

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

January 20, 2026

**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. Strength, Weakness, Opportunities and Threat (SWOT) Presentations: - *35 min*
 - Airport SWOT - *5 min*
 - Public Works SWOT - *5 min*
 - Engineering SWOT - *5 min*
 - Police Department SWOT - *5 min*
 - Human Resources SWOT - *5 min*
2. Annual Open Public Meeting Act (OPMA) Training and Conflict of Interest Disclosures (Jeremy Cook, City Attorney) - *30 min*
3. Utah Department of Transportation (UDOT) Environmental Impact Statement (EIS) Update (Craig Hancock) - *45 min*
4. Discussion on Text Amendment for Rear-Yard Setbacks (Mike Johnston, Council Member) - *10 min*

II. BREAK - 10 MIN

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

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

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for Sergeant Brayden Powers

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. Approval of January 6, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Contract Award to Woodward Co for Construction of the 980 South Mill Road Intersection Improvements (Russ Funk, City Engineer)

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

VIII. GENERAL BUSINESS ITEMS:

1. Consolidation of Justice Court Discussion (Parker Sever, Chief of Police) - *30 min*
2. Jordanelle Ridge Open Space (Matt Brower, City Manager) - *30 min*
3. Affordable Housing University: Topics for Future Affordable Housing Discussions (Matt Brower, City Manager) - *10 min*

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

1. North Village Views MDA (Denna Woodbury, Planning Consultant) - *20 min*
2. Garbett Homes potential zone change at 811 East Center (continued from January 6, 2026, Council meeting) (Tony Kohler, Community Development Director, Jacob Ballstead) - *15 min*
3. Professional Services Agreement with the Community Alliance of Mainstreet (CAMS) (Matt Brower, City Manager) - *15 min*
4. Discussion and approval of extra questions for USU (Utah State University) Wellbeing Survey (Heidi Franco, Mayor) - *20 min*
5. Election of Mayor Pro-Tem (Heidi Franco, Mayor) - *3 min*

X. COMMUNICATION:

XI. ADJOURNMENT:

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

Posted on January 14, 2026, 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 Valley Airport 2025 SWOT Analysis

Strengths:

We have a Clean beautiful Self-Sufficient Airport that does not rely on Taxpayer subsidies
Well attended Community Events
Strong Economic Driver (Hotels Rental Cars, Restaurants, Recreation, Employees and Secondary Homes with high tax rates)
Great Clubs: Balloons, Gliders, Bush Planes, EAA, Museum.

Weaknesses:

Our daily administrative duties sometimes fall through the cracks because we are constantly pulled in multiple directions.
Keeping up with all of our projects, follow up communications, responses, opportunities, goals and ideas.
Needed separation between jets, small planes, and various other aviation users
A general lack of understanding regarding the value of the Airport, how and why it operates the way it does.

Opportunities:

Increase in local jobs and Business Opportunities
Airport beautification, landscaping, buildings, fencing, signage etc.
More opportunities for your youth; career paths, High School/UVU classes, CAPs projects etc.
Electric Aircraft, Taxi Drones, Flight Schools
Involvement and Support for the upcoming Winter Olympics

Threats:

Overall growth. The increased number and value of homes in the area is causing an increase in traffic and a significant demand for Hangar Development.
Incorrect narratives about the Airport.

PUBLIC WORKS

Strengths

Strong institutional knowledge and technical expertise resulting from improved employee retention, providing continuity, effective problem-solving, and operational stability across Public Works divisions.

A strong operational culture grounded in collaboration and safety, driven by effective crew- and foreman-level coordination and reinforced by improved safety performance, expanded training, and Council-approved safety incentives that reward safe work practices.

Successful implementation and growing use of Cityworks and GIS tools to enhance work-order tracking, asset management, data accuracy, transparency, and cross-department coordination.

Consistent delivery of complex, high-impact capital projects, including the Old Town East Side infrastructure replacement, Main Street/Festival Street improvements, and new cemetery facilities, demonstrating strong project management and execution capacity.

Weaknesses

Staffing capacity has not kept pace with rapid community growth, increasing reliance on contractors and limiting internal capacity, continuity, and the department's ability to maintain response times, preventative maintenance, and long-term planning.

Aging infrastructure and deferred maintenance across multiple systems (water, sewer, roads, and pressurized irrigation) continue to strain resources and elevate long-term operational risk and costs.

Operational demands and unplanned projects continue to drive a reactive maintenance environment, reducing the department's ability to prioritize proactive, preventative, and strategic system improvements.

Process, role clarity, and compensation complexities—particularly during the transition to the nine-step pay plan—have required significant administrative effort and, at times, created confusion regarding responsibilities, timing, and equity.

Administrative workloads have increased significantly without corresponding staffing or compensation adjustments, creating sustainability concerns and limiting the department's ability to support growing operational complexity.

Opportunities

Continued modernization of technology systems, including enhancements to Cityworks, expanded GIS capabilities, and the responsible adoption of AI safeguards, to improve efficiency, data reliability, coordination, and decision-making.

Expansion of preventative maintenance programs to improve system reliability, extend asset life, reduce emergency response costs, and better manage long-term infrastructure needs.

Targeted equipment upgrades focused on efficiency and safety, reducing downtime, improving productivity, and supporting safer work practices across all divisions.

Managed community growth as a potential funding lever, using increased tax base and development activity—where feasible—to reinvest in staffing, infrastructure, and long-term system sustainability.

Expanded community engagement opportunities, including Public Works Week, to strengthen public understanding of services, improve interdepartmental relationships, and build trust with residents and stakeholders.

Threats

Rising cost of living is increasingly affecting recruitment, retention, and emergency response capability, as employees are forced to live farther from the valley—creating response-time risks and competitive disadvantages compared to neighboring municipalities offering housing stipends or similar incentives.

Expanding regulatory requirements, including MS4 compliance and other environmental mandates, continue to increase workload, complexity, and long-term costs without proportional increases in staffing or funding.

Community growth continues to outpace available staffing, equipment, and infrastructure capacity, placing sustained pressure on service levels, maintenance schedules, and capital planning.

Developer-driven growth, combined with staffing limitations and procedural gaps, creates risk of inconsistent enforcement, increased reliance on external labor, and outcomes that may not fully align with the City's long-term interests.

Technology reliability, system integration, and cybersecurity risks—including inconsistent software adoption (Cityworks, 365, etc.) across departments—limit information sharing, coordination, and operational resilience.

SWOT ANALYSIS – ENGINEERING

December 2025

STRENGTHS: Team <ul style="list-style-type: none">- Work Well Together / Understand Roles- Experienced / Competent / Hard Working Resource for City <ul style="list-style-type: none">- Understand how the City Functions- Provide Help to Many Departments Focused on City's Best Interests <ul style="list-style-type: none">- Protecting Tax Payers / Residents	OPPORTUNITIES: Public Involvement / Communication <ul style="list-style-type: none">- Utilize PIO- Provide Consistent Project Updates City Web Page <ul style="list-style-type: none">- Add More Resources & Tools for Developers Relationships <ul style="list-style-type: none">- Work to Improve Relationships with County, Other Depts, Customers, Etc
WEAKNESSES: Enforcement Consistency <ul style="list-style-type: none">- Holding Firm to Processes- Ambiguity Resulting from Special Agreements & Requirements Communication with Public <ul style="list-style-type: none">- Have Made Improvement- Still Needs Work Finding Time to make Improvements <ul style="list-style-type: none">- Always Just Trying to Keep Up	THREATS: Politics, Political Agendas, Development Culture <ul style="list-style-type: none">- Must Place Overall Public Best Interests First- The City is Always Negotiating Something- Developers Going Over Staff's Heads City Staff is Spread Thin State Legislation <ul style="list-style-type: none">- LUDMA Changes

STRENGTHS:

We have very good personnel in the many varying positions within the police department. including Records, Motors, K-9, code enforcement, operations, detectives, Tactical Response Team.

We are closing out the year fully staffed, and morale is good.

Lots of incentives for the employees, take home car, 9 step program, different positions to apply for, on-call pay to name a few. This helps with recruitment and retention.

We have not had a problem recruiting for vacant positions, which has been a challenge for many agencies.

WEAKNESSES:

Retention. It takes a long time to replace an employee that leaves and when the employees live in another jurisdiction there is always a pull to leave.

AMI for affordable housing, the employees want to build equity not just live in a cheaper house. Unfortunately, they can build that equity on the front and not be in a deed restricted home.

Ability, to safely respond to a critical incident an armored vehicle keeps officers safe, allows for deescalation by slowing down an incident in a critical incident and for safe extrication of injured people at major event that occur such as the Olympics, fairs, rodeos, concerts and political events. There is currently no resource for this on the Wasatch Back.

Parking in a secured area of the PD is getting more challenging.

Traffic enforcement on Main Street. This constantly pulls resources from other areas of the city eliminating proactive work in those areas.

OPPORTUNITIES:

The addition of a School Resource Officer for the new high school. This position is 50% funded by the school.

The full implementation of the K-9 program allows for an addition apprehension and drug detection ability for the operations division.

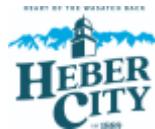
Addition of a PD Gun Range. This will allow for more versatility in training.

Bypass reducing large truck traffic on Main Street.

Splash pad at the front lawn of the PD (Just making sure you are reading this).

THREATS:

1. Continuing to look at wages and affordability in this area, a senior officer at HCPD could only qualify for 345,000.
2. Ability to respond in an appropriate and timely manner to a large incident, when officers are spread out living as far as an hour away.
3. Response time to annexations will be extended and we do not have the ability to proactively patrol in those areas with our current staffing levels which need to be looked at not just as a population but geographically and what is reasonable to patrol and respond to.
4. Equipment to respond to and patrol trails and off-road annexed area.



SWOT Analysis – Human Resources

SWOT is an acronym for Strengths, Weaknesses, Opportunities, and Threats. A SWOT analysis lays the foundation for planning and goal-setting by assessing the current reality for the organization. When we know where we are and what we have to work with, we can set goals to achieve the desired future state and create a plan to move from where we are to where we want to be.

Strengths and weaknesses are internally focused.

They are about the organization itself – with a view toward your department.

I. Strengths should be realistic, not modest. Think: capabilities, resources, people, marketing, quality, processes/systems.

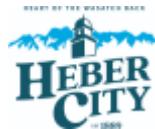
1. What do we do well? (think of this in terms of knowledge & experience, relationships, service, processes & systems, attitudes & behaviors, resources & assets, and more...)
2. What are our unique skills?
3. What are we passionate about?
4. What do we have going for us?
5. What are our core capabilities?
6. What about our relationships, our quality, and our service to constituents?
7. What about our internal processes and systems?
8. What would you want to boast about to someone who knows nothing about Heber City?

1. Versatility and Adaptability

I manage multiple Human Resources functions solo, demonstrating my ability to adapt quickly and handle diverse responsibilities effectively. I can prioritize tactical tasks such as payroll and auditing of benefit providers, along with Citywide functions including All Hands, annual performance reviews, changes to hiring dates, tracking completed training for Safety Incentive bonuses, and regulatory compliance audits and reporting.

2. Strategic Insight

My involvement in setting strategic priorities and compensation planning shows a strong understanding of Heber City's organizational goals and alignment with broader City Council objectives.



3. I understand the value of a positive employee experience. According to Oxford University's Said Business School, researchers found that happy workers were 18% more productive and provided better customer service than their unhappy counterparts. Happiness is actually a strategic advantage in the workplace. I am passionate about helping Heber City staff find value and fulfillment in their work for the city's citizens and visitors.

4. We are able to contribute to the well-being of our community, knowing our work helps improve lives and supports the public good.

5. Educational and professional development are encouraged in Heber City. With our generous tuition reimbursement program and a leadership team that encourages learning and growth, we have a unique opportunity to develop new skills that make us more efficient and effective.

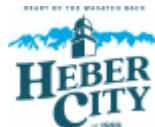
6. Positive community representation in the form of open-door policies encourages constituents to feel comfortable discussing issues. Personally, I have reached out to employees, applicants, candidates, and, occasionally, newly hired spouses to help them make more informed decisions about their benefits and retirement options. For applicants and candidates in open recruitments, I have walked them through the sometimes-arduous pre-hiring process and discussed the upcoming stages and milestones. I have also spoken with applicants who are disappointed not to have advanced to the next stage, and I have tried to communicate the city's needs for the position tactfully and courteously.

7. We have internal committees that consider the advantages and challenges of internal policies. Representatives are encouraged to communicate their department's needs and specific preferences. Decisions are not made in a vacuum; they require input.

8. We have a team-oriented environment with common collaboration throughout departments. Heber City's Council and leadership support employees' well-being and development, fostering a sense of belonging. We have a great group of individuals who love and appreciate the beauty of our surroundings.

II. *Weaknesses* are the internal forces that may serve as a barrier to accomplishing our work. Think: disadvantages, gaps in capability, reputation, finances, morale, and leadership.

1. What can we improve?
2. What are we doing now that can be done more effectively or efficiently?



3. What are the gaps in our capabilities?
4. What do we do poorly?
5. What distracts us from the work we are here to do?
6. What are our vulnerabilities?
7. What about our processes and systems?
8. What are we NOT doing that you believe we should be doing?

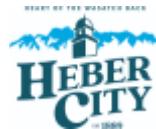
1. Leveraging AI to complete basic time-consuming tasks and automate our processes.

2. Heber City needs a timekeeping and attendance automated system that works for our employees, rather than manual, inefficient, paper timecards and inaccuracies.

3. Lack of Spanish language fluency is a gap in my capabilities. As one of the first doors open near an entrance/exit, I will frequently interact with members of the public I'm trying to assist. Language is often a barrier; I would like to improve.

4. HR is a world of interruptions. I will sometimes forget what task I was working on tactically while simultaneously trying to interpret a strategic policy, answer a question, or report data to the many entities under the umbrella of state and national compliance. Without self-service and manual data entry across our many software platforms, the margin of error increases. I think employees would prefer to update or add personal information, such as banking information, addresses, tax deductions, and finding forms, rather than relying on HR to accurately update all new or modified policies. The 2025 Floating Holiday was widely misinterpreted as eliminated. While it was not eliminated, I have reflected on why an employee may have assumed otherwise. Possible sources of miscommunication of the Floating Holiday could have been misinterpreted by the published 'Observed Holidays' list in December 2024. Unfortunately, many employees assumed the Floating Holiday had been deleted for 2025, rather than requesting clarification. I did not realize this was a misconception until November 2025, when Heber City adopted Indigenous Peoples' Day instead of the Floating Holiday.

5. Some Heber City departments outside of HR will interpret a policy independently. This leads to duplication of effort, time, and research that is already complete. Some departments have their own practices that differ from the city's overall policy, leading to inconsistency. HR will often use Fridays, weekends, and holidays to try to 'catch up' on tasks and processes that could potentially be solved with better software solutions or AI.



6. Employment law expertise is specialized especially with changing federal regulations. HR often conducts outside research, interpreting government websites, and asking neighboring HR leaders for their opinions.
7. Updating 4-5 different software platforms and reporting data to the DWS and URS is very time-consuming and not efficient. While necessary, I would prefer to enter/validate data once or twice rather than multiple times across different, un-integrated sites.
8. Leveraging employee analytics and post-employment surveys; recognizing milestones and celebrating achievements; comparing and contrasting some of the benefits of working for our own community rather than a For-Profit corporation that doesn't acknowledge or observe holidays. Based on conversations with several employees, there is a misconception that other employers, regardless of private or public industries, offer paid holidays and subsidize 95% of employee health premiums. I would love to provide external data comparing the total rewards of working for Heber City compared to an organization in leisure & hospitality that often recognizes zero holidays for employees and has very expensive health insurance packages, if at all.

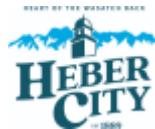
III. Opportunities and threats are externally focused

What is relevant in the larger environment and beyond?

Opportunities are any favorable situations present now or in the future in the external environment. Think: social trends, geography, partnerships, legislative / judicial / environmental changes, new technology, demographic shifts, funding possibilities.

1. What good opportunities are facing us?
2. What are we most excited about doing?
3. What have we been dreaming of or wishing for?
4. What are the interesting trends we are aware of?
5. What relationships do we have the opportunity to build?
6. What partnerships can we grow?
7. What changes are occurring, or are anticipated, that support progress of our mission? (think in terms of societal, cultural, legislative, and judicial changes, and more...)
8. What economic realities in our community present opportunities for us?

1. Smart growth & sustainable development strategies that balance development with environmental preservation. Mixed-use zoning, walkability, accessibility, improved trails,

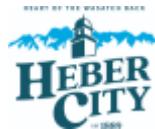


green infrastructure, and historic preservation practices are all good opportunities facing us.

2. Economic development and diversification to attract new businesses, add cultural enrichment, support local entrepreneurship, and focus on recreation and outdoor tourism.
3. We dream and wish to be a destination city rather than a stop on the way to the destination. Heber City is beautiful and has significant potential. With the Winter Olympic Games returning to Utah, we have an opportunity to showcase this beautiful valley to the world.
4. 3.1% unemployment rate in Wasatch County indicates a much better metric than the nationwide 4.4%.
- 5-6. The Utah Olympic Legacy Foundation, arts & culture, the Mountain Trails Foundation, the Utah Olympic Games Committee, and Wasatch County are all areas of relationship-building and growth we can further develop.
7. Changes in an ever-increasing population with both luxury and affordable land needs are contributing to the socio-economic diversification of Heber City as more amenities like parks, shopping, and recreational activities begin to surface; new high school; a new House Bill to nullify the no unionization of public employees, and a potential move for Heber City courts to integrate with centralized Wasatch County courts, and a greater emphasis on cultural arts.
8. With more opportunities for activities and entertainment, more residents and more visitors will stay and spend in Heber City, leading to more revenue.

***IV. Threats* are external forces that could inhibit or damage us, both now and in the future.**

1. What obstacles do we face?
2. What is occurring in the environment that has the potential to hurt us or move us backwards?
3. What are other municipalities doing that may represent competing interests?
4. What are the economic realities in our community that can inhibit our mission?
5. What changes in how we are required to do our work may affect our service or effectiveness?
6. What societal, cultural, legislative, judicial, or other changes are occurring, or anticipated, that thwart the progress of our mission?



7. What are the complexities (relationships, internal dynamics, etc.) that pose challenges for us?
8. What economic realities in our community pose a threat for us?
 1. We have a very lean staffing model that requires additional hours and energy from existing employees, often exempt from overtime, which could lead to fatigue, burnout, stress, insomnia, and an inability to unplug since there is no cross-training or redundancy in duties.
 2. The Heber Valley has experienced rapid growth that can bring air pollution, especially during winter inversions that may impact air quality, leading to respiratory issues, reduced quality of life, and increased healthcare costs. Water quality and scarcity may also impact agriculture, recreation, and residential use. Increased vehicle and traffic volumes strain infrastructure and increase the risk of accidents and congestion.
 3. Wasatch County, Midway City, Heber Valley Electric, and Park City offer 401K and 457 matching programs in addition to URS required contributions.
 4. Affordability and lack of housing options for home ownership.
 5. Local governments nationwide are struggling to fill critical public safety positions, taking 36-42 days on average and costing about \$4700 per hire, according to Municipal Staffing Solutions, a nationwide staffing agency dedicated to municipal employees. While Heber City's Public Safety is currently staffed, several competitors, such as Wasatch County, Park City, and ICE (Immigration and Customs Enforcement), could pose a threat to retention.
 6. The need for digital skills is vital; technology is a critical component in workplace satisfaction, accuracy, and efficiency.
 7. The City Manager has an overloaded schedule due to the significant demands and multiple competing priorities and projects of Heber City. This can make him less accessible and occasionally lead to delayed response times.
 8. Ski resorts in the Wasatch Back are major drivers of local revenue. Winter tourists support hotels, restaurants, retail, and transportation. The EPA reports an 80% statewide loss of April snowpack from 1955 to 2023, which directly threatens the economic base of mountain communities like the Heber Valley.



