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

August 4, 2026

5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

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

1. Villa 2 and Regal Homes amendment to Sawmill Phase 4B Development Agreement (Tony Kohler, Community Development Director) - *25 min*
2. Celebration Workforce Housing (Tony Kohler, Community Development Director) - *25 min*

II. BREAK - 10 MIN

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

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

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayoral Proclamation for the Commitment to Volunteerism

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. July 21, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

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

VIII. GENERAL BUSINESS ITEMS:

1. Heber Valley Corridor EIS (Environmental Impact Statement) Project Update (UDOT) - *30 min*
2. General Engineering Project Updates (Russ Funk, City Engineer) - *20 min*
3. Cemetery Master Plan Update (Matthew Kennard, Public Works Director) - *30 min*

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

1. Ordinance 2026-14 Amending Section 10.16.010 in the Heber City Code: Unlawful to Disobey Parking Regulations (J. Mark Smedley, Asst. City Manager) - *30 min*

2. Approve Engineering Service Agreement for Ardurra as the Airport Engineer of Record (Adam Bunker, Airport Manager) - *20 min*

X. COMMUNICATION:

XI. CLOSED MEETING:

1. For the Purpose of Discussing Pending or Reasonably Imminent Litigation (Jeremy Cook, City Attorney)

XII. 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 July 30, 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: 8/4/2026

SUBJECT: Villa 2 and Regal Homes amendment to Sawmill Phase 4B Development Agreement

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

On February 17, 2026, the City Council met with Villa Two LLC and discussed a potential amendment to the Sawmill Development Agreement. Minutes from that meeting are available at the following link: https://hebercityut.portal.civicclerk.com/event/420/files/agenda/1342.

Dade Rose with Regal Homes, and Bryan Williamson and Jeff Larsen of Villa Two LLC, each have a claim to ownership of the same property and are proposing an amendment that will allow them to proceed with development of the property with some additional density. The two parties have met and have come to an agreement they would like to present to the City Council.

The policy question for the City Council includes:

- Are the proposed terms of the draft development agreement amendment acceptable to Council?

No action is requested from the Council. The petitioners will need to return at a future Council meeting to request action on the item.

RECOMMENDATION

Staff recommends Council provide feedback to the petitioners on the draft development agreement amendment.

BACKGROUND

Regal Homes entered into a development agreement with Heber City in 2023 to incorporate the Earnshaw property into the Sawmill Master Plan. This granted 5 lots to the property and a requirement for a public Park to be dedicated to Heber City. Unbeknownst to Regal Homes, the property during that time was sold to Villa Two LLC. Villa Two LLC's ownership of the property makes it impossible for the execution of the 2023 development agreement as originally intended.

Sawmill Addendum #2 between Regal Homes & Heber City

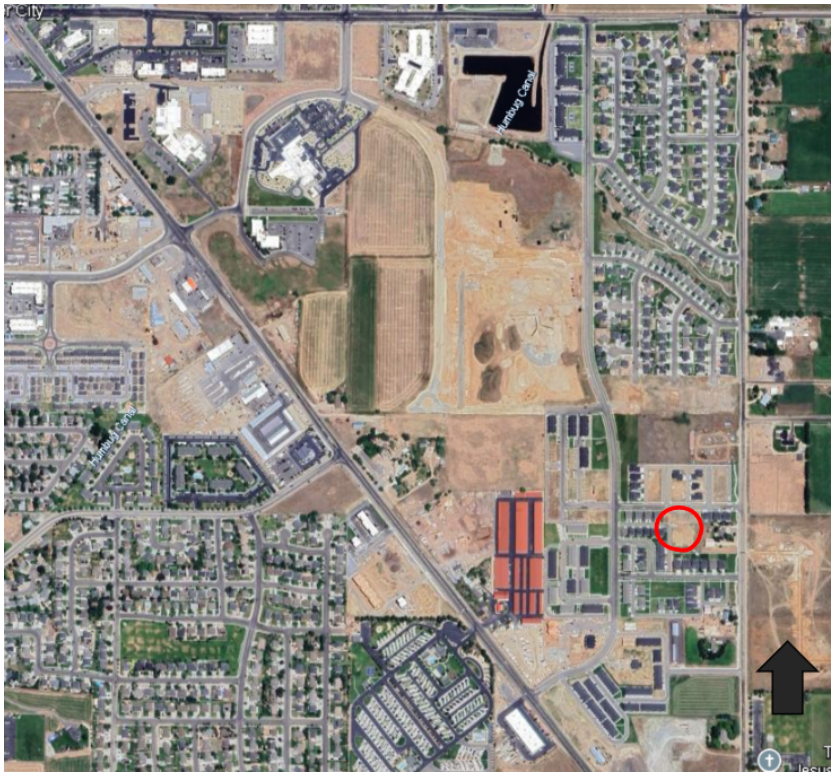
- Incorporated Earnshaw Property into Sawmill Master Plan
- Permitted 5 dwelling units
- Required dedication of Improved 0.797 acre park to Heber City

Villa Two LLC acquired that same property on December 30, 2020 from Ridgepoint and did not know about Addendum #2. Regal Homes pursued the Addendum in good faith that it would be acquiring the property from Ridgepoint and could represent itself as the future owner of the property and party to Addendum #2.

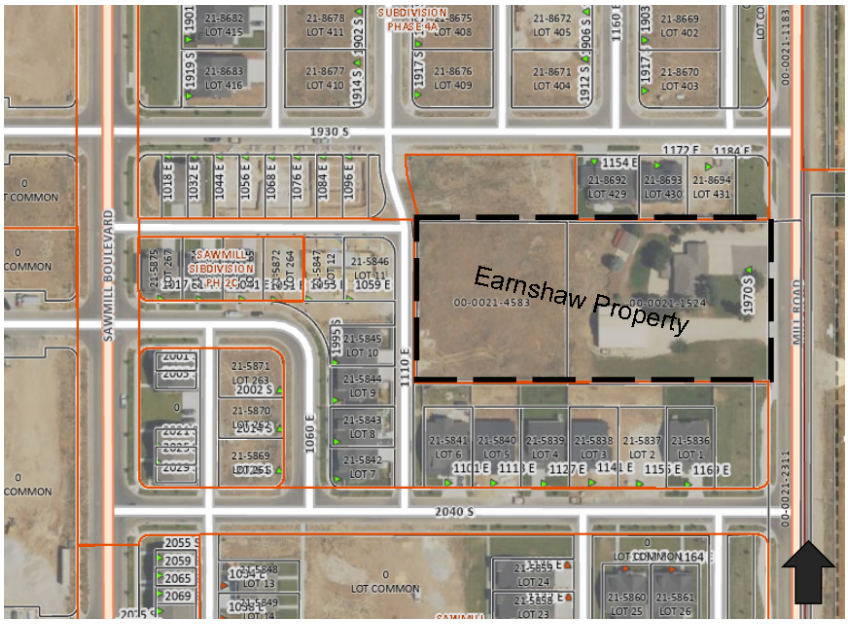
Villa Two LLC IS not a party to Addendum #2:
• Owns a portion of the future park
• Owns the area where 4 of the 5 lots are to be situated

Regal Homes, a party to Addendum #2:
• Owns the area where 1 of the 5 homes are to be situated
• Only owns a portion of the future park

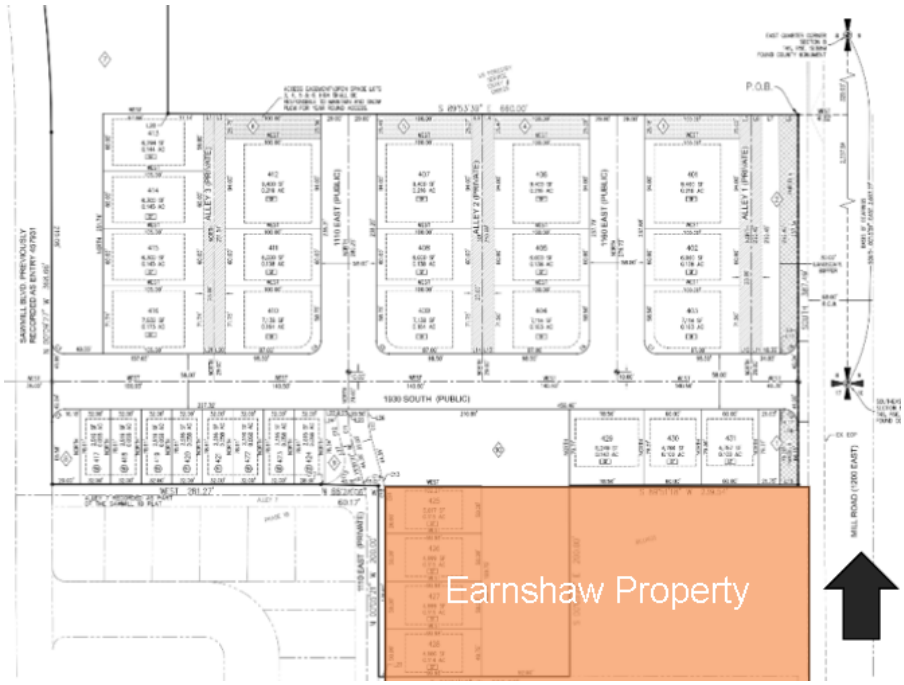
VICINITY MAP



EARNSHAW PROPERTY



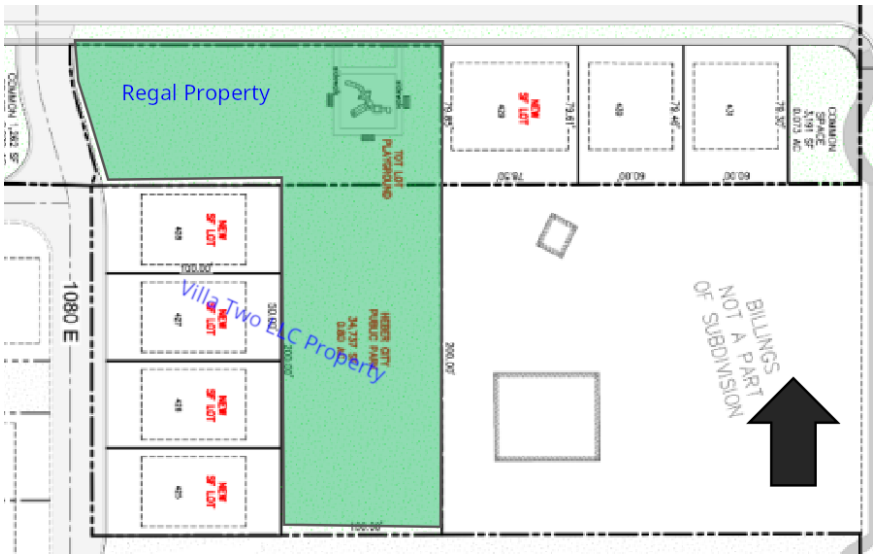
DEVELOPMENT AGREEMENT & EARNSHAW PROPERTY



DISCUSSION

In February, Council expressed interest in working with the property owners but also expressed concern about density and open space. Regal and Villa Two are proposing 2 additional residential units and make the case that the total number of residential units in Sawmill is still significantly less than the original 620 units for the Sawmill Master Plan. Additionally, they argue the 2 new residential units allow them partially recapture their losses in this property transaction. The "L" shaped open space becomes a rectangular open space with this proposal and should likely be private open space instead of public open space given its decreased size.

2023 APPROVED DEVELOPMENT



2026 PROPOSED DEVELOPMENT

FISCAL IMPACT

None.

CONCLUSION

The proposed agreement between Heber City, Regal Homes and Villa Two LLC would designate a residential density of 6 units plus private open space.

Pros to the agreement:
1. Provides a path forward to develop the property, given challenges with property ownership.
2. Promotes an undeveloped property in the neighborhood to be cleaned up and developed.
3. Promotes open space in the neighborhood.
4. Density is still lower than originally approved for the Sawmill development.

Cons to the agreement:
1. Adds 2 additional residential units to that originally approved for the Sawmill Phase 4B

development.
2. Open space is slightly smaller than originally approved for the Sawmill Phase 4B development.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Addendum No. 3 to Sawmill MDA (2026.07.24)

WHEN RECORDED RETURN TO
Heber City Attorney
75 North Main Street
Heber City, Utah 84032

ADDENDUM NO. 3 TO
SAWMILL PLANNED COMMUNITY
MIXED-USE DEVELOPMENT AGREEMENT

This *Addendum No. 3 to the Sawmill Planned Community Mixed-Use Development Agreement* ("**Addendum**") is made as of the date last executed below by and among Heber City, a municipal corporation and political subdivision of the State of Utah ("**City**"), Regal Homes, LLC, a Utah limited liability company ("**Regal**") as the successor in interest of Ridgepoint Manager Group, LLC, and Villa Two, LLC, a Utah limited liability company ("**Villa Two**") and title holder of the Earnshaw Property described below.

RECITALS

A. On or about January 3, 2018, City, Ridgepoint Management Group, LLC (Ridgepoint), Tioga Funding Real Estate Group, LLC (Tioga), and Tingey Real Estate LTD (Tingey), entered into that certain *Sawmill Planned Community Mixed-Use Development Agreement* ("**Development Agreement**").

B. The real property located in Wasatch County, Utah, which is encumbered by the Development Agreement ("**Property**") is identified with particularity on **Exhibit A**, hereto.

C. The Development Agreement was recorded in the real property records of Wasatch County, Utah, on or about March 6, 2018, as Entry No. 449000, in Book 1216, page 1644-1723.

D. The Development Agreement was modified on January 4, 2022 and recorded in the real property records of Wasatch County, Utah, on June 15, 2022, as Entry No. 520918, in Book 1412, page 1577-1590, by and between the City and Bird Homes, a successor to Ridgepoint. This modification changed the original approved number of dwelling units for the Sawmill Master Plan from 622 to 592.

E. On April 18, 2023, pursuant to Heber City Ordinance No. 2023-15, the Heber City Council and Regal Homes L.C. and its affiliate Regal Windflower 4, LLC ("**Regal Windflower 4**") approved Addendum No. 2 to the Development Agreement that (i) incorporated the 0.85 acres of the Earnshaw Property described and shown in **Exhibit B** into the Sawmill Master Plan, (ii) amended Section 5 of the Development Agreement to permit an additional five (5) dwelling units (four of the five which were approved to be located on the Earnshaw Property as future lots Nos. 425 - 428, and one of the five which was approved to be located on the adjacent Windflower 4 property as Lot No. 429 with a street address of 1154 E. 1930 S. which dwelling unit has been built, sold and is presently occupied) increasing the total permitted dwelling units in the Sawmill Master Plan to be 597, and (iii) approved Regal's construction and dedication to the City of a public park upon part of the Earnshaw Property and part of the adjacent Regal Windflower 4 property owned by Regal Windflower 4.

F. On July 3, 2023, the Sawmill Subdivision Phase 4A Plat was recorded with the Wasatch County Recorder as Entry No. 534153, Book 1446 Page 1206, a copy of which is attached hereto **Exhibit C**. The 0.85 acres of the Earnshaw Property and the 0.37 acres or so of the Windflower 4 Property were combined together to constitute Sawmill Subdivision Phase 4B that would be recorded at a future date as a separate subdivision plat (the "**Windflower 4B Property**").

G. Pursuant to Section 36 of the Development Agreement, the provisions thereof run with the land. Regal is Ridgepoint's successor-in-interest with respect to a portion of the Property and has assumed the rights, obligations, and duties of Ridgepoint under the Development Agreement with respect to such portion of the Property.

H. Pursuant to Section 25 of the Development Agreement, the Development Agreement may be amended to add to or clarify the provisions of the Development Agreement.

I. The Earnshaw Property is currently vested in Villa Two.

J. Regal Windflower 4 and Villa Two have entered into a joint development agreement to develop the residential dwelling units on the Windflower 4B Property.

K. Regal Windflower 4 and Villa Two have requested that City increase the 597 total permitted dwelling units in the Sawmill Master Plan authorized by Heber City Ordinance No. 2023-15 to two (2) so that the total number of dwelling units in the Sawmill Master Plan shall be 599, with these additional two units to be located on the Windflower 4B Property as shown in **Exhibit D** attached hereto.

L. The City and Regal (as successor-in-interest to Ridgepoint) now wish to modify the terms of the Development Agreement on the terms and conditions set forth herein.

AMENDMENT

In consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Regal hereby agree as follows:

1. Recitals Incorporated. The foregoing Recitals are hereby incorporated and made part of the parties' agreement.

2. Addendum No. 2. The terms and provisions of Addendum No. 2 as described in Recital Paragraph E above are hereby restated and made effective except as they are amended in this Addendum.

3. Sawmill Master Plan. The property described in Exhibit B (aka the Earnshaw Property) is hereby incorporated into the Sawmill Master Plan, with the approved addition to the Sawmill Master Plan illustrated in Exhibit D.

4. Density. Section 5 of the Development Agreement is hereby amended to permit an additional two dwelling units, which increases the total permitted dwelling units in the Sawmill Master Plan to 599, when counting the previously approved 5 added units authorized and approved under Heber City Ordinance No. 2023-15.

5. Construction of the Remaining 6 Dwelling Units. The remaining six (6) dwelling units yet to be built on the Windflower 4B Property shall be six, detached single-family dwelling units that shall be constructed pursuant to the standards and requirements of the Sawmill Master Plan and the repealed PCMU Zone.

6. Open Space. Regal shall develop, build and dedicate a public park to the City on the Windflower 4B Property in the size and configuration shown on Exhibit D. Regal will install a playground with a rubberized mulch fall zone, 3 benches, sidewalk, 10 trees, grass and irrigation system. The Windflower 4B Property park shall be named the "Williamson Park"

7. Recordation of the Sawmill Subdivision Phase 4B Plat. Regal and Villa Two shall execute and record the Sawmill Subdivision Phase 4B Plat with the Wasatch County Recorder within one (1) year of the date of this Addendum.

8. Effective Date. This Addendum shall be effective on the date when all parties have executed this Addendum.

9. Scope of Amendment. Except as expressly modified or changed in this Addendum, the terms and conditions of the Development Agreement remain in full force and effect. However, in the event of a conflict between the terms of the Development Agreement and this Addendum, this Addendum will control.

10. Document Recording**.** This Addendum shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. Regal and Villa Two shall record this Addendum with the Wasatch County Recorder.

[Signature Page Follows]

CITY
Heber City, a municipal corporation and political subdivision

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
City Recorder

STATE OF UTAH)
SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____day of _____, 2023, by _____, as _____of Heber City.

Seal:

_____
Notary Public

REGAL
Regal Homes, L.C., a Utah limited liability company

By: _____
Name: David P. Rose
Title: Manager
Date: _____

STATE OF UTAH)
SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by David P. Rose, as Manager of Regal Homes L.C.

_____
Notary Public

VILLA TWO, LLC
Villa Two, LLC, a Utah limited liability company

By: _____
Name: Bryan Williamson
Title: Manger
Date: _____

STATE OF UTAH)
SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by Bryan Williamson, as Manager of Villa Two, LLC.

