



EAGLE MOUNTAIN CITY COUNCIL MEETING

MARCH 4, 2025, 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. UPDATE / DISCUSSION - Mid-Valley Road Feasibility Study
- 1.B. DISCUSSION - Proposed Revisions to the Mortgage Assistance Program
- 1.C. UPDATE - Legislative Lowdown - 2025 Session

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. RECOGNITION

- 7.A. Kristin Allred, Assistant Library Director - UPLIFT Full Series Course Completion

8. 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.)

9. CITY COUNCIL/MAYOR ITEMS

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

CONSENT AGENDA

10. BOND RELEASES

10.A. Antelope Meadows Phase B, Plat 5 - Into Warranty

10.B. Silver Lake 32 - Out of Warranty

10.C. Juniper Springs Phase A Plat 1 - Out of Warranty

10.D. Juniper Springs Phase A Plat 2 - Out of Warranty

11. MINUTES

11.A. February 18, 2025 Minutes - Regular City Council Meeting

12. RESOLUTIONS

12.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Agreement with The Retail Coach, LLC for Professional Services

12.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Contract Renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services

12.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Downtown Master Plan

12.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City

SCHEDULED ITEMS

13. ORDINANCES

13.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement

BACKGROUND: *(Presented by Planning Director, Brandon Larsen, and City Attorney, Marcus Draper)*. Enyo Energy is an independent power company that specializes in developing utility-scale energy projects in the Intermountain West. It is looking to develop a power project in Eagle Mountain City and partner with local data centers and Rocky Mountain Power. Enyo is looking to construct Battery Energy Storage Systems, solar power, and potentially a natural gas power plant in Eagle Mountain City. This development agreement would govern Enyo's project. Parcel Nos. are 59:068:0005, 59:068:0002, 59:068:0004, 59:084:0010, 59:084:0009, 59:084:0007.

14. TRAINING

14.A. TRAINING - Open & Public Meetings Act (OPMA)

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. Upcoming Agenda Items

17.B. Financial Report

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 801-789-6611. 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.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 27th day of February, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, 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.

Gina L. Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	UPDATE / DISCUSSION - Mid-Valley Road Feasibility Study (Avenue Consultants)
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	Discussion Only
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Steve Mumford, Deputy City
Manager

PRESENTED BY

David Salazar

RECOMMENDATION:

It is recommended that Avenue Consultants review alignments for Mid-Valley Road

BACKGROUND:

Engineers from Avenue Consultants have been considering four possible alignments for Mid-Valley Road eastbound through Hidden Valley, including analyzing road slopes, determining required cut and fill areas, meeting with property owners, consulting with UDOT, and meeting with representatives from Eagle Mountain City, the City of Saratoga Springs, and with MAG.

This update, early in the study process, is for the Avenue team to provide their initial findings and obtain feedback from the City Council.

ITEMS FOR CONSIDERATION:

**60 minutes of Work Session time has been allocated for this discussion.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	Proposed Revisions to the Mortgage Assistance Program
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	None
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Clifford Strachan, Director of
Legislative Affairs

PRESENTED BY

Clifford Strachan

RECOMMENDATION:

Bring the proposed revisions back to the City Council on March 18, 2025 for approval.

BACKGROUND:

The Mortgage Assistance Program was adopted October 1, 2024. The program had its first application period in January 2025. Seven of nine applications received conditional approval for \$25,000 loans.

As staff has worked through the first round of applications, some changes have been identified that it was felt would improve the program. A copy of the proposed changes has been circulated to the Council and some senior staff members prior to this meeting. Today's discussion is an opportunity to ask questions, provide input, and settle on some changes. It is Staff's intention to put a resolution with the proposed changes on the City Council agenda for March 18, 2025. This would allow applicants starting in the next quarter (April) to move forward under the revised guidelines.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	State Legislation Update
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

PREPARED BY
Clifford Strachan, Director of
Legislative Affairs

PRESENTED BY
Clifford Strachan

RECOMMENDATION:
N/A

BACKGROUND:
The Utah State Legislature is in session from January 21 to March 7, 2025. This item is an opportunity for the Director of Legislative Affairs to communicate any bills of interest or concern and for the City Council to discuss such.

ITEMS FOR CONSIDERATION:
**30 minutes of Work Session time has been allocated for this discussion.

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
None



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	RECOGNITION - Kristin Allred, Assistant Library Director - UPLIFT Full Series Course Completion
ITEM TYPE:	Recognition
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Gina Olsen, City Recorder

PRESENTED BY

RECOMMENDATION:

BACKGROUND:

Through the Utah Public Library Institute for Training (UPLIFT), the Utah State Library offers a variety of training opportunities for Utah library staff and trustees. UPLIFT includes training for non-MLS library staff, the full library community, and for library trustees, through special institutes, mini-workshops, teleconferences, and grants to individuals and library organizations.

Assistant Library Director Kristin Allred has recently completed the continuing education core courses required to meet the personnel standard required for public library certification under Standards for Utah Public Libraries.

These core areas include:

- **Technology** includes things the librarian needs to know to keep computer services up and running. It includes computer security, wireless access issues and solutions, technical support that the librarian can do, and when to call an IT person for help.
- **Reference** brings the skills needed to be an effective provider of reference and information services. Emphasis is on reference services, the reference interview, online searching strategies including Pioneer, and sources of information.
- **Library Administration** covers the fundamentals of public library administration, the need to integrate planning, budgeting, the basics of personnel management and policy development.
- **Cataloging/Acquisitions/Technical Services** explains how to create accurate bibliographic records and standard resources used in catalog work: Dewey Decimal Schedules, RDA Rules, and MARC Records; also basic acquisitions and technical services functions.
- **Youth Services** explores the elements of running a successful program for children and teens including presenting library programs for children and young adults, developing children's and

young adult materials collections, and using the stages of childhood and adolescent development to guide your programs.

- **Collection Development** teaches the principles of selection of library materials and standard practices involved in building and promoting collections.

Kristin is an asset to the library, and her commitment to professional growth and learning reflects her dedication to excellence. Her enthusiasm for continuing education not only enhances her own expertise but also strengthens the library's ability to serve the community.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Certificate of Completion

CERTIFICATE OF/ TRAINING

This certificate is proudly presented to

KRISTIN ALLRED

For successfully completing the full series of
Utah Public Library Institute For Training
courses through the Utah State Library Division



Cara Rothman

Cara Rothman
State Librarian
January 2025

Rachel Lenahan

Rachel Lenahan
Training Coordinator
January 2025



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

ENGINEERING

Wednesday, February 19, 2025

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

SUBJECT: Antelope Meadows phase 'B' plat 5 into warranty Bond Release

City Recorder:

The above-mentioned 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
Antelope Meadows ph "B" plat 5 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-8671

1st Bond Release	
Original Bond Amount:	\$ 50,632.80
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 2,500.00
Amount Remaining in Bond:	\$ 48,132.80

Bond Releases Summary	
#1	\$ 2,500.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 2,500.00

2/19/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0.5	LS	\$5,000.00	\$2,500.00	0	1	100%	\$2,500.00	\$2,500.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	36157	0	SF	\$1.75	\$0.00	0	0	100%	\$0.00	\$0.00
b	6-inch Road base (also behind curb)	47105	0	SF	\$0.55	\$0.00	0	0	100%	\$0.00	\$0.00
c	9-inch sub-base(e-fill)9behind curb)	47105	0	SF	\$0.90	\$0.00	0	0	100%	\$0.00	\$0.00
d	30" curb & gutter	3128	0	LF	\$17.50	\$0.00	0	0	100%	\$0.00	\$0.00
e	Sidewalk	3140	0	LF	\$22.50	\$0.00	0	0	100%	\$0.00	\$0.00
f	Street/stop signs	4	0	EA	\$750.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	ADA access ramps for trail	4	0	EA	\$800.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Streetlights	3	0	EA	\$6,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
3	CULINARY WATER										
a	8" culinary water c-900	1276	0	LF	\$30.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	8" gate valve	6	0	EA	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	8" tee	2	0	EA	\$800.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Fire Hydrant	1	0	EA	\$3,800.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	3/4" water service	23	0	EA	\$1,200.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Connect to existing	3	0	EA	\$2,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Air vac	1	0	EA	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Cap & plug	1	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	15" storm drainpipe	864	0	LF	\$36.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	SD catch basin	2	0	EA	\$2,400.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	3x6 combo box	3	0	EA	\$3,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Connect to existing	2	0	EA	\$2,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	60" manhole	1	0	EA	\$4,200.00	\$0.00	0	0	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe	606	0	LF	\$29.50	\$0.00	0	0	100%	\$0.00	\$0.00
b	4" sewer laterals	17	0	EA	\$1,200.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	48" sewer manholes	2	0	EA	\$4,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Connect to existing	2	0	EA	\$2,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$2,500.00					
Original 10% Bond Coverage						\$48,132.80					
TOTAL BOND AMOUNT:						\$50,632.80				Released this Period	\$2,500.00

Vince Hogge
Vince Hogge, P.E.
Engineering Director

2-20-2025
Date

Robert Ballif
Robert Ballif
Engineering Tech. II

2/19/25
Date



DATE: Wednesday, February 19, 2025
FROM: Robert Ballif Engineering Assistant
SUBJECT: Antelope Meadows phase "B" plat 5 walk through-Updated

A walk-thru was performed on the above subdivision. The following were present.

Robert Ballif – Engineering Tech.
Travis Butterfield – J&B Excavation

After performing a walk-through, we have the following comments:

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. AutoCAD as build drawings.
3. All lots are missing sewer and water stamps. Place a brass pin in the curb with a "W" for water and a "S" for sewer stamped on the pin.
4. Remove the plastic off the ADA placards.
5. Place the street/stop signs.
6. All fire hydrant snake pits must have concrete removed off the top to access the snake pit.

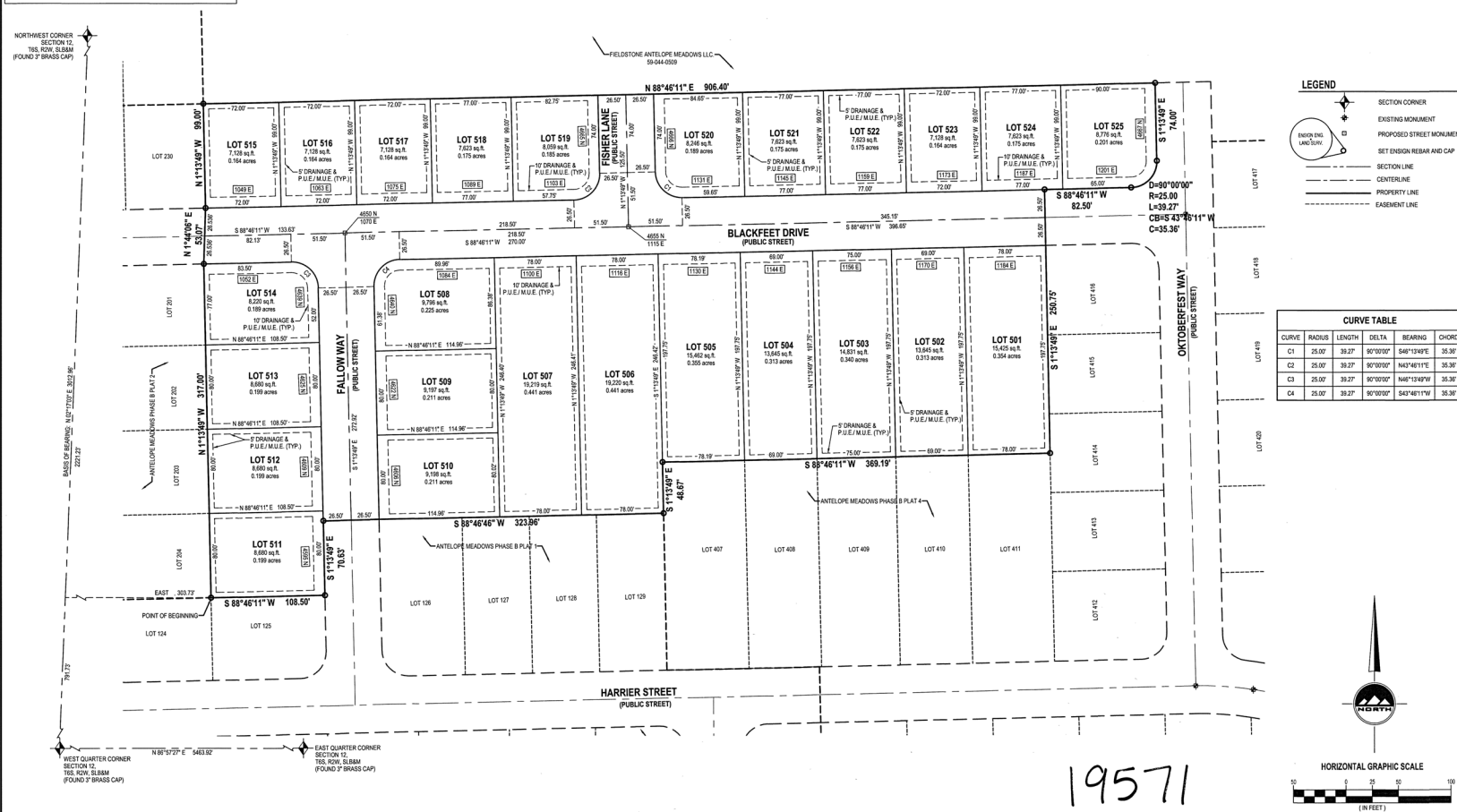
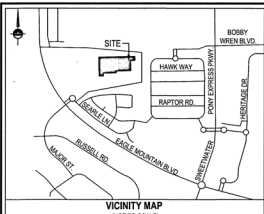
Fisher Lane:

1. Lot #519 remove concrete debris out of park strip.
2. Northend blow off clean out valve tower and expose blow off and place valve tower with hand tight cap.

Blackfeet Dr.:

1. Lot #518 air vac manhole add step.
2. Lot #518 place sewer pin.
3. Lot #502 place sewer pin.

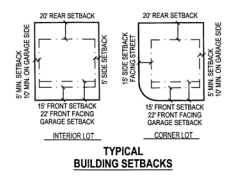
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.



SALT LAKE CITY
451 W. 1000 S, Suite 300
Salt Lake City, UT 84119
Phone: 801.255.5500
Fax: 801.255.4449
www.ensigneng.com

EN SIGN

SHEET 1 OF 1
PROJECT NUMBER: 10715A
DRAWN BY: GEE
CHECKED BY: PHN
DATE: 11/04/24



BUILDING SETBACKS
FRONT YARD: 10' MIN.
REAR YARD: 10' MIN.
SIDE YARD: 5' MIN.
ALL FRONT FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
ALL FRONT FACING GARAGES MUST BE 22' FROM PROPERTY LINE.

DEVELOPER
FIELDSTONE HOMES
12898 PONY EXPRESS RD #400
DRAVER, UTAH 84020
PHONE: 801.884.3597

DIRECT COMMUNICATIONS
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the facilities provided by the developer as per the Direct Communications Cedar Valley P.S.C. Unit No. 1. Title.

APPROVED 29 day of November A.D. 2024
BY: [Signature]
TITLE: [Title]
DATE: 11/04/24

ROCKY MOUNTAIN POWER
Pursuant to Utah Code Ann. § 54-2-27, the plat conveys to the owner(s) or operator(s) of utility facilities a public utility easement along with all the rights and duties described therein.
2. PURSUANT TO UTAH CODE ANN. § 54-2-27, the plat conveys to the owner(s) or operator(s) of utility facilities a public utility easement along with all the rights and duties described therein.
3. PURSUANT TO UTAH CODE ANN. § 54-2-27, the plat conveys to the owner(s) or operator(s) of utility facilities a public utility easement along with all the rights and duties described therein.
4. PURSUANT TO UTAH CODE ANN. § 54-2-27, the plat conveys to the owner(s) or operator(s) of utility facilities a public utility easement along with all the rights and duties described therein.

APPROVAL BY LEGISLATIVE BODY
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 12 DAY OF November, A.D. 2024.

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

ANTelope MEADOWS PHASE B PLAT 5
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL [Seal]
CITY ENGINEER'S SEAL [Seal]
COUNTY CLERK'S SEAL [Seal]

SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 28688, in accordance with Title 58, Chapter 22, of the Utah State Code. Further, I certify that by authority of the County, and 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, stated and monumented on the ground as shown on the plat, and that the plat is true and correct.

BOUNDARY DESCRIPTION
Beginning at a point on the Northern line of Antelope Meadows Phase B Plat 1, said point being North 02°17'32" East 791.59 feet and East 93°5'59" West from the West Quarter Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running:
Thence North 01°13'49" West 317.00 feet;
Thence North 01°44'00" East 53.07 feet;
Thence North 01°13'49" West 69.00 feet;
Thence North 88°46'11" East 906.40 feet;
Thence South 01°13'49" East 74.00 feet;
Thence South 88°46'11" West 303.10 feet;
Thence South 88°46'11" East 48.67 feet to the Northern line of Antelope Meadows Phase B Plat 1;
Thence along the Northern line of said Antelope Meadows Phase B Plat 1, the following three (3) courses:
(1) South 88°46'11" West 323.89 feet;
(2) South 01°13'49" East 73.03 feet;
(3) South 88°46'11" West 100.50 feet to the point of beginning.
Contains 319.238 Square Feet or 7.329 Acres and 25 Lots.

OWNER'S DEDICATION
WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DESCRIBED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 54-2-407, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER PUBLIC EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 27 DAY OF November, A.D. 2024.
Brett Woodland, ASSISTANT SECRETARY
Fieldstone Antelope Meadows, LLC

LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH, COUNTY OF Salt Lake, S.S.
On the 27 day of November, A.D. 2024, I, Brett Woodland, personally appeared before me, a Notary Public in and for the State of Utah, who knows the said Brett Woodland, and he acknowledged to me that he is the Assistant Secretary of Fieldstone Antelope Meadows, LLC, a limited liability company that has been organized under the laws of the State of Utah, and he acknowledged to me that he is the Assistant Secretary of Fieldstone Antelope Meadows, LLC, a limited liability company for the purposes herein mentioned and acknowledged to me that said limited liability company existed to the same.

APPROVED BY CITY ATTORNEY [Signature]
ATTEST: [Signature]
CITY ENGINEER (SEE SEAL BELOW)
CLERK (SEE SEAL BELOW)

APPROVAL BY LEGISLATIVE BODY
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 12 DAY OF November, A.D. 2024.

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

ANTelope MEADOWS PHASE B PLAT 5
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL [Seal]
CITY ENGINEER'S SEAL [Seal]
COUNTY CLERK'S SEAL [Seal]



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

ENGINEERING

Wednesday, February 19, 2025

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

SUBJECT: **Silverlake plat 32 out of warranty Bond Release**

City Recorder:

The above-mentioned subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and releases all bonds placed by the developer and held by the city for this development.

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

Sincerely,

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

Cc: Gina Olsen, City Recorder



DATE: Wednesday, February 19, 2025
FROM: Robert Ballif – Engineering Tech II
SUBJECT: Silverlake 32 exit warranty-Updated

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

- ~~1. Remove the SWPPP from inlets.~~
- ~~2. Exit sewer video.~~

Golden Acres Dr.:

- ~~1. Intersection of Rustic Patch clean north water valve.~~

Golden Eagle Rd.:

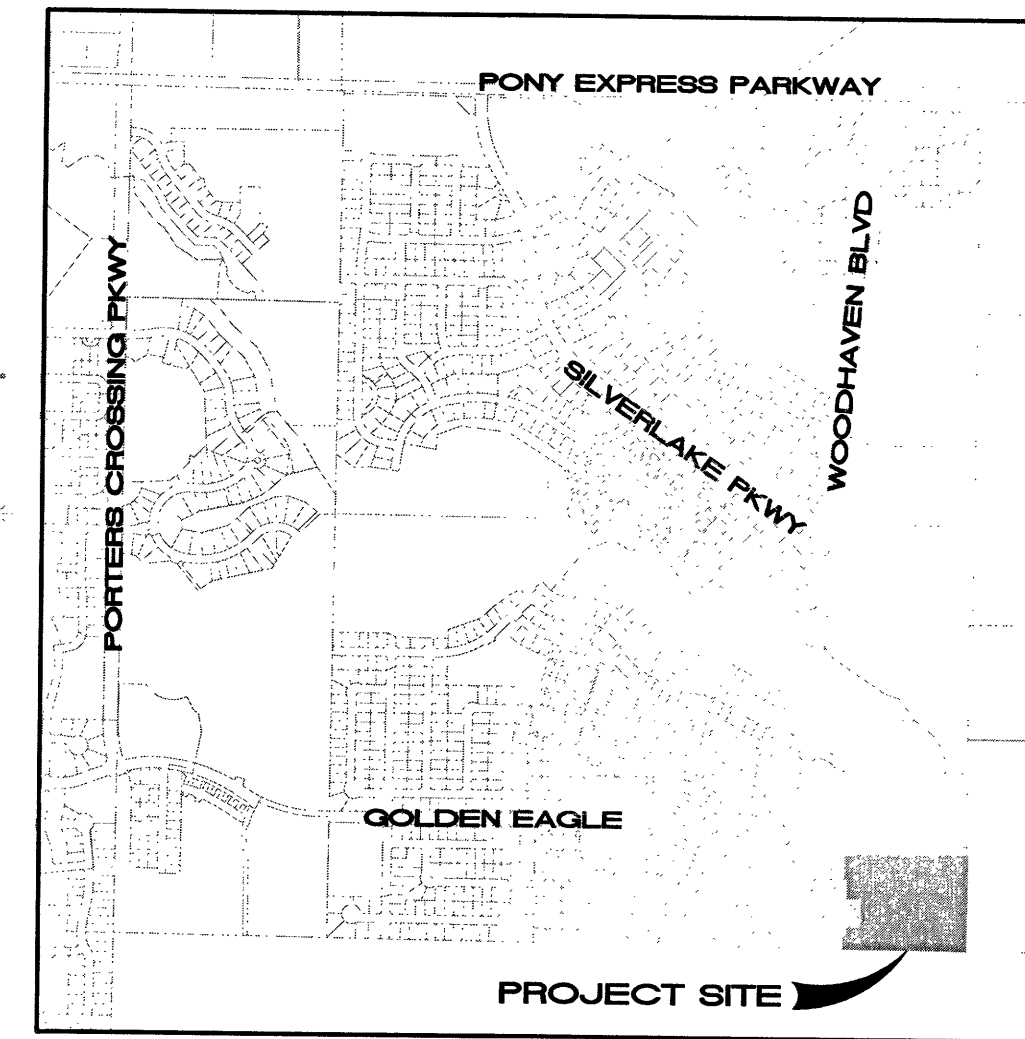
- ~~1. Sections of sidewalk marked with an 'X' to be removed and replaced.~~
- ~~2. Behind lot #3219 section of walk to be ground down, tripping hazard.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for the exit warranty release amount.

