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

June 2, 2026

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

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

I. CLOSED MEETING: 4:00 P.M.

1. The character, professional competence, or physical or mental health of an individual

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

1. Justice Court Consolidation (Jim Peters, Justice Court Administrator for the State of Utah, Parker Sever, Chief of Police) - *30 min*
2. Wasatch Trails Foundation Presentation (Mia Yue) - *20 min*

III. BREAK - 10 MIN

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

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

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

VI. CONFLICT OF INTEREST DISCLOSURE:

VII. PUBLIC HEARINGS:

1. Public Hearing for the Proposed FY 2027 Fiscal Year Budget (Sara Nagel, Finance Manager)
2. Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater, and Pressurized Irrigation Funds (Sara Nagel, Finance Manager) -
3. Public Hearing UT Code 10-3-818 Salaries in Municipalities Ordinance 2026-12 (Cherie Ashe, Human Resources Manager) -
4. Public Hearing and Possible Adoption of Ordinance 2026-13 Amending the Consolidated Fee Schedule (Sara Nagel, Finance Manager)
5. Finance Director Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule (Sara Nagel, Finance Manager) - *10 min*

VIII. CONSENT AGENDA:

1. May 6, 2026, City Council Meeting Minutes - Budget Workshop #1, May 8, 2026, City Council Meeting Minutes - Budget Workshop #2, and May 19, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Heber City-Fire District MOU for land dedication in Fitzgerald Farms (Tony Kohler, Community Development Director)

3. Approval of the Engineering Final Design & Construction Services Agreement to Horrocks Engineers for the 100 West Improvements (Russ Funk, City Engineer)

4. Contract Award to C&B Asphalt for construction of the Heber City 2026 Road Maintenance Project (Russ Funk, City Engineer)

5. Temporary Ordinance 2026-11 establishing temporary regulations pertaining to regulation of overnight food truck parking on Plaza Street (200 South) and Main Street Park (Tony Kohler, Community Development Director)

6. Resolution 2026-12 Amending the Agenda Section Order in the Rules of Order and Procedures (Jeremy Cook, City Attorney)

7. PID Cooperation Agreement for Jordanelle Ridge PID No. 3 (Jeremy Cook, City Attorney)

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

X. GENERAL BUSINESS ITEMS:

1. Status Update From Animal Policy Ad Hoc Committee (J. Mark Smedley, Asst. City Manager) - *30 min*

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

1. City Council Approval of Airport Manager Nominee (Heidi Franco, Mayor) - *10 min*

2. Amended Contract with Atlas Towers for Cemetery site (Tony Kohler, Community Development Director) - *30 min*

3. Planning Commission Recommendation on Hospital Well Zone Change (Tony Kohler, Community Development Director) - *25 min*

4. Chad Marsing Zone Change Fee Reduction (Jamie Baron, Planning Manager) - 15 min

XII. COMMUNICATION:

XIII. ADJOURNMENT:

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

Posted on May 28, 2026, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov.

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Justice Court Consolidation
RESPONSIBLE:	Jim Peters, Justice Court Administrator for the State of Utah, Parker Sever
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Jim Peters, Justice Court Administrator fo the State of Utah, will be presenting.

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

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

EXHIBITS

None

WASATCH TRAILS FOUNDATION

2025 Year-End TAP Report Heber City

TRAIL CREW STATS

FY - 2025

- Total Trail Crew Cost:
  - $120,228.81
- Total Trail Crew Hours:
  - 2,730
- Total Volunteer Hours:
  - 559+

FY - 2026

- Total Trail Crew Cost YTD:
  - $5,525.17
- Total Trail Crew Hours YTD:
  - 464
- Total Volunteer Hours YTD:
  - 130

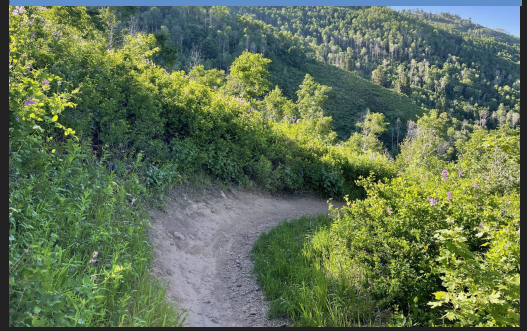
MAJOR ACCOMPLISHMENTS

- Southfield Park Pumptrack!
- WOWZA, Boulder Dash, Tall T
- WHOA!!! Trail
- Dutch Hollow Restoration
- WildWood Development

TRAIL AREAS MAINTAINED SUMMER 2025

WASATCH MOUNTAIN STATE PARK

- DUTCH HOLLOW
- PINE CANYON EAST
- PINE CANYON WEST
- WOW/MAPLE GROVE
- WOWZA/TALL T CONNECTOR
- SIDS

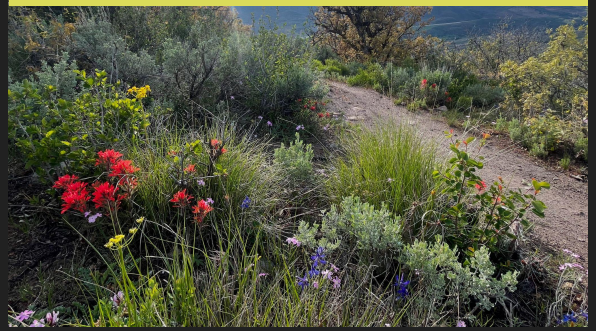


JORDANELLE STATE PARK

HIDEOUT AREA TRAILS

JORDANELLE RIDGE TRAIL SYSTEM

- WILE E CANYON TRAILHEAD
- UVU TRAILHEAD



BIG POLE HOA

BLUE SAGE RANCH

RED LEDGES (PUBLIC TRAIL)

WILDWOOD/BENLOCK

REPORTS - TRAILFORKS

☐	JR Memorial	Jordanelle Ridge Trail System	4	1	3	1	7	2	304.5	• Help with volunteer dig day for Wasatch High School Team
☐	Lonely Mountain	Jordanelle Ridge Trail System		0	40	4	40	4	304.5	• Trimming, raking, and drainage work completed.
☐	Lonely Mountain Traverse	Jordanelle Ridge Trail System		0	30	3	30	3	304.5	• Trimmed, raked, and completed drainage work.
☐	Maple Grove			0	2	1	2	1	304.5	• Cleared fallen trees across and to the side of trail tread. Removed large rocks and branches.

WHY TRAILS

FOR IMMEDIATE RELEASE

Contact: Austin Isbell
Utah Division of Outdoor Recreation
aisbell@utah.gov | 801.631.3256

Utah's Outdoor Recreation Economy Continues to Grow, Reaches $9.75 Billion

Outdoor recreation supports over 75,000 jobs and $4.6 billion in wages in the state

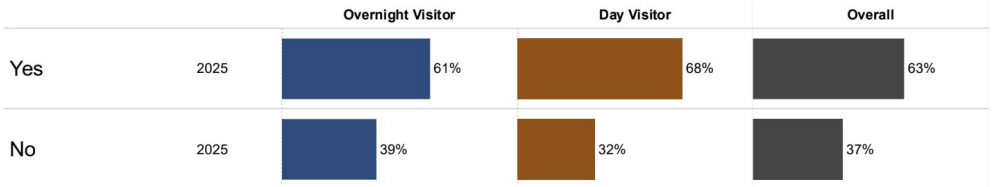
SALT LAKE CITY (March 6, 2026)—The U.S. Department of Commerce's Bureau of Economic Analysis (BEA) has released economic data for 2024, showcasing outdoor recreation's significant economic impact on Utah. According to the BEA, Utah's outdoor recreation economy generated $9.75 billion in value-added, accounting for 3.3% of Utah's GDP and supporting 75,182 jobs statewide.

WHY TRAILS

IMPACT OF TRAILS ON VISITATION

- Of trail users, Park City's trail system is a major trip driver, influencing 63% of trail users in their decision to visit.
  - This equates to 25% of the overall sample being influenced by trails to visit Park City.

Did the quality and quantity of trails in Park City influence your decision to visit?



TAKEAWAYS

- Park City's trail system plays a central role in the summer and fall visitor experience and is a meaningful driver of visitation.
  - Among all visitors, 42% participated in hiking and 22% participated in biking, with biking participation evenly split between leisure and mountain biking.
  - Nearly one-quarter of bikers also rode road or gravel routes, highlighting the diversity of trail use.
- Trails are not only widely used but also strongly influence travel decisions.
  - Nearly two-thirds of trail users (63%) indicated that Park City's trail system was a major factor in their decision to visit, underscoring the importance of trails as a core destination asset rather than a supplemental amenity.

PLACER.AI DATA:

Wasatch Pump Track 2025

Apr 1 - Dec 1, 2025

2025: 80,000+ TH visits
2026: 15,000+ TH visits

Metrics

Wasatch Mountain Pump...
Mound City, UT

Visits	8.6K	Avg. Dwell Time	24 Min
Visits / sq ft	0.18	Panel Visits	323
Size - sq ft			
Visitors			
Visit Frequency			

Apr 1st, 2025 - Dec 1st, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Favorite Places

Wasatch Mountain Pump...
Mound City, UT

Rank	Name	Dista	
1	**Salt Lake City International Airport** 776 N Terminal Dr, Salt Lake City, UT 84116	30.9	
2	**Building at 3920 Terminal Dr** 3920 Terminal Dr, Salt Lake City, UT 84116	31.2	
3	**Valley Station** 155 W 1000 S, Heber City, UT 84032	4.9 m	
4	**University Place** 575 E University Pkwy, Orem, UT 84097	21 m	
5	**Smith's** 744 North Main St, Heber City, UT 84032	4.3 m	
6	**Village at Kimball Junction** 6400 UT, Park City, UT 84098	12.9	
7	**Walmart** 1274 US-189, Heber City, UT 84032	4.9 m	
8	**Newpark Town Center** 1456 Newpark Blvd, Park City, UT 84098	12.7 mi	2K (35.2%)
9	**Dairy Keen - Home of the Train** 199 S Main St, Heber City, UT 84032	4.5 mi	1.8K (31.4%)
10	**Junction Commons** 6699 N Landmark Dr, Park City, UT 84098	13.3 mi	1.7K (30.9%)

Category: All Categories | Min. Visits: 1 | Apr 1st, 2025 - Dec 1st, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

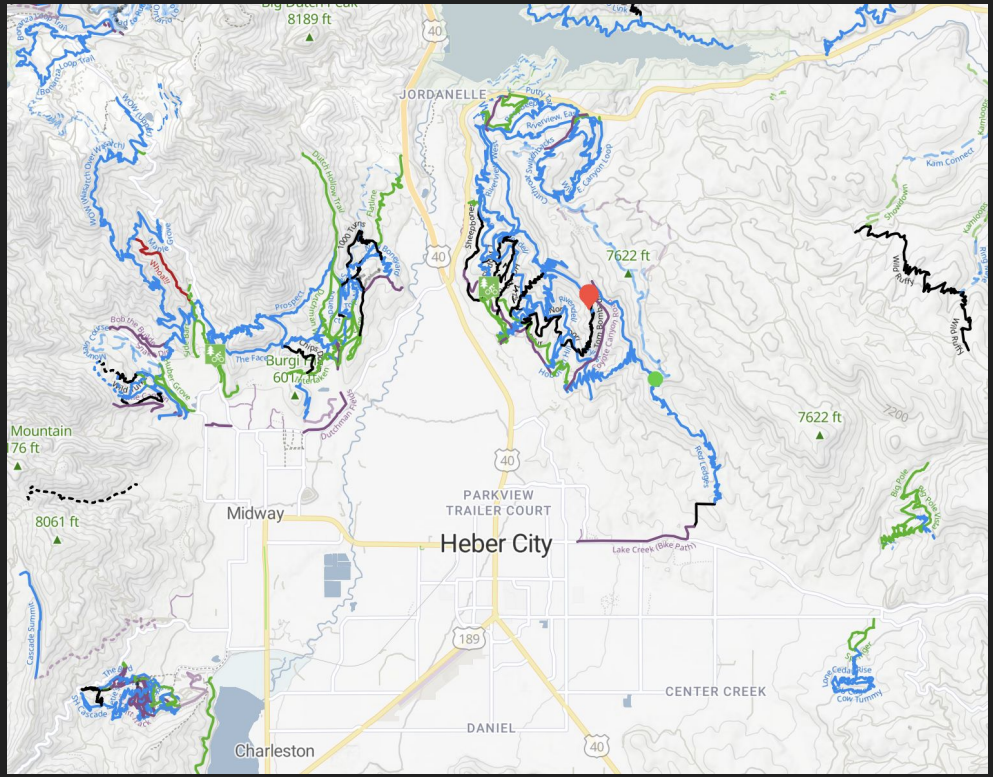
Placer.ai

Wasatch Mountain Pump Track / Mound City, UT

Prior			Post		
Rank	Property	Foot-Traffic	Rank	Property	Foot-Traffic
1	**Wasatch Mt. State Park Golf Course** West Golf Course Drive, Midway, UT	2.2%	1	**Wasatch State Park Visitor Center** Midway, UT	5.4%
2	**Zermatt Utah Resort & Spa Tradem...** Resort Drive, Midway, UT	2.1%	2	**Lola's Street Kitchen** E Main St, Midway, UT	4.3%
3	**The Blue Boar Inn** Warm Springs Rd, Midway, UT	1.8%	3	**Dairy Keen - Home of the Train** S Main St, Heber City, UT	3.6%
4	**Exxon** West Main Street, Midway, UT	1.8%	4	**Zermatt Utah Resort & Spa Tradem...** Resort Drive, Midway, UT	2.4%
5	**Heber Creeper Railroad** Midway, UT	1.8%	5	**Walgreens** S Main St, Heber City, UT	2.3%
6	**Wasatch State Park Visitor Center** Midway, UT	1.4%	6	**Smith's** North Main St, Heber City, UT	2.2%
7	**Cafe Galleria** W Main St, Midway, UT	1.2%	7	**Wendy's** S Main St, Heber City, UT	1.7%
8	**Dairy Keen - Home of the Train** S Main St, Heber City, UT	1.2%	8	**Heber Valley Milk & Artisan Cheese** River Rd, Midway, UT	1.4%
9	**Maverik Adventures First Stop** N Main St, Heber City, UT	1.1%	9	**Midway Centennial Park** W 100th N, Midway, UT	1.3%
10	**WorldMark Midway** Lime Canyon Rd, Midway, UT	1%	10	**Back 40 Ranch House Grill** US-40, Heber City, UT	1.1%

ASK:

- Defer FY 26 funding to FY 27
- Standardization of TAP funding
  - distributed for the entire valley
  - support our entire trail system and community



Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: Public Hearing for the Proposed FY 2027 Fiscal Year Budget
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Communication and Transparency

SUMMARY

After the City Council meeting on May 5, 2026 where Council tentatively adopted the tentative FY 2027 Budget, Staff updated certain line items based on the feedback from the discussion over the tentative budget during two budget workshops on May 6, 2026, and May 8, 2026. Key changes are summarized below. The tentatively adopted tentative budget can be viewed online at https://city-heber-ut-cleardoc.cleargov.com/22558/868866/d.

RECOMMENDATION

Staff recommends that the Council hold a public hearing to allow the public to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the tentative budget of any fund.

BACKGROUND

On May 8, 2026, the Council held the second of two budget workshops to discuss the FY2027 budget. During the workshop, the Council agreed on the following budget items:

- Modify TAP Tax allocation: 18.5% Grants, 25% Trails Maintenance and 56.5% Park Projects and Infrastructure to implement the full recommendation of the Arts Grant Committee.
- Approve five additional FTE: Senior Planner III, Sewer UMO, School Resource Officer, Building Permit Technician, General Government Building Maintenance
- Approve transitioning two PT employees to FT employees: Airport Admin and Executive Admin Assistant
- Approve Employee COLA by the Mountain Plains February CPI of 2.4%
- Proceed with the Capital Improvement Plan including $232K for Salt Shed Reconstruction.
- Implement Zions Bank recommended utility rate increases: Water – 12%, Sewer – 8% PI – 0% Storm – 9%
- *Proceed with Truth in Taxation to consider the proposed 5.2% ($174,000) property tax increase on August 5th at 7:00 p.m.*

Subsequently, Staff adjusted the related budget items in the tentative budget for approval in August 2026. Additionally, Staff made adjustments to correct immaterial errors and improve cost allocations in the personnel budget.

DISCUSSION

This public hearing satisfies the statutory requirement under Utah Code §10-6-114 for municipalities to allow public input on the tentative budget before its final adoption. The following are key updates from the tentatively adopted tentative budget that will be included in the proposed budget set for adoption in August 2026:

- **Revenue Adjustments**
    - Increased Building Permit Fees revenue to offset Building Department expenditures (Fund 10)
    - The addition of $232,000 of developer fees in the CIP Fund (42)
    - Increased CRA revenue to $410,750 to reflect actuals
    - The addition of Airport lease revenue of $43,000 in the Airport Fund (21)
    - Reinstated the scheduled 8% Sewer Fees increase (Fund 52)

- **Expenditure Adjustments**
    - Increased Art Grants to $120,000 (approved during May 19 City Council meeting)
    - Approved Planner III

- **Policy Implementation**
    - Modified allocation of TAP Tax expenditures

- **Capital Improvements**
    - The addition of $232,000 to the CIP budget for the Salt Shed reconstruction

After the conclusion of the public hearing, the governing body may continue to review any tentative budget and may insert such new items or may increase or decrease items of expenditure that were the proper subject of consideration at the public hearing.

A separate public hearing for the Consolidated Fee Schedule will be held on June 2, 2026, allowing for specific discussion on changes to rates, fees, and charges.

Staff is prepared to answer any questions regarding the budget structure, assumptions, or individual line items. Input from the public and the Council will be used to finalize the FY 2027 Budget for formal adoption in August 2026.

FISCAL IMPACT

Fiscal impact can be reviewed in the tentative budget found online at https://city-heber-ut-cleardoc.cleargov.com/22558/868866/d.

CONCLUSION

The public hearing provides an opportunity for residents and stakeholders to comment on Heber City's Proposed FY 2027 Budget. Following the hearing, Staff will incorporate any final changes based on Council direction and prepare the final budget for adoption in accordance with State law.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Notice of Public Hearing
2. Public Hearing on Proposed Budget FY27

3. FY 2027 Tentative Budget
4. CIP Summary FY2027 TENTATIVE 5.19.26

HEBER CITY COUNCIL
PUBLIC HEARING NOTICE
Fiscal Year 2027 Budget Adoption

In accordance with Section 10-6-113 of the Utah State Code, notice is hereby given that the Heber City Council will hold a Public Hearing at 6:00 p.m. on Tuesday, June 2, 2026, to review the adoption of the 2027 Fiscal Year Budget. The Public Hearing will be held at the Heber City Municipal Building located at 75 North Main Street, Heber City, in the City Council Chambers. Public comment is welcome in person or virtually via the City Council Meeting link found on the following website https://www.heberut.gov/256/Agendas-and-Minutes. Copy of the proposed budget is available for review on the City website www.heberut.gov and in the office of the Heber City Finance Manager Sara Nagel.

Trina Cooke
Heber City Recorder

Posted in the Heber City Municipal Building located at 75 North Main, on the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Published in the Park Record; distributed via text message and social media services.

HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

Public Hearing for the Heber City FY 2027 Proposed Budget

June 2, 2026

Budget Process Snapshot

1. January: Council held a two-day strategic leadership retreat.
2. January: City Manager and Finance Director prepared revenue projections.
3. January: Departments began work on operating and capital budgets.
4. February: Departments submitted personnel requests.
5. March: Departments submitted their operating and capital budgets.
6. March: City Manager and Finance Director conducting budget interviews with each Department Director.
7. April: City Manager and Finance Director submitted a tentative budget to City Council.
8. May: Council held two budget workshops.
9. May 5: Council tentatively adopted the tentative budget.
10. May 19: Council resolves to moved forward with Truth in Taxation and sets TNT public hearing date for August 5 @ 7:00 p.m.
11. June 2: Council is holding the 1st public hearing for the proposed budget.
12. Coming up…. August 5: TNT public hearing and possible budget adoption.

Key Budget Decisions

- Modify TAP Tax allocation: 18.5% Grants, 25% Trails Maintenance and 56.5% Park Projects and Infrastructure to implement the full recommendation of the Arts Grant Committee.
- Approve five additional FTE: Senior Planner III, Sewer UMO, School Resource Officer, Building Permit Technician, General Government Building Maintenance
- Approve transitioning two PT employees to FT employees: Airport Admin and Executive Admin Assistant
- Approve Employee COLA by the Mountain Plains February CPI of 2.4%
- Proceed with the Capital Improvement Plan including $232K for Salt Shed Reconstruction.
- Implement Zions Bank recommended utility rate increases: Water – 12%, Sewer – 8% PI – 0% Storm – 9%
- *Proceed with Truth in Taxation to consider the proposed 5.2% ($174,000) property tax increase on August 5th at 7:00 p.m.*

Zions Bank Utility Rate Increase Recommendations

TABLE 1: RECOMMENDED ANNUAL PERCENT CHANGE IN BASE & USER RATES ACROSS FUNDS

Recommended Annual Percent Change in Base & User Rates Across Funds						
Fund	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**
Water Fund	0%	12%	12%	12%	12%	10%
Storm Water Fund	0%	7%	8%	9%	9%	9%
Sewer Fund	0%	10%	9%	8%	7%	0%
Pressurized Irrigation Fund	0%	5%	5%	0%	0%	0%

SOURCE: ZPFI. AS OF MAY 2024.

Enterprise Fund budgets reflect the schedule utility rate increases. Rate increases go into effect annually on August 1.

General Fund Revenue Summary

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	$7,058,448	$6,260,965	$6,260,965	$5,732,344
Revenues				
Total Revenues	$15,053,223	$17,677,332	$17,277,068	$18,955,593
Expenditures				
Total Expenditures	$16,678,280	$17,931,363	$17,805,689	$18,955,593
Total Revenues Less Expenditures	-$1,625,057	-$254,031	-$528,621	-
Ending Fund Balance	$5,433,391	$6,006,934	$5,732,344	$5,732,344

General Fund Revenue Summary

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Property Taxes	$3,559,181	$4,059,134	$3,652,869	$4,356,384	7.32%
Sales Tax	$5,719,321	$7,260,542	$7,335,703	$7,697,013	6.01%
Franchise Tax	$1,273,462	$1,506,301	$1,389,846	$1,506,301	-
Other Taxes	$153,364	$150,000	$122,093	$150,000	-
Licenses and Permits	$1,742,831	$1,384,395	$1,746,880	$1,757,800	26.97%
Charges for Services	$425,795	$1,146,100	$698,000	$1,171,000	2.17%
Intergovernmental	$739,454	$968,460	$1,211,300	$1,223,495	26.33%
Fines & Forfeitures	$523,690	$400,300	$504,500	$440,500	10.04%
Interest	$564,654	$500,000	$469,000	$520,000	4.00%
Other Revenues	$351,471	$302,100	$146,877	$133,100	-55.94%
Total Revenues	**$15,053,223**	**$17,677,332**	**$17,277,068**	**$18,955,593**	**7.23%**

General Fund Department Summary

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Legislative	$324,220	$278,227	$323,404	$275,735	-0.90%
Judicial	$399,077	$411,106	$437,544	$399,403	-2.85%
Administrative	$1,437,255	$1,378,430	$1,443,939	$1,462,444	6.09%
General Government Buildings	$305,853	$245,233	$251,927	$353,529	44.16%
Attorney	$219,653	$208,574	$177,747	$127,163	-39.03%
Human Resources	$159,291	$124,435	$138,463	$169,913	36.55%
Information Technology	$327,880	$445,934	$425,499	$486,309	9.05%
Engineering	$289,759	$332,017	$290,714	$269,531	-18.82%
Building Department	$1,245,384	$1,424,080	$1,380,525	$1,564,588	9.87%
Planning Department	$741,721	$908,063	$867,335	$1,040,316	14.56%
Animal Control	$382,880	$429,019	$414,927	$460,698	7.38%
Roads	$1,566,939	$1,653,836	$1,450,231	$1,745,756	5.56%
Parks	$877,305	$889,536	$971,367	$1,127,550	26.76%
Midway Police Services	$333,432	$444,272	$582,501	$481,296	8.33%
Cemetery	$657,339	$680,397	$686,498	$883,253	29.81%
Transfers	$529,191	$1,082,490	$857,375	$380,794	-64.82%
Police Department	$6,881,101	$6,995,711	$7,105,693	$7,727,315	10.46%
Total Expenditures	**$16,678,280**	**$17,931,363**	**$17,805,689**	**$18,955,593**	**5.71%**

All Funds Budget Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
General Fund	$16,678,280	$17,931,363	$17,805,689	$18,955,593	5.71%
Airport Special Service Fund	$595,076	$950,611	$939,019	$1,081,828	13.80%
Covid 19 Fund	$792,806	-	-	-	-
Debt Service Fund	$1,291,710	$1,290,608	$1,290,608	$1,291,359	0.06%
Capital Improvement Fund - Airport	$6,093,664	$7,116,124	$1,477,000	$8,096,325	13.77%
Capital Improvement Fund	$6,917,627	$598,697	$1,589,745	$470,197	-21.46%
Impact Fee Fund - Public Safety	$255,000	$165,000	$200,000	$165,000	-
CRA 2020 Fund	$886,067	$40,000	$2,281,500	$40,000	-
Impact Fee Funds - Streets	$961,949	$3,330,377	$2,492,666	$1,585,134	-52.40%
Impact Fee Fund - Parks	$4,364,406	$1,794,227	$875,000	$3,240,000	80.58%
Capital Improvement Fund - Transportation Tax	$2,337,345	$2,953,542	$1,333,453	$4,986,416	68.83%
Capital Improvement Fund - Class C Road	$1,674,560	$665,000	$665,000	$665,000	-
Culinary Water Operating Fund	$2,642,896	$6,578,596	$5,698,111	$5,453,224	-17.11%
Sewer Water Operating Fund	$4,333,377	$10,511,925	$8,952,324	$6,769,379	-35.60%
Storm Water Operating Fund	$782,800	$1,393,764	$1,937,040	$1,316,043	-5.58%
Pressurized Irrigation Operating Fund	$904,200	$4,480,559	$5,034,534	$2,539,543	-43.32%
Culinary Water Impact Fee Fund	$2,747,746	$2,067,281	$2,721,570	$826,548	-60.02%
Sewer Water Impact Fee Fund	$103,832	$2,961,839	$993,839	$1,799,069	-39.26%
Pressurized Irrigation Impact Fee Fund	$522,536	$381,597	$26,297	$572,293	49.97%
Internal Service Fund	$2,514,549	$2,447,402	$2,810,338	$2,469,272	0.89%
Culinary Water Capital Fund	$4,641,167	$5,796,000	$3,885,800	$1,873,000	-67.68%
Sewer Water Capital Fund	$7,004,876	$8,825,000	$4,108,450	$570,500	-93.54%
Stormdrain Capital Fund	$293,641	$5,000	$31,150	$177,500	3,450.00%
Pressurized Irrigation Capital Fund	$4,550,953	$4,082,999	$5,689,700	$1,343,500	-67.10%
Trails, Arts and Parks Fund	$209,008	$1,840,000	$504,850	$644,875	-64.95%
Perpetual Care Fund	$800,000	-	-	-	-
North Village Storm Water Impact Fee Fund	-	$1,957,666	-	$3,134,200	60.10%
North Village Street Impact	-	$1,432,409	$839,000	$1,183,646	-17.37%
Total Expenditures	**$74,900,071**	**$91,597,585**	**$74,182,682**	**$71,249,443**	**-22.21%**

City-Wide Capital Improvement Plan

	Grand Total
Projected Beginning Fund Balances	42,268,405
Total Projected Revenue	56,643,482
Total Operating Expenses	(28,888,678)
Total Available Funds	70,023,209
Total CIP Requests	(30,287,215)
Debt Service	(3,975,539)
Projected Ending Fund Balance, net	35,760,455
Fleet & Equipment	**1,075,044**
General Government Projects	**907,500**
Heber Valley Airport	**8,096,325**
Parks, Cemetery and Trails	**3,773,000**
Pressurized Irrigation	**1,874,000**
Storm Water	**3,244,200**
Transportation	**7,450,146**
Sewer	**2,156,000**
Water	**1,711,000**
Capital Improvement Program Total	**30,287,215**

Capital Project Deferral List

- IT : HyperV Server Replacement – $21,000
- Cemetery: Dirt Storage – $30,000
- Parks: Valley Hills Tennis Court Resurfacing – $45,000
- Parks: Dog Park Fence – $89,000
- Roads: Dark Sky Initiative – $100,000
- Fund 42: Fire Station Art Remodel – $350,000
- Fleet: Animal Control Truck – $59,500
- Fleet: Planning Dept. Ford F150 – $67,000
- Fleet: Water Truck– $135,000
- Fleet: Mini Excavator – $151,000
- Fleet: Street Sweeper – $479,000
- Fleet: Water Department Hydro Excavator – $825,000

HEBER CITY

FISCAL YEAR 2027 TENTATIVE BUDGET BOOK

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Funds Summary Overview

Fund Summary Overview

The City's budget is organized and presented by fund to ensure transparency, accountability, and compliance with generally accepted accounting principles (GAAP) and applicable state requirements. Each fund represents a distinct fiscal and accounting entity, with its own set of revenues, expenditures, and fund balance, established to support specific services or legal purposes.

Funds are grouped by type based on their intended use and financial characteristics. Governmental funds are used to account for the City's core public services and capital activities, while proprietary funds account for operations that are financed and operated in a manner similar to private business enterprises.

Governmental Funds

Governmental funds are primarily supported by taxes, intergovernmental revenues, and restricted or committed revenue sources. These funds focus on the provision of essential public services and infrastructure.

General Fund
The General Fund is the City's primary operating fund and supports core services such as administration, public safety, planning, and general operations. It is the most flexible fund and serves as the foundation of the City's financial structure.

Special Revenue Funds
Special Revenue Funds are used to account for revenues that are legally restricted or committed for specific purposes, such as trails, parks, arts, or other dedicated programs. Expenditures from these funds must align with the purpose of the associated revenue source.

Capital Project Funds
Capital Project Funds account for the acquisition or construction of major capital assets, including buildings, infrastructure, and long-term improvements. These funds typically have defined project scopes and timelines and may be supported by grants, impact fees, or dedicated revenues.

Debt Service Funds
Debt Service Funds are used to accumulate resources for the payment of principal and interest on the City's long-term debt obligations, ensuring timely and structured debt repayment.

Proprietary Funds

Proprietary funds are used to account for activities that are financed primarily through user fees and charges rather than general taxes. These funds emphasize cost recovery and long-term financial sustainability.

Enterprise Funds
Enterprise Funds support business-type activities such as water, sewer, or airport operations. Revenues are generated primarily from service charges, and rates are structured to cover operating costs, capital needs, and reserves.

Internal Service Funds
Internal Service Funds account for services provided internally to City departments on a cost-reimbursement basis, such as fleet or information technology. These funds promote cost transparency and efficient resource allocation across departments.

Fund Balance and Financial Planning

Each fund maintains an appropriate fund balance or net position to support operational stability, cash flow needs, and long-term financial resilience. Fund balance levels are monitored to ensure compliance with City policy and state requirements, while also providing flexibility to respond to economic uncertainty, emergencies, and future capital needs.

Together, these funds reflect the City's commitment to responsible financial stewardship, long-range planning, and the effective delivery of public services.

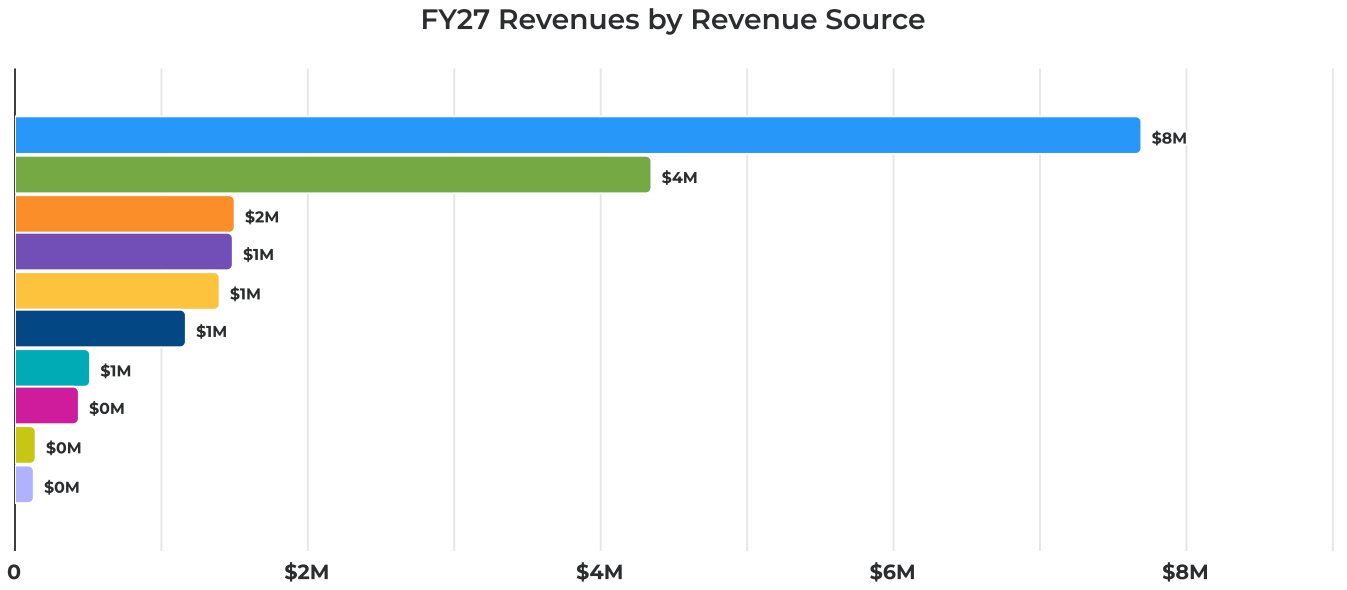
General Fund (10)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	$7,058,448	$6,260,965	$6,260,965	$5,732,344
Revenues				
Total Revenues	$15,053,223	$17,677,332	$17,277,068	$18,867,298
Expenditures				
Total Expenditures	$16,678,280	$17,931,363	$17,805,689	$18,867,298
Total Revenues Less Expenditures	-$1,625,057	-$254,031	-$528,621	-
Ending Fund Balance	$5,433,391	$6,006,934	$5,732,344	$5,732,344

Ending fund balances are based on revenues and expenditures recorded in the City's financial system and may not reflect year-end audit adjustments. Accordingly, these amounts may not tie to the subsequent year's beginning fund balances, which are based on audited financial statements.

Revenues by Revenue Source



Sales Tax	$7,697,013	40.80%
Property Taxes	$4,356,384	23.09%
Franchise Tax	$1,506,301	7.98%
Licenses and Permits	$1,492,800	7.91%
Intergovernmental	$1,400,200	7.42%
Charges for Services	$1,171,000	6.21%
Interest	$520,000	2.76%
Fines & Forfeitures	$440,500	2.33%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Property Taxes	$3,559,181	$4,059,134	$3,652,869	$4,356,384	7.32%
PROPERTY TAXES	$3,358,388	$3,830,134	$3,413,869	$3,933,384	2.70%
PROPERTY TAX INTEREST	$6,430	$4,000	$4,000	$4,000	-
FEE IN LIEU OF TAX	$127,526	$125,000	$135,000	$145,000	16.00%
PRIOR YEARS TAXES - DELINQUENT	$66,837	$100,000	$100,000	$100,000	-
PROPERTY TAXES - TRUTH IN TAXATION INCREASE	-	-	-	$174,000	-
Sales Tax	$5,719,321	$7,260,542	$7,335,703	$7,697,013	6.01%
GENERAL SALES & USE TAXES	$5,719,321	$7,260,542	$7,335,703	$7,697,013	6.01%
Franchise Tax	$1,273,462	$1,506,301	$1,389,846	$1,506,301	-
FRANCHISE TAX	$1,273,462	$1,506,301	$1,389,846	$1,506,301	-
Other Taxes	$153,364	$150,000	$122,093	$150,000	-
TRANSIENT ROOM TAX	$153,364	$150,000	$122,093	$150,000	-
Licenses and Permits	$1,742,831	$1,384,395	$1,746,880	$1,492,800	7.83%
FARMERS MARKETS REVENUE	$46,327	$31,075	$39,880	$39,880	28.33%
BUSINESS LICENSES & PERMITS	$129,150	$136,520	$131,000	$136,520	-
ANIMAL CONTROL	$5,860	$6,000	$4,000	$6,000	-
IMPOUND FEE	$5,336	$6,000	$6,000	$6,000	-
ADOPTION FEE	$1,160	$1,600	$1,000	$1,200	-25.00%
ANIMAL CONTROL DONATIONS	$1,579	$1,200	$6,000	$1,200	-
BUILDING PERMITS	$1,551,225	$1,200,000	$1,557,000	$1,300,000	8.33%
SIGN PERMIT FEES	$2,194	$2,000	$2,000	$2,000	-
Charges for Services	$425,795	$1,146,100	$698,000	$1,171,000	2.17%
LEADERSHIP ACADEMY	$3,300	$2,500	$3,000	$3,000	20.00%
PROCESSING FEE - DAMAGE BOND	$450	$600	-	-	-100.00%
PRESERVATION FEE	$7,500	$250,000	$250,000	$250,000	-
ZONING AND SUBDIVISION FEES	$311,400	$200,000	$250,000	$225,000	12.50%
CEMETERY LOT SALES	$25,216	$50,000	$50,000	$50,000	-

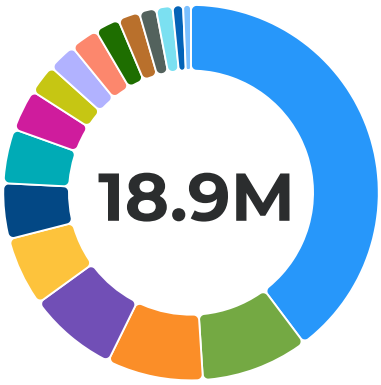
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
CEMETERY - DIG GRAVES	$63,700	$65,000	$73,000	$65,000	-
CEMETERY-HEADSTONE INSPECTION	$1,325	$2,000	$2,000	$2,000	-
CEMETERY COLUMBARIUM SALES	$12,529	$576,000	$70,000	$576,000	-
REINSPECTION FEE	$375	-	-	-	-
Intergovernmental	$739,454	$968,460	$1,211,300	$1,400,200	44.58%
FEDERAL GRANTS	$5,720	$5,000	$5,000	$5,000	-
MISC GRANT	$3,000	-	-	-	-
STATE GRANTS	$3,559	-	-	-	-
CITY COUNCIL BOARD COMP.	$31,403	$31,400	$31,400	$31,400	-
COUNTY WIDE ANIMAL CONTROL	$182,525	$217,790	$207,500	$230,300	5.74%
SCHOOL RESOURCE OFFICER	$77,280	$154,500	$177,100	$253,500	64.08%
STATE LIQUOR FUND	$29,581	$32,000	$38,000	$36,000	12.50%
MIDWAY POLICE SERVICES	$330,813	$465,770	$641,300	$733,000	57.37%
INTERAGENCY	$75,573	$62,000	$111,000	$111,000	79.03%
Fines & Forfeitures	$523,690	$400,300	$504,500	$440,500	10.04%
FINES	$523,510	$400,000	$504,000	$440,000	10.00%
TRAFFIC SCHOOL	$180	$300	$500	$500	66.67%
Interest	$564,654	$500,000	$469,000	$520,000	4.00%
BANKING INTEREST	$564,654	$500,000	$469,000	$520,000	4.00%
Other Revenues	$351,471	$302,100	$146,877	$133,100	-55.94%
POLICE DONATIONS	$1,000	-	-	-	-
CREDIT CARD FEES	$115,353	$150,000	$65,000	$65,000	-56.67%
RENTS & MISCELLANEOUS	$216,279	$150,000	$66,000	$66,000	-56.00%
PARK RESERVATIONS	$570	$600	$600	$600	-
INSURANCE PROCEEDS	$21,889	-	$13,777	-	-
DAMAGE BOND FORFEITURE	$4,839	-	-	-	-
EVENT REVENUE	$1,541	$1,500	$1,500	$1,500	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
FITNESS COURT DONATION	-$10,000	-	-	-	-
Total Revenues	**$15,053,223**	**$17,677,332**	**$17,277,068**	**$18,867,298**	**6.73%**

Expenditures by Object

Expenditures by Department

FY27 Expenditures by Department



Police Department	**$7,497,619**	39.74%
Roads	**$1,745,756**	9.25%
Building Department	**$1,564,588**	8.29%
Administrative	**$1,462,444**	7.75%
Parks	**$1,127,550**	5.98%
Planning Department	**$904,695**	4.80%
Cemetery	**$883,253**	4.68%
Midway Police Services	**$674,156**	3.57%
Information Technology	**$486,309**	2.58%
Transfers	**$464,957**	2.46%
Animal Control	**$460,698**	2.44%
Judicial	**$399,403**	2.12%
General Government Buildings	**$353,529**	1.87%
Legislative	**$275,735**	1.46%
Engineering	**$269,531**	1.43%
Human Resources	**$169,913**	0.90%
Attorney	**$127,163**	0.67%

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Legislative	$324,220	$278,227	$323,404	$275,735	-0.90%
Judicial	$399,077	$411,106	$437,544	$399,403	-2.85%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Administrative	$1,437,255	$1,378,430	$1,443,939	$1,462,444	6.09%
General Government Buildings	$305,853	$245,233	$251,927	$353,529	44.16%
Attorney	$219,653	$208,574	$177,747	$127,163	-39.03%
Human Resources	$159,291	$124,435	$138,463	$169,913	36.55%
Information Technology	$327,880	$445,934	$425,499	$486,309	9.05%
Engineering	$289,759	$332,017	$290,714	$269,531	-18.82%
Building Department	$1,245,384	$1,424,080	$1,380,525	$1,564,588	9.87%
Planning Department	$741,721	$908,063	$867,335	$904,695	-0.37%
Animal Control	$382,880	$429,019	$414,927	$460,698	7.38%
Roads	$1,566,939	$1,653,836	$1,450,231	$1,745,756	5.56%
Parks	$877,305	$889,536	$971,367	$1,127,550	26.76%
Midway Police Services	$333,432	$444,272	$582,501	$674,156	51.74%
Cemetery	$657,339	$680,397	$686,498	$883,253	29.81%
Transfers	$529,191	$1,082,490	$857,375	$464,957	-57.05%
Police Department	$6,881,101	$6,995,711	$7,105,693	$7,497,619	7.17%
Total Expenditures	**$16,678,280**	**$17,931,363**	**$17,805,689**	**$18,867,298**	**5.22%**

Expenditures by Expense Type

FY27 Expenditures by Expense Type

Salaries and Benefits	**$11,808,350**	62.59%
Operations	**$4,894,132**	25.94%
Capital Outlay	**$1,699,859**	9.01%
Transfers	**$464,957**	2.46%

Expenditures by Expense Type

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries and Benefits	$10,868,770	$11,262,600	$11,285,425	$11,808,350	4.85%

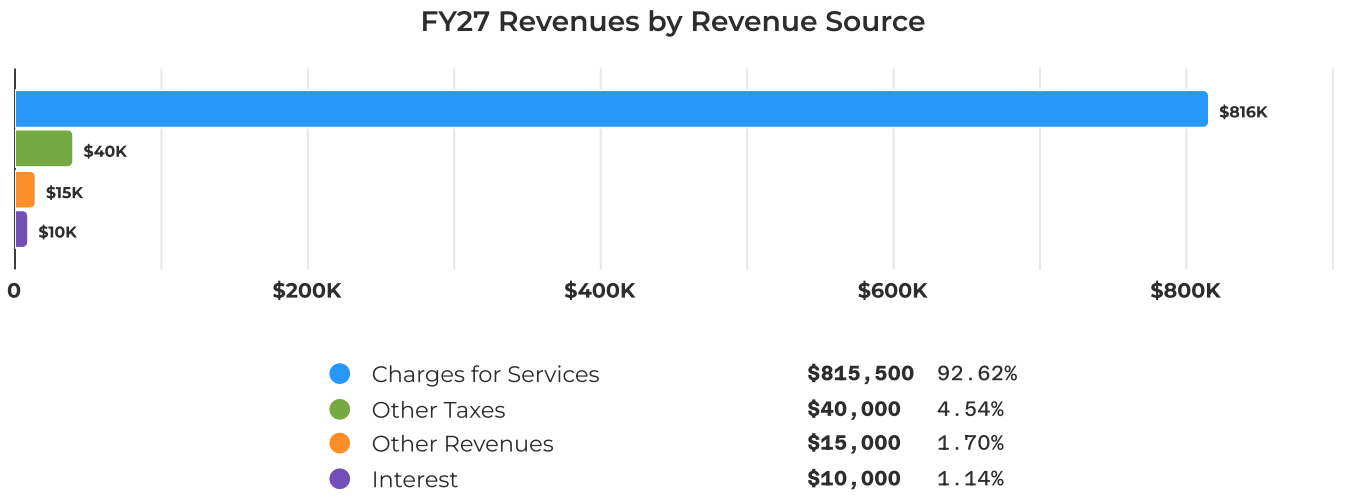
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Operations	$3,993,841	$4,463,463	$4,483,169	$4,894,132	9.65%
Capital Outlay	$1,286,478	$1,122,810	$1,179,720	$1,699,859	51.39%
Transfers	$529,191	$1,082,490	$857,375	$464,957	-57.05%
Total Expenditures	**$16,678,280**	**$17,931,363**	**$17,805,689**	**$18,867,298**	**5.22%**

Airport Special Services Fund (21)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	**$167,176**	**$17,741**	**$17,741**	**$234,722**
Revenues				
Total Revenues	**$774,912**	**$1,021,040**	**$1,156,000**	**$880,500**
Expenditures				
Total Expenditures	**$595,076**	**$950,611**	**$939,019**	**$1,081,828**
Total Revenues Less Expenditures	**$179,836**	**$70,429**	**$216,981**	**-$201,328**
Ending Fund Balance	**$347,012**	**$88,170**	**$234,722**	**$33,394**

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Taxes	$28,793	$40,000	$40,000	$40,000	-
Charges for Services	$718,402	$942,040	$1,096,000	$815,500	-13.43%
Interest	$71	-	$5,000	$10,000	-
Other Revenues	$17,161	$39,000	$15,000	$15,000	-61.54%
Allocated Operational Costs & Contributions	$10,485	-	-	-	-
Total Revenues	**$774,912**	**$1,021,040**	**$1,156,000**	**$880,500**	**-13.76%**

Expenditures by Object

Expenditures by Object

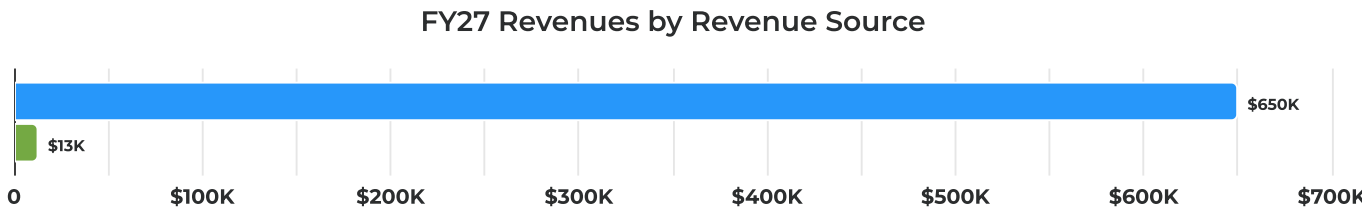
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$157,626	$206,319	$224,000	$239,771	16.21%
Employee Benefits	$49,617	$47,759	$45,000	$79,513	66.49%
Fica And Medicare	$11,892	$15,184	$21,000	$18,720	23.28%
Travel	$4,728	$8,725	$3,500	$5,000	-42.69%
Office Supplies	$555	$2,500	$2,000	$2,000	-20.00%
Utilities	$9,827	$10,100	$15,030	$16,160	60.00%
Telephone	$2,066	$2,733	$1,773	$3,704	35.53%
Meals	$51	$200	$200	$500	150.00%
Insurance	$6,036	$6,550	$7,316	$8,050	22.90%
Equipment	$38,025	$35,360	$27,360	-	-100.00%
Internal Service Charge - Fleet	-	-	-	$36,550	-
Internal Service Charge - It	$5,373	$3,100	$3,100	$3,700	19.35%
Internal Service Charge - Admin	$5,184	$8,000	$8,420	$7,940	-0.75%
Professional Services	$98,862	$158,750	$118,850	$108,850	-31.43%
Building	$2,852	$3,000	$1,500	$1,500	-50.00%
Training	$1,975	$3,260	$2,000	$2,900	-11.04%
Special Supplies	$5,559	$9,000	$7,000	$8,000	-11.11%
Uniform Allowance	-	$600	$600	$600	-
Gasoline & Oil	$3,376	$4,500	$2,500	$3,500	-22.22%
Legal	$71,775	$85,000	$60,000	$65,000	-23.53%
Improv. Other Than Buildings	$7,585	$6,000	$6,000	$5,000	-16.67%
Books, Subscriptions &Dues	$495	$720	$720	$720	-
Public Noticing	$103	$275	$300	$300	9.09%
Equipment Maintenance	$10,605	$3,500	$3,500	$3,500	-
Transfer To General Fund - Indirect Salaries	$73,209	$90,095	$69,000	$85,071	-5.58%
Transfer To General Fund - Indirect Benefits	$27,700	$26,181	$23,000	$23,187	-11.43%
Transfer To Airport Capital Improvements	-	$213,200	$285,350	$352,092	65.15%
Total Expenditures	**$595,076**	**$950,611**	**$939,019**	**$1,081,828**	**13.80%**

Trails, Arts and Parks Fund (23)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$581,688	$581,688	$743,838
Revenues				
Total Revenues	$926,995	$1,610,000	$667,000	$662,800
Expenditures				
Total Expenditures	$209,008	$1,840,000	$504,850	$590,100
Total Revenues Less Expenditures	$717,987	-$230,000	$162,150	$72,700
Ending Fund Balance	$717,987	$351,688	$743,838	$816,538

Revenues by Revenue Source



Other Taxes	$650,000	98.07%
Interest	$12,800	1.93%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Taxes	$460,852	$600,000	$647,000	$650,000	8.33%
Interest	$21,206	$10,000	$20,000	$12,800	28.00%
Allocated Operational Costs & Contributions	$444,937	$1,000,000	-	-	-100.00%
Total Revenues	**$926,995**	**$1,610,000**	**$667,000**	**$662,800**	**-58.83%**

Expenditures by Object

Expenditures by Object

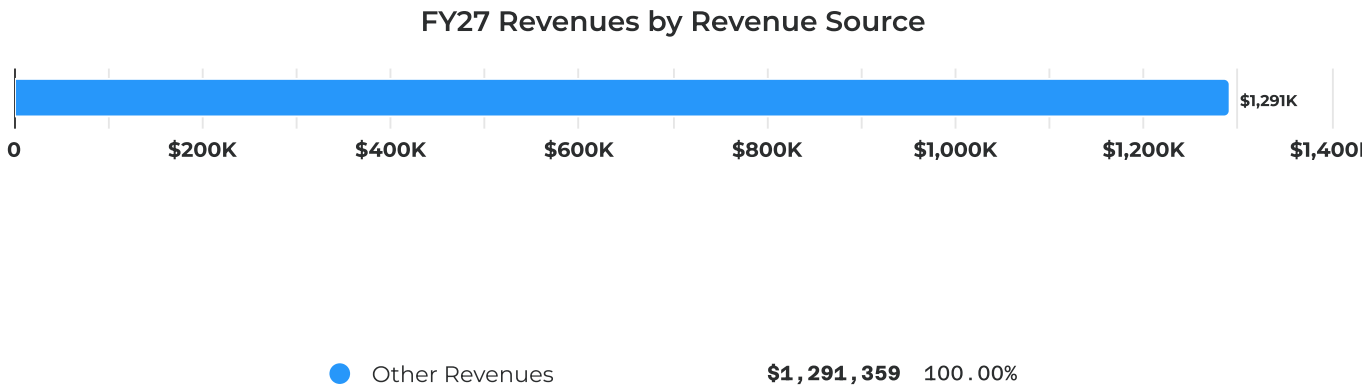
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Miscellaneous	$14,332	$1,310,000	-	-	-100.00%
Professional Services	-	$200,000	$245,100	$65,100	-67.45%
Improv. Other Than Buildings	$137,633	$270,000	$199,750	$460,000	70.37%
Art Grants	$57,043	$60,000	$60,000	$65,000	8.33%
Total Expenditures	**$209,008**	**$1,840,000**	**$504,850**	**$590,100**	**-67.93%**

Debt Service Fund (31)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$390,479	$390,479	$390,479
Revenues				
Total Revenues	$349,426	$1,701,608	$1,290,608	$1,291,359
Expenditures				
Total Expenditures	$1,291,710	$1,290,608	$1,290,608	$1,291,359
Total Revenues Less Expenditures	-$942,284	$411,000	-	-
Ending Fund Balance	-$942,284	$801,479	$390,479	$390,479

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$349,426	$1,701,608	$1,290,608	$1,291,359	-24.11%
Total Revenues	**$349,426**	**$1,701,608**	**$1,290,608**	**$1,291,359**	**-24.11%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Bond Principal	$1,042,104	$1,074,472	$1,074,472	$1,109,840	3.29%
Interest On Bonds	$249,606	$216,136	$216,136	$181,519	-16.02%
Total Expenditures	**$1,291,710**	**$1,290,608**	**$1,290,608**	**$1,291,359**	**0.06%**

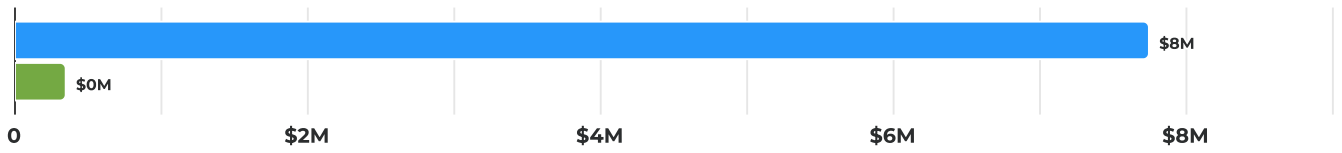
Capital Improvement Fund - Airport (41)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	-$149,597	-$149,597	$633
Revenues				
Total Revenues	$5,589,237	$7,367,578	$1,627,230	$8,096,325
Expenditures				
Total Expenditures	$6,093,664	$7,116,124	$1,477,000	$8,096,325
Total Revenues Less Expenditures	-$504,427	$251,454	$150,230	-
Ending Fund Balance	-$504,427	$101,857	$633	$633

Revenues by Revenue Source

FY27 Revenues by Revenue Source



Intergovernmental	$7,744,233	95.65%
Allocated Operational Costs & Contributions	$352,092	4.35%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Intergovernmental	$5,589,237	$6,902,926	$1,341,880	$7,744,233	12.19%
Allocated Operational Costs & Contributions	-	$213,200	$285,350	$352,092	65.15%
Allocated Operational Costs & Contributions from Surplus	-	$251,452	-	-	-100.00%
Total Revenues	**$5,589,237**	**$7,367,578**	**$1,627,230**	**$8,096,325**	**9.89%**

Expenditures by Object

Expenditures by Object

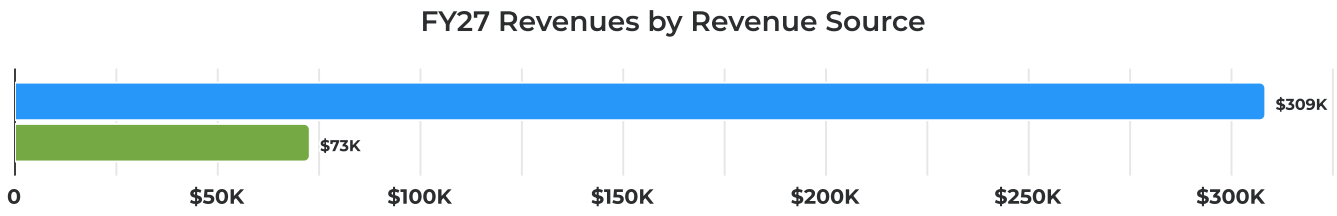
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Professional Services	$610	-	-	-	-
Capital Projects	$6,093,054	$7,116,124	$1,477,000	$8,096,325	13.77%
Total Expenditures	**$6,093,664**	**$7,116,124**	**$1,477,000**	**$8,096,325**	**13.77%**

Capital Improvement Fund (42)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$603,860	$603,860	-
Revenues				
Total Revenues	$4,368,525	$515,000	$985,885	$381,648
Expenditures				
Total Expenditures	$6,917,627	$598,697	$1,589,745	$381,648
Total Revenues Less Expenditures	-$2,549,102	-$83,697	-$603,860	-
Ending Fund Balance	-$2,549,102	$520,163	-	-

Revenues by Revenue Source



Allocated Operational Costs & Contributions	$308,648	80.87%
Intergovernmental	$73,000	19.13%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Intergovernmental	-	-	-	$73,000	-
Other Revenues	$700,000	-	-	-	-
Allocated Operational Costs & Contributions	$3,668,525	$515,000	$985,885	$308,648	-40.07%
Total Revenues	**$4,368,525**	**$515,000**	**$985,885**	**$381,648**	**-25.89%**

Expenditures by Object

Expenditures by Object

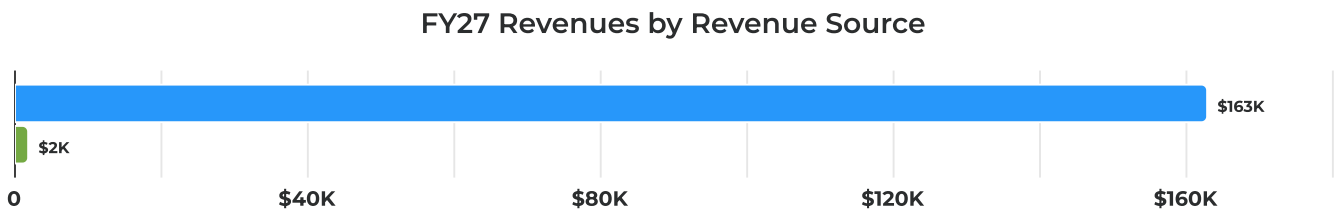
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Professional Services	$23,348	-	$26,300	-	-
Transfer To Other Funds	$876,000	$164,697	$164,697	$164,697	-
Buildings & Land	$5,184,474	$70,000	$1,297,000	$143,951	105.64%
Improvements Other Than Buildi	$833,805	$364,000	$101,748	$73,000	-79.95%
Total Expenditures	**$6,917,627**	**$598,697**	**$1,589,745**	**$381,648**	**-36.25%**

Public Safety Impact Fee Fund (43)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$14,144	$14,144	$16,144
Revenues				
Total Revenues	$184,828	$133,886	$202,000	$165,000
Expenditures				
Total Expenditures	$255,000	$165,000	$200,000	$165,000
Total Revenues Less Expenditures	-$70,172	-$31,114	$2,000	-
Ending Fund Balance	-$70,172	-$16,970	$16,144	$16,144

Revenues by Revenue Source



Other Revenues	$163,000	98.79%
Interest	$2,000	1.21%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$5,108	$2,000	$2,000	$2,000	-
Other Revenues	$179,720	$131,886	$200,000	$163,000	23.59%
Total Revenues	**$184,828**	**$133,886**	**$202,000**	**$165,000**	**23.24%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Principal	$255,000	$165,000	$200,000	$165,000	-

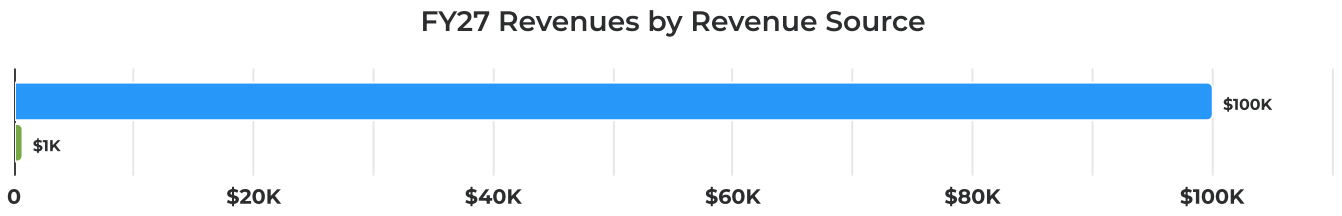
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Total Expenditures	**$255,000**	**$165,000**	**$200,000**	**$165,000**	**-**

CRA Fund (44)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$38,877	$38,877	$78,127
Revenues				
Total Revenues	$877,793	$120,750	$2,320,750	$100,750
Expenditures				
Total Expenditures	$886,067	$40,000	$2,281,500	$40,000
Total Revenues Less Expenditures	-$8,274	$80,750	$39,250	$60,750
Ending Fund Balance	-$8,274	$119,627	$78,127	$138,877

Revenues by Revenue Source



Property Taxes **$100,000** 99.26%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Property Taxes	-	$100,000	$100,000	$100,000	-
Intergovernmental	-	$20,000	$20,000	-	-100.00%
Interest	$1,793	$750	$750	$750	-
Allocated Operational Costs & Contributions from Surplus	$876,000	-	$2,200,000	-	-
Total Revenues	**$877,793**	**$120,750**	**$2,320,750**	**$100,750**	**-16.56%**

Expenditures by Object

Expenditures by Object

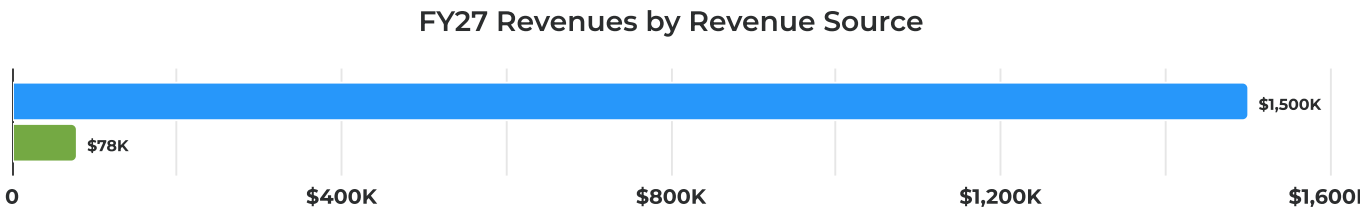
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Professional Services	$10,067	$40,000	$120,500	$40,000	-
Building	$876,000	-	-	-	-
Land Purchases	-	-	$2,161,000	-	-
Total Expenditures	**$886,067**	**$40,000**	**$2,281,500**	**$40,000**	**-**

Capital Improvement Fund - Streets (46)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$3,056,385	$3,056,385	$2,678,719
Revenues				
Total Revenues	$1,076,571	$1,357,106	$2,115,000	$1,578,000
Expenditures				
Total Expenditures	$961,949	$3,330,377	$2,392,666	$1,585,134
Total Revenues Less Expenditures	$114,622	-$1,973,271	-$277,666	-$7,134
Ending Fund Balance	$114,622	$1,083,114	$2,778,719	$2,671,586

Revenues by Revenue Source



Other Revenues	$1,500,000	95.06%
Interest	$78,000	4.94%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$123,102	$57,000	$100,000	$78,000	36.84%
Other Revenues	$953,469	$1,300,106	$2,015,000	$1,500,000	15.38%
Total Revenues	**$1,076,571**	**$1,357,106**	**$2,115,000**	**$1,578,000**	**16.28%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improvements Other Than Buildi	$929,679	$3,312,711	$2,375,000	$1,567,500	-52.68%

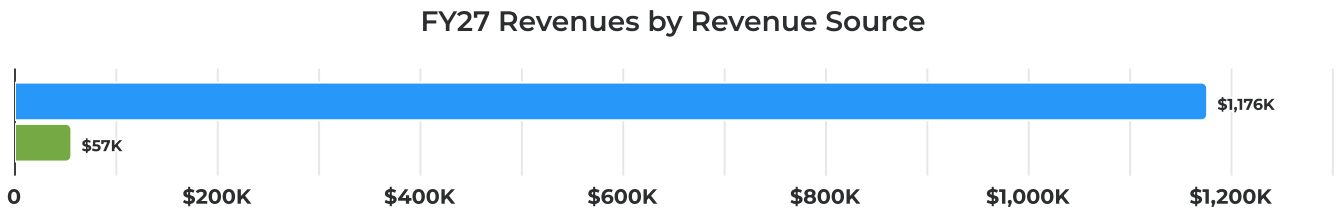
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Professional & Technical Servi	$11,613	-	-	-	-
Transfer To Debt Service - Principal	$16,763	$13,910	$13,910	$14,017	0.77%
Transfer To Debt Service - Interest	$3,894	$3,756	$3,756	$3,616	-3.72%
Total Expenditures	**$961,949**	**$3,330,377**	**$2,392,666**	**$1,585,134**	**-52.40%**

Capital Improvement Fund - Parks (47)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$1,104,425	$1,104,425	$2,804,425
Revenues				
Total Revenues	$1,736,358	$1,277,315	$2,575,000	$1,233,268
Expenditures				
Total Expenditures	$4,364,406	$1,794,227	$380,000	$3,240,000
Total Revenues Less Expenditures	-$2,628,048	-$516,912	$2,195,000	-$2,006,732
Ending Fund Balance	-$2,628,048	$587,513	$3,299,425	$797,693

Revenues by Revenue Source



Other Revenues	$1,176,268	95.38%
Interest	$57,000	4.62%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$160,373	$86,000	$75,000	$57,000	-33.72%
Other Revenues	$1,575,985	$1,191,315	$2,500,000	$1,176,268	-1.26%
Total Revenues	**$1,736,358**	**$1,277,315**	**$2,575,000**	**$1,233,268**	**-3.45%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Other Funds	$695,525	-	$250,000	-	-

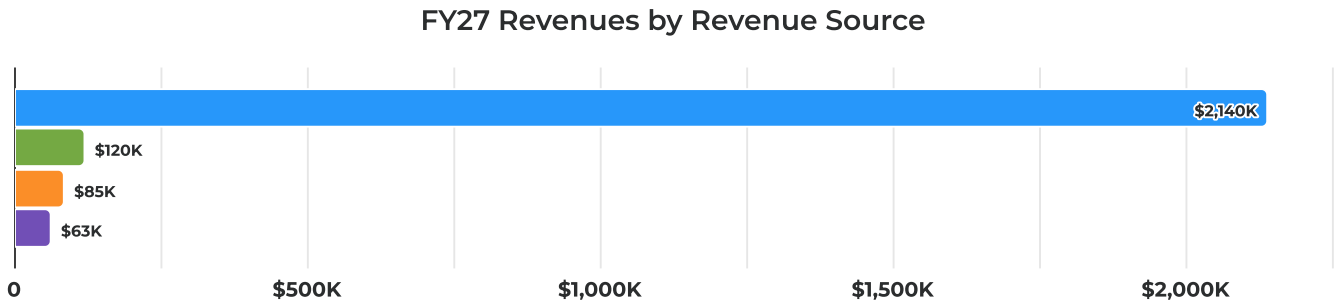
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improvements Other Than Buildi	$3,632,238	$1,794,227	$130,000	$3,240,000	80.58%
Professional & Technical Servi	$36,643	-	-	-	-
Total Expenditures	**$4,364,406**	**$1,794,227**	**$380,000**	**$3,240,000**	**80.58%**

Capital Improvement Fund - Transportation Tax (48)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$3,998,733	$3,998,733	$4,993,759
Revenues				
Total Revenues	$1,935,226	$2,273,345	$2,328,479	$2,407,845
Expenditures				
Total Expenditures	$2,337,345	$2,953,542	$286,453	$4,986,416
Total Revenues Less Expenditures	-$402,119	-$680,197	$2,042,026	-$2,578,571
Ending Fund Balance	-$402,119	$3,318,536	$6,040,759	$2,415,188

Revenues by Revenue Source



Sales Tax	$2,140,000	88.88%
Intergovernmental	$120,000	4.98%
Interest	$84,500	3.51%
Allocated Operational Costs & Contributions	$63,345	2.63%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Sales Tax	$1,792,497	$2,140,000	$2,140,000	$2,140,000	-
Intergovernmental	-	-	-	$120,000	-
Interest	$142,729	$70,000	$125,134	$84,500	20.71%
Allocated Operational Costs & Contributions	-	$63,345	$63,345	$63,345	-
Total Revenues	**$1,935,226**	**$2,273,345**	**$2,328,479**	**$2,407,845**	**5.92%**

Expenditures by Object

Expenditures by Object

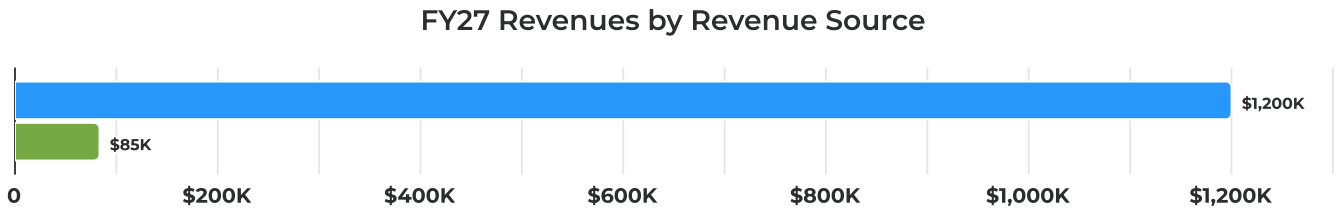
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Road Maintenance/Construction	$1,837,345	$2,667,089	-	$4,699,000	76.18%
Transfer To Capital Projects (42)	$500,000	-	-	-	-
Transfer To Debt Service	-	$286,453	$286,453	$287,416	0.34%
Total Expenditures	**$2,337,345**	**$2,953,542**	**$286,453**	**$4,986,416**	**68.83%**

