



EAGLE MOUNTAIN CITY COUNCIL MEETING

MARCH 18, 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. PRESENTATION - Long-Term Debt Financing Options

1.B. DISCUSSION - General Plan Part 1 Review

1.C. DISCUSSION - Downtown Plan Implementation, Phase 1

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

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

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR ITEMS

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

9. PROCLAMATION

9.A. PROCLAMATION - Proclaiming March 2025 as Multiple Sclerosis (MS) Awareness Month

CONSENT AGENDA

10. BOND RELEASES

- 10.A. Marketplace at Eagle Mountain Town Center Plat 3 - Into Warranty
- 10.B. Overland Village 2 Phase A, Plat 1 - Out of Warranty

11. MINUTES

- 11.A. January 21, 2025 Minutes - Regular City Council Meeting
- 11.B. March 4, 2025 Minutes - Regular City Council Meeting
- 11.C. March 11, 2025 Minutes - City Council Budget Work Session

12. PRELIMINARY PLATS & SITE PLANS

- 12.A. MASTER SITE PLAN - Pinnacles B-3
- 12.B. PRELIMINARY PLAT - Harmony 13
- 12.C. PRELIMINARY PLAT - Harmony 14

13. RESOLUTIONS

- 13.A. RESOLUTION - A Resolution Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy
- 13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, approving the Saddle Junction Development Agreement
- 13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Quest East Master Development Agreement

SCHEDULED ITEMS

14. RESOLUTIONS

- 14.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event

15. FY 2026 BUDGET DISCUSSION

- 15.A. Continued from March 11, 2025, Work Session

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. UPDATE - Legislation from the 2025 General Session

17.B. UPDATE - Legislative Priorities List

17.C. UPDATE - Financial Report

17.D. Upcoming Agenda Items

18. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on March 13, 2025, on the Eagle Mountain City bulletin boards and 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 18, 2025**

TITLE:	PRESENTATION - Long-Term Debt Financing Options
ITEM TYPE:	Presentation
FISCAL IMPACT:	Not Applicable
APPLICANT:	Presented by LRB Public Finance Advisors

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

PUBLIC HEARING

No

PREPARED BY

Kimberly Ruesch, Administrative
Services Director

PRESENTED BY

Kimberly Ruesch

RECOMMENDATION:

Staff recommends that LRB present information and the Council review and give direction on options for debt financing.

BACKGROUND:

During the City Council's Strategic Planning Conference, the Council requested a presentation regarding debt financing options that are available to cities. LRB Public Finance Advisors was recently selected to serve as the City's Municipal Advisor for debt issuance.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. LRB Presentation

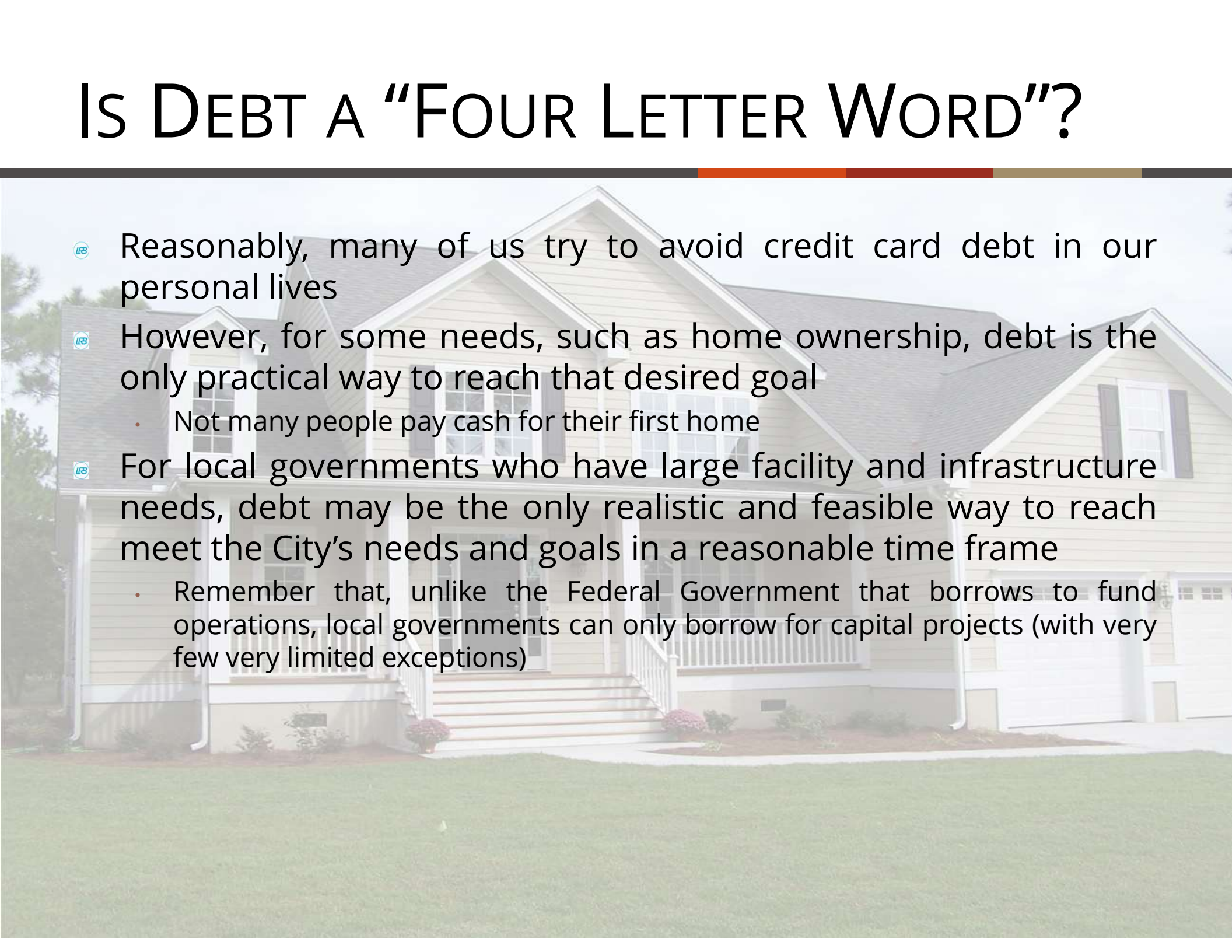
THE BASICS OF MUNICIPAL FINANCE



All You Wanted to Know About Bonds, but Were Afraid to Ask

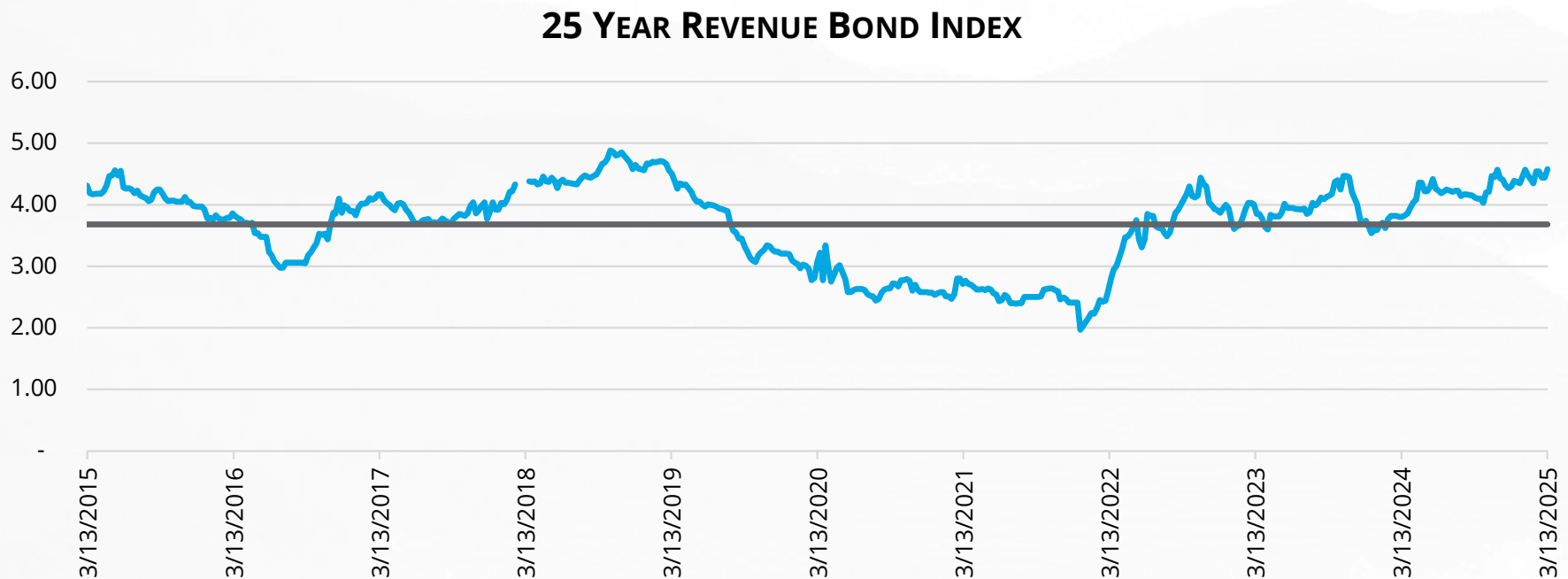
March 18, 2025

IS DEBT A “FOUR LETTER WORD”?

- 
- Reasonably, many of us try to avoid credit card debt in our personal lives
 - However, for some needs, such as home ownership, debt is the only practical way to reach that desired goal
 - Not many people pay cash for their first home
 - For local governments who have large facility and infrastructure needs, debt may be the only realistic and feasible way to reach meet the City's needs and goals in a reasonable time frame
 - Remember that, unlike the Federal Government that borrows to fund operations, local governments can only borrow for capital projects (with very few very limited exceptions)

IS DEBT A “FOUR LETTER WORD”?

- Local Governments currently have the benefit of issuing tax-exempt debt at interest rates significantly below corporate borrowing rates which are frequently below the cost of construction inflation



- Recent corporate example for a project in Ogden where short term rate was north of 10% provides a good comparison

IS DEBT A “FOUR LETTER WORD”?

- ④ Considering Pay-as-you-go vs. Pay-as-you-use
 - May or may not keep up with project demand or needs (systems become too aged)
 - May or may not keep up with construction cost inflation
 - Practical and or Constituent expectations may not be met
- ④ Practical and wise use of debt can help a City to efficiently and effectively achieve its goals.

BASICS OF MUNICIPAL BONDS (BONDS 101)

- ③ Three Broad General Categories of Municipal Bond Types
- ③ “Designer Debt”
- ③ Rating ranges

"THREE" GENERAL TYPES OF MUNICIPAL BONDS

- Municipal bonds generally fall into three broad categories
 - **General Obligation Bonds (aka G.O. Bonds)**
 - **Revenue Bonds**
 - ❑ Standard System Revenues (Water, Sewer, Electric)
 - ❑ Sales Tax / Excise Tax Revenues
 - ❑ Special Revenues (Assessment Districts, Tax Increment)
 - ❑ Public Infrastructure Districts (PIDs)*
 - **Annual Appropriation Lease Revenue Bonds**
 - ❑ Also known as Local Building Authority Bonds or Certificates of Participation (COPS)
 - With the variety of options available there are typically at least two or three ways in Utah that municipal debt can be secured

* PID's are a unique structure and have limited property tax as the revenue stream so in some ways they are like a GO. Given our time constraints I don't have slides to address PIDs but can do so as requested.

