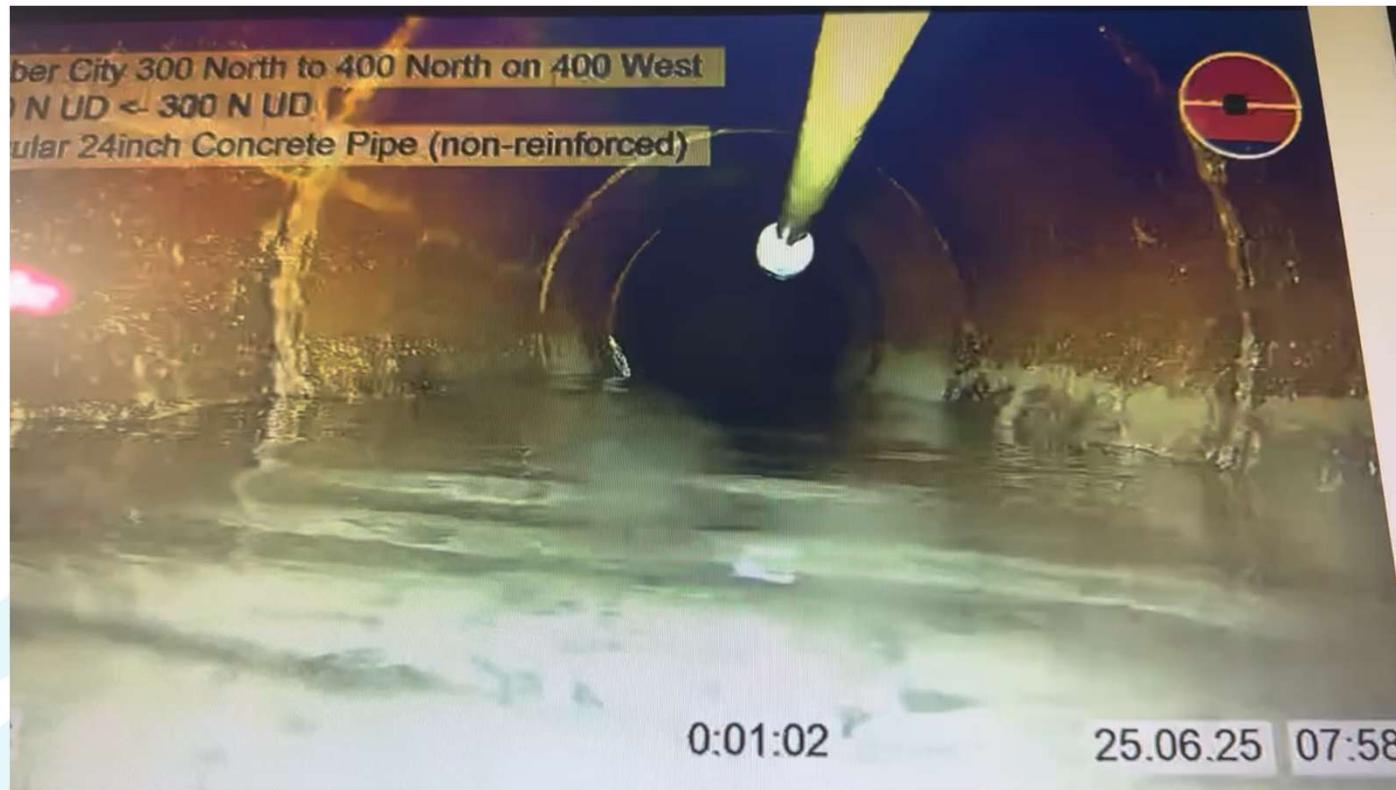
**Historical Heber City
Water Leaks in Area**

Historical Heber City Water Leaks in Area

- This map shows reported water leaks in the area since 2015
- Several leaks occurred significantly closer to the affected homes than the June 13, 2025 leak
- Despite their proximity, those past leaks did not result in basement flooding
- The lack of correlation between prior leaks and flooding supports the conclusion that the June 2025 flooding was caused by elevated groundwater, not infrastructure failure



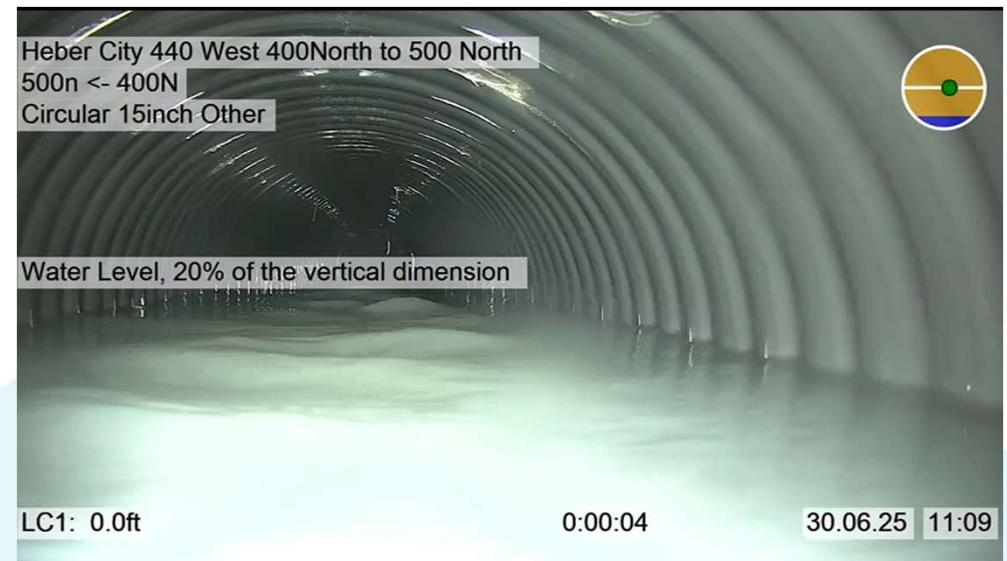
Stormwater Investigation Results



- Stormwater team checked underdrains and storm mains
- Some root intrusion found and addressed
- Video evidence shows groundwater entering underdrain at joints, as designed
- Surcharged manholes suggest saturated subsurface



Groundwater Observations

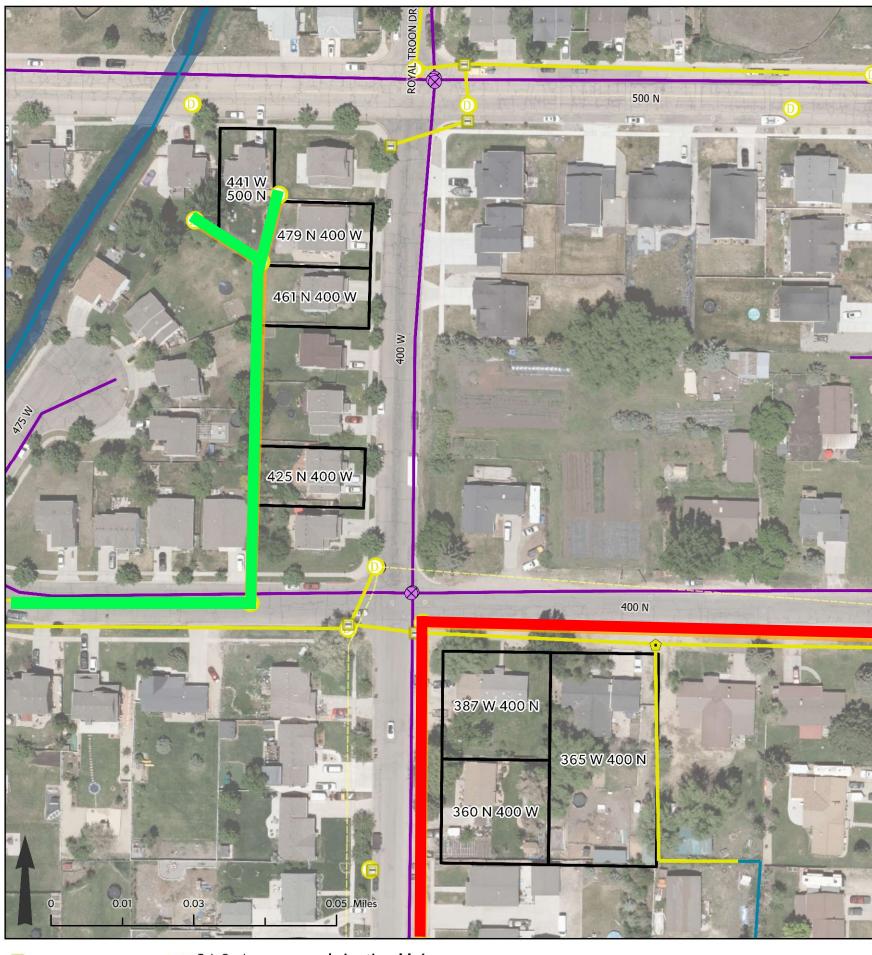


Unauthorized Taps and Obstructions



- Non-permitted connection found blocking camera
- Additional minor non-permitted connections located
- Obstruction creates potential debris hang-ups and localized backups



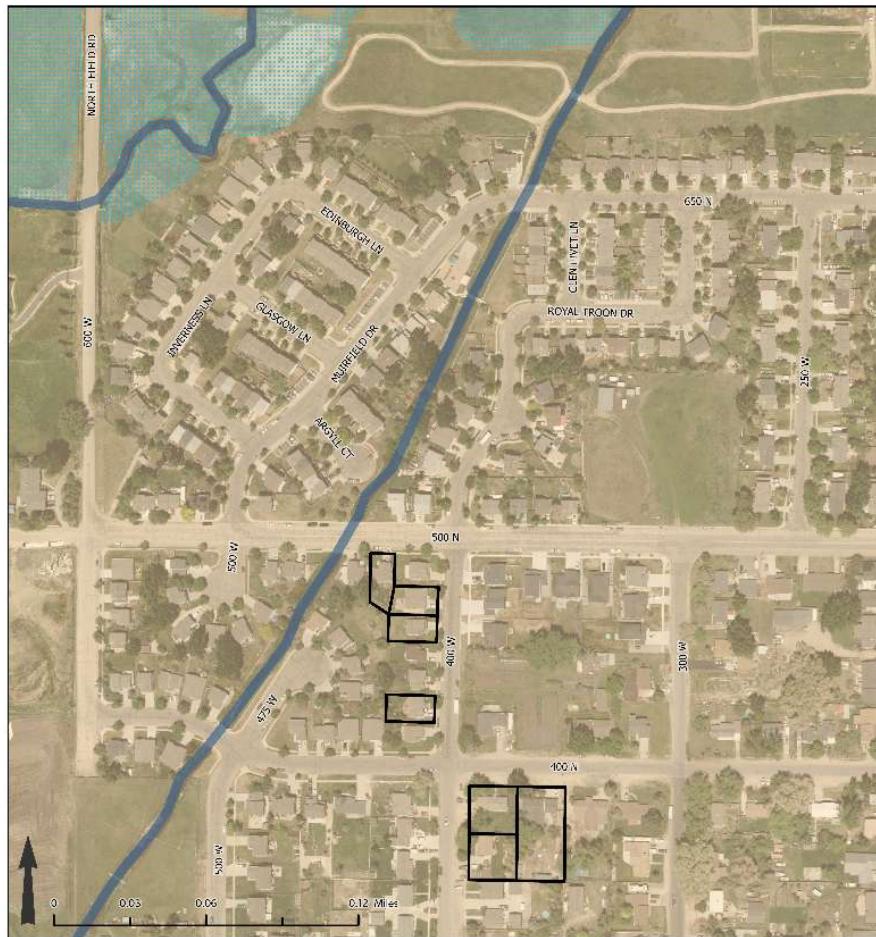


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Isolated Drain Systems

- Affected homes are split between two isolated underdrain networks
- Red system: 365 W, 387 W 400 N, 360 N 400 W
- Green system: 425 N, 461 N, 479 N 400 W, 441 W 500 N
- Issues inside an isolated pipe system would not effect the other





Affected Homes & Ground Water Depth

Properties	Shallow Ground Water DEPTH
Wetland	
Wetland	10 FT
Riverine Area	
Freshwater Pond	30 FT

Sources: UGRC, FEMA, Wasatch County, Heber City

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Affected Homes & Ground Water Depth

- The groundwater level in this area is approximately *70 feet below the surface*
- All of the affected homes are located within the zone of shallow groundwater
- This shallow depth means even small, temporary rises in groundwater levels can lead to water intrusion into basements
- The flooding observed is consistent with this type of groundwater behavior



Summary of Findings

- No pressurized irrigation leak or culinary main leak in the vicinity of the affected homes
- No storm drain system failure
- Groundwater visible across multiple systems
- Underdrains functioning, but challenged by volume



City Actions & Recommendations

- Root removal completed in 400 W underdrain
- Obstructive taps documented and removed
- Continue inspections and maintenance
- Recommend homeowners consider sump systems



Questions & Next Steps

- Open invitation to meet with residents individually
- Ongoing monitoring and documentation
- Commitment to transparency and responsiveness