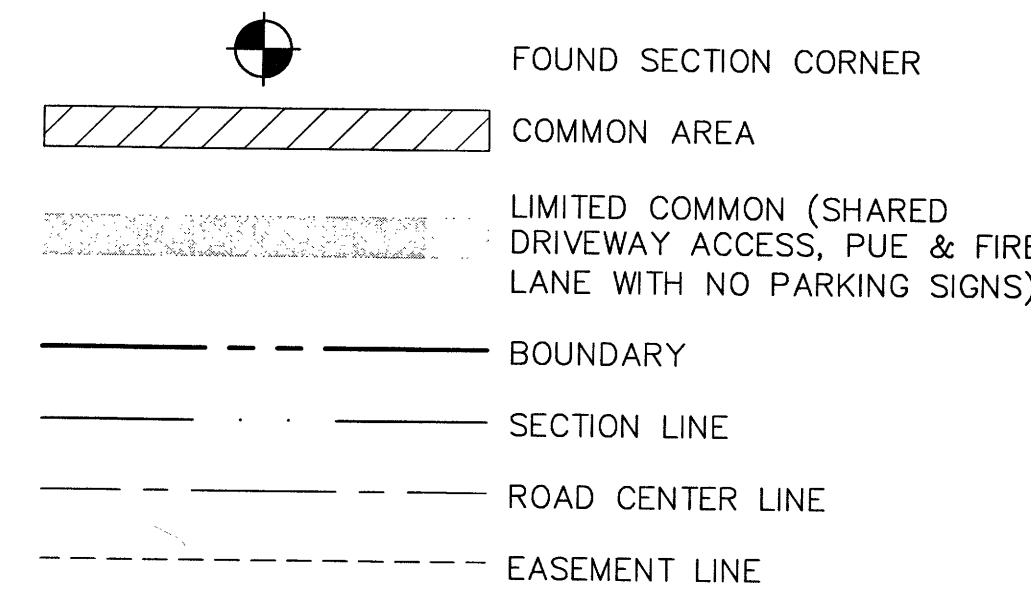
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	17.26	2021.50	0°29'21"	17.26	N89°52'34"W
C2	146.36	3765.00	2°13'38"	146.35	N89°29'14"E
C3	18.52	226.50	4°41'07"	18.52	N88°15'29"E
C4	24.79	15.00	94°41'07"	22.06	S46°44'31"E
C5	23.56	15.00	90°00'00"	21.21	N45°36'03"E

SILVERLAKE PLAT "32"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



VICINITY MAP NTS



DOMINION GAS COMPANY APPROVAL
Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require utility easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of 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's right-of-way department at 1-800-366-8532

Approved this 27 day of April, 2022 Dominion Gas Company
By: Quincy Eldredge Title: Pre-Com

ROCKY MOUNTAIN POWER APPROVAL
1. Pursuant to Utah Code Ann 54-3-37 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 Utah Code Ann 17-27a-603(4)(c)(ii) 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 of right of way
(2). The law applicable to prescriptive rights
(3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
(4). Any other provision of law

Del Edwards 4/26/22
ROCKY MOUNTAIN POWER DATE

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.

4/26/22
DIRECT COMMUNICATIONS DATE

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE
I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "32" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION
Beginning at Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°20'14" West 769.48 feet along the section line; thence North 00°39'46" East 83.50 feet; thence South 89°20'14" East 25.00 feet; thence North 00°39'46" East 60.50 feet; thence South 89°20'14" East 86.26 feet; thence North 03°49'11" West 167.79 feet; thence North 89°25'59" West 67.70 feet; thence North 03°49'11" West 83.99 feet; thence North 00°22'07" East 43.00 feet; thence Westerly 17.26 feet along the arc of a 2,021.50 foot radius curve to the left, through a central angle of 00°29'21" the chord of which bears North 89°52'34" West 17.26 feet; thence North 00°43'45" West 149.90 feet; thence Easterly 146.36 feet along the arc of a 3765 foot radius curve to the right, through a central angle of 02°13'38" the chord of which bears North 89°29'14" East 146.35 feet; thence South 89°23'57" East 351.38 feet; thence Easterly 18.52 feet along the arc of a 226.50 foot radius curve to the left, through a central angle of 04°41'07" the chord of which bears North 88°15'29" East 18.52 feet; thence North 85°54'56" East 10.27 feet; thence Southeasterly 24.79 feet along the arc of a 15 foot radius curve to the right, through a central angle of 94°41'07" the chord of which bears South 46°44'31" East 22.06 feet; thence North 82°11'44" East 43.47 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 45°36'03" East 21.21 feet; thence South 89°23'57" East 165.41 feet; thence South 00°36'03" West 599.26 feet to the point of beginning.

Parcel contains: 9.923 acres more or less.

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

April 22, 2022
DATE

Travis Trane
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION
WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. PURSUANT TO UTAH CODE 10-9A-604(1d) THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HEREON, TO THE SILVERLAKE MASTER HOME OWNERS ASSOCIATION, PO BOX 179, LEHI, UT, 84043

OWNER(S):
PRINTED NAME OF OWNER
Rackness Development, Inc.
Nate Hutchinson President
AUTHORIZED SIGNATURE(S)
April 22, 2022

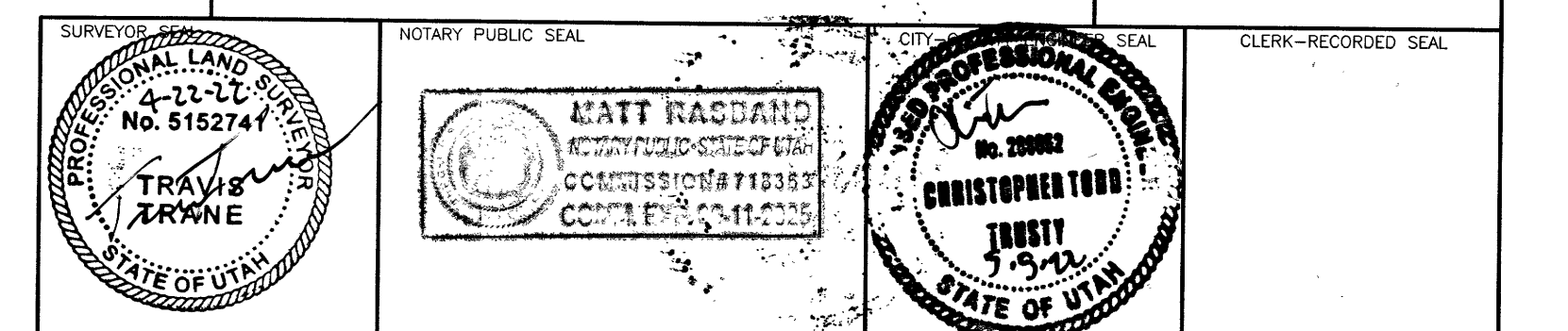
STATE OF UTAH)
COUNTY OF UTAH) S.S.
ACKNOWLEDGEMENT

On the 22 day of April, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

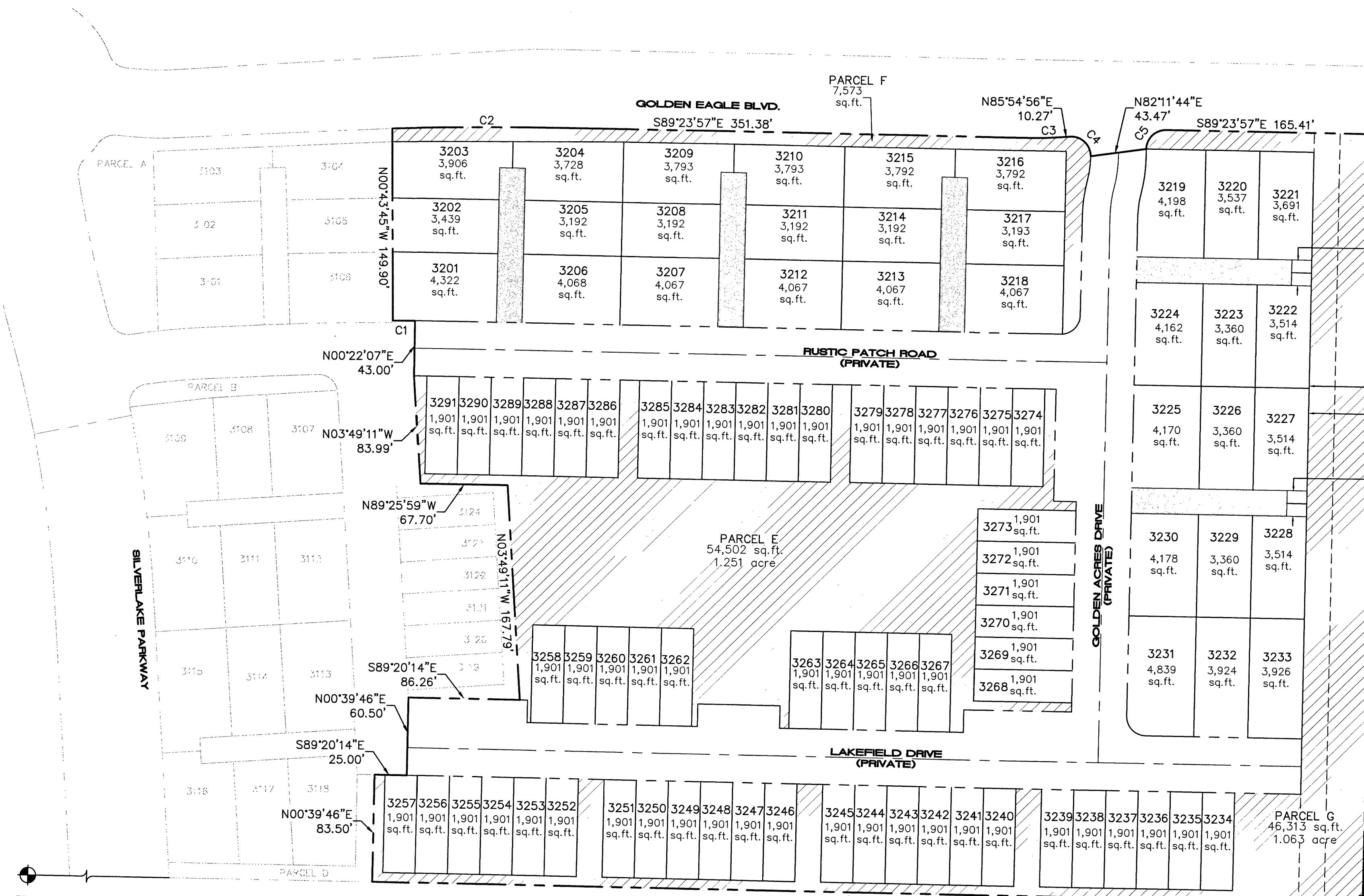
My Commission Expires 6/11/25
COMMISSION NUMBER 718363
NOTARY PUBLIC SIGNATURE
Matt Rasband
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY
The City Council of Eagle Mountain City, 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 period of use of the public this 17 day of April, 2022
APPROVED BY MAYOR
Christopher Todd
APPROVED BY CITY ENGINEER
(See Seal Below)
ATTEST BY CITY RECORDER
(See Seal Below)

PLAT "32"
SHEET 1 OF 2
SILVERLAKE
A RESIDENTIAL SUBDIVISION
EAGLE MOUNTAIN UTAH COUNTY, UTAH
RECORDING INFORMATION
FILE 1091272022 Map # 18531
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Oct 12 9:07 am FEE 288.00 BY IP
RECORDED FOR EAGLE MOUNTAIN CITY



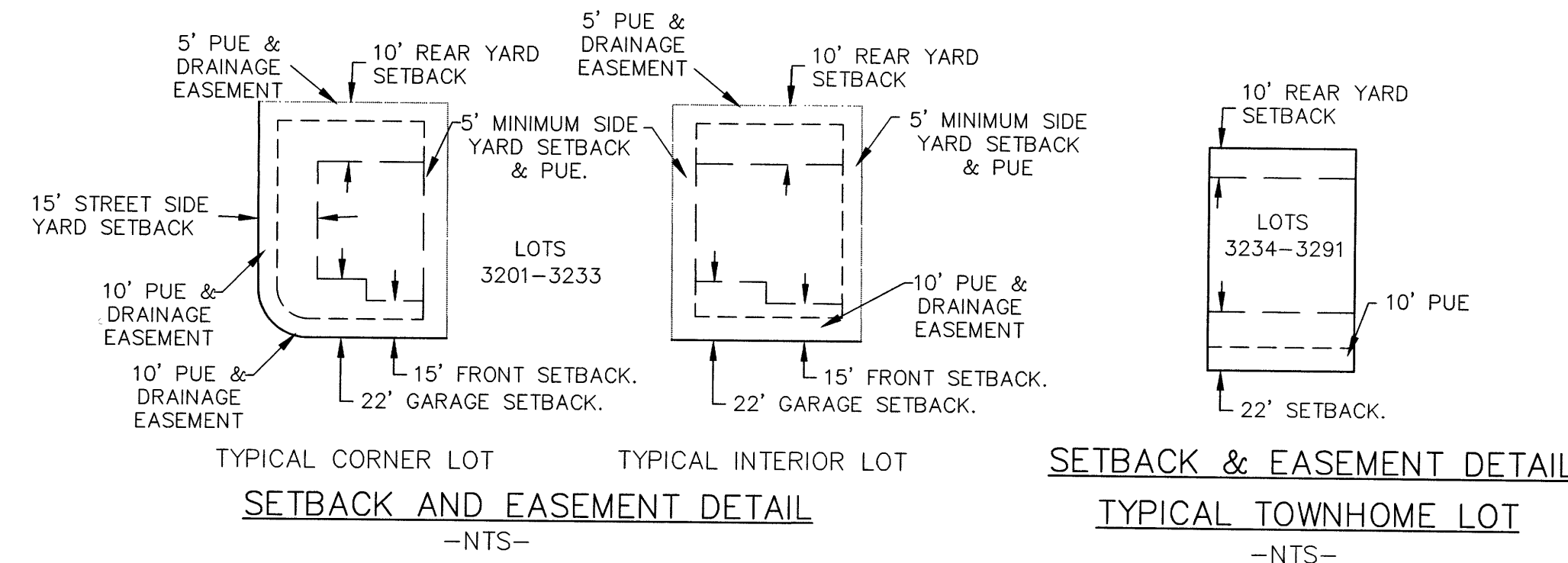
Christopher Todd Trusty
#206052



FOUND UTAH COUNTY BRASS CAP 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

BASIS OF BEARING: SECTION LINE
N 89°20'14" W MEASURED 2852.73'

FOUND UTAH COUNTY BRASS CAP 1971
SOUTHEAST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.



LAND USE	
ACREAGE:	9.923 acres
ACREAGE IN LOTS:	5.38 acres
ACREAGE IN ROADS:	2.05 acres
SINGLE FAMILY CLUSTER LOTS:	33 LOTS
TOWNHOME UNITS:	58 LOTS
TOTAL LOTS:	91 LOTS
LARGEST SINGLE FAMILY LOT:	4,839 SF
SMALLEST SINGLE FAMILY LOT:	3,192 SF
UNIT DENSITY:	9.17 LOTS PER ACRE

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3-PARCELS E, F AND G TO BE MAINTAINED BY SILVERLAKE HOA.

0 60 120 180
SCALE: 1" = 60'

18531
1 of 2

See 28 TSS.R 1w, 58am TV 38 DR

SILVERLAKE PLAT "32"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	17.26	2021.50	0°29'21"	17.26	N89°52'34"W
C2	146.36	3765.00	2°13'38"	146.35	N89°29'14"E
C3	18.52	226.50	4°41'07"	18.52	N88°15'29"E
C4	24.79	15.00	94°41'07"	22.06	S46°44'31"E
C5	23.56	15.00	90°00'00"	21.21	N45°36'03"E
C6	23.44	100.00	13°25'39"	23.38	S07°22'41"W
C7	23.55	100.00	13°29'28"	23.49	N07°20'47"E
C8	28.47	121.50	13°25'39"	28.41	S07°22'41"W
C9	18.48	78.50	13°29'28"	18.44	N07°20'47"E
C10	18.40	78.50	13°25'39"	18.35	S07°22'41"W
C11	28.61	121.50	13°29'28"	28.54	N07°20'47"E
C12	7.96	2000.00	0°13'41"	7.96	N89°31'03"W
C13	7.88	1978.50	0°13'41"	7.88	N89°31'03"W
C14	8.05	2021.50	0°13'41"	8.05	N89°31'03"W
C15	25.31	2021.50	0°43'03"	25.31	N89°45'43"W
C16	23.54	15.00	89°55'56"	21.20	N45°37'50"E
C17	23.56	15.00	90°00'06"	21.21	S44°20'11"E
C18	22.04	15.00	84°11'34"	20.11	N42°45'39"E
C19	1.50	15.00	5°44'22"	1.50	N87°43'37"E

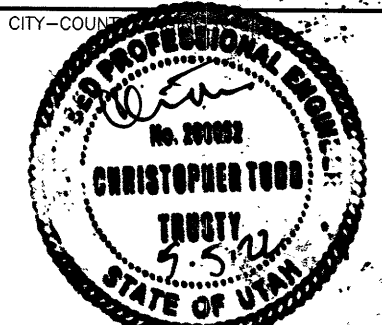
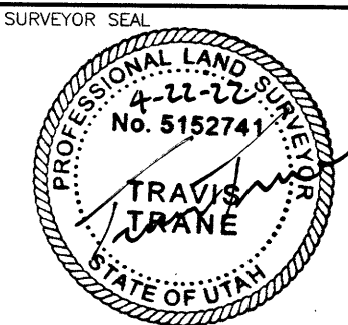
Line Table		
Line #	Length	Direction
L1	17.50	S00°39'46"W
L2	17.50	N00°36'03"E
L3	17.50	N00°36'03"E
L4	17.50	N00°39'46"E
L5	17.50	N89°20'08"W
L6	0.46	N00°36'03"E
L7	3.64	N00°36'03"E
L8	21.73	N82°11'44"E
L9	21.73	N82°11'44"E
L10	6.82	N00°36'03"E
L11	20.00	N89°20'11"W
L12	20.47	N00°39'49"E
L13	20.00	N89°20'11"W
L14	22.02	N00°39'49"E
L15	20.00	N89°20'11"W
L16	21.93	N00°39'49"E
L17	15.40	S89°23'57"E
L18	20.00	N00°36'03"E
L19	20.00	N00°36'03"E
L20	15.40	S89°23'57"E
L21	15.05	S89°24'12"E
L22	15.05	S89°24'12"E
L23	8.63	S89°24'12"E

- FOUND SECTION CORNER
- COMMON AREA
- LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
- BOUNDARY
- SECTION LINE
- ROAD CENTER LINE
- EASEMENT LINE

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH



ENT 109127:2022 Map & 18531
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Oct 12 1:07 PM FEE \$28.00 BY TP
RECORDED FOR EAGLE MOUNTAIN CITY

Christopher Todd Trust
#206052

0 40 80 120
SCALE: 1" = 40'

18531
2 of 2



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

ENGINEERING

Monday, November 18, 2024

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

SUBJECT: Juniper Springs phase 'A' plat 1 into/out of warranty Bond Release

City Recorder:

The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and releases all bonds placed by the developer and held by the city for this development.

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

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING

S89°49'10"E 2761.36' Meas. between North Quarter Corner and Reference Point.

ROCKY MOUNTAIN POWER

- 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.
- PURSUANT TO UTAH CODE ANN. 17-27-603(4)(g)(ii) 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:
 - A RECORDED EASEMENT OR RIGHT OF WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8a, DAMAGES TO UNDERGROUND UTILITY FACILITIES OR
 - ANY OTHER PROVISIONS OF LAW.

APPROVED THIS 18 DAY OF June 2019

ROCKY MOUNTAIN POWER

VICINITY MAP

N.T.S.

DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY QUESTAR CORPORATION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFORMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY QUESTAR CORPORATION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING 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 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 QUESTAR CORPORATION'S RIGHT OF WAY DEPARTMENT AT 800-366-8532.

APPROVED THIS 18 DAY OF June 2019

BY:

TITLE
DOMINION ENERGY QUESTAR CORP.

EAGLE MOUNTAIN CITY
ENTRY #7650:20H

PARCEL "A"
DEDICATED TO EAGLE
MOUNTAIN CITY
Contains 0.30 acres
13,229 sq. ft.

LAND USAGE TABLE				
TOTAL ACREAGE	TOTAL ACREAGE IN LOTS	LOT SIZE	TOTAL NUMBER OF LOTS	TOTAL DENSITY
7.85	0.89	1,080 sq. ft.	36	4.58

NOTICE TO PURCHASERS

LAND IN THIS PLAT IS WITHIN ZONES 1, 2, 3, AND 4 OF A CITY WATER SOURCE PROTECTION ZONE, AND IS THEREFORE SUBJECT TO THE STATE AND CITY APPLICABLE RULES AND REGULATIONS.

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. 1 Tariff.

6/18/19
Date

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003

HIDDEN CANYON, LLC
ENTRY #82100:2003

PREPARED BY:

Boundary Consultants
Professional Land Surveyors

1295 North 1700 West, Farr West, Utah
801-792-1569
dave@boundaryconsultants.biz

FOR:

WESTERN STATES VENTURES
2265 East Murray Holladay Road
Holladay, Utah 84117
801-268-6070

SURVEYORS CERTIFICATE

I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and that a survey of the described tract of land has been completed by me in accordance with Section 17-23-17 and that I have verified all measurements, have placed monuments as shown hereon.

