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

November 3, 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. Discussion regarding deployment of security personnel, devices, or systems (Matt Brower, City Manager) - *30 min*

2. To Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual (Jeremy Cook, City Attorney, City Council) - *30 min*

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

1. J Fisher Co Affordable Housing (Matt Krambule) - *25 min*

2. City Council's Operational Dashboards (Shiona Howard, GIS Administrator) - *25 min*

III. BREAK - 10 MIN

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

1. Call to Order

2. Pledge of Allegiance (Aaron Cheatwood, Council Member)

3. Prayer/Thought by Invitation (Morgan Murdock, Council Member)

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. October 6, 2026, City Council Meeting Minutes, October 12, 2026, City Council Emergency Meeting for Closed Meeting Minutes, and October 20, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Ordinance 2026-22, Sign Code amendment to address signs in the Right of Way (Jamie Baron, Planning Manager)

3. Ordinance 2026-25 Amending City Procurement Code (Jeremy Cook, City Attorney)

4. Consider Approval of Contract Amendment with Sunrise Engineering for the Muirfield Park Expansion Project in the amount of $27,000. (Russ Funk, City Engineer)

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

VIII. GENERAL BUSINESS ITEMS:

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

1. Gary Bush Property Clean Up Extension Request (Jamie Baron, Planning Manager) - *30 min*
2. Interlocal Agreement Governing the Use of the Wasatch County Justice Court by Heber City (Matt Brower, City Manager, Parker Sever, Chief of Police, Jeremy Cook, City Attorney) - *30 min*
3. Revised IT Agreement with Executech (J. Mark Smedley, Asst. City Manager) - *30 min*
4. Resolution 2026-19 Property Tax Abatement (Heidi Franco, Mayor) - *25 min*
5. Establish Dates for the 2027 City Council Retreat (Matt Brower, City Manager) - *10 min*
6. Ordinance 2026-24 Utility Standards in Central Heber Overlay Zone (Tony Kohler, Community Development Director) - *30 min*

X. COMMUNICATION:

XI. CLOSED MEETING: (As Needed)

XII. ADJOURNMENT:

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

Posted on October 29, 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: 11/3/2026

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 Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: J Fisher Co Affordable Housing
RESPONSIBLE: Matt Krambule
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

J Fisher Co is proposing affordable housing LIHTC apartments along Highway 40 near Sawmill. J Fisher has submitted a development agreement application to the Planning Commission.

The property is zoned C-2 Commercial, which already permits mixed-use buildings with apartments and commercial uses. The Commercial Zone requires commercial uses to face Highway 40, requires residential to be part of a mixed-use building and requires 4 story buildings to have a stepback from the street.

The development agreement will ask for a partnership between the developer and the City, whereby in exchange for the affordable housing, the developer receives relief on City fees, consideration to permit commercial and residential uses to be in separate buildings instead of within the same mixed-use building (as currently required by the C-2 Commercial Zone) and consideration to permit 4-story buildings to be setback further from the street rather than have architectural step-backs on the 4 story building elevations and a streamlined review process. The development will provide affordable housing for the community.

This item will return to the City Council once the Planning Commission has reviewed and provided a recommendation on the item. The purpose of this item is to educate the City Council and identify potential concerns of Council Members.

Policy Question: Does Council have any initial concerns with the proposed application?

RECOMMENDATION

Staff recommends Council review the proposal and provide initial feedback to the petitioner. The item will return in a couple of months following a review and recommendation by the Planning Commission, when the City Council will review more specific details on the proposed development agreement.

BACKGROUND

See attached PDF for development information.

DISCUSSION

N/A

FISCAL IMPACT

N/A

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

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

EXHIBITS

1. HeberCity_Presentation_Oct2027

J. Fisher Affordable Housing Community

Heber City Council Working Meeting

Jake Wood
Matt Krambule

J FISHER® COMPANIES

We build with purpose

J. Fisher Companies isn't just a developer. We're a team of builders, problem-solvers, designers, and long-term stewards shaping the communities we call home. From mixed use destinations to affordable multifamily communities, we bring vision, discipline, and care to developments that are meant to feel connected, functional, and enduring.



Our work is guided by a simple belief: great places don't happen by accident, they're thoughtfully designed, strategically built, and managed with the future in mind.

Numbers can be efficient storytellers

Founded in 2005 and based in Centerville, Utah, J. Fisher Companies has delivered thousands of residential units and thriving neighborhoods. With in-house expertise spanning planning, design, development, construction, and property management, we take projects from concept to community. A few highlights:

4,800+ Multifamily Units Built & Managed	**1,400+** Affordable Units Built & Managed
$2B+ Total Development	**3,500+** Lots Entitled

HEBER CITY SITE

J FISHER®
COMPANIES

SITE LOCATION



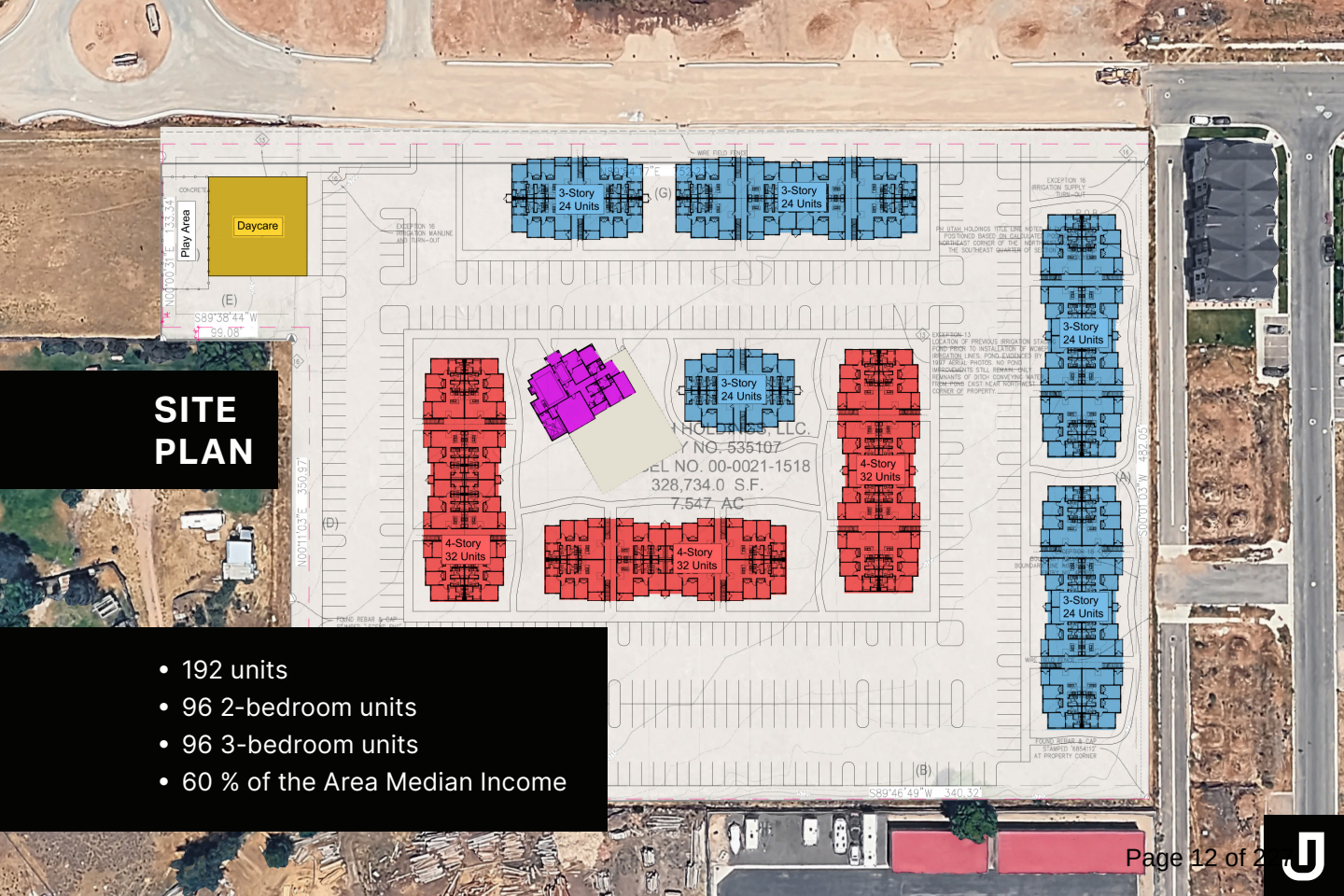
Address: 900 E Hidden Creek Ln Heber City, UT 84032



7.63 Acres

1 *Intermountain Health Heber Valley Hospital (1.6 Mi.)*

2 *Downtown Heber City (2.3 Mi.)*



SITE PLAN

- 192 units
- 96 2-bedroom units
- 96 3-bedroom units
- 60 % of the Area Median Income

SITE CONCEPT



This Heber City development will provide family-sized apartment homes, with market rate amenities and mountain modern architecture.

SITE CONCEPT



DEVELOPMENT AGREEMENT | CITY COUNCIL REQUESTS

1. **City Fee Waiver & Deferral**
   Request: Waive building permit fees and defer other City-controlled fees, including applicable connection and impact fees, for 15 years from certificate of occupancy.

2. **Commercial Pad & Flexible Phasing**
   Request: Allow one dedicated commercial pad in lieu of commercial space within the residential buildings. Allow the residential phase to proceed immediately upon building permit issuance and receive certificate of occupancy upon completion, with the commercial pad developed later in accordance with the approved site plan.

3. **Building Stepback Relief**
   Request: Allow four-story residential buildings located at least 100 feet from the public right-of-way to proceed without required upper-story stepbacks.

RECENT AFFORDABLE HOUSING COMMUNITIES

J FISHER®
COMPANIES

ENGINEHOUSE

EngineHouse is a thoughtfully designed workforce housing community in the heart of Park City, Utah, delivering much-needed housing in a high-demand market. Built with sustainable practices and a focus on long-term livability, EngineHouse blends modern construction with Park City's distinctive mountain character.

Size
123 Units

Development Program
- Midrise Apartments 4% LIHTC/Market Rate
- Public-Private Partnership

Awards
- Green Project of The Year | Utah Housing Coalition
- Project of the Year | ABC of Utah

Completion Date
December 2025









THE FRANKLIN







The Franklin offers affordable, modern living in Boise, Idaho with inviting shared spaces, a fresh residential feel, and walk-up access to a beautiful city park.

Size
205 Units

Development Program
- Midrise Apartments, 4% LIHTC
- Public-Private Partnership

Completion Date
2024



J FISHER COMPANIES

QUESTIONS?

Jake Wood
Managing Director of Affordable Housing
jake@jfisherco.com
801-335-8529

Matt Krambule
Affordable Housing Development Manager
matt@jfisherco.com
801-618-3813

Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: City Council's Operational Dashboards
RESPONSIBLE: Shiona Howard, GIS Administrator
DEPARTMENT: Public Works
STRATEGIC RELEVANCE: Infrastructure Sustainability

SUMMARY

The dashboards have been developed to provide the City Council with a comprehensive and accessible view of ongoing city operations. By integrating data from the City's Geographic Information System (GIS) and the Cityworks asset management platform, these dashboards consolidate operational information into clear and simplified dashboards. This enables Council members to more effectively identify current growth, support data-driven decision-making, and enhance the overall understanding of how city resources are being managed and utilized. The use of real-time and historical data also promotes greater transparency and supports strategic planning initiatives across departments.

RECOMMENDATION

Staff recommends that the City Council review the proposed operational dashboards and provide feedback on the information and performance measures most useful for council oversight and decision-making.

BACKGROUND

The City Council currently relies on monthly reports to monitor City operations, which require significant staff time to prepare. Developing operational dashboards will provide the Council with real-time, accessible information to improve transparency and support informed decision-making.

DISCUSSION

The proposed dashboards will consolidate key operational information into an accessible format, allowing the City Council to monitor service levels, track progress and identify emerging needs. They will also reduce staff time spent compiling routine reports and support more focused discussions about priorities and resource allocation.

FISCAL IMPACT

No additional fiscal impact

CONCLUSION

The operational dashboards will improve the Council's access to information about City services and performance. Feedback will guide refinements to ensure the dashboards support effective oversight and informed decision-making.

ALTERNATIVES

N/A

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

EXHIBITS

1. CityCouncilDashboards
2. City Council Dashboard Breakdowns

HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

City Council Operational Dashboards

GIS Division – Public Works Department

October 21, 2026

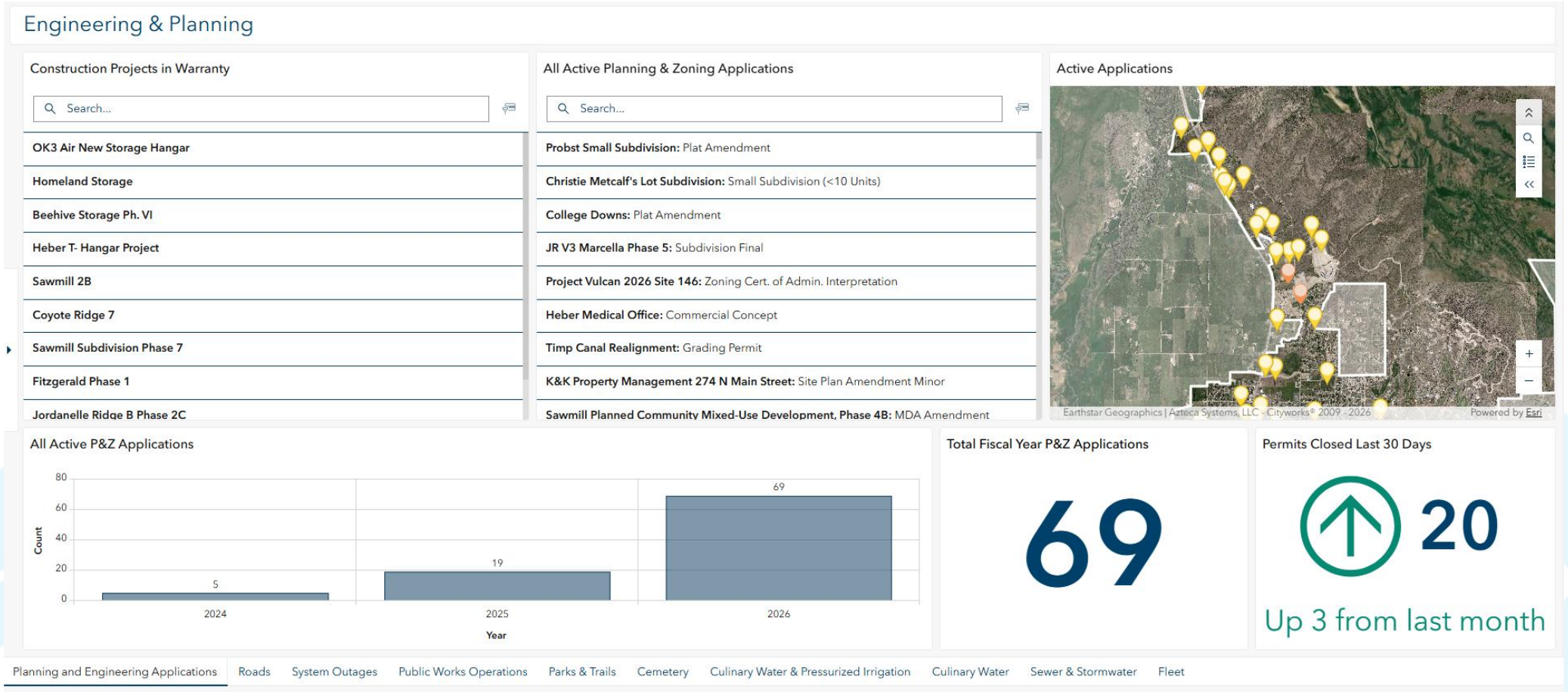
Overview

- Introduction
- Individual dashboard tabs
- Breakout of dashboard tabs
- Next Steps
- Demo – internet dependent
- Questions

Introduction

- Dashboards were carefully crafted
  - Guided by the City Manager and Public Works Director
- Live data pulled from operational software
  - Geographic Information System (GIS)
  - Cityworks

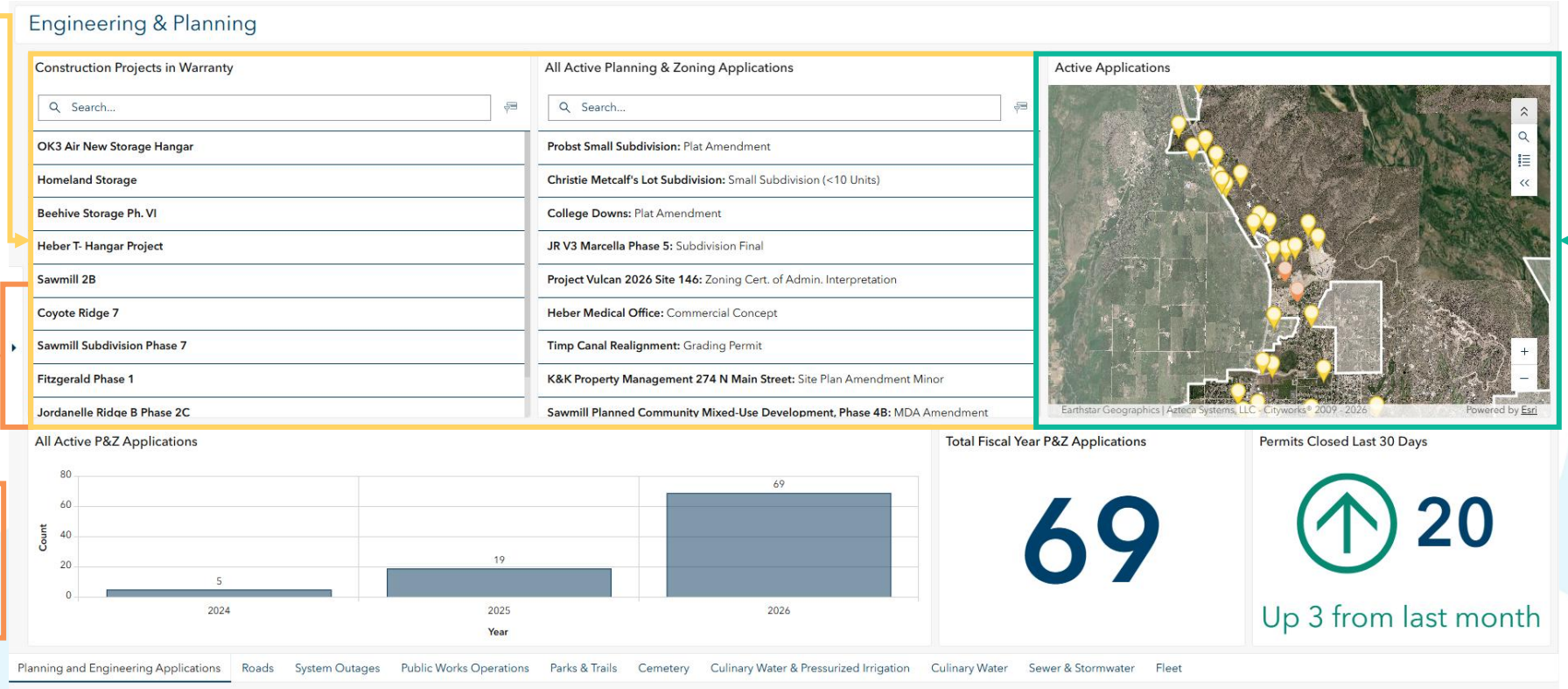
Planning & Engineering



Planning & Engineering – Explained

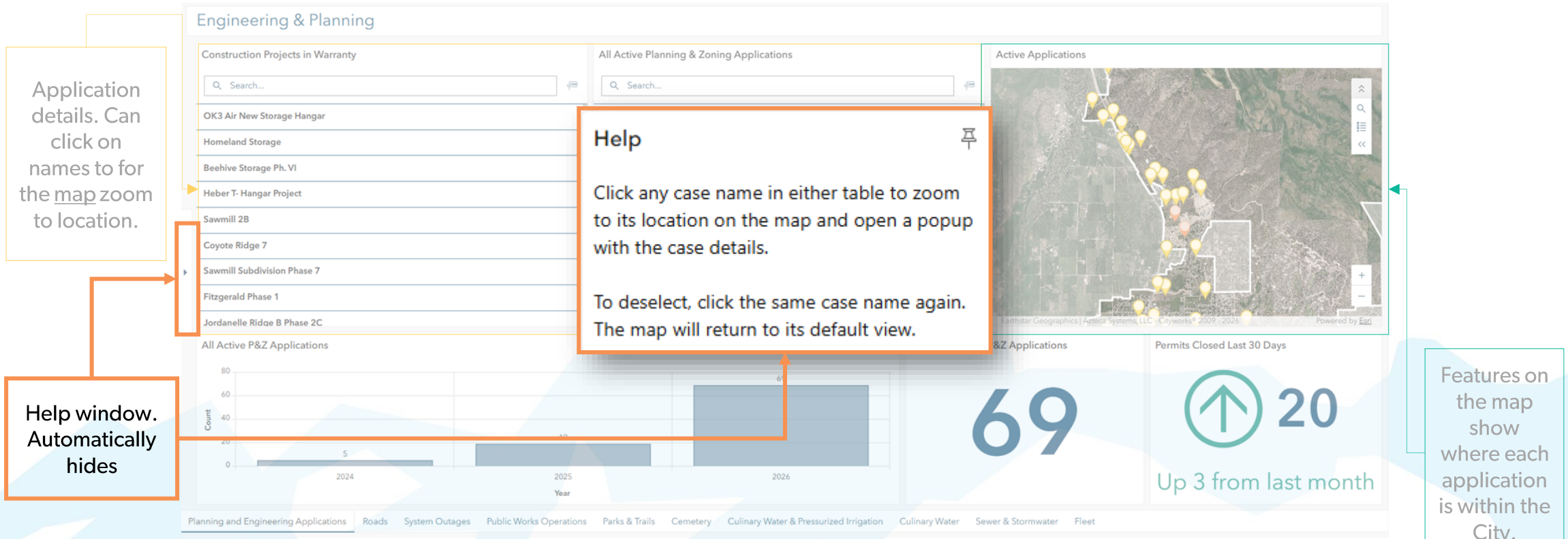
Application details. Can click on names to for the map zoom to location.

Help window. Automatically hides

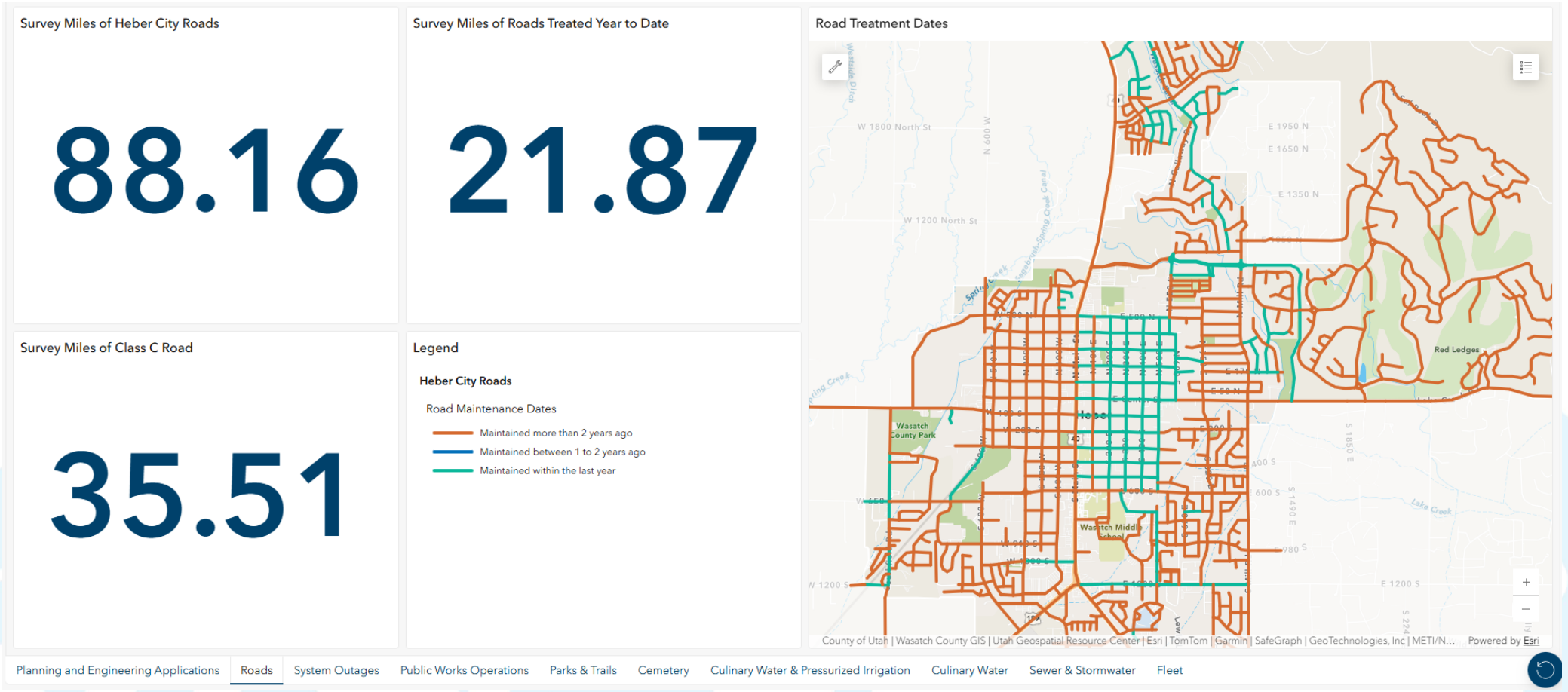


Features on the map show where each application is within the City.

Planning & Engineering – Help Explained

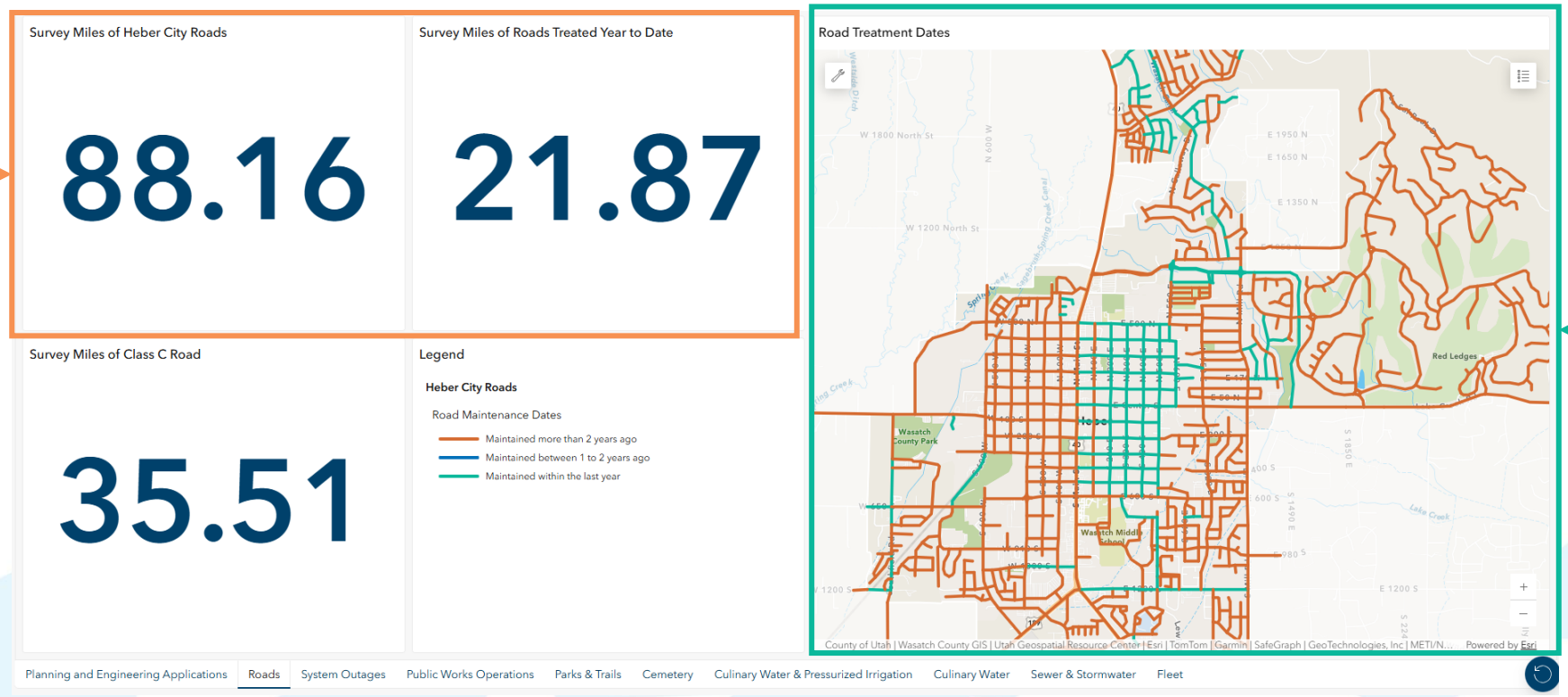


Roads


Survey Miles of Heber City Roads
88.16
Survey Miles of Roads Treated Year to Date
21.87
Survey Miles of Class C Road
35.51
Legend
Heber City Roads
Road Maintenance Dates
Maintained more than 2 years ago
Maintained between 1 to 2 years ago
Maintained within the last year
Road Treatment Dates
W 1800 North St
W 1200 North St
E 1950 N
E 1650 N
E 1350 N
Red Ledges
Wasatch County Park
Wasatch Middle School
Lake Creek
E 1200 S
County of Utah | Wasatch County GIS | Utah Geospatial Resource Center | Esri | TomTom | Garmin | SafeGraph | GeoTechnologies, Inc | METI/N...
Powered by Esri
Planning and Engineering Applications
Roads
System Outages
Public Works Operations
Parks & Trails
Cemetery
Culinary Water & Pressurized Irrigation
Culinary Water
Sewer & Stormwater
Fleet

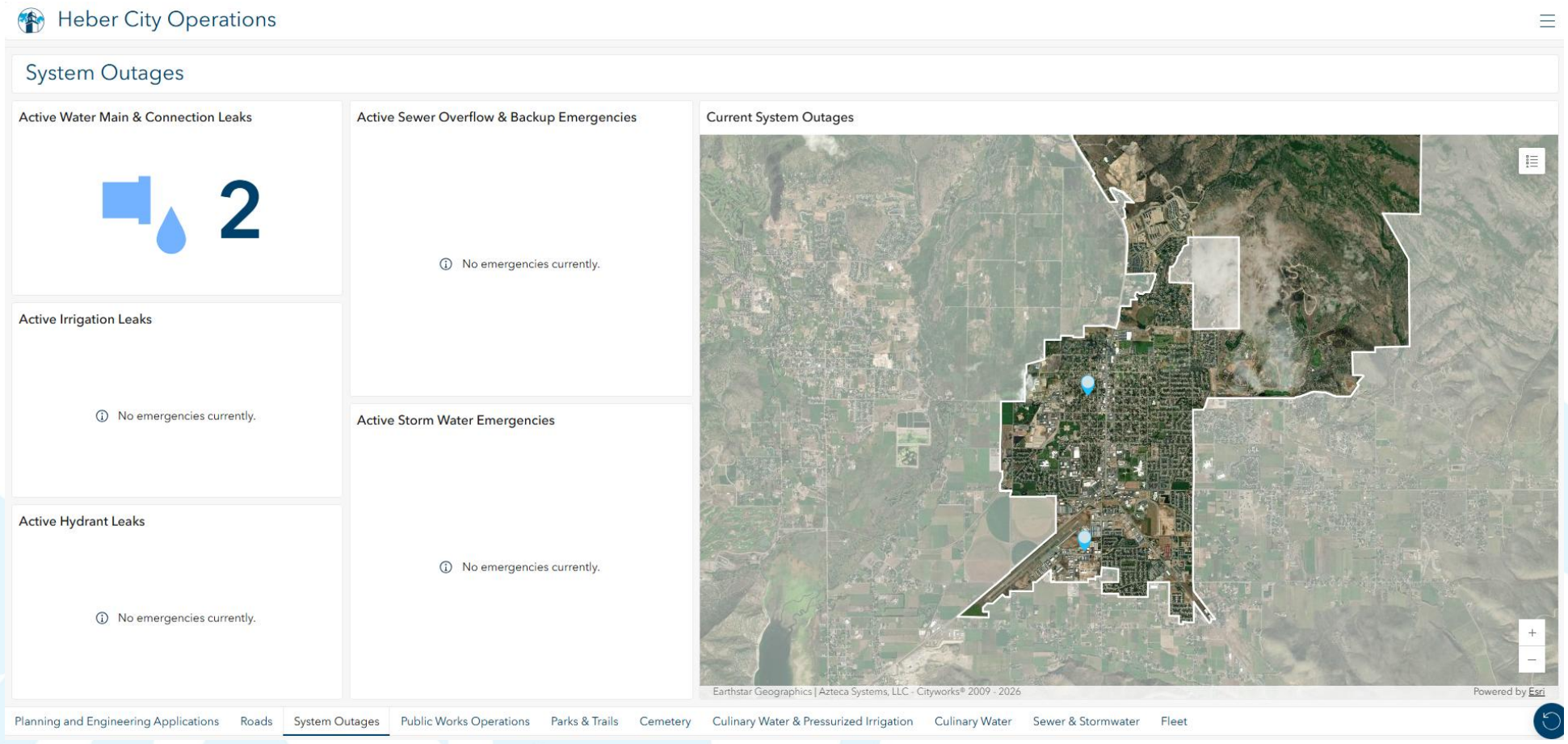
Roads - Explained

Heber City maintained roads.



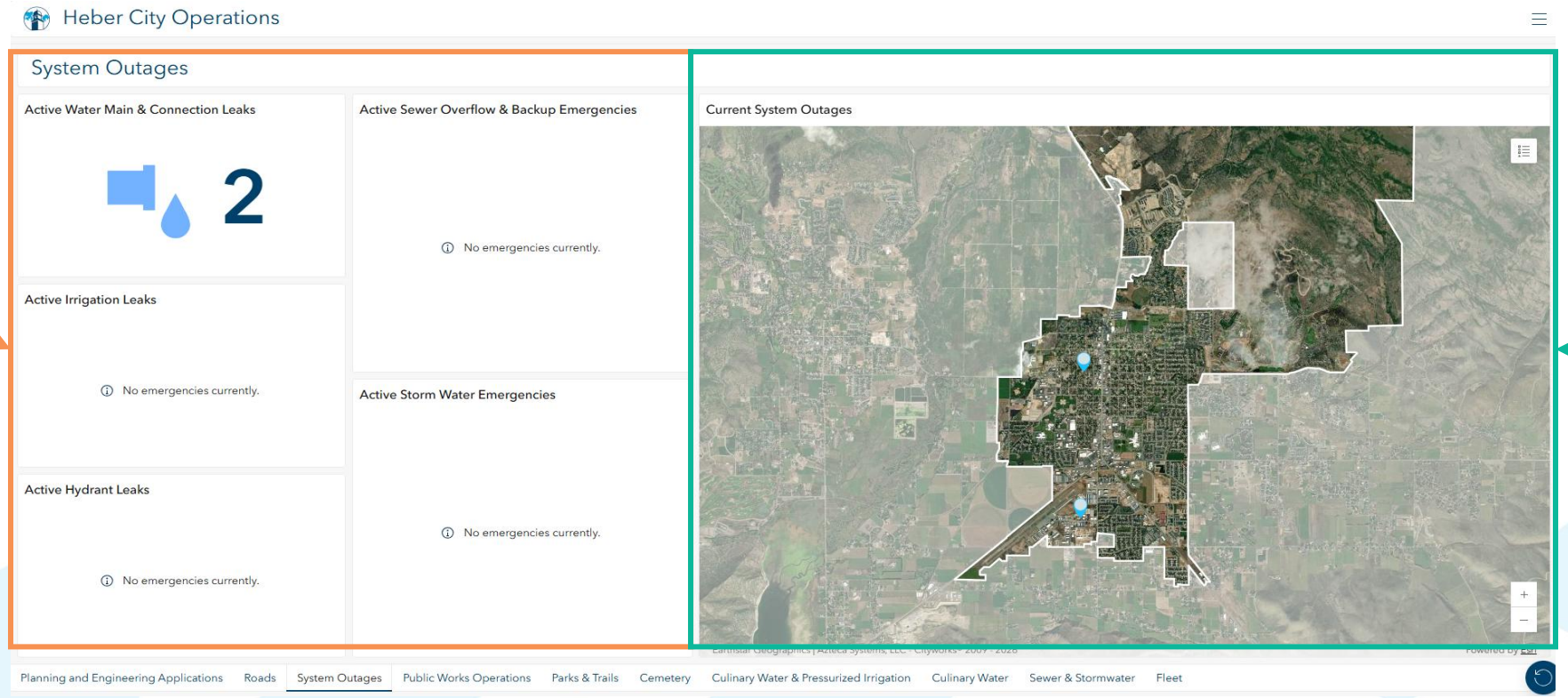
Features on the map show roads maintained in the past year to 2 years.

System Outages



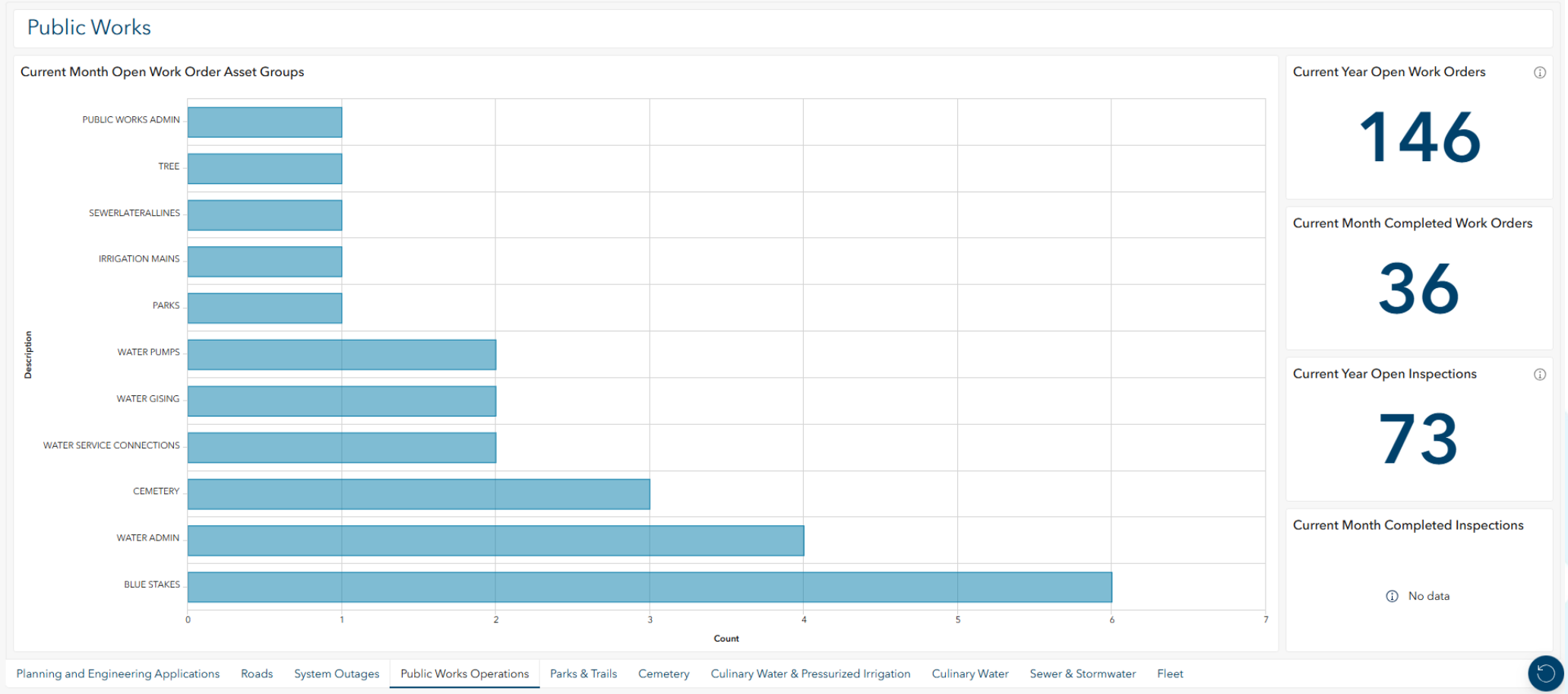
System Outages - Explained

Counts of any open work orders for leaks, backflow, etc. with emergency status will be listed in their corresponding boxes.