Capital Improvement Fund - Class C Road (49)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$2,497,363	$2,497,363	$3,109,563
Revenues				
Total Revenues	$1,409,269	$1,294,000	$1,277,200	$1,285,000
Expenditures				
Total Expenditures	$1,674,560	$665,000	$665,000	$665,000
Total Revenues Less Expenditures	-$265,291	$629,000	$612,200	$620,000
Ending Fund Balance	-$265,291	$3,126,363	$3,109,563	$3,729,563

Revenues by Revenue Source



Other Taxes	$1,200,000	93.39%
Interest	$85,000	6.61%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Taxes	$1,262,801	$1,200,000	$1,200,000	$1,200,000	-
Interest	$146,468	$94,000	$77,200	$85,000	-9.57%
Total Revenues	**$1,409,269**	**$1,294,000**	**$1,277,200**	**$1,285,000**	**-0.70%**

Expenditures by Object

Expenditures by Object

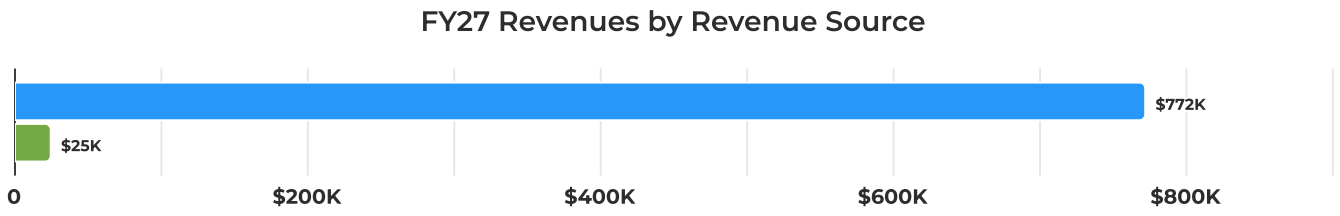
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Prof. & Technical Services	$1,560	-	-	-	-
Transfer To Debt Service - Principal	-	$665,000	$665,000	$665,000	-
Transfer To Other Fund	$1,673,000	-	-	-	-
Total Expenditures	**$1,674,560**	**$665,000**	**$665,000**	**$665,000**	**-**

North Village Street Impact Fee Fund (50)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$713,654	$713,654	$744,654
Revenues				
Total Revenues	$713,654	$374,750	$870,000	$797,242
Expenditures				
Total Expenditures	-	$1,432,409	$839,000	$1,183,646
Total Revenues Less Expenditures	$713,654	-$1,057,659	$31,000	-$386,404
Ending Fund Balance	$713,654	-$344,005	$744,654	$358,250

Revenues by Revenue Source



Other Revenues	$772,242	96.86%
Interest	$25,000	3.14%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$24,548	$15,000	$20,000	$25,000	66.67%
Other Revenues	$689,106	$359,750	$850,000	$772,242	114.66%
Total Revenues	**$713,654**	**$374,750**	**$870,000**	**$797,242**	**112.74%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings	-	$1,432,409	$839,000	$1,183,646	-17.37%

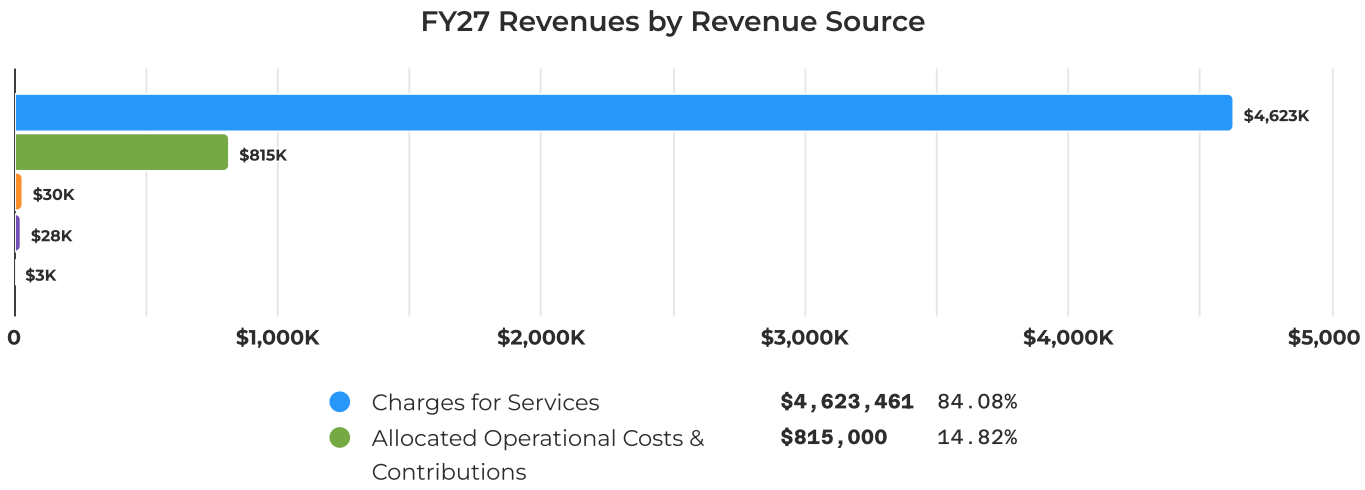
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Total Expenditures	**-**	**$1,432,409**	**$839,000**	**$1,183,646**	**-17.37%**

Culinary Water Operating Fund (51)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	-$1,798,544	-$1,798,544	$554,822
Revenues				
Total Revenues	$8,958,641	$4,254,550	$8,051,477	$5,498,961
Expenditures				
Total Expenditures	$2,642,896	$6,578,596	$5,698,111	$5,595,224
Total Revenues Less Expenditures	$6,315,745	-$2,324,046	$2,353,366	-$96,263
Ending Fund Balance	$6,315,745	-$4,122,590	$554,822	$458,559

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Charges for Services	$3,633,379	$4,083,550	$4,189,300	$4,623,461	13.22%
Fines & Forfeitures	$32,428	$28,000	$32,177	$28,000	-
Interest	$219,102	$140,000	$130,000	$29,500	-78.93%
Other Revenues	$3,054,211	$3,000	$3,000	$3,000	-
Allocated Operational Costs & Contributions	$2,019,521	-	$3,697,000	$815,000	-
Total Revenues	**$8,958,641**	**$4,254,550**	**$8,051,477**	**$5,498,961**	**29.25%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$605,587	$579,970	$583,000	$595,889	2.74%
Employee Benefits	$233,719	$216,326	$209,000	$229,625	6.15%
Fica And Medicare	$48,987	$41,163	$48,000	$50,583	22.89%
Books, Subscript & Memberships	$5,793	$6,000	$5,000	$6,673	11.22%
Public Notices	$8,726	$7,100	$7,100	$1,400	-80.28%
Travel	$2,461	$5,600	$4,500	$9,200	64.29%
Office Supplies	$1,456	$3,000	$3,000	$3,200	6.67%
Utilities	$152,503	$155,830	$173,047	$181,157	16.25%
Telephone	$16,929	$9,893	$14,393	$14,821	49.81%
Meals	$3,841	$2,000	$2,000	-	-100.00%
Insurance	$41,426	$44,840	$46,075	$50,685	13.04%
Miscellaneous	$864	-	-	$4,800	-
Equipment	$160,341	$112,250	$104,930	$42,105	-62.49%
Internal Service Charge - Fleet	-	-	-	$175,190	-
Internal Service Charge - Admin	$18,143	$21,380	$23,890	$22,810	6.69%
Overtime	$43,246	$39,952	$52,000	$28,438	-28.82%
Equip. Supplies & Maintenance	$2,795	$8,000	$6,000	$8,000	-
Training	$2,556	$9,660	$7,500	$10,760	11.39%
Special Supplies	$78,380	$100,000	$87,000	$100,000	-
Uniform Allowance	$7,029	$9,000	$8,500	$11,000	22.22%
Buildings & Grounds	$7,587	$10,500	$8,000	$9,500	-9.52%
Unemployment	$303	-	-	-	-
Gasoline & Oil	$19,840	$19,000	$16,000	$19,000	-
Improv. Other Than Buildings	$2,128	-	-	-	-
Transfer To Debt Service - Principal	$21,810	$604,980	$604,980	$612,150	1.19%
Interest Expense	$182,572	-	-	-	-
Paying Agents Fees	$38,238	-	-	-	-
Professional Services	$196,551	$117,358	$200,000	$154,698	31.82%
Internal Service Charge-It	$18,805	$18,600	$18,600	$43,900	136.02%
Transfer To Pressurized Irrigation (55)	-	-	$2,511,000	$815,000	-
Transfers - To General Fund Indirect Salaries	$374,111	$428,868	$412,000	$468,467	9.23%
Transfers - To General Fund Indirect Benefit	$127,178	$106,730	$142,000	$125,081	17.19%

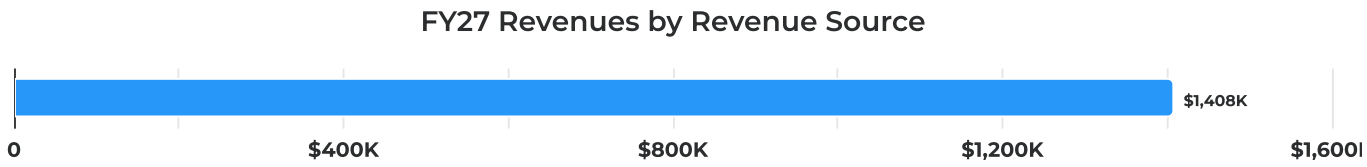
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer - To Debt Service - Interest	$188,724	$364,596	$364,596	$357,091	-2.06%
Transfer - Culinary Water Capital (66)	-	$3,500,000	-	$1,408,000	-59.77%
Bank Fees	$30,267	$36,000	$36,000	$36,000	-
Total Expenditures	**$2,642,896**	**$6,578,596**	**$5,698,111**	**$5,595,224**	**-14.95%**

Culinary Water Capital Fund (66)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	**$3,551,816**	**$5,064,510**	**$5,064,510**	**$1,178,710**
Revenues				
Total Revenues	**$18,394**	**$3,500,000**	**-**	**$1,408,000**
Expenditures				
Total Expenditures	**$4,641,167**	**$5,796,000**	**$3,445,800**	**$1,873,000**
Total Revenues Less Expenditures	**-$4,622,773**	**-$2,296,000**	**-$3,445,800**	**-$465,000**
Ending Fund Balance	**-$1,070,957**	**$2,768,510**	**$1,618,710**	**$713,710**

Revenues by Revenue Source



Allocated Operational Costs & Contributions **$1,408,000** 100.00%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$18,394	-	-	-	-
Allocated Operational Costs & Contributions	-	$3,500,000	-	$1,408,000	-59.77%
Total Revenues	**$18,394**	**$3,500,000**	**-**	**$1,408,000**	**-59.77%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Capital Equipment	-	$740,000	-	$100,000	-86.49%

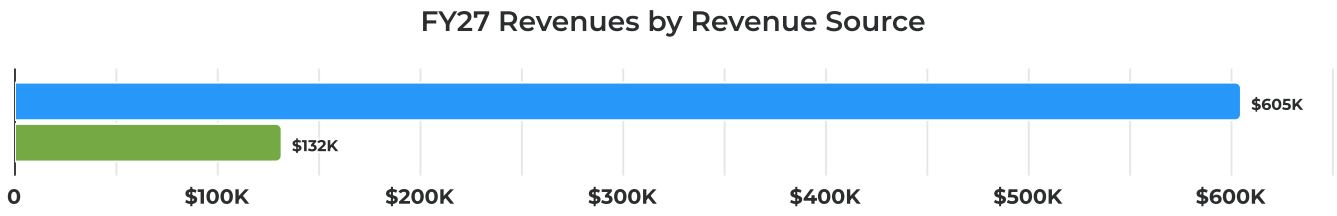
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings	$4,641,167	$5,056,000	$2,259,800	$1,773,000	-64.93%
Contributions To Culinary Water Fund	-	-	$1,186,000	-	-
Total Expenditures	**$4,641,167**	**$5,796,000**	**$3,445,800**	**$1,873,000**	**-67.68%**

Culinary Water Impact Fee Fund (56)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$3,917,600	$3,917,600	$1,927,571
Revenues				
Total Revenues	$731,366	$866,903	$731,541	$737,076
Expenditures				
Total Expenditures	$2,747,746	$2,067,281	$2,721,570	$1,641,548
Total Revenues Less Expenditures	-$2,016,380	-$1,200,378	-$1,990,029	-$904,472
Ending Fund Balance	-$2,016,380	$2,717,222	$1,927,571	$1,023,099

Revenues by Revenue Source



Other Revenues	$605,076	82.09%
Interest	$132,000	17.91%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$168,771	$147,000	$132,567	$132,000	-10.20%
Other Revenues	$562,595	$719,903	$598,974	$605,076	-15.95%
Total Revenues	**$731,366**	**$866,903**	**$731,541**	**$737,076**	**-14.98%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Principal	$9,038	$9,110	$9,110	$9,180	0.77%

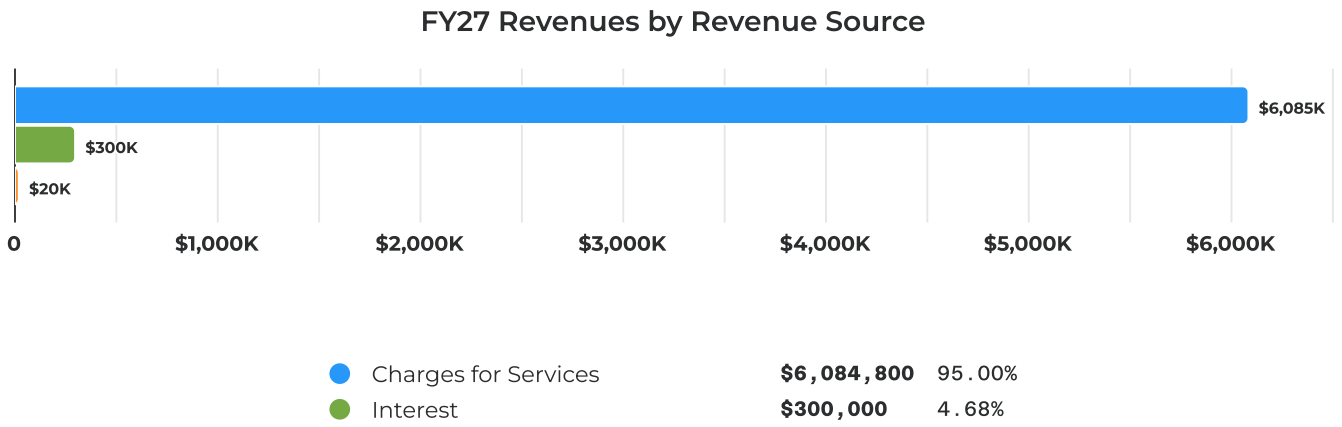
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Interest	$2,550	$2,460	$2,460	$2,368	-3.74%
Improvements Other Than Buildings	$716,637	$2,055,711	$199,000	$815,000	-60.35%
Contributions To Culinary Water Fund	$2,019,521	-	$2,511,000	$815,000	-
Total Expenditures	**$2,747,746**	**$2,067,281**	**$2,721,570**	**$1,641,548**	**-20.59%**

Sewer Operating Fund (52)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$3,106,287	$3,106,287	$529,749
Revenues				
Total Revenues	$12,478,638	$6,082,400	$6,375,786	$6,404,800
Expenditures				
Total Expenditures	$4,333,377	$10,511,925	$8,952,324	$6,743,379
Total Revenues Less Expenditures	$8,145,261	-$4,429,525	-$2,576,538	-$338,579
Ending Fund Balance	$8,145,261	-$1,323,238	$529,749	$191,170

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Charges for Services	$5,922,673	$5,616,400	$6,018,461	$6,084,800	8.34%
Fines & Forfeitures	$20,556	$26,000	$17,325	$20,000	-23.08%
Interest	$542,684	$440,000	$340,000	$300,000	-31.82%
Other Revenues	$5,900,000	-	-	-	-
Allocated Operational Costs & Contributions	$92,725	-	-	-	-
Total Revenues	**$12,478,638**	**$6,082,400**	**$6,375,786**	**$6,404,800**	**5.30%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$401,413	$614,821	$560,000	$566,789	-7.81%
Employee Benefits	$135,332	$205,318	$191,000	$210,712	2.63%
Fica And Medicare	$31,266	$43,562	$43,000	$43,774	0.49%
Public Notices	$11,148	$7,000	$6,000	-	-100.00%
Travel	$3,076	$4,500	$3,800	$6,200	37.78%
Office Supplies	$1,591	$3,200	$3,100	$3,200	-
Utilities	$11,299	$13,480	$11,306	$14,186	5.24%
Telephone	$7,752	$6,733	$8,191	$9,809	45.69%
Meals	$4,753	$2,400	$2,400	$3,000	25.00%
Insurance	$45,175	$49,010	$48,175	$52,995	8.13%
Miscellaneous	$1,048	$1,007,150	$1,500	$6,000	-99.40%
Equipment	$150,729	$520,200	$503,300	$67,080	-87.10%
Internal Service Charge - Fleet	-	-	-	$246,860	-
Overtime	$13,877	$28,564	$9,000	$24,068	-15.74%
Professional Services	$30,429	$33,010	$33,000	$51,010	54.53%
Equip. Supplies & Maintenance	$12,364	$7,000	$5,000	$7,000	-
Training	$14,220	$14,250	$10,000	$13,525	-5.09%
Special Supplies	$3,812	$20,000	$16,000	$20,000	-
Uniform Allowance	$8,162	$10,000	$9,500	$10,000	-
Buildings & Grounds	$9,374	$10,500	$7,500	$10,500	-
Books, Subscriptions & Memberships	$2,004	$4,525	$4,000	$4,525	-
Gasoline & Oil	$21,745	$19,500	$16,500	$19,000	-2.56%
Transfer To Debt Service - Principal	$518,821	$642,109	$642,109	$653,419	1.76%
Transfer To Debt Service - Interest	$241,742	$419,250	$419,250	$434,201	3.57%
Interest Expense	$5,840	-	-	-	-
Debt Service Reserve Fund	-	$166,419	$166,419	-	-100.00%
Paying Agents Fees	$37,238	-	-	-	-
Internal Service - It	$13,432	$24,800	$24,800	$56,600	128.23%
Internal Service - Admin	$12,960	$28,170	$31,520	$29,980	6.43%
Operating Charges H.V.S.S.D.	$2,088,610	$2,076,260	$2,155,954	$2,159,800	4.02%
Transfers To General Fund - Indirect Salaries	$344,140	$392,877	$396,000	$435,438	10.83%
Transfers To General Fund - Indirect	$116,998	$98,318	$134,000	$118,507	20.53%

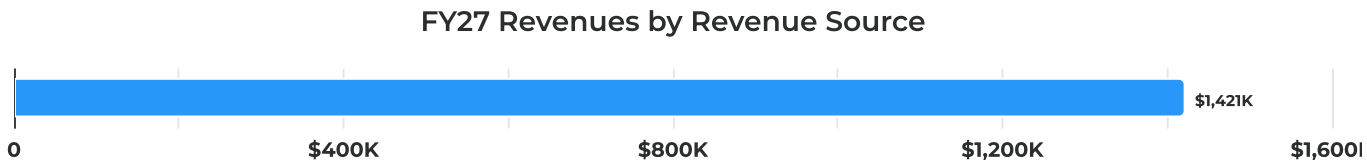
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Benefits					
Transfer - Waste Water Capital (67)	-	$4,000,000	$3,451,000	$1,421,000	-64.47%
Bank Fees	$33,027	$39,000	$39,000	$44,200	13.33%
Total Expenditures	**$4,333,377**	**$10,511,925**	**$8,952,324**	**$6,743,379**	**-35.85%**

Sewer Capital Fund (67)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	**$6,494,238**	**$7,784,935**	**$7,784,935**	**$7,127,485**
Revenues				
Total Revenues	**$5,217**	**$4,000,000**	**$3,451,000**	**$1,421,000**
Expenditures				
Total Expenditures	**$7,004,876**	**$8,825,000**	**$4,108,450**	**$570,500**
Total Revenues Less Expenditures	**-$6,999,659**	**-$4,825,000**	**-$657,450**	**$850,500**
Ending Fund Balance	**-$505,421**	**$2,959,935**	**$7,127,485**	**$7,977,985**

Revenues by Revenue Source



Allocated Operational Costs & Contributions **$1,421,000** 100.00%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$5,217	-	-	-	-
Allocated Operational Costs & Contributions	-	$4,000,000	$3,451,000	$1,421,000	-64.47%
Total Revenues	**$5,217**	**$4,000,000**	**$3,451,000**	**$1,421,000**	**-64.47%**

Expenditures by Object

Expenditures by Object

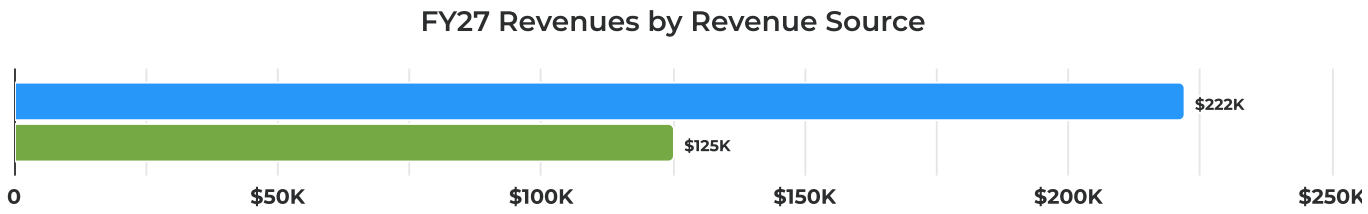
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings`	$7,004,876	$8,825,000	$4,108,450	$570,500	-93.54%
Total Expenditures	**$7,004,876**	**$8,825,000**	**$4,108,450**	**$570,500**	**-93.54%**

Sewer Impact Fee Fund (57)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$3,499,644	$3,499,644	$3,230,805
Revenues				
Total Revenues	$586,386	$480,288	$725,000	$346,960
Expenditures				
Total Expenditures	$103,832	$2,961,839	$598,839	$1,799,069
Total Revenues Less Expenditures	$482,554	-$2,481,551	$126,161	-$1,452,109
Ending Fund Balance	$482,554	$1,018,093	$3,625,805	$1,778,696

Revenues by Revenue Source



Other Revenues	$221,960	63.97%
Interest	$125,000	36.03%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$132,438	$116,000	$125,000	$125,000	7.76%
Other Revenues	$453,948	$364,288	$600,000	$221,960	-39.07%
Total Revenues	**$586,386**	**$480,288**	**$725,000**	**$346,960**	**-27.76%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Principal	$8,663	$8,731	$8,731	$8,799	0.78%

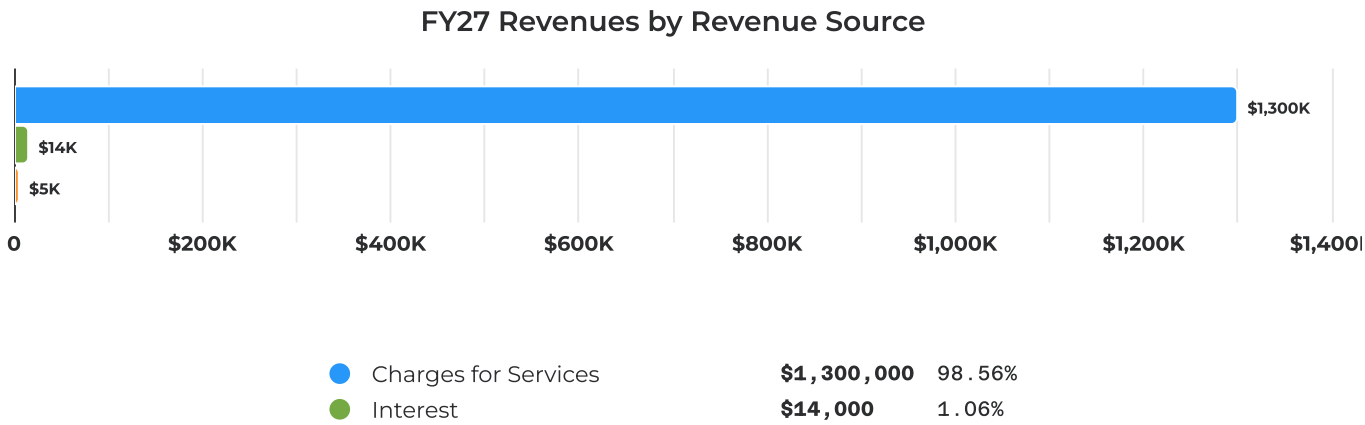
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Interest	$2,444	$2,358	$2,358	$2,270	-3.73%
Improvements Other Than Buildings	-	$2,950,750	$587,750	$1,788,000	-39.41%
Contributions To Waste Water Fund	$92,725	-	-	-	-
Total Expenditures	**$103,832**	**$2,961,839**	**$598,839**	**$1,799,069**	**-39.26%**

Storm Water Operating Fund (54)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$763,946	$763,946	$290,878
Revenues				
Total Revenues	$1,203,691	$1,164,482	$1,463,972	$1,319,000
Expenditures				
Total Expenditures	$782,800	$1,393,764	$1,937,040	$1,416,043
Total Revenues Less Expenditures	$420,891	-$229,282	-$473,068	-$97,043
Ending Fund Balance	$420,891	$534,664	$290,878	$193,835

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Charges for Services	$1,177,402	$1,144,800	$1,438,120	$1,300,000	13.56%
Fines & Forfeitures	$5,985	$6,000	$4,836	$5,000	-16.67%
Interest	$20,304	$13,682	$21,016	$14,000	2.32%
Total Revenues	**$1,203,691**	**$1,164,482**	**$1,463,972**	**$1,319,000**	**13.27%**

Expenditures by Object

Expenditures by Object

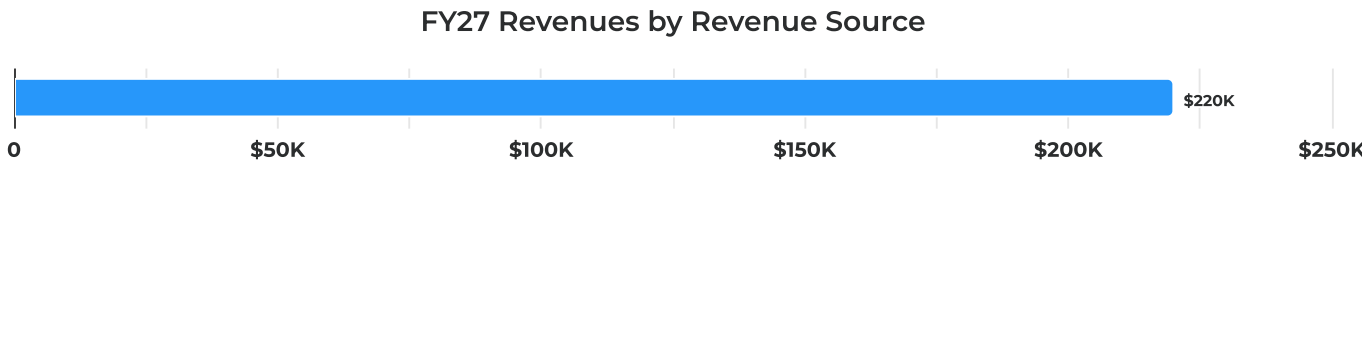
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$279,813	$451,003	$400,000	$409,443	-9.22%
Employee Benefits	$95,355	$143,967	$135,000	$153,342	6.51%
Fica And Medicare	$22,326	$27,274	$31,000	$30,466	11.70%
Books, Subscript & Memberships	$601	$875	$875	$855	-2.29%
Public Notices	$3,636	$2,100	$2,100	-	-100.00%
Travel	$1,025	$1,200	$1,000	$1,900	58.33%
Office Supplies	$506	$1,200	$1,100	$1,200	-
Utilities	$3,768	$4,510	$3,782	$4,752	5.37%
Telephone	$2,523	$2,891	$2,493	$4,324	49.57%
Prof. & Technical Services	$66,310	$137,170	$115,000	$146,670	6.93%
Meals	$1,620	$1,000	$1,000	-	-100.00%
Insurance	$8,565	$9,290	$9,510	$10,465	12.65%
Miscellaneous	$524	$291,121	-	$2,000	-99.31%
Equipment	$57,196	$35,840	$32,440	$16,727	-53.33%
Internal Service Charge - Fleet	-	-	-	$106,960	-
Internal Service Charge - It	$5,373	$9,300	$9,300	$39,000	319.35%
Internal Service Charge - Admin	$5,184	$10,490	$11,750	$11,010	4.96%
Overtime	$16,799	$20,059	$10,500	$15,952	-20.47%
Training	$1,771	$3,950	$2,500	$4,575	15.82%
Special Supplies	$8,075	$10,000	$8,000	$10,000	-
Uniform Allowance	$4,479	$6,000	$5,600	$6,195	3.25%
Buildings & Grounds	$3,125	$4,000	$3,500	$4,000	-
Gasoline & Oil	$5,258	$6,200	$3,800	$6,200	-
Equipment Maintenance	$500	$2,500	$2,000	$2,500	-
Transfer To Debt Service - Principal	$17,024	$17,157	$17,157	$17,290	0.78%
Transfer To Debt Service - Interest	$4,803	$4,633	$4,633	$4,461	-3.72%
Transfers To General Fund - Indirect Salaries	$106,276	$120,776	$110,000	$125,312	3.76%
Transfers To General Fund - Benefits	$36,021	$30,258	-	$31,444	3.92%
Transfer - Stormwater Capital (68)	-	$10,000	$984,000	$220,000	2,100.00%
Bank Fees	$24,344	$29,000	$29,000	$29,000	-
Total Expenditures	**$782,800**	**$1,393,764**	**$1,937,040**	**$1,416,043**	**1.60%**

Storm Water Capital Fund (68)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	-$225,460	-$225,460	$727,390
Revenues				
Total Revenues	$726	$10,000	$984,000	$220,000
Expenditures				
Total Expenditures	$293,641	$5,000	$31,150	$177,500
Total Revenues Less Expenditures	-$292,915	$5,000	$952,850	$42,500
Ending Fund Balance	-$292,915	-$220,460	$727,390	$769,890

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$726	-	-	-	-
Allocated Operational Costs & Contributions	-	$10,000	$984,000	$220,000	2,100.00%
Total Revenues	**$726**	**$10,000**	**$984,000**	**$220,000**	**2,100.00%**

Expenditures by Object

Expenditures by Object

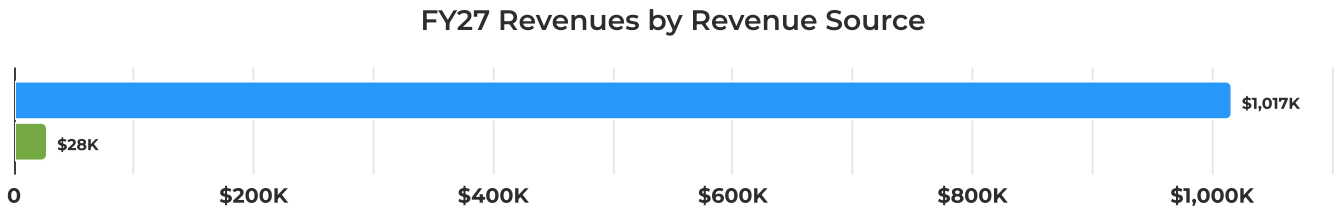
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings	$293,641	$5,000	$31,150	$177,500	3,450.00%
Total Expenditures	**$293,641**	**$5,000**	**$31,150**	**$177,500**	**3,450.00%**

North Village Storm Water Impact Fee Fund (60)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$1,125,539	$1,125,539	$2,090,539
Revenues				
Total Revenues	$884,545	$498,650	$965,000	$1,044,012
Expenditures				
Total Expenditures	-	$1,957,666	-	$3,098,200
Total Revenues Less Expenditures	$884,545	-$1,459,016	$965,000	-$2,054,188
Ending Fund Balance	$884,545	-$333,477	$2,090,539	$36,351

Revenues by Revenue Source



Other Revenues	$1,016,512	97.37%
Interest	$27,500	2.63%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$36,145	$25,000	$35,000	$27,500	10.00%
Other Revenues	$848,400	$473,650	$930,000	$1,016,512	114.61%
Total Revenues	**$884,545**	**$498,650**	**$965,000**	**$1,044,012**	**109.37%**

Expenditures by Object

Expenditures by Object

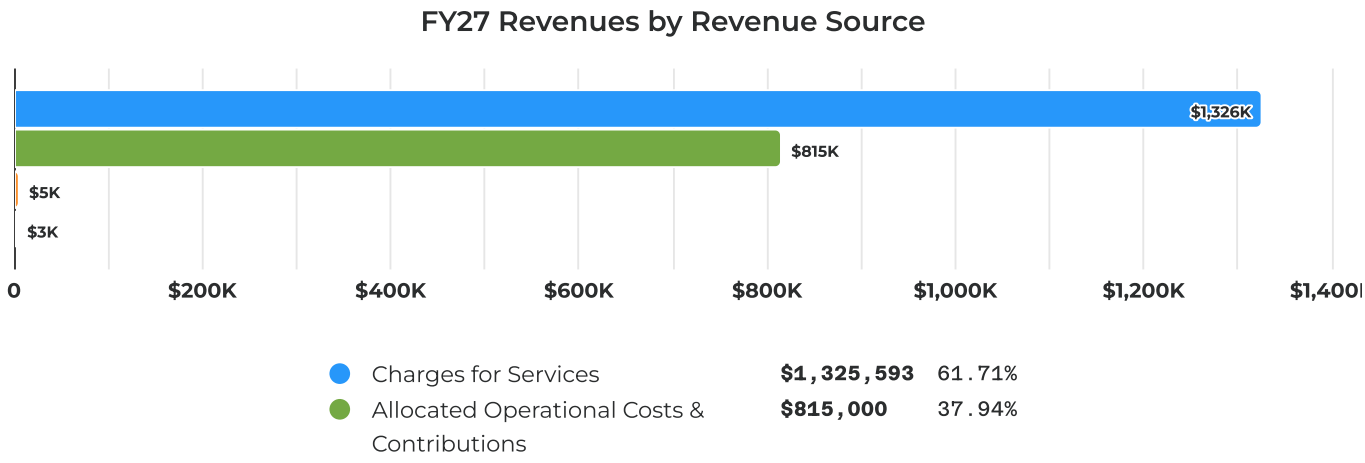
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings	-	$1,957,666	-	$3,098,200	58.26%
Total Expenditures	**-**	**$1,957,666**	**-**	**$3,098,200**	**58.26%**

Pressurized Irrigation Operating Fund (55)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	-$897,966	-$897,966	$480,016
Revenues				
Total Revenues	$5,185,208	$3,385,900	$6,412,516	$2,148,093
Expenditures				
Total Expenditures	$904,200	$4,480,559	$5,034,534	$2,539,543
Total Revenues Less Expenditures	$4,281,008	-$1,094,659	$1,377,982	-$391,450
Ending Fund Balance	$4,281,008	-$1,992,625	$480,016	$88,566

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Charges for Services	$1,217,592	$1,322,900	$1,263,886	$1,325,593	0.20%
Intergovernmental	$1,433,425	$1,980,000	$2,536,982	-	-100.00%
Fines & Forfeitures	$7,041	$7,000	$5,865	$5,000	-28.57%
Interest	$132,678	$76,000	$94,783	$2,500	-96.71%
Other Revenues	$1,343,000	-	-	-	-
Allocated Operational Costs & Contributions	$1,051,472	-	$2,511,000	$815,000	-
Total Revenues	**$5,185,208**	**$3,385,900**	**$6,412,516**	**$2,148,093**	**-36.56%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$246,410	$233,520	$193,000	$231,272	-0.96%
Employee Benefits	$92,997	$85,548	$75,000	$85,635	0.10%
Fica And Medicare	$19,624	$16,036	$16,000	$18,581	15.87%
Books, Subscript & Memberships	$361	$605	$600	$606	0.17%
Public Notices	$2,181	$1,700	$1,000	$500	-70.59%
Travel	$615	$1,000	$800	$1,300	30.00%
Office Supplies	$355	$1,400	$1,400	$1,400	-
Utilities	$2,262	$2,730	$2,270	$2,860	4.76%
Telephone	$1,929	$1,617	$1,717	$2,145	32.65%
Meals	$1,020	$500	$500	$1,000	100.00%
Insurance	$102	$110	$105	$115	4.55%
Miscellaneous	$249	$351,475	-	$1,200	-99.66%
Equipment	$26,990	$12,800	$12,720	$6,676	-47.84%
Internal Service Charge - Fleet	-	-	-	$67,980	-
Overtime	$13,494	$16,004	$9,000	$10,379	-35.15%
Professional Services	$98,275	$67,402	$112,000	$75,380	11.84%
Equip. Supplies & Maintenance	$504	$2,000	$1,700	$2,000	-
Training	$588	$1,390	$1,390	$1,665	19.78%
Special Supplies	$13,937	$9,000	$8,500	$9,000	-
Uniform Allowance	$3,714	$5,000	$4,500	$5,059	1.18%
Buildings & Grounds	$1,963	$2,500	$2,300	$2,500	-
Gasoline & Oil	$4,235	$4,200	$3,200	$4,200	-
Transfer To Debt Service - Principal	$119,443	$334,169	$269,462	$272,482	-18.46%
Transfer To Debt Service - Interest	$85,171	$80,840	$80,840	$78,050	-3.45%
Paying Agents Fees	$35,976	-	-	-	-
Internal Service - Admin	$2,592	$6,900	$7,730	$7,270	5.36%
Internal Service - It Charge	$2,686	$6,200	$6,200	$12,800	106.45%
Contribution To General Fund - Indirect Salaries	$87,556	$99,885	$91,000	$103,642	3.76%
Contribution To General Fund - Indirect Benefits	$29,233	$24,428	$33,000	$25,247	3.35%
Transfer To Pressurized Irrigation Capital (69)	-	$3,100,000	$4,087,000	$1,497,000	-51.71%

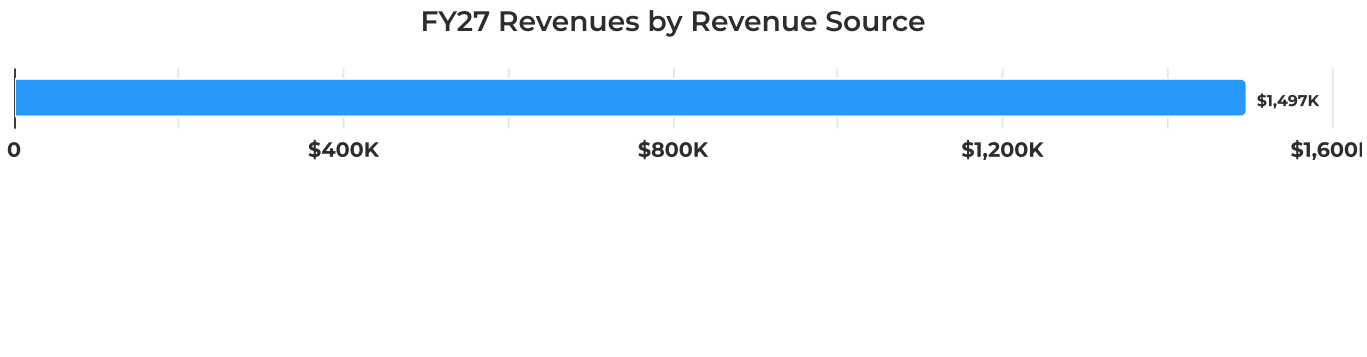
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Bank Fees	$9,738	$11,600	$11,600	$11,600	-
Total Expenditures	**$904,200**	**$4,480,559**	**$5,034,534**	**$2,539,543**	**-43.32%**

Pressurized Irrigation Capital Fund (69)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$2,738,029	$2,738,029	$1,135,329
Revenues				
Total Revenues	$436	$3,100,000	$4,087,000	$1,497,000
Expenditures				
Total Expenditures	$4,550,953	$4,082,999	$5,689,700	$1,343,500
Total Revenues Less Expenditures	-$4,550,517	-$982,999	-$1,602,700	$153,500
Ending Fund Balance	-$4,550,517	$1,755,030	$1,135,329	$1,288,829

Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$436	-	-	-	-
Allocated Operational Costs & Contributions	-	$3,100,000	$4,087,000	$1,497,000	-51.71%
Total Revenues	**$436**	**$3,100,000**	**$4,087,000**	**$1,497,000**	**-51.71%**

Expenditures by Object

Expenditures by Object

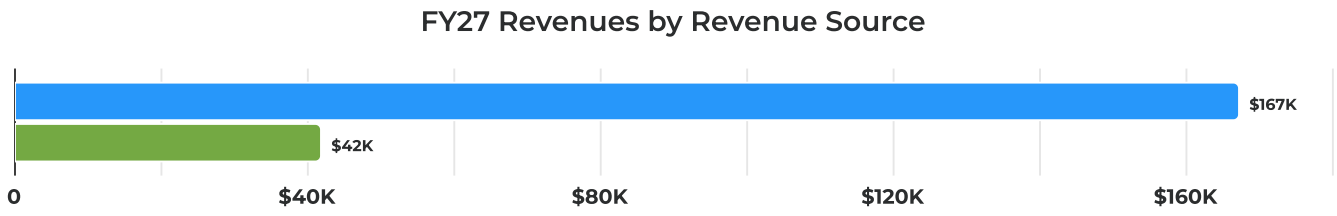
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Improv. Other Than Buildings	$4,550,953	$4,082,999	$5,689,700	$1,343,500	-67.10%
Total Expenditures	**$4,550,953**	**$4,082,999**	**$5,689,700**	**$1,343,500**	**-67.10%**

Pressurized Irrigation Impact Fee Fund (58)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$1,320,118	$1,320,118	$1,501,821
Revenues				
Total Revenues	$221,279	$258,941	$208,000	$209,252
Expenditures				
Total Expenditures	$522,536	$381,597	$26,297	$572,293
Total Revenues Less Expenditures	-$301,257	-$122,656	$181,703	-$363,041
Ending Fund Balance	-$301,257	$1,197,462	$1,501,821	$1,138,780

Revenues by Revenue Source



Other Revenues	$167,252	79.93%
Interest	$42,000	20.07%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Interest	$50,007	$42,000	$42,000	$42,000	-
Other Revenues	$171,272	$216,941	$166,000	$167,252	-22.90%
Total Revenues	**$221,279**	**$258,941**	**$208,000**	**$209,252**	**-19.19%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Principal	$1,013	$1,021	$1,021	$1,028	0.69%

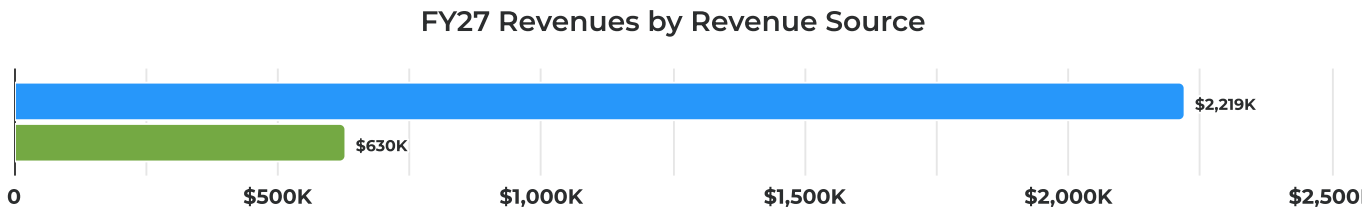
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Transfer To Debt Service - Interest	$286	$276	$276	$265	-3.99%
Improvements Other Than Buildings	$262,571	$380,300	$25,000	$571,000	50.14%
Transfer to Pressurized Irrigation Oper. Fund	$258,666	-	-	-	-
Total Expenditures	**$522,536**	**$381,597**	**$26,297**	**$572,293**	**49.97%**

Internal Service Fund (61)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$164,244	$164,244	-$552,908
Revenues				
Total Revenues	$1,925,556	$2,312,190	$2,093,186	$2,848,670
Expenditures				
Total Expenditures	$2,514,549	$2,447,402	$2,810,338	$2,469,272
Total Revenues Less Expenditures	-$588,993	-$135,212	-$717,152	$379,398
Ending Fund Balance	-$588,993	$29,032	-$552,908	-$173,510

Revenues by Revenue Source



Allocated Operational Costs & Contributions	**$2,218,670**	77.88%
Other Revenues	**$630,000**	22.12%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Other Revenues	$337,576	$629,200	$284,762	$630,000	0.13%
Allocated Operational Costs & Contributions	$1,587,980	$1,682,990	$1,808,424	$2,218,670	31.83%
Total Revenues	**$1,925,556**	**$2,312,190**	**$2,093,186**	**$2,848,670**	**23.20%**

Expenditures by Object

Expenditures by Object

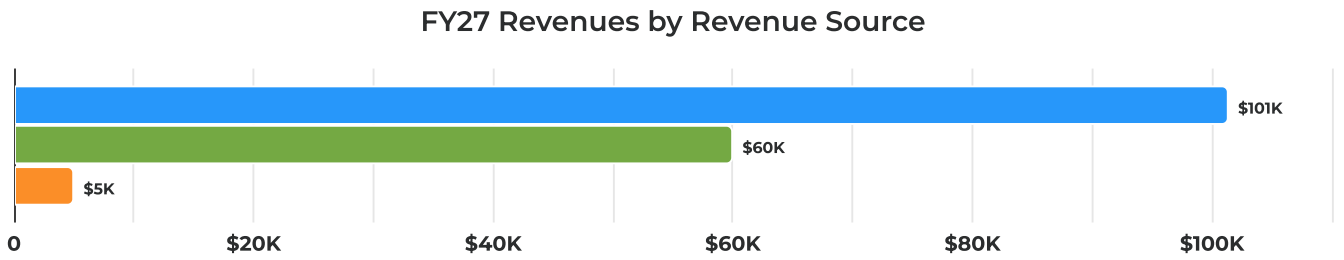
Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Salaries And Wages	$203,281	$260,021	$335,000	$351,214	35.07%
Employee Benefits	$68,837	$100,361	$120,000	$134,354	33.87%
Fica And Medicare	$15,607	$21,357	$25,500	$27,236	27.53%
Books, Subscript & Memberships	$3,315	$13,800	$13,000	$13,800	-
Travel	-	$1,100	$500	$1,100	-
Office Supplies	-	-	-	$400	-
Telephone	$720	-	$938	$168	-
Meals	-	-	-	$200	-
Equipment	$36,146	$22,500	$15,500	$22,500	-
Overtime	$4,125	$18,201	$3,200	$14,241	-21.76%
Professional Services	$28,536	$2,000	$200	$2,000	-
Equip. Supplies & Maintenance	$217,118	$290,940	$277,000	$267,000	-8.23%
Training	$26	$6,300	$2,000	$6,300	-
Special Supplies	$3,108	-	-	-	-
Uniform Allowance	$4,844	$5,000	$4,500	$5,000	-
Gasoline & Oil	$1,077	-	-	-	-
Capital Purchases	$1,927,809	$1,705,822	$2,013,000	$1,623,759	-4.81%
Total Expenditures	**$2,514,549**	**$2,447,402**	**$2,810,338**	**$2,469,272**	**0.89%**

Perpetual Care Fund (71)

Comprehensive Fund Summary

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted
Beginning Fund Balance	-	$36,102	$36,102	$240,602
Revenues				
Total Revenues	$53,240	$198,352	$204,500	$166,352
Expenditures				
Total Expenditures	$800,000	-	-	-
Total Revenues Less Expenditures	-$746,760	$198,352	$204,500	$166,352
Ending Fund Balance	-$746,760	$234,454	$240,602	$406,954

Revenues by Revenue Source



Allocated Operational Costs & Contributions	$101,352	60.93%
Charges for Services	$60,000	36.07%
Interest	$5,000	3.01%

Revenues by Revenue Source

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Charges for Services	$52,922	$60,000	$98,698	$60,000	-
Interest	$318	$37,000	$4,450	$5,000	-86.49%
Allocated Operational Costs & Contributions	-	$101,352	$101,352	$101,352	-
Total Revenues	**$53,240**	**$198,352**	**$204,500**	**$166,352**	**-16.13%**

Expenditures by Object

Expenditures by Object

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Contributions To Other Funds	$800,000	-	-	-	-
Total Expenditures	**$800,000**	**-**	**-**	**-**	**-**

Departments Summary

Organizational Structure

Authorized Positions by Department Summary

Department & Fund Relationship

Legislative Department (41)

Heber City operates under a Six-Member Council form of government, of which one member is the Mayor. The Mayor and Councilmembers are elected at large to serve four-year staggered terms. The Mayor serves as the chairperson of the Council and presides at all council meetings. The Mayor and City Council are the legislative and governing body of the City and have the duty to exercise and discharge all of the rights, powers, privileges and authority conferred upon them by State law and other laws of the City. The City Council convenes on the 1st and 3rd Tuesday of every month whereby they review and vote on the passage of all ordinances, resolutions, and other City business for the betterment of the community.

Department Responsibilities Legislative Department	
• **Provide executive leadership**	• **Enact law**
• **Vision, guidance, strategy, and long-range planning**	• **Intergovernmental relations and repre**
• **Policy setting**	• **Community engagement and citizen r**
• **Adoption of the city budget**	• **Economic development business enga**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Legislative	$324,220	$278,227	$323,404	$275,735	-0.90%
SALARIES AND WAGES	$157,426	$157,868	$160,000	$173,668	10.01%
EMPLOYEE BENEFITS	$146	$306	-	$630	105.57%
FICA AND MEDICARE	$12,043	$12,224	$12,300	$13,432	9.89%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$18,444	$19,000	$19,000	$19,000	-
TRAVEL	$3,427	$3,500	$3,500	$3,500	-
OFFICE SUPPLIES	$18	$200	$550	$200	-
UTILITIES	$926	-	-	-	-
TELEPHONE	$2,592	$3,829	$2,729	$5,180	35.28%
PROF. & TECHNICAL SERVICES	$7,310	-	-	-	-
MEALS	$5,451	$2,500	$8,000	$6,000	140.00%
ELECTION COSTS	$248	$35,000	$44,330	-	-100.00%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
INSURANCE	$2,578	$2,800	$2,840	$3,125	11.61%
MISCELLANEOUS	$1,155	$1,000	$1,000	$1,000	-
EQUIPMENT	$334	-	$155	-	-
DISCRETIONARY FUNDS	$112,122	$40,000	$69,000	$50,000	25.00%
Total Expenditures	**$324,220**	**$278,227**	**$323,404**	**$275,735**	**-0.90%**

Judicial Department (42)

The Judicial Department oversees the administration of the Heber City Justice Court, ensuring public access to court services and records. It manages the adjudication of misdemeanors, infractions, and traffic cases, as well as case processing and daily court operations. The department also provides support to defendants, victims, and attorneys, promoting an efficient and fair judicial process.

Department Responsibilities Judicial Department	
• **Administration of Heber City Justice Court**	• **Public access to court service**
• **Adjudication of misdemeanors, infractions, and traffic cases**	• **Support for defendants, victim**
• **Case processing and court operations**	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Judicial	$399,077	$411,106	$437,544	$399,403	-2.85%
SALARIES AND WAGES	$273,940	$268,842	$291,000	$246,089	-8.46%
OVERTIME	$737	$650	$1,000	$264	-59.33%
EMPLOYEE BENEFITS	$70,220	$71,006	$73,000	$68,394	-3.68%
FICA AND MEDICARE	$20,606	$20,739	$22,000	$18,879	-8.97%
BOOKS, SUBSCRIPT & MEMBERSHIP	$78	$500	$500	$400	-20.00%
TRAVEL	$1,364	$1,750	$1,750	$1,750	-
OFFICE SUPPLIES	$2,798	$3,000	$3,000	$2,000	-33.33%
EQUIP. MAINTENANCE	$959	$1,100	$1,100	$1,100	-
UTILITIES	$12,987	$12,910	$13,562	$14,382	11.40%
TELEPHONE	$682	$439	$439	$1,460	232.57%
PROFESSIONAL SERVICES	$4,130	-	-	-	-
COURT APPT. ATTNY & TRANSLATOR	$171	-	-	-	-
INSURANCE	$1,719	$1,870	$1,893	$2,085	11.50%
MISCELLANEOUS	$8,656	$8,500	$8,500	$8,500	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
BUILDING	$30	-	-	-	-
INTERNAL SERVICE CHARGE - ADMIN	-	$19,800	$19,800	$34,100	72.22%
Total Expenditures	**$399,077**	**$411,106**	**$437,544**	**$399,403**	**-2.85%**

Administrative Department (43)

The Administrative Department includes both the City Manager's Office and the Finance Office.

The City Manager's Office is the principal liaison between City Council, city departments, and Heber City citizens, which includes conducting City Council meetings; recommending adoption of measures and ordinances; and directing their enforcement. The City Manager's Office is responsible for the executive leadership, direction, oversight, and overall management of the organization. The City Manager's Office also works with intergovernmental partners to prudently and resourcefully preserve and deliver services to our community. Within the City Manager's Office is the City's Recorder who maintains, protects city records, and provides a transparent and historical accounting of City business. The City Manager's Office also provides information to residents about current City services, programs, and events.

Department Responsibilities City Manager's Office	
• **Provide leadership and management**	• **Liaison between the City Council and**
• **Recommend and implement policies**	• **Maintain, protect, and report municip**
• **Provides strategy, guidance, and philosophy**	• **Public information and citizen relatio**
• **Provides oversight and long-range planning**	• **Intergovernmental relations and affai**

The Finance Department is responsible for the preparation, development, and monitoring of the City's annual budget. The department strives to promote fiscal responsibility within the city by providing guidance in planning, analyzing, administering and monitoring the city's budget. Additionally, the Finance Department, which consists of treasury, accounts receivable, accounts payable, utility billing and business licensing, is responsible for maintaining financial records, preparing monthly and annual financial statements. We strive to provide exceptional support to the City Departments, the City Manager's Office, and City Council by providing accurate and timely reporting, analysis, and research to assist in management decision-making.

Department Responsibilities Finance Department	
• **Development of the Annual Budget**	• **Accounts payable**
• **Budget monitoring and compliance**	• **Accounts receivable**
• **Financial analysis and support**	• **Utility billing**
• **Financial reporting**	• **Business licensing**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Administrative	$1,437,255	$1,378,430	$1,443,939	$1,462,444	6.09%
SALARIES AND WAGES	$455,076	$479,994	$526,500	$567,107	18.15%
OVERTIME	$9,862	$5,680	$7,400	$9,914	74.55%
EMPLOYEE BENEFITS	$136,488	$144,375	$150,500	$177,564	22.99%
FICA AND MEDICARE	$33,999	$37,878	$39,000	$45,324	19.66%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$59,194	$6,000	$6,000	$6,100	1.67%
PUBLIC NOTICES	$2,698	$3,500	$200	$200	-94.29%
TRAVEL	$6,801	$9,200	$12,420	$18,770	104.02%
OFFICE SUPPLIES	$3,030	$4,000	$4,000	$4,000	-
EQUIP. SUPPLIES & MAINTENANCE	$6,346	$5,000	$5,000	$5,000	-
BUILDINGS & GROUNDS SUPPLIES	$480	-	-	-	-
UTILITIES	$3,642	$18,350	$15,420	$19,480	6.16%
TELEPHONE	$3,804	$3,297	$3,277	$6,310	91.39%
GASOLINE	$29	$50	$50	$75	50.00%
PROFESSIONAL SERVICES	$426,112	$413,315	$509,000	$430,970	4.27%
TRAINING	$7,248	$9,200	$8,730	$10,990	19.46%
MEALS	$2,903	$2,720	$3,170	$3,200	17.65%
COURT APPT. ATTNY & TRANSLATOR	$32,066	$37,000	$47,000	$47,000	27.03%
SPECIAL SUPPLIES	$662	$1,500	$1,500	$1,500	-
BUSINESS LICENSING	-	$450	-	-	-100.00%
INSURANCE	$3,036	$3,290	$3,297	$3,630	10.33%
BANK FEES	$167,735	$200,000	$101,660	$101,660	-49.17%
MISCELLANEOUS	$13,415	$5,000	$5,000	$5,000	-
EQUIPMENT	$36,125	$4,690	$3,745	$4,440	-5.33%
INTERNAL SERVICE CHARGE - FLEET	$11,802	$880	$880	$3,420	288.43%
CITY MANAGER DISCRETIONARY	$43,378	$30,000	$45,500	$28,500	-5.00%
LEADERSHIP ACADEMY	$7,089	$7,000	$7,000	$7,000	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
INTERNAL SERVICE OFFSET	-$35,765	-$53,940	-$62,310	-$44,710	-17.11%
Total Expenditures	**$1,437,255**	**$1,378,430**	**$1,443,939**	**$1,462,444**	**6.09%**

General Government Buildings Department (44)

The General Government Buildings Department, under the direction of the Chief Building Inspector, is responsible for the maintenance, repair, and operation of City-owned facilities. The department ensures that City buildings are safe, functional, and well-maintained to support the delivery of public services. General Government Buildings staff coordinate facility maintenance, improvements, and custodial services to provide a clean, safe, and welcoming environment for employees and the public.

Department Responsibilities General Government Buildings Department	
• **Maintenance and repair of City facilities**	• **Building improvements and upgrade**
• **Facility operations and management**	• **Custodial services coordination**
• **Safety and accessibility compliance**	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
General Government Buildings	$305,853	$245,233	$251,927	$353,529	44.16%
SALARIES AND WAGES	$70,214	$72,534	$74,000	$125,716	73.32%
OVERTIME	$1,981	$2,025	-	$3,032	49.70%
EMPLOYEE BENEFITS	$32,148	$33,246	$33,000	$66,635	100.43%
UNIFORM ALLOWANCE	$629	$630	$630	$650	3.17%
FICA AND MEDICARE	$5,367	$5,731	$5,700	$9,904	72.82%
TRAVEL	-	-	$500	$500	-
OFFICE SUPPLIES	-	$100	$100	$100	-
EQUIP. SUPPLIES & MAINTENANCE	$1,057	$1,500	$1,500	$1,500	-
BUILDINGS & GROUNDS	$147,724	$70,000	$70,000	$70,000	-
UTILITIES	$930	-	$8,670	$9,155	-
TELEPHONE	$1,044	$807	$507	$1,447	79.31%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
GASOLINE	$245	-	-	$1,500	-
PROFESSIONAL SERVICES	$20,103	$106,700	$102,500	$152,800	43.21%
TRAINING	-	$1,500	$1,500	$1,500	-
MEALS	-	-	-	$150	-
SPECIAL SUPPLIES	$36	$5,000	$5,000	$5,000	-
INSURANCE	$17,473	$18,960	$21,820	$24,000	26.58%
EQUIPMENT	$1,593	$3,000	$3,000	$3,000	-
INTERNAL SERVICE CHARGES - FLEET	$5,309	$5,800	$5,800	$9,240	59.31%
INTERNAL SERVICE OFFSET	-	-$82,300	-$82,300	-$132,300	60.75%
Total Expenditures	**$305,853**	**$245,233**	**$251,927**	**$353,529**	**44.16%**

Attorney Department (45)

The City Attorney's Office is responsible for prosecuting criminal cases in the Heber City Justice Court. The office promotes public safety by enforcing state laws and city ordinances through the fair and effective prosecution of misdemeanor and infraction cases. The City Attorney also provides legal support to the City Manager's Office, City Council, and City Departments as needed to ensure compliance with applicable laws and regulations.

Department Responsibilities Attorney Department	
• **Prosecution of misdemeanors and infractions**	• **Support for law enforcement inves**
• **Representation in Heber City Justice Court**	• **Legal advice to Departments**
• **Legal review and enforcement of city ordinances**	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Attorney	$219,653	$208,574	$177,747	$127,163	-39.03%
SALARIES AND WAGES	$142,313	$146,488	$123,000	$89,245	-39.08%
OVERTIME	$4,165	-	-	-	-
EMPLOYEE BENEFITS	$53,211	$42,881	$37,500	$23,056	-46.23%
UNIFORM ALLOWANCE	-	$200	$200	-	-100.00%
FICA AND MEDICARE	$10,366	$10,798	$9,100	$6,846	-36.60%
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	$1,236	$750	$750	$750	-
PUBLIC NOTICES	-	$100	$100	-	-100.00%
TRAVEL	$2,929	$1,700	$1,700	$1,700	-
OFFICE SUPPLIES	$59	$250	$250	$250	-
EQUIPMENT, SUPPLIES & MAINTENANCE	$508	$900	$900	$850	-5.56%
UTILITIES	$1,443	-	-	-	-
TELEPHONE	$1,210	$1,107	$747	$967	-12.65%
FUEL	$35	-	-	-	-
PROFESSIONAL SERVICES	-	$500	$500	$1,000	100.00%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
TRAINING	$1,530	$1,800	$1,800	$1,500	-16.67%
MEALS	$391	$600	$600	$500	-16.67%
MISCELLANEOUS	-	$500	$600	$500	-
EQUIPMENT	$257	-	-	-	-
Total Expenditures	**$219,653**	**$208,574**	**$177,747**	**$127,163**	**-39.03%**

Human Resources Department (46)

The Human Resources Department supports Heber City's mission by fostering a workplace culture that attracts, develops, and retains a highly qualified workforce. Human Resources is committed to providing equitable and consistent guidance and support to City departments and employees. This includes ensuring compliance with employment laws and regulations, managing employee benefits and compensation, administering recruitment and hiring processes, and overseeing employee relations and workplace policies. Human Resources also leads professional development, training initiatives, and employee wellness efforts to promote a positive and productive work environment. Through collaboration and strategic planning, the Human Resources Department partners with leadership to align the City's workforce with organizational goals and community needs. The department also plays a key role in risk management and maintaining a safe and respectful workplace for all employees.

Department Responsibilities Human Resources Department	
• **Recruiting and onboarding**	• **Compliance with employment laws an**
• **Employee Benefits and compensation administration**	• **Risk management and workplace safe**
• **Training and professional development**	• **Performance management and evalua**
• **Employee relations and workplace policies**	• **HR data and personnel records manag**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Human Resources	$159,291	$124,435	$138,463	$169,913	36.55%
SALARIES AND WAGES	$69,562	$66,053	$67,200	$67,507	2.20%
OVERTIME	$458	-	-	-	-
EMPLOYEE BENEFITS	$31,447	$27,853	$28,300	$28,147	1.05%
FICA AND MEDICARE	$5,176	$5,075	$5,150	$5,186	2.19%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$3,539	$964	$1,213	$5,372	457.33%
PUBLIC NOTICES	-	-	$166	$166	-
TRAVEL	-	$4,429	$1,850	$2,306	-47.94%
OFFICE SUPPLIES	$908	$600	$500	$525	-12.50%
EQUIPMENT, SUPPLIES & MAINTENANCE	$2,152	-	-	-	-
UTILITIES	$463	-	-	-	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
TELEPHONE	$669	$627	$627	$967	54.23%
PROFESSIONAL SERVICES	$21,560	$6,625	$12,600	$49,125	641.51%
TRAINING	$3,954	$399	$5,400	$3,800	852.38%
MEALS	$36	-	-	$400	-
RECRUITING	$4,601	$3,010	$5,132	$4,682	55.55%
SPECIAL SUPPLIES	$21,913	$15,800	$16,870	$16,230	2.72%
EQUIPMENT	$1,151	-	$455	-	-
INTERNAL SERVICE OFFSET	-$8,298	-$7,000	-$7,000	-$14,500	107.14%
Total Expenditures	**$159,291**	**$124,435**	**$138,463**	**$169,913**	**36.55%**

Information Technology Department (47)

The Information Technology (IT) Department is responsible for maintaining, securing, and advancing the City's technology infrastructure. The department promotes operational efficiency by supporting, planning, and implementing technology solutions. IT oversees network administration, cybersecurity, hardware and software support, telecommunications, and user training to ensure the City's systems are reliable and secure. We strive to provide exceptional service to City Departments, the City Manager's Office, and City Council by delivering timely technical support, strategic planning, and innovative solutions.

Department Responsibilities Information Technology Department	
• **Network administration and security**	• **Website and application support**
• **Hardware and software support**	• **Telecommunications management**
• **System maintenance and upgrades**	• **Technology planning and implementa**
• **Cybersecurity monitoring and response**	• **User training and support**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Information Technology	$327,880	$445,934	$425,499	$486,309	9.05%
SALARIES AND WAGES	$55,835	$58,106	$60,700	$61,995	6.69%
EMPLOYEE BENEFITS	$8,036	$8,286	$8,300	$9,647	16.42%
FICA AND MEDICARE	$4,243	$4,463	$4,650	$4,761	6.67%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$555	$34,028	$10,148	$2,958	-91.31%
TRAVEL	-	$1,000	$1,000	-	-100.00%
OFFICE SUPPLIES	-	-	-	$100	-
EQUIPMENT, SUPPLIES & MAINTENANCE	$6,691	$6,340	$6,340	$3,750	-40.85%
UTILITIES	$363	-	-	-	-
TELEPHONE	$3,188	$11,807	$12,457	$18,427	56.07%
PROFESSIONAL SERVICES	$286,632	$309,795	$309,795	$463,171	49.51%
TRAINING	-	-	-	$200	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
SPECIAL SUPPLIES	$1,325	$4,000	$4,000	$3,000	-25.00%
MISCELLANEOUS	$58	-	-	-	-
EQUIPMENT	$6,622	$70,109	$70,109	$74,300	5.98%
INTERNAL SERVICE OFFSET	-$45,668	-$62,000	-$62,000	-$156,000	151.61%
Total Expenditures	**$327,880**	**$445,934**	**$425,499**	**$486,309**	**9.05%**

Engineering Department (49)

The Engineering Department is responsible for the planning, design, and review of the City's infrastructure projects. The department supports sustainable growth and quality development by ensuring public improvements meet City standards and regulatory requirements. Engineering oversees the design and construction of streets, water, sewer, storm water, pressurized irrigation and transportation systems, and provides technical support to other City Departments. We strive to provide exceptional service to the City Manager's Office, City Council, developers, and residents by delivering professional engineering guidance, project management, and long-range planning.

Department Responsibilities Engineering Department	
• Capital project planning and management	• Transportation planning and traffic anal
• Development review and inspections	• Engineering standards development an
• Infrastructure design and construction oversight	• Technical support to city departments a
• Utility system planning	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Engineering	$289,759	$332,017	$290,714	$269,531	-18.82%
SALARIES AND WAGES	$160,198	$166,900	$143,000	$150,748	-9.68%
OVERTIME	$8	$33	$25	-	-100.00%
EMPLOYEE BENEFITS	$45,930	$48,138	$38,000	$42,543	-11.62%
FICA AND MEDICARE	$11,999	$12,798	$11,000	$11,541	-9.82%
BOOKS, SUBSCRIPTIONS & MEMBERSHIPS	$3,168	$4,100	$2,500	$3,600	-12.20%
PUBLIC NOTICES	$208	-	-	-	-
TRAVEL	$2,812	$5,050	$5,050	$6,080	20.40%
OFFICE SUPPLIES	$1,844	$2,300	$2,300	$2,400	4.35%
EQUIP. SUPPLIES & MAINTENANCE	$1,512	$1,000	$4,000	$1,900	90.00%
UTILITIES	$2,716	-	-	-	-
TELEPHONE	$4,161	$3,799	$2,839	$3,920	3.19%
PROFESSIONAL SERVICES	$39,616	$80,900	$75,000	$40,000	-50.56%
TRAINING	$1,860	$4,800	$4,800	$3,800	-20.83%
MEALS	$921	$1,200	$1,200	$2,000	66.67%
MISCELLANEOUS	$13	-	-	-	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
EQUIPMENT	$12,793	$1,000	$1,000	$1,000	-
Total Expenditures	**$289,759**	**$332,017**	**$290,714**	**$269,531**	**-18.82%**

Building Department (51)

The Building Department, under the direction of the Community Development Director, is responsible for ensuring that all construction within the City complies with adopted building codes and safety standards. The department promotes public health, safety, and welfare by reviewing plans, issuing permits, and conducting inspections for residential, commercial, and industrial projects. Building staff also assist residents, contractors, and developers by providing guidance on code requirements and construction standards. We strive to provide exceptional service to the City Manager's Office, City Council, and the public by delivering timely plan reviews, inspections, and code enforcement.