GENERAL OBLIGATION BONDS

- Full faith and credit – Access to taxing power
- Lowest rates of interest because of lowest risk to lender
- Any public purpose project can be financed with G.O. Bonds
- Requires majority vote of constituents
- No requirement to fund a debt service reserve fund



GENERAL OBLIGATION BONDS

- ④ Requires majority vote of constituents
 - Initial polls and surveys can help City to determine basic level of support as well as provide some preliminary education.
 - Voter Education
 - ❑ Local government required to provide certain information
 - describe project
 - show what the tax rate increase will be
 - show what it will cost the “average citizen”
 - ❑ Local government cannot spend its resources to promote a ‘vote yes’ campaign. All City circulated information must be neutral.
 - Can provide educational forums, council presentations, open houses etc.
 - ❑ Local government should also consider encouraging the formation of a supporting citizens committee
 - Supporting citizens committees could be comprised of
 - ❖ Public leaders
 - ❖ Interested parties

GENERAL OBLIGATION BONDS

- Actual Election
 - Cost
 - Timing
 - ❑ Pursuant to Utah state law can only be held once a year with General Election
 - ❑ This may have meaningful negative impact on the timing of construction of projects funded with GO bonds
 - If you're ready today (3/18/25) to get underway, a project funded with GO bonds would not be ready to fund and commence construction until next March (3/1/26)
 - Other funding mechanisms could avail funding and construction commencement by mid to end of June 2025

GENERAL OBLIGATION BONDS



General Considerations

- How critical is/are the project(s)
- What type of voter support exists to raise taxes for the project(s)
- If project is critical and lacks constituent support, what will local government do if vote fails

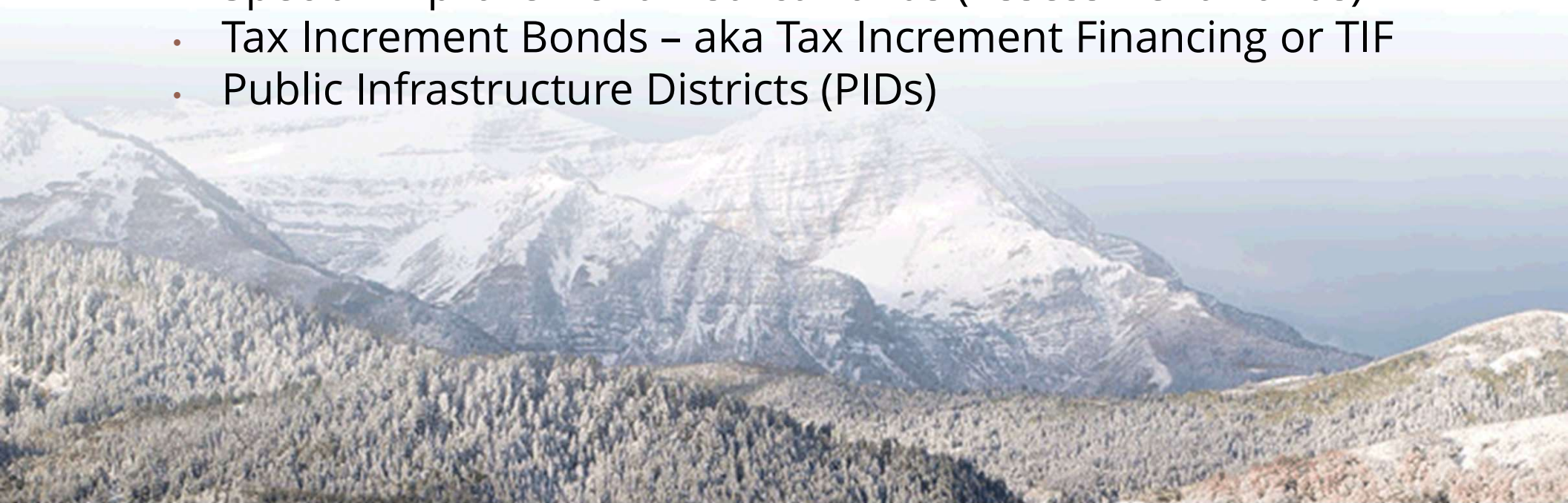


Financing Considerations

- Subject to Statutory Debt Limits
 - 4% of taxable value for general purposes
 - + additional 4% or 8% for water, sewer & lights depending on city size
- How will City pay for Operations & Maintenance (O&M) expenses?
 - May impact the decision to use G.O. Bonds
- Length to maturity – Maximum of 40 years under Utah Law – most however have final maturity dates in the 20-to-30-year range
- General credit strength of the local government

REVENUE BONDS

- ④ Enterprise Fund System Revenue Bonds
 - The 'impact' of impact fees
- ④ Sales / Excise Tax Bonds
- ④ Other Special Revenue Bonds
 - Special Improvement District Bonds (Assessment Bonds)
 - Tax Increment Bonds – aka Tax Increment Financing or TIF
 - Public Infrastructure Districts (PIDs)



REVENUE BONDS

Enterprise Fund System Revenue Bonds

- ④ Can be used to construct new projects or upgrade existing projects
 - Standard uses are for enterprise fund system projects, facilities and equipment
 - Water – Sewer – Storm Sewer
- ④ Bonds are secured by net system revenues which may include, but not be limited to impact fees due to credit considerations
 - Can pledge individual enterprise fund revenues or combine them
- ④ Not subject to voter approval*
- ④ For highly rated cities, like Eagle Mountain, no need to fund a Debt Service Reserve Fund
- ④ Ratings may equal or exceed G.O. rating but interest may still be slightly higher than GO rates
 - Bondholders ONLY have access to the system revenues for repayment NOT the full taxing power of the City

* Unless successful petition forces it to a vote

REVENUE BONDS

Enterprise Fund System Revenue Bonds

- Source of repayment is limited to utility enterprise funds pledged to pay debt service
 - Debt can be structured around anticipated revenues taking reasonable growth and rate increases into account
- City will enter into a covenant to keep rates and expenses coverage but produce a coverage ratio of at least 1.25X
 - For every \$1.00 of debt annually, the net revenues (gross revenues less operating expenses) must equal \$1.25
 - If net revenues are insufficient to meet this requirement, the City pledges to increase rates or reduce expenses
 - Impact fees may be used (IF projects are being funded) to show coverage but are discounted by the rating agencies and bond purchasers due to the unpredictability of the revenue source.
 - If Impact fees are pledged, the covenant required by the rating agency is likely to state coverage must be at least 1x1 without taking impact fees into account
- Bonds may be issued for up to 40 years, but typically we limit repayment to be less than useful life of facility and structure around projected revenues.

REVENUE BONDS

Sales / Excise Tax Bonds

- Can be used to construct new City owned projects or to upgrade existing projects
- Secured by the revenue stream being pledged
- Not subject to voter approval*
- For highly rated cities, like Eagle Mountain, no need to fund a Debt Service Reserve Fund
- Ratings may equal or exceed G.O. rating but interest rates will likely be slightly higher than a G.O. Bond for the same project
 - ❑ Bondholders ONLY have access to the pledged sales tax or excise tax revenues pledged for repayment NOT the full taxing power of the City

* Unless successful petition forces it to a vote

REVENUE BONDS

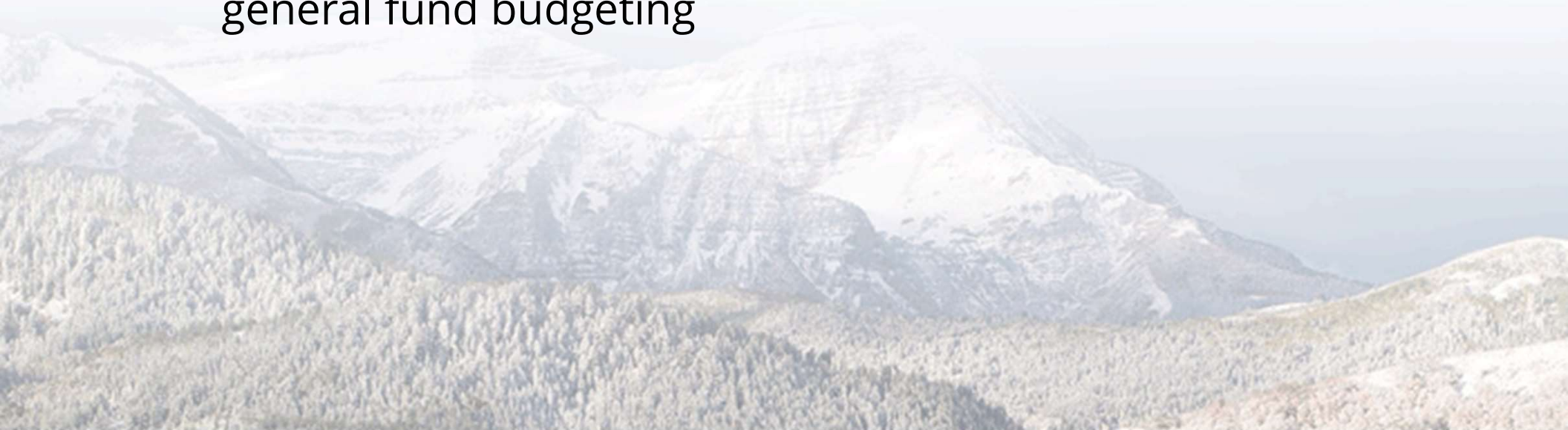
Sales / Excise Tax Bonds *(Continued)*

- Sales or Franchise Taxes (or both) can be pledged
- Class C road revenues generated from municipalities portion of gasoline tax (limited to 10 years pledge)
- Transient Room Taxes
- State law exists that limits legislative ability to impair the sales tax revenue formula to the point it would cause a default on outstanding bonds
- City covenant related to sales tax debt is typically a requirement that you not be able to issue additional sales tax bonds unless you can show 2x debt service coverage.
 - \$2.00 in annual sales tax revenue to every \$1.00 in annual sales tax debt

REVENUE BONDS

Financing Considerations

- Useful life of project improvements
- Finance plan should consider how will repair and replacement and extraordinary repairs be handled?
- Will use of revenues to support annual debt require increase in rates for utility revenue bonds (plan for this in timing to issue bonds)
- How will pledge of sales / excise tax revenues impact City's general fund budgeting



REVENUE BONDS

Special Revenue Bonds

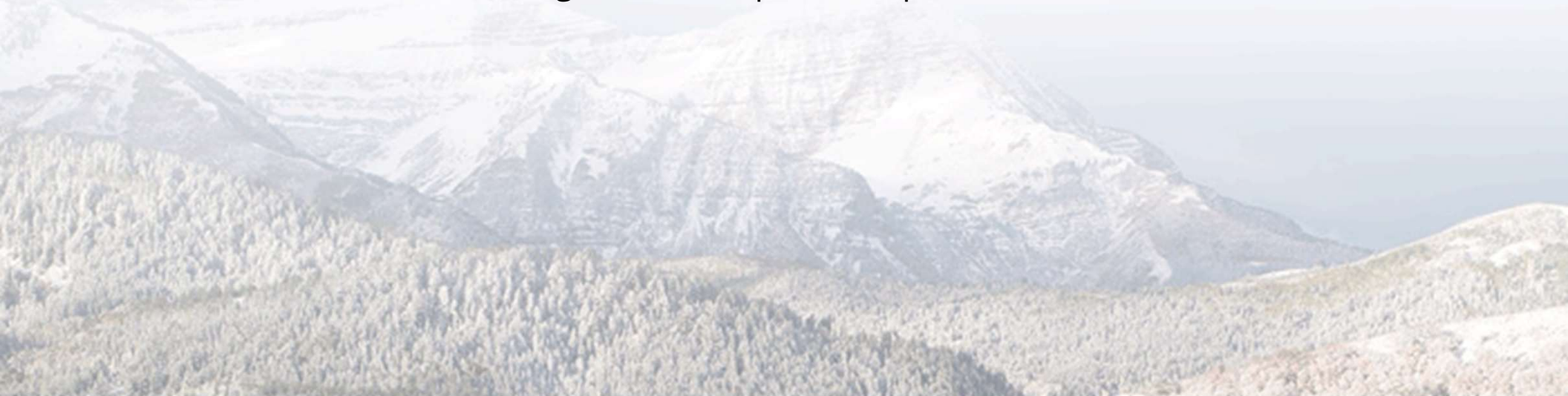
- **Assessment Areas** (formerly known as Special Improvement Districts and Special Assessment Areas)
- Uses:
 - Initially designed for use in installing curb, gutter and streetlights in residential neighborhoods
 - Also frequently used to assist with infrastructure needs in new developments (both commercial and residential)
- Most infrastructure needs can be included (at the City's discretion)

-
- **Tax Increment Bonds** (also known as TIF for Tax Increment Financing)
 - Used to facilitate desired development within the City
 - Broad discretion as to how funds can be utilized. May be used for non-publicly owned projects. (Demolition, developer incentives etc.)

