

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

May 12, 2026

6:00 p.m. – Regular Meeting

-Time and Order of Items are approximate and may be changed as Time Permits-

Public notice is hereby given that the monthly meeting of the Heber City Planning Commission will be in the Heber City Office Building, 75 North Main, South door, in the Council Chambers upstairs.

1. Regular Meeting:

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance: By Invitation
- IV. Prayer/Thought by Invitation ()
- V. Recuse for Conflict of Interest

2. Consent Agenda:

- I. 04.14.2026 Planning Commission Minutes for Approval

3. Action Items:

- I. Public Hearing to consider a rezone of the City's Hospital Well from R-1 and R-3 Residential to Institutional & Public Facility Zone (IPFZ)

4. Work Meeting: N/A

5. Administrative Items:

- I. City Council Communication Item

6. Adjournment:

Ordinance 2006-05 allows Commission 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 Meshelle Kijanen at the Heber City Offices at 435.657.7898 at least eight hours prior to the meeting.

Posted on 04.07.2026 and 05.07.2026, 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 CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting *Amended Agenda
April 14, 2026

DRAFT Minutes

6:00 p.m. – Regular Meeting

1. Regular Meeting:

I. Call to Order

Chairman Jordan called the Planning Commission Meeting to order at 6:00 p.m. and welcomed everyone present.

II. Roll Call

Planning Commission Present:

Chairman Phil Jordan
Vice-Chair Tori Broughton
Commissioner Darek Slagowski
Commissioner Josh Knight
Commissioner Robert Wilson
Commissioner Robert Mckinley
Commissioner Kristina Goodnough

Planning Commission Absent:

Commissioner Dave Richards
Commissioner Greg Royall

Staff Present:

Planning Manager Jamie Baron
Planning Office Admin Meshelle Kijanen

Staff Participating Remotely:

Consultant Landmark Design Inc. Aubrey
Larsen

Also Present:

Andy Farrer, Tyler Carlton, Sandra Brower,
Pete Zacardi, Linda Middleton, Michael
Plowman, Cody Winterton

Also Attending Remotely:

N/A

III. Pledge of Allegiance: By Invitation

Commissioner Wilson led the recitation of the Pledge of Allegiance.

IV. Prayer/Thought by Invitation N/A ()

V. Recuse for Conflict of Interest

Chairman Jordan recused from the Action Item 2 Subdivision Preliminary Approval for

Jordanelle Ridge Village 3 Pod 27 (Del Webb)

2. Consent Agenda:

I. 03.24.2026 Planning Commission Minutes for Approval

Motion: Commissioner Knight moved to approve the 03.24.2026 Planning Commission Minutes. Commissioner McKinley made the second.

Discussion: N/A

Voting Yes: Chairman Jordan, Vice Chair Broughton, Commissioners McKinley, Slagowski, Knight, Goodnough and Wilson. **Voting No:** None. The Motion passed 7-0.

3. Action Items:

- I. *Item has been moved to 05.12.2026 Public Hearing to consider a rezone of the City's Hospital Well from R-1 and R-3 Residential to Institutional & Public Facility Zone (IPFZ)
- II. Subdivision Preliminary Approval for Jordanelle Ridge Village 3 Pod 27 (Del Webb)

Chairman Phil Jordan recused himself and turned the meeting over to Vice-Chair Tori Broughton. City Planner Aubrey Larsen presented the Staff Report. Refer to the Staff Report and Video for additional information though this link <https://hebercityut.portal.civicclerk.com/event/447/overview> or go to heberut.gov/Agendas and Minutes. Ms. Aubrey stated that the application was for Subdivision Preliminary. The Site is located south of Highway 32, east of Highway 139 and southwest of the Benloch Ranch Development. The Subdivision Preliminary is for Phase 1 of the Master Del Webb Jordanelle Ridge Project. In the General Plan, the project falls within neighborhood with open space, and the Zoning is Mountain Community. The project is almost 100 acres with 285 projected units.

The review of the application focused primarily on compliance with subdivision preliminary requirements, looking at the Mountain Community Zone standards as well as the Master Development Agreement. Engineering input was as follows; key considerations were roadway access, phasing, utility coordination, looking at stormwater, geotechnical constraints, fire access and safety requirements. In addition the slopes needed to be a 30% requirement. Consistent with sensitive lands' ordinance, natural slopes over 30% are considered steep and generally cannot be developed. The issue with steep slopes is being resolved currently through a Master Development Agreement amendment and the applicant will most likely want to speak on that topic.

Ms. Larsen presented the documents showing different views for phase one and also the utility plan in the northern area. Ms. Larsen presented documents showing 30% slope that were represented for the project in red and some slope areas that could be a concern and constraint.

In conclusion, Staff recommends approval of Jordanel Ridge Village 3, POD 27, Del Web Subdivision Preliminary, subject to the following findings and conditions. Findings are that the application complies with the Municipal Zoning Code in conjunction with the Master Development Agreement pending that resolution of the 30% slope engineering requirement through MDA amendment number six and with that anticipated amendment, the application is consistent with the Master Development Agreement, and the application is consistent with the General Plan. Conditions are that all requirements of the City Engineer shall be met, all conditions of the Wasatch Fire District shall be met, all conditions of the Special Service District shall be met, and then any other conditions or changes as articulated by this body.

Planning Manager Jamie Baron explained more about the 30% slope conversation, stating that anything that was highlighted in the reddish salmon color on the document was a 30% or greater slope. The applicant had proposed an Amendment to the City Council to create criteria for not creating an earth scar with the slope situation. Mr. Baron explained that the MDA had been completed that day so the applicant will be allowed to have some steep slopes in lots. However, the applicant is avoiding steep slopes that would create bigger issues.

The applicant's representative, Cody Winterton, spoke to the Planning Commission and explained a Del Webb community. A family-friendly generation product where it's age targeted and allows the homebuyer a chance to purchase a full master plan community that will have a significant amount of amenities because of where it sits in a flatter aspen grove-filled area of the mountains where it is not visible from the area highways. It will be a 900-home gated community that will cater to active adults that may have family and friends that want to visit with their family. We are asking for approval of phase one, which is the first 285 lots. These homes will range from lot sizes of approximately 5,000 to 8,000 and will be mountain-themed, primarily craftsman modern farmhouse style.

Mr. Winterton continued the units will be main floor living with basements where families can come and visit. The community will have water features and will also connect with the already very robust trail system at Jordanelle Ridge. The trails are approximately 35-40 miles which interact. The community will also have an amazing gathering amenity center featuring pickleball, and indoor pickleball, and a swimming pool. The drainage for some of the water runoff will be a lake feature. The community will represent a resort-style life for families to come and recreate and enjoy time together.

Vice Chair Broughton asked if any of the amenities would be open to the public. Mr. Winterton responded that the community will pay HOA fees therefore, the clubhouse will be for the owners as an HOA.

Vice Chair Broughton asked, when you mentioned the single-track trails, are those the trails that already exist that you referred to or will there be additional trails inside? Mr. Winterton responded, there are 40 miles of existing trails, then the community trails will be about 100 and will connect to the existing trails to become a bigger trail system.

Vice Chair Broughton asked if there was a trail management plan in place. Mr. Christensen responded, we have an extensive trail management plan as we have been doing trail management for 15 years. Commissioner Josh Knight asked about the anticipated price point. Mr. Christensen responded, the homes will probably start at seven-eight hundred thousand and go up to one point Five and one point six approximately. Commissioner Knight asked if there would be a golf course,

and the answer was no.

Commissioner Darek Slagowski asked Mr. Baron if before the development was annexed, was there a proposed development in the same spot in the County? Mr. Baron responded the applicant's presented the County Master Plan to the City when they annexed and the project is village three which was planned as part of that master plan. Commissioner Slagowski asked if the density was the same as what was proposed in the County? Mr. Barron responded the City kept the same number of units as the County's master plan and, for a point of clarification, the density is tied to the number of units not ERUs and the density stayed the same as in the County. However, the only change to that is that later Fitzgerald was annexed into the City by the same group and so that was added, which was not a part of the original agreement with the County. Commissioner Slagowski asked if the open space was more or less than the agreement with the County. The applicant, Mr. Christensen, responded that the open space is substantially more than what was under the original County agreement. The original county agreement was about 2,000 acres, and now it's closer to 5,000 acres, a significant increase.

Commissioner Slagowski responded that the reason he brought it up is that the City gets criticized, rightfully so sometimes, for allowing developments that are being annexed into the city, more density than the agreement they had with the County. I like to make that clarification, so the public realizes that is not the case.

Mr. Christensen added that Commissioner Slagowski had a great point and was glad he brought it up because I believe it does match what was there. It's consistent, and actually the open space went up when it was annexed into Heber, not down. The Sorenson family have been extremely open and generous over the years prior to us getting here to give access to their land. Some may be familiar with the 40 miles that I mentioned earlier. The public has been able to use it for the last 15 years. The Sorenson's and ourselves have continued to install and maintain mountain bike trails that people have been able to use. The public may already believe it is owned by the city, even though it is not, the land is all private. Anyway, one of the features of the project is that open space stays and the trails stay like you were asking about.

Commissioner Robert Wilson asked about affordable housing. Mr. Christensen thanked Commissioner Wilson for bringing up the topic and responded, You may or may not be familiar with it, but we worked out with the City Council, an extensive, robust affordable housing plan that's already been finalized and resolved and to your exact same point, this is not a logical place for the affordable housing. The majority of our affordable housing commitments for Jordanelle Ridge overall are being built and constructed in our lower Village 2 phase near the UVU campus. We negotiated with the city a Fee in Lieu where we took revenue being generated off of this and placed it into the city to be used for other projects that we're working on with the city right now.

Mr. Christensen stated the applicants are very proud of their affordable housing for this project and explained they were one of the first developers to have affordable units available right now, as they had two units that were currently available.

Commissioner Wilson asked what they considered affordable. Mr. Christensen responded that affordable housing is calculated with AMI, which is based on a percentage. In our particular situation, it's between 80% and 120% AMI and therefore calculated based off of 1,000 of the AMI. Which

calculates to probably between \$480,000 and \$520,000 for affordable units.

Vice Chair Broughton asked the City Engineer, Ross Hansen, if he had anything to add. Mr. Hansen added that the engineering comments and conditions are encapsulated in the motion stating that all engineers' conditions will be met. However, Mr. Hansen did speak to the road on the East side of the property. The road meanders in and out of City and County property lines. One of the engineering conditions states a Memorandum of Understanding (MOU) needs to be in place for the operations, maintenance and construction of the road, that meandering road. Mr. Baron added that the City and County are aware of the road and are currently discussing the MOU, and it will be resolved as the project continues to move forward.

Vice Chair Broughton asked where the entrance was located to the property. Mr. Winterton commented that there is a new road that comes off of Hwy 32, and then exits off of the roundabout onto Jordanelle Ridge Parkway. Commissioner Knight asked about other entrances. Mr. Winterton stated there would be an access entrance for the fire department to the West of the primary access.

Commisisoner Knight asked about the timeline for the phase. Mr. Winterton commented that it would be about two years, but the overall project would take about five years.

Motion: Commissioner Slagowski moved to approve Jordanelle Ridge Village 3 Pod 27 Del Webb Subdivision Preliminary as presented with the findings and conditions presented in the conclusion in the Staff Report. Commissioner Knight made a 2nd to the motion.

Discussion: Vice Chair Broughton thanked Commissioner Slagowski for bringing up the density discussion.

Voting Yes: Chairman Jordan, Vice Chair Broughton, Commissioners McKinley, Slagowski, Knight, Goodnough and Wilson. **Voting No:** None. The Motion passed 7-0.

4. Work Meeting N/A:

5. Administrative Items:

I. City Council Communication Item

Jamie Baron explained the City Council Communication Item. Please refer to the minutes and audio/video for the April 7, 2026, City Council Meeting.

6. Adjournment:

Commissioner Knight moved to adjourn, Commissioner McKinley made a 2nd. All Commissioners voted Aye, the meeting was adjourned.

Meshelle Kijanen, Administrative Assistant



Planning Commission Staff Report

MEETING DATE:	5/12/2026
SUBJECT:	Public Hearing to consider a rezone of the City's Hospital Well from R-1 and R-3 Residential to Institutional & Public Facility Zone (IPFZ)
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

On February 3, 2026, the City Council entered into a conditional lease agreement with Atlas Towers to place a 65' cell tower on city property (the hospital well) at approximately 600 East Center Street. Atlas Towers is requesting a zone change on the property from R-1 and R-3 Residential to Institutional and Public Facilities Zone (IPFZ). April 14 is set as a public hearing to obtain feedback on the proposed zone change.

RECOMMENDATION

Staff recommends the Planning Commission hold the public hearing and continue its recommendation until the next Planning Commission meeting on April 28, 2026, to give the Planning Commission more time to consider input received at the public hearing.

BACKGROUND

Atlas desires to place its 65-foot cell tower on a city-owned lot, at the Hospital Well. This proposed cell tower would house at least one anchor cell provider, anticipating attracting up to two other cell service providers. The 65 foot height is required to accommodate a total of 3 cell service providers. The current residential zones permit a height of 35 feet, while the IPFZ permits a height of 65 feet for the cell tower. Thus, the first step in this process is to proceed through a zone change for the property to accommodate the necessary 65 foot height for the cell tower.

The Lease with the City is conditioned upon approval of the Planning, Public Works and Engineering Departments and all requirements of new zoning requirements or a new zone allowing for increased height of a tower. The City will be reviewing the final design and will have the option not to commence the lease if the City disagrees with the tower design. The premises for the tower will be 50 x 50 feet, measuring 2500 sq. feet.

Since the lease was approved, Atlas Towers reached out to neighbors within 1000 feet of the property. Three of the property owners contacted Atlas about the proposal; one of the property owners expressed a desire for the cell tower to be placed elsewhere.

The lease specifies a 20 year (240 month) term; the financial terms between Heber City and Atlas Towers include:

- \$150,000 one-time payment
- \$800 per month base lease X 240 months = \$192,000
- \$500 per month for second tenant X 240 months = \$120,000
- \$500 per month for third tenant X 240 months = \$120,000

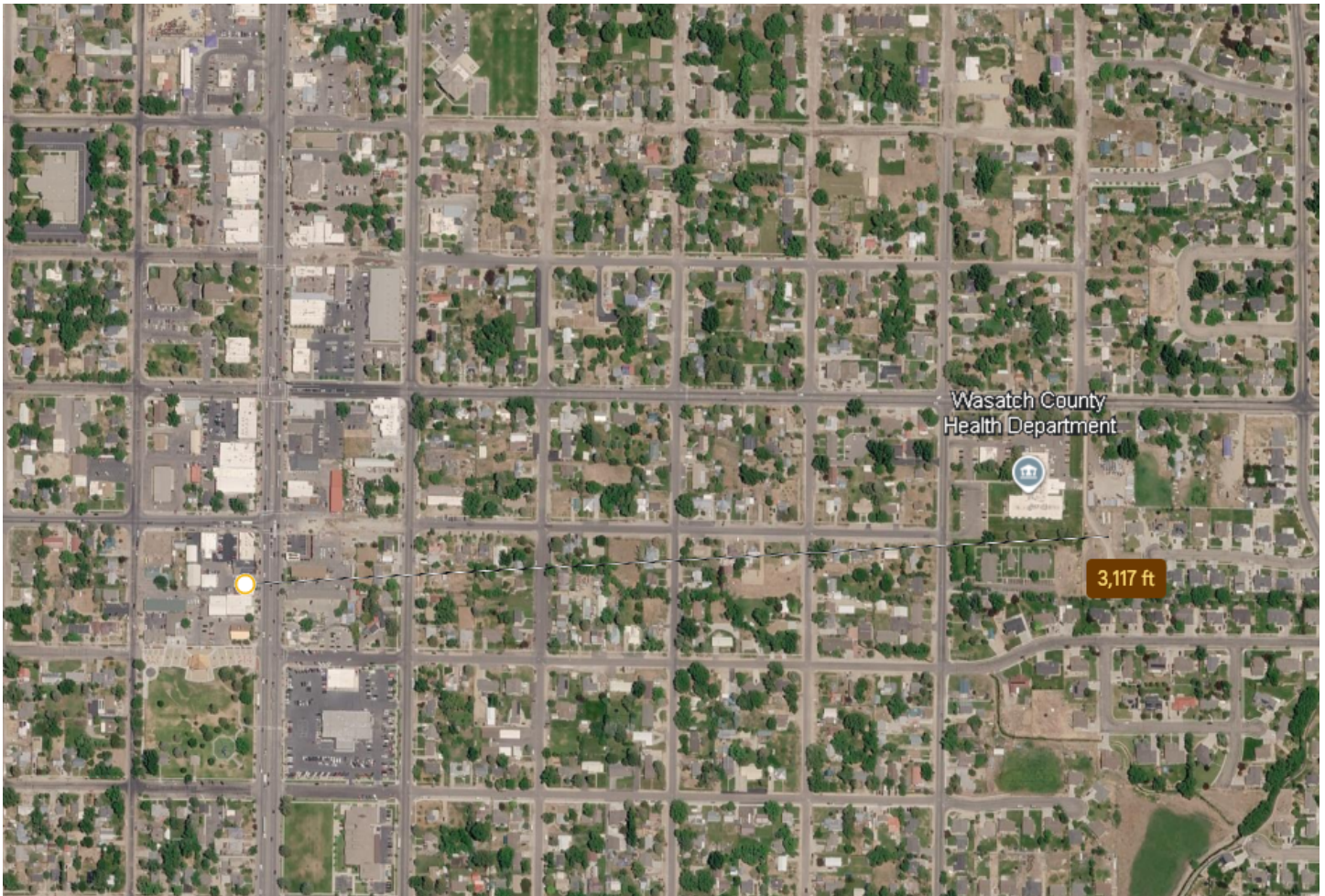
\$582,000 total revenue

The City's code requires notice be sent to those property owners located within 300 feet of the proposed zone change. 34 property owners were notified in writing, and an A-frame sign posted at Center Street and 600 East and 250 South 500 East.

The Institutional and Public Facilities Zone was adopted by the City a few years ago to apply to public properties, as public properties typically have unique characteristics. The City has only rezoned a small handful of public properties to IPFZ, including the fair grounds, Wasatch County's future administration building and the Wasatch County Justice Court and Sheriff's Office.

The City requires monopoles to have a setback of 115% of the height of the structure, which equates to a 74.75' setback for a 65' tall pole. The color and support structures shall be stealth and painted a neutral color. The code also requires a 1 mile setback from other monopoles, except upon a showing of necessity by the applicant, or upon a finding by the City Council that a closer distance would adequately protect the health, safety and welfare of the community. The site is closer than 1 mile to the nearest cell tower, located next to Chicks Cafe at approximately 250 South Main Street, about 3,117 feet to the west.

