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

October 6, 2026

4:00 p.m. Closed Meeting
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. CLOSED MEETING - 4:00 P.M.

1. To Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual (Jeremy Cook, City Attorney, City Council) - *110 min*

II. WORK MEETING - 5:00 P.M. or at the Conclusion of the Closed Meeting

III. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:

1. Discuss Strategies for City Owned Property Located in CRA Project Area (Matt Brower, City Manager) - *30 min*

IV. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:

V. BREAK - 10 MIN

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

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

VII. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for Lynsee Sulser

VIII. CONFLICT OF INTEREST DISCLOSURE:

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

1. Public Hearing on Ordinance 2026-20, Riverhawk Road Annexation, located at approximately 1000 West and SR113 (100 S) (Jamie Baron, Planning Manager)

X. CONSENT AGENDA:

1. August 18, 2023, City Council Meeting Minutes, and September 1, 2023, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Resolution 2026-24 Observed Holidays 2027 (Cherie Ashe, Human Resources Manager)

3. First Amendment to Finch Creek Development Agreement (Denna Woodbury, Planning Consultant)

4. Ordinance 2026-23, amending the Wildland Urban Interface Map (Jamie Baron, Planning Manager)

5. Resolution 2026-25 Amended Safety Incentive Bonus Program for Employees in High-Risk Positions (Cherie Ashe, Human Resources Manager)

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

XII. GENERAL BUSINESS ITEMS:

1. Blue Sign Annexation, located at 2600 N Hwy 40 (Jamie Baron, Planning Manager) - *30 min*

2. Allwest Fiber Optic Cable placement above ground and relation to City-Allwest Agreement requiring buried cable (Tony Kohler, Community Development Director, Brad Gonzales, Russ Funk, City Engineer) - *30 min*

3. Utility Requirement for Central Heber Overlay Zone (Tony Kohler, Community Development Director) - *30 min*

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

1. Ordinance 2026-21 Adopting update to the Telecommunications Ordinance (Tony Kohler, Community Development Director) - *20 min*

2. Celebration Housing MDA (Tony Kohler, Community Development Director) - *20 min*

XIV. RECESS AS THE HEBER CITY COUNCIL AND CONVENE AS THE CRA BOARD:

1. Discuss Strategies for City Owned Property Located in CRA Project Area (Matt Brower, City Manager) - *60 min*

XV. ADJOURN AS THE CRA BOARD AND RECONVENE AS THE HEBER CITY COUNCIL:

1. 1200 S & Mill Rd Roundabout Design Discussion Follow-Up (Russ Funk, City Engineer) - *20 min*

2. Traffic Calming & Pedestrian Safety Improvements (Russ Funk, City Engineer) - *20 min*

3. Amendment to the Heber City Communications Policy (Mike Johnston, Council Member) - *20 min*

XVI. COMMUNICATION:

XVII. CLOSED MEETING: (As Needed)

XVIII. 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 October 1, 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: 10/6/2026

SUBJECT: To Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual

RESPONSIBLE: Jeremy Cook, City Council

DEPARTMENT: Administrative

STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

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

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

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

None

HEBER CITY
EST 1889
PLANNING

Community Reinvestment Agency: Discussion Regarding City Owned Parcels in Project Area

October 6, 2026

DISCUSSION SUMMARY

1. Overview
2. WAVE Buildings
3. HL&P Building Update
4. Wasatch County Fire Station Bldg.
5. Possible Next Steps?

Overview

Imagine 2050…



…increased living and working opportunities on Main Street

…support shopping, dining, gathering & entertainment



…connect destinations









Downtown Vision & Initial Investments



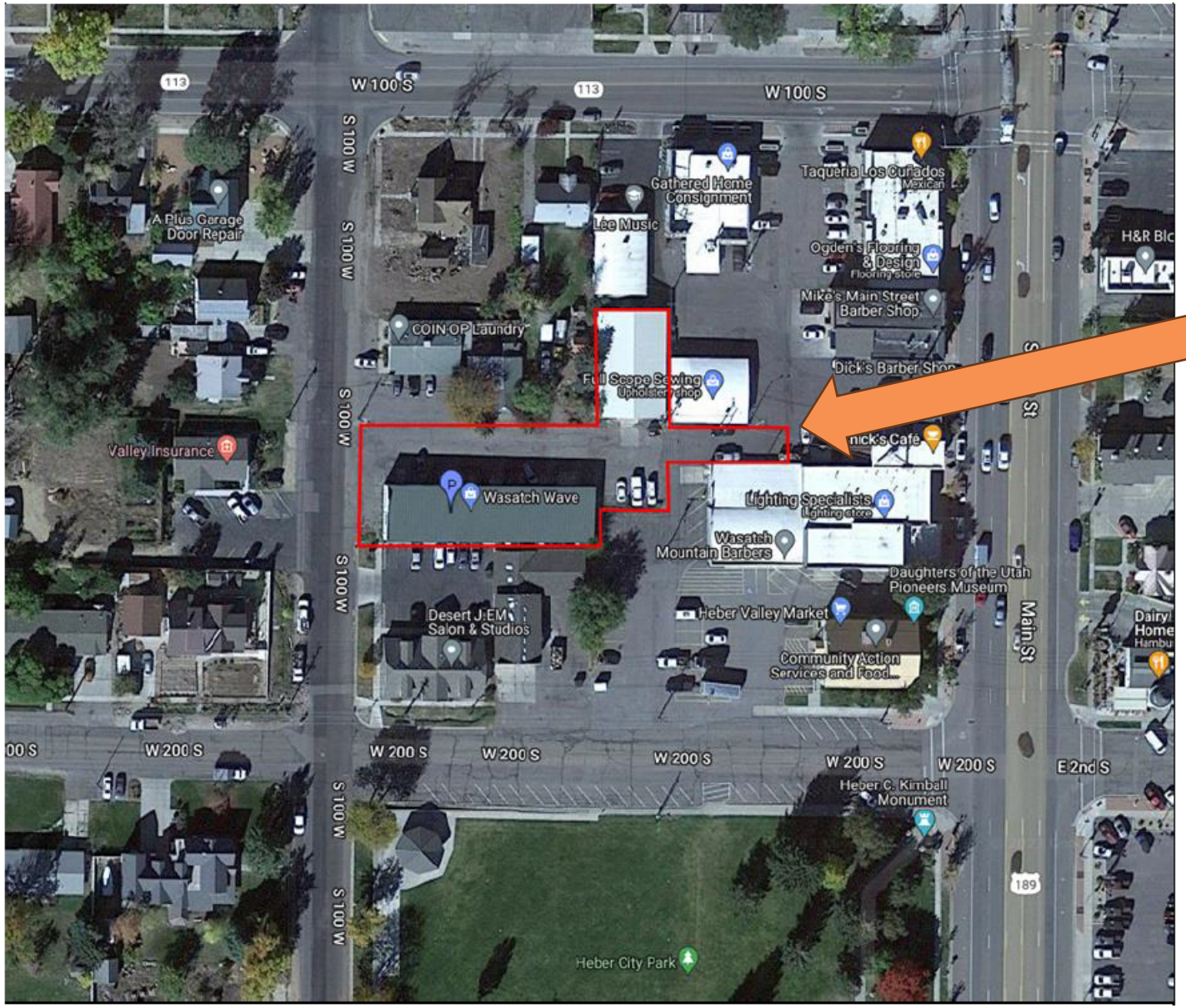
Initial Path for C Street (pedestrian alley)



N

WAVE Buildings

Aerial Photograph



.54 ac





INDIVIDUAL BUILDING DESCRIPTIONS										
Building	GBA	NRA	Office SF	Office %	Year Built	Clear Height	Grade Doors	Dock Doors	Loading Door Ratio	Site Coverage
Flex Bldg.	6,000	6,000	3,480	58%	1999	14'	1	0	1.7	26%
Warehouse Bldg.	3,800	3,800	485	13%	1970's	14'	2	0	5.3	16%
TOTAL	**9,800**	**9,800**	**3,965**	**40%**		**14'**	**3**	**0**	**3.1**	**42%**

Options:

- Option 1: Raze buildings and convert to parking—net approximately 15 new spaces.
  - Projected cost to raze WAVE buildings (based on sq. ft. costs to raze HL&P Bldg.):
    - Metal building (Flex Building): $79,968
    - Cinder block building (Warehouse Building): $49,400
- Option 2: Lease buildings for short term with competitive RFP.
  - Facilitates lease revenue creation of approx. $24,500/year ($30/sqft/year)
  - $75k grant award for renovations
  - Term length limited by timeline to undertake redevelopment
    - Lessees likely want longer term
- Option 3: Leave empty and/or use for city storage.

Heber Light and Power Building

Heber Light & Power Building

- Building will be removed in October
- Area will be initially converted to parking



Downtown Parking



Development Data:

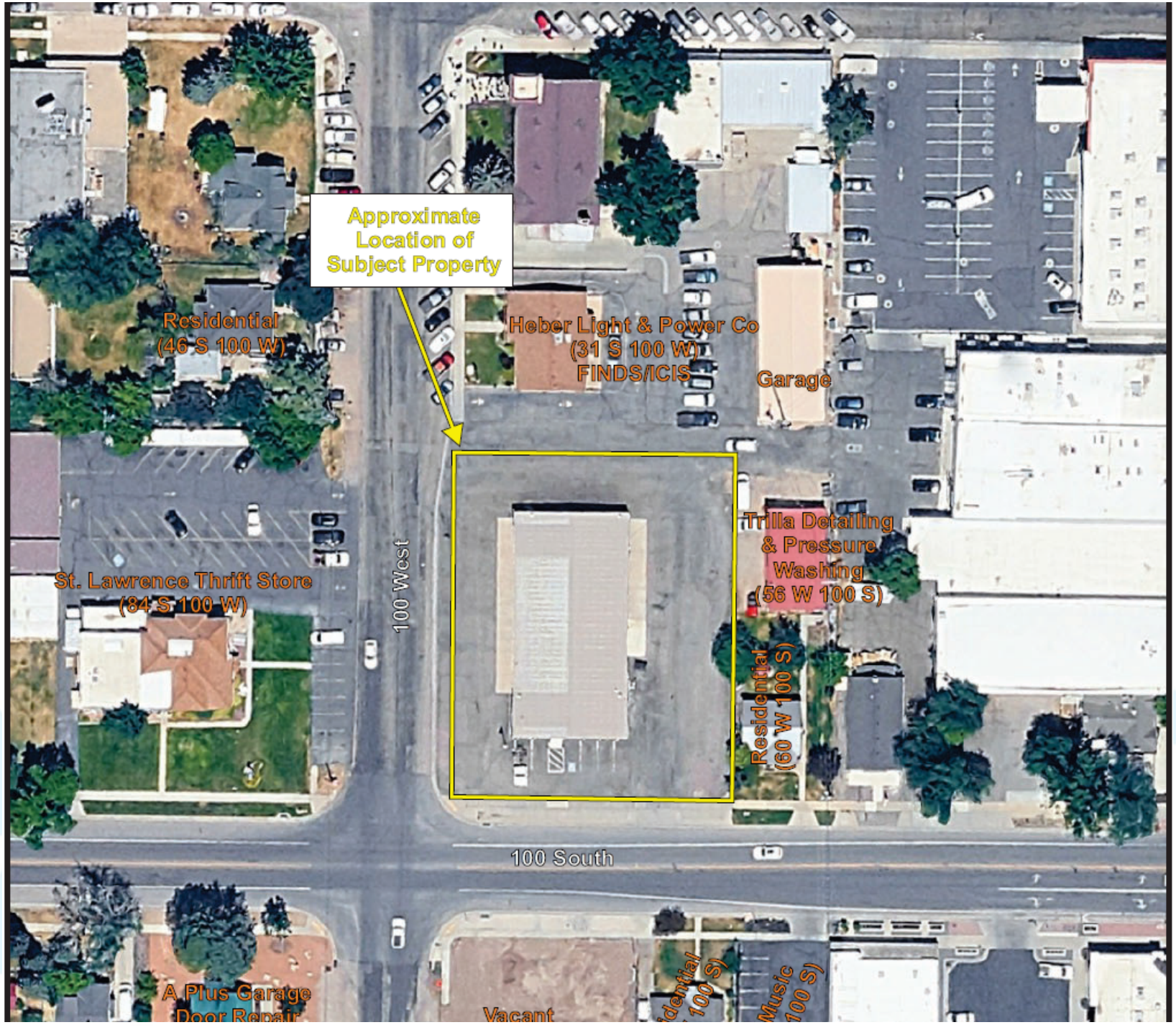
Parking:

126 Stalls

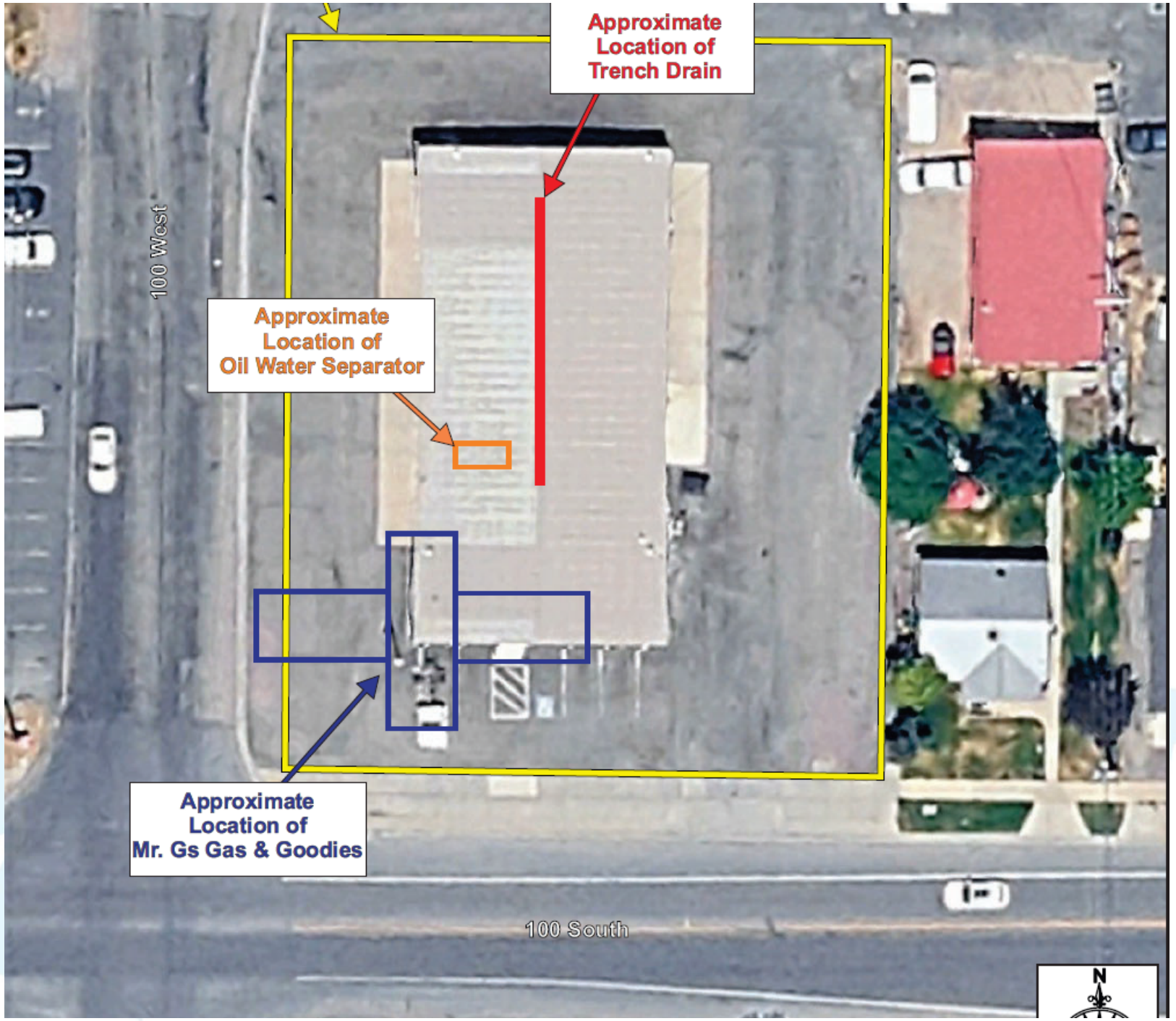
Heber City
Parking Lot Study

Wasatch County Fire Station Building


WASATCH COUNTY
WASATCH
FIRE DIST.


Approximate Location of Subject Property
Residential (46 S 100 W)
Heber Light & Power Co (31 S 100 W) FINDS/ICIS
Garage
St. Lawrence Thrift Store (84 S 100 W)
100 West
Trilla Detailing & Pressure Washing (56 W 100 S)
Residential (60 W 100 S)
100 South
A Plus Garage Door Repair
Vacant

Phase 1 Environmental site assessment completed in July ‘26



Mr. G's Gas and Goodies

Mike Erdmann, Owner-Manager

Don't let anyone kid you as to who has the best gas prices in town. It's Mr. G's Gas & Goodies at 96 West 1st South in Heber. Phone 654-0978.

The feature low discount prices on "self service gasoline" and stock all popular brands of motor oil.

Mr. G's Gas & Goodies doesn't claim to be the largest store in the area, but they do claim to be second to none in offering service hours, and fair prices. Open to serve you from 7 a.m. to 11 p.m., this establishment stocks a full line of groceries, luncheon meats, and soft drinks as well as beer.

When faced with the dilemma of needing something from the grocery store late some evening and realizing the stores are all closed, residentsof this area are happy to know that they have a store that will be open and will have the needed item. Such a convenience store is Mr. G's Gas & Goodies in Heber.

Mike Erdmann, the manager and his employees will exert every effort to make your stop here a pleasure.

Status…

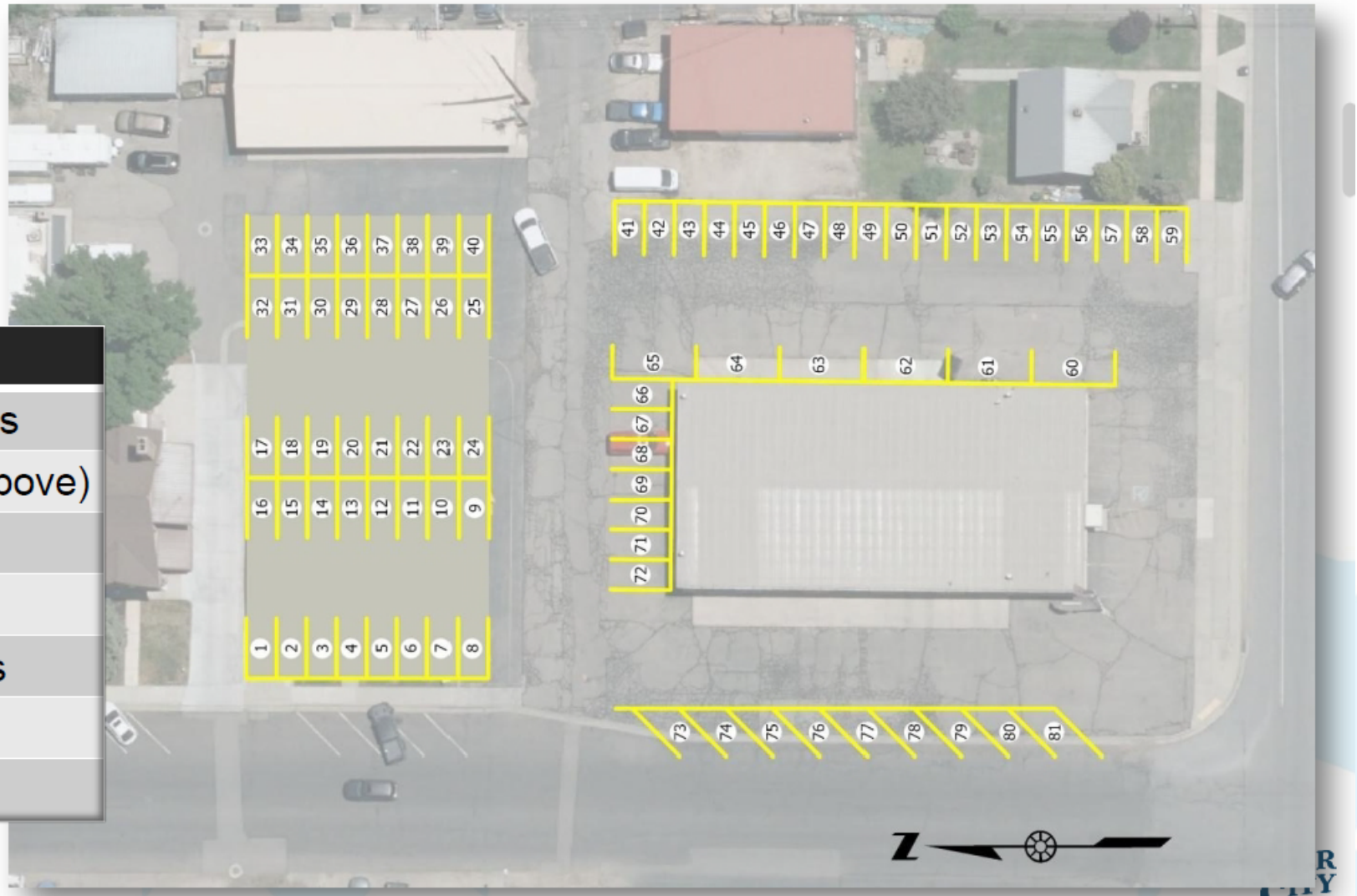
- Phase II environmental work commenced in September ’26
  - A Phase II Environmental Site Assessment (ESA) looks for the actual presence, concentration, and physical extent of hazardous materials or petroleum products in the subsurface of a property
  - Expect final report in third quarter of current FY
- Negotiated Purchase/Sale agreement with County

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	June 10, 2026	$1,920,000

Draft Site Parking Plan

Features
72 off-street parking stalls
6 employee stalls (inc. above)
9 on-street parking stalls
Wide central driveway
Utilize existing driveways
No landscaping
Off-street circulation



Possible Next Steps

Envision Central Heber: Possible Next Steps

- Redevelopment: mixed use, ground floor commercial, residential (mix of market and affordable housing) on upper floors
- Request for Proposal (RFP) to qualified developers
  - Details specific attributes of project
  - Important to develop project scope and proforma
  - Parking

From: Sara Nagel
Sent: Tuesday, 15 September 2026 10:33:48
To: Heidi Franco
Cc: Trina Cooke; Matt Brower
Subject: Lynsee Sulser Mayor's Award Nomination

Mayor,

In April 2026, Lynsee, the City's Accountant, received the first of several IRS notices claiming the City was past due in submitting certain payroll returns and had accrued thousands of dollars in late fees and penalties. Confident that all tax filings had been submitted on time, she undertook the onerous task of contacting the IRS. Early on, one call alone kept her on hold for more than three hours. As additional notices continued to arrive, Lynsee doggedly pursued a correction she knew the City deserved, even though it would have been far easier to simply pay the fees and move on.

Finally, on August 18, 2026, she finally reached an IRS agent who was able to carefully review the payment history and confirm what Lynsee had suspected months earlier: a timing lag between submission and IRS posting had incorrectly triggered late-payment notices.

Because of Lynsee's diligence and determination, she saved the City over $11,000 in erroneous penalties. While this situation is a unique example of her excellent work, it is emblematic of the dedication and thoroughness Lynsee brings to all her responsibilities at the City.

Thank you for your consideration.

HEART OF THE WASATCH BACK
HEBER CITY
EST 1889
AMERICA 250 UTAH
HEBER CITY

Sara Jane Nagel, CPA
Finance Dr

Heber City Council Staff Report

MEETING DATE:	10/6/2026
SUBJECT:	Public Hearing on Ordinance 2026-20, Riverhawk Road Annexation, located at approximately 1000 West and SR113 (100 S)
RESPONSIBLE:	Jamie Baron
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

Wasatch County School District is requesting to Annex 3.38 acres of land into the City for the purpose of having the constructed road completely within Heber City Limits.

Policy Question:
1. Should the City approve the Riverhawk Road Annexation?

RECOMMENDATION

Planning Commission forwarded a positive recommendation. Staff is recommending approval.

BACKGROUND

The area proposed to be annexed is the roadway in front of the new Deer Creek High school. The roadway is split between the City and the County. The petition is to bring the roadway into the City limits.

DISCUSSION

Process
The Annexation Process is as follows.

Acceptance of Petition - **Complete**
30 day certification process - **Complete**
30 day protest period - **Complete**
Review and recommendation by Planning Commission - **Complete**
Public hearing at City Council - **Current**
Decision by City Council - **Current**

Planning Commission forwarded a positive recommendation on September 8, 2026

FISCAL IMPACT

N/A

CONCLUSION

Wasatch County School District is seeking annexation of the road in front on the new High School. The property is within the annexation boundary of the City. Staff is recommending approval with the following findings:

Findings

1. The property is located withing the Annexation Policy Plan.
2. The Planning Commission forwarded a positive recommendation on September 8, 2026.
3. The City Council held a public hearing on October 6, 2026.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **approve Ordinance 2026-20, Riverhawk Road Anexation** as presented, with the findings in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2026-20 Riverhawk Rd Annexation
2. Annexation Map

ORDINANCE NO. 2026-20

AN ORDINANCE ANNEXING PROPERTY KNOW AS THE RIVERHAWK ROAD ANNEXATION LOCATED AT APPROXIMATELY 1000 WEST SR113 (100 S), HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

WHEREAS, The Riverhawk Road Annexation is within the Heber City Annexation Policy Plan.

BE IT ORDAINED by the City Council of Heber City, Utah, that the property known as Riverhawk Road Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as A-2 Agriculture.

This Ordinance shall take effect immediately upon passage.

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

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

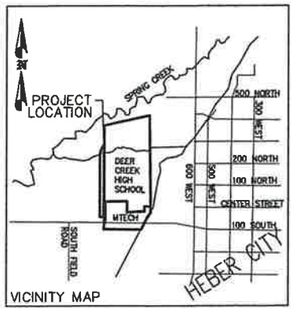
ATTEST:

_____ Date: _____
RECORDER

Exhibit A

RIVERHAWK ROAD ANNEXATION

LOCATED IN SOUTH QUARTER SECTION 31 TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.



VICINITY MAP

LEGEND

- HEBER CITY LIMITS
- ANNEXATION BOUNDARY
- PREVIOUS ANNEXATION BOUNDARY
- DEED LINES
- STATE ROAD 113 RIGHT-OF-WAY
- EXISTING ASPHALT

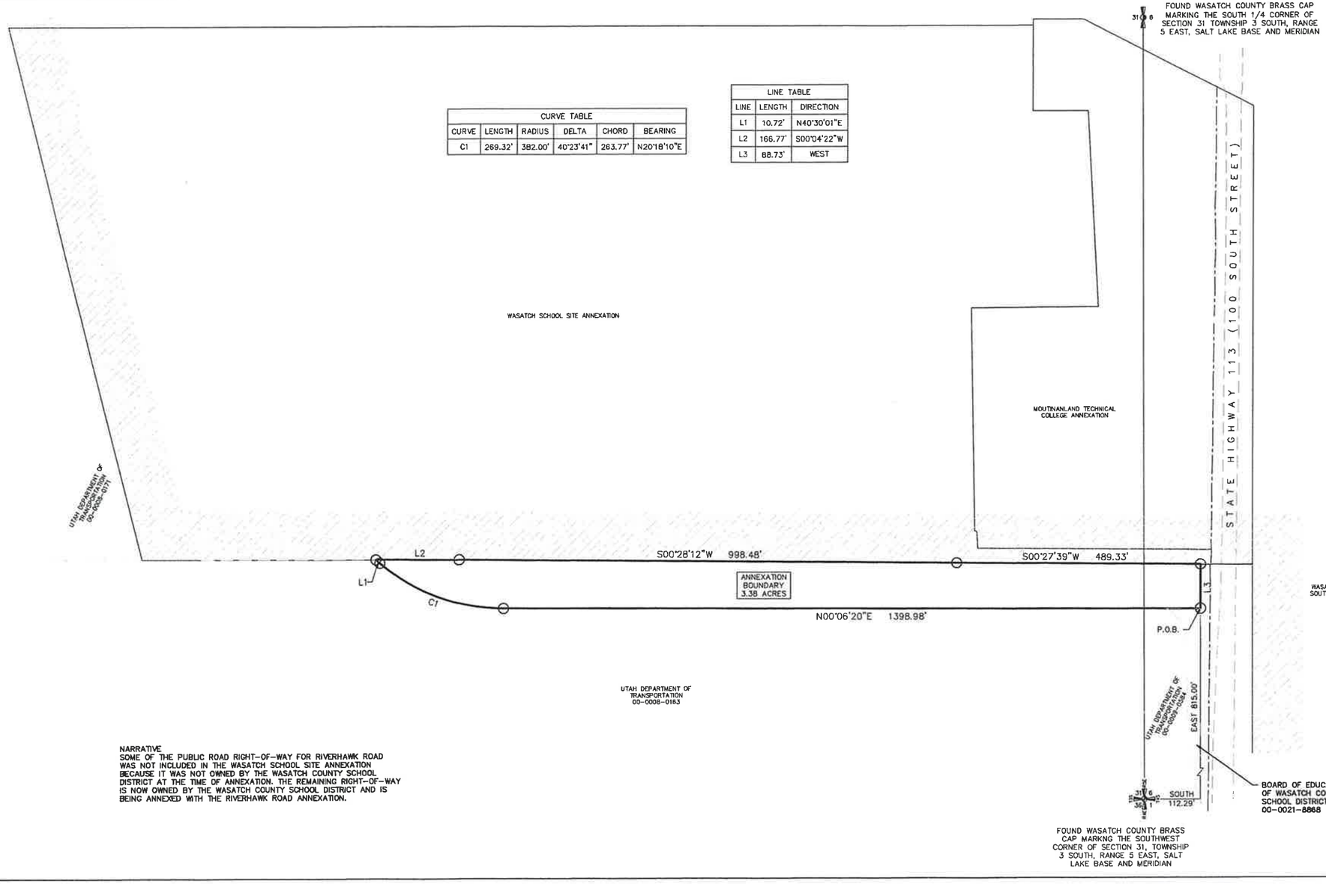
N

100' 0 100' 200'

Scale 1" = 100'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	269.32'	382.00'	40°23'41"	263.77'	N20°18'10"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	10.72'	N40°30'01"E
L2	166.77'	S00°04'22"W
L3	88.73'	WEST



NARRATIVE
SOME OF THE PUBLIC ROAD RIGHT-OF-WAY FOR RIVERHAWK ROAD WAS NOT INCLUDED IN THE WASATCH SCHOOL SITE ANNEXATION BECAUSE IT WAS NOT OWNED BY THE WASATCH COUNTY SCHOOL DISTRICT AT THE TIME OF ANNEXATION. THE REMAINING RIGHT-OF-WAY IS NOW OWNED BY THE WASATCH COUNTY SCHOOL DISTRICT AND IS BEING ANNEXED WITH THE RIVERHAWK ROAD ANNEXATION.

BASIS OF BEARING

BASIS OF BEARING FOR THIS ALTA SURVEY IS NORTH 89°48'32" EAST BETWEEN THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER AND THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, T3S, R5E, SLB&M, IN CONFORMANCE WITH THE UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE BEARINGS (NAD83).

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 112.29 FEET AND EAST 815.00 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°06'20" EAST 1398.98 FEET; THENCE ALONG THE ARC OF A 382.00 FOOT RADIUS CURVE TO THE RIGHT269.32 FEET (CENTRAL ANGLE OF 40°23'41" AND A CHORD BEARING NORTH 20°18'10" EAST 263.77 FEET; THENCE NORTH 40°30'01" EAST 10.72 FEET;, THENCE SOUTH 00°04'22" WEST 166.77 FEET; THENCE SOUTH 00°28'12" WEST 998.48 FEET; THENCE SOUTH 00°27'39" WEST 489.33 FEET; THENCE WEST 88.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.38 ACRES

COUNTY RECORDER

COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS _____ DAY OF OF_____, 20____.

ROS # _____

_____
COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

SURVEYOR'S SEAL

I, TROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 8854112 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO HEBER CITY, WASATCH COUNTY, UTAH.

SURVEYOR DATE

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO HEBER CITY, UTAH; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HIGH SCHOOL ANNEXATION.

DATED THIS ___ DAY OF _____, ____.

RECORDER'S SEAL

MAYOR DATE

CITY ATTORNEY DATE

CITY ENGINEER DATE

ATTEST:
CITY RECORDER DATE

RIVERHAWK ROAD ANNEXATION

DATE:	DRAWING NO.	EXHIBIT
19 JANUARY 2026	01_ANNEX_PLAT	A

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
Amended
August 18, 2026

DRAFT Minutes

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

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

Mayor Franco called the meeting to order at 4:01 p.m. and welcomed everyone present.

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

Staff Participating Remotely: IT Director Anthon Beales, Assistant City Manager J. Mark Smedley, Public Works Director Matthew Kennard, Assistant to the City Manager Lainee Meyers, Public Works Foreman Rilley Fairbourn, and Accounting Tech Wendy Anderson.

Also Present: Terry Diehl, Jason Glidden, Justin Keys, Linda L Middleton, Gaylyn Latimer, Haylee Obray, Andrea Hatchell, Julie Franklin, Rhetta Welch, Seth Plaizier, Scott Long, Zachary Butterfield, James Stewart, Auggie Wasmund, Dustin Stewart, Evan Watson, Betsy Russon, Evan Kist, Todd Bay, Curtis Leavitt, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Catherine, Dw Phone-dont share, Greg Bird, J S, JH, Ken McConnell, S, Scott Phillips, Teresa S., Andrew D., B, B M, BPollock, Deb Stenger, Denna Woodbury, Grace Doerfler, J S, Jacob, Jami Hewlett, Jeff Pierce, Jen, Jon Galbraith - Element Design, Justin Keys, Kathy, Kelli, Michael Miller, MTN, Nathan Rushton, Nicole, Patrick, Phil Jordan, S, SHORTY5, SRH, and Stu.

1. Legislative Discussion and Updates (David Stewart) - *25 min*

David Stewart, legislative lobbyist for Heber City contracted through Mountainlands Association of Governments (MAG), provided election updates for the open State seats. He shared updates on the UDOT (Utah Department of Transportation) bypass, data center discussions, and MIDA (Military Installation Development Authority).

Mayor Franco said that the Heber Valley Special Service District (HVSSD) would need approximately $300 million to fund improvements for the wastewater treatment facility. She asked the Council if they would be interested in joining Wasatch and Summit Counties in becoming Preliminary Municipalities. She mentioned the roads she felt needed pedestrian walkways or bridges. She said the Heber Valley Railroad (HVRR) would be looking for funding for upcoming improvements. Mayor Franco asked if the Legislature intended to cut funding for important services such as Meals on Wheels. Mr. Stewart asked that the Council provide their priorities to him by the fall.

Council Member Johnston proposed that the Council select a few items to prioritize for the lobbyist to focus on. Discussion followed.

Mayor Franco provided an update from the Olympic Committee. The committee was asking participating communities to submit ideas for the Olympic facilitation by November. Mayor Franco felt it would be helpful to discuss with surrounding entities in an Interlocal meeting.

2. Blue Sign Annexation, located at 2600 N Hwy 40 (Jamie Baron, Planning Manager) - *25 min*

Planning Manager Jamie Baron presented the information and preliminary development designs for the proposed annexation as included in the meeting materials. The Planning Commission had recommended the development be dedicated entirely to residential units. Staff and the developer still hoped to consider including some commercial units. Mr. Baron noted that the annexation would turn an existing unincorporated peninsula into an island which would require an amendment to the Memorandum of Understanding (MOU) with the County. Annexation representative Greg Bird provided additional details for the proposed project. Council provided feedback for the proposed annexation and the project representatives agreed to return to a future meeting for additional discussion.

3. 5 pm: Affordable Housing 101: State Housing Plans & Legislation. What is the state's plan for housing? (Steve Waldrip, Governor's Office) (Tony Kohler, Community Development Director) - *60 min*

Steve Waldrip, Senior Advisor for Housing Strategy and Innovation to Governor Cox, and Heber City affordable housing consultant Jason Gliddon and Executive Director of Mountainlands Community Housing Trust, were present to lead the affordable housing discussion. Mr. Waldrip credited the healthy middle-class with the prosperity of the nation. He observed that many people had grown up in homes smaller than 1,000 square feet, without garages, and survived. He felt it was damaging that the next generation was unable to purchase a home in Utah and were being told they would need to move outside the state for home-ownership. He provided the history of housing units built in Utah since 2000, noting the drop-off in building in 2010 during the recession, resulting in supply not meeting demand. There were more people in Utah that needed homes than homes available. Mr. Waldrip shared a chart reflecting the housing pricing in Utah exceeding the available income. He felt the results created a fundamentally broken system. He noted a direct correlation between the cost of housing and homelessness in the State. He pointed out the exponential growth that continued to impact Utah and impressed the urgency to create home-ownership opportunities. Mr. Waldrip reviewed state programs available to municipalities including infrastructure assistance. He acknowledged that a yard and a garden were nice but not a necessity. Infill parcels were becoming a popular, affordable option. Council discussed deed restrictions, water rights and availability, people's desire to have a yard, impact fees, and innovations for affordable housing.

Mr. Waldrip recounted a news article in which Summit and Wasatch Counties had released a statement that they would block growth regardless of State law. He was concerned that this action could harm funding from the State to Heber City and other municipalities within the two Counties. He felt it was critical to have thoughtful discussion and proposed that society needed to focus less selfishly on direct impacts to themselves and consider a future for their children.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:21 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Heidi Franco, Mayor)

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

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

Mayor Franco shared a prayer.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award nomination of Public Works employees Kaden Obray, Kayden Giles, Rylan Keel

Public Works Director Matthew Kennard recognized Kaden Obray, Kayden Giles, and Rylan Keel for their outstanding performance at that year's Public Works Week in the Backhoe Rodeo event. The rodeo tested the abilities that heavy equipment operators relied on every day, including precision, coordination, depth perception, and the ability to maneuver heavy equipment safely and effectively through challenging tasks. The competition that year had included 45 participants representing public works organizations throughout the Heber Valley. Kayden Obrey had earned first place, for the second time, in the individual backhoe rodeo event. Kayden Giles, Rylan Keel, and Kayden Obrey had earned the top three scores, which earned Heber City the first place teams award. It was the third year in a row that Heber City had won first place teams award. Mayor Franco presented each of them with a Mayor's Award.

V. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

VI. CONSENT AGENDA:

1. August 5, 2026, Special City Council Meeting, Truth in Taxation Public Hearing Meeting Minutes (Trina Cooke, City Recorder)

2. Ordinance 2026-15 Development Agreement for State Automotive 435 West 100 South (Jacob Roberts, Planner) - *15 min*

Mayor Franco expressed concern with the language in section 8a of the Development Agreement. She felt the language was too broad and asked whether it could be narrowed down. City Attorney Jeremy Cook clarified the language and the reasoning therein. He agreed to remove the line in question. Mayor Franco questioned the time frame of the 20-year term. Mr. Cook explained the longer term would benefit the City rather than the developer. She asked why the Planning Commission was recommending to not allow body painting. Dustin Stewart and Scott Long, representing the auto body shop, explained that the painting restriction would not affect their business, nor did they have concern with the proposed 20-year term.

Motion: Council Member Cheatwood moved to approve the Consent Agenda as it had been presented with the exception of the change proposed to section eight of the development agreement, removing section a.
Second: Council Member Ostergaard made the Second.

Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

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

Mayor Franco opened the Public Comment period at 6:43 p.m.

Andrea Hatchell, on behalf of the Ruth Theater in Pleasant Grove, was a citizen of Heber City and an advocate for the Theater. She wished to extend an invitation to the Council and a plus-one to attend a performance, and offered a discount to all Heber City residents. She had sent an email to the Council informing of the week the invitation was valid. Mayor Franco suggested the discount invitation to residents be placed in the City newsletter.

Zachary Butterfield owned a single buildable flag lot with his wife. He was working to subdivide the lot into two flag lots and had run into an issue with the City's requirements for the stormwater system. He was asking the City to allow them to install the subdivision level utilities, record the two vacant buildable lots, and address permanent stormwater as part of the future of the building permit process when the actual homes, driveways, elevations, grading and impervious surfaces were known. They hoped the City would work with them towards a practical solution. Council briefly discussed the City's stormwater requirements and City Manager Matt Brower advised that he would look into the requirements further and report back.

Seth Plaizier appreciated the work the Council did but wished to address the property tax increase. He noted the amount of 4.8% was more than most people's annual pay increase. He hoped Council would consider the necessity of each item being requested in the budget. He was concerned that the City was paying for something that another entity in the valley should be paying for, whether it was the School District or the County, or fuel prices. He was concerned about the impact on all the hard-working residents trying to afford to stay in the Valley.

Linda Middleton lived in Heber City. She had read the Wasatch Record and was encouraged to read that Wasatch County wanted to be fabulous. She said that Heber City's zoning did not stop or change the County's zoning. She suggested the City representatives go to the governor of Utah, and instead of blaming the press, tell him that Linda Middleton was the problem that Heber City had to deal with every month. She agreed with the previous gentleman's comments about Heber City providing all the infrastructure that the School District and County benefited from as well. She was very grateful that the Council was careful when people came to them with a subdivision or a development and wanted a huge amount of infrastructure.

Ms. Middleton referred to media reporting that said the Slope development that was at the entrance of Heber had been a dirt pile for over a year and was thinking of drilling or their runoff was going into the aquifer. She expressed appreciation for the Council acting as the watchdogs, and being the frontline, hoped that they understood that there were seven golf courses in Wasatch County and in the Heber City area. She said there were things that water needed to be provided for already and resources were diminishing at an exponential rate. She asked Council to please let the governor know, when he was out golfing, that the citizens of Heber City had born all of this from not just the County and not just the surrounding cities, and not just the developers, but all the infrastructure for skiing, golfing, water sports in the two lakes, that all drained into Heber's water.

Julie Franklin wished to clarify her previous request to Council. She was not asking for a sidewalk to be constructed between 600 South and 1000 South on 100 west, but was requesting No Parking signs along the route. She said there was an extreme amount of cars parking along the road, causing a dangerous situation for anyone backing out of their driveway. She was concerned for the children, two people in wheelchairs, and all the people that walked along that route to access the many businesses in the area. There was a large amount of vehicular traffic that traveled along that stretch of road as well, which she felt created a dangerous situation for all the pedestrians. She was asking for the No Parking signs to be installed before someone was killed.

Catherine Moore was concerned about the City being reimbursed for the power-washing of the grease stain left by the Thigh Guy food truck. She had inspected the stain after it had been power-washed and felt it was permanent. She wanted to know what the City would do to prevent that happening again in the future. She recalled a food truck opting to use a generator rather than the electric outlet provided and asked if that was optional. She said the volume of the car show the previous weekend was unbearable and asked if that was a special occasion or would be the norm going forward.

Council and City Manager Matt Brower agreed to look into Ms. Moore's concerns and get back to her.

Jeff Pierce stated that he had just run for office and during his campaign, he had the opportunity to speak with many of the senior residents. He was speaking on their behalf to urge Council not to approve the proposed property tax increase. He hoped Council could look for tangible cost-cuts or budget reallocations instead. He suggested Heber City consider implementing a zero-based budget.

Jami Hewlett recalled that she had presented Council with five or ten things at the previous meeting that she had expected to get answers to and had not. She had asked that each Council Member propose five budget-cut options. She was also concerned with the proposed density for the Blue-sign annexation, that there should be 10 acres of parks per thousand people that she was not seeing, and the increased density from the annexation traffic funneling onto a busy highway.

Ms. Hewlett questioned whether UDOT (Utah Department of Transportation) was okay with the City's plan as she felt safety was a real concern. She was also having a hard time hearing the comments online and asked that the City focus more on where the sound mattered.

Todd Bay was a 30-year resident of Heber City and was raising six children in the Valley. He expressed concern with the proposed tax increase and asked if the City was wearing suspenders while he was being asked to tighten his belt. He hoped the Council would say no to the tax increase.

The Public Comment period was closed at 7:20 p.m.

VIII. GENERAL BUSINESS ITEMS:

1. General Public Safety Update (Parker Sever, Chief of Police) - *15 min*

Chief of Police Parker Sever provided an update on the improvements to the Animal Shelter. He shared that K-9 officer Bane and his Patrol Officer were currently attending patrol school and were expected to graduate soon. The department had also obtained another dog named Copper, a Bavarian Mountain Dog, that would be trained to track. This would be helpful with missing children who wandered off. Copper would also be able to roam freely at the Police Department and offer moral support the officers and staff. Copper had been paid for by private donations.

Chief Sever wished to clarify what Flock cameras could and could not do. He explained that the license plate image capturing systems did not track people but vehicles by license plates. The technology had been around since 1977and had become mainstream in the early 2010s. He described that the program captured tens of thousands of images a day but was utilized when a crime, such as a hit-and-run, took place and the program could be searched for a specific vehicle to help solve the case. Locally, it had been utilized to help locate missing persons and murder suspects, and had been used to stop two major theft rings.

Chief Sever explained the program did not capture images of drivers, provide immigration status, or vehicle registration or insurance information. He acknowledged that any program had the potential for misuse but that there were several mechanisms in place to prevent it as much as possible, including an auditing program. He continued to list the security and benefits of the Flock system. He felt it had been a valuable tool for solving crimes and that without it, there would be many more unsolved crimes. Several Officers had expressed appreciation for the system as a valuable crime-solving tool. Council discussed privacy concerns that had been communicated by citizens, whether to invite a Flock representative to a future Council Meeting, and how to best provide the facts of the program to the community.

2. Finch Creek MDA Amendment (Denna Woodbury, Planning Consultant) - *25 min*

Planning Consultant Denna Woodbury presented information for the proposed amendments to the Finch Creek MDA (Master Development Agreement).

The proposed amendments were due to a new road alignment requested by UDOT (Utah Department of Transportation) and would reduce the number of units from 127 to 108 as well as remove the originally agreed upon commercial units. She listed the additional changes as outlined in the attached Staff Report. There were certain requirements in the original agreement that the developer would not be able to meet with the new concept design. The Planning Commission had held a Public Hearing, reviewed the proposed amendment, and forwarded a positive recommendation to Council. Council discussed the proposed changes to the development, design, parking, affordable housing requirements, road alignment, and traffic.

Project representative Justin Keyes answered Council questions and provided clarification. The plan included piping the McDonald ditch to keep it flowing.

3. Discuss the Tava-Highlands Public Infrastructure District (PID) (Tony Kohler, Community Development Director, Max Martin) - *30 min*

Community Development Director Tony Kohler stated that the Tava-Highlands PID (Public Infrastructure District) had been through the required Public Hearing process and Council had approved the necessary Resolution. Part of the City's PID policy was that the applicant dedicate 10% of the PID value to public amenities.

Max Martin, project representative, provided a PowerPoint presentation as included in the meeting materials, explaining the function of a PID and the benefits to homebuyers. A PID was a financing tool that helped with development infrastructure allowing developers to offer lower prices for home-buyers. Mr. Martin's presentation covered the intention to apply the required 10% amenity funds for College Way road improvements as well as improvements to Highland Park and the dog park.

Mayor Franco expressed her preference that the money be redirected to help fund the proposed art center rather than road and park improvements. Council discussed the status of the proposed art center and additional details of a PID.

Curtis Lowe, with DR Horton, explained that the agreement with the City very specifically outlined the timeline for the affordable units to come online.

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

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

Finance Director Sara Nagel read the Finance Director Statement of Proposed Property Tax Increase as required by the State Code and included in the meeting materials. She explained the purpose of the statement was for increased transparency with the public.

Mayor Franco opened the discussion for public comment.

Council Member Barney shared a comment submitted by Kimberly Montoya against raising the tax rate. Ms. Montoya proposed that the Council return to the drawing board to find where budget cuts could be implemented.

Jami Hewlett was under the impression that the questions she had asked in the last meeting would be answered during that evening's meeting. Mayor Franco responded that the questions had been addressed at the time and reviewed her notes in answer to the questions. Ms. Hewlett wanted each of the Council Members to list five budget items each would cut.

Former City Council Member Scott Phillips acknowledged the complexity of the City Budget and the many funds therein. He noted that pushing a vehicle purchase to the following year only postponed a necessary expenditure. He supported fiscal responsibility and felt that the proposed tax increase was intended to maintain fiscal responsibility by the City.

Jenna Strom recalled that the Mayor had intended to follow-up on whose responsibility it was to collect the unpaid developer taxes. City Manager Matt Brower explained that delinquent taxes were collected by the County and distributed to the City. The City that was not responsible for collecting taxes, however, it did include a line-item in the budget for the projected collection of delinquent property taxes. Ms. Strom felt there needed to be more transparency regarding the amount of delinquent property taxes collected by the City to maintain the budget. Council Member Cheatwood compared it to him being asked to address his neighbors weed problem when it should be the neighbor who was addressed about the situation. City Attorney Jeremy Cook observed, that in his experience, the monetary amount collected by cities in delinquent property taxes did not generally fluctuate much. Council Member Johnston shared the actuality of delinquent property taxes: property owners were not permitted to record a plat that was delinquent on property taxes; most of the properties were agricultural land or undeveloped land of very little value; and the City would always get paid what it was owed eventually.

2. Resolution 2026-18 Adopting A Certified Tax Rate For Fiscal Year 2027 (Sara Nagel, Finance Director) - *30 min*

Heber City Finance Director Sara Nagel outlined the City's preceding efforts to provide transparency to the public throughout the Truth-in-Taxation process. She reviewed the annual financial impact on households based on home-value if the tax increase were to be approved.

Mayor Franco asked that the Council consider a lower tax increase based on the dividend received by Heber Light and Power (HL&P), which would go towards the budget dollar-amount increase the City needed. She felt the Council could divide the purchase of new vehicles requested to spread the cost over the years. She suggested those two modifications would eliminate the need for a property tax increase.

Council Member Johnston pointed out the deficit caused by the lack of dividends received by HL&P over the past four years. He suggested that the tax-payers write their members of congress to address the real problems, such as the war with Iran and the tariffs everyone was paying for, citing these as the real impact to taxpayers pocketbooks rather than the approximate $16.00 per year being proposed by Heber City. He felt there was no fluff in the budget proposed for Heber City. He sited property tax valuations from multiple homes in Heber City whose tax-rate had decreased in the past year by far more than the average $16.00 tax increase proposed by Heber City. He provided examples from Red Ledges, noting how much more the home-owners there would pay for the tax increase with their significantly higher home values. He reminded everyone that Heber City provided roads plowed and maintained, parks taken care of, as well as the cemetery and the administration buildings, judicial administrative, IT, Public Works, for the most insignificant amount of tax on the record. He felt deferring the tax increase would cost more down the road.

Council Member Cheatwood reiterated the wisdom of smaller, incremental tax increases, that was less of an impact on tax-payers, rather than postponing a tax increase and having to implement a higher rate that would be a much more drastic impact on tax-payers.

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

Council Member Barney had been approached by a senior resident who was living off of social security. The resident had acknowledged that a 4.8% tax increase might not affect many residents but said it was everything to her budget. Council Member Barney

asked the Council to be mindful and put policy into place. She recognized the need for incremental tax increases to keep up with the cost of living and inflation but hoped the tax increases would not get away from the City.

Mayor Franco opened the public comment period at 10:02 p.m.

Scott Phillips noted that everyone would like to see a lower power bill rather than to have Heber City receive a dividend.

Jami Hewlett explained that that home she had purchased for $100,000.00 was now worth $900,000.00 and she was paying the increased property tax based on the increased value of her home. She said that in California, the property tax was based on the original purchase price and never went up. Therefore, homes were passed from generation to generation to avoid increasing the property tax. It was less to rent in California than to buy a home. She said that people could not afford their homes due to the increased cost of taxes, and utilities, and rising insurance rates, not because of the mortgage.

Jenna Strom expressed appreciation for Council Member Mike Johnston's comments but hoped the Council would consider other means of cutting the budget as previously discussed.

Council Member Johnston reiterated the minimal impact that the proposed property tax increase would have on the average home-owner. He provided the analogy of stepping over a dollar to pick up a dime. He listed alternate methods of collecting the money needed to run the City properly, but felt the proposed tax increase was the most fair and reasonable option.

Council Member Cheatwood proposed a slightly lower increase of 2% per year for the last two years for a total increase of 4%. He felt the HL&P dividend could make up the difference. Council Member Johnston felt the HL&P dividend should go to replenish the City's reserve fund. Council Member Barney proposed that the Council could increase to 4.2% to lessen the impact on the taxpayers.

Motion: Council Member Barney moved to approve Resolution 2026-18 adopting a 4.2% certified tax rate instead of 4.8%, based on the HL&P dividend.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

3. Resolution 2026-20 Adopting Fiscal Year Final 2027 Budget Including Heber City CRA (Sara Nagel, Finance Director) - *30 min*

Finance Director Sara Nagel presented the Fiscal Year 2027 Final Budget as found in the meeting materials. She informed Council and the public that the online budget book contained more extensive details, but had been too expansive to be presented comprehensively during the meeting.

Mayor Franco asked for clarification of the dollar amount in the CRA Fund. The correct amount for the CRA fund was $370,000.00.

Mayor Franco opened the discussion for public comment. With no one coming forward to comment, the public comment period was closed.

Motion: Council Member Cheatwood moved to approve resolution 2026-20 adopting the final budget for fiscal year 2026-2027 with the change that reflected that the certified tax rate was only approved at 4.2 percent instead of 4.8 percent and direct staff to make up the delta in that funding by adjusting all of the proportional revenues throughout the rest of the budget as was described during the last meeting.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

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

Council Member Cheatwood said he felt the proposed resolution was fantastic but did not agree with the funding source. He felt Council should find a place in the budget for the senior assistance and make it part of the process.

Motion: Council Member Cheatwood made the motion to continue the agenda item to the next City Council Meeting.
Second: Council Member Ostergaard made the second.
Discussion: Mayor Franco felt it was important for the senior residents to know there was assistance coming from the City considering the property tax increase that had been approved that evening. Council Member Ostergaard felt it was important for the City to consider the other demographics that needed assistance as well and not focus solely on the senior demographic in need. He wished to proceed more cautiously. Mayor Franco noted that Heber City would be the first City in the State to offer such assistance but felt that fact did not lessen the need. She noted the unique situation of Heber City. She was concerned that by continuing to postpone the approval of the program that the assistance would not come through in time for the seniors. Council Member Barney proposed the Council proceed with what the Mayor had proposed and in 2027, the Council could look into an alternate funding source and expanding the demographic. She proposed Council approve it as a pilot program for a year only. Council Member Johnston expressed his compassion for the elderly but felt the program should be extended to all that needed it. He recognized the situation in Heber City where all homeowners were house-rich but many were cash-poor. He felt the

monetary assistance from the City should be repaid upon the sale of the home to be recirculated within the program.

Second Motion on the Floor: Council Member Barney moved to approve Resolution 2026-19 to accept the Property Tax Abatement program with the change of setting an $80,000.00 cap for a one-year beta pilot program.
Second: Council Member Cheatwood made the Second.
Voting Yes: Council Member Barney, Council Member Cheatwood.
Voting No: Council Member Johnston, Council Member Ostergaard, Council Member Murdock.
The **Motion Failed, 3-2.**

Voting on the first motion to continue: Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

City Manager Matt Brower reminded Council that the meeting bylaws stipulated that Council Meetings could not be extended past the hour of 10:30 p.m.

X. COMMUNICATION:

XI. ADJOURNMENT:

Motion: Council Member Barney moved to adjourn.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**
The Heber City Council Meeting was adjourned at 10:50 p.m.

_____
Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
September 1, 2026

DRAFT Minutes

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

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

Mayor Heidi Franco called the meeting to order at 4:03 p.m. and welcomed everyone present.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney - arrived at 4:24 p.m. Council Member Aaron Cheatwood - arrived at 4:10 p.m. Council Member Mike Johnston Council Member Morgan Murdock Council Member Sid Ostergaard
Staff Present:	City Manager Matt Brower Assistant City Manager Mark Smedley Community Development Director Tony Kohler Planning Manager Jamie Baron City Engineer Russ Funk Finance Manager Sara Jane Nagel City Attorney Jeremy Cook Deputy City Recorder Andrew Conley Chief of Police Parker Sever Business License Specialist Mary Reeves

Staff Participating Remotely: Parks and Cemetery Foreman Brandon Puett, IT Specialist Anthon Beales, Human Resource Manager Cherie Ashe, City Recorder Trina Cooke, Engineering Technician Desiree Muheim, Assistant City Manager J. Mark Smedley, Executive Assistant to the City Manager Lainee Meyers, Public Works Director Matthew Kennard, City Engineer Russ Funk, Finance Director Sara Jane Nagel, and Accounting Technician Wendy Anderson.

Also Present: Pam Patrick, Kit Kosakowski, Tori Broughton, Paul Krueger, Kenneth R. Davis, Kim M. Davis, Jeff Harris, Kristen Blum, Ryan Poulsen, Betsy Russon, Grace Doerfler, Di Ann Duke Turner, Lauren Cole, Scott Powell, Pete Zaceardi, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) JS, Phil Jordan, Addie, B, BPollock, Clara Hatcher, Diana Martinez, Grace Doerfler, Jen, JR, Kelly, Max Martin, Mia Yue WTF, MK, RK, S, and Shorty5.

1. 2026 Heber Market on Main (HMOM) Season Summary (Rachel Kahler, CAMS Executive Director) - *30 min*

Executive Director for the Community Alliance for Main Street (CAMS) Rachel Kahler provided a presentation reviewing the 2026 Heber Market on Main (HMOM) season as included in the attached meeting materials. The presentation included visitor numbers, thanking partners that helped operate and fund the HMOM, outlining vendor fees and sales tax revenue, and noting additional events hosted at the Main Street Park throughout the summer. She provided the Council with a handout containing community feedback. The feedback was generally positive, especially regarding the free concert series at the HMOM. Some of the concerns mentioned had been the lack of shade during the heat of the summer and that the pavers surrounding the stage were too hot to sit or dance on. Ms. Kahler shared a concern for the lack of ADA parking and proposed designating ADA parking on Festival Street. She shared a few other logistic bumps in the road that had been overcome. It had been difficult to enforce the prohibition of dogs in the park. The vendors had experienced great success at the HMOM and there was a wait list for the following season. She further described the learning process and felt future seasons would see even more success. She recommended upgrading the restrooms as well as offered a few suggestions for smoother operations in future seasons.

Phil Jordan complimented Atkinson Sound for the success of the music events. He noted the backdrop for the stage was still a work in progress. There had been issues with the backdrop due to the wind but they were working through it with the contractor.

2. Red Ledges Development Agreement Amendment (Anthony Kohler) - *30 min*

Community Development Director Tony Kohler stated that the discussion was a Work Meeting item and there would be no action asked of Council. He explained there were a dozen amendments to the Development Agreement that the Red Ledges development representatives were seeking.

Matt Anderson, COO of Red Ledges, introduced himself and explained that one of the partner owners of Red Ledges, Tony Burns, had decided to sell to partner Nolan Archibald. Mr. Anderson clarified that the two main issues for the requested amendments would be that Red Ledges wished to bring additional property into the development and, second, they felt there were several points of clarification needed on the 20-year-old agreement. Travis Stolk, Vice President of Development, was present to answer questions as well as Paul Kruger, owner of the adjoining property that Red Ledges wished to purchase and incorporate into their development. Mr. Anderson provided a PowerPoint presentation, as included in the meeting materials, outlining the proposed amendments.

Council discussion followed regarding the potential additional land and required legislative process, a proposed pump track, and possible trail realignments.

City Engineer Russ Funk expressed support of the proposed pump-track but reminded Council that the area was a storm-water retention basin and would need to retain its intended purpose. he noted the land along Heritage Farms Parkway was currently on Red Ledges property, making them the responsible party for landscaping and maintenance. If the ownership should shift to the City, the landscape and maintenance responsibility would fall to the City as well. He suggested Council consider keeping possession of a retaining wall as well for possible future alterations.

3. Introduction to Wasatch Affordable Living Communities (WALC) (Tony Kohler, Community Development Director, Mike Plowman) - *15 min*

Habitat for Humanity representative and board member on the Wasatch Advocates for Livable Communities (WALC) Michael Plowman, and Policy Manager for WALC Lauren Cole, stated that the Wasatch Advocates for Livable Communities was a nonprofit organization that worked toward affordable housing solutions and hoped to be a high level resource for Heber City. They recognized the unique challenges faced by Heber City and listed support opportunities available from WALC. Ms. Cole shared a presentation, as included in the meeting materials, reviewing the work of WALC and how they could help Heber City with their efforts to provide and create affordable housing for the community.

4. Legislative priorities for ’27 Legislative Session (Matt Brower, City Manager) - *30 min*

Mayor Franco skipped the Legislative Priorities agenda item for the time being and went into the break.

Mayor Franco returned to discuss Work Meeting agenda item four at the conclusion of the Regular Meeting Action Items agenda.

City Manager Matt Brower recalled previously providing the Council with an overview of what was expected during the upcoming 27th legislative session. He reiterated the projected Legislative focus and that Council had been asked to consider and identify their priorities for the contracted lobbyist to focus on behalf of Heber City. He noted the Council had previously identified the Airport runway relocation project as a priority, to help fund the City's portion of the costs, similar to what St. George City and Spanish Fork City had received in previous legislative sessions. Mr. Brower felt it was important that the City track its portion of Meta's $12.2 billion settlement, of which Utah was guaranteed $212 million. He also felt that it should be a priority to keep infrastructure projects such as the Heber Valley Corridor on a forward projection, as well as a railway spur to Soldier Hollow as the Valley looked forward to accommodating the future Olympics.

Council Member Cheatwood hoped that the future would reconsider the waiver of impact fees for school developers. He felt pedestrian crossings and parking needed to be included. Mayor Franco felt a bridge was needed for downtown pedestrians. Mr. Brower pointed out that a pedestrian bridge over Highway 40 would need to be a collaboration with the Utah Department of Transportation (UDOT) before it was proposed to the State Legislature.

Mayor Franco recalled the engineering for the Rail to Trail had been paid for but asked the status of payment for the actual construction. City Engineer Russ Funk advised the trail construction was to be paid for by a UDOT program.

Council Member Johnston acknowledged that the State was always trying to reduce income taxes but felt he would rather have them reduce or freeze property taxes for fixed-income older homeowners as he had seen in other states. He noted the many community members in Heber City that kind of benefit could relieve financially. Mr. Brower proposed the Council and Heber City work with the Utah League of Cities and Towns for such a proposal. Council Member Barney expressed her support as well. She felt that the new high school and M-Tech needed to have safer pedestrian crossing solutions. Mayor Franco reminded Council of her proposed property tax abatement for seniors that could be implemented until the State considered a monetary relief program.

Mayor Franco moved the meeting forward to the scheduled Closed 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 6:24 p.m. She wished to acknowledge the passing of Fern Spanos, who had served 22 years as the Heber City Justice Court judge and expressed appreciation for Judge Spanos' service.

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

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

3. Prayer/Thought by Invitation (Aaron Cheatwood, Council Member)

IV. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts of interest disclosed.

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

1. Ordinance 2026-18 Updating Fee Schedule For Business Licensing (Mary Reeves, Business License Administrator) -

Business License Administrator Mary Reeves explained that the number of short-term rental homes in Heber City was rapidly growing. She had found a need to modify the Consolidated Fee Schedule to streamline the process for property management companies taking over other properties. She was proposing a flat $20.00 fee to cover the cost of admin time to switch the property management company rather than requiring a property management company to begin the process anew for each property. It would also save Staff time. Council Member Barney proposed raising the amount to $30.00 per property.

Mayor Franco opened the Public Hearing at 6:39 p.m.

Jeff Harris of Casago Heber thanked Ms. Reeves for bringing the proposed change forward and expressed appreciation for the willingness of staff and Council for their consideration. He noted the cost savings would be substantial.

With no one further coming forward to comment, Mayor Franco closed the Public Hearing at 6:42 p.m.

Motion: Council Member Barney made a motion to approve Ordinance 2026-18 updating the Consolidated Fee Schedule for Business Licensing, with the fee increased from $20.00 to $30.00.
Second: Council Member Cheatwood made the second.
Discussion: Council Member Murdock asked that staff investigate the costs incurred by the City to make the business license updates. Finance Director Sara Nagel explained that $20.00 for staff time had been their best guestimate without having implemented the administrative changes. Council Member Ostergaard expressed trust in staff's initial $20.00 proposal. Council Member Cheatwood felt $30.00 would more adequately capture unforeseen staff time that would be impacted. Council discussed projected staff time required.
Amended Motion: Council Member Barney amended her motion to set the fee at $25.00.
Discussion: Council Member Ostergaard expressed his level of comfort with the fee being established at $25.00 but asked that staff reassess the actual time spent to ensure it was a fair fee. Ms. Nagel proposed the fee reassessment be presented to Council in June with the annual adoption of the Consolidated Fee Schedule, giving staff time to assess the appropriate fee. Council Member Ostergaard requested an update in January, 2027.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

VI. CONSENT AGENDA:

1. August 4, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

Motion: Council Member Johnston made the motion to approve the Consent Agenda.
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.**

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

1. Public Comments

Kenneth Davis had purchased a historic home with his wife and opened the Mountain Mermade quilting retreat. The Davis's were the third owner of the home since its construction in 1904. The home had history going back to Fort Heber. They hoped to remodel the garage area to create a retail space, which required an ADA bathroom, but the City fees of $7,500.00 made it cost-prohibitive. The City claimed storm drain improvements, as well as curb and gutter, would be needed. He hoped the City would consider a postponement agreement to allow them to proceed with the improvements they wished to make to the business structure and postpone the City's requirement for utility and curb and gutter improvements.