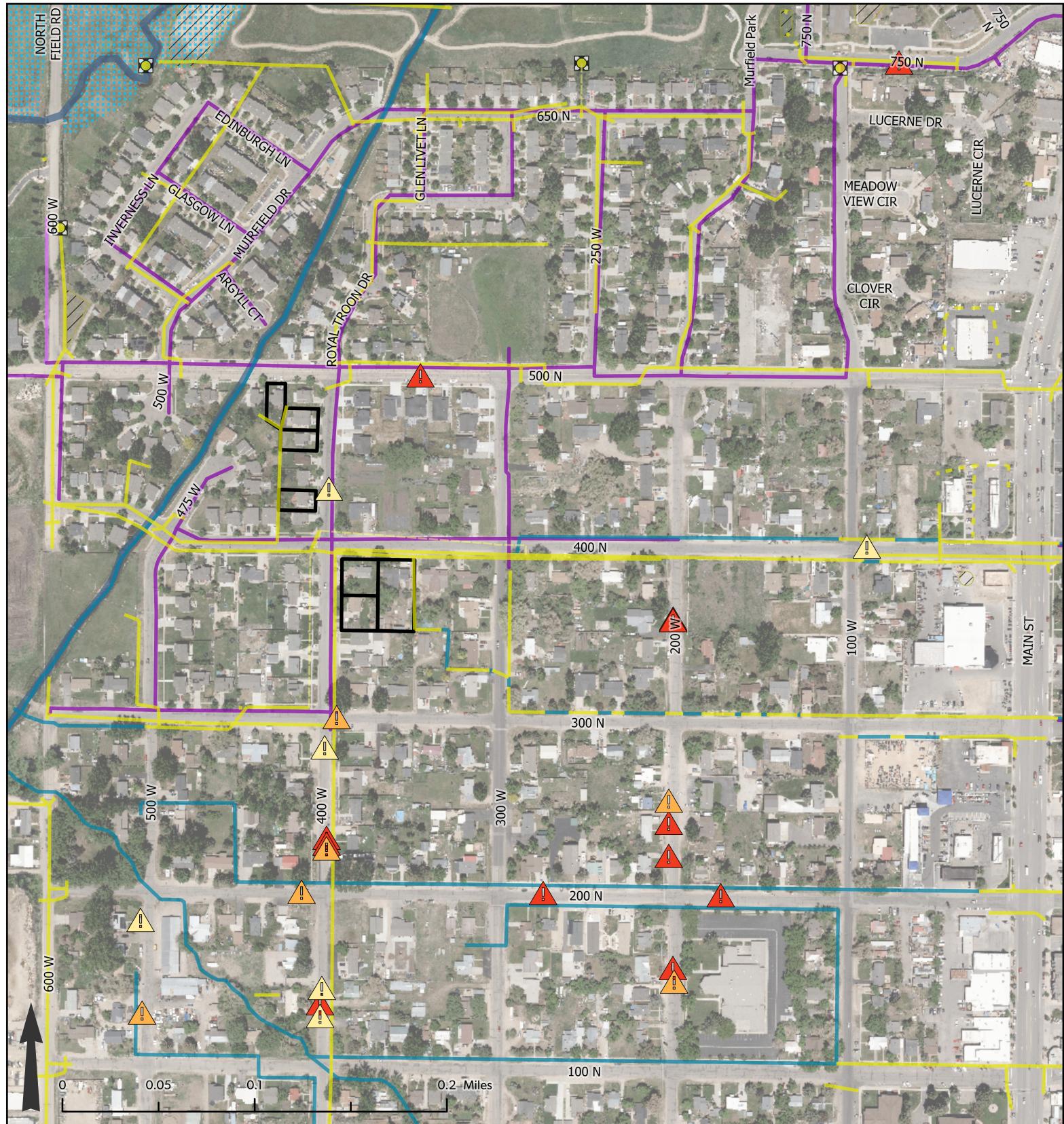




- Storm Inlets
- Storm Manholes
- Heber City
- Private
- Other
- Twin Creeks
- WCWEP
- Other
- Storm Open Drains
- Storm Detention Areas
- Storm Underground Disposal Areas
- Irrigation System Valves
- Heber City
- WCWEP
- Properties
- Elmbridge Leak

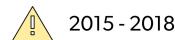
Elmbridge PI Leak & Storm Drain Retention Pond

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Leaks

Year



Storm Gravity Mains

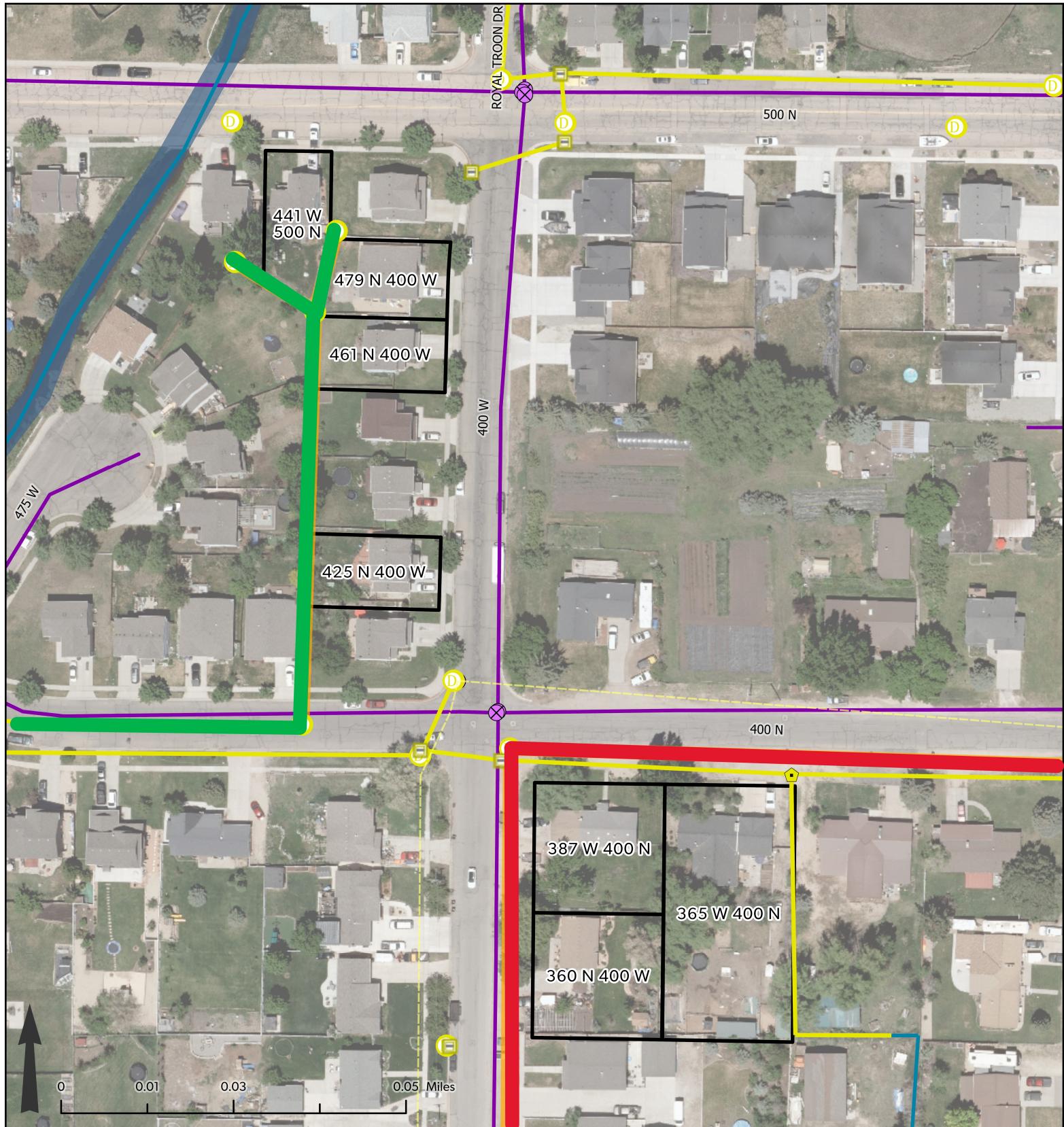
- Private
- Other
- Twin Creeks
- WCWEP
- Other
- Storm Open Drains
-  Storm Detention Areas
-  Storm Underground Disposal Areas

Irrigation Mains

- Heber City
- WCWEP
- Properties
- Wetland**
- Wetland
- Riverine Area
- Freshwater Pond

Historical Heber City Water Leaks in Area

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Irrigation Mains

Heber City

WCWEP

Other

Storm Open Drains

Storm Detention Areas

Storm Underground

Disposal Areas

Irrigation System Valves

Two Separate & Isolated Drain Systems



Heber City Council Staff Report

MEETING DATE:	7/15/2025
SUBJECT:	Annexation Petition for Blue Sign Team LLC/Cilander LLC
RESPONSIBLE:	Jamie Baron
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

Blue Sign LLC is requesting to Annex 4.26 acres of land into the City. The property is currently vacant. Accepting the Petition is the first step in the annexation process.

Policy Question:

1. Should the City accept the Blue Sign Annexation Petition for further study?

RECOMMENDATION

Staff is recommending the Council accept the Petition to allow for further study.

BACKGROUND

Blue Sign LLC is seeking to annex 4.26 acres of land into the City. The property is located between Fitzgerald and The Highlands Developments.



DISCUSSION

Process:

The first step in the annexation process is to accept the Annexation. By accepting the Petition, the Council will allow the Applicant to go through the public process, which will allow the Council to hold a public hearing and consider the Annexation. This step does not guarantee annexation.

Following acceptance, the process is as follows:

- 30-day certification process
- 30-day protest period
- Review and recommendation by the Planning Commission
- Public hearing at City Council

- Decision by City Council

General Plan

The General Plan does include this area and designates it as Neighborhoods with Open Space. This area is within the Annexation Policy Plan boundary.

FISCAL IMPACT

N/A

CONCLUSION

Blue Sign LLC is seeking annexation. The property is within the annexation boundary of the City and is listed as Neighborhoods with Open Space in the General Plan. The options for the Council are to accept or reject the Petition for further study. Staff recommends that the Council accept the Petition.

ALTERNATIVES

1. Accept
2. Deny

POTENTIAL MOTIONS

Option 1 - Approval - Staff Recommended Option

I move to accept the Blue Sign Annexation Petition.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 3.0 Annexation Petition - Blue SkyCilander
2. Survey Map
3. 1.0 Notice of Intent to File Annexation - Blue Sign Team LLC

PETITION FOR ANNEXATION INTO HEBER CITY

Annexation Name: Blue Sign Team LLC/ Cilander LLC

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

1. This petition is made pursuant to the requirements of Section §10-2-806, Utah Code Annotated;
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula; §10-2-804
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. covers 100% of all of the rural real property within the area proposed for annexation; and
 - d. covers 100% of all of the private land area within the area proposed for annexation if the area is within a migratory bird production area created under Title 23A, Chapter 13, Migratory Bird Production Area; and
 - e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - f. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address:

§10-2-806(3)(b)
4. The petition must be accompanied by an accurate and recordable map of the above-described property to be prepared by a licensed surveyor, which map is filed herewith in Exhibit A; and
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B; and
6. A copy of the notice sent to affected entities as required under Subsection (2)(a)(i)(B) and a list of the affected entities to which notice was sent is attached in Exhibit C.
7. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit D (value and acreage spreadsheet) and Exhibit E (copies of all tax notices). §10-2-802
8. Land values and acreage within the annexation are as follows:

a. Total acreage within annexation:

4256

b. Total private property acreage within annexation:

4256

c. Petitioner's acreage within annexation:

4254

%

% of Total Private Area

d. Total Assessed Land Value within annexation:

\$43,250

%

% of Total Private Area

e. Petitioner's Assessed Land Value within annexation

\$43,250

%

% of Total Value



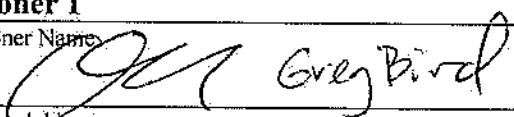
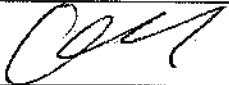
9. The value of private real property shall be determined according to the last assessment roll for county taxes before the filing of the petition.
10. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted.
11. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study and complies with Section §10-2-804 – Limitations.
12. Include the names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit F.
13. Provide vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit G.
14. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit H. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.
15. Completed annexation petitions shall be filed with the municipal records officer of the proposed annexing municipality. §10-2-806(3)(a)

PETITION SIGNATURE PAGE 1

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

Name of Annexation: Blue Sign Team LLC/ Cilander LLC

Petitioner 1

Petitioner Name  Greg Bird	Phone Number 801 369-9529
Mailing Address 364 W 2230 N Suite 104 PROVO, UT 84604	Email Address greg@skyrealtyco.com
Parcel Numbers 00-0020-8445	
Signature 	Date 6/26/25

Petitioner 2

Petitioner Name  BRIAN BIRD	Phone Number 801-735-7183
Mailing Address 930 E 862 N Orem UT 84687	Email Address brian@birdhomes.net
Parcel Numbers 00-0020-8445	
Signature 	Date 6/26/25

NOTICE

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

PETITION SIGNATURE PAGE 2

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Name of Annexation: Blue Sign Team LLC/ Cilander LLC

Petitioner 3

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

Petitioner 4

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

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PETITION SIGNATURE PAGE 3

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Name of Annexation: Blue Sign Team LLC/ Cilander LLC

Petitioner 5

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

Petitioner 6

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

NOTICE

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PETITION SIGNATURE PAGE 4

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Name of Annexation: Blue Sign Team LLC/ Cilander LLC

Petitioner 7

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	
Signature	Date

Petitioner 8

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers:	
Signature	Date

NOTICE

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PETITION CONTACT SPONSOR

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name Greg Bird	Phone Number 801-369-9529
Mailing Address 364 W 2230 N #104 Provo UT, 84604	Email Address greg@skyrealty.com
Parcel Numbers 00-0020-8445	

ENTITY: *Blue Sign Team*

By: *GMR*
Name/Title: *Owner*

STATE OF Utah)
COUNTY OF Utah) : ss.

