



EAGLE MOUNTAIN CITY COUNCIL MEETING

NOVEMBER 19, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

This is an opportunity to provide information to the City Council. These items are for information only and do not require action by the City Council.

1.A. DISCUSSION - Unified Fire Service Area Tax Rate

1.B. DISCUSSION - Stormwater Code Changes and Rate Study

2. AGENDA REVIEW

The City Council will review items on the Consent Agenda and Policy Session Agenda.

3. ADJOURN TO A CLOSED SESSION

The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit your comments to three minutes each.)

8. CITY COUNCIL/MAYOR ITEMS

Time has been set aside for the City Council and Mayor to make comments.

9. PROCLAMATION

9.A. PROCLAMATION - A Proclamation of Eagle Mountain City, Utah, Proclaiming November 30, 2024, as Small Business Saturday.

CONSENT AGENDA

10. BOND RELEASES

10.A. Cleverley Court Plat A - Into Warranty

10.B. Parkway Fields Phase B, Plat 2 - Into Warranty

11. MINUTES

11.A. October 30, 2024 Minutes - Special Joint Work Session

11.B. November 6, 2024 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

12.A. MASTER SITE PLAN - Firefly NPA 8 Phase A Plat 8

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Rush Creek Properties, LLC for the Acquisition of Right-of-Way for the Mid Valley Road Extension.

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Non-Standard Transportation Impact Fee for QTS.

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.

BACKGROUND: *(Presented by Planner Elizabeth Fewkes)* The proposed amendment implements the Moderate Income Housing Strategy 5: "Demonstrate implementation of any program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing." This strategy was adopted by the City Council to fulfill MIH requirements per Utah State Code Section 10-9a-403.

15. LEGISLATIVE ITEMS

15.A. UPDATE - Legislative Priorities List

16. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

17. COMMUNICATION ITEMS

17.A. Financial Report

17.B. Upcoming Agenda Items

18. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 14th day of November, 2024, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

To: Mayor and City Council
From: Terrence A. Dela Peña – Finance/Management Analyst
Date: November 19, 2024
Subject: Proposed Stormwater Code and Rate Study 2024



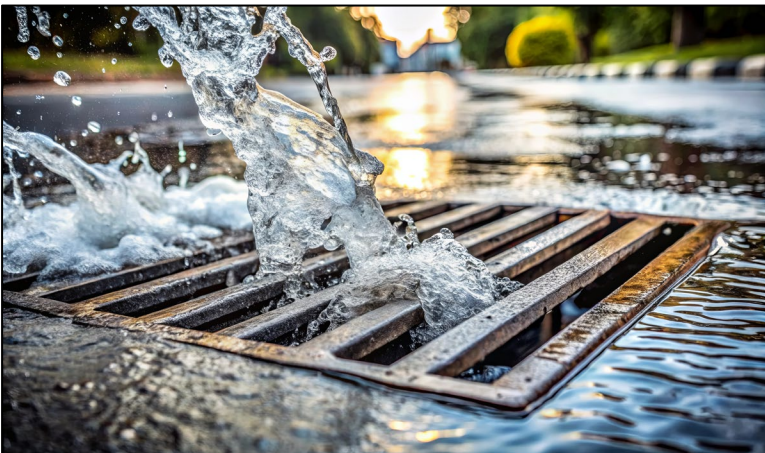
BACKGROUND

Eagle Mountain City's current stormwater code includes outdated billing and Equivalent Residential Unit (ERU) calculations. The Stormwater Fee was last amended in 2022. Since then, rapid growth and aging infrastructure have presented challenges, particularly in managing runoff from certain areas in the city and ensuring system maintenance; this division is understaffed with three full-time employees. In response, city staff conducted a thorough review, proposing amendments to the stormwater code and evaluating a rate study to assess the financial needs in operations and addressing aging infrastructure needs in the next few years.

ANALYSIS

Key areas of focus in the proposed code include:

- **ERU Definition:** Adjustment of one ERU to equal 4,000 square feet of impervious surface (up from 2,500 sq. ft.). City Staff analyzed 250 random single-family housing units with small to big lot sizes and measured their impervious surface area. The average impervious surface area from 250 random housing units in our city was about 4,000 impervious surface area.
- **Fee Structure:** All residential users are paying 1 ERU, and non-residential users were paying either 1 ERU or nothing to the Stormwater Fee. To address this, all residential units will be assigned to 1 ERU, which equals 4,000 sq. ft. of impervious surface. All non-residential users shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel. The current stormwater Fee is \$8.25 per ERU.
- **Appeals Process:** Clear, structured appeals for adjustment or exemptions in stormwater charges, now incorporating a three-tier appeal process through the City Engineer, Public Works Director, and a final appeal to the City Council.



The Stormwater Division is in need of personnel and equipment to help them address the pressing issues in certain flooding areas, replace aging infrastructure, and develop an improvement and maintenance plan that will help the city to be in the best position when it comes to managing the stormwater system.

The updated rate study highlights the need for new personnel, such as stormwater jet operator, inspector, and technicians, along with critical equipment, including jet truck, camera truck, and skid steer.

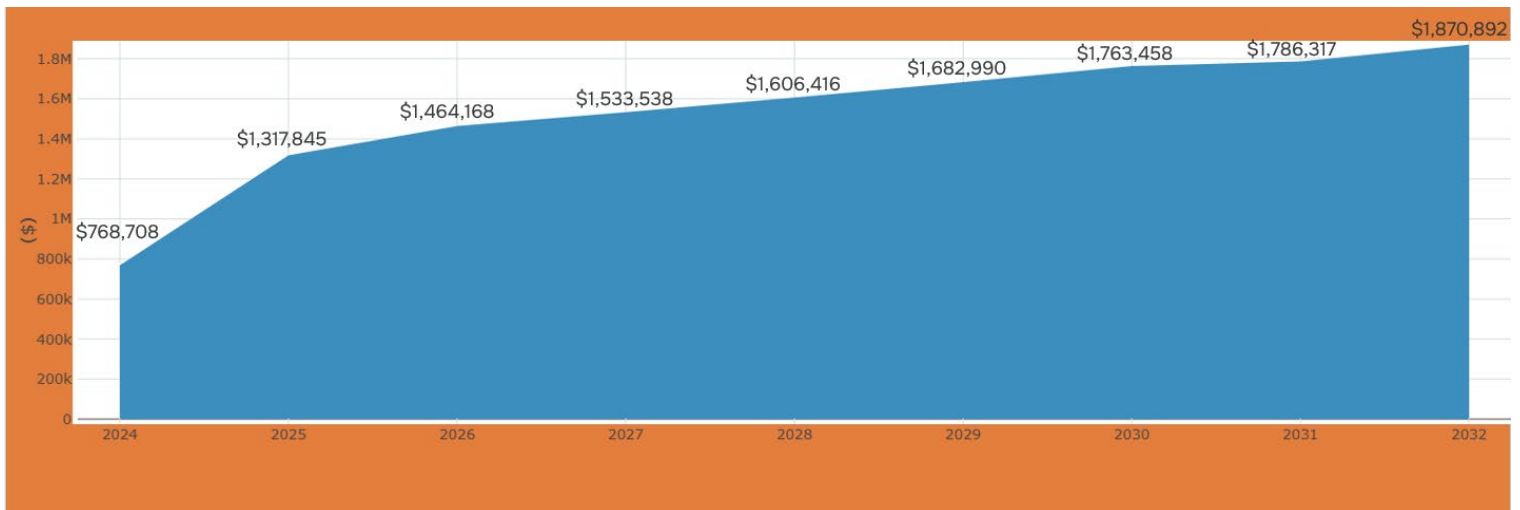
OPERATING & MAINTENANCE

This area chart shows Operating and Maintenance Expenses over a 9-year window for Eagle Mountain City, UT. We derive these expenses from actual historical data, plus projected expenses with an average inflation rate of 4.7%. The list of personnel and equipment needs is listed in Figure 1.

Figure 1 – Personnel & Equipment Needs



Figure 2 – Operation and Maintenance Costs



This chart shows the fiscal impact of adding new personnel and purchasing equipment for the Stormwater division. This is based on the current analysis of operational expenses. Be aware that this might change if, for example, there is a big expenditure item other than is expected or a fluctuating inflation rate that can trigger higher prices for equipment and materials.

CAPITAL EXPENSES

Eagle Mountain City is currently working on updating its Capital Improvement and Maintenance Plan and Master Stormwater Plan. As for this rate study, a few projects are identified, and once we have updated these plans, we will be able to put some of these costs in the model, which will help us find ways to fund these improvements needed in our city.

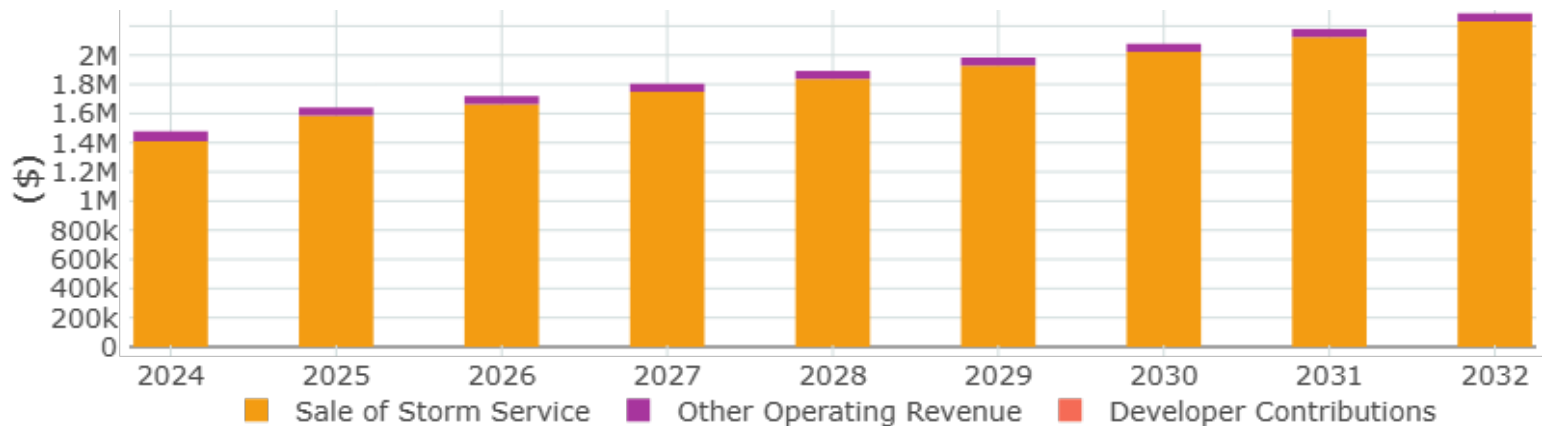
Figure 3 – Capital Expenses



REVENUES

This column chart shows the various sources of revenue for Eagle Mountain City, UT, and how they change over a 9-year period. Revenue predominantly comes from the Sale of Sewer Services which is the Stormwater Fee.

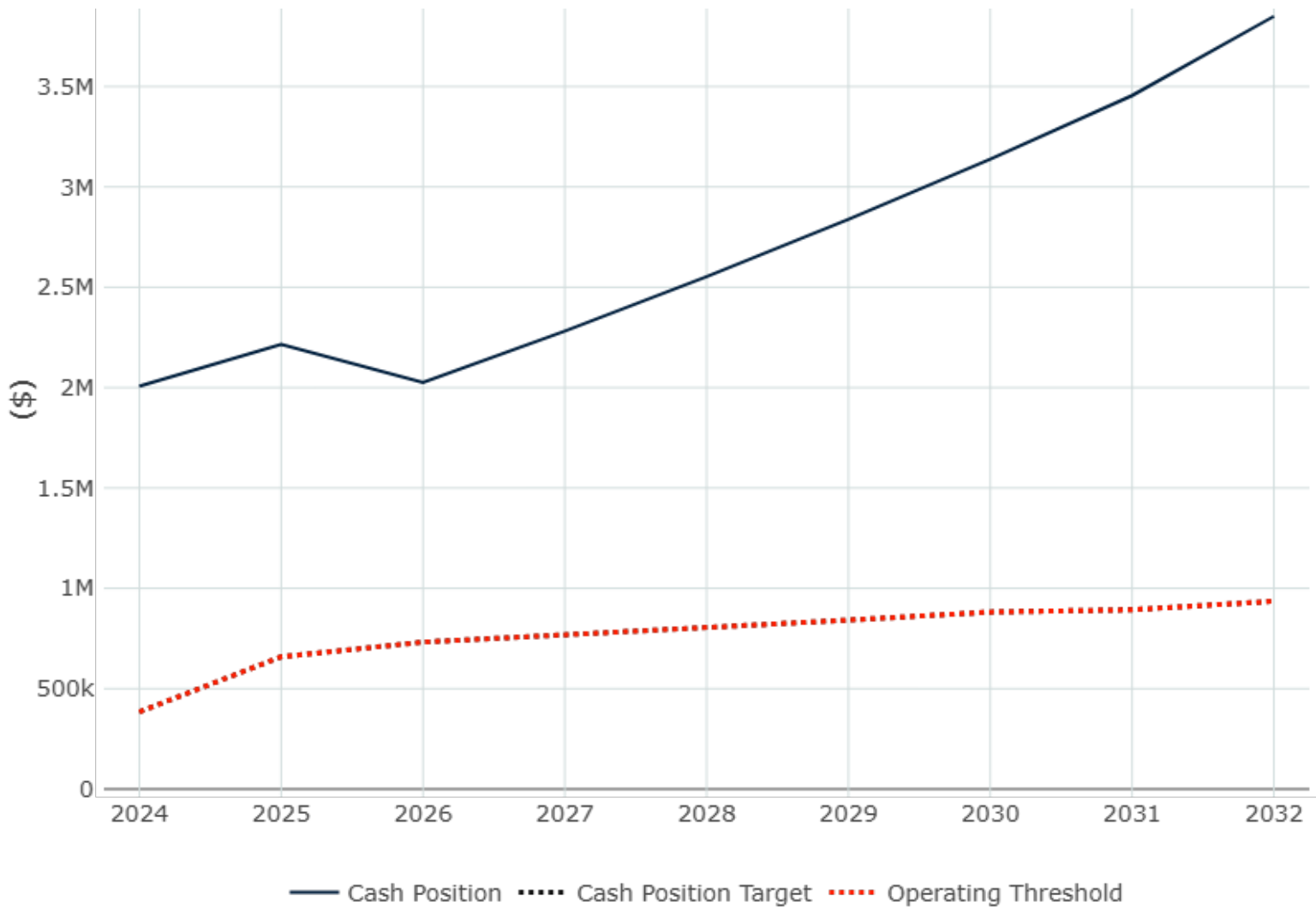
Figure 4 – Revenues



CASH POSITION

Based on expenses and revenues modeled over 9 years, the black solid line (Cash Position) in this chart indicates projected cash available to Eagle Mountain City, UT, over time. When the Cash Position line trends upward, that shows total revenues exceed the combined total of operating, capital, and debt service expenses for that year. When trending downward, the Cash Position line indicates the system receives less cash than it spends. We also show an Operating Threshold line, indicating the lowest cash levels allowed to operate the system.

Figure 5 – Cash Position

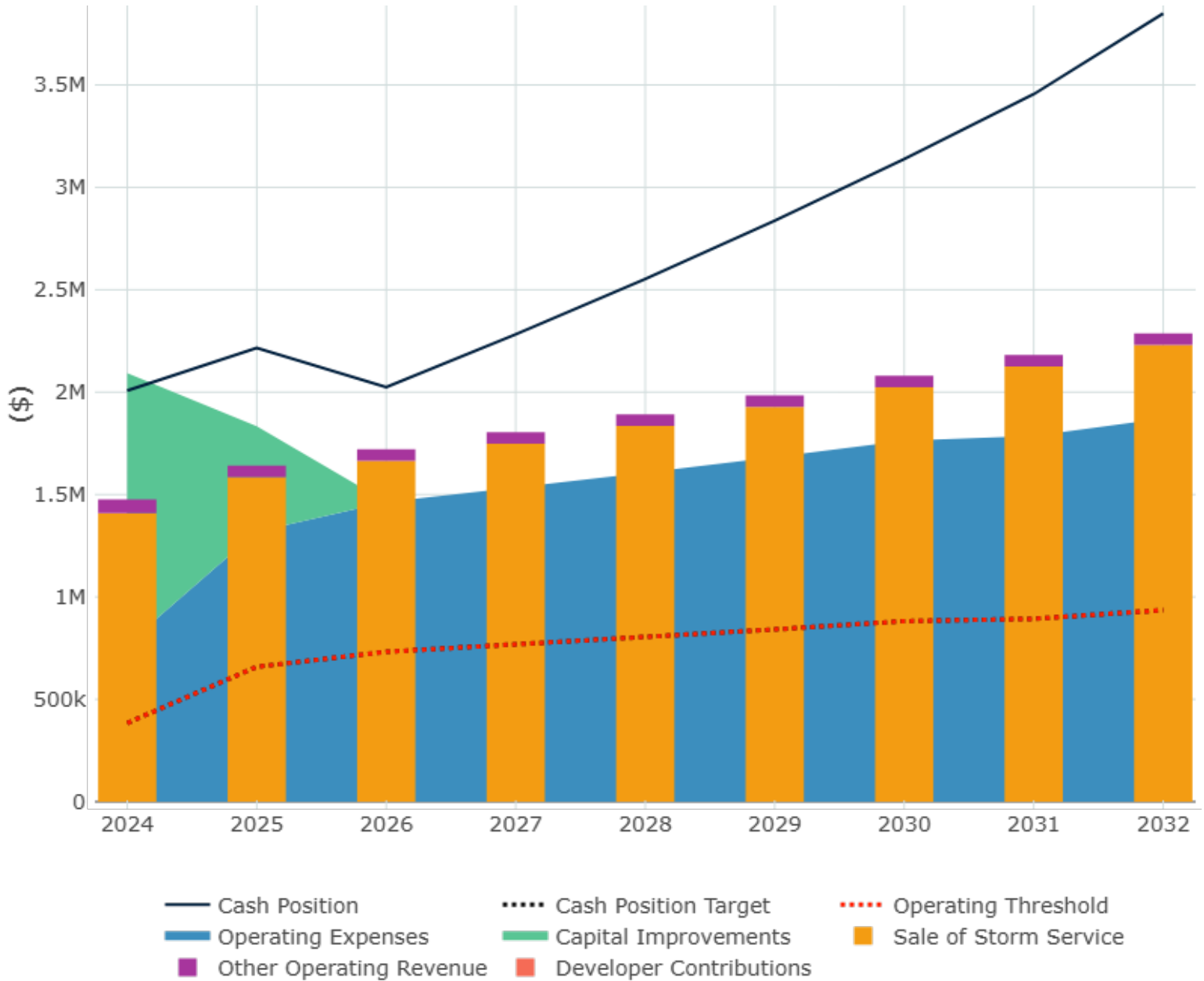


The Cash position shows the cashflows from year to year based on revenue and expense projections. Keep in mind that depreciation is not accounted for in this graph. It might show that we have an upward trend of cash flow, which is good in terms of managing the Stormwater Fund, but we still need to account for depreciation, which can help us fund the replacement of aging infrastructure and any maintenance measures the city needs to do with the stormwater system.

FINANCIAL MODEL

This dashboard for Eagle Mountain City, UT, shows a 9-year window with stacked expenses as area, revenue sources as columns, and various cash amounts as lines.

Figure 6 – Financial Model (Overall Picture)



By evaluating the Stormwater Fund, adding new personnel and equipment requests will be covered by the current Stormwater Fee of \$8.25 per ERU. These new costs will be covered by the potential; revenue that will be generated from the payments of non-residential users. This will ensure that both residential and non-residential users will be able to pay their fair share when it comes to balancing the operational and maintenance costs for the Stormwater system.

OPTIONS

1. Approve the recommended code changes and rate structure: Ensure sufficient funding and update the code to meet the city's stormwater needs.
2. Amend the code changes and rate structure: Potential adjustments could be made based on Council feedback, which may require further analysis to ensure revenue adequacy.
3. Decline the code changes and rate study approval: Continuing under the current code and rates may underfund critical infrastructure and personnel needs, potentially impacting service quality and long-term system management.

RECOMMENDATION

Staff recommends that the City Council adopt the proposed changes to Eagle Mountain City's Stormwater Code and approve the updated rate structure as outlined in the recent Stormwater rate study.

ITEMS FOR CONSIDERATION

The proposed Stormwater Code amendments and rate study aim to find ways to meet the personnel and equipment needs of the Stormwater division. In our analysis, we find that developing fair and equitable rates that will be shared by residential and non-residential users will be able to cover the requested items.

Even though the financial model shows a good trend, the scope of the model only covers the operations and maintenance expenses. We will need to re-evaluate this rate study once we get more information on the Stormwater Master Plan and Improvement and Maintenance Plan which can impact our Financial Model with projected capital expenses.



Chapter 13.75
EAGLE MOUNTAIN CITY STORM WATER ORDINANCE

13.75.030 Definitions.

...

O. “Equivalent residential unit (ERU)” means a configuration of development, or impervious surfaces on a parcel, contributing runoff to the city’s storm water system or which represents the estimated use of the system that is approximately equal to that contributed by a single-family residential parcel. A single-family residential parcel has been determined to contain an average of ~~2,500~~ 4,000 square feet of impervious surface. One ERU is equal to ~~2,500~~ 4,000 square feet of impervious surface area.

P. “General construction storm water permit” means a permit required by the Utah Department of Environmental Quality, Division of Water Quality.

Q. “Hot spot” or “priority area” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in storm water.

R. “Illicit connections” means illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system.

S. “Illicit discharge” means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted.

T. “Impervious surface” means any hard surface, other than an undisturbed natural surface, that prevents or retards the absorption of water into the soil, or that causes water to run off the surface at a rate or quantity greater than that of the natural surface. Common impervious surfaces include, but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, and storage areas.

~~T~~U. “Irrigation ditches” means gravity irrigation ditches used by irrigation shareowners having a right of water passageway by ROW, easement or prescription.

...

13.75.070 System of rates and charges. Stormwater Utility Fee.

A. ~~Imposed. There are hereby imposed~~ A storm water ~~service~~ utility fee ~~rates and charges~~ is imposed on each ~~developed~~ parcel of real property within the city ~~with impervious surfaces that contribute runoff or benefit from the storm water system., except~~ This ~~excludes~~ governmentally-owned streets and storm water facilities operated and maintained by ~~the city, county, or state for, the county~~. The charges shall fund the administration, planning, design, construction, water quality ~~program~~~~ings~~, operation, maintenance, and repair of existing and future storm water facilities.

B. ERU. The fee shall be based on the number of equivalent residential units (ERU) contained in the parcel. One (1) ERU equals 4,000 square feet of impervious surface area. The fee shall be established and periodically adjusted by ordinance or resolution and will be listed on the Eagle Mountain City Consolidated Fee Schedule.

C. Calculation. Each residential unit shall be assigned one (1) ERU and shall pay a base rate of one (1) ERU. All non-residential parcels shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel.

~~Unless otherwise set forth in the city's consolidated fee schedule, the utility's storm water service charges are as follows:~~

~~1. Single-family residential parcels shall constitute one ERU and are charged \$3.00 per month.~~

~~2. Multifamily parcels including zero lot line subdivisions and condominium units shall constitute 0.75 ERUs per residence and are charged \$2.25 per month.~~

~~3. Undeveloped Parcels. Undeveloped parcels shall have no charges assessed against such parcels.~~

~~4. Other Parcels. The charge for all other developed parcels shall be based upon the total square feet of parcel area surface multiplied by 0.75, which shall be rounded to the nearest whole number to calculate serviced acreage. One ERU is equal to 0.75 acres of serviced area. The actual total monthly service charge shall be determined by multiplying the total ERUs of serviced area for a parcel by the monthly rate of \$3.00.~~

~~5. Credit for On-Parcel Mitigation. Nonresidential parcels having constructed on-parcel storm water detention or retention facilities are eligible for a pro rata service reduction to the owner of the parcel upon demonstrating that the amount of storm water actually released from the parcel to the city system is no greater than the amount released from a residential dwelling unit.~~

~~6. Nonservice Abatement. A parcel which is not directly served by the storm water utility shall be entitled to an abatement of the service charge for said parcel. In order to receive such abatement, the owner, or the owner's agent, shall apply, in writing, to the public works director, or the director's designee. [Ord. O-20-2022 § 2 (Exh. A); Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].~~

13.75.090 Appeal of charges: for Exemptions or Credits.

A. Appeals to Be in Writing. Any person or entity believing that calculations for assigning ERUs were performed erroneously may express such belief to the City Engineer. Such expressions shall be submitted in writing and shall include a survey prepared by a registered land surveyor or professional engineer showing the total property area of the parcel, the impervious surface area of the parcel, and other features or conditions that may influence the hydrologic response of the property. The City Engineer or designee shall work with the person or entity to resolve the issue.

B. Appeal to Public Works Director. If the resolve cannot be reached by the City Engineer or designee, an appeal may be made to the Public Works Director. The appeal shall be in writing and shall be made within ten (10) days of the City Engineer's adverse decision. The Public Works Director may decide to hold a hearing for the appeal or may resolve the appeal based upon written submissions. The Public Works Director shall decide the appeal within ten (10) days of the receipt of the appeal.

C. Appeal to City Council. If the person or entity is not satisfied with the decision of the Public Works Director, a further appeal may be taken to the City Council. The decision of the City Council shall be final and binding on all parties.

~~A Single-family and duplex parcels larger than 0.25 gross acres, but having less than 3,000 square feet of impervious surface, may request a reduction of service charges to the level of \$3.00 per month.~~

~~B. Any owner or person who considers the city's storm water utility fee charge applied to their parcel to be inaccurate, or who otherwise disagrees with the utility~~

~~rate determination, may apply to the director for a service charge adjustment. Such a request shall be in writing and state the grounds for such an appeal.~~

~~C. Any appeal under this chapter shall be filed in writing no later than 20 days after said billing. Any subsequent appeal shall be brought within 20 days after the date of the appealed decision.~~

D. Right to Judicial Review ~~C.~~ Nothing in this chapter shall be construed to grant a right to judicial review which does not otherwise exist at law. [Ord. [O-20-2022](#) § 2 (Exh. A); Ord. [O-02-2014](#) (Exh. A); Ord. [O-14-2010](#) § 1 (Exh. 1)].

13.75.100 Storm water permits.

A. Unless waived by the city engineer **and Public Works Director in writing** because the city engineer determines there will be no impact to the city's storm water system, every developer, property owner or business will be required to obtain a storm water permit from the city engineer in the following cases:

1. Land disturbing activity generally disturbs one or more acres of land;
2. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land;
3. Land disturbing activity of less than one acre of land, if in the discretion of the city engineer such activity poses a unique threat to water, or public health or safety;
4. Land disturbing activity that requires or involves the creation and use of borrow pits;
5. Development of a single-family home;
6. Processing of earthen materials such as top soil and gravel screening;
7. Land disturbing activity that requires the creation of an on-site storm water management facility or off-site storm water management facility to control stormwater;
8. Construction of parking lots or other similar impervious surfaces that are greater than one-tenth acre.

13.75.110 Storm water system design and management standards.

...

F. Maintenance Agreement. The owner of property served by an on-site storm water management facility must execute a maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

1. Assign responsibility for the maintenance and repair of the storm water facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
2. Provide for an **annual** inspection ~~for the purpose of to documenting document~~ maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner shall arrange for this inspection to be conducted by **the city's public works department to perform the inspection every two years or by** a qualified inspector, as defined by the Utah Division of Water Quality, who will submit a sealed report of the inspection to the city engineer. ~~If available, a property owner may elect to have the city's public works department perform the annual inspection. Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the city fee schedule.~~

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13.75.140 Existing locations and developments.

...

D. Business License. Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a storm water management plan and a management agreement. ~~Upon annual business license renewal, T~~the on-site storm water management facility shall be inspected by **the city's public works department or by** a registered storm water inspector in the state of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the city public works department **every two years and will be valid within two consecutive years for business license renewal.** ~~If available, a property owner may elect to have the city's public works department perform the~~

~~annual inspection. Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the city fee schedule.~~ Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the public works department. If the property is not maintained or repaired within the prescribed schedule, the public works department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, the cost of performing the maintenance may be filed as a lien against the property.

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13.75.070 Stormwater Utility Fee.

A. **Imposed.** A storm water utility fee is imposed on each developed parcel of real property within the city with impervious surfaces that contribute runoff or benefit from the storm water system. This excludes governmentally-owned streets and storm water facilities operated and maintained by the city, county, or state. The charges shall fund the administration, planning, design, construction, water quality programs, operation, maintenance, and repair of existing and future storm water facilities.

B. **ERU.** The fee shall be based on the number of equivalent residential units (ERU) contained in the parcel. One (1) ERU equals 4,000 square feet of impervious surface area. The fee shall be established and periodically adjusted by ordinance or resolution and will be listed on the Eagle Mountain City Consolidated Fee Schedule.

C. **Calculation.** Each residential unit shall be assigned one (1) ERU and shall pay a base rate of one (1) ERU. All non-residential parcels shall pay a multiple of this base rate, expressed in the number of ERUs, according to the measured impervious area on the parcel.

13.75.090 Appeal of charges for Exemptions or Credits.

A. **Appeals to Be in Writing.** Any person or entity believing that calculations for assigning ERUs were performed erroneously may express such belief to the City Engineer. Such expressions shall be submitted in writing and shall include a survey prepared by a registered land surveyor or professional engineer showing the total property area of the parcel, the impervious surface area of the parcel, and other features or conditions that may influence the hydrologic response of the property. The City Engineer or designee shall work with the person or entity to resolve the issue.

B. **Appeal to Public Works Director.** If the resolve cannot be reached by the City Engineer or designee, an appeal may be made to the Public Works Director. The appeal shall be in writing and shall be made within ten (10) days of the City Engineer's adverse decision. The Public Works Director may decide to hold a hearing for the appeal or may resolve the appeal based upon written submissions. The Public Works Director shall decide the appeal within ten (10) days of the receipt of the appeal.

C. **Appeal to City Council.** If the person or entity is not satisfied with the decision of the Public Works Director, a further appeal may be taken to the City Council. The decision of the City Council shall be final and binding on all parties.

D. Right to Judicial Review Nothing in this chapter shall be construed to grant a right to judicial review which does not otherwise exist at law. [Ord. [O-20-2022](#) § 2 (Exh. A); Ord. [O-02-2014](#) (Exh. A); Ord. [O-14-2010](#) § 1 (Exh. 1)].

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2. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acres of land;
3. Land disturbing activity of less than one acre of land, if in the discretion of the city engineer such activity poses a unique threat to water, or public health or safety;
4. Land disturbing activity that requires or involves the creation and use of borrow pits;
5. Development of a single-family home;
6. Processing of earthen materials such as top soil and gravel screening;
7. Land disturbing activity that requires the creation of an on-site storm water management facility or off-site storm water management facility to control stormwater;
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1. Assign responsibility for the maintenance and repair of the storm water facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
2. Provide for an inspection **to document** maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner shall arrange for this inspection to be conducted by **the city's public works department to perform the inspection every two years or by** a qualified inspector, as defined by the Utah Division of Water Quality, who will submit a sealed report of the inspection to the city engineer.

...

13.75.140 Existing locations and developments.

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D. Business License. Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a storm water management plan and a management agreement. The on-site storm water management facility shall be inspected by **the city's public works department or by** a registered storm water inspector in the state of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the city public works department. Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the public works department **every two years and will be valid within two consecutive years for business license renewal**. If the property is not maintained or repaired within the prescribed schedule, the public works department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, the cost of performing the maintenance may be filed as a lien against the property.

PROCLAMATION

A PROCLAMATION OF EAGLE MOUNTAIN CITY, UTAH, PROCLAIMING NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY

WHEREAS, Eagle Mountain City celebrates our local small businesses and the contributions they make to our local economy; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, Eagle Mountain City supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, Mayor Tom Westmoreland and the City Council of Eagle Mountain City hereby proclaim November 30, 2024 as Small Business Saturday, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

Dated this 19th day of November, 2024.

Tom Westmoreland, Mayor

Donna Burnham, City Councilmember

Melissa Clark, City Councilmember

Jared Gray, City Councilmember

Rich Wood, City Councilmember

Brett Wright, City Councilmember



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Wednesday, November 6, 2024

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Cleverley Court into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Cleverley Court

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84043
(801) 789-6671

2nd Bond Release	
Original Bond Amount:	\$ 138,290.13
Previous Release Amount:	\$ 125,328.30
Amount to Release this Period:	\$ 390.00
Amount Remaining in Bond :	\$ 12,571.83

Bond Releases Summary	
#1	\$ 125,328.30
#2	\$ 390.00
#3	\$ -
#4	\$ -
TOTAL	\$ 125,718.30

11/6/2024

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.									
a	Mobilization	1	LS	\$4,500.00	\$4,500.00	1	0	100%	\$0.00	\$4,500.00
b	Clear & Grub	14400	SF	\$0.22	\$3,168.00	14,400	0	100%	\$0.00	\$3,168.00
c	Compaction testing	1	LS	\$4,500.00	\$4,500.00	1	0	100%	\$0.00	\$4,500.00
2	ROAD & CONCRETE									
a	3" asphalt	3360	SF	\$2.85	\$9,576.00	3,360	0	100%	\$0.00	\$9,576.00
b	6" road base	3360	SF	\$1.83	\$6,148.80	3,360	0	100%	\$0.00	\$6,148.80
c	9" subbase	5720	SF	\$1.88	\$10,753.60	5,720	0	100%	\$0.00	\$10,753.60
d	30" curb & gutter	220	LF	\$27.25	\$5,995.00	220	0	100%	\$0.00	\$5,995.00
e	30" curb & gutter prep.	1	LS	\$2,650.00	\$2,650.00	1	0	100%	\$0.00	\$2,650.00
f	5' sidewalk	1100	SF	\$5.85	\$6,435.00	1,100	0	100%	\$0.00	\$6,435.00
g	6" base under sidewalk	1430	SF	\$2.33	\$3,331.90	1,430	0	100%	\$0.00	\$3,331.90
h	Cut asphalt prep.	1	LS	\$2,250.00	\$2,250.00	1	0	100%	\$0.00	\$2,250.00
i	Grading subgrade	5720	SF	\$0.24	\$1,372.80	5,720	0	100%	\$0.00	\$1,372.80
3	CULINARY WATER									
a	8" Water Main C-900	110	LF	\$67.20	\$7,392.00	110	0	100%	\$0.00	\$7,392.00
b	8" gate valve	1	EA	\$3,175.00	\$3,175.00	1	0	100%	\$0.00	\$3,175.00
c	Sand bedding	155	TON	\$24.00	\$3,720.00	155	0	100%	\$0.00	\$3,720.00
d	1" service	1	EA	\$1,833.00	\$1,833.00	1	0	100%	\$0.00	\$1,833.00
e	Connection	1	EA	\$2,650.00	\$2,650.00	1	0	100%	\$0.00	\$2,650.00
f	Blow off	1	EA	\$2,675.00	\$2,675.00	1	0	100%	\$0.00	\$2,675.00
g	Testing	1	LS	\$220.00	\$220.00	1	0	100%	\$0.00	\$220.00
h	Collars	1	EA	\$655.00	\$655.00	1	0	100%	\$0.00	\$655.00
i	Import fill	255	TON	\$19.65	\$5,010.75	255	0	100%	\$0.00	\$5,010.75
j	Spoils onto lots	222	CY	\$4.00	\$888.00	222	0	100%	\$0.00	\$888.00
4	SEWER IMPROVEMENTS									
a	8" sewer main	120	LF	\$65.00	\$7,800.00	114	6	100%	\$390.00	\$7,800.00
b	4" sewer laterals	1	EA	\$1,865.00	\$1,865.00	1	0	100%	\$0.00	\$1,865.00
c	48" Manholes	1	EA	\$6,500.00	\$6,500.00	1	0	100%	\$0.00	\$6,500.00
d	Import fill	333	TON	\$19.65	\$6,543.45	333	0	100%	\$0.00	\$6,543.45
e	Testing	1	LS	\$1,200.00	\$1,200.00	1	0	100%	\$0.00	\$1,200.00
f	Vacuum test	2	EA	\$375.00	\$750.00	2	0	100%	\$0.00	\$750.00
g	Collars	2	EA	\$655.00	\$1,310.00	2	0	100%	\$0.00	\$1,310.00
h	Stub & cap main	1	EA	\$1,100.00	\$1,100.00	1	0	100%	\$0.00	\$1,100.00
i	3/4" pipe bedding	225	TON	\$26.00	\$5,850.00	225	0	100%	\$0.00	\$5,850.00
j	Spoils onto lots	425	CY	\$4.00	\$1,700.00	425	0	100%	\$0.00	\$1,700.00
k	Connect to existing	1	EA	\$2,200.00	\$2,200.00	1	0	100%	\$0.00	\$2,200.00
TOTAL CONSTRUCTION COST					\$125,718.30					
10% Bond Coverage					\$12,571.83	Released this Period			\$390.00	
TOTAL BOND AMOUNT:					\$138,290.13					

APPROVED BY EAGLE MOUNTAIN:

Vince Hogge
Vince Hogge, P.E.