Kristen Blum, resident of the Sawmill area, was present to encourage Council to take action on the intersection of 1200 South and Mill Road. She felt it was a known problem and knew of parents that would not allow their children to cross through that intersection. Other parents wished to allow their children to ride bikes to school but felt it was unsafe. She further described the intersection and said she had approached the City Engineering department and had been told it was a County intersection. When she approached the County Engineering Department, she had been told it was a City intersection. She concluded it was a shared infection and proposed an opportunity for collaboration between the City and County to address the safety concerns. She suggested the intersection users were on borrowed time until there would be an unfortunate accident there. Ms. Blum's son, Wilson Blum, stated that crossing the crosswalk there was terrifying due to the big construction trucks. He described another intersection further down the road that felt much safer due to the flashing lights and outlined crosswalks.

City Engineer Russ Funk explained the current conditions at the intersection, stating that their were crosswalks and the intention for how the crosswalks should be used for the safest path for students. He recognized it was imperfect and the City Staff continued to work towards a permanent solution. Council further discussed possible temporary solutions including stationing a crossing guard at the intersection.

Pete Zaceardi agreed with the previous resident's comments and expressed concern about drivers going so fast through the intersection. He proposed extending the sidewalk to increase safety.

Di Ann Duke Turner, Daughters of the Utah Pioneers (DUP) president, asked what the open space designation was in the New London Development. Mayor Franco explained that the agreement was for private green space. Ms. Turner read something from five or six years previous that spoke of the undeveloped parcel known as the Duke property. It read "the addition of the Duke Park provides the potential for bringing a range of new amenities to the surrounding neighborhoods, including the future New London development to the north." She said that even before New London was planning things, they were planning to probably not put in open space because there was going to be a park on the other side. She said there was a difference between a park and a recreational park and she did not feel there should be a recreational park for sports at that location.

Jessica Shephard had a daughter that attended Old Mill Elementary and felt a four-way stop was needed at the intersection of 980 South and Mill Road. City Engineer Russ Funk advised that a traffic study had recently been performed at the intersection and had not indicated that a four-way stop would be the appropriate solution, but agreed to look into alternate options.

Mayor Franco returned to the discussion to the Davis' property. Staff agreed to meet for further discussion but recognized that consistency would be important for the City. Staff would contact Mr. Davis for additional discussion. Council discussed the existing business use and their desire to support small businesses.

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

1. Resolution 2026-16 approving the Tava-Highlands PID 1, 2 & 3. (Anthony L. Kohler) - *30 min*

Community Development Director Tony Kohler recalled that a Public Hearing had been held and Council had provided the applicants with their preferred direction and feedback. The applicants were present to confirm Council direction had been met and seek approval for the Public Infrastructure Districts (PIDs) one, two, and three for the Tava-Highlands development. Curtis Leavitt, representing DR Horton, was present to address any Council concerns and answer questions. He thanked Council for the time and consideration they had dedicated to the project and reviewed the most recent updates captured in the agreement.

Mayor Franco asked that the playground be modified to accommodate smaller children as well as the older children it seemed to be designed for. She opened the discussion for public comment at 7:34 p.m. With no one coming forward to comment, the public comment period was closed at 7:35 p.m.

Motion: Council Member Ostergaard made a motion to approve Resolution 2026-16, to approve the Tava-Highlands PIDs 1, 2, and 3.
Second: Council Member Johnston made the second.
Discussion: Council Member Barney commented that she has been impressed with the DR Horton group's projects in other communities. She said she had been adamantly against PIDs in the past, and noted the citizens concerns that had been shared. She felt there was a difference in what DR Horton was offering the community from previous PID proposals. She acknowledged that she would probably not vote for approval but thought it was ultimately a good project and thanked the representatives for what they would be bringing to the community, stating that she felt it would be phenomenal. Council Member Cheatwood shared the benefit of being able to purchase a home when he was younger. He wanted the motion to include that home buyers in the PID area were made aware that their home was a lower price because it was involved in a PID and should realize that part of the reason they got into the home was because they anticipated having expenses added later on in order to get into the home. He wished to ensure that each home-buyer within the PIDs were made aware of the benefits and amenities that were provided by the PID. Adam Willis, representing DR Horton, expressed support for Council Member Cheatwood's proposal. He added that the savings benefit to home buyers due to the PID was included in the sales process. He outlined the education process for homebuyers but expressed concern with potential market shifts. Discussion regarding the information to be disclosed to home buyers within the PIDs continued as Council and DR Horton agreed on a disclosure.
Amended Motion: Council Member Ostergaard amended his motion to include that the exhibit that was discussed that day was included in every sales packet and to still approve the PID.
Discussion continued: City Attorney Jeremy Cook wished to add that there also needed to be a change made to the Resolution to state that instead of the City Council appointing the PID board, the Council would need to approve the developer's recommendation for the PID board appointments. The language had been previously discussed with the Bond Council to resolve the State Auditor's issues.
Second Amendment to the Motion: Council Member Ostergaard amended the motion to include that the city attorney would correct the error in the Resolution and provide the updated information to Council.
Discussion continued: Mr. Willis reiterated once more that they would include the exhibit on page 17 and another exhibit that showed the total development costs divided by the total number of units in the development and what the difference would be in the market.
Third Amendment to the Motion: Council Member Ostergaard amended the motion to allow City Attorney Jeremy Cook to add a paragraph five into the governing document stating the fact that the two exhibits discussed would be part of the sales package.
Second Stands: Council Member Johnston stated that his second stood.
Voting Yes: Council Members Ostergaard, Johnston, Cheatwood, and Murdock.

Voting No: None.
Abstained: Council Member Barney
The **Motion Passed 4-0.**

Mayor Franco returned the meeting to Work Meeting agenda item four that had been previously bypassed.

IX. COMMUNICATION:

X. CLOSED MEETING:

Motion: Council Member Cheatwood made the motion to enter a Closed Meeting for the purpose of discussing pending or reasonably imminent litigation.
Second: Council Member Barney made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

The Heber City Council entered Closed Meeting at 8:24 p.m.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Morgan Murdock Council Member Sid Ostergaard
Staff Present:	City Manager Matt Brower Finance Manager Sara Jane Nagel City Attorney Jeremy Cook

Staff Participating Remotely: City Recorder Trina Cooke

1. Strategic Discussion Regarding Pending or Reasonably Imminent Litigation ()

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

XI. ADJOURNMENT:

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

The Closed Meeting and the Regular City Council Meeting adjourned at 9:04 p.m.

_____
Trina Cooke, City Recorder

VII. PUBLIC COMMENTS RECEIVED BY EMAIL:

From: Teresa Salcido [redacted]
Sent: Tuesday, August 18, 2026 5:57 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Traffic concern on 500 N

Hello, my name is Teresa Salcido, I live on the corner of [redacted] I'm really concerned about the traffic lanes that were recently placed on 500 N as they affect my house directly. I'm mostly concerned that there is no stop sign on 500 N and 600 W with the amount of traffic that has been added due to the new high school. With only day one of school, there has been multiple speeding cars that are flying through the intersection. This is an accident waiting to happen. Can you please explain the thought process behind this decision?

Sent from Yahoo Mail for iPhone

From: Ramiro Salcido <[redacted]
Sent: Tuesday, August 18, 2026 6:57 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL)

Good evening, Mayor and Council Members.

My name is Ramiro Salcido, and I live at [redacted]. My property is directly affected by the recent roadway changes.

I am here because the new road design has created a serious concern regarding access to my driveway.

The city has created separate turning and traffic lanes directly in front of my property. As a result, entering and leaving my driveway has become much more difficult.

My concern is not simply inconvenience. My concern is safety.

My home is located next to a pedestrian crossing and directly across from a school and athletic complex. I am concerned about the safety of my family, other drivers, and the children who use this area every day.

I respectfully ask the Council to direct the city's traffic engineers to review this roadway configuration and evaluate whether it provides safe access to my property.

I would also like the city to provide the traffic study and engineering plans that were used to approve this design.

I understand the need to improve traffic flow, and I support efforts to make our roads safer. However, I believe there should be a solution that allows traffic to move efficiently while also allowing residents to safely enter and leave their homes.

I respectfully ask the Council to investigate this issue and work with me to find a reasonable solution.

Thank you for your time and consideration.

From: S [redacted]
Sent: Wednesday, August 19, 2026 4:36 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Tax increase

To whom it may concern,

In 2024 our property taxes were raised about 9% - and that was only two years ago. The residents of this community cannot handle continuously footing the bill while the City Council and city planner fail to charge adequate fees or to collect the fees they are owed from developers. We are disgusted and beyond upset by this tax increase. So many of us can hardly afford the cost of living right now and every decision you're making lately is putting more stress on families who have lived here for generations, new families trying to own a home and establish themselves and frankly anyone else living in the valley making under $100,000 per year - which is MOST of us. Do better. Please be fiscally responsible and charge these developers ADEQUATE fees for making money off of OUR community, our land and our resources. Please use your due diligence to collect these fees!! On time!! You were elected into a place of public service and this is definitely not a service to the public, but to a few select corporations. Many of us are devastated by this and will have an even harder time paying our electric bills, putting food on the tables etc due to this 5% increase. Please put the people first as you are all in a place of public service.

Thank you for your consideration

- Sarah Ritchie

_____

From: Tricia Bradley <[redacted]
Sent: Thursday, August 27, 2026 11:08 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Main Street Park

Dear Heber City Council,

My name is Tricia Bradley, and I am writing as a mother of seven children, ranging in age from 18 years old down to a baby. We have lived, played, and spent a lot of time in Heber, and I care deeply about what our city looks like as it continues to grow.

I am writing to ask you to reconsider placing all of the proposed Phase 2 recreational amenities at Main Street Park and to seriously consider the Duke property as a second location.

I want to start by saying that I love the idea of giving our children more places to play. A splash pad, ice ribbon, and all-abilities playground are wonderful ideas. I absolutely want Heber to have these things, and I especially love the idea of creating a place where children with disabilities and sensory needs can enjoy themselves.

But I don't think Main Street Park is the right place for all of it.

As a mother, I can tell you that my children would much rather have Main Street Park remain the way it is—with the grass, the trees, and the open space. Those things may seem simple, but they are exactly what make the park special. My kids have never looked at that park and thought, “I wish there were more buildings and attractions here.” They want to run on the grass, climb the trees, play, and have room to be together.

And honestly, every person I have spoken with about this feels much the same way. I haven't talked to anyone who is opposed to having these recreational opportunities in Heber. What I hear is that people don't want to sacrifice the character and openness of Main Street Park to get them.

I also have real concerns about safety and traffic.

Main Street already struggles to handle the crowds it gets. Parking is difficult, streets become congested, and during busy events there are times when it feels like the surrounding neighborhood simply wasn't designed for the amount of traffic and parking demand we're putting on it. Adding even more high-use attractions seems likely to make that problem worse.

I especially worry about this during the winter. An ice ribbon could be a fantastic attraction, but winter is also when snow and snow removal make parking and street access more difficult. I would hate to see the city invest millions of dollars into something that creates additional safety and infrastructure problems because the location wasn't designed to handle it.

That is why I think the Duke property deserves serious consideration.

Instead of trying to fit everything into Main Street Park, why not let the two properties complement each other?

The Duke property could become a place specifically designed for recreation—with the splash pad, ice ribbon, all-abilities playground, appropriate parking, safe pedestrian access, and the infrastructure needed to support those activities. With so much residential development happening nearby, it seems like an especially logical place to create a family recreation area.

Then Main Street Park could continue to be what so many of us love about it: a beautiful, open gathering place in the center of our city.

I think there is something valuable about having a place in town that isn't packed with activities and structures. Sometimes the grass and the trees are the amenity. They give us a place to sit, play, visit with our neighbors, attend a concert, enjoy a festival, or simply let our kids run around.

I also think we should take a step back and ask what Main Street Park actually needs right now. From what I see, improvements to restrooms, accessibility, shade, parking, and a year-round pavilion or gathering space could do far more to support the way our community is already using the park than adding more attractions.

I am not asking the city to do less for families. I'm asking us to think bigger about where and how we do it.

We have an opportunity right now to plan for the future instead of trying to make one property carry everything. We can preserve the beauty and openness of Main Street Park while creating another wonderful place for children and families to gather.

As a mother of seven, I would much rather see our city make that thoughtful choice now than look back years from now and wish we had protected the things that made Main Street Park special.

Please consider bringing the Duke property into the Phase 2 conversation and looking at these two properties together. I truly believe doing so could give our community the best of both worlds.

Thank you for listening and for the work you do for our city.

Respectfully,

Tricia Bradley

From: Kristen Bybee <[redacted]
Sent: Friday, August 28, 2026 9:26 AM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Heber City Park(s)

To the City Council and any others involved in the Main Street Park Project:

Heber City is obviously changing every month as growth is exploding in every sector - The drive down Main Street on any given day is further evidence of that. The Main Street park is a breathe of calm, and a reminder of history and smaller community, except when there is a main event, like the Farmers Market/ Concerts on Thursday. The city has already passed capacity for an enjoyable experience, it is so crowded, and parking is a nightmare with the food trucks take the limited parking spaces available. I can't imagine the frustration of the blocks of surrounding residents during event times.

I am strongly encouraging you to please please please not destroy the park by trying to crowd more amenities into that space. There is an alternative available for the projects you are considering. It is time to build a second park. A park safely off main street, that would have a different tone than our historical down town park, and provide the experience for children and families that you are envisioning. Preserving what we have and providing what you have envisioned by creating a much needed second park is a win win. There is a way, and you can accomplish it. The space and means are there, please take the time to study and do what's best long term for our community!

With hope, Kristen Bybee. 4th generation Heber citizen

From: Stacie Ferguson [redacted]
Sent: Friday, August 28, 2026 10:02 AM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL)

Dear Heber City Council,

As a mother of four children, and a concerned community member, I am writing to ask you to reconsider placing all proposed children's amenities at Main Street Park. Please evaluate a safer, quieter, city-owned property away from Main Street. I love taking our children to community events at the park. We enjoy the activities, the amount of open space lawn area and the trees--but parking is difficult and often keeps us away! As a community, we also need more recreation space! A second park with the proposed recreation amenities would be more suited for families. This would provide additional needed recreation space due to the growth of our community and help preserve Main Street Park's open lawn, historic character and role as a community gathering place.

I recognize phase 2 is trying to preserve the historic character, which I appreciate. Moving the additional amenities to a different location would make this even easier while also providing additional usable recreation space. The proposed amenities would be better suited in a location that is safer, quieter and easier to park at. Parking is a significant consideration, particularly for winter activities. Parking along neighborhood streets in the winter creates many difficulties for the community and keeps families away. I support investments that help provide good experiences for families in Heber City but let's consider more locations instead of putting everything in one place.

Please consider planning Main Street Park and the Duke property together. The Duke property could provide an excellent setting for the proposed ice ribbon, splash pad and all-abilities playground. It is also adjacent to the Ritchie Group apartment development currently under construction, which is estimated to bring more than 2,000 residents to the immediate area. Creating complementary parks would allow the city to distribute amenities more effectively.

I really appreciate all that you strive to do to make our community better and I know your job is not easy. Thank you for considering some much needed additional open recreational space that will be better suited for families and a growing community.

Sincerely,

Stacie Ferguson

From: Barbara/Craig Hansen [redacted]
Sent: Friday, August 28, 2026 3:05 PM

To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) City Park

Dear City Council Members

We would ask that you consider the following in your Phase 2 Expansion.

By having a children's park on the Duke Property, congestion at the Main Street Park could be avoided and people could still sit on the grass and enjoy the concerts.

The city should study the Duke property near 500 North and 550 East as a possible location for a children's park with the ice ribbon, splash pad and all-abilities playground. This would provide a place for the children in the new 600 unit apartment complex to play as well.

You should consider as well, that this would keep the promise made to the Duke family that the property would be used for cemetery or a park. This property would also provide adequate parking and safer access.

Acknowledgement that this email has been received and read would be appreciated.

Sincerely,

Craig and Barbara Hansen

[redacted]

Heber City, UT

From: Shelbi Kohler <[redacted]
Sent: Friday, August 28, 2026 4:39 PM
To: CC Public Comments <ccpublic@heberut.gov>
Subject: (EXTERNAL) Heber Main Park

Dear Heber City Council,

I am writing as a mother of almost nine children and a homeschooling family. We spend a tremendous amount of time together as a family, and parks and open spaces are an important part of our everyday life.

I have been thinking a lot about the proposed Phase 2 plans for Main Street Park, and I would like to ask the City Council to consider a different approach: keeping Main Street Park primarily as the beautiful, open community gathering place that it is, while looking at the Duke property as a location for some of the new recreational amenities.

I want to be clear that I am not opposed to the proposed amenities. Quite the opposite. I love the idea of Heber having a splash pad, an all-abilities playground, an ice ribbon, and more opportunities for children to be active. With a large family, I know firsthand how valuable those kinds of places can be.

But I also know how valuable open space is.

Because we homeschool, my children aren't just at a park for an hour after school. We use our community throughout the day. Sometimes they need a place to run and play. Sometimes we meet friends. Sometimes we bring a picnic, read, kick a ball around, or simply spend time outside together. There is something very different about having a wide-open lawn with mature trees compared to being surrounded by programmed activities and structures.

Main Street Park already has something that is difficult, if not impossible, to recreate: a beautiful open space right in the heart of our city.

I also have concerns about the practical side of adding several high-use attractions to the park. Main Street is already very busy during events, and parking and traffic can be difficult. With a large family, I am especially conscious of how challenging it can be to safely get children in and out of a crowded area. Adding more attractions that draw people throughout the week seems like it could put even more pressure on streets and surrounding neighborhoods that are already struggling to handle the current level of activity.

That is why I think the Duke property could be such a wonderful opportunity.

Rather than asking Main Street Park to do everything, we could create two places that serve different purposes. The Duke property could be designed specifically for recreation, with the splash pad, playground, ice ribbon, parking, pedestrian access, and other infrastructure planned around those uses.

Main Street Park could remain the place where our community comes together.

I would hate to see us make the mistake of assuming that every valuable thing has to be added to the same property. Sometimes good city planning means recognizing what is already working and protecting it.

For my family, the grass and trees at Main Street Park are not wasted space. They are part of what makes the park useful.

As Heber grows, I hope we can resist the temptation to fill every available area with something and instead preserve some of the spaces that allow people to simply gather, play, breathe, and enjoy being together.

I respectfully ask the City Council to consider the Duke property as part of the Phase 2 planning process and explore how the two properties could work together. I believe we can create wonderful new recreational opportunities for our children without losing the character of one of Heber's most special gathering places.

Thank you for considering the perspective of our family and for the work you are doing to plan for Heber's future.

Sincerely,

Shelbi Kohler

Heber City Council Staff Report

MEETING DATE:	10/6/2026
SUBJECT:	Resolution 2026-24 Observed Holidays 2027
RESPONSIBLE:	Cherie Ashe
DEPARTMENT:	Human Resources
STRATEGIC RELEVANCE:	2027 Observed Holidays schedule for staff and citizens planning and preparation.

SUMMARY

City offices will be closed on the following observed holidays for 2027. While state law (Utah Code § 63G-1-301) establishes the standard legal holidays across Utah, municipalities pass an annual resolution to formally adopt their specific operational calendar. The attached schedule would finalize the dates of 2027 holiday closures.

RECOMMENDATION

Approve 2027 observed holidays

BACKGROUND

According to Utah Code 63G,1,301 the Heber City Council must approve observed holiday closures of city offices to establish a schedule.

DISCUSSION

Departments required to be staffed daily may either take a different day off with their supervisor's approval or be paid holiday pay for hours worked on the observed holiday.

FISCAL IMPACT

Included in FY27 budget--no new costs

CONCLUSION

Approve 2027 holiday observation dates to establish the holiday schedule.

ALTERNATIVES

1. Approve as proposed

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve 2027 observed holidays** as presented, with the findings and conditions as presented in the conclusion above.

ACCOUNTABILITY

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

EXHIBITS

1. 2026-24 Resolution 2027 Holidays

RESOLUTION NO. 2026-24

A RESOLUTION ADOPTING 2027 HOLIDAY SCHEDULE

WHEREAS, Heber City observes and formally adopts holidays according to the specific operational calendar; Utah Code § 63G-1-301

WHEREAS, municipal employees observe these holidays in accordance with the Personnel Policy Employee Handbook;

WHEREAS, eligible employees earn their regular rate of pay for observed holidays when not working, or, if working, eligible employees earn holiday pay and regular pay.

WHEREAS, the City Council finds that the proposed holiday schedule shall be adopted for the calendar year 2027.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, to adopt the observed holiday schedule.

This Resolution shall take effect and be in force beginning immediately after its adoption and publication.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this day of October 6, 2026. This Resolution shall become effective upon January 1, 2027 adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

_____
Heidi Franco, Mayor

ATTEST:

_____
Andrew Conley, Deputy City Recorder

(city seal)

4887-4231-2063, v. 1

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: First Amendment to Finch Creek Development Agreement
RESPONSIBLE: Denna Woodbury
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City Council tentatively approved the First Amendment to the Finch Creek Development Agreement at the last City Council meeting with instructions for staff to revise the language in the Amendment related to affordable housing and place the item back on the Consent Agenda for this meeting. Staff determined that the simplest way to comply with the direction of the City Council was to attach draft deed restrictions to the Amendment and include a provision in the Amendment that requires that the Deed Restrictions are in substantially the same form as the attached deed restrictions. The Deed Restrictions include the waterfall provisions and language regarding HOA fees being deducted from the AMI calculation as requested by the Council.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

The Applicant would like to amend the existing Master Development Agreements for the Finch Creek Development. This request is in addition to the original MDA, not a replacement agreement.

The original MDA was executed on or about December 5, 2022, as a mixed-use project that introduced a commercial strip center and townhomes. The amendment now proposes a residential development with townhomes and mansion homes; a project of 108 units on 11.22 acres.

A Public Hearing was held on July 28, 2026, for the MDA Amendment. There was discussion regarding parking and how it is calculated. There was also discussion about stormwater and concern about water diversion, and the MacDonald Ditch. The Planning Commission provided a favorable recommendation and added a condition to ensure the continued flow of the MacDonald Ditch, as well as ensuring the stormwater does not go into the ditch.

The City Council discussed this amendment at their August 18, 20326 City Council meeting and gave direction to draft a Development Agreement Amendment. Since that meeting, an amendment to the

Development Agreement has been drafted that includes the requested exceptions to the Code and proposed changes to the affordable housing items from the existing MDA.

On September 15, 2026, the City Council discussed this item and focused on changes to the affordable housing provisions. They directed staff to make changes to the affordable housing section and bring it back on the consent agenda.

DISCUSSION

Staff made the changes to the MDA and Deed Restriction draft as directed by the City Council at the September 15, 2026, City Council meeting. These changes include keeping the waterfall provision on occupancy and adding language that states that the fees, including HOA, are not in addition to the rent or payment for the unit. Additionally, the units will have the same access, amenities, and building materials as the market-rate units.

The exceptions requested from the applicant and that were discussed in previous City Council meetings have been added to the amended MDA.

Changes to the housing and commercial portion of the plan from the original MDA include elimination of the commercial center near Highway 40. The change in the roadway alignment no longer allowed for good access to the commercial center. The only commercial type use with the amended MDA is the clubhouse and wellness center for the Finch Creek residents. The ERUs for the project increased because of the change in the boundary for the project due to the road realignment. ERUs are based on the acreage, which changed with the realignment, The number of residential units has decreased from the original MDA. The original MDA approved 138 units. The proposed MDA allows for 108 residential units. Mansion homes have been added as a type of residential unit to the project, which allows for a variation in size and style over what was previously approved. The units will have a farmhouse and modern mountain theme which will add variety over what was previously approved in the original MDA.

FISCAL IMPACT

$0

CONCLUSION

The Finch Creek Development has challenging topography, making it difficult to meet some of the requirements found in NVOZ. The proposed changes to the MDA include the realignment of University Avenue and a development layout that meets the intent of NVOZ while addressing the unique topographic challenges.

The Planning Commission provided a favorable recommendation to City Council, with the following findings and conditions:

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

Conditions:
1. All requirements of the City Engineer shall be met.
   Engineering Conditions:

- Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by the Applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are current, known site and infrastructure concerns that need to be addressed with future submittals: (Please note that the following list is not to be considered all-inclusive and additional concerns may arise as design plans are submitted for review.)
- The sensitive Lands section of Chapter 18 prohibits residential and commercial structures in areas with natural slopes greater than 30%. Roads, driveways, and trails are permitted to be built across natural slopes greater than 30% with approved geotechnical reports and engineering design addressing slope stability, retaining walls, and erosion prevention.

  - Applicant needs to incorporate the City's Master Plan for trails. Trail design needs to be included in design plans.
  - The road alignment may need to be changed. UDOT is currently working on a design for HWY40 and bypass alternate routes in this area. Applicant will need to coordinate with UDOT for an access permit and required improvements.
  - Ensure emergency vehicle access is available through phased construction.
  - Stormwater design manual needs to be followed, which includes a hydrodynamic separator or other allowed system for pretreatment prior to infiltration.
  - No survey map was submitted with the concept plan.
  - If deed lines extend into the HWY 40 ROW and/or River Road, then dedication will need to occur.
  - Any overlaps and gaps in deeds and/or occupation lines will need to be resolved.

2. All other Code Requirements shall be met.
3. Any other conditions or changes as articulated by the Planning Commission
4. Ensuring the continued flow of the MacDonald ditch and that stormwater does not go into the ditch.

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** First Amendment to Finch Creek Development Agreementas presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** First Amendment to Finch Creek Development Agreement as amended, as follows.

Alternative 3 - Continue

I move to **continue** the First Amendment to Finch Creek Development Agreement 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** First Amendment to Finch Creek Development Agreement with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

1. Deed Restrictions Finch Creek - 4900-2001-1988 - 1
2. Finch Creek DA Amendment 9.16.2026 - with amended affordable language - 4904-8311-3169 - 1
3. C1.00 SITE PLAN 2028.08.05-Conceptual Layout-v5
4. L1.00 SITE LANDSCAPE PLAN 2026.08.05-Landscaping Plan-v2
5. C0.20 SENSITIVE LANDS PLAN 2028.08.05-Sensitive Lands Analysis-v2
6. C1.10 PHASING PLAN 2028.08.05-Phasing Plan-v2
7. FINCH CREEK ALTA-Boundary Survey-v1

WHEN RECORDED, RETURN TO:

Wasatch County Housing Authority
175 N. Main Street, Suite 201
Heber City, Utah 84032

AFFORDABLE HOUSING UNIT RESTRICTIONS

THESE RESTRICTIONS CONCERNING AFFORDABLE HOUSING (hereinafter this "**Deed Restriction**") govern the is made and entered into as of the date last signed below (the "**Effective Date**") by Heber City, a municipality of the State of Utah (the "**City**"), Wasatch County Housing Authority ("**WCHA**") and_____, LLC, a Utah limited liability company ("**Developer**"). City, WCHA and Developer may be referred to individually as a "party" or collectively as the "parties."

Recitals

A. On December 5th, 2002, City and Finch Creek entered into the Development Agreement for the Finch Creek Mixed Use Development, which was subsequently amend by the First Amendment to the Development Agreement for the Finch Creek Development (the "**Development Agreement**").

B. The Development Agreement requires Developer to provide a certain amount of deed restricted affordable housing units.

C. The Developer, as owner of the affordable housing units, is recording this Deed Restriction intending that Developer and subsequent owners of the units be bound by its terms, in perpetuity. Upon its recording in the public records of the Office of the Wasatch County Recorder, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the units by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Developer hereby submits the Unit to the following covenants and restrictions:

1. DEFINITIONS.

1.1 "**Applicant**" means one or more persons who are applying for a Unit.

1.2 "**City**" means Heber City, a municipality of the State of Utah.

1.3 **"Disability"** means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.4 "**Domicile**" means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.5 "**First Mortgage**" means a Mortgage (as defined in Section 1.7) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein, and provided that the beneficiary of the First Mortgage does not have any affiliation or common ownership with the Developer or owner of the Unit.

1.6 "**Household"** means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.7 **"Income Qualified,"** means the Household of the renter earns not more than sixty percent (60%) of the Wasatch County Area Median Income ("**AMI**") for the household size of the renter(s) as determined by the County with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by Wasatch County or Heber City.

1.8 "**Lessee-occupied**" means a Unit that is occupied by a lessee as the Lessee's Primary Residence.

1.9 "**Mortgage**" means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.10 "**Notice"** means correspondence complying with the provisions of Section 13.1.

1.11 "**Primary Residence**" means the place where Domicile has been established.

1.12 "**Property Manager**" means the company or entity designed by the Unit Owner to qualify any and all renters, monitoring the use and ongoing qualification of the Qualified Renter, and other responsibilities and duties as set forth in this Deed Restriction.

1.13 "**Unit**" or "**AHU**" means the units within the Development designated as affordable housing units, which units are more particularly described on Exhibit B, attached hereto and incorporated herein. For purposes of this Deed Restriction, a studio shall be considered a household size of 1 person; a one-bedroom shall be considered a household size of 2 people; a two bedroom shall be considered a household size of 3 people; and a three bedroom shall be considered a household size of 4 people

1.14 "**Unit Owner**" means the transferee or transferees receiving title to, or a fee interest in, the Unit or Units and all subsequent person(s) vested with record title of the Unit according to the records of the Office of the Recorder of Wasatch County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

2.1 Lessee-occupied. Each AHU shall be Lessee-occupied by a Qualified Renter unless a Unit Owner receives the prior written consent of the WCHA, who, in its sole and absolute discretion, may grant an exception. Each Qualified Renter shall occupy his or her Unit as a Primary Residence.

2.2. Unauthorized Rental or Owner-Occupied. Any rental of a Unit in violation of this Deed Restriction shall constitute a default under the terms of this Deed Restriction. If the WCHA determines that the Unit is being rented in violation of this Deed Restriction, or used as a owner-occupied unit, then the WCHA may send Notice to the Unit Owner and the tenants indicating that the tenants' and/or Unit Owner's rights, that the Unit Owner or authorized tenant are in violation of this Agreement and WCHA may exercise all legal remedies available to it, including the filing of a lawsuit.

3. RENTING THE UNIT.

3.1 Rental Amount. Each AHU shall cost no more than thirty percent (30%) of Household income based on sixty percent (60%) of the Wasatch County Area Median Income ("AMI") for the number of persons occupying the Unit (i.e. the household size), minus the average monthly cost for HOA fees and standard utilities and services if not included in the rental amount (i.e. gas, electric, water, sewer, garbage, internet). Accordingly, when Developer or subsequent owner of the Units rents the AHU, such monthly rent will be calculated by determining sixty percent (60%) of the Median Family Income in Wasatch County, Utah, as published by the Department of Housing and Urban Development ("HUD") for the household size, multiplied by 30%, and divided by 12 (the number of months per year), minus the cost of HOA fees and standard utilities and services. By way of example, the area median income for a Wasatch County household size of four as published by HUD in 2024 equaled $127,300.00. Thus, the monthly rent for the three-bedroom AHU (which is designated as a household size of 4 pursuant to paragraph 1.13) would be no more than: (.6 x $127,300 x .3) / 12 = $1,909.50 minus the cost of HOA fees and standard utilities and services. The area median income for a Wasatch County household size of 1 in 2024 equals $89,100.00. Thus, the monthly rent for a studio AHU (which is designated as a household size of 1 pursuant to paragraph 1.13) would be no more than: (.6 x $89,100 x .3) / 12 = $1,336.50 minus the cost of HOA fees and standard utilities and services.

3.2 Waiting Lists. Each time an AHU becomes available, the Unit Owner shall take all of the following steps *prior to* renting any unit: (i) consult its own waiting list, if any; (ii) contact the WCHA and verify if WCHA has any qualified applicants on its waiting list; and (iii) contact Mountainlands Community Housing Trust and verify if Mountainlands Community Housing Trust has any qualified applicants on its waiting list (collectively, the "**Waiting Lists**"). The qualified renter priority in Section 3.3 shall be based on all potential renters on the Waiting Lists.

3.3. Renter Priority. Priority for each rental shall be based on the following:

a. First priority shall be given to Income Qualified applicant(s) if one or more of the applicants is an employee of Heber City, Wasatch County or Wasatch School District.

b. Second priority shall be given to Income Qualified applicant(s) if one or more of the applicants is currently employed full time in Wasatch County. "Full time" is defined as working for a business or businesses a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the prospective renter must be registered as a business entity in the State of Utah, have a current business license in Wasatch County in which it is located, and provide substantial goods and/or services within Wasatch County. Employed full time also includes a prospective renter who is retired and was a full-time employee of a business located within Wasatch County for at least two continuous years immediately preceding his or her retirement, or an applicant who is unable to work due to a Disability.

c. Third priority shall be given to Income Qualified applicant(s) who if one or more of the applicants has demonstrably resided in Wasatch County for a minimum of 365 continuous days prior to the date of application.

d. Fourth, if an AHU becomes available and there are no person(s) who qualify at the eighty percent (80%) AMI threshold, Unit Owner shall proceed as follows: (i) after waiting for thirty (30) calendar days after initially offering a AHU at an Income Qualification of not more than 80% AMI, if there are no qualified applicants, Unit Owner may increase the Income Qualification to 100% AMI, giving priority to the applicants in the same priority as 3.3.a through 3.3.c. above; (ii) after 30 calendar days after offering the AHU at 100% AMI, if there are no qualified applicants, Unit Owner may increase the Income Qualification to 120% AMI, giving priority to the applicants in the same priority as 3.3.a through 3.3.c. above.

e. If Unit Owner has taken all steps as set forth in subsections 3.3.a. through 3.3.d., Unit Owner may, but is not obligated to, rent the Unit to a market rate renter ("MRR"), beginning first with those individuals working in Wasatch County, then those residing in Wasatch County for at least 365 continuous days, and then to those working in other jurisdictions. No MRR lease shall be for a period longer than twelve (12) months and shall not contain an option to extend.

3.4. AHU Configurations. To the extent multiple AHUs are available at one time, and multiple Qualified Applicants exist at that same time, Unit Owner shall use best and reasonable judgment in placing the Qualified Applicants in AHUs according to their family size and respective needs. For example, a family of four might obtain the 3-bedroom AHU, and a single individual or couple might obtain a studio or 1-bedroom AHU. However, under no circumstances

shall a AHU exceed the following occupancy maximums (i) a studio AHU be rented to or occupied by more than two (2) individuals; (ii) a 1 bedroom unit to more than three (3) individuals; (iii) a 2 bedroom to more than five (5) individuals; and a 3 bedroom to more than seven (7) individuals. In no event shall any Unit be occupied by more than three (3) adults.

4. PROPERTY MANAGER; QUALIFICATION

4.1 Responsibility and Qualifications. The Unit Owner shall be responsible for all duties and responsibilities set forth in this Deed Restriction not specifically assigned to or reserved by the City or WCHA. The Unit Owner may, from time to time, designate a Property Manager to carry out its duties and responsibilities as set forth herein, but shall, at all times, remain fully responsible for the duties, obligations and responsibilities set forth herein. The Unit Owner shall at all times be responsible for (a) the qualification of the renters pursuant to the terms set forth in this Deed Restriction the Affordable Housing Agreement, if any, Development Agreement, and local and national laws; (b) ongoing verification of all Qualified Renters; (c) providing an annual report to the WCHA as set forth below; and (d) any and all other duties, responsibilities, and obligations as set forth in this Deed Restriction, and the Affordable Housing Agreement, if any.

4.2 Annual Report. No earlier than December 10 but no later than December 31 of each calendar year, the Unit Owner, or its designated Property Manager, shall provide the WCHA with an annual report ("Annual Compliance Report") demonstrating compliance, which shall reflect, at a minimum (a) a list of all Qualified Renters occupying the AHU, which shall include full name, age, unit number, income, number of occupants residing in AHU, beginning date of rental term, employer, employer address, employer contact information, payment history; amount of rent charged (b) a list of all individuals who applied for an AHU since the date of the last Annual Report; which shall include full name, age, income, employer; reason for denial; and (c) if requested, any other information requested by the WCHA, including, but not limited to all written and electronic documentation obtained or used by Unit Owner of Property Manager in determining approval or denial of a potential renter or a Qualified Renter and a copy of the written lease. WCHA reserves the right to request any and all other information necessary to demonstrate compliance, and the Unit Owner or Property Manager shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 8. In conjunction with the Annual Compliance Report, the WCHA may conduct a physical inspection of the Unit or AHU.

4.3 Audit. In addition to the Annual Compliance Report, the WCHA may, but is not obligated to request a report containing the information identified in Section 4.2 above regarding any specific Qualified Renter, individual AHU or AHUs upon providing Unit Owner or Property Manager with written notice at least fourteen (14) calendar days. In the event Unit Owner requires additional time, such additional time shall be not be unreasonably withheld by WCHA.

5. MAINTENANCE AND INSURANCE.

5.1 Minimum Maintenance Standards. The Unit shall at all times be maintained by Unit Owner of Property Manager in good, safe, and habitable condition in all respects, normal

wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit.

5.2 Insurance. To the extent such insurance is not provided by any Community Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. MORTGAGE PROTECTION.

6.1 Subordination to First Mortgage. Except as provided in this Article 6, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

6.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the WCHA per Section14(b): (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

6.3 No Impact on Foreclosure Sale. The provisions of Section 6.2 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 6) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the WCHA shall have no rights greater than or different from others bidding for the Unit.

6.4 Deed Restriction Notification. Before the Unit Owner may sell the Unit or AHU to a third party, it must provide the third-party buyer with a copy of this Deed Restriction and notify the WCHA of its intent to sell at least thirty (30) calendar days prior to sale.

7. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

7.1 Fraud by Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of failing to rent the Unit in compliance with the provision of this Deed Restriction is subject to Heber City's code and a material and express breach of this Agreement.

8. DEFAULT AND REMEDIES.

8.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) rental to non-qualified individuals or renting the AHU without qualifying an individual; (c) using a Unit as an owner-occupied Primary Residence; (e) failure to submit the Annual Compliance Report; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit.

8.2 Monetary Penalties. Upon Notice from the WCHA to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) calendar days, the WCHA may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars ($250.00) per day beginning on the thirty-first (31) day after providing Notice. Unless prior approval was by the WCHA board, rental of any Unit on a short-term/nightly basis or the use of a Unit or AHU as an owner-occupied residence shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the WCHA may charge the Unit Owner automatic fines of up to the greater of $500 per day or the rate charged for rental of the Unit per night. The WCHA maintains the right to place a lien on the Unit or AHU providing notification of any fees or fines due under this Deed Restriction. All monetary penalties shall increase at a rate of 5% per year from the date of this Agreement.

8.3 WCHA Assumption of Duties. In addition to any other remedy available under this Deed Restriction, if the Unit Owner, or its designated Property Manager, fails to cure a default, to the extent that a cure period is required, or otherwise defaults under this Deed Restriction, which does not require a cure period, the WCHA maintains the right, but not the obligation, to perform all obligations set forth in Section 4, including without exclusion, qualifying prospective renters and ensuring ongoing compliance with existing Qualified Renters ("**Assumption of Duties**"). In the event Unit Owner defaults and WCHA elects to exercise its right to the Assumption of Duties, it shall provide Unit Owner with written notice of same no less than (10) ten calendar days prior to assuming the duties. Unit Owner agrees and covenants to pay the WCHA on a monthly no less than ten percent (10%) of the gross amount of monthly rent as a fee for its Assumption of Duties, which shall be due and payable to the Wasatch County Housing Authority on a quarterly basis. If WCHA elects to exercise its right to the Assumption of Duties, Unit Owner forfeitures any future right to resume its duties as set forth in Section 4.

8.4 Violation of Criminal Code. In addition to the remedies contained herein, the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions relating to affordable housing fraud or penalties as found in the City's code (as may be amended or replaced).

8.5 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

8.6 Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such

action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

9. ENFORCEMENT.

The WCHA shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest. However, WCHA may, in its absolute and sole discretion, contract with or designate any other entity or firm, including but not limited to Mountainlands Community Housing Trust ("MCHT"), to act on behalf of or as agent of the WCHA, in which event, Unit Owner shall treat MCHT, in all aspects under the terms of this Agreement, as if it were the WCHA.

10. TERM.

This Deed Restriction shall run in perpetuity unless terminated sooner by the mutual agreement of the Unit Owner and the WCHA (the "**Term**").

11. CHOICE OF LAW.

This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

12. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

12.1 Recordation. Upon execution by the WCHA, this Deed Restriction shall be recorded and filed in the Official Records of Wasatch County, Utah.

12.2 Covenants Run with the Land. The Developer intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the City and the WCHA, shall encumber the Unit, and shall be binding upon the Developer and all subsequent Owners of the Unit.

13. ASSIGNMENT.

WCHA or City may assign to a third party its right to enforce the terms and conditions of these Deed Restrictions. WCHA or City shall provide notice of such assignment to Developer or Unit Owner in writing prior to such assignment.

14. MISCELLANEOUS.

14.1 Notice.

a. Any and all notices or demands to the Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the Wasatch County tax records.

b. Any and all notices or demands to the WCHA shall be in writing and shall be served by (a) mail or commercial courier signed by someone authorized by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment by someone authorized by law to receive. Service shall be complete on the date the receipt is signed. Any notice or demand to the WCHA shall be addressed to:

Wasatch County Housing Authority
175 North Main Street, Suite 201
Heber City, Utah 84032

c. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the WCHA.

14.2 Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.3 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

14.4 Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the WCHA and the Unit Owner and recorded in the Official Records of Wasatch County, Utah.

14.5 Incorporation of Recitals. The recitals set forth at the beginning of this Amended Deed Restriction are incorporated herein by this reference.

IN WITNESS WHEREOF, the City, Developer, and WCHA has executed this Deed Restriction as of the Effective Date.

DEVELOPER:

_____

Print Name: _____

Title: _____

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say, that he/she/they/ is/are a Member(s) Manager(s) of _____, LLC, a Utah limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles/certificate of organization or its operating agreement, and that he acknowledged to me that he executed above document on behalf of _____, LLC.

Witness my hand and official seal.

_____
Notary Public

WASATCH COUNTY HOUSING AUTHORITY:

_____
By: Jeffrey Bradshaw, Executive Director

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20____,, personally appeared before me Jeffrey Bradshaw, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Executive Director of Wasatch County Housing Authority and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Jeffrey Bradshaw acknowledged to me that said Corporation executed the same.

_____
Notary Public

HEBER CITY:

_____

ATTEST:

_____
Heber City Recorder

EXHIBIT A

Legal Description of Property

[LEGAL DESCRIPTION HERE]

EXHIBIT B

Description of Units

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.:
(Space above for Recorder's use only.)

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FINCH CREEK DEVELOPMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FINCH CREEK MIXED USE DEVELOPMENT (this **"Agreement")** is made and entered into as of the date last signed below, by and between HEBER CITY, a political subdivision of the State of Utah **(**the **"City")** and Finch Creek, LLC, a Utah limited liability company **("Finch Creek" or "Property Owner").** Finch Creek and the City are hereinafter referred to individually as a **"Party"** and collectively as the **"Parties."**

RECITALS:

A. On December 5th, 2002, City and Finch Creek entered into the Development Agreement for the Finch Creek Mixed Use Development (the "**Development Agreement**"),

B. The Parties desire to amend the Development Agreement as set forth herein.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Finch Creek agree as follows:

Amendment Paragraph I. Subparagraphs 1.2.14, 1.2.36, 1.2.59 and 1.2.63 of the Development Agreement shall be deleted and replaced with the following:

1.2.14. **City North Village Master Plan** shall mean the City's North Village Master Plan 2022 to 2042, dated September 20, 2022.

1.2.59 **Site Plan** means the Site Plan attached hereto as **Exhibit B**. The street configurations, building types and locations, and layout for the Project shall generally comply with Site Plan.

1.2.63. **Zone** means the City's North Village Overlay District Zone, University Village sub-district.

Amendment Paragraph II. The following language shall be added to Paragraph 2 of the Development Agreement:

2.1. **Exceptions to City Code and Standards.** Notwithstanding the foregoing, Heber City acknowledges that, as part of this development agreement, it is granting certain exceptions to the Heber City Municipal Code ("City Code"), including:

2.1.1. **Clubhouse and Wellness Center in Lieu of Commercial Use.** No retail or commercial development shall be required within the Property. Property Owner shall be entitled to construct and use one detached building as a clubhouse and wellness center for the residents of Finch Creek, in the approximate location and size shown on the Site Plan.

2.1.2. **Park Amenities; Parking Counted as Open Space; Trail as Sidewalk; Proximity Exemption.** Property Owner shall satisfy the parks requirement through amenities including a courtyard, pickleball courts, and a multi-use trail. Consistent with Heber City Code section 18.21.050.2.8, parking provided near such amenities shall count toward the open space calculation. The trail shown on the Site Plan near the courtyard and green space shall count as a sidewalk for purposes of meeting the courtyard requirements, including the trail located near Highway 40. Property Owner shall be exempt from the proximity requirements of Heber City Code section 18.21.050.2.9 to the extent applicable.

2.1.3. **Sensitive Lands and Slope Exception.** The Sensitive Lands Analysis shows minor areas where the natural slope may exceed thirty percent (30%), and the Sensitive Lands Ordinance limits cuts below the Wasatch Canal to a maximum of 2H:1V without engineered retaining walls. Property Owner shall be permitted to make limited improvements in such areas, as generally shown on the Site Plan, provided that Property Owner obtains a geotechnical engineering analysis for the areas below the Wasatch Canal confirming that the areas will be stable when the improvements, including any structural retaining walls, are installed. The geotechnical report shall include mitigation and design criteria for all areas exceeding thirty percent (30%) slope and for any cuts or retaining walls proposed below the Wasatch Canal within the 2H:1V slope area.

2.1.4. **Private Roads.** Property Owner shall be permitted to construct private roads measuring thirty-two feet (32') from back of curb to back of curb, in the approximate locations generally depicted on the Site Plan. Property Owner shall

remain subject to its obligation to participate in construction of the public road system as contemplated by the Area Master Transportation Plan.

2.1.5. **Glazing Requirement.** The first-story glazing requirement for residential units within the Property shall be reduced to ten percent (10%).

2.1.6. **Garage and Driveway Parking; ADUs.** Garage parking provided by Property Owner shall count toward the parking requirements of each residential unit for purposes of Chapter 18.72 of the Heber City Code. In light of such garage parking, Property Owner shall not be required to construct any additional on-street or off-street parking beyond that generally shown on the Site Plan. Driveways may be used to satisfy additional parking requirements applicable to Accessory Dwelling Units ("ADUs"), provided that any driveway used for ADU parking purposes is a minimum of twenty feet (20') in length.

2.1.7. **Scenic Buffer and Monotony Exception, Moulton Lane Frontage.** Property Owner shall not be required to meet the scenic buffer requirements for the portion of the Project connecting into the existing private frontage road near Moulton Lane. Based on the landscape buffering and viewpoint from Highway 40, the Project shall be excepted from the monotony requirements presently codified at Heber City Code section 18.21.030.3, provided that the Project contains a mix of architectural styles as conceptualized on the Site Plan.

2.1.8. **Roads and Hard Surfaces Within the Scenic Buffer Setback.** Roads and hard surfaces, including the trail system and maintenance access for the retention basin, may be constructed in the approximate locations shown on the Site Plan within the seventy-five foot (75') setback otherwise required for the scenic buffer under Heber City Code section 18.21.010.1.4.

2.1.9. **Site Plan Development Entitlement; NVOZ Street and Building Design Exceptions.** Property Owner shall be entitled to develop the Project according to the building siting, street layout, street network, blocks, block lengths, sidewalks, connectivity, landscaping, screening, access, and trails generally shown in the approximate locations depicted on the Site Plan, subject to the City's Vested Laws except as expressly excepted below or elsewhere in this Agreement. Without limiting the foregoing, the following specific exceptions to NVOZ Section 4.0 (Streets) and NVOZ Section 3.0 (Buildings) are granted:

(a) **Streets (NVOZ Section 4.0).** The Project is excepted from the maximum block length of five hundred feet (500') and the maximum block perimeter of two thousand feet (2,000') otherwise required under NVOZ Section 4.0, to the extent

necessary to meet the City's street grade requirements, provided that the Project maintains pedestrian connectivity throughout.

(b) **Buildings, Townhome Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of less than 10 feet, to comply with aerial access and overall building height standards. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 10% on the rear main level, due to garage doors. The Farmhouse and Mountain Modern 15% transparency requirement for third-floor side windows and the garage level is excepted, to accommodate third-floor bathroom locations that require smaller windows.

(c) **Buildings, Mansion Home Product (NVOZ Section 3.0).** The Mountain Modern design's required main-level floor-to-ceiling height of 10 to 14 feet is excepted to permit a main-level floor-to-ceiling height of 9 feet. The Mountain Modern requirement that windows and doors read untrimmed, with glazing integrated into the exterior wall plane, is excepted to permit head and sill trim, consistent with the Mountain Modern architectural vernacular. The Mountain Modern requirement for exposed structural elements is excepted; exposed structural elements shall not be required, for future maintenance simplification. The requirement that garages be recessed two feet (2') is excepted, as the garages are located on what is considered the rear of the building, the private streets functioning as alleys for this purpose. The Mountain Modern requirement for decorative wood or wood-looking garage doors recessed from the front plane is excepted; the garage doors shall be wood-looking and located on the rear facade, with the front facade instead facing open space. The Farmhouse and Mountain Modern ground-floor stone or brick requirement of 20% is reduced to 17% on the rear main level. The Farmhouse and Mountain Modern 15% transparency requirement at the garage level is reduced to 12%, reflecting the transparency provided by windows on the garage doors. The Farmhouse decorative window trim width requirement of 5 to 6 inches is excepted to permit a trim width of 4 inches. The requirement that exterior lighting use shielded fixtures directing light downward is excepted to permit lighting placed beneath the roof structure. The porch requirements are excepted as follows: exposed structural elements shall not be required for the porch structure, for future maintenance simplification; upper-level deck railings may be metal atop an enclosed parapet wall in lieu of turned balusters, square balusters, or steel; and, of the five porch roofs on the Mansion Home product, the center porch roof may be a gable roof rather than the forward-facing shed or hip roof form otherwise required (the remaining four comply without exception). The Farmhouse window-

grouping requirement (individual units or pairs) is excepted to permit window triplets in the locations shown on the elevations, in addition to singles and doubles.

(d) **Buildings, Townhome and Mansion Home Products (Shared).** The requirement that parking be located in the rear yard (alley-loaded) is excepted due to topography. Garages shall instead be accessed from the internal private street network, which functions as an alley for this purpose, with the front of the units facing open space. Property Owner shall provide thirty (30) guest parking spaces for the townhome product, exceeding the twenty-seven (27) spaces otherwise required. The courtyard configuration requirement (three buildings of five units each, with a minimum of fifty feet (50') between buildings) is excepted to permit the eight-building, V-shaped courtyard configuration shown on the Site Plan, with building-to-building distance across the green space as shown on the Site Plan. The buildings shown on the Site Plan shall be deemed to meet the intent of the Build-To Zone and Front Property Line Coverage requirements because they face onto open space rather than onto the private streets.

Amendment Paragraph III. Paragraph 3 of the Development Agreement shall be deleted and replaced with the following:

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

3.1. **Project Density.** With the augmentation of the Property, Property Owners shall be entitled to and are vested with the right to develop and construct up to 71.94 ERUs, consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the "**Base Density Entitlements**"). The Base Density Entitlements represent the base density allocation per gross acre allowed by the City's Vested Laws and have been approved pursuant to the City's review of the Site Plan in accordance with the requirements of the North Village Overlay District Zone and University Village sub-district. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 3.59 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the **"Bonus Density Entitlements,"** and together with the Base Density Entitlements, the **"Development Entitlements"),** which reflects a five percent (5%) increase in base density granted by reason of the Low Income Housing requirements imposed pursuant to this Agreement.

3.2. **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Site Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City Code as set forth in Chapter 18.117 of the City's Vested Laws. Uses on the Property shall not include stacked flats unless approved by the City Council. The general street configurations, building types,

and general layout for the Project shall comply with the Site Plan, subject to the exceptions identified in this Agreement.

3.3. **Low Income Housing Requirements.** For the purposes of this Agreement, Low Income or Affordable Housing shall maintain a price that is affordable for individuals or families with an income of less than 60% of the average median income (AMI) in Wasatch County, Utah. A minimum of 3.5 ERU's shall be deed restricted in perpetuity and sold as deed restricted owner-occupied units or rented at an affordable rate to families earning no more than sixty percent (60%) of the average median income (60% AMI).

3.3.1. **Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes**. Prior to issuance of a building permit for any Affordable Housing Units, Property Owners shall record Affordable Housing Unit Restrictions in substantially the form attached hereto as **Exhibit 5**. If Property Owner is proposing owner-occupied for-sale unit, City shall modify the Deed Restrictions Covenant for owner-occupied units.

3.3.2. **Timing.** At least 50 percent of the required Low Income Housing units shall be constructed no later than the construction of the first 50 percent of the Market Rate units. The full Low Income Housing requirement shall be completed no later than construction of the first 60 percent of the Market Rate units.

3.3.3. **Rights of First Offer.** For any Affordable Housing unit offered for sale, Heber City, or its designee, shall have the first right to purchase such unit (aka, AMI deed restricted properties, or affordable deed restricted units). In the event the City does not exercise or execute on its said option to purchase, the applicable Affordable Housing unit may be sold to a member of the general public meeting the applicable income qualification requirements.

Amendment Paragraph IV. Paragraph 15 of the Development Agreement shall be replaced with the following**:**

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 Property Owner:
Finch Creek, LLC
Attn: James Stout
1113 S. 500 W.
Bountiful, UT 84010
Hoggan Lee Hutchinson
Attn: Justin Keys

1225 Deer Valley Dr., Ste. 201
Park City, UT 84060

To the City:
City of Heber
Attn: City Recorder
75 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:

15.1.2. **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.

15.1.3. **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.

15.1.4. **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.

Amendment Paragraph V. Paragraph 16 of the Development Agreement shall be replaced with the following:

16. Administrative Amendment

16.1. **Scope of Administrative Amendments.** To the extent allowed under Utah state law, 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.

16.1.2. **Design Guidelines.** Modifications of or variations from the Design Guidelines.

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

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 twenty-one (21) 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.

Amendment Paragraph VI. Exhibit A (Legal Description) and Exhibit C (Site Plan) of the Development Agreement shall be removed and replaced with Exhibits 1 and 2 attached hereto**.** Exhibit 5 attached hereto shall be added to the Development Agreement as an Exhibit.

Amendment Paragraph VII. This Amendment may be executed in counterparts, which, when complied together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.

Amendment Paragraph VIII. Except as expressly amended herein, the Development Agreement remains in full force and effect.

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

Finch Creek, LLC
Utah limited liability company

By:_____
Name: James Stout
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF _____)

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

_____
NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

Approved as to form and legality:

City Attorney

By: _____

Attest:
City Recorder

By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF _____)

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

_____
NOTARY PUBLIC

EXHIBIT 1
Legal Description

EXHIBIT 2
Site Plan

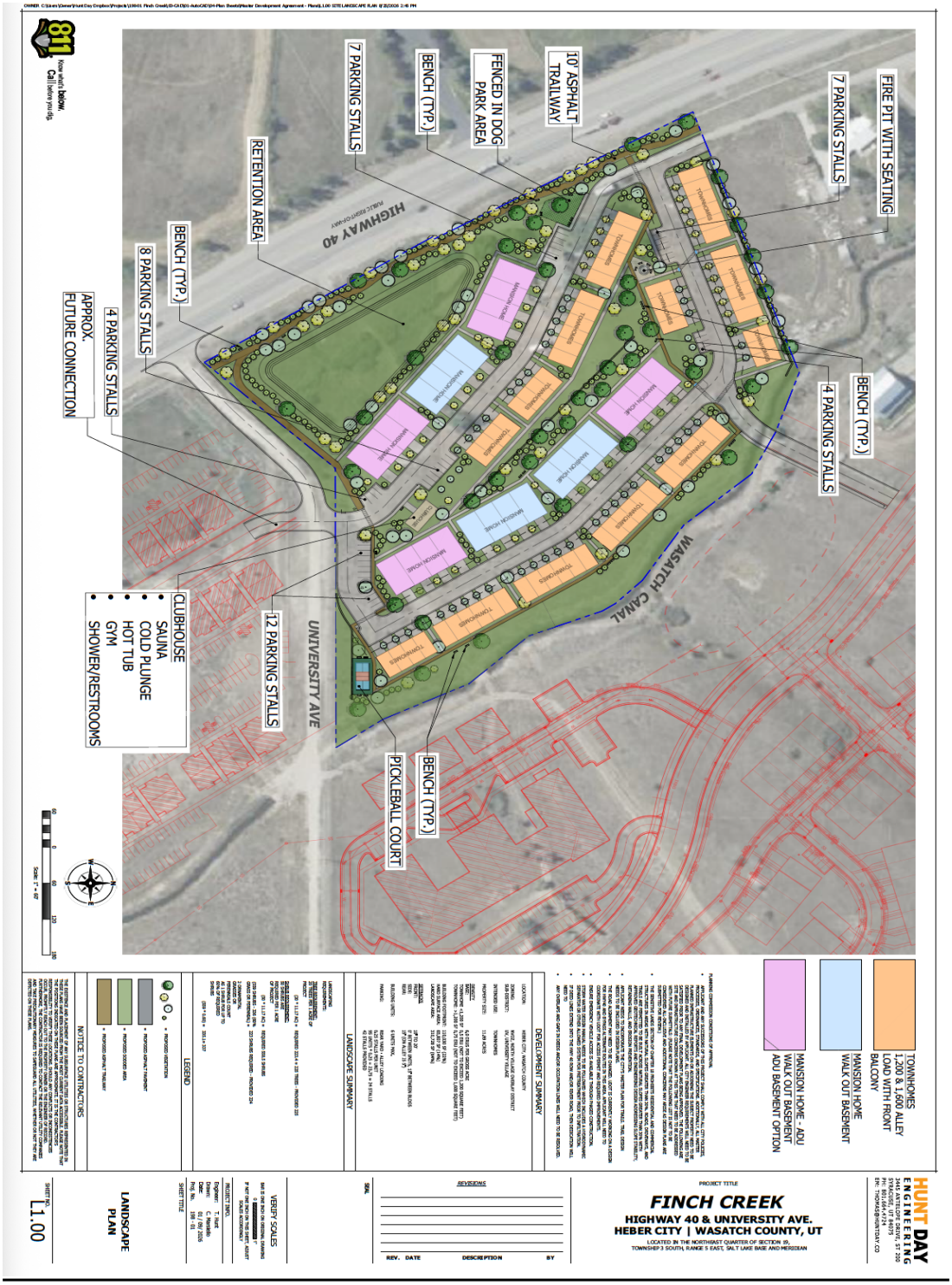
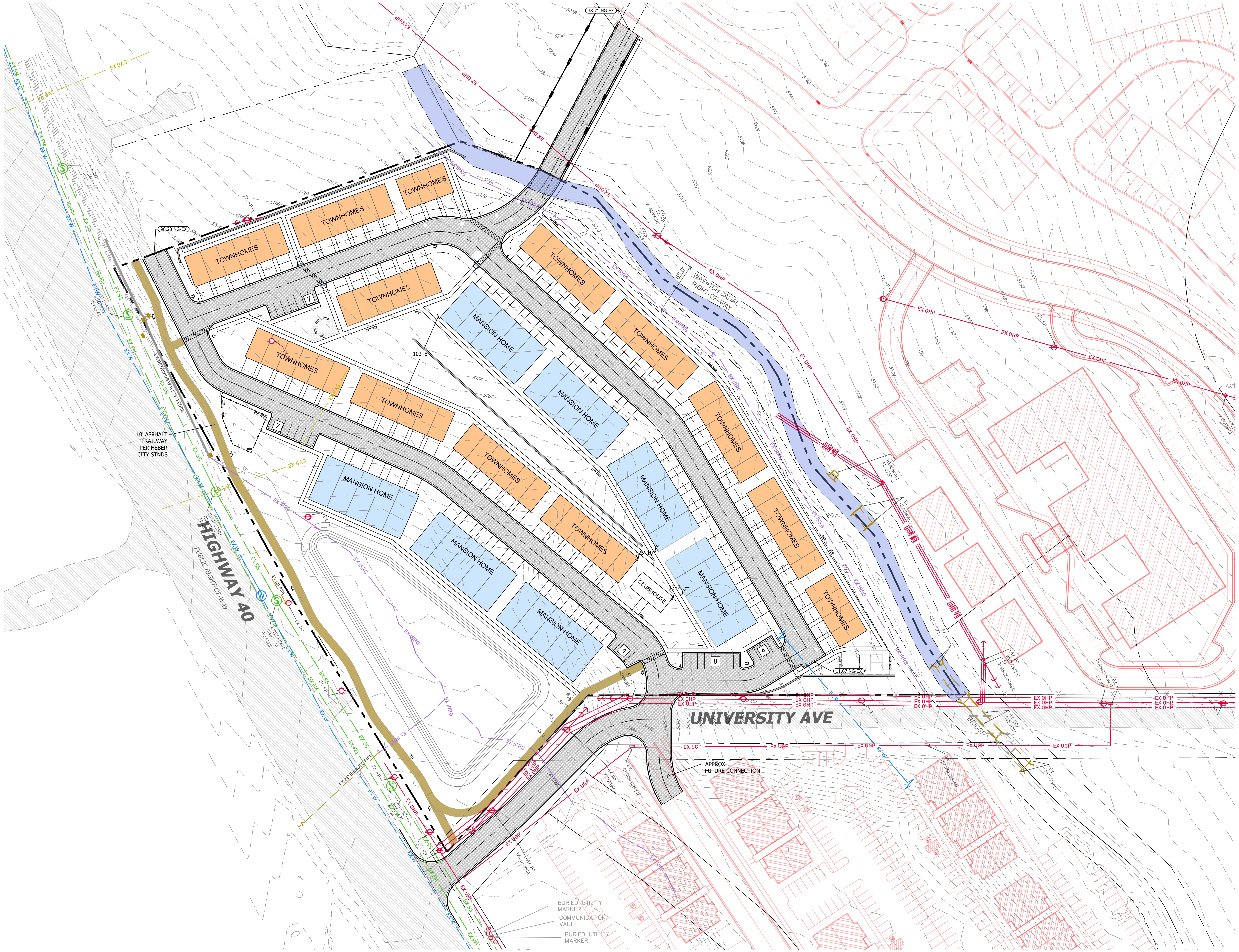
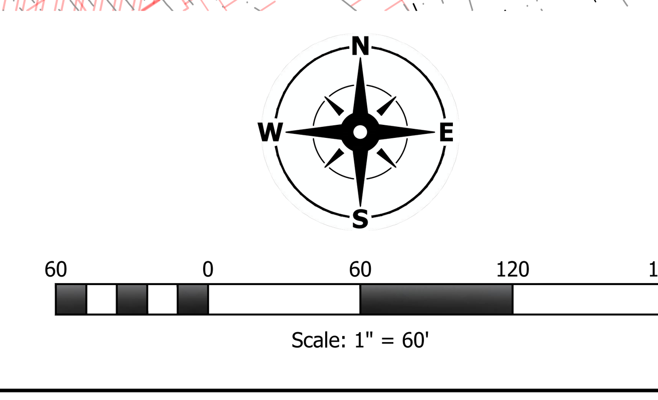


EXHIBIT 5
Sample Affordable Housing Unit Restrictions





OWNER C:\Users\Owner\Hunt Day Dropbox\Projects\198-01 Finch Creek\00-CAD\01-AutoCAD\04-Plan Sheets\Master Development Agreement - Plans\C1.00 SITE PLAN 8/5/2026 1:21 PM

811 Know what's **below.** **Call** before you dig.

HUNT DAY ENGINEERING
3445 ANTELOPE DRIVE, ST 200
SYRACUSE, UT 84075
PH: 801.664.4724
EM: THOMAS@HUNTDAY.CO

PROJECT TITLE

FINCH CREEK

HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

PLANNING COMMISSION CONDITIONS OF APPROVAL

- APPLICANT AND ANY SUCCESSORS OF THIS PROJECT SHALL COMPLY WITH ALL CITY POLICIES, PROCESSES, ORDINANCES, STANDARDS, AND SPECIFICATIONS. ADDITIONALLY, ALL MASTER PLANNED INFRASTRUCTURE ELEMENTS ON OR ADJOINING THE SUBJECT PROPERTY NEED TO BE DESIGNED AND INSTALLED BY APPLICANT. ALL CITY ENGINEER REQUIREMENTS WILL NEED TO BE SATISFIED PRIOR TO ANY FINAL DEVELOPMENT PLANS BEING APPROVED. THE FOLLOWING ARE SITE AND INFRASTRUCTURE CONCERNS KNOWN AT THIS TIME THAT NEED TO BE ADDRESSED WITH FUTURE SUBMITTALS: (PLEASE NOTE THAT THE FOLLOWING LIST IS NOT TO BE CONSIDERED ALL-INCLUSIVE AND ADDITIONAL CONCERNS MAY ARISE AS DESIGN PLANS ARE SUBMITTED FOR REVIEW.)
- THE SENSITIVE LANDS SECTION OF CHAPTER 18 PROHIBITS RESIDENTIAL AND COMMERCIAL STRUCTURES IN AREAS WITH NATURAL SLOPES GREATER THAN 30%. ROADS, DRIVEWAYS, AND TRAILS ARE PERMITTED TO BE BUILT ACROSS NATURAL SLOPES GREATER THAN 30% WITH APPROVED GEOTECHNICAL REPORTS AND ENGINEERING DESIGN ADDRESSING SLOPE STABILITY, RETAINING WALLS, AND EROSION PREVENTION.
- APPLICANT NEEDS TO INCORPORATE THE CITY'S MASTER PLAN FOR TRAILS. TRAIL DESIGN NEEDS TO BE INCLUDED IN DESIGN PLANS.
- THE ROAD ALIGNMENT MAY NEED TO BE CHANGED. UDOT IS CURRENTLY WORKING ON A DESIGN FOR HWY40 AND BYPASS ALTERNATE ROUTES IN THIS AREA. APPLICANT WILL NEED TO COORDINATE WITH UDOT FOR ACCESS PERMIT AND REQUIRED IMPROVEMENTS.
- ENSURE EMERGENCY VEHICLE ACCESS IS AVAILABLE THROUGH PHASED CONSTRUCTION.
- STORM WATER DESIGN MANUAL NEEDS TO BE FOLLOWED WHICH INCLUDES A HYDRODYNAMIC SEPARATOR OR OTHER ALLOWED SYSTEM FOR PRETREATMENT PRIOR TO INFILTRATION.
- IF DEED LINES EXTEND INTO THE HWY 40 ROW AND/OR RIVER ROAD, THEN DEDICATION WILL NEED TO
- ANY OVERLAPS AND GAPS IN DEEDS AND/OR OCCUPATION LINES WILL NEED TO BE RESOLVED.