_____
Notary Public

SAWMILL MASTERPLAN BOUNDARY DESCRIPTION

BEGINNING AT A POINT BEING SOUTH 89°50'37" WEST 993.20 FEET ALONG THE SECTION LINE AND SOUTH 33 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 0°09'27" EAST 978.01 FEET; THENCE 23.56 FEET ALONG THE ARC OF 15 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 44°50'33" EAST 21.21 FEET); THENCE NORTH 89°50'33" EAST 35.34 FEET; THENCE 61.78 FEET ALONG THE ARC OF 70 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 50°33'47" (CHORD BEARS SOUTH 64°52'34" EAST 59.79 FEET); THENCE SOUTH 39°35'40" EAST 19.00 FEET; THENCE SOUTH 50°24'20" WEST 100.00 FEET; THENCE SOUTH 39°35'40" EAST 250.00 FEET; THENCE SOUTH 41°09'22" EAST 61.33 FEET; THENCE SOUTH 52°29'32" EAST 67.70 FEET; THENCE NORTH 34°10'27" EAST 100.00 FEET; THENCE SOUTH 55°49'33" EAST 30.00 FEET; THENCE SOUTH 34°10'27" WEST 100.00 FEET; SOUTH 55°49'33" EAST 400.00 FEET; THENCE SOUTH 53°20'23" EAST 100.09 FEET; THENCE SOUTH 60°33'35" EAST 58.49 FEET; THENCE SOUTH 65°49'21" EAST 85.45 FEET; THENCE NORTH 89°54'28" EAST 68.48 FEET; THENCE NORTH 00°05'32" WEST 99.47 FEET THENCE NORTH 89°49'45" EAST 35.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 45°10'15" EAST 21.21 FEET); THENCE SOUTH 00°10'15" EAST 349.69; THENCE 23.56 ALONG THE ARC OF A 15 FOOT RADIUS CURVE THRU THE CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 44°49'45" WEST 21.21 FEET);THENCE SOUTH 89°49'45" WEST 88.39 FEET; THENCE NORTH 17°02'56" EAST 84.85 FEET; THENCE NORTH 37°01'52" WEST 88.86 FEET; THENCE NORTH 44°45'38" WEST 50.22 FEET; THENCE NORTH 55°40'01" WEST 200.94 FEET; THENCE NORTH 46°42'02" WEST 109.41 FEET; THENCE NORTH 62°07'43" WEST 66.98 FEET; NORTH 67°06'55" WEST 100.16 FEET; THENCE SOURH 26°04'29" WEST 100.43 FEET; THENCE NORTH 63°55'31" WEST 30.00 FEET; THENCE NORTH 26°04'29" EAST 100.04 FEET; THENCE NORTH 63°56'15" WEST 100.00 FEET; THENCE NORTH 72°42'01" WEST 79.36 FEET; THENCE WEST 172.07 FEET; THENCE SOUTH 100.00 FEET; THENCE WEST 31.48 FEET; THENCE 23.52 FEET ALONG THE ARC OF A 15 FOOT CURVE TO THE RIGHT THRU THE CENTRAL ANGLE OF 89°50'33" (CHORD BEARS NORTH 45°04'43" WEST 21.18 FEET); THENCE SOUTH 00°09'27" EAST 573.12 FEET THENCE 252.57 FEET ALONG THE ARC OF A 800 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 18°05'21" (CHORD BEARS SOUTH 9°12'07" EAST 251.52 FEET);
THENCE SOUTH 89°53'39" EAST 964.02 FEET; THENCE SOUTH 0°24'05" EAST 263.51 FEET; THENCE NORTH 89°53'39" WEST 700 FEET; THENCE SOUTH 331.29 FEET; THENCE EAST 660 FEET; THENCE SOUTH 387.47 FEET;
THENCE SOUTH 89°51'45" WEST 439.58 FEET; THENCE SOUTH 0°06'24" EAST 199.84 FEET; THENCE NORTH 89°55'41" EAST 435.59 FEET; THENCE SOUTH 0°03'47" WEST 352.05 FEET; THENCE NORTH 89°00'04" WEST 212.25 FEET; THENCE SOUTH 83 FEET; THENCE SOUTH 89°38'41" WEST 1070.59 FEET; THENCE NORTH 0°03'25" WEST 35.28 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST CORNER OF THE SOUTHEAST CORNER OF SECTION 8 AS REFERENCED IN ENTRY NO. 325661; THENCE NORTH 0°03'25" WEST 1320.12 FEET;
THENCE SOUTH 89°15'51" WEST 432.31 FEET; THENCE NORTH 88°09'35" WEST 235.01 FEET; THENCE NORTH 0°10'50" WEST 1696.30 FEET; THENCE EAST 213.47 FEET; THENCE NORTH 30°33'48" EAST 172.13 FEET; THENCE NORTH 31°37'21" EAST 4.65 FEET; THENCE SOUTH 85°12'42" EAST 386.65 FEET; THENCE NORTH 0°05'41" WEST 653.02 FEET; THENCE 142.09 FEET ALONG THE ARC OF A 406.20 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 20°02'34" (CHORD BEARS NORTH 13°56'26" EAST 141.37 FEET); THENCE 28.35 FEET ALONG THE ARC OF A 1240.11 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 1°18'35" (CHORD BEARS NORTH 4°34'08" EAST 28.35 FEET); THENCE NORTH 89°50'37" EAST 264.75 FEET TO THE POINT OF BEGINNING.

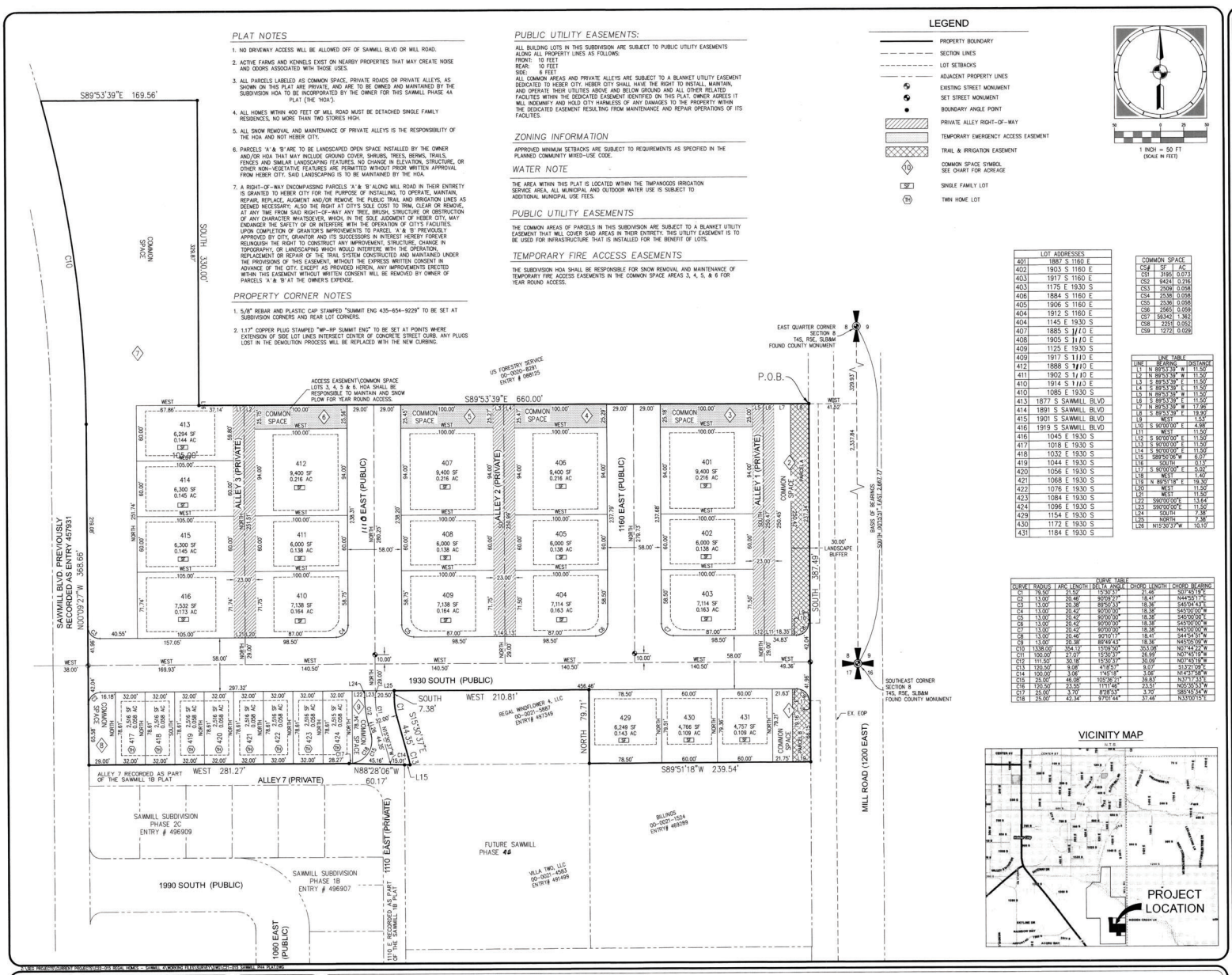
CONTAINS
89.590 ACRES
3,902,544 SQUARE FEET, MORE OR LESS

Property Owner	Parcel ID
Tioga Funding Real Estate Group	00-0020-8278
Tioga Funding Real Estate Group	00-0021-2375
Sawmill Planed Community LLC	00-0021-1526
Jay K Robinson	00-0021-1525
Heber Sawmill LLC	00-0020-8292
Tingey Real Estate	00-0012-1967
Tingey Real Estate	00-0020-8286

EXHIBIT B

EARNSHAW PROPERTY

TAX PARCEL NO. 21-4583



LOT ADDRESSES	
401	1887 S 1160 E
402	1903 S 1160 E
403	1917 S 1160 E
403	1175 E 1930 S
406	1884 S 1160 E
405	1906 S 1160 E
404	1912 S 1160 E
404	1145 E 1930 S
407	1885 S 1110 E
408	1905 S 1110 E
409	1125 E 1930 S
409	1917 S 1110 E
412	1888 S 1110 E
411	1902 S 1110 E
410	1914 S 1110 E
410	1085 E 1930 S
413	1877 S SAWMILL BLVD
414	1891 S SAWMILL BLVD
415	1901 S SAWMILL BLVD
416	1919 S SAWMILL BLVD
416	1045 E 1930 S
417	1018 E 1930 S
418	1032 E 1930 S
419	1044 E 1930 S
420	1056 E 1930 S
421	1068 E 1930 S
422	1076 E 1930 S
423	1084 E 1930 S
424	1096 E 1930 S
429	1154 E 1930 S
430	1172 E 1930 S
431	1184 E 1930 S

COMMON SPACE		
CS#	SF	AC
CS1	3195	0.073
CS2	9424	0.216
CS3	2509	0.058
CS4	2538	0.058
CS5	2536	0.058
CS6	2565	0.059
CS7	59342	1.362
CS8	2251	0.052
CS9	1272	0.029

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°53'39" W	11.50'
L2	N 89°53'39" W	11.50'
L3	S 89°53'39" E	11.50'
L4	S 89°53'39" E	11.50'
L5	N 89°53'39" W	11.50'
L6	S 89°53'39" E	11.50'
L7	N 89°53'39" W	12.96'
L8	S 89°53'39" E	18.90'
L9	WEST	1.53'
L10	S 90°00'00" E	4.98'
L11	WEST	11.50'
L12	S 90°00'00" E	11.50'
L13	S 90°00'00" E	11.50'
L14	S 90°00'00" E	11.50'
L15	S89°50'06"W	6.07'
L16	SOUTH	0.13'
L17	S 90°00'00" E	5.02'
L18	WEST	1.40'
L19	N 89°51'18" E	19.30'
L20	WEST	11.50'
L21	WEST	11.50'
L22	S90°00'00"E	13.64'
L23	S90°00'00"E	11.50'
L24	SOUTH	7.38'
L25	NORTH	7.38'
L26	N15°30'37"W	10.10'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	79.50'	21.52'	15°30'37"	21.46'	S07°45'19"E
C2	13.00'	20.46'	90°09'21"	18.41'	N44°53'17"E
C3	13.00'	20.38'	89°50.03"	18.36'	S45°04'43"E
C4	13.00'	20.42'	90°00'00"	18.38'	S45°00'00"W
C5	13.00'	20.42'	90°00'00"	18.38'	S45°00'00"E
C6	13.00'	20.42'	90°00'00"	18.38'	S45°00'00"W
C7	13.00'	20.42'	90°00'00"	18.38'	N45°00'00"W
C8	13.00'	20.46'	90°10'17"	18.41'	S44°54'51"W
C9	13.00'	20.38'	89°49.43"	18.36'	N45°05'09"W
C10	1338.00'	354.12'	15°09'56"	353.08'	N07°44'52"W
C11	100.00'	27.07'	15°30'37"	26.99'	N07°45'19"W
C12	111.50'	30.18'	15°30'37"	30.09'	N07°45'19"W
C13	1293.50'	9.08'	0°24'09"	9.07'	S13°21'09"E
C14	100.00'	3.06'	1°45'18"	3.06'	N14°37'58"W
C15	25.00'	46.08'	105°36'21"	39.83'	N37°13'43"W
C16	120.50'	23.52'	11°11'46"	23.51'	N05°05'53"W
C17	25.00'	3.70'	8°28.53"	3.70'	S80°45'34"W
C18	25.00'	42.34'	97°01'44"	37.46'	N33°05'15"E

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES S00°15'51"E ALONG THE SECTION LINE 329.93 FEET AND WEST 41.52 FEET FROM THE FOUND WASATCH COUNTY MONUMENT REPRESENTING THE EAST ONE-QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN: SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THE UNITED STATES OF AMERICA FORESTRY SERVICE PROPERTY (BASIS OF BEARINGS OF THIS DESCRIPTION BEING S00°15'51"E BETWEEN FOUND WASATCH COUNTY MONUMENTS REPRESENTING THE EAST ONE-QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 8);

THENCE SOUTH 387.49 FEET TO THE NORTH BOUNDARY OF THE BILLINGS PROPERTY AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 469289 OF THE OFFICIAL RECORDS OF WASATCH COUNTY; THENCE S89°51'18"W ALONG SAID NORTH BOUNDARY 238.54 FEET; THENCE NORTH 79.71 FEET; THENCE WEST 210.81 FEET; THENCE SOUTH 7.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 79.50 FEET; THENCE 21.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'37", WITH A CHORD BEARING AND DISTANCE OF S07°45'19"E 21.46 FEET; THENCE S15°30'37"E 44.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 120.50 FEET; THENCE 9.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'57", WITH A CHORD BEARING AND DISTANCE OF S13°21'09"E 9.07 FEET; THENCE S89°50'06"W 6.07 FEET TO THE NORTH BOUNDARY OF THE SAWMILL SUBDIVISION PHASE 1B AS SHOWN ON THAT CERTAIN SUBDIVISION PLAT RECORDED AS ENTRY NUMBER 496907 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTH BOUNDARY N88°28'06"W 60.17 FEET AND WEST 281.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAWMILL BOULEVARD AS SHOWN IN THAT CERTAIN QUIT-CLAIM DEED RECORDED AS ENTRY NUMBER 457931 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) N00°09'27"W 368.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,338.00 FEET; 2) THENCE 354.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°09'56", WITH A CHORD BEARING AND DISTANCE OF N07°44'22"W 353.08 FEET TO THE SOUTH BOUNDARY OF THE TIOGA FUNDING REAL ESTATE GROUP, LLC PROPERTY AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 450750 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID SOUTH BOUNDARY S89°53'39"E 169.56 FEET TO THE WEST BOUNDARY OF SAID FORESTRY SERVICE PROPERTY; THENCE ALONG THE WEST AND SOUTH BOUNDARIES OF SAID FORESTRY SERVICE PROPERTY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 330.00 FEET, 2) S89°53'39"E 660.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.645 ACRES, OR 333,021 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 00°15'51" EAST BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE EAST ONE-QUARTER AND SOUTHEAST CORNERS OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 334532-2201 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

6/9/23
DATE

No. 334532-2201 BRIAN BALLS 6/9/23 STATE OF UTAH
SURVEYOR'S SEAL

OWNER'S DEDICATION

I(WE) THE UNDERSIGNED OWNER(S) OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE SAWMILL SUBDIVISION PHASE 4A, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I(WE) HAVE HEREUNTO SET MY(OUR) HAND(S) THIS 9th DAY OF June, 2023

Regal Windflower 4, LLC
By: David P. Rose
OF OWNER (OR AGENT)

David P. Rose
PRINTED NAME

ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Salt Lake } S.S.

ON THIS 9th DAY OF June 2023 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Salt Lake IN SAID STATE OF Utah, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE(THEY) SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

Notary Public - State of Utah
PERI EBY
Comm. #703381
My Commission Expires
September 28, 2023

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC

THIS 27th DAY OF June, 2023

MAYOR

CLERK-RECORDER

WATER & SEWER SERVICE PROVIDERS

N/A — WATER SERVICE PROVIDER — DATE
N/A — SEWER SERVICE PROVIDER — DATE

HEBER CITY ENGINEER APPROVAL

HEBER CITY ENGINEER — 6/29/2023 DATE

LAND USE AUTHORITY

APPROVED THIS 27th DAY OF June, 2023 BY THE PLANNING DIRECTOR OF HEBER CITY.

HEBER CITY PLANNING DIRECTOR

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS 06 DAY OF June, 2023

ROS # 3505

COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY # 534153 BOOK 1446 PAGE 1206
DATE July 3 2023 TIME 3:51 PM FEE $108.00
FOR SUMMIT ENGINEERING GROUP INC.
BY KM WASATCH COUNTY RECORDER MARCY M MURRAY

PROJECT	
C22-015	
SHEET	
1 OF 1	
ISSUE DATE	
06/08/2023	

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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SUMMIT ENGINEERING GROUP, INC.
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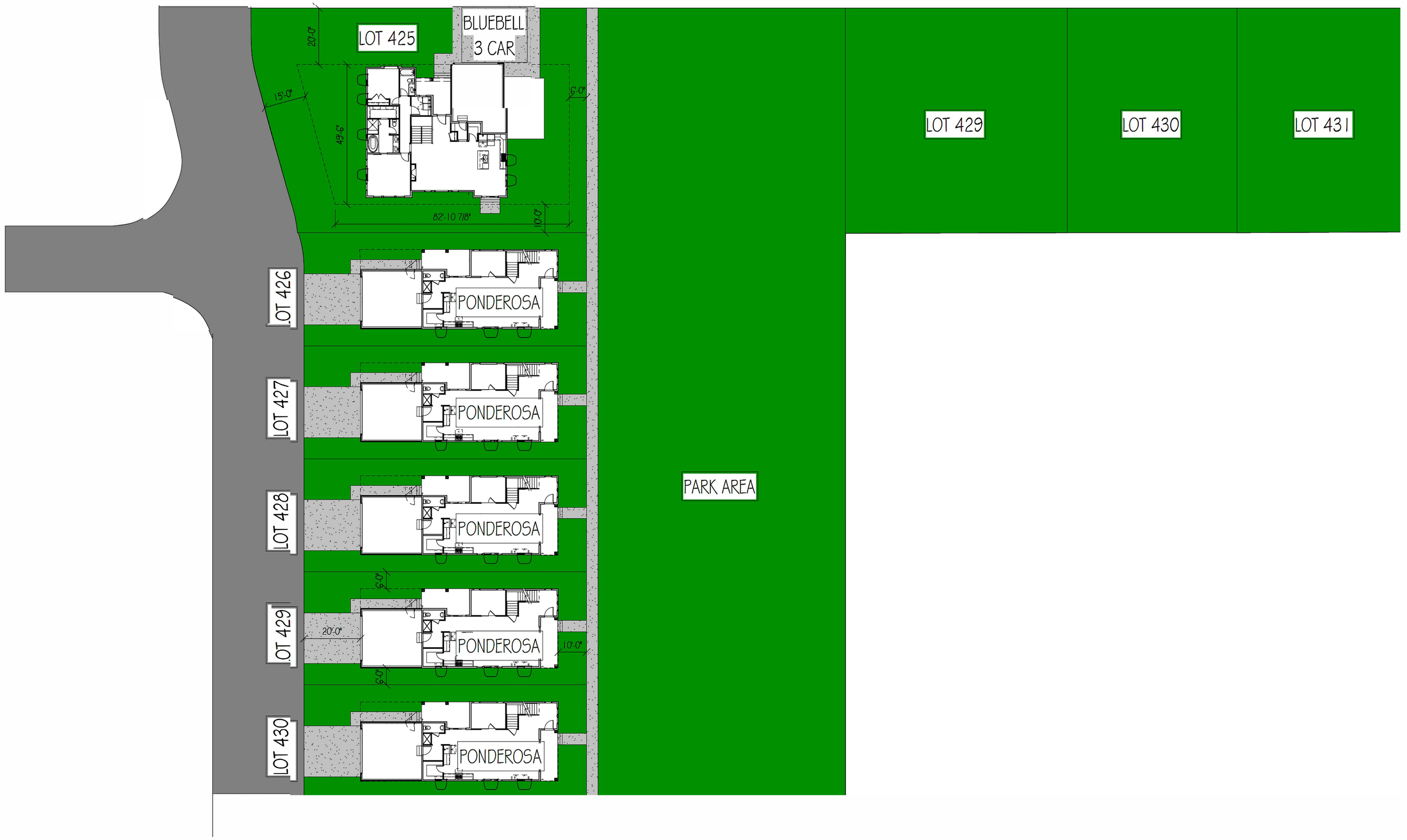
SAWMILL SUBDIVISION PHASE 4A
PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SLB&M, HEBER CITY, WASATCH COUNTY, UTAH



SITE STUDY WINDFLOWER

Scale: 1" = 20'-0"

REGAL HOMES

THE USE OF THESE PLANS ARE LIMITED TO REGAL HOMES. REUSE, REPRODUCTION, OR PUBLICATION BY ANY MEANS IS PROHIBITED.

[redacted]

WINDFLOWER

4B

DATE: 04/23/2026

ADDRESS

DRAWN BY: SMITH

BUYER N/A

SHEET AS of SHEETS 18

SITE PLAN

Heber City Council Staff Report

MEETING DATE: 8/4/2026
SUBJECT: Celebration Workforce Housing
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Mr. Russ Watts has been working with the City on an affordable housing development at 300 East 1200 South entitled Celebration Housing. The City and Mr. Watts have agreed to partner together to help make the development a reality; the City will be looking to defer project impact fees for the development.

The policy question for Council includes:

- Is Council comfortable with the draft development agreement, which includes key conditions and deferment of project impact fees?

No action is necessary. This item will need to return to Council for approval at a future meeting.

RECOMMENDATION

Staff recommends Council provide direction to staff and Mr. Watts on the draft development agreement.

BACKGROUND

Generally, the development agreement is intended to accomplish the following.

1. Developer agrees to provide housing at a certain level of affordability to those earning 40%, 65% and 80% AMI.
2. Developer agrees to provide a bus stop along 1200 South.
3. City agrees to pay for/defer all impact fees for the project for a certain time frame and be paid back in the future.
4. City agrees to view parking requirements differently as per the requirements of the parking ordinance for town centers.
5. City agrees to maintain the C-2 Commercial Zoning and waive certain development design requirements of the C-2 Zone as long as the design is consistent with the proposed site plan and building elevations.

6. City agrees to permit housing within the airport approach area where generally housing is prohibited by the City's Airport Overlay Zone.

DISCUSSION

The proposed development will assist in providing much needed affordable housing in a location that is near shopping and jobs. Staff suggests in the future the City look to have petitioners request for impact fee waivers directly from other entities, such as HVSSD and Heber Light & Power rather than utilize City monies to pay for those impact fees.

FISCAL IMPACT

The requested impact fee amount for deferment is $3,296,764.05. The fee list below details the deferment amount for each type of fee. Money for this comes from affordable housing fee-in-lieu money from the Jordanelle Ridge development. This financing would be a loan that would be paid back to the City.

