EAGLE MOUNTAIN
PLANNING COMMISSION MEETING

NOVEMBER 26, 2024, 5:30 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

1.A. DISCUSSION - JDH Concept Plan

BACKGROUND: (*Presented by Senior Planner David Stroud*). Concept plan to develop 507 residential single-family and townhomes on Parcel 58:048:0090, 130 acres.

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

5.A. November 12, 2024 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

7.A. ACTION/PUBLIC HEARING - Rose Ranch MDA

BACKGROUND: *(Presented by City Attorney, Marcus Draper and Senior Planner, David Stroud).* The Planning Commission previously reviewed the Master Development Plan ("MDP") for the Rose Ranch subdivision. On September 17, 2024, the City Council approved the MDP, with some amendments. EMMC 16.10.060 requires the execution of a Master Development Agreement ("MDA") which sets the standards and other requirements to develop the property. Pursuant to city code, Staff uses the MDP approval as the basis for preparing the MDA. The MDA for Rose Ranch contains provisions governing the infrastructure, parks and open space, and benchmarks for the development.

7.B. ACTION/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.46 Transfer of Development Rights overlay Zone.

BACKGROUND: (*Presented by City Attorney, Marcus Draper).* The City adopted the creation of a Transfer of Development Rights code as one of its moderate income housing strategies. The proposed code creates an overlay zone to allow for increased density in the receiving zone in exchange for a conservation easement in the sending zone. This allows the City to preserve open space and sensitive lands without having to use taxpayer funds, while simultaneously allowing for more housing in other less sensitive areas.

7.C. ACTION/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 13.20.250 Developments into the City.

BACKGROUND: *(Presented by City Attorney Marcus Draper).* On January 16, 2024, the City Council approved an amendment to Table 16.35.130(a) Residential Water Rights Requirements. The table is also located in Section 13.20.250 Developments within the City, but the amendment did not update this Section of code. The proposed amendment replaces the table in Section 13.20.250 with a reference to Table 16.35.130(a).

7.D. ACTION/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.25.060 Projections into Setbacks.

BACKGROUND: (*Presented by Planner, Steven Lehmitz).* Amending to add allowed projections into setbacks for sub-grade structures such as basement walkouts.

7.E. ACTION/PUBLIC HEARING - Amending the Consolidated Fee Schedule Section 13.1 Building Permit Fees

BACKGROUND: (*Presented by Finance Director, Kimberly Ruesch*). Amending the Eagle Mountain City Consolidated Fee Schedule section 13.1 Building Permit Fees: A proposal to adopt a resolution amending the Eagle Mountain City Consolidated Fee Schedule to add flat fees for permits not subject to square footage valuation, provide additional clarifying language for valuation tables, and modify the building permit fee table to increase the rate for projects over 1,000,000 in valuation.

8. DISCUSSION ITEMS

9. NEXT SCHEDULED MEETING

10. 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 21st 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

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	JDH Concept Plan
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Austin Cooper, JDH Development

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One and Agriculture	130.14

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	David Stroud, Senior Planner	David Stroud

RECOMMENDATION:
Discussion item only to provide feedback to the applicant.

BACKGROUND:
General Plan land use map amendment and rezone is needed to develop the concept plan.

ITEMS FOR CONSIDERATION:
13.52 acres are proposed to be placed in the Wildlife Corridor. The total open space required is 11.55 acres. Three HOA park areas are proposed, totaling 2.72 acres. The RC zone will have alley-loaded single family homes. Total lot/unit count is 507.

PLANNING COMMISSION ACTION/RECOMMENDATION:
Item will be forward to the City Council as a discussion item.

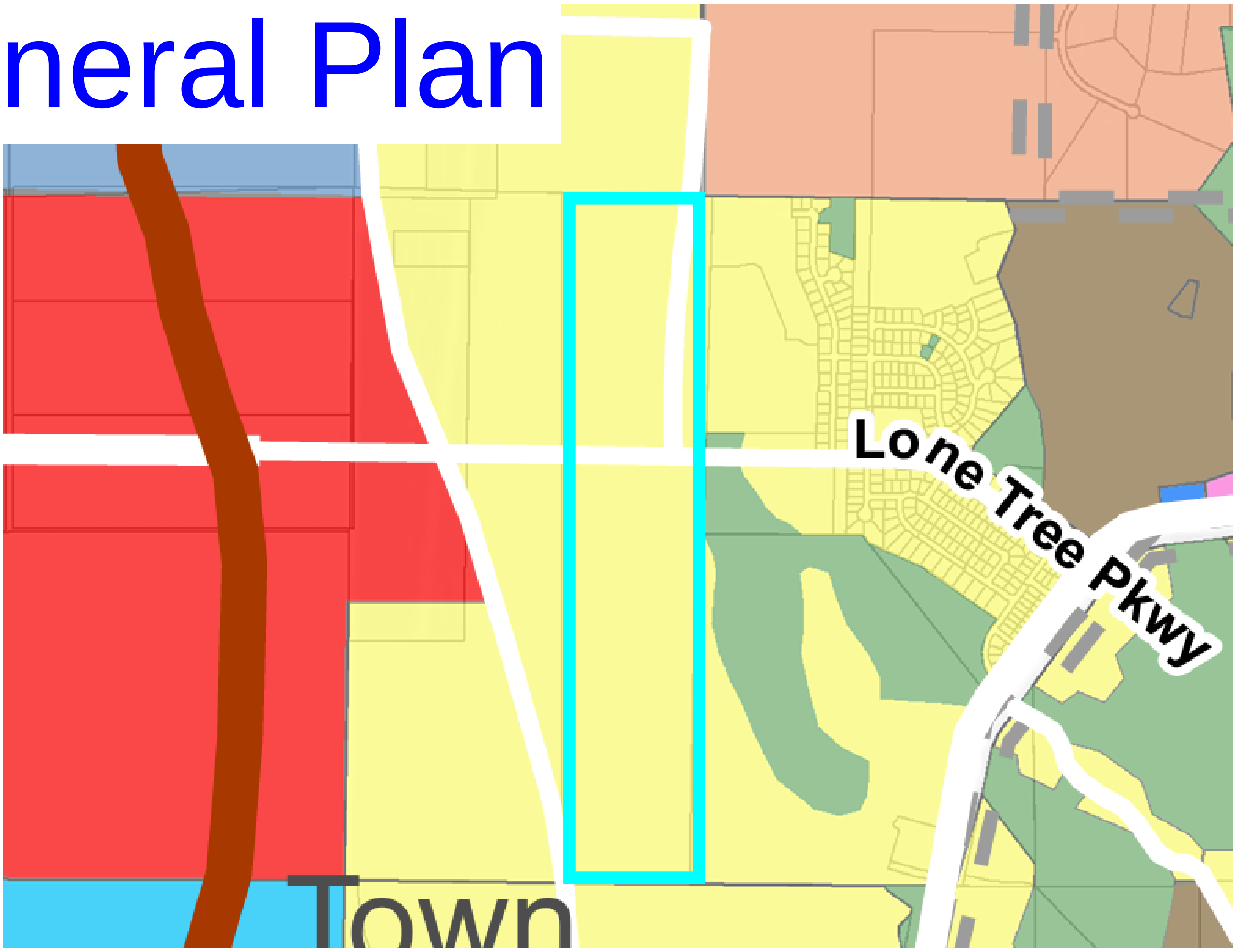
ATTACHMENTS:
1. JDH Smith Concept
2. JDH GP and Zone
3. JDH Aerial