REVISIONS			
REV.	DATE	DESCRIPTION	BY

SEAL

KEY NOTES (#)

1. ASPHALT PAVEMENT, SEE TYPICAL CROSS SECTION - DETAIL 1/ SHEET C1.90
2. 10' ASPHALT TRAIL, SEE TYPICAL CROSS SECTION - DETAIL 1/ SHEET C1.90
3. 5' CONCRETE WALKWAY, SEE CITY STANDARD DETAIL - STREETS-4 / SHEET C1.90
4. RESIDENTIAL DRIVEWAY APPROACH, SEE CITY STANDARD DETAIL - STREET-7 / SHEET C1.90
5. STANDARD CURB & GUTTER, SEE CITY STANDARD DETAIL - STREETS-4 / SHEET C1.90
6. ACCESSIBLE RAMP WITH TRUNCATED DOMES, SEE CITY STANDARD DETAIL - STREETS-5A/ SHEET C1.90
7. STOP SIGN (R1-1) PER MUTCD STANDARDS AND STREET SIGN, SEE CITY STANDARD DETAIL - STREETS-10/ SHEET C1.90
8. CROSSWALK - YELLOW PAINTED STRIPING
9. 4-IN YELLOW PAINTED STRIPING
10. STREET LIGHTING, SEE CITY STANDARD DETAIL - STREETS-15/ SHEET C1.90
11. TRAIL LIGHTING, SEE CITY STANDARD DETAIL - STREETS-14/ SHEET C1.90
12. UTILITY CONCRETE COLLAR, SEE CITY STANDARD DETAIL - UTILITIES-4 / SHEET C3.90
13. FIRE HYDRANT LOCATION, SEE CITY STANDARD DETAIL - WATER-1/ SHEET C3.90
14. ROCK RETAINING WALL, SEE DETAILS/ SHEET 2.91

DEVELOPMENT SUMMARY

LOCATION:	HEBER CITY, WASATCH COUNTY
ZONING:	NVOZ, NORTH VILLAGE OVERLAY DISTRICT
SUB-DISTRICT:	UV, UNIVERSITY VILLAGE
INTENDED USE:	TOWNHOMES
PROPERTY SIZE:	486,546 SF / 11.17 ACRES
DENSITY	
BASE:	6.0 ERUS PER GROSS ACRE
TOWNHOME <1,200 SF	0.5 ERU (NOT TO EXCEED 1,200 SQUARE FEET)
TOWNHOME: >1,200 SF	0.75 ERU (NOT TO EXCEED 1,600 SQUARE FEET)
BUILDING FOOTPRINT:	115,070 SF (24%)
HARD SURFACE AREA:	110,495 SF (23%)
LANDSCAPE AREA:	260,981 SF (54%)
SETBACKS	
FRONT:	10' TO 20'
SIDE:	0' BETWEEN UNITS, 15' BETWEEN BLDGS
REAR:	15' (ON ALLEY IS 5')
BUILDING UNITS:	6 UNITS MAX.
PARKING:	REAR YARD - ALLEY LOADING 0.25 STALLS PER UNIT 108 UNITS * 0.25 = 27 STALLS 30 STALLS PROVIDED

NOTICE TO CONTRACTORS

THE EXISTENCE AND PLACEMENT OF ANY SUBSURFACE UTILITIES OR STRUCTURES REPRESENTED IN THESE PLANS HAVE BEEN SOURCED FROM THE MOST CURRENT DATA ACCESSIBLE. PLEASE NOTE THAT THE POSITIONS INDICATED ON THESE PLANS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS. SHOULD ANY CONFLICTS OR INCONSISTENCIES OCCUR, PROMPTLY REACH OUT TO THE PROPERTY OWNER OR THE ENGINEER OF RECORD. FURTHERMORE, THE CONTRACTOR IS REQUIRED TO CONTACT THE RELEVANT UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO SAFEGUARD ALL UTILITIES, WHETHER OR NOT THEY ARE DEPICTED ON THESE PLANS.

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

SITE PLAN

SHEET NO.
C1.00



Know what's **below.** **Call** before you dig.

N W E S

60 0 60 120 180

Scale: 1" = 60'

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PARKING:	REAR YARD - ALLEY LOADING 0.25 STALLS PER UNIT 108 UNITS * 0.25 = 27 STALLS 30 STALLS PROVIDED

LANDSCAPE SUMMARY

LANDSCAPING REQUIREMENTS:

TREE REQUIREMENT:
20 TREES PER 1 ACRE OF PROJECT

(20 * 11.17 AC) = REQUIRED 223.4 ≈ 225 TREES - PROVIDED 225

SHRUB REQUIREMENT:
50 SHRUBS ARE REQUIRED PER 1 ACRE OF PROJECT

(50 * 11.17 AC) = REQUIRED 558.5 SHRUBS

(559 SHRUBS - 336 (60% GRASS OR PERENNIAL) = 223 SHRUBS REQUIRED - PROVIDED 224

2 ORNAMENTAL GRASSES OR PERENNIALS COUNT AS 1 SHRUB FOR UP TO 60% OF REQUIRED SHRUBS

(559 * 0.60) = 335.1≈ 337

LEGEND

= PROPOSED VEGETATION

= PROPOSED ASPHALT PAVEMENT

= PROPOSED SODDED AREA

= PROPOSED ASPHALT TRAILWAY

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HUNT DAY ENGINEERING
3445 ANTELOPE DRIVE, ST 200
SYRACUSE, UT 84075
PH: 801.664.4724
EM: THOMAS@HUNTDAY.CO

PROJECT TITLE

FINCH CREEK

HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

REVISIONS

REV.	DATE	DESCRIPTION	BY

SEAL

VERIFY SCALES

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

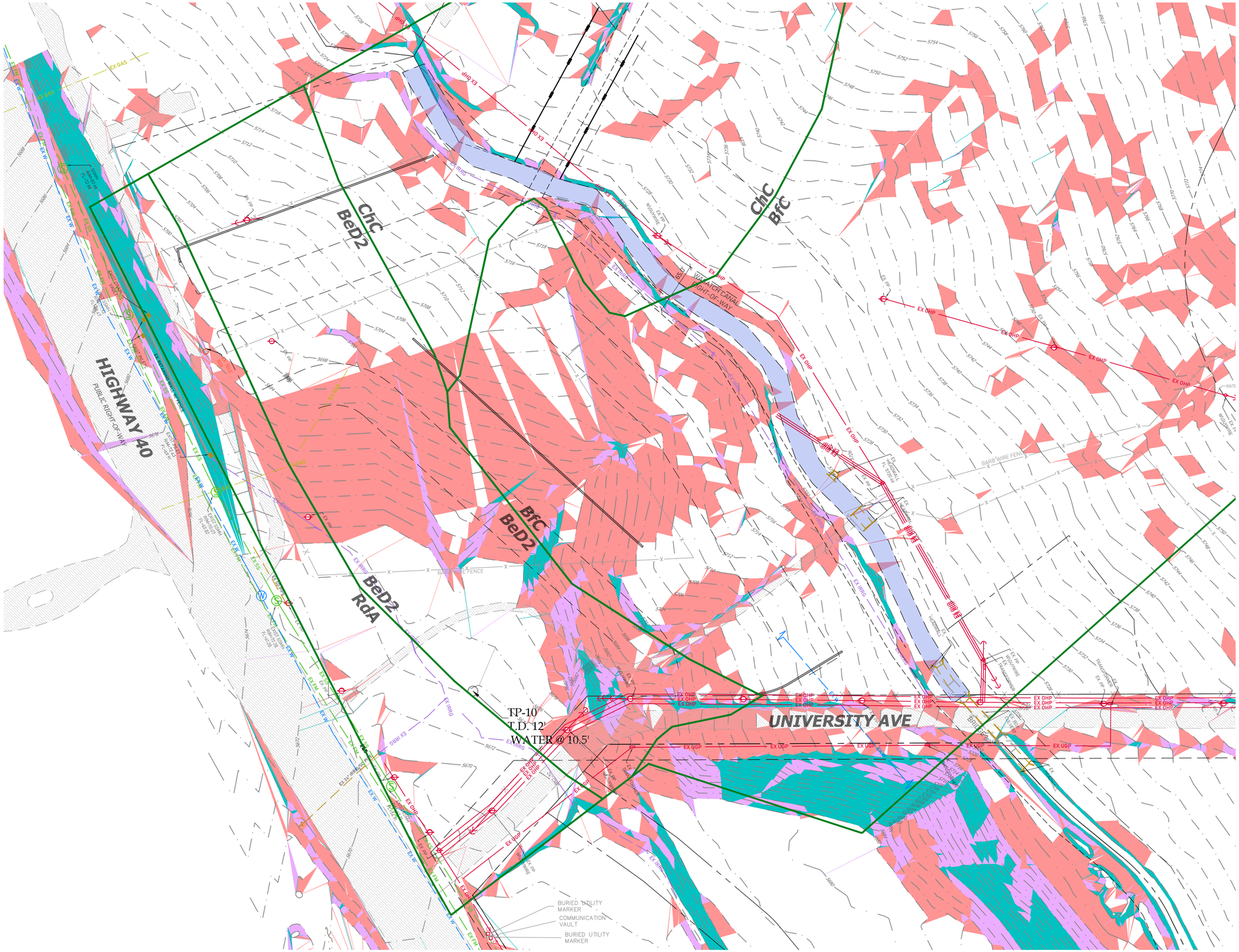
Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

LANDSCAPE PLAN

SHEET NO.
L1.00

OWNER C:\Users\Owner\Hunt Day Dropbox\Projects\198-01 Finch Creek\00-CAD\01-AutoCAD\04-Plan Sheets\Master Development Agreement - Plans\L1.00 SITE LANDSCAPE PLAN 8/5/2026 1:38 PM



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SLOPES TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	10.00%	20.00%	
2	20.00%	30.00%	
3	30.00%	1000.00%	

SOIL DATA		
SOIL TYPE	DEPTH TO WATER TABLE	DEPTH TO BEDROCK
BeD2 - Bezzant cobbly loam	> 80 INCHES	> 80 INCHES
BfC - Bezzant very cobbly loam	> 80 INCHES	> 80 INCHES
ChC - Clegg cobbly loam	> 80 INCHES	> 80 INCHES
RdA - Rasband loam	> 80 INCHES	> 80 INCHES

SOURCE: NCRS SOIL SURVEY (SOIL LINES SHOWN ARE FOR REPRESENTATION ONLY - REFER TO GEOTECHNICAL REPORT)

SENSITIVE LANDS	
FEATURE	IDENTIFIED
STEEP SLOPES	IDENTIFIED ON PLAN
ROCK OUTCROPPINGS	
WETLANDS	
AVALANCHE ZONES	NOT APPLICABLE
INTERMITTENT OR CONSTANT FLOW STREAM CORRIDORS	IDENTIFIED ON PLAN (WASATCH CANAL)
RIDGELINES	
SPRINGS	
SIGNIFICANT GULLIES	
SPECIES PROTECTION	
WILDFIRE/URBAN INTERFACES	NOT APPLICABLE
FLOOD PLAINS	SEE NOTE BELOW
ANIMAL MIGRATION ROUTES	
HERITAGE TREES	
OAK AND MAPLE GROVES	

FLOOD ZONE DESIGNATION

THIS PROPERTY LIES WITHIN FLOOD ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. INFORMATION OBTAINED FROM FEMA FLOOD INSURANCE RATE MAP NUMBER 49051C0116E, EFFECTIVE DATE: MARCH 15, 2012.

NOTICE TO CONTRACTORS

THE EXISTENCE AND PLACEMENT OF ANY SUBSURFACE UTILITIES OR STRUCTURES REPRESENTED IN THESE PLANS HAVE BEEN SOURCED FROM THE MOST CURRENT DATA ACCESSIBLE. PLEASE NOTE THAT THE POSITIONS INDICATED ON THESE PLANS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS. SHOULD ANY CONFLICTS OR INCONSISTENCIES OCCUR, PROMPTLY REACH OUT TO THE PROPERTY OWNER OR THE ENGINEER OF RECORD. FURTHERMORE, THE CONTRACTOR IS REQUIRED TO CONTACT THE RELEVANT UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO SAFEGUARD ALL UTILITIES, WHETHER OR NOT THEY ARE DEPICTED ON THESE PLANS.

811 Know what's **below.** **Call** before you dig.

HUNT DAY ENGINEERING
3445 ANTELOPE DRIVE, ST 200
SYRACUSE, UT 84075
PH: 801.664.4724
EM: THOMAS@HUNTDAY.CO

PROJECT TITLE

FINCH CREEK
HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

REVISIONS

REV.	DATE	DESCRIPTION	BY

SEAL

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

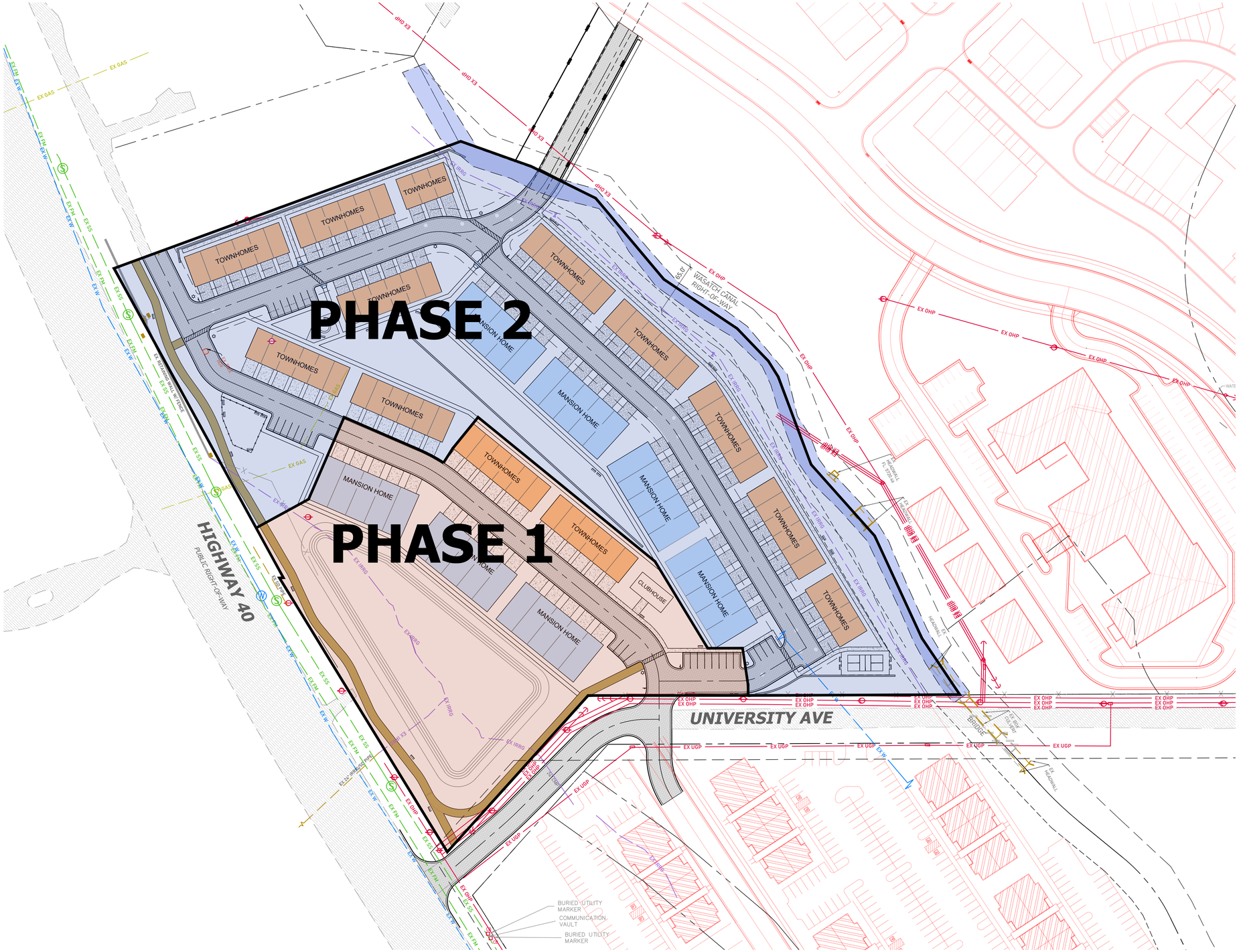
Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

SENSITIVE LANDS ANALYSIS

SHEET NO.
C0.10

OWNER C:\Users\Owner\Hunt Day Dropbox\Projects\198-01 Finch Creek\00-CAD\01-AutoCAD\04-Plan Sheets\Master Development Agreement - Plans\C0.20 SENSITIVE LANDS PLAN 8/5/2026 1:18 PM



PLANNING COMMISSION CONDITIONS OF APPROVAL

- APPLICANT AND ANY SUCCESSORS OF THIS PROJECT SHALL COMPLY WITH ALL CITY POLICIES, PROCESSES, ORDINANCES, STANDARDS, AND SPECIFICATIONS. ADDITIONALLY, ALL MASTER PLANNED INFRASTRUCTURE ELEMENTS ON OR ADJOINING THE SUBJECT PROPERTY NEED TO BE DESIGNED AND INSTALLED BY APPLICANT. ALL CITY ENGINEER REQUIREMENTS WILL NEED TO BE SATISFIED PRIOR TO ANY FINAL DEVELOPMENT PLANS BEING APPROVED. THE FOLLOWING ARE SITE AND INFRASTRUCTURE CONCERNS KNOWN AT THIS TIME THAT NEED TO BE ADDRESSED WITH FUTURE SUBMITTALS: (PLEASE NOTE THAT THE FOLLOWING LIST IS NOT TO BE CONSIDERED ALL-INCLUSIVE AND ADDITIONAL CONCERNS MAY ARISE AS DESIGN PLANS ARE SUBMITTED FOR REVIEW.)
- THE SENSITIVE LANDS SECTION OF CHAPTER 18 PROHIBITS RESIDENTIAL AND COMMERCIAL STRUCTURES IN AREAS WITH NATURAL SLOPES GREATER THAN 30%. ROADS, DRIVEWAYS, AND TRAILS ARE PERMITTED TO BE BUILT ACROSS NATURAL SLOPES GREATER THAN 30% WITH APPROVED GEOTECHNICAL REPORTS AND ENGINEERING DESIGN ADDRESSING SLOPE STABILITY, RETAINING WALLS, AND EROSION PREVENTION.
- APPLICANT NEEDS TO INCORPORATE THE CITY'S MASTER PLAN FOR TRAILS. TRAIL DESIGN NEEDS TO BE INCLUDED IN DESIGN PLANS.
- THE ROAD ALIGNMENT MAY NEED TO BE CHANGED. UDOT IS CURRENTLY WORKING ON A DESIGN FOR HWY40 AND BYPASS ALTERNATE ROUTES IN THIS AREA. APPLICANT WILL NEED TO COORDINATE WITH UDOT FOR ACCESS PERMIT AND REQUIRED IMPROVEMENTS.
- ENSURE EMERGENCY VEHICLE ACCESS IS AVAILABLE THROUGH PHASED CONSTRUCTION.
- STORM WATER DESIGN MANUAL NEEDS TO BE FOLLOWED WHICH INCLUDES A HYDRODYNAMIC SEPARATOR OR OTHER ALLOWED SYSTEM FOR PRETREATMENT PRIOR TO INFILTRATION.
- IF DEED LINES EXTEND INTO THE HWY 40 ROW AND/OR RIVER ROAD, THEN DEDICATION WILL NEED TO
- ANY OVERLAPS AND GAPS IN DEEDS AND/OR OCCUPATION LINES WILL NEED TO BE RESOLVED.

811 Know what's **below.** **Call** before you dig.

HUNT DAY ENGINEERING
3445 ANTELOPE DRIVE, ST 200
SYRACUSE, UT 84075
PH: 801.664.4724
EM: THOMAS@HUNTDAY.CO

PROJECT TITLE

FINCH CREEK
HIGHWAY 40 & UNIVERSITY AVE.
HEBER CITY | WASATCH COUNTY, UT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

REVISIONS

REV.	DATE	DESCRIPTION	BY

SEAL

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer:	T. Hunt
Drawn:	C. Marsiello
Date:	01 / 09/ 2026
Proj. No.	198 - 01

SHEET TITLE

SITE PLAN

SHEET NO.
C1.00

OWNER: C:\Users\Owner\Hunt Day Dropbox\Projects\198-01 Finch Creek\00-CAD\01-AutoCAD\04-Plan Sheets\Master Development Agreement - Plans\C1.10 PHASING PLAN 8/5/2026 1:35 PM

FINCH CREEK ALTA/NSPS LAND TITLE SURVEY

NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

SURVEYOR'S CERTIFICATE

TO : FINCH CREEK TOWNHOMES LLC, INWEST TITLE SERVICES, NC., AND STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7A, 7B1, 8, 11B, 13, 14, 16, 18, AND 20 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 14 2022.

JUNE 3, 2026
DATE

TROY L TAYLOR - PLS
UTAH LICENSE NUMBER 6854112
ELEMENT LAND SURVEYING
2296 SOUTH 270 EAST
HEBER CITY UTAH 84032
801-657-8748
WWW.ELEMENTSURVEYING.COM
TROY@ELEMENTSURVEYING.COM

PROFESSIONAL LAND SURVEYOR
TROY LAYNE TAYLOR
#6854112
06/03/2026
STATE OF UTAH

SURVEYOR'S NARRATIVE

AT THE REQUEST OF THE CLIENT, THIS SURVEY REPRESENTS THE PERFORMANCE OF AN ALTA/NSPS LAND TITLE SURVEY IN CONFORMANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS OF ALTA/NSPS LAND TITLE SURVEYS AS ADOPTED THE AMERICAN LAND TITLE ASSOCIATION AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, 2026.

THE SUBJECT PROPERTY IS COMPRISED OF FOUR PARCELS OF LAND BEING SITUATED IN WASATCH COUNTY. WITH WASATCH COUNTY SERIAL NUMBERS 00-0021-2027, 00-0007-7847, 00-0021-2028, AND 00-0022-2247

TABLE "A" NOTES

1. MONUMENTS WERE PLACED OR FOUND AND EXCEPTED A SHOWN ON THIS SURVEY.
2. STREET ADDRESS IS APPROXIMATELY 3390 N HIGHWAY 40, HEBER CITY UTAH. AS SHOWN ON THE WASATCH COUNTY PARCEL ONLINE MAP
3. THE FLOOD ZONE CLASSIFICATION FOR THE PROPERTIES IS ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FIRM MAP FOR WASATCH COUNTY NUMBER 49051C0016E, PANEL 116 OF 775, HAVING AN EFFECTIVE DATE OF MARCH 15, 2012.
4. THE GROSS LAND AREA IS 11.17 ACRES.
5. VERTICAL RELIEF FOR THIS MAP IS BASED NAVD88 ELEVATIONS. WITH A BENCHMARK ELEVATION OF 5821.75 AT THE EAST 1/4 CORNER OF SECTION 19.

7A. EXTERIOR DIMENSIONS OF THE MAIN BUILDING AT GROUND LEVEL ARE AS SHOWN ON THIS MAP.
7B1. THE SQUARE FOOTAGE OF THE MAIN BUILDING IS 2265 SQ.FT.
8. NO SUBSTANTIAL FEATURES WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
11B. UTILITIES SHOWN ARE BASED ON VISIBLE OBSERVATION ONLY, NO UTILITY MARKINGS WERE WERE COORDINATED.
13. NAMES OF ADJOINING OWNERS ARE AS SHOWN ON THIS SURVEY.
14. THE DISTANCE TO THE NEAREST INTERSECTING STREET IS 860 FEET FROM THE NORTHWEST CORNER OF THE PROPERTY TO THE CENTER LINE OF MOULTON LANE.
16. NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK FOR THIS SURVEY.
18. ALL EASEMENTS THAT HAVE BEEN PROVIDED BY THE CLIENT IN THE TITLE REPORT ARE AS SHOWN ON THIS SURVEY.
20. NO POTENTIAL ENCROACHMENTS WERE OBSERVED IN THE PROCESS OF THE SURVYE.

TITLE REPORT SCHEDULE B, PART II EXCEPTIONS

THE EXCEPTIONS LISTED ON SCHEDULE B PART II OF THE TITLE INSURANCE POLICY AS PROVIDED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 2400104-2, COMMITMENT DATE JULY 11, 2025 AT 8:00 A.M. (PERTAINING TO PARCEL 00-0022-2247)

16. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY.
17. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY. (SAME AS #16)

THE EXCEPTIONS LISTED ON SCHEDULE B PART II OF THE TITLE INSURANCE POLICY AS PROVIDED BY INWEST TITLE SERVICES, INC, ORDER NUMBER 290572,, COMMITMENT DATE OCTOBER 14, 2021 AT 6:00 P.M. (PERTAINING TO PARCELS 00-0021-2027, 00-0007-7847, & 00-0021-2028)

9. & 10. PERPETUAL EASEMENT FOR UDOT CONSTRUCTION OF IRRIGATION FACILITIES AND APPURTENANT PARTS INCIDENT THE WIDENING OF HIGHWAY STATE ROUTE 40, EASEMENT EXPIRES UPON THE COMPLETION OF THE CONSTRUCTION OF SAID PROJECT OR 5 YEARS AFTER THE DATE OF THE EXECUTION OF THE INSTRUMENT. (NOT PLOTTED)
11. PERPETUAL EASEMENT FOR UDOT CONSTRUCTION OF IRRIGATION DITCHES, ACCESS ROADS, CUT AND/OR FILL SLOPES AND APPURTENANT PARTS. LOCATED IN THE SOUTHWEST AREA OF THE PROPERTY (DESCRIPTION PLOTS OUTSIDE OF PROPERTY BOUNDARY)
12. CANAL EASEMENT FOR THE TIMPANOGOS CANAL EFFECTING THE EASTERLY BOUNDARY OF THE PROPERTY.
13. TERMINATION OF TEMPORARY EASEMENT USED DURING THE CONSTRUCTION OF THE TIMPANOGOS CANAL (NOT PLOTTED)
14. CANAL EASEMENT FOR THE TIMPANOGOS CANAL EFFECTING THE EASTERLY BOUNDARY OF THE PROPERTY.
15. NOTICE OF INTEREST FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14
16. NOTICE OF LOCATION OF EASEMENT FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14
17. ASSIGNMENT OF NOTICE OF LOCATION OF EASEMENT FOR WASATCH COUNTY SPECIAL SERVICE AREA NO. 1. EASEMENT LATER RECORDED AND IS THE SAME AS ITEM #14.
18. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY.
19. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE WEST SIDE OF THE PROPERTY. (SAME AS #18)
20. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE NORTHWEST SIDE OF THE PROPERTY.
21. EASEMENT & RIGHT OF WAY FOR HEBER LIGHT & POWER, EFFECTING THE NORTHWEST SIDE OF THE PROPERTY.

BOUNDARY DESCRIPTION

PARCEL DESCRIPTIONS AS SHOWN IN THE TITLE REPORT BY INWEST TITLE SERVICES COMMITMENT NUMBER 290572

PARCEL 1: (PARCEL NO.: 00-0007-7847/SERIAL NO.: OWC-0537-0-019-035) ADDRESS: 3390 N HWY 40, HEBER CITY, UT 84032
COMMENCING AT A POINT HAVING STATE PLANE RECTANGULAR COORDINATES OF X:2022919.84 AND Y:806794.95 (BASED ON THE CONFORMAL PROJECTION, UTAH CENTRAL ZONE); SAID POINT ALSO BEING SOUTH 935.47 FEET AND EAST 1646.19 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 87°18'04" WEST 515.93 FEET; THENCE NORTH 28°34'26" WEST 129.47 FEET; THENCE NORTH 64°00' EAST 50.0 FEET; THENCE NORTH 18°56'24" WEST 153.68 FEET; THENCE NORTH 68°25'30" EAST 492.04 FEET; THENCE SOUTH 49°00'48" EAST 30.21 FEET; THENCE SOUTH 32°32'13" EAST 96.2 FEET; THENCE SOUTH 52°35'46" WEST 139.24 FEET; THENCE SOUTH 32°30'37" EAST 298.9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY;

ALL THAT PORTION OF THE THOMAS W. AND PAULA P. ANDERSON PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION NINETEEN (19), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, SALT LAKE BASE AND MERIDIAN, INCLUDED WITHIN A STRIP OF LAND TWENTY-FIVE (25.00) FEET WIDE, TWENTY-FIVE (25.00) FEET RIGHT OR WESTERLY FROM THE CENTER LINE OF THE WASATCH CANAL, FROM STATION 97+22 TO 98+44: BEGINNING AT A POINT IN THE CENTERLINE OF THE WASATCH CANAL (STATION 97+22), AS SAID CENTERLINE IS DEPICTED ON THE ATTACHED EXHIBIT A (ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF), WHICH POINT IS FOUR HUNDRED SEVENTY-SIX AND SEVENTY-NINE HUNDREDTHS (476.79) FEET SOUTH AND ELEVEN HUNDRED AND FIFTY-SIX HUNDREDTHS (1100.56) FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976); THENCE SOUTHEASTERLY SIXTY-FOUR AND TWENTY-FOUR HUNDREDTHS (64.24) FEET ALONG THE ARC OF A ONE HUNDRED FORTY (140.00) FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 39°17'21" EAST SIXTY-THREE AND SIXTY-EIGHT HUNDREDTHS (63.68) FEET) TO THE POINT OF REVERSE CURVATURE OF A ONE HUNDRED SEVENTY-TWO AND FIFTY-FIVE HUNDREDTHS (172.55) FOOT RADIUS CURVE; THENCE SOUTHEASTERLY FIFTY-EIGHT AND FIFTY HUNDREDTHS (58.50) FEET ALONG THE ARC OF SAID CURVE TO A POINT (STATION 98+44) ONE THOUSAND TWENTY-SIX AND FOURTEEN HUNDREDTHS (1026.14) FEET WEST AND FIVE HUNDRED SEVENTY-THREE AND TWENTY-SIX HUNDREDTHS (573.26) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION NINETEEN (19) (BRASS CAP SET 1976).

EXCEPTING THE PORTION THAT LIES WITHIN THE HALL FAMILY PARTNERSHIP TRACT, (ENTRY NO. 185608, RECORDED MARCH 21, 1996, IN BOOK 318, AT PAGE 410, WASATCH COUNTY, UTAH).

THE SIDE BOUNDARIES OF SAID STRIP ARE TO BE SHORTENED OR EXTENDED SO AS TO BEGIN ON SAID NORTHERLY BOUNDARY LINE AND END ON SAID SOUTHERLY BOUNDARY LINE OF SAID PROPERTY BOUNDARY.

SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 2: (PARCEL NO.: 00-0021-2027/ SERIAL NO.: OWC-0539-5-019-035) ADDRESS: NONE ASSIGNED
BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING. SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL 3: (PARCEL NO.: 00-0021-2028/ SERIAL NO.: OWC-0539-6-019-035) ADDRESS: NONE ASSIGNED
BEGINNING AT A POINT BEING SOUTH 00°30'30" EAST 1085.37 FEET AND SOUTH 89°53'52" WEST 669.21 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'52" WEST, A DISTANCE OF 466.63 FEET; THENCE SOUTH 42°04'20" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON THE NORTHWEST SIDELINE OF STATE HIGHWAY 40; THENCE NORTH 31°21'37" WEST, ALONG SAID SIDELINE, A DISTANCE OF 402.47 FEET; THENCE NORTH 87°13'09" EAST, A DISTANCE OF 520.38 FEET; THENCE NORTH 32°30'59" WEST, A DISTANCE OF 298.91 FEET; THENCE NORTH 52°35'58" EAST, A DISTANCE OF 139.08 FEET; THENCE NORTH 32°24'17" WEST, A DISTANCE OF 96.36 FEET; THENCE NORTH 49°02'11" WEST, A DISTANCE OF 30.17 FEET; THENCE SOUTH 68°24'44" WEST 515.30 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF SAID HIGHWAY 40; THENCE NORTH 24°49'56" WEST, ALONG SAID SIDELINE A DISTANCE OF 150.48 FEET; THENCE NORTH 69°59'05" EAST, A DISTANCE OF 399.34 FEET; THENCE SOUTH 70°20'17" EAST, A DISTANCE OF 104.96 FEET TO THE CENTER LINE OF WASATCH CANAL; THENCE ALONG THE CENTER LINE OF SAID WASATCH CANAL THE FOLLOWING NINE (9) COURSES; (1) SOUTH 62°37'14" EAST 78.81 FEET; (2) SOUTH 39°53'29" EAST 132.39 FEET; (3) SOUTH 55°57'44" EAST 111.02 FEET; (4) SOUTH 43°39'59" EAST 56.24 FEET; (5) SOUTH 32°00'02" EAST 23.20 FEET; (6) SOUTH 20°24'36" EAST 117.27 FEET; (7) SOUTH 41°35'39" EAST 119.93 FEET; (8) SOUTH 24°37'46" EAST 140.91 FEET; (9) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING. SITUATE IN WASATCH COUNTY, STATE OF UTAH.

PARCEL DESCRIPTIONS AS SHOWN IN THE TITLE REPORT BY STEWART TITLE GUARANTY COMPANY COMMITMENT NUMBER 2400104-2

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40; SAID POINT OF BEGINNING BEING ON A POINT OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30" EAST; THENCE 310.64 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 03°23'04", WITH A CHORD BEARING AND DISTANCE OF N 26°20'58" W 310.59 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N69°59'44"E 47.73 FEET; THENCE S24°49'58"E 150.13 FEET; THENCE N68°41'35"E 24.24 FEET; THENCE S18°56'53"E 154.68 FEET; THENCE S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, SAID POINT BEING SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 63°59'24' EAST 4.39 FEET; THENCE SOUTH 28°34'26" EAST 130.38 FEET; THENCE SOUTH 87°13'09" WEST 4.87 FEET; THENCE NORTH 28°34'26" WEST 128.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 00°30'00" EAST FROM THE FOUND WASATCH COUNTY 1976 ASPEN MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 19 TO THE FOUND WASATCH COUNTY ALUMINUM CAP AND PIPE MARKING THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

AS SURVEYED OVERALL BOUNDARY

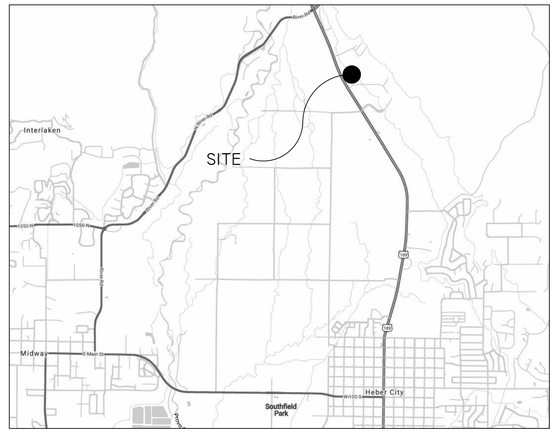
BEGINNING AT A POINT LOCATED SOUTH 00°30'00" EAST ALONG THE SECTION LINE 1087.19 FEET AND WEST 670.37 FEET FROM THE FOUND WASATCH COUNTY 1976 BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'28" WEST 465.33 FEET ALONG A FENCE LINE; THENCE SOUTH 42°04'20" WEST 263.72 FEET ALONG A FENCE TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE NORTH 31°21'37" WEST 402.47 FEET ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTH 87°13'09" EAST 4.87 FEET; THENCE NORTH 28°34'26" WEST 130.38 FEET; THENCE NORTH 64°00'00" EAST 2.27 FEET; THENCE ALONG THE ARC OF A 5258.78 FOOT RADIUS CURVE TO THE RIGHT 309.58 FEET (CHORD BEARS NORTH 26°20'37" WEST 309.54 FEET); THENCE NORTH 69°49'27" EAST 68.59 FEET; THENCE NORTH 69°59'05" EAST 399.34 FEET ALONG A FENCE TO THE CENTER LINE OF THE WASATCH CANAL; THENCE ALONG SAID CENTER LINE THE FOLLOWING 10 (TEN) CALLS: 1) SOUTH 70°20'17" EAST 104.96 FEET, 2) SOUTH 62°37'14" EAST 78.81 FEET, 3) SOUTH 39°53'29" EAST 132.39 FEET, 4) SOUTH 55°57'44" EAST 111.02 FEET, 5) SOUTH 43°39'59" EAST 56.24 FEET, 6) SOUTH 32°00'02" EAST 23.20 FEET, 7) SOUTH 20°24'36" EAST 117.27 FEET, 8) SOUTH 41°35'39" EAST 119.93 FEET, 9) SOUTH 24°37'46" EAST 140.91 FEET, AND 10) SOUTH 33°44'06" EAST 85.31 FEET TO THE POINT OF BEGINNING.

AREA = 11.17ACRES

NOTES

1. THE AS SURVEYED BOUNDARY IS THE OVERALL BOUNDARY OF THE PARCELS LISTED IN THE TWO TITLE REPORTS.
2. THE EASTERLY BOUNDARY CALLS FOR AND MOSTLY FOLLOWS THE CENTER LINE OF THE WASATCH CANAL. EASEMENTS FOR THE CANAL WERE FOUND ON FILE AND OF RECORD AT THE WASATCH COUNTY RECORDERS OFFICE AND ARE AS SHOWN ON THIS SURVEY.
3. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON NAVD88 ELEVATIONS.

VICINITY MAP



ELEMENT
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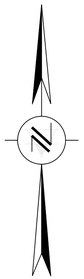
ALTA/NSPS SURVEY
WASATCH COUNTY, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SEC 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

PREPARED FOR: FINCH CREEK TOWNHOMES LLC

PROJECT: FINCH CREEK ALTA

PROJECT NO. 26-04-135

SHEET 1 OF 2



SYMBOL LEGEND

- SURVEY BOUNDARY
- ADJOINING PARCEL LINE
- CANAL EASEMENT
- 5700 EXISTING CONTOURS
- S EXISTING SEWER LINE
- X EXISTING FIELD FENCE
- O EXISTING CHAINLINK FENCE
- SET REBAR WITH CAP (AS NOTED ON DRAWING)
- FOUND REBAR WITH CAP (AS NOTED ON DRAWING)
- FOUND REBAR (AS NOTED ON DRAWING)
- FOUND T-POST (AS NOTED ON DRAWING)
- FOUND UDOT RIGHT OF WAY MARKER (AS NOTED ON DRAWING)
- FOUND SECTION CORNERS (AS NOTED ON DRAWING)

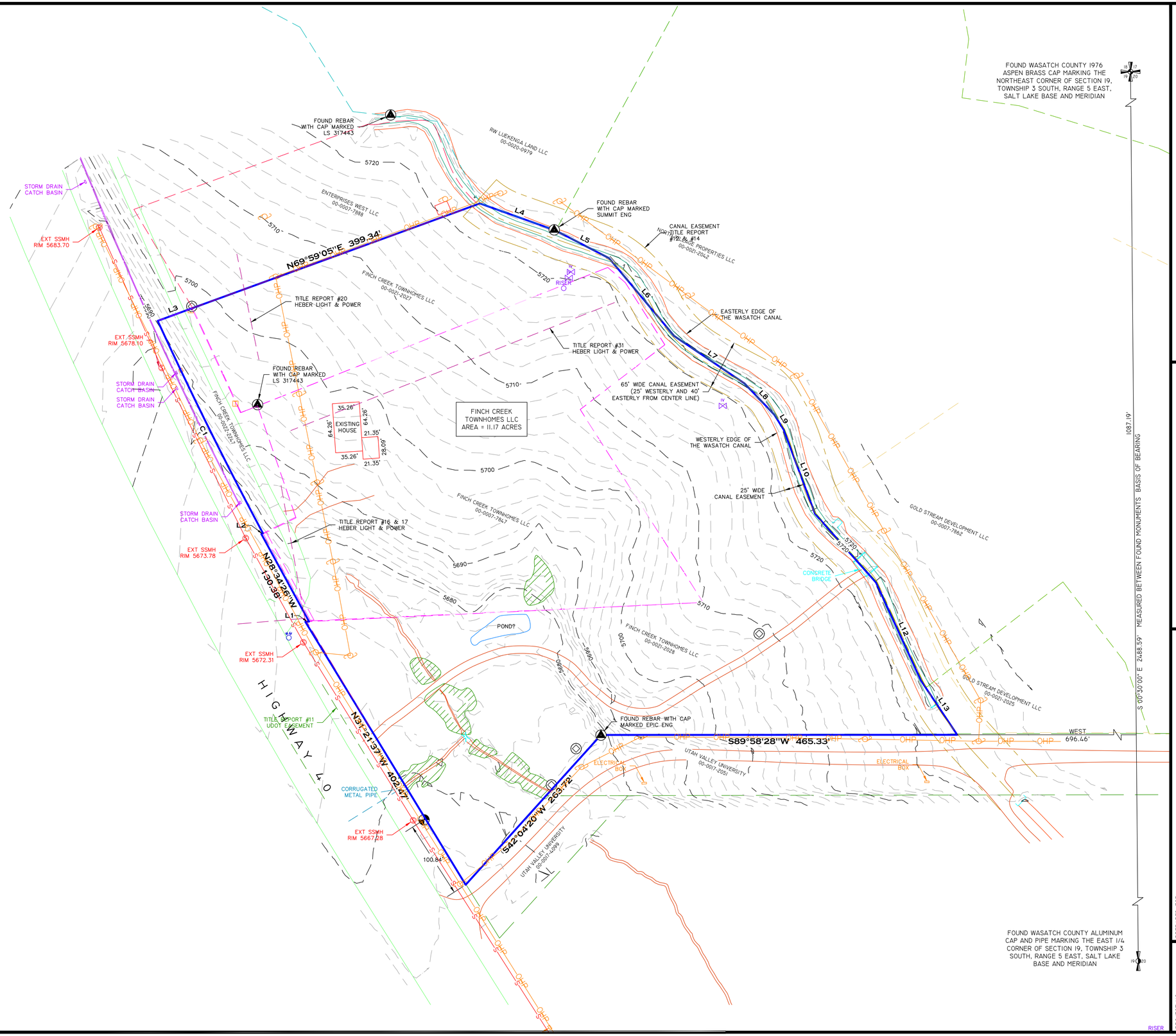
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	309.58'	5258.78'	3°22'23"	309.54'	N26°20'37"W	154.84'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	4.87'	N87°13'09"E
L2	2.27'	N64°00'00"E
L3	48.59'	N69°49'27"E
L4	104.96'	S70°20'17"E
L5	78.81'	S62°37'14"E
L6	132.39'	S39°53'29"E
L7	111.02'	S55°57'44"E
L8	56.24'	S43°39'59"E
L9	23.20'	S32°00'02"E
L10	117.27'	S20°24'36"E
L11	119.93'	S41°35'39"E
L12	140.91'	S24°37'46"E
L13	85.31'	S33°44'06"E

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



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ALTA/NSPS SURVEY

WASATCH COUNTY

LOCATED IN THE NORTHEAST 1/4 OF SEC 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

PREPARED FOR: FINCH CREEK TOWNHOMES LLC

PROJECT: FINCH CREEK ALTA

PROJECT NO. 26-04-135

SHEET 2 OF 2

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Ordinance 2026-23, amending the Wildland Urban Interface Map
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Devleopment

SUMMARY

The proposed is to expand the Wildland Urban Interface area from the Wasatch Canal to Hwy 40, from Coyote Canyon Blvd, North. This will require new development to comply with the Wildland Urban Interface principle and requirements designed to mitigate impacts of fires.

RECOMMENDATION

The Planning Commission forwarded a positive recommendation of the amendment. Staff is recommending council approve the amendment with the findings in the conclusion of this report.

BACKGROUND

The Wildland Urban Interface is a fire code that places additional restriction on buildings and development to mitigate risk of fire or spreading of fire in areas where urban development meets wildlands. Some of these restrictions may include a fire break, spark arrestors on chimneys, building and roofing materials, landscaping setbacks from the structure. The WUI code is a building code and is adopted as part of Title 15. The adopted code is attached for your reference.

The City currently has a this area (WUI) defined as properties east of Valley Hills Blvd and the Wasatch Canal (lower canal in North Village). The proposal is to include all land east of Hwy 40 starting at Coyote Canyon Parkway and going north.

DISCUSSION

Process

As this is a land use item, the City Council is the approving authority, but requires a public hearing and recommendation from the Planning Commission. The Planning Commission held a public hearing on September 08, 2026 and forwarded a positive recommendation. This item is now before the City Council for aproval

Although this is administered as a Land Use Item, this proposal does not change any uses, lot sizes, setbacks, or other development standards from the underlying zone.

FISCAL IMPACT

N/A

CONCLUSION

The proposed is to expand the Wildland Urban Interface area from the Wasatch Canal to Hwy 40, from Coyote Canyon Blvd, North. This will require new development to comply with the Wildland Urban Interface principle and requirements designed to mitigate impacts of fires. Staff is recommending the Council approve the amendment with the following findings:

Findings

1. The Planning Commission held a public hearing on September 8, 2026.
2. The Planning Commission forwarded a positive recommendation on September 8, 2026.
3. The proposed change is consistent with the General Plan.

ALTERNATIVES

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

POTENTIAL MOTIONS

Approval - Staff Recommended Option

I move to **approve Ordinance 2026-23, amending the Wildland Urban Interface zone** as presented, with the findings in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2026-23 Wildland Urban Interface Map Amendment
2. 2026 WUI
3. 2018-37.Adopt Wildland-Urban Interface Code

ORDINANCE NO. 2026-23

AN ORDINANCE AMENDING THE WILDLAND URBAN INTERFACE MAP.

WHEREAS, The City is seeing significant growth near Wildland areas.

WHEREAS, The City finds it in the best interest of the public to expand the Wildland Urban Interface area to reduce fire risk.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Wildland Urban Interface Map is AMENDED, as described in Exhibit A.

This Ordinance shall take effect immediately upon passage.

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

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
Morgan Murdock	_____	_____	_____	_____

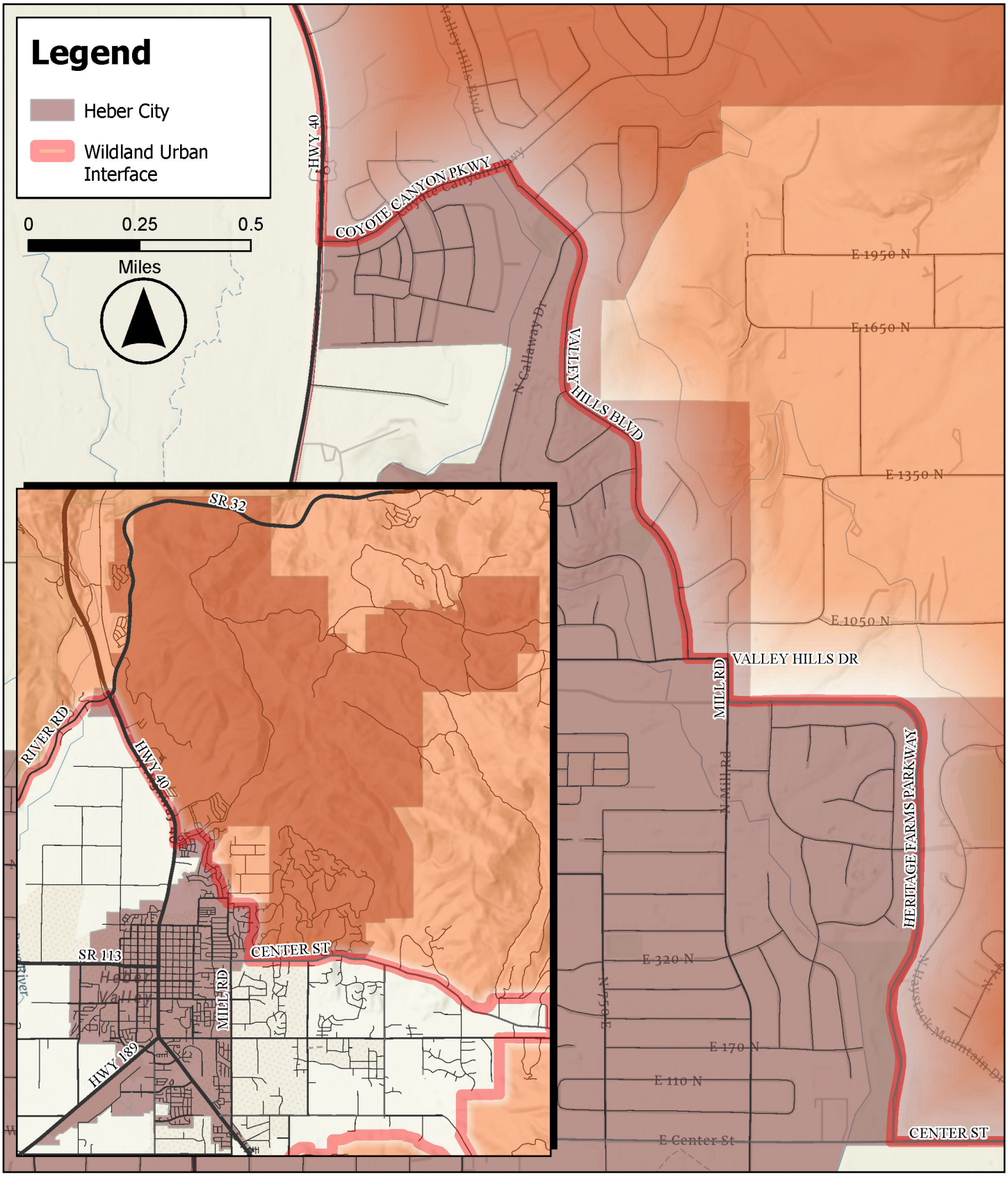
APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

Exhibit A



HEART OF THE WASATCH BACK
HEBER CITY
EST 1889

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

Wildland Urban Interface

Heber City, Utah
Revision Date: March 24, 2026

ORDINANCE NO. 2018-37

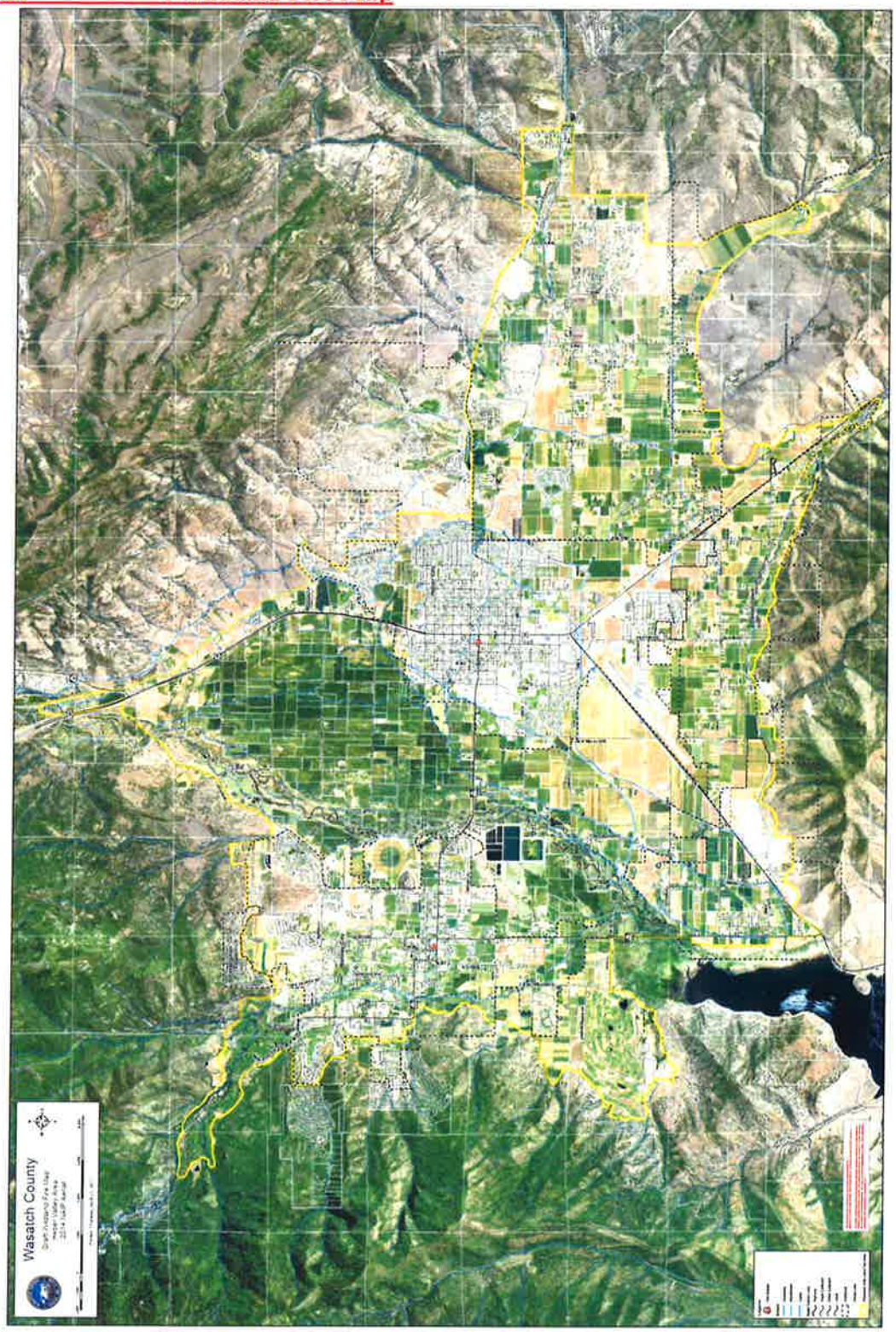
AN ORDINANCE ADOPTING THE WILDLAND-URBAN INTERFACE CODE.

BE IT ORDAINED by the City Council of Heber City, Utah, Section 15.04.010 is AMENDED as follows.

15.04.010 Adopted Codes

A. Pursuant to Utah Administrative Code R-156-15A-401 and State Code 15A-12-103, Heber City adopts by reference the State Construction Code as currently adopted, amended and mandated by the State of Utah.
B. The 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings, promulgated by the International Code Council (ICC), is adopted herein by reference.
C. Pursuant to State Construction and Fire Codes Act 15A-5-101, Heber City adopts by reference the Fire Code currently adopted, amended and mandated by the State of Utah.
D. Heber City adopts the 2006 Utah Wildland-Urban Interface Code.
    1. The 2006 Utah Wildland-Urban Interface Code shall be effective within the area identified by the Wasatch County Fire Marshall as a Wildland Fire Area as illustrated in Section 15.04.010 D.
    2. Appendix C. Fire Hazard Severity Form, of the 2006 Utah Wildland-Urban Interface Code, is amended as shown in Section 15.04.010 E.

Section 15.04.050 D. Wildland Fire Map



Section 15.04.050 E. Appendix C: Fire Hazard Severity Form

Item	Possible Points	Subtotal
A. Subdivision Design Points		
1. Ingress/Egress		
Two or more paved primary roads	0	
Two or more unpaved primary roads	1	
One road	10	
One-lane road in, one-lane road out	15	
2. Width of Primary Road		
24 feet or more	0	
20 feet or more	1	
Less than 20 feet	5	
3. Accessibility		
Road grade 5% or less	0	
Road grade 5-10%	5	
Road grade greater than 10%	10	
4. Secondary Road Terminus		
Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater	0	
Cul-de-sac turnaround	5	
Dead-end roads 200 feet or less in length	8	
Dead-end roads greater than 200 feet in length	10	
5. Street Signs		
Approved and Present	0	
Present but unapproved	3	
Not present	5	
B. Vegetation (IUWIC Definitions)		
1. Fuel Types		
Surface		
Lawn/noncombustible	1	
Grass/short brush	5	
Scattered dead/down woody material	10	
Abundant dead/down woody material	15	
Overstory		
Deciduous trees (except tall brush)	3	
Mixed deciduous trees and tall brush	10	
Clumped/scattered conifers and/or tall brush	15	
Contiguous conifer and/or tall brush	20	

Item	Possible Points	Subtotal
2. Defensible Space		
70% or more of lots completed	1	
30% to 70% of lots completed	10	
Less than 30% of lots completed	20	
C. Topography		
Located on flat, base of hill, or setback at crest of hill	1	
On slope with 0-20% grade	5	
On slope with 21-30% grade	10	
On slope with 31% grade or greater	15	
At crest of hill with unmitigated vegetation below	20	
D. Roofing Material		
Class A Fire Rated	1	
Class B Fire Rated	5	
Class C Fire Rated	10	
Nonrated	20	
E. Fire Protection—Water Source		
1,000 GPM hydrant within 250 feet or fire sprinkled building	0	
500 GPM hydrant within 1,000 feet	1	
Hydrant farther than 1,000 feet or draft site	5	
Water source 20 min. or less, round trip	10	
Water source farther than 20 min., and 45 min. or less, round trip	15	
Water source farther than 45 min., round trip	20	
F. Siding and Decking		
Noncombustible siding/deck	1	
Combustible siding/no deck	5	
Noncombustible siding/combustible deck	10	
Combustible siding and deck	15	
G . Utilities (gas and/or electric)		
All underground utilities	1	
One underground, one aboveground	3	
All aboveground	5	
TOTAL:		
Total for Subdivision		
Moderate Hazard	**50-75**	
High Hazard	**76-100**	
Extreme Hazard	**101+**	

This Ordinance shall take effect upon its adoption and be in force when the City Manager, along with the Building Department, jointly determine there is adequate staff to enforce the Ordinance.

ADOPTED and PASSED by the City Council of Heber City, Utah this 19th day of July, 2018, by the following vote:

	AYE	NAY
Council Member Jeffery M. Bradshaw	X	
Council Member Heidi Franco	X	
Council Member Jeffrey Smith	X	
Council Member Ronald R. Crittenden	X	
Council Member Wayne Hardman	X	

APPROVED:

Kelleen L. Potter

Mayor Kelleen L. Potter

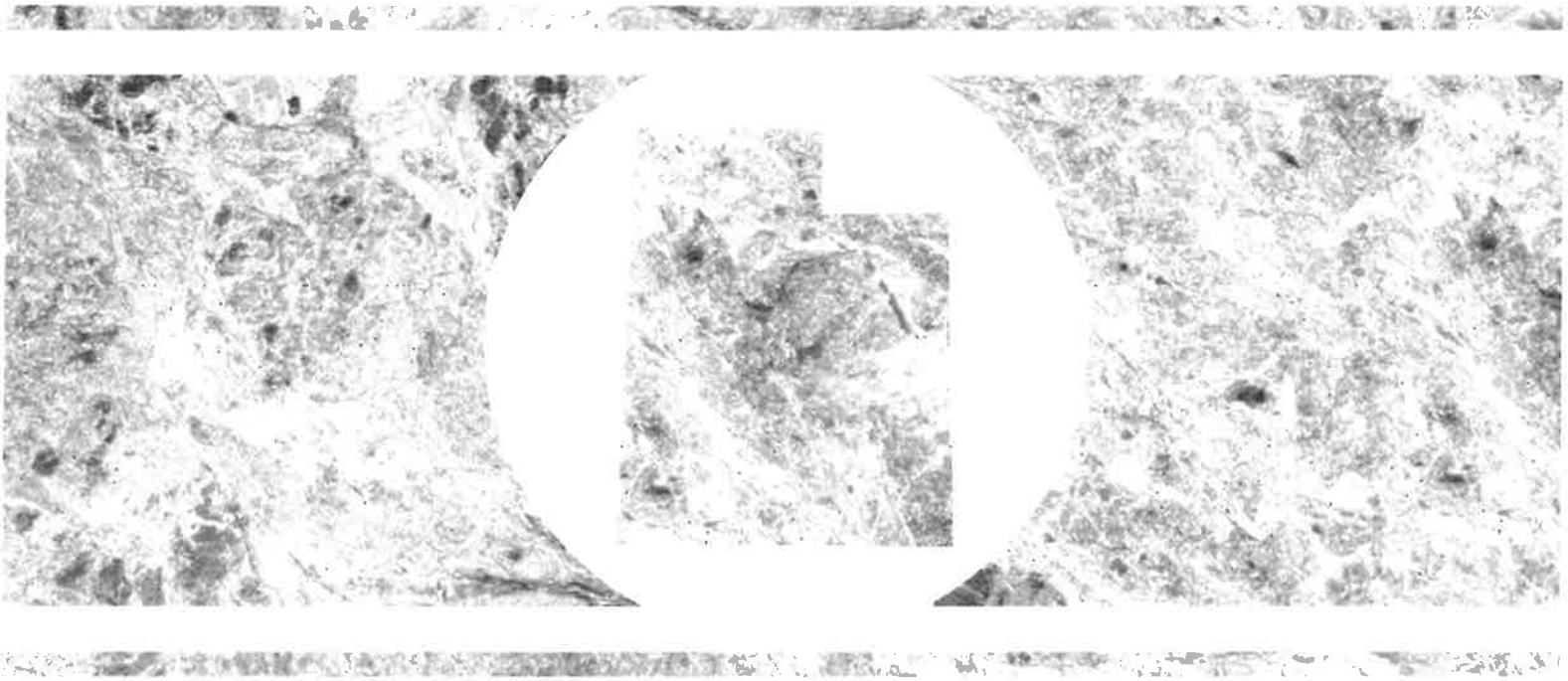
HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

ATTEST:

Amy Ubridge Date: 7-19-18

RECORDER

2006 UTAH WILDLAND-URBAN INTERFACE CODE



INTERNATIONAL CODE COUNCIL®

2006 Utah Wildland-Urban Interface Code

First Printing: July 2006
Second Printing: October 2006
Third Printing: March 2007
Fourth Printing: February 2008
Fifth Printing: June 2008

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PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date code addressing the mitigation of fire in the urban-wildland interface. The *International Wildland-Urban Interface Code*™, in this 2003 edition, is designed to bridge the gap between enforcement of the *International Building Code*® and *International Fire Code*® by mitigating the hazard of wildfires through model code regulations, which safeguard the public health and safety in all communities, large and small.

This comprehensive urban-wildland interface code establishes minimum regulations for land use and the built environment in designated urban-wildland interface areas using prescriptive and performance-related provisions. It is founded on data collected from tests and fire incidents, technical reports and mitigation strategies from around the world. This 2003 edition is fully compatible with all the *International Codes*™ ("I-Codes" ™) published by the International Code Council® (ICC®), including the *International Building Code*®, *ICC Electrical Code*™, *International Energy Conservation Code*®, *International Existing Builiding Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *ICC Performance Code*™, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Property Maintenance Code*®, *International Residential Code*® and *International Zoning Code*®.