Heber City Impact Fee	Measurement	Amount	Units	Subtotal
Culinary Water Impact Fee	DU	$4,199	148	$621,452
Sewer Impact Fee	ERU	$1,562	103.11	$161,058
Streets	DU	$3,193	148	$472,564
Pressurized Irrigation	ERU	$1,177	103.11	$121,360.47
Parks/Trails	DU	$3,536	148	$523,328
Public Safety	DU	$222	148	$32,856.00
Water Hookup Fees	DU	$599	148	$88,706.76
HC IMPACT FEE SUBTOTAL				**$2,021,325.05**
Other Impact Fees	**Measurement**	**Amount**	**Units**	**Subtotal**
HVSSD Impact Fee	ERU	$4,170	103.11	$429,968.70
Heber Power & Light Impact Fee	DU	$3,456	148	$511,488
Wasatch Fire District Impact Fee				$228,229.77
OTHER IMPACT FEE SUBTOTAL				**$1,169,686.47**
Building Fees*				
Plan Review Fee (~28% of total fee)				
Building Fee (~71% of total fee)				$105,752.53
State Surcharge (~<1% of total fee)				
TOTAL BUILDING FEES				**$105,752.53**
TOTAL				**$3,296,764.05**
*Total buiding fee estimate of $149,111.04				

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

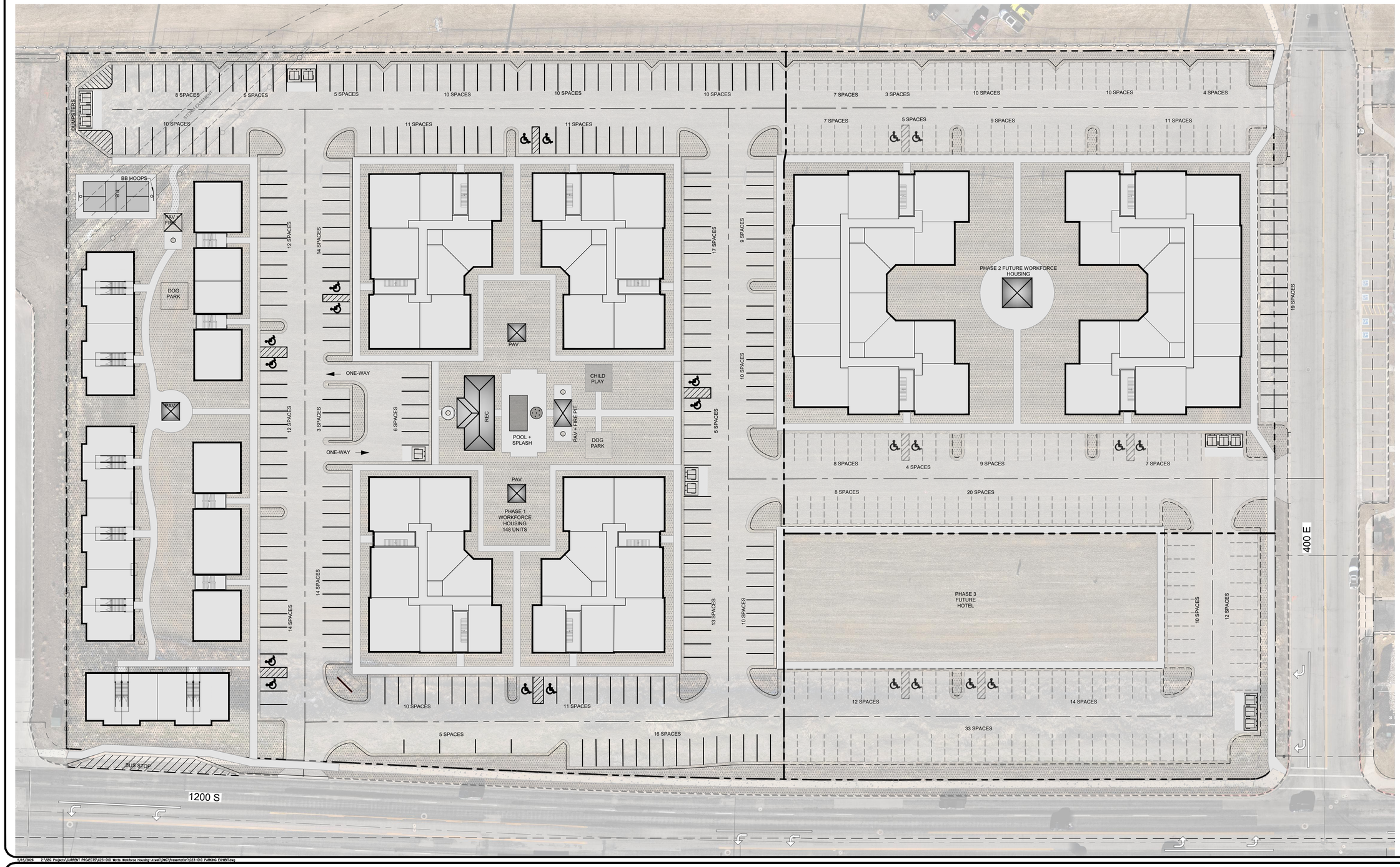
EXHIBITS

1. C23-010 PARKING EXHIBIT-1
2. Celebration Housing Elevations
3. Celebration Housing Exhibit B
4. Celebration Site Plan - 4906-9227-6930 - 1
5. DRAFT Celebration Development Agreement - 4911-3468-4842 - 2

PARKING TABULATIONS		
PHASE	UNITS	PARKING STALLS
PHASE 1	148	261
PHASE 2		222

30 0 15 30

1 INCH = 30 FT
(SCALE IN FEET)



5/15/2026 D:\SEO Projects\CURRENT PROJECTS\C23-010 Watts Workforce Housing-Atwell\DWG\Presentation\C23-010 PARKING EXHIBIT.dwg

PROJECT: C23-010	PREPARED FOR: WATTS ENTERPRISES	PARKING TABULATION EXHIBIT	DRAWN BY: SFS
SHEET: 1 OF 1	PROJECT: HEBER VALLEYS "CELEBRATION"		REVIEWED BY: BMB
			SCALE: 1" = 30' / ISSUE DATE: 5/15/2026

ATWELL
866.850.4200 www.atwell.com
55 W CENTER STREET
HEBER CITY, UT 84032
435-654-9229

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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D201

13 MAR. 2026

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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D202

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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D203

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Architecture

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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D204

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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D205

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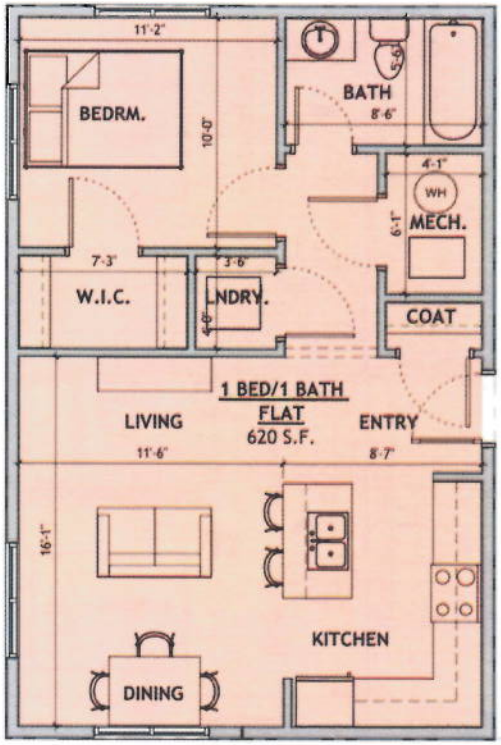
CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