NARRATIVE

See Record of Survey #S18-226, filed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land lying and situate in the East Half of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Comprising 2.08 acres, a 0.20 acre portion of that particular parcel described in that certain Warranty Deed recorded as Entry 82100 : 2008 (Parcel Serial #58:040:0434) of the Utah County Records and a 1.89 acre portion of that particular parcel described in that certain Trustee's Deed recorded as Entry 120681:2008 (Parcel Serial #58:040:0345) of said County Records. Basis of Bearing for Subject Parcel being GEODETIC NORTH as determined by GPS or S89°49'10"E 2761.36' (measured) between North Quarter Corner of said Section 30 and the North Reference Point to the Northeast Corner of Said Section, which is a "X" chiseled in the curb. Subject parcel being more particularly described as follows:

Commencing at the Utah County Surveyor's monument monumentalizing the North Quarter Corner of said Section 30, thence South 89°37'55" East 548.79 feet coincident with the calculated north line of the Northeast Quarter of said Section 30 [See Record of Survey S18-226, Utah County Surveyor's Office]; Thence South 00°19'16" East 2392.49 feet to the Southwest Corner of Hidden Canyon Phase 1 Subdivision, (Entry 33738:2005 of Utah County Records) and the TRUE POINT OF BEGINNING; Thence South 32°15'48" East 173.29 feet (South 31°56'32" East plat) coincident with the west boundary of said subdivision to the southwest corner thereof; Thence departing said west boundary South 62°02'28" West 91.72 feet; Thence South 66°46'22" West 99.01 feet; Thence South 05°28'29" West 103.35 feet to a point of curvature; Thence southerly 69.93 feet along the arc of a 284.00 foot radius curve to the left (center bears South 84°31'31" East) [chord bears South 01°34'45" East 69.75 feet] through a central angle of 14°06'28"; Thence South 81°22'01" West 64.95 feet; Thence South 86°34'55" West 130.02 feet to a point on the east boundary of Parcel Serial #58:040:0432; Thence the following three (3) courses coincident with said east boundary, 1) Northerly 150.54 feet along the arc of a 495.00 foot radius curve to the right (center bears North 84°49'34" East) [chord bears N03°31'14"E 149.96'] through a central angle of 17°23'21" to a point of tangency and a number five rebar and aluminum cap stamped "PLS 356548"; 2) North 12°12'55" East 86.37 feet to a point of curvature and a number five rebar and aluminum cap stamped "PLS 356548"; 3) Northerly 107.80 feet along the arc of a 247.00 foot radius curve to the left (center bears North 77°47'03" West) [chord bears N00°17'16"W 106.95'] through a central angle of 25°00'25" to a point on the south right of way line of Pony Express Parkway Extension (Entry 9556:2006 of said County Records) and a number five rebar and aluminum cap stamped "PLS 356548"; Thence the following two (2) courses coincident with said right of way 1) Easterly 89.93 feet along the arc of a 5103.00 foot radius curve to the left (center bears North 16°07'47" West) [chord bears N73°21'56"E 89.92'] through a central angle of 01°00'35" to a point of tangency, 2) North 72°51'38" East 176.16 feet to the point of beginning.

OWNERS DEDICATION

Known all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots, and private streets, as shown on this plat and name said tract JUNIPER SPRINGS TOWNHOMES, A PLANNED UNIT DEVELOPMENT, PLAT 1, and hereby do dedicate for perpetual use of the Public, Parcel "A" and all other parcels of land shown on this plat as intended for Public use, in witness we have hereunto set our signature.

Signed this 14 day of JUNE 2019

Juniper Springs Townhomes, LLC
By: Westates Companies, LLC, its manager
By: Stan T. Rowlen, its Manager

ENT 74036:2019 Map # 16642
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Aug 05 4:44 PM FEE 124.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF S.S.}

On the 14 day of JUNE 2019, personally appeared before me, the undersigned Notary, in and for said County of DAVIS, in said State of Utah, the signer of the above Owner's Dedication, ONE (1) in number, who duly acknowledged to me that he signed it freely and voluntarily for the purposes therein mentioned.

Notary Public
Commission Number 705080
5/1/2023
Commission Expires



ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, 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 14 day of June 2019

Approved by Mayor

Approved by City Attorney

Approved by City Engineer

Attest by City Recorder

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT

LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

			PLOT DATE
			DRAWN BY
			SHEET 1
			OF 2

DEC 30-5-19 TO-034

JUNIPER SPRINGS TOWNHOMES, PLAT 1
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY
ENTRY #7859:2011

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003

CURVE CHORD TABLE		
LINE	LENGTH	BEARING
C1	67.69'	S02°09'27"E
C2	6.06'	S04°53'47"W
C3	32.88'	S35°38'37"E
C4	6.06'	S04°55'33"W
C5	15.01'	S03°00'55"W
C6	56.66'	S03°29'22"E
C7	73.68'	S01°34'45"E

TYPICAL BUILDING:
N.T.S.

54.00'	CONTAINS	54.00'
1,080 sq. ft.		1,080 sq. ft.
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'
54.00'		54.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	67.81'	300.00'	12°57'04"
C2	6.06'	300.00'	01°09'24"
C3	35.88'	25.00'	82°14'13"
C4	6.06'	316.00'	01°50'54"
C5	15.02'	316.00'	02°43'21"
C6	56.74'	316.00'	10°17'14"
C7	73.87'	300.00'	14°06'29"

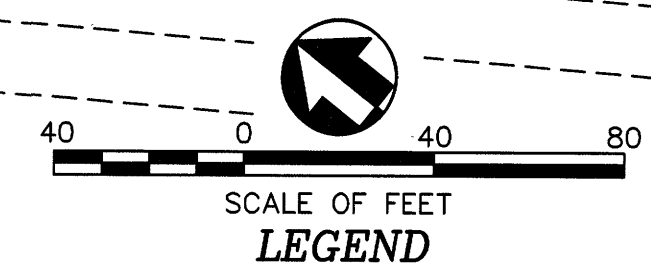
LINE TABLE		
LINE	LENGTH	BEARING
L1	13.00'	N84°31'31"W
L2	13.70'	N84°31'31"W

RADIAL LINE TABLE		
LINE	LENGTH	BEARING
R1	16.00'	N72°15'12"E
R2	28.44'	N73°48'49"E
R3	16.00'	S84°31'31"E
R4	16.00'	N84°31'31"W
R5	16.00'	S13°14'16"W
R6		S85°37'24"E
R7		S88°20'45"E
R8		S85°40'55"E
R9		N84°48'16"E
R10		N84°49'34"E

BOARD OF EDUCATION
ALPINE SCHOOL DISTRICT
ENTRY #56880:2010

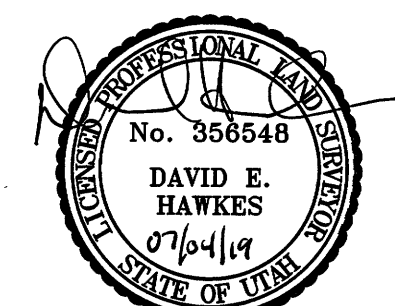
FUTURE PLATS

HIDDEN VALLEY SC, LLC
ENTRY #82100:2003



- 18 17 = SECTION CORNER & SECTION LINE
18 17 = SET 5/8" BAR & CAP LS 356548 & PROPERTY LINE
© = FOUND EVIDENCE AS NOTED
= RIGHT OF WAY CENTER LINES
= WELL PROTECTION ZONES
= ADJOINING PROPERTY LINES
= RIGHT OF WAY LINES
= 10.00' PUBLIC UTILITY EASEMENT

16642 SHEET 2 OF 2



SHEET
2
2
OF



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

ENGINEERING

Monday, November 18, 2024

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

SUBJECT: **Juniper Springs phase 'A' plat 2 into/out of warranty Bond Release**

City Recorder:

The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and releases all bonds placed by the developer and held by the city for this development.

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

Sincerely,

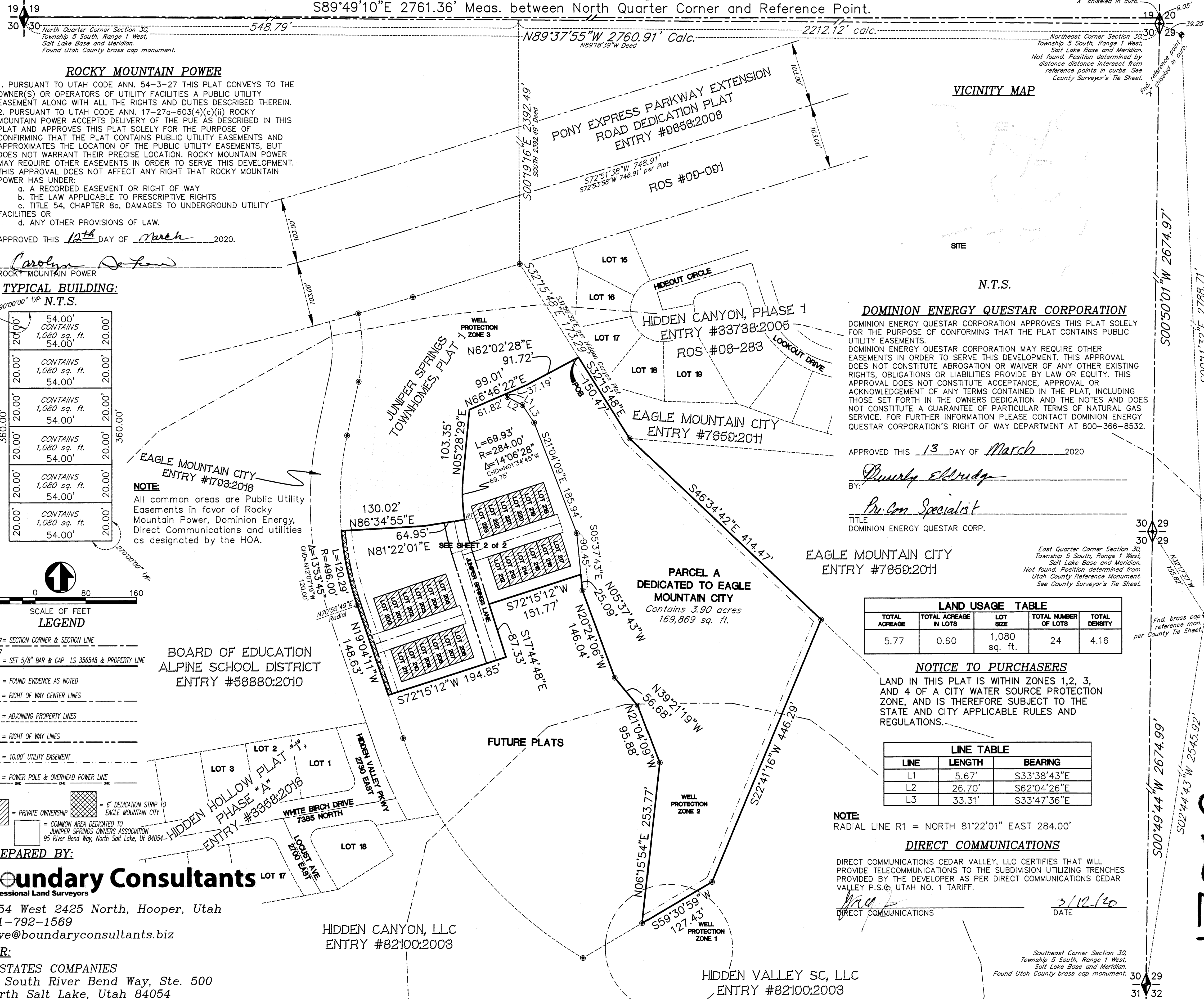
Vince Hogge, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

JUNIPER SPRINGS TOWNHOMES, PLAT 2
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING

S89°49'10"E 2761.36' Meas. between North Quarter Corner and Reference Point.



SURVEYORS CERTIFICATE

I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and that a survey of the described tract of land has been completed by me in accordance with Section 17-23-17 and that I have verified all measurements, have placed monuments as shown hereon.

NARRATIVE

See Record of Survey #S18-226, filed with the Utah County Surveyor.

BOUNDARY DESCRIPTION

A parcel of land lying and situate in the East Half of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Comprising 5.98 acres, a 0.15 acre portion of that particular parcel of land described in that certain Warranty Deed recorded as Entry 82100 : 2008 (Parcel Serial #58,040,0434) of the Utah County Records and a 5.83 acre portion of that particular parcel of land described in that certain Trustee's Deed recorded as Entry 120681 : 2008 (Parcel Serial #58,040,0345) of said County Records. Basis of Bearing for Subject Parcel being GEODETIC NORTH as determined by GPS or S89°49'10"E 2761.36' (measured) between North Quarter Corner of said Section 30 and the north Reference Point to the Northeast Corner of said Section, which is a "X" chiseled in the curb. Subject parcel being more particularly described as follows:

Commencing at the Utah County Surveyor's monument monumentalizing the North Quarter Corner of said Section 30, thence South 89°37'55" East 548.79 feet coincident with the calculated north line of the Northeast Quarter of said Section 30; Thence South 00°19'16" East 2392.49 feet to the Southwest Corner of Hidden Canyon Phase 1 Subdivision, (Entry 33738:2005 of Utah County Records); Thence South 32°15'48" East 173.29 feet coincident with said Hidden Canyon boundary to the TRUE POINT OF BEGINNING; Thence continuing South 32°15'48" East 150.47 feet (South 31°56'32" East plat) coincident with the west boundary of said subdivision to the southwest corner thereof; Thence South 46°34'42" East 414.47 feet to a number five rebar and cap stamped "PLS 356548"; Thence South 22°41'16" West 446.29 feet to a number five rebar and cap stamped "PLS 356548"; Thence South 59°30'59" West 127.43 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 06°15'54" East 253.77 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 21°04'09" West 95.88 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 39°21'19" West 56.68 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 20°24'06" West 146.04 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 05°37'43" West 25.09 feet; Thence South 72°15'12" West 151.77 feet; Thence South 17°44'48" East 87.33 feet; Thence South 72°15'12" West 194.85 feet; Thence North 19°04'11" West 148.63 feet to a point of curvature and a number five rebar and cap stamped "PLS 356548"; Thence northerly 120.29 feet along the arc of a 496.00 foot radius curve to the right (center bears North 70°55'49" East) [chord bears North 12°07'19" West 120.00 feet] through a central angle of 13°53'45" to the southwest corner of Juniper Springs Townhomes, Plat 1; Thence the following six (6) courses coincident with said Phase 1, 1) North 86°34'55" East 130.02 feet; 2) North 81°22'01" East 64.95 feet; 3) Northerly 69.93 feet along the arc of a 284.00 foot radius curve to the right (center bears North 81°22'01" East) [chord bears North 01°34'45" West 69.75 feet] through a central angle of 14°06'28" to a point of tangency; 4) North 05°28'29" East 103.35 feet; 5) North 66°46'22" East 99.01 feet; 6) North 62°02'28" East 91.72 feet to the point of beginning.

OWNERS DEDICATION

Known all men by these presents that we, the undersigned owners of the above described tract of land having caused the same to be subdivided into lots, and private streets, as shown on this plat and name said tract JUNIPER SPRINGS TOWNHOMES, PLAT 2, A PLANNED UNIT DEVELOPMENT, and hereby do dedicate for perpetual use of the Public all parcels of land shown on this plat as intended for Public use, in witness we have hereunto set our signature. Pursuant to Utah Code 17-23-17(5) The owner hereby conveys the common area interests herein to Juniper Springs Owners Association, 95 River Bend Way, North Salt Lake, UT 84054.

Signed this 9 day of March 2020. May, North Salt Lake, UT 84054

JUNIPER SPRINGS TOWNHOMES, LLC
BY: WESTATES COMPANIES, LLC - ITS MANAGER
By: STAN T. ROWLON - ITS MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

s.s.}

On the 9 day of March 2020, personally appeared before me, the undersigned Notary, in and for said County of Davis, in said State of Utah, the signer of the above Owner's Dedication, ONE (1) in number, who duly acknowledged to me that he signed it freely and voluntarily for the purposes therein mentioned.

Notary Public

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, 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 7 day of April 2020.

Approved by Mayor

Approved by City Attorney

Approved by City Engineer

Attest by City Recorder

JUNIPER SPRINGS TOWNHOMES PLAT 2
A PLANNED UNIT DEVELOPMENT
LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

PROFESSIONAL LAND SURVEYOR No. 356548 DAVID E. HAWKES 03/06/2020	CORPORATE SEAL EAGLE MOUNTAIN CITY EST. 1996	PROFESSIONAL ENGINEER No. 211052 CHRISTOPHER TODD TRUSTY 4-15-20 STATE OF UTAH	PLOT DATE
			DRAWN BY
			SHEET
			1
			OF
			2

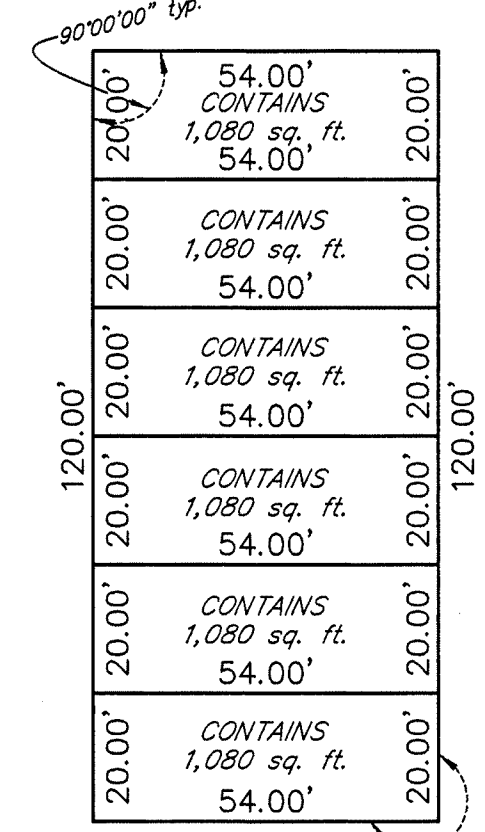
JUNIPER SPRINGS TOWNHOMES, PLAT 2
A PLANNED UNIT DEVELOPMENT
 LYING AND SITUATE IN THE EAST HALF OF SECTION 30,
 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	47.72'	300.00'	9°6'49"
C2	45.17'	284.00'	9°6'49"
C3	37.44'	284.00'	7°33'11"
C4	7.73'	284.00'	1°33'37"

CHORD TABLE		
LINE	LENGTH	BEARING
C1	47.67'	N13°11'24"W
C2	45.13'	N13°11'24"W
C3	37.41'	S12°24'35"E
C4	7.73'	S16°58'00"E

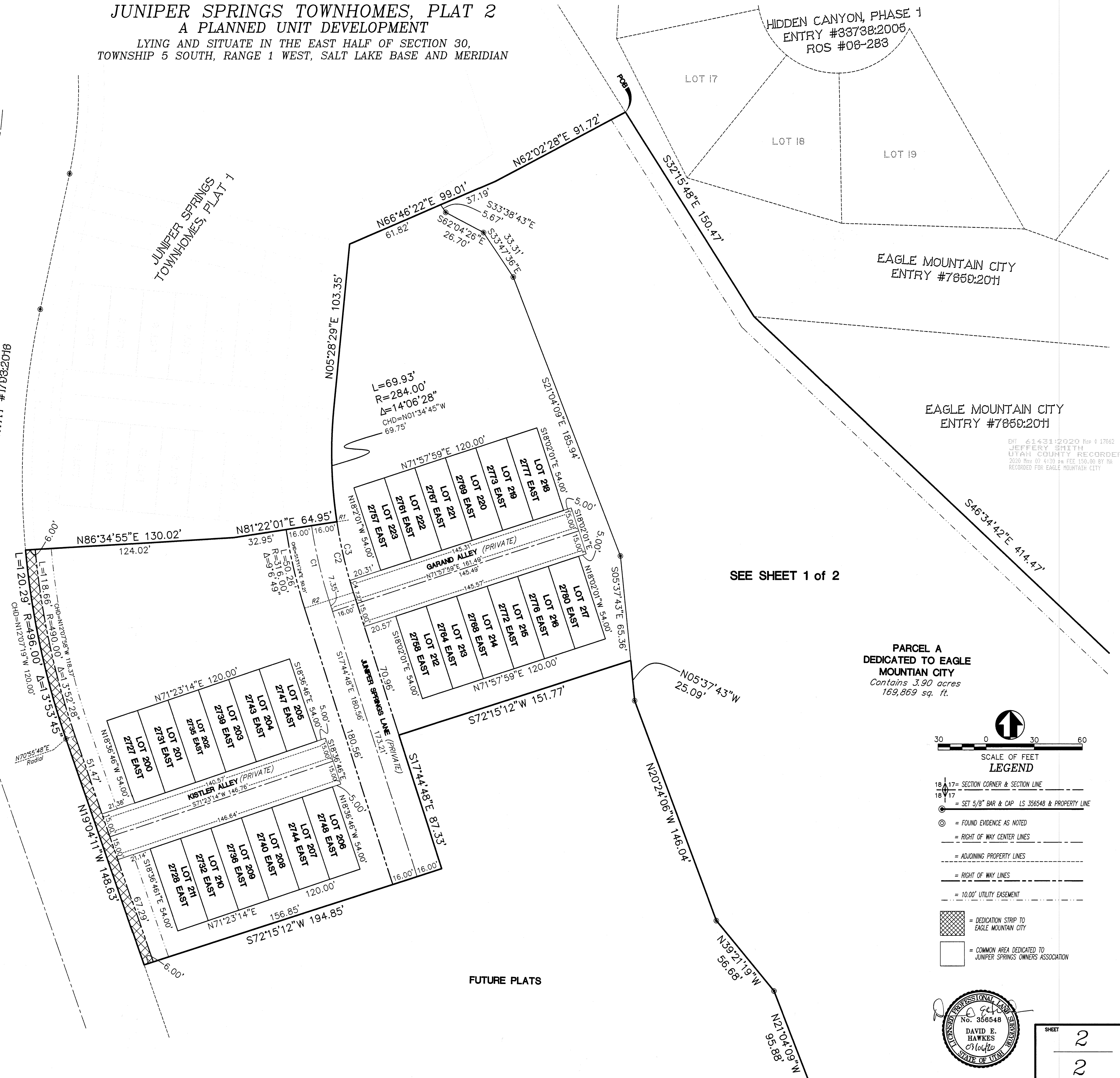
RADIAL LINE TABLE		
LINE	LENGTH	BEARING
R1	284.00'	N81°22'01"E
R2	16.00'	N72°15'12"E

TYPICAL BUILDING:
 N.T.S.



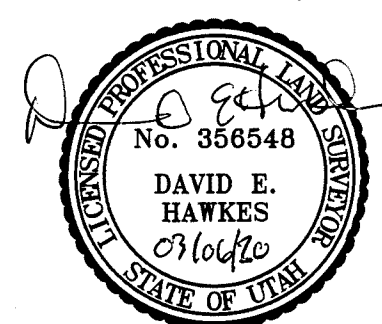
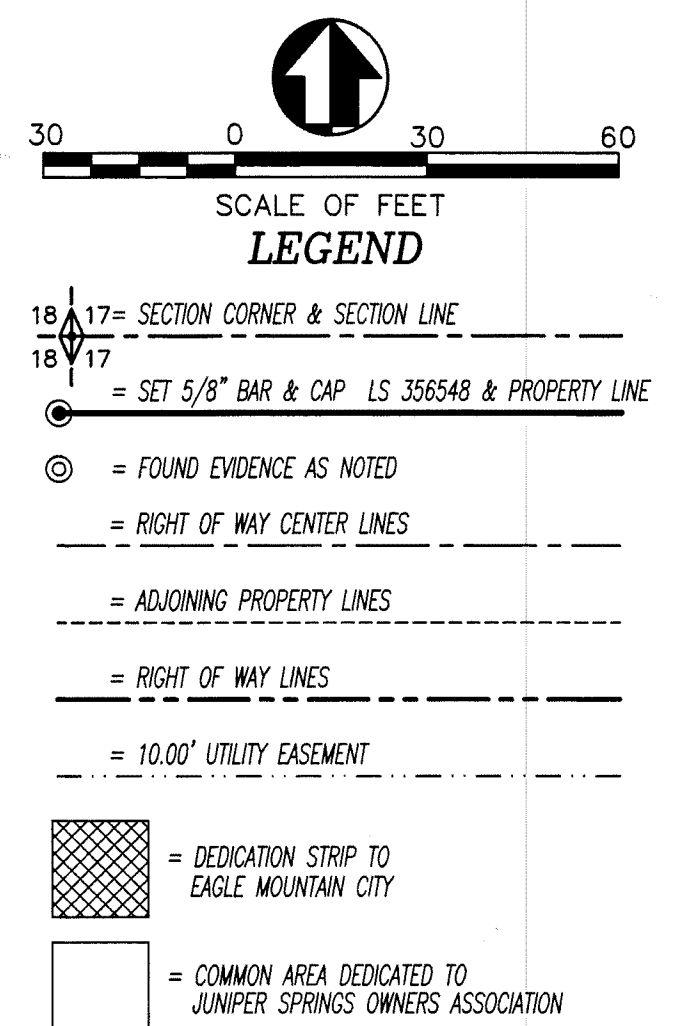
BOARD OF EDUCATION
 ALPINE SCHOOL DISTRICT
 ENTRY #56880:2010

EAGLE MOUNTAIN CITY
 ENTRY #1763:2016



SEE SHEET 1 of 2

PARCEL A
DEDICATED TO EAGLE
MOUNTAIN CITY
 Contains 3.90 acres
 169,869 sq. ft.



