

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

September 16, 2025

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

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

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

1. 100 West Design Field Trip (Matt Brower, City Manager) - *60 min*
2. HL&P Utility Box Discussion (Jason Norlen) - *20 min*
3. Mill Road & 980 S Intersection Improvement Options (Russ Funk, City Engineer) - *20 min*

II. BREAK - 10 MIN

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

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

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Recognition of Trina Cooke, City Recorder, for Achievement of Master Municipal Clerk Designation
2. Mayor's Award Presented to Arborist Parker Sweat, Building Official Curt Davis, and Planning Manager Jamie Baron

V. CONFLICT OF INTEREST DISCLOSURE:

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

1. Ordinance 2025-25 Bush Annexation, located at approximately 3450 N Hwy 40 (Jamie Baron, Planning Manager)

VII. CONSENT AGENDA:

1. August 26, 2025, Special Meeting Primary Election Canvass Minutes (Trina Cooke, City Recorder)
2. Resolution 2025-14 Shift Differential for Hourly Administrative Staff (Cherie Ashe, Human Resources Manager)
3. Resolution 2025-15 Pay for Public Safety Personnel Designated to Work on-call (Cherie Ashe, Human Resources Manager)
4. Ordinance 2025-24 Updating Utility Applications to Remove Rental Accounts (Mindy Kohler, Treasurer)

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

IX. GENERAL BUSINESS ITEMS:

1. Utah Department of Transportation (UDOT) Environmental Impact Statement (EIS) Update for the Heber Valley Corridor (Craig Hancock) - *20 min*
2. Update Regarding Council 2025 Budget and Policy Priorities (Matt Brower, City Manager) - *15 min*

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

1. Mill Road & 980 S Intersection Improvement Options (Russ Funk, City Engineer) - *20 min*
2. Short-Term Rental Code Clarification (Tony Kohler, Community Development Director) - *20 min*
3. Jordanelle Ridge Open Space Easement (Jeremy Cook, City Attorney) - *20 min*
4. Heber Food Truck Court Development Agreement (Jacob Roberts, Planner) - *20 min*
5. Consolidated Fee Schedule Amendment to Update Cemetery Fee Schedule Columbarium Niche Pricing (Matt Brower, City Manager) - *15 min*

XI. COMMUNICATION:

XII. CLOSED MEETING: (As Needed)

XIII. ADJOURNMENT:

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

Posted on September 11, 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: 9/16/2025
SUBJECT: 100 West Design Field Trip
RESPONSIBLE: Matt Brower
DEPARTMENT: City Council
STRATEGIC RELEVANCE:

SUMMARY

The purpose of the 100 West field trip is to walk the blocks between 100 South and 300 South for the purpose of observing first-hand current conditions on the ground and to assess and discuss possible future roadway improvements.

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: City Council
Staff member: Matt Brower, City Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: HL&P Utility Box Discussion
RESPONSIBLE: Jason Norlen
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

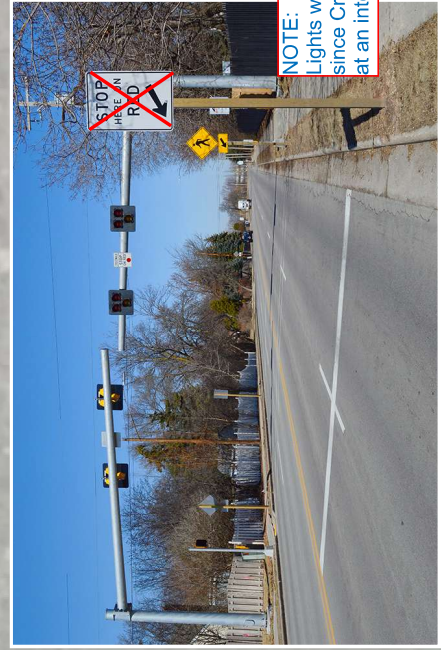
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

None

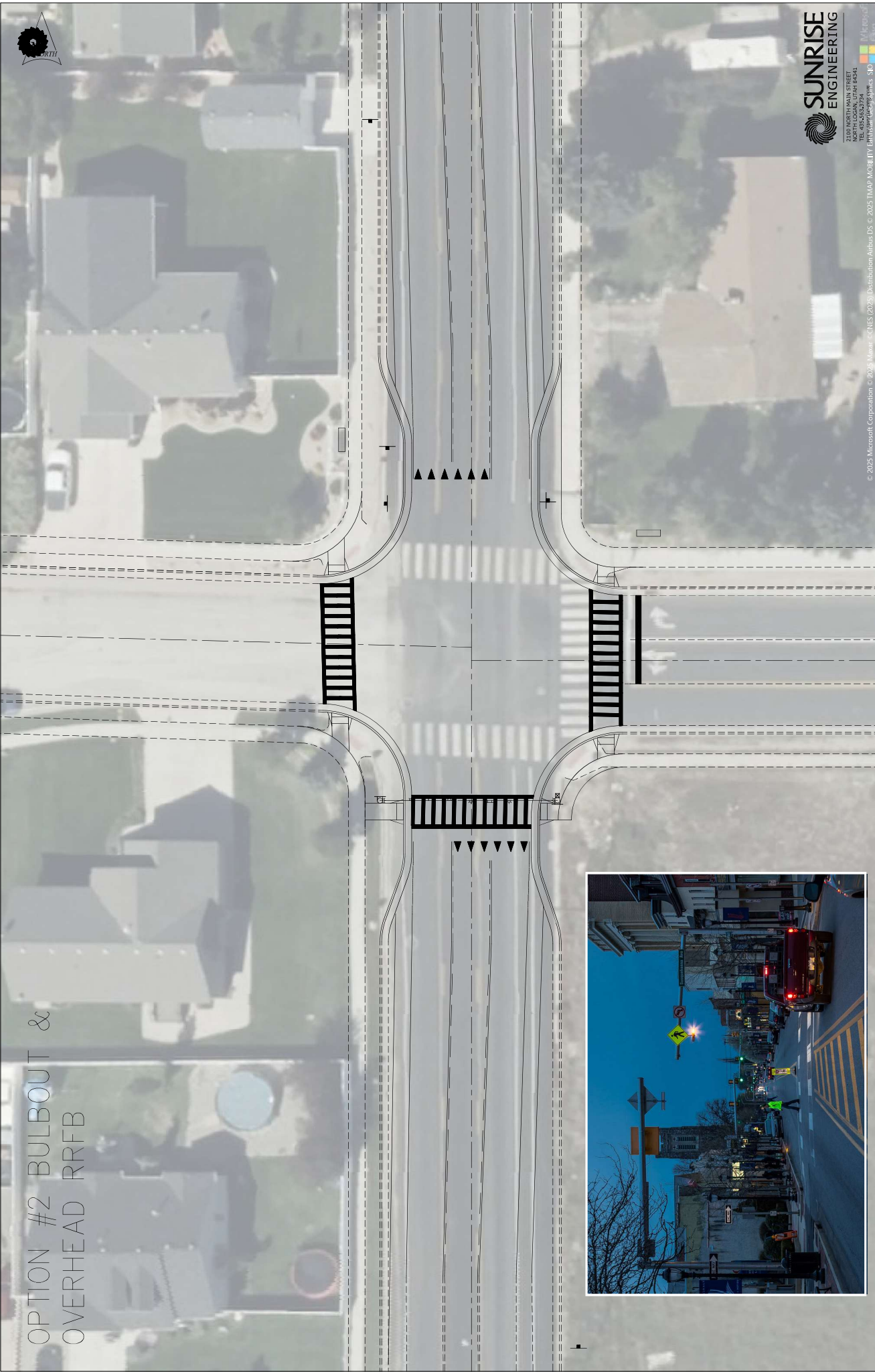


NOTE:
Lights will be yellow since Crossing it is at an intersection.

OPTION #2 BULBOUT & OVERHEAD RRFB

NORTH

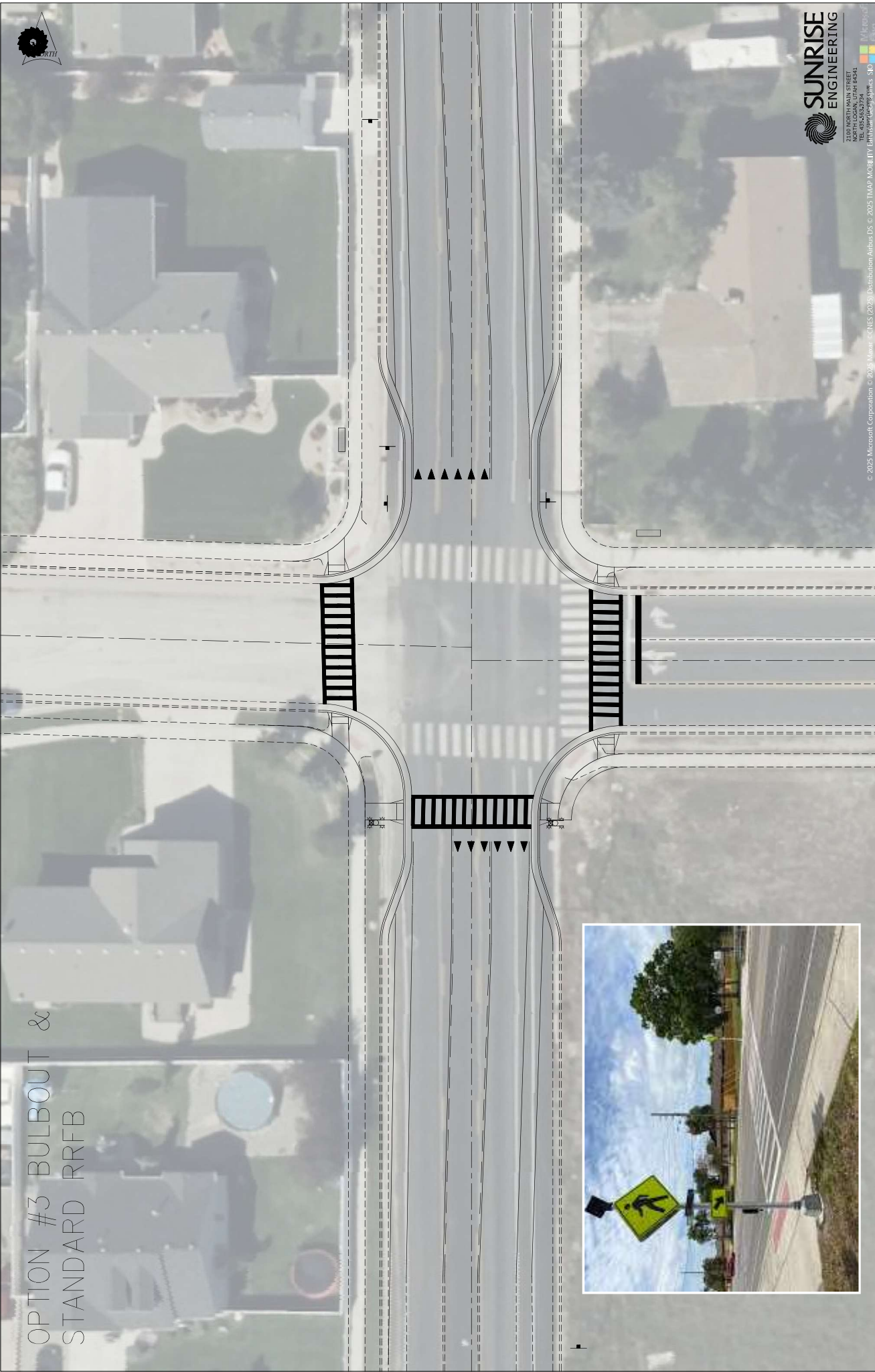
SUNRISE ENGINEERING
2100 NORTH MAIN STREET
SUITE 100
TOLSON, ALABAMA 36587
TEL: 205-555-5555
WWW.SUNRISEENGINEERING.COM



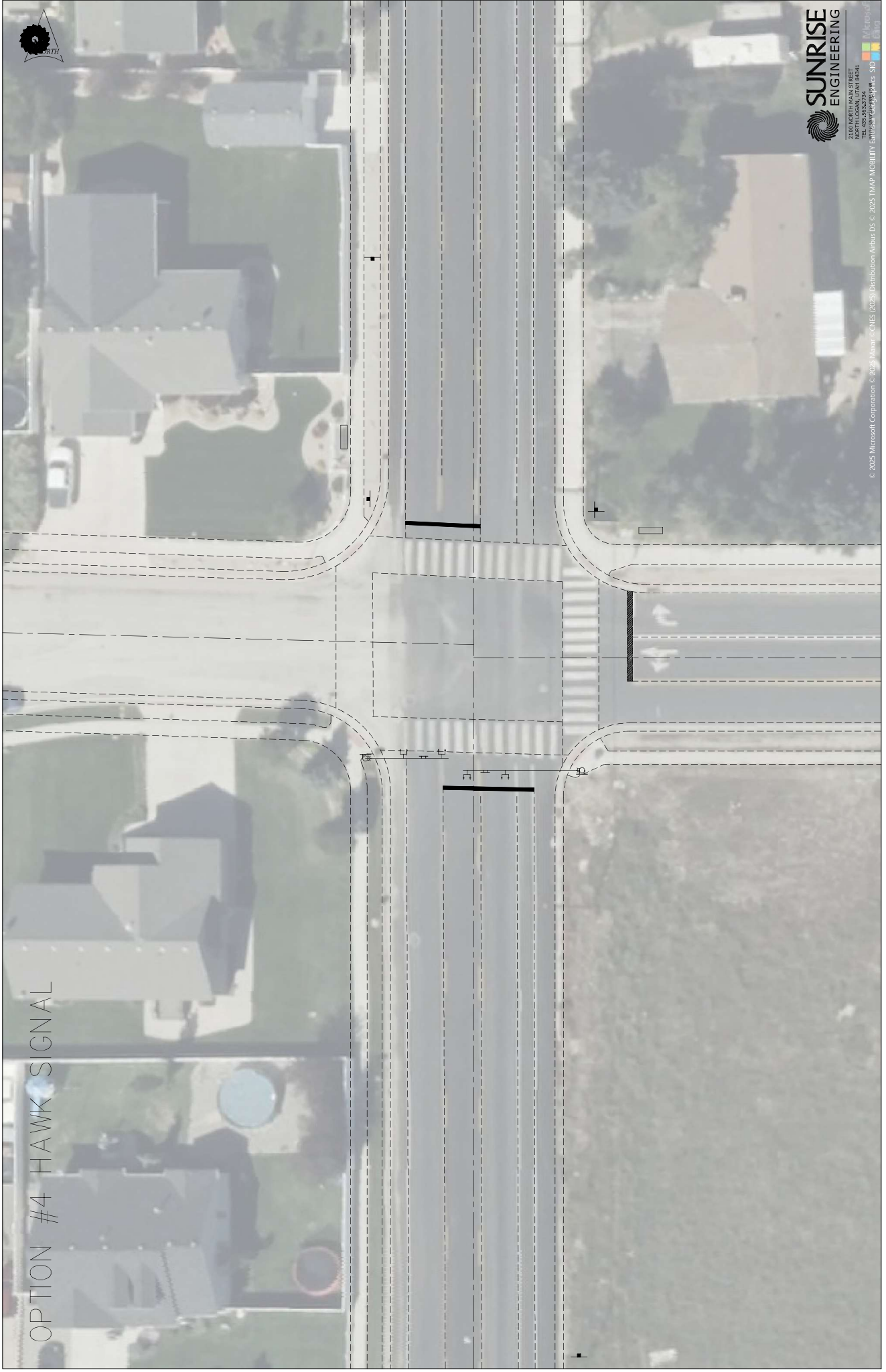
OPTION #3 BULBOUT & STANDARD RRFB

2100 NORTH MAIN STREET
 2100 NORTH MAIN STREET
 TEL: 405-555-7373
 © 2025 Microsoft Corporation © 2025 Mower ECNBS (2025) Distribution DS © 2025 THAP MOBILITY Engineering LLC

SUNRISE
 ENGINEERING



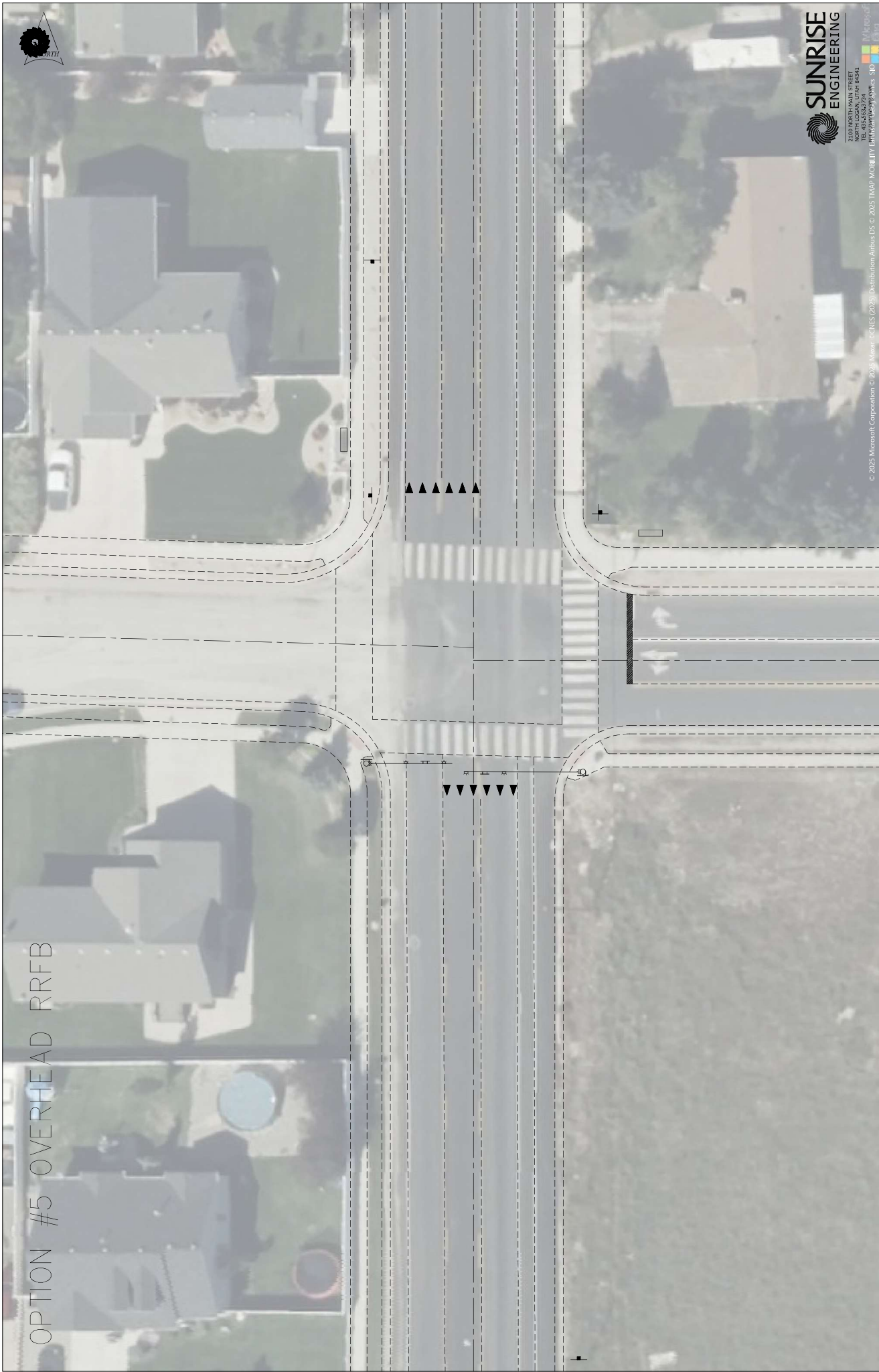
OPTION #4 HAWK SIGNAL



2100 NORTH MAIN STREET
TEL: 955-553-3734
© 2025 IMAAP MOBILITY ENGINEERING, INC.

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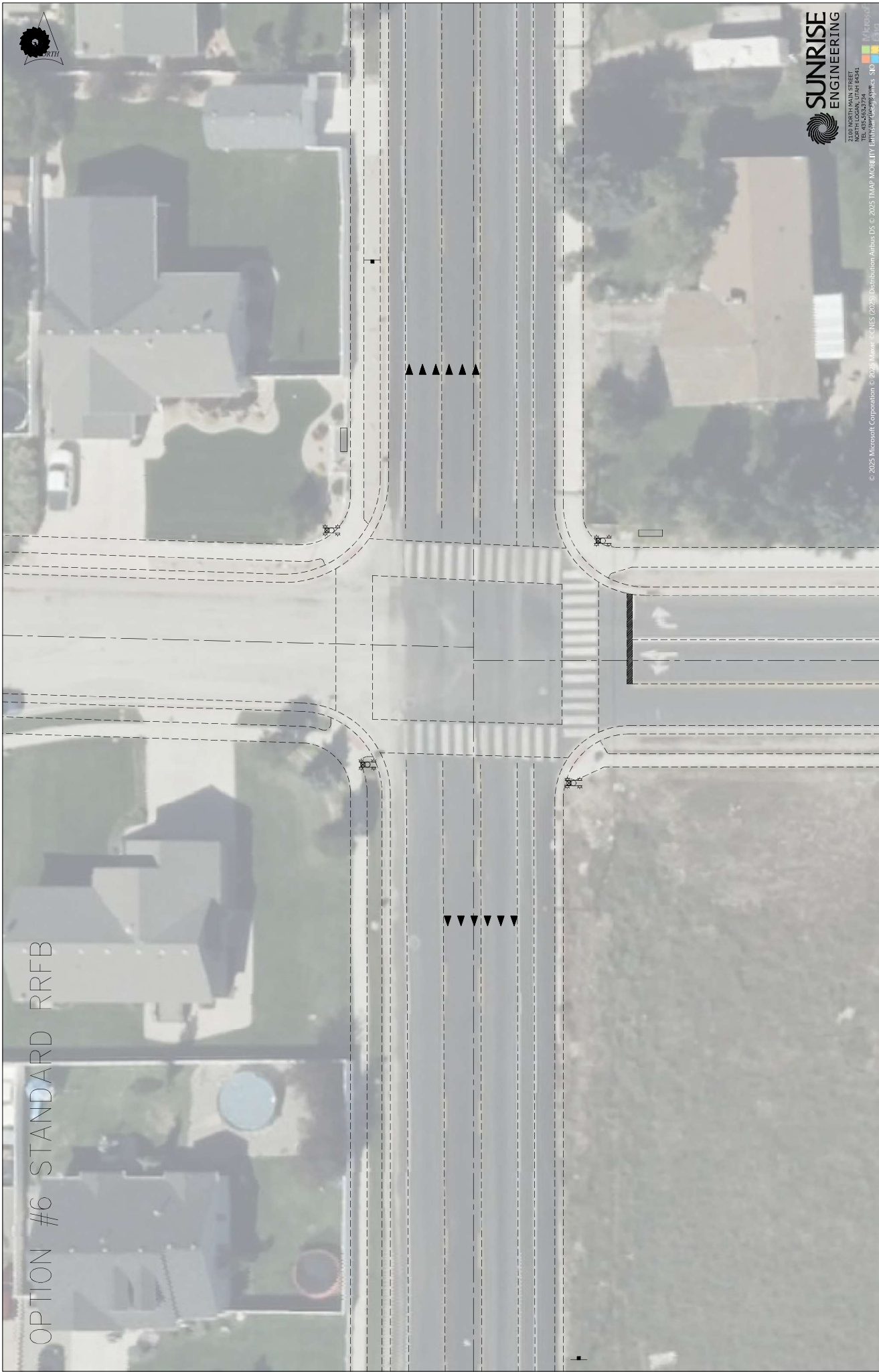
OPTION #5 OVERHEAD RRFB



SUNRISE
ENGINEERING
2100 NORTH MAIN STREET
SUITE 100
TEL: 952-553-3724
FAX: 952-553-3724

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OPTION #6 STANDARD RRFB



SUNRISE
ENGINEERING
2100 NORTH MAIN STREET
TEL: 955-553-3734
FAX: 955-553-3734

Option Cost Estimates

Bulb-outs	HAWK	Overhead RRFB	Standard RRFB	TOTAL	Final TOTALS
Yes	No	No	No	\$ 50,000.00	\$ 69,120.00
No	Yes	No	No	\$ 200,000.00	\$ 276,480.00
No	No	Yes	No	\$ 65,000.00	\$ 89,856.00
No	No	No	Yes	\$ 30,000.00	\$ 41,472.00
Yes	Yes	No	No	\$ 250,000.00	\$ 345,600.00
Yes	No	Yes	No	\$ 115,000.00	\$ 158,976.00
Yes	No	No	Yes	\$ 80,000.00	\$ 110,592.00

Option 4

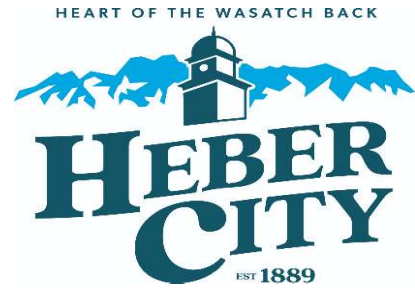
Option 5

Option 6

Option 1

Option 2

Option 3



HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: September 16, 2025

**SUBJECT: Mayor's Awards to Parks, & Planning Department and Building
Department Employees:**

Parker Sweat, Jaime Baron, and Curt Davis

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

NOMINATIONS:

**From Brandon Puett, Foreman for Parks, Cemetery, Trails & Open Space &
Matthew Kennard, Public Works Director:**

**We would like to recommend Parker Sweat, City Arborist, for the Mayor's
Award in recognition of his outstanding work on the landscaping of the
roundabout at 550 East and Heritage Farms Parkway.**

This project had been long overdue and at a standstill when Parker joined the team. With only a few notes outlining the overall vision, he quickly developed a thoughtful design that highlighted the artwork's visibility from every angle. His plant selections reflected both management's preferences and the site's unique conditions, with a particular emphasis on water conservation.