Engineering Director

11-7-2024
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

11/6/24
Date

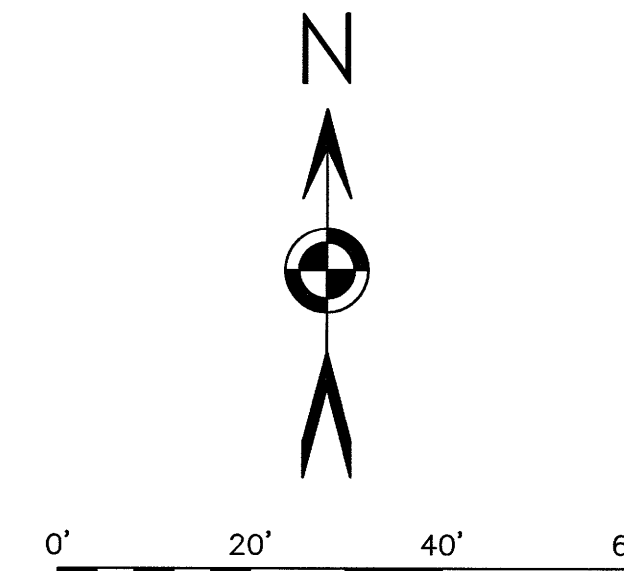
PLAT "A" CLEVERLEY COURT SUBDIVISION

PLAT CALCULATIONS:

TOTAL ACRES: 0.78 ACRES
BUILDABLE ACRES: 0.78 ACRES
TOTAL ACRES IN LOTS: 0.51 ACRES
RIGHT-OF-WAY AREA: 0.27 ACRES
TOTAL # OF LOTS: 1 LOT

LEGEND

- = SET 5/8" REBAR WITH CAP
- ⬮ = SECTION CORNER
- = LAND OWNER DEED DESCRIPTION LINE
- = SECTION LINE
- = EASEMENT
- = STREET CENTERLINE
- = DESCRIBED BOUNDARY
- XXX EAST = LOT ADDRESS



SCALE
1"=20'

NORTHEAST CORNER OF THE
SOUTHEAST QUARTER OF
SECTION 7, T6S, R1W, SLB&M
(FOUND BC)

PLAT NOTES:

- SETBACKS:
FRONT = 25'
REAR = 35'
SIDE = 10'
GARAGE SIDE = 10'
STREET SIDE = 15'

LOT DRAINAGE NOTES:

- ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.
- ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.

DALLAS & HEIDI CLEVERLEY
59:007:0122

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH
APPROVED THIS 11 DAY OF April 2024
BY: [Signature] TITLE: PGE-Construction rep II

ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN 54-3-27 THIS PLAT CONVEYS TO OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN 17-27a-603(4)(C)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
 - (4) ANY OTHER PROVISION OF LAW

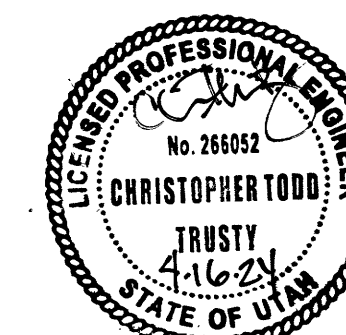
ROCKY MOUNTAIN POWER

DIRECT COMMUNICATIONS

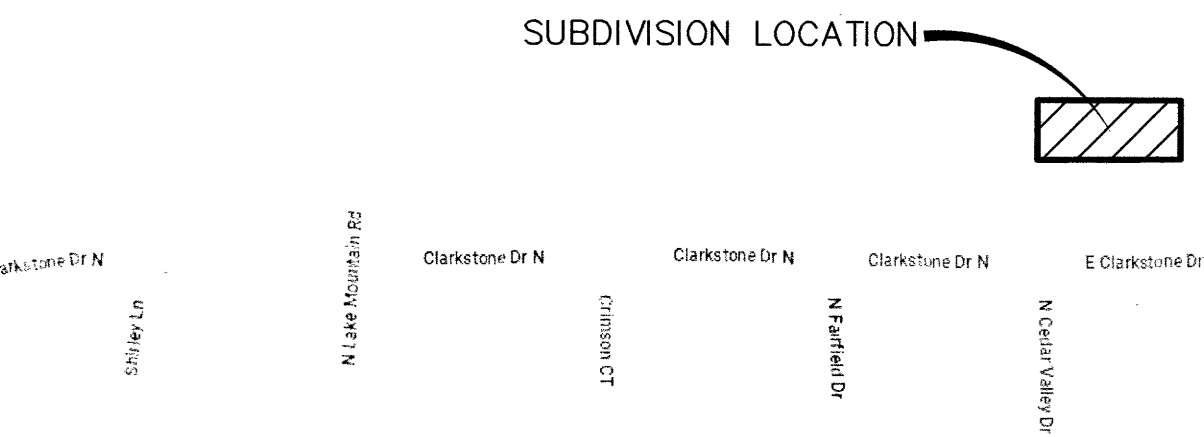
DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH No.110rfff.

[Signature]
DIRECT COMMUNICATIONS

BOWLES FAMILY HOLDINGS LLC
59:007:0123



SOUTHEAST CORNER OF THE
SOUTHEAST QUARTER OF
SECTION 7, T6S, R1W, SLB&M



VICINITY MAP
-NTS-

BOWLES FAMILY HOLDINGS LLC
59:007:0123

LOT 224, PLAT 2, EAGLE POINT,
PHASE J SUBDIVISION
38:644:0224

LOT 225, PLAT 2, EAGLE POINT,
PHASE J SUBDIVISION
38:644:0225

LOT 319, PLAT 3, EAGLE POINT,
PHASE J SUBDIVISION
38:684:0319

LOT 320, PLAT 3, EAGLE POINT,
PHASE J SUBDIVISION
38:684:0320

LUDLOW ENGINEERS & ASSOCIATES
1451 SOUTH MAIN NEPHI, UTAH 84648
VOICE (435) 623-0897 FAX: (435) 623-2381 LE 4241

CERTIFICATION

I Daryl N. Penrod, do hereby certify that I am a registered land surveyor, and that I hold a license in accordance with Title 58, chapter 22, Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 as amended, certificate no. 5331527. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, and easements, have completed a survey of the property described on this plat in accordance with Section 17-23-17, Utah code Annotated, 1953 as amended, have verified all measurements, and have placed monuments as represented on the plat.

[Signature]
DARYL N. PENROD
4-2-2024
DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES S00°07'09" W 1221.52 FEET ALONG THE SECTION LINE AND S89°41'47" W 470.06 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINES OF PLATS 2 & 3, PHASE "J" OF THE EAGLE POINT SUBDIVISION S89°41'47" W 261.72 FEET TO THE NORTHEAST CORNER OF LOT 224 OF SAID PLAT 2, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF CEDAR VALLEY DRIVE; THENCE N00°07'26" E 109.07 FEET; THENCE S89°58'30" E 261.71 FEET; THENCE S00°07'26" W 107.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.78 ACRES OF LAND.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. THE PUBLIC UTILITY EASEMENTS TO ALL UTILITY PROVIDERS, PUBLIC OR PRIVATE, TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.

Landowners signatures

[Signature]
DALLAS CLEVERLEY
[Signature]
HEIDI CLEVERLEY
June 17, 2024

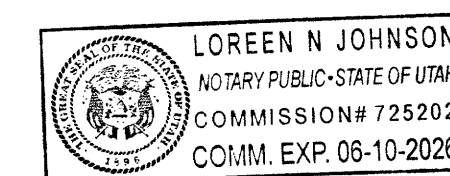
ACKNOWLEDGMENT

STATE OF Utah } s.s.
COUNTY OF Utah }

ON THE 17 DAY OF June, A.D. 2024, PERSONALLY APPEARED BEFORE ME, DALLAS CLEVERLEY AND HEIDI CLEVERLEY, THE SIGNERS OF THE FOREGOING CERTIFICATE WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 06-10-2026 [Signature]
NOTARY PUBLIC

725202
COMMISSION NUMBER
LOREEN N. JOHNSON
PRINTED FULL NAME OF NOTARY



ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS 10 DAY OF May, AD 2024.

[Signature] APPROVED BY MAYOR
[Signature] APPROVED BY CITY ATTORNEY
[Signature] APPROVED BY ENGINEER (SEE SEAL BELOW)
[Signature] ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PLAT "A" CLEVERLEY COURT SUBDIVISION

SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, S.L.B. & M.
EAGLE MOUNTAIN CITY, UTAH COUNTY, STATE OF UTAH
SCALE 1"= 20 FEET



ENT 48940:2024 MAP# 19317
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 JUL 23 11:11 AM FEE \$2.00 BY RR
RECORDED FOR EAGLE MOUNTAIN CITY



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Wednesday, November 6, 2024

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Parkway Fields phase 'B' plat 2 into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Parkway Fields phase "B" plat 2
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 539,768.33
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 48,457.18
Amount Remaining in Bond :	\$ 491,311.15

Bond Releases Summary	
#1	\$ 48,457.18
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 48,457.18

11/6/2024

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0.1	LS	\$10,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
b	Clear & grub	1701510	170151	SF	\$0.05	\$8,507.55	0	1701510	100%	\$8,507.55	\$8,507.55
c	Import fill	5455	545.5	CY	\$4.25	\$2,318.38	0	5455	100%	\$2,318.38	\$2,318.38
2	ROADWAY IMPROVEMENTS										
a	Rough grade	463540	0	SF	\$0.15	\$0.00	0	463540	100%	\$0.00	\$0.00
b	3" Asphalt Roadway	170580	0	SF	\$1.90	\$0.00	0	170580	100%	\$0.00	\$0.00
c	8" base	170580	0	SF	\$1.25	\$0.00	0	170580	100%	\$0.00	\$0.00
d	9" sub base	10385	0	TON	\$16.25	\$0.00	0	10385	100%	\$0.00	\$0.00
e	5' sidewalk	58610	5861	SF	\$6.25	\$36,631.25	0	58610	100%	\$36,631.25	\$36,631.25
f	Sidewalk prep.	58610	0	SF	\$1.50	\$0.00	0	58610	100%	\$0.00	\$0.00
g	ADA ramps & placards	12	0	EA	\$1,650.00	\$0.00	0	12	100%	\$0.00	\$0.00
h	30" Curb & Gutter modified	11725	0	LF	\$28.50	\$0.00	0	11725	100%	\$0.00	\$0.00
i	Stop signs	11	0	EA	\$400.00	\$0.00	0	11	100%	\$0.00	\$0.00
j	Street signs	11	0	EA	\$400.00	\$0.00	0	11	100%	\$0.00	\$0.00
3	CULINARY WATER										
a	8" C-900 water line	6140	0	LF	\$50.00	\$0.00	0	6140	100%	\$0.00	\$0.00
b	8" gate valve	18	0	EA	\$2,900.00	\$0.00	0	18	100%	\$0.00	\$0.00
c	8" tee	6	0	EA	\$1,500.00	\$0.00	0	6	100%	\$0.00	\$0.00
d	8" bend	7	0	EA	\$1,000.00	\$0.00	0	7	100%	\$0.00	\$0.00
e	8" loop	2	0	EA	\$6,700.00	\$0.00	0	2	100%	\$0.00	\$0.00
f	1" sampling station	1	0	EA	\$3,300.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	Stub & cap 8" main	3	0	EA	\$750.00	\$0.00	0	3	100%	\$0.00	\$0.00
h	Water collars	31	0	EA	\$600.00	\$0.00	0	31	100%	\$0.00	\$0.00
i	3/4" service	123	0	EA	\$2,100.00	\$0.00	0	123	100%	\$0.00	\$0.00
j	Fire Hydrant	13	0	EA	\$8,900.00	\$0.00	0	13	100%	\$0.00	\$0.00
k	2" blow off	5	0	EA	\$1,200.00	\$0.00	0	5	100%	\$0.00	\$0.00
l	Connect to existing	5	0	EA	\$2,500.00	\$0.00	0	5	100%	\$0.00	\$0.00
4	PRESSURIZED IRRIGATION WATER										
a	6" C-900 irrigation line	6100	0	LF	\$44.00	\$0.00	0	6100	100%	\$0.00	\$0.00
b	1" pressured irrigation single service	15	0	EA	\$2,350.00	\$0.00	0	15	100%	\$0.00	\$0.00
c	1.5" pressured irrigation double service	54	0	EA	\$4,200.00	\$0.00	0	54	100%	\$0.00	\$0.00
d	2" pressured irrigation service	2	0	EA	\$5,185.00	\$0.00	0	2	100%	\$0.00	\$0.00
e	Stub & cap 6" pressured irrigation pipe	2	0	EA	\$740.00	\$0.00	0	2	100%	\$0.00	\$0.00
f	6" PI bend	10	0	EA	\$875.00	\$0.00	0	10	100%	\$0.00	\$0.00
g	6" PI gate valve	20	0	EA	\$2,000.00	\$0.00	0	20	100%	\$0.00	\$0.00
h	2" PI permanent blowoff	5	0	EA	\$4,500.00	\$0.00	0	5	100%	\$0.00	\$0.00
i	Temp. blowoff	3	0	EA	\$1,200.00	\$0.00	0	3	100%	\$0.00	\$0.00
j	6" PI loop	22	0	EA	\$6,250.00	\$0.00	0	22	100%	\$0.00	\$0.00
k	Irrigation collars	25	0	EA	\$600.00	\$0.00	0	25	100%	\$0.00	\$0.00
5	SEWER										
a	8" sewer main	5278	0	LF	\$51.00	\$0.00	0	5278	100%	\$0.00	\$0.00
b	18" sewer main	1470	0	LF	\$214.00	\$0.00	0	1470	100%	\$0.00	\$0.00
c	60" Sewer manholes	1	0	EA	\$7,200.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	48" Sewer manholes	21	0	EA	\$5,300.00	\$0.00	0	21	100%	\$0.00	\$0.00
e	4" Sewer services	124	0	EA	\$1,525.00	\$0.00	0	124	100%	\$0.00	\$0.00
f	Manhole collars	22	0	EA	\$650.00	\$0.00	0	22	100%	\$0.00	\$0.00
g	Connect to existing	6	0	EA	\$2,200.00	\$0.00	0	6	100%	\$0.00	\$0.00
6	STORM DRAIN										
a	Connect to existing	5	0	EA	\$1,800.00	\$0.00	0	5	100%	\$0.00	\$0.00
b	12" storm drainpipe	560	0	LF	\$70.00	\$0.00	0	560	100%	\$0.00	\$0.00
c	15" storm drainpipe	1780	0	LF	\$73.00	\$0.00	0	1780	100%	\$0.00	\$0.00
d	18" storm drainpipe	2440	0	LF	\$79.00	\$0.00	0	2440	100%	\$0.00	\$0.00
e	30" storm drainpipe	460	0	LF	\$131.50	\$0.00	0	460	100%	\$0.00	\$0.00
f	72" Storm drain manhole	1	0	EA	\$8,100.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	60" Storm drain manhole	11	0	EA	\$5,400.00	\$0.00	0	11	100%	\$0.00	\$0.00
h	Combo box	18	0	EA	\$6,450.00	\$0.00	0	18	100%	\$0.00	\$0.00
i	Storm drain collars	30	0	EA	\$650.00	\$0.00	0	30	100%	\$0.00	\$0.00
j	Curb inlet box/lie in	20	0	EA	\$3,700.00	\$0.00	0	20	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$48,457.18					
Original 10% Bond Coverage						\$491,311.15					
TOTAL BOND AMOUNT:						\$539,768.33	Released this Period			\$48,457.18	

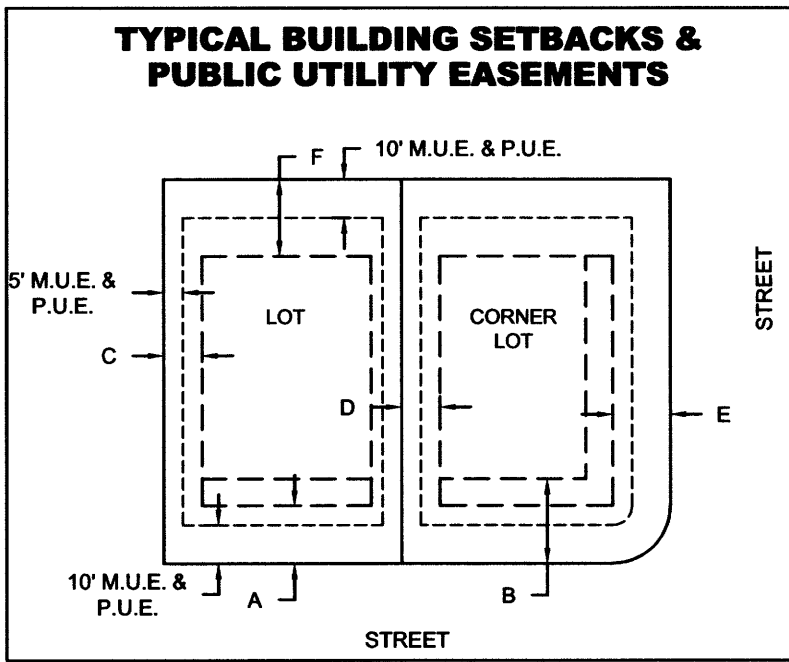
Vince Hogge, P.E.
Engineering Director

11-7-2024
Date

Robert Ballif
Engineering Tech. II

11/6/24
Date

SINGLE FAMILY LOTS	R2		R3		RC	
	LOTS 243 - 255 & 287 - 296	256 - 286, 297 - 317	LOTS 226 - 242, 256 - 286, 297 - 317	256 - 286, 297 - 317	LOTS 201 - 225 & 318 - 323	256 - 286, 297 - 317
FRONT LIVING SETBACK (A)	25 Ft	15 Ft	15 Ft	15 Ft	15 Ft	15 Ft
FRONT GARAGE SETBACK (B)	25 Ft	15 Ft	22 Ft	22 Ft	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	10 Ft	10 Ft	10 Ft	10 Ft	10 Ft	10 Ft
INTERIOR SIDE (D)	8 Ft	8 Ft	8 Ft	8 Ft	8 Ft	8 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft	15 Ft	15 Ft	15 Ft	15 Ft
REAR SETBACK (F)	20 Ft	20 Ft	20 Ft	20 Ft	20 Ft	20 Ft



DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ASSURANCE OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PREScriptive RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8522.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH
APPROVED THIS 21 DAY OF May 2024
BY: [Signature]
TITLE: [Signature]

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

Matthew C. [Signature] 5/28/2024
DIRECT COMMUNICATIONS

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO EAGLE MOUNTAIN CITY CODE SECTION 19-8A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PREScriptive RIGHTS
(3) TITLE 54, CHAPTER 66, DAMAGE TO UNDERGROUND UTILITY FACILITIES
(4) ANY OTHER PROVISION OF LAW.

Matthew C. [Signature] 5/28/2024
ROCKY MOUNTAIN POWER

SCALE: 1" = 100'

SHEET 1 OF 3

STATE OF UTAH
COUNTY OF UTAH
NOTARY PUBLIC SEAL
MATT RASBAND
COMMISSION # 716363
COMM. EXP. 06-11-2025

STATE OF UTAH
COUNTY OF UTAH
CITY-COUNTY ENGINEER SEAL
CHRISTOPHER TODD
TRUSTY
5/28/2024

EAGLE MOUNTAIN
CORPORATE SEAL

**PARKWAY FIELDS
PHASE B, PLAT 2**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

COUNTY RECORDER STAMP

ENT 4-15-11-2024 MAP 19389
UTAH COUNTY RECORDER
2024 Sep 9 04:25 PM FEE 402.00 BY AG
RECORDED FOR EAGLE MOUNTAIN CITY

APPROVED BY MAYOR
Tom [Signature]

APPROVED BY CITY ATTORNEY
[Signature]

ATTEST:
[Signature]
CLERK-RECORDER
(See Seal Below)

NOTARY PUBLIC FULL NAME: Matt Rasband
COMMISSION NUMBER: 716363
MY COMMISSION EXPIRES: 6/11/25
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE *Eagle Mountain City Council* OF *Eagle Mountain City, Utah*
COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS 3 DAY OF September, A.D. 2024

APPROVED BY MAYOR
Tom [Signature]

APPROVED BY CITY ATTORNEY
[Signature]

ATTEST:
[Signature]
CLERK-RECORDER
(See Seal Below)

CORPORATE ACKNOWLEDGMENT

BCP Development, INC.
Matthew C. [Signature]
Matthew C. [Signature]

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS PARCELS A, B, AND C AS INDICATED HEREON, TO THE PARKWAY FIELDS OWNERS ASSOCIATION, INC., WITH A REGISTERED ADDRESS OF 2940 WEST MAPLE LOOP DRIVE SUITE 102 LEHI, UT 84043.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 23 DAY OF May, A.D. 2024.

Matthew C. [Signature]
Matthew C. [Signature]

SURVEYOR'S CERTIFICATE

I, CHAD POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING ON THE NORTH LINE OF PARKWAY FIELDS PHASE C PLAT 1, DESCRIBED IN ENTRY NUMBER 78690-2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, LOCATED N00°28'02"E ALONG THE SECTION LINE 428.67 FEET AND WEST 302.15 FEET FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N89°54'05"W BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 18, T6S, R1W, SLB&M); THENCE ALONG THE NORTH LINE OF SAID PLAT THE FOLLOWING THREE (3) COURSES: N89°13'23"W 258.00 FEET; THENCE S00°46'37"W 87.94 FEET; THENCE N89°09'35"W 721.23 FEET TO THE EAST LINE OF PARKWAY FIELDS PHASE A PLAT 2.3, DESCRIBED IN ENTRY NUMBER 39642-2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE EAST LINE OF SAID PLAT TOGETHER WITH PARKWAY FIELDS PHASE A PLAT 2.2, DESCRIBED IN ENTRY NUMBER 39639-2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, AND PARKWAY FIELDS PHASE A PLAT 2.1, DESCRIBED IN ENTRY NUMBER 127984-2022, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, AND PARKWAY FIELDS PHASE A PLAT 1, DESCRIBED IN ENTRY NUMBER 127983-2022, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, THE FOLLOWING SIX (6) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 155.03 FEET WITH A RADIUS OF 1036.50 FEET THROUGH A CENTRAL ANGLE OF 08°34'12", CHORD: N12°59'30"W 154.89 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 492.17 FEET WITH A RADIUS OF 1836.50 FEET THROUGH A CENTRAL ANGLE OF 15°21'18", CHORD: N24°57'15"W 490.70 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 498.35 FEET WITH A RADIUS OF 1463.50 FEET THROUGH A CENTRAL ANGLE OF 19°30'37", CHORD: N22°52'35"W 495.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 244.92 FEET WITH A RADIUS OF 1763.50 FEET THROUGH A CENTRAL ANGLE OF 07°57'27", CHORD: N09°08'33"W 244.73 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 88.86 FEET WITH A RADIUS OF 463.50 FEET THROUGH A CENTRAL ANGLE OF 10°59'04", CHORD: N00°19'43"E 88.72 FEET; THENCE N05°49'14"E 44.07 FEET TO THE SOUTHWEST CORNER OF PARKWAY FIELDS PHASE B PLAT 1, DESCRIBED IN ENTRY NUMBER 127985-2022, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, BEING A POINT OF CURVE; THENCE ALONG THE SOUTH LINE OF SAID PLAT THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 14.97 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 57°10'00", CHORD: N77°14'15"E 14.35 FEET; THENCE S74°10'46"E 64.37 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 335.29 FEET WITH A RADIUS OF 1277.00 FEET THROUGH A CENTRAL ANGLE OF 15°02'38", CHORD: S81°42'04"E 334.33 FEET; THENCE S89°13'23"E 1059.51 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE S00°46'37"W 418.00 FEET; THENCE S00°46'37"W 364.77 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±40.03 ACRES
±1,743,653 SQ. FT.

LEGEND

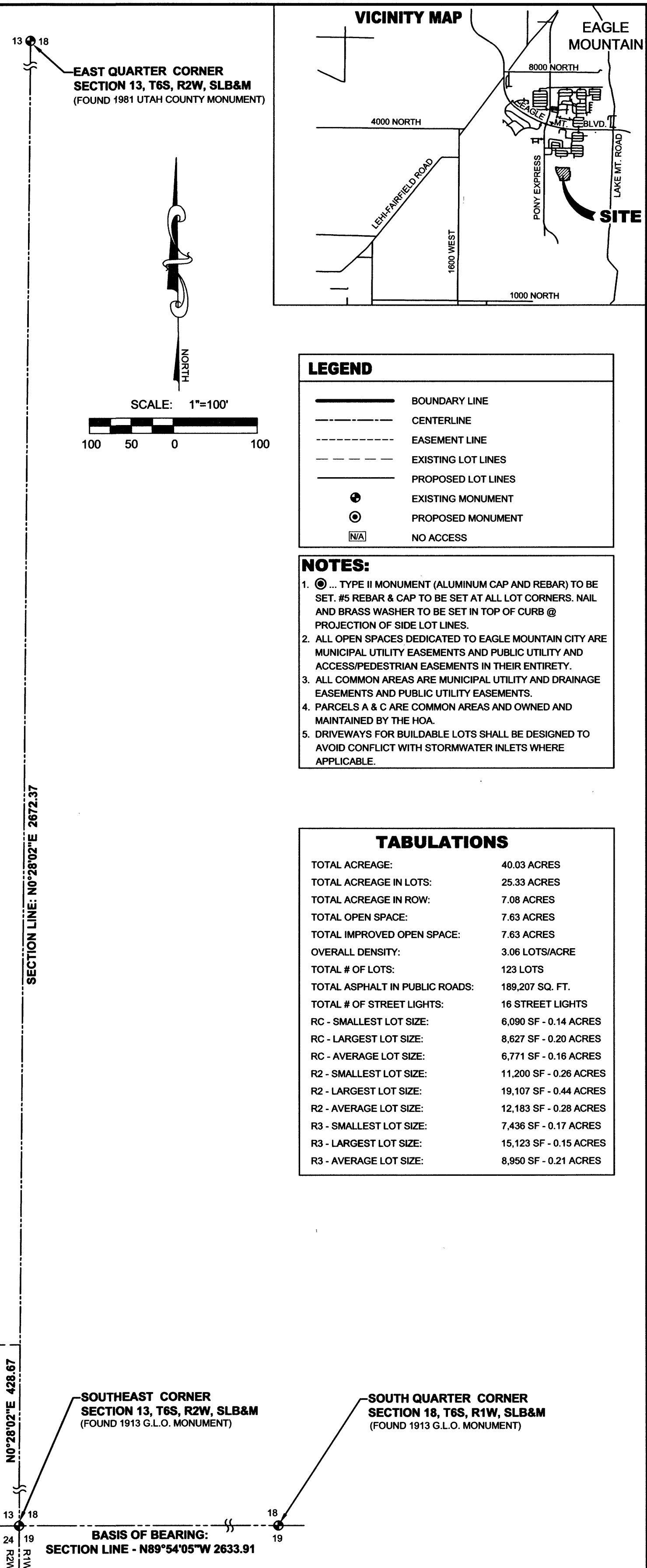
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- NO ACCESS

NOTES:

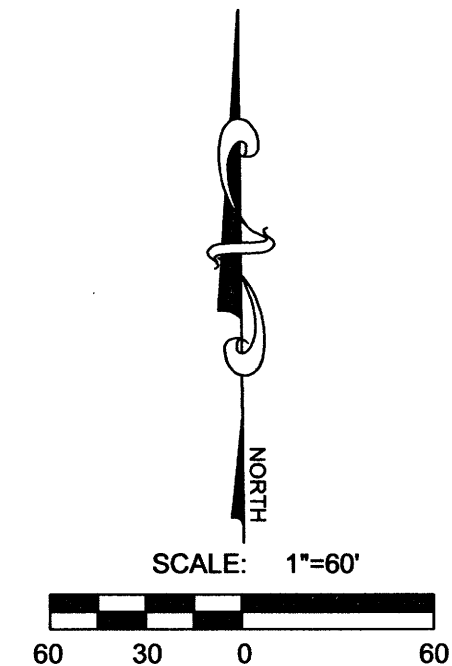
- TYPE I MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- ALL OPEN SPACES DEDICATED TO EAGLE MOUNTAIN CITY ARE MUNICIPAL UTILITY EASEMENTS AND PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
- ALL COMMON AREAS ARE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS.
- PARCELS A & C ARE COMMON AREAS AND OWNED AND MAINTAINED BY THE HOA.
- DRIVEWAYS FOR BUILDABLE LOTS SHALL BE DESIGNED TO AVOID CONFLICT WITH STORMWATER INLETS WHERE APPLICABLE.

TABULATIONS

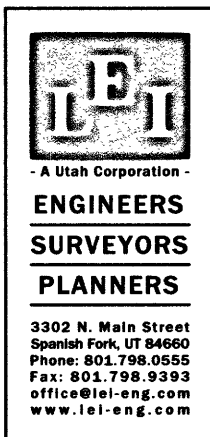
TOTAL ACREAGE:	40.03 ACRES
TOTAL ACREAGE IN LOTS:	25.33 ACRES
TOTAL ACREAGE IN ROW:	7.08 ACRES
TOTAL OPEN SPACE:	7.63 ACRES
TOTAL IMPROVED OPEN SPACE:	7.63 ACRES
OVERALL DENSITY:	3.06 LOTS/ACRE
TOTAL # OF LOTS:	123 LOTS
TOTAL ASPHALT IN PUBLIC ROADS:	189,207 SQ. FT.
TOTAL # OF STREET LIGHTS:	16 STREET LIGHTS
RC - SMALLEST LOT SIZE:	6,090 SF - 0.14 ACRES
RC - LARGEST LOT SIZE:	8,627 SF - 0.20 ACRES
RC - AVERAGE LOT SIZE:	6,771 SF - 0.16 ACRES
R2 - SMALLEST LOT SIZE:	11,200 SF - 0.26 ACRES
R2 - LARGEST LOT SIZE:	19,107 SF - 0.44 ACRES
R2 - AVERAGE LOT SIZE:	12,183 SF - 0.28 ACRES
R3 - SMALLEST LOT SIZE:	7,436 SF - 0.17 ACRES
R3 - LARGEST LOT SIZE:	15,123 SF - 0.15 ACRES
R3 - AVERAGE LOT SIZE:	8,950 SF - 0.21 ACRES



19389 lot 3



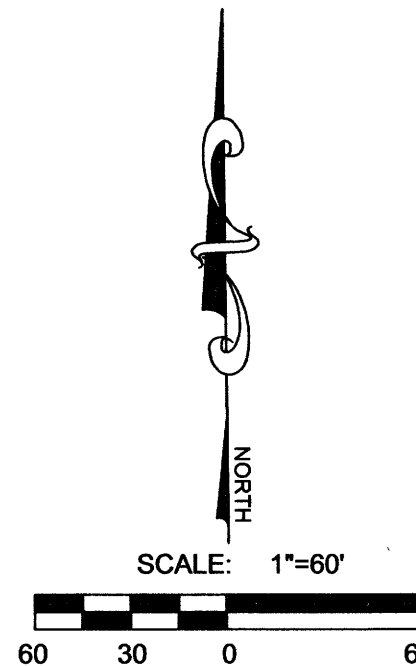
19389 2013



PARKWAY FIELDS PHASE B, PLAT 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

ENT 615111-2024 MAP 19389
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 9 04:25 PM FEE 402.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY



EAST QUARTER CORNER
SECTION 13, T6S, R2W, SLB&M
(FOUND 1981 UTAH COUNTY MONUMENT)

SOUTHEAST CORNER
SECTION 13, T6S, R2W, SLB&M
(FOUND 1913 G.L.O. MONUMENT)

SOUTH QUARTER CORNER
SECTION 18, T6S, R1W, SLB&M
(FOUND 1913 G.L.O. MONUMENT)

BASIS OF BEARING:
SECTION LINE - N89°54'05"W 2633.91

19389 3083

PARKWAY FIELDS PHASE B, PLAT 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1"=60'

SHEET 3 OF 3

PARKWAY FIELDS PARK

PARCEL B
(DEDICATED TO EAGLE MOUNTAIN CITY)

PARCEL C
(OWNED AND MAINTAINED BY THE HOA)

R=1836.50
Δ=15°21'18"
L=492.17
CH=N24°57'15"W 490.70

R=1036.50
Δ=8°34'12"
L=155.03
CH=N12°59'30"W 154.89

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	826.50	1°27'49"	21.11	N89°53'30"W 21.11
C2	826.50	4°20'27"	62.82	S87°12'22"W 62.80
C3	826.50	4°23'07"	63.26	S82°50'35"W 63.24
C4	826.50	4°18'55"	62.25	S78°29'34"W 62.23
C5	826.50	5°07'07"	73.84	S73°46'33"W 73.81
C6	773.50	3°20'02"	45.01	S89°10'24"W 45.00
C7	773.50	7°07'47"	96.25	S83°56'29"W 96.19
C8	773.50	8°16'12"	111.64	S76°14'30"W 111.55
C9	633.50	6°42'15"	74.12	S87°29'18"W 74.08
C10	633.50	6°23'31"	70.67	S83°34'21"W 70.64
C11	633.50	11°21'14"	125.53	S78°27'33"W 125.33
C12	633.50	7°35'39"	83.97	S78°34'46"W 83.90
C13	493.50	6°42'15"	57.74	S87°29'18"W 57.71
C14	493.50	10°10'49"	87.69	S79°02'46"W 87.57
C15	440.50	2°48'45"	21.62	S89°28'02"W 21.62
C16	440.50	14°07'25"	108.58	S80°57'58"W 108.31
C17	15.00	90°03'48"	23.58	N45°48'31"E 21.22
C18	15.00	89°56'12"	23.55	N44°11'29"W 21.20
C19	15.00	89°56'12"	23.55	N44°11'29"W 21.20
C20	1026.50	3°46'15"	67.56	S88°53'29"W 67.55

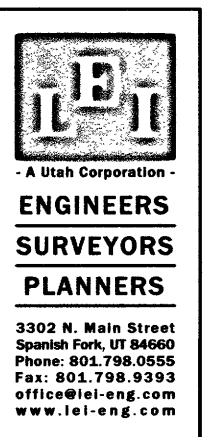
CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	1026.50	4°30'03"	80.84	S84°45'20"W 80.62
C22	1026.50	1°35'17"	28.45	S81°42'40"W 28.45
C23	15.00	90°03'48"	23.58	S45°48'31"W 21.22
C24	15.00	90°00'00"	23.56	S45°46'37"W 21.21
C25	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C26	1463.50	5°08'46"	131.45	N15°41'39"W 131.40
C27	1763.50	2°34'57"	79.48	N11°49'48"W 79.48
C28	1763.50	4°28'01"	137.49	N8°18'19"W 137.45
C29	15.00	10°33'49"	2.77	N86°11'57"E 2.76
C30	1836.50	4°25'49"	142.00	N29°56'06"W 141.97
C31	1836.50	0°28'53"	15.43	N32°23'27"W 15.43
C32	15.00	10°18'52"	2.70	N76°22'25"E 2.70
C33	1463.50	6°35'16"	168.27	N29°20'16"W 168.18
C34	1463.50	2°33'01"	65.14	N24°46'07"W 65.14
C35	1463.50	3°01'15"	77.16	N21°58'58"W 77.15
C36	1836.50	4°20'58"	139.42	N19°28'26"W 139.38
C37	1836.50	4°20'28"	139.14	N23°49'09"W 139.11
C38	15.00	17°59'45"	4.71	N82°57'13"E 4.69
C39	15.00	27°20'50"	7.16	S58°25'59"W 7.09
C40	1036.50	5°36'05"	101.33	N11°30'27"W 101.29

CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	15.00	17°17'35"	4.53	S65°15'28"W 4.51
C42	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C43	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C44	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C45	15.00	90°00'00"	23.56	S45°46'37"W 21.21
C46	15.00	90°00'00"	23.56	N44°13'23"W 21.21
C47	15.00	90°00'00"	23.56	N44°13'23"W 21.21
C48	15.00	90°00'00"	23.56	N44°13'23"W 21.21
C49	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C50	1435.00	3°08'47"	78.80	S75°45'09"E 78.79
C51	1435.00	2°35'01"	64.70	S78°37'03"E 64.70
C52	1435.00	2°28'50"	62.12	S81°08'58"E 62.12
C53	1435.00	2°45'48"	69.21	S83°46'17"E 69.20
C54	1435.00	2°29'30"	62.41	S86°23'56"E 62.40
C55	1435.00	1°34'42"	39.53	S88°26'02"E 39.53
C56	15.00	41°35'37"	10.89	S85°01'26"W 10.65
C57	1382.00	0°36'30"	14.68	S74°29'01"E 14.68
C58	1382.00	2°37'04"	63.14	S76°05'48"E 63.14
C59	1382.00	2°36'05"	62.74	S78°42'22"E 62.74
C60	1382.00	2°36'30"	62.91	S81°18'39"E 62.91

CURVE	RADIUS	DELTA	LENGTH	CHORD
C61	1382.00	2°50'15"	68.44	S84°02'02"E 68.44
C62	1382.00	2°54'57"	70.33	S86°54'38"E 70.32
C63	1382.00	0°51'16"	20.61	S88°47'45"E 20.61
C64	1277.00	0°36'30"	13.56	S74°29'01"E 13.56
C65	1277.00	2°37'04"	58.34	S76°05'48"E 58.34
C66	1277.00	2°36'05"	57.98	S78°42'22"E 57.97
C67	1277.00	2°36'30"	58.13	S81°18'39"E 58.13
C68	1277.00	2°50'15"	63.24	S84°02'02"E 63.24
C69	1277.00	2°54'57"	64.99	S86°54'38"E 64.98
C70	1277.00	0°51'16"	19.05	S88°47'45"E 19.05
C71	15.00	3°23'21"	0.89	S72°29'05"E 0.89
C72	463.50	6°57'31"	56.29	N2°20'29"E 56.28
C73	973.50	6°26'41"	109.50	S84°08'22"W 109.44
C74	973.50	3°24'54"	58.02	S89°04'10"W 58.01
C75	15.00	31°08'17"	8.15	S65°20'54"W 8.05
C76	1408.50	15°02'38"	369.82	S81°42'04"E 368.76
C77	1000.50	9°51'35"	172.08	S85°50'49"W 171.87
C78	1382.00	15°02'38"	362.86	S81°42'04"E 361.82
C79	1435.00	15°02'38"	376.78	S81°42'04"E 375.70
C80	1026.50	9°51'35"	176.65	S85°50'49"W 176.43

CURVE	RADIUS	DELTA	LENGTH	CHORD
C81	973.50	9°51'35"	167.52	S85°50'49"W 167.32
C82	826.50	19°37'25"	283.07	S81°01'42"W 281.69
C83	800.00	19°31'46"	272.68	S81°04'32"W 271.36
C84	773.50	18°44'01"	252.91	S81°28'24"W 251.78
C85	463.50	16°53'04"	145.43	S82°23'53"W 144.90
C86	467.00	17°25'22"	142.01	S82°07'44"W 141.46
C87	440.50	16°56'10"	130.21	S82°22'20"W 129.73
C88	463.50	3°27'44"	28.01	S2°52'08"E 28.00
C89	1763.50	0°54'29"	27.95	S5°37'04"E 27.95
C90	463.50	0°33'50"	4.56	S4°52'55"E 4.56
C91	1463.50	1°03'46"	27.14	S18°47'55"E 27.14
C92	1463.50	1°08'33"	29.18	S19°54'05"E 29.18
C93	1836.50	0°50'37"	27.04	N27°17'53"W 27.04
C94	1836.50	0°53'11"	28.41	N26°25'59"W 28.41
C95	1836.50	0°10'21"	0.72	N17°17'16"W 0.72
C96	1036.50	1°28'01"	26.54	N16°32'36"W 26.53
C97	1036.50	1°30'06"	27.17	N15°03'32"W 27.17
C98	633.50	4°04'18"	45.02	S88°48'16"W 45.01

LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	S74°10'46"E	25.45	
L2	S74°10'46"E	47.24	
L3	S74°10'46"E	55.32	
L4	S80°55'02"W	36.68	
L5	S80°55'02"W	51.91	
L6	S80°55'02"W	53.74	
L7	N0°46'37"E	5.00	
L8	N0°46'37"E	26.50	





EAGLE MOUNTAIN CITY COUNCIL MEETING – SPECIAL SESSION

OCTOBER 30, 2024, 4:30 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright. Councilmember Jared Gray was excused.