Heber City Council Staff Report

MEETING DATE:

1/20/2026

SUBJECT:

Annual Open Public Meeting Act (OPMA) Training and Conflict of Interest Disclosures

RESPONSIBLE:

Jeremy Cook

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

From: Matt Brower <mbrower@Heberut.gov>
Sent: Wednesday, January 7, 2026 9:36 AM
To: City Council <citycouncil@heberut.gov>
Cc: Ryan Bunnell Russell Funk jcook
Subject: UDOT DRAFT EIS DECISION

All,

Heber Valley Corridor Announcement

UDOT has announced their preferred alignment is Alternative B (see screen pic below)

Their justification is Alternative B provides 1) a longer-term traffic solution; and 2) better differentiates regional traffic from local traffic

Next Steps

- Public comment period through March 9, 2026 (60 days) (January 27 virtual public meeting) (January 28 in person public meeting)
- Response phase to public comments
- Final public engagement completed prior to record of decision
- Record of Decision—expected to be issued in Summer '26

Construction

- Cost, in today's dollars, is projected at \$760.5 M
- All UDOT project money is currently programmed through 2031
- Project could be phased and UDOT will be looking into this
- UDOT does have corridor preservation fees available for purchasing property from willing sellers

City Manager Thoughts

I'm aware of past dialogue between legislative leadership about completing the project prior to 2034 Olympics. Several large road projects, such as the Southern Parkway in St. George, were advanced with special funding earmarks from the State Legislature. I think it makes practical sense to construct the project sooner than later, as this will minimize inflationary impacts and address current congestion concerns more rapidly. With the 2026 legislative session starting in a matter of weeks, I think it's important to have our lobbyist, Dave Steward, begin talking with UDOT leadership and legislature leadership to see if the construction timeline can be advanced via a special legislative earmark.

The draft EIS is now available at: hebervalleyeis.udot.utah.gov. A hard copy will be provided to the city later today. This item will also be on the January 20 Council meeting agenda with Craig Hancock present.

Alternative B
Alternative B Primary Benefits

**Heber Valley Corridor
ENVIRONMENTAL
IMPACT STATEMENT**

- Better for regional mobility (faster travel time, shorter travel path, additional north-south road)
- Better for local mobility (fewer failing intersections and shorter queues on Main Street)
- Provides an alternate route to US-40 and better local access on North US-40
- More likely to attract regional truck traffic away from Main Street
- Fewer business and residential relocations
- Less out-of-direction travel
- Longer term solution
- **Cost \$760.5 million**

meet.google.com is sharing your screen. Stop sharing. Hide.

8:53 AM | Heber Valley Corridor Draft EIS local gov

30°F Partly sunny

Matt Brower

City Manager

Heber City Corporation

75 North Main Street

Heber City, UT 84032

Direct: 435-657-7885

www.HeberUt.gov



Matt Brower
City Manager

Heber City
75 N Main Street, Heber City, UT 84032
Phone: 435-657-7885
Email: mbrower@Heberut.gov



Heber City Council Staff Report

MEETING DATE: 1/20/2026
SUBJECT: Discussion on Text Amendment for Rear-Yard Setbacks
RESPONSIBLE: Mike Johnston
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

Mayors Award for Brayden Powers

Occurred: Jan 7th, 2026

Mayors Award for Brayden Powers

Entered: Jan 7th, 2026

Entered By: Blaine Rigby

Document Fields

Date Occurred	Time Occurred	Location
Jan 7th, 2026	12:00pm	Heber City Police Department

Document Body

I am submitting a Mayors Award Commendation for Sergeant Powers in recognition of his exceptional initiative, dedication, and service to the department. Through his proactive efforts and personal commitment of time and resources, Sergeant Powers successfully secured a \$20,000 grant from the State of Utah to offset and support the costs associated with the department's body-worn camera system.

Sergeant Powers' forward-thinking approach and attention to operational needs demonstrate strong leadership and a commitment to responsible stewardship of public funds.

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
Amended Agenda
January 6, 2026

DRAFT Minutes

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

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

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

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney
Council Member Aaron Cheatwood
Council Member Mike Johnston
Council Member Morgan Murdock

City Council Absent: Council Member Sid Ostergaard

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
City Attorney Jeremy Cook
City Recorder Trina Cooke
Building Official Curt Davis
Finance Director Sara Jane Nagel
Public Works Director Matthew Kennard
Human Resources Manager Cherie Ashe
Chief of Police Parker Sever
Code Enforcement Officer Travis Price
IT Director Anthon Beales

Staff Participating Remotely: IT Director Anthon Beales, Human Resources Director Cherie Ashe, Engineering Technician Desiree Muheim, Planner Jacob Roberts, Public Works Director Matthew Kennard, Planning Administrator Meshelle Kijanen, Executive Administrative Assistant to the City Manager Lainee Meyers, Deputy City Recorder Robin Bond, City Engineer Russ Funk, Finance Director Sara Jane Nagel, Assistant City Manager J. Mark Smedley, and Accounting Technician Wendy Anderson.

Also Present: Mimi Murdock, George Murdock, Elise Murdock, Tyler Ailshie, Asia Murdock, Jessie Murdock, McKenna Marchant, Rhea Franco, Leno Franco, Arisha Franco, Grace Doerfler, Jason Talley, Ron Carlile, Ryan Bunnell, Joey Hyer, Di Ann Duke Turner, David N. Johnson, Chip Polvoorde, Randy Christ, Gay Lyn Latimer, Ken McConnell, Patty Sprunt, Mark Sprunt, Christi Judd, Tori Broughton, Cindy Cossairt, ULCT, Tom and Cherie Reed, Mike Hewlett, Tracy Taylor, John McDonald, Jade Williams, and those who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Munro Murdock, Allison, j, B, Ben, Bo Jangles, CAMS, Cannon Taylor, Catherine, Cody W, Deb, Frank, Heather Murdock, Jen, Kristin Bunnell, Michael Plowman, Nick Lopez, Shorty5, TMT, Scott Phillips, and S.

1. Oath of Office and Reception for Elected Officials: Mayor Heidi Franco; Council Member Yvonne Barney; Council Member Morgan Murdock (Trina Cooke, City Recorder) - 30 min

City Recorder Trina Cooke administered the Oath of Office to the re-elected and newly elected Heber City Officials, Mayor Heidi Franco, and Council Members Yvonne Barney and Morgan Murdock. Each new official gave a brief acceptance speech and the meeting was paused for a short reception to honor the new officials.

2. Committees Review of 2025 Reports: - 40 min

- Airport Advisory Board (AAB) - 20 min
- Historical Commission - 20 min

Jason Talley, Chair of the Airport Advisory Board (AAB), presented a report describing the AAB's advisory role to the Mayor and City Council under its bylaws and noted that certain airport matters—including bylaws, minimum standards, rules and regulations, lease rates, and fees—were required to be reviewed and recommended by the AAB prior to City Council consideration. He expressed concern that some airport items had previously been taken directly to City Council without AAB review and requested that future airport matters be routed through the AAB. Mr. Talley summarized recent AAB actions, including a tie vote resulting in non-approval of a self-service fuel application, review of a proposed standard airport lease, and receipt of a presentation on flight training and aircraft rental operations. He reviewed the airport master plan adopted in 2023, noting the transition from B-II to C-II standards, approximately \$100 million in long-term infrastructure would take over 10 to 15-years, and emphasized that the master plan did not obligate immediate improvements. He felt that the airport faced cash-flow limitations rather than a revenue deficit. He had concerns regarding potential runway expansion, including impacts on aircraft traffic, community benefit, and timing, given the runway's remaining useful life. Mr. Talley outlined AAB priorities for 2026, including improved financial transparency, regular reporting, review of airport improvement project priorities, evaluation of traffic patterns and safety, and review of fuel options, lease policies, rates, and revenue opportunities.

City Council and Staff discussed providing quarterly airport financial information and project updates to the AAB and expressed support for improved information sharing.

Ron Carlile, Chair of the Heber City Historic Preservation Commission, reported on the Commission's accomplishments and goals, noting that the Commission met quarterly. He highlighted the completion of four historic monument signs placed at key historic sites to increase public awareness, including the use of QR codes for expanded historical information. He reported on a collaborative public history project conducted during Fair Days that documented community history from 1925 to 2025 through displays, social media engagement, and public participation. Mr. Carlile provided an update on the ongoing restoration of the historic Crook Cabin, originally built in 1859, which was being reconstructed for relocation to a site near the Wasatch County School District offices with the goal of creating an educational and visitor resource. He also reported that the Commission had secured a grant to conduct a reconnaissance-level historic resources survey, the first in more than 40 years, to identify and document potentially historic structures within Heber City and support future preservation opportunities. He stated that public outreach and transparency would be emphasized as the survey moved forward and that the Commission would continue efforts to expand awareness of historic sites and preservation initiatives within the community.

3. Strength, Weakness, Opportunities and Threat (SWOT) Presentations: - 40 min

- Building Division SWOT - 5 min
- Planning Division SWOT - 5 min
- Finance SWOT - 5 min
- Airport SWOT - 5 min
- Public Works SWOT - 5 min
- Engineering SWOT - 5 min
- Police Department SWOT - 5 min
- Human Resources SWOT - 5 min

Building Official Curt Davis shared the analysis of the department's Strengths, Weaknesses, Opportunities, and Threats (SWOT) as included in the meeting materials.

Planning Manager Jamie Baron presented the Planning Department's SWOT Analysis as included in the meeting materials.

Finance Director Sara Jane Nagel reviewed her department's SWOT Analysis as included in the meeting materials.

The remaining SWOT analysis were postponed to be presented at a future meeting.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the Regular City Council Meeting to order at 6:07 p.m. and welcomed everyone present.

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

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

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

Council Member Johnston shared a brief reflection at the start of the new year, noting that everyone could benefit from looking back on the past year and looking ahead through planning. He emphasized the importance of perspective, observing that changing how one views an issue can reveal greater detail, nuance, and understanding, even if one's opinion does not change. He encouraged considering different perspectives moving forward, noting that doing so can broaden understanding and lead to wiser decision-making.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Oath of Office for Benicio Alvarado, Lucas Hyer, Riley Ingram, Jeremy Nelson, and K-9 Bane

Chief of Police Parker Sever introduced new officers Riley Ingram, Jeremy Nelson, Lucas Hyer, Benecio Alvarado, and K-9 Bane. City Recorder Trina Cooke led the new officers through the recitation of the Oath of Office.

V. CONFLICT OF INTEREST DISCLOSURE:

No conflicts were disclosed.

VI. CONSENT AGENDA:

Mayor Franco indicated there needed to be one change made to the Council Member Board assignments as Council Member Ostergaard had requested to remain on the Wasatch County Housing Authority.

Motion: Council Member Barney moved to approve the Consent Agenda, with the changes mentioned by the Mayor.

Second: Council Member Cheatwood made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The **Motion Passed 4-0.**

1. Approval of December 2, 2025, City Council Meeting Minutes and December 16, 2025, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Council Member Board Assignments (Heidi Franco, Mayor)
3. Mayor's Nominations for AAB, Planning Commission, and POSTT (Heidi Franco, Mayor)

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

Dave Johnson, Wasatch County GOP (Grand Old Party) Chair, said he was representing the Wasatch County Republican Party. He read a prepared statement against the proposed communications policy. The statement is attached to the end of the meeting minutes.

Christi Judd read a prepared statement from Dan Simmons: "I respectfully request that the City Council table the request to issue to UDOT (Utah Department of Transportation) a letter of support for the proposed frontage road extending to the slope development until such time that UDOT provides additional details to Heber City, impacted property owners, and other stakeholders regarding the purpose, precise location, and configuration impacts and planned maintenance of the frontage road. UDOT should also provide to protect the designated agricultural protection areas impacted by the project." Mr. Simmons proposed the following alternative: "Opportunity to meet with City Engineering Staff and the City Council to discuss these issues, possibly the County Council as well, since it was County land." He followed up with: "I just wanted to say that I do want it on record that I do not believe that the City can place the burden of infrastructure on an individual landowner. If they approve a development, they need to have the infrastructure available for that development."

Di Ann Duke Turner thanked the public officials for their service and recognized it was a thankless job. She was proud to have witnessed the oath of office for the Police Department. She complimented the beauty of the cemetery and said she had loved cemeteries since she was a little girl.

Patty Sprunt, Heber City, stated that during the current election season she had reviewed candidate filings and noted a common concern among residents that they did not feel heard. She said the proposed communications policy reinforced that concern by creating distance between elected officials and the public. While expressing trust in the Council's integrity and intentions, she urged Council Members to communicate more directly and transparently with residents, including through social media and post-meeting explanations of Council decisions. She emphasized that elected officials served as the public's voice and must be willing to engage with both support and criticism. Ms. Sprunt encouraged improved civic engagement from both leaders and citizens and asked the Council to vote against the proposed communications policy.

Tom Reed had voted for Mayor Franco and supported the GOP statement that had been read aloud. He asked that the Council not adopt the proposed communications policy.

Tracy Taylor, Wasatch Taxpayers Association, wished to express support for the prior public comment. She referenced a letter she had emailed to the Council before the meeting addressing the importance of a representative form of government and maintaining a direct line of communication between elected officials and the public. Ms. Taylor cautioned against creating additional communication buffers, such as hiring public relations staff to act as intermediaries between boards and citizens, noting that approach undermined direct public access and engagement. She emphasized that direct communication was fundamental to civic participation and community involvement. Ms. Taylor's aforementioned email is attached to the end of the meeting minutes.

Mike Hewlett stated that he agreed with the previous public comments and emphasized that communication and listening to residents were paramount responsibilities of the Council. He asserted that the City operated under a representative form of government and that elected officials were accountable to the public they served. Mr. Hewlett expressed frustration that residents did not feel heard. He stated that Council Members were elected to represent citizens rather than defer decision-making to staff. Mr. Hewlett urged the Council to listen more closely to residents, citing recent election results as a request to limit high-density development due to concerns about infrastructure capacity, water availability, and rising taxes.

Council Member Johnston stated that he did not see anything in the proposed communications policy that prohibited or discouraged direct communication with residents and, in fact, interpreted the policy as supporting engagement. Council Member Johnston requested that discussion focus on specific provisions of the policy rather than general opposition and asked for the public to identify elements of the policy that were of concern.

Maddie Kirby, Heber City, stated that she agreed with the prior public comments and felt elected officials carried the responsibility to represent residents. She acknowledged that there might be factors not always visible to the public. She expressed opposition to any policy that would give additional authority to the City Manager or other unelected officials.

VIII. GENERAL BUSINESS ITEMS:

1. Garbett Homes presentation on proposed Bluestone development located at approximately 830 East Center Street (continued discussion from December 16) (Tony Kohler, Community Development Director) - 30 min

Planning Manager Jamie Baron provided design images to reflect the updates previously suggested by Council as included in the attached meeting materials. Garbett Homes representative Jacob Balstaedt was present for discussion and additional feedback from Council. City Engineer Russ Funk shared that he preferred the single access option of the design rather than the proposed double access onto Center Street for safety and traffic-flow purposes.

Council discussed revisions to the proposed development, focusing on affordability, density, and long-term occupancy. Mr. Balstaedt proposed eliminating AMI-based deed restrictions due to concerns about reduced buyer equity and replacing them with a prohibition on nightly rentals to encourage resident occupancy. Council acknowledged the reduced unit count and expressed general support for limiting short-term rentals but emphasized the importance of ensuring neighborhood stability when granting additional density. Council indicated a preference for owner-occupied deed restrictions, provided reasonable hardship exemptions were included, while recognizing potential unintended consequences. Additional design clarification and materials were requested, and Council provided feedback for further refinement before returning for future consideration.

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

1. Resolution 2025-22 to include a Communication Policy in the Rules of Order and Procedure (Ryan Bunnell) - *30 min*

PIO (Public Information Officer) Ryan Bunnell said that he hoped to arrive at a unified Council voice for the requested changes. Council Member Murdock asked to have other cities policies presented for comparison. Council continued to discuss proposed revisions to the communications policy noting that no single elected official should claim to represent the City's official position. Elected officials should retain the freedom to communicate with constituents through personal channels, including the City newsletter, provided that statements were clearly identified as personal opinions rather than the official position of the Council. The Council felt that no official City logos should be used for personal communications and that Staff and Elected Officials should avoid making promises on behalf of the City to prevent potential legal or liability issues. The importance of factual, source-based responses in communications was highlighted, with Staff directed to cite official City, State, or Federal sources where possible and avoid adding personal interpretations. The group agreed that sensitive or potentially official communications should be reviewed by the Mayor, City Attorney, City Manager, and-or PIO as appropriate. Additionally, Utah State ethical guidelines for the use of official email were referenced, reinforcing prohibitions on political or personal use. The Council confirmed the newsletter would continue, with space for both official City information and clearly identified personal opinions from the Mayor or Council Members. Mayor Franco opened the discussion for public comment.

Tracy Taylor felt a fresh document should be drafted prior to consideration of Council approval. She suggested the font be enlarged on the display screens for better public viewing. She referenced a comment made that Council Members were not being informed of certain press releases before the public was informed and proposed an alert system to allow Council to review a press release prior to the public.

Dave Johnson, Wasatch GOP Chair and Heber City resident, felt the Mayor did not need anyone's permission to say anything at any time. He claimed that anything the Mayor said was an official message. He proposed the Council have defined roles. He felt official communications would be whatever was printed and approved by the Mayor's office. He asked who the fact keeper was. He agreed with Ms. Taylor's suggestion to produce a new draft based on the discussion that evening and also agreed with Council Member Murdock's suggestion to compare Heber City's proposed Communications Policy with policies from other communities that had proven success.

Jamie Hewlett wanted to comment on City Manager Matt Brower's claim that the proposed Communications Policy was intended as a form of risk management for the City. She felt the proposed Communications Policy had the potential to introduce new risks rather than reduce them. She thought that centralizing control of public messaging among a few unelected officials created a single point of failure, limited Council oversight, and could increase liability if messaging was inaccurate. She was concerned that press releases could be persuasive or political, raising legal and constitutional issues, and that routing staff media contacts through supervisors without clear whistle-blower protections could suppress communication. She noted the police department's broad discretion under separate rules could also pose a potential risk to civilian oversight. Ms. Hewlett suggested that the policy did not clearly solve existing problems, and suggested that existing laws already governed transparency, ethics, public records, and employee protections. She recommended not adopting the policy, asserting that "no policy might be better than bad policy."

Motion: Council Member Cheatwood moved to continue the discussion and allow Staff the opportunity to bring back the changes Council had discussed.

Second: Council Member Barney made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The **Motion Passed 4-0.**

2. Consideration of Council Letter to UDOT Regarding Comments on Draft EIS for the Heber Valley Corridor (Russ Funk, City Engineer) - 30 min

Mayor Franco noted that UDOT (Utah Department of Transportation) intended to post the proposed bypass road alignment the following morning. There would be a meeting at 8:30 a.m., January 7, 2026, for government officials. The public comment period for

the proposed bypass would be from January 9th to March 9th, 2026.

City Engineer Russ Funk described the purpose of the agenda item was to discuss concerns the City might have with the route selected by UDOT. He felt that if the City were to present unified concerns to UDOT, it would have more sway than individuals expressing independent concerns. City Council reviewed UDOT's proposed bypass alignments for the purpose of identifying major concerns and providing coordinated City input during the public comment process. The discussion focused on ensuring the bypass maintained appropriate local connectivity, supported emergency access, and minimized traffic impacts to existing neighborhoods and Main Street. Council emphasized that the review was informational and intended to guide the City's comments, not to select or endorse a specific alignment.