Department Responsibilities Building Department	
• **Building Plan Review**	• **Building code enforcement**
• **Permit issuance and tracking**	• **Compliance with state and loca regulations**
• **Construction inspections**	• **Coordination with developers, contractors, and residents**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Building Department	$1,245,384	$1,424,080	$1,380,525	$1,564,588	9.87%
SALARIES AND WAGES	$575,844	$609,063	$731,000	$798,192	31.05%
OVERTIME	$262	$395	$700	-	-100.00%
EMPLOYEE BENEFITS	$194,078	$338,123	$241,000	$295,725	-12.54%
UNIFORM ALLOWANCE	$1,353	$2,000	$2,500	$3,000	50.00%
FICA AND MEDICARE	$43,432	$46,624	$55,000	$61,173	31.21%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$1,563	$1,200	$1,200	$1,200	-
TRAVEL	$2,294	$5,500	$5,500	$6,500	18.18%
OFFICE SUPPLIES	$763	$700	$700	$750	7.14%
EQUIPMENT REPAIR & SUPPLIES	$556	$1,200	$1,200	$1,300	8.33%
UTILITIES	$2,716	-	-	-	-
TELEPHONE	$5,786	$4,765	$5,715	$7,717	61.95%
GASOLINE	$4,870	$5,000	$6,400	$6,700	34.00%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
PROFESSIONAL SERVICES	$374,709	$380,000	$300,000	$320,000	-15.79%
TRAINING	$3,510	$7,400	$7,400	$8,000	8.11%
MEALS	$381	$800	$900	$1,000	25.00%
SPECIAL SUPPLIES	-	$900	$900	$900	-
INSURANCE	$5,798	$6,290	$6,290	$6,920	10.02%
EQUIPMENT	$3,741	$1,100	$1,100	$1,100	-
INTERNAL SERVICE CHARGE - FLEET	$23,728	$13,020	$13,020	$44,410	241.09%
Total Expenditures	**$1,245,384**	**$1,424,080**	**$1,380,525**	**$1,564,588**	**9.87%**

Planning Department (53)

The Planning Department, under the direction of the Community Development Director, is responsible for managing the City's growth and development in accordance with the General Plan and land use regulations. The department promotes a well-planned, sustainable community by reviewing development applications, processing zoning requests, and coordinating long-range planning efforts. Planning staff work closely with residents, developers, and City leaders to guide responsible land use and preserve the character of Heber City.

Department Responsibilities Planning Department	
• **General Plan and land use administration**	• **Long-range planning coordination**
• **Development application review**	• **Stakeholder collaboration**
• **Zoning and land use processing**	• **Sustainable growth and character preserva**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Planning Department	$741,721	$908,063	$867,335	$904,695	-0.37%
SALARIES AND WAGES	$380,565	$431,197	$408,000	$450,744	4.53%
OVERTIME	$511	$5,166	$150	$163	-96.84%
EMPLOYEE BENEFITS	$131,852	$149,663	$140,000	$156,380	4.49%
UNIFORM ALLOWANCE	$57	$250	$250	$300	20.00%
FICA AND MEDICARE	$28,008	$33,051	$30,000	$34,531	4.48%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$1,956	$3,600	$3,600	$3,800	5.56%
PUBLIC NOTICES	$41	$2,000	$2,000	$2,000	-
TRAVEL	$4,302	$30,500	$30,500	$10,000	-67.21%
OFFICE SUPPLIES	$1,065	$2,000	$2,000	$2,000	-
EQUIP. SUPPLIES & MAINTENANCE	$2,539	$3,000	$3,000	$3,000	-
UTILITIES	$2,253	-	-	-	-
TELEPHONE	$2,911	$1,565	$2,485	$2,907	85.75%
GASOLINE	$357	$500	$500	$500	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
PROFESSIONAL SERVICES	$160,589	$220,750	$220,750	$220,750	-
TRAINING	$6,140	$7,400	$7,400	$8,000	8.11%
MEALS	$4,153	$4,000	$4,000	$4,000	-
SPECIAL SUPPLIES	$393	$5,000	$5,000	$1,000	-80.00%
INSURANCE	$4,536	$4,920	$4,200	$4,620	-6.10%
EQUIPMENT	$9,493	$3,500	$3,500	-	-100.00%
Total Expenditures	**$741,721**	**$908,063**	**$867,335**	**$904,695**	**-0.37%**

Police Department (54)

The Police Department is responsible for protecting life and property, maintaining public order, and enforcing local, state, and federal laws within Heber City. The department promotes public safety through community policing, crime prevention, and responsive law enforcement services. Police staff work closely with residents, businesses, and partner agencies to foster trust, reduce crime, and enhance the quality of life in the community.

Department Responsibilities Police Department	
• **Patrol and emergency response**	• **Community policing and outreach programs**
• **Criminal investigations**	• **Crime prevention and public education**
• **Traffic enforcement and accident investigation**	• **Support for special events and emergency n**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Police Department	$6,881,101	$6,995,711	$7,105,693	$7,497,619	7.17%
SALARIES AND WAGES	$3,268,599	$3,473,284	$3,425,000	$3,483,033	0.28%
OVERTIME	$292,700	$200,373	$340,250	$251,851	25.69%
EMPLOYEE BENEFITS	$1,624,510	$1,669,316	$1,610,000	$1,687,637	1.10%
UNIFORM ALLOWANCE	$31,710	$32,200	$32,200	$34,040	5.71%
LIQUOR LAW ENFORCEMENT	$30,817	$29,000	$29,000	$29,000	-
FICA AND MEDICARE	$265,939	$276,087	$280,000	$286,055	3.61%
BOOKS, SUBSCRIPT & MEMBERSHIP	$14,412	$20,952	$20,952	$23,100	10.25%
TRAVEL & TRAINING	$46,302	$49,500	$49,500	$53,700	8.48%
OFFICE SUPPLIES & SPECIAL SUPPLIES	$33,447	$35,000	$35,000	$35,000	-
EQUIP. SUPPLIES & MAINTENANCE	$17,995	$16,475	$26,832	$22,232	34.94%
FIREARMS	$25,092	$27,010	$27,010	$76,526	183.32%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
UTILITIES & TELEPHONE	$72,953	$69,585	$79,543	$94,882	36.35%
GASOLINE & OIL	$93,857	$79,200	$84,000	$83,985	6.04%
LEGAL	$17,239	$25,000	$25,000	$25,000	-
PROFESSIONAL SERVICES	$165,917	$188,250	$185,684	$201,960	7.28%
CERT, VIPS, CROSSING GUARD	$2,259	$4,500	$4,500	$6,000	33.33%
MEALS	$7,726	$5,450	$7,000	$7,500	37.61%
EDUCATION	$10,226	$24,320	$24,320	$30,310	24.63%
GRANT EXPENDITURES	$7,866	-	$10,460	-	-
INSURANCE	$77,993	$85,300	$84,000	$92,400	8.32%
MISCELLANEOUS	$800	$5,000	$5,000	$5,000	-
ABATEMENT	$8,150	$6,000	$6,000	$6,000	-
BUILDING	$4,623	$8,000	$6,300	$7,000	-12.50%
EQUIPMENT	$98,709	$100,070	$81,692	$81,500	-18.56%
CAPITAL EQUIPMENT	$85,888	$42,620	$37,250	$84,694	98.72%
INTERNAL SERVICE CHARGE - FLEET	$575,372	$488,020	$554,000	$728,715	49.32%
INTERNAL SERVICE CHARGE - ADMIN	-	$35,200	$35,200	$60,500	71.88%
Total Expenditures	**$6,881,101**	**$6,995,711**	**$7,105,693**	**$7,497,619**	**7.17%**

Animal Control Department (55)

The Animal Control Department, under the direction of the Chief of Police, is responsible for enforcing animal-related ordinances, promoting public safety, and protecting the welfare of animals within Heber City. The department responds to animal-related incidents, investigates complaints, and provides education to the community. Animal Control staff work closely with residents to ensure responsible pet ownership and to address public health and safety concerns.

Department Responsibilities Animal Control Department	
• **Enforcement of animal ordinances**	• **Animal capture, care and shelter coordinatio**
• **Response to animal-related incidents**	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Animal Control	$382,880	$429,019	$414,927	$460,698	7.38%
SALARIES AND WAGES	$216,675	$248,099	$241,000	$262,816	5.93%
OVERTIME	$4,560	$5,100	$3,500	$887	-82.61%
EMPLOYEE BENEFITS	$64,983	$74,365	$72,000	$80,453	8.19%
UNIFORM ALLOWANCE	$2,266	$3,000	$3,000	$3,000	-
FICA AND MEDICARE	$16,699	$14,691	$18,500	$20,247	37.81%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$1,669	$3,200	$2,500	$3,000	-6.25%
TRAVEL & TRAINING	$6,031	$5,000	$5,000	$5,000	-
OFFICE SUPPLIES & SPECIAL SUPPLIES	$3,021	$6,200	$5,000	$6,200	-
EQUIP. SUPPLIES & MAINTENANCE	$2,060	$3,000	$3,000	$3,000	-
UTILITIES & TELEPHONE	$9,343	$7,889	$8,499	$10,650	35.00%
GASOLINE & OIL	$7,202	$6,500	$6,500	$6,500	-
PROFESSIONAL SERVICES	$4,084	$8,050	$4,300	$9,300	15.53%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
TRAINING	$26	-	-	-	-
MEALS	$522	-	$363	$400	-
INSURANCE	$6,085	$6,600	$6,940	$7,635	15.68%
MISCELLANEOUS	-	-	$1,000	$1,000	-
DISPATCH FEES	$14,350	$16,225	$16,225	$16,700	2.93%
BUILDING - DOG POUND	$389	$1,000	$1,000	$1,000	-
EQUIPMENT	$5,219	$5,800	$2,300	$2,800	-51.72%
INTERNAL SERVICE CHARGE - FLEET	$17,696	$14,300	$14,300	$20,110	40.63%
Total Expenditures	**$382,880**	**$429,019**	**$414,927**	**$460,698**	**7.38%**

Midway Police Services (56)

Heber City Police Department is contracted to provide certain police services to the City of Midway.

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Midway Police Services	$333,432	$444,272	$582,501	$674,156	51.74%
SALARIES AND WAGES	$69,331	$214,963	$275,000	$333,272	55.04%
OVERTIME	$80,144	$10,375	$52,000	$62,923	506.51%
EMPLOYEE BENEFITS	$64,922	$112,010	$140,000	$184,654	64.86%
UNIFORM ALLOWANCE	$979	$2,000	$2,000	$2,000	-
FICA AND MEDICARE	$11,290	$17,238	$24,000	$30,120	74.72%
TRAVEL & TRAINING	-	$3,200	$3,200	$3,200	-
OFFICE SUPPLIES & SPECIAL SUPPLIES	$793	-	-	-	-
EQUIP. SUPPLIES & MAINTENANCE	$2,405	$4,616	$4,616	-	-100.00%
FIREARMS	$5,060	$1,000	$1,000	-	-100.00%
UTILITIES & TELEPHONE	-	-	$1,450	$1,500	-
GASOLINE & OIL	-	$6,480	$6,480	$6,800	4.94%
PROFESSIONAL SERVICES	-	$2,300	$2,300	$8,052	250.09%
EDUCATION	$879	-	-	-	-
INSURANCE	$1,113	$1,210	$1,575	$1,735	43.39%
LEASE EQUIPMENT	-	-	$31,440	$31,440	-
EQUIPMENT	$25,351	$37,440	$6,000	-	-100.00%
INTERNAL SERVICE CHARGE - FLEET	$71,165	$31,440	$31,440	$8,460	-73.09%
Total Expenditures	**$333,432**	**$444,272**	**$582,501**	**$674,156**	**51.74%**

Roads Department (60)

The Roads Department is responsible for the maintenance, repair, and improvement of Heber City's streets, sidewalks, and public rights-of-way. The department promotes safe and efficient transportation by maintaining road surfaces, managing snow removal, and overseeing traffic control systems. Roads staff work to ensure the City's transportation infrastructure remains safe, accessible, and reliable for residents and visitors.

Department Responsibilities Roads Department	
• **Street maintenance and repair**	• **Traffic control and signage maintenanc**
• **Sidewalk maintenance and repair**	• **Support for capital transportation proje**
• **Traffic control and signage maintenance**	• **Streetlight maintenance and repair**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Roads	$1,566,939	$1,653,836	$1,450,231	$1,745,756	5.56%
SALARIES AND WAGES	$489,701	$470,153	$430,000	$485,938	3.36%
OVERTIME	$51,462	$35,286	$20,000	$21,408	-39.33%
EMPLOYEE BENEFITS	$189,975	$171,529	$152,000	$185,569	8.18%
UNIFORM ALLOWANCE	$8,133	$10,000	$8,500	$10,000	-
UNEMPLOYMENT	$303	-	-	-	-
FICA AND MEDICARE	$40,891	$33,478	$35,000	$39,825	18.96%
BOOKS, SUBSCRIPTIONS & SUPPLIES	$1,804	$2,825	$2,800	$2,735	-3.19%
PUBLIC NOTICES	$10,907	$6,100	$6,100	-	-100.00%
TRAVEL	$3,076	$5,000	$4,000	$7,000	40.00%
OFFICE SUPPLIES	$1,549	$3,000	$3,000	$3,000	-
EQUIP. SUPPLIES & MAINTENANCE	$511	$6,500	$5,000	$6,500	-
BUILDINGS & GROUNDS	$9,327	$11,000	$8,000	$11,000	-
UTILITIES	$11,994	$14,150	$11,676	$14,596	3.15%
TELEPHONE	$9,495	$8,795	$8,875	$11,575	31.61%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
GASOLINE & OIL	$21,827	$19,000	$19,000	$19,000	-
PROFESSIONAL SERVICES	$21,580	$30,060	$25,000	$33,300	10.78%
TRAINING	$2,797	$6,850	$6,000	$8,320	21.46%
STREET LIGHTS	$69,018	$55,000	$55,000	$55,000	-
MEALS	$4,851	$2,500	$2,500	$3,000	20.00%
SPECIAL SUPPLIES	$73,412	$150,000	$50,000	$130,000	-13.33%
INSURANCE	$51,876	$56,210	$54,980	$60,480	7.60%
MISCELLANEOUS	$590	-	-	$6,000	-
CURB & GUTTER	$346	$6,000	$4,000	$6,000	-
EQUIPMENT	$85,386	$79,600	$68,000	$88,080	10.65%
INTERNAL SERVICE CHARGE - FLEET	$406,128	$466,900	$466,900	$474,530	1.63%
INTERNAL SERVICE CHARGE - IT	-	-	-	$56,600	-
INTERNAL SERVICE CHARGE - ADMIN	-	$3,900	$3,900	$6,300	61.54%
Total Expenditures	**$1,566,939**	**$1,653,836**	**$1,450,231**	**$1,745,756**	**5.56%**

Parks Department (64)

The Parks Department, under the direction of the Public Works director, is responsible for maintaining and enhancing Heber City's parks, open spaces, and recreational facilities. The department promotes a high quality of life by providing safe, clean, and attractive outdoor spaces for residents and visitors. Parks staff support community events, recreational activities, and the beautification of public spaces throughout the City.

Department Responsibilities Parks Department	
• **Park maintenance and landscaping**	• **Support for community events**
• **Playground and facility upkeep**	• **Tree planting and care**
• **Trail and open space maintenance**	• **Planning for park improvements and expansion**

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Parks	$877,305	$889,536	$971,367	$1,127,550	26.76%
SALARIES AND WAGES	$449,398	$391,857	$439,000	$447,061	14.09%
OVERTIME	$7,371	$4,665	$17,000	$4,136	-11.33%
EMPLOYEE BENEFITS	$119,779	$150,344	$150,000	$153,240	1.93%
UNIFORM ALLOWANCE	$3,642	$3,000	$3,000	$6,000	100.00%
FICA AND MEDICARE	$33,975	$30,556	$34,000	$33,582	9.91%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$442	$400	$600	$850	112.50%
TRAVEL	$1,140	$2,000	$1,800	$4,000	100.00%
OFFICE SUPPLIES	$1,055	$800	$800	$800	-
EQUIP. SUPPLIES & MAINTENANCE	$8,832	$15,000	$15,000	$15,000	-
BUILDINGS AND GROUNDS	$32,297	$49,000	$48,000	$92,500	88.78%
UTILITIES	$7,732	$7,920	$11,880	$12,780	61.36%
TELEPHONE	$5,545	$4,424	$4,977	$7,340	65.91%
GASOLINE & OIL	$10,696	$9,500	$9,500	$9,500	-
PROFESSIONAL SERVICES	$33,976	$56,200	$69,000	$56,200	-

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
TRAINING	$663	$1,500	$1,400	$4,300	186.67%
MEALS	$449	$500	$500	$1,000	100.00%
SPECIAL SUPPLIES	$22,975	$36,500	$27,000	$30,000	-17.81%
FARMERS MARKET	$41,892	$38,000	$38,000	$38,000	-
INSURANCE	$8,784	$9,450	$12,990	$14,290	51.22%
MISCELLANEOUS	$11,595	$33,500	$30,000	$10,000	-70.15%
EQUIPMENT	$5,281	$6,500	$19,000	$25,000	284.62%
INTERNAL SERVICE CHARGE - FLEET	$69,786	$32,920	$32,920	$155,870	373.48%
INTERNAL SERVICE CHARGE - ADMIN	-	$5,000	$5,000	$6,100	22.00%
Total Expenditures	**$877,305**	**$889,536**	**$971,367**	**$1,127,550**	**26.76%**

Cemetery Department (66)

The Cemetery Department, under the director of the Public Works Director, is responsible for the operation, maintenance, and preservation of Heber City Cemetery. The department ensures the cemetery is a respectful, well-maintained space that honors the memory of those interred. Cemetery staff manage burial services, maintain cemetery grounds, and assist families and the public with cemetery-related needs.

Department Responsibilities Cemetery Department	
• **Burial coordination and record keeping**	• **Plot sales and customer ass**
• **Grounds maintenance and landscaping**	• **Cemetery mapping**
• **Planning for future expansion and improvements**	

Expenditures by Department

Expenditures by Department

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
Cemetery	$657,339	$680,397	$686,498	$883,253	29.81%
SALARIES AND WAGES	$345,044	$335,842	$335,000	$389,905	16.10%
OVERTIME	$4,338	$6,622	$6,500	$3,376	-49.01%
EMPLOYEE BENEFITS	$118,433	$120,294	$114,000	$118,347	-1.62%
UNIFORM ALLOWANCE	$3,642	$4,400	$4,400	$6,000	36.36%
FICA AND MEDICARE	$25,683	$26,405	$25,500	$28,303	7.19%
BOOKS, SUBSCRIPT & MEMBERSHIPS	$442	$375	$600	$1,300	246.67%
PUBLIC NOTICES	-	$200	-	$100	-50.00%
TRAVEL	$1,140	$2,050	$1,800	$4,000	95.12%
OFFICE SUPPLIES	$1,067	$1,500	$1,500	$1,500	-
EQUIP. SUPPLIES & MAINTENANCE	$3,921	$10,000	$9,000	$10,000	-
BUILDINGS AND GROUNDS	$6,614	$15,200	$15,000	$20,700	36.18%
UTILITIES	$9,579	$10,470	$11,296	$11,566	10.47%
TELEPHONE	$6,066	$5,110	$5,447	$7,936	55.31%
GASOLINE & OIL	$10,900	$11,000	$11,000	$12,000	9.09%

Category	FY 2025 Actuals	FY2026 Budgeted	FY 2026 Projected	FY 2027 Budgeted	FY2026 Budgeted vs. FY 2027 Budgeted (% Change)
PROFESSIONAL SERVICES	$6,767	$22,000	$20,000	$20,700	-5.91%
TRAINING	$663	$1,850	$1,600	$3,800	105.41%
MEALS	$408	$650	$650	$1,000	53.85%
SPECIAL SUPPLIES	$13,509	$41,500	$36,000	$35,000	-15.66%
INSURANCE	$10,465	$11,280	$18,955	$20,850	84.84%
MISCELLANEOUS	$5,055	$8,900	$7,500	$1,000	-88.76%
BUILDING-CEMETERY EXPANSION	$6,612	-	-	-	-
EQUIPMENT	$5,311	$4,000	$20,000	$22,500	462.50%
INTERNAL SERVICE CHARGE - FLEET	$71,680	$36,350	$36,350	$157,870	334.31%
INTERNAL SERVICE CHARGE - ADMIN	-	$4,400	$4,400	$5,500	25.00%
Total Expenditures	**$657,339**	**$680,397**	**$686,498**	**$883,253**	**29.81%**

FY 2027 CAPITAL IMPROVEMENT PLAN SUMMARY

	23	41	42	44	46	47	48	50	56	57	58	60	66	67	68	69	61	Grand Total
	Trails, Arts and Parks	**Airport Capital Improvements**	**Capital Improvement**	**CRA**	**Street Impact Fees**	**Parks Impact Fees**	**Transporation Tax**	**NV Street Impact Fees**	**Culinary Water Impact**	**Sewer Water Impact**	**Pressurized Irrigation Impact**	**North Village Storm Water Impact Fees**	**Culinary Water Capital**	**Sewer Capital**	**Storm Water Capital**	**Presurrized Irrigation Capital**	**Internal Service**	
Restricted for:	**TAP projects and grants**	**Airport projects**	**General projects**	**Improvements in CRA area**	**Street projects in Impact Fee Master Plan**	**Park projects in Impact Fee Master Plan**	**Street improvements and projects**	**Street projects in NV area in Impact Fee Master Plan**	**Water projects in Impact Fee Master Plan**	**Sewer projects in Impact Fee Master Plan**	**PI projects in Impact Fee Master Plan**	**SW projects in NV area in Impact Fee Master Plan**	**Water improvements and projects**	**Sewer improvements and projects**	**SW improvements and projects**	**PI improvements and projects**	**Vehical and Equipment purchases and maintenance**	
Projected Beginning Fund Balances	743,838	633	0	313,127	2,678,720	2,804,425	4,993,758	744,654	1,927,571	3,230,805	1,501,821	2,090,539	1,178,710	7,127,485	727,390	1,135,329	(552,919)	42,268,405
Total Projected Revenue	662,800	7,744,233	305,500	370,750	2,043,630	1,793,121	2,344,500	797,242	566,596	404,598	252,683	1,044,012	-	-	-	-	2,848,670	56,643,482
Total Operating Expenses	(130,000)	-	-	(40,000)	-		-	-	-	-	-	-	-	-	-	-	(1,191,717)	(28,833,903)
Total Available Funds	1,276,638	7,744,866	305,500	643,877	4,722,350	4,597,546	7,338,258	1,541,896	2,494,167	3,635,403	1,754,504	3,134,551	1,178,710	7,127,485	727,390	1,135,329	1,104,034	70,077,984
Total CIP Requests	(460,000)	(8,096,325)	(305,500)	-	(1,567,500)	(3,240,000)	(4,699,000)	(1,183,646)	-	(1,788,000)	(571,000)	(3,134,200)	(1,873,000)	(570,500)	(177,500)	(1,343,500)	(1,277,544)	(30,287,215)
Interfund Transfers	-	352,092	165,000	-	(17,634)	-	(287,416)	-	(815,000)	-	-	-	1,266,000	1,447,000	120,000	1,497,000	-	-
Debt Service			(164,697)				63,345		(11,548)	(11,069)	(1,294)							(3,975,539)
Projected Ending Fund Balance, net	816,638	633	303	643,877	3,137,216	1,357,546	2,415,187	358,250	1,667,619	1,836,334	1,182,210	351	571,710	8,003,985	669,890	1,288,829	(173,510)	35,815,230
Fleet & Equipment																		
2 Grasshopper Mowers 725DT																	43,756	43,756
P&C Ford F-150 Crew 6.5																	62,800	62,800
P&C Back Hoe Lease																	17,500	17,500
PD Lease Replacement Program (10)																	653,411	653,411
PW Ford F150 Purchase Program (5)																	71,315	71,315
Sewer and Storm Drain Easement Machine																	95,000	95,000
Sewer Department F-350 CAB & Chasis																	68,462	68,462
Water & Roads Ford F-150 Crew 6.5																	62,800	62,800
General Government Projects																		
Salt Shed Reconstruction			232,500															232,500
PW Storage Building Enclosing													162,000	202,500	67,500	40,500	202,500	675,000
Heber Valley Airport																		
Land Acquistion		6,850,525																6,850,525
Runway Relocation Master Redesign		1,245,800																1,245,800
Parks, Cemetery and Trails																		
Developer Reimbursement Projects						1,687,000												1,687,000
P-087 - NV Highlands Park - $2.5M						-												-
P-088 - NV Wasatch Canal Trail - $372K						-												-
P-089 - NV Timpanogos Canal Trail - $24K						-												-
P-090 - NV Commons Blvd Trails - $314K						-												-
P-036 - Center Creek Trail - $47.6K						-												-
P-065 - Mill Road Trail - $60.2K						-												-
P-069 - Medical Way Trail - 1300 S to Hwy 40 - $173K						-												-
P-081 - 300 West Safe School Route			73,000			-												73,000
P-082 - Muirfield Park Expansion	-					1,000,000												1,000,000
P-086 - 300 South Trail Design						353,000												353,000
P-096 - Main Street Park Ph 2 Impv	200,000					200,000												400,000
P-103 - Stone Creek to Heritage Farm PTC	30,000																	30,000
Parkview Place Playground Equipment	230,000																	230,000
Pressurized Irrigation																		
Developer Reimbursement Projects											571,000							571,000
I-002 - 1200 West - 430 S to 1000 W - $123K																144,000		144,000
I-003 - 1200 West - 430 S to 500 S - $225K																184,000		184,000
I-011 - 300 East - East Bypass to 1600 N (12-inch) - $223K																		-
I-034 - Central Heber PI - 100 West - 200 S to 100 N									-							303,000		303,000
I-035 - Central Heber PI - 300 West - SR 113 to 500 N									-							512,000		512,000
PI Badger Ultrasonic/LTE Water Meters																160,000		160,000
Storm Water																		
Developer Reimbursement Projects												3,094,200						3,094,200
D-02A (NV) - Upper Detention Basin - Fizgerald - $603K																		-
D-02E (NV) - Wasatch Canal Crossin g- Fitzgerald - $263K																		-
D-03A (NV) - Upper Detention Basin - Commons - $2.4M																		-
D-03B (NV) - Intermediate Detention Basin - Commons - $1.545M																		-
D-03D (NV) - Timp Canal Crossing - Commons - $301K																		-
D-03E (NV) - Waatch Canal Crossing - Commons - $301K																		-
D-04A (NV) - Upper Detention Basin - Highlands - $788K																		-
D-05A (NV) - Upper Detention Basin - UVU - $539K																		-
D-008 (NV) - NV Storm Water MP Update												40,000						40,000
D-030 Spring Runoff Study															110,000			110,000

FY 2027 CAPITAL IMPROVEMENT PLAN SUMMARY

	23	41	42	44	46	47	48	50	56	57	58	60	66	67	68	69	61	Grand Total
	Trails, Arts and Parks	**Airport Capital Improvements**	**Capital Improvement**	**CRA**	**Street Impact Fees**	**Parks Impact Fees**	**Transporation Tax**	**NV Street Impact Fees**	**Culinary Water Impact**	**Sewer Water Impact**	**Pressurized Irrigation Impact**	**North Village Storm Water Impact Fees**	**Culinary Water Capital**	**Sewer Capital**	**Storm Water Capital**	**Presurrized Irrigation Capital**	**Internal Service**	
Restricted for:	**TAP projects and grants**	**Airport projects**	**General projects**	**Improvements in CRA area**	**Street projects in Impact Fee Master Plan**	**Park projects in Impact Fee Master Plan**	**Street improvements and projects**	**Street projects in NV area in Impact Fee Master Plan**	**Water projects in Impact Fee Master Plan**	**Sewer projects in Impact Fee Master Plan**	**PI projects in Impact Fee Master Plan**	**SW projects in NV area in Impact Fee Master Plan**	**Water improvements and projects**	**Sewer improvements and projects**	**SW improvements and projects**	**PI improvements and projects**	**Vehical and Equipment purchases and maintenance**	
Projected Beginning Fund Balances	743,838	633	0	313,127	2,678,720	2,804,425	4,993,758	744,654	1,927,571	3,230,805	1,501,821	2,090,539	1,178,710	7,127,485	727,390	1,135,329	(552,919)	42,268,405
Total Projected Revenue	662,800	7,744,233	305,500	370,750	2,043,630	1,793,121	2,344,500	797,242	566,596	404,598	252,683	1,044,012	-	-	-	-	2,848,670	56,643,482
Total Operating Expenses	(130,000)	-	-	(40,000)	-		-	-	-	-	-	-	-	-	-	-	(1,191,717)	(28,833,903)
Total Available Funds	1,276,638	7,744,866	305,500	643,877	4,722,350	4,597,546	7,338,258	1,541,896	2,494,167	3,635,403	1,754,504	3,134,551	1,178,710	7,127,485	727,390	1,135,329	1,104,034	70,077,984
Total CIP Requests	(460,000)	(8,096,325)	(305,500)	-	(1,567,500)	(3,240,000)	(4,699,000)	(1,183,646)	-	(1,788,000)	(571,000)	(3,134,200)	(1,873,000)	(570,500)	(177,500)	(1,343,500)	(1,277,544)	(30,287,215)
Interfund Transfers	-	352,092	165,000	-	(17,634)	-	(287,416)	-	(815,000)	-	-	-	1,266,000	1,447,000	120,000	1,497,000	-	-
Debt Service			(164,697)				63,345		(11,548)	(11,069)	(1,294)							(3,975,539)
Projected Ending Fund Balance, net	816,638	633	303	643,877	3,137,216	1,357,546	2,415,187	358,250	1,667,619	1,836,334	1,182,210	351	571,710	8,003,985	669,890	1,288,829	(173,510)	35,815,230
Transportation																		
Annual Sidewalk New Construction and Repair							210,000											210,000
Developer Reimbursement Projects - NV								1,133,646										1,133,646
T-012 (NV) - Commons Blvd - Whistler to Coyote View Dr - $184K								-										-
T-013 (NV) - Commons Blvd - Valley Hills Blvd to Whistler Blvd - $75K								-										-
T-014 (NV) - Commons Blvd - Roundabout to Valley Hills Blvd - $152K								-										-
T-015 (NV) - Commons Blvd - US40 to Commons Blvd RAB - $218K								-										-
T-020 (NV) - Whistler Blvd - $29K								-										-
T-042 (NV) - Commons Blvd RAB - $1.068M								-										-
Developer Reimbursement Projects					362,500													362,500
T-020b - 650 South - South Field Rd to City Boundry - $362.5K																		-
T-064 - Intersection Align Hwy 40 and Mill Rd UDOT					565,000		35,000											600,000
T-075 - Mill Road & 1200 S Roundabout					400,000													400,000
T-094 - 1200 S - US40 to 75 E Improvements					240,000													240,000
T-046 - 100 West - 500 North to 1000 South							1,904,000											1,904,000
T-060 - Annual Road Maintenance, Seal, Stripe, Cracks							2,000,000											2,000,000
T-091 - Annual Traffic Calming Improvements							200,000											200,000
T-092 - Main Street Signalized Crossing Enhancement							100,000											100,000
SS4A Main Street Safety Study							150,000											150,000
300 E Sidewalk (400 N to 500 N)							100,000											100,000
T-045 (NV) - NV Transportation MP Update								50,000										50,000
Sewer																		-
S-025 - Sage Brush Spring Creek Canal - 300 N to 100 S (24")										740,000								740,000
S-026 - SR113 - 800 W to 930 W										517,000								517,000
S-027 - SR113 - 930 W to South Field Road										531,000								531,000
S-050 - 100 West Sewer Replacement														368,000	-			368,000
Water																		
Badger Ultrasonic/LTE Water Meters													260,000					260,000
Composite Meter Lids													80,000					80,000
Hospital Well Sound Wall													170,000					170,000
Water Vault and Water Infrastructure													100,000					100,000
Water Well Site Spare Pump													60,000					60,000
W-075 - 100 West Water Replacement													375,000					375,000
W-076 - 300 West - SR 113 to 500 N													641,000					641,000
W-077 - Drinking Water Protection Plan Update													25,000					25,000
Capital Improvement Program Total	460,000	8,096,325	305,500	-	1,567,500	3,240,000	4,699,000	1,183,646	-	1,788,000	571,000	3,134,200	1,873,000	570,500	177,500	1,343,500	1,277,544	30,287,215

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Public Hearing on Unbilled Services for Culinary Water, Sewer Water, Stormwater, and Pressurized Irrigation Funds
RESPONSIBLE:	Sara Nagel
DEPARTMENT:	Finance
STRATEGIC RELEVANCE:	Public Hearing

SUMMARY

When Heber City's enterprise funds (Culinary Water, Sewer, Storm Water and Pressurized Irrigation) provide free services to the General Fund, it constitutes a nonmonetary transfer of services and is subject to public notice and hearing requirements stated in section 10-6-135.5 of the Utah State Code.

RECOMMENDATION

Hold a public hearing to allow the public to express support or opposition to the practice and then vote to continue the practice of providing unbilled utility services to the General Fund.

BACKGROUND

Since at least 2017, Heber City has held the practice of providing unbilled utility services to the General Fund.

DISCUSSION

Providing unbilled utility services to the General Fund may be both feasible and prudent.

- Each of the four utility funds is financially self-sufficient and sustainable without relying on taxpayer money from the General Fund.
- The City's General Fund remains available for other critical services like public safety and infrastructure.

Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

FISCAL IMPACT

- Culinary Water to 9 buildings and 20 city-owned properties/meters: $54,153

- Pressurized Irrigation for 10 city-owned properties: $44,182
- Sewer to 8 city-owned buildings: $7,447
- Storm Water Fees for city-owned properties: $6,525

CONCLUSION

Providing unbilled utility services to the General Fund is immaterial to each of the four water funds, and allows the General Funds to be used for critical services like public safety and infrastructure. As such, Staff requests that Council approve the continuation of the practice of providing unbilled utility services to the General Fund.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Notice of Public Hearing
2. FY26 Unbilled Services

HEBER CITY COUNCIL
PUBLIC HEARING NOTICE
UNBILLED SERVICES

Notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, June 2, 2026, at 6:00 p.m. in the Heber City Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to receive public input regarding Heber City's Annual Unbilled Utility Services in the General Fund. Public comment is welcome and may be delivered in person, virtually via the link found on the City website https://www.heberut.gov/256/Agendas-and-Minutes, or email CCPublic@heberut.gov.

Trina Cooke
Heber City Recorder

Posted in the Heber City Municipal Building located at 75 North Main, on the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Published in the Park Record on May 23, 2026; distributed via text message and social media services.

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HEBER CITY

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Public Hearing on Unbilled Services

June 2, 2026

Public Hearing Requirements

When Heber City's enterprise funds (Culinary Water, Sewer, Storm Water and Pressurized Irrigation) provide free services to the General Fund, it constitutes a non-monetary transfer of services and is subject to public notice and hearing requirements stated in section 10-6-135.5 of the Utah State Code.

HEBER CITY COUNCIL PUBLIC HEARING NOTICE UNBILLED SERVICES

Notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, June 2, 2026, at 6:00 p.m. in the Heber City Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to receive public input regarding Heber City's Annual Unbilled Utility Services in the General Fund. Public comment is welcome and may be delivered in person, virtually via the link found on the City website https://hebercityut.portal.civicclerk.com/, or email CCPublic@heberut.gov.

Free Services Provided to the General Fund

- Culinary Water to 9 buildings and 19 City owned properties/meters:

  Value $54,153

- Pressurized Irrigation to 10 City owned properties:

  Value $44,182

- Sewer to 8 City owned buildings:

  Value $7,447

- Storm Water Fees for 9 City properties:

  Value $6,525

PUBLIC HEARING

- Allow the public to express support or opposition to the practice.

- Determine if the City Council wants to continue the practice.

- Because the value of the services is immaterial, the City is required to hold a public hearing, but no transfer of resources is required to be reflected in the City's financial statements.

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Public Hearing UT Code 10-3-818 Salaries in Municipalities Ordinance 2026-12
RESPONSIBLE:	Cherie Ashe
DEPARTMENT:	Human Resources
STRATEGIC RELEVANCE:	Required notice from UT state legislature Code 10-3-818

SUMMARY

Effective 05/01/2024 Utah code title 10 Utah Municipal Code Chapter 3 Municipal Government Part 8 Municipal Administration Section 818 Salaries in municipalities - Notice

RECOMMENDATION

Notification in a Public Hearing of 'Executive municipal officer' including City or town manager or chief administrative officer; the assistant city or town manager or assistant city or town chief administrative officer; the city or town attorney; an individual who is the head or chief of a city or town department or division; or an individual who is the chief assistant or deputy of an individual described in Subsection (2)(a)(i).

BACKGROUND

Before a governing body may adopt a final budget or a final amended budget that includes a compensation increase for an executive municipal officer, the governing body shall: (i)hold a public hearing on the compensation increase

DISCUSSION

Notification of listed job titles and pay ranges

FISCAL IMPACT

Included in proposed budget

CONCLUSION

To remain in compliance with UT Code 10-3-818 the following compensation ranges are listed in the attached document.

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

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

EXHIBITS

1. Notice of Public Hearing
2. 10-3-818 UT Municipal Code

HEBER CITY COUNCIL
PUBLIC HEARING NOTICE
SALARIES IN MUNICIPALITIES

In accordance with UCA 10-3-818, notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, June 2, 2026, at 6:00 p.m. in the Heber City Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to review compensation increases for executive municipal officers. Public comment is welcome and may be delivered in person, virtually via the link found on the City website https://www.heberut.gov/256/Agendas-and-Minutes, or by sending an email to CCPublic@heberut.gov.

Trina Cooke
Heber City Recorder

Posted in the Heber City Municipal Building located at 75 North Main, on the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Published in the Park Record on May 23, 2026; distributed via text message and social media services.

2026 Pay Scale

JOB TITLE	Step 1	Step 2	Step 3
City Manager (Exempt)	$ 202,869.49	$ 213,012.97	$ 223,663.62
Public Works Director (Exempt)	$ 146,116.08	$ 153,421.89	$ 161,092.98
Community Development Director (Exempt)	$ 135,679.55	$ 142,463.53	$ 149,586.71
City Engineer (Exempt)	$ 129,528.43	$ 136,004.85	$ 142,805.09
Chief of Police (Exempt)	$ 128,341.60	$ 134,758.68	$ 141,496.62
Chief Building Official (Exempt)	$ 118,192.60	$ 124,102.23	$ 130,307.34
Finance Director (Exempt)	$ 118,114.67	$ 124,020.41	$ 130,221.43
City Prosecutor/Deputy City Manager (Exempt)	$ 117,584.48	$ 123,463.71	$ 129,636.89
Planning Manager (Exempt)	$ 102,099.01	$ 107,203.96	$ 112,564.16
Senior Staff Engineer (Exempt)	$ 93,939.47	$ 98,636.44	$ 103,568.26
Airport Manager (Exempt)	$ 83,023.04	$ 87,174.20	$ 91,532.91
Fleet Manager	$ 79,994.06	$ 83,993.77	$ 88,193.46
Human Resources Manager (Exempt)	$ 79,430.13	$ 83,401.64	$ 87,571.72

Salary					
Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$ 234,846.80	$ 246,589.14	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 257,000.00
$ 169,147.63	$ 177,605.01	$ 186,485.26	$ 195,809.52	$ 205,600.00	$ 215,880.00
$ 157,066.04	$ 164,919.34	$ 173,165.31	$ 181,823.58	$ 190,914.75	$ 200,460.49
$ 149,945.35	$ 157,442.61	$ 165,314.74	$ 173,580.48	$ 182,259.50	$ 191,372.48
$ 148,571.45	$ 156,000.02	$ 163,800.02	$ 171,990.02	$ 180,589.52	$ 189,619.00
$ 136,822.71	$ 143,663.85	$ 150,847.04	$ 158,389.39	$ 166,308.86	$ 174,624.30
$ 136,732.50	$ 143,569.12	$ 150,747.58	$ 158,284.96	$ 166,199.21	$ 174,509.17
$ 136,118.74	$ 142,924.67	$ 150,070.91	$ 157,574.45	$ 165,453.17	$ 173,725.83
$ 118,192.37	$ 124,101.99	$ 130,307.09	$ 136,822.44	$ 143,663.56	$ 150,846.74
$ 108,746.68	$ 114,184.01	$ 119,893.21	$ 125,887.87	$ 132,182.27	$ 138,791.38
$ 96,109.55	$ 100,915.03	$ 105,960.78	$ 111,258.82	$ 116,821.76	$ 122,662.85
$ 92,603.13	$ 97,233.29	$ 102,094.95	$ 107,199.70	$ 112,559.68	$ 118,187.67
$ 91,950.31	$ 96,547.82	$ 101,375.21	$ 106,443.98	$ 111,766.17	$ 117,354.48

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Public Hearing and Possible Adoption of Ordinance 2026-13 Amending the Consolidated Fee Schedule
RESPONSIBLE:	Sara Nagel
DEPARTMENT:	Finance
STRATEGIC RELEVANCE:	Necessary Administrative Action

SUMMARY

The purpose of this report is to recommend the adoption of the consolidated fee schedule. The amended schedule includes increases to certain Utility Fees and Building Plan Review fees that Staff presented to council during the budget workshop on May 6, 2026 and May 8, 2026. The schedule also includes updates to ancillary admin fees, animal control fees, planning fees and other miscellaneous items identified by Staff during our annual review. The schedule aims to enhance transparency and ensure the fees reflect the cost of services provided.

RECOMMENDATION

Staff recommends that Council hold a public hearing to receive comment on the proposed Consolidated Fee Schedule and approve ordinance 2026-13 adopting the consolidated fee schedule as contained in Exhibit A. These updates are necessary for maintaining fiscal responsibility and ensuring city services are adequately funded.

BACKGROUND

The proposed amendments to the Culinary, Sewer, Stormwater and Pressurized Irrigation fees were developed through a Utility Rate Study.
The proposed amendments to other services and fees are derived from an annual review of the Consolidated Fee Schedule by Staff to ensure transparency and that fees reflect the cost of service.

Key elements of the proposed amendments include:
Cost Recovery: Updating fees to match the current costs associated with providing city services.
Equity: Ensuring fees are fair and proportionate to the services provided.

DISCUSSION

Certain parts of the fee schedule are amended separately from the annual budget process, such as Airport Fees and Impact Fees. Those updated fees have been incorporated into the consolidated fee

schedule.

Every year, as part of the annual budget process, Staff reviews the Consolidated Fee Schedule and proposes updates to ensure fees are transparent and reflect the cost of services provided. Certain fees, such as utility fees, are derived from formal rate studies.

Key updates to the schedule are as follows:

- Increases in certain utility rates: Culinary Water - 12%, Sewer - 8%, Stormwater - 9% as recommended in the Zions Bank 2024 Utility Rate Study. The utility rate increases ensure the fees are sufficient to cover necessary operating and capital costs. Staff expects to perform another Utility Rate Study in FY 2027.
- New Animal Control Surrender Fees.
- Increase in Building Plan Review Fees from 40%/25% of the building permit fee on commercial permits and residential permits, respectively, to 65% of the building permit fee across all reviews.
- New and updated Heber Market on Main fees.
- New Planning fees related to PID and Site Plans.

All updates are detailed in Exhibit A.

FISCAL IMPACT

Fiscal impact from utility fees can be reviewed in the Tentative Budget which can be found online at https://city-heber-ut-cleardoc.cleargov.com/22558. The fiscal impact from other changes in the Consolidated Fee Schedule is based on requested services and/or fines incurred.

CONCLUSION

Amending the existing Consolidated Fee Schedule is essential to ensure Heber City's fees remain current, equitable, and aligned with the actual cost of providing services. These updates support the City's long-term financial sustainability while maintaining high-quality service delivery.

Staff recommends that the City Council approve Ordinance 2026-13, adopting the proposed amendments to the Consolidated Fee Schedule.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Notice of Public Hearing
2. Consolidated Fee Schedule Ordinance 2026-13
3. Exhibit A Consolidate Fee Schedule 2026-2027 Clean
4. Exhibit A Consolidate Fee Schedule 2026-2027 Redlined

HEBER CITY COUNCIL
PUBLIC HEARING NOTICE
SALARIES IN MUNICIPALITIES

In accordance with UCA 10-3-818, notice is hereby given that the Heber City Council will hold a public hearing on Tuesday, June 2, 2026, at 6:00 p.m. in the Heber City Office Building Council Chambers located at 75 North Main Street, Heber City, Utah. The purpose of the hearing is to review compensation increases for executive municipal officers. Public comment is welcome and may be delivered in person, virtually via the link found on the City website https://www.heberut.gov/256/Agendas-and-Minutes, or by sending an email to CCPublic@heberut.gov.

Trina Cooke
Heber City Recorder

Posted in the Heber City Municipal Building located at 75 North Main, on the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at http://pmn.utah.gov. Published in the Park Record on May 23, 2026; distributed via text message and social media services.

ORDINANCE NO. 2026-13

AN ORDINANCE AMENDING EXHIBIT "A" (CONSOLIDATED FEE SCHEDULE) ASSOCIATED WITH TITLE 3.15 OF THE HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE

WHEREAS, the Heber City Council finds it necessary and appropriate to periodically review and update the Consolidated Fee Schedule to ensure that City fees are fair, current, and reflective of the actual cost of providing services, and to maintain fiscal sustainability and service quality;
WHEREAS, a public hearing was duly noticed and held on June 2, 2026, in accordance with Utah State law, to receive public comment on the proposed amendments to the Consolidated Fee Schedule;
BE IT ORDAINED by the City Council of Heber City, Utah, that the Consolidated Fee Schedule in Exhibit A associated with Title 3.15 of the Heber City Municipal Code is amended and adopted as, and pursuant to the attached Exhibit A.

This Ordinance shall take effect on August 1, 2026, unless otherwise specified in the Consolidated Fee Schedule.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2026.

	AYE	NAY
Council Member Yvon Barney	_____	_____
Council Member Aaron Cheatwood	_____	_____
Council Member Michael Johnston	_____	_____
Council Member Sid Ostergaard	_____	_____
Council Member Morgan Murdock	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Exhibit A

Consolidated Fee Schedule
2026 – 2027 Fiscal Year

Administrative Fees.....2

Airport Fees.....3

Animal Services Fees.....4

Building Fees.....7

Business License Fees.....8

Cemetery Fees.....11

Elections Fees.....15

Engineering Fees.....16

Public Works Service Fees.....17

Franchise Tax.....19

Impact Fees.....20

Pressurized Irrigation Fees.....22

Planning Fees.....23

Police Fees.....24

Storm Water Fees 25

Water/Sewer Fees.....26

ADMINISTRATIVE FEES

SERVICE	FEE
Copies	
Black and White	$0.50 per sheet
Color	$0.75 per sheet
Garden Plots	
Large, 12'x24'	$50.00 ($10.00 refundable)
Medium, 12'x11'	$35.00 ($10.00 refundable)
Small, 12'x6'	$20.00 ($10.00 refundable)
Non-Resident Fee	$25.00
Returning User Fee	$10.00
Low-Income Discount	$10.00
Park Reservations*	$30.00 ($50.00 cleaning deposit required)
Return Check Fee	$50.00
Government Records Access & Management Act (GRAMA) Request	First 30 minutes provided at no cost. Thereafter, actual wage and benefit cost of the lowest-paid qualified City employee
Service Charge for Credit Cards	3% of amount charged on debit or credit

*A seven-day notice is required for all pavilion reservations, cancellations, and modifications with no exceptions. The $50.00 cleaning deposit is refundable upon condition that the pavilion is cleaned and free of damage after the event. An application fee is applied to all cancellations and modifications. Weather-related cancellations will be given a 50% refund depending on severity of weather (i.e., snow, heavy rain, hurricane force winds, etc.) and only after the date has taken place.

AIRPORT FEES

SERVICE	FEE
Aviation Trailers, i.e. Glider Trailers	$60.00 per year
Airport Apron Ground Lease – Lease Entered into After December 2024	$0.25 per sq. ft. with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease – Lease Entered Into After February 2015	$0.42 per sq. ft. with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned; Hangar Row)	$2,000.00 per month
Automotive Parking Fee (City-Owned Property)	$100.00 per vehicle per month
Commercial Aeronautical Permit Fee (Gross Sales <$100,000.00)	$500.00
Commercial Aeronautical Permit Fee (Gross Sales $100,000.00 to $1,000,000.00)	$100.00
Commercial Aeronautical Permit Fee (Gross Sales > $1,000,000.00)	$2,000.00
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car/Transportation Network Company)	10% of Gross Income
Fuel Flowage Fee	$0.05 per gallon
Landing Fees (Transient Aircraft)* = to& > than 8,000 lbs. MTOW	$5.00.00 per 1,000 lbs. MTOW aircraft 8,000 lbs. or greater
Landing Fees (Transient Aircraft)* <8,000 lbs. MTOW	$5.00.00
Lease Origination/Transfer Fee – Lease	3% of the greater of assessed or sale value
Proximity Gate Access Card	$0.00 - Hanger owners - (Additional requested access $40.00 per year, i.e., employees) $40.00 per year - Subtenants & Non-Hanger Owners (i.e., glider pilots, balloon pilots, etc.) $20.00 - Short-term access (i.e., contractors, air attack crews, etc.) $60.00 - Lost/ replacement gate card (Registered based aircraft 50% off)
Special Service Operator Fee (Gross Sales)	1% Gross Income
Specialized Aviation Service Operator (SASO) Application Fee	$1,500.00 per operation
Fixed Based Operator (FBO) Application Fee	$2,000.00 per application
SASO and FBO Agreement Fee	$2,500 Admin Fee + Cost

*An aircraft that is not owned by a person having a lease of license agreement with the City is considered a transient aircraft.

Commented [LM1]: There's been discussion around increasing the GATE ACCESS Card fees

ANIMAL SERVICES FEES

SERVICE	FEE
License (Not Sterilized)	$46.00
License (Spayed or Neutered)	$20.00
Lifetime License (Not Sterilized)	$60.00
Lifetime License (Spayed or Neutered)	$40.00
Rabies Verification (Every 3 Years from Verification)	$5.00
Impound Fee	
1st Impound Fee	$30.00
2nd Impound Fee	$50.00
3rd Impound Fee	$80.00
Daily Charge	$10.00
Adoption Fee	
Dogs	$50.00
Sterilized Dogs	$30.00
Pups	$30.00
Cats	$30.00
Sterilized Cats	$15.00
Relinquish Fee	
Dogs	$50.00
Pups	$20.00
Cats	$25.00
Kittens	$10.00
Surrender Fee	
Dogs	$100.00
Unspayed or unneutered	Additional $175.00
Missing Required Vaccinations	Additional $70.00 ($120.00 if in heat or pregnant)
Cats	$100.00
Unspayed or Unneutered	Additional $35.00
Missing Required Vaccinations	Additional $45.00 ($95.00 if in heat or pregnant)
Livestock Pick Up	$25.00 per head
Livestock Impound	$30.00 per head/day

ANIMAL SERVICES FINES

VIOLATION	FINE
Cat at Large Ord. 6.19.020	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Dog at Large Ord. 6.19.010(A)	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Aggressive Dog at Large Ord. 6.18.090(D)	
1st violation	$200.00
2nd violation	$400.00
3rd violation	$600.00
Allow Vicious Animal at Large Ord. 6.18.090	Class B Misdemeanor
Dog Fighting Ord. 6.19.030(F)	Class B Misdemeanor
Public Nuisance Animals Ord. 6.18.040	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Cruelty to Animals Ord. 6.18.110	
1st violation	$500.00
2nd violation	Class B Misdemeanor
Abandonment of Animal Ord. 6.18.110(B)	$500.00
More Than 3 Animals Ord. 6.18.140	$300.00
Dog Attacks (Animal Offence) Ord. 6.19.010(C)	
1st violation	$500.00
2nd violation	$750.00
3rd violation	$1,000.00
Possession of Vicious Dog Ord. 6.19.010(D)	$300.00
Bringing Vicious Animal Ord. 6.18.100	$300.00
Possession of Vicious Animal Ord. 6.18.080	Class B Misdemeanor
Rabies Dog Vaccination Req. Ord. 6.26.010(A)	$100.00
Rabies Cat Vaccination Req. Ord. 6.26.020	$100.00

Dog License Regulations Ord. 6.21.010(E)	$100.00
Condition of Ownership Ord. 6.21.010	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Dog in Prohibited Place Ord. 6.21.010(B)	$300.00
Wild Dangerous/ Exotic Animal Ord. 6.18.030	$300.00
Guard Dog Notices Ord. 6.19.010(E)	$100.00
Feeding Stray Cats Ord. 6.25.030	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Kennel Permit Required Ord. 6.21.020	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Hobby Breeders Ord. 6.21.030	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Household Pet Daycare Ord. 6.21.025	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Livestock at Large/ Fencing Ord. 6.19.030(B)	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Hindering AC Officer Ord. 6.17.060	Class B Misdemeanor

BUILDING FEES

SERVICE	FEE
Plan Review	65% of building permit fee
Minimum For All Projects	$60.00
Manufactured Homes Inspection (Set Up, in Established Parks)	$100.00
Temporary Power Pedestal Inspection	$60.00
Electrical Service Change – Out Inspection	$60.00
Gas Line Inspection	$60.00
Other (Electrical, Building, Mechanical, and Plumbing)	$60.00
Third-Party Examination (Based on Request for Quick Review)	64% of building permit fee or actual cost of review
Plans reviewed by City Staff	25% of building permit fee
Reinspection Fee	$60.00
Miscellaneous Permits	$60.00
Building Permit*	The Building Fee valuation figures, as listed in the Building Valuation Data by ICC

Double fees for buildings or installation without Plan Review and Permit.

***The Building Fee valuation figures, as listed in the Building Safety Journal published by the ICC (International Code Council) and updated on a biannual basis are hereby adopted to be included in the Heber City Consolidated Fee Schedule and are subject to update on a biannual basis on the tables and formulas of the ICC.

BUSINESS LICENSE FEES

SERVICE	FEE
Processing Fee	$50.00
Home Occupation Processing Fee	$30.75 w/out impact (Must have approval letter from City)
Commercial License Processing Fee	$51.50
Duplicate/ Replacement License	$10.25
Automotive Service and Repair	$128.50
Assisted Living/ Care Centers	$66.75/ $4.25 per unit
Banks	$257.00
Big Box	$2,056.00
Convenience Store	
With Gas – Open 24 hours	$822.50
With Gas – Not open 24 hours	$514.00
Department Store	$514.00
Entertainment	$113.00
Heber Market on Main	
Seasonal Vendor (12-Weeks)	
Season Craft/ General Vendor Fee with Electricity – Premium	$400.00
Season Craft/ General Vendor Fee without Electricity – Regular	$350.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	$0.00
Seasonal Education Vendor Fee Not for Profit	$250.00
Seasonal Education Vendor Fee for Profit	$350.00
No-Show Penalty/ Cancellation Fee	$100.00
Beer Garden	$600.00
Clean-Up Fee per Day	$100.00
Weekly Vendors	
Weekly Food Trucks with Electricity – Premium	$55.00
Weekly Food Trucks without Electricity – Regular	$40.00
Weekly Craft/ General Vendor with Electricity – Premium	$55.00

Commented [LM2]: Emailed Rachel Kahler on 05/14/2026

Commented [SN3R2]: Candace should have these.

Weekly Craft/ General Vendor without Electricity – Regular	$40.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	$0.00
Weekly Education Vendor Fee Not for Profit	$35.00
Weekly Education Vendor Fee for Profit	$55.00
Clean-Up Fee per Day	$100.00
Film Events	
Large	$257.00
Small	$154.25
Student	$0.00
Fireworks	$303.25
Food Truck/Motorized Street Vendor (Separate from HMOM)	$123.25
General Services – (Business & Professional, Personal, Construction & Contracted Services	$66.75
Home Occupation	$51.50

Home Occupation No Impact (Must have approval letter from City) - Shall be entirely conducted in the home - Shall not involve retail sales - Does not require signage - Does not involve customers or employees visiting the home - There will be no evidence from the exterior of the home that a business is being conducted - No specialty vehicles associated with the business such as dump trucks, tractors, skid steers, tractor trailers, boom trucks, tank trucks, backhoes, pump trucks, or other similar vehicles will be parked or stored at the home	$0.00
Large Grocery	
With Gas	$2,056.00
Without Gas	$1,028.00
Hotel/Motel	$66.75 + $9.25 per room
Extended Stay Motel	$66.75 + $53.50 per room
Manufacturing	$66.75
Mobile Home Park	$66.75 + $59.50 per unit

Motorized Street Vendors	$123.25
Nightly Rental	$66.75 plus $13.25 per room
Non-Depository Credit intermediation/ Pawn Brokers	$231.25
Non-Profit Special Events	$25.75
Restaurants	$349.50
Seasonal	$97.75
Sexually Oriented Business	$925.25
Social Club	$308.50
Special Events	
Large	$334.00
Small	$36.00
Specialty Foods	$102.75
Sales/ Rental/ Wholesale	$113.00
Solicitor	$154.25
Solicitor Replacement Badge	$15.50
Storage Units	$66.75
Tobacco Store	$1,028.00
Temporary	$46.25 + $10.25 per day
Transportation	$66.75
Special Event (Per Vendor)	$25.75
Class A Restaurant Alcohol License	$267.25
Class B Package Alcohol License	$102.75
Class C Tavern Alcohol License	$267.25
Class D Bowling Alley Alcohol License	$267.25
Temporary/ Single Event Alcohol License	$51.50
1st Late Fee Assessed February 1	25% of business license fee Business license process is required in addition to paying for a new license
2nd Late Fee Assessed March 1	50% of business license fee. Business license process is required in addition to paying for a new license.
Administrative Citation May be Issued on April 5	Applicable charge as defined on Code Enforcement citation

Note: If a business license fits within 2 or more fee categories, the total business license fee will be the sum of each fee category.

CEMETERY FEES

SERVICE	FEE
Grave Purchase "Value"	
Resident	$1,200.00
Non-Resident	$1,800.00
Grave Purchase "Standard"	
Resident	$1,400.00
Non-Resident	$2,600.00
Grave Purchase "Premium"	
Resident	$1,800.00
Non-Resident	$3,400.00
Infant Grave – Infant Section Only	
Resident	$175.00
Non-Resident	$300.00
Opening/ Closing (Weekdays)	
Resident	$650.00
Non-Resident	$850.00
Opening/ Closing (Weekends)	
Resident	$1,100.00
Non-Resident	$1,300.00
Infant/Cremains Opening/ Closing (Weekdays)	
Resident	$350.00
Non-Resident	$450.00
Infant/ Cremains Opening/ Closing (Weekends)	
Resident	$800.00
Non-Resident	$900.00
Disinterment	
Full Body	$2,500.00
Infant	$1,000.00
Cremains	$500.00
Niche	$500.00
Transfer Fee – Per Lot	$200.00
Overtime Fee – Per ½ hour **Any Service Arriving at 3:30 PM or Later = OT Charge**	$100.00

Quick Claim Deeds (Per Transfer)	$200.00
Headstone Inspection Fee	$25.00
Headstone Removal Fee*	
Flat or Wedge	$200.00
Upright	$400.00
Cremation Niche	
Rows A and B (top two rows) Resident	$1,630.00
Rows A and B (top two rows) Non-Resident	$2,660.00
Rows C and D (bottom two rows) Resident	$1,300.00
Rows C and D (bottom two rows) Non-Resident	$2,115.00
Special Engraving, Design, or Emblem	
Single Niche	$400.00
Companion Niche	$600.00
Opening & Closing (Weekdays)	
Resident	$200.00
Non-resident	$300.00
Opening & Closing (Weekends)	
Resident	$450.00
Non-Resident	$550.00
Columbarium Niche (Near the Admin. Bldg.)	See online Fee Schedule for current pricing

*Large headstones may require removal through an outside contracting company. The fee will be determined by the contractor. Heber City and its employees will not be responsible for damage to headstones during the removal of headstones or the opening of graves.

Cemetery Information

- Niche Urns must be 10/5"x10.5" or smaller.
- Cremations must be in a plastic, metal, or concrete container.
- No burials may be scheduled Friday - Tuesday of Memorial Day Weekend.
- No Sunday burials, unless there is a cultural or religious reason to do so.
- No double burials are allowed unless one or both are cremation - only one headstone is allowed.
- Graveside services have a 90-minute time limit, after which an overtime fee will apply.
- All services must be completed by 4:00 PM to allow staff to close the grave.
- Upright headstones are only allowed in specific areas.
- Flat headstones must be flush with the ground; wedge stones are considered upright.
- Only those currently living within the Heber City limits are considered City residents.
- Those living in Wasatch County are considered non-residents, and must pay the
- non-resident rates.
- Headstone Dimensions:
  Single grave 48"x32"
  Double stone 96"x32”

ELECTIONS FEES

SERVICE	FEE
Declaration of Candidacy	$50.00

ENGINEERING FEES

SERVICE	FEE
Subdivision Inspection Fee Initial Deposit*	5% to $200,000.00
	2% next $800,000.00
	1% above $1,000,000.00
Standard Specification	$20.00

*If the inspection costs exceed initial fee deposits listed above, an additional deposit will be required. Applicant is responsible for all inspection fees required for their project.

PUBLIC WORKS SERVICE FEES

SERVICE	FEE
Excavation Fee	
Paved Surfaces > 25 sq. ft.	$300.00 + $1.50 per sq. ft. for roads 0-3 years old
Paved Surfaces > 25 sq. ft.	$300.00 + $0.25 per sq. ft. for roads over 3 years old
Unpaved Surfaces (Lengths ≤ to 100 ft)	$50.00
Paved Surfaces < 25 sq. ft.	$100.00
Specialty Sign: Deaf or Blind Child in Area, etc.	$500.00
Investigative Water Sample Fee	$25.00
Banners	
Application	$25.00
Installation and Removal	$300.00
Snow Bird Policy Fees	
Base Rates	All Utility Base Rates are charged on residences requesting service shut off without change of account holder
Shut-off Service/Turn Service Back On	$50.00 per time water is turned off or reconnected
Damaged Meter Fee	The full cost of the meter up to $250.00, material cost and wage cost for replacement based on current rates.
Theft of Service/ Accessing Meter Vault Fine	Up to $500.00 plus the cost of services.
Fire Hydrant Meter Permit	
Deposit	$4,000.00
Daily Rental Fee	$10.00
Water Usage Charge	$0.025 per gallon
Mandatory Minimum Usage Fee	$25.00
Fats, Oils and Grease (FOG) Inspection Fees	
Three-month Compliance Inspection	$100.00
One-Month Compliance Inspection	$100.00
Weekly Compliance Inspection	$100.00
FOGS Sampling Fees	
BOD (Biological Oxygen Demand)	$90.00
O&G (Oil and Grease)	$100.00

TSS (Total Suspended Solids)	$39.00
COD (Chemical Oxygen Demand)	$32.00
After Hours Inspection	$300.00 for each call out
Blockage Caused by FSE (Food Service Establishments)	
1st Blockage	$1,000.00
2nd Blockage	$1,500.00
3rd Blockage	$2,000.00
Additional Violations	Increased by $500.00 every additional violation
Violation of FOGS Ordinance 13.08	
1st Violation	Written warning
2nd Violation	$1,000.00
3rd Violation	$1,500.00
Additional Violations	Increased by $500.00 every additional violation
After Hours Inspection	$300.00 for each call out (based on a 2-hour minimum at $150.00 per hour)
Public Improvement Inspections	
Inspection Delay Charge*	$75.00
Reinspection Fee**	$75.00
2nd Reinspection Fee**	$100.00
3rd Reinspection Fee**	$125.00

*Cover the cost of a scheduled inspection for an unprepared site.

**Cover the cost of an additional inspection in the event of a failed reinspection.

FRANCHISE TAX

SERVICE	FEE
Cable TV	5%
Telephone	4%
Municipal Energy Tax	6%
Transportation Tax	0.30%
Transient Room Tax	1%

IMPACT FEES

SERVICE	FEE
Heber City Parks and Trail (Residential Per Unit) – Applies City-Wide	$6,727.00 Single Family Dwellings/Residential-ERU $3,536.00 Multi-Family Dwellings (Including mobile homes)
Heber City Streets and Transportation (Residential Per Unit)	
Single-Family	$5,640.00
Multi-Family	$3,193.00
Non-Residential Per Trip	$678.00
Heber City Culinary Water	
Residential (ERU) Per Unit	$4,199.00
Fee Per .75" Meter (30 gpm max flow)	$4,199.00
Fee Per 1.0" Meter (50 gpm max flow)	$7,464.00
Fee Per 1.5" Meter (100 gpm max flow)	$16,794.00
Fee Per 2.0" Meter (160 gpm max flow)	$29,857.00
Fee Per 3.0" Meter (350 gpm max flow)	$67,178.00
Fee Per 4.0" Meter (1,000 gpm max flow)	$119,427.00
Heber City Pressurized Irrigation	
Residential Per Unit	$1,177.00
Non-Residential Per Irrigated Square Foot	$0.17
Heber City Sewer (Per ERU)	$1,562.00
Heber City Public Safety – Applies City-Wide	
Single-Family Residential Impact Fee (Per Unit)	$263.00
Multi-Family Residential Impact Fee (Per Unit)	$220.00
Non-Residential Impact Fee (Per Square Foot)	$0.58
Sawmill Development	
2A, 2B, 3,6,8 & 9 Special Road Assessment	$6,182.00
North Village Facility	
North Village Streets	
Single-Family Dwelling Unit	$3,623.00
Non-Residential Trip Generated	$384.00

North Village Storm Drain (Per ERU)	
Everything	$4,769.00

Impact Fees are adjusted January 1st of each year based on prior year, December, ENR 20 City Index.
In addition to Heber City's impact fees, the City also collects a $4,170.00 per ERU sewer impact fee for the Heber Valley Special Service District.

PRESSURIZED IRRIGATION FEES

SERVICE	MONTHLY FEE
Secondary Irrigation – By Lot Size	
< 6,000 sq. ft.	$12.76
6,000 – 9,999 sq. ft.	$21.26
10,000 – 14,999 sq. ft.	$31.83
15,000 – 19,999 sq. ft.	$42.40
> 20,000 per IK sq. ft.	$53.09
Non-Residential	$0.01 per sq. ft.
SERVICE	**FEE**
Ditch Irrigation	$22.07 per share with $10.00 minimum
Water Meter Transponder and Installation	
.75” Meter with Transmitter	$599.37
1.0” Meter with Transmitter	$699.78
1.5” Meter with Transmitter	$1,662.49
2.0” Meter with Transmitter	$3,141.17
3.0” Meter with Transmitter	$3,709.75
4.0” Meter with Transmitter	$5,666.12
5.0” Meter with Transmitter	$8,164.68

PLANNING FEES

APPLICATION TYPE	ADMINISTRATIVE FEE	ESCROW*
Annexations	$7,000.00	$3,200.00
MDA Amendments	$2,000.00	$600.00
General Plan, Zoning Map Amendment, Zoning Test Amendment, General Plan Amendment, New Zone Adoption, New MDA	$3,000.00	$2,300.00
Zone Map Amendment to Central Heber Overlay Zone (CHOZ), ¾ acre or less	$1,500.00	
Road Dedication or Vacation (Not Including Infrastructure Review)	$1,000.00	
Concept (Commercial/ Multi-Family)	$2,500.00	
Site Plan (Commercial/ Multi-Family)	$7,500.00	
CHOZ Commercial/ Multi-family concept, CHOZ Site Plan Commercial/ Multi-family, ¾ acre or less	$1,500.00	
Subdivision Concept	$2,000.00	
Subdivision Preliminary, RV Park Preliminary	$7,500.00 + $75.00 per Unit	
Subdivision Final, RV Park Final	$7,500.00 + $100.00/Unit	
Subdivision Final Plan Renewal	$2,000.00	
Small Subdivision	$3,500.00	
Small Subdivision in CHOZ or Condo Plat of Existing Multi-Family Dwelling in CHOZ	$1,500 plus $50 per unit	
Conditional Use	$1,000.00	
Telecommunication	$1,500.00	
Plat Amendment	$2,000.00	
Lot Line Adjustment	$750.00	
Pre-Development Meeting (App Will Not Vest a Project)	No fee	
Zoning Certification of Administrative Interpretation	$75.00	
Sign	$100.00	
Appeal Authority Application	$750.00	
PID Letter of Intent	$2,000.00	
PID Governing Documents	$5,000.00	
Site Plan Amendment (Minor)	$2,000.00	
Site Plan Amendment (Major)	$4,000.00	

Site Plan with Conditional Use Permit (CUP)	$8,500.00	
Comment Review Meeting	No fee	

*Escrow is intended to cover costs for reviewing an application and will increase if application review costs increase.

Note: If processing, review, or special report review costs exceed application fees; applicant will be required to pay additional costs.

POLICE FEES

SERVICE	FEE
Finger Printing	$35.00; $70.00 for out-of-County residents
False Alarms	
First Two	$0.00
Third	$50.00
Fourth	$75.00
Fifth Through Ninth	$100.00
Tenth and All Subsequent	$200.00
Police Reports/ Government Records Access & Management Act (GRAMA) Request	
Up to 10 pages	$10.00
11 Pages and Over	$10.00 + $0. 50 per page after 10 pages
Fax	
First Page	$2.00
Each Additional Page	$1.00
Copies	
Black and White	$0.50 per sheet
Color	$0.75 per sheet
Notarized Copy	$5.00 per signature
Multimedia Copying Fee	$30.00
Body Camera/ Car Camera Fee	First 15 minutes provided at no cost. Thereafter, actual wage and benefit cost of the lowest-paid qualified Records Officer
Body Camera/ Car Camera Fee Redacted	$30.00 Base fee plus actual wage & benefit cost
Sex Offender Registry	$25.00 annual check; $150 first time registry
Special Events Fee	$100.00

STORM WATER FEES

SERVICE	MONTHLY FEE
Single-Family Unit	$19.15
Multi-Family ≤ 1 Acre	$19.15
Multi-Family > 1 Acre	$14.90
Non-Residential ≤ 1 Acre	$19.15
Non-Residential > 1 Acre	$14.90
Maximum Fee for Any Parcel	$158.58*

*Parcels shall not be combined.