17062 2 of 2



EAGLE MOUNTAIN CITY COUNCIL MEETING

FEBRUARY 18, 2025, 3:30 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, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Ben Reeves, City Manager; Steve Mumford, Deputy City Manager; Fionnuala Kofoed, Assistant City Manager; Clifford Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Administrative Services; Vince Hogge, City Engineer; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resources Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Robert Hobbs, Senior Planner, Elizabeth Fewkes, Planner; Todd Black, Wildlife and Environmental Planner; Gina Olsen, City Recorder; David Salazar, Assistant City Engineer; Zac Hilton, Public Services Manager; Mack Straw, Public Utility Manager; Brad Hickman, Public Works Director; and B.J. Eccles, Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Steven Lehmitz, Planner; and Michele Graves, Library Director.

3:30 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 3:33 PM.

1. EMPLOYEE RECOGNITION

The employee recognition was presented after Item 2.A.

1.A. Marty Bahr - APWA Outstanding Public Works Inspector of the Year

[The recording of the presentation can be found online here at 00:48:40.](#)

2. DISCUSSION AND INFORMATION ITEMS

This item was discussed before Item 1.A.

2.A. DISCUSSION - Attainable Housing Partnership Opportunity

[The recording of the discussion can be found online here at 00:05:14.](#)

Planner Elizabeth Fewkes introduced the attainable housing concept, which was presented by Fieldstone Homes.

[The Fieldstone Homes presentation can be found online here at 00:10:22.](#)

Randy Smith from Fieldstone Homes proposed small developments with “The Bungalow” style home, featuring no garage, tandem parking, and a longer alleyway drive for access.

2.B. DISCUSSION - Utah Valley HOME Consortium

This item was discussed after Item 2.C.

[The recording of the discussion can be found online here at 02:09:30.](#)

John Magness, Management and Policy Analyst/Legislative Affairs presented the item.

Now that Eagle Mountain City qualifies for Community Development Block Grants (CDBG), the City is eligible to participate in the United States Department of Housing and Urban Development's (HUD) HOME Program beginning in 2026.

The HOME program provides grants to help with down payment assistance for low to moderate-income housing not to exceed 80% of area median income levels. The program is through HUD and monies are allocated every year by Congress. Jurisdictions that participate are awarded grants based on 10 criteria that are weighted. These are:

1. Income limits based on 80% AMI,
2. Liquid asset limits (not to exceed \$15,000),
3. Cap on the value of the residence (currently \$551,000),
4. Minimum credit score (650),
5. Type of residence,
6. First-time homeowner (per HUD definition),
7. Limits on debt ratios (43% to 45% based on credit score),
8. Limits on the mortgage to income ratio (33% to 35% based on credit score),
9. Pre-home ownership counseling class, and
10. A minimum of \$1,000 as a down payment.

The HOME Program offers qualified buyers a 0% interest loan for down payment and closing costs. The loan amount is 5% or 3.5% based on loan type (Conventional or FHA), plus closing costs, for a maximum amount of \$40,000. The loan becomes due when the home is either sold or the applicant moves their primary residence to another address.

The HOME program described above would not require any financial contributions from Eagle Mountain.

2.C. DISCUSSION/CONCEPT PLAN - Future Land Use Map (FLUM)

This item was discussed before Item 2.B.

[The recording of the discussion can be found online here at 00:52:28.](#)

Erika Chmielewski with GSBS held an interactive discussion with the Council regarding potential land use designations for the Future Land Use Map (FLUM) update.

- 2.D. COUNCIL TRAINING - Open & Public Meetings Act (OPMA) and Municipal Officers' and Employees Ethics Act

This item was continued to the March 4, 2025 City Council meeting.

3. AGENDA REVIEW

[The recording of the discussion can be found online here at 02:20:11.](#)

- 12.A. Firefly 4MG Tank Change Order #2

- 14.C. RESOLUTION - A Resolution Consenting to the Annexation of 178 Acres of Land into the Pole Canyon Basic Local District

[The recording of the discussion can be found online here at 02:22:35.](#)

Councilmembers Gray and Wright noted conflicts of interest with Items 12.A. and 14.C. Both Councilmembers stated they would recuse themselves from the meeting during the discussion.

- 15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Granting an Electric Utility Franchise and General Utility Easement to Rocky Mountain Power

[The recording of the discussion can be found online here at 02:25:27.](#)

City Attorney Marcus Draper answered questions from Councilmembers Burnham and Wright regarding the extended term of the Franchise Agreement/Easement, and the provision allowing Rocky Mountain Power to cut down trees.

4. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Wood 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 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 02:29:18.](#)

The meeting was adjourned at 5:59 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

5. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:22 PM.

6. PLEDGE OF ALLEGIANCE

Director of Legislative Affairs Cliff Strachan led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

8. RECOGNITION

[The recording of the discussion can be found online here at 02:35:00.](#)

8.A. Brady Thompson - Recognition of Student Patriotism Project

9. PUBLIC COMMENTS

[The recording of the public comments can be found online here at 02:39:50.](#)

Mayor Westmoreland opened the public comment period at 7:29 PM.

The following individuals spoke during the public comment period: Travis Hutchings.

Mayor Westmoreland closed the public comment period at 7:33 PM.

10. CITY COUNCIL/MAYOR ITEMS

[The recording of the Mayor and Councilmember comments can be found online here at 02:44:25.](#)

The Mayor and Councilmembers offered comments to the public.

11. APPOINTMENTS

11.A. Library Advisory Board

1. Emily Buss - Three-year Term through 2027

MOTION: *Councilmember Burnham moved to appoint Emily Buss to the Library Advisory Board, completing a three-year term through December 2027. 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.

City Recorder Gina Olsen administered the oath of office to Emily Buss.

[The recording of the motion and Oath of Office can be found online here at 02:53:00.](#)

CONSENT AGENDA

12. CHANGE ORDERS

- 12.A. Firefly 4MG Tank Change Order #2

13. MINUTES

- 13.A. January 7, 2025 Minutes - Regular City Council Meeting
- 13.B. January 21, 2025 Minutes - Regular City Council Meeting
- 13.C. January 30, 2025 Minutes - City Council Lehi Power Plant Tour
- 13.D. February 11, 2025 Minutes - City Council Budget Work Session

14. RESOLUTIONS

- 14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Z D Cattle Company, Inc. for Goat Grazing Services in Open Space Areas for Vegetation Management
- 14.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Katherine Smith for Right-of-Way Acquisition for Old Airport Road and Harmony Way, a Water Booster Station, Utility Easement, and an Option for a Future 10-Acre City Facilities Site
- 14.C. RESOLUTION - A Resolution Consenting to the Annexation of 178 Acres of Land into the Pole Canyon Basic Local District

14. ORDINANCES

- 15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Granting an Electric Utility Franchise and General Utility Easement to Rocky Mountain Power

MOTION: *Councilmember Wright moved to approve the Consent Agenda, moving items 13.A. January 7, 2025 Minutes, and 13.B. January 21, 2025 Minutes to a future Council meeting agenda, and moving 12.A. Firefly 4MG Tank Change Order #2, and 14.C. A Resolution Consenting to the Annexation of 178 Acres of Land into the Pole Canyon Basic Local District to the Scheduled Items for further discussion. 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 02:56:52.](#)

SCHEDULED ITEMS

DECLARATION OF CONFLICTS OF INTEREST

[The recording of the declarations can be found online here at 02:57:42.](#)

Councilmembers Gray and Wright noted conflicts of interest with Items 12.A. and 14.C. Both Councilmembers recused themselves from the meeting during the discussion.

Councilmembers Gray and Wright left the meeting at 7:45 PM.

12. CHANGE ORDERS

12.A. Firefly 4MG Tank Change Order #2

[The recording of the discussion can be found online here at 02:58:51.](#)

During excavation for the Firefly 4MG Tank, the Contractor excavated to the designed foundation depth. The Geotechnical Engineer was on site to review the subsurface materials, and it was found that approximately 1/4 of the front portion of the tank was still on native soil and not bedrock. After direction from the Geotechnical Engineer, the contractor provided test pits. It was then determined and directed by the Geotechnical Engineer that the non-bedrock material would need to be removed and replaced. Additional costs were incurred for further blasting & over-excavation of the front portion of the tank. Backup documentation includes an email justification from Tavis Timothy at Jackson Engineering where he states this item was approved by the previous City Engineer in July of 2024.

The change order is in the amount of \$189,985.67

City Engineer Vince Hogge answered questions from Councilmember Wood

MOTION: *Councilmember Wood moved to approve Change Order #2 for the Firefly 4MG Tank in the amount of \$189,985.67. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote of 3:0

[The recording of the motion can be found online here at 03:04:08.](#)

14. RESOLUTIONS

14.C. RESOLUTION - A Resolution Consenting to the Annexation of 178 Acres of Land into the Pole Canyon Basic Local District

[The recording of the discussion can be found online here at 03:04:30.](#)

Oquirrh Wood Ranch (OWR) is seeking to annex 178 acres into the Pole Canyon Basic Local District (PCBLD) to facilitate the sale of the 178 acres to a prospective buyer. OWR petitioned to have the land annexed into the PCBLD at the request of its buyer. The PCBLD adopted a resolution certifying the petition on February 11, 2025. Pursuant to State statute, the PCBLD must offer the City the opportunity to provide the governmental services the City desires to provide.

Adopting the resolution will facilitate the sale of the property and allow PCBLD to provide better parks, trails, and recreation services to the residents of Firefly.

City Attorney Marcus Draper answered questions from the City Council.

MOTION: *Councilmember Burnham moved to adopt a Resolution Consenting to the Annexation of 178 Acres of Land into the Pole Canyon Basic Local District. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote of 3:0.

[The recording of the motion can be found online here at 03:07:16.](#)

Councilmembers Gray and Wright returned to the meeting at 7:56 PM.

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City

[The recording of the discussion can be found online here at 03:08:20.](#)

In Late 2024, the Utah Inland Port Authority (UIPA) provided a presentation to the City Council about the UIPA and its possible use cases for the City. Since that time, Fairfield and Cedar Fort have completed resolutions supporting the creation of an inland port area and staff has engaged with UIPA staff on multiple occasions to explore the opportunities and/or challenges that could come from an inland port authority area. Staff has found that a relationship with the UIPA and establishing inland port authority areas would be very positive for the community with little to no risk.

This resolution does not create an inland port authority area. The resolution allows the UIPA to begin a deeper analysis and coordinate with staff and elected officials on the areas to be included in 1 or more inland port areas and establish the goals, guardrails, and so forth of these areas. Furthermore, it allows

for Eagle Mountain to participate with Fairfield and Cedar Fort in a larger inland port area "umbrella" should there be advantages in cooperating on projects and so forth.

There is no fiscal impact by approving this resolution. Should an Inland Port Authority Area be created following the analysis that would be initiated by this resolution, fiscal impacts to the City would be entirely voluntary and dependent upon the City's desired use of the Port Authority area(s)

Scott Wolford, Vice President/Project Area Development; Jenna Draper, Associate Vice President/Regional Vice President; and Lynne Mayer, Associate Vice President/Statewide Project Development from the Utah Inland Port Authority (UIPA) were present to discuss the purpose and benefits of establishing an Inland Port Authority, including bringing jobs to a community or generating property tax revenue. Mr. Wolford cited an example used by Spanish Fork City.

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City. 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 04:10:57.](#)

The Council requested the UIPA come back with more information.

17. ORDINANCES/PUBLIC HEARINGS

- 17.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Meadow Ranch Plat 4, Lot 433.

[The recording of the discussion can be found online here at 04:12:59.](#)

Senior Planner, Robert Hobb presented the item. City staff is proposed rezone of 4.072 acres of real property (Parcel ID: 46:536:0433) located at 9720 N. Shiloh Way in Eagle Mountain City, from "Parks and Open Space" to "RD1" is to facilitate the subdivision of the property into three (3) residential building lots, each 1.2+ acres in size; known as Meadow Ranch Plat 9; for, and in behalf of, Eagle Mountain City.

The City plans to subdivide Meadow Ranch Plat 4, Lot 433, a vacant property it owns, into three building lots, collectively known as Meadow Ranch Plat 9. A rezone is required to allow the subdivision.

Originally envisioned as park space, Lot 433 remains undeveloped.

During their January 28, 2025 public hearing, the Planning Commission voted to recommend denial of the rezone request. As a result, they also tabled the associated preliminary plat approval request. The Commission's main concern was whether the property should be used for home lots or retained as a park, as suggested in the existing plat.

Mayor Westmoreland opened the public hearing at 9:08 PM.

The following individuals spoke during the hearing: Sean Slobodan, Brad Burton, Erin Hart, Mike Fallentine, and Bettina Cameron on behalf of Eagle Mountain Nature and Wildlife Alliance excluding Dana Smith.

Mayor Westmoreland closed the public hearing at 9:22 PM.

[The recording of the public hearing comments can be found online here at 04:19:48.](#)

[The recording of the City Council discussion can be found online here at 04:33:30.](#)

MOTION: *Councilmember Burnham moved to adopt an Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Meadow Ranch Plat 4, Lot 433. 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 04:49:01.](#)

- 17.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Amended Plat for Saddle Junction Plat 1 (Allgood Plat Amendment)

[The recording of the discussion can be found online here at 04:50:38.](#)

Planner Steven Lehmitz presented the item. This is a proposed Plat Amendment for Saddle Junction, Plat 1, (The Allgood Plat Amendment) located at the southwest corner of the SR-73 and Ranches Pkwy intersection. (Parcel ID: 66:403:0103).

The applicant submitted the proposed amendment to subdivide new lots for the upcoming Granite Credit Union and other future businesses. However, the lot with the Tagg n' Go had been subdivided through the County rather than properly platted through the City. According to City records, the Tagg n' Go property was still considered part of the original plat -- therefore it is included in the proposed amendment to clean up the land division issue. Also, as requested by the City Recorder's Office, additional lots south of the plat are included in the amendment to facilitate the creation of right-of-way dedications in favor of the City. The applicant has made corrections and additions to the proposed plat in accordance with City requested revisions.

The Planning Commission forwarded a positive recommendation to the City Council of the Allgood Plat Amendment.

[The recording of the Council discussion can be found online here at 04:53:10.](#)

Mayor Westmoreland opened the public hearing at 9:42 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Amended Plat for Saddle Junction Plat 1 (Allgood Plat Amendment). 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 04:54:53.](#)

17.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza.

[The recording of the discussion can be found online here at 04:55:14.](#)

Planner, Steven Lehmitz presented the item. The proposed Master Development Plan for the Spring Run Plaza project is located at the northeast corner of SR-73 and Spring Run Parkway (Parcel ID: 58:033:0628).

The applicants for Spring Run Plaza are proposing a Master Development Plan for a 27.35-acre parcel located on the northeast corner of Spring Run Parkway and SR-73. The first phase of the project (7.59 acres) would be rezoned to Commercial Community and likely subdivided into seven lots. The current proposal would leave the zoning as Commercial on the rest of the parcel with the understanding that when it is ready for development, this MDP and the associated MDA would be amended.

The owner/applicant Steven Allred and representative from AWA Engineering Daniel Goodwin answered questions and provided information to the Council.

[The recording of the applicant interaction with the Council can be found online here at 04:58:11.](#)

Mayor Westmoreland opened the public hearing at 10:16 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to TABLE the Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza. 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 05:28:30.](#)

MOTION TO SET END TIME TO THE MEETING

MOTION: *Councilmember Wood set an end time of 11:00 PM for the meeting. 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 05:32:23.](#)

- 17.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.60.120 General Fencing and Screening Provisions.

[The recording of the discussion can be found online here at 05:33:23.](#)

Senior Planner Robert Hobbs was present for the item. This proposal will enact an ordinance amending Title 17, Chapter 60 Section 120.C.1.c by clarifying when barbed wire, electrified wire, full wire, or chain link fencing is allowed; to Section 120.D to allow for City installed fencing along certain sensitive lands, to Section 120. H.4 to specify that full electric fences may be used to secure power plants; and, adding a new section R regarding temporary fencing.

Mayor Westmoreland opened the public hearing at 10:23 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.60.120 General Fencing and Screening Provisions as presented. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a majority vote of 4:1.

[The recording of the motion can be found online here at 05:41:13.](#)

- 17.E. ORDINANCE/PUBLIC HEARING - An Ordinance Partially Suspending the Collection of the Transportation Impact Fee for Nonresidential Developments.

[The recording of the discussion can be found online here at 05:42:17.](#)

Economic Developer Evan Berrett presented the item. Last summer, the Transportation Impact Fee was updated following a study performed by LRB. The outcome was a significant increase in the

Transportation Impact Fee that is now being felt by businesses attempting to locate stores in Eagle Mountain. The increase was so high that businesses are now rescinding plans to locate in the City. Staff has proposed a partial suspension of the Transportation Impact Fee, towards commercial development only, which would put the City more in line with other cities, until such time that a new analysis can be completed, which would ideally return a more reasonable fee structure.

Mayor Westmoreland opened the public hearing at 10:39 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to adopt an Ordinance Partially Suspending the Collection of the Transportation Impact Fee for Nonresidential Developments with the changes of removing the restaurant exception from all building sizes. 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 05:50:42.](#)

17.F. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Fifth Amendment to the 2024-2025 Fiscal Year Annual Budget.

This item was discussed after Item 18.A.

[The recording of the discussion can be found online here at 05:52:45.](#)

Director of Administrative Services Kimberly Ruesch presented the item. State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the fifth amendment to the 2024-2025 Fiscal Year Annual Budget.

Mayor Westmoreland opened the public hearing at 10:41 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham Ordinance of Eagle Mountain City, Utah, Approving the Fifth Amendment to the 2024-2025 Fiscal Year Annual Budget as presented. 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 06:02:12.](#)

18. RESOLUTIONS/PUBLIC HEARINGS

- 18.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Adopting an Amended Water Conservation and Management Plan for Eagle Mountain City.

This item was discussed before Item 17.F.

[The recording of the discussion can be found online here at 05:51:24.](#)

Finance/Management Analyst Terrence Dela Peña presented the item. The Utah Water Conservation Act of 1998 requires municipalities that operate water systems to establish and update a water conservation plan every five years. The City Council adopted this plan last December 3, 2024. However, Jones and De Mille Engineering notified staff that when responding to a question from another staff, they identified some errors in the water source data, which is corrected in this revised Water Conservation Plan. There were no other major or significant changes except for the corrected water source data.

Mayor Westmoreland opened the public hearing at 10:40 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Eagle Mountain City, Utah, Adopting an Amended Water Conservation and Management Plan for Eagle Mountain City. 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 05:52:20.](#)

19. LEGISLATIVE ITEMS

[The recording of the discussion can be found online here at 06:03:12.](#)

Director of Legislative Affairs Clifford Strachan presented information about the current Legislative Session.

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

21. COMMUNICATION ITEMS

- 20.A. Upcoming Agenda Items

22. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn the meeting at 8:40 PM. 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 06:13:16.](#)

The meeting was adjourned at 11:02 PM.

Approved by the City Council on March 4, 2025.

Gina Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Agreement with The Retail Coach, LLC for Professional Services
ITEM TYPE:	Agreement
FISCAL IMPACT:	\$6,000
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution approving the Second Amendment (contract extension) with The Retail Coach, LLC for Professional Services.

BACKGROUND:

Eagle Mountain City has contracted with The Retail Coach for the past two years which has benefited the City in engaging with numerous retailers for the purpose of recruitment into the City. The contract has typically ended in January which is not ideal. This amendment extends the contract until just before the new fiscal year and through this year's ICSC (International Council of Shopping Centers) conference in May.

At the start of the new fiscal year, the Staff and the City Council can evaluate whether The Retail Coach relationship should continue. If so, the contract can then run on the Fiscal Year calendar.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Agreement - 2nd Amendment

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
THE SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT
WITH THE RETAIL COACH, LLC**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an amendment to the professional services agreement with The Retail Coach, LLC for the purposes of extending the contract an additional 6 months, 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 second amendment to the professional services agreement with The Retail Coach, 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 4th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 4th day of March, 2025.

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

Gina L. Olsen, CMC
City Recorder

Exhibit A

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this _____ day of _____, 2025, ("Effective Date"), by and between Eagle Mountain City (the "City"), and The Retail Coach, LLC, a limited liability company with a principal place of business at 86 Clark Boulevard, Tupelo, MS 38804 ("Consultant") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement for Professional Services, dated January 4, 2023 ("Agreement"); and

WHEREAS, Parties desire to extend the term of the First Amendment and enter into this Second Amendment.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The term of the Agreement is extended one year to July 1, 2025. The City shall pay Consultant an amount not to exceed Six Thousand Dollars and No Cents (\$6,000.00) for the extended term.
2. All other terms and obligations of the Agreement, not modified by this Second Amendment, shall remain in full force and effect.

[Remainder of page left intentionally blank – Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first set forth above.

Eagle Mountain City

By: _____

The Retail Coach, LLC.

By: _____



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Contract Renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services.
ITEM TYPE:	Agreement
FISCAL IMPACT:	
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Contract Renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services.

BACKGROUND:

The agreement for Farmers Market management services is currently expired. This renewal would authorize Eagle Mountain Farmers Market, LLC, managed by Jen Corrington, to continue operating a farmers market between June and October at Cory B. Wride Memorial Park.