DDeVoogd/UFA 11/11/2024 - No Comments

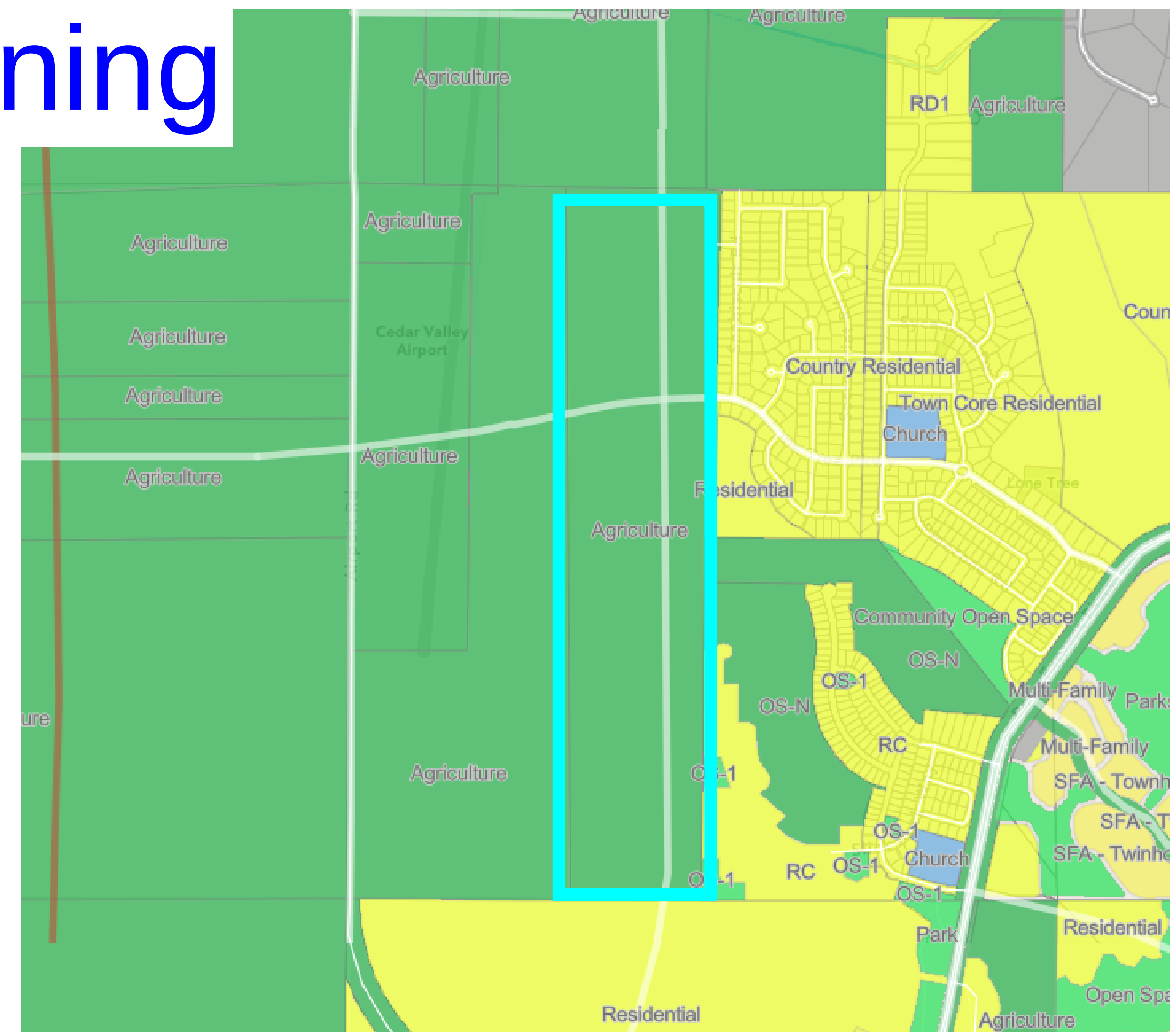
RBallif 11/12/24 no Comment for concept plans

DPayne 11/14/2024- No Comment

General Plan



Zoning




N Pony Express Pkwy
Pony Express Pkwy

EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

November 12, 2024, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Rod Hess, Robert Fox, Brent Strong, and Craig Whiting; and Alternate Commissioner Bryan Free.

ELECTED OFFICIALS PRESENT: Councilmember Brett Wright, Liaison to the Planning Commission.

CITY STAFF PRESENT: Brandon Larsen; Planning Director; Marcus Draper, City Attorney; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Elizabeth Fewkes, Planner, Heather Lamb, Planning Secretary, and Vince Hogge, City Engineer.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

Commissioner Allen called the meeting to order at 5:30 p.m.

1. Discussion Items

1.A. DISCUSSION ITEM – Cedar Glen - Concept Plan

Senior Planner David Stroud presented on Cedar Glen – Concept Plan regarding the development of Parcel 59:018:0049, 208 acres as primarily residential. Current Plan: Business Park/Light Industry, currently zoned Agricultural (parcel is currently undeveloped). Concept Plan: zoning: MF1, RC, R3, and R2. West of Pony Express Parkway: Optional Church lot, Open Space, and CN Buffer Zone.

Applicant Luke McColm (land entitlement), Flagship Homes presented an outline philosophy of Cedar Glen, surrounding properties and/or land are currently in the Tech Data Center General Plan Area, proposal matches similar to what is already along north and south Commercial along Pony Express Parkway with buffer zone (southwest), Residential for the rest of the property. Data Tech Center Study by Rocky Mountain Power, Load Forecast, completed on/or about January 19, 2024, 10 megawatts to supply 100,000 sq ft data building 8-10 years out approximately 2032 to supply data center that size. Justification: EMMC Chapter 17.90 Rezoning Property, (17.90.060). The proposed Cedar Glen development allows for “missing middle housing” with a mix of RC, R3, and R2 lots some townhomes/flex also shown in Eagle Mountain General Plan pg. 35.

Planning Commission Discussion Points:

- Concerns about the sewer treatment plant location/lagoon and its proximity to proposed residential will result in odor complaints
- The mix of housing percentages – transitional or long term?
- The goal/plan for Eagle Mountain
- Does the current plan add value to the City Center

1.B. DISCUSSION ITEM - Architectural kick off VCBO

Senior Planner David Stroud introduction of Architectural Kick off with VCBO outline, what the process will be, and feedback.

Whitney Ward, Principal with VCBO expressed her desire to understand the Planning Commission's goals and vision for architecture, commercial, and multifamily design standards within Eagle Mountain. Discussion of process and schedule, Project Vison and Goals, and sending out the Visual Preference Survey to be completed by Planning Commissioners. Understand the type and style of commercial architecture – big box stores that have their own standards. Understand: the type of styles of multifamily architecture that align with Eagle Mountain's vision and goals. Guidelines will be presented in January 2025.

Planning Commission Discussion:

- Standards for the various zones with examples for commercial and residential,
- The desire for solid, high standards,
- Creating a process and procedure for contractors to present exceptions

Commissioner Allen adjourned the work session at 6:31 p.m.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

2. Call to Order

Commissioner Allen called the policy session to order at 6:37 p.m.

3. Pledge of Allegiance

Commissioner Allen led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest.

None.

5. Approval of Meeting Minutes

5.A. October 22, 2024, Planning Commission Minutes

MOTION: *Commissioner Fox moved to approve the minutes. Commissioner Whiting seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes

Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

6. Status Report

Planning Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting.

7. Action and Advisory Items

7.A. Discussion – Eagle Crest Storage – Site Plan

Senior Planner David Stroud presented a proposed site plan approval of Eagle Crest Storage at 5528 North Eagle Mountain Boulevard. (Parcel number 38:713:0102) in the Commercial Storage Zone.

Applicant Issac Patterson stated that his plan moving forward is not to have a chain link privacy fence surrounding the RV Storage.

Commissioner Allen opened the public hearing at 6:53 p.m. As there were no comments, he closed the hearing.

MOTION: Commissioner Hess moved to recommend approval to the City Council of the Eagle Crest Storage site plan with the condition that a privacy rather than chain link fence be provided to surround the RV storage parking area. Commissioner Strong seconded the motion.