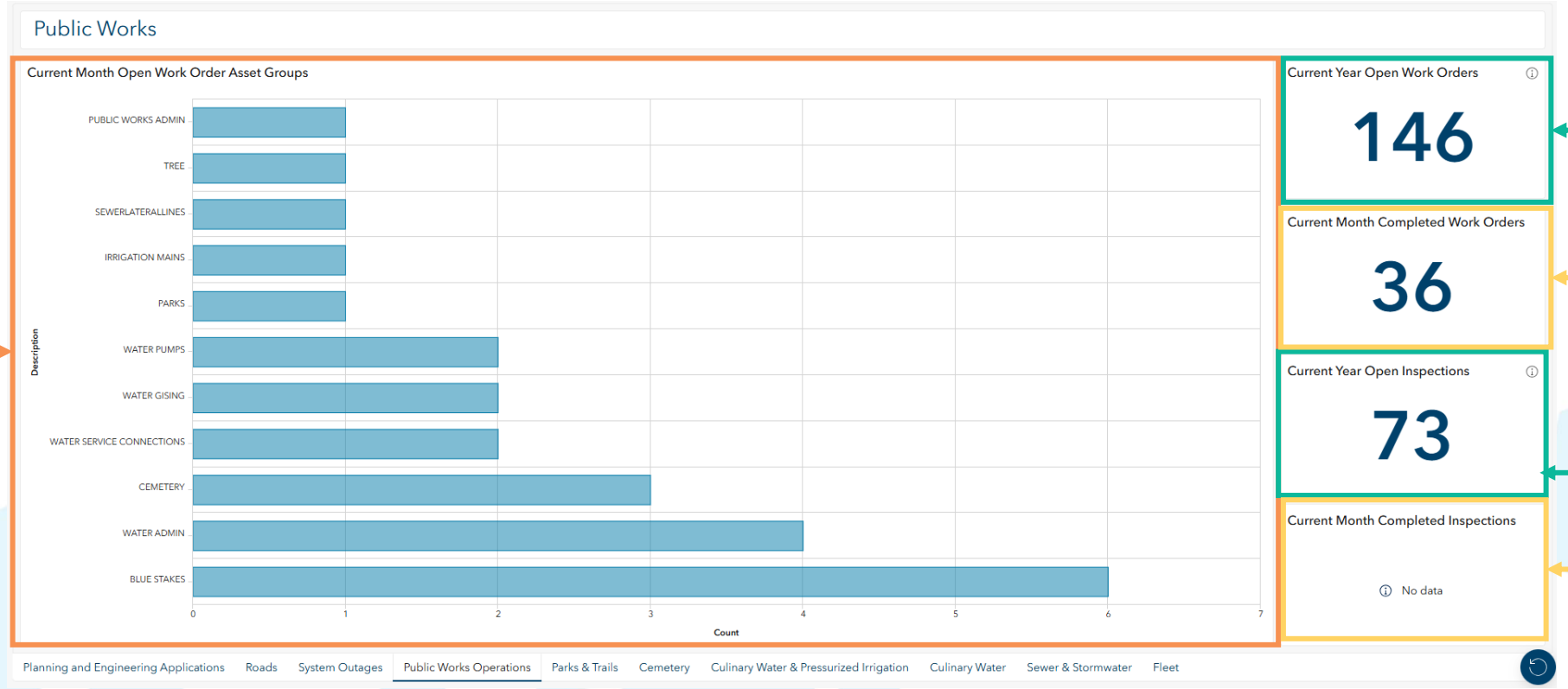
Associated work orders will display location on map

Public Works Operations



Public Works Operations - Explained

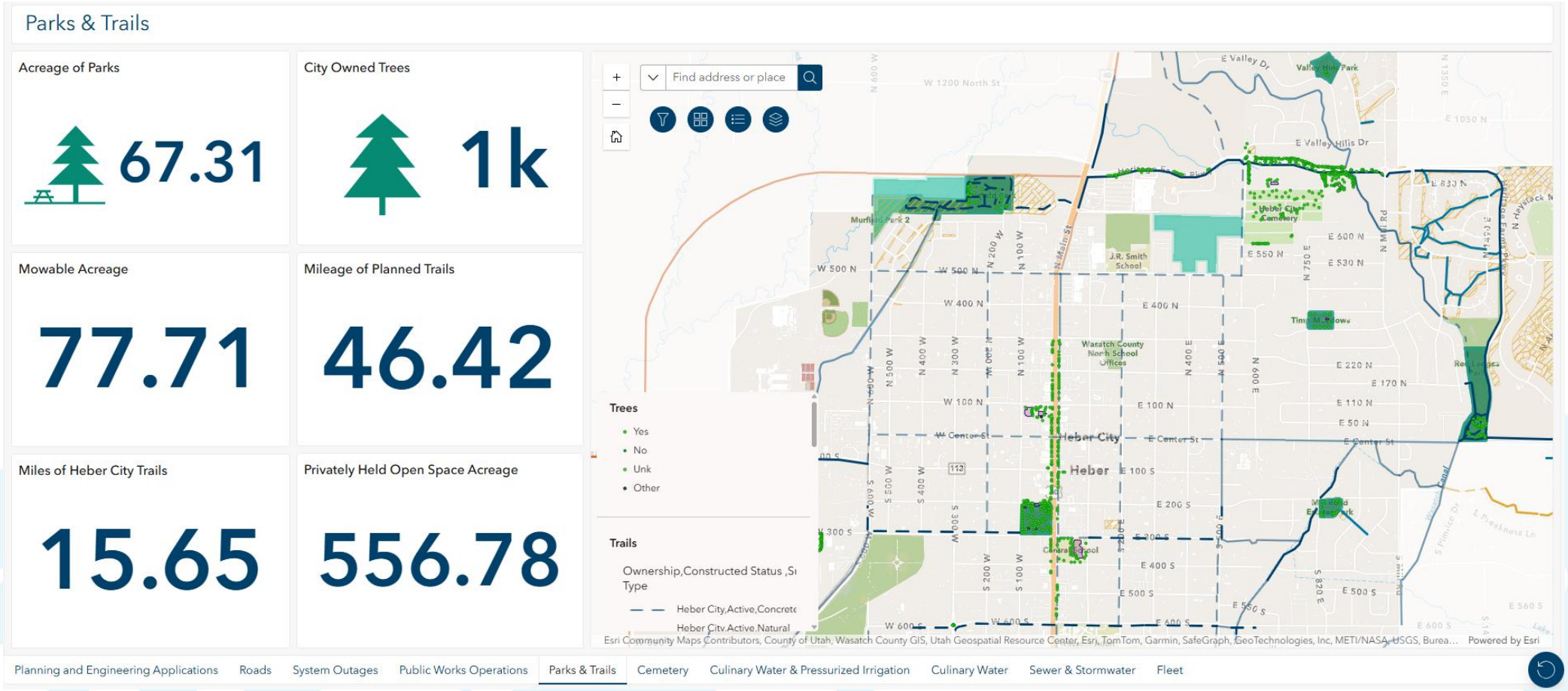
Current calendar month City asset groups with open work orders assigned.



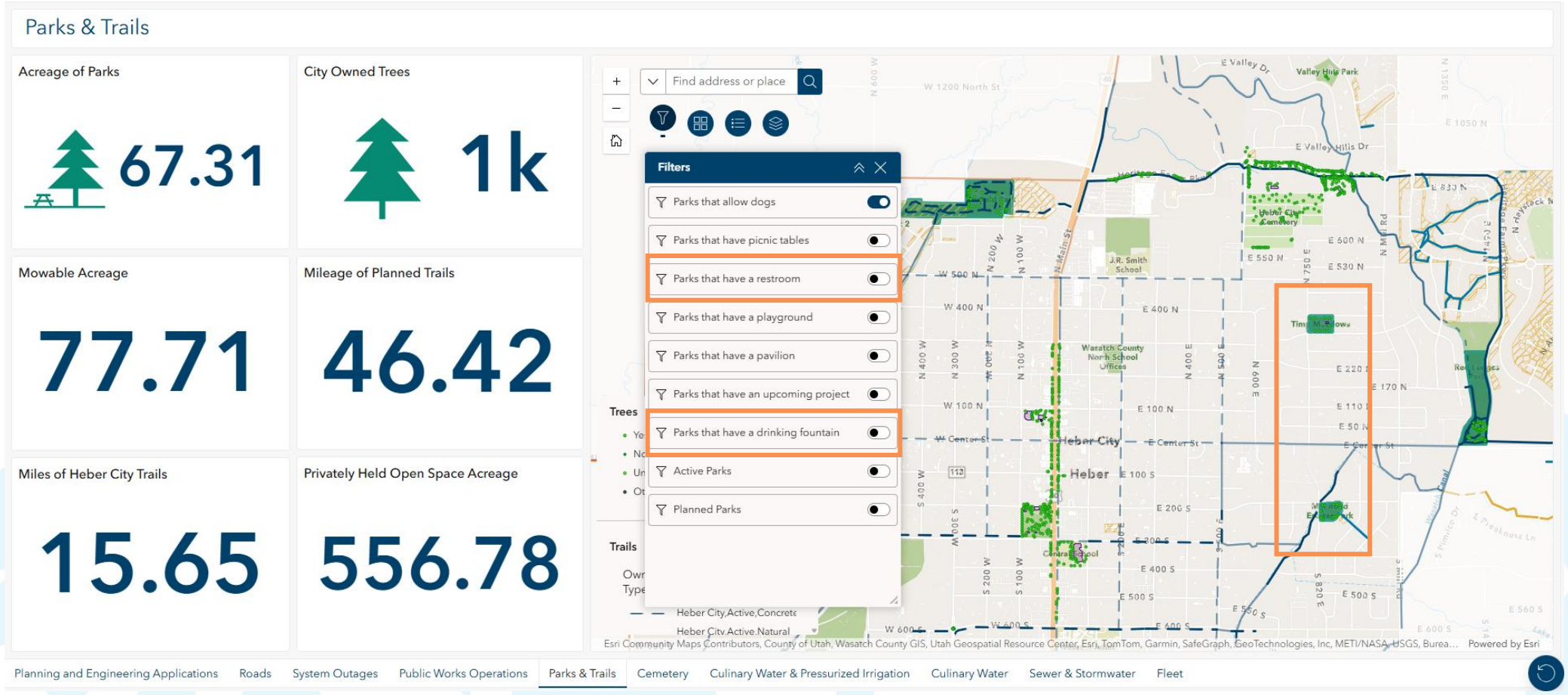
Current calendar year count of open work orders and inspections.

Current calendar month count of open work orders and inspections.

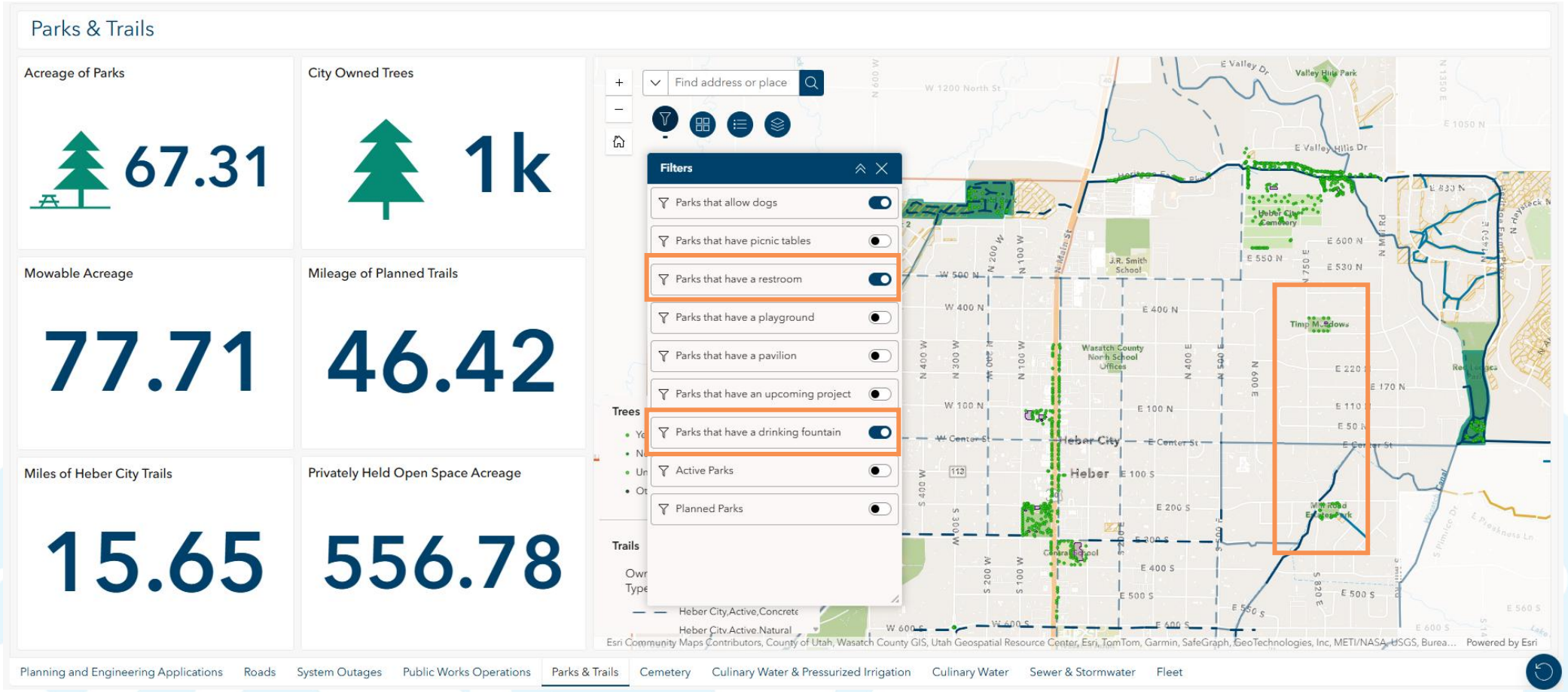
Parks & Trails



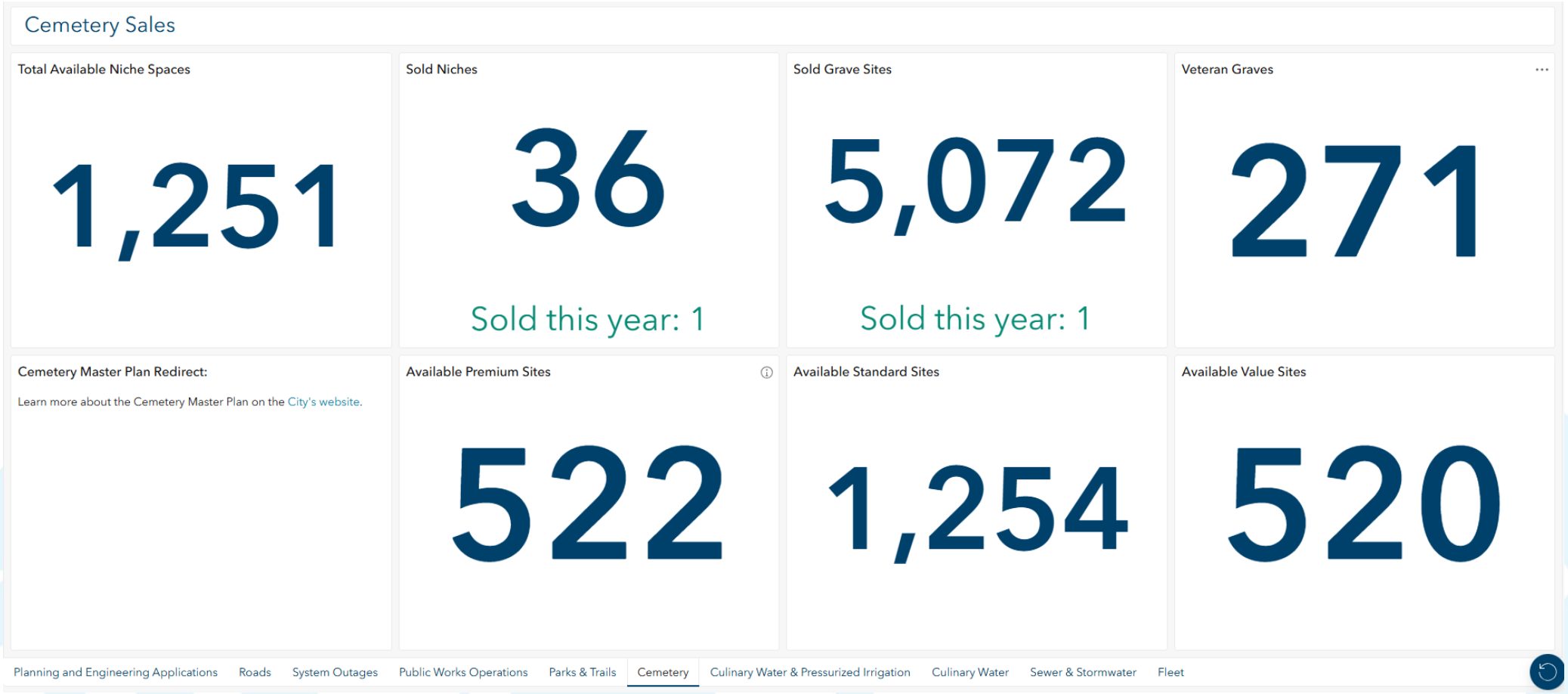
Parks & Trails - Explained



Parks & Trails – Further Explained

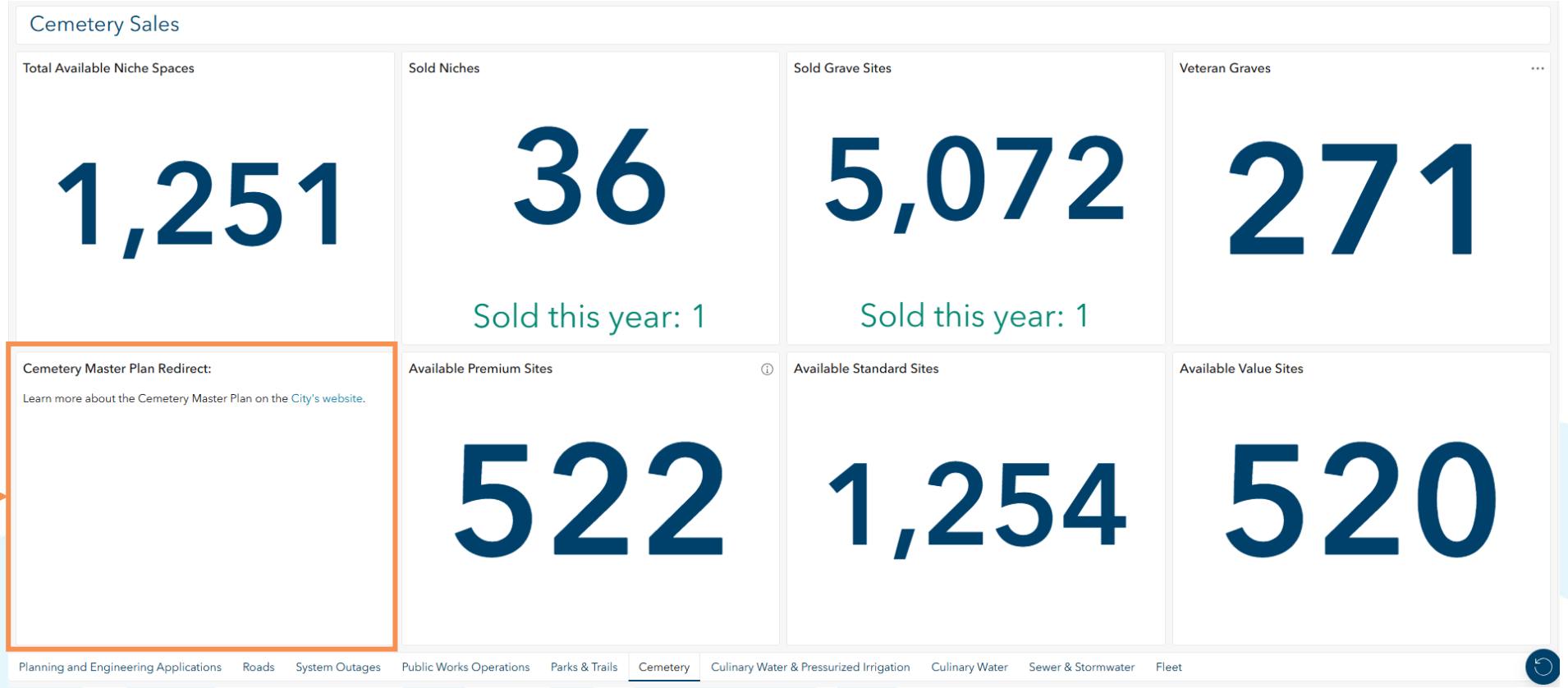


Cemetery Sales

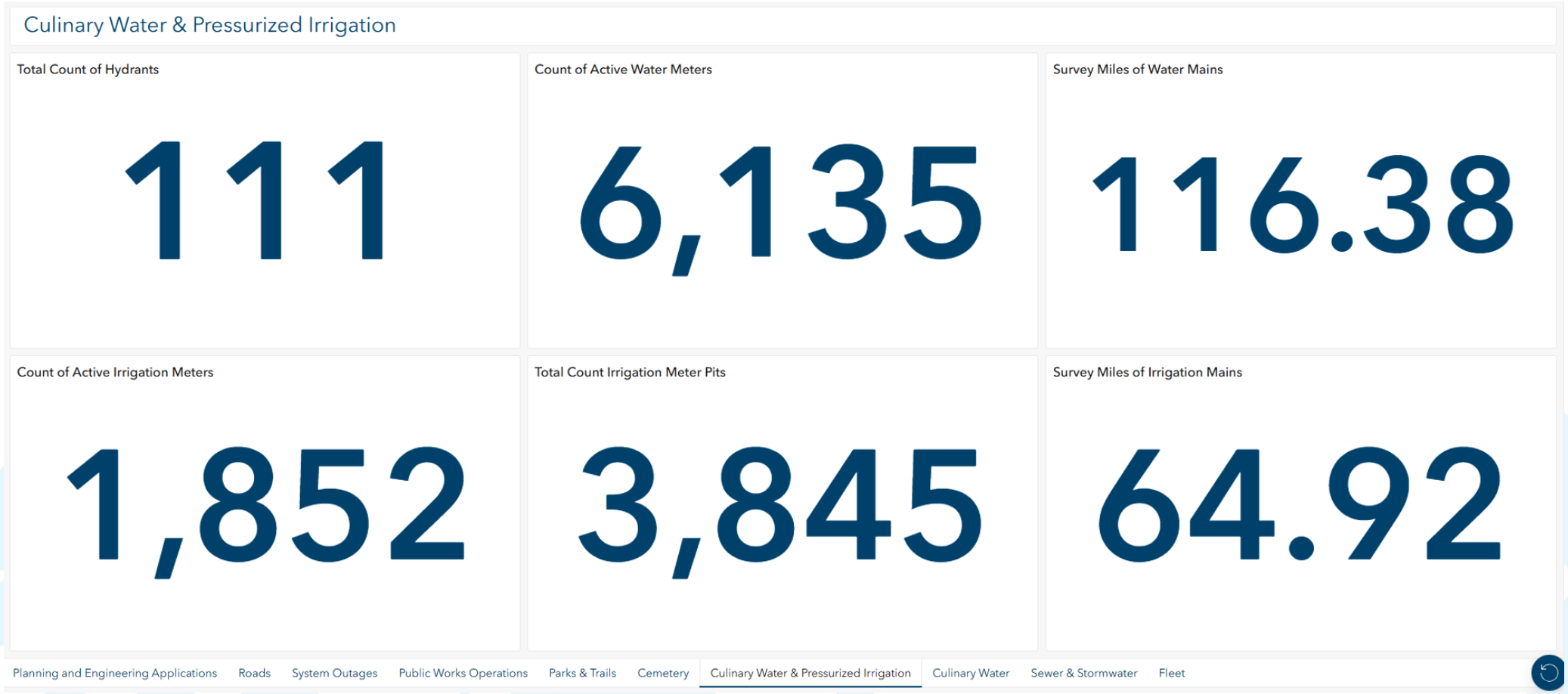


Cemetery Sales - Explained

Future Cemetery Master Plan webpage.

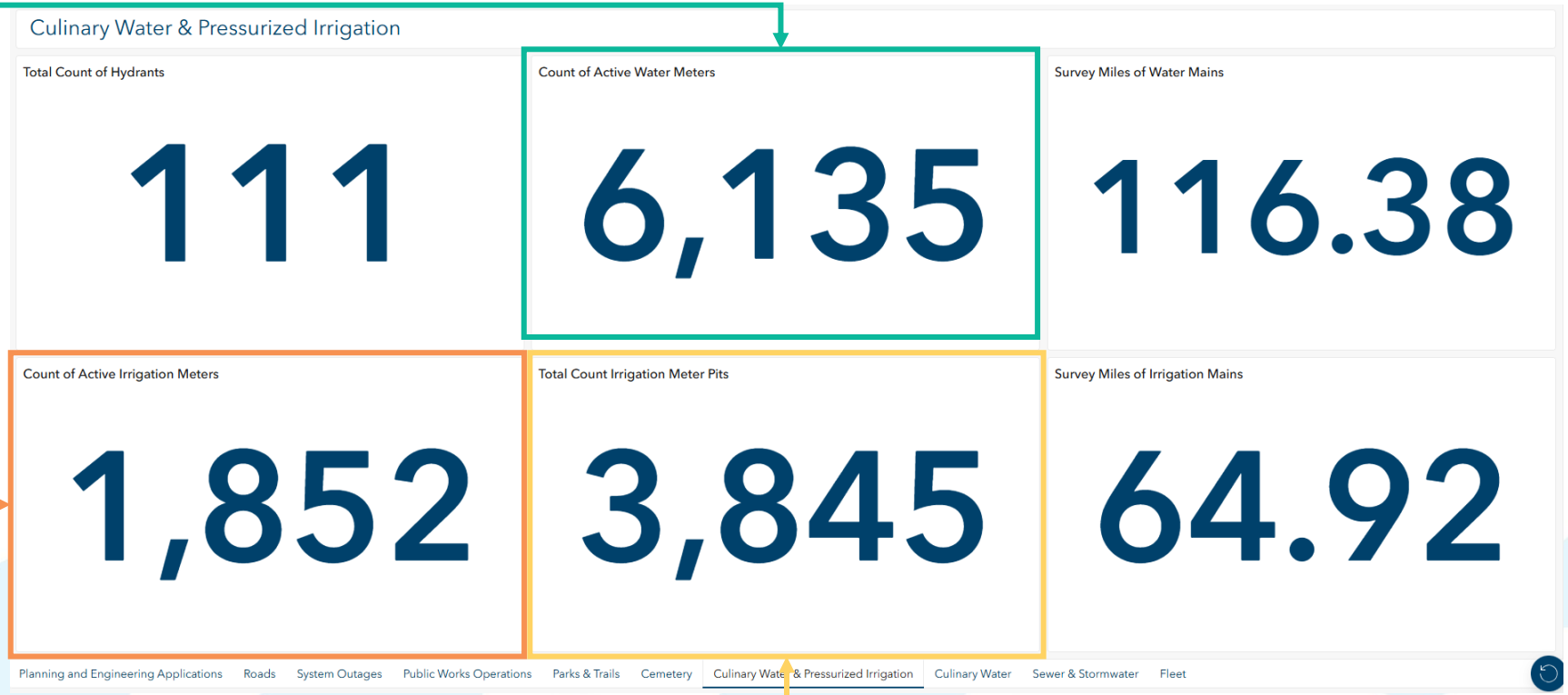


Culinary Water & Pressurized Irrigation



Culinary Water & Pressurized Irrigation -Explained

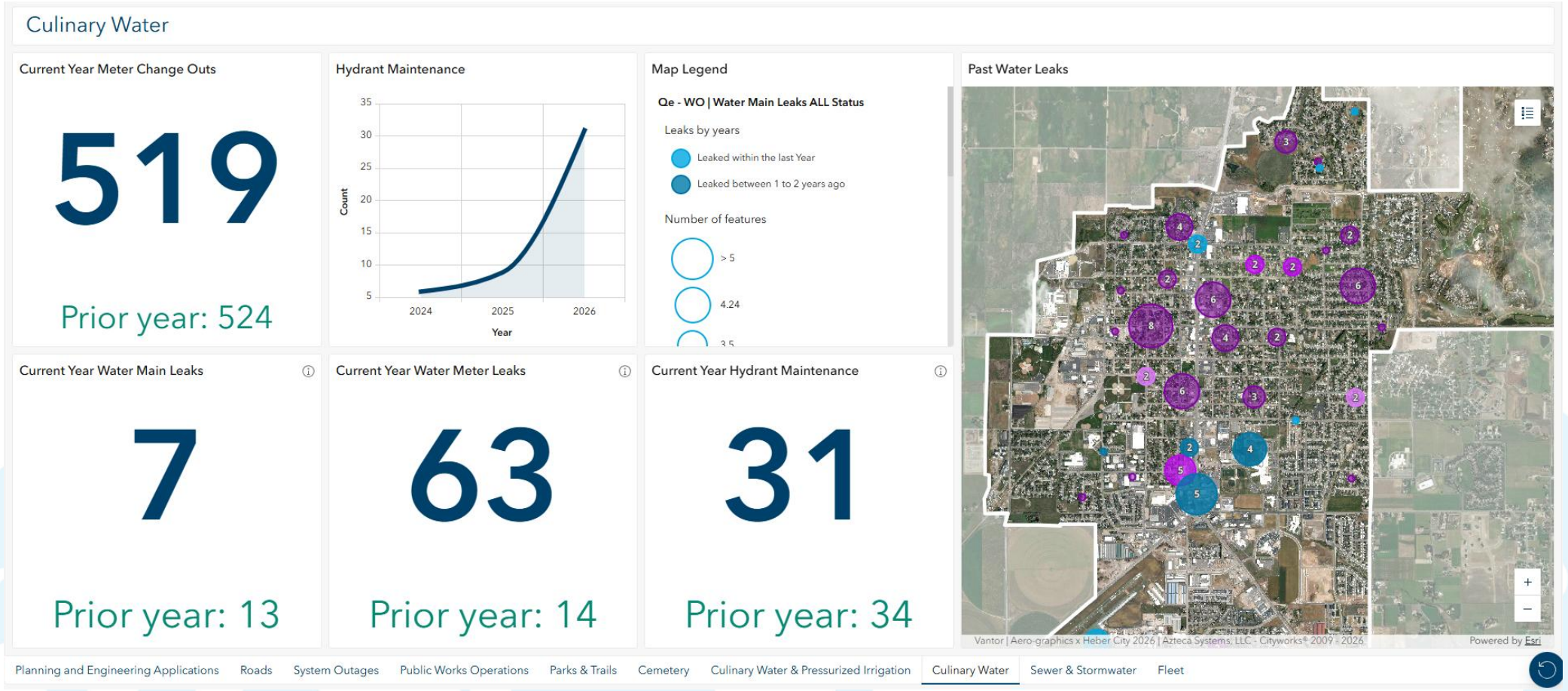
Active water meters.



Active irrigation meters.

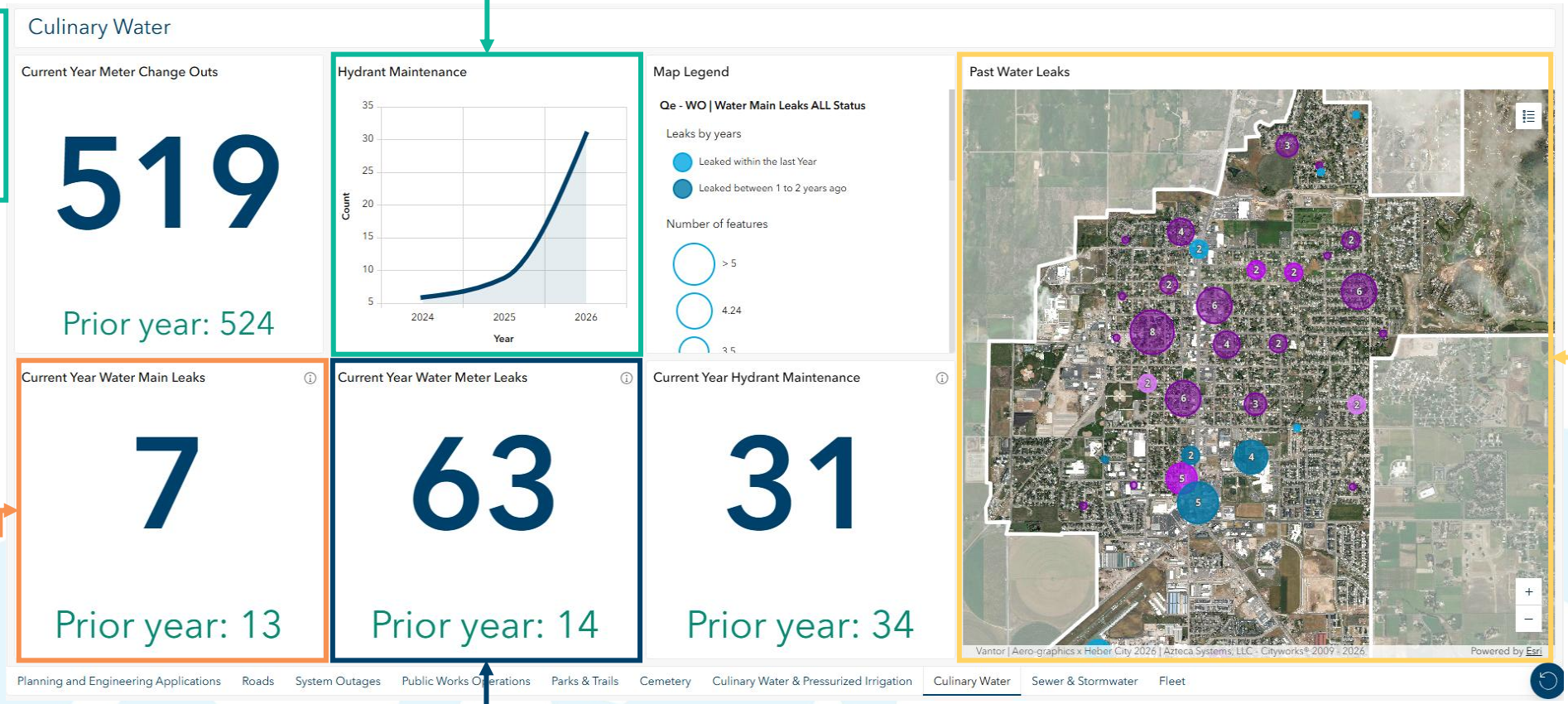
Irrigation meter pits (active and yet-to-be installed).

Culinary Water



Culinary Water - Explained

Trend line of hydrant maintenance work orders.

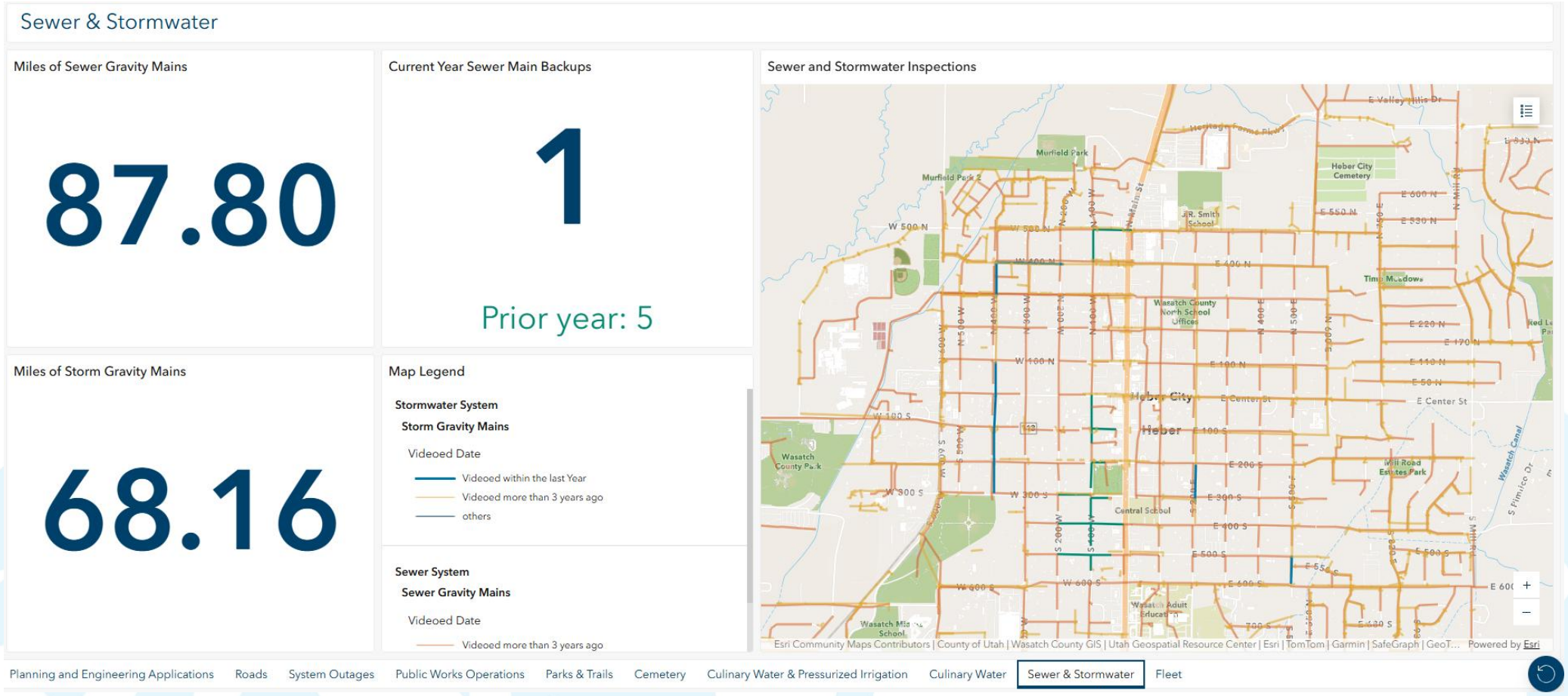


All recorded water main leaks for calendar year.