On this 26th day of June, 2025, personally appeared before me the above named:

X who is personally known to me,
whose identity I verified on the basis of _____
who is authorized to sign on behalf of the entity/(ies) that own the property
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Kassie Tia West
NOTARY PUBLIC

My Commission Expires: 10/23/2027

NOTICE

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

PETITION SPONSOR 2

Designate at least one but not more than five of the signers of this petition as Sponsors. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name BRIAN BIRD	Phone Number 801-735-7183
Mailing Address 980 E 800 N Suite 101 Orem, 84097	Email Address Brian@Birdhouses.net
Parcel Numbers 00-0020-8445	

ENTITY: cylinder

By: BB

Name/Title:

owner

STATE OF Utah)
COUNTY OF Utah) : ss.



KASSIE TIA WEST
Notary Public, State of Utah
Commission # 733267
My Commission Expires
10-23-2027

On this 26th day of June, 2025, personally appeared before me the above named:

X who is personally known to me,
 whose identity I verified on the basis of _____
 who is authorized to sign on behalf of the entity/(ies) that own the property
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



Karen W. West
NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires: 10/23/2017

NOTICE

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PETITION SPONSOR 3

Designate at least one but not more than five of the signers of this petition as Sponsors. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name:	Phone Number:
Mailing Address	Email Address
Parcel Numbers	

ENTITY:

By: _____
Name/Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me the above named:

_____ who is personally known to me,
_____ whose identity I verified on the basis of _____
_____ who is authorized to sign on behalf of the entity(ies) that own the property
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE

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PETITION SPONSOR 4

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Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	

ENTITY:

By: _____
Name/Title: _____

STATE OF _____)
ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me the above named:
 _____ who is personally known to me,
 _____ whose identity I verified on the basis of _____
 _____ who is authorized to sign on behalf of the entity/(ies) that own the property
 to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE

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PETITION SPONSOR 5

Designate at least one but not more than five of the signers of this petition as Sponsors. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

Petitioner Name	Phone Number
Mailing Address	Email Address
Parcel Numbers	

ENTITY:

By: _____
Name/Title: _____

STATE OF _____
ss.
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me the above named:

_____ who is personally known to me,
_____ whose identity I verified on the basis of _____
_____ who is authorized to sign on behalf of the entity/(ies) that own the property
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

NOTARY PUBLIC

My Commission Expires: _____

NOTICE

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

EXHIBIT A: ANNEXATION MAP

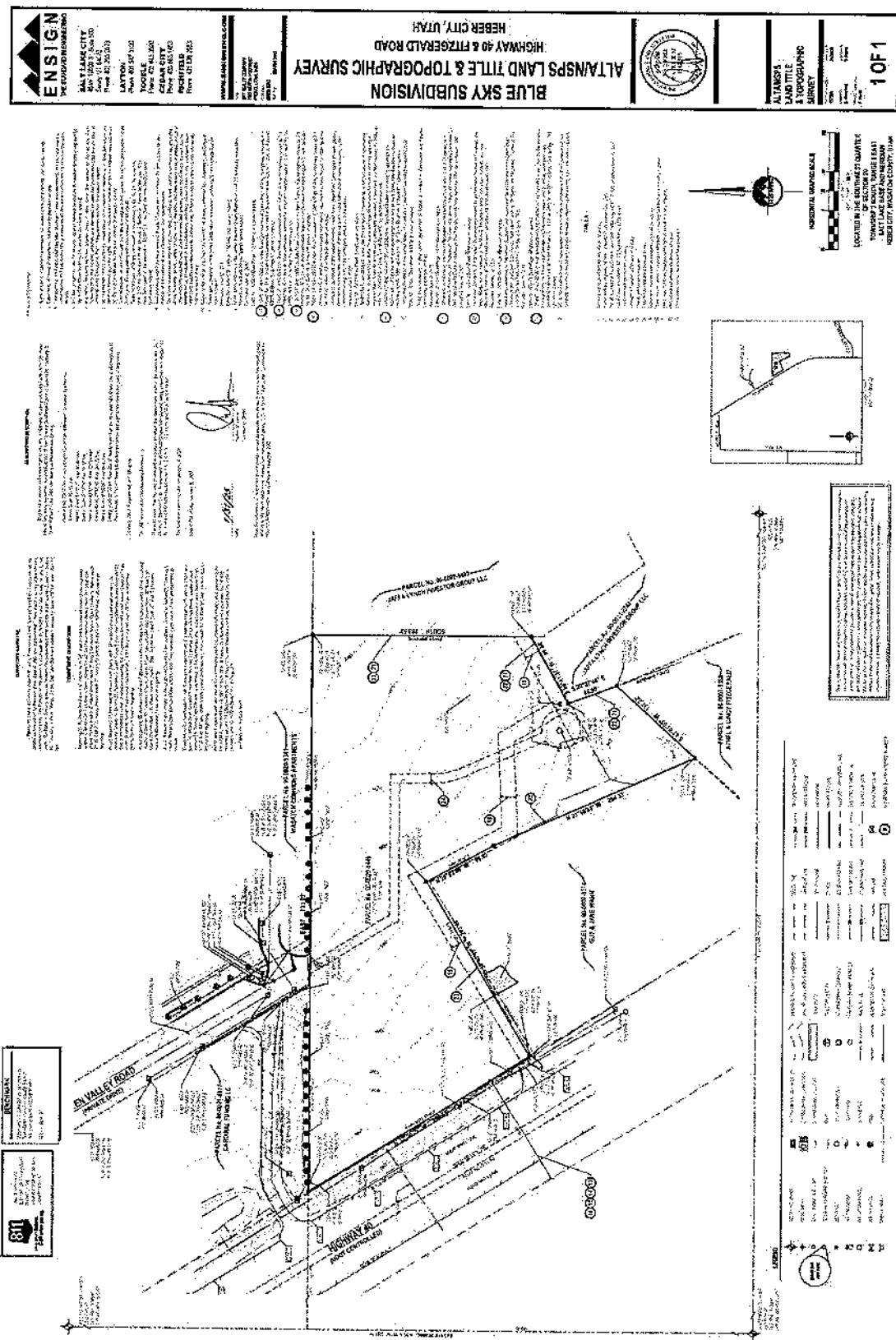




EXHIBIT B: PROPERTY DEEDS

2018-107

WHEN RECORDED MAIL TO:
GRANTEE Mail Tax Notices to:
C/O Greg Bird
1983 N 1200 W
Provo, UT 84604

Ent 460783 Bk 1244 Pg 1373 - 1374
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
2019 Feb 20 04:53PM Fee: \$15.00 TC
For: Invictus Law
ELECTRONICALLY RECORDED

WARRANTY DEED

Louise Murdock, Trustee of The Zina McDonald Trust dated the 27th day of August, 1992

Grantor,

of Heber City, Utah
hereby CONVEYS and WARRANTS to

Blue Sign Team, LLC a Utah limited liability company, as to an undivided 50% interest, and Cilander, LLC, a Michigan limited liability company, as to an undivided 50% interest

Grantee,

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

Beginning 20.16 chains West and 4.45 chains North 24° West from the Southeast corner of the Southwest quarter of Section 20, Township 3 South, Range 5 East, Salt Lake Meridian; thence North 24° West 5.95 chains; thence West 3.10 chains; thence North 2° West 2.64 chains; thence East 6.48 chains; thence South 21°15' East 3.12 chains; thence South 21° West 2.56 chains; thence South 59°40' West 1.35 chains to beginning.

ALSO: Beginning 20.16 chains West and 4.45 chains North 24° West from the Southeast corner of the Southwest Quarter of Section 20, Township 3 South, Range 5 East, Salt Lake Meridian; thence North 60°30' East to the Northeast corner of lands conveyed by B.A. Fitzgerald to Storm McDonald; thence South 24° East to the Southeast corner of said lands; thence South 73°45' West to a point South 24° East of beginning; thence North 24° West to beginning.

ALSO: Beginning 20.16 chains West and 7.08 chains North 24° West of the Southeast corner of the Southwest Quarter of Section 20, Township 3 South, Range 5 East, Salt Lake Meridian; thence North 24° West 3.32 chains; thence West 3.10 chains; thence South 2° East 2.64 chains; thence South 27° East 2.28 chains; thence Northeasterly to the point of beginning.

ALSO: A parcel of land situate in the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Northeasterly right of way and no-access line of a highway known as Project No. 019-1 at a point 705.99 feet North and 644.17 feet East from the Southwest Corner of the Southwest Quarter of said Section 20; thence East 104 feet, more or less, to the Northeast corner of said parcel of land; thence South 17°30' East 347 feet, more or less, to said no-access line; thence North 32°13' West 391 feet, more or less, to the point of beginning.

All the above together with and less and excepting those portions granted in Boundary Line Agreement Entry No. 233202, recorded May 14, 2001 in Book 0503, at Page 3, and Boundary Line Agreement No. 240699 recorded January 14, 2002, in Book 0541, at Page 0132, and Boundary Line Agreement Entry No. 425474, recorded June 13, 2016 in Book 1161, at Page 311.

Tax Serial No.: Parcel No.: 00-0020-8445, Serial No.: OWC-0590-1-020-035

LESS AND EXCEPTING any and all water rights associated herewith,

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2019 taxes and thereafter.

WITNESS the hand of said grantor, this 15 day of February, 2019.

Libbie Murdoch, Trustee

Zina McDonald Trust, by Louise Murdock as
Trustee

STATE OF UTAH)
COUNTY OF Oak) :ss

On the 15 day of February 2019 personally appeared before me Louise Murdock as Trustee of the Zina McDonald Trust, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Kester Anderson
Notary Public
Residing at, Utah: Logan
My Commission Expires: 4/2/22



ALTA COMMITMENT FOR TITLE INSURANCE
issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN
PRESIDENT



JEAN WARD
SECRETARY

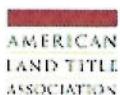
FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Blair Jackson, 980 East 800 North #101, Orem Utah 84097, Phone: 801-854-9212, Fax: 801-415-9340

PCUT202506008691N

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters."
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. LIMITATIONS OF LIABILITY
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Invictus Title Insurance Agency, LLC
 Issuing Office: 980 East 800 North #101, Orem Utah 84097
 Issuing Office's ALTA® Registry ID:
 Commitment Issue Date: June 25, 2025

Commitment Number: PCUT202506008691N
 Issuing Office File Number: 2025-050
 Property Address: Not Assigned, Utah

SCHEDULE A

1. Commitment Date: June 11, 2025 @ 8:00 a.m.

	Premium
A. 2021 ALTA Owner's Policy, Amount TBD Proposed Insured: TBD	\$375
Certificate of Taxes Due	\$0.00
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$ \$375.00

2. The estate or interest in the Land at the Commitment Date is: Fee Simple

3. The Title is, at the Commitment Date vested in: Blue Sign Team, LLC, a Utah limited liability company, as to an undivided 50% interest and Cilander, LLC, a Michigan limited liability company, as to an undivided 50% interest

4. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

INVICTUS TITLE INSURANCE AGENCY, LLC
980 East 800 North #101
Orem Utah 84097
PH: 801-854-9212

4378
(member no.)

ATTORNEYS TITLE GUARANTY FUND, INC.

BY:



Eric R. Morgan
President

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Blair Jackson, 980 East 800 North #101, Orem Utah 84097, Phone: 801-854-9212, Fax: 801-415-9340

Commitment Number: PCUT202506008691N

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.
7. Deed of Trust to secure the new loan to be insured.
8. Warranty Deed from the vested owners on Schedule A to the proposed insured.
9. Verify property is owned free and clear.
10. Verify Assessments are current, Exception No.(s): 11, 12.
11. Subject to any all matter disclosed on the SCR.

