

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

April 14, 2026

**6:00 p.m. Closed Meeting
7:30 p.m. Regular Meeting**

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

I. CLOSED MEETING - 6:00 P.M.

1. Discuss the character, professional competence, or physical or mental health of an individual - *90 min*

II. REGULAR MEETING - 7:30 P.M.

1. Consider Renewal of City Manager Employment Agreement (Jeremy Cook, City Attorney)

III. 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 April 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>.



Heber City Council Staff Report

MEETING DATE: 4/14/2026
SUBJECT: Consider Renewal of City Manager Employment Agreement
RESPONSIBLE: Jeremy Cook, Sid Ostergaard, Aaron Cheatwood
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Matt Brower has been City Manager for almost eight years. His current contract expires on April 18, 2026. In accordance with Heber City Code 2.14.030, the term of the City Manager contract may not exceed three (3) years, and Mr. Brower is proposing to extend his contract on the same terms for an additional three years.

The proposed agreement includes numerous standard provisions such as compensation, health care benefits, car allowance and retirement. The proposed agreement also includes detailed provisions related to the process and basis for termination for cause and when Mr. Brower would be entitled to a severance, which language was negotiated as part of Mr. Brower's last contract renewal.

In accordance with Heber City Code 2.14.020, the Mayor may vote in the appointment of the City Manager.

RECOMMENDATION

The decision on the City Manager contract is exclusively with the Mayor and Council, so staff has no formal recommendation.

BACKGROUND

DISCUSSION

FISCAL IMPACT

Mr. Brower is proposing to renew his contract on the same terms as his existing contract, so there is no additional fiscal impact.

CONCLUSION

The Mayor and City Council may approve the proposed Employment Agreement, modify the proposed Employment Agreement, or deny the proposed Employment Agreement. If the City denied the proposed Employment Agreement without cause, Mr. Brower would be entitled to a severance payment equal to nine months of his current salary.

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: Jeremy Cook, City Attorney

EXHIBITS

1. 2026 Emp Agreement Renewal
2. 2026 City Manager Dashboard

EMPLOYMENT AGREEMENT

THIS AGREEMENT of employment ("Agreement") is made and entered into as of [REDACTED], 2026 (the "Effective Date") by and between **Heber City**, a Utah municipal corporation, (hereinafter called "Employer") and **Matthew Brower**, (hereinafter called "Employee") each as signed below and collectively referred to as the Parties. This Agreement shall supersede and replace all prior agreements between the Parties.

Commented [A1]: Blank dates highlighted in yellow will need to be updated...

Section 1: Term and Renewal

This Agreement shall remain in full force and effect until [REDACTED], 2029 (three years from the Effective Date) unless terminated by Employer or Employee as provided in Section 9, 10, or 12 of this Agreement. Conditions precedent to this Agreement becoming effective are i) approval of the Agreement by the Heber City Council; and ii) execution of the Agreement by the mayor of Heber City. If Employer provides notice of its intent not to renew prior to [REDACTED], 2028, Employee shall not be entitled to any severance. Employee shall be entitled to a lump sum severance payment equal to nine (9) months of salary, at the Employee's then current rate of pay and benefits if (1) Employer does not provide notice of its intent not to renew prior to [REDACTED], 2028; (2) Employee is willing and able to enter into a new three year employment agreement with Employer on substantially the same terms and conditions as this Agreement; and (3) Employer refuses to enter into a new three year employment agreement with Employer on substantially the same terms and conditions as this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in City of Heber, Utah, City Code and related employee policies and procedures and to perform other legally permissible and proper duties and functions, as directed by the governing body.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee his current base salary of \$214,338.14, in installments at the same time that the other management employees of the Employer are paid.

Commented [A2]: Current annual salary

B. Employee shall have an annual review performed by the governing body. Based on the annual performance evaluation by the governing body, consideration shall be given for a merit-based compensation increase up to the merit-based increase available to all other employees.

C. Employer agrees that Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the Employer.

Section 4: Health, Disability and Life Insurance Benefits

A. Employer agrees to provide to Employee and any dependents the same health, hospitalization, surgical, vision, dental, and medical insurance upon the same terms provided to all other employees of Heber City.

B. Employer shall provide term life insurance upon the same terms provided to all other employees of Heber City. The Employee shall name the beneficiary of the life insurance policies.

Section 5: Vacation and Sick Leave

A. The Employer agrees to provide Employee with the same sick leave, long-term disability, and other leave benefits upon the same terms provided to all other employees of Heber City.