Past water meter and water main leaks since July 2024.

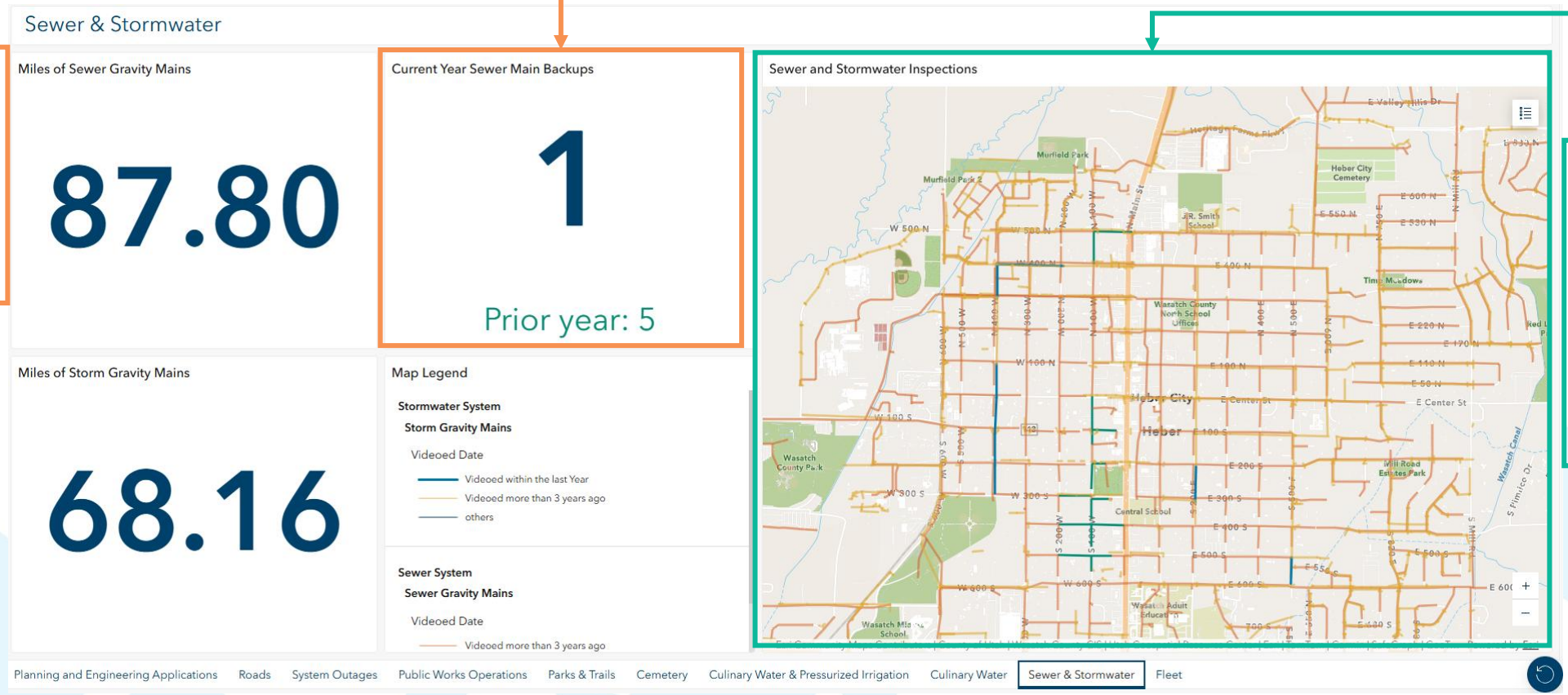
All recorded water meter leaks for calendar year.

Sewer & Stormwater



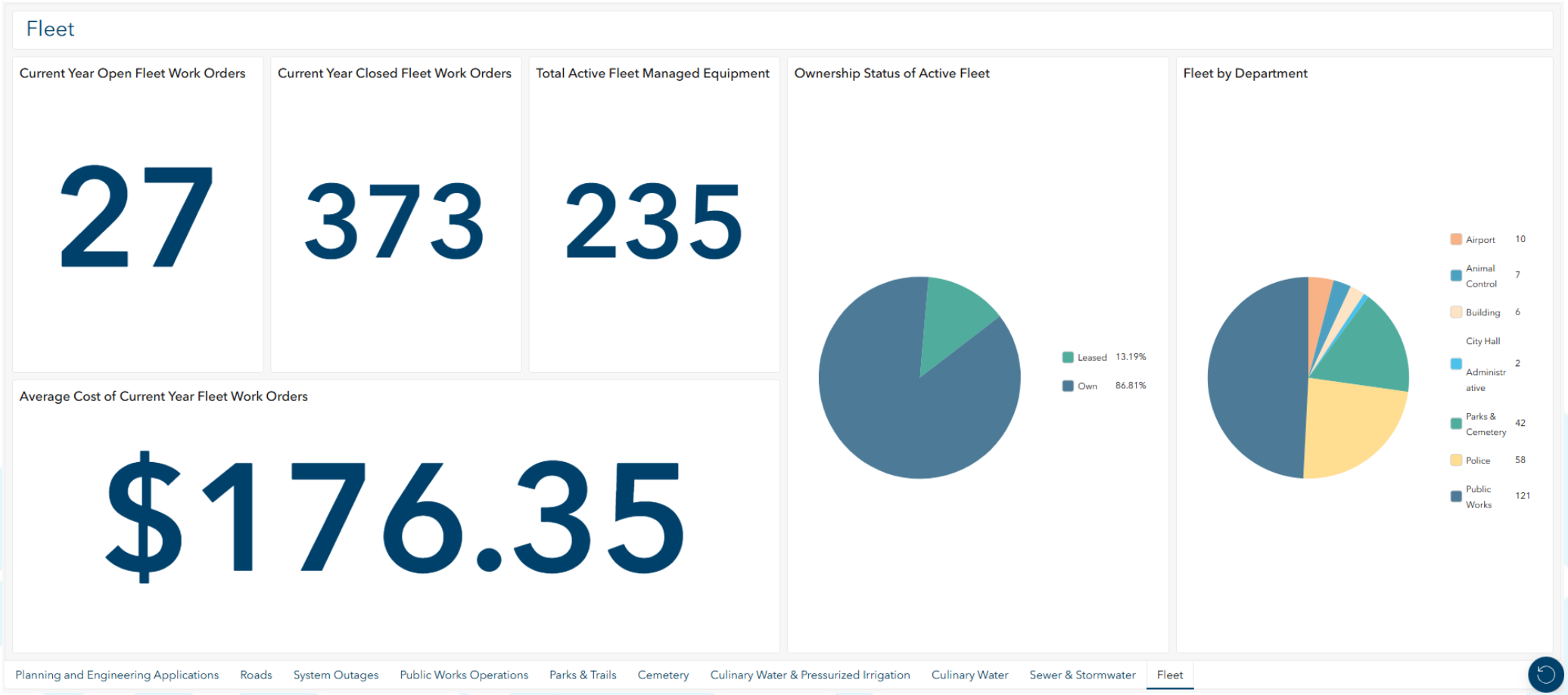
Sewer & Stormwater - Explained

All recorded sewer main backups for calendar year.

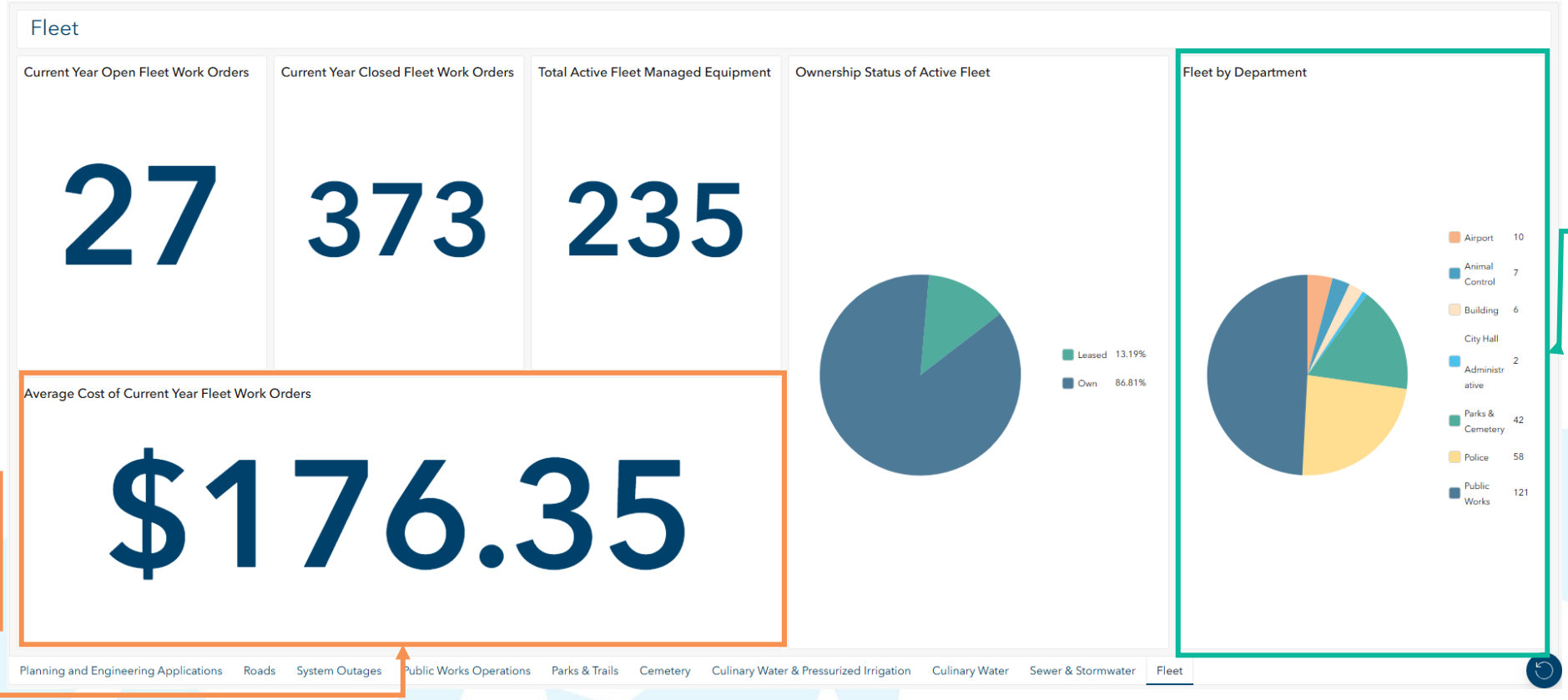


Map updates when videoed work orders are closed and the date is written to the GIS.

Fleet


Fleet
Current Year Open Fleet Work Orders
27
Current Year Closed Fleet Work Orders
373
Total Active Fleet Managed Equipment
235
Ownership Status of Active Fleet
Leased 13.19%
Own 86.81%
Fleet by Department
Airport 10
Animal Control 7
Building 6
City Hall
Administrative 2
Parks & Cemetery 42
Police 58
Public Works 121
Average Cost of Current Year Fleet Work Orders
$176.35
Planning and Engineering Applications
Roads
System Outages
Public Works Operations
Parks & Trails
Cemetery
Culinary Water & Pressurized Irrigation
Culinary Water
Sewer & Stormwater
Fleet

Fleet - Explained



Average Fleet WO costs.

Fleet count for each assigned department

Next Steps

- Set up named accounts
  - In-person appointment
  - Or email
- Utilize dashboards for a couple of months
  - Provide feedback to City Manager

Demo

Questions?

Thank you!

City Council Dashboard Breakdowns

Dashboard webpage

Introduction

This document is intended to assist City Council members understand the content of the Cityworks Operations dashboards.

Dashboard Sections

Below are the individual dashboard sections and what information each one displays.

Planning and Engineering

This dashboard displays construction projects currently in their warranty period as well as all active planning and zoning applications. Selecting an item from either list will cause the map to zoom to the application's location. To reset the filter, users must deselect the highlighted item.

A bar chart at the bottom of the dashboard shows when applications were accepted. Selecting a year filters the two lists at the top of the page. The chart must also be deselected to remove the filter.

Two indicators in the bottom-right corner show the total number of applications submitted in the current year and the number of permits closed in the past 30 days. The "closed in the past 30 days" indicator includes the previous month as a reference statistic.

Roads

This dashboard includes two cards summarizing the total length of city-owned roads and the total length of roads treated during the current calendar year. A dynamic map on the far right displays which roads have been treated and how recently.

System Outages

This dashboard is fully dynamic and will remain empty when all services are operating normally. Data appears only during operational emergencies, including but not limited to water leaks, sewer backups, and stormwater events. The map on the far right displays the location of each emergency.

Public Works Operations

The bar graph shows the current month's work orders by asset group. The indicators on the far right display the total number of open work orders (those not completed or closed) as well as the number completed during the current month. The same metrics are also shown for inspections.

Parks & Trails

This dashboard provides an overview of park and trail assets, including total acreage of active parks, the count of city-owned trees, the acreage of grass maintained by the city, and the mileage of both planned and active trails. It also highlights privately owned open space within the city.

On the right-hand side is a parks map application that allows Council members to view city-owned trees, trail plans, proposed parks, and private open space. Built-in filters allow users to run specific queries, such as identifying parks with drinking fountains or those where dogs are permitted.

Cemetery Sales

This dashboard presents information on cemetery occupancy and sales. Council members can see how many niches and graves have been sold, including subtotals for sales within the current year. A link to the future cemetery master plan webpage is also provided.

Culinary Water & Pressurized Irrigation

This dashboard displays the number of active culinary and irrigation water meters installed in the city, as well as the number of irrigation meter pits installed. It also shows the total survey miles for both culinary and irrigation mains.

Culinary Water

This dashboard provides additional detail about culinary water operations, including metrics related to past water main and water meter leaks. A map on the right displays all previous leaks, based on closed work orders, and highlights areas of recurring issues.

Sewer & Stormwater

This dashboard highlights sewer main backups from the current year and total backups from the prior year. It also includes a map showing where staff have video-inspected stormwater and sewer mains. This map pulls data directly from Cityworks and the GIS when foremen close out related work orders.

Fleet

The top row of this dashboard displays the current number of open work orders and the total number of closed work orders for the current year. The indicator on the top right shows the total fleet count managed by the City. Two pie charts show the proportion of the fleet that is owned versus leased, as well as the distribution of vehicles by department or division. The average cost shown is derived from the maintenance costs associated with the City's fleet.

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

DRAFT Minutes

4:00 p.m. Closed Meeting
5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

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

Motion: Council Member Ostergaard moved to enter a Closed Meeting to discus the character, professional competence, or physical or mental health of an individual.
Second: Council Member Barney 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 5-0.**

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 City Attorney Jeremy Cook Deputy City Recorder Andrew Conley

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

Motion: Council Member Ostergaard moved to adjourn the Closed Meeting.
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.**

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

The Work Meeting, including the CRA (Community Reinvestment Agency) agenda item, was bypassed due to lack of time.

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.

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

Staff Participating Remotely: Finance Director Sara Nagel, Assistant City Manager J. Mark Smedley, Public Works Director Matthew Kennard, Administrative Assistant to the City Manager Lainee Meyers, IT Director Anthon Beales, and City Engineer Russ Funk.

Also Present: Marsh, Greg Bird, Kami Bird, Wendy Anderson, Brad Gonzales, Tori Broughton, Patty Sprunt, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as logged in online) Russ Watts, Brent Morgan, Cassandra Harrison, J, WB, Auggie, Bibbity Bobbity Boo, Denna Woodbury, Dw Phone-don't share, Dwayne Giles, Helmundt Strumpher, J, J V, Jen, JR, Kelsey, KPCW, Michael Miller, Phil Jordan, S, SHORTY5, and TC.

1. Call to Order

Mayor Franco called the meeting to order at 6:16 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Morgan Murdock, Council Member)

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

3. Prayer/Thought by Invitation (Yvonne Barney, Council Member)

Council Member Barney shared a prayer.

VII. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayor's Award for Lynsee Sulser

Human Resources Manager Cherie Ashe read the Mayor's Award Nomination as attached in the meeting materials for Staff Accountant Lynsee Sulser. Ms. Sulser had discovered an error by the IRS and spent significant time tracking it down with the IRS to save the City thousands of dollars. Mayor Franco then presented Ms. Sulser with the Mayor's Award.

VIII. CONFLICT OF INTEREST DISCLOSURE:

Council Member Mike Johnston stated that there had been a change with his employer, Atwell Engineering, and he would be working with Celebration Workforce Housing in the future.

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) -

Community Development Director Tony Kohler described the annexation process that the petitioner had completed thus far, noting the current Public Hearing was the next step in the process. City Engineer Russ Funk added that the road being requested to annex into the City had always been intended to belong in the City to simplify which entity would provide maintenance.

Mayor Franco opened the Public Hearing at 6:28 p.m. With no one coming forward to comment, the Public Hearing was closed.

Motion: Council Member Johnston moved to approve Ordinance 2026-20 for the

Riverhawk Road Annexation.
Second: Council Member Murdock made the second.
Discussion: Council Member Barney asked if Wasatch County was aware of the annexation request and whether the County had any concerns. City Attorney Jeremy Cook advised that the County had been notified of the annexation request and had not forwarded any concerns to the City.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed 5-0.**

X. CONSENT AGENDA:

Mayor Franco noted that section 3.3.A in the Finch Creek Development Agreement did not give Heber City the first right of refusal for the rental units. City Attorney Jeremy Cook explained the language was included in the deed restriction forms. Mayor Franco asked Council to consider adding all Wasatch County government entities to the deed restriction document language in the Development Agreement for Finch Creek on page four, section 3.3.A.

Motion: Council Member Cheatwood moved to approve the Consent Agenda with the one change described by the Mayor.
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.**

1. August 18, 2026, City Council Meeting Minutes, and September 1, 2026, 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)

Adelia Marsh lived in Stone Creek and said that her property backed up to the future temple site. She described the surrounding properties and asked what was intended for the last five acres in the area, recalling that it had previously been intended for a park. She recalled that there had been a pile of dirt dropped on her property when the bypass road was under construction. She was concerned about what the City intended to do with the aforementioned property. Mayor Franco said the Council would respond to Ms. Marsh's concerns once the Public Comment period concluded.

Wells Barker, property owner of a parcel that would be discussed later in the meeting regarding a round-about to be installed that would cut into his property, taking up a portion of his front lawn. His family had owned the land since the 1960s and he was not in favor of the proposed roundabout installation. He felt a roundabout would adversely affect the two licensed businesses located there and also affect the property value of his home. He said he would appreciate anything the Council could do to limit the expansion.

Sean Harrison commented on the same roundabout project. He noted how busy the intersection was and the speed at which drivers drove. He acknowledged the danger of the intersection and wanted to express a desire to slow traffic in the area. He did not feel a roundabout would increase safety.

Mayor Franco closed the Public Comment period at 6:46 p.m.

Mayor Franco addressed the question raised by Ms. Marsh and described the planned improvements for the area owned by the City including the installation of a trail. She added that the other section was owned by Red Ledges who intended to build a subdivision there. Red Ledges had been granted the zoning that allowed them to build there 20-years prior. Ms. Marsh expressed her frustration that the Red Ledges land was previously intended to be a park and they had moved the park location elsewhere.

XII. GENERAL BUSINESS ITEMS:

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

Community Development Director Tony Kohler recalled that the Council had discussed the proposed Blue Sign Annexation previously. The petitioner was present to provide four design concepts and seek Council's feedback and guidance. Greg Bird, representing the Blue Sign Annexation, explained the design concepts were based on previous feedback from the Council and Planning Commission. Brent Morgan with Ensign Engineering provided the approximate size of the open space in the design concept. He described the delineation between the Blue sign project and the Fitzgerald project, which was a separate project, on the map shown.

Mr. Bird continued to provide descriptions for the proposed designs as included in the meeting materials. Council provided feedback and suggestions for the proposed design concepts, discussed proximity to Utah Valley University (UVU), affordable housing requirements and deed restrictions, density, trail system connectivity, parks and amenities, architectural details, open space, short-term rentals, and the inclusion and location of commercial options within the development.

Planning Commissioner Tori Broughton stated that she could not recall with specificity the Commission's discussion regarding the Blue Sign Annexation but felt sure discussion would have included affordable housing, AMI (Area Median Income), and deed restrictions.

The applicants agreed to work with Staff to provide Council with ERU (Equivalent Residential Units) totals, and to meet open space and affordable housing requirements.

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*

City Engineer Russ Funk reminded Council that, years ago, the City had decided it wanted to clean up the overhead power and infrastructure lines and place them underground moving forward. Staff had begun including language in the franchise agreements that would restrict new overhead infrastructure. Allwest wished to install some overhead lines to expand their network in the existing downtown area where overhead utility lines already existed. Previous direction from Council to Staff was to hold additional discussions with Allwest to clarify their intentions. Mr. Funk needed Council to advise on what and where the City was willing to permit Allwest to install overhead fiber infrastructure.

Brad Gonzales, representing Allwest Fiber Optic, provided a brief presentation, as included in the meeting materials, showing the unserved and underserved service areas in the community, as well as a map of the area Allwest wished to be allowed to install overhead infrastructure versus where they would install the infrastructure underground. The City was asking Allwest to eventually move any above-ground lines to underground when possible, such as installing conduit underground when the City had road excavation projects underway.

Mr. Funk asked whether the City Council was willing to consider Allwest's request. If so, Staff would work out a franchise agreement revision and return to Council for review and approval. If Council was against Allwest's request, Mr. Funk felt there was no need for further discussion. Council discussion continued with the consensus of Council majority wanting to allow the overhead line exception request while including the framework to make the process fair for all future infrastructure companies.

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

It was determined to postpone this agenda item to the October 20, 2026, City Council Meeting.

Motion: Council Member Barney moved to skip General Business item number three, Utility Requirement for the Central Heber Overlay Zone, and move it to the October 20th meeting, and to also skip the CRA discussion for Strategies for City-Owned Property Located in CRA project area, and move it to the October 20th meeting.
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.**

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*

Community Development Director Tony Kohler reviewed the most recent clarifying language proposed for the Telecommunications Ordinance as outlined in the Staff Report attached in the meeting materials.

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

Motion: Council Member Cheatwood moved to approve Ordinance 2026-21 with the change in Exhibit A, Section C-3, to change the word "and" to "or" so that it would read, "shall be stealth or painted in a neutral color" and continued from there.
Second: Council Member Ostergaard made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

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

City Attorney Jeremy Cook walked through the proposed Development Agreement, as included in the meeting materials, highlighting key points in the proposed changes. He reviewed the proposed City investment and protections for the City, as well as the HUD contribution, and the deed restriction drafts included in the Development Agreement. Affordable Housing consultant for the City, Jason Glidden, felt it was important to see the HUD documents to ensure the City was in compliance. He proposed a memorandum of understanding (MOU) between the City and Russ Watts with

Celebration Workforce Housing. Council discussion followed surrounding deed restrictions, AMI requirements, rental units versus owner-occupied, renter protections, impact fees, stormwater requirements, and terms of the loan from the City to the affordable housing project.

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

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

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

It was determined to postpone the Community Reinvestment Agency (CRA) agenda item to the October 20, 2026, meeting.

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

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*

City Engineer Russ Funk reviewed previous Council discussions between Staff and Council regarding a proposed roundabout at the intersection of 1200 South and Mill Road. Horrocks Engineers had provided an updated traffic memo to evaluate the free-right movements in all directions at the intersection and to evaluate the percentage of traffic generated from within and outside of the City. Mr. Funk stated that the Staff recommendation was to authorize Staff to move forward with the project. Council discussed roundabout design and pedestrian safety.

Mayor Franco opened the discussion for public comment at 10:10 p.m.

Sue Barker recalled previous Council discussions indicating that the City would look into a light at the intersection as well. She asked that the City Staff provide her with the research regarding roundabout safety. She wanted to know why there currently were not crossing guards at the intersection for the safety of the school children. Council Member Barney advised that she had Googled the pedestrian safety question and

provided the resulting numbers to confirm that roundabouts had been proven safer than four-way stops. Ms. Barker said she had been in the community for over forty years and she kept having her land and property taken and imposed upon.

Sean Harrison asked whether the City had considered installing the roundabout further to the Northeast. He observed that by doing so, it would not encroach on current property owners developed land and would cost the City significantly less. He hoped the City would consider alternate options.

Cassie Harrison asked why it was necessary to install a roundabout. She felt the community could find alternate routes to alleviate traffic at that intersection.

Case Barker stated that he operated two businesses from his property at the proposed roundabout intersection location. He said he backed semi trucks into and out of his property and did not feel the intersection was overly busy. He did not know how he would get the semi truck in and out if there was a roundabout installed.

With no one further coming forward to comment, Mayor Franco closed the public comment period at 10:19 p.m.

Council Member Cheatwood provided a website called the Insurance Institute for Highway Safety, which was a part of a government agency and offered an entire section on roundabout safety.

Chief of Police Parker Sever advised that their department had done a student count at the intersection and there were not enough students crossing at that location to meet the criteria to provide a crossing guard.

Council Member Barney expressed that she did not support the proposed roundabout. She did not feel a roundabout was the best solution for the location. She proposed alternate options such as flashing lights or green stop signs to slow traffic.

Council Member Johnston felt it was important to address the traffic needs for the intersection now rather than pushing it down the road. Mr. Funk reminded Council that the roundabout was included in the City's Transportation Master Plan and would be funded almost entirely by impact fees.

Motion: Council Member Johnston moved to move forward with at least getting plans for the roundabout project, what the roundabout would look like, so there could be better understanding of what property was needed and what the impacts would be to all four of the corners.
Second: Council Member Ostergaard made the second.

Discussion: Mayor Franco asked if it would be an option to shift the roundabout and limit the impact on existing property owners. Mr. Funk explained that by shifting the roundabout, the impact would be shifted more heavily to other property owners and not provide a better solution. Mayor Franco felt the City should show more of a good faith effort to minimize the impact on the property owners.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

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

This agenda item was not addressed due to the expiration of time.

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

This agenda item was not addressed due to the expiration of time.

XVI. COMMUNICATION:

There was no time remaining to address the Communication items.

XVII. CLOSED MEETING: (As Needed)

There was not another Closed Meeting held.

XVIII. 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 adjourned at 10:35 p.m.

_____
Trina Cooke, City Recorder

PUBLIC COMMENTS: (received by email)

(EXTERNAL) Re: Communications Amendment on Agenda dated 10-6-2026

Patty Sprunt<[redacted]>

CC Public Comments

For Public Comment:

Good Evening City Council Members;

Before addressing my reason for reaching out to you this evening, I want to thank you for your service to our community. Coming from the volunteer side of things in my current role - I know that your position in our community is time consuming and at times stressful. I appreciate individuals who serve in elected positions.

Having said that, I feel it's important to once again remind you that each of you, as well as our Mayor, were elected by the people of our community. They trusted you with their vote and expect you, those they ELECTED, to represent their best interests as taxpayers to communicate directly with them.

I am not sending this to you to be 'negative' or 'difficult' - I'm sending you this email because over the past two years in my role in the GOP, I have been inundated with people who want to express their frustrations with the current issues in our city and county. I send this to you as yet again, another 'warning' that citizens in this community feel that their voices don't matter. And at times I feel their frustrations are certainly warranted.

By hearing from you DIRECTLY, rather than through an unelected staff member or manager, they see that as YOU responding to THEM. You tend to be divided as a council - and over the time you've spent together on the dias of the city council chambers, that division becomes more and more evident. I know that you don't always agree as a council, I know that you each have your opinions that are valuable to you. On this issue of communicating with the public via the newsletters and having staff always provide that message, you are putting a layer between you and the voters that they did not ask for or want. On the importance of putting your constituents first, you should certainly be united on that issue. Right? The misconception when it comes to the position our mayor holds - voters believe that by electing her, she is the Chief Executive or head of our city government. Yet those of us paying attention to the workings of our city government know that she doesn't get a vote! We know that because of the 2013 Amendment, that changed dramatically the role of our mayor. In a time when our city is rapidly growing, the weak mayor platform is wholly inadequate as we head into the phase of being a larger city. - But I digress, my input to you is that the very LEAST we should be able to count on as citizens of this community is hearing from our mayor about the state of our city directly and not filtered through a city staff member. We should be hearing from each of you, as you report back to the citizens on how you are working in their best interest...again, not branded or filtered through an information officer or other staff member.

As I stated earlier this year when I came to speak to the council, it hobbles the First Amendment rights of each of you and our mayor and quite frankly, is a gross disservice to our community and its citizens. There is absolutely NO reason for this communications amendment that stifles the voices of our elected leaders when it comes to communicating directly with the people.

This isn't just my opinion, it's the sum of two years of hearing from our fellow citizens. I don't get paid to do what I do, I serve because I care about the future of this valley and the people who call it home.

I have candidate events almost nightly between now and the election, and hope to be able to return in time tomorrow night to be in the council chambers to see how you vote. I hope you take my advice and this email into consideration. If I cannot be back in time, I'll make sure to watch and see how you voted....and hope that you consider the importance of your DIRECT communication with the public.

I hope I can report back that you put them first.

Perhaps you could explain why this is even being considered. If in the end the city council decides to pass this amendment, in my experience I can't help but expect that you will lose the respect and trust of many in our community.

Sincerely,

Patty Sprunt, Wasatch Republican Party

(EXTERNAL) Intersection at 1200S and Mill Rd

Dwayne Giles<[redacted]>

CC Public Comments

Dear City Council,

My family lived and farmed on 1200 South for over a hundred years. Heber's growing, and I know we can't stop that. But I sure hate to see us lose everything that made this a good place to live.

Used to be we played right out in 1200 South. Then you paved it, then you took out front yards. Nowadays our kids would get run over dead. There's too much traffic, and people drive way too darn fast.

So as you look at this intersection, I hope the goal isn't just figuring out how to move even more cars through here. I'd like to see us slow 1200 South down and make it safer, while protecting the homes, farms and businesses that have been here for generations.

I'd sure like to preserve a little of the peace we once had out there.

Thank you,

Dwayne Giles

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
October 12, 2026

DRAFT Minutes

10:00 A.M. Emergency Meeting - Closed Meeting

I. CLOSED MEETING - 10:00 A.M.

Mayor Heidi Franco called the meeting to order at 10:15 a.m. and welcomed everyone present.

City Council Present:	Mayor Heidi Franco Council Member Yvonne Barney - remotely Council Member Aaron Cheatwood Council Member Mike Johnston Council Member Morgan Murdock - remotely Council Member Sid Ostergaard - remotely
Staff Present:	City Manager Matt Brower Community Development Director Tony Kohler Chief of Police Parker Sever Deputy Chief of Police Branden Russel IT Director Anthon Beales

Staff Participating Remotely: Public Works Director Matthew Kennard, Human Resources Manager Cherie Ashe, Airport Manager Adam Bunker, Assistant City Manager Mark Smedley, and City Recorder Trina Cooke.

Also Present: Executech Representative Justin Fairbanks, and Public Information Officer Ryan Bunnell.

Also Attending Remotely: Executech Representatives Brandon Barnedt, Michael Reese, Nate Leon, James Fair, James Wright, Kenyon Blackhurst, and Thomas Miloche.

1. Discussion regarding deployment of security personnel, devices, or systems (Matt Brower, City Manager, Anthon Beales, IT Director) - *60 min*

Motion: Council Member Cheatwood moved to enter a Closed Meeting to hold discussion regarding deployment of security personnel, devices, or systems. UCA 52-4-205
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.**

II. ADJOURNMENT:

Motion: Council Member Johnston made the motion to end the Closed Meeting and to adjourn the Emergency Meeting.
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.**

_____
Trina Cooke, City Recorder

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
AMENDED AGENDA
October 20, 2026

DRAFT Minutes

4:00 p.m. Closed Meeting
5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

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

Mayor Franco called the meeting to order at 4:08 p.m. and welcomed everyone present.

Motion: Council Member Cheatwood made the motion to go into Closed Meeting for the purpose of discussing the deployment of security personnel, devices, or systems and to hold a strategy session to discuss 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 Closed Meeting convened at 4:09 p.m.

1. Discussion regarding deployment of security personnel, devices, or systems (Matt Brower, City Manager, Anthon Beales, IT Director) - *60 min*

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 City Attorney Jeremy Cook Public Works Director Matthew Kennard Finance Manager Sara Jane Nagel City Treasurer Mindy Kohler

Accounts Payable Specialist Lynsee Sulser
IT Director Anthon Beales
Human Resources Director Cherie Ashe
City Engineer Russ Funk
Deputy City Recorder Andrew Conley

Also Present: Public Information Officer Ryan Bunnell

Also Attending Remotely: Executech Representatives Razvan Mulescu, Juliana Cipolla, McDonald Hopkins, Matthew Dowling, Kenyon B, Brandon Burnell, and Michael Reese.

A second Closed Meeting agenda item was added for a strategy session to discuss pending or reasonably imminent litigation.

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 City Engineer Russ Funk City Attorney Jeremy Cook Deputy City Recorder Andrew Conley

Also Present: Twin Creeks Special Service District (TCSSD) Assistant Manager Dave Forward and Legal Counsel Rob Hughes.

Motion: Council Member Barney moved to adjourn the Closed Meeting.
Second: Council Member Cheatwood made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Pass 5-0.**
The Closed Meeting was adjourned at 5:30 p.m.

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

Mayor Franco called the meeting to order at 5:38 p.m. and welcomed everyone present.

1. Pickle Ball Project—790 South and 150 East Road Impacts and Alternatives (Matt Brower, City Manager) - *30 min*

Council Member Johnston recused himself from the discussion.
Pickle Hall representatives Dave Johnson and Erik Rowland shared a presentation as included in the meeting materials. The presentation covered the location of the proposed project, a conceptual layout, and site plan. City Engineer Russ Funk pointed out that there was a pressurized irrigation line planned to go through the location. Council discussion followed regarding the location, the City's planned irrigation line, and preferred uses for the proposed area.

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

III. BREAK - 10 MIN

IV. REGULAR MEETING - 6:00 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 Assistant City Manager Mark Smedley Community Development Director Tony Kohler City Engineer Russ Funk City Attorney Jeremy Cook Deputy City Recorder Andrew Conley Chief of Police Parker Sever

Staff Participating Remotely: Finance Manager Sara Jane Nagel, IT Director Anthon Beales, Public Works Director Matthew Kennard, Human Resources Manager Cherie Ashe, Assistant City Manager J. Mark Smedley,

Also Present: Public Information Officer for Heber City Ryan Bunnell, Rachel Kahler, TJ, and Erik Rowland.

Also Attending Remotely: (names are shown as signed-in online) user, B, DM, Dwayne Giles, Fred, G, Heber Resident, J, JR, KPCW, Lahela Giles, MIchael, Michael Miller, S, Scott Phillips, and Shorty5.

1. Call to Order

Mayor Franco called the meeting to order at 6:33 p.m. and welcomed everyone present.

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

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

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

Council Member Johnston shared the following thought: If you teach your children to be kind and nice and courteous at home, when they turn 16 and start driving, they'll never be able to get onto the freeway correctly.

V. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Nomination of Jesse Bell by Parker Sever for the Mayor's Award

Chief of Police Parker Sever introduced Officer Jesse Bell, who he had nominated for the Mayor's Award. He relayed the story, as included in the meeting materials, of officer Bell helping a transient individual who had just had surgery. Officer Bell had paid for overnight lodging for the individual. Chief Sever noted the compassion shown by Officer Bell and expressed his gratitude at having Officer Bell as a member of the Heber City Police Force.

Mayor Franco presented the officer with the Mayor's Award.

VI. CONFLICT OF INTEREST DISCLOSURE:

There were no Conflicts of Interest disclosed.

VII. CONSENT AGENDA:

Mayor Franco explained that Consent Agenda item number two was being pulled.

Motion: Council Member Cheatwood moved to approve the Consent Agenda, with the exception of agenda item two for Resolution 2026-21.
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.**

1. September 15, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

2. Resolution 2026-21 Amending Heber City's Policies and Procedure Manual, Section 13.9 (K), Addressing Compensatory Time Accrual and Payout (Cherie Ashe, Human Resources Manager)

Consent Agenda item two was pulled from the agenda and was not approved.

3. Mayor's Nominations for the Parks, Open Space, Trails, and Trees (POSTT) (Heidi Franco, Mayor)

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

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

John Call, property owner in Daniel, was affected by the Airport's expansion. He asked for an update on the status of the Airport's buffer zone and land acquisition. He had been approached in 2025 and informed that the City would be interested in purchasing his property if he would sell. He had purchased a new home with the intent to sell the aforementioned property to Heber City but had not been updated since the home was appraised in January, 2026.City Manager Matt Brower informed Mr. Call that the City had met with the FAA (Federal Aviation Administration) that very day and received authorization to proceed with the negotiations to purchase his home. He informed Mr. Call that he, or a member of Staff, would be in contact.

Jami Hewlett felt that putting a through road or more density in the 790 S 150 E location was a horrible idea. She said there were kids walking there all the time and putting a through road would encourage people to speed more. She said that the City did not need anything else. She suggested leaving some of the land for the children to develop and thought the current City Council did not need to develop every bit of land in the Valley.

With no one further coming forward to comment, the Public Comment portion of the agenda was concluded at 6:46 p.m.

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

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

City Engineer Russ Funk reminded Council that a citizen had requested the City look more closely at traffic-calming solutions for pedestrian safety along 100 West between 600 and 1000 South. His recommendation was to add striping to the road, install bulb-outs at the intersections, allow parking on only one side of the street, and complete sidewalks on the east side. Mr. Funk shared that there was $200,000.00 in the current budget for traffic-calming solutions. Council discussed the proposed traffic-calming options and the importance of pedestrian safety.

Mayor Franco opened the discussion for public comment.

Jami Hewlett felt this was an example of additional money being spent to compensate for the growth caused by developers. She suggested it was the added density that had created the traffic concern.

Luke Searle wished to address the traffic at a separate intersection located at 1200 South and Mill Road, across from the Sawmill Development to the Old Mill Elementary school. Mr. Funk advised that the City was aware of the concerns with the intersection and did have a striping project planned that had yet to begin.
Council Member Barney wanted to address another trouble spot located at the intersection of 100 South and 100 East turning off of Main Street. She noted the difficulty to see around parked vehicles. Council discussion continued regarding additional traffic safety concerns in the community.

Mr. Cook explained that there were different interpretations of the procurement policy, but felt the City could use the existing contractor for the proposed traffic calming project. Mayor Franco noted the dollar amount outlined in the Procurement Policy that required Council approval.