Nearest existing Cell Tower



DISCUSSION

The process of approval for a zone change requires the Planning Commission to hold a public hearing, make a recommendation, and the City Council makes the final decision. If the zone change is approved, Atlas will need to submit a site approval application, then a building permit application. This process will likely take at least 6 months, with construction potentially occurring as early as fall-winter 2026-2027.

FISCAL IMPACT

\$582,000 total revenue

CONCLUSION

- The proposed amendment furthers the purpose and intent of the Zoning Ordinance by providing for the orderly establishment of wireless services facilities in the City. Additionally, as found by the City Council at the adoption of the Telecommunications Facility Ordinance in Chapter 18.110:

1. Wireless services devices are an integral part of the rapidly growing and evolving telecommunications industry and present unique zoning challenges and concerns for the City.
 2. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, aesthetics, and orderly planning of the community.
 3. The City has experienced an increased demand for wireless services facilities to be located in the City and expects the increased demand to continue into the future.
 4. It is in the best interests of the City to have quality wireless services available, which necessarily entails the erection of wireless services facilities in the City.
 5. The unnecessary proliferation of wireless services facilities throughout the City creates a negative visual impact on the community.
 6. The visual effects of wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.
 7. The City and other government entities own parcels of property spread throughout the City where wireless services facilities can be located so as to be as inoffensive as possible to the residents and businesses of the City.
 8. Spacing wireless services facilities evenly throughout the city reduces the negative impact created by the proliferation of telecommunication towers.
 9. Because of the height and appearance of some wireless services facilities, surrounding properties bear a disproportionate share of the negative impacts of a telecommunications tower.
 10. A private property owner who leases space for a wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.
 11. Encouraging wireless services facilities to be located on City and Government property, with lease payments paid to the City or other Governments instead of an individual property owner, indirectly compensates all citizens of the community for the adverse impacts of the facilities and is therefore the fairest method of distributing burden and benefit.
 12. Locating antennas on existing buildings and structures, or constructing an antenna as a stealth facility, creates less of a negative visual impact on the community than the erection of lattice or guy towers.
 13. Buildings and structures on public property are capable of being used to provide support for antenna arrays, thus reducing the proliferation of towers in all areas of the City.
 14. The public policy objectives to reduce the proliferation of telecommunication towers and to mitigate their impact can best be facilitated by encouraging the use of less visually intrusive antennas and permitting the locating of wireless communication systems on telecommunication towers and antenna support structures that are located on property owned, leased, or used by the City or other Governments.
 15. The requirements set forth in this ordinance for the placement of wireless services facilities on property owned, leased or used by the City or other Governments are necessary to protect the health, safety and general welfare of the community.
 16. The Utah Code grants cities the authority to create or acquire sites to accommodate the erection of telecommunication towers in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City or other Governments the fair market rental value for the use of any City or other Government-owned site.
- The proposed zoning amendment is consistent with the general plan, namely to “coordinate increased broadband services while helping to reduce costs within the City.”

- The proposed amendment meets the needs and policy of the city as expressed by the legislative body in stated goals and objectives found in the general plan. These include:
- Heber City’s vision for Jobs and Economic Development: Heber’s economic vitality enables most residents to work in town if they choose. The City attracts and partners with employers in key industry sectors to locate downtown, in new town centers and in the business center on the south end of downtown.
- Principles Include:
- Heber fosters an environment that supports local business.
- Heber supports and grows its emerging recreation and tourism industry, as well as opportunities in technology, research and development, professional/office, medicine/healthcare and light manufacturing.

ALTERNATIVES

Recommended Motion: I make the motion to continue the item to the next Planning Commission meeting to be held on April 28, 2026, to give the Planning Commission time to consider public input.

POTENTIAL MOTIONS

ACCOUNTABILITY

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

EXHIBITS

1. Atlas Rezone Presentation
2. ATUT0007_Heber Hill-HEBER CITY CORPORATION_Public Hearing presentation_5-6-26
3. Email Summaries
4. Project Overview
5. Community FAQ
6. Atlas Lease
7. Hospital Well Neighbors
8. Notice Letter
9. Notice Map
10. IPFZ Zone location
11. IPFZ
12. Residential Zones
13. Telecommunications Ordinance



Atlas Towers Rezone Request

Heber City Planning Commission

May 12, 2026

Why is this being considered?

Contract

- In 2026, Atlas Towers requested to enter into a lease agreement with Heber City for locating a cell tower on city properties

Heber City Properties Considered

- Cove Park
- VHs Round Tank
- VHs Square Tank
- Cemetery
- Cemetery/Park Expansion
- City Hall
- Main Street Park
- Mill Road Estates Park
- Hospital Well
- Red Ledges Park
- Red Ledges Water Tank
- Timp Meadows Park
- Atlas Towers looked at other non-city sites too (see Atlas' presentation)



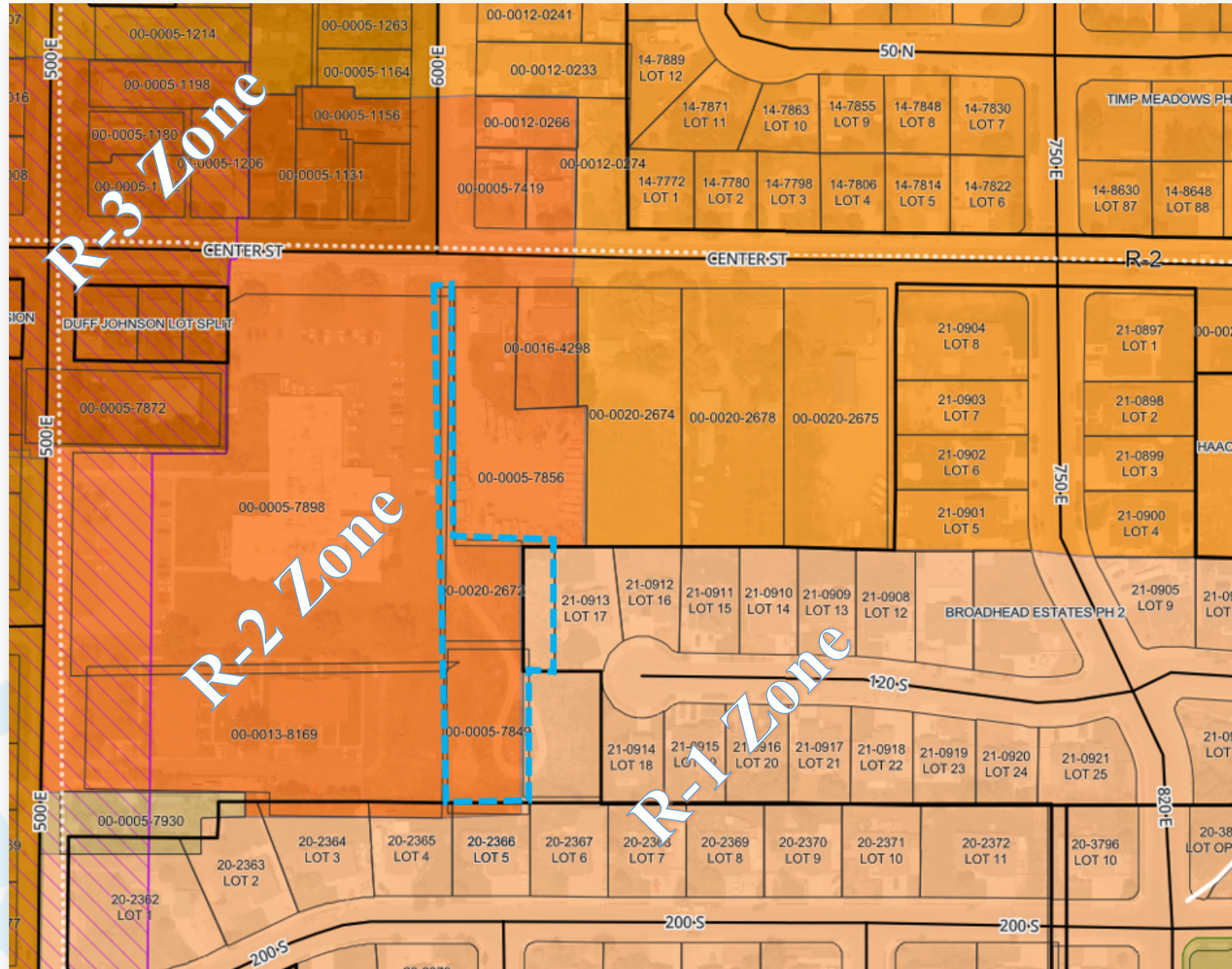
Key Contract Terms

- Effective date: March 2, 2026
- Agreement between Heber City as landlord & Atlas Towers as tenant
- Atlas authorized to construct cell tower
- 12-month testing period
- 20-year contract with (2) 5-year extensions
- Must meet zoning requirements

Rent

- \$150,000 one-time payment
- \$800 per month base lease X 240 months = \$192,000
- \$500 per month for second tenant X 240 months = \$120,000
- \$500 per month for third tenant X 240 months = \$120,000
- **\$582,000 total revenue**

Current Property Zoning



Monopole Cell Tower Standards (Chapter 18.110)

R-1 Residential Zone (Chapter 18.52)

- Conditional Use
- Facility must accommodate at least 3 providers
- 35' height
- 1 mile separation
- 10' antenna height
- 115% height setback to lot residential lot line
- Painted/designed to blend with surroundings

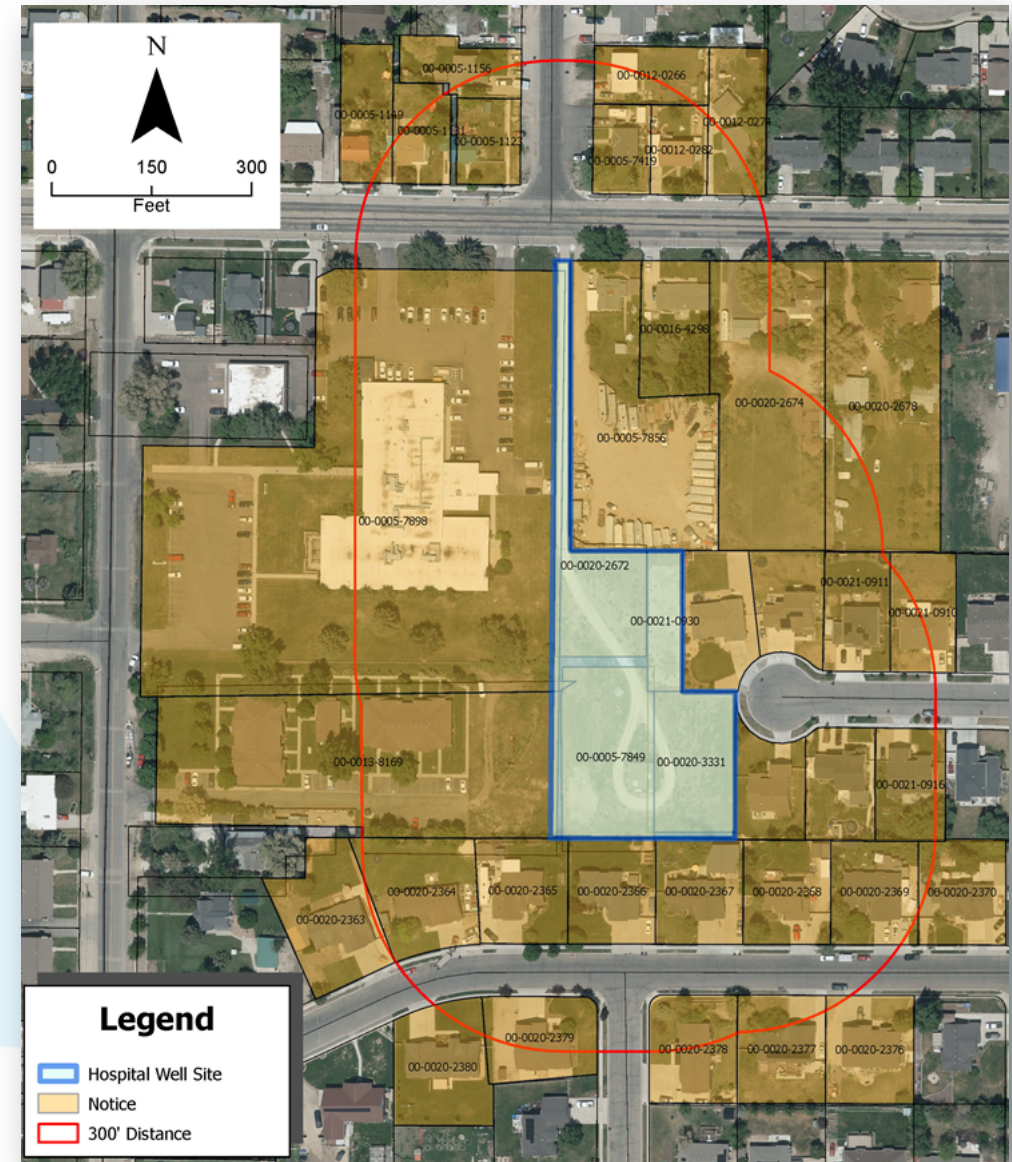
Institutional & Public Facilities Zone (Chapter 18.26)

- Conditional Use
- Facility must accommodate at least 3 providers
- 65'
- 1 mile separation
- 10' antenna height
- 115% height setback to lot residential lot line
- Painted/designed to blend with surroundings

Public Notice of Zone Change

City Code 18.08.007

- Requires 10-day notice to those within 300'
- Courtesy notice A-frame signs posted at 600 E/200 S & 200 S/850 E



<https://heber.municipalcodeonline.com/book?type=planzone#name=Preface>

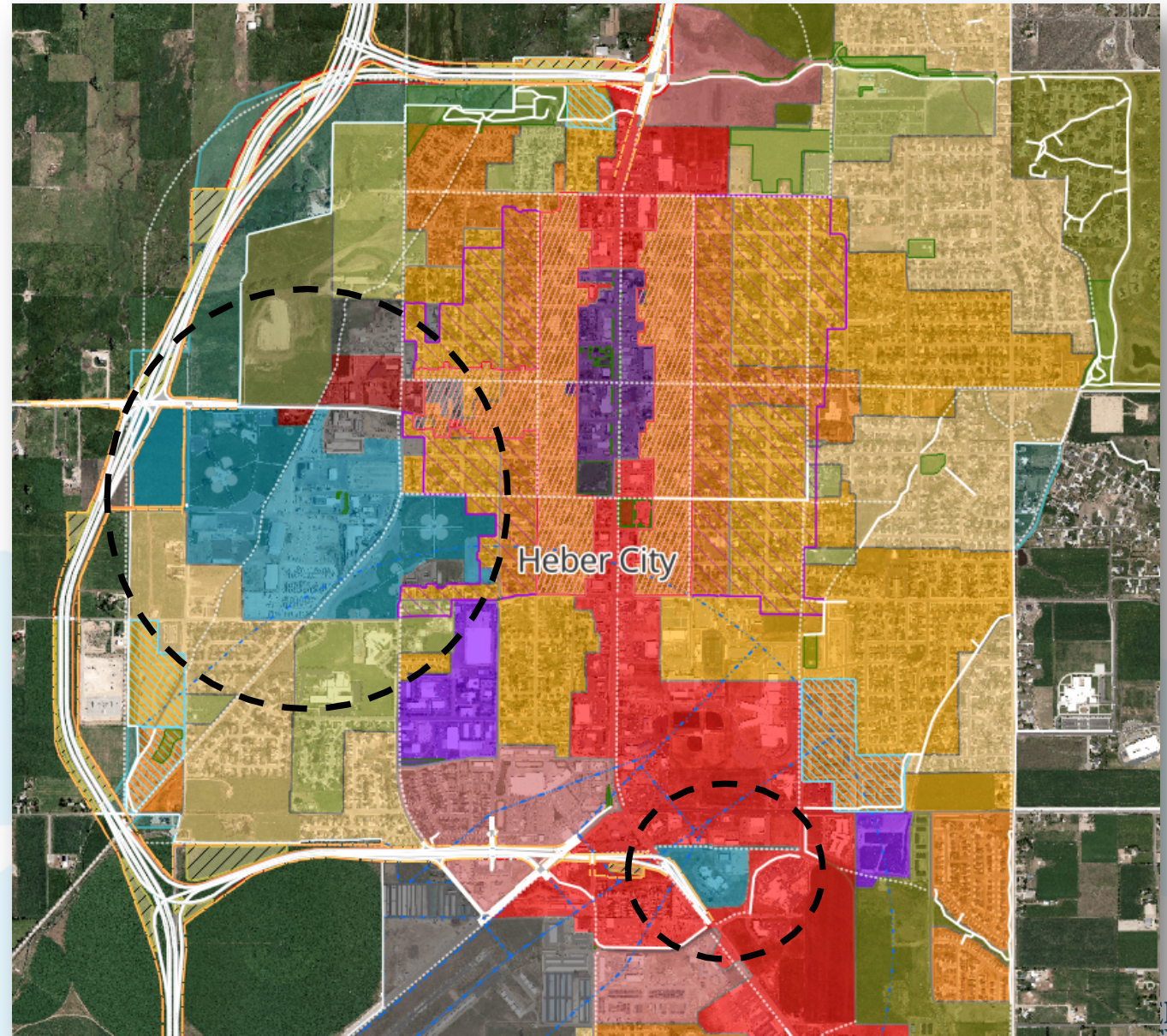
Rezone Process

- Planning Commission Public Hearing & Recommendation
- City Council Decision in Public Meeting

Q & A

Spot Zoning

- **Question:** Isn't this a spot zone?
- **Answer:** Spot zoning is not prohibited by Utah State Code.
- The City has used the IPF Zone in other locations, as it is part of the city's plan for future zoning of public properties



IPF Zone in Heber City

18.26.010 Objectives – Characteristics

- A. The Institutional and Public Facilities (IPF) zone has been established for the primary purpose of providing a location where public and community buildings and facilities can be located and promotes the current and future use of such facilities.
- B. This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City, and to reduce the effect which the location of these facilities may have upon zoning statistics in residential, commercial, or industrial areas.
- C. This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
- D. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the IPF zone.

What alternate sites were considered?

- See also Atlas Towers' presentation for privately owned sites



Why this site?

- Atlas Towers & Heber City entered into a lease agreement as of March 2026 that permits Atlas to construct a cell tower at this location.
- The current residential zoning of this property already permits cell towers to a height of 35 feet as a conditional use.

Can the cell tower be turned down during the conditional use process?