The renewal includes some modifications from the past agreement to clarify some confusion about marketing and signage, the use of City resources, and so forth. It also affords some flexibility in dates, weather permitting, and extends the agreement to a three-year term.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
A CONTRACT RENEWAL WITH EAGLE MOUNTAIN FARMERS MARKET, LLC FOR
FARMERS MARKET MANAGEMENT SERVICES**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a contract renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services, 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 contract renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services 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 4th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 4th day of March, 2025.

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

Gina L. Olsen, CMC
City Recorder

Exhibit A

FARMERS MARKET MANAGEMENT AGREEMENT

This Agreement for Farmers Market Management (this "Agreement") is entered into as of the date first executed below between **Eagle Mountain Farmers Market, LLC, a Utah limited liability company**, with its principal place of business located at 8042 N. Cedar Dr., Eagle Mountain, UT 84005 ("**Independent Contractor**") and **EAGLE MOUNTAIN CITY**, a Utah municipal corporation with its principal place of business located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005 ("**City**"). City and Independent Contractor may be individually referred to herein as a "Party" or collectively as the "Parties."

RECITALS

This Agreement is entered by the Parties with respect to the following facts:

1. The City is desirous to have a farmers market as defined in Utah Code Section 4-5-102 within Eagle Mountain to promote the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of the inhabitants of the City.
2. In March 2022, City noticed a Request for Proposals to Provide Farmers Market Management (the "**RFP**") to manage and operate a farmers market at Cory Wride Memorial Park.
3. On or about March 9, 2022, Independent Contractor provided a response to the RFP (the "**Response**"). The City subsequently awarded the bid to Independent Contractor.
4. The Parties desire to enter into this Agreement to define the terms and conditions of Independent Contractor operating the Farmers Market.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Operation of Market.** Independent Contractor agrees to manage and operate a farmers market (the "**Market**") in Cory Wride Memorial Park (the "**Park**") each Saturday (except as altered below) from 9:00 a.m. to 1:00 p.m. beginning in June Saturday after Pony Express Days and continuing through either last Saturday in September or second Saturday in October (the "Services"). The City shall designate an area in the Park that is suitable for the Market and shall provide the use of the Park (including the parking lot, restrooms, and facilities) to Independent Contractor free of charge. If the City has other events at the Park that conflict with the Market, City shall attempt to provide, but is not required to provide, an alternative location at the Park, or

at another location close to the Park, for the Market. City shall notify Independent Contractor as soon as possible if Independent Contractor is required to move the location of the Market.

2. **Vendors.** Independent Contractor shall be responsible to organize all vendors for the Market. Independent Contractor shall be entitled to retain all the fees from vendors for Independent Contractor's services. Independent Contractor shall be entitled to charge vendors a one-time application fee, but Independent Contractor shall not change vendors booth fees without the written consent of the Economic Development Director of Eagle Mountain City. Independent Contractor shall provide, or require vendors to provide, garbage service and electricity sufficient for each vendor. Independent Contractor shall be responsible to assure that vendors comply with all other conditions as detailed in the Response, including, but not limited to, assuring that vendors comply with all Utah County Health Department and Utah State Department of Agriculture regulations.

3. **Marketing.** Independent Contractor shall be responsible for all advertising and marketing of the Market. Independent Contractor agrees that City may, in City's sole discretion, assist Independent Contractor in marketing the Market, and Independent Contractor hereby grants to City an irrevocable license to utilize any and all marketing material of Independent Contractor related to the Market. The Independent Contractor shall be exempt from the temporary sign application requirements of EMCC 17.80 through designation of the Market as a Community Event per 17.80.120(k) of the EMCC. The Independent Contractor shall limit advertising signage to no more than six signs to be located on City property within the bounds of EMCC 17.80.90(e). Locations must be approved by the Economic Development Director or designee.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all rules, regulations, and laws and applicable standards of performance, including, but not limited to, the status verification system requirements for contractors set forth in Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.

5. **Denial of Vendors.** The City reserves the right to deny an application and/or require a refund of a booth fee if the business's products or services are deemed by the City to not be appropriate for a family-friendly event. Vendors are not permitted to sell the following: weapons or ammunition, drugs or drug paraphernalia, alcohol, tobacco products, items depicting nudity or sexually explicit acts, adult products, items that include profanity, fireworks, or animals.

6. **Equipment and Facilities.** For purposes of performing the Services, Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services. The Independent Contractor may request access to electricity from on-premises facilities for non-vendor needs. The City shall make available to the Independent Contractor replacement garbage bags to be used in the event park waste receptacles become full. Sandbags, to be used as temporary weights for tents, can also

be requested by the Independent Contractor, not to exceed twelve (12) per year. Independent Contractor shall not charge fees to vendors for use of electricity, garbage bags, or sandbags.

7. **Alcohol and Drug-free Workplace.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

8. **Disclosure of Records.** Independent Contractor agrees that at the request of City, Independent Contractor shall provide to City all financial records of Independent Contractor related to the Market.

9. **Public Information.** Independent Contractor understands and agrees that this Agreement and related documents, will be public records as provided in Utah Code Ann. § 63G-2-103.

10. **Indemnity.** Independent Contractor shall defend, indemnify, save, and hold harmless City, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Independent Contractor providing the Services.

11. **Liability.** Independent Contractor shall, throughout the term hereof, at its own cost and expense, procure and maintain in full force and effect comprehensive public liability and property damage insurance insuring Independent Contractor, City, and their respective directors, officers, agents and employees against loss, damage or liability for personal injury, death or damage to property resulting from any cause whatsoever, including without limitation the acts and/or omissions of the insured parties incident to the use of or resulting from an occurrence on or about Cory Wride Memorial Park and grounds with minimum limits of liability of \$1,000,000 for personal injury to or death of one person, and \$2,000,000 for personal injury or death of two or more persons in each occurrence or event, and in a minimum amount of \$1,000,000 for damage to property resulting from each occurrence or event.

12. **Term.** This Agreement shall be effective as of the date hereof and shall terminate on **October 31, 2028**; provided, however, upon the written consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one-year (1-year) terms. However, City may terminate this Agreement upon thirty (30) days written notice if, in the sole opinion of the City the consideration provided by the Parties is not of equal value.

13. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.

14. **Employment Status.**

a. **Official Status.** Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Independent Contractor and shall be considered to be independent contractors.

b. **Salary and Wages.** City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Independent Contractor. All personnel providing Services shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

15. **No Third-Party Beneficiaries.** This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries.

16. **Governmental Immunity.** The City is a governmental entity under the “Utah Governmental Immunity Act” (*Utah Code Ann. § 63G-7-101, et seq.*) (the “**Immunity Act**”). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. **Termination.** In addition to the provisions in Section 13, City may terminate this Agreement if City, in City's sole discretion, determines that Independent Contractor has materially breached any provision of the Agreement, and Independent Contractor fails to cure such breach within seven (7) days written notice to Independent Contractor of such breach.

18. **No Waiver.** 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.

19. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Fourth Judicial District Court in and for Utah County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Independent Contractor shall continue to perform the Services during any such

litigation and City shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

20. **Remedies.** Independent Contractor acknowledges and agrees that the Independent Contractor's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO INDEPENDENT CONTRACTOR, THEIR 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.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

23. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement (including the RFP and Response) are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

24. **Conflicts of Interest.** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

25. **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.

26. **Construction of Agreement.** This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter.

27. **Entire Agreement.** 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.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this ____ day of _____, 2025.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Gina Olsen, City Recorder

Marcus Draper, City Attorney
Approved as to form

EAGLE MOUNTAIN FARMERS MARKET, LLC

Jennifer Corrington, Manager

STATE OF UTAH)
 :ss

COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me JENNIFER CORRINGTON duly sworn, did say that she is the Manager of **EAGLE MOUNTAIN FARMERS MARKET, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE DOWNTOWN MASTER PLAN

PREAMBLE

WHEREAS, the Eagle Mountain City Council recognizes the importance of strategic planning and sustainable development in shaping a vibrant and functional downtown area;

WHEREAS, the Downtown Master Plan has been developed to establish a comprehensive vision that guides future growth, economic development, infrastructure improvements, and public spaces within the downtown district;

WHEREAS, the Downtown Master Plan includes a civic campus with City Hall, designed to serve as a central hub for municipal services, public gatherings, and community engagement;

WHEREAS, adopting the Downtown Master Plan will serve as a policy framework for land use decisions, transportation planning, and investment priorities that support a thriving and sustainable downtown;

WHEREAS, the City Council finds that the adoption of this plan aligns with long-term economic development goals, enhances public amenities, and promotes a cohesive and walkable downtown environment, fostering connectivity between civic, commercial, and recreational spaces

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

1. The Downtown Master Plan is hereby adopted, as set forth specifically in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 4th day of March, 2025.

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

Gina L. Olsen, CMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City
ITEM TYPE:	Resolution
FISCAL IMPACT:	There is no fiscal impact by approving this resolution. Should an Inland Port Authority Area be created following the analysis that would be initiated by this resolution, fiscal impacts to the City would be entirely voluntary and dependent upon the City's desired use of the Port Authority area(s)
APPLICANT:	

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City.

BACKGROUND:

The resolution text used at the February 18th meeting was borrowed from another community, and staff felt confident that it was adequate for what was required to initiate the creation of a project area plan and budget with the Utah Inland Port Authority (UIPA). However, following the meeting, UIPA staff informed Eagle Mountain that the language was in need of some adjustments to proceed. This resolution amends the text from inviting consideration toward creation of a project area to inviting the UIPA to create the project area.

ITEMS FOR CONSIDERATION:

- This resolution does not change the process, and should the project area plan and budget development process show undesirable outcomes, the City may terminate the process.
- Staff have not yet begun any work with the UIPA.
- Creation of a Project Area does not commit the City to anything. We can ultimately choose not to use the project area if so desired, or use it on a case-by-case basis.
- During the Project Area Plan & Budget development process, City and UIPA Staff will prepare specific examples of how the port areas will be used and what advantages we gain from partnering with the UIPA.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. Resolution

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, SUPPORTING THE CREATION OF A UTAH INLAND PORT AUTHORITY PROJECT AREA IN EAGLE MOUNTAIN CITY

PREAMBLE

WHEREAS, Eagle Mountain City (the “City”) is a political subdivision of the State of Utah, and the Council of Eagle Mountain City (the “Council”) is a public entity with authority to make resolutions with respect to the City; and

WHEREAS, The City desires the Utah Inland Port Authority (the “Port Authority”) Board to create a Project Area (“Project Area”) to help fund the development of a Project Area in our City; and

WHEREAS, a Project Area fits the City’s economic development vision by encouraging the retention and expansion of existing companies and the recruitment of new companies to create employment opportunities for our residents. This project will bring new primary employment opportunities to the City and it will provide enhanced logistics to local and regional companies. Additionally, this project fits the City’s general plan and the zoning for this area; and

WHEREAS, the general public will benefit from the creation of the Project Area through the creation of new primary employment opportunities; through expanded logistics service opportunities; through improved movement of materials in and out of Utah; and by maximizing our transportation resources regionally.

NOW THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. That the Council hereby consents to include one or more sites in a proposed Utah Inland Port Authority Project Area; and
2. Invites the Port Authority to create a project area in Eagle Mountain City and designate and approve a site or sites within this newly formed project area to aid in its development, all in accordance with Utah Code Annotated § 11-58-501 et. Seq.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 4th day of March, 2025.

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

Gina L. Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Enyo Energy

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	Apx 402 acres

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement

BACKGROUND:

Enyo Energy is an independent power company that specializes in developing utility-scale energy projects in the Intermountain West. It is looking to develop a power project in Eagle Mountain City and partner with local data centers and Rocky Mountain Power. Enyo is looking to construct Battery Energy Storage Systems, solar power, and potentially a natural gas power plant in Eagle Mountain City. This development agreement would govern Enyo's project. Parcel Nos. are 59:068:0005, 59:068:0002, 59:068:0004, 59:084:0010, 59:084:0009, 59:084:0007.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended City Council approval with a 3:2 vote.

ATTACHMENTS:

1. Ordinance
2. Development Agreement

ORDINANCE NO. O- -2025

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE ENYO DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Enyo Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Enyo Development Agreement, as set forth in Exhibit A.

2. The Enyo Development Agreement, is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 4th day of March, 2025.

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

Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “City”) and _____, LLC a _____ limited liability company (together with its affiliates and their respective successors and assigns, the “Company”). The City and Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. Company owns, or holds leasehold or easement rights in and to, certain real property consisting of approximately ____ acres of undeveloped land located in Eagle Mountain City, Utah County, State of Utah, as depicted on Exhibit A hereto (the “Property”).

B. Company has proposed to prepare the Property for multi-year, large-scale projects that may include multiple phases (each, a “Phase”) extending over a period of years with the uses of one or more solar power plants, battery energy storage systems, natural gas power plants, data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including, without limitation, generators), and equipment used for the transformation, transmission, distribution and management of electricity (including, without limitation, substations and switch yards), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to solar power plants, battery energy storage systems, and natural gas power plants (collectively, the “Project”).

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and support the Project.

D. Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for Company and the City. Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required approvals and entitlements for the Project have been granted, (iii) subject to the terms set forth herein, the City has designed or will design and has constructed or will construct the regional public infrastructure necessary to facilitate and support the development and operation of the Project, (iv) the City Zoning Ordinance, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Project, with the exception of mutually agreed alterations, during the Term (as defined below), and (v) the City is committed to facilitate and assist Company in the development and operation of the Project.

E. The Parties desire to expressly note that Company's strong incentive to advance the Project defined and outlined hereafter is at least in part due to City's willingness to assure City's commitment to perform regardless of the current elected officials. As such the Parties wish to incorporate their understandings and the City's assurances with respect to the Project into this Agreement. The enforceability of this Agreement, its provisions, terms and conditions, being paramount to Company's incentive.

F. The City and Company, in recognition of the scope, magnitude, and investment of this project intend that both Parties to this agreement shall be bound by the terms of this agreement, including the future performances that are outlined, inferred or defined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and agreements as contained herein; and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 "Applicable Rules" means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Sections 4.4 and 4.5.

1.2 "City Council" means the Municipal Council of the City.

1.3 "Code" means the Eagle Mountain Municipal Code (or any subsequent recodification of such ordinance).

1.4 "Consolidated Fee Schedule" means the City's duly adopted Consolidated Fee Schedule in effect at the time of an action taken pursuant to this Agreement.

1.5 "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of Company by contract or otherwise.

1.6 "Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities affiliated with Company.

1.7 "Existing Roadway" means the existing roadway as of the Effective Date and located within the municipal limits of the City.

1.8 "Existing Zoning" means the City's Agricultural Zone, with an overlay of the City's Regional Technology and Industry Overlay Zone.

1.9 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises

that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

1.10 “General Plan” means that certain Eagle Mountain City, General Plan, January 2023, or successor General Plan and Future Land Use and Transportation Map, dated as of January 18, 2022, as amended.

1.11 “Horizontal Construction” means construction of infrastructure to be located within the City’s current or future dedicated right-of-way that is needed to connect the Project to the City’s roadways and water and sewer utilities.

1.12 “Mining Activities” means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.13 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.14 “Mortgagee” means the holder of a Mortgage.

1.15 “Official Records” means the Official Records of Utah County, Utah.

1.16 “Parcel” means a portion of the Property that is created by Company to be sold to a Subdeveloper.

1.17 “Project Approvals” means the permits, approvals, reviews, and other actions set forth on Exhibit B hereto.

1.18 “Water and Sewer Agreement” means that certain Water and Sewer Agreement, to be entered into between Company and the City as contemplated herein.

1.19 “Taxes” means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.20 “Zoning Ordinance” means that certain Title 17 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Ordinance No. _____ on _____, effective immediately upon adoption, which ordinance (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions

of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

ARTICLE III TAXES AND FEES

3.1 Right to Oppose. Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

3.2 New Taxes. The City shall not during the Term recommend or support any new Taxes that are applicable solely and exclusively to the Project, the Property or the energy or data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Property or the energy industry. To the extent permitted by law, the City shall not (and City staff shall not propose or support any action to) amend or modify any existing Taxes that currently exclude the Property, Project or Company from the Taxes to make them applicable to the Property, Project or Company after the Effective Date.

3.3 Impact Fees.

(a) Company acknowledges that the City may impose impact fees in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules. The City shall not impose any impact fees in connection with the Property, other than Culinary Water Impact Fees, Transportation Impact Fees, Sewer Impact Fees, Public Safety Impact Fees, and, solely to the extent that storm water is not retained on the Property, Storm Drain Impact Fees, each as defined in the Consolidated Fee Schedule, in amounts not to exceed the amounts in place pursuant to the Applicable Rules as of the Effective Date (collectively, the “Impact Fees”). The City shall not impose any Impact Fees in connection with the Property for the Infrastructure Improvements.

(b) The Parties acknowledge and agree that there may be certain of the Infrastructure Improvements to be required by the City and paid by Company in accordance with this Agreement that represent “oversizing” required by the City or otherwise constitute improvements considered to be in the nature of “System Improvements”, as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, et seq. (collectively, the “System Improvements”). In the event that the City requires Company to construct System Improvements, the City shall reimburse Company for any and all construction costs paid by Company for the System Improvements (collectively, the “System Reimbursement”). In the event that City requires Company to construct System Improvements, the City shall pay the System Reimbursement to Company in the manner agreed upon by the Parties in a separate agreement.

3.4 Building Permit and Inspection Fees. Company acknowledges that the City will impose application fees, building permit and inspection fees, and plan check fees (together,

“Building Fees”) in connection with development activity on the Property to the extent required and calculated in accordance with this Agreement and the Applicable Rules.

ARTICLE IV ENTITLEMENTS

4.1 Entitlement to Develop. The City represents to Company that as of the Effective Date: (i) the Existing Zoning applies to the Property pursuant to the Applicable Rules; (ii) solar power plants, battery energy storage systems, natural gas power plants, electronic data management businesses, corporate campuses, offices, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning or are being treated as permitted uses through this Agreement; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. Company has the vested right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the terms of this Agreement and the Applicable Rules. Notwithstanding any other provision of this Agreement, during the Term, the City shall either (i) maintain the City's Regional Technology and Industry Overlay Zone (the “RTI Overlay Zone”) for the Property, which is included in the Existing Zoning, or (ii) allow the Property to continue to receive the benefits of, and be developed under, the Applicable Rules for the RTI Overlay Zone as if the RTI Overlay Zone for the Property remained in effect. All references in Chapter 17.48 of the Applicable Rules to the underlying zone and underlying zoning will be to the provisions of Chapter 17.20 of the Applicable Rules (Agricultural Zone), notwithstanding anything to the contrary contained in this Agreement.

Commented [AB1]: Discuss whether we still need to pursue the rezoning of the RTI overlay zone along with the DA approval or if the proposed edits are sufficient.

4.2 Accessory Uses. The Parties recognize that the Project requires that Company be able to engage in certain accessory uses as that term is defined in the Applicable Rules that are subordinate in extent and area to the principal or main use. By recognizing the existence of certain accessory uses and delineating them, the Parties do not intend to limit Company’s ability to engage in other accessory uses. Rather, they seek to clarify that the City recognizes Company’s ability to engage in these particular accessory uses provided that they meet the definition of an accessory use found in Section 17.10.030 of the Code. The City recognizes Company’s ability to engage in the following accessory uses provided that they are clearly incidental to and customarily found in connection with a principal or main use, subordinate to and serving a principal or main use, subordinate in extent, area, or purpose to the principal or main use, located on the same lot as the principal or main use, and contribute to the comfort, convenience, or necessity of the business or industry of the principal or main use:

- (a) Power substation facilities;
- (b) Transmissions lines and facilities;

- (c) Fuel storage facilities;
- (d) General storage facilities;
- (e) Water and sewer facilities;
- (f) Data center facilities;
- (g) Communication, broadband, fiber optic, and other private utilities;
- (h) All public utilities; and
- (i) Other accessory uses as allowed in the Applicable Rules.

4.3 Waiver of Master Development Plan Requirement. The City acknowledges and agrees that all requirements related to the approval of a master development plan under EMC Chapter 16.10 are hereby waived pursuant to EMC Section 16.10.050, and Company has no obligation to submit any master development plan to the City. This Agreement shall satisfy all requirements under EMC Chapter 16.10.

4.4 Exceptions to Applicable Rules. In recognition of the significant investment that Company is making, the City is allowing the following exceptions to the Applicable Rules for the Project:

(a) Setbacks. For purposes of setback requirements, the Property shall not be considered adjoining or abutting another zone if separated by a public roadway; and

(b) Permit Approvals. All permit applications for the Project (including, but not limited to, grading, excavation, foundation, footings, and/or building permits, etc.) shall be: (a) subject to the special approval process set forth in Section 17.48.020 of the Applicable Rules, unless otherwise modified herein; (b) considered administrative applications; and (c) subject to final review by the Development Review Committee (as defined in Section 17.48.020 of the Applicable Rules) (“DRC”) as the final approval authority for such applications. In addition to the foregoing, no public hearings shall be required for any applications made under the RTI Overlay Zone and all permit applications shall be reviewed and, unless otherwise incomplete or non-compliant with the requirements hereof, issued within thirty days of the date of complete application.

(c) Seat on Development Review Committee. Company, or its designee, shall have the option at its sole discretion to occupy one seat on the board of the DRC and shall participate in all reviews and meetings of the DRC where applications from Subdevelopers are considered for development on the Property.

(d) Utility Service Approvals. All requests to connect any project located within the RTI Overlay Zone to public utilities or other services shall be subject to the administrative approval process set forth in the RTI Overlay Zone, if applicable. No public hearings shall be required for such requests or applications.

(c) Substation Approvals. All requests to connect a power substation(s) on the Property shall be subject to the administrative approval process set forth in the RTI Overlay Zone, if applicable. No public hearing shall be required for such requests/applications.

4.5 Additional Permitted Uses. In recognition of the significant investment that Company is making, the City is allowing the following permitted uses for the Property subject to the standards set forth in this Section in addition to those allowed in the Existing Zoning:

(a) All uses permitted under the RTI Overlay Zone, as set forth in Chapter 17.48.030 of the Applicable Rules.

(b) Battery Energy Storage Systems.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

(A) “Battery Energy Storage System(s) (BESS)” means one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle, together with all Battery Energy Storage System Facilities. A battery energy storage system may be comprised of more than one storage battery technology in a room or enclosed area and may include Power Lines and backup diesel generators.

(B) “Battery Energy Storage System (BESS) Facilities” means all related equipment, devices, associated appurtenances and facilities, such as transformers, substations, electric power transmission and distribution lines of any capacity, and any related site improvements used in connection with or to facilitate, the storage, transmission, delivery or furnishing of the electric energy stored in a Battery Energy Storage System.

(C) “Power Substation” means a facility containing electric supply equipment for the purpose of switching, regulating, transforming, or otherwise modifying the characteristics of electricity, including electrical equipment, such as transformers, circuit breakers, voltage regulating equipment, buses, switches, and other related equipment.