Key concerns included preserving north-south connectivity along Southfield Road, improving access at major intersections, and avoiding design elements that would unnecessarily divert traffic or limit circulation. Council discussed potential alternatives to address these issues, including modified access points, additional underpasses, and possible roadway realignments in coordination with Wasatch County. Staff was directed to prepare a letter to UDOT summarizing the City's concerns and outlining areas where the City was willing to collaborate on practical solutions.

Christi Judd asked that the Council remove #7 from the proposal. City Engineer Russ Funk responded that the concern for the City was necessary, secondary, emergency access for the development at the location, as well as access to the farmland. She felt it was not a City concern but rather a developer concern and stated that there were no farmers that used that access. She did not feel that the City should be involved in decision-making on land that was located in the County, not the City.

Tracy Taylor wished to propose the possibility of an egress at the intersection of Midway Lane and Southfield Road, to the east of where the children's soccer fields were located, and noted that UDOT owned property there.

Motion: Council Member Cheatwood moved to continue the item but to direct Staff to begin working on language for the letter to UDOT, based on what the Council had agreed on in that night's discussion. To return to a future meeting for further discussion on items six, seven, and eight, that the Council had not yet agreed on, once UDOT's preferred alternative routes were announced.

Second: Council Member Murdock made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The **Motion Passed 4-0.**

3. Discussion and approval of extra questions for USU (Utah State University) Wellbeing Survey (Heidi Franco, Mayor) - *10 min?*

Mayor Franco asked Council to continue this agenda item to the next City Council Meeting but asked Council to begin considering whether additional questions were needed or wanted for the Heber City survey.

Motion: Council Member Barney move to continue action item three, for the USU Wellbeing Survey, to the next City Council Meeting scheduled for January 20, 2026.

Second: Council Member Cheatwood made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The Motion Passed 4-0.

4. Resolution 2026-01 to Adopt an Artificial Intelligence (AI) Policy (Lainee Meyers) - *30 min*

Motion: Council Member Barney made the motion to extend the meeting to 10:30 p.m.

Second: Council Member Murdock made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The Motion Passed 4-0.

Executive Assistant to the City Manager Lainee Meyers presented a proposed Artificial Intelligence (AI) policy for Heber City that established guardrails for the responsible use of AI within City operations. The policy would be incorporated into the Employee Handbook alongside existing technology policies and was intended to treat AI as a tool governed by current standards for accountability, confidentiality, privacy, and procurement. Staff explained that AI was increasingly embedded in software already used by the City, making proactive guidance necessary to reduce risk and ensure consistency. The policy did not mandate the use of AI, replace human judgment, or create new disciplinary standards, but instead clarified appropriate use, required disclosure when AI materially contributed to public or decision-making documents, and affirmed that final decisions remained the responsibility of City employees. Additional provisions addressed data privacy, approval and tracking of AI tools through existing IT procurement processes, and optional training to support responsible use.

Council Members expressed overall support for the proposed AI policy and described it as a strong initial framework. Feedback focused on several areas for refinement, including the need for clearer guidance regarding the use of free or publicly available AI tools, particularly related to privacy risks and data sharing. Council recommended

adding a clear definition of artificial intelligence at the beginning of the policy to clarify scope and ensure the policy remained adaptable as technology evolved.

Additional suggestions included addressing public records retention requirements for AI-generated materials, identifying prohibited uses such as discriminatory decision-making, surveillance, or privacy violations, and clarifying enforcement and accountability provisions. Council also noted the value of AI as a productivity tool when used appropriately and encouraged staff to continue exploring responsible internal uses while maintaining appropriate safeguards.

Motion: Council Member Barney made the motion to continue Resolution 2026-01 to adopt an AI policy to the next Heber City Council Meeting on January 20th, 2026.

Second: Council Member Cheatwood made the second.

Voting Yes: Council Members Johnston, Barney, Cheatwood, and Murdock.

Voting No: None.

Council Member Ostergaard was absent.

The **Motion Passed 4-0.**

X. COMMUNICATION:

City Manager Matt Brower communicated the following:

- George Bennett had invited the Council, Planning Commission, and Staff involved in helping him navigate his project for a four-plex/mansion-style home on a tour: Tuesday Jan 13 at 5:00 p.m.
- He distributed hand-outs received at the Jordanelle Ridge Open Space Committee earlier that afternoon and proposed the item be added to the next Council meeting for discussion.
- He had sent an email to Council containing the upcoming Retreat Agenda and asked for feedback. He added that there was no affordable housing discussion on the agenda as time was prohibitive.
- During the upcoming regularly scheduled Council Meetings, beginning with January 20, Staff would prepare for in-depth discussions of affordable housing. He asked Council to forward affordable housing issues that Council would like to dive into deeper.

Mayor Franco shared that there were multiple joint City-County Committees whose members needed to be reevaluated as Council Member Murdock had joined the Council. She listed the committees and asked Council to reach out to her if they wished to participate on any of them.

XI. ADJOURNMENT:

Motion: Council Member Murdock moved to adjourn.

Second: Council Member Barney made the second.

The Heber City Council Meeting was adjourned at 10:30 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE:	1/20/2026
SUBJECT:	Contract Award to Woodward Co for Construction of the 980 South Mill Road Intersection Improvements
RESPONSIBLE:	Russ Funk
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to Woodward Co for the 980 South Mill Road Intersection Improvements project.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder Woodward Co for an amount of \$162,865.70.

BACKGROUND

To address ongoing safety concerns relating to the school crossings located at the intersection of 980 South and Mill Road, staff presented several options for safety improvements to the Council during the September 16th, 2025 Council Meeting. Council directed staff to move forward with the option recommended by staff which included an overhead RRFB crossing system and intersection bulb-outs.

Additional schedule concerns were discussed with the Council including constructability challenges associated with completing the project during the winter months and potential safety concerns relating to completion of the project while school was in session. The Council supported waiting until after school was out for the year and completing the project during the summer months.

Heber City contracted with Sunrise Engineering for Engineering Design and Construction Services relating to the project. The project was advertised for bid beginning on December 16, 2025 and a Public Bid Opening was held on January 13, 2026 at 2:00 pm at the Heber City Offices. The following bids were received:

Bidder	Base Bid (5/30 - 6/30)	Alternate Bid (4/15 - 6/30)
Woodward Co	\$162,865.70	N/A
Wells Barker Construction	\$182,137.00	\$186,911.00
Post Construction	\$210,660.00	\$252,097.50
Strong Excavation	\$241,855.52	\$241,405.01
RC Enterprise	\$259,509.50	\$259,509.50
Stapp Construction	\$265,857.00	\$309,287.00
Geneva Rock	\$287,890.00	\$312,890.00
ACME Construction	\$297,099.50	\$297,099.50
Beck Construction	\$298,315.00	\$298,315.00

Attached is the bid tabulation showing the bid details.

DISCUSSION

The Base Bid included construction of the project within the City preferred construction window of May 30th to June 30th when school was out. A schedule Bid Alternate was included to see if there were potential savings if construction was allowed to start on April 15th (spring start) and run while school was still in session. The bids did not reflect adequate justification to consider this alternate. An additional alternate bid item was included for contractors to propose an alternate manufacturer of the RRFB crossing system, but those bids do not warrant further consideration.

FISCAL IMPACT

Total Engineering design and inspection services for the project are estimated to be \$26,080
The construction cost if awarded to Woodward Co is \$162,865.70

The total budget for the Project, including a 10% construction contingency, is estimated to be \$205,232.27

The FY25/26 Budget includes \$200,000 of Operating money (Fund 48 - Transportation Tax) for Traffic Calming, which is anticipated to be used for this project. It is recommended to move forward with the project based on the existing \$200,000 budget, but if unexpected project costs exceed the budgeted amount, a future Budget Amendment would be needed. There is surplus budget available in Fund 48 if additional funding is needed.

CONCLUSION

Based on the need for the project, and seeing that adequate budget is available for the project, Staff recommends that the Council approve the recommendation to award the contract to Woodward Co.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** award of the Construction Contract for the 980 South Mill Road Intersection Improvements and authorize staff to execute a contract with Woodward Co in an amount of \$162,865.70.

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

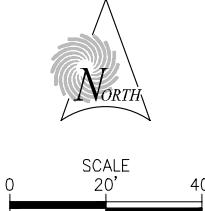
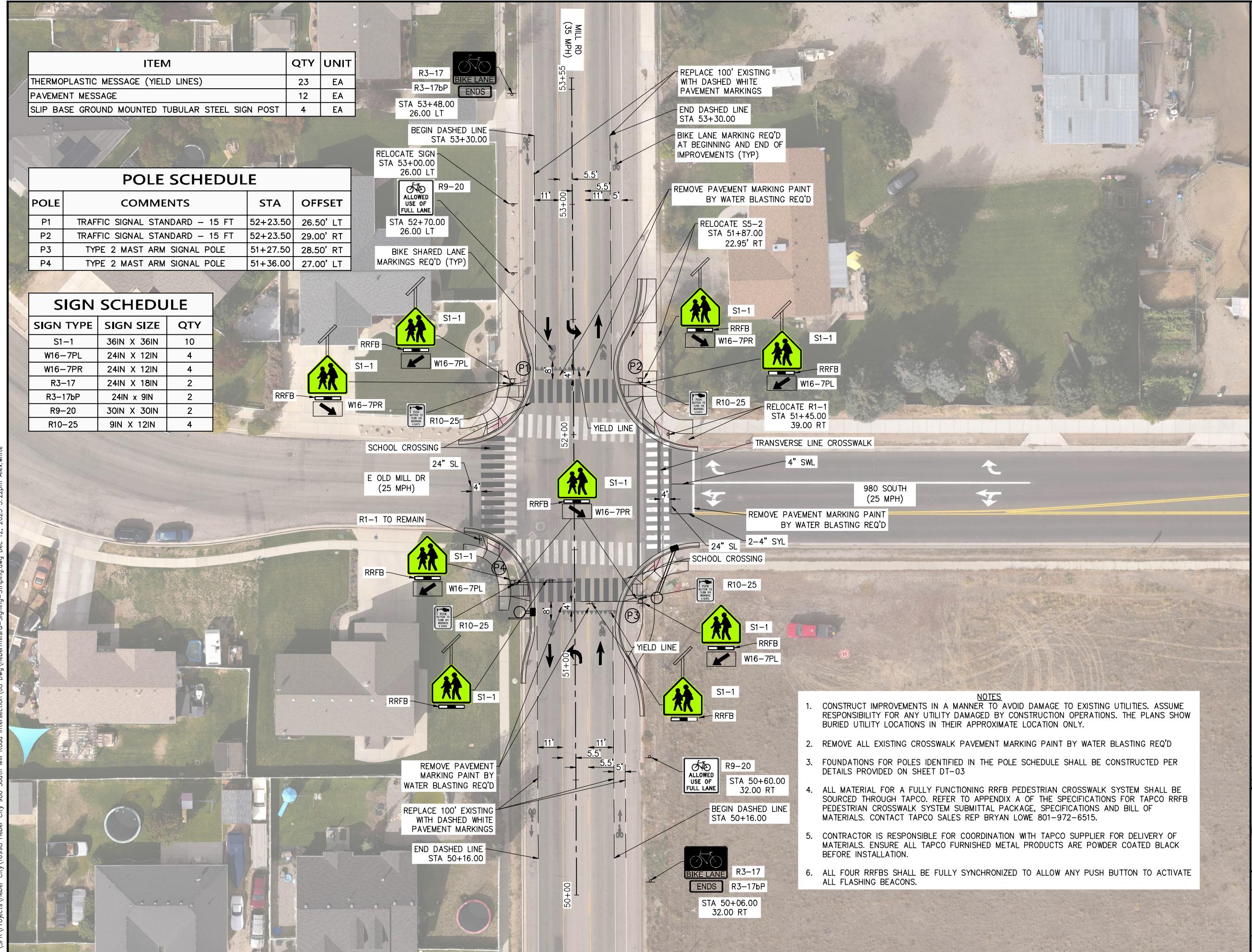
1. Bid Tabulation
2. Project Plan Sheet
3. TAPCO Crossing System Example Sheets