WATER/SEWER FEES

SERVICE	MONTHLY FEES
Residential Water – Base Fee	$38.50
Residential Water – Price Per Thousand Gallons	
0 – 7,000	$1.29
7,001 – 12,000	$1.60
12,001 – 19,000	$2.33
19,001 – 35,000	$2.90
35,001 – 70,000	$3.36
70,001 – 999,999,999	$3.94
Commercial Water – Base Fee	
.75” Meter	$36.41
1.0” Meter	$36.41
1.5” Meter	$167.51
2.0” Meter	$262.21
3.0” Meter	$607.77
4.0” Meter	$1,022.01
6.0” Meter	$1,884.56
8.0” Meter	$3,280.96
10.0” Meter	$3,270.00
Commercial Water – Price Per Thousand Gallons	
0 – 7,000	$1.44
7,001 – 999,999,999	$3.05
Sewer	
Base Rate	$38.49
HVSSD Fee	Please refer to Heber Valley Special Service District for current rates and charges.
Volume Charge	$2.19 per thousand gallons
SERVICE	**FEES**
Late Payment Penalty	5% or $5.00, whichever is greater
Change of Ownership Fee	$25.00
Reconnections	
First Time	$50.00
Subsequent fee if disconnected within 12 months	$100.00
Water Meter/ Transporter and Installation	
.75” Meter with Transmitter	$599.37
1.0” Meter with Transmitter	$699.78
1.5” Meter with Transmitter	$1,662.49

Commented [SN4]: All Water fees need to go up 12%
All Sewer fees need to go up 8%

I don't think anything after Volume charge does up.

2.0” Meter with Transmitter	$3,141.17
3.0” Meter with Transmitter	$3,709.75
4.0” Meter with Transmitter	$5,666.12
6.0” Meter With Transmitter	$8,164.68
Water Meter Set Delay Charge*	$75.00

All fees are one and a half times for non-resident accounts.

Note: If a water meter will be necked down from a 2" to a 1 1/2" or a 1 1/2" down to a 1", an additional fee of $191.84 will be added.

*Cover the cost of a scheduled service for an unprepared site.

Exhibit A

Consolidated Fee Schedule
2026 – 2027 Fiscal Year

Administrative Fees.....2

Airport Fees.....3

Animal Services Fees.....4

Building Fees.....7

Business License Fees.....8

Cemetery Fees.....11

Elections Fees.....15

Engineering Fees.....16

Public Works Service Fees.....17

Franchise Tax.....19

Impact Fees.....20

Pressurized Irrigation Fees.....22

Planning Fees.....23

Police Fees.....24

Storm Water Fees 25

Water/Sewer Fees.....26

ADMINISTRATIVE FEES

SERVICE	FEE
Copies	
Black and White	$0.~~20~~ 50 per sheet
Color	$0.~~30~~ 75 per sheet
Garden Plots	
Large, 12'x24'	$50.00 ($10.00 refundable)
Medium, 12'x11'	$35.00 ($10.00 refundable)
Small, 12'x6'	$20.00 ($10.00 refundable)
Non-Resident Fee	$25.00
Returning User Fee	$10.00
Low-Income Discount	$10.00
Park Reservations*	$30.00 ($50.00 cleaning deposit required)
Return Check Fee	$~~20.00~~50.00
~~**Title 17**~~	~~$5.00~~
~~**Title 18**~~	~~$10.00~~
Government Records Access & Management Act (GRAMA) Request	~~Actual Wage & Benefit Costs~~First 30 minutes provided at no cost. Thereafter, actual wage and benefit cost of the lowest-paid qualified City employee
Service Charge for Credit Cards	3% of amount charged on debit or credit
~~**Convenience Fee**~~	~~$3.00 per transaction taken over the phone~~

*A seven-day notice is required for all pavilion reservations, cancellations, and modifications with no exceptions. The $50.00 cleaning deposit is refundable upon condition that the pavilion is cleaned and free of damage after the event. An application fee is applied to all cancellations and modifications. Weather--related cancellations will be given a 50% refund depending on severity of weather (i.e., snow, heavy rain, hurricane force winds, etc.) and only after the date has taken place.

AIRPORT FEES

SERVICE	FEE
Aviation Trailers, i.e. Glider Trailers	$60.00 per year
Airport Apron Ground Lease – Lease Entered into After December 2024	$0.25 per sq. ft. with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease – Lease Entered Into After February 2015	$0.42 per sq. ft. with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned; Hangar Row)	$2,000.00 per month
Automotive Parking Fee (City-Owned Property)	$100.00 per vehicle per month
Commercial Aeronautical Permit Fee (Gross Sales <$100,000.00)	$500.00
Commercial Aeronautical Permit Fee (Gross Sales $100,000.00 to $1,000,000.00)	$100.00
Commercial Aeronautical Permit Fee (Gross Sales > $1,000,000.00)	$2,000.00
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car/Transportation Network Company)	10% of Gross Income
Fuel Flowage Fee	$0.05 per gallon
Landing Fees (Transient Aircraft)* = to& > than 8,000 lbs. MTOW	$5.00.00 per 1,000 lbs. MTOW aircraft 8,000 lbs. or greater
Landing Fees (Transient Aircraft)* <8,000 lbs. MTOW	$5.00.00
Lease Origination/Transfer Fee – Lease	3% of the greater of assessed or sale value
Proximity Gate Access Card	$0.00 - Hanger owners - (Additional requested access $40.00 per year, i.e., employees) $40.00 per year - Subtenants & Non-Hanger Owners (i.e., glider pilots, balloon pilots, etc.) $20.00 - Short-term access (i.e., contractors, air attack crews, etc.) $60.00 - Lost/ replacement gate card (Registered based aircraft 50% off)
Special Service Operator Fee (Gross Sales)	1% Gross Income
Specialized Aviation Service Operator (SASO) Application Fee	$1,500.00 per operation
Fixed Based Operator (FBO) Application Fee	$2,000.00 per application
SASO and FBO Agreement Fee	$2,500 Admin Fee + Cost

*An aircraft that is not owned by a person having a lease of license agreement with the City is considered a transient aircraft.

Commented [LM1]: There's been discussion around increasing the GATE ACCESS Card fees

ANIMAL SERVICES FEES

SERVICE	FEE
License (Not Sterilized)	$46.00
License (Spayed or Neutered)	$20.00
Lifetime License (Not Sterilized)	$60.00
Lifetime License (Spayed or Neutered)	$40.00
Rabies Verification (Every 3 Years from Verification)	$5.00
Impound Fee	
1st Impound Fee	$30.00
2nd Impound Fee	$50.00
3rd Impound Fee	$80.00
Daily Charge	$10.00
Adoption Fee	
Dogs	$50.00
Sterilized Dogs	$30.00
Pups	$30.00
Cats	$30.00
Sterilized Cats	$15.00
Relinquish Fee	
Dogs	$50.00
Pups	$20.00
Cats	$25.00
Kittens	$10.00
Surrender Fee	
Dogs	$100.00
Unspayed or unneutered	Additional $175.00
Missing required vaccinations	Additional $70.00 ($120.00 if in heat or pregnant)
Cats	$100.00
Unspayed or unneutered	Additional $35.00
Missing required vaccinations	Additional $45.00 ($95.00 if in heat or pregnant)
Livestock Pick Up	$25.00 per head
Livestock Impound	$30.00 per head/day

ANIMAL SERVICES FINES

VIOLATION	FINE
Cat at Large Ord. 6.19.020	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Dog at Large Ord. 6.19.010(A)	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Aggressive Dog at Large Ord. 6.18.090(D)	
1st violation	$200.00
2nd violation	$400.00
3rd violation	$600.00
Allow Vicious Animal at Large Ord. 6.18.090	Class B Misdemeanor
Dog Fighting Ord. 6.19.030(F)	Class B Misdemeanor
Public Nuisance Animals Ord. 6.18.040	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Cruelty to Animals Ord. 6.18.110	
1st violation	$500.00
2nd violation	Class B Misdemeanor
Abandonment of Animal Ord. 6.18.110(B)	$500.00
More Than 3 Animals Ord. 6.18.140	$300.00
Dog Attacks (Animal Offence) Ord. 6.19.010(C)	
1st violation	$500.00
2nd violation	$750.00
3rd violation	$1,000.00
Possession of Vicious Dog Ord. 6.19.010(D)	$300.00
Bringing Vicious Animal Ord. 6.18.100	$300.00
Possession of Vicious Animal Ord. 6.18.080	Class B Misdemeanor
Rabies Dog Vaccination Req. Ord. 6.26.010(A)	$100.00
Rabies Cat Vaccination Req. Ord. 6.26.020	$100.00

Dog License Regulations Ord. 6.21.010(E)	$100.00
Condition of Ownership Ord. 6.21.010	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Dog in Prohibited Place Ord. 6.21.010(B)	$300.00
Wild Dangerous/ Exotic Animal Ord. 6.18.030	$300.00
Guard Dog Notices Ord. 6.19.010(E)	$100.00
Feeding Stray Cats Ord. 6.25.030	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Kennel Permit Required Ord. 6.21.020	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Hobby Breeders Ord. 6.21.030	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Household Pet Daycare Ord. 6.21.025	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Livestock at Large/ Fencing Ord. 6.19.030(B)	
1st violation	$100.00
2nd violation	$200.00
3rd violation	$300.00
Hindering AC Officer Ord. 6.17.060	Class B Misdemeanor

BUILDING FEES

SERVICE	FEE
Plan Review	~~40% of building permit fee on Commercial; 25% of building permit fee on residential.~~65% of building permit fee
Minimum For All Projects	$60.00
Manufactured Homes Inspection (Set Up, in Established Parks)	$100.00
Temporary Power Pedestal Inspection	$60.00
Electrical Service Change – Out Inspection	$60.00
Gas Line Inspection	$60.00
Other (Electrical, Building, Mechanical, and Plumbing)	$60.00
~~**Plan Review**~~	
~~Decks and Basements~~	~~25% of building permit fee~~
~~Detached garage/buildings under 1,000 sq. ft.~~	~~25% of building permit fee~~
~~Detached garage/buildings over 1,000 sq. ft.~~	~~25% of building permit fee~~
Third-Party Examination (Based on Request for Quick Review)	64% of building permit fee or actual cost of review
Plans reviewed by City Staff	25% of building permit fee
Reinspection Fee	$60.00
Miscellaneous Permits	$60.00
Building Permit*	The Building Fee valuation figures, as listed in the Building Valuation Data by ICC

Double fees for buildings or installation without Plan Review and Permit.

***The Building Fee valuation figures, as listed in the Building Safety Journal published by the ICC (International Code Council) and updated on a biannual basis are hereby adopted to be included in the Heber City Consolidated Fee Schedule and are subject to update on a biannual basis on the tables and formulas of the ICC.

BUSINESS LICENSE FEES

SERVICE	FEE
Processing Fee	$50.00
Home Occupation Processing Fee	$30.75 w/out impact (Must have approval letter from City)
Commercial License Processing Fee	$51.50
Duplicate/ Replacement License	$10.25
Automotive Service and Repair	$128.50
Assisted Living/ Care Centers	$66.75/ $4.25 per unit
Banks	$257.00
Big Box	$2,056.00
Convenience Store	
With Gas – Open 24 hours	$822.50
With Gas – Not open 24 hours	$514.00
Department Store	$514.00
Entertainment	$113.00
Heber Market on Main	
Seasonal Vendor (12-Weeks)	
Season Craft/ General Vendor Fee with Electricity – Premium	$400.00
Season Craft/ General Vendor Fee without Electricity – Regular	$350.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	$0.00
Seasonal Education Vendor Fee Not for Profit	$~~154.25~~250.00
Seasonal Education Vendor Fee for Profit	$350.00
No-Show Penalty/ Cancellation Fee	$100.00
Beer Garden	$600.00
Clean-Up Fee per Day	$100.00
Weekly Vendors	
Weekly Food Trucks with Electricity – Premium	$55.00
Weekly Food Trucks without Electricity – Regular	$40.00
Weekly Craft/ General Vendor with Electricity – Premium	$55.00

Commented [LM2]: Emailed Rachel Kahler on 05/14/2026

Commented [SN3R2]: Candace should have these.

Weekly Craft/ General Vendor without Electricity – Regular	$40.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	$0.00
Weekly Education Vendor Fee Not for Profit	$35.00
Weekly Education Vendor Fee for Profit	$55.00
Clean-Up Fee per Day	$100.00
Film Events	
Large	$257.00
Small	$154.25
Student	$0.00
Fireworks	$303.25
Food Truck/Motorized Street Vendor (Separate from HMOM)	$123.25
General Services – (Business & Professional, Personal, Construction & Contracted Services	$66.75
Home Occupation	$51.50

Home Occupation No Impact (Must have approval letter from City) - Shall be entirely conducted in the home - Shall not involve retail sales - Does not require signage - Does not involve customers or employees visiting the home - There will be no evidence from the exterior of the home that a business is being conducted - No specialty vehicles associated with the business such as dump trucks, tractors, skid steers, tractor trailers, boom trucks, tank trucks, backhoes, pump trucks, or other similar vehicles will be parked or stored at the home	$0.00
Large Grocery	
With Gas	$2,056.00
Without Gas	$1,028.00
Hotel/Motel	$66.75 + $9.25 per room
Extended Stay Motel	$66.75 + $53.50 per room
Manufacturing	$66.75
Mobile Home Park	$66.75 + $59.50 per unit

Motorized Street Vendors	$123.25
Nightly Rental	$66.75 plus $13.25 per room
Non-Depository Credit intermediation/ Pawn Brokers	$231.25
Non-Profit Special Events	$25.75
Restaurants	$349.50
Seasonal	$97.75
Sexually Oriented Business	$925.25
Social Club	$308.50
Special Events	
Large	$334.00
Small	$36.00
Specialty Foods	$102.75
Sales/ Rental/ Wholesale	$113.00
Solicitor	$154.25
Solicitor Replacement Badge	$15.50
Storage Units	$66.75
Tobacco Store	$1,028.00
Temporary	$46.25 + $10.25 per day
Transportation	$66.75
Special Event (Per Vendor)	$25.75
Class A Restaurant Alcohol License	$267.25
Class B Package Alcohol License	$102.75
Class C Tavern Alcohol License	$267.25
Class D Bowling Alley Alcohol License	$267.25
Temporary/ Single Event Alcohol License	$51.50
1st Late Fee Assessed February 1	25% of business license fee Business license process is required in addition to paying for a new license
2nd Late Fee Assessed March 1	50% of business license fee. Business license process is required in addition to paying for a new license.
Administrative Citation may be issued on April 5	Applicable charge as defined on Code Enforcement citation

Note: If a business license fits within 2 or more fee categories, the total business license fee will be the sum of each fee category.

CEMETERY FEES

SERVICE	FEE
Grave Purchase "Value"	
Resident	$1,200.00
Non-Resident	$1,800.00
Grave Purchase "Standard"	
Resident	$1,400.00
Non-Resident	$2,600.00
Grave Purchase "Premium"	
Resident	$1,800.00
Non-Resident	$3,400.00
Infant Grave – Infant Section Only	
Resident	$175.00
Non-Resident	$300.00
Opening/ Closing (Weekdays)	
Resident	$650.00
Non-Resident	$850.00
Opening/ Closing (Weekends)	
Resident	$1,100.00
Non-Resident	$1,300.00
Infant/Cremains Opening/ Closing (Weekdays)	
Resident	$350.00
Non-Resident	$450.00
Infant/ Cremains Opening/ Closing (Weekends)	
Resident	$800.00
Non-Resident	$900.00
Disinterment	
Full Body	$2,500.00
Infant	$1,000.00
Cremains	$500.00
Niche	$500.00
Transfer Fee – Per Lot	$200.00
Overtime Fee – Per ½ hour	$100.00

Any service arriving at 3:30 PM or later = OT charge	
Quick Claim Deeds (per transfer)	$200.00
Headstone Inspection Fee	$25.00
Headstone Removal Fee*	
Flat or Wedge	$200.00
Upright	$400.00
Cremation Niche	
Rows A & B (top two rows) Resident	$1,630.00
Rows A & B (top two rows) Non-Resident	$2,660.00
Rows C & D (bottom two rows) Resident	$1,300.00
Rows C & D (bottom two rows) Non-Resident	$2,115.00
Special Engraving, Design, or Emblem	
Single Niche	$400.00
Companion Niche	$600.00
Opening & Closing (Weekdays)	
Resident	$200.00
Non-resident	$300.00
Opening & Closing (Weekends)	
Resident	$450.00
Non-Resident	$550.00
Columbarium Niche (Near the Admin. Bldg.)	See online Fee Schedule for current pricing

*Large headstones may require removal through an outside contracting company. The fee will be determined by the contractor. Heber City and its employees will not be responsible for damage to headstones during the removal of headstones or the opening of graves.

Cemetery Information

- Niche Urns must be 10/5"x10.5" or smaller.
- Cremations must be in a plastic, metal, or concrete container.
- No burials may be scheduled Friday - Tuesday of Memorial Day Weekend.
- No Sunday burials, unless there is a cultural or religious reason to do so.
- No double burials are allowed unless one or both are cremation - only one headstone is allowed.
- Graveside services have a 90-minute time limit, after which an overtime fee will apply.
- All services must be completed by 4:00 PM to allow staff to close the grave.
- Upright headstones are only allowed in specific areas.
- Flat headstones must be flush with the ground; wedge stones are considered upright.
- Only those currently living within the Heber City limits are considered City residents.
- Those living in Wasatch County are considered non-residents, and must pay the
- non-resident rates.
- Headstone Dimensions:
- Single grave 48"x32"
- Double stone 96"x32”

ELECTIONS FEES

SERVICE	FEE
Declaration of Candidacy	$50.00

ENGINEERING FEES

SERVICE	FEE
Subdivision Inspection Fee Initial Deposit*	5% to $200,000.00
	2% next $800,000.00
	1% above $1,000,000.00
Standard Specification	$20.00

*If the inspection costs exceed initial fee deposits listed above, an additional deposit will be required. Applicant is responsible for all inspection fees required for their project.

PUBLIC WORKS SERVICE FEES

SERVICE	FEE
Excavation Fee	
Paved Surfaces > 25 sq. ft.	$300.00 + $1.50 per sq. ft. for roads 0-3 years old
Paved Surfaces > 25 sq. ft.	$300.00 + $0.25 per sq. ft. for roads over 3 years old
Unpaved Surfaces (Lengths ≤~~less than or equal~~ to 100 ft)	$50.00
Paved Surfaces < 25 sq. ft.	$100.00
Specialty Sign: Deaf or Blind Child in Area, etc.	$500.00
Investigative Water Sample Fee	$25.00
Banners	
Application	$25.00
Installation and Removal	$300.00
Snow Bird Policy Fees	
Base Rates	All Utility Base Rates are charged on residences requesting service shut off without change of account holder
Shut-off Service/Turn Service Back On	$50.00 per time water is turned off or reconnected
Damaged Meter Fee	The full cost of the meter up to $250.00, material cost and wage cost for replacement based on current rates.
Theft of Service/ Accessing Meter Vault Fine	Up to $500.00 plus the cost of services.
Fire Hydrant Meter Permit	
Deposit	$4,000.00
Daily Rental Fee	$10.00
Water Usage Charge	$0.025 per gallon
Mandatory Minimum Usage Fee	$25.00
Fats, Oils and Grease (FOG) Inspection Fees	
Three-month Compliance Inspection	$100.00
One-Month Compliance Inspection	$100.00
Weekly Compliance Inspection	$100.00
FOGS Sampling Fees	
BOD (Biological Oxygen Demand)	$90.00
O&G (Oil and Grease)	$100.00

TSS (Total Suspended Solids)	$39.00
COD (Chemical Oxygen Demand)	$32.00
After Hours Inspection	$300.00 for each call out
Blockage Caused by FSE (Food Service Establishments)	
1st Blockage	$1,000.00
2nd Blockage	$1,500.00
3rd Blockage	$2,000.00
Additional Violations	Increased by $500.00 every additional violation
Violation of FOGS Ordinance 13.08	
1st Violation	Written warning
2nd Violation	$1,000.00
3rd Violation	$1,500.00
Additional Violations	Increased by $500.00 every additional violation
After Hours Inspection	$300.00 for each call out (based on a 2-hour minimum at $150.00 per hour)~~$150.00~~300.00 ~~Each call out plus $150.00 for every hour~~
Public Improvement Inspections	
Inspection Delay Charge*	$75.00
Reinspection Fee**	$75.00
2nd Reinspection Fee**	$~~75~~100.00
3rd Reinspection Fee**	$~~7~~125.00

*Cover the cost of a scheduled inspection for an unprepared site.

**Cover the cost of an additional inspection in the event of a failed reinspection.

FRANCHISE TAX

SERVICE	FEE
Cable TV	5%
Telephone	4%
Municipal Energy Tax	6%
Transportation Tax	0.30%
Transient Room Tax	1%

IMPACT FEES

SERVICE	FEE
Heber City Parks and Trail (Residential Per Unit) – Applies City-Wide	$6,727.00 Single Family Dwellings/Residential-ERU $3,536.00 Multi-Family Dwellings (Including mobile homes)
Heber City Streets and Transportation (Residential Per Unit)	
Single-Family	$5,640.00
Multi-Family	$3,193.00
Non-Residential Per Trip	$678.00
Heber City Culinary Water	
Residential (ERU) Per Unit	$4,199.00
Fee Per .75" Meter (30 gpm max flow)	$4,199.00
Fee Per 1.0" Meter (50 gpm max flow)	$7,464.00
Fee Per 1.5" Meter (100 gpm max flow)	$16,794.00
Fee Per 2.0" Meter (160 gpm max flow)	$29,857.00
Fee Per 3.0" Meter (350 gpm max flow)	$67,178.00
Fee Per 4.0" Meter (1,000 gpm max flow)	$119,427.00
Heber City Pressurized Irrigation	
Residential Per Unit	$1,177.00
Non-Residential Per Irrigated Square Foot	$0.17
Heber City Sewer (Per ERU)	$1,562.00
Heber City Public Safety – Applies City-Wide	
Single-Family Residential Impact Fee (Per Unit)	$263.00
Multi-Family Residential Impact Fee (Per Unit)	$220.00
Non-Residential Impact Fee (Per Square Foot)	$0.58
Sawmill Development	
2A, 2B, 3,6,8 & 9 Special Road Assessment	$6,182.00
North Village Facility	
North Village Streets	
Single-Family Dwelling Unit	$3,623.00
Non-Residential Trip Generated	$384.00

North Village Storm Drain (Per ERU)	
Everything	$4,769.00

Impact Fees are adjusted January 1st of each year based on prior year, December, ENR 20 City Index.
In addition to Heber City's impact fees, the City also collects a $4,170.00 per ERU sewer impact fee for the Heber Valley Special Service District.

PRESSURIZED IRRIGATION FEES

SERVICE	MONTHLY FEE
Secondary Irrigation – By Lot Size	
< ~~Less than~~ 6,000 sq. ft.	$12.76
6,000 – 9,999 sq. ft.	$21.26
10,000 – 14,999 sq. ft.	$31.83
15,000 – 19,999 sq. ft.	$42.40
≥~~More than~~ 20,000 per IK sq. ft.	$53.09
Non-Residential	$0.01 per sq. ft.
SERVICE	**FEE**
Ditch Irrigation	$22.07 per share with $10.00 minimum
Water Meter Transponder and Installation	
.75” Meter with Transmitter	$599.37
1.0” Meter with Transmitter	$699.78
1.5” Meter with Transmitter	$1,662.49
2.0” Meter with Transmitter	$3,141.17
3.0” Meter with Transmitter	$3,709.75
4.0” Meter with Transmitter	$5,666.12
5.0” Meter with Transmitter	$8,164.68

PLANNING FEES

APPLICATION TYPE	ADMINISTRATIVE FEE	ESCROW*
Annexations	$7,000.00	$3,200.00
MDA Amendments	$2,000.00	$600.00
General Plan, Zoning Map Amendment, Zoning Test Amendment, General Plan Amendment, New Zone Adoption, New MDA	$3,000.00	$2,300.00
Zone Map Amendment to Central Heber Overlay Zone (CHOZ), ¾ acre or less	$1,500.00	
Road Dedication or Vacation (Not Including Infrastructure Review)	$1,000.00	
Concept (Commercial/ Multi-Family)	$2,500.00	
Site Plan (Commercial/ Multi-Family)	$7,500.00	
CHOZ Commercial/ Multi-family concept, CHOZ Site Plan Commercial/ Multi-family, ¾ acre or less	$1,500.00	
Subdivision Concept	$2,000.00	
Subdivision Preliminary, RV Park Preliminary	$7,500.00 + $75.00 per Unit	
Subdivision Final, RV Park Final	$7,500.00 + $100.00/Unit	
Subdivision Final Plan Renewal	$2,000.00	
Small Subdivision	$3,500.00	
Small Subdivision in CHOZ or Condo Plat of Existing Multi-Family Dwelling in CHOZ	$1,500 plus $50 per unit	
Conditional Use	$1,000.00	
Telecommunication	$1,500.00	
Plat Amendment	$2,000.00	
Lot Line Adjustment	$750.00	
~~**Development Review Meeting (App will not vest a project)**~~	~~$1,000.00~~	
~~**Pre-Application Meeting (App will not vest a project)**~~	~~$250.00~~	
Pre-Development Meeting (App Will Not Vest a Project)	~~$125.00~~No fee	
Zoning Certification of Administrative Interpretation	$75.00	
Sign	~~$78.00~~$100.00	
Appeal Authority Application	$750.00	
~~**Other Applications**~~	~~$100.00 + Costs~~	

PID Letter of Intent	$2,000.00	
PID Governing Documents	$5,000.00	
Site Plan Amendment (Minor)	$2,000.00	
Site Plan Amendment (Major)	$4,000.00	
Site Plan with Conditional Use Permit (CUP)	$8,500.00	
Comment Review Meeting	No fee	

*Escrow is intended to cover costs for reviewing an application and will increase if application review costs increase.

Note: If processing, review, or special report review costs exceed application fees; applicant will be required to pay additional costs.

POLICE FEES

SERVICE	FEE
Finger Printing	$35.00; $70.00 for out-of-County residents
False Alarms	
First Two	$0.00
Third	$50.00
Fourth	$75.00
Fifth Through Ninth	$100.00
Tenth and All Subsequent	$200.00
Police Reports/ Government Records Access & Management Act (GRAMA) Request	
Up to 50 10 pages	$10.00
51 11 Pages and Over	$10.00 + $0. 250 per page after 50 10 pages
Fax	
First Page	$2.00
Each Additional Page	$1.00
Copies	
Black and White	$0.20 50 per sheet
Color	$0.30 75 per sheet
Notarized Copy	$5.00 per signature
GRAMA/Discovery Request	Actual Wage & Benefit Cost First 30 minutes provided at no cost. Thereafter, actual wage and benefit cost of the lowest-paid qualified City employee
Multimedia Copying Fee	$30.00
Body Camera/ Car Camera Fee	$30.00 per OfficerFirst 15 minutes provided at no cost. Thereafter, actual wage and benefit cost of the lowest-paid qualified Records Officer
Body Camera/ Car Camera Fee Redacted	$30.00 Base fee plus actual wage & benefit cost
Sex Offender Registry	$25.00 annual check; $150 first time registry
Special Events Late Fee*	$100.00

*Late fee inflicted if special event is not scheduled at least one week in advance.

STORM WATER FEES

SERVICE	MONTHLY FEE
Single-Family Unit	$~~17.56~~ 19.15
Multi-Family ≤ 1 Acre	$~~17.56~~ 19.15
Multi-Family > 1 Acre	$~~13.67~~14.90
Non-Residential ≤ 1 Acre	$~~17.56~~ 19.15
Non-Residential > 1 Acre	$~~13.67~~ 14.90
Maximum Fee for Any Parcel	$~~145.49~~158.58*

*Parcels shall not be combined.

WATER/SEWER FEES

Commented [SN4]: All Water fees need to go up 12%
All Sewer fees need to go up 8%

I don't think anything after Volume charge does up.

SERVICE	MONTHLY FEES
Residential Water – Base Fee	$38.50
~~.75" Meter~~	~~$32.51~~
~~1.0" Meter~~	~~$32.51~~
Residential Water – Price Per Thousand Gallons	
0 – 7,000	$~~1.15~~1.29
7,001 – 12,000	$~~1.43~~1.60
12,001 – 19,000	$~~2.08~~2.33
19,001 – 35,000	$~~2.59~~2.90
35,001 – 70,000	$~~3.00~~3.36
70,001 – 999,999,999	$~~3.52~~3.94
Commercial Water – Base Fee	
.75" Meter	$~~32.51~~36.41
1.0" Meter	$~~32.51~~36.41
1.5" Meter	$~~149.56~~167.51
2.0" Meter	$~~234.12~~262.21
3.0" Meter	$~~545.87~~607.77
4.0" Meter	$~~912.51~~1,022.01
6.0" Meter	$~~1,682.64~~1,884.56
8.0" Meter	$~~2,929.43~~3,280.96
10.0" Meter	$~~2,919.64~~3,270.00
Commercial Water – Price Per Thousand Gallons	
0 – 7,000	$~~1.29~~1.44
7,001 – 999,999,999	$~~2.72~~3.05
Sewer	
Base Rate	$~~35.64~~38.49
HVSSD Fee	~~$14.65 per ERU plus $0.65 per 1,000 gallons of winter water usage~~Please refer to Heber Valley Special Service District for current rates and charges.
Volume Charge	$~~2.03~~2.19 per thousand gallons
SERVICE	**FEES**
Late Payment Penalty	5% or $5.00, whichever is greater
Change of Ownership Fee	$25.00
Reconnections	
First Time	$50.00
Subsequent fee if disconnected within 12 months	$100.00
Water Meter/ Transporter and Installation	
.75" Meter with Transmitter	$599.37
1.0" Meter with Transmitter	$699.78
1.5" Meter with Transmitter	$1,662.49

2.0” Meter with Transmitter	$3,141.17
3.0” Meter with Transmitter	$3,709.75
4.0” Meter with Transmitter	$5,666.12
6.0” Meter With Transmitter	$8,164.68
Water Meter Set Delay Charge*	~~$70.00~~75.00

All fees are one and a half times for non-resident accounts.

Note: If a water meter will be necked down from a 2" to a 1 1/2" or a 1 1/2" down to a 1", an additional fee of $191.84 will be added.

*Cover the cost of a scheduled service for an unprepared site.

Heber City Council Staff Report

MEETING DATE: 6/2/2026

SUBJECT: Finance Director Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule

RESPONSIBLE: Sara Nagel

DEPARTMENT: Finance

STRATEGIC RELEVANCE:

SUMMARY

The following is direction from the Utah State Tax Commission (USTC) regarding their interpretation of the Truth in Taxation provisions that were created by HB 236.

- At every public meeting and public hearing where the budget is discussed from the first meeting in May until final budget adoption before September 1st:
    - The property tax impact schedule should be included as a separate item on the meeting or hearing agenda (except for the August hearing- allowable agenda items are specifically outlined in 59-2-919(8)(b)(i)(B))
    - Printed copies of the property tax impact schedule should be made available to the public at the meeting or hearing.

- At the first meeting in May and any public hearing on the budget before June 30th:
    - The property tax impact schedule must be presented to the public in addition to meeting the requirements listed above.

- The property tax impact schedule should be available on your entity's website from the first meeting in May until final budget adoption.

The City is following all USTC recommendations.

RECOMMENDATION

BACKGROUND

During the 2026 General Legislative Session, the Utah Legislature adopted HB 236, which modified certain requirements related to municipal budget adoption and the Truth-in-Taxation process under Utah Code §59-2-919.

HB 236 introduces an additional step earlier in the budget process. Specifically, if a municipality is considering a property tax rate that exceeds the certified tax rate, the Budget Officer must publicly state, at the time the tentative budget is presented, that the tentative budget includes a proposed property tax increase. This statement must include:

- The approximate dollar amount of additional ad valorem tax revenue to be generated;
- The purpose of the additional revenue;
- The approximate percentage increase in property tax revenue; and
- Notice that a formal Truth-in-Taxation hearing will be scheduled if the City proceeds with the proposed increase.

This requirement is intended to improve transparency by informing the public and governing body earlier in the budget process that a property tax increase is being contemplated, rather than waiting until the formal Truth-in-Taxation notice and hearing phase.

The presentation of the property tax impact statement requirement was satisfied during the May 5, 2026 City Council meeting.

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Proposed Property Tax Impact Schedule

Proposed Property Tax Impact Schedule

Finance Director Statement: As part of the Fiscal Year 2027 Tentative Budget, Heber City will consider an increase to its property tax rate from 0.00077 to 0.00081 (estimated) to generate an additional $174,000. The following information is intended to provide decision makers and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted. The City shall provide notice of and conduct a public hearing as required where members of the public have an opportunity to comment on the proposed increase.

Heber City's Current Property Tax Rate		0.00077
Heber City's Current Property Tax Revenue	$	3,347,780
Proposed Revenue with Tax Change	$	3,521,780
New Property Tax Revenue to Heber City	$	174,000
Estimated Increase to Heber City's Property Tax Revenue		5.20%
Estimated annual increase to a primary residence of $850,000	$	18.72
Estimated annual increase to a business valued at $850,000	$	34.03

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Legislative	$ 275,700	$ 272,940	$ 2,760

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Judicial	$ 399,400	$ 395,400	$ 4,000

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Administrative	$ 1,462,400	$ 1,447,750	$ 14,650

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
General Gov't Buildings	$ 353,500	$ 349,960	$ 3,540

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Attorney	$ 127,200	$ 125,930	$ 1,270

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Human Resources	$ 169,900	$ 168,200	$ 1,700

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Information Technology	$ 486,300	$ 481,430	$ 4,870

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Engineering	$ 269,500	$ 266,800	$ 2,700

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Building	$ 1,564,600	$ 1,548,920	$ 15,680

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Planning	$ 904,700	$ 895,630	$ 9,070

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Police	$ 7,133,100	$ 7,061,600	$ 71,500

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Animal Control	$ 460,700	$ 456,080	$ 4,620

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Roads	$ 1,745,800	$ 1,728,310	$ 17,490

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Parks	$ 1,127,500	$ 1,116,200	$ 11,300

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Cemetery	$ 883,300	$ 874,450	$ 8,850

Impact of Tax Increase: Departments across the city are experiencing increased costs in materials, services and labor. This increase will maintain the City's most stable revenue source at a level sufficient to providing essential services.

Total General Fund Change $ 174,000

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

DRAFT Minutes

6:00 p.m. Budget Workshop Meeting #1

I. BUDGET WORKSHOP #1 - 6:00 P.M.

City Council Present: Council Member Yvonne Barney
Council Member Aaron Cheatwood - remotely
Council Member Mike Johnston
Council Member Morgan Murdock
Council Member Sid Ostergaard

City Council Absent: Mayor Heidi Franco

Staff Present: City Manager Matt Brower
Community Development Director Tony Kohler
Planning Manager Jamie Baron
City Engineer Russ Funk
Finance Manager Sara Jane Nagel
Executive Assistant to the City Manager Lainee Meyers
City Recorder Trina Cooke
Chief of Police Parker Sever
Human Resources Director Cherie Ashe
Public Works Director Matthew Kennard
Judge Randy Birch
Building Official Curt Davis

Staff Participating Remotely: Planner Jacob Roberts, Assistant to the City Manager Lainee Meyers, and Public Works Director Matthew Kennard.

Also Present: No one from the public was in attendance.

Also Attending Remotely: (names are shown as signed-in online) A, AB, J S, MTN, Shorty5.

1. Call to Order -

Mayor Pro-Tem Aaron Cheatwood called the meeting to order at 6:14 p.m.

II. 2027 FISCAL YEAR BUDGET

1. Finance Director Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule (Sara Nagel, Finance Manager) - *10 min*

Finance Director Sara Nagel read the required Statement of Proposed Property Tax Increase as included in the Staff Report.

2. Fiscal Year 2027 Budget Workshop Number One (Sara Nagel, Finance Manager, Matt Brower, City Manager) (Sara Nagel, Finance Manager)

City Manager Matt Brower provided an overview of the handouts, planned discussion, and the proposed budget, as included in the meeting materials. He reviewed the budget alignment with Council priorities.

The presentation covered:

- fiscal trends
- inflationary pressures
- personnel costs
- sales tax revenue trends
- history of recessions in the U.S.

Mr. Brower described the impact of the above list on the Community Reinvestment Agency (CRA) increment and the General Fund. He explained the impact to the General Fund caused by the large lump sum of CRA increment paid to the City by the County. He offered budget recommendations based on current fiscal trends and provided budget initiatives and decision points. The presentation covered general budget details and assumptions for Fiscal Year 2027. Mr. Brower shared the staffing positions that would be funded as well as the requested staffing that had been denied.

Community Development Director Tony Kohler implored the Council to find it in the budget to fund another Planner. He explained that the Planning Department's current level of service was unable to keep up with the current demand.

Mr. Brower provided an overview of the CAMS (Community Alliance for Main Street) Main Street Initiative. Finance Director Sara Nagel reminded everyone that the proposed budget was a tentative budget and there were anticipated changes forthcoming. They reviewed the past ten years of trending sales tax and General Fund property taxes. Ms. Nagel provided scenarios for inflationary tax increases. She assured the Council that the City had cut everything it could from the budget, but to offer a balanced budget, the City needed the proposed 5% property tax increase. She recalled the full-time employee needed in the Planning Department that the budget could not accommodate. Mr. Brower offered alternatives to a property tax increase.

Assistant to the City Manager Lainee Meyers reviewed new legislation that permitted

the City to impose a transportation utility fee. She outlined the requirements established by the State in order to do so. She recommended moving forward with a feasibility and legal analysis in order for the City to determine whether it would like to pursue a transportation utility fee.

Mr. Brower explained that the TAP (Trails, Arts, and Parks) tax was a revenue source voted for by the residents of Wasatch County. The tax was one-tenth of one percent on all local sales tax. He provided an overview of the TAP tax mechanisms and shared the park project recommendations from the POSTT (Parks, Open Space, Trails, and Trees) Committee, that could potentially be funded by the TAP tax revenue received by Heber City.

Mr. Brower asked the Council to consider specific points before reconvening for Budget Workshop number two on Friday. He informed the Council the discussion on Friday, at the second Budget Workshop Meeting, would begin with the begin with the airport and go from there.

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

No one from the public came forward to comment.

IV. ADJOURNMENT:

Motion: Council Member Murdock moved to adjourn.
Second: Council Member Barney Made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**
The City Council meeting was adjourned at 9:38 p.m.

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Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
May 8, 2026

DRAFT Minutes

6:00 p.m. Budget Workshop Meeting #2

I. BUDGET WORKSHOP #2 - 6:00 P.M.

City Council Present:	Mayor Heidi Franco - remotely Council Member Yvonne Barney Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Morgan Murdock Council Member Sid Ostergaard
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley City Engineer Russ Funk Finance Manager Sara Jane Nagel City Recorder Andrew Conley Chief of Police Parker Sever Judge Randy Birch

Staff Participating Remotely: Public Works Director Matthew Kennard.

Also Present: No one from the public attended the meeting in-person.

Also Attending Remotely: (names are shown as signed-in online) A, Bec, MTN, and Shortcake5.

1. Call to Order (Heidi Franco, Mayor)

Mayor Franco called the meeting to order at 6:06 PM and welcomed everyone present.

II. 2027 FISCAL YEAR BUDGET

1. Finance Director Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule (Sara Nagel, Finance Manager) -

The Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule is included in the meeting materials.

2. Fiscal Year 2027 Budget Workshop Number Two (Sara Nagel, Finance Manager, Matt Brower, City Manager)

City Manager Matt Brower listed the follow-up items from the first Budget Workshop as included in the meeting presentation slide-deck. City Engineer Russ Funk explained that the Transportation Utility Fee required a traffic impact study prior to implementation.

Council Member Johnston felt strongly that the Planning Department needed another Planner to meet an acceptable level of service for the City. Mayor Franco hoped to see the City offer property tax relief to the property owners that qualified under the County's tax abatement program. Council discussed funding options for the additional planning position, the salt shed replacement at Public Works, and offering assistance to property owners in need.

Mr. Brower reviewed the Airport funding and contributions from the Federal Aviation Administration (FAA). He provided Airport revenues and explained how the airport projects were funded. Ms. Nagel provided further explanation of the two Airport funds within the City budget.

Ms. Nagel described Fund 42, the Capital Improvement Fund, and proposed the City designate an amount to dedicate to the fund for unforeseen needs of the City. Currently, Fund 42 had no money. Council Member Cheatwood proposed $100,000.00 be dedicated to Fund 42 and Ms. Nagel agreed to try to find money in the budget to be moved.

Mr. Brower proposed the City perform a utility rate study to ensure the customers were paying a sufficient amount to cover the costs. A replacement line project was needed for the aging lines on the west side of town.

Ms. Nagel and Mr. Brower provided additional information on revenues, expenditures, and departmental requests, as included in the attached presentation and proposed Tentative Budget. The Council asked questions and provided direction on funding priorities, operational needs, and potential adjustments. Council Members discussed options for balancing the budget and ensuring responsible use of public funds. No formal action was taken during the workshop, and staff agreed to incorporate the Council’s feedback into the next draft of the Tentative Budget for consideration prior to Council adoption.

Chief of Police Parker Sever shared a presentation proposing the consolidation of the Heber City Justice Court with the Wasatch County Court, as outlined in the attached meeting materials. He listed the benefits to the City that would result in the proposed consolidation. He clarified the decision would need to be made that year as the sitting Judge Randy Birch would be up for re-election. It was a six-year term. Mr. Brower noted that the space used for the Court could be converted to additional office space for the growing need for more staff. It was noted that the Heber Light and Power office building could be converted into City office space.

Judge Birch equated consolidating the courts to hiring consultants. The residents in the City were known to the City's Justice Court system and staff. Prosecutor Mark Smedley reiterated that the residents that appeared in the local Court had a more personable experience but understood if Council felt the decision to consolidate made better sense economically. Consensus of Council majority did not express interest in dissolving the local City Court system, but wished to have additional discussion a coming City Council Meeting in June.

Council decided to cancel the third Budget Workshop Meeting that was scheduled for the following day, Saturday, May 9, 2026, at 9:00 a.m.

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

No one from the public came forward to comment.

IV. ADJOURNMENT:

Motion: Council Member Barney made the motion to adjourn.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed 5-0.**
The meeting was adjourned at 10:00 p.m.

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Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
Amended Agenda
May 19, 2026

DRAFT Minutes

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

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

Mayor Heidi Franco called the meeting to order at 4:04 p.m. and welcomed everyone present.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Morgan Murdock Council Member Sid Ostergaard
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley Community Development Director Tony Kohler Planning Manager Jamie Baron City Engineer Russ Funk Finance Manager Sara Jane Nagel City Attorney Jeremy Cook City Recorder Trina Cooke Chief of Police Parker Sever

Staff Participating Remotely: IT Specialist Anthon Beales, Public Works Director Matthew Kennard, Human Resource Manager Cherie Ashe, Engineering Tech Desiree Muheim, Assistant City Manager J. Mark Smedley, Engineer Kyle Turnbow, and Finance Director Sara Nagel.

Also Present: Jason Glidden (MCHT), Kendall Crittenden (Wasatch County Council Member), Kent Shelton, Rachel Kahler (CAMS), Tori Broughton, Bart Mounteer, Naomi Kisen (UDOT), Craig Hancock (UDOT), Andrea Clayton (UDOT), Wyatt Woolsey (UDOT), Jeremy Smith, Gaylyn Latimer, Richy Wright, Paul Berg, Devin Johnson, Kurt Hoffman, Chad Marsing, Jason Norlen, M Kahler, Dallin Koecher, Muhammad A Muhammad, Cannon Taylor, Sue Waldrip, Dave Harris, Trudy Harter, Clayton Vance, Pat Sweeney, Gene Sweeney, Farah Sanders, Bettina Gese,

Corey Noyes, Phil Jordan, Candy Bonner, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (Names are printed as signed-in online) Cannon Taylor, Catherine, Jami Hewlett, kks, Mike Plowman, Patrick, TMT, A, Bob Brandt, Bridget Whiting, D. Harris, Dallin K, Deb, DK, Grace Doerfler KPCW, Jen, JS, K Anderson, Kamen Goddard, Lori Rutland, Louise, Me, Michael, Nick Lopez, Phil Jordan, Shorcake5, and SHORTY5.

1. Affordable Housing 101: Introduction to Affordable Housing (Jason Glidden) - *60 min*

Executive Director of Mountainlands Community Housing Trust and Heber City Consultant Jason Glidden provided the presentation as included in the meeting materials. He explained the housing demand and the challenges faced, including the impact of short-term rentals on affordable housing locally, as well as additional contributing factors driving up housing costs in the Wasatch Back. Mr. Glidden reviewed common terms used in affordable housing discussions and provided definitions for each. He shared the recommendation that housing should not be more than 30% of a household income and provided a chart of AMI (Area Median Income) based on the number of people in the household. He then outlined a monthly schedule of educational housing meeting presentations planned for the Council. Council discussion included employee housing assistance, and how to better create affordable housing options in the community.

2. Status Update from Animal Policy Ad Hoc Committee (Morgan Murdock, Council Member) - *5 min*

Assistant City Manager Mark Smedley shared the recommendations from the Animal Policy ad-hoc committee as included in the Staff Report and meeting presentation. The committee proposed dogs be allowed in certain parks if on-leash, to prohibit dogs in other parks, and to install more off-leash parks for dogs. Council Member Johnston asked that the Council return to the discussion at the end of the meeting during the Communication Items, if time permitted.

Mayor Franco moved the meeting forward to agenda item four of the Work Meeting.

3. Review State-Level Water Declarations and Heber City's Water Shortage Plan (J. Mark Smedley, Asst. City Manager) - *15 min*

Mayor Franco moved Work Meeting Agenda item three to the General Business section of the Regular Meeting agenda.

Assistant City Manager Mark Smedley stated that the past year had been the lowest water accumulation in recorded history. He read the water restriction recommendations from the Water Shortage Plan that the City had adopted in 2023.

Council Member Johnston noted that the City water use would be dictated by the Wasatch Irrigation Company. City Engineer Russ Funk met with the Central Utah Water Conservancy District monthly. He said the current recommendation for water conservation was voluntary reduction. He added that the more water the City could conserve, and dependent upon the natural precipitation received, the longer the irrigation would be extended for community use. Consensus of Council majority wanted to be proactive and ask the community to use water more conservatively.

Public Works Director Matthew Kennard proposed a training for the EyeOnWater app that allowed utility account customers to view their water usage.

4. Heber Valley Corridor EIS (Environmental Impact Statement) Project Update (Craig Hancock) - *15 min*

Craig Hancock and Naomi Kisen provided the update for the Utah Department of Transportation (UDOT) Heber Valley Corridor Environmental Impact Statement (EIS). The public comment period had closed. The UDOT team continued to review a pedestrian crossing at Midway Lane, added a sidewalk and signal for the crossing, as well as a bike lane on the shoulder. They were evaluating a possible shift in alignment at 1300 South, there would be a potential shift in the North Fields alignment to the east. The UDOT Team continued responding to the public comments received and considering additional refinements. With the final stage of the EIS, there would be an environmental evaluation provided as well as the results from the Army Corps of Engineers study.

Mayor Franco opened the discussion for questions from the public.

Cannon Taylor asked how far to the East that UDOT was considering to shift the bypass route. Ms. Kisen explained that the process to try to minimize the impact on the wetlands in the area would have to be considered.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the Regular Meeting to order at 6:06 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Yvonne Barney, Council Member)

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

3. Prayer/Thought by Invitation (Sid Ostergaard, Council Member)

Heber City resident Devin Johnson shared a prayer.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

V. CONFLICT OF INTEREST DISCLOSURE:

Council Member Murdock shared that he owned a pet service company and was serving on the Dogs in Parks ad-hoc committee. He clarified that there was no financial gain for his service on the committee.

VI. CONSENT AGENDA:

Planning Manager Jamie Baron explained the purpose for the proposed temporary ordinance on Consent Agenda item two was to remove the requirement to bury existing above-ground utility poles in all zones.

Motion: Council Member Barney moved to accept the Consent Agenda.
Second: Council Member Johnston made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

1. Approval of May 5, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Temporary Ordinance 2026-10 establishing temporary regulations pertaining to the requirement for existing above-ground utilities to be buried underground upon development/redevelopment. (Tony Kohler, Community Development Director)

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

Devin Johnson introduced himself as Mo's business partner and part owner of the Hub and One Stop. He was hoping to visit with Council to discuss alternative options for the intersection at 1200 south and Highway 40. He had met with the City Engineer Russ Funk and hoped to have more discussion with Council. Mr. Funk responded that he had heard back from enough of the Council to slow the intersection improvements. He agreed to pursue additional options for the intersection.

Chad Marsing owned property at approximately 205 North 600 West. He wanted the City to allow the lot to be included in the CHOZ (Central Heber Overlay Zone). There was an existing tri-plex on the lot that bordered the new high school under construction behind his property. It was currently considered a non-conforming use in the existing zone and rezoning it to be in the CHOZ would bring it into conformity and allow him to consider alternate uses for the property in the future. He felt the planning application fee of $5,300.00 was an unreasonable amount for what he was requesting. Mayor Franco asked staff if there was potential for an exemption.

Planning Manager Jamie Baron explained that the fee consisted of an administrative fee and an escrow fee. Any unused portion of the escrow fee was returned to the applicant upon project completion. He confirmed the request was a smaller zone change than general and Council could approve a fee waiver. Mr. Baron and Mr. Marsing agreed to work together towards a more appropriate fee and return to Council at a future meeting for approval.

Heber Valley Tourism and Economic Development Director Dallin Koecher thanked the Council for supporting the Wasatch Back Economic Summit. It had been a very successful event.

Catherine Moore stated that she had tried to submit her comment by email but that it was rejected. She read her statement as follows: "I strongly urge the City Council to stop the proposal for the plaza/park redesign and keep our park as open, usable green space. The current plan to cram too many features into the small area will eliminate the simple free play that families and children now enjoy running, kicking a ball, and using the play equipment. Residents of Heber City have spoken, preserve the open field, don't overbuild the plaza/park. Make only targeted improvements, repair paths, update play equipment, resurfacing a bench or two, improve the lighting, keep the park family-friendly and accessible. Don't trade our neighborhood's heart for a congested design that serves nobody. And just a side note: today was really cool because the school buses came to the park. First thing the kids did was run across the park, played on the equipment, played Frisbee, and had a great time. When you cram all this crap in, they will not be able to run across that thing. There'll be too many obstacles to run and have fun."

Jami Hewlett wished to reiterate the comment made by Ms. Moore. She lived a block away from the park and loved to visit the park with her children. She said it was a historic park and the Founding Fathers had designated that area as a park. She felt the spending was out of control. She did not want to see the park redesigned again. She was against raising taxes. She said the whole town said they had to leave because they could not afford to live in Heber anymore. She did not feel that developers or Dallin Koecher should be allowed to use public comment time.

Maddie Kirby had moved to Heber City approximately 20-years ago. She felt that everyone who moved to Heber City wanted to keep it the way it was. She had tried to do the park survey online but had been unable to complete it. She agreed with the two previous comments made about the park and did not want all the things the City was proposing. She hoped the Council would listen to the people and not change the park.

Patrick Saucier wished to chime in for the corn-hole community. He felt the City could do as they pleased with the park as long as there was a place to play corn-hole.

Council Member Barney said there were six emailed public comments and she read a portion from Katie Studdert's email as included at the end of the meeting minutes. Council Member Aaron Cheatwood read the email from Bridget Whiting as included at the end of the meeting minutes.

VIII. GENERAL BUSINESS ITEMS:

1. Market on Main Event Plan and Summer Event Schedule (Rachel Kahler, CAMS Executive Director) - *10 min*

Rachel Kahler, Executive Director of CAMS (Community Alliance for Main Street), said the planning of the Heber Market on Main (HMOM) was going well. She reviewed the 2026 programmed events for the park. She said the different events were drawing a diversity of crowds from the community. Ms. Kahler was assisting with the planning of the Back to the 50's car show as well as the Red, White, and Blue Festival. She listed several other events planned throughout the summer, as included in the attached presentation. She informed of coming changes for the HMOM in the 2026 season. She shared historic preservation initiatives. Ms. Kahler hosted a historic bus tour for the senior citizens at the Wasatch County Senior Center. She noted the success gained through utilizing social media channels. CAMS had applied for the seventh art installation grant and hoped to see it completed that summer.

2. Proposed Development at 850 East 1200 South (Tony Kohler, Community Development Director) - *20 min*

Community Development Director Tony Kohler introduced Paul Berg and Austin Arellano who wished to propose an affordable housing development project. Mr. Berg shared a presentation as included in the meeting materials proposing a small lot development. The petitioners felt it added another housing option for the community. Mr. Arellano added that the proposed cottage lots would provide opportunity for young families looking to own a home. He noted the ability for internal ADUs (Accessory Dwelling Units) that could subsidize a house payment. He further explained the benefit to those seeking home ownership. Mr. Kohler described the conceptual community plan as provided in the attached presentation materials. The price range would be mid-$500,000.00 to $750,000.00. Council discussed more appropriate locations for the proposed project, alternate locations for the play area, the cost of missing middle housing, and provided feedback for their preferences at the proposed location.

Mayor Franco returned the Work Meeting agenda item three that had been previously bypassed.

3. Monthly Development Report (Jamie Baron, Planning Manager) - *10 min*

The Monthly Development Report was postponed to the next meeting scheduled for June 2, 2026.

4. Finance Director Statement of Proposed Property Tax Increase and Presentation of the Proposed Property Tax Impact Schedule (Sara Nagel, Finance Manager) - *10 min*

Finance Director Sara Nagel explained the new State Code required this agenda item to be included on all meetings or public hearings at which the budget was to be discussed.

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

1. Resolution 2026-11 Acknowledging the City's Intent to Increase Property Tax Revenue and Setting a Hearing Date for the August Truth in Taxation Public Hearing (Sara Nagel, Finance Manager, Matt Brower, City Manager) - *15 min*

Finance Director Sara Nagel said the Council needed to select a date in August to continue the conversation about Truth in Taxation (TNT). Council determined to schedule the TNT meeting at 7:00 p.m. on Wednesday, August 5, 2026.

Mayor Franco opened the meeting for public comment at 8:05 p.m.

Jamie Hewlett asked if the Council could schedule the meeting for the following week after the schools were back in session.

Catherine Moore asked for confirmation of the meeting date and time.

Motion: Council Member Johnston moved to adopt resolution 2026-11 acknowledging the City's intent to increase property tax revenue setting a hearing date for Wednesday, August 5, at 7:00 p.m.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

2. Children's Justice Center Presentation and Donation Request (Kurt Hoffman) - *10 min*

Director of the Children's Justice Center (CJC) Kurt Hoffman shared the services provided at the CJC and requested continued support from Heber City with a contribution of $11,000.00. He added that the program was statutorily required by the State in every County. The intent was to protect children that were the victims of abuse as they traversed through the investigation process in the justice system. Chief of Police Parker Sever shared the great partnership the Police Department had with the CJC program. Mr. Hoffman commended the officers that worked with the CJC.

Motion: Council Member Cheatwood moved to issue the same financial commitment to the Children's Justice Center as the year prior.

Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

3. Final Recommendations for the 2026 TAP Arts Grants (TAP Tax Advisory Committee) - *30 min*

Assistant City Manager Mark Smedley shared that the City had received far more requests for TAP (Trails Arts and Parks) Tax grants for the arts than revenue that was allotted. He recalled that the Council had allotted 10% of the TAP tax revenue for the arts. He shared that the total request from the POSTT (Parks, Open Space, Trails, and Trees) Committee was less than their proposed projects. He proposed that the Council observe the presentation then discuss how to proceed with the grant money awards. Co-Chairs of the TAP Tax Advisory Committee for the Arts Farah Sanders and Phil Jordan reviewed the qualification process and evaluation criteria used to determine eligible recipients, using the PowerPoint presentation included in the meeting materials. Council discussion followed regarding appreciation for the arts and raising the arts allotment of TAP tax funds. Consensus of Council majority agreed that the allotment should be raised for the arts going forward, and to fund all the requests forwarded by the TAP Tax Advisory Committee for the Arts.

Motion: Council Member Johnston moved to fund all the applications and raise the TAP allotment for the arts to 15% in the future.
Second: Council Member Murdock made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

4. High Valley Arts Performing Arts Center (Tony Kohler, Community Development Director, Stu Waldrip) - *30 min*

Sue Waldrip had founded the High Valley Performing Arts in 2009 and the group had been performing plays and musicals for the Valley for the past 17 years. She described the group's desire to build an additional location for performing arts in Heber City. She shared the proposed building design and location as seen in the meeting presentation, and described the business model.

Mr. Waldrip reviewed the concept plan and shared the group's intent to include additional landscaping and picnic tables to preserve the London Spring area located in a corner of the proposed parking area. He felt the added arts center was much needed in the community. It would be a self-funded project, but the group was asking for feedback from the Council on the proposed project.

Mr. Waldrip said land was under contract but the group would wait until the final alignment of the bypass to be constructed in the area was established before proceeding. Council discussed the protection of the London Spring, the fire station expected to be constructed in the area, and potential solutions.

Concept Designer Paul Berg felt the design could be altered to accommodate the proposed fire station by cutting out some of the parking. Mayor Franco observed the amount of trees surrounding London Spring that would be lost to parking in the design.

Mayor Franco opened the discussion for public comments.

Maddie Kirby asked how the water would support the proposed theater with 600 people flushing toilets. She said that as long as the City continued to annex land into the City, she was going to water her garden as much as she could. She asked why another arts center was needed. She suggested the performers use the high school.

President of the Wasatch Arts Council Pat Sweeney thanked the Council for their TAP Tax support for the Arts. She had been working for 11 years with designers to create a community arts center. She did not think the proposed project could fill a 600-seat theater and felt it would be empty. She said she had tried to join forces previously and had been turned down by the High Valley Performing Arts group. Ms. Sweeney questioned the follow through of the High Valley Performing Arts group and said she was confused by the apparent turn about. She said there was a vibrant arts community in the Valley and it needed a place to live.

Motion: Council Member Cheatwood moved to hear back from the High Valley Performing Arts group, with direction to talk to the fire department and to work with the other performing arts groups to come together.
Second: Council Member Johnston made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

Motion: Council Member Barney made the motion to extend the meeting to 10:30 p.m.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

Mayor Franco moved the meeting forward to agenda item seven.

5. Main Street Park (aka Trailhead Plaza) Survey Results and Design Tenets for Preferred Master Plan for the Plaza (Lars Erickson) - *60 min*

Terracon representatives had returned to receive Council feedback for the proposed park design presented at the previous Council meeting as included in the meeting materials.

Council Member Ostergaard wanted to see all existing trees preserved. He supported the proposed design, including the ice-skating ribbon with roller-skating in the summer.

Council Member Johnston expressed his support of the proposed design. He liked the splash-pad, and the ice-skating ribbon with roller-skating, but did not care for the elevated play-area over the ice ribbon.

Council Member Barney did not support the added businesses on Main Street as she felt they would compete with the existing businesses. She did not support the ice ribbon but did support a smaller roller rink, a larger splash pad, and an improved playground.

Council Member Cheatwood supported the skate ribbon. He liked the proposed game area, raised berm in the lawn, the jewel box boutique kiosks, and an all-abilities play area, as well as bathroom improvements and more drinking fountains. He wanted to know the added cost of the ice-ribbon, and suggested seeking donors for added features in a splash pad such as the one located in Orem.

Council Member Murdock felt restrooms and drinking fountains were very important and needed. He hoped to retain as many of the legacy trees and as much grass as possible, and liked the berm. He supported an all-abilities playground with traditional equipment, and was open to the proposed roller-rink and splash-pad, but was concerned about the funding sources and what the City would need to subsidize.

Mayor Franco felt there were too many ideas and the cost was incredible. She felt the public would appreciate the City starting small with bathroom and drinking fountain improvements, wider sidewalks, and fixing the pavilion to use for multiple purposes, including a possible ice cream or sandwich space, or a year-round market. She felt the playground could be moved further from Main Street and rebuilt larger. Mayor Franco proposed starting simply with what the City could afford. She did not think bonding for the project was a good idea and did not support the tax increase. She felt it was important for Council to try to make it affordable for the community. She did not support the proposed commercial areas.

Terracon would return to a Council meeting in June, with an updated design plan implementing Council feedback, including phasing, and preliminary pricing.

6. Temporary Ordinance 2026-11 establishing temporary regulations pertaining to regulation of overnight food truck parking on Plaza Street (200 South) and Main Street Park (Anthony L. Kohler)

Community Development Director Tony Kohler explained the request from CAMS (Community Alliance for Main Street) to allow overnight parking for food trucks on Festival Street through the event season. It was a six-month ordinance would allow staff time to establish a fully vetted, more permanent ordinance. Council discussed the impact to the brick pavers where the food trucks would be parked, the potential impact to neighbors, noise restrictions, lighting restrictions, a curfew, and whether additional security would be needed.

Executive Director of CAMS Rachel Kahler described the investment in Festival Street that the City had made to bring people downtown. She explained there were two plug-in stations for the food trucks, eliminating the need for generators. There would be two food trucks that would be parked on Festival Street, as an experiment, to see if they could draw the public to the downtown area. She felt that parking the trucks overnight would cause less damage than having them come and go. Mr. Kohler proposed implementing the Council's suggestions into the ordinance and returning with an updated temporary ordinance at the next meeting.

Motion: Council Member Barney moved to continue the temporary ordinance to allow food trucks to park overnight on Festival Street to the June 2, 2026, City Council Meeting.
Second: Council Member Murdock made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

Mayor Franco moved to agenda item five.

7. Main Street Stage Back Drop Structure Procurement (Phil Jordan) - *10 min*

Phil Jordan described the team effort to obtain three bids for the Main Street stage backdrop project, but explained that they had only been able to get two. City Attorney Jeremy Cook felt the City had met its procurement requirement by making the effort to obtain three bids.

Motion: Council Member Cheatwood moved to authorize staff to move forward with the lowest bidder of the respondents within the project budget approved the last time Council talked about the item.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

Mayor Franco returned to agenda item six.

X. COMMUNICATION:

City Manager Matt Brower shared that the Chief Tabby artist had suffered an accident and the statue installation would not take place over Memorial Day weekend as originally planned.

City Engineer Russ Funk shared the delays of certain equipment delivery for the Mill Road traffic-slowing improvements and the project was exceeding the budget. He would need to present Council with a change-order and anticipated that the project would be complete before school was back in session at the end of summer.

XI. ADJOURNMENT:

Motion: Council Member Cheatwood moved to adjourn.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**
The meeting adjourned at 10:44 p.m.

_____
Trina Cooke, City Recorder

Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: Heber City-Fire District MOU for land dedication in Fitzgerald Farms
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Through the Fitzgerald Annexation Agreement, Heber City has been able to reach an agreement with the developer for the dedication of a park and a fire station by the developer. The proposed MOU establishes an agreement between Heber CIty and the Fire District for the dedication of a fire station site within the Fitzgerald Farms Subdivision.
Policy Question for Council:
Should Council adopt the proposed MOU?

RECOMMENDATION

Staff recommends approval of the proposed MOU.

BACKGROUND

The proposed MOU specifies responsibilities of the fire district and city in an MOU between the 2 parties. Council discussed the tentative terms in late 2025.

DISCUSSION

The Fire District has at least 3 potential site plans for the site, attached for review. As the City moves forward with adjoining park plans and the Fire District moves forward with the fire station plans, it is possible that lot lines may need adjusted between the two parcels.

FISCAL IMPACT

N/A

CONCLUSION

The proposed fire station lot dedication could assist in providing necessary fire protection infrastructure.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Fire Department MOU - 5-2-6-26 draft
2. DW JRidge2 Fitgerald P3 Plat 260507 Draft
3. DW JRidge2 Fizgerald P3 Fire State Parcel Boundary 260212 C
4. Near Future Station 5 Miles
5. 2022-33 Approving the Fitzgerald Annexation

FUTURE FIRE STATION DEDICATIONS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on this _____ day of _____, 2026 ("Effective Date") by and between:

Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032 (the "City").

and

Wasatch County Fire District, whose address is 25 North Main Street, Heber City, Utah 84032 (the "District").

Both of whom are collectively known as the "Parties,"

WHEREAS, Heber City in a prior MOU with Wasatch County, dated February 5, 2019, committed to work with the Fire District for the dedication of future fire station sites;

WHEREAS, the Jordanelle Ridge development, has committed through a written agreement with Heber City on June 24, 2020, to dedicate land to Heber City for public use;

WHEREAS, Heber City entered into a development agreement through Ordinance 2022-33 (Fitzgerald Farms) on December 6, 2022, whereby the developer committed to the dedication of 1.1 acres to Heber City for a future fire station site as illustrated in Exhibit B "Fitzgerald Farms Concept";

WHEREAS, the Fire District has identified the need to construct for a fire station site within the next 5 to 8 years within the Fitzgerald Farms Phase 3 Subdivision Plat, as illustrated in Exhibit A "Fire Station Locations with Five Mile Service Area;

NOW, THEREFORE, the Parties are desirous to enter into a MOU between them, setting out the working arrangements for the dedication of a future fire station site to the Fire District as follows.

1. **Purpose and Scope.** The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work and responsibilities on the Project. Both parties agree the main objective(s) of the MOU includes the dedication of a fire station site to the Fire District to ensure: (1) construction of a fire station; (2) improved fire protection for the area; (3) higher ISO ratings; and (4) lower insurance costs for residents

2. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU s. The MOU shall remain in full force and effect for 10 years after the effective date of this MOU, or until the fire station is constructed, whichever occurs first.

3. **Responsibilities of Heber City and the Wasatch County Fire District.**

    a. Heber City shall be responsible to:
        i. coordinate with the Jordanelle Ridge/Fitzgerald Farms developer dedicates the fire station site to either Heber City or the Fire District.
        ii. dedicate up to 1.3 acres to the Fire District upon request by the Fire District to accommodate the future fire station.
    b. The Fire District shall be responsible to:
        i. draft a conceptual site plan as construction nears that shows the necessary land to accommodate the future fire station.
        ii. request in writing at least 60 days in advance of when the land is needed for Heber City to formally dedicate up to 1.3 acres to the Fire District for the construction of a fire station.
        iii. construct the fire station to reasonably match the architectural styles found within the Jordanelle Ridge development.
        iv. construct the fire station within 8 years of attaining ownership of the site or return the site to Heber City.

4. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for a meeting to be convened to review the matter. Such meeting should consist of 3 Fire District representatives, including the Fire District Board Chair, a second Fire District Board member, and the Fire Chief; and 3 Heber City representatives, including the Mayor, City Manager and the applicable member of City Staff.

5. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

6. **Governing Law.** This MOU shall be construed in accordance with the laws of the State of Utah.

7. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

8. **Amendment.** This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

9. **Termination.** This MOU may be terminated by mutual written agreement of the Parties upon 180 days' notice to the address above.

10. **Prior Memorandum Superseded.** This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

11. **Understanding.** By signing this MOU, both Parties of this MOU mutually agree and understand that:
    a. Heber City shall take all reasonable actions to enforce the developer' obligation to convey the land to Heber City, but in no event shall Heber City be liable for any damages or be required to provide replacement property if, for any reason, developer fails to dedicate the property to Heber City.
    b. Each Party will take financial and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.

12. **Notice.** All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
    a. Delivered by hand, or
    b. Mailed by domestic registered or certified mail with prepaid postage, after 7 days of business days since the date postmarked.

    All written notices so given will be deemed effective upon receipt.

    Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.