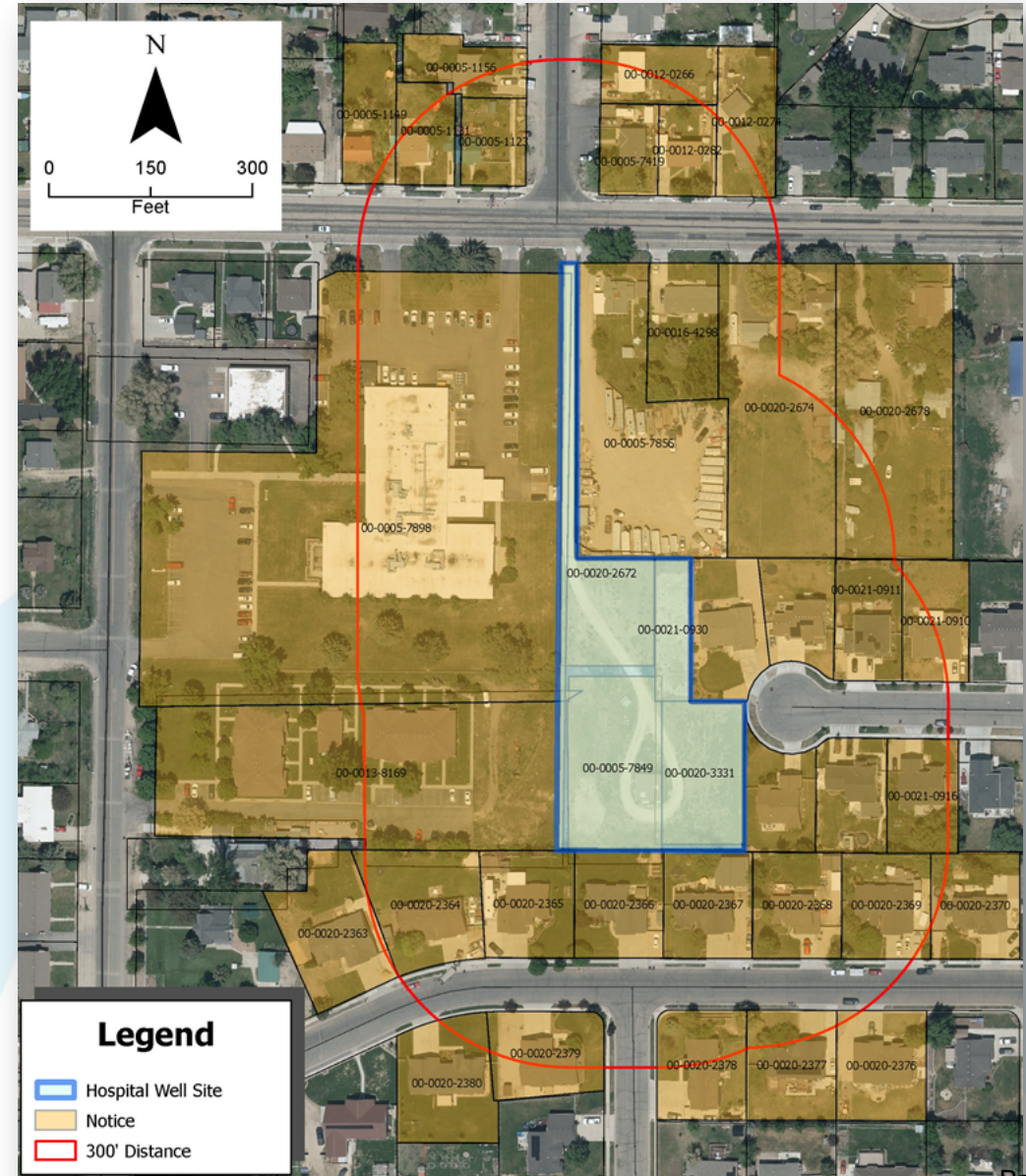
- In Utah, conditional uses are essentially permitted uses with conditions of approval meant to mitigate negative impacts of the use on the neighborhood. If the impacts can be mitigated, the City would be required to grant the Conditional Use.

Why rezone the property?

- Current Zone R-1 & R-3 already permits a cell tower at a 35-foot height.
- The IBFZ permits a cell tower at 65 feet, which accommodates up to 2 additional service providers

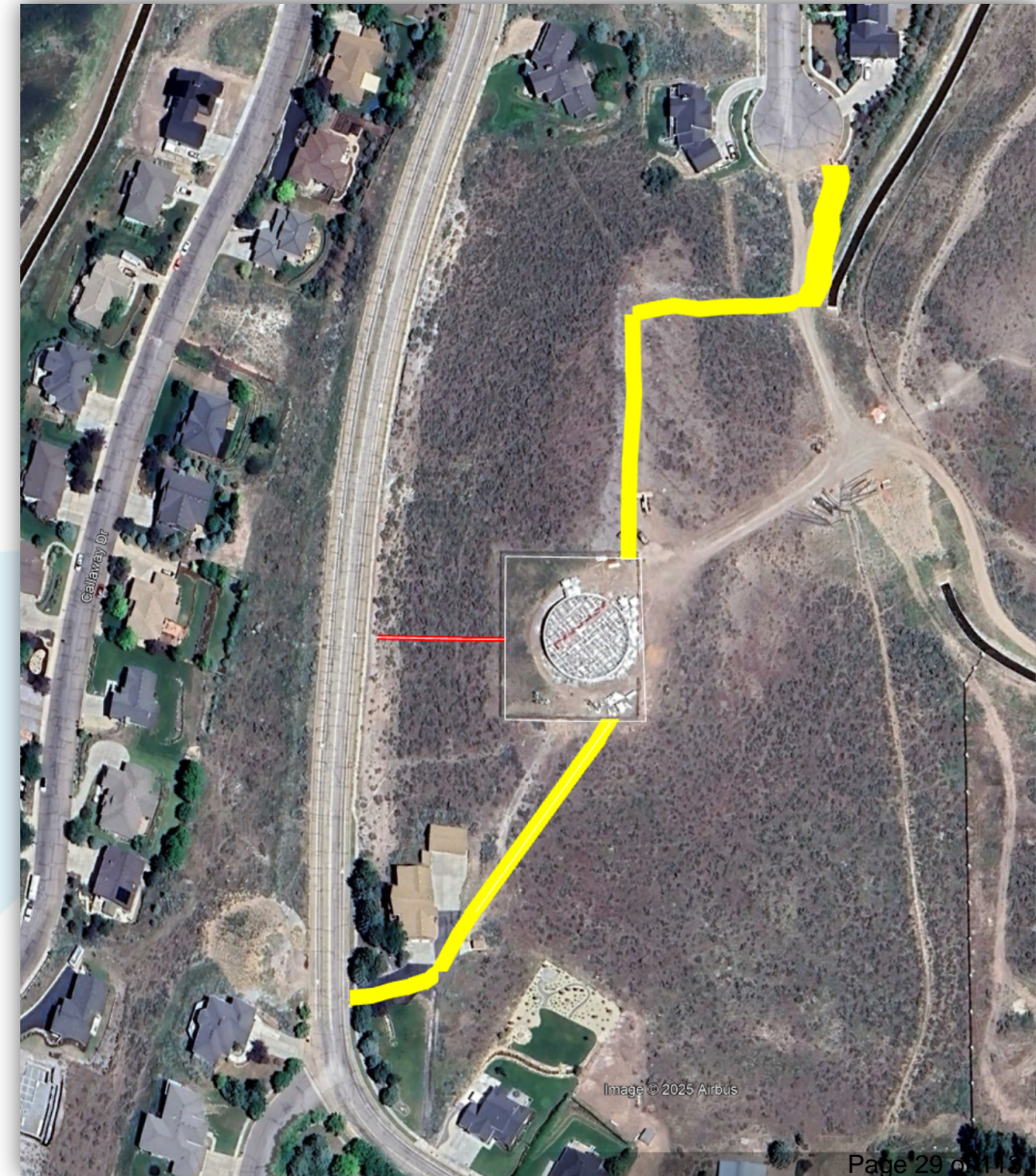
Why didn't I get a notice letter?

- Notices are only sent to those property owners within 300 feet of the property in question.



Why didn't Atlas Pursue the Valley Hills site?

- The site was not denied by the city
- Atlas walked away from site due to lack of legal and functional access



Why not use the cemetery for this cell tower?

- The cemetery was not considered out of reverence for the deceased.
- The City has a lease agreement with Atlas Towers for the hospital well, so the location decision has already been made.

I don't like this site! Why is this still being considered?

- There is a zone change process underway. Only the City Council can make the final decision on a zone change. The Planning Commission serves as a recommending body in this process, while staff assists in the process and does not have approval authority.
- The City has a contractual obligation to allow Atlas to construct a cell tower at this location and current zoning already permits cell towers.
- The question for the city is not **IF** a cell tower can be built at this site; the question is at what height can the cell tower can be built. The existing residential zone for the property already permits 35' tall cell towers and the IPF Zone would permit a 65' tall cell tower.

If the City turns down the zone change, will it be turning down the cell tower?

- No. Heber City has a contract with Atlas that authorizes Atlas to construct a cell tower. The current residential zoning of the property permits a cell tower to a height of 35 feet, so a zone change is not necessary to construct a cell tower.

Proposed Macro Cell Site – 40.50643, -111.40269

Strategic Site Serving Heber City, Utah & Surrounding Growth Corridor

Dense Residential Demand

- Rapidly growing communities in Heber City & surrounding areas
- Increasing in-home data use: streaming, remote work, smart homes
- Strong need for reliable indoor coverage

New Development Corridor (0.5 – 2 Miles)

- Active residential development & master-planned communities
- Future commercial, retail, & mixed-use growth
- Continued infrastructure investment & expansion

Nearby Landmarks

- Heber Valley Airport
- Soldier Hollow Sports Complex
- Wasatch Mountain State Park
- Close to US-40, US-189 & SR-113

Wasatch Mountain State Park

Heber City (2 Miles)

Heber City

Heber Valley Airport

Soldier Hollow Sports Complex

Midway (6 Miles)

Charleston (4 Miles)

113

113

189

40

113

Deer Creek Reservoir



Proposed Site
40.50643, -111.40269

~1-1.5 Mile Coverage Ring

Limited Existing Macro Infrastructure

- Few macro towers in immediate area
- Flat valley terrain = strong RF propagation
- Centralized location between Heber, Midway & Charleston

Commuter & Local Traffic

- Heavy usage along US-40, US-189 & SR-113
- Daily commuter & school traffic
- Supports tourism, recreation & event traffic

5G Supports 5G & Future Capacity Needs

- Mid-band 5G deployment ready
- Supports Fixed Wireless Access (FWA)
- Ideal for multi-tenant colocation

High Multi-Tenant Potential

- 3-4 carrier tenants likely
- Strong long-term lease-up potential

Why This Site is Ideal



Covers Growing Heber Valley Communities



Serves New Developments & Future Builds



Strong Line-of-Sight in All Directions



Supports 5G & Future Capacity Expansion



High Multi-Tenant Potential



Strategic Long-Term Infrastructure Investment

Project Overview

- Proposed 65' monopole wireless facility
- Designed for multi-carrier co-location
- Located on City-owned property (“Hospital Well”)
- 50'x50' ground lease area



Why a New Site Is Needed

Strengthening Connectivity

- Reliable in-home coverage for work, school, and daily use
- Existing towers cannot handle demand & provide adequate coverage

Public Safety

- Improved first responder communication & emergency reliability

Economic Growth

- Supports local business, tourism, and future development

Mobility & Commuting

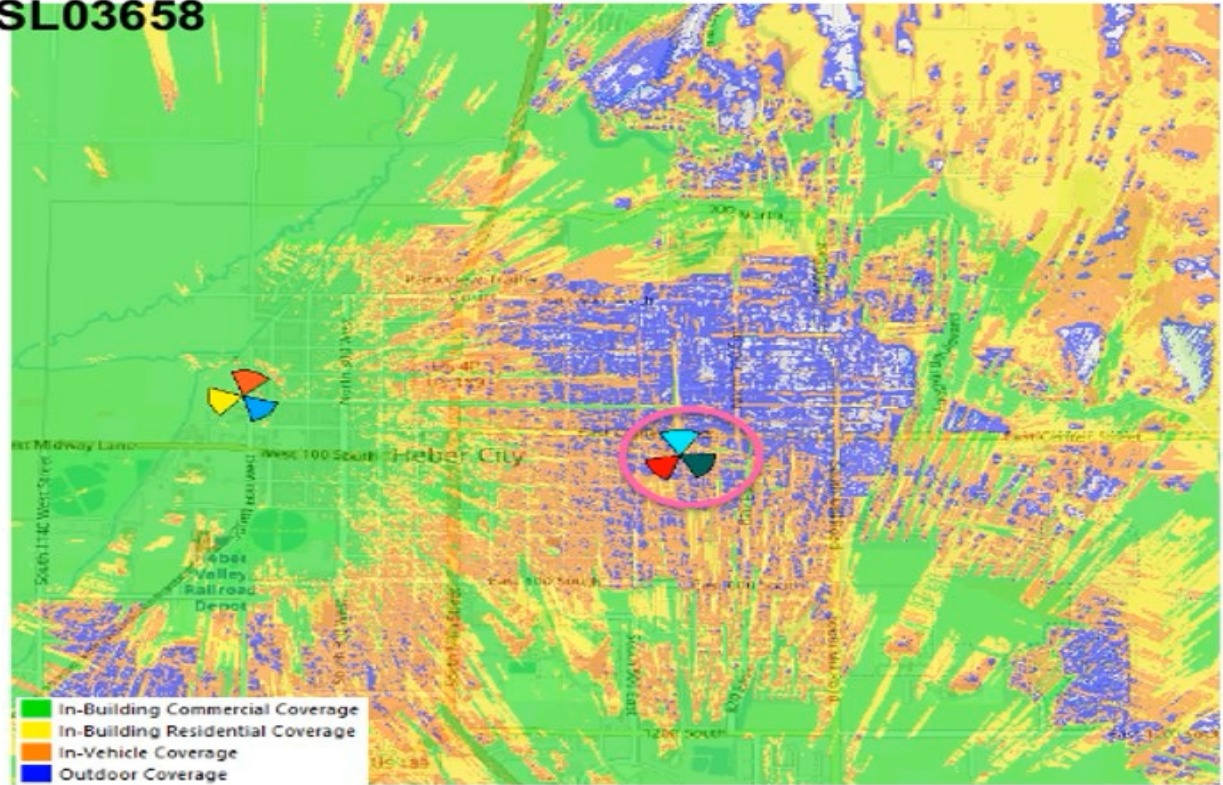
- Better coverage along US-40, US-189, and SR-113