AMENDED MOTION: Commissioner Hess moved to recommend approval to the City Council of the Eagle Crest Storage site plan with the following conditions:

1. The applicant shall install privacy fencing instead of a chain link fence; and
2. The applicant shall correct any outstanding redlines.

Commissioner Strong seconded the motion.

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7.B. Discussion – Rose Ranch MDA

The Planning Commission previously reviewed the Master Development Plan ("MDP") for the Rose Ranch subdivision. On September 17, 2024, the City Council approved the MDP, with some amendments. EMMC 16.10.060 requires the execution of a Master

Development Agreement ("MDA") which sets the standards and other requirements to develop the property. Pursuant to City code, staff uses the MDP approval as the basis for preparing the MDA. The MDA for Rose Ranch contains provisions governing the infrastructure, parks and open space, and benchmarks for the development.

MOTION: *Commissioner Allen moved to table item 7.B. to the next meeting on November 26, 2024. Commissioner Strong seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7.C. Discussion – Firefly NPA 8 A – Master Site Plan

This item was presented and discussed following item 7.D.

Senior Planner Robert Hobbs presented 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 Boulevard and Summerwood Drive.

Applicant David Vitek, Candlelight, Homes, Firefly Community, stated the price point of the homes is currently $360,000 to $370,000 for the interior and end units.

Commissioner Allen opened the public hearing at 7:45 p.m. As there were no comments, he closed the hearing.

- The units are not deed restricted and provide affordable housing
- Applications for permits are being submitted to the City from Firefly
- The application appears to meet all standards
- NPA 8 A production will start in November 2025

MOTION: *Commissioner Strong moved to recommend approval to the City Council of the master site plan for Firefly NPA 8A as presented. Commissioner Hess seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

7.D. Discussion – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 17.25 Residential Zones.

This item was presented and discussed prior to item 7.C.

Planner Elizabeth Fewkes presented an amendment to Title 17.25 to implement Moderate Income Housing (MIH) 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," adopted by the City Council to fulfill MIH requirements per Utah State Code Section 10-9a-403.

Discussion Points:

- Strategy is for 10% of new developments
- Deed restrictions are based on many factors
- Possible standards alterations
- Whether to retain deed restrictions in perpetuity

Commissioner Allen opened the public hearing at 7:34 p.m. As there were no comments, he closed the hearing.

MOTION: Commissioner Hess moved to recommend approval to the City Council of an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code 17.25 Residential Zones and that the City Council 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. Commissioner Allen seconded the motion.

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	No
Craig Whiting	No
Bryan Free	Not Voting - Alternate

The motion passed with a vote of 3:2.

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

8. Discussion Items

This portion of the discussion occurred following item 1.B. during work session.

Discussion ensued regarding:

- The difficulty in locating branding information on the City website
- How City branding applies to the City and City staff
- Creating a niche
- What Eagle Mountain offers

Planning Director Brandon Larsen said that a Steering Committee will be formed to review the General Plan, including the City's Communication Manager, to ensure that Eagle Mountain branding will be incorporated into the plan.

The following portion of the discussion occurred as scheduled following item 7.D.

- Planning Commission being mindful about the capacity of the planning staff
- Considering the General Plan when discussing changing the code
- Being forthcoming with information and details
- Resources to put on the Planning website to involve the public

9. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for November 26, 2024.

10. Adjournment

MOTION: *Commissioner Allen moved to adjourn the meeting at 7:59 p.m.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Yes
Brent Strong	Yes
Craig Whiting	Yes
Bryan Free	Not Voting - Alternate

The motion passed with a unanimous vote.

The meeting was adjourned at 7:59 p.m.

Approved by the Planning Commission on November 26, 2024.

Brandon Larsen
Planning Director

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	Rose Ranch MDA
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	n/a
APPLICANT:	Edge Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Agriculture	79.79

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends that the Planning Commission forward a postive recommendation to the City Council, contingent upon any conditions/revisions to the MDA suggested by the Commission.

BACKGROUND:
The Planning Commission previously reviewed the Master Development Plan ("MDP") for the Rose Ranch subdivision. On September 17, 2024, the City Council approved the MDP, with some amendments. EMMC 16.10.060 requires the execution of a Master Development Agreement ("MDA") which sets the standards and other requirements to develop the property. Pursuant to city code, Staff uses the MDP approval as the basis for preparing the MDA. The MDA for Rose Ranch contains provisions governing the infrastructure, parks and open space, and benchmarks for the development.

ITEMS FOR CONSIDERATION:
EMMC 16.10.060 requires the execution of a Master Development Agreement ("MDA") which sets the standards and other requirements to develop the property. Pursuant to city code, Staff uses the MDP approval as the basis for preparing the MDA.

PLANNING COMMISSION ACTION/RECOMMENDATION:
n/a

ATTACHMENTS:
1. Rose Ranch MDA

MASTER DEVELOPMENT AGREEMENT
FOR
Rose Ranch

This *Master Development Agreement for Rose Ranch* (this "**Agreement**" or "**MDA**") is entered into as of this _______day of ______________, 2024 (the "**Effective Date**") between Edge Homes Utah, LLC, a Utah limited liability company ("**Developer**") and Eagle Mountain City, a Utah municipal corporation ("**City**" or "**Eagle Mountain**").

RECITALS

A. Developer owns or controls certain real property within the City's boundaries that is legally described in Exhibit A ("**Property**");

B. Developer intends to develop the Property as Rose Ranch ("**Project**"), in accordance with the Land Use, Concept Site & Phasing Plan ("**Master Development Plan**" or "MDP") attached hereto as Exhibit B. On September 17, 2024, the Eagle Mountain City Council approved the rezone of the Property and the MDP conditioned on the execution of this MDA. The approved MDP serves as the approved Preliminary Plat of the Project);

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

D. The parties desire to enter into this Agreement to specify Developer's rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City's General Plan, and Eagle Mountain City.

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

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq*.

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project.

1.4. **Council** means the elected City Council of Eagle Mountain.

1.5. **Default** means a breach of this MDA as specified herein.

1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.

1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.11 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.12. **Developer** means Edge Homes Utah, LLC, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.

1.13. **MDA** means this Master Development Agreement including all of its Exhibits.

1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Rose Ranch, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit D.

1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.17 **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).

1.18. **Project** means the Rose Ranch project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.19. **Property** means the approximately 80 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.21. **Reimbursable Costs** means the cost of upsizing system improvements or constructing public improvements that qualify for reimbursement under Utah law (such as, without limitation, "system improvements" and Impact Fee Facility Plan improvements). Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

2. ZONING. As of the Effective Date, the Property is zoned by the City as R2 and R3 in accordance with the Master Development Plan, attached hereto as Exhibit B.

3. TERM OF AGREEMENT. In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning in this Agreement shall terminate, and the City shall be entitled to rezone any portion of the Project.

4. VESTED RIGHTS.

4.1. **General Vesting**. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509, which is incorporated into this Agreement. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code Ann. § 10-9a-509 (1)(e).

4.2. **Exceptions.** The vested rights set forth in Section 4.1, and restrictions on the applicability of Eagle Mountain's Future Laws to the Project, are subject to the following exceptions:

4.2.1 Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

4.2.2. State and Federal Compliance. Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

4.2.3. Codes. Any of Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

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

4.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 *et seq*;

4.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 **Phasing.**

5.2.1 Developer shall develop the Project in accordance with the Master Development Plan attached hereto as Exhibit B. Unless otherwise shown on Exhibit B, the project's road and infrastructure construction, including the collector roads along the exterior of the project, shall correspond with adjoining residential development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by the City Planning

Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.2.3 Developer shall commence installation of the common area amenities within two (2) years of the Effective Date, and shall complete the installation of the common area amenities within five (5) years of the Effective Date. If market conditions preclude Developer from satisfying these deadlines, Developer and the City shall meet and determine in good faith the terms of a reasonable extension. The common area amenities for this Project are identified in Exhibit C hereto.