The *International Wildland-Urban Interface Code* provisions provide many benefits, including the model code development process, which offers an international forum for fire safety professionals to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

This is the first edition of the *International Wildland-Urban Interface Code* (2003) and is the culmination of an effort initiated in 2001 by the ICC and the three statutory members of the International Code Council: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The intent was to draft a comprehensive set of regulations for mitigating the hazard to life and property from the intrusion of fire from wildland exposures and fire from adjacent structures, and preventing structure fires from spreading to wildland fuels. Technical content of the 2000 *Wildland- Urban Interface Code*, published by the International Fire Code Institute, was utilized as the basis for the development, followed by the publication of the 2001 Final Draft. This 2003 edition is based on the Final Draft, with changes approved in the 2002 ICC Code Development Process. A new edition such as this is promulgated every three years.

With the development and publication of the family of *International Codes* in 2000, the continued development and maintenance of the model codes individually promulgated by BOCA ("BOCA National Codes"), ICBO ("Uniform Codes") and SBCCI ("Standard Codes") was discontinued. The 2003 *International Codes,* as well as their predecessors—the 2000 *International Codes*—are intended to be the successor set of codes to those codes previously developed by BOCA, ICBO and SBCCI.

The development of a single family of comprehensive and coordinated *International Codes* was a significant milestone in the development of regulations for the built environment. The timing of this publication mirrors a milestone in the change in structure of the model codes, namely, the pending consolidation of BOCA, ICBO and SBCCI into the ICC. The activities and services previously provided by the individual model code organizations will be the responsibility of the consolidated ICC.

This code is founded on principles intended to mitigate the hazard from fires through the development of provisions that adequately protect public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Wildland-Urban Interface Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings establishing the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page *v* addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Wildland-Urban Interface Code* is kept up-to-date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Code and Standard Development Department of the International Code Council.

Although the development procedure of the *International Wildland-Urban Interface Code* assures the highest degree of care, ICC and the founding members of ICC—BOCA, ICBO and SBCCI—their members and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions, because ICC and its founding members do not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Authority

The Division is required to establish minimum standards for a wildland fire ordinance and specify minimum standards for wildland fire training, certification and wildland fire suppression equipment in accordance with subsections 65A-8-6(3)(a) and 65A-8-6(3)(b). This requirement is promulgated under general rule-making authority of subsection 65A-1-4(2).

ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2003 *International Wildland-Urban Interface Code* as an enforceable regulation for the mitigation of fire in the urban-wildland interface should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Minimum Standards for Wildland Fire Ordinance

The division uses the *International Wildland-Urban Interface Code* as a basis for establishing the minimum standards discussed in this document. A county ordinance that at least meets the minimum standards should be in place by September 2006.

The Division incorporates by reference the 2003 *International Code Council Wildland-Urban Interface Code* as the minimum standard for wildland fire ordinance in conjunction with Utah requirements.

SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL WILDLAND-URBAN INTERFACE CODE*

ORDINANCE NO._____

An ordinance of the **[JURISDICTION]** adopting the 2003 edition of the *International Wildland-Urban Interface Code* as currently amended by the division of Forestry, Fire and State Lands, regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels in the **[JURISDICTION]**; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. _____ of the **[JURISDICTION]** and all other ordinances and parts of the ordinances in conflict therewith.

The **[GOVERNING BODY]** of the **[JURISDICTION]** does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the **[TITLE OF JURISDICTION'S KEEPER OF RECORDS]** of **[NAME OF JURISDICTION]**, being marked and designated as the *International Wildland-Urban Interface Code*, 2003 edition, including Appendix Chapters **[FILL IN THE APPENDIX CHAPTERS BEING ADOPTED]**, as published by the International Code Council, be and is hereby adopted as the Urban-Wildland Interface Code of the **[JURISDICTION]**, in the State of **[STATE NAME]** for regulating and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Urban-Wildland Interface Code on file in the office of the **[JURISDICTION]** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: **[NAME OF JURISDICTION]**

Section 3. That Ordinance No. _____ of **[JURISDICTION]** entitled **[FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION]** and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The **[GOVERNING BODY]** hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the *Wildland-Urban Interface Code* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this ordinance to be published. (An additional provision may be required to direct the number of times the ordinance is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

Section 8. Specific boundaries of natural or man-made features of wildland-urban interface areas shall be as shown on the wildland area interface map. The legal description of such areas is as described as follows: [INSERT LEGAL DESCRIPTION]

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CHAPTER 1

ADMINISTRATION

SECTION 101
GENERAL

101.1 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises within the urban-wildland interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2 Objective. The objective of this code is to establish minimum regulations consistent with nationally recognized good practice for the safeguarding of life and property. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

The development and use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire-protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

101.3 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code, to conditions which, in the opinion of the code official, constitute a distinct hazard to life or property.

101.4 Additions or alterations. Additions or alterations may be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive. See Section 601.1 and Appendix A.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.5 Maintenance. All buildings, structures, landscape materials, vegetation, defensible space or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102
AUTHORITY OF THE CODE OFFICIAL

102.1 Powers and duties of the code official. The code official is hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the jurisdiction pertaining to designated wildland-urban interface areas. For such purposes, the code official shall have the powers of a law enforcement officer.

102.2 Interpretations, rules and regulations. The code official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance to the intent and purpose of this code.

A copy of such rules and regulations shall be filed with the clerk of the jurisdiction and shall be in effect immediately thereafter. Additional copies shall be available for distribution to the public.

102.3 Liability of the code official. The code official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the code official or employee because of such act or omission performed by the code official or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction. The code enforcement agency or its parent jurisdiction shall not be held as assuming any liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

102.4 Other agencies. When requested to do so by the code official, other officials of this jurisdiction shall assist and coop-

erate with the code official in the discharge of the duties required by this code.

SECTION 103
COMPLIANCE ALTERNATIVES

103.1 Practical difficulties. When there are practical difficulties involved in carrying out the provisions of this code, the code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special individual reason makes enforcement of the strict letter of this code impractical, the modification is in conformance to the intent and purpose of this code, and the modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered into the files of the code enforcement agency.

If the code official determines that difficult terrain, danger of erosion or other unusual circumstances make strict compliance with the vegetation control provisions of the code detrimental to safety or impractical, enforcement thereof may be suspended, provided that reasonable alternative measures are taken.

103.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the code official, the code official is authorized to require the owner or the person in possession or control of the building or premises to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the code official and the owner and shall analyze the fire safety of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management for purposes of establishing fire hazard severity to recommend necessary changes.

103.3 Alternative materials or methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the *International Building Code*.

The code official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

SECTION 104
APPEALS

104.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals consisting of five members who are qualified by experience and training to pass judgment on pertinent matters. The code official, building official and fire chief shall be ex officio members, and the code official shall act as secretary of the board. The board of appeals shall be appointed by the legislative body and shall hold office at their discretion. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render decisions and findings in writing to the code official, with a duplicate copy to the applicant.

104.2 Limitations of authority. The board of appeals shall not have authority relative to interpretation of the administrative provisions of this code and shall not have authority to waive requirements of this code.

SECTION 105
PERMITS

105.1 General. When not otherwise provided in the requirements of the building or fire code, permits are required in accordance with Section 105.

105.2 Permits required. Unless otherwise exempted, no building or structure regulated by this code shall be erected, constructed, altered, repaired, moved, removed, converted or demolished unless a separate permit for each building or structure has first been obtained from the code official.

When required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within an wildland-urban interface area:

1. Automobile wrecking yard;
2. Candles and open flames in assembly areas;
3. Explosives or blasting agents;
4. Fireworks;
5. Flammable or combustible liquids;
6. Hazardous materials;
7. Liquefied petroleum gases;
8. Lumberyards;
9. Motor vehicle fuel-dispensing stations;
10. Open burning;
11. Pyrotechnical special effects material;
12. Tents, canopies and temporary membrane structures;
13. Tire storage;
14. Welding and cutting operations; or
15. Other activities as determined by the code official.

105.3 Work exempt from permit. Unless otherwise provided in the requirements of the building or fire code, a permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m^2) and

the structure is located more than 50 feet (15 240 mm) from the nearest adjacent structure.

2. Fences not over 6 feet (1829 mm) high.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

The code official is authorized to stipulate conditions for permits. Permits shall not be issued when public safety would be at risk, as determined by the code official.

105.4 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Section 106 of this code.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as may be required by the code official.

105.5 Permit approval. Before a permit is issued, the code official, or an authorized representative, shall review and approve all permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from all agencies or departments concerned.

105.6 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the code official is allowed to issue a permit to the applicant.

When the code official issues the permit, the code official shall endorse in writing or stamp the plans and specifications APPROVED. Such approved plans and specifications shall not be changed, modified or altered without authorization from the code official, and all work regulated by this code shall be done in accordance with the approved plans.

105.7 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

105.8 Expiration. Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The code official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.9 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the code official or other authorized representative.

105.10 Revocation of permits. Permits issued under this code may be suspended or revoked when it is determined by the code official that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. When the permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The code official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106
PLANS AND SPECIFICATIONS

106.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in at least two sets with each application for a permit. When such plans are not prepared by an architect or engineer, the code official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a li-

censed architect or engineer. The code official may require plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state to practice as such even if not required by state law.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

106.2 Information on plans and specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

106.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.

106.4 Vegetation management plans. When utilized by the permit applicant pursuant to Section 502, vegetation management plans shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit. See Appendix B.

106.5 Fire protection plan. When required by the code official pursuant to Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

106.6 Other data and substantiation. When required by the code official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

106.7 Vicinity plan. In addition to the requirements for site plans, plans shall include details regarding the vicinity within 300 feet (91 440 mm) of property lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

106.8 Retention of plans. One set of approved plans, specifications and computations shall be retained by the code official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building, use or work at all times during which the work authorized thereby is in progress.

SECTION 107
INSPECTION AND ENFORCEMENT

107.1 Inspection.

107.1.1 General. All construction or work for which a permit is required by this code shall be subject to inspection by the code official and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the code official.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

A survey of the lot may be required by the code official to verify that the mitigation features are provided and the building or structure is located in accordance with the approved plans.

107.1.2 Authority to inspect. The code official shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the code official for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

107.1.3 Reinspections. To determine compliance with this code, the code official may cause a structure to be reinspected. A fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the code official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. When reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

107.2 Enforcement.

107.2.1 Authorization to issue corrective orders and notices. When the code official finds any building or premises that are in violation of this code, the code official is authorized to issue corrective orders and notices.

107.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

107.3 Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in any building or on any premises any condition that makes such building or premises unsafe, the code official is authorized to enter such building or premises at all reasonable times to inspect the same or to perform any duty authorized by this code, provided that if such building or premises is occupied, the code official shall first present proper credentials and request entry; and if such building or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

If such entry is refused, the code official shall have recourse to every remedy provided by law to secure entry. Owners, occupants or any other persons having charge, care or control of any building or premises, shall, after proper request is made as herein provided, promptly permit entry therein by the code official for the purpose of inspection and examination pursuant to this code.

107.4 Compliance with orders and notices.

107.4.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, such corrective orders or notices shall be complied with by the owner.

107.4.2 Compliance with tags. A building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section 107.4.1.

107.4.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the code official shall not be mutilated, destroyed or removed without authorization by the code official.

107.4.4 Citations. Persons operating or maintaining an occupancy, premises or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the code official shall be guilty of a misdemeanor.

107.4.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

SECTION 108
CERTIFICATE OF COMPLETION

No building, structure or premises shall be used or occupied, and no change in the existing occupancy classification of a building, structure, premise or portion thereof shall be made until the code official has issued a certificate of completion therefor as provided herein. The certificate of occupancy shall not be issued until the certificate of completion indicating that the project is in compliance with this code has been issued by the code official.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other pertinent laws and ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other laws or ordinances of the jurisdiction shall not be valid.

CHAPTER 2

DEFINITIONS

SECTION 201
GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other *International Codes*, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202
DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

APPROVED. Approval by the code official as the result of review, investigation or tests conducted by the code official or by reason of accepted principles or tests by national authorities, or technical or scientific organizations.

BRUSH, SHORT. Low-growing species that reach heights of 1 to 3 feet. Sagebrush, snowberry and rabbitbrush are some varieties.

BRUSH, TALL. Arbor-like varieties of brush species and/or short varieties of broad-leaf trees that grow in compact groups or clumps. These groups or clumps reach heights of 4 to 20 feet. In Utah, this includes primary varieties of oak, maples, chokecherry, serviceberry and mahogany, but may also include other species.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the *International Building Code,* or the building official's duly authorized representative.

CERTIFICATE OF COMPLETION. Written documentation that the project or work for which a permit was issued has been completed in conformance with requirements of this code.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the code official's authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

DRIVEWAY. A vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or more than five dwelling units.

FIRE AREA. The floor area, in square feet (square meters), used to determine the adequate water supply.

FIRE CHIEF. The chief officer or the chief officer's authorized representative of the fire department serving the jurisdiction.

FIRE PROTECTION PLAN. A document prepared for a specific project or development proposed for the wildland-urban interface area. It describes ways to minimize and mitigate the fire problems created by the project or development, with the purpose of reducing impact on the community's fire protection delivery system.

FIRE WEATHER. Weather conditions favorable to the ignition and rapid spread of fire. In wildfires, this generally includes high temperatures combined with strong winds and low humidity.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the wildland-urban interface area.

FLAME SPREAD RATING. As used herein refers to rating obtained according to tests conducted as specified by a nationally recognized standard.

FUEL BREAK. An area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

FUEL, HEAVY. Vegetation consisting of round wood 3 inches (76 mm) or larger in diameter. The amount of fuel (vegetation) would be 6 tons per acre or greater.

FUEL, LIGHT. Vegetation consisting of herbaceous and round wood less than $^1/_4$ inch (6.4 mm) in diameter. The amount of fuel (vegetation) would be $^1/_2$ ton to 2 tons per acre.

FUEL, MEDIUM. Vegetation consisting of round wood $^1/_4$ to 3 inches (6.4mm to 76 mm) in diameter. The amount of fuel (vegetation) would be 2 to 6 tons per acre.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

FUEL MOSAIC. A fuel modification system that provides for the creation of islands and irregular boundaries to reduce the visual and ecological impact of fuel modification.

FUEL-LOADING. The oven-dry weight of fuels in a given area, usually expressed in pounds per acre (lb/a) (kg/ha). Fuel loading may be referenced to fuel size or timelag categories, and may include surface fuels or total fuels.

GREENBELT. A fuel break designated for a use other than fire protection.

HAZARDOUS MATERIALS. As defined in the *International Fire Code*.

HEAVY TIMBER CONSTRUCTION. As described in the *International Building Code*.

INSURANCE SERVICES OFFICE (ISO). An agency that recommends fire insurance rates based on a grading schedule that incorporates evaluation of fire fighting resources and capabilities.

LEGISLATIVE BODY. The governing body of the political jurisdiction administering this code.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152 mm).

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire. Any material conforming to ASTM E 136 shall be considered noncombustible within the meaning of this section.
2. Material having a structural base of noncombustible material as defined in Item 1 above, with a surfacing material not over $^1/_8$ inch (3.2 mm) thick, which has a flame-spread rating of 50 or less. Flame-spread rating as used herein refers to rating obtained according to tests conducted as specified in ASTM E 84.

"Noncombustible" does not apply to surface finish materials. Material required to be noncombustible for reduced clearances to flues, heating appliances or other sources of high temperature shall refer to material conforming to Item 1. No material shall be classed as noncombustible that is subject to increase in combustibility or flame-spread rating, beyond the limits herein established, through the effects of age, moisture or other atmospheric condition.

NONCOMBUSTIBLE ROOF COVERING. One of the following:

1. Cement shingles or sheets.
2. Exposed concrete slab roof.
3. Ferrous or copper shingles or sheets.
4. Slate shingles.
5. Clay or concrete roofing tile.
6. Approved roof covering of noncombustible material.

SLOPE. The variation of terrain from the horizontal; the number of feet (meters) rise or fall per 100 feet (30 480 mm) measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

UNENCLOSED ACCESSORY STRUCTURE. An accessory structure without a complete exterior wall system enclosing the area under roof or floor above.

WILDFIRE. An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

WILDLAND. An area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities.

WILDLAND URBAN INTERFACE. The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

CHAPTER 3

WILDLAND-URBAN INTERFACE AREAS

SECTION 301
WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

301.1 Declaration. The legislative body shall declare the wildland-urban interface areas within the jurisdiction. The urban-wildland interface areas shall be based on the maps created in accordance with Section 301.

301.2 Mapping. In cooperation, the code official and the Division of Forestry, Fire and State Lands (FFSL) wildfire representative (per participating agreement between county and FFSL) will create or review Wildland-Urban Interface Area maps, to be recorded and filed with the clerk of the jurisdiction. These areas shall become effective immediately thereafter.

301.3 Review of wildland-urban interface areas. The code official and the FFSL wildfire representative shall reevaluate and recommend modification to the wildland-urban interface areas in accordance with Section 301.1 on a three-year basis or more frequently as deemed necessary by the legislative body.

CHAPTER 4

WILDLAND-URBAN INTERFACE AREA REQUIREMENTS

SECTION 401
GENERAL

401.1 Scope. Wildland-urban interface areas shall be provided with emergency vehicle access and water supply in accordance with this chapter.

401.2 Objective. The objective of this chapter is to establish the minimum requirements for emergency vehicle access and water supply for buildings and structures located in the wildland-urban interface areas.

401.3 General safety precautions. General safety precautions shall be in accordance with this chapter. See also Appendix A.

SECTION 402
APPLICABILITY

402.1 Subdivisions.

402.1.1 Access. New subdivisions, as determined by this jurisdiction, shall be provided with fire apparatus access roads in accordance with the *International Fire Code* and access requirements in accordance with Section 403.

402.1.2 Water supply. New subdivisions as determined by this jurisdiction shall be provided with water supply in accordance with Section 404.

402.2 Individual structures.

402.2.1 Access. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with fire apparatus access in accordance with the *International Fire Code* and driveways in accordance with Section 403.2. Marking of fire protection equipment shall be provided in accordance with Section 403.5 and address markers shall be provided in accordance with Section 403.6.

402.2.2 Water supply. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m^2).

SECTION 403
ACCESS

403.1 Restricted access. Where emergency vehicle access is restricted because of secured access roads or driveways or where immediate access is necessary for life-saving or fire-fighting purposes, the code official is authorized to require a key box to be installed in an accessible location. The key box shall be of a type approved by the code official and shall contain keys to gain necessary access as required by the code official.

403.2 Driveways. Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet (45 720 mm) from a fire apparatus access road. Driveways shall provide a minimum unobstructed width of 12 feet (3658 mm) and a minimum unobstructed height of 13 feet 6 inches (4115 mm). Driveways in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60 960 mm) in length and less than 20 feet (6096 mm) in width shall be provided with turnouts in addition to turnarounds.

A driveway shall not serve in excess of five dwelling units.

Driveway turnarounds shall have inside turning radii of not less than 30 feet (9144 mm) and outside turning radii of not less than 45 feet (13 716 mm). Driveways that connect with a road or roads at more than one point may be considered as having a turnaround if all changes of direction meet the radii requirements for driveway turnarounds.

Driveway turnouts shall be an all-weather road surface at least 10 feet (3048 mm) wide and 30 feet (9144 mm) long. Driveway turnouts shall be located as required by the code official.

Vehicle load limits shall be posted at both entrances to bridges on driveways and private roads. Design loads for bridges shall be established by the code official.

403.3 Fire apparatus access road. When required, fire apparatus access roads shall be all-weather roads with a minimum width of 20 feet (6096 mm) and a clear height of 13 feet 6 inches (4115 mm); shall be designed to accommodate the loads and turning radii for fire apparatus; and have a gradient negotiable by the specific fire apparatus normally used at that location within the jurisdiction. Dead-end roads in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds as approved by the code official. An all-weather road surface shall be any surface material acceptable to the code official that would normally allow the passage of emergency service vehicles to protect structures and wildlands within the jurisdiction.

403.4 Marking of roads. Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof or both.

All road identification signs and supports shall be of noncombustible materials. Signs shall have minimum 4-inch-high (102 mm) reflective letters with $^1/_2$ inch (12.7 mm) stroke on a contrasting 6-inch-high (152 mm) sign. Road identification signage shall be mounted at a height of 7 feet (2134 mm) from the road surface to the bottom of the sign.

403.5 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner approved by the code official to prevent obstruction.

403.6 Address markers. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

403.7 Grade. The gradient for fire apparatus access roads and driveways shall not exceed the maximum approved by the code official. It will be up to the code official to ascertain the standard based on local fire equipment grade not to exceed 12 percent.

SECTION 404
WATER SUPPLY

404.1 General. When provided in order to qualify as a conforming water supply for the purpose of Table 503.1, an approved water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the wildland-urban interface area of the jurisdiction in accordance with this section.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be approved by the code official. The distance shall be measured along an unobstructed line of travel.

Water sources shall comply with the following:

1. Man-made water sources shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. This water source shall be equipped with an approved hydrant. The water level of the water source shall be maintained by rainfall, water pumped from a well, water hauled by a tanker, or by seasonal high water of a stream or river. The design, construction, location, water level maintenance, access, and access maintenance of man-made water sources shall be approved by the code official.
2. Natural water sources shall have a minimum annual water level or flow sufficient to meet the adequate water supply needs in accordance with Section 404.5. This water level or flow shall not be rendered unusable because of freezing. This water source shall have an approved draft site with an approved hydrant. Adequate water flow and rights for access to the water source shall be ensured in a form acceptable to the code official.

404.3 Draft sites. Approved draft sites shall be provided at all natural water sources intended for use as fire protection for compliance with this code. The design, construction, location, access and access maintenance of draft sites shall be approved by the code official.

The pumper access point shall be either an emergency vehicle access area alongside a conforming access road or an approved driveway no longer than 150 feet (45 720 mm). Pumper access points and access driveways shall be designed and constructed in accordance with all codes and ordinances enforced by this jurisdiction. Pumper access points shall not require the pumper apparatus to obstruct a road or driveway.

404.4 Hydrants. All hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official.

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control by the local jurisdiction. NFPA 1142 may be used as a reference.

404.6 Fire department. The water system required by this code can only be considered conforming for purposes of determining the level of ignition-resistant construction (see Table 503.1).

404.7 Obstructions. Access to all water sources required by this code shall be unobstructed at all times. The code official shall not be deterred or hindered from gaining immediate access to water source equipment, fire protection equipment or hydrants.

404.8 Identification. Water sources, draft sites, hydrants and fire protection equipment shall be clearly identified in a manner approved by the code official to identify location and to prevent obstruction by parking and other obstructions.

404.9 Testing and maintenance. Water sources, draft sites, hydrants and other fire protection equipment required by this code shall be subject to periodic tests as required by the code official. Code official shall establish a periodic testing schedule. Costs are to be covered by the water provider. All such equipment installed under the provisions of this code shall be maintained in an operative condition at all times and shall be repaired or replaced where defective. Additions, repairs, alterations and servicing of such fire protection equipment and resources shall be in accordance with approved standards. Mains and appurtenances shall be installed in accordance with NFPA 24. Water tanks for private fire protection shall be installed in accordance with NFPA 22. The costs are to be covered by the water provider.

404.10 Reliability.

404.10.1 Objective. The objective of this section is to increase the reliability of water supplies by reducing the exposure of vegetative fuels to electrically powered systems.

404.10.2 Clearance of fuel. Defensible space shall be provided around water tank structures, water supply pumps and pump houses in accordance with Section 603.

404.10.3 Standby power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power supplied by power grid to meet adequate water supply demands shall provide functional standby power systems in accordance with the ICC *Electrical Code* to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours.

Exceptions: When approved by the code official, a standby power supply is not required where the primary power service to the stationary water supply facility is underground or there is an on-site generator.

SECTION 405
FIRE PROTECTION PLAN

405.1 Purpose. The plan is to provide a basis to determine overall compliance with this code, for determination of Ignition Resistant Construction (IRC) (see Table 503.1) and for determining the need for alternative materials and methods.

405.2 General. When required by the code official, a fire protection plan shall be prepared and approved prior to the first building permit issuance or subdivision approval.

405.3 Content. The plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

405.4 Cost. The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

405.5 Plan retention. The fire protection plan shall be retained by the code official.

CHAPTER 5

SPECIAL BUILDING CONSTRUCTION REGULATIONS

SECTION 501
GENERAL

501.1 Scope. Buildings and structures shall be constructed in accordance with the *International Building Code* and this code.

Exceptions:

1. Accessory structures not exceeding 120 square feet (11 m^2) in floor area when located at least 50 feet (15 240 mm) from buildings containing habitable spaces.
2. Agricultural buildings at least 50 feet (15 240 mm) from buildings containing habitable spaces.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical fire weather, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.

SECTION 502
FIRE HAZARD SEVERITY

The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into wildland-urban interface areas shall be established in accordance with Appendix C.

The fire hazard severity is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

SECTION 503
IGNITION-RESISTANT CONSTRUCTION

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Table 503.1. Class 1, Class 2 or Class 3 ignition-resistant construction shall be in accordance with Sections 504, 505 and 506, respectively.

SECTION 504
CLASS 1 IGNITION-RESISTANT CONSTRUCTION

504.1 General. Class 1 ignition-resistant construction shall be in accordance with Section 504.

504.2 Roof covering. Roofs shall have a Class A roof covering or a Class A roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

TABLE 503.1
IGNITION-RESISTANT CONSTRUCTION[a]

DEFENSIBLE SPACE[c]	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water Supply[b]		Water Supply[b]		Water Supply[b]	
	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]	Conforming[d]	Nonconforming[e]
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

a. Access shall be in accordance with Section 402.

b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.

IR 1 = Ignition-resistant construction in accordance with Section 504.

IR 2 = Ignition-resistant construction in accordance with Section 505.

IR 3 = Ignition-resistant construction in accordance with Section 506.

N.C. = Exterior walls shall have a fire-resistance rating of not less than 1-hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.

c. Conformance based on Section 603.

d. Conformance based on Section 404.

e. A nonconforming water supply is any water system or source that does not comply with Section 404, including situations where there is no water supply for structure protection or fire suppression.

504.3 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction. Fascias are required and must be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

504.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

504.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

504.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls in accordance with Section 504.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

504.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

504.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

504.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than $1\frac{3}{4}$ inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 504.8.

Exception: Vehicle access doors.

504.10 Vents. Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $\frac{1}{4}$ inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

504.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction or constructed with approved noncombustible materials on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 504.2 for roof requirements.

SECTION 505
CLASS 2 IGNITION-RESISTANT CONSTRUCTION

505.1 General. Class 2 ignition-resistant construction shall be in accordance with Section 505.

505.2 Roof covering. Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

505.3 Protection of eaves. Combustible eaves, fascias and soffits shall be enclosed with solid materials with a minimum thickness of $\frac{3}{4}$ inch (19 mm). No exposed rafter tails shall be permitted unless constructed of heavy timber materials.

505.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

505.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

505.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground, with exterior walls in accordance with Section 505.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

505.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-re-

sistance-rated construction, heavy timber construction or constructed with approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5.

505.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire-protection rating of not less than 20 minutes.

505.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than $1^3/_4$-inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 505.8.

Exception: Vehicle access doors.

505.10 Vents. Attic ventilation openings, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $^1/_4$ inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

505.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction, or constructed with approved noncombustible material on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5 or underfloor protection in accordance with Section 505.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 505.2 for roof requirements.

SECTION 506
CLASS 3 IGNITION-RESISTANT CONSTRUCTION

506.1 General. Class 3 ignition-resistant construction shall be in accordance with Section 506.

506.2 Roof covering. Roofs shall have at least a Class A roof covering, Class C roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

506.3 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

506.4 Vents. Attic ventilation openings, soffit vents, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m^2) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed $^1/_4$ inch (6.4 mm).

SECTION 507
REPLACEMENT OR REPAIR OF ROOF COVERINGS

The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with Section 503.

CHAPTER 6

FIRE PROTECTION REQUIREMENTS

SECTION 601
GENERAL

601.1 Scope. The provisions of this chapter establish general requirements for new and existing buildings, structures and premises located within wildland-urban interface areas.

601.2 Objective. The objective of this chapter is to establish minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

SECTION 602
AUTOMATIC FIRE SPRINKLER SYSTEMS
DELETED

SECTION 603
DEFENSIBLE SPACE

603.1 Objective. Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

603.2 Fuel modification. In order to qualify as a conforming defensible space for individual buildings or structures on a property, fuel modification shall be provided within a distance from buildings or structures as specified in Table 603.2. For all other purposes, the fuel modification distance shall not be less than 30 feet (9144 mm) or to the property line, whichever is less. Distances specified in Table 603.2 shall be measured on a horizontal plane from the perimeter or projection of the building or structure as shown in Figure 603.2. Distances specified in Table 603.2 may be modified by the code official because of a site-specific analysis based on local conditions and the fire protection plan.

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Trees are allowed within the defensible space, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

TABLE 603.2
REQUIRED DEFENSIBLE SPACE

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

603.3 Community fuel modification zones. Fuel modification zones to protect new communities shall be provided when required by the code official in accordance with Section 603, in order to reduce fuel loads adjacent to communities and structures.

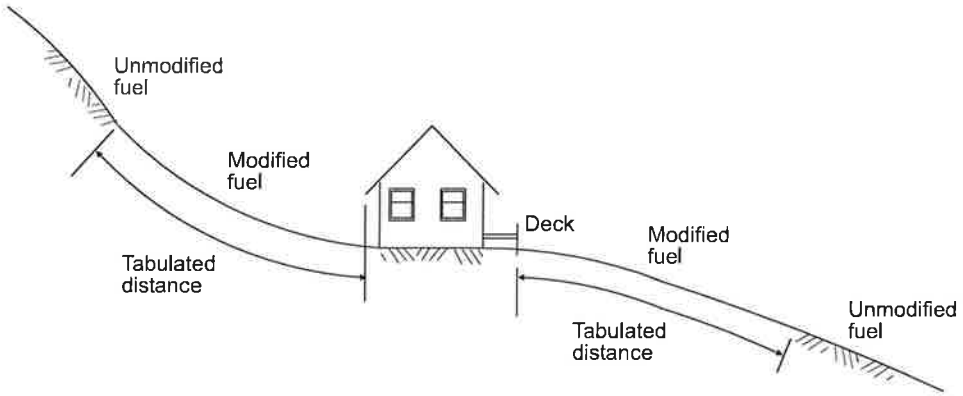


FIGURE 603.2
MEASUREMENTS OF FUEL MODIFICATION DISTANCE

603.3.1 Land ownership. Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership instrument for the life of the community to be protected.

603.3.2 Fuel modification zone plans. Fuel modification zone plans shall be approved prior to fuel modification work and shall be placed on a site grading plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Fuel modification zone plans shall include, but not be limited to the following:

1. Plan showing existing vegetation.
2. Photographs showing natural conditions prior to work being performed.
3. Grading plan showing location of proposed buildings and structures, and set backs from top of slope to all buildings or structures.

SECTION 604
MAINTENANCE OF DEFENSIBLE SPACE

604.1 General. Defensible spaces required by Section 603 shall be maintained annually, or as necessary in accordance with Section 604.

604.2 Modified area. Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 603, in such a manner as to provide a clear area for fire suppression operations.

604.3 Responsibility. Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfire-resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

604.4 Trees. Individual trees and/or small clumps of trees or brush crowns, extending to within 10 feet (3048 mm) of any structure, shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829 mm) above the ground surface adjacent to the trees.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

Deadwood and litter shall be regularly removed from trees.

SECTION 605
SPARK ARRESTERS

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding $^1/_2$ inch (12.7 mm).

The net free area of the spark arrester shall not be less than four times the net free area of the outlet of the chimney.

SECTION 606
LIQUEFIED PETROLEUM GAS INSTALLATIONS

606.1 General. The storage of LP-gas and the installation and maintenance of pertinent equipment shall be in accordance with the *International Fire Code* or, in the absence thereof, recognized standards.

606.2 Location of containers. LP-gas containers shall be located within the defensible space in accordance with the *Interational Fire Code*.

SECTION 607
STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard. See Appendix A.

APPENDIX A

GENERAL REQUIREMENTS (optional)

SECTION A101
GENERAL

A101.1 Scope. The provisions of this appendix establish general requirements applicable to new and existing properties located within urban-wildland interface areas.

A101.2 Objective. The objective of this appendix is to provide necessary fire-protection measures to reduce the threat of wildfire in an urban-wildland interface area and improve the capability of controlling such fires.

SECTION A102
VEGETATION CONTROL

A102.1 General. Vegetation control shall comply with this section.

A102.2 Clearance of brush or vegetative growth from roadways. The code official is authorized to require areas within 10 feet (3048 mm) on each side of portions of fire apparatus access roads and driveways to be cleared of nonfire-resistive vegetation growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

A102.3 Clearance of brush and vegetative growth from electrical transmission and distribution lines.

A102.3.1 General. Clearance of brush and vegetative growth from electrical transmission and distribution lines shall be in accordance with Section A102.3.

Exception: Section A102.3 does not authorize persons not having legal right of entry to enter on or damage the property of others without consent of the owner.

A102.3.2 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an approved program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 10 feet (3048 mm) in each direction from the outer circumference of such pole or tower during such periods of time as designated by the code official.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

A102.3.3 Electrical distribution and transmission line clearances.

A102.3.3.1 General. Clearances between vegetation and electrical lines shall be in accordance with Section A102.3.3.

A102.3.3.2 Trimming clearance. At the time of trimming, clearances not less than those established by Table A102.3.3.2 shall be provided. The radial clearances shown below are minimum clearances that shall be established, at time of trimming, between the vegetation and the energized conductors and associated live parts.

TABLE A102.3.3.2
MINIMUM CLEARANCES BETWEEN VEGETATION AND ELECTRICAL LINES AT TIME OF TRIMMING

LINE VOLTAGE	MINIMUM RADIAL CLEARANCE FROM CONDUCTOR (feet)
2,400-72,000	4
72,001-110,000	6
110,001-300,000	10
300,001 or more	15

For SI: 1 foot = 304.8 mm.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.2 when evidence substantiating such other clearances is submitted to and approved by the code official.

A102.3.3.3 Minimum clearance to be maintained. Clearances not less than those established by Table A102.3.3.3 shall be maintained during such periods of time as designated by the code official. The site-specific clearance achieved, at time of pruning, shall vary based on species growth rates, the utility company-specific trim cycle, the potential line sway due to wind, line sag due to electrical loading and ambient temperature and the tree's location in proximity to the high voltage lines.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.3 when evidence substantiating such other clearances is submitted to and approved by the code official.

TABLE A102.3.3.3
MINIMUM CLEARANCES BETWEEN VEGETATION AND ELECTRICAL LINES TO BE MAINTAINED

LINE VOLTAGE	MINIMUM CLEARANCE (inches)
750-35,000	6
35,001-60,000	12
60,001-115,000	19
115,001-230,000	30.5
230,001-500,000	115

For SI: 1 inch = 25.4 mm.

A102.3.3.4 Electrical power line emergencies. During emergencies, the utility shall perform the required work to the extent necessary to clear the hazard. An emergency

can include situations such as trees falling into power lines, or trees in violation of Table A102.3.3.3.

A102.4 Correction of condition. The code official is authorized to give notice to the owner of the property on which conditions regulated by Section A102 exist to correct such conditions. If the owner fails to correct such conditions, the legislative body of the jurisdiction is authorized to cause the same to be done and make the expense of such correction a lien on the property where such condition exists.

SECTION A103
ACCESS RESTRICTIONS

A103.1 Restricted entry to public lands. The code official is authorized to determine and publicly announce when urban-wildland interface areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of urban-wildland interface areas, except public roadways, inhabited areas or established trails and campsites that have not been closed during such time when the urban-wildland interface area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within urban-wildland interface areas and their invitees and guests going to or being on their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the Wildland Firefighting Service.

A103.2 Trespassing on posted private property.

A103.2.1 General. When the code official determines that a specific area within an urban-wildland interface area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be restricted or closed until changed conditions warrant termination of such restriction or closure. Such areas shall be posted in accordance with Section A103.2.2.

A103.2.2 Signs. Approved signs prohibiting entry by unauthorized persons and referring to this code shall be placed on every closed area.

A103.2.3 Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas; their guests or invitees; authorized persons engaged in the operation and maintenance of necessary utilities such as electrical power, gas, telephone, water and sewer; and local, state and federal public officers and their authorized agents acting in the course of duty.

A103.3 Use of fire roads and defensible space. Motorcycles, motor scooters and motor vehicles shall not be driven or parked on, and trespassing is prohibited on, fire roads or defensible space beyond the point where travel is restricted by a cable, gate or sign, without the permission of the property owners. Vehicles shall not be parked in a manner that obstructs the entrance to a fire road or defensible space.

Exception: Public officers acting within their scope of duty.

Radio and television aerials, guy wires thereto, and other obstructions shall not be installed or maintained on fire roads or defensible spaces, unless located 16 feet (4877 mm) or more above such fire road or defensible space.

A103.4 Use of motorcycles, motor scooters, ultralight aircraft and motor vehicles. Motorcycles, motor scooters, ultralight aircraft and motor vehicles shall not be operated within urban-wildland interface areas, without a permit by the code official, except on clearly established public or private roads. Permission from the property owner shall be presented when requesting a permit.

A103.5 Tampering with locks, barricades, signs and address markers. Locks, barricades, seals, cables, signs and address markers installed within urban-wildland interface areas, by or under the control of the code official, shall not be tampered with, mutilated, destroyed or removed.

Gates, doors, barriers and locks installed by or under the control of the code official shall not be unlocked.

SECTION A104
IGNITION SOURCE CONTROL

A104.1 General. Ignition sources shall be in accordance with Section A104.

A104.2 Objective. Regulations in this section are intended to provide the minimum requirements to prevent the occurrence of wildfires.

A104.3 Clearance from ignition sources. Clearance between ignition sources and grass, brush or other combustible materials shall be maintained a minimum of 30 feet (9144 mm).

A104.4 Smoking. When required by the code official, signs shall be posted stating NO SMOKING. No person shall smoke within 15 feet (4572 mm) of combustible materials or nonfire-resistive vegetation.

Exception: Places of habitation or in the boundaries of established smoking areas or campsites as designated by the code official.

A104.5 Equipment and devices generating heat, sparks or open flames. Equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles shall not be used in urban-wildland interface areas without a permit from the code official.

Exception: Use of approved equipment in habitated premises or designated campsites that are a minimum of 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered areas.

A104.6 Fireworks. Fireworks shall not be used or possessed in urban-wildland interface areas.

Exception: Fireworks allowed by the code official under permit in accordance with the *International Fire Code* when not prohibited by applicable local or state laws, ordinances and regulations.

The code official is authorized to seize, take, remove or cause to be removed fireworks in violation of this section.

A104.7 Outdoor fires.

A104.7.1 General. No person shall build, ignite or maintain any outdoor fire of any kind for any purpose in or on any urban-wildland interface area, except by the authority of a written permit from the code official.

Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from any combustible material or nonfire-resistive vegetation.

A104.7.2 Permits. Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or on hazardous fire areas under the following conditions:

1. When high winds are blowing,
2. When a person 17 years old or over is not present at all times to watch and tend such fire, or
3. When a public announcement is made that open burning is prohibited.

A104.7.3 Restrictions. No person shall use a permanent barbecue, portable barbecue, outdoor fireplace or grill for the disposal of rubbish, trash or combustible waste material.

A104.8 Incinerators, outdoor fireplaces, permanent barbecues and grills. Incinerators, outdoor fireplaces, permanent barbecues and grills shall not be built, installed or maintained in urban-wildland interface areas without approval of the code official.

Incinerators, outdoor fireplaces, permanent barbecues and grills shall be maintained in good repair and in a safe condition at all times. Openings in such appliances shall be provided with an approved spark arrestor, screen or door.

Exception: When approved by the code official, unprotected openings in barbecues and grills necessary for proper functioning.

A104.9 Reckless behavior. The code official is authorized to stop any actions of a person or persons if the official determines that the action is reckless and could result in an ignition of fire or spread of fire.

A104.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, shall grow within 10 feet (3048 mm) of the energized conductors.

SECTION A105
CONTROL OF STORAGE

A105.1 General. In addition to the requirements of the *International Fire Code*, storage and use of the materials shall be in accordance with Section A105.

A105.2 Hazardous materials. Hazardous materials in excess of 10 gallons (37.8 L) of liquid, 200 cubic feet (5.66 m^3) of gas, or 10 pounds (4.54 kg) of solids require a permit and shall comply with nationally recognized standards for storage and use.

A105.3 Explosives. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within urban-wildland interface areas, except by permit from the code official.

A105.4 Combustible materials.

A105.4.1 General. Outside storage of combustible materials such as, but not limited to, wood, rubber tires, building materials or paper products shall comply with the other applicable sections of this code and this section.

A105.4.2 Individual piles. Individual piles shall not exceed 5,000 square feet (465 m^2) of contiguous area. Piles shall not exceed 50,000 cubic feet (1416 m^3) in volume or 10 feet (3048 mm) in height.

A105.4.3 Separation. A clear space of at least 40 feet (12 192 mm) shall be provided between piles. The clear space shall not contain combustible material or nonfire-resistive vegetation.

SECTION A106
DUMPING

A106.1 Waste material. Waste material shall not be placed, deposited or dumped in urban-wildland interface areas, or in, on or along trails, roadways or highways or against structures in urban-wildland interface areas.

Exception: Approved public and approved private dumping areas.

A106.2 Ashes and coals. Ashes and coals shall not be placed, deposited or dumped in or on urban-wildland interface areas.

Exceptions:

1. In the hearth of an established fire pit, camp stove or fireplace.
2. In a noncombustible container with a tightfitting lid, which is kept or maintained in a safe location not less than 10 feet (3048 mm) from nonfire-resistive vegetation or structures.
3. Where such ashes or coals are buried and covered with 1 foot (305 mm) of mineral earth not less than 25 feet (7620 mm) from nonfire-resistive vegetation or structures.

SECTION A107
PROTECTION OF PUMPS AND WATER STORAGE FACILITIES

A107.1 General. The reliability of the water supply shall be in accordance with Section A107.

A107.2 Objective. The intent of this section is to increase the reliability of water storage and pumping facilities and to protect such systems against loss from intrusion by fire.

A107.3 Fuel modification area. Water storage and pumping facilities shall be provided with a defensible space of not less than 30 feet (9144 mm) clear of nonfire-resistive vegetation or growth around and adjacent to such facilities.

Persons owning, controlling, operating or maintaining water storage and pumping systems requiring this defensible

space are responsible for clearing and removing nonfire-resistive vegetation and maintaining the defensible space on the property owned, leased or controlled by said person.

A107.4 Trees. Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed.

A107.5 Protection of electrical power supplies. When electrical pumps are used to provide the required water supply, such pumps shall be connected to a standby power source to automatically maintain electrical power in the event of power loss. The standby power source shall be capable of providing power for a minimum of two hours in accordance with the ICC *Electrical Code*.

Exception: A standby power source is not required where the primary power service to pumps are underground as approved by the code official.

SECTION A108
LAND USE LIMITATIONS

A108.1 General. Temporary fairs, carnivals, public exhibitions and similar uses must comply with all other provisions of this code in addition to enhanced ingress and egress requirements.

A108.2 Objective. The increased public use of land or structures in urban-wildland interface areas also increases the potential threat to life safety. The provisions of this section are intended to reduce that threat.

A108.3 Permits. Temporary fairs, carnivals, public exhibitions or similar uses shall not be allowed in a designated urban-wildland interface area, except by permit from the code official.

Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property.

A108.4 Access roadways. In addition to the requirements in Section 403, access roadways shall be a minimum of 24 feet (7315 mm) wide and posted NO PARKING. Two access roadways shall be provided to serve the permitted use area.

When required by the code official to facilitate emergency operations, approved emergency vehicle operating areas shall be provided.

APPENDIX B

VEGETATION MANAGEMENT PLAN

Vegetation management plans shall be submitted to the code official for review and approval as part of the plans required for a permit. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
3. A plan for maintaining the proposed fuel-reduction measures.

To be considered a fuel modification for purposes of this code, continuous maintenance of the clearance is required.

UTAH FIRE RESISTIVE SPECIES

Adapted from "Utah Forest Facts: Firewise Plants for Utah Landscapes"
Utah State University Extension, 2002

Grasses

Agropyron cristatum (Crested Wheatgrass)
Agropyron smithii (Western Wheatgrass)
Buchloe dactyloides (Buffalograss)
Dactylis glomerata (Orchardgrass)
Festuca cinerea and other species (Blue Fescue)
Lolium species (Rye Grass)
Poa pratensis (Kentucky Bluegrass)
Poa secunda (Sandberg Bluegrass)

Herbaceous Perennials

Achillea clavennae (Silvery Yarrow)
Achillea filipendulina (Fernleaf Yarrow)
Achillea - other species & hybrids (Yarrow)*
Aquilegia - species & hybrids (Columbine)
Armeria maritime (Sea Pink, Sea Thrift)
Artemisia stelleriana (Beach Wormwood, Dusty Miller)
Artemisia - other species & hybrids (Various names)*
Bergenia – species & hybrids (Bergenia)
Centranthus rubber (Red Valerian, Jupiter's Beard)
Cerastium tomentosum (Snow-in-summer)
Coreopsis auriculata var. *Nana* (Dwarf Mouse Ear Coreopsis)
Coreopsis – other perennial species (Coreopsis)
Delosperma nubigenum (Hardy Ice Plant)
Dianthus plumarius & others (Pinks)
Erigeron hybrids (Fleabane)*
Gaillardia X grandiflora (Blanket Flower)
Geranium cinereum (Hardy Geranium)
Geranium sanguineum (Bloody Cranesbill, Bloodred Geranium)
Geranium species (Geranium)
Hemerocallis species (Daylily)
Heuchera sanguinea (Coral Bells, Alum Root)
Iberis sempervirens (Evergreen Candytuft)
Iris species & hybrids (Iris)
Kniphofia species & hybrids (Red-hot Poker)
Lavandula species (Lavender)
Leucanthemum X superbum (Shasta Daisy)
Limonium latifolium (Sea-lavender, Statice)
Linum species (Flax)
Liriope spicata (Lily-turf)
Lupinus species & hybrids (Lupine)*
Medicago sativus (Alfalfa)
Oenothera species (Primrose)
Papaver species (Poppy)
Penstemon species & hybrids (Penstemon)
Perovskia atriplicifolia (Russian Sage, Azure Sage)
Potentilla nepalensis (Nepal Cinquefoil)
Potentilla tridentata (Wineleaf Cinquefoil)
Potentilla verna (tabernaemontani) (Spring Cinquefoil; Creeping Potentilla)
Potentilla – other non-shrubby species & hybrids (Cinquefoil, Potentilla)*
Salvia species & hybrids (Salvia, Sage)*
Sedum species (Stonecrop, Sedum)
Sempervivum tectorum (Hen and Chicks)
Stachys byzantina (Lamb's Ear)
Yucca filamentosa (Yucca)

continued

Shrubs and Woody Vines

Atriplex species (Saltbush)
Ceanothus americanus (New Jersey Tea)
Ceanothus ovatus & others (Ceanothus)
Cistus species (Rock-rose)
Cotoneaster dammeri (Bearberry Cotoneaster)
Cotoneaster horizontalis (Rockspray or Rock Cotoneaster)
Cotoneaster – other compact species (Cotoneaster)
Hedera helix (English Ivy)
Lonicera species & hybrids (Honeysuckle)
Mahonia repens (Creeping Oregon Grape)
Parthenocissus quinquefolia (Virginia Creeper)
Prunus besseyi (Sand Cherry)
Purshia tridentata (Bitterbrush, Antelope Bitterbrush)
Pyracantha species (Firethorn, Pyracantha)
Rhamnus species (Buckthorn)
Rhus trilobata (Skunkbush Sumac)
Rhus – other species (Sumac)
Ribes species (Currant, Gooseberry)
Rosa rugosa & other hedge roses (Rugosa Rose)
Shepherdia canadensis (Russet Buffaloberry)
Syringa vulgare (Lilac)
Vinca major (Large Periwinkle)
Vinca minor (Dwarf Periwinkle, Common Periwinkle)

Trees

Acer species (Maple)
Betula species (Birch)
Cercis canadensis (Eastern Redbud)
Populus tremuloides (Quaking Aspen)
Populus – other species (Poplar, Cottonwood)
Salix species (Willow)

**** Plants or groups of plants marked with an asterisk (*) can become weedy in certain circumstances, and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.***

Note: Some of the listed plants may not be considered "water-wise" or drought-tolerant for arid climates.

See Amended Appendix C in Section 15.04.050 E.

APPENDIX C

FIRE HAZARD SEVERITY FORM

This appendix is to be used to determine the fire hazard severity.

A. Subdivision Design	Points
1. Ingress/Egress	
Two or more primary roads	1___
One road	10___
One-lane road in, one-lane road out	15___
2. Width of Primary Road	
20 feet or more	1___
Less than 20 feet	5___
3. Accessibility	
Road grade 5% or less	1___
Road grade 5-10%	5___
Road grade greater than 10%	10___
4. Secondary Road Terminus	
Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater	1___
Cul-de-sac turnaround	5___
Dead-end roads 200 feet or less in length	8___
Dead-end roads greater than 200 feet in length	10___
5. Street Signs	
Present but unapproved	3___
Not present	5___

B. Vegetation (IUWIC Definitions)	
1. Fuel Types	
Surface	
Lawn/noncombustible	1___
Grass/short brush	5___
Scattered dead/down woody material	10___
Abundant dead/down woody material	15___
Overstory	
Deciduous trees (except tall brush)	3___
Mixed deciduous trees and tall brush	10___
Clumped/scattered conifers and/or tall brush	15___
Contiguous conifer and/or tall brush	20___
2. Defensible Space	
70% or more of lots completed	1___
30% to 70% of lots completed	10___
Less than 30% of lots completed	20___

C. Topography	
Located on flat, base of hill, or setback at crest of hill	1___
On slope with 0-20% grade	5___
On slope with 21-30% grade	10___
On slope with 31% grade or greater	15___
At crest of hill with unmitigated vegetation below	20___

D. Roofing Material	
Class A Fire Rated	1___
Class B Fire Rated	5___
Class C Fire Rated	10___
Nonrated	20___

E. Fire Protection—Water Source	
500 GPM hydrant within 1,000 feet	1___
Hydrant farther than 1,000 feet or draft site	5___
Water source 20 min. or less, round trip	10___
Water source farther than 20 min., and 45 min. or less, round trip	15___
Water source farther than 45 min., round trip	20___

F. Siding and Decking	
Noncombustible siding/deck	1___
Combustible siding/no deck	5___
Noncombustible siding/combustible deck	10___
Combustible siding and deck	15___

G . Utilities (gas and/or electric)	
All underground utilities	1___
One underground, one aboveground	3___
All aboveground	5___

Total for Subdivision	
Moderate Hazard	50–75
High Hazard	76-100
Extreme Hazard	101+

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Heber City Council Staff Report

MEETING DATE:	10/6/2026
SUBJECT:	Resolution 2026-25 Amended Safety Incentive Bonus Program for Employees in High-Risk Positions
RESPONSIBLE:	Cherie Ashe
DEPARTMENT:	Human Resources
STRATEGIC RELEVANCE:	Promoting fair and equitable opportunity for partial restoration of safety bonuses for employees with a percentage of fault and/or cost of damage to city-owned assets.

SUMMARY

In 2025, the City Council approved a safety incentive bonus program for employees in high-risk positions. The policy outlines eligibility requirements for any employee involved in an accident. The incident is documented, reviewed, and investigated by the Safety Committee, which assigns fault and sets a cost threshold for damage. Based on the committee's findings, the employee may lose none, a percentage in 25% increments, or all of the annual safety bonus. This amendment allows the employee to restore a percentage if they complete additional safety training.

RECOMMENDATION

Allow the incremental percentages to be earned back at 50% of the assigned loss. For example, if an employee is 25% at fault, they can earn back 12.5% by completing additional training.

BACKGROUND

This is the first year Heber City will pay safety incentive bonuses to employees in high-risk positions who were involved in accidents, allowing them to re-earn a portion of the lost bonus.

DISCUSSION

The purpose of the Safety Incentive bonus program is to promote a safe environment free from hazards. For employees and their supervisors who have reported, described, and documented the incident, then had a post-accident drug test, and then explained the situation to the Safety Committee and received the findings, there should be some restoration of the safety bonus, provided additional training is completed.

FISCAL IMPACT

None - already in budget

CONCLUSION

Allowing an opportunity to reinstate part of the safety incentive bonus motivates post-accident employees to remain safe and engaged in the safety culture.

ALTERNATIVES

1. Approve as proposed

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.

ACCOUNTABILITY

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

EXHIBITS

1. Safety Committee Standards
2. 2026-25 Resolution Amended Safety Incentive Program

Safety Committee Standards

This document defines the responsibilities of Safety Committee members. The committee investigates employee incidents with fairness, respect, and dignity.

The Safety Committee meets regularly on the first Thursday of every month. This meeting reviews incidents the city experienced over the last month and aims to mitigate injuries to employees and the public. The committee reviews each case independently and makes an educated, fact-based decision on whether the employee was at fault.

The Safety Committee will meet with the employee to hear their side of the story, and the representative of the employee's division will research the facts of the case. The committee will review this information, then vote on how much of the bonus to remove from the employee. This is because 50% of the bonus relates to the employee's responsibility, and 50% is assigned to damages to the city.

Once the vote is taken and the committee agrees on a decision, it is the responsibility of the committee's representative for that division to inform the involved employee of the decision. The employee may then appeal the decision to the personnel committee. The personnel committee would then review the safety committee's decisions to ensure each case was handled correctly. The personnel committee has the final decision on that situation.

If the safety committee decides on an incident and assigns a percentage of fault, the employee can earn some of that percentage back. The employee will be assigned three additional trainings for the remainder of the bonus year, so instead of the three trainings all employees receive, involved employees would receive six trainings. If the involved employees complete those six trainings each quarter until the end of the bonus year, they will earn 50% back from the bonus removed. Below are the breakdowns for earning bonuses back.

Loss of **25%** of the bonus - can earn a max of **12.5%** of the bonus back.

Loss of **50%** of the bonus - can earn a max of **25%** of the bonus back.

Loss of **75%** of the bonus - can earn a max of **37.5%** of the bonus back.

Loss of **100%** of the bonus - Can earn a max of **50%** of the bonus back.

Earning back portions of the bonus applies only to the 50% of the bonus for the employee's fault, not the 50% of the bonus lost due to damage to city-owned equipment. The portion of the bonus for the loss of city-owned equipment cannot be regained by the employee.

RESOLUTION NO. 2026-25

A RESOLUTION ADOPTING AMENDED SAFETY INCENTIVE PROGRAM TO THE HEBER CITY PERSONNEL POLICY

WHEREAS, the Heber City Personnel Policy establishes policies and procedures for City employees;

WHEREAS, the Safety Committee supports an opportunity for eligible employees involved in an accident at work to complete more training to earn back a portion of the lost bonus;

WHEREAS, the proposed change offers more opportunity to learn and motivate staff who qualify for the safety incentive bonus;

WHEREAS, the City Council finds that the proposed additional training may constitute a portion of the reinstatement of the bonus.

NOW THEREFORE, BE IT RESOLVED by the City Council of Heber City, Utah, that the Heber City Council adopts the amended safety incentive bonus program.

This Resolution shall take effect and be in force beginning immediately after its adoption and publication.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this day of October, 2026. This Resolution shall become effective upon adoption and passage by the City Council.

HEBER CITY
A Utah Municipal Corporation

_____
Heidi Franco, Mayor

ATTEST:

_____
Andrew Conley, Deputy City Recorder

(city seal)

4887-4231-2063, v. 1

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Blue Sign Annexation, located at 2600 N Hwy 40
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Blue Sign LLC is requesting to Annex 4.26 acres of land for a development of townhomes and mixed-use commercial.

Policy Question:

1. Should the City Annex the proposed Blue Sign Annexation?
2. Does the Council agree with the proposed concept, including uses and density?

RECOMMENDATION

Staff is seeking feedback from the council on the proposal to prepare for a public hearing at a future council meeting.

BACKGROUND

Blue Sign LLC is seeking to annex 4.26 acres of land into the City. The property is located between Fitzgerald and The Highlands Developments.

The applicant met with the City Council on August 18, 2026 and received feedback. The council provided feedback on the following issues:

- Mixed feedback on commercial
- No drive through between building and Hwy 40 if there is commercial
- Hwy 40 Trail and buffer
- Identify the Green Springs, could this be added to the New London Springs park?

The applicant have provided 4 new concepts for the Council to Review, as follows:

1. Revised town home and commercial concept
2. Replaced commercial with apartments

3. All Town Homes
4. All Apartments



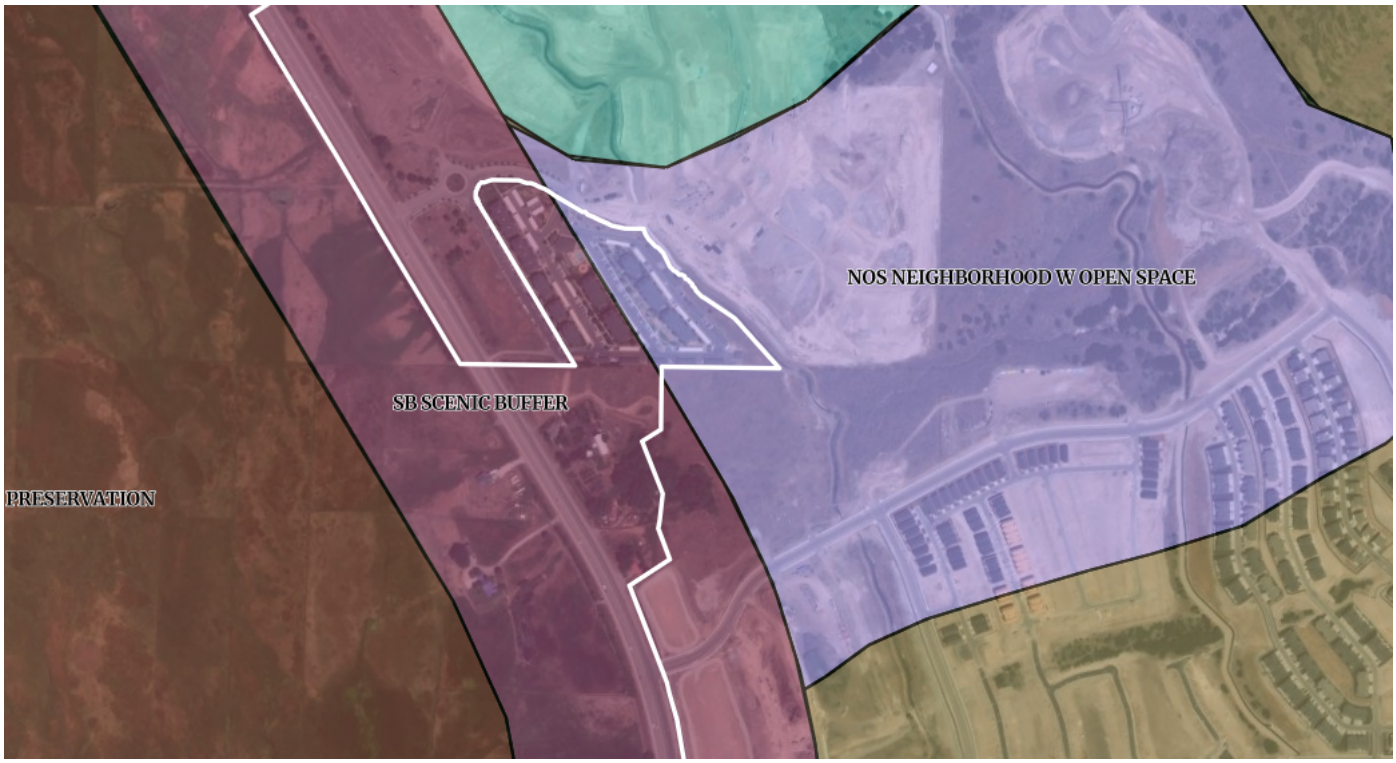
DISCUSSION

Process:
Annexation Steps

- 30-day certification process - **Complete**
- 30-day protest period - **Complete**
- Review and recommendation by the Planning Commission - **Complete**
- Public hearing at City Council - **Next**
- Decision by City Council

General Plan and Zoning
The General Plan does include this area and designates it as Neighborhoods with Open Space. This

area is within the Annexation Policy Plan boundary.

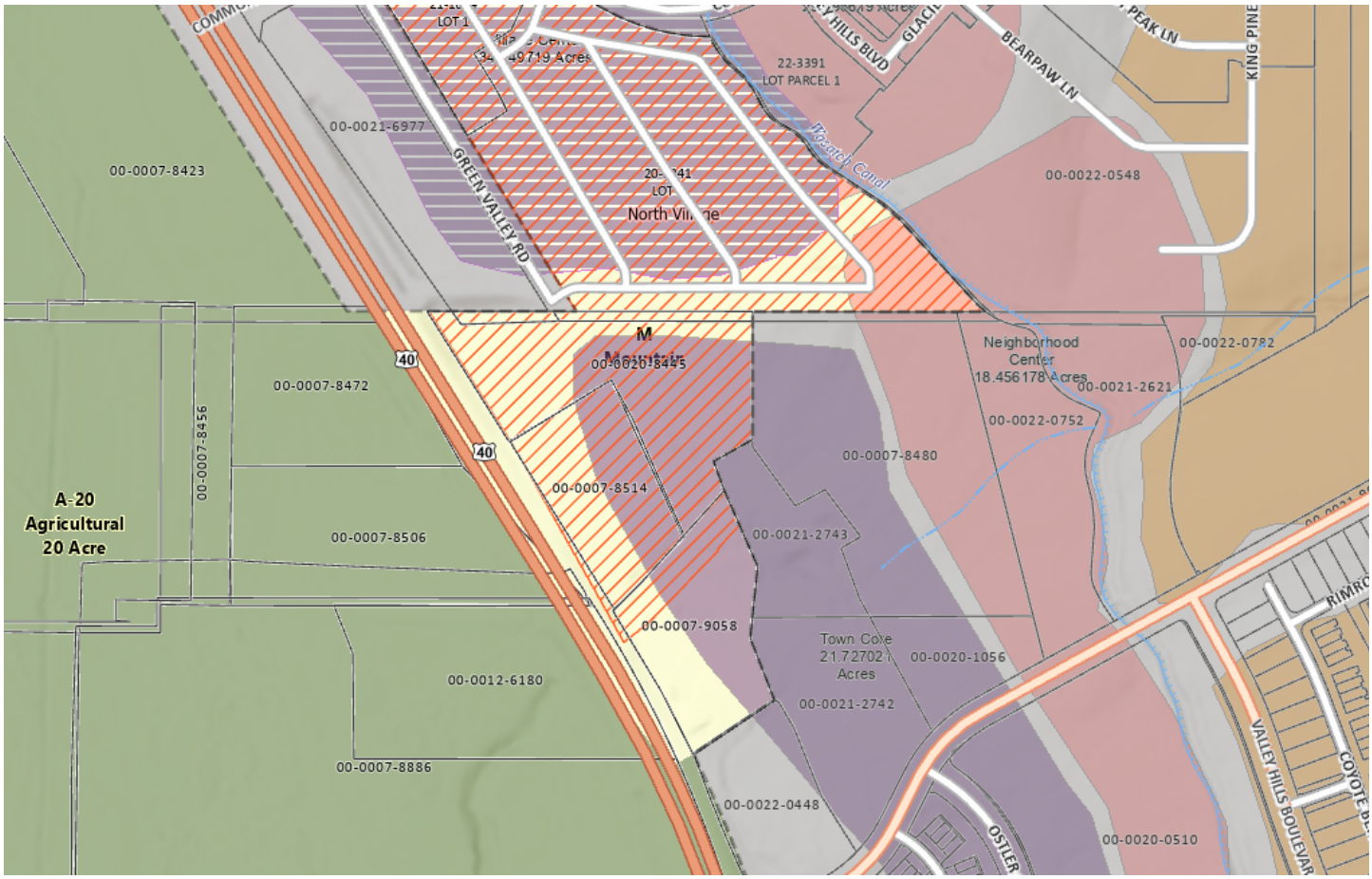


se Map Categories

District Type	Uses	Density Range / Scale (gross acreage)	Key Characteris
New Neighborhoods with Open Space (NOS)	Primary: SFDs Secondary: townhomes, small lot and attached housing	3 to 20 units per acre Overall property base densities, established by the North Village Overlay Zone may be transferred to adjacent Villages to create open space. 2-3 story height limit	Small lot clusters, townhomes and oper through clustering and generally locate centers

	Uses	Density	Key Characteristics
General Plan	Primary: SFD Secondary: Townhomes, Small lot, attached housing	3-20 units per acre 2-3 stories in height	clustering for open space
Proposed Concept	Town Homes and mixed-use commercial	7.8 units per acre for town homes, not including the ~9,700 square feet of commercial mixed use.	
NVOZ - Neighborhoods with Open Space	Town Homes Permitted, Mixed Use is not permitted	3.5 ERU's pergros acres	50' buffer and 45% open space

Wasatch County Zoning
Zoning in the County is Mountain (M), with the North Village Overlay of Town Core, which would allow for commercial uses on the property.