Motion: Council Member Johnston moved to move forward with the striping as recommended, to move forward with the five-foot sidewalk, infilling in the gaps along 100 West, monolithic to the curb, and to add at the 910 South crossing, ADA crossing with striping and the concrete islands, and with a funding cap of $150,000.00
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.**

2. Proposed Wasatch County Amendment to the Heber City Expansion Area Memorandum of Understanding (MOU) (Matt Brower, City Manager) - *20 min*

Mayor Franco invited Wasatch County Council Members Erik Rowland and Luke Searle to come forward and participate in the discussion. City Manager Matt Brower recalled that the intent of the existing MOU (Memorandum of Understanding) between Wasatch County and Heber City was to ensure the City and County held a mutual understanding for future annexations and boundary changes affecting the two entities. The two entities had recently discussed improvements to the language in the MOU and Wasatch County was proposing an amendment to section six for the preservation of the North Fields. Wasatch County Council had adopted the proposed amendment. The Heber Valley Corridor was proposed to be constructed through the North Fields and both entities felt it was imperative to ensure further protection for the North Fields from potential development along the proposed corridor. Mr. Brower read the proposed amendment, as previously adopted by Wasatch County, and as included in the attached Staff Report.

Wasatch County Council Members Rowland and Searle expressed appreciation for the Heber City Council's willingness to work together with the County on the proposed amendment and hoped it was the first of many protections that the City and County could collaborate on to protect the beauty of the Valley.

Council Member Johnston proposed the language referring to "East of the Corridor" should be changed to read "East of the Provo River". He did not wish to see the language permit residences and proposed that the language specify the zoning be restricted to minimum 20-acre Agricultural parcels.
Council majority expressed their agreement with Council Member Johnston's proposed language adjustments and continued to discuss the proposed amendment as well as future preservation collaboration projects with the County.

Mayor Franco opened the discussion for public comment at 8:11 p.m.

Jami Hewlett claimed that it was voted on the ballot to preserve the North Fields to one house per 20 acres and she hoped that language would be in the agreement.

With no one further coming forward to comment, the public comment period was closed.

Motion: Council Member Johnston moved to accept the language proposed by the Wasatch County Council and to replace paragraph 6A with the following two changes discussed: The first change was to replace "east of the Heber Valley Western Corridor" with "east of the Provo River". And the second change was to remove "rural agricultural residences" to be replaced with "rural agriculture at the AG 20 density".
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.**

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

Council Member Johnston felt the purpose of the Heber City Newsletter was to share news and relevant City-focused information with the public. He did not think it was appropriate to put opinion articles, or fluff articles, or things that promoted the Council personally or wanted to promote. He observed that the elected officials and city staff had the same First Amendment rights as everybody else. No more, and no less. He was proposing that section three of the Communications Policy be amended to read: "Elected officials may submit ideas and offer comments for official city publications, but will not individually contribute articles and other content to the city newsletter or other official city communications, unless directed by a majority vote of the city council." He added that section five would then be removed as it was no longer needed.

Council discussed freedom of speech, preferences for the language in the Communications Policy, and suggested comparisons to other municipalities' communication policies.

Mayor Franco felt the proposed change to the language in the Communications Policy would take away an elected official's opportunity to say what they needed to say to the constituents. She felt that many members of the Council had not taken the opportunity to write in the City Newsletter. She felt the proposed language would prevent necessary Council communications and the Mayor needed to communicate.
Mayor Franco did not feel that the Council should attempt to limit the communications of other elected officials to the public. She supported following the State Code and enforcing it upon elected officials as well as being held accountable to the public. She was wearing black in response to the attempt to limit elected officials communications with the public and warned the Council that doing so would not make them look good.

Council Member Johnston responded that he felt the Mayor had been unable to police herself with her newsletter submissions and had disparaged both staff and other Council Members, and insinuated wrongdoing by the City in her submissions. He felt this stirred the pot of discontent and contention. The insinuation of wrongdoing upset him. Council Member Johnston felt such issues and concerns would be more appropriately addressed in open meetings with the Council to allow them the opportunity to respond.

Council Member Cheatwood suggested that newsletter submissions be vetted by Council and approved by majority vote. Council Member Barney felt there needed to be a happy medium and did not wish to see the newsletter shut down. She felt all of the Council Members, as elected officials, needed to do better.

Motion: Council Member Johnston moved to adopt the proposed amendment to the Heber City Communications Policy as written in the discussion portion of the Staff Report one and two.
Second: Council Member Ostergaard made the second.

Motion: Council Member Cheatwood moved to extend the Public Comment period for five minutes to allow for the public to comment on the item.
Second: Council Member Murdock made the second.
Discussion: Council Member Ostergaard asked the purpose of the motion. Council Member Cheatwood explained he wished to always allow the public the opportunity to speak.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed 5-0.**

Jami Hewlett asked why the City had an attorney as an assistant manager and paid someone to review it and why they did not advise the City on what was legal. She felt

there would be legal ramifications for limiting free speech. She claimed to have had probably 30 people tell her how much they loved that the Mayor was looking out for them and that she had written what she had in the newsletter. They felt that somebody was listening to them because they didn't feel like their voices were being heard. She quoted First Nephi 16 where it said: "the guilty take the truth to be hard for it cut at them to the very center." She recalled that when there were people who wanted Ranked Choice Voting (RCV), the City had no problem advertising it, and included it in the city newsletter. She recalled the City had sent out a flyer promoting RCV and she claimed that was illegal. She felt that made the City liable.
Ms. Hewlett claimed that Matt Brower had not reported a conflict of interest for eight years, and everybody had gone along with it and that made them liable. She said the Council was in a position to protect the citizens and do what was best for the people who were not in politics. She felt it was good to hear everyone's opinions.

Vote on the original Motion:
Voting Yes: Council Members Cheatwood, Johnston, and Ostergaard.
Voting No: Council Members Barney and Murdock.
The **Motion Passed 3-2.**

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

Motion: Council Member Ostergaard made the motion to recess as the Heber City Council and convene as the Community Reinvestment Agency (CRA) board.
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.**

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

City Manager Matt Brower shared a presentation as included in the meeting materials. The presentation included the City's process to determine the Community Reinvestment Agency (CRA) area, including a pedestrian alley through the area referred to as "C" Street that would run between Main Street Park and the Tabernacle Plaza. He reviewed the properties that the City had acquired along the route and provided Council with options for future uses of the space in the existing buildings. Mr. Brower indicated that he was not seeking a decision from the Council that night but wished to collect their feedback regarding potential preferences. Council shared their opinions and discussed preferences for the near-future use of the properties while the goal for a long-term plan, as outlined in Envision Heber 2050, was set in motion.

Mayor Franco opened the discussion for public comment at 9:28 p.m.

Rachel Kahler, Executive Director of Community Alliance for Main Street (CAMS), expressed thanks on behalf of downtown businesses for the parking lot and encouraged the Council to look at option two as presented by Matt Brower. She said that several individuals, local business owners, had shown interest in leasing the former Wasatch Wave buildings long term. She reiterated the need to bring people downtown for shopping, retail, and restaurants. She thought the buildings had the opportunity to provide at least three suites. She did not feel that $75,000.00 was enough to remodel the inside of the buildings and thought that pushing the cost onto tenants holding a short-term lease would push possible opportunities away. Ms. Kahler agreed with Council Member Barney that the proposed leases needed to be for at least five-years. She felt the potential businesses would prove that the building, and the area, had the potential for revitalization as shown by using an old building. She said the small business owners would need the City's help, either by a grant or the City doing the improvements to create the suites. She added that the interested businesses were the type that would bring walkability, and were the type of businesses that the City was hoping to drive downtown. The business owners were eager to move forward and hoped the CRA board would make a decision soon.

Jami Hewlett was concerned that the Council would consider tearing down the former Wave building. She said that Jim Bosby had created surround sound in that building, and it had also housed a historic newspaper. She questioned additional development and said the City did not have any sewer or water. She questioned who the potential renters were and why the City would consider apartments. Ms. Hewlett felt that the proposed improvements benefited CAMS and asked why Matt Brower did not recuse himself for a conflict of interest.

City Manager Matt Brower corrected Ms. Hewlett's statement that the added parking would benefit CAMS. The parking was to benefit the existing businesses in the area. CAMS did not own any businesses downtown but existed to support the businesses. He added that he had not been on the board of CAMS for over four months.

Mayor Franco closed the public comment period at 9:39 p.m.

Council Member Cheatwood questioned whether Ms. Hewlett would prefer to spend tax-payer money to turn the building into a museum. He noted that apartments had not been included in the options proposed.

Mr. Brower proposed that the lawn area in front of the Public Safety building could potentially provide necessary parking for the park events. Council discussed possible grant options to pay for additional CRA improvement projects.

Mayor Franco said there were other members of the CAMS board that were against the City becoming a landlord and competing with private businesses. Council Member Barney invited other CAMS members and business owners with different opinions to share them with the Council.

Motion: Council Member Cheatwood moved to adjourn the CRA board meeting and reconvene as the Heber City Council.
Second: Council Member Barney made the second.
Voting Yes: Council Members Ostergaard, Johnston, Barney, Cheatwood, and Murdock.
Voting No: None.
The **Motion Passed Unanimously, 5-0.**

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

Motion: Council Member Cheatwood moved to adjourn the CRA board meeting and reconvene as the Heber City Council.
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.**

XII. COMMUNICATION:

City Manager Matt Brower asked whether the Council wished to proceed with the regularly scheduled City Council Meeting on November 3rd, as it fell on Election Day. Consensus of Council majority was to proceed with the meeting if it could be kept short and end early.

Mr. Brower shared the following upcoming events:

- First was the unveiling of the Blaine Welch plaque that would be located on the front corner of the Tabernacle property. It would take place on November 10th at 10:00 a.m.
- Second was the ribbon cutting for the 300 South Trail which would take place on October 30th at 4:30 p.m.
- Third was Halloween Fest, which would take place on October 30th from 5:00 p.m. to 7:00 p.m. at the Plaza.

Council Member Cheatwood asked Mr. Brower and/or Staff to find a technology solution for meeting note takers. He found it difficult to find time to review the entirety of the Planning Commission meetings and felt a summarization of the meetings would assist with Council efficiency when making decisions based on Planning Commission's recommendations. He felt it would also benefit the public. He listed some possible options and expected the cost could be less than $60.00 annually.

Council Member Murdock asked whether the City should apply for Community

Development Block Grant (CDBG) money. City Engineer Russ Funk explained that the City could do so but there was a very specific process that needed to be followed and criteria that needed to be met. Council further discussed the requirements and asked staff to proceed with the necessary preparations.

XIII. CLOSED MEETING: (As Needed)

XIV. 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 meeting was adjourned at approximately 10:10 p.m.

_____
Trina Cooke, City Recorder

Heber City Council Staff Report

MEETING DATE:	11/3/2026
SUBJECT:	Ordinance 2026-22, Sign Code amendment to address signs in the Right of Way
RESPONSIBLE:	Jamie Baron
DEPARTMENT:	Planning
STRATEGIC RELEVANCE:	Community and Economic Development

SUMMARY

The Utah State Legislature passed HB 33 allowing political signs in the Right of Way, but allows for local governments to regulate size. This amendment would allow for signs in the ROW to be 4 square feet and no taller than 3 feet in height.

RECOMMENDATION

Planning Commission forwarded a positive recommendation. Staff is recommending the City Council approve the amendment with the findings in the conclusion of the report.

BACKGROUND

The Utah State Legislature passed House Bill 33 allowing political signs in the Right of Way, but allows for local governments to regulate size. In addition to the new law, there is a federal court case, Reed v. Town of Gilbert, that prohibits sign regulation based on content, which means that the City would have to allow for other signs in the public right of way. For this reason, staff presented this issue to the planning commission for consideration to ensure that signs in the right of way are not adversely impacting the properties around them or creating safety issues in the public right of way.

DISCUSSION

Proposal

The proposed is to limit signs in the right of way to 4 square feet and no more than 3 feet in height, which is a typical small sign.

Planning Commission Review

The PC held a public hearing and received no public comment. The PC then discussed the rational of the sign size, was agreeable with the size. PC was concerned about the height of the sign in the right of way and added a condition that the total height was not to exceed 3 feet. This was to be consistent with the clear sight triangle regulations and maintaining safe visual arse for cars and pedestrians. This was incorporated in their positive recommendation to the City Council.

FISCAL IMPACT

N/A

CONCLUSION

The Utah State Legislature passed HB 33, allowing political signs in the Right of Way, but allows for local governments to regulate size. This amendment would allow for signs in the ROW to be 4 square feet and 3 feet in height. Staff recommends the Council approve Ordinance 2026-22 with the following findings:

Findings

1. The Planning Commission held a public hearing on August 25, 2026.
2. The Planning Commission forwarded a positive recommendation on August 25, 2026.

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 Ordinance 2026-22** as presented, with the findings and conditions as presented in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2026-22 Signs in ROW
2. ROW Sign Amendment

ORDINANCE NO. 2026-22

AN ORDINANCE AMENDING 18.104 SIGNS, SIGNS IN RIGHT OF WAY.

WHEREAS, The Utah State Legislature passed HB 33, permitting political signs in the public right of way.

WHEREAS, The City Council finds it in the public interest to regulate the size and height of signs in the right of way to ensure traffic and pedestrian safety.

BE IT ORDAINED by the City Council of Heber City, Utah, that Chapter 18.104 Signs 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

18.104 Signs
18.104.010 Purpose, Scope And Applicability
18.104.020 General Conditions For All Signs
18.104.030 General Standards
18.104.040 Building Signs
18.104.050 Monument/Landscape Signs
18.104.060 Streetscape Signs
18.104.070 Temporary Signs
18.104.080 Non-Conforming Signs
18.104.090 Sign Definitions

18.104.010 Purpose, Scope And Applicability

A. This Chapter, Chapter 18.104, shall regulate all signs located in Heber City

B. This chapter provides standards for signage in terms of compatibility with surroundings and promotion of functional and attractive streetscapes.

C. These regulations are composed to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.

D. The regulations contained herein are declared to be the maximum allowable for the purposes set forth. If the Planning Director determines that an application needs further interpretation, he/she may request planning commission review of a proposal. Any sign type not listed is not allowed.

E. All permanent signs shall be processed as permitted uses. All temporary signs do not require any permits. Building permits are required for all permanent signs except painted wall signs. Face changes on permanent signs for maintenance or updating purposes do not require permits.

18.104.020 General Conditions For All Signs

A. Materials: All signs must be constructed out of high quality, durable, weather resistant, permanent materials. Exceptions: temporary signs (see temporary signs described in this section).

B. Sign Types: Wall signs shall be the primary form of identification for a building or business.

C. Overall Composition: Signs within a small development grouping (a courtyard or short promenade) and a large building group (such as student residences) shall be constructed with complementary styles and methods of construction (i.e., single pan channel letters, awnings, blade signs, etc.) along a combined building frontage.

D. General Location:

1. Low profile/monument: All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way. All freestanding signs shall be at least their height in distance from an adjoining side property line.

2. Vertical Separation and Sight Lines: All exterior building attached signs shall be a minimum vertical distance of eight feet (8') from grade to their lowest point. Signs which exceed three feet (3') in height from grade may not be placed within the sixty foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30’. (Sight line: Measured by intersecting lines parallel to the front of curb; finding the intersecting point; measuring back 60 feet in each direction and completing the triangle from those measurements).

E. Interpretation: If there is a question of interpretation within the sign portion of this code, the Planning Director may interpret. If the applicant believes the Director's interpretation is in error, the applicant may request an appeal to the Appeal Authority.

F. Supports/Poles: All supporting objects, poles, and any other means of attaching a sign anywhere (wall, earth, facade, etc.) shall be minimized or concealed so it is not visible, unless otherwise noted, and shall incorporate colors, materials, and/or architectural features of its related building.

G. Maintenance: Every sign shall be kept attractive and in complete operating condition. The required landscape area for freestanding signs shall be kept free from weeds, garbage and debris, and shall be maintained with a mix of evergreen and deciduous shrubs, as well as flowers. Maintenance includes the repair of facades, poles, and sign faces where signs have been removed or damage has occurred; and the painting, rust removal, cleaning and repairing of a sign. Maintenance does not include structural alterations, cosmetic or style changes, enlargements or face changes. Unsafe signs shall be repaired or removed.

H. Traffic Safety: No sign or other advertising structure shall be erected which in any manner may be confused with an official traffic sign or signal, or which bears words normally used in such signs, i.e., stop, go, slow down, caution, danger, warning, etc. A sign or advertising structure shall not be erected which by reason of size, location, shape, content, coloring or manner of illumination might be confused as a traffic control device. No sign shall have lighting which impairs the vision of anyone traveling upon a public street, or distracts a driver so as to create a public nuisance or endangerment.

I. Lighting: All sign lighting shall be downward directed and shielded to support the City’s dark sky goals.

1. External Illumination. The external illumination of signs shall utilize lighting fixtures that comply with the following:

a. Fixtures shall be full cutoff and fully shielded. b. Fixtures shall not permit light above a 90 degree angle perpendicular to the ground. c. Fixtures shall be counted toward the allowed lumens outlined in Section 18.78.040.

2. Internal Illumination. The internal illumination of signs shall meet the following standards:

a. Internal illumination is only permitted for the following signs:

i. Channel letter and logo signs

ii. Cutout signs

b. The lighting element shall not be visible. Damaged signs exposing the lighting element shall be promptly repaired. The sign lighting shall be turned off until the sign can be repaired.

3. Backlit Illumination.

a. The lighting element shall not be visible.

J. Properties with insufficient widths to meet the sign frontage standards identified in the following sections, shall be entitled to one shopfront/wall sign (15% of the front façade).

K. Prohibited Signs and Conditions. The following signs are prohibited unless expressly permitted elsewhere in this code:

1. Wind, hot or cold air balloons, inflatables, flashing or blinking signs, chaser lights, laser beams, animated signs, and any signs that move or include moving parts.

2. Statuary/Sculpture used for signage (not including artistic statuary). Statuary/Sculpture of extremely high quality and material may be approved by the Planning Director if it reflects the rural, historical, or mountain themes of the community.
3. Billboard/off premise signs are prohibited.
~~4. Signs within the public right of way, except, public necessity signs, community banners located on approved streetlights, and one A-frame sign per business located directly in front of the business in commercial districts on Main Street between 600 N and 600 S, or 600 West between 100 North and 300 South and NVOZ Village Centers.~~
~~5.~~4. Signs projecting above the roof eave or cornice, roof signs and temporary signs (that are not listed in this code).
~~6.~~5. No sign, except awning signs, shall extend over to interface with a pedestrian or vehicular access area; interfere with a fire escape, exit, stairway, door ventilator or window; be located within a power line easement without the power company's approval.
~~7.~~6. Neon lighting or neon signage shall not be employed so as to accentuate the outline of a building.
~~8.~~7. Digital signs, Electronic message centers, animated signs, flashing signs, except signs displaying gas prices (number messages only)
~~9.~~8. Banners, A-frame signs, except as may be expressly permitted elsewhere in this code and movable or portable signs, snipe signs.
~~10.~~9. Signs shall be located to not obscure key architectural details of the building or its' setting.
~~11.~~10. Murals that contain advertising messages.
~~12.~~11. Pole signs are prohibited

18.104.030 General Standards

Sign Type Number	Height and Width	Amount and/or Location	Where Allowed
Directional or instructional. One per driveway	4'0' maximum height and 4 sq. ft. maximum size	3 per (final) ownership parcel	All Zones
No trespassing or no dumping. One per frontage	4'0' maximum height and 4 sq. ft. maximum size	4 signs per ownership parcel	All Zones
Plaques, nameplate signs, identification or commemorative plaques. One per door	Maximum size of 2 sq. ft.	4 signs per ownership parcel	All Zones
Flags: Flags, emblems, or insignia	No limit. Size may not create a noise nuisance. 25 foot pole height limit max.	No limit	All Zones
Memorial signs: Memorial signs with names of buildings and date of ground breaking cut into masonry or	No limit	No limit	All Zones

inlaid as part of the building.			
Notice bulletin boards/kiosks. One per frontage.	Maximum size of 24 sq. ft.	1	All Zones
Holiday decorations: noncommercial signs of a decorative nature, clearly incidental and commonly associated with the appropriate national, local, or religious holiday.	No limit. Must be completely on site with the building or ownership sponsoring or constructing the sign.	No limit	All Zones
Home Occupation Unlit Wall Signs. One per home occupation business.	Maximum size of 4 sq. ft.	1 located on the front facade	All Zones

18.104.040 Building Signs

Sign Type	Configuration	Components	Where Allowed
Shopfront and wall: C-3 Zone: 2 signs on the primary facade; 1 parallel and 1 perpendicular/blade/projecting sign (see below standard for parallel and perpendicular signs). Plus 1 additional suspended (if arcade building type) per business. All other permitted Zones: No more than 5 signs for the same business on a primary façade, and 2 signs for a secondary façade. For Multi-Tennant buildings of 3 or more tenants, no more than 1 signs per tenant space on the primary façade, and 1 sign on secondary facades of the tenant space.	Height and width, wall sign: 15% of facade (primary wall), 5% of any other facade Height and width, perpendicular sign: One-dimension (depending on vertical or horizontal orientation) shall not exceed 2'6". Any projecting sign must have a minimum clearance of 8'0" above the public right of way. All object, bands, background of any kind used for the benefit of the sign (unless a distinct architectural feature) will be used to	Composition: Wall signs may not project above, or be mounted above the eave or roof line, whichever is lower. False facades to accommodate larger signs are not permitted. Shall be complementary to the building material and color, with differences in material or finish to be minor, i.e., not jarring or competitive. When using multiple signs per façade, channel letter and	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ

	calculate the dimension. There must be a minimum of 15’0” between suspended signs and perpendicular/blade signs.	logo signs shall be used.	
Window signs: Window paint, plastic, films, or a high quality paper (inside only). The material should not deteriorate for a minimum of 30 days.	Height and width: The area of any window sign, except window films on non-primary streets/alleys, shall not exceed 20% of the window (a single window unit or panel; not the entire glass area of a building or facade) on which it resides.	Composition: Lettering shall be dis-played on the glass with no back- ground (clear glass) or with translucent background if very small (less than 4 sq. ft. in area). Window films on non-primary streets and alleys may cover 100% of the windows Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Marquee	1 per business, minimum 8 foot clearance above sidewalk, and maximum 15% of facade (primary wall). May include physically changeable copy.	Limited to theater and performing arts uses	C-3, Village Center in NVOZ

Neon signs (inside window, in storefronts) One per business.	Maximum area: 6 sq. ft.	Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Awning signs: Shall be complementary to the building material and color, with differences in material or finish to be minor.	Height and width: The sign must have a minimum clearance of 8'0" above the public right of way. Such signs shall not project more than 5', nor be less than 2'.	Composition: Lettering shall not exceed 5" on awnings. Awning signs shall not project above any part of the roof line. Text/lettering may cover up to 40% of the awning's surface. Limited to non-residential uses.	C_2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Canopy/gas island: Shall be complementary to the building material and color.	Height and width: Height shall not exceed 20’0” from grade and no canopy fascia may exceed 4’0” in height. Individual letters, logos, or symbols may not exceed 3’ in height or project out from the canopy more than 18”. Shall not exceed 15% of the area of the side of the canopy in which it is located. May include physically changeable copy. Gas price signs may include electronic changeable copy for the prices only.	The canopy shall not extend more than 10’0” from the pump and street side edges shall not encroach on the ROW closer than 10’ Lighting: The island shall have sufficient lighting for safety, with light levels between 0.1 to 1.0 foot-candle (depending on the circumstance). The light may be downward directed outside of the canopy area. Limited to non-residential uses	C-2, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
Roof Signs.	Area shall not exceed 15% of the front flat wall area of the first floor or story of the building, or 300	Shall not extend above the top of any roof line. Limited to non-residential uses.	C-2, C-3, C-4, PF, MURCZ, PC

	square feet, whichever is less.		
Painted Wall Sign	15% of facade (primary wall), 5% of facade any other wall.	Fluorescent paint prohibited. Shall not obscure key architectural features of the building.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Menu Board	2 per business, not located in front yard. May include physically changeable copy, Limited to rear building locations only in the C-3 zone.	Maximum size of 30 square feet and maximum height of 6'	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Blade/Projecting Sign	One per business, limited to 12 square feet, with 8' minimum clearance above any sidewalks.	No lighting allowed	C-3, and Village Centers in NVOZ
Rural Iconic Signs	One per frontage Unique distinctive designs that reinforce the rural character of Heber. Up to 50 square feet of sign area.	Shall be located in a landscaped area at least 200 square. Shall be complementary to the building materials and color, with differences in material or finish to be minor, i.e., not jarring or competitive. External lighting, downward directed only. For use only by Planned Shopping Center/Commercial Complex.	C-2, C-4, MURCZ, as a conditional use with final approval by the City Council.

18.104.050 Monument/Landscape Signs

Sign Type	Configuration	Components	Where Allowed
Low Profile/Monument types: Shall be complementary to the adjacent building(s) in material and color. All monument signs must include a masonry (or stone) base (between 1’0” and 2’0” in height). One for every 200’ of frontage	Height and width: The sign must not exceed 10’ in height from its site grade or from the nearest public right of way. Location: The sign shall be placed in a minimum of 3’0” from the public right of way, with a minimum of 100’ between monument signs. Signs shall be set back at least their height or width (whichever is greater) from any adjoining side property line. May include physically changeable copy and such signs are subject to clear view provisions (see D (2))	Context and setting: Monument signs shall have a minimum of 3’0” of landscaping around the base of the sign, including shrubs, flowers, and ground cover. Structural support poles shall be concealed, unless used as a decorative element of the sign.. The maximum square footage of the sign (not including the masonry base) shall not exceed 30% of the street frontage length (example: 100 linear feet x 30% = 30 sq. ft.), with a maximum of 100 sq. ft. Lighting: Monument signs shall be externally illuminated, without glare to passersby and downward directed and shielded to prevent light spillage onto the roadway or use individually constructed letters with internal lighting (all wiring, mounting brackets, bolts, tracks, etc., shall not be visible).	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ Permitted in all residential zones as part of the subdivision approval process when utilized for a neighborhood identification sign and for existing neighborhoods with a known identity, except height shall be limited to 6’.

18.104.060 Streetscape Signs

Sign Type	Where Allowed
Public necessity signs: Permanent materials shall be used; good quality and attractive. Height and width: Shall meet the minimum and maximum standards of the regulating entity. Installed as required by the City Engineer, Public Works Director or other applicable regulating entity. Community signs - maximum size of 32 square feet, maximum height of 12' for up to 30 days. Community signs, streetlight banners, as approved by the Public Works Director and the Planning Director. See banner policy.	All Zones
A Fram Signs: 1 per business placed directly in front of the business.	Commercial Districts on Main Street between 600 N and 600 S, or 600 West between 100 North and 300 South and NVOZ Village Centers
Temporary Signs in Right-of-Way: Any temporary signs as allowed in 18.104.070, no more than 4 square feet and 3 feet in height when in right-of-way.	By zones in 18.104.070

18.104.070 Temporary Signs

Sign Type	Configuration	Technique	Where Allowed
Going out of business: Signs announcing the closing of a business or ownership.	A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per business. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum) period.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ

		Limited to non-residential zones.	
Directional development signs: Temporary directional signs for new subdivisions and planned unit developments being marketed or constructed. One onsite construction/development sign.	Height and width: A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per development. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum period).	All Zones
Gas pump signs: Shall be complementary to the building material and color. To prevent advertising above gas pumps, a high quality changeable sign (bottom portion of the gas pump itself only) may be used to advertise.	Height and width may not exceed the base of the standard gas pump. The height and width of the temporary sign must fill the base area completely, replacing the typical plastic panel in some manner.	The sign(s) shall be placed within a permanent sign enclosure only (on the base of each side of the pump). 1 double faced permanent sign (changeable) for each type of fuel sold is allowed per gas island. Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
Fabric Banners: Special promotion, seasonal, grand opening.	A maximum height of sign face of 3' and a maximum width of the tenant space is permitted.	One banner shall be placed on 1 wall. The sign shall not interfere with a window, ingress/egress, lighting, or mechanical equipment. Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
A-frame: Special promotion, grand opening out of business.	A maximum height of sign face of 3' and a maximum width of 3' is permitted.	Only allowed in ROW in commercial districts on Main Street and 600 West	C-3, MCZ, NVOZ

	Bottom edge shall be weighted.	(see J (4) and Village Centers in NVOZ. Plastic materials only but may include a chalk board. One per business. Limited to non-residential uses.	
Window signs: Signs placed inside a window for temporary advertisement.	A maximum of 20% of a window panel area may be used for a permanent (changeable) sign or temporary advertisement.	1 per building side, mounted from the inside of the building. Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.	A maximum height of 4' and a maximum size of 20 sq. ft. is permitted. A maximum overall height of 10' for combined sign and base/support. Such signs may be used for home occupations in any residential zone but are limited to 4' square foot and shall be setback at least 5' from the ROW.	1 per street front. Limited to non-residential uses.	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ, R zones for home occupations.
Political Signs: Political or campaign signs on behalf of candidates for public office or measures on ballots.	Shall not be placed within the 60 foot sight triangle, nor in any other location that creates a vehicular or pedestrian traffic visibility hazard. 4 square feet and 3 feet in height maximum in public right-of-way.	No limit. Political and campaign signs may be placed only with the approval of the property owner and must be placed on private property ~~and not on public property~~ or in a public right-of-way. May not be placed on public property	All Zones

		other than right-of-way.	
Real estate and Development signs: Any sign used to advertise the sale, development, or lease of an individual property.	8 foot max height. The sign shall not be located in the public right of way.	1 sign permitted per street frontage.	All Zones
* No temporary sign may be displayed for longer than 3 months. No temporary sign shall be considered a permanent sign. All temporary signs shall be maintained in a new appearance with no torn fabrics, faded lettering or designs, etc.			

18.104.080 Non-Conforming Signs

A. Moving, Extensions Or Alterations: A nonconforming sign shall not be reconstructed, raised, moved, replaced, extended, altered, or enlarged unless the sign is changed so as to conform to all provisions of this chapter. A nonconforming sign may be temporarily removed for routine maintenance and reinstalled in the same location and manner. When a change of use occurs, the new use shall extinguish the non-conforming nature of the existing sign and construct a conforming sign. Alterations shall also include the changing of the text or message of the sign as a result of a change in use of the property. Alterations shall not be interpreted to include changing the text or copy on multi-tenant, theater signs, or other similar signs which are designed to accommodate changeable copy. Specific modifications may be permitted to nonconforming signs designated as historic signs (50 years or older and having cultural and architectural design significance) as per review and approval by the City Council.

B. Unsafe Signs: If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after the building official or code enforcement officer gives notice pursuant to section C, the building inspector may abate and remove the sign, and the person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.

C. Non-maintained, Unsafe, Or Abandoned Signs: The building official or code enforcement officer may require each non-maintained, unsafe, or abandoned sign to be removed from the building or premises when such sign has not been repaired or put into use by the owner, person having control or person receiving benefit of such structure within thirty (30) calendar days after notice of non-maintenance or abandonment is given to the owner, person having control or person receiving the benefit of such structure.

D. Illegal Signs: If an illegal sign is not brought into compliance with the provisions of these sign regulations within thirty (30) working days after the building official or code enforcement officer gives notice pursuant to subsection C of this section, the building inspector and/or code enforcement officer may abate and remove the sign, and the owner, person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.

E. Restoration Conditions: Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God or damaged by any other cause, to the extent of more than sixty percent (60%) of their replacement value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter, or shall be removed.

18.104.090 Sign Definitions

A. Sign. Every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product, or service. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge, or insignia of any government or governmental agency erected for and used to identify said government or governmental agency.

B. Sign, A-Frame. Any portable sign, structure, or configuration composed of 1 or 2 sign faces mounted or attached back-to-back in such a manner as to form a basically triangular vertical cross-section.

C. Sign, Abandoned. A sign which no longer correctly directs or influences any person, advertises a bona fide business, lessor, owner, product or activity conducted or available on the premises where such sign is displayed.

D. Sign, Animated. A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights.

E. Sign Area. The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back-to-back or double face sign covering the same object shall be computed when the signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees. In relation to signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display, with posted copy.

F. Sign, Awning. An awning having copy or logo, or which is back-lit or externally illuminated or a non-illuminated which does not have an architecturally compatible color and design with the structure.

G. Sign, Off Premise/Billboard. An advertising sign which directs attention to a business, product, commodity, or services not related to the premises on which it is erected, and which is designed and constructed for the display of a temporary and changeable face advertising such business, product, commodity, or service, for which a sign permit is not required for the face change of the sign.

H. Sign, Changeable Copy. A sign on which the copy is changed manually such as a reader board with changeable letters, and electrically controlled time and temperature signs. It does not include poster panels or painted signs.

I. Sign, Cutout. A sign with an opaque cabinet face and semi-opaque lettering, permitting only the lettering to be illuminated.

J. Sign, Digital. A sign where the content of the sign is projected through the use of electronic devices or technology. Such signs include, but are not limited to, electronic message centers, LED, LCD, or Plasma screens, and projectors.

K. Sign, Festive Flag Banner. A flag or banner constructed of cloth, canvas or light fabric that is hung from a light pole. The flag/banner shall contain no advertising except for cultural events; i.e., Wasatch County Fair Days, special holidays/seasons, etc.

L. Sign, Flashing. A sign or parts thereof which is intermittently on and off or which revolves in such a manner to create the illusion of being on and off, with the exclusion of time and temperature signs.

M. Sign, Flat. A sign erected parallel to and attached to the outside wall of a building and extending out not more than eighteen inches from such wall with messages or copy on the face side only.

N. Sign, Floodlighted. A sign made legible in the absence of daylight by devices which reflect or project light upon it from a downward angle.

O. Sign, Free-Standing (or Pole Sign). A sign supported by a fixed permanent form(s) or support(s) in the ground.

P. Sign, Monument Sign/Low Profile. A low sign where the extent of the sign surface is attached to the ground or a foundation in the ground, and where there are no poles, braces, or other visible means of support other than attachment to the ground. Includes neighborhood identification signs provided for new subdivisions and for existing areas with known neighborhood identity.

Q. Sign, Guide and Directional. Signs containing directional information about public places owned or operated by Federal, State, or local governments or their agencies; public or privately owned natural phenomena, historic, cultural, scientific, educational, and religious sites; and areas of natural beauty or naturally suited to outdoor recreation. Directional signs may also be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property, and shall be located on the properties on which they pertain. No such sign is to be used for advertising purposes and shall not exceed 6 square feet in area.

R. Sign, Home Occupation. An unlit sign identifying a home occupation legally existing on the premises.

S. Sign, Illuminated. A sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes as part of the sign proper.

T. Sign, Interior. A sign located within a building so as to be visible only from within the building in which the sign is located.

U. Sign, Marquee or Canopy. A sign attached to or constructed in or on a canopy or marquee and as defined separately in this chapter.

V. Sign, Menu Board. A sign that is used to advertise the product available at a fast food restaurant.

W. Sign, Movable (or Portable). A sign excluding real estate signs constructed so as to allow the sign to be moved on vehicles or transported by hand.

X. Sign, Name Plate. A sign indicating the name and/or occupation of a person or persons residing on the premises or legally occupying the premises, or indicating a home occupation legally existing on the premises.

Y. Sign, Nonconforming. A sign or sign structure of portion thereof lawfully existing at the time this Code became effective, which does not conform to all regulations prescribed in the district in which it is located.

Z. Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.

AA. Sign, On-Premise. A sign which directs attention to a business, commodity, product, use, service or other activity which is sold, offered or conducted on the premises upon which the sign is located.

BB. Sign, Projecting. A sign attached to a building and extending in whole or in part more than eighteen inches beyond any wall of the building.

CC. Sign, Property. A temporary sign related to the property on which is located advertising contemplated improvements or announcing the name of the builder, owner, designer, or developer of the project, or warning against trespassing.

DD. Sign, Public Necessity or Hazard. A sign informing the public of any danger or hazard existing on or adjacent to the premises.

EE. Sign, Real Estate. A temporary sign related to the property on which it is located and offering such property for sale or lease.

FF. Sign, Roof. A sign erected partly or wholly free-standing on or over the roof of a building.

GG. Sign, Service. A sign which is incidental to a use lawfully occupying the property upon which the sign is located and which sign is necessary to provide information to the public, such as direction to parking lots or location of restrooms.

HH. Sign, Snipe. A sign for which a permit is required and has not been obtained and which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, or fences, or other objects with the message appearing thereon.

II. Sign, Structure. The supports, uprights, bracing, cables and framework of a sign or outdoor display.

JJ. Sign, Temporary. A banner, pennant, valance or advertising display constructed of paper, cloth, canvas, fabric, cardboard, wall board or other materials, with or without frames, intended to be displayed in or out of doors for a short period of time; shall include political signs, special events signs, special business promotions or movable signs.

KK. Sign, Wall. A sign that is either painted on a building wall or it's facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.

LL. Sign, Wind. Any propeller or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including pennants, flags or banners.

MM. Sign, Window. A sign either attached to a window or door or located within a building so as to be visible through a window or door from outside of the building.

NN. Marquee. A permanent roofed structure over the entrance to a building often bearing an advertising sign. This structure is designed to meet all provisions of the current Building Code and other specifications as outlined in this Code. Where specifications in this Code and the Building Code as adopted by Heber City differ, the more restrictive shall apply.

OO. Community Signs. Temporary, on or off-premise signs, generally made of a woven material or durable synthetic materials primarily attached to or hung in a vertical fashion from light poles or on buildings, of solely a decorative, festive, and/or informative nature announcing activities, promotions, events, seasonal or traditional themes having broad community interest, and which are sponsored or supported by Heber City, or a local community based non-profit organization.

PP. Planned Shopping Center/Commercial complex. A group of three (3) or more architecturally unified commercial establishments built on a site that is planned, developed, owned and managed as an operating unit related in its location, size and type of shops to the trade area that it serves. The unit provides on-site parking in definite relationship to the types and total size of the stores. Thus any number of small single ownership commercial developments would not qualify as a shopping center.

QQ. Sign, Rural Iconic. A uniquely designed sign that reinforces the rural theme of Heber and does not conform to conventional sign designs.

Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: Ordinance 2026-25 Amending City Procurement Code
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Legal
STRATEGIC RELEVANCE: None

SUMMARY

Heber City Code Chapter 3.14 (Purchasing Policy) establishes policies with respect to procurement of goods and services by the City. Section 3.14.060.C. exempts certain emergency contracts from the competitive bidding requirements in the Purchasing Policy. The purpose of the amendment is to clarify that certain emergency contracts for safety and security of computer or information technology systems, public buildings or facilities, or public infrastructure are exempt from the bidding and competitive procurement process.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

DISCUSSION

The safety and security of computer or information technology systems, public buildings or facilities, and public infrastructure has become an increasingly complex issue and competitive bidding may create situations where the City is required to divulge sensitive information or not timely respond to security threats. The City always endeavors to obtain the best price for products and services and to allow all public sector business to compete for City contracts, but certain situations may exist where the potential financial harm to the City of a delay in procurement outweighs the benefit of competitive bidding, and the City has a duty to protect public resources and facilities from security threats that could jeopardize the public investment in those resources.

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the changes to the Purchasing Policy

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue
I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:
Alternative 4 - Denial
I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Legal
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Ordinance 2026-25 Purchasing Policy - 4936-3768-6173 - 3

ORDINANCE NO. 2026-25

AN ORDINANCE OF HEBER CITY, UTAH, AMENDING SECTION 3.14.060 (EXEMPTIONS) OF THE HEBER CITY MUNICIPAL CODE

WHEREAS, Heber City Code Chapter 3.14 (Purchasing Policy) establishes certain policies and procedures for procurement of goods and services by the City; and

WHEREAS, Section 3.14.060 provides certain exemptions to the competitive bidding process, including emergency procurements; and

WHEREAS, the safety and security of Heber City's computer systems, property and infrastructure has become increasingly complex and rapidly changing; and

WHEREAS, in limited situations, it is in the best interest of residents of Heber City to exempt certain procurements from the competitive bidding process.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HEBER CITY, UTAH, that Heber City Municipal Code Section 3.14.060 (Exemptions) is amended to add the highlighted language in Exhibit A, attached hereto and incorporated herein. This Ordinance shall take effect immediately.