REVENUE BONDS

- **Public Infrastructure Districts** (PIDs) – pledge special limited property taxes when 100% of property owners agree

- Why use these types of Special Revenue Bonds
- Benefits to City
 - ❑ Those benefiting from the improvements pay for them rather than increasing “system” debt
 - ❑ Means of Assisting with development improvements



ANNUAL APPROPRIATION/LEASE BONDS

Annual Appropriation Lease Bonds *(also known as Local Building Authority Bonds, Municipal Building Authority Bonds or Certificates of Participation)*

- Bonds secured by the physical asset or real property being financed (Similar to personal home mortgage)
- Funds can be used for real property acquisition, construction of physical facilities and equipment acquisition
 - Examples
 - ✓ City Hall
 - ✓ Fire Station
 - ✓ Parks and Recreation projects
 - Secured and structured so that under State law these financings are not considered long term debt due to annual appropriation element

ANNUAL APPROPRIATION/LEASE BONDS

Annual Appropriation Lease Bonds *(Continued)*

- Not subject to voter authorization because payments are subject to appropriation every year
- Interest rates will be higher than for G.O. or Enterprise or Sales Tax Revenue Bond for same facility
 - ❑ Would choose to use this mechanism to preserve revenue pledging ability for other possibly more challenging projects that would not be able to be financed with a Lease Revenue Bond
- Financing considerations
 - ❑ Strength of the issuers general fund
 - ❑ Perceived ability to appropriate funds every year
 - ❑ Perceived need for the project (essentiality)
 - ❑ Value of the useful life of the facility
 - ❑ Competitive factors
 - ❑ Aim to avoid “Economic Compulsion to Renew”

“DESIGNER” DEBT

- What is pledged does not have to be the repayment source the City chooses to.
- In the Municipal Bond world, what is pledged doesn't have to be what City uses to repay the debt.
 - Internal finance plan that can be described to the rating agencies, may be different than what you pledge to secure the debt
- City Finance plan can utilize other sources to repay but debt is secured by what is pledged and will be what bondholders come after if there is a default
- Can issue debt that is not strictly level debt service
- Can utilize tools such as capitalized interest
- May need to access funding from various sources to get large or unique projects financed.

IMPACT OF CREDIT RATINGS

- Why are Ratings Important
- Below is a rating scale for GO Bonds published by Thompson Reuters every day the market is open, called the MMD for Municipal Market Data

March 14, 2025					
Number of Years	Year	AAA	AA	A	BAA
1	2026	2.61	2.64	2.70	3.08
2	2027	2.62	2.65	2.75	3.10
3	2028	2.66	2.70	2.80	3.14
4	2029	2.71	2.75	2.88	3.23
5	2030	2.80	2.84	3.00	3.39
6	2031	2.84	2.89	3.07	3.48
7	2032	2.88	2.96	3.14	3.63
8	2033	2.95	3.03	3.24	3.71
9	2034	3.05	3.15	3.38	3.85
10	2035	3.12	3.23	3.47	3.95
11	2036	3.17	3.30	3.54	4.01
12	2037	3.23	3.37	3.62	4.08
13	2038	3.28	3.44	3.69	4.13
14	2039	3.36	3.54	3.78	4.21
15	2040	3.47	3.66	3.89	4.33
16	2041	3.58	3.77	4.01	4.44
17	2042	3.69	3.89	4.12	4.55
18	2043	3.80	4.00	4.23	4.67
19	2044	3.89	4.10	4.32	4.75
20	2045	3.97	4.18	4.41	4.85

EAGLE MOUNTAIN'S OUTSTANDING RATINGS

- Rating Agencies look at multiple factors in determining rating
- Eagle Mountain's Outstanding Ratings

Bond Type	Rating Agencies	City Ratings
Water, Sewer, and Storm Water	S&P/Moody's/Fitch	A+/NR/AA
Sales Tax Revenue	S&P/Moody's/Fitch	AA+/NR/NR
Special Assessment	S&P/Moody's/Fitch	AA-/NR/NR

CONCLUSION

- ④ Under Utah law, Cities have several ways to finance projects it deems beneficial to its constituents
 - Where there's a will there is a way
- ④ Highly rated municipal bonds have lower interest rates than commercial debt
- ④ Eagle Mountain's debt is highly rated
- ④ All available financing alternatives should be explored and best financing determined based on the desired outcome taking longer term matters into account
- ④ Both small and large projects can be funded

CONTACT INFORMATION

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Phone: (801) 201-6842





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	DISCUSSION - General Plan Part 1 Review
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

No

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Staff recommends the City Council provide feedback on the first chapters of the draft General Plan update along with the Vision Statement.

BACKGROUND:

Planning Staff have begun drafting the first few chapters of the General Plan, including the following:

1. Introduction to the General Plan Process,
2. Community Identity, and
3. Framework for the Future.

These chapters include the thoughts of the General Plan Working Group (a group of residents, many of whom have technical expertise in a field related to the General Plan and Planning in general).

After these chapters were drafted, they went to the Planning Commission for feedback. Staff included a brief summary of their comments. This is the first draft, and these chapters will continue to be developed and informed through the ongoing General Plan update process.

ITEMS FOR CONSIDERATION:

Staff requests City Council feedback on the following:

1. First chapters of the proposed General Plan, including Planning Commission feedback, and
2. The General Plan vision statement, as drafted by Staff

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission has reviewed this item and their comments are provided.

ATTACHMENTS:

1. 1-Introduction to the General Plan Process (to CC and PC)
2. 2-Community Identity Element Draft (to CC and PC)
3. 3-Framework for the Future (to CC and PC)
4. PC Feedback on Draft Chapters 1-3, General Plan, 3.11.25
5. Primer for General Plan Vision Statement (to council, 3.11.25)

1 – Introduction to the General Plan Process

Introduction

In a short time, Eagle Mountain has ascended from a few scattered homes in the Cedar Valley to one of the fastest-growing cities in America. Inspired by its Western heritage, this modern-day frontier community is uniquely positioned to capitalize on its natural and rustic beauty, location near the center of the Wasatch Front, large and rapidly growing population, and existing and ongoing partnerships with major players in the technology sector. At this critical juncture in the City's young history, it is important that the City ensures it has a proper foundation (vision, goals, objectives, and policies) to ensure sustained and appropriate growth and success while staying true to its western roots and preserving its wide-open way of life. This General Plan articulates how Eagle Mountain City will accomplish all of this and so much more.

What Is the General Plan

The Eagle Mountain General Plan articulates the community's vision and values and provides guidance on how the City will look, feel, and function, as well as how it will provide services and manage resources.

The ideas in this General Plan provide a means to diversify economic growth, plan for robust infrastructure networks, maintain a unique reputational evolution, promote proactive generational planning, ensure environmental stewardship, and enhance services to the community (Eagle Mountain Strategic Goals).

The plan is long-range in nature, but includes short to mid-term planning as well, which function as a crucial foundation for working toward the long-range vision.

The General Plan is a comprehensive policy document used to guide the City in decisions related to its future growth and change. In broad terms, the General Plan aims to map out and communicate Eagle Mountain's future based on an actionable, shared vision of the community. The plan guides future growth and establishes the framework for the physical, social, and economic development of the City.

Why Do We Have a General Plan

The General Plan serves as an advisory document guiding the City's growth and development. While not regulatory, it sets the framework for decision-making and must align with enforceable tools such as Master Development Plans, zoning ordinances, and subdivision regulations. To be effective, the City's ordinances should be updated to reflect the General Plan.

As required by Utah Code (Title 10-9a Part 4), this General Plan includes the following mandatory elements: land use, transportation, moderate-income housing, and water use and preservation. Beyond these required elements, the plan incorporates additional components commonly included in municipal general plans.

From both a visionary and practical perspective, the General Plan establishes a decision-making framework,

promoting transparency and ensuring consistency in managing growth and change. It educates residents and stakeholders on the City's long-term goals, offering insight into how decisions support the community's vision. A clear, well-structured plan enables landowners, businesses, and residents to make informed decisions regarding their properties while understanding the rationale behind planning policies.

The General Plan Process

Eagle Mountain planning staff worked with many residents and local groups to draft an accessible, comprehensive, and community-driven General Plan. The process began with an extensive survey, with by almost 1,400 responses, to develop an extensive understanding of the community's needs and desires, providing a foundation for a successful process and final document.

Over several months, staff conducted numerous focus groups, each one informing the various aspects and details of the General Plan. Public outreach efforts resulted in staff receiving honest and illuminating feedback about what the City should work towards in the future. The Working Group then helped staff shape the insights from the public outreach and focus groups into a draft of the General Plan outline. This draft, along with the City's many current plans for parks, transportation, etc., informed the goal and strategies for the new General Plan.

Throughout 2025, plan drafts have undergone extensive revisions, which have helped bridge ideological gaps, refine current policies, and create a General Plan that Eagle Mountain and its residents can be proud of for years to come.

The Big Picture

The Plan is designed and structured for use by all community members as a decision-making framework for public and private development projects and programs. The 2025 General Plan will guide Eagle Mountain forward with a community-based plan that reflects a long-term, strategic view of growth and change while maintaining the values and small-town charm that make Eagle Mountain an attractive community.

The plan includes individual elements such as housing, transportation, economy, parks and recreation, and land use, but these must share a collective vision for Eagle Mountain's future. The elements do not function independently; in actuality they are interconnected and what occurs with one will usually affect another.

Who Will Use the Plan and How

The General Plan will be a valuable resource for City residents, professionals, City staff, advisory boards, and the City Council. The general public and City will use the Plan as a user-friendly citizen's guide of the big picture – the vision and principles that are the foundation of the Plan and the main initiatives and priorities that are the means for achieving the vision. City staff and officials will use it to evaluate proposals, policy changes, and implementation of projects.

The General Plan provides a means for aligning the efforts of different City departments, boards, commissions, and the council toward achieving the City's overall vision.

2 – Community Identity

Overview

Eagle Mountain City is a unique and thriving community defined by its strong sense of identity, connection to nature, and commitment to preserving small-town values while accommodating responsible growth. This chapter provides a panoramic exploration of the elements that make Eagle Mountain special—its rustic history, picturesque open spaces, family-centered culture, engaged residents, and strong community. By documenting and elevating the voices of residents and the values they cherish, this chapter establishes a foundation that will guide future planning efforts to ensure that growth enhances rather than diminishes what makes the City exceptional.

Community Priorities

Analysis of the feedback from community engagement efforts identified key themes and priorities that define Eagle Mountain's identity. Residents place high importance on fostering strong connections and ensuring the thoughtful cultivation of the following:

- **Community:** Strengthening relationships and maintaining City standards for safety and cleanliness.
- **Nature:** Expanding access to parks and trails while preserving natural areas to reduce fire and environmental risks.
- **Travel:** Improving vehicular transportation and other infrastructure to support convenient and efficient commuting to and from the City.
- **Commerce:** Encouraging local economic business growth while enhancing crime prevention in commercial areas.
- **Growth:** Managing development to preserve small-town values while addressing traffic and safety concerns.
- **Elected Officials and Staff:** Building trust through responsive leadership and a commitment to community safety.

Historic Preservation

Eagle Mountain honors its heritage through preservation efforts and community celebrations. Key historic sites, including petroglyph areas, Joe's Dugout, and the Pony Express Trail, serve as reminders of the City's past. The annual Pony Express Days festival strengthens the City's historical connection while providing opportunities for residents to come together in celebration.

Demographic & Economic Context¹

Eagle Mountain has a young and rapidly growing population, with families making up a significant portion of residents. While the City continues to expand, traffic congestion leading to longer commute times is a growing concern and frustration for residents.