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title:

1. Louise Murdock, Trustee of The Zina McDonald Trust dated the 27th day of August, 1992 to Blue Sign Team, LLC, a Utah limited liability company, as to an undivided 50% interest, and Cilander, LLC, a Michigan limited liability company, as to an undivided 50% interest by Deed dated 2/15/2019 and recorded 2/20/2019 in Book 1244, Page 1373 as Document Number 460783 in the Official Records of WASATCH County.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. General property taxes for the year 2025 are accruing as a lien, but are not yet due and payable. Taxes for the year 2024 have been paid in the amount of \$5,455.40. Tax Serial Number 00-0020-8445.
8. Said property is within the boundaries of Wasatch County and Tax District 16, and is subject to any charges and assessments levied thereunder.
9. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
10. Subject to the effects of a Deed Line, Fence Line Survey performed by a Registered Land Surveyor.
11. Terms and Conditions of that certain Certificate of Annexation, pertaining to North Village Special Service District
Recorded: June 22, 2016
Entry No.: 425812
Book/Page: 1162/340
12. Terms and Conditions of that certain Wasatch County Resolution 2016-05, Annexing certain Real Property to the North Village Special Service District
Recorded: June 22, 2016
Entry No.: 425813
Book/Page: 1162/345
13. RIGHT OF WAY DEED to State Road Commission of Utah a Right of Way for Highway known as F.A. Project No. 42-A, and as more particularly described in document recorded June 4, 1936, as Entry No. 53855, in Book 19, at Page 61.
14. RIGHT OF WAY DEED to State Road Commission of Utah a Right of Way for Highway known as F.A. Project

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No. 42-A, and as more particularly described in document recorded June 4, 1936, as Entry No. 53856, in Book 19, at Page 62.

15. RIGHT OF WAY DEED to State Road Commission of Utah a Right of Way for Highway known as F.A. Project No. 42-A, and as more particularly described in document recorded August 13, 1936, as Entry No. 54139, in Book 19, at Page 98.
16. RIGHT OF WAY DEED to State Road Commission of Utah a Right of Way for Highway known as F.A. Project No. 42-A, and as more particularly described in document recorded August 13, 1936, as Entry No. 54140, in Book 19, at Page 98.
17. Terms and Conditions of that certain Warranty Deed, to the State Road Commission of Utah, granting permission to locate and construct all irrigation and/or waste water ditches made necessary by the construction of project more particularly described in document.
Recorded: May 1, 1958
Entry No.: 78072
Book/Page: 32/385
18. TEMPORARY EASEMENT to the Utah Department of Transportation for the purpose of constructing thereon an access with cut and/or fill slopes and appurtenant parts thereof, incident the widening of Highway State Route 40, and as more particularly described in document recorded January 25, 1996, as Entry No. 00184378, in Book 314, at Page 475.
19. CONTRACT AND GRANT OF EASEMENT to The United States of America for operation and maintenance of pipeline and appurtenant structures, and as more particularly described in document recorded April 6, 2005, as Entry No. 281530, in Book 746, at Page 477.
20. Terms and Conditions of that certain Notice of Location of Easement
Recorded: August 10, 2006
Entry No.: 305873
Book/Page: 880/739

Terms and Conditions of that certain Assignment of Notice of Location of Easements and Related Easements and Rights-of-Way

Recorded: April 28, 2015

Entry No.: 411327

Book/Page: 1128/164

21. Terms and Conditions of that certain Boundary Agreement, by and between Clark F. Fitzgerald and Jeanne S. Fitzgerald, as Trustees of The Clark and Jeanne Fitzgerald Family Trust dated December 23, 1997, and Zina McDonald, Trustee of The Zina McDonald Trust dated the 27th day of August, 1992.
Recorded: May 14, 2001
Entry No.: 233202
Book/Page: 503/3
22. Terms and Conditions of that certain Boundary Agreement, by and between Rodney M Fitzgerald and Kay L. Fitzgerald, as Trustees of The Mont B. Fitzgerald Family Trust dated 10/18/95, and Zina McDonald, Trustee of The Zina McDonald Trust dated the 27th day of August, 1992.
Recorded: January 14, 2002
Entry No.: 240699
Book/Page: 541/132
23. Terms and Conditions of that certain Boundary Line Agreement, by and between KayeDawn Epps, Trustee of the KayeDawn Epps Family Trust dated June 16, 2014 and Zina McDonald, Trustee of The Zina McDonald Trust

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dated the 27th day of August, 1992.

Recorded: June 13, 2016

Entry No.: 425474

Book/Page: 1161/311

24. GRANT OF EASEMENT AND EASEMENT AGREEMENT to The Zina McDonald Trust for the access to a well and only for the ability to operate, and maintain a natural spring, and as more particularly described in document recorded February 21, 2019, as Entry No. 460815, in Book 1244, at Page 1505.
25. NOTE: No existing Deed of Trust appears of record. If this information is not correct please notify the Company as soon as possible to provide information regarding the existing loan.

NOTE: The following names have been checked for judgments: Blue Sign Team LLC, Cilander, LLC, Louise Murdock, Zina McDonald Trust

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

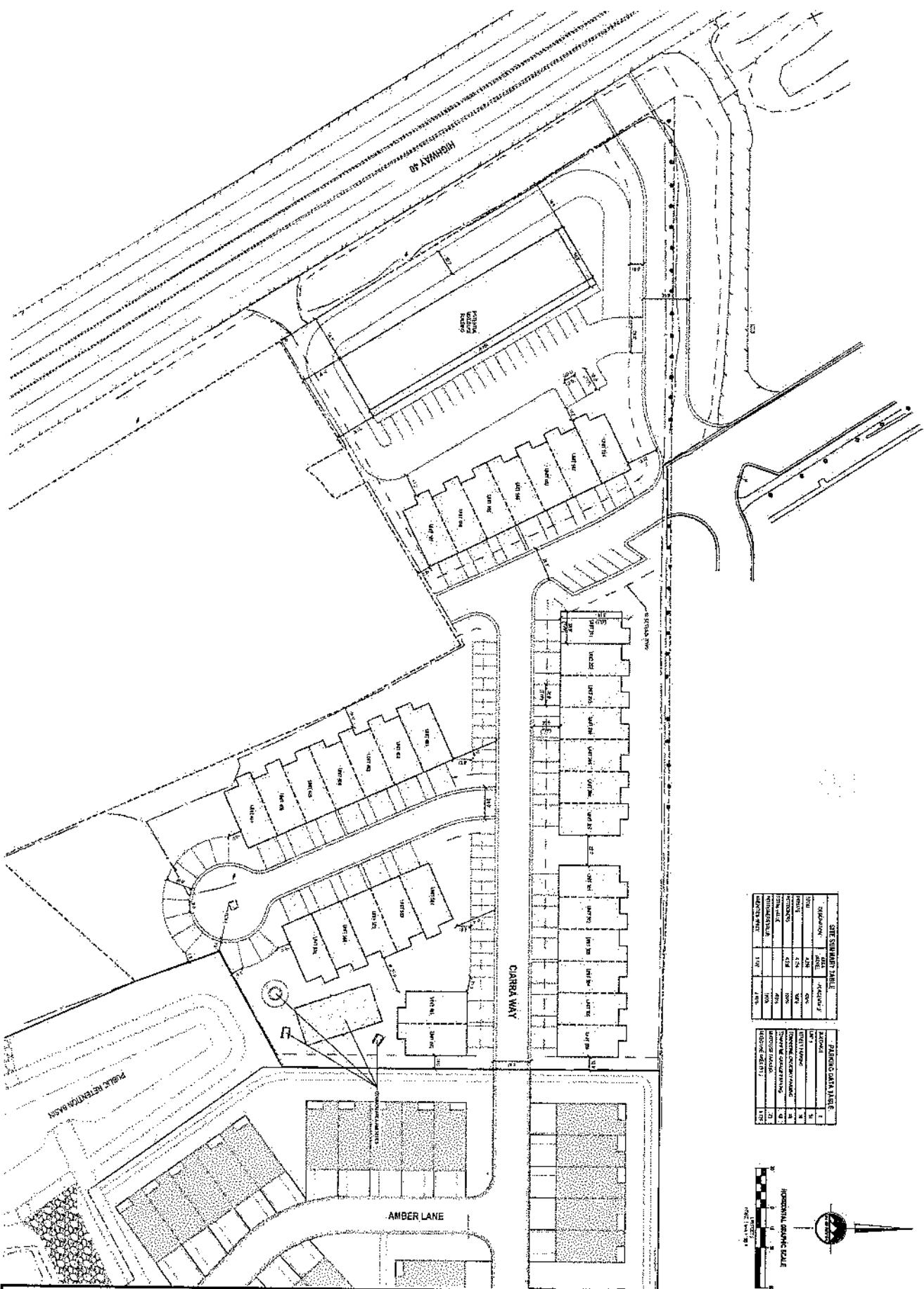
This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: 2025-050

Beginning at a point on the east right of way line of Highway 40 said point being North 00°07'35" West 686.96 feet along the section line and East 661.05 feet from the Southwest Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running: thence East 723.07 feet to and along the south line of Wasatch Commons Apartments; thence South 283.52 feet; thence South 60°41'37" West 99.44 feet; thence South 20°27'52" East 66.50 feet; thence South 42°07'06" West 137.23 feet; thence North 23°55'33" West 284.33 feet; thence North 28°59'00" West 98.83 feet; thence South 59°03'49" West 263.48 feet to a point on the said east right of way line of said Highway 40; thence North 32°00'26" West 336.55 feet along said east right of way line to the point of beginning.

Tax Parcel No. 00-0020-8445



BLUE SIGN PROJECT

STREET
HEBER CITY, UTAH

EX-100

BLUE SIGN SITE
CONCEPT PLAN

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Page 154 of 191



EXHIBIT C:

**Copy of the notice sent to affected entities
and a list of the affected entities**



NOTICE OF POTENTIAL ANNEXATION

Date: 6/11/25

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Heber City, or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City within 30 days after Heber City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting the following:

City Representative	Petitioner Representative
Heber City Planning Office Anthony Kohler, Planning Director 75 North Main Street, Heber City, UT 84032. Phone 435-657-7900 Email at tkohler@hebercity.org	Name <u>Greg Bird</u> Mailing Address <u>364 W 2230 N Suite 104</u> <u>PROVO UT 84604</u> Phone <u>801 - 369 - 9529</u> Email <u>gregory.kirk.brownhomes.com</u> <u>greg.brown.brown@gmail.com</u>

Once filed, the annexation petition will be available for inspection and copying at the office of the Heber City Recorder, 75 North Main Street, Heber City, UT 84032.

00-0021-2742	JAFFA LYNCH INVESTOR GROUP LLC 4490 FORESTDALE DR STE 202 , PARK CITY, UT 84098-6438
00-0021-2743	JAFFA LYNCH INVESTOR GROUP LLC 4490 FORESTDALE DR STE 202 , PARK CITY, UT 84098-6438
00-0021-6977	CARDINAL FUNDING LC 1165 E WILMNGTON AVE STE 275 , SALT LAKE CITY, UT 84106-0381
00-0021-1674	WASATCH COMMONS APARTMENTS LLC 3021 CITRUS CIR STE 130 , WALNUT CREEK, CA 94598-2635
00-0007-8514	WANN GUY 2500 N HWY 40 , HEBER CITY, UT 84032-3841
00-0007-9058	FITZGERALD ATHEL BONNER II PO BOX 23:2300 N HWY 40, HEBER CITY, UT 84032-0023
00-0007-8480	JAFFA LYNCH INVESTOR GROUP LLC 4490 FORESTDALE DR STE 202 , PARK CITY, UT 84098-6438
00-0007-8472	NELSON ZACHARY TYSON 3031 S 450 W , MAPLETON, UT 84664-4740
00-0007-8506	PROVOST JOSHUA J PO BOX 783 , MIDWAY, UT 84049-0783
00-0007-8886	MILLER MARVIN E & MARGARET TR 9 PLEASTAN HILL DR , ROLLING HILLS ESTATES, CA 90274-1521
00-0007-8456	CONRAD GARY B TR 10480 UNTAH CANYON HWY , ROOSEVELT, UT 84066-3669
00-0012-6180	MILLER MARVIN E & MARGARET TR 9 PLEASTAN HILL DR , ROLLING HILLS ESTATES, CA 90274-1521
00-0022-0752	JAFFA LYNCH INVESTOR GROUP LLC 4490 FORESTDALE DR STE 202 , PARK CITY, UT 84098-6438
00-0020-9341	WASATCH COMMONS APARTMENTS LLC 3021 CITRUS CIR STE 130 , WALNUT CREEK, CA 94598-2635
00-0007-8423	NORTH VILLAGE SPECIAL SERVICE DISTRICT 6135 E LAKE CREEK RD PO BOX 519, HEBER CITY, UT 84032-0519
00-0020-7957	RE INVESTMENT HOLDINGS LLC 6900 S 900 E STE 230 , MIDVALE, UT 84047-5820
00-0020-1056	JAFFA LYNCH INVESTOR GROUP LLC 4490 FORESTDALE DR STE 202 , PARK CITY, UT 84098-6438
00-0022-0448	JORDANELLE REF ACQUISITION LLC 10421 S JORDAN GTWY STE 200 , SOUTH JORDAN, UT 84095-3928

Exhibit D: VALUE & ACREAGE

Property Value & Acreage Within Annexation Area



EXHIBIT E: PROPERTY TAX NOTICES



Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 11, 25 & 26 2021
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2021