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

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

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

4936-3768-6173, v. 3

EXHIBIT "A

3.14.060 Exemptions

The following transactions are exempt from the competitive bidding requirements of this chapter. The mayor or city manager shall determine whether a particular contract or purchase is exempt under the following criteria:

A. When the provisions of this chapter would prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

B. When any purchase or encumbrance is made with state or federal funds and the applicable state or federal laws or regulations are in conflict with this chapter to the extent that following the provisions of this chapter would jeopardize the use of those state or federal funds, such conflicting provisions of this chapter shall not apply and the city officials making such purchases shall follow the procedure required by the state or federal laws or regulations.

C. Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; circumstances where competitive bidding could jeopardize or negatively impact the security or safety of Heber City's computer or information technology systems, public buildings or facilities, or public infrastructure; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The city manager or mayor shall notify the city council of any emergency contract which would have normally required their approval at the next regularly scheduled city council meeting. The term of an emergency contract should be limited to the term that is reasonably necessary to fulfill the purpose of the emergency contract, but not to exceed one-year. All emergency contracts shall be evaluated on a monthly basis to determine if the circumstances warranting the emergency contract are still applicable.

D. Projects which are acquired, expanded, or improved under the Local Building Authority Act.

E. Purchases from vendors or suppliers who are the sole source of the goods or services under procurement. If any sole source procurement exceeds the thresholds in Appendix A, notice of the sole source procurement shall be published in a newspaper of general circulation in the state or a newspaper of local circulation in the area at least 10 days before the public meeting to approve the purchase or contract by the city council. In the event that there is only one service provider, no competitive bidding is required.

F. Purchases from state or local surplus property agencies or entities or purchases from entities under state-awarded contracts. Additionally, the City shall have the power to enter into joint purchase agreements with any or all other public agencies within the state for the purchase of any commodity or service, whenever it is determined by the City Council to be in the best interest of the City, regardless of whether such agency or agencies are associated with state entities.

G. Professional Service Contracts. All professional services must comply with the thresholds and authority levels set forth in Appendix A. The selection of professional service contracts shall be based on an evaluation of the services needed, the abilities of the contractors, the uniqueness of the service and the general performance of the contractor. When selecting the most qualified consultants to perform professional services, the city shall not consider pricing information until after the qualifications of all consultants being considered have been evaluated. When soliciting professional services, the City will indicate in the notice whether negotiations will commence with the firm deemed most qualified or the City will prequalify firms prior to soliciting price quotes. Contracts for ongoing "As Needed" services approved by City Council do not require Council approval for individual tasks or projects performed under the contract provided an individual task value does not exceed threshold levels set forth in Appendix A.

Heber City Council Staff Report

MEETING DATE: 11/3/2026

SUBJECT: Consider Approval of Contract Amendment with Sunrise Engineering for the Muirfield Park Expansion Project in the amount of $27,000.

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The purpose of this item is to seek Council approval for a Contract Amendment with Sunrise Engineering relating to the Engineering Design and Permitting Services for the Muirfield Park Expansion Project.

RECOMMENDATION

That the City Council authorize staff to approve the proposed contract amendment in the amount of $27,000.

BACKGROUND

In 2024, Heber City contracted with Sunrise Engineering for Engineering Services relating to the expansion of Muirfield Park. As the project scope was being negotiated, Sunrise reached out to the ACOE (Army Corps of Engineers) to discuss with them the proposed improvements and to understand the permitting expectations. At the time, based on the discussion, it was understood that the review would likely result in a determination of an NPR (No Permit Required). However, as the application was submitted, a different project manager was assigned, and a response was issued requesting additional information to help with the determination. This request was received in February, 2026. Our consultants responded in April with the information requested and anticipated that the issue would be resolved. However, on June 26th, another letter was received from the ACOE again requesting additional information.

A follow-up meeting was scheduled with the ACOE to further discuss the project and to help ensure that they understood the proposed improvements and the vision/nature of the park in hopes of clearing up any confusion relating to permitting. The result of the meeting was that most of the proposed improvements would fit under the NPR request, but that the proposed changes to the pond would need to be removed from the NPR application, and be applied for separately through the LOP (Letter of Permission) process. They also requested that a Stream Alteration Permit be obtained for the culverts being installed in the ditch along 600 West.

Although the LOP process may result in approval, there is also a chance that the proposed pond improvements may be considered a loss of wetlands, which would require mitigation. If the approval is obtained, the project will be constructed as envisioned. If mitigation is required, then the City may want to reconsider whether the benefits of the pond improvements are worth the costs/effort of mitigation.

In addition, during a high runoff event earlier this year, large sinkholes formed around the existing culverts where Spring Creek crosses 600 West near the south-west area of Muirfield Park. Investigation found that the culverts are severely deteriorated and pose a potential risk of failure. Public Works has completed some short-term repairs, but the culverts will ultimately need to be replaced. Staff has asked Sunrise Engineering to design a box culvert to replace the aging culverts as part of the project. Replacement of the culverts will also require a Stream Alteration Permit.

The proposed contract amendment includes the cost of design and permit services. Design and Stream Alteration Permitting requirements are proposed as Lump Sum amounts. The LOP permitting has been proposed as a Time & Materials fee with an established budget of $15,000.

In order to help keep the project on schedule, Sunrise has elected to move forward with the permitting services at their own risk while the contract amendment process takes place. It is anticipated that the project will be bid out in early 2027, with the intent of starting construction in early spring.

DISCUSSION

FISCAL IMPACT

The prior contract amount with Sunrise for Engineering services relating to the project was $175,600. The new total with the proposed $27,000 amendment is $202,600.
The overall cost estimate for the project is $3,525,000.

Project funding is expected to span 2 Fiscal Years. The FY27 Budget includes $1,000,000 of Impact Fee Funding (Fund 47) for the project. The remaining budget for the project is expected to be budgeted in FY28.

CONCLUSION

As completion of the Muirfield Park Expansion is a priority to Council, Staff recommends approval of the proposed contract amendment.

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 Contract Amendment
2. Muirfield Park Exhibits

AMENDMENT NO. 2

to the

WORK RELEASE NO. 2024-2

HEBER CITY MUIRFIELD PARK EXPANSION

HEBER CITY
75 NORTH MAIN
HEBER CITY, UT 84032

October 8, 2026

Whereas HEBER CITY, referred to herein as CLIENT and SUNRISE ENGINEERING, LLC, referred to herein as SE, entered into a WORK RELEASE NO. 2024-2 ("AGREEMENT") on the 28th day of August 2024, and whereas the parties mutually agree to the following modifications:

JUSTIFICATION

The original contract included the design of the nearly 10-acre expansion of Muirfield Park and associated Stream Alteration and U.S. Army Corps of Engineers (USACE) permitting. Where CLIENT desires to dredge the existing pond and divert water from Spring Creek, a Clean Water Act (CWA) 404 Letter of Permission (LOP) Procedure is required. Additionally, USACE is requesting that a stream alteration permit be obtained for the culverts along the drainage ditch adjacent to 600 West. Lastly, CLIENT desires to replace the culvert crossing of Spring Creek along 600 West, which will also require a stream alteration permit.

CWA 404 LOP PROCEDURE

This USACE procedure establishes an abbreviated LOP process for projects involving discharge of dredged or fill material into waters of the United States under CWA Section 404. The purpose is to authorize activities that cannot use a general permit but are expected to have less-than-significant individual or cumulative environmental impacts. Eligibility limits include permanent loss of waters of the U.S. must not exceed 1 acre or streambed loss must not exceed 1,000 linear feet (counts toward the 1-acre cap). The application procedure includes completing the following:

- Application Form 4345
- Aquatic resources delineation
- Site location maps
- Plan and profile views of the proposed work
- Total area affected calculation
- Description of how impacts to waters of the U.S. have been avoided and minimized to the maximum extent practicable

- Description of potential indirect or cumulative impacts to waters of the U.S. and the human environment
- Compensatory mitigation (if proposed)
- Information concerning the practicability of on-site alternatives
- Section 401 Water Quality Certification
- Cultural resources review
- Biological resources review (endangered species)

Portions of the requirements have already been completed, including the aquatic resources delineation, plan and profile views of the proposed work, total area affected calculation, and cultural resources review.

SCOPE OF WORK

SEI shall complete the following:

Phase 002 – Design Services

2. Civil Design

    e. Update Construction Drawings, Contract Documents, and Project Specifications
        - Remove pond improvements and connection to Spring Creek.
        - Include 600 West culvert crossing / replacement.

Phase 003 – Permitting Services

3. 600 West Stream Alteration Permit – prepare and submit a stream alteration permit to include the culvert crossing of Spring Creek and the two culverts in the adjacent drainage ditch. The culverts are associated with the parking area and pedestrian path. The scope of the permitting will follow the scope outlined in the contract for Stream Alteration Permitting (Phase 003 Task 001).

Phase 008 – CWA 404 LOP

1. CWA 404 LOP Procedure – Complete the portions of the application and LOP outlined above. The application will present that while the pond would be converted from wetlands to open water, the park project seeks to protect and enhance wetlands over the 10-acre total park improvement area.

COMPENSATION

The Fee Summaries provided in Article 4 of Work Release No. 2024-2 are modified as follows:

FEE SUMMARY

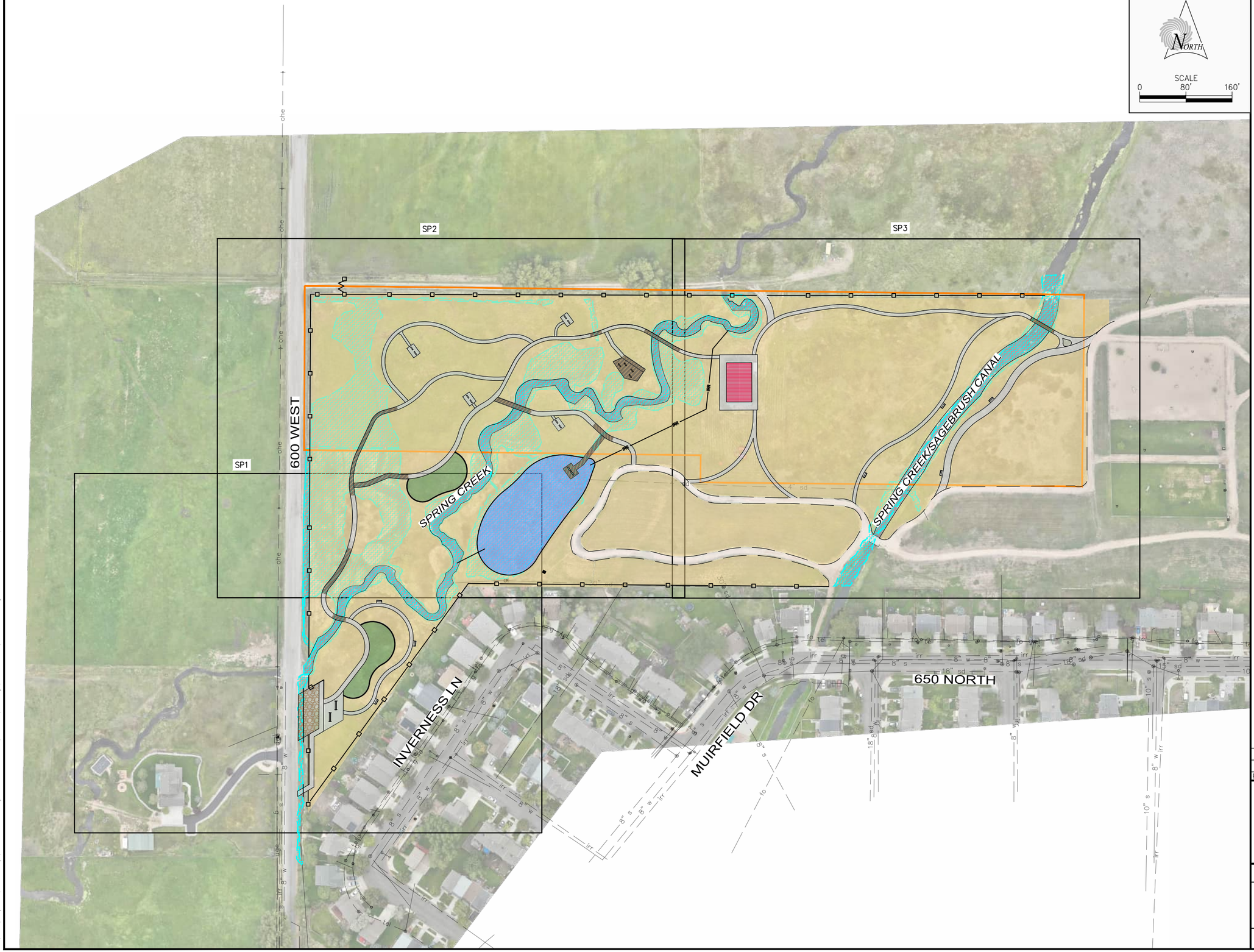
Phase	Task	Work Task Description	Original Contract	Previous Amd	Current Amd	Contract Total	*Fee Type
001		Preliminary Services	$ 24,900	$ -	$ -	$ 24,900	Lump Sum
002		Design Services	$ 59,000	$ 2,500	$ 2,500	$ 64,000	Lump Sum
003		Permitting Services	$ 18,000	$ -	$ 9,500	$ 27,500	Lump Sum
004		Bidding Services	$ 6,800	$ -	$ -	$ 6,800	T&M
005		Construction Services	$ 62,100	$ -	$ -	$ 62,100	T&M
006		Post-Construction Services	$ 2,300	$ -	$ -	$ 2,300	T&M
007		Additional Services					
	001	Pavilion Geotechnical Investigation	$ -	$ -	$ -	$ -	Lump sum
008		CWA 404 LOP	$ -	$ -	$ 15,000	$ 15,000	Budgeted T&M
		Total	$ 173,100	$ 2,500	$ 27,000	$ 202,600	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed; **Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within the amount.

This amendment is subject to the same terms and conditions outlined in the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed, or course to be executed by their duly authorized officials, this Amendment on the dates indicated below:

ENGINEER	CLIENT
SUNRISE ENGINEERING, LLC:	HEBER CITY:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



NORTH

SCALE
0 80' 160'

SITE PLAN NOTES

1. CRUSHED ROCK TRAIL PER B/D1 AND LP SHEETS
2. CRUSHED ROCK SURFACING PER A/D1
3. PREMANUFACTURED BOARDWALK TRAIL PER A/D2
4. PREMANUFACTURED BOARDWALK VIEWING PLATFORM
5. PREMANUFACTURED BOARDWALK POND DOCK
6. STEEL PEDESTRIAN BRIDGE (CITY–FURNISHED)
7. PAVILION (CITY–FURNISHED)
8. BENCH (CITY–FURNISHED) PER B/D3 AND C/D3
9. PICNIC TABLE W/ BENCH (CITY–FURNISHED)
10. TRASH RECEPTACLE (CITY–FURNISHED) PER D/D3
11. SPLIT RAIL FENCE – POST & RAIL PER A/D4
12. SPLIT RAIL FENCE – GATE
13. MADRAX GRIDRAC 18 CAPACITY–BIKE RACK (OAE)

LEGEND

- NATURAL TURF PER LP SHEETS
- LANDSCAPE AREA PER LP SHEETS
- CRUSHED ROCK SURFACING PER LP SHEETS
- GRAVEL PAVEMENT
- BOARDWALK W/ COMPOSITE DECKING
- POND
- PAVILION
- APPROX. WETLAND EXTENTS
- APPROX. CONSERVATION EASEMENT EXTENTS

GENERAL NOTES:

1. CONTRACTOR SHALL RAISE OR LOWER ALL EXISTING IRRIGATION, ELECTRICAL, OR OTHER UTILITY BOXES AS NEEDED TO MATCH ADJUSTED GRADES.
2. CONTRACTOR SHALL MINIMIZE IMPACT WITHIN WETLAND AND CONSERVATION EASEMENT BOUNDARIES.

811 Know what's below. Call before you dig. 1-800-662-4111

REV NO.	COMMENT	DATE

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1180 N MOUNTAIN SPRINGS PKWY
SPRINGVILLE, UTAH 84663
TEL 801.704.5220 | sunrise-eng.com

HEBER CITY

MUIRFIELD PARK EXPANSION

SITE PLAN

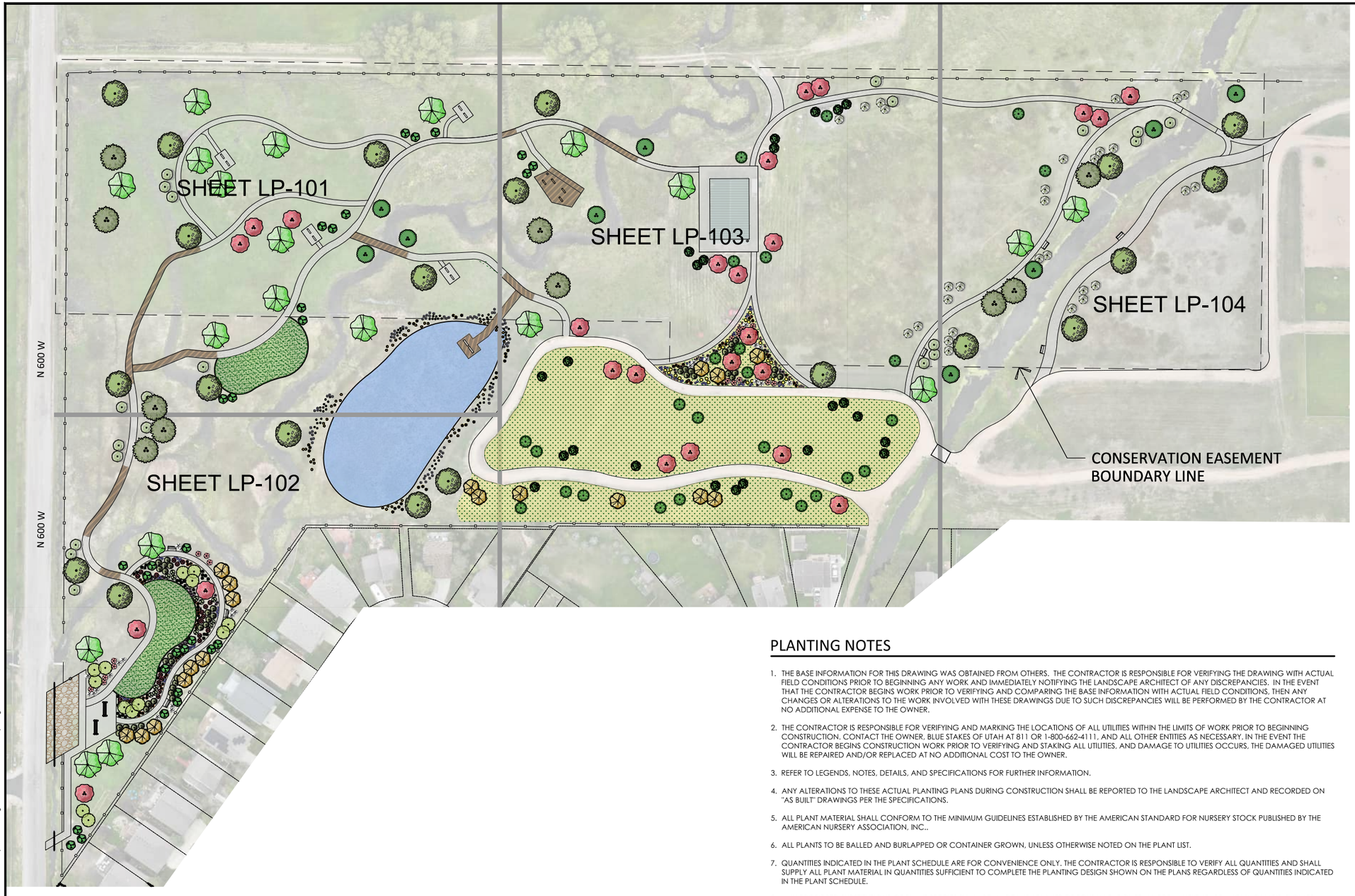
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SPIDX

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FEBRUARY 2026

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SEED MIX NOTES

Dry Meadow Seed Mix (Red Ledges Hydroseed Mix 1)(72,133 SF):

Hard Fescue | Festuca ovina 'duriuscala'	3 lbs/acre
Big Bluegrass | Poa ampla	2 lbs/acre
Blue Wildrye | Elymus glaucus	2 lbs/acre
Slender Wheatgrass | Elymus trachycaulus	5 lbs/acre
Sheep Fescue | Festuca trachyphylla	3 lbs/acre
Mountain Brome | Bromus carinatus	4 lbs/acre
Blue Flax | Linum lewisii	0.5 lbs/acre
Sulphur Flower | Eriogonium umbellatum	0.25 lbs/acre
Beard Tongue | Penstemon strictus	0.5 lbs/acre
Bitter Brush | Purshia tridentate	1 lb/acre
Basin Sagebrush | Artemisia tridentate	0.25 lbs/acre

Wet Meadow Seed Mix(Approximate Square Footage: 32,800 SF):

- Aquatic Sedge | Carex aquatilis
- Nebraska Sedge | Carex nebrascensis
- Tufted Hairgrass | Deschamsia cespitosa
- Spikerush | Eleocharis palustris
- Rocky Mountain Iris | Iris missouriensis
- Prairie Switchgrass | Panicum virgatum
- Tufted Balrush | Scirpus cespitosus

PLANTING NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH AT 811 OR 1-800-662-4111, AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THE CONTRACTOR BEGINS CONSTRUCTION WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
3. REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.
4. ANY ALTERATIONS TO THESE ACTUAL PLANTING PLANS DURING CONSTRUCTION SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT AND RECORDED ON "AS BUILT" DRAWINGS PER THE SPECIFICATIONS.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY ASSOCIATION, INC..
6. ALL PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.
7. QUANTITIES INDICATED IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES AND SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING DESIGN SHOWN ON THE PLANS REGARDLESS OF QUANTITIES INDICATED IN THE PLANT SCHEDULE.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
9. STAKE LOCATIONS OF ALL PROPOSED PLANTING FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF PLANTING.
10. TURF AREAS SHALL RECEIVE 6" OF PLANTING SOIL MIX AND ALL PLANT BEDS SHALL RECEIVE 12" OF PLANTING SOIL MIX AS SPECIFIED. BACKFILL ALL PLANTING PITS WITH PLANTING SOIL MIX.
11. PLANT BEDS AND TREE WELLS TO RECEIVE THREE INCHES (3") OF SOIL PEP AS PER SPECIFICATION.
12. ALL EXISTING TREES TO REMAIN SHALL BE PROPERLY PROTECTED DURING CONSTRUCTION. REFER TO SPECIFICATIONS FOR FURTHER DETAIL.
13. PRUNE TREES IN ACCORDANCE WITH SPECIFICATIONS.
15. PROVIDE DEER FENCING AS NECESSARY TO PROTECT PLANTING DURING ESTABLISHMENT

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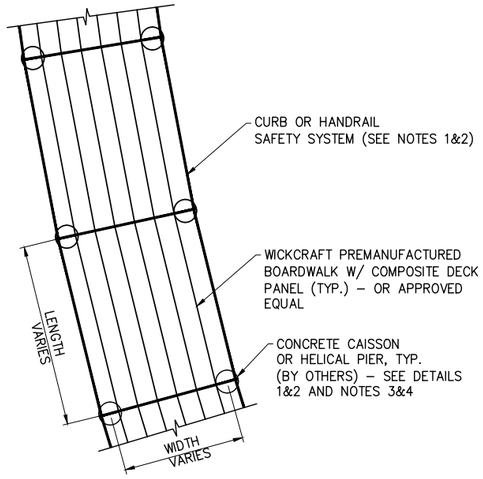
HEBER CITY
MUIRFIELD PARK EXPANSION
OVERALL PLANTING PLAN

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#		ECB	MJW	1 of 15	LP-001

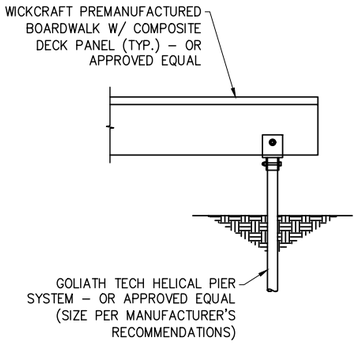
JANUARY 2026

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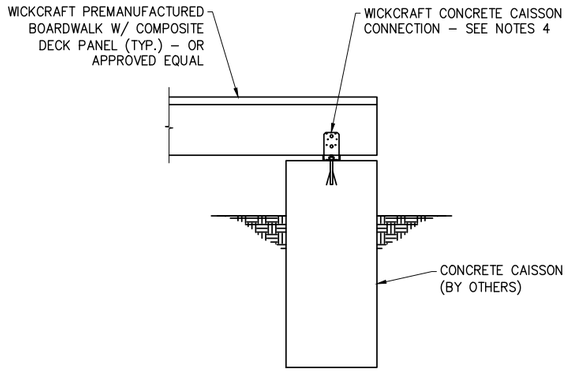
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PLAN VIEW



DETAIL 1



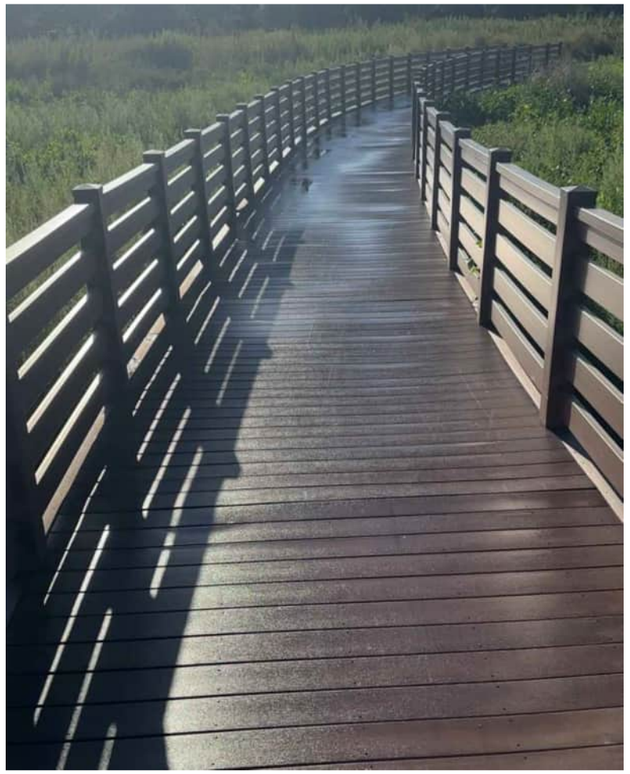
DETAIL 2

A BOARDWALK
NOT TO SCALE

NOTES

1. PROVIDE HANDRAIL AT ALL LOCATIONS WHERE THE VERTICAL DROP FROM THE WALKING SURFACE TO FINISHED GRADE EXCEEDS 30 INCHES.
2. PROVIDE CURB RAIL AT ALL LOCATIONS WHERE THE VERTICAL DROP IS 30 INCHES OR LESS.
3. CONCRETE CAISSON MAYBE REQUIRED IN AREAS WITH POOR SOIL CONDITIONS.
4. IF PROJECT REQUIRES CONCRETE CAISSON CONNECTION, CONTRACTOR SHALL NOTIFY BOARDWALK MANUFACTURER PRIOR TO FABRICATION.
5. REFERENCE IMAGE SHOWN ABOVE IS FOR INTENT ONLY. CONTRACTOR SHALL SUBMIT PROPOSED COLORS, COMPOSITE MATERIAL, SAFETY RAIL SYSTEM, DETAILS, PATTERNS, SHOP DRAWINGS, ETC. TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION AND FABRICATION OF BOARDWALK.
6. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. DEVIATIONS REQUIRED FROM THE BOARDWALK ALIGNMENT SHOWN ON THE PLANS DUE TO FIELD CONDITIONS OR HELICAL PIER INSTALLATION SHALL NOT BE IMPLEMENTED WITHOUT PRIOR WRITTEN REVIEW AND APPROVAL BY THE OWNER AND ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNAUTHORIZED DEVIATIONS FROM THE CONTRACT DOCUMENTS.
7. BOARDWALK CONSTRUCTION IS REQUIRED ONLY WITHIN WETLAND AREAS AND AT CREEK CROSSINGS AS SHOWN ON THE PLANS. BOARDWALK IS NOT REQUIRED OUTSIDE OF THESE AREAS UNLESS OTHERWISE DIRECTED IN WRITING BY THE OWNER OR ENGINEER.
8. CREEK CROSSINGS MAY REQUIRE INCREASED SPAN LENGTHS AND/OR ADDITIONAL STRUCTURAL SUPPORT. CONTRACTOR SHALL VERIFY CROSSING CONDITIONS AND NOTIFY BOARDWALK MANUFACTURER PRIOR TO FABRICATION.
9. ALL WORK SHOULD BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOARDWALK AND HELICAL PIER MANUFACTURER'S SPECIFICATION.





BOARDWALK - REFERENCE IMAGES

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HEBER CITY

MUIRFIELD PARK EXPANSION

DETAILS

SEI NO.	DESIGNED	DRAWN	CHECKED	SHEET NO.	
S10677	KRM	KRM	TCT	42 of 44	D2

FEBRUARY 2026

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Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: Gary Bush Property Clean Up Extension Request
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Mr. Bush is seeking an extension of time to finish cleaning up his property. The Annexation agreement deadline was on July 30, 2026. Mr. Bush references unforeseen circumstances that have extended the build time on his new building, but has made some progressing in removing a building and has started to move the materials inside the new building. The extension would be until November 30th for the materials, and demolition of the last building when power to the new building can be established.

RECOMMENDATION

Staff is recommending the Council grant an extension of November 30th, with or without the demolition of the SE shed, to Mr. Bush to finish cleaning up the property.

BACKGROUND

Mr. Bush annexed his property into Heber City in the fall of 2025. During the annexation process, the City became aware of outstanding code enforcement issues in the county regarding multiple small buildings (sheds) that were not permitted, and an accumulation of old building materials on the property, that was to be removed. As part of the Annexation agreement, Mr. Bush was allowed to build a barn/shop in which he will then store the materials he intends to keep, and then demolish the buildings, cleaning up the property. At the time, the request was to have a timeline of July 30, 2026. A cash bond of $30,000 was posted by Mr. Bush to ensure compliance.

Since the annexation, Mr. Bush has not been able to complete the said building on time due to items deemed outside his control and in his initial time estimate for the construction.

1. Unknown irrigation line relocation. This irrigation line was pressurized prior to being ready and flooded into the foundation of the building.
2. Electrical service issues with Heber Light and Power.

DISCUSSION

Irrigation Line
There is an irrigation line running through the property where the proposed building was. Mr. Bush indicates that he was not aware of the buried line until he was excavating as the line was not marked by blue stakes and was not on the CUWCD plans. CUWCD indicates that the line is a shared private line, serving the properties along the private drive, including Mr. Bush and his neighbors. A temporary line was placed above ground to maintain service, but needed 24 hrs to dry. The line was pressurized by others prior to it being dry, causing the flooding. This happened a couple of times, causing the foundation prep to be done multiple time and adding a 2 week delay. The line has been relocated under ground and is functioning. See flooding photos in attachments.

Electrical Issues
Per the Heber Light and Power Charter, they are the service provider in the City Boundaries. This area has historically been a Rocky Mountain Power area. Heber Light and Power does have to acquire some of the facilities in this area in order to provide power to Mr. Bush, which will delay the Four Way and Final inspections on the building. Staff spoke with HLP and their staff has indicated that this is being worked on, but it is unlikely that it will be resolved before the end of the year.

Mr. Bush currently has power in the small shed on the SE corner of the property that is slated to be demolished per the agreement. Mr. Bush is requesting to leave the building until such time as the new power connection is complete so that he can maintain power on the property.

Current Status
Despite the setbacks, Mr. Bush has already demoed the old barn on the NE corner of the property and has began moving materials into the new building. See attached photos. It is likely that by the Council meeting, most of the materials will be in the building. Staff will do a follow up visit the day of the meeting to provide an update on the progress.

In addition to the existing materials, there are materials stored on site that are part of the active building permit to complete the building. Those materials would not be part of this discussion.

Options
The Council has the following options.

1. Deny the extension. This will result in staff using the bond money to remove the materials not stored in the building and the demolition of the remaining building. Staff will have to oversee this and get a time frame on when the independent contractor can do the work. Outside of the Shed and Electrical issue, it is likely that Mr. Bush will have the the property cleaned up by the time the City can get the contractor to do so.
2. Grant the extension as requested. This will allow Mr. Bush time to finish cleaning up the materials until November 30th, and then the demolition of the SE shed when power is established at the new building.
3. Grant an extension requiring all items be resolved by November 30th.

FISCAL IMPACT

The City has a $30,000 cash bond to pay for the clean up if required. If the extension is granted, the bond would be released back to Mr. Bush upon completion of the work. no public funds would be expended other than staff time to oversee the work and or bond contract.

CONCLUSION

Mr. Bush is seeking an extension of time to finish cleaning up his property. The Annexation agreement deadline was on July 30, 2026. Mr. Bush references unforeseen circumstances that have extended the build time on his new building, but has made some progress in removing a building and has started to move the materials inside the new building. The extension would be until November 30th for the materials, and demolition of the last building when power to the new building can be established. Given the extenuating circumstances and how close Mr. Bush is to finishing the clean up, staff is recommending the Council grant an extension to November 30th, with or without the demolition of the SE shed that contains power.

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 extension of the clean up to Noverber 30th with the following direction on the SE shed...

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Flooding Pictures
2. Current Conditions Photos






















UT 5607 WB
Sunfish


weather guard
FUEL
SIERRA ELT
F52 3YT

Heber City Council Staff Report

MEETING DATE:	11/3/2026
SUBJECT:	Interlocal Agreement Governing the Use of the Wasatch County Justice Court by Heber City
RESPONSIBLE:	Matt Brower, Parker Sever, Jeremy Cook
DEPARTMENT:	Administrative
STRATEGIC RELEVANCE:	Necessary Administrative Item

SUMMARY

On September 15, 2026, the Heber City Council authorized staff to draft an Interlocal Agreement for the purpose of consolidating Heber City Justice Court with Wasatch County's Justice Court. This direction was given after a meeting with the Utah Association of Courts (UAOC), Wasatch County signaling their interest in justice court consolidation, and Judge Randy Birch not seeking retention in the upcoming November general election. The Utah Judicial Council voted on September 21, 2026 to approve the territorial expansion of the Wasatch County Justice Court to include cases originating within Heber City as of January 4, 2027, provided the two parties finalize an interlocal agreement beforehand.

RECOMMENDATION

Approve the Interlocal Agreement Governing the Use of the Wasatch County Justice Court by Heber City and authorize the City Manager and City Attorney to make non-substitutive changes as approved by the Wasatch County Council—whose approval is likely to take place after Heber City's approval.

BACKGROUND

Utah's justice court system predates the invention of the automobile, telephone, and internet. Unlike the unified state court branch, these courts are established independently by individual counties and municipalities. Across the state, the total number of justice courts has consolidated over time, dropping from a historic high of 180 down to 104 active courts. For example, St. George partners with Washington County to operate their justice court and Parowan does the same with Iron County.

Justice courts are responsible for handling Class B and C misdemeanors, ordinance violations, traffic infractions, and small claims disputes. Both local jurisdictions have deep historical roots tied to their founding. The Wasatch County Justice Court was established in 1862 alongside the initial creation of the county. Heber City Justice Court traces its origins back to the area's early settlement and eventual incorporation as a town in 1889.

Court Facilities Overview

Wasatch County: Wasatch County recently completed a courts expansion project totaling $23 million, designed to modernize and secure the Wasatch County Justice Center located in Heber City. The project consisted of 20,000 square feet of new construction and remodeling 12,000 square feet of existing building space. This brought the total campus facility footprint to over 65,000 square feet. Their Justice Court has its own office space and courtroom. The court is open 5 days a week, with court taking place on Wednesdays. The court's judicial operations are led by Judge Brook Sessions, who presides over the bench. The court operates with a core staff of 3 and one prosecutor.

Heber City: In 2016, Heber City constructed a new 24,800 square-foot public safety building which included a clerk's office and courtroom. The court is open 5 days per week with court taking place on Thursdays—in-person court is held once per month and virtually three times per month. The court's judicial operations are led by Judge Randy B. Birch, who presides over the bench. The court currently operates with a core staff of 2 and one prosecutor (Note: Previous fiscal years included a part-time position which was not included in the current fiscal year budget. It's expected this position would have to be added to the current fiscal year budget if consolidation does not take place).

Total Court Cases (Calendar Year 2025)
Total justice court cases for Wasatch County in 2025 was 3,644; whereas Heber City had 2,243 cases. The comparative summary table below highlights charges by category for each court for calendar year 2025. For more information on 2025 court dispositions by category for the Wasatch County and Heber Justice Courts, please refer to the attachment entitled 2025 Court Dispositions.

DISCUSSION

Consolidating the local justice courts requires two steps: 1) formal approval from the Utah Judicial Council, which was given on September 21, 2026, and 2) the execution of a negotiated interlocal agreement between Heber City and Wasatch County. It's also important to note, that under Utah state guidelines, the Administrative Office of the Courts (AOC) handles administrative support for such structural transitions, ensuring the final interlocal agreement complies fully with state judicial rules.

Key terms of the proposed interlocal agreement are outlined below:
Effective Date: January 4, 2027 would serve as the date for commencement of the consolidated court.

Jurisdiction: Wasatch County Justice Court would handle all criminal actions, including

- Infractions; and
- Class B and C misdemeanors, as defined by Utah Code § 76-3-104; and
- Violations of Heber City ordinances; and
- Small claims as provided under Utah Code § 78A-7-106(4); and
- Other violations that are within the territorial and subject matter jurisdiction of the Wasatch County Justice Court.

Duration: The Agreement's initial terms is for five (5) years and automatically extends for five (5) years, unless notification is given 180 days prior.

Fines: All fines and forfeitures collected by the Wasatch County Justice Court in relation to matters filed by the City shall be remitted to the County Treasurer. The security surcharge established by

Utah Code § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

Costs: All costs to operate the justice court are to be paid by the County—including salary and benefit costs, all administration costs, physical facilities, etc.

Prosecution: County agrees to prosecute the cases filed by the City. The City agrees and authorizes the County to prosecute any and all cases filed in the Wasatch County Justice Court by the City and authorizes the County to prosecute and handle City cases in a manner consistent with how the County handles and prosecutes County cases.

Record Review: The County shall provide the City with quarterly reports summarizing the number and types of cases handled, including any fines or fees collected by the County. Additionally, the City shall have the right to review County Justice Court records on an annual basis.