Heber City 980 South Mill Road Intersection Improvements

Bid Opening Date: January 13, 2026 @ 2:00 pm

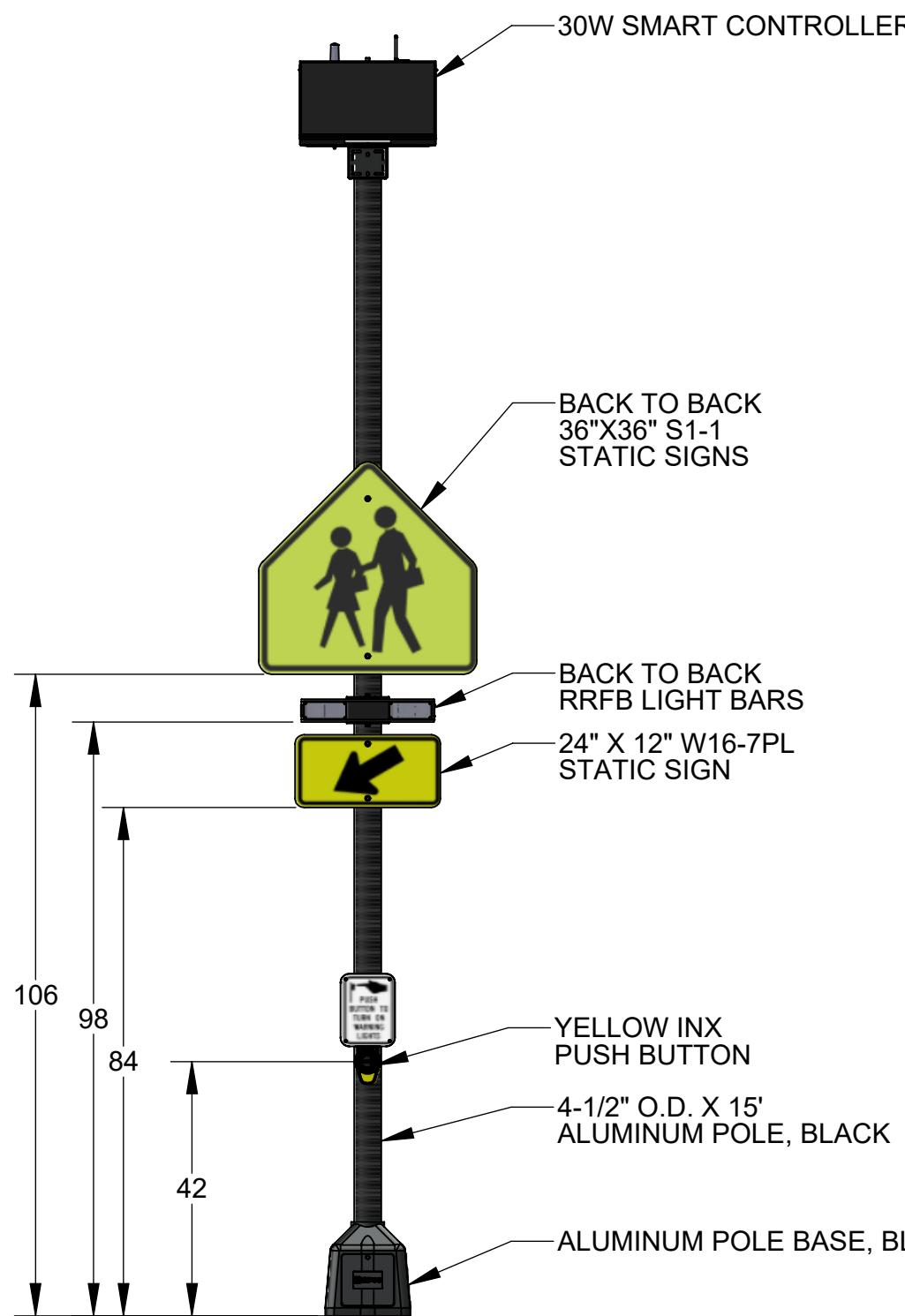
BID TABULATION

Item No.	Item Description	Quantity	Unit	Woodward Co. Utah LLC		Wells Barker Construction Inc.		Post Construction		Strong Excavation & Construction		RC Enterprise LLC		STAPP Construction		Geneva Rock		ACMF Construction		Beck Construction & Excavation	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID																					
1	Mobilization	1	LS	\$ 12,050.00	\$ 12,050.00	\$ 11,644.00	\$ 11,644.00	\$ 40,000.00	\$ 40,000.00	\$ 45,681.24	\$ 45,681.24	\$ 32,000.00	\$ 32,000.00	\$ 38,990.00	\$ 38,990.00	\$ 28,000.00	\$ 28,000.00	\$ 29,550.00	\$ 29,550.00	\$ 59,000.00	\$ 59,000.00
2	Traffic Control	1	LS	\$ 2,455.00	\$ 2,455.00	\$ 2,387.00	\$ 2,387.00	\$ 10,000.00	\$ 10,000.00	\$ 5,948.64	\$ 5,948.64	\$ 15,000.00	\$ 15,000.00	\$ 21,490.00	\$ 21,490.00	\$ 26,000.00	\$ 26,000.00	\$ 69,750.00	\$ 69,750.00	\$ 18,000.00	\$ 18,000.00
3	Clearing, Grubbing, and Demolition	1	LS	\$ 3,125.00	\$ 3,125.00	\$ 300.00	\$ 300.00	\$ 8,000.00	\$ 8,000.00	\$ 493.98	\$ 493.98	\$ 1,600.00	\$ 1,600.00	\$ 2,535.00	\$ 2,535.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00	\$ 4,200.00	\$ 4,200.00
4	Relocate Shallow Sump Inlet	1	EA	\$ 2,350.00	\$ 2,350.00	\$ 9,661.00	\$ 9,661.00	\$ 8,800.00	\$ 8,800.00	\$ 9,988.92	\$ 9,988.92	\$ 6,785.00	\$ 6,785.00	\$ 2,880.00	\$ 2,880.00	\$ 9,500.00	\$ 9,500.00	\$ 12,600.00	\$ 12,600.00	\$ 10,400.00	\$ 10,400.00
5	Remove Existing Asphalt Pavement	1,800	SF	\$ 1.03	\$ 1,854.00	\$ 2.62	\$ 4,716.00	\$ 3.50	\$ 6,300.00	\$ 2.30	\$ 4,140.00	\$ 3.00	\$ 5,400.00	\$ 1.90	\$ 3,420.00	\$ 3.00	\$ 5,400.00	\$ 2.50	\$ 4,500.00	\$ 5.00	\$ 9,000.00
6	Remove Existing Curb and Gutter	330	LF	\$ 6.84	\$ 2,257.20	\$ 8.38	\$ 2,765.40	\$ 18.00	\$ 5,940.00	\$ 12.73	\$ 4,200.90	\$ 11.00	\$ 3,630.00	\$ 9.95	\$ 3,283.50	\$ 11.00	\$ 3,630.00	\$ 15.00	\$ 4,950.00	\$ 10.00	\$ 3,300.00
7	Remove Existing Concrete Sidewalk	950	SF	\$ 1.53	\$ 1,453.50	\$ 2.87	\$ 2,726.50	\$ 6.50	\$ 6,175.00	\$ 4.21	\$ 3,995.50	\$ 3.50	\$ 3,225.00	\$ 1.60	\$ 1,520.00	\$ 8.00	\$ 7,600.00	\$ 3.00	\$ 2,850.00	\$ 4.50	\$ 4,275.00
8	Remove Existing Landscaping	1	LS	\$ 865.00	\$ 865.00	\$ 500.00	\$ 500.00	\$ 2,800.00	\$ 700.04	\$ 700.04	\$ 1,200.00	\$ 2,885.00	\$ 2,885.00	\$ 3,200.00	\$ 3,200.00	\$ 400.00	\$ 400.00	\$ 292.00	\$ 292.00	\$ 292.00	
9	Install High-Back Curb and Gutter	365	LF	\$ 38.74	\$ 14,140.10	\$ 61.24	\$ 22,352.60	\$ 61.00	\$ 22,265.00	\$ 53.22	\$ 19,425.30	\$ 51.00	\$ 18,615.00	\$ 37.00	\$ 13,505.00	\$ 60.00	\$ 21,900.00	\$ 55.00	\$ 20,075.00	\$ 45.00	\$ 16,425.00
10	Install Concrete Sidewalk	1,000	SF	\$ 9.45	\$ 9,450.00	\$ 13.49	\$ 13,490.00	\$ 13.50	\$ 13,500.00	\$ 12.49	\$ 12,490.00	\$ 13.00	\$ 13,000.00	\$ 8.55	\$ 8,550.00	\$ 13.00	\$ 13,000.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00
11	Install Perpendicular Curb Ramps	8	EA	\$ 1,990.00	\$ 15,920.00	\$ 700.00	\$ 5,600.00	\$ 2,400.00	\$ 19,200.00	\$ 1,190.34	\$ 9,522.72	\$ 2,675.00	\$ 21,400.00	\$ 2,145.00	\$ 17,160.00	\$ 3,500.00	\$ 28,000.00	\$ 2,250.00	\$ 18,000.00	\$ 1,850.00	\$ 14,800.00
12	Install Bike Ramp	1	EA	\$ 2,218.00	\$ 2,218.00	\$ 700.00	\$ 2,400.00	\$ 1,295.40	\$ 1,295.40	\$ 2,000.00	\$ 1,610.00	\$ 3,500.00	\$ 1,610.00	\$ 2,250.00	\$ 3,025.00	\$ 3,025.00	\$ 3,025.00	\$ 3,025.00	\$ 3,025.00	\$ 3,025.00	
13	Install Mow Curb	10	LF	\$ 95.00	\$ 950.00	\$ 4.20	\$ 42.00	\$ 84.00	\$ 840.00	\$ 59.16	\$ 58.00	\$ 580.00	\$ 29.50	\$ 295.00	\$ 100.00	\$ 1,000.00	\$ 82.00	\$ 82.00	\$ 22.00	\$ 22.00	
14	Asphalt Pavement Patching	730	SF	\$ 7.85	\$ 5,730.50	\$ 9.56	\$ 6,978.80	\$ 15.00	\$ 10,950.00	\$ 25.50	\$ 18,615.00	\$ 9.75	\$ 7,117.50	\$ 26.00	\$ 18,980.00	\$ 20.00	\$ 14,600.00	\$ 7.00	\$ 5,110.00	\$ 9.00	\$ 6,570.00
15	4" Dual Yellow Striping	10	LF	\$ 0.60	\$ 6.00	\$ 20.00	\$ 200.00	\$ 5.00	\$ 50.00	\$ 0.48	\$ 4.80	\$ 20.50	\$ 205.00	\$ 22.00	\$ 220.00	\$ 22.00	\$ 220.00	\$ 19.00	\$ 190.00	\$ 25.00	\$ 25.00
16	4" White Striping	10	LF	\$ 0.50	\$ 5.00	\$ 20.00	\$ 200.00	\$ 3.00	\$ 30.00	\$ 0.28	\$ 2.80	\$ 20.50	\$ 205.00	\$ 22.00	\$ 220.00	\$ 22.00	\$ 220.00	\$ 19.00	\$ 190.00	\$ 25.00	\$ 25.00
17	4" Dashed White Striping	500	LF	\$ 0.65	\$ 325.00	\$ 2.54	\$ 1,270.00	\$ 2.00	\$ 1,000.00	\$ 0.20	\$ 100.00	\$ 2.50	\$ 1,250.00	\$ 2.80	\$ 1,400.00	\$ 4.00	\$ 2,000.00	\$ 2.50	\$ 1,250.00	\$ 3.25	\$ 1,625.00
18	Pavement Marking Paint (School Crossings, Stop Lines)	460	LF	\$ 2.75	\$ 1,265.00	\$ 6.39	\$ 2,939.40	\$ 5.00	\$ 2,300.00	\$ 1.68	\$ 772.80	\$ 4.50	\$ 2,070.00	\$ 4.75	\$ 2,185.00	\$ 6.00	\$ 2,760.00	\$ 4.00	\$ 1,940.00	\$ 5.50	\$ 2,530.00
19	Thermoplastic Message (Yield Lines)	23	EA	\$ 165.00	\$ 3,795.00	\$ 86.31	\$ 1,985.13	\$ 160.00	\$ 3,680.00	\$ 95.88	\$ 2,205.24	\$ 88.00	\$ 2,024.00	\$ 95.00	\$ 2,185.00	\$ 120.00	\$ 2,760.00	\$ 80.00	\$ 1,840.00	\$ 107.00	\$ 2,461.00
20	Pavement Message Paint	12	EA	\$ 70.00	\$ 840.00	\$ 167.17	\$ 2,006.04	\$ 700.00	\$ 8,400.00	\$ 48.96	\$ 587.52	\$ 54.00	\$ 648.00	\$ 58.00	\$ 696.00	\$ 60.00	\$ 720.00	\$ 50.00	\$ 600.00	\$ 65.50	\$ 786.00
21	TAPCO RRFB Pedestrian Crosswalk System	1	LS	\$ 68,150.00	\$ 68,150.00	\$ 65,400.00	\$ 65,400.00	\$ 6,500.00	\$ 6,500.00	\$ 69,892.44	\$ 69,892.44	\$ 85,000.00	\$ 85,000.00	\$ 99,740.00	\$ 99,740.00	\$ 75,000.00	\$ 75,000.00	\$ 73,500.00	\$ 73,500.00	\$ 107,500.00	\$ 107,500.00
22	Signage	1	LS	\$ 9,998.00	\$ 9,998.00	\$ 2,382.00	\$ 2,382.00	\$ 11,000.00	\$ 11,000.00	\$ 2,773.38	\$ 2,773.38	\$ 6,600.00	\$ 6,600.00	\$ 6,630.00	\$ 6,630.00	\$ 11,500.00	\$ 11,500.00	\$ 3,750.00	\$ 3,750.00	\$ 5,000.00	\$ 5,000.00
23	Decorative Rock	1,020	SF	\$ 1.32	\$ 1,346.40	\$ 4.24	\$ 4,324.80	\$ 6.50	\$ 6,630.00	\$ 3.32	\$ 3,388.40	\$ 3.50	\$ 3,570.00	\$ 5.65	\$ 5,763.00	\$ 6.00	\$ 6,120.00	\$ 5.00	\$ 5,100.00	\$ 4.00	\$ 4,080.00
24	Sump Disposal	1	EA	\$ 250.00	\$ 250.00	\$ 8,621.00	\$ 8,621.00	\$ 10,000.00	\$ 10,000.00	\$ 19,547.60	\$ 19,547.60	\$ 19,750.00	\$ 19,750.00	\$ 2,630.00	\$ 2,630.00	\$ 11,000.00	\$ 11,000.00	\$ 15,500.00	\$ 15,500.00	\$ 2,746.00	
25	Striping Removal	650	LF	\$ 1.30	\$ 845.00	\$ 2.66	\$ 1,729.00	\$ 5.00	\$												



REV. NO.	COMMENT	DATE
	SUNRISE ENGINEERING 1180 N MOUNTAIN SPRINGS PKWY SPRINGVILLE, UT 84663 TEL 801.704.5220 sunrise-eng.com	HEBER CITY
980 SOUTH & MILL RD INTERSECTION RRFB DESIGN		
SEI NO. S16998	DESIGNED AW	DRAWN AW
CHECKED JM	SHEET NO. SG-01	

DECEMBER 2025



NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. WORM CLAMPS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
3. J-BOLTS NOT SHOWN
4. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

A	INITIAL RELEASE	-	JP	12/04/2025
REV.	DESCRIPTION	ECO	BY	DATE

DIMENSIONS ARE INCH AND TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED

.X	±0.1
.XX	±0.02
.XXX	±0.008
ANGLES	±1°

DESIGNED BY	DATE
AK	12/04/2025

DRAWN BY	DATE
AK	12/04/2025

APPROVED BY	DATE
JP	12/04/2025

TAPCO
5100 West Brown Deer Rd
Brown Deer, WI 53223 USA

7840 North 86th Street
Milwaukee, WI 53224 USA

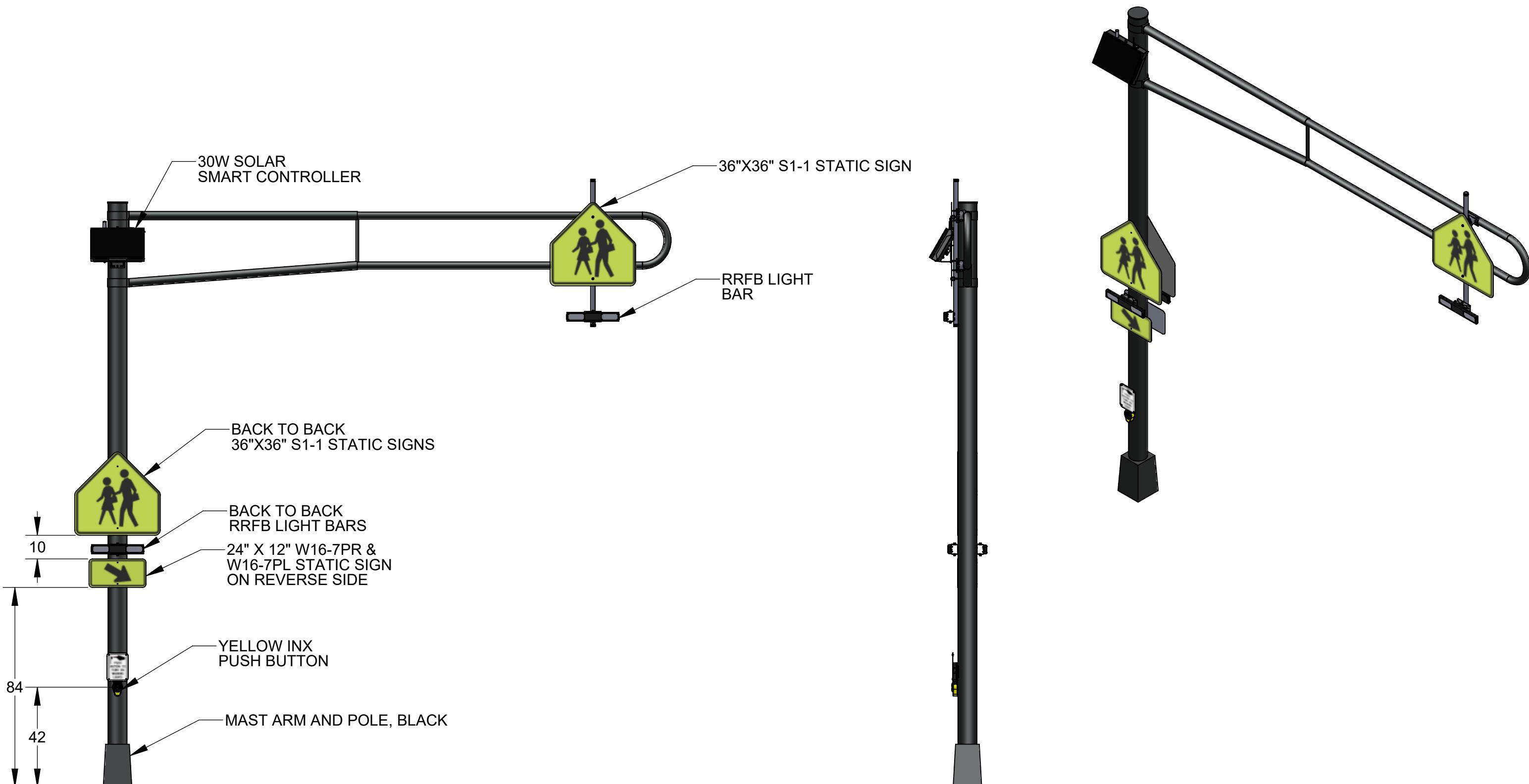
TITLE SOLAR B2B RRFB SCHOOL XING 15'

BLACK POLE ARRANGEMENT

SIZE **B** DOCUMENT NO.
(SEE TABLE FOR P/N) **SD2852** REVISION **A**

SCALE: 1:28 REFERENCE: Q25018650 SHT 1 of 1

PROPRIETARY AND CONFIDENTIAL. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.



NOTES:

1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
2. WORM CLAMPS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
3. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

A	INITIAL RELEASE	-	JP	12/04/2025
REV.	DESCRIPTION	ECO	BY	DATE

DIMENSIONS ARE INCH AND TOLERANCES ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED		TAPCO TRAFFIC & PARKING CONTROL CO., INC.	
.X	±0.1		
.XX	±0.02	5100 West Brown Deer Rd Brown Deer, WI 53223 USA	
.XXX	±0.008	7840 North 86th Street Milwaukee, WI 53224 USA	
ANGLES	±1°	TITLE SOLAR SS RRFB SCHOOL XING BLACK MAST ARM ARRANGEMENT	
DESIGNED BY	AK	DATE	12/04/2025
DRAWN BY	AK	DATE	12/04/2025
APPROVED BY	JP	DATE	12/04/2025
SIZE	DOCUMENT NO. (SEE TABLE FOR P/N)	SD2853	REVISION A
SCALE:	1:40	REFERENCE: Q25018650	SHT 1 of 1

THIS DRAWING IS THE PROPERTY OF TAPCO (Traffic & Parking Control Company, INC.) AND SHALL NOT BE DUPLICATED WITHOUT PERMISSION



Heber City Council Staff Report

MEETING DATE: 1/20/2026
SUBJECT: Consolidation of Justice Court Discussion
RESPONSIBLE: Parker Sever
DEPARTMENT: Police Department
STRATEGIC RELEVANCE:

SUMMARY

Presentation on the idea of Combining Heber City Justice Court with the Wasatch County Justice Court.

RECOMMENDATION

That City Council provides a consensus on whether they would like to continue to pursue the idea of combining Justice Courts with Wasatch County.

BACKGROUND

Heber City and Wasatch County each operate justice courts within their respective jurisdictions. Both courts serve an identical function by providing the public with access to a local court for the adjudication of minor criminal offenses, select civil matters, and infractions. Due to the close geographic proximity of the Heber City Justice Court and the Wasatch County Justice Court, both courts are currently located and operate within Heber City. Each court provides equivalent access to the populations it serves.

The attached presentation provides an overview of the identified advantages and disadvantages associated with the potential consolidation of these justice courts. Consolidation may result in operational efficiencies and improved clarity for the public regarding where to address judicial and administrative matters.

Staff is requesting policy direction from the City Council regarding whether there is interest in further evaluating the potential consolidation of the justice courts in the near future. Should the Council direct staff to proceed, staff will continue to coordinate with Wasatch County and the Heber City Justice Courts to develop a consolidation framework and will return to the Council at a later date for consideration and approval of a Memorandum of Understanding (MOU) between the parties. Any MOU approved by both governing bodies would also be subject to approval by the Utah Judicial Council, the governing authority responsible for oversight of Utah Justice Courts.

DISCUSSION

Should City staff continue to pursue the idea of a possible justice court consolidation.

FISCAL IMPACT

Fiscal impact is yet to be determined.

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

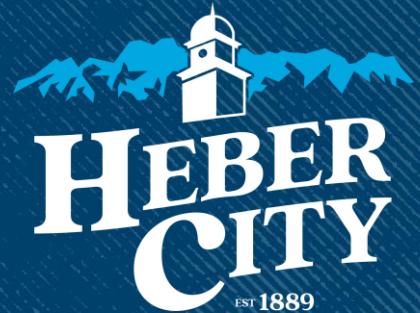
ACCOUNTABILITY

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

EXHIBITS

1. Justice Courts PP

HEART OF THE WASATCH BACK



HEBER CITY POLICE DEPARTMENT

Justice Courts Consolidation Discussion

COURT ORGANIZATION CHART

Heber City Justice Court

Part-Time Prosecutor

Part-Time Judge

- Court Administrator
- Judicial Assistant
- Part –Time Judicial Assistant

Wasatch County Justice Court

Part-Time Prosecutor

Part-Time Judge

- Court Administrator
- Judicial Assistant
- Judicial Assistant

WHAT IS THE HEBER CITY JUSTICE COURT?

Locally established and funded

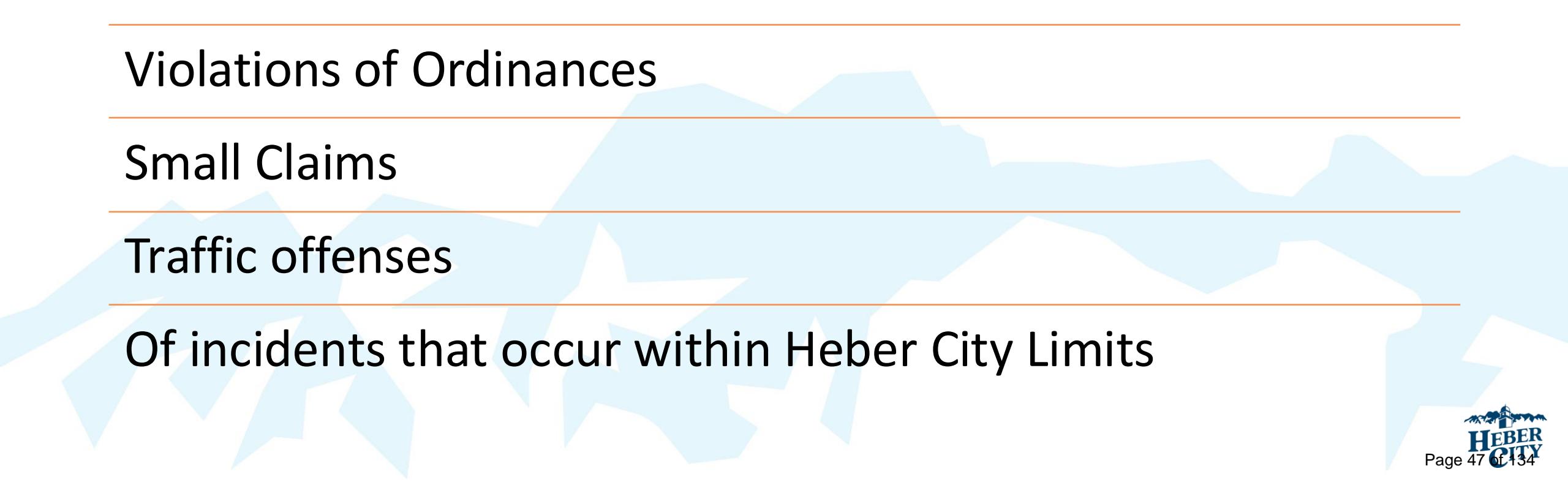
Handle class B and C Misdemeanors

Violations of Ordinances

Small Claims

Traffic offenses

Of incidents that occur within Heber City Limits



WHY DO WE HAVE A JUSTICE COURT



Local Access to Justice



Efficiency and Judicial Economy



Support for local governance



Local Control and Accountability



Cost effective Service Delivery



State Oversight and Due Process

JUSTICE COURT COSTS

We currently schedule reserves to perform bailiff duties.