5.2.4 The curb, gutter, and road improvements in each phase of the Project shall be completed no later than one (1) year after the date on which each such phase receives final plat approval.

5.3 **Pony Express Trail.**

5.3.1 The Pony Express Trail ("Trail") shall be improved as depicted in the Master Development Plan. The Trail shall be twelve 12 feet in width. Currently, the Trail exists as a portion of the Lehi-Fairfield Road. Developer shall remove any current asphalt and repave the Trail in accordance with the City's Vested Laws at a width of twelve (12) feet. Developer shall landscape around the Trail such that it constitutes a finished space. Where the Trail crosses streets, Developer shall install tabletop crosswalks. Developer shall install at least one (1) historical marker along the Trail denoting its historical significance. Following the completion of all Trail improvements, Developer shall dedicate the Trail to the City.

5.3.2 Developer shall begin to construct the Trail improvements within three (3) years of the Effective Date and complete the Trail improvements. Prior to commencing the Trail improvements required by Section 5.3.1, Developer shall complete all requirements of this Section 5.3.2.

5.3.2.1 Developer shall complete Finnstown Road in compliance with the City road standards in City's Vested Laws and in accordance with the requirements for collector roads outlined in Section 6.1.1. For avoidance of doubt, the construction of Finnstown Road shall be limited to the half width of the road contiguous to the Project boundary, and a minimum of twenty-four (24) feet of asphalt. Notwithstanding the foregoing, the City may, in its discretion, require Developer to upsize Finnstown Road subject to an Impact Fee Reimbursement Agreement as outlined in Section 6.1.1.

5.3.2.2 Developer shall pave Willard Peak Drive from its easternmost point where the asphalt ends to connect with Lehi-Fairfield road in accordance with the road standards in City's Vested Laws.

5.3.2.3 Following the completion of the requirements of Sections 5.3.2.1 and 5.3.2.2, Developer shall file an application and receive approval from the City Council to vacate the right-of-way for the portion of the Lehi-Fairfield Road that runs through the Project.

5.4 **Standard for Approval**. All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.5 **Site Preparation**. Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats or a Grading Permit have been approved by the City for the portion of the Project to be improved.

5.6 **Changes to Project**. No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Development Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made with the consent of City Planning Director prior to plat recording.

5.7 **Time of Approval**. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 **Roads**.

6.1.1 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Master Development Plan. Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of twenty-four (24) feet of asphalt. City may, in its discretion, require Developer to upsize roads. The City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of any upsized roads.

6.1.2 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the price per acre paid by Developer to acquire the subject land and shall reflect the pre-development, agricultural value of the land.

6.2 **Utilities.**

6.2.1 Offsite Sewer.

6.2.1.1 The sanitary sewer for the project will need to connect to a private sewer lift station in the southeast quadrant of the project and pump to the northeasterly corner of the Project, where sewer will gravity flow into the existing system in the Brandon Park Subdivision ("Lift Station"). This is anticipated to extend within the Willard Peak Drive right-of-way. Upsizing of this sewer line may be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.2.1.2 The lift station plays a critical role in the infrastructure for the Rose Ranch utility services. To ensure its reliable operation and to mitigate future maintenance issues, it is imperative that all equipment is covered by a comprehensive warranty. This will also include all O&M&R. Developer shall provide a warranty on all mechanical and operating equipment associated with the Lift Station, which warranty shall remain in full force and effect until two (2) years after Buildout has occurred and the last home in the Project has been sold. The warranty shall cover all mechanical and operating components, including without limitation all pumps, motors, seals, vaults, control systems, and mechanical components. In cases of emergencies as reasonably determined by the City, Developer shall provide same day response times to warranty requests. In all other cases, Developer shall respond to warranty requests within two (2) business days.

6.2.2 Offsite Water. Some upsizing of water lines may be required of Developer in accordance with the City's master utilities plans. Developer shall receive approval of utility plans by the City Engineer prior to plat approval. The Reimbursable Costs for any upsizing beyond the size required by the Project itself will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.2.3 Water Rights. Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate to or purchase water rights from the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied. The City hereby agrees to reserve, sufficient water rights needed for the Project for purchase by the Developer prior to approval of a final plat for that portion of the Project.

6.3 **Easements**. Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.4 **Agreement to Cooperate**. Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.5 **Reimbursement for Uncontemplated Upsizing**. City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur. The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

8. **DEFAULT.**

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default**. The Notice of Default shall:

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 Optional Cure. If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

8.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

9. **DEVELOPER'S EXCLUSIVE REMEDY**. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement, plus an award of reasonable attorney fees incurred by Developer in enforcing its rights under this Agreement if Developer is deemed to be the prevailing party in such enforcement action. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. ASSIGNABILITY. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed.

11.1 **Notice.** Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

11.2. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

11.3. **Assignees Bound by MDA.** Developer's assignees shall be bound by the terms of this MDA.

12. RECORDING OF AGREEMENT. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. SEVERABILITY. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. TIME OF PERFORMANCE. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

15. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. <u>STATE AND FEDERAL LAW</u>. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. **<u>NO WAIVER</u>.** Failure of a 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 time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived.

18. <u>ENTIRE AGREEMENT</u>. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

19. <u>APPLICABLE LAW</u>. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

20. <u>NOTICES</u>. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

Edge Homes Utah, LLC
Steve Maddox
13702 S 200 W, Ste B12
Draper, UT 84020with a copy to:

Edge Homes Utah, LLC
Paxton Guymon
13702 S 200 W, Ste B12
Draper, UT 84020

To the City:

City Recorder

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. HOLD HARMLESS. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business clays prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. TITLE AND AUTHORITY. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of ______________, 2024.

DEVELOPER (EDGE HOMES UTAH, LLC)

By: ________________________________

Print Name: _________________________

Title: _______________________________

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ________________)

On the _____ day of ________________, 2024, personally appeared before me ______________________________, who being by me duly sworn, did say that (s)he is the ___________________________ of Edge Homes Utah, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

____
NOTARY PUBLIC

DATED this _____ day of ______________, 2024.

EAGLE MOUNTAIN CITY

____
Tom Westmoreland, Mayor

ATTEST:

____
Fionnuala Kofoed, City Recorder

Approved as to form:

____
Marcus Draper, City Attorney

Exhibit List

Exhibit A –	Legal Description
Exhibit B -	Land Use, Concept, and Phasing Plan (aka "Master Development Plan")
Exhibit C -	Common Area Amenities
Exhibit D -	Notices of Decision

EXHIBIT A

(Legal Description of the Property)

The West Half of the Southwest Quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian.

Also described as follows:

Beginning at the Southwest Corner of Section 11, T6S, R2W, S.L.B.&M.; thence N00°19'09"E along the section line 2,651.49 feet; thence S86°00'06"E along the quarter section line 1,331.14 feet; thence S00°10'25"W along the 1/16th line 2,572.20 feet; thence N89°25'06"W along the section line 1,334.94 feet to the point of beginning.

Contains: ±79.84 acres.