Community Impact

- Enhances quality of life and supports long-term growth

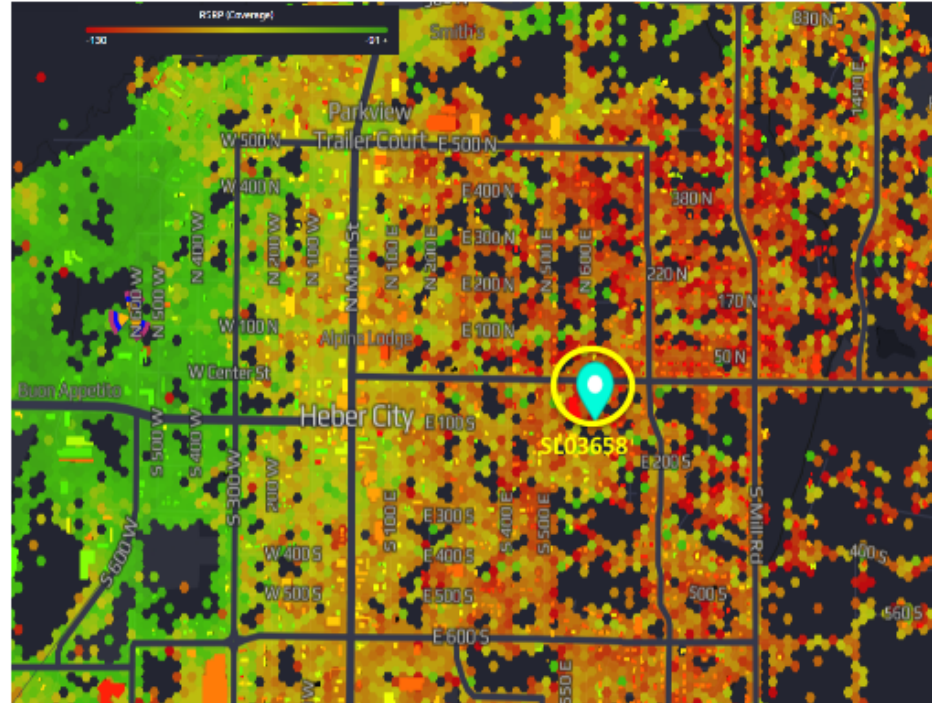
Atlas Tower Coverage

BEFORE — Current coverage without site SL03658 site SL03658



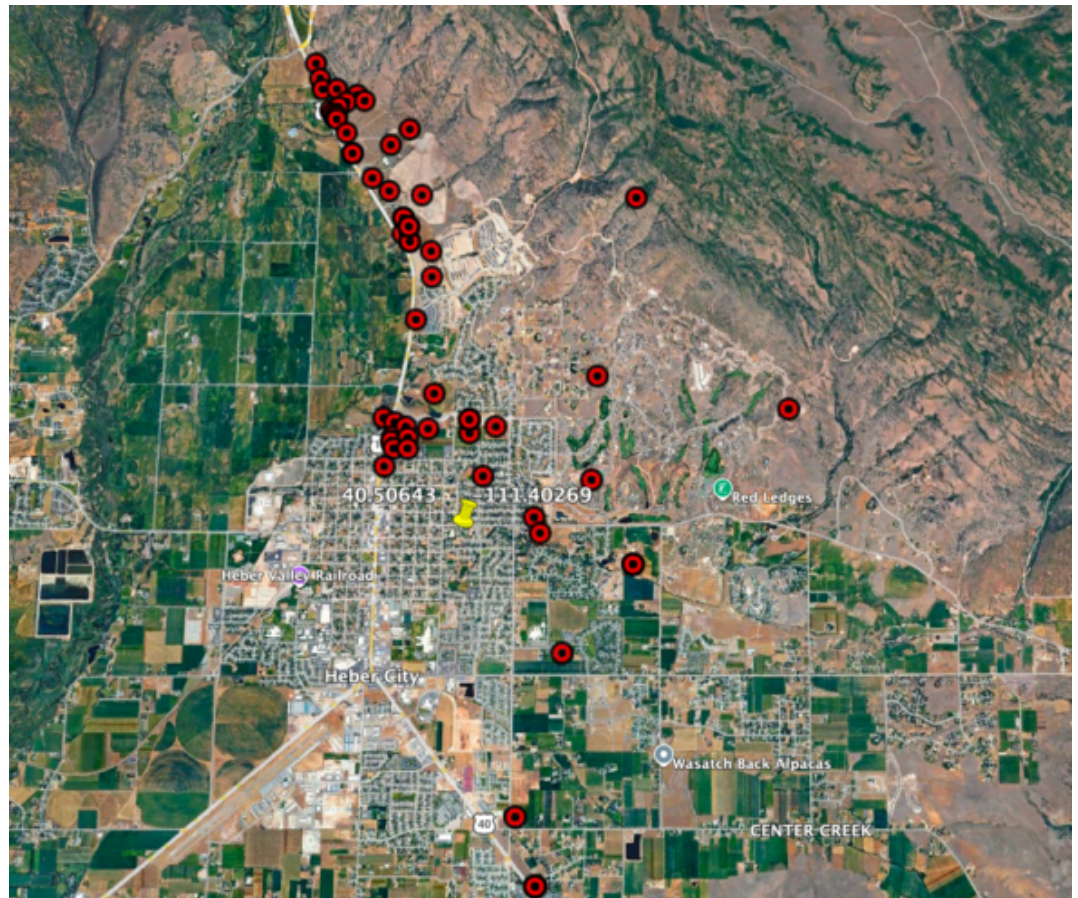
Atlas Tower Coverage

Actual Customer level Experience in Heber area



Site Selection

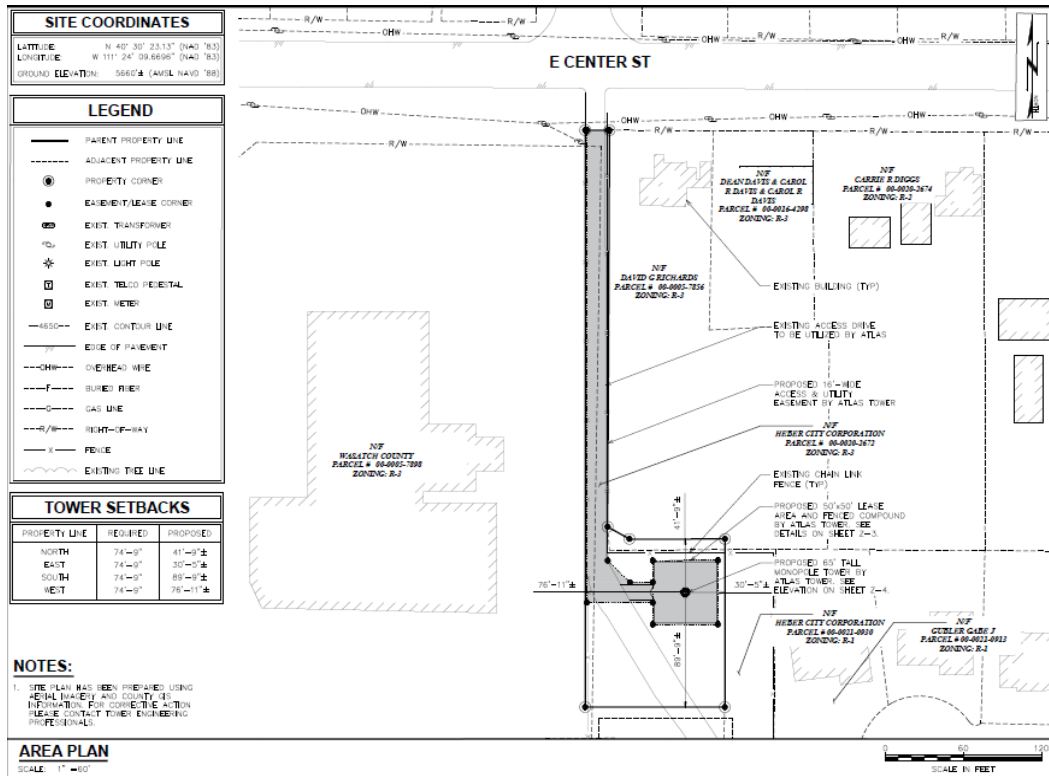
- Carrier determines the area
- Carrier contacts a tower builder
- City Code reviewed to identify location
- Adequate utilities and access
- Contact property owners to lease space
- **Red dots**, the number of alternative parcels attempted



Atlas Tower
Site Location



Atlas Tower Site Plan & Layout



Federal Preemption on Health & Property Value Claims

Under federal law, local governments are limited in how they evaluate wireless facility applications.

Health Concerns Are Not a Valid Basis for Denial

The **Federal Communications Commission** has established nationwide **radiofrequency (RF) exposure limits** that all wireless facilities must meet.

Per **Section 704 of the Telecommunications Act of 1996**:

Local governments “**may not regulate the placement, construction, or modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions**” if the facility complies with FCC standards.

Implication:

If the proposed site is compliant with FCC RF limits, **health-related objections cannot legally support denial.**

Property Value Claims Are Not a Supported Regulatory Standard

Courts and federal guidance have consistently found that:

- Generalized concerns about property values are **speculative**
- They are **not a recognized technical or regulatory basis** for denial
- Decisions must be based on **substantial evidence tied to zoning criteria**, not public perception

Property Values

What the Data Actually Shows

- **No measurable long-term decline** in home values near cell towers
- Sales prices track **normal market trends**, not tower proximity
- Any short-term perception impact is **temporary and dissipates**

Reality Check: What Actually Drives Property Values

- ✓ School quality
- ✓ Neighborhood demand
- ✓ Home condition & upgrades
- ✓ Access to jobs & transportation

Market Shift You Can't Ignore

- Buyers now expect **strong mobile and data connectivity**
- Poor coverage can **hurt desirability more than infrastructure visibility**
- Reliable service supports **remote work, safety, and daily life**

Atlas Tower Property Values



Zestimate®

i30 W 100 N, Heber, UT 84032

Est. refi payment: **\$3,344/mo** [Refinance your loan](#)

SingleFamily Built in 1984 8,712 Square Feet Lot

\$594,300 Zestimate® \$310/sqft \$3,218 Estimated rent

5 beds **2** baths **1,920** sqft

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value
\$594,300

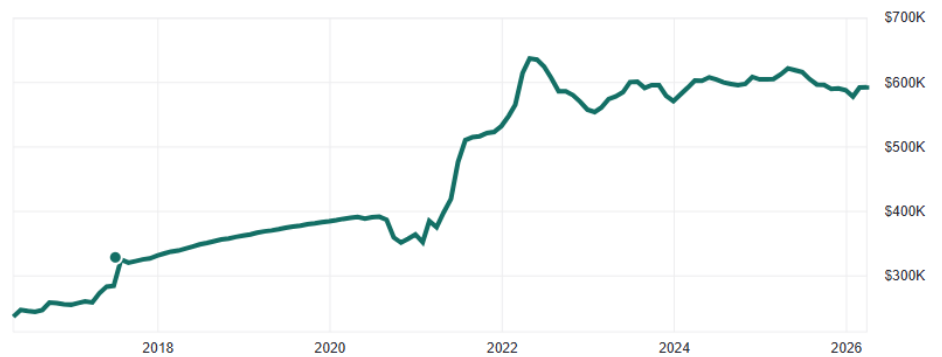
What is this number?

[Start now](#)

Zestimate® history [Table view](#)


+151% in last 10 years

Home values Rent Zestimate Tax paid



Atlas Tower Property Values

Sold



920 S 100 W, Heber, UT 84032

Est. refi payment: \$ -- [Refinance your loan](#)

Residential Built in 1987 0.28 Acres Lot

\$642,200 Zestimate® \$--/sqft \$2,607 Estimated rent

4 beds **2** baths **2,068** sqft

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value \$642,200

What is this number?

[Start now](#)

[See all 27 photos](#)

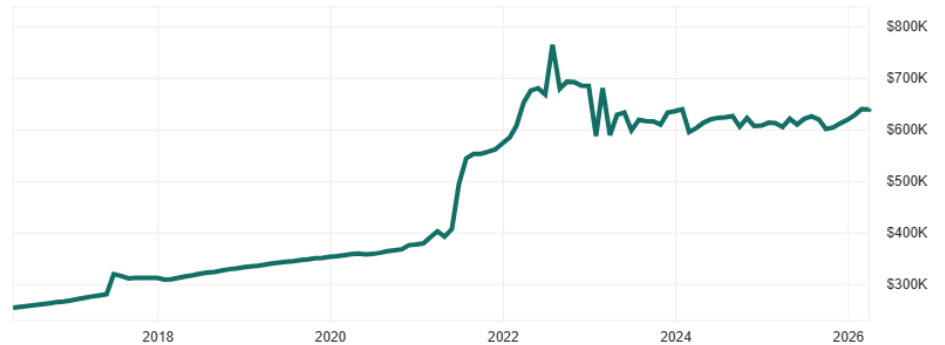
Zestimate® history [Table view](#)

+152% in last 10 years

Home values

Rent Zestimate

Tax paid



Property Values



Atlas Tower Property Values



Zestimate®
113 W 200 S, Heber, UT 84032

--- 3,443
beds baths sqft

Est. refi payment: \$4,522/mo [Refinance your loan](#)

- SingleFamily
- Built in 1890
- 0.32 Acres Lot
- \$803,500 Zestimate®
- \$233/sqft
- \$3,955 Estimated rent

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value
\$803,500

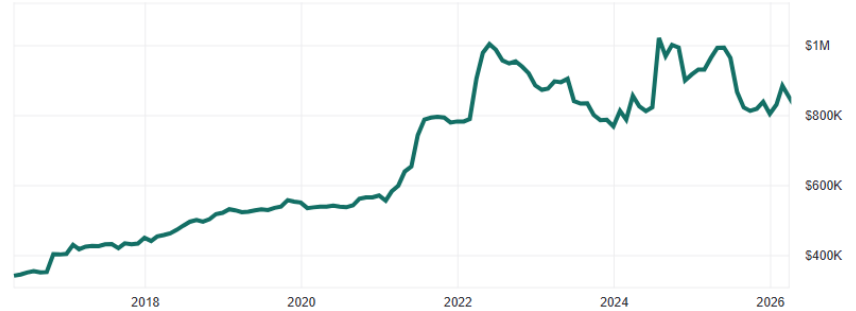
What is this number?

[Start now](#)

Zestimate® history [Table view](#)

+150% in last 10 years

- Home values
- Rent Zestimate
- Tax paid



Atlas Tower Property Values



Zestimate®

264 W 910 S, Heber, UT 84032

3 beds
1 baths
2,110 sqft

Est. refi payment: **\$3,660/mo** [Refinance your loan](#)

Single Family

Built in 1978

10,454 Square Feet Lot

\$652,000 Zestimate®

\$309/sqft

\$2,470 Estimated rent

Get a cash offer in 3 minutes

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

Estimated market value

\$652,000

[What is this number?](#)

[Start now](#)

Zestimate® history [Table view](#)

+103% in last 10 years

[Home values](#)

[Rent Zestimate](#)

[Tax paid](#)

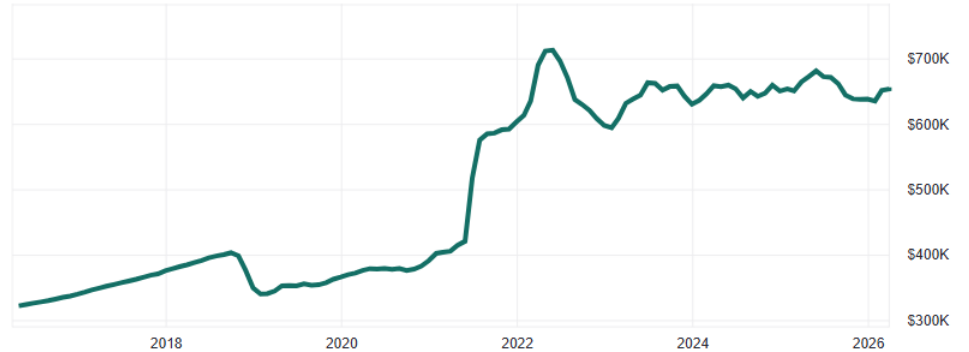


Photo Simulations

EXISTING VIEW: LOCATION 1



Photo Simulations

PROPOSED VIEW: LOCATION 1



Photo Simulations

EXISTING VIEW: LOCATION 2



Photo Simulations

PROPOSED VIEW: LOCATION 2



Photo Simulations

EXISTING VIEW: LOCATION 3

**ATLAS
TOWER**

SITE NAME: HEBER HILL
ADDRESS: 403 EAST CENTER STREET
HEBER CITY, UT 84032
COUNTY: WASATCH



Photo Simulations

PROPOSED VIEW: LOCATION 3

**ATLAS
TOWER**

SITE NAME: HEBER HILL
ADDRESS: 602 EAST CENTER STREET
HEBER CITY, UT 84002
COUNTY: WASATCH



Photo Simulations

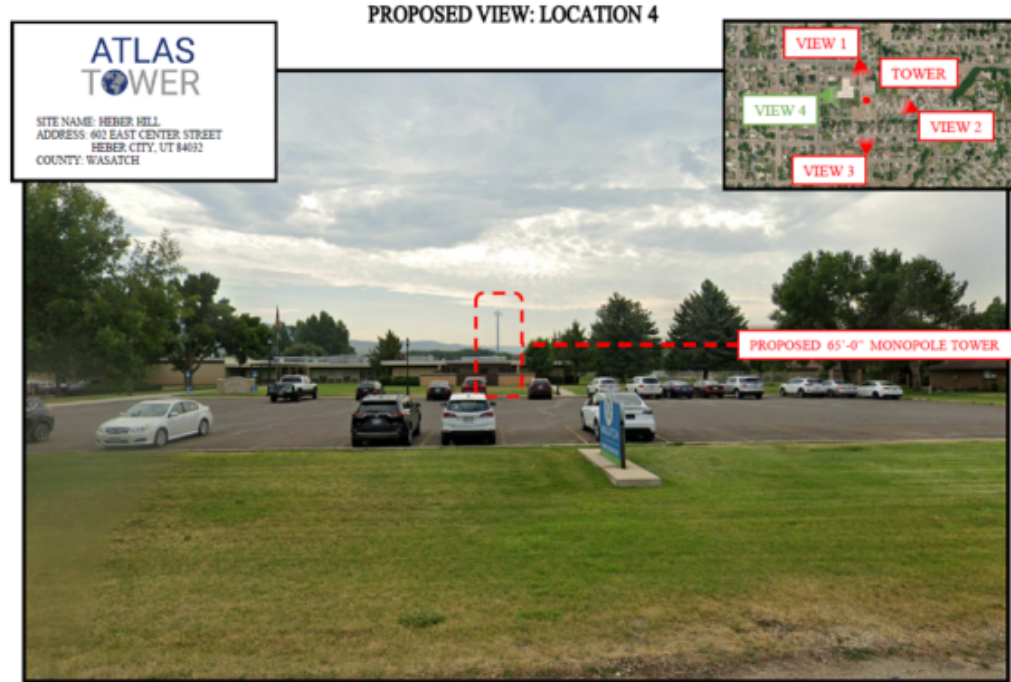
EXISTING VIEW: LOCATION 4

**ATLAS
TOWER**

SITE NAME: HEBER HILL
ADDRESS: 602 EAST CENTER STREET
HEBER CITY, UT 84032
COUNTY: WASATCH



Photo Simulations



Atlas Tower **Safety & Compliance**

- Facility will comply with all FCC regulations
- Operates below maximum allowable limits

Atlas Tower **Rezone Justification**

- Supports essential public infrastructure
- Enables co-location (fewer total towers)
- Consistent with existing utility land use
- Addresses service gap

Radio Frequency (RF) Safety and Health

- Extensive scientific research confirms that RF emissions from wireless facilities are safe for people of all ages
- Trusted sources include: FCC, OSHA, CTIA, American Cancer Society, World Health Organization (WHO), and peer-reviewed scientific studies
- All wireless equipment is strictly regulated for safety at the federal level
- FCC standards ensure RF exposure levels remain well within safe limits for both adults and children
- The FCC has exclusive authority to regulate RF safety
- Federal law prohibits local jurisdictions from denying applications based on RF health concerns
- Wireless technology supports public safety and community well-being
 - Enhances emergency response and first responder communication
 - Keeps families connected
 - Supports schools, businesses, and equitable access to services
- Strong community demand for reliable wireless service continues to grow

Summary of Email Comments Received Regarding Proposed Hospital Well Zone Change

Summary Date: May 6, 2026

April 3, 2026

To Heber City council members,

Our family has lived in lot 15 (on the zoning map) for the past ten years and would like it noted that we are not in favor of rezoning the proposed area near our home. Our opposition in it being rezoned is primarily because we do not want the cell tower to be built right in our neighborhood.

Cell towers have been proven to reduce property values by up to 20-30% and have potential health risks from long term RF radiation exposure. Studies have suggested increased risks of headaches, sleep issues, cognitive impairment, and higher cancer rates among residents living within 300-400 meters.

Additionally, we have not received any notice or information from Atlas about the proposal even though it is my understanding that they must inform residents of proposed wireless facilities directly affecting personal property.

Please protect the integrity and health of our families and neighborhood and build this tower either away from residential areas or somewhere still in development so residents can choose if they want to live with the risks of living by a wireless tower.

Thank you,

Sara Turley

April 6, 2026

Good evening,

I just received this notice about the public hearing regarding the rezoning potentially right next to my house for a cell tower (this would be detrimental to our neighborhood if this passes). The notice outlines the public hearing being on March 14th, 2026. I'm assuming this is an accidental mistype as March 14th is long gone. Needless to say, this is confusing and is going to confuse neighbors who received this notice (them thinking the meeting already happened). Is there a way to resend the notice with the correct date? Or push the hearing so the neighborhood can accurately receive the correct date of the hearing and plan accordingly?

Trisha Welsby

April 7, 2026

Thank you all for your quick responses, I appreciate it and also appreciate the meeting being rescheduled.

I checked with some of my neighbors in Broadhead Estates and they never received the public hearing notice in the mail (similar to no one receiving the letter from Atlas Towers announcing interest in the project...most neighbors never received this). Is there a possibility to put a public notice sign announcing the hearing at the crossroads of 120S and 750E (by the mailboxes)? I know there is a public notice sign close to the Wasatch County Complex Services building...most neighbors in Broadhead Estates don't drive past that. I find it quite odd that only a handful of people received a notice from Atlas Towers and only some people received a public hearing notice with the wrong date for the public hearing. The communication is inconsistent and as neighbors of this community, everyone should be aware of what is going on and how it affects them.