APPOINTED OFFICIALS PRESENT: Planning Commissioners Jason Allen, Robert Fox, Rod Hess, Brent Strong, Craig Whiting, and Alternate Planning Commissioner Bryan Free.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Clifford Strachan, Director of Legislative Affairs; Brandon Larson, Planning Director; Steven Lehmitz, Planner; and Elizabeth Fewkes, Planner.

CITY STAFF PRESENT ELECTRONICALLY: Lianne Pengra, Chief Deputy Recorder.

4:30 PM JOINT WORK SESSION WITH THE PLANNING COMMISSION

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 4:34 PM.

2. DISCUSSION ITEMS

A. DISCUSSION – General Plan Future Land Use Map

Planning Director Brandon Larson presented the item and introduced Erika Chmielewski and Connor Stone with GSBS Architecture, who led a discussion about existing conditions and emerging themes for land use in the City. Discussion ensued regarding the following items:

- The schedule and components of the update to the Future Land Use Map (FLUM)
- The benefits of topographical maps
- Separating the Future Land Use and Transportation Map
- Using the FLUM to update other City master plans after the General Plan is completed
- MDAs cover about 60% of the City, leaving 40% of the land unplanned
- The balance of uses in other cities, and the desired amount of each use for Eagle Mountain
- Reducing pocket parks
- Budget and plan to start the Transportation Master Plan update immediately following the General Plan update
- Transportation planning, including ensuring the transportation model is adequate for events
- Thinking to the future to preserve right-of-way for major roadways
- Planning access and traffic patterns, especially connections to adjacent cities
- Cedar Valley Freeway right-of-way purchases
- The difficulty in servicing, egress/ingress, and providing commercial uses to the western portion of the City

- Planning for walkable communities with gathering places to protect open spaces, trails, and the small-town feel
- Trail connectivity to the western portion of the City
- Priority overlay zones for providing services
- Small area plan for Firefly/Pole Canyon area; triggers and thresholds in Pole Canyon for infrastructure and services to plan for growth
- School capacities and planning for additional schools
- Updating the Annexation Plan; annexation planning to provide services to balance with housing
- Requiring and facilitating rooftop solar or other renewable energy
- Placement of complementary services in proximity to residential areas
- Divide the future land use designation for improved and natural open space; possibly add more categories of open space
- Requiring developers that disturb natural open space to restore the native plant life to a set beautification standard and plant trees
- Restoring native plant life that has been lost in the Cedar Valley, e.g., blue flax wildflowers
- Linear parks in the natural washes near Las Vegas as examples
- Working to preserve natural open space when possible, rather than restoring it later
- The importance of Neighborhood Improvement enforcement for development and maintenance; specific Neighborhood Improvement codes for natural open spaces to protect against invasive species
- Converting amenity points to natural open space protection and preservation
- Ridgeline and slope protection and identification; possibly adding trees to those areas
- Coordinating with Unified Fire Authority to use plants that do not increase erosion or fire danger

B. DISCUSSION – General Plan Outline

Planner Elizabeth Fewkes presented a draft outline of the Eagle Mountain City General Plan update and received feedback from the City Council and Planning Commission. Discussion ensued regarding the following items:

- Ensuring all participants feel heard
- Utilizing a branding statement within the General Plan
- Incorporating the City's vision statement within the General Plan
- Preserving agriculture within the City; defining the type of agricultural uses in the City
- Becoming a Dark Sky-designated City
- Adding wastewater and water reuse to the Land Use section of the General Plan
- Housing type statistics
- Implementation of the Mortgage Assistance Program
- Updating the Mid Valley Road alignment
- Planning for transportation options in the southern and western parts of the City to Tooele and south Utah County
- Increased traffic can increase commerce
- Belt routes for better east-west connections
- Including destination area and tourism sections in the General Plan
- Preserving connections to BLM land
- Community gardens, orchards, greenhouses within regional parks
- Multiple dog parks within the City

C. DISCUSSION – Downtown Area Plan

Planning Director Brandon Larson presented the item and introduced Ryan Wallace and Emily Seang with MHTN Architects. MHTN provided an update on the Downtown Area Plan and solicited feedback from the City Council and Planning Commission regarding the plan. Discussion ensued regarding the following items:

- Options to incentivize participation: local social studies teachers offer extra credit for providing feedback
- Increase event attendance by combining with other activities or festivities
- Add “an outdoor experience” to the Downtown vision statement
- Business incubator programs
- Bringing architectural styles to the public for feedback
- Draft architectural standards for the downtown area
- Adding a water feature that reuses water

3. ADJOURNMENT

Mayor Westmoreland adjourned the meeting at 7:43 PM.

Approved by the City Council on November 19, 2024.

Lianne Pengra, CMC
Chief Deputy Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

NOVEMBER 6, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Clifford Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Vince Hogge, City Engineer; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Steven Lehmitz, Planner; Elizabeth Fewkes, Planner; Brooke Clark, Deputy Recorder; David Salazar, Assistant City Engineer; Jeff Weber, Fleet & Facilities/Operations Director; Zac Hilton, Streets and Storm Drain/Parks and Recreation Manager; Brad Hickman, Public Works Director; Bryce McRae, Engineer in Training; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Lianne Pengra, Chief Deputy Recorder; Angela Valenzuela, Human Resources Manager; and Gina Olsen, Deputy Recorder.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:07 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION – Eagle Mountain East Retail Concept Plan

[The recording of the discussion can be found online here at 00:00:01.](#)

Planner Steven Lehmitz presented the item, and applicants Lewis Swain and Cortni Chandler addressed the Council regarding the item. The concept plan covers 7.59 acres of a 27.35-acre parcel, located at the northeast corner of SR-73 and Spring Run Parkway, Utah County Parcel Number 58:033:0628. The remainder of the parcel is being proposed with more general uses at this time. Eagle Mountain Municipal Code Section 17.100.040 requires parcels larger than 5 acres receive master site plan approval prior to any individual sites being approved. The applicant will return with a master site plan application at a later date.

1.B. PRESENTATION – Utah Inland Port Authority

[The recording of the discussion can be found online here at 00:33:46.](#)

Scott Wolford and Jenna Draper with the Utah Inland Port Authority presented information to the Council on inland ports and how the Utah Inland Port Authority operates.

1.C. DISCUSSION – Moderate Income Housing Strategy 5

[The recording of the discussion can be found online here at 01:09:57.](#)

Planner Elizabeth Fewkes presented the item. In 2023, Eagle Mountain City amended the General Plan to adopt strategies for Moderate-Income Housing in accordance with Utah State Code Section 10-9a-403. Strategy 5 directs the adoption of a land use ordinance requiring 10% or more of new residential development in certain residential zones to be dedicated to moderate-income housing. The City Council has set a deadline of December 31, 2024, to adopt this ordinance. Staff has researched and presented options for implementing Strategy 5, incorporating feedback received from the Council on September 17, 2024, and the Planning Commission on September 24, 2024.

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham moved to adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 01:58:58.](#)

The meeting was adjourned at 6:08 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:09 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

MOTION: *Councilmember Gray moved to fix the time to adjourn the meeting at 9:00 PM. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:01:57.](#)

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

[The recording of the public comments can be found online here at 02:03:30.](#)

Mayor Westmoreland opened the public comment period at 7:12 PM.

The following individuals submitted written comments for the public comment period: Jennifer Webb and Laura Whitney.

Mayor Westmoreland closed the public comment period at 7:13 PM.

8. CITY COUNCIL/MAYOR ITEMS

[The recording of the Mayor and Councilmember comments can be found online here at 02:04:28.](#)

The Mayor and Councilmembers offered comments to the public.

CONSENT AGENDA

9. BOND RELEASES

- 9.A. Overland Village 2 Phase A, Plat 2 – Into Warranty
- 9.B. Deer Haven – Out of Warranty
- 9.C. Overland Phase D, Plat 1 – Out of Warranty
- 9.D. Simpson Hollow Plat 5 – Out of Warranty

10. MINUTES

- 10.A. October 15, 2024 Minutes – Regular City Council Meeting
- 10.B. October 24, 2024 Minutes – Special City Council Meeting

11. PRELIMINARY PLATS & SITE PLANS

- 11.A. SITE PLAN – Strides Pediatric Therapy

12. RESOLUTIONS

- 12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Appointing the Eagle Mountain City Manager Effective December 30, 2024, and Approving an Agreement for City Manager Services.

- 12.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Impact Signs for Six Wayfinding Signs.
- 12.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Towns at Brylee Farms Development Agreement.

MOTION: *Councilmember Clark moved to approve the Consent Agenda. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:13:59.](#)

SCHEDULED ITEMS

13. ORDINANCES/PUBLIC HEARINGS

- 13.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions and Enacting Chapter 17.59 Easements.

[The recording of the discussion can be found online here at 02:14:40.](#)

Planner Steven Lehmitz presented the item. The proposed code amendment adds the definition of an easement and proposes EMMC 17.59 as a new chapter that establishes standards related to easements. This item was tabled at the October 15, 2024 City Council meeting, where the public hearing was continued.

Mayor Westmoreland called for public comments. As there were no comments, he closed the public hearing at 7:24 PM.

MOTION: *Councilmember Wright moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions and Enacting Chapter 17.59 Easements. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:16:20.](#)

14. RESOLUTIONS

- 14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Facilities Master Plan.

[The recording of the discussion can be found online here at 02:17:45.](#)

Scott Holmes and Matt Green with Galloway presented the proposed Facilities Master Plan. The plan is a comprehensive assessment and road map for future development and upgrades across multiple City facilities and services.

MOTION: *Councilmember Burnham moved to approve a Resolution of Eagle Mountain City, Utah, accepting the Galloway report as a guideline for future adoption of the Eagle Mountain City Facilities Master Plan. The motion died for a lack of a second.*

[The recording of the motion can be found online here at 03:14:45.](#)

AMENDED MOTION: *Councilmember Wright moved to table a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Facilities Master Plan until after the Strategic Planning Conference. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:24:00.](#)

- 14.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Public Art Plan.

[The recording of the discussion can be found online here at 03:26:39.](#)

Grants Coordinator/Management Analyst Natalie Winterton presented the item. The proposed resolution adopts the Eagle Mountain City Public Art Plan. This plan will serve to communicate the goals, vision, and intent of the City for public art, and help guide the future financial investments of the City.

MOTION: *Councilmember Wright moved to approve a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Public Art Plan. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:41:08.

15. LEGISLATIVE ITEMS

15.A. UPDATE – Legislative Priorities List

The recording of the discussion can be found online here at 03:41:41.

Director of Legislative Affairs Clifford Strachan presented updates to the Legislative Priorities List.

MOTION: *Councilmember Gray moved to add a review of Eagle Mountain Municipal Code Chapter 17.25 Residential Zones to the Legislative Priorities List. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:43:22.

16. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

The recording of the Mayor and Councilmember comments and reports can be found online here at 03:49:24.

The Mayor and Council offered comments and reports on committees to which they are assigned as liaisons.

17. COMMUNICATION ITEMS

17.A. Upcoming Agenda Items

18. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 8:58 PM. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The recording of the motion can be found online here at 03:50:02.

The meeting was adjourned at 8:58 PM.

Approved by the City Council on November 19, 2024.

Lianne Pengra, CMC
Chief Deputy Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 19, 2024**

TITLE:	Firefly NPA 8 Phase A Plat 8 Townhomes Master Site Plan Review
ITEM TYPE:	Master Site Plan
FISCAL IMPACT:	n/a
APPLICANT:	DAI Development/Candlelight Homes -- Heather Upshaw representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Various (e.g., Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial)...	10.20

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends that the Master Site Plan approval request, as presented, be advanced to the City Council with a favorable recommendation -- subject to any DRC/Commission proposed Conditions of Approval.

BACKGROUND:

Background: *(Presented by Senior Planner, Robert Hobbs)*. A proposed master Site plan review and approval for 119 townhouses over 10.20 acres (Parcel Number 59:052:0025) all within Neighborhood Planning Area 8 Phase A Plat 8 of the Firefly master planned community located, generally, in the southwestern part of the City near the intersection of Pole Canyon Blvd. & Summerwood Drive.

In 2023, the Pole Canyon 2010 era Master Development Plan and Master Development Agreement were amended and re-stated to recompose the project into the Firefly planned community. The changeover included a collection of changes to layout and building design concepts. Submittal of the Master Site Plan made the subject of this report comes on the heels of the City's approval of the Firefly project. Firefly 8.1 1A is one among various anticipated site plans to be submitted to the City for review and approval.

ITEMS FOR CONSIDERATION:

Site Plan Approval Overview

Site plan approvals depend on compliance with City code and relevant Development Agreements. The approval criteria are outlined in EMMC §§ 17.100.050 & 17.100.060. Site plans must meet all required elements and code standards. Subjective criteria may apply. Master site plans apply to developments over five acres (EMMC § 17.100.040).

Site Plan and Architectural Standards

City code and the Firefly re-stated MDA and Community Plan (pp. 4-10 to 4-14) establish architectural standards for multi-family and townhouse structures. The following standards, taken from City code and supplemented by the Firefly Community Plan, are assessed as "Finding(s)." Conflicts between City code and the Community Plan will favor the adopted Plan (see Firefly ARMDA, attached paragraph 43). Refer to attached plans for details.

Plan Aspects

Minimum Lot Area

- **City Requirements:** Various, depending on zone (n/a)
- **Community Plan Requirements:** No minimum lot area; conformance to setbacks will dictate lot sizes, verified during plan review with the Building Permit Application.
- **Finding(s):** Compliant

Building Sizes

- **City Requirements:** N/a
- **Community Plan Requirements:** Townhomes must comprise 1 to 12 units, not exceeding 200 feet in length, sharing at least one structural component. Maximum allowable height 35 feet.
- **Finding(s):** Compliant

Architectural Style/Theme

- **City Requirements:** All facades must maintain a consistent architectural style and detail.
- **Community Plan Requirements:** As per approved concepts
- **Finding(s):** Compliant

Main Entrances and Front Facades

- **City Requirements:** Main entrances should be oriented towards public spaces and be easily identifiable, featuring a sheltering element.
- **Community Plan Requirements:** Facades over 40 feet must incorporate changes in wall planes.
- **Finding(s):** Compliant

Roofs

- **City Requirements:** Must feature sloped roofs with overhanging eaves.
- **Community Plan Requirements:** Acceptable roof types include gable, hip, gambrel, mansard, or flat, with pitches from flat to 2/12.
- **Finding(s):** Compliant

Building Articulation

- **City Requirements:** Vertical and horizontal articulation is required.
- **Community Plan Requirements:** N/a
- **Finding(s):** Compliant

Architectural Detailing

- **City Requirements:** Each building must have at least 10 of 18 specified architectural features on each side.
- **Community Plan Requirements:** Based on concept elevations
- **Finding(s):** Compliant

Building Materials

- **City Requirements:** At least two exterior material types on all building faces, with a minimum of 30% of any wall face from a single material.
- **Community Plan Requirements:** Materials should align with architectural styling; all must be ARC-approved.
- **Finding(s):** Compliant

Building Colors

- **City Requirements:** Broad palette; no restrictions.
- **Community Plan Requirements:** N/a
- **Finding(s):** Compliant

Garage Doors

- **City Requirements:** Should not dominate the architecture and should be positioned on the sides or rear.
- **Community Plan Requirements:** As per approved elevations.
- **Finding(s):** Compliant

Lighting

- **City Requirements:** All fixtures must be shielded and directed downward.
- **Community Plan Requirements:** N/a
- **Finding(s):** Compliant - Streetlights to be called for as part of future plat review.

Mailbox Structures

- **City Requirements:** Cluster mailboxes should harmonize with the buildings.
- **Community Plan Requirements:** N/a
- **Finding(s):** Expected to comply with City and U.S.P.S. policies.

Mechanical Equipment

- **City Requirements:** Must be screened from public view.
- **Community Plan Requirements:** N/a
- **Finding(s):** Anticipated to be compliant

Storage, Loading Areas, and Trash Enclosures

- **City Requirements:** Outdoor areas must be screened.
- **Community Plan Requirements:** None stated.
- **Finding(s):** N/A; individual units will have their own trash and recycling.

Parking Provision

- **City Requirements:** 2 non-tandem stalls per unit plus 1 guest stall for every 3 units (78 total); at least 1 stall must be covered/enclosed.
- **Community Plan Requirements:** Based on bedroom count. 417 required, 523 provided (includes garages plus outboard parking locations); 1-bedroom 1.75 spaces reqd., 2-bedrooms 2.5 spaces reqd., 3-bedrooms 3 spaces reqd., 4-bedroom 3.5 spaces reqd., spaces min. 8' x 18' and garages 20' x 20' per approved Plan.
- **Finding(s):** Compliant. Units are 2.5 and 3-bedroom.

Access and Streets

- **City Requirements:** Conformance to Title 16.35
- **Community Plan Requirements:** Must conform to approved standards.
- **Finding(s):** Compliant.

Screening

- **City Requirements:** Six-foot privacy fencing along rear/side lot lines adjacent to collectors or arterials.
- **Community Plan Requirements:** Height restrictions apply to front/side fences
- **Finding(s):** Fencing not depicted in plans; likely to be installed by individual owners.

Open Space and Amenities

- **City Requirements:** Open space maintained by an HOA or the City.
- **Community Plan Requirements:** As specified in Firefly documents. Landscaped open space/common area surrounds buildings (see landscape plan).
- **Finding(s):** Compliant

PLANNING COMMISSION ACTION/RECOMMENDATION:

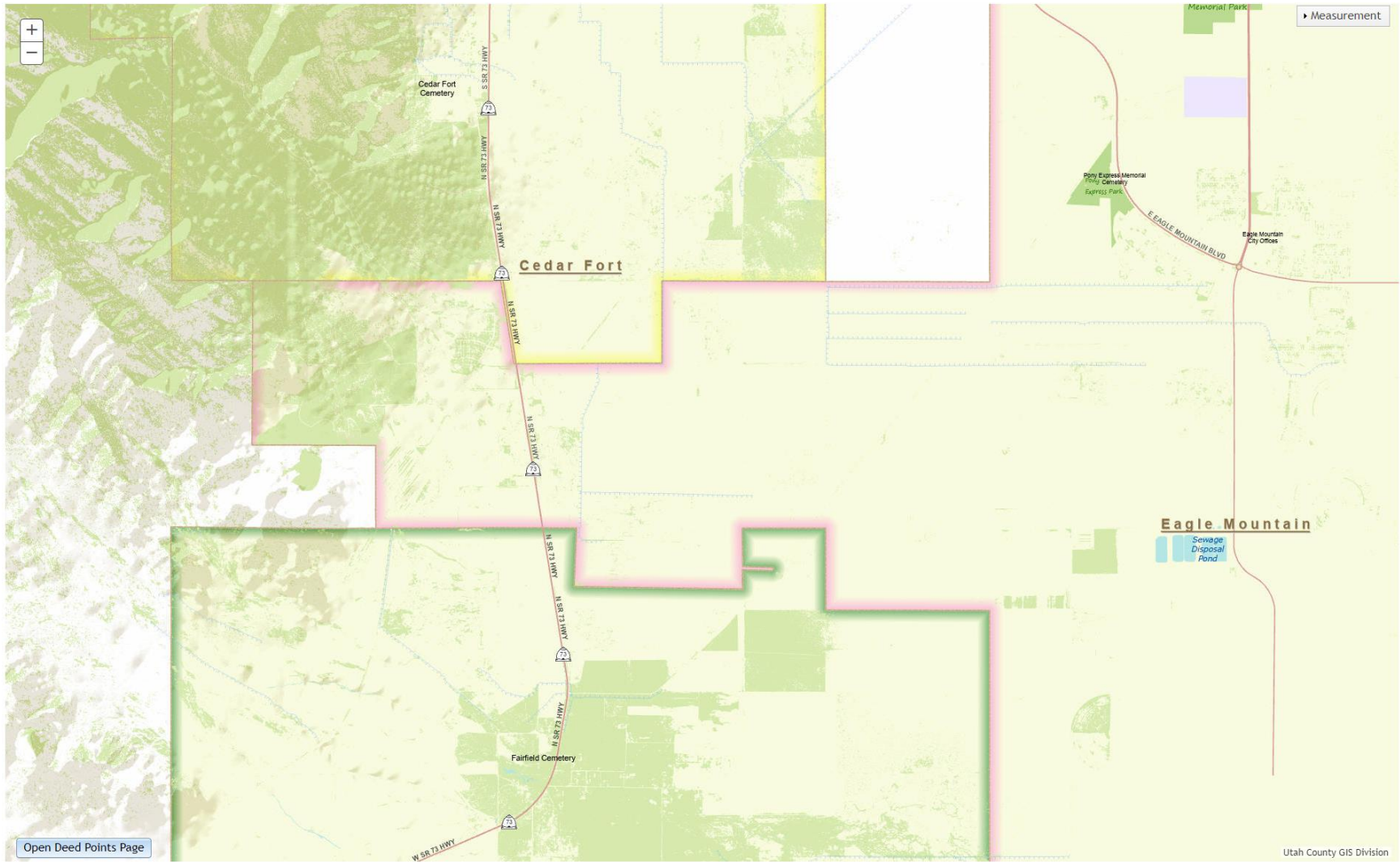
n/a

ATTACHMENTS:

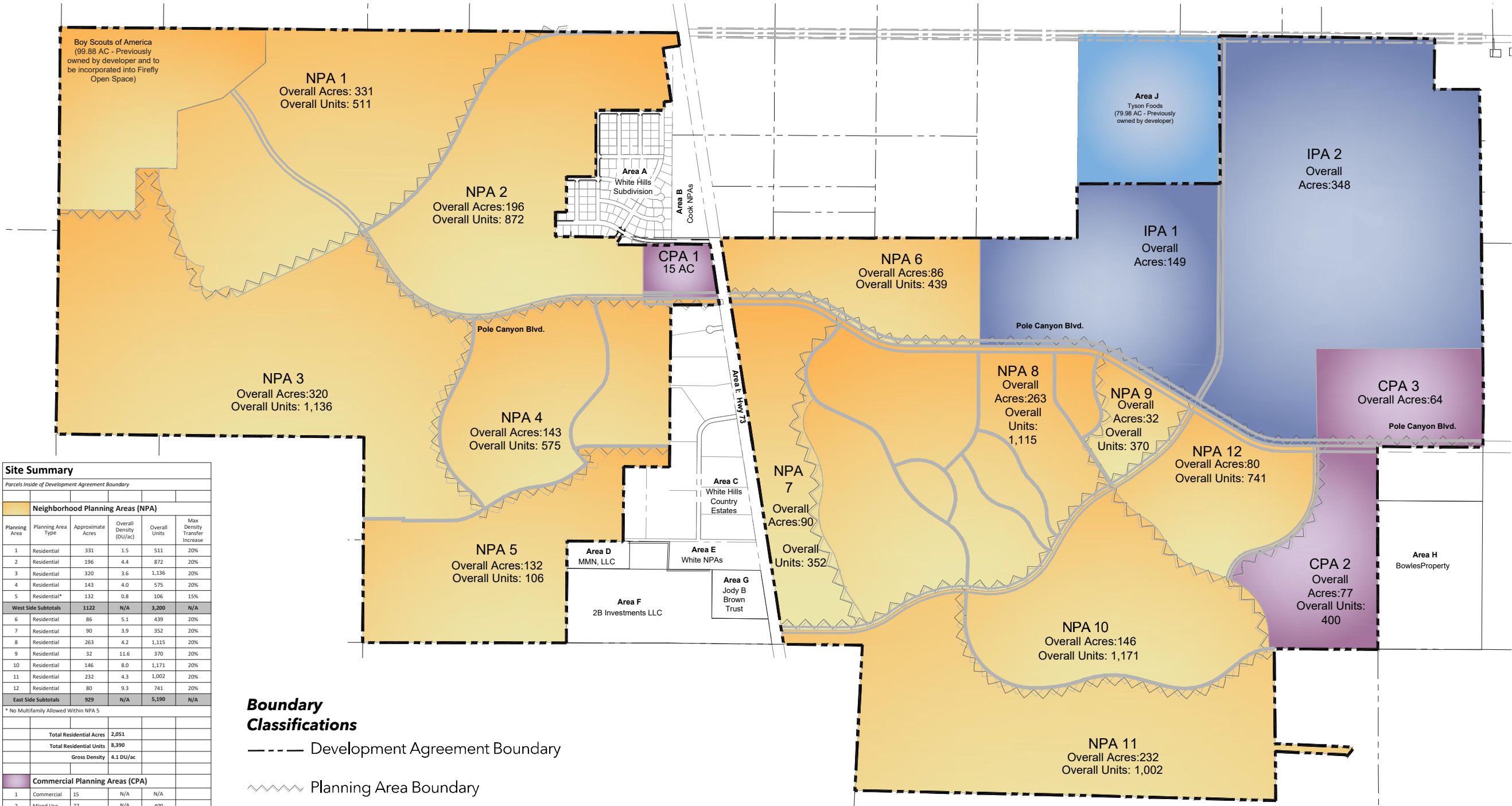
1. Firefly General Vicinity Map
2. Land Use Master Plan
3. Firefly NPA 8 Phase Layout -- Phase A Map
4. Current Site Plan
5. NPA 8 Phase A Plat 8 Design Package
6. Front Load Units Elevations
7. Landscape Plan
8. NPA 8 A 8 roadways

VICINITY MAP

FIREFLY PROJECT



LAND USE MASTER PLAN

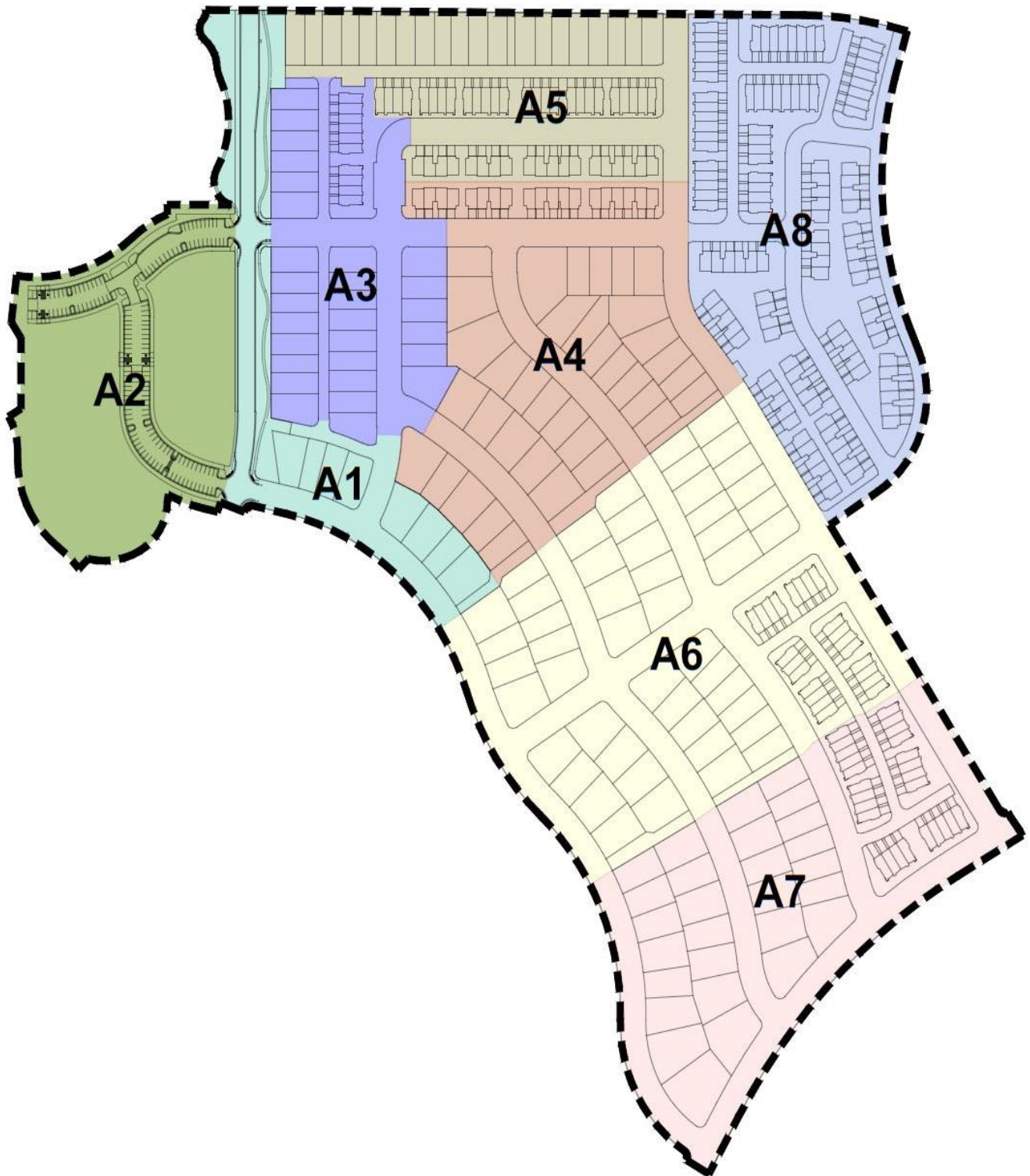


Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1122	N/A	3,200	N/A
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		929	N/A	5,190	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres		2,051			
Total Residential Units		8,390			
Gross Density		4.1 DU/ac			
Commercial Planning Areas (CPA)					
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	
Industrial Planning Areas (IPA)					
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres		2051			
Total CPA Acres		156			
Total IPA Acres		497			
Tyson Foods Acreage		80			
Total Dev. Agreement Acres		2784			
Total Residential Units		8,790			
Gross Density		3.16 DU/ac			