Planning Commission Recommendation
The Planning Commission forwarded a positive recommendation with the condition that there be no commercial in the project.

FISCAL IMPACT

N/A

CONCLUSION

Blue Sign LLC is seeking annexation. The property is within the annexation boundary of the City and is listed as Neighborhoods with Open Space in the General Plan. The applicants are requesting consideration of their proposed concept. Staff is seeking feedback in preparation for a public hearing at a future council meeting.

ALTERNATIVES

Not an action item.

POTENTIAL MOTIONS

Not an action item.

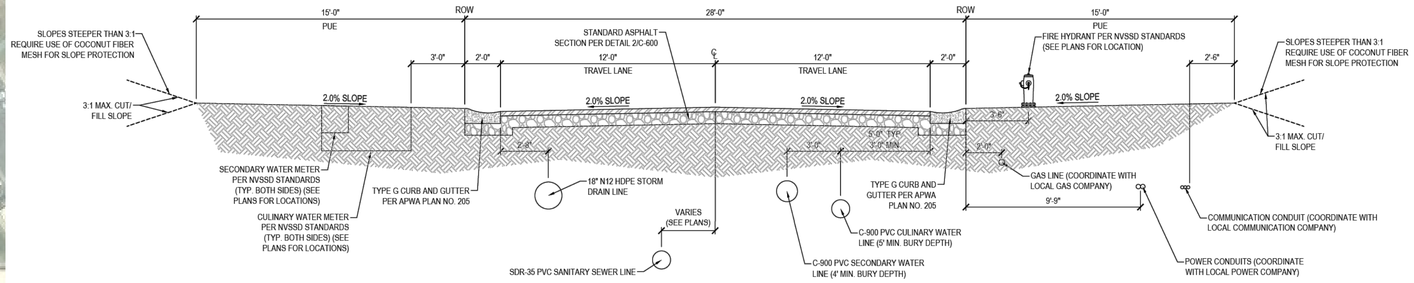
ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. 2026-09-15 Blue Sign Concepts All 4

NOTE: INSTALL CULINARY WATER METER BOXES SUCH THAT STREET-SIDE IS 10' FROM BACK OF CURB, WHERE SHOWN ON PLANS. INSTALL SECONDARY WATER METER BOXES WITH BACK OF BOX 15' FROM BACK OF CURB, WHERE SHOWN ON PLANS. RIM ELEVATION OF METERS TO BE SPECIFIED WITH PRECISE GRADING PLANS. PROVIDE GRADING ACCOMMODATIONS TO MAINTAIN LEVEL LIDS.



1 TYPICAL ROAD CROSS SECTION (28' ROW)
SCALE: NONE

EXISTING WASATCH COMMONS APARTMENTS

PROPERTY LINE

7-PLEX TOWNS

6-PLEX TOWNS

CIARRA WAY

POTENTIAL AMENITY SPACE / PICKLEBALL COURTS

AMBER LANE

7,577 S.F. COMMERCIAL

12' WIDE PEDESTRIAN TRAIL

POTENTIAL UNDERGROUND STORM WATER STORAGE

5-PLEX TOWNS

2-PLEX TOWNS

SAME BUILDING TYPE/FOOTPRINTS AS FITZGERALD FARMS NO.3 SHOWN

GUY & JANE WANN

FITZGERALD FARMS NO.3 DEVELOPMENT

WASATCH CANAL

POTENTIAL AMENITY SPACE / FIRE PIT AND PICNIC TABLES

OLIVIA WAY

CIARRA WAY

VALLEY HILLS BLVD

FUTURE 12' WIDE PEDESTRIAN TRAIL

HIGHWAY 40

HEBER CITY OPEN SPACE

ATHEL & CINDY FITZGERALD

FUTURE 12' WIDE PEDESTRIAN TRAIL

FITZGERALD ROAD

WASATCH COUNTY FIRE

EXISTING 12' WIDE PEDESTRIAN TRAIL

EXISTING RETENTION BASIN

NORTH

HORIZONTAL GRAPHIC SCALE

0 ## ##

(IN FEET)

HORZ: 1 inch = ## ft.

SITE DENSITY TABLE		
TOTAL AREA		4.256 ACRES
TOWNHOMES		
3.310 ACRES	31 UNITS	9.37 UNITS/ACRE
COMMERCIAL		
0.946 ACRES	7,577 S.F.	8,010 S.F./ACRE

SITE SUMMARY TABLE (ANNEXATION)		
DESCRIPTION	AREA (ACRE)	PERCENTAGE
TOTAL	4.256	100%
PRIVATE	4.256	100%
PETITIONERS	4.256	100%
TOTAL VALUE		100%
PETITIONERS VALUE		100%
AMENITIES SPACE	0.548	12.88%

PARKING DATA TABLE	
TOWNHOMES	
STREET PARKING	20
DRIVEWAY PARKING	62
GARAGE PARKING	62
TOTAL	144
COMMERCIAL	
TOTAL STALLS	17

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
BLUE SIGN GROUP
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801.000.0000

BLUE SIGN PROJECT

STREET
HEBER CITY, UTAH

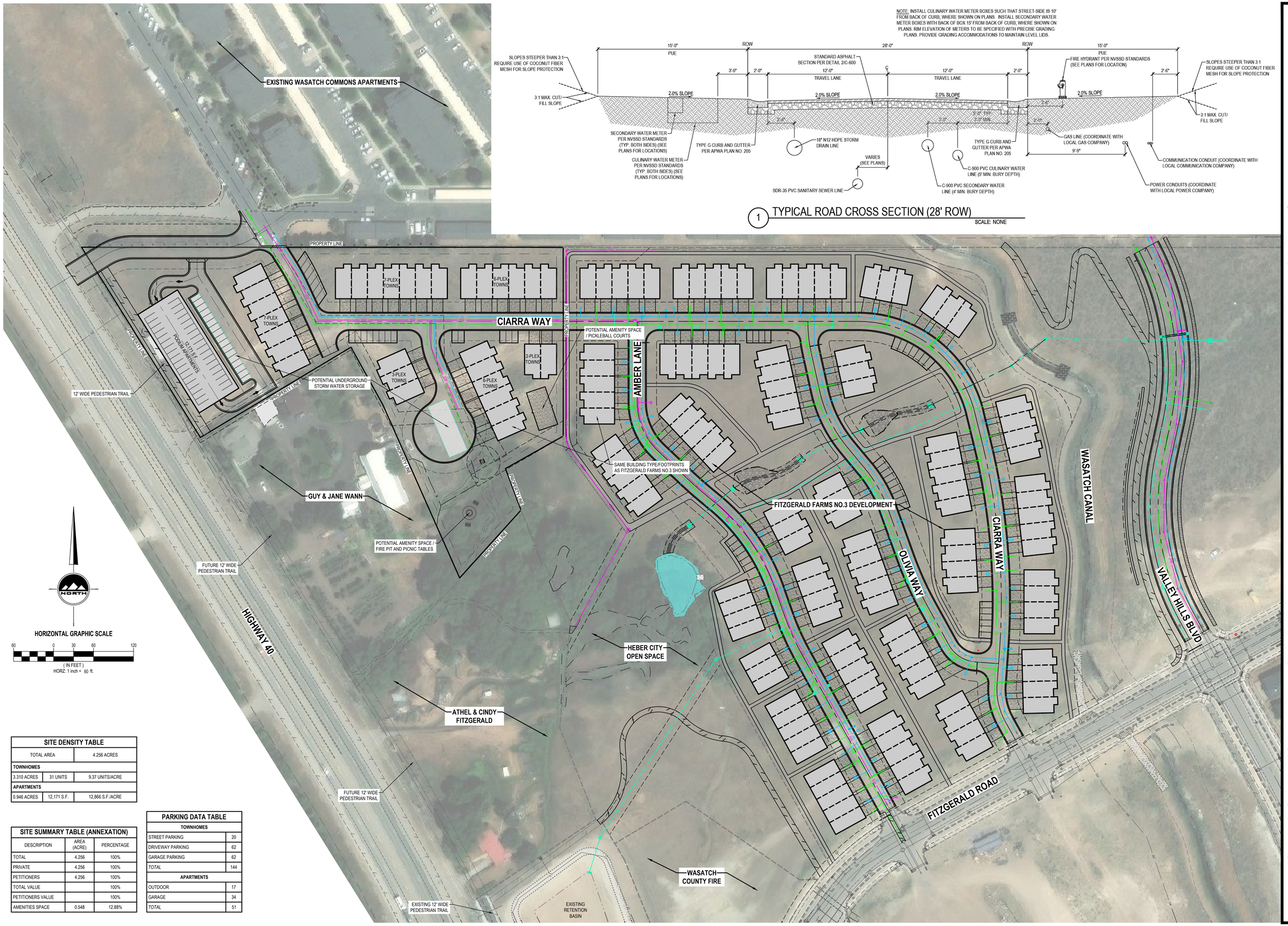
CONCEPT SITE PLAN

PROJECT NUMBER 13752
PRINT DATE 2026-09-15
PROJECT MANAGER BAM
DESIGNED BY KTW

OPTION A

NOTE: INSTALL CULINARY WATER METER BOXES SUCH THAT STREET-SIDE IS 10' FROM BACK OF CURB, WHERE SHOWN ON PLANS. INSTALL SECONDARY WATER METER BOXES WITH BACK OF BOX 15' FROM BACK OF CURB, WHERE SHOWN ON PLANS. RIM ELEVATION OF METERS TO BE SPECIFIED WITH PRECISE GRADING PLANS. PROVIDE GRADING ACCOMMODATIONS TO MAINTAIN LEVEL LIDS.

1 TYPICAL ROAD CROSS SECTION (28' ROW)
SCALE: NONE



NORTH

HORIZONTAL GRAPHIC SCALE

60 0 30 60 120

(IN FEET)

HORZ: 1 inch = 60 ft.

SITE DENSITY TABLE		
TOTAL AREA		4.256 ACRES
TOWNHOMES		
3.310 ACRES	31 UNITS	9.37 UNITS/ACRE
APARTMENTS		
0.946 ACRES	12,171 S.F.	12,866 S.F./ACRE

SITE SUMMARY TABLE (ANNEXATION)		
DESCRIPTION	AREA (ACRE)	PERCENTAGE
TOTAL	4.256	100%
PRIVATE	4.256	100%
PETITIONERS	4.256	100%
TOTAL VALUE		100%
PETITIONERS VALUE		100%
AMENITIES SPACE	0.548	12.88%

PARKING DATA TABLE	
TOWNHOMES	
STREET PARKING	20
DRIVEWAY PARKING	62
GARAGE PARKING	62
TOTAL	144
APARTMENTS	
OUTDOOR	17
GARAGE	34
TOTAL	51

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

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Phone: 435.865.1453

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Phone: 435.896.2983

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BLUE SIGN PROJECT

STREET
HEBER CITY, UTAH

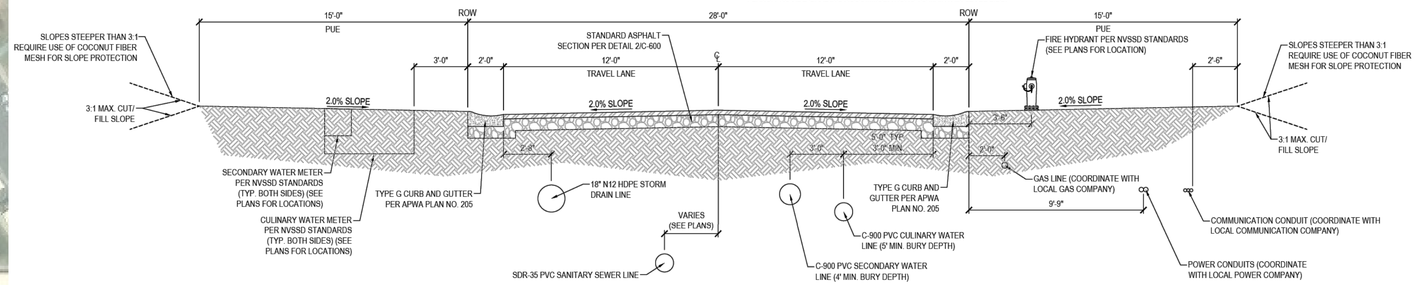
CONCEPT SITE PLAN

PROJECT NUMBER 13752
PRINT DATE 2026-09-15
PROJECT MANAGER BAM
DESIGNED BY KTW

OPTION B



NOTE: INSTALL CULINARY WATER METER BOXES SUCH THAT STREET-SIDE IS 10' FROM BACK OF CURB, WHERE SHOWN ON PLANS. INSTALL SECONDARY WATER METER BOXES WITH BACK OF BOX 15' FROM BACK OF CURB, WHERE SHOWN ON PLANS. RIM ELEVATION OF METERS TO BE SPECIFIED WITH PRECISE GRADING PLANS. PROVIDE GRADING ACCOMMODATIONS TO MAINTAIN LEVEL LIDS.



1 TYPICAL ROAD CROSS SECTION (28' ROW)
SCALE: NONE



NORTH

HORIZONTAL GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
HORZ: 1 inch = 60 ft.

SITE DENSITY TABLE		
TOTAL AREA	4.256 ACRES	
TOWNHOMES		
7-PLEX	2	
6-PLEX	2	
5-PLEX	1	
3-PLEX	2	
2-PLEX	1	
TOTAL	39 UNITS	9.16 UNITS/ACRE

SITE SUMMARY TABLE (ANNEXATION)		
DESCRIPTION	AREA (ACRE)	PERCENTAGE
TOTAL	4.256	100%
PRIVATE	4.256	100%
PETITIONERS	4.256	100%
TOTAL VALUE		100%
PETITIONERS VALUE		100%
AMENITIES SPACE	0.548	12.88%

PARKING DATA TABLE	
TOWNHOMES	
STREET PARKING	20
DRIVEWAY PARKING	78
GARAGE PARKING	78
TOTAL	176

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
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CLIENT CITY STATE ZIP

CONTACT:
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PHONE: 801.000.0000

BLUE SIGN PROJECT

STREET
HEBER CITY, UTAH

CONCEPT SITE PLAN

PROJECT NUMBER 13752
PRINT DATE 2026-09-15
PROJECT MANAGER BAM
DESIGNED BY KTW

OPTION C

EXISTING WASATCH COMMONS APARTMENTS

PROPERTY LINE

46.6'
323.4'
15,138 S.F.

CIARRA WAY

PROPERTY LINE

AMBER LANE

PROPERTY LINE

86.6'
56'
10,154 S.F.

140.2'
4,993 S.F.

12' WIDE PEDESTRIAN TRAIL

PROPERTY LINE

POTENTIAL AMENITY SPACE
/ PICKLEBALL COURTS

POTENTIAL UNDERGROUND
STORM WATER STORAGE

9,867 S.F.
115.6'
85.4'

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

POTENTIAL AMENITY SPACE /
FIRE PIT AND PICNIC TABLES

SAME BUILDING TYPE/FOOTPRINTS
AS FITZGERALD FARMS NO.3 SHOWN

GUY & JANE WANN

FITZGERALD FARMS NO.3 DEVELOPMENT

WASATCH CANAL

CIARRA WAY

OLIVIA WAY

VALLEY HILLS BLVD

FUTURE 12' WIDE
PEDESTRIAN TRAIL

HIGHWAY 40

HEBER CITY
OPEN SPACE

ATHEL & CINDY
FITZGERALD

FUTURE 12' WIDE
PEDESTRIAN TRAIL

FITZGERALD ROAD

WASATCH
COUNTY FIRE

EXISTING 12' WIDE
PEDESTRIAN TRAIL

EXISTING
RETENTION
BASIN

NORTH

HORIZONTAL GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
HORZ: 1 inch = 60 ft.

SITE SUMMARY TABLE	
TOTAL SITE	4.256 ACRES
BUILDINGS	4
AREA	39,552 S.F.
DENSITY	9.293 S.F. / ACRE
PARKING	156 STALLS

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

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Phone: 435.843.3590

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BLUE SIGN PROJECT

STREET
HEBER CITY, UTAH

CONCEPT SITE PLAN

PROJECT NUMBER 13752
PRINT DATE 2026-09-15
PROJECT MANAGER BAM
DESIGNED BY KTW

OPTION D

Heber City Council Staff Report

MEETING DATE: 10/6/2026

SUBJECT: Allwest Fiber Optic Cable placement above ground and relation to City-Allwest Agreement requiring buried cable

RESPONSIBLE: Tony Kohler, Brad Gonzales, Russ Funk

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

Allwest Fiber has been installing fiber optic cable in the core of town. Allwest has Franchise agreement with Heber City that permits Allwest facilities to be placed in the right of way. This agreement requires the utility lines to be buried, not placed on existing utility poles. Heber City asked for Allwest to cease the installation of the above ground facilities this summer. Allwest appeared before Council at the public comment portion of a recent meeting and is returning to discuss the potential for updating their franchise agreement.

RECOMMENDATION

Staff recommends Council review the presentation by Allwest and discuss the merits of permitting above ground fiber optic facilities in an amended franchise agreement with Allwest. If Council supports the concept, staff recommends the agreement come back at a future meeting for formally considering an amendment to the franchise agreement.

BACKGROUND

Heber City has recently discussed not only fiber optic telecommunications facilities, but also above-ground power lines. The City is currently considering updating its development policies to not require the burial of above ground power facilities including telecommunications lines. With the City going this direction, it may make sense to alter the franchise agreement with Allwest to be consistent with the policy update.

DISCUSSION

Allwest indicates it is very expensive to install underground fiber optic cable. Their plan for installation of fiber in Heber City involves installing above ground fiber in the 1-mile lot and block core of Heber City. Allwest is able to offset the higher cost of installing below ground fiber in the rest of the city by placing fiber in the core of town above ground. Allwest indicates a commitment to installing fiber in all of Heber, not just in the core of town above ground, and indicates it is imperative to their financial plan to be able to install fiber above ground in the core of the City.
Provided Allwest is committed to installing fiber in all of Heber City and not just where it is cheapest

to install, it may make sense to permit them to update the franchise agreement to permit above ground installation. However, the City should also ask that Allwest go underground when possible, such as installing conduit underground when the City has a road excavation to facilitate the eventual underground of fiber when possible. Additionally, Allwest indicates there may be some installation techniques that could clean up the skyline, such as changing how fiber loops are installed.

FISCAL IMPACT

None.

CONCLUSION

Installation of fiber optic lines in Heber City should be prioritize to promote the well-being of residents, promote economic development and ensure the community is well situated to compete in the future.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member:

EXHIBITS

1. Heber - All West Proposed Fiber Build - Targeting Underserved Areas - 9-8-2026
2. Allwest AG Franchise 220830 S

Heber Fiber Underserved Areas

All West build rationale: FCC data, analytics, and cost blending

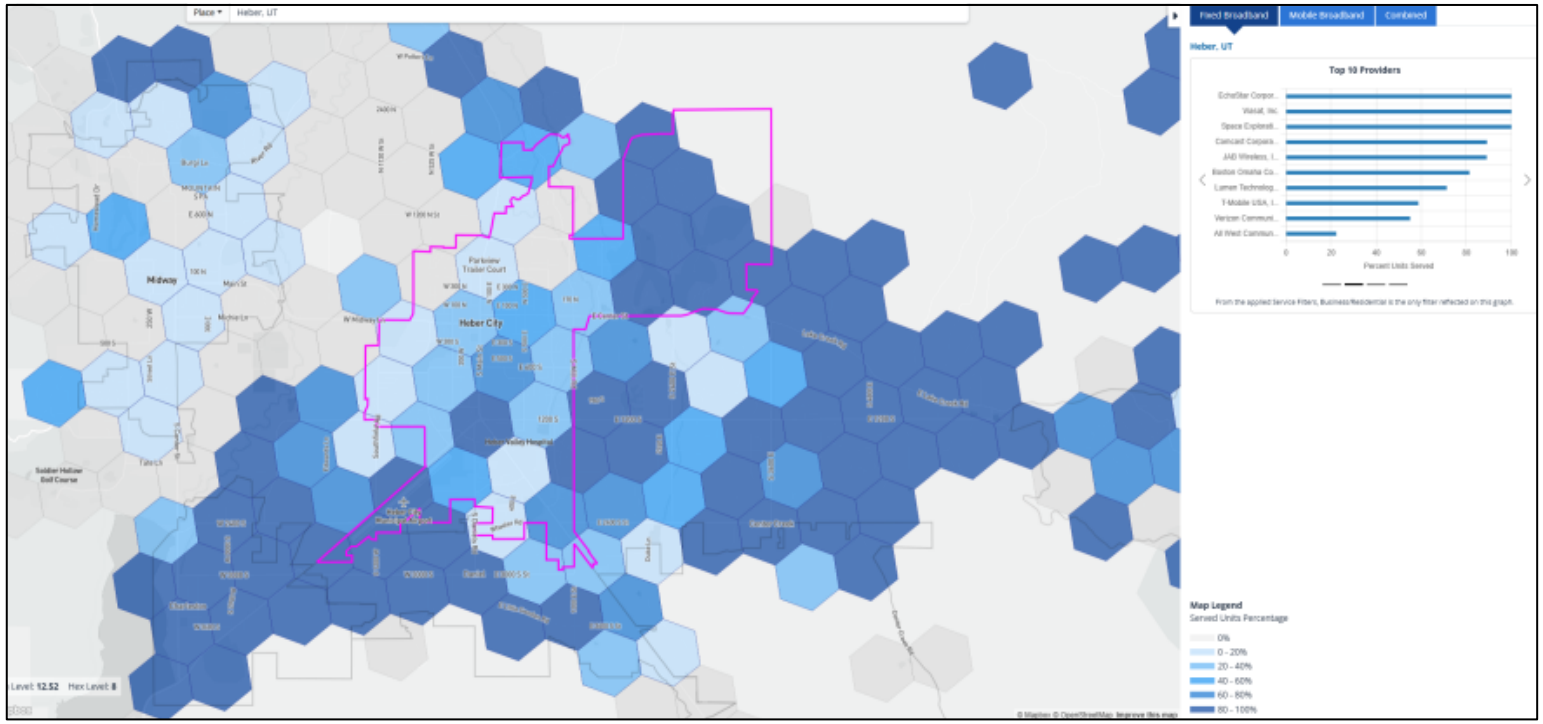
Position

The proposed Heber fiber plan targets unserved and underserved areas. Aerial pole utilization lowers the blended average build cost, allowing the project to include higher-cost underserved areas rather than only the lowest-cost pockets.

Key areas: Heber 4, 6, and 11 are less favorable from a cost perspective, but remain supportable when lower-cost aerial areas are included in the total program.

FCC Data - Confirms Unserved/Underserved Areas

Light blue to white areas identify weaker broadband availability within the proposed Heber footprint.



FCC unserved

FCC underserved

FCC Served

FCC evidence

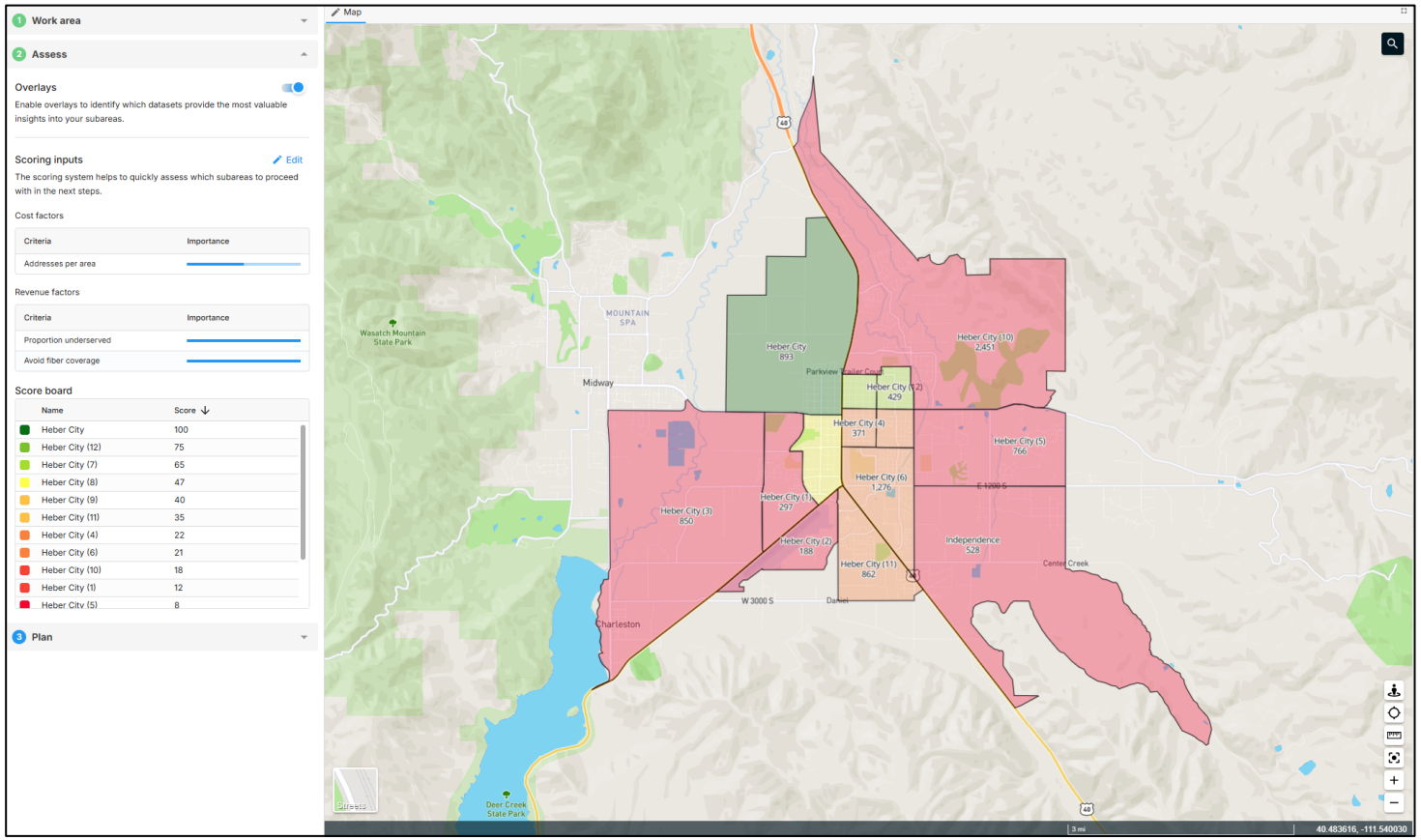
- The FCC layer shows service gaps inside and around Central Heber.
- All West proposed footprint overlaps the light blue to white underserved areas.
- This supports a needs-based build strategy rather than a narrow low-cost route selection.

Message for stakeholders

The external FCC layer validates that the build is aimed at documented broadband gaps, not simply the easiest construction corridors.

Analytics - Where Cost Blending Works

Green and yellow areas create lower-cost aerial opportunities; orange areas include harder, higher-cost underserved zones. Red areas have fiber coverage.



Aerial Lower-Build Cost Unserved

Lower-Build Cost Underserved

Higher Build-Cost Underserved

Fiber Coverage

Analytics Evidence

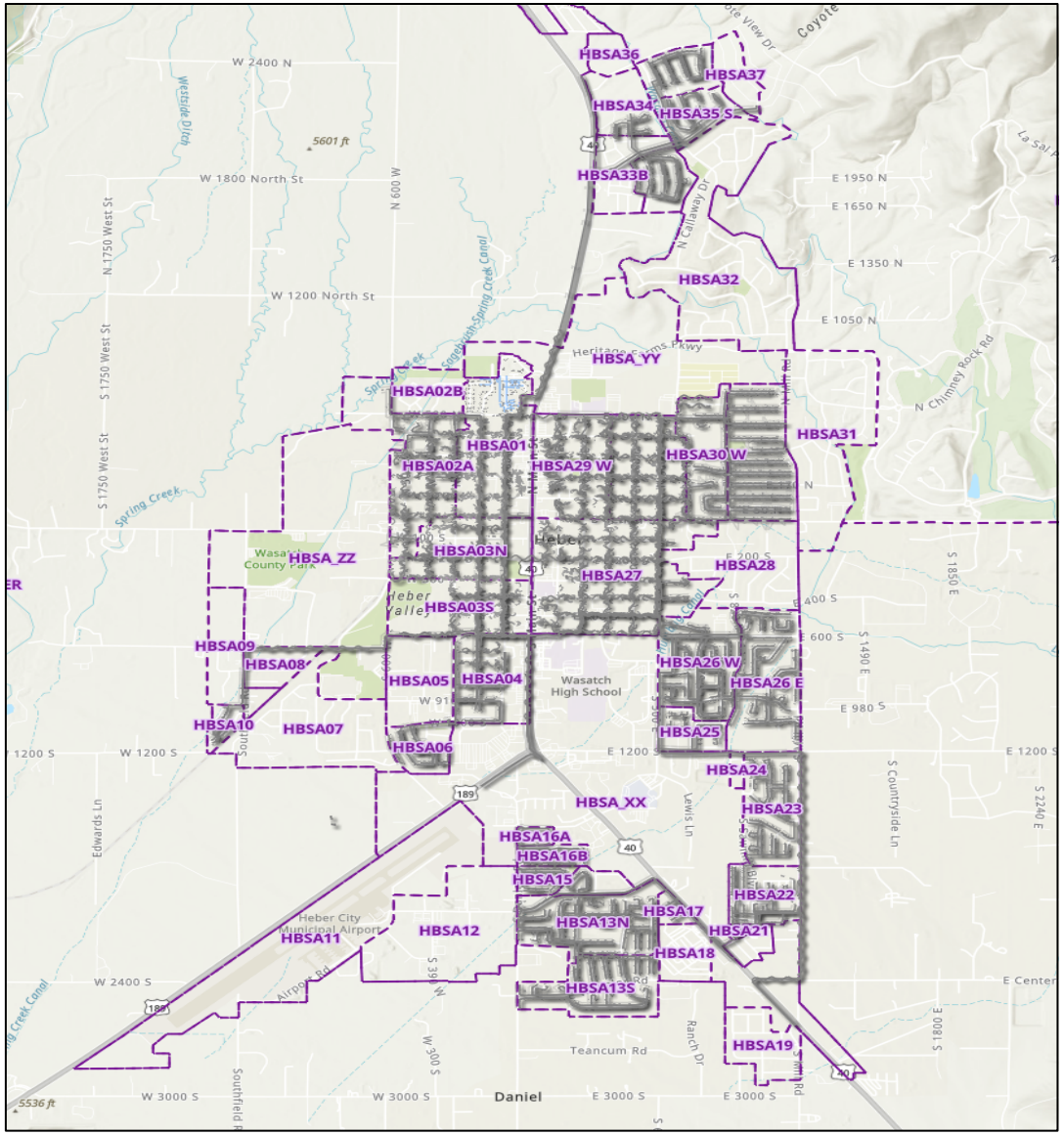
- Green and yellow areas can be built more efficiently using aerial infrastructure.
- Orange areas represent higher-cost portions of the same underserved objective.
- Heber 4, 6, and 11 are less favorable on standalone economics, but are included in the broader plan due to the cost blend of the green areas.

Cost-blending logic

Lower-cost aerial segments reduce the total average cost, helping the project support higher-cost underserved areas.

All West Build Plan – Targets Underserved and Unserved Residents

The proposed network plan connects the FCC and analytics findings to an executable fiber footprint.



Proposed build plan

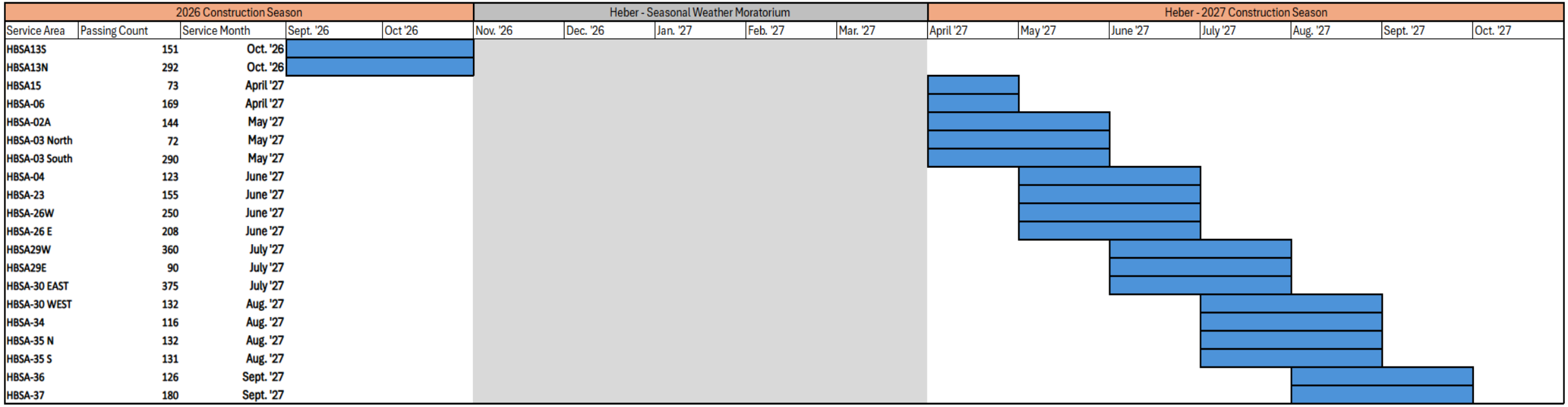
- The AW plan extends through the target geography rather than stopping at only the easiest pockets.
- Low-cost aerial areas are connected with higher-cost underserved areas as one practical build program.
- The plan supports the goal of serving all underserved areas, not only the most favorable areas.

Operational Position

Aerial access is not a shortcut around service obligations. It is the cost-control lever that keeps the complete underserved-area build viable.

All West Proposed Build Schedule – Targets Underserved and Unserved Residents

Below Gantt represents proposed All West build schedule – Based on an average Service Area build duration of (60) days



- Current model forecasted around Heber City seasonal moratorium – Build schedule can be advanced with favorable weather and Heber City permission
- Advanced build schedule could potentially shift proposed build schedule forward (5) months
- 3,569 homes passed proposed for 2027 build season – Additional passing potential as Private HOA and Multi-Dwelling agreements are executed
- 2,417 additional private easement passing opportunities available as long-term partnership and build progresses
- Build plan proposes aerial downtown and underserved underground residential areas to be built concurrently

Recommendation: Allow Aerial Cost Blending

Aerial pole utilization enables the project to serve both lower-cost areas and higher-cost underserved areas.

Without Aerial Blending

- UG areas unlikely to proceed
- Heber 4, 6, and 11 become harder to justify
- Higher-cost underserved pockets face greater deferral risk

→

With Aerial Blending

- Green and yellow areas reduce average cost
- Higher-cost underserved areas remain viable
- The build can pursue complete underserved coverage

→

Result

A balanced Heber build that serves the broader underserved market instead of limiting deployment to only the least expensive areas.

Closing Comments

All West is targeting unserved and underserved areas. Aerial construction is the mechanism that keeps the complete underserved-area build economically feasible.

HEBER CITY, UTAH
FRANCHISE AGREEMENT WITH
AND ALL WEST/UTAH, INC.

Heber City, a municipal corporation of the State of Utah and All West/Utah, Inc., a Utah corporation ("All West") hereby enter into an agreement granting to All West and its affiliates a non-exclusive franchise to install, operate and maintain a communications system in, on, over, upon, along, and across the public rights of way of Heber City.

WHEREAS, All West, has requested that the City grant it the right to install, operate, and maintain a communications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Affiliate" means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. "City" means Heber City, Utah.

C. "Communication(s) Service" shall mean any communications services, communications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring,

meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable, copper cable, or wireless antennas. Communication Service shall also include wireless and non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the City.

D. "Communication System" or "Facilities" shall mean the Franchisee's fiber optic and/or copper cable and/or wireless system constructed and operated within the City's public ways and shall include all cables, wires, fibers, antennas, conduits, ducts, pedestals, and any associated converter, equipment, enclosures, or other facilities within the City's public ways designed and constructed for the purpose of providing Communication Service.

E. "FCC" means the Federal Communications Commission or any successor governmental entity hereto.

F. "Franchise" shall mean the initial authorization, or renewal thereof granted by the City, through this Agreement or subsequently adopted agreement, which authorizes construction and operation of the Franchisee's Communication System and associated Facilities for the purpose of offering Communications Service.

G. "Franchisee" means All West/Utah, Inc., a Utah corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

H. "Person" means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. "Public Way" shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area which shall entitle the City and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle the City and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee's Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. "Service Area" means the present municipal boundaries of the City and shall include any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the City for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service. Notwithstanding, the Franchisee shall not be allowed to install any utilities in the streets, but shall be restricted to installation only within the PUEs or areas outside of the street pavement, with the exception of street crossings. In the event there is no PUE location available, Franchisee may be allowed to install utilities under the pavement, only upon written approval from the City on the specific location. In such circumstances, City approval shall not be unreasonably withheld. Additionally, the Franchisee shall not have authority to install new above ground communication lines or to install new or replacement communication lines on any existing poles or other above ground infrastructure without prior written approval from the City.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the City presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, the Franchisee shall give the City at least 48 hours' notice of the Franchisee's intent to commence work in the public ways. The Franchisee shall file plans or maps with the City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the City to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. The first term of this franchise shall be for a period of thirty (30) years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred

twenty (120) days' of its intent to renegotiate the terms and conditions of this Franchise. At the end of said initial 30 year term, upon said notice, additional terms and extensions may be negotiated upon terms and conditions reasonable to both the City and the Franchisee. In the event that the Parties have defaulted to a year to year basis mentioned above, then upon a sixty (60) days written notice prior to the end of that year (12 months from the initiation of the year to year term), additional terms and extensions may be negotiated upon agreed to terms and conditions of the Parties. In the event either party gives said notices, and the Parties are not able to come to an agreement on terms for renegotiation, this Franchise Agreement shall terminate.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the City. However, the City shall not permit any such future Franchisee to physically interfere with the Franchisee's Communication Facilities. In the event that such physical interference or disruption occurs, the City Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute. Further, this franchise shall in no way prevent or prohibit the City from using any of its public ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise.

Section 7. Maps and Records. After construction is complete, the Franchisee shall provide the City with accurate copies of as-built plans and maps in a form and content prescribed by the City Engineer. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital copies in a format specified by the City Engineer.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Utah.

B. The Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the public ways of the City in coordinating construction activities and joint trenching projects. By June 1 of each calendar year, or such other date as the City and the Franchisee may agree upon from year to year, the Franchisee shall provide the City with a schedule of its proposed construction activities in, around, or that may affect the public ways of the City. The Franchisee shall also meet with the City and other

grantees, franchisees, permittees, and other users of the public ways of the City annually or as determined by the City to schedule and coordinate construction activities. The City Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the City.

C. If either the City or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible. (4) in the event that the cost of the trenching or excavation work is to be paid for by the City for the purpose of communication infrastructure, the franchisee shall pay their proportionate share of the trenching or excavation work as a condition of sharing the trenching or excavation work.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways restore the surface of said public ways and any other City-owned property that may be disturbed by the work to at least the same condition the public way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the City in accordance with the applicable ordinances of the City.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City Hall is open for business.

Section 11. Relocation. In the event that at any time during the period of this franchise,

the City shall lawfully elect to alter or change any street, alley, public utility easement, bridge, culvert or other public way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense; except that Franchisee shall, in all cases, have the right, with approval from the City, to abandon its Facilities in place, in lieu of relocation. If public funds are available at the time for such relocation, and required by law to be offered to the Franchisee, Franchisee shall not be required to pay the costs of such relocation. Additionally, if as a result of the Franchisee's workmanship the City determines that there is a need to clean up, relocate or otherwise improve the appearance of the Facilities from an aesthetic view, Franchisee shall, upon reasonable notice by the City, remove, relocate, clean up or otherwise resolve the issue to the City's satisfaction, at the Franchisee's own cost. The City shall not unreasonably make such requests.

Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than five (5) business days' advance notice to arrange for such temporary line changes.

Section 12. Trimming. Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of such trees from coming into contact with Franchisee's Facilities. Franchisee shall, when practical, provide notice to the City and to any property owner before commencing such work. Franchisee shall not be required to provide notice in advance of such work in emergency conditions. Nothing herein shall give the franchisee the right to trim trees not located within Public Rights-of-Way without permission from the private property owner. Franchisee shall assume all liablity for, and indemnify the City from any damage caused by Franchisee as a result of trimming or managing such trees upon and overhaning all streets, alleys, public utility easements, sidewalks and public places of the City.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or City-owned property, the City Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, City-owned property, streets, utilities and public ways. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to

maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the City for the reasonable costs thereof.

Section 14. Non-Liability of City for Acts of Franchisee. The City shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the City and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the City by reason of the exercise or arising out of the implementations of this franchise.

Section 15. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (1) $2,000,000.00 for bodily injury or death to each person; and (2) $3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of $300,000 for each person and $500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 16. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the

Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the City within ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the City.

Section 17. Municipal Telecommunications License Tax. For the Franchise granted herein, Franchisee shall pay to the City, in accordance with the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated, of three and a half percent (3.5%) of Franchisee's gross receipts from telecommunications services attributed to the City as set forth in the Municipal Telecommunications License Tax Act, less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Section 18. Modification. The City and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification.

Section 19. Forfeiture and Revocation.

A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the City ordinances.

B. If the City has reason to believe that the Franchisee is in violation of this franchise or other provisions of the City ordinances, the following procedures shall be followed by the City:

(1) The City shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the City or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably

beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If said response is not satisfactory to the City, the City may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the City a request for a hearing before the City Council. If no such request is received, the City may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the City's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the City Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the City Council does not grant any additional period, the City Council may, by resolution, declare the franchise to be terminated.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

Section 20. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

Section 21. Survival. All of the provisions, conditions and requirements of this franchise shall be in addition to any and all other obligations and liabilities the Franchisee may

have to the City at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 13 Dangerous Conditions; 14 Non-Liability of City for Acts of Franchisee; 15 Insurance; 16 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 22. Severability. If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise.

Section 23. Assignment. This Agreement may not be assigned or transferred without prior written notice to the City except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the City: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

Section 24. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

City:

Heber City
75 North Main Street
Heber City, Utah 84032

Franchisee:

All West/Utah, Inc
50 West 100 North
Kamas, UT 84036

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 25. Entire Franchise. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the City and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the City nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

Section 26. Dispute Resolution; Attorney's Fees. Any and all disputes arising out of or related to the terms and conditions of this franchise, 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, with each Party bearing their own fees and costs, including attorney's fees.

Section 27. Governing Law/Venue. This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in the county in which the City is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City, Utah.

Section 28. Effective Date. This Agreement takes effect on the date is signed by the last party to sign.

[signature pages to follow]

HEBER CITY

Heidi Franco

Name: HEIDI FRANCO
Title: MAYOR
Date: 8/30/22

ATTEST:

City Clerk
(SEAL)

ALL WEST/UTAH, INC.

Name: Matthew Weller
Title: President

State of Utah)
:SS
County of Wasatch)

On this 25 day of August, in the year 2021, before me ~~Matthew Weller~~ Alisha Lewis [Notary Public Name] a notary public, personally appeared Matthew Weller [Name of Document Signer], proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged he (he/she/they) executed the same.

Witness my hand and official seal

(Seal)

Notary Public

ALISHA KAYE LEWIS
Notary Public - State of Utah
Commission # 716215
My Commission Expires On
05/19/2025

ALL WEST/UTAH, INC.

Name:
Title:
Date:

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Utility Requirement for Central Heber Overlay Zone
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The City adopted the new Central Heber Overlay Zone (CHOZ) last year. The CHOZ provides more flexibility for infill and redevelopment than past policies and code permitted. The City's Engineering Standards and Specifications, as well as its water and sewer connection codes, are out of date with this new flexibility, as they address all connections as if they are detached single-family dwellings. The proposed policy updates address the new home types and needed flexibility, primarily to have connections to private sewer and water mains. The second issue is the City's Condominium Code is overly restrictive and dissuades multi-family developments from converting into condominium developments. The proposed update simplifies the Condominium Code.

The Planning Commission held a public hearing on August 25 and is recommending approval of the proposed code amendment.

Policy questions for Council include the following:

- Does Council support the proposed amendment? What alterations might Council want to see to the proposed amendment?

RECOMMENDATION

Staff recommends Council discuss the proposed amendment and provide feedback to staff for potential adoption at a future meeting.

BACKGROUND

The proposed amendments were brought up to address redevelopment and infill in the CHOZ. Recently, the City has been approached by an apartment owner who would like to convert the apartments into condominiums. Through this process, staff discovered many challenges in the Condominium Code that need to be revised.

Most condominiums first go through the City's site plan approval process and construct the buildings as apartments, and address setbacks, height, parking and open space requirements at that time.

Later, sometimes a year or two later, owners of these apartments return to the City with a Condominium Plat to convert the apartments into owner-occupancy condominiums. Owner occupancy is the difference between apartments and condominiums. Apartments and condominiums are constructed the same way and have the same parking, open space, height, density and setback requirements.

DISCUSSION

Below is a summary of the changes being proposed. See attached text for actual proposed language.

Section 18.117.030 Improvements

- This is part of the City's subdivision standards. The update adds a reference to the Standards and Specifications, which contain the standards for connection to water, sewer, storm drain and irrigation facilities, rather than keeping a separate code and standard that could conflict with the Standards and Specifications.

Section 18.117.020 Condominiums

- A, C, and C4: minor text update to add clarity
- D. 1: moved to D. 11, whereby the City can withhold the Condominium application until lifesafety issues are resolved.
- D. 3: parking section removed and replaced with D. 4. Most apartment complexes already comply with the parking code. D.4. indicates that if there has been an illegal change to parking on the property, that needs to be rectified. The general reference to parking in D.3. was removed because the use is already in place and already has parking, and a conversion to a Condominium will not increase parking demands over apartments and would dissuade that ownership occupancy from occurring.
- D.5 and D.6.: If an apartment complex and all improvements are already in place and constructed, and are either conforming to the code or grandfathered, there is little chance that such an apartment complex could reasonably be modified to add more open space or landscaping over what was included at the time of construction, thus providing a disincentive to convert apartments to condominiums. Thus this section is proposed to be deleted.
- D.4 (New Section). This requires that a development that has been illegally modified to the point where the development doesn't comply with parking, landscaping or open space requirements, would need to be modified to comply with the city code.
- D.5 (New Section) Added a reference to Standards and Specifications
- D.8, D.9., D.10: Deletion of sections that may conflict with Standards and Specifications.
- E. Approval Process. Update that permits a fully compliant apartment complex that is already constructed to go through a small subdivision process rather than a large scale process. With an already constructed and approved site, there is little need to go through preliminary and final approval just to create a subdivision Condominium Plat.

13.04.240, 13.04.270 13.08.230 and 13.32.270
Added a reference to Standards and Specifications for the new CHOZ housing types.

Standards and Specifications
1.03 deletion of Section 1.03 and replacement with entirely new language
1.03 Revised: permits the connection of new housing types to private easements and private utilities

with approval by City Engineer

Condos: can share water sewer connections if an HOA is established

Shut Off Valves: required for each individually owned unit.

Shared irrigation services are permitted with HOAs.

Flag Lots and SDUs (CHOZ) can share private sewer main under certain conditions (manholes at right of way and separate billing for each parcel). Shared irrigation also permitted with HOAs and location of services at right of way.

FISCAL IMPACT

The proposed amendment will promote infill and redevelopment and home-ownership in the CHOZ in the core of town.

CONCLUSION

The proposed amendment simplifies the sewer and water connection policies to address the new dwelling types permitted in the CHOZ and simplifies the Condominium Code to promote mutli-family dwelling conversions to an owner occupied type, Condominiums.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. Utility Service Code Update w Updated Comments 260811
2. Utility Service Code Update w Updated Comments Clean 260811

Utility Standards for Condominiums & CHOZ

Draft date: August 11, 2026

18.117.030 Improvements

A. Requirements. The following improvements~~, designed according to the adopted Heber City Standard Specifications and Drawings,~~ shall be designed according to Heber City Standard Specifications and Drawings and installed in all subdivisions and developments. The improvements shall include:

1. Drinking Water, Pressurized Irrigation, Sewer, Storm Drain, Solid Waste:
   a. A potable water supply in amounts and manner as required ~~under Section 17.28.030 of this chapter in accordance with the State Board of Health Standards~~by all City and State Codes, Standards and Ordinances;
   b. The installation of Drinking Water ~~m~~Mains and Drinking Water laterals ~~to each lot, unit or property line~~;
   c. Sewer mains, and sewer laterals ~~to each lot property line~~;
   d. Fire hydrants and locations as directed by the Fire Marshal;
   e. Solid waste disposal facilities;
   f. Storm drain system; and
   g. Pressurized irrigation system.
2. Streets:
   a. The grading and graveling of all streets and the installation of all required culverts
   b. The hard-surfacing of all streets.
   c. Curbs and gutters and sidewalks.
3. Public Utilities. Electric, cable/internet natural gas, and telephone lines shall be installed. ~~.~~ These utilities shall be located underground. Existing above ground utilities are not required to be placed underground.
4. Survey Monuments.
5. Sensitive lands and environmental hazards shall be addressed as per Chapter 18.67.
6. Street lighting.

18.117.020 Condominiums

A. Purpose. Utah State Code establishes condominiums as a form of subdivision. Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit attached residential dwellings (aka multi-family dwellings). ~~residential condominium dwelling units~~. Conversions of legal and legally non-conforming multi-family dwellings ~~may also be~~ are permitted and approved as per this ordinance.

B. Approval Required. Prior to the construction or conversion of any building or use as determined as a condominium, a subdivision plat and site plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.

C. Submittal Requirementssion of Application. The owner or developer of a proposed condominium project or conversion project shall file an application with the City. Such application shall be accompanied by and be in accordance with the following:

1. The surveyed subdivision plat shall be drawn to scale in accordance with the Heber City subdivision process and current Standard Specifications and Drawings as adopted by the City. Such subdivision plat shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.
2. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, it shall display proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
3. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or homeowners organization (HOA).
4. Where conversions of existing buildings are proposed as part of the project, Aa site and building condition report prepared by a Fire Code and Building Code Official/Inspector containing information that compares the existing construction to the International Building Code and Fire Code requirements, along with an assessment of the general condition of the building and site improvements. shall be submitted as part of the application together with a plan of all proposed improvements and repairs.

D. Standards for Approval. Review by The Planning Commission. After DRM/staff review and application revisions, if needed, the Planning Commission shall review the proposed application, processed as a preliminary plat, and related documents to determine whether the project conforms with all appropriate requirements, Condominiums shall conform to the following.

1. Standard Specifications and Drawings of the City.

D.2. and is in conformance with the The Utah Condominium Ownership Act.

1. For conversions of existing buildings to condominiums, if the Building Official finds that there are any violations to any of the applicable ordinances, building codes, or similar requirements, the Planning Commission may hold the application for the condominium project until such time that all life/safety violations have been corrected.
2. The proposed project shall be consistent with tThe International Fire Code and Adopted Building Codes, verified by inspections through the Building Department and Fire Department.
3. Depending on the current use parking demand, additional parking needs shall be based on occupancy levels and proposed customer demand, but in no way shall it be less than what is required under the zoning district in which the project is proposed.
4. Site access shall be evaluated and modified to meet the needs of the new proposed use, considering traffic patterns, traffic generations, and the anticipated population of the development.
5. A minimum of 20% of the gross area of the site shall be open space
3. If not already in compliance with the Zoning Ordinance, additional landscaping to assure appropriate buffering and compatibility with adjacent uses, is required.

6.4. The development shall conform or shall be made to conform to the parking, landscaping and open space requirements in effect at the time of construction of the development.

~~7.~~5. ~~Utility~~ Utilities and utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility and/or the City Standard Specifications and Drawings.

~~8. Water meters shall be installed according to City Standard Specifications and Drawings at street rights-of-way.~~

~~9. All utilities and utility lines shall be placed within the public right-of-way. However, approved public easements may be permitted if the City Engineer deems them essential for the feasibility of the project.~~

~~10. Each unit shall be provided with readily accessible individual shutoff valves, safety devices, or switches for water, gas and electrical services.~~

~~11.~~6. Prior to recording the final plat, building and site deficiencies shall be corrected or bonded for. The City may hold the Condominium application until such time that all life/safety violations have been corrected.

E. Approval Process. ~~Preliminary and Final Plat Final Approval~~. For previously ~~completed~~ constructed developments, ~~subdivisions or site plans,~~ a follow-up Condominium Plat~~s~~ ~~shall~~may be approved through the procedures for a Small Subdivision. Condominium Plats for developments that have not been constructed and approved through the City's subdivision and site plan procedures shall follow the approval procedures for a Large Scale Subdivision, which includes Preliminary and Final Approvals. ~~are required by Utah State Code to follow a Preliminary and Final Plat Process. The Planning Commission shall be the Land Use Authority for the Preliminary Plat of a condominium plat. The Planning Director, or designee, shall be the Land Use Authority for Final Plat Approval of a condominium plat.~~ Approval of a condominium project shall ~~remain in effect and only~~ expire pursuant to the submittal of a new application that negates the condominium application.

13.04.240 Separate Service Upon Noncompliance

Where two or more premises are now supplied from the same water service, the failure on the part of either of said parties to comply with the provisions of this Chapter shall warrant the Public Works Director in withholding water until a separate service is installed from the City system to water user. Provided, however, Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units expressly permitted by the zoning ordinance may ~~have~~share individual water service~~s provided from private mains~~ pursuant to approval of the City Engineer and pursuant to the requirements of the City's adopted Standards and Specifications.

13.04.270 Installation of Water Services

A. All water services and other pipes used shall be installed in the street park strip or property line per the Heber City Standard Specifications laid not less than five (5) feet below the surface of the ground.
B. All installations and alterations of water services shall be inspected and accepted by the Public Works Department.
C. No private water service shall be extended to provide water to an adjacent parcel. Each parcel of land receiving water shall have its own individual service from the public main.

1. Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units expressly permitted by the zoning ordinance may ~~have~~share individual water service~~s provided from private mains~~ pursuant to approval of the City Engineer and pursuant to the requirements of the City's adopted Standards and Specifications.

13.08.230 Separate Sewers Required

A. A separate and independent building sewer lateral shall be provided for every lot extending from the front of the lot to the main in the street.
   1. Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units expressly permitted by the zoning ordinance may share a private sewer main to serve multiple parcels~~may have individual sewer service provided from private mains~~ or share a single sewer connection pursuant to approval of the City Engineer and pursuant to the requirements of the City's adopted Standards and Specifications.

B. Where one lot stands at the rear or side of another through an adjoining alley, court, yard or driveway and can only be serviced by constructing a private sewer, as determined by the City Engineer, the City will require the owner of the lot needing service to obtain a recorded agreement or easement over the property/lot crossed ~~lot~~. The City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

13.32.270 Separate Connections

It is unlawful for separately described parcels (pursuant to the records of the Wasatch County Recorder) to be supplied from the same City-maintained service valve, unless approved by the City Engineer pursuant to the requirements of the City's adopted Standards and Specifications.

Existing Standards & Specifications Language

Section 00700 – Improvement Requirements

~~1.03 All parcels receiving water, sewer, or irrigation service shall have their own independent services and laterals. These laterals or services shall be contained within the parcel or along the frontage of the property for which the service is intended to eliminate special utility easements crossing adjacent properties.~~

Proposed Standards & Specifications Language

Section 00700 – Improvement Requirements

The City shall own and operate all culinary water mains and appurtenances located on the City side of the city owned customer service box. Sanitary sewer, pressurized irrigation, and storm drain mains and system components located in private roads and areas shall be privately owned unless otherwise approved by the City Engineer. City owned infrastructure located in private areas shall be located within easements granted to Heber City. Notes designating public or private ownership of utilities should be included on development plats whenever possible.

1.03 All residential or commercial parcels receiving water, sewer, and/or irrigation service shall have their own independent services and laterals. These laterals or services shall normally be contained along the parcel frontage within the public right-of-way or in the parcel near the roadway frontage of the property for which the service is intended.

Exceptions to Individual Parcel City Service Requirements:

Condominium units within a shared exterior building structure may share culinary water and sanitary sewer service connections if property owner associations* are established and billing accounts for the property owner associations are established properly with the City.

All units sharing a culinary water connection shall include individual unit shut-off valves and backflow prevention devices. Individual unit sub-metering is also recommended.

Developments with established property owner associations* and shared common areas may utilize shared irrigation services for these areas provided that billing accounts for the property owners associations* are established properly with the City.

Flag-Lot and SDU (Subordinate Dwelling Unit) developments with established property owner associations* may share a private sewer main to serve multiple parcels if the shared private line meets Heber City and Utah Division of Water Quality minimum requirements, is located within an accessible area and City approved easements are established in favor of all parcels using the shared facility. The point of connection into the City sewer system will be at a cleanout or manhole located at the right-of-way line. When a shared private sewer main is approved, each parcel owner will be billed separately for sewer service.

Flag-Lot and SDU developments may also utilize shared irrigation services to serve multiple parcels if the shared portion of the private line is located within an accessible area and City approved easements are established in favor of all parcels using the shared facilities and if property owner associations* are established and billing accounts for the property owner associations are established* properly with the City. Shared irrigation services shall be located along the parcel frontage at the public right-of-way.

Notes:

*Reciprocal Easements or Agreements (or other similar documents) which clearly define ownership and maintenance responsibilities for shared improvements may be used instead of establishing property owner associations when no other reason exists for the property owner association and when specifically approved by the City Attorney. Such documents shall be recorded and referenced on Plats and/or be recorded against the property to run with the land.

18.117.030 Improvements

A. Requirements. The following improvements shall be designed according to Heber City Standard Specifications and Drawings and installed in all subdivisions and developments. The improvements shall include:
   1. Drinking Water, Pressurized Irrigation, Sewer, Storm Drain, Solid Waste:
      a. A potable water supply in amounts and manner as required by all City and State Codes, Standards and Ordinances;
      b. The installation of Drinking Water Mains and Drinking Water laterals;
      c. Sewer mains, and sewer laterals;
      d. Fire hydrants and locations as directed by the Fire Marshal;
      e. Solid waste disposal facilities;
      f. Storm drain system; and
      g. Pressurized irrigation system.
   2. Streets:
      a. The grading and graveling of all streets and the installation of all required culverts
      b. The hard-surfacing of all streets.
      c. Curbs and gutters and sidewalks.
   3. Public Utilities. Electric, cable/internet natural gas, and telephone lines shall be installed. These utilities shall be located underground. Existing above ground utilities are not required to be placed underground.
   4. Survey Monuments.
   5. Sensitive lands and environmental hazards shall be addressed as per Chapter 18.67.
   6. Street lighting.

18.117.020 Condominiums

A. Purpose. Utah State Code establishes condominiums as a form of subdivision. Commercial and industrial condominiums are permitted in any zone that permits commercial and industrial uses. Residential condominiums are permitted only in zones that specifically permit attached residential dwellings (aka multi-family dwellings). . Conversions of legal and legally non-conforming multi-family dwellings are permitted and approved as per this ordinance.
B. Approval Required. Prior to the construction or conversion of any building or use as determined as a condominium, a subdivision plat and site plan shall be submitted to and be approved by Heber City in conformance with the procedures, requirements, and standards contained within the Heber City Code and the requirements of the Utah Condominium Ownership Act.
C. Submittal Requirements. The owner or developer of a proposed condominium project or conversion project shall file an application with the City. Such application shall be accompanied by and be in accordance with the following:
   1. The surveyed subdivision plat shall be drawn to scale in accordance with the Heber City subdivision process and current Standard Specifications and Drawings as adopted by the

City. Such subdivision plat shall be prepared by a licensed engineer or architect and shall certify the final condominium plat.

2. The proposed project shall be at a scale no less than 1 inch equals 40 feet and shall designate the location of all buildings present, needed or proposed. Further, it shall display proposed street right of ways, utilities, irrigation ditches, common areas including the location of utility lines and easements, location of storage, parking, driveways, pedestrian ways, curb, gutters, walls, fences and landscaping.
3. The petitioner shall prepare and provide copies of the condominium declaration and bylaws or homeowners organization (HOA).
4. A site and building condition report prepared by a Fire Code and Building Code Official/Inspector containing information that compares the existing construction to the International Building Code and Fire Code requirements, along with an assessment of the general condition of the building and site improvements.

D. Standards for Approval. Condominiums shall conform to the following.
    1. Standard Specifications and Drawings of the City.
    2. The Utah Condominium Ownership Act.
    1.
    2. The International Fire Code and Adopted Building Codes, verified by inspections through the Building Department and Fire Department.
    3.
    4. The development shall conform or shall be made to conform to the parking, landscaping and open space requirements in effect at the time of construction of the development.
    5. Utilities and utility meters shall be installed to the development and/or each condominium unit as specified by the applicable utility and/or the City Standard Specifications and Drawings.
    6. Prior to recording the final plat, building and site deficiencies shall be corrected or bonded for. The City may hold the Condominium application until such time that all life/safety violations have been corrected.

E. Approval Process. . For previously constructed developments, a follow-up Condominium Plat may be approved through the procedures for a Small Subdivision. Condominium Plats for developments that have not been constructed and approved through the City's subdivision and site plan procedures shall follow the approval procedures for a Large Scale Subdivision, which includes Preliminary and Final Approvals. Approval of a condominium project shall expire pursuant to the submittal of a new application that negates the condominium application.

13.04.240 Separate Service Upon Noncompliance

Where two or more premises are now supplied from the same water service, the failure on the part of either of said parties to comply with the provisions of this Chapter shall warrant the Public Works Director in withholding water until a separate service is installed from the City system to water user. Provided, however, Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units expressly permitted by the zoning ordinance may share individual water services pursuant to approval of the

City Engineer and pursuant to the requirements of the City's adopted Standards and Specifications.

13.04.270 Installation of Water Services

A. All water services and other pipes used shall be installed in the street park strip or property line per the Heber City Standard Specifications laid not less than five (5) feet below the surface of the ground.
B. All installations and alterations of water services shall be inspected and accepted by the Public Works Department.
C. No private water service shall be extended to provide water to an adjacent parcel. Each parcel of land receiving water shall have its own individual service from the public main.
    1. Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units expressly permitted by the zoning ordinance may share individual water services pursuant to approval of the City Engineer and pursuant to the requirements of the City's adopted Standards and Specifications.

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B. Where one lot stands at the rear or side of another through an adjoining alley, court, yard or driveway and can only be serviced by constructing a private sewer, as determined by the City Engineer, the City will require the owner of the lot needing service to obtain a recorded agreement or easement over the property/lot crossed. The City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

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Existing Standards & Specifications Language

Section 00700 – Improvement Requirements

~~1.03 All parcels receiving water, sewer, or irrigation service shall have their own independent services and laterals. These laterals or services shall be contained within the parcel or along the frontage of the property for which the service is intended to eliminate special utility easements crossing adjacent properties.~~

Proposed Standards & Specifications Language

Section 00700 – Improvement Requirements

The City shall own and operate all culinary water mains and appurtenances located on the City side of the city owned customer service box. Sanitary sewer, pressurized irrigation, and storm drain mains and system components located in private roads and areas shall be privately owned unless otherwise approved by the City Engineer. City owned infrastructure located in private areas shall be located within easements granted to Heber City. Notes designating public or private ownership of utilities should be included on development plats whenever possible.

1.03 All residential or commercial parcels receiving water, sewer, and/or irrigation service shall have their own independent services and laterals. These laterals or services shall normally be contained along the parcel frontage within the public right-of-way or in the parcel near the roadway frontage of the property for which the service is intended.

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All units sharing a culinary water connection shall include individual unit shut-off valves and backflow prevention devices. Individual unit sub-metering is also recommended.

Developments with established property owner associations* and shared common areas may utilize shared irrigation services for these areas provided that billing accounts for the property owners associations* are established properly with the City.

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Flag-Lot and SDU developments may also utilize shared irrigation services to serve multiple parcels if the shared portion of the private line is located within an accessible area and City approved easements are established in favor of all parcels using the shared facilities and if property owner associations* are established and billing accounts for the property owner associations are established* properly with the City. Shared irrigation services shall be located along the parcel frontage at the public right-of-way.

Notes:

*Reciprocal Easements or Agreements (or other similar documents) which clearly define ownership and maintenance responsibilities for shared improvements may be used instead of establishing property owner associations when no other reason exists for the property owner association and when specifically approved by the City Attorney. Such documents shall be recorded and referenced on Plats and/or be recorded against the property to run with the land.