Part-time judge and prosecutor

Court admin personnel

IT and other office related needs

For 2025 budgeted \$619,680.00

Revenue of approx. \$523,509.00

Currently operates at a deficit of approx. \$100,000.00

CONS TO HEBER CITY COURT OPERATIONS

Most Citizens do not understand jurisdictional boundaries and we have to refer them back and forth across town.

Bailiff duties and court scheduling for the PD.

Part-time court duties

Space a court needs

Court operates in a deficit

Current personnel would need to be reassigned

BENEFITS TO CONSOLIDATION

Reduced Costs?

Citizens would always respond to the same location to take care of legal matters.

PD would not have to perform bailiff duties

Cities are encouraged to consolidate courts

Full-Time Court Level 1 Court

Full-Time Judge / Prosecutor

Better offender tracking / Consistency

City would be able to repurpose the space used by the courts

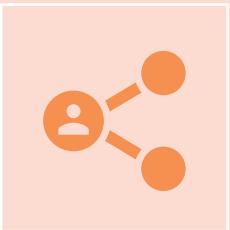
REASONS TO KEEP HEBER JUSTICE COURT



PROVIDE CONTINUED EMPLOYMENT
FOR THE 4 STAFF MEMBERS.

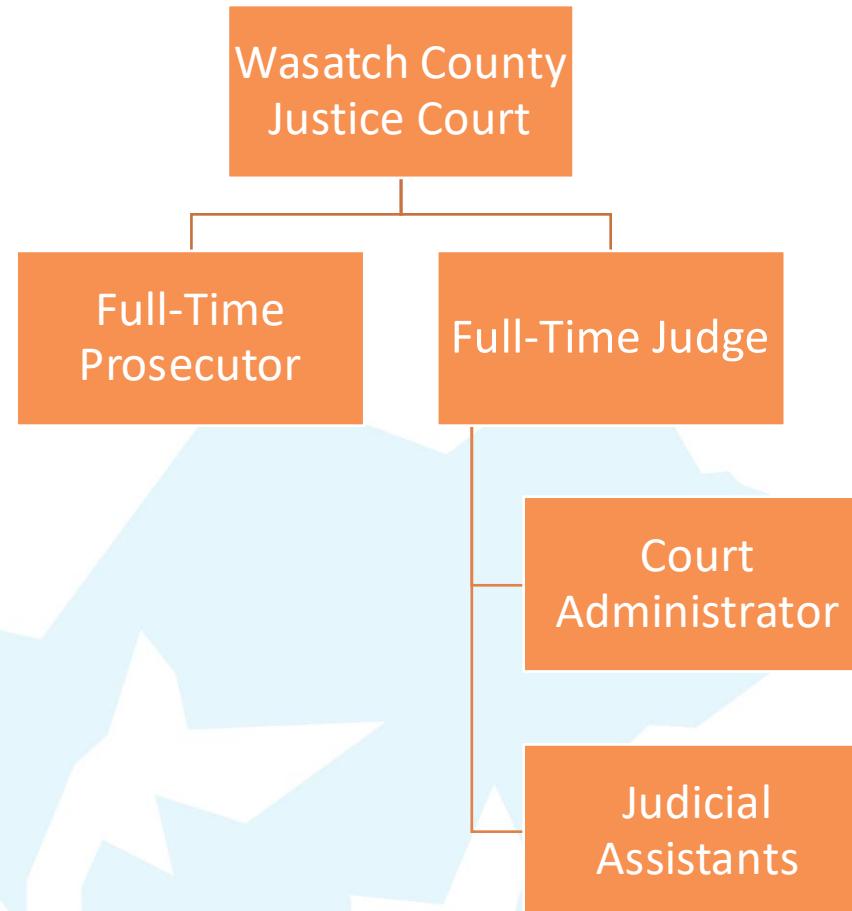


JUSTICE COURT IS UNDER THE CITY
CONTROL.



IT IS THE WAY WE HAVE ALWAYS
DONE BUSINESS.

POSSIBLE CONSOLIDATION ORG CHART



PROCESS TO CONSOLIDATION



Two ways to accomplish this.

The City does not fund the courts in the future.

The City establishes an MOU with the County for services.



If the City did not fund the courts by default the County would assume these services.

The City would not be allowed to have a justice court in the future



City establishes an MOU with the county to provide services.

The MOU would cover on-going funding and operational issues.

The Consolidation would need to be approved by the Utah State Judicial Council

CONSOLIDATION TIMING

Utah law prevents cities from decreasing the amount that they pay their judges.

City would need to pay out a judge for the remaining time on their contract cycle.

Most entities will consider a consolidation along with the contract cycle of the judges.

The election cycle for the Heber City Judge ends in 2026.

CONSOLIDATION CONCERNS U.J.C.

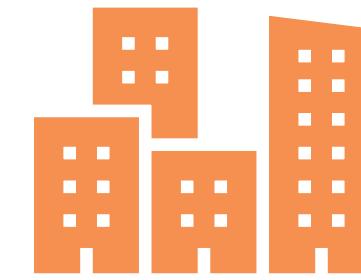
The continued
employment of
current staff.

Proper noticing
of the public of
the change.

WHAT CAN BE DONE WITH THE ADDITIONAL SPACE?



Future council Chambers?



Remodeled to fit City needs? The current City offices is built out.



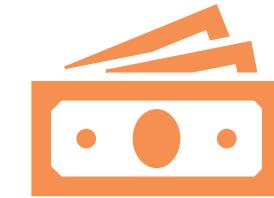
WHERE ARE WE AT IN THE PROCESS?



We have contacted the County
to see if there is interest



We have distributed a sample
MOU



County is working on a sample
budget

CAN THIS STILL BE DONE WITH CONSOLIDATION?



Local Access to Justice



Efficiency and Judicial Economy



Support for local governance



Local Control and Accountability



Cost effective Service Delivery



State Oversight and Due Process



Heber City Council Staff Report

MEETING DATE: 1/20/2026
SUBJECT: Jordanelle Ridge Open Space
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

On September 16, 2025, the Heber City Council adopted a conservation easement encompassing Jordanelle Ridge open space. This agreement established that the Jordanelle Ridge master HOA would own and maintain the open space with Heber City and Wasatch County having "step-in" rights to enforce terms of the agreement. Subsequent to adoption, the agreement was submitted to Wasatch County for consideration. County representatives have met twice, on November 4, 2025 and again on January 6, 2026, to discuss the open space. During the January 6, 2026, meeting, Jordanelle Ridge presented a handout that contained terms for agreeing to a third party land trust overseeing the open space easement. Attached is a copy of the terms discussed at the January 6, 2026, meeting. The purpose of this meeting is to discuss the terms and feedback received from Wasatch County's work meeting held on January 14, 2026. Also attached is a copy of the easement agreement approved by the Heber City Council on September 16.

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member: Matt Brower, City Manager
Jeremy Cook, City Attorney

EXHIBITS

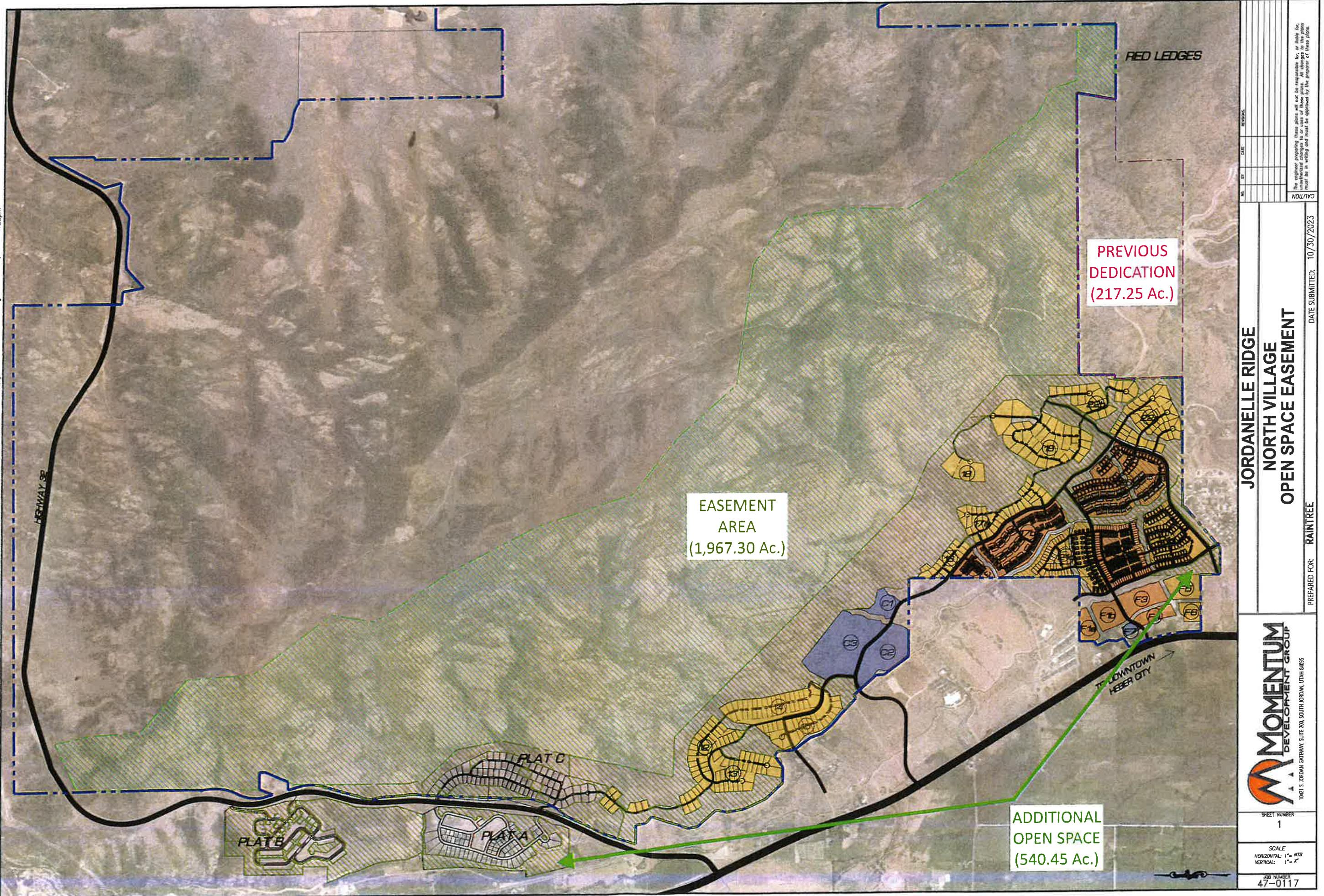
1. Jordanelle Ridge Conservation Third Party Term Sheet
2. Jordanelle Ridge Open Space Easement

Jordanelle Ridge Conservation Easement Discussion

January 6, 2026

At the request of Wasatch County, Jordanelle Ridge is willing to discuss the use of a Land Trust, subject to the following conditions:

1. Jordanelle Ridge shall retain rights to install any and all necessary infrastructure for development (for example: water tanks, storm flow basins, underground utility transmission lines, access roads, etc). Heber City will retain jurisdiction and exclusive rights over all approvals of infrastructure and Jordanelle Ridge will not be required to seek approval from the Land Trust or Wasatch County.
2. Heber City, Wasatch County and Jordanelle Ridge will work together in good faith to establish a process to select the proper Land Trust entity that is qualified and capable to act as trustee.
3. The purpose of the Land Trust easement shall be for recreational purposes and shall provide for flexibility relating to recreation.
4. The Land Trust will oversee and be limited to 1,967.30 acres, plus the 217.25 (acres of land previously conveyed to the County by Jordanelle Ridge), for a total of 2184.55 acres. The Land Trust will not include or extend to any additional acreage within the Jordanelle Ridge Master Plan.
5. Wasatch County and/or the Wasatch Open Lands Board will pay all costs associated with establishing the Land Trust, including stewardship costs and the one-time endowment fee.
6. Wasatch County and/or the Land Trust will assume all responsibility for the maintenance, management, and care of the trails and will fund all associated costs.
7. Jordanelle Ridge and Heber City will retain step-in rights in the event the trails are not maintained at a level consistent with the standard of maintenance over the past 15 years.



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 transferable 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]



Heber City Council Staff Report

MEETING DATE:

1/20/2026

SUBJECT:

Affordable Housing University: Topics for Future Affordable Housing Discussions

RESPONSIBLE:

Matt Brower

DEPARTMENT:

Administrative

STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative

Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 1/20/2026
SUBJECT: North Village Views MDA
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

North Village Views is asking for modification to the North Village Views Master Development Agreement (MDA) to address some of the required zoning design elements (including those contained in the North Village Overlay Zone) for the proposed homes. A public hearing has been held. A presentation, discussion, and direction from the City Council was given at the December 16, 2025, City Council meeting. This item is for the adoption of the amended MDA.

RECOMMENDATION

Staff recommends that City Council adopt the amendments to the North Village Views MDA.

BACKGROUND

North Village Views was annexed into Heber City in 2022. On November 12, 2022, the City Council approved a Master Development Agreement with North Village Views. The applicant has moved forward with the project and has some challenges in meeting NVOZ due to the topography.

A public hearing was held at the October 28, 2025, Planning Commission meeting where the Planning Commission provided a positive recommendation for an amendment to the existing MDA. There was discussion on incorporating all the comments from the different City Departments and entities into the amended MDA.

A presentation, discussion, and direction from the City Council was given at the December 16, 2025, City Council meeting. The discussion included the history of the project, road alignments, and why items cannot meet NVOZ, and the lack of elevations that are needed for a thorough review for the exceptions. There was also a discussion regarding the number of units per building and that the exception was no longer needed.

DISCUSSION

The North Village Overlay Zone Ordinance is the code for the North Village Views Development and works with the MDA to guide the development of this master plan. The MDA is utilized to address situations that are unique to the property development. North Village Views has some challenging

topography which makes it difficult to implement the NVOZ, and for this reason the request has been made to amend. Their challenges with the hillside and variance requests are similar to the requests granted to The Highlands. Additionally, the project has had to be redesigned in order to accommodate the UDOT road location. The road has had to be relocated, requiring land swaps for the new location. North Village Views is a master plan development with an existing MDA. It has been approved for up to 219 ERUs on 36.8 acres. The applicant would like to amend the Master Development Agreement to request variances from the North Village Overlay Zone (NVOZ) in order to develop their project in accordance with their site plan. The Variances requested correspond with 3. Variances from City's Vested Laws found in the MDA are the following:

- a. Block length and perimeter vary from Section 18.21.040 of the Zone provisions such that distances are adjusted in accordance with the Site Plan. **Due to the topography, the block length and block permitter cannot be achieved. The Highlands provided pedestrian connectivity to their amenities to compensate for longer block lengths.**
- b. Alley loaded garages varying from Section 18.21.030 of the Zone provisions such that townhomes constructed on the property will not be required to be alley loaded but may instead be front loaded. **Due to the topography and road design, accessing the townhome from an alley cannot be achieved and have the grades work without large retaining walls. Non-alley-loaded townhomes will only be allowed on private streets.**
- c. Townhome requirements vary from Section 18.21.030 of the Zone such that the following may be adjusted if required, and only to the extent required, to meet the site design set forth in the Site Plan:
 - i. The front line property coverage. **The front property line coverage may be reduced due to topography that would require retaining walls to meet the standard.**
 - ii. Front build-to zone — **The front build-to zone may be increased to accommodate topography when the property line curves such that the front build-to line is not reasonably achieved.**
 - iii. Building variations — **Elevations have not been provided, so it is difficult to determine what items need to receive relief from the NVOZ code. The Highlands received relief from the minimum porch requirement on one of their housing types but was still required to provide private open space. Highlands was also required to meet the street face requirements with 360 degree architecture and added porch-like elements, so the street facade from the private streets is pleasing. An application for Site Plan review will be required as part of the development process.**
 - iv. Transparency per story—**This request is required because of the garage doors. Without elevations, it is difficult to calculate what the reduction will be from the required 15%. This request will only apply to the garage level.**
 - v. Number of units per building — **During the discussion at the December 16, 2025, City Council meeting, the applicant stated that this request is no longer needed.**
- d. To facilitate the road alignment changes, a variance is granted from the standard buffer and open channel requirements along the historic natural drainage channel and allowing a portion of the channel, from the Timpanogos Canal to approximately 550 feet downstream of the Timpanogos Canal to be piped. Subject to review and approval of the City Engineer, downstream of the piped section, the channel may be reconstructed and relocated adjacent to the new collector road in accordance with the Site Plan. **Their requests are similar to other hillside developments within the NVOZ district.**
- e. All other requirements in accordance with the City's Vested Laws and the Zone, including but not limited to the following items, shall remain in effect:

- i. the Site Plan shall remain subject to final UDOT design and approval of design and connections to Highway 40;
- ii. the Developer shall comply, directly or indirectly, with all published Master Planned infrastructure and trails requirements for the Property, both on and adjacent to the Property;
- iii. the Developer shall ensure that emergency vehicle access is available during phased construction;
- iv. the City's storm water design manual must be followed for separation and pre-treatment as applicable;
- v. secondary access, including connectivity to adjoining properties, must be available as applicable.

FISCAL IMPACT

None.

CONCLUSION

The North Village Views Master Plan has challenging topography and makes it difficult to meet some of the required zoning design elements (including those contained in the North Village Overlay Zone) for the proposed homes. The changes that are being proposed to the MDA address the unique topography challenges and provide design elements to meet the intent of the required zoning design elements

Staff recommends that City Council adopts the amendments to the Master Development Agreement for North Village Views, subject to the following findings and conditions:

Findings

1. The application is consistent with the Municipal Zoning Code.
2. The application is consistent with the General Plan.
3. The proposed Site Plan shall comply with City ordinances, Federal, State Law, as applicable to the site where the conditional use is located.

Conditions:

- 1 All requirements of the City Engineer shall be met.
2. All other Code Requirements shall be met.
3. All conditions from reviewing departments and agencies be met.
4. Any other conditions or changes as articulated by the Planning Commission.
5. Any other conditions placed on the development through previous approvals and the Planning Commission.

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 North Village Views MDA** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve North Village Views MDA** as amended, as follows:

Alternative 3 - Continue

I move to **continue the North Village Views MDA** 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 North Village Views MDA** with the following findings.

ACCOUNTABILITY

Department: Planning

Staff member: Denna Woodbury, Planning Consultant


EXHIBITS

1. NVV concept 9-18-25a (1)
2. NVV concept 9-18-25a
3. NVV concept 9-18-25b (1)
4. NVV concept 9-18-25b
5. Second Amendment to North Village Views MDA for Packet - 4905-9069-0439 - 2









WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032
Tax Parcel Nos.: 00-0021-2042, 00-0021-2609, 00-0021-2266, 00-0021-2267, 00-0007-8530

(Space above for Recorder's use only.)

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR THE
NORTH VILLAGE VIEWS**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
NORTH VILLAGE VIEWS** (this “Second Amendment”) is entered into this 20th day of January, 2026, by and between HEBER CITY, a political subdivision of the State of Utah (the “City”), and NORTH VILLAGE PROPERTIES, LLC, a Utah limited liability company (“Developer”). Each of Developer and the City are hereinafter referred to individually as a “Party” and collectively as the “Parties”

RECITALS:

A. This Second Amendment amends that certain Master Development Agreement for the North Village (the “MDA”), which MDA was approved by the City Council through ordinance 2022-27 and executed December 6, 2022 (as such MDA was amended by that certain First Administrative Amendment to the MDA for the North Village Views, which was recorded in the official records of the Wasatch County Recorder on January 18, 2024 as Entry No. 540891 in Book 1463 at Page 1839-1846 (together, the “Agreement”)). Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Original Agreement.