13. **Severability.** Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

14. **Authorization and Execution.** The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WASATCH COUNTY FIRE DISTRICT

_____

Date

HEBER CITY

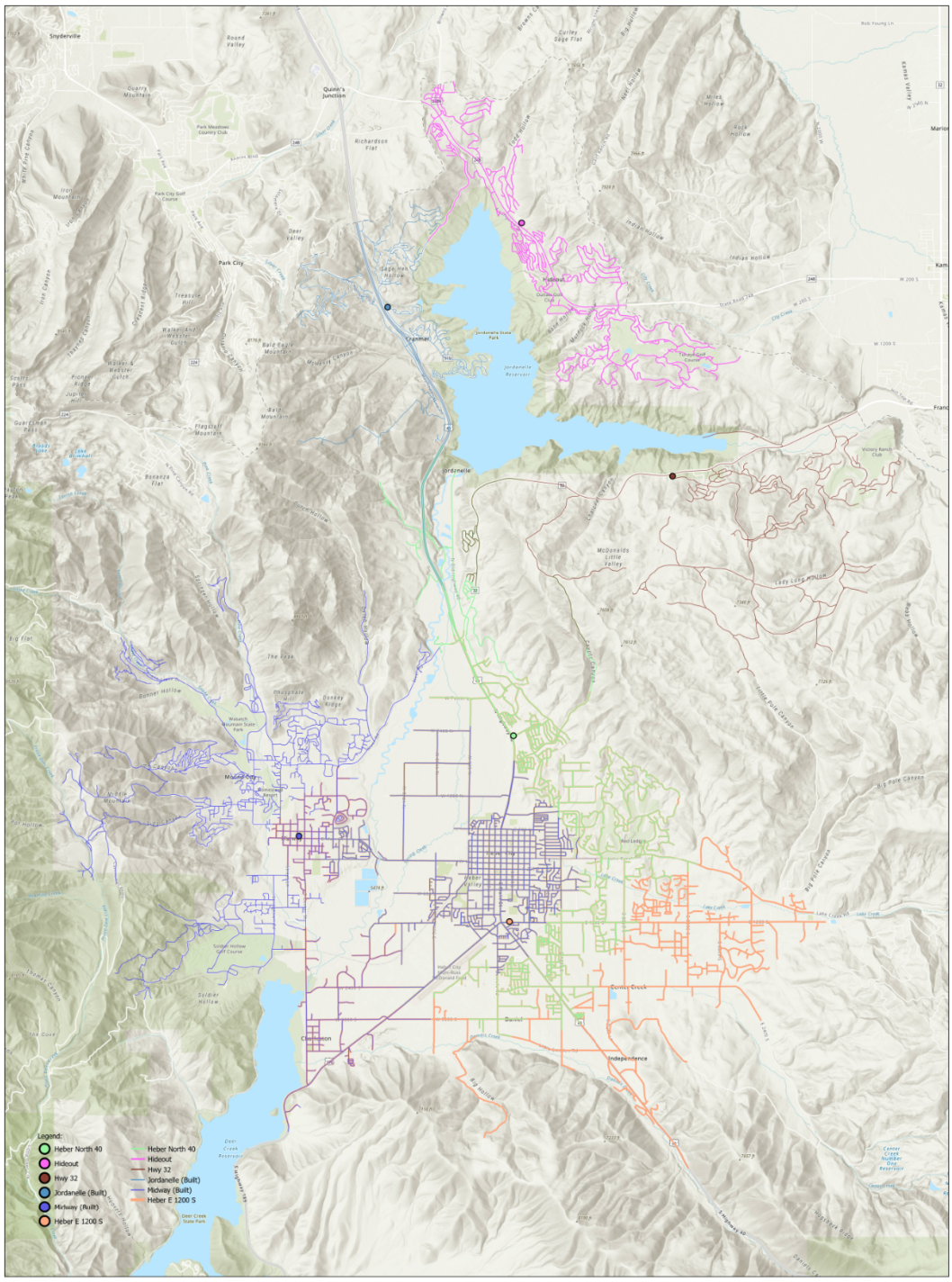
_____

Heidi Franco, Mayor Date

_____

Attest: Heber City Recorder Date

EXHIBIT A: FUTURE FIRE STATION LOCATIONS



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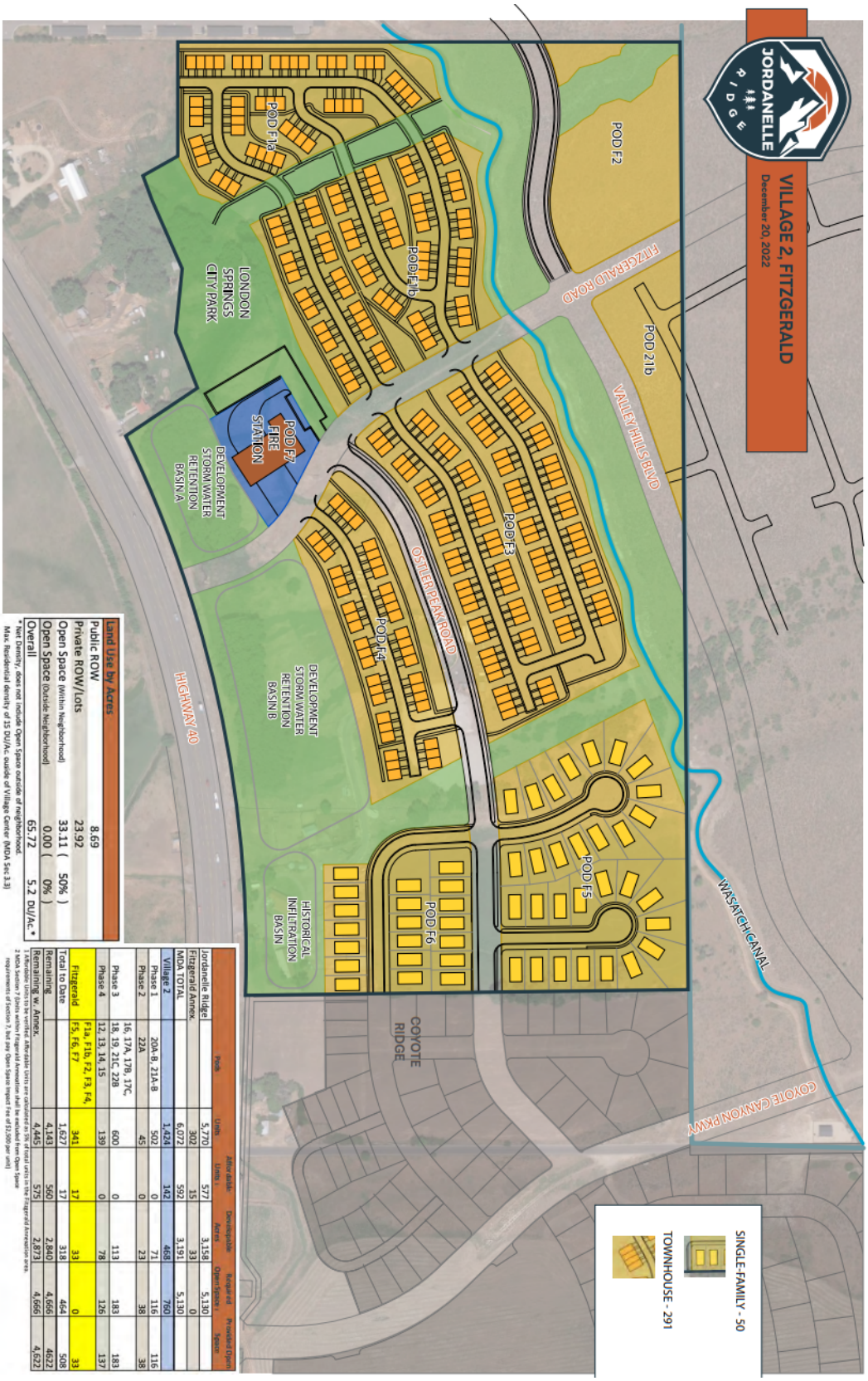
S

Wasatch County

Fire Station Locations
With Five Mile Service Area

WASATCH COUNTY STATE OF UTAH

EXHIBIT B: FITZGERALD FARMS CONCEPT



Land Use by Acres	
Public ROW	8.69
Private ROW/Lots	23.92
Open Space (Within Neighborhood)	33.11 (50%)
Open Space (Outside Neighborhood)	0.00 (0%)
Overall	65.72 5.2 DU/Ac.*

* Net Density; does not include Open Space outside of neighborhood

Max. Residential density of 15 DU/Ac. outside of Village Center (MDA Sec.3.3)

	Pods	Units	Active adult Units	Developable Acres	Required Open Space	Provided Open Space
Jordanelle Ridge		5,770	577	3,158	5,130	
Fitzgerald Annex.		302	15	33	0	
MDA TOTAL		6,072	592	3,191	5,130	
Village 2		1,424	142	468	760	
Phase 1	20A-B, 21A-B	502	0	71	116	116
Phase 2	22A	45	0	23	38	38
Phase 3	16, 17A, 17B, 17C, 18, 19, 21C, 22B	600	0	113	183	183
Phase 4	12, 13, 14, 15	139	0	78	126	137
Fitzgerald	F1a, F1b, F2, F3, F4, F5, F6, F7	341	17	33	0	33
Total to Date		1,627	17	318	464	508
Remaining		4,143	560	2,840	4,666	4622
Remaining w. Annex.		4,445	575	2,873	4,666	4,622

1 Active adult units are counted as residential units on an acre-for-acre basis and are not limited by Open Space requirements of Section 7, but pay Open Space Impact Fee of $2,500 per unit)

2 MDA Section 7.3 (b) allows for a reduction in Open Space requirements in the Fitzgerald Annexation area.

FITZGERALD FARMS NO. 3

**LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH**

ADDRESS TABLE	
LOT	ADDRESS
301	2363 N AMBER LN
302	2367 N AMBER LN
303	2371 N AMBER LN
304	2375 N AMBER LN
305	2379 N AMBER LN
306	2387 N AMBER LN
307	2391 N AMBER LN
308	2395 N AMBER LN
309	2399 N AMBER LN
310	2403 N AMBER LN
311	2411 N AMBER LN
312	2415 N AMBER LN
313	2419 N AMBER LN
314	2425 N AMBER LN
315	2429 N AMBER LN
316	2433 N AMBER LN
317	2437 N AMBER LN
318	2481 N AMBER LN
319	2485 N AMBER LN
320	2489 N AMBER LN
321	2493 N AMBER LN
322	2497 N AMBER LN
323	2503 N AMBER LN
324	2507 N AMBER LN
325	2511 N AMBER LN
326	2515 N AMBER LN
327	2519 N AMBER LN
328	2496 N AMBER LN
329	2492 N AMBER LN
330	2486 N AMBER LN
331	2482 N AMBER LN
332	2476 N AMBER LN
333	2452 N AMBER LN
334	2448 N AMBER LN
335	2444 N AMBER LN
336	2436 N AMBER LN
337	2432 N AMBER LN
338	2426 N AMBER LN
339	2422 N AMBER LN
340	2414 N AMBER LN
341	2408 N AMBER LN
342	2404 N AMBER LN
343	2398 N AMBER LN
344	2394 N AMBER LN
345	2382 N AMBER LN
346	2376 N AMBER LN
347	2372 N AMBER LN
348	2366 N AMBER LN
349	2362 N AMBER LN
350	228 E CIARRA DR
351	226 E CIARRA DR
352	234 E CIARRA DR
353	222 E CIARRA DR
354	2423 N OLIVIA LN
355	2427 N OLIVIA LN
356	2431 N OLIVIA LN
357	2435 N OLIVIA LN
358	2439 N OLIVIA LN
359	2447 N OLIVIA LN
360	2451 N OLIVIA LN
361	2455 N OLIVIA LN
362	2459 N OLIVIA LN
363	2463 N OLIVIA LN
364	2475 N OLIVIA LN
365	2479 N OLIVIA LN
366	2483 N OLIVIA LN
367	2505 N OLIVIA LN
368	2509 N OLIVIA LN
369	2513 N OLIVIA LN
370	2517 N OLIVIA LN
371	2521 N OLIVIA LN
372	144 E CIARRA WAY
373	142 E CIARRA WAY
374	138 E CIARRA WAY
375	136 E CIARRA WAY
376	134 E CIARRA WAY
377	125 E CIARRA DR
378	127 E CIARRA DR
379	129 E CIARRA DR
380	131 E CIARRA DR
381	133 E CIARRA DR
382	137 E CIARRA DR
383	139 E CIARRA DR
384	141 E CIARRA DR
385	143 E CIARRA DR
386	145 E CIARRA DR
387	147 E CIARRA DR
388	149 E CIARRA DR
389	151 E CIARRA DR
390	153 E CIARRA DR
391	155 E CIARRA DR
392	159 E CIARRA DR
393	161 E CIARRA DR
394	163 E CIARRA DR
395	167 E CIARRA DR
396	169 E CIARRA DR
397	171 E CIARRA DR
398	2518 N OLIVIA LN
399	2514 N OLIVIA LN
400	2508 N OLIVIA LN
401	182 E CIARRA DR
402	184 E CIARRA DR
403	186 E CIARRA DR
404	188 E CIARRA DR
405	192 E CIARRA DR
406	196 E CIARRA DR
407	198 E CIARRA DR
408	202 E CIARRA DR
409	204 E CIARRA DR
410	181 E CIARRA DR
411	183 E CIARRA DR
412	185 E CIARRA DR
413	187 E CIARRA DR
414	191 E CIARRA DR
415	193 E CIARRA DR
416	195 E CIARRA DR
417	197 E CIARRA DR
418	199 E CIARRA DR
419	203 E CIARRA DR
420	205 E CIARRA DR
421	207 E CIARRA DR
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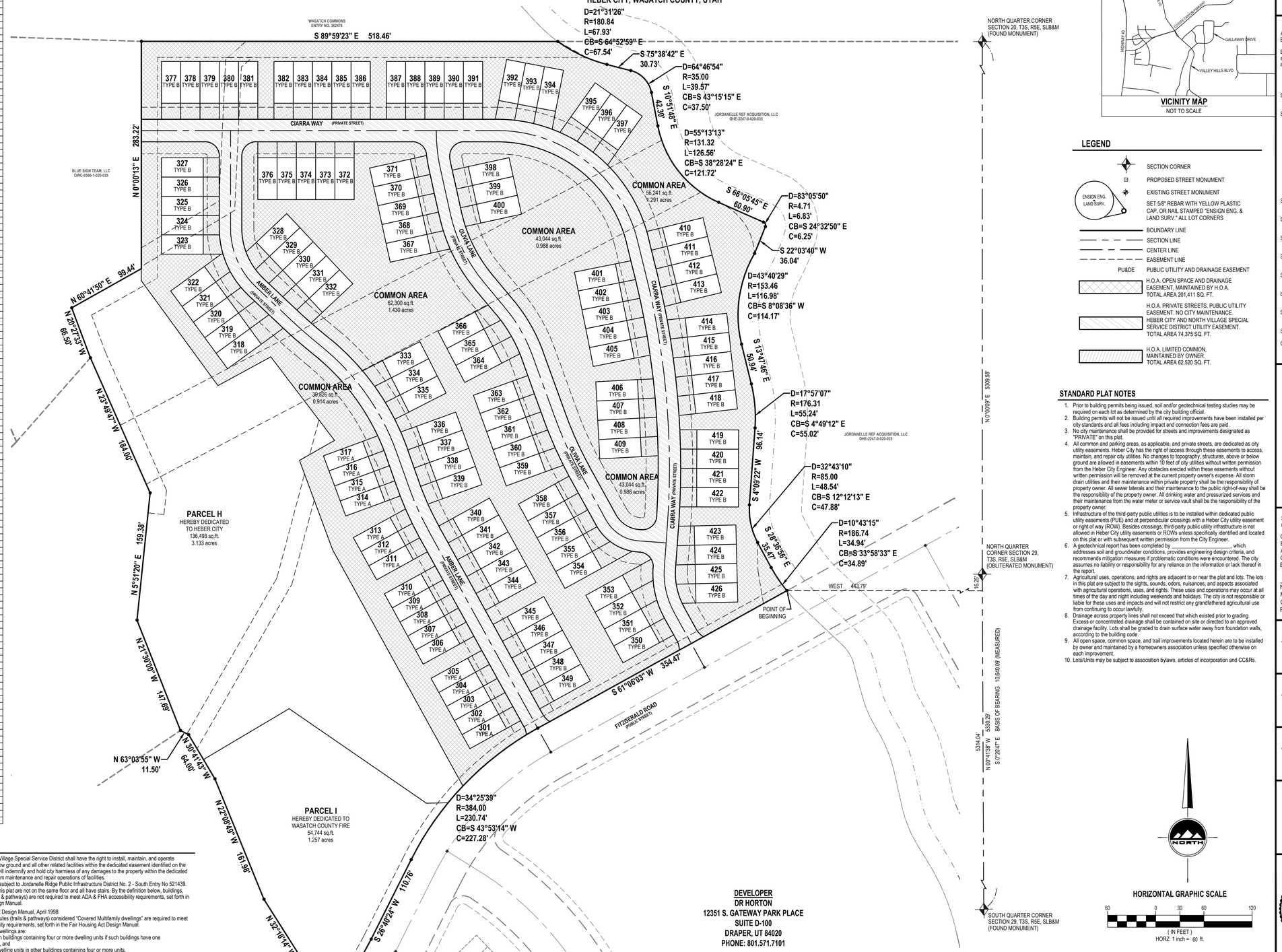
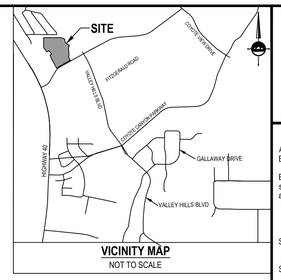
423	219 E CIARRA DR
424	221 E CIARRA DR
425	223 E CIARRA DR
426	225 E CIARRA DR





VICINITY MAP
NOT TO SCALE

LEGEND

- SECTION CORNER
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." ALL LOT CORNERS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PU&DE — PUBLIC UTILITY AND DRAINAGE EASEMENT
- H.O.A. OPEN SPACE AND DRAINAGE EASEMENT, MAINTAINED BY H.O.A. TOTAL AREA 201,411 SQ. FT.
- H.O.A. PRIVATE STREETS, PUBLIC UTILITY EASEMENT. NO CITY MAINTENANCE. HEBER CITY AND NORTH VILLAGE SPECIAL SERVICE DISTRICT UTILITY EASEMENT. TOTAL AREA 74,375 SQ. FT.
- H.O.A. LIMITED COMMON, MAINTAINED BY OWNER. TOTAL AREA 62,520 SQ. FT.

ENSIGN ENG. LAND SURV.

STANDARD PLAT NOTES

1. Prior to building permits being issued, soil and/or geotechnical testing studies may be required on each lot as determined by the city building official.
2. Building permits will not be issued until all required improvements have been installed per city standards and all fees including impact and connection fees are paid.
3. No city maintenance shall be provided for streets and improvements designated as "PRIVATE" on this plat.
4. All common and parking areas, as applicable, and private streets, are dedicated as city utility easements. Heber City has the right of access through these easements to access, maintain, and repair city utilities. No changes to topography, structures, above or below ground are allowed in easements within 10 feet of city utilities without written permission from the Heber City Engineer. Any obstacles erected within these easements without written permission will be removed at the current property owner's expense. All storm drain utilities and their maintenance within private property shall be the responsibility of property owner. All sewer laterals and their maintenance to the public right-of-way shall be the responsibility of the property owner. All drinking water and pressurized services and their maintenance from the water meter or service vault shall be the responsibility of the property owner.
5. Infrastructure of the third-party public utilities is to be installed within dedicated public utility easements (PUE) and at perpendicular crossings with a Heber City utility easement or right of way (ROW). Besides crossings, third-party public utility infrastructure is not allowed in Heber City utility easements or ROWs unless specifically identified and located on this plat or with subsequent written permission from the City Engineer.
6. A geotechnical report has been completed by _____, which addresses soil and groundwater conditions, provides engineering design criteria, and recommends mitigation measures if problematic conditions were encountered. The city assumes no liability or responsibility for any reliance on the information or lack thereof in the report.
7. Agricultural uses, operations, and rights are adjacent to or near the plat and lots. The lots in this plat are subject to the sights, sounds, odors, nuisances, and aspects associated with agricultural operations, uses, and rights. These uses and operations may occur at all times of the day and night including weekends and holidays. The city is not responsible or liable for these uses and impacts and will not restrict any grandfathered agricultural use from continuing to occur lawfully.
8. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Lots shall be graded to drain surface water away from foundation walls, according to the building code.
9. All open space, common space, and trail improvements located herein are to be installed by owner and maintained by a homeowners association unless specified otherwise on each improvement.
10. Lots/Units may be subject to association bylaws, articles of incorporation and CC&Rs.

PLAT NOTES

1. Heber City and North Village Special Service District shall have the right to install, maintain, and operate utilities above and below ground and all other related facilities within the dedicated easement identified on the plat. owner agrees it will indemnify and hold city harmless of any damages to the property within the dedicated easement resulting from maintenance and repair operations of facilities.
2. All residential parcels subject to Jordanelle Ridge Public Infrastructure District No. 2 - South Entry No 521439.
3. All proposed units in this plat are not on the same floor and all have stairs. By the definition below, buildings, units and routes (trails & pathways) are not required to meet ADA & FHA accessibility requirements, set forth in Fair Housing Act Design Manual.

   From Fair Housing Act Design Manual, April 1998:
   Buildings, units and routes (trails & pathways) considered "Covered Multifamily dwellings" are required to meet ADA & FHA accessibility requirements, set forth in the Fair Housing Act Design Manual.
   Covered Multifamily Dwellings are:
   1. all dwelling units in buildings containing four or more dwelling units if such buildings have one or more elevators, and
   2. all ground floor dwelling units in other buildings containing four or more units.

   To be a covered unit, all of the finished living space must be on the same floor, that is, be a single-story unit, such as single-story townhouses, villas, or patio apartments.
4. This plat is subject to the Jordanelle Ridge Village 2 Long Term Storm Water Maintenance agreement dated March 20, 2024, between Heber City and the Jordanelle Ridge Master Association, recorded in Wasatch County on August 13, 2024. Book:1484 Pages:1024-1057.
5. Buffer and access easement dedicated to Heber City to access and protect natural drainage. Also, to access, maintain, repair, and replace City public utilities. No structures, improvements above or below ground, encroachments, trees, bushes, or changes to topography in this area are allowed except for approved road crossings. NVSSD facilities, storm water facilities, and trails without prior written authorization from Heber City. HOA shall be responsible for all irrigation, landscaping, maintenance, and cleaning within this easement.
6. All structures within this plat to comply with Heber City Sensitive Land Ordinance 18.67.010.F.5.

DEVELOPER
DR HORTON
12351 S. GATEWAY PARK PLACE
SUITE D-100
DRAPER, UT 84020
PHONE: 801.571.7101

SURVEYOR'S CERTIFICATE

I, Patrick M. Harris, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 286882, as prescribed by the Laws of the State of Utah. I further certify that by authority of the Owner(s), that I have made a survey of the said tract of land shown on this plat and described below, and have subdivided said tract of land into streets and easements.

PATRICK M. HARRIS
CERTIFICATE NO. 286882 — DATE

BOUNDARY DESCRIPTION

A parcel of land situate in the Southwest Quarter of Section 20 and Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of Fitzgerald Road, said point being North 00°41'38" West 5,314.04 feet along the quarter section line and West 443.79 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence along said Northerly Right-of-Way Line the following four (4) courses:
(1) South 61°06'03" West 354.47 feet;
(2) Southwesterly 230.74 feet along the arc of a 384.00 foot radius curve to the left (center bears South 28°53'57" East and the chord bears South 43°53'14" West 227.28 feet with a central angle of 34°25'39");
(3) South 26°40'24" West 110.76 feet;
(4) Southwesterly 93.70 feet along the arc of a 316.00 foot radius curve to the right (center bears North 63°19'36" West and the chord bears South 35°10'05" West 93.36 feet with a central angle of 16°59'22");
thence North 32°18'14" West 149.08 feet;
thence North 22°08'49" West 161.98 feet;
thence North 30°41'43" West 64.00 feet;
thence North 63°03'55" West 11.50 feet;
thence North 21°30'00" West 147.69 feet;
thence North 05°51'20" East 159.38 feet;
thence North 23°49'47" West 184.00 feet;
thence North 20°27'33" West 66.50 feet;
thence North 60°41'50" East 99.44 feet;
thence North 00°00'13" East 283.22 feet;
thence South 89°59'23" East 518.46 feet to the Westerly line of the Wasatch Canal;
thence along said Westerly line the following fifteen (15) courses:
(1) Southeasterly 67.93 feet along the arc of a 180.84 foot radius curve to the left (center bears North 35°52'44" East and the chord bears South 64°52'59" East 67.54 feet with a central angle of 21°31'26");
(2) South 75°38'42" East 30.73 feet;
(3) Southeasterly 39.57 feet along the arc of a 35.00 foot radius curve to the right (center bears South 14°21'18" West and the chord bears South 43°15'15" East 37.50 feet with a central angle of 64°46'54");
(4) South 10°51'48" East 42.30 feet;
(5) Southeasterly 126.56 feet along the arc of a 131.32 foot radius curve to the left (center bears North 79°08'12" East and the chord bears South 38°28'24" East 121.72 feet with a central angle of 55°13'13");
(6) South 66°05'45" East 60.90 feet;
(7) Southeasterly 6.83 feet along the arc of a 4.71 foot radius curve to the right (center bears South 23°54'15" West and the chord bears South 24°32'50" East 6.25 feet with a central angle of 83°05'50");
(8) South 22°03'40" West 36.04 feet;
(9) Southwesterly 116.98 feet along the arc of a 153.46 foot radius curve to the left (center bears South 60°01'10" East and the chord bears South 08°08'36" West 114.17 feet with a central angle of 43°40'29");
(10) South 13°47'46" East 50.94 feet;
(11) Southeasterly 55.24 feet along the arc of a 176.31 foot radius curve to the right (center bears South 76°12'14" West and the chord bears South 04°49'12" East 55.02 feet with a central angle of 17°57'07");
(12) South 04°09'22" West 96.14 feet;
(13) Southeasterly 48.54 feet along the arc of a 85.00 foot radius curve to the left (center bears South 85°50'38" East and the chord bears South 12°12'13" East 47.88 feet with a central angle of 32°43'10");
(14) South 28°36'56" East 35.47 feet;
(15) Southeasterly 34.94 feet along the arc of a 186.74 foot radius curve to the left (center bears North 61°23'04" East and the chord bears South 33°58'33" East 34.89 feet with a central angle of 10°43'15") to the point of beginning.

Contains 683,298 Square Feet or 15.686 Acres and 127 Units and 1 Parcel

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE _____ UNDERSIGNED IS THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND EASEMENT, TO BE HEREAFTER KNOWN AS

FITZGERALD FARMS NO. 3

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

PURSUANT TO UTAH CODE 10-9A-604(D) THE OWNER HEREBY CONVEYS THE COMMON AREAS, AS INDICATED HEREON, TO THE MONTREAUX OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 SOUTH GATEWAY PARK PLACE D-100, DRAPER, UTAH 84042.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20____A.D.

GRNOBL FITZGERALD FARMS, LLC — DATE
NAME, TITLE

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF _____ }

ON THIS ____ DAY OF _____ A.D. 20 ____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NO: _____
RESIDING IN _____ COUNTY , _____

CITY ENGINEER

APPROVED THIS _____ DAY OF _____, A.D. 20____.

CITY ENGINEER - (SEE SEAL BELOW)

CITY CLERK-RECORDER

APPROVED THIS _____ DAY OF _____, A.D. 20____.

CLERK-RECORDER - (SEE SEAL BELOW)

PLANNING DIRECTOR

APPROVED THIS _____ DAY OF _____, A.D. 20____.

PLANNING DIRECTOR

HORIZONTAL GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
HORZ: 1 inch = 60 ft.

FITZGERALD FARMS NO. 3

**LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH**

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR 5/6/26 No. 286882 PATRICK M. HARRIS STATE OF UTAH			

ENSIGN — THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

LAYTON Phone: 801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 3
PROJECT NUMBER : 13067
MANAGER : BAM
DRAWN BY : KFW
CHECKED BY : PWH
DATE : 5/6/26

WASATCH CO. FIRE DISTRICT
ACCEPTED THIS ____ DAY OF _____ A.D., 20 ___ .
FIRE CHIEF

NORTH VILLAGE SPECIAL SERVICE DISTRICT
ACCEPTED THIS ____ DAY OF _____ A.D., 20 ____ BY SPECIAL SERVICE DISTRICT.
NORTH VILLAGE SPECIAL SERVICE DISTRICT

COUNTY SURVEYOR
APPROVED AS TO FORM.
ROS NO._____
WASATCH COUNTY SURVEYOR — DATE

RECORDED #

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE REQUEST OF : _____
DATE: _____ TIME:_____ BOOK: _____ PAGE: _____
FEE$ — DEPUTY WASATCH COUNTY RECORDER

3.290 acres

Update Parcel Boundary as shown in Blue

NEW PROPOSED LOT SIZE
1.13 ACRES

GIVEN LOT SIZE

310 TYPE A
309 TYPE A
308 TYPE A
307 TYPE A
306 TYPE A
305 TYPE A
304 TYPE A
303 TYPE A
302 TYPE A
301 TYPE A
TYPE B
345 TYPE B

5" W
1.50'

N 30° 41' 43" W
64.00'

N 22° 08' 49" W
161.98'

N 32° 18' 14" W
149.08'

S 26° 40' 24" W
110.76'

D=34°25'39"
R=384.00
L=230.74'
CB=S 43°53'14" W
C=227.28'

D=16°59'22"
R=316.00
L=93.70'
CB=S 35°10'05" W
C=93.36'

and

air

Entry

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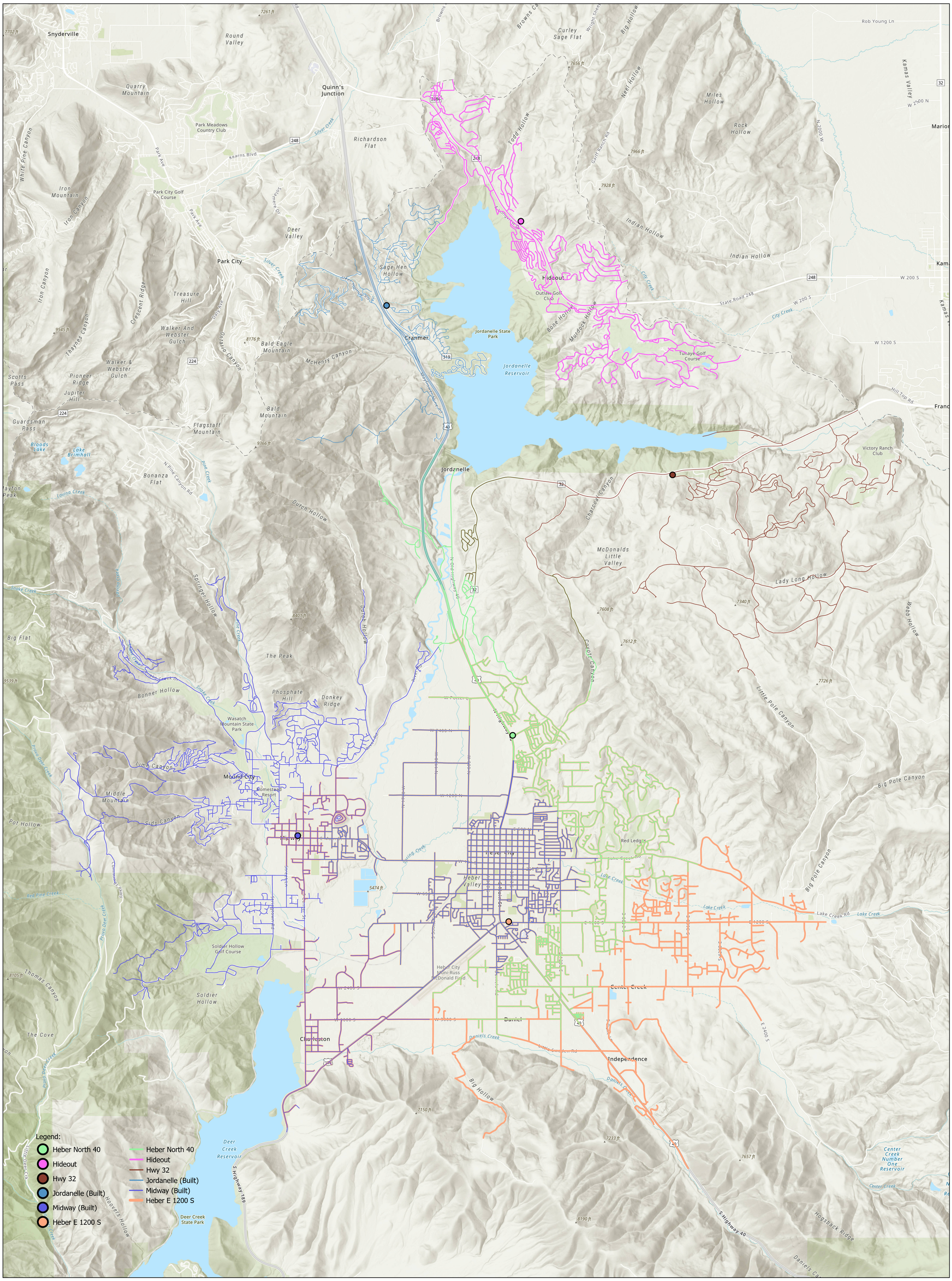
EN
THE STAND


Snyderville
Round Valley
Quarry Mountain
Quinn's Junction
Park Meadows Country Club
Richardson Flat
Silver Creek
Kearns Blvd
Park Ave
Park City Golf Course
Iron Mountain
Iron Canyon
White Pine Canyon
Deer Valley
Park City
Sage Hen Hollow
Deer Hollow Rd
Cranmer
Treasure Hill
Crescent Ridge
Daly Ave
Walker And Webster Gulch
Bald Eagle Mountain
McHenry Canyon
Ontario Canyon
Thaynes Canyon
Walker & Webster Gulch
Pioneer Ridge
Jupiter Hill
Scotts Pass
Guardsman Pass
Bloods Lake
Lake Brimhall
Bonanza Flat
N Pine Canyon Rd
Pine Creek
Lavina Creek
Flagstaff Mountain
Bald Mountain
Dutch Hollow
Springer Hollow
Snake Creek
Bonner Hollow
Big Flat
The Peak
Phosphate Hill
Donkey Ridge
Wasatch Mountain State Park
Mound City
Homestead Resort
Middle Mountain
Sids Canyon
Pot Hollow
Lime Canyon
Provo Deer Creek
Red Pine Creek
Cummings Pkwy
Soldier Hollow Golf Course
Soldier Hollow
Thomas Canyon
The Cove
Little Deer Crk
Hoovers Hollow
Deer Creek Reservoir
Deer Creek State Park
S Highway 189
Todd Hollow
Neel Hollow
Curley Sage Flat
Big Hollow
Miles Hollow
Rock Hollow
Garff Ranch Rd
Indian Hollow
Hideout
Outlaw Golf Club
Bone Hollow
Murdock Hollow
City Creek
State Road 248
Jordanelle State Park
Jordanelle Reservoir
Tuhaye Golf Course
Rob Young Ln
Kamas Valley
W 2500 N
N 2000 W
W 200 S
W 1200 S
Hill Top Rd
Victory Ranch Club
Jordanelle
Charcoal Canyon
McDonalds Little Valley
Lady Long Hollow
Webb Hollow
Coyote Canyon
Little Pole Canyon
Big Pole Canyon
N Old Highway 40
Heber City
Heber Valley
Spring Creek
Muni-Russ McDonald Field
Red Ledges
Lake Creek
Lake Creek Rd
Center Creek
Daniel
Independence
Daniels Creek
Little Swede Rd
S Highway 40
Hogsback Ridge
Center Creek Number One Reservoir
Legend:
Heber North 40
Hideout
Hwy 32
Jordanelle (Built)
Midway (Built)
Heber E 1200 S
Heber North 40
Hideout
Hwy 32
Jordanelle (Built)
Midway (Built)
Heber E 1200 S
N
W
E
S
Printed: 2/23/2023
Wasatch County
Fire Station Locations
With Five Mile Service Area
WASATCH COUNTY
STATE OF UTAH

Ent 529704 Bk 1434 Pg 1646-1668
Date: 21-FEB-2023 10:24:40AM
Fee: NoneFiled By: KM
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: HEBER CITY

ORDINANCE NO. 2022-33

AN ORDINANCE APPROVING THE FITZGERALD ANNEXATION LOCATED AT APPROXIMATELY 2000 NORTH HIGHWAY 40.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, as illustrated in Exhibit B, are hereby annexed into the City of Heber City, Utah, and the properties contained therein shall initially have the zoning designation of Mountain Community Zone (MCZ).

This Ordinance shall take effect immediately upon passage, but not prior to the execution of the Master Development Agreements illustrated in Exhibit C.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 6th day of December 2022.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	X			
Michael Johnston	X			
Ryan Stack		X		
Scott Phillips	X			
Yvonne Barney		X		

APPROVED:

Heidi Franco
Mayor Heidi Franco

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

ATTEST:

Marcy M Murray Date: 12/6/2022
RECORDER

EXHIBIT A

ANNEXATION DESCRIPTION

MULTIPLE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AND COMBINED INTO ONE AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S00°41'51"E 1682.76 FEET; THENCE S89°15'31"W 1099.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) N01°51'18"E 4.30 FEET; 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2914.90 FEET, A DISTANCE OF 1428.78 FEET, A CHORD DIRECTION OF N12°11'14"W AND A CHORD DISTANCE OF 1414.52 FEET; THENCE N56°17'51"E 215.35 FEET; THENCE N21°30'13"W 147.69 FEET; THENCE N05°51'07"E 159.38 FEET; THENCE N23°50'00"W 184.00 FEET; THENCE N20°27'46"W 66.50 FEET; THENCE N60°41'37"E 99.44 FEET; THENCE N00°00'00"E 283.22 FEET; THENCE S89°59'36"E 1247.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG SAID EAST LINE S00°00'14"W 667.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 65.72 ACRES IN AREA

PARCELS

00-0013-3335
00-0020-1055
00-0021-2621
00-0021-2622
00-0000-5483
00-0013-3327
00-0020-0510
00-0007-8944
00-0021-2742
00-0021-2743
00-0020-1056
00-0007-8480
00-0013-2139

EXHIBIT B: ANNEXATION PLAT

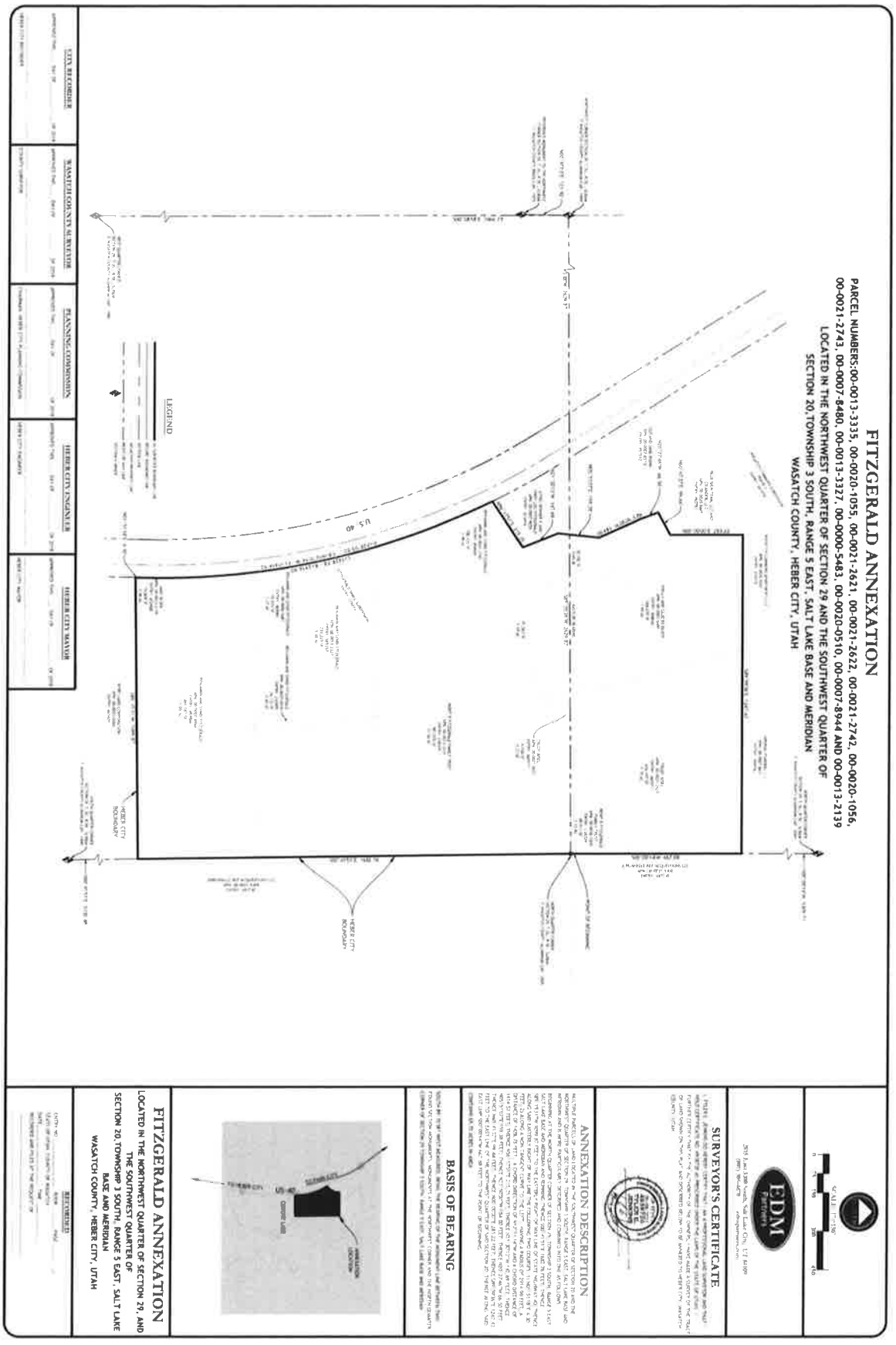


EXHIBIT C: MASTER DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (the "Amendment") is made by and between Jordanelle REF Acquisition LLC, a Delaware limited liability company ("REF"), as successor in interest to Holdings under the Master Development Agreement (defined below) and Heber City, a political subdivision of the State of Utah ("City"), with reference to the following facts:

RECITALS

WHEREAS, on June 24, 2020 a certain Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between City and RE Investment Holdings, LLC, a Utah limited liability company ("Holdings"), for the development of approximately 8,288 acres of land, more particularly described on Exhibit A attached hereto (the "Property"), and recorded on July 28, 2020 as entry 481606 in book 1303, page 1632 of the official records of the Wasatch County Recorder (as amended or supplemented from time to time, the "Master Development Agreement"); all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Development Agreement;

WHEREAS, on October 30, 2020, a certain Assignment of Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between Holdings as assignor and REF as assignee, pursuant to which Holdings assigned to REF and REF acquired from Holdings all of the interests, privileges, and rights of Holdings under the Master Development Agreement, and recorded on November 2, 2020 as entry 487731 in book 1321, page 1398 of the official records of the Wasatch County Recorder.

WHEREAS, REF intends to add to the Masterplan 282 units and approximately 65.72 acres of land adjacent and contiguous to the Property and more particularly described on Exhibit B attached hereto (the "Additional Property") .

WHEREAS, pursuant to Section 18 of the Master Development Agreement, REF and City desire to modify and amend the Master Development Agreement to include the Additional Property as part of the Property.

WHEREAS, REF has submitted the Modification Application to City and City has approved the Modification Application as provided for in the Master Development Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, REF and City hereby agree to amend the Master Development Agreement as follows:

1. Recital B. The approximate area of the Property as provided in Recital B shall be 8,353.72 acres.

2. Recital C. The number of Development Units as provided in Recital C shall be 6,052.

3. **Open Space.** The Additional Property shall be excluded from the Open Space requirements in Section 7 of the MDA.

   a. Any open space dedicated in the Additional Property shall be counted toward the total open space requirement of 5130 acres.

   b. As a condition of issuing a building permit for each dwelling unit within the Additional Property, the Owner of such dwelling unit shall pay $2,500 per dwelling unit to the City for the purpose of preservation of the North Fields as illustrated in Exhibit C. The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for dwelling units constructed and operated as affordable housing.

   ~~c.~~ Upon request of Heber City, Developer shall dedicate to Heber City, a 1.1 acre parcel for use as a fire station. If the location is not needed by the Fire Department, the parcel may be utilized at the discretion of the City for any other use.

   d. The proposed park shall be dedicated to the public and preserve the New London Springs and be a minimum of 3.2 acres, plus another 1.6 acres for drainage and the frontage scenic buffer trail area.

4. **Development Concept.** Development of the Additional Property shall comply with the Concept Plans illustrated in Exhibits E through I.

   a. **Moderate Income Housing.** Affordable Housing shall comply with Exhibit K.

b. **Capital Facilities Plan.** Development of the Additional Property shall comply with the City's Capital Facilities Plan and Storm Water Design Manual, as currently adopted or as it may be amended in accordance with Section 4 of the MDA. Developer and Owner acknowledge and agree that in the event adherence to these policies, may affect the Development of the Additional Property, the Developer and Owner shall not be allowed to claim damages, takings or costs from or against the City.

c. **Heber Light & Power Facilities**. Developer is responsible to work with Heber Light & Power in transitioning power service from Rocky Mountain Power to Heber Light & Power.

d. **Highway Access**. Development of the Additional Property shall comply with UDOT's access management requirements on Highway 40.

e. **Trees.** Existing trees along Highway 40 shall be preserved or new trees planted along Highway 40 at a maximum spacing of at least one tree per 20 feet of frontage, spaced and located as per future landscaping plan.

f. **Wetlands.** Developer shall either conduct a wetlands delineation and preserve any wetlands or mitigate as per federal law, or issue to the City a letter of opinion from a qualified wetlands expert that no wetlands exist on the site.

g. **Irrigation Easement.** Final development plans shall dedicate an irrigation easement and maintain or construct a method of conveyance acceptable to downstream users, including but not limited to the North Fields Irrigation Company.

5. Section 16. Notices. Notice to the Property Owners is amended to include:

Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker
Email: pparker@raintree.us.com

6. Exhibit A. The Property description on Exhibit A of the Master Development Agreement is amended to include the property described on Exhibit B attached hereto.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Amendment is made by Jordanelle REF Acquisition LLC and Heber City as of December 6, 2022.

JORDANELLE REF ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: Cody Winterton
Title: Authorized Agent

STATE OF Utah)
) ss
COUNTY OF Wasatch)

This instrument was acknowledged before me on Feb. 3, 2023 by Cody Winterton as authorized agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company.

KATHIE BRADSHAW
Notary Public - State of Utah
Commission Number: 726717
My Commission Expires on
September 15, 2026

_____
Notary Public

My Commission Expires: 9/15/26

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER

Jaffa Lynch Investor Group LLC

By: _____
Name: MICHAEL LYNCH Scott Jaffa
Title: MANAGER MANAGER

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF Utah)
) ss
COUNTY OF Summit)

On the 6th day of February, 2023, personally appeared before me Karen M Remy, who being by me duly sworn, did say that he is the Manager of Jaffa Lynch Investor Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

KAREN M REMY
Notary Public - State of Utah
Comm. No. 710520
My Commission Expires on
Feb 7, 2024

_____
NOTARY PUBLIC

HEBER CITY,
a political subdivision of the State of Utah

By: Heidi Franco
Name: Heidi Franco
Title: Mayor

Approved as to Form and Legality:

City Attorney

By: _____

Attest:

City Recorder

By: Trina N Cooke

STATE OF Utah)
) ss
COUNTY OF Wasatch)

This instrument was acknowledged before me on February 6, 2023 by Heidi Franco as Mayor of Heber City, a political subdivision of the State of Utah.

TRINA N COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 725852
COMM. EXP. 08-21-2026

Trina N Cooke
Notary Public

My Commission Expires: 8/21/2026

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Legal Description of Parcels

0-0000-5244 OWC-0500-1-016-035
RE INVESTMENT HOLDINGS LLC Acres: 331.83

BEGINNING AT THE SW CORNER OF SEC 16 T3S R5E SLM: N0-28-24W 4458.16; S40-38-44E 359.11; S82-30-9E 1665.02; S54-0-35E 2199.87; S6-19-38W 970.48; S43-9-34E 715.13; S26-1-6E 799.53; S0-5-54W 210.27; S17-39-42E 267.5; S89-55-38W 4441.57 TO THE BEGINNING. AREA: 331.83 ACRES +/-

00-0007-6922 OWC-0460-0-004-035
RE INVESTMENT HOLDINGS LLC Acres: 300.00

BEG N 538 FT FR SW COR SEC 4, T3S, R5E, SLM; N TO NW COR SD SEC; E TO N1/4 COR; S TO S1/4 COR; W 1429.88 FT; N 538 FT; W1212 FT TO BEG. AREA: 321.02 ACRES LESS JDR-RA-7 21 ACRES RT A 214-349 NET AREA: 300 ACRES MORE OR LESS

00-0007-6997 OWC-0468-0-005-035
RE INVESTMENT HOLDINGS LLC Acres: 38.30

BEGINNING AT THE SW CORNER OF SEC 5 T3S R5E SLM: N0-0-17E 2145.32; S58-57-47E 867.03; S4-0-8E 950.02; S29-30-33E 862.24; S89-59-27W 1234.08 TO THE BEGINNING. AREA: 38.3 ACRES +/-

00-0007-7177 OWC-0486-0-008-035
RE INVESTMENT HOLDINGS LLC Acres: 277.36

BEGINNING AT THE SW CORNER OF SEC 8 T3S R5E SLM: N0-24-15W 5352.09; S89-51-45E 1185.58; S19-36-42E 3291.44; S28-5-47E 1398.42; S69-1-23E 574.98; S75-27-32E 810.17; S41-1-9E 767.28; S89-40-32W 4735.92 TO THE BEGINNING. AREA: 277.36 ACRES +/

00-0007-7185 OWC-0487-0-009-035
RE INVESTMENT HOLDINGS LLC Acres: 640.00

ALL SEC 9, T3S, R5E, SLM. AREA: 640.00 ACRES

00-0007-7201 OWC-0489-0-010-035
RE INVESTMENT HOLDINGS LLC- Acres: 200.00

W1/2W1/2 & SE1/4SW1/4 SEC 10, T3S, R5E, SLM. AREA: 200.00 ACRES

00-0007-7219 OWC-0490-0-010-035
RE INVESTMENT HOLDINGS LLC Acres: 80.00

E1/2SE1/4 SEC 10, T3S, R5E, SLM. AREA 80 ACRES

00-0007-7227 OWC-0491-0-011-035
RE INVESTMENT HOLDINGS LLC Acres: 305.44

BEGINNING SW CORNER SEC 11 T3S R5E SLM: N.01°05'32"W.2852.99FT; N.89°56'41"E.168.23FT; S.07°50'27"E.336.74FT;E.47.71FT; ALONG THE ARC OF A 325FT RADIUS CURVE TO THE RIGHT 103.35FT (CHORD BEARS S.77°56'51"E.); S.68°50'09"E.87.42FT; S.69°26'33"E.16.19FT; N.19°57'56"E.75.12FT; N.77°13'58"E.382.08FT; N.71°36'20"E.326.04FT; N.46°07'25"E.606.81FT; S.49°38'56"E.215.87FT; N.71°10'16"E.38.49FT; S.50°52'03"E.128.44FT; S.55°16'25"E.580.85FT; N.85°02'50"E.853.51FT; N.85°09'21"E.179.76FT; S.79°32'28"E.241.12FT; S.64°13'0"E.123.53FT; S.78°13'46"E.196.46FT; S.63°28'13"E.190.24FT; S.51°12'58"E.150.56FT; S.74°11'45"E.131.03FT; S.65°41'25"E.182.39FT; S.45°14'54"E.415.2FT; S.27°05'57"W.207.09FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE LEFT 100.5FT (CHORD BEARS S.66°36'42"E.); N.26°34'55"E.214.03FT; N.54°08'38"E.177.88FT; N.65°59'48"E.169.12FT; N.74°53'17"E.97.11FT; S.02°32'49"E.2135.03FT; N.89°44'42"W.5353.64FT TO THE BEGINNING. AREA: 305.44 ACRES+-

00-0007-7243 OWC-0493-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 402.23

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.89°29'38"E.5570.46FT; S.02°18'33"E.4972.05FT; S.02°21'03"W.374.33FT;N.88°52'55"W.1387.27FT; N.01°58'27"W.2664.87FT; N.89°12'06"W.3849.93FT; N.0°03'12"W.1421.69FT; N.19°08'51"W.1297.33FT TO THE BEGINNING. AREA: 402.23 ACRES +

00-0007-7250 OWC-0494-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 236.64

BEGINNING SW CORNER SEC 12 T3S R5E SLM: N.02°32'49"W.2135.03FT; N.74°48'27"E.75.8FT; E.213.19FT N.0°03'36"E.486.22FT; S.89°12'06"E.3849.93FT; S.02°07'20"E.2665.93FT; N.88°54'38"W.4141FT TO THE BEGINNING. AREA: 236.64 ACRES

00-0007-7268 OWC-0495-0-013-035
RE INVESTMENT HOLDINGS LLC Acres: 240.00

NW1/4; W1/2NE1/4 SEC 13, T3S, R5E, SLM. AREA 240 ACRES

00-0007-7284 OWC-0497-0-014-035
RE INVESTMENT HOLDINGS LLC Acres: 480.00

N1/2; SW1/4 SEC 14, T3S, R5E, SLM. AREA 480 ACRES

00-0007-7300 OWC-0499-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

E1/2 SEC 15, T3S, R5E, SLM. AREA 320 ACRES.

00-0007-7318 OWC-0500-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

W1/2 SEC 15, T3S, R5E, SLM. AREA: 320.00 ACRES

00-0007-7326 OWC-0501-0-017-035
RE INVESTMENT HOLDINGS LLC Acres: 650.87

BEGINNING S.850.41FT FROM NE CORNER SEC 17 T3S R5E SLM; S0-28-24E 4458.16; N89-52-59W 5421.52; N0-58- 51W 5245.32; N89-24-32E 4735.94; S41-6-53E 1123.52 TO THE BEGINNING. AREA: 650.87 ACRES +/-

00-0007-7441 OWC-0502-0-018-035
RE INVESTMENT HOLDINGS LLC Acres: 202.50

BEGINNING AT THE SE CORNER OF SEC 18 T3S R5E SLM: S1-11-28E 8.63; N45-15-2W 519.99; N19-45-7W 232.02; N38-14-58W404.98; N3-0-15W 308; N59-29-28W 111.99; S52-14-49W 272; S90-0-0W 310.01; N40-59-55W 513; N26-30-10W 459; N10-29-57W 352; N12-14-56E 212.01; N40-59-49W 220; S89-35-45W 97.67; N41-10-38W 161.45; N9-30-12W 187.98; N20-0-2E 802.01; N45-30 -4W 175.02; N10-0-0W 136.79; S89-24-58W 589.27; N27-22- 53E 1497.57; N89-28-37E 1941.12; S1-11-28E 5268.92 TO THE BEGINNING. AREA: 202.5 ACRES +/-

00-0007-8522 OWC-0592-0-020-035
RE INVESTMENT HOLDINGS LLC Acres: 393.78

BEGINNING FROM THE NW CORNER OF SEC 20 T3S R5E SLM: S89-58-26E 5419.91; S0-49-30W 2621.22; S89-58- 28W 329.78;N1-52-43E 485.33; N84-7-24W 343.15; S13-6-57W 644.72; N88-55-23E 468.5; N1-53-11E 98.94; N89- 58-26E 329.84; S0-42-24W 2662.96; S89-29-11W 2710.95; N0-7-23W 3969.04; S90-0-0W 1519.42; S89-34-41E 11.13 N35-12-19W 583.28; N0-59-59W 148; N41-45-0W 585; S60-0-6W 71 N46-23-45W 458.17 TO THE BEGINNING. AREA: 393.78 ACRES +/-

00-0007-8548 OWC-0595-0-021-035
RE INVESTMENT HOLDINGS LLC Acres: 553.76

BEGINNING AT THE NORTHWEST CORNER OF SEC 21 T3S R5E SLM: N89-55-38E 4441.58; S7-14-4E 103.74; S47-0- 23E 714.95; S8-0-15E 729.71; S64-3-18E 170.26; S0-0-37E 3160.99; S89-27-18W 4190.34; S0-32-44E 697.33; S89- 48-43W 1119.93; N0-42-24E 2662.98; N0-49-30E 2621.21 TO THE BEGINNING. AREA: 553.76 ACRES +/-

00-0007-8555 OWC-0596-0-022-035
RE INVESTMENT HOLDINGS LLC Acres: 2.85

BEGINNING AT A POINT SOUTH 1386.87 FEET FROM THE NW CORNER OF SEC 22 T3S R5E SLM: S63-57-25E 448.55; S36-35-41W 673.33; N0-7-27W 737.53 TO THE BEGINNING. AREA: 2.85 ACRES +/-

00-0007-8571 OWC-0598-0-023-035
RE INVESTMENT HOLDINGS LLC Acres: 312.00

W1/2 OF SEC 23, T3S, R5E, SLM. AREA 320 ACRES. EXCEPT: 8 ACRES IN SW COR OF THE SEC. TOTAL AREA 312 ACRES

00-0007-8878 OWC-0616-0-028-035
RE INVESTMENT HOLDINGS LLC Acres: 34.06

BEGINNING AT THE NORTHWEST CORNER OF SEC 28 T3S R5E SLM: N89-53-29E 1188.48; S0-32-44E 1326.64; N89- 44-26W 1192; N0-23-46W 1318.93 TO THE BEGINNING. AREA: 34.06 ACRES +/-

00-0007-9017 OWC-0630-0-029-035
RE INVESTMENT HOLDINGS LLC Acres: 95.09

N1/2NE1/4 SEC 29, T3S, R5E, SLM. ALSO: BEG SE COR NE1/4NW1/4 SEC 29; E 20CH; S 0.66 CH; S49°20'W 16 CH; W 8 CH; N11.3 CH TO BEG. AREA: 96.00 ACRES (LESS OWC-0630-1, .10 ACRES) NET AREA: 95.9 ACRES +-

00-0013-4879 OWC-0464-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 2.50

BEG W 1212 FT FR SE COR SEC 5, T3S, R5E,SLM; N 538 FT; E 202 FT; S 538 FT; W 202FT TO BEG. AREA: 2.50 ACRES

00-0020-6355 OWC-0491-B-011-035
RE INVESTMENT HOLDINGS LLC Acres: 53.12

BEGINNING S.89°55'22"E.463.43FT & S.1649.97FT FROM NW CORNER SEC 11 T3S R5E SLM: S.89°55'22"E.802.37FT; S.45°0'0"E.161.56FT; S.55°28'57"E.218.94FT; N.60°0'0"E.171FT; S.79°04'55"E.97.68FT; S.60°0'0E.206.92FT; S.35°06'45"E.206.28FT; S.56°23'05"E.386.38FT; N.78°51'18"E.274.65FT; S.88°29'43"E.277.57FT; N.66°41'32"E.155.27FT; N.54°41'24"E.155.27FT; N.11°02'49"W.466.54FT; S.89°55'22"E.389.96FT; S.19°34'37"E.330.25FT; S.08°48'27"E.690.12FT; N.79°32'28"W.304.84FT; S.85°09'21"W.179.76FT; S.85°02'50"W.853.51FT; N.55°16'25"W.580.85FT; N.50°52'03"W.128.44FT; N.71°10'10"W.38.49FT; N.49°38'57"W.215.87FT; S.46°07'25"W.606.81FT; S.71°36'20"W.326.04FT; S.77°13'58"W.382.08FT; S.19°57'58"W.75.12FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 16.19FT (CHORD BEARS N.19°57'58"E.); N.68°50'13"W.87.42FT; TO A POINT ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325FT, ALONG THE ARC 103.35FT; W.47.71FT; N.07°50'27"W.336.74FT; W.210.46FT; N.0°05'02"W.367.6FT; S.82°54'51"E.54.86FT; N.66°53'46"E.556.65FT; N.39°42'47"W.163.14FT; N.11°19'05"E.35.86FT; N.40°03'22"W.13.72FT TO THE BEGINNING. AREA: 53.12 ACRES +-

00-0020-6356 OWC-0491-C-011-035
RE INVESTMENT HOLDINGS LLC Acres: 35.82

BEGINNING S.02°32'41"E.1649.99FT FROM NE CORNER SEC 11 T3S R5E SLM: S.02°32'24"E.1494.96FT; S.74°53'17"W.97.11FT; S.65°59'48"W.169.12FT; S.54°08'38"W.177.88FT; S.26°34'55"W.214.03FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 100.39FT (CHORD BEARS N.66°36'42"W.); N.27°05'57"E.207.09FT; N.45°14'54"W.415.19FT; N.65°41'25"W.182.39FT; N.74°11'45"W.131.03FT; N.51°12'58"W.150.56FT; N.63°28'13"W.190.24FT; N.78°13'46"W.196.46FT; N.64°13'0"W.127.96FT; S.78°33'26"E.68FT; N.08°48'26"W.690.12FT; N.19°31'46"W.36.19FT; N.69°21'25"E.167.44FT; S.20°39'34"E.117.55FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 250.2FT (CHORD BEARS S.44°33'05"E.); S.21°33'23"W.242.4FT; S.82°02'05"E.270.06FT; N.07°10'11"W.246.15FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 141.44FT (CHORD BEARS N.69°19'28"E.); N.55°49'02"E.103.10FT;

ALONG THE ARC OF A 175FT RADIUS CURVE TO THE RIGHT 110.54FT (CHORD BEARS N.73°54'48"E.); S.87°59'27"E.77.25FT; S.0°42'27"E.239.69FT; S.79°44'04"E.241.91FT; S.64°08'49"E.207.91FT; N.39°49'20"E.99.6FT; N.04°03'42"W.220.13FT; N.20°19'19"W.244.88FT; N.89°59'56"W.178.03FT; ALONG THE ARC OF A 185FT RADIUS CURVE TO THE LEFT 190.03FT (CHORD BEARS N.78°58'13"W.); N.48°58'13"W.21.04FT; N.46°57'52"E.87FT; S.88°45'07"E.535.236FT TO THE BEGINNING. AREA: 35.82 ACRES +-

00-0020-6357 OWC-0493-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 16.30

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.19°08'51"E. 1297.33FT; S.0°03'12"E. 1421.69FT; N.89°14'02"W. 309.46FT; N.02°32'37"W. 2645.72FT TO THE BEGINNING. AREA: 16.30 ACRES+-

00-0020-6358 OWC-0494-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 3.36

BEGINNING N.2135.03FT FROM SW CORNER SEC 12 T3S R5E SLM: N.02°32'02"W.510.72FT; S.89°14'02"E.309.46FT;S.0°03'36"W.486.22FT; N.89°59'57"W.213.19FT; S.74°48'23"W.75.8FT TO THE BEGINNING. AREA: 3.36 ACRES

00-0020-8193 OWC-0468-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 51.61

BEGINNING AT THE NW CORNER OF SEC 5 T3S R5E SLM: N88-51-42E 5548.89; S0-4-16E 819.39; N74-59-55W 128.02; N81-16-35W 208.31; N75-21-42W 544.48; N89-10-16W 805.07; N31-24-17W 320.16; S58-35-20W 384.19; N82-47-13W 909; N7-14-7E 90; N82-45-56W 170; S7-14-8W 90; N82-45-5W 864.38; N83-30-13W 154.27; THENCE ALONG THE ACR OF A 2019.66 FOOT RADIUS CURVE TO THE LEFT 634.65 FEET (CHORD BEARS S86-2-2W); N86-59- 52W 160.98; N86-59-56W 267.59; S48-0-2W 228.24; S71- 59-30W 85; N0-0-19W 359.94 TO THE BEGINNING. AREA: 51.61 ACRES +/-

00-0020-8400 OWC-0468-4-005-035
RE INVESTMENT HOLDINGS LLC Acres: 558.57

BEGINNING AT A POINT SOUTH 522.25 FEET FROM THE NW CORNER OF SEC 5 T3S R5E SLM: N72-47-1E 360.13; N88-0-0E 261.35; N79-0-33E 142.14; THENCE ALONG THE ARC OF A 1909.66 FOOT RADIUS CURVE TO THE RIGHT 566 FEET (CHORD BEARS N87-58-31E); S83-31-17E 145.68; S82-44-59E 943.37; S82-45-3E 999.99; S18-0-7E 283.01; N63-59-59E 430.11; S82-44-58E 850.57; S65-16-42E 566.09; S81-0-22E 179; S70-45-53E 168.01; S0-1-53E 3781; S90-0-0W 404; S0-0-0W 538.97; S89-51-4W 404; N0-0-0E 538.97; S89-53-10W 807.97; S0-0-0W 538.97; N89-56- 18W 548.91; S89-59-27W 2153.46; N29-30-33W 862.24; N4-0-8W 950.02; N58-57-48W 867.03; N0-0-16W 2784.17 TO THE BEGINNING. AREA: 563.57 ACRES +/- LESS OWC-0467-0, TOTAL AREA: 558.57 ACRES

00-0020-8401 OWC-0486-2-008-035
RE INVESTMENT HOLDINGS LLC Acres: 375.51

BEGINNING AT THE NE CORNER OF SEC 8 T3S R5E SLM: S0-13-58W 2612.85; S0-1-17E 2676.57; S89-41-30W 731.8; N41-1-9W767.28; N75-27-32W 810.17; N69-1-23W 574.98; N28-5-47W 1398.42; N19-36-42W 3291.44; S89-37-1E 4329.52 TO THE BEGINNING. AREA: 375.51 ACRES +/-

00-0020-8402 OWC-0501-1-017-035
RE INVESTMENT HOLDINGS LLC Acres: 7.14

BEGINNING AT THE NE CORNER OF SEC 17 T3S R5E SLM: S0-28-26E 850.42; N41-6-53W 1123.52; N89-41-30E 731.77 TO THE BEGINNING. AREA: 7.14 ACRES +/-

00-0020-8403 OWC-0500-2-016-035
RE INVESTMENT HOLDINGS LLC Acres: 308.17

BEGINNING AT THE NE CORNER OF SEC 16 T3S R5E SLM: S0-23-29E 5318.35; N89-56-54W 779.94; N17-39-42W 267.5; N0-5-54E 210.27; N26-1-6W 799.53; N43-9-34W 715.13; N6-19-38E 970.48; N54-0-35W 2199.87; N82-30- 9W 1665.02; N40-38-44W 359.11; N0-28-25W 850.39; N89-50-16E 5229.09 TO THE BEGINNING. AREA: 308.17 ACRES +/-

00-0020-8404 OWC-0595-2-021-035
RE INVESTMENT HOLDINGS LLC Acres: 10.96

BEGINNING AT THE NE CORNER OF SEC 21 T3S R5E SLM: S0-26-43E 1386.86; N64-3-20W 170.26; N8-0-15W 729.71; N47-0-23W 714.95; N7-14-11W 103.74; S89-56-50E 779.93 TO THE BEGINNING. AREA: 10.96 ACRES +/-

00-0020-8405 OWC-0596-1-022-035
RE INVESTMENT HOLDINGS LLC Acres: 433.01

BEGINNING AT THE NORTHWEST CORNER OF SEC 22 T3S R5E SLM: N89-33-19E 2640.46; N89-33-18E 2640.4; S0- 26-34W 2662.93; S0-26-34W 1693.08; N31-26-12W 4307.65; S90-0-0W 359.97; S0-0-0W 4626.28; S90-0-0W 1480; N10-33-6E 735; S89-47- 56W 1275.66; N0-14-58W 1910.6; N0-42-41W 516.01; N36-35-42E 673.3; N63-57-14W 448.54; N0-7-28W 1383.62 TO THE BEGINNING. AREA: 433.01 ACRES +/-

EXHIBIT B
ADDITIONAL PROPERTY LEGAL DESCRIPTION

MULTIPLE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AND COMBINED INTO ONE AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S00°41'51"E 1682.76 FEET; THENCE S89°15'31"W 1099.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) N01°51'18"E 4.30 FEET; 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2914.90 FEET, A DISTANCE OF 1428.78 FEET, A CHORD DIRECTION OF N12°11'14"W AND A CHORD DISTANCE OF 1414.52 FEET; THENCE N56°17'51"E 215.35 FEET; THENCE N21°30'13"W 147.69 FEET; THENCE N05°51'07"E 159.38 FEET; THENCE N23°50'00"W 184.00 FEET; THENCE N20°27'46"W 66.50 FEET; THENCE N60°41'37"E 99.44 FEET; THENCE N00°00'00"E 283.22 FEET; THENCE S89°59'36"E 1247.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG SAID EAST LINE S00°00'14"W 667.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 65.72 ACRES IN AREA