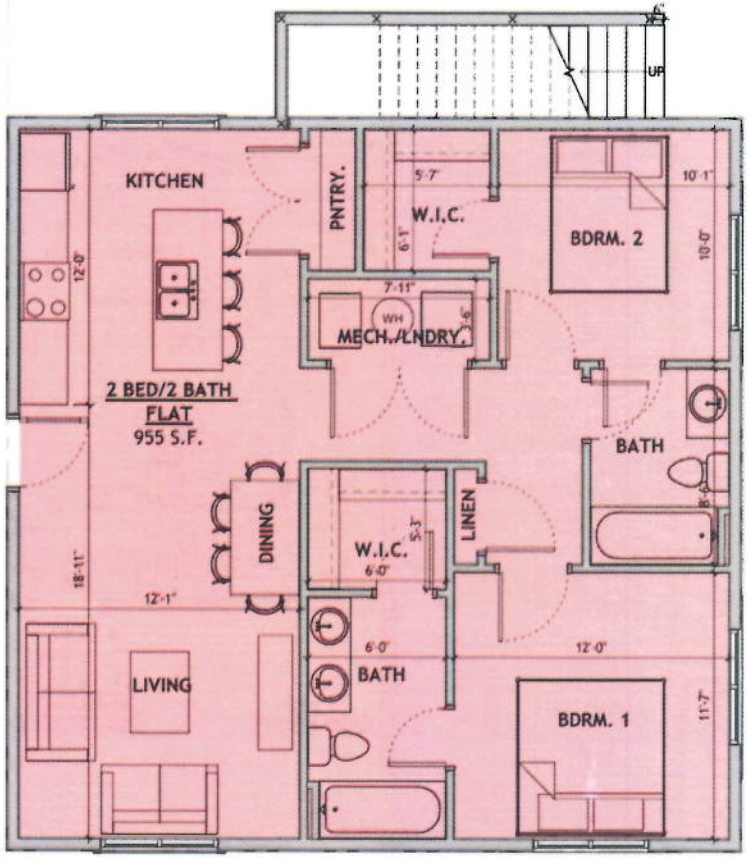
EXTERIOR VIEWS

D206

13 MAR. 2026

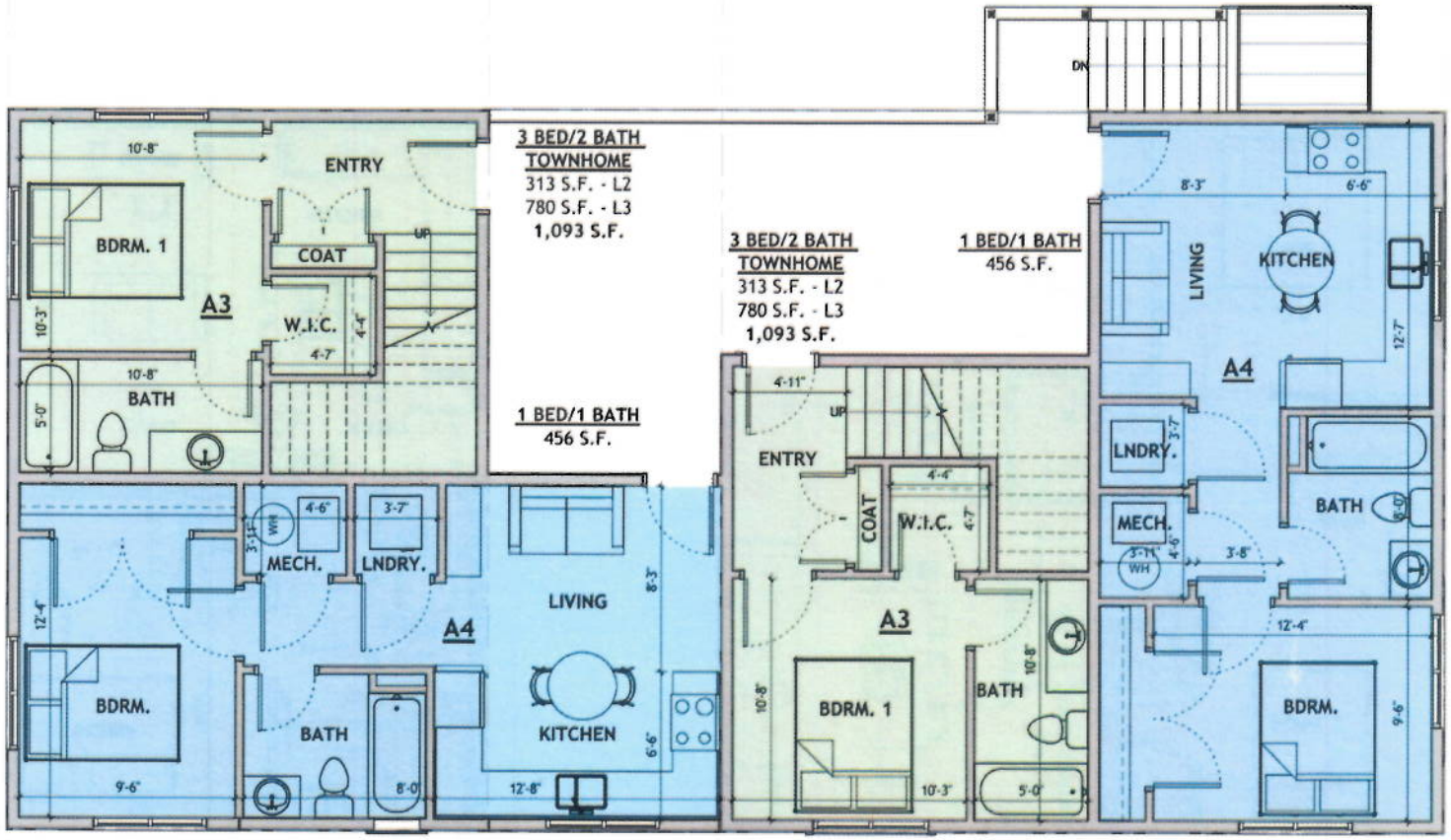


A1

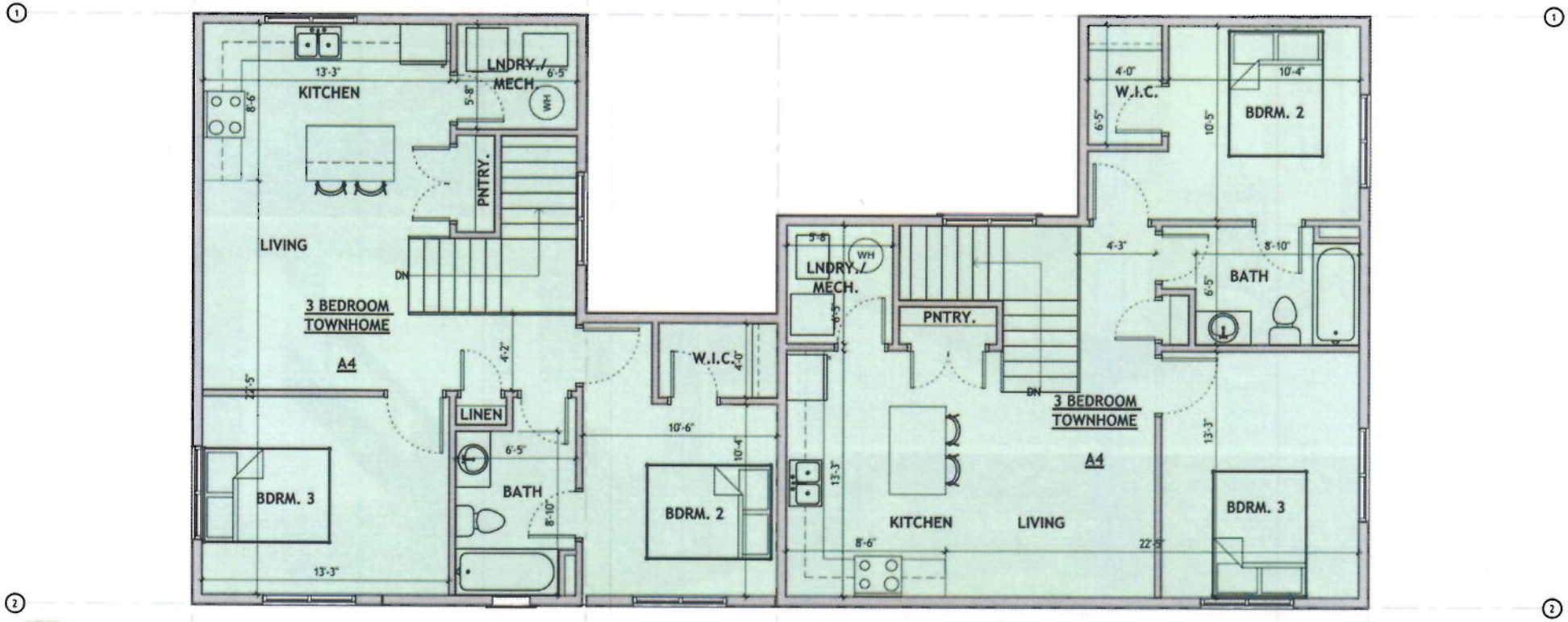


A2

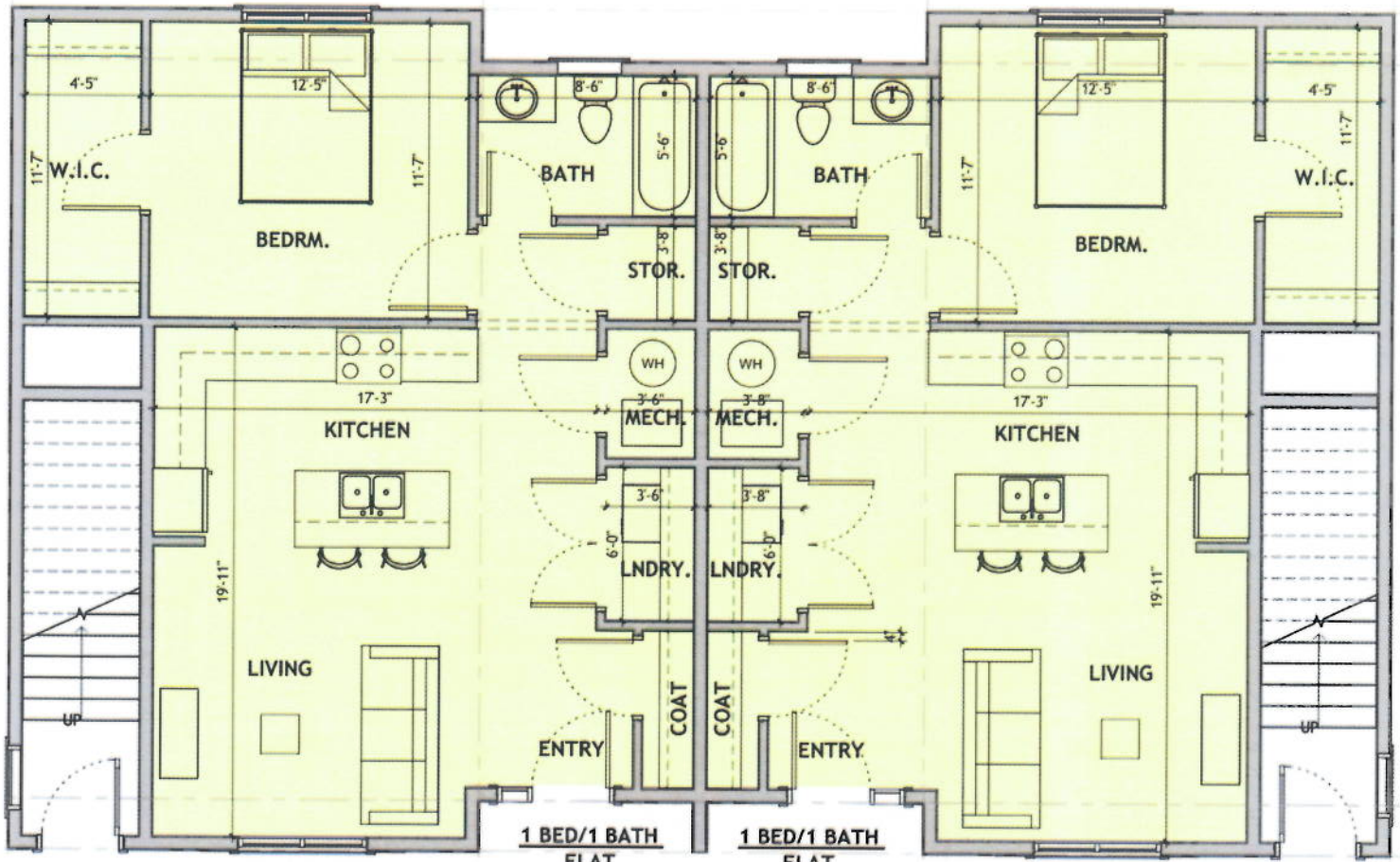
BLD A – 1st Floor



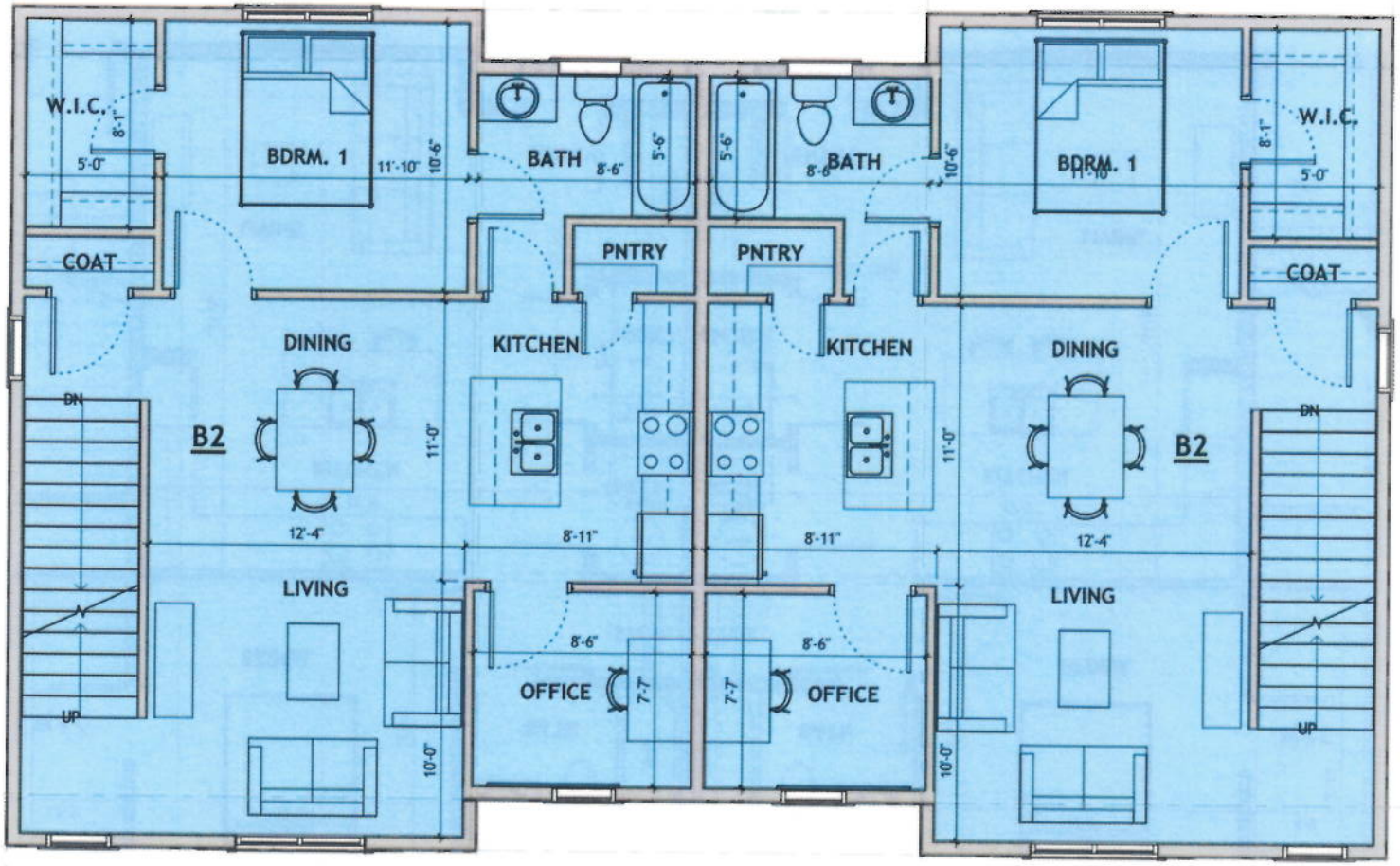
BLD A – 2nd Floor



BLD A – 3rd Floor



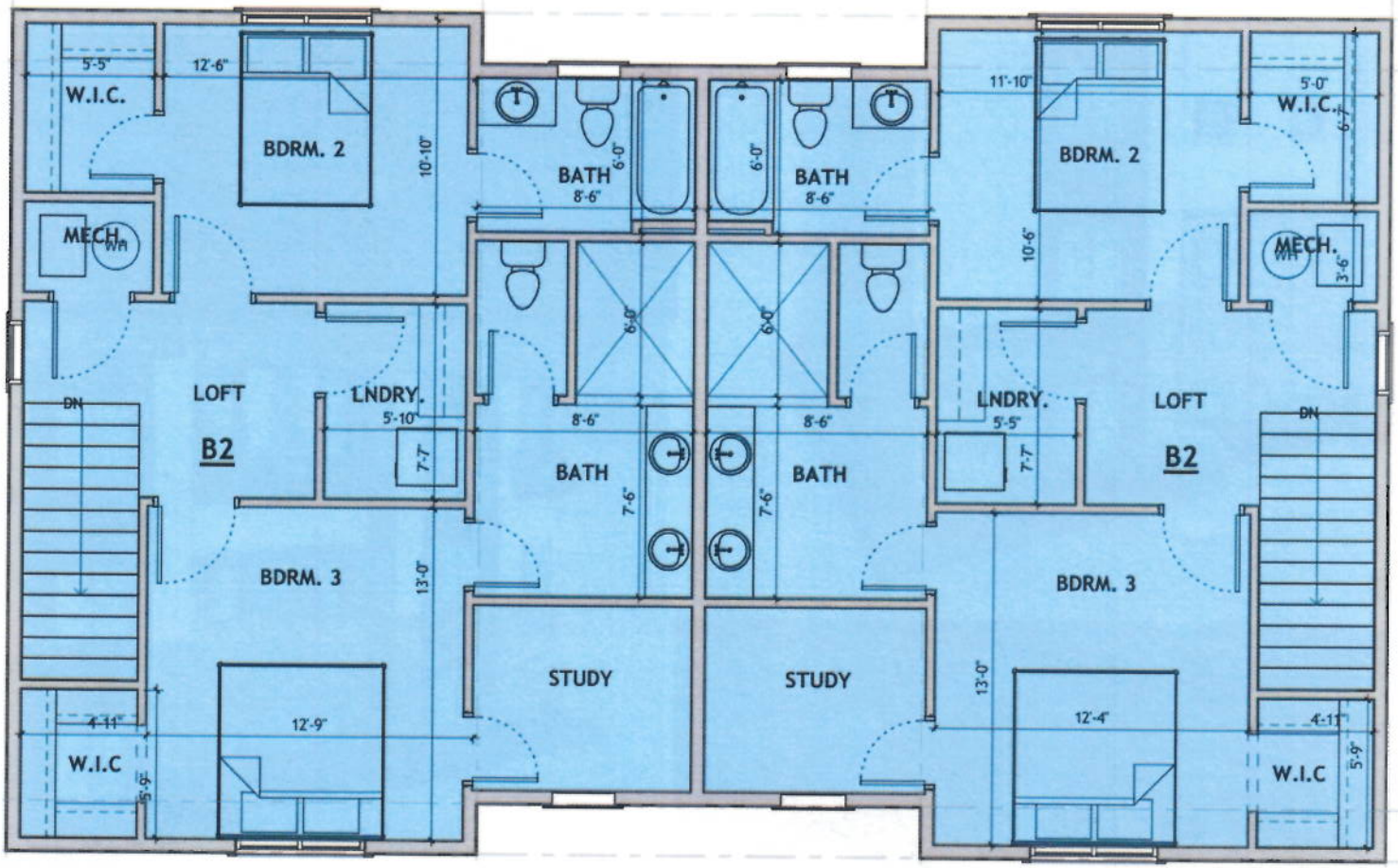
BLD B – 1st Floor



3 BED/3 BATH
TOWNHOME
799 S.F. - L2

BLD B – 2nd Floor

3 BED/3 BATH
TOWNHOME
799 S.F. - L2



BLD B – 3rd Floor

Exhibit B

May 13, 2026
CELEBRATION
Workforce Housing Update
Phase 1 148 Units

A. Parking Stalls Required

(1) Bedroom	74 Units	148
(2) Bedrooms	24 Units	48
(3) Bedrooms	50 Units	100
	Total Required	296
Onsite/Phase 1 stalls		226
	Short Stalls	70

(See Site Plan)

B. HUD Lender / AMI percentage requirement/Deal

- 10% of the units at 40% AMI
- 40% of the units at 65% AMI
- 50% of the units at 65% AMI

(See Rental Chart Attached)

C. Review New project vivid vision elevations.

D. Next steps with Wasatch County School District - Meeting 5/21/26

N APARTMENTS

it Size	40% AMI Count	40% AMI Rent	65% AMI Count	65% AMI Rent	80% AMI Count	80% AMI Rent	Proposed Market	Ble
	10%		40%		50%			
620	4	$ 1,091	15	$ 1,650	17	$1,650	$1,650	
456	3	$ 1,091	10	$ 1,500	11	$1,500	$1,500	
697	2	$ 1,091	6	$ 1,650	6	$1,650	$1,650	
955	3	$ 1,228	10	$ 1,995	11	$2,000	$2,000	
1093	4	$ 1,364	15	$ 2,216	17	$2,400	$2,400	
1598	2	$ 1,364	6	$ 2,216	6	$2,728	$2,750	
	18	**$21,687**	**62**	**$116,136**	**68**	**$133,618**		**$**

Page 1

Sources and Uses				
Sources	**Initial**		**$/SF**	**Total (%)**
Equity	**$9,583,677**	**$**	**75.1**	**21.62%**
Non Cash				
Land Equity	3,570,000	$	28.0	8.05%
Prepaid Expenses	-	$	-	0.00%
Waived Impact Fees	3,200,000	$	25.1	7.22%
Cash to Close	$2,813,677	$	22.0	6.35%
Debt	**$34,739,363**	**$**	**272.1**	**78.38%**
HUD 221(d)(4) Construction Loan	33,989,363	$	266.2	76.69%
Other Debt Sources				
Housing Authority Loan	750,000	$	5.9	1.69%
Public (PID, CPACE)	-	$	-	0.00%
Other	-	$	-	0.00%
Total Sources	**$44,323,040**	**$**	**347.2**	**100.00%**
Uses	**Initial**		**$/SF**	**Total (%)**
Land Costs	3,570,000	$	28.0	8.05%
Soft Costs	6,896,991	$	54.0	15.56%
Hard Costs	30,527,693	$	239.1	68.88%
Financing Costs	3,328,356	$	26.1	7.51%
Total Uses	**$44,323,040**	**$**	**347.2**	**100.0%**

ANNUAL | CELEBRATION APARTMENTS

Dates															
Project Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Year Starting		4/1/2026	4/1/2027	4/1/2028	4/1/2029	4/1/2030	4/1/2031	4/1/2032	4/1/2033	4/1/2034	4/1/2035	4/1/2036	4/1/2037	4/1/2038	4/1/2039	4/1/2040

Development																
Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Construction Costs	6,770,000	-	32,287,704	5,265,336	-	-	-	-	-	-	-	-	-	-	-	-
Cash Utilized	6,770,000	-	2,813,677	-	-	-	-	-	-	-	-	-	-	-	-	-

Operations																
Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Total Operating Revenues		-	-	2,484,362	3,542,237	3,634,686	3,727,134	3,819,582	3,912,031	4,004,479	4,096,928	4,189,376	4,281,825	4,374,273	4,466,722	4,559,170
Total Operating Expenses		-	-	(808,089)	(1,113,791)	(1,143,996)	(1,174,200)	(1,204,405)	(1,234,609)	(1,264,814)	(1,295,018)	(1,325,223)	(1,355,427)	(1,385,632)	(1,415,836)	(1,446,041)
Total Fee & CapEx		-	-	(125,137)	(175,697)	(177,588)	(181,480)	(185,372)	(189,263)	(193,155)	(197,046)	(200,938)	(204,830)	(208,721)	(212,613)	(216,505)
Net Income		-	-	1,551,136	2,254,749	2,313,101	2,371,454	2,429,806	2,488,158	2,546,511	2,604,863	2,663,215	2,721,568	2,779,920	2,838,272	2,896,624
NI Margin		*0.00%*	*0.00%*	*62.44%*	*63.65%*	*63.64%*	*63.63%*	*63.61%*	*63.60%*	*63.59%*	*63.58%*	*63.57%*	*63.56%*	*63.55%*	*63.54%*	*63.53%*
Operating Debt Service		-	-	(2,304,461)	(2,513,957)	(2,513,957)	(2,513,957)	(2,513,957)	(2,513,957)	(2,513,957)	(2,513,957)	(2,513,957)	(5,904,778)	(2,315,854)	(2,315,854)	(2,315,854)
DSCR		*0.00x*	*0.00x*	*0.67x*	*0.90x*	*0.92x*	*0.94x*	*0.97x*	*0.99x*	*1.01x*	*1.04x*	*1.06x*	*0.46x*	*1.20x*	*1.23x*	*1.25x*
Operating Cash Flow		-	-	(257,666)	(225,169)	(166,817)	(108,465)	(50,112)	8,240	66,592	124,945	183,297	(3,033,611)	498,104	556,457	614,809

Reversion																
Year	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Sale Price	-	-	-	-	-	-	-	-	-	-	-	-	53,820,238	-	-	-
Outstanding Loan	-	-	-	-	-	-	-	-	-	-	-	-	(28,464,966)	-	-	-
Cost of Sale	-	-	-	-	-	-	-	-	-	-	-	-	(807,303)	-	-	-
Sale Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	24,547,964	-	-	-

Combined Cash Flows	(6,770,000)	-	(2,813,677)	(257,666)	(225,169)	(166,817)	(108,465)	(50,112)	8,240	66,592	124,945	183,297	21,514,352	-	-	-
Cash on Cash			-44.08%	-4.04%	-3.53%	-2.61%	-1.70%	-0.79%	0.13%	1.04%	1.96%	2.87%	337.02%	0.00%	0.00%	0.00%

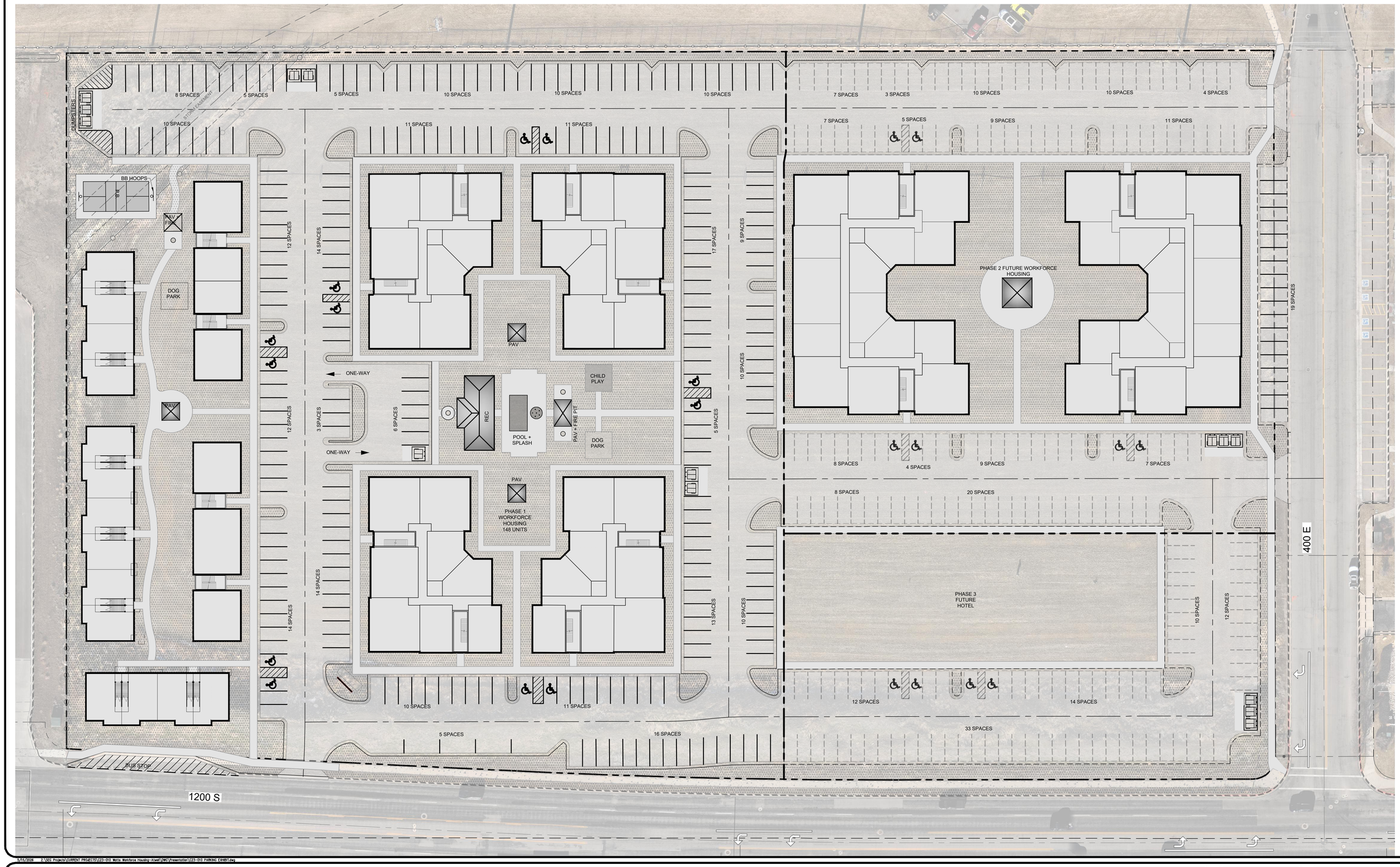
AVG Cash on Cash	26.0%
Equity Multiple	2.11x
Profit	11,505,520
IRR	6.91%

DSCR	0.00x	0.00x	0.67x	0.90x	0.92x	0.94x	0.97x	0.99x	1.01x	1.04x	1.06x	0.46x	1.20x	1.23x	1.25x
Debt Yield	0.0%	0.0%	4.6%	6.6%	6.8%	7.0%	7.1%	7.3%	7.5%	7.7%	7.8%	8.0%	8.2%	8.4%	8.5%

PARKING TABULATIONS		
PHASE	UNITS	PARKING STALLS
PHASE 1	148	261
PHASE 2		222

30 0 15 30

1 INCH = 30 FT
(SCALE IN FEET)



5/15/2026 D:\SSD Projects\CURRENT PROJECTS\C23-010 Watts Workforce Housing-Atwell\DWG\Presentation\C23-010 PARKING EXHIBIT.dwg

PROJECT C23-010	PREPARED FOR WATTS ENTERPRISES	PARKING TABULATION EXHIBIT	DRAWN BY: SFS	ATWELL 866.850.4200 www.atwell.com 55 W CENTER STREET HEBER CITY, UT 84032 435-654-9229	COPYRIGHT © 2026 ATWELL, LLC. DRAWING ALTERATION IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSED WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.
SHEET 1 OF 1	PROJECT HEBER VALLEYS "CELEBRATION"		REVIEWED BY: BMB		
			SCALE: 1" = 30'	ISSUE DATE 5/15/2026	

WHEN RECORDED, RETURN TO:

Heber City
Attention: City Recorder
75 North Main Street
Heber City, Utah 84032

Tax Parcel No.: 00-0020-5717

DEVELOPMENT AGREEMENT FOR THE CELEBRATION WORKFORCE HOUSING PHASE 1

THIS DEVELOPMENT AGREEMENT FOR THE CELEBRATION WORKFORCE HOUSING PHASE 1 (this "**Agreement**") is made and entered into as of the date last signed below (the "Effective Date"), by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and CELEBRATION WORKFORCE COMMERCIAL HOUSING DEVELOPMENT, LLC, a Utah limited liability company ("**Celebration**" or "**Developer**"). Each of Celebration and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Celebration is the owner of approximately 6.5 acres of undeveloped real property situated at 400 East 1200 South, Heber City, Utah, a legal description of which is attached hereto as **Exhibit A** (the "**Property**").

B. Celebration has submitted a Site Plan for Phase 1 of the project on the Property (the "**Project**"), which Site Plan is attached hereto as **Exhibit B** (the "**Site Plan**").

C. In accordance with the Site Plan, Phase 1 of the Project shall consist of 148 units of affordable housing.

D. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Celebration who will develop the Property as a for-rent affordable residential project in accordance with the terms hereof, and to establish the rights and responsibilities of the City and to authorize and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Celebration hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1 **Incorporation.** The foregoing Recitals and **Exhibits A** through ____ are hereby incorporated into this Agreement.

1.2 **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-20-101, *et seq.* (2026).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 17.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code §11-36a-101, *et seq.* (2026).

1.2.6 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.7 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.8 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.9 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.10 **Council** means the elected City Council of the City.

1.2.11 **Development Application** means an application to the City for development of a portion of the Project, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.12 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-20-803, which may be submitted in one or more phases and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.14 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.15 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.16 **Mortgage** means (I) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.17 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.18 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.19 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.20 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.23 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.24 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code §11-36a-102(21).

1.2.26 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement.

3. **Development of the Property in Compliance with the Site Plan.**

3.1 **Project Layout and Density.** The Site Plan for the Project depicts road layouts, building layouts, parking and general amenities and locations for the Project. The Project shall developed consistent with the layout in the Site Plan. Developer shall be entitled to and is vested with the right to develop and construct up to 148 for-rent affordable housing units on the Property consisting of the following unit types:

1 Bedroom – 74 Units
2 Bedroom – 24 Units
3 Bedroom – 50 Units

3.2 **Building Elevations.** Developer has provided Building Elevations for the Project, which Building Elevations are attached hereto as **Exhibit C**. The Building Elevations and design standards must be similar in materials and appearance to the proposed Building Elevations, or Developer must propose and obtain approval from the City Council for alternative building elevations. Developer acknowledges and agrees that to the extent the proposed Building Elevations do not comply with the City's Vested Laws, Developer may be required to modify the Building Elevations.

3.3 **Access Road and Parking**. The Site Plan depicts an access road along the North edge of the Project, which access through Phase 2 of the development. The road shall be constructed in conjunction with the Project at a minimum width of 25' to provide additional parking for the Project.

4. **Zoning and Vested Rights.**

4.1 **Zoning.** The City and Developer acknowledge that the Project is zoned as C-2 Commercial.

4.2 **General Vested Rights.** Subject to paragraphs 4.3 and 4.4, and except as specifically provided herein, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, and the zoning of the Property. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-20-509 (2026).

4.3 **Compliance with City Requirements and Standards.** Developer and Developer expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or

from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

4.4 **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City's Future Laws as specified in Section 4.2 are subject to the following exceptions:

4.4.1 **Agreed to Regulations.** City's Future Laws or other regulations to which the Developer agrees in writing;

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

4.4.3 **Development Review Processes.** Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact (i) the ability of Developer to develop the Project in accordance with the Site Plan or (ii) the overall cost of the Project;

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

4.4.5 **Engineering Standards.** Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan, (ii) do not materially impact the overall cost of the Project, and (iii) are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities.