Court Transition: The County and City are to work cooperatively to ensure the orderly and timely transition of Heber City Justice Court services to the Wasatch County Justice Court. The County and City agree to collaborate in good faith to facilitate the transfer of eligible Heber City Justice Court personnel to employment within the Wasatch County Justice Court system. The City has expressed its expectation to the County about hiring both Heber court clerks. County policy requires all staff to go through formal recruitment, which includes application and interviews. Accrual balance payout to be worked out by both parties.

Judicial Vacancy: In the event of a vacancy in the justice court judge position, the County agrees to allow representation of two (2) city selected representatives (Heber City Mayor and Council designee); however, if AOC allows only one representative, that representative will be Heber City Mayor.

The Wasatch County court clerk has confirmed they are fully capable of resolving all administrative and structural logistics to meet a January 4, 2026, consolidation deadline.

Wasatch County has also submitted a letter, included as an exhibit, communicating their interest in exploring an interlocal agreement.

FISCAL IMPACT

Total direct court costs included in the FY '27 budget sum to: $398,956.00. If consolidation does not take place, a part-time staff would have to be added to the clerk's office at an annual estimated cost of $40,000. This brings total annual court costs to approximately $440,000 for FY '27.

Net court revenue in FY '26 was $443,680.74.

The difference between direct budgeted court costs in FY '27 and net revenue in FY '26 is approximately $3,680.74 ($443,680.74 - $440,000 = $3,680.74).

This financial analysis is based on the assumption that Wasatch County will absorb Heber City's two full-time court clerks, while eliminating the city's need to hire or fund a new judge. Additionally, it

assumes the current Heber City Prosecutor will remain on the city payroll and be reassigned to handle other municipal matters. It further assumes all bailiff duties to be assumed by Wasatch County.

CONCLUSION

Heber City Justice Court Judge Randy Birch did not seek retention in the upcoming November general election. Because his current term concludes on December 31, 2026, the Hener City Council authorized staff to draft and negotiate an interlocal agreement with Wasatch County. The interlocal agreement is ready for council's consideration.

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: Matt Brower, City Manager

EXHIBITS

1. Justice Court Consolidation Letter - Wasatch County
2. Reviewing Options for the Heber Justice Court Ppt Presentation
3. 2025 Charge Dispositions
4. Justice Court Consolidation Term Sheet - WC edit
5. Wasatch Heber Justice Court Interlocal - 4922-7171-4524 - 1 (002) (003)

WASATCH COUNTY
MANAGER'S OFFICE

Wednesday, September 9, 2026

Heber City Council
75 North Main Street
Heber City, UT 84032

Dear Members of the Heber City Council,

On behalf of Wasatch County, I am writing to express our interest in exploring the consolidation of our respective justice courts. Jurisdictions serving many of the same constituents, the County and Heber City stand to gain from a combined court structure that might better serve our residents.

We believe consolidation presents a meaningful opportunity to improve the quality and consistency of service to the public while achieving operational efficiencies for both entities.

We would welcome the opportunity to discuss this further with you and your staff at your earliest convenience, and to begin evaluating what a consolidated court model could look like for our organizations.

Respectfully,

Dustin Grabau
Wasatch County Manager

UTAH STATE COURTS



Reviewing Options for the Heber Justice Court

Presentation to the Heber City Council
September 2, 2026

1

UTAH STATE COURTS



Options

- Dissolve the Court
- Partner with Wasatch County
- Continue Operating the Court

2

UTAH STATE COURTS



Dissolving the Court

- Heber to provide notice to the Judicial Council by July 1 at least two years prior to the effective date of the dissolution (78A-7-123(2)(b)).
- Upon request from a municipality or county seeking to dissolve a justice court, the Judicial Council may shorten the time required between the city's or county's notice of intent to dissolve a justice court and the effective date of the dissolution (78A-7-123(5)).
- Once dissolved, it's unlikely Heber would ever get to create another justice court.

3

UTAH STATE COURTS

Partnering with a Neighboring Jurisdiction

- Like St. George does with Washington County, and Parowan does with Iron County, Heber could contract with Wasatch County for justice court services
- Judicial Council approval required
- Upon termination of the interlocal agreement, and with Judicial Council approval, Heber could resume the operation of its own court

4

UTAH STATE COURTS

Continue Operating the Court

- AOC (and Heber) Advertise the Vacancy (30 days)
- AOC and Heber Form the Nominating Commission (~45 days)
- Nominating Commission Reviews Applications and Conducts Interviews of Potential Nominees (45 days)
- Public Comment Period (10 days)
- Mayor Franco Selects Finalist (30 days)
- City Council ratifies the Mayor's Decision (30 days)
- AOC Provides New Judge Orientation
- Judicial Council Certifies New Judge

5

UTAH STATE COURTS

Advertising the Vacancy

- Required by 78A-7-202(3) to announce a judicial vacancy:

• as an employment opportunity on the Utah Courts' website;	AOC
• in an email to the members of the Utah State Bar; and	AOC
• as a class A notice under Section 63G-30-102, for at least 30 days	Heber
• May also be advertised "through other appropriate means"	
• Email to Justice Court Bench	AOC
• Word of Mouth	Heber

6

UTAH STATE COURTS



The Nominating Commission

- Pursuant to 78A-7-202(2), membership includes:
  - one member appointed by the county
  - one member appointed by the municipalities (COG)
  - one member appointed by the county bar association; and
  - two members appointed by the governing authority of the jurisdiction where the judicial office is located.
- The Nominating Commission meets at least twice:
  - Once to review applications
  - Then again to interview candidates
  - May meet a third time if negative comments are received during the public comment period

7

UTAH STATE COURTS



Local Selection and Certification

- Mayor has 30 days to make a selection
- City Council has 30 days to ratify the decision
- AOC notified in writing
- New Judge Orientation
- Judicial Council certifies Lehi's selection
- Judge takes the oath of office
- Judge can start hearing cases

8

UTAH STATE COURTS



Questions?

Jim Peters
Justice Court Administrator
jamesp@utcourts.gov
(801) 578-3824

9

2025 CHARGE DISPOSITIONS
HEBER CITY COMPARED TO WASATCH COUNTY

Charge Category	Charges Filed		Bail Forfeit		Guilty Plea		Acquitted		Convicted		Dismissed		Transferred		Warrants of Arrest		Total Dispositions		Dismissal Share of Dispositions		Disposition-to-Filing Ratio	
	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC	HC	WC
Driving Under the Influence	32	50	0	0	5	29	0	0	0	0	15	23	1	0	23	13	21	52	71.4%	44.2%	65.6%	104.0%
Impaired Driving DUI Reduced	43	29	0	0	54	28	0	0	0	0	0	0	0	0	14	3	54	28	0.0%	0.0%	125.6%	96.6%
Drivers License Violations	721	590	57	344	536	170	0	0	0	3	95	116	1	0	138	78	689	633	13.8%	18.3%	95.6%	107.3%
Moving Violations	1003	2171	500	1568	235	223	0	0	0	2	181	346	0	0	85	186	916	2139	19.8%	16.2%	91.3%	98.5%
Non-Moving Violations	928	931	413	545	242	114	0	0	0	3	245	344	0	0	133	75	900	1006	27.2%	34.2%	97.0%	108.1%
Parking Tickets	71	9	66	3	2	1	0	0	0	0	3	6	0	0	133	0	71	10	4.2%	60.0%	100.0%	111.1%
Failure to Appear Informations - Traffic	0	0	0	0	0	0	0	0	0	0	11	0	0	0	0	0	11	0	100.0%	0.0%	0.0%	0.0%
Assault - Misdemeanor	17	17	0	0	15	0	0	0	0	0	19	21	0	2	4	3	34	23	55.9%	91.3%	200.0%	135.3%
Theft - Misdemeanor	56	3	0	0	10	1	0	0	0	0	37	0	0	0	9	2	47	1	78.7%	0.0%	83.9%	33.3%
Failure to Appear Informations - Misdemeanor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	0.0%
Public Intoxication - Misdemeanor	13	4	0	0	10	1	0	0	0	0	14	8	0	1	8	0	24	10	58.3%	80.0%	184.6%	250.0%
Illegal Sale-Alcohol - Misdemeanor	2	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	1	1	0.0%	100.0%	50.0%	0.0%
including Open Container - Misdemeanor	18	23	0	0	9	2	0	0	0	0	9	32	0	0	5	5	18	34	50.0%	94.1%	100.0%	147.8%
Controlled Substances/ Narcotics - Misdemeanor	77	61	0	2	38	14	0	0	0	0	36	61	1	0	36	19	75	77	48.0%	79.2%	97.4%	126.2%
Bad Checks - Misdemeanor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	0.0%
Domestic Animal Ordinances - Misdemeanor	65	73	38	25	9	6	0	0	0	0	27	42	0	0	12	6	74	73	36.5%	57.5%	113.8%	100.0%
Wildlife Resources - Misdemeanor	0	242	0	98	0	13	0	0	0	0	1	70	0	0	0	15	1	181	100.0%	38.7%	0.0%	74.8%
Parks Recreation - Misdemeanor	0	54	0	47	0	3	0	0	0	0	0	9	0	0	0	11	0	59	0.0%	15.3%	0.0%	109.3%
Planning/ Zoning/ Fire or Health - Misdemeanor	4	1	1	0	0	0	0	0	0	1	0	2	0	0	3	0	1	3	0.0%	66.7%	25.0%	300.0%
Domestic Violence - Misdemeanor	66	51	0	0	17	8	0	0	0	0	72	27	0	0	29	0	89	35	80.9%	77.1%	134.8%	68.6%
Other Misdemeanors/ Infractions	131	439	12	238	32	92	0	1	0	1	72	129	0	0	29	48	116	461	62.1%	28.0%	88.5%	105.0%

TERM SHEET
Heber City Justice Court Consolidation with Wasatch County Justice Court
Date: 9/21/26

Executive Summary

This Term Sheet addresses operational and legal consolidation of the Heber City Justice Court with the Wasatch County Justice Court. Governed by the Utah Interlocal Cooperation Act (Utah Code § 11-13), this proposed initiative aims to unify local judicial infrastructure into a centralized county-wide system. By moving court operations entirely to the Wasatch County Justice Center, both entities can eliminate redundant administrative overhead, streamline public services, and maximize cost efficiencies.

Key Strategic Considerations

Term Sheet Section	Core Provisions & Framework Details
Parties & Authority	• Heber City Corporation (City) and Wasatch County (County). • Governed by the Utah Interlocal Cooperation Act. • Requires approval from the Utah Judicial Council (UJC) and Administrative Office of the Courts (AOC). •Parties will work cooperatively to acquire UJC and AOC approval.
Effective Date	• Target deadline for full operational consolidation is January 4, 2027.
Jurisdiction & Venue	• County Justice Court absorbs all City class B/C misdemeanors, infractions, small claims, and municipal ordinance violations. • All operations centralized at the Wasatch County Justice Center (1364 US-40, Heber City, UT).
Judicial, Staffing & Facility	• County shall provide Judge, Prosecuting Attorney, Public Defender, Victims Advocate, Court Clerks, Bailiff and other court personnel as needed. • County will create two new court clerk positions on or before January 1, 2027, for which Heber City clerks will be eligible to apply. ~~assume employment of City court clerks (two FT equivalents) on or before January 1, 2027. Details of employee transfers to County will be addressed by parties--intent is for County to assume employment of Heber's two (2) court clerks at salaries equal to or greater than what is currently paid.~~ • County will provide for facility, facility upkeep, software, computers, and all items necessary to run a judicial court.

	• City and County will work cooperatively and in good faith to facilitate a smooth transition of City judicial court operations with the County, including public noticing and outreach.
Cost Sharing	• Costs for Wasatch County Justice Court administration, including salaries of the Judges, Clerks and other staff, and the physical facilities for the Wasatch County Justice Court are paid by the County. County shall continue to pay said expenses with no cost to City.
Revenue Allocation	• All fines and forfeitures collected by the Wasatch County Justice Court in relation to matters filed by City in such court shall be remitted as follows: (1) 25% to the City Treasurer and (2) 75% to the County Treasurer. All sums due to City shall be remitted to the City Treasurer on a quarterly basis by the County Treasurer. • The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.
Indigent Defendant & Interpreters	• County shall maintain a system of providing for and funding of indigent defense counsel where requested and warranted. • County to provide for court interpreters.
Term & Termination	• Initial Term: Five (5) years with automatic annual renewals. • Termination**:** Requires at least 180 days' written notice prior to the end of any calendar year to both the other party and the Utah Judicial Council. • All renewals shall be under the same terms and conditions of this Agreement.
Records Review	• City shall have the right to review the records of the Wasatch County Justice Court ~~at any reasonable time and interval~~ annually and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the reporting of the amounts collected by the Wasatch County Justice Court and with respect to the disclosure of information in the Wasatch County Justice Court records for review or auditing purposes. • County shall provide City with quarterly reports summarizing the number and types of cases handled, including any fines or fees collected on behalf of the City.
Prosecution & Records	• City agrees and authorizes County to prosecute all cases filed in the Wasatch County Justice court by City. • County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make all prosecutorial decisions. • All active cases, warrants, and historical files will be digitally migrated to the County's tracking systems.
Dispute Resolution	• Disputes arising under this agreement shall first be addressed through good-faith negotiations. If dispute cannot be resolved within 30 days, the

Commented [DG1]: Cost sharing should be either no cost to the city and no fees to the city, or shared costs and shared fees.

Commented [DG2]: In the event of shared fees, the calculation would need to be on the portion of fees generated by city matters that exceed the cost of providing those services. I can't share 25% of fees if that would create a deficit.

	parties may pursue mediation or other legal remedies as provided by Utah law.
Vacancy of Judge	•In the event of a vacancy in the justice court judge position, the County agrees to allow representation of two (2) city selected representative (Heber City Mayor and Council designee; however, if AOC allows only one representative, that representative to be Heber City Mayor) to sit on the nominating committee, consistent with the hiring policies of the UJC/AOC.
Interlocal Cooperation Act	•The agreement between Heber City and Wasatch County will be governed by an Interlocal Agreement as permitted by Utah statute. •The interlocal agreement is to be authorized by the legislative body of each jurisdiction by resolution. •City and County agree that the interlocal shall be governed by the laws of the State of Utah.
Liability & Identification	•City and County shall be responsible for its own acts and omissions and those of its officers, employees, and agents in connection with this agreement. •The County shall indemnify and hold harmless the City from any claims, damages, or liabilities arising from the County's negligence or willful misconduct in performing judicial services under this agreement. •The City shall indemnify and hold harmless the county from any claims, damages, or liabilities arising from the County negligence or willful misconduct in connection with this agreement. •City and County shall maintain general liability insurance in an amount sufficient to cover its obligations under this interlocal agreement, consistent with Utah law. •Upon request, each party shall provide proof of such insurance to the other Party.

Next Steps and Action Items

After City and County agree to terms contained within this term sheet, staff will seek conceptual consensus from both governing bodies. A definitive Interlocal Agreement will then be drafted for formal ratification, targeting a full transition completion date of January 4, 2027.

INTERLOCAL AGREEMENT GOVERNING THE USE OF THE WASATCH COUNTY JUSTICE COURT BY HEBER CITY

THIS AGREEMENT is made and entered into between WASATCH COUNTY (hereinafter "County"), a political subdivision of the State of Utah and HEBER CITY (hereinafter "City"), a Utah municipal corporation, (together referred to as the "Parties").

WHEREAS, Title 11 Chapter 13, Utah Code Annotated, 1953, as amended (the "Interlocal Cooperation Act") provides for interlocal cooperation between local governmental units; and

WHEREAS, the territorial jurisdiction of a county justice court extends to the limits of the precinct for which the justice court is created and includes all municipalities within the precinct, other than a municipality where a municipal justice court exists; and

WHEREAS, County and City desire to make the most efficient use of the currently established Wasatch County Justice Court by cooperating on a basis of mutual advantage in the use of such court; and

WHEREAS, to promote efficient administration of justice and public safety, City wishes to suspend the City's justice court operation and contract with County for County to provide justice court services for City; and

WHEREAS, County has determined that it is in the best interest of County to enter into this Agreement, is empowered by the Interlocal Cooperation Act to enter into this Agreement, and has approved, by the Wasatch County Council, to enter this Agreement; and

WHEREAS, City has determined that it is in the best interest of City to enter into this Agreement, are empowered by the Interlocal Cooperation Act to enter into this Agreement, and has approved, by its City Council to enter this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Jurisdiction. Beginning on January 4, 2027, City is hereby authorized and required by law to file with the Wasatch County Justice Court any and all criminal actions which may be prosecuted by City for violation of, and not limited to:

- Infractions; and
- Class B and C misdemeanors, as defined by Utah Code § 76-3-104; and
- Violations of Heber City ordinances; and
- Small claims as provided under Utah Code § 78A-7-106(4); and
- Other violations that are within the territorial and subject matter jurisdiction of the Wasatch County Justice Court.

2. Duration. This Agreement shall be for a term of five (5) years beginning on January 1, 2027 (the "Initial Term"). This Agreement shall automatically extend for a term of five (5) years

unless 180 days prior to the end of the Initial Term written notice is given by either Party to terminate this Agreement. The renewal shall be under the same terms and conditions of this Agreement, provided, however that the parties may agree to amend the amounts paid to County for services rendered.

3. Fines. All fines and forfeitures collected by the Wasatch County Justice Court in relation to
matters filed by City in such court shall be remitted to the County Treasurer. The security surcharge established by Utah Code § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

4. Costs. City recognizes that the cost of the Wasatch County Justice Court administration, including salaries of the judges, clerks, bailiffs and other staff, computer systems and software necessary for Court administration, and the physical facilities for the Wasatch County Justice Court is paid by the County. County shall continue to pay said expenses with no cost to City. County shall pay all witness and court interpreter fees associated with the cases filed by City into the Wasatch County Justice Court.

5. Prosecution. County agrees to prosecute the cases filed by City without further remuneration under the terms and conditions contained herein. City agrees and authorizes County to prosecute any and all cases filed in the Wasatch County Justice Court by City. County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make any and all prosecutorial decisions. All active cases, warrants, and historical files will be digitally migrated to the County's tracking systems.

6. Defense Counsel. County shall maintain a system of providing for defense counsel where required by law, including indigent defense counsel, where requested and warranted, and County shall be responsible for all costs associated with providing such defense counsel.

7. Record Review. City shall have the right to review the records of the Wasatch County Justice Court on an annual basis and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the reporting of the amounts collected by the Wasatch County Justice Court and with respect to the disclosure of information in the Wasatch County Justice Court records for review or auditing purposes. County shall provide City with quarterly reports summarizing the number and types of cases handled, including any fines or fees collected by the County.

8. UJC and AOC Approvals. The parties recognize that on September 21, 2026, the Utah Judicial Council (UJC) voted to approve the territorial expansion of the Wasatch County Justice Court to include cases originating within Heber City as of January 4, 2027.

9. Court Transition: County and City shall work cooperatively to ensure the orderly and timely transition of Heber City Justice Court services to the Wasatch County Justice Court. Furthermore, the County and City agree to collaborate in good faith to facilitate the transfer of

eligible Heber City Justice Court personnel to employment within the Wasatch County Justice Court system.

10. Applicable Law. County and City agree that this Agreement shall be governed by the laws of the State of Utah.

11. Liability and Indemnification. City and County are governmental entities under the "Governmental Immunity Act of Utah" (Utah Code § 63G-7-101, *et seq*.) (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. Subject to the foregoing, the County shall indemnify and hold harmless the City from any claims, damages, or liabilities arising from the County's negligence or willful misconduct in performing judicial services under this Agreement, and the City shall indemnify and hold harmless the county from any claims, damages, or liabilities arising from the City's negligence or willful misconduct in connection with this Agreement.

12. Insurance. City and County shall maintain general liability insurance in an amount sufficient to cover its obligations under this interlocal agreement, consistent with Utah law. Upon request, each party shall provide proof of such insurance to the other Party.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

14. Dispute Resolution. Disputes arising under this agreement shall first be addressed through good-faith negotiations. If dispute cannot be resolved within 30 days, the parties may pursue mediation or other legal remedies as provided by Utah law.

15. Judicial Vacancy. In the event of a vacancy in the justice court judge position, the County agrees to allow representation of two (2) city selected representative (Heber City Mayor and Council designee; however, if AOC allows only one representative, that representative to be Heber City Mayor) to sit on the nominating committee, consistent with the hiring policies of the UJC/AOC.

16. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code § 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each

Party pursuant to and in accordance with the provisions of Utah Code § 11-13-202.5(3);

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209;

d) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Wasatch County upon termination of this Agreement.

e) The joint cooperative undertaking shall be administered by the Wasatch County Manager under direction of the Wasatch County Council.

f) No separate legal entity is created by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day last executed below.

DATED this _____ day of _____, 2026.

WASATCH COUNTY

By: _____

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____-
County Attorney

DATED this _____ day of _____, 2026.

HEBER CITY

By: _____
Heidi Franco, Mayor

ATTEST:

By: _____
Deputy City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: Revised IT Agreement with Executech
RESPONSIBLE: J. Mark Smedley
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Heber City currently employs one FT IT Manager and has been under contract with Executech as the City's MSP (Managed Service Provider) to support Heber Employees, and the IT Department with tasks. The City's current contract with Executech is limited in scope of work and hours. Based on the current resource needs of the IT Department and end-user support needs, the City requires more assistance in supporting City end users (staff), completing larger and more complex projects promptly, and adding more support hours and cybersecurity resources with Executech. This Agreement will enable Executech to assist more fully in completing these tasks and projects, with improved support services and time.

Staff is proposing to enter into the Executech Modern Technology Partnership Agreement as an emergency procurement due to the City's recent cyber incident. Both the Utah Procurement Code and the City's Procurement Policy authorize emergency procurements when necessary to address imminent threats to critical operations or the continued delivery of essential government services. *See* Utah Code § 63G-6a-803 and Heber City Code § 3.14.060(C). Specifically, Heber City Code § 3.14.060(C) states: "Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The city manager or mayor shall notify the city council of any emergency contract which would have normally required their approval at the next regularly scheduled city council meeting."

City legal counsel is also proposing amendments to Section 3.14.060(C) to provide additional clarity regarding emergency procurements related to cybersecurity and operational threats.

The proposed agreement provides enhanced cybersecurity protections, monitoring, employee support, and technology management intended to address current vulnerabilities and strengthen the City's overall security posture. Delaying implementation to complete a traditional competitive procurement process would prolong the City's exposure to identified cybersecurity risks.

Staff recommends a temporary, twelve-month term to allow for emergency implementation, testing, and stabilization of the City's enhanced cybersecurity environment. Following completion of this effort, staff intends to procure ongoing IT services through a competitive process consistent with City procurement requirements.

RECOMMENDATION

Staff recommends approval of the Executech Modern Technology Partnership Agreement.

The Agreement provides immediate access to comprehensive cybersecurity protections, improved employee support, strategic planning, and continuous system monitoring. Delaying implementation through a competitive bidding process would extend the City's exposure to cyber threats for an estimated three months and postpone the deployment of critical security and infrastructure improvements.

Approval of the Agreement will:

- Strengthen protection of City systems and sensitive data
- Reduce system downtime and increase employee efficiency
- Support compliance obligations across all departments
- Modernize the City's IT environment and future-proof its infrastructure
- Provide cost-effective access to expert cybersecurity personnel

For these reasons, Staff respectfully urges the Council to approve the Agreement without delay.

BACKGROUND

Heber City has contracted with Executech for over 10 years as its primary IT support provider. The current Agreement costs approximately $6,414 per month, with actual average monthly costs over the past ten months ranging from $6,725 to $7,400. The contract includes 30 service hours per week, with any excess hours billed at $150 per hour. The current annual cost is approximately $88,800.

The proposed new Executech Agreement totals $14,500 per month, or $174,000 annually. Of this amount, $30,000 funds Virtual Chief Information Security Officer (VCISO) services. The increase reflects a shift from a limited, hourly-based support model to a fully managed IT and cybersecurity structure designed to address modern operational needs and emerging threats.

Normally, a formal procurement negotiation process for such an expansive agreement would have the City go through a 45 to 60-day minimum, time the City does not have presently, under the current circumstances related to the recent cyber event.

Summary of Additional Services in the Modern Technology Partnership Agreement and Findings in Support of a Temporary Emergency Procurement with Executech

The new Agreement provides a comprehensive suite of IT, security, monitoring, training, and lifecycle management services not included in the current contract, including:

- **Unlimited 24/7/365 service desk support** for all employees
- **Senior engineering escalation and on-site support** for complex issues
- **Technical Alignment Manager (TAM)** oversight for system reviews, lifecycle planning, and IT roadmaps
- **Encrypted on-site and cloud backups** with monthly test-restores and storage for critical City systems
- **Sophos Managed Detection and Response (MDR) Complete** threat monitoring
- **Advanced email security, MFA enforcement, and Dark Web monitoring**
- **Monthly phishing campaigns and user training**
- **Continuous network, server, and firewall monitoring with automated alerts**
- **System and third-party application patch management**
- **Ninja RMM tools, customer portal, and vendor coordination**
- **Firewall lifecycle management, new firewall installation, and ongoing licensing**

These services build a unified, modernized cybersecurity and IT operations foundation tailored to the City's needs.

DISCUSSION

Discussion

Staff's assessment shows that the City's current IT structure does not provide the cybersecurity resilience, monitoring capability, strategic oversight, or employee support required for today's threat environment. The proposed Agreement corrects these deficiencies through a fully managed, proactive framework.

Critical Needs Addressed by the New Agreement

1. **Comprehensive End-User Support and Reduced Downtime**
   Unlimited around-the-clock service desk support ensures employees have immediate access to assistance for account access, computers, email, printers, and other technology needs. This significantly reduces employee downtime and eliminates the limitations and added costs of the current hourly-limited support model.
2. **Professional IT Governance, Strategic Planning, and Lifecycle Management**
   The combined oversight of a VCISO and TAM ensures the City's systems remain secure, compliant, and aligned with best practices. Regular infrastructure reviews, IT Roadmaps, lifecycle forecasting, and budgeting support create a sustainable long-term technology strategy—capabilities not present under the current Agreement.
3. **Robust Cybersecurity Protections and Incident Response Capabilities**
   The City will receive modern cybersecurity protections including antivirus, malware and ransomware defense tools, Sophos MDR, MFA enforcement, advanced email authentication (DKIM, DMARC, SPF), Dark Web reporting, and monthly simulated phishing campaigns. A

dedicated security team responds to incidents to contain, eradicate, and restore impacted systems. These protections substantially reduce the City's risk exposure.

4. **Reliable Backup and Disaster Recovery Infrastructure**
   Secure on-site and encrypted cloud backups with monthly test-restores provide strong safeguards for recovering from data loss or cyber incidents. Backup coverage includes Office 365 and G-Suite environments.
5. **Cost-Effective Access to High-Level Security Expertise**
   The Agreement includes approximately 10 hours per month of VCISO services for $30,000 annually. Hiring an equivalent full-time cybersecurity position would cost approximately $250,000 annually, making this a highly cost-effective approach to expert-level oversight.
6. **Proactive Monitoring and Automated Alerts**
   Continuous 24/7/365 monitoring of servers, firewalls, switches, and access points provides real-time visibility into critical systems. Automated performance and security alerts enhance the City's ability to detect and respond to issues before they escalate.
7. **Senior Engineering Escalation and On-Site Support**
   Complex or high-risk issues seamlessly escalate to experienced engineers for advanced troubleshooting, network configuration, firewall management, and vendor coordination.
8. **Additional Tools and Support Services**
   Regular system updates, RMM monitoring, a customer portal, and coordinated vendor support enhance transparency, maintain system integrity, and ensure all systems remain patched and protected.

Together, these elements create a fully modernized IT environment that supports City operations, reduces downtime, safeguards sensitive data, and aligns technology planning with the City's long-term operational needs.

Staff's position is that, given the City's immediate IT support and cybersecurity requirements, Executech is currently in a unique position to assist the City with the design, implementation, and execution of enhanced cybersecurity measures and system fortification. Executech has demonstrated the technical expertise, capacity, and responsiveness necessary to address the recent cybersecurity event and support the City's ongoing operational needs.

Executech possesses specialized knowledge of the City's existing IT infrastructure, security architecture, and network environment. This familiarity has enabled the firm to respond promptly, implement protective measures, and develop recommendations for strengthening the City's cybersecurity posture. In addition, Executech's understanding of the integration points between the City's systems and the technologies currently deployed has reduced implementation time and facilitated continuity of operations during a critical period.

Staff further notes that Executech's existing familiarity with the City's IT environment provides operational advantages in the immediate term, including a reduced learning curve, accelerated response capability, and greater efficiency in implementing and managing cybersecurity improvements. These factors support Staff's recommendation that Executech continue to provide services during the current cybersecurity remediation and stabilization effort.

Considerations and Risks of Delaying Implementation Through a Bidding Process

If the Agreement is not approved and the City elects to conduct a formal request for bids or proposals, the following estimated timeline applies:

- 2–3 weeks to prepare, distribute, and receive bids

- 1–1.5 weeks to review submissions
- 1–1.5 weeks to prepare responses and conduct comparisons
- 1–1.5 weeks to prepare term sheets
- 1–2 weeks for negotiations

Total estimated delay: **approximately 13 weeks (3 months)** before a new agreement could be implemented.

FISCAL IMPACT

- **Current annual cost:** approximately $88,800
- **Proposed annual cost:** $174,000
- **Annual increase:** approximately $85,200

The increased cost reflects the substantial expansion of services and protections. The financial impact of a single cyber incident—including operational disruption, data recovery, liability, and reputational harm—could significantly exceed the cost of the proposed Agreement.

CONCLUSION

Based on all the above expectations and needs, it is recommended that the City approve the re-negotiated Modern IT Agreement with Executech, as an outside independent contractor, as an emergency procurement for a twelve-month agreement.

ALTERNATIVES

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

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

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

Alternative 2 - Approve as Amended

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

Alternative 3 - Continue

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

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

ACCOUNTABILITY

Department: Administrative
Staff member: J. Mark Smedley, Asst. City Manager

EXHIBITS

1. Executech.UTHKB010005.v1.21 New.10.28

Co-Managed IT Partnership

Prepared for:

Heber City

Date:

October 26, 2026



www.executech.com

Heber City
75 North Main St
Heber, UT 84032

RE: Co-Managed IT Partnership

Dear Anthon,

Thank you for the opportunity to present Heber City with a Co-Managed IT Partnership & vCISO Agreement

Please do not hesitate to contact me directly should you have any questions pertaining to this proposal. I look forward to speaking with you soon!

Regards,

Kenyon Blackhurst
Director of Client Success
Email: kenyon.blackhurst@executech.com
Phone: 801.253.4541
www.executech.com

We Do IT Better

IT Experts Who Truly Care.

Expect more from your IT provider. We're not just here to fix issues—we're a dedicated team of specialists committed to enhancing your business through technology.



vCIO Mindset for a Stronger Future

Your IT should work for you, not against you. Executech takes a deep dive into your infrastructure, pinpointing opportunities to streamline operations, boost security, and drive growth.



Seamless IT On-boarding

Getting up to speed shouldn't be a hassle. With efficient onboarding and best-in-class tools, our team quickly aligns with your needs—making IT integration smooth, stress-free, and built to deliver maximum value from day one.



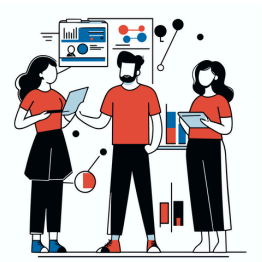
Strategic Outcomes, Business-Aligned

Having the right IT expertise makes all the difference. Our proactive approach ensures that your technology is always ahead of the curve, maximizing efficiency and delivering measurable outcomes.



Reliable Support, Always Available

You need an IT provider that answers the call. Our dedicated support teams and 24/7 help desk guarantee fast response times, so issues are handled before they become disruptions.



Driving IT Innovation for Your Business

We don't just fix IT issues—we help prevent them. Through strategic guidance, proactive solutions, and tailored technology plans, we reduce support tickets and keep your systems running smoothly so you can get more from your IT investment.

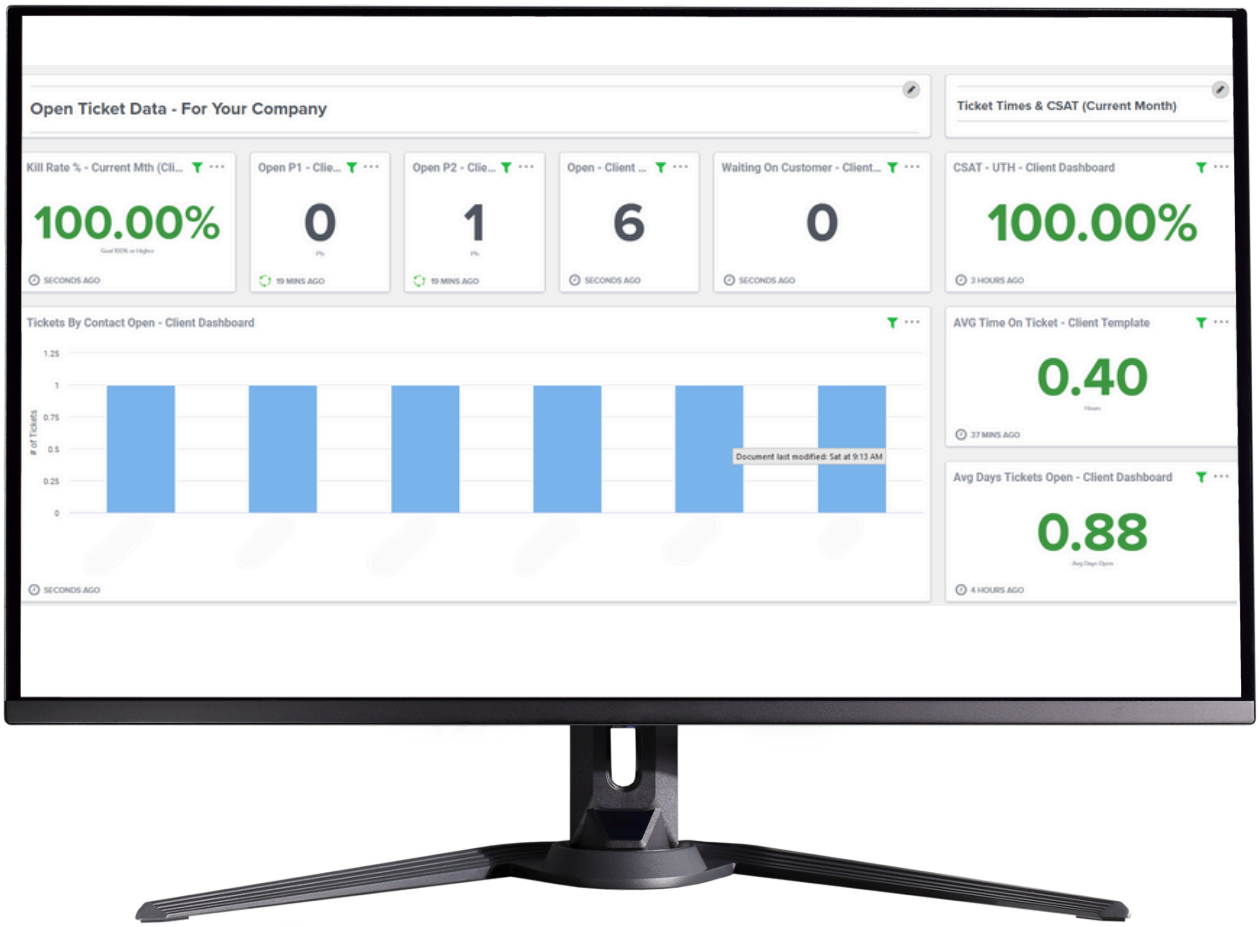
Strategic IT Leadership Backed by Data

Proactive Planning. Informed Decisions. Real Results.

At Executech, we don't just consult—we lead. We provide strategic IT guidance based on live data, performance trends, and forecasting to align your technology with your business goals. We also coordinate with your third-party vendors to ensure seamless communication and support across your entire IT environment.



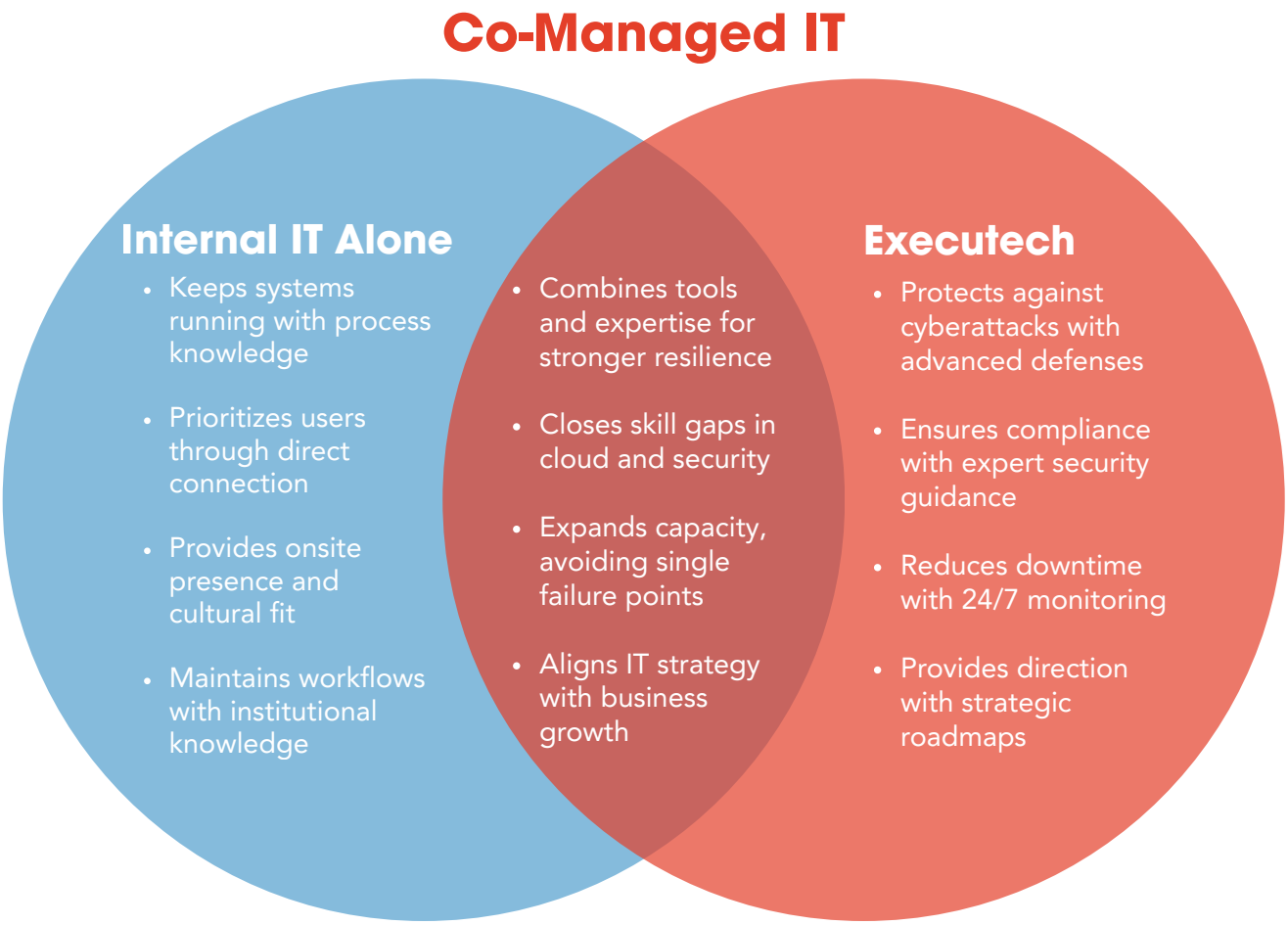
Component	Overdue	Not Scheduled	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	Total Cost
Workstation	6000	0	0	0	1500	0	1500	0	0	0	0	0	0	0	9,000
Network Equ	1250	0	0	0	0	0	0	0	0	0	0	0	0	0	1,250
Contracts/Subscriptions	0	0	0	2052	2052	2052	2052	2052	2052	2052	2052	2052	2052	2052	22,572
Totals	7,250	0	0	2,052	3,552	2,052	3,552	2,052	2,052	2,052	2,052	2,052	2,052	2,052	32,822



Executech + Internal IT: Better Together

See the Difference

Internal IT and Executech each bring unique strengths. Together, co-managed IT combines the best of both—scalable expertise, deep knowledge of your business, and enterprise-grade tools to help you achieve your priorities.