EXHIBIT B

(Land Use, Concept, and Phasing Plan – “Master Development Plan”)

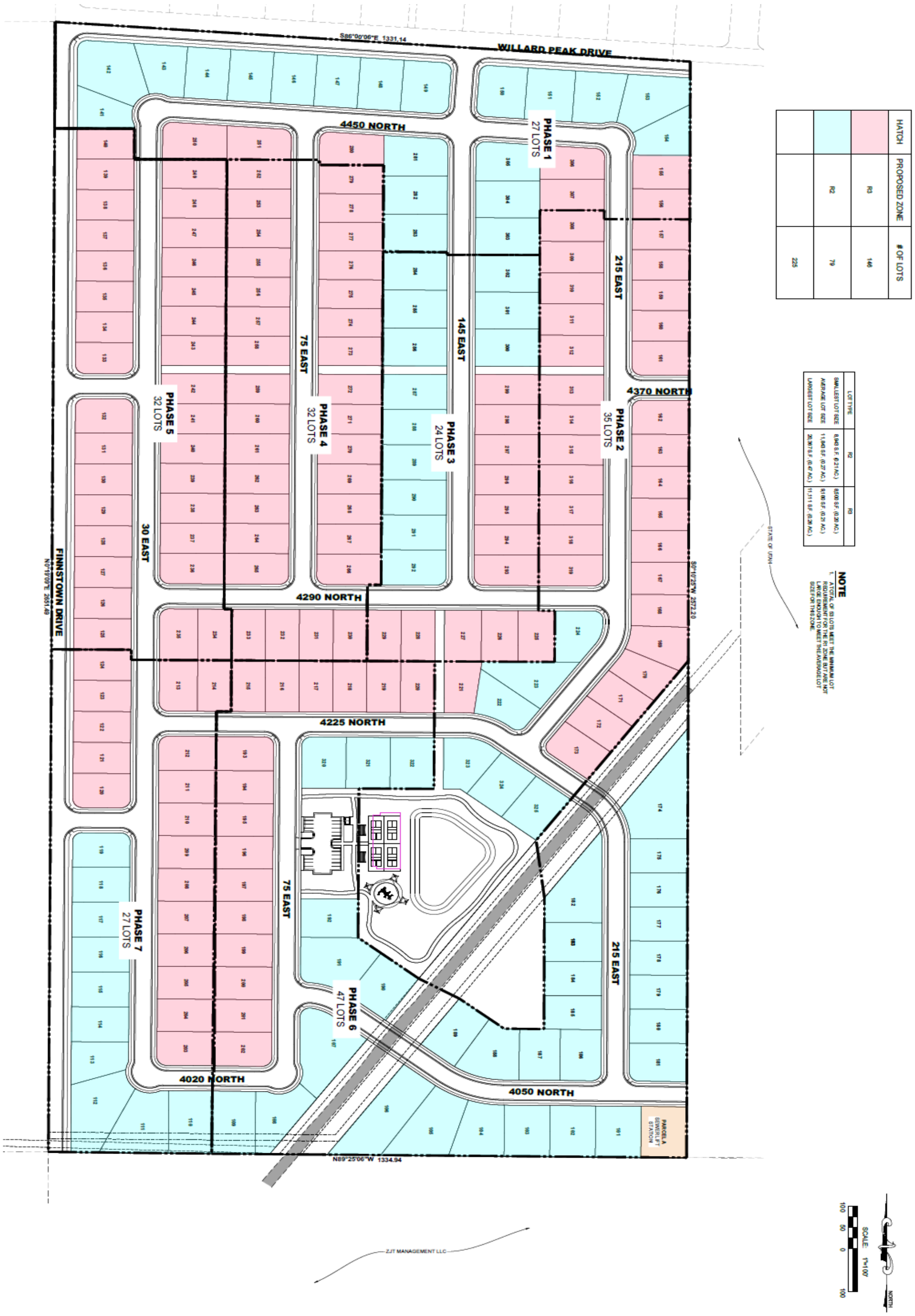


EXHIBIT C
(Common Area Amenities)

(***See following page for enlarged image***)

Exhibit C (Cont'd)

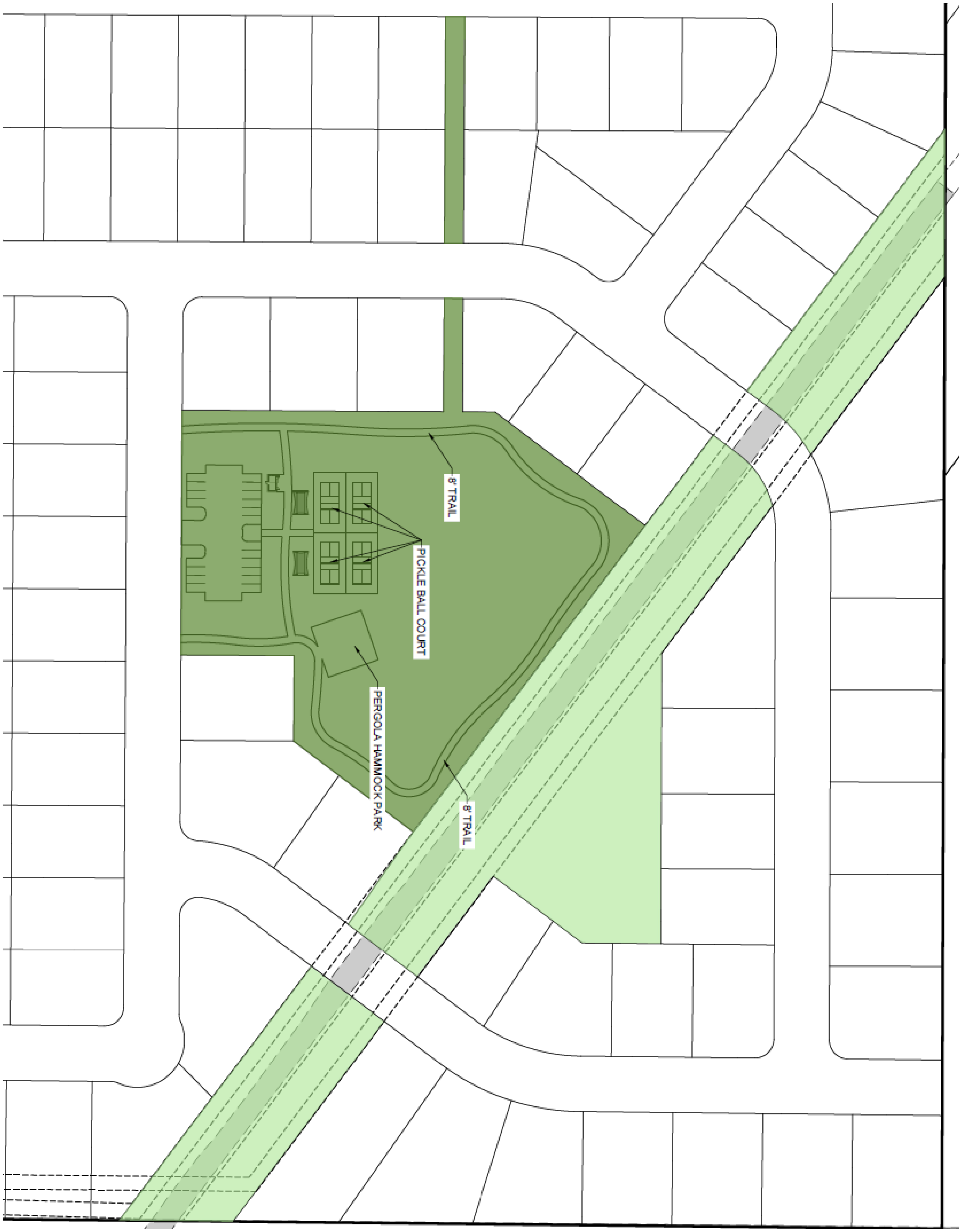


EXHIBIT D
(Notices of Decision)

Attached

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	TDR Code Amendment Draft Review
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City- Initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff suggests that the Planning Commission forward a positive recommendation to the City Council as pertaining to the proposed amendments (contingent upon any conditions/revisions the Commission deems appropriate).

BACKGROUND:
The City adopted the creation of a Transfer of Development Rights code as one of its moderate income housing strategies. This code would create an overlay zone to allow for increased density in the receiving zone in exchange for a conservation easement in the sending zone. This would allow the City to preserve open space and sensitive lands without having to use taxpayer funds while simultaneously allowing for more housing in other less sensitive areas.