In addition, Parker created and implemented a water-wise irrigation plan by integrating the existing system on Heritage Farms Parkway. Remarkably, he accomplished all of this within a single week, without cutting corners. The quality of his work not only enhanced the aesthetics of the roundabout but also ensures it can be easily maintained well into the future.

For these reasons, we respectfully recommend Parker Sweat for the Mayor's Award. If you agree with this nomination, we would like to present Parker with this award at a City Council meeting, so that the rest of the community can join in recognizing a job well done.



From Tony Kohler, Community Development Director

Mayor:

I would like to **nominate Jamie Baron and Curt Davis for a Mayor's award for their work and dedication in getting the band shell completed.** Without their hard work, this project could not have been completed. They found a way through extreme budgetary constraints, contractor constraints, design constraints, grant constraints, time constraints and many diverse opinions from Council, Staff and the Public, to get the bandshell completed. They had to take time from their already full schedules, to find a way to meet more often with stakeholders, property owners, and the contractor. And, each of them also worked after hours, before hours and over weekends to help get this project done. This project also required Jamie to learn new skills, as he had never been a project manager.

Thanks!

Tony



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Ordinance 2025-25 Bush Annexation, located at approximately 3450 N Hwy 40
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of developing the property into a mixed use development, including 8 market rate units and 2 affordable units.

The policy questions are as follows:

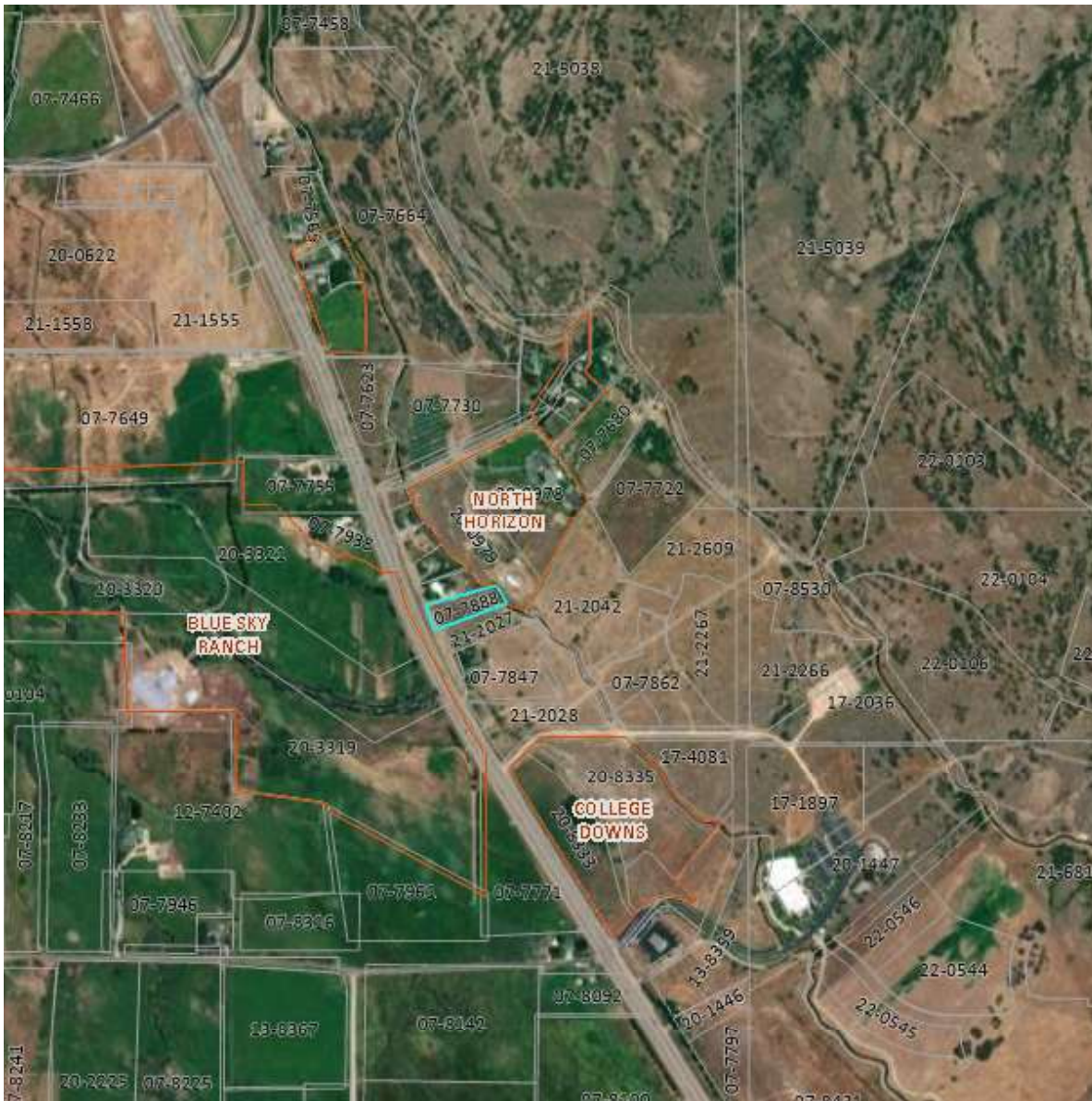
1. Should the City approve the Bush Annexation?
2. If so, what zoning should be applied to the property?

RECOMMENDATION

Planning Commission forwarded a positive recommendation. Staff is recommending the Council hold a public hearing, discuss the application, and continue the item with direction on the development agreement.

BACKGROUND

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of developing the property into a mixed use development. The property is currently vacant and bordered by the City on the East (Luekenga - North Village Annexation) and South (Finch Creek - North Village Annexation). In addition to the Bush property, the annexation contains a 0.376 acre parcel of private road right of way that is owned by Finch Creek Town Homes LLC.



Planning Commission held a public hearing on August 12, 2025 and forwarded a positive recommendation with the following findings and conditions:

Findings

1. The requested Annexation is within the Annexation Policy Plan.
2. The Annexation is consistent with the General Plan.
3. The Planning Commission forwarded a positive recommendation on 8/7/2025.

Conditions

1. Property to be Zoned as University Village.
2. All conditions of the City Engineer shall be met as outlined in the comment summary.
3. Affordable housing to be deed restricted.
4. All conditions of the Fire District shall be met.

DISCUSSION

Process

The process is as follows:

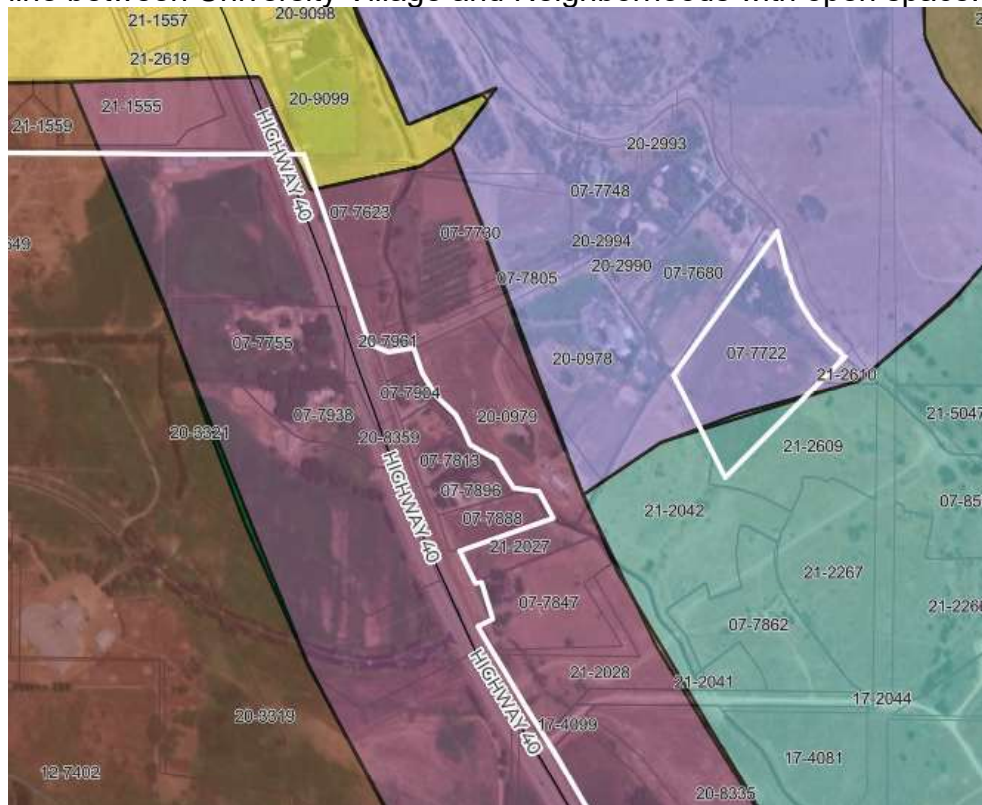
- 30 day certification process - **Complete**
- 30 day protest period - **Complete**
- Review and recommendation by Planning Commission - **Complete**
- Public hearing at City Council - **Current**
- Decision by City Council

Annexation Policy Plan

The property is within the Annexation Policy Plan.

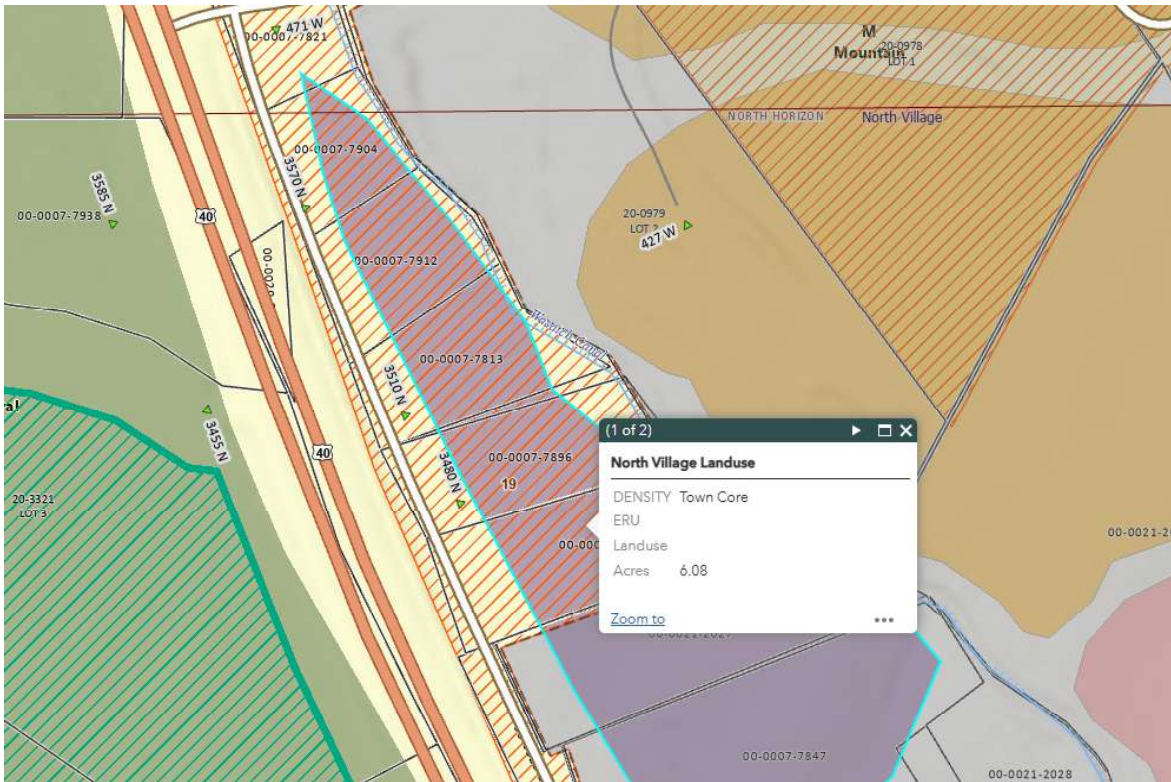
General Plan

The Envision Central Heber General Plan Identifies this area as scenic buffer, and on the dividing line between University Village and Neighborhoods with open space.

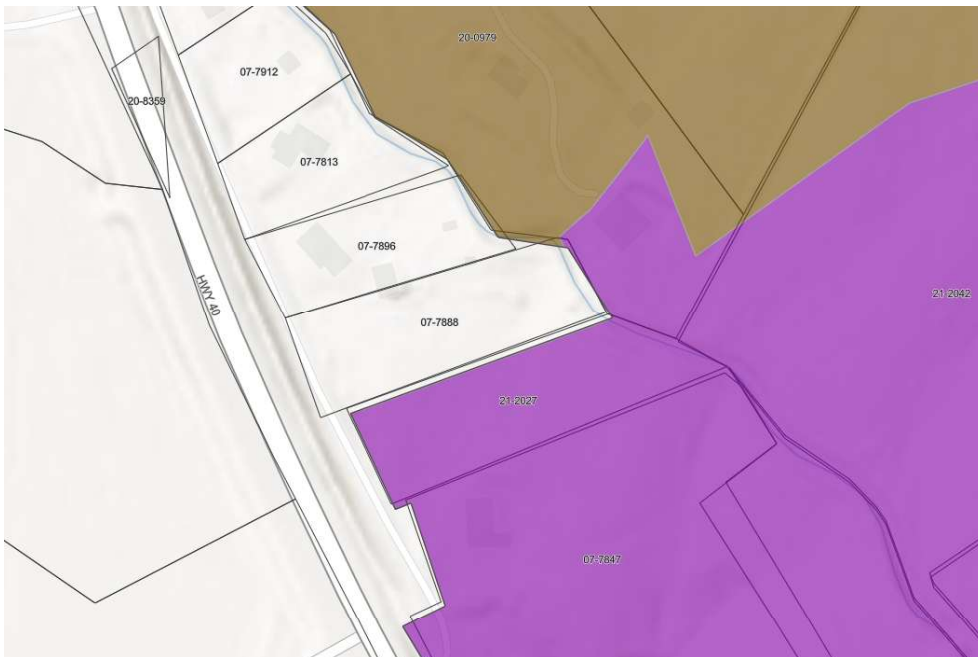


Zoning

The property is currently zoned as Town Core in Wasatch County. The Town Core allows for Commercial Uses and 6 ERU's per net acre.



The City's current zoning map shows this area as surrounded by University Village (UV) on each side, with a small connection to Neighborhoods with Open Space (NOS). The UV allows for 6 ERU's per gross acre base density. The NOS allows for 3.5 ERU's per gross acre, clustering required. Mr. Bush is requesting UV as this is closer to the density he is currently zoned in the County.



Proposed Plan

The proposed concept is construct 10 live work units (8 market rate and 2 affordable) under the 6 acres of density allowed by the UV. $6 \text{ ERUs} \times 1.341 \text{ acres} = 8 \text{ units}$, plus 2 additional units that will be deed restricted affordable units. The affordable units are considered a bonus density and do not count toward the base density so long as they meet the criteria for affordable housing.

County Issues

Following the Planning Commission recommendation, a neighbor to the property visited with staff and informed staff that there is currently a legal dispute with the Mr. Bush and Wasatch County that is in the Court system regarding the current state of the property and code violations. The property contains about 3 buildings and piles of stored building materials (wood, fencing, brick) on the property. The Council should discuss this issue and give direction to staff and the applicant as to how this issue should be or will be resolved if the property is annexed into the City.

FISCAL IMPACT

N/A

CONCLUSION

Gary Bush is seeking to annex 1.863 acres of land located at approximately 3450 N US 40 for the purpose of developing the property into a mixed use development, consisting of 8 market rate live work units and 2 affordable live work units. The Planning Commission forward a positive recommendation. Staff is recommending the Council hold a public hearing and provide direction on the development agreement.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Continue - Staff Recommended Option

I move to **continue** the Bush Annexation, with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

ACCOUNTABILITY

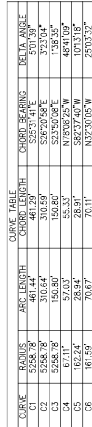
Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. BUSH ANNEXATION PLAT
2. Site Plan
3. Live Work Townhomes Elevations
4. Enterprises West LLC Annexation Impact Report 10-30-2024
5. BUSH ANNEXATION response to Comments 7-17-2025

6. Bush Annexation Comment Summary
7. Enterprise West DA - 4918-7133-3735 - 1

A map of the North Plaza Innovation Area. The area is bounded by University Ave to the north, 19th Av to the east, and 17th Av to the south. A shaded rectangular area is located on the west side of University Ave, between 17th Av and 19th Av. The map is labeled 'NORTH PLAZA INNOVATION AREA' at the top, 'UNIVERSITY AVE' on the right, '19th AV' at the bottom right, 'POTTERS LANE' at the bottom, and '17th AV' on the left.



LEGEND

————	PROPERTY BOUNDARY
-----	ADJACENT BOUNDARY
~~~~~	NEIGHBORHOOD CITY BOUNDARY
~~~~~	WASHCO COUNTY BOUNDARY (SEE MAP)
-----	ROADWAY CENTERLINE
-----	ROADWAY RIGHT-OF-WAY

BUSH ANNEXATION
HEBER CITY, UTAH

LOCATED IN THE NORTHEAST 1/4
OF SECTION 19, TOWNSHIP 3
SOUTH, RANGE 5 EAST, SLB&M
WASATCH COUNTY, UTAH

DRAWN BY:	MPJ
REVIEWED BY:	BMB
ISSUE DATE	07/17/2025



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ATWELL GROUP**

SURVEYOR'S CERTIFICATE

1. BECAUSE CANYON WAS LOCATED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REG. NO. 220427-2007) AND BECAUSE THE PLAT WAS PREPARED BY A PROFESSIONAL LAND SURVEYOR AND BECAUSE THE PLAT IS CORRECT, THIS PLAT SHALL BE CONSIDERED CORRECT AND VALID.

2. THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BOGGS, CANYON. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH UTAH LAWS, RULES, AND STANDARDS.

3. THE LAND SHOWN ON THIS WITHIN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE AND WASHINGTON COUNTIES, UTAH, AND THE SURVEY WAS COMPLETED DURING 2008.

4. THIS PLAT COMPLETES WITH ALL APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THIS SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH PLAT 27, CHAPTER 23, OF THE UTAH CODE.

5. THE INSTRUMENT SUGGESTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CORRECTED SHOWN, CORRECT POSITIONING INDICATED.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

BOUNDARY LEGAL DESCRIPTION

[illegible]

ANALYSIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 007°30' WEST 7488.50 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

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

CLERK - RECORDER
MAYOR

PI ANNING DIRECTOR APPROVAL

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

PLANNING DIRECTOR

WASATCH COUNTY SLIP/EVOP

APPROVED AS TO FORM THIS _____ DAY OF _____ 20____

ROS # _____

COUNTY CLERK

WASATCH COUNTY RECORDS

ENTRY # _____ DATE: _____ TIME: _____
FEE: _____ BOOK: _____ PAGE: _____ FOR: _____



N B S T

1/8"

S O U T H

1/8"



Enterprises West LLC Annexation Impact Report

10-30-2024

1. Introduction

This Annexation Impact Report is for the annexation of a total of 1.863 acres, consisting of (3) separate parcels. Enterprises West is the petitioner and the owner of parcel 07-7888 which consists of 1.341 acres. The proposed annexation lies within the Heber City annexation boundary and is part of the North Village Overlay Zone.

2. Growth

Heber City and the surrounding area are projected to grow. Heber City has expressed its intent to include the North Village area within the city boundaries by including this area in the Heber City annexation boundary. This intent has been further expressed by the creation of the North Village Overlay Zone. This area includes the Utah Valley University campus and is proximate to the intersection of River Road and Highway 40. The annexation of this property is expected to contribute to the vibrancy and unique quality intended for this area.

3. Annexation Impacts

A. Fiscal benefits to the city

The anticipated revenue and benefits from the annexation of this property include:

- Property tax;
- Sales tax;
- Utility hookup fees;
- Utility Franchise Fees;
- Impact fees;
- exaction or related fees based on rough proportionality to city and county costs;
- Intangible benefits that accomplish a stated goal of the General Plan or other City planning document.

B. Services to be provided by the city

The services expected to be provided by the city are as follows:

- Police and Animal Services;
- Justice Court;
- Parks and Cemetery;
- Community Development Services;
- Public Works

It is anticipated that the revenue generated from site permitting and building permit related fees will equal or exceed the costs of the Community Development Services

department in processing necessary development applications. It is also anticipated that property taxes, sales taxes, utility hookup and franchise fees, impact fees and revenue from other fees in the future will meet or exceed the cost of services provided by the city. Furthermore, it is anticipated that the development of this property will increase the value of the property as well as the value of surrounding properties and the North Village area in general.

BUSH ANNEXATION

7-17-2025

RESPONSE TO REVIEW COMMENTS:

1. The applicant understands all fire dept requirements for access and will comply with said requirements when development/construction occurs.
2. The unknown ownership of the south portion of the shared road has been resolved by Finch Creek with a Quiet Title action and recorded deeds.
3. The private shared road (aka shared driveway) was constructed in the 1990's when US Hwy 40 was widened and the homes lost their direct driveway access to the highway. Each lot along the highway owns the land up to the highway right-of-way, and there is a prescriptive easement for the shared road for those seven property owners.
4. UDOT has shown concept plans for expanding US Hwy 40 in this location and constructing a frontage road along the east side of the highway, which will cross these seven properties. It is expected that UDOT will acquire at least a 60-ft width, maybe wider, along this corridor and build a frontage road. It is anticipated that this frontage road would be a Heber City road and that the seven properties would all have driveway access (maybe shared?) to said frontage road.
5. Of the seven small parcels between Finch Creek and Moulton Lane, three of the parcels currently have homes. With the future frontage road that UDOT plans to build, and due to the location of the homes, it is likely that all these properties will be purchased by UDOT and that the homes will be demolished. The important question for Heber City is what type of redevelopment would be suitable along this future frontage road -- homes? retail? neighborhood services? The applicant, Gary Bush, is willing to wait for the construction of the new frontage road before developing his property, expecting that it could be ten years.
6. Regarding the survey comments from Engineering, there is no conflict with the subject property and the USA property of the canal. The subject property has been surveyed and there are no known overlaps or gaps with the deeds of adjoiners.

Bush Annexation Comment Summary

8/12/2025 Planning Commission

Engineering

Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are site and infrastructure concerns known at this time that need to be addressed: (Please note that the following list is not to be considered all inclusive and additional concerns may arise as design plans are submitted for review.)

1. Ownership and access rights of Private Road need to be understood. Can the additional residential units being proposed on the concept map access and use the Private Road? Private Road will need to be widened and constructed to meet fire access requirements and/or Heber City Standards if determined that a public road is required.
2. Applicant will need to work with adjoining property owners for access through the private road system currently being planned for what is currently called the Finch Creek development to the to the south and east of the subject annexation property.
3. Comply with any pioneering agreements in place for any infrastructure reimbursements that City is obligated to enforce and collect.
4. Any overlaps and gaps in deeds and/or occupation lines will need to be resolved.

When recorded return to:

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

Parcel No. 00-0007-7888

DEVELOPMENT AGREEMENT (Enterprise West Annexation)

THIS DEVELOPMENT AGREEMENT is entered into this 16th day of September, 2025, by and between **Heber City**, a Utah municipality (“City”), and **Enterprise West, LLC**, a Utah limited liability company (“Owner”). Owner and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of an approximately 1.34 acres of real property located at approximately 3450 N US 40 (the “Property”). An annexation plat including a legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Property is currently within unincorporated Wasatch County and mostly undeveloped property.

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

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

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

AGREEMENT

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

1. **Zoning.** Upon annexation into the City, the Property shall be zoned University Village (UV) and shall be used and developed consistent with the requirements of the UV Zone.
2. **Permitted Density.** Owner shall be entitled to develop up to eight (8) ERUs of market rate units and an accessory barn structure on the Property, and Owner shall be required to construct two (2) ERUs of affordable housing in accordance with paragraph 3 below. A concept site plan showing a potential layout of the Project is attached hereto as Exhibit B. Except for the vesting of density, all development on the Property shall comply with the requirements of Title 18 of the Heber City Code.
3. **Affordable Housing.**
 - a. **Requirements.** Owner shall provide not less than two (2) residential ERUs of Affordable Housing within the Project as a condition of the Project. Affordable Housing shall be sold or rented, as applicable, to individuals or families with an average income of Eighty percent (80%) or less of the area median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than Thirty percent (30%) of a household's income. Owner's failure to comply with the Affordable Housing obligation pursuant to the terms of this Agreement shall constitute a material breach of this Agreement, and the City may pursue all available remedies to enforce compliance, including but not limited to legal and equitable relief.
 - b. **Timing.** At least one of the required Affordable Housing units shall be completed no later than the construction of the first 50% of the Market Rate units, and both of the Affordable Housing units must be constructed no later than the construction of 75% of the Market Rate units.
4. **Vested Rights.** The Parties intend that this Agreement grants to Owner all rights to develop the Project in fulfillment of this Agreement, the City's current laws (the "Vested Laws"), and the zoning of the Property. The Parties specifically intend that this Agreement grant to Owner the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2025).
5. **Exceptions to Vested Rights.** The vested rights are subject to the following exceptions:
 - a. **Agreed to Regulations.** City's future laws or other regulations to which the Owner agrees in writing;
 - b. **State and Federal Compliance.** City's future laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;
 - c. **Development Review Processes.** Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact (i) the ability of Owner to develop the Project in accordance with this Agreement;

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

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

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

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

h. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2025) et seq.;

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

j. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2025).