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

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

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

seq., and are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities;

4.4.9 **Planning and Zoning Modifications.** Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not (i) reduce the Density Entitlements or (ii) materially impact the ability of Developer to develop the Project in accordance with the Site Plan or (iii) increase the overall cost of the Project; or

4.4.10 **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-20-509(1)(a)(ii)(A) (2026).

5. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs, (the "**Term**"). Unless otherwise agreed between the Parties, Celebration's vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Developer or the City intended to run with the land be terminated.

6. **Public Improvements.**

6.1 **Utilities and On-Site Infrastructure.** The City acknowledges that Celebration will prepare an Infrastructure Plan (a/k/a Civil Drawings). The Developer shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

6.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and Celebration acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise "upsized" or upgraded (collectively, the "**Excess Improvements**") at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or future developments on land areas outside of the Project's boundaries or owned by parties other than Developer (collectively, the "**Benefitted Property**"). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by Celebration:

6.2.1 **Reimbursements.** The City agrees that it shall reimburse the applicable Developer for, or to the extent permissible under then- applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Developer in the construction of Excess Improvements. Subject to the City's approval, Developer may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Developer, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Developer-for installing Off-site System Improvements to serve their property as required by State law. Said pioneering agreements shall have a maximum duration of 10 years from the date of City's acceptance of associated improvements.

6.2.2 **Building Fee and Impact Fee Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Developer for the amounts expended or costs incurred by the Property Owner in the construction of the Excess Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Impact Fees applicable to the Project.

6.2.3 **Backbone Improvements.** Developer shall be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

6.2.4 **Phasing of Master Planned Facilities.** Public Facilities shown on the City's Capital Facilities Plan shall be constructed in a phased proportion with the development.

6.6. **Utilities Provided by the City.** The Parties acknowledge that the Project will be served by Heber City for water, including secondary water. It is the intent by both Parties that the City shall continue to serve the project for these utilities as long as they have capacity and are capable of serving.

6.7. **Water Rights.** Developers shall be required to provide water rights to supply the Project. The amount of water shall be determined based upon the amount of water requirement assessed by the City Engineer to be used by the Project.

7. <u>Affordable Housing Requirement</u>.

7.1 **AMI Levels.** The entire Project is intended to be utilized as a workforce housing development with units that are deed restricted to maintain certain affordability criteria based on the area median income (AMI) in Wasatch County, Utah. The units within the Project shall comply with the following affordability criteria:

10% of the units at or below 40% AMI
40% of the units at or below 65% AMI
50% of the units at or below 65% AMI

7.2 **Deed Restrictions Protecting the Affordability.** Prior to issuance of a certificate of occupancy for the Project, Developer shall negotiate and enter into with the City a Deed Restrictions Covenant (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With the Land (the "Deed Restriction") to protect the affordability criteria for the Project, which Deed Restriction shall be in substantially the form attached hereto as **Exhibit D**.

8. **Building Permit Fees and Impact Fees.** City and Developer anticipate that the total impact fees (including and building permit fees) for the Project will be approximately $3.2 million dollars. A breakdown of the estimated impact fees and permit fees is attached hereto as **Exhibit E**. City has agreed to finance the repayment of said Impact Fees, including Impact Fees to be paid to other governmental entities, at the rate of four percent (4%) simple interest with a lump sum loan maturation date of twelve (12) years (the "**City Loan**"). Said debt shall be coordinated with Celebration's senior debt provider to ensure City with loan repayment obligation security. City has agreed to extend this loan under the express conditions that Celebration provide housing to Wasatch County Residents within the AMI targets expressed herein, and subject to negotiation of Note and Deed of Trust in a form that is acceptable to City.

9. **Conversion to For-Sale Units**. If Developer is not able to fully repay the City Loan, the City may, at the City's discretion, allow Developer to convert up to 50% of the units to for-sale market rate units to repay the City Loan. At City's sole discretion, City may also allow Developer to convert up to 50% of the units to for-sale market rates units during the term of the City Loan, provided that the City Loan shall become immediately due and payable upon conversion of any units.

9. **Bonding.** To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Developer shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit or cash bonds (all forms approved by the City) in relation to any on or off-site, publicly dedicated infrastructure or similar improvements for the Project (the **"Security"),** including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails. Notwithstanding anything to the contrary under the City's Vested Laws, Developer shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety. The Security required under this section shall otherwise conform to the requirements of State Law.

10. **Construction Standards and Requirements.**

10.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining Building Permits in accordance with the City's Vested Laws.

10.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause

to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

12. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Developer by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Developer with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

13. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 13.2 through 13.4), shall constitute a **"Default"** under this Agreement. Any notice given pursuant to the preceding sentence **("Asserted Default Notice")** shall comply with Section 13.1. To the extent Celebration pursues its rights under Paragraph 7 to cure the repayment of any Impact Fee to City, City shall authorize Celebration to convert units to condominium units and sell those units necessary to repay its Impact Fee obligation to City.

13.1. **Notice.** If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

13.1.1. **Contents of the Asserted Default Notice.** The Asserted Default Notice shall specify the claimed event of default and identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; identify why the claimed Default is claimed to be material; and specify the manner in which said failure may be satisfactorily cured.

13.2. **Cure.** Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the "Cure Period"). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

13.3. **Meet and Confer, Mediation, Arbitration.** Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, before initiating any formal litigation proceedings the Parties shall first engage in Mediation.

13.4. **Remedies.** If the Parties are not able to resolve the Default by Mediation, the Parties shall have the following remedies:

13.4.1. **Legal Remedies.** Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

13.4.2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

15. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Developer: Celebration Development, LLC
5200 South Highland Dr. Ste. 100
Salt Lake City, UT 84117

To the City: City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

15.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

15.1.1 **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

15.1.2 **Electronic Delivery.** Its actual receipt, if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

15.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

15.1.4 **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

16. **Administrative Amendments.**

16.1 **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

16.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Celebration or its successors.

16.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

16.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

16.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

16.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

16.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice

pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 16.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

16.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

16.2.5 **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the Council for final adjudication. The Council shall be the final determining body for any and *all* Modification Applications.

17. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

17.1 **Submissions of Modification Applications.** Only the City or Celebration or an assignee of Celebration, approved in writing by the City, and one that succeeds to all of the rights and obligations of Celebration under this Agreement may submit a Modification Application.

17.2 **Modification Application Contents.** Modification Applications shall:

17.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

17.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

17.2.3 **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

17.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and density of all such properties.

17.2.5 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

17.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

17.4 **Planning Commission Review of Modification Applications.**

17.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.
17.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation.

17.5 **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

17.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

17.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

17.8 **Amendments by Celebration.** Notwithstanding any other provision in this Agreement to the contrary, Celebration may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from Celebration or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific

development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor Celebration shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 17.

18. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

19. **Attorney Fees and Costs.** Subject to the Default provisions of Section 13 above, any and all disputes arising out of or related to the terms and conditions of this Agreement, including the interpretation and validity of the terms herein and the respective rights and obligations of the parties, shall first be negotiated informally in good faith between the parties. If such informal negotiations do not resolve the dispute, the parties shall participate, in good faith, in mediation. If mediation is unsuccessful, then either party may pursue whatever legal remedies may be available, at law or equity, before a court of competent jurisdiction, the losing party to the controversy shall pay to the successful party any and all costs and expenses, including reasonable attorney's fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

20. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this Agreement. This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

21. **Headings.** The captions used in this Agreement are for convenience only and not intended to be substantive provisions or evidence of intent.

22. **No Third-Party Rights/No Joint Venture.** *This* Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

24. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub - developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

25. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

26. **Termination**

26.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;

(ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;

(iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

(iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,

(v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or

(vi) In the event that the Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

26.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the Development Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer’s Successor(s) or assign(s) or any Owner.

26.3 **Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of the City.

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

28. **Hazardous, Toxic, and/or Contaminating Materials.** Developer shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by Developer on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

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

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

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

32. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

34. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Celebration each shall designate and appoint a representative to act as a liaison between the City and its various departments and Celebration. The initial representative for the City shall be City Manager, or his designee and the

initial representatives for Celebration shall be Russ Watts. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

35. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

36. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

37. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D,** shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Developer hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

38. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

39. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

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

41. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any

governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

[Signatures appear on the following two pages.]

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

CELEBRATIONS DEVELOPMENT, LLC, a Utah Limited Liability Company

By: _____
PROPERTY OWNER ACKNOWLEDGMENT

CITY

Heber City, a political subdivision of the State of Utah

By: _____

Approved as to form and legality:

Attest:

City Recorder

By _____

_____
CITY ACKNOWLEDGMENT

NOTARY PUBLIC

EXHIBIT A

TO DEVELOPMENT AGREEMENT FOR CELEBRATION MIXED USE RESIDENTIAL DEVELOPMENT

Legal Description

EXHIBIT B

EXHIBIT C

EXHIBIT D

MAYORAL PROCLAMATION

HEBER CITY, UTAH

COMMITMENT TO VOLUNTEERISM

WHEREAS Heber City firmly believes that the values of compassion, empathy, dignity, respect, and community service are the foundation of a united harmonious society and foster connections that transcend differences; and

WHEREAS former President George H.W. Bush said, "There could be no definition of a successful life that does not include service to others;" and

WHEREAS we acknowledge the profound and lasting impact that is achieved when we help our neighbors, especially those of diverse backgrounds, lifting them up to improve lives;

WHEREAS Heber City wants to nurture a culture of giving within our community, emphasizing that volunteerism is a source of personal fulfillment and community strength; and pledge to work side by side to learn from each other, increase mutual understanding, overcome misconceptions, and build new friendships; and

WHEREAS Heber City urges all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our City's progress and our well-being, regardless of background or belief;

WHEREAS Heber City wants to join other cities around the world that have also made this commitment to volunteerism;

NOW, THEREFORE, I, Heidi Franco, Mayor of Heber City, proclaim that Heber City commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities, and will regularly acknowledge and celebrate the contributions of volunteers.

DATED: August 4, 2026.

Heidi Franco

Heidi Franco, Heber City Mayor

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
July 21, 2026

DRAFT Minutes

5:30 p.m. Work Meeting
6:00 p.m. Regular Meeting

I. WORK MEETING - 5:30 P.M.

Mayor Heidi Franco called the meeting to order at 5:31 p.m. and welcomed everyone present.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney Council Member Aaron Cheatwood Council Member Mike Johnston - remotely - Departed 8:30 p.m. Council Member Morgan Murdock Council Member Sid Ostergaard
Staff Present:	City Manager Matt Brower Planning Manager Jamie Baron City Engineer Russ Funk City Attorney Jeremy Cook City Recorder Trina Cooke Chief of Police Parker Sever IT Specialist Anthon Beales Public Works Director Matthew Kennard

Staff Participating Remotely: IT Director Anthon Beales, Assistant City Manager J. Mark Smedley, Engineer Kyle Turnbow, Executive Assistant to the City Manager Lainee Meyers, Public Works Director Matthew Kennard, City Engineer Russell Funk, and Accounting Technician Wendy Anderson.

Also Present: Josh Weishar, Grace Doerfler, Brian Balls, Douglas Heiner, Colden Heiner, Linda L Middleton, Blaine Rigby, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Jami Hewlett, Steve P, A, ATC, B, Cody W, CP, Gary Bush, Grace Doerfler, Jen, Louise, Michael Miller, S, Shorty5, and SRH.

1. Resolution 2026-19 Property Tax Abatement (Heidi Franco, Mayor) - *20 min*

Mayor Franco explained that the purpose for the proposed property tax abatement was to assist the senior citizens in the community that were struggling to pay for the increased property taxes and inflation in the County. Property values had increased by 53% in 2021. The increase created a financial hardship for many seniors on fixed incomes. Mayor Franco provided the qualifications for the proposed abatement as outlined in the attached PowerPoint. She suggested a process for the City to contribute to the assistance for the senior citizens.

Council Member Barney proposed a sunset clause for the program. Council Member Johnston felt it was important to help more than just the seniors in the community as there were others that struggled to pay rent and had food insecurity. Council agreed the program was needed in the community and would continue to discuss implementation at a future meeting.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the Regular City Council Meeting to order at 6:04 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Sid Ostergaard, Council Member)

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

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

Council Member Johnston shared the following thought: There is no way to happiness, happiness is the way. He recognized that happiness was a choice and hoped more of us would choose happiness.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. New Police Officer Oath of Office

Chief of Police Parker Sever introduced new Heber City Police Officer Noah Roylance. Officer Roylance had recently graduated from the Police Academy. He was a local who had graduated from Wasatch High and had received much support from fellow officers who wanted him to join the department.

City Recorder Trina Cooke led new Police Officer Noah Roylance in the oath of office and Officer Roylance's wife pinned his badge to his uniform.

V. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

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

1. Public Hearing for Vacation of a Portion of Springs at Coyote Ridge Phase 4 Plat - Ordinance 2026-12 (Jamie Baron, Planning Manager) -

Planning Manager Jamie Baron provided the information for the proposed land vacation of a portion phase four of the Springs at Coyote Development. The area would be included in phase five of the development. State Code required a Public Hearing for the Council to take action as the land included a public right-of-way.

Mayor Franco opened the Public Hearing at 6:17 p.m. With no one coming forward to comment, the Public Hearing was closed at 6:18 p.m

Motion: Council Member Cheatwood moved to approve Ordinance 2026-12, as proposed, vacating a portion of the Springs at Coyote phase four, as described in the Staff Report.
Second: Council Member Osttergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

VII. PUBLIC COMMENTS: (2 min per person/30 min max)

Council Member Barney read a public comment from the Wasatch County High School Marching Band requesting the City not ban fireworks in order to allow the band their fundraising opportunity. The band operated a fireworks stand to pay for uniforms, props, staff, instruments, and transportation. The email is attached to the end of the meeting minutes.

VIII. CONSENT AGENDA:

1. June 16, 2026, City Council Meeting Minutes and the July 7, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

Mayor Franco noted the discussion on page two of the meeting minutes referred to a "resection basin" and should be corrected to read as "retention basin".

Motion: Council Member Cheatwood made the motion to approve the Consent Agenda with the one change mentioned to the June 16 Meeting Minutes.
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.**

IX. GENERAL BUSINESS ITEMS:

1. Pioneer Days Holiday Fireworks Prohibited July 22, 23, 24, and 25 (Matt Brower, City Manager, Clint Neerings, Fire Marshal) - *15 min*

Fire Marshal Clint Neerings advised that the Fire District did not take banning fireworks lightly. He explained that even with the recent rainfall, the land was still too dry for fireworks due to the lack of snowpack received during the previous winter. The recent heat added to the wildfire danger. Fire Marshal Troy Morgan further explained. The Fire Department was currently dealing with three fires in the County. Fireworks would be prohibited for the dates listed in Heber City.

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

1. Decision regarding Repair or Replacement of the Public Works Salt Storage Structure (Russ Funk, City Engineer) - *20 min*

City Engineer Russ Funk reminded Council they had approved a contract with Sunrise Engineering to repair or rebuild the salt shed at Public Works. Sunset Engineers had performed an analysis resulting in the recommendation to remove and replace the structure. Staff agreed with the recommendation. Staff hoped to have the building completed by the first of November. He shared the budget for the project was approximately half of the estimated rebuild cost. The hope was to be reimbursed through the ongoing litigation.

City Attorney Jeremy Cook provided a brief update regarding the ongoing litigation against the previous builder that had built the failing shed.

Mayor Franco opened the discussion for public comment at 6:46 p.m. With no one coming forward to comment, the public comment period was closed.

Motion: Council Member Cheatwood made the motion to decide on the replacement of the salt shed as explained in the Staff Report.
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. Approval of UDOT Betterment Agreement in the amount of $875,822.15 relating to the realignment and new traffic signal at the intersection of Mill Rd & Hwy 40 (Russ Funk, City Engineer) - *15 min*

City Attorney Russ Funk explained that UDOT (Utah Department of Transportation) had a road-widening project forthcoming including the installation of a traffic signal at Mill Road and Highway 40. He shared the concept map as included in the meeting materials. UDOT was willing to install the signal conditioned upon Mill Road being realigned perpendicularly to Highway 40 as anticipated by the City's existing Highway 40 Access Agreement with UDOT. Although design for the realignment was included in UDOT's project plans, the cost of the work and negotiation for the necessary property for the realignment would be the responsibility of Heber City. Staff had also been working with the owners and potential developers of the Heiner property located at the north-east corner of the intersection. It was anticipated that a property swap would take place where the property required for the realignment would be dedicated to Heber City, and that the unused portion of the existing right-of-way would be vacated back to the property owner with easements remaining for existing utilities. It was also anticipated that construction costs would be shared, with the property owner/developer paying for the standard roadway cross-section costs, and the City primarily using impact fees to pay for the increased costs to upgrade to a major collector cross-section.

Property owner Colden Heiner was present to answer Council questions.

Mayor Franco opened the discussion for public comment.

Melissa Burrough asked why the road was bending rather than going straight through. Mr. Funk shared an image from Google Earth to better explain the reason for the chosen road alignment including a better line of sight.

Brian Balls had been working with the Heiner family and the City to negotiate the land swap. Rulon Gardner, representative of the developers, further explained the road alignment and that the property owners and developer wished to continue to work with UDOT and the City towards an equally agreeable solution. Mr. Funk explained the developer's obligation to the City to build the road, install curb and gutter, and planter strips. He wanted Council to understand that negotiations would be ongoing. Discussion continued.

Bruce Zollinger, represented Cole and Doug and Sandy Heiner, who wished to sell the property, felt the Council should give consideration to the entire intersection. The Heiners would be in favor of moving forward with the first agreement proposed, but they were asking Council to be generous in helping them with the shared cost. Russ felt he needed to review the agreement further.

Jami Hewlett felt that Council Member Johnston should have disclosed a conflict of interest. She claimed he was Brian Balls boss and should have declared a conflict of interest. She said she was sick of Council Member Johnston's development meetings. She said there was supposed to be 10 acres of parks for every 1,000 people in the community. She didn't vote for more development and now there needed to be more schools and taxes raised. She had voted for more open space and wanted to know when the community would get a say in what happened in their City. Ms. Hewlett said she did not vote to allow developers to sell the property they owned to make more money. She said Heber was out of land. She asked where the parks were. She did not think it made any sense.

Brian Balls stated that he was not Mike Johnston's employee and he was not present representing their mutual employer but was there to help his friends, the Heiners. He felt the proposal was good for the City and the Master Plan. He felt there had been a lot of progress on the agreement and thought it was part of a city-wide safety improvement.

Mr. Funk felt that Council could approve the proposed agreement conditionally, and continue negotiations with the property owners, in order to allow UDOT to proceed on schedule. Council discussion continued.

Motion: Council Member Cheatwood made the motion to extend the public comment period for ten additional minutes.
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 opened the public comment period for 10 more minutes at 7:35 p.m.

Rulon Gardner stated that they wanted to see the project move forward and they would continue to crunch the numbers. He felt it was important to meet the UDOT timeline in order to not delay the project.

Bruce Zollinger agreed that the Heiners wanted to work through the details as well. He said the Heiner's were happy with the state of the progress being made

Jamie Hewlett asked why the developers were allowed to use the public comment period to push their agenda. She felt that more development created more taxes and the community kept having to pay more. She did not see any benefit to the community. She felt the City should look at ways to cut spending rather than continuing to allow development. She said everyone was raising taxes: the schools, the cities, and the counties. She had been on vacation and seen other roundabouts that did not spend $30,000.00 on an eagle but had placed an old tractor in the middle of the roundabout.

Ms. Hewlett felt there were ways the City could look at cutting spending. She accused Matt Brower of being under investigation by the State Auditor and asked why he would have control of the city's bank accounts. Mr. Brower clarified that he was not under investigation by the State Auditor's Office.

Mr. Funk explained that normally, a project like this would be done with the development. The properties were not yet being developed, therefore, the proposed agreement was rather out of the ordinary.

Motion: Council Member Cheatwood made the motion to approve entering into the betterment agreement with UDOT that had been discussed, with the understanding that Council was still in negotiations for the split between the developer, property owners, and the City.
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.**

XI. COMMUNICATION:

City Manager Matt Brower reminded Council of the Wasatch County Fair Days Parade scheduled for August 1, 2026. He asked which Council Members would be in attendance to distribute candy to the parade attendees. Council Members Murdock and Barney had confirmed they would be in attendance. The Mayor and Sid Ostergaard were maybes.

Mr. Brower informed that Staff had placed A-frame signs throughout town and reader-boards at the entrances to inform everyone that fireworks were prohibited throughout the Pioneer Day holiday. Alerts were also being pushed out through social media.

Council Member Barney wanted to ensure each Council Member had received the invitation from the Wasatch County School District for the dedication of the new Deer Creek High School on the 29th of July 2026.

Mayor Franco relayed an invitation to the Council to attend a flag unveiling ceremony to be hosted by the Daughters of the Utah Pioneers (DUP) at the DUP museum to be held that Friday, July 24, 2026. The DUP had restored a flag that had flown over Heber City on the day that Utah had become a state in 1896.

Mr. Brower recalled that Council had asked Terracon to determine a location for the monument to be included at Main Street Park. Terracon was designing the updated park plan. Council Member Johnston had agreed to design the monument. Council discussed their preferences for the location and design.