- Boundary Classifications**
- Development Agreement Boundary
 - ~~~~~ Planning Area Boundary
 - Firefly Roadway (See Circulation Plan)

- NOTE:**
- All acreages are approximate.
 - This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
 - Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
 - Churches, schools, and neighborhood commercial allowed in all NPAs.





SHEET

1

LEI PROJECT #:
2021-0080

DRAWN BY:
TJP

SCALE:
1" = 350'

DATE:
10/21/2024

FIREFLY - NPA8A
EAGLE MOUNTAIN, UTAH

PHASING MAP



ENGINEERS - SURVEYORS
PLANNERS

- A Utah Corporation -
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com



TABULATIONS

TOTAL ACREAGE: 10.20 ACRES
TOTAL OPEN SPACE: 2.9 ACRES
TOTAL IMPROVED OPEN SPACE: 2.9 ACRES
OVERALL DENSITY: 11.67 U/A
TOTAL # OF LOTS: 119
ASPHALT PAVEMENT AREA: 114,419 SQFT
PARKING STALLS REQUIRED: 417
PARKING STALLS PROVIDED: 522**

** PARKING STALL PROVIDED INCLUDES GARAGES, DRIVEWAYS, OFF-STREET & ON-STREET PARKING PER THE APPROVED FIREFLY COMMUNITY PLAN.



NOT FOR
CONSTRUCTION

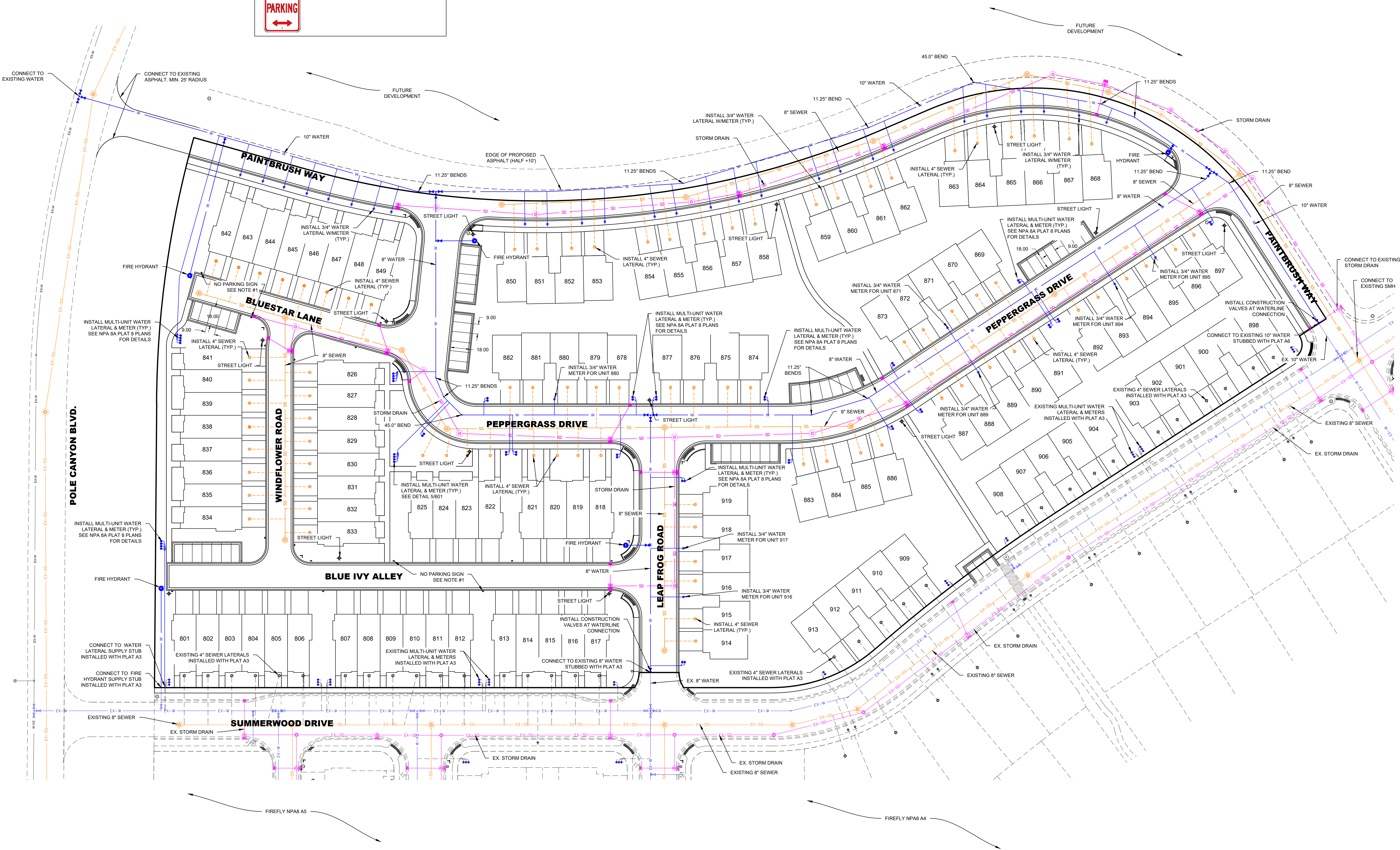
firefly **NPA 8 PHASE A PLAT 8**
EAGLE MOUNTAIN, UTAH
UTILITY PLAN AND SIGNAGE PLAN

REVISIONS	
1	
2	
3	
4	
5	
6	
LEI PROJECT #:	
2021-0080	
DRAWN BY:	
TJP	
DESIGNED BY:	
BCT	
SCALE:	
1"=40'	
DATE:	
11/12/2024	
SHEET	

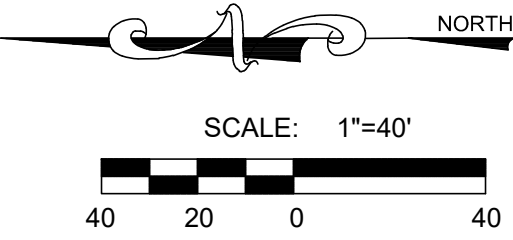
STREET SIGN NOTE:

1. NO PARKING FIRE LANE SIGNS SHALL BE REQUIRED ON BOTH SIDES OF THIS ROAD SPACED AT 100' - 150' (MAX.) INTERVALS. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES WIDE BY 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND AS SHOWN BELOW. SIGNS SHALL FOLLOW ALL OTHER MUTCD REQUIREMENTS.

- NOTES**
- SEE FIREFLY NPA 8 PHASE A, PLAT 8 DRAWINGS FOR ADDITIONAL INFORMATION REGARDING THIS & THE SURROUNDING AREA
 - ALL APPLICABLE ELEMENTS OF THE AMERICANS W/ DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.



U:\0_LEI PROJECTS\2021\2021-0080 POLE CANYON SUBDIVISION\NPA 8\FINAL PHASE A\PLAT 8\AS-21-0080 NPA8-A SHEET2.DWG 11/12/2024 2:55 AM



- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

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NOT FOR
CONSTRUCTION

firefly **NPA 8 PHASE A PLAT 8**
EAGLE MOUNTAIN, UTAH

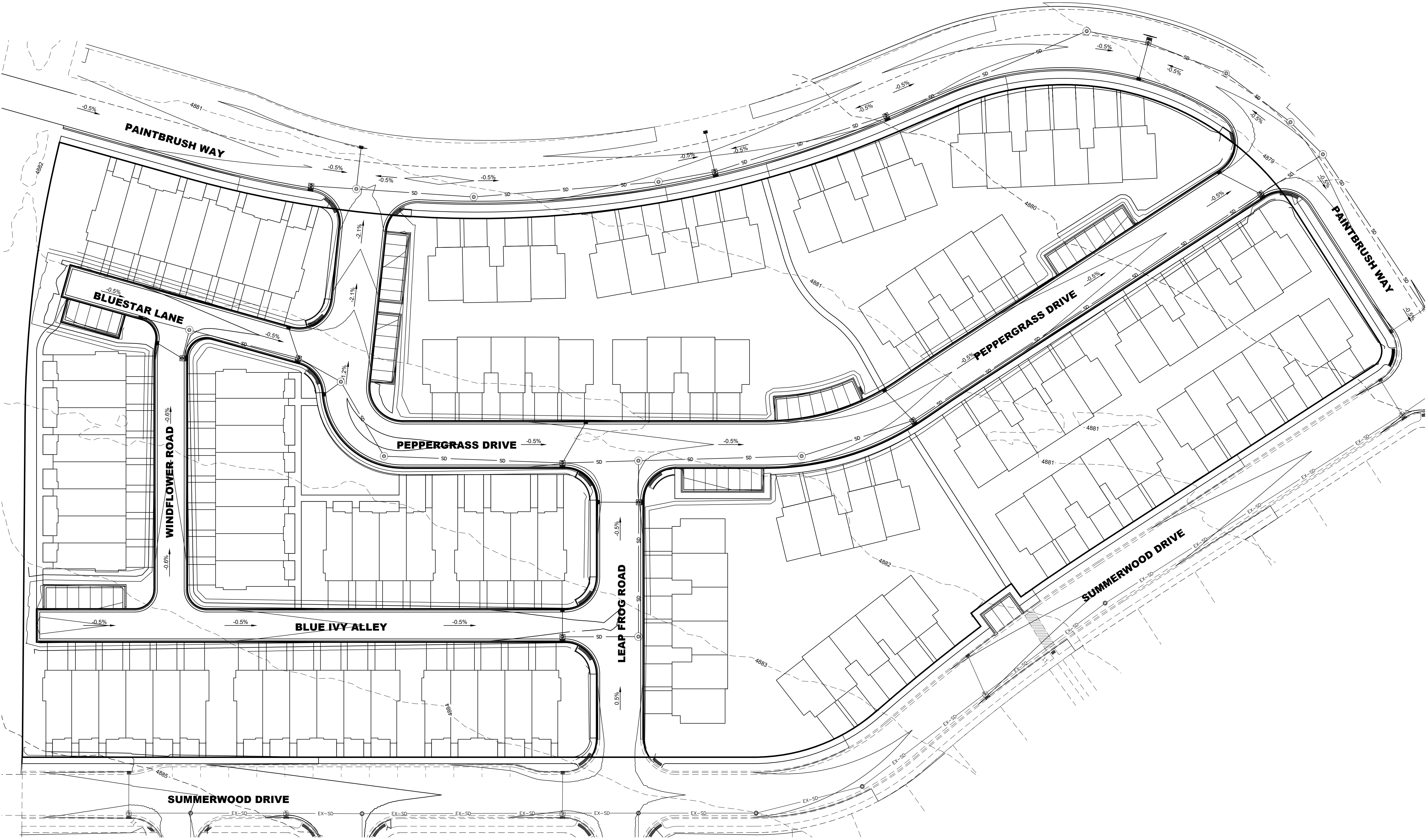
SITE PLAN - GRADING PLAN

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2021-0080
DRAWN BY:
TJP
DESIGNED BY:
BCT
SCALE:
1"=40'
DATE:
11/12/2024

SHEET

3





- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

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NOT FOR
CONSTRUCTION

NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

SITE PLAN DETAILS

firefly

REVISIONS

1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:

2021-0080

DRAWN BY:

TJP

DESIGNED BY:

BCT

SCALE:

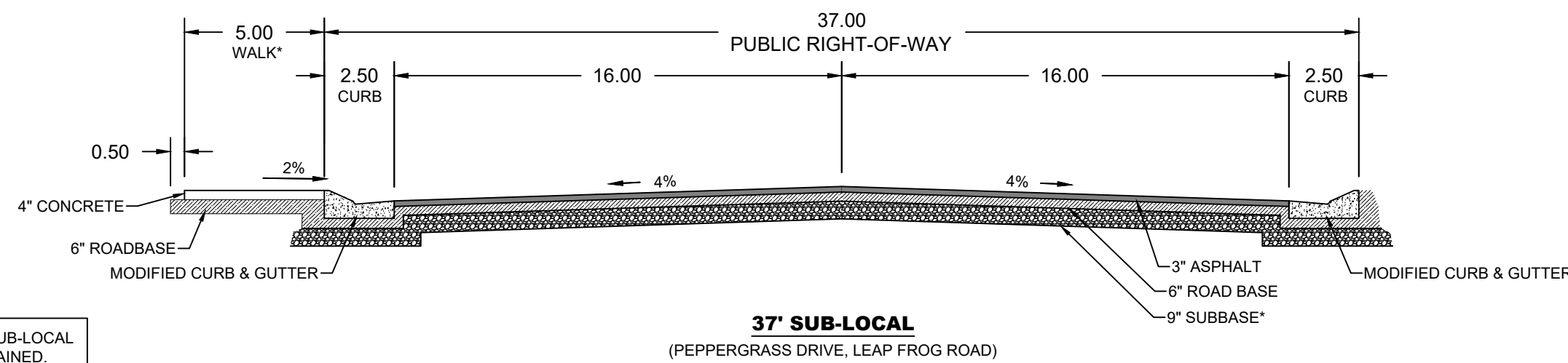
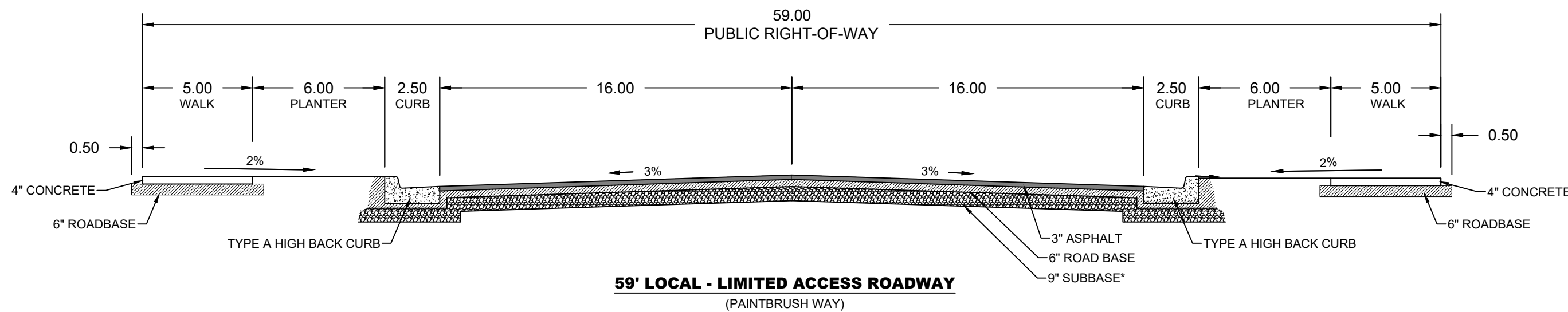
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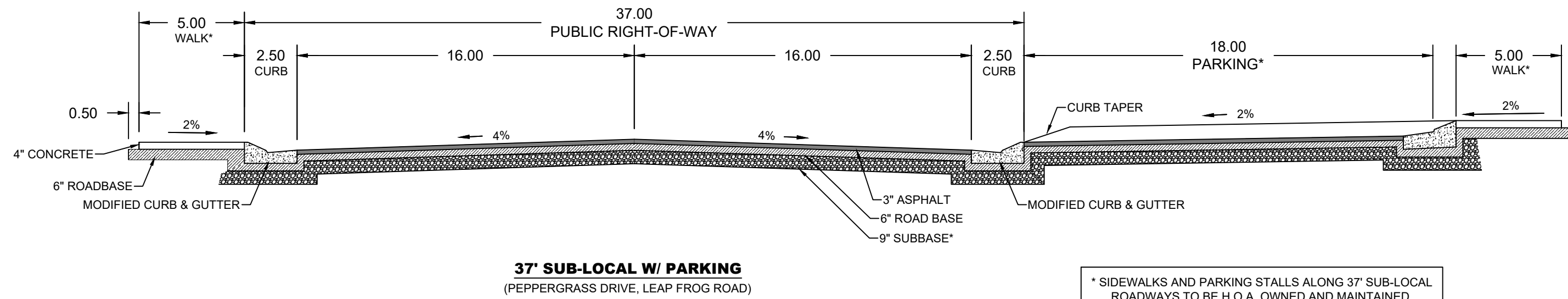
11/12/2024

SHEET

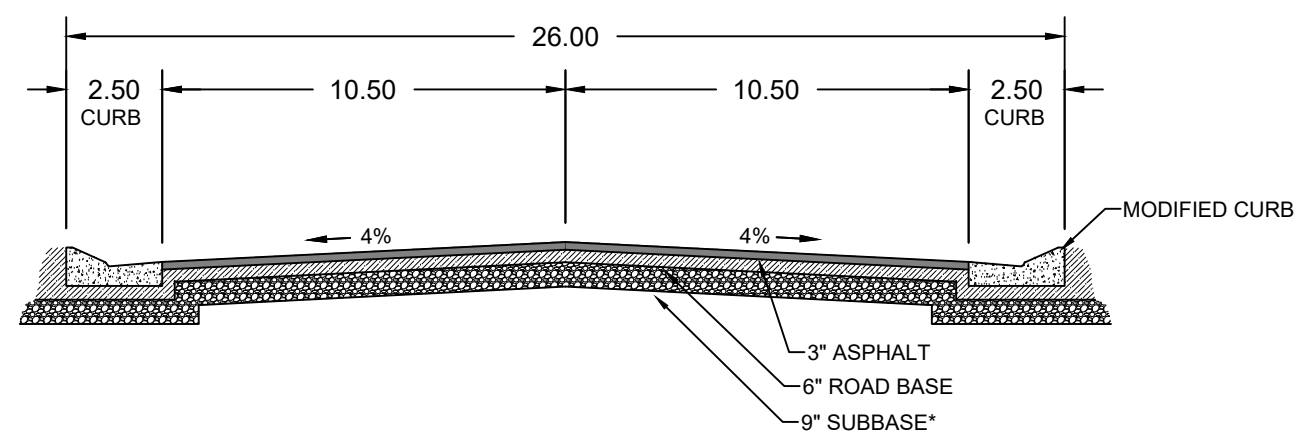
4



* SIDEWALKS AND PARKING STALLS ALONG 37' SUB-LOCAL ROADWAYS TO BE H.O.A. OWNED AND MAINTAINED.



* SIDEWALKS AND PARKING STALLS ALONG 37' SUB-LOCAL ROADWAYS TO BE H.O.A. OWNED AND MAINTAINED.



26' CROSS-SECTION - PRIVATE ALLEY
(BLUE IVY ALLEY, WINDFLOWER ROAD, BLUESTAR LANE)

NOTES:
ALL PAVING SECTIONS AS SHOWN ARE PER CITY STANDARD.
PAVING SECTIONS TO BE VERIFIED BY THE GEO-TECHNICAL
ENGINEER BASED ON SITE-SPECIFIC ANALYSIS.



CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

15 OCT 2024

Per the approved Community Plan Page 4-11

Parking Standards

Parking requirements shall be based on the number of bedrooms in each home.

For 1-bedroom homes, 1.75 stalls are required.

For 2-bedroom homes, 2.5 parking stalls are required.

For 3-bedroom homes, 3 parking stalls are required.

For 4-bedroom homes and greater, 3.5 stalls are required.

Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.



BUILDING RENDERING IS CONCEPTUAL. FINAL DESIGN MAY DIFFER SLIGHTLY. SEE D200 SERIES SHEETS FOR FINAL DESIGN FEATURES.



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

3-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#1

D101-A

15 OCT 2024



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

3-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#2

D101-B

15 OCT 2024



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

3-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#3

D101-C

15 OCT 2024



CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

3-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#4

D101-D

15 OCT 2024



BUILDING RENDERING IS CONCEPTUAL. FINAL DESIGN MAY DIFFER SLIGHTLY. SEE D200 SERIES SHEETS FOR FINAL DESIGN FEATURES.



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

4-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#2

D102

15 OCT 2024



BUILDING RENDERING IS CONCEPTUAL. FINAL DESIGN MAY DIFFER SLIGHTLY. SEE D200 SERIES SHEETS FOR FINAL DESIGN FEATURES.



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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

5-PLEX-01 REAR LOAD
EXTERIOR VIEW
OPTION#4

D103

15 OCT 2024



FRONT ELEVATION
3/16" = 1'-0"

1
D201-A



LEFT ELEVATION
3/16" = 1'-0"

2
D201-A

PERCENTAGES OF MATERIALS-SPLEX OPTION-1						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	651	256	155	156	1218	23
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	368	470	1054	1040	2932	56
STUCCO (ARCTIC WHITE)	0	0	0	0	0	0
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5223	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)	
1.	DECORATIVE SHUTTERS - NO
2.	BAY WINDOWS - YES
3.	POP-OUTS - YES
4.	TRELLIS OR ARBOR STRUCTURES - NO
5.	PORCHES - YES
6.	DECORATIVE GABLES - YES
7.	DORMER WINDOWS - NO
8.	EXPOSED TIMBERS - YES
9.	BALCONIES - NO
10.	COLUMNS - YES
11.	TURRETS - NO
12.	DECORATIVE TRIM AND MOLDINGS - YES
13.	DETAILED GRILLS AND RAILINGS - NO
14.	ARCHITECTURAL LIGHTING - YES
15.	DECORATIVE MASONRY PATTERN - NO
16.	WINDOW GRIDS - YES
17.	DECORATIVE DOORS AND WINDOWS - YES
TOTAL FEATURES PROVIDED = 10	

ELEVATION / SECTION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION

3/16" = 1'-0"

1
D202-A



RIGHT ELEVATION

3/16" = 1'-0"

2
D202-A

PERCENTAGES OF MATERIALS-SPLEX OPTION-1						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	651	256	155	156	1218	23
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	358	470	1054	1040	2922	56
STUCCO (ARCTIC WHITE)	0	0	0	0	0	0
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5223	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



FRONT ELEVATION

3/16" = 1'-0"

1
D201-B



LEFT ELEVATION

3/16" = 1'-0"

2
D201-B

PERCENTAGES OF MATERIALS - SPLEX OPTION-2						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	651	256	155	156	1218	23
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	154	328	473	459	1414	27
WINDOWS & DOORS	392	562	48	61	1063	21
TOTAL SF					5223	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION
3/16" = 1'-0"

1
D202-B



RIGHT ELEVATION
3/16" = 1'-0"

2
D202-B

PERCENTAGES OF MATERIALS - SPLEX OPTION-2						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	651	256	155	156	1218	23
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	154	328	473	459	1414	27
WINDOWS & DOORS	392	562	48	61	1063	21
TOTAL SF					5223	100

ARCHITECTURAL FEATURES PER EMHC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



FRONT ELEVATION

3/16" = 1'-0"

1
D201-C



LEFT ELEVATION

3/16" = 1'-0"

2
D201-C

PERCENTAGES OF MATERIALS-SPLEX OPTION-3						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	496	256	155	156	1063	20
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	343	329	473	459	1604	30
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5254	100

ARCHITECTURAL FEATURES PER EMHC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION
3/16" = 1'-0"

1
D202-C



RIGHT ELEVATION
3/16" = 1'-0"

2
D202-C

PERCENTAGES OF MATERIALS-SPLEX OPTION-3						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	496	256	155	156	1063	20
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	343	329	473	459	1604	30
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5254	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



FRONT ELEVATION
3/16" = 1'-0"

1
D201-D



LEFT ELEVATION
3/16" = 1'-0"

2
D201-D

PERCENTAGES OF MATERIALS-3PLEX OPTION-4						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	496	256	155	156	1063	20
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	349	328	473	459	1509	30
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5254	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

- DECORATIVE SHUTTERS - NO
- BAY WINDOWS - YES
- POP-OUTS - YES
- TRELLIS OR ARBOR STRUCTURES - NO
- PORCHES - YES
- DECORATIVE GABLES - YES
- DORMER WINDOWS - NO
- EXPOSED TIMBERS - YES
- BALCONIES - NO
- COLUMNS - YES
- TURRETS - NO
- DECORATIVE TRIM AND MOLDINGS - YES
- DETAILED GRILLS AND RAILINGS - NO
- ARCHITECTURAL LIGHTING - YES
- DECORATIVE MASONRY PATTERN - NO
- WINDOW GRIDS - YES
- DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION
3/16" = 1'-0"

1
D202-D



RIGHT ELEVATION
3/16" = 1'-0"

2
D202-D

PERCENTAGES OF MATERIALS-3PLEX OPTION-4						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (EVENING BLUE)	496	256	155	156	1063	20
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	204	142	581	581	1508	29
STUCCO (ARCTIC WHITE)	349	328	473	459	1609	30
WINDOWS & DOORS	392	582	48	61	1083	21
TOTAL SF					5254	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



FRONT ELEVATION

3/16" = 1'-0"

1
D203



LEFT ELEVATION

3/16" = 1'-0"

2
D203

PERCENTAGES OF MATERIALS-4PLEX OPTION-2						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	883	320	153	136	1512	25
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	255	185	581	581	1503	27
STUCCO (ARCTIC WHITE)	185	428	473	459	1553	26
WINDOWS & DOORS	465	776	48	61	1350	22
TOTAL SF					6018	100

ARCHITECTURAL FEATURES PER EMCMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - NO
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 8

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION
3/16" = 1'-0"

1
D204



RIGHT ELEVATION
3/16" = 1'-0"

2
D204

PERCENTAGES OF MATERIALS-4PLEX OPTION-2						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	883	320	153	136	1512	25
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	255	185	581	581	1503	27
STUCCO (ARCTIC WHITE)	185	428	473	459	1553	26
WINDOWS & DOORS	465	776	48	61	1350	22
TOTAL SF					6018	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - NO
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 8

ELEVATION / SECTION MATERIAL LEGEND

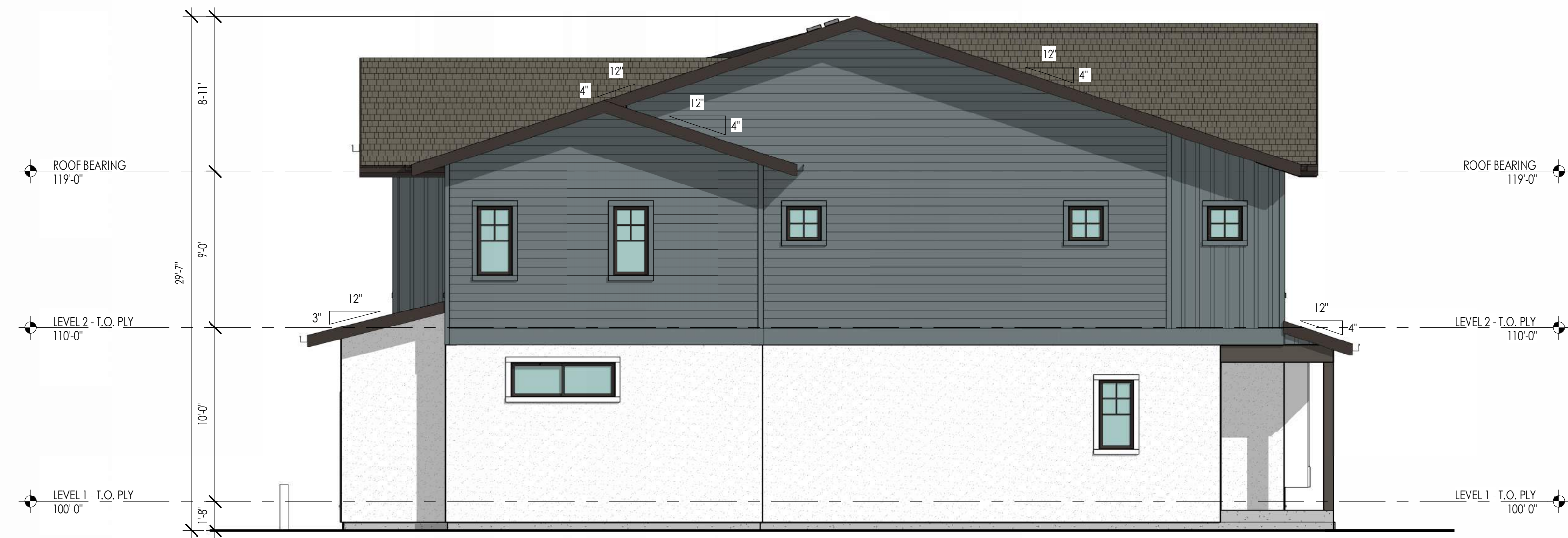
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



FRONT ELEVATION

3/16" = 1'-0"

1
D205



LEFT ELEVATION

3/16" = 1'-0"

2
D205

PERCENTAGES OF MATERIALS-SPLEX OPTION-4						
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF	PERCENTAGE
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	861	389	155	156	1561	22
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	298	228	581	581	1688	24
STUCCO (ARCTIC WHITE)	541	524	473	459	1997	29
WINDOWS & DOORS	616	970	48	61	1695	24
TOTAL SF					6941	100

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

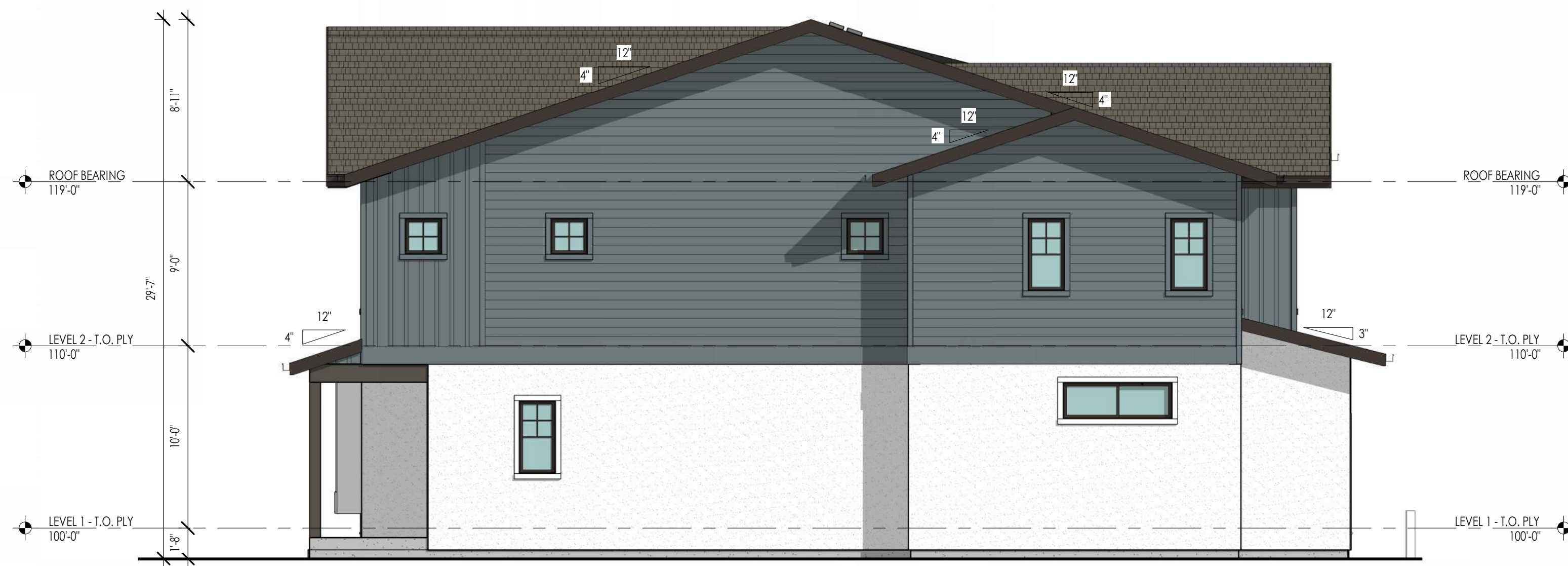
ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



REAR ELEVATION
3/16" = 1'-0"

3
D206



RIGHT ELEVATION
3/16" = 1'-0"

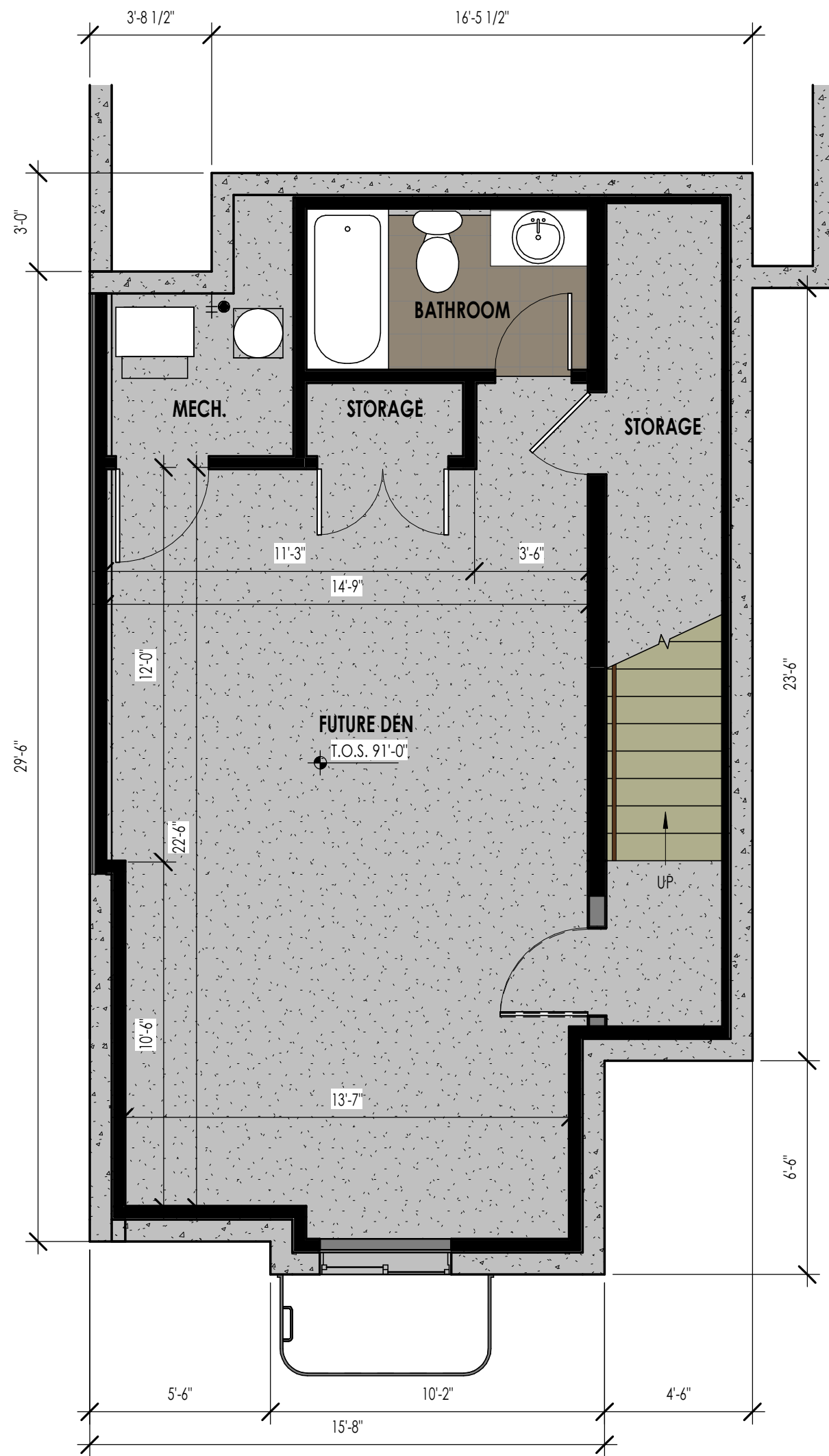
1
D206

PERCENTAGES OF MATERIALS-SPLEX OPTION-4					
	FRONT ELEVATION	REAR ELEVATION	LEFT ELEVATION	RIGHT ELEVATION	TOTAL SF
BOARD & BATT FIBER CEMENT (BOOTHBAY BLUE)	861	389	155	156	1561
LAP SIDING FIBER CEMENT (ARCTIC WHITE)	296	225	581	581	1688
STUCCO (ARCTIC WHITE)	541	524	473	459	1997
WINDOWS & DOORS	616	970	48	61	1695
TOTAL SF					6941

ARCHITECTURAL FEATURES PER EMHC 17.72.040 ARCHITECTURAL STANDARDS (E.2)	
1.	DECORATIVE SHUTTERS - NO
2.	BAY WINDOWS - YES
3.	POP-OUTS - YES
4.	TRELLIS OR ARBOR STRUCTURES - NO
5.	PORCHES - YES
6.	DECORATIVE GABLES - YES
7.	DORMER WINDOWS - NO
8.	EXPOSED TIMBERS - YES
9.	BALCONIES - NO
10.	COLUMNS - YES
11.	TURRETS - NO
12.	DECORATIVE TRIM AND MOLDINGS - YES
13.	DETAILED GRILLS AND RAILINGS - NO
14.	ARCHITECTURAL LIGHTING - YES
15.	DECORATIVE MASONRY PATTERN - NO
16.	WINDOW GRIDS - YES
17.	DECORATIVE DOORS AND WINDOWS - YES
TOTAL FEATURES PROVIDED = 10	

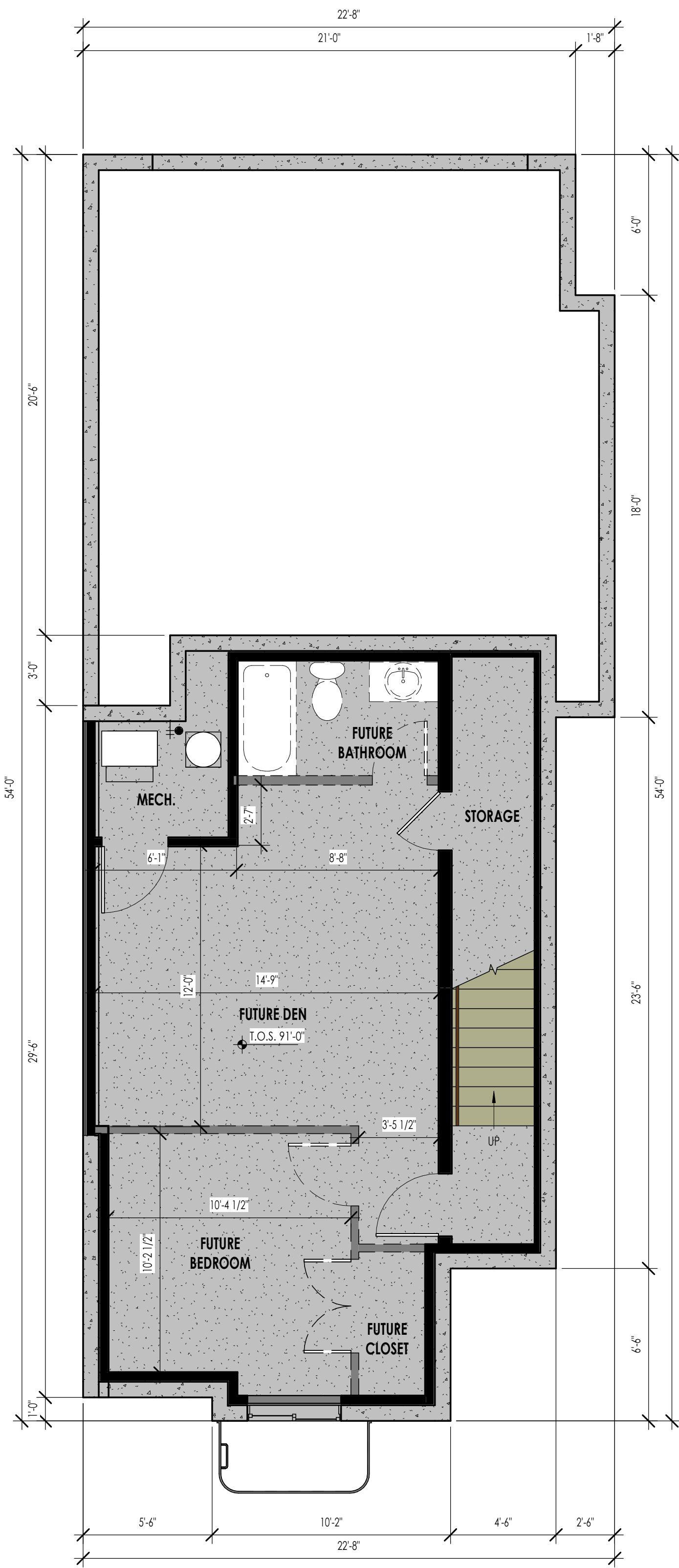
ELEVATION / SECTION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STUCCO SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

UNIT A1 - AREAS		
LEVEL	NAME	AREA
LEVEL-1	MAIN LEVEL	621 SF
LEVEL-2	UPPER LEVEL	987 SF
		1608 SF
LEVEL-0	BASEMENT LEVEL	563 SF
LEVEL-1	GARAGE	475 SF
		1038 SF
Grand total		2646 SF



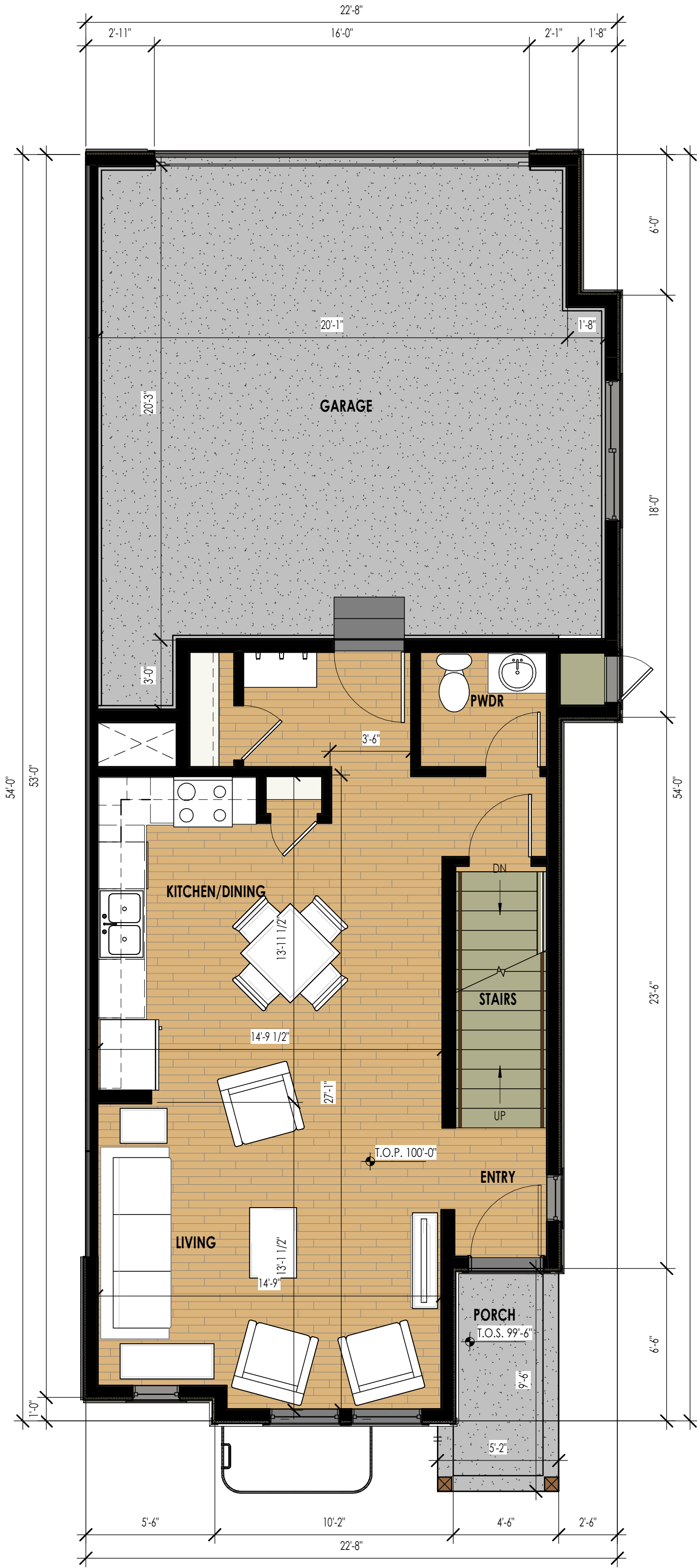
LEVEL 0 - PRESENTATION Open Plan
1/4" = 1'-0"

1
D401



LEVEL 0 - PRESENTATION
1/4" = 1'-0"

2
D401



LEVEL 1 - PRESENTATION
1/4" = 1'-0"

3
D401



LEVEL 2 - PRESENTATION
1/4" = 1'-0"

4
D401



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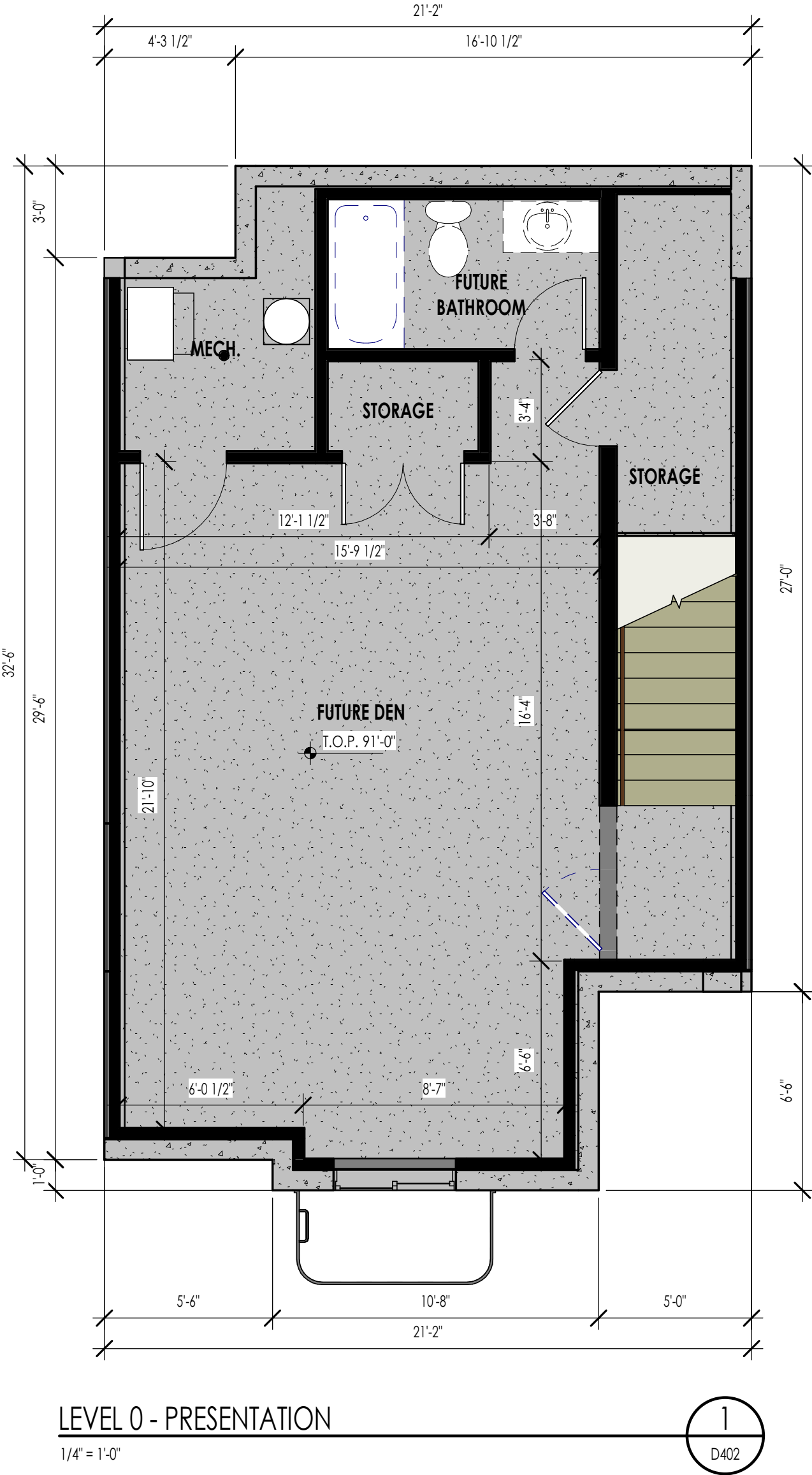
REAR LOAD - UNIT A1 BASEMENT - ARROWHEAD

UNIT A1 BSMT
MARKETING PLANS

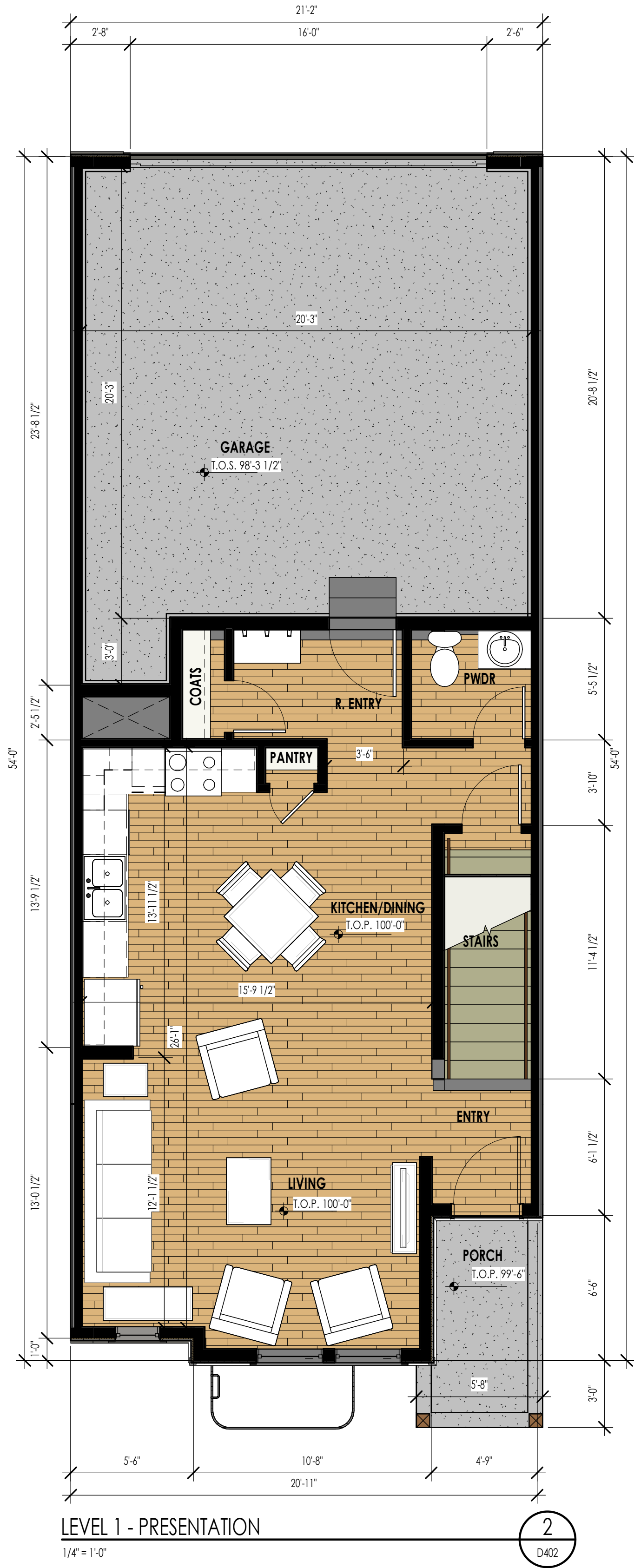
D401

15 OCT 2024

UNIT A2 - AREAS	
NAME	AREA
MAIN LEVEL	644 SF
UPPER LEVEL	981 SF
	1625 SF
BASEMENT LEVEL	610 SF
GARAGE	444 SF
	1055 SF
Grand total	2680 SF



NOTE: FOR OPEN PLAN BASEMENT
OPTION SEE SHEET D401



SWATCH:



DESCRIPTION:

FIBER CEMENT
SCHEME-1

MANUFACTURER:

JAMES HARDIE

COLOR:

"BOOTHBAY BLUE"
OR SIMILAR



FIBER CEMENT
SCHEME-2

JAMES HARDIE

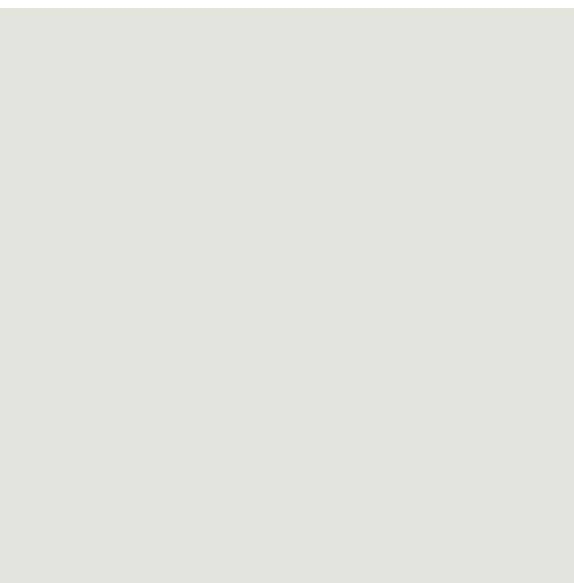
"EVENING BLUE"
OR SIMILAR



FIBER CEMENT-SIDING

JAMES HARDIE

"ARCTIC WHITE"
OR SIMILAR



STUCCO

JAMES HARDIE

"ARCTIC WHITE"
OR SIMILAR



ALUM FASCIA/SOFIT

MASTIC

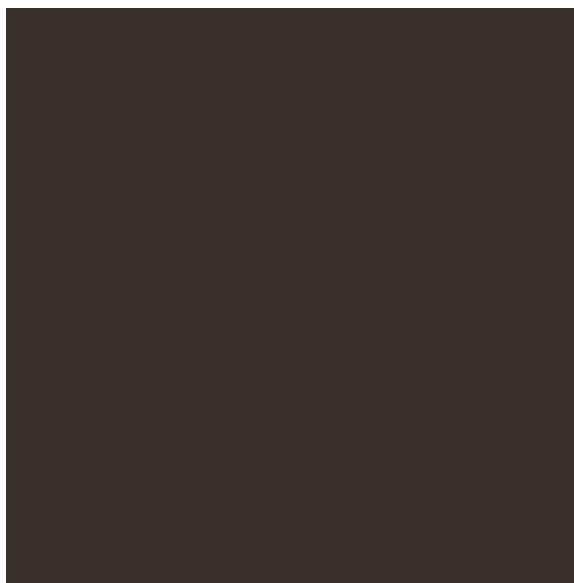
"DARK BRONZE"
OR SIMILAR



FRONT DOOR

TBD

SHERWIN WILLIAMS
"DOVETAIL"
(SW 7018)OR SIMILAR

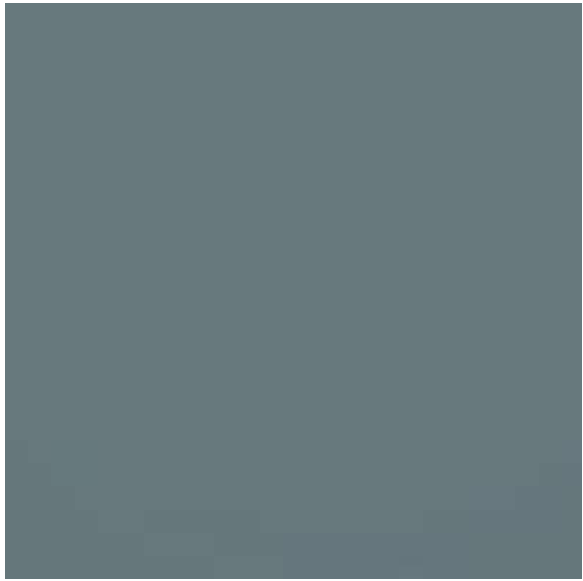


GARAGE DOOR

CHI

"DARK BRONZE "
OR SIMILAR

SWATCH:



DESCRIPTION:

WIN.DR & BAND TRIM
WHERE ALL BOOTHBAY
SIDING IS USED

MANUFACTURER:

JAMES HARDIE

COLOR:

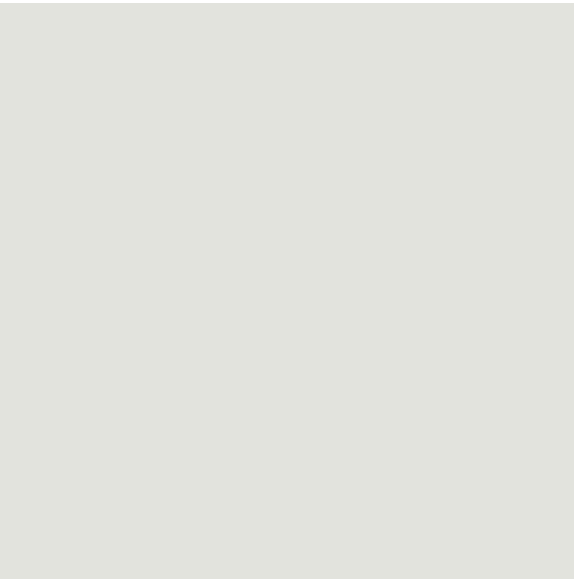
"BOOTHBAY BLUE"
OR SIMILAR



WIN.DR & BAND TRIM
WHERE ALL EVENING
BLUE SIDING IS USED

JAMES HARDIE

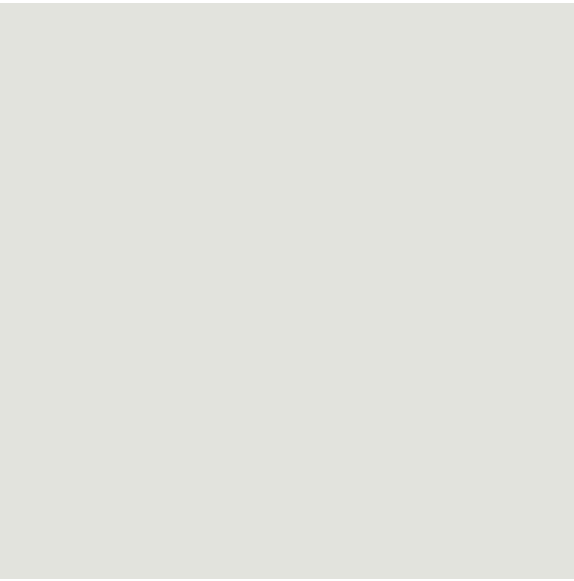
"EVENING BLUE"
OR SIMILAR



WIN.DR & BAND TRIM
WHERE ALL ARCTIC
WHITE SIDING IS USED

JAMES HARDIE

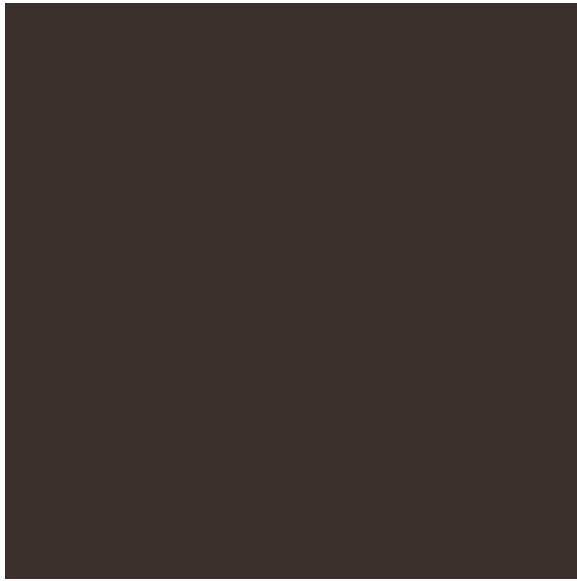
"ARCTIC WHITE"
OR SIMILAR



WIN.DR & BAND TRIM
(STUCCO)

JAMES HARDIE

"ARCTIC WHITE"
OR SIMILAR



WINDOWS

ANDERSON

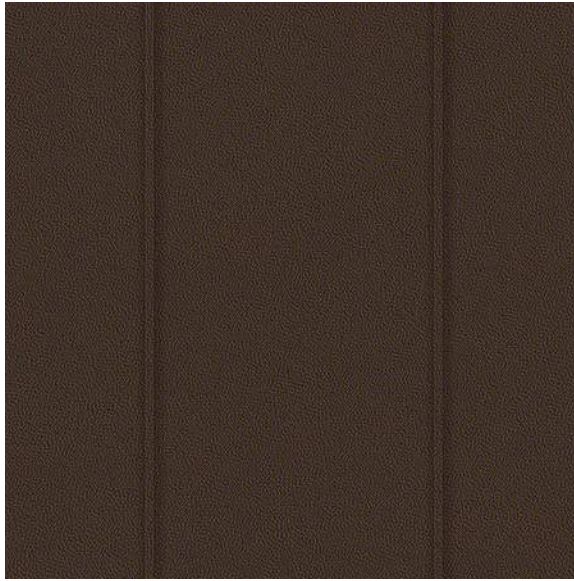
"DARK BRONZE "
OR SIMILAR



TIMBERS

TBD

SHERWIN WILLIAMS
"URBAN BRONZE"
(SW 7048)OR SIMILAR



ROOF-STANDING
SEAM.

MBCI

"MEDIUM BRONZE"
OR SIMILAR

SWATCH:



DESCRIPTION:

ROOFING

MANUFACTURER:

CERTIANTEED

COLOR:

"WEATHEREDWOOD "
OR SIMILAR

CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH



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COLOR/MATERIAL
BOARD

D501

15 OCT 2024



CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

15 OCT 2024

Per the approved Community Plan Page 4-11

Parking Standards

Parking requirements shall be based on the number of bedrooms in each home.

For 1-bedroom homes, 1.75 stalls are required.

For 2-bedroom homes, 2.5 parking stalls are required.

For 3-bedroom homes, 3 parking stalls are required.

For 4-bedroom homes and greater, 3.5 stalls are required.

Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.





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CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

6-PLEX-01 FRONT LOAD
EXTERIOR VIEW

D105

15 OCT 2024



PERCENTAGES OF MATERIALS	
FIBER CEMENT BOARD AND BATT SIDING	= 32%
FIBER CEMENT LAP SIDING	= 31%
WINDOWS AND DOORS	= 37%

FRONT ELEVATION

3/16" = 1'-0"

1
D207



PERCENTAGES OF MATERIALS	
FIBER CEMENT BOARD AND BATT SIDING	= 20%
FIBER CEMENT LAP SIDING	= 76%
WINDOWS AND DOORS	= 04%

LEFT ELEVATION

3/16" = 1'-0"

2
D207

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



PERCENTAGES OF MATERIALS	
FIBER CEMENT BOARD AND BATT SIDING	= 26%
FIBER CEMENT LAP SIDING	= 51%
WINDOWS AND DOORS	= 23%

REAR ELEVATION

3/16" = 1'-0"

4
D208



PERCENTAGES OF MATERIALS	
FIBER CEMENT BOARD AND BATT SIDING	= 20%
FIBER CEMENT LAP SIDING	= 76%
WINDOWS AND DOORS	= 04%

RIGHT ELEVATION

3/16" = 1'-0"

1
D208

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

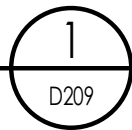
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



PERCENTAGES OF MATERIALS	
FIBRE CEMENT BOARD AND BATT SIDING	= 31%
FIBER CEMENT LAP SIDING	= 31%
WINDOWS AND DOORS	= 38%

FRONT ELEVATION

3/16" = 1'-0"



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBRE CEMENT SIDING	= 18%
HORIZONTAL FIBER CEMENT LAP SIDING	= 71%
WOOD FEATURES	= 01%
FASCIA	= 06%
WINDOW	= 04%

LEFT ELEVATION

3/16" = 1'-0"



ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

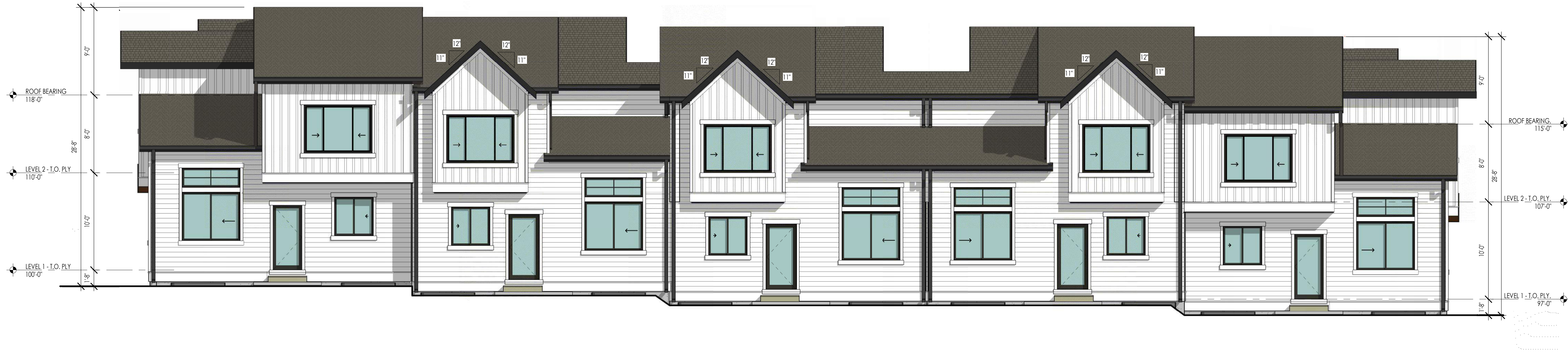
1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR. MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

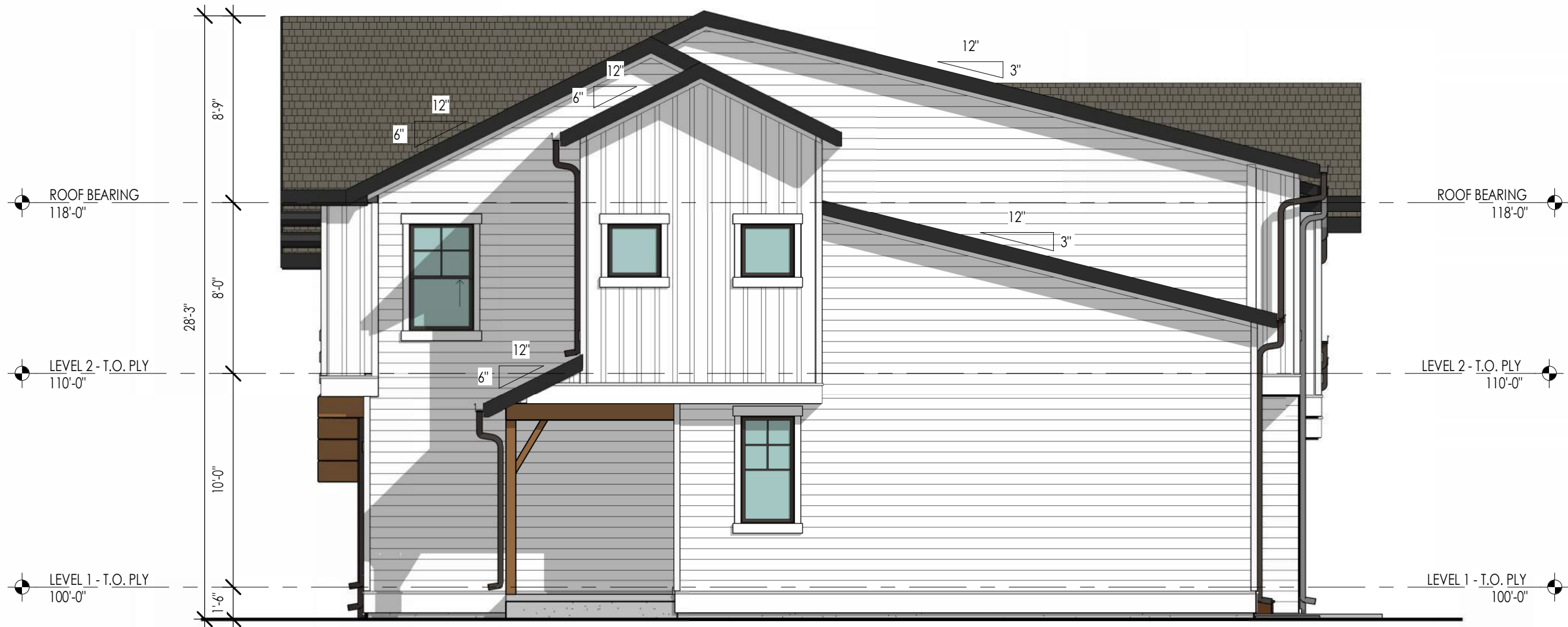
ELEVATIONS SHOWN WITH FOUNDATION STEPS BETWEEN UNITS REFLECTING GRADE CHANGE ACCROSS THE BULIDING WHEN NEEDED. FOR SOME BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207



PERCENTAGES OF MATERIALS	
FIBRE CEMENT BOARD AND BATT SIDING	= 24%
FIBER CEMENT LAP SIDING	= 52%
WINDOWS AND DOORS	= 24%

REAR ELEVATION
3/16" = 1'-0"

1
D210



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBRE CEMENT SIDING	= 18%
HORIZONTAL FIBER CEMENT LAP SIDING	= 71%
WOOD FEATURES	= 01%
FASCIA	= 06%
WINDOW	= 04%

RIGHT ELEVATION
3/16" = 1'-0"

2
D212

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E-2)

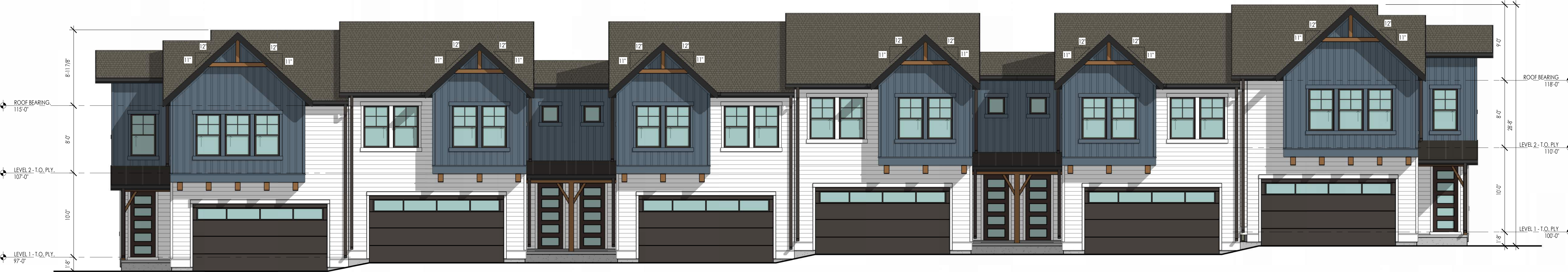
1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - NO
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 9

ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT FIBER CEMENT SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.

ELEVATIONS SHOWN WITH FOUNDATION STEPS
BETWEEN UNITS REFLECTING GRADE CHANGE
ACROSS THE BUILDING WHEN NEEDED. FOR SOME
BUILDINGS THIS WILL NOT BE NEEDED AND WILL BE
FLAT SIMILAR TO THE 4-PLEX SHOWN ON D207