April 7, 2026

Thank you for letting us know about that error. I'll get with my staff and identify a course of action.

Best,

Tony

April 7, 2026

Thank you all for your quick responses, I appreciate it and also appreciate the meeting being rescheduled.

I checked with some of my neighbors in Broadhead Estates and they never received the public hearing notice in the mail (similar to no one receiving the letter from Atlas Towers announcing interest in the project...most neighbors never received this). Is there a possibility to put a public notice sign announcing the hearing at the crossroads of 120S and 750E (by the mailboxes)? I know there is a public notice sign close to the Wasatch County Complex Services building...most neighbors in Broadhead Estates don't drive past that. I find it quite odd that only a handful of people received a notice from Atlas Towers and only some people received a public hearing notice with the wrong date for the

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Trisha Welsby

April 7, 2026

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April 7, 2026

Trisha:

We can move the sign to 120/750 as you suggested, no problem. Not all Broadhead Estates property owners will receive a letter. The attached map shows those who are within 300 feet that will receive a public notice letter as required by the City Code.

Best,

Tony

April 7, 2026

Hello,

I apologize for the incorrect date on the letter; I am resending letters today with a new date of May 12, 2026 . We will reposition the A-frame near the mailboxes rather than the Wasatch County Complex Services Building. We will recheck the list for the individuals that need to receive a personal letter. Please be aware that the letter will only be provided to owner's of real property in the vicinity of 600 East Center according to state mandate (300 feet). We have placed two A-frames in the area for all others who do not receive a letter, we can place a third A-frame if you feel there is a need.

Let me know your thoughts.

Take Care,

Meshelle Kijanen

April 14, 2026

To the Members of the Planning Commission, City Council, and Mayor Franco,

As 30 year residents, my husband and I would like to express our deep concern for the proposed rezoning of the 1.5 acre lot adjacent to our community and our home for the purpose of installing a 65 foot cell tower. We are aware of the previous proposal to put this cell tower near the upper area of the Valley Hills community and that was rejected. I would like to point out that the tower location near Valley Hills was further from homes than it would be from our homes in Broadhead Estates which seems to be a contradiction.

We bought our home in a beautiful community where residents take pride in their homes and yards. Broadhead estates and surrounding neighborhoods were designed with buried power lines to create an open, rural and aesthetically pleasing neighborhood which is why most of us invested in this area. To rezone and put a cell tower in the middle of the neighborhood undermines the quality and financial investment we have all made. Heber is better than this and we hope that you see how necessary it is to preserve the quality areas we have within the city limits.

It has also been brought to our attention that the city has signed a lease agreement contract with Atlas Communications to place a tower on city property. It is my understanding that this agreement will generate significant revenue for the city. There has to be other city locations that do not require rezoning and would not have such a negative financial impact on so many homeowners.

Lastly, we also recognize the need for more communication equipment in our valley. We hope you will hear Us (long time Heber residents in our community) and find a better location that does not require rezoning property so close to homes.

QUESTIONS:

What was the reason that the Valley Hills location was rejected?

What is the current setback requirement for a cell tower from a residential home and residential property line?

Why would you consider a neighborhood with homes in closer proximity to the tower than the previous proposed location?

What other locations are being considered and why?

Tanya Elander

April 14, 2026

Tanya:

Thank you for your comments. Here are some answers to your questions:

What was the reason that the Valley Hills location was rejected?

Answer: The Valley Hills location could not secure legal access from the public street to the City's property. While the City has a legal access for itself for water facilities access and maintenance, the City was unable to transfer a access for a different purpose to a different entity.

What is the current setback requirement for a cell tower from a residential home and residential property line?

Answer: 115% of the height of the structure from a residential property line (74.75' for a 65' tall structure)

Why would you consider a neighborhood with homes in closer proximity to the tower than the previous proposed location?

Answer: The previous location was not rejected for its proximity to the neighborhood. Rather, the petitioner for the tower was unable to secure legal access and rescinded their application before the City was able to render a land use decision.

What other locations are being considered and why?

Answer: Atlas Towers has considered other sites shown on the attached presentation on slide 9.

Best regards,

Tony

April 14, 2026

Thank you for getting back to me Anthony. Is that 74.75 Ft Set back from my property line? There are 5 houses surrounding that lot not to mention the apartments. It will be pretty close.

Tanya

April 15, 2026

Tanya:

Your assessment is correct.

Best,

Tony

April 15, 2026

Mr. Kohler,

Hello! I am writing to express my opposition to the cell phone tower proposed in my neighborhood. I am very concerned about home values and the character of our neighborhood which is single family homes, a few one-story apartments and lots of young families. Please resist Atlas Towers' attempt to rezone the Hospital well property.

Also, what recourse do we neighbors have to prevent such proposals in the future?

Thank you for your service! I'm sure you love Heber as much as we do.

Eve Christensen

April 15, 2026

Eve:

Attend the upcoming meetings, provide comments and emails to your Councilmembers and Planning Commissioners.

Best,

Tony

April 16, 2026

Good Morning Mr. Kohler,

Thank you for your service in behalf of our city.

I'm sure you and others are bombarded with emails regarding the rezoning of the city property near the hospital well. I need to express my extreme concerns about the financial impact that having a 65' cell tower placed so near our home and my neighbors homes will have on property values. Our property shares the fence line with the city property. I have attached a link below to nationwide studies that demonstrate the negative impact cell towers have on the home values and ability to sell our home at a crucial time in our life.

[https://ehsciences.org/cell-towers-drop-property-](https://ehsciences.org/cell-towers-drop-property-value/#:~:text=Realtors%20and%20peer%2Dreviewed%20studies,placed%20close%20to%20residential%20neighborhoods)

[value/#:~:text=Realtors%20and%20peer%2Dreviewed%20studies,placed%20close%20to%20residential%20neighborhoods](https://ehsciences.org/cell-towers-drop-property-value/#:~:text=Realtors%20and%20peer%2Dreviewed%20studies,placed%20close%20to%20residential%20neighborhoods)

Instead of repeating the multiple concerns that my community have already expressed I would like for you and the Heber City Council to understand the personal real-life impact this proposal will have on us as retirees.

We moved to Heber Valley 30 years ago. I retired from the Wasatch County School District as a teacher, coach & school counselor. I am the founder of the Cool 2 Care program at our high schools. I started the first Heber Valley Storm girls competitive soccer team and coached for over 12 years on a volunteer basis. I have invested my life into the Heber Valley Community and hope that in return Heber Valley will invest in our well-being as retirees.

Over 1/3 of our retirement portfolio includes the equity we have worked so hard to earn in our home over the years. Now that our children are grown and out of the house we need to sell and downsize.

When looking at the property value impact studies which are attached our home stands to lose between 10-20% which translates at our current market analysis value of our home to be between \$150,000 to \$250,00. This would be devastating to our financial stability.

Besides looking at all of the other issues presented, I hope you and other planning commission members and the Heber City Council will consider the real-life and personal impacts on those of us directly impacted by these decisions.

I am asking that alternative locations be found that do not place cell towers in well established neighborhoods.

Thanks again for all that you do!

Have a great day,

Brent

April 21, 2026

Hi Again Anthony-

I took a drive to the Valley Hills proposed site for the cell tower and then reread what you wrote to me about access to the water tower. I cannot see why the city cannot grant Atlas Communications access to that water tank location? The City has a contract with Atlas so it seems to me that the city can grant access to anyone they want especially since that site is already used for commercial reasons. The City is planning to rezone the area in our neighborhood when you have adequate areas that don't require rezoning. What would the reasoning be to rezone property against the will of the residents than to put the tower in place currently zoned for it. I would hope that we can receive clear and transparent communication regarding making unsupported zoning changes to put up a tower that will Greatly impact us.

As I look at the cemetery area, the closest home is more than three times the distance as in our area and fewer impacted residents. There are pine trees in the cemetery so the tower portraying a tree can be made to blend in. Valley Hills distance was much greater as well. Many homes in our area will be less than 175 ft away and from what I can tell that will be closer than any other proposed location.

Please respond at your earliest convenience.

Thank you,

Tanya Elander

April 21, 2026

Tanya:

For the water tank location, Heber City doesn't own the land leading up to the water tank and has a prescriptive easement over someone else's land. Heber City is unable to legally permit someone else to use that prescriptive easement for a purpose other than the water tank. That property owner and Atlas could not come to terms on a new easement for access to the tower, so Atlas did not pursue that site.

The zoning of the City's Hospital Well site already permits a 35-foot-tall cell tower to be placed without a zone change. The zone change would permit the tower to be increase to 65 feet, which would permit 2 additional providers to have antenna on the structure.

I agree, the cemetery does have some potential for providing a facility that is further from neighbors and a pine tower could blend in really well there. The City didn't pursue the cemetery out of reverence for the deceased.

I hope this helps.

Best regards,

Tony

April 21, 2026

Thank you for your clarification. And as an intelligent adult I understand all but the cemetery issue. The city has massive construction all around the cemetery and property with aluminum sheds, construction material and equipment, all this while without precedence to the deceased. It doesn't have to be in the middle of the burial grounds but adjacent city property is available.

I hope you will consider that my neighbors and myself would endure a huge financial loss if a 65 ft tower is located on hospital well property which is less than 175 feet away from our homes. Please consider the residents living in this community and find a city location Zoned for this structure.

Thank you,

Tanya Elander

May 4, 2026

To Heber City council members,

Our family has lived in lot 15 (on the zoning map) for the past ten years and would like it noted that we are not in favor of rezoning the proposed area near our home, and are strongly opposed to the proposed cell phone tower being built on the neighboring lot.

The proposed building site is not congruent with the neighborhood, the height and size of the tower would dominate our modest neighborhood and completely alter the small town ascetics that were the primary reason we moved here and love it. A tower of this size should be built in a commercial area rather than residential.

Cell towers have been proven to reduce property values by up to 20-30% which not only impacts us directly as home owners but also the city in terms of tax revenue. Studies also show potential health risks from long term RF radiation exposure including increased risks of headaches, sleep issues, cognitive impairment, and higher cancer rates among residents living within 300-400 meters.

Please protect the integrity and health of our families and neighborhood and build this tower either away from residential areas or somewhere still in development so residents can choose if they want to live with decreased property values and the potential risks of living by a wireless tower.

Thank you,

Sara Turley

May 4, 2026

Hi Everyone,

Has there been any update on a new place for the cell phone tower? I heard by the cemetery may be an option. I remain hopeful the community's concerns on the home price decreases due to a cell tower has been taken into consideration.

Thank you.

Trisha Welsby

May 5, 2026

Trisha:

Thus far, Atlas towers is pursuing the hospital well site. A public hearing will be held next week on May 12 with the Planning Commission. Following that, Council will consider the recommendation of the Planning Commission and public comments in making a decision on the site currently being considered.

Best regards,

Tony

May 5, 2026

Dear Mr. Kohler,

I'm writing to share my comments and concerns regarding the proposed zone change and the placement of a cell tower within our Heber City neighborhood.

While I understand the importance of expanding telecommunications infrastructure to support growing community needs, I would like to request careful consideration of the potential impacts this project may have on nearby residents, local aesthetics, and property values. The placement of such infrastructure can significantly influence neighborhood character, and it is important that any decision reflects a balance between technological advancement and community well-being.

In addition, I am concerned that the proposed zone change may constitute spot zoning. Altering zoning for a specific parcel in a manner that is inconsistent with the surrounding area and broader planning framework can set a concerning precedent. Approving this type of change risks opening the door for future spot zoning requests, which could gradually undermine the integrity and consistency of Heber City's zoning and long-term planning efforts.

I encourage the Planning Department to evaluate alternative locations that may minimize visual and environmental impact, as well as to ensure that proper buffering, design standards, and safety measures are in place. Transparency in the planning process and opportunities for public input are also critical to maintaining trust and ensuring that community voices are heard.

Thank you for your time and consideration. I appreciate the work the Planning Department does to support responsible growth in Heber City, and I hope these comments are helpful as you move forward with your evaluation.

Sincerely,

Kimberly Butler

May 5, 2026

Kim:

Thank you for your email. Here are some thoughts.

Agreed on potential impacts to the neighborhood. That is the purpose for the public hearing; for the Planning Commission to hear from the public about concerns about impacts to aesthetics and local residents and potential ideas for mitigating those concerns.

The proponent for the tower, Atlas Towers, has evaluated several other sites and will provide a summary presentation for the Planning Commission next week at the public hearing on May 12. Please tune in and learn more about what other sites have been considered. While the Atlas proposal occurs upon Heber City property, the City is not itself seeking locations for placement of cell towers. Atlas Towers approached Heber City with a proposal to place their facility on City Property, and this process is in response to that request from Atlas.

The State of Utah designates how cities and counties in Utah can zone properties, see Utah Code Title 10 Chapter 20, https://le.utah.gov/xcode/Title10/Chapter20/10-20.html?v=C10-20_2025110620251206. The concept of government properties being located within a different zone is one approach (not the only) in Utah and is not a concept that is prohibited by the State Code, and Spot Zoning is not itself prohibited. However, as the City considers zoning, as discussed above, it should consider impacts to health, safety and welfare of the community.

Best regards,

Tony

May 6, 2026

Dear Members of the City Council,

My name is Andrew Bernstein, and I live at 864 East 120 South. I am writing to oppose the proposed rezoning and cell tower near my neighborhood.

This area is clearly designated and developed as low-density residential. Changing a single parcel to allow a commercial or industrial-type use introduces an incompatible use into a stable neighborhood and conflicts with the purpose of the zoning code and the General Plan which is to protect neighborhood character and preserve the quality of life for the residents while emphasizing responsible development. It also raises concerns about spot zoning and sets a precedent for further encroachment into residential areas.

While I support responsible growth and infrastructure, projects like this should be located in appropriately zoned commercial or industrial areas—not within established neighborhoods.

I respectfully ask the Council to deny this rezoning request.

Thank you for your consideration.

Sincerely,

Andrew Bernstein

May 7, 2026

Thank you for your response, Anthony.

As the Community Development Director, and knowing the hysteria this is causing the residents close to this site, are you assisting Atlas in pursuing another site? This seems one sided and as if there is some sort of hidden agenda. There are other places in Heber that are not within feet to residential homes. Are you able to share the reasoning why this specific site is being pursued? Is there some sort of financial gain for the city at the financial detriment to all the residents close to the site being pursued? Any further insight you are able to provide is much appreciated so we can really understand what is going on.

Trisha Welsby

May 7, 2026

Good Morning Trisha:

There is no hidden agenda. Let me explain the process and my role so you can better understand.

Early this year, Atlas Towers submitted a request to the City Council for entering into a formal lease contract with Heber City for use of the Hospital Well Site for a cell tower. The City Council has approved that contract and yes, there are financial terms that benefit the City and all of its residents as a result of the lease. That is not a secret and was not done with hidden agendas. It was done in a series of public meetings with debate occurring in the open. The lease was accomplished with a legal contract and both Atlas and the City are both bound by this contract. The terms of the lease give Atlas a year to pursue the construction of a cell tower on the site. And the City has obliged itself to allow a cell tower to be constructed on its property.

Atlas can construct a 35-foot tall cell tower with current zoning, with no need for a zone change. A 35-foot tall tower is a conditional use in the current residential zoning of the property and would require approval of the Planning Commission and a building permit. Instead, Atlas is pursuing a zone change on the property, as the proposed IPF Zone permits a height of 65 feet for a cell tower. This additional height would accommodate 3 cell carriers (ie T-Mobile, Sprint, AT&T, etc), whereas a 35' foot tall cell tower can only accommodate one carrier.

Atlas Towers is currently working through the process of changing the zoning of the property from R-1 Residential to the Institutional and Public Facilities Zone (IPF). This is the current process we are working through. This process requires the Planning Commission to hold a public hearing (scheduled for May 12), and to make a recommendation to the City Council. That recommendation can be either for approving the requested zone change or for recommendation for denying it. The Planning Commission is not the final approving entity, that is the City Council. The City Council then considers that recommendation in a public meeting (meeting not yet scheduled, but likely in June-July). The City Council may either approve the zone change or deny the zone change. Even if the zone change is denied by the City Council, the City is still contractually obligated with the lease contract to permit Atlas to construct a 35-foot tall cell tower on the site.

The zone change process we are working through currently is not about IF a cell tower can be constructed. Instead, it is about determining the final height of the cell tower (35 feet versus 65 feet), as the City has already contractually obligated itself as a property owner to permit Atlas Towers to construct a cell tower on its property. As long as Atlas can meet the requirements of the City's development ordinances, there will likely be a 35 foot cell tower constructed on the property (the height limit for cell towers in residential zones), and potentially a 65 foot tower if the zone change is approved.

My role is to facilitate the rezone process, such as making sure the city has gone through the appropriate process for changing the zone, such as notifying the public, review ordinances, draft staff reports, educate the public, educate the Planning Commission and the City Council, etc. I am not a decision maker in the zone change process, I don't approve or deny zoning changes, nor am I an authorized entity that can change, modify or break a contractual lease. The City Council is the final decision maker on both of these issues.

My recommendation is to continue being involved in the process. May 12 is a public hearing and opportunity for you and the public to vocalize your concerns to the Planning Commission. Following the Planning Commission's consideration, there will be continued opportunities for you to vocalize your concerns to the City Council.

Best regards,

Tony

May 7, 2026

This is incredibly informative, thank you Tony. May I ask what the financial gain is for the residences due to the terms of the lease?

May 7, 2026

Trisha:

Below are the financial arrangements.

Best,

Tony

- \$150,000 one-time payment
 - \$800 per month base lease X 240 months = \$192,000
 - \$500 per month for second tenant X 240 months = \$120,000
 - \$500 per month for third tenant X 240 months = \$120,000
- \$582,000 total revenue

One-Page Project Overview – Proposed Wireless Facility

Project Purpose

To improve wireless coverage, network reliability, and capacity in the surrounding community through the construction of a new communications facility.

Proposed Location

- Near Center Street and North 600 East
- Existing public works–related use
- Land use would remain consistent with current conditions
- Approximate coordinates: 40.506425, -111.402686
-

Proposed Facility

- 65-foot painted monopole
- Designed to visually blend with surroundings
- Located within a 50' x 50' fenced compound
- Secure, locked gate
- Unmanned facility
-

Access & Operations

- No full-time staff
- Minimal vehicle traffic (occasional maintenance only)
- No ongoing noise or lighting
-

Community Benefits

- Improved wireless service and reliability
- Increased capacity for future growth
- Supports public safety and everyday connectivity
- Infrastructure investment without changing surrounding land use
-

Community Engagement

Atlas Tower is committed to early and transparent communication. Community members are encouraged to ask questions, share feedback, and participate in informal discussions prior to any formal permitting process.