EXHIBIT C:
NORTH FIELDS

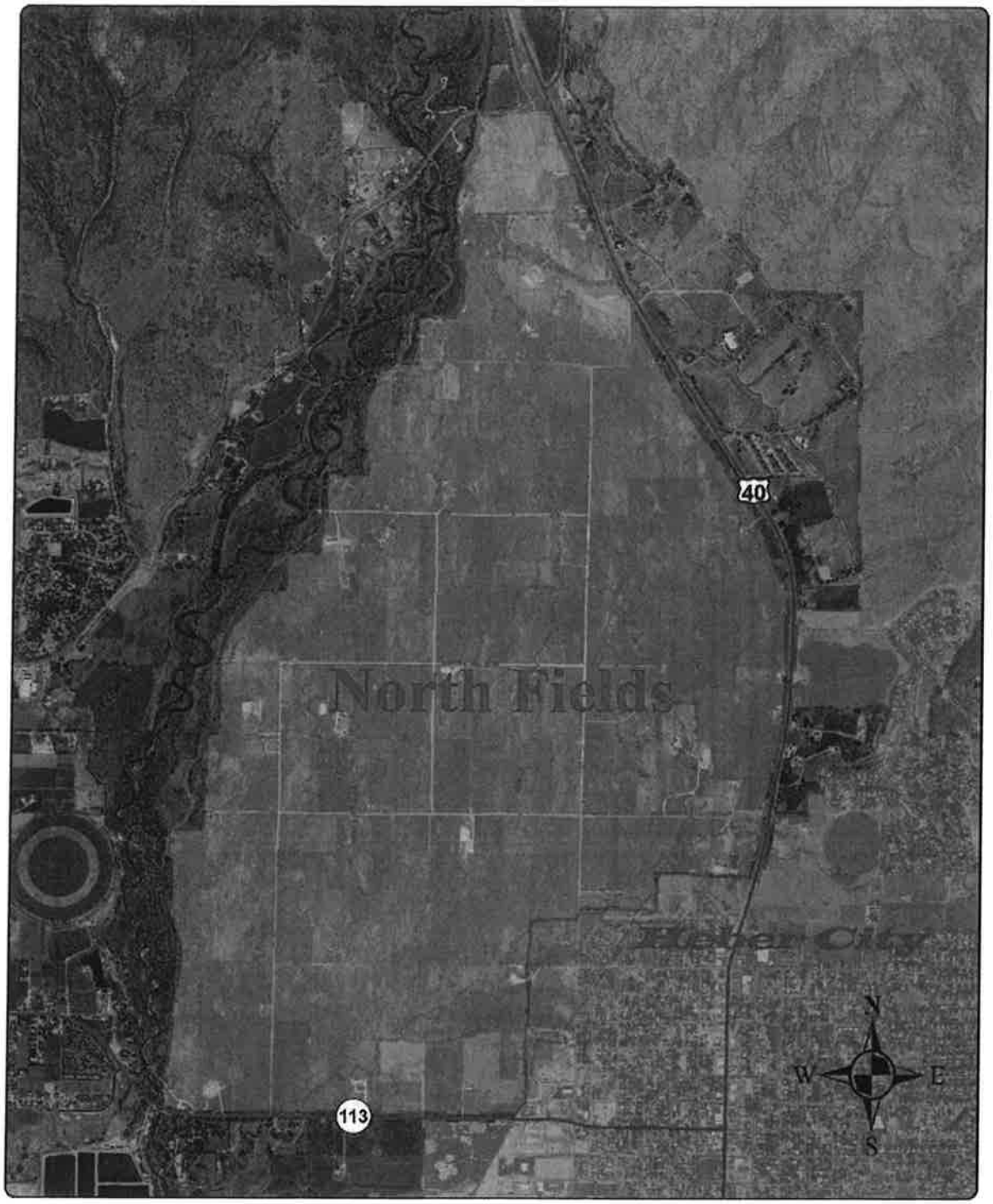


EXHIBIT D:
CONCEPT PLAN

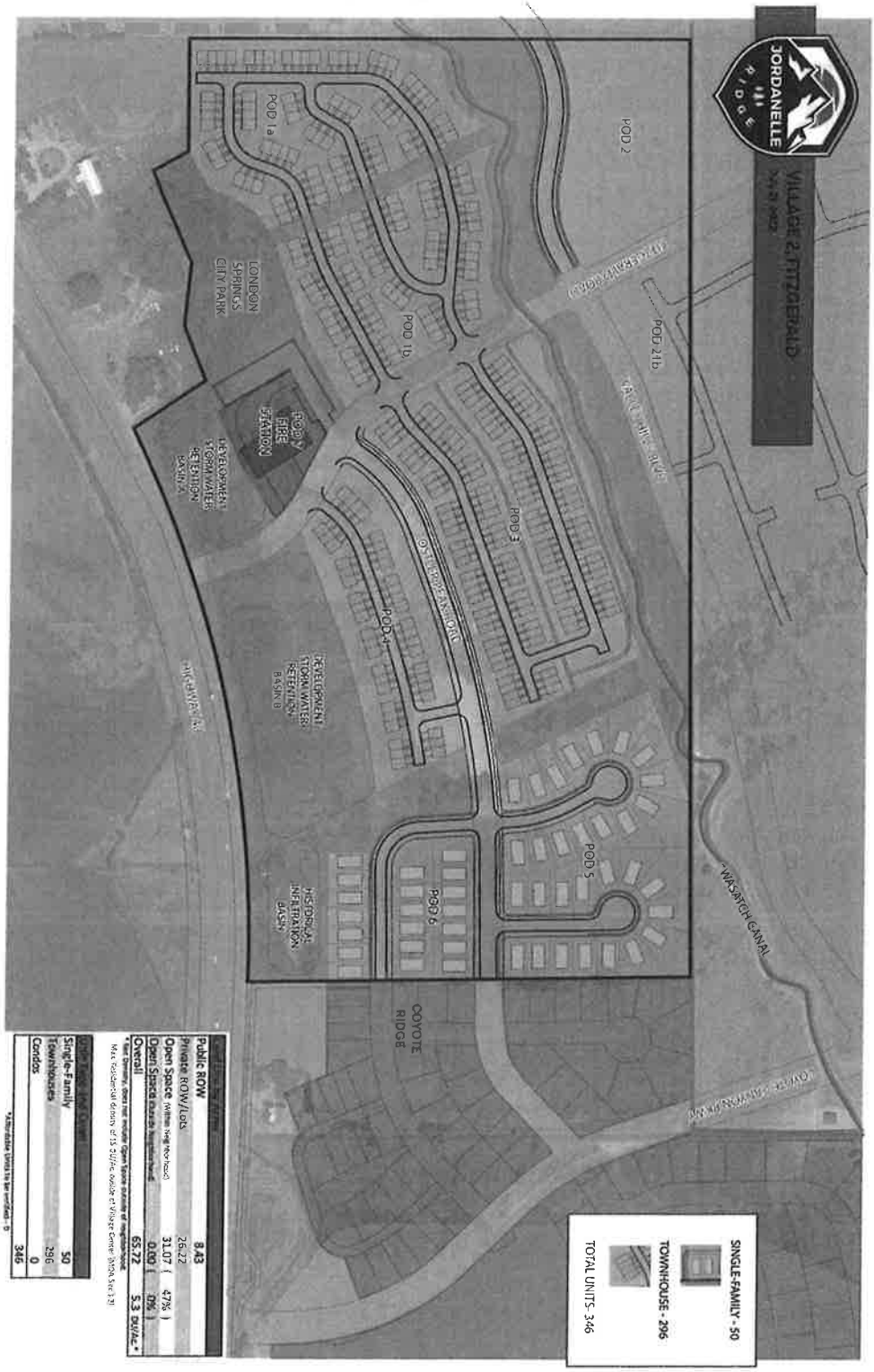


EXHIBIT E:
OPEN SPACE

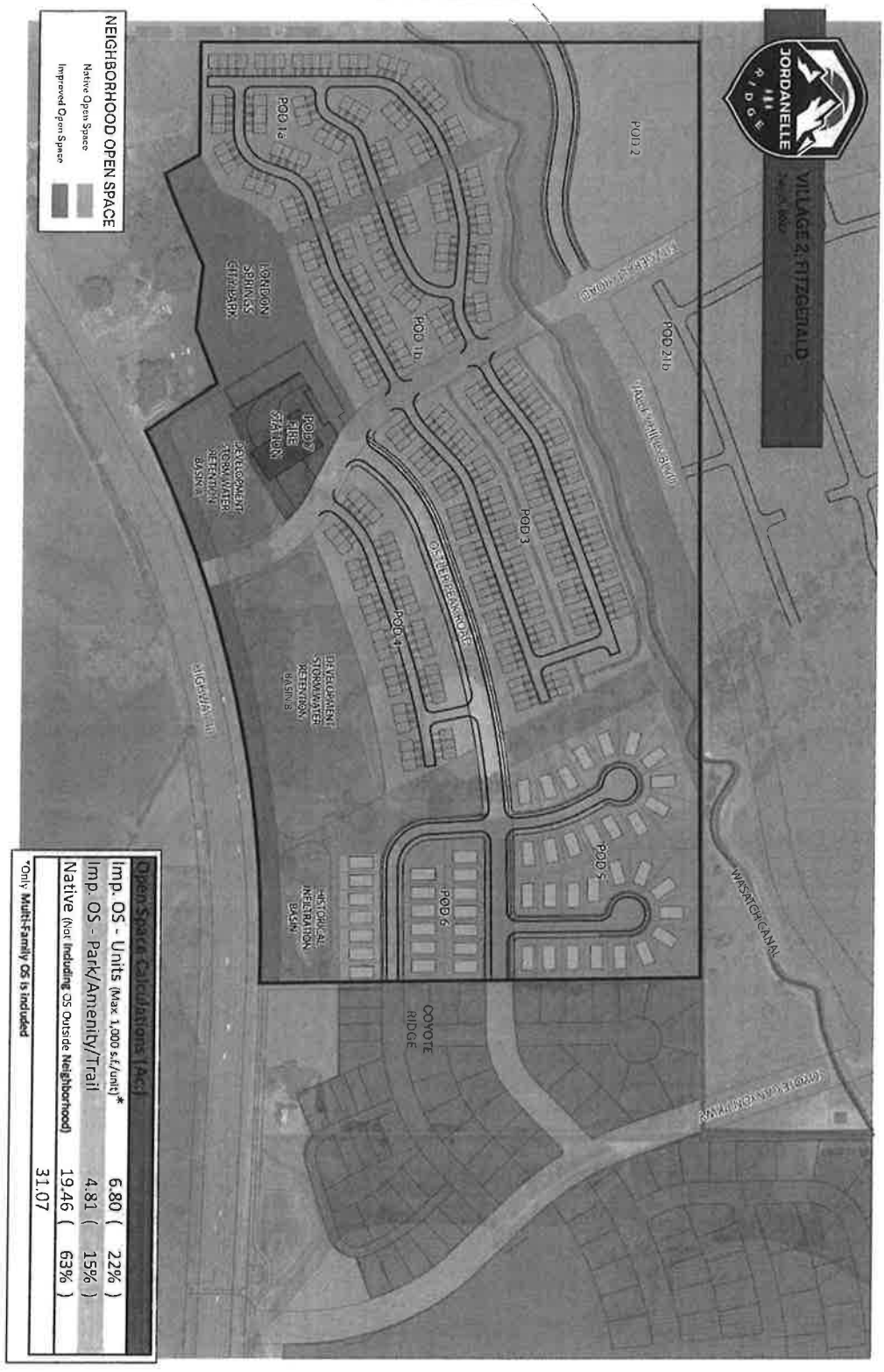


EXHIBIT F:
TRAILS

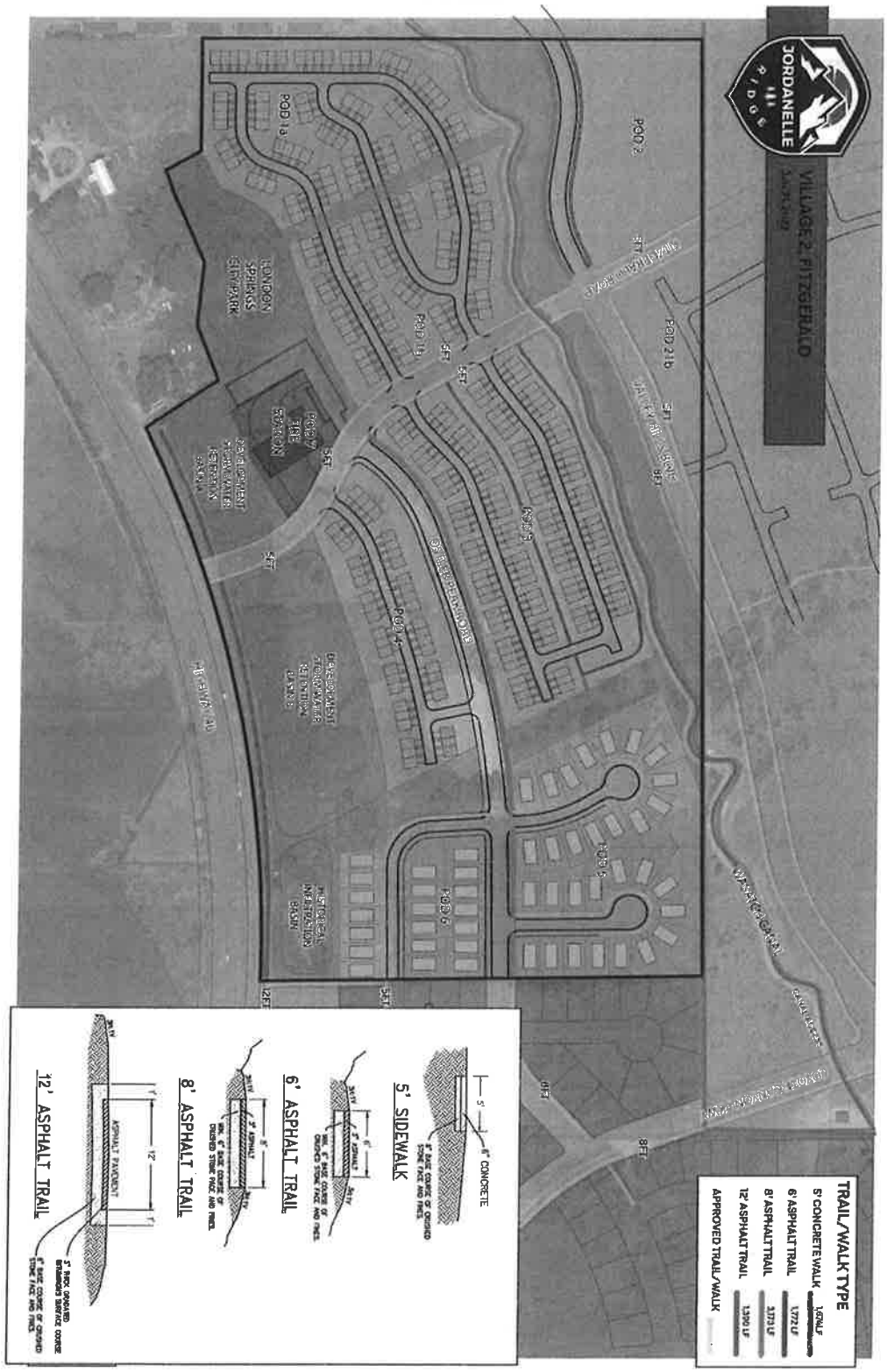


EXHIBIT G:
PHASING

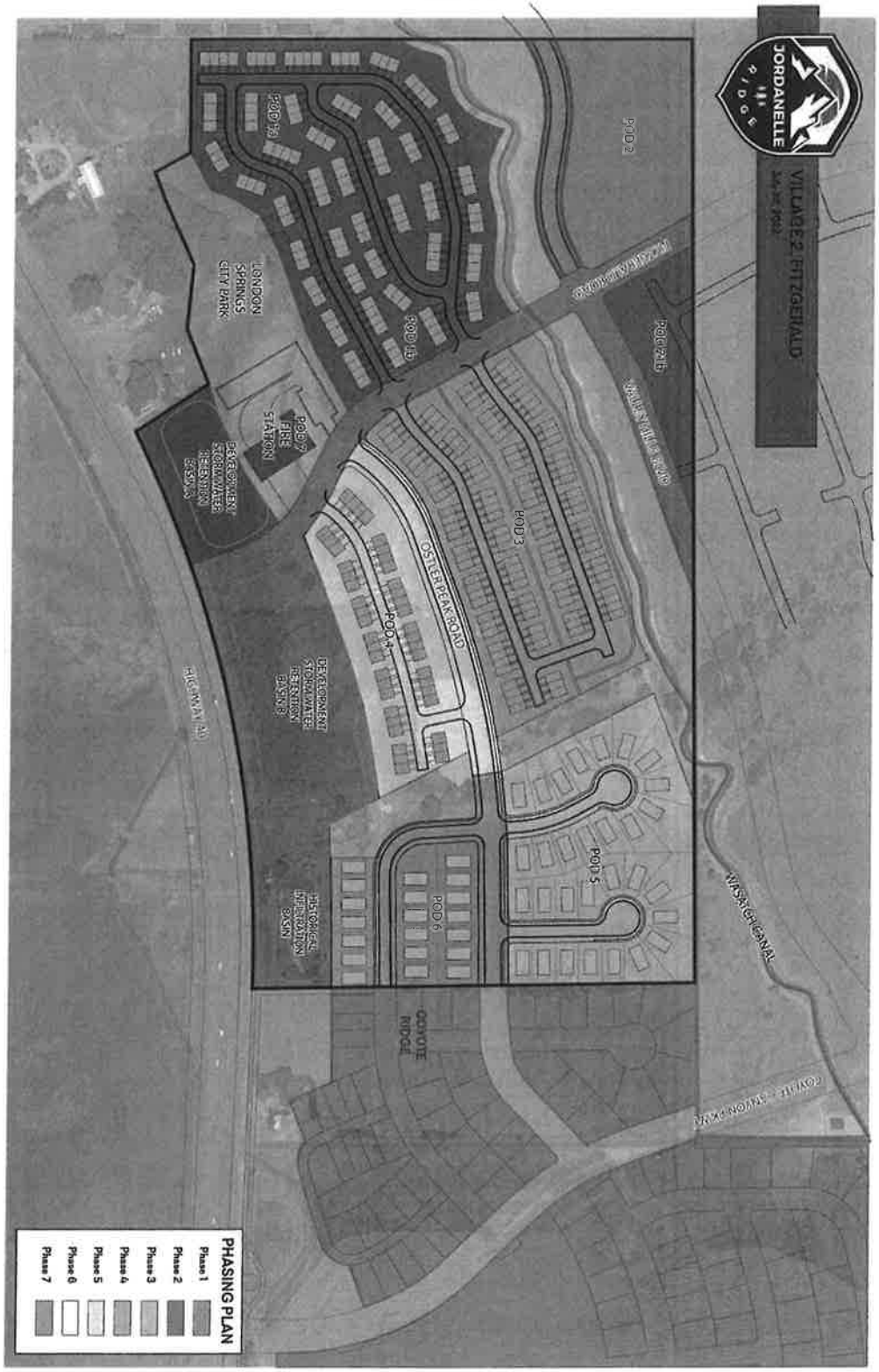
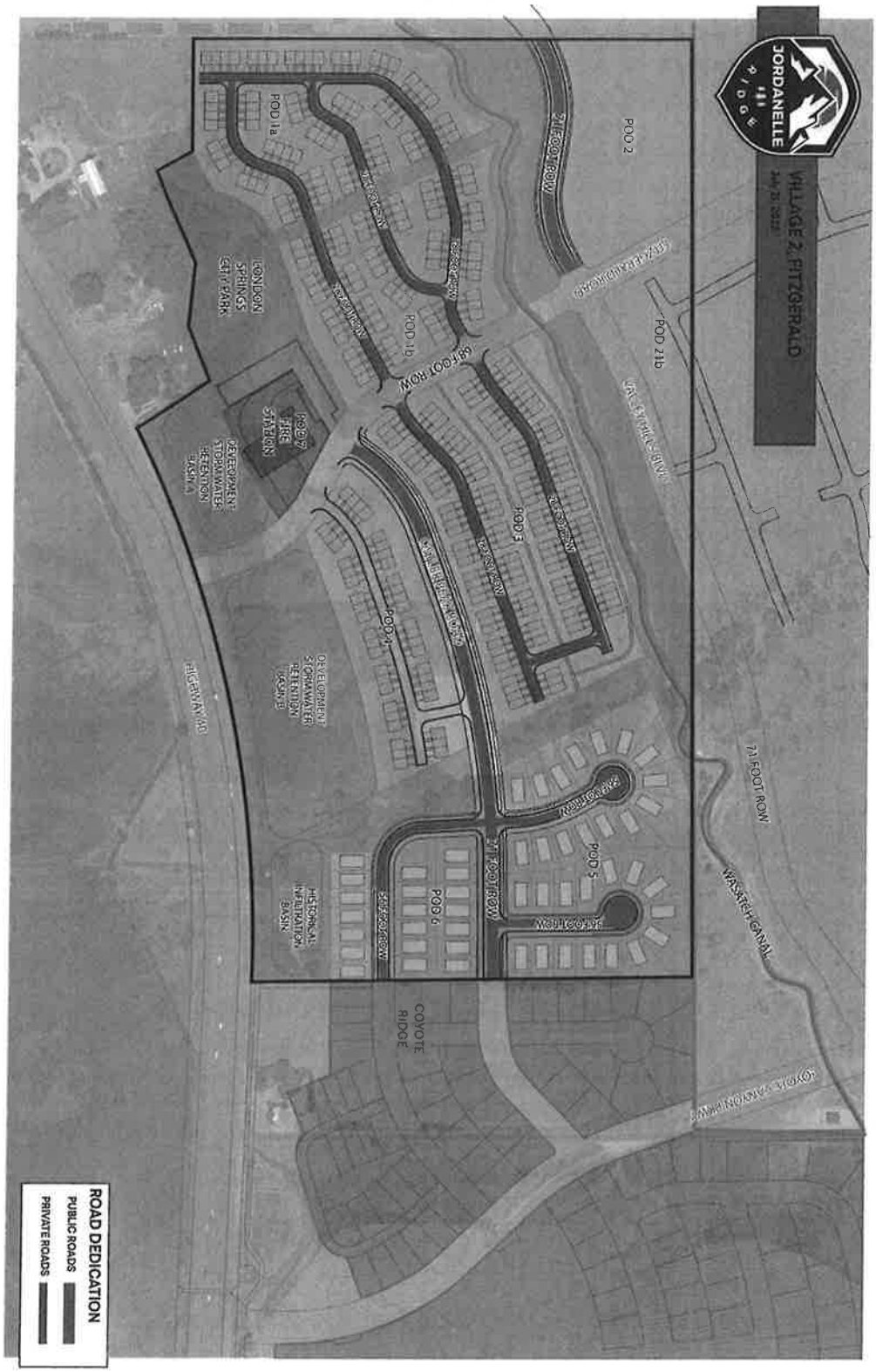


EXHIBIT H:
ROADS



Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Approval of the Engineering Final Design & Construction Services Agreement to Horrocks Engineers for the 100 West Improvements
RESPONSIBLE:	Russ Funk
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Necessary Administrative Action Community and Economic Development Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council approval to execute a contract with Horrocks Engineers to provide Final Engineering Design and Construction Administration Services relating to the 100 West Improvements Project.

RECOMMENDATION

Approve and authorize staff to execute a contract with Horrocks Engineers for Final Design and the Construction Administration Services for the 100 West Improvements Project in the amount of $438,878.

BACKGROUND

In accordance with the Envision Central Heber Plan, staff issued an RFP (Request for Proposals) in late 2024 to provide Engineering Consultant Services relating to reconstruction of 100 West. The project is intended to make improvements to 100 West in an effort to make it more consistent with the City's vision for downtown Heber.

In response to the request, the City received 3 Proposals including responses from Sunrise Engineering, Horrocks Engineers, and Civil Science. The Selection Committee consisting of Russ Funk, Matt Brower, Tony Kohler, Matthew Kennard, and Kyle Turnbow reviewed and scored the proposals. Horrocks Engineers was selected as the top ranking firm.

During negotiations with Horrocks Engineers regarding the scope and fee for the agreement, discussion took place on ways to reduce the design costs. One of Horrock's concerns about reducing the design fee was the number of unknowns relating to the design. It was proposed to break out the preliminary design phase from the rest of the agreement to work through the unknowns and better define the overall project scope. This refined scope would allow for potential reduction of the proposed final design fee.

The City entered into a Preliminary Design Agreement with Horrocks in 2025. After substantial coordination with Council, residents and staff, Horrocks completed the preliminary design work in early 2026.

The current proposed agreement in the amount of $438,878.00 includes the remaining scope of services from the original proposal and includes an approximate $52,000 savings from the original pre-construction services fee.

Phase/Task No.	Phase/Task Description	Fee Type	Proposed Fee/Basis
Phase 010	Project Management	Lump Sum	$27,868
Phase 020	Final Design (60-100%)	Lump Sum	$190,001
Phase 030	Bidding Support (48 hours)	T&M	$9,744
Phase 040	Public Involvement (170 hours)	T&M	$24,968
Phase 050	Construction Management (6 Mo)	T&M	$186,297
Phase 060	Additional Services	T&M	As Authorized
Total Estimated Fee: $438,878			

The proposed scope also includes approximately $25,000 for additional outreach and public involvement services which includes up to 2 Public Meetings and preparation of exhibits and materials needed for coordination efforts with the public.

The Construction Services budget is based on an assumed 6-month construction duration and full-time on-site construction observation services. This seems appropriate for the anticipated Phase 1 construction project planned to extend from 300 South to 100 North.

DISCUSSION

Does the anticipated scope for Public Involvement match the Council's expectations for these services for a project of this scope?

FISCAL IMPACT

The FY26 Budget for this project includes $261,000 of Transportation Tax Funding (Fund 48). A portion of this budget was used for completion of the Preliminary Design Services Scope.

The FY27 Draft Budget for this project includes the following:
- $1,904,000 of Transportation Tax Funding (Fund 48)
- $368,000 of Sewer Capital Improvement Funding (Fund 67)
- $375,000 of Culinary Water Capital Improvement Funding (Fund 66)
- $303,000 of Pressurized Irr Capital Improvement Funding (Fund 56)
(PI Portion Paid For by Transfer of Water Impact Fee Funds)

CONCLUSION

Based on direction from Council relating to established Council priorities and seeing that adequate budget is included in the Draft FY2027 Budget to complete this work, Staff is recommending that Council provide authorization to execute the proposed agreement with Horrocks Engineers.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Proposed Horrocks Agreement

HEBER 100 WEST FINAL DESIGN

Scope of Services

PREPARED FOR: RUSS FUNK/RFUNK@HEBERUT.GOV

May 14, 2026

SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION

The project consists of final design and construction documentation for the reconstruction of 100 West Street in Heber City, extending from approximately 500 North to 600 South (approximately 5,500 to 6,000 linear feet of corridor).

The project includes roadway reconstruction; replacement of existing culinary water, sanitary sewer, storm drain, and pressurized irrigation facilities; drainage improvements; streetscape and landscape enhancements; and coordination with third-party utility providers and key stakeholders. Preliminary design was completed during a prior phase of work. Under this phase, Horrocks will utilize the current roadway layout, landscape concepts, and utility planning completed to date and advance the project from approximately 30 percent design through final design, including preparation of 60 percent, 90 percent, and 100 percent construction documents, technical specifications, and engineer's cost estimates.

PROJECT UNDERSTANDING

Critical Success Factors

- Establishing final design direction early to maintain schedule and budget
- Coordinating utility replacements and minimizing service disruptions
- Maintaining access to businesses and residents during construction
- Aligning design with City expectations and prior Phase 1 approvals

Key Constraints

- Existing utilities and aging infrastructure
- Limited right-of-way through downtown corridor
- Coordination with third-party utilities
- Drainage and Lake Creek considerations

Risks and Unknowns

- Unforeseen utility conflicts
- Subsurface conditions
- Stakeholder-driven design changes after Phase 010
- Late-stage revisions impacting schedule and cost

Coordination Requirements

- City staff and departments
- Utility providers
- Stakeholders and public interface
- Internal design coordination across disciplines

Design Approach

Horrocks will advance the City Council–adopted layout developed into final design using a structured milestone approach. The design will focus on early confirmation of key decisions, minimizing redesign, and delivering a coordinated and constructible set of plans.

CONSULTANT SERVICES

Phase 010: Project Management

Horrocks will provide project management throughout the duration of the project.

Scope Includes:

- Overall project coordination and communication
- Schedule management and milestone tracking
- Up to one (1) coordination meeting per week (assumed 1 hour duration)
- Document management and administration
- Coordination of design team disciplines
- Quality control and quality assurance (QA/QC)

Level of Effort:

Project management effort is based on a standard design duration and assumes efficient coordination with consolidated feedback from the city.

Phase 020: Final Design (60%, 90%, and Final)

Horrocks will advance the design through final construction documents. Changes in design direction after the 60% milestone, including roadway configuration, utility approach, or project limits, may require additional services. Adjustments to block limits or phasing strategy after design initiation may require additional services.

Scope Includes:

- 60%, 90%, and final design development
- Final roadway, grading, and drainage design
- Final utility design and coordination
- Traffic control, signing, and striping plans
- Landscape and irrigation design
- Technical specifications
- Final cost estimate
- Final construction documents
- Geotechnical Study

Deliverable:

- 60% Design Plans
- 90% Design Plans

- Final Plans, Specifications, and Estimate (PS&E)
- Bid package preparation

Phase 030: Bidding Support

Horrocks will assist the city during bidding.

Scope Includes:

- One (1) pre-bid meeting
- Responses to RFIs
- Addenda preparation
- Bid evaluation assistance

Deliverable:

- Bid Documents and Addenda

Phase 040: Public Involvement

- Up to 2 meetings
- Coordination with City for consolidated comments.
- Preparation of Exhibits
- Stakeholder coordination

Public involvement will not include re-evaluation of previously approved Phase 1 design decisions or alternatives.

Deliverable:

- Meeting materials (as needed)

Phase 050: Construction Management Services

Construction Management services are based on full-time on-site observation during active construction operations, assumed to occur during normal weekday working hours and not to exceed forty (40) hours per week for a six-month construction period. Phase 010 is anticipated to include approximately four city blocks of roadway and utility reconstruction.

Construction Management services will be provided by a combination of on-site inspection staff, project management, and engineering support personnel. Services include full-time on-site construction observation during active construction operations, together with office-based construction administration and engineering support.

Construction Management services included in this scope consist of the following:

Construction Administration

- Overall engineering support during construction.
- Attendance at the preconstruction meeting.

- Preparation for and attendance at weekly construction progress meetings.
- Preparation of meeting agendas and meeting minutes.
- Coordination with the contractor, City staff, utility companies, and other stakeholders.

Construction Observation and Reporting

- Full-time on-site construction observation during active construction operations.
- Daily documentation of construction activities, progress, and significant issues.
- Monitoring of contractor compliance with the plans, specifications, and permit requirements.
- Observation of traffic control, erosion control, and public safety measures.

Submittal Review and Quality Control

- Review of shop drawings, product data, and material submittals for general conformance with the design intent.
- Review of materials testing reports and quality control documentation.
- Coordination with geotechnical and materials testing consultants.

Quantity Tracking and Contractor Pay Applications

- Verification of installed quantities.
- Review and recommendation of contractor pay applications.
- Tracking of contract quantities and budget status.

Requests for Information and Change Orders

- Review and response to Requests for Information (RFIs).
- Preparation of field clarifications and design interpretations.
- Evaluation and negotiation support for change orders.
- Contract administration related to modifications and claims.

Public Involvement and Stakeholder Coordination

- Coordination with affected businesses, property owners, and residents.
- Support in addressing construction-related concerns and maintaining access.

Project Closeout

- Preparation of punch lists.
- Coordination of substantial completion and final inspections.
- Review of contractor closeout documents.
- Recommendation of final acceptance.

Record Drawings

- Preparation and delivery of record drawings based on contractor redlines and field observations.

Schedule Assumption

The fee assumes six months of full-time construction management and inspection during active construction for Phase 1 of the project.

Additional Services

If the contractor's construction schedule extends beyond six months, or if additional services are required beyond those described above, such services will be provided as Additional Services.

Phase 060: Additional Services – Time & Materials (Authorization Required Prior to Commencement)

Any services beyond the defined scope of work—including, but not limited to, additional plan revisions due to agency comments, redesign resulting from Client-directed changes, unforeseen site or utility conditions, added permitting support, construction support beyond the base scope, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services will not be initiated without prior written authorization from the Client. Schedule and Fees

Horrocks anticipates completing the design services identified as **phases or tasks** within approximately 6 months from execution of the contract. These durations are based on Horrocks' current understanding of the project and assume timely receipt of the Client's decisions and required approvals. The schedule does not account for review times by local jurisdictions or permitting agencies, which are outside of Horrocks' control.

For services identified as **time and materials (T&M)** in Phase 060 above, Horrocks will proceed only upon written authorization from the Client. The schedule for these services will be coordinated with the Client and integrated into the overall project timeline to minimize impact on critical path items.

Phase/Task No.	Phase/Task Description	Fee Type	Proposed Fee/Basis
Phase 010	Project Management	Lump Sum	$27,868
Phase 020	Final Design (60-100%)	Lump Sum	$190,001
Phase 030	Bidding Support (48 hours)	T&M	$9,744
Phase 040	Public Involvement (170 hours)	T&M	$24,968
Phase 050	Construction Management (6 Mo)	T&M	$186,297
Phase 060	Additional Services	T&M	As Authorized
Total Estimated Fee: $438,878			

Notes:

- *The fee is based on advancement through defined design milestones and assumes design decisions are finalized by the 60% milestone.*
- *Lump sum tasks are billed as fixed fees tied to deliverables and schedule. Changes to the schedule may affect lump sum fees.*
- *T&M tasks are billed at Horrocks' current Standard Rates. The fee and rates increase on an annual calendar year basis.*
- *Out-of-scope services will not be performed without written Client authorization.*
- *The above fees exclude permitting, agency review, or permitting charges.*

- *Reimbursable expenses including printing (for documents requested by the Client) and miscellaneous costs paid on behalf of the Client will be billed at actual cost plus 10%.*
- *All application and review fees are to be paid directly by the Client.*
- *The scope and corresponding fees are subject to change if the site design, lot density, phasing, or extent of improvements change significantly from what was referenced for this proposal and as described herein.*
- *Changes to phasing of the project either during design or construction will result in additional fee to the project. Assumption is based on full design from 600 S to 500 North, Drawings will be setup by block and bid package submitted for 300 South to 100 North.*
- *Horrocks will stop work on any project with an invoice that is not paid within sixty (60) days. Work will not recommence until all outstanding invoices are paid in full.*

The above proposal must be executed within 45 days, otherwise price adjustments may occur. We look forward to performing this work and can begin immediately upon authorization to proceed.

The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of Client. By signing below, Client is acknowledging and agreeing to ***Horrocks LLC Terms and Conditions attached as "Attachment B."***

Sincerely,

Horrocks LLC

_____

(Signature)
Greg Nelson, SE, VP Community Infrastructure, Site Practice Lead

Accepted By

_____ _____

Signature Date

_____

Printed Name

_____

Company

_____

Title

_____

Email

Billing Contact: _____

Email: _____

Additional Services

The following is a list of services specifically excluded from this proposal. If any of these below-listed excluded items become necessary and the scope of such work can be determined, the Engineer will, upon the Client's approval, proceed on a time and materials basis as part of Phase 060: Additional Services.

A. Studies, Reports, and Models (Geotech is included)
    a. Water modeling, flow tests/analysis, and calculations
    b. Environmental mitigation or study
    c. Wetland delineation, study, remediation, or mitigation
    d. Floodplain or floodway identification and mitigation
    e. Off-site engineering studies, design, or supplemental studies/reports
    f. Structural computation for typical street sections
    g. Traffic studies or modeling
B. Designs, Plans, and Analyses
    a. Any architectural and structural design
    b. Any offsite design or roadway frontage design
    c. Retaining wall design
    d. Off-site utility capacity analysis
C. Permitting, Easements, Descriptions, and Exhibits
    a. Easement dedication
    b. Right-of-way permits or other permits not specified in the scope
    c. Color exhibits, models, and renderings
D. Modifications and Changes
    a. Layout iterations not specified in the scope
    b. Agency-required modifications deemed to be significant
    c. Significant revisions made by the owner to initial/previously accepted designs
    d. Revision of jurisdictional redlines beyond the second set of redlines
E. Meetings, Applications, and Hourly Items
    a. Design review including applications, submittals, and meetings not specified in the scope

ATTACHMENTS

Attachment A. Project Delivery Framework

Plan Sheet Organization

The contract documents will be developed as a single, continuous and coordinated plan set, with block limits clearly identified to allow phased construction without duplication.

Estimated Plan Set Structure

Category	Estimated Sheets
General (Cover, Notes, Typical Sections)	2–3
Plan & Profile	12–14
Grading (Selective Areas)	4–5
Utilities (Storm + Combined Utility Sheets)	6–8
Traffic Control / Striping	3–4
Landscape / Irrigation	4–6
Details	6–8

Estimated Total Plan Set: Approximately 40–50 sheets

Design Milestones and Iterations

The project will be developed through the following milestones:

- 60% Design (Intermediate Design)
- 90% Design (Final Review)
- 100% Final Design (Issued for Bid)

Included Iterations:

- Up to two (2) formal review cycles at the 60% and 90% milestones

Milestone Intent:

- **30%:** Confirm layout, utilities, drainage, and design criteria
- **60%:** Finalize design decisions and coordination
- **90%:** Minor refinements only

Major design changes after the 60% milestone may require additional services.

Public Involvement (Limited Scope)

Public involvement during this phase will be limited and focused on design progression.

Scope Includes:

- Up to **[2] meetings**
- Coordination with City for consolidated feedback

Additional Services May Include:

- Additional meetings
- Expanded outreach
- Re-engagement due to changes in project direction

Meetings and Coordination
The scope includes regular coordination meetings with City staff consistent with the proposed level of effort.
Additional meetings or extended coordination may require additional services.

Utility Coordination
Utility coordination is based on Phase 1 findings and standard agency coordination.
Additional services may include:

- Unforeseen conflicts
- Utility provider changes
- Major alignment shifts

Grading and Drainage
Grading and drainage design will follow the adopted layout and Phase 1 design approach.
Additional services may include:

- Changes to drainage strategy
- New regulatory requirements
- Major grading revisions

Scope Control and Additional Services
The proposed fee is based on the scope, assumptions, and level of effort described herein.
Additional services may include:

- Additional review cycles
- Design changes after 60%
- Revisions to previously approved elements
- Changes to block configuration or phasing
- Additional meetings or coordination
- Expanded public involvement

Heber City Council Staff Report

MEETING DATE: 6/2/2026

SUBJECT: Contract Award to C&B Asphalt for construction of the Heber City 2026 Road Maintenance Project

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Necessary Administrative Action
Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to C&B Asphalt for the Heber City 2026 Road Maintenance Project

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder C&B Asphalt for an amount of $1,122,446.43

BACKGROUND

Heber City completed a large road maintenance project in 2023 and 2024 when most of the City's roads received a surface seal and a few roads were re-paved. The City has historically completed a large road maintenance project every 5 to 6 years to keep our roads in good condition.

Since the time the project was completed, numerous additional roads have been completed or have been re-paved. Many of these roads were completed as part of the Central Heber Replacements project. To protect the City's investment, it is important to seal all newly paved roads within the first few years. Proper maintenance, repair and sealing of asphalt roadways extends the service life of the roads, maintains drivability for our citizens, and helps prevent costly road reconstruction projects.

The project was advertised for bid on the Utah Public Procurement Place website and a Public Bid Opening was held on May 21st. The following bids were received:

Bidder	Base Bid	Additive Bid Items	Alternate Bid Items
C&B Asphalt	$1,055,096.43	$130,350.00	$350,000.00
Asphalt Preservation	$1,178,190.47	$113,400.00	$434,875.00
Morgan Pavement	$1,121,578.64	$112,400.00	$525,000.00

M&M Asphalt	$1,207,830.65	$115,000.00	$525,000.00

Attached is the bid tabulation showing the bid details.

DISCUSSION

The project was bid using several additive and alternate items. The base bid included Type III crack seal, a TuffCoat seal for trails, and a Slurry Seal product for roadways. Additional additive items were bid including routing of cracks prior to crack seal application and a gap-patch product to repair larger cracks and voids in pavements. Lastly, an alternate bid item for using Type II crack seal instead of Type III was included.

Staff recommends awarding the bid based on replacing bid item 2 with the alternate bid item ALT1 and to include the additive bid items. This would result in a contract amount of $1,122,446.43 for C&B Asphalt.

The project is anticipated to be complete by November 1, 2026, but crack sealing could extend into the Spring depending on fall weather.

FISCAL IMPACT

Total Engineering Design & Bidding Services for the project are $18,343
Engineering Contract Admin, and Inspection Services are estimated at $90,000
The construction cost if the project is awarded as recommended to C&B Asphalt is $1,122,446.43

The total budget for the Project, including a 10% construction contingency, is estimated to be $1,343,000

The draft FY27 Budget includes a budget of $2,000,000 of Transportation Tax (Fund 48) funding for this project.

CONCLUSION

Based on the need to complete the project, Staff recommends that the Council approve the recommendation to authorize a contract with the low apparent bidder, C&B Asphalt in the amount of $1,122,446.43

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** this item as recommended by staff

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Bid Tabulation

Engineer's Estimate
Horrocks Engineers

Bid Schedule

Contractors	Base Bid	Additives	Alternative	Total
C&B Asphalt	$1,055,096.43	$130,350.00	$350,000.00	$1,535,446.43
Asphalt Preservation	$1,178,190.47	$113,400.00	$434,875.00	$1,726,465.47
Morgan Pavement	$1,121,578.64	$112,400.00	$525,000.00	$1,758,978.64
M&M Asphalt	$1,207,830.65	$115,000.00	$525,000.00	$1,847,830.65
Average	$1,140,674.05	$117,787.50	$458,718.75	$1,717,180.30
Engineer's Estimate	$1,650,509.00	$194,839.92	$0.00	$1,845,348.92
Percent Difference	44.70%	65.42%	-100.00%	7.46%

Project Manager: Willa Motley, P.E.
Project Engineer: Rob Rydalch

Construction Cost Index: 1.072637571

For: Heber City - 2026 Road Maintenance Project
Heber City

Bid Opening: Heber City Administrative Offices
Date: May 21, 2026
Time: 2:00 PM

Heber City, 84032

Bid Schedule — Engineer's Estimate

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	C&B Asphalt UNIT PRICE	C&B Asphalt TOTAL AMOUNT	Asphalt Preservation UNIT PRICE	Asphalt Preservation TOTAL AMOUNT	Morgan Pavement UNIT PRICE	Morgan Pavement TOTAL AMOUNT	M&M Asphalt UNIT PRICE	M&M Asphalt TOTAL AMOUNT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL AMOUNT
BASE BID													
1	Mobilization	1	LS	$87,800.00	$87,800.00	$35,000.00	$35,000.00	$57,900.00	$57,900.00	$0.00	$0.00	$1,000.00	$1,000.00
2	Type III Crack Seal (Roads, Trails, Parking Lots)	175	TON	$3,794.99	$664,123.55	$2,360.00	$413,000.00	$2,485.00	$434,875.00	$3,000.00	$525,000.00	$3,000.00	$525,000.00
3	TuffCoat (Trails)	28065	SY	$1.66	$46,660.54	$1.35	$37,887.75	$1.25	$35,081.25	$1.44	$40,413.60	$1.39	$39,010.35
4	TuffCoat (Parking Lots)	2686	SY	$2.09	$5,618.15	$1.89	$5,076.54	$1.25	$3,357.50	$1.44	$3,867.84	$1.39	$3,733.54
5	Type II Slurry Seal Polymer Modificd (Roads)	394498	SY	$2.15	$846,306.75	$1.43	$564,132.14	$1.64	$646,976.72	$1.40	$552,297.20	$1.62	$639,086.76
	BASE BID TOTAL				$1,650,509.00		$1,055,096.43		$1,178,190.47		$1,121,578.64		$1,207,830.65
ADDITIVE ITEMS													
ADD1	Route Cracks Prior to Crack Seal	4000	LF	$5.00	$20,000.00	$1.65	$6,600.00	$0.10	$400.00	$1.35	$5,400.00	$0.25	$1,000.00
ADD2	Pothole Repair w/ Gap-Patch (Trails)	10	TON	$4,290.55	$42,905.50	$3,375.00	$33,750.00	$2,450.00	$24,500.00	$2,900.00	$29,000.00	$2,850.00	$28,500.00
ADD3	Pothole Repair w/ Gap-Patch (Collector Roads)	30	TON	$4,397.81	$131,934.42	$3,000.00	$90,000.00	$2,950.00	$88,500.00	$2,600.00	$78,000.00	$2,850.00	$85,500.00
	ADDITIVE BID TOTAL				$194,839.92		$130,350.00		$113,400.00		$112,400.00		$115,000.00
ALTERNATIVE ITEMS													
ALT1	Type II Crack Seal (Roads, Trails, Parking Lots)	175	TON	$0.00	$0.00	$2,000.00	$350,000.00	$2,485.00	$434,875.00	$3,000.00	$525,000.00	$3,000.00	$525,000.00
	ADDITIVE BID TOTAL												
	TOTAL BID				**$1,845,348.92**		**$1,535,446.43**		**$1,726,465.47**		**$1,758,978.64**		**$1,847,830.65**

*** Denotes a mathematical error**

I hereby certify that this is a true and correct Bid Tabulation for the
Heber City - 2026 Road Maintenance Project

Willa Motley 2026.05.21 15:43:35-06'00'

Willa Motley, P.E.

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Temporary Ordinance 2026-11 establishing temporary regulations pertaining to regulation of overnight food truck parking on Plaza Street (200 South) and Main Street Park
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The Community Alliance for Main Street (CAMS) has requested the City permit the parking of trucks overnight on 200 South next to the Main Street Park (aka Trailhead Plaza) for this season. Ordinance 2026-11 adopts temporary regulations permitting such for a period of 6-months.

The policy question for Council is: Should Council adopt Ordinance 2026-11, which adopts temporary overnight food truck parking provisions for the Main Street Park and festival plaza street?

UPDATE: Staff revised the ordinance draft since the May 19 Council agenda to remove the confusing portion of the ordinance that does not need updating (identified by Councilmember Cheatwood).

RECOMMENDATION

Staff recommends adoption of Ordinance 2026-11, conditional upon the lease agreement with the food truck vendors including a provision about damages to the City's Festival Street being the responsibility of the food truck vendors to remediate/repair.

BACKGROUND

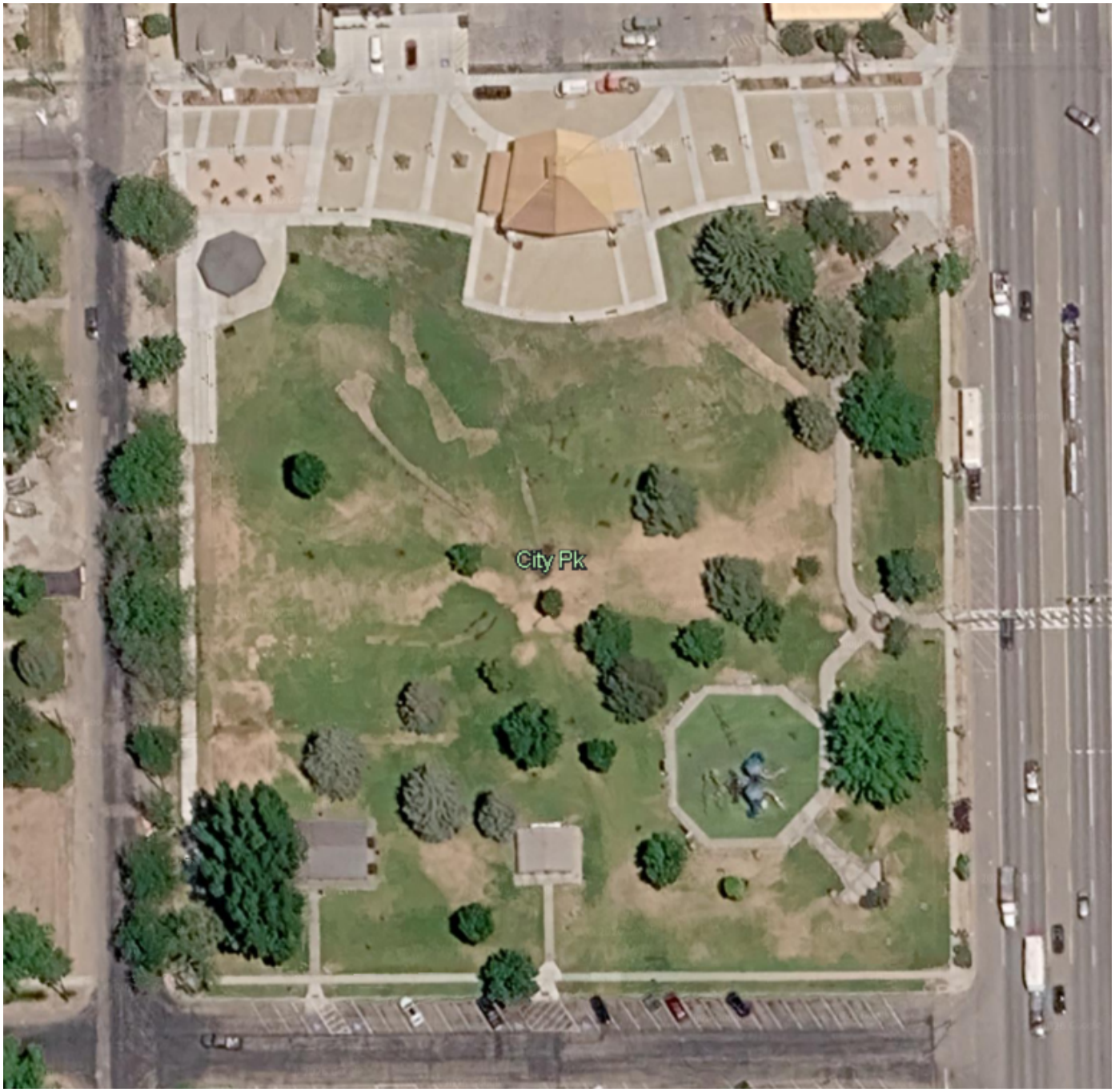
CAMS summary of proposed food truck use.

The request for the Overnight Parking Amendment is, provide an agreement for two food trucks to park on the paver area located between the grass and landscaping along Festival Street for the duration of the summer season. Since the city owns the property, we would like to explore establishing a formal agreement that would allow approved food truck operators to utilize the space on a more consistent basis.

One important component of the proposal would be allowing the food trucks to plug into the now installed electrical outlets onsite, rather than relying on generators. Food truck operators would be

responsible to pay for the energy used. This would significantly reduce noise for nearby residents and
businesses while creating a more pleasant atmosphere downtown. The overall goal is to create a reliable economic opportunity for local food truck operators while also
activating the downtown area with a regular and predictable food presence. By allowing trucks to remain in a designated location overnight throughout the season, customers would know where to consistently find them, and the clustering of trucks in close proximity could help create additional foot traffic and energy downtown.
Additionally, limiting the movement of the trucks to primarily the beginning and end of the summer season would help reduce wear and tear on the paver infrastructure caused by repeated loading and unloading throughout the week.

We believe this could serve as a pilot effort to support small businesses, enhance downtown activity, and create a more welcoming environment for residents and visitors during the busy summer months. I would appreciate the opportunity to discuss the idea further and work through any operational details,
concerns, or permitting requirements that may need to be addressed with the City Council.



DISCUSSION

UPDATE: On May 19, Council discussed concerns about potential damage to Festival Street by the food truck vendors, such as tire indentions being left by driving/parking on the pavers and oil and food grease dripping onto the pavers. If Council is concerned with this as an issue, staff is recommending the approval of Ordinance 2026-11 include direction to staff to include a provision in the lease terms that addresses damage to city property by the food truck vendors will be the responsibility of the food truck vendors to remediate. Mark Smedley has indicated one challenge will be in determining what damages are the actual responsibility of the food truck vendors and which damages occurred by other people.

FISCAL IMPACT

None.

CONCLUSION

The City is able to test out the food truck parking during the 6-month pending ordinance and determine if the result is something the city would look at continuing permanently.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option
I move to approve the item as presented, with the findings and conditions as presented in the conclusion above.
Alternative 2 - Approve as Amended
I move to approve the item as amended, as follows.
Alternative 3 - Continue
I move to continue the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to deny the item with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2026-11 Food Truck Parking

ORDINANCE 2026-11

NOTICE OF TEMPORARY ORDINANCE

FOOD TRUCK PARKING IN PUBLIC STREETS

An ordinance establishing temporary regulations pertaining to the prohibition on overnight parking of Food Trucks within the Plaza Street (200 South) adjoining the Main Street Park.

NOTICE is hereby given to all interested persons that Heber City is currently considering an ordinance modifying, amending and affecting the regulations pertaining to the prohibition on overnight parking of Food Trucks upon the Plaza Street (200 South) adjoining the Main Street Park.

In accordance thereto, and pursuant to State Code, **10-20-504 Temporary Land Use Regulations*;*** this Ordinance is proposed to put the public on notice that a Temporary Ordinance entitled "Underground Public Utilities" is hereby adopted for a period not to exceed **one hundred eighty (180)** days from the effective date of this Ordinance, to allow Heber City time to either formalize the temporary ordinance, amend the existing ordinance or determine not to adopt.

WHEREAS, Heber City through the City Council has determined that a compelling, countervailing public interest exists in enacting this temporary land use ordinance to allow the City to examine its Zoning Ordinance; and

WHEREAS, the City Council of Heber City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Heber City to enact this Temporary Land Use Ordinance as set forth below.

NOW, THEREFORE, the City Council finds it in the public interest to adopt the Overnight Food Truck Parking Temporary Ordinance.

BE IT ORDAINED by the City Council of Heber City, Utah, Section 18.117.030 C. of Heber City Municipal Code is hereby amended as shown in Exhibit A.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

To the extent that any ordinances, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with the provisions hereof.

This Temporary Land Use Ordinance does not involve any development activities within an area that is the subject of an Environmental Impact Statement or a Major Investment Study examining

the area as a proposed highway or transportation corridor, pursuant to Utah Code, ***10-20-504, (3)(a)(b).***

This Ordinance shall become effective as set forth below and shall remain in effect for one-hundred eighty (180) days from the effective date.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 19th day of May, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Morgan Murdock	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

EXHIBIT A

18.68.608 Mobile Food Vendors

A. Definitions: Mobile Food Vendors are comprised of the following:
   1. Ice Cream Truck: A fully encased food service establishment on a motor vehicle from which a vendor, from within the frame of the vehicle, serves ice cream; that attracts patrons by traveling through a residential area and signaling the truck's presence in the area, including by playing music; and that may stop to serve ice cream at the signal of a patron.
   2. Food Truck: A fully encased food service establishment on a motor vehicle or on a trailer that a motor vehicle pulls to transport; and from which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption.
   3. Food Cart: "Food cart" means a cart that is not motorized; and that a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.

B. General Requirements
   1. All Mobile Food Vendors shall have a Business License and comply with the requirements of Section 5.04.160 of the Heber Municipal Code.
   2. All requirements of the Health Department shall be met.
   3. A building permit shall be required for any electrical connections.

C. Ice Cream Truck
   1. Retail sales are permitted in all zones and:
      a. Shall not sell any goods to individuals standing in the street.
      b. Shall not be allowed to sell goods from a motorized vehicle while in the right of way on the following streets:
         1) Main Street
         2) Hwy 40
         3) Hwy 189
         4) Center Street
         5) 100 South (Midway Lane)
         6) 1200 South
      c. Are prohibited from pulling any type of trailer with a motorized vehicle during business operation.
      d. Shall not stop or be located within an area that would block an intersection or driveway clear site triangle or obstruct the view of traffic.

D. Food Trucks
   1. Retail sales are restricted to Commercial, Industrial, and Manufacturing Zones and shall:
      a. Only be permitted at an existing brick and mortar business location, with the property owner’s written permission.
      b. Provide, maintain, and remove trash receptacles for the duration of sales and/or event.
      c. Provide sanitation services for employees and patrons. An agreement with the hosting business may satisfy this requirement.
      d. Exceptions: Retail sales are permitted on public and private school property with written permission of the school district or property owner, regardless of the zone.

e. Retail sales are permitted at parks or on public property as part of a Civic, Recreation, or Special Event with written permission of the property owner, regardless of the zone.

2. Dining areas are only permitted when approved by the property owner and shall be set up and taken down with each occurrence.
3. Food Trucks shall not be parked at a sales location overnight without written permission from the property owner. Food Trucks shall not be parked overnight on public property or within a public right of way, unless that right of way and public property is part of an event plaza (Main Street Park and 200 South between Main Street and 100 West.

E. Food Cart
1. Food Carts are prohibited outside of Civic, Recreation, or Special Events and;
   a. Must have written permission from the property owner and event coordinator.
   b. Shall obtain an Event Vendor Business License.
   c. Shall not be located in the public right of way.
   d. Shall not be located in an intersection or driveway clear site triangle.
2. Dining areas are only permitted when approved by the property owner and shall be set up and taken down with each occurrence.
3. Food Carts are not permitted to be located at a sales location overnight, unless approved with the associated event.

F. Signs
1. All images, text, and wraps that do not project from a motorized or non-motorized vehicle that solely advertise for the Mobile Food Vendor business are permitted.
2. Ice Cream Trucks are only permitted signage that does not project from the vehicle and solely advertises for the associated business.
3. Food Trucks are permitted two A-Frame signs.
4. Food Carts are permitted one A-Frame sign.
5. A-Frame signs shall not exceed four feet in height and twelve square feet of sign copy area and include weights to prevent movement due to windy conditions.
6. Signs are not permitted in the public right of way.
7. Signs that exceed three feet in height shall not be placed in either an intersection or driveway clear sight triangle.
8. Off-premise signs are prohibited.

G. Process
1. Ice Cream Truck: The following shall be submitted for review with the business license application.
   a. Picture of the vehicle.
2. Food Trucks: The following shall be submitted for review with the business license application.
   a. A Permitted Use application including a site plan for each location.
   b. Any proposed signage.
   c. Letter of consent by hosting property owner.
   d. Proof of sanitation facilities or agreement with hosting business/property owner.
3. Food Carts: The following shall be submitted for review with the business license application.
   a. Site Plan for each location
   b. Any proposed signage

c. Letter of consent from property owner and event coordinator

Heber City Council Staff Report

MEETING DATE: 6/2/2026

SUBJECT: Resolution 2026-12 Amending the Agenda Section Order in the Rules of Order and Procedures

RESPONSIBLE: Jeremy Cook

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

Staff is proposing the following changes to the Rules of Order: (1) move the public comment period before the consent agenda, (2) extend the public comment period to 30 minutes, and (3) limit the time for individual public comments during both the public comment period and action items to 2 minutes.

The changes would allow people to comment on items on the consent agenda prior to the City Council approving the consent agenda. This would also allow staff to place more items on the consent agenda without limiting the ability of the public to comment on those items prior to City Council review and approval. In addition, the current rules allow 20 minutes of public comment with a 3 minute limit, and action items allow 10 minutes of public comment with a 3 minute limit. This potentially results in only 7 individuals being able to provide comments during the public comment period, and 3 individuals on an action item. Staff believes it is important for any member of the public who attends a meeting to have a reasonable opportunity to provide public comment, and that 2 minutes is adequate to comment on an item. Individuals wanting to make more than 2 minutes of public comment are able to email comments to council members.

RECOMMENDATION

Staff recommends approval of the changes.

BACKGROUND

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Resolution 2026-12 Rules of Order and Procedure - 4897-9682-0085 - 2
2. 2026 Rules of Order and Procedure for the City Council - 4904-4478-4297 - 1

RESOLUTION NO. 2026-12

A RESOLUTION ADOPTING AMENDMENTS TO THE RULES OF ORDER AND PROCEDURE FOR THE CITY COUNCIL

WHEREAS, the Rules of Order and Procedure for the City Council provide rules and procedures for city council meetings; and

WHEREAS, amendments to the Rules of Order and Procedure for the City Council will allow for public comments before the consent agenda and will allow for more individuals to make public comment during the public comment period and during the time allowed for public comment on each action item.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, as follows:

1. The Rules of Order and Procedure for the City Council are amended as set forth in Exhibit A.

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

ADOPTED AND PASSED by the City Council of Heber City, Utah, this _____ day of _____, 2026. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

_____
Heidi Franco, Mayor

ATTEST:

_____
Trina Cooke, City Recorder

(city seal)

4897-9682-0085, v. 2

EXHIBIT A

Rules of Order and Procedure for the City Council

Rules of Order and Procedure for City Council

(Updated JuneDecember 20265)

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Section 1 – Role and Authority of the Mayor as Council Chair

1.0 – Role of the Mayor as Council Chair

A. The Mayor shall serve as Council Chair and preside at all City Council meetings.
B. Shall determine that a quorum is present before transacting business.
C. Shall recognize and call upon speakers.
D. Shall determine if motions are in order.
E. Shall preserve order and enforce the rules of procedures and conduct.
F. Open discussion and introduce items listed on the agenda. The Mayor preserves the right to change the order of the agenda at his/her discretion.
G. Determine the seating arrangement of Councilmembers. However, any two or more Councilmembers reserve the right to exchange seats.
H. While the Mayor/Chair has the authority to preserve decorum in meetings, the City Manager is also responsible for the orderly conduct and decorum of all city employees under the City Managers direction and control.

Section 2 – General Information on Public Meetings

2.0 – General Rules

A. Quorum - The minimum number of City Council members necessary to constitute a quorum is three (3), excluding the Mayor.
B. Council Attendance - Excused absence shall be granted to any Councilmember when requested in advance.
C. Robert's Rules of Order- Robert's Rules of Order, 12th Edition or newer, are adopted and incorporated herein by reference.

2.1 – Regular Meetings

A. Standing Location, Date and Time – Regular City Council meetings shall be held on the first and third Tuesdays of each month. City Council meetings shall be convened in the City Council Chambers at 75 North Main Street, in Heber City. The regular meeting shall~~,~~ begin~~ning~~ at 6:00 p.m.
B. Alternate Location, Dates and Times – The City Council may elect to meet at alternate locations, dates and times. Upon such election, public notice shall be given of the change in accordance with Utah State Law.
C. Cancellation and/or Rescheduling of Meetings - Any regular meeting may be canceled or rescheduled by a majority vote of the City Council. The City Recorder shall ensure that any cancellation, alternate date/time or alternate location is published on the City's website or other generally accepted medium, as designated by city ordinance or State Law.

2.1– Workshop Meeting

A- When determined necessary, the City Council may conduct workshop or work meetings prior to regular City Council meetings, or on other days approved by the City Council, ~~in order~~ to allow the City Council to informally review items of interest. The time of the workshop or work meeting will be posted in accordance with State Code. The City Council may not take formal action on items during the workshop or work meeting.

2.2– Special Meetings and Emergency Meetings

A- Consistent with State Law, a special meeting of the City Council may be called by the Mayor or by two or more City Council Members. The Mayor of Council Members authorizing a special meeting shall have their name(s) affixed to the agenda item and the meeting minutes.

B- The City Recorder shall post notice of the special meeting in accordance with State Code. Special meetings may be held at any lawful location, provided the meeting complies with all applicable provisions of State Law.

1. **Notice Requirement:** At least three hours' notice shall be provided for any special meeting, unless otherwise permitted under State Law.
2. **Record of Meeting:** An order convening the special meeting shall be entered into the minutes of that meeting.

2.3 – Notice of Meetings –

A- **Posting in General Circulation -**The City Recorder shall publish in at least one newspaper in general circulation within the city, a statement of dates, times and places of the City Council meetings for the calendar year. Posting shall occur at least one week prior to the first regular meeting of the calendar year. One additional alternate posting shall be on the City's Website.

B- **Electronic Postings** – Pursuant to Utah Code Sections 52-4-207, 63G-3-201 and 4-2-103, and State Rule 51-7, Open and Public Meetings Act Electronic Meetings, Heber City has adopted its own electronic/ virtual meetings protocol, ordinance 2006-05. This City Ordinance remains in conformity with State Code requirements, as that Code may be amended from time to time. With regard to alternate and electronic postings, the City Recorder shall post in compliance with the current State Code requirements, in no less than three (3) locations, some of which could be at the physical location of the meeting, in a newspaper of general circulation, or the City Website, or other generally accessible social media. City virtual/ remote meetings are governed in the same manner, including posting and noticing requirements, as physically attended and in person meetings. The 2006-05 City Ordinance allows the City Council to notice, post and convene electronically. *Said Ordinance is attached and incorporated herein as Exhibit A.*

C- Posting of the Agenda -The Regular City Council meeting agenda shall be posted at 6:00 p.m., the Thursday, five (5) calendar days prior to the next Tuesday regular City Council meeting. However, urgent or time-sensitive agenda items and agenda information may be posted up until 24 hours prior to the City Council meeting as provided by law. Any emergency items may also be posted up until said 24 hours prior to the City Council Meeting as provided law.

D- Conformity - The City Recorder shall check at reasonable intervals to ensure that these postings remain accurate, are accessible to the public, and conform to State Code.

Section 3 – Agenda Submission Deadlines and Distribution

3.0 – Deadline for Submission and Removal of Agenda Items -

A- Deadline for the General Public - All Items submitted by the general public to be presented at Regular City Council Meeting must be in writing, and includes all desired supporting documentation and material. The general public deadline for submitting an item to the City Recorder is 5:00 p.m., Monday, eight (8) days prior to the next Tuesday regular City Council Meeting at which the item(s) are to be presented. As an alternative, the general public may raise any item with the City Council that is not on the Council agenda, during a regular meeting's public comment section of the agenda.

B- Deadline for City Council - The deadline for a City Council Member to submit an item to the City Recorder is 12 noon, Thursday, prior to the next Tuesday City Council meeting, or five (5) days prior of the City Council meeting if the meeting falls on an alternate day of the week. Items, including staff reports and supporting material, submitted by the City Council to present at the Regular City Council Meeting must be in writing and submitted per the referenced deadlines to insure sufficient time to complete internal administrative reviews of proposed agenda items.

C- Removal of Agenda items –

1. Individuals may request to the Mayor or City Manager to remove any item they submitted from the agenda at any time.
2. The Mayor or City Manager has the authority to remove agenda items unless a Councilmember has placed it on the agenda. The Mayor or City Manager must then have the approval of that Councilmember to remove the agenda item.
3. In the event items are directed not to be placed on an agenda or removed from an agenda by the Mayor or City Manager after posting, the City Council shall be informed of such removal, or directive. Additionally, any such removals after posting, shall be reflected in the revised agenda as a redline strikeout notation.
4. Staff Reports are to be independent of edit or modification by members of the governing body prior to their submission to the Recorder and placement on the Council Agenda. If, however, a member of the governing body desires specific information be included in staff reports, such requests shall be directed to the City Manager.

3.1 – Agenda Posting and Material Upload

A- Posting of Agenda. Barring unavoidable difficulties or holidays, City Council Meeting Agenda will be *posted 6:00 p.m.,* Thursday, prior to the next Tuesday City Council meeting, or five (5) days prior of the City Council meeting if the meeting falls on an alternate day of the week. The Meeting Agenda may not be changed, this includes but is not limited to adding, removing or modifying any individual item of the Agenda, within twenty-four (24) hours prior to the Meeting, pursuant to Utah Code 52-4-202, and the Public Notice Website.

B- Material Upload. Agenda Material shall be uploaded by *6:00 p.m.,* the Thursday, five (5) calendar days preceding the next Tuesday City Council meeting.

C- Media Notification – Media notification shall be accomplished by the City's upload to the Utah Public Notice Website; utah.gov/pmn.

3.2 – Agenda Item Information

A. Support Material for Agenda Items - Each agenda item shall be accompanied with any support material needed for Councilmembers to take action.

B. Numbering and Indexing of Agenda items – All items shall be numbered or lettered sequentially for purposes of consideration on the Agenda.

C. Consent Agenda - The Consent Agenda shall contain routine, non-controversial items that require City Council action but need little or no City Council deliberation.

D- Non-Agenda Items - While matters not on the agenda may be discussed, no final action can be taken on any matter not on the written agenda.

Section 4 – Participation in Public Meetings

4.0 – Councilmembers' Right to Speak

A. Requesting to Speak -While each member has the right to speak, the Councilmember must request this right by addressing the Chair. The Chair must recognize any Councilmember who seeks the floor when appropriately entitled to do so. Upon being recognized, the Councilmember may proceed.

B. Staying on Topic - Councilmembers will limit their comments to the subject matter, time or motion being currently considered by the City Council.

C. Interrupting - A Councilmember, when given the floor, shall not be interrupted while speaking unless called to order by the Chair, unless a point of order is raised by another Councilmember, or unless the speaker chooses to yield a question from another Councilmember. Councilmembers shall not be interrupted in making a motion. Any motion shall be allowed to proceed for a second.

4.1 – City Employees' Right to Speak

A. **City Manager and Administrative Level Officials -** The City Manager and any other appointed, administrative level official shall be entitled at all times to any privilege of the floor for the purpose of speaking upon any question that pertains to their duties, responsibilities and authority.

4.2 – General Participation in Public Meetings and Public Hearings

A. **Invited to Attend -** All are welcome to attend City Council public meetings and hearings, and will be admitted up to the fire safety capacity of the room.

B. **Addressing City Council** – The Chair must first recognize any party representing an item on the agenda, desiring to address the Council. When called upon, the person will approach the podium and state their name and address to be included in the meeting minutes. If speaking for groups, the name of the group should be stated.

C. **General Public Comment to Agenda and non- Agenda Items–** ~~Following~~ Prior to the Consent Agenda segment, there shall be a portion of the City Council Meeting designated as Public Comments for non-Agenda Items. During this time the public may ~~address~~ comment on any non-agenda items or issues ~~to the Council~~. This segment shall be limited to thirty~~twenty~~ (3~~2~~0) minutes, and each comment shall be limited to two (2) minutes. The Chair shall request that comments are not repetitive and may request that attendees show by a raise-of-hands if they are for or against an item. If a large number of people want to comment on an item or issue, the Chair shall attempt to allocate time evenly between individuals on each side of the issue~~, total~~.
Public comment on agenda items shall be governed by Section F below. Persons addressing the City Council representing an agenda item shall confine their remarks to matters related to the agenda item.

D. **Equitable Time to Speak -** To guarantee all persons, on the agenda, and acting as presenters an opportunity to be heard, initially, all such speakers will be given the same amount of time to speak. Presentations shall be limited to twenty (20) minutes each, but may be extended or shortened at the discretion of the Chair.

E. **Sharing Unused Time -** No speaker will be allowed to yield any part of his/her time to another, and no speaker will be credited with time requested but not used by another.