1. Council Board Reports (Council) - *45 min*

Council Member Johnston said the Airport Advisory Board (AAB) was meeting regularly. They had gotten through the lease agreements and the ad-hoc committee was working on updating the bylaws for the AAB.

Chief Sever shared that City Attorney Jeremy Cook was working on a Request for Proposals (RFP) for the Animal Control facility expansion. He explained they did not need anything fancy but there were necessary facility improvements that needed to be built to last. There was no money in the budget yet. The RFP was intended to discover how the necessary improvements could be implemented, how costs could be cut, and how to get the cost included in a future budget. He welcomed Council's suggestions. The Chief was also working with the County and other Cities to agree on on additional restrictions for feral cats.

Council Member Ostergaard had no updates from the Audit Committee. He recalled they had agreed to meet quarterly but had not been informed of a meeting since the one held in January.

Council Member Barney felt the Heber Valley Special Service District (HVSSD) Board was in a holding pattern based on information provided from studies performed. The results would be shared publicly in the coming months. There were ongoing analyses being performed targeting the feedback provided from the studies. She felt it was a frustrating process. She said the existing sewer system had never been intended to handle the growth that the Valley had experienced in recent years. The Mayor added that there had been new management and financial staff hired in recent years. Outreach had been made to other sewer districts seeking help or guidance to deal with the growth. HVSSD had dredged the cells that had been there since the 1980's and attempts to help mitigate the odor were ongoing. It continued to be an extreme expenditure. Council Member Johnston felt that the aged facility had outlived its life cycle. Additional details were discussed regarding the next steps HVSSD would take toward improvements and solutions.

Mayor Franco reported on the Heber Valley Railroad Board. She said there had been forward movement for an agreement between Wasatch County, the Railroad, and the County Parks and Rec Department on the proposed 600 West improvements to help the Railroad Depot continue momentum towards becoming a tourism center. There was the possibility of pedestrian bridge under discussion. Parks and Rec wanted to keep all their ball fields and walkways. The Polar Express Train had been almost entirely sold out for 2026 already. The Railroad was experiencing quite a lot of success. The Mayor provided additional details of the ongoing discussions for improvements and the potential benefits to the entire community. City Engineer Russ Funk felt the discussions regarding improvements to the 600 West intersection and possible roundabout near the Railroad Depot needed to involve the City Staff. Additional discussion and details continued.

Council Member Ostergaard provided the update regarding the Heber Valley Tourism and Economic Development board. Heber Valley had hired a consultant to advise on an updated vision statement. The board had put much consideration into the process. He felt it was great for Heber City and the board was especially excited about what the City was trying to do with the downtown plaza. Tourism was going up. The train was the second most popular draw in the Valley, with Wasatch State Park coming in first. The Grand Hyatt sent their visitors to Midway and Council Member Ostergaard hoped that Heber City's efforts could soon redirect visitors to Heber City. Council discussion continued.

Council Member Barney shared that the Historical Preservation Commission had met the day previous. Rachel Kahler, Executive Director for the Community Alliance for Main Street (CAMS), had participated and the informed of an ongoing historical reconnaissance. A grant had been received for the study in the amount of $50,000.00. Heber City was being considered on the national level as a historical district. Council Member Barney said that properties that wished to apply for historical designation would allow the property-owners to apply for funding for repairs and upgrades while maintaining the accurate historical appearance of their properties. Plaques had been placed in front of the properties identified. CAMS was trying to hand-off the process to the Historical Preservation Commission and they were looking to identify 13 more structures for the historical designation. The Hicken barn was being considered. It was an original structure built to be held together with pegs rather than nails. The Murdock cabin was being considered as well. The study included a plan for historical bus tours. Ghost tours were planned. Another idea had been to consider improving the bell tower at the Tabernacle, to clean it up and add handrails, and to open it for tours. They were seeking funding mechanisms. CAMS had offered to purchase the remaining 13 plaques to complete the tour. There was only $6,000 remaining from the TAP (Trails, Arts, and Parks) tax grant. The purpose of the Historical Preservation Commission was to share stories to preserve the history of the Valley for future generations.

Council Member Cheatwood provided an update for the North Village Special Service District (NVSSD). Part of his onboarding had been training on their assets and a tour of the extensive conduit piping infrastructure. They were focusing on capacity, planning for the future, and had passed draught mitigation for the water to be extended as far as possible for the season. They had a top-of-the-line filtration system for their waste treatment, focusing on treatment and sustainability. He continued to provide additional details of the service efforts made by NVSSD. The Mayor added that NVSSD was building a lift treatment system for sewer and had room for expansion. She noted they had a great staff and great expertise. There were plans to construct a water tank for the area as well.

Council Member Barney shared an update for the Parks, Open Space, Trails, and Trees (POSTT) committee. She praised Brandon Puett, Parks and Cemetery Foreman, for the excellent job he was doing to assist the committee.

POSTT commitee co-Chair Mia Yue, who also served as the chair for the Wasatch Trails Foundation, provided the trails updates at the POSTT meetings. The committee also spoke about the WOW trail to Deer Creek, open space updates, and the third party conservation easement at Jordanelle Ridge. Council Member Barney felt that POSTT worked well with City Staff. The tree sub-committee had been struggling since the departure of the former Chair, Melanie Funk. The POSTT committee welcomed feedback from Council. They were currently taking a brief hiatus. POSTT had helped with the pump track and felt Heber could use a second track on the east side. She said the intention of the POSTT committee was to forward recommendations to Council. The committee worked to report problems or issues and remained very involved.

Council Member Cheatwood served on the Personnel Policy Committee along with Council Member Ostergaard and said they tried to have one of them attend each meeting. He felt Staff did a great job and tried to treat all employees fairly. The committee took input well, held good discussions, met regularly. and proactively tried to meet personnel needs.

Mayor Franco reported on the meeting of the Fire Advisory Board. The Fire District was building a new facility in Hideout and had a temporary facility in Wolf Creek. The City continued to work towards the purchase of the Fire District facility that had been vacated when the District had completed and moved into their new facility on 1200 South. She listed the seven locations in the County that the District maintained facilities. She recalled the sales tax approved to fund the Fire Districts expansion. The District had performed an employee satisfaction survey and would be distributing a satisfaction survey to the public as well. The District continued to offer monthly classes for first aid and CPR.

Council Members Ostergaard and Murdock served on the board for the Housing Authority. The Board was currently investigating employing an Executive Director to work full-time. Mountainlands Affordable Housing was the consultant trying to speed up and streamline the qualifying process. There would be a ribbon-cutting for the next Self-Help Homes project located at Parkview Place. The Board was also working with the CROWN program. Heber City had distributed a Request for Proposals (RFP) for housing assessment needs in the Valley. There were pre-qualifying options available online through the Housing Authority for affordable housing. There were developers presenting to the Board that would be presenting to the City. Council Member Murdock enjoyed sitting on the Board and felt it was very informative, and he had learned a lot. He share some additional information and experiences on the Board.

Mayor Franco provided the update from the Wasatch Open Lands Board (WOLB). She described the funding process for land acquisition and referred to two parcels the Board continued to work towards acquiring for open land preservation. The Board hoped to get another open space bond and wished to raise awareness for the success of the 2018 bond. There had been a sticker contest, and a brochure to raise public awareness. The Board was trying to collaborate with as many entities to preserve the open space.

Mayor Franco referred back to the Railroad stating their wish to host a Heritage Days event in September in collaboration with the County.

Council Member Cheatwood shared the updates for the Heber Light and Power (HL&P) board. The Board had been discussing an initiative called a "New Day Ahead" to forecast future energy needs. He shared the many ongoing efforts of the Board and HL&P staff to project and meet the energy needs in the community. HL&P relied heavily on capital fund projects and held many assets. The Board was looking at periodic rate increases more often to keep up with the needs. The employee operating manual had been updated to implement better structure. HL&P had recently opened their new headquarters. They continued to work towards better financial stewardship to offer transparency on how they spent money and how they saved money, but they continued to have issues such as very high insurance rates. They continued to observe overall risk and to ensure resilience. Board representatives had attended a national conference recently. Mayor Franco added that they were looking to build a natural gas plant. Impact fees were not keeping up. There would be a rate comparison study as rates were expected to continue to increase. There were also concerns with easements and HL&P continued to work with Heber City to provide adequate utility easements. Council continued to discuss as many more details were provided.

Council Member Barney had nothing new to share by way of the Wasatch County Irrigation Boards. Her notes had been lost with her phone switch from her old phone to new. She had not been to a meeting since January, but meetings were typically held just once a year.

Council Member Murdock had received a newly created appointment to the County Community Caring Coalition that was compiled of multiple agencies and organizations throughout the community. He felt it was proving to be a very informative and collaborative group. The group had recently analyzed the Student Health and Risk Prevention (SHARP) survey that collected anonymous student feedback regarding substance abuse, mental health needs, social media, safety, social connections, and many other different areas. He had found it informative and felt there had been some definite positives that came from the information gathered. Mental health seemed to be improving. Parents mattered and played a critical role in their children's lives. Drug and alcohol use was down but there were also matters that needed additional attention to help with the students well-being. He provided additional community updates, including the annual Family Dinner in the Park would be held at Southfield Park on September 14, 2026, again.

Mayor Franco had hoped to hold the Committee and Board updates quarterly but felt it would not be done again until the end of the year.

Council Member Murdock added that he was on the 911 National Day of Service Committee. He had emailed Council that it would be held on Saturday, September 12, 2026, at 9:00 a.m. beginning with the opening ceremonies, including the flag raising.

The Committee hoped to complete 150 service projects and needed to gather many volunteers to accomplish the goal. He reiterated Council Member Barney's sentiment about Parks Foreman Brandon Puett's willingness to collaborate and assist this Committee as well.

XII. ADJOURNMENT:

Motion: Council Member Barney made the motion to adjourn.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Ostergaard, Barney, Cheatwood, and Murdock.
Voting No: None.
Council Member Johnston had departed.
The **Motion Passed 4-0.**
The Heber City Council Meeting was adjourned at 9:32 p.m.

_____
Trina Cooke, City Recorder

PUBLIC COMMENTS: (received by email)

From: Daigh Marshall [redacted]
Sent: Monday, 20 July 2026 20:35:41
To: City Council <citycouncil@heberut.gov>
Subject: (EXTERNAL) Firework policy

Hello,

As you might know, the marching band for Wasatch high school and Deer Creek high school run a firework stand to raise funds for our marching band season. These funds go towards uniforms, props, staff, instruments, and transportation. It would be in our favor to allow the use of fireworks during Pioneer Day in the Heber area so the marching band can have another comfortable season financially.

Thanks, Daigh

Heber City Council Staff Report

MEETING DATE:	8/4/2026
SUBJECT:	General Engineering Project Updates
RESPONSIBLE:	Russ Funk
DEPARTMENT:	Engineering
STRATEGIC RELEVANCE:	Community and Economic Development Infrastructure Sustainability

SUMMARY

General project update for City Council

RECOMMENDATION

BACKGROUND

DISCUSSION

Deer Creek High School Signal
Mill Rd & 980 South School Crossing Improvements
North Village Debris/Detention Basins
2026 Road Maintenance Project
2026 Road Striping Project
300 South Trail Project
300 West Safe Sidewalk Project
Main Street SS4A Safety Study
Daniel Road Pressurized Irrigation Improvements
UDOT Rail Trail
Muirfield Park
100 West Improvements
Mill Rd Roundabout

Other Projects as Requested by Council

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

None

Heber City Council Staff Report

MEETING DATE: 8/4/2026
SUBJECT: Cemetery Master Plan Update
RESPONSIBLE: Matthew Kennard
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

Heber City's 2020 Cemetery Master Plan no longer fully reflects existing conditions at the cemetery. Since that plan was prepared, Heritage Farms Parkway has been constructed , a detention basin has been constructed at the west end of the cemetery, and a new cemetery access road and parking area have been constructed between the parkway and the Cemetery Administration Building. The Cemetery Administration Building and Columbarium have also been completed.

Dan Cable of EDA Land Planning prepared the updated Master Plan to incorporate these completed improvements and detail how the remaining area would expand or layout. The update also addresses the potential Temple Har Shalom area, proposed changes to the maintenance yard and area surrounding the former maintenance shop, and the planned Atlas Tower cellular facility east of the maintenance shop. Staff will present the principal changes and request feedback from the Mayor and City Council. No formal action or vote is requested.

RECOMMENDATION

Receive a presentation regarding the updated Heber City Cemetery Master Plan and provide feedback concerning the proposed revisions and future planning concepts. No formal action or vote is requested.

BACKGROUND

The Heber City Council reviewed cemetery master-plan concepts during 2020 and adopted the Cemetery Master Plan later that year. The plan was intended to guide the continued development and efficient use of the cemetery while accommodating a variety of burial and cremation options.

Several substantial improvements have since been constructed that were not reflected as existing conditions in the 2020 plan:

- Heritage Farms Parkway, identified as the "bypass road" in the master-plan drawings, has been constructed farther south within the cemetery property.

- A detention basin has been constructed at the west end of the cemetery, occupying land previously available for potential cemetery development.
- A cemetery access road and parking area serving the Cemetery Administration Building have been constructed.
- The Cemetery Administration Building and Columbarium have been completed.

These completed improvements, together with additional operational and planning considerations, warranted updating the master plan so it accurately reflects existing conditions and provides a coordinated framework for the cemetery's future development.

DISCUSSION

Dan Cable of EDA Land Planning prepared the updated Cemetery Master Plan to reflect the improvements that have been completed since the 2020 plan, along with current operational needs and potential future uses. The updated plan shows how these changes affect the cemetery's remaining burial area and future layout.

Heritage Farms Parkway, Cemetery Access, and Parking

Heritage Farms Parkway, identified as the "bypass road" on the master plan, was constructed farther south within the cemetery property than shown on the previous plan. This alignment reduced and reconfigured some of the land previously available for cemetery development. The updated plan reflects the parkway's current location and revises the surrounding burial areas, landscaping, buffers, internal roads, and traffic accordingly.

The access road connecting Heritage Farms Parkway to the Cemetery Administration Building and the associated parking area have also been completed and are now shown as existing improvements.

Western Detention Basin

The detention basin at the west end of the cemetery has been constructed on land that otherwise could have been used for burial plots or other cemetery purposes. The updated plan reflects the basin and revises the surrounding cemetery layout to account for the resulting loss of burial area.

The updated plan does not calculate the number of burial spaces displaced by the basin.

Cemetery Administration Building and Columbarium

The Cemetery Administration Building, Columbarium, access road, parking area, and related site improvements have been completed. The updated plan now shows these as existing facilities rather than future projects.

The plan also identifies possible future uses for the area surrounding the Administration Building and Columbarium, including additional cremation options, estate burials, lawn burials, landscaping, and related cemetery features. These concepts would require additional planning and funding before moving forward.

Temple Har Shalom Area

The updated master plan identifies an area that Temple Har Shalom may purchase for a dedicated Jewish burial section. Two possible layouts are included for Council review. Both concepts show burial plots, internal walkways, perimeter landscaping and fencing, ceremonial features, security considerations, access, and a washing fountain.

The primary differences are the internal layouts and estimated numbers of burial spaces. Concept 1 includes approximately 860 lawn-burial spaces, while Concept 2 includes approximately 822.

Showing these concepts in the master plan does not approve the sale of the property or establish the final boundary, layout, number of burial spaces, improvements, or price. Any proposed property transaction or related agreement would be brought to the Council separately.

Maintenance Yard and Former Maintenance Shop

Construction of the Cemetery Administration Building changed how the City uses the maintenance yard and the area surrounding the former maintenance shop. The updated plan shows possible changes to material storage areas, parking, access, utilities, landscaping, and future burial areas.

The intent is to maintain an efficient working area for cemetery operations while making the best long-term use of the surrounding property. The improvements shown in this area are conceptual only, unless they have already been constructed.

Future Atlas Tower Cellular Facility

The updated master plan identifies a “Future Cell Tower Area” east of the existing maintenance building. Atlas Tower plans to construct a cellular tower compound within this area.

Showing the cell tower area on the master plan allows the City to account for it when planning maintenance operations, access, utilities, landscaping, burial areas, and other future uses in this portion of the cemetery. The plan does not establish the compound’s final dimensions or exact construction footprint.

Other Plan Updates

The updated plan also includes or refines several other long-term planning elements:

- Future lawn burial and premium burial areas;
- Cremation garden and estate burial options;
- Cemetery roads and internal circulation;
- Landscaping and buffers along roadways and neighboring properties;
- Stormwater and drainage features;
- Potential burial areas where existing roads may eventually be removed or realigned; and
- Connections between existing and future cemetery sections.

These elements are intended to guide future planning. Individual projects will still require review of their design, cost, funding, operational effects, and maintenance needs before proceeding.

Staff is requesting Council feedback on whether the updated master plan appropriately reflects the completed improvements and addresses the potential Temple Har Shalom area, future use of the

maintenance-yard area, the proposed cell tower area, and the cemetery's remaining long-term needs.

FISCAL IMPACT

Receiving the presentation and providing feedback will not create an immediate fiscal commitment or require an additional appropriation.

The updated master plan identifies future cemetery roads, drainage facilities, and other improvements needed to provide access to new burial areas. Staff plans to increase the cost of grave plots in these new areas by approximately $133 per plot to generate the funding needed to construct those improvements. The specific adjustment will be finalized based on the anticipated infrastructure costs and the number of plots available to share those costs.

The completed alignment of Heritage Farms Parkway and the detention basin at the west end of the cemetery have also reduced and reconfigured land that could otherwise have been used for burials. This may affect the cemetery's long-term burial capacity and associated revenue, although those impacts have not been quantified.

Other future improvements shown in the master plan will require additional review of costs, available funding, and maintenance obligations before proceeding. Inclusion in the master plan does not authorize construction or expenditure of funds.

CONCLUSION

Staff recommends that the Mayor and City Council receive the presentation and provide feedback on the updated Cemetery Master Plan. No formal action or vote is requested at this time.

The updated plan reflects improvements completed since the 2020 plan and provides direction for future cemetery development. Staff is specifically seeking feedback regarding the potential Temple Har Shalom area, future use of the maintenance yard area, the proposed cell tower area, and the cemetery's remaining long-term burial and operational needs.

Staff will consider the Council's comments and incorporate appropriate revisions before bringing the updated Cemetery Master Plan back to the Council at a later date for formal approval. Future projects, property transactions, agreements, and funding requests identified through the planning process will be presented separately as needed.

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: Public Works
Staff member: Matthew Kennard, Public Works Director

EXHIBITS

1. Cemetery Master Plan Documents_Heber City 7-24-26

Cemetery Master Plan Update

Heber City Cemetery
680 North 550 East
Heber City, UT 84032

Prepared By:
EDA Land Planning
772 E. 3300 S. Suite 110
Salt Lake City, UT 84106
801.924.2296

July 24, 2026

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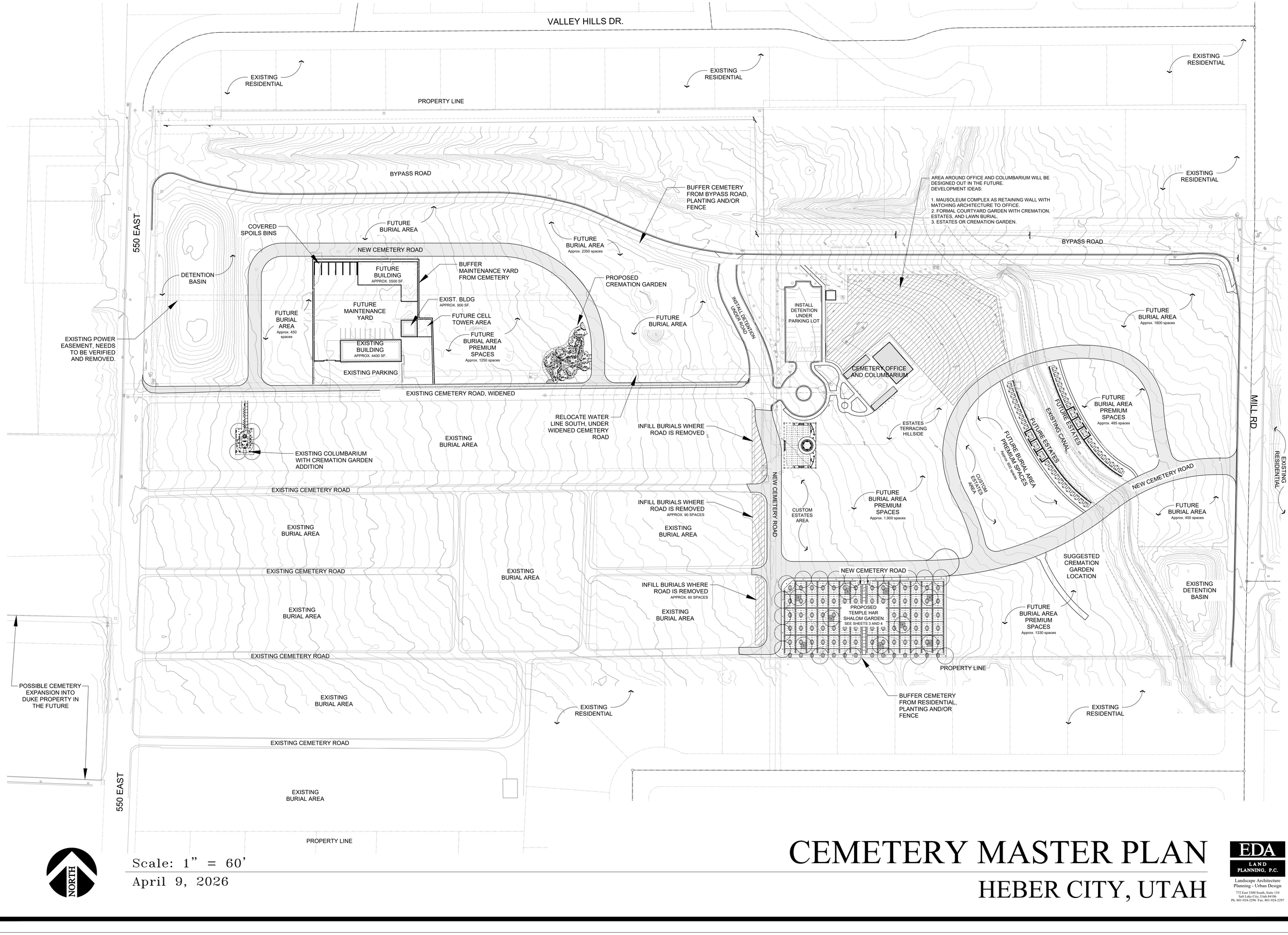
Cemetery Master Plan – Color 4
Existing Cremation Garden Master Plan 5
Future Cremation Garden Master Plan 6
Temple Har Shalom – Concept 1 7
Temple Har Shalom – Concept 2 8