Heber City Council Staff Report

MEETING DATE:	10/6/2026
SUBJECT:	Ordinance 2026-21 Adopting update to the Telecommunications Ordinance
RESPONSIBLE:	Tony Kohler
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community Development

SUMMARY

The proposed code amendment will require cell towers to be setback over 300' from existing homes and be setback at least 150% of their height from a residential property line. The amendment also increases the permitted height of monopoles to 80 feet in certain zones in order to accommodate co-location of 3 carriers, which is a requirement of the Telecommunications Ordinance. The Planning Commission held a public hearing on August 25, 2026 and is recommending approval of the proposed amendment.
The policy question for Council is:
• Should the City approve Ordinance 2026-21, adopting the proposed amendment to the Telecommunications Ordinance?

RECOMMENDATION

Staff recommends approval of Ordian cne 2026-21.

BACKGROUND

The proposed code update does the following:

1. Increases the minimum setback for cell towers from 115% of the pole height to 150% of the pole height as measured from the pole to a residential lot line.
2. Adds a new setback of at least 300 feet as measured from the pole to an existing home.
3. Changes the maximum height from 35 feet/65 feet (depending upon zone) to 80' feet in the MURCZ, NVOZ, BMP, IPF, PC, MCZ, A2, RA-1 and RA-2 Zones to ensure co-location can be accommodated, as the shorter heights cannot accommodate 3 providers on each pole.

DISCUSSION

Changing the maximum height to 80' will accommodate co-location on cell towers, thus reducing the demand for additional towers throughout the City. The current 35-foot height limit does not allow for co-location, as carriers need to have their antennas separated by 10 feet, which would place a

second carrier at 25 feet, which is not tall enough for adequate service. The larger setbacks will ensure existing homes are separated from cell towers in the future. And the minimum 1-mile spacing will ensure future towers are separated from each other.

Since the last Council meeting, there were some identified clarifications to the text that have been incorporated into the draft:

- Height measured to structure of the monopole excluding stealth material
- Setback measured to center of pole
- Existing dwellings defined as those in existence prior to a land use application for a monopole
- New regulations apply to pending applications

Pros to the proposed amendment include: it will ensure monopoles are separated from existing dwellings and would allow taller monopoles in areas where cell service is needed.

Cons to the proposed amendment include the potential for more visible, taller monopoles to be installed in the community, impacting visual aesthetics.

FISCAL IMPACT

The proposed amendment does not have a fiscal impact to the City.

CONCLUSION

The proposed amendment will promote better cell service in the community, will protect existing residences from cell towers being located closer than 300 feet and will promote fewer cell towers in the community, as the taller cell towers will be able to accommodate 3 cell providers instead of 1.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial

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

ACCOUNTABILITY

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

EXHIBITS

1. Ord 2026-21 Telecom Update

ORDINANCE 2026-21

TELECOMMUNICATIONS FACILITIES

An ordinance amending the Telecommunications Facilities regulations in Chapter 18.110 of the Heber City Municipal Code to permit certain Telecommunications facilities to be placed at a height of 80 feet.

WHEREAS, Heber City maintains land-use, development, and public-utility regulations to promote orderly growth, protect public health and safety, and ensure high-quality infrastructure for residents and businesses;

WHEREAS, advancements in telecommunications technology, including broadband, wireless facilities, and related infrastructure, require periodic updates to municipal ordinances to remain consistent with current industry standards and federal and state regulatory frameworks;

WHEREAS, the proposed updates improve consistency, eliminate outdated or conflicting language, and align City regulations with best practices for siting, permitting, and managing telecommunications facilities;

THEREFORE, the City Council finds that updating the Telecommunications Ordinance supports reliable service delivery, enhances public safety, and ensures that telecommunications providers operate in a manner compatible with surrounding land uses and community character.

BE IT ORDAINED by the City Council of Heber City, Utah, Sub-Section 18.110.110 C. & D. of Heber City Municipal Code is hereby amended to read as shown in Exhibit A.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

This Ordinance shall take effect immediately upon passage and applies to any complete applications already on file with the City.

PASSED, APPROVED AND ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL THIS 6TH DAY OF OCTOBER, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Morgan Murdock	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

EXHIBIT A

C. Monopoles
   1. Antenna Height. The antenna itself shall not exceed ten feet (10') in height.
   2. Setback. New monopoles shall be setback the greater distance of the following:
      a. At least 300 feet, measured from the center of the monopole, to any dwelling in existence prior to the submittal of a complete landuse application requesting approval of the monopole; or
      b. At least 150% of the height of the monopole, measured from the center of the monopole to the nearest residentially zoned lot line.
   3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

D. Tower Height by Zone. The maximum height for any tower shall be as follows. For stealth monopoles, maximum height is measured to the top of the structure of the monopole and excludes lightning rods, antenna (up to 10 feet) and stealth materials (ie branches).

Commercial, Mixed Use, and Industrial Zone

C2	C3	C4	MURCZ	NVOZ	I1	I2	BMP	IPF
100'	-	100'	80’	80’	100'	100'	80’	80’
Utility Metering Infrastructure may utilize a tower up to 100' in any zone.								

Residential, Mountain, and Agricultural Zones

R1	R2	R3	PC	MCZ	A2	RA1	RA2
35'	35'	35'	80’	80’	80’	80’	80’
Utility Metering Infrastructure may utilize a tower up to 100' in any zone.							

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Celebration Housing MDA
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 400 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 the impact fees for the development of 148 affordable residential units.

Policy question for the Council is as follows:
- Should the City approve the proposed Development Agreement for Celebration Housing?

RECOMMENDATION

Staff recommends approval of the proposed MDA (aka Master Development Agreement).

BACKGROUND

Mr. Watts has petitioned the City for a development agreement on the property located at approximately 400 East 1200 South. This application has been in process since 2023. The Planning Commission discussed the application at a work meeting on July 11, 2023 and held a public hearing on August 22, 2023 and recommended approval of a development agreement for the development. The City Council has reviewed the development agreement term sheet in several work meetings.

See meeting minutes and supplemental information online here:

- Planning Commission Work Meeting, July 11, 2023: https://hebercityut.portal.civicclerk.com/event/19/files/agenda/111
- Planning Commission Public Hearing, August 22, 2023: https://hebercityut.portal.civicclerk.com/event/32/files/agenda/147
- City Council Work Meeting, April 2, 2024: https://hebercityut.v8.civicclerk.com/Meetings/AgendaPreview?id=67

- City Council Work Meeting, October 7, 2025: https://hebercityut.v8.civicclerk.com/Meetings/Agenda?id=217
- City Council Work Meeting, December 16, 2025: https://hebercityut.v8.civicclerk.com/Meetings/AgendaPreview?id=223
- City Council Work Meeting, June 16, 2026 https://hebercityut.portal.civicclerk.com/event/533/files/agenda/1582

Since 2023, Mr. Watts has been working on finding parking solutions and financial partners for the development, two of the biggest challenges for the development. The process for approving a development agreement entails a requirement for the Planning Commission to hold a public hearing and make a recommendation on the application, and finally for Council to consider approval of an MDA (Master Development Agreement).

The proposed development consists of 148 affordable residential units as follows:

Bedrooms	Units
1	74
2	24
3	50

The development agreement grants the following benefits to the development:

- Financing, deferral and waiver of approximately $3.04 million in impact fees and building fees for 12 years.
- Approves residential units in the C-2 Commercial Zone in separate buildings where mixed use buildings and street facing commercial are typically required.
- Approves the proposed elevations, site plan and uses as prevailing in the event of conflict with the City's C-2 Commercial Zone and C-2 Design Criteria.
- Approves residential development within the airport approach area where homes are typically discouraged.
- Approves parking stalls for the development. Typically 2 parking stalls are required for each residential unit (296 stalls); the agreement permits the use of the City's Mixed Use Town Center Parking Ratios from the Parking Ordinance as shown in the table in the MDA, resulting in 229 required parking stalls. The MDA asks for the development to accommodate parking along the second point of access for overflow parking.

The development agreement grants the following benefits to the public.

- Prior to issuance of a certificate of occupancy, deed restrictions are required to be recorded for the 148 units requiring as follows:

Units	AMI (Area Median Income)
15 (10%)	40%
59 (40%)	65%
74 (50%)	80%
148 residential units total	

DISCUSSION

The City should discuss whether it is getting sufficient value to justify the City's contributions, considering the following:

1. Half of the units are at 80% AMI, which is currently market rate. Additionally, the developer is asking for the ability to convert those units to for-sale unrestricted units if the project has financial issues. Thus, the developer is basically providing roughly 14 units at 40% AMI and 55 units at 65% AMI.
2. The Deed Restrictions will last for 30 years. Still a lot of time, but not perpetual.
3. The developer is asking for the City to loan $3.2 million for impact fees and for the City to waive building permit fees. The City will have a lien against the property for repayment in 12 years at 4%, but 12 years is a long time to get repaid and there is always some risk.

FISCAL IMPACT

The estimated financial impact to Heber City is as follows:
$1.7 million deferred Heber City Impact Fees
$1.24 million financed Impact Fees from other organizations
$106,000 waived Building Fees
TOTAL: $3,044,543 (MDA permits up to $3.2 million)

The money used for this comes from the payment of Affordable Housing Fee-in-Lieu Fees from other developers

CONCLUSION

The proposed MDA helps facilitate the creation of 148 affordable residential units, further implementing the goals of the Heber City General Plan:

1. Heber City will continue to provide a realistic opportunity to meet the estimated needs for additional moderate-income housing.
2. Heber City will continue to foster partnerships with non-profit organizations and developers, and identify new funding sources implement affordable housing policies.
3. Heber City will continue to work with the County Housing Authority to increase the supply of affordable housing.
4. Consider deed restriction programs to keep new moderate income housing units affordable to target populations.
5. Consider general fund expenditures to waive or reduce constructon related fees that are otherwise generally imposed by the City.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

ACCOUNTABILITY

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

EXHIBITS

1. Celebration Housing Fees 7-30-26
2. Celebration Housing Elevations
3. C23-010 PARKING EXHIBIT-1
4. Celebration MDA 9.28 for Packet - 4897-3202-2740 - 1
5. Sample Deed Restrictions for Celebration - 4934-2052-0404 - 1

Celebration Housing Estimated Fees

Draft: August 4, 2026

Deferred Heber City Impact Fees	Measurement	Amount	Units
Culinary Water Impact Fee	2" meter	$29,857	16
Sewer Impact Fee	ERU	$1,562	119.2
Streets	DU	$3,193	148
Pressurized Irrigation	SF	$55,048	0.17
Parks/Trails	DU	$3,536	148
Public Safety	DU	$222	148
HC IMPACT FEE SUBTOTAL			
Financed Impact Fees	**Measurement**	**Amount**	**Units**
HVSSD Impact Fee	ERU	$4,170	119.2
Heber Power & Light Impact Fee	DU	$3,456	148
Wasatch Fire District Impact Fee			
OTHER IMPACT FEE SUBTOTAL			
Wavied Building Fee			
Building Fee			
TOTAL FINANCED/WAIVED FEES			
Other Fees Not Waived, Financed or Deferred			
Water Hookup Fees	2" meter	$3,141	16
Plan Review Fee			
State Surcharge			
TOTAL UNFINANCED FEES			

Subtotal
$ 477,712
$ 186,190
$ 472,564
$ 9,358
$ 523,328
$ 32,856
$ 1,702,009
Subtotal
$ 497,064
$ 511,488
$ 228,230
$ 1,236,782
$ 105,753
$ 3,044,543
$ 50,259
$ 41,751
$ 1,607
$ 93,617



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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

13 MAR. 2026



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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D203

13 MAR. 2026



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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D204

13 MAR. 2026



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CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

EXTERIOR VIEWS

D205

13 MAR. 2026



Think Architecture

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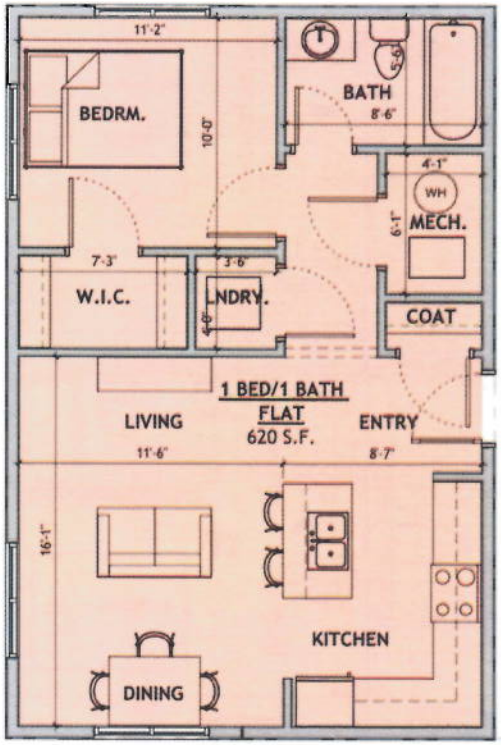
CELEBRATION WORK FORCE HOUSING

HEBER CITY, UT

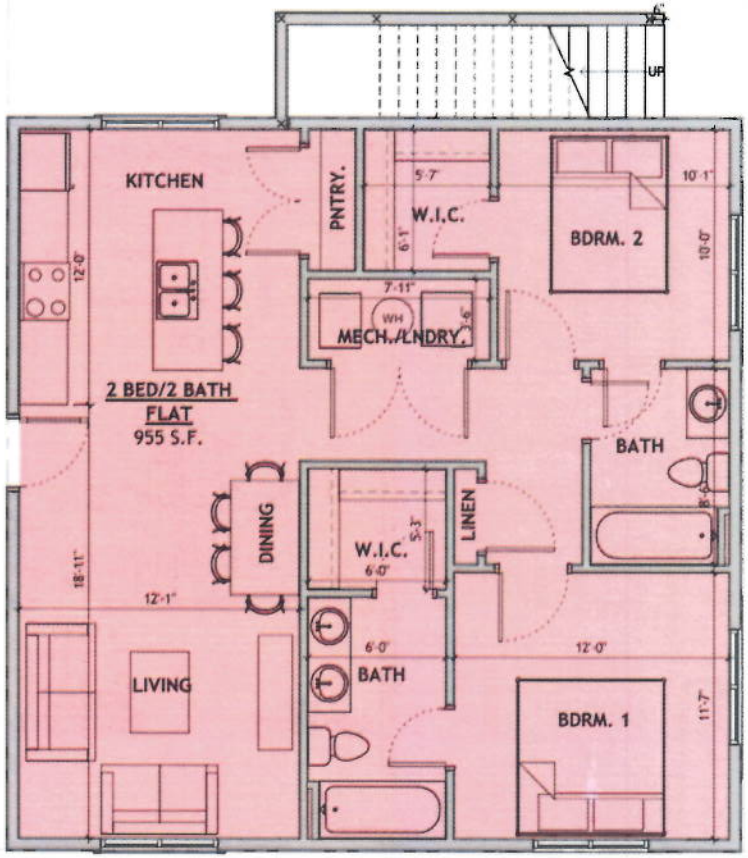
EXTERIOR VIEWS

D206

13 MAR. 2026

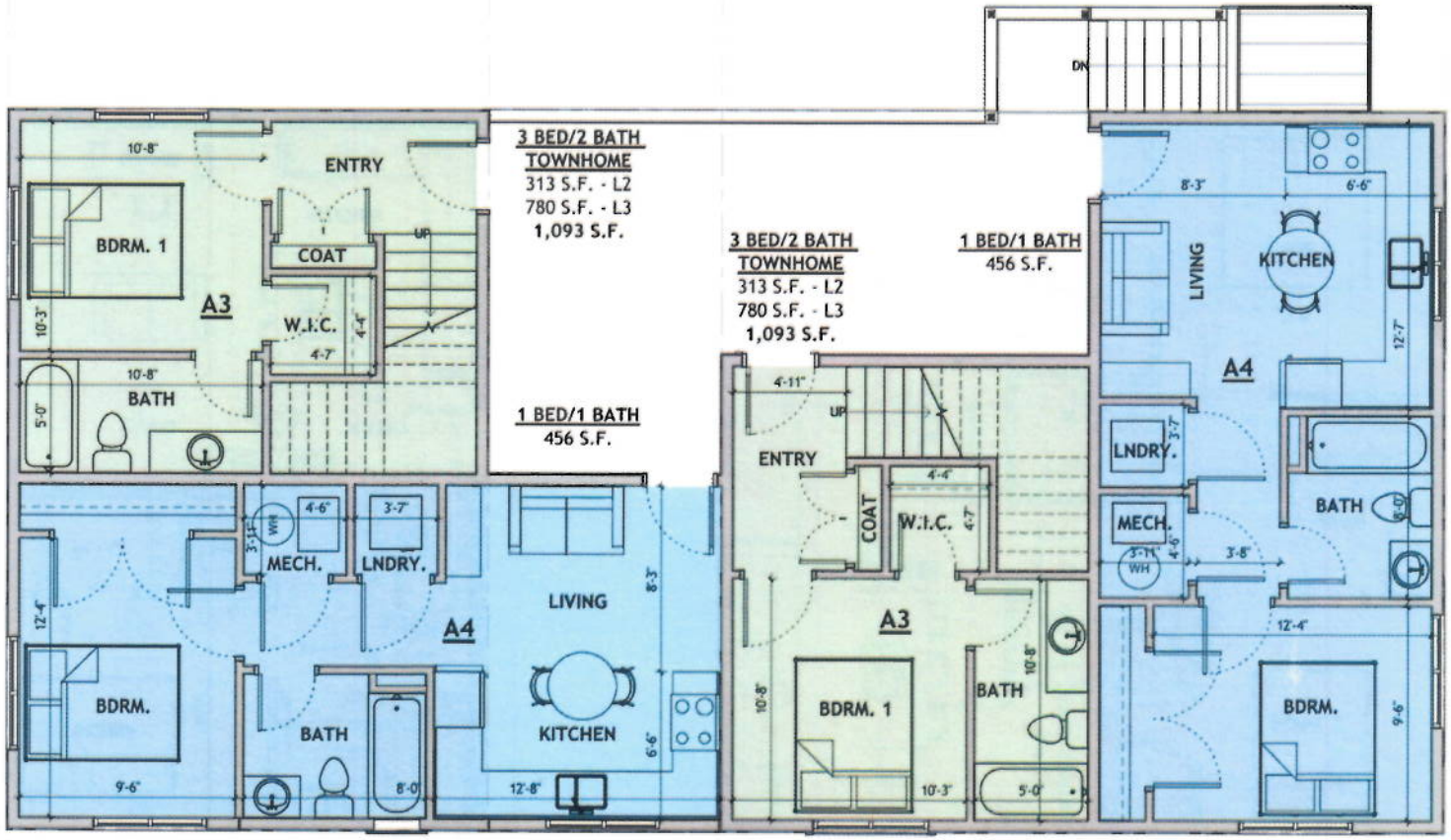


A1

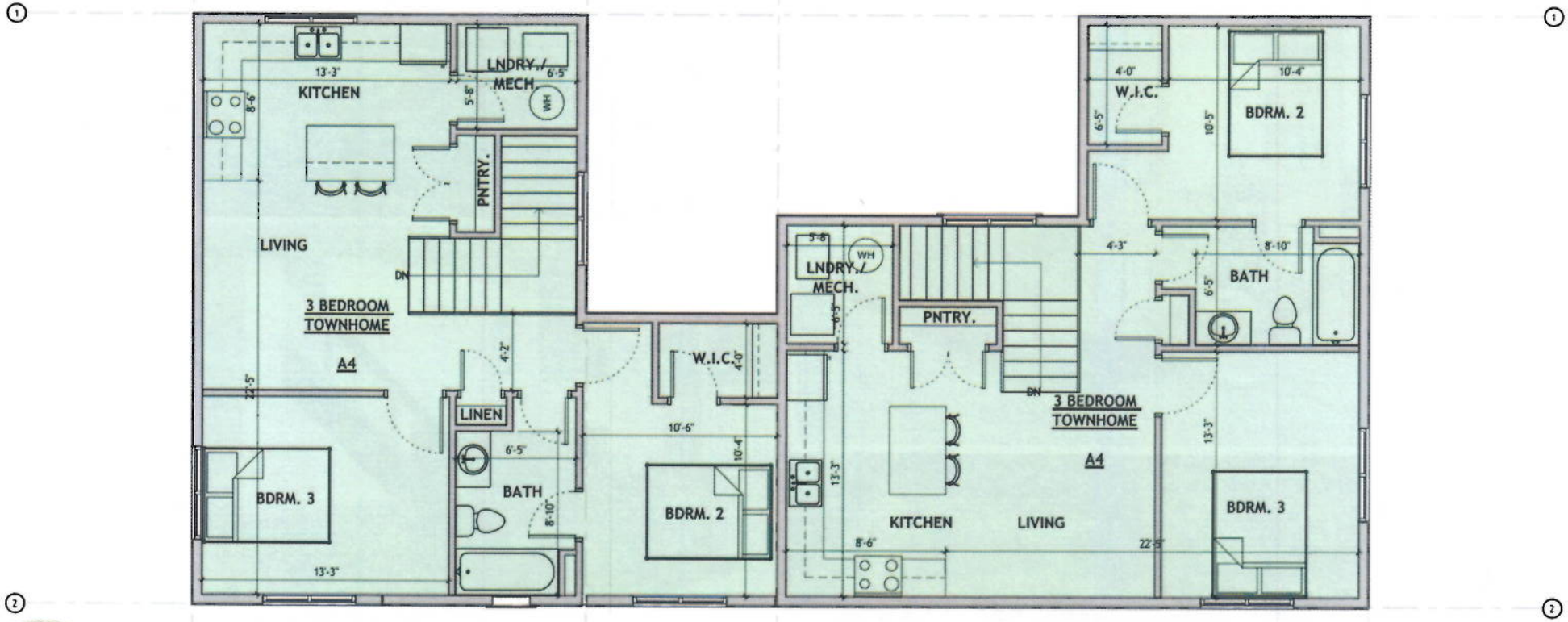


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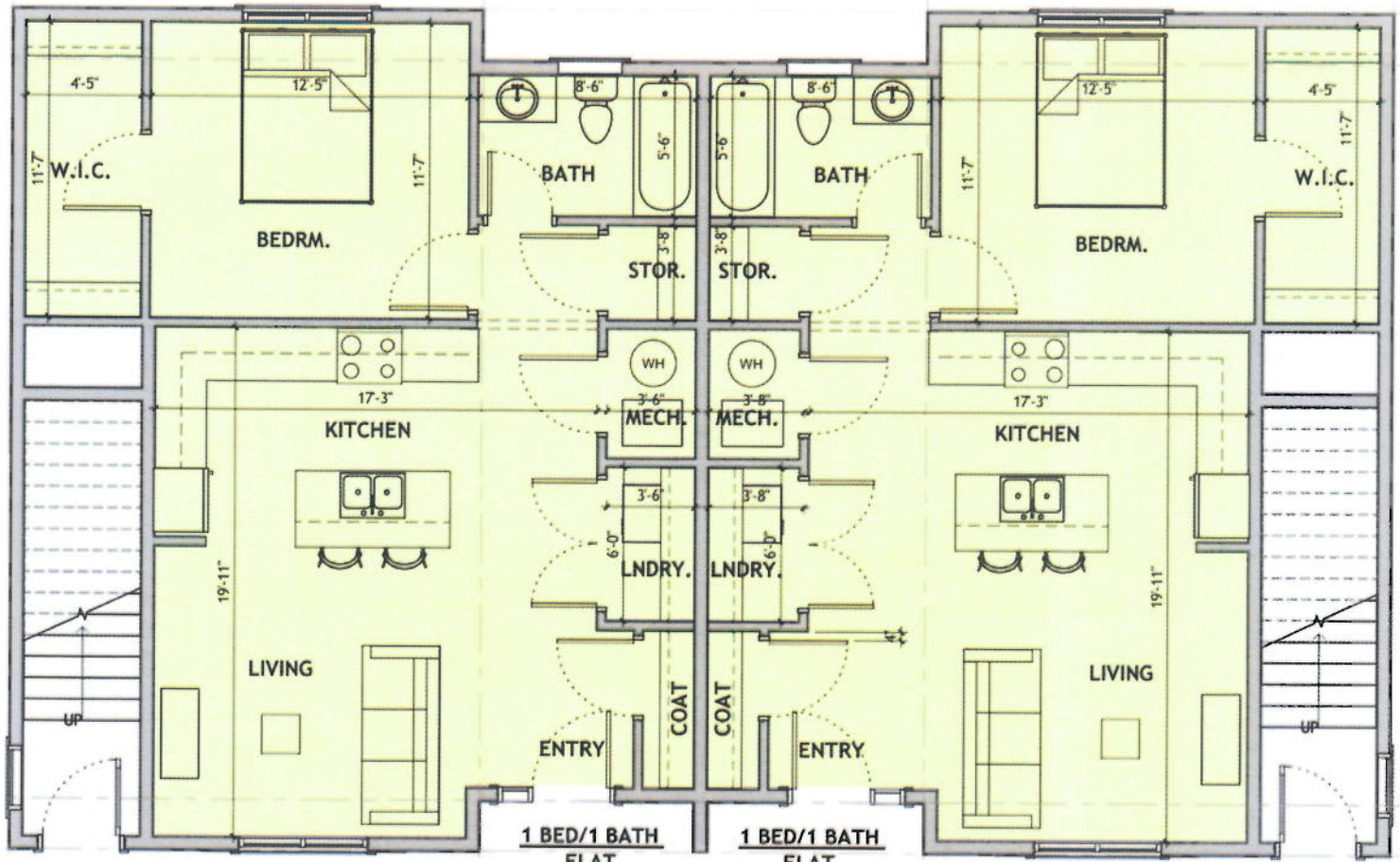
BLD A – 1st Floor



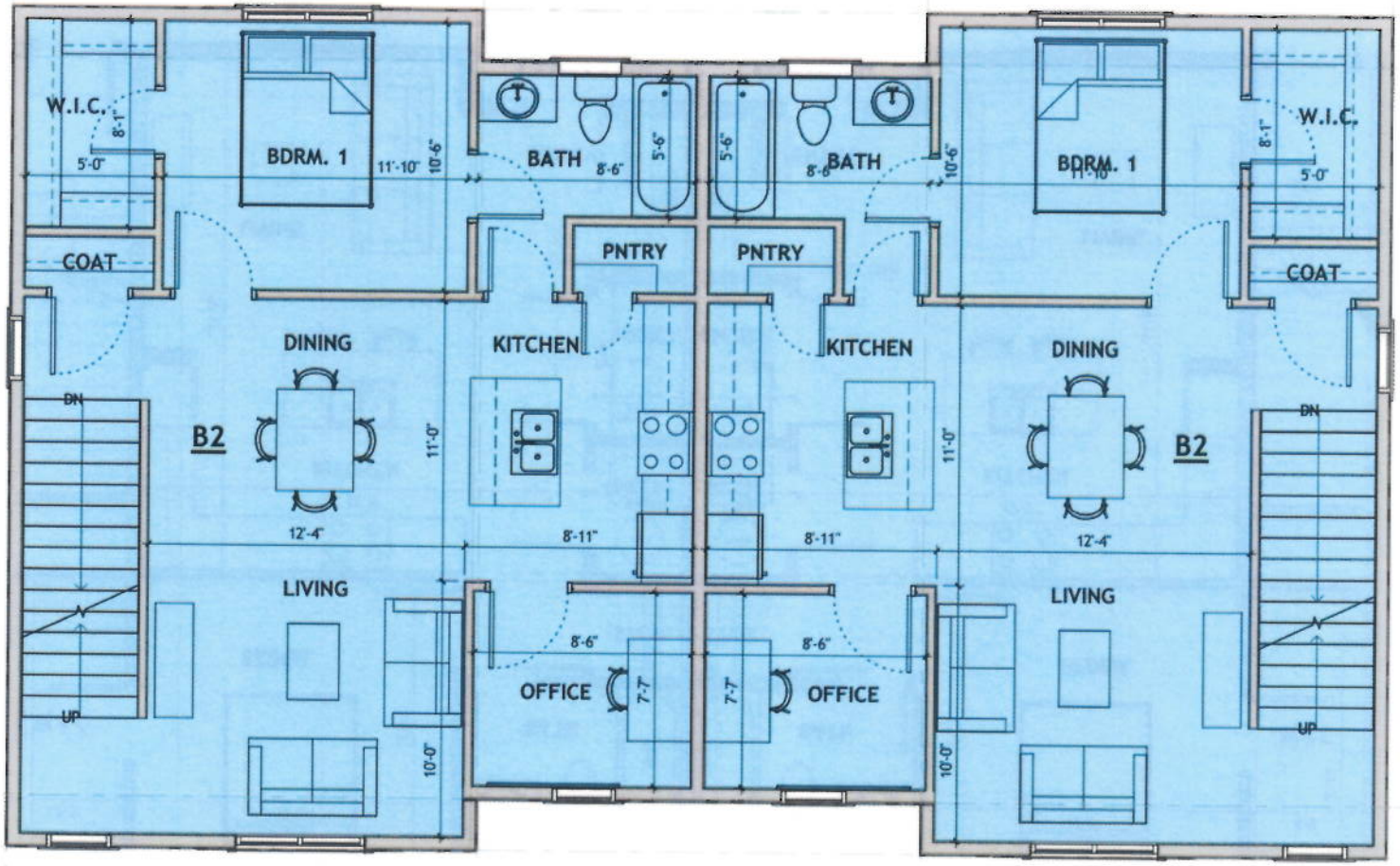
BLD A – 2nd Floor



BLD A – 3rd Floor



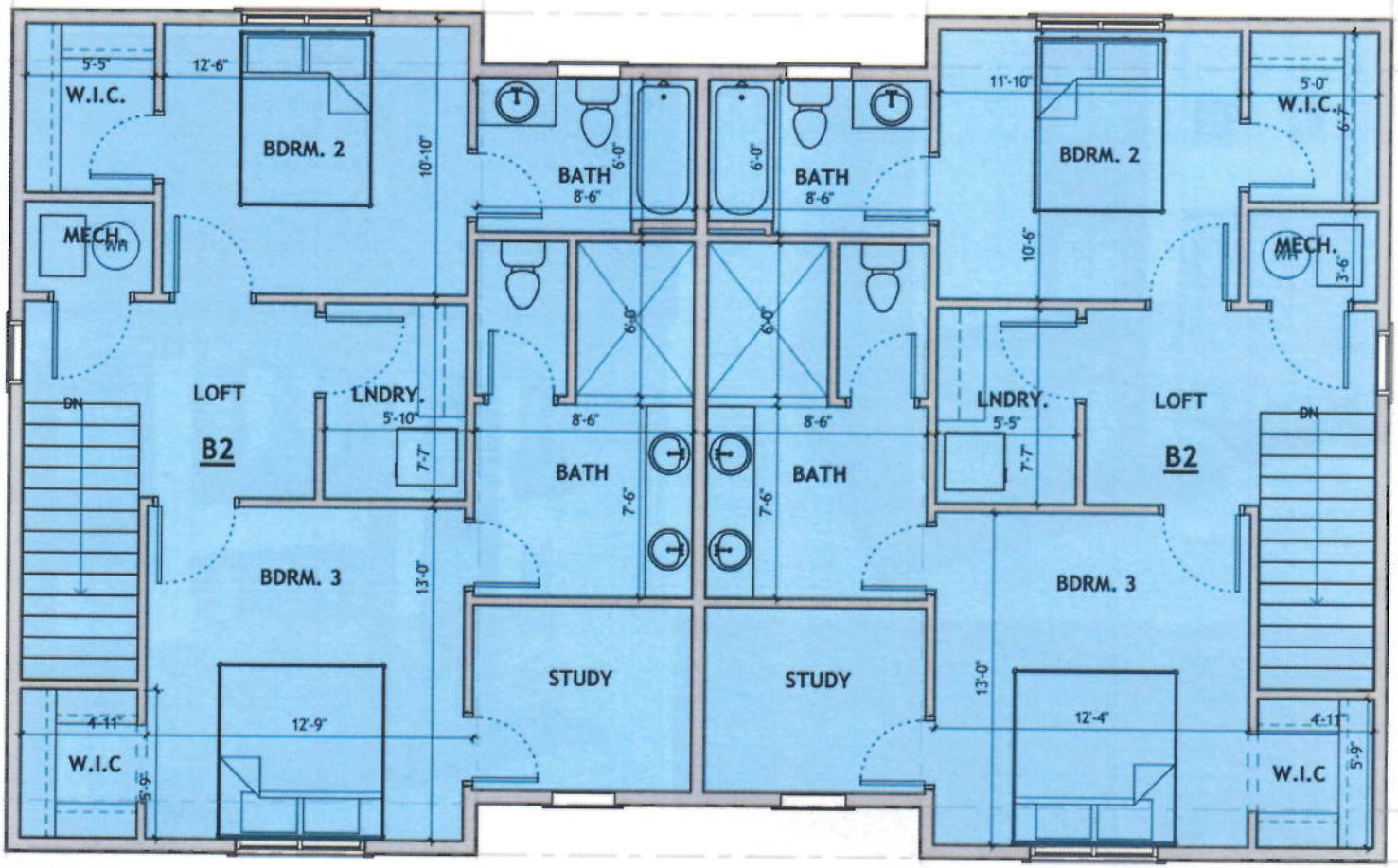
BLD B – 1st Floor



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

BLD B – 2nd Floor

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

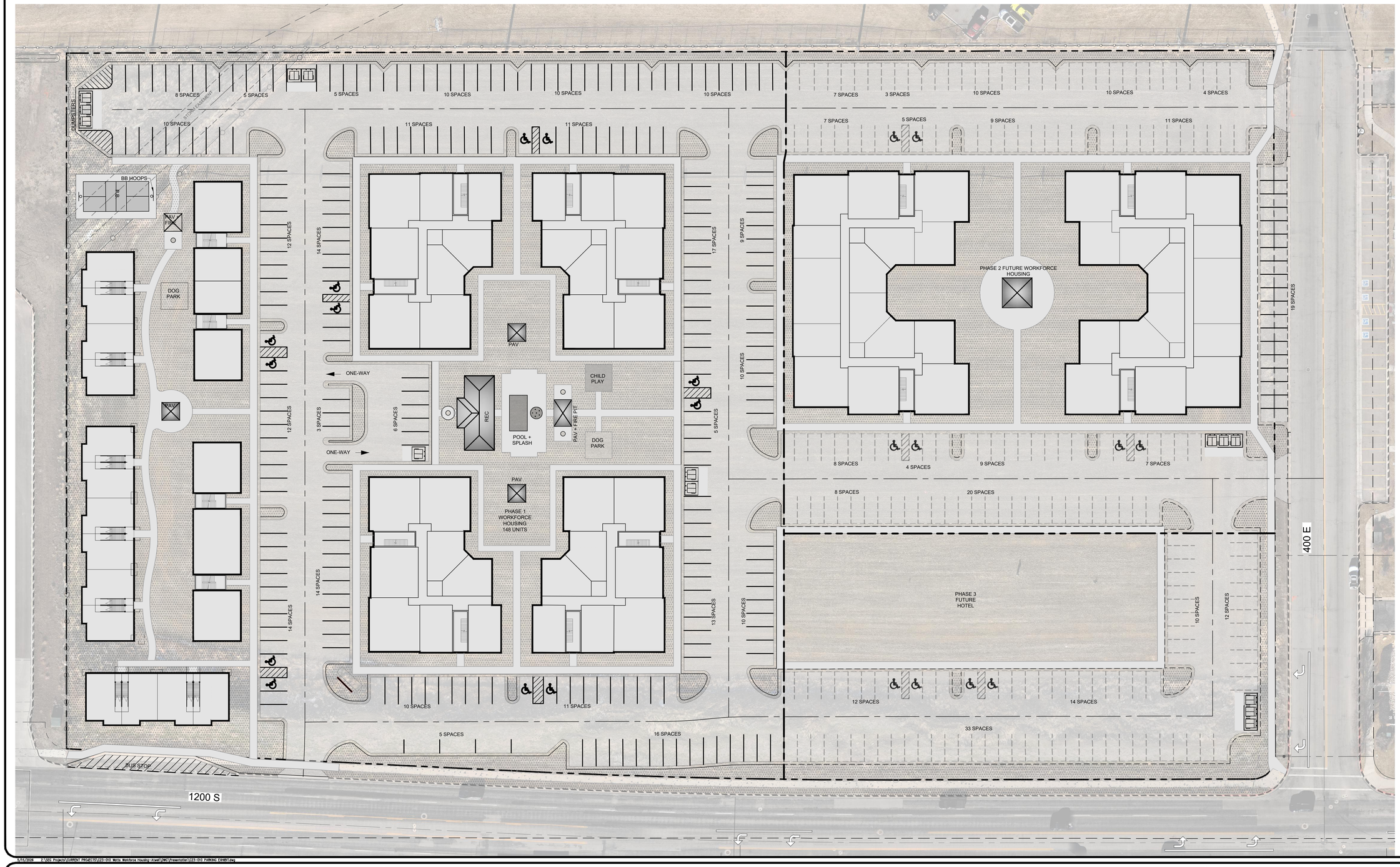


BLD B – 3rd Floor

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	ATWELL 866.850.4200 www.atwell.com 55 W CENTER STREET HEBER CITY, UT 84032 435-654-9229
SHEET 1 OF 1	PROJECT HEBER VALLEYS "CELEBRATION"		REVIEWED BY: BMB	
			SCALE: 1" = 30' / ISSUE DATE 5/15/2026	

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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.

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 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 4.5 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 E 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 **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.

1.2.6 **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.

1.2.7 **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.

1.2.8 **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.

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

1.2.10 **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.

1.2.11 **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, which may be recorded as a single parcel, or as provided in paragraph 9 of this agreement, may be recorded to reflect each individual housing unit being designated as a condominium with a separate and distinct tax identification number.

1.2.12 **Infrastructure Plan** means the final City accepted civil construction drawings resulting from a development application approval according to applicable City policies, processes, codes and standards as specified in this agreement, including culinary water, secondary water, storm water, sanitary sewer, public and private roads, and other site amenities and improvements.

1.2.13 **Loan Documents** means any note, deed of trust or other instrument that is related to or secures any loan made by City to Developer.

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

1.2.15 **Mortgage** means (1) 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.

1.2.16 **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.

1.2.17 **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.

1.2.18 **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.

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

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

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

1.2.22 **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 be 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

The Site Plan, Proposed Land Uses and Building Elevations shall prevail if there is any conflict with the City's C-2 Commercial Zone and the C-2 Design Criteria.

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. City agrees that residential development is allowed within the Project, but Developer shall comply with all other Airport Overlay Zone requirements, including, but not limited to, FAA Part 77 notice requirements.

3.3 **Access Road and Parking**. The Site Plan depicts an access road along the North edge of the Project (the "**Access Road**"). The Access Road shall be dedicated as part of the Phase 1 Plat and constructed in conjunction with the Project at a minimum width of 26' to provide a second point of access to the development and to provide additional overflow parking for the Project. The parking along the Access Road shall not count as parking for Phase 2 of the Project unless the City determines that parking for Phase 1 is adequate to meeting the parking needs for Phase 1 without the parking along the Access Road. Subject to the foregoing, the number of parking stalls required for the development will be calculated based on the following:

Studio Units	1.0 space per unit (25% of parking stalls may be compact spaces)
One Bedroom Units	1.25 spaces per unit
Two Bedroom Units	1.5 spaces per unit
Three Bedroom Units	2.0 spaces per unit

Four Bedroom Units 2.0 spaces per unit
Guest/visitor parking 0.25 spaces per unit

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.

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 **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;

4.4.2 **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;

4.4.3 **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;

4.4.4 **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.

4.4.5 **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;

4.4.6 **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;

4.4.7 **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code § 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;

4.4.8 **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

4.4.9 **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 § 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 twelve (12) 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 development 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. Termination of this Agreement shall not relive the Developer of any obligation to repay the financed impact fees or in any way alter, amend or terminate any notes or deeds of trust related to the Project.

6. **Public Improvements.**

6.1 **Utilities and On-Site Infrastructure.** Developer shall prepare an Infrastructure Plan (a/k/a Civil Drawings) for the Project. Developer shall have the responsibility and obligation to construct and fund, or cause to be constructed and installed, 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 the Project will be served by Heber City sanitary sewer, culinary water and secondary irrigation systems.

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 may need to be enlarged, increased or otherwise "upsized" or upgraded" at the request of the City 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. In accordance with the Utah Impact Fee Act (Utah Code § 11-36a-101, *et seq*. (2026)), if the City requires Developer to upsize infrastructure, the City shall enter into a reimbursement agreement with Developer to reimburse Developer for upsizing Off-site System Improvements to serve their property as required by State law.

6.3 **Impact Fee Credits.** As outlined in this Agreement, City intends to finance some or all of the impact fees owed to the City as part of the Project. City may, at its sole discretion, credit the amount owed to Developer for constructing any excess improvements against the balance of impact fees owed to the City by the Developer.

6.4. **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. **Affordable Housing Requirement.**

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 80% 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. The 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 and building permit fees (including and building permit fees) for the Project will be approximately Three Million Two Hundred Thousand Dollars ($3,200,000). A breakdown of the estimated impact fees and permit fees is attached hereto as **Exhibit E**. City has tentatively agreed to finance up to $3,200,000 of 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**"). City reserves the right, in the City's

sole discretion, to adjust the City Loan amount or not extend the City Loan. The City Loan is subject to the following conditions and requirements:

(1) Developer shall provide to City a pro-forma financial statement, Project construction costs, construction loan documents, and other financial information related to the Project that is requested by the City;

(2) The City Loan shall be secured by a second position deed of trust in a form acceptable to the City that is subordinate only to any construction loan provided by the U.S. Department of Housing and Urban Development ("HUD") or other lender(s) that provide construction financing for the Project;

(3) City's third-party fees and costs related to the City Loan shall be included in the principal loan amount;

(4) If requested by City, Developer shall coordinate meetings or correspondence between City, HUD or other lenders providing construction financing for the Project.

9. **Conversion to For-Sale Units**. If due to economic hardship or other unforeseen financial hardship associated with the Project, the Project becomes financially unviable, HUD initiates a foreclosure action, or Developer cannot fully repay the City Loan, the City shall allow Developer to convert the 80% AMI units (which represent 50% of the total units) to for-sale market rate units and remove all deed restrictions for said units, including, but not limited to those restrictions described in paragraph 7 of this Agreement. If Developer converts units to for-sale market rates units during the term of the City Loan, the City Loan shall become immediately due and payable.

10. **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.

11. **Construction Standards and Requirements.**

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

11.2 **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, Developer shall, at its 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 Developer 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.

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) calendar days following the receipt of written notice of such failure from the other party shall constitute a "Default" under this Agreement.

13.1 **Notice**. Any notice of default ("**Default Notice**") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

13.2. **Cure**. Following receipt of a 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. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

13.3. **Developer's Remedies Upon Default**. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

13.4 **City's Remedies Upon Default**. In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

14. **No Merger / Resolution of Conflict**. In no event shall the Loan Documents merge with this Agreement. In the event of any conflict between this Agreement and the Loan Documents, the Loan Documents shall control.

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 informal 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. 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.

23. **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 and specifying the address for service thereof, then the City shall deliver to such Mortgagee any notice of default or determination of noncompliance given to the 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.

24. **Termination**

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;

(ii) Completion of the Project and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under 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.

25. **Insurance and Indemnification.** Developer 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 Developer, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 F,** shall not be recorded. A secure copy of **Exhibit F** 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.

35. **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.

36. **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.

37. **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.

38. **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.

DATED this _____ day of _____, 2026.

CELEBRATIONS DEVELOPMENT, LLC
a Utah Limited Liability Company

_____
Signature
Print Name: _____

Title: _____

STATE OF UTAH)
:§.
COUNTY OF _____)

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

_____
NOTARY PUBLIC

DATED this _____ day of _____, 2026.

HEBER CITY

_____
Heidi Franco, Mayor

Approved as to form and legality:

City Attorney

By:_____

Attest:

City Recorder

By:_____

EXHIBIT A

Legal Description

EXHIBIT B

Site Plan

EXHIBIT C

Building Elevations

EXHIBIT D

Sample Deed Restrictions

EXHIBIT E

Impact Fee and Building Permit Costs

EXHIBIT F

City Development Code

WHEN RECORDED, RETURN TO:

Wasatch County Housing Authority
175 N. Main Street, Suite 201
Heber City, Utah 84032

AFFORDABLE HOUSING UNIT RESTRICTIONS

THESE RESTRICTIONS CONCERNING AFFORDABLE HOUSING (hereinafter this "**Deed Restriction**") govern the is made and entered into as of the date last signed below (the "**Effective Date**") by Heber City, a municipality of the State of Utah (the "**City**"), Wasatch County Housing Authority ("**WCHA**") and_____, a Utah limited liability company ("**Developer**"). City, WCHA and Developer may be referred to individually as a "party" or collectively as the "parties."

Recitals

A. On or about _____, Developer and City entered into that certain Development Agreement for the Celebration Workforce Housing Phase 1 (the "**DA**"), as amended, which, among other things, requires Developer to construct and maintain a certain amount of affordable housing units.

B. The Developer, as owner of the affordable housing units, is recording this Deed Restriction intending that Developer and subsequent owners of the units be bound by its terms, in perpetuity. Upon its recording in the public records of the Office of the Wasatch County Recorder, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the units by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Developer hereby submits the Unit to the following covenants and restrictions:

1. DEFINITIONS.

1.1 "**Applicant**" means one or more persons who are jointly applying for a Unit.

1.2 "**City**" means Heber City, a municipality of the State of Utah.

1.3 **"Disability"** means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.4 "**Domicile**" means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.5 "**First Mortgage**" means a Mortgage (as defined in Section 1.7) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein, and provided that the beneficiary of the First Mortgage does not have any affiliation or common ownership with the Developer or owner of the Unit.

1.6 "**Household"** means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.7 **"Income Qualified,"** means the Household of the renter earns not more than _____ (____0%) of the Wasatch County Area Median Income ("**AMI**") for the household size of the renter(s) as determined by the County with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by Wasatch County or Heber City.

1.8 "**Lessee-occupied**" means a Unit that is occupied by a lessee as the Lessee's Primary Residence.

1.9 "**Mortgage**" means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.10 "**Notice"** means correspondence complying with the provisions of Section 13.1.

1.11 "**Primary Residence**" means the place where Domicile has been established.

1.12 "**Property Manager**" means the company or entity designed by the Unit Owner to qualify any and all renters, monitoring the use and ongoing qualification of the Qualified Renter, and other responsibilities and duties as set forth in this Deed Restriction.

1.13 "**Unit**" or "**AHU**" means the units within the Development designated as affordable housing units, which units are more particularly described on Exhibit B, attached hereto and incorporated herein. For purposes of this Deed Restriction, a studio shall be considered a household size of 1 person; a one-bedroom shall be considered a household size of 2 people; a two bedroom shall be considered a household size of 3 people; and a three bedroom shall be considered a household size of 4 people

1.14 "**Unit Owner**" means the transferee or transferees receiving title to, or a fee interest in, the Unit or Units and all subsequent person(s) vested with record title of the Unit according to the records of the Office of the Recorder of Wasatch County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

2.1 Lessee-occupied. Each AHU shall be Lessee-occupied by a Qualified Renter unless a Unit Owner receives the prior written consent of the WCHA, who, in its sole and absolute discretion, may grant an exception. Each Qualified Renter shall occupy his or her Unit as a Primary Residence.

2.2. Unauthorized Rental or Owner-Occupied. Any rental of a Unit in violation of this Deed Restriction shall constitute a default under the terms of this Deed Restriction. If the WCHA determines that the Unit is being rented in violation of this Deed Restriction, or used as a owner-occupied unit, then the WCHA may send Notice to the Unit Owner and the tenants indicating that the tenants' and/or Unit Owner's rights, that the Unit Owner or authorized tenant are in violation of this Agreement and WCHA may exercise all legal remedies available to it, including the filing of a lawsuit.

3. RENTING THE UNIT.

3.1 Rental Amount. Each AHU shall cost no more than thirty percent (30%) of Household income based on sixty percent (60%) of the Wasatch County Area Median Income ("AMI") for the number of persons occupying the Unit (i.e. the household size), minus the average monthly cost for standard utilities and services if not included in the rental amount (i.e. gas, electric, water, sewer, garbage, internet). Accordingly, when Developer or subsequent owner of the Units rents the AHU, such monthly rent will be calculated by determining sixty percent (60%) of the Median Family Income in Wasatch County, Utah, as published by the Department of Housing and Urban Development ("HUD") for the household size, multiplied by 30%, and divided by 12 (the number of months per year), minus the cost of standard utilities and services. By way of example, the area median income for a Wasatch County household size of four as published by HUD in 2024 equaled $127,300.00. Thus, the monthly rent for the three-bedroom AHU (which is designated as a household size of 4 pursuant to paragraph 1.13) would be no more than: (.6 x $127,300 x .3) / 12 = $1,909.50 minus the cost of standard utilities and services. The area median income for a Wasatch County household size of 1 in 2024 equals $89,100.00. Thus, the monthly rent for a studio AHU (which is designated as a household size of 1 pursuant to paragraph 1.13) would be no more than: (.6 x $89,100 x .3) / 12 = $1,336.50 minus the cost of standard utilities and services.

3.2 Waiting Lists. Each time an AHU becomes available, the Unit Owner shall take all of the following steps *prior to* renting any unit: (i) consult its own waiting list, if any; (ii) contact the WCHA and verify if WCHA has any qualified applicants on its waiting list; and (iii) contact Mountainlands Community Housing Trust and verify if Mountainlands Community Housing Trust has any qualified applicants on its waiting list (collectively, the "**Waiting Lists**").

3.4. AHU Configurations. To the extent multiple AHUs are available at one time, and multiple Qualified Applicants exist at that same time, Unit Owner shall use best and reasonable judgment in placing the Qualified Applicants in AHUs according to their family size and

respective needs. For example, a family of four might obtain the 3-bedroom AHU, and a single individual or couple might obtain a studio or 1-bedroom AHU. However, under no circumstances shall a AHU exceed the following occupancy maximums (i) a studio AHU be rented to or occupied by more than two (2) individuals; (ii) a 1 bedroom unit to more than three (3) individuals; (iii) a 2 bedroom to more than five (5) individuals; and a 3 bedroom to more than seven (7) individuals. In no event shall any Unit be occupied by more than three (3) adults.

4. PROPERTY MANAGER; QUALIFICATION

4.1 Responsibility and Qualifications. The Unit Owner shall be responsible for all duties and responsibilities set forth in this Deed Restriction not specifically assigned to or reserved by the City or WCHA. The Unit Owner may, from time to time, designate a Property Manager to carry out its duties and responsibilities as set forth herein, but shall, at all times, remain fully responsible for the duties, obligations and responsibilities set forth herein. The Unit Owner shall at all times be responsible for (a) the qualification of the renters pursuant to the terms set forth in this Deed Restriction the Affordable Housing Agreement, if any, Development Agreement, and local and national laws; (b) ongoing verification of all Qualified Renters; (c) providing an annual report to the WCHA as set forth below; and (d) any and all other duties, responsibilities, and obligations as set forth in this Deed Restriction, and the Affordable Housing Agreement, if any.

4.2 Annual Report. No earlier than December 10 but no later than December 31 of each calendar year, the Unit Owner, or its designated Property Manager, shall provide the WCHA with an annual report ("Annual Compliance Report") demonstrating compliance, which shall reflect, at a minimum (a) a list of all Qualified Renters occupying the AHU, which shall include full name, age, unit number, income, number of occupants residing in AHU, beginning date of rental term, employer, employer address, employer contact information, payment history; amount of rent charged (b) a list of all individuals who applied for an AHU since the date of the last Annual Report; which shall include full name, age, income, employer; reason for denial; and (c) if requested, any other information requested by the WCHA, including, but not limited to all written and electronic documentation obtained or used by Unit Owner of Property Manager in determining approval or denial of a potential renter or a Qualified Renter and a copy of the written lease. WCHA reserves the right to request any and all other information necessary to demonstrate compliance, and the Unit Owner or Property Manager shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 8. In conjunction with the Annual Compliance Report, the WCHA may conduct a physical inspection of the Unit or AHU.

4.3 Audit. In addition to the Annual Compliance Report, the WCHA may, but is not obligated to request a report containing the information identified in Section 4.2 above regarding any specific Qualified Renter, individual AHU or AHUs upon providing Unit Owner or Property Manager with written notice at least fourteen (14) calendar days. In the event Unit Owner requires additional time, such additional time shall be not be unreasonably withheld by WCHA.

5. MAINTENANCE AND INSURANCE.

5.1 Minimum Maintenance Standards. The Unit shall at all times be maintained by Unit Owner of Property Manager in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit.

5.2 Insurance. To the extent such insurance is not provided by any Community Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. MORTGAGE PROTECTION.

6.1 Subordination to First Mortgage. Except as provided in this Article 6, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

6.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the WCHA per Section14(b): (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

6.3 No Impact on Foreclosure Sale. The provisions of Section 6.2 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 6) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the WCHA shall have no rights greater than or different from others bidding for the Unit.

6.4 Deed Restriction Notification. Before the Unit Owner may sell the Unit or AHU to a third party, it must provide the third-party buyer with a copy of this Deed Restriction and notify the WCHA of its intent to sell at least thirty (30) calendar days prior to sale.

7. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

7.1 Fraud by Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of failing to rent the Unit in compliance with the provision of this Deed Restriction is subject to Heber City's code and a material and express breach of this Agreement.

8. DEFAULT AND REMEDIES.

8.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) rental to non-qualified individuals or renting the AHU without qualifying an individual; (c) using a Unit as an owner-occupied Primary Residence; (e) failure to submit the

Annual Compliance Report; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit.

8.2 Monetary Penalties. Upon Notice from the WCHA to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) calendar days, the WCHA may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars ($250.00) per day beginning on the thirty-first (31) day after providing Notice. Unless prior approval was by the WCHA board, rental of any Unit on a short-term/nightly basis or the use of a Unit or AHU as an owner-occupied residence shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the WCHA may charge the Unit Owner automatic fines of up to the greater of $500 per day or the rate charged for rental of the Unit per night. The WCHA maintains the right to place a lien on the Unit or AHU providing notification of any fees or fines due under this Deed Restriction. All monetary penalties shall increase at a rate of 5% per year from the date of this Agreement.

8.3 WCHA Assumption of Duties. In addition to any other remedy available under this Deed Restriction, if the Unit Owner, or its designated Property Manager, fails to cure a default, to the extent that a cure period is required, or otherwise defaults under this Deed Restriction, which does not require a cure period, the WCHA maintains the right, but not the obligation, to perform all obligations set forth in Section 4, including without exclusion, qualifying prospective renters and ensuring ongoing compliance with existing Qualified Renters ("**Assumption of Duties**"). In the event Unit Owner defaults and WCHA elects to exercise its right to the Assumption of Duties, it shall provide Unit Owner with written notice of same no less than (10) ten calendar days prior to assuming the duties. Unit Owner agrees and covenants to pay the WCHA on a monthly no less than ten percent (10%) of the gross amount of monthly rent as a fee for its Assumption of Duties, which shall be due and payable to the Wasatch County Housing Authority on a quarterly basis. If WCHA elects to exercise its right to the Assumption of Duties, Unit Owner forfeitures any future right to resume its duties as set forth in Section 4.

8.4 Violation of Criminal Code. In addition to the remedies contained herein, the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions relating to affordable housing fraud or penalties as found in the City's code (as may be amended or replaced).

8.5 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

8.6 Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action

or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

9. ENFORCEMENT.

The WCHA shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest. However, WCHA may, in its absolute and sole discretion, contract with or designate any other entity or firm, including but not limited to Mountainlands Community Housing Trust ("MCHT"), to act on behalf of or as agent of the WCHA, in which event, Unit Owner shall treat MCHT, in all aspects under the terms of this Agreement, as if it were the WCHA.

10. TERM.

This Deed Restriction shall run in perpetuity unless terminated sooner by the mutual agreement of the Unit Owner and the WCHA (the "**Term**").

11. CHOICE OF LAW.

This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

12. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

12.1 Recordation. Upon execution by the WCHA, this Deed Restriction shall be recorded and filed in the Official Records of Wasatch County, Utah.

12.2 Covenants Run with the Land. The Developer intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the City and the WCHA, shall encumber the Unit, and shall be binding upon the Developer and all subsequent Owners of the Unit.

13. ASSIGNMENT.

WCHA or City may assign to a third party its right to enforce the terms and conditions of these Deed Restrictions. WCHA or City shall provide notice of such assignment to Developer in writing prior to such assignment.

14. MISCELLANEOUS.

14.1 Notice.

a. Any and all notices or demands to the Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the Wasatch County tax records.

b. Any and all notices or demands to the WCHA shall be in writing and shall be served by (a) mail or commercial courier signed by someone authorized by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment by someone authorized by law to receive. Service shall be complete on the date the receipt is signed. Any notice or demand to the WCHA shall be addressed to:

Wasatch County Housing Authority
175 North Main Street, Suite 201
Heber City, Utah 84032

c. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the WCHA.

14.2 Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.3 Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

14.4 Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the WCHA and the Unit Owner and recorded in the Official Records of Wasatch County, Utah.

14.5 Incorporation of Recitals. The recitals set forth at the beginning of this Amended Deed Restriction are incorporated herein by this reference.

IN WITNESS WHEREOF, the City, Developer, and WCHA has executed this Deed Restriction as of the Effective Date.

DEVELOPER:

DEVELOPER

_____

Print Name: _____

Title: _____

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say, that he/she/they/ is/are a Member(s) Manager(s) of _____ LLC, a Utah limited liability company, and that said instrument was signed in behalf of said company by authority of statute, its articles/certificate of organization or its operating agreement, and that he acknowledged to me that he executed above document on behalf of _____.

Witness my hand and official seal.

_____
Notary Public

WASATCH COUNTY HOUSING AUTHORITY:

_____
By: Jeffrey Bradshaw, Executive Director

State of Utah)
:ss
County of Wasatch)

On the _____ day of _____, 20____,, personally appeared before me Jeffrey Bradshaw, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Executive Director of Wasatch County Housing Authority and that said document was signed by him in behalf of said

Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Jeffrey Bradshaw acknowledged to me that said Corporation executed the same.

_____
Notary Public

HEBER CITY:

_____

ATTEST:

_____
Heber City Recorder

EXHIBIT A

Legal Description of Property

[LEGAL DESCRIPTION HERE]

EXHIBIT B

Description of Units

HEBER CITY
EST 1889

PLANNING

Community Reinvestment Agency: Discussion Regarding City Owned Parcels in Project Area

October 6, 2026

DISCUSSION SUMMARY

1. Overview
2. WAVE Buildings
3. HL&P Building Update
4. Wasatch County Fire Station Bldg.
5. Possible Next Steps?

Overview

Imagine 2050…



…increased living and working opportunities on Main Street

…support shopping, dining, gathering & entertainment



…connect destinations









Downtown Vision & Initial Investments



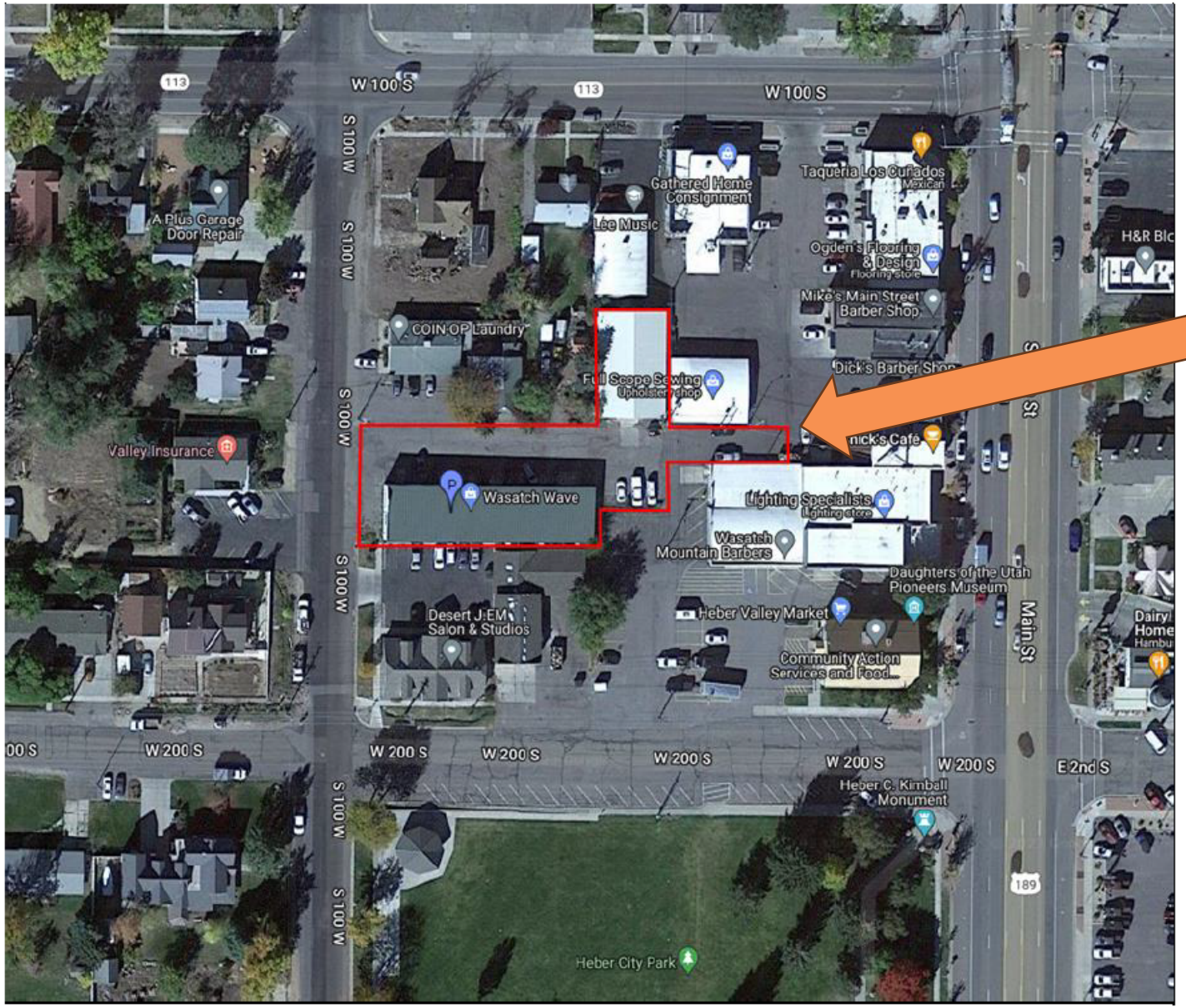
Initial Path for C Street (pedestrian alley)



N

WAVE Buildings

Aerial Photograph



.54 ac





INDIVIDUAL BUILDING DESCRIPTIONS										
Building	GBA	NRA	Office SF	Office %	Year Built	Clear Height	Grade Doors	Dock Doors	Loading Door Ratio	Site Coverage
Flex Bldg.	6,000	6,000	3,480	58%	1999	14'	1	0	1.7	26%
Warehouse Bldg.	3,800	3,800	485	13%	1970's	14'	2	0	5.3	16%
TOTAL	**9,800**	**9,800**	**3,965**	**40%**		**14'**	**3**	**0**	**3.1**	**42%**

Options:

- Option 1: Raze buildings and convert to parking—net approximately 15 new spaces.
  - Projected cost to raze WAVE buildings (based on sq. ft. costs to raze HL&P Bldg.):
    - Metal building (Flex Building): $79,968
    - Cinder block building (Warehouse Building): $49,400
- Option 2: Lease buildings for short term with competitive RFP.
  - Facilitates lease revenue creation of approx. $24,500/year ($30/sqft/year)
  - $75k grant award for renovations
  - Term length limited by timeline to undertake redevelopment
    - Lessees likely want longer term
- Option 3: Leave empty and/or use for city storage.