B. The Agreement encumbers property which is described in Exhibit A, attached hereto and incorporated herein.

C. Following discussions with the City, the Developer has submitted a formal request for an amendment to the Agreement to incorporate changes to the Agreement agreed by Developer and City.

D. The Parties agree that the Second Amendment is necessary to effectively and efficiently develop the Property in accordance with the intent of the Parties under the Agreement, including the approved Site Plan (and any amendments thereto) set forth in the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein and in the Original Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. **Effect of this Second Amendment.** Other than as specifically amended herein by this Second Amendment, the Agreement and all applicable provisions therein shall remain in full force and effect.

2. **Recording.** This Second Amendment shall be recorded with the Wasatch County Recorder's Office.

3. **Variances from City's Vested Laws.** The Agreement is hereby amended to allow for variances from the following City's Vested Laws (including the Zone) to allow Developer to develop the Property generally in accordance with the Revised Site Plan ("Site Plan"), attached hereto as Exhibit B and incorporated into the Agreement:

- a. Such necessary variances from Section 18.21.040 of the Zone such that block lengths and block perimeter distances are adjusted in accordance with the Site Plan;
- b. Such necessary variances from Section 18.21.030 of the Zone such that townhomes constructed on the property will not be required to be alley loaded, but may instead be front loaded. Townhomes and single-family units shall not be loaded from collector roads;
- c. Such necessary variances from Section 18.21.030 of the Zone such that the following may be adjusted if required, and only to the extent required, to meet the site design set forth in the Site Plan:
 - i. the front-line property coverage;
 - ii. the front build to zone;
 - iii. building variations;
 - iv. transparency per story only on garage level;
- d. To facilitate the road alignment changes, a variance is granted from the standard buffer and open channel requirements along the historic natural drainage channel and allowing a portion of the channel, from the Timpanogos Canal to approximately 550 feet downstream of the Timpanogos Canal to be piped. Subject to review and approval of the City Engineer, downstream of the piped section, the channel may be reconstructed and relocated adjacent to the new collector road in accordance with the Site Plan.
- e. All other requirements in accordance with the City's Vested Laws and the Zone, including but not limited to the following items, shall remain in effect:

- i. the Site Plan shall remain subject to final UDOT design and approval of design and connections to Highway 40;
- ii. the Developer shall comply, directly or indirectly, with all published Master Planned infrastructure and trails requirements for the Property, both on and adjacent to the Property;
- iii. the Developer shall ensure that emergency vehicle access is available during phased construction;
- iv. the City's storm water design manual must be followed for separation and pre- treatment as applicable;
- v. secondary access, including connectivity to adjoining properties, must be available as applicable.

4. **Variances to the Property Description.** Provided that the Developer provides written notice and an opportunity for the City to review such changes, the Parties hereby agree that Developer shall be entitled to make reasonable adjustments to the Property legal description and boundaries by effecting such land swaps with adjacent developers and property owners as are reasonably necessary to give effect to the Site Plan, without impacting the remainder of the Agreement, including this Second Amendment.

5. **Conflicts.** In the event of any conflict between the terms and conditions set forth in this Amendment and those set forth in the Original Agreement, the terms and conditions of this Amendment shall control.

6. **Ratification.** Except as expressly set forth in this Second Amendment, the Agreement is ratified and confirmed as written.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, this Amendment has been entered into by and among the City and Developer as of the date and year first above written.

DEVELOPER:

**NORTH VILLAGE PROPERTIES, LLC, a
Utah limited liability company**

By: _____
Name: _____
Title: Manager

DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of North Village Properties, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY:

Heber City, a political subdivision of the State of Utah

Heidi Franco, Mayor

Approved as to form and legality: Attest:

City Attorney City Recorder

By: _____ By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :\$.
CITY OF HEBER)

On the _____ day of _____, 2026, personally appeared before me Heidi Franco, who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.

NOTARY PUBLIC

Exhibit A
to
Second Administrative Amendment
to
Development Agreement for the North Village Views

(Description of Property)

Exhibit A

Development Agreement for North Village Views Residential Development

Legal Description

PARCELS 21-2609 & 07-853, ENTRY #442251:

Beginning at a point on the centerline of the Timpanogos Canal said point being North 00°28'54" West 270.81 feet and WEST 115.94 from the Northeast Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running;

Thence South 51°57'07" East 113.12 feet along the centerline of said Timpanogos Canal; Thence South 55°05'22" East 52.87 feet along the centerline of said Timpanogos Canal; Thence South 52°41'32" East 44.68 feet along the centerline of said Timpanogos Canal; Thence South 47°56'47" East 261.47 feet along the centerline of said Timpanogos Canal; Thence South 39°35'56" East 102.04 feet along the centerline of said Timpanogos Canal; Thence South 75°00'53" East 26.17 feet along the centerline of said Timpanogos Canal; Thence

North 89°46'54" East 71.96 feet along the centerline of said Timpanogos Canal; Thence southeasterly 120.62 feet along the arc of a 98.00 foot radius curve to the right, the chord bears South 54°57'25" East 113.15 feet along the centerline of said Timpanogos Canal; Thence South 19°41'44" East 102.74 feet along the centerline of said Timpanogos Canal; Thence South 34°55'51" East 147.43 feet along the centerline of said Timpanogos Canal; Thence South 37°00'16" East 100.58 feet along the centerline of said Timpanogos Canal; Thence

South 48°04'46" East 20.70 feet along the centerline of said Timpanogos Canal; Thence South 55°31'15" East 116.23 feet along the centerline of said Timpanogos Canal; Thence South 74°48'25" West 17.48 feet; Thence westerly 193.02 feet along the arc of a 347.00 foot radius curve to the right, chord bears North 89°15'29" West 190.54 feet; Thence North 73°19'22" West 74.75 feet; Thence northwesterly 113.35 feet along the arc of a 353.00 foot radius curve to the left, chord bears North 82°31'19" West 112.87 feet; Thence

South 88°16'44" West 182.17 feet; Thence northwesterly 67.72 feet along the arc of a 347.00 foot radius curve to the right, chord bears North 86°07'48" West 67.61 feet; Thence North 10°34'50" East 167.93 feet; Thence

North 79°25'10" West 110.01 feet; Thence northwesterly 15.55 feet along the arc of a 10.00 foot radius curve to the right, chord bears North 34°53'04" West 14.03 feet; Thence northeasterly 16.62 feet along the arc of a 60.00 foot radius curve to the left, chord bears North 01°42'58" East 16.57 feet; Thence northwesterly 102.91 feet along the arc of a 303.35 foot radius curve to the right, chord bears North 73°10'38" West 102.42 feet; Thence North 63°59'49" West 141.63 feet; Thence southwesterly 37.15 feet along the arc of a 20.00 foot radius curve to the right, chord bears South 62°46'58" West 32.04 feet; Thence

North 63°59'49" West 21.15 feet; Thence northwesterly 31.71 feet along the arc of 60.00 foot radius curve to the left, chord bears North 79°08'12" West 31.34 feet; Thence South 85°43'26" West 41.59 feet; Thence southwesterly 89.28 feet along the arc of a 150.00 foot radius curve to the right, chord bears South 08°57'08" West 87.97 feet; Thence South 26°00'11" West 54.74 feet; Thence North 63°59'49" West 88.89 feet; Thence northwesterly 190.66 feet along the arc of a 603.00 foot radius curve to the left, chord bears

North 73°03'19" West 189.87 feet; Thence North 73°03'19" West 189.87 feet; Thence North 82°06'48" West 75.29 feet; Thence North 06°27'11" East 77.53 feet; Thence northwesterly 86.47 feet along the arc of a 150.00 foot radius curve to the left, chord bears North 10°03'42" West 85.28 feet; Thence South 27°27'52" East 146.06 feet; Thence North 43°52'21" East 685.58 feet to the point of beginning.

PARCELS 21-2267 & 21-2266, ENTRY #432395:

Beginning at a point being South 00°30'30" East 1085.37 feet and South 89°53'52" West 669.21 feet from the Northeast Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running thence, South 89°53'52" West, a distance of 466.35 feet; Thence, South 42°04'20" West, a distance of 263.72 feet to a point on the northwest sideline of State Highway 40; Thence, North 31°21'37" West, along said sideline a distance of 402.47 feet; Thence, North 87°13'09" East, a distance of 520.38 feet; Thence, North 32°30'59" West, a distance of 298.91 feet; Thence, North 52°35'58" East, a distance of 139.08 feet; Thence, North 32°24'17" West, a distance of 96.36 feet; Thence, North 49°02'11" West, a distance of 30.17 feet; Thence South 68°24'22" West 515.30 feet to a point on the northwesterly sideline of said State Highway 40; Thence, North 24°49'56" West, along said sideline a distance of 150.48 feet; Thence, North 69°59'05" East, a distance of 399.34 feet; Thence, South 70°20'17" East, a distance of 104.96 feet to the centerline of Wasatch Canal; Thence, along the center line of said Wasatch Canal the following nine (9) courses; (1) South 62°37'14" East 78.81 feet; (2) South 39°53'29" East 132.39 feet; (3) South 55°57'44" East 111.02 feet; (4) South 43°39'59" East 56.24 feet; (5) South 35°00'02" East 23.20 feet; (6) South 20°24'36" East 117.27 feet; (7) South 41°35'39" East 119.93 feet; (8) South 24°37'46" East 140.91 feet; (9) South 33°44'06" East 85.31 feet to the point of beginning.

PARCEL 21-2042, ENTRY #428172:

Commencing at the Northeast Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 00°30'30" East 1085.37 feet and South 89°53'55" West 23.55 feet to the point of beginning for this description: Thence South 89°53'55" West, a distance of 396.07 feet; Thence North 00°08'04" West, a distance of 1.82 feet; Thence South 89°53'55" West, a distance of 203.30 feet to a point on the east sideline of the existing 65.00 foot Wasatch Canal Right of Way; Thence running along said sideline for the following five courses: (1) Thence North 43°17'59" West, a distance of 36.37 feet; (2) Thence North 33°44'06" West, a distance of 72.49 feet; (3) Thence North 24°37'46" West, a distance of 143.17 feet; (4) Thence North 41°35'39" West a distance of 118.70 feet; (5) Thence North 20°24'36" West, a distance of 15.84 feet; Thence North 55°53'06" East, a distance of 196.76 feet; Thence southeasterly along the arc of a curve to the left, having a radius of 500.00 feet, the center which bears North 73°22'35" East, a distance of 64.45 feet; Thence North 69°43'31" East, a distance of 140.58 feet; Thence northwesterly along the arc of a curve to the right, having a radius of 400.00 feet, the center which bears North 69°43'31" East, a distance of 255.08 feet; Thence southeasterly along the arc of a curve to the right, having a radius of 470.00 feet, the center bears South 18°25'33" West, a distance of 62.16 feet; Thence South 63°59'49" East, a distance of 96.94 feet; Thence southeasterly along the arc of a curve to the left, having a radius of 300.00 feet, the center of which bears South 77°17'51" East, a distance of 154.23 feet; Thence southeasterly along the arc of a curve to the left, having a radius of 300.00 feet, the center which bears North 73°14'46" East, a distance of 109.50 feet; Thence South 37°40'01" East, a distance of 361.29 feet; Thence southeasterly along the arc of a tangent curve to the left, having a radius of 250.00 feet, the center which bears North 52°20'00" East, a distance of 105.15 feet to the point of beginning.

EXHIBIT A

A parcel of land lying and situate in the Southeast Quarter of Section 18, and the Northeast Quarter of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian. Comprising 1.21 acres of Lot 1, North Horizon Subdivision, as recorded in Book 511, at Page 306 of the Wasatch County Records.

Basis of Bearing for subject parcel being

North 87°06'33" West 2619.46 feet, measured, between the 2005, 3" Wasatch County Brass Cap monumenting the Southeast Corner of said Section 18 and the 1976, 3" Wasatch County Aluminum cap monumenting the South Quarter of said Section 18; Subject parcel being more particularly described as follows:

Commencing at the 1976, three inch brass cap monument monumenting the Southeast Corner of said Section 18, thence North 87°06'33" West 1580.22 feet coincident with the monument line of the south line of the Southeast Quarter of said Section 18; Thence North 02°53'27" East 305.38 feet to a point on the southeasterly right of way line of Moulton Lane and the True Point of Beginning; Thence North 63°50'34" East (North 63°43'50" East, plat) 80.84 feet coincident with said right of way line; Thence departing said right of way South 26°25'22" East 54.19 feet to a point of curvature; Thence southeasterly 43.25 feet along the arc of a 242.00 foot radius curve to the left (center bears North 63°34'38" East) through a central angle of 10°14'24" to a point of tangency; Thence South 36°39'46" East 518.08 feet along a line running parallel to and 66.00 feet easterly of the westerly boundary of said Lot 1 to a point of curvature; Thence easterly 123.36 feet easterly along the arc of a 242.00 foot radius curve to the left (center bears North 53°20'14" East) through a central angle of 29°12'27" to a point on the southerly boundary of said subdivision; Thence South 28°36'44" West (South 28°36'44" West, plat) 106.54 feet coincident with said subdivision boundary; Thence North 36°39'49" West (North 36°46'30" West, plat) 791.82 feet coincident with the westerly line of said Lot 1 and the prolongation thereof to the point of beginning.



Commencing at the Northeast Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian, thence South 00°30'30" East 1085.41 feet coincident with the east line of said quarter section to the True point of beginning;

Thence North 89°53'52" East 116.19 feet;

Thence South 00°06'08" East 125.00 feet;

Thence South 89°53'52" West 1216.77 feet;

Thence South 42°04'13" West 226.85 feet to the east right of way of US Highway 40;

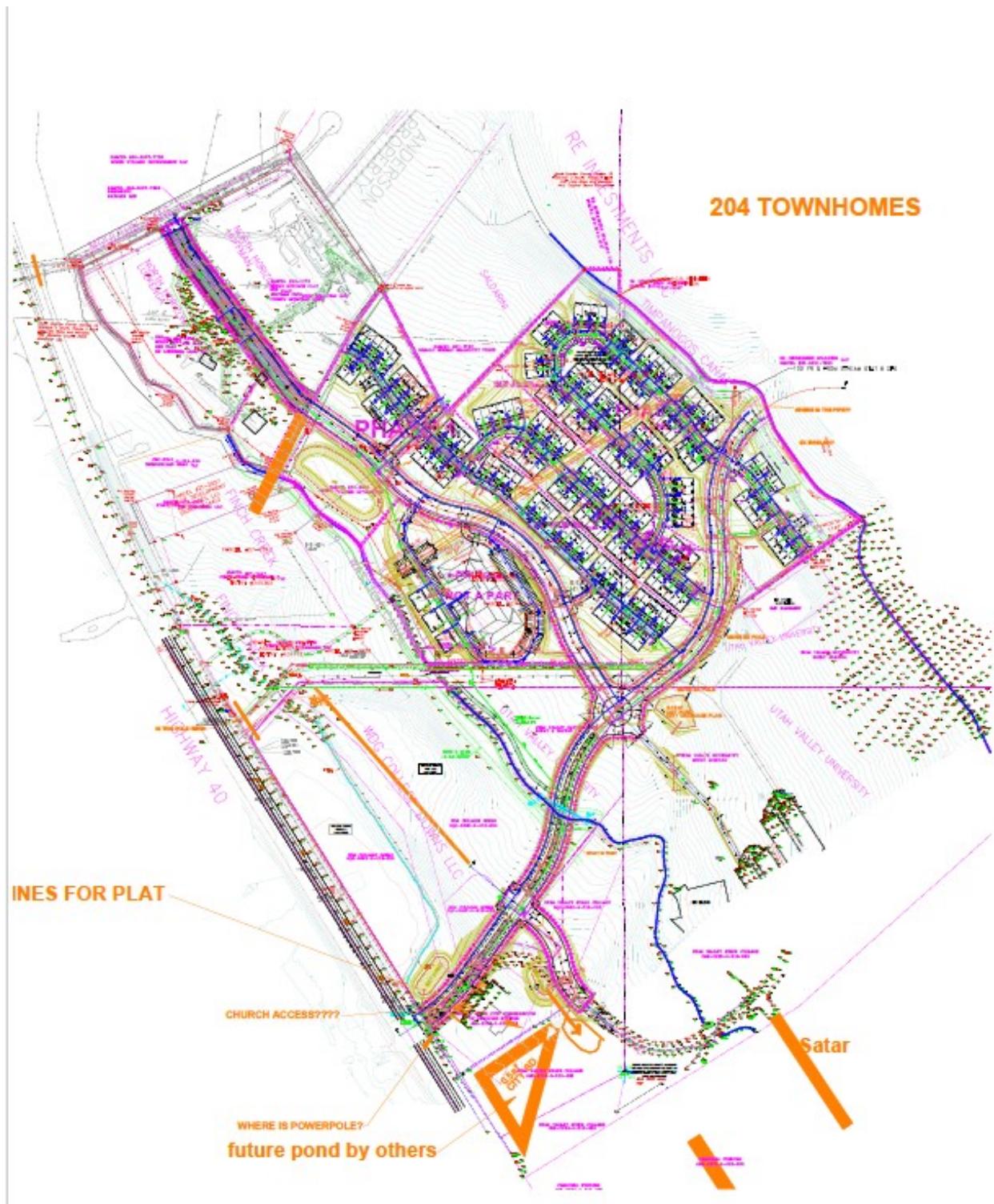
Thence North 32°01'03" West 114.23 feet coincident with said right of way;

Thence North 42°04'13" East 264.68 feet;

Thence North 89°53'52" East 1135.57 feet to the point of beginning.

Exhibit B
to
Second Administrative Amendment
to
Development Agreement for the North Village Views

Revised Site Plan





Heber City Council Staff Report

MEETING DATE:	1/20/2026
SUBJECT:	Garbett Homes potential zone change at 811 East Center (continued from January 6, 2026, Council meeting)
RESPONSIBLE:	Tony Kohler, Jacob Ballstead
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

Since visiting with Council on January 6, 2026, Garbett Homes has revised its concept at 830 East Center by increasing perimeter setbacks and increasing the amount of guest parking, which resulted in a reduction to the number of townhomes from 29 to 26. Garbett Homes is seeking input from Council on the concept prior to submitting a zone change application to the Planning Commission, after which Council will review once again.

Policy questions for Council include:

- Is Council comfortable with the petitioner proceeding to the Planning Commission with a zone change application?

RECOMMENDATION

Staff recommends Council have the petitioner file a formal application for a zone change and development agreement to the Planning Commission.

BACKGROUND

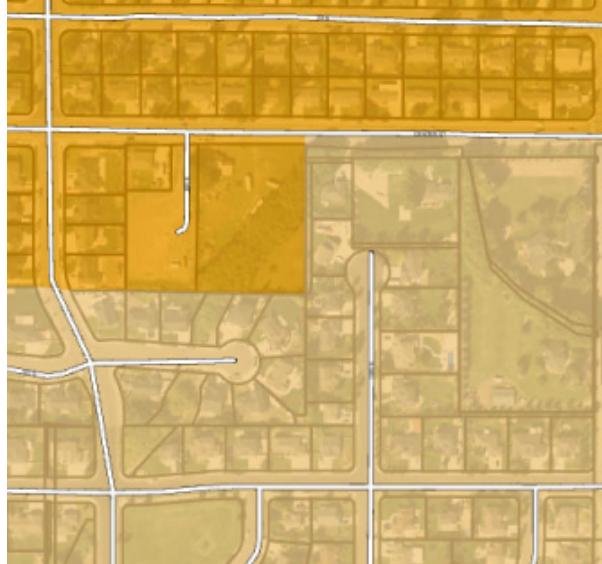
Jacob Ballsteadt, representing Garbett Homes, is returning to Council with a revised concept that involves 26, 2-story townhomes, reduced from the original proposal of forty (40), 3-story townhomes.