Stronger Together with Trusted Partners

Industry-leading alliances that strengthen your IT strategy

Executech strengthens your IT team through partnerships with leaders like Microsoft, Sophos, and others. We deliver enterprise-grade solutions tailored to your business and ensure they're deployed, managed, and supported by experts who know your environment. From cloud productivity to cybersecurity and automation, our partner network scales with your needs—so your team can focus on strategy while relying on technology that is secure, modern, and built to grow with you.

Trusted IT Solutions for Your Business

Executech is a leading managed IT provider for small to mid-sized businesses in the Western U.S. With decades of experience, a people-first approach, and expertise across 7 regions, we simplify and secure technology through cybersecurity, innovation, and a shared knowledgebase.



Team-Based IT Support vs. Single Technician Model

Our team-based approach delivers reliable, scalable IT support—providing greater depth and continuity than a single technician can offer.

Executech's Dedicated Team	Typical IT Provider (Single Tech)
A full team of IT professionals, each with specialized roles in cybersecurity, strategy, and support.	One technician managing multiple clients, responsible for everything.
Redundant support—no single point of failure. If unavailable, another team member steps in.	Single point of failure—if sick, on vacation, or busy, your business waits.
Strategic planning, proactive security updates, and rapid response times.	Reactive service, long wait times, and delayed updates.
Scalable support that grows with your organization.	Limited capacity—can become a bottleneck as your business grows.
Built to deliver maximum value with enterprise-grade tools, communication, and service.	Limited resources, often resulting in higher fees and gaps in service.

Creating better business practices with IT.
When you partner with Executech, you gain access to the deepest, broadest pool of IT expertise and knowledge in the entire Western United States. There is nothing we haven't seen, and we have a network of partnerships throughout the United States that run the full spectrum of services and products.

- **Security**
- **Expertise**
- **Insight**

Co-Managed IT Statement of Work

This Statement of Work (SOW) outlines the co-managed IT services to be provided by Executech to Heber City for the management and support of the Client's IT environment. This agreement defines the scope, responsibilities, and deliverables for collaborative IT services.

Service Ticket Management

Standard Service Tickets	Executech	L1 and L2 Initial triage, troubleshooting, and resolution
Escalating complex issues to L3 support	Shared	Escalation: Forwarding unresolved or complex issues to Level 3 support
Escalated Service Tickets	Shared	Complex issues requiring advanced expertise
Maintain user communication for life of the ticket	Executech	Communication: Providing updates to users and maintaining professional interaction throughout the ticket lifecycle

Complex or Critical Issues Defined As: To be agreed upon by both parties during onboarding.

Network Infrastructure

Network Monitoring	Executech	Network management
Configuration Changes	Executech	Network device configuration updates
Network Device Patching	Executech	Security and firmware updates
Performance Optimization	Shared	Performance Optimization Collaborative performance tuning
Proactive Monitoring	Executech	Proactive Monitoring 24/7 network monitoring and alerting
Alert Response	Shared	Initial response to monitoring alerts
Network Mapping	Executech	Network topology documentation
Infrastructure Documentation	Client	Infrastructure Documentation

Server Infrastructure

Onsite Support	Shared	Physical server access and support
Configuration Changes	Executech	Server configuration management
Line of Business Applications	Client	Application-specific support and maintenance
Lifecycle Management	Executech	Hardware lifecycle management delivered by a dedicated Partner Success Manager who meets with you regularly.

Server Monitoring Alert Response	Executech	24/7 monitoring and initial response

Security Management

Vulnerability Scan Remediation	Executech	Vulnerability assessment and remediation
Dark Web Monitoring	Executech	Threat intelligence and remediation
MDR Alert Response	Shared	Managed detection and response coordination
Antivirus Health Checkups	Executech	Weekly antivirus status and health reports
Firewall Patching	Executech	Firewall security updates and patches

Tool Management

Tool Management: Executech will manage, configure, and maintain all IT tools included in this agreement. We will provide access and training to our toolset as needed for your staff. Unless explicitly listed, we do not manage, configure, and maintain the client's line of business applications.

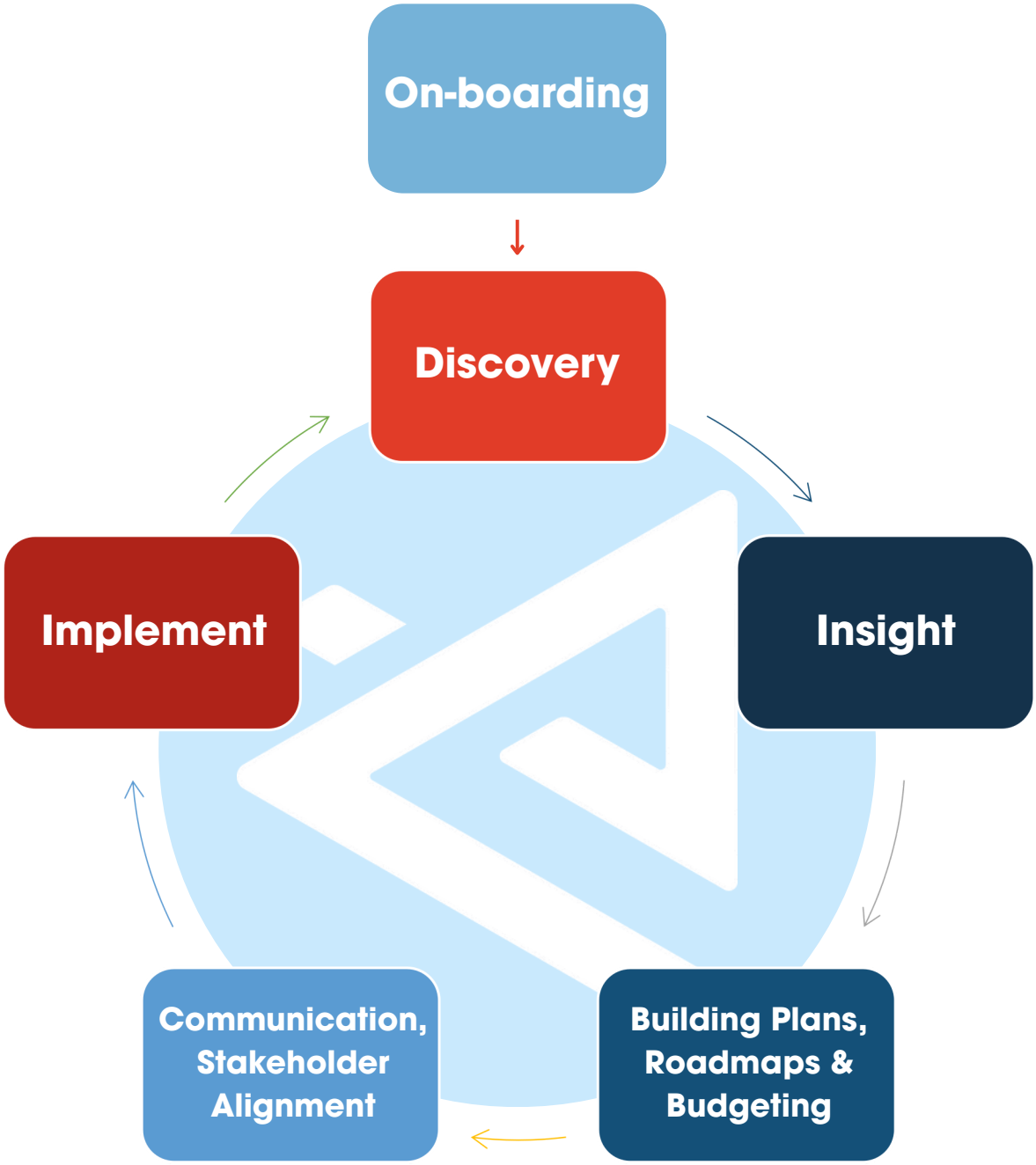
- Management and configuration of all included IT monitoring tools
- Staff training on Executech toolsets
- Regular tool optimization and updates
- Integration support with existing client systems

This co-managed approach ensures optimal collaboration between your internal IT team and Executech's expertise, providing comprehensive coverage while maintaining your team's involvement in critical business operations.

Continuous Partnership Cycle

Evolving Strategy, Support, and Alignment

At Executech, onboarding is just the beginning. Our partnership follows a continuous improvement cycle—starting with discovery and moving through insights, planning, implementation, and realignment. This process ensures your IT environment evolves alongside your business needs, with regular communication, strategic planning, and proactive support built into every phase.



Thank You for the Opportunity

Your Success Is Our Mission

At Executech, we want to express our sincere gratitude for the opportunity to earn your trust. We know that choosing an IT partner is more than just selecting a service provider — it's choosing a team to support the foundation of your business. That's a responsibility we don't take lightly.

Our commitment is rooted in people-first values and a dedication to providing more than just technical support. We're here to deliver reliable solutions, responsive service, and long-term strategy that evolves with your organization. With a full team of experienced professionals by your side, we focus on proactive support, clear communication, and creating real business impact.

You'll never be treated like just another ticket number — we'll know your name, understand your environment, and anticipate your needs. Whether it's helping your team through day-to-day issues or guiding high-level IT strategy, we're all-in on helping your business thrive.

We're excited about the path ahead and can't wait to become an extension of your team. Thank you again for considering Executech — we're ready when you are.

Results That Matter, Backed by Our 90-Day Guarantee

We stand behind the value of our services-so much so that we offer a 90-day satisfaction guarantee. From day one, our goal is to provide exceptional IT support that aligns with your business objectives and drives meaningful results. If, for any reason, you feel our services aren't meeting your expectations within the first 90 days, you can walk away — no contracts, no penalties, no hard feelings. It’s our way of demonstrating our commitment to your success and earning your trust every step of the way.



Terms

This contract will be for the period from Nov 1, 2026 thru Oct 31, 2029.

The terms of this agreement have been modified to match the MSA Terms agreed with Heber City and listed below.

Master Services Agreement - Terms & Conditions

Table of Contents

1. Applicability
2. Hardware
3. Payment Terms
4. Confidentiality
5. Non-Solicitation
6. Responsibilities
7. Limitation of Liability
8. Term
9. Miscellaneous

1. Applicability

The accompanying Proposal (the “Proposal”) is for the provision of certain services by Executech Utah, LLC (“Service Provider” or “Executech”) to the client listed in the Proposal (“Client” or “you”). The Proposal is incorporated herein by reference, and is subject to these terms and conditions (these “T&Cs” together with the Proposal, this “Agreement”). Each of the Client and Executech are referred to from time-to-time herein as a “Party” and collectively as the “Parties.”

This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Proposal, the Proposal shall govern. These T&Cs prevail over any terms and conditions contained in any other documentation and expressly exclude any of Service Provider’s general terms and conditions or any other document issued by Service Provider in connection with this Agreement.

2. Hardware

Leasing of Hardware. Service Provider grants Client the option to virtually lease any IT products from computers to network equipment for Client’s use under the terms and condition of this Agreement. Client acknowledges receipt of these terms and conditions and agrees to be bound by them. Client may lease all network and backup equipment for a certain period under the terms set forth in the Proposal, or lease any laptops and desktops on a rent-to-own basis until the expiration of the lease (typically three (3) years), upon which Client may take ownership and possession, as set forth in the Proposal. Service Provider agrees to provide routine maintenance, support, and updates for the leased hardware, and shall ensure that the hardware is in good working condition at the commencement of the lease term. Following the expiration or termination of the lease, Client shall return the hardware in accordance with the terms set forth below. Client shall not (i) copy, rent, sublease, redistribute, sell, adapt, disassemble, assign, encumber, reverse engineer, modify, decompile any part of the leased hardware or its associated software; (ii) use the hardware in a such a manner that poses a security vulnerability to Service Provider or other customers or users of the Services; (iii) test the vulnerability of the Service Provider’s systems or networks; (iv) access any software, APIs, or documentation in order to replicate or compete with the Services; (v) attempt to use the hardware in a manner that exceeds the limits of the lease, or constitutes excessive or abusive usage; (vi) use the hardware, or any data obtained using the hardware to conduct performance testing unless expressly permitted by Service Provider; or (viii) share or disclose the hardware or any part thereof, any data obtained using the hardware, with any third party without Service Provider’s express written permission. Service Provider reserves the right to change or discontinue

the availability of some or all of the hardware at any time for any reason with or without notice. Should Service Provider reasonably determine that Client has violated the terms of this Agreement, Service Provider may suspend or terminate Client's access to the hardware on a temporary or permanent basis in Service Provider's sole discretion. Client acknowledges that Service Provider retains all right, title, and interest in and to the hardware, and nothing herein shall constitute, no shall be construed as, a conveyance of such leased hardware on credit to Client.

Return of Leased Hardware. Upon termination of this Agreement, Client shall return all hardware leased from Service Provider. The hardware must be returned in the same condition as it was received, subject to reasonable wear and tear. The Client shall ensure that the hardware is free from any damage, alterations, or modifications that were not authorized by Service Provider.

Timeframe for Return. Client must return the leased hardware to the Service Provider within 30 days from the effective date of termination of this Agreement. The return shall be made to the location specified by Service Provider, and Client shall bear all costs associated with the return, including shipping and handling. In the event that Client fails to return the leased hardware within the specified timeframe, Client shall be liable for any costs incurred by Service Provider in retrieving the hardware. Additionally, Client shall be responsible for compensating Service Provider for any loss or damage to the hardware, including but not limited to the full replacement cost of the hardware. Service Provider reserves all rights to pursue any legal remedies available to recover such costs and damages.

3. Payment Terms

Due. Unless otherwise stated, Service Provider offers Net 30 terms to Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.

Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.

Open Balances. If Client has an open balance more than one hundred twenty (120) days from the invoice date, Service Provider may, in its sole and absolute discretion, immediately terminate this Agreement and submit the open balance to a collection agency. Client agrees to pay for any and all collection costs and/or attorney's fees incurred in connection therewith.

Manner of Payment. Client may pay by check, credit card or ACH.

Service Fees. Service fees for the Services are as set forth in the Proposal. Client is responsible for all applicable federal, state, and local taxes, duties, or fees levied in connection with the Services provided hereunder, excluding taxes based solely on Service Provider's income.

Annual Increase. Service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with such increase not to exceed 10% per annum.

4. Confidentiality

Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client's customers, that Service Provider knows Client considers to be confidential and proprietary ("Client Confidential Information"). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) Service Provider already knew, (ii) Service Provider learns independently of Client, (iii) becomes generally available through no fault of Service Provider, or (iv) Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("Service Provider Confidential Information"). Client will use commercially reasonable efforts to maintain the confidentiality of Service Provider Confidential Information and will not disclose Service Provider Confidential Information to third parties without the prior written consent of Service Provider.

Advertising and Publicity. Except for materials already made public, neither Party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other Party's name or trademarks (or any variation thereof), without the other Party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

5. Non-Solicitation

Term of Non-Solicitation. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in this Agreement, including without limitation (i) private use of the Service Provider's employees by Client or its affiliates; (ii) making offers to the Service Provider's employees in an attempt to lead the Service Provider's employees from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by this Agreement and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider's employees in "side work" or "moonlighting prospects" in which the Service Provider's employees would do work for Client, or one of its affiliates, outside of the scope of this Agreement regardless of whether the Service Provider's employees would or would not receive additional compensation not expressly stated in this Agreement; (v) any and all attempts to disenfranchise any of the Service Provider's employees from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider's employees, either on a contractual basis, as party to a competitor of the company, or through full-time employment.

Penalty. Service Provider shall notify Client immediately if Service Provider believes that Client has breached Section 5. If written approval is not provided by the CEO of Service Provider and Client violates the provisions of this Section 5, Client will pay Service Provider liquidated damages in an amount equal to the salary or wages paid to the employee by Client. In addition, if any employee of Service Provider that worked with Client during the term of this Agreement is hired by Client for full-time or part-time employment during the term of this Agreement, or within one year following the termination of this Agreement, Client shall pay Service Provider the amount of $100,000. Because of Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider employees, the Parties acknowledge that the measure of liquidated damages set forth in this Section 5 is reasonable. This provision for damages will not limit remedies against Client for any other breach of this Section 5 or from asserting any cause of action independent of it.

6. Responsibilities

Shared Responsibility. Client is responsible for: (i) cooperating with Service Provider in the provision of the Services; (ii) providing timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6, Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

Access. Service Provider may install software to access Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. Client will also provide Service Provider access to user workstation areas and the name, phone number, email address and title for each authorized user. Every user must be listed as an authorized help desk caller.

Information and Technology. Client will provide accurate information to Service Provider in connection with the Services. Client will maintain current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed, and vendor-supported. Client understands the Services and system are subject to external factors not within Service Provider's control. Client will ensure that its internet connection is secure. Client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.

EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.

Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

Reliance on Representations. Service Provider will be entitled to rely on the representations, written or oral, of Client's management and staff.

Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment, or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.

Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.

Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.

Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "Service Provider Property"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third-Party Service"). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially

diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

7. Limitation of Liability

Liability Limits. Client acknowledges and understands that the Services may contain bugs, errors, problems or other limitations, and Service Provider shall only be liable to the extent the Services are not performed in a professional and workman-like manner in accordance with general industry standards. Subject to the foregoing, in no event shall Service Provider be liable to Client in an amount that exceeds Service Provider's insurance limits, which shall be maintained at a minimum amount as set forth in this Section 7.

Insurance Limits. Service Provider will maintain business insurance greater than $1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon Client request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY,INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

Remedy.

(ii) The limitation of liability set forth in Section 7 above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Term

Term and Renewal: The term of this Agreement shall be for three (3) year commencing on the Effective Date (as hereinafter defined). For purposes of this Agreement, "Effective Date" means the date set forth in the signature page to this Agreement. This Agreement shall automatically renew on a month-to-month basis unless either Party provides the other Party with written notice of termination.

Termination by Service Provider.

This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client (A) if Client fails to pay any amount when due under this Agreement; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors or (B) pursuant to Section 3(c).

Other than a breach arising from Client's failure to pay any amount when due, this Agreement may be terminated by

Service Provider in the event that Client breaches a material provision of this Agreement, and Client fails to cure such breach within sixty (60) days (or such longer period of time as the Parties may agree upon).

Termination by Client.

This Agreement may be terminated by Client in the event that Service Provider breaches a material provision of this Agreement, and Service Provider fails to cure such breach within sixty (60) days (or such longer period of time as the Parties may agree upon).

This Agreement may be terminated by Client with immediate effect upon prior written notice to Service Provider if Service Provider becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

9. Miscellaneous

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions. Any claim or cause of action for breach of this Agreement shall be brought solely in the Fourth Judicial District Court in and for Wasatch County, Utah.

Amendments to Agreement. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by the Parties. No waiver by either Party of any of the provisions of this Agreement will be effective unless in writing and signed by the Party granting the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege arising under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Dispute Resolution.

Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Cost of Enforcement. In the event that either Party asserts any claim against the other Party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that Party's rights under this Agreement, the prevailing Party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.

Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.

Assignment; Change of Control.

Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.

Client shall not undergo a Change of Control without obtaining the prior written consent of the Service Provider. For the purposes of this Agreement, "Change of Control" means: (A) an acquisition, reorganization, merger, or consolidation of Client by or with a third party in which the holders of the voting securities of Client outstanding immediately before such transaction cease to beneficially own at least fifty percent (50%) of the combined voting power of the surviving entity, directly or indirectly, immediately after such transaction; (B) a transaction or series of related transactions in which a third party, together with its affiliates (if applicable), becomes the beneficial owner of fifty percent (50%) or more of the combined voting power of the outstanding securities of the Client; or (C) the sale or

other transfer to a third party of all or substantially all of Client's assets.

Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

No Partnership. Service Provider and Client are independent contractors. This Agreement will not create a partnership or joint venture between the Parties, or make either Party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither Party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

Subcontractors. Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.

No-Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Force Majeure. Each Party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the Party's reasonable control.

Privacy Policy. Service Provider respects Client's privacy and are committed to protecting it. Service Provider's Privacy Policy at https://www.executech.com/privacy-policy/, governs the processing of all personal data collected from Client in connection with the provision of the Services hereunder. Such Privacy Policy is incorporated herein by reference.

Notice Requirements. All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the Party to whom directed at the address set forth on the signature page to this Agreement or such other place as each party may from time to time give in writing to the other Party. Notice shall be deemed to have occurred upon receipt by the Party to whom sent.

Signatures. Signatures to this Agreement shall be set forth on a separate portal or document, and such signatures may be in digital format. This Agreement may be executed in one or more counterparts, each of which shall be valid as an original. The Parties agree that the use of digital signatures is limited to the execution of this Agreement and does not extend to any other past, current, or future transactions or agreements between the Parties, unless explicitly agreed otherwise in writing.

Discovery

	Quantity
Workstations Identified	157
Servers Identified	10

Monthly Partnership Fees

	Monthly Cost
Co-Managed Agreement (Based on 157 devices and 10 servers)	$12,000.00
Additional cost per device for any additional devices added beyond what is listed under discovery.	$150.00

vCISO Agreement:

$2,500.00

Executech will provide a seasoned, experienced, senior-level security professional to guide your organization through the maze of today's security and compliance risks.

Targeted Compliance Standard:

Work will be organized and documented against the targeted compliance or industry security standard utilizing an industry-leading GRC tool with the following:

- Customizable Dashboards
- Monthly Reports
- Client Portal
- Auditor Portal
- Vendor Portal
- Policy and Procedure Library

Professional Services

This professional can provide and/or assist with the following services:

- Annual Risk Assessment
- Annual Critical Third Party (Vendor) Risk Assessment
- Annual Controls Design Review
- Annual Internal Audit Program Review and Update
- Annual Internal Audit
- Annual Policy / Procedure Review
- Annual Trust Statement / Portal Update
- Annual Security Planning / Roadmap
- Quarterly Security Steering Committee Meeting
- Semi-Annual Report to Board of Directors
- Change Control Board Participation and Guidance
- Annual External Audit Support
- Annual BC/DR/IR Table Top Exercise
- Monthly vCISO Update
- New Third-Party (Vendor) Security Risk Reviews (If Necessary)

Onboarding

	One-Time Cost
Onboarding Setup Fee	$5,000.00

Specifically excluded from this contract unless otherwise provided as part of the agreement:

- Additional project work of any kind. Projects will be billed at agreed upon rate upon approval.
- The cost to bring Client's environment up to the minimum standards required for services.
- The cost of any parts, equipment, or shipping charges of any kind.
- Travel costs outside of the primary location that require flight, hotel, car rental, meals and expenses.
- The cost of any 3rd party vendor/manufacturer licensing, support, or incident fees of any kind.
- Network cable or wiring installation and testing of network cables.
- Access Control, Surveillance, and VoIP monitoring and services.
- Work at residences of Client staff or other Client corporate offices.
- Employee owned computer support.
- Computer Hardware setup fees. Current setup fee is $250 per computer, if purchased through Executech.
- Time spent resolving any one problem beyond 8 hours if Executech recommends and can reasonably demonstrate that purchasing a replacement or upgrade will permanently resolve the problem and Client chooses not to do so.
- Recovery of deleted data stored on local computer (not server).
- Virus and ransomware remediation is complex with no guaranteed outcome; therefore, Executech will provide up to two hours of best-effort troubleshooting per outbreak, after which a remediation quote will be provided.
- Audio/Visual (A/V) systems, equipment, and related infrastructure not originally installed or provisioned by Executech.
- Project implementation work beyond the described vCISO Services, including security implementation or configuration,software or hardware upgrades, net-new network additions, replacements, migrations, or moves. Such work requiresseparate authorization an
- Legal advice, breach-notification determinations, regulatory representation, independent audits, certifications,attestations, or assurance opinions.

Payment Schedule

	Interval	Amount
One-time Setup Fee	One-Time	$5,000.00
Co-Managed IT & vCISO Agreement	Monthly	$14,500.00

Terms and Conditions

I certify that I am authorized to approve and bind my organization to this proposal. I accept the pricing, deliverables, and the full terms and conditions available at: **https://www.executech.com/co-managed-terms/**

Agreement Acceptance

Executech	**Heber City**
Kenyon Blackhurst	
Signature / Name	Signature / Name Initials
10/26/2026	
Date	Date

Heber City Council Staff Report

MEETING DATE: 7/21/2026

SUBJECT: **Mayor's Recommendation for Resolution 2026-19**

A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Affordability for Citizens

RECOMMENDATION

At the City's Strategic Retreat in January 2026, Mayor Franco focused on maintaining affordability with a proposed property tax abatement for low-income senior citizens who own primary residences in Heber City. Given the tremendous increase in housing prices and accompanying increases in property taxes with new growth, this is needed as these things are pricing our long-time residents out of the homes they've lived in for decades. Mayor Franco is now proposing this Resolution 2026-19.

Mayor Franco and Jeremy Cook met with the Wasatch County Clerk and staff to discuss the process for this. Wasatch County already offers several Property Tax Abatement Programs. This proposed City Property Tax Abatement is based on the County's two programs: the 'Circuit Breaker' program for Seniors with income below $44,221; and the Wasatch County 'Resolution 25-03' Program where low-income senior citizens with income below $65,534 yet above the $44,221, can apply for property tax relief.

This is the proposed City process for Resolution 2026-19 to start January 2027.

1- Wasatch County will qualify low-income seniors until Dec 31st of each year in these two Abatement Programs.
2- Then County will give Heber City the list of qualifying Heber City property owners in Jan of next year.
3- Heber City will distribute an additional Property Tax Abatement to qualified Heber City senior homeowners in Jan-Feb based on a **to be determined budget** compared to the **actual number** of qualified homeowners.

4- Heber City will use moneys from the "Sixth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community, March 3, 2026" to fund this program. (See: https://hebercityut.portal.civicclerk.com/event/461/files/attachment/3329.)

It provides revenues of $1,500 per building permit for the next 3,000 residential units constructed over the next decades, & part of it would be used for this property tax abatement program.

The FY 2026-27 Budget projects $250,000 from this Developer Fee this year; and up to $4.5 Million over the next 25 years.

5- Currently suggest the City distribute a lump sum abatement of two separate amounts for the two separate County programs.

Proposed City Property Tax Abatement Examples: (this is not decided yet)

- 75 Applicants in 'Circuit Breaker Program' @ $700 each = $52,500.
- Plus another 75 Applicants in 'County Program' @ $400 each = $30,000.
- Total 'Sixth Amendment' moneys used = $82,500.

In 2025, Wasatch County qualified approximately 146 applicants in Heber City for the low income property tax abatement program. We would plan for 150 qualified applicants in January 2027 at this point.

CONCLUSION

Recommend approval.

EXHIBIT A. PROPOSED CITY RESOLUTION 2026 -19, A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS.

EXHIBIT B. PPT PRESENTATION ON RESOLUTION 2026-19

EXHIBIT C. WASATCH COUNTY RESOLUTION 25-03

EXHIBIT D. FORM TC-90H HOMEOWNERS TAX CREDIT APPLICATION

EXHIBIT E. FORM TC-90CY LOW-INCOME ABATEMENT AND HOMEOWNER'S TAX CREDIT APPLICATION

Exhibit A

HEBER CITY RESOLUTION 2026-19

A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS

WHEREAS, housing costs and associated property taxes in Heber City increased significantly in this decade; and

WHEREAS, City utility rates also increased with more projected future increases, and

WHEREAS, the Heber City Council desires to help qualifying City seniors with primary residences afford their property taxes through property tax relief, and

WHEREAS, in accordance with Utah Code Annotated 59-2-1347, 59-2-1208, and 59-2-1803 which allows Property Tax Income Relief to seniors; etc., and

WHEREAS, the City Council desires to offer additional property tax relief to senior households who qualify for the 'Circuit Breaker' Abatement Program and the Wasatch County property tax relief program per Wasatch County Resolution 25-03.

Now, therefore, be it further resolved:

Section 1. The Heber City Council expresses its intent to provide property tax relief to Heber City's seniors with primary residential property who qualify for the Utah State 'Circuit Breaker' program and the Wasatch County 'Resolution 25-03' Program at the beginning of each calendar year.

Section 2. To receive this tax relief, eligible 66+ senior citizens in Heber City who are primary residential property owners can submit an application to Wasatch County per the Utah State Tax Commission's 'Circuit Breaker' program and Wasatch County's Resolution 25-03 Abatement Program; and be qualified through Wasatch County and state code requirements.

Section 3. Qualifications for Heber City seniors to receive city property tax abatements are according to State Form TC-90H -'Utah Homeowner's Tax Credit Application', and 'TC-90cy Low-Income Abatement and Homeowner's Tax Credit Application.'

Section 4. In January of the following calendar year, after Wasatch County has qualified senior applicants, then Heber City will calculate the number of qualified senior citizen primary

residential properties in collaboration with the Wasatch County Clerk's office. Heber City will also calculate the amount of budgeted money available for the City's property tax abatement relief program from Section 6 below.

Section 5. Heber City will then distribute lump sum property tax abatements to qualified 66+ senior citizens within the City to abate their previous year's property tax. The lump sum is not meant to pay for all city and county property taxes but provide some tax relief to qualified applicants.

Section 6. Heber City will use money from the '"Sixth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community, March 3, 2026" to finance this program. See: https://hebercityut.portal.civicclerk.com/event/461/files/attachment/3329 .

PASSED AND ADOPTED THIS _____ DAY OF _____, _____
BY THE HEBER CITY COUNCIL, STATE OF UTAH.

	AYE	NAY	ABSENT	ABSTAIN
YVONNE M. BARNEY	_____	_____	_____	_____
AARON CHEATWOOD	_____	_____	_____	_____
MIKE JOHNSTON	_____	_____	_____	_____
MORGAN MURDOCK	_____	_____	_____	_____
SID OSTERGAARD	_____	_____	_____	_____

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

PROPOSED CITY PROPERTY TAX ABATEMENT FOR QUALIFIED SENIOR CITIZENS

RESOLUTION 2026-19

Mayor Heidi Franco

Jeremy Cook, Legal Review

PURPOSE:

FOR 'A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS.'

AFFORDABILITY ISSUE: City can help Seniors stay in their homes.

- Property Values increased by 53% just in 2021 – 2022.(1)
- 2010, Heber City AMI was $55,865.(2)
- 2024, Heber City AMI was $110,339 (3)
- Poverty Rates in Heber City are 5.3% of population = up to approximately 3,707 people.(4)
- **Annual Inflation Rates between 2021-2026 = 26% increase.** (5)
- Utility Rate increases (water, sewer, storm water, P&I) of 10%-36% from 2025-2027, with more planned.(6)

WASATCH COUNTY SENIOR ABATEMENTS:

https://www.wasatchcounty.gov/183/Property-Tax-Relief

1ST PROGRAM: **"Circuit Breaker Low Income -** Over 66 years of age by December 31, 2025, under 66 years of age and disabled, or under 66 years of age and experiencing extreme hardship, and your household income for 2025 was **less than $44,221**."

State Form with Qualifications, etc.
TC-90H, Utah Homeowner's Tax Credit Application

2ND PROGRAM: "A new [County] property tax abatement is available for primary residents over 66 years old whose **income is under $65,534** but exceeds the Circuit Breaker Low Income limit of $44,221."

County Form TC-90cy Low-Income Abatement and Homeowner's Tax Credit Application (PDF)

UTAH STATE TAX COMMISSION – 1ST PROGRAM:

County Programs for HOMEOWNERS

Homeowner Low-income Abatement

Eligibility

To qualify for this tax credit:

- You are a homeowner or manufactured homeowner.
- Your home is owner-occupied.
- Your 2025 total household income was less than $44,221 (UCA §59-2a-101(17)).
- You were a Utah resident for the entire year.
- You owned the home for the entire calendar year.
- One of the following three statements is true:
    - You qualified for the credit in 2025,
    - You are:
        a. at least 67 years of age, or
        b. you are an unmarried surviving spouse.

You must be able to prove Utah residency and household income to qualify.

Abatement Amount

Up to $1,412 of property tax can be abated, based on income, plus an additional credit equal to the tax on 20 percent of a home's fair market value.

UTAH CODE ANNOTATED 59-2A:

U.C.A. 59-21-303(1)(c)(ii):

"A homeowner's credit under this part **may not exceed the claimant's property tax liability for the residence** for the year in which the claimant applies for a homeowner's credit under this part."

U.C.A. 59-2a-304 (2):

"Only **one claimant per household per year** is entitled to payment under this part."

U.C.A. 59-2a-305: (For 1st Program)

(1) (a) Subject to Subsection (2), for a calendar year beginning on or after January 1, 2024, a claimant may claim a homeowner's credit that does not exceed the following amounts:

(Increased yearly by CPI Index)

If household income is	Homeowner's credit
$0 -- $13,884	$1,259
$13,885 -- $18,515	$1,105
$18,516 -- $23,141	$954
$23,142 -- $27,770	$726
$27,771 -- $32,401	$577
$32,402 -- $36,754	$351
$36,755 -- $40,840	$197

PROPOSED CITY PROCESS:

1- Wasatch County will qualify low-income seniors until Dec 31st of each year in these two Abatement Programs.

2- Then County will give Heber City the list of qualifying Heber City property owners in Jan of next year.

3- Heber City will distribute an additional Property Tax Abatement to qualified Heber City senior homeowners in Jan-Feb based on a to be determined budget compared to the actual number of qualified homeowners. (*Could be delayed.)

4- Heber City will use moneys from the "Sixth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community, March 3, 2026" to fund this program. (See: https://hebercityut.portal.civicclerk.com/event/461/files/attachment/3329 & 'Costs & Funding' next slides.)

5- Currently suggest the City distribute a lump sum abatement of two separate amounts for the two separate County programs. (See next slide.)

COSTS & FUNDING

In 2025, Wasatch County qualified approximately 146 applicants in Heber City for the low-income property tax abatement program.

- Planning for around 150 qualified applicants in January 2027.

FUNDING: Use the 'Sixth Amendment' Development Fee in FY 27 Budget Projections for Property Tax Abatement Costs.

- **Projected from FY 2027 Budget Workshop #1:** "Fee from 'Sixth Amendment': $1,500 for next 3,000 units commencing in March '26 = $4.5M." (1)

COSTS & FUNDING - 2

Financial Projections as of 7/16/26:

-Tony Kohler reports that in FY 2025-2026, the City already collected $36,000 in these fees. The money is not spent and will be transferred to a dedicated account.

-Tony estimates that City could have up to another 33 permits in the latter half of 2026—or in the Q1 & Q2 FY 2027 budget generating another $49,500.

-Other later FY 2027-28 projections (next year's construction season) could be up to another 110 permits generating another $165,00.

For Calendar Year 2026: Projections up to $85,500 (with $36,000 already collected).

For Calendar Year 2027: Projections up to $165,000.

Proposed City Abatement Examples: (*this is not decided yet, nor have total number of qualified applicants been determined until the end of Dec 2026.)

- 75 Applicants in 'Circuit Breaker Program' @ $700 each = $52,500.
- Plus another 75 Applicants in 'County Program' @ $400 each = $30,000.

HEART OF THE WASATCH BACK

HEBER CITY

EST 1889

Discussion

& NEXT STEPS



WASATCH COUNTY RESOLUTION 25-03
A RESOLUTION TO AUTHORIZE INCREASES TO THE TAX RELIEF INCOME LIMIT

WHEREAS, housing costs in Wasatch County have been increasing significantly in recent years; and

WHEREAS, the Wasatch County Council (the "Council") desires to help qualifying households afford their housing through property tax relief; and

WHEREAS, the council is given authority to provide tax relief in accordance with Utah Code §59-2-1347 which states in part: "If an interested person applies to a county legislative body for an adjustment or deferral of taxes levied against property located in the county, the county legislative body may accept a sum less than the full amount due, or defer the full amount due, where, in the judgment of the county legislative body, the best human interests and the interests of the state and the county are served;" and

WHEREAS, the state of Utah annually sets a household income limit for tax relief in accordance with Utah Code § 59-2-1208 as adjusted by the State of Utah and referred to hereafter as the "Tax Relief Income Limit," which is $40,840 in 2024; and

WHEREAS, in addition to meeting the Tax Relief Income Limit, in order to be a qualifying household of the indigent abatement provided for in Utah Code § 59-2-1803, taxpayers must also be 66+ years of age, or disabled or experiencing an extreme hardship, and

WHEREAS, the Council desires to offer additional tax relief for qualifying household making 50% more than the Tax Relief Income Limit who may still have difficulty affording their housing.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Wasatch County Council does hereby resolve that:

SECTION 1. The Council hereby expresses its intent to exercise its authority to provide tax relief to applicants with a gross household income equal to or less than 150% of the Tax Relief Income Limit ("Eligible Applicants").

SECTION 2. To Receive this tax relief, Eligible Applicants shall submit an application as described in Utah code § 59-2-1804 for the Council's review and decisions, which shall be entirely at the discretion of the Council.

SECTION 3. Tax relief hereunder, if granted, shall be in the form of a tax abatement in the same amounts as the indigent abatement defined in Utah Code § 59-2-1803 and 1804, which amount of totals half of the taxes due or the maximum authorized under the code, whichever is less.

SECTION 4. This tax relief is hereby granted for subsequent years until amended or repealed by the Council or is automatically repealed if the Utah State Legislature adopts an income limit in a legislative session that increases the state limit by at least 40%.

APPROVED and **PASSED** this 22 day of January, 2025

Karl McMillan,

Wasatch County Council Chairman

Attest: Joey D. Granger,

Wasatch County Clerk/Auditor



	VOTE
Karl McMillan, Chairman	Y
Erik Rowland, Vice-Chair	Y
Kendall Crittenden	—
Colleen Bonner	Y
Mark Nelson	Y
Spencer Park	Y
Luke Searle	Y

Wasatch County Senior Abatement Application

First Name	Last Name	Date of Birth	Phone Number	Address

Primary Residence Parcel Number

Annual Household Income:

Wages	Dividends Interest	Pensions Annuities IRA / 401(k) distributions etc.	Social Security or Railroad Retirement	Current Year Capital Gains	Unemployment income or Worker's Compensation income	Business, rental, farm income	Total

(Income tax return must be attached to verify income*)

Signature of Applicant: _____

Date:_____

County Use Only:

Over age 66	Total Income Under $65,534	Primary Residence Status

2026 Income Ranges		County Credit Amount
$ 44,222.00	$ 48,600.00	$ 1,000.00
$ 48,601.00	$ 54,600.00	$ 750.00

Tax Return information and other sensitive personally identifiable information provided will be used only for property tax purposes within the Wasatch County Clerk/Auditor office and will not be sold or transferred.