Heber Light and Power Building

Heber Light & Power Building

- Building will be removed in October
- Area will be initially converted to parking



Downtown Parking



Development Data:

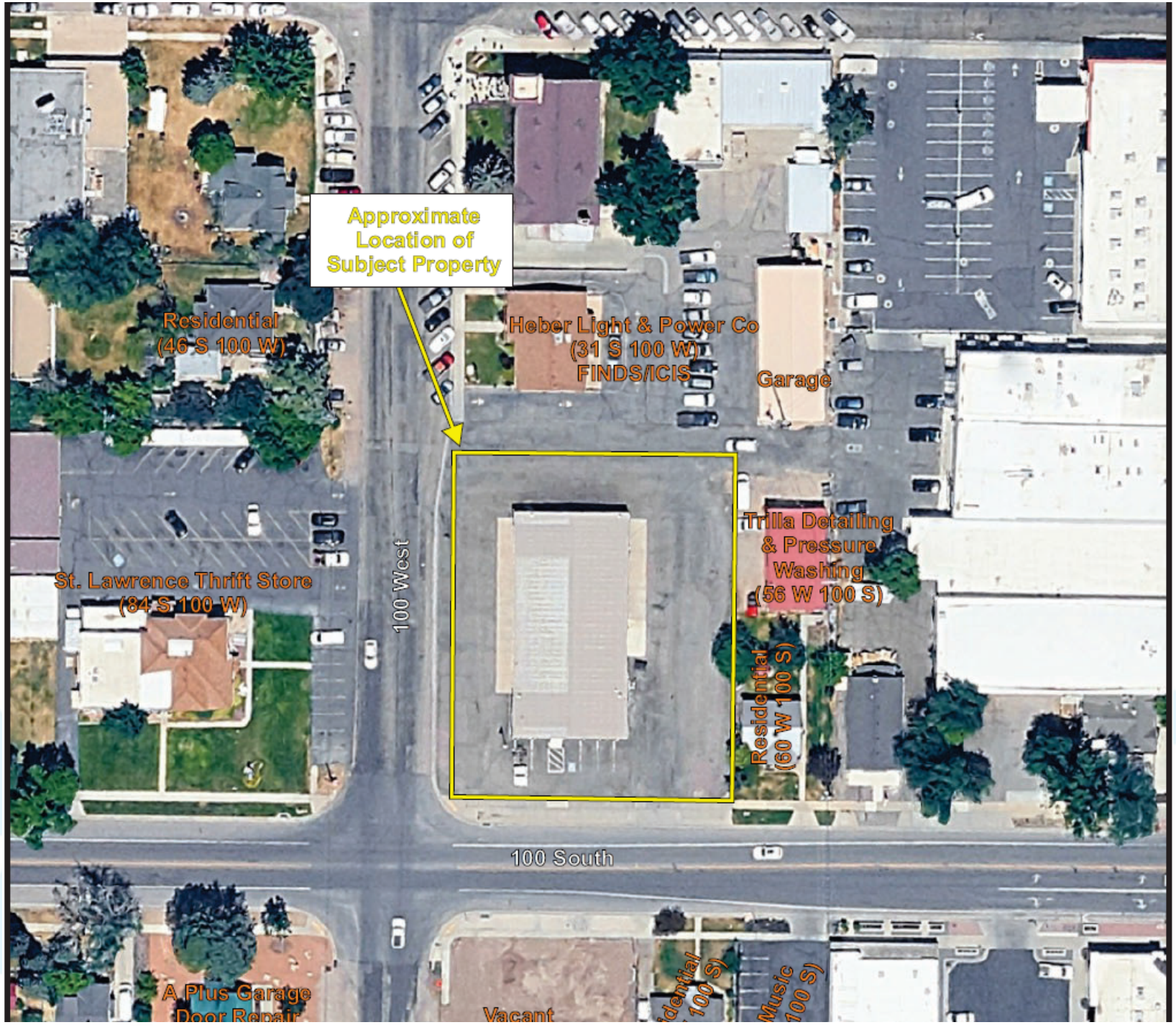
Parking:

126 Stalls

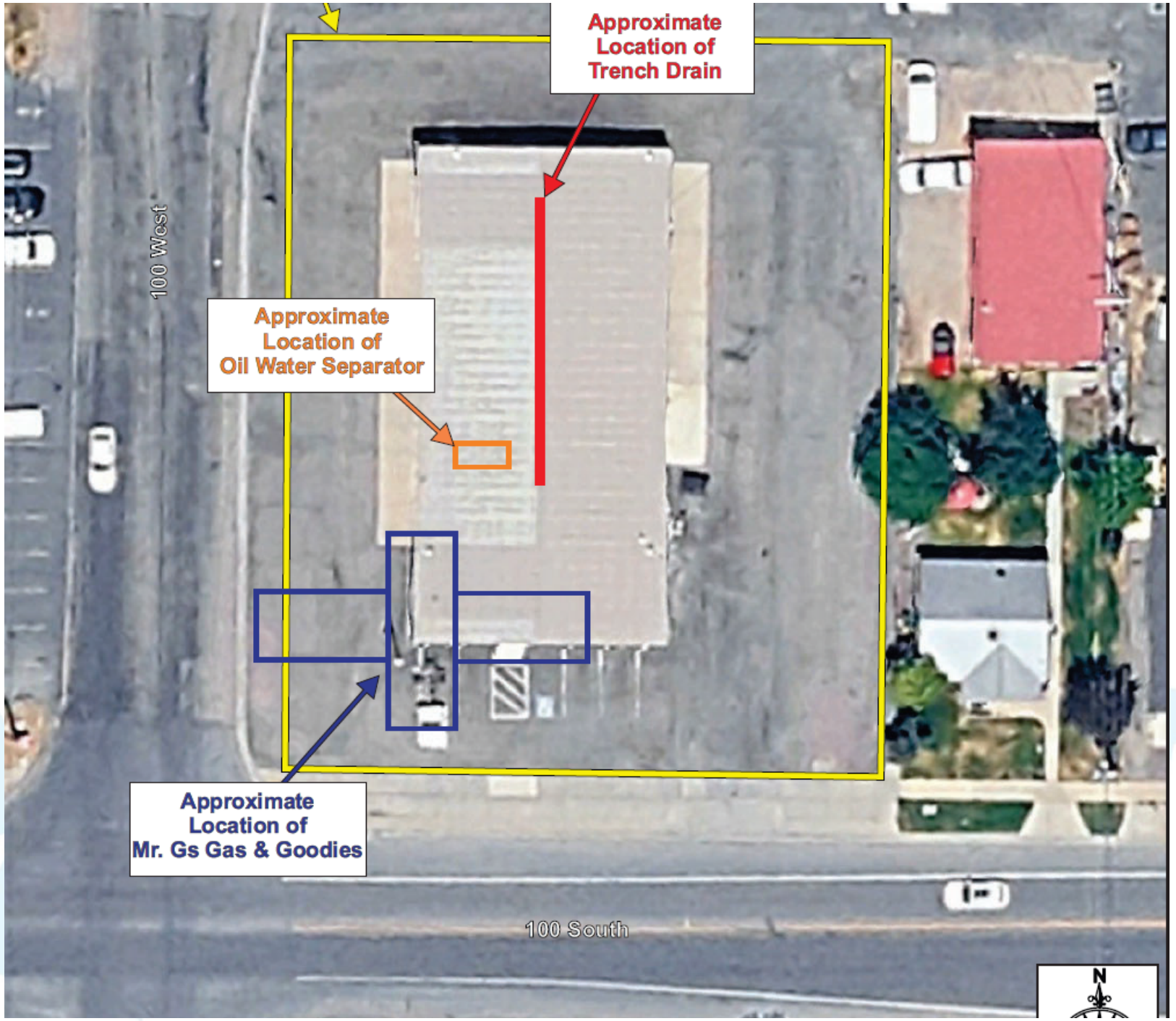
Heber City
Parking Lot Study

Wasatch County Fire Station Building


WASATCH COUNTY
WASATCH
FIRE DIST.


Approximate Location of Subject Property
Residential (46 S 100 W)
Heber Light & Power Co (31 S 100 W) FINDS/ICIS
Garage
St. Lawrence Thrift Store (84 S 100 W)
100 West
Trilla Detailing & Pressure Washing (56 W 100 S)
Residential (60 W 100 S)
100 South
A Plus Garage Door Repair
Vacant

Phase 1 Environmental site assessment completed in July ‘26



Mr. G's Gas and Goodies

Mike Erdmann, Owner-Manager

Don't let anyone kid you as to who has the best gas prices in town. It's Mr. G's Gas & Goodies at 96 West 1st South in Heber. Phone 654-0978.

The feature low discount prices on "self service gasoline" and stock all popular brands of motor oil.

Mr. G's Gas & Goodies doesn't claim to be the largest store in the area, but they do claim to be second to none in offering service hours, and fair prices. Open to serve you from 7 a.m. to 11 p.m., this establishment stocks a full line of groceries, luncheon meats, and soft drinks as well as beer.

When faced with the dilemma of needing something from the grocery store late some evening and realizing the stores are all closed, residentsof this area are happy to know that they have a store that will be open and will have the needed item. Such a convenience store is Mr. G's Gas & Goodies in Heber.

Mike Erdmann, the manager and his employees will exert every effort to make your stop here a pleasure.

Status…

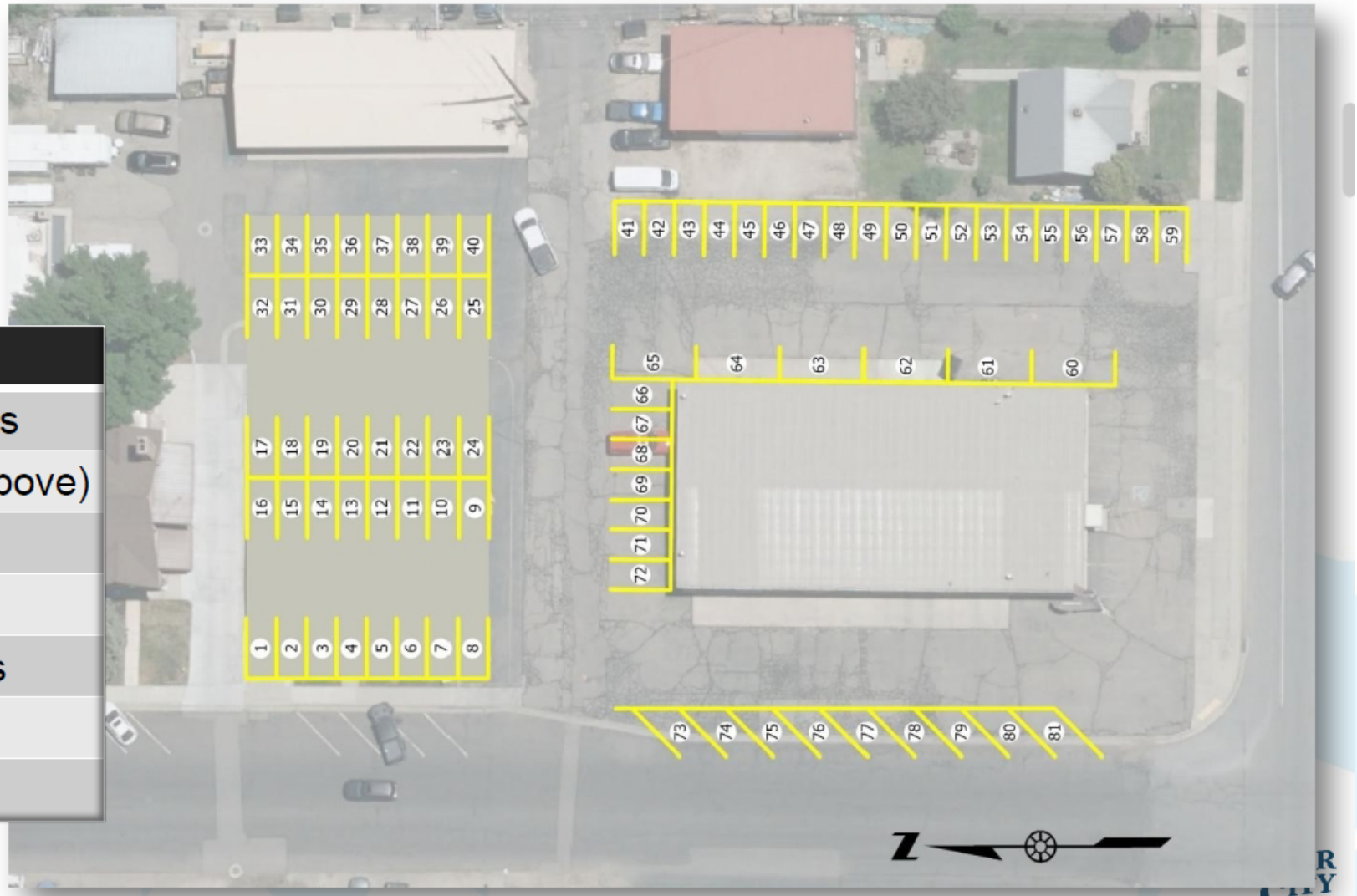
- Phase II environmental work commenced in September ’26
  - A Phase II Environmental Site Assessment (ESA) looks for the actual presence, concentration, and physical extent of hazardous materials or petroleum products in the subsurface of a property
  - Expect final report in third quarter of current FY
- Negotiated Purchase/Sale agreement with County

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	June 10, 2026	$1,920,000

Draft Site Parking Plan

Features
72 off-street parking stalls
6 employee stalls (inc. above)
9 on-street parking stalls
Wide central driveway
Utilize existing driveways
No landscaping
Off-street circulation



Possible Next Steps

Envision Central Heber: Possible Next Steps

- Redevelopment: mixed use, ground floor commercial, residential (mix of market and affordable housing) on upper floors
- Request for Proposal (RFP) to qualified developers
  - Details specific attributes of project
  - Important to develop project scope and proforma
  - Parking

Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: 1200 S & Mill Rd Roundabout Design Discussion Follow-Up
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

Future intersection improvements for 1200 South Mill Road were discussed during 2026 Council Retreat earlier this year and during the July 7th City Council Meeting. Council requested additional information and staff is ready to report back on the information requested.

RECOMMENDATION

Direct staff to move forward with final design and property acquisition efforts at the Mill Rd & 1200 S intersection based on the updated free-right roundabout concept as presented.

BACKGROUND

During the July 7th City Council meeting, information was presented to Council regarding 4 options for a roundabout at the intersection of Mill Rd and 1200 South. A recommendation was made by staff to pursue Option 1, which was expected to provide a LOS (Level of Service) C through 2043. Option 1 included protected free-right or channelized movements from westbound 1200 South to northbound Mill Rd and from southbound Mill Rd to westbound 1200 South, which were intended to reduce potential conflict points through the roundabout for the heaviest movements.

As part of the discussion, Council recognized the safety benefits of the free-right movement and asked staff to look into the option of providing channelized right turn movements for all directions. Council also wanted to understand how this would impact the long term LOS.

Additionally, there was discussion on potential participation from Wasatch County since the properties to the east of the roundabout are located in the County. Staff reported that we had coordinated with the County and that they had declined to participate but that they recognized the need to address some storm water issues at the intersection. Council wondered how much of the traffic impact was from County traffic and determined to have Mayor Franco follow up with the County regarding potential participation.

Staff had Horrocks update the traffic memo to evaluate an option for free-right movements in all directions and to evaluate the percentage of the traffic generated from within and outside of the

City. An updated concept exhibit was also requested.

The updated traffic memo found that the all-channelized option would provide a modest operational improvement compared to Option 1, but is not expected to extend the LOS C performance beyond 2043. Both the updated traffic memo and updated concept are attached.

Mayor Franco followed up with Eric Rowland and Dustin Grabau from the County regarding potential participation. Their response indicated that the County's policy is not to fund City infrastructure improvements, but that the City could apply for Corridor Preservation Funds that could help with land acquisition. They also invited Heber staff to coordinate with the County Engineer to collaborate regarding the design.

Staff has met with the County Engineer (Jed Muhlestein) to review the updated concept and traffic memo and to discuss any other concerns. Jed indicated he is supportive of the concept design and direction, but clarified that any further discussion about participation would need to be pursued at a higher level.

DISCUSSION

Based on the updated information provided and long-term needs for the intersection, does the Council support moving forward with final design of the roundabout based on the updated concept?

Items for consideration and potential discussion may include:

- Long-term LOS.
- Longer-term options result in more disruption to and property acquisition from adjacent property owners.
- Is it better to phase into the larger future options, or reduce future impacts by constructing a longer-term solution initially?
- More conflict points with longer-term solutions (beyond 2043).
- Improvements would also be needed to connecting roads in the future to match capacity of Options 3 & 4. Would it be better to include future expansion with those future projects?

Council should also be aware that no additional coordination has taken place with property owners since the last meeting. Staff wants to verify direction from Council prior to discussing further with property owners.

FISCAL IMPACT

Master Plan Estimate is $1,518,000 for the Project. Option 1 or the updated concept could likely be completed with this budget. Property acquisition costs are unknown, but County Corridor Preservation Funds may be able to assist.

The FY27 Budget includes $400,000 of Fund 46 (Street Impact Fees) funding for this project. This budget was anticipated to finalize the design and pursue property acquisition. If direction is given to move forward, an additional funding request is expected next year to complete construction.

CONCLUSION

Based on compliance with the adopted Master Plan and the long-term needs of the intersection Staff requests authorization to move forward with final design for the roundabout and right-of-way acquisition based on the updated concept plan as presented.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

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

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

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Original Option 1 Concept
2. Updated Concept
3. Updated Traffic Memo

Q:\2025\313.0512315.999\Project Data\02 CAD\2.03 Sheet Files\Concepts & Exhibits\Roundabout Concept Option 1 Heber.dwg Amanda McFarland 2/3/2026 2:23 PM

N

0 40' 80'

SCALE: 1" = 40'

TIE IN TO EXISTING 4' SIDEWALK

225'

TAPER

50'

15' 12' 15'

5' SIDEWALK

10' SIDEWALK

PROPERTY LINE

WELLS & SUE BAKER
ENTRY 127643
SURVEY 5230
00-0020-8273

WELLS & SUE BAKER
ENTRY 200005
SURVEY 5230
00-0020-8273

WELLS & SUE BAKER
ENTRY 461702
SURVEY 5710
00-0021-3771

BLUE MOUNTAIN PROPERTY ENTERPRISES, LLC
ENTRY NO. 491594
SURVEY 2404
00-0008-9000

R105'

225' 100' 100' 225'

TAPER

15'

12'

11'

1200 SOUTH

TAPER

325'

HOUSE

5' SIDEWALK

10' SIDEWALK

R150'

PROPERTY LINE

INSCRIBED CIRCLE

R270'

PROPERTY LINE

TROY & LINDA ILLINGERVIC
ENTRY 179635
SURVEY 5225
00-0020-8203

Ø150'

Ø120'

100'

R60'

PROPERTY LINE

MICHAEL GLOVER
ENTRY 491541
SURVEY 5340
00-0009-2879

MICHAEL GLOVER
ENTRY 493631
SURVEY 5340
00-0009-2878

DECK

HOUSE

DECK

GARAGE

HOUSE

EDGAR AGUIRRE
ENTRY 471705
00-0009-2938

18'

12'

12'

150'

5' SIDEWALK

10' SIDEWALK

40'

MILL ROAD
(2,000 EAST)

Horrocks.

2162 West Grove Pkwy., Suite 100
Pleasant Grove, UT 84062

(801) 763-5100
www.horrocks.com

OWNER:

CITY:

WARNING

0 1 2

IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

1200 S MILL ROAD HEBER CITY, UT

ROUNDABOUT CONCEPT OPTION 1

DRAWING INFO

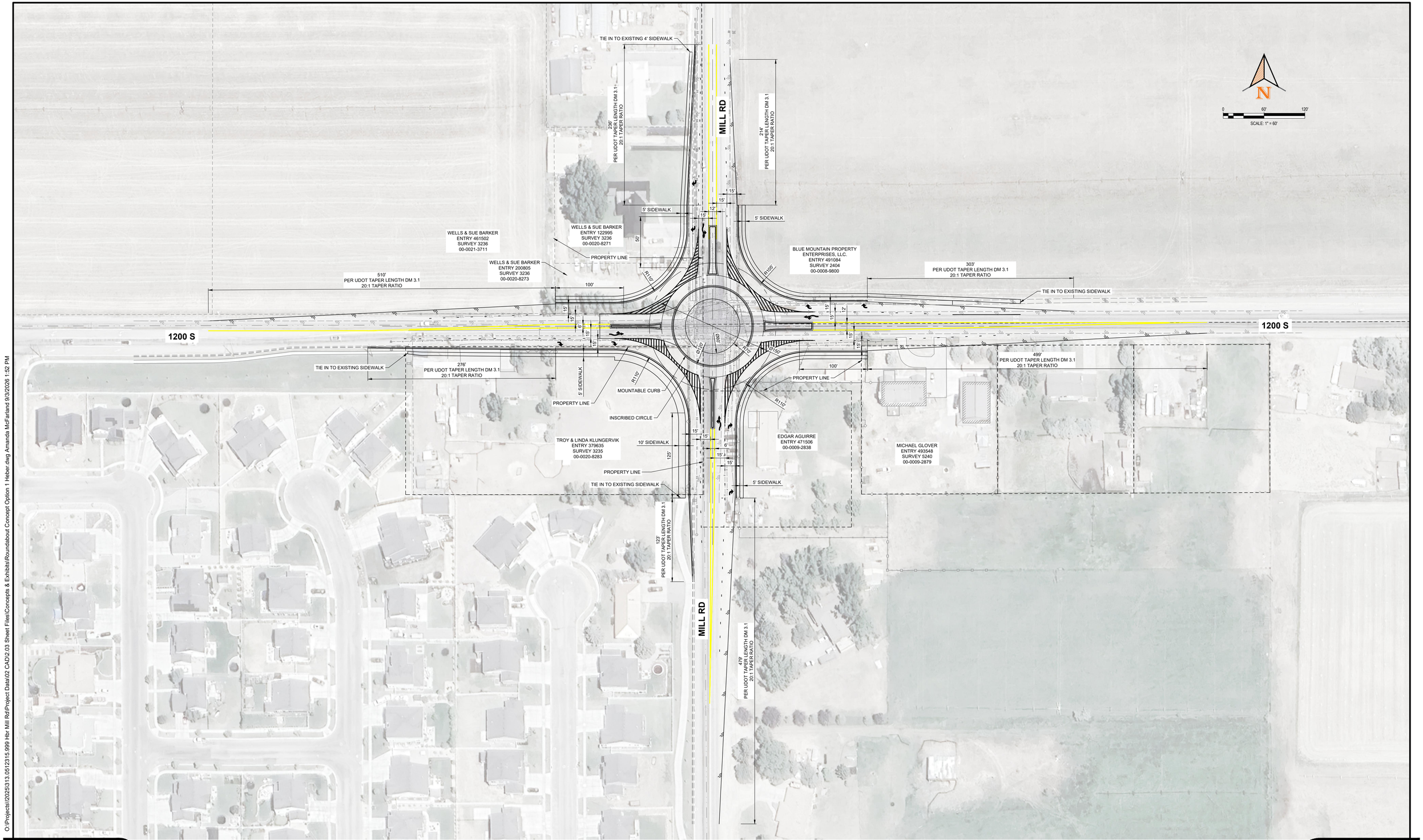
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SCALE	1" = 40'

REV #	DATE

PROJ. NO: 313.0512315.999

EXHIBIT

PAGE 1



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OWNER:

CITY:

WARNING

0 1 2

IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

1200 S MILL ROAD HEBER CITY, UT

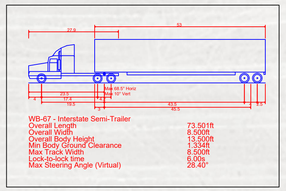
ROUNDABOUT CONCEPT

DRAWING INFO

DATE	09/3/2026
SCALE	1" = 40'
REV #	DATE
PROJ. NO:	313.0512315.999

EXHIBIT

PAGE 1



TRUCK MOVEMENT LEGEND

WHEEL PATH

SWING/ OVERHANG

WELLS & SUE BARKER
ENTRY 461502
SURVEY 3236
00-0021-3711

WELLS & SUE BARKER
ENTRY 122995
SURVEY 3236
00-0020-8271

WELLS & SUE BARKER
ENTRY 200805
SURVEY 3236
00-0020-8273

PROPERTY LINE

BLUE MOUNTAIN PROPERTY ENTERPRISES, LLC.
ENTRY 491084
SURVEY 2404
00-0008-9800

PROPERTY LINE

INSCRIBED CIRCLE

PROPERTY LINE

TROY & LINDA KLUNGERVIK
ENTRY 379635
SURVEY 3235
00-0020-8283

PROPERTY LINE

EDGAR AGUIRRE
ENTRY 471506
00-0009-2838

MICHAEL GLOVER
ENTRY 493548
SURVEY 5240
00-0009-2879

N

0 40' 80'

SCALE: 1" = 40'

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Horrocks.

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Pleasant Grove, UT 84062

(801) 763-5100
www.horrocks.com

OWNER:

CITY:

WARNING

0 1 2

IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

1200 S MILL ROAD HEBER CITY, UT

ROUNDABOUT CONCEPT - TRUCK MOVEMENT

DRAWING INFO

DATE	09/3/2026
SCALE	1" = 40'
REV #	DATE
PROJ. NO:	313.0512315.999

EXHIBIT

PAGE 2

MEMORANDUM

TO: Heber City

FROM: Horrocks Traffic Team

DATE: August 20, 2026

SUBJECT: **1200 S & Mill Road Channelized Right Comparison**

STUDY SUMMARY

Horrocks evaluated the study intersection to compare the operational performance of the original roundabout layout with an alternative configuration that provides channelized right-turn movements on all approaches. The analysis considered existing, 2035, and 2050 AM and PM peak-hour traffic conditions and compared the intersection delay and level of service for each configuration, as summarized in **Table 1**. Additional interim-year analysis was performed to estimate how long the all-channelized configuration would maintain an acceptable level of service. The evaluation also considers the potential tradeoff between the operational benefits of the channelized configuration and its larger roadway footprint, including possible additional right-of-way requirements and associated impacts. The study location is shown in **Figure 1**.

Figure 1: Study Location



GROWTH RATES

To analyze future traffic conditions, existing traffic was projected based on growth in the surrounding area. The historic annual average daily traffic (AADT) counts from UDOT were used to calculate the appropriate growth rate on 1200 South and Mill Road, as depicted in Table 1. The AADT for the area has an overall growth rate of 3.87% annually for the past 10 years. A conservative annual growth rate of 4% was used for the analysis in the future scenarios.

Table 1 – Growth Rates

Roadway	5 Year	10 Year	2023 AADT	2022 AADT	2021 AADT	2020 AADT	2019 AADT	2018 AADT	2017 AADT	2016 AADT	2015 AADT	2014 AADT	2013 AADT
1200 S - West of Mill Road	0.08%	1.51%	5,200	5,100	5,100	4,900	5,300	5,200	5,100	5,000	4,800	4,600	4,500
			1.96%	**0.00%**	**4.08%**	**-7.55%**	**1.92%**	**1.96%**	**2.00%**	**4.17%**	**4.35%**	**2.22%**	
1200 S - East of Mill Road	2.05%	-5.05%	670	640	650	600	610	600	580	2,300	2,200	2,100	2,100
			4.69%	**-1.54%**	**8.33%**	**-1.64%**	**1.67%**	**3.45%**	**-74.78%**	**4.55%**	**4.76%**	**0.00%**	
Mill Road	0.67%	15.16%	4,600	4,500	4,500	4,100	4,600	4,500	4,500	1,900	1,800	1,700	1,700
			2.22%	**0.00%**	**9.76%**	**-10.87%**	**2.22%**	**0.00%**	**136.84%**	**5.56%**	**5.88%**	**0.00%**	
Average	0.93%	3.87%											

ROUNDABOUT ANALYSIS

As summarized in Table 2, the all-channelized configuration generally provides a modest operational improvement compared with the original roundabout layout under existing and 2035 conditions. The most notable change occurs during the 2035 PM peak hour, when the all-channelized configuration reduces delay from approximately 10.2 to 9.5 seconds per vehicle and improves the reported intersection operation from LOS B to LOS A. Additional year-by-year analysis indicates that the all-channelized configuration is anticipated to maintain an acceptable level of service through approximately 2043.

By 2050, both configurations are projected to operate at LOS F, and the all-channelized configuration does not provide a consistent or substantial long-term improvement in delay. These findings indicate that the operational benefits associated with channelizing all right-turn movements are generally modest. However, operational performance is only one factor in comparing the alternatives. The additional roadway footprint and potential right-of-way requirements associated with the channelized right-turn lanes should also be considered, along with potential impacts to adjacent properties, utilities, drainage facilities, pedestrian accommodations, and construction costs. These considerations should be evaluated as part of the overall alternative-selection process without assigning preference to either configuration based solely on the delay and LOS results. All model reports can be found in the

Attachments section below.

Table 2 – Roundabout Configuration Comparison

1200 S & Mill Road Roundabout Configuration Comparison									
Metric	**Existing (EX)**			**2035**			**2050**		
	Original Layout	**All Channelized**	**Difference (s/veh)**	**Original Layout**	**All Channelized**	**Difference (s/veh)**	**Original Layout**	**All Channelized**	**Difference (s/veh)**
AM Peak Hour									
Intersection Delay (s/veh)	5.9	5.7	-0.2	9.2	8.8	-0.4	107.4	111.4	+4.0
Intersection LOS	**A**	**A**		**A**	**A**		**F**	**F**	
PM Peak Hour									
Intersection Delay (s/veh)	6.1	5.8	-0.3	10.2	9.5	-0.7	162.2	158.4	-3.8
Intersection LOS	**A**	**A**		**B**	**A**		**F**	**F**	

ORIGIN-DESTINATION SUMMARY

To evaluate the geographic distribution of trips entering the 1200 South and Mill Road intersection, Horrocks reviewed current- travel demand model outputs for Heber City and areas of Wasatch County outside Heber. The analysis includes existing (2025), anticipated end-of-construction (2028), projected year of LOS C (2043), and 2050 conditions. As summarized in Table 3, incoming average weekday daily traffic (AWDT) is projected to increase from approximately 9,700 vehicles per weekday in 2025 to 16,400 in 2050. The modeled origin split remains nearly balanced throughout the study period: 48 percent of incoming trips are from Heber in 2025 and 2028, increasing to 50 percent in 2043 and 2050; the balance comes from outside Heber.

Table 3 - Origin-Destination Summary

Year	Total Incoming AWDT	% From Heber	% From Outside Heber
2025	9,700	48%	52%
2028	10,200	48%	52%
2043	13,900	50%	50%
2050	16,400	50%	50%

ATTACHMENTS

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\1 - EX AM.pdf

Scenario 3 EX AM Roundabout
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		5.7	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	5.7
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	6	19	52	4	85	9	14	32	3	37	49	7
Total Analysis Volume [veh/h]	25	78	209	14	339	35	57	127	10	149	195	29
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	202			376			512			163		
Exiting Flow Rate [pc/h]	498			138			224			144		
Demand Flow Rate [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Adjusted Demand Flow Rate [veh/h]	25	78	209	14	339	35	57	127	10	149	195	29

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	106	0	361	0	188	0	351	0
Capacity of Entry and Bypass Lanes [pc/h]	1197	1192	1032	1174	919	831	1237	1264
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1173	1169	1011	1151	901	815	1212	1239
X, volume / capacity	0.09	0.18	0.35	0.03	0.20	0.01	0.28	0.02

Movement, Approach, & Intersection Results

Lane LOS	A	A	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	0.29	0.65	1.58	0.09	0.76	0.04	1.18	0.07
95th-Percentile Queue Length [ft]	7.21	16.25	39.48	2.35	19.09	0.93	29.41	1.80
Approach Delay [s/veh]	4.37		6.86		5.96		5.37	
Approach LOS	A		A		A		A	
Intersection Delay [s/veh]	5.67							
Intersection LOS	A							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\1 - EX AM.pdf

Scenario 3 EX AM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	19	60	161	11	261	27	44	98	8	115	150	22	976

Heber 1200 S Intersection Analysis

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Report File: C:\...\1 - EX AM.pdf

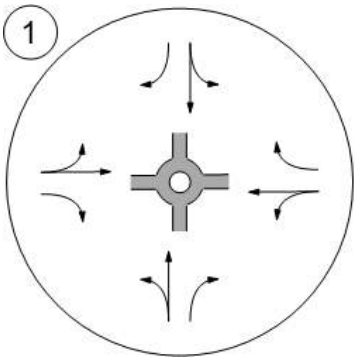
Scenario 3 EX AM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**19**	**60**	**161**	**11**	**261**	**27**	**44**	**98**	**8**	**115**	**150**	**22**	**976**

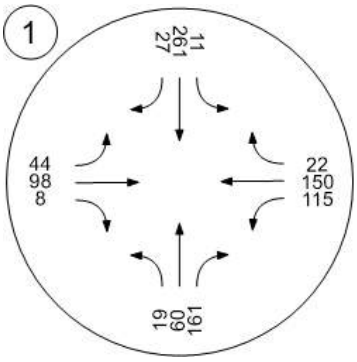
Lane Configuration and Traffic Control





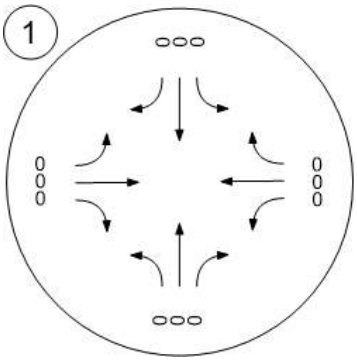
Traffic Volume - Base Volume





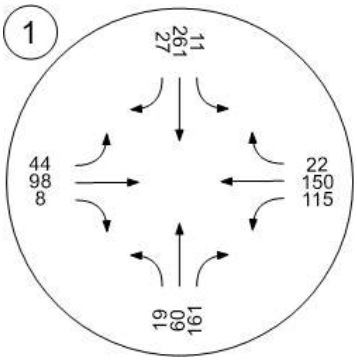
Traffic Volume - In-Process Volume





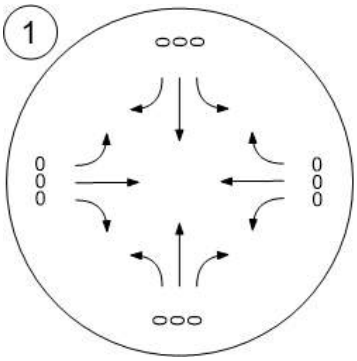
Traffic Volume - Future Background Volume





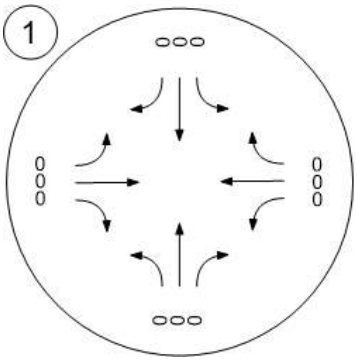
Traffic Volume - Net New Site Trips





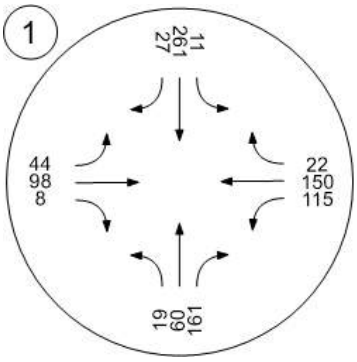
Traffic Volume - Other Volume





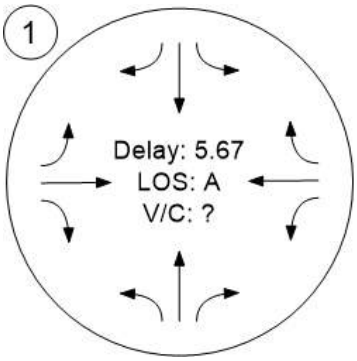
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

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Report File: C:\...\2 - EX PM.pdf

Scenario 13 EX PM Roundabout
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		5.8	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	5.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	21	26	38	5	69	15	6	17	5	37	69	7
Total Analysis Volume [veh/h]	84	105	152	19	277	58	22	69	19	149	275	29
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	112			518			454			215		
Exiting Flow Rate [pc/h]	435			130			366			90		
Demand Flow Rate [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Adjusted Demand Flow Rate [veh/h]	84	105	152	19	277	58	22	69	19	149	275	29

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	193	0	302	0	93	0	433	0
Capacity of Entry and Bypass Lanes [pc/h]	1291	1260	915	1041	966	886	1183	1272
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1266	1235	897	1020	947	869	1160	1248
X, volume / capacity	0.15	0.12	0.33	0.06	0.10	0.02	0.37	0.02

Movement, Approach, & Intersection Results

Lane LOS	A	A	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	0.52	0.42	1.45	0.18	0.32	0.07	1.70	0.07
95th-Percentile Queue Length [ft]	13.12	10.50	36.29	4.52	7.95	1.68	42.46	1.78
Approach Delay [s/veh]	4.02		7.05		4.63		6.48	
Approach LOS	A		A		A		A	
Intersection Delay [s/veh]	5.81							
Intersection LOS	A							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\2 - EX PM.pdf

Scenario 13 EX PM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	65	81	117	15	213	45	17	53	15	115	212	22	970

Heber 1200 S Intersection Analysis

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Report File: C:\...\2 - EX PM.pdf

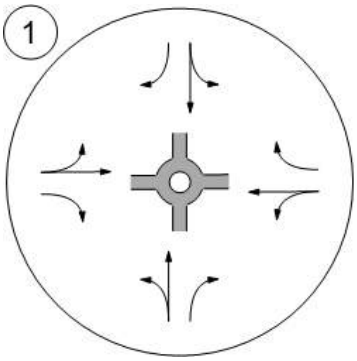
Scenario 13 EX PM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**65**	**81**	**117**	**15**	**213**	**45**	**17**	**53**	**15**	**115**	**212**	**22**	**970**

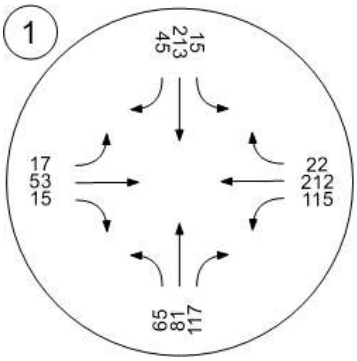
Lane Configuration and Traffic Control





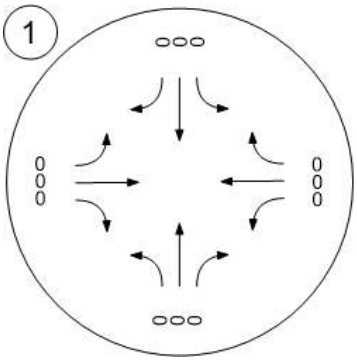
Traffic Volume - Base Volume





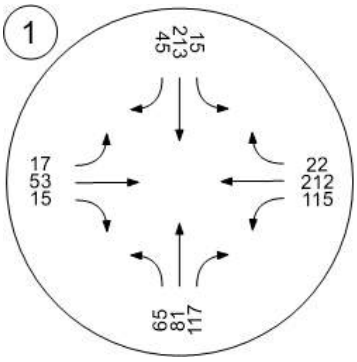
Traffic Volume - In-Process Volume





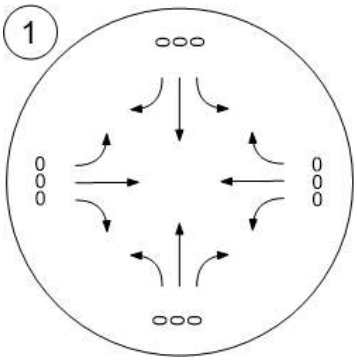
Traffic Volume - Future Background Volume





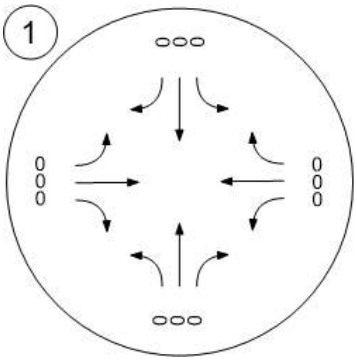
Traffic Volume - Net New Site Trips





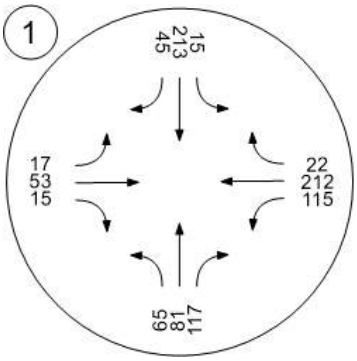
Traffic Volume - Other Volume





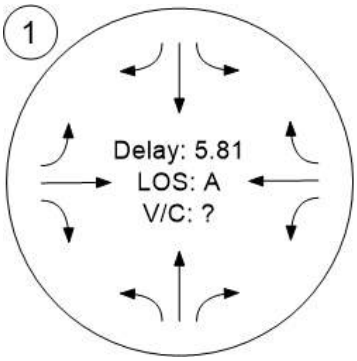
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

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Scenario 14 2035 AM Roundabout
Report File: C:\...\3- 2035 AM.pdf
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		8.8	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	8.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	28	89	238	16	386	40	65	145	12	170	222	33
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	9	29	77	5	125	13	21	47	4	55	72	11
Total Analysis Volume [veh/h]	36	116	309	21	501	52	84	188	16	221	288	43
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	299			556			758			241		
Exiting Flow Rate [pc/h]	736			204			330			213		
Demand Flow Rate [veh/h]	28	89	238	16	386	40	65	145	12	170	222	33
Adjusted Demand Flow Rate [veh/h]	36	116	309	21	501	52	84	188	16	221	288	43

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	156	0	533	0	278	0	520	0
Capacity of Entry and Bypass Lanes [pc/h]	1102	1111	886	1073	746	652	1158	1194
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1080	1089	868	1052	732	639	1135	1171
X, volume / capacity	0.14	0.28	0.60	0.05	0.37	0.03	0.45	0.04

Movement, Approach, & Intersection Results

Lane LOS	A	A	B	A	A	A	A	A
95th-Percentile Queue Length [veh]	0.49	1.17	4.13	0.16	1.73	0.08	2.37	0.11
95th-Percentile Queue Length [ft]	12.23	29.37	103.31	3.90	43.15	1.93	59.23	2.86
Approach Delay [s/veh]	5.55		12.36		9.46		7.61	
Approach LOS	A		B		A		A	
Intersection Delay [s/veh]	8.85							
Intersection LOS	A							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\3- 2035 AM.pdf

Scenario 14 2035 AM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	28	89	238	16	386	40	65	145	12	170	222	33	1444

Heber 1200 S Intersection Analysis

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Report File: C:\...\3- 2035 AM.pdf

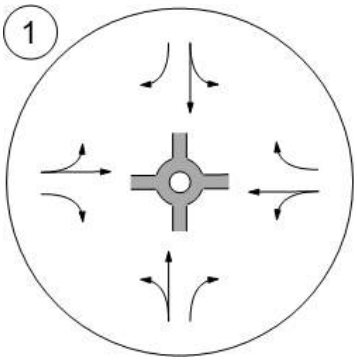
Scenario 14 2035 AM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**28**	**89**	**238**	**16**	**386**	**40**	**65**	**145**	**12**	**170**	**222**	**33**	**1444**

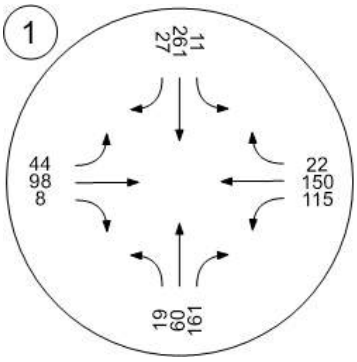
Lane Configuration and Traffic Control





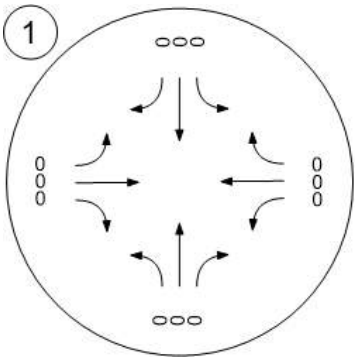
Traffic Volume - Base Volume





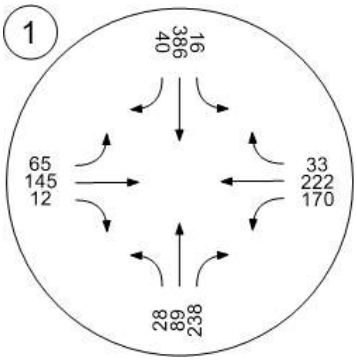
Traffic Volume - In-Process Volume





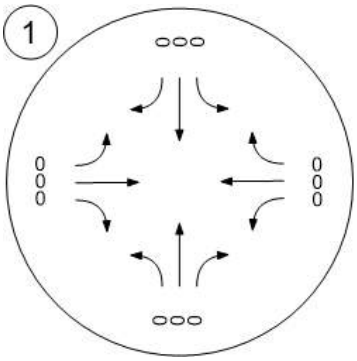
Traffic Volume - Future Background Volume





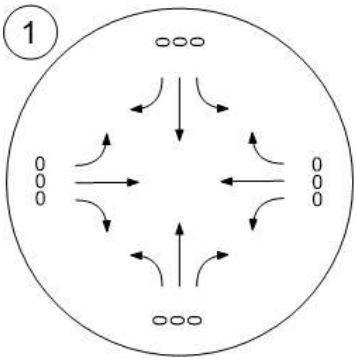
Traffic Volume - Net New Site Trips





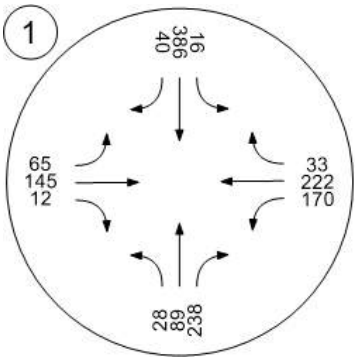
Traffic Volume - Other Volume





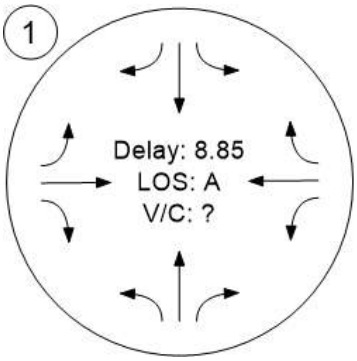
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Scenario 15 2035 PM Roundabout
Report File: C:\...\4- 2035 PM.pdf
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		9.5	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	9.5
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	96	120	173	22	315	67	25	78	22	170	314	33
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	31	39	56	7	102	22	8	25	7	55	102	11
Total Analysis Volume [veh/h]	125	156	225	29	409	87	32	101	29	221	408	43
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	165			769			672			319		
Exiting Flow Rate [pc/h]	643			192			544			133		
Demand Flow Rate [veh/h]	96	120	173	22	315	67	25	78	22	170	314	33
Adjusted Demand Flow Rate [veh/h]	125	156	225	29	409	87	32	101	29	221	408	43

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	287	0	447	0	136	0	642	0
Capacity of Entry and Bypass Lanes [pc/h]	1234	1206	739	895	802	717	1083	1207
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1210	1182	725	877	787	703	1062	1183
X, volume / capacity	0.23	0.19	0.60	0.10	0.17	0.04	0.59	0.04

Movement, Approach, & Intersection Results

Lane LOS	A	A	C	A	A	A	B	A
95th-Percentile Queue Length [veh]	0.90	0.70	4.12	0.33	0.61	0.13	4.06	0.11
95th-Percentile Queue Length [ft]	22.52	17.53	102.97	8.23	15.16	3.22	101.50	2.83
Approach Delay [s/veh]	4.89		13.61		6.21		10.66	
Approach LOS	A		B		A		B	
Intersection Delay [s/veh]	9.54							
Intersection LOS	A							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\4- 2035 PM.pdf

Scenario 15 2035 PM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	96	120	173	22	315	67	25	78	22	170	314	33	1435

Heber 1200 S Intersection Analysis

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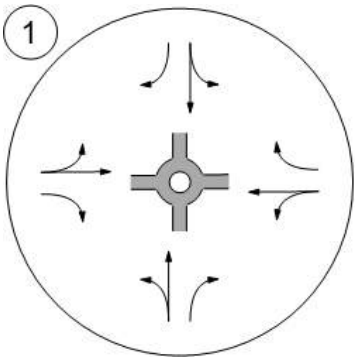
Scenario 15 2035 PM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**96**	**120**	**173**	**22**	**315**	**67**	**25**	**78**	**22**	**170**	**314**	**33**	**1435**

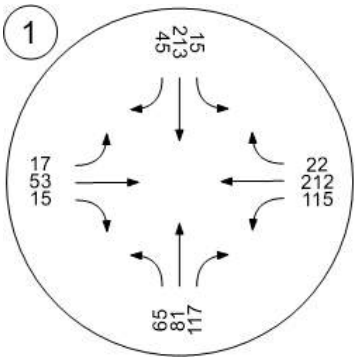
Lane Configuration and Traffic Control





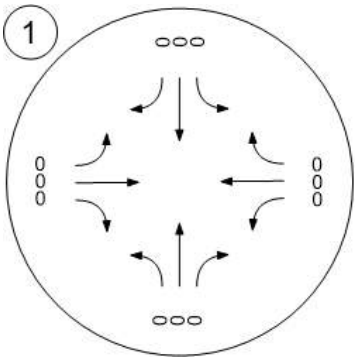
Traffic Volume - Base Volume





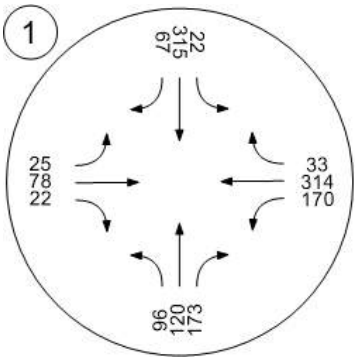
Traffic Volume - In-Process Volume





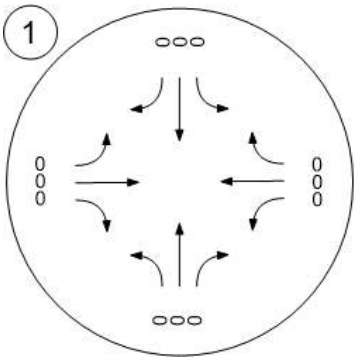
Traffic Volume - Future Background Volume





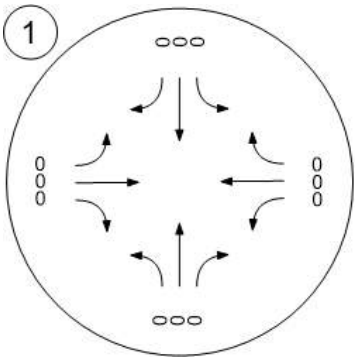
Traffic Volume - Net New Site Trips





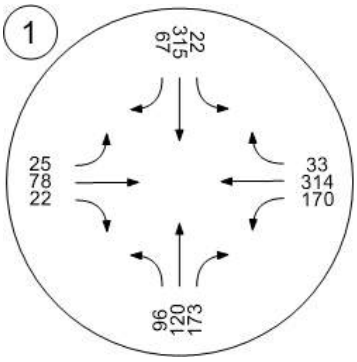
Traffic Volume - Other Volume





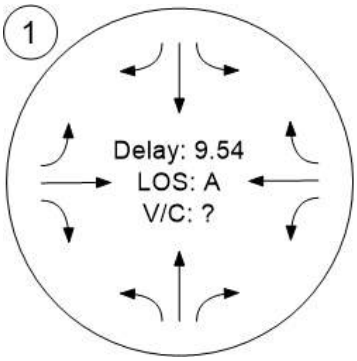
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Scenario 16 2050 AM Roundabout
Report File: C:\...\5 - 2050 AM.pdf
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		111.4	F

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	111.4
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes		

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	51	160	429	29	696	72	117	261	21	307	400	59
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	17	52	139	9	226	23	38	85	7	100	130	19
Total Analysis Volume [veh/h]	66	208	557	38	904	94	152	339	27	399	519	77
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	540			1004			1368			435		
Exiting Flow Rate [pc/h]	1329			367			597			385		
Demand Flow Rate [veh/h]	51	160	429	29	696	72	117	261	21	307	400	59
Adjusted Demand Flow Rate [veh/h]	66	208	557	38	904	94	152	339	27	399	519	77

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	280	0	961	0	501	0	937	0
Capacity of Entry and Bypass Lanes [pc/h]	898	933	606	856	444	356	982	1040
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	881	914	594	839	436	349	963	1019
X, volume / capacity	0.31	0.61	1.59	0.11	1.13	0.08	0.95	0.08

Movement, Approach, & Intersection Results

Lane LOS	A	B	F	A	F	B	E	A
95th-Percentile Queue Length [veh]	1.33	4.27	50.59	0.38	17.49	0.25	15.99	0.24
95th-Percentile Queue Length [ft]	33.32	106.80	1264.67	9.43	437.31	6.25	399.84	6.12
Approach Delay [s/veh]	11.14		265.26		107.70		36.82	
Approach LOS	B		F		F		E	
Intersection Delay [s/veh]	111.39							
Intersection LOS	F							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\5 - 2050 AM.pdf

Scenario 16 2050 AM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	51	160	429	29	696	72	117	261	21	307	400	59	2602

Heber 1200 S Intersection Analysis

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Report File: C:\...\5 - 2050 AM.pdf

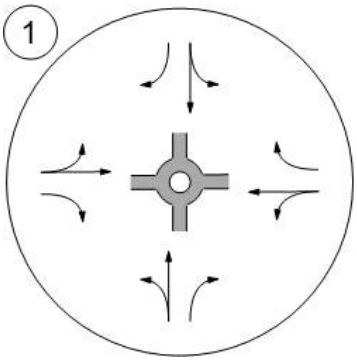
Scenario 16 2050 AM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**51**	**160**	**429**	**29**	**696**	**72**	**117**	**261**	**21**	**307**	**400**	**59**	**2602**

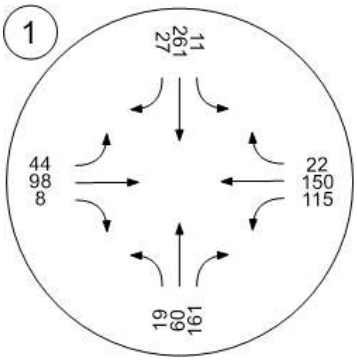
Lane Configuration and Traffic Control





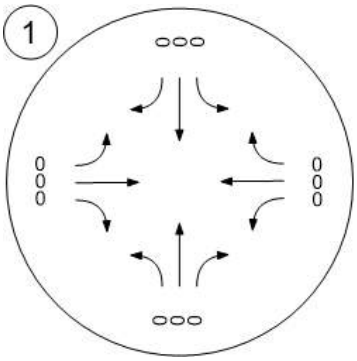
Traffic Volume - Base Volume





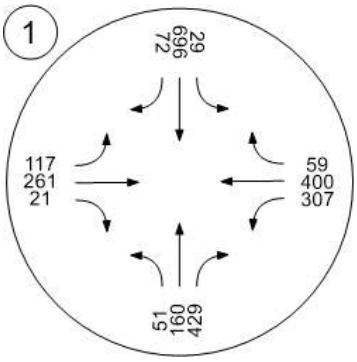
Traffic Volume - In-Process Volume





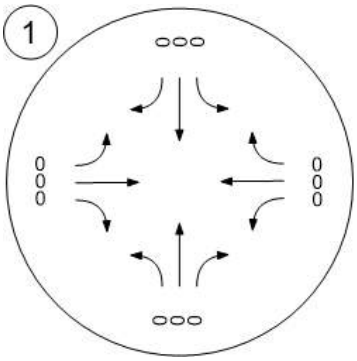
Traffic Volume - Future Background Volume





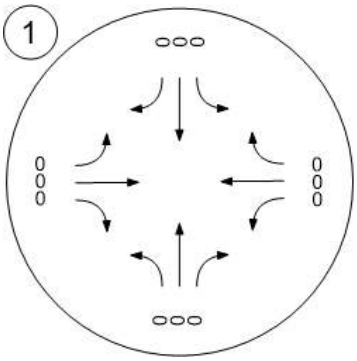
Traffic Volume - Net New Site Trips





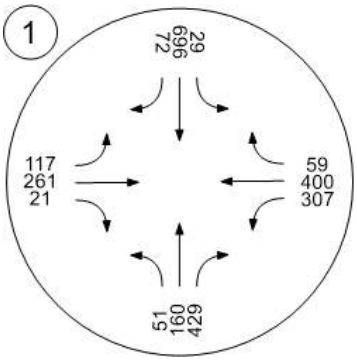
Traffic Volume - Other Volume





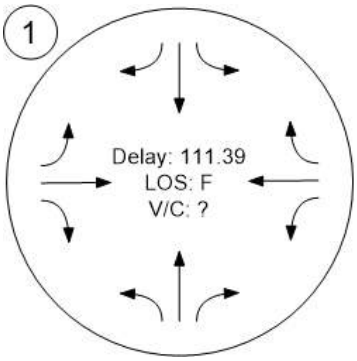
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Scenario 17 2050 PM Roundabout
Report File: C:\...\6 - 2050 PM.pdf
7/22/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		158.4	F

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	158.4
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	0	0	1	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	173	216	312	40	568	120	45	141	40	307	565	59
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	56	70	101	13	184	39	15	46	13	100	183	19
Total Analysis Volume [veh/h]	225	281	405	52	738	156	58	183	52	399	734	77
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	299			1385			1213			575		
Exiting Flow Rate [pc/h]	1160			346			978			240		
Demand Flow Rate [veh/h]	173	216	312	40	568	120	45	141	40	307	565	59
Adjusted Demand Flow Rate [veh/h]	225	281	405	52	738	156	58	183	52	399	734	77

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1380.00	1420.00	1420.00	1420.00	1380.00	1420.00	1420.00
B (coefficient)	0.00085	0.00102	0.00085	0.00085	0.00085	0.00102	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	517	0	806	0	246	0	1156	0
Capacity of Entry and Bypass Lanes [pc/h]	1102	1081	438	619	507	423	871	1059
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1080	1060	429	607	497	415	854	1038
X, volume / capacity	0.47	0.38	1.84	0.26	0.49	0.13	1.33	0.07

Movement, Approach, & Intersection Results

Lane LOS	A	A	F	A	C	B	F	A
95th-Percentile Queue Length [veh]	2.55	1.82	50.95	1.02	2.61	0.43	44.46	0.24
95th-Percentile Queue Length [ft]	63.86	45.40	1273.80	25.53	65.37	10.66	1111.59	6.00
Approach Delay [s/veh]	8.05		343.76		15.30		161.22	
Approach LOS	A		F		C		F	
Intersection Delay [s/veh]	158.36							
Intersection LOS	F							

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 7-22-26.vistro
Report File: C:\...\6 - 2050 PM.pdf

Scenario 17 2050 PM Roundabout
7/22/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	173	216	312	40	568	120	45	141	40	307	565	59	2586

Heber 1200 S Intersection Analysis

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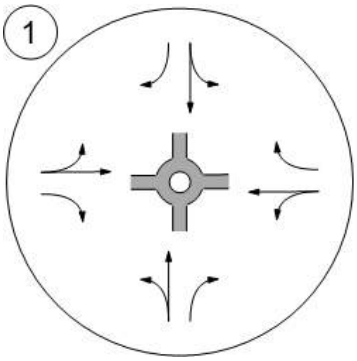
Scenario 17 2050 PM Roundabout
7/22/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**173**	**216**	**312**	**40**	**568**	**120**	**45**	**141**	**40**	**307**	**565**	**59**	**2586**

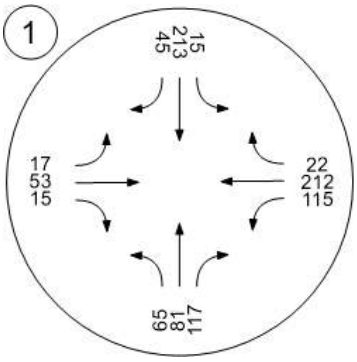
Lane Configuration and Traffic Control





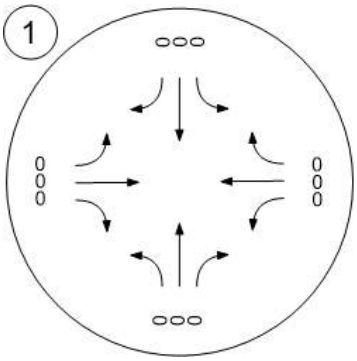
Traffic Volume - Base Volume





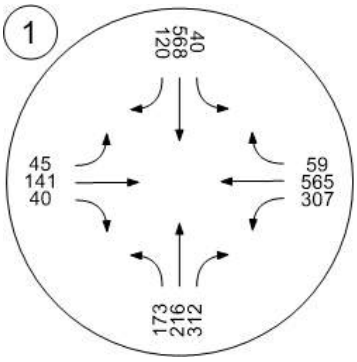
Traffic Volume - In-Process Volume





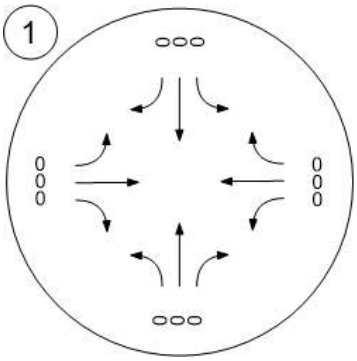
Traffic Volume - Future Background Volume





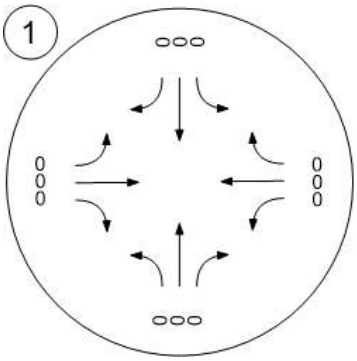
Traffic Volume - Net New Site Trips





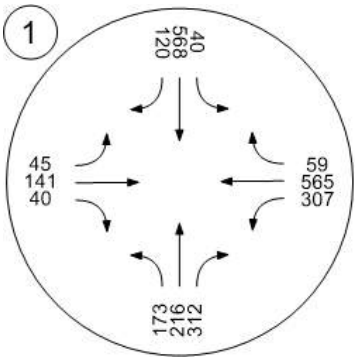
Traffic Volume - Other Volume





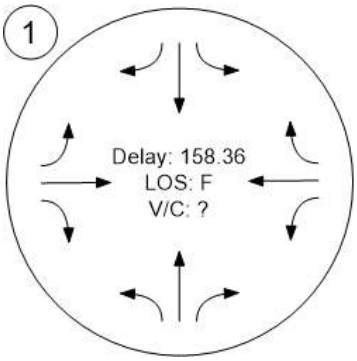
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

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Report File: C:\...\1 - EX AM.pdf

Scenario 3 EX AM Roundabout
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		5.9	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	5.9
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	6	19	52	4	85	9	14	32	3	37	49	7
Total Analysis Volume [veh/h]	25	78	209	14	339	35	57	127	10	149	195	29
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	202			376			512			163		
Exiting Flow Rate [pc/h]	508			138			224			357		
Demand Flow Rate [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Adjusted Demand Flow Rate [veh/h]	25	78	209	14	339	35	57	127	10	149	195	29

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	319	361	0	59	140	351	0
Capacity of Entry and Bypass Lanes [pc/h]	1197	1032	1174	843	919	1237	1264
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1173	1011	1151	827	901	1212	1239
X, volume / capacity	0.27	0.35	0.03	0.07	0.15	0.28	0.02

Movement, Approach, & Intersection Results

Lane LOS	A	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	1.08	1.58	0.09	0.22	0.54	1.18	0.07
95th-Percentile Queue Length [ft]	26.92	39.48	2.35	5.54	13.38	29.41	1.80
Approach Delay [s/veh]	5.51	6.86		5.34		5.37	
Approach LOS	A	A		A		A	
Intersection Delay [s/veh]	5.86						
Intersection LOS	A						

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\1 - EX AM.pdf

Scenario 3 EX AM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	19	60	161	11	261	27	44	98	8	115	150	22	976

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\1 - EX AM.pdf

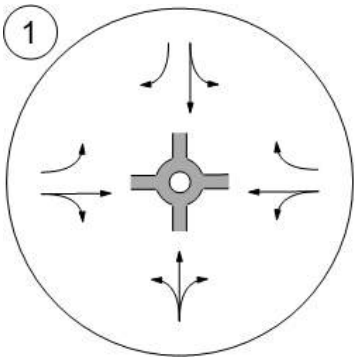
Scenario 3 EX AM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**19**	**60**	**161**	**11**	**261**	**27**	**44**	**98**	**8**	**115**	**150**	**22**	**976**

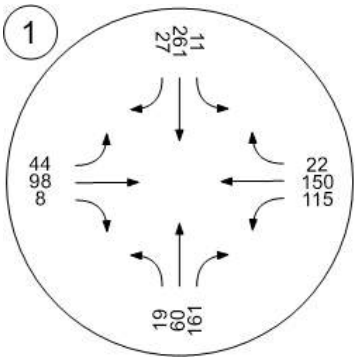
Lane Configuration and Traffic Control





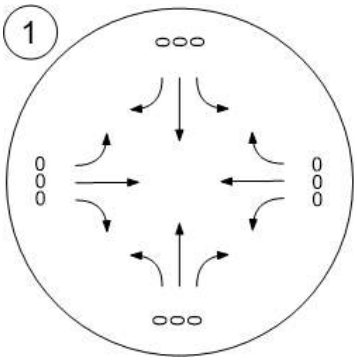
Traffic Volume - Base Volume





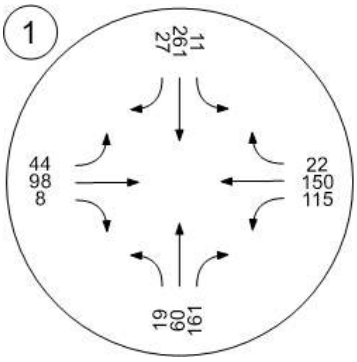
Traffic Volume - In-Process Volume





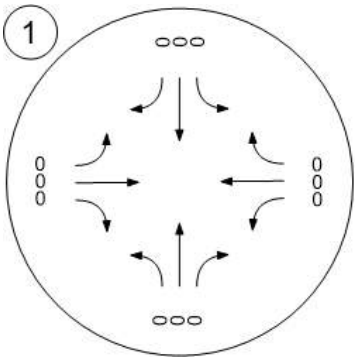
Traffic Volume - Future Background Volume