*****AUTO**ALL FOR AADC 840 AA 7573 1/2-P29 T25 15145
00-0020-8445 / OWC-0590-1-020-035
BLUE SIGN TEAM LLC
CILANDER LLC
% GREG BIRD
1983 N 1120 W
PROVO UT 84604-1183

2021 Tax Notice

Parcel Number 00-0020-8445

Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING

Tax District
016 - NORTH VILLAG SPECIAL SRVC DIST
Mortgage Company
NO REQUESTING COMPANY

Partial Property Description

BEGINNING AT A POINT NORTH 472.84 FEET T AND EAST
1101.49 FEET FROM THE SW C ORNER OF SEC 20 T3S
R5E SL

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
NON FAA NON PRIMARY LAND	3.91 1.00	140,000 90,000	140,000 90,000	1,638.14 1,053.09
Total Property Value & Taxes	4.91	230,000	230,000	2,691.23

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE: LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	0.001580	363.40
12 COUNTY LOCAL A&C	0.000190	43.70
15 COUNTY BONDS	0.000078	17.94
17 MULTI COUNTY A&C	0.000012	2.76
19 BASIC ST SCHOOL LEVY	0.001661	382.03
20 WASATCH CO SCHOOL DIST	0.005329	1,225.67
21 SCHOOL DIST BOND	0.001202	276.46
23 HEALTH	0.000091	20.93
24 CHARTER SCHOOL LEVY	0.000054	12.42
30 WASATCH COUNTY FIRE DISTRICT	0.000684	157.32
32 PARK & REC GENERAL	0.000264	60.72
72 LIBRARY	0.000156	35.88
90 CENTRAL UT WATER CONSERVANCY	0.000400	92.00
	0.011701	2,691.23

Prepayments **0.00** Abatements **0.00** **Total Tax Due** **2,691.23**

PAY ONLINE AT www.wasatch.utah.gov

Payments Are Due Before November 30th
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

REQUEST FOR CHANGE OF MAILING ADDRESS

NAME _____
ADDRESS _____
CITY & STATE _____
ZIP CODE _____
PHONE # _____

PARCEL NUMBER: 00-0020-8445

I hereby swear that I am entitled to receive property tax notices on this parcel. Any false statements or omissions are punishable under Utah law by a fine and/or imprisonment.

Authorized Signature _____ Date _____
If you are interested in making prepayments during 2022 for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb. 2022.
(No additional fees will be charged.)

YES! I am interested in making prepayments for 2022.

TOTAL DUE **2,691.23**
PENALTIES APPLY AFTER
NOVEMBER 30, 2021

Make checks payable to: **WASATCH COUNTY TREASURER**
25 North Main
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2022.

2021 THIS STUB MUST ACCOMPANY PAYMENT

00-0020-8445





Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 11, 24 & 25 2022
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2022

*****AUTO*ALL FOR AADC 840 AA 7708 1/1-P30 T25
00-0020-8445 / OWC-0590-1-020-035
BLUE SIGN TEAM LLC
CILANDER LLC
% GREG BIRD
1983 N 1120 W
PROVO UT 84604-1183

2022 Tax Notice

Parcel Number 00-0020-8445
Back Taxes - Separate Check Required
NO BACK TAXES OUTSTANDING
Tax District
016 - NORTH VILLAG SPECIAL SRVC DIST
Mortgage Company
NO REQUESTING COMPANY

Partial Property Description

BEGINNING AT A POINT NORTH 472.84 FEET T AND EAST
1101.49 FEET FROM THE SW C ORNER OF SEC 20 T3S
R5E SL

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
NON FAA NON PRIMARY LAND	2.91 1.00	234,600 200,000	234,600 200,000	2,186.94 1,864.40
Total Property Value & Taxes	3.91	434,600	434,600	4,051.34

* Values are a detailed listing of greenbook classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE: LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entities	Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	12/07/2022 6:00 PM 25 N MAIN ST HEBER CITY ROOM 206	0.001185	515.00
12 COUNTY LOCAL A&C		0.000138	59.97
15 COUNTY BONDS		0.000060	26.08
17 MULTI COUNTY A&C		0.000015	6.52
19 BASIC ST SCHOOL LEVY		0.001652	717.96
20 WASATCH CO SCHOOL DIST		0.003895	1,692.77
21 SCHOOL DIST BOND		0.001056	458.94
23 HEALTH		0.000066	28.68
24 CHARTER SCHOOL LEVY		0.000032	13.91
30 WASATCH COUNTY FIRE DISTRICT		0.000516	224.25
32 PARK & REC GENERAL		0.000193	83.88
72 LIBRARY		0.000114	49.54
90 CENTRAL UT WATER CONSERVANCY		0.000400	173.84
		0.009322	4,051.34

Prepayments **0.00** Abatements **0.00** **Total Tax Due** **4,051.34**

PAY ONLINE AT www.wasatch.utah.gov

Payments Are Due Before November 30th
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

REQUEST FOR CHANGE OF MAILING ADDRESS

NAME: _____
ADDRESS: _____
CITY & STATE: _____
ZIP CODE: _____
PHONE #: _____

PARCEL NUMBER: 00-0020-8445

I hereby swear that I am entitled to receive property tax notices on this parcel. Any false statements or omissions are punishable under Utah law by a fine and/or imprisonment.

Authorized Signature _____

If you are interested in making prepayments during 2023 for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb. 2023.
(No additional fees will be charged.)

YES! I am interested in making prepayments for 2023.

**TOTAL DUE
PENALTIES APPLY AFTER
NOVEMBER 30, 2022** **4,051.34**

Make checks payable to: **WASATCH COUNTY TREASURER**
25 North Main
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2023.

2022 THIS STUB MUST ACCOMPANY PAYMENT

00-0020-8445





Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 10, 23 & 24 2023
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER NOV 30, 2023

*****AUTO**ALL FOR AADC 840 AA 8086 1/1-P33 T25
00-0020-8445 / OWC-0590-1-020-035
BLUE SIGN TEAM LLC
CILANDER LLC
% GREG BIRD
1983 N 1120 W
PROVO UT 84604-1183

2023 Tax Notice

Parcel Number 00-0020-8445
Back Taxes - Separate Check Required
BACK TAXES DUE OF \$4,532.12
Tax District 016 - NORTH VILLAG SPECIAL SRVC DIST
Mortgage Company NO REQUESTING COMPANY

Partial Property Description

BEGINNING AT A POINT NORTH 472.84 FEET T AND EAST 1101.49 FEET FROM THE SW C ORNER OF SEC 20 T3S R5E SL

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
NON FAA NON PRIMARY LAND	3.91 1.00	234,600 200,000	234,600 200,000	2,026.24 1,727.40
Total Property Value & Taxes	4.91	434,600	434,600	3,753.64

* * Values are a detailed listing of greenbelt classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE: LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entity	Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND		0.000970	421.56
12 COUNTY LOCAL A&C		0.000113	49.11
15 COUNTY BONDS		0.000021	9.13
17 MULTI COUNTY A&C		0.000015	6.52
19 BASIC ST SCHOOL LEVY	8/16/2023 6:30 PM BOARD ROOM 101 E 200 N HEBER CITY	0.001406	611.05
20 WASATCH CO SCHOOL DIST		0.004700	2,042.62
21 SCHOOL DIST BOND		0.000251	109.08
23 HEALTH		0.000054	23.47
24 CHARTER SCHOOL LEVY		0.000034	14.78
30 WASATCH COUNTY FIRE DISTRICT		0.000422	183.40
32 PARK & REC GENERAL	12/12/2023 6:00 PM 25 N MAIN STREET HEBER CITY	0.000158	68.67
72 LIBRARY		0.000093	40.42
90 CENTRAL UT WATER CONSERVANCY	8/21/2023 6:00 PM CUWCD HEADQUARTERS 1426 E 750 N OREM UT	0.000400	173.84
		0.008637	3,753.64

Prepayments **0.00** Abatements **0.00** **Total Tax Due**  **3,753.64**

PAY ONLINE AT www.wasatch.utah.gov

Payments Are Due Before November 30th
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

REQUEST FOR CHANGE OF MAILING ADDRESS

NAME: _____
ADDRESS: _____
CITY & STATE: _____
ZIP CODE: _____
PHONE #: _____

PARCEL NUMBER: 00-0020-8445

I hereby swear that I am entitled to receive property tax notices on this parcel. Any false statements or omissions are punishable under Utah law by a fine and/or imprisonment.

Authorized Signature _____ Date _____
If you are interested in making prepayments during 2024 for next year's property taxes, please mark below. A coupon booklet will be sent to you Feb. 2024.
(No additional fees will be charged.)

YES! I am interested in making prepayments for 2024.

**TOTAL DUE
PENALTIES APPLY AFTER
NOVEMBER 30, 2023** **3,753.64**

Make checks payable to: **WASATCH COUNTY TREASURER**
25 North Main
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2024.

2023 THIS STUB MUST ACCOMPANY PAYMENT

00-0020-8445





Wasatch County Treasurer
25 North Main Heber City, Utah 84032
Office Hours Are 8:00 A.M. To 5:00 P.M.
Closed November 11, 28 & 29 2024
Telephone (435) 657-3217
PAYMENT DUE UPON RECEIPT
PENALTY ADDED AFTER Dec 2, 2024

*****AUTO*ALL FOR AADC 840 AA 8175 1/1-P33 T25
00-0020-8445 / OWC-0590-1-020-035
BLUE SIGN TEAM LLC
CILANDER LLC
% GREG BIRD
1983 N 1120 W
PROVO UT 84604-1183

2024 Tax Notice

Parcel Number **00-0020-8445**

Back Taxes - Separate Check Required
BACK TAXES DUE OF \$5,029.33

Tax District
016 - NORTH VILLAG SPECIAL SRVC DIST

Mortgage Company
NO REQUESTING COMPANY

Partial Property Description

BEGINNING AT A POINT NORTH 472.84 FEET AND EAST
1101.49 FEET FROM THE SW C ORNER OF SEC 20 T3S
R5E SL

Property Type	Acres/Count	Market Value	Taxable Value	Tax Amount
NON FAA NON PRIMARY LAND	3.91 1.00	293,250 350,000	293,250 350,000	2,487.05 2,968.35
Total Property Value & Taxes	4.91	643,250	643,250	5,455.40

* Values are a detailed listing of greenbook classifications. This listing is provided for informational purposes only.

THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN.

TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE; LAST NOTICE REQUIRED BY LAW.

Taxing Unit/Entities - Budget Hearing Date, Time & Location

Taxing Unit/Entity	Budget Hearing Date, Time & Location	Tax Rate	Tax Amount
10 COUNTY GENERAL FUND	12/04/24 6PM 25 N MAIN, COMMISSION CHAMBERS	0.000947	609.16
12 COUNTY LOCAL A&C		0.000110	70.76
15 COUNTY BONDS		0.000019	12.22
17 MULTI COUNTY A&C		0.000015	9.65
19 BASIC ST SCHOOL LEVY		0.001408	905.70
20 WASATCH CO SCHOOL DIST		0.004591	2,953.16
21 SCHOOL DIST BOND		0.000225	144.73
23 HEALTH		0.000053	34.09
24 CHARTER SCHOOL LEVY	12/04/24 6PM 25 N MAIN, COMMISSION CHAMBERS	0.000031	19.94
30 WASATCH COUNTY FIRE DISTRICT		0.000413	265.66
32 PARK & REC GENERAL		0.000154	99.06
72 LIBRARY	12/04/24 6PM 25 N MAIN, COMMISSION CHAMBERS	0.000115	73.97
90 CENTRAL UT WATER CONSERVANCY	08/27/2024 6PM WAS HELD	0.000400	257.30
		0.008481	5,455.40

Prepayments **0.00** Abatements **0.00** Total Tax Due  **5,455.40**

The Wasatch County Recorder's Office now offers Property Watch.

For more information, and to sign up, please visit

www.wasatchcounty.gov/propertywatch

OR scan the QR Code.



PAY ONLINE AT www.wasatchcounty.gov

Payments Are Due Before December 2nd
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT. BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

TOTAL DUE	5,455.40
<small>PENAL TIES APPLY AFTER DECEMBER 2, 2024</small>	
<small>Make checks payable to: WASATCH COUNTY TREASURER 25 North Main Heber City, Utah 84032</small>	

Cash mailed at taxpayer risk. Your cancelled check is your receipt.
To ensure proper credit, please write the parcel number(s) on your check.
Refunds will be issued upon request after January 31, 2025.

2024 THIS STUB MUST ACCOMPANY PAYMENT

00-0020-8445



PARCEL: 00-0020-8445

GO TO WASATCHCOUNTY.GOV OR SCAN THE QR CODE
TO MAKE A PAYMENT, CHANGE MAILING
ADDRESS, OR REQUEST PREPAYMENT COUPON
BOOKLET FOR 2025. THE COUPONS WILL BE
MAILED IN FEBRUARY 2025.