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBRE CEMENT SIDING	= 28%
HORIZONTAL FIBER CEMENT LAP SIDING	= 29%
STANDING SEAM METAL	= 02%
WOOD FEATURES	= 01%
FASCIA	= 04%
DOOR	= 03%
WINDOW	= 11%
GARAGE DOOR	= 22%

FRONT ELEVATION

3/16" = 1'-0"

1
D211



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBRE CEMENT SIDING	= 18%
HORIZONTAL FIBER CEMENT LAP SIDING	= 71%
WOOD FEATURES	= 01%
FASCIA	= 06%
WINDOW	= 04%

LEFT ELEVATION

3/16" = 1'-0"

2
D211

ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

ELEVATION / SECTION MATERIAL LEGEND

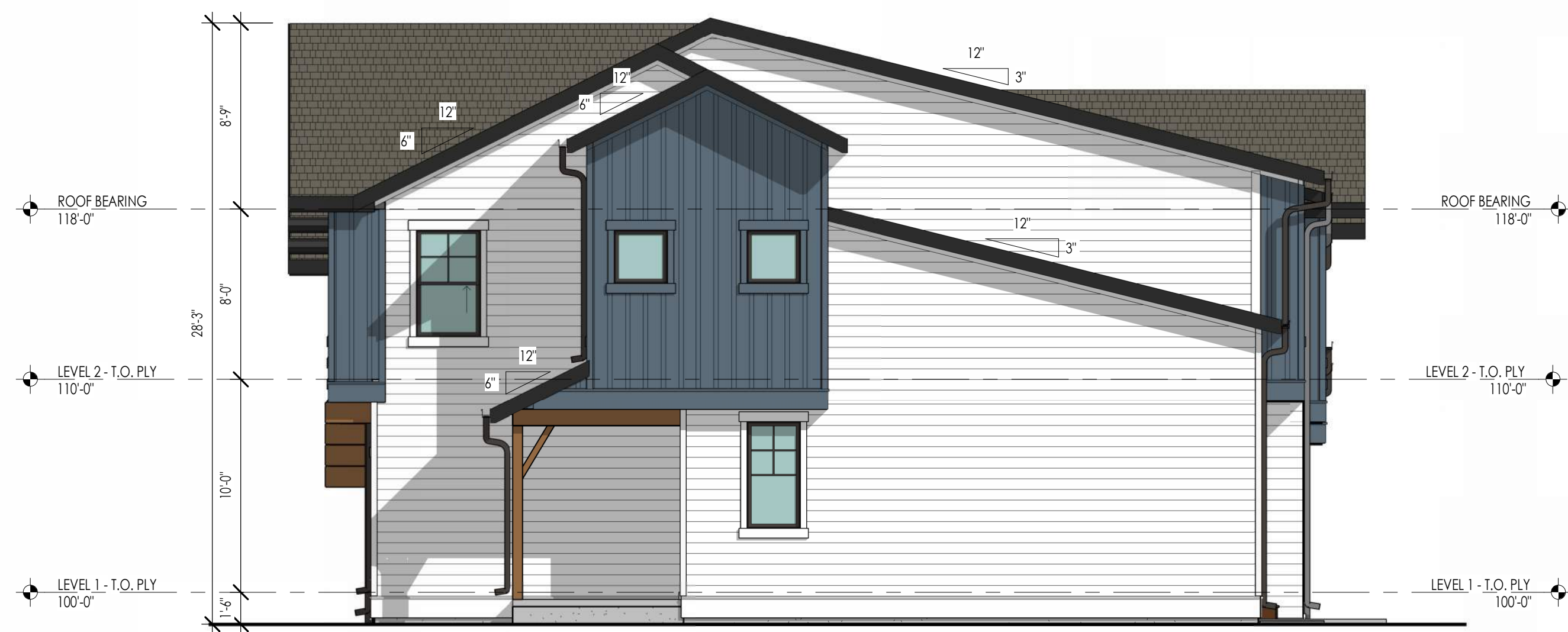
HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBER CEMENT SIDING	= 22%
HORIZONTAL FIBER CEMENT LAP SIDING	= 50%
FASCIA	= 05%
DOOR	= 04%
WINDOW	= 19%

REAR ELEVATION
3/16" = 1'-0"

1
D212



PERCENTAGES OF MATERIALS	
BOARD AND BATT FIBER CEMENT SIDING	= 18%
HORIZONTAL FIBER CEMENT LAP SIDING	= 71%
WOOD FEATURES	= 01%
FASCIA	= 06%
WINDOW	= 04%

RIGHT ELEVATION
3/16" = 1'-0"

2
D212

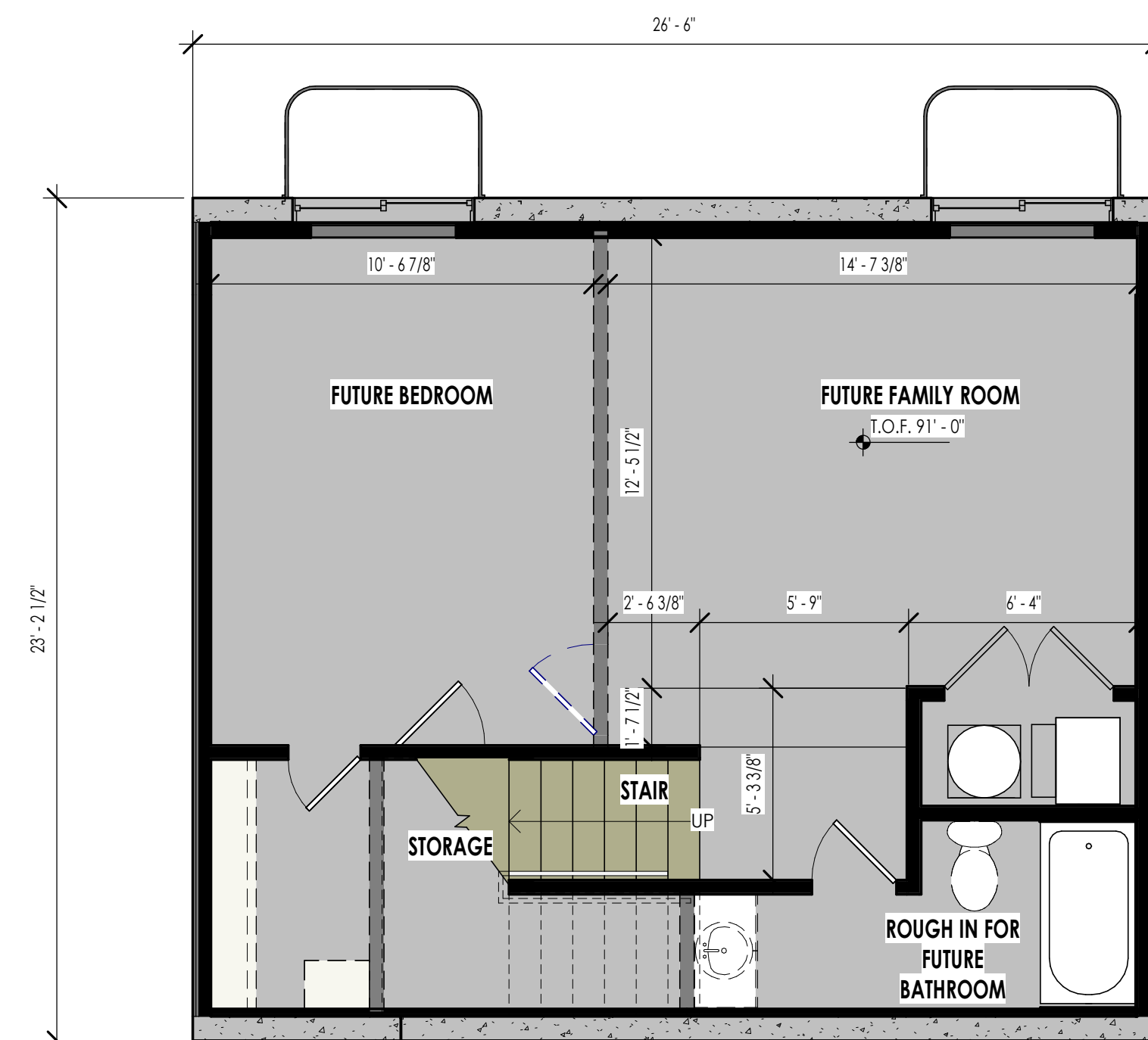
ARCHITECTURAL FEATURES PER EMMC 17.72.040 ARCHITECTURAL STANDARDS (E.2)

1. DECORATIVE SHUTTERS - NO
2. BAY WINDOWS - YES
3. POP-OUTS - YES
4. TRELLIS OR ARBOR STRUCTURES - NO
5. PORCHES - YES
6. DECORATIVE GABLES - YES
7. DORMER WINDOWS - NO
8. EXPOSED TIMBERS - YES
9. BALCONIES - NO
10. COLUMNS - YES
11. TURRETS - NO
12. DECORATIVE TRIM AND MOLDINGS - YES
13. DETAILED GRILLS AND RAILINGS - NO
14. ARCHITECTURAL LIGHTING - YES
15. DECORATIVE MASONRY PATTERN - NO
16. WINDOW GRIDS - YES
17. DECORATIVE DOORS AND WINDOWS - YES

TOTAL FEATURES PROVIDED = 10

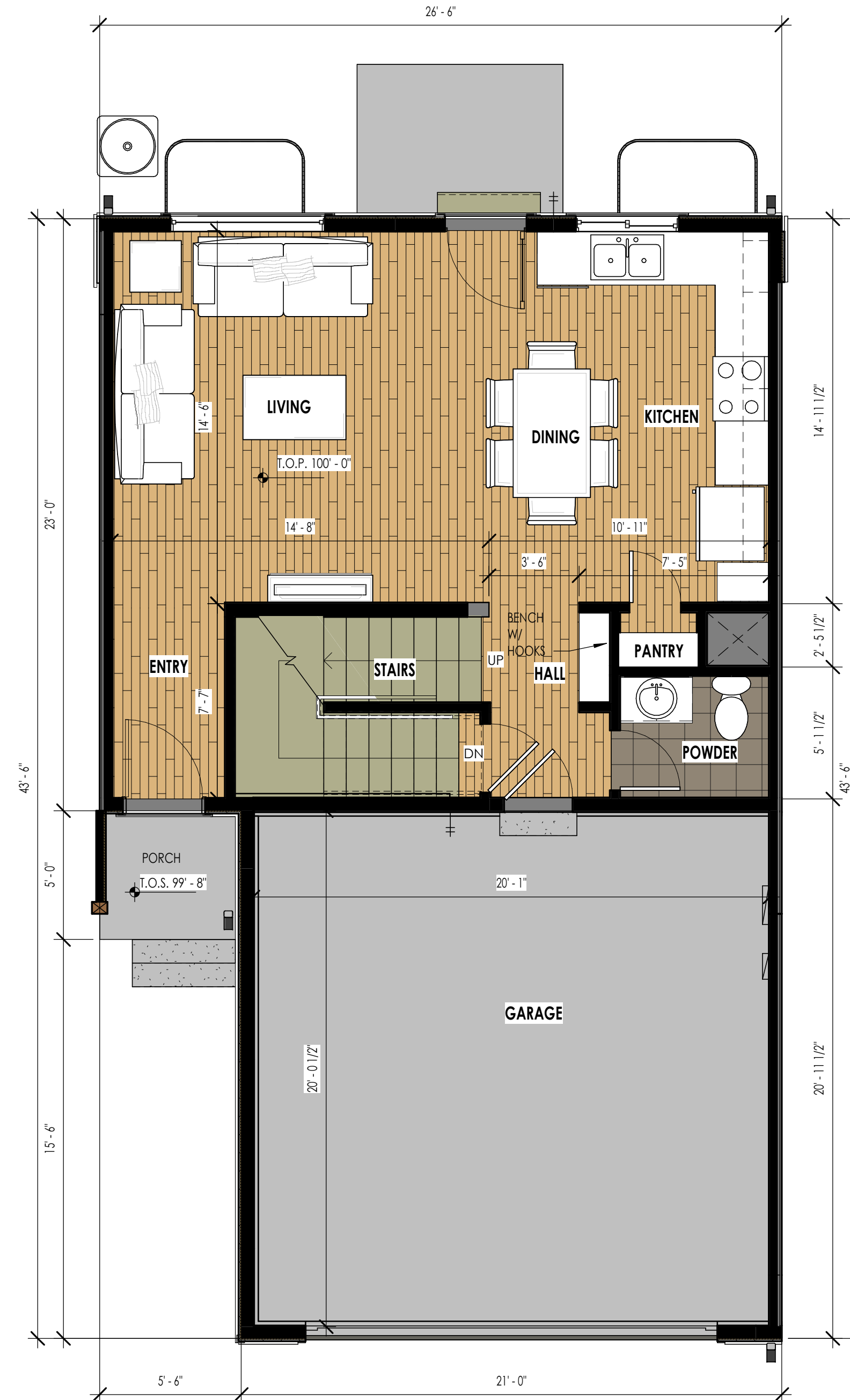
ELEVATION / SECTION MATERIAL LEGEND

HATCH PATTERN	DESCRIPTION
	ASPHALT SHINGLE ROOFING 30YR MIN. SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	STANDING SEAM METAL ROOFING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	FIBER CEMENT LAP SIDING SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.
	BOARD AND BATT SEE COLOR/MATERIAL BOARD FOR COLOR SELECTION.



LEVEL 0 - MARKETING FLOOR PLAN
1/4" = 1'-0"

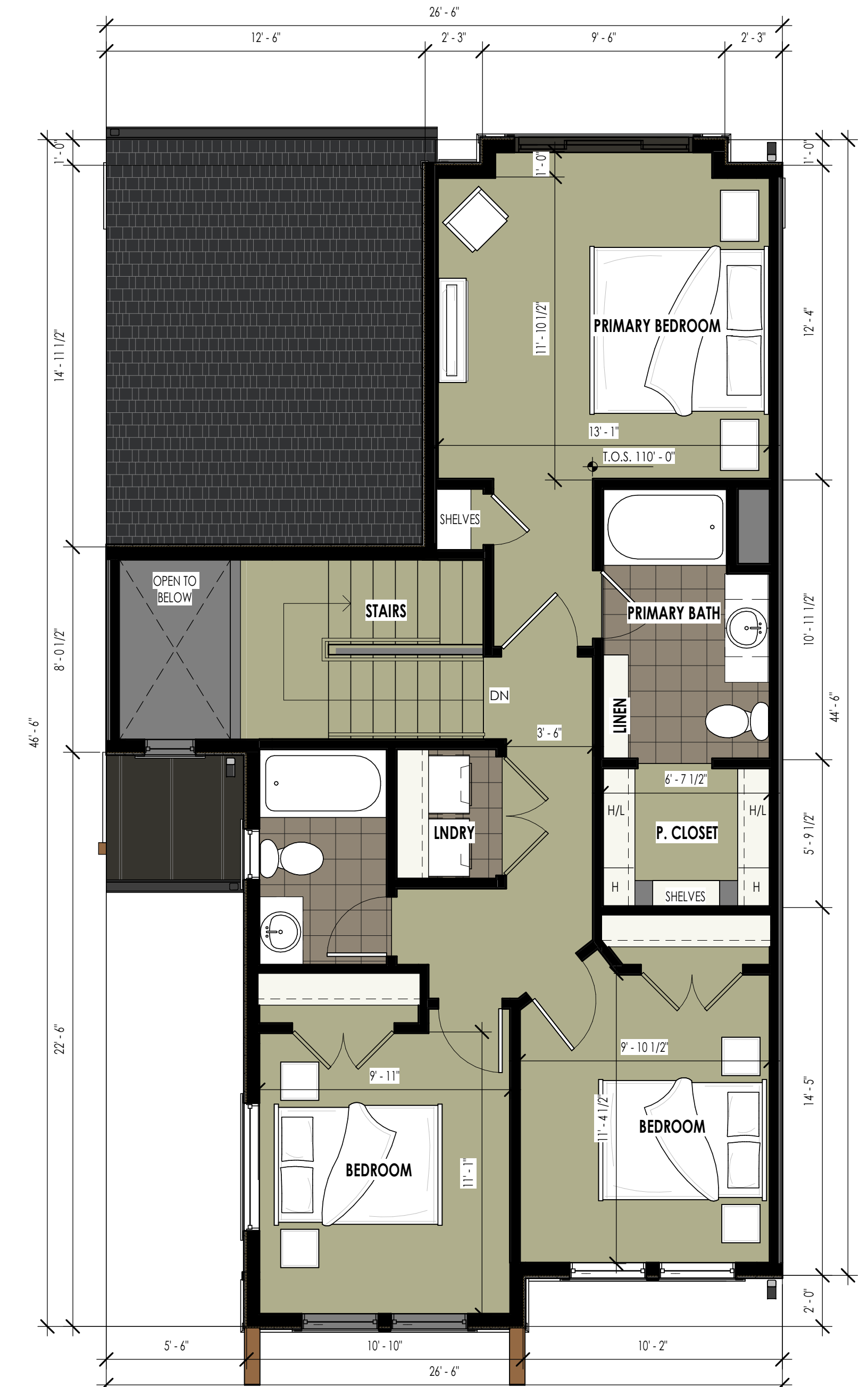
1
D403



LEVEL 1 - MARKETING FLOOR PLAN
1/4" = 1'-0"

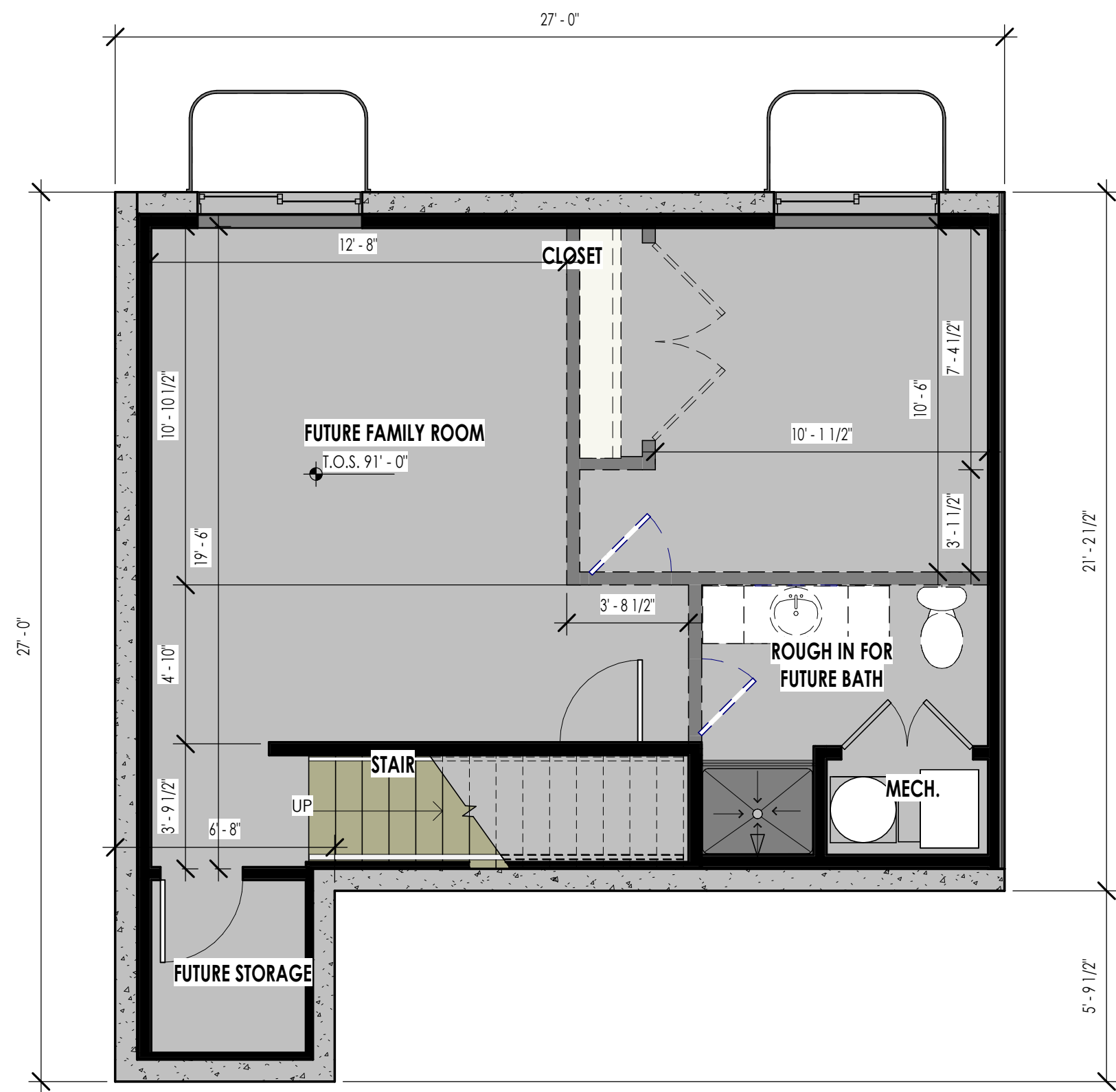
2
D403

UNIT Y AREAS	
NAME	AREA
LEVEL 1 FINISHED	603 SF
LEVEL 2 FINISHED	763 SF
	1366 SF
LEVEL 0 UNFINISHED	568 SF
GARAGE	427 SF
	996 SF
Grand total	2361 SF



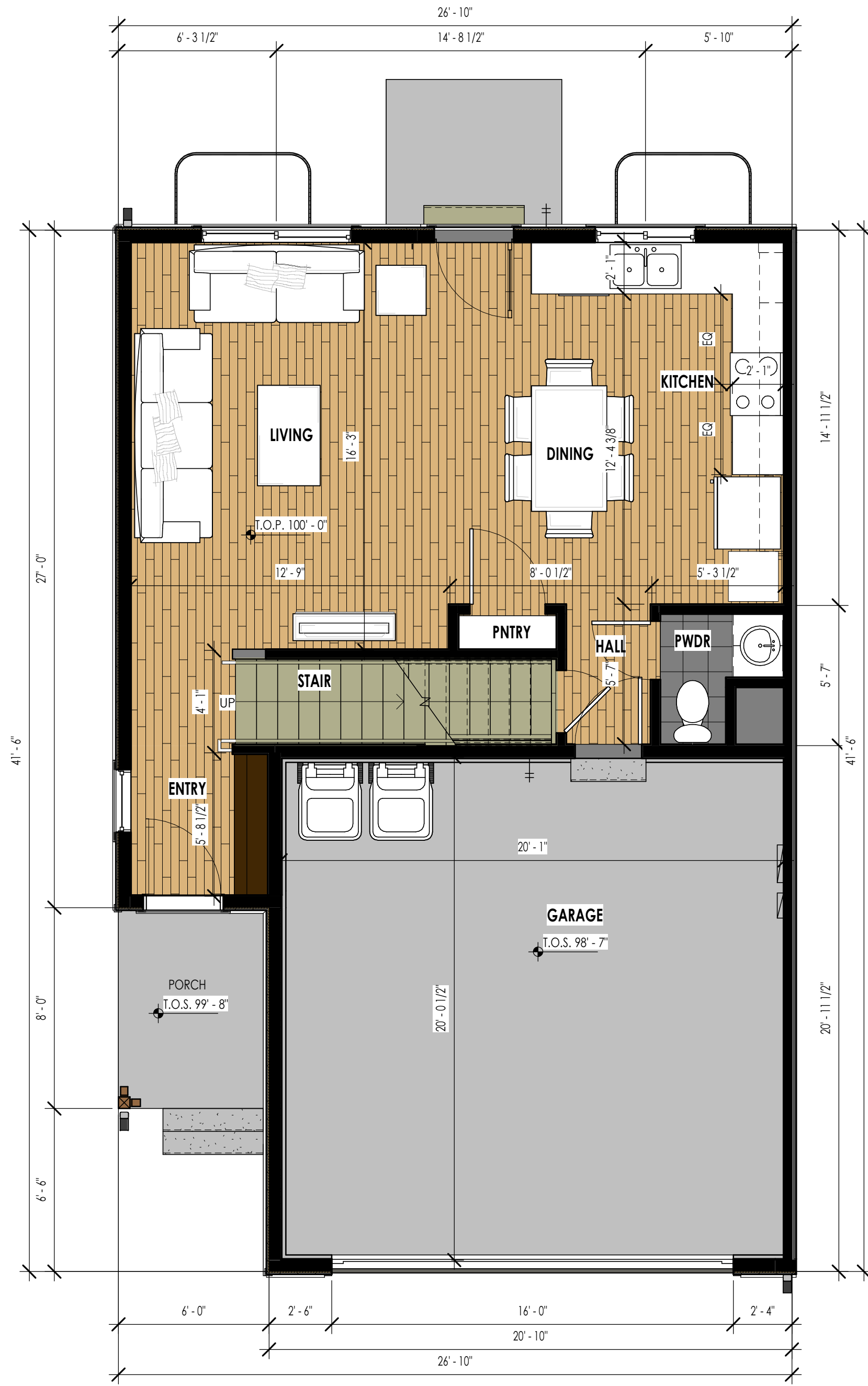
LEVEL 2 - MARKETING FLOOR PLAN
1/4" = 1'-0"

3
D403



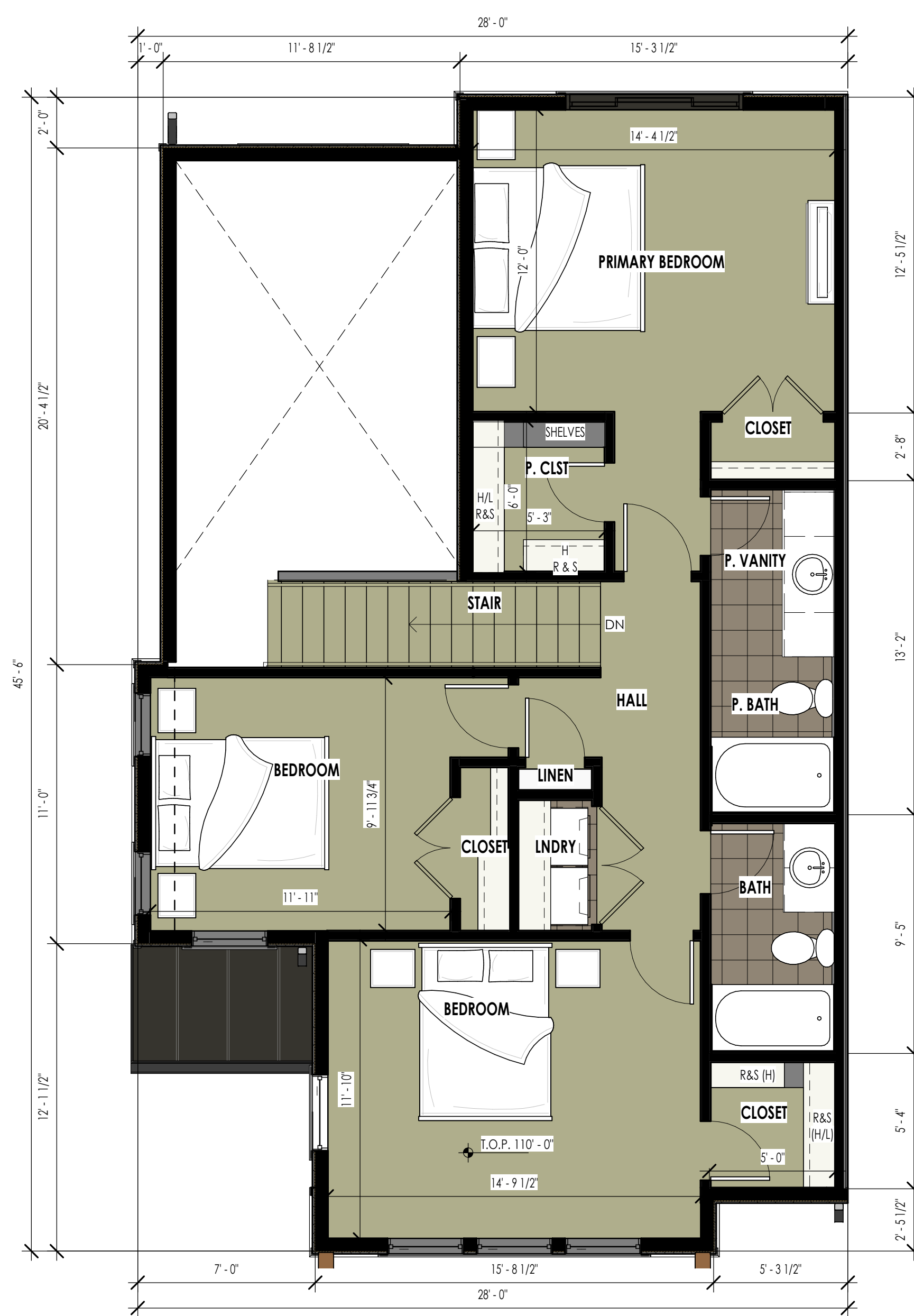
LEVEL 0 - MARKETING FLOOR PLAN
1/4" = 1'-0"

1
D404



LEVEL 1 - MARKETING FLOOR PLAN
1/4" = 1'-0"

2
D404



LEVEL 2 - MARKETING FLOOR PLAN
1/4" = 1'-0"

3
D404

UNIT T AREAS	
NAME	AREA
LEVEL 1 FINISHED	602 SF
LEVEL 2 FINISHED (middle unit -22 sq. ft.)	866 SF
	1468 SF
LEVEL 0 UNFINISHED	544 SF
GARAGE	424 SF
	968 SF
Grand total	2436 SF



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CANDLELIGHT HOMES - UNIT T BASEMENT

UNIT T-TIMBERLINE
MARKETING FLOOR
PLANS

D404

15 OCT 2024

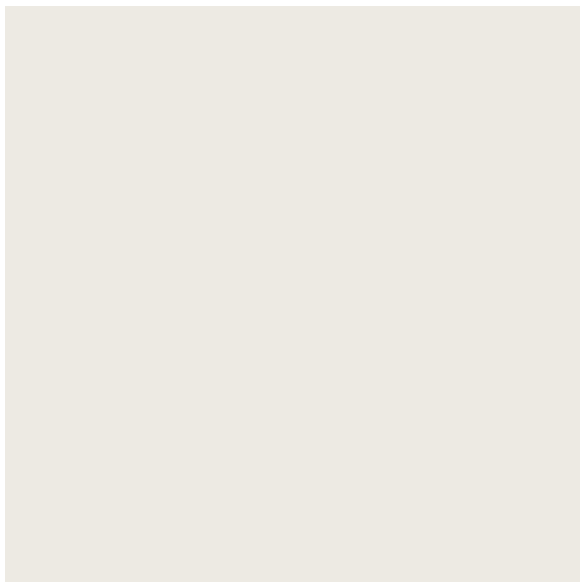
SWATCH:



DESCRIPTION: FRONT DOOR

MANUFACTURER: TBD

COLOR: "BLACK BEAN"
(SW6006) OR SIMILAR



WIN.DR & BAND TRIM
SCHEME-2
JAMES HARDIE

"ARTIC WHITE"
OR SIMILAR



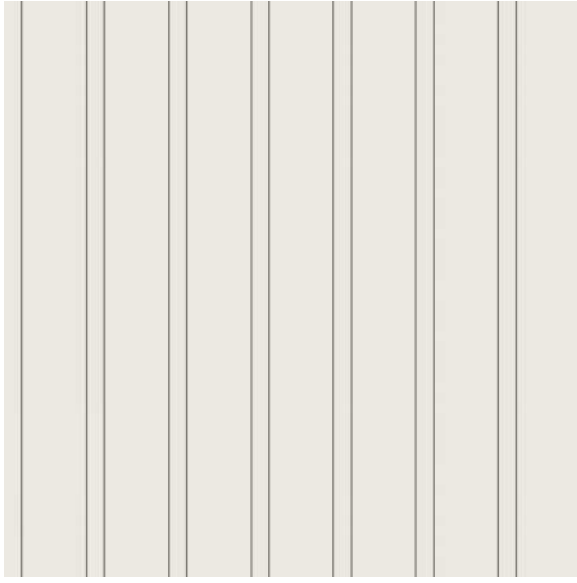
WIN.DR & BAND TRIM
SCHEME-2
JAMES HARDIE

"EVENING BLUE"
OR SIMILAR



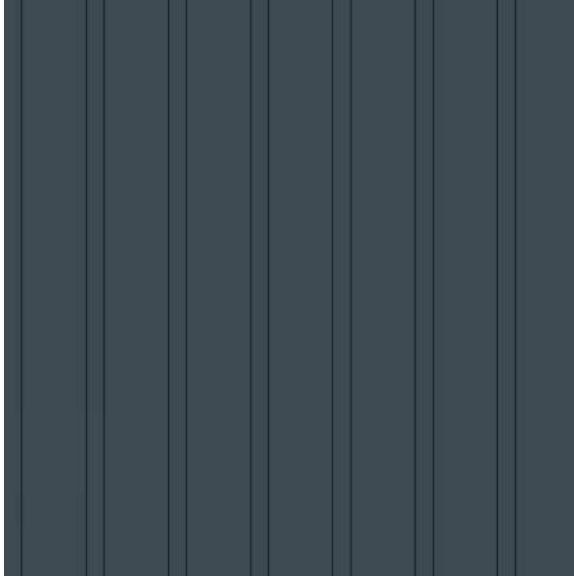
SIDING-COLOR-1
JAMES HARDIE

"ARTIC WHITE"
OR SIMILAR



BOARD AND BATT
SCHEME-1
JAMES HARDIE

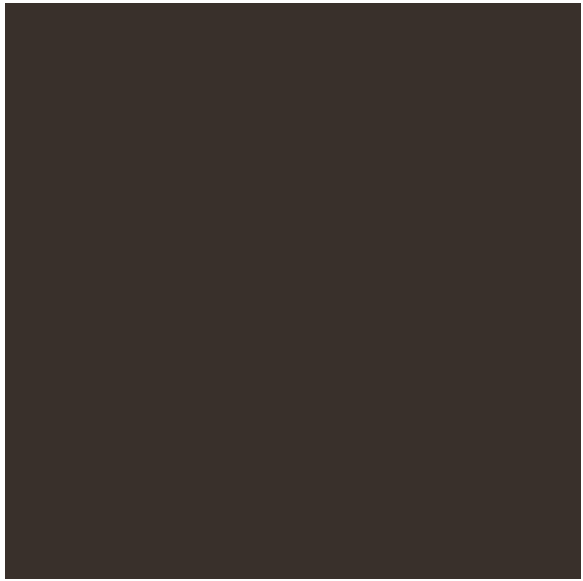
"ARTIC WHITE"
OR SIMILAR



BOARD AND BATT
SCHEME-2
JAMES HARDIE

"EVENING BLUE"
OR SIMILAR

SWATCH:



DESCRIPTION: WINDOWS

MANUFACTURER: ANDERSON

COLOR: "DARK BRONZE"
OR SIMILAR



TIMBERS

TBD
"LEEWARD"
(SW 3533) OR SIMILAR



GARAGE DOOR

CHI
"DARK BRONZE"
OR SIMILAR



ALUM FASCIA/SOFIT

MASTIC
"DARK BRONZE"
OR SIMILAR



ROOFING

CERTIANTEED
"WEATHEREDWOOD "
OR SIMILAR

COLOR SCHEME - FRONT LOAD



CANDLELIGHT HOMES - FIREFLY NPA 8 PHASE A PLAT 8

EAGLE MOUNTAIN, UTAH

COLOR/MATERIAL
BOARD

D501

15 OCT 2024

NATIVE SEED MIX

SPECIES		LBS. PER ACRE (HYDROSEED)	LBS. PER ACRE (DRILLSEED)	% OF MIX
Sandberg Bluegrass	Poa secunda ssp. Sanbergii	0.5	0.33	3.3
Great Basin Wildrye	Leymus cinereus	1.75	1.17	11.7
Snake River Wheatgrass	Elymus wawawaiensis	2.75	1.83	18.3
Sand Dropseed	Sporobolus cryptandrus	0.25	0.17	1.7
Slender Wheatgrass	Elymus trachycaulus	2.5	1.67	16.7
Western Wheatgrass	Pascopyrum smithii	3	1.5	15
Blue Flax	Linum perenne	0.75	0.5	5
Western Yarrow	Achillea millefolium var. occidentalis	0.25	0.17	1.7
Salad Burnet	Sanguisorba minor	1	1.16	11.6
Rocky Mountain Beeplant	Cleome serrulata	0.75	0.5	5
Silky Lupine	Lupinus sericeus	1	0.67	6.7
Gooseberry-leaf Globemallow	Sphaeralcea grossulariifolia	0.25	0.17	1.7
Black Sagebrush	Artemisia nova	0.25	0.16	1.6
Total		15	10	100

*PLANT LISTS HAVE BEEN DEVELOPED WITH THE INTENT TO OBTAIN OPTIMAL PLANT MATERIAL FOR THE COMMUNITY DESIGN VISION AND INTENT. DEVELOPER MAINTAINS THE RIGHT TO INSTALL LIKE IN KIND PLANT MATERIAL SUBSTITUTIONS AS NEEDED DEPENDING ON INDUSTRY AVAILABILITY OR OTHER UNFORESEEN FACTORS.

CONCEPTUAL PLANT PALETTE

ORNAMENTAL GRASSES



BLONDE AMBITION GRASS



COOL AS ICE BLUE FESCUE GRASS



ELIJAH BLUE FESCUE



HAMELN DWARF FOUNTAIN GRASS

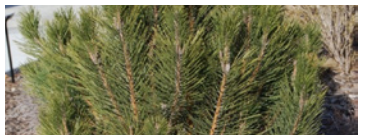


LITTLE BUNNY DWARF FOUNTAIN GRASS

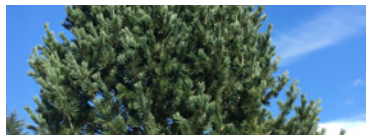
EVERGREEN TREES



ARIZONA CYPRESS



ARNOLD SENTINEL AUSTRIAN PINE

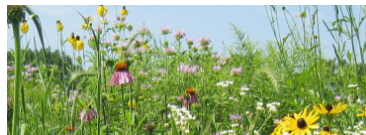


VANDERWOLF'S PYRAMID LIMBER PINE

SOD AND SEED



IRRIGATED TURF



NATIVE SEED MIX

DECIDUOUS TREES



BUR OAK



COMMON HACKBERRY



FRONTIER ELM

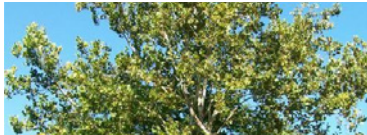


GOLDEN RAIN TREE

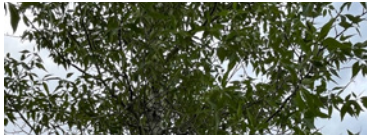
ORNAMENTAL TREES



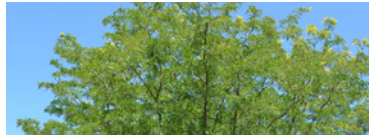
GREENSPIRE LINDEN



LONDON PLANE TREE



NARROW LEAF COTTONWOOD

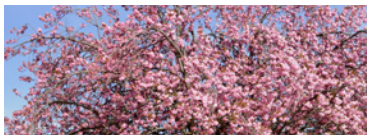


SKYLINE HONEYLOCUST

DECIDUOUS TREES



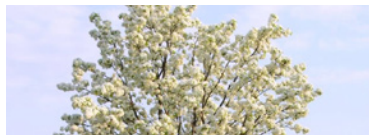
SPRING SNOW CRABAPPLE



JAPANESE FLOWERING CHERRY



THORNTLESS COCKSPUR HAWTHORN



AUTUMN BLAZE CALLERY PEAR

GRAVEL MULCH, TYP.
STABILIZED CRUSHER
FINES, TYP.

PAINTBRUSH WAY

CONCRETE WALK, TYP.
NATIVE SEED, TYP.

PAINTBRUSH WAY

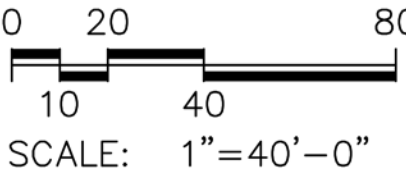
PEPPERGRASS

SUMMERWOOD DRIVE

IRRIGATED TURF, TYP.
LOW-WATER PLANTING
BED, TYP.
PROPOSED TREE, TYP.

PERCENTAGES

40%	(1.12 ACRES) DROUGHT TOLERANT PLANTING BEDS
30%	(0.84 ACRES) IRRIGATED TURF
19%	(0.53 ACRES) NATIVE SEED MIX
11%	(0.31 ACRES) PERMEABLE PAVING
2.80 ACRES	CUMULATIVE LANDSCAPED AREAS



FIREFLY NPA 8 PHASE A PLAT 8
PRELIMINARY LANDSCAPE PLANS
CITY OF EAGLE MOUNTAIN, UTAH

PROJECT NUMBER: XXX
DESIGNED: GW/AP
DRAWN: GW/AP
CHECKED: WC

JOB DESCRIPTION:
SCHEMATIC
PLAN

SHEET TITLE:

NPA 8 A
PLAT 8

SHEET NUMBER:

L100

SHEET OF XXX

DHM DESIGN

1309 East 3rd Avenue
Room 205
Durango, CO 81301
970.385.4219
www.dhmdesign.com

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FOR INTERNAL REVIEW:
NOT FOR CONSTRUCTION

U:\10_LBP PROJECTS\2021\2021-0080 POLE CANYON SUBD\CAD\DWG\NPA 8\FINAL\PHASE A\PLAT A\21-0080 NPA8-A-8 SHEETS.DWG 11/4/2024 4:53 PM

TABULATIONS

TOTAL ACREAGE: 10.20 ACRES

TOTAL OPEN SPACE: 2.9 ACRES

TOTAL IMPROVED OPEN SPACE: 2.9 ACRES

OVERALL DENSITY: 11.67 U/A

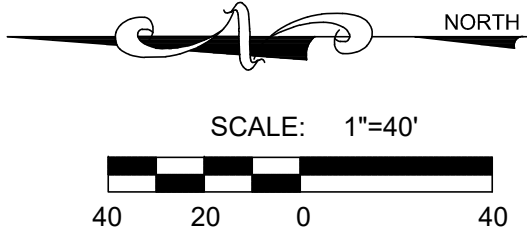
TOTAL # OF LOTS: 119

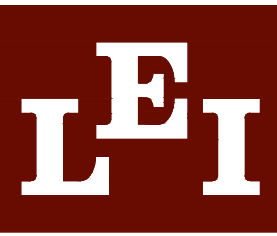
ASPHALT PAVEMENT AREA: 114,419 SQFT.

PARKING STALLS REQUIRED: 417

PARKING STALLS PROVIDED: 523**

** PARKING STALL PROVIDED INCLUDES GARAGES, DRIVEWAYS,
OFF-STREET & ON-STREET PARKING PER THE APPROVED FIREFLY
COMMUNITY PLAN.





- A Utah Corporation -

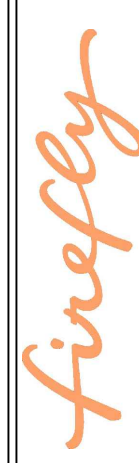
ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION



NPA 8 PHASE A PLAT 8
EAGLE MOUNTAIN, UTAH

MULTI-FAMILY SITE PLAN

REVISIONS	
1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:

2021-0080

DRAWN BY:

TJP

DESIGNED BY:

BCT

SCALE:

1"=40'

DATE:

11/04/2024



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 19, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Rush Creek Properties, LLC for the Acquisition of Right-of-Way for the Mid-Valley Road Extension (West).
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$722,400 (6.02 acres at \$120,000/acre)
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	4.5 acres

PUBLIC HEARING

No

PREPARED BY

Fionnuala Kofoed, Assistant City Manager/City Recorder

PRESENTED BY

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, approving a Purchase Agreement with Rush Creek Properties, LLC for the Acquisition of Right-of-Way for the Mid-Valley Road extension (west).

BACKGROUND:

This purchase agreement covers the right-of-way extension for Mid-Valley Road (west). The City plans to construct half the road width on the south side, including curb and gutter. The City also intends to install a water line in the road as part of the project, contingent on available funding.

The property is offered at the appraised value of \$120,000 per acre, totaling \$722,400 for the 6.02 acres. Before closing, the seller is responsible for any outstanding real property and greenbelt taxes.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Mid Valley Road ROW Purchase Agmt-Rush Creek
2. Mid Valley ROW Purchase Agmt-Rush Creek
3. Aerial Image

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PURCHASE AGREEMENT WITH RUSH CREEK PROPERTIES, LLC, FOR THE ACQUISITION OF RIGHT-OF-WAY FOR THE MID VALLEY ROAD EXTENSION

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a purchase agreement with Rush Creek Properties, LLC, for the acquisition of a Right-of-Way for the Mid Valley Road Extension, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Rush Creek Properties, LLC is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of November, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 19th day of November, 2024.

Those voting yes:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those voting no:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT (“Agreement”) is made and entered as of the _____ day of _____, 2024 (the “Effective Date”), by and between Eagle Mountain City (“City” or “Buyer”), a political subdivision of the State of Utah; and Rush Creek Properties, LLC, a Utah limited liability company (“Seller”). The City and Seller are collectively referred to as the “Parties” and, individually as a “Party”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 6.02 acres of undeveloped land located in the City, Utah County Parcel Number: 59-034-0173 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“Land”).

B. City desires to extend Mid Valley Road (“Road Extension”) in the area shown in **Exhibit A** (“Property”) attached hereto and incorporated herein; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “Transfer”). Property is being sold as is.
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be Seven Hundred and Twenty-two Thousand Four Hundred dollars (\$722,400) (“Purchase Price”) The Purchase Price is based on the gross acreage of 6.02 acres and a price of One Hundred and Twenty Thousand dollars (\$120,000) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment ("Title Commitment") for an ALTA fee policy of title insurance ("Title Policy") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("Title Objection Notice"). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Title Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
 - iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City's objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “Closing Date”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “Closing” shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“Official Records”).
- b. **Place of Closing.** The Closing shall be consummated by Kevin Pinder of Prospect Title, 801.830.4863 (the “Escrow Agent”). At Closing, Seller shall deliver possession of the Property to City. Until the Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of the Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the “Closing Costs.”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the

extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.

- f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the documents and funds described Section 8.
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

- c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

- 7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
- b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

- 8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at

such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit C** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.

b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, 'Seller's Closing Documents'):

- i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
- ii. A Closing Statement, duly executed and delivered by Seller;
- iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
- iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
- v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.

c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "City's Closing Documents"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with

the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading. Escrow Agent will need to verify all documents to meet his satisfaction.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City

prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.

- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit construction of the Road Extension on the Property. Seller will have option to develop adjacent property at its discretion.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;
 - ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;

- iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
- v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
- vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
- vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and
- viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

'Environmental Claim' means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys' consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

"Hazardous Materials" shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local

statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

- ix. The phrase "actual knowledge of Seller" or the phrase "the best of Seller's actual knowledge" and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "OFAC Rules"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against

any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by

OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:
- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, City is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and

violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall merge into the Deed at Closing and shall not survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice

delivered hereunder shall have the same legal effect as an original signature.

- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run

Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Rush Creek Properties, LLC

Attn: _____

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that

the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.

- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
 - t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
 - u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
 - v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.
15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20_____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST:

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

RUSH CREEK PROPERTIES, LLC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A
61 FOOT RIGHT OF WAY ACQUISITION

A PART OF A PARCEL AS IN THAT CERTAIN WARRANTY DEED ENTRY NO 14632-2016, BEING LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND THE EAST RIGHT-OF-WAY LINE OF EAGLE MOUNTAIN BOULEVARD, AS SHOWN ON EAGLE MOUNTAIN BOULEVARD PLAT, RECORDED OCTOBER 23, 1997, AS ENTRY NO. 83435, MAP 7292, OFFICIAL RECORDS, SAID POINT BEING S 88°58'06" E ALONG SAID SOUTH LINE 116.06 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: (1) S 88°58'06" E 2,526.88 FEET, TO THE SOUTH QUARTER CORNER OF SECTION 35, AND (2) S 89°09'37" E 1,747.91 FEET, TO THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 1°22'45" W ALONG THE EAST LINE OF SAID SECTION 61.00 FEET; THENCE N 89°09'37" W 1,747.44 FEET; THENCE N 88°58'06" W 2,447.25 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY 86.24 FEET ALONG SAD CURVE, THROUGH A CENTRAL ANGLE OF 98°49'27"; THENCE S 82°12'26" W 16.00 FEET, TO A POINT ON SAID EAST RIGHT-OF WAY LINE OF EAGLE MOUNTAIN BOULEVARD, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1753.50 FEET AND A CENTER BEARING OF N 82°12'26" E; THENCE NORTHERLY 122.02 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°59'13", TO THE POINT OF BEGINNING.

CONTAINS 262,266.2 SF, OR 6.02 ACRES



3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P | (801) 768-7200



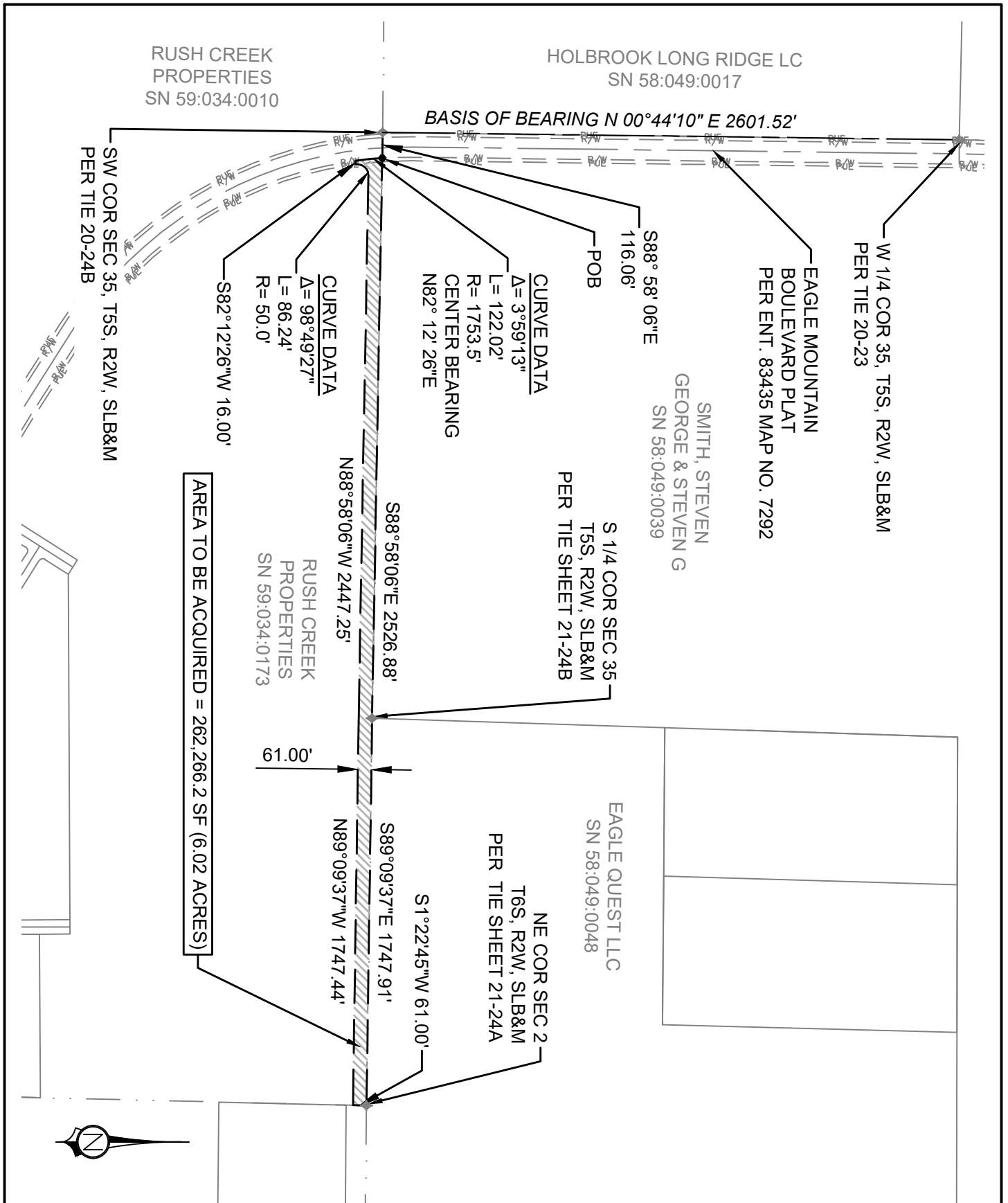
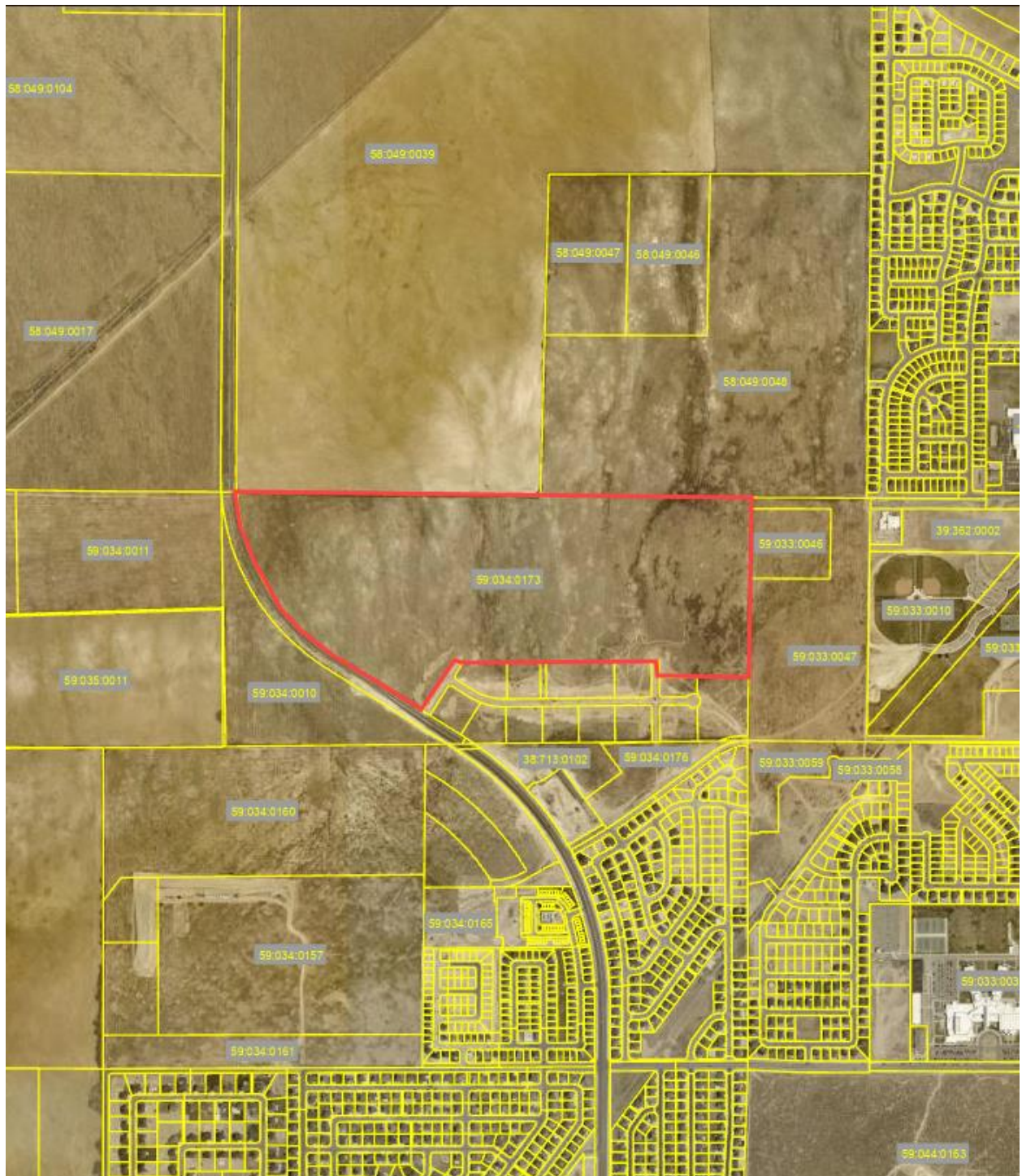


EXHIBIT “B”
FORM OF QUITCLAIM DEED

Aerial Image



SUMMARY OF PROPOSED IMPACT FEES

The impact fees proposed in this analysis will be assessed within the Service Area. The tables below illustrate the calculated impact fee for transportation.

TABLE 1.1: IMPACT FEE SUMMARY

	CONSTRUCTION YEAR COST	% TO GROWTH	IMPACT FEE FUNDED COST	IFFP PM PEAK TRIPS	COST PER TRIP
Buy-In	Calculated Based on Existing Reimbursement Agreements				
Future Facilities	\$50,595,491	100%	\$50,595,491	4,901	\$10,324.00
Professional Expense	\$8,500	100%	\$8,500	4,901	\$1.74
Total	\$50,603,991		\$50,603,991		\$10,325.74

TABLE 1.2: IMPACT FEE BY LAND-USE

LAND USE GROUP	UNIT OF MEASURE	ITE CODE	ITE LAND USE CATEGORY	WEEKDAY PEAK HOUR TRIPS	PASS BY ADJUSTMENT	NEW TRIPS PER UNIT*	FEE PER UNIT LAND USE
Industrial	KSF	110	Light Industrial	0.65	0%	0.33	\$3,407
	KSF	140	Manufacturing	0.74	0%	0.37	\$3,821
	KSF	150	Warehouse	0.18	0%	0.09	\$929
Residential	dwelling	210	Single Family House	0.94	0%	0.47	\$4,853