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

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

6.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is

required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

6.3. Owner's Exclusive Remedy. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

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

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

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

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

10. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

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

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

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

The City:

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

Owner

Enterprise West, LLC
P.O. Box 113
Park City, UT 84060-0113

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

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

Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

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

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

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

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

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

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

subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Owner.

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

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

DATED this _____ day of _____, 2025.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2025.

Enterprise West, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

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

NOTARY PUBLIC

Exhibit A

Annexation Map with Legal

Exhibit B

Concept Site Plan

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 26, 2025**

DRAFT Minutes

**4:00 p.m. SPECIAL CITY COUNCIL MEETING
2025 PRIMARY MUNICIPAL ELECTION CANVASS**

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

City Council Present:

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

Staff Present:

City Manager Matt Brower
Assistant City Manager Mark Smedley
IT Director Anthon Beales
City Recorder Trina Cooke
Deputy City Recorder Robin Bond

Staff Participating Remotely: Finance Director Sara Jane Nagel.

Also Attending Remotely: (Names are shown as signed-in online) Albus Dumbledore, D, H, and Ken Davis.

1. Call to Order

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

II. 2025 PRIMARY MUNICIPAL ELECTION CANVASS

1. Certification of Election Report by the Municipal Legislative Body Acting as the Board of Canvassers (Trina Cooke, City Recorder)

City Recorder and Election Official for Heber City, Trina Cooke, presented the official Primary Election results as provided by the Wasatch County Clerk and Election Official Joey Granger, as included in the meeting documents. She explained CURE letters were sent to voters when a ballot failed the signature verification. The voter needed to provide proof of identity for their ballot to be counted.

Under-votes and over-votes were discussed. Mayoral candidates Heidi Franco and D. Scott Phillips would proceed to the General Election. Council Member candidates Yvonne Barney, Morgan Murdock, Nick Lopez, and Corey Noyes would also appear on the General Election ballot.

Motion: Council Member Phillips moved to certify the election results as presented in the Canvass Report.

Second: Council Member Ostergaard made the second.

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

Voting No: None.

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

III. ADJOURNMENT:

Motion: Council Member Ostergaard moved to adjourn.

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 meeting adjourned at 4:10 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 9/16/2025

SUBJECT: Resolution 2025-14 Shift Differential for Hourly Administrative Staff

RESPONSIBLE: Cherie Ashe

DEPARTMENT: Human Resources

STRATEGIC RELEVANCE: In an effort to create internal equity within Heber City departments and support employee work/life balance, nonexempt (hourly) administrative staff who are required to work during mandatory meetings and City functions outside of regular business hours shall be eligible for the existing shift differential rate of pay, currently exclusive to the Public Safety and Public Works departments.

SUMMARY

Expanding the current Shift Differential policy to include other departments outside Public Safety and Public Works, and acknowledging the less desirable shift by increasing the regular rate of pay during the meeting or event hours by 2.5%.

RECOMMENDATION

Expand the shift differential policy to include administrative staff required at mandatory meetings like City Council, and Boards & Commissions meetings, as well as any Leadership Retreats or events conducted outside of Monday through Thursday from 7:30 am to 6:00 pm.

BACKGROUND

The Shift Differential policy would include other mandatory employees who are nonexempt and required to attend. If approved, the employee would earn their hourly rate plus two and one-half (2.5) percent during the meeting/event time. Both departments of Public Safety and Public Works compensate their staff members who work Swing Shifts and Graveyard Shifts. These positions have typically been front-line Police and Utility Maintenance Operators, working during less desirable hours, aka, after regular business hours.

DISCUSSION

City Council meetings are biweekly, with a City Recorder or designee required to attend and participate. The Shift Differential would apply from 6:00 pm to the end of the meeting. Likewise, the Planning Commission and other commissions also require the presence of nonexempt administrative staff who would generate a higher rate of pay for the duration of the meeting.

FISCAL IMPACT

Primarily, nonexempt staff who are required to attend a meeting or event outside of regular office hours would receive their regular rate of pay plus 2.5% of that rate. This includes, but is not limited to, City Council meetings, Boards and Commissions meetings, and other mandatory events after 6:00 pm, before 7:30 am, as well as typical nonworking days, Friday, Saturday, and Sunday. For example, if Administrative Assistant A has a regular rate of pay of \$10 hourly, during the meeting or required function, their rate of pay would be \$10.25 to help offset some inconvenience and disruption to their life outside of work. The total budget impact for FY 26 would be roughly \$960.72, including biweekly City Council meetings, Airport Advisory Board, Planning Commission, and Retreats.

CONCLUSION

To support more employees who are required to attend functions outside of regular office hours and remain consistent with other departments, the expansion of the Shift Differential should be approved.

ALTERNATIVES

Alternatives: Continue the current practice of a regular rate of pay only, and if applicable, overtime after forty hours on weeks without holidays. On weeks with observed holidays, only hours worked are considered eligible for overtime.

POTENTIAL MOTIONS

Approve

ACCOUNTABILITY

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

EXHIBITS

1. 07.01.25 Admin Shift Differential
2. 2025-14 Resolution Admin Wage Differential



Policy Title: Shift Differential for City Council Meeting Attendance

Effective Date: Monday, July 21, 2025

Applies To: Nonexempt Administrative Employees

I. Purpose

This policy establishes compensation guidelines for nonexempt administrative employees, including the City Recorder, Deputy City Recorder, and their designees, who are required to attend City Council meetings outside of standard business hours. The intent is to acknowledge the additional time commitment required for attending these meetings and to ensure compliance with the Fair Labor Standards Act (FLSA).

II. Definitions

Regular Working Hours:

The City's standard administrative schedule is generally Monday through Thursday, 7:30 a.m. to 6:00 p.m., or as otherwise defined in the employee's work schedule.

City Council Meetings:

Officially scheduled meetings of the Heber City Council, including regular, special, emergency, or work meetings that occur outside of an employee's regular working hours.

Shift Differential:

A premium paid in addition to the employee's base hourly wage for hours worked attending a City Council meeting outside of regular working hours.

Overtime:

Hours worked by a nonexempt employee in excess of 40 hours in a designated workweek are to be compensated at 1.5 times the employee's regular rate, including shift differential earnings, as required by the Fair Labor Standards Act 'FLSA'. Heber City's work week for all staff is Monday through Sunday.

III. Policy Provisions

Eligibility

This policy applies to nonexempt administrative employees who are:

- Assigned or required by their department director to attend City Council meetings outside of their regularly scheduled work hours; and
- Actively participating in or providing support services (e.g., minute taking, technical assistance, records management, setup/cleanup) for the duration of the meeting.

Shift Differential Rate

Eligible employees shall receive a shift differential of 1.5 times their regular rate per hour for all hours worked at a City Council meeting that occurs outside of their regular work schedule. The 1.5 multiplier is the same as the current 'Graveyard' shift in Heber City's timekeeper and payroll system.



Overtime Compliance

If the total regular hours worked in the workweek, including meeting attendance, exceed 40 hours, the employee will be compensated at an overtime rate of 1.5 times their blended rate of pay, which includes shift differential earnings. Overtime must be approved in advance unless the meeting attendance is mandatory.

Timekeeping and Approval

- Employees must accurately record time worked before, during, and after City Council meetings in the City's timekeeping system.
- Supervisors must verify and approve all qualifying hours and ensure appropriate pay codes are used.
- The Finance Department will monitor compliance and apply appropriate overtime or differential calculations during payroll processing.

Exceptions

This policy does not apply to:

- Exempt employees under the FLSA, department heads, whose compensation presumably accounts for extended or flexible hours;
- Voluntary attendance at meetings not required by a supervisor;
- Remote observation of meetings without assigned duties.

Review & Modification

This policy will be reviewed periodically by Human Resources, the Personnel Committee, and the City Manager and may be amended to reflect operational needs, legal changes, or budget considerations.

RESOLUTION NO. 2025-14

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 supports expanding the shift differential rates for less desirable shifts and after-hours work for nonexempt Administrative Staff;

WHEREAS, the proposed changes expand the use of the Shift Differential to Administrative staff for required work outside of business hours;

WHEREAS, the City Council finds that the proposed changes to the Personnel Policy are beneficial to the administrative employees required to participate and support City business outside of regular business hours;

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City Council adopts the shift differential for administrative staff

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 September, 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)



Heber City Council Staff Report

MEETING DATE: 9/16/2025

SUBJECT: Resolution 2025-15 Pay for Public Safety Personnel Designated to Work on-call

RESPONSIBLE: Cherie Ashe

DEPARTMENT: Human Resources

STRATEGIC RELEVANCE: To remain transparent in internal practices and comply with the Fair Labor Standards Act (FLSA), On-Call pay shall be paid to Public Safety Police Officers required to be available, within proximity to a one-hour response time, and ready for duty, regardless of whether an actual 'call out' for an incident occurs. According to the Wage and Hour Division, if an employee is required to remain available and ready to respond to a potential call, regardless of whether they are actually called out, the time is compensable if there are constraints on the employee's freedom. On-call time and Waiting Time require compensation if Restrictions are in place on activities such as travel, attending events, and consuming alcohol. Required to stay within a short distance, limiting the officer's ability to use free time. Significantly disrupts personal time.
<https://www.dol.gov/whd>
[On-Call compensable time](#)

SUMMARY

Both Public Works responders and Public Safety Officers must designate individuals to be on-call in the event of an emergency. On-call pay is provided to Public Works responders but not to Public Safety Detectives unless actually called out. The rate is determined by the average hourly pay of the responders assigned to stay on-call for unexpected situations that need help. The wage account 105411 is the Police Salaries & Wages line of the budget. These on-call hours would be charged to this wage account. The average wage for a non-exempt Police Officer is \$41.49 hourly, multiplied by possible on-call hours: Example (Current Rates):

Supervisor: \$48.04
 Detective: \$41.59
 Detective: \$37.74
 Detective: \$41.59
 Detective: \$35.94

Average = $(48.04 + 41.59 + 37.74 + 41.59 + 35.94) \div 5 = \40.98

Weekly On-Call Stipend = $12 \times \$40.98 = \491.76 per week
Yearly Cost: \$25,571.52

We are in the 5th pay period of this budget year. That is a cost of \$4917.60 that would have already been paid out.

Total cost to the current budget as proposed is **\$20,653.92**

RECOMMENDATION

Expanding the on-call pay policy to include the designated Public Safety staff required to respond to an emergency is my recommendation.

BACKGROUND

Heber City Public Safety should compensate on-call staff who are required to respond within one hour, in accordance with the Public Works on-call policy. Currently, on-call Public Safety Officers do not receive compensation for their on-call status unless actually called out. Five detectives rotate the on-call shift on a weekly basis, and they are required to be ready and available to respond within one hour of being called. Historically, Heber City has compensated on-call Public Safety Officers at their regular rate of pay only if called out. The on-call waiting time may result in limited activities and restricted travel since they must be ready in the event of an emergency. It is recommended that Heber City extend the on-call policy to include both Public Safety Officers and Public Works responders, rather than limiting it exclusively to Public Works responders.

DISCUSSION

Heber City should offer on-call compensation to Public Safety staff in the same way it does for Public Works on-call employees.

FISCAL IMPACT

The pay rate for this calculation is based on each on-call individual's average hourly rate, determined annually for the on-call period.

CONCLUSION

To maintain consistency and accuracy, Heber City Public Safety shall adopt the Public Works on-call policy for staff designated to be on-call.

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. 2025-15 Resolution Public Safety On-Call Pay
2. On-Call Pay Policy Public Safety

RESOLUTION NO. 2025-14

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 supports expanding the On-Call rate of pay for Police Officers required to be on-call regardless of a callout;

WHEREAS, the proposed change expands the use of On-Call pay to include time restricting the Officer's ability to use time freely at their discretion;

WHEREAS, the City Council finds that the proposed expansion of On-Call pay to include Officers required to remain on call.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City Council adopts the On-Call pay rate for sworn officers.

This Resolution shall take effect and be in force beginning immediately after its adoption and publication.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this day of September, 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)

Section 13.18 – On-Call Policy: **Police** / Public Works / Animal Control

A. To ensure timely response to emergencies, law enforcement matters, and other unscheduled work, the **Police Department's Investigation Division**, the Public Works Department, and the Animal Control Department **shall** each designate an on-call **representative available** during non-working hours to provide necessary assistance.

B. The Public Works Director and the Chief of Police **shall** be responsible for scheduling **on-call coverage based on the operational needs of their respective departments**. The designated on-call employee **must** carry a city-issued cell phone **and be able to respond to an incident within one (1) hour**.

C. On-call compensation shall be **determined by the Chief of Police or the Public Works Director, subject to approval by the City Manager**. Compensation for weekend and holiday monitoring of the City's culinary water system is included in the weekly on-call pay rate.

D. If an **incident requires the presence** of more than one employee for health or safety reasons, **the on-call representative** is responsible for contacting additional **personnel as needed to resolve** the situation.

On-Call Pay – Investigations Division

Calculation of Pay

The Investigations Division On-Call weekly stipend will be based on the average hourly rate of the Detectives and Supervisor assigned to the on-call rotation for that year.

Formula:

Average Hourly Rate = (Sum of Detectives' and Supervisor's hourly rates) ÷ (Number of participants)

Weekly On-Call Stipend = 12 hours × Average Hourly Rate (rounded to the nearest cent)

Annual Adjustment

On-Call pay will be reviewed and recalculated once per fiscal year.

The new average will be determined using the current hourly rates in effect as of the first full pay period of the fiscal year.

The calculation will account for any step increases and cost-of-living adjustments (COLA) awarded to employees.

The recalculated rate will remain in effect until the next annual adjustment unless a classification change alters the on-call rotation structure.

Example (Current Rates):

Supervisor: \$48.04

Detective: \$41.59

Detective: \$37.74

Detective: \$41.59

Detective: \$35.94

Average = $(48.04 + 41.59 + 37.74 + 41.59 + 35.94) \div 5 = \40.98

Weekly On-Call Stipend = $12 \times \$40.98 = \491.76 per week

Yearly Cost: \$25,571.52

We are in the 5th pay period of this budget year. That is a cost of \$4917.60 that would have already been paid out.

Total cost to the current budget as proposed is \$20,653.92

During this current budget year (July 2025-26), Detectives have been called out eight times. Which equates to one call out per week.

Section 13.18 On-Call Policy-Public Works/Animal Control

A. In order to properly handle emergencies and other non-scheduled workloads, the Public Works Department and the Animal Control Department will be required to designate an on-call person who can be contacted during non-working hours to provide the necessary assistance.

B. The Public Works director and the Chief of Police will be responsible for scheduling this position on a weekly rotating basis for their individual departments .. This person will be required to carry a cell phone.

C. . The on-call person shall be compensated for a minimum of 2 hours of overtime. Compensation for the monitoring of the City culinary water system on weekends and holidays is included in the weekly on-call compensation amount.

D. If called out and the situation requires more than one person to be present for health and safety purposes, it is the responsibility of the on-call person to contact those individuals necessary to assist in correcting the situation.



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Ordinance 2025-24 Updating Utility Applications to Remove Rental Accounts
RESPONSIBLE: Mindy Kohler
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Finance/Billing

SUMMARY

Staff proposes an update to the City's utility application process by eliminating rental or tenant utility accounts and requiring all utility accounts to be held in the name of the property owner. This change is intended to reduce administrative burden, minimize unpaid account balances, and improve consistency in billing and collections.

RECOMMENDATION

Staff recommends adoption of Ordinance 2025-24, which updates the utility application process to require that all utility accounts remain in the property owner's name. This change will:

- Improve accountability for payment.
 - Reduce the number of delinquent and uncollectible balances.
 - Streamline City operations by minimizing disputes and administrative workload.
-

BACKGROUND

This item was presented at the September 2, 2025 Work Session. Council asked for it to be brought back as an action item to be voted on.

Historically, Heber City has allowed both property owners and renters to establish utility accounts. While this approach was intended to provide flexibility for tenants, it has resulted in significant administrative and financial challenges.

- **Unpaid Balances:** Over the last five years, rental utility accounts have accumulated approximately \$55,000 in unpaid balances, most of which remains uncollected.

- **Disputes:** Staff frequently encounter disputes between renters and property owners over responsibility for delinquent accounts, creating inefficiencies and customer dissatisfaction.
- **Operational Challenges:** On-call staff are often dispatched during evenings and weekends when new renters move in without accounts, causing unnecessary overtime costs and interruptions in service.

Neighboring Utah municipalities have addressed these issues by requiring utility accounts to remain in the name of the property owner, which ensures accountability and brings consistency to utility billing and collections. Ordinance 2025-24 seeks to bring Heber City in line with these best practices.

DISCUSSION

The proposed ordinance addresses several recurring issues:

- **Administrative Burden:** Renters frequently fail to close accounts when moving, leading to months of incorrect billing and subsequent disputes when charges are reassigned to property owners. At move-in, some renters fail to establish accounts altogether, resulting in service shutoffs.
- **Unpaid Balances:** Rental accounts are significantly more likely to result in unpaid debt, with limited options for recovery once a renter departs.
- **Operational Impacts:** The City expends additional staff resources—including after-hours dispatches—when tenants do not establish accounts correctly.

Implementation Process

To ensure a smooth transition, staff proposes the following phased implementation:

1. **Notification Period:** Provide written notice to all current rental account holders and property owners at least 90 days prior to enforcement.
2. **Account Conversion:** Work directly with property owners to transfer all existing rental accounts into their names before the effective date.
3. **Policy Update:** Revise utility application forms, website resources, and public information materials to reflect the new requirement.
4. **Full Enforcement:** After the 90-day notice period, all new utility service will only be initiated in the property owner's name.

FISCAL IMPACT

Over the last five years, the City has absorbed approximately \$55,000 in losses from unpaid rental accounts. Transitioning to owner-only accounts is expected to reduce these losses significantly by ensuring a responsible party remains tied to the property.

While there may be an initial increase in staff workload as accounts are converted, the long-term fiscal benefit will come from:

- Reduced delinquent and uncollectible balances.
- Lower overtime costs due to fewer after-hours service calls.
- Streamlined billing and collections.

Alternative approaches, such as requiring deposits from tenants or assigning unpaid balances to property owners, could help mitigate risk but would not be as effective as eliminating rental accounts entirely.

CONCLUSION

Eliminating rental utility accounts will reduce delinquent balances, minimize administrative disputes, and improve operational efficiency. Staff recommends approval of Ordinance 2025-24 to require all utility accounts to remain in the property owner's name.

ALTERNATIVES

If the City Council is not prepared to approve the full change, staff recommends considering the following alternatives:

1. **Owner Responsibility:** Hold property owners responsible for any unpaid rental accounts.
2. **Deposit Requirement:** Allow rental accounts but require a deposit equal to three months of average billing.

POTENTIAL MOTIONS

Approval: move to approve Ordinance 2025-24 updating the City's utility application process to remove rental accounts and require that all utility accounts be held in the name of the property owner.

Approval with Alternative: move to approve Ordinance 2025-24 with the modification that [insert chosen alternative: owner responsibility or deposit requirement].

Denial: "I move to deny Ordinance 2025-24."

Continuance: "I move to continue consideration of Ordinance 2025-24 to a future meeting to allow for further discussion."

ACCOUNTABILITY

Department: Administrative
Staff member: Mindy Kohler, Treasurer

EXHIBITS

1. Rental Accounts by City
2. Ordinance 2025-24 Tenant Utility Amendments - 4913-5999-3958 - 1

How other cities in Northern Utah handle utility accounts for rental properties.

City/Jurisdiction	Can Tenant Create an Account	Notes
JSSD/TCSSD	No	Account must stay in the owners name, renter can pay the bill. Owner is responsible for balance
Midway	No	Account must stay in the owners name. Owner is responsible for balance
Park City	Conditional	Owner must submit form. Owner is responsible for balance
American Fork	No	Account stays in owner's name
Orem	No	Account stays in owner's name
Vineyard	No	Account stays in owner's name
Pleasant Grove	No	Account stays in owner's name
Ogden	No	Account stays in owner's name
South Jordan	No	Owner holds account, renter may receive a copy
Spanish Fork	No	Account stays in owner's name
Sandy	No	Owner holds account, renter may receive a copy
Cedar Hills	Yes	Renters are allowed to hold account, landlord agreement from owner is required for each renter, owner is responsible for unpaid balance
Murray	Yes	Renters are allowed, must pay deposit equal to 3 months bills.
South Weber	No	Account stays in owner's name
North Ogden	No	Account stays in owner's name. Policy changed in 2016.

ORDINANCE NO. 2025-24

AN ORDINANCE OF HEBER CITY, UTAH, AMENDING THE UTILITY APPLICATION PROCESS TO REQUIRE THAT ALL UTILITY ACCOUNTS BE MAINTAINED IN THE NAME OF THE PROPERTY OWNER AND ELIMINATING RENTAL UTILITY ACCOUNTS

WHEREAS, Heber City (“the City”) has historically permitted both property owners and tenants to establish utility accounts; and

WHEREAS, the practice of allowing tenant accounts has resulted in administrative inefficiencies, billing disputes, and uncollectible delinquent balances, with approximately \$55,000 in unpaid rental account balances accrued over the past five years; and

WHEREAS, neighboring Utah municipalities have successfully improved accountability and collections by requiring that utility accounts remain in the name of the property owner; and

WHEREAS, the City Council finds that requiring utility accounts to remain in the property owner’s name is in the best interest of the City to reduce unpaid balances, improve operational efficiency, and ensure consistent billing practices.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Heber City that Chapter 13.28 of the Heber City Municipal Code is amended as set forth in Exhibit A.

This Ordinance shall take effect immediately upon passage. Any accounts that are currently in the name of a tenant must be converted to the property owner’s name no later than January 30, 2026. Any accounts remaining in a tenant’s name after December 30, 2026 will be terminated and city services will be shut off or discontinued.

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

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

APPROVED:

Mayor Heidi Franco

ATTEST:

Date: _____
RECORDER

EXHIBIT A

13.28 Application and Payment For ~~Services To Leased Rental~~ Property

13.28.005 Application for Service

13.28.010 Responsibility Of Owners

13.28.020 Failure To Pay -- Penalty

~~13.28.020 Notice Required For Termination Of Service~~

13.28.005 Application for Service

Application for water, pressured irrigation, sewer and garbage service for any rental property must be made by the owner of the property and accounts must be in the name of the owner of the property. Property owners may request that a tenant is listed on the account and receives a copy of the utility bill.

13.28.010 Responsibility Of Owners

Owners of any property house, tenement, apartment building, place, premises, lot or other rental unit, shall ~~hereafter~~ be required to pay fees for all water, sewer and garbage~~city~~ services furnished to such ~~house, tenement, apartment, building, place, premises, lot or other rental unit~~property.

13.28.020 Failure To Pay -- Penalty

~~In the event~~If any owner of any property of the premises mentioned in Section 13.28.010 of this Chapter fails to pay for the city~~water and sewer~~ services furnished to such premises, the same shall be turned off or discontinued, and the City shall not be required to turn the same on again until all arrears for ~~water and sewer~~ services furnished ~~are~~is paid in full, and any required turn on fees ~~are~~is also paid.