ITEMS FOR CONSIDERATION:
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:
N/A

ATTACHMENTS:
1. TDR Proposed Code

CHAPTER 17.46
TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE

17.46.010 General purpose.

The purposes of the Transfer of Development Rights Program, or TDR Program, include, but are not limited to:

1. Protecting and enhancing private property rights by enabling the transfer of potential development rights.

2. Maintaining the natural beauty of Eagle Mountain City.

3. Promoting the public health, safety, and general welfare of Eagle Mountain City residents by establishing procedures, methods, and standards for the transfer of development rights.

4. Establishing a procedure enabling Eagle Mountain City and its landowners to voluntarily sever development rights from a Sending Property.

5. Establishing procedures for the formal transferring of development rights from a Sending Property, tracking those, and then to establish the use of those transferred development rights on a Receiving Property.

6. Establishing certain incentives for attaching development rights to relevant receiving properties.

7. Preserving open space, scenic views, agricultural, riparian and critical/sensitive lands.

8. Protecting lands, resources and structures of aesthetic, architectural, recreational, and historic significance.

9. Assisting in shaping the character and direction of the development of Eagle Mountain City.

Through the TDR program, development rights can be separated from the real property they are attached to and can be used or sold separately from the land itself. The following chapter provides a mechanism for landowners to transfer unused development rights to another property that could benefit from the rights

17.46.020 Definitions.

A “**Conservation Easement**” is an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

“**Constrained and Sensitive Land**” is land which is unbuildable under the Eagle Mountain Municipal Code, or land which contains any of the following features: Federal, State, or municipally designated wetlands, water bodies, washes, floodplains, slopes greater than 25%, faults, canals, and other geologically or environmentally sensitive features that require mitigation, special insurance, or permits from government authorities to allow development.

A “**Deed of Severance**” is an instrument executed by a property owner and Eagle Mountain City by which development rights are severed from a Sending Property. A Deed of Severance shall be combined with a Conservation Easement.

A “**Deed of Transfer**” is made by the owner of a development right, transferring development rights from a Sending Area to a Receiving Property.

“**Determination of Eligibility**” is the process performed by the Planning Director or a designee that determines the number of Transferable Development Rights that may be transferred from a Sending Property.

“**Development Rights**” means the potential for the improvement of a legally established parcel of land, measured in dwelling units, existing as a result of the underlying zone of the parcel.

“**Net Buildable Land**” shall include the total area of the proposed development minus land that is Constrained and Sensitive Land.

A “**Receiving Area**” is an area zoned with the Transfer of Development Rights Receiving Overlay Zone and where purchased development rights may be used in accordance with this chapter.

A “**Receiving Property**” is a lot or parcel within a Receiving Area and within which Development Rights are increased pursuant to a Transfer of Development Rights affixed to the lot or parcel.

A “**Sending Area**” is an area zoned with the Transfer of Development Rights Sending Overlay Zone and is authorized to have Development Rights severed and transferred to a Receiving Area in accordance with this chapter.

A “**Sending Property**” is a lot or parcel within a Sending Area from which Development Rights are authorized to be severed.

“**Severance of Development Rights**” is the process by which development rights from a Sending Property are severed pursuant to this chapter.

“**Transfer of Development Rights**” is the process by which development rights from a Sending Property are affixed to one or more receiving properties.

A “**Transfer of Development Rights Certificate** or **TDR Certificate**” is a certificate issued by the Eagle Mountain Planning Director or designee that indicates a number of Transferable Development Rights Credits that have been authorized for a Sending Property, which may be transferred to a Receiving Property.

17.46.030 Sending Properties and Areas.

A. The following uses are permitted within Sending Areas after a Deed of Severance and Conservation Easement is recorded. Uses other than those listed below are prohibited:

1. Agricultural and horticultural uses, including grazing of animals in compliance with State and Federal Animal Land Use Regulations, raising crops, wholesale nurseries, and associated buildings that are specifically needed to support active, viable, and permitted agricultural and horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this title.

2. Public rights of way and easements, including recreational trails.

3. Commercial horse riding, training and boarding stables.

4. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.

5. One (1) single-family dwelling and one Accessory Dwelling Unit on parcels with 5 or more acres.

6. Municipal facilities required for local service and/or recreation needs.

7. Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conserved land.

8. Restoration, maintenance, enhancement of native vegetation.

9. Publicly accessible recreational lands and facilities including trails, parks and natural lands.

10. Agritourism.

11. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.

B. Sending Areas shall meet all of the following criteria:

1. Sending Areas are property that have been zoned with the Transfer of Development Rights Sending ("TDR-S") Overlay Zone, in which the overlay zone confers special rights and obligations as set forth in this chapter in addition to the underlying zoning regulations. Once a Deed of Severance and Conservation Easement is recorded, no uses other than those expressly permitted herein are permitted, regardless of the underlying zoning.

2. The TDR-S Overlay Zone may be applied to agricultural lands and open spaces as shown on the Official Zoning Map of Eagle Mountain City.

a. For agricultural parcels, Sending Areas shall be no smaller than ten (10) acres.

b. For planned City parks or areas of historical significance, Sending Areas shall be no smaller than five (5) acres.

c. Connecting parcels smaller than the minimum requirements may be considered on a case-by-case basis by the City Council.

3. A property owner may apply to have their property be designated as a Sending Area and rezoned to receive the TDR-S Overlay Zone through the City's rezoning process set forth in EMMC Chapter 17.90.

4. Where a property is partially contained within a Sending Area, only the portion of the property contained within the Sending Area may be used for the purposes of determining the number of Transferable Development Rights ("TDR") credits.

5. A Deed of Severance and a Conservation Easement shall be recorded on the Sending Area property from which potential Development Rights were severed, and the property may thereafter only be used as outlined in this chapter. The Conservation Easement requires the formal commitment from the City for long term management of the Sending Property or, if the City declines to manage the Sending Property, from a non-profit or Land Trust. All applicable fees, including stewardship fees, for the transfer must be paid by the applicant prior to recording the Deed of Severance and Conservation Easement.

6. Any landowner within the TDR-S Overlay Zone may apply to have TDR Credits calculated and created for their property based on formulas contained herein. The entire property shall be submitted for calculation of TDR Credits at the time of application with the City.

7. All properties owned by the State or Federal agencies and existing conservation subdivisions shall not be eligible for TDR credits or severance of potential development rights.

a. All other Sending Areas and property within the TDR-S Overlay Zone are eligible for a Determination of Eligibility.

17.46.040 Determination of Transferable Development Rights.

A. Determination of Transferable Development Rights.

1. The Planning Director or designee shall establish and maintain a system for monitoring the determination, severance, ownership, assignment, and transfer of development rights.

2. The record owner of property within the TDR-S Overlay Zone shall file a Determination of Eligibility Application, with an associated fee, to determine the number of TDR Credits available to be severed from a Sending Property shall be filed with the City.

3. The following information shall accompany the application for a Determination of Eligibility:

a. A map that includes the following:
   1. The boundary map of the subject property.
   2. A legal description including the acreage of the property.
   3. Current zoning.

b. Current use of the property.

c. Title policy or title documentation.

d. Applicable fees.

e. Annexation status, if applicable.

B. The Planning Director shall, in accordance with the standards set forth in this chapter, determine the number of TDR Credits using the following formula and rounded to the nearest whole number:

1. Where TDR means the number of Transferable Development Rights credits:

a. “A” means the total Net Buildable Area (acres) of the property.

b. “B” means the allowable potential units per acre on an agricultural property based on the Eagle Mountain City Future Land Use Map, infrastructure requirements for any potential development, and open space requirements.

2. For property designated as Foothill Residential, Neighborhood Residential One, Neighborhood Residential Two, or Neighborhood Residential Three on the Future Land Use Map, TDR = A x B.