Community FAQ – Proposed Wireless Facility

What is being proposed?

A new wireless communications facility (cell tower) designed to improve mobile phone coverage and network reliability in the surrounding area.

Where would the facility be located?

The proposed site is near Center Street and North 600 East, at a location currently used for public works-related purposes. The land use would remain similar to what exists today.

What would the tower look like?

The tower would be a 65-foot painted monopole, designed to blend with the surrounding environment.

How much space would the facility use?

The tower would be located within a 50-foot by 50-foot fenced area with a locked gate.

Would the site be staffed or create traffic?

No. The facility would be unmanned and accessed only occasionally for routine maintenance, typically a few times per year.

Will there be noise, lights, or emissions?

- The facility does not generate ongoing noise.
- No permanent lighting is proposed.
- All wireless equipment must comply with FCC regulations regarding radio frequency (RF) emissions.
-

Why is this facility needed?

The tower would help address coverage gaps, improve call reliability, and support increasing demand from residential and commercial growth in the area.

LANDLORD:

HEBER CITY CORPORATION
 75 N MAIN ST
 HEBER CITY, UT 84032
 Landlord E-mail: tkohler@heberut.gov
 Landlord Phone #: 435-657-7900

TENANT:

Atlas Tower 1, LLC
 2500 30th Street, Suite 304
 Boulder, CO 80301

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made upon the date of the last signee by and between, Heber City Corporation, a Utah municipality (the “**Landlord**”), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the “**Tenant**”), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301.

WHEREAS, the Landlord owns certain real property that is designated as parcel number 00-0020-2672 that is more particularly described or depicted in attached **Exhibit 1** (the “**Property**”); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the “**Premises**”).

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) together with unrestricted access for Tenant’s uses from the nearest public right-of-way along the Property to the Premises as depicted on the attached **Exhibit 2** (collectively, the “**Premises**”). The exact location of the Premises shall be determined by the Landlord, provided that the Premises is located within the red shaded area shown on the attached Exhibit 2 or in a location that is otherwise acceptable to Tenant.
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the “**Testing Period**”), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant acknowledges that Landlord may have underground facilities within the Premises, and Tenant shall coordinate with Landlord prior to any drilling or boring to determine the exact location of underground facilities. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant (“**Premises**”), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twelve (12) months, commencing on the date of full execution of this Lease.

Tenant will be allowed to conduct all testing activities that do not entail digging into the ground on the entirety of the premises.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant must notify Landlord in writing of the commencement of the Initial Term prior to any construction activity.
- (d) Notwithstanding the foregoing, the City shall have the right to terminate this Agreement at any time prior to all Government Approvals if City determines, in City’s sole discretion, that the design and engineering is not compatible with the Property or the City’s current or future uses of the Property.

2. TERM.

- (a) This Lease shall commence (the “**Commencement Date**”) upon Tenant sending a written Request for Commencement of Lease (the “**Lease Commencement Request**”) to Landlord and Landlord acknowledging in writing acceptance and approval of the Lease Commencement Request, which acceptance and approval may be withheld by Landlord for any reason. If the Lease Commencement Request is not received by Landlord prior to December 31, 2026, this Lease shall terminate. Unless extended or sooner terminated as herein provided, the term shall be for a period of 240 Months following the Commencement Date (“**Initial Term**”). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant’s accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Two 5-year Extensions each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

- 3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Eight Hundred Dollars (\$800.00) and a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (“Rent”) for the initial national broadband mobile network carrier to install equipment on the Communications Facility (“Anchor Tenant”), at the address set forth above on or before the fifth (5th) day of each calendar months in advance. Tenant shall also pay to Landlord Five Hundred Dollars (\$500.00) (“Additional Rent”) for each additional national broadband mobile network carrier to install equipment on the Communications Facility (“Additional Tenants”), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion. On every year anniversary from Commencement Date the Rent and Additional Rent shall increase by two percent (2 %) on every year anniversary from the Commencement Date.

Anchor Tenant: \$800.00/month
 Anchor Tenant plus one Additional Tenant: \$800.00 plus \$500.00/ month
 Anchor Tenant plus two Additional Tenants: \$800.00 plus \$1,000.00/month
 Anchor Tenant plus three Additional Tenants: \$800.00 plus \$1,500.00/month

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sub lessees (“**Communications Facility**”). Tenant acknowledges that Landlord is a governmental entity and not subject to property taxes, but privilege taxes or other taxes may be applicable due to Tenant’s use of the property, including, but not limited to, taxes under Utah Code Ann. § 59-4-101. Tenant agrees to pay all taxes, fees or other assessment due and owing

as a result of Tenant's use of the Premises. If the Property is transferred to a non-governmental entity, Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

(b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices received by Landlord relating to the Communications Facility within 30 days of receipt by Landlord.

5. USE.

(a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using a site-specific design, approved by the City, including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, equipment buildings and related equipment specific to the City approved cell tower. Upon written approval by the City, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Within the specific defined location upon the Premises, Tenant shall have the right to install communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may encroach upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Upon written approval from the City's Public Works Department, Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment associated with the Tower, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord, provided that Tenant shall remove all equipment and facilities on the Property prior to the effective date of the termination, and Tenant shall pay one-time termination fee of ten thousand dollars (\$10,000) to Landlord.

6. PERMITS AND APPROVALS. Tenant acknowledges that Landlord is a Utah municipal with zoning and land use jurisdiction over the Property. Nothing in this Agreement shall be construed to waive any requirement for Tenant to obtain land use approval, exempt Tenant from any zoning, permit or land use requirements or regulations of Heber City, or provide any approval of Heber City to construct any improvements on the Premises. In no event shall Heber City's denial of any permit or application be construed as a breach of this Agreement or create any liability under the terms of this Agreement.

7. **ACCESS AND UTILITIES.** To the extent that it is legal, and that Landlord has the right to allow the same, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and, to the extent that it is legal, and that Landlord has the right to allow the same, underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.
8. **EQUIPMENT AND FIXTURES.** All improvements, equipment or other property attached to or otherwise brought onto the Premises by Tenant shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, no-trespassing signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Tenant shall not construct or install any fencing around the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Any approved fencing shall provide Landlord with reasonable access through the fencing and shall not unreasonably interfere with Landlord's well(s) or other facilities.. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within sixty days (60) after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises, placed there by Tenant or its customers after taking tenancy of the property, and only such personal property and items belonging to Tenant or its customers. Any pre-existing personal property on the premises shall remain on the property as personal property of the Landlord. Tenant shall only be allowed to erect / install signs that are required by Federal, State, or Local law.
9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord, so long as said person or entity has financial assets equal to or greater than Tenant, and said person or entity has the resources and experience to successfully run a Wireless Telecommunication Facility. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.
10. **WARRANTIES AND REPRESENTATIONS.**
- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make

any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (d) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid easements. Tenant shall be responsible to pay the cost to install any utilities to service the Premises.
- (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided.
- (f) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (g) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.

11. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee, or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term, set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions, unless otherwise agreed to in writing by the City and Tenant.

12. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys'

and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

- 13. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
- 14. INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any of the Property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
- 15. ASSIGNMENT OF RENTAL PROCEEDS.** The City shall not sell the rental stream of this Agreement separate from the entirety of the Property, without written consent from Tenant.
- 16. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises") and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.
- 17. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
- 18. CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
- 19. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

- 20. ATTORNEY’S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney’s fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney’s fees and disbursements shall be included in and as a part of such judgment.
- 21. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 22. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:
 HEBER CITY c/o City Recorder
 75 N MAIN ST
 HEBER CITY, UT 84032

TENANT:
 Atlas Tower 1, LLC
 2500 30th Street, Suite 304
 Boulder, CO 80301

23. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party’s rights hereunder, shall not waive such rights.

This Agreement and performance hereunder shall be deemed to have been made in, shall be governed by, and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the provisions of this Agreement shall be solely in the Fourth Judicial District Court in and for Wasatch County, Utah. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

- (e) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (f) A short-form memorandum of this Lease may be recorded at Landlord or Tenant’s option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (g) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant’s bookkeeping and tax accounting purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
 SIGNATURES BEGIN ON NEXT PAGE]**

Tower Name: Heber Hill – HEBER CITY

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

Landlord: HEBER CITY CORPORATION

Signed by:
 Sign: Trina Cooke
CB019A1A3164422...
 Name: Trina Cooke
 Title: City Manager
 Date: 3/2/2026

Tenant: ATLAS TOWER 1, LLC:

DocuSigned by:
 Sign: Helmundt Strumpher
5C579E2FA4AD44B...
 Name: Helmundt Strumpher
 Title: COO
 Date: 2/18/2026

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 00-0020-2672 and an assessor legal description of BEGINNING AT A POINT WEST 2072.41 FEET FROM THE NE CORNER OF SEC 5 T4S R5E SLM: S90-0-0W 18.02; S0-0-35W 450.51; N90-0-0E 104.77; N0-0-0E 127.16; N88-40-25W 70.46; N62-27-52W 20.12; N0-0-0E 312.36 TO THE BEGINNING. AREA: 0.427 ACRES +/-

EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description provided by Tenant when available. The Premises may be located anywhere within the red outlined space depicted below



EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Return to:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease (“Lease”) by and between, Heber City Corporation, a Utah municipality (the “Landlord”), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the “Tenant”), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, which Lease commenced on _____ (the “Commencement Date”), for certain real property (the “Premises”), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for a term of 240 months. A copy of the Lease may be obtained by contacting the Heber City Recorder at the address above.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco, Mayor

State of Utah

County of Wasatch

On this _____ day of _____, 20____, before me personally appeared to me _____
_____ known (or proved to me on the basis of satisfactory evidence) to be the
person(s) described in and who executed the foregoing instrument and acknowledged that they executed
the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires:

TENANT:

ATLAS TOWER 1, LLC

Signature: _____

Printed Name: _____

Title: _____

State of Colorado

County of Boulder

On this _____ day of _____, 20__, before me personally appeared _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 00-0020-2672 and an assessor legal description of BEGINNING AT A POINT WEST 2072.41 FEET FROM THE NE CORNER OF SEC 5 T4S R5E SLM: S90-0-0W 18.02; S0-0-35W 450.51; N90-0-0E 104.77; N0-0-0E 127.16; N88-40-25W 70.46; N62-27-52W 20.12; N0-0-0E 312.36 TO THE BEGINNING. AREA: 0.427 ACRES +/-

EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the red outlined space depicted below:



NAME 1	ADDRESS 1	CITY	STATE	ZIP
Perri N. Winn	563 E. Center St.	Heber City	UT	84032-1912
Jamie Smith	581 E. Center St.	Heber City	UT	84032-1912
Brian M. Allen	597 E. Center St.	Heber City	UT	84032-1912
Michael & Elizabeth Radmal	17 N. 600 E.	Heber City	UT	84032-1905
Shane Dave Webb Tr.	876 Hicken Ct.	Heber City	UT	84032-3904
Alejandro Miranda Martinez	20 N. 600 E.	Heber City	UT	84032-1906
John L. & Barbara J. Sweat	635 E. Center St.	Heber City	UT	84032-1951
Kimberly S. Smith	637 E. Center St.	Heber City	UT	84032-1951
Wasatch County	25 N. Main St.	Heber City	UT	84032-1827
Heber Valley Real Estate I	361 N. 200 W.	Heber City	UT	84032-1405
Erick R. Christensen	549 E. 200 S.	Heber City	UT	84032-2150
Russ & Cathy Witt Family I	1245 Southfield Rd	Heber City	UT	84032-3711
Mitchell E. Butler	579 E. 200 S.	Heber City	UT	84032-2150
Tanya Rae Elander Tr.	593 E. 200 S.	Heber City	UT	84032-2150
Jared S. Jones	619 E. 200 S.	Heber City	UT	84032-2142
Colby Livingston Tr.	643 E. 200 S.	Heber City	UT	84032-2142
Brian D. Green	665 E. 200 S.	Heber City	UT	84032-2142
Travis Visentin Tr.	685 E. 200 S.	Heber City	UT	84032-2142
Ronald B. Carlile	556 E. 200 S.	Heber City	UT	84032-2105
Marshall Harkless Dean	586 E. 200 S.	Heber City	UT	84032-2150
Mildret Casiano Molina	215 S. 600 E.	Heber City	UT	84032-2144
Anthony M. Aguallo Sr.	634 E. 200 S.	Heber City	UT	84032-2142
Michael Swafford	656 E. 200 S.	Heber City	UT	84032-2142
Bethany Jones Rice	676 E. 120 S.	Heber City	UT	84032-5115
Ryan B. Pratt	652 E. 120 S.	Heber City	UT	84032-5115
Trisha Welsby	634 E. 120 S.	Heber City	UT	84032-5115
Gabe J. Gubler	631 E. 120 S.	Heber City	UT	84032-5115
Isaac Whitehorn	635 E. 120 S.	Heber City	UT	84032-5115
Raymond Kent Turley	655 E. 120 S.	Heber City	UT	84032-5115
Kimberly Jensen	1521 S. Red Filly	Heber City	UT	84032-1794
Joshua Steffen Tr.	984 E. 600 S.	Heber City	UT	84032-4469
Carrie R. Diggs	654 E. Center St.	Heber City	UT	84032-1950
Dean Davis	628 E. Center St.	Heber City	UT	84032-1950
David G. Richards	590 N. Mill Rd.	Heber City	UT	84032-3069

04.02.2026



Brian M. Allen

597 E. Center St.

Heber City UT 84032-1912

Re: Public Hearing

This is to notify you of a Public Hearing to consider a proposed Zone Change to Heber City's Hospital Well property, located in the vicinity of 600 East Center. The proposed Zone Change would rezone the approximately 1.5-acre site from the current R-1 Residential Zone and R-3 Residential Zone to the Institutional and Public Facilities (IPFZ) Zone.

Information about the existing and proposed zones can be found online at:

- heberut.gov then click
- Departments
- Community Development
- Planning Division
- Municipal Code for (Title 18) Zoning
- Chapter 18.26 Institutional and Public Facilities Zone (IPFZ) and
- Chapter 18.52 Residential Zones

Chapters 18.26 and 18.52 provide details on permitted uses and development standards applicable within each residential zone.

For additional information on the proposed Zone Change, visit Heber City's Agendas & Minutes website, located at:

- heberut.gov then click
- Agendas and Minutes
- Planning Commission date of April 14, 2026, to view Staff Report and attachments.

- 1) This notification is being provided to you as an owner of real property in the vicinity of 600 East Center.
- 2) Said Public Hearing will be held on **Tuesday, March 14, 2026, at 6:00 p.m.** in the Heber City Municipal Building at 75 North Main upstairs in the Council Chambers and via GoToMeeting portal (information enclosed).

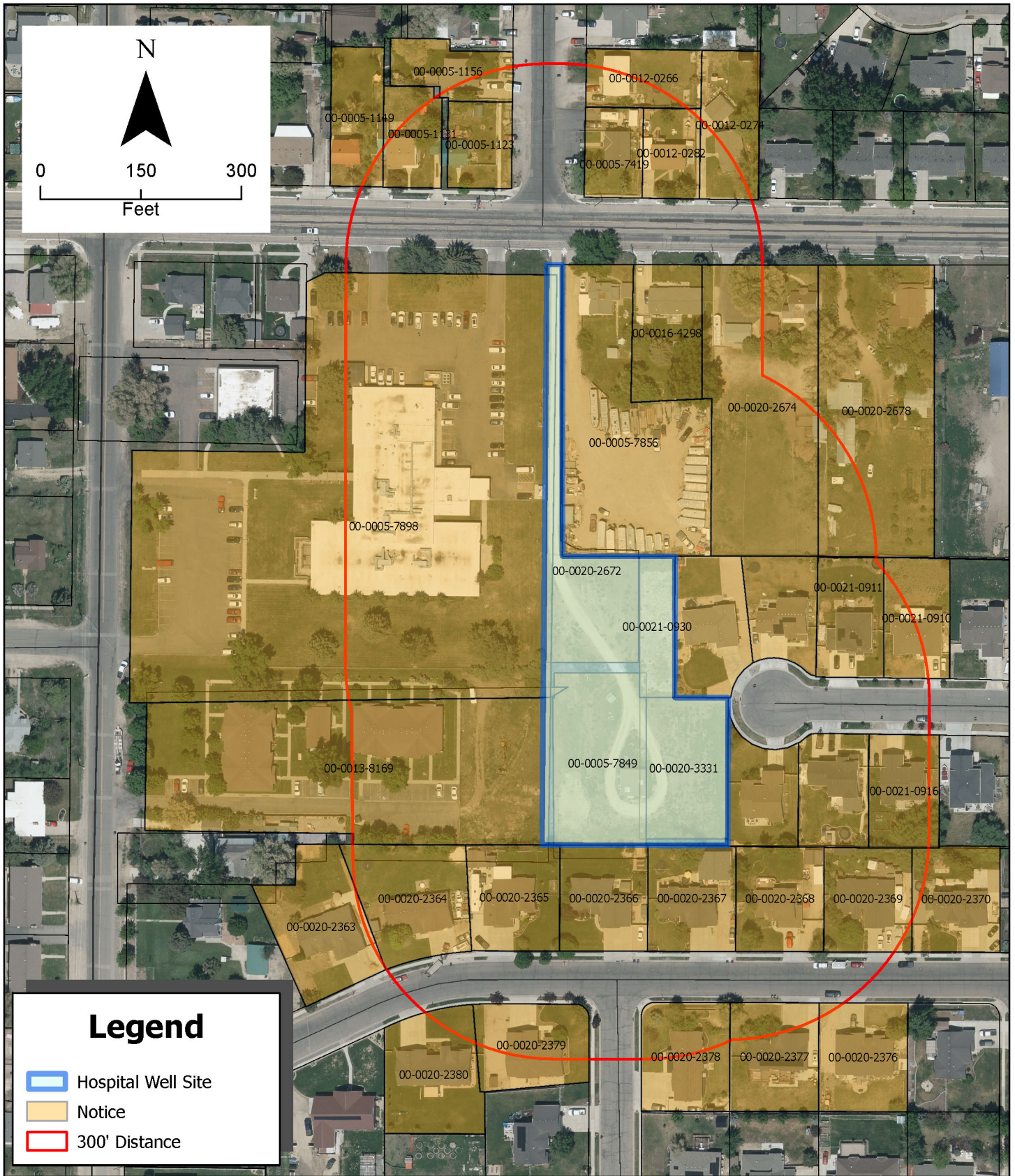
- 3) All those interested are invited to attend this Public Meeting. Any questions or concerns about the proposed Zone Change can be addressed to Tony Kohler @ tkohler@heberut.gov, or call the Heber City Planning and Zoning Office at (435) 654-4830.
- 4) Please see the project map and Public Hearing instructions enclosed.