Age

AGE GROUP	MALE POPULATION	FEMALE POPULATION
85 years and older	20	28
80 to 84 years	50	151
75 to 79 years	105	88
70 to 74 years	206	108
65 to 69 years	216	377
60 to 64 years	450	328
55 to 59 years	429	417
50 to 54 years	944	712
45 to 49 years	1618	1137
40 to 44 years	1731	1435
35 to 39 years	2118	2406
30 to 34 years	1904	2104
25 to 29 years	1712	2141
20 to 24 years	1591	1372
15 to 19 years	1989	2260
10 to 14 years	2643	2573
5 to 9 years	3264	3512
Under 5 years	3422	3953

Household Size

Average Household Size	4.8
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Income

	Eagle Mountain	Utah
Median Household Income	\$105,576	\$93,421
Persons in Poverty	3.9%	9.0%

Commute

Average Travel Time to Work:	
Eagle Mountain	31.5 Minutes
Utah	22.6 Minutes

¹ Source: U.S. Census ACS

<https://www.census.gov/quickfacts/fact/table/eaglemountaincityutah/AGE135223#AGE135223>

https://data.census.gov/profile/Eagle_Mountain_City,_Utah?g=160XX00US4920810

Means of Transportation

Means of Transportation to Work (Workers 16 Years and Over)	
Mode of Transportation:	Percentage:
Drove Alone	68.9%
Carpool	10.1%
Public Transportation	0.4%
Walked	0.4%
Bicycle	0.1%
Taxicab, Motorcycle, or Other Means	0.5%
Worked from Home	19.6%

Education

High School Graduate or Higher	95.6%
Bachelor's Degree or Higher	38.3%

City Activities

Eagle Mountain fosters a vibrant community through annual events that strengthen connections among residents. These award-winning, inclusive activities provide opportunities for all residents to gather and make memories together.

City Annual Events			
Easter Egg Hunt	Teen Techna Blast & Drone Show	Ties & Tiaras	Silent Santa
Spring/Fall Cleanups	Independence Day Celebration	Halloween Town	Farmers Market
Pony Express Days Celebration	Movies in the Park	Adaptive Trick-or-Treat	Shop Fest
Pony Express Days Rodeo	Summer Bash & Laser Show	Turkey Trot	
Food Truck Rally	Back-to-School Social	Christmas Village	

Dedication to Excellence

Eagle Mountain City staff and leadership strive for excellence through innovative programs and a commitment to service.

CC Meeting	Award	Recipient(s)
01-21-2020	Volunteer Awards from the Lt. Governor's Office in Partnership with the Utah Commission on Service and Volunteerism	Dave Becar Anjanel Larsen Bill Lindsay Joye Roberts
09-21-2021	2020 Outstanding Special Event for Silent Santa - Presented by LeAnn Powell, URPA Executive Director	Events Department

09-21-2021	2020 Outstanding Department - Presented by LeAnn Powell, URPA Executive Director	Parks & Recreation
03-15-2022	Rural Water Association of Utah Wastewater Operator of the Year	Brody Kinder
04-19-2022	Outstanding Adaptive Program for Adaptive Trick-or-Treating - Presented by Bronco Hunter of UPRA	Events Department
02-07-2023	PRCA Wilderness Circuit Best Small Rodeo of the Year – 2022, 2023, & 2024	Pony Express Events
09-09-2024 (web)	First Place – City-County Communications & Marketing Association Savvy Awards – Best Brand/Logo	Eagle Mountain City
09-09-2024 (web)	Second Place – City-County Communications & Marketing Association Savvy Awards – Best Educational Video Content	“Living with Wildlife” video
02-18-2025	APWA Outstanding Public Works Inspector of the Year	Marty Bahr

Spirit of Service

Community Organizations

Eagle Mountain City recognizes the impact and importance of citizen service in the community through promoting and partnering with local nonprofit and community organizations.

Organizations	
American Legion Post 111	Eagle Mountain Nature and Wildlife Alliance
Benjamin Lyne's "I Believe in You" Running Events	Friends in Need Animal Sanctuary
Cheer Rider Tiffany Ulmer	Mountain Bike Team
Eagle Mountain Arts Alliance	Pony Express Events
Eagle Mountain Chamber of Commerce	Pony Express Pageant
Eagle Mountain Community Theater	Red Cross Blood Drives
Eagle Mountain Kestrel Project	Wyatt's Comfort Bundles Foundation

Advisory Boards

Residents assist elected and appointed officials and staff with activities and programs through volunteering on advisory boards.

Advisory Boards	
Cemetery Advisory Board	Parks and Recreation
Library Advisory Board	Senior Citizen Advisory Board
Military and Veterans	Youth Council

Harmony with Nature

As an emerging outdoor recreation destination, Eagle Mountain City implements strategies and regulations to preserve open space. Residents actively enjoy high-quality parks, amenities, and an expanding trail network that will connect throughout the City and to neighboring areas. They embark on outdoor adventures a few minutes from their doorstep on foot, bike, motorcycle, ATV, and horseback. To protect these natural assets, the City maintains wildlife corridors, enforces dark sky policies, and safeguards ridgelines. Additionally, it upholds state and local regulations to preserve agricultural land and support animal rights.

Education

Library

As a vital community resource, the Eagle Mountain Library provides highly valued and utilized programs and materials.

Library Usage Data for 2024			
Total Card Holders	18,975	Digital Item Circulation	123,514
New Card Registration	3,046	Programs Offered	359
Physical Item Circulation	207,685	Attendance at All Programs	14,481

Popular Library Programs		
Story Time	Lap Time	Summer Reading
Play & Learn	STEAM Club	Adult/Teen Programs (book club, thread & yarn club)

Diversity in Education

Eagle Mountain supports a diverse educational landscape, offering public schools, charter schools, and a strong homeschooling network. The City has partnered with Cedar Fort, Fairfield, and Saratoga Springs to establish a new school district to ensure that educational infrastructure and funding allocations align with the unique educational challenges and needs associated with the rapid growth of the Cedar Valley and its high youth population.

Land Designation

The Future Land Use Map designates and preserves areas within the City for the establishment of future college campuses and other educational opportunities, such as teaching medical facilities.

Arts and Culture

Art plays a defining role in a city's identity. Artists have contributed public art installations to the community, including the Angel Garden statue in the Pony Express Memorial Cemetery, the artwork on the recycling receptacle at Cory Wride Memorial Park, and the eagle monument located at the Eagle Mountain Boulevard gateway to the City. In addition to supporting local art community groups, on September 17, 2024, the City Council adopted a

municipal code change that will allocate 0.25% of capital improvement and large construction project budgets to public art beginning in July 2025. This decision reflects a commitment to City beautification and cultural enrichment.

Conclusion

This chapter highlights the core attributes that make Eagle Mountain City unique and desirable. These themes will be explored throughout the General Plan in greater detail and preserved and enhanced through specific goals centered around the qualities residents value most. By prioritizing connectivity, sustainability, and responsible growth, Eagle Mountain will continue to be a place where community and nature thrive together.

DRAFT

3 - Framework for the Future

Strategic Planning Overview

Strategic planning is essential for shaping a city's future, guiding decision-making, and optimizing resource allocation. Effective planning anticipates challenges, leverages opportunities, and enhances residents' quality of life while fostering economic growth and sustainability.

The process involves key steps:

1. **City Council** establishes the vision and mission, defining the organization's long-term aspirations and fundamental purpose.
2. **City Manager** identifies core values that shape organizational culture.
3. **Strategic Goals**, crafted by the City Council every three to five years, serve as a roadmap for advancing the City's vision while upholding its mission.
4. **Department Heads** create one—to two-year objectives that serve as milestones for these goals, with annual actions in place to track progress.
5. **Performance Measures** track and assess the effectiveness of goals, objectives, and actions, ensuring alignment with the strategic plan and allowing for adjustments.

This structured approach ensures efficient resource allocation and consistent progress monitoring.

In 2022, the Eagle Mountain City Council initiated the development of a new vision statement and strategic goals, engaging in a vision conference, strategic planning training, a SWOT¹ analysis, staff meetings with Council members, and a strategic planning conference. The City Council approved the current vision statement and six strategic goals in November 2022.

In 2023, the City Council provided staff with direction concerning strategic objectives and actions to advance these goals. Staff developed 37 objectives, which were integrated into the City's FY 2024-25 Budget in 2024. These objectives and actions, expected to be completed within 1 to 3 years, are detailed in the Strategic Planning Appendix.

During City Council meetings, the Director of Legislative Affairs reviews progress on implementing the strategic goals. Councilmembers add items to their Legislative Priorities list as merited as a furtherance of their efforts to complete the objectives necessary to achieve their vision for the City.

¹ A SWOT analysis evaluates a city's Strengths, Weaknesses, Opportunities, and Threats. It helps leaders build on strengths, address weaknesses, seize opportunities, and mitigate threats, ensuring sustainable growth and an improved quality of life.

Strategic Vision

Eagle Mountain is a safe, growing city with a small town feel that serves families and individuals by creating reliable services and infrastructure, cultivating economic and recreational opportunities, and harmonizing protected space with the flourishing of all life.

Mission

The mission of Eagle Mountain City is to provide quality services, facilities, and opportunities that relate, sustain, and enhance a safe, livable, and dynamic community for its residents, businesses, and visitors.

Core Values

Health and Safety

- We treat the health and safety of Eagle Mountain City employees, business owners, and residents as our top priority.
- Prevention and education are the keys to maintaining a safe workplace.

Service

- We serve the residents of Eagle Mountain to the best of our ability with positive professionalism and aim to be reliably responsive.

Innovation

- We innovate as individuals and teams to creatively solve problems, enhance our capabilities, and maximize the impact of our efforts on addressing the needs of the residents.

Efficiency

- We maximize the use of public funds through constant communication and coordination between teams, managing our time well, and dependably doing the most with what we have in the best way we can do it.

Sustainability

- We seek out, develop, and employ sustainable resources and practices to maintain the long-term well-being of our environment and the cultural and economic vitality of the city.

Accountability and Trust

- We are fully accountable to the residents of Eagle Mountain and seek to earn their trust through frequent communication and dissemination of easily consumable information.

Strategic Goals

Diverse Economic Growth

Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded tax base, convenient access for all residents to essential goods and services, and growth of employment opportunities for workers at any stage of their careers.

Robust Infrastructure Networks

Eagle Mountain has expanded its infrastructure capacities to comfortably accommodate the demands of a larger population by improving transportation connections and infrastructure standards alongside state and regional partners, augmenting network capabilities, and implementing maintenance and replacement programs for all infrastructure.

Unique Reputational Evolution

Eagle Mountain is known and respected for its commitments toward, and achievements in, meeting the expectations of residents through efforts to embrace its family-centric and rural heritage, engaging in creative solutions to address resident needs, and its contributions to the prosperity of the state.

Proactive Generational Planning

Eagle Mountain is a balanced, intergenerational city that has proactively managed its growth, resulting in quality home-ownership opportunities for residents; a redundant and reliable water supply; and gathering places and amenities that provide for the social, educational, recreational, and health care needs of its residents.

Interactive Environmental Stewardship

Eagle Mountain has interlaced the preservation of the natural environment; the protection of native wildlife; and the promotion of outdoor recreation through the expansion of permanent, convenient, and interconnected trail networks; conservation of open spaces and natural features; and protection of historic sites significant to our heritage.

Dynamic Service Enhancement

Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.

Planning Commission Feedback

Chapters 1-3

March 11, 2025

During the March 11, 2025, meeting, the Planning Commission recommended the following changes to the drafts of General Plan Chapters 1 to 3:

1. Vision Statement:
 - a. Add outdoor recreation and agriculture.
2. Introduction:
 - a. One Commission was against using “small-town” as a modifier due to the growth of the City. Other Commissions disagreed with the suggestion.
3. Community Identity:
 - a. Split the Harmony with Nature section into two paragraphs with one focusing on wildlife and agriculture rights and the other on outdoor recreation.
 - b. Add a sentence specific to mountain biking to the outdoor recreation paragraph.
 - c. Mention adjacency to BLM land as a benefit for the City.
 - d. Provide links in the General Plan to the City website or other documents where the applicable information will continue to be updated.
 - e. Update the name of the Eagle Mountain Chamber of Commerce to Valley Crossroads Chamber of Commerce.
 - f. Add statistics about the City’s youthful demographics in comparison to other areas.
 - g. Include the City’s focus on economic development and infrastructure improvements.
4. Framework for the Future
 - a. Clarify in the Strategic Planning Overview that the City Council establishes a vision and mission for the City as a whole and not only for the City Council.