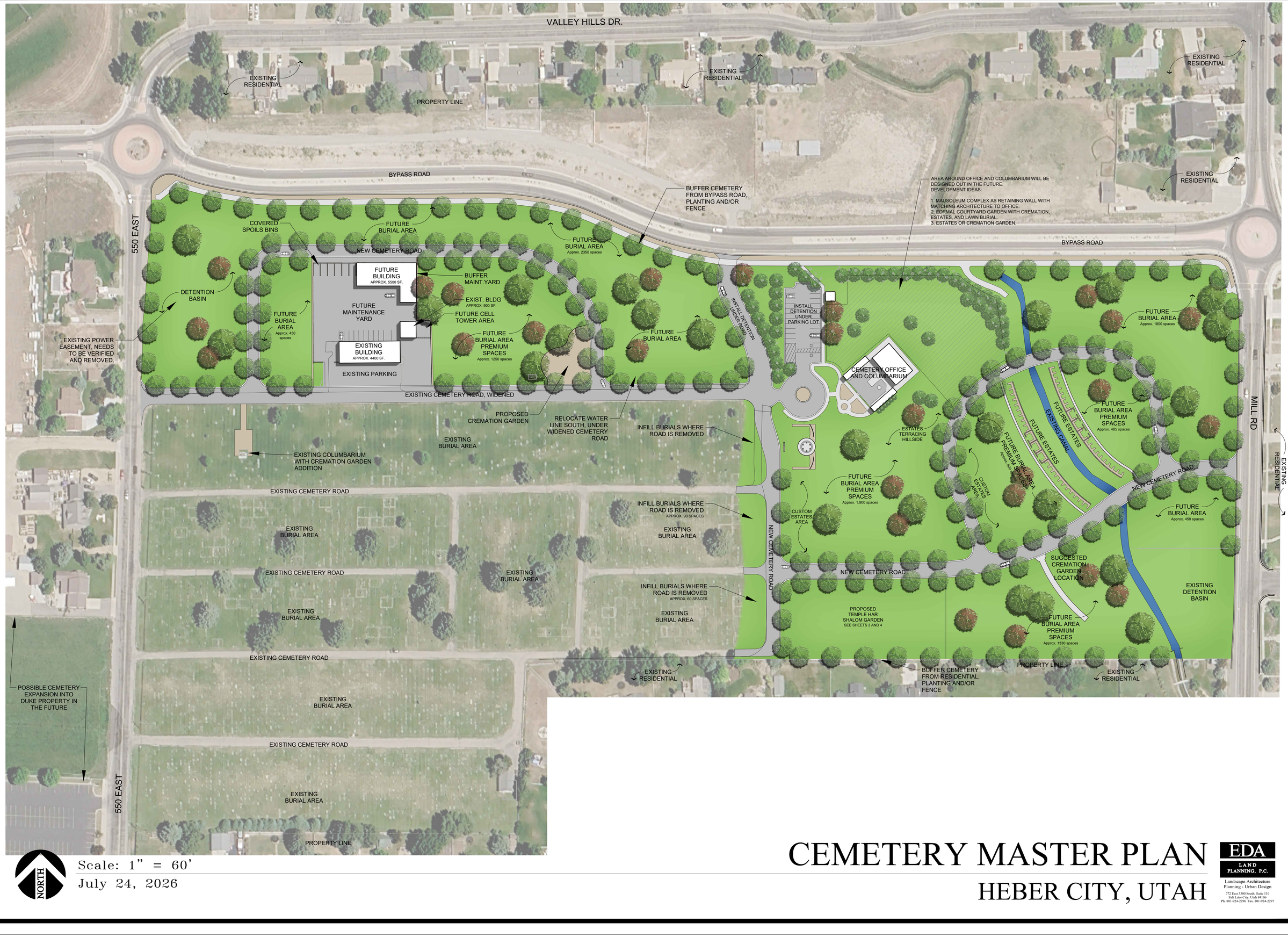
Scale: 1” = 60’

April 9, 2026

CEMETERY MASTER PLAN

HEBER CITY, UTAH

EDA
LAND PLANNING, P.C.
Landscape Architecture
Planning - Urban Design
772 East 3300 South, Suite 110
Salt Lake City, Utah 84106
Ph. 801-924-2296 Fax. 801-924-2297



Scale: 1” = 60’

July 24, 2026

CEMETERY MASTER PLAN

HEBER CITY, UTAH

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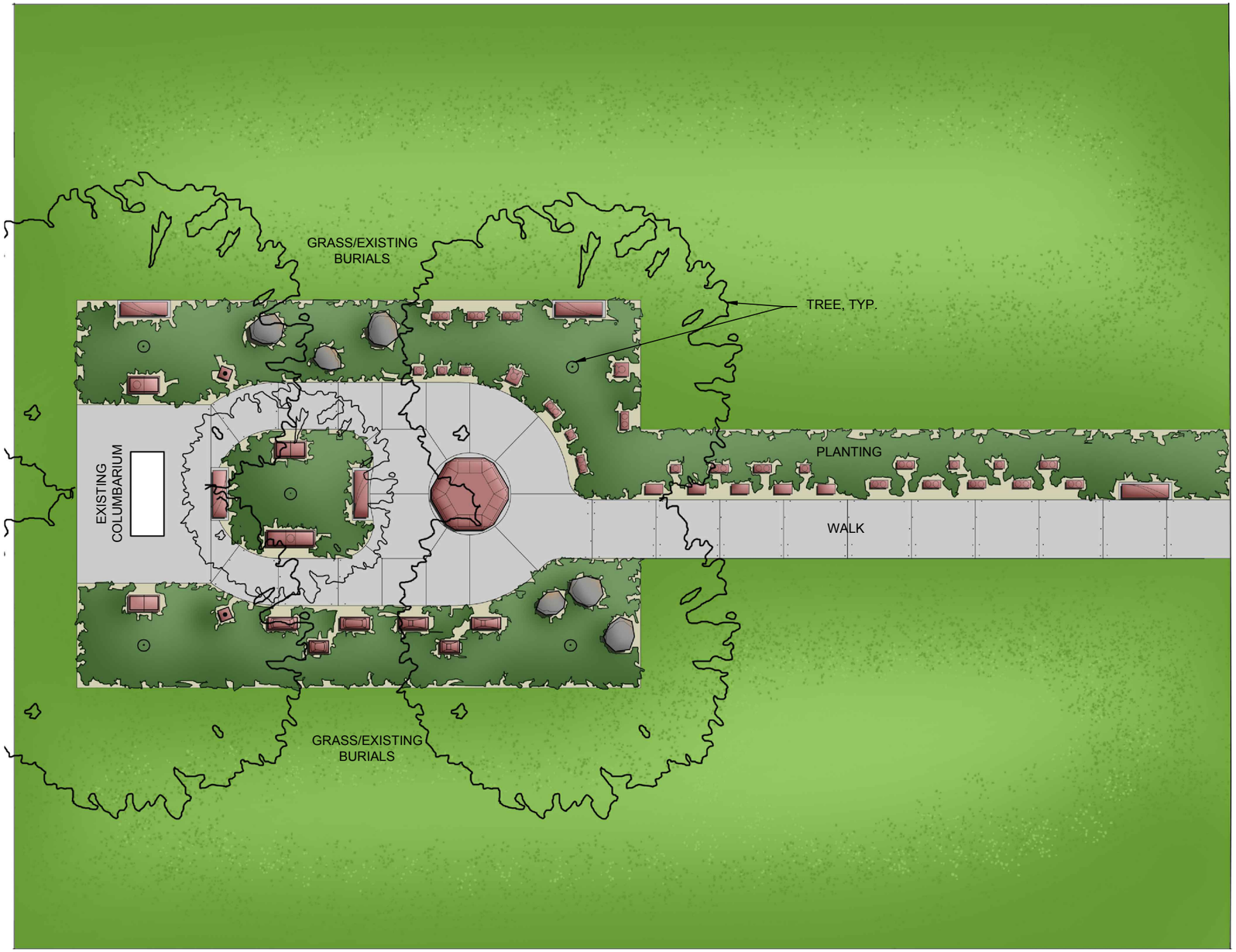


Legend

SYMBOL	PRODUCT DESCRIPTION	QTY	I.R. PER UNIT	TOTAL I.R.
	GRANITE TABLET W/ VAULT	5	2	10
	PREMIUM COMPANION POST MARKER - TOP LOAD	15	2	30
	PREMIUM INDIVIDUAL POST MARKER - TOP LOAD	8	1	8
	SHIELD COMPANION MARKER	2	2	4
	PEAK COMPANION MARKER	2	2	4
	SHIELD INDIVIDUAL MARKER	1	1	1
	PEAK INDIVIDUAL MARKER	1	1	1
	4 NICHE LARGE FAMILY COLUMBARIUM	1	4	4
	4 NICHE SMALL FAMILY COLUMBARIUM	2	4	8
	2 NICHE SMALL FAMILY COLULMBARIUM	1	2	2
	CREMATION PEDESTAL W/ SCULPTURE TOP	1	1-4	1-4
	CREMATION PILLAR	2	1-4	2-8
	CREMATION BENCH FOR 4	5	4	20
	CORED CREMATION BOULDER	6	2	12
	64 NICHE CIRCULAR COLUMBARIUM	1	64	64
		53		171-180

NORTH

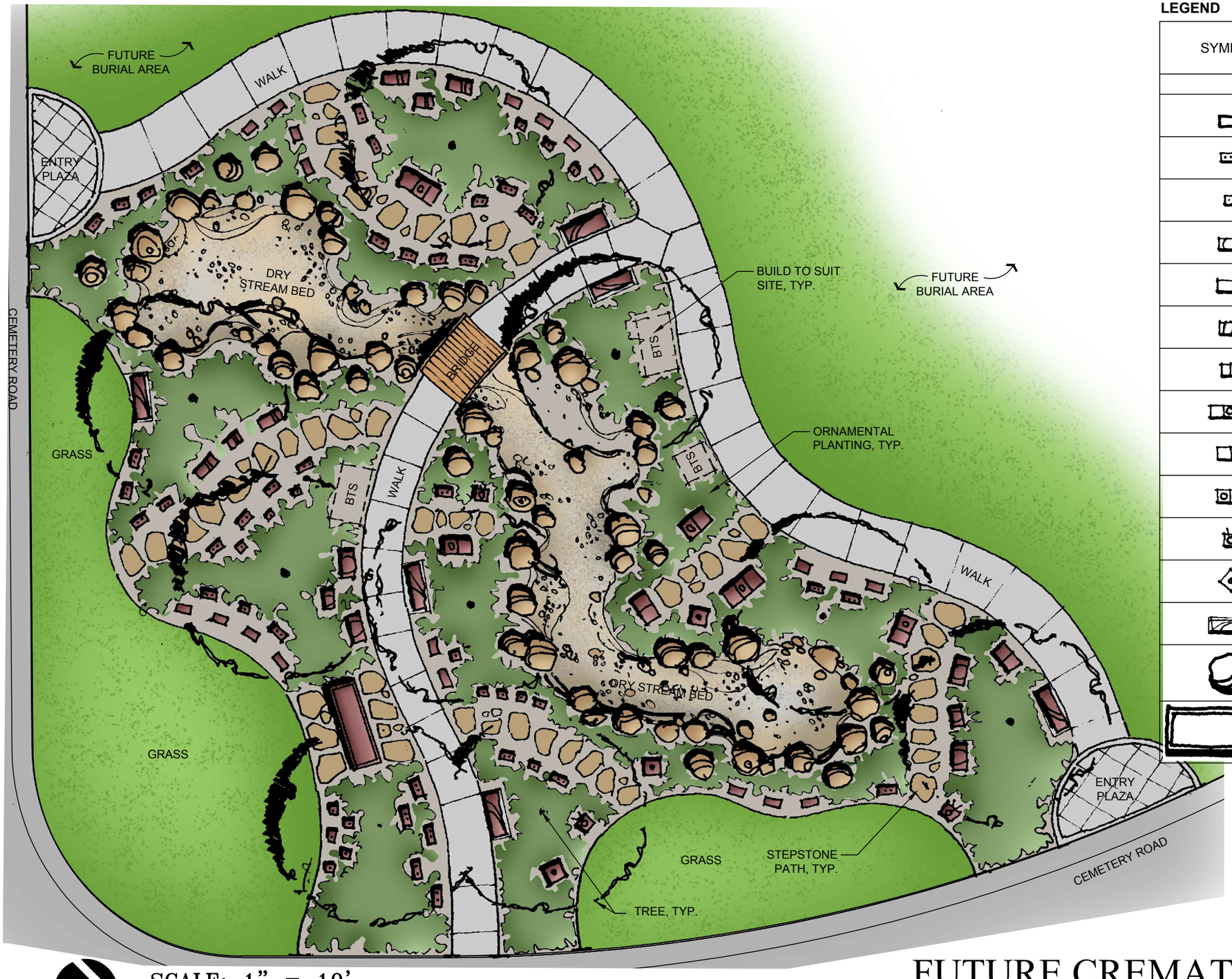
SCALE: 1" = 10'

July 24, 2020

EXISTING CREMATION GARDEN ADDITION

HEBER CITY CEMETERY MASTER PLAN

EDA
LAND PLANNING, P.C.
Landscape Architecture
Planning - Urban Design
772 East 3300 South, Suite 110
Salt Lake City, Utah 84106
Ph. 801-924-2296 Fax. 801-924-2297



LEGEND

SYMBOL	PRODUCT DESCRIPTION	QTY	I.R. PER UNIT	TOTAL I.R.
	GRANITE TABLET W/ VAULT	20	2	40
	PREMIUM COMPANION POST MARKER - TOP LOAD	33	2	66
	PREMIUM INDIVIDUAL POST MARKER - TOP LOAD	18	1	18
	SHIELD COMPANION MARKER	4	2	8
	PEAK COMPANION MARKER	4	2	8
	SHIELD INDIVIDUAL MARKER	2	1	2
	PEAK INDIVIDUAL MARKER	2	1	2
	4 NICHE LARGE FAMILY COLUMBARIUM	2	4	8
	4 NICHE SMALL FAMILY COLUMBARIUM	2	4	8
	2 NICHE SMALL FAMILY COLULMBARIUM	3	2	6
	CREMATION PEDESTAL W/ SCULPTURE TOP	3	1-4	3-12
	CREMATION PILLAR	3	1-4	3-12
	CREMATION BENCH FOR 4	6	4	24
	CORED CREMATION BOULDER	55	2	110
	48 NICHE COMMUNITY COLUMBARIUM	1	48	48

TOTAL I.R. - 354-372

NORTH

SCALE: 1" = 10'

July 28, 2020

FUTURE CREMATION GARDEN

HEBER CITY CEMETERY MASTER PLAN

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LAND PLANNING, P.C.
Landscape Architecture
Planning - Urban Design
772 East 3300 South, Suite 110
Salt Lake City, Utah 84106
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NORTH

Scale: 1" = 30'

July 24, 2026

TEMPLE HAR SHALOM - CONCEPT 1

HEBER CITY CEMETERY

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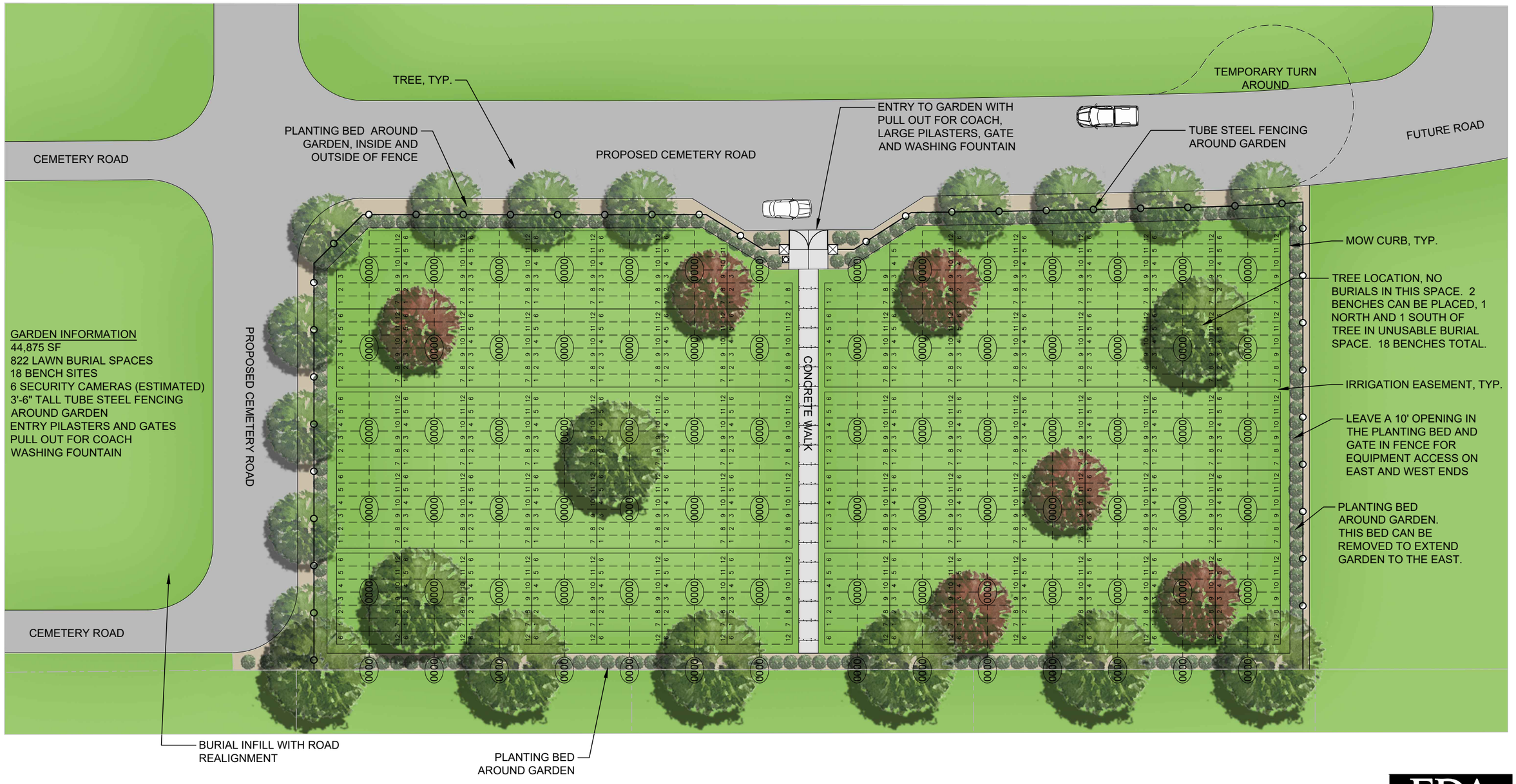

GARDEN INFORMATION
44,875 SF
822 LAWN BURIAL SPACES
18 BENCH SITES
6 SECURITY CAMERAS (ESTIMATED)
3'-6" TALL TUBE STEEL FENCING AROUND GARDEN
ENTRY PILASTERS AND GATES
PULL OUT FOR COACH
WASHING FOUNTAIN

NORTH

Scale: 1" = 30'

July 24, 2026

TEMPLE HAR SHALOM - CONCEPT 2

HEBER CITY CEMETERY

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Landscape Architecture
Planning - Urban Design
772 East 3300 South, Suite 110
Salt Lake City, Utah 84106
Ph. 801-924-2296 Fax. 801-924-2297

Heber City Council Staff Report

MEETING DATE: 8/4/2026

SUBJECT: Ordinance 2026-14 Amending Section 10.16.010 in the Heber City Code: Unlawful to Disobey Parking Regulations

RESPONSIBLE: J. Mark Smedley

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

City staff recommends revising the current classification and associated penalties for parking violations within the Heber City Municipal Code, Section 10.16.010, ***UNLAWFUL TO DISOBEY PARKING REGULATIONS,*** from a Class C Misdemeanor to an Infraction, and that the minimum fine amount be increased from $25.00 to **$50.00.**

Based on internal evaluation and coordinated discussions among the Police Department, Prosecutor's Office, Justice Court, and Administration, staff believes these changes will better align parking enforcement with the nature, frequency, and severity of the conduct involved.

RECOMMENDATION

Consideration and approval of revisions to the penalty classification for parking violations to designate such violations as Infractions and adjust enforcement and sanctions accordingly.