3. For land designated as Open Space on the Eagle Mountain City Future Land Use Map, the per acre TDR credits shall be 3.

17.46.050 Severance of Development Rights.

A. The Severance of Development Rights shall be subject to the following conditions:

1. Any proposed severance of Development Rights may be initiated only upon application (Eligibility Application) to the City by the record owners, or their agents, of the Sending Property. Once the Determination of Eligibility is completed, a TDR Certificate shall be issued to the applicant. The issuance of a TDR Certificate alone does not constitute a Severance of Development Rights, and no Development Rights can be transferred solely on the basis of a TDR Certificate.

2. The City may not require property owners to sever development rights as a condition of any development of any property.

3. A Severance of Development Rights occurs after the owner of the Sending Property receives a signed TDR Certificate with the number of allotted TDR credits from the City and records a Deed of Severance. The Deed of Severance

must transfer development rights to one or more parties, which may include the grantor, and may, but is not required to, vest development rights to one or more receiving properties.

4. The Deed of Severance must be executed by the property owners of the development rights being severed, and by any lien holders of such property.

5. No Deed of Severance may be recorded under this ordinance unless the Deed of Severance contains a copy of the TDR Certificate signed by the City indicating the number of TDR credits being severed.

6. The Deed of Severance must contain a Conservation Easement, both of which shall run with the land and must assure that the prohibitions against the use and development of the Sending Property will bind the landowner and every successor in interest to the landowner. Such Conservation Easements shall include a legally binding commitment letter from the City, unless the City declines to manage the Sending Property in which case the commitment letter shall be from a nonprofit or local Land Trust.

7. The Deed of Severance and Conservation Easement shall be recorded in the office of the Utah County Recorder. Upon recordation of the Deed of Severance:

a. The TDR credits are severed from the Sending Property.

b. The Conservation Easement shall be in compliance with the permitted uses in the Transfer of Development Rights Sending Overlay.

17.46.060 Receiving Areas Identified.

A. Permitted Uses in Receiving Areas are limited to those uses which are permitted in the underlying zoning districts or as modified below.

B. For Permitted Uses that include written additional standards, such standards shall still apply to the TDR program.

C. Receiving Area Qualifications:

1. A property owner may apply to have their property be designated as a Receiving Area and rezoned to receive the Transfer of Development Rights Receiving (“TDR-R”) Overlay Zone through the City’s rezoning process set forth in EMMC Chapter 17.90.

2. Upon rezone Receiving Areas shall be designated on the Official Zoning Map of Eagle Mountain City and shall function as overlay zones, such that all the provisions of the underlying zone shall apply, unless altered by the provisions of the overlay.

3. Where a property is partially contained within a Receiving Area, only the portion of the property contained within the Receiving Area may be used for the purposes of applying transferable development rights credits (“TDR credits”).

4. When considering whether to rezone a property with the TDR-R Overlay Zone, the Planning Commission and City Council, in accordance with the City Code, shall consider the ability of the property, utilities, nearby roadway networks, transportation system capacities and options, and other land use characteristics to accommodate additional density on the property.

5. A Receiving Property that brings TDR credits to their property may only use the development rights permitted in accordance with the existing zoning regulations applicable to the Receiving Property and as shown in the table below:

Base Zoning	Base Density	Allowable Density Increase of the Receiving Area
Single Family Residential Zones (Defined as R-1, R-2, R-3, R-C, FR Zones in Title 17 of the Eagle Mountain Municipal Code)	As per zone based on average lot size requirements	Up to a 25% decrease in average lot size requirements.
MF-1 Zone	10 units per acre	Up to 12.5 units per acre
MF-2 Zone	20 units per acre	Up to 25 units per acre

6. The City shall require 1 TDR Credit per every half-acre of Receiving Property.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	Amendment to Eagle Mountain Municipal Code Section 13.20.250 Developments within the City, regarding Residential Water Rights Requirements.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends the Planning Commission recommend approval to the City Council of the amendment to Eagle Mountain Municipal Code Section 13.20.250 Developments within the City.

BACKGROUND:
On January 16, 2024, the City Council approved an amendment to Table 16.35.130(a) Residential Water Rights Requirements. The table is also located in Section 13.20.250 Developments within the City, but the amendment did not update this Section of code. The proposed amendment replaces the table in Section 13.20.250 with a reference to Table 16.35.130(a).

ITEMS FOR CONSIDERATION:
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:
n/a

ATTACHMENTS:
1. EMMC 13.20 - Redlines

Chapter 13.20
WATER AND SEWER

13.20.250 Developments within the city.

The city does not have sufficient water rights to supply the needs of new connections within the city limits and, therefore, those who apply for new connections to the city water system will be required to convey to the city municipal use water rights sufficient to accommodate the needs of the new connections.

A. Amount of Water Required. All persons desiring to connect to the city's water system within the city limits shall convey to the city title to water rights capable of use in the city water system in the amounts set forth in Table ~~13.20.250~~ 16.35.130(a) Residential Water Right Requirements. All rights shall be approved for municipal use without conditions of approval for municipal use which are beyond the normal control of the city, and shall be conveyed in accordance with this section.

~~Table 13.20.250~~
~~Residential Water Right Requirements (Updated per 2003 Evaluation)~~

~~Lot Sizes in Square Feet~~	~~Per Lot Irrigable Acreage~~	~~Outdoor Water Requirements (2.5 Acre-Feet/Acre)~~	~~Indoor Water Requirements~~	~~Total Water Right Per Lot Requirements~~
~~Less than 7,000~~	~~0.08~~	~~0.20~~	~~0.53~~	~~0.73~~
~~7,001 – 9,000~~	~~0.13~~	~~0.33~~	~~0.53~~	~~0.86~~
~~9,001 – 11,000~~	~~0.17~~	~~0.43~~	~~0.53~~	~~0.96~~
~~11,001 – 14,500~~	~~0.25~~	~~0.63~~	~~0.53~~	~~1.16~~
~~Multifamily~~	-	~~2.5 acre-feet/ irrigable acre~~	~~0.383~~	-

~~Residential lots which exceed 14,501 square feet are required to dedicate an amount of water right calculated on a case-by-case basis after a review of the proposed use by the city engineer.~~

B. Additional Requirements. In addition to furnishing water rights, the developer/owner may be required to pay all costs required to construct the needed facilities to supply, store and distribute the water to the developer's project. Items of construction may include, but not be limited to, wells, storage reservoirs, spring development, pumps, pressure regulating stations, distribution lines, etc.

C. Time of Conveyance. The conveyance of title to required water rights shall be prior to recordation of a subdivision plat or record of survey approval by the city council of the site plan for single-owner multifamily projects, or for the development approval of nonresidential properties, at any time prior to the issuance of a building permit for the proposed nonresidential use. [Ord. O-08-2004 § 1; Ord. O-01-2004 § 1 (Exh. A § 4.25); Ord. 002 § 1 (Exh. A § 4.25)].

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	Sub-grade Projections Code Amendment
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Steven Lehmitz, Planner	Steven Lehmitz

RECOMMENDATION:
Staff recommends that the Planning Commission, after reviewing and considering the proposed code amendment, forward a positive recommendation to the City Council.

BACKGROUND:
Sub-grade structures, such as basement walkouts, are considered part of the primary structure, meaning they would have to be located within the building envelope established for primary structures. The proposed code amendment aims to allow sub-grade structures within the setbacks with a few caveats:

- Five feet must be maintained between the sub-grade structure and property lines;
- They will not be permitted within easements;
- They are not permitted in front yards.

Staff notes that since these types of structures are located within side and backyards, they often will not be seen and allowing them within setbacks won't detract from the look and feel of neighborhoods.