Primer for General Plan Vision Statement

Eagle Mountain is a beautiful, wide-open city that embraces its western roots while looking toward a bright future of measured growth and technological advancement. As a prudent steward and cultivator of its resources and opportunities, Eagle Mountain wisely manages its water and land, economic opportunities, while nurturing a family friendly culture, to become a lifestyle and technological leader in Utah.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	DISCUSSION - Downtown Plan Implementation, Phase 1
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
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

Steve Mumford

RECOMMENDATION:

Staff recommends that the City discuss Phase 1, implementation of the Downtown Plan.

BACKGROUND:

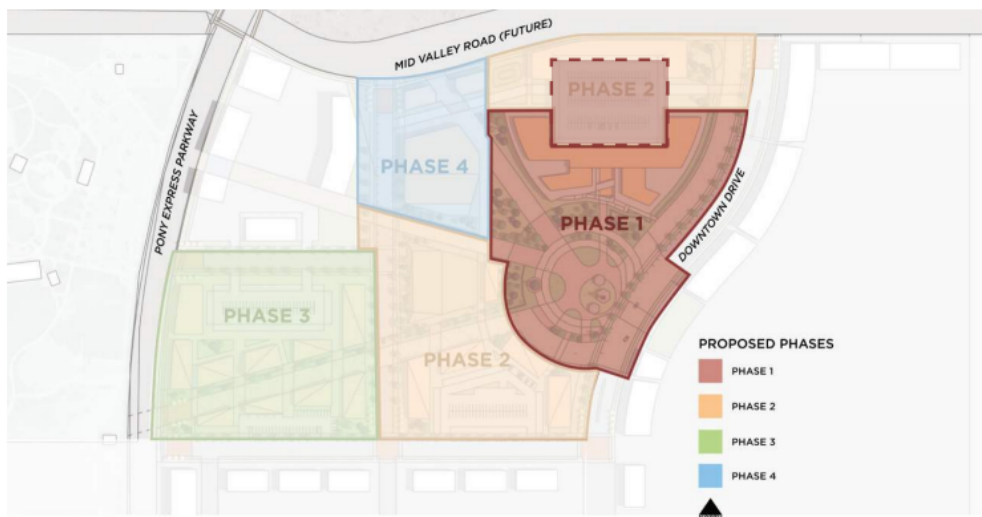
The City Council recently approved the Eagle Mountain Downtown Plan, produced by a combination of consultants let by MHTN (also including Kimley-Horn and Leland Consulting Group). We are now ready to move to implementation of the plan.

The Downtown Plan recommends that Phase 1 of the implementation should focus on the heart of the plan with the development of the Basecamp Plaza and adjacent civic buildings, including a City Hall and Library. According to the plan, these projects have the opportunity of encouraging the rest of the district to further develop and to set the standard for the quality of development that is desired. It states that this project will have a substantial cost; however, its benefits are crucial to realizing the vision for the Downtown Plan. The recommended Phase 1 projects include:

- Construct MidValley Road between Pony Express Parkway and Downtown Drive
- Construct Downtown Drive
- City Hall and surface parking
- Library
- Basecamp Plaza

The City Council approved funding in the current budget for an architectural design of City Hall. This was informed, partially, by the recently completed Eagle Mountain Facilities Master Plan, which recommended that a new City Hall be built in the very near future to accommodate the growing number of city employees. This is a direct result of the significant and rapid growth of the City. The City currently leases office space for several departments (Finance, Building, Planning, Neighborhood Improvement) and houses other departments in trailers (Water, Special Events, Seniors). The Library is also much too small for a city the size of Eagle Mountain, and much smaller

than the recommended size (and materials available) by the State Library Board.



PHASE 1

Phase 1 focuses on the heart of the Downtown Plan with the development of the Basecamp Plaza and adjacent civic buildings including a City Hall and Library. These projects have the opportunity of encouraging the rest of the district to further develop and to set the standard for the quality of development that is desired. This project will have a substantial cost; however, its benefits are crucial to realizing the vision for the Downtown Plan. Other projects that could be created during Phase 1 could be temporary, low cost, but have a high impact.

Phase 1 Site and Landscape Projects:

- Construct Mid Valley Road between Pony Express Parkway and Downtown Drive
- Construct Downtown Drive
- City Hall and surface parking
- Library
- Basecamp Plaza

ITEMS FOR CONSIDERATION:

This discussion is to gather feedback, ideas, and direction from the Mayor and Council so Staff can draft an RFQ (Request for Qualifications) to hire consultants to prepare an architectural and engineering design for Phase 1 of the project, including City Hall, and the Library. Once the RFQ is awarded, there will be many more opportunities for the Council to provide feedback and ideas. This is just the initial discussion to kick things off. Staff also plans to discuss funding options for the construction of Phase 1 in the meeting.

Council - please come prepared to the meeting with your own ideas and recommendations based on the following questions:

- What should be included in this first phase of construction? Should it be the items identified in Phase 1 of the Downtown Plan (City Hall, Library, Basecamp Plaza, parking lot, roads), or a modified Phase 1?
 - Consider: the look of the northern side of the building without the parking garage; the look of the parking garage without the office/retail building; and the economic benefit of including retail buildings in the first phase vs the potential cost.
- What unique uses should be included in the City Hall / Library building (besides standard employee offices, council chambers, etc.)?
- Consider: public-centered uses, such as a 1st-floor cafe or restaurant; upper-floor reception area or large meeting area with views of the valley & mountains; public space; public market;

public art; recreation; other uses.

- How many stories/floors are appropriate for the City Hall / Library building?
 - Consider: Saratoga Springs City Hall will be 4-stories; Millcreek City Hall is 6-stories (with two floors mainly dedicated for public uses); Orem's new City Hall will be 3-stories; Provo's City Hall is 5 stories, and Lehi's new City Hall is 3-stories.
 - Consider: Nearby commercial and residential areas may include offices, hotels, apartments, etc. that are up to 4-stories.
 - Consider: The Downtown Plan recommends 3-5 stories for the City Hall / Library.
- Are there any architectural themes or styles that the City Council would like incorporated into the design?
 - Consider: Staying true to the City's branding of a modern growing city that is connected with nature and outdoor recreation; daylight; wood; metal; stone; etc.
- Is the City Council prepared to move forward with acquiring the ROW needed for this section of MidValley Road?
 - Consider: A plat has already been prepared for this road, among others, in the Overland area, and progress could be made quickly to acquire the needed ROW.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