	dwelling	220	Multifamily Housing (Low-Rise)	0.51	0%	0.26	\$2,685
	dwelling	230	Multifamily Housing (Low-Rise with Ground Floor Commercial)	0.36	0%	0.18	\$1,859
Hotel	room	310	Hotel	0.59	0%	0.30	\$3,098
Motel	room	320	Motel	0.36	0%	0.18	\$1,859
Institutional	Students	520	Public Elementary School	0.16	0%	0.08	\$826
	Students	525	Public High School	0.14	0%	0.07	\$723
	Students	550	University/College	0.15	0%	0.08	\$826
	KSF	560	Church	0.49	0%	0.25	\$2,581
Medical	Employees	565	Day Care	4.36	0%	2.18	\$22,510
	KSF	610	Hospital	0.86	0%	0.43	\$4,440
Office	KSF	620	Nursing Home	0.59	0%	0.30	\$3,098
	KSF	710	General Office	1.44	0%	0.72	\$7,435
Retail/Service	KSF	720	Medical/Dental Office	3.93	0%	1.97	\$20,342
	KSF	820	General Commercial/Shopping Center	3.40	29%	1.21	\$12,494
Restaurant/Drinking	KSF	890	Furniture Store	0.52	53%	0.12	\$1,239
	KSF	931	Fine Dining	7.80	44%	2.18	\$22,510
	KSF	932	Restaurant: Sit-Down	9.05	43%	2.58	\$26,640
	KSF	934	Fast Food, w/Drive-Up	33.03	55%	7.43	\$76,720
Other	Vehicle Fueling Positions	945	Convenience Store/Gas Station	18.42	76%	2.21	\$22,820
	KSF	912	Drive-In Bank	21.01	38%	6.51	\$67,221

Source: Institute of Traffic Engineers (ITE) Manual, 11th Edition.

This worksheet represents only the most common uses and is NOT all-inclusive.

* Trips are adjusted by 50 percent to account for entering and existing trips.

Following the Table in the IFA Report and using a classification of Industrial Warehouse the calculation for Transportation Impact Fees would be:

Building SF = 612,230 sf / KSF (1,000 sf) = 612 Units

612 * \$929 (Fee per unit land use) => \$568,548 transportation impact fee assessed

QTS has provided data from Kimley Horn and Associates in a Trip Generation Report. Their report on similar QTS facilities consistently lower average rates compared to the ITE Trip Generation Manual. Their recommendation would be 0.06 as the New Trips per unit Rate compared to the ITE Trip Generation Manual's 0.09.



Conclusion and Recommendations

Based on the analysis conducted in this study and the data collected from a range of QTS sites, the following conclusions and recommendations are drawn:

The study conducted on QTS sites, spanning AM peak hour, PM peak hour, and weekday daily periods, has yielded insights into trip generation rates for QTS Data Centers. Notably, the data gathered from QTS sites reveals consistently lower average rates across all three-time intervals compared to the rates provided by the ITE *Trip Generation Manual*. Additional recommendations are provided below:

1. **Utilize QTS Site-Specific Rates:** Considering the greater sample size collected, the notably larger square footage of the QTS sites, and the distinct focus on QTS facilities exclusively, it is strongly recommended that QTS utilizes the trip generation rates provided in this memorandum for future site trip generation estimates. These site-specific rates will be more aligned with the proposed development's traffic patterns and will also account for the particulars of QTS sites, setting them apart from the generalized rates in the ITE database. By choosing to use these site-specific rates, QTS can provide more accurate traffic impact assessments and better-informed transportation planning decisions for governing agencies.
2. **Complement ITE Data:** Acknowledging the recognized value of ITE trip generation data, it is strongly recommended that QTS contribute the collected data to the ITE *Trip Generation Handbook*. Although ITE acknowledges that site-specific data collected and analyzed by transportation engineers stands as a preferred alternative to the standard ITE Data, it's noteworthy that numerous municipalities and Departments of Transportation (DOTs) often rely solely on ITE data. By submitting the QTS dataset, the findings in this study will be considered by all agencies, combining the specialized rates from this study with the established ITE rates.

Table 5 presents a final comparison of the ITE rates and QTS data center rates for reference.

Table 5 - Trip Generation Rate Results

	Daily Rate	AM Rate	PM Rate
QTS	0.926	0.056	0.06
ITE	0.99	0.11	0.09
% Change	-6.46%	-49.09%	-33.33%

NON-STANDARD IMPACT FEES

The Impact Fees Act¹ allows the City to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the City's infrastructure. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The following formulas will help determine the non-standard impact fee.

Weekday Peak Hour Trips / 2 * % pass-by adjustment * \$10,325.74 = Estimate of Trips per Unit

The formula for a non-standard impact fee should be included in the impact fee enactment (by resolution or ordinance). In addition, the impact fee enactment should contain the following elements:

If the council allows this change to the impact fee assessment the fee per unit land use becomes:

$$0.06 * \$10,325.74 = \$619.54$$

And the updated transportation impact fee assessed becomes

$$612 * \$619.54 = \$379,158.48, \text{ with a difference of } \$189,389.52.$$

Conclusion:

The amount of \$379,158.48 for the transportation impact fee is what is being asked to be considered by the council.

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A NON-STANDARD TRANSPORTATION IMPACT FEE FOR QTS

PREAMBLE

WHEREAS, on March 6, 2024, the City Council approved Ordinance ORD-14-2024, adopting an Impact Fee Enactment for a Transportation Impact Fee; and

WHEREAS, Utah Code Annotated 11-36a-402(1)(c) allows the City to assess an adjusted fee that more closely matches the true impact that a specific land use will have upon the City's infrastructure; and

WHEREAS, QTS has provided data from Kimley Horn and Associates recommending a non-standard Transportation Impact Fee, as set forth in Exhibit A; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a non-standard Transportation Impact Fee for QTS.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The non-standard Transportation Impact Fee, as set forth in Exhibit A, is hereby approved.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of November, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 19th day of November, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
NOVEMBER 19, 2024**

TITLE:	Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.25 Residential Zones
ITEM TYPE:	Ordinance
FISCAL IMPACT:	n/a
APPLICANT:	City-Initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
n/a	n/a

PUBLIC HEARING

Yes

PREPARED BY

Elizabeth Fewkes

PRESENTED BY

Elizabeth Fewkes

RECOMMENDATION:

Staff recommends that the City Council approve the proposed code amendment with the following changes to EMMC 17.25.020(E)(2)(a)(iv) and 17.25.020(F)(1)(a)(iv), "Deed Restrictions: A deed restriction shall be recorded for the property dedicated as a moderate income dwelling unit that establishes the unit shall be occupied by the owner and **priced for** a household with a gross income equal to or less than 80% of the median gross income for Eagle Mountain City."

BACKGROUND:

In 2023, Eagle Mountain City amended the General Plan to adopt strategies for Moderate Income Housing (MiH) in accordance with Utah State Code (Section 10-9a-403). Strategy 5 directs the adoption of a land use ordinance requiring 10% or more of new residential development in certain residential zones to be dedicated to moderate income housing. The City Council has set a deadline of December 31, 2024, to adopt this ordinance. Staff received feedback on this item from the City Council on September 17, 2024, and the Planning Commission on September 24, 2024.

ITEMS FOR CONSIDERATION:

This amendment to EMMC Chapter 17.25 Residential Zones reflects the direction received from the City Council on November 6, 2024, regarding the implementation of General Plan MIH Strategy 5. The amendment adds a moderate income housing requirement to the MF1 Zone and MF2 Zone and allows for consideration of the reduction of specified standards to lessen the financial burden incurred by developers to provide MIH units. The Planning Commission reviewed the proposed amendment on November 12, 2024. Staff seeks the City Council's recommendation regarding the potential inclusion of additional standard alterations in the proposed code sections EMMC 17.25.020(E)(2)(a)(iii) and 17.25.020(F)(1)(a)(iii).

Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended (3-2) that the City Council approve the amendments to EMMC 17.25 Residential Zones and consider limiting the deed restrictions in sections EMMC 17.25.020(E)(2)(a)(iv) and 17.25.020(F)(1)(a)(iv) to a period of five years.

Commissioners Whiting and Strong opposed the recommendation due to their preference to omit the expiration of the deed restrictions.

ATTACHMENTS:

1. ORD--EMMC 17.25 Residential Zones
2. EMMC 17.25 Residential Zones - Redlines

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.25 RESIDENTIAL ZONES

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of November, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 19th day of November, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.25

RESIDENTIAL ZONES

Sections:

- [17.25.010 What this chapter does.](#)
- [17.25.020 Future land uses and residential zones.](#)
- [17.25.030 Land use table.](#)
- [17.25.040 Residential development standards.](#)
- [17.25.050 Generally applicable provisions.](#)
- [17.25.060 Projection into setbacks.](#)

Prior legislation: Ords. O-07-2018, O-02-2018, O-11-2017, O-09-2017, O-16-2016, O-05-2016, O-02-2016, O-07-2015, O-09-2013, O-14-2011, O-05-2011, O-11-2010, O-18-2008, O-10-2007, O-18-2006, O-02-2006 and O-23-2005.

17.25.010 What this chapter does.

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the city's general plan, the city is divided into various zones, including a number of residential zones. This chapter establishes the land use regulations for the residential zones in Eagle Mountain City, including permitted and conditional uses, minimum land use standards, and other development provisions. [Ord. [O-24-2019](#) § 2 (Exh. A)].

17.25.020 Future land uses and residential zones.

All land planned for residential use in Eagle Mountain City is located within one of the following future land use categories and must be located within one of the following residential zoning districts:

A. Future Land Use: Agricultural/Rural Density One.

1. Zone: RA1. The RA1 zone is for large lot residential developments that preserve open space, animal rights, and a semi-rural character. To achieve these goals the minimum lot size is five acres (217,800 square feet).
2. Zone: RA2. The RA2 zone is for large lot residential developments that preserve open space, animal rights, and a semi-rural character, as well as providing a transition area between five-acre-lot neighborhoods and one-acre-lot neighborhoods. To achieve these goals the minimum lot size is two and one-half acres (108,900 square feet).

B. Future Land Use: Agricultural/Rural Density Two.

1. Zone: RD1. The RD1 zone is for large lot residential developments that preserve open space, animal rights, a semi-rural character, and provide a proper transition from large lots, hillsides, or other natural areas to more suburban neighborhoods. The minimum lot size is one acre (43,560 square feet).

2. Zone: RD2. The RD2 zone is for single-family large lots in traditional suburban neighborhoods with parks, trails, and other open space. The minimum lot size is one-half acre (21,780 square feet), and an average lot size of three-quarter acre (32,670 square feet) is required.

C. Future Land Use: Foothill Residential.

1. Zone: Foothill Residential (FR). The foothill residential (FR) zone is for single-family residential view lots, generally on hillsides or foothills. Lots should be arranged to protect open space areas, ridgelines, hillsides, wildlife habitat, and provide useable open space or trail access to useable open space. The minimum lot size is one-quarter acre (10,890 square feet), and an average lot size of one-half acre (21,780 square feet) is required.

D. Future Land Use: Neighborhood Residential One.

1. Zone: R1. The R1 zone is for large single-family homes on medium-sized lots arranged in walkable suburban neighborhoods with improved parks and trails that connect the neighborhoods with surrounding land uses. The minimum lot size is one-quarter acre (10,890 square feet) and an average lot size of at least one-third acre (14,520 square feet) is required.

2. Zone: R2. The R2 zone is for medium to large single-family homes on medium-sized lots arranged in walkable neighborhoods with improved parks and trails that connect the neighborhoods with surrounding land uses. The minimum lot size is 8,000 square feet, and an average lot size of at least one-quarter acre (10,890 square feet) is required.

3. Zone: R3. The R3 zone is for single-family homes on small lots arranged in walkable neighborhoods with improved parks and trails that connect the neighborhoods with surrounding land uses. The minimum lot size is 6,500 square feet, and an average lot size of at least 8,500 square feet is required.

E. Future Land Use: Neighborhood Residential Two.

1. Zone: RC. The RC zone is for single-family homes on small lots in walkable neighborhoods with improved parks and trails that connect the neighborhoods with surrounding land uses. These neighborhoods can provide a transition between multifamily developments and neighborhoods with medium-sized lots. The minimum lot size is 4,500 square feet and an average lot size of at least 6,000 square feet is required.

2. Zone: MF1. The MF1 zone is for twin homes, duplexes, triplexes, and townhomes with no more than six units per building, with common/shared open space between buildings, and a homeowners' association that maintains the open space. The maximum density is 10 dwelling units per acre.

a. Moderate Income Housing Requirements:

i. Required Amount of Moderate Income Housing: A minimum of 10% of new residential development in this zone shall be dedicated to moderate income

housing (MIH) units priced for occupancy by households with a gross income equal to or less than 80% of the median gross income for Eagle Mountain City per Utah Code 10-9a-103.

ii. Owner Occupancy: MIH units shall be sold as owner-occupied residences only. Renting or subletting these units is prohibited.

iii. Standard Alternations: Developers may propose reduced amenity, garage, and parking requirements subject to City Council approval. Developers must demonstrate that these reductions lessen the financial burden incurred by providing MIH units.

iv. Deed Restrictions: A deed restriction shall be recorded for the property dedicated as a moderate income dwelling unit that establishes the unit shall be occupied by the owner and a household with a gross income equal to or less than 80% of the median gross income for Eagle Mountain City.

F. Future Land Use: Neighborhood Residential Three.

1. Zone: MF2. The MF2 zone is for townhomes, condominiums, and apartments with no more than 12 units per building. Developments in this zone should be within immediate walking distance of a park, retail/office development, transit facilities, or adjacent to major roadways or intersections. The maximum density is 20 dwelling units per acre. [Ord. [O-15-2021](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

a. Moderate Income Housing Requirements:

i. Required Amount of Moderate Income Housing: A minimum of 10% of new residential development in this zone shall be dedicated to moderate income housing (MIH) units priced for occupancy by households with a gross income equal to or less than 80% of the median gross income for Eagle Mountain City per Utah Code 10-9a-103.

ii. Owner Occupancy: MIH units shall be sold as owner-occupied residences only. Renting or subletting these units is prohibited.

iii. Standard Alternations: Developers may propose reduced amenity, garage, and parking requirements subject to City Council approval. Developers must demonstrate that these reductions lessen the financial burden incurred by providing MIH units.

iv. Deed Restrictions: A deed restriction shall be recorded for the property dedicated as a moderate income dwelling unit that establishes the unit shall be occupied by the owner and a household with a gross income equal to or less than 80% of the median gross income for Eagle Mountain City.

Blank = Prohibited

[illegible]

Land Use Table
Residential Land Uses

Land Use	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Private School	S	S	S								
Radio, Microwave, or Other Transmission Towers	S	S	S	S	S	S	S	S	S	S	S
Detached Accessory Dwelling Unit in Compliance with Ch. 17.70 EMMC	P	P	P	P	P	P	P	P ≥ 8,000 sq ft lot	P ≥ 8,000 sq ft lot		
Accessory Dwelling Unit within the Primary Residence in Compliance with Ch. 17.70 EMMC	P	P	P	P	P	P	P	P	P		
Residential Facility for Persons with a Disability (Up to 4 Unrelated Adults) in Compliance with Ch. 17.75 EMMC	S	S	S	S	S	S	S	S	S	S	S
Plant and Tree Nursery/Garden Center	S	S	S								
Chickens	P	P	P	P	P	P	P	P			
Livestock/Farm Animals (See EMMC 6.10.080)	P	P	P	P							
Riding Arena (Commercial)	C	C									
Stables (Commercial)	C	C									
Equestrian Center	C	C									
Animal Care Service	S	S	S								
Temporary Sales Trailer	P	P	P	P	P	P	P	P	P	P	P
Model Home Sales Office	P	P	P	P	P	P	P	P	P	P	P

[Ord. [O-50-2023](#) § 2 (Exh. A); Ord. [O-04-2023](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-15-2021](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Type of Housing	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached (small lot)	MF 2-6 units/building	MF ≤ 12 units/building
Maximum Gross Density										10 units/acre	20 units/acre
Minimum Residential Lot Sizes	5+ acres (217,800 sq ft)	2.5 acres (108,900 sq ft)	1 acre (43,560 sq ft)	1/2 acre (21,780 sq ft)	1/4 acre (10,890 sq ft)	1/4 acre (10,890 sq ft)	8,000 sq ft	6,500 sq ft	4,500 sq ft		
Minimum Average Lot Sizes ⁷				3/4 acre (32,670 sq ft)	1/2 acre (21,780 sq ft)	1/3 acre (14,520 sq ft)	1/4 acre (10,890 sq ft)	8,500 sq ft	6,000 sq ft		