ITEMS FOR CONSIDERATION:
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:
n/a

ATTACHMENTS:
1. EMMC 17.25.060 Projection into setbacks - Redlines

17.25.060 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

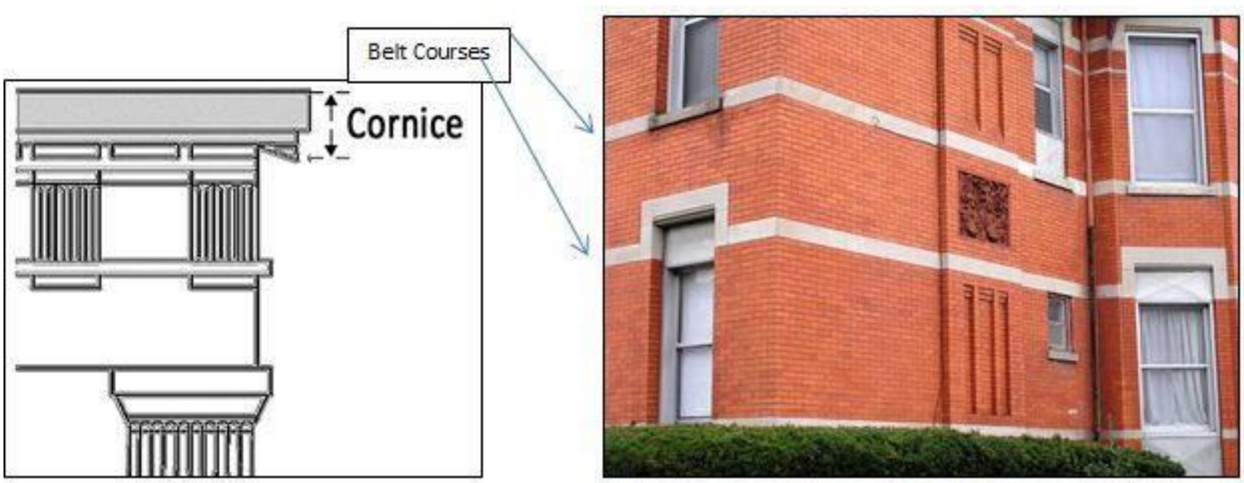
* A minimum of six feet must still be maintained between the nearest property line and any cantilevered building projection.

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

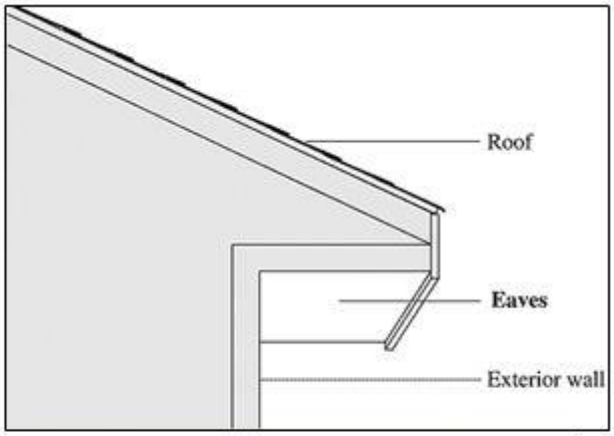
* A minimum of five and one-half feet must still be maintained between the nearest property line and any chimney or fireplace.

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

9. Sub-grade Structures, such as Basement Walkouts

a. Sub-grade structures may encroach into the setbacks.

i. If a basement walkout includes a covering/roof, it may encroach into setbacks to the same extent as the walkout.

b. A minimum of five feet must still be maintained between the nearest property line and any sub-grade structure.

c. Sub-grade structures shall not be located within an easement.

d. Sub-grade structures shall not be permitted in front yards.

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **NOVEMBER 26, 2024**
TITLE:	Amending the Consolidated Fee Schedule Section 13.1
ITEM TYPE:	Public Hearing Only
FISCAL IMPACT:	
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING
Yes

PREPARED BY
Kimberly Ruesch, Administrative Services Director

PRESENTED BY
Kimberly Ruesch

RECOMMENDATION:
Staff recommends that the Planning Commission, after reviewing and considering the proposed amendment, forward a positive recommendation to the City Council.

BACKGROUND:
Amending the Eagle Mountain City Consolidated Fee Schedule section 13.1 Building Permit Fees: A proposal to adopt a resolution amending the Eagle Mountain City Consolidated Fee Schedule to add flat fees for permits not subject to square footage valuation, provide additional clarifying language for valuation tables, and modify the building permit fee table to increase the rate for projects over 1,000,000 in valuation.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
1. 13.1 Building Permit Fees Redline
2. EMC Building Valuation Data Table

Total Valuation*	Fee
$1.00 to $500	$24
$501 to $2,000	$24 for the first $500, plus $3 for each additional $100, or fraction thereof, to and including $2,000
$2,001 to $40,000	$69 for the first $2,000, plus $7 for each additional $1,000, or fraction thereof, to and including $40,000
$40,001 to $100,000	$335 for the first $40,000, plus $5 for each additional $1,000, or fraction thereof, to and including $100,000
$100,001 to $500,000	$635 for the first $100,000, plus $2 for each additional $1,000, or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$1,435 for the first $500,000, plus $3 for each additional $1,000, or fraction thereof, to and including $1,000,000
$1,000,001 to $5,000,000	$2,935 for the first $1,000,000, plus $3 for each additional $1,000, or fraction thereof, to and including $5,000,000.
$5,000,001 and up	$14,935 for the first $5,000,000, plus ~~$1~~ $2 for each additional $1,000, or fraction thereof.

Plus 1% surcharge assessed against permit for per Building Permit, as per Utah Code 15A-1-209(5).

**Building Permit Fee Schedule comes from the 2021 International Residential Code Appendix AL 101 and applies to total valuation, which is calculated using the Building Valuation Table.*

Non-Valuation Based Permits

Basement Finish $250.00

Inspection Only Permits $50 per Inspection

2024 Building Valuation Data

Occupancy Group	ICC Construction Type								
Group (2024 International Building Code)	IA	18	IIA	118	IIIA	1118	IV	VA	VB
A-1 Assembly, theaters, with stage	330.56	318.80	309.39	297.20	277.71	269.67	287.04	258.79	248.89
A-1 Assembly, theaters, without stage	303.49	291.73	282.32	270.13	250.88	242.84	259.97	231.96	222.06
A-2 Assembly, nightclubs	272.51	264.43	256.91	248.19	232.76	226.12	239.28	211.57	204.72
A-2 Assembly, restaurants, bars, banquet halls	271.51	263.43	254.91	247.19	230.76	225.12	238.28	209.57	203.72
A-3 Assembly, churches	308.01	296.25	286.84	274.65	255.52	247.48	264.49	236.60	226.71
A-3 Assembly, general, community halls,	258.66	246.90	236.50	225.30	205.06	198.01	215.15	186.13	177.24
A-4 Assembly, arenas	302.49	290.73	280.32	269.13	248.88	241.84	258.97	229.96	221.06
B Business	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
E Educational	276.33	266.73	258.30	247.60	231.08	219.28	239.09	202.46	195.97
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P.
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
1-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
1-2 Institutional, hospitals	455.16	444.88	434.86	423.47	399.17	N.P.	413.57	374.14	N.P.
1-2 Institutional, nursing homes	315.97	303.75	293.73	282.34	261.43	N.P.	272.44	236.40	N.P.
1-3 Institutional, restrained	338.01	327.73	317.71	306.32	285.40	276.05	296.41	260.38	248.77
1-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	203.29	195.21	186.69	178.98	163.28	157.64	170.06	142.09	136.24
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-familyd	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19

Residentail interior remodel and tenant improvement value is determined by owner statement of market value of labor and materials.

a. Private Garages use Utility, miscellaneous
b. Shell only buildings 80% of valuation
c. Tenant finish 65% of valuation
d. Interior buildout 40% of valuation
e. Other 40% of valuation
f. N.P. = not permitted
g. Unfinished basements (Group R-3) = $31.50 per sq. ft