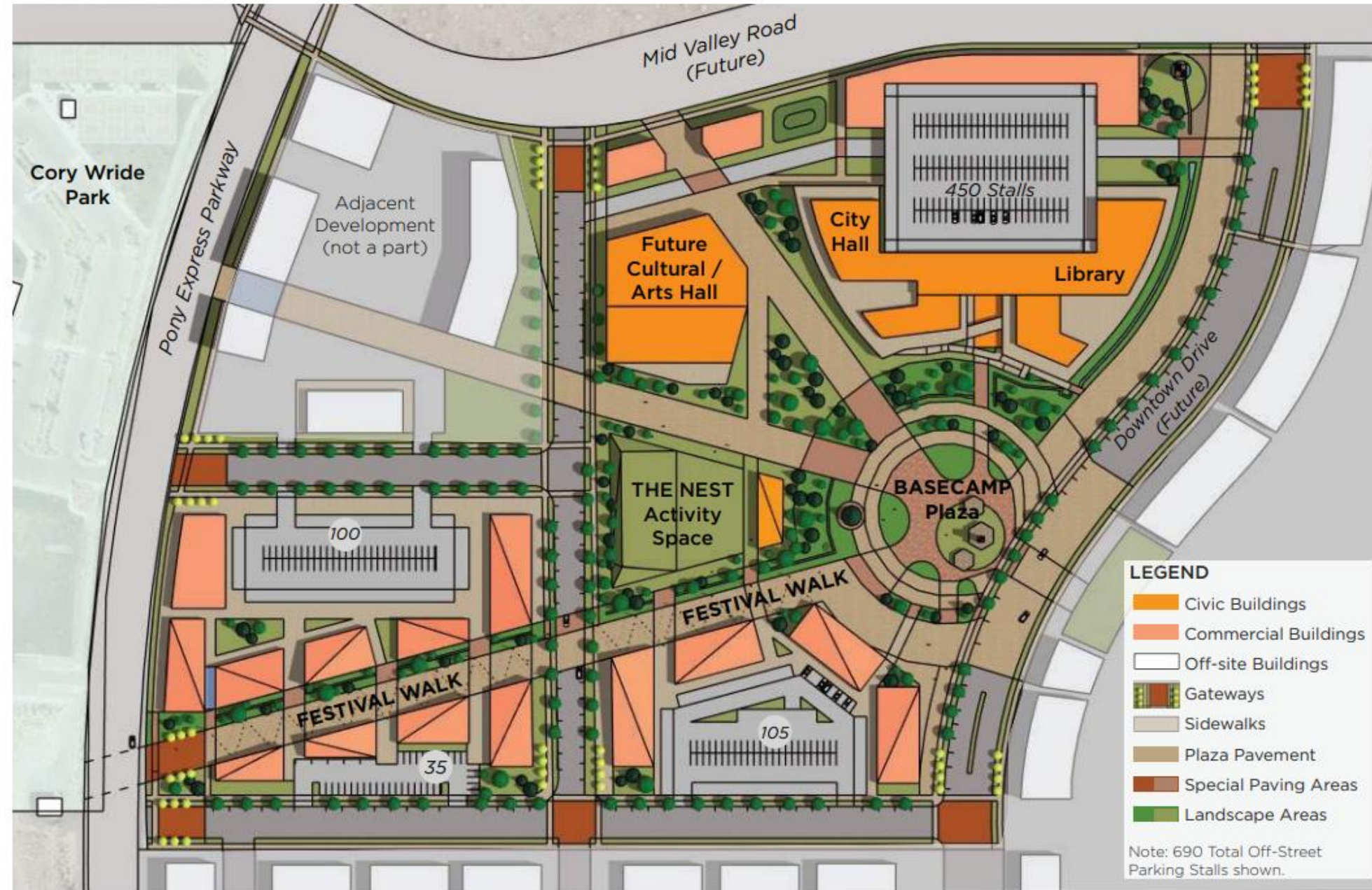
1. Downtown Implementation Phase 1

Downtown – Phase 1

An Implementation Discussion



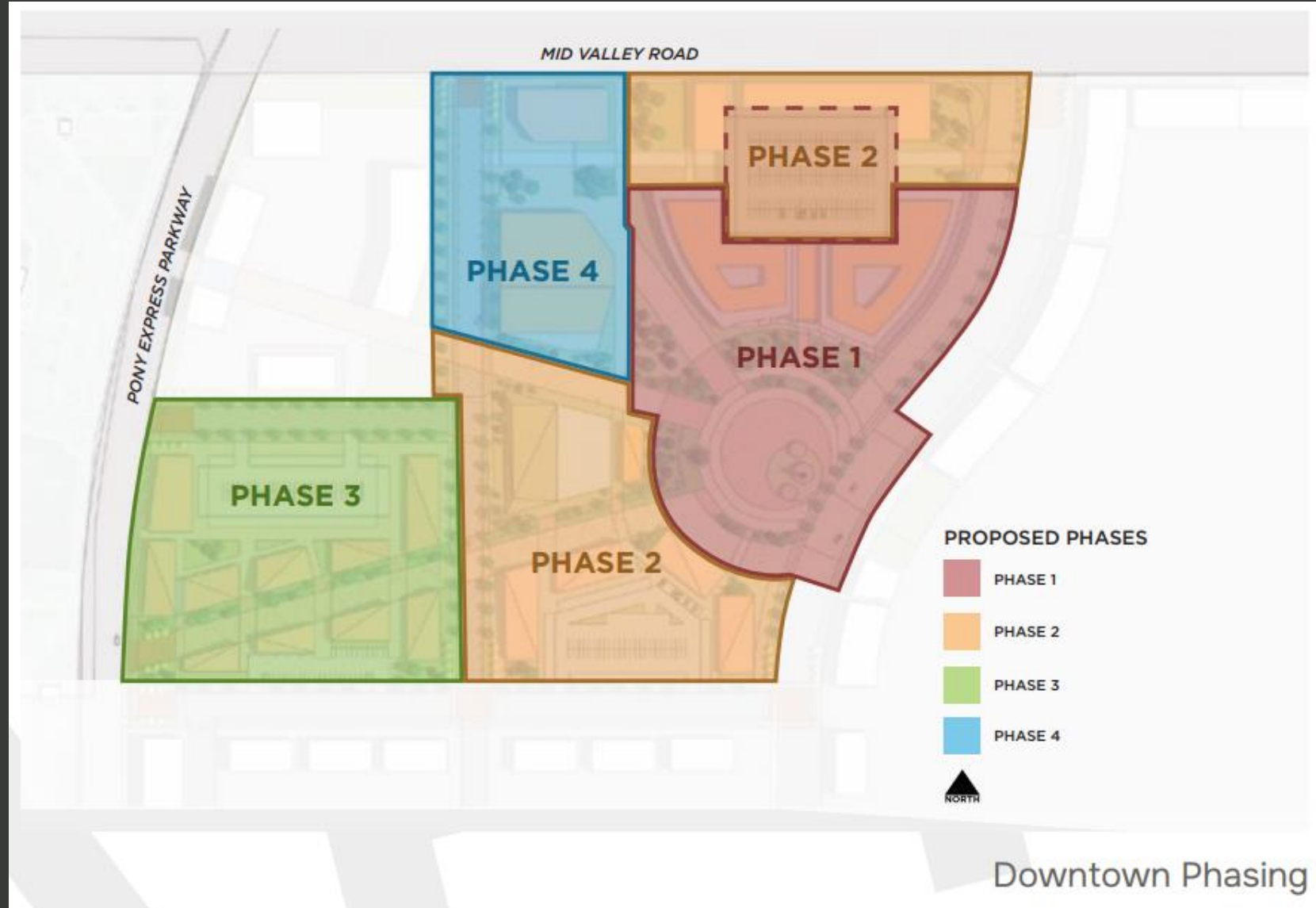
DOWNTOWN CONCEPT PLAN



Downtown Concept Site Plan



Phasing

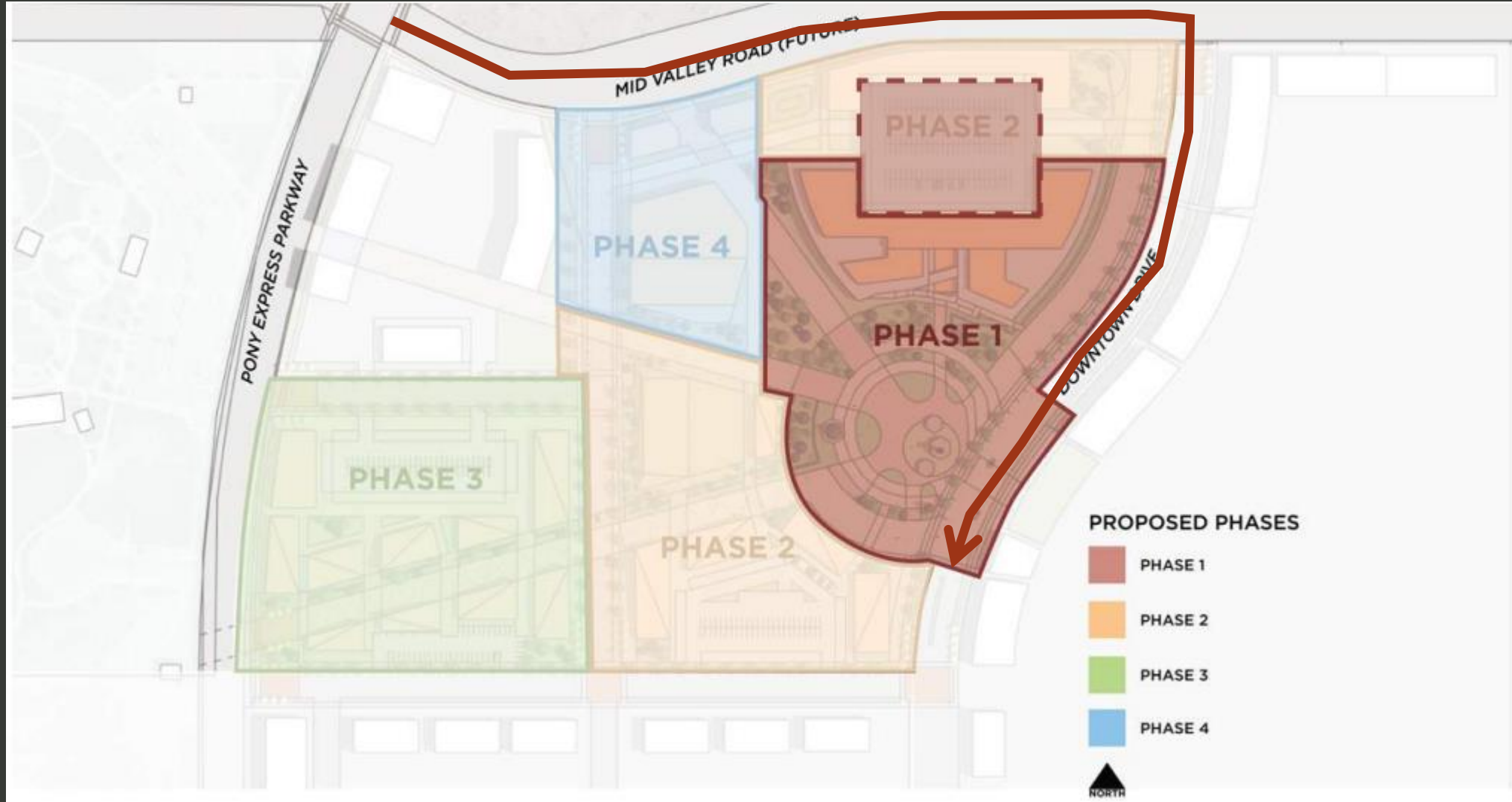


Phasing

Phase	Project	Public Sector Cost	Impact	Coordination/ Partnerships	Near Term Considerations (1-3 years)	Medium Term Considerations (3-5 years)	Long Term Considerations (5-10 years)
PHASE 1							
1.a	Construct a section of Mid Valley Road and pedestrian crossing	Medium	High	MAG, Public Works	Initiate RFP for Design and construction. Complete design. Construct.	Maintain	Maintain
1.b	Construct Downtown Drive	Medium	High	Public Works, Developers	Initiate RFP for Design and construction. Complete design. Construct.	Maintain	Maintain
1.c	City Hall / Library	High	High	City Departments	Initiate RFP for Design and construction. Complete design. Construct.	Maintain	Maintain
1.d	City Hall Surface parking lot	Medium	High	Public Works	Initiate RFP for Design and construction. Complete design. Construct.	Maintain	Maintain
1.e	Library	High	High	City Departments, Community Groups, Public/Private	Initiate RFP for Design and construction. Complete design. Construct.	Complete construction, maintain	Maintain
1.f	Basecamp Plaza	Medium	Medium	City Departments, Parks and Recreation	Initiate RFP for Design and construction. Complete design. Construct.	Complete construction, maintain	Maintain