EXHIBIT F:
LIST OF ALL PROPERTY OWNERS
WITHIN ANNEXATION AND WITHIN 300
FEET OF ANNEXATION

EXHIBIT G: VICINITY MAP

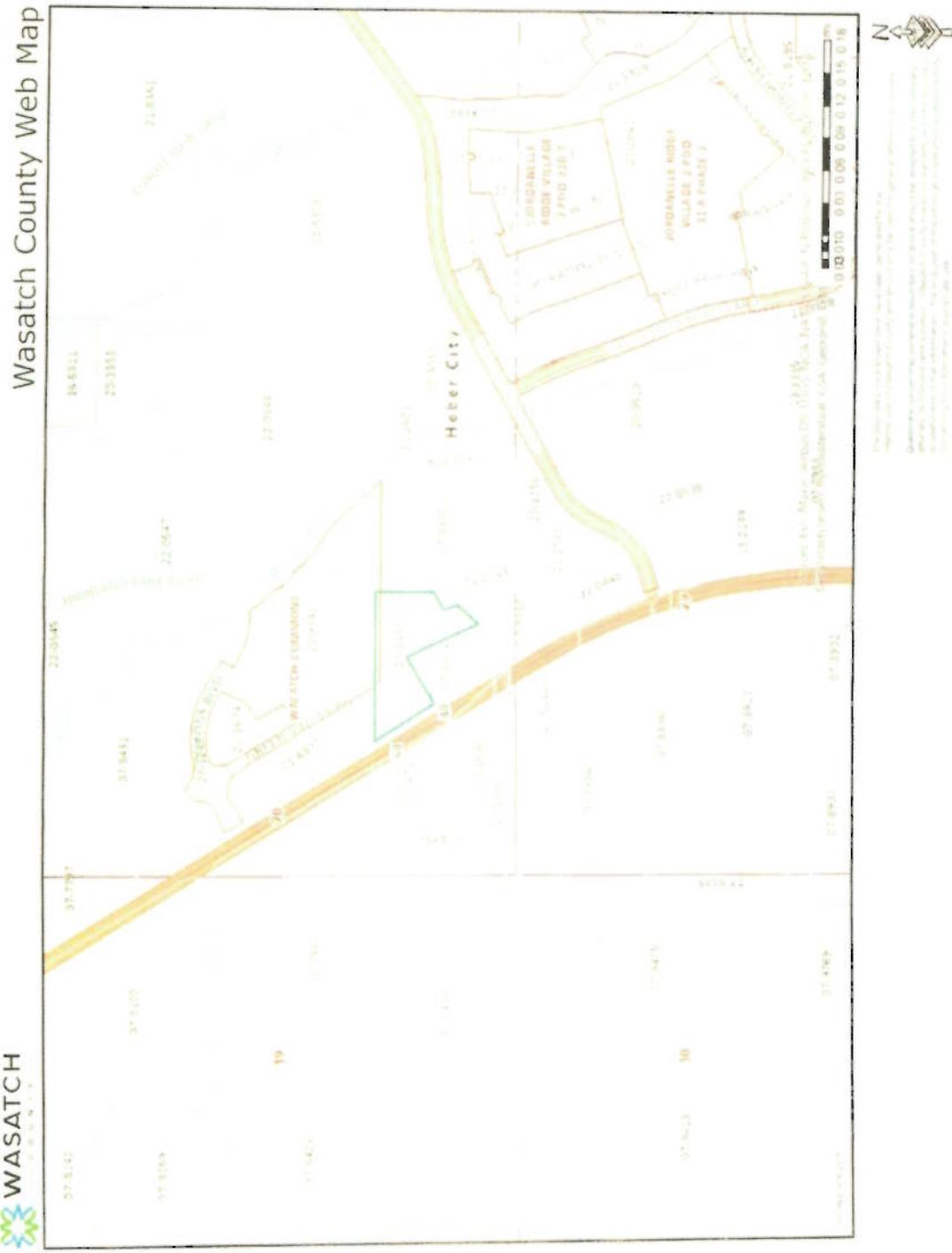
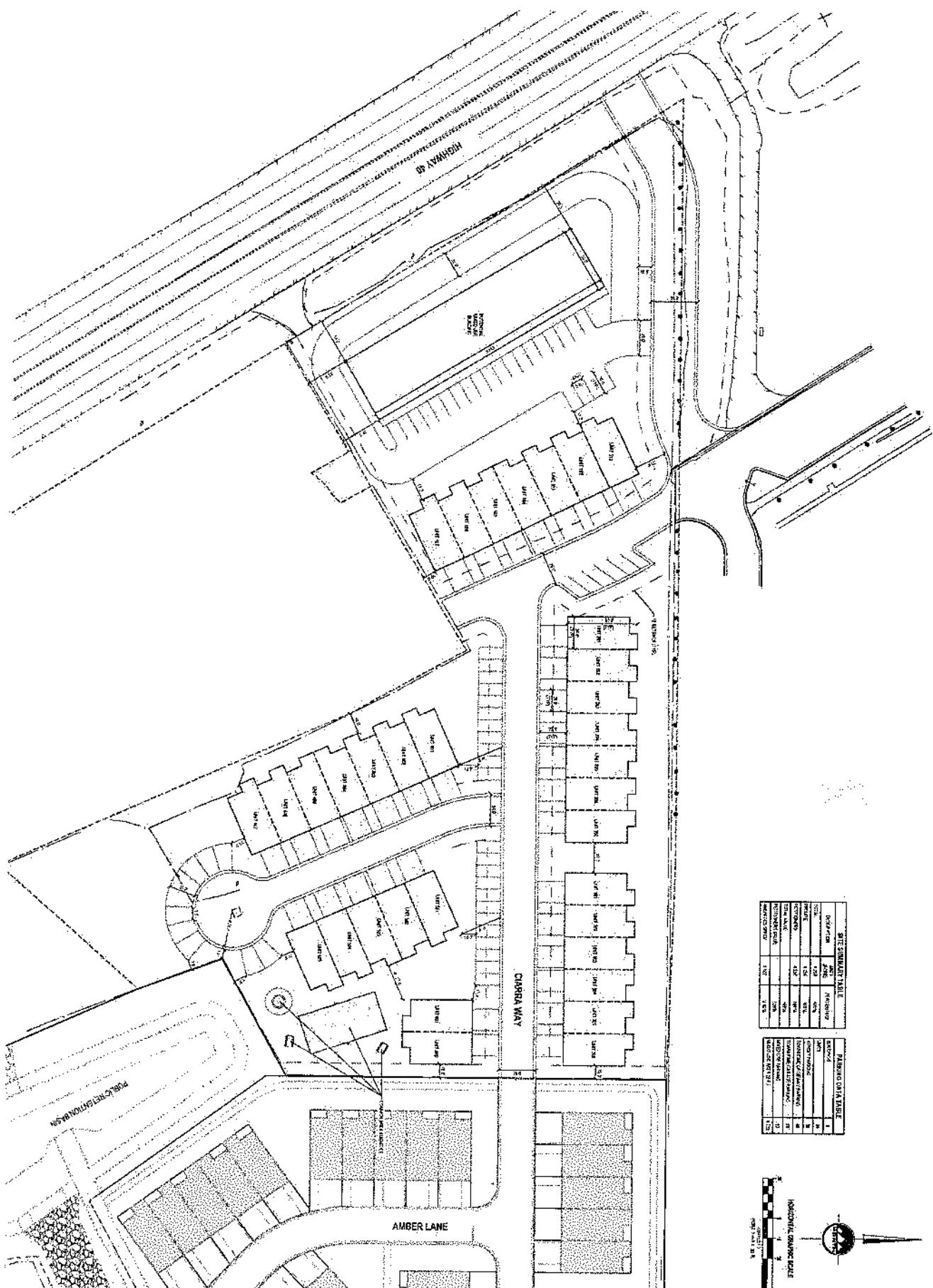




EXHIBIT H: CONCEPT PLAN



SITE SUMMARY TABLE		
Description	Area	Residential
Lot	100	400
Total	1.00	4.00
Project	1.00	1.00
Permit	1.00	1.00
Permit Area	1.00	1.00
Permit Area %	100	100
Permit Area % of Total	100	100

PERMIT DATA TABLE		
Permit	Area	1
Permit	Area %	100
Permit	Permit %	100
Permit	Permit % of Total	100

HOUSING CAPACITY TABLE		
Housing Type	Area	1
Housing Type	Area %	100
Housing Type	Permit %	100
Housing Type	Permit % of Total	100

PERMIT PERIODIC CHECKLIST		
Permit Periodic Check	Area	1
Permit Periodic Check	Area %	100
Permit Periodic Check	Permit %	100
Permit Periodic Check	Permit % of Total	100

EX-100	BLUE SIGN SITE CONCEPT PLAN	BLUE SIGN PROJECT STREET. HEBER CITY, UTAH	ENSIGN ENVIRONMENTAL SERVICES INC. 1510 1000 S. 500 E. Salt Lake City, UT 84102 PHONE: 801-970-2200 FAX: 801-970-2201 E-MAIL: 801-970-2200 WEBSITE: www.ensign.com PHONE: 435-885-2600 ROBBIELLA
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Notice of Intent to File Annexation Petition

Name of Annexation: Blue Sign team, LLC/Cilander, LLC

Petitioner Representative Name: Greg Bird

Mailing Street Address: 364 W. 7250 N Suite 104

City, State, Zip: Proud Utah 84604

Phone: 801 369 9529

Email: greg@skyrealtyco.com

Date: 6/9/25

Dear Representative of Affected Entities:

Blue Sign team, LLC/Cilander, LLC

Pursuant to Utah State Code Section 10-2-403, we, the undersigned and real property owner(s), respectfully notify you, as an Affected Entity, that I (we) intend to file a petition to annex certain real property depicted in the attached exhibit, into Heber City, Utah.

Sincerely,

BWe Sign Team

X

Signature

Greg Bird, Manager

Name

Signature

Name

CILANDER, LLC 50% ownership

Signature

Brian Bird Manager for Cilander, LLC

Name

Signature

Name



Notice of Intent to File Annexation Petition

Name of Annexation: Blue Sign Team LLC/Cilander LLC

Parcel: 00-0020-8445

Serial: OWC-0590-1-020-035

Petitioner Representative Name: Greg Bird

Mailing Street Address: 364 W. 2230 N. Suite 104

City, State, Zip: Provo, Utah 84604

Phone: 801-369-9529

Email: greg@skyrealtyco.com

Date: 6/9/25

Dear Representative of Affected Entities:

Blue Sign Team LLC/Cilander, LLC

Pursuant to Utah State Code Section 10-2-403, we, the undersigned and real property owner(s), respectfully notify you, as an Affected Entity, that I (we) intend to file a petition to annex certain real property depicted in the attached exhibit, into Heber City, Utah.

Sincerely,

Signature

Greg Bird

Name

Signature

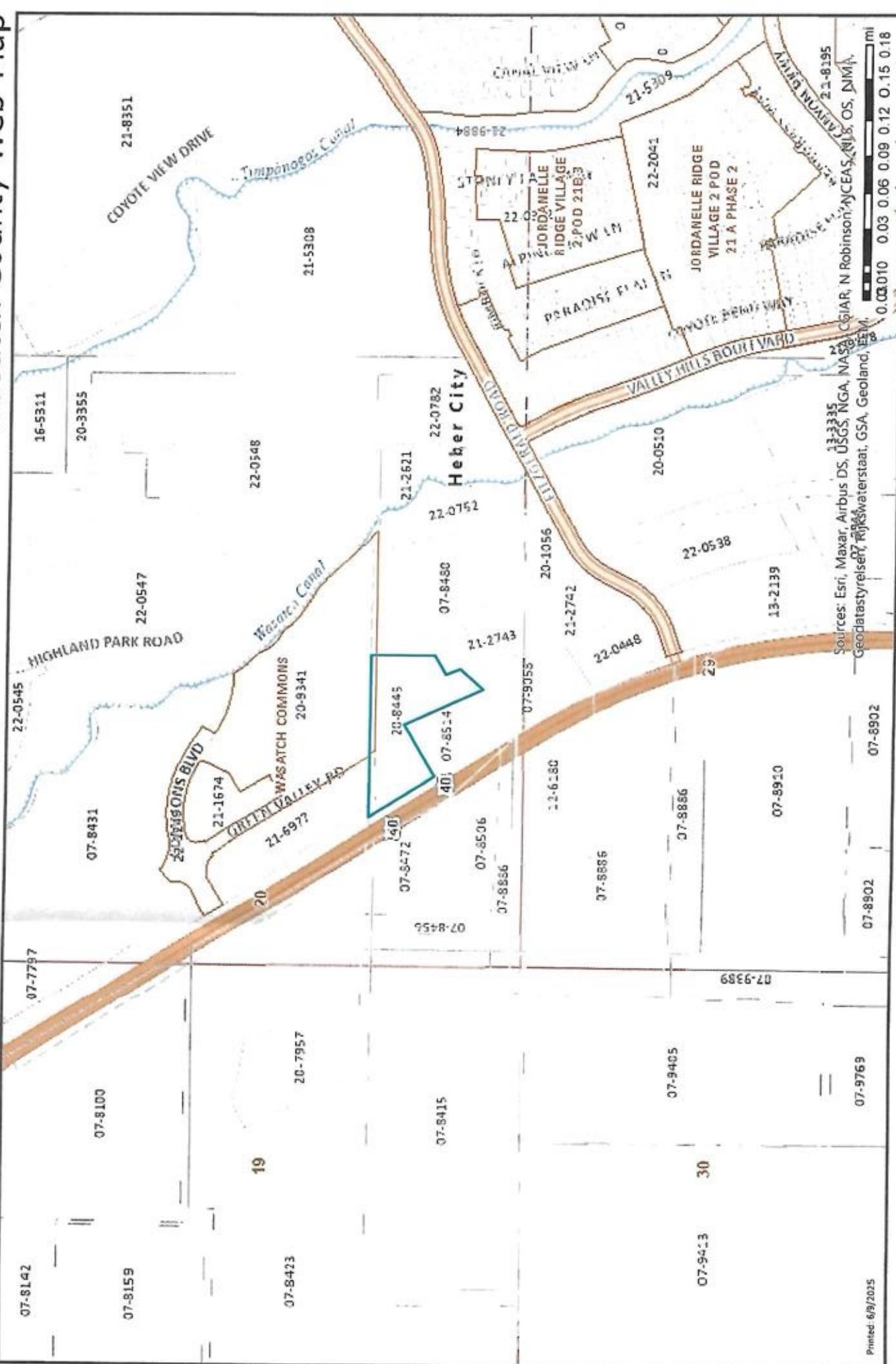
Name

Signature

Name

Signature

Name



The boundary lines shown here have been generated for the internal use of Wasatch County and should only be used for general reference purposes. Questions concerning ownership boundary locations should be directed to a title company, attorney or licensed land surveyor. Wasatch County makes no warranty as to the accuracy or usefulness of this information. The end user of this information assumes all responsibility concerning this information's appropriate use.