(D) “Power Lines” means transmission and/or distribution lines (of any capacity), wires, conductors, structures, towers, and cables, together with ancillary systems (such as, without limitation, switchgear, transformers, and control systems), and all related equipment and fixtures used in the transmission of electric power. Power Lines do not include Power Substations.

(ii) Standards. Development and operation of a BESS Facility must be found to conform to the following requirements:

(A) A building permit and an electrical permit shall be required for installation of all Battery Energy Storage Systems.

(B) Battery Energy Storage Systems shall comply with the setback requirements of the underlying zoning district for principal structures.

(C) There is not, nor shall be, imposed a minimum parking standard or open space requirement for a BESS Facility. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. If, however, a Battery Energy Storage System Facility includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.

(D) Battery Energy Storage Systems shall comply with the building height limitations for principal structures of the underlying zoning district.

(E) Battery Energy Storage Systems shall be appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts.

(F) Lighting of the Battery Energy Storage Systems Facilities shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

(G) Battery Energy Storage Systems shall be secured from unauthorized access by a fence, wall of appropriate height and incorporating, if necessary, means to prevent climbing and crossing over said fence or wall. The DRC may waive any applicable requirements or design standards for fencing under Section 17.60.110 of the Applicable Rules in order to ensure the safety and security of a Battery Energy Storage System.

(H) Battery Energy Storage Systems and equipment shall be listed by a Nationally Recognized Testing Laboratory or equivalent.

(I) The building area of the site shall provide adequate space for the distribution or transmission system-level interconnects.

(J) Battery Energy Storage Systems shall be maintained in safe working order and in accordance with industry standards, including the following:

(1) Areas around Battery Energy Storage Systems shall be maintained clear of combustible vegetation and other combustible materials. The extent of such a fire-safe zone(s) shall be determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal.

(2) Access to the Battery Energy Storage Systems shall be sufficient for maintenance, emergency and fire vehicles, including snow removal at a level acceptable to the local fire department.

(3) Battery Energy Storage Systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure.

(K) BESS Facility components and equipment shall comply with all applicable City noise and nuisance codes.

(L) Each BESS Facility shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a BESS Facility:

(1) A site plan prepared in accordance with the RTI Overlay Zone site plan requirements.

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) An emergency operations plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. In the event of any inconsistency between landscaping or buffer requirements under the code and the emergency operation plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. The emergency operations plan shall include the following information:

a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions;

b. Procedures for inspection and testing of associated alarms, interlocks, and controls.

c. Procedures to be followed in response to notifications from the Battery Energy Storage System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed-upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire;

e. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required;

f. Procedures for dealing with Battery Energy Storage System equipment damaged in a fire or other emergency event, including maintaining

contact information for personnel qualified to safely remove damaged Battery Energy Storage System equipment from the facility; and

g. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

(5) A decommissioning plan to be implemented upon abandonment and/or in conjunction with removal from the BESS Facility. The decommissioning plan shall include:

a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all Battery Energy Storage Systems components, structures, equipment, security barriers, and transmission lines from the site;

b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

c. The anticipated life of the Battery Energy Storage Systems;

d. The estimated decommissioning costs and how said estimate was determined;

e. The method of ensuring that funds will be available for decommissioning and restoration;

f. The method by which the decommissioning cost will be kept current;

g. The manner and timeframe in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the Battery Energy Storage System, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection and suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

h. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

(c) Natural Gas Power Plants.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

(A) “Natural Gas Power Plant” means a facility designed and used for converting natural gas into electricity, together with all ancillary systems and infrastructure for cooling, emissions controls, and the delivery, including, without limitation, transmission and distribution pipelines, and storage of natural gas. A Natural Gas-Fired Power Plant does not include facilities for the extraction or refinement of natural gas but may include Power Substations and Power Lines.

(B) “Power Lines” means transmission and/or distribution lines (of any capacity), wires, conductors, structures, towers, and cables, together with ancillary systems (such as, without limitation, switchgear, transformers, and control systems), and all related equipment and fixtures used in the transmission of electric power. Power Lines do not include Power Substations.

(C) “Power Substation” means a facility containing electric supply equipment for the purpose of switching, regulating, transforming, or otherwise modifying the characteristics of electricity, including electrical equipment, such as transformers, circuit breakers, voltage regulating equipment, buses, switches, and other related equipment.

(ii) Development and operation of a Natural Gas Power Plant must be found to conform to the following requirements:

(A) All principal structures comprising a Natural Gas Power Plant shall be set back at least 50 feet from all exterior project boundary lines. Access roads, fencing, utility lines, and driveways may be located within such required setback. For purposes of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Natural Gas Power Plant project. The DRC may approve any building or structure height that is reasonable based on the engineering or design requirements for a Natural Gas Power Plant.

(B) There is not, nor shall be, imposed a minimum parking standard or open space requirement for a Natural Gas Power Plant. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. If, however, a Natural Gas Power Plant includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.

(C) Natural Gas Power Plants shall be secured from unauthorized access by a fence or wall of appropriate height that incorporates, if necessary, means to prevent climbing and crossing over said fence or wall. The DRC may waive any applicable requirements or design standards for fencing under Section 17.60.110 of the Applicable Rules in order to ensure the safety and security of a Natural Gas Power Plant.

(D) Natural Gas Power Plants shall be maintained in safe working order and in accordance with industry standards, including the following:

(1) Areas around Natural Gas Power Plants shall be maintained clear of combustible vegetation and other combustible materials. The extent of such a

fire-safe zone(s) shall be determined through a Hazard Mitigation Analysis (HMA) to be approved by the fire marshal; and

(2) Access to the Natural Gas Power Plants shall be sufficient for maintenance, emergency and fire vehicles, including snow removal at a level acceptable to the local fire department.

(E) Natural Gas Power Plant components and equipment shall comply with all applicable City noise and nuisance codes.

(F) Lighting of Natural Gas Power Plants shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

(G) The Applicant shall comply with all applicable federal and state laws, rules, and regulations and shall provide evidence of all federal and state permits and approvals required to operate a Natural Gas Power Plant prior to the issuance of a certificate of occupancy.

(H) Each Natural Gas Power Plant shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a Natural Gas Power Plant:

(1) A site plan prepared in accordance with the RTI site plan process.

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations and the emergency procedures to be used in the event of a fire, explosion or other event. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders.

(5) A list and copies of all other federal, State and local permits and approvals that have been or will be required for the proposed Natural Gas Power Plant, together with a proposal for coordinating such approvals with the City.

(d) Solar Energy Projects.

(i) Definitions. All definitions included in the Applicable Rules shall apply, except as explicitly modified in this Subsection.

(A) “Power Lines” means transmission and/or distribution lines (of any capacity), wires, conductors, structures, towers, and cables, together with ancillary systems (such as, without limitation, switchgear, transformers, and control systems), and all related equipment and fixtures used in the transmission of electric power. Power Lines do not include Power Substations.

(B) “Power Substation” means a facility containing electric supply equipment for the purpose of switching, regulating, transforming, or otherwise modifying the characteristics of electricity, including electrical equipment, such as transformers, circuit breakers, voltage regulating equipment, buses, switches, and other related equipment.

(C) “Solar Energy Project” means a project that generates electric energy by converting sunlight, whether by solar devices or other conversion technology, for the sale, delivery, transmission, or consumption of the generated energy by more than one end-user or by an end-user other than the owner or operator of the property on which the solar energy system is constructed and operated. A Solar Energy Project may include one or more Battery Energy Storage Systems (as defined in Section 4.5 (a)(i) of this Agreement), Power Substations, and/or Power Lines.

(ii) Standards. Development and operation of a Solar Energy Project must be found to conform to the following requirements:

(A) Structures constructed at, or as part of, a Solar Energy Project shall be comply with the following setbacks: (a) at least 50 feet from all exterior project boundary lines that abut a residentially zoned district; and (b) from public road rights-of-way, at least the distance required by the base zone in which the Solar Energy Project is established, or, twenty-five feet, or one and one-half times the height of the nearest structure to a right-of-way, whichever is greater. Access roads and driveways may be located within any required setback. For purposes of this Section, an “exterior project boundary line” means the perimeter boundary line of the lot or lots that, taken together, comprise a Solar Energy Project.

(B) A Solar Energy Project shall be fully fenced and secured with locked gates. Fences shall be no less than 6 feet and no more than 8 feet in height and constructed of chain link or other durable material. Knox key lock boxes and keys shall be provided at locked entrances to allow emergency personnel access. For any portions of the site located adjacent to a public right of way, such fencing shall include additional screening elements (such as slatted chain link or other solid fencing material). Exterior fencing shall not be required along any portion of a Solar Energy Project that is contiguous to and part of a similar project located outside the boundaries of the City. The DRC may waive any applicable requirements or design standards for fencing under Section 17.60.110 of the Applicable Rules in order to ensure the safety and security of a Solar Energy Project.

(C) Subject to the provisions of the fire safety and protection plan described below, a Solar Energy Project shall incorporate the applicable landscaping

requirements of the underlying zoning district for the portion(s) of the project site located adjacent to public rights of way. However, if the project site is not currently served by culinary or irrigation water lines or systems, a Solar Energy Project shall not be required to comply with applicable landscaping requirements of the underlying zoning district. Additionally, no landscaping shall be required within the fenced area of the project site. The Solar Energy Project owner/operator shall comply with all applicable weed control requirements set forth in this Code.

(D) There is not, nor shall be, imposed a minimum parking standard or open space requirement for a Solar Energy Project. If parking is provided however, parking and service drives shall meet minimum city standards for sizing, paving, striping, quantity, ADA conformance, planters, maneuvering area, etc. If, however, a Solar Energy Project includes an operations and maintenance or other enclosed building, at least two (2) off-street parking spaces shall be provided, one of which shall comply with ADA requirements.

(E) Solar Energy Project components and equipment shall comply with all applicable City noise and nuisance codes.

(F) Lighting of Solar Energy Projects shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

(G) All photovoltaic panels of a Solar Energy Project shall be restricted to a maximum height of twenty (20) feet when orientated at a maximum tilt, as measured from the existing grade. All other buildings or structures comprising a Solar Energy Project shall comply with the height requirements of the underlying zoning district.

(H) Each Solar Energy Project shall follow the special approval process outlined in Section 17.48.020 of the Applicable Rules. Additionally, Company shall prepare and submit the following materials prior to obtaining a building permit for a Solar Energy Project:

(1) A site plan prepared in accordance with the RTI site plan process.

(2) A transportation plan for construction and operations indicating the roads that Company intends to use during construction and operations.

(3) Weed and dust control plan that address proposed mitigation measures during construction and operations.

(4) A fire safety and protection plan that addresses potential fire hazards and proposed fire protection and fire safety protocols that will be employed during construction and operations. The fire safety and protection plan shall be reviewed and approved by the fire marshal. In the event of any inconsistency between landscaping or buffer requirements under the code and the fire safety and protection plan, as approved by the fire marshal, the provisions of the fire safety and protection plan shall prevail.

(5) Decommissioning plan that addresses the anticipated life of the project; the estimated cost to remove, dismantle, and dispose of project improvements, less the salvage value of such improvements, as determined by a licensed professional engineer; the manner in which the project will be decommissioned and site reclamation obligations.

(6) Decommissioning bond in the form of a cash bond, an irrevocable letter of credit issued in favor of the City in the amount of 100% of the estimated costs to decommission the site, or other financial assurances as reviewed and approved by the City Attorney, as set forth in the decommissioning plan. The amount of the decommissioning bond shall be updated every five (5) years to reflect current estimated decommissioning costs, which estimate shall be prepared by a licensed professional engineer and submitted to the City.

(7) Once decommissioning has occurred as to a portion of the site, the financial assurances provided for such portion of the site will no longer be required and any remaining financial assurances will be adjusted or returned to the Solar Energy Project owner/operator accordingly. Following full decommissioning of the site, any funds not utilized by the City shall be returned the Solar Energy Project owner/operator.

(I) Should any portion of the Solar Energy Project be deemed abandoned by the City as provided herein, that portion of the site shall be removed in accordance with the decommissioning plan. If the City Council finds that some or all of the Solar Energy Project has been abandoned, the City Council shall provide written notice of such finding of partial or total abandonment to the property owner and the Solar Energy Project owner/operator. Within (60) days after receipt of such notice, the property owner and/or Solar Energy Project owner/operator may provide the City a written response disputing such finding of abandonment and/or requesting an extension of additional time to repair and restore operations of the Solar Energy Project or to commence decommissioning of such portion of the Solar Energy Project. The City Council shall consider any such written response by the property owner and/or the Solar Energy Project owner/operator at a public hearing. The final decision of the City Council issued following such public hearing may be appealed to the District Court within thirty (30) days.

If, following a final decision of the City Council that some or all of the Solar Energy Project is abandoned and the Solar Energy Project owner/operator fails to repair or decommission such abandoned portion of the Solar Energy Project within the time frame set forth in the decommissioning plan (or as otherwise approved by the City Council as provided herein) or fails to file a timely appeal to the District Court on the City's finding that some or all of Solar Energy Project is abandoned, this failure will be deemed as sufficient cause for the City to utilize the decommissioning bond provided to the City and to remove the Solar Energy Project and implement the decommissioning plan prepared by the Solar Energy Project owner/operator.

A Solar Energy Project is considered "abandoned" when some or all of its improvements remain non-functional or inoperative, meaning it is not being used to generate energy or is not maintained in compliance with the terms of an approved building permit, for a continuous period of one (1) year. A Solar Energy Project that is, in whole or in part, nonfunctional or inoperative for any period of time as a result of an emergency or force majeure event, any maintenance, repair, or repowering of the Solar Energy Project by the owner/operator, and/or curtailment by an end user or power purchaser, or any other periods of nonuse that are planned or

scheduled by the Solar Energy Project owner/operator or otherwise required by the power purchaser or transmission provider shall not be deemed abandoned for purposes of this Agreement.

4.6 Changes in Applicable Rules. Subject to Section 4.14 below, no addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, 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. Company may elect in its sole discretion, and upon written notice to the City, to have any other changes made by the City to the Applicable Rules apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to Company that no Applicable Rule conflicts with the provisions of this Agreement. Unless otherwise provided herein, in the event of any conflict between the express terms of this Agreement and the Applicable Rules, including, but not limited to the Code, the terms of this Agreement shall prevail. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. The City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Project and contains protections to assure that the Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Property or (ii) allow any Mining Activities to be conducted on, under or within the Property.

4.7 Project Approvals. The City represents to Company that the Project Approvals are the only permits, approvals, reviews and actions of the City (including any agencies, departments or other approving bodies thereof) that are required to commence and complete the development of the Project and the Infrastructure Improvements under the Applicable Rules. Nothing herein shall prohibit Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Infrastructure Improvements as may be deemed necessary or desirable by Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit B and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit B.

4.8 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City

to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

4.9 Timeframes and Staffing for Processing and Review. To the extent reasonably possible, the City shall expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by Company in connection with the Project or the Infrastructure Improvements, provided that Company shall be responsible for payment of any third-party fees or charges to facilitate the expedited processing of Project Approvals. The City shall assign a building inspector or contracted third-party dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project or the Infrastructure Improvements. Notwithstanding anything to the contrary in this Agreement or the Applicable Rules, the City agrees that the special approval process set forth in Section 17.48.020 of the Zoning Ordinance shall apply to the Project and that the City shall review the Project and, if developed in one or more Phases, each Phase of the Project, in accordance with Section 17.48.020 of the Zoning Ordinance.

4.10 Other Approvals. The City shall assist and cooperate in good faith with Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Infrastructure Improvements. Except for actions that require public hearings or noticing periods pursuant to state law (which actions the City shall take within the minimum time periods required pursuant to state law), if the City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) Business Days (as defined below) following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from Company that are necessary to complete the City process.

4.11 Timing and Rate of Development. The Project may include multiple Phases extending over a period of years. The City acknowledges that as of the Effective Date, Company cannot predict when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, Company may develop the Project in such order and at such rate and times as Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require Company to proceed with developing the Project or any portion thereof. Notwithstanding the foregoing, Company commits to beginning Horizontal Construction on the first Phase of the Project within three (3) years of the Effective Date as long as Company has entered into a power purchase agreement with an offtaker located in the City to purchase at least 200 MWs of power generated by the Project (a "Qualifying PPA"). If Company has not entered into a Qualifying PPA within such 3-year period, Company commits to beginning Horizontal Construction on the first Phase of the Project within five (5) years of the Effective Date. In the event that it becomes apparent to Company that Company will be unable to begin Horizontal

Construction within three (3) years of the Effective Date, Company shall provide notice to the City in a manner compliant with Section 10.3 of this Agreement. After delivery and receipt of notice, the Parties shall meet to confer in good faith as to how to amend this provision of the Agreement in a manner that fulfills the intent of the Parties.

4.12 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Property (or that is separated from the Property only by roads, public rights of way, easements or similar land rights or uses) that Company or an affiliate of Company under the Control of Company or a Controlling Entity may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). If Company or an affiliate of Company under the Control of a Controlling Entity acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto. This Agreement shall not apply to any such Additional Property unless or until such Additional Property is entitled to be developed at Company's discretion with uses approved in the RTI Overlay Zone or any uses allowed pursuant to this Agreement. If Additional Property is annexed into this Agreement pursuant to this Section 4.12, then such future property shall be buffered as required by the Applicable Rules. This paragraph does not apply to any property located outside the City limits unless it is annexed into the City.

4.13 Annexation. If the City elects to initiate an annexation petition for any portion of the Project located outside the City's municipal boundaries, as generally identified in Exhibit C ("Annexation Property"), Company agrees to reasonably cooperate with the City and such petition so long as the City agrees to recognize and be bound by the same obligations regarding tax credits, reimbursements, rebates, or similar incentives previously agreed to and provided by Utah County for the Project. Notwithstanding the fact that the Annexation Property is not contiguous with the Property, the Annexation shall automatically be annexed into this Agreement in accordance with Section 4.12.

4.14 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1980), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(ii)(A). Any such proposed legislative changes affecting the vested rights of Company shall be of general application to all development activity in the City and, unless the City declares an emergency, Company shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4.15 Easement Assistance. Company shall exercise reasonable efforts to secure any necessary utility and similar easements or other related property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the Project. To the extent that Company's efforts are unsuccessful, the City may, in its sole discretion, consider using its eminent domain authority to the extent allowed by local, state, and federal law to obtain such necessary easements at Company's expense. Nothing in this Section shall be construed to obligate the City to exercise such power. Company acknowledges that it is its responsibility to acquire, plan, survey, and dedicate the necessary easements, rights-of-way, etc. to the City free of any and all encumbrances. If Rocky Mountain Power and/or Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or Company in good faith to support the acquisition of such easements.

4.16 Municipal Services. The City shall provide all city services to the Property that it provides to similarly situated properties within the City including, without limitation, law enforcement, fire, and other emergency services. Such services shall be provided to the Property at the same or better levels of service, terms, and rates as provided to other similarly situated properties in the City.

4.17 Parcel Split. The Parties acknowledge that, during the Term of this Agreement, the Property may have one or more of its parcels subdivided. If any such subdivision of the Property's parcels takes place, the Parties agree that the subdivision shall not cause any development restrictions to be imposed on the Project or the Property (including any parcel thereof) under this Agreement. As provided in the special approval process in the RTI Overlay, any subdivision and final plat application for the Project will be an administrative application, and the DRC has final approval authority for such applications, with no public hearings are required. For the avoidance of doubt, the City will not require Company to submit a site plan application as a prerequisite prior to submitting a subdivision final plat application. Internal lot line easements will not be required between Parcels in the final plat.

4.18 Exemption from Noise and Light Limitations during Emergency. In the event the Project has an emergency, which includes, but is not limited to, any event that requires major repairs, the use of a generator or an interruption in operations for a period not to exceed thirty (30) days (each, an "Emergency"), then, for the duration of any such Emergency, the Project shall not be subject to any noise and light level limitations under the Applicable Rules. Subject to the foregoing, Company shall make reasonable efforts to reduce any noise or light impact on surrounding properties during the Emergency.

4.19 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Company may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(68)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Applicable Rules including the requirement to complete or provide security for any public infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of

any public infrastructure in the Parcel shall be that of Company or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.20 Subdevelopers. If Company sells or conveys one or more Parcels to Subdevelopers, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, and configurations, as applicable to such Parcel and be subject to the same limitations and rights of the City when owned Company and as set forth in this Agreement without any required approval, review, or consent by the City.

ARTICLE V INFRASTRUCTURE IMPROVEMENTS

5.1 Sewer Improvements. The Parties acknowledge that sewer infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property. The Parties also acknowledge that Company may elect to develop, construct, and operate an on-site wastewater system for the Project located on property outside of the City's boundaries (an "On-Site Wastewater Facility"). If Company proceeds with an On-Site Wastewater Facility, Company shall not be required to construct or install any additional improvements to the City's sewer infrastructure in relation to the portion of the Project located outside the City's boundaries. If Company does not proceed with an On-Site Wastewater Facility, Company shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to the City's existing sewer infrastructure, an alternative for which are set forth in Exhibit D (the "Sewer Improvements"). The Parties' preferred alternative for sewer service is a gravity sewer line; however, the Parties acknowledge that lift stations will be necessary to service the Project, in which event Company shall construct and maintain at its sole expense any lift stations necessary for the Project in accordance with applicable City standards set forth in the Applicable Rules. Company intends to connect the Sewer Improvements to the existing public lift station located on Utah County Parcel Number 66:657:0001, and if Company connects to such existing public lift station, Company shall upsize the public lift station in accordance with applicable City standards set forth in the Applicable Rules at its expense so that it may accommodate the additional flow coming from the Project. Prior to Subdivision, the Parties will enter into the Water and Sewer Agreement, which Agreement shall further specify and delineate the Sewer Improvements.

5.2 Roadway Expansion.

(a) The Parties acknowledge that public roadways providing direct access to the Project must exist and remain adequately maintained to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property. Company shall commence and thereafter use diligent efforts to complete the design and construction of an expansion and extension of the Existing Roadway and any existing municipal utilities located therein (as more particularly described and shown on Exhibit E, the "Roadway Expansion") in accordance with this Agreement.

(b) For the Roadway Expansion, Company shall, at its expense, dedicate and construct in accordance with the City's adopted standards a half-road width the portion of those

roads located within the City's municipal boundaries and currently identified on the City's official Transportation Master Plan in effect as of the Effective Date, which is incorporated by reference, that are contiguous to the Property. Notwithstanding the foregoing, all roads constructed as part of the Roadway Expansion shall have a minimum of twenty-four (24) feet of asphalt.