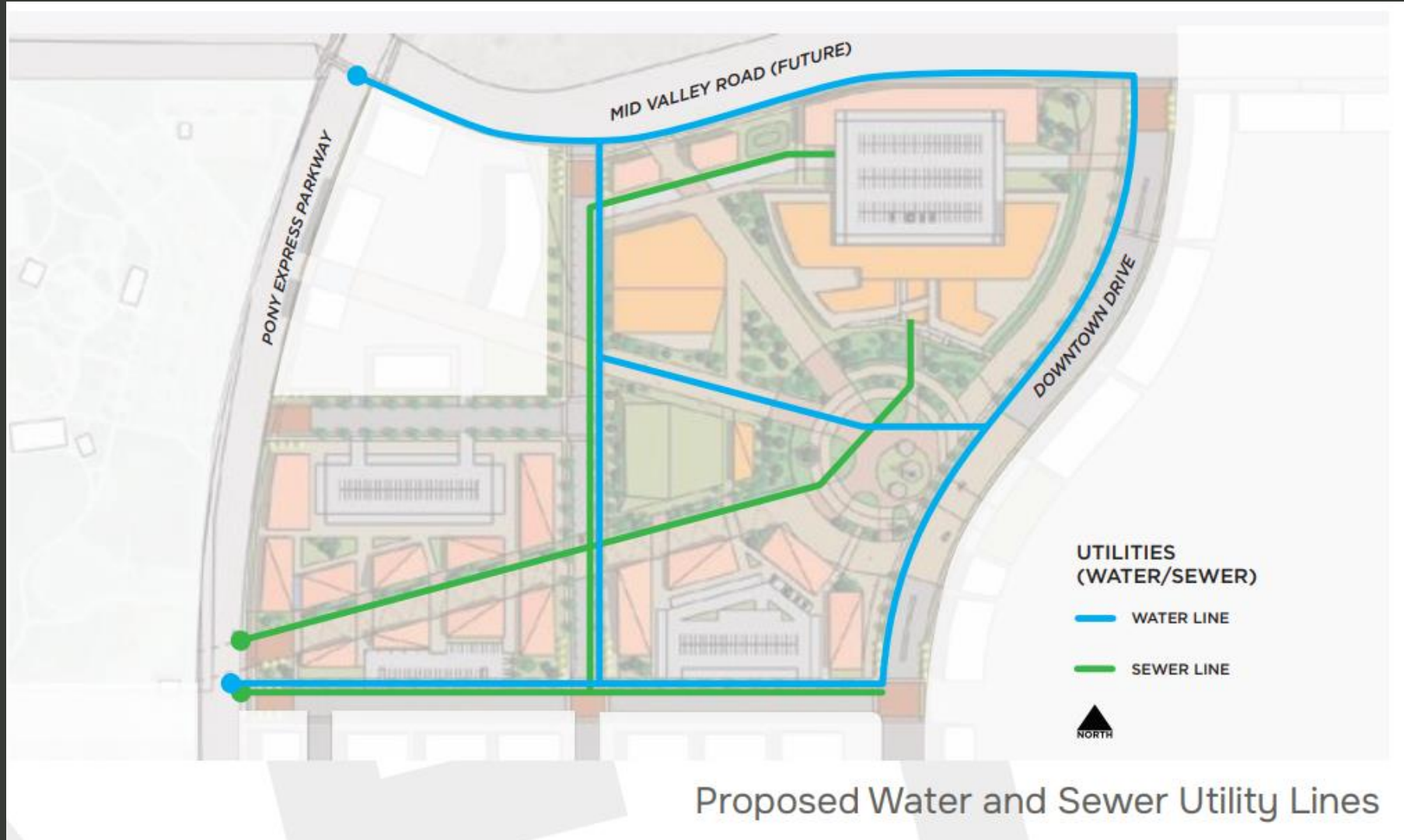


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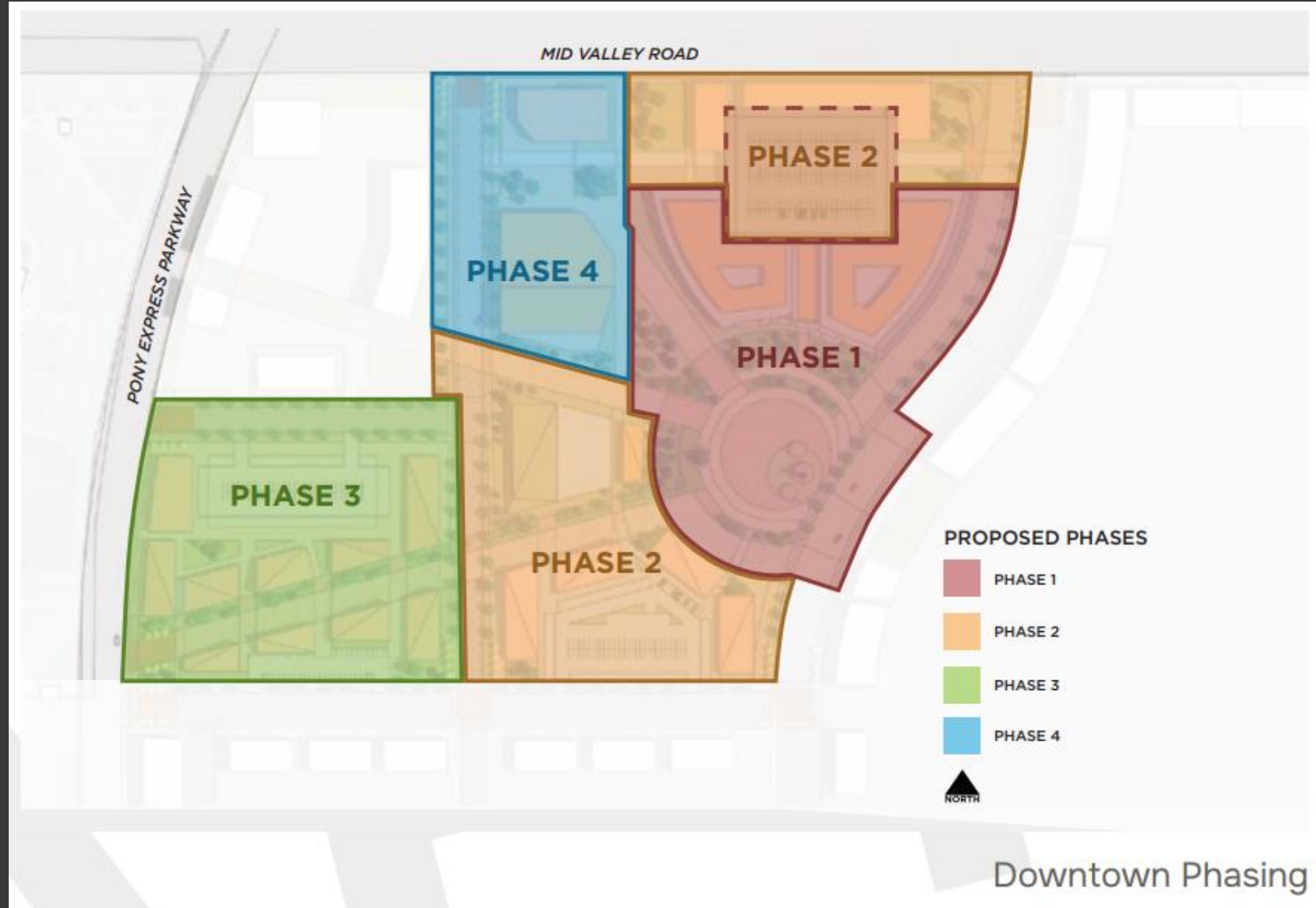




Phasing



Phasing



Phasing

PHASE 2

2.a	Construct the road to the south	Medium	Medium	Developers, Public Works	Initiate RFP for feasibility study	Initiate RFP for Design and construction. Complete design. Construct	Maintain
2.b	Construct south commercial area and parking	Medium	Medium	Community Groups, Public Works, Public/Private partnerships	Initiate RFP for feasibility study	Initiate RFP for Design and construction. Complete design. Start construction.	Finish construction and maintain
2.c	Remove City Hall surface parking and replace with parking garage	High	Medium	Public Works	Initiate RFP for feasibility study	Initiate RFP for Design and construction. Complete design. Start construction.	Finish construction and maintain
2. d	Construct east portion of the Festival Walk	Medium	Medium	Parks and Recreation	Initiate RFP for feasibility study	Initiate RFP for Design and construction. Complete design. Start construction.	Finish construction and maintain
2.e	The Nest activity areas	High	High	Parks and Recreation	Initiate RFP for feasibility study	Initiate RFP for Design and construction. Complete design. Start construction.	Implement and maintain



Why build a new city hall? Why now?

Creative Office Space Solutions:

- Leasing office space in the Ranches
- Moved Finance to the Ranches
- Playing musical chairs with departments and offices in City Hall
- Created offices out of storage closets
- Special events dept. in the seniors building
- Remote work options for multiple employees
- Looking into modular units / trailers and additional leased offices

Room for Growth:

- City Hall – 3 cubicles (2 are used by interns each summer)
- Ranches Building – 1 office & 6 cubicles
- 35 new positions requested by departments in draft budget
 - How many will be needed in coming years?



Why build a new city hall? Why now?

Additional Info:

- Current library is inadequate and undersized; A more centralized location could provide benefits to more residents
- Opens space for the Sheriff's Office to grow, and delays the need for a new public safety building
- Will be a catalyst for economic development and investment in the downtown area
- Community-focused, with community rooms and possible public uses (market, café, recreation, etc.)
- Act as a significant gathering place for community events



Incorporating Civic Facilities Directly into Downtown

Staff is proposing that as we plan the downtown area, we plan to have civic facilities incorporated into a main-street retail destination concept.

Facilities that could be included:

- New City Hall
- New Public Library
- Future Public Arts Facility

Today's small retail businesses struggle to compete with large and online retailers. They thrive best in areas that are highly active, particularly with foot traffic.

Modern civic facilities are being designed to serve multiple purposes such as adding retail space, expanding services, creating opportunities for events or other draws, and more.

Bringing civic uses together directly with a main street concept creates a destination not just for the whole family, but families on any budget.



Why build a new city hall? Why now?

Facilities Master Plan:

- Departments are spread amongst multiple buildings in the community
- Limited room for growth in current buildings
- Lacks efficiencies
- Critical need to co-locate departments in a single facility

Downtown Plan:

- “Phase 1 focuses on the heart of the Downtown Plan with the...Basecamp Plaza and adjacent civic buildings including a City Hall and Library. These projects have the opportunity of encouraging the rest of the district to further develop and to set the standard for the quality of development that is desired. This project will have a substantial cost; however, its benefits are crucial to realizing the vision of the Downtown Plan.



Why build a new city hall? Why now?

Step 1:

- Draft RFQ for Architectural Design, Landscape Architecture, & Engineering
- Draft RFQ for CMGC contract – construction manager / general contractor (engage a contractor early in the design phase = better cost control, collaboration, project outcomes)
- Generate Cost Estimates
- Determine funding options & timeline
- Obtain road ROW

Step 2:

- Determine when (and whether) to move forward with construction
 - Roads, utilities, buildings, basecamp plaza



Facilities Master Plan

Recommendations (lasting through 2050):

- City Hall
 - 50,953 sq ft building (not including public-centered uses)
 - 3.98 acres total site
- Library
 - 23,225 sq ft building
 - 2.21 acres total site

ID	GROUP / SPACE	City Hall	AREA NEEDED	
			TOTAL NSF	TOTAL GSF
A	Departments			
A100	Administration		2,343	3,359
A200	Mayor & City Council		2,553	3,612
A300	Human Resources		1,790	2,507
A400	Finance		2,740	3,954
A500	Recorders		2,410	3,323
A600	Passports		722	1,053
A700	Economic Development		1,395	1,959
A800	Building Department		3,040	4,609
A900	Planning Department		2,770	3,877
A1000	Information Technology		1,730	2,512
A1100	Legal Department		3,403	4,811
	Total		24,896	35,576
B				
B100	Building Common		6,917	8,718
B200	Building Support		1,476	2,028
	Total		8,393	10,745
Required Building Net Area			33,289	
Required Building Gross Area				46,321
Building Gross Area Factor (1.10)				4,632
Total Building Gross Area				50,953
C				
C100	Site Elements			299
C200	Site Improvements			122,325
	Total			122,624
Total Area (Building and Site)			SF 173,578	
			AC 3.98	
2050 Staff Occupant Calculation				125
2050 Total Occupant Load				319



Provo





Provo

- Completed in 2022
- Approx. \$69 Million Construction Budget
- 204,000 Square Feet (including police & fire)
- Five Stories (with basement)
- Structured parking for public safety



Murray





Murray

- Completed in 2023
- Approx. \$34 Million Construction Budget
- 85,000 Square Feet (with Police)
- 3 Stories



Millcreek









Millcreek

- Completed in late 2023
- Approx. \$46 Million Construction Budget
- 76,000 Square Feet (Includes Police, Café, Public Market, Reception Room)
- 6 Stories & basement
- Outdoor Climbing Wall & Ice/Roller Rink



Saratoga Springs



View from entry drive



View from Saratoga Rd



View north side of parking lot



View from future park expansion



Saratoga Springs

- Currently Under Construction
- Approx. \$49 Million Construction Budget
- Approx. 80,000 Square Feet (includes 18,000 sq ft Library)
- 4 Stories
- Leasing Level 2 to Utah County (8-10 years)



Orem





Orem

- Nearing Completion
- Approx. \$37 Million Construction Budget
- 73,500 Square Feet (Includes Fire Dept Admin Staff)
- 3 Stories (and a basement)



Lehi





VCBO

**Civic Center
Library**
25,000

Square Feet

3,450

**Square feet of
programming space**

8,080

Linear feet book shelving

4,180

**square feet of support
staff space**



Lehi

- Currently Under Construction
- Approx. \$32 Million Construction Budget
- 60,000 Square Feet (25,000 sq ft Library included)
- Keeping Existing City Hall Building as well
- Design Pays Tribute to the Lehi Tabernacle



St George



St George



St George

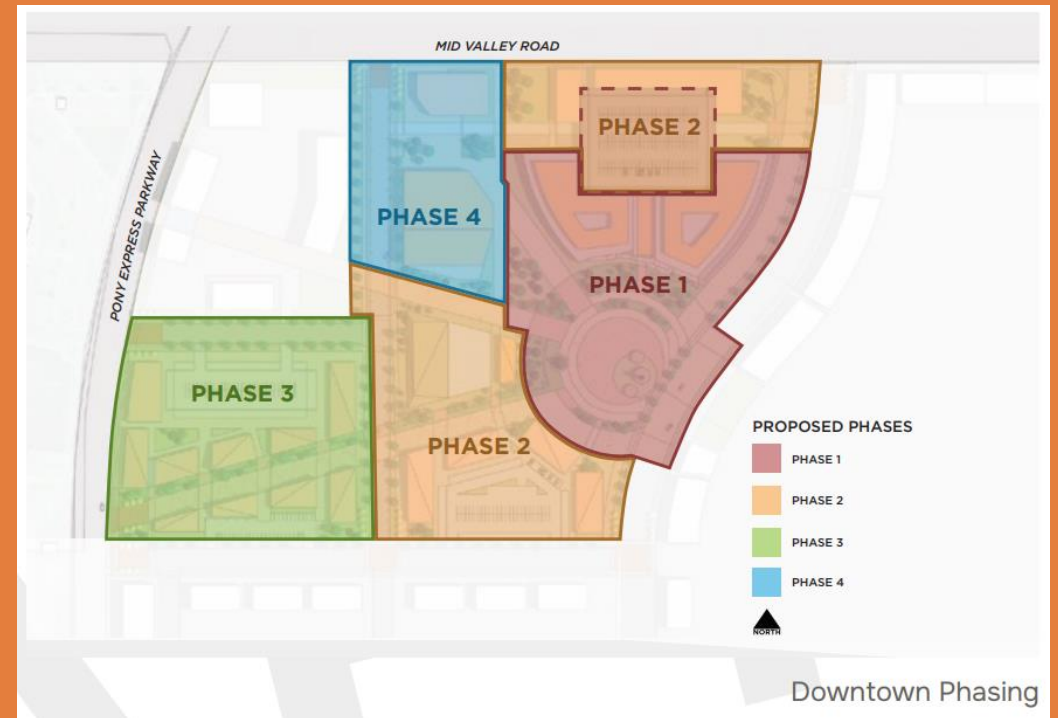
- Currently Under Construction
- Approx. \$45 Million Construction Budget
- 69,500 Square Feet
- 3 Stories and a 4-Level Parking Structure
- Indoor civic space for events, public art, etc.
- Adjacent to the Town Square (public park)
- Current City Hall – being renovated for police



Discussion Questions

What should be included in this first phase of construction? (Phase 1 as outlined in the Downtown Plan? Or a modified Phase 1?)