Required Improved Open Space (in compliance with EMMC 16.35.105)				500 sq ft per lot	750 sq ft per lot	750 sq ft per lot	900 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Primary Structure Maximum Height ¹	35'	35'	35'	35'	35'	35'	35'	35'	35'	35' ⁸	35' ⁸ or 45' ⁹
Accessory Structure Maximum Height ¹	35'	35'	35'	25'	20'	20'	20'	20'	20'	20'	20'
Ancillary Structure Maximum Height ⁶	10' above primary structure										
Minimum Lot Frontage ²	150'	150'	125'	100'	90'	85'	80'	62'	58'		
Minimum Lot Frontage (cul-de-sac or circle)	100'	100'	75'	60'	50'	45'	40'	20'	20'		
Minimum Dwelling Size (excluding garage)	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	800 sq ft	800 sq ft	800 sq ft	650 sq ft	650 sq ft
Minimum Setbacks for Primary Structures ³											
Front	35'	35'	30'	25'	25'	25'	25'	15'	15'	15'	15'
Front Garage	45'	45'	40'	30'	25'	25'	25'	22'	22'	22' ⁵	22' ⁵
Rear	35'	35'	35'	35'	35'	25'	20'	20'	20'	30' between buildings	

Residential Development Standards

[illegible]

¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC [17.25.030](#), the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC [17.25.060](#).

⁴ Maximum footprint coverage is the total coverage on the lot of all accessory structures.

⁵ Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

⁶ Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

⁷ For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.

⁸ Multifamily dwelling structures shall contain no more than three stories.

⁹ Multifamily dwelling structures with a minimum roof pitch of 5/12 or flat roofs with rooftop amenities may be constructed with three stories up to 45 feet high.

[Ord. [O-08-2024](#) § 2 (Exh. A); Ord. [O-50-2023](#) § 2 (Exh. A); Ord. [O-22-2023](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-15-2021](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

17.25.050 Generally applicable provisions.

All development projects within any residential zone shall conform to the following general requirements:

A. Yard Landscaping. The front and side yards must be improved prior to occupancy of each home in accordance with the approved yard landscaping plan that was approved in conjunction with the final plat for the development. Improvements shall comply with requirements of Chapter [17.60](#) EMMC. Between the dates of October 15th to April 15th, otherwise eligible properties may be issued a certificate of occupancy prior to landscaping with the condition that landscaping be completed by April 15th. Failure to comply by that date will result in a fine of \$100.00 per day issued to the builder and a civil right of action enforceable in any court of competent jurisdiction granted to the homeowner. The builder may pay a \$2,000 cash escrow per lot to the city to receive an extension and shall complete the landscaping no later than nine months after the issuance of the certificate of occupancy. In cases of drought conditions or weather not conducive to the successful establishment of living plant material as reasonably determined by the city, the builder may pay a \$2,000 cash escrow per lot to the city and shall complete the landscaping no later than nine months after the issuance of the certificate of occupancy.

B. Open Space and Trails. Lots and roads shall be arranged to best protect contiguous open space areas, ridgelines, hillsides, drainages, wildlife habitat and corridors, and provide useable open space or trail access to useable open space. All developments shall connect to existing adjacent trails and wildlife corridors and continue them through the development and shall provide regional trails and corridors if included in the city's general plan, parks and open space plan, or bike and pedestrian plan. Rather than including large areas of unbuildable land in lots, developers are encouraged to preserve and dedicate these areas as public open space. The approval authority may require the developer to pay a fee in lieu according to EMMC [16.35.105](#)(A)(12), or may consider, at their discretion, alternative open space plans. Alternative plans will be evaluated based upon the benefit to the neighborhood/community, proximity to existing amenities or natural features, and the unique nature of the site, and may include additional trails, preservation/dedication of additional open space areas, and unique improvements/amenities. Alternative plans may include a proposed "buy-down" of open space acreage with additional amenities at a rate of 150 points per acre (required acreage x 100 points + "bought-down" acreage x 150 points). Parks and trails must be improved as required by the standards set forth in Chapter [16.35](#) EMMC. Common open space areas within multifamily projects shall not count towards the open space requirement, unless a large area is planned that meets the criteria found in EMMC [16.35.105](#). Land in excess of 15 percent slope shall be ineligible for inclusion in improved open space requirements unless the planning commission recommends and the city council approves specific improvements on land in excess of 15 percent slope which these bodies determine to be an approved amenity. In this case, only the acreage of land in excess of 15 percent slope which is improved will be considered towards the improved open space requirements.

C. Parking and Garage Dimensions. Projects shall comply with the off-street parking standards found in Chapter [17.55](#) EMMC, which includes standards for enclosed parking, covered parking, and visitor parking. The following requirements shall apply to all garages, except for those associated with detached single-family or two-family (duplex) dwellings:

1. Minimum dimensions of two-car garages shall be 22 feet by 22 feet;
2. Two-car garage door openings shall be a minimum of 16 feet wide by eight feet tall;
3. Single-car garages shall have a usable parking area of no less than 12 feet in width by 20 feet in depth; and
4. Single-car garage door openings shall be a minimum of nine feet wide by eight feet tall.

D. Driveways. Residential driveways shall not exceed grades of 12 percent. The building official may approve driveway slopes that exceed 12 percent in circumstances that are deemed necessary because of the topographical conditions. Residential driveways, when feasible, shall not be permitted in the clear vision triangle at local streets as described in this title. Minimum residential driveway length is included in the Residential Development Standards table.

E. Buffers and Transitions Between Developments and Uses. All residential zone developments shall comply with the transitioning and buffering requirements as set forth in Chapter [17.60](#) EMMC. If commercial development is allowed as a conditional use in a residential

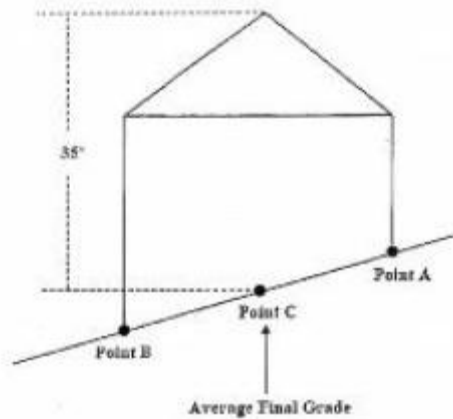
zone, the more restrictive of the residential or commercial buffering and transitioning requirements shall apply.

F. Architectural Design Standards. All multifamily buildings shall comply with Chapter [17.72](#) EMMC. Where single-family and two-family structures are approved without architectural standards contained in a development agreement, developers are encouraged but not required to construct diverse yet compatible homes with similar design qualities on all front and side elevations that face a public road. Variations in exterior materials (fiber cement siding, board and batten or vertical siding, stone, brick, stucco) and/or colors are recommended. All front and side elevations that face a public road may include additional architectural detailing, and may include decorative shutters, bay windows, popouts, trellis or arbor structures, decorative gables, dormer windows, balconies, decorative trim and moldings, window grids, etc. Aluminum siding is discouraged. All single-family and two-family residential dwellings are preferred to have windows and main entry doors on the front elevation. If a floor plan is to be repeatedly built within a development, a minimum of three elevation schemes is preferred. Single-family dwellings or two-family dwellings sited on adjacent lots, or directly across the street (sharing frontage) are preferred to have different floor plans or elevations and different color schemes. Prefabricated metal carports are prohibited in front yards.

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters [15.80](#) and [17.62](#) EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters [15.80](#) and [17.62](#) EMMC. No permanent structures near natural washes shall be built in the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side, as measured out from the top of the bank, whichever is greater, to be determined by the city engineer or designee. Additionally, no earthwork, excavation, or earth removal shall occur within the watercourse plus 75 feet from the center of the flowline, or a 50-foot buffer on either side of the top of the bank as determined by the city engineer or designee. Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors. Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

H. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting, must comply with the standards found in Chapter [17.56](#) EMMC. Streetlights are required to be paid for

by developers and installed by the city's contractor along all roads in and surrounding a project, in



accordance with EMMC [15.10.390](#).

I. Infrastructure. At their discretion the approval authority may exempt projects in the RA1, RA2, and RD1 zones from installing curb, gutter, and streetlights. Equestrian trails that adjoin each lot may be required by the approval authority when the subdivision is designed to accommodate horse raising and keeping. Streetlights are still required along all collector and arterial roads.

J. Street Trees. Developers and/or builders are encouraged to plant appropriate trees in park strips along all public streets. Planting shall be done along with the front yard landscaping and in accordance with the standards found in EMMC [16.35.080](#). Street trees are required along all collector and arterial roads.

K. Landscaped Entryways and Monument Signs. All developments shall provide a landscaped entryway and neighborhood/project monument sign at each main entrance to the neighborhood. This may consist of a water feature, sculpture, or monument sign with the name of the project. The ongoing maintenance of the landscaped entryway shall be by the project's homeowners' association. This feature shall be approved along with a preliminary plat, site plan, or master development plan. At their discretion, the approval authority may approve an alternative amenity or improvement in place of this requirement.

L. Clubhouse and Swimming Pool. All multifamily developments in the MF1 and MF2 zones shall include a swimming pool in addition to the clubhouse. The approval authority of a preliminary plat or site plan may consider and approve alternatives to these improvements if the improvements are considered comparable or equivalent in cost and in benefit to the future residents. For this determination they should consider the size of units, the type of units, the proximity to other recreational amenities, and any unique attributes of the property.

1. Clubhouse or Community Center. A clubhouse facility that is centrally located in the development is intended to provide a recreational and social amenity to residents. Clubhouses or community centers shall be a minimum of 1,500 square feet (not including leasing office area) and accommodate at least seven and one-half square feet of clubhouse area per residential unit being served by the clubhouse. Developments may provide multiple clubhouses to fulfill this requirement. The clubhouse does not count towards fulfilling the amenity requirements found in Chapter [16.35](#) EMMC.

a. Clubhouse Improvements and Completion. Clubhouses shall include food serving facilities, large gathering areas suited to community meetings and events, restroom facilities, and amenities that may include exercise equipment, multimedia equipment, facilities to accommodate the arts, indoor recreation (basketball, volleyball, etc.), or upgraded food preparation or service facilities. The clubhouse shall be adjacent to the pool. The approval authority shall review and approve the clubhouse structure during the site plan review process. Construction of the clubhouse shall commence prior to issuing the thirty-first building permit in the project or a cash or improvement bond shall be placed with the city to cover the cost of construction. Applicants shall submit a building permit application prior to constructing this improvement. If multiple clubhouses are being provided in a development the additional clubhouses shall begin construction along with the phase of development that includes the clubhouses.

2. Swimming Pool. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. The pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool. At the discretion of the council, developments may be required to provide multiple pools to fulfill this requirement, depending on the number of units served and overall project densities and layout. It shall also include a concrete patio, patio furniture, a non-sight-obscuring fence, and comply with all required building codes (including a building permit). The swimming pool does not count towards fulfilling the amenity requirements found in Chapter [16.35](#) EMMC. The approval authority shall review and approve the swimming pool facility during the site plan review process. The construction of the pool shall commence prior to the thirty-first building permit being issued in the development, or a cash or improvement bond shall be placed with the city to cover the cost of construction. If multiple pools are being provided in a development the additional pools shall begin construction along with the phase of development that includes the pools.

M. Fire Access for Exclusively Rear-Loaded Only Homes.

1. Access Off of a Minimum 26-Foot-Wide Over-Sized Alley or Service Drive (Functioning in Such Case as a “Fire-Access Road”). The 26-foot-wide drive fire access roadway, when used, shall be restricted to having parking along only one-side (those sides which adjoin fire hydrants), and, shall have “No Parking” signs posted along those same sides. In cases where a roadway is at least 35 feet wide, parking may be allowed along both sides of a “fire-access road” and no parking restriction will be required; and

2. When rear-loaded, homes shall be provided with a paved walkway to be installed at each end of the building leading from the garage end roadway to the main access door at the other, “green space” end; and

3. Address numbering shall be provided above the garage bay door as well as the main access door to any rear-loaded home. [Ord. [O-38-2024](#) § 2 (Exh. A); Ord. [O-52-2023](#) § 2 (Exh. A); Ord. [O-46-2023](#) § 2 (Exh. A); Ord. [O-11-2023](#) § 2 (Exh. A); Ord. [O-15-2022](#) § 2 (Exh. A); Ord. [O-24-2019](#) § 2 (Exh. A)].

17.25.070 Projection into setbacks.

A. Allowed Projection into Setbacks. Certain architectural features or building features may project or encroach into the minimum building setbacks found in EMMC [17.25.040](#) (Residential development standards) in accordance with the tables below. For example, if a setback is 10 feet, and a feature may project three feet into the setback, a setback of seven feet would remain between the property line and the projection.

1. Awnings and Canopies. Over the windows, no wider than 12 inches beyond edges of



window or door.

Allowed Projection into Setbacks (Awnings and Canopies)								
≥ 1/4 Acre Lot Size			< 1/4 Acre Lot Size			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
5'	5'	5'	3'	3'	3'	n/a	n/a	n/a

* A minimum of five feet must still be maintained between the nearest property line and any awning/canopy.



2. Balconies – Open and Unenclosed.

Allowed Projection into Setbacks (Balconies – Open and Unenclosed)					
Single-Family Detached			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
2'	2'	2'	n/a	n/a	n/a

* A minimum of six feet must still be maintained between the nearest property line and any balcony.

3. Bay Windows. Width of window shall not exceed 10 feet in front or rear yards, or seven



feet in side yards.

Allowed Projection into Setbacks (Bay Windows)								
≥ 1/4 Acre Lot Size			< 1/4 Acre Lot Size			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
3'	3'	3'	3'	3'	2'	n/a	n/a	n/a

* A minimum of five feet must still be maintained between the nearest property line and any bay window.

4. Cantilevered Building Projections. Also known as micro-additions, or pop-outs. Shall not



exceed eight feet in length.

Allowed Projection into Setbacks (Cantilevered Building Projection)					
Single-Family Detached			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
2'	2'	2'	n/a	n/a	n/a

* A minimum of six feet must still be maintained between the nearest property line and any cantilevered building projection.

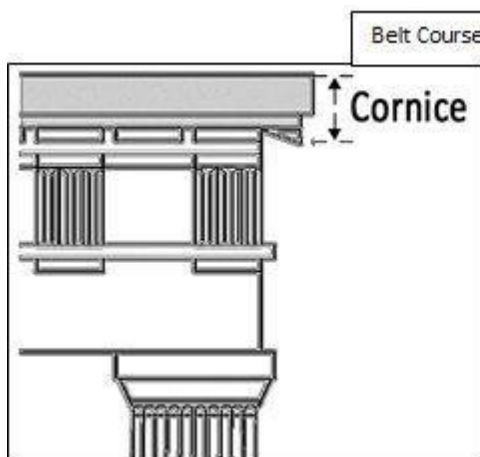


5. Chimney or Fireplace.

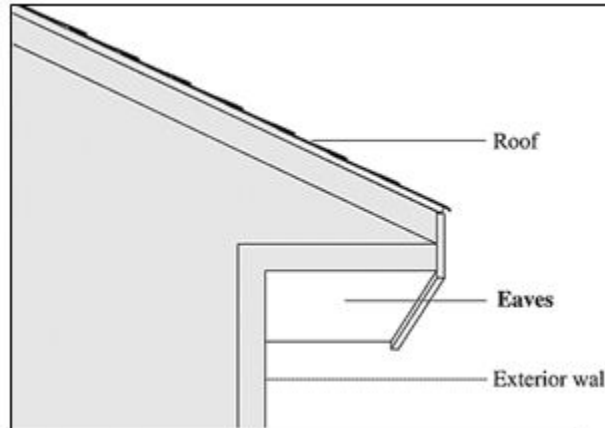
Allowed Projection into Setbacks (Chimney or Fireplace)					
Single-Family Detached			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
2.5'	2.5'	2.5'	n/a	n/a	n/a

* A minimum of five and one-half feet must still be maintained between the nearest property line and any chimney or fireplace.

6. Cornices, Belt Courses, and Similar Architectural Features.



Allowed Projection into Setbacks (Cornices, Belt Courses, or Similar)					
Single-Family Detached			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
1'	1'	1'	1'	1'	1'



7. Eaves, Roof Overhangs.

Allowed Projection into Setbacks (Eaves, Roof Overhangs)					
Single-Family Detached			Multifamily		
Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
3'	3'	3'	n/a	n/a	n/a

8. Porch, Deck, Landing.



a. Uncovered.

b. Covered.



	Allowed Projection into Setbacks (Porch, Deck, Landing)								
	≥ 1/4 Acre Lot Size			< 1/4 Acre Lot Size			Multifamily		
	Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard	Front Yard	Rear Yard	Side Yard
Uncovered	10'	10'	5'	5'	5'	–	n/a	n/a	n/a