F. **Public Comments to Agenda Items -**

~~1. There shall be an opportunity for public comment on Agenda Items following the *General Business,* of the meeting.~~

a. This public comment segment shall come during the *Action Items* portion, after following format:

- The agenda item presentations from consultants or item presenters, and/or staff,
- Public comment, limited to ten (10) minutes,
- Mayor and Council questions, deliberation and discussion,

This entire public comment segment shall be limited to a total of ten (10) minutes for each

~~Agenda~~ Action Item, and each comment shall be limited to two (2) minutes, ~~following staff, or sponsor's presentations~~. Upon completion of this final public comment segment of the meeting, the Council shall be allowed to deliberate and discuss without interruption.

b. During this designated public comment ~~-~~portion of the Meeting, for agenda or non-agenda items, ~~-~~members of the public that wish to speak must first be recognized by the Chair. Redundant comments may be cut off at the discretion of the Chair. Once the Council has begun its deliberation, no further public comment shall be permitted. Once action has been taken on an agenda item, further public comment shall not be permitted unless mandated by State Law.

c. No public comment will be received after an initial motion unless that motion fails for lack of a second.

d.~~2.~~ Additionally, public comment shall be permitted at any time electronically by way of the City Council group email.

G. Rules of Conduct for the Governing Body – Subject to State Rules, Regulations, or Code, Councilmembers may expel any other Councilmember on a two thirds vote, for acts that in the Council's majority opinion, rise to a degree of substantially disrupting the orderly function of the Meeting.

H. Rules of Conduct for the General Public - Members of the audience shall not engage in disorderly or boisterous conduct including the utterance of loud, threatening, or abusive language, clapping, whistling, stamping, or other acts that disturb, disrupt, impede, or otherwise render the orderly conduct of the meeting unfeasible. Such demonstrations shall not be permitted and those engaged in such conduct will be removed from the meeting room by the sergeant-at-arms at the discretion of the Chair.

I. Banners and Signs - No placards, banners, or signs will be permitted in the City Council chamber or in any room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with agenda items are permitted.

Section 5 – Motion Procedures

5.0 Motions

A. Any matter that requires a City Council decision shall be brought before the Council by motion.
  1. Motions of any kind are not permitted during Workshop meetings.

B. The Chair ~~has every right~~may as a member of the City Council ~~to~~ make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the City Council is willing to step forward to do so at a particular time.

C. A Council Member may call for a motion at any time, and shall be recognized by the Chair.

5.1 Using General Consent for Motions

A. The Chair may use General Consent (also known as Unanimous Consent) with all motions except those motions where the votes are used for purposes of the meeting minutes and require a roll call of the council.

5.2 Allowed Motions

A. There are three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.

1. Initial Motion. -The initial motion is the one that puts forward an item for the City Council's consideration. An initial motion might be: "I move that we adopt…". The commencement of an initial motion suspends debate. The Chair shall recognize the motion and allow for opportunity of a second, at which point, there may be discussion on the motion by the Council, but no further public comment. If there is no second, or a motion is defeated, debate may continue unless, or until there is another motion offered.

2. Motion to Amend. - If a Councilmember wants to change the initial motion that is before the City Council, they would move to amend it. A motion to amend might be: "I move that we amend the motion to adopt ordinance number 10-1 with changes in paragraph 1 as follows…." A motion to amend takes the initial motion that is before the City Council and seeks to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

3. Substitute Motion. - If a Councilmember wants to completely do away with the initial motion that is before the City Council, and put a new motion before the City Council, they would make a substitute motion. A substitute motion might be: "I move that we refer ordinance number 10-1 to the planning commission for its recommendation."

5.3 Allowed Number of Motions on the Floor at the Same Time

A. There can be up to three motions on the floor at the same time and no more than three. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

5.4 Motions Not Debatable

A. The following motions are not debatable—a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.

5.5 Reconsidering a Motion

A. A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider.

1. Timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the City Council if the item is properly placed on the agenda.
2. A motion to reconsider cannot be made at a special meeting of the Council unless the number of Councilmembers present at the special meeting equals or exceeds the number present at the meeting when the action was approved.
3. A motion to reconsider can only be made by a member who voted in the majority on the

original motion.

5.6 Appealing the Ruling of the Chair

A. Any Councilmember may appeal to the City Council any ruling from the Chair. If the appeal is seconded, the Councilmember making the appeal may briefly explain the reason for the appeal; but there shall be no debate on the appeal, and no other Councilmember shall participate in the discussion. The Chair shall then put the appeal to vote, if a majority of the Councilmembers vote to drop the appeal, the ruling of the Chair is sustained; otherwise it is overruled.

Section 6 - Voting Procedures

6.0- Council Voting-

A. Methods of Voting - As prescribed by State Law, a roll call vote is to be taken for all ordinances, resolutions, and any action that creates a liability to the City. Each Councilmember's vote must be clearly set for the record. No member shall address the Chair or demand the floor while a vote is being taken. No proxy votes or comments are permitted during voting. Every resolution or ordinance shall be in writing before the vote is taken.

B. Abstention - Every Councilmember present has the right to abstain from voting. Abstentions are the equivalent to a no vote when determining the outcome of the vote since it takes three yes votes to pass any matter.

C. Voting Results - The Chair shall announce the results of the voting, and state whether the matter voted upon passed or failed.

D. Minimum Vote Required - The minimum number of yes votes required for passing of any ordinance or resolution or to take any action by the City Council, unless otherwise prescribed by State Law, is a majority of the voting members of the council. Any ordinance, resolution or motion of the City Council having fewer favorable votes than required is defeated and invalid.

E. Voting by the Mayor - The Mayor is a non-voting member of the City Council except as provided by State Law:

1. The Mayor by State Law may vote on each matter for which there is a tie vote of the other Councilmembers present; or when the Council is voting on:

a. Whether to appoint or dismiss a municipal manager; or

b. An ordinance that enlarges or restricts the Mayor's powers, duties, or functions

F. Tie Vote – A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is no affirmative vote, the result is no action. A vote of 2-2 with one abstention means the motion fails. Only when one Councilmember is absent and the vote is 2-2, the Mayor is entailed to vote.

Section 7 – Order of Business for Regular Meetings

7.0 – General Order

A. City Council Meetings will be generally conducted in the following order, unless otherwise specified.

B. Workshop Agenda

1. Call to order and announce a quorum is present

C. Regular Meeting Agenda

1- Call to order and announce a quorum is present

2- Pledge of Allegiance

3- Invocation or Thought

4- Awards, Recognition, Proclamations

5- Conflict of Interest Disclosure

6- Public Hearings (Council may take action following public comment)

7- Public Comments

~~**7**~~ **8-** Consent Agenda

~~**8- Public Comments**~~

9- General Business *(New Section)*. This Section shall consist of the following format, in this particular order:

- General Presentations

10- Acton Items. This Section shall consist of the following format, in this particular order:

- Staff/ Consultant Presentations
- Public questions/comments: This segment shall be limited to 10 minutes per agenda item.
- Council and Mayor/Chair questions
- Council Deliberations
- Opportunity for Councilmember Motions, which may be called at any time

11- Communication

12- Closed Meeting (as needed)

13- Adjournment

7.1 – Standard Adjournment

A. The hour of adjournment is 10:00 p.m., and will not continue beyond that time without a majority vote of the City Council.

1. To assist in making the determination to continue past the hour of adjournment, the City Council may determine if deliberation could be concluded by 10:30 p.m. and continue to that time. Otherwise all items remaining after the hour of adjournment will be deferred until the next scheduled meeting.

Section 8 – Order of Business for Public Hearings

8.0 – General Order

A. Unless required by State Code, the decision to hold a Public Hearing shall be subject to the consent of a majority vote of the City Council in an open meeting.

B. The manner of conducting Public Hearings shall be subject to this Section and ultimate Council consent.

C. Public Hearings will generally be conducted in the following order, unless otherwise specified by Council.

D. Staff will review the matter, will prepare a staff report, and may make a recommendation or propose alternatives to the City Council prior to the Public Hearing.

E. Notice of statutory Public Hearings will be posted as required by Law. Additional or voluntary Public Hearings should be noticed as practicable or as can be reasonably accommodated.

F. The members of the City Council will receive the staff report for the matter in the agenda packet prior to the meeting. This provides the Council with an opportunity to study the staff report, which will become part of the Public Hearing record, and to become familiar with the item prior to the Public Hearing.

G. When the Public Hearing is called, staff will summarize the matter as contained in the staff report or request a continuance to a future meeting. The City Council may ask questions of staff for clarification.

H. The Chair opens the Public Hearing.

I. Subject to reasonable administrative procedures, all members of the public should be given the opportunity to speak during the Public Hearing. General comments and questions from the public may be limited to maximum of five (3) minutes per person provided, however, the spokesperson for larger groups may be allowed up to ten (5) minutes (time permitting). Individuals or groups shall not be allowed to defer any portion of their time to other speakers.

J. No repetitive or redundant testimony is allowed.

1. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments.

2. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Any group of individuals wishing to address the Council on the same subject matter is encouraged to designate a spokesperson. With the consent of the City Council, the Chair may extend the time allocations for a designated spokesperson as needed.

K. Following each presentation, members of the City Council may question the speaker(s).

L. When all parties have been heard and there are no additional requests to speak, the Chair shall close the Public Hearing.

M. Upon completion of public comment, the Council shall be allowed to deliberate and discuss without interruption.

N. If the City Council raises new issues through deliberation and seeks in its discussion to take additional public testimony, the Public Hearing may be reopened. At the conclusion of additional public testimony, the Chair shall again close the Public Hearing.

O. Any member of Council may make a motion to:

1. Continue the Public Hearing to a future date to allow for further study/discussion; or

2. Close the Public Hearing and do one of the following:

a. Approve the matter as submitted,

b. Conditionally approve the matter with certain revisions,

c. Deny the matter, or

d. Deny the matter without prejudice (this action will allow the applicant to re-file without waiting a specified time period and will permit the waiver of any required fees).

P. The applicant may withdraw the matter at any time before a vote is taken by the City Council.

Q. The Chair announces the final decision of the Council.

Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: PID Cooperation Agreement for Jordanelle Ridge PID No. 3
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Legal
STRATEGIC RELEVANCE:

SUMMARY

In 2022, Heber City approved Resolution 2022-02 approving the formation of Jordanelle Ridge Public Infrastructure Districts No. 1-5 (the "Jordanelle Ridge PIDs"). In conjunction with the approval of Resolution 2022-02, the City approved a Governing Document for the Jordanelle Ridge PIDs. In accordance with paragraph IV of the Governing Document, each District must invest 10% of the Net Proceeds from each original bond issuance to fund construction of Enhanced Improvements. The Governing Document also requires that prior to the issuance of bonds by any PID, the PID must enter into a PID Cooperation Agreement with the City. The primary purpose of the PID Cooperation Agreement is to define the Enhanced Improvements that are approved by the City and create a mechanism for the City to enforce the PID and developer's obligation to construct the Enhanced Improvements.

For a number of years, the City, the developer and other groups have been in discussions regarding the creation of the Sunset Ridge Amphitheater and Arts District. On August 18, 2025, the City Council was presented with a Strategic Development Plan and Market Study for the Sunset Ridge Amphitheater. In conjunction with the Strategic Development Plan, the City established a task force to study feasibility and options for the Amphitheater project. The task force is continuing to explore options for the amphitheater project, including potentially locating the amphitheater to an alternative location.

In conjunction with the approval of the Development Plan, the City Council approved potentially allocating all of the Enhanced Improvement funds from Jordanelle Ridge Districts No. 2 and No. 3 towards the Sunset Ridge Amphitheater and Arts District project, subject to the City Council reviewing the final plans for the Sunset Ridge Amphitheater. If the City Council determines the Sunset Ridge Amphitheater project and/or Arts District is not feasible or does not require all the Enhanced Improvement funds, the City Council may request that the funds be reallocated to other projects.

The proposed PID Cooperation Agreement is consistent with the direction of the City Council, and tentatively allocates all the Enhanced Improvement funds to the Sunset Ridge Amphitheater Project. The Cooperation Agreement requires that within 60 days of a final determination by the City on allocation of the funds, the District will provide an Enhanced Improvement Summary that either

shows the amount of Enhanced Improvements that will be allocated to the Sunset Ridge Amphitheater project from Jordanelle Ridge PID No. 3, or the proposed use of the funds consistent with the direction of the City Council.

RECOMMENDATION

Staff recommends approval

BACKGROUND

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the PID Cooperation Agreement.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Legal
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. 2022-03 Creating the Jordanelle Public Infrastructure Districts (PID) 1-5 - 4864-8817-0305 - 1
2. Jordanelle Ridge Governing Document Final Approved by City Council - REF Acquisition (00623268xB00C1)
3. PID Cooperation Agreement Jordanelle #3 - 4903-4183-5695 - 1

Heber City, Utah

March 1, 2022

The City Council (the "Council") of Heber City, Utah (the "City"), met in regular session (including by electronic means) on March 1, 2022, at its regular meeting place in Heber City, Utah at 6:00 p.m., with the following members of the Council being present:

Heidi Franco	Mayor
Yvonne M. Barney	Council Member
Mike Johnson	Council Member
Rachel Kahler	Council Member
D. Scott Phillips	Council Member
Ryan PC Stack	Council Member

Also present:

Matt Brower	City Manager
Trina Cooke	City Recorder

Absent:

None

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 1, 2022, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member Stack and seconded by Council Member Kahler adopted by the following vote:

AYE:
Council Member Yvonne Barney
Council Member Mike Johnston
Council Member Rachel Kahler
Council Member Scott Phillips
Council Member Ryan Stack

NAY: None

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 2022-03

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF HEBER CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, 3, 4, AND 5 (COLLECTIVELY, THE "DISTRICTS") AS INDEPENDENT BODIES CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND COOPERATION AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of five separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City and approve an annexation area (the "Annexation Area") which any of the districts may annex into or withdrawal therefrom without further approval or hearings of the City or the Council, as further described in Governing Document Exhibits A and B (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in each District (the "Property Owners"); and

WHEREAS, on February 1, 2022, a public hearing was held by the City to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the date of this Resolution; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B, for Districts No. 1 and No. 2 a Cooperation Agreement between the City, the Developer, and Districts No. 1 and No. 2, attached to the Governing Document as Governing Document Exhibit C and for Districts No. 3, No. 4, and No. 5 a form of a Cooperation Agreement between the City, the Developer, and Districts No. 3, No. 4, and No. 5, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action for each District attached hereto as Exhibit C (the "Boundary Notice") and Final Entity Plats to be attached thereto as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of each District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from any District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document and the Cooperation Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C and the Form Cooperation Agreement between the City, the Developer, and Districts No. 3, No. 4, and No. 5, in the form presented to this meeting and attached hereto as Governing Document Exhibit D, are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of the Districts are hereby appointed as follows:

(a) District No. 1

(1) Trustee 1 – Cody Winterton for an initial six-year term.

(2) Trustee 2 – Michael Bradshaw for an initial four-year term.

(3) Trustee 3 – Patrick Parker for an initial six-year term.

(b) District No. 2

(1) Trustee 1 – Cody Winterton for an initial six-year term.

(2) Trustee 2 – Michael Bradshaw for an initial four-year term.

(3) Trustee 3 – Patrick Parker for an initial six-year term.

(c) District No. 3

(1) Trustee 1 – Cody Winterton for an initial six-year term.

(2) Trustee 2 – Michael Bradshaw for an initial four-year term.

(3) Trustee 3 – Patrick Parker for an initial six-year term.

(d) District No. 4

(1) Trustee 1 – Cody Winterton for an initial six-year term.

(2) Trustee 2 – Michael Bradshaw for an initial four-year term.

(3) Trustee 3 – Patrick Parker for an initial six-year term.

(e) District No. 5

(1) Trustee 1 – Cody Winterton for an initial six-year term.

(2) Trustee 2 – Michael Bradshaw for an initial four-year term.

(3) Trustee 3 – Patrick Parker for an initial six-year term.

(f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah for the respective District.

8. The Council does hereby authorize the Mayor or a Council Member to execute the Boundary Notices in substantially the form attached as Exhibit C and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the Districts by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, a Council Member, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Cooperation Agreement, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. The Board of Trustees of each District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Wasatch County within 30 days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Heber City, Utah, this March 1, 2022.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne M. Barney	X	____	____	____
Mike Johnston	X	____	____	____
Rachel Kahler	X	____	____	____
D. Scott Phillips	X	____	____	____
Ryan Stack	X	____	____	____

HEBER CITY CORPORATE Seal WASATCH COUNTY UTAH

HEBER CITY, UTAH

By: Heidi Franco
Mayor

ATTEST:

By: Trina M Cooke
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

By: Heidi Franco
Mayor

ATTEST:

By: Trina M Cooke
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

I, Trina Cooke, the undersigned duly qualified and acting City Recorder of Heber City, Utah ("the City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on March 1, 2022, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this March 1, 2022.

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

By: Trina W Cooke
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on March 1, 2022, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Council of the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be (i) posted on 2/22/2022, at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the City on 2/23/2022 and (iii) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 1, 2022.

By: Trina M Cooke

City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for the Jordanelle Ridge Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 1, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 1st day of March, 2022.

CITY COUNCIL, HEBER CITY, UTAH,
acting in its capacity as the creating authority for the
Jordanelle Ridge Public Infrastructure District No. 1,

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 1st day of March, 2022.

Trina N Cooke
NOTARY PUBLIC

TRINA N. COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 701803
COMM. EXP. 08-21-2022

APPENDIX "A" TO NOTICE OF BOUNDARY ACTION
(District No. 1)

Copy of the Creation Resolution

APPENDIX "B" TO NOTICE OF BOUNDARY ACTION
(District No. 1)

Final Local Entity Plat

NOTICE OF IMPENDING BOUNDARY ACTION

(District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for the Jordanelle Ridge Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 1, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 1ST day of March, 2022.

CITY COUNCIL, HEBER CITY, UTAH,
acting in its capacity as the creating authority for the Jordanelle Ridge Public Infrastructure District No. 2,

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 1ST day of March, 2022.

TRINA N. COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 701803
COMM. EXP. 08-21-2022

Trina N. Cooke
NOTARY PUBLIC

APPENDIX "A" TO NOTICE OF BOUNDARY ACTION
(District No. 2)

Copy of the Creation Resolution

APPENDIX "B" TO NOTICE OF BOUNDARY ACTION
(District No. 2)

Final Local Entity Plat

NOTICE OF IMPENDING BOUNDARY ACTION

(District No. 3)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for the Jordanelle Ridge Public Infrastructure District No. 3 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 1, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 1st day of March, 2022.

CITY COUNCIL, HEBER CITY, UTAH,
acting in its capacity as the creating authority for the Jordanelle Ridge Public Infrastructure District No. 3,

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 1st day of March, 2022.

Trina N. Cooke
NOTARY PUBLIC

TRINA N. COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 701803
COMM. EXP. 08-21-2022

APPENDIX "A" TO NOTICE OF BOUNDARY ACTION
(District No. 3)

Copy of the Creation Resolution

APPENDIX "B" TO NOTICE OF BOUNDARY ACTION
(District No. 3)

Final Local Entity Plat

NOTICE OF IMPENDING BOUNDARY ACTION

(District No. 4)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for the Jordanelle Ridge Public Infrastructure District No. 4 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 1, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 1st day of March, 2022.

CITY COUNCIL, HEBER CITY, UTAH,
acting in its capacity as the creating authority for the
Jordanelle Ridge Public Infrastructure District No. 4,

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 1st day of March, 2022.

Trina N. Cooke
NOTARY PUBLIC

TRINA N. COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 701803
COMM. EXP. 08-21-2022

APPENDIX "A" TO NOTICE OF BOUNDARY ACTION
(District No. 4)

Copy of the Creation Resolution

APPENDIX "B" TO NOTICE OF BOUNDARY ACTION
(District No. 4)

Final Local Entity Plat

NOTICE OF IMPENDING BOUNDARY ACTION

(District No. 5)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for the Jordanelle Ridge Public Infrastructure District No. 5 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 1, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 1st day of March, 2022.

CITY COUNCIL, HEBER CITY, UTAH,
acting in its capacity as the creating authority for the
Jordanelle Ridge Public Infrastructure District No. 5,

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 1st day of March, 2022.

TRINA N. COOKE
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 701803
COMM. EXP. 08-21-2022

Trina N Cooke
NOTARY PUBLIC

APPENDIX "A" TO NOTICE OF BOUNDARY ACTION
(District No. 5)

Copy of the Creation Resolution

APPENDIX "B" TO NOTICE OF BOUNDARY ACTION
(District No. 5)

Final Local Entity Plat

GOVERNING DOCUMENT
FOR

JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NOS. 1-5

HEBER CITY, UTAH

March 1, 2022

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Initial Districts Boundary Map
EXHIBIT C	PID Cooperation Agreement (District No. 1)
EXHIBIT D	PID Cooperation Agreement (District No. 2)
EXHIBIT E	Form PID Cooperation Agreement (Districts 3, 4 and 5).

I. INTRODUCTION

A. Purpose. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts (or interlocal entity formed by the Districts). All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

C. Applicability. This Governing Document is not intended to and does not create any rights in favor of any party other than the City. The failure of a District to comply with any

terms or conditions of this Governing Document shall not relieve any property owner of an obligation to pay taxes that are adopted or imposed by a District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means for each District, the area within the Initial Districts Boundaries but not within that District.

Assessment: means assessments levied in an assessment area created within a District.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council for Heber City, Utah.

Developer Funded Amenities: means amenities that are not required to be constructed under the Development Agreement, and that the developer of the Project commits to fund and install in consideration for the City approving the Districts and the issuance of bonds for the District.

Development: means the Jordanelle Ridge Master Plan area.

Development Agreement: means the Development Agreement for the Upper Jordanelle Master Plan Community, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC (assigned to Jordanelle Ridge, LLC).

District: means any one of the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District No. 1: means the Jordanelle Ridge Public Infrastructure District No. 1.

District No. 2: means the Jordanelle Ridge Public Infrastructure District No. 2.

District No. 3: means the Jordanelle Ridge Public Infrastructure District No. 3.

District No. 4: means the Jordanelle Ridge Public Infrastructure District No. 4.

District No. 5: means the Jordanelle Ridge Public Infrastructure District No. 5.

Districts: means the Jordanelle Ridge Public Infrastructure Districts Nos. 1, 2, 3, 4 and 5.

District Area: means the total property within the Initial Districts Boundary Map, which includes approximately 3,051 acres.

End User: means any owner, or tenant of any owner, of any taxable improvement within a District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park improvements, recreational amenities or cultural amenities within the Project Area that are not required to be constructed under the Development Agreement, and which directly benefit the residents within the Project.

Fees: means any fee imposed by a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinances and the applicable state law and approved by the Board in accordance with applicable state law.

Initial Districts Boundaries: means the boundaries of the area described in the Initial Districts Boundary Map.

Initial Districts Boundary Map: means the map attached hereto as **Exhibit B**, depicting the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by one or more Districts which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) shall be the municipal advisor of the City unless otherwise approved by the City.

Net Proceeds: means the gross proceeds of the sale of bonds, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or property commonly referred to as Jordanelle Ridge, and more specifically described in the Development Agreement.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act to serve the future taxpayers and inhabitants of the District Area.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by a District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

Village: means one of Villages 1, 2, 3, 4 and 5 as set forth in the Development Agreement.

III. DISTRICT DESCRIPTION / BOUNDARIES

The area of the Initial Districts Boundaries includes approximately 3,051 acres, which encompasses Villages 1, 2, 3, 4 and 5 of the Development and described in the Development Agreement. A legal description of the Initial Districts Boundaries is attached hereto as **Exhibit A**. A map of the Initial Districts Boundaries is attached hereto as **Exhibit B**.

It is anticipated that five (5) separate public infrastructure districts will be established as part of the Development and within the Initial Districts Boundaries. The anticipated Districts are as follows:

Jordanelle Ridge Public Infrastructure District No. 1

a. Size: Approximately 464 acres for the initial boundaries.

b. Location: The proposed District will be located within Wasatch County parcel numbers 0020-8193; 0020-8400; 0020-8401, 0007-6922.

c. Proposed Use of Area: The Developer intends to construct Village 1, complete with new public infrastructure within the proposed District No 1.

Jordanelle Ridge Public Infrastructure District No. 2

a. Size: Approximately 311 acres for the initial boundaries.

b. Location: The proposed District will be located within Wasatch County parcel numbers 0007-8522; 0007-9017; 0007-8878; 0007-8522; 0007-7326.

c. Proposed Use of Area: The Developer intends to construct Village 2, complete with new public infrastructure within the proposed District No 2.

Jordanelle Ridge Public Infrastructure District No. 3

a. Size: Approximately 559 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7185; 0007-7201; 0007-7318; 0020-8402; 8403; 0000-5244.

c. Proposed Use of Area: The Developer intends to construct Village 3, complete with new public infrastructure within the proposed District No 3.

Jordanelle Ridge Public Infrastructure District No. 4

a. Size: Approximately 861 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7201; 0007-7318; 0007-8555; 0007-7300; 0007-8571.

c. Proposed Use of Area: The Developer intends to construct Village 4, complete with new public infrastructure within the proposed District No 4.

Jordanelle Ridge Public Infrastructure District No. 5

a. Size: Approximately 856 acres for the initial boundaries.

b. Location: The proposed will be located within Wasatch County parcel numbers 0007-7219; 0007-7300; 0007-8571; 0007-7284; 0007-7227; 0007-7243; 0007-7250; 0007-7268; 0020-6355; 0020-6356; 0020-6357; 0020-6358.

c. Proposed Use of Area: The Developer intends to construct Village 5, complete with new public infrastructure within the proposed District No. 5.

It is anticipated that the relative size of each District may be adjusted, or Districts may be combined, in order to maximize efficiency of each District or reduce costs attributable to the Districts. Any adjustment to the relative size of a District or the combination of Districts must be in accordance with Section V.A.5.

IV. BENEFITS OF DISTRICTS

The Districts will provide new Jordanelle Ridge homeowners with additional amenities and provide the residents of Heber City additional benefits that far exceed those required by the Development Agreement. At a minimum, each District will invest 10% of the Net Proceeds from each original bond issuance to fund construction of Enhanced Improvements. The procedure for each District to receive approval from the City for the Enhanced Improvements shall be established in the Cooperation Agreement.

In addition, the developer of the Project has committed to provide additional Developer Funded Amenities within each District. The procedure for the developer to receive approval from the City for the Developer Funded Amenities shall be established in the Cooperation Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other

appropriate public entity or owners association in a manner consistent with the Approved Development Agreement and other rules and regulations of the City and applicable provisions of the City Code. Approval of Public Improvements or Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the Districts employ or engage to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

4. Debt Limitation. Prior to the issuance of any Debt, the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

> We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.
>
> We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) No District shall include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into a District, or one or more of the Districts combining to form a single District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed into a District and the passage of

a resolution of the Board approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board of the District approving such annexation. Such approval by the City expires 15 years from the date of approval of this Governing Document.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.5 shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Total Debt Issuance Limitation. The Districts shall not issue combined Debt in excess of Two Hundred and Fifty Million Dollars ($250,000,000). The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. This amount excludes any portion of bonds issued to refund a prior issuance of debt by one or more of the Districts. For any capital appreciation Debt issued by a District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

8. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy

Plan under Bankruptcy Code Section 943(b)(6). Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

9. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-8 above or in VII.B-G shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the Districts approving such amendment. The City may, in the City's discretion, approve amendments to this Governing Document for one or more individual District without approval of the other Districts.

10. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Two Hundred and Fifty Million Dollars ($250,000,000). All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

11. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Implementation of such interlocal agreement is essential to the orderly implementation of this Governing Document. Accordingly, any determination of any Board to set aside said interlocal agreement without the consent of all of the Districts shall be a material modification of the Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document.

12. Eminent Domain. In no event shall any District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

13. Ownership of Improvements. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto

VI. THE BOARD OF TRUSTEES

A. Board Composition. The initial Board of each District shall be composed of 3 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees shall be at large seats. Trustee initial terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Upon incorporation, each District shall estimate the total number of residential units within the District at full buildout of the property within the District (the "Anticipated REs"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated REs to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for 50% of the Anticipated REs.

2. Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for 75% of the Anticipated REs.

3. Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for 90% of the Anticipated REs.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. FINANCIAL PLAN

A. General. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The Total Debt Issuance Limitation shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. In addition, the Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.005 per dollar of taxable value of taxable property (5 mills) in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources. The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt. The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Establishment Costs. The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel; Municipal Advisor. It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts agree to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel and Zions Public Finance, Inc. as Municipal Advisor with respect to District Bonds as permitted by law. If a District is unable to reach an agreement with the Gilmore & Bell, P.C. or Zions Public Finance, Inc. with respect to the parties' scope of service or a reasonable fee for the services, the District may request that the requirement be waived by the City, which request shall not be unreasonably withheld by the City.

VIII. ANNUAL REPORT

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2022.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the City upon request);

3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

4. District office contact information, if changed;

5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;

7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);

12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Each District shall notify the City in writing within thirty (30) days of the District retiring all outstanding debt of the District. Upon an independent determination of the City Council that the purposes for which each District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

In order to assure that residential property owners within the Districts are informed of the Districts and the potential impact on property taxes for properties within the Districts, the Districts agree to the following disclosures:

A. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d)

state the Maximum Debt Mill Levy of the District; and include substantially the following language in bold:

> **"Under the maximum property tax rate of the District, for every $100,000 of taxable value, there would be an additional annual property tax of $500 for the duration of the District's Bonds."**

B. Each plat for property within a District shall include substantially the following plat note: "This property is included within the boundaries of a public infrastructure district and may be subject to an additional annual property tax of $500 for every $100,000 of taxable value."

C. The Districts, in conjunction with the developer of any properties within the District, shall require that the CC&R's for the project or any Village include substantially the following language in bold capital letters: "**THIS PROPERTY IS INCLUDED WITHIN THE BOUNDARIES OF A PUBLIC INFRASTRUCTURE DISTRICT AND MAY BE SUBJECT TO AN ADDITIONAL ANNUAL PROPERTY TAX OF $500 FOR EVERY $100,000 OF TAXABLE VALUE**."

Failure to provide any disclosures required by this Section X shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

XI. PID COOPERATION AGREEMENT

The City, the District, and the developer shall, prior to the issuance of Debt by any District, enter into a PID Cooperation Agreement for the District to provide: (1) a mechanism for the City to enforce this Governing Document, (2) a process and procedures to determine the Enhanced Improvements and Developer Funded Amenities, and (3) a mechanism for the City to enforce the commitments of the Districts and developer to construct the Enhanced Improvements and Developer Funded Amenities. The PID Cooperation Agreements for District No. 1 and District No. 2 are attached hereto as **Exhibit C** and **Exhibit D**, and shall be executed by the City, the developer, and District No. 1 or District No. 2 upon formation of District No. 1 or District No. 2. For District Nos. 3, 4 and 5, the PID Cooperation Agreement shall be in substantially the form attached as **Exhibit E,** and shall be executed by the City, the developer, and Districts No. 3, 4 or 5 upon formation of District Nos. 3, 4 or 5. As set forth in the PID Cooperation Agreement for District Nos. 3, 4 and 5, an enhance improvement summary ("**EIS**") shall be submitted for each District, and no debt may be issued and no mill levy may be collected for any District until the EIS is approved for that District.

EXHIBIT A

Legal Description

EXHIBIT B

Initial Districts Boundaries Map

EXHIBIT C

PID Cooperation Agreement (District No. 1)

PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 1,
AND
JORDANELLE RIDGE, LLC

THIS PID COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah ("City"), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 1, a political subdivision of the State of Utah (the "District"), and JORDANELLE RIDGE, LLC ("Developer"). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District's Governing Document approved by the City on _____ ("Governing Document"); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements.

3. Enhanced Improvements. To comply with Section IV of the Governing Document, the District agrees to fund and construct the Enhanced Improvements as set forth in Exhibit 1, unless the District request and receive approval from the Heber City Council to modify the Enhanced Improvements. The District shall submit to the City final design and engineering plans for the Enhanced Improvements within two years of the District issuing bonds, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and to incentivize City to approve the District and the Governing Documents, the Developer agrees to fund and construct the Developer Funded Amenities set forth in Exhibit 2. City and Developer acknowledge and agree that the Developer Improvements are in addition to any requirements in the Development Agreement, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Additional Benefit of Districts. In addition to the Enhanced Improvements and Developer Improvements required for the District, Developer shall utilize funds from the Net Proceeds to construct the additional PID improvements set forth in Exhibit 3, which improvements will benefit the residents within the Project, and which improvements may either not have been constructed by the Developer, or may have been constructed utilizing alternative funding mechanisms.

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 1 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 1 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. 1.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

9. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

12. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, Developer and the City shall be for the sole and exclusive benefit of the District, Developer and the City.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

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JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: _____
Chair

Attest:

_____
Secretary

HEBER CITY

By:_____
Mayor

Attest:

_____
City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name:_____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No. 1 (Village 1)

City Park

Ice Ribbon

Park Landscaping		$ 1,500,000.00
Parking Lot		$ 500,000.00
Ice Ribbon/ Splash Pad		$ 3,800,000.00
Rental Building		$ 350,000.00
Zamboni		$ 160,000.00
Timp Trail Improvements		$ 850,000.00
Power		$ 335,000.00
60' Secondary Road		$ 650,000.00
	Total	**$ 8,145,000.00**

EXHIBIT 2

Developer Funded Amenities for District No. 1 (Village 1)

Master Amenities & Club

Club House	
Building	$ 1,500,000.00
Pool	$ 250,000.00
Bowling Alley & Game Room	$ 500,000.00
Parking Lot	$ 200,000.00
Landscaping	$ 465,000.00
Retaining Walls	$ 85,000.00
TOTAL	**$ 3,000,000.00**

EXHIBIT 3

Additional PID Funded Improvements for District No. 1 (Village 1)

Special Service District

Secondary Water		
	Secondary Tank	$ 2,000,000.00
	Secondary Transmission Line	$ 1,500,000.00
	Lady Monument Secondary Well	$ 800,000.00
	Lady Monument Pump Station	$ 500,000.00
Sewer		
	Sewer Main Bore	$ 258,605.00
	Pump Station Village 1&3 Boundary	$ 800,000.00
Culinary Water		
	Transmission Line to Lady Monument	$ 1,400,000.00
	Total	**$ 7,258,605.00**

Heber City

Power Main Loop		$ 1,948,273.00
Storm Drain		
	Hwy 32 Crossing	$ 600,000.00
	Detention/ Retention Basin	$ 1,200,000.00
	Total	**$ 3,748,273.00**

EXHIBIT D

PID Cooperation Agreement (District No. 2)

PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2,
AND
JORDANELLE RIDGE REF ACQUISITION, LLC

THIS PID COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this 1st day of March, 2022, by and between the HEBER CITY, a political subdivision of the State of Utah ("City"), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICTS NO. 2, a political subdivision of the State of Utah (the "District"), and JORDANELLE RIDGE REF ACQUISITION, LLC ("Developer"). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District's Governing Document approved by the City on March 1, 2022 ("Governing Document"); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements.

3. Enhanced Improvements. To comply with Section IV of the Governing Document, the District agrees to fund and construct the Enhanced Improvements as set forth in Exhibit 1, unless the District request and receive approval from the Heber City Council to modify the Enhanced Improvements. The District shall submit to the City final design and engineering plans for the Enhanced Improvements within two years of the District issuing bonds, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and to incentivize City to approve the District and the Governing Documents, the Developer agrees to fund and construct the Developer Funded Amenities set forth in Exhibit 2. City and Developer acknowledge and agree that the Developer Improvements are in addition to any requirements in the Development Agreement, dated June 24, 2020 by and between Heber City and RE Investment Holdings, LLC. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Additional Benefit of Districts. In addition to the Enhanced Improvements and Developer Improvements required for the District, Developer shall utilize funds from the Net Proceeds to construct the additional PID improvements set forth in Exhibit 3, which improvements will benefit the residents within the Project, and which improvements may either not have been constructed by the Developer, or may have been constructed utilizing alternative funding mechanisms.

6. No Carryover. The Enhanced Improvements and/or Developer Funded Amenities for District No. 2 may exceed the required 10% of the Net Proceeds. Nevertheless, Developer agrees that the Developer Improvements for District No. 2 shall not be utilized to offset the Enhanced Improvement or Developer Funded Amenities requirements for District Nos. 3, 4 or 5 and set forth in Section IV of the Governing Document.

7. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery,

via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. 1.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge REF Acquisition, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

9. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

11. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

12. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, Developer and the City shall be for the sole and exclusive benefit of the District, Developer and the City.

16. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

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JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: _____
Chair

Attest:

_____
Secretary

HEBER CITY

By:_____
Mayor

Attest:

_____
City Recorder

JORDANELLE RIDGE REF ACQUISITION, LLC

By: _____

Print Name:_____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No. 2 (Village 2)

Art District- City Park

Performing Art Center Park

Park Landscaping		$ 1,250,000.00
Parking Lot		$ 1,000,000.00
60' Road- 2000'		$ 1,400,000.00
Major collector - 2030'		$ 2,070,600.00
Amphitheater		$ 5,000,000.00
Timp Trail Improvements		$ 850,000.00
Retaining		$ 1,200,000.00
Grading		$ 2,150,000.00
Power		$ 700,000.00
	Total	**$ 15,620,600.00**

EXHIBIT 2

Developer Funded Amenities for District No. 2 (Village 2)

Master HOA & Club Amenities

Main Barn	
Structure	$ 177,968.00
Interior, Windows & Roof	$ 396,000.00
Parking Lot	
Landscaping	$ 465,000.00
Retaining Walls	$ 85,000.00
Movement Studio	$ 300,000.00
Gym	$ 300,000.00
Sport Court	$ 85,000.00
Kids Club	$ 25,000.00
Rental Building	$ 55,000.00
Pickle Ball Courts	$ 108,000.00
Flow-Trail Park	
Trail	$ 65,000.00
Parking Lot	$ 150,000.00
Kiosk	$ 10,000.00
Coyote Trail Head	
Paved Trails	$ 75,000.00
Pavilions	$ 45,000.00
Restrooms	$ 75,000.00
Pump Track	$ 55,000.00
Kiosk	$ 10,000.00
TOTAL	**$ 2,481,968.00**

EXHIBIT 3

Additional PID Funded Improvements for District No. 2 (Village 2)

Special Service District

Secondary Water		
	P2 South Booster Pumps	$ 420,000.00
	P2 South Tank	$ 898,560.00
	P-1 Transmission Line	$ 978,240.00
	P-2 Distribution	$ 563,328.00
	P-2 South Transmission	$ 204,480.00
	Coyote Well	$ 800,000.00
Culinary Water		
	PZ 4-5 Upper South Tank	$ 1,080,000.00
	PZ 4-5 Transmission Line	$ 1,145,000.00
	Pump House + PRV	$ 500,000.00
	Total	**$ 6,589,608.00**

Heber City

North Fields		
	Land	$ 1,200,000.00
	Basin	$ 513,055.00
Coyote Canyon		
	Debris Basins-8	$ 2,500,000.00
Other Construction		
	Canal Crossing	$ 1,400,000.00
	Retaining Walls	$ 1,200,000.00
	Total	**$ 6,813,055.00**

EXHIBIT E

Form PID Cooperation Agreement (Districts 3, 4 and 5)

PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. _____,
AND
JORDANELLE RIDGE, LLC

THIS PID COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, 202____, by and between the HEBER CITY, a political subdivision of the State of Utah ("City"), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICT NO. _____, each a political subdivision of the State of Utah (each a "District" and collectively the "Districts"), and JORDANELLE RIDGE, LLC ("Developer"). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District's Governing Document approved by the City on _____ ("Governing Document"); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document, provide a mechanism to determine the Enhanced Improvements for the District, and enforce the commitments of the Developer with respect to Developer Funded Amenities within the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or

Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements

3. Enhanced Improvements. The Boards of District Nos. 3, 4 and 5 shall provide to the City a summary of the Enhanced Improvements required by Section IV of the Governing Document, which summary shall include: (1) the amount of funds available for Enhanced Improvements, (2) a detailed description of the proposed Enhanced Improvements, (3) a detailed description of the cost of each component of the Enhanced Improvement, and (4) anticipated O&M costs of any unique facilities to be owned and operated by the City (the "EIS"). The Heber City Council shall review the EIS and either approve the EIS or provide comments or recommendations to the Board. If requested by the City Council, the Board shall resubmit a final EIS with the City Council recommendations for final approval by the City Council. No debt may be issued and no mill levy may be collected for District Nos. 3, 4 or 5 until the EIS for that District is approved by the City Council. Within two years of the District issuing bonds, each District shall submit to the City final design and engineering plans for the Enhanced Improvements, and the District shall diligently pursue construction of the Enhanced Improvements upon approval of the design and engineering plans by the City. The Developer certifies that it currently has, and will continue to reserve and guaranty, sufficient water rights to construct and complete the Enhanced Improvements, and will not allow such water reservation to be applied towards any other development or improvement rights of the Developer. Such certification shall be provided in writing and in a form and substance acceptable to the City in its reasonable judgement. The District and the Developer agree to deed over all or any portion of the Enhanced Improvements to the City if requested by the City.

4. Developer Funded Amenities. In addition to the Enhanced Improvements set forth in Exhibit 1, and as an additional incentivize for the City to have approved the District and the Governing Documents, in conjunction with the bond issuance for Districts 3, 4 and 5, the Developer agrees to fund and construct Developer Funded Amenities in the amount of $2,500,000 for each District not to exceed a total amount of $7,500,000 for Villages 3, 4 and 5. The Developer may combine the Developer Funded Amenities for two or more of the Districts if all the residents within the Districts will benefit from the Developer Funded Amenities. Within thirty days of each original bond issuance by the District, the Developer shall provide to the City a summary of the Developer Funded Amenities, which summary shall include a detailed description of the proposed Developer Funded Amenities, and a detailed description of the cost of each component of the Developer Funded Amenities. Within 60 days, the City Council shall review the Developer Funded Amenities summary and either approve the Developer Funded Amenities summary or provide comments or recommendations to the Developer. The Developer shall make all reasonable efforts to comply with the comments or recommendations of the City Council, provided that the comments or recommendations of the City Council do not unreasonably delay the construction of the Developer Funded Amenities or require the Developer to expend more than $2,500,000 per District to complete the Developer Funded Amenities. If requested by the City Council, the Developer shall resubmit a final detailed description of the Developer Funded Amenities with the City Council recommendations for final approval by the City Council. Upon final approval by the City Council, the Developer Funded Amenities summary shall be included as Exhibit 2 to this Agreement. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the

Developer shall diligently pursue construction of the Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

5. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Jordanelle Ridge Public Infrastructure District No. _____.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

7. Assignment. The Parties hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the Districts or fifty (50) years from the date hereof.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

11. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts, Developer and the City shall be for the sole and exclusive benefit of the Districts, Developer and the City..

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. _____

By: _____
Chair

Attest:

_____
Secretary

HEBER CITY

By:_____
Mayor

Attest:

_____
City Recorder

JORDANELLE RIDGE, LLC

By: _____

Print Name:_____

Title: _____

EXHIBIT 1

Enhanced Improvements for District No.___

EXHIBIT 2

Developer Funded Amenities for District No. ___

PID COOPERATION AGREEMENT
BETWEEN
HEBER CITY,
JORDANELLE RIDGE PUBLIC INFRASTRUCTURE DISTRICT NO. 3,
AND
JORDANELLE RIDGE NORTH, LLC

THIS PID COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this 2nd day of June, 2026, by and between the HEBER CITY, a political subdivision of the State of Utah ("City"), JORDANELLE PUBLIC INFRASTRUCTURE DISTRICT NO. 3, each a political subdivision of the State of Utah (the "District"), and JORDANELLE RIDGE NORTH, LLC ("Developer"). The City, the District, and Developer are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to exercise certain powers that are more specifically set forth in the District's Governing Document approved by the City on March 1, 2022 ("Governing Document"); and

WHEREAS, the Parties desire to enter into this PID Cooperation Agreement to provide a mechanism to enforce the Governing Document and provide a mechanism to determine the Enhanced Improvements for the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Cooperation Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Enforcement of Governing Document. The District acknowledges and agrees that the Governing Document, as amended, is binding on the District and the terms and conditions of the Governing Document are incorporated into this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. Approval of Public Improvements or Enhanced Improvements by the City does not obligate the City to own or operate any such Improvements

3. Enhanced Improvements. In accordance with the Governing Document, the District is required to provide an Enhanced Improvement Summary ("EIS"), which summary shall include: (1) the amount of funds available for Enhanced Improvements, (2) a detailed description of the proposed Enhanced Improvements, (3) a detailed description of the cost of each component of the Enhanced Improvement, and (4) anticipated O&M costs of any unique facilities to be owned and operated by the City (the "EIS").

On August 18, 2025, the City Council was presented with a Strategic Development Plan and Market Study for the Sunset Ridge Amphitheater. In conjunction with the Strategic Development Plan, the City established a task force to study feasibility and options for the Amphitheater project. The task force is continuing to explore options for the amphitheater project, including potentially locating the amphitheater to an alternative location. The City Council has approved potentially allocating all of the Enhanced Improvement funding from the District towards the Sunset Ridge Amphitheater.

Heber City acknowledges that the EIS will depend on the report and recommendation of the amphitheater task force. Once the recommendation is provided by the task force, the City Council shall evaluate whether some or all of the Enhanced Improvement funds from District Nos. 2 and 3 shall be allocated towards the amphitheater project. Within sixty (60) days of the City Council making a determination as to the best use of the Enhanced Improvement funds, the District shall provide a complete EIS to the City Council for review and approval.

4. Developer Funded Amenities. In addition to the Enhanced Improvements and as an additional incentivize for the City to have approved the District and the Governing Documents, in conjunction with the bond issuance for Districts 3, 4 and 5, the Developer agrees to fund and construct Developer Funded Amenities in the amount of $2,500,000 for each District not to exceed a total amount of $7,500,000 for Villages 3, 4 and 5. The Developer may combine the Developer Funded Amenities for two or more of the Districts if all the residents within the Districts will benefit from the Developer Funded Amenities. Within thirty days of each original bond issuance by the District, the Developer shall provide to the City a summary of the Developer Funded Amenities, which summary shall include a detailed description of the proposed Developer Funded Amenities, and a detailed description of the cost of each component of the Developer Funded Amenities. Within 60 days, the City Council shall review the Developer Funded Amenities summary and either approve the Developer Funded Amenities summary or provide comments or recommendations to the Developer. The Developer shall make all reasonable efforts to comply with the comments or recommendations of the City Council, provided that the comments or recommendations of the City Council do not unreasonably delay the construction of the Developer Funded Amenities or require the Developer to expend more than $2,500,000 per District to complete the Developer Funded Amenities. If requested by the City Council, the Developer shall resubmit a final detailed description of the Developer Funded Amenities with the City Council recommendations for final approval by the City Council. Upon final approval by the City Council, the Developer Funded Amenities summary shall be included as Exhibit 2 to this Agreement. The Developer shall submit to the City final design and engineering plans for the Developer Funded Amenities within two years of the District issuing bonds within the Village where the Developer Funded Amenities are to be located, and the Developer shall diligently pursue construction of the

Developer Funded Amenities upon approval of the design and engineering plans by the City. The Developer Funded Amenities shall be owned and maintained by a homeowners' association or a private club entity, and not dedicated to the City.

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To the District:

Jordanelle Ridge Public Infrastructure District No. 3.
Attn: Michael Bradshaw
48 East 100 North, Suite A
Heber City, Utah 84032

To Developer:

Jordanelle Ridge, LLC
Attn: Cody Winterton
10421 S Jordan Gateway Suite 200
South Jordan, Utah 84095

Cross Lake Partners
Attn: Jonathan Shumaker
1166 Avenue of the Americas
New York, NY 10036

To the City:

Heber City
c/o City Recorder
75 N Main Street
Heber City, UT 84032

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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6. Assignment. The Parties hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

7. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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13. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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16. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

JORDANELLE RIDGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 3

By: _____
Chair

Attest:

_____
Secretary

HEBER CITY

By:_____
Mayor

Attest:

_____
City Recorder

JORDANELLE RIDGE NORTH, LLC

By: _____

Print Name:_____

Title: _____

Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: Status Update From Animal Policy Ad Hoc Committee
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

The City Council established the Dogs in Parks Ad Hoc Committee to review the current Heber City Code provisions relating to dogs in public places, evaluate potential policy considerations, and consider possible amendments to the City Code governing such uses.

This report is intended to provide the City Council with a status update regarding the Committee's review, discussions, and ongoing work.

RECOMMENDATION

If needed, give direction to the Committee as items of specific interest of the Council.

If there is a desire by Council to revise the Code and Policies, specifically to expand park use to include dogs, to whatever degree, the Council should commit to ongoing funding for dog use support amenities, including abundant dog waste bag stations, accessible garbage cans, and clear signage encouraging/mandating proper cleanup, and provision for meaningful, reasonable enforcement.

Infuse in any such policies/ ordinance revisions, language that encourages and promotes self-governance among dog owners and the public to maintain property standards and care for public places, and reasonably assist with reporting.

BACKGROUND

In connection with a digital survey on Dogs in Public Places, and City Council discussions, initiated on March 3, 2026, the City Council subsequently directed Staff to propose different options for dog accessibility to the City park(s), to address specifically dogs in parks/ public places policy or policies,

and ordinance provisions, and consider a trial basis event allowing dogs in parks to test the sentiment, logistics and administration.

Two initial, leading key discussion points included:

- Does the City want to initially incorporate a limited trial period and location during the Heber Market on Main for the 2026 season, or part of the season, or one event?
- Does it make sense to begin the implementation of such a policy in one, or a few public places, rather than a blanket application to all parks and public places?

Overall, the Council directed to further evaluate and discuss potential changes to consider the possibility of making parks more inclusive while ensuring cleanliness and safety, and established an Ad Hoc Committee to assist in the review and give recommendations to implement directives.

As an interim, phasing idea, it was specifically discussed testing the theory of allowing dogs in public parks and places on a trial basis, at specific times and places, i.e., at one or more Heber Market on Main events, then decide whether to revise said Ordinance altogether.

Currently, the only park that allows dogs is the fenced areas at the Muirfield Park.

DOGS IN PARKS AD HOC COMMITTEE

The Ad Hoc Committee has met three times since that March 17th directive (March 25, April 8, and April 28). The committee consists of: Mark Smedley (City Administration), Councilmember Morgan Murdock (City Council Liaison), Rachel Kahler (CAMS Executive Director), Matthew Kennard (Heber Public Works), Justin Hatch (Heber Valley Animal Services), Brandon Puett (Heber Parks), Branden Russell (Heber Police) and Marissa Stanger (Co-Chair of POSTT).

Some of the specific items/ talking points of the Ad Hoc Committee have included:

- Should dogs be allowed during Market on Main? During other concerts/events held at Main Street Park?

- The May 23rd event scheduled at Main City Park, should be specifically designated as a one-time event with dogs, for the foreseeable future.

- The Committee is recommending designating the following entire parks as dog-friendly, with *leash* requirements:

- Cove Park
- Eagle Park
- Mill Road Estates Park
- Private Kay Pete Murdock Jones Park

The County's South Field Park provides a huge amount of dog-friendly space on the west side of town. The committee sees a big need to have multiple smaller parks on the east side and south end of the City and believes this recommendation would provide a good balance.

- The Committee is also recommending two *off-leash, fenced* dog parks within the following existing parks in Heber City:

- Private Kay Pete Murdock Jones Park
- Jordan Park

SIGNAGE

It is recommended that signage be created and permanently installed at these parks. It would be written in a friendly yet firm language in both English and Spanish and would have visual symbols.

Some information being considered to be included on the signs at dog-friendly on-leash parks:

- Park hours
- Please be courteous and respectful.
- All dogs must be licensed.
- No more than three dogs per handler.
- Dogs must be on a leash and with the owner at all times.
- Maximum leash length: six feet
- Please immediately pick up and dispose of waste.
- Keep your dog from being aggressive toward people and other dogs.
- No digging holes.
- No persistent barking.
- Do not allow dogs on or near playgrounds, pavilions, food prep and eating areas, or sports courts.
- Do not approach a dog without the owner's permission.
- Website where dog owners can read the city's Animal Ordinances (including infractions, fees, and fine schedule).
- What to do in emergencies (include phone number for Animal Services and 911)

This is the current signage at the Muirfield Off-Leash Enclosed Dog Park, which the Committee will review:

DOG PARK RULES

- Use the park at your own risk.
- Owners are legally responsible for the behavior of their dog(s) at all times.
- Dogs must be leashed while entering and exiting the park.
- Dog waste must be cleaned up by their owners IMMEDIATELY.
- Owners must be within the dog park and supervising their dog(s) with a leash readily available.
- Dog handlers must be at least 16 years of age.
- Children under 13 must be accompanied by an adult and supervised at all times.
- Aggressive dogs must be removed immediately.
- Dogs should be under voice control.

PROHIBITED:

- Human & Dog food/treats
- Glass Containers
- Dogs in heat
- Sick Dogs
- Aggressive Dogs
- Puppies (under 4 months)

DISCUSSION

The purpose of this review and discussion is threefold:

- To gauge accurate public sentiment regarding the current “No Dogs” policy.
- To determine if the policy should be modified, and if so, to what degree?
- To understand the community’s support/feedback on these recommendations, and the Council’s support for increased funding, staffing, and enforcement.

What administrative issues arise with increased access, i.e., ongoing costs, waste management, and personnel?

How would leash laws or containment requirements factor into a modification?

What is the impact on the enforcement officer and parks staff?

It is important to remember that transitioning to a new city culture, allowing dogs, will likely increase use during “off-hours” (pre / post-normal business hours). This will be challenging to ensure compliance and cleanup when the public or staff are not present to help self-enforce.

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- To gauge accurate public sentiment regarding the current “No Dogs” policy.
- To determine if the policy should be modified, and if so, to what degree?
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How would leash laws or containment requirements factor into a modification?

What is the impact on enforcement officers and parks staff?

It is important to remember that transitioning to a new city culture, allowing dogs, will likely increase use during “off-hours” (pre / post-normal business hours). This will be challenging to ensure compliance and cleanup when the public or staff are not present to help self-enforce.

FISCAL IMPACT

This change in policy and potentially revision of the Ordinance would require additional budgetary allocations for signage, maintenance, cleanup, and enforcement.

CONCLUSION

There appears to be public support for a more permissive dog in parks policy. Implementation of such will require additional staff support and costs.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Administrative
Staff member: J. Mark Smedley, Asst. City Manager

EXHIBITS

1. Dogs in Parks Presentation

HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

Proposal for Dog Access in Select City Parks

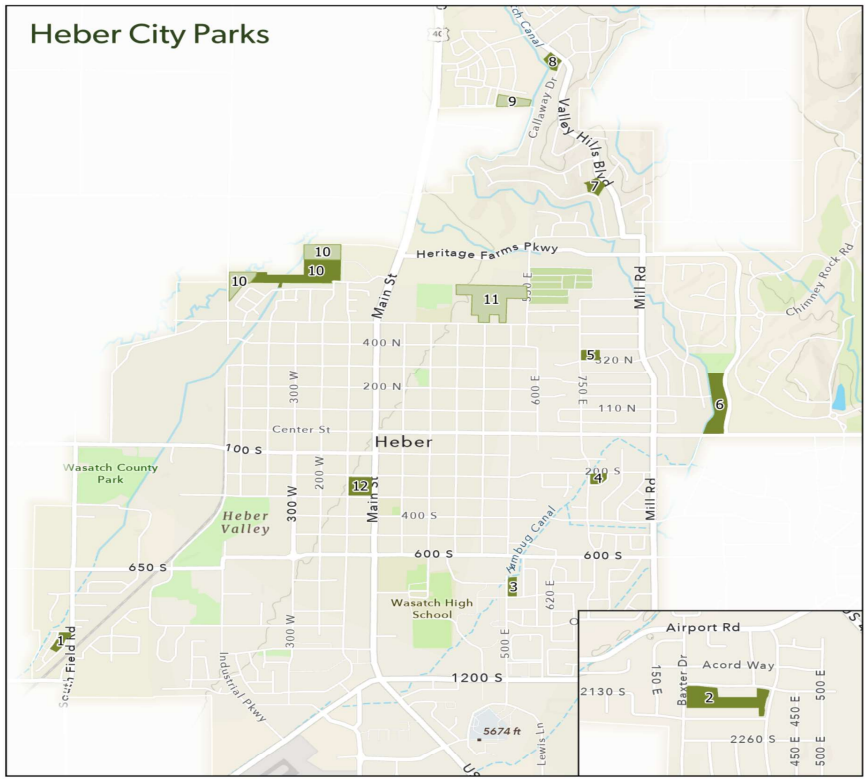
On-Leash & Off-Leash Park Plan

Animal Policy Ad Hoc Committee

Proposal Overview

- Expand dog access to some designated city parks
- Four proposed on-leash parks
- Two proposed off-leash, fenced dog parks
- Improve accessibility and community recreation

Map of all Heber City Parks



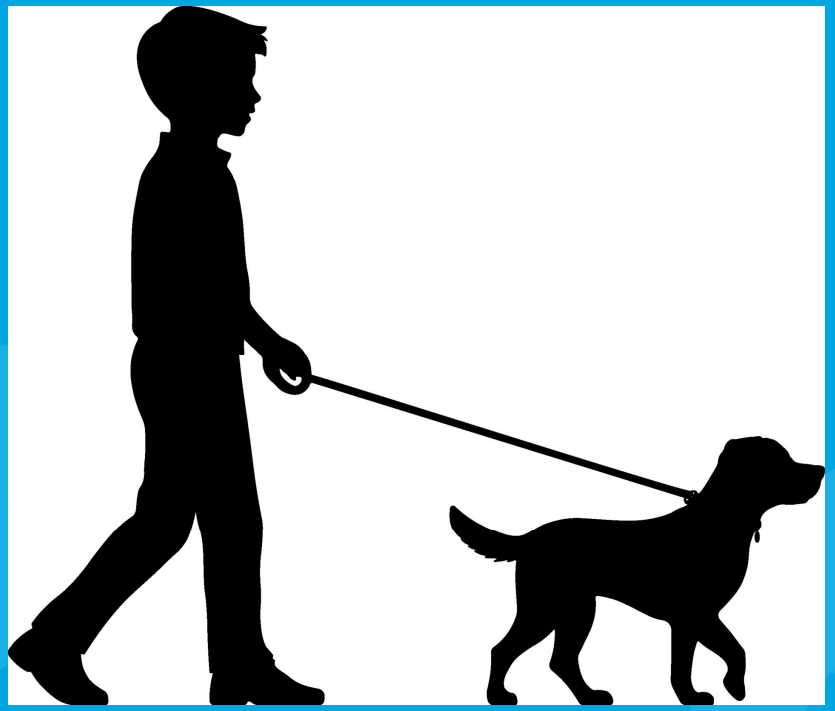
Tour Order	Name
1	Rock Wall Park
2	Kay Peter Murdock Jones Veterans Park
3	Wasatch Vista Park
4	Mill Road Estates Park
5	Eagle Park
6	Jordan Park
7	Valley Hills Park

Tour Order	Name
8	The Cove Park
9	Coyote Springs Park
10	Murfield Park
10	Murfield Park Expansion 1
10	Murfield Expansion 2
11	Duke Park
12	City Park

On-Leash Dog Parks

Controlled on-leash use in the following existing neighborhood parks:

- Eagle Park
- Mill Road Estates Park
- Cove Park
- Private Kay Pete Murdock Jones Park



Eagle Park (On-Leash)

- Location: 750 East 380 North
- Size: 1.75 acres
- Amenities: Pavilion, playground, basketball court, walking path, large lawn
- Dense residential area with open space

Mill Road Estates Park (On-Leash)

- Location: 890 Millers Lane
- Size: 1.5 acres
- Amenities: Playground, walking path, lawn, shaded trees
- Highly dense residential area

Cove Park (On-Leash)

- Location: 1871 N. Valley Hills Blvd.
- Size: 2 acres
- Amenities: Playground, pavilion, benches, picnic tables, walking path, lawn
- Densely populated area

Private Kay Pete Murdock Jones Veterans Park (On-Leash)

- Location: 2120 South 400 East
- Size: 4 Acres
- Amenities: Playground, walking path, large lawn
- Located on opposite end of town for balanced access

Proposed Off-Leash Dog Parks

- Private Kay Pete Murdock Jones Veterans Park
- Jordan Park

Fenced, designated dog areas for off- leash recreation

Private Kay Pete Murdock Jones Veterans Park (Off-Leash)

- Location: 2120 South 400 East
- Size: 4 Acres
- Amenities: Playground, walking path, large lawn
- Located on opposite end of town for balanced access

Jordan Park (Off-Leash)

- Location: 1472 E. Center Street
- Size: 8 acres
- Amenities: Playground, pavilion, picnic tables, benches, drinking fountain, walking path
- The city owns multiple acres north of the existing Jordan Park which are being considered as a fenced dog area.

Dog waste stations to be added to the Red Ledges and Humbug Trails.

Community Benefits

- Increased park accessibility
- Safe designated dog areas
- Improved community recreation
- Reduced unauthorized dog use in restricted parks

Next Steps

- Council review and feedback
- Additional community input
- Planning
- Final approval
- Phased implementation
- Ongoing feedback and evaluation

Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: City Council Approval of Airport Manager Nominee
RESPONSIBLE: Heidi Franco
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

None

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Amended Contract with Atlas Towers for Cemetery site
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The Planning Commission recently held a public hearing with nearly 40 attendees that expressed their lack of support for the placement of a cell tower at the city's Hospital Well site at approximately 590 East Center Street. The Planning Commission is anticipated to give a positive recommendation for the zone change, but only on condition that the site of the cell tower be moved to the cemetery or another location where the cell tower can be placed further away from existing homes. This agenda item amends the lease contract with Atlas Towers to move the location of the cell tower to the cemetery.
The policy question for Council is:

- Should the City amend the lease with Atlas Towers to move the cell tower site to the cemetery?

RECOMMENDATION

Staff recommends approval of the proposed amendment to the Atlas Towers Lease Contract.

BACKGROUND

Please see work agenda item related to the Hospital Well Zone Change for supplemental information. Staff and Atlas Towers are suggesting a better site may be realized in the cemetery for a cell tower that will have less of an impact on existing home owners than the site of the Hospital Well. If the cemetery site is pursued, Atlas Towers would be changing the zoning of the property and requesting the City permit the height of 80 feet rather than 60 feet. The Planning Commission has discussed the potential for taller cell towers to minimize the need for additional towers, as the taller towers can provide a larger service radius than shorter cell towers.

DISCUSSION

The cemetery has the potential to be less controversial than other sites owned by the City, as it is significantly larger and a cell tower can be placed further away from existing residents. However, any cell tower in the cemetery has the potential to block somebody's view. If the City is not comfortable

with the Cemetery site, staff recommends the City discontinue its lease relationship with Atlas and have Atlas pursue privately owned commercial sites along Highway 40 that are further separated from existing homes.

FISCAL IMPACT

$582,000 total revenue

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

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

EXHIBITS

1. Atlas Cell Tower Signed Lease Agreement
2. First Amendment to Ground Lease HEBER HILL
3. Heber HIll_Heber City_MOL_Ground Lease

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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 (5^{th}) 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 liable 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.

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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]**

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

Landlord: HEBER CITY CORPORATION

Sign: Signed by: Trina Cooke CB019A1A3164422...

Name: Trina Cooke

Title: City Manager

Date: 3/2/2026

Tenant: ATLAS TOWER 1, LLC:

Sign: DocuSigned by: Helmundt Strumpher 5C579E2FA4AD44B...

Name: Helmundt Strumpher

Title: COO

Date: 2/18/2026

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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

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EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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.

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Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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:

_____

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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:

_____

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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 +/-

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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:

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made effective upon the full execution of both signatures by and between Atlas Tower 1, LLC, a Colorado Limited Liability Company ("Tenant"), with an address of 4041 Hanover Avenue, Boulder, CO 80305 and HEBER CITY CORPORATION with an address of 75 N MAIN ST., HEBER CITY, UT 84032 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Lease Agreement dated March 2nd, 2026 (the "Lease Agreement"), with regard to a Communication Tower Facility located at Parcel Number 00-0020-2672.

WHEREAS, Tenant and Landlord now desire to develop the Communication Tower Facility at a new location which is identified as Parcel ID 00-0005-7252.

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

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. DEFINED TERMS. All capitalized terms not specifically defined herein shall have the meanings set forth in the lease agreement.

3. TOWER LOCATION. Exhibit 1 of the Lease Agreement will be replaced by exhibit 1-A. Exhibit 2 of the lease agreement will be replaced with the attached exhibit 2-A.

4. MEMORANDUM OF LEASE. The parties agree to execute and file the Memorandum of Lease attached hereto as Exhibit 3.

5. MISCELLANEOUS.

   The Lease Agreement as modified herein remains in full force and effect and is hereby ratified by Landlord and Tenant. In the event of any conflict among the Lease Agreement and this Amendment, the terms of this Amendment shall control.

   (a) This Amendment shall be binding upon execution and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

   (b) This Amendment contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by Landlord and Tenant.

   (c) This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

(signature page follows)

Tower Name: Heber Hill

IN **WITNESS WHEREOF,** the parties have executed this First Amendment to Lease Agreement as of the date set by their signature below. This Amendment shall be deemed effective upon delivery of a fully executed copy hereof to both parties.

Landlord: Heber City Corporation

By: _____

Name: _____

Title: _____

Date: _____

Tenant: Atlas Tower 1, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBT 1-A
Description of Parent Tract

BEG S 1138.52 FT & W 1089 FT OF NE SEC 32, T3S, R5E, SLM; S 658.68 FT; W 1137.18 FT; N.02Å°00'E 316.8 FT; E 16.5 FT; N 346.5 FT; E 1097.25 FT TO BEG. AREA 17.19 ACRES

Tower Name: Heber Hill

EXHIBIT 2-A

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq.ft.) 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:

Tower Name: Heber Hill

EXHIBIT 3

Tower Name: Heber Hill

Return to:
Atlas Tower 1, LLC
4041 Hanover Ave.
Boulder, CO 80305

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease ("Lease") is made upon the date of the last signee, in the recording district of Wasatch County, UT, by and between, HEBER CITY CORPORATION (the "Landlord"), whose address is 75 N MAIN ST Heber, UT 84032, and Atlas Tower 1, LLC (the "Tenant"), whose address is 4041 Hanover Ave., Boulder, CO 80305 commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the "Premises"), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby grants to Tenant the option to lease 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/an initial] term of with each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;

2. The Lease restricts Landlord's ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;

3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,

5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

6. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____
County of _____

On this _____day of _____, 202__, before me personally appeared _____ _____, to me known (or proved to me on the basis of satisfactory evidence) to be the persons 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 _____, 202__.

_____
Notary Public

My Commission Expires:
_____

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

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of Colorado
County of Boulder

On this _____day of _____, 202__, before me personally appeared _____, the _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the persons 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 _____, 202__.

_____
Notary Public

My Commission Expires:
_____

EXHIBIT 1

Description of Parent Tract

Real property with parcel number 00-0005-7252 and an assessor legal description of BEG S 1138.52 FT & W 1089 FT OF NE SEC 32, T3S, R5E, SLM; S 658.68 FT; W 1137.18 FT; N.02Â°00'E 316.8 FT; E 16.5 FT; N 346.5 FT; E 1097.25 FT TO BEG. AREA 17.19 ACRES.

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be placed as shown on this parcel image:

Heber City Council Staff Report

MEETING DATE:	6/2/2026
SUBJECT:	Planning Commission Recommendation on Hospital Well Zone Change
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The Planning Commission made a recommendation to deny the proposed rezone of the Hospital Well on May 26, 2026. The Planning Commission also recommended Council consider moving the proposed location of the cell tower to another location that is further away from existing dwellings.

The Policy Question for Council includes:

- Should the proposed Hospital Well Zone Change from Residential R-1/R-3 Zone to Institutional Public Facilities IPFZ Zone be placed on a future Council agenda for formal consideration by Council?

RECOMMENDATION

Staff recommends denial of the proposed zone change, and recommends the City amend its contract with Atlas Towers to move the proposed cell tower to a different location that is further away from homes.

BACKGROUND

See attached Planning Commission Staff Report from May 12 for full details. Nearly 40 neighbors attended the May 12 Planning Commission Public Hearing to express their lack of support for a cell tower located at the hospital well.

DISCUSSION

The City adopted the IPFZ to apply to public properties and the proposed zone change accommodates that purpose. The zone change is not equivalent to permitting a cell tower and the City can approve the proposed zone change and amend its contract with Atlas Towers to place the tower in a more suitable location, thus addressing concerns of residents. The Atlas contract has been placed on the June 2 City Council meeting to move the site to the cemetery as a separate item.

The Planning Commission recommended against the zone change, as neighbors were nervous that would open up the possibility for a cell tower at the site in the future. The Planning Commission would like to reconsider a zone change on the property, but only after the City updates the IPFZ and Telecommunications Ordinance with new standards and making cell towers a conditional use in residential areas.