The following changes have been made since January 6 meeting:

- Reduced the number of units from 29 to 26
- Eliminated 5-unit buildings, they are now all 4-plexes or 2-plexes
- Added 3 additional guest parking stalls. 4 of the units have guest parking on their driveways. The remaining 22 units have over .5 guest parking stalls per unit to share. Garbett's property management company, Treo Community Management, recommended 0.5 guest stalls per unit. They manage nearly 10,000 units and have good experience. Jacob Ballsteadt's experience shows that 0.5 guest stalls per unit is a little high, with an average closer to .3 guest stalls per unit. The proposed site plan exceeds the requirements of the 2 parking stalls per home that are required by City Code in Section 18.72.
- Increased the perimeter setback to be a minimum of 25'
- Changed the site plan to increase the engagement of Center Street.

- The new site plan eliminates the road between the two common areas. The common areas are now contiguous and well connected by sidewalks to the rest of the community.
- The affordable housing concept involves deed restricting the future homes to be owner occupied (see attached proposal), prohibiting short-term rentals and long-term rentals, thus eliminating the development from the investor pool and assuring the housing is oriented to primary homeowners.

Zoning of Surrounding Properties



DISCUSSION

The next step in the process is for the petitioner to file a zone change and development agreement application with the Planning Commission.

FISCAL IMPACT

N/A

CONCLUSION

The proposed development has the potential for creating housing that is affordable to those earning moderate incomes and redeveloping a dilapidated property.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. 250823 830 E Center St_SP08alt_2026-01-09 co
2. Concept Elevations
3. Bluestone_Townhomes_Owner_Occupancy_Policy_City_Council_Packet

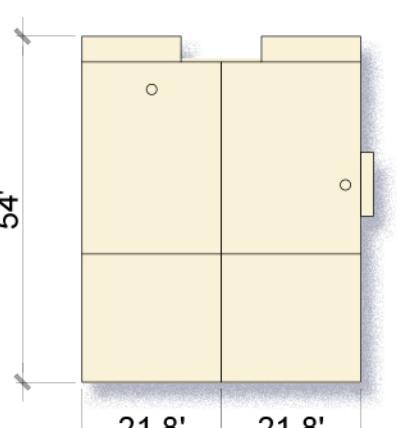


Site Info
 City: Heber City, UT
 County: Wasatch
 Zoning: TBD

Site Summary
 Gross Area: 3.11 ac
 Units: 26 du
 Density: 8.4 du / ac
 Open Space: 59.0%

Unit Mix
 Type Description Garage Gross SF Count SF Total Mix
 Plan 1 2-Story/3 bd/2.5 ba 2-Car SWS 1,650 19 31,350 73%
 Plan 2 2-Story/3 bd/2.5 ba 2-Car SWS 1,720 7 12,040 27%
 Total 26 43,390 100%

Parking Provided
 Garage 52
 Driveway 8
 Guest 12
 Total 72 Spaces 2.77 spaces / du



Typ. Plotting



Bluestone Townhome Development

Owner-Occupancy Deed Restriction Proposed Exceptions, Enforcement Framework, and Policy Considerations

This memorandum is provided for inclusion in the Heber City Council packet for the Bluestone Townhome Development. It summarizes a proposed owner-occupancy deed restriction framework intended to support entry-level homeownership, limit investor acquisition, and maintain long-term housing stability, while allowing reasonable flexibility for life events and hardship situations.

1. Purpose of Owner-Occupancy Requirement

The proposed owner-occupancy requirement is intended to ensure that the Bluestone Townhomes function as long-term, owner-occupied housing rather than investor-owned rental units. This approach supports Heber City's housing goals by prioritizing local residents, first-time buyers, and workforce households, while discouraging speculative ownership and short-term rentals.

2. Proposed Exceptions to Owner-Occupancy Requirement

- **Military Service:** Temporary rental permitted during active-duty deployment or permanent change of station, limited to the duration of the service assignment and subject to documentation.
- **Temporary Employment Relocation:** Rental permitted when the owner is required by an employer to relocate beyond a defined distance, typically limited to twelve (12) to twenty-four (24) months.
- **Financial Hardship:** Temporary rental permitted due to documented loss of employment, significant medical expenses, or imminent risk of foreclosure, subject to administrative approval.
- **Medical or Disability-Related Relocation:** Rental permitted when the owner or an immediate family member requires long-term medical care, assisted living, or disability-related relocation.
- **Death of Owner:** Heirs or estates may rent the unit during probate or estate administration for a defined period prior to sale.
- **Divorce or Legal Separation:** Temporary rental permitted while ownership interests are being resolved or while the unit is actively listed for sale.
- **Initial Occupancy Grace Period:** A short-term delayed occupancy or lease-back period following purchase, typically not exceeding ninety (90) days.
- **Temporary Absence:** Rental permitted during temporary absences such as caregiving, education, or sabbatical, generally limited to six (6) to twelve (12) months.

- **Owner-Occupied with Roommates:** Rental of individual bedrooms permitted provided the owner remains in residence and the unit continues to serve as the owner's primary residence.
- **Immediate Family Occupancy:** Occupancy by immediate family members without the owner present, provided the unit is not rented at market rates.
- **City-Approved Rental Cap (Optional):** A limited percentage of units may be approved for rental at any given time, administered on a first-come, first-served basis.
- **Force Majeure:** Temporary rental permitted following fire, flood, or other events rendering the unit temporarily uninhabitable.

3. Enforcement and Administration Framework

- **Recorded Deed Restriction:** The owner-occupancy requirement and exceptions shall be recorded against each unit and shall run with the land.
- **Primary Residence Requirement:** Units must be occupied as the owner's primary residence for a minimum portion of each calendar year.
- **Annual Owner Certification:** Owners shall submit an annual affidavit certifying compliance with the owner-occupancy requirement.
- **Verification Authority:** The enforcing entity may request reasonable documentation to verify compliance.
- **Graduated Enforcement:** Enforcement shall include notice of violation, opportunity to cure, and graduated penalties if noncompliance continues.
- **Mandatory Sale as Last Resort:** Continued noncompliance beyond a defined period may require sale of the unit to an owner-occupant purchaser.
- **Administration:** Enforcement may be administered by the homeowners association, the City, or a designated third-party administrator.

4. Policy Considerations for City Council

- **Housing Affordability:** Allowing limited, well-defined exceptions reduces the risk of foreclosure and displacement while maintaining affordability goals.
- **Market Stability:** Objective and time-limited exceptions help maintain resale liquidity without opening the development to investor ownership.
- **Lender Compatibility:** A clear and balanced framework supports conventional, FHA, and VA financing.
- **Administrative Feasibility:** Clear standards reduce enforcement burden and risk of selective enforcement.
- **Long-Term Neighborhood Stability:** Prioritizing owner-occupancy supports neighborhood cohesion and community investment.



Heber City Council Staff Report

MEETING DATE:

1/20/2026

SUBJECT:

Professional Services Agreement with the Community Alliance of Mainstreet (CAMS)

RESPONSIBLE:

Matt Brower

DEPARTMENT:

Administrative

STRATEGIC RELEVANCE:

Community Vibrancy

SUMMARY

A policy priority for FY '26 is the revitalization of the historic downtown. One important strategy for achieving this priority is the programming of quality activities and events in the downtown. The year-round programming of events tends to increase the economic viability of the area(s) in which the events are held.

A best practice associated with cities which have successful historic downtowns is to partner with downtown business alliances. These organizations are typically non-profits dedicated to increasing economic vitality and community vibrancy in the central business district. They actively produce and sponsor a host of events year-round, from large festivals to smaller community gatherings. This strategy has been discussed for some time in Heber, most notably in conjunction with the Roger Brooks Plaza Design, Programming, and Management Plan. The Community Alliance for Main Street (CAMS), a local non-profit dedicated to improving the economic fortunes of Heber's historic downtown for the past 20 years, is interested in serving as the go-to organization for programming high-quality events in the downtown.

The purpose of this agenda item is to consider a Professional Services Agreement with CAMS for the purpose of programming downtown special events, including current events, such as the Heber Market on Main (HMOM).

RECOMMENDATION

Approve the Professional Services Agreement.

BACKGROUND

A term sheet was negotiated with CAMS for the programming of existing and new events in the downtown area. This term sheet was vetted by the City Council in a regular meeting held in the fall of 2025. Staff was instructed to draft a Professional Services Agreement based on the items included in the term sheet. The CAMS board unanimously approved the Professional Services Agreement at their board meeting held on January 13, 2026.

CAMS is a non-profit as recognized by the IRS and a member of the National Mainstreet Association. Current CAMS board members include: **Tom Stone**, Chairperson; **Matt Brower**, Executive Member; **Dallin Koecher**, Executive Member; **Jeff Bradshaw**, Treasurer; **Ryan Fritzsche**, Board Member; **Kelsey Berg**, Board Member; **Erik Rowland**, Board Member; and **Nicole Ferguson**, Board Member.

A copy of the organization's bylaws and financials has been included as an attachment with this agenda item.

DISCUSSION

The terms outlined below were used to guide the City's negotiations in the drafting of the Professional Services Agreement. With few exceptions, the Agreement incorporates the terms below.

Terms:

Term	Term of agreement shall be from the effective date hereof until January 1, 2029, and upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this agreement is otherwise amended, replaced, or terminated by one or both parties.
Location of Events	Main Street Plaza; 200 South Festival Street; PD Lawn, Tabernacle Square; and other areas located in the downtown area that are approved by City.
Programming Days	CAMS will look to program the Plaza, Festival Street, PD lawn, and Tabernacle Square a minimum of 50 days per year, encompassing Existing Events and New Events.
Existing Events	Heber Market on Main (HMOM); Halloween Feast; Old Fashion Christmas and Seasonal programming at Plaza; Heber Town Square food truck coordination; spring clean-up; and major public Plaza reservations (i.e. car shows, art shows, Red White and Blue Festival, etc.).
New Events	Events programmed by CAMS or other public or private organizations.
Compensation	City will pay CAMS an annual amount of \$39,900, to meet contract outcomes of event management in Heber City Downtown. This sum will be due and payable by the first day of each quarter. An annual increase equal to what is included in the City's FY budget for staff will be provided.
Executive Director	CAMS will appoint their Executive Director as their special events coordinator for purposes of this agreement. Executive Director will be an employee of CAMS. CAMS will notify City immediately upon notice of Executive Director's departure.
Duties and Authority of CAMS	Scope of duties includes planning, organizing, and executing events from start to finish, which involves setting objectives, managing budgets, securing venues, coordinating vendors, and developing marketing plans. They are responsible for all logistical details, on-site supervision, working with city staff, troubleshooting issues, and conducting post-event analysis and reporting.

	<p>Comply with Federal, State and City rules and regulations, including, but not limited to, alcohol sale and consumption, park rules, HMOM vendor rules, UDOT right-of-way permits, Health Department Mass Gathering Permits, etc.</p> <p>Supervise, market and promote the Plaza and events. Events must be charged appropriate fees and deposits to cover costs of damage to City facilities and post-event clean-up.</p> <p>Report damage to City facilities and property immediately. Work to reduce the incidence of use damage to city facilities and property.</p> <p>Make recommendations for policy changes to improve the quality of event programming. Maintain appropriate insurance. Volunteers will be organized by CAMS who will also provide oversight.</p> <p>CAMS will provide biannual reports to the City Council.</p>
Coordination w/ City	CAMS will meet regularly with City's designee to address issues, problems and concerns. The City's Park reservation system will be utilized for facility reservations. Additionally, CAMS will assist with collection of event fees, such as those associated with providing public safety officers. Will coordinate continually with City, Health Department, UDOT, neighboring property owners (i.e. property owners on 200 South and 100 West) etc.
Event Revenues	<p>CAMS is granted the right to sell event sponsorships, other than HMOM, and retain sponsorship revenue. City will split 50/50 with CAMS weekly sponsorships for HMOM.</p> <p>CAMS is also granted the right to host ticketed events for which they can collect and retain the revenue. Seek grant monies, including TAP Tax grants, to support downtown events and programs.</p>
Quality of Events	<p>A core responsibility will include establishing quality standards, investigating issues, implementing corrective actions, monitoring performance, and fostering a continuous improvement mindset.</p> <p>New Events must be of high quality, available for all community members to attend and appropriate for all ages. Public safety must remain a high priority for all events. This includes canceling events promptly should weather or other issues or safety concerns require.</p>
Duties and Authority of City	<p>The City will reasonably cooperate with CAMS in the performance of duties under this Agreement.</p> <p>The City shall provide, at its sole expense, those ordinary services to the Plaza that it provides to other city park facilities, including trash services, irrigation, general maintenance of all areas of the Plaza, payment of charges resulting from use of power/electricity at the Plaza.</p>

	<p>City shall be responsible for repair and replacement, when necessary, of fixtures associated with the Plaza, including water, plumbing, and irrigation.</p> <p>City will provide general cleaning and maintenance of Plaza, Main Stage, Festival Street, PD lawn and Tabernacle Square.</p> <p>City will provide coordinated access to Ignition Creative for marketing resources, including access to City web page and social media.</p> <p>City shall provide general police services.</p> <p>City shall obtain and maintain general liability insurance coverage for the Plaza under its municipal insurance policy.</p> <p>City shall contract with sound companies and music brokers for Existing Events. The sound system may be used for other Events coordinated by CAMS, or private events, but the associated cost must be paid by a third party. Any new events held during the City's extended contract for the sound system will be required to pay only for sound technicians. The city shall pay for all talent secured for Existing Events.</p> <p>Negotiate and retain revenue for HMOM primary sponsor.</p> <p>City shall provide the right to access, occupy and use garage space of the old HL&P administration building for the purpose of fulfilling and carrying out CAMS duties under this agreement, which use, and access shall include, but not limited to, storage of items associated with event programming.</p> <p>City shall provide all necessary keys, codes or passwords to use the Plaza restrooms, Main Stage, pavilion storage and Tabernacle Building.</p> <p>Provide additional programming support by way of an annual budget. Requests will have to be submitted and vetted by staff and approved by City Council.</p>
Best Efforts	<p>Both CAMS and City pledge their best efforts to work together and resolve issues. CAMS will work closely with City when Executive Director position has turnover. City will have a role in the selection of the CAMS Executive Director by virtue of Board representation or separation if quality of work does not meet City standards.</p>

FISCAL IMPACT

The City will pay CAMS an annual amount of \$39,900.00, paid on a quarterly basis. Additionally, the City to split weekly HMOM sponsorships with CAMS on a 50/50 basis. The sponsorship arrangement should provide the City with a net increase in revenue as only a fraction of the weekly sponsorship were sold in previous years. The City will continue to be responsible for basic park and facility maintenance.

CONCLUSION

CAMS is prepared to assume responsibility for programming existing and future events in the downtown. It is a common practice for downtown alliance organizations to lead the programming and

activation of downtowns. This arrangement can be viewed as the first step in the transition of event programming from the City to CAMS. Council's policy priority envisions CAMS assuming the role of programming all amenities eventually built at the City's Main Park.

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. CAMS Community Events Term-Sheet
2. CAMS Balance Sheet
3. CAMS Agreement General Downtown Programming
4. CAMS Approved By-Laws 7.26.2023 (002)

TERM SHEET FOR ESTABLISHING AN ONGOING SERVCIE AGREEMENT BETWEEN HEBER CITY (CITY) AND THE COMMUNITY ALLIANCE OF MAINSTREET (CAMS) FOR MANAGING COMMUNITY EVENTS LOCATED IN DOWNTOWN HEBER

This term sheet sets forth the proposed terms and conditions for drafting an Ongoing Service Agreement with the Community Alliance of Main Street (CAMS) for managing community events located in downtown Heber. This Tem Sheet represents a non-binding summary of the basic terms and conditions of the Parties with respect to City's interest in proactively programming community events in the downtown area. Any legally binding obligation will be made pursuant to definitive agreement(s) to be negotiated and executed by the Parties.

Updated: 10/14/25

Terms:

Term	Term of agreement shall be from the effective date hereof until January 1, 2029, and upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this agreement is otherwise amended, replaced, or terminated by one or both parties.
Location of Events	Main Street Plaza; 200 South Festival Street; PD Lawn, Tabernacle Square; and other areas located in the downtown area that are approved by City.
Programming Days	CAMS will look to program the Plaza, Festival Street, PD lawn, and Tabernacle Square a minimum of 50 days per year, encompassing Existing Events and New Events.
Existing Events	Heber Market on Main (HMOM); Halloween Feast; Old Fashion Christmas and Seasonal programming at Plaza; Heber Town Square food truck coordination; spring clean-up; and major public Plaza reservations (i.e. car shows, art shows, Red White and Blue Festival, etc.).
New Events	Events programmed by CAMS or other public or private organizations.
Compensation	City will pay CAMS an annual amount of \$39,900 , to meet contract outcomes of event management in Heber City Downtown. This sum will be due and payable by the first day of each quarter. An annual increase equal to what is included in the City's FY budget for staff will be provided.
Executive Director	CAMS will appoint their Executive Director as their special events coordinator for purposes of this agreement. Executive Director

	will be an employee of CAMS. CAMS will notify City immediately upon notice of Executive Director's departure.
Duties and Authority of CAMS	<p>Scope of duties includes planning, organizing, and executing events from start to finish, which involves setting objectives, managing budgets, securing venues, coordinating vendors, and developing marketing plans. They are responsible for all logistical details, on-site supervision, working with city staff, troubleshooting issues, and conducting post-event analysis and reporting.</p> <p>Comply with Federal, State and City rules and regulations, including, but not limited to, alcohol sale and consumption, park rules, HMOM vendor rules, UDOT right-of-way permits, Health Department Mass Gathering Permits, etc.</p> <p>Supervise, market and promote the Plaza and events. Events must be charged appropriate fees and deposits to cover costs of damage to City facilities and post event clean-up.</p> <p>Report damage to City facilities and property immediately. Work to reduce incidence of use damage to city facilities and property.</p> <p>Make recommendations for policy changes to improve quality of event programming. Maintain appropriate insurance.</p> <p>Volunteers will be organized by CAMS who will also provide oversight.</p> <p>CAMS will provide biannual reports to the City Council.</p> <p>Seek grant monies to support downtown events and programs.</p>
Coordination w/ City	CAMS will meet regularly with City's designee to address issues, problems and concerns. The City's Park reservation system will be utilized for facility reservations. Additionally, CAMS will assist with collection of event fees, such as those associated with providing public safety officers. Will coordinate continually with City, Health Department, UDOT, neighboring property owners, etc.
Event Revenues	CAMS is granted the right to sell event sponsorships, other than HMOM, and retain sponsorship revenue. City will split 50/50 with CAMS weekly sponsorships for HMOM. CAMS is also granted the right to host ticketed events for which they can collect and retain the revenue.
Volunteers	Volunteers will be organized by CAMS who will also provide oversight.
Quality of Events	A core responsibility will include establishing quality standards, investigating issues, implementing corrective actions, monitoring performance, and fostering a continuous improvement mindset. New Events must be of high quality, available for all community members to attend and appropriate for all ages.