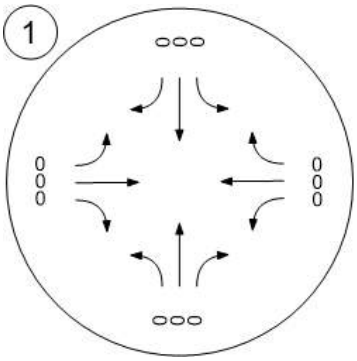
Traffic Volume - Net New Site Trips





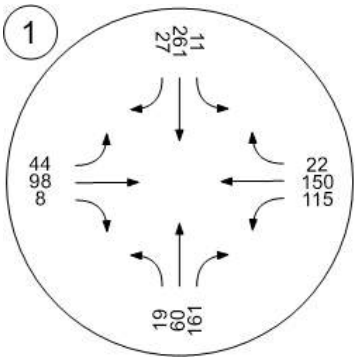
Traffic Volume - Other Volume





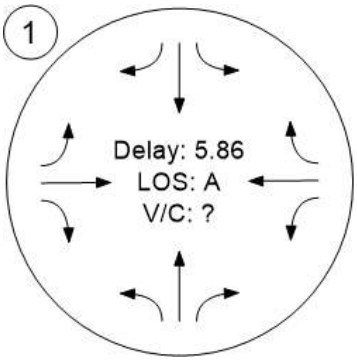
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\2 - EX PM.pdf

Scenario 13 EX PM Roundabout
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		6.1	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	6.1
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	21	26	38	5	69	15	6	17	5	37	69	7
Total Analysis Volume [veh/h]	84	105	152	19	277	58	22	69	19	149	275	29
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	112			518			454			215		
Exiting Flow Rate [pc/h]	454			130			366			245		
Demand Flow Rate [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Adjusted Demand Flow Rate [veh/h]	84	105	152	19	277	58	22	69	19	149	275	29

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	348	302	0	23	90	433	0
Capacity of Entry and Bypass Lanes [pc/h]	1291	915	1041	890	966	1183	1272
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1266	897	1020	872	947	1160	1248
X, volume / capacity	0.27	0.33	0.06	0.03	0.09	0.37	0.02

Movement, Approach, & Intersection Results

Lane LOS	A	A	A	A	A	A	A
95th-Percentile Queue Length [veh]	1.10	1.45	0.18	0.08	0.31	1.70	0.07
95th-Percentile Queue Length [ft]	27.40	36.29	4.52	1.94	7.67	42.46	1.78
Approach Delay [s/veh]	5.24	7.05		4.60		6.48	
Approach LOS	A	A		A		A	
Intersection Delay [s/veh]	6.14						
Intersection LOS	A						

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\2 - EX PM.pdf

Scenario 13 EX PM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	65	81	117	15	213	45	17	53	15	115	212	22	970

Heber 1200 S Intersection Analysis

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Report File: C:\...\2 - EX PM.pdf

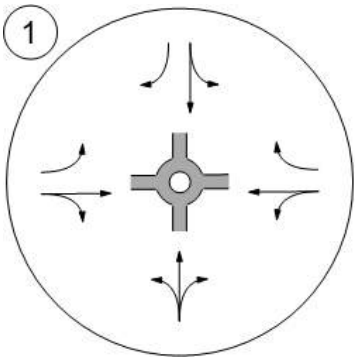
Scenario 13 EX PM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**65**	**81**	**117**	**15**	**213**	**45**	**17**	**53**	**15**	**115**	**212**	**22**	**970**

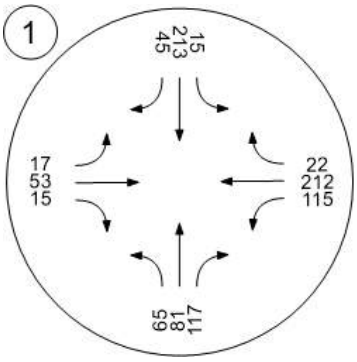
Lane Configuration and Traffic Control





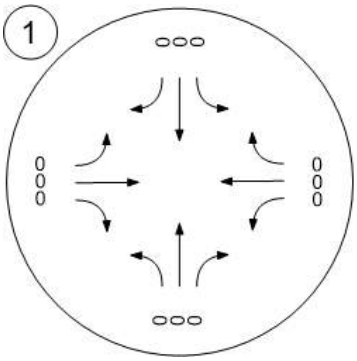
Traffic Volume - Base Volume





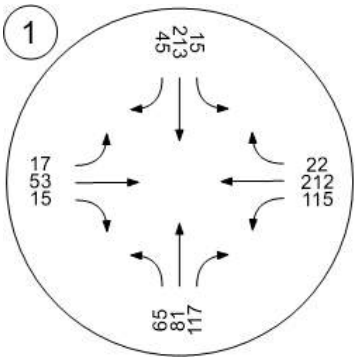
Traffic Volume - In-Process Volume





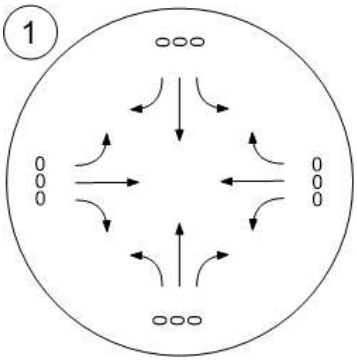
Traffic Volume - Future Background Volume





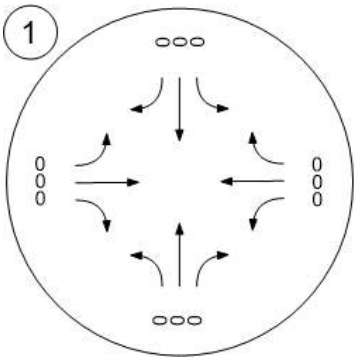
Traffic Volume - Net New Site Trips





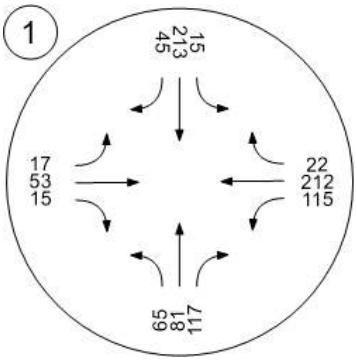
Traffic Volume - Other Volume





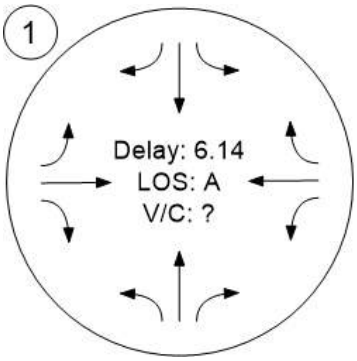
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\3 - 2035 AM.pdf

Scenario 14 2035 AM Roundabout
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		9.2	A

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	9.2
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes		

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	28	89	238	16	386	40	65	145	12	170	222	33
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	9	29	77	5	125	13	21	47	4	55	72	11
Total Analysis Volume [veh/h]	36	116	309	21	501	52	84	188	16	221	288	43
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	299			556			758			241		
Exiting Flow Rate [pc/h]	753			204			330			528		
Demand Flow Rate [veh/h]	28	89	238	16	386	40	65	145	12	170	222	33
Adjusted Demand Flow Rate [veh/h]	36	116	309	21	501	52	84	188	16	221	288	43

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	471	533	0	86	209	520	0
Capacity of Entry and Bypass Lanes [pc/h]	1102	886	1073	673	746	1158	1194
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1080	868	1052	660	732	1135	1171
X, volume / capacity	0.43	0.60	0.05	0.13	0.28	0.45	0.04

Movement, Approach, & Intersection Results

Lane LOS	A	B	A	A	A	A	A
95th-Percentile Queue Length [veh]	2.17	4.13	0.16	0.44	1.14	2.37	0.11
95th-Percentile Queue Length [ft]	54.34	103.31	3.90	10.89	28.54	59.23	2.86
Approach Delay [s/veh]	7.93	12.36		7.83		7.61	
Approach LOS	A	B		A		A	
Intersection Delay [s/veh]	9.18						
Intersection LOS	A						

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\3 - 2035 AM.pdf

Scenario 14 2035 AM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	28	89	238	16	386	40	65	145	12	170	222	33	1444

Heber 1200 S Intersection Analysis

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Report File: C:\...\3 - 2035 AM.pdf

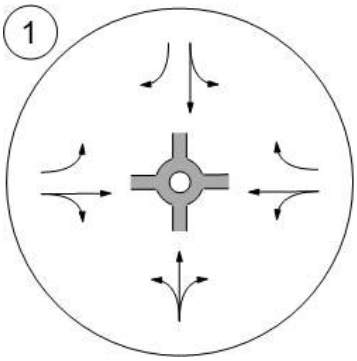
Scenario 14 2035 AM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**28**	**89**	**238**	**16**	**386**	**40**	**65**	**145**	**12**	**170**	**222**	**33**	**1444**

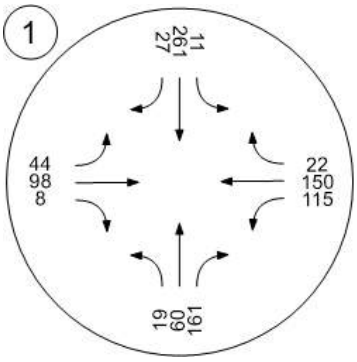
Lane Configuration and Traffic Control





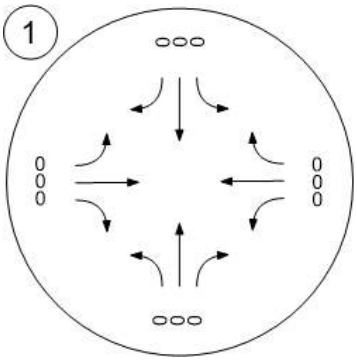
Traffic Volume - Base Volume





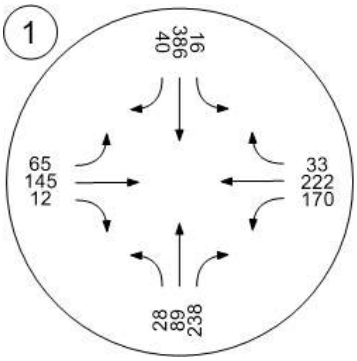
Traffic Volume - In-Process Volume





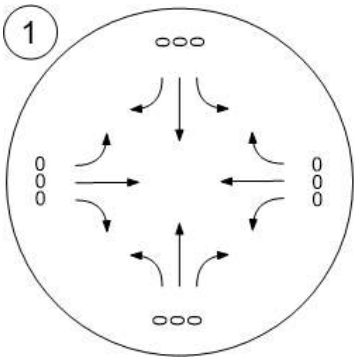
Traffic Volume - Future Background Volume





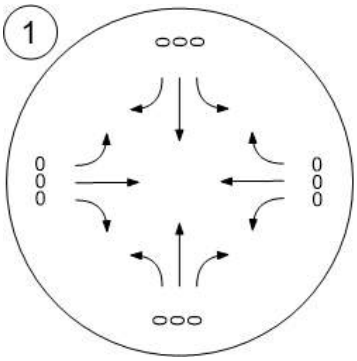
Traffic Volume - Net New Site Trips





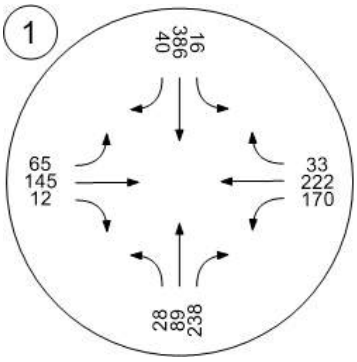
Traffic Volume - Other Volume





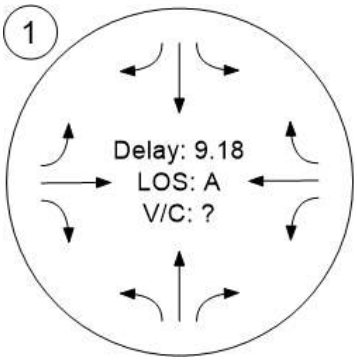
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

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Scenario 15 2035 PM Roundabout
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		10.2	B

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	10.2
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802	1.4802
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	96	120	173	22	315	67	25	78	22	170	314	33
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	31	39	56	7	102	22	8	25	7	55	102	11
Total Analysis Volume [veh/h]	125	156	225	29	409	87	32	101	29	221	408	43
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	165			769			672			319		
Exiting Flow Rate [pc/h]	672			192			544			362		
Demand Flow Rate [veh/h]	96	120	173	22	315	67	25	78	22	170	314	33
Adjusted Demand Flow Rate [veh/h]	125	156	225	29	409	87	32	101	29	221	408	43

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	517	447	0	33	133	642	0
Capacity of Entry and Bypass Lanes [pc/h]	1234	739	895	728	802	1083	1207
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1210	725	877	714	787	1062	1183
X, volume / capacity	0.42	0.60	0.10	0.04	0.17	0.59	0.04

Movement, Approach, & Intersection Results

Lane LOS	A	C	A	A	A	B	A
95th-Percentile Queue Length [veh]	2.11	4.12	0.33	0.14	0.59	4.06	0.11
95th-Percentile Queue Length [ft]	52.67	102.97	8.23	3.52	14.75	101.50	2.83
Approach Delay [s/veh]	7.19	13.61		6.15		10.66	
Approach LOS	A	B		A		B	
Intersection Delay [s/veh]	10.16						
Intersection LOS	B						

Heber 1200 S Intersection Analysis

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Report File: C:\...\4 - 2035 PM.pdf

Scenario 15 2035 PM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	96	120	173	22	315	67	25	78	22	170	314	33	1435

Heber 1200 S Intersection Analysis

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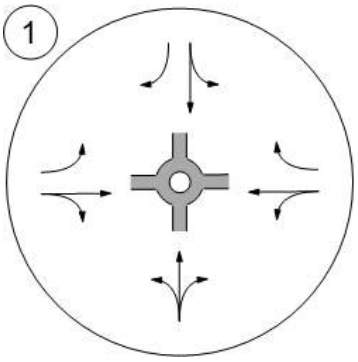
Scenario 15 2035 PM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	1.48	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**96**	**120**	**173**	**22**	**315**	**67**	**25**	**78**	**22**	**170**	**314**	**33**	**1435**

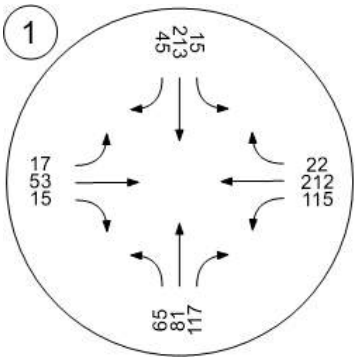
Lane Configuration and Traffic Control





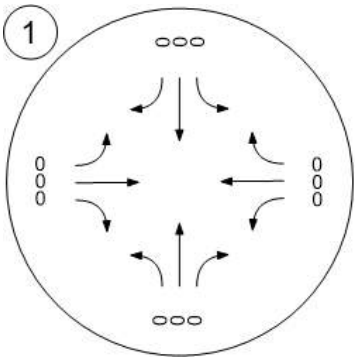
Traffic Volume - Base Volume





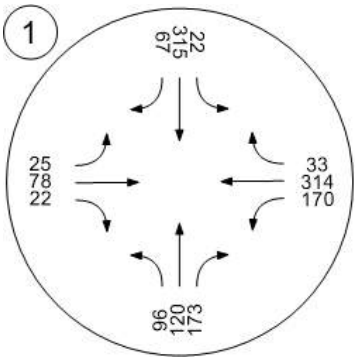
Traffic Volume - In-Process Volume





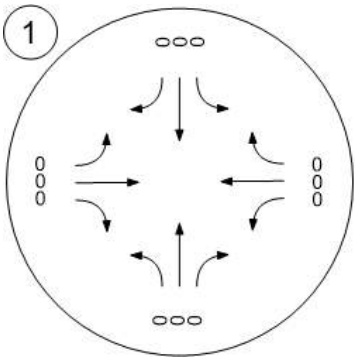
Traffic Volume - Future Background Volume





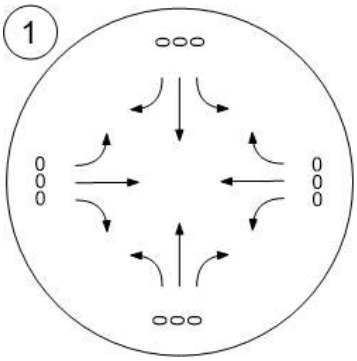
Traffic Volume - Net New Site Trips





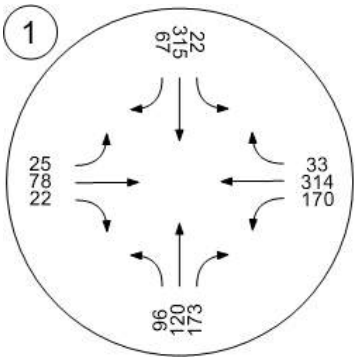
Traffic Volume - Other Volume





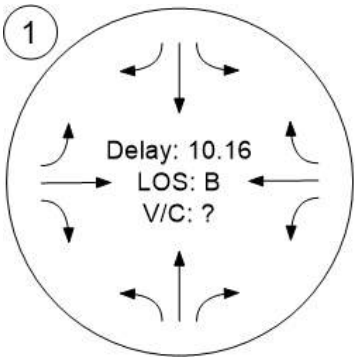
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

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Scenario 16 2050 AM Roundabout
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		107.4	F

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	107.4
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes		

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	19	60	161	11	261	27	44	98	8	115	150	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	51	160	429	29	696	72	117	261	21	307	400	59
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	17	52	139	9	226	23	38	85	7	100	130	19
Total Analysis Volume [veh/h]	66	208	557	38	904	94	152	339	27	399	519	77
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	540			1004			1368			435		
Exiting Flow Rate [pc/h]	1357			367			597			953		
Demand Flow Rate [veh/h]	51	160	429	29	696	72	117	261	21	307	400	59
Adjusted Demand Flow Rate [veh/h]	66	208	557	38	904	94	152	339	27	399	519	77

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	848	961	0	156	374	937	0
Capacity of Entry and Bypass Lanes [pc/h]	898	606	856	384	444	982	1040
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	881	594	839	377	436	963	1019
X, volume / capacity	0.94	1.59	0.11	0.40	0.84	0.95	0.08

Movement, Approach, & Intersection Results

Lane LOS	E	F	A	C	E	E	A
95th-Percentile Queue Length [veh]	14.85	50.59	0.38	1.91	8.16	15.99	0.24
95th-Percentile Queue Length [ft]	371.30	1264.67	9.43	47.64	204.01	399.84	6.12
Approach Delay [s/veh]	39.81	265.26		35.71		36.82	
Approach LOS	E	F		E		E	
Intersection Delay [s/veh]	107.40						
Intersection LOS	F						

Heber 1200 S Intersection Analysis

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Scenario 16 2050 AM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	51	160	429	29	696	72	117	261	21	307	400	59	2602

Heber 1200 S Intersection Analysis

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Report File: C:\...\5 - 2050 AM.pdf

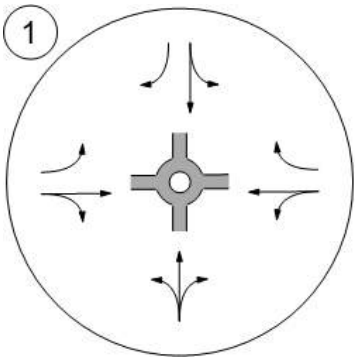
Scenario 16 2050 AM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	19	60	161	11	261	27	44	98	8	115	150	22	976
		Growth Factor	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**51**	**160**	**429**	**29**	**696**	**72**	**117**	**261**	**21**	**307**	**400**	**59**	**2602**

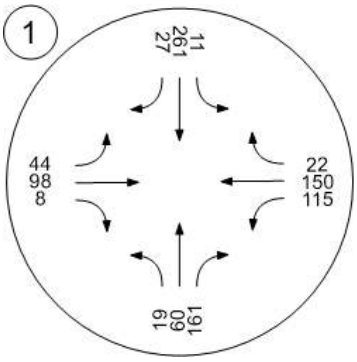
Lane Configuration and Traffic Control





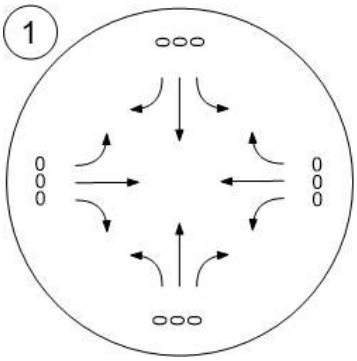
Traffic Volume - Base Volume





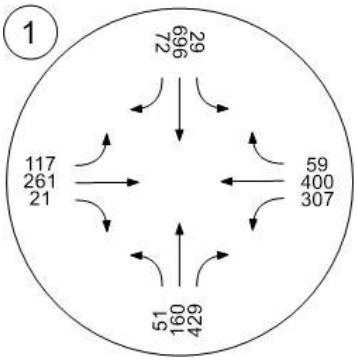
Traffic Volume - In-Process Volume





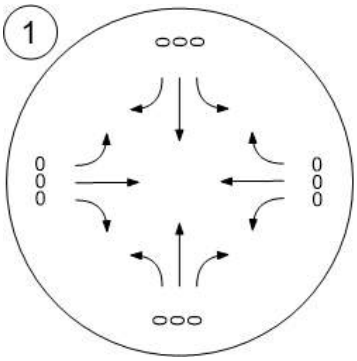
Traffic Volume - Future Background Volume





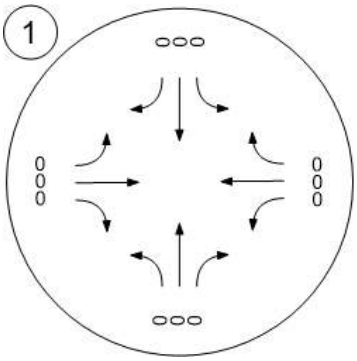
Traffic Volume - Net New Site Trips





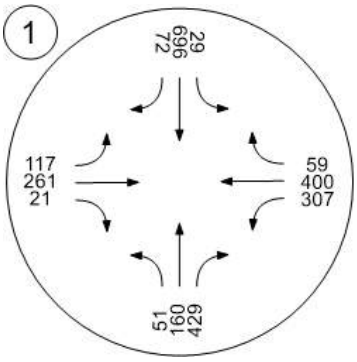
Traffic Volume - Other Volume





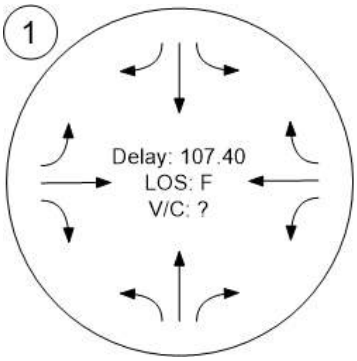
Traffic Volume - Future Total Volume





Traffic Conditions





Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Scenario 17 2050 PM Roundabout
Report File: C:\...\6 - 2050 PM.pdf
7/23/2026

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	1200 S & Mill Road	Roundabout	HCM 7th Edition	SB Thru		162.2	F

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: 1200 S & Mill Road

Control Type:	Roundabout	Delay (sec / veh):	162.2
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes		

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	1	0	0	0	0	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	180.00	100.00	100.00	100.00	100.00	100.00	180.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0	1	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	35.00			35.00			35.00			35.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name												
Base Volume Input [veh/h]	65	81	117	15	213	45	17	53	15	115	212	22
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658	2.6658
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	173	216	312	40	568	120	45	141	40	307	565	59
Peak Hour Factor	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700	0.7700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	56	70	101	13	184	39	15	46	13	100	183	19
Total Analysis Volume [veh/h]	225	281	405	52	738	156	58	183	52	399	734	77
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Number of Conflicting Circulating Lanes	2			2			2			2		
Circulating Flow Rate [pc/h]	299			1385			1213			575		
Exiting Flow Rate [pc/h]	1213			346			978			653		
Demand Flow Rate [veh/h]	173	216	312	40	568	120	45	141	40	307	565	59
Adjusted Demand Flow Rate [veh/h]	225	281	405	52	738	156	58	183	52	399	734	77

Lanes

Overwrite Calculated Critical Headway	No	No	No	No	No	No	No
User-Defined Critical Headway [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Overwrite Calculated Follow-Up Time	No	No	No	No	No	No	No
User-Defined Follow-Up Time [s]	3.00	3.00	3.00	3.00	3.00	3.00	3.00
A (intercept)	1420.00	1420.00	1420.00	1350.00	1420.00	1420.00	1420.00
B (coefficient)	0.00085	0.00085	0.00085	0.00092	0.00085	0.00085	0.00085
HV Adjustment Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Entry Flow Rate [pc/h]	930	806	0	60	240	1156	0
Capacity of Entry and Bypass Lanes [pc/h]	1102	438	619	443	507	871	1059
Pedestrian Impedance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Capacity per Entry Lane [veh/h]	1080	429	607	434	497	854	1038
X, volume / capacity	0.84	1.84	0.26	0.13	0.47	1.33	0.07

Movement, Approach, & Intersection Results

Lane LOS	C	F	A	B	C	F	A
95th-Percentile Queue Length [veh]	10.73	50.95	1.02	0.46	2.50	44.46	0.24
95th-Percentile Queue Length [ft]	268.26	1273.80	25.53	11.47	62.59	1111.59	6.00
Approach Delay [s/veh]	22.40	343.76		14.83		161.22	
Approach LOS	C	F		B		F	
Intersection Delay [s/veh]	162.21						
Intersection LOS	F						

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\6 - 2050 PM.pdf

Scenario 17 2050 PM Roundabout
7/23/2026

Turning Movement Volume: Summary

ID	Intersection Name	Northbound			Southbound			Eastbound			Westbound			Total Volume
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	173	216	312	40	568	120	45	141	40	307	565	59	2586

Heber 1200 S Intersection Analysis

Vistro File: C:\...\Heber Intersection Study 3-5-26.vistro
Report File: C:\...\6 - 2050 PM.pdf

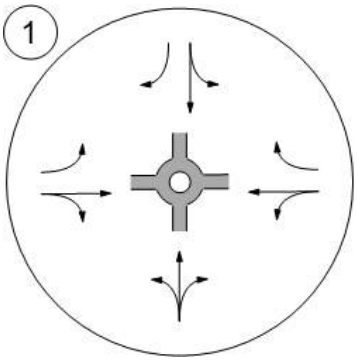
Scenario 17 2050 PM Roundabout
7/23/2026

Turning Movement Volume: Detail

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	1200 S & Mill Road	Final Base	65	81	117	15	213	45	17	53	15	115	212	22	970
		Growth Factor	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	0	0	0	0	0	0	0	0	0	0	0	0	0
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		Future Total	**173**	**216**	**312**	**40**	**568**	**120**	**45**	**141**	**40**	**307**	**565**	**59**	**2586**

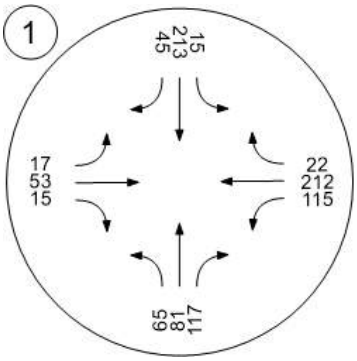
Lane Configuration and Traffic Control





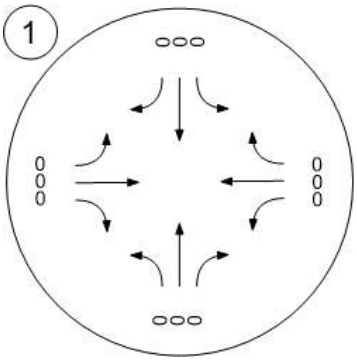
Traffic Volume - Base Volume





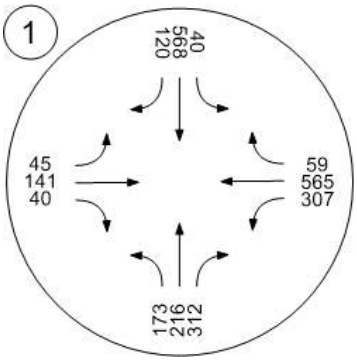
Traffic Volume - In-Process Volume





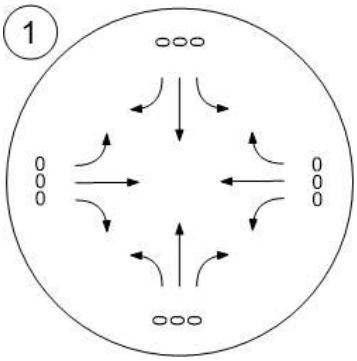
Traffic Volume - Future Background Volume





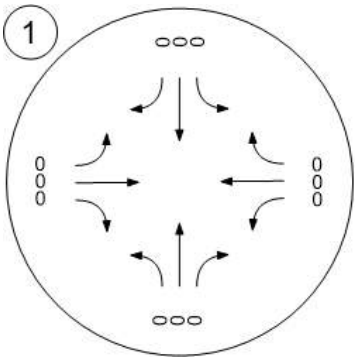
Traffic Volume - Net New Site Trips





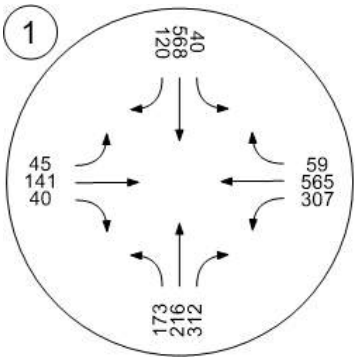
Traffic Volume - Other Volume





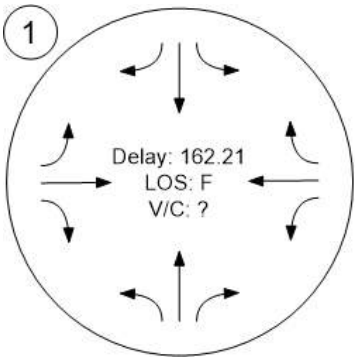
Traffic Volume - Future Total Volume





Traffic Conditions





Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Traffic Calming & Pedestrian Safety Improvements
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

Staff is proposing some traffic calming and pedestrian safety improvements to address concerns on 100 West and other areas and requests input and confirmation of Council support before moving forward.

RECOMMENDATION

Consider the information presented by staff including potential loss of roadside parking in some areas. Direct staff to move forward with improvements and contracting methods as proposed.

BACKGROUND

Earlier this year, the City received a written request regarding pedestrian safety along 100 West from 600 South to 1000 South. Staff responded to the complaint, but indicated further follow-up with the Council regarding the issue would take place (see attached). This item is a follow-up to that issue. Staff has also evaluated several other traffic calming requests and determined additional improvements are justified in some areas.

DISCUSSION

After evaluation of several traffic calming and pedestrian safety requests, staff is recommending the following improvements at this time:
- Striping Improvements to 100 West between 600 South and 1000 South
- Fill in the sidewalk gaps on the west side of 100 West between 600 South and 1000 South (approximately 1,100 LF)
- Add a School Crosswalk with Bulb-Outs at 910 South 100 West
- Add a School Crosswalk with Bulb-Outs and Pedestrian Activated RRFBs at 910 South 300 West
- Add additional horizontal Bulb-Outs as traffic calming improvements at the following locations:
    - Near 640 N Mill Rd
    - Near 380 N Mill Rd
    - Near the Willow Way & Valley Hills Dr Intersection

Due to limited ROW, the sidewalk will likely be directly behind the curb. We could get a 3-4 foot

planter strip in most areas if desired, but for consistency it is recommended to be directly behind the curb. The exception to this would be though the Lee's property where it is proposed to be run outside of the ROW between the trees in an easement. The new sidewalk is proposed to be 5 ft wide, but there are some existing 4 ft sections that would remain (unless directed otherwise).

Please note that implementation of these improvements will result in loss of street parking in locations where bulb-outs are installed and in locations along 100 West where a turn lane is striped. Although some may view this as a negative thing, I believe we need to consider what is best for the overall community over individual preferences and convenience.

We can acknowledge that there are also many other places in the City where traffic calming or pedestrian safety improvements could be made. Although we would love to address all concerns immediately, it's important to recognize that there are budgetary and staffing constraints we need to work within. We will continue to evaluate concerns and prioritize projects in the future based on available time and resources.

An option to get the sidewalk and 100 West improvements completed as soon as possible is to work with the contractor the City already has under contract for the 300 South Trail through a Change Order. They are just wrapping up work on 300 South and could start work on 100 West within the next couple weeks. Staff is happy with the work they have done and their bid for the 300 South trail was 12% lower than the next bidder and 27% lower than the average bid.

Our procurement policy generally requires 3 quotes for contracts of the expected value of the change order ($75,000 to $150,000), and stipulates that projects shouldn't be arranged, fragmented, or divided with the purpose of circumventing the policy. However, the policy also indicates the purpose of the policy is to "ensure that the City will receive the best possible service or product at the lowest possible price", and allows for exceptions "which require prompt execution of the contract because of an imminent threat to the safety and welfare of the public" and where doing so "clearly outweighs the benefit of competitive bidding in the usual manner".

In this case staff believes that moving forward as soon as possible through change order:
- Would help to address an existing public safety concern sooner.
- Could save the City money as expense associated with the bidding process could be eliminated.
- Can help in getting more work done before winter setting in and reduce costs for winter work.
- That bidding through a sealed bid process has already taken place to ensure fair pricing.
- Would be in the best overall interest of the City.

FISCAL IMPACT

The FY27 budget includes $200,000 of Transportation Tax funding (Fund 48) that could be used for the proposed improvements.

CONCLUSION

Seeing that budget is available for this work and that contracts are in place that would allow for expeditious completion of some of the recommended improvements, staff recommends approval of the recommended projects and contracting methods as proposed if agreeable terms can be reached with existing contractors.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

Alternative 4 - Denial

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

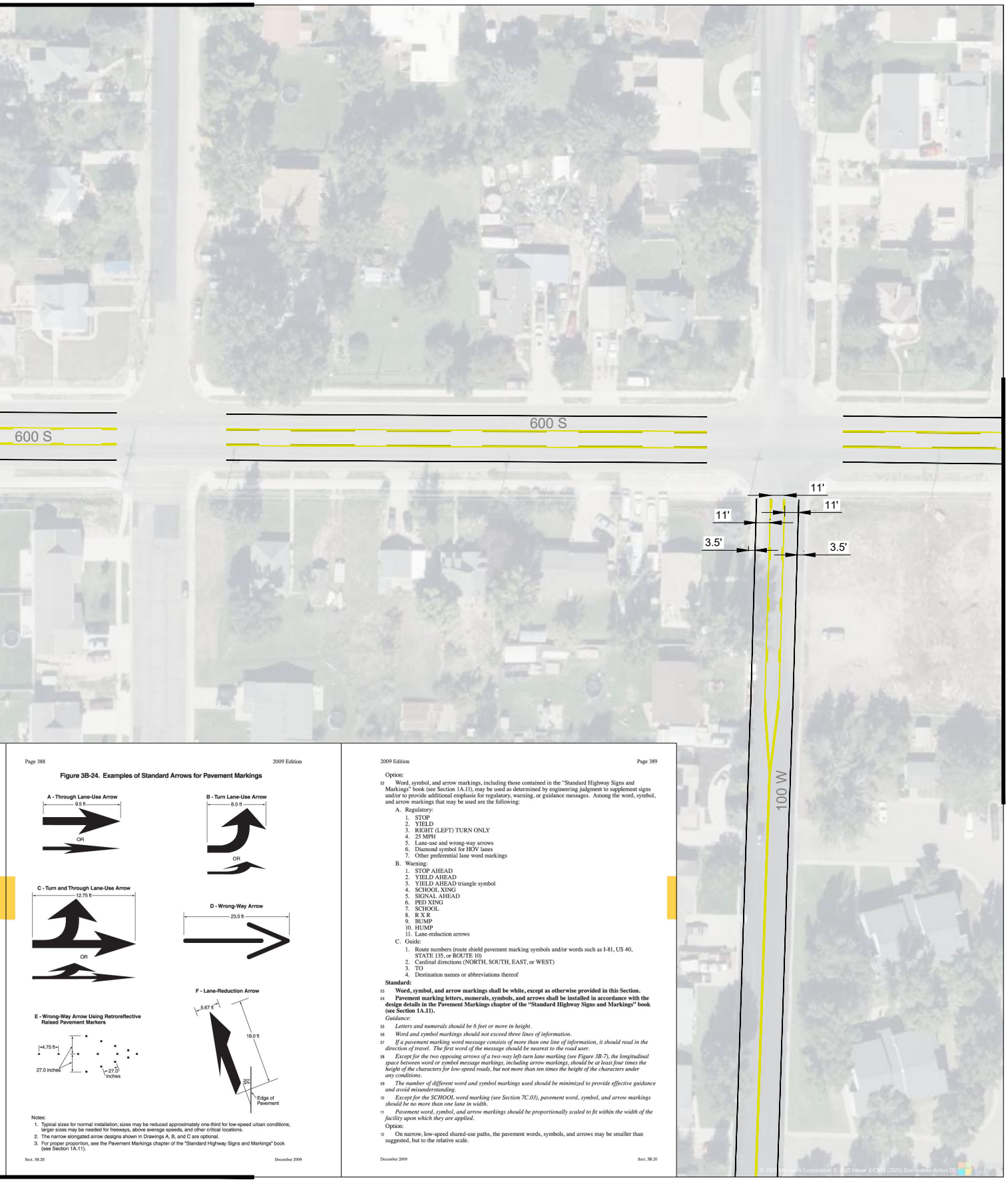
ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Proposed 100 W Striping Exhibit
2. 100 West Safety Concerns Response Email

E SEE SHEET STR-48



MATCHLINE SEE SHEET STR-56

Figure 3B-24. Examples of Standard Arrows for Pavement Markings

Notes:
1. Typical sizes for normal installation; sizes may be reduced approximately one-third for low-speed urban conditions; larger sizes may be needed for freeways, above average speeds, and other critical locations.
2. The narrow elongated arrow designs shown in Drawings A, B, and C are optional.
3. For proper proportion, see the Pavement Markings chapter of the "Standard Highway Signs and Markings" book (see Section 1A.11).

Option:

02 Word, symbol, and arrow markings, including those contained in the "Standard Highway Signs and Markings" book (see Section 1A.11), may be used as determined by engineering judgment to supplement signs and/or to provide additional emphasis for regulatory, warning, or guidance messages. Among the word, symbol, and arrow markings that may be used are the following:

A. Regulatory:
1. STOP
2. YIELD
3. RIGHT (LEFT) TURN ONLY
4. 25 MPH
5. Lane-use and wrong-way arrows
6. Diamond symbol for HOV lanes
7. Other preferential lane word markings

B. Warning:
1. STOP AHEAD
2. YIELD AHEAD
3. YIELD AHEAD triangle symbol
4. SCHOOL XING
5. SIGNAL AHEAD
6. PED XING
7. SCHOOL
8. R X R
9. BUMP
10. HUMP
11. Lane-reduction arrows

C. Guide:
1. Route numbers (route shield pavement marking symbols and/or words such as I-81, US 40, STATE 135, or ROUTE 10)
2. Cardinal directions (NORTH, SOUTH, EAST, or WEST)
3. TO
4. Destination names or abbreviations thereof

Standard:

03 **Word, symbol, and arrow markings shall be white, except as otherwise provided in this Section.**

04 **Pavement marking letters, numerals, symbols, and arrows shall be installed in accordance with the design details in the Pavement Markings chapter of the "Standard Highway Signs and Markings" book (see Section 1A.11).**

Guidance:

05 *Letters and numerals should be 6 feet or more in height.*

06 *Word and symbol markings should not exceed three lines of information.*

07 *If a pavement marking word message consists of more than one line of information, it should read in the direction of travel. The first word of the message should be nearest to the road user.*

08 *Except for the two opposing arrows of a two-way left-turn lane marking (see Figure 3B-7), the longitudinal space between word or symbol message markings, including arrow markings, should be at least four times the height of the characters for low-speed roads, but not more than ten times the height of the characters under any conditions.*

09 *The number of different word and symbol markings used should be minimized to provide effective guidance and avoid misunderstanding.*

10 *Except for the SCHOOL word marking (see Section 7C.03), pavement word, symbol, and arrow markings should be no more than one lane in width.*

11 *Pavement word, symbol, and arrow markings should be proportionally scaled to fit within the width of the facility upon which they are applied.*

Option:

12 On narrow, low-speed shared-use paths, the pavement words, symbols, and arrows may be smaller than suggested, but to the relative scale.

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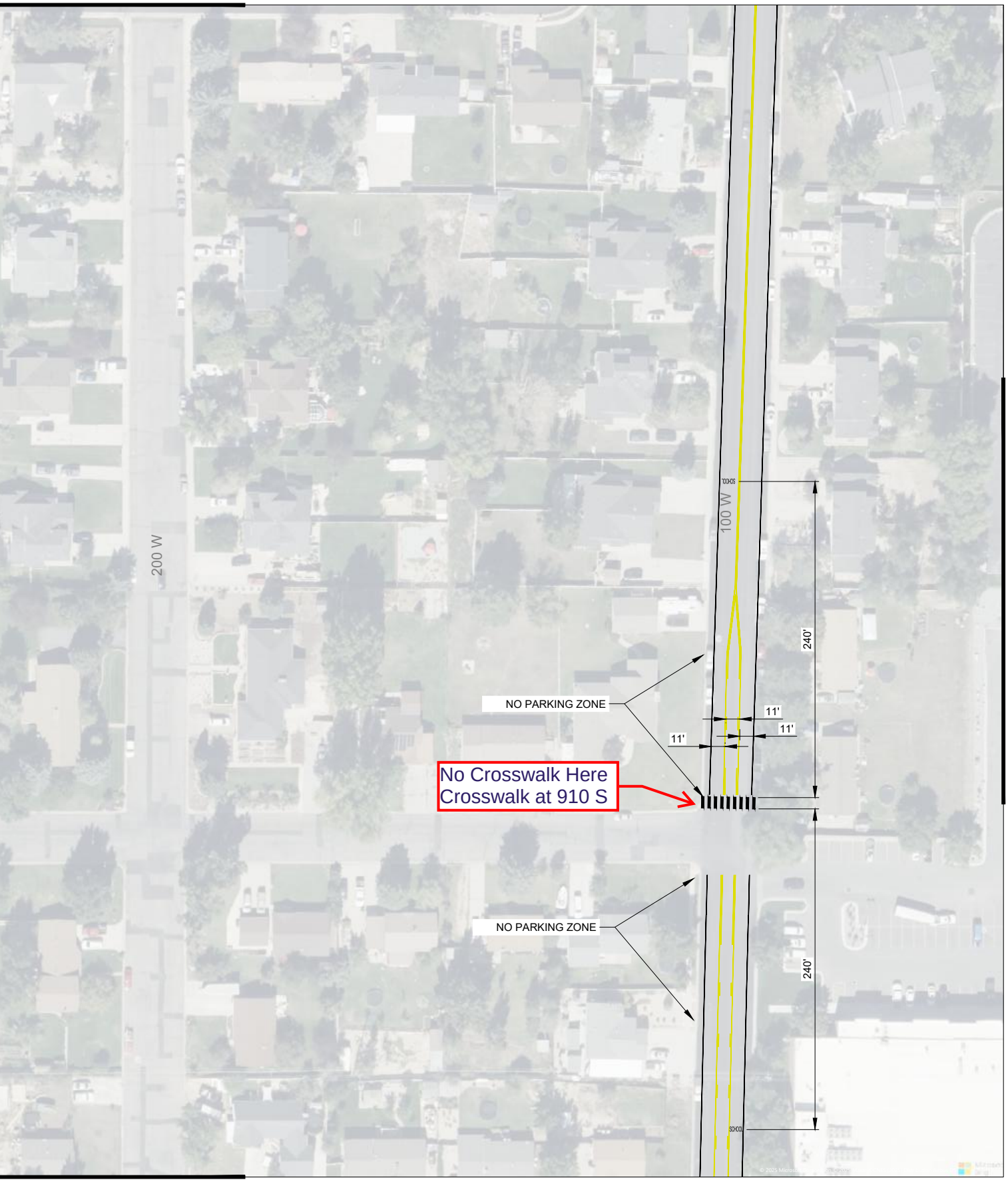
E SEE SHEET STR-63A

2026 HEBER CITY STRIPING PLAN

300 W - 03 & 600 S -06

DESIGNED -	DATE -	PROJECT NO. -
DRAWN -	DATE -	SHEET NO. 55 OF 116
CHECKED -	DATE -	DRAWING NO. STR-55

SEE SHEET STR-55



MATCHLINE SEE SHEET STR-63B

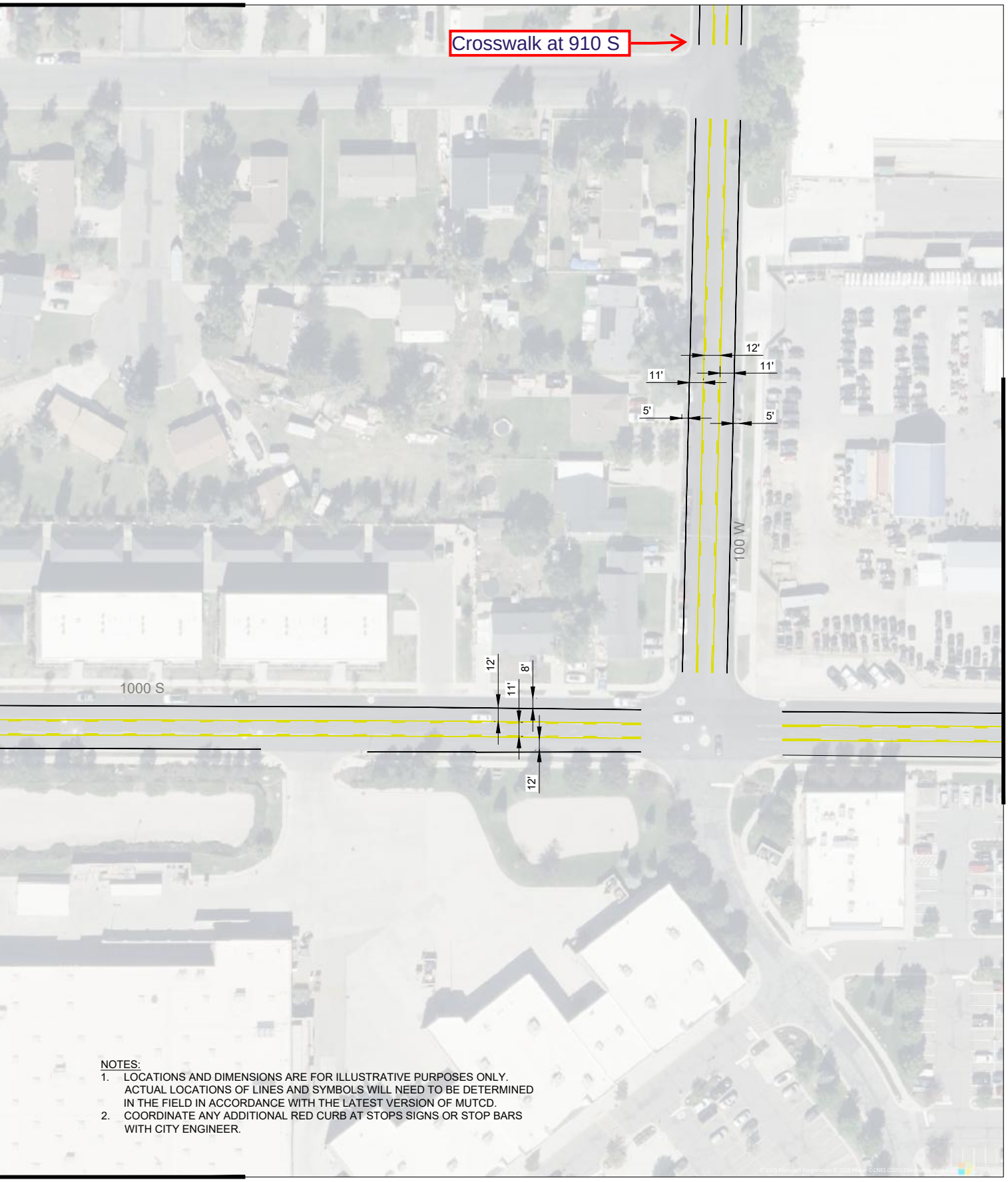
SEE SHEET STR-69

2026 HEBER CITY STRIPING PLAN

300 W - 04

DESIGNED -	DATE -	PROJECT NO. -
DRAWN -	DATE -	SHEET NO. 63A OF 116
CHECKED -	DATE -	DRAWING NO. STR-63A

SEE SHEET STR-63



MATCHLINE SEE SHEET STR-70

NOTES:
1. LOCATIONS AND DIMENSIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL LOCATIONS OF LINES AND SYMBOLS WILL NEED TO BE DETERMINED IN THE FIELD IN ACCORDANCE WITH THE LATEST VERSION OF MUTCD.
2. COORDINATE ANY ADDITIONAL RED CURB AT STOPS SIGNS OR STOP BARS WITH CITY ENGINEER.

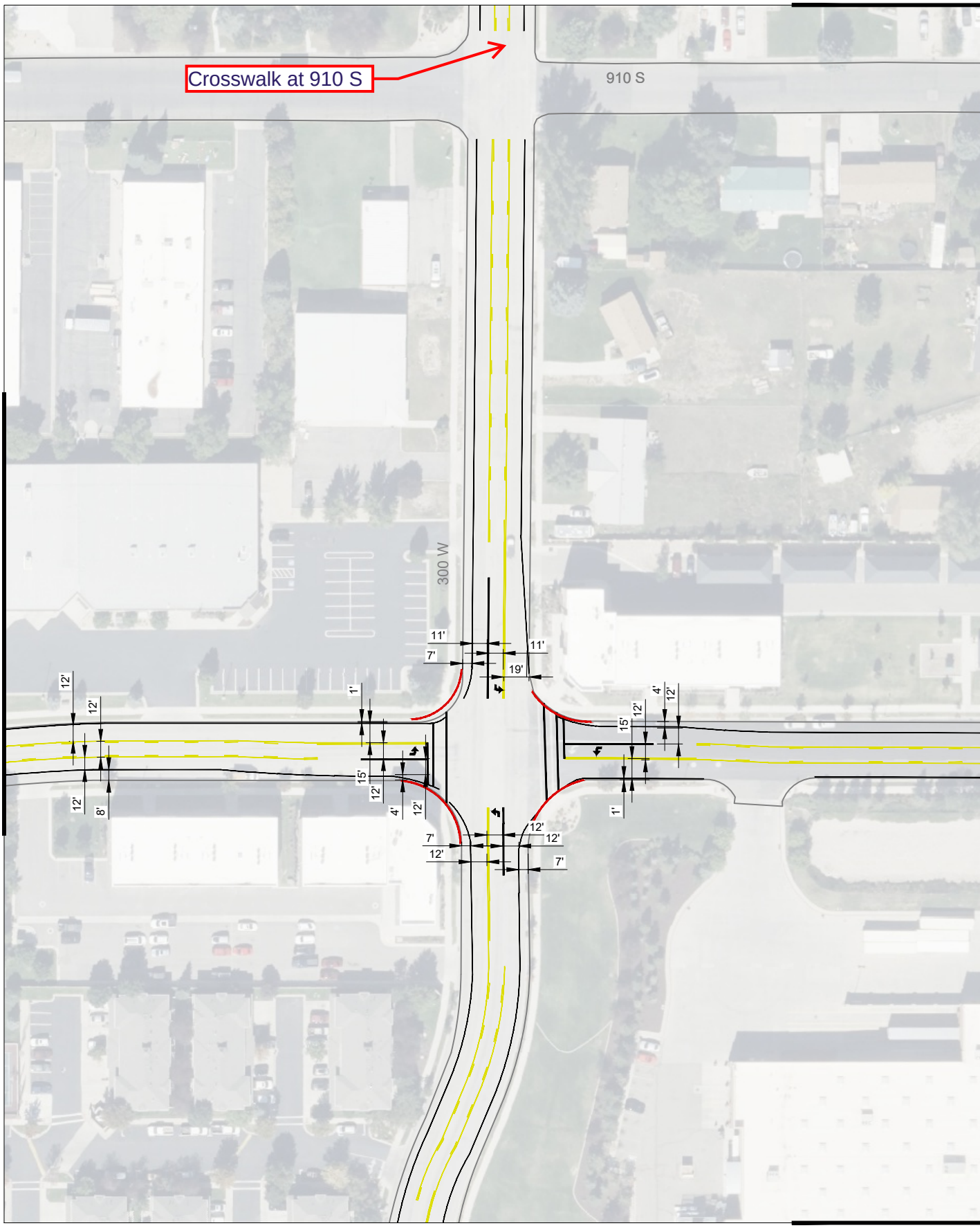
SEE SHEET STR-75

2026 HEBER CITY STRIPING PLAN

1000 S - 02 & 300 W -05

DESIGNED -	DATE -	PROJECT NO. -
DRAWN -	DATE -	SHEET NO. 69 OF 116
CHECKED -	DATE -	DRAWING NO. STR-69

MATCHLINE



MATCHLINE

HEBER CITY	SCALE HORIZONTAL 1" = 100' VERTICAL NONE	WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

H:\heber city\striping plan\2020 striping plans\2020 Striping Master Map.dwg - STR-69 - 12/10/2025 02:49pm, natalier

Outlook

100 West Safety Concerns

From Russell Funk <rfunk@Heberut.gov>
Date Sat 8/15/2026 2:53 PM
To franklin6988@gmail.com <franklin6988@gmail.com>
Cc City Council <citycouncil@heberut.gov>; Matt Brower <mbrower@Heberut.gov>; Parker Sever <psever@heberut.gov>; Jeremy Cook <jcook@ck.law>

1 attachment (220 KB)
Safety Violation Letter - 100 West - Julie Franklin (1).pdf;

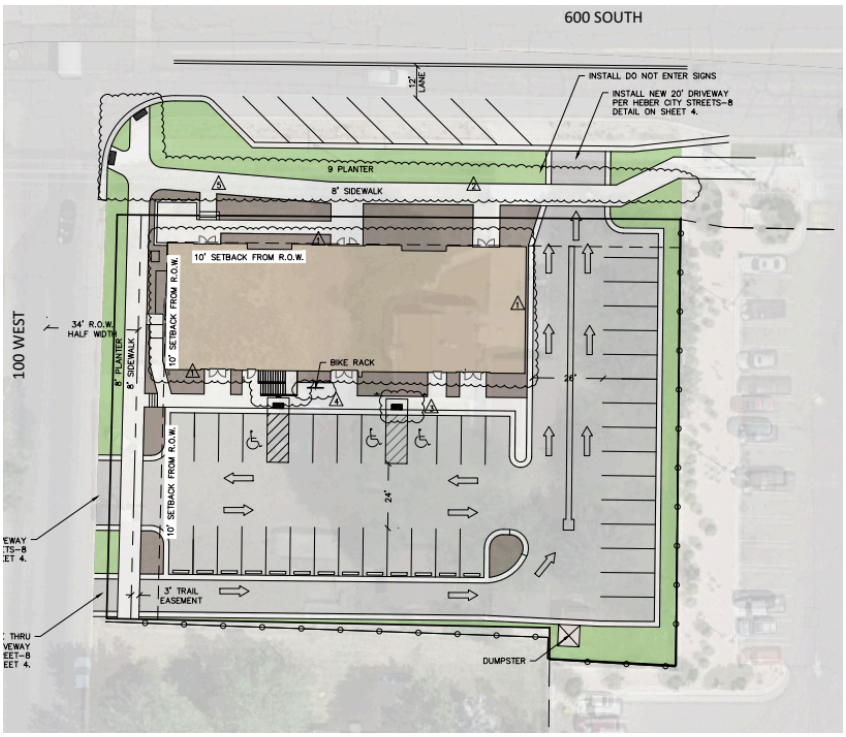
Ms Franklin,

Thank you for your recent letter (attached) and interest in safety for pedestrians along 100 West in Heber City. I have looked into your requests, coordinated with the City Council, and offer the following response.

As mentioned during the meeting, it is my understanding that the Safe Route to School for both Heber Valley Elementary and Rocky Mountain Middle do not include walking along 100 West. I met with both schools within the last couple years and the maps did not include 100 West at that time. That doesn't mean kids don't have to cross or walk along this road to get to the Safe Route on 300 West, or that the map couldn't change at the request of the Community Councils for each school, but I don't believe that 100 West is on their safe routes maps currently. I have reached out to the principals for both schools to confirm and have asked for their input on the number of kids that may walk along and cross 100 West and their thoughts on the potential need for a crosswalk. As we get additional information, if appropriate, the City may take further action to address concerns identified through this coordination.

Regarding the specific complaints/demands as outlined on pages 4 & 5 of the complaint letter.

1. **Complaint about Construction Fencing**
   The construction fence for the lofts on 6th development originally extended to the back of curb along 100 West. The fence was pulled back from the curb, but as you noted, this still does not result in an ADA compliant safe walking area along 100 West. However, it's important to note, that no sidewalk existed along the 100 West frontage before the project, so the project has not resulted in a change that way, and is still consistent with the rest of the 100 West corridor. The trail along 600 south is still open and accessible (although it will be relocated at some point during construction). It's also important to understand that after construction of the project, there will be sidewalks and trails long both street frontages (see below).



2. **Absence of Sidewalk / Complaint that the City is not requiring Sidewalk per Code.**
   To clarify, new sidewalk curb and gutter is being required along new development frontages, although that hasn't always been the case. We understand that there are sections of missing sidewalk along the corridor from 600 S to 1000 W from earlier developments. Recent developments include the Lofts on 6th (shown above), the Karl Malone Polaris near 1000 south, and a few others in between which do include sidewalk.

   FYI - Section 12.08.60 of our code that you referenced has been repealed. Regardless, our standards do generally require curb, gutter, and sidewalk on public roads as part of new development, but keep in mind that there are exceptions to this requirement in the CHOZ code that was adopted last year.

   I'm not aware of any code requiring the City to install sidewalks along existing roads where none exists and no budget has been included in the current budget that could be used for this purpose. The City may pursue additional improvements in this area in the future based on available resources. The City tries to be pro-active in this area and currently has 2 other safe school route projects (North 300 West & North 300 East) that we have been pursuing for several years. 300 West is planned to be built next year, 300 East has not yet been funded.

3. **Vehicle Parking in ROW and Blocking Pedestrian Access.**
   Code sections 41-6a-710 and 41-6a-205 that you referenced appear to be more directed to how vehicles interact with clearly marked lanes, rather than prohibiting parking along roadway shoulders as implied.

   Vehicles do park along 100 West shoulders, which can make walking along the shoulders more difficult, but the City does not have current plans to implement further parking restrictions in this area.

4. **No Centerline Striping**
   Code section 41-6a-303 as referenced outlines the requirements for establishing reduced speed school zones and crossing guard enforcement. It does not require centerline striping, particularly where no reduced speed school zone exists.

   To date the City has intentionally not striped the centerline or shoulders on 100 West in this section. We try to avoid striping where unnecessary due to increasing annual costs of re-striping.

However, after considering your concerns, the City intends on evaluating how striping implementation may help address the safety concerns you raised. I have let the Council know that I will prepare some options and cost information for their consideration.

5. **No - No Parking Signs**
   Parking is currently allowed in this area, so no signs will be added at this time. If future striping changes necessitate elimination of street parking in some areas, signage will be addressed at that time.

6. **Traffic Control at 100 West and 600 South**
   Currently having school kids cross at 600 South at 100 West is discouraged. The Safe School Routes specifically encourage kids to travel along the 600 South sidewalks to get to school instead of crossing 600 South. Crossing at Main Street at the signal is another good option. It's important to understand that the Safe Routes program and laws require a safe route, not the most convenient route.

   As to your request for prioritization and funding of a roundabout at the intersection of 600 South and 100 West. This intersection is in too close proximity of the Main St and 600 S traffic signal and would result in unacceptable traffic problems if a roundabout was constructed in that location. Future improvements are planned to improve safety along 600 South between 100 West and 100 East, but it has been determined that further evaluation of traffic changes resulting from the new high school construction need to be better understood before implementing changes.

Thank you again for your interest in safety in our community.

Russ

HEART OF THE WASATCH BACK
HEBER CITY
EST 1889
AMERICA 250 UTAH
HEBER CITY

Russell Funk
City Engineer - P.E.

Heber City
75 N Main Street, Heber City, UT 84032
Phone: 435-654-0757
Email: rfunk@Heberut.gov

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Heber City Council Staff Report

MEETING DATE: 10/6/2026
SUBJECT: Amendment to the Heber City Communications Policy
RESPONSIBLE: Mike Johnston
DEPARTMENT: Legislative
STRATEGIC RELEVANCE: Necessary administrative item

SUMMARY

The City's Communication Policy (Policy) needs to be updated to address content submitted by elected officials that may violate Utah state statutes, including but not limited to prohibiting the use of public resources for political purposes. City elected officials have a duty and obligation to submit content that is not in violation of state statute. Out of an abundance of caution, council is being requested to consider the following policy change.

RECOMMENDATION

Consider amending the City's Communication Policy to incorporate the proposed change below.

BACKGROUND

The purpose of the Policy is to "uphold a clear, consistent, and trustworthy public identity and message, and to establish standards to clearly articulate between official Heber City statements and communications and personal opinions or positions of Elected Officials." The City's communication policy was adopted on February 3, 2026 (see attachment) and amended more recently to make staff responsible for newsletter layout, establishing criteria, such as font size, to improve readability of the document, clarify calendar content, and defining the size and location of elected official submissions.

DISCUSSION

It's proposed that Council considers adopting the following changes:
1) Limit the content of Official Written City Communications—such as newsletters, flyers, brochures, website materials, and official digital accounts—strictly to information compiled by staff.

FISCAL IMPACT

N/A

CONCLUSION

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

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

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

ACCOUNTABILITY

Department: Legislative
Staff member:

EXHIBITS

1. Communications Policy

Adopted 2/3/26

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Heber City Communications Policy

I. Policy Purpose: The purpose of this communication policy is to uphold a clear, consistent, and trustworthy public identity and message, and to establish standards to clearly articulate between official Heber City statements and communications and personal opinions or positions of Elected Officials.

II. Police Department Communications. Any press releases or official statements of the police department (together "Police Department Communications") shall be reviewed and approved by the Chief of Police or his designee prior to release.

III. Official Written City Communications: The city newsletter, flyers, brochures, digital communications on official City accounts or pages, or City website materials (collectively "Official City Written Communications") shall be compiled by staff and must be reviewed and approved by the City Manager or his designee before publication or release to determine whether such materials:

1. Accurately reflect the official position of the City (as determined by a majority of the City Council);

2. Do not include any inaccurate or misleading information;

3. Do not negatively impact the reputation or integrity of the City; or

4. Do not unreasonably subject the City to potential liability or litigation.

Except for contributions of Elected Officials, the City Manager or his designee shall have final authority to either amend the wording or not publish any Official City Written Communication.

IV. Elected Official Communications. Elected Officials shall make all reasonable efforts to ensure that:

1. Any communication by the Elected Official in their official capacity or as a representative of the City (including written communications from the Elected Officials' City email account, interviews, or statements made as an appointed board member) are factually correct and represent the official position, policy or actions of Heber City (as determined by a majority of the City Council); or

2. The Elected Official shall clearly indicate that the statements or opinions are only the position or opinion of that Elected Official.

Elected Officials may represent that the Elected Officials will campaign for, vote in favor of, or support an issue or item, but Elected Officials shall not make any promises or commitments to residents on behalf of Heber City or that can be construed as a promise or commitment on behalf of Heber City unless such promises or commitments have been approved by the City Council. Elected Officials shall comply with all state laws with respect to utilizing city resources for campaign purposes.

V. Opinion Sections or Articles in City Newsletter. Any articles in the City newsletter drafted by an Elected Official shall include a disclaimer that the article may include opinions or positions of that Elected Official and may not reflect the official policy of the City.

VI. Press Releases. Except for press releases related solely to the police department, any press releases shall be reviewed by the Mayor and City Manager prior to publication or release. City Manager is responsible for final press release content.

VII. Disclosure to City Council: In order to allow Mayor and City Council to be ready to respond to questions or comments from the public, the City Manager or Police Chief shall provide any press releases, Official Written City Communications or Police Department Communications to the Mayor and City Council prior to release or as soon as reasonably practical after the release if the City Manager or Police Chief believe that the communication involves a controversial policy or issue or will result in Elected Officials being required to respond to questions or comments from the public.

VIII. Council Review of Surveys. The City Council must authorize any official survey of the City, and the City Council may require that the questions and format of the survey be reviewed by the City Council in a public meeting. Informal surveys by Elected Official shall clearly indicate that they are not an official survey of the City, and Elected Officials shall not represent the results of such survey as an official survey of Heber City.

IX. City Attorney Review. Except for emergency situations, the City Manager or Police Chief shall request the City Attorney review any Official City Written Communications or Police Department Communications if the City Manager or Police Chief believe that the communication may result in liability for the City or any legal action involving the City.