B. In the event this Agreement is terminated without cause, as outlined in section 9, the Employee shall be compensated for all accrued vacation time and sick leave; otherwise, the Employee shall be compensated for all accrued vacation time and sick leave as per the Heber City Employee Policy Manual that is in place at the time of termination.

Section 6: Automobile- Monthly Vehicle Allowance

The Employer agrees to pay to the Employee \$800.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at half the IRS standard mileage rate for any business use of the vehicle outside of the greater Heber City area. For purposes of this Section 6, the greater Heber City area is defined as travel to locations within 50 miles (one way) of city hall. The City Council may increase the monthly vehicle allowance in conjunction with a compensation review under Section 3 without amending this Agreement.

Section 7: Retirement

A. The Employer agrees to enroll the Employee into the Utah State Retirement System and to make all the appropriate Employer contributions for the Employer share up to the amount required by the Utah State Retirement System.

B. If the Employee elects to opt out of the Utah State Retirement System, the Employer will provide direct payment into an ICMA retirement account in the amount equal to the contribution described in Section 7(A).

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the meetings and training conferences of the Utah City Management Association and the Utah League of Cities and Towns, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies, subject to governing body review.

E. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Employer shall provide Employee with a cellular telephone.

Section 9: Termination Without Cause

A. Termination of Employee without cause shall occur when:

1. The parties mutually agree to terminate this Agreement, which will not result in the receipt of severance in accordance with Section 11 below.
2. For reasons other than those described in Section 10, the majority of the governing body votes to terminate the Agreement at a duly authorized public meeting, which will result in the receipt of severance in accordance with Section 11 below.
3. If the Employer, citizens or legislature acts to amend any provisions of the enabling legislation pertaining to the role, powers, duties, authority, and responsibilities of the Employee's position that substantially changes the form of government, the Employee may elect to declare that such amendments constitute a termination without cause, allowing for his resignation and receipt of severance in accordance with Section 11 below.
4. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee in a greater percentage than the average reduction of all department heads, the Employee may elect to declare that such action constitutes a termination without cause, allowing for his resignation and receipt of severance in accordance with Section 11 below.
5. Employer fails to cure a material breach of any of the provisions of this Agreement after having been provided with written notice of such in accordance with the provisions of Section 19, allowing for his resignation and receipt of severance in accordance with Section 11 below.
6. If Employee dies while employed by the City under this Agreement, Employee's beneficiaries of those entitled to his estate shall be entitled to his earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued vacation and sick leave, consistent with the City's Personnel Policy.

Section 10: Termination for Cause

A. If the Employee either resigns in lieu of termination or this Agreement is terminated because of: i) conduct which, if criminally convicted, would be a Class B misdemeanor or higher; ii) conduct which is a violation of the Utah Municipal Officers and Employees Ethics Act, or; iii) conduct of gross mismanagement and/or acts of moral turpitude, the Employee is not entitled to receive severance pay under Section 11.

B. Employee may be terminated for cause only after the following process is followed:

1. Written allegations are adopted by the governing body in consultation with the City Attorney, in executive/closed session of (1) conduct which, if criminally convicted would be a Class B misdemeanor or higher; (2) conduct which is a violation of the Utah Municipal Officers and Employees Ethics Act; (3) conduct of gross mismanagement (as defined in Utah Code Ann. § 67-21-2 (2023)); or (4) acts of moral turpitude that are established by a plea of finding of fault. For purposes of this Agreement, acts of moral turpitude means:

- (a) theft;
- (b) tax evasion;
- (c) issuing bad checks;
- (d) deceptive business practices;
- (e) perjury;
- (f) extortion;
- (g) falsifying government records;
- (h) receiving stolen property;
- (i) sex offenses;
- (j) driving under the influence and alcohol related reckless driving;
- (k) assault; and
- (l) domestic violence offenses.

2. The written allegations shall be specific as to the type of conduct being charged and the dates and times of the alleged acts with all available physical evidence. The allegations should be submitted promptly to the governing body for review.

3. The written allegations shall be provided to Employee who shall be given an opportunity to respond within 10 days in writing to the allegations and provide a verbal defense in executive/closed session before the governing body considers course of action. Paid leave may be considered by the governing body pending a criminal investigation.

C. If the Employer conducts an independent investigation, and Employee is ultimately found to have not engaged in conduct that warrants termination for cause under subsection 10(A), Employer shall pay Employee's reasonable attorney fees and costs, if any.