BACKGROUND

Over the past several months, the Heber City Code Enforcement Committee has met regularly to review the City's code, nuisance-violation policies, and enforcement processes. These discussions have focused on improving coordination among the Police Department, Prosecution, Legal, Public Works, and Building and Planning. As a result, the Committee has developed proposals to streamline communication and enforcement procedures.

This work has led to recommended updates to the Heber City Municipal Code, including revisions to fine amounts, the organization of offenses, and the categorization of charges. In support of these efforts, the County's IT technician—who specializes in State Code modulation and law-enforcement data entry—has been working with Travis Price to incorporate City parking and nuisance violations into the Spillman system. This integration will give officers easier access to City-specific charges and greater flexibility when issuing citations.

Importantly, the technician has assisted in entering Heber City's municipal code directly into the Police Department's law-enforcement database, ensuring that local code provisions are readily accessible to officers. This is beneficial because the City's code provides more detailed guidance than the State Code, enabling more accurate and efficient enforcement. These proposed updates will be presented to the City Council in upcoming meetings.

Generally, parking violations within Heber City are generally low-level, non-threatening regulatory offenses. Over time, city staff has observed:

- Increasing administrative and judicial resources being devoted to minor parking matters, because violators don't want a Class C Misdemeanor on their record for a mere nonmoving violation.
- Inconsistencies between the current classification of parking violations and modern best practices in municipal code enforcement;
- A need for penalty structures that are proportionate, uniform, and easier for the public to understand;
- This as an opportunity to streamline enforcement and reduce unnecessary burdens on the Police Department, the Justice Court, and the Prosecutor's Office associated with parking enforcement.

During staff-level discussions, departments jointly concluded that the current categorization of parking violations in this Section does not reflect the intended scope or seriousness of the conduct. The Class C Misdemeanor designation has created inefficiencies and unnecessary expenses in enforcement and adjudication. Because parking citations currently carry a misdemeanor classification, defendants are more inclined to contest otherwise simple violations—particularly given that the associated fines are minimal compared to other jurisdictions.

To address these concerns, the Committee recommends reclassifying parking violations from a misdemeanor to an infraction—the lowest level of non-moving criminal offense—and increasing the associated fine. This change is expected to reduce challenges to parking citations in two primary ways: violations will no longer appear as misdemeanors on a criminal record, and although fines will increase, the incentive to contest them will be significantly reduced.

Additionally, individuals who are summoned to court but delay, refuse, or fail to pay their citations will be subject to escalating fines and late fees. As a last resort, warrants may be issued for unpaid parking tickets.

DISCUSSION

Reclassifying parking violations as **Infractions** provides the following benefits:

- Ensures proportional penalties appropriate to non-criminal, non-hazardous behavior.
- Promotes consistent enforcement across similar violations.

- Reduces administrative and judicial processing demands.
- Preserves the City's ability to impose fines, late fees, and collection mechanisms appropriate for civil-level regulatory violations.
- Aligns Heber City's parking enforcement structure with commonly adopted standards in Utah municipalities.

City staff from all relevant departments concur that updating the code to clearly classify parking violations as Infractions will provide clarity to the public, improve enforcement consistency, and better match the operational realities of parking regulation within city limits.

Staff further recommend that, in addition to increasing the initial minimum fine to $50.00, the Section be amended to include an escalating fine schedule for any violation that remains unpaid beyond designated time periods.

Comparison With Statewide Practices

Ogden and **West Valley City**: escalation via early-payment reductions: · Pay within **15 days** from the notice: **$80 reduction**

· Pay between **16–30 days**: **$40 reduction**

· After **30 days**, full fine applies

Park City: structured late-fee addition after 20 days, with further consequences after 30 days

In reviewing parking enforcement practices throughout Utah, parking fines in Utah typically range from **$20 to $150**, depending on the type and severity of the violation, with higher amounts commonly imposed for priority violations such as blocking fire hydrants or parking in accessible spaces

These amounts are consistent with the fee structures used in many cities with active parking enforcement programs.

In addition to base fine levels, some Utah courts uniformly apply an escalating penalty schedule for unpaid citations. A generally accepted standard under the Utah Uniform Fine Schedule provides that if a citation is not paid or responded to within **14 days**, a **$50 late penalty** is added. If the citation remains unpaid after **40 days**, an **additional $75 penalty** is imposed.

This escalation framework is widely used across Utah municipalities and serves to encourage timely resolution of parking violations while maintaining consistency with statewide administrative practices.

These late-payment increments can serve as automated escalation in the absence of filing payment or appearance.

Based on this review, City staff finds that adopting these generally recognized ranges and escalation standards would align Heber City's fine structure with commonly accepted norms throughout the state.

FISCAL IMPACT

No material negative fiscal impact is anticipated. Updating the classification may lead to improved administrative efficiency and more predictable fine collection.

CONCLUSION

Based on discussions among the Police Department, Prosecutor's Office, Justice Court, and Administration, staff recommends that the City Council revise the applicable section of the Heber City Municipal Code to:

1. Designate parking violations as **Infractions**, and
2. Update associated penalties, enforcement language, and sanctions to be consistent with infraction-level offenses as administered by the City, specifically that the initiating minimum fine be increased from **$25.00 to $50.00.**

3. Recommend an escalating late-fee structure consistent with the statewide model, as indicated above.

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: J. Mark Smedley, Asst. City Manager

EXHIBITS

1. Ordinance 2026-___ Amending Section 10.16.010, Unlawful To Disobey Parking Regulations

ORDINANCE NO. 2026-14

AN ORDINANCE AMENDING SECTION 10.16.010, *UNLAWFUL TO DISOBEY PARKING REGULATIONS*, IN THE HEBER CITY MUNICIPAL CODE

WHEREAS, the current Heber City Municipal Code section 10.116.010 associated with certain parking violations designates a severity category of Class C; and

WHEREAS, given the nature of parking violations, and pursuant to discussions with Staff of the Heber City Police, Prosecution, Justice Court and Administration Departments, it is recommended that the category and penalties for the parking violations contained in this Section be revised to Infractions and be consistent with such resulting enforcement and sanctions; and

WHEREAS, consistent with best practices, and the fines established throughout the State, the minimum fine amount be increased from $25.00 to **$50.00;** and

WHEREAS, In addition to base fine levels, in the majority of Utah courts it is generally anticipated to uniformly apply an escalating penalty schedule for unpaid citations. Under the Utah Uniform Fine Schedule, if a citation is not paid or responded to within **14 days**, a **$50 late penalty** is added. If the citation remains unpaid after **40 days**, an **additional $75 penalty** is imposed.

NOW, THEREFORE, BE IT ORDAINED BY THE HEBER CITY COUNCIL THAT: SECTION 10.16.010, *UNLAWFUL TO DISOBEY PARKING REGULATIONS*, is hereby amended and adopted to read as follows:

10.16.010 – Unlawful To Disobey Parking Regulations- Infraction

Fine Amounts: The minimum fine amount shall be **$50.00.** In the event that the citation is not paid or responded to within **14 days**, a **$50 late penalty** is added. If the citation remains unpaid after **40 days**, an **additional $75 penalty** shall be imposed.

To the extent that any ordinances, schedules, resolutions, or policies of Heber City materially conflict with the provisions of this Ordinance, they are hereby amended to comply with Exhibit A, and the provisions thereof, and the provisions of this Ordinance.

ADOPTED, PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2026, by the following vote:

	AYE	NAY
Council Member Aaron Cheatwood	_____	_____

Council Member Sid Ostergaard	_____	_____
Council Member Mike Johnston	_____	_____
Council Member Yvonne Barney	_____	_____
Council Member Morgan Murdock	_____	_____

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

Heber City Council Staff Report

MEETING DATE:	8/4/2026
SUBJECT:	Approve Engineering Service Agreement for Ardurra as the Airport Engineer of Record
RESPONSIBLE:	Adam Bunker
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	A qualified Engineer of Record positions the Airport to execute its approximately $83 million Capital Improvement Program proactively, including the runway and taxiway relocations, while preserving FAA grant assurance compliance and supporting the shift toward proactive facility management.

SUMMARY

Approval of a Master Services Agreement with Ardurra to serve as Airport Engineer of Record for Heber Valley Airport, following a competitive Qualifications-Based Selection conducted under RFP 2026-002 in accordance with federal procurement requirements.

RECOMMENDATION

Staff recommends the City Council approve the Master Services Agreement with Ardurra as Airport Engineer of Record and authorize the City Manager to execute the agreement and subsequent task orders consistent with City procurement policy.

BACKGROUND

The FAA notified the city recently that it would need to competitively bid its engineering services. The request was based on the extensive capital work included in the Master Plan and Airport Layout Plan (ALP). The Airport issued RFP 2026-002 for engineering services using a Brooks Act, Qualifications-Based Selection process consistent with FAA Advisory Circular 150/5100-14. Multiple firms submitted qualifications and were evaluated by a selection committee against published criteria.

DISCUSSION

Ardurra ranked first with a score of 89, narrowly ahead of the next-ranked firm at 88. Staff subsequently negotiated a Master Services Agreement defining scope, rate schedule, and terms, which the City Attorney has reviewed for compliance and legal sufficiency.

FISCAL IMPACT

The Agreement establishes negotiated rates but obligates no funds by itself. Individual projects are funded through FAA and UDOT Aeronautics grants with budgeted local match, and each task order is approved under the City's procurement policy.

CONCLUSION

Selecting Ardurra through a compliant Qualifications-Based Selection secures continuous, qualified engineering support for the Airport's capital program and ongoing operational needs while satisfying federal and state grant obligations.

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

1. HCR Ardurra Master Services Agreement - 2026 - Fully Executed (1)

ARDURRA

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") is effective as of July 20, 2026 ("**Effective Date**") between Ardurra Group, Inc. ("**Consultant**") and Heber City Corporation ("**Client**") to provide professional services ("**Services**") to Owner pursuant to negotiated task orders (each, a "**Task Order**") for various of Client's projects (each a "**Project**").

1.01 *Basic Agreement and Period of Service*

A. A general description of the potential Services contemplated under this Agreement are as described in Appendix A. The Services for each Project will be as described in a duly executed Task Order. Each Task Order describe the Project and describe the specific tasks, disciplines, and deliverables to be provided. The general format of a Task Order is attached hereto as Appendix B. The parties shall agree on the scope, time for performance, and basis of compensation in each Task Order. Consultant will commence performance as set forth in each Task Order. Consultant shall not be obligated to perform any Services for a Project until receipt of a fully executed Task Order. Consultant shall complete its Services within the time period specified in the Task Order, or, if no specific time period is indicated, then within a reasonable period of time.

B. If agreed by the parties, Consultant shall furnish Services in addition to those set forth in a Task Order ("Additional Services"). If the time for performance in a Task Order is changed, the orderly and continuous progress of Services is impaired, or Services are delayed or suspended, then the time for completion of Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Term of this Agreement*. This Agreement will commence upon the Effective Date and continue for one year therefrom, and will automatically renew for successive one-year periods unless a party provides the other a notice of non-renewal at least thirty (30) days prior to the expiration of the then current term. If an active Task Order issued prior to the expiration date of the Agreement remains in effect after the expiration date, this Agreement will remain in effect for the period necessary to complete the Services specified under such Task Order.

3.01 Payment Procedures

A. *Basis of Payment*: The basis of payment for each Task Order will be as set forth therein. The basis for payment for Additional Services will be as set forth in the change order or other documentation agreed by the parties. Payment will be on a time-and-materials basis, lump-sum, or other basis set forth in a Task Order. Consultant's standard hourly rates are included in Appendix A and are subject to escalation in amounts commensurate with Consultant's yearly (or other frequency) labor rate increases.

B. *Invoices:* Consultant may submit invoices on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant within 30 days after receipt of Consultant's invoice, then Consultant may, after giving seven days; written notice to Client, suspend Services under this Agreement until Consultant has been paid in full. Plans, interim or final documents, reports and attendance at meetings will not be provided unless payment for services is current. If Consultant is performing services for the Client under multiple agreements, invoice payments must be kept current on all agreements for Services to continue.

4.01 *Client's Responsibilities*

A. Client shall provide available information to Consultant regarding the requirements for the Project. Consultant shall be entitled to rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by Consultant, Client will arrange access to and make provisions for Consultant to enter upon public and private property as required for Consultant to perform Services under this Agreement.

B. Client shall designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

C. Client is alone responsible for payment to Consultant under this Agreement and such duty to pay Consultant shall not be subject to any third party agreement.

D. If Client designates a construction manager, agent, or an individual or entity to represent Client at the Project site and coordinate the Project, Client will define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant, but Owner remains responsible for such manager, agent, individual, or other.

5.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:
   1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Failure to pay Consultant is a substantial failure to perform and a basis for termination.
   2. By Consultant:
      a. upon seven (7) days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
      b. upon seven (7) days written notice if the Consultant's Services are delayed for more than ninety (90) days for reasons beyond Consultant's control.

      Consultant shall have no liability to Client on account of a termination for cause by Consultant.
   3. By either party, for convenience, upon thirty days written notice to the other party.

B. This Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1 or 5.01.A.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice. Notwithstanding the foregoing, Client's failure to compensate Consultant shall not be subject to this Paragraph 5.01.B.

C. In the event of any termination, Client will compensate Consultant for all Services and Additional Services performed, plus reimbursement of expenses incurred through and including the effective date of termination in connection with providing the Services and Additional Services.

D. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

6.01 *Successors, Assigns, and Beneficiaries*

A. Client and Consultant and their respective successors, executors, administrators, and legal representatives (and to the extent permitted by Paragraph 6.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations herein.

B. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party or to a parent, subsidiary or affiliate as part of any internal reorganization.

C. Nothing herein shall be construed to create, impose, or give rise to any duty owed by either party to any third party including any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties and not for the benefit of any other.

7.01 *Standards; Services; Insurance; Indemnity; Damages*

A. Standard of Care; Consultant's Performance:

1. The standard of care for all Services performed or furnished by Consultant will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services. Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant shall not at any time supervise, direct, control, or have authority over any party's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any party, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a party to comply with laws and regulations applicable to such party's furnishing and performing of its work. Consultant neither guarantees the performance of any party nor assumes responsibility for any party's work.

2. Any opinion offered by Consultant of probable construction cost is made based on Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Consultant shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.

3. Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services. A "Constituent of Concern" means asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. ("TSCA"); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Insurance: Consultant shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. Consultant shall also procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the limits and coverages specified below:

1. General Liability coverage of $3,000,000 per occurrence, and $5,000,000 in aggregate. General Liability coverage shall include broad-form contractual liability, personal injury, death, damage to property, and destruction of property.
2. Automobile Liability coverage of $1,000,000.
3. Professional Liability coverage of $5,000,000 per claim and $5,000,000 in aggregate.

Certificates of insurance will be furnished to Client upon request.

C. Indemnification: To the fullest extent permitted by law, Consultant and Client each agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability to the extent caused by the negligence or willful misconduct of the indemnifying party, its contracted parties, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault.

D. Limit of Liability: To the fullest extent permitted by law, Client and Consultant agree that Consultant's total liability to Client under this Agreement and any corresponding Task Orders shall be limited to the limits of applicable insurance coverages described in Paragraph 7.01.B above.

8.01 *Documents*

A. Ownership: All documents, data, and professional work product (collectively "Documents") prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such Documents. Consultant grants Client a limited license to use the Documents on and for the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for Services and Additional Services, and subject to: 1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; 2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; 3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and 4) such limited license to Client shall not create any rights in third parties.

B. Electronic Transmittal: Consultant may, upon Client's request and upon Consultant's receipt of disclaimers or other agreements required by Consultant, provide or grant access to Documents to Client's agents, representatives, or third parties ("Recipients"). No warranty, either expressed or implied, is made by Consultant to Recipients regarding the accuracy or reliability of these documents. Consultant reserves the right to revise, update and improve its electronically stored documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Consultant. Use of the Documents by Recipients is subject to the following limitations: 1) Recipients agree to verify the data and to ascertain its accuracy for the intended use; 2) Consultant assumes no responsibility for damages caused by the installation or use of Documents; and 3) Consultant makes no representations as to compatibility, usability, or readability of the Documents resulting from the Recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Documents.

9.01 *Resolution of Disputes; Governing Law and Venue; Attorney Fees*

A. If the parties fail to resolve a dispute through negotiated reconciliation by senior executives of the parties, Consultant and Client agree that they shall first submit all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mutually-agreeable mediator. Client and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

B. This Agreement is to be governed by the law of the state of Utah and any litigation to enforce the terms of this Agreement shall be brought solely in the Fourth Judicial District Court in and for Wasatch County, Utah. In the event of any litigation between the parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

10.01 *C. If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Attorney fees and costs shall be in addition to any limit of liability in Paragraph 7.01.D.* Other Agreements

A. Neither party shall be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of third-parties, vandalism, or other similar causes that are beyond its control. Client's failure to compensate Consultant as required in this Agreement shall not be subject to this Paragraph 10.01.A.

B. If any provision of this Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of this Agreement remains in force, and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties' original intent.

C. All section and article headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom. Wherever required by the context, any gender or neuter shall include the other gender or neuter, the singular shall include the plural, and the plural shall include the singular. Each defined term herein shall be used in its singular or plural form whether or not so defined.

D. Nothing contained in this Agreement shall crate a contractual relationship with, or a cause of action in favor of, a third party against either party hereto. Consultant's Services under this Agreement are on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other. The Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by Consultant hereunder, the Client shall only seek recourse against Consultant and hereby expressly waives any and all right to purse a claim against Consultant's individual officers, directors, or employees.

E. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

F. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly and mutually executed written instrument. The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any Task Order, amendments or exhibits hereto.

[*signatures to this Agreement on the following page*]

ARDURRA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Heber City Corporation

By: _____
Name: ADAM BUNKER
Title: Airport Manager

Consultant: **Ardurra Group, Inc.**

By: _____
Name: JEREMY MCALISTER
Title: GROUP LEADER

Address for Client's receipt of notices:

75 North Main Street
Heber City, UT 84032

Address for Consultant's receipt of notices:

2175 W 3000 S, Suite 200
Heber City, UT 84032

APPENDIX A – GENERAL DESCRIPTION OF SERVICES & SCHEDULE OF RATES

SCOPE OF SERVICES TO BE PROVIDED

Qualified Consultant shall demonstrate the ability to provide services, including but not limited to, the following:

- AWOS Replacement
- Airfield Pavement Preservation
- Taxiway and Apron Pavement Preservation
- Hangar Frontage and Taxilane Pavement Preservation
- AWOS Relocation
- Hangar Access Road
- Land Acquisition
- Snow Removal Equipment Acquisition
- Perimeter Fence and Service Road
- Airfield Pavement Preservation
- Taxiway and Apron Pavement Preservation
- South Campus Apron
- North Campus Apron
- North Campus Box Hangar Development
- Taxiway Relocation
- Runway Relocation

APPENDIX B – TASK ORDER FORM (SAMPLE)

TASK ORDER

In accordance with of the MASTER SERVICES AGREEMENT by and between **Ardurra Group, Inc.** and Heber City Corporation ("Client") dated _____ ("Agreement"), the parties agree as follows:

Specific Project Data

A. Contract Number:
B. Task Order Number:
C. Project Name:
D. Description:
E. Owner (if applicable):

Date of Task Order: Click or tap to enter a date.

1. Services

2. Times for Rendering Services

3. Basis for Payment [*Select Payment Method*]

A. Client shall pay Consultant for Services as follows:
1. A lump sum amount of $[•].
2. In addition to the lump sum amount, reimbursement for the following expenses:
[identify any reimbursable expenses or indicate "None."]
B. Consultant's invoices will be based upon the estimated percentage of Services completed during the billing period.

[*or*]

A. Client shall pay Consultant for Services as follows:
1. An amount equal to the time charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and subconsultants' charges.
B. The total compensation for Services and reimbursable expenses is estimated to be $[•].

4. Special Terms and Conditions (if any)

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

Heber City Corporation

By: _____
Name: Adam Bunker
Title: Airport Manager

Consultant: **Ardurra Group, Inc.**

By: _____
Name:
Title: _____

APPENDIX C – FEDERAL CONTRACT PROVISIONS

The following are federally mandated contract provisions provided and required by the Federal Aviation Administration (FAA). Provisions available here; Procurement and Contracting Under AIP – Federal Contract Provisions (faa.gov), are dated **March 17, 2026**. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

A1 ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 NOT REQUIRED

A4 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed $150,000.

A7 NOT REQUIRED

A8 NOT REQUIRED

A9 NOT REQUIRED

A10 DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13) –

The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The prime consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime consultant receives from the Owner. The prime consultant agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Riverton. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The prime consultant must not terminate a DBE subconsultant listed in response to the Notice Inviting Bids (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime consultant seeks to perform work originally designated for a DBE subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent of the Owner. Unless Owner consent is provided, the prime consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE five days to respond to the prime consultant's notice and advise Owner and the consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance

of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 NOT REQUIRED

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer

retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 NOT REQUIRED

A19 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 NOT REQUIRED

A21 TAX DELINQUENCY AND FELONY CONVICTIONS
CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

A22 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
    1. Perform the services within the time specified in this contract or by Owner approved extension;
    2. Make adequate progress so as to endanger satisfactory performance of the Project; or
    3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
    1. Defaults on its obligations under this Agreement;
    2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
    3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or

2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term “Covered UAS” means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People’s Republic of China.
(b) The Russian Federation.
(c) The Islamic Republic of Iran.
(d) The Democratic People’s Republic of Korea.
(e) The Bolivarian Republic of Venezuela.
(f) The Republic of Cuba.
(g) Any other country the Secretary determines necessary.

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.