Sincerely,

Heber City Corporation

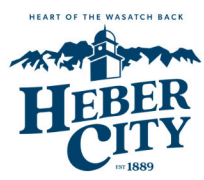
Meshelle Kujanen

Planning Department Administration



Legend

- Hospital Well Site
- Notice
- 300' Distance

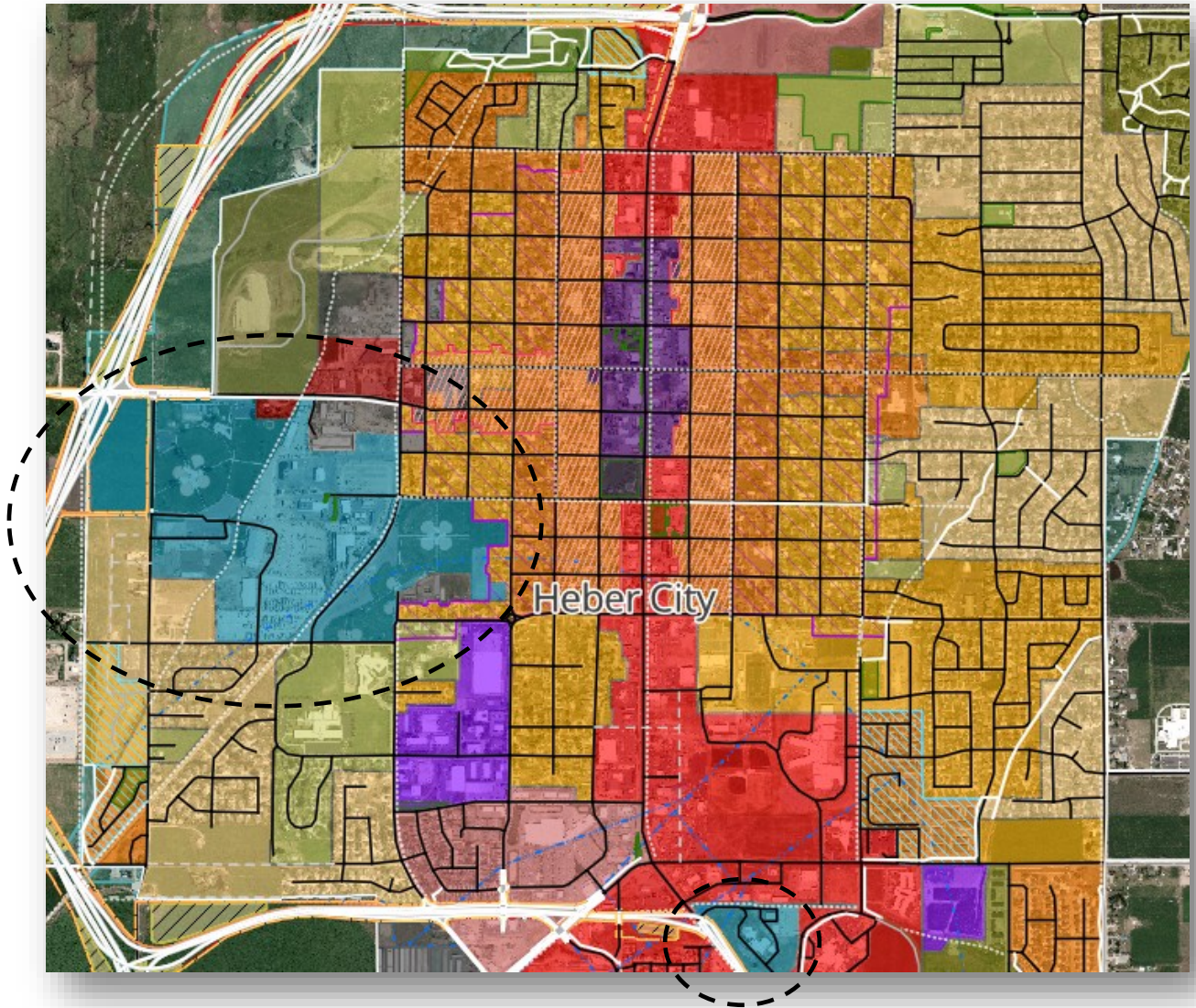


DISCLAIMER: The lines drawn on this map are for reference use only. Heber City makes no warranty or guarantees as to the accuracy, reliability, or usefulness of the information found on this map. Heber City assumes no liability for direct, indirect, special, or consequential damage resulting from the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

Hospital Well Zone Change Public Notice

Heber City, Utah
 Revision Date: April 2, 2026

IPFZ Zone, Heber City Zone Map



18.26 Institutional And Public Facilities Zone (IPFZ)

18.26.010 Objectives - Characteristics

18.26.020 Permitted Primary Uses

18.26.025 Permitted Secondary Uses

18.26.030 Area Requirements

18.26.040 Setback Requirements

18.26.050 Height And Size Requirements

18.26.060 Special Provisions

18.26.065 Compatibility With Residential Zones

18.26.010 Objectives - Characteristics

- A. The Institutional and Public Facilities (IPF) zone has been established for the primary purpose of providing a location where public and community buildings and facilities can be located and promotes the current and future use of such facilities.
- B. This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City, and to reduce the effect which the location of these facilities may have upon zoning statistics in residential, commercial, or industrial areas.
- C. This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
- D. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the IPF zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.020 Permitted Primary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section:

- A. Accessory buildings and parking lots incidental and accessory to other permitted uses;
- B. Cemetery;
- C. Museums, art galleries;
- D. Hotels and convention centers;
- E. The raising of farm animals, agriculture and farming;
- F. Storm water and flood protection facilities;
- G. Sporting complexes, training facilities and associated housing;
- H. Performing art center;
- I. Private and public schools;
- J. Solar and wind farms;

- K. Telecommunication facilities;
- L. Wildlife areas;
- M. Churches;
- N. Fairgrounds;
- O. Event Centers;
- P. Hospitals;
- Q. Public Parks;
- R. Public buildings;
- S. Public utility buildings, storage yards and associated structures (not including commercial storage sheds or outdoor commercial storage areas);
- T. Recreation buildings and facilities;
- U. Schools, Colleges, Universities;
- V. Scenic railroads and railroad maintenance yards;
- W. Water wells, utility transmission and distribution lines, dams, pumping plants, power plants, substations, sewage treatment plants.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.025 Permitted Secondary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section. Secondary uses must accompany a primary use on the same lot or within the same building. The existence of secondary uses shall not limit the operation or extent of permitted primary uses within the IPF Zone.

- A. Nursery, day care, or preschools in support of a primary activity.
- B. Public Facilities for Special Events. Public Facilities for Special Events is defined as follows: A parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.
- C. Recreational Vehicle Courts compliant with Chapter 18.96

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.030 Area Requirements

- A. There is no minimum lot area requirement and no maximum building size in the IPF Zone.
- B. Each project approved under this section must be fully located within the IPF Zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.040 Setback Requirements

In the IPF Zone, all buildings shall be set back at fifteen (15) feet from any public street right-of-way line. In the event of competing set back requirements as a result of building code restrictions, the most restrictive shall govern.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.050 Height And Size Requirements

All buildings in the IPF Zone shall be limited in height to forty-five (45) feet. Height may exceed this limit, provided the building is setback from each property line one horizontal foot for each vertical foot in height.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.060 Special Provisions

- A. A 10 foot wide landscaping strip shall be provided along each street right of way, which shall be planted with a mixture of evergreen and deciduous trees, spaced on average no further than one tree for each twenty-five (25) feet of street frontage.
- B. Sidewalk shall be installed according to City standards along the property's street frontage.
- C. RV Parks shall be screened from existing residential development with a masonry fence 8 feet tall.
- D. All outdoor lighting shall be shielded to direct light and glare only onto the premises and shall be consistent with Chapter 18.78 Lighting.
- E. The storage of goods and materials within 50 feet of a public street shall occur within a building or behind an eight foot tall sight obscuring fence.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.065 Compatibility With Residential Zones

18.52 Residential Zones

18.52.010 Purpose And Objectives

18.52.020 Application Requirements

18.52.030 Permitted And Conditional Uses

18.52.040 Area, Width, Height, And Setback Requirements

18.52.050 Additional Regulations For Flag Lots

18.52.060 Affordable Housing

18.52.070 Related Provisions

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.010 Purpose And Objectives

A. The objective in establishing the R-1 residential zone is to encourage the creation and maintenance of residential areas within the city which are characterized by large lots on which single-family dwellings are situated, surrounded by well-kept lawns, trees and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions.

B. The objective in establishing the R-2 residential zone is to provide a residential environment within the city which is characterized by smaller lots and somewhat denser residential environment than is characteristic of the R-1 residential zone. Nevertheless, this zone is characterized by spacious yards and other residential amenities adequate to maintain desirable residential conditions.

C. The objective in establishing the R-3 residential zone is to provide appropriate locations within the city for high density residential development. In general, this zone is located in the central part of the city, adjacent to commercial areas where the impact of vehicular travel and parking is consonant with adjacent use of land, and where multiple dwellings can best be supplied with necessary public facilities. This zone is characterized by more compact development and somewhat higher volumes of traffic than is characteristic of the R-1 and R-2 zones.

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.020 Application Requirements

All permitted and conditional uses are required to submit a site plan as part of an application that is available online and at the City offices.

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.030 Permitted And Conditional Uses

In order to accomplish the objectives and purposes of this chapter, the following regulations shall apply to the residential zones:

A. Table of Land Use Regulations.

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards.

C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required. Blank means prohibited

B. If a use is not specifically designated below, then it is prohibited.

C. All uses listed in the use table and that require a building permit shall also require a site plan application.

LAND USE	R-1	R-2	R-3	LIMITATIONS
Agriculture	P	P	P	
The keeping of grazing animals	P	P	P	As regulated by Section 18.68.135
Single family detached dwellings and on-site resident accessory structures	P	P	P	Structures include: garages and carports, greenhouses, swimming pools, pergolas/arbors, and fences, walls and hedges as regulated by Section 18.68.120. Rentals for less than 30 days are prohibited.
Customary household pets	P	P	P	As regulated by Section 6.18.140 for dogs, but shall not include the breeding of dogs and cats for sale.
Home Occupations	P	P	P	As regulated by Section 18.68.609
Accessory Dwelling Units	P	P	P	As regulated by Section 18.68.611
Bed & Breakfasts Inns	P	P	P	As regulated by Section 18.68.610
Group Homes protected under Federal Fair Housing Act	P	P	P	

Temporary buildings and yards for the storage of construction materials and equipment incidental that are accessory to construction of uses otherwise permitted in the zone.	P	P	P	A permit shall be valid for not more than one year and shall not be renewable for more than two successive periods of time at the same location
In-Home Daycare/Pre-School, nursery	P	P	P	As regulated by Section 18.86
Public schools, private school, public libraries, public parks, playgrounds, recreation buildings and religious institutions	P	P	P	Private school as regulated by Section 18.68.230. Temporary revival tents or buildings not allowed
Signs	P	P	P	As regulated by Section 18.104
Flag lots		P	P	See section 18.52.050
Boardinghouses and rooming houses			C	As regulated by Section 18.108.034
Clinics and hospitals			C	As regulated by Section 18.108

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.040 Area, Width, Height, And Setback Requirements

Height to be measured as per Supplementary Regulations Chapter, 18.68

LOT STANDARDS TABLE

ZONE	MIN. LOT AREA	WIDTH & DEPTH	SETBACKS	ACCESSORY BUILDING	HEIGHT
------	---------------	---------------	----------	--------------------	--------

R-1	10,000 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-2	8,000 square feet*	80'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 14' total with no side less than 6'/20' side setback for a corner lot Rear: 25'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'
R-3	6,500 square feet*	100'	Front: 30' from ROW, except that alfresco porches may encroach 10' into the setback Side: 10' total with no side less than 4'/ 20' for a corner lot Rear: 20'/ 20' for corner lots From other main buildings: 12'	As regulated by Section 18.68.060	40' max. main bldg. Min 12'

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

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.050 Additional Regulations For Flag Lots

Flag lots are allowed with the following minimum requirements:

- A. The area of the flag portion of the lot shall be at least 25% greater than the minimum size of the lot in the zone.
- B. The stem shall be no less than 20' wide and no longer than 150' deep. The stem shall include a minimum of 4' for drainage and snow storage on one side as well as an expanded area near the street with a minimum dimension of 4' by 6' for a mailbox and weekly garbage service.
- C. The rear yard of the existing, pre-subdivision lot shall be extended by ten feet, but shall meet all minimums of the zone.
- D. Setbacks for the new building (s) shall be increased by ten feet for all front, side, and rear yards
- E. Building height shall be limited to 35'.

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.060 Affordable Housing

Chapter 18.102 states that all residential developments with over 10 units shall provide 10% of their proposed development as affordable housing. Given the bonus density incentives allowed for in that chapter, the minimum lot width, lot area, and open space required within a development may be reduced in an existing R-1, R-2, R-3 zone by a proportionate amount to accommodate bonus density units with a voluntary written agreement by the applicant. In addition, the housing types allowed may be modified to accommodate other affordable housing choices, through a development agreement.

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.52.070 Related Provisions

- Administration
- Definitions
- Conditional Use Permits
- Off Street Parking and Loading
- Sign Regulations
- Lighting
- Enforcement
- Subdivisions
- Affordable Housing

HISTORY

Amended by Ord. [2022-18](#) on 7/5/2022

18.110 Telecommunication Facilities

[18.110.010 Purpose](#)

[18.110.020 Findings](#)

[18.110.030 Definitions](#)

[18.110.040 Applicability](#)

[18.110.050 Application Requirements](#)

[18.110.060 Approval Process](#)

[18.110.070 Location](#)

[18.110.080 Uses](#)

[18.110.090 Co-Location](#)

[18.110.100 Lease Agreement](#)

[18.110.110 Development Standards](#)

[18.110.120 Additional Regulation For Monopoles And Towers](#)

[18.110.130 Area Limitations For Wall And Roof Mounted Antennas](#)

[18.110.140 Safety](#)

[18.110.150 Site Requirements](#)

[18.110.160 Site Disturbance](#)

[18.110.170 Signs](#)

[18.110.180 Subdivision And Condominium Covenants](#)

[18.110.190 Related Provisions](#)

HISTORY

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.010 Purpose

The purposes of this ordinance are:

- A. To regulate wireless services antennas and related electronic equipment and structures.
- B. To provide for the orderly establishment of wireless services facilities in the City.
- C. To minimize the number of antenna support structures by encouraging the use of stealth facilities, by encouraging the co-location of multiple antennas on a single structure, by encouraging the location of antennas on pre-existing support structures, and by encouraging the use of City and Government-owned property for antenna support structures.
- D. To establish siting, appearance, and safety standards that will help mitigate potential impacts related to the construction, use and maintenance of wireless services facilities.
- E. To comply with the Telecommunications Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and (3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.020 Findings

The City Council makes the following findings:

- A. Wireless services devices are an integral part of the rapidly growing and evolving telecommunications

industry and present unique zoning challenges and concerns for the City.

B. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, aesthetics, and orderly planning of the community.

C. The City has experienced an increased demand for wireless services facilities to be located in the City and expects the increased demand to continue into the future.

D. It is in the best interests of the City to have quality wireless services available, which necessarily entails the erection of wireless services facilities in the City.

E. The unnecessary proliferation of wireless services facilities throughout the City creates a negative visual impact on the community.

F. The visual effects of wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.

G. The City and other government entities own parcels of property spread throughout the City where wireless services facilities can be located so as to be as inoffensive as possible to the residents and businesses of the City.

H. Spacing wireless services facilities evenly throughout the city reduces the negative impact created by the proliferation of telecommunication towers.

I. Because of the height and appearance of some wireless services facilities, surrounding properties bear a disproportionate share of the negative impacts of a telecommunications tower.

J. A private property owner who leases space for a wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.

K. Encouraging wireless services facilities to be located on City and Government property, with lease payments paid to the City or other Governments instead of an individual property owner, indirectly compensates all citizens of the community for the adverse impacts of the facilities and is therefore the fairest method of distributing burden and benefit.

L. Locating antennas on existing buildings and structures, or constructing an antenna as a stealth facility, creates less of a negative visual impact on the community than the erection of lattice or guy towers.

M. Buildings and structures on public property are capable of being used to provide support for antenna arrays, thus reducing the proliferation of towers in all areas of the City.

N. The public policy objectives to reduce the proliferation of telecommunication towers and to mitigate their impact can best be facilitated by encouraging the use of less visually intrusive antennas and permitting the locating of wireless communication systems on telecommunication towers and antenna support structures that are located on property owned, leased, or used by the City or other Governments.

O. The requirements set forth in this ordinance for the placement of wireless services facilities on property owned, leased or used by the City or other Governments are necessary to protect the health, safety and general welfare of the community.

P. The Utah Code grants cities the authority to create or acquire sites to accommodate the erection of telecommunication towers in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City or other Governments the fair market rental value for the use of any City or other Government-owned site.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.030 Definitions

A. ANTENNA. A device that transmits and/or receives telecommunications and/or radio signals for telecommunications and communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.

B. ANTENNA SUPPORT STRUCTURES. Any structure that can be used for the purpose of supporting an antenna(s).

C. ANTENNA, DRIVE TEST. A temporary antenna which is used for field testing of telecommunications signals and possible locations but does not provide telecommunications to customers.

D. ANTENNA, ENCLOSED. An antenna or series of individual antennas entirely enclosed inside a structure including but not limited to a cupola or wall of a building or chimney.

E. ANTENNA, FREESTANDING. An antenna mounted on or within a stand-alone support structure including but not limited to a wooden pole, steel pole, lattice tower, utility pole, lift tower, light standard, flag pole or other vertical support.

F. ANTENNA, ROOF MOUNTED. An antenna or series of individual antennas mounted on a roof of a building.

G. ANTENNA, TEMPORARY. An antenna used for a time period of less than thirty (30) days.

H. ANTENNA, WALL MOUNTED. An antenna or series of individual antennas mounted fully against the exterior face of a building including on the face of a chimney or penthouse. A wall or face of a building is defined as the entire area of all exposed vertical surfaces of a building that are above ground and facing approximately the same direction.

I. APPLICABLE CODES: The International Building Code, the International Fire Code, the National Electrical Code, the International Plumbing Code, and the International Mechanical Code, as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.

J. APPLICABLE STANDARDS: The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

K. APPLICANT: A wireless provider or their authorized agent who submits an application.

L. APPLICATION: A request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify or replace a utility pole or a wireless support structure.