(c) Company recognizes that it is necessary to construct Pony Express Parkway beyond its current endpoint as part of the Roadway Expansion in order to access the southern portion of the Project. The Parties acknowledge that other developers ("Obligated Developers") have an obligation under existing development agreements to improve Pony Express Parkway at the time of development. The Parties recognize that the timelines for the Obligated Developers may not meet the development needs of Company. In the event that Pony Express Parkway is not fully improved to the current designated endpoint on the City's border with Fairfield Town in an acceptable timeline to Company, Company may secure any necessary pioneering or other agreements with the Obligated Developers to insure that Pony Express Parkway is completed to the border of Fairfield Town. The City shall cooperate with the Obligated Developers and/or Company in good faith to facilitate any necessary agreements to effectuate the purposes of this Agreement. Company may also need construct additional roads from the future endpoint of Pony Express Parkway in order to access the southern portion of the Project. Company will need construct any additional roads in accordance with City's adopted standards to access the Property. Company shall work with City in good faith to determine the location of any additional roads.

(d) The Parties recognize that Company may acquire additional real property that may become subject to this Agreement in accordance with paragraph 4.12 or through amendment. If Company acquires additional real property that becomes subject to this Agreement, City may require additional Roadway Expansion in accordance with its duly adopted Transportation Master Plan.

(e) The City acknowledges that Company will need to rely solely on the Existing Roadway and the Roadway Expansion for access to the Property, including during construction of the Project, and without such access, Company would be unable to locate the Project on the Property. The City shall not abandon, vacate or close any existing city roadways necessary to provide access to the Property, unless the City first provides reasonable alternative access to the Property. In addition, the City shall make reasonable efforts to ensure that routine maintenance and construction on roadways that serve as the only public access to the Property are done in a manner as to not unreasonably restrict or delay access to the Property.

(f) Subject to the terms of this Agreement that identify specific contemplated roadway expansions that are or may become an internal road, the City acknowledges and agrees that Company has the right in its sole discretion to determine where any internal roads may bisect or bifurcate the Property.

5.3 Water. The Parties acknowledge that water infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which Company would be unable to locate the Project on the Property (as more particularly described and shown on Exhibit F, the "Water Improvements," and collectively with the "Roadway Expansion" and the "Sewer Improvements," the "Infrastructure Improvements"). The Parties also acknowledge that Company may elect to construct or connect

to water infrastructure located outside of the City's municipal boundaries in order to serve the needs of the Project. In connection with the foregoing, the City agrees not to protest any filings by the Company with the Utah Division of Water Rights to obtain a new point of diversion and well for Company's water rights that Company intends to use for the Project. If Company elects to connect to the City's water system, Company shall construct a water line from the natural gas power plant as depicted in the exhibit and in accordance with the City's Capital Facilities Plan. The Parties shall enter into a Water and Sewer Agreement prior to subdivision.

5.4 **Power.** Company may, or cause Rocky Mountain Power to, construct and maintain above-ground transmission power lines and structures in connection with the development of the Project (collectively, the "Overhead Power Lines"), without obtaining any variance or further documentation from the City. The City acknowledges and agrees that no variance is required for the Overhead Power Lines because the Overhead Power Lines are permitted under the Applicable Rules or through this Agreement. If Rocky Mountain Power and/or Company should need to acquire any easements to support Overhead Power Lines in connection with the development of the Project, the City shall cooperate with Rocky Mountain Power and/or Company in good faith to support the acquisition of such easements.

5.5 **Fiber Service.** At no cost to Company, the City hereby grants to Company in perpetuity, privilege and authority to construct, maintain, operate, upgrade and relocate a dedicated fiber network, including underground conduits and structures, for fiber service to the Property in, under, along and through the present and future streets, alleys, public utility easements and public ways and public places (collectively, the "Public Ways"). The right to use and occupy the Public Ways shall be non-exclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides service to residences within the municipal limits of the City. Company shall, prior to commencing new construction in the Public Ways ("Public Ways Construction"), submit to the City an application (a "Public Ways Application") for a permit (a "Public Ways Permit") for such Public Ways Construction. The City shall review and approve any Public Ways Application and issue the applicable Public Ways Permit as part of the Project Approvals in accordance with this Agreement and in any case within ten (10) days following submission of such Public Ways Application, and the City shall not unreasonably condition, delay or deny any Public Ways Permit. In performing Public Ways Construction, Company will abide by the Applicable Rules, and the City may reasonably inspect the manner of such Public Ways Construction to assure compliance with the Applicable Rules. If, during the course of Public Ways Construction, Company, or any contractor or entity working on behalf of Company to install the fiber network, causes damage to or alters the Public Ways or public property in a manner not permitted hereunder, Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, if Company fails to cure a default of its obligations under this Section 5.5 within the applicable cure period under Section 9.1, then (i) the City's sole and exclusive remedy under this Agreement shall be to seek damages from Company, subject to Section 9.3, or specific performance of Company's obligations under this Section 5.5, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by Company of its obligations under this Section 5.5.

ARTICLE VI MORTGAGES

6.1 Mortgages. This Agreement shall not prevent or limit Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Company's request from time to time, the City shall meet with Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement. For the avoidance of doubt, any Subdeveloper will have the same rights and privileges as Company under this Article VI.

6.2 Mortgagee Not Obligated. A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

6.3 Mortgagee Notice and Cure Rights. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

6.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by Company or as a result of a bankruptcy proceeding of Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 6.4.

ARTICLE VII TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of forty (40) years. Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

ARTICLE VIII THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that

the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all Construction Costs have been incurred and paid by the City (if true), and the amount of all Construction Costs incurred and paid by the City; (vi) that all Construction Costs have been reimbursed by Company to the City (if true), and the amount of any and all Construction Costs reimbursed by Company to the City (and any other amounts paid by Company to the City for the Infrastructure Improvements); (vii) the matters required to be recorded by the City; and (viii) any other factual matters reasonably requested (an “Estoppel Certificate”). The City Administrator, or such other person(s) authorized by the City Council may execute, on behalf of the City, any Estoppel Certificate requested by Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to Company and by Mortgagees holding an interest in the Property.

8.2 No Third-Party Beneficiaries. The only parties to this Agreement are the City and Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE IX DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than sixty (60) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

9.2 Company’s Additional Remedies Upon Default by the City. Company’s sole and exclusive remedy under this Agreement for a default by the City shall be specific performance of the rights granted in this Agreement and the City’s obligations under this Agreement.

9.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

ARTICLE X MISCELLANEOUS

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be

automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. The occurrence of a Force Majeure Event shall not cause any change to or extension of the Construction Schedule, or any portion thereof, or extend the deadlines, milestones or other dates set forth therein.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 Notice. 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 States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

City: Eagle Mountain City
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Company:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 Assignment. Company may assign its rights and obligations under this Agreement to any (i) affiliate Controlling Entity that Controls, is Controlled by or is under common Control with Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments, and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the assignee shall assume those rights and obligations and Company shall be relieved of all its covenants, commitments and obligations hereunder.

10.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the City and Company setting forth the existence of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, (i.e. interlocal agreements, participation agreements, etc.) contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for Company's right to modify the description of the Property from time to time as set forth herein 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. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. 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. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Company.

10.7 Waivers. The failure to enforce any provision of this Agreement shall not constitute a waiver. Neither Party may waive any condition or breach of any representation, 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 representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 Amendments. This Agreement may be amended only in writing signed by the Parties hereto. The City may approve amendments administratively that are of a non-substantive, clarifying nature or that do not substantially affect the rights of the Parties. All other amendments require City Council approval. The City, after good faith consultation with Company, shall determine which amendments qualify for administrative approval.

10.9 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

10.10 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 term, statement or matter to the specific terms, statements 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 term, statement or matter.

10.11 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in 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 or any notice delivered hereunder shall have the same legal effect as an original signature.

10.12 Business Days. As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. 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.

10.13 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Sewer Agreement, or by any other agreement or contract executed by the City and Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.14 Confidential Information. Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public financial information, and operating data related to Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until Company shall have had not less than ten (10) Business Days (following and excluding the day on which Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of Company or the City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Company.

10.15 Attorneys’ Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, 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 10.15 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.

10.16 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A BENCH TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

CITY:

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah

Tom Westmoreland, Mayor

ATTEST:

City Recorder

APPROVED TO FORM:

City Attorney

COMPANY:

a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

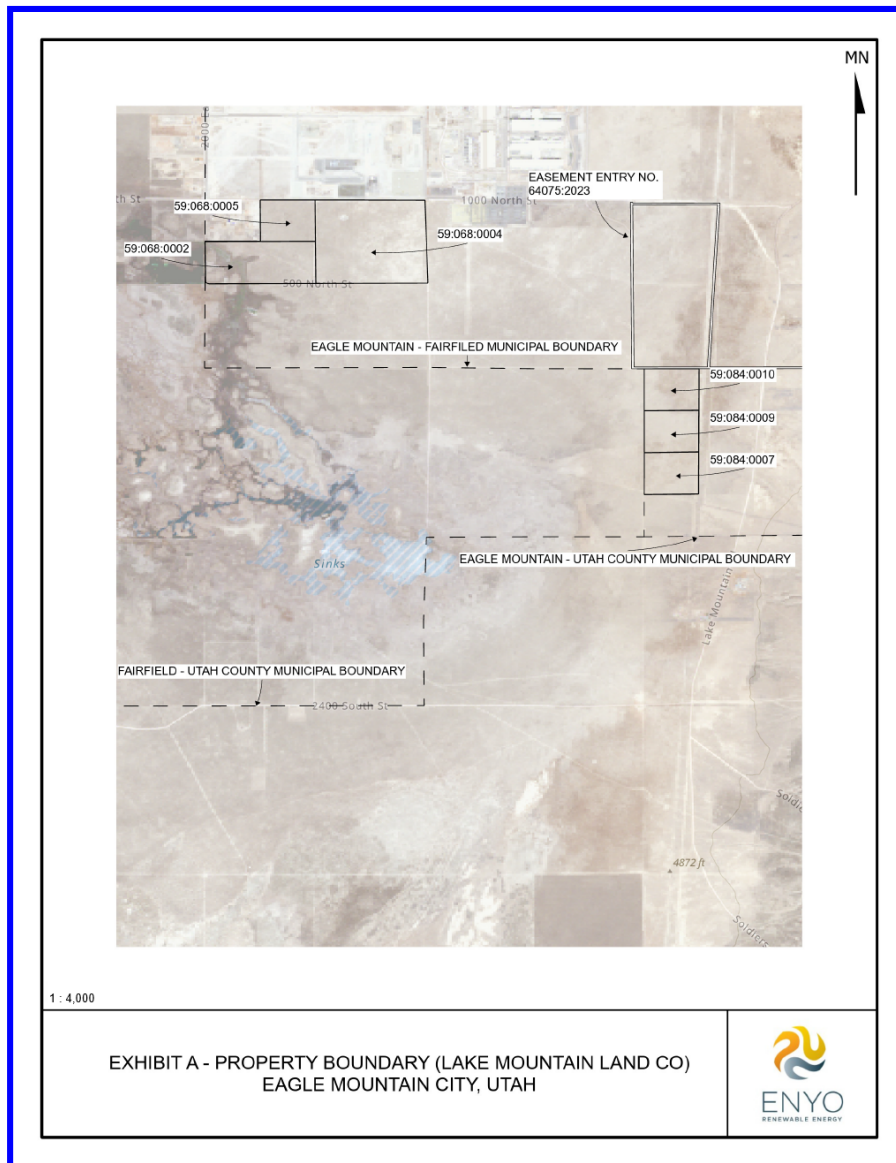


EXHIBIT B

PROJECT APPROVALS

Complete Approvals

1. City Council Adoption of Ordinance [O-XX-2025 on March 4, 2025] approving this Agreement

Remaining Project Approvals

1. City Council approval of the Water and Sewer Agreement (or administrative approval of same, if appropriate).
2. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan; approvals for each building, including construction plans and documents.
3. Administrative approval of any subdivision plats that are in line with the RTI Site Plan and uses outlined in this agreement.
4. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of an application.
5. Building permit(s)
6. Building inspections and on-site facility inspections
7. Construction permit(s) for off-site utilities/facilities.
8. Inspections for off-site utilities/facilities.
9. Permit for off-site fiber
10. Storm Water Pollution Prevention Plan (SWPPP) permit(s)
11. Traffic Control plan

EXHIBIT C

PROPOSED ANNEXATION AREA

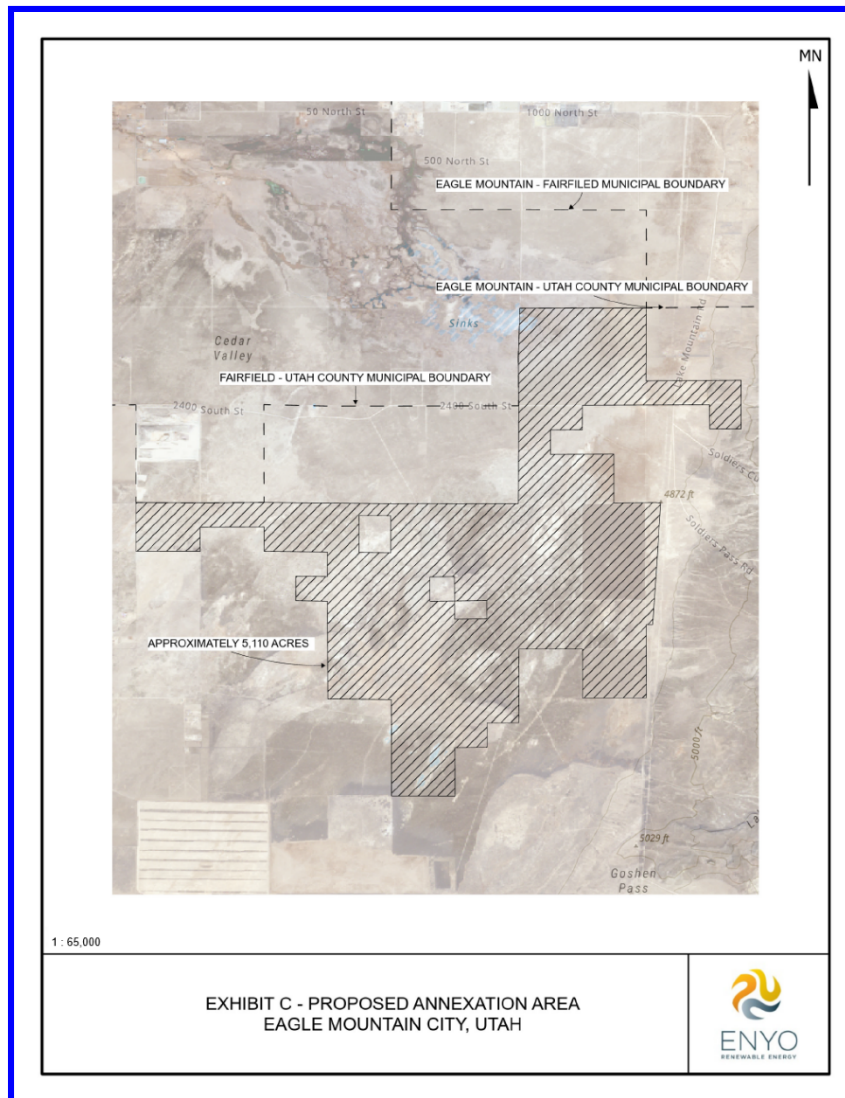


EXHIBIT D
SEWER IMPROVEMENTS

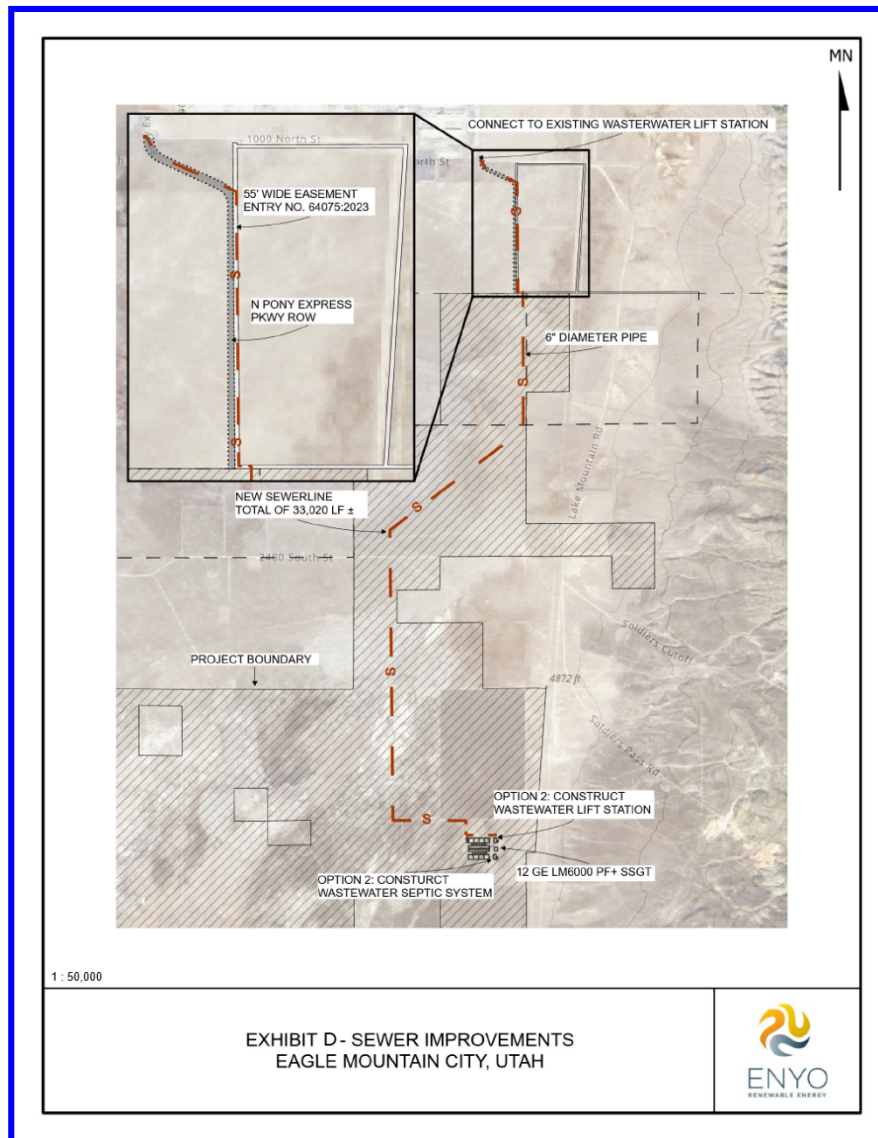


EXHIBIT E

ROADWAY EXPANSION

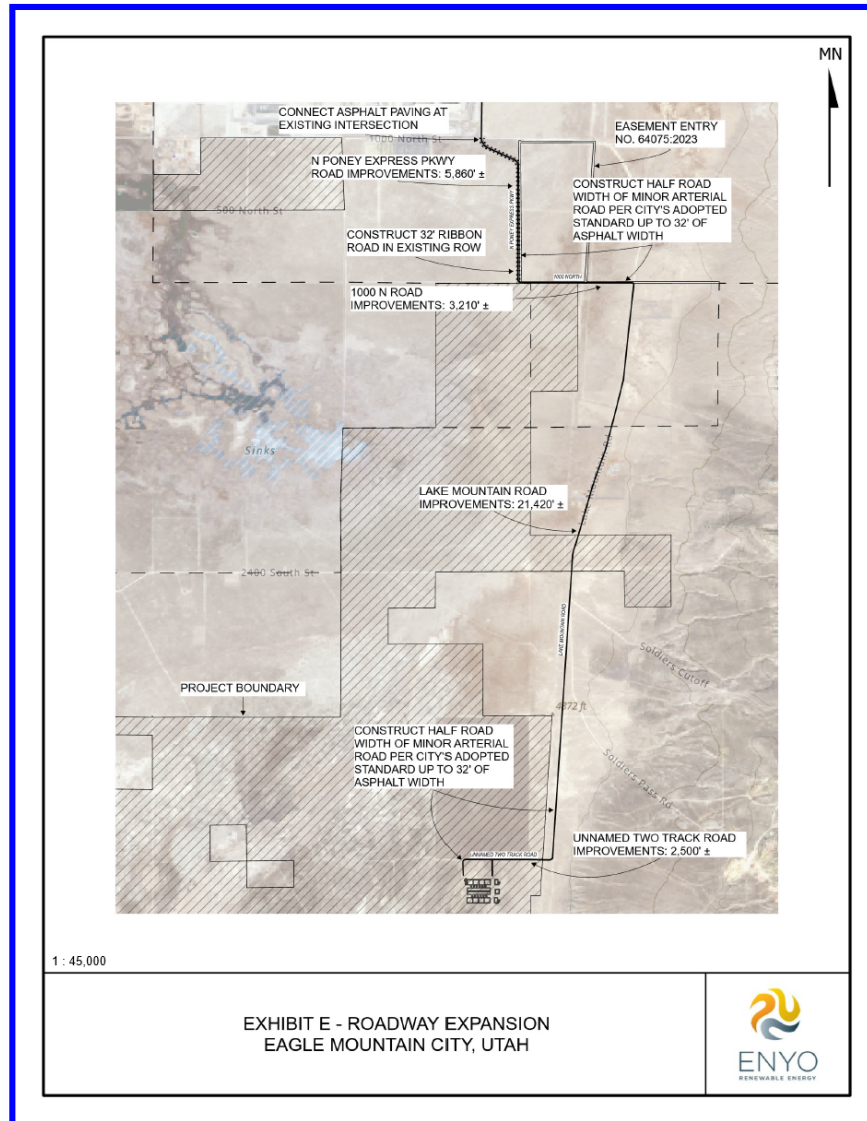
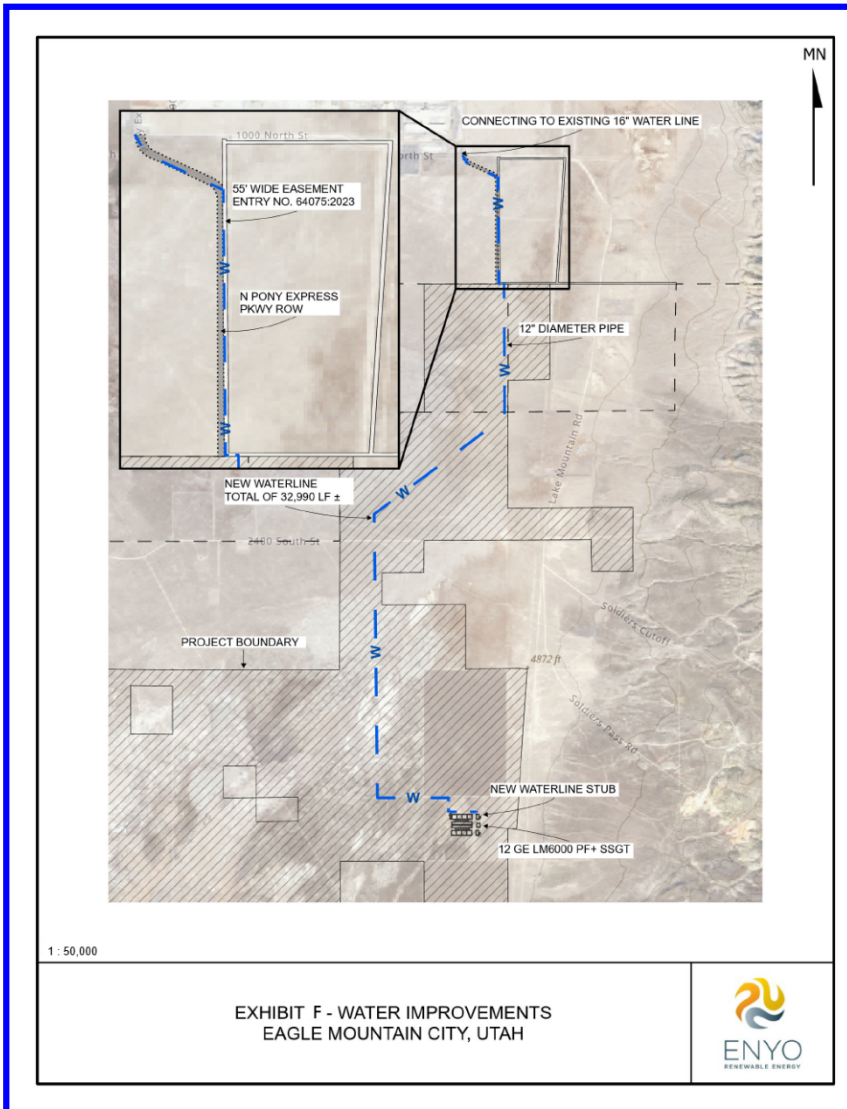


EXHIBIT F
WATER IMPROVEMENTS





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 4, 2025**

TITLE:	TRAINING - Open & Public Meetings Act
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	

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

PUBLIC HEARING

No

PREPARED BY

Gina Olsen, City Recorder

PRESENTED BY

Marcus Draper

RECOMMENDATION:

BACKGROUND:

Utah State Law (UCA 52-4-104) requires that the presiding officer of a government entity provide training for all public officials on the Open Meetings Act each year. Training this year will be provided by Marcus Draper, City Attorney.