13.28.020 Notice Required For Termination Of Service

~~Prior to termination of water and sewer services to any premises for failure to pay for such service, notice of the intent to terminate service and of the available procedures for resolving billing disputes shall be mailed to the last known address of or delivered to the owner and the occupants of the affected premises.~~



Heber Valley Corridor ENVIRONMENTAL IMPACT STATEMENT

Heber City Council Meeting

September 16, 2025

Completed Activities

Local Government Coordination

- Provided updates in August
 - Update at the [Wasatch County Council](#) on Aug 13 (UDOT at 03:30)
 - Update at [Heber City Council](#) on Aug 19 (UDOT at 3:27:05)

Public Outreach

- Responded to property owner inquiries and met with owners as requested

Ongoing Activities

Public Outreach

- Coordinating with potentially impacted property owners, if requested

Detailed Alternatives Analysis

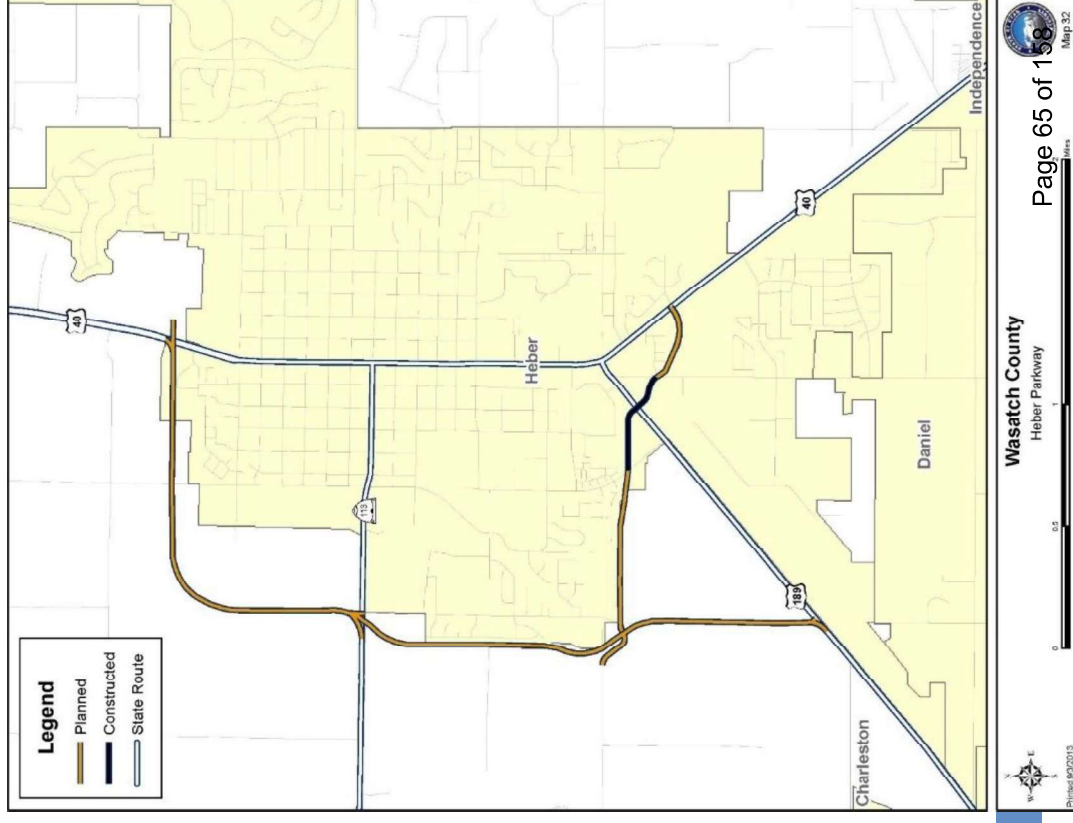
- Conducting field surveys in areas that haven't been surveyed previously
- Evaluating the project alternatives in depth, including benefits and impacts
- Identifying the preferred alternative

Local Government Coordination

- Meeting with Heber City and Wasatch County staff on a monthly basis
- Will meet with other local governments, if requested

1300 South Segment - History

- Essential connection
- Identified in multiple, previous studies and transportation plans
- Corridor for Right-of-way Preservation (2006–2007)
 - Heber City Resolution 2007-05 (June 21, 2007)
 - Wasatch County Resolution 06-04 (August 9, 2006)



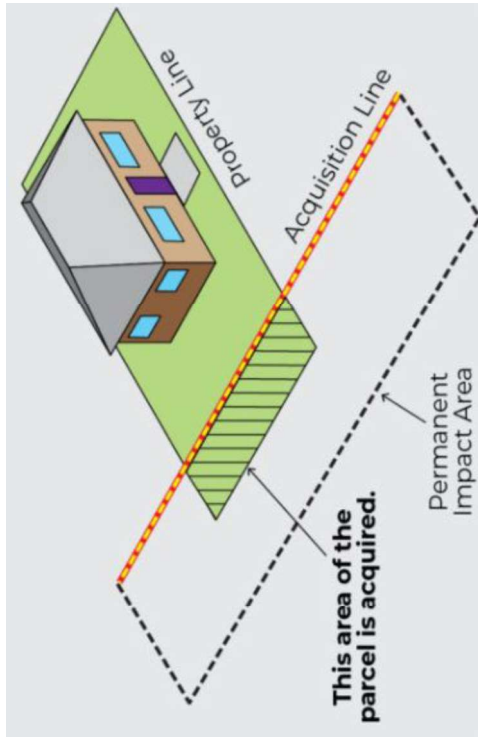
1300 South - Current Analysis

- Validated by travel demand modeling for this EIS
 - Necessary to meet the purpose and need, to improve regional and local mobility
 - 50% of traffic is local
 - 1300 South is an important connection for local traffic and access to commercial area
- Worked to minimize impacts
- Travel patterns will change
 - Some out of direction travel
 - Results in less traffic on local streets
 - Results in less traffic on Main Street



ROW Process

- Outline of timeline and process
 - Selected alternative in the Record of Decision (estimated as spring 2026)
 - Funding of a project (HVC is currently unfunded)
 - Final design (impacts could change)
 - ROW process initiates and property owners contacted directly by UDOT
 - Appraisal
 - Provide additional Information (if necessary)
 - Obtain a second appraisal (if requested)
 - Reject or accept the offer
- ROW agent will be present at the public hearing to answer questions



North Fields and Wetland Mitigation

- Either alternative requires wetland mitigation
- UDOT will prioritize wetland mitigation in the North Fields
- Wetland mitigation sites are protected in perpetuity
 - No development possible
 - Views, wetlands, habitat protected
 - These are not recreation features
- Local example:
 - Wetland mitigation site for Creamayre Creek near the Back 40 Grill
 - Established for the previous US-40 widening project



Project Phasing

- Project will likely be phased
- Phasing dependent on need and funding
- Phasing determined in final design
- There is currently no funding for final design and construction

SR-113 Intersection

- SR-113 and Southfield Road Intersection:
 - A signal at SR-113 and Southfield Road does not meet spacing requirements.
 - Left-hand turns may be restricted in the future and other accommodations could be made, such as allowing u-turns at the high school signal.
- Benefits:
 - Safety (no queuing issues between signals and corridor)
 - Improved mobility overall
 - Less traffic on Southfield Road
- Local governments could consider realigning Southfield Road to the high school intersection in the future.



What to Expect Next

Local Government Coordination

- Update at Wasatch County Council work session (Oct. 8, 4 p.m.)
- Update at Heber City Council General Session (Oct. 21, 6 p.m.)
- Updates to other local governments, if requested

Public Outreach

- Respond to property owner inquiries

Detailed Evaluation of Alternatives

- Evaluate benefits and impacts from alternatives
- Identify preferred alternative and publish Draft EIS (anticipated this fall)

Public Engagement

Draft EIS: What to Expect

- Two public meetings and minimum 45-day public comment period
 - Virtual meeting will include presentation and Q&A session
 - In-person public hearing: ask questions, view project materials, submit a public comment, or speak to a UDOT ROW agent
- Same project materials will be available at both meetings

What to expect next

Draft EIS: Notifications

(beginning at least two weeks ahead of meetings)

- ✓ Website
- ✓ Email
- ✓ Salt Lake Tribune, Deseret News
- ✓ Community newsletters
- ✓ Social media (Facebook Group)
- ✓ Social media ads
- ✓ Mailed postcards

Schedule



ONGOING STAKEHOLDER ENGAGEMENT

- | | | | | | |
|---|--|---|--|---|--|
| <ul style="list-style-type: none"> • Virtual public meeting • 30-day comment period | <ul style="list-style-type: none"> • File Notice of Intent to begin NEPA process • 45-day comment period | <ul style="list-style-type: none"> • Development alternative concepts • 30-day comment period (concepts) • 45-day comment period (screening) | <ul style="list-style-type: none"> • Revise and screen alternatives • Publish revised screening report with refined alternatives | <ul style="list-style-type: none"> • Public hearing • 45-day comment period • Preferred alternative identified | <ul style="list-style-type: none"> • Respond to comments • Revise EIS • Publish decision • Public engagement |
|---|--|---|--|---|--|

MONTHLY COORDINATION WITH LOCAL GOVERNMENT AND REGULAR STAKEHOLDER WORKING GROUP MEETINGS



Heber Valley Corridor ENVIRONMENTAL IMPACT STATEMENT

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being or have been carried-out by UDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated May 26, 2022, and executed by FHWA and UDOT.

Heber City Council
FY '25/'26 Policy & Budget Priorities
Established 1/18/25; Adopted 2/4/25
Report Updated: 9/16/25

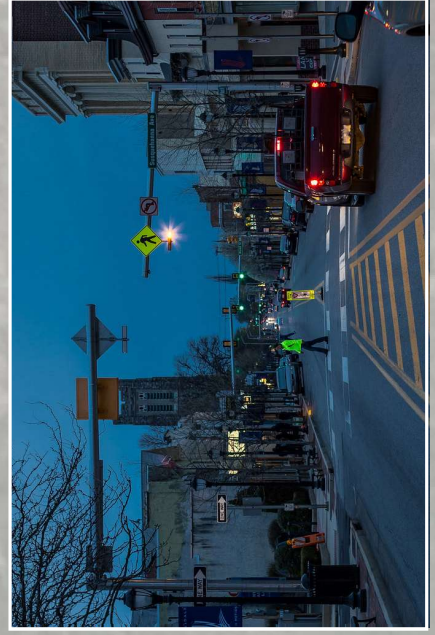
Policy/Budget Priorities					
Priorities	Description/Strategy	Operationalizing Strategy	Target	Responsible	Status
Leadership Role in 2034 Olympic Games Planning	Assume leadership role in planning and leveraging 2034 Olympic Games for the benefit of the community and to advance Council's priorities and economic opportunities for Heber City	Initial opportunities include 1) locating Soldier Hollow parking closer to downtown; 2) host a "live site" at Heber City Park during the Games; 3) advance Heber Valley Corridor design and construction; and 4) transform Hwy 40 through downtown into a walkable, pedestrian friendly atmosphere; 5) improved walkability from back of event center, over railroad tracks, to HVR. 6) Create Council committee to represent Heber and lead initiative.	Ongoing Q1	MB/CC	1) Ongoing 2) Ongoing 3) Draft expected around November '25 4) Underway: Main Street Transportation Safety Grant recently awarded; and recently passed city codes. 5) TBD 6) Need to form Council committee
Execution of Envision Central Heber Initiative	Begin taking assertive and strategic actions to realize Envision Central Heber vision	<u>Main Street District (MSD)</u> Trailhead Plaza (Main Street Park) 1. Evaluate public input prior to adopting Roger Brooks Plaza Design, Programming and Management Plan 2. Adopt, after final review, the Plaza Design, Programming and Management Plan 3. Complete Phase 1 of park improvements (Main Stage and 200 S.) 4. Commence subsequent phasing as resources permit.	Plaza 1. Q1 '25 2. Q2 '25 3. Q2 '25 4. Ongoing	Plaza MB/CC/RB/ TK	Trailhead Plaza 1) Completed 2) Plan Accepted in Spring '25 3) Completed 4) Underway: RFQ let in August '25
		Parking 1. Finalize policy and begin executing strategy for increasing parking opportunities in downtown area 2. Utilize Roger Brooks recommendations to draft policy supporting increasing parking strategies. 3. Leverage shared parking agreements in downtown area to increase parking opportunities.	Parking 1. Q2 '25 2. Q2 '25 3. Q2 '25	Parking MB/CC/TK	Parking 1) Underway 2) Underway 3) Underway-currently negotiating 2 shared parking agreements; others being assessed.
		C-Street Pedestrian Alley 1. Implement formalizing initial path for C Street between 200 S. and Center Street. 2. Adopt policy to require redevelopment to recognize "final" C-street pedestrian avenue. 3. Begin working with UDOT for pedestrian crossing concepts on Midway Lane between Hwy 40 and 100 W.	C-Street 1. Q2 '25 2. Q2 '25 3. Ongoing	C-Street TK/RF	C-Street Pedestrian Alley 1) Underway 2) Underway-CC direction received on 9/2/25 3) Ongoing
		Zoning/Land Use 1. Complete overlay zone and supportive changes for Central Heber Overlay Zone (CHOZ)	Zoning 1. Q2 '25	Zoning TK/CC	Zoning 1) Completed 9/2/25

Policy/Budget Priorities							
Priorities	Description/Strategy	Operationalizing Strategy	Target	Responsible	Status		
		Infrastructure 1. Complete design for 100 W. for blocks between 500 N. and 600 S. Construction priority would focus on blocks between 100 N and 300 S. 2. Develop strategy to bury power lines 3. Mainstreet Enhancements: develop concept plan for Main Street enhancements. Transitioning to shovel ready plans to present to UDOT/Legislature for funding. Funding 1. Evaluate changes to CRA boundary area. 2. Evaluate and seek grant opportunities. Property Acquisition 1. Acquire strategic properties, through purchase, to advance Central Heber Vision. Priority property purchases include County fire station property; HL&P administration building property; and County administration building property. Branding & Promotion 1. Finalize branding for C-Street and park. 2. Develop and implement promotion plan for downtown Park Programming 1. Execute MOU with CAMS for park programming <u>Arts & Recreation District (ARD)</u> 1. Continue focused discussion with stakeholders to realize vision for area. Initial plan presented on 1/20/24. <u>Central District (CD)</u> 1. Complete zoning changes in Central District. 2. Consider Roger Brooks recommendations for place making, including use design and chain stores.	Infrastructure 1.Q1 '26 2.Q2 '25 3.Q4 '25 Funding 1.Q1 '25 2.Ongoing Property Acquisition 1.HLP Q1 '25 2.County 2025 Branding 1.Q2. '25 2.Ongoing Programming Q2'25 Art & Rec. District 1.Ongoing Central District 1.TK/CC 2.TK/CC	Infrastructure RF/CC/MB Funding SN/MB/CC MS/NO Property MB/CC Branding RB/CC Programming MB Art & Rec. MB/CC Central TK/CC	Infrastructure 1)Underway 2)Ongoing 3)Awarded Federal \$120k grant for Main Streety Transportation Safety Study. Currently entering into grant agreement. Funding 1)Completed August '25 2)Ongoing Property Acquisition 1)HL&P and Wave properties acquired. Working with County to acquire County Fire Station property. Branding & Promotion 1)Expect to be finalized in fall '25 2)Underway: dedicated website underway and working with Dallin K. Park Programming 1)Underway for holiday '25 programming. Arts & Recreation District (ARD) 1)Ongoing Central District 1)Completed 9/2/25 2)Underway		
			1.Q1 '26 2.Ongoing	TB/MB TB/MB/CC	1)Estimated completion fall of '26. 2)Ongoing		
			Heber Valley Arts Center	Continue support for Arts Center	1-Ongoing 2-Ongoing	CC/MB/JC	1)Completed: Ground Lease & Parking Agreement adopted in Jan. '24. 2. Ongoing
			Infrastructure & Building Investments	Complete existing infrastructure projects: -Central Heber Water & Sewer Line Replacement Project	1.Q4 '25 2.Ongoing	RF/MB/CC/ CD/MR	1)Completed June '25 2)Underway—expected completion October '25.

Heber City Council
2025 Strategic Retreat Action Register

Execution Strategy						
Action Item	Description	CC	Target	Responsible	Status	
TAP Tax Promotion	Robustly promote TAP Tax and projects funded via the tax	All	Ongoing	RB/MS	Ongoing	
Traffic Enforcement	Enhance traffic enforcement tactics--300 E, 300 W, 500 E.	Barney	Q1	PS	Ongoing	
Council Chambers A/V	Resolve A/V issues in council chambers. Hide cords to facilitate more professional look	All	Q1	MS/AB	Completed	
Land Dedication	Evaluate how city might donate land to domestic violence center or work with other groups, such as high school group, Jordanelle Ridge, and others.	Franco	2025	MS	Ongoing	
Legal Communications	Review internal process for legal review of city contracts and communications with Council	Cheatwood	Q1 '25	JC	Ongoing	
N. Village Preservation Fee	1. Present to City Council alternatives for N. Village Preservation Fee 2. Adopt proclamation supporting efforts to keep N. Field as open space	Franco All	Q2 '25 Q1 '25	TK JC	1) TBD 2) Letters drafted and sent	
Water Losses	1. Find cause(s) of water loss. 2. Reduce water losses to acceptable standards	Franco	1. Q4 '25 2. Ongoing	RF/MK	1) Underway—locks placed on hydrants 2) Underway	
Staffing	1. Include funding for 2 Uniformed Officers in PD 2. Evaluate staffing requests in FY '26 budget 3. Develop metrics to assist in justification of staffing increases 4. Identify means to fund staffing requests, including tax increase of service level adjustments	Franco Barney	1. Q2 '25 2. Q2 '25 3. Q2 '25 4. Q2 '25	LEAD	1) Budget adopted 2) Completed 3) Underway 4) Ongoing	
Dark Sky PR Campaign	Kick off comprehensive dark sky PR campaign	Barney	Q2 '25	RB	1) Completed	
Business Processes	Evaluate internal business processes for purpose of improving customer service—emphasis on department handoffs.	Cheatwood	Q2 '25	MS	1) Ongoing	
Inflationary Tax Increase	Consider annual inflationary tax increase	Cheatwood	Annual	SN	1) Completed for FY '26	
E-Bike Policy	Policy adoption and PR campaign; utilize work completed by POSTT; evaluate county wide policy.	Barney	Q2 '25	PS	1) Completed	
Recycling	Improve Heber City organization's recycling ethic	Barney	Q2 '24	MS/RB	1) Ongoing	
Small Business Support	1. Coordinate with Dallin Kocher for an Economic Development Report 2. Work with Dallin Kocher to develop specific training opportunities for small businesses	Cheatwood	1. Q1 '25 2. Ongoing	MB	1) TBD 2) Completed	
SMART Program	Adopt SMART program for incentivizing staff to innovate	Cheatwood	Q1 '25	MB/CA	1) TBD	

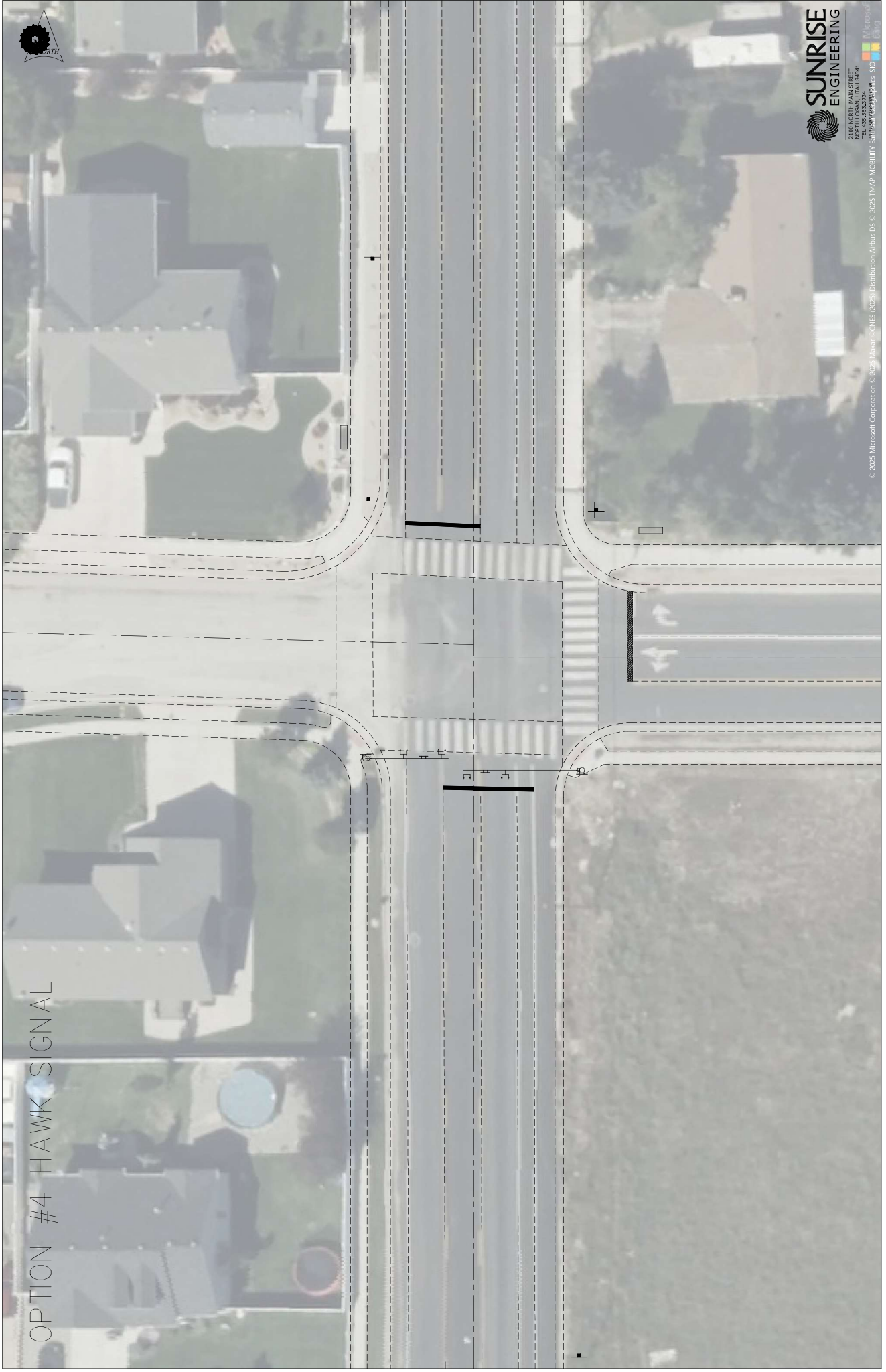






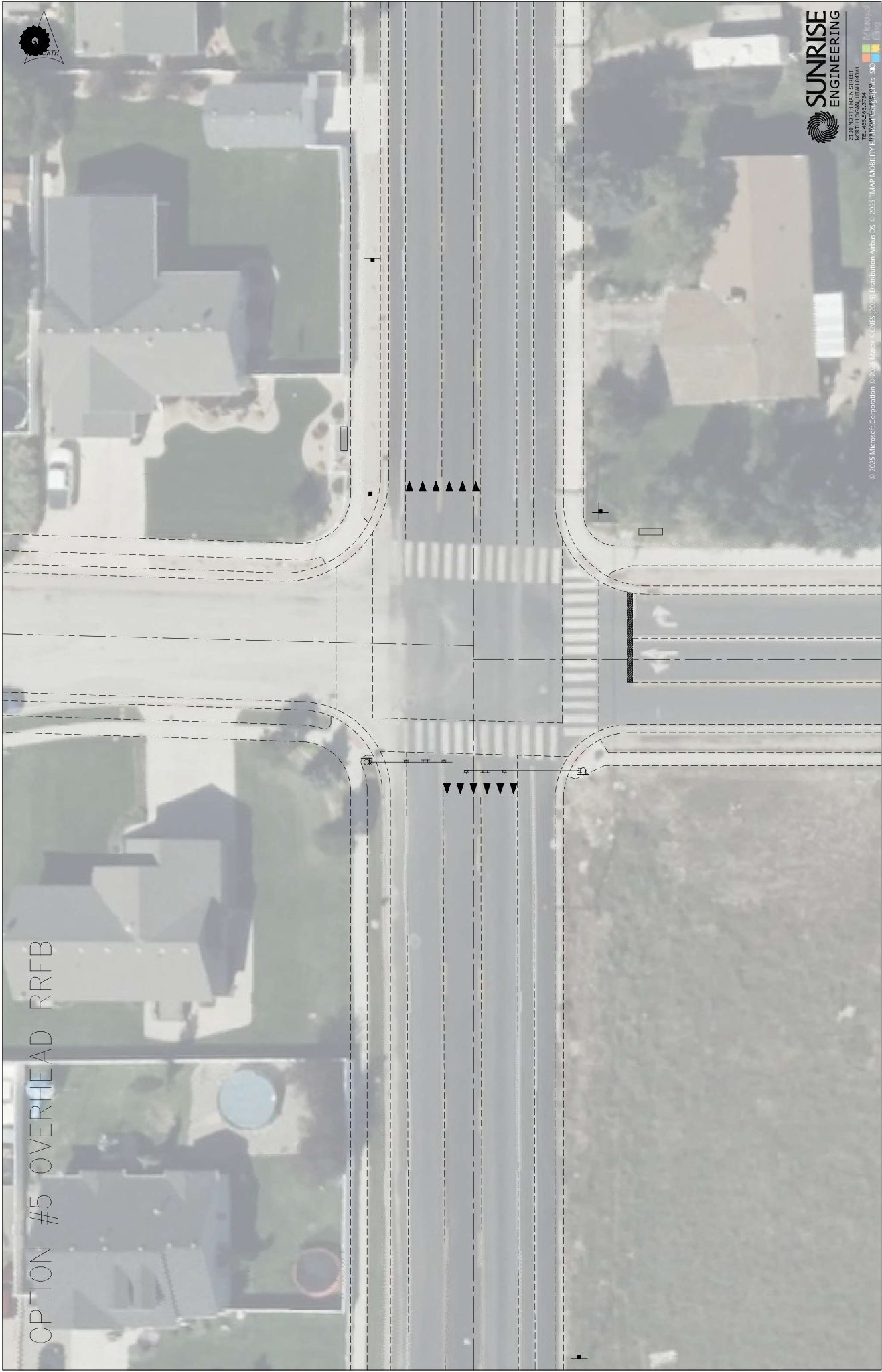
2100 NORTH MAIN STREET
NORTH LOGAN, UTAH 84341
TEL 435.553.3734
WWW.SUNRISE-INT.COM

OPTION #4 HAWK SIGNAL



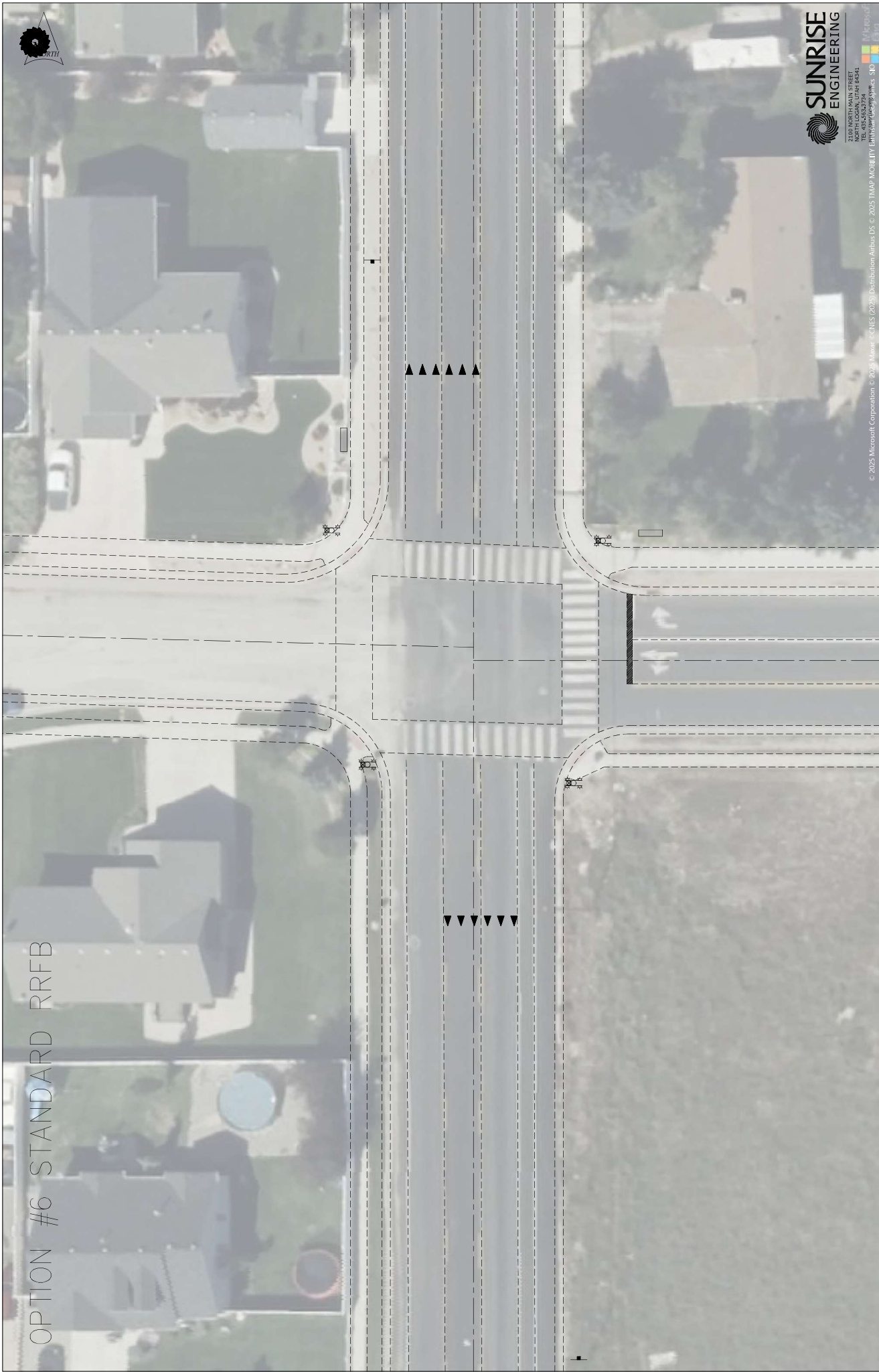
2100 NORTH MAIN STREET
TEL: 955-553-3734
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OPTION #5 OVERHEAD RRFB



2100 NORTH MAIN STREET
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OPTION #6 STANDARD RRFB



2100 NORTH MAIN STREET
TEL: 955-553-3734
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Option Cost Estimates

Bulb-outs	HAWK	Overhead RRFB	Standard RRFB	TOTAL	Final TOTALS
Yes	No	No	No	\$ 50,000.00	\$ 69,120.00
No	Yes	No	No	\$ 200,000.00	\$ 276,480.00
No	No	Yes	No	\$ 65,000.00	\$ 89,856.00
No	No	No	Yes	\$ 30,000.00	\$ 41,472.00
Yes	Yes	No	No	\$ 250,000.00	\$ 345,600.00
Yes	No	Yes	No	\$ 115,000.00	\$ 158,976.00
Yes	No	No	Yes	\$ 80,000.00	\$ 110,592.00

Option 4

Option 5

Option 6

Option 1

Option 2

Option 3



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Short-Term Rental Code Clarification
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Staff is asking if Council can update the STR code to clarify a couple of unclear items. Policy items include:

1. Does Council agree on the approach to clarifying the code?

RECOMMENDATION

Staff recommends Council provide feedback on the items, and have the item return at a future Council meeting for adoption.