$ 54,601.00	$ 60,600.00	$	600.00
$ 60,601.00	$ 65,534.00	$	500.00

Please return completed form to the Wasatch County Clerk before September 01.

Tax Return information and other sensitive personally identifiable information provided will be used only for property tax purposes within the Wasatch County Clerk/Auditor office and will not be sold or transferred.

Utah State Tax Commission

Homeowner's Tax Credit Application

(For low-income, elderly and widows/widowers)

Clear

TC-90H
Rev. 4/26

tax.utah.gov

Homeowners and mobile homeowners applying for property tax credit must file this form with the county where the home is located by Sept. 1, 2026.

Renters and mobile homeowners applying for lot rental refund, file form TC-90CB with the Utah State Tax Commission by Dec. 31, 2026.

Section 1 - Applicant's Name

If more than one person lives in a household, only one person may file an application.

Applicant's last name	Applicant's first name		Middle initial	Birth date	Social Security number
Spouse's last name (if spouse is living)	Spouse's first name		Middle initial	Birth date	Social Security number
Address	City	County	State	ZIP Code	Daytime telephone number

Enter your property serial/account number(s) from your most recent property tax billing notice:

Section 2 - Household Income

Household income must include **ALL household members' incomes.**

Complete and add lines 1 through 10 and enter the total on line 11. Household income is income received during 2025 by everyone living in the household as of Jan. 1, 2026, not just the applicant. Do not include income of children under 18 or your (or your spouse's) parents and grandparents, even if they live with you. **Send documentation for information provided below. If you enter any amounts on lines 2, 3, 4 or 5, you must include your federal tax return and all schedules. Amounts will be reviewed.**

Total people in household as of Jan. 1, 2026		
1. Wages, salaries, tips and other compensation (W-2, 1099Misc, 1040 Schedule C, etc.)	1	
2. Pension and annuities, including IRAs (taxable/nontaxable)	2	
3. Current-year capital gain or loss	3	
4. Business, rental, farm income	4	
5. Depreciation on claimed residence	5	
6. Total interest income, dividends (taxable/nontaxable)	6	
7. Social Security/Railroad retirement (but not Social Security Disability)(taxable/nontaxable)	7	
8. Unemployment, worker's compensation	8	
9. Veterans disability pensions	9	
10. Other income received under UCA §59-2a-101(20), such as alimony, loss carryforwards, etc.	10	
11. Total 2025 household income from all sources (add lines 1 through 10)	11	

You do not qualify if the amount on line 11 is greater than $44,221 (the 2025 maximum total income).

You may be required to submit additional information to support your claims.

Section 3 - Homeowner's Tax Credit

Applicant must answer all four questions below.

1. Did you qualify for the homeowner's tax credit last year, or will you be age 67 or older on **Dec. 31**, 2026, **OR** are you a widow or widower? ☐ Yes ☐ No

   If you are a widow or widower, enter your spouse's date of death:
2. Was the total household income (from Section 2, line 11) less than $44,221? ☐ Yes ☐ No
3. Will you provide your own financial support for 2026 (No one else can claim you on their 2026 tax return)? ☐ Yes ☐ No
4. Will you live in Utah for all of 2026? ☐ Yes ☐ No

   You must be domiciled in Utah for the entire 2026 calendar year to be eligible.

—*Continued on next page*

— Section 3, continued from page 1

If your name is not listed as the property owner of the Property Tax Billing Notice, attach legal documentation of ownership.

Only property tax on applicant's primary residence is eligible for property tax credit.

Is the home located on property that exceeds one acre?	☐ Yes	☐ No	If yes, total number of acres:	
Is any portion of the home rented out?	☐ Yes	☐ No	If yes, what percent is rented:	
Is a portion of the home used for business?	☐ Yes	☐ No	If yes, what percent is used:	

You must have owned the home on Jan. 1, 2026 to qualify.

If you qualify for property tax credit, you may also qualify for low-income abatement. See form TC-90L.

Section 4 - Residency Status of Applicant

Under state and federal law we can not process this application or issue a credit to anyone who does not provide this information.

→ **Check ONLY ONE box (providing false information subjects the signer to penalties for perjury):**

- 1. ☐ I am a U.S. citizen.
- 2. ☐ I qualify under 8 U.S.C. 1641 and I am in the U.S. lawfully.

→ **If you checked box 2, you must attach one of the following:**

- Employment authorization card
- Documentation showing I-94 (arrival departure) number*
- Alien Registration Number issued by U.S. Citizenship and Immigration Service*

*The I-94 (arrival/departure) number and the Alien Registration Number are issued by the U.S. Citizenship and Immigration Service.

Under penalties of perjury, I declare that I am a U.S. citizen OR that I qualify under 8 U.S.C 1641 and am in the United States lawfully.

Applicant signature	Date

Section 5 - Certification and Signature

Under penalties of perjury, I declare that, to the best of my knowledge and understanding, this information is true, correct and complete.

Applicant signature	Date	Spouse's signature (must sign if home is owned in joint tenancy)	Date

Preparer's name and address or organization (if not applicant)	Preparer's telephone number

2025 Homeowner's Tax Credit Refund Schedule

Lower Household Income Limit	Upper Household Income Limit	Maximum Homeowner Tax Credit
$0	$15,033	$1,412
15,034	20,048	1,245
20,049	25,057	1,082
25,058	30,069	835
30,070	35,083	674
35,084	39,796	429
39,797	44,221	262

To review the Privacy Notice regarding the collection and use of your personal data, scan this QR code, or visit tax.utah.gov/privacy

Heber City Council Staff Report

MEETING DATE: 7/21/2026

SUBJECT: **Mayor's Recommendation for Resolution 2026-19**

A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Affordability for Citizens

RECOMMENDATION

At the City's Strategic Retreat in January 2026, Mayor Franco focused on maintaining affordability with a proposed property tax abatement for low-income senior citizens who own primary residences in Heber City. Given the tremendous increase in housing prices and accompanying increases in property taxes with new growth, this is needed; as these things are pricing our long-time residents out of the homes they've likely lived in for decades. Mayor Franco is now proposing this Resolution 2026-19.

Mayor Franco and Jeremy Cook met with the Wasatch County Clerk and staff to discuss the process for this. Wasatch County already offers several Property Tax Abatement Programs. This proposed City Property Tax Abatement is based on the County's two programs: the 'Circuit Breaker' program for **Seniors with income below $44,221**; and the Wasatch County 'Resolution 25-03' Program where low-income senior citizens **with income below $65,534 yet above the $44,221**, can apply for property tax relief.

This is the proposed City process for Resolution 2026-19 to start January 2027, yet could be delayed until further development fee money is collected.

1- Wasatch County will qualify low-income seniors until Dec 31st of each year in these two Abatement Programs.
2- Then County will give Heber City the list of qualifying Heber City property owners in Jan of next year.
3- Heber City will distribute an additional Property Tax Abatement to qualified Heber City senior homeowners in Jan-Feb based on a **to be determined budget** compared to the **actual number** of qualified homeowners.

4- Heber City will use moneys from the "Sixth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community, March 3, 2026" to fund this program. (See: https://hebercityut.portal.civicclerk.com/event/461/files/attachment/3329.)

It provides revenues of $1,500 per building permit for the next 3,000 residential units constructed over the next decades, & part of it would be used for this property tax abatement program.

The FY 2026-27 Budget projects …up to $4.5 Million over the next 25 years.

**Latest figures from 7/16/26:

-Tony Kohler reports that in FY 2025-2026, the City already collected **$36,000** in these fees. The money is not spent and will be transferred to a dedicated account.

-Tony estimates that City could have up to 33 additional permits in the latter half of 2026—or in the FY 2027 budget generating another **$49,500.**

-Other later FY 2027-28 projections (next year construction season) could be up to another 110 permits generating another $165,00.

For Calendar Year 2026: Projections up to $85,500 (with $36,000 already collected).

For Calendar Year 2027: Projections up to $165,000.

5- Currently suggest the City distribute a lump sum abatement of two separate amounts for the two separate County programs.

Proposed City Property Tax Abatement Examples: (this is not decided yet, nor have total number of qualified applicants been determined until the end of Dec 2026.)

- 75 Applicants in 'Circuit Breaker Program' @ $700 each = $52,500.

- Plus another 75 Applicants in 'County Program' @ $400 each = $30,000.

- **Total 'Sixth Amendment' money used for Proposed Abatements = $82,500.**

In 2025, Wasatch County qualified approximately 146 applicants in Heber City for the low income property tax abatement program. We would plan for 150 qualified applicants in January 2027 at this point—or when money are available. The Council can also consider lowering the Abatement amounts to reflect current money available in January 2027.

CONCLUSION

Recommend approval.

EXHIBIT A. PROPOSED CITY RESOLUTION 2026 -19, A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS.

EXHIBIT B. PPT PRESENTATION ON RESOLUTION 2026-19

EXHIBIT C. WASATCH COUNTY RESOLUTION 25-03

EXHIBIT D. FORM TC-90H HOMEOWNERS TAX CREDIT APPLICATION

EXHIBIT E. FORM TC-90CY LOW-INCOME ABATEMENT AND HOMEOWNER'S TAX CREDIT APPLICATION

Exhibit A

HEBER CITY RESOLUTION 2026-19

A RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENTS TO QUALIFYING HEBER CITY SENIORS

WHEREAS, housing costs and associated property taxes in Heber City increased significantly in this decade; and

WHEREAS, City utility rates also increased with more projected future increases, and

WHEREAS, the Heber City Council desires to help qualifying City seniors with primary residences afford their property taxes through property tax relief, and

WHEREAS, in accordance with Utah Code Annotated 59-2-1347, 59-2-1208, and 59-2-1803 which allows Property Tax Income Relief to seniors; etc., and

WHEREAS, the City Council desires to offer additional property tax relief to senior households who qualify for the 'Circuit Breaker' Abatement Program and the Wasatch County property tax relief program per Wasatch County Resolution 25-03.

Now, therefore, be it further resolved:

Section 1. The Heber City Council expresses its intent to provide property tax relief to Heber City's seniors with primary residential property who qualify for the Utah State 'Circuit Breaker' program and the Wasatch County 'Resolution 25-03' Program at the beginning of each calendar year.

Section 2. To receive this tax relief, eligible 66+ senior citizens in Heber City who are primary residential property owners can submit an application to Wasatch County per the Utah State Tax Commission's 'Circuit Breaker' program and Wasatch County's Resolution 25-03 Abatement Program; and be qualified through Wasatch County and state code requirements.

Section 3. Qualifications for Heber City seniors to receive city property tax abatements are according to State Form TC-90H -'Utah Homeowner's Tax Credit Application', and 'TC-90cy Low-Income Abatement and Homeowner's Tax Credit Application.'

Section 4. In January of the following calendar year, after Wasatch County has qualified senior applicants, then Heber City will calculate the number of qualified senior citizen primary

residential properties in collaboration with the Wasatch County Clerk's office. Heber City will also calculate the amount of budgeted money available for the City's property tax abatement relief program from Section 6 below.

Section 5. Heber City will then distribute lump sum property tax abatements to qualified 66+ senior citizens within the City to abate their previous year's property tax. The lump sum is not meant to pay for all city and county property taxes but provide some tax relief to qualified applicants.

Section 6. Heber City will use money from the '"Sixth Amendment to the Development Agreement for the Upper Jordanelle Ridge Master Planned Community, March 3, 2026" to finance this program. See: https://hebercityut.portal.civicclerk.com/event/461/files/attachment/3329 .

PASSED AND ADOPTED THIS _____ DAY OF _____, _____
BY THE HEBER CITY COUNCIL, STATE OF UTAH.

[INSERT NAMES / VOTES]

APPROVED:

_____

Mayor Heidi Franco

ATTEST:

_____ Date: _____

RECORDER

Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: Establish Dates for the 2027 City Council Retreat
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

The intent of this agenda item is to establish the date(s) for the Heber City Council's annual retreat held in January. It's important the dates be established early to allow staff adequate time to properly prepare for the retreat. Typically, the retreat is held over two days, an evening and a full working day. The retreat is used for the governing body to review current policy and budget priorities and establish new priorities for the forthcoming fiscal year.

RECOMMENDATION

Staff recommends council establish dates in January 2027 to conduct the annual retreat.

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: Matt Brower, City Manager

EXHIBITS

None

Heber City Council Staff Report

MEETING DATE: 11/3/2026
SUBJECT: Ordinance 2026-24 Utility Standards in 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 multifamily developments from converting into condominium developments. The proposed update simplifies the Condominium Code.

RECOMMENDATION

Staff recommends Council adopt Ordinance 2026-24.

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.

The Planning Commission held a public hearing on August 25 and is recommending approval of the proposed code amendment (see attached minutes).

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 life safety 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

No identified fiscal impact.

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

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 2026-24 Utility Services in Central Heber
2. Redline Code
3. 08.25.2026 Planning Commission Meeting_Minutes_Preview

ORDINANCE 2026-24

UTILITY SERVICES FOR DEVELOPMENT IN CENTRAL HEBER

An ordinance amending the utility requirements for developments in Central Heber found in Chapter 18.117 of Heber City Municipal Code and the Heber City Standards and Specifications.

WHEREAS, Heber City has adopted a flexible approach in the Zoning Ordinance to promote new infill building types within Central Heber, such as Mixed Use Buildings, Townhomes, Flag Lots, Condominiums, Small Lots and Subordinate Dwelling Units;

WHEREAS, current utility requirements are not flexible enough to accommodate these new housing types;

WHEREAS, the Planning Commission held a public hearing and has recommended the City Council consider updating the utility requirements found within the City's Zoning Ordinance and Standards and Specifications;

THEREFORE, the City Council finds that updating the Zoning Ordinance and Standards and Specifications will further the implementation of the Goals, Policies and Intent of the General Plan, Zoning Ordinance and Central Heber Overlay Zone.

BE IT ORDAINED by the City Council of Heber City, Utah,

Section 18.117.020, 18.117.030, 13.04.240, 13.04.270, 13.08.230, and 13.32.270 of Heber City Municipal Code, and Section 00700 of the Heber City Standards and Specifications, are 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 3RD DAY OF NOVEMBER, 2026.

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

Sid Ostergaard _____ _____ _____ _____

APPROVED:

_____
Mayor Heidi Franco

ATTEST:

_____ Date: _____
RECORDER

EXHIBIT A

18.117.020 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.
3. The International Fire Code and Adopted Building Codes, verified by inspections through the Building Department and Fire Department.
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.

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.

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.

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 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. 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.

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.

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 Requirementssession 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.

1.2. 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.

~~D.~~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.

~~A.~~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:

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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:

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HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 25, 2026

DRAFT Minutes

6:00 p.m. – Regular Meeting

1. Regular Meeting:

I. Call to Order

Chairman Phil Jordan called the Planning Commission Meeting to order at 6:02 p.m. and welcomed everyone present.

II. Roll Call

Planning Commission Present:	Chairman Phil Jordan Vice-Chair Tori Broughton Commissioner Darek Slagowski Commissioner Josh Knight Commissioner Robert Wilson Commissioner Greg Royall Commissioner Robert Mckinley Commissioner Kristina Goodnough
Planning Commission Absent:	Commissioner Dave Richards
Staff Present:	Community Development Director Tony Kohler Planning Manager Jamie Baron Planning Office Admin Meshelle Kijanen City Engineering Manager Russ Funk
Staff Participating Remotely:	N/A
Also Present:	Kam Kohler
Also Attending Remotely:	Jeb

III. Pledge of Allegiance: By Invitation

Vice-Chair Tori Broughton led the recitation of the Pledge of Allegiance.

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

V. Recuse for Conflict of Interest N/A

2. Consent Agenda:

I. 07.14.2026 Planning Commission Draft Minutes for Approval

Motion: Commissioner Slagowski moved to approve the 07.14.2026 Planning Commission Draft Minutes. Vice-Chair Broughton made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice-Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 8-0.

3. Action Items:

I. Public Hearing to Consider a Sign Code Amendment regarding Signs in the Right of Way (Planning Manager Jamie Baron)

Planning Manager Jamie Baron explained the Staff Report. Please refer to the 08.25.2026 Staff Report, PowerPoint and Video for additional information through this link: https://hebercityut.portal.civicclerk.com/event/491/overview. This was a proposal to change the allowance of signs in the right-of-way. The item stemmed from the last Utah State Legislative Session, which changed to allow political signs to be located in the right-of-way. The city code had not permies temporary signs in the right-of-way. Some signs seen in the right of way could include yard sale signs or other signs of that nature, including political signs. With the amendment to the code, these signs would now be allowed in the public right of way. The City would then have the ability to regulate the size of these signs. Basically, adopt limited criteria for temporary signs.

The proposed amendment was to allow temporary signs in the right of way, with added criteria that the sign could only be four feet squared so a 2x2-foot sign. This change would be allowed in the zones where temporary signs were permitted. Chairman Jordan asked about the content of the signs in the right of way and Mr. Baron stated the signs must be treated equally and be nondiscriminative in language.

Mr Baron concluded, Staff recommended the Planning Commission hold a Public Hearing and forward their recommendation to the City Council. Chairman Jordan asked about the control of signs within a Homeowners Association (HOA) and Mr. Baron responded that HOAs may be more strict than the City with their sign regulations.

The rules and regulations of a Public Hearing were read, and Chairman Jordan opened and then closed the Public Hearing as there were no Public Hearing comments.

Commissioner Slagowski asked about a clear sight triangle with temporary signs in the right of way. Mr. Baron responded, given the height and the amount of square footage, there would not be a clear site triangle issue. Usually, a clear site triangle would be an issue with anything over three feet high; the recommendation was two feet high, or two by two (four square feet).

Motion: Commissioner Royall moved to send a Positive Recommendation for the Text Amendment, adding that the signs in the right of way can be no higher than three feet with the findings and conditions in the conclusion of the Staff Report. Vice-Chair Broughton made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice-Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

II. Public Hearing to consider a Text Amendment addressing the under grounding of existing utilities.(Planning Manager Jamie Baron)

Planning Manager Jamie Baron explained the Staff Report. Please refer to the 08.25.2026 Staff Report, PowerPoint and Video for additional information through this link: https://hebercityut.portal.civicclerk.com/event/491/overview. There was discussion at the City Council regarding a particular project that brought this Agenda Item to the City Council's attention, where they had shared some concerns. As developments had been approved in the downtown, the City had been requiring the developers to underground the utilities that would be along the frontage. At times, this had included or affected other property owners as they had their utilities tied to the same pole that needed to be buried and as poles were eliminated, it was causing a domino effect of one light pole above ground and the next one below ground and so on.

Therefore, the City Council had decided to pursue, not requiring those utilities to go underground. Ultimately, what the ordinance stated was that existing above-ground utilities would not be required to be placed underground. The Staff proposal for the Planning Commission would be to allow the temporary language to become permanent. Mr. Baron concluded, any other utilities for developments that did not already exist would continue to be placed underground. However, for subdivision or commercial projects where utility poles already existed, they would not need to underground the utilities.

Chairman Jordan opened and closed the Public Hearing as there were no public comments for the Hearing.

Chairman Jordan asked Mr. Baron about Heber Light and Power (HL&P) and what they had to say about the under-grounding of utilities. Mr. Baron explained HL&P preferred that the utility poles stay all above ground or all below ground. They did not prefer the poles to be up and down and up and down all over the city. However, HL&P had always stated the decision was up to the City. Also, HL&P had explained some of the details that the Planning Commission might find interesting, such as the cooling of wires and cost differences between under ground versus above ground.

Commissioner Wilson was concerned about wildfires that may be caused by above-ground poles.

Vice-Chair Broughton agreed and stated the City needed to plan for the future, not today and not ten years ago. Also, the fact that the City had an under-grounding of utilities in place, and now the City wanted to reverse the under-grounding requirement because it was difficult was really frustrating, and maybe it was a bureaucracy issue. An example of Fort Collins under-grounding utilities since 1948 was given. Broughton continued under-grounding utilities was not new technology and should not be that hard.

Vice-Chair Broughton continued stating, by not moving forward with not under-grounding utilities, the City would not be planning for the needs of the future. Additionally, going back to the example city of Fort Collins, they did not put the burden of under-grounding utilities on residents. Additionally, they owned their local power company the same as Heber City. Developers paid Fort Collins City, and then they used proceeds from their municipality's power to pay for the under-grounding for residents' utilities. Fort Collins also took the opportunity of owning the underground infrastructure. They also now have a fiber-optics network that makes them additional money, as well as provide a service to their residents. Broughton believed there were many ways to fund placing utilities underground without placing the burden on the residence and found the idea of stopping the requirement of under-grounding utilities frustrating.

Chairman Jordan stated, he was interested in, from a safety point of view, looking at the horizon if we might be, as Commissioner Broughton has brought up, a little more short-sighted about cost and not looking at how fighting fires might be an interesting discussion about why wires should be under grounded. Tony Kohler suggested the Planning Commission hear from HL&P as they had a complex view of the situation so they could describe their side of the equation. Mr. Kohler continued, the side of the story that perhaps the Planning Commission was not seeing was that, a small piece of the city was developed at a time, and what had ended up happening was that more poles would go up in order to provide service to all the neighbors. Now, what sounded like cleaning up the town, actually ended up making a bigger mess. Kohler continued, more poles go up, more guide wires go up, it costs a tremendous amount of money for the developer, it irritates neighbors, and does not clean up the problem.

Additionally, Mr. Kohler reminded the Planning Commission that the area for discussion was in a very low area for fire. The areas in high fire danger were and would be under-grounding utilities regardless. The City Council did not want to continue having developers and property owners incur exorbitant costs to bury power when it was not really making an impact. The HL&P had made it clear they believed there were better ways to make a dent if the City wanted to clean up the town. They had really encouraged the City to look at doing something different than what had been done in the past.
Conversations continued regarding the under-grounding of existing utilities, but all Commissioners agreed they wanted to hear from HL&P and continued the Agenda Item.

Motion: Vice-Chair Broughton moved to continue the Text Amendment addressing the Under-Grounding of the Existing Utilities and asked that Heber Light & Power come to a Planning Commission meeting and explain the issue. Commissioner McKinley made

the second.

Discussion: Chairman Jordan commented, out of respect for the conversation that was just had this evening, Staff clearly had a significant time in bringing this forward. There had been a lot of conversation at the City Council as well. Chairman Jordan respected the fact that the Planning Commission was brought in somewhat towards the end of a very long process, and the Planning Commission was purpose-built to have fresh eyes on Items. Jordan continued to speak on behalf of the public. He believed all of us were truly shocked and concerned about the amount of fires that were currently burning. Jordan stated, ultimately, the conversation that evening was trying to segregate and separate the practicalities of the change and the cost of the change from what we consider to be the life safety value of the change. When the discussions had included one block at a time, or publicly funded resources for those that could prove they did not have the resources to do the upgrade. The Planning Commission had an obligation to bring that forward.

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice-Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

III. Public Hearing to consider an Amendment to Food Trucks in the RIght of Way. (Planning Manager Jamie Baron)

Planning Manager Jamie Baron explained that with the completion of the Festival Street on 200 South, some food truck owners had moved to that location and had requested to set up and stay set up overnight. However, they would be set up in the right of way and currently, the city code does not allow for food trucks to be set up in the right of way or on public property, or to be parked overnight. The proposal would be for an exception to the code that food trucks could park on 200 South or Festival Street between Main Street and 100 West with the permission of the City. Additionally, the City had recently installed power in that area specifically so that food trucks would not need to use generators. However, the question for the Planning Commission was, can the food trucks stay set up overnight just in this area or not?

Commissioner Wilson asked fi the request was for a two or three-day event, or could the food truck owners stay parked overnight at other times with the City's permission? Mr. Kohler explained the intent was for the food trucks to stay overnight so they wouldn't have to leave and re-set up the next morning.

Chairman Jordan stated the Staff Report read, "as part of an event." Mr. Kohler commented he didn't know if the request should only be tied to an event. Commissioner Royall asked if the owners were paying rent. Chairman Jordan commented that he believed there was a contract where the food trucks paid a flat fee or a percentage of their proceeds and thought that it might be set up through their business licenses, but was not sure.

Mr. Baron confirmed that the owners did pay a fee and continued, the way that the amendment was structured, it would not be tied to events only. There was language in the

Staff Report speaking to the need for this during events. However, the current language states that as long as they have the permission from the City, the City would be aware of who would be hooking up to the City's power. The current language did not specify whether food truck owners would be allowed to events only or year-round only, or both.

Chairman Jordan clarified that the City owns the right of way in regard to the language, "The food truck should not be parked in the sales location overnight without written permission." Chairman Jordan's clarification was confirmed.

Vice-Chair Broughton commented that there needed to be more restrictions as the area could turn into a food court. Commissioner Royall asked who would be paying for the repair of the grease coming out of the bottom of the food trucks? Mr. Baron commented that the City had someone clean up the grease recently, but he was not sure who was involved with that and didn't know who had paid for the cleanup. Chairman Jordan commented that under the food permitting process for the service of food, there was a requirement for waste to be managed, including oil. Also, the owners would lose their business license if they were not taking care of their property and were not compliant with food laws.

Chairman Jordan opened and then closed the Public Hearing as there were no public comments for the Hearing.

Chairman Jordan asked if any of the Commissioners had other comments before a motion was given. Commissioner McKinley asked about the traffic impact with food trucks staying out all night. City Engineer Russ Funk commented that the City needed to make sure that there was nothing that would allow food trucks to block off the fire lane and block off the road. Mr. Funk had been assured in an earlier conversation that the language would address that concern.

The discussion continued regarding the location of 200 South, and north of the posts would be the fire line. Mr. Funk suggested the Planning Commission could add a condition that the food trucks stay outside the fire line. Commissioner Royall agreed. Commissioner Goodnough asked if they could limit the consideration to events only. Mr. Baron stated that at that time the language was not limited to events only and that the instruction from the Council was to allow overnight stays outside of events as well. However, Mr. Baron advised the Planning Commission that they could add events only to their recommendation to the City Council.

Chairman Jordan explained that the general understanding of the design of the space on 200 south was to create a festival environment. Therefore, we would be creating a food and beverage as an attraction. The idea here, was that the City would prefer to have something within the course of the entire summer season. The City would possibly be seeing four to six food trucks petitioning the City to be parked there throughout the entire summer. Mr. Jordan continued, to operate a food truck, you need a business license, and Mr. Jordan did not believe that moving food trucks to the said location would generate business. As the space had been produced to create events, Mr. Jordan didn't believe the ask was suiting the original purpose of the street if they limited food trucks to events only.

Mr. Baron responded, the intent was to create traffic in the park multiple times during the day and

throughout the entire year, as they would like the public to use the park outside of events as well. Commissioner Royall asked if they would be required to have standard operating hours because if they were only going to store their food truck on the property because they had nowhere else to park, then he would not agree with the overnight parking request.

Vice Chair Broughton stated she would have liked for the City to plan for food trucks if that was the original plan. Chairman Jordan stated the power posts were placed specifically for food trucks as that was part of the design and was always on the drawings, but how do we make sure that food trucks would not park on 200 south without being open? Chairman Royall agreed and stated, they need to have regular business hours, otherwise they would just be using the space for storage and opening at their convenience, beyond the events and during the events. Mr. Baron responded, there would be an application/agreement for the allowance of this process and the stipulations being talked about now would be within the application.

Discussion continued regarding other vendors away from 200 South. Mr. Royall wanted more clarification from the City Council regarding if the city would be charging a fee, and how much the fee was? Would it be a monthly fee? Would this be a year-long contract? Would this be just for events? Would the City require the food trucks to be open at other required times of the day? Mr. Royall's concerns included the rules for these food trucks on 200 south and the rules for other food trucks throughout the city and problems with the different sets of rules that could be created. Also, that food trucks on 200 South would only be storing their equipment at the City's expense and that the food truck owners would not be required to clean up oil spills and other leaks from their trucks. Commissioner Slagowski expressed a concern regarding whether the food trucks needed to be moved for a different type of event. What would be the process for the removal?

Chairman Jordan commented, if the City was not retaining the right to remove the food trucks for whatever purpose, then that would not be good management. Chairman Jordan spoke to Commissioner Royall's concerns about cleanup, stating that the food permitting process was rigid about the treatment of waste, inclusive of any waste around during the time of closure, including oil, even during the event. If the vendors were not appropriately maintaining the waste trooper baskets around them, they would lose their permits as the food department monitors waste very well.

Commissioner Royall disagreed, as over the last week a lot of time was spent power-washing grease from two food trucks that had sat at the 200 South Plaza area. Mr Royall understood that the Health Department was supposed to be monitoring, but they had not, as UDot had received several complaints about the food trucks and the lack of clean-up.

Commissioner Jordan stated he believed the conversation was less about rights and more about management. Commissioner Jordan believed the concerns of the Planning Commission were not about how the area had been designed and built, but for the management for it to be used by food trucks seven days a week, 24 hours a day, 52 weeks a year. As Commissioners, they had the right to express their concerns about Land Use and the management of the food trucks. Commissioner Jordan recommended that the Planning Commission make a motion with their concerns in the language of the motion.

Commissioner McKinley commented that the City's intent was to make the area into a really nice

park venue, but then to place all the food trucks on the north side, did not make sense with the intent of the aesthetics, particularly with the problems mentioned that may come with the food trucks. McKinley continued, it was one thing to have an event to draw in the public, but having them there all the time was counterintuitive.

Commissioner Slagowski commented that the Planning Commission needed more rules and regulations put in front of them regarding what the food truck owner's requirements on the contract would look like before they made a motion.

Motion: Commissioner Slagowski moved to continue the proposed amendment to Food Trucks in the Right of Way as the Planning Commissioners needed more information regarding the requirements of the food truck owners, including business hours and other rules and regulations the owners would be required to follow before the Planning Commission can move to a recommendation on this Land Use. Commissioner Royall made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

IV. Public Hearing for a proposed amendment to the Standard Specifications and Heber City Code regarding water and sewer connection standards for Flag Lots, Commercial and Residential Condominiums, Townhomes and Subordinate Dwelling Units and other individually owned units.(Community Development Director/Tony Kohler)

Community Development Director Tony Kohler and City Engineer Russ Funk explained the Staff Report. Please refer to the 08.25.2026 Staff Report, PowerPoint and Video for additional information through this link: https://hebercityut.portal.civicclerk.com/event/491/overview. Mr. Kohler explained the purpose for the Agenda Item was to hold a Public Hearing to amend the City's Development Code and Standard and Specifications. The Item was also related to the Central Heber Overlay Zone (CHOZ). The objective was to apply the Standards and Specifications where they belong and keep the Development Code out of those details. Mr. Kohler stated they would also be discussing condominiums as that would be a big part of the discussion and had invited Kam Kohler to participate as he was wanting to convert apartments into condominiums.

Mr.Kohler continued, one of the challenges of converting the apartments to condominiums was that the City Ordinance had been structured over time to only address single-family dwellings. Mr. Kohler would also be addressing flag lots as they were different from a single-family dwelling. Mr. Kohler summarized the changes. City Engineering Manager Russ Funk explained the needs from the Engineering Department: The current code stated each individually owned parcel had to have its own

water, sewer, and pressurized irrigation connection. Therefore, residents were not allowed to share water, sewer, or pressurized irrigation connections unless they owned an apartment, meaning if there was one owner (like an apartment building) the utilities may be shared. If there were separate owners (like single family homes), the utilities could not be shared. However, the process would not work with the new CHOZ. The purpose for the proposed Agenda Item and Public Hearing was to allow for some changes to the existing single-family structures to share utilities when converting to apartments or condominiums.

Commissioner McKinley asked where in the ordinance would it explain a private sewer line or private water line. Does that mean, instead of having a subordinate unit previously installed, that now the utilities would be allowed to connect to an existing system? Mr. Funk answered the CHOZ allowed for a flag lot and even a double flag lot to be built on a lot with an existing single-family home. The new ordinance would allow one sewer line to be used for additional owners.

Commissioner Slagowski asked if one owner owned all three lots, could only one line be used for utilities for all three? Mr. Funk explained, the existing code did not work well with the new CHOZ and the goal was to make adjustments so the CHOZ and the utilities would work better together. Mr. Funk gave an example of a building with three different apartments within the building. All apartments used one water, one sewer and one pressurized irrigation service. The existing code would say, if the owner wanted to condominiumize the apartments and sell them off to different owners, he would need to have individual services for all of the units. The new code would allow, with certain conditions, for the owner to share those services. Some of those conditions would be to have an HOA, or have another agreement that outlined how the ownership of those would be managed and how billing would be properly set up with the City.

Mr. Kam Kohler approached the Planning Commission and explained that he had been providing residential rentals in the valley for 35 years. Now he wanted to sell the individual apartments to his long-term renters at one of his apartment buildings. Mr. Kam Kohler explained there were three apartments in the building and some of the tenants had expressed the desire to stay in Heber City but could not afford a home and hoped they could purchase their apartment. In doing so, Mr. Kam Kohler would have to spend an exorbitant amount of funds to separate the utilities to conform with the current code which would make purchasing the apartments for the tenants unattainable. With the new proposed code, he would be able to sell possibly two apartments, to two different families in the community.

Chairman Jordan asked if Mr. Kam Kohler would be willing to be one of the tenants if all the apartments did not sell. Mr. Kam Kohler stated he would be one of the tenants. Jordan commented that the agreement would then be a condominium association. Jordan asked how it would be possible to share costs without having separate meters? A discussion continued regarding costs of shared utilities and how that would work. Basically, it would be like any other HOA that has common expenses.

Mr. Funk clarified, the exceptions to the proposed code include the requirement for an HOA or property owners'association or another agreement. Commissioner Slagowski asked if it would be allowed to split the water line and have three meters on one water line? Mr. Funk explained, the City would recommend to potentially sub meter, but that would not be required. What would be

required was individual shut off valves and backflow prevention devices for culinary water.

Chairman Jordan asked Mr. Funk that since his recommendations did not get placed in the packet for the Agenda Item, would it be a problem to have the Public Hearing and possibly make a recommendation to City Council. Mr. Funk commented that changes are commonly made according to the Planning Commission discussion, and the Planning Commission could also make a motion stating a condition of engineering recommendations which had been explained in the meeting, all agreed.

Chairman Jordan opened and closed the Public Hearing as there were no Public Hearing comments.

Commissioner Royal asked about the back units ownership and who maintained the yard at that time. Mr. Kam Koher responded the yard was split in half with separate ownership and each owner had maintained their own portion of the lawn with separate irrigation units. Commissioner Slagowski asked if all the units were sold, who would be in charge of the HOA? Mr. Kam Kohler explained the three owners would make that decision.

Mr. Russ Funk clarified, the code talks about having a property ownership association, although he had added an asteric by that term that clarified; reciprocal easements or agreements or other similar documents, which clearly define ownership and maintenance responsibilities for shared improvements may be used instead of established property owners associations when no other reason exists for the property owner associations and when specifically approved by the city attorney. The owners would only need to have something that was recordable and defined how their agreement would be set up.

Motion: Commissioner Slagowski moved to send a Positive Recommendation to the City Council for the proposed Amendment to the Standard Specifications and Heber City Code regarding water and sewer connection standards for Flag Lots, Commercial and Residential Condominiums, Town homes and Subordinate Dwelling Units and other individually owned units, adding the City Engineer's recommendations and survives any change of ownership. Commissioner McKinley made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice-Chair Broughton and Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

V. Public Hearing to consider Text Amendment to Heber City Code Chapter 18.110 Telecommunications Ordinance. (Community Development Director/Tony Kohler)

Community Development Director Tony Kohler explained the Staff Report. Please refer

to the 08.25.2026 Staff Report, PowerPoint and Video for additional information through this link: https://hebercityut.portal.civicclerk.com/event/491/overview. Mr. Kohler commented there would be a Public Hearing after the Staff Report. The Planning Commission and Staff had discussed the height of telecommunications towers and increasing that height. Mr. Kohler walked the Commissioners through the summary of the ordinance changes. New monopoles would be set back 300 feet from any existing dwelling and at least 150% of the height of the monopole from the nearest residential lot line. They were also proposing new height limits of 80 feet in zones that typically have had 65 and 35 feet monopoles for the purpose of multiple carriers and fewer poles. Whereas the shorter the poles, the fewer the carriers and the more poles were needed.

Chairman Jordan asked if the changes of 80 feet would be applied to all residential zones? Mr. Kohler confirmed that was the request. Vice-Chair Broughton asked, the code still had one mile between the poles, correct? Broughton's comment was confirmed by Mr. Kohler.

Mr. Helmuck Stempler introduced himself. Mr. Stempler was interested in placing a monopole in the cometary and had an interest in the Agenda Item and was asked to attend and comment on the Item. Mr. Stempler stated the Item would be a Conditional Use, allowing conditions to be placed on individual monopole applications. The idea was that the City would still have the ability to adjust and make comments and decisions based upon this being a conditional use application. Therefore, regardless of wherever a tower would be placed, City Council would still have the ability to hear the public and decide basically whether it met requirements or not. For example, even if the height were increased, City Council would have the ability to say no to the height based upon public comments or whatever factors may be at the time.

Chairman Jordan expressed his concern about defaulting to 80 feet without the public being notified and asked for notification requirements for a conditional use. Mr. Jamie Baron commented there were no public notice requirements for a Conditional Use permit. However, the Planning Commission could request a required public notice to the City Council for a Conditional Use. However, the reason the City did not publicly notice an Administrative Item, which a Conditional Use is an Administrative Item, was because if the applicant had met all the criteria of the code this body nor the public can say whether they like it or not. Because an Administrative Item was a checkbox Item. If the applicant has met all the criteria of the code, the body has a legal obligation to approve their application. Noticing an Administrative Item gives the public a false sense that they have a say in whether the Item was approved or not or to alter the approval, which they cannot.

Mr. Baron continued, this particular Item was not in the Administrative realm; it was a legislative Item and the public was encouraged to share their thoughts and opinions on legislative Items not after the Item becomes Administrative. Mr. Baron asked the Commissioners to consider that if they changed the height, an applicant could make an application and, ultimately, if it met the criteria of the code, they would need to approve the application even if they did decide to include, in this amendment, additional noticing to the public. However, there was still an obligation by the City to grant the rights to the property owner, regardless of what the public had to say.

Chairman Jordan opened and closed the Public Hearing as there were no Public Hearing comments.

Commissioner Goodnough asked if noticing went to the public for any other Administrative Items. Mr. Baron explained that because of the confusing message it sends to the public and with the advice of the Umbudsman, the City no longer sends out notices to the public for Administrative Items.

Motion: Commissioner Royall moved to approve the Item with the findings and conditions as presented in the conclusion above in the Staff Report. Commissioner Slagowski made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Commissioner Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

4. **Work Meeting: N/A**

5. **Administrative Items: N/A**

6. **Adjournment:**

Motion: Commissioner Slagowski moved to Adjournment:. Commissioner Royall made the second.

Discussion: N/A

Voting Yes: Commissioner Slagowski, Chairman Jordan, Commissioner Wilson, Commissioner Royall, Commissioner McKinley, Vice-Chair Broughton, Commissioner Goodnough. **Voting No:** None. The Motion Passed 7-0.

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Meshelle Kijanen, Administrative Assistant