Covered	10'	10'	5'	5'	5'	–	n/a	n/a	n/a

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	In Progress	8/31/2025	11/13/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map (FLUM) update. We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Staff is currently working on gathering data through focus group interviews. We are meeting with experts in transportation, development, emergency management, agriculture, etc.
General Plan Update	Survey Data and Outline to the City Council	High Priority	In Progress	6/30/2024	10/30/2024	The survey is complete and staff will be incorporating the data into the GP throughout the drafting process.
General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	In Progress	9/30/2024	11/13/2024	We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. GSBS is finishing their efforts with their existing conditions analysis. Target completion for the FLUM is the end of February/first part of March.
Housing Audit	Gather data and produce a report on the number, types, sizes, status (entitled, built, own, rent), etc. of housing in the community. Strategize on how to use and communicate the information to legislators, the market, etc.	High Priority	Not Started	TBD	11/13/2024	Staff has begun early preparations for completing this work. Staff is working to have some preliminary data to present to Council on 11.15.24.
Residential Zones Driveway and Minimum Home Sizes	Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	Secondary Priority	Not Started	1/31/2024	11/6/2024	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone.
Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	In Progress	12/30/2024	11/6/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21. A report was presented to the Council on 11/6/2024 and tabled for further discussion at the Strategic Planning Conference.
Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	In Progress	6/30/2024	11/13/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July. This project has been delayed due to the City's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan and expect it to be completed late October/ early November. Currently Parkway Fields is installing purple pipe for use in their subdivision. A water right hearing on water reuse will be held on December 12 to get more info on options with our rejected reuse application.

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	In Progress	10/1/2025	11/13/2024	Phase 1 is complete. Contractor is almost complete with Phase 2. Completion is expected December 1 pending weather allows paving. Phase 3 will complete the connection to SR73 and extension to the north of SR73. Phase 3 will start in the spring.
Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	In Progress	12/31/2025	11/13/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. Property acquisition is underway and 30% design is complete.
Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	In Progress	12/5/2023	11/13/2024	CC approved an interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) on 10/01/2024. Avenue Consultants has been hired to complete the feasibility study for the connection to Saratoga Springs through Hidden Hollow. Engineering is working on hiring a consultant to complete a full master plan update and the expressway will be included in that update.
Transportation	Contemplate the transportation network on the south end of the city; how to extend the future Cedar Valley Freeway south past the mountains, and a future belt route linking to Tooele.	Secondary Priority	Not Started	TBD	11/13/2024	Engineering is working on hiring a consultant to complete a full master plan update and the these connections will be included in that update.

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023	City Manager		X		X			
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/16/2024	9/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council discussed the topic on 9/3/2024 and directed staff to review the program with developers.	8/15/2023	Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	In Progress	1/1/2025	10/16/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023, adopted policy and procedures, and funding appropriated in October 2024. Staff are working on marketing and an RFP for a contractor. Plan is to receive applications beginning January 1, 2025.	1/3/2023	Strachan							
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the priorities and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	9/30/2024	7/16/2024	Staff reported on the status of master plan reviews on 7/2/2024; the CC requested this item be added to the Legislative Priorities List for periodic status updates.	7/16/2024	Strachan		X		X			
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	10/2/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation based on LRB's report on 9/17/24. A resolution to adopt a housing plan was tabled on 10/01/24.	8/15/2023	Berrett				X			
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power	Secondary Priority	Schedule	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	5/16/2023	Mumford		X					X

Legislative Priorities List																					
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement			
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	In Progress	12/31/2024	9/25/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The CC heard a presentation on 9/17/2024.	1/3/2023	Mumford						X				
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	11/13/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map (FLUM) update. We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Staff is currently working on gathering data through focus group interviews. We are meeting with experts in transportation, development, emergency management, agriculture, etc.	5/16/2023	Larsen		X		X						
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	10/30/2024	The survey is complete and staff will be incorporating the data into the GP throughout the drafting process.	3/6/2024	Larsen										
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	11/13/2024	We have hired GSBS and they are working on the early stages of the FLUM. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. GSBS is finishing their efforts with their existing conditions analysis. Target completion for the FLUM is the end of February/first part of March.	3/6/2024	Larsen										
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	10/30/2024	Start in December.	4/2/2024	Larsen										
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024	Larsen										
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024	Larsen										
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.	3/6/2024	Larsen										
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024	Larsen										

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	4/329/2025	11/13/2024	Engineering is working on hiring consultants to create master plans for transportation, water, sewer, and stormwater. These master plans will include design of the full buildout scenarios for each of these. We plan to have consultants hired by December and master plans completed by April 2025.	4/2/2024	Larsen Hogge		X					
2024.001j (was 2023.023 & 2023.049)	22	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	10/30/2024	Bowen Collins has been hired to complete this work. Staff will be meeting with Bowen Collins to get this work underway.	4/2/2024	Larsen		X		X	X		
2024.004	22	Housing Audit	Gather data and produce a report on the number, types, sizes, status (entitled, built, own, rent), etc. of housing in the community. Strategize on how to use and communicate the information to legislators, the market, etc.	High Priority	Schedule	Not Started	TBD	11/13/2024	Staff has begun early preparations for completing this work. Staff is working to have some preliminary data to present to Council on 11.15.24.	10/15/2024	Larsen				X			
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses.	Secondary Priority	Do	Completed	5/31/2024	10/16/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. The CC adopted it with amendments on October 15.	5/16/2023	Larsen				X			
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023	Larsen				X			
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023	Larsen				X			

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	8/15/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has finished cataloging, is reviewing and resolving encroachments, and categorizing open space by function.	8/15/2023	Larsen					X		
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen					X		
2024.005	22	Residential Zones Driveway and Minimum Home Sizes	Review EMMC 17.25 residential and agricultural zones to ensure compliance with state requirements.	Secondary Priority	Schedule	Not Started	1/31/2024	11/6/2024	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone.	11/6/2024	Larsen					X		
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	12/30/2024	11/6/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21. A report was presented to the Council on 11/6/2024 and tabled for further discussion at the Strategic Planning Conference.	5/16/2023	Weber		X		X	X		
2023.018	24	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Do	Long Horizon	<2030	11/13/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023	Hogge		X		X			
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	11/13/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July. This project has been delayed due to the City's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan and expect it to be completed late October/ early November. Currently Parkway Fields is installing purple pipe for use in their subdivision. A water right hearing on water reuse will be held on December 12 to get more info on options with our rejected reuse application.	5/16/2023	Hogge		X			X		

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	10/1/2025	11/13/2024	Phase 1 is complete. Contractor is almost complete with Phase 2. Completion is expected December 1 pending weather allows paving. Phase 3 will complete the connection to SR73 and extension to the north of SR73. Phase 3 will start in the spring.	5/16/2023	Hogge		X		X			
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2025	11/13/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. Property acquisition is underway and 30% design is complete.	5/16/2023	Hogge			X		X		
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	11/13/2024	CC approved an interlocal cooperation agreement with Mountainland Association of Governments for funding the Midvalley Road Feasibility Study (from Pony Express Parkway to Mountainview Corridor) on 10/01/2024. Avenue Consultants has been hired to complete the feasibility study for the connection to Saratoga Springs through Hidden Hollow. Engineering is working on hiring a consultant to complete a full master plan update and the expressway will be included in that update.	8/15/2023	Hogge			X		X		
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023	Hogge			X				
2024.005	24	Transportation	Contemplate the transportation network on the south end of the city; how to extend the future Cedar Valley Freeway south past the mountains, and a future belt route linking to Tooele.	Secondary Priority	Schedule	Not Started	TBD	11/13/2024	Engineering is working on hiring a consultant to complete a full master plan update and the these connections will be included in that update.	10/15/2024	Hogge			X		X		
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023	Ruesch Hickman			X		X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned			Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023	Hickman Kofoed Hilton								
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman						X		X
Proposed																			
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.		Strachan Hickman								X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.										
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	-	-					Hickman							X	
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure	Proposed	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.		Mumford						X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.		Mumford Berrett						X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford								X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford						X		

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. The board is	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen							
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen					X		
Completed																		
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	Completed	4/30/2024	9/17/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24. This was approved by the Council on 9.3.24.	9/19/2023	Larsen					X		
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Delete	Completed	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023	Mumford							
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023	Larsen					X		

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023	Larsen						X	
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023	Larsen							X
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023	Larsen						X	
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023	Larsen		X		X			
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023	Draper						X	
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023	Maffitt					X		
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023	Strachan							
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023	Larsen						X	
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023	Mumford						X	

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023	Trusty			X				
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.		Strachan					X		

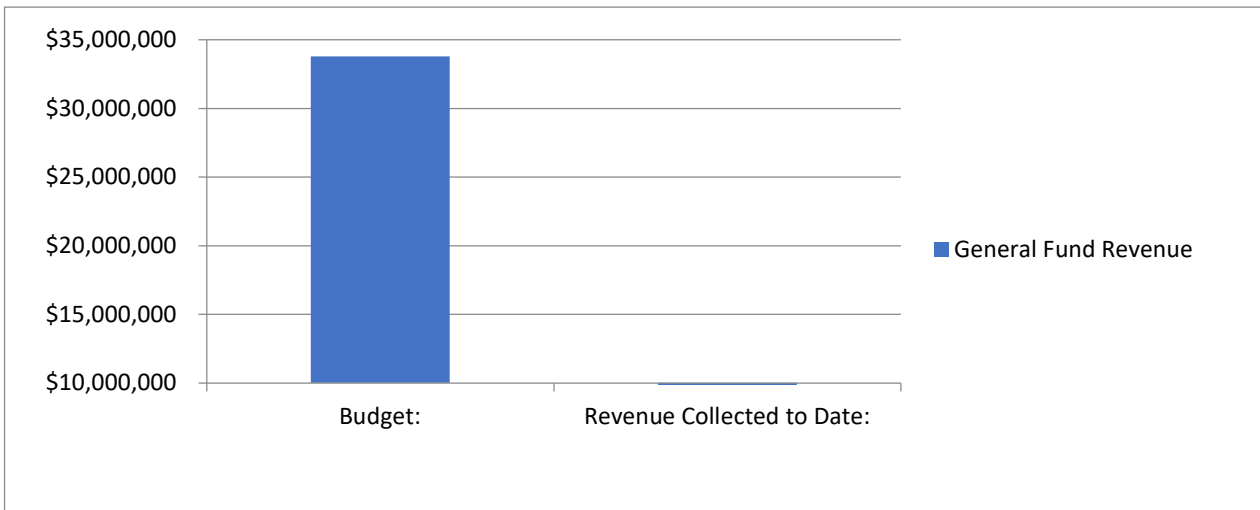
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through August 2024

GENERAL FUND

General Fund Revenues

Budget:	\$	33,790,608
Revenue Collected to Date:	\$	5,801,579
Percent of Total Budget Collected:		17%
Percent of Year Completed:		17%



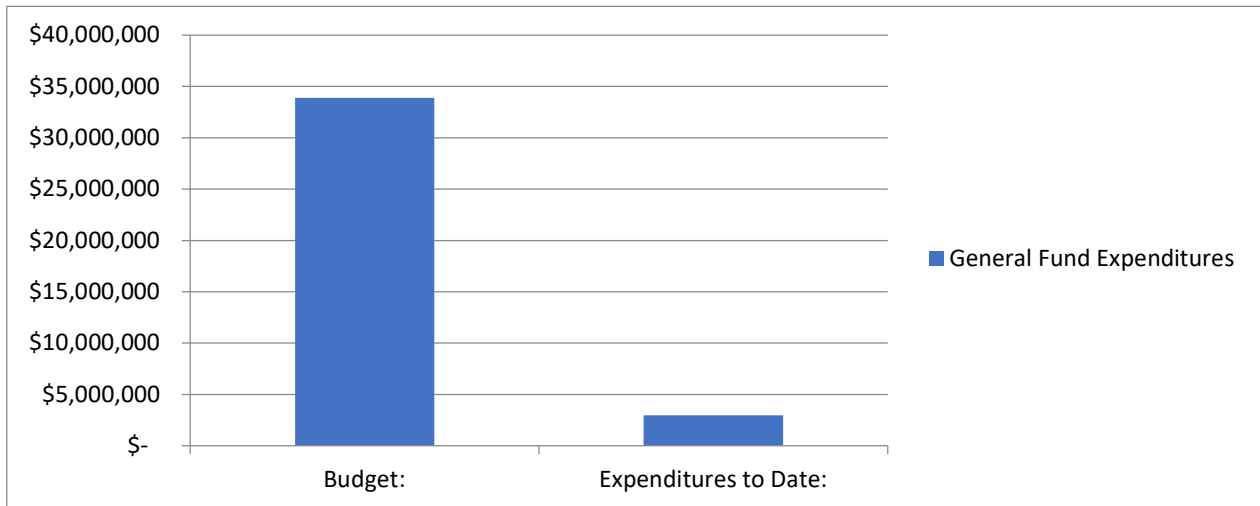
Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 21,222,114	\$ 3,498,185	16.48%
Licenses and Permits	\$ 32,000	\$ 631	1.97%
Planning Building & Eng Fees	\$ 5,186,000	\$ 1,237,124	23.86%
Intergovernmental	\$ 2,607,000	\$ 3,750	0.14%
Charges for Services	\$ 246,500	\$ 76,483	31.03%
Recreation	\$ 121,000	\$ 16,647	13.76%
Utility Revenue	\$ -	\$ 42,285	0.00%
Fines & Forfeitures	\$ 15,000	\$ 3,468	23.12%
Other Revenues	\$ 335,500	\$ 221,270	65.95%
Interfund Transfers	\$ 2,601,143	\$ 405,286	15.58%
Special Revenues & Resources	\$ 1,424,351	\$ 296,449	20.81%

Note:

General Fund Expenditures

Budget: \$ 33,899,511
Expenditures to Date: \$ 2,962,763
Percent of Total Budget Expended: 9%
Percent of Year Completed: 17%



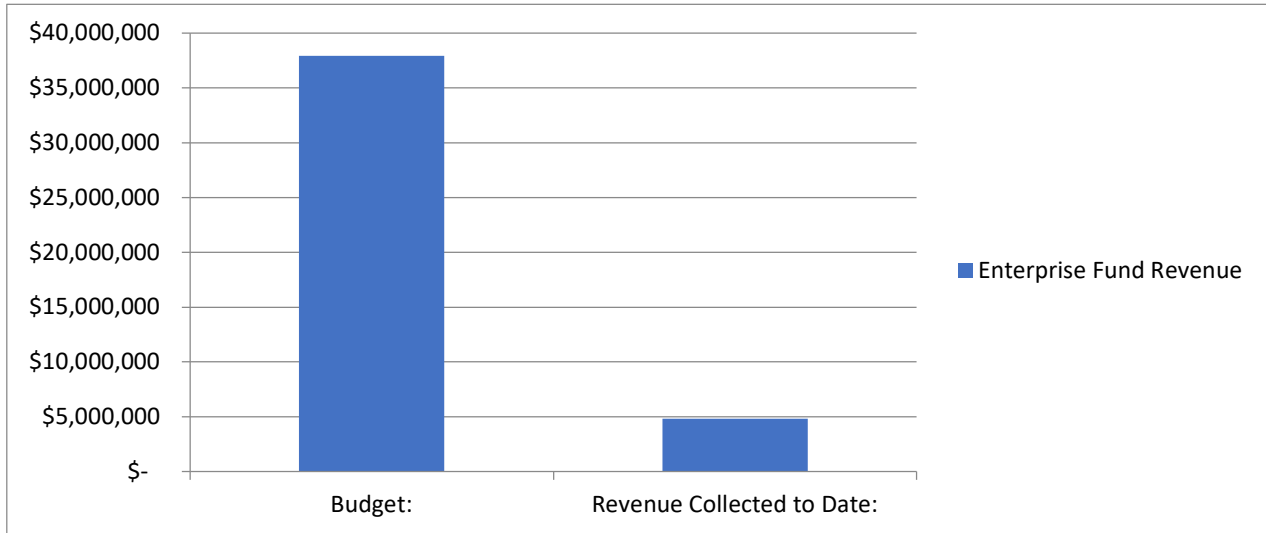
Expense Analysis

				% Yr.	
		Budget	To Date	% Expended	Completed
11	General Government	\$ 4,782,555	\$ 860,897	18%	17%
18	Community Services	\$ 5,596,499	\$ 350,042	6%	17%
19	General Government	\$ 2,226,167	\$ 243,797	11%	17%
21	Public Safety	\$ 7,664,348	\$ 135,081	2%	17%
31	Community Development	\$ 362,430	\$ 43,694	12%	17%
32	Community Development	\$ 1,195,686	\$ 192,154	16%	17%
33	Community Development	\$ 1,780,741	\$ 253,363	14%	17%
41	Public Services	\$ 8,089,212	\$ 883,735	11%	17%
61	Interfund Transfers	\$ 2,201,873.00	0		

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 37,933,756
Revenue Collected to Date: \$ 4,815,906
Percent of Total Budget Collected: 13%
Percent of Year Completed: 17%



Revenue Analysis

				% Yr.	
		Budget	To Date	% Received	Completed
51	Water Fund	\$ 18,079,706	\$ 2,623,652	15%	17%
52	Sewer Fund	\$ 15,494,723	\$ 1,437,187	9%	17%
57	Solid Waste Fund	\$ 2,773,384	\$ 473,164	17%	17%
59	Storm Drain Fund	\$ 1,585,943	\$ 281,904	18%	17%

Fund 51 - Water Fund:

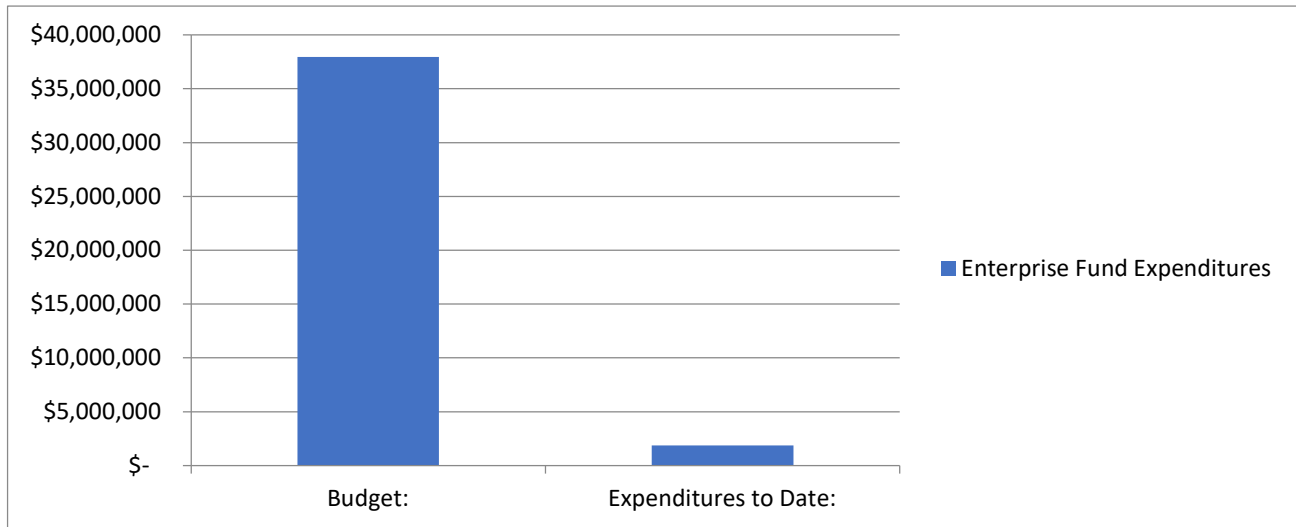
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	37,933,756
Expenditures to Date:	\$	1,875,008
Percent of Total Budget Expended:		5%
Percent of Year Completed:		17%



Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
51	Water Fund	\$ 18,079,706	\$ 654,658	4%	17%
52	Sewer Fund	\$ 15,494,723	\$ 832,068	5%	17%
57	Solid Waste Fund	\$ 2,773,384	\$ 252,788	9%	17%
59	Storm Drain Fund	\$ 1,585,943	\$ 135,493	9%	17%

Note:

The Water Fund had a \$5.3M payment to Central Utah Water Conservancy District for payment of Development Fees that took place in Ju

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 08/31/2024	Committed Balance	Available Balance	Projected Available Balance by 6/30/2025**
11 - Water Impact Fee Fund	\$22,575,734	\$4,425,645	\$18,150,089	\$18,729,948
12 - Wastewater Impact Fee Fund	\$2,959,143	\$835,681	\$2,123,461	\$2,768,478
15 - Parks/Trails Impact Fee Fund	\$7,890,021	\$1,250,000	\$6,640,021	\$7,248,830
16- Public Safety Impact Fee Fund	\$149,502	\$0	\$149,502	\$159,936
17 -Stormwater Impact Fee Fund	\$2,425,966	\$2,015,300	\$410,666	\$503,557
18 -Transportation Impact Fee Fund	\$61,619	\$3,897,671	(\$3,836,052)	(\$3,641,930)

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.



Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Allgood Plat Amendment
- AT&T Tower Gateway Site Plan
- Cedar Corners Phase 5
- Cedar Glen Concept Plan
- Eagle Crest Storage
- Garner Farms Master Development Plan
- Harmony A-13, A-14, and A-16 Site Plans
- JDH Smith Concept Plan
- Overland Village 2B Preliminary Plat
- Rose Ranch Master Development Agreement
- Sage Park Central Stake Site Plan

Code Amendments

- Disposal of City Property
- Drive-Thru Regulations
- Off-Street Shared Parking Agreements for Non-Single Family
- Residential Zone Land Use Table
- Solar Power/Alternative Energy Code
- Transfer of Density Rights

Other Items

- Commercial Water Rights Requirements
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Stormwater Code Changes and Rate Study
- CFS Update - Fines and Penalties for SWPPP and Illicit Discharge

Please note all items are tentative and are subject to change.