The Utah Open and Public Meetings Act (OPMA) requires public bodies to conduct their business in public. The OPMA applies to state agencies, political subdivisions, and administrative, executive, and legislative bodies.

Notice requirements

- Public bodies must provide notice of meetings at least 24 hours in advance.
- Notice must include the meeting's date, time, place, and agenda.
- Notice must be posted on the Utah Public Notice Website and at the meeting location.
- Notice must also be provided to a local media correspondent or newspaper.

Agenda requirements

- The agenda must be included in the notice.
- The agenda must include all action items and be stated with reasonable specificity.

Recording and minutes requirements

- Public bodies must keep written minutes and a recording of all meetings.
- Recordings of open meetings must be posted on the Utah Public Notice Website within three

business days.

- Draft minutes must be made available to the public within 30 days.

Emergency meetings

- Public bodies can hold emergency meetings to consider urgent matters if they give the best notice possible.
- A majority of the public body's members must approve of the emergency meeting.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None

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	Do	In Progress	2025	1/28/2025	Agreements are in place; closing is near.	5/16/2023		City Manager		X		X		
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	2/27/2024	Per MIHP 9.4, Strategy 2. After a first round with 7 conditional approvals and 2 denials, staff is bringing suggested program revisions to the March 4 Council Meeting.	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	6/30/2025	11/26/2024	Staff reported on the status of master plan reviews on 7/2/2024; staff is reviewing draft West Service Area Impact Fee Facilities plans and Engineering has initiated master planning processes for water, wastewater, and stormwater systems; Parks is working on a parks master plan.	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		
2024.007	16	Study public transit innovation grants and other opportunities.	Investigate and apply for transit innovation grant monies to improve transit opportunities.	Secondary Priority	Do	New	3/31/2025	11/19/2024	The Council requested that a trial transit project be created.	11/19/2024		Winterton				X		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													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						
2023.039	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	2/26/2025	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. We are finishing the last couple of focus groups and forming the working groups. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We have drafts for the first couple of chapter. Preparation of the master plans is effecting the timing of the General Plan. Staff was not aware these would be done during the General Plan process. The first few chapters of the GP are being reviewed by the Working Group. These verses will go to the PC for feedback on March 11, 2025 and the Council on March 18, 2025.	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. Survey was completed in Aug 2025 and staff elicited feedback from the Council in Fall 2024	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	2/26/2025	Staff and GSBS continue to work on gathering data for the Future Land Use Map. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Target completion for the FLUM is the end of May/first of June. The time frame for the FLUM has been lengthed awaiting completion of the master plans, so the master plans can inform the FLUM. The Council and PC both approached in Feb 2025 for feedback on land use designations. Staff is currently working to address feedback from the Council and PC regarding land use designations, particularly regarding residential land use designations.	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						
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	2/26/2025	Staff has begun early preparations for the annexation plan. The utility master plan preparation will likely have a bearing on the timing of completion of the Annexation plan. Staff has begun early meetings to start the process of updating the Annexation Policy Plan. Staff has met with the Mayor to get his vision for City growth. Planning also has met with the City Engineer to better understand infrastructure limitations for growth.	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	2/26/2025	We have drafts for the first few chapters. We plan to bring them to PC and Council in Mar 2025 for feedback.	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	12/18/2024	Some initial work has begun on this section to prepare an outline. Staff has begun some early drafting of this section.	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						
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	2/3/2025	Master plans updates will impact the completion of the General Plan, as will any changes to these Strategic Priorities.	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	4/29/2025	2/3/2025	Engineering has hired 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.	4/2/2024		Larsen Hogge		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			
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	2/26/2025	Staff had a kickoff meeting with the water consultant, Bowen Collins on 1.14.25. Completion of the water study will inform land use decisions like never before. Staff is humbled by the process we will go through to get the data, but excited for the help the data will be in making land use decisions. Staff is planning on having Bowen Collins visit with Council on 3.18.25 during work session to help them get an early view of initial water data.	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	11/25/2024	Staff has begun early preparations for completing this work. Staff presented some preliminary data to Council on 11.14.24. Staff will continue preparing housing data that will help the City as it interacts with the State Legislature during the 2025 legislative session. This data preparation and collection will also help with the GP process.	10/15/2024		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					
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	11/25/2024	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 is reviewing encroachments with Admin and making a game plan to present to the Council. It is anticipated that Todd will be making recommendations to the Council on a partial list of properties in January 2025.	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					

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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	12/18/2024	Phase 1 is complete. Contractor is almost complete with Phase 2. Completion is expected in the spring of 2025 when weather allows paving. Phase 3 will complete the connection to SR73 and extension to the north of SR73. Construction on Phase 3 will start in the spring of 2025.	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	1/28/2025	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025. CC approved on 1/21/25 the purchase of property to widen the road.	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		

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						
2023.033	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. No updates from KRuesch.	5/16/2023		Ruesch Hickman		X		X		
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		

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			
2023.045	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					
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	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																						
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	-	Completed	7/16/2024	12/3/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. The Council adopted the policy on 12/3/2024 as EMMC CHAPTER 17.46 TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE.	8/15/2023		Draper										
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	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					

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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	
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 Facilitate bringing forward a presentation soon.	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		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	

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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		
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		

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	In Progress	2025	1/28/2025	Agreements are in place; closing is near.
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	In Progress	1/1/2025	2/27/2024	Per MIHP 9.4, Strategy 2. After a first round with 7 conditional approvals and 2 denials, staff is bringing suggested program revisions to the March 4 Council Meeting.
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	2/26/2025	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. We are finishing the last couple of focus groups and forming the working groups. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We have drafts for the first couple of chapter. Preparation of the master plans is effecting the timing of the General Plan. Staff was not aware these would be done during the General Plan process. The first few chapters of the GP are being reviewed by the Working Group. These verses will go to the PC for feedback on March 11, 2025 and the Council on March 18, 2025.
	General Plan Update					
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	2/26/2025	Staff and GSBS continue to work on gathering data for the Future Land Use Map. Land use designations are being prepared for the Future Land Use Map and Land Use Element. We will be keeping the Council and PC involved throughout the process of the GP and FLUM drafting process. Target completion for the FLUM is the end of May/first of June. The time frame for the FLUM has been lengthed awaiting completion of the master plans, so the master plans can inform the FLUM. The Council and PC both approached in Feb 2025 for feedback on land use designations. Staff is currently working to address feedback from the Council and PC regarding land use designations, particularly regarding residential land use designations.

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	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Not Started	6/30/2025	2/26/2025	Staff has begun early preparations for the annexation plan. The utility master plan preparation will likely have a bearing on the timing of completion of the Annexation plan. Staff has begun early meetings to start the process of updating the Annexation Policy Plan. Staff has met with the Mayor to get his vision for City growth. Planning also has met with the City Engineer to better understand infrastructure limitations for growth.
General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Not Started	10/31/2024	2/26/2025	We have drafts for the first few chapters. We plan to bring them to PC and Council in Mar 2025 for feedback.
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	In Progress	12/31/2024	2/26/2025	Staff had a kickoff meeting with the water consultant, Bowen Collins on 1.14.25. Completion of the water study will inform land use decisions like never before. Staff is humbled by the process we will go through to get the data, but excited for the help the data will be in making land use decisions. Staff is planning on having Bowen Collins visit with Council on 3.18.25 during work session to help them get an early view of initial water data.
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	2/26/2025	Bring back recommendations regarding minimum dwelling SF and driveway widths in the AG Zone. Staff has discussed the issues surrounding this request. They appeared to be based on a presumption that we needed to revise our code to conform to Utah Code requirements. The City Attorney believes, after considering the request, that we are in compliance with the state code relative to the subject matters. Staff believes no further action is necessary on this issue, unless directed by Council.



Tentative Upcoming Agenda Items for
City Council Information
March 4, 2025

Development Projects

- Garner Farms Master Development Plan
- Harmony A-13, A-14, and A-16 Site Plans
- Les Schwab Rezone
- Overland Village 2B Preliminary Plat
- UTA Park and Ride Site Plan
- DAI update on Firefly development – 1 hour work session item (after legislative session finishes)

Code Amendments

- Disposal of City Property
- Drive-Thru Regulations
- Off-Street Shared Parking Agreements for Non-Single Family
- Residential Zone Land Use Table
- Right-of-Way Illustrations

Other Items

- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Report on Overlay Zone

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

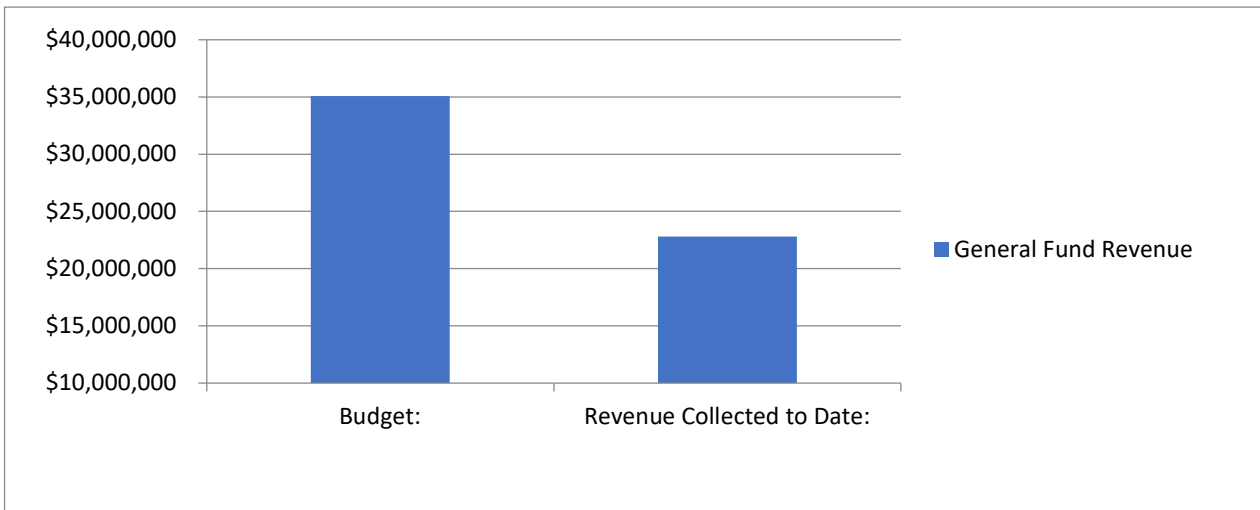
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through January 2025

GENERAL FUND

General Fund Revenues

Budget: \$ 35,062,059
Revenue Collected to Date: \$ 22,807,794
Percent of Total Budget Collected: 65%
Percent of Year Completed: 58%

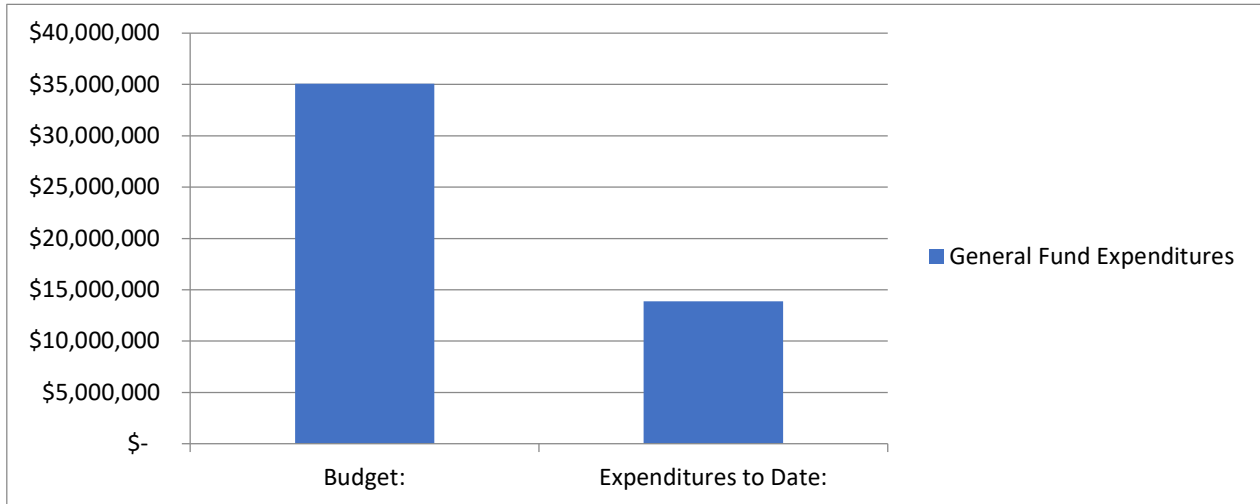


Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Property Taxes	\$ 2,916,256	\$ 2,807,296	96.26%
Sales & Use Taxes	\$ 13,512,060	\$ 8,080,487	59.80%
Franchise Taxes	\$ 4,793,798	\$ 3,237,755	67.54%
Licenses and Permits	\$ 32,000	\$ 19,640	61.38%
Planning Building & Eng Fees	\$ 5,191,000	\$ 2,889,990	55.67%
Intergovernmental	\$ 2,607,000	\$ 2,060,893	79.05%
Charges for Services	\$ 241,500	\$ 366,492	151.76%
Recreation	\$ 121,000	\$ 131,070	108.32%
Utility Revenue	\$ -	\$ 6,369	0.00%
Fines & Forfeitures	\$ 15,000	\$ 3,799	25.33%
Other Revenues	\$ 345,500	\$ 469,655	135.93%
Interfund Transfers	\$ 2,601,143	\$ 1,418,501	54.53%
Special Revenues & Resources	\$ 900,000	\$ 1,315,848	146.21%
Use of Fund Reserves	\$ 1,785,802.00	0	0%

General Fund Expenditures

Budget: \$ 35,062,059
Expenditures to Date: \$ 13,879,446
Percent of Total Budget Expended: 40%
Percent of Year Completed: 58%



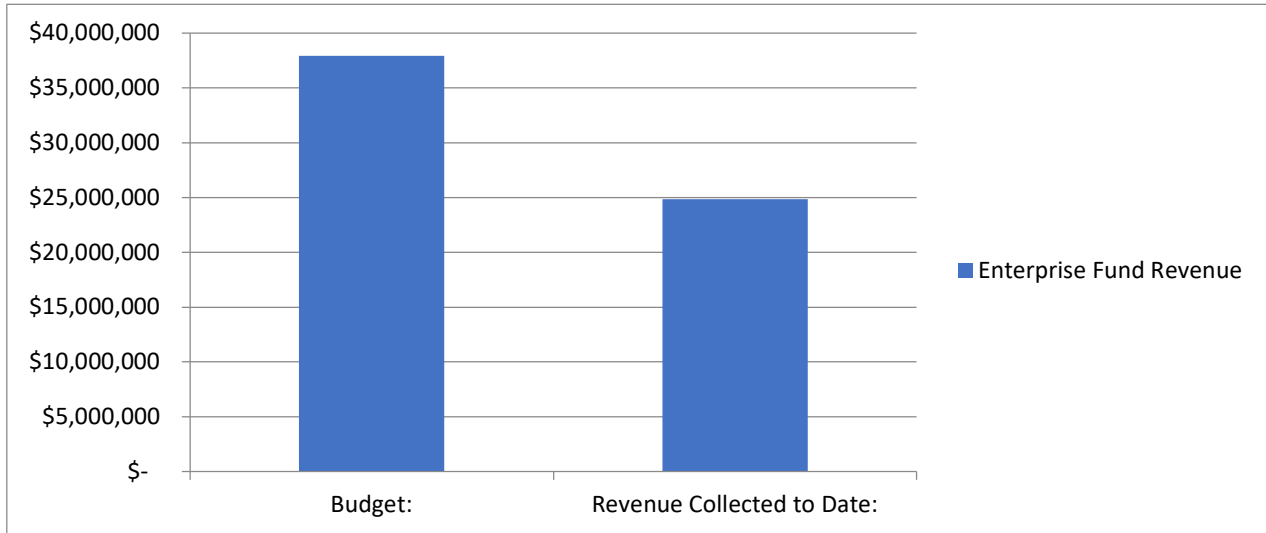
Expense Analysis

				% Yr.	
		Budget	To Date	% Expended	Completed
11	General Government	\$ 5,167,122	\$ 2,884,304	56%	58%
18	Community Services	\$ 5,649,535	\$ 1,123,248	20%	58%
19	General Government	\$ 2,413,883	\$ 1,357,896	56%	58%
21	Public Safety	\$ 7,724,349	\$ 3,038,413	39%	58%
31	Community Development	\$ 362,430	\$ 177,994	49%	58%
32	Community Development	\$ 1,309,027	\$ 768,355	59%	58%
33	Community Development	\$ 1,848,420	\$ 1,203,810	65%	58%
41	Public Services	\$ 8,385,420	\$ 3,325,428	40%	58%
61	Interfund Transfers	\$ 2,201,873.00	0	0%	58%

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 37,933,756
Revenue Collected to Date: \$ 24,836,915
Percent of Total Budget Collected: 65%
Percent of Year Completed: 58%



Revenue Analysis

				% Yr.	
		Budget	To Date	% Received	Completed
51	Water Fund	\$ 18,079,706	\$ 15,147,416	84%	58%
52	Sewer Fund	\$ 15,494,723	\$ 6,959,634	45%	58%
57	Solid Waste Fund	\$ 2,773,384	\$ 1,691,366	61%	58%
59	Storm Drain Fund	\$ 1,585,943	\$ 1,038,499	65%	58%

Fund 51 - Water Fund:

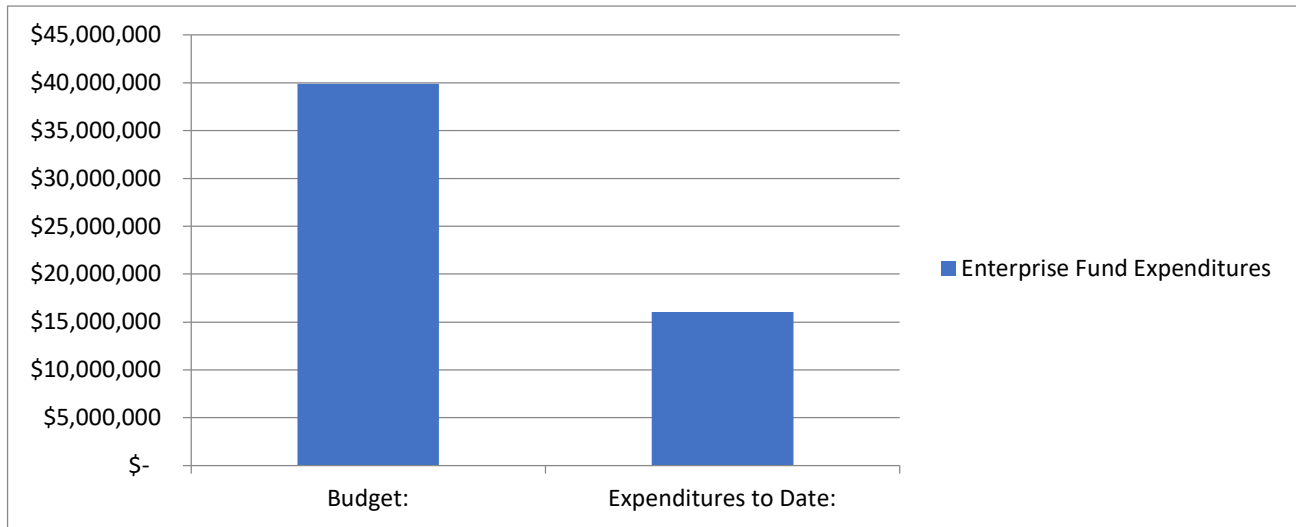
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget: \$ 39,884,048
Expenditures to Date: \$ 16,064,302
Percent of Total Budget Expended: 40%
Percent of Year Completed: 58%



Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
51	Water Fund	\$ 19,064,867	\$ 8,367,511	44%	58%
52	Sewer Fund	\$ 16,123,850	\$ 5,681,017	35%	58%
57	Solid Waste Fund	\$ 2,773,384	\$ 1,472,677	53%	58%
59	Storm Drain Fund	\$ 1,921,947	\$ 543,097	28%	58%

Note:

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 1/31/2024	Committed Balance	Available Balance	Projected Available Balance by 6/30/2025**
11 - Water Impact Fee Fund	\$26,454,346	\$23,522,270	\$2,932,076	\$3,385,076
12 - Wastewater Impact Fee Fund	\$6,363,710	\$3,744,794	\$2,618,916	\$3,743,502
15 - Parks/Trails Impact Fee Fund	\$5,428,073	\$1,250,000	\$4,178,073	\$4,632,457
16- Public Safety Impact Fee Fund	\$1,319,050	\$10,000	\$1,309,050	\$1,796,300
17 -Stormwater Impact Fee Fund	\$3,158,117	\$2,015,300	\$1,142,817	\$1,319,888
18 -Transportation Impact Fee Fund	\$1,848,326	\$4,068,371	(\$2,220,045)	(\$1,332,720)

****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.