BACKGROUND

As staff has implemented the new STR Code, a couple of issues have arisen that need clarification.

Section 5.26.040 K. The overnight occupancy shall be limited to 1 lodger per 200 square feet of livable area, or 16 lodgers, whichever is the lesser amount.

- The issue that came up is whether a detached building/ADU on a property would have its own calculation separate from the main dwelling if it were rented as an ADU. The example is a 160 square-foot ADU that was permitted and meets code. Does this provision require the ADU to be 200 square feet to rent it out as an STR? And, is the STR limited to 1 person, since the code limits occupancy to 1 lodger per 200 sf?

Recommended Update

The anticipated intent of the 200 ft.² per lodger rule is for the entire house, which includes any accessory lodging building on the lot. The recommended approach is to make it clear that the measured space includes all living space on the property, which is then divided by the 200sf to determine the maximum number of STR occupants.. The other associated question is how many people may occupy an outbuilding or ADU. Initially, it seems to make sense to limit that as per the ADU code and/or the building code.

Section 5.26.040 K. The overnight occupancy shall be limited to 1 lodger per 200 square feet of total livable building space on the property, or 16 lodgers, whichever is the lesser

amount. Additionally, any accessory building containing an ADU or living space with an STR shall not exceed the occupancy limits permitted by ADU regulations and/or occupancy limits as set forth in the building code.

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. 2025 STR Code

CHAPTER 5.26 SHORT TERM RENTALS

- 5.26.010 Purpose
- 5.26.020 Definitions
- 5.26.030 Licenses Required
- 5.26.040 Rental Conditions and Regulations

5.26.010 Purpose

The purpose of this chapter is to provide a process for the licensing and administration of STR licenses in Heber City and to establish rules and regulations related to properties licensed as a Short Term Rental.

5.26.020 Definitions

For the purposes of this Chapter, the following definitions shall apply:

- A. “Lodger” means any person who, individually or as part of a group, reserves and resides in a Short Term Rental.
- B. “Short Term Rental (STR)” means the rental of any single family detached residential dwelling, or any portion thereof, for a period of less than 30 days.

5.26.030 Licenses Required & Potential Penalties

- A. It is unlawful to engage in the operation of an STR business without first receiving a business license from Heber City for the STR. See Heber City’s Standard Business License Application.
- B. All STR operators shall pay the applicable sales tax, property tax, personal property tax and transient room tax.
- C. STR Licenses are non-transferable between property owners or business owners. Upon the change of business or property ownership, a new license will be required.
- D. Operation of an STR without a license and/or in violation of the municipal code is declared to be a public nuisance enforced through Chapter 8.04 of the municipal code. Violations are strictly enforced and may include civil penalties of up to \$200 per day until the nuisance is abated and/or criminal penalties of up to \$750 and up to 90 days in jail as a Class C Misdemeanor.

5.26.040 Rental Conditions and Regulations

All STR licensees shall comply with the following:

- A. STRs are only permitted within Detached Single Family Dwellings, except in areas with development agreements specifically approved for such by the City Council
- B. All STRs must have a rental manager who resides within a 10-mile radius of the STR. STR managers must be available at all times the property is in use as an

STR. The property owner may be the rental manager. Contact information for the individual owner and STR manager shall be on file with the City Business Licensing Department and the Heber City Police Department.

- C. Rentals are subject to passing an inspection by the following:
 - 1. Wasatch County Health Department
 - 2. Wasatch County Fire District
- D. Heber City and its Departments maintain the right to inspect any STR for the purpose of determining compliance with state, local, health and safety codes and compliance with this Chapter 5.26.
- E. Exterior signs associated with STRs are prohibited.
- F. The following shall be posted in a conspicuous place inside the dwelling near the front door:
 - 1. The Official Heber City Notice of Potential Fines and Criminal Penalties (available from the Business License Administrator).
 - 2. Contact information for the homeowner or rental manager.
 - 3. Overnight occupancy limit & daylight hours occupancy limit.
 - 4. Parking requirements & limitations.
- G. Recreational vehicles, campers, or other travel trailers associated with the STR are not allowed to be parked on any public street or allowed to be occupied during the STR.
- H. Tents or other temporary structures intended for sleeping are prohibited.
- I. No commercial activity is permitted onsite without a current Heber City business license.
- J. Only one STR reservation is permitted at a time per property. The property owner must live onsite if only a portion of the dwelling is rented as an STR.
- K. The overnight occupancy shall be limited to 1 lodger per 200 square feet of livable area, or 16 lodgers, whichever is the lesser amount.
- L. The total number of people present on the property at any time shall not exceed 16 individuals, which includes any visitors.
- M. All vehicles associated with the STR, including any visitors, shall not be parked on a public street. Parking shall only be onsite and located upon approved hard surfaced parking (paved driveways).



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Jordanelle Ridge Open Space Easement
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Legal
STRATEGIC RELEVANCE: Open Space

SUMMARY

The proposed agreements terminate an existing open space easement in favor of Wasatch County and establish an open space easement in favor of Heber City over approximately 2,752 acres which will be owned by the Jordanelle Ridge Master Association.

RECOMMENDATION

Staff recommends approval of the Conservation and Recreational Access Easement and the corresponding Jordanelle Ridge Agreement to Terminate and Replace Open Space Easement.

BACKGROUND

DISCUSSION

In 2007, as a condition of the development agreement with Wasatch County for the Upper Jordanelle Ridge project, the developer of the project entered into an easement agreement with Wasatch County to provide an open space easement for approximately 2,752 acres of land. A copy of the 2007 easement is included with the agenda materials. In 2020, the Upper Jordanelle Ridge project property was annexed into Heber City and the Development Agreement for the Upper Jordanelle Ridge Master Planned Community (the "City Development Agreement") was executed between the developer and Heber City. Pursuant to Section 7.4 of the City Development Agreement, the developer was required to convey to Heber City, or an entity approved by the City, an easement substantially similar to the 2007 County easement.

In order to resolve any disputes with respect to any remaining rights of Wasatch County to the easement property, Heber City, Wasatch County and the developer of the project negotiated and drafted two documents. The first document terminates any rights of the County under the 2007 easement or the development agreement with the County. The second document establishes a new easement (the "City Easement") whereby the easement area will be owned by the Jordanelle Ridge Master Association and Heber City will be granted an easement over the property which establishes allowed and prohibited uses of the open space. The City Easement also includes language that

allows Wasatch County to enforce certain aspects of the City Easement if Heber City fails to enforce the restrictions.

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the agreements.

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: Legal
Staff member:

EXHIBITS

1. Jordanelle Ridge Agreement to Terminate and Replace Open Space Easement- Final - 4928-2030-8840 - 1
2. Jordanelle Ridge Open Space Easement - Final for Packet - 4908-8817-6488 - 1
3. Jordanelle Ridge Open Space Map Exhibit B
4. 2025-08-19 JR Conserv Ease Trails Ex
5. Jordanelle Ridge 2007 Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
10421 S. Jordan Gateway, Suite 200
South Jordan, UT 84095
Attention: Cody Winterton

**JORDANELLE RIDGE AGREEMENT TO TERMINATE
AND REPLACE OPEN SPACE EASEMENT**

THIS JORDANELLE RIDGE AGREEMENT TO TERMINATE AND REPLACE OPEN SPACE EASEMENT (this “**Agreement**”) is made and entered into effective as of the date last signed below (the “**Effective Date**”), by and among **Wasatch County**, a political subdivision of the State of Utah (the “**County**”), **RE Investment Holdings, L.L.C.**, a Utah limited liability company (“**RE Holdings**”), Jordanelle REF Acquisition LLC, a Delaware limited liability company (“**Developer**”), and **Heber City**, a municipal corporation of the State of Utah (the “**City**”), each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the County, JLS Properties, L.L.C., a Utah limited liability company (“**JLS**”), and Jordanelle Ridge, Inc., a Utah corporation (“**JR Inc.**” and, together with JLS, “**Original Developer**”), entered into that certain Development Agreement for Jordanelle Ridge at North Village, dated as of December 6, 2006 and recorded in the records of the Wasatch County Recorder (the “**County Recorder**”) on December 26, 2006 as document #312667 (the “**County Development Agreement**”), covering the approximately 3,174 acres of land described on Exhibit A thereto (“**County Development Agreement Property**”);

WHEREAS, the County Development Agreement provides for a maximum of 2,752 acres of County Development Property to be open space dedicated to the County (the “**County Open Space**”) in connection with the development of the County Development Property;

WHEREAS, Original Developer granted an open space easement to the County on a portion of the County Development Agreement Property (the “**2007 Easement Property**”) pursuant to that certain Declaration of Easement dated January 23, 2007 and recorded in the records of the County Recorder on December 29, 2009 as document #355557 (the “**2007 Easement**”);

WHEREAS, Original Developer recorded Jordanelle Ridge Plat A in the records of the County Recorder on March 2, 2007 as document #316339 (“**Plat A**”) and dedicated approximately 217.25 acres of the 2007 Easement Property to the County pursuant to that certain Special Warranty Deed (the “**County Deed**”) recorded in the records of the County Recorder on December 29, 2009 as document #355558 (the “**County Property**”);

WHEREAS, following the dedication and conveyance of the County Property to the County, a substantial portion of the 2007 Easement Property remained to be dedicated in accordance with the County Development Agreement and the County Deed;

WHEREAS, RE Holdings is the successor in interest to the Original Developer with respect to ownership of the remaining portion of the 2007 Easement Property not previously dedicated to the County;

WHEREAS, RE Holdings and the City entered into that certain Development Agreement for the Upper Jordanelle Master Planned Community, dated as of June 24, 2020 and recorded in the records of the County Recorder on July 28, 2020 as document #481606 (the “**City Development Agreement**”), covering approximately 8,288 acres of land described on Exhibit A thereto (the “**Jordanelle Ridge Property**”);

WHEREAS, the City annexed the Jordanelle Ridge Property, including the 2007 Easement Property, pursuant to that certain Heber City Annexation recorded in the records of the County Recorder on June 28, 2020 as document #481607;

WHEREAS, the City Development Agreement requires RE Holdings to dedicate and convey to the City, or other entity approved by the City, open space with an estimated minimum acreage of 5,130 acres within Jordanelle Ridge Property pursuant to and in accordance with the terms and conditions of the City Development Agreement (the “**Jordanelle Open Space Property**”), which property is inclusive of the County Property, and any additional 2007 Easement Property subsequently dedicated and conveyed pursuant to the City Development Agreement;

WHEREAS, RE Holdings assigned its rights, duties and obligations under the City Development Agreement to Developer pursuant to that certain Assignment of Development Agreement for the Upper Jordanelle Master Planned Community, entered into as of October 30, 2020 and recorded in the records of the County Recorder on November 2, 2020 as document #487731;

WHEREAS, the Parties desired to terminate the 2007 Easement, subject to the recording of a new open space easement in the form attached hereto as Exhibit A (the “**New Open Space Easement**”), thereby eliminating the County’s maintenance obligation under the 2007 Easement, while ensuring the County’s ability to protect perpetual open space as described in the New Open Space Easement;

WHEREAS, the Parties agree to have the County Development Agreement superseded and replaced by the City Development Agreement with respect to the Jordanelle Ridge Property, including the 2007 Easement Property;

WHEREAS, RE Holdings and Developer do not have, and have never had, rights or obligations to the property in Jordanelle Ridge Plat A, recorded in the records of the County Recorder on March 2, 2007 as document #316339 (the “**Plat A**”); and

WHEREAS, the Parties desire to agree that all Jordanelle Open Space Property, other than

the County Property, will be dedicated and conveyed to one or more Homeowners' Associations (as such term is defined in the City Development Agreement) in compliance with the requirements of the City Development Agreement.

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

AGREEMENT

1. Termination of 2007 Easement. The Parties hereby terminate the 2007 Easement, which termination shall be effective upon the recording of both this Agreement and the New Open Space Easement in the records of the County Recorder. The Parties acknowledge and agree that upon and following such recordings, the 2007 Easement shall be terminated and of no further effect.

2. Grant of New Open Space Easement. Immediately after the recording of this Agreement, RE Holdings shall record the New Open Space Easement in the records of the County Recorder, in the form attached hereto as Exhibit A, which easement shall run with the land on the New Easement Property.

3. City Open Space Easement Requirement. The Parties hereby agree that, once recorded in the records of the County Recorder as required hereby, the recording of the New Open Space Easement shall meet the requirement to record a declaration of easement substantially similar to the 2007 Easement set forth in Section 7.4 of the City Development Agreement and that Developer's obligation to record a declaration of easement regarding open space shall be fulfilled in its entirety. The City acknowledges and agrees that (i) as set forth herein, the 2007 Easement did not cover 2,752 acres as erroneously stated in the City Development Agreement, and (ii) the recording of the New Open Space Agreement covering approximately 1,967.30 acres meets the requirements of and complies with the original intent of Section 7.4 of the City Development Agreement.

4. Dedication of Open Space Easement Property. The Parties hereby acknowledge and agree that the future dedication of all Jordanelle Open Space Property, including the New Easement Property, shall be governed by and undertaken in accordance with the terms and conditions of the City Development Agreement, and that all such property, other than the County Property, shall be dedicated and conveyed to one or more Homeowners' Associations (as such term is defined in the City Development Agreement).

5. County Development Agreement. The Parties hereby agree that the County Development Agreement has been superseded and replaced by the City Development Agreement with respect to all Jordanelle Ridge Property and that with respect to such property, the County Development Agreement is null and void and of no further effect.

6. Recording. The Parties agree that Developer shall record this Agreement and the New Open Space Easement in the records of the County Recorder as soon as practical following

the Effective Date. Each Party hereby agrees to provide an originally executed copy of this Agreement to Developer for recording no later than three (3) business days following the Effective Date.

7. Immunity. The Parties intend that any use of the Open Space Easement Property by the public, including the trails, be for a recreational purpose as defined in Section 75 Chapter 41 of the Utah Code, and for recreational activity under the Recreation Land Use Immunity Act as defined in Section 78B-4-509 of the Utah Code. Nothing herein shall constitute a waiver of any portion of the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. The Parties intend that the maintenance of the property be a governmental function as the term is used in Utah Code 63G-7-102, and that RE Holdings, Developer and the Association benefit for any and all immunities afforded as an agent of the City in maintaining the Open Space Easement Property, to the maximum extent available under applicable law under the Governmental Immunity Act of Utah. In connection with any claims made with respect to injuries arising out of or in connection with, or results from the public's use of the Open Space Easement Property by the public, including any property owners in the Jordanelle Ridge Property, against the Parties to this Agreement or the Association, the Parties to this Agreement and the Association are intended to be afforded any immunities provided under the Governmental Immunity Act of Utah to the maximum extent available under applicable law. Nothing in this Agreement shall constitute as the County's or the City's waiver of any portion of the Governmental Immunity Act of Utah or any defense arising therefrom.

8. Mutual Releases.

(a) County Development Agreement. Upon the recording of the New Open Space Easement, the County hereby releases RE Holdings and Developer from all claims, rights, and obligations, known and unknown, under the County Development Agreement. RE Holdings and Developer hereby release the County from all claims, rights, and obligations, known and unknown, under the County Development Agreement. Notwithstanding this mutual release, Original Developer and their successors in interest to the property in Plat A, as amended, and the County, shall continue to be bound by those rights and obligations under the County Development Agreement intended to run with the land on property in Plat A.

(b) 2007 Easement. Upon the recording of the New Open Space Easement, the County hereby releases RE Holdings and Developer from all claims, rights, and obligations, known and unknown, under the 2007 Easement. RE Holdings and Developer hereby release the County from all claims, rights, and obligations, known and unknown, under the 2007 Easement.

(c) City Development Agreement. Upon the recording of the New Open Space Easement, City hereby releases RE Holdings and Developer from all claims, rights, and obligations with respect to the obligation under Section 7.4 of the City Development Agreement to record a declaration of easement substantially similar to the 2007 Easement. To the extent that this Agreement and the New Open Space Easement conflicts with Section 7.4 of the City Development Agreement, or other language in Section 7 that directly relates to the transfer of property pursuant to Section 7.4, this Agreement supersedes the City Development Agreement.

9. Succession. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective affiliates, partners, successors, heirs and assigns. This Agreement shall be recorded in the records of the County Recorder.

10. Attorney's Fees and Costs. In the event of a default by a Party in performing its obligations hereunder, the defaulting Party shall pay any and all costs and expenses, including reasonable attorney's fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by an injured Party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

11. No Admission of Liability. The Parties acknowledge and agree that this Agreement does not constitute an admission of liability by any Party.

12. Governing Law. This Agreement shall not be construed against any Party and shall be governed by and construed in accordance with the laws of Utah. Any dispute that cannot be resolved between the parties shall be resolved in a court of competent jurisdiction in Wasatch County, Utah.

13. Counterpart Execution. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear a date as of the date of this Agreement. An electronic transmission of any signature of any Party shall be sufficient to bind that party who shall promptly supply an originally signed document thereafter.

14. Entire Agreement. This Agreement, including the recitals, contains the entire agreement among the Parties with respect to the subject matter hereof.

15. Amendment. This Agreement may be amended or modified only by an instrument of equal formality signed by all Parties.

16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions.

17. Construction/Exhibits. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

18. Waivers. The failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

19. Further Action and Instruments. The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. The Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

20. Time is of the Essence. Time is of the essence in this Agreement and every right or responsibility shall be performed within the times specified.

DATED this _____ day of _____, 2025

COUNTY

WASATCH COUNTY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

On _____, 2025 before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

DATED this _____ day of _____, 2025

CITY

HEBER CITY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

On _____, 2025 before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

DATED this _____ day of _____, 2025

RE HOLDINGS

RE INVESTMENT HOLDINGS, LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On _____, 2025 before me _____, Notary Public,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph
is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

DATED this _____ day of _____, 2025

DEVELOPER

JORDANELLE REF ACQUISITION LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On _____, 2025 before me _____, Notary Public,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph
is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

Exhibit A

[New Open Space Easement]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
10421 S. Jordan Gateway, Suite 200
South Jordan, UT 84095
Attention: Cody Winterton

CONSERVATION AND RECREATIONAL ACCESS EASEMENT

THIS CONSERVATION AND RECREATIONAL ACCESS EASEMENT (this “Easement”) is made effective as of the last date signed below, by and among JORDANELLE RIDGE MASTER ASSOCIATION, a Utah corporation (“Grantor”), HEBER CITY, a municipal corporation of the State of Utah (“Grantee”) and WASATCH COUNTY, a political subdivision of the State of Utah (the “County”).

RECITALS

A. A Declaration of Easement dated January 23, 2007 was recorded in favor of the County in the records of the Wasatch County Recorder (the “County Recorder”) on December 29, 2009 as document #355557 (the “2007 Easement”), which easement provided that the property covered by the easement would be dedicated to the County to be maintained as open space.

B. Approximately 217.25 acres of property covered by the 2007 Easement was dedicated to the County pursuant to that certain Special Warranty Deed recorded in the records of the County Recorder on December 29, 2009 as document #355558 (the “County Deed”).

C. In conjunction with the execution of this Easement, Grantor, Grantee and the County entered into that certain Jordanelle Ridge Agreement to Terminate and Replace Open Space Easement, to be recorded in the records of the County Recorder prior to the recording of this Easement (the “Easement Replacement Agreement”).

D. Pursuant to the Easement Replacement Agreement, Grantor, Grantee and the County have agreed that Grantor will record a replacement easement covering approximately 1,967.30 acres owned by Grantor in fee simple and described in Exhibit A and depicted in Exhibit B hereto (the “Easement Property”), which does not include the 217.25 acres from the County Deed.

E. In addition to the Easement Property, the development of the Upper Jordanelle Ridge project will include approximately 500 acres of open space within the area depicted in Exhibit B.

F. The Easement Replacement Agreement provides that upon the recording of this Easement in the records of the County Recorder, the 2007 Easement will be automatically terminated and of no further effect, but the County Deed property will be unaffected.

G. Grantor is willing to grant an easement to Grantee and provide certain rights to County upon the terms and conditions as are set out below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Easement. In accordance with Utah Code Ann. § 57-18-1, *et. seq.* (2025), Grantor hereby creates and grants to Grantee an easement over the Easement Property. This Easement shall run with the land and be binding on Grantor's successors and assigns and other occupiers or users of the Easement Property or any portion of it. Subject to the terms of this Easement, Grantor and any future owner, manager or administrator of the Easement Property shall have the right to control, manage and oversee the Easement Property, including the right to improve and maintain the Easement Property for the purposes and uses set forth below.

2. Duty to Maintain. Subject to the terms and conditions of this Easement, the Easement Property shall be maintained by Grantor as open space consistent with the standards to which the Easement Property has historically been maintained and the terms and conditions of this Easement.

3. Specifically Allowed Uses. The Easement Property may be utilized for the following uses: public pedestrian, hiking and cycling trails and pathways, including recreational manmade features and improvements; public parks; drinking water fountains and stations; benches; trail signage and wayfinding signs; trail and road gates; trail bridges; grazing; natural habitat areas; maintained landscaped areas; trailheads; restrooms; underground or buried utilities, including water tanks; well houses, pump houses, and access structures for water tanks, provided that the structures are owned and operated by a public entity and that such structures are constructed with materials and colors to minimize visibility and visual impact; communications infrastructure and facilities utilized solely for public utility facilities; security fencing around utility facilities, provided that such fencing must be powder coated or painted to minimize visibility; underground, buried or non-visible communications infrastructure and facilities, including lines, wires, cables; pipelines and pumps; irrigation, drainage, flood control and stormwater facilities, including ponds, retention and detention basins, swells, canals, ditches and protected slopes; unpaved access roads and trails that are necessary to access public infrastructure improvements; and hunting in accordance with the Cooperative Wildlife Management Unit program or any similar program managed by the Utah Division of Wildlife Resources. Grantor, and its successors and assigns, including Jordanelle REF Acquisition LLC, shall have the right to utilize the existing unpaved road in Coyote Canyon for construction access and to improve Coyote Canyon road to meet any requirements of the Wasatch County Fire Department or other governmental entities. Consistent with the allowed uses, Grantor shall have the right to adopt and enforce rules and regulations related to the public and private use of the Easement Property or

exclude access to the Easement Property, provided that any recreational access to or exclusion from the Easement Property must be uniformly applied to residents within the Jordanelle Ridge Master Association and the general public.

a. Public Trails: The public is hereby granted the right to access and use the trails within the Easement Property, which trails are depicted on Exhibit C, for walking, hiking, and mountain biking. If Grantor determines that realignment or permanent closure of any trail within the Easement Property is necessary for restoration, fire protection, or health, safety and welfare of the public, Grantor may re-align those trails in a manner that provides materially similar utility, connectivity and access for the public, and meets generally accepted trail standards. Prior to realigning or permanently closing any trail, Grantor shall meet with the either MAG trail coordinator or both the Heber City and Wasatch County planning directors to review the realignment or closure and determine if the existing trails or new proposed trail provides materially similar utility, connectivity and access for the public.