Heber City Council Staff Report

MEETING DATE:	7/15/2025
SUBJECT:	Fourth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community
RESPONSIBLE:	Jeremy Cook
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Affordable Housing

SUMMARY

The amendment includes changes to the affordable housing requirements for the Upper Jordanelle Ridge master planned area.

RECOMMENDATION

Staff recommends approval of the amendment.

BACKGROUND

DISCUSSION

In 2020, the City entered into the Development Agreement for the Upper Jordanelle Ridge Master Planned Community. In accordance with Section 3.6 of the Development Agreement, the developer is required to construct 144 affordable housing units for each 1,442 market rate units constructed in the development. The affordable housing is required to comply with the City's Moderate Income Housing Ordinance and Plan, which is contained within Section 18.102 of the City Code.

According to the City Code requirement, affordable housing means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income of the metropolitan statistical area for households of the same size. Such housing cannot cost more than 30% of a household's income. Therefore, the developer would be required to construct affordable housing at 80% AMI.

Based on significant changes in market conditions since 2020, staff and the developer do not believe

that the current agreement provides the best use of funds for affordable housing. Primarily, staff believes that it will be far more beneficial to have affordable housing units that will be offered at a lower AMI. In addition, staff believes that the \$7,000,000 alternative housing fee to be paid to the City by the developer will provide numerous options for the City to create perpetual affordable housing programs and to foster economic development.

FISCAL IMPACT

\$7,000,000

CONCLUSION

The proposed changes will result in a much better affordable housing product within the development, provide clarity as to the size and type of affordable housing units, and provide funds that can be utilized by the City to ultimately provide better affordable housing options.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Planning

Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Deed Restrictions Jordanelle Ridge - 4922-9940-7955 - 1
2. Fourth Addendum Jordanelle Ridge MDA - Affordable Housing - Final for Packet - 4913-5249-2372 - 1

 75 N Main Street
Heber City, UT 84032

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

 heberut.gov

WHEN RECORDED, RETURN TO:

Wasatch County Housing Authority
175 N. Main Street, Suite 201
Heber City, Utah 84032

AFFORDABLE HOUSING UNIT RESTRICTIONS

THESE RESTRICTIONS CONCERNING AFFORDABLE HOUSING (hereinafter this “**Deed Restriction**”) govern the is made and entered into as of the date last signed below (the “**Effective Date**”) by Heber City, a municipality of the State of Utah (the “**City**”), Wasatch County Housing Authority (“**WCHA**”) and Jordanelle REF Acquisitions, LLC, a Utah limited liability company (“**Developer**”). City, WCHA and Developer may be referred to individually as a “party” or collectively as the “parties.”

Recitals

A. On or about June 24, 2020, Developer and City entered into that certain Development Agreement for the Upper Jordanelle Master Planned Community (the “**MDA**”), as amended, which, among other things, requires Developer to construct and maintain a certain amount of affordable housing units.

B. The Developer, as owner of the affordable housing units, is recording this Deed Restriction intending that Developer and subsequent owners of the units be bound by its terms, in perpetuity. Upon its recording in the public records of the Office of the Wasatch County Recorder, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the units by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Developer hereby submits the Unit to the following covenants and restrictions:

1. DEFINITIONS.

1.1 “**Applicant**” means one or more persons who are jointly applying for a Unit.

1.2 “**City**” means Heber City, a municipality of the State of Utah.

1.3 “**Disability**” means a physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.4 **“Domicile”** means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.5 **“First Mortgage”** means a Mortgage (as defined in Section 1.7) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein, and provided that the beneficiary of the First Mortgage does not have any affiliation or common ownership with the Developer or owner of the Unit.

1.6 **“Household”** means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.7 **“Income Qualified,”** means the Household of the renter earns not more than eighty percent (80%) of the Wasatch County Area Median Income (“AMI”) for the household size of the renter(s) as determined by the County with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by Wasatch County or Heber City.

1.8 **“Lessee-occupied”** means a Unit that is occupied by a lessee as the Lessee’s Primary Residence.

1.9 **“Mortgage”** means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.10 **“Notice”** means correspondence complying with the provisions of Section 13.1.

1.11 **“Primary Residence”** means the place where Domicile has been established.

1.12 **“Property Manager”** means the company or entity designed by the Unit Owner to qualify any and all renters, monitoring the use and ongoing qualification of the Qualified Renter, and other responsibilities and duties as set forth in this Deed Restriction.

1.13 **“Unit”** or “means the units within the Development designated as affordable housing units, which units are more particularly described on Exhibit B, attached hereto and incorporated herein. For purposes of this Deed Restriction, a studio shall be considered a household size of 1 person; a one-bedroom shall be considered a household size of 2 people; a two bedroom shall be considered a household size of 3 people; and a three bedroom shall be considered a household size of 4 people

1.14 **“Unit Owner”** means the transferee or transferees receiving title to, or a fee interest in, the Unit or Units and all subsequent person(s) vested with record title of the Unit according to the records of the Office of the Recorder of Wasatch County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

2.1 Lessee-occupied. Each AHU shall be Lessee-occupied by a Qualified Renter unless a Unit Owner receives the prior written consent of the WCHA, who, in its sole and absolute discretion, may grant an exception. Each Qualified Renter shall occupy his or her Unit as a Primary Residence.

2.2. Unauthorized Rental or Owner-Occupied. Any rental of a Unit in violation of this Deed Restriction shall constitute a default under the terms of this Deed Restriction. If the WCHA determines that the Unit is being rented in violation of this Deed Restriction, or used as a owner-occupied unit, then the WCHA may send Notice to the Unit Owner and the tenants indicating that the tenants' and/or Unit Owner's rights, that the Unit Owner or authorized tenant are in violation of this Agreement and WCHA may exercise all legal remedies available to it, including the filing of a lawsuit.

3. RENTING THE UNIT.

3.1 Rental Amount. Each AHU shall cost no more than thirty percent (30%) of Household income based on sixty percent (60%) of the Wasatch County Area Median Income (“AMI”) for the number of persons occupying the Unit (i.e. the household size), minus the average monthly cost for standard utilities and services if not included in the rental amount (i.e. gas, electric, water, sewer, garbage, internet). Accordingly, when Developer or subsequent owner of the Units rents the AHU, such monthly rent will be calculated by determining sixty percent (60%) of the Median Family Income in Wasatch County, Utah, as published by the Department of Housing and Urban Development (“HUD”) for the household size, multiplied by 30%, and divided by 12 (the number of months per year), minus the cost of standard utilities and services. By way of example, the area median income for a Wasatch County household size of four as published by HUD in 2024 equaled \$127,300.00. Thus, the monthly rent for the three-bedroom AHU (which is designated as a household size of 4 pursuant to paragraph 1.13) would be no more than: (.6 x \$127,300 x .3) / 12 = \$1,909.50 minus the cost of standard utilities and services. The area median income for a Wasatch County household size of 1 in 2024 equals \$89,100.00. Thus, the monthly rent for a studio AHU (which is designated as a household size of 1 pursuant to paragraph 1.13) would be no more than: (.6 x \$89,100 x .3) / 12 = \$1,336.50 minus the cost of standard utilities and services.

3.2 Waiting Lists. Each time an AHU becomes available, the Unit Owner shall take all of the following steps *prior to* renting any unit: (i) consult its own waiting list, if any; (ii) contact the WCHA and verify if WCHA has any qualified applicants on its waiting list; and (iii) contact Mountainlands Community Housing Trust and verify if Mountainlands Community Housing Trust has any qualified applicants on its waiting list (collectively, the “**Waiting Lists**”). The qualified renter priority in Section 3.3 shall be based on all potential renters on the Waiting Lists.

3.3. Renter Priority. Priority for each rental shall be based on the following:

- a. First priority shall be given to Income Qualified applicant(s) if one or more of the applicants is an employee of Heber City, Wasatch County or Wasatch School District.
- b. Second priority shall be given to Income Qualified applicant(s) if one or more of the applicants is currently employed full time in Wasatch County. “Full time” is defined as working for a business or businesses a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the prospective renter must be registered as a business entity in the State of Utah, have a current business license in Wasatch County in which it is located, and provide substantial goods and/or services within Wasatch County. Employed full time also includes a prospective renter who is retired and was a full-time employee of a business located within Wasatch County for at least two continuous years immediately preceding his or her retirement, or an applicant who is unable to work due to a Disability.
- c. Third priority shall be given to Income Qualified applicant(s) who if one or more of the applicants has demonstrably resided in Wasatch County for a minimum of 365 continuous days prior to the date of application.
- d. Fourth, if an AHU becomes available and there are no person(s) who qualify at the eighty percent (80%) AMI threshold, Unit Owner shall proceed as follows: (i) after waiting for thirty (30) calendar days after initially offering a AHU at an Income Qualification of not more than 80% AMI, if there are no qualified applicants, Unit Owner may increase the Income Qualification to 100% AMI, giving priority to the applicants in the same priority as 3.3.a through 3.3.c. above; (ii) after 30 calendar days after offering the AHU at 100% AMI, if there are no qualified applicants, Unit Owner may increase the Income Qualification to 120% AMI, giving priority to the applicants in the same priority as 3.3.a through 3.3.c. above.
- e. If Unit Owner has taken all steps as set forth in subsections 3.3.a. through 3.3.d., Unit Owner may, but is not obligated to, rent the Unit to a market rate renter (“MRR”), beginning first with those individuals working in Wasatch County, then those residing in Wasatch County for at least 365 continuous days, and then to those working in other jurisdictions. No MRR lease shall be for a period longer than twelve (12) months and shall not contain an option to extend.

3.4. AHU Configurations. To the extent multiple AHUs are available at one time, and multiple Qualified Applicants exist at that same time, Unit Owner shall use best and reasonable judgment in placing the Qualified Applicants in AHUs according to their family size and respective needs. For example, a family of four might obtain the 3-bedroom AHU, and a single individual or couple might obtain a studio or 1-bedroom AHU. However, under no circumstances shall a AHU exceed the following occupancy maximums (i) a studio AHU be rented to or occupied by more than two (2) individuals; (ii) a 1 bedroom unit to more than three (3) individuals; (iii) a 2

bedroom to more than five (5) individuals; and a 3 bedroom to more than seven (7) individuals. In no event shall any Unit be occupied by more than three (3) adults.

4. PROPERTY MANAGER; QUALIFICATION

4.1 Responsibility and Qualifications. The Unit Owner shall be responsible for all duties and responsibilities set forth in this Deed Restriction not specifically assigned to or reserved by the City or WCHA. The Unit Owner may, from time to time, designate a Property Manager to carry out its duties and responsibilities as set forth herein, but shall, at all times, remain fully responsible for the duties, obligations and responsibilities set forth herein. The Unit Owner shall at all times be responsible for (a) the qualification of the renters pursuant to the terms set forth in this Deed Restriction the Affordable Housing Agreement, if any, Development Agreement, and local and national laws; (b) ongoing verification of all Qualified Renters; (c) providing an annual report to the WCHA as set forth below; and (d) any and all other duties, responsibilities, and obligations as set forth in this Deed Restriction, and the Affordable Housing Agreement, if any.