M. CITY. The City of Heber, Utah.

N. CITY-OWNED PROPERTY. Real property that is owned, leased or controlled by the City.

O. CO-LOCATION. The location of telecommunication facility on an existing structure, tower or building in a manner that precludes the need for that telecommunications facility to be located on a free-standing structure of its own.

P. DIRECTOR. The Planning Director or designee.

Q. ELIGIBLE SUPPORT STRUCTURE: Any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant

application is filed with the City.

R. EQUIPMENT SHELTER. A cabinet or building used to house equipment for telecommunications facilities.

S. GOVERNMENT-OWNED PROPERTY. Real property that is owned, leased or controlled by an agency of State, Federal, or Local government other than Heber City.

T. LATTICE TOWER. A self-supporting three or four-sided, open steel frame structure used to support telecommunications equipment.

U. MONOPOLE. A single, self-supporting, cylindrical pole constructed without guy wires or ground anchors, that acts as the support structure for antennas.

V. MONOPOLE ANTENNA WITH PLATFORM. A monopole with antennas and antenna support structure exceeding two feet (2') in width, but not exceeding fifteen feet (15') in width or eight feet (8') in height.

W. MONOPOLE ANTENNA WITH NO PLATFORM. A monopole with antennas and antenna support structure not exceeding two feet (2') in width or ten feet (10') in height.

X. PERMIT. Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.

Y. PERMITTED. An application that is permitted pursuant through the standard building permit process.

Z. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless telecommunications services, and common carrier wireless telecommunications exchange access services.

AA. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.

BB. Personal Wireless Services Facilities. Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures, supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.

CC. RIGHT-OF-WAY. Refers to any area within, on, below, or above a public road, highway, street or alley, and may include sidewalks, park-strips and other areas associated with them and controlled by the City.

DD. STEALTH TELECOMMUNICATIONS FACILITY. A telecommunications facility which is disguised as another object or otherwise concealed from public view.

EE. TELECOMMUNICATIONS. The transmission between or among points specified by a user of information of the user's choosing without change in the form or content of the information as sent or received.

FF. TELECOMMUNICATIONS FACILITY. A Telecommunications Facility consists of antenna, equipment shelters and related structures used for transmitting and/or receiving telecommunications and/or radio signals.

GG. TOWER. A free-standing structure, such as a monopole tower, lattice tower, or guy tower, that is used as a support structure for antenna(s).

HH. WHIP ANTENNA. An antenna that is cylindrical in shape. Whip antennas can be directional or omni directional and vary in size depending on the frequency and gain for which they are designed.

II. TECHNICAL NECESSITY. A particular design, placement, construction, or location of a telecommunications facility that is technically necessary for telecommunications consistent with the Federal Telecommunications Act of 1996, as amended.

JJ. UTILITY METERING INFRASTRUCTURE. Towers and other infrastructure owned or operated by public entities that provide public utilities.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.040 Applicability

This ordinance applies to both commercial and private low power radio services and facilities, such as “cellular” or PCS (personal communications system) communications and paging systems, and to wireless Internet service providers. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies:

- A. Amateur Radio. Any antenna owned and operated by an amateur radio operator licensed by the Federal Communications Commission.
- B. Satellite/television antenna. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service.
- C. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.050 Application Requirements

Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. The City shall not consider the application until all required information has been included. A complete application shall include all elements of the proposed telecommunications facility and shall produce all information required by the telecommunications facility application. Applicants shall provide the following submittal requirements.

- A. Fee. As adopted by the Heber City Consolidated Fee Schedule.
- B. Site Plan. A site plan meeting the City’s standard requirements for site plans.
- C. Written Information.
 - 1. Environment. A full description of the environment surrounding the proposed facility, including a description of adjacent uses, any adjacent residential structures, and any structures and sites of historic significance.
 - 2. Maintenance. A description of the anticipated maintenance needs for the facility, including

frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.

3. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.

4. Location. A map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area fits into the service network.

a. An Applicant proposing to erect a new telecommunications facility shall provide documentary evidence that a legitimate attempt has been made to locate the new telecommunications facility on City or Government owned properties, existing buildings or structures or co-location. Such evidence shall include a radio frequency engineering analysis of the potential suitability of existing buildings or structures or co-location sites in the radio frequency coverage area for the proposed telecommunications facility. Efforts to secure such locations shall be documented through correspondence between the applicant and the property owner(s) of the existing buildings, structures or co-location sites.

b. Applicants proposing to construct new telecommunications facilities shall document the locations of all of the applicant's existing telecommunications facilities that provide telecommunications within the City, as well as any changes proposed within the following twelve (12) month period, including plans to discontinue or replace such existing telecommunications facilities. Applicants shall provide competent testimony from a radio qualified professional regarding the suitability of potential telecommunications facility locations in relation to the applicant's existing telecommunications facilities.

c. Each application shall include a site location alternative analysis describing the location of other sites considered for the proposed telecommunications facility, the availability of those sites, the extent to which other sites do or do not meet the applicant's telecommunications needs and the reason the subject site was chosen for the proposed telecommunications facility. The analysis shall address the following issues:

- 1) How the proposed location and telecommunications facility relate to the object of providing full telecommunications services within the City area;
- 2) How the proposed telecommunications facilities relates to the location of the applicant's existing telecommunications facilities that provide telecommunications within and near the City;
- 3) How the proposed telecommunications facility relates to the applicant's anticipated need for additional telecommunications facilities that provide telecommunications within and near the City;
- 4) If applicable, how the applicant's plans specifically relate to, and are coordinated with, the needs of all other telecommunications providers within and near the City.

5. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna.

6. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.

7. Visibility Impact. A visual impact study, graphically simulating through models, computer enhanced graphics or similar techniques, the appearance of any proposed telecommunications facility and indicating its view from at least five (5) locations around and within one (1) mile of the proposed telecommunications facility will be most visible.

8. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

9. Additional information requirements for monopoles. If the applicant desires to construct a

monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing buildings or structures.

10. Additional information requirement for facilities not located on highest priority site. If the applicant desires to locate antennas on a site other than the highest priority site (as described in Section 18.110.070), the applicant shall provide the following information to the approving authority:

- a. Higher priority sites. The identity and location of any higher priority sites located within the desired service area.
- b. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible.
- c. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.060 Approval Process

All telecommunication facilities shall be reviewed by the Planning Director or designee, pursuant to its standard site plan and building permit approval process. Permitted uses are reviewed and approved but the Planning Director or Designee, Conditional Use Permits are approved by the Planning Commission as regulated in Chapter 18.70. It shall be unlawful to install any telecommunication facility without first having a permit from the Planning and Building Departments of the City.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.070 Location

A. Priority of antenna site locations. Personal wireless services antennas shall be located as unobtrusively as is reasonably possible. To accomplish this goal, the provider shall make a good faith effort to locate antennas on sites in the following order of priority:

1. Structures located on City-owned property. Existing buildings, structures and antenna support structures located on City-owned property.
2. Structures located on Government-owned property. Existing buildings, structures and antenna support structures located on Government-owned property.
3. Monopoles located on City or Government-owned property.
4. Existing Structures. Lawfully existing buildings, structures and antenna support structures on private property, provided that the buildings, structures or support structures are either: (1) located in a non-residential zone, or (2) located in a residential zone on property that is being used for non-residential uses (e.g. government, school or church).
5. Monopoles on Non-residential Private Property. Monopoles constructed on private property, provided that the private property is (1) located in a non-residential and non-C-3 commercial zone, or (2) located in a residential zone on property that is used for a non-residential use (e.g. government, school or church).
6. Other. Sites other than those listed above.

B. Burden of Proof. The applicant shall attempt to locate its antennas on sites in the order of priority set forth above. If the applicant desires to locate antennas on a site other than the highest priority site, the applicant shall have the burden of demonstrating to the approving authority why it could not locate antennas on sites with a higher priority than the site chosen by the applicant. To do so, the applicant shall provide the following information to the approving authority.

1. Higher Priority Sites. The identity and location of any higher priority sites located within the desired service area
2. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible. The applicant must make a good faith effort to locate antennas on a higher priority site. The City may request information from outside sources to justify or rebut the applicant's reasons for rejecting a higher priority site.
3. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.080 Uses

A. Permitted Telecommunication Uses are as outlined in the following tables. Any use not listed is prohibited.

Commercial, Industrial, and Mixed Use Zones Permitted Use Table

P - Permitted, N - Not Permitted (Prohibited), C- Conditional Use

<u>Telecom Uses</u>	<u>C-2</u>	<u>C-3</u>	<u>C-4</u>	<u>MU RC Z</u>	<u>NV OZ</u>	<u>I-1</u>	<u>I-2</u>	<u>B M P</u>	<u>IP F</u>	<u>Limitations</u>
Monopoles	C *	N	C *	C	C	P	P	C	C	Must use stealth when a conditional use. *Not permitted between 500 North and 600 South, and 600 West and 600 East. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	N	
Freestanding - Other	N	N	N	N	N	N	N	N	N	
Roof Mounted	C	C	C	C	C	P	P	P	P	Antenna not to exceed 5' in height when conditional.
Wall Mounted	C	N	C	C	C	P	P	C	C	
Stealth Antenna	C	N	C	C	C	P	P	C	C	

Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

Residential and Agricultural Zones Permitted Use Table

P- Permitted, N- Not Permitted (Prohibited), C- Conditional Use

<u>Telecom Uses</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>P-C</u>	<u>M-CZ</u>	<u>A-2</u>	<u>R-A-1</u>	<u>R-A-2</u>	<u>Limitations</u>
Monopoles	C	C	C	C	C	C	C	C	Must use stealth and be located on government land or private with non-residential uses. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	
Freestanding -Other	N	N	N	N	N	N	N	N	
Roof Mounted	N	N	N	N	N	N	N	N	
Wall Mounted	N	N	N	N	N	N	N	N	
Stealth Antenna	C	C	C	C	C	C	C	C	Must be located on government land or private land with non-residential uses.
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.090 Co-Location

Every new monopole shall be designed and constructed to be of sufficient size and capacity to accommodate at least three wireless telecommunications providers on the structure in the future. In no instance does this requirement override or permit monopoles to be taller than allowed in 18.110.110. Any conditional use permit for a monopole may be conditioned upon the agreement of the applicant to allow co-

location of other personal wireless providers on such terms as are common in the industry. Co-location on a lot may be permitted by the Planning Director or designee, if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The supplied documentation shall evaluate the following factors:

- A. Structural capacity of the antenna towers;
- B. Geographic telecommunications area requirements;
- C. Mechanical or electrical incompatibilities;
- D. Inability or ability to locate equipment on existing antenna towers; and
- E. Any restriction or limitation of the Federal Communication Commission that would preclude the shared use of the antenna tower.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.100 Lease Agreement

Applicants for telecommunication facilities on public facilities shall sign and agree to a development agreement with the public agency addressing items including, but not limited to access and security, maintenance of site and facilities, utility costs, and a fee for use of the public facility. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The lease shall contain the condition that the site plan and/or conditional use permit must first be approved by the designated land use authority before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.110 Development Standards

Standards for Antennas and Antenna Support Structures. Personal wireless services facilities are characterized by the type or location of the antenna structure. There are four general types of antenna structures allowed by this ordinance: wall mounted antennas; roof mounted antennas; monopoles with no platform; and monopoles with a platform. If a particular type of antenna structure is allowed by this ordinance as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

A. Wall Mounted Antennas.

1. Maximum Height. Wall mounted antennas may not extend above the roof line of the building or structure or extend more than twelve (12) inches from the face of the building.
2. Setback. Wall mounted antennas shall not be located within one hundred feet (100') feet of any residence.
3. Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or

mechanical equipment rooms are considered to be wall mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical equipment room.

4. Color. Wall mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and the supporting structure on the building shall be architecturally compatible with the building. Whip antennas are not allowed on a wall mounted antenna structure.

B. Roof Mounted Antennas.

1. Maximum Height. Roof mounted antenna, placed on a flat roof, may extend up to ten (10) feet above the existing structure, provided that the antenna setback from the edge of the roof is a minimum distance equal to or greater than the height of the antenna. Roof mounted antenna, placed on a pitched roof, may extend a maximum of five (5) feet above the existing structure.

2. Setback. Roof mounted antennas shall be located at least five feet (5') from the exterior wall of the building or structure, and at least fifty (50') feet from any residence.

3. Mounting options. Roof mounted antennas may be mounted on top of existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view. The screening structure may not extend more than eight (8') feet above the existing roof line of the penthouse or mechanical equipment room.

4. Color. Roof mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and supporting structures shall be architecturally compatible with the building.

C. Monopoles

1. The antenna itself shall not exceed ten feet (10') in height.

2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.

3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

D. Tower Height by Zone. The maximum height for any tower shall be as follows:

Commercial, Mixed Use, and Industrial Zone								
C2	C3	C4	MURCZ	NVOZ	I1	I2	BMP	IPF
80'	-	80'	65'	35'	80'	80'	65'	65'
Utility Metering Infrastructure may utilize a tower up to 100' in any zone.								

Residential, Mountain, and Agricultural Zones							
R1	R2	R3	PC	MCZ	A2	RA1	RA2
35'	35'	35'	35'	35'	65'	35'	35'
Utility Metering Infrastructure may utilize a tower up to 100' in any zone.							

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

18.110.120 Additional Regulation For Monopoles And Towers

A. Distance from other Monopoles. Monopoles and towers shall be located at least one mile (5,280 feet) from each other, except upon a showing of necessity by the applicant, or upon a finding by the City Council that a closer distance would adequately protect the health, safety and welfare of the community. This distance requirement shall not apply to antennas attached to lawful structures such as transmission towers, utility poles, outdoor lighting structures, and water tanks.

B. Location on Parcel. Monopoles shall be located as unobtrusively on a parcel as possible, given the location of existing structures, nearby residential areas, and service needs of the applicant. Monopoles shall not be located in a required landscaped area, buffer area or parking area.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.130 Area Limitations For Wall And Roof Mounted Antennas

Any building may have a combination of wall and roof mounted antennas. The total area for all wall and roof mounted antennas and supporting structures on any one building shall not exceed the lesser of sixty (60) square feet or 5 percent (5%) of each exterior wall of the building.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.140 Safety

A. Regulation Compliance.

1. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan or conditional use permit approval.

2. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.

B. Protection Against Climbing. Monopoles shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the monopole.

C. Fencing. Monopoles and towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the Planning Director or designee unless the Director determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.

D. Security Lighting Requirements. Monopoles and towers shall comply with the FAA requirements for lighting. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized

by using indirect lighting, where appropriate.

E. Abandonment. The applicant, or the applicant's successor(s) and/or assign(s) shall be responsible for the removal of unused telecommunications facilities within ninety (90) days of abandonment of use. If such tower is not removed by the property owner, then the City may employ all legal measures, including as necessary, obtaining authorization from a court of competent jurisdiction, to remove the tower, and after removal may place a lien on the subject property for all direct and indirect costs incurred in dismantling and disposal of the tower, including court costs and reasonable attorney fees.

1. Notice. Notice to remove shall be given in writing by personal service, or by certified mail addressed to the operator's last known address.

2. Violation. Failure to remove the antennas and monopoles after receiving written notice to remove is a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceeding against any person, firm, entity or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer or otherwise, for failure to remove antennas and monopoles in accordance with this Chapter. The City may seek a civil injunction requiring the removal of any structures on the site in accordance with this Chapter. Any lease agreement with the City may also stipulate failure to remove the antennas and monopoles after receiving written notice to do so pursuant to this Chapter automatically transfers ownership of the antennas, monopoles, support buildings and all other structures on the site to the City.

3. Nuisance. Abandoned, unmaintained, or telecommunication devices that pose an immediate threat to public health and safety are hereby declared to be a nuisance.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.150 Site Requirements

A. Setbacks. The placement of telecommunications facilities on a lot shall comply with the setbacks of the underlying zone as stated herein. Telecommunications facilities shall comply with the setbacks for main structures and shall not be determined accessory structures.

B. Regulations for Accessory Structures.

1. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste receptacles shall be permitted on the site.

2. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade.

3. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 350 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.

C. Parking. The City may require a minimum of one (1) parking stall for sites containing a monopole, tower, and/or accessory buildings, if there is no parking available on the site.

D. Maintenance Requirements. All personal wireless services facilities shall be maintained in a safe, neat and attractive manner.

E. Landscaping. All sites with a personal wireless services facility shall be landscaped in accordance with the zone requirements where the facility is located.

F. Height. The height shall be measured from the grade or roof beneath to the top of the antenna or mounting hardware, whichever is higher.

G. Design

1. Antenna and associated equipment shall incorporate materials and colors present in the context of the surrounding area. Stealth telecommunications in the commercial zones C2 and C4, Chapter 18.28. Stealth design includes structures that look like trees, church steeples, art, large light poles or ones that blend with the building they are located on and are designed in a manner to blend with the existing and natural environment. Monopoles, antennas, and any associated buildings or equipment shall be painted to blend with their surroundings and/or the stealth concept being used.

2. Panel Antennas shall be no more than five square feet (5 sq. ft.) in Area per face.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.160 Site Disturbance

Any application, temporary or permanent, which requires the removal of significant vegetation or proposes any new, or improvements to driveways or roads a length greater than twenty feet (20') and/or a width greater than ten feet (10') wide, shall require a conditional use permit. As used herein, "Significant Vegetation" includes trees six inch (6") in diameter or greater measured four feet six inches (4'6") above the ground, groves of small trees or clumps of oak and maple covering an Area of twenty square feet (20 sq. ft.) or more measured at the drip line. Plans must show all such trees within twenty (20) feet of a proposed telecommunications facility. The Planning Director or designee shall determine the Limits of Disturbance.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.170 Signs

Signs shall only be permitted if they are related to the health and safety of the general public. All proposed signs shall be submitted with the telecommunications facility application and subject to review by the Planning Department for compliance with Chapter 18.103 Sign Regulations.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.180 Subdivision And Condominium Covenants

Many Subdivision and Condominium Covenants may address the location of telecommunications facilities within Condominium units and the lots of a Subdivision. The City is not a party to those covenants, and no permit from the City shall effect the enforceability of such covenants which might be more restrictive than this ordinance. Applicants for the installation of telecommunications facilities are advised to determine what private land use restrictions apply to their site before applying for the permit from the City. If the proposed installation is within the Common Area of a Condominium or Planned Unit Development, and the

application submitted is not in the name of the Home Owner's Association or management committee, the applicant shall provide a letter from the Home Owner's Association or management committee indicating consent to the location of the telecommunications facilities within the Common Area has been granted as a part of the permit application filed with the City.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.190 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions
- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2/C-4 Zone Design Standards and guidelines

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022