	Public safety must remain a high priority for all events. This includes cancelling events promptly in should weather or other issues or safety concerns require.
Duties and Authority of City	<p>City will reasonably cooperate with CAMS in the performance of duties under this Agreement.</p>
	<p>City shall provide, at its sole expense, those ordinary services to the Plaza that it provides to other city park facilities, including trash services, irrigation, general maintenance of all areas of the Plaza, payment of charges resulting from use of power/electricity at the Plaza.</p>
	<p>City shall be responsible for repair and replacement, when necessary, of fixtures associated with the Plaza, including water, plumbing, irrigation, the stage and AV related equipment.</p>
	<p>City will provide general cleaning and maintenance of Plaza, Main Stage, Festival Street, PD lawn and Tabernacle Square.</p>
	<p>City shall provide general police services.</p>
	<p>City shall obtain and maintain general liability insurance coverage for the Plaza under its municipal insurance policy.</p>
	<p>City shall contract with sound companies and music brokers for HMOM. Sound system may be used for other Events coordinated by CAMS. City shall pay for all talent secured for HMOM.</p>
	<p>Negotiate and retain revenue for HMOM primary sponsor.</p>
	<p>City shall provide the right to access, occupy and use garage space of old HL&P administration building for the purpose of fulfilling and carrying out CAMS duties under this agreement, which use, and access shall include, but not limited to, storage of items associated with event programming.</p>
	<p>City shall provide all necessary keys, codes or passwords to use Plaza restrooms, Main Stage, pavilion storage and Tabernacle Building.</p>
	<p>Provide additional programming support by way of annual budget. Requests will have to be submitted and vetted by staff and approved by City Council.</p>
Best Efforts	<p>Both CAMS and City pledge best efforts to work together and resolve issues. CAMS will work closely with City when Executive Director position has turnover. City will have a role in the selection of the CAMS Executive Director by virtue of Board representation or separation if quality of work does not meet City standards.</p>

Balance Sheet

COMMUNITY ALLIANCE FOR MAINSTREET INC As of December 31, 2025

	DEC 31, 2025	DEC 31, 2024
Assets		
Current Assets		
Cash and Cash Equivalents		
Grand Valley Bank Checking	43,851.14	1,828.58
Total Cash and Cash Equivalents	43,851.14	1,828.58
Total Current Assets	43,851.14	1,828.58
Total Assets	43,851.14	1,828.58
Liabilities and Equity		
Equity		
Current Year Earnings	42,022.56	(69,281.06)
Retained Earnings	71,109.64	71,109.64
Retained Earnings3	(69,281.06)	-
Total Equity	43,851.14	1,828.58
Total Liabilities and Equity	43,851.14	1,828.58

Income Statement (Profit and Loss)

COMMUNITY ALLIANCE FOR MAINSTREET INC

For the year ended December 31, 2025

	2025	2024
Income		
Donation Income	105,424.27	382,230.66
Fundraiser Income	-	5,702.76
Total Income	105,424.27	387,933.42
Gross Profit	105,424.27	387,933.42
Operating Expenses		
Advertising	6,458.31	918.00
Bank Charges	-	(0.07)
Computer Services	270.26	847.95
Dues & Subscriptions	525.00	512.38
Education	2,492.17	-
Insurance	223.00	446.00
Licenses	-	1,200.00
Main Street Beautification	4,000.00	347,465.54
Meals & Entertainment	-	3,570.00
Postage & Delivery	-	34.08
Professional Services	1,145.72	13,165.71
Program Support	14,100.00	600.00
Taxes - Payroll	15,971.10	37,795.39
Undistributed	100.00	-
Uniforms	-	797.58
Wages	18,116.15	49,861.92
Total Operating Expenses	63,401.71	457,214.48
Operating Income	42,022.56	(69,281.06)
Net Income	42,022.56	(69,281.06)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into by and between **HEBER CITY**, a Utah municipality (“City”), and **COMMUNITY ALLIANCE FOR MAIN STREET, INC.** a Utah corporation (“Independent Contractor”).

RECITALS:

- A. Independent Contractor has expertise in community and event planning, community revitalization and economic development.
- B. City is in need of such services.
- C. City desires to enter into an independent contractor agreement with Independent Contractor to provide event planning services for the CAMS downtown district, which includes but not limited to the following sites, the City’s Main Street Plaza; 200 South Festival Street; Police Department Lawn, and Tabernacle Square (collectively “Venues”).
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractor.** City agrees to engage Independent Contractor, and Independent Contractor agrees to furnish all equipment and services necessary or desirable to provide the service to the City.
2. **Description of the Services.**
 - a. **Programming Events.** Independent Contractor shall program events at the Venues for a minimum of 50 days per year, which shall encompass Existing Events and New Events as set forth below.
 - b. **Existing Events.** Independent Contractor shall be responsible for programming the following events that have been historically put on by Heber City: Heber Market on Main (“HMOM”); Halloween Feast; Old Fashion Christmas and Seasonal programming at Plaza and Festival Street; Heber Town Square food truck coordination; spring clean-up; and major public Venues reservations (i.e. car shows, art shows, Red White and Blue Festival, etc.).
 - c. **New Events.** Independent Contractor shall develop, plan and coordinate new events at the Venues, which may include events with other public or private organizations.

3. **Expectation of Events.** Independent Contractor is expected to program quality events that attract a broad range of residents and foster a continued growth in visitors to downtown Heber City while emphasizing and promoting the mission of CAMS; which is: To transform the downtown into the economic and cultural heart of the Heber Valley—a thriving center of commerce, entrepreneurship, and community connection, while preserving the historic

character and charm of the downtown. Events must be of high quality, available for all community members to attend and appropriate for all ages. Public safety must remain a high priority for all events. This includes cancelling events promptly in should weather or other issues or safety concerns require.

4. **Independent Contractor Responsibilities.** Independent Contractor shall be responsible for the following:

a. Planning, organizing, and executing events from start to finish, which involves setting objectives, managing budgets, securing venues, coordinating vendors, and developing marketing plans. Independent Contractor is responsible for all logistical details, on-site supervision, working with city staff, troubleshooting issues, and conducting post-event analysis and reporting.

b. Complying with Federal, State and City rules and regulations, including, but not limited to, alcohol sale and consumption, park rules, HMOM vendor rules, UDOT right-of-way permits, Health Department Mass Gathering Permits and first amendment areas.

c. Supervising, marketing and promoting the Venues and events. Events must be charged appropriate fees and deposits to cover costs of damage to City facilities and post event clean-up.

d. Reporting damage to City facilities and property immediately and working to reduce incidence of use damage to city facilities and property. To investigate issues and implement corrective actions; and monitor performances.

e. Making recommendations for policy changes to improve quality of event programming.

f. Maintaining appropriate insurance for events.

g. Organizing volunteers for events.

h. Providing a biannual report to the City Council.

i. Acquire from City approval of Existing and New vent plans/logistics at least 30 days prior to execution, details including, but not limited to dates, locations, branding, content, road closures, public safety needs, general public work and park requirements, etc.

j. Contact property and business owners, who might be impacted by Events, beforehand about relevant logistics.

5. **City Responsibilities.** City shall be responsible for the following:

a. City will reasonably cooperate with CAMS in the performance of duties under this Agreement.

b. City shall provide, at its sole expense, those ordinary services to the Venues that it provides to other city park facilities, including trash services, irrigation, general maintenance, and payment of charges resulting from use of power/electricity.

- c. City shall be responsible for repair and replacement, when necessary, of fixtures associated with the Venues, including water, plumbing, and irrigation.
- d. City will provide general cleaning and maintenance of the Venues.
- e. City will provide coordinated access to Ignition Creative for marketing resources, including access to City web page and social media.
- f. City shall provide general police services.
- g. City shall obtain and maintain general liability insurance coverage for the Venues under its municipal insurance policy.
- h. City shall contract with sound companies and music brokers for Existing Events. Sound system may be used for other Events coordinated by CAMS, or private events, but associated cost must be paid by third party. Any new events held during City's extended contract for sound system will be required to pay only for sound technicians.
- i. City shall pay for all talent secured for Existing Events.
- j. City shall negotiate and retain revenue for HMOM primary sponsor.
- k. City shall provide the right to access, occupy and use garage space of old Heber Light and Power administration building for the purpose of fulfilling and carrying out Independent Contractor's duties under this agreement, which use, and access shall include, but not limited to, storage of items associated with event programming.
- l. City shall provide all necessary keys, codes or passwords to use Venue restrooms, Main Stage, pavilion storage and Tabernacle Building.
- m. Provide additional programming support by way of annual budget. Requests will have to be submitted and vetted by staff and approved by City Council.

6. **Fees for Services and Budget.** City will pay Independent Contractor an annual amount of Thirty-Nine Thousand Nine Hundred Dollars (\$39,900.00) (the "Annual Payment"). The Annual Payment shall be paid on a quarterly basis and paid in advance by the first day of each quarter. The City shall increase the Annual Payment in an amount equal to the CPI increase provided to City employees in the previous year. Independent Contractor shall submit an invoice to City not less than seven (7) business days prior to each quarterly payment.

7. **Event Revenues.** In addition to the Annual Payment, Independent Contractor may sell event sponsorships, other than HMOM, and retain sponsorship revenue. City will pay Independent Contractor 50% of the weekly sponsorships for HMOM. Independent Contractor may also host ticketed events for which Independent Contractor can collect and retain the revenue, or seek grant monies, including TAP Tax grants, to support downtown events and programs.

8. **Coordination with City.** Independent Contractor will meet regularly with City's designee to address issues, problems and concerns. The City's Park reservation system will be utilized for facility reservations. Additionally, Independent Contractor will assist with collection of event fees, such as those associated with providing public safety officers. Will coordinate

continually with City, Health Department, UDOT, and neighboring property owners (i.e. property owners on 200 south and 100 West).

9. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all rules, regulations, and laws and applicable standards of performance, including, but not limited to, the status verification system requirements for contractors set forth in Utah Code Ann. § 63G-11-103. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.

10. **Equipment and Facilities.** For purposes of performing the Services, Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services.

11. **Alcohol and Drug-free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

12. **Public Information.** Independent Contractor understands and agrees that this Agreement and related invoices, emails, and work product will be a public record or document as provided in Utah Code Ann. § 63G-2-103, et seq.

13. **Term.** The term of this Agreement shall begin on January 1, 2026 and end on December 31, 2028. Upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this Agreement is otherwise amended, replaced, or terminated by one or both parties.

14. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.

15. **Employment Status.**

a. **Official Status.** Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Independent Contractor and shall be considered to be independent contractors.

b. **Salary and Wages.** City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Independent Contractor. All personnel providing Services shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

16. **Termination.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

17. **Change in Executive Director.** Independent Contractor shall immediately notify City if Independent Contractor's Executive Director, Rachel Kahler, position with Independent Contractor is terminated or if Ms. Kahler provides notice to Independent Contractor that she is terminating her position.

18. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, including email receipt or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City:	Heber City 75 N Main St, Heber City, UT 84032 Ph: (435) 654-0757 Attn: Matt Brower, City Administrator
-------	--------------------------------------------------------------------------------------------------------------------

Independent Contractor:	Community Alliance for Main Street Attn: Rachel Kahler 32 South Main Street Heber City, Utah 84032
-------------------------	-------------------------------------------------------------------------------------------------------------

19. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Seventh Judicial District Court in and for Wasatch County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Independent Contractor shall continue to perform the Services during any such litigation and City shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

21. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

22. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

23. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

24. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

25. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement; but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

26. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

27. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **Conflicts of Interest.** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, City caused this Agreement to be signed by its mayor and attested by its city recorder and delivered; and Independent Contractor has caused the same to be signed and delivered.

[This space left intentionally blank]

DATED this _____ day of _____, 2026

HEBER CITY

Matt Brower, City Manager

DATED this _____ day of _____, 2026

**COMMUNITY ALLIANCE FOR
MAIN STREET, INC.**

Rachel Kahler, Executive Director

COMMUNITY ALLIANCE FOR MAIN STREET
CAMS
BY-LAWS

Mission Statement: Restore, support, and promote economic prosperity in Heber City.

Vision Statement: The vision of the Community Alliance for Main Street (aka “CAMS”) is to improve and promote the Downtown and Main Street. CAMS will work to implement projects, programs, and events that add value to the aesthetic, cultural, historic, and economic appeal of the Downtown, Main Street, and Broadway districts.

ARTICLE I Name and Authorization

Section 1 The name of this advisory committee shall be the Community Alliance for Main Street, (“CAMS”).

ARTICLE II Purpose and Role

Section 1 The purpose of CAMS is to collaborate for the improvement and promotion of the Downtown, Main Street, and Broadway districts. These areas are the core of community and economic life within Heber City. CAMS will work to implement projects, programs, and events that add value to the aesthetic, cultural, historic, and economic appeal of the Downtown, and Main Street. CAMS will work with Heber City and the community to leverage grant and other funding for the most community benefit. The Downtown Alliance will participate in local, State, and National programs such as the Utah Main Street Program.

ARTICLE III Function

Section 1 Design – CAMS will work to create an inviting atmosphere that celebrates Heber City Main Street’s unique history and character. CAMS will foster people-centered public spaces.

Section 2 Promotion – CAMS will market the down town and Main Street assets, communicate unique features through storytelling, and support and create buy-local initiatives.

Section 3 Economic Vitality – CAMS will work to build a diverse economic base within the districts. In partnership with Heber City, CAMS will work to catalyze new investment and cultivate a strong system of entrepreneurship.

Section 4 Organization – CAMS will seek partners, membership, and participation across all sectors. CAMS will strive for broad community engagement and outreach. CAMS will build leadership skills and strong organizational capacity.

Section 5 CAMS operates as a committee of its Board of Directors and at the discretion of the

committees are established, such committees may also include additional stakeholders, i.e., artists, kids and youth, college students, interns, cultural leaders, religious leaders, local influencers, etc.

The number of Board members may be increased beyond 5 members by the affirmative vote of a two-thirds majority of the then-serving Board of Directors. A Board member need not be a resident of the State of Utah.

Section 3 Ex-Officio Board Members

In addition to the regular membership of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be Ex-Officio Board Members, which will have the same rights and obligations, including voting power, as the other directors.

Section 4 Board Compensation

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Corporation/Organization in any other capacity and receiving compensation for services rendered.

Section 5 Board Elections

The Board of Directors shall present nomination for new and renewing Board members at the board meeting immediately preceding the beginning of the next fiscal year. Recommendation shall be approved by simple majority of those Board members at a Board meeting at which a quorum is present.

Section 6 Term of Board

All appointments to the Board shall be for a term of three (3) years. No person shall serve more than 2 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 2 Years additional year(s). No person shall serve more than 6 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after 1 years have passed since the conclusion of such Board member's service.

Section 7 Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year;
- c) An increase in the authorized number of directors; or

to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 45 business days after the close of each Board meeting.

Section 12 Action by Written Consent

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by written consent. Such consent shall be placed in the minute book of the Corporation/Organization and shall have the same force and effect as a vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

Section 13 Quorum

At each meeting of the Board of Directors or Board Committees, the presence of 4 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

Section 14 Voting

Each Board member shall only have one vote.

Section 15 Proxy/ Board Member Attendance

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Organization. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair, to have resigned from the Board.

ARTICLE VII Officers and Duties

Section 1 The Board shall elect officers of the Organization In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- c) Fix compensation of the directors serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
- f) Appoint any other committees of the Board of Directors or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Corporation/Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to Law. Unless otherwise authorized by the Board of Directors, no committee shall bind the Corporation/Organization in a contract or agreement or expend Corporation/Organization funds.

ARTICLE X Meetings and Actions of Committees

Section 1 Meetings and actions of all committees, including shall be governed by, and held and taken in accordance with these Bylaws, concerning meetings and actions of the directors with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept for each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these Bylaws for the governance of any committee.

Section 2 If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Corporation/Organization whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

ARTICLE XIII Meetings

Section 1 The date and time of regular monthly meetings will be determined by the members of the Committee. Meetings will be held at least quarterly, but may be held more frequently as determined and called for by the Chair. Meetings may be held at Heber City Hall or in other locations as determined by the Chair.

Section 2 Notice of each meeting shall be provided at least 24 hours prior to a meeting. Members will receive notice through email. Agendas will be posted to a website dedicated for use by CAMS.

Section 3 A majority of the membership (in person or virtual) shall constitute a quorum. If a majority membership is not present then voting will be suspended until a later date.

Section 4 CAMS may establish or dissolve sub-committees of members for appropriate purposes whenever the need arises. Sub-committees may be organized as appropriate by the Chair and will report back to the Board or CAMS at their respective regular meetings.

Approved by Unanimous Consent of the Board of Directors

Dated: 7-26-23

 Tom Stone 7-26-23

Tom Stone, President

 Tom Stone 7-26-23

Tom Stone, Chairperson

HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 1/6/25



SUBJECT: Discussion and Potential Approval of Extra Questions for USU Wellbeing Survey

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Transparency to Citizens

SUMMARY: In 2024 & Fall 2025, Dr. Courtney Flint from USU asked Mayor Franco if city wanted to participate in statewide 'Wellbeing Survey' free of charge. Dr. Flint and Team perform this survey every two years with an option of cities asking extra questions along with the statewide 'wellbeing survey' questions.

The 2024 Wellbeing Survey Questions and Results are at: <https://www.usu.edu/utah-wellbeing-project/reports/2024/heber-wellbeing-survey-findings-2024>

Council was sent email from Dr. Flint in December 2025 asking if the City wanted to add any extra questions to the survey. The cost for adding questions ranges from \$500 to \$1000, likely depending on the number of questions asked.

This Wellbeing Survey is done professionally and analyzed with published results comparing our city to others across the State. It is a great opportunity to reach out to our citizens with a professional survey at a minimal cost.

Ideas on other topics/questions that Council could decide to add:

-Questions on how citizens want to improve Main Street Park, such as support for specific features in conjunction with the Terracon Consultant's help.

-Assess support for pedestrian walkway from Main Street Park to Tabernacle, parking structure downtown, other downtown revitalization ideas, etc.

-Ask any other specific questions that Council wants citizen input on.

Also, in the 2024 Wellbeing Survey, **only 34% of citizens felt 'connected' to our City**, which was 33rd in rank out of the 51 cities.

How can we assess that 'connected' perception? How can we improve that ranking?

-Can we ask a question about what citizens want in order to feel connected to the City?

This low ranking is perplexing even as 92% of citizens said they walk & bike in the city, 80% participate in community events, and 77% use the trails.

Next, given that 'Traffic', 'Water Supply' and 'Open Space/Green Space' were the greatest concerns about the 'future of Heber' –we can assess if citizens:

-Want a city open space bond to preserve agricultural or culturally significant open space in and around city?

-Assess 'traffic hotspots' that city can prioritize?

-Assess Citizen priorities on water conservation?

Or we can further expand the 'Wellbeing Domain Ratings' already in survey by asking in-depth questions such as:

-How can Heber City improve 'safety and security' within the City?

-How can Heber City improve 'connection with nature' within the City?

-How can Heber City improve 'local environmental quality' or 'cultural opportunities' within the City?

We could provide a drop-down menu of answers so that citizens can select from uniform categories; such as on 'improving safety and security' with a drop down menu including:

'increasing police staffing/patrols' versus

'HCPD staffing is adequate', and/or

'providing more information on emergency situations,' etc.

These topics right above were listed as 'very important' by our citizens in the 2024

Survey: Mental health, Safety and Security, Physical Health, Living Standards, Local Environmental Quality, Leisure Time, Family Life, Connection with Nature.

RECOMMENDATION

City Council can consider using the standard statewide questions already in the free Wellbeing Survey in 2026.

Or City Council can write/submit extra questions to citizens for minimal cost in a professional survey. Deadline is likely in Jan 2026 for use in the Spring 2026 Wellbeing Survey.



Heber City Council Staff Report

MEETING DATE: 1/20/2026
SUBJECT: Election of Mayor Pro-Tem
RESPONSIBLE: Heidi Franco
DEPARTMENT: City Council
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: City Council

Staff member:

EXHIBITS

None