4. Additional Uses. Subject to the allowed uses in paragraph 3, the Easement Property may be utilized by Grantor for the following uses if the use is approved by the City Council of Heber City and the County Council of Wasatch County, which approval shall be at their sole discretion, and an addendum to this Easement is recorded to reflect the allowed use(s): roads; above-ground utilities and communications infrastructure and facilities, including lines, wires, and cables; lights; parking lots; pavilions; substations; and maintenance buildings necessary for amenities in the Easement Property.

5. Other Improvement and Maintenance Activities. Grantor may do things reasonably necessary or desirable to facilitate the use of the Easement Property as set forth herein and to fulfill its duties and obligations hereunder including: granting of utility, access or other underground easements; altering the general topography of the Easement Property for specifically allowed uses or approved additional uses outlined above; removing, cutting or destroying of trees, shrubs or other vegetation; manipulating, impounding or altering any drainage or watercourse; and creating, enhancing and maintaining fire breaks and fire fuel modification zones. Nothing in the section shall be interpreted to supersede and required permits or approvals of any governmental entity.

6. Specifically Prohibited Uses. Any hard surface, building or structures not permitted or approved in accordance with the above sections.

7. Immunity. Grantor and Grantee intend that any use of the Easement Property by the public, including trails, paths, roadways, fields and other facilities, be for a recreational purpose as defined in Utah Code § 57-14-102, and the Parties shall be subject to all protections and limitations on liability under Utah Code § 57-14-101 (2025), *et seq.* and Utah Code § 78B-4-509 (2025), as amended. The Parties intend that the maintenance of the Easement Property be a governmental function as the term is used in Utah Code § 63G-7-102, and that Grantor and its officers, directors, employees, agents, members, invitees, permittees and licensees benefit for any and all immunities afforded as an agent of Grantee in maintaining the Easement Property, to the

maximum extent available under applicable law under the Governmental Immunity Act of Utah. In connection with any claims made with respect to injuries arising out of or in connection with, or results from the public's use of the Easement Property by the public, including any property owners in the Upper Jordanelle Master Planned Community, against the parties to this Easement, the parties to this Easement are intended to be afforded any immunities provided under the Governmental Immunity Act of Utah to the maximum extent available under applicable law. Nothing in this Easement shall constitute as Grantee's or the County's waiver of any portion of the Governmental Immunity Act of Utah or any defense arising therefrom.

8. Entire Agreement. This Agreement and the Easement Replacement Agreement constitute the entire understanding between the parties hereto.

9. Covenants to Run with Land. This Easement and all of the easements, covenants, provisions, and requirements of this Easement are intended to be and shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of each of Grantor or Grantee, as well as Grantor's grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. Grantor and Grantee shall comply with, and the Easement Property shall be subject to, the terms of this Easement and the provisions of any instruments, supplements, amendments, and determinations contemplated by this Easement.

10. Enforcement.

a. Notice of Violation. If Grantor or Grantee, or their employees, agents, contractors, invitees, licensees, grantees or permittees, is in violation of the terms of this Easement or that a violation is threatened, the other party may demand the cure of such violation or threatened violation. In such case, the non-violating party shall issue a written notice to the violating party (a "Notice of Violation") informing the violating party of the actual or threatened violations and demanding cure or avoidance of such violations. The Notice of Violation shall be sent pursuant to the procedures set for in Section 18 below.

b. Time to Cure. Following receipt of the Notice of Violation, the violating party shall have thirty (30) days in which to cure the claimed violation (the "Cure Period"). If more time is required for such cure, the violating party shall have such additional time as is reasonably necessary under the circumstances to cure such violation, so long as the violating party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

c. Meet and Confer. Upon the failure of the violating party to cure a violation in accordance with this Section, or in the event the violating party contests that a violation has occurred, the parties shall meet within fifteen (15) days to resolve the issues specified in the Notice of Violation.

d. Remedies. If the parties are unable to resolve issues specified in the Notice of Violation, remedies available to the parties for resolving such issues shall include all rights and

remedies available at law and in equity, including the right to institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

11. Enforcement Discretion. Except as provide in paragraph 12, enforcement of the terms of this Easement shall be at the discretion of Grantee. Nothing in this Easement creates a non-discretionary duty upon the Grantee to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions give rise to a private right of action against Grantor or Grantee by any third party.

12. County Right to Enforce. If Grantee fails to enforce any of the terms, conditions or restrictions of this Easement, County may notify Grantee and request that Grantee take action to enforce the terms, conditions or restrictions of this Easement. If Grantee fails to take reasonable action to enforce any of the terms, conditions or restrictions of this Easement within sixty (60) days, or Grantor fails to cure any breach of any of the terms, conditions or restrictions of this Easement within one hundred and twenty (120) days, County shall have the right to enforce Grantor's compliance with this Easement through bringing an action at law or in equity, including the right to seek specific performance or, injunction.

13. Attorneys' Fees. If any action is brought because of an alleged default under, or to enforce or interpret this Easement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fee and related costs (including those incurred in connection with any appeal), the amount of which will be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Easement shall be in the Fourth District Court, Wasatch County, State of Utah.

14. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee, County or any third party to bring any action against Grantor for any injury or change to the Easement Property resulting from:

a. Natural Cause. Any natural cause beyond Grantor's control including, without limitation, fire not caused by Grantor, flood, storm and earth movement;

b. Emergency Action. Any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Property resulting from such emergency causes; or

c. Third-Party Acts. Acts by Grantee, County or third parties that are beyond Grantor's control.

15. Transfer of Easement.

a. Grantor. From and after the date of any transfer of all or any portion of the Easement Property by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, and (iv) all references to Grantor in this Easement shall thereafter be deemed to refer to such transferee.

b. Grantee. This Easement shall not be transferrable by Grantee.

16. Amendment. Grantor and Grantee may amend this Easement only by mutual written agreement and with the written consent of County. Grantor shall record any amendments to this Easement in the official records of the County Recorder.

17. No Third-Party Rights. This Easement is not intended to create any third-party beneficiary rights, including, but not limited, the right of any residents of Grantor or County enforcing and terms or conditions of this Agreement.

18. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Easement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (c) one (1) business day after the notice has been deposited with either FedEx, United Parcel Service or another nationally or regionally recognized overnight courier service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Grantee:

Jordanelle Ridge Master Association
c/o Raintree Investment Corporation
10421 S. Jordan Gateway, Suite 200
Attn: Cody Winterton
Telephone: 801-884-3599

With a copy to:

Holley Driggs Ltd.
300 S. 4th Street, Suite 1600
South Jordan, Utah 84095
Attn: Doug Driggs
Telephone: 702-791-0308

To Grantee: City of Heber
25 North Main Street
Heber, Utah 84032
Attn: City Manager
Telephone: 435-654-0757

With a copy to: Cohne Kinghorn
111 E. Broadway, 11th Floor
Salt Lake City, Utah 84111
Attn: Jeremy Cook
Telephone: 801-363-4300

To County: Wasatch County
25 North Main Street
Heber, Utah 84032
Attn: County Manager
Telephone:

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other party written notice in the manner set forth above.

19. Estoppel Certificate. Upon request by Grantor, Grantee or County, the other party(s) shall, within thirty (30) days execute and deliver to the requesting party any document, including an estoppel certificate, that certifies compliance with any obligation of the requesting party contained in this Easement and otherwise evidences the status of this Easement as may be requested by the requesting party.

20. Access. This Easement does not convey a general right of access to the public or a general right of access to the Easement Property, except as specifically stated herein.

21. Forfeiture. In the event of voluntary or involuntary dissolution or insolvency of the Grantor, Grantee may seek forfeiture of the Easement Property. No other default or failure to perform by Grantor shall result in a forfeiture or reversion of Grantor's title in any respect. Nothing in this paragraph shall restrict Grantee from utilizing its power of eminent domain or executing on a valid judgment against Grantor.

22. Interpretation. The captions to the sections of this Easement are for convenience of

reference only and shall in no way affect the manner in which any provision of this Easement is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

23. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Easement, such action shall not affect the remainder. If a court of competent jurisdiction voids or invalidates the application of any provision of this Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

24. Counterparts. The parties hereto may execute this Easement in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument. As against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall control.

25. Effective Date. This Easement and any amendment or termination of this Easement shall take effect upon its being filed for record in the office of the County Recorder.

[Signature Pages Follow]

THE PARTIES hereto have executed this Easement on the date last set forth below.

DATED this _____ day of _____, 2025

HEBER CITY

Matt Brower, City Manager

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

On _____, 2025 before me personally appeared Matt Brower who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

DATED this _____ day of _____, 2025

WASATCH COUNTY

Dustin Grabau, County Manager

STATE OF UTAH)
 :ss.

COUNTY OF WASATCH)

On _____, 2025 before me personally appeared Dustin Grabau who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

DATED this ____ day of _____, 2025

JORDANELLE RIDGE MASTER ASSOCIATION

By: _____

Name: _____

Its: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

On _____, 2025 before me personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

(Signature of Notary Public)

EXHIBIT “A”

Legal Description of Easement Property

[Attached]

EXHIBIT “B”

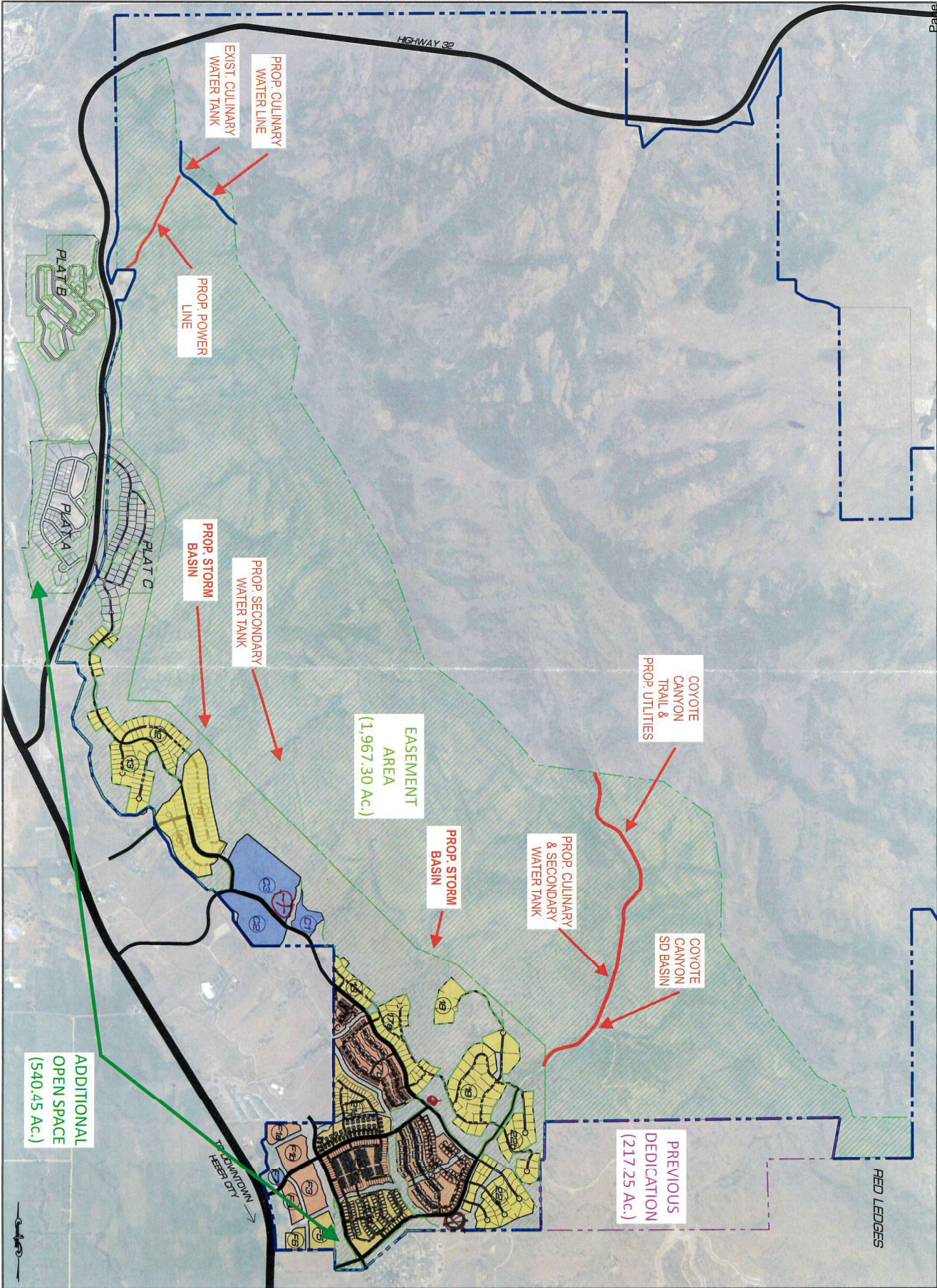
Map of Easement Property

[Attached]

EXHIBIT “C”

Map of Public Trails

[Attached]



MOMENTUM
 DEVELOPMENT GROUP
 10421 S. JORDAN GATEWAY, SUITE 200, SOUTH JORDAN, UTAH 84095

SHEET NUMBER
 47-0117

SCALE
 HORIZONTAL: 1" = 400'
 VERTICAL: 1" = 40'

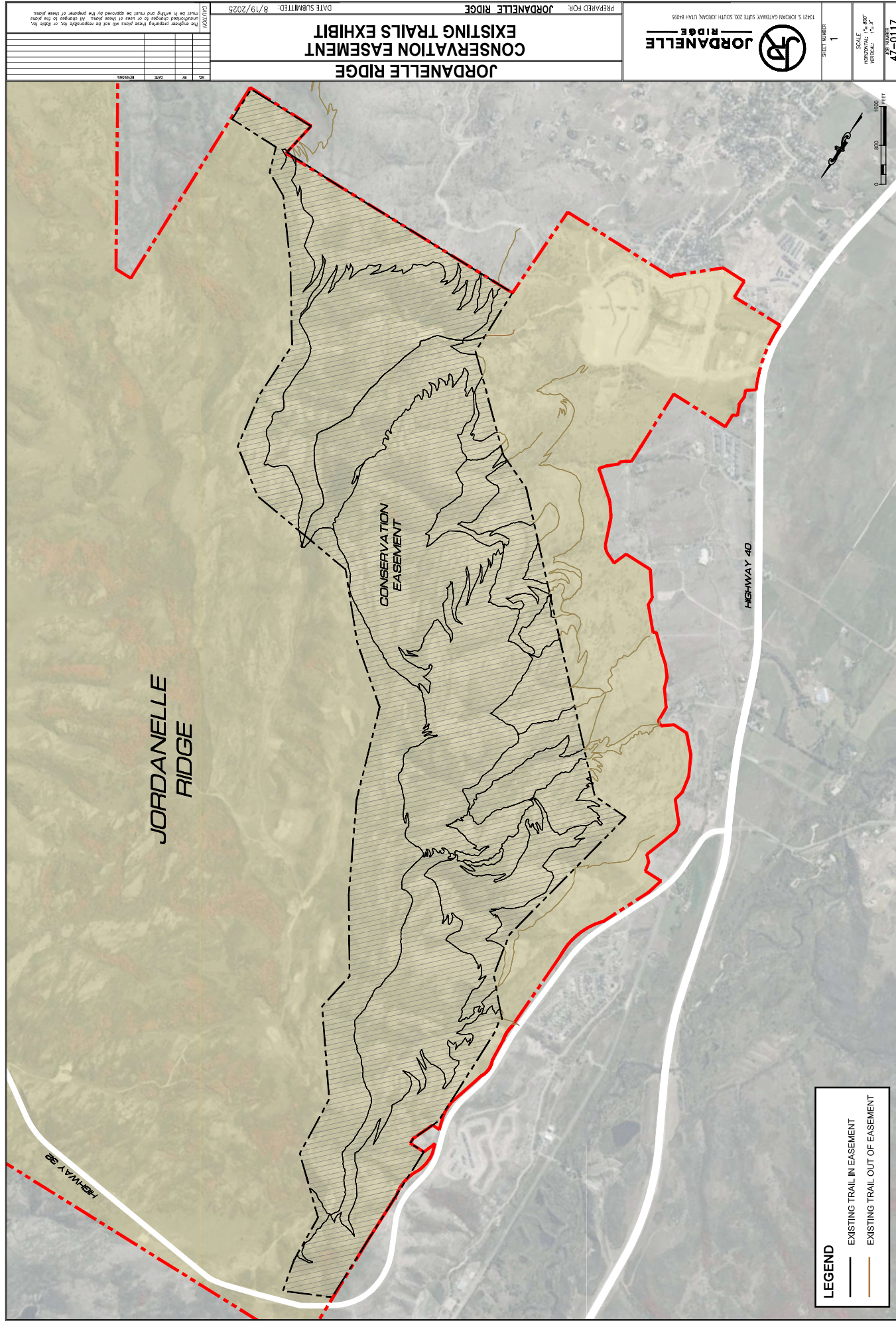
**JORDANELLE RIDGE
 NORTH VILLAGE
 OPEN SPACE EASEMENT**

PREPARED FOR: **RAINTREE**

DATE SUBMITTED: **10/30/2023**

NO.	BY	DATE	REVISIONS

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USE OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARED OF THESE PLANS.



WHEN RECORDED MAIL TO:
Hollis S. Hunt
Attorney at Law
392 East 12300 South, Suite A
Draper, Utah 84020

Ent 355557 Bk 1007 Pg 639-648
Date: 29-DEC-2009 4:02PM
Fee: None Filed By: DJ
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: WASATCH COUNTY

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Easement"), made this 23rd day of January, 2007, by and between the following:

JLS PROPERTIES, L.L.C., a Utah limited liability company
and JORDANELLE RIDGE, INC., a Utah corporation, both
at 2511 South West Temple, Salt Lake City, Utah 84115,
collectively referred to as "Grantor,"

and

WASATCH COUNTY, a political subdivision of the State of
Utah, at 25 North Main Street, Heber City, Utah 84032,
referred to as "Grantee."

RECITALS:

A. Grantor is the owner of (2,752±) acres of real property in Wasatch County which has been designated as open space ("Open Space") pursuant to a Development Agreement between Grantor and the Grantee, and referred to as The Jordanelle Ridge at North Village Development Agreement, which affects a total of (3,174) gross acres ("Development Agreement") dated the same date as this Easement.

B. The Open Space is to be dedicated in designated proportionate parcels, each parcel of Open Space to be commensurate with the recording of various plats and phases of the project. The Grantee has requested an easement over the entire Open Space parcel (2,752±) acres which would allow grantee to manage the entire Open Space parcel until it is fully

dedicated to grantee. This Easement is to be granted at the execution of the Development Agreement between the Grantor and Grantee.

C. It is understood by both the Grantor and Grantee that this Easement shall be null and void to those portions of Open Space that are dedicated to the County and placed in a Conservation Easement pursuant to the Development Agreement.

D. Grantor is willing to grant an easement to Grantee upon the terms and conditions as are set out below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor creates and grants to Grantee an exclusive easement for the Open Space described in Exhibit "A" attached. Grantee shall have the right to control, manage, and oversee the Open Space parcel including the right to exclude others, allow public access, or otherwise use the property for any purpose or use which would be allowed under the Conservation Easement, attached hereto as Exhibit "B", subject only to the terms, conditions and exceptions set forth herein

a. **Duty to Maintain Greenbelt status.** Grantee agrees to make such use of the Open Space parcel to ensure that the parcel will remain in greenbelt status until such time as it is dedicated to the County and placed in the Conservation Easement.

b. **Specifically allowed Uses.** Grantees use of the Open Space Parcel may include, but is not limited to the following specific uses by the public: Pedestrian trails, equestrian trails, all-terrain vehicle and snowmobile trails, hunting, grazing, utilities and roads and other like uses, so long as such uses would be allowed and are managed in a manner consistent with the Conservation Easement. Grantee agrees to establish a minimum 1000 foot buffer zone between the developed portion of the project and any motorized usage areas.

c. **Grantor's Use.** Grantor reserves unto itself, its successors and assigns, the temporary right to use the Open Space, as reasonably necessary to develop the Jordanelle Ridge project located in the North Village Overlay Zone, as long as such use

does not substantially interfere with the operations of Grantee thereon, until such time as the Open Space is dedicated to the County and placed under the Conservation Easement.

d. **Coyote Canyon Road.** It is intended that Coyote Canyon Road will be extended to help in traffic circulation and the Parties understand and agree that such extension will run through portions of the real property which is subject to this Easement.

The use of such portions of the real property for the Coyote Canyon Road extension is specifically allowed and will not violate the terms of this Easement.

2. **MAINTENANCE OF EASEMENT.** Grantee shall maintain the Open Space and all such trails, recreational facilities and underground utilities located within the easement property as are constructed by Grantee or are dedicated to Grantee. All such trails and recreational facilities constructed by the Grantor shall be maintained by Grantor until such time as such improvements are accepted or dedicated to the Grantee.

3. **TERM OF EASEMENT—REMAINING PROPERTY DEEDED TO COUNTY.** This Easement shall continue until the year 2025, to be commensurate with the terms of the Development Agreement as referred to above. This Easement shall no longer be applicable and in effect for those portions of the Open Space conveyed to the Grantee and placed under the Conservation Easement as set out in the Development Agreement. In the event Development Agreement is not completed by December 31, 2025, and there yet remains Open Space that has not yet been dedicated or conveyed pursuant to the terms and conditions of the Development Agreement by the Grantor, Grantor specifically agrees that at that time, the remaining real property subject to this Easement shall be deeded to the Grantee subject to the Conservation Easement and this Easement shall then terminate.

4. **INDEMNIFICATION.** Grantee shall defend, indemnify and save harmless the Grantor, its successors and assigns from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury or death and for any damage to or loss or destruction of property, including attorney's fees and expenses, resulting from Grantee or their employees, agents, customers, invitees or licensees use and enjoyment of the Easement granted hereunder. Grantee shall maintain general liability insurance in the amount of at least one million dollars (\$1,000,000.00) which applies to the Open Space. All such insurance

policies will provide primary insurance for claims involving property damage and bodily injury and shall name Grantor as an additional insured and shall waive any right of subrogation against Grantor, except for claims based solely on the actions of Grantor, its agents or employees, and shall contain a clause that the insurer will not change or cancel the insurance without first giving Grantor (30) days prior written notice. Grantee shall deliver a certificate(s) of insurance evidencing such coverage to Grantor.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties subject to the references of those relevant terms and conditions of the Development Agreement and Conservation Easement referred to above.

6. **COVENANTS TO RUN WITH LAND.** This Easement and all of the easements, covenants, provisions, and requirements of this Easement are intended to be and shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of each of the Grantor or Grantee and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. The Grantor and Grantee shall comply with, and all interests in all parcels shall be subject to, the terms of this Easement and the provisions of any instruments, supplements, amendments, and determinations contemplated by this Easement.

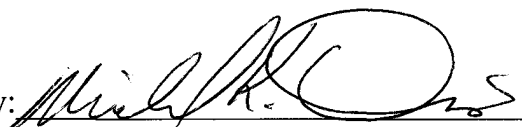
7. **ENFORCEMENT.** The Grantor and Grantee shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Easement. Such right shall include, without limitation, the right to specific performance and injunction. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements shall not result in or be construed to be an abandonment or termination of the arrangement created by this Easement or any waiver of the right to insist upon such performance or compliance in the future. If any action is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Easement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and related costs (including those incurred

in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Easement shall be in the Fourth District Court, Wasatch County, State of Utah.

8. **INTERPRETATION.** The captions to the sections of this Easement are for convenience of reference only and shall in no way affect the manner in which any provision of this Easement is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

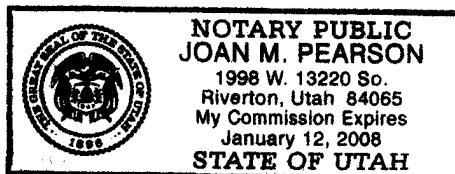
9. **EFFECTIVE DATE.** This Easement and any amendment or termination of this Easement shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

THE PARTIES hereto have executed this Easement on the date first set forth above.

"GRANTORS" JLS PROPERTIES, L.L.C., a Utah limited liability company By:  Donald E. Wallace Vice President of Managing Member, Sorventures, Inc., a Utah Corporation JORDANELLE RIDGE, INC., a Utah corporation By:  Donald E. Wallace Vice President of Operations	"GRANTEE" WASATCH COUNTY, a political subdivision of the State of Utah By:  Michael K. Davis Wasatch County Manager
---	---

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 23rd day of January, 2007, personally appeared before me Donald E. Wallace, Vice President of Managing Member, Sorventures, Inc., a Utah Corporation for JLS Properties, LLC., a Utah Limited Liability Company, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.

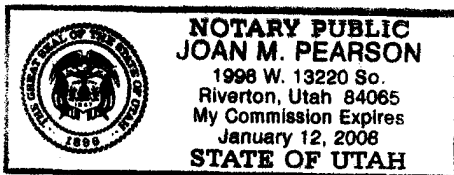



NOTARY PUBLIC

JLS/Jordanelle Ridge/Wasatch County
Open Space Easement
November 30, 2006

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

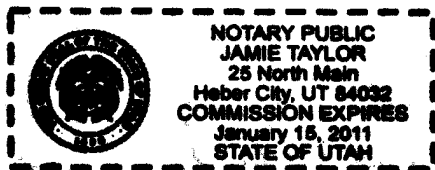
On the 23rd day of January, 2007, personally appeared before me Donald E. Wallace, Vice President of Operations of Jordanelle Ridge., Inc., a Utah Corporation, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.