4.2 Annual Report. No earlier than December 10 but no later than December 31 of each calendar year, the Unit Owner, or its designated Property Manager, shall provide the WCHA with an annual report (“Annual Compliance Report”) demonstrating compliance, which shall reflect, at a minimum (a) a list of all Qualified Renters occupying the AHU, which shall include full name, age, unit number, income, number of occupants residing in AHU, beginning date of rental term, employer, employer address, employer contact information, payment history; amount of rent charged (b) a list of all individuals who applied for an AHU since the date of the last Annual Report; which shall include full name, age, income, employer; reason for denial; and (c) if requested, any other information requested by the WCHA, including, but not limited to all written and electronic documentation obtained or used by Unit Owner or Property Manager in determining approval or denial of a potential renter or a Qualified Renter and a copy of the written lease. WCHA reserves the right to request any and all other information necessary to demonstrate compliance, and the Unit Owner or Property Manager shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 8. In conjunction with the Annual Compliance Report, the WCHA may conduct a physical inspection of the Unit or AHU.

4.3 Audit. In addition to the Annual Compliance Report, the WCHA may, but is not obligated to request a report containing the information identified in Section 4.2 above regarding any specific Qualified Renter, individual AHU or AHUs upon providing Unit Owner or Property Manager with written notice at least fourteen (14) calendar days. In the event Unit Owner requires additional time, such additional time shall be not be unreasonably withheld by WCHA.

5. MAINTENANCE AND INSURANCE.

5.1 Minimum Maintenance Standards. The Unit shall at all times be maintained by Unit Owner or Property Manager in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit.

5.2 Insurance. To the extent such insurance is not provided by any Community Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. MORTGAGE PROTECTION.

6.1 Subordination to First Mortgage. Except as provided in this Article 6, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

6.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the WCHA per Section 14(b): (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

6.3 No Impact on Foreclosure Sale. The provisions of Section 6.2 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 6) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the WCHA shall have no rights greater than or different from others bidding for the Unit.

6.4 Deed Restriction Notification. Before the Unit Owner may sell the Unit or AHU to a third party, it must provide the third-party buyer with a copy of this Deed Restriction and notify the WCHA of its intent to sell at least thirty (30) calendar days prior to sale.

7. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

7.1 Fraud by Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of failing to rent the Unit in compliance with the provision of this Deed Restriction is subject to Heber City's code and a material and express breach of this Agreement.

8. DEFAULT AND REMEDIES.

8.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) rental to non-qualified individuals or renting the AHU without qualifying an individual; (c) using a Unit as an owner-occupied Primary Residence; (e) failure to submit the Annual Compliance Report; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit.

8.2 Monetary Penalties. Upon Notice from the WCHA to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) calendar days, the WCHA may assess monetary

penalties against the Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after providing Notice. Unless prior approval was by the WCHA board, rental of any Unit on a short-term/nightly basis or the use of a Unit or AHU as an owner-occupied residence shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the WCHA may charge the Unit Owner automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night. The WCHA maintains the right to place a lien on the Unit or AHU providing notification of any fees or fines due under this Deed Restriction. All monetary penalties shall increase at a rate of 5% per year from the date of this Agreement.

8.3 **WCHA Assumption of Duties.** In addition to any other remedy available under this Deed Restriction, if the Unit Owner, or its designated Property Manager, fails to cure a default, to the extent that a cure period is required, or otherwise defaults under this Deed Restriction, which does not require a cure period, the WCHA maintains the right, but not the obligation, to perform all obligations set forth in Section 4, including without exclusion, qualifying prospective renters and ensuring ongoing compliance with existing Qualified Renters (“Assumption of Duties”). In the event Unit Owner defaults and WCHA elects to exercise its right to the Assumption of Duties, it shall provide Unit Owner with written notice of same no less than (10) ten calendar days prior to assuming the duties. Unit Owner agrees and covenants to pay the WCHA on a monthly no less than ten percent (10%) of the gross amount of monthly rent as a fee for its Assumption of Duties, which shall be due and payable to the Wasatch County Housing Authority on a quarterly basis. If WCHA elects to exercise its right to the Assumption of Duties, Unit Owner forfeitures any future right to resume its duties as set forth in Section 4.

8.4 **Violation of Criminal Code.** In addition to the remedies contained herein, the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions relating to affordable housing fraud or penalties as found in the City’s code (as may be amended or replaced).

8.5 **Remedies Not Exclusive.** No remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

8.6 **Attorney Fees.** If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

9. ENFORCEMENT.

The WCHA shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest. However, WCHA may, in its absolute and sole discretion, contract with or designate any other entity or firm, including but not limited to Mountainlands Community Housing Trust (“MCHT”), to act on behalf of or as agent of the WCHA, in which event, Unit Owner shall treat MCHT, in all aspects under the terms of this Agreement, as if it were the WCHA.

10. TERM.

This Deed Restriction shall run in perpetuity unless terminated sooner by the mutual agreement of the Unit Owner and the WCHA (the “Term”).

11. CHOICE OF LAW.

This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

12. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

12.1 Recordation. Upon execution by the WCHA, this Deed Restriction shall be recorded and filed in the Official Records of Wasatch County, Utah.

12.2 Covenants Run with the Land. The Developer intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the City and the WCHA, shall encumber the Unit, and shall be binding upon the Developer and all subsequent Owners of the Unit.

13. ASSIGNMENT.

WCHA or City may assign to a third party its right to enforce the terms and conditions of these Deed Restrictions. WCHA or City shall provide notice of such assignment to Developer in writing prior to such assignment.

14. MISCELLANEOUS.

14.1 Notice.

a. Any and all notices or demands to the Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via

hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the Wasatch County tax records.

b. Any and all notices or demands to the WCHA shall be in writing and shall be served by (a) mail or commercial courier signed by someone authorized by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment by someone authorized by law to receive. Service shall be complete on the date the receipt is signed. Any notice or demand to the WCHA shall be addressed to:

Wasatch County Housing Authority
175 North Main Street, Suite 201
Heber City, Utah 84032

c. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the WCHA.

14.2 Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.3 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

14.4 Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the WCHA and the Unit Owner and recorded in the Official Records of Wasatch County, Utah.

14.5 Incorporation of Recitals. The recitals set forth at the beginning of this Amended Deed Restriction are incorporated herein by this reference.

IN WITNESS WHEREOF, the City, Developer, and WCHA has executed this Deed Restriction as of the Effective Date.

DEVELOPER:

JORDANELLE REF ACQUISITIONS, LLC

Print Name: _____

Title: _____

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say, that he/she/they/ is/are a Member(s) Manager(s) of Jordanelle REF Acquisitions, LLC, a Utah limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles/certificate of organization or its operating agreement, and that he acknowledged to me that he executed above document on behalf of Jordanelle REF Acquisitions, LLC.

Witness my hand and official seal.

Notary Public

WASATCH COUNTY HOUSING AUTHORITY:

By: Jeffrey Bradshaw, Executive Director

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20_____, personally appeared before me Jeffrey Bradshaw, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Executive Director of Wasatch County Housing Authority and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Jeffrey Bradshaw acknowledged to me that said Corporation executed the same.

Notary Public

HEBER CITY:

ATTEST:

Heber City Recorder

EXHIBIT A

Legal Description of Property

[LEGAL DESCRIPTION HERE]

EXHIBIT B

Description of Units

**FOURTH AMENDMENT TO
THE DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE
RIDGE MASTER PLANNED COMMUNITY**

THIS FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (“*Amendment*”) is made and entered into effective as of the 15th day of July, 2025, by and between HEBER CITY, a Utah municipal corporation (“*City*”) and JORDANELLE REF ACQUISITIONS, LLC (“*REF*”).

RECITALS:

A. The City and REF are parties to that certain Development Agreement for the Upper Jordanelle Master Planned Community (the “Development Agreement”), dated June 24, 2020.

B. REF is successor in interest to certain property that is subject to the DA and the developer of the project.

C. In accordance with Paragraph 3.6 of the DA, Developer is required to construct a certain amount of affordable housing for the project.

D. The Parties wish to amend the affordable housing requirement to better address the affordable housing needs of Wasatch County and to provide more flexibility to Heber City in the manner it utilized funds provided by the Developer.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

I. Section 3.6 of the Agreement is removed in its entirety and replaced with the following:

3.6. **Affordable Housing Requirements**. For each 10 market rate units that are constructed in the Project, REF shall be required to construct 1 affordable housing unit or provide to the City funds in lieu of affordable housing units as set forth below. Affordable housing shall not be counted against the Maximum Residential Units within the Project. Unless otherwise set forth herein, all affordable housing shall comply with Heber City Code Section 18.102.

3.6.1. **Alternative Housing Fee**. REF agrees to pay to City, and City agrees to accept from REF, \$35,000 each for 200 of the required affordable housing units, for a total amount of Seven Million Dollars (\$7,000,000) (the “Alternative Housing Fee”). REF agrees to pay \$2,200,000 of the Alternative Housing Fee on or before September 1, 2025; \$1,300,000 on or before December 31, 2026; \$1,750,000 on or before December 31, 2027; and \$1,750,000 on or before December 31, 2028. City may utilize the Alternative Housing Fee in any manner that the

City deems appropriate, including, but not limited to, investing in properties or other resources that may be utilized or sold in the future to generate income for affordable housing.

3.6.2 **Owner Occupied Affordable Housing.** REF agrees to construct or cause to be constructed at least 15 units of deed restricted owner occupied (for-sale) affordable housing within Village 2 of the Project that would meet the following criteria:

- a. The units shall be townhome or stacked flat condo unit dispersed within Project so that no more than two units are within the same building.
- b. Units must be an average of 1,600 square feet with a two-car garage or covered parking.
- c. Units shall include amenities similar to other units within the same building.
- d. Units shall be available first to City, county, special district and school district employees for an initial period of 6 months prior to offering the units to others, and any resale should be offered first to City, county and school district employees.
- e. The offer dates of units shall be staggered to avoid market saturation, but all the units shall be available on or before December 31, 2029.
- f. Units shall be available for sale to households with a gross household income equal to or less than 120% of the Area Median Income (“AMI”) for households of four, and monthly mortgage payments cannot be more than 30% of the household income divided by 12 months minus the cost of standard utilities, services, HOA fees, property taxes, and PID assessments.
- g. All units shall be subject to deed restrictions approved by Heber City with the deed restrictions to be managed by Wasatch County Housing Authority or such other party designated by Heber City or Wasatch County Housing Authority.

3.6.3 **For Rent Affordable Housing.** REF agrees to construct at least 100 units of for-rent affordable housing within Village 2 of the Project that meet the following criteria:

- a. Units must include a combination of studio, 1 bedroom, 2 bedroom and 3-bedroom units, with an average square footage of all the units of 1,000 square feet. For example, REF could construct 50 one-bedroom units that were 900 square feet and 50 three-bedroom units that were 1,100 square feet. Units shall include at least one covered or enclosed parking stall per unit, and the development must meet all City parking requirements. Any affordable units shall have the same features and amenities as non-deed restricted units within the same development area.
- b. Units must be made available first to City, county, special district and school district employees for both the initial rental and any subsequent rental.
- c. All the units shall be available on or before December 31, 2031, and Holding shall use reasonable efforts to stagger the availability of units.
- d. Units shall be available at an average monthly rent of 60% of AMI for Wasatch County. Units cannot cost more than 30% of a household's income divided by

twelve months and minus the cost of standard utilities, services, HOA fees, property taxes, and PID assessments.

- e. For purposes of this Agreement, a studio shall be considered a household size of 1 person; a one-bedroom shall be considered a household size of 2 people; a two bedroom shall be considered a household size of 3 people; and a three bedroom shall be considered a household size of 4 people
- f. City agrees that Developer may utilize up to 14.5 acres of land within the area of the Master Plan designated as Church, School, Civic for residential use, including the required for-rent affordable housing units.
- g. All units shall be subject to deed restrictions approved by Heber City with the deed restrictions to be managed by Wasatch County Housing Authority or such other party designated by Heber City. The deed restrictions shall be substantially the same as the Affordable Housing Unit Restrictions attached hereto as Exhibit 1.

3.6.4 Additional Affordable Units. If REF constructs more than 3,150 market rate units in the Project, and is therefore required to construct more than 115 units (this number results from subtracting the 200 Affordable Housing Fee units from ten percent of 3,150, which equals 115) of affordable housing based on the requirements of paragraph 1, the following shall apply to those additional units over 115:

- a. At least 20% shall be owner occupied in accordance with paragraph 2 above. City agrees that the Additional Affordable Units may be constructed on property that is not within the Project area provided the property is located within Heber City.
- b. At least 30% of the Additional Affordable Units shall for rent in accordance with paragraph 4 above. City agrees that the unit may be constructed on property that is not within the Project area if the property is in Heber City.
- c. The remaining Additional Affordable Units shall be equally divided between paragraphs 3 and 4, but Developer may pay a fee-in-lieu in the amount of \$40,000 per affordable housing unit adjusted for increase in the West Regional Consumer Price Index from the date of this addendum to the date the funds are paid to Heber City.
- d. All units must be completed within one year of occupancy of the market rate units for which the affordable housing units are required.

II.. Counterpart Signatures. This Amendment may be executed in counterparts, which, when complied together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.

III. Full Force and Effect. Except as expressly amended herein, the Development Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

HEBER CITY

ATTEST:

By: _____
Trina Cooke, City Recorder

By: _____
Heidi Franco, Mayor

JORDANELLE REF ACQUISITIONS, LLC

Signature

Print Name: _____

Title: _____