- Mid Valley Road & Downtown Drive
- City Hall / Library
- Surface Parking Lot (vs parking garage & retail building)
- Basecamp Plaza
- Others?



Discussion Questions

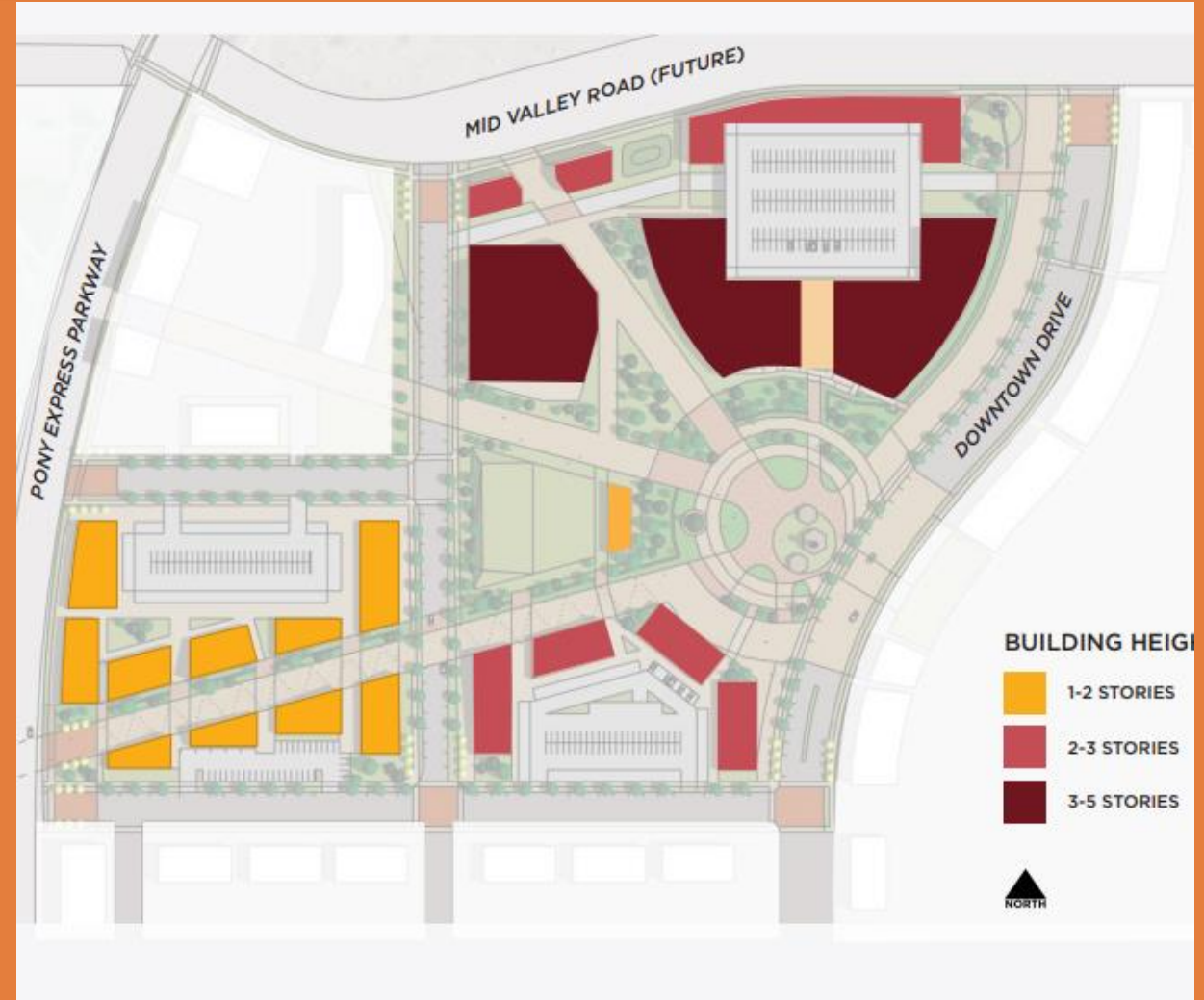
What unique uses should be included in the City Hall / Library building?

- Consider Public-Focused Uses:
 - 1st floor café/restaurant
 - Top-floor reception area / large meeting area with views of valley & mountains
 - Public market
 - Public art
 - Recreation
 - Others?



Discussion Questions

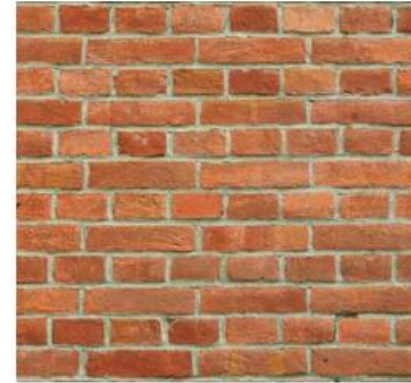
How many stories/floors are appropriate for the City Hall / Library building?



Discussion Questions

Are there any architectural styles / materials that you would like incorporated into the design?

- Consider City Branding
 - Connected with Nature & Outdoor Recreation
 - Daylight
 - Wood
 - Metal
 - Stone
 - Water



Masonry



Natural Stone Veneer



Rough-Hewn Timber



Painted, powder-coated, or weathering steel (dark brown color)



Items for Future Discussion

Funding Options

- Lease Revenue Bond by the Local Building Authority
- General Obligation Bond
- Library Tax
- Grants, Donations, Partnerships

Debt Service

- Determine sources for annual bond payments
- Sales Tax, Library Tax, Lease Revenue if a portion of the building is leased, Development Revenues (proportional to the use), Utility Sale Proceeds, Capital Project Funds, etc.



Additional Questions / Discussion?



Next Steps

- Step 1:
 - Draft RFQ for Architectural Design, Landscape Architecture, & Engineering
 - Draft RFQ for CMGC contract – construction manager / general contractor (engage a contractor early in the design phase = better cost control, collaboration, project outcomes)
 - Generate Cost Estimates
 - Determine funding options & timeline
 - Obtain MidValley Road ROW
- Step 2:
 - Determine when (and whether) to move forward with construction
 - Roads, utilities, buildings, plaza





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	PROCLAMATION - Proclaiming March 2025 as Multiple Sclerosis (MS) Awareness Month
ITEM TYPE:	Proclamation
FISCAL IMPACT:	N/A
APPLICANT:	

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

PRESENTED BY

RECOMMENDATION:

BACKGROUND:

Educational Information about MS:

- Orange is the official color for MS awareness, and the butterfly symbol represents the shape commonly seen on a magnetic resonance imaging (MRI) scan of a brain of a person with MS.
- MS is more common in less sunny climates furthest away from the tropical countries around the equator.
- People from many different ethnic backgrounds can get MS.
- MS is 2.5 times more common in women than men.
- There is no cure for MS yet, but there are lots of ways to manage symptoms. For many people, there are also drugs that can slow it down.
- Lots of MS symptoms are invisible, so you can't tell by looking at someone if they have MS, or what they're going through.

If anyone would like more information, they can visit <https://www.nationalmssociety.org/> or come to the library and speak with Michele Graves.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Proclamation

PROCLAMATION

PROCLAIMING MARCH 2025 AS MULTIPLE SCLEROSIS (MS) AWARENESS MONTH

WHEREAS, Multiple Sclerosis (MS) is a chronic, unpredictable disease of the central nervous system that affects approximately 2.8 million people worldwide; and

WHEREAS, MS can affect anyone, regardless of age, race, gender, or background, and people living with MS demonstrate incredible strength and resilience in managing their condition every day; and

WHEREAS, March has been designated as MS Awareness Month to raise public awareness about the disease, educate communities on its impact, and show solidarity with individuals and families affected by MS; and

WHEREAS, increasing awareness of MS is vital in fostering understanding, reducing stigma, and encouraging research that will lead to better treatments, improved quality of life, and ultimately, a cure for MS; and

WHEREAS, Eagle Mountain City supports the rights, dignity, and inclusion of all individuals living with MS and strives to foster a supportive environment for those affected by the disease;

NOW THEREFORE, Mayor Tom Westmoreland and the City Council of Eagle Mountain City, Utah, hereby proclaim March 2025 as "Multiple Sclerosis Awareness Month" and urge all residents to join in raising awareness and support for the fight against MS.

Dated this 18th day of March, 2025.

Tom Westmoreland, Mayor

Donna Burnham, City Councilmember

Melissa Clark, City Councilmember

Jared Gray, City Councilmember

Rich Wood, City Councilmember

Brett Wright, City Councilmember



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

ENGINEERING

Monday, March 10, 2025

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

SUBJECT: Market Place at Eagle Mountain Town Center phase 3 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: Gina Olsen, City Recorder



DATE: Monday, March 10, 2025
TO: Vince Hogge
FROM: Robert Ballif Engineering Tech. II
SUBJECT: **Market Place plat 3 walk through into warranty-Updated**

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

Robert Ballif – EM Engineering Tech. II

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

General:

- ~~1. AutoCAD as build drawings.~~
- ~~2. Provide the remainder of the testing, sewer, storm drain, and compaction to city inspector.~~

Private Road:

- ~~1. Lot #302 & 303 Meter vault to have expansion foam placed where the pipes go through the vault wall. Place pig tails into the lot into the vault.~~
- ~~2. Lot #303 fire hydrant to get pad according to city spec. detail. Not built to city spec. detail.~~

Eagle MTN Blvd.:

- ~~1. Storm drain manhole north of trail on the east side pipes to be have finish grout.~~
- ~~2. West side trail fill in the park strip. Slope to be a max 4:1 slope.~~
- ~~3. Expose the existing manhole next to west property by the trail.~~
- ~~4. Offsite storm drain manhole that is out of the ground to be adjusted to grade according to the approved plans. Page C2.1.~~
5. Storm drain manholes to the east there is asphalt damage to the railway. Have it fixed this spring (2025).

Raven Way:

- ~~1. Street sign/stop pole needs to meet EM City spec. and is missing the street signs with coordinates.~~
- ~~2. Storm drain combo west side at entrance grout pipe.~~
- ~~3. Meter vault to have expansion foam placed where the pipes go through the vault wall.~~
- ~~4. North sewer manhole add step and grout pipes.~~
- ~~5. Offsite storm drain manhole clean and add 2 steps.~~
- ~~6. Offsite storm drain outlet grade (touch up) the hill side.~~

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.

Narrative

This Subdivision was requested by Bill Gaskill to create 3 Lots.

This Survey retraces and honors a previous 2016 Boundary/Topographical Survey by Focus Engineering and Surveying, LLC File No. 18-288, a 2023 ALTA Survey by AWA and the adjacent Mountain America Federal Credit Union Eagle Mountain Subdivision.

A line between monuments found for the Southeast Corner and the East Quarter Corner of Section 12 was assigned the VRS derived bearing of North 07°27'12" East as the Basis of Bearings to match a NAD83 Utah Central Zone State Plane Datum reference to North.

Cross Access will be established by separate document.

Direct Communications

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications service to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.

Maureen C. Cullen
Date: 8/21/2024
Direct Communications

First Digital

First Digital certifies that it will provide telecommunications service to this subdivision utilizing the trenches provided by the developer.

Paul B. Buel
Date: 8-21-24
First Digital

Enbridge, Inc.

Questar Gas Company, dba Dominion Energy Utah, dba Enbridge, Inc. hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge, Inc. may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations of liabilities including prescriptive rights and other rights, obligations of liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532. Approved this 21 day of August, 2024.

Questar Gas Company dba Dominion Energy Utah dba Enbridge, Inc.

By: *Debra L. Gules*
Title: *PER CONSTRUCTION*

Rocky Mountain Power

1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the Owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains Public Utility Easements and approximates the location of the Public Utility Easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not effect 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, damage to underground utility facilities or
- Any other provision of law

Approved this 21st day of August, 2024.

Rocky Mountain Power Company

By: *Del Edwards*
Title: *Jrn. Estimator*

Calculations Table

Total Acreage = 3.375 acres
Total Acreage in Lots after dedication = 2.829 acres
Average Lot size = 41,079 sq. ft. or 0.943 acre
Largest Lot size = 1.263 acres
Smallest Lot size = 0.749 acre
Total Number of Lots = 