Jean M. Flarson
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On the 29th day of December, 200~~7~~⁹, personally appeared before me Michael K. Davis, Wasatch County Manager, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.



Jamie Taylor

NOTARY PUBLIC

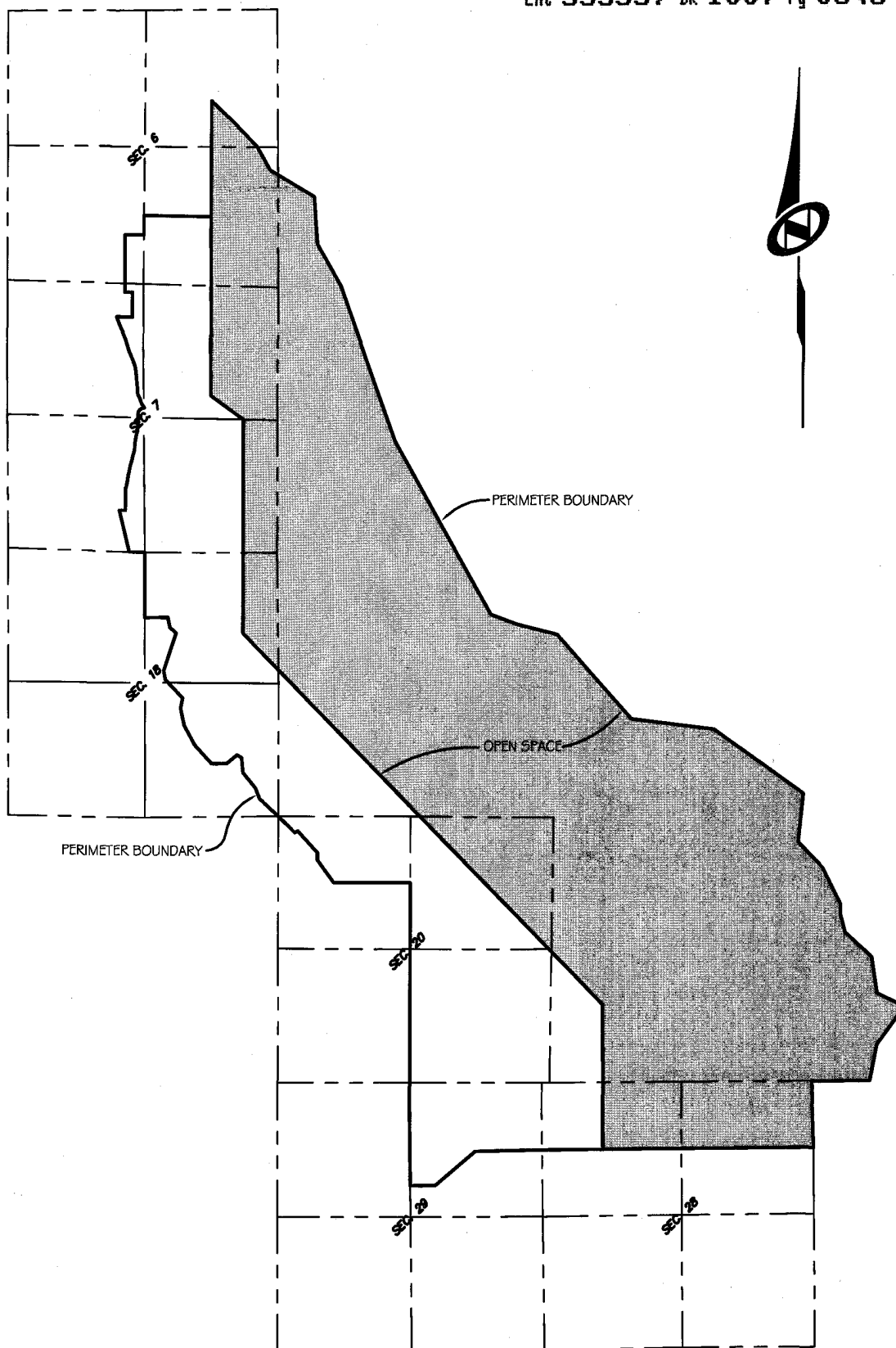
EXHIBIT "A"

(Legal Description of Open Space)

Jordanelle Ridge
Open Space Perimeter Description
(Lying in Township 3 South, Range 5 East, Salt Lake Base & Meridian)

Part of a parcel of land lying in Sections 5, 6, 7, 8, 16, 17, 18, 20, 21, 22, 28, 29 of Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point on the South line of said parcel and the South line of said Section 22 which lies West 1480 feet, more or less, from the South Quarter Corner of said Section 22 and running thence South 89°31'16" West for 1160.00 feet, more or less to the Southwest Corner of said Section 22; thence South 02°02'57" East for 1320.50 feet, more or less to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 28; thence South 89°27'16" West for 4207.13 feet more or less, thence North 00°32'44" West for 2882.82 feet, more or less; thence North 44°20'49" West for 10,299.68 feet, more or less; thence North 00°05'16" West for 4260.18 feet, more or less; thence North 54°30'53" West for 811.01 feet, more or less; thence North 00°20'14" West for 2182.34 feet, more or less; thence North 00°05'42" West for 1371.90 feet, more or less to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 6; thence North 00°05'42" West for 1372.89 feet, more or less to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 6; thence North 00°02'30" West for 916.32 feet, more or less, thence leaving the Westerly line of said parcel South 46°46'54" East 635.00 feet, more or less; thence South 43°56'54" East 660.00 feet more or less; thence South 29°56'54" East 525.00 feet more or less; thence South 59°26'54" East 1020.00 feet more or less; thence South 04°26'54" East 950.00 feet more or less; thence South 29°56'54" East 935.00 feet more or less; thence South 19°41'54" East 3270.00 feet more or less; thence South 29°11'54" East 3950.00 feet more or less; thence South 69°26'54" East 575.00 feet more or less; thence South 75°56'54" East 810.00 feet more or less; thence South 41°26'54" East 2250.00 feet more or less; thence South 82°56'54" East 1665.00 feet more or less; thence South 54°26'54" East 2200.00 feet more or less; thence South 05°53'06" West 970.00 feet more or less; thence South 43°36'54" East 715.00 feet more or less; thence South 26°26'54" East 800.00 feet more or less; thence South 00°20'54" East 210.00 feet more or less; thence South 15°11'54" East 370.00 feet more or less; thence South 47°26'54" East 715.00 feet more or less; thence South 08°26'54" East 730.00 feet more or less; thence South 64°26'54" East 610.00 feet more or less; thence South 36°03'06" West 940.00 feet more or less; thence South 10°33'06" West 735.00 feet more or less to the POINT OF BEGINNING.



NOLTE
BEYOND ENGINEERING

NEW SOUTH STATE STREET, SUITE 200
DULUTH, GA 30096
404.241.1000 TEL. 404.241.1000 FAX

MURRAY, UT 84055
WWW.NOLTE.COM

DATE: 12/21/06 TIME: 11:48:07 AM
NETWORK: SLSI
PATH: N:\SLB0134\CADD\EXHIBITS
DWG NAME: OPEN SPACE AND EXHIBITS
PLOT VIEW:
DESIGNER: JRL MGR: JMB

EXHIBIT
THAT PORTION OF JORDANELLE RIDGE PERIMETER DESCRIPTION
ANNEXED INTO NORTH VILLAGE SPECIAL SERVICES DISTRICT

PREPARED FOR: Sorenson Development

DATE SUBMITTED: Dec. 2006

SHEET NUMBER
1
OF 1 SHEETS
JOB NUMBER
SLB0134



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Heber Food Truck Court Development Agreement
RESPONSIBLE: Jacob Roberts
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Matt Hansen is requesting a development agreement to facilitate the construction of a food truck court located at 89 West 100 South. This food truck court would consist of approximately 8 food trucks, a small parking lot, bathroom facilities, and a seating area for patrons. The applicant intends for this to be a temporary use (2-5 years) until the site can be redeveloped.

RECOMMENDATION

Staff recommends approval for the proposed Development Agreement based on the findings and conditions outlined below.

BACKGROUND

The applicant has approached staff to discuss a food truck court on an empty lot located at 89 west 100 south. Staff has determined that a development agreement would be necessary to facilitate such a project due to the nature of the project and current zoning requirements. Current ordinances in both zoning and food truck regulations would prohibit such a use at this site. The Planning Commission held a public hearing on the proposed development agreement on July 22, 2025. At that meeting, the Commission expressed the desire to see more done on the part of the applicant to decrease required legislative waivers/exemptions. The Commission moved to continue the item.

The applicant then met with the Planning Commission a second time on August 12th, 2025 with an updated development agreement. The Planning Commission gave a recommendation of approval with the condition that an annual visit and evaluation be conducted by staff to ensure that all conditions of the Development Agreement were being met. The Planning Commission felt this was an appropriate condition on the basis that this use is intended to be temporary.

DISCUSSION

Staff has reviewed the application and left the following comments.

General Plan

The General Plan designation for this particular property is "Downtown" and outlines the following

uses:

Historic Core Neighborhood (HC)	Primary: SFDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches	3-15 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.
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This proposal would be consistent with the General Plan as the General Plan calls for active open spaces and commercial uses. That being said, care should be taken to ensure the impact on surrounding properties is lessened where possible.

Planning Department

The Planning Department maintains conditional approval contingent upon execution and approval of a Development Agreement (DA). The updated and revised proposal has addressed some of the previous comments but not all. The following sections of the municipal code must be addressed by the DA:

- Mobile Food Vendors (Section 18.68.608)
 - Food trucks are required to be located at a brick-and-mortar business.
- Lighting (Section 18.78)
 - All applicable lighting standards must be met or addressed in the DA
 - The applicant has specifically requested that this project not be required to follow parking lot lighting standards.
- Landscaping (Section 18.76)
 - Bare ground and dirt areas are prohibited and must be addressed in the DA
 - Additional landscaping requirements for commercial properties must be addressed.
 - The applicant has proposed street trees in planter boxes along 100 South and 100 West.
- Commercial Zones (Section 18.28)
 - A "Food Truck Court" should be listed as a permitted use for this property in the DA.
 - Ideally a "Food Truck Court" should be defined.
- Off-Street Parking and Loading (Section 18.72)
 - Parking requirements or exemptions must be addressed in the DA as there are currently no parking requirements for a food truck court.

Engineering Department

All City Engineer requirements not waived through the DA process must be satisfied prior to final

development plan approval. Applicants must respond in writing to all redlines and comments. After the new proposal Engineering Comments remain largely unchanged as staff does not have the ability to grant waivers of impact fees or requirements. Outstanding site and infrastructure concerns include:

1. Traffic Impact:

The proposed use will significantly affect nearby intersections. A traffic impact fee would typically be assessed unless waived by the legislative body. If waived, the DA must define "temporary use" and clarify when impact fees would apply in the future.

2. Water and Sewer:

One Equivalent Residential Unit (ERU) credit exists based on prior residential use. Developer claims on water use cannot be verified. Water use must be monitored annually, and any usage exceeding one ERU should trigger an impact fee. This requirement must be included in the DA.

3. ADA Access:

Applicant must coordinate with the Building Department to ensure ADA-compliant access to the food court and restrooms from the parking lot. The new plan includes an ADA route throughout the site.

4. Storm Water Design:

The site must comply with the City's Storm Water Design Manual unless the DA waives this requirement for a defined temporary use.

5. Street Improvements:

Typical commercial requirements include widened asphalt, curb, gutter, and sidewalk improvements along adjoining streets. If these are not provided, the legislative body must waive them through the DA.

6. Road Dedication and Survey:

Dedication may be required if property lines extend into the public right-of-way or if gaps and overlaps in property deeds exist. No survey map was submitted with the concept plan. If required, a waiver must be addressed in the DA.

Details of updated proposal for a temporary Downtown Heber Food Truck Court.

Following the feedback received from the Planning Commission on July 22nd, the applicant has submitted revised plans. The following is a summary of the new proposed Development Agreement. Please see attached document "Proposal for a Temporary Food Truck Court." The new proposal addresses issues such as:

1. Defining "temporary use" as a maximum of five (5) years and establishing a sunset clause as well as a 1-year check-in to establish compliance with the DA.
2. Construction of restroom facilities to take place no later than the 1-year checkpoint. Temporary restroom facilities will be used up until that point.
3. Other sections of the code, such as landscaping, parking and lighting.
4. ADA accessibility.
5. Privacy Fence will be installed on the East and South property lines.

The applicant also provides details for engineering requests such as traffic impact and water and power usage.

The applicant outlines the requested waivers as follows:

1. Requesting a waiver of the requirement of Sec. 8-68-608 D-1a that requires food trucks to be located at "an existing brick and mortar business."
2. Requesting a waiver of all Impact Fees until a future commercial project and building is constructed on this property. This property previously had a home on it, with "grandfathered" impact fees for that use. Estimated utility use for 8 food trucks is not expected to exceed the average use of a single-family house for sewer, water, and power. No other food trucks or food truck courts have paid any impact fees to Heber City.
3. Requesting a waiver of landscaping regulations and street tree requirements, since this is a use that will expire within 5 years. The entire site will be covered with compacted road base and decorative gravel. Applicant agrees to install six 3'x3' planter boxes as shown on the submitted site plan, each with an ornamental tree and perennial flowers.
4. Requesting a waiver of any required parking lot lighting. Lighting on the site will comply with Sec 18.78.
5. Requesting a waiver of following the Heber City Storm Water Design manual. The site is nominally ¼ acre, with very little impervious area. The food truck court will not produce any greater runoff than the previous house, driveway, and yard had.
6. Requesting a waiver of any requirement to expand or improve the adjoining streets of 100 West and 100 South. This includes asphalt, sidewalk, curb and gutter. Also includes any dedication for more right-of-way beyond the current width of 82.50 feet.
7. Request return of the \$2300 escrow fee paid to city for external consultants. Already paid \$3000 Fee for the Development Agreement.

Please see attached agreement proposal for full details.

FISCAL IMPACT

N/A

CONCLUSION

In conclusion, many of the original reviews by staff remain. Some concerns have been addressed, but the proposal will still require a Development Agreement to accomplish the project. Staff has recommended a positive recommendation based on the General Plan designation of this area, but attention should be paid to decrease the impact on neighbors. The Development Agreement as written and attached to this report has been reviewed by staff and allowed to go forward for approval by the Council.

Findings:

1. The proposed Food Truck Court is in compliance with the General Plan based on the "Downtown" designation of this parcel and the approved land uses that include active open space and commercial uses.
2. The proposed Food Truck Court will require an approved Development Agreement to allow for the project to move forward.
3. The Planning Commission held a public hearing on July 22nd 2025 and moved to continue the item.
4. The Planning Commission provided a positive recommendation on August 12th 2025 with the condition that annual inspections of operations, traffic, impacts and compliance be conducted.

Conditions:

A Development Agreement is executed and addresses all concerns of staff including but not limited to,

1. Landscaping
2. Lighting
3. Parking
4. Land Use & Requirements of the C-3 Commercial Zone
5. Traffic Impact
6. Utility Impact
7. Impact Fees
8. Definition of a Temporary Use
9. Establishing a date for when the use will sunset
10. Establishing check-in dates for when the development will be inspected for compliance.

As the applicant has requested a development agreement to facilitate this project, the ultimate decision to grant the requested waivers will fall to the City Council.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

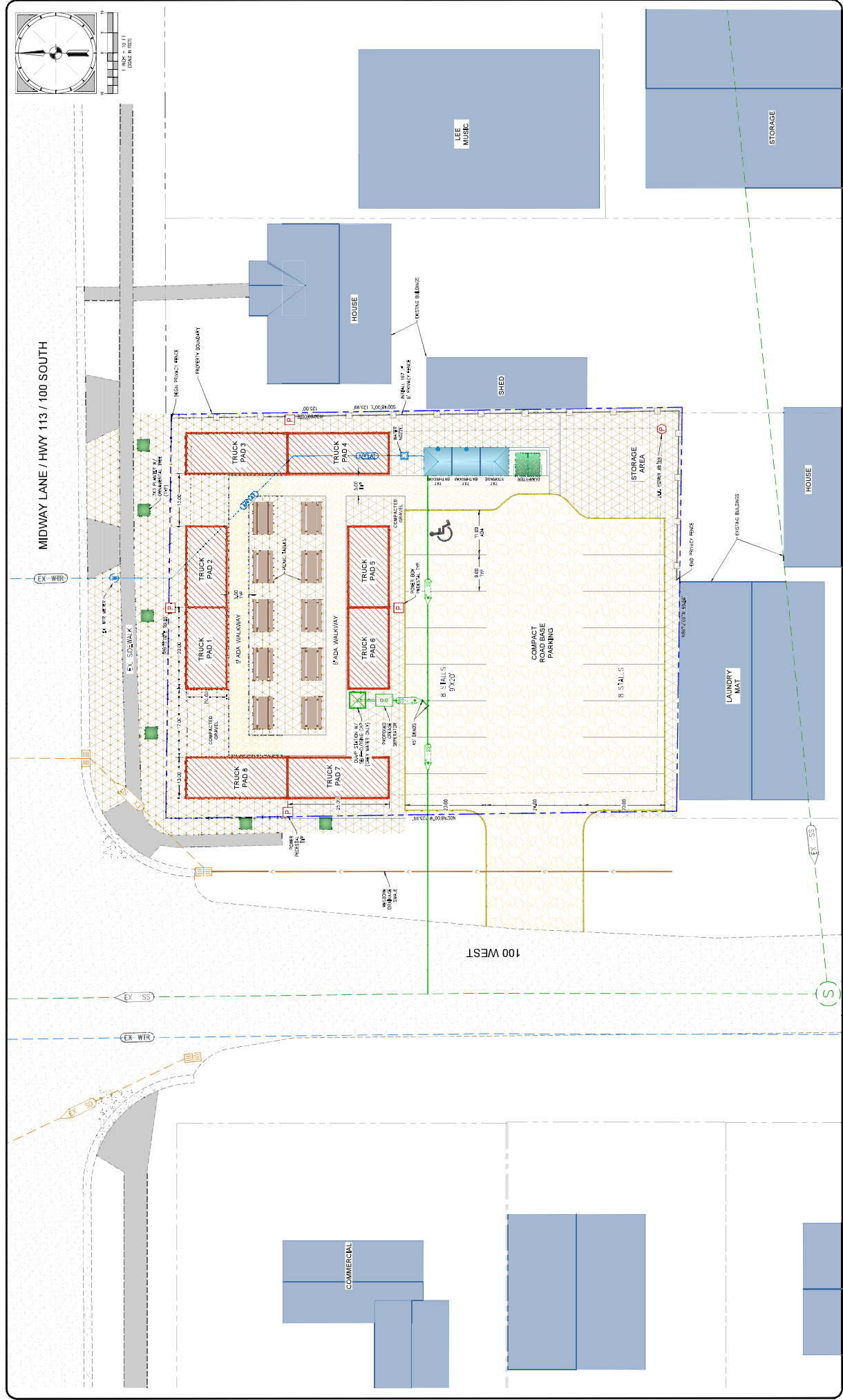
I move approve the **Development Agreement for the Downtown Heber Food Truck Court** as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

Department: Planning
Staff member: Jacob Roberts, Planner

EXHIBITS

1. FOOD TRUCK COURT SITE PLAN
2. PROPOSAL FOR A TEMPORARY FOOD TRUCK COURT (REVISED)
3. Food Truck Court - Development Agreement Final for Packet 9.10 - 4908-1647-7544 - 1



CONCEPT SITE PLAN DOWNTOWN HEBER FOOD TRUCK COURT		DRAWN BY: SFS REVIEWED BY: MFJ SCALE: 1" = 10' ISSUE DATE: 6/25/2025	COPYRIGHT © 2025 ATWELL 16 WEST 100 SOUTH - 4TH FLOOR, SUITE 401, HEBER, UT 84302 435.863.1234 WWW.ATWELL.COM
PREPARED FOR: BIGMAKKS, LLC.	PROJECT: PARCEL 04-7576 89 WEST 100 SOUTH	SHEET: 1 OF 1	

**PROPOSAL FOR A TEMPORARY
DOWNTOWN HEBER FOOD TRUCK COURT
AT 98 WEST 100 SOUTH (IN THE C-3 COMMERCIAL ZONE)**

The property owner / applicant desires to develop a new commercial project within five years, but is waiting for adjacent and other parcels on the block to also be redeveloped. This correlates closely with the City's vision of future commercial and mixed-use development on this block, including the future mid-block pedestrian street.

In the meantime, the applicant desires to put the property to good use by attracting eight local food trucks to gather in a food truck court, using the existing power, water, and sewer connections that are available on the property. The property owner will manage the maintenance and utilities for the property. This temporary use will offer a variety of different culinary options for lunch, dinner, and nighttime noshes to people working and living in the downtown area, or traveling between Heber and Midway.

A Development Agreement is requested for this temporary use because the current Heber City code (18.68.608) generally requires food trucks to be located on private property that contains "an existing brick and mortar business." This property complies in all other ways, except that single requirement.

Below is a summary of this temporary development plan for the Downtown Heber Food Truck Court:

**THE PROPOSED FOOD TRUCK COURT WILL HAVE A MAXIMUM OF EIGHT FOOD TRUCKS.
THIS WILL BE AN APPROVED USE FOR UP TO FIVE YEARS.**

1. Applicant requests a Development Agreement with a five-year sunset (December 2030) and agrees to a city review after one full year of operation (January 2026) to reassess water and sewer use, traffic and parking. Per that review, Applicant is willing to pay impact fees for water and sewer usage beyond a typical single-family home, and to address other issues as the city directs.
2. This property is 0.29 acres in the Downtown Commercial C-3 Zone.
3. Hours of operation will be 11 AM to 9 PM (or less.)
4. On site parking for 16 cars in a parking area of compacted road base; access will be from 100 West. One ADA stall will be posted, per Building Dept. On-street parking adjacent on 100 South and 100 West is also available, which are commercial streets.
5. Per discussions with the Building Dept., ADA access will be provided on the site from the ADA parking stall to each food truck pad and to the ADA bathroom.
6. There is already a power meter on the property from the original house. Power pedestals will be provided for each truck; GENERATORS WILL BE PROHIBITED. Power hookups will be run underground to each food truck pad. Power bill will be paid by the property owner.

7. Two temporary bathrooms (one will be ADA compliant) will be provided and maintained on site. A site-built (semi-permanent) bathroom building, connected to water and sewer, will be constructed by June 1, 2026.
8. A common trash dumpster will be provided on site, at the rear of the parking area, within an enclosed structure. Property Owner will keep the site and park strips free of weeds, debris, and trash.
9. There is an existing city-standard water meter. An RV-style culinary water supply will be installed on site for the food trucks to use to fill their on-vehicle water tanks. Water bill will be paid by the property owner. Water usage will be reviewed in January, 2026 and property owner agrees to pay an impact fee for annual water and sewer usage greater than what is assessed for a single-family home.
10. An RV-type wastewater disposal site, with a city-approved oil/grease separator, will be installed and connected to the existing sewer lateral. This will only be used for “grey water” from the food trucks. Food trucks will be able to empty their grey water tanks every few days by connecting their drain hose to the disposal site. Monthly sewer bill will be paid by the property owner. The oil/grease separator will be maintained by the property owner per the HC FOG ordinance (Code Sec 13.08.)
11. Per WC Fire District, all applicable ICC and NFPA codes for Food Trucks shall be followed.
12. Applicant agrees to install a solid privacy fence along the east and south property lines (except along the solid wall of the laundromat building).
13. Applicant agrees to reconstruct the drainage swale along the frontage on 100 West.
14. Applicant agrees to install four planter boxes along 100 South and two planter boxes along 100 West. Each planter will be at least 3'x3' and contain an small ornamental tree and various flowers.

CITY ENGINEERING DEPT ITEMS:

Culinary Water: Conversations with three local food truck owners have revealed that they all use between 10- 20 gallons of water each day of operation. This is mostly for washing hands and keeping counters clean. Most food preparation is done off-site. Truck #1 has a 30-gallon tank that they refill every 3 days. Truck #2 has a 30-gallon tank that is refilled every second day. Truck #3 has a 50-gallon tank that he tops off every second day. Using the high number of 20 gallons per day, eight food trucks would be anticipated to use a maximum 160 gallons of water per day, which is lower than the average ERU in Heber City (about 200 gallons per day.) An impact fee should not be required.

Sewer: This is the same calculation as the water usage. An on-site RV- wastewater disposal location is proposed, to be used by each truck for grey water disposal. The anticipated use is 160 gallons per day (8 trucks x 20 gal.) which is less than 1 ERU. An impact fee should not be required.

Press. Irrigation: Since the proposed Food Truck Court will be a temporary use, the property owner proposes to install road base and decorative gravel on the property. The park strips along 100 West and 100 South will have xeriscaping in the form of decorative gravel over landscaping fabric. No connection to the city irrigation system is available or needed. An impact fee should not be required.

Storm Drainage: No new impervious areas are anticipated for this temporary use. All storm water is expected to percolate into the gravel on site. An impact fee should not be required.

Parks/Trails: No impact fees are charged for commercial uses.

Streets: A study in 2010 in Oregon by ITE shows that a food truck court with 8 trucks would be anticipated to generate about 84 vehicle trips during the peak hour (lunch hour or dinner hour.) For the anticipated daily service, a 2.5x that number is a good estimate for the entire day. Using the HC impact fee of \$271 per trip, the calculated impact fee of \$57,000 is impossible to pay by the applicant for this temporary use. Applicant is requesting an exception to this impact fee, since the use is temporary, and no other food trucks have ever been charged an impact fee of any kind.

Public Safety: Only a small 7' x 21' structure is proposed for the two bathrooms and storage room. The HC Public Safety Impact Fee is \$0.59 per sqft. The total PS impact fee could be calculated to be 147 sqft x 0.59 = \$87. This fee is requested to be exempted since the use is temporary and no other food trucks have been charged this fee.