FISCAL IMPACT

N/A

CONCLUSION

- Moving the cell tower to a larger site such as the cemetery would allow the cell tower to placed further away from existing homes.
- The proposed zone change is consistent with the General Plan.
- The proposed zone change is consistent with the objectives and characteristics of the IPFZ Zone:
    - 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.
    - 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.
    - This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
    - 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.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. May 12 Atlas Staff Report Zone Change

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

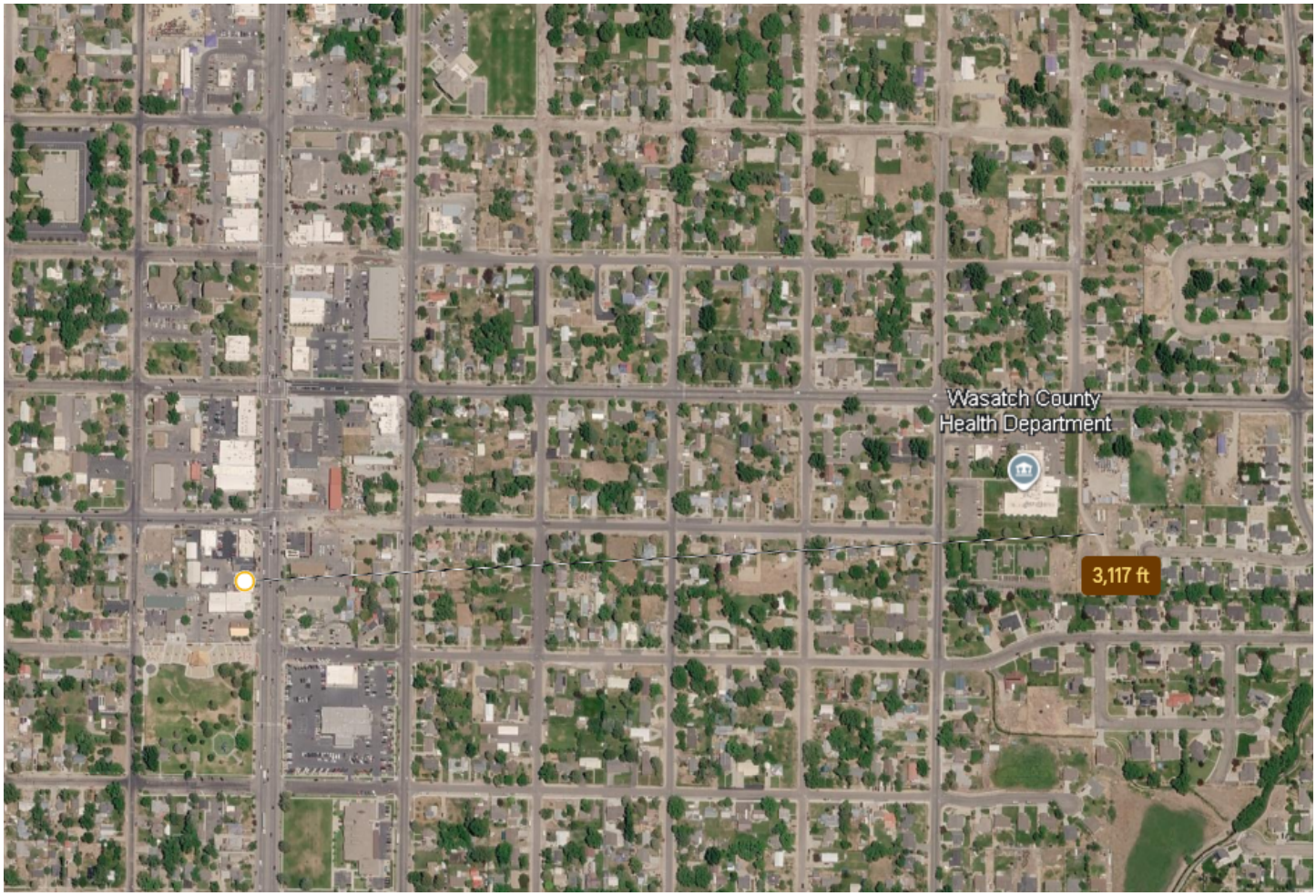
$582,000 total revenue

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 sitting, 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

HEBER CITY
EST 1889
PLANNING

Atlas Towers Rezone Request

Heber City Planning Commission

May 12, 2026

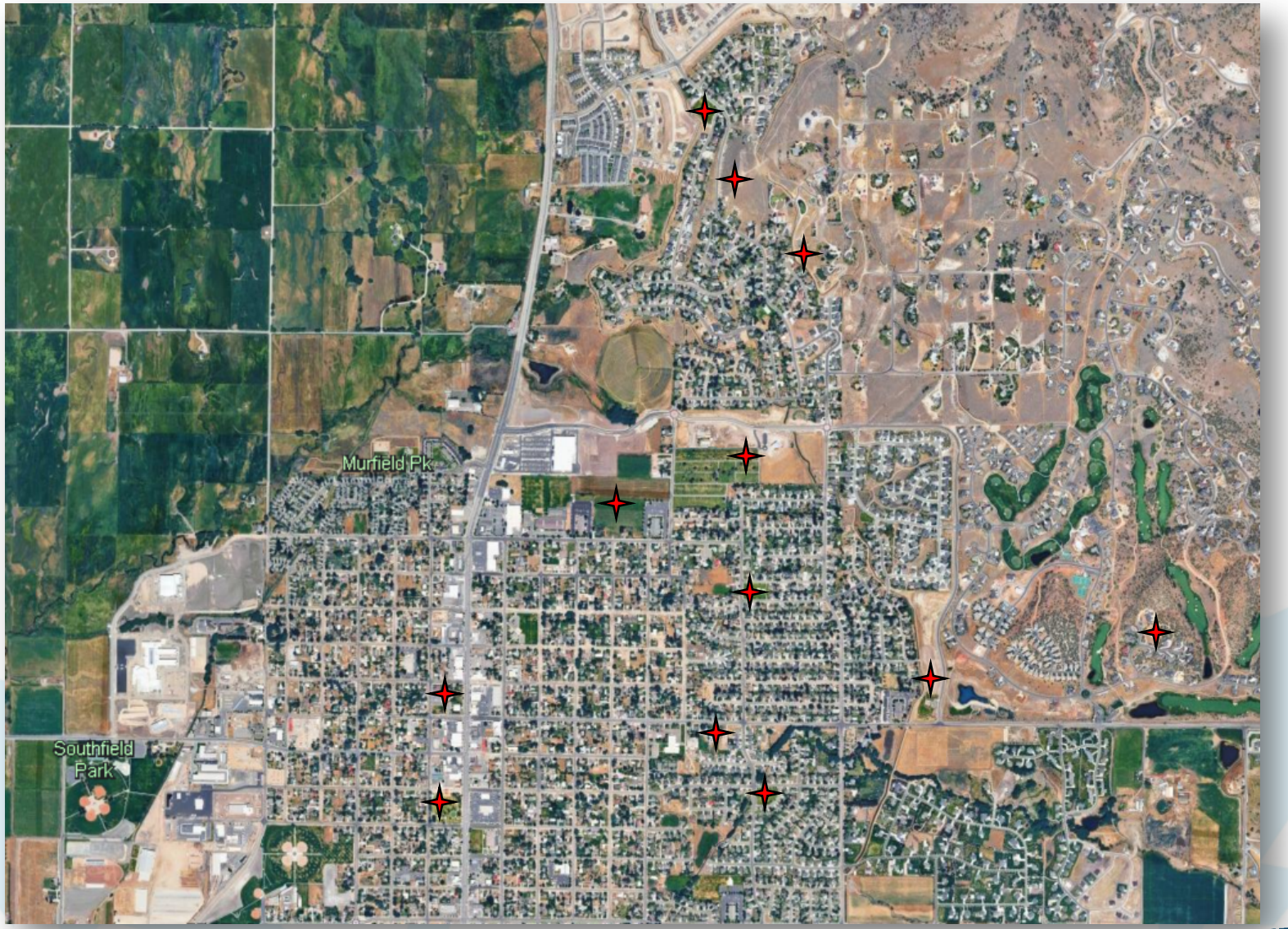
Why is this being considered?

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)



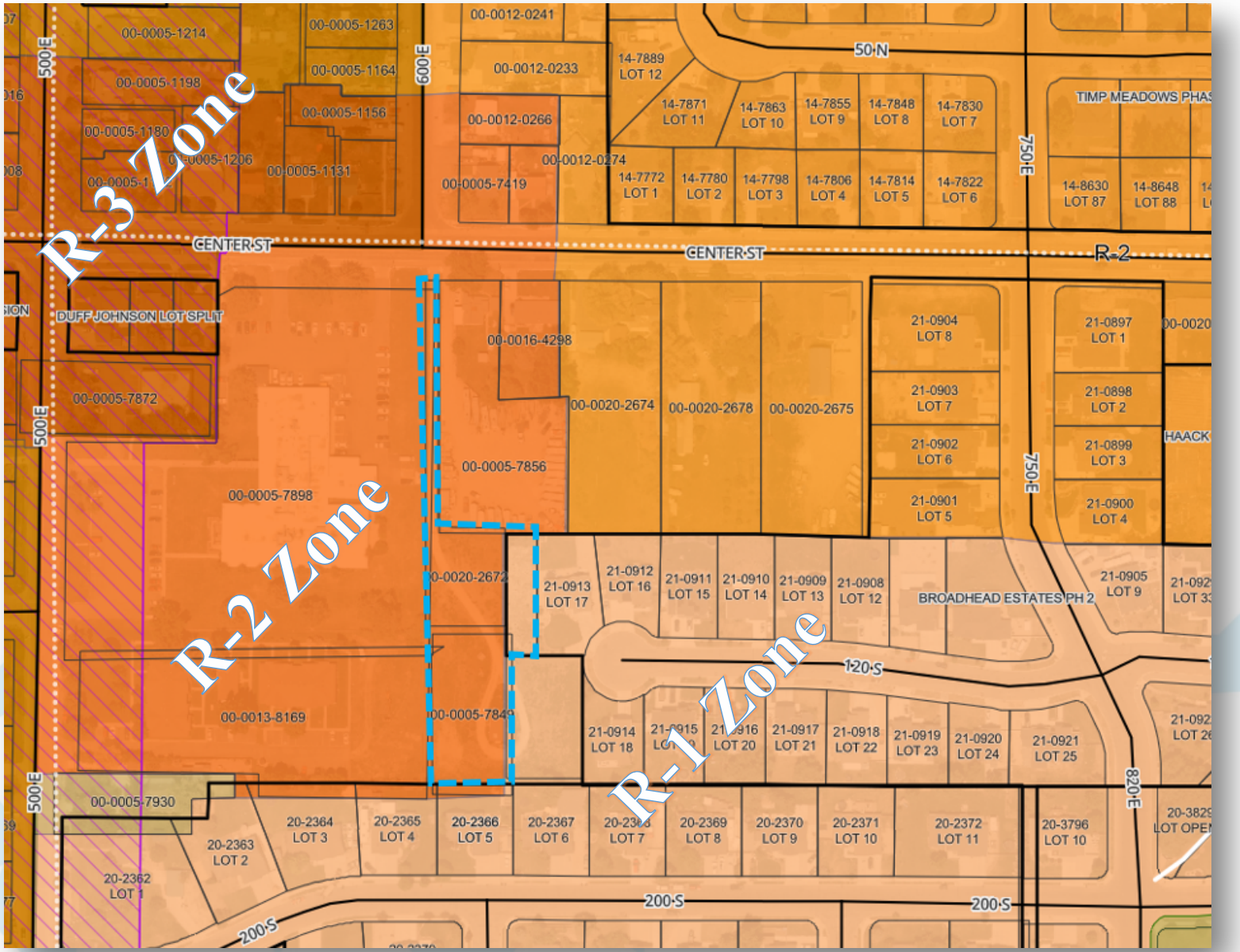
Key Contract Terms

- 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)

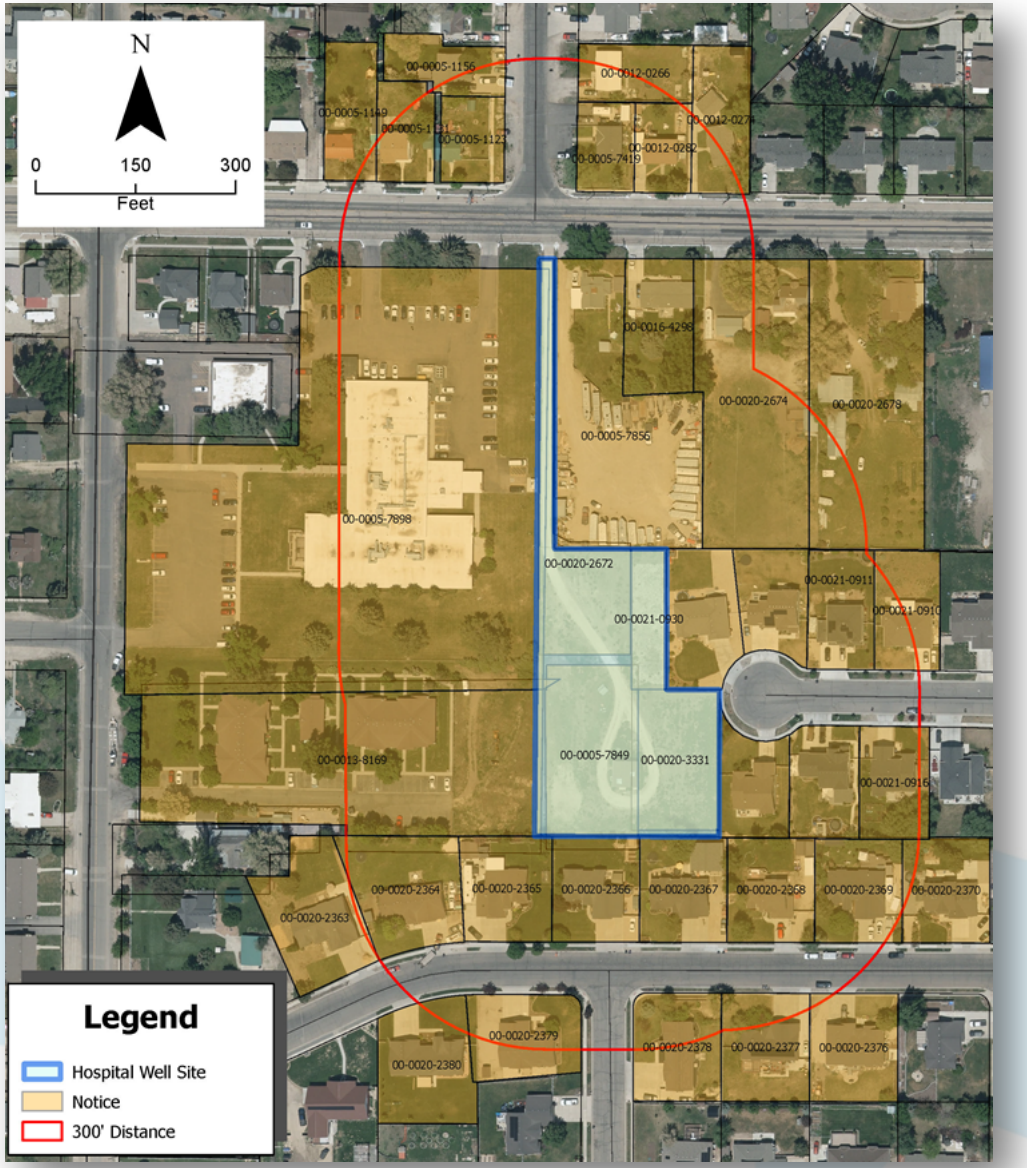
- Conditional Use
- Facility must accommodate at least 3 providers
- 65’
- 1 mile separation
- 10’ antenna height
- 115% height setback to lot residential lot line
- Painted/designed to blend with surroundings

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

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

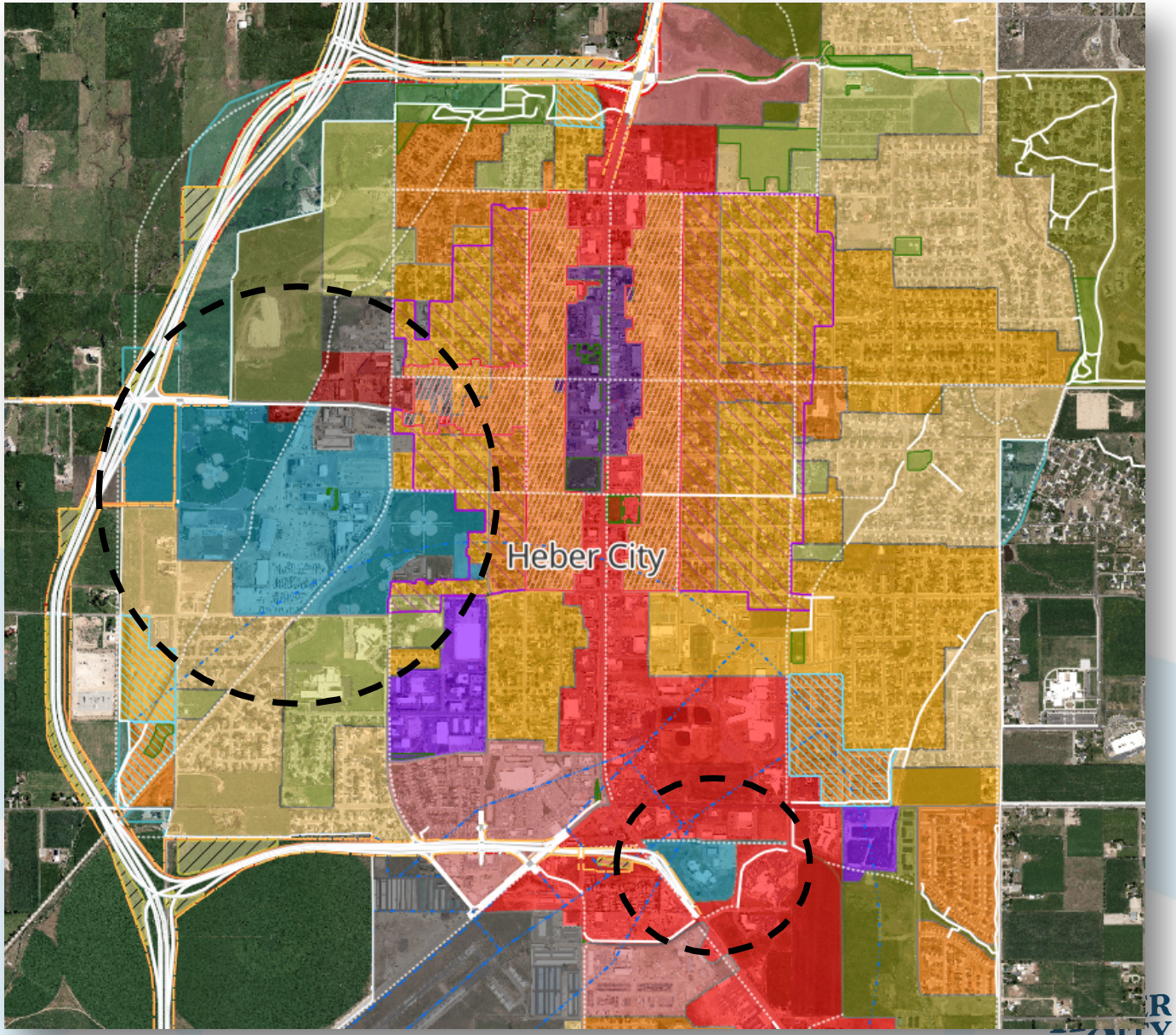
Rezone Process

- 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



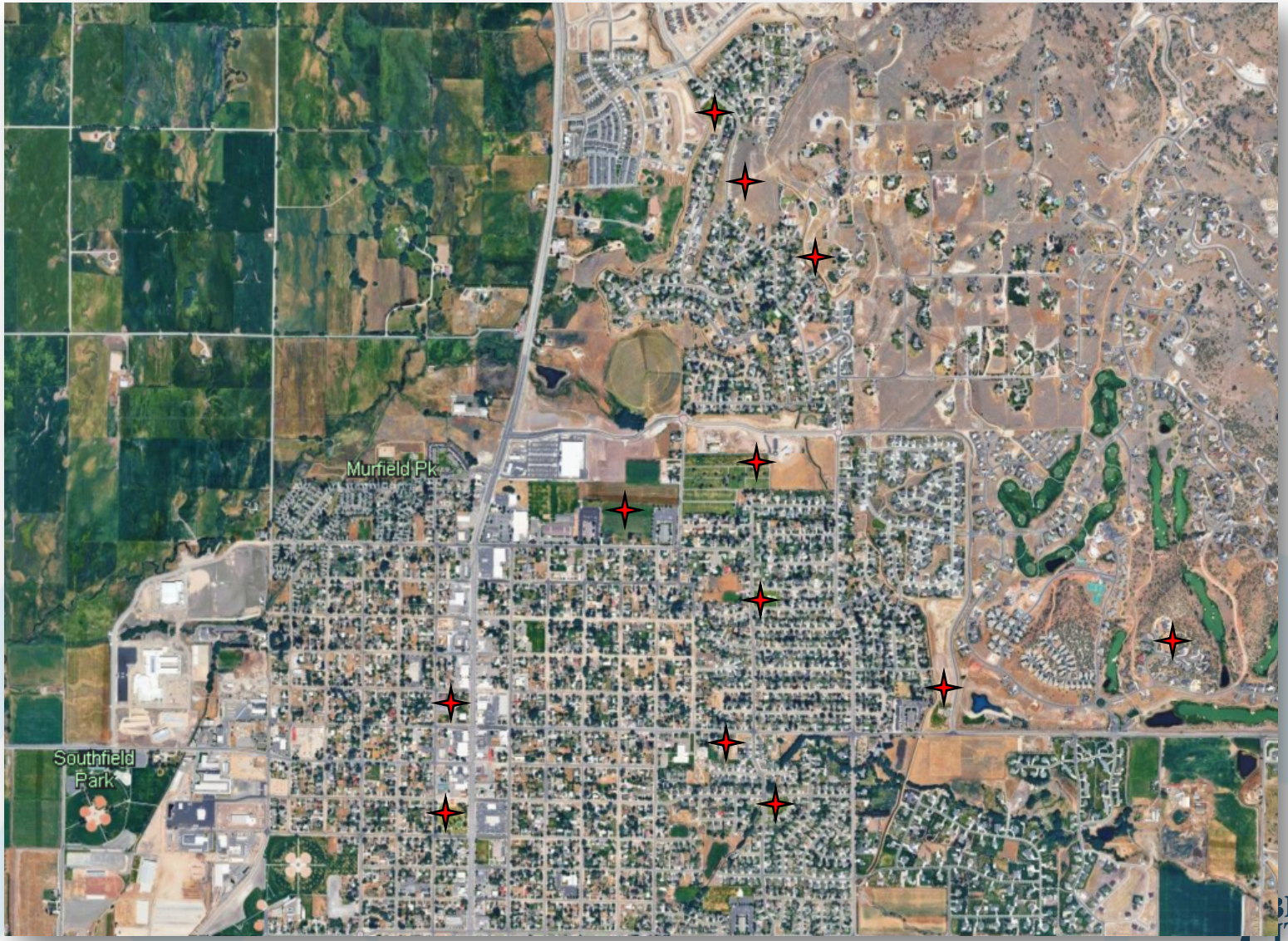
IPF Zone in Heber City

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?

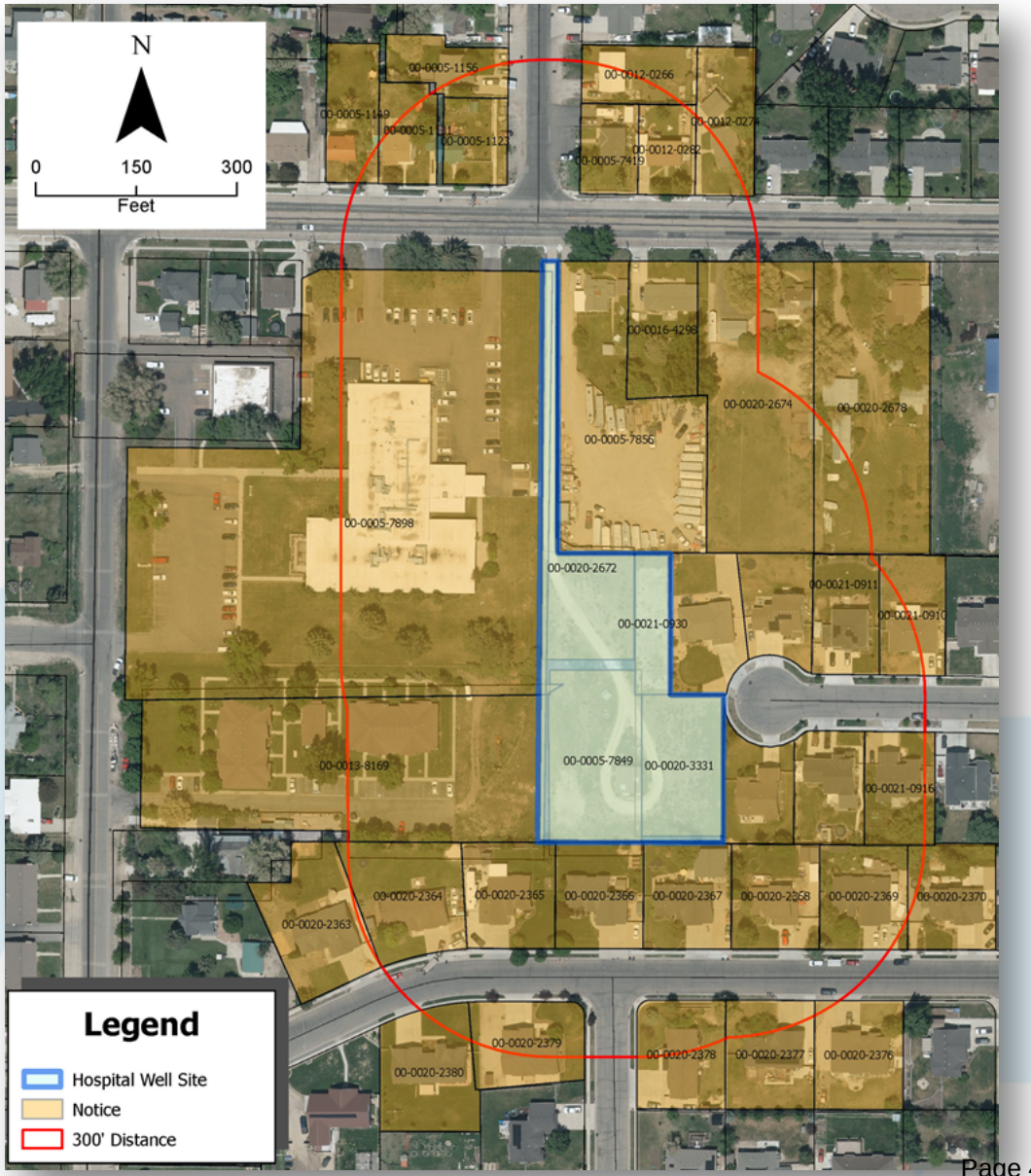
- In Utah, conditional uses are essentially permitted uses with conditions of approval meant to mitigate negative impacts of the use on the neighborhood. If the impacts can be mitigated, the City would be required to grant the Conditional Use.

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

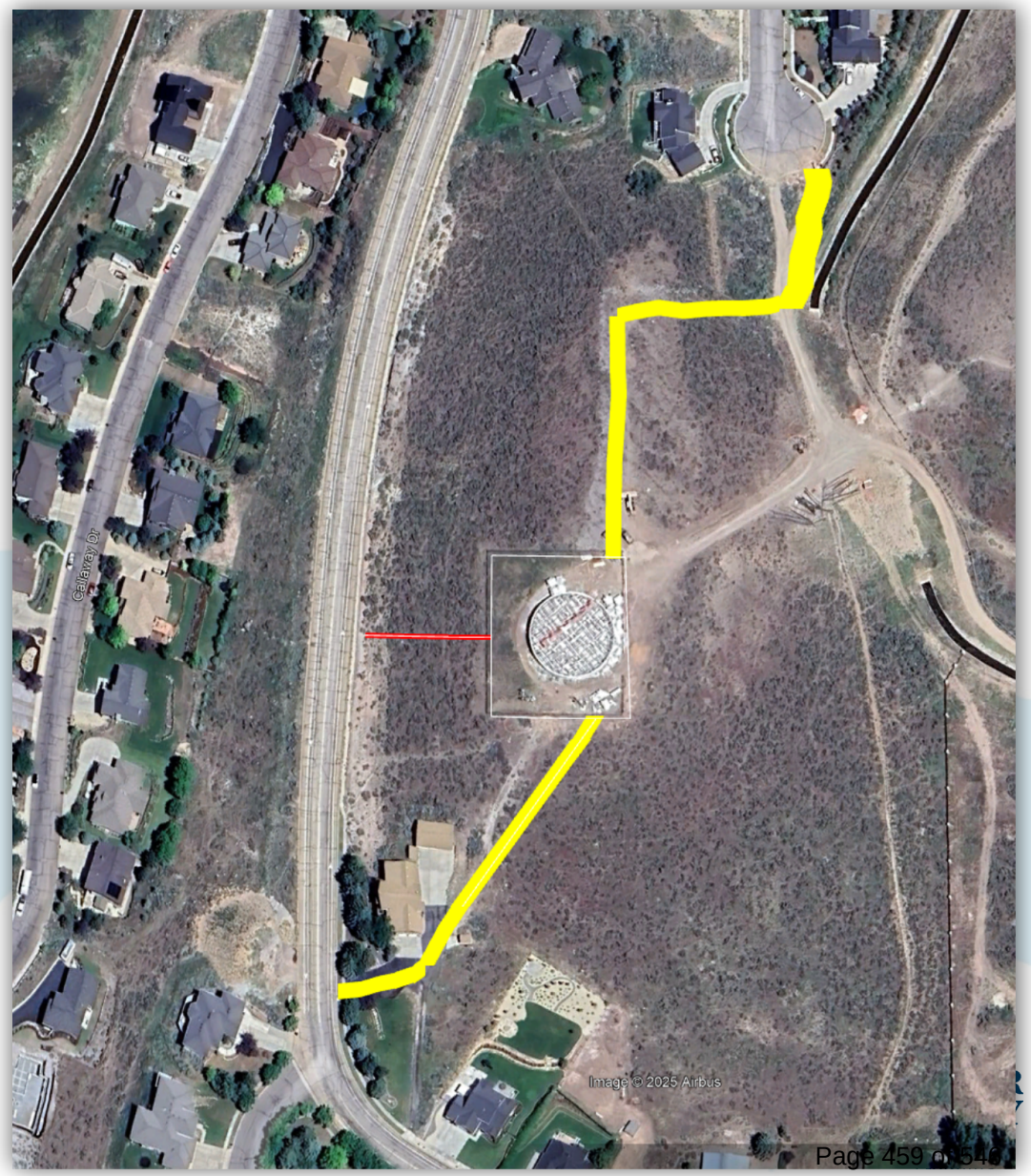
Why didn’t I get a notice letter?

- 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

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

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

ATLAS TOWER

Atlas Tower

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

Atlas Tower

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

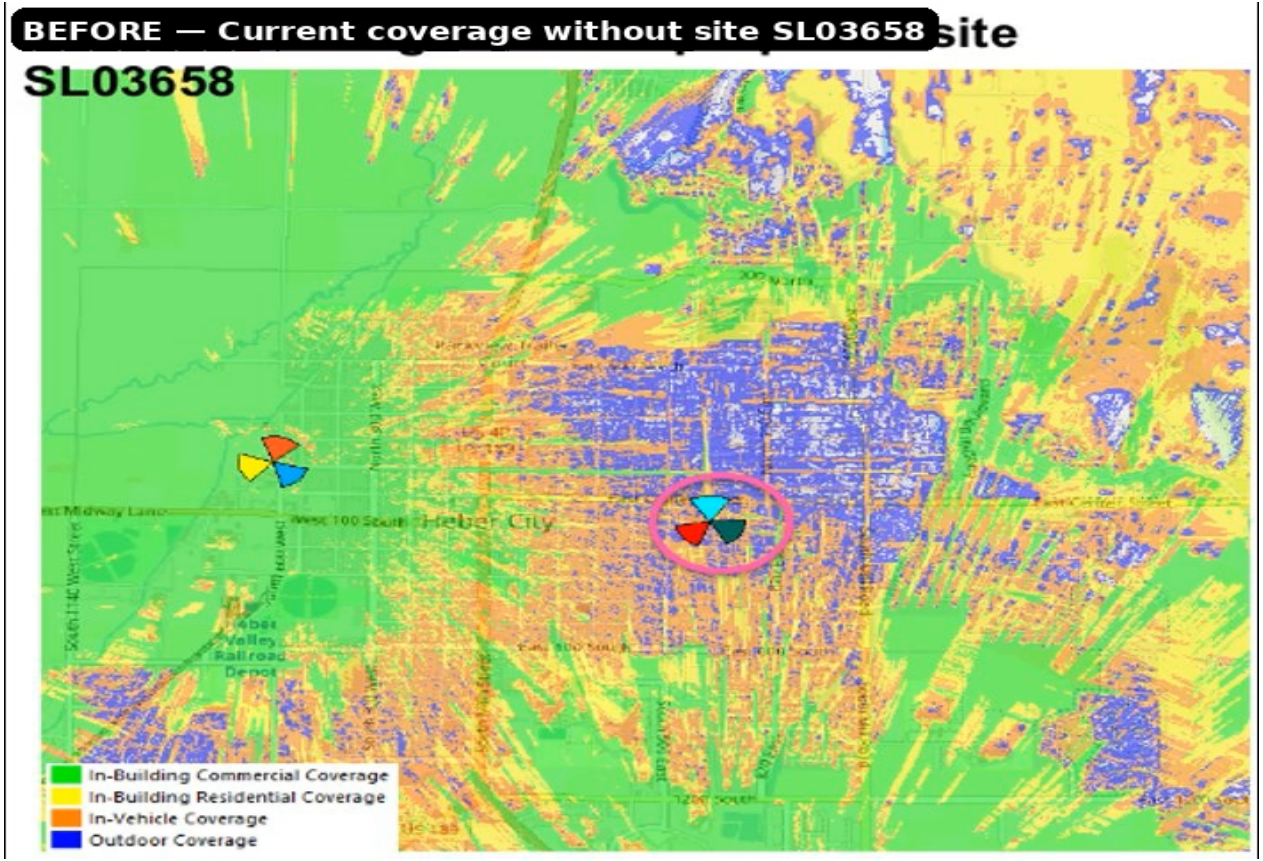
- Better coverage along US-40, US-189, and SR-113

Community Impact

- Enhances quality of life and supports long-term growth

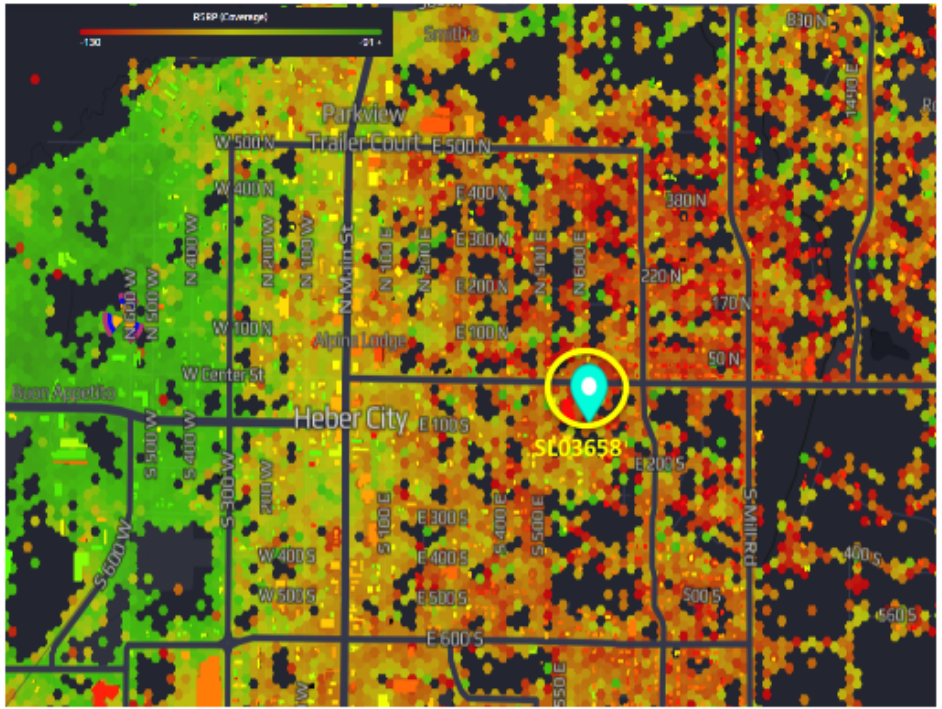
Atlas Tower

Coverage



Atlas Tower
Coverage

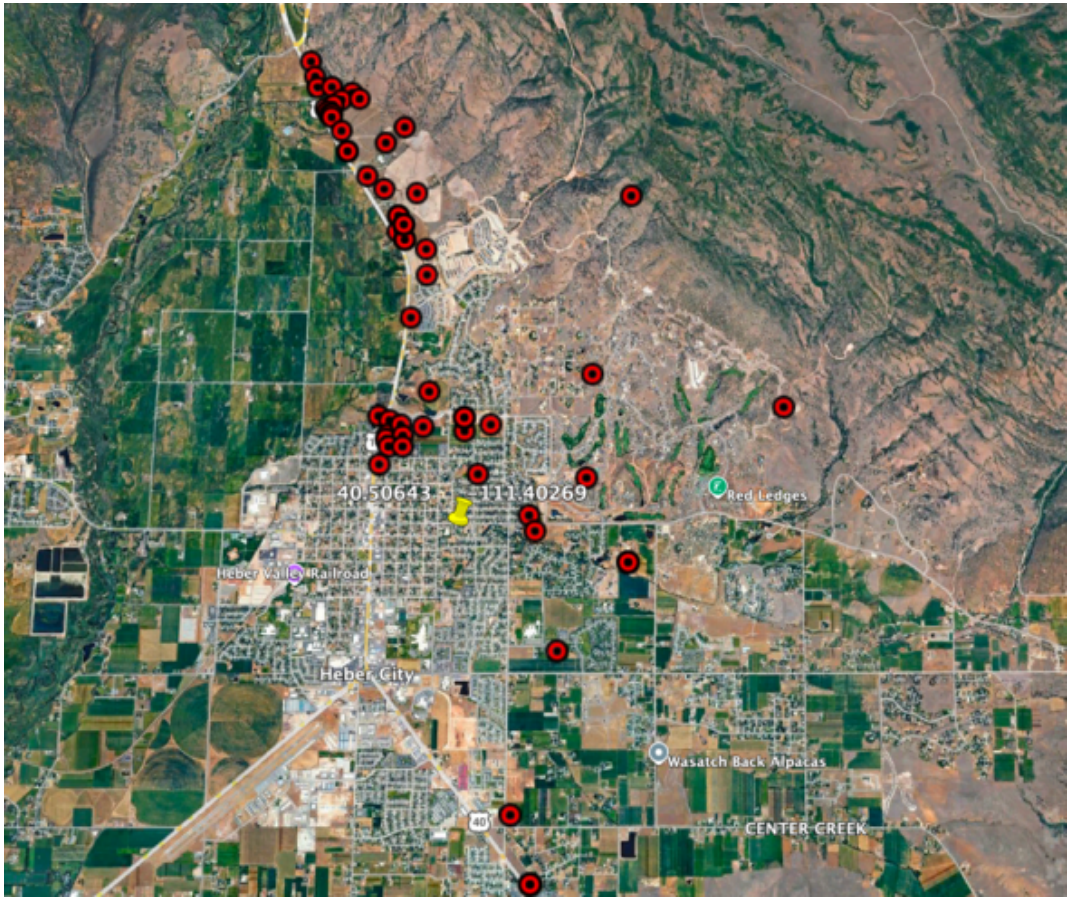
Actual Customer level Experience in Heber area



Atlas Tower

Site Selection

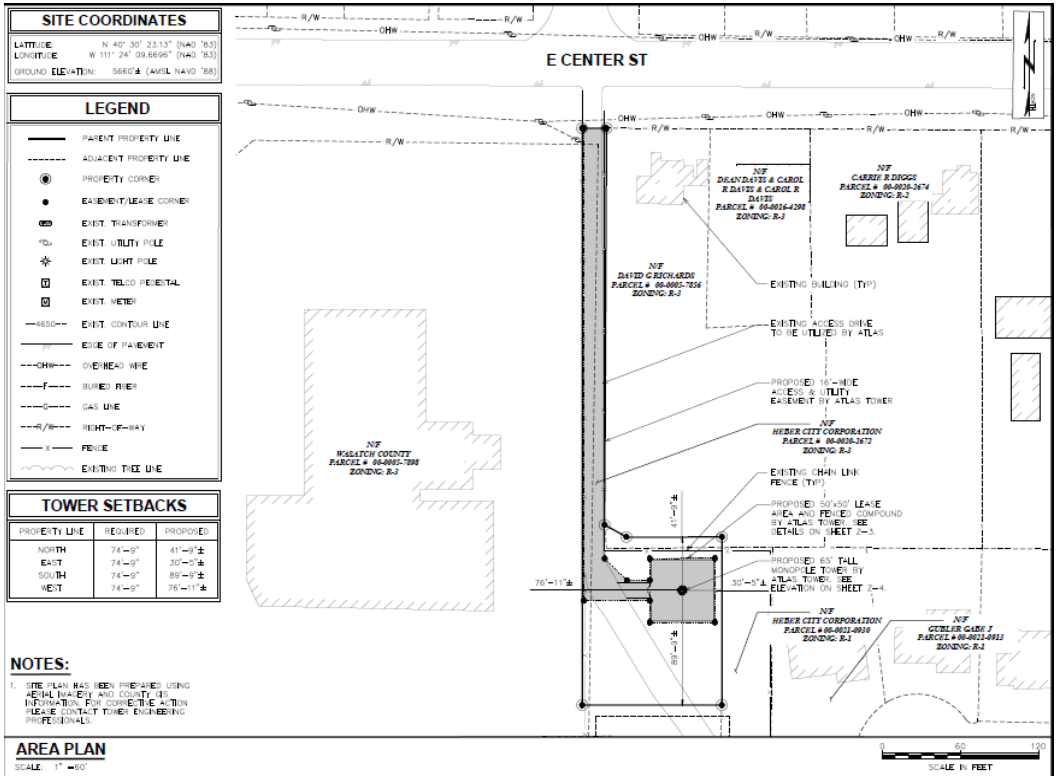
- Carrier determines the area
- Carrier contacts a tower builder
- City Code reviewed to identify location
- Adequate utilities and access
- Contact property owners to lease space
- **Red dots**, the number of alternative parcels attempted



Atlas Tower
Site Location

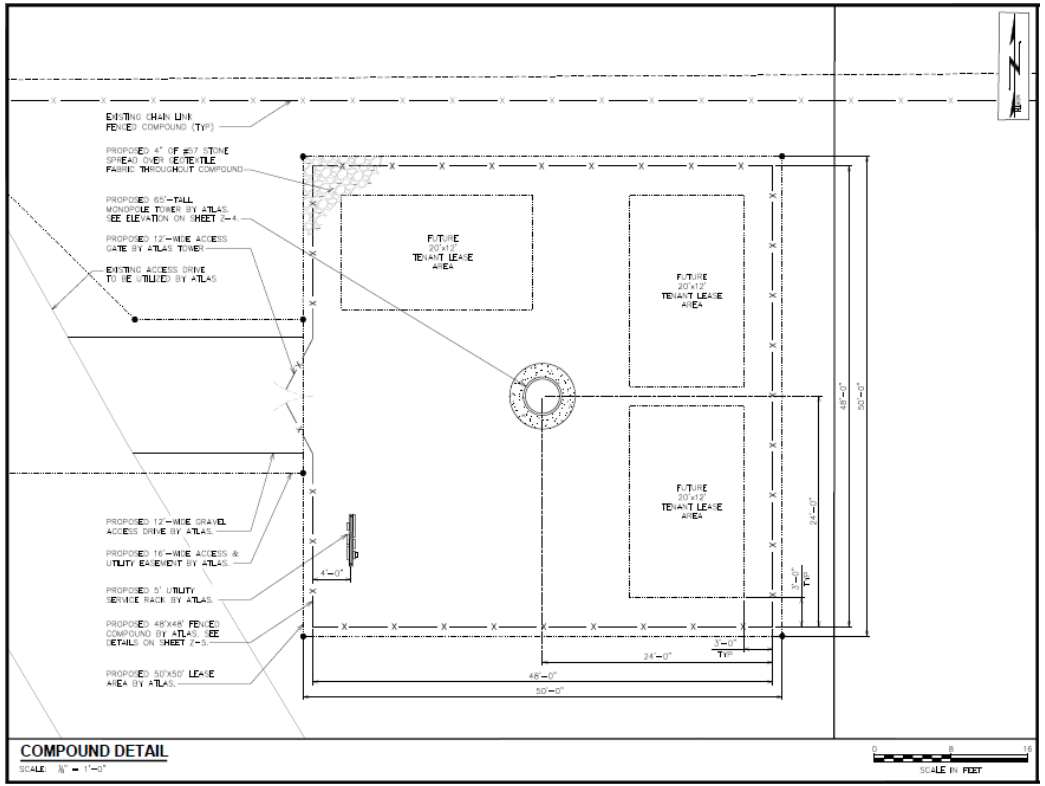
Atlas Tower

Site Plan & Layout



Atlas Tower

Site Plan & Layout



Atlas Tower
FCC Regulations

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

Atlas Tower

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

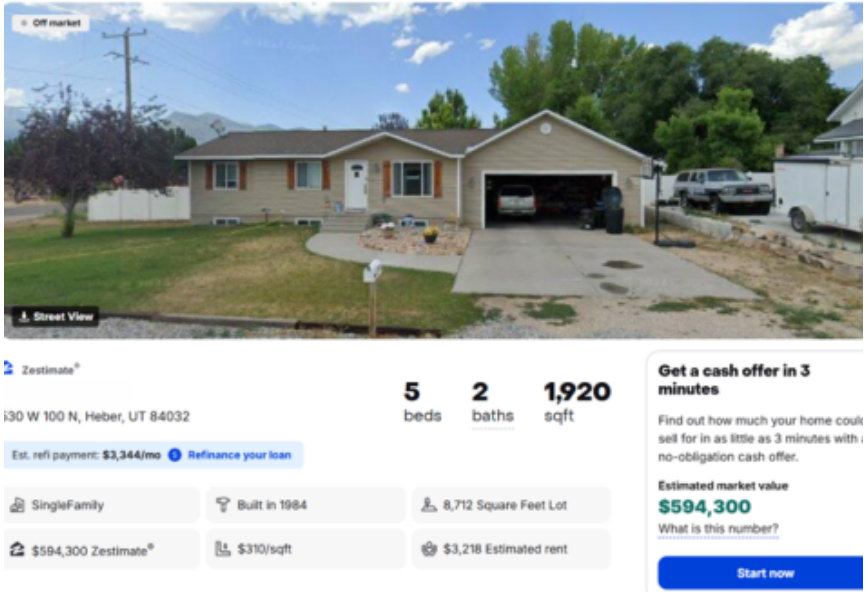
- ✔ School quality
- ✔ Neighborhood demand
- ✔ Home condition & upgrades
- ✔ Access to jobs & transportation

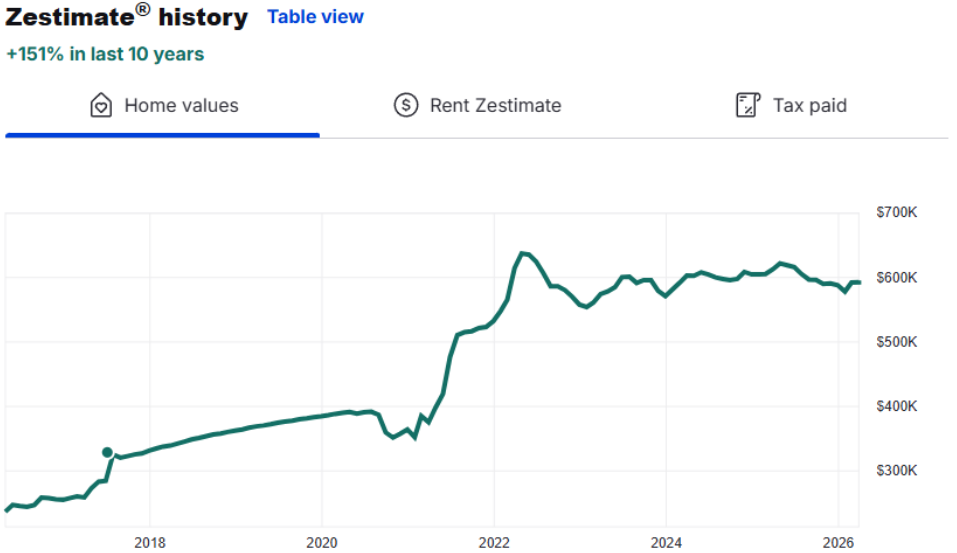
Market Shift You Can't Ignore

- 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

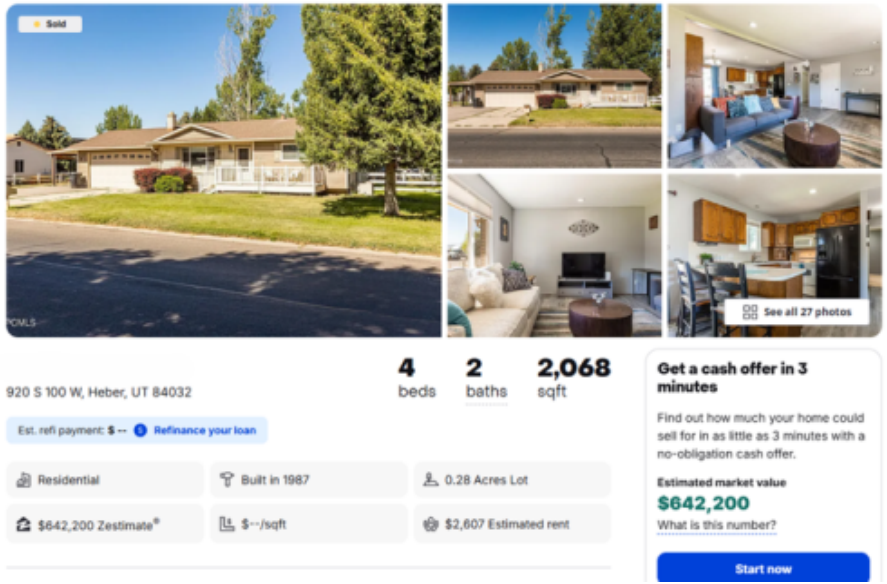
Property Values

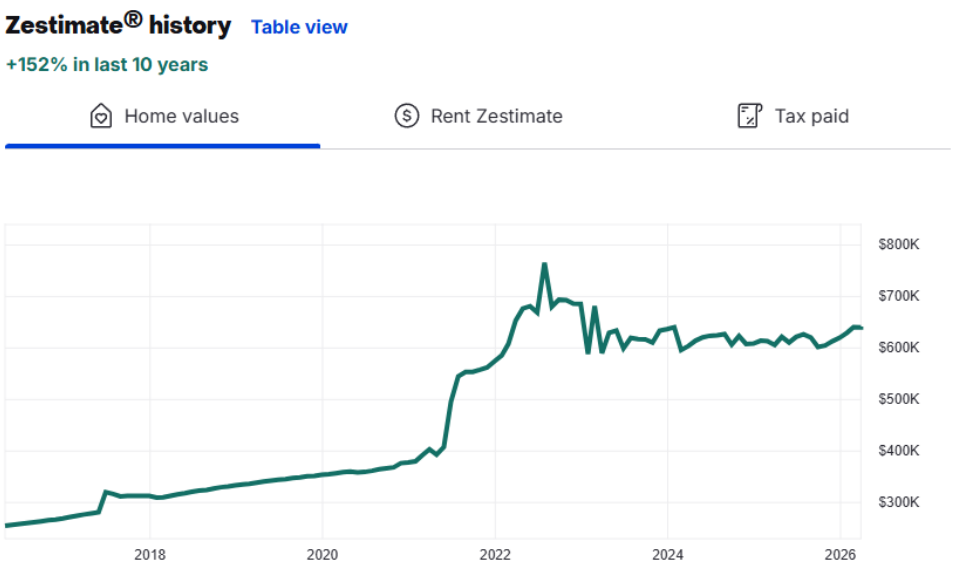




Atlas Tower

Property Values





Atlas Tower

Property Values

Atlas Tower

Property Values

Zestimate®

113 W 200 S, Heber, UT 84032

-- beds -- baths 3,443 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

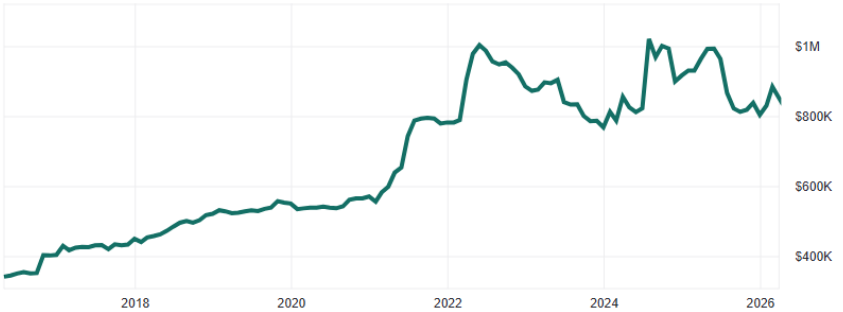
What is this number?

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: $3,669/mo Refinance your loan

SingleFamily | 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

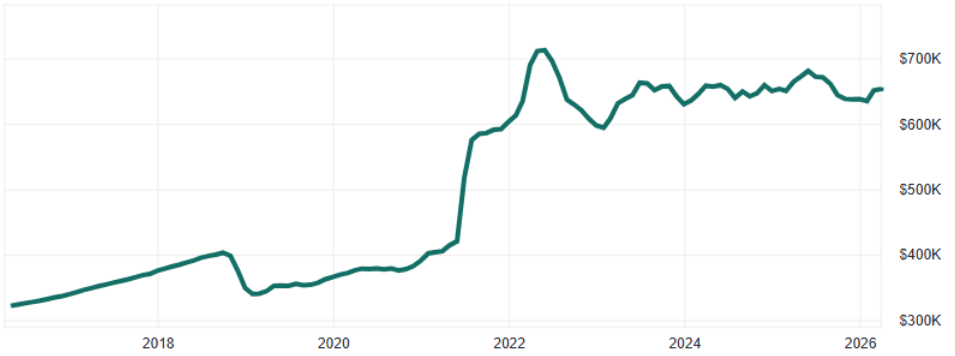
What is this number?

Start now

Zestimate® history Table view

+103% in last 10 years

Home values | Rent Zestimate | Tax paid



Atlas Tower

Photo Simulations

EXISTING VIEW: LOCATION 1

ATLAS TOWER

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

Atlas Tower

Photo Simulations

PROPOSED VIEW: LOCATION 1

Atlas Tower

Photo Simulations

EXISTING VIEW: LOCATION 2

Atlas Tower

Photo Simulations

PROPOSED VIEW: LOCATION 2

ATLAS TOWER

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

Atlas Tower

Photo Simulations

EXISTING VIEW: LOCATION 3

ATLAS TOWER

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

Atlas Tower

Photo Simulations

PROPOSED VIEW: LOCATION 3

Atlas Tower

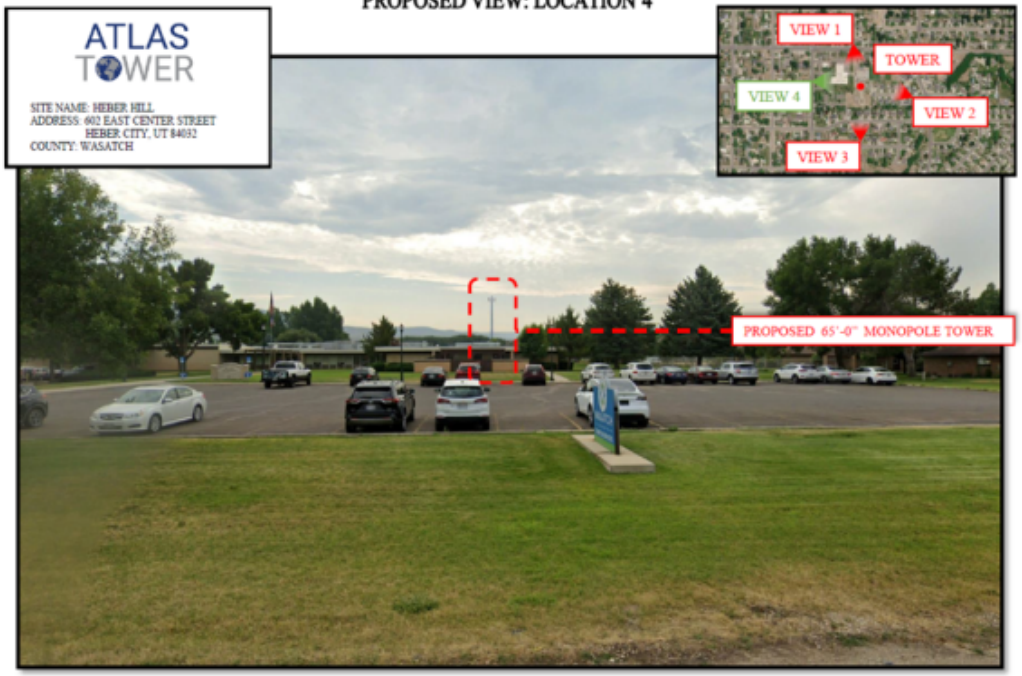
Photo Simulations

EXISTING VIEW: LOCATION 4

Atlas Tower

Photo Simulations

PROPOSED VIEW: LOCATION 4



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

Atlas Tower

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 the 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, 2026z 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 AtlasTowers and only some people received a public hearing notice with the wrong date for the

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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-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 devistating 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 the want to live with deceased 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 communities 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.

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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 (5^{th}) 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 liable 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.

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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]**

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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

Landlord: HEBER CITY CORPORATION

Sign: Signed by: Trina Cooke CB019A1A3164422...

Name: Trina Cooke

Title: City Manager

Date: 3/2/2026

Tenant: ATLAS TOWER 1, LLC:

Sign: DocuSigned by: Helmundt Strumpher 5C579E2FA4AD44B...

Name: Helmundt Strumpher

Title: COO

Date: 2/18/2026

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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]

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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:

_____

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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:

_____

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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 +/-

Docusign Envelope ID: 0D51806F-7970-49BB-ABEC-55D0AD70E0D2

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 Radma	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. Swea	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).

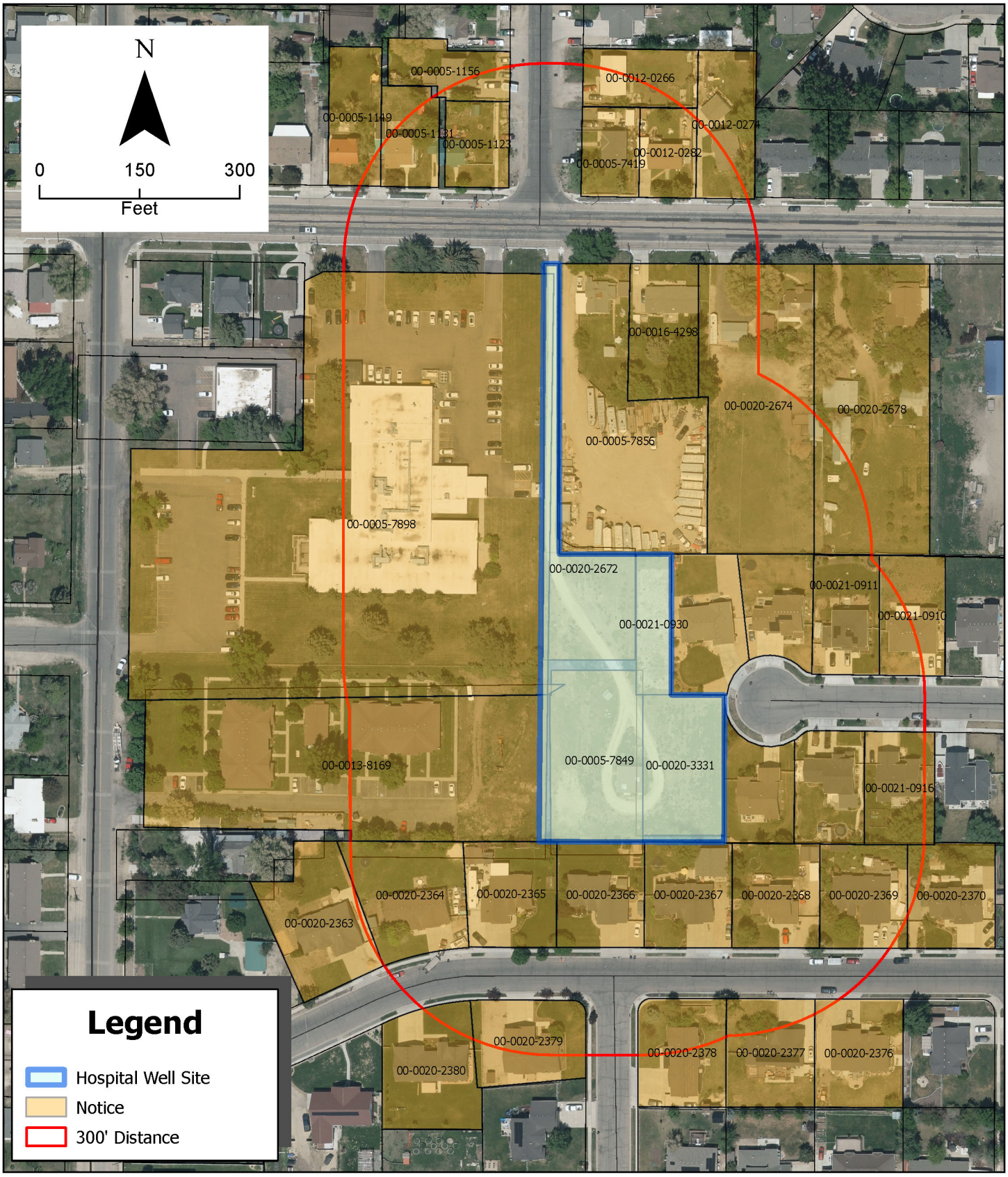
3) All those interested are invited to attend this Public Meeting. Any questions or concerns about the proposed Zone Change can be addressed to Tony Kohler @ tkohler@heberut.gov, or call the Heber City Planning and Zoning Office at (435) 654-4830.

4) Please see the project map and Public Hearing instructions enclosed.

Sincerely,

Heber City Corporation

Meshelle Kijanen
Planning Department Administration



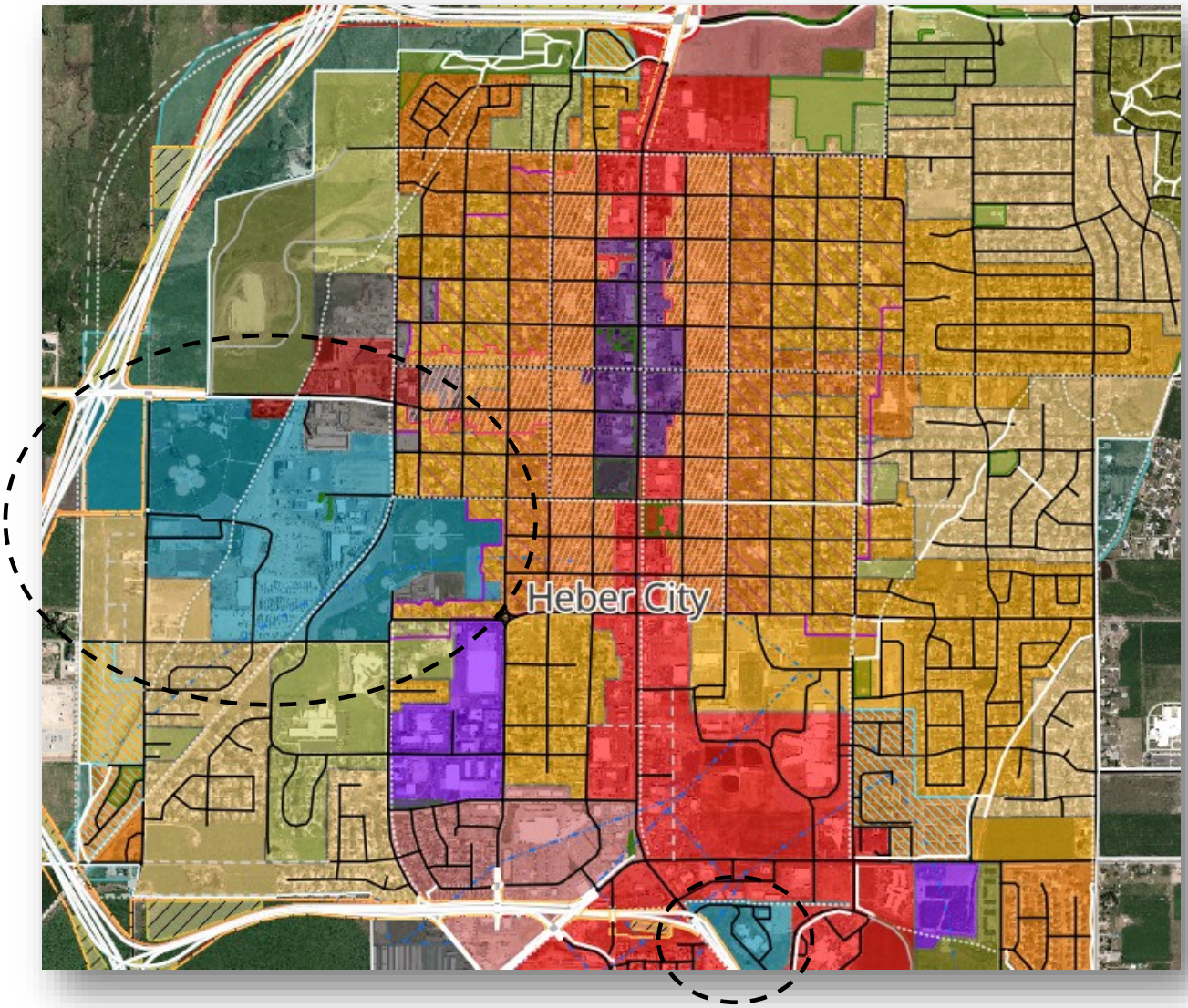
HEART OF THE WASATCH BACK
HEBER CITY
EST 1889

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-l 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-l 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-l 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 sitting, 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 he 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

Telecom Uses	C-2	C-3	C-4	MURCZ	NVOZ	I-1	I-2	BMP	IPF	Limitations
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

Telecom Uses	**R-1**	**R-2**	**R-3**	**PC**	**MCZ**	**A-2**	**RA-1**	**RA-2**	**Limitations**
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

Amended by Ord. 2022-28 on 10/18/2022
Amended by Ord. 2025-13 on 6/17/2025

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

Heber City Council Staff Report

MEETING DATE: 6/2/2026
SUBJECT: Chad Marsing Zone Change Fee Reduction
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Chard Marsing has applied for a Zone Change to apply the Central Heber Overlay Zone to his property located at 205 N 600 W and is requesting a fee reduction from the $5,300 zone change fee. The policy questions are as follows"

1. Should the Council Reduce the Fee as requested?
2. Should there be a reduced zone change fee for CHOZ zone changes to incentivize redevelopment?

RECOMMENDATION

Staff is recommending the Council reduce the fees to $2,000 for Mr. Marsing.

BACKGROUND

Chard Marsing has applied for a Zone Change to apply the Central Heber Overlay Zone to his property located at 205 N 600 W and is requesting a fee reduction from the $5,300 zone change fee. Mr. Marsing's property is 1.012 acers in size. Mr. Marsig feels that the $5,300 fee is too steep for a property of his size and location.

Mr. Marsing approached the Council during the public comment period at the May 19th meeting. Council Directed staff to calculate a recommended cost to do the zone change and bring it back at the next meeting.

DISCUSSION

Zone Change Fee

The current fee for a zone change is $5,300, of which $3,000 is a fixed admin fee and $2,300 is an escrow fee. The admin fee was calculated to determine the base set costs to process the application. The escrow fee is then used to pay the planner, engineer, and attorneys to work on the application and associated agreements. This was done to insure that large projects that required many meetings and lengthy negotiations would pay for their costs. If the escrow did not cover the time, then the applicant would be billed for the additional time. Whatever was left over would be returned to the applicant.

Mr. Marsing's Fee

Staff has calculated that a small zone change, just applying the CHOZ, no development agreement, and the small number of property owners required to be noticed, we could get our base fee down to $2,000.

Economic Development and Redevelopment Incentive

If the Council does feel that they would like to incentivize zone changes to the CHOZ for small properties that are on the border of the CHOZ, staff can calculate a reduced fee for these type of rezones. The fee could be somewhere between $1,000-$2000. This would be an intentional subsidy to encourage or incentivize the zone changes to CHOZ. If this is to be explored, staff would recommend defining a boundary (map) or standards (properties 2 acres or less) for the use of this fee.

FISCAL IMPACT

This will reduce the fee from $5,300 to $2,000.

CONCLUSION

Staff is recommending the Council reduce the Fee for the Marsing Zone change to $2,000 as the property is small and there is no proposed development agreement with the zone change. Additionally, staff is asking if the council wants to pursue a reduced fee for similar zone changes to the CHOZ to incentivize redevelopment?

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the Marsing Zone Change Fee reduction to $2,000.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

None