Commented [A3]: Misspelling...

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated without cause as defined in Section 9. If the Employee is terminated as described in Section 9, the Employee shall be entitled to an initial lump sum severance payment equal to nine (9) months' salary, at the Employee's then current rate of pay, and benefits within 30 days of separation, or as otherwise negotiated.

Section 12: Resignation

If the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 45 days' notice unless the parties agree otherwise.

Section 13: Confidentiality

Upon termination or resignation, the Employee shall not disclose or use trade secrets, proprietary city information, or confidential information obtained during this or as a result of this employment relationship.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer and Employee shall establish an appropriate work schedule.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved malfeasance, gross negligence, recklessness, intentional, criminal or unethical conduct. The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim arising out of or in connection with the performance of his duties as long as said claim is not the result of Employee's malfeasance, gross negligence, recklessness, intentional, criminal or unethical conduct. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Heber Code or any other law. Any such amendments to this Agreement shall be in writing and approved by the city council.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Heber City Mayor
Heber City Corp
75 N. Main Street
Heber City, Utah 84032
- (2) EMPLOYEE: Matthew J. Brower
1230 N. Valley Hills Blvd
Heber, UT 84032

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. This Agreement is personal in nature and shall not be assigned by the parties

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

D. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the Employee and the City; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

E. Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

F. Construction. This Agreement will be interpreted and construed according to the laws of the State of Utah. Any litigation brought for claims that arise out of this Agreement shall be commenced in the Fourth District Court located in Wasatch County, Utah. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party. Both Parties have participated in the drafting of this Agreement and it shall not be construed against either Party because of authorship. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

CITY OF HEBER

Attest:

Heidi Franco, Mayor

Trina Cooke, City Recorder

Matthew Brower

2026 City Manager Evaluation Dashboard Review

Building A Remarkable Community

- √ Shared Vision: Establish council's annual Policy & Budget Priorities; Envision Heber 2050; Envision Central Heber; Plaza Design, Programming & Management Plan.
- √ Strong, Trustworthy, and Transparent Administration—Weekly meeting with the Mayor and ongoing communications and meetings with governing body members; monthly Inside Heber newsletter; regular email correspondences; consistent, prompt responsiveness to inquiries and requests.
- √ Culture of Service and Connection: Expanded and improved Old Fashion Christmas; Created and implemented Halloween Feast, Red, White and Blue Festival, Heber Leadership Academy, employee safety carnival, All-Hands employee training & professional development, and improved the quality and public attendance at Heber Marker on Main. Additionally, I'm visible and approachable at nearly all city and community events.

Assisting Council with Its Policy Making Role

- √ Bi-monthly Inside Heber Newsletter.
- √ Regular issues driven updates.
- √ Staff reports for over 150 agenda items in 2025.
- √ Regular email correspondences.
- √ Annual budget built around council priorities.
- √ Annual council strategic retreat.
- √ Executing around Council's Policy and Budget priorities.
- √ Fiscal year audit with no findings.

Internal Administration

- √ Organizational alignment—hiring for character, development of emerging leaders, strategic advancement, mentor program.
- √ Annual All Hands Conference.
- √ Bi-monthly senior leadership (LEAD) meetings.
- √ Bi-monthly 1:1 meetings with direct reports.
- √ Established strong executive team.
- √ City-wide budget consisting of 27 funds, balanced, and submitted on time.
- √ Oversaw largest infrastructure investment in City's history, nearly \$80M invested over past four years.
- √ Worked with departments to facilitate rapid growth demands while maintaining day-to-day operations.

External Relations

- √ ULCT Legislative Policy Committee (LPC) Member.
- √ Red, White & Blue Festival board member.
- √ Heber Valley Rotary Member and Board Member.
- √ Wasatch County Economic Opportunity Advisory Board Member.
- √ Community Alliance of Mainstreet (CAMS) Board Member.
- √ International City Council Manager Association (ICMA) Member.
- √ Utah City Manager Association (UCMA).
- √ Strong, collaborative working relationships with leadership across Wasatch Back, including Wasatch County, Midway, Charleston, Hideout, Summit County, and Park City.
- √ Hold monthly lunch meetings with Wasatch County Manager and Wasatch County School District Superintendent.
- √ Strong relations with ALL local and Federal delegation members or staff.
- √ Effective relationship with Wasatch County Tourism and Economic Development Office.