REQUESTED WAIVERS:

1. Requesting a waiver of the requirement of Sec. 8-68-608 D-1a that requires food trucks to be located at “an existing brick and mortar business.”
2. Requesting a waiver of all Impact Fees until a future commercial project and building is constructed on this property. This property previously had a home one it, with “grandfathered” impact fees for that use. Estimated utility use for 8 food trucks is not expected to exceed the average use of a single-family house for sewer, water, power. No other food trucks or food truck courts have paid any impact fees to Heber City.
3. Requesting a waiver of landscaping regulations and street tree requirements, since this is a use that will expire within 5 years. The entire site will be covered with compacted road base and decorative gravel. Applicant agrees to install six 3’x3’ planter boxes as shown on the submitted site plan, each with an ornamental tree and perennial flowers.
4. Requesting a waiver of any required parking lot lighting. Lighting on the site will comply with Sec 18.78.
5. Requesting a waiver of following the Heber City Storm Water Design manual. The site is nominally ¼ acre, with very little impervious area. The food truck court will not produce any greater runoff than the previous house, driveway, and yard had.
6. Requesting a waiver of any requirement to expand or improve the adjoining streets of 100 West and 100 South. This includes asphalt, sidewalk, curb and gutter. Also includes any dedication for more right-of-way beyond the current width of 82.50 feet.
7. Request return of the \$2300 escrow fee paid to city for external consultants. Already paid \$3000 Fee for the Development Agreement.

When recorded return to:

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

Parcel No. 00-0004-7576

DEVELOPMENT AGREEMENT (Temporary Food Truck Court)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this 16th day of September, 2025, by and between **Heber City**, a Utah municipality (“City”), and **Jared McKean Theler**, an individual (“Owner”). Owner and City are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of approximately 0.29 acres of real property located at 89 West 100 South, Heber City, Utah, which is designated as Parcel No. 00-0004-7576, and more particularly described as follows:

North 125.99 feet of the West Half of Lot 3, Block 66, Heber City Survey

(the “Property”); and

WHEREAS, Owner acknowledges that City intends to rezone the Property to be part of a revitalized downtown commercial and residential zone consisting of restaurants, shopping and residential development; and

WHEREAS, Owner and City agree that redevelopment of the Property will likely not occur for a few years, and in the interim, Owner desires to develop and operate the Property as a temporary food truck court (the “Food Truck Court”); and

WHEREAS, City has approved the temporary use of the Property as a Food Truck Court subject to the terms and conditions of this Agreement.

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

AGREEMENT

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

1. **Zoning.** The Property is currently zoned as C-3 Commercial Zone. Owner acknowledges that a permanent food truck court would not be an allowed use on the Property, and City's approval of the Food Truck Court is conditioned on it being a temporary use as set forth in this Agreement.
2. **Review of Operations.** City staff shall conduct a review of the Food Truck Court after one (1) full year of operation, and annually thereafter during the term of this Agreement. The review shall evaluate water, sewer, parking, and nuisance impacts including traffic, cleanliness, noise, and lighting. Subject to the vested rights herein, Owner shall make all changes requested by the City to mitigate concerns or issues related to parking and nuisance impacts including traffic, cleanliness, noise, and lighting.
3. **Permanent Bathroom.** Owner shall install an ADA compliant permanent bathroom facility on the Property prior to operation of the Food Truck Court. Temporary bathrooms are allowed until June 1, 2026.
4. **Required Parking.** Owner shall provide no less than sixteen (16) onsite parking stalls, including one (1) ADA accessible stall.
5. **Building Department Compliance.** Owner shall comply with all conditions imposed by the Building Department, including compliance with ADA requirements.
6. **Hours of Operation.** The Food Truck Court shall only allow the sale of food between the hours of 11:00 a.m. and 9:00 p.m., and the Food Truck Court shall close at 9:30 p.m.
7. **Privacy Fence.** Owner shall install and maintain a privacy fence along the east and south property lines, except along the shared property line with the laundromat building.
8. **Prohibition of Generators.** The use of generators on the Property is prohibited.
9. **Oil/Grease Separator.** Owner shall install and maintain an oil/grease separator in compliance with the City's FOG Ordinance, including the provision of an approved wastewater disposal site.
10. **Solid Waste.** Owner shall provide dumpsters enclosed in a manner consistent with the requirements of the C-3 Commercial Zone.

11. **Drainage Swale.** Owner shall reconstruct the drainage swale along the frontage of 100 West to and make other drainage improvements if necessary to address ponding.
12. **Planter Boxes.** Owner shall install six (6) planter boxes along the private portion of the Property frontage, or as otherwise agreed by the City, each measuring three feet by three feet (3' x 3') and containing a small ornamental tree and seasonal flowers. Planter boxes shall not interfere with intersection and driveway visibility triangles.
13. **Lighting.** Any lighting installed on the Property shall comply with the City's Dark Sky Ordinance.
14. **Driveway/Access Location.** Driveway location into the property shall be along 100 West and be located near the south property line to keep the access as far from 100 South as possible.
15. **Property Dedication.** Owner shall dedicate to City a small triangle of property (approximately 110 sq.ft.) needed by City for a future sidewalk radius at the northwest corner of the Property.
16. **Waiver of Requirements.** City agrees to waive the following requirements of the C-3 Commercial Zone:
 - a. **Brick-and-Mortar Requirement.** City waives the requirements of Heber City Code Section 8-68-608 D-1a, which requires food trucks to be located at an existing brick-and-mortar business.
 - b. **Landscaping Requirements.** Except as otherwise set forth herein, City waives all landscaping and street tree requirements due to the temporary nature of the use. In lieu of standard landscaping, the entire site will be surfaced with compacted road base and decorative gravel.
 - c. **Parking Lot Lighting.** City waives all requirements related to parking lot lighting standards. Any lighting installed shall comply with Heber City Code Section 18.78 (dark sky requirements).
 - d. **Storm Water Design Manual.** City waives compliance with the Heber City Storm Water Design Manual. The ¼-acre site, with minimal impervious surface, will likely not generate greater runoff than the previous single-family residential use.
 - e. **Street Improvements.** City waives the requirement to expand or improve adjoining streets (100 West and 100 South), including asphalt, sidewalk, curb, or gutter.
17. **Vested Rights.** The Parties intend that this Agreement grants to Owner the temporary right to utilize the Property as a food truck court subject to the terms and conditions in this Agreement. Nothing in this Agreement shall be construed to limit the City's ability to rezone the Property during the term of this Agreement, provided that such rezoning shall not limit or restrict the Owner's rights set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.3. **Owner’s Exclusive Remedy.** Owner’s sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City’s obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

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

20. **Fees.** Water and sewer usage will be assessed after one full year, and impact fees for water and sewer will be paid by Owner if the use exceeds the use of a typical single-family residence (one E.R.U.). Except for water and sewer impact fees, City shall not require Owner to pay impact fees related to the Food Truck Court. City further agrees to return to Owner any unused portion of the \$2,300 escrow fee paid to City by Owner for external services associated with the Development Agreement Application. Owner shall be required to pay all permit fees, building permit fees, inspection fees, or other fees imposed by the City as set forth in the City Code and the City’s consolidated fee schedule.

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

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

23. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement, including the right to operate the Food Truck Court, expire at the end of the Term, or upon termination of this Agreement, whichever occurs earlier. Owner specifically acknowledges and agrees that the right vested herein are temporary in nature, that the Property will be subject to the zoning and zoning restrictions that have been adopted by the City upon termination of this Agreement, and the uses, structures and other rights granted herein will not be grandfathered after termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

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

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

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

The City:

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

Owner

Jared McKean Theler
91-1116 KAI OIO STREET
EWA BEACH, HI 96706-6285

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2025.

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this _____ day of _____, 2025.

Jared McKean Theler

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2025, personally appeared before me
Jared McKean Theler, who duly acknowledged to me that he executed the foregoing
document.

NOTARY PUBLIC



Heber City Council Staff Report

MEETING DATE: 9/16/2025
SUBJECT: Consolidated Fee Schedule Amendment to Update Cemetery Fee Schedule Columbarium Niche Pricing
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Community Vibrancy

SUMMARY

The Heber City cemetery/parks administration building and columbariums project is expected to receive a certificate of occupancy by the end of September '25. The cemetery fee schedule is now in need of being updated to reflect updated Project costs. A public hearing must be held prior to amending the City's Consolidated Fee Schedule. This should be done prior to the completion of the columbariums which is expected in the last week of September '25.

RECOMMENDATION

Establish a special meeting for the purpose of holding a public hearing and amending the City's Consolidated Fee Schedule, specifically to update the cemetery fee schedule's niche pricing.

BACKGROUND

In 2024 the Heber City Council amended the cemetery fee schedule by adding niche fees for the new columbariums. By establishing fees prior to the commencement of construction, it was anticipated that the cemetery could get a jump start on columbarium niche sales. The niche fees were based on generating \$2,500,000 in revenues that were projected to be sufficient to cover the low bid cost award for constructing the building and columbariums of \$4,050,000.

The Project finance plan approved by the City Council at that time was the GF was going to subsidize the project to the tune of \$2.75M. Niche sales would generate \$2.5M covering Fund 71 and Fund 48 loans, and providing an additional \$1.2M to the cemetery perpetual care fund. The staff report from early spring '24 meeting contained the following information:

Funding Sources:

Fund 42-Capital Projects Fund:	\$2,500,000 (initial Project Budget)
Fund 42-Capital Projects Fund:	\$250,000 (additional Fund 42 resources)
Fund 71: Cemetery Perpetual Care Fund:	\$800,000
Fund 48: Transportation Tax Fund:	\$500,000
Total:	\$4,050,000

As proposed above, Funds 48 and 71 would loan Fund 42 \$1,300,000 to complete the project. The loans would be established as interfund payables with interest, which would be approved by the City Council, via resolution, during June 18, 2024 Council meeting. The interfund payables resolution will require a public hearing prior to its adoption- the advertising requirements for the public hearing, the public hearing and adoption of the interfund payables resolution will take place on June 18. The funding strategy requires pledging \$2,500,000 in projected niche sales for repayment of the interfund payables from Funds 48 and 71. Niche revenues in excess of the interfund payables would be dedicated to Fund 71, which is estimated to be \$1,200,000. This estimate would increase the Perpetual Care Fund reserve to \$2,000,000, which is \$1,200,000 above the current reserve estimate of \$800,000.

The City Council did approve the interfund loans as detailed above.

DISCUSSION

Total Project costs are estimated to sum to \$5,480,078.79. Of this amount, total cemetery administration and columbarium construction costs sum to \$4,903,546.96. The original cemetery administration and columbarium budget for construction costs increased by \$862,089.96 based on the nine (9) approved change orders below.

Project Amendments:

<u>Contractor</u>	<u>Date Approved</u>	<u>Amount</u>	<u>Purpose</u>
Jardene Malaska (JMCS)	8/21/2024	\$294,840.00	RFC1: 2nd Columbarium
Jardene Malaska (JMCS)	3/12/2025	\$81,313.46	RFCs 2-5: Low voltage, fire line, etc.
Jardene Malaska (JMCS)	4/10/2025	\$374,500.00	RFC 6: Surface Improvements: new road off Heritage Farms Pkwy
Jardene Malaska (JMCS)	5/20/2025	\$74,395.00	RFC 7: Pump House
Jardene Malaska (JMCS)	6/18/2025	\$24,695.00	RFC 8: Fountains
Jardene Malaska (JMCS)	8/27/2025	\$12,346.50	RFC 9: Sand Stone Veneer
Total CO: \$862,089.96			
Initial Budget for Adm. & Columbariums: \$4,041,457.00			
Total Amended Budget: \$4,903,546.96			

To cover total Project costs in excess of the general fund's contribution of \$2,750,000.00, the columbarium niche fees must be increased. Staff is recommending Proposal 2 which is projected to generate between \$200,000 and \$500,000 above the expected final Project cost. Proposal 2 is also competitive with private sector niche pricing.

Value Niches	Current	*Proposal 1	>Proposal 2
Resident	\$1,600.00	\$1,990.00	\$2,140.00
Non-Resident	\$2,000.00	\$2,189.00	\$2,439.00
Resident Companion	\$3,200.00	\$3,582.00	\$3,652.90

Non-Resident Companion	\$4,000.00	\$4,400.00	\$4,111.10
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Standard Niches

Resident	\$1,920.00	\$2,490.00	\$2,615.00
Non-Resident	\$2,400.00	\$2,739.00	\$2,964.00
Rewident Companion	\$3,840.00	\$4,482.00	\$4,507.00
Non-Resident Companion	\$4,800.00	\$4,930.20	\$5,056.00

Premium Niches

Resident	\$2,240.00	\$3,090.00	\$3,185.00
Non-Resident	\$2,800.00	\$3,399.00	\$3,594.00
Rewident Companion	\$4,480.00	\$5,562.00	\$5,533.00
Non-Resident Companion	\$5,600.00	\$6,118.20	\$6,190.00

*Non-resident is priced 10% above resident niche fees of Proposal 1.

> Resident priced at .95% of Proposal 1 and non-resident priced at 1.05% of Proposal 1

The columbarum niche fees adopted by the Council in '24 included engraving, innichement, and endowment care fees. Staff is recommending that innichement fees be removed from the niche fee and become a stand-alone fee--similar to what is charged for burial plots. Basic engraving costs and preputal care fees would remain in the niche fee. This fee arrangement is consistent with those found in the private sector. New fees are outlined in the attached cemetery fee schedule.

FISCAL IMPACT

Staff's recommended niche pricing is expected to generate \$3,200,000 in sales. This represents approximately \$200,000 to \$500,000 above total Project costs. Innichement fees are expected to generate approximately \$450k and the built-in endowment care fees are expected to generate approximately \$390,000.

CONCLUSION

Its vital that niche fees adotped in '24 be amended to generate additional revenue needed to cover total Project costs. A public will have to be noticed prior to taking action on amending the cemetery fee schedule. Staff suggests holding a special meeting prior to the completion of the columbariums.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager

EXHIBITS

1. Cemetery Fee Schedule 91525
2. 2025 Niche Pricing Evaluation
3. Project Amendments

Heber City Cemetery Fee Schedule

SERVICE		FEE
Grave Purchase "<u>Value</u>"		
	Resident:	\$1,200.00 Effective 07/01/2022
	Non-Resident:	\$1,800.00 Effective 07/01/2022
Grave Purchase "<u>Standard</u>"		
	Resident:	\$1,400.00 Effective 07/01/2022
	Non-Resident:	\$2,600.00 Effective 07/01/2022
Grave Purchase "<u>Upright</u>"		
	Resident:	\$1,800.00 Effective 07/01/2022
	Non-Resident:	\$3,400.00 Effective 07/01/2022
Grave Purchase "<u>Infant Section Only</u>"		
	Resident:	\$175.00 Effective 07/01/2022
	Non-Resident:	\$300.00 Effective 07/01/2022
Opening/Closing (Weekdays)		
	Resident:	\$650.00
	Non-Resident:	\$850.00
Opening/Closing (Weekends)		
	Resident:	\$1,100.00
	Non-Resident:	\$1,300.00
Infant/Cremaains Opening/Closing (Weekdays)		
	Resident:	\$350.00
	Non-Resident:	\$450.00
Infant/Cremaains Opening/Closing (Weekends)		

Heber City Cemetery Fee Schedule

	Resident:	\$800.00
	Non-Resident:	\$900.00
Disinterment		
	Full Body	\$2,500.00 Effective 07/01/2022
	Infant	\$1,000.00 Effective 07/01/2022
	Cremains	\$500.00 Effective 07/01/2022
	Niche	\$500.00 Effective 07/01/2022
Transfer Fee: Per Lot		\$200.00
Overtime Fee - Per 1/2 hour Any service arriving 3:30 pm or later = OT charge		\$100.00 Effective 07/01/2022
Quick Claim Deeds (per transfer)		\$200.00
Headstone Inspection Fee		\$25.00
*Headstone Removal Fee		
	Flat or Wedge	\$200.00
	Upright	\$400.00
*Large Headstones may require removal through outside contracting company. Fee amount determined by the contractor.		
*Heber City is not be responsible for damage to headstones during the removal of headstones or the opening of graves.		
Cremation Niche (Near Maintenance Shed)		
<u>*Purchase of cremation niche includes: Basic engraving which includes name and dates only.</u>		
Rows A & B (top two rows)		
	Resident:	\$1,430.00 \$1,630.00 Effective 07/01/2022
	Non-Resident:	\$2,360.00 \$2,660.00 Effective 07/01/2022
Rows C & D (bottom two rows)		

Heber City Cemetery Fee Schedule

	Resident:	\$1,100.00 \$1,300.00 Effective 07/01/2022
	Non-Resident	\$1,815.00 \$2,115.00 Effective 07/01/2022
Opening & Closing NicheInnichement (Weekdays)		
	Resident:	\$200.00 \$300.00 Effective 07/01/2022
	Non-Resident:	\$300.00 \$400.00 Effective 07/01/2022
Opening & Closing NicheInnichement (Weekends)		
	Resident:	\$450.00 \$500.00 Effective 07/01/2022
	Non-Resident:	\$550.00 \$600.00 Effective 07/01/2022
Endowment Care Fee		
	Single Niche	\$125.00
Innichement FeeSpecial Engraving, Design Or Emblem		
	Single NicheSingle	\$400.00
	Companion	
	Saturday	
	Sunday/	
Columbariums NiehI & II Nichese		
*Purchase of cremation niche includes: Basic engraving which includes name and dates only.		
Effective 9/3/2024		
Row A-C Value	Top Three Rows	
	Resident	\$1600 \$2,140.00
	Non Resident	\$2000 \$2,439.00
	Resident Companion	\$3200 \$3,652.00

Heber City Cemetery Fee Schedule

	Non Resident Companion	\$4000 \$4,111.00
Row D, J-L Standard		
	Resident Discount	\$1920 \$2,615.00
	Non Resident	\$2400 \$2,964.00
	Resident Companion Discount	\$3840 \$4,507.00
	Non Resident Companion	\$4800 \$5,056.00
Row E -I Premium		
	Resident Discount	\$2240 \$3,185.00
	Non Resident	\$2800 \$3,594.00
	Resident Companion Discount	\$4480 \$5,533.00
	Non Resident Companion	\$5600 \$6,190.00
Row J-L Standard		
	Resident Discount	\$1920
	Non Resident	\$2400
	Resident Companion Discount	\$3840
	Non Resident Companion	\$4800
Innichement (Weekdays)		
	Resident:	\$300.00
	Non-Resident:	\$400.00
Innichement (Weekends)		
	Resident:	\$500.00
	Non-Resident:	\$600.00
Special Engraving, Design or Emblem		
	Single Niche	\$400.00
	Companion Niche	\$600.00

Heber City Cemetery Fee Schedule

Cemetery ~~Information~~Rules/Criteria/Information:

- Size of Niche Urns: ~~m~~ust be 10 1/2" x 10.5" or smaller.
- Cremations: ~~M~~ust be in a plastic, metal, or concrete container.
- Burial Limitations: No burials may be scheduled Friday ~~through~~- Tuesday of Memorial Day ~~w~~Weekend.
- No ~~S~~unday bBurials: ~~Not allowed~~, unless there is a cultural or religious justification. ~~reason to do so.~~
- No ~~d~~ouble bBurials: ~~Not are a~~ allowed unless one or both are a cremation - only one headstone is allowed.
- Graveside sServices: ~~h~~ Have a ~~90-minute~~90-minute time limit, after which an overtime fee ~~will apply~~s.
- Service Completion: All services must be completed by 4:00 pm. ~~to allow staff to close the grave.~~
- Upright hHeadstones: ~~are o~~Only allowed in specific areas ~~reference cemetery map for details.~~
- Flat hHeadstones: ~~Shall be must be~~ flush with the ground, wedge stones are considered upright.
- Resident: Defined as those ~~Only those currently~~ living within ~~the Heber~~Heber City incorporated limits ~~are considered City residents.~~
- Non-Resident: Those living outside of Heber City incorporated limits, including unincorporated in Wasatch County. ~~are considered non-residents, and must pay the non-resident rates.~~
- Other than engravings approved by the Cemetery, no other items may be attached to the niche.
- Headstone Dimensions:
Single grave - 48"x 32"/
Double stone 96" x 32"
- From time-to-time the Cemetery may reduce Columbarium Niches prices as part of a purchase agreement that is approved by the City Council or general sale reduction that is set for a limited time and available to all residents and/or non-residents.

Heber City Cemetery Columbarium Niche Pricing Evaluation

We used \$4,800,000 as the cost of construction and break even point in this evaluation. This evaluation shows current pricing, break even pricing, and pricing with various profit levels.

<u>Individual Niches</u>					<u>Total Revenue and Profit/Loss</u>	<u>Companion Niches</u>				
<u>Current Pricing</u>						<u>Current Pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>		<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>		
Value	144	\$ 1,600.00	\$ 230,400.00		Value	90	\$ 3,040.00	\$ 273,600.00		
Standard	192	\$ 1,920.00	\$ 368,640.00		Standard	120	\$ 3,648.00	\$ 437,760.00		
Premium	240	\$ 2,240.00	\$ 537,600.00		Premium	150	\$ 4,256.00	\$ 638,400.00		
Total	576		\$ 1,136,640.00	\$ 2,486,400.00	\$ (2,313,600.00)	360		\$ 1,349,760.00		
<u>Break Even Pricing</u>					<u>Total Revenue and Profit/Loss</u>	<u>Break Even Pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>			<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>	
Value	144	\$ 3,100.00	\$ 446,400.00		Value	90	\$ 5,550.00	\$ 499,500.00		
Standard	192	\$ 3,800.00	\$ 729,600.00		Standard	120	\$ 6,850.00	\$ 822,000.00		
Premium	240	\$ 4,500.00	\$ 1,080,000.00		Premium	150	\$ 8,150.00	\$ 1,222,500.00		
Total	576		\$ 2,256,000.00	\$ 4,800,000.00	\$ -	360		\$ 2,544,000.00		
<u>20% profit Pricing</u>					<u>Total Revenue and Profit/Loss</u>	<u>20% profit Pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>			<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>	
Value	144	\$ 3,720.00	\$ 535,680.00		Value	90	\$ 6,660.00	\$ 599,400.00		
Standard	192	\$ 4,560.00	\$ 875,520.00		Standard	120	\$ 8,220.00	\$ 986,400.00		
Premium	240	\$ 5,400.00	\$ 1,296,000.00		Premium	150	\$ 9,780.00	\$ 1,467,000.00		
Total	576		\$ 2,707,200.00	\$ 5,760,000.00	\$ 960,000.00	360		\$ 3,052,800.00		
<u>25% profit Pricing</u>					<u>Total Revenue and Profit/Loss</u>	<u>25% profit Pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>			<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>	
Value	144	\$ 3,875.00	\$ 558,000.00		Value	90	\$ 6,937.50	\$ 624,375.00		
Standard	192	\$ 4,750.00	\$ 912,000.00		Standard	120	\$ 8,562.50	\$ 1,027,500.00		
Premium	240	\$ 5,625.00	\$ 1,350,000.00		Premium	150	\$ 10,187.50	\$ 1,528,125.00		
Total	576		\$ 2,820,000.00	\$ 6,000,000.00	\$ 1,200,000.00	360		\$ 3,180,000.00		
<u>Scenario A - \$700K above current pricing</u>					<u>Total Revenue and Profit/Loss</u>	<u>Scenario A - \$700K above current pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>			<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>	
Value	144	\$ 1,990.00	\$ 286,560.00		Value	90	\$ 3,582.00	\$ 322,380.00		
Standard	192	\$ 2,490.00	\$ 478,080.00		Standard	120	\$ 4,482.00	\$ 537,840.00		
Premium	240	\$ 3,090.00	\$ 741,600.00		Premium	150	\$ 5,562.00	\$ 834,300.00		
Total	576		\$ 1,506,240.00	\$ 3,200,760.00	\$ (1,599,240.00)	360		\$ 1,694,520.00		
<u>Scenario B - \$1.4M above current pricing</u>					<u>Total Revenue and Profit/Loss</u>	<u>Scenario B - \$1.4M above current pricing</u>				
<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>			<u>Niche Type</u>	<u>Qty</u>	<u>Price</u>	<u>Revenue</u>	
Value	144	\$ 2,365.00	\$ 340,560.00		Value	90	\$ 4,257.00	\$ 383,130.00		
Standard	192	\$ 2,965.00	\$ 569,280.00		Standard	120	\$ 5,337.00	\$ 640,440.00		
Premium	240	\$ 3,865.00	\$ 927,600.00		Premium	150	\$ 6,957.00	\$ 1,043,550.00		
Total	576		\$ 1,837,440.00	\$ 3,904,560.00	\$ (895,440.00)	360		\$ 2,067,120.00		

Columbarium pricing we recommended at another city cemetery. Not sure if they followed our recommendation.

E14 Community Columbarium Prices

<u>Tier</u>	<u>Price</u>
6	\$ 2,800.00
5	\$ 3,000.00
4	\$ 3,500.00
3	\$ 3,000.00
2	\$ 2,400.00
1	\$ 1,850.00

Project Amendments

Contractor	Date Approved	Amount	Purpose
Jardene Malaska (JMCS)	8/21/2024	\$294,840.00	RFC1: 2nd Columbarium Niches
Jardene Malaska (JMCS)	3/12/2025	\$81,313.46	RFCs 2-5: Low voltage, sec. etc.
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Jardene Malaska (JMCS)	8/27/2025	\$12,346.50	RFC 9: Sand Stone Veneer
Total CO:		\$862,089.96	
Initial Project Budget:		\$4,041,457.00	
Total:		\$4,903,546.96	
New	Old		
\$5,480,078.79	\$4,050,000.00		
2750000	\$2,750,000.00		
\$2,730,078.79	\$1,300,000.00		
2500000	\$2,500,000.00		
-\$230,078.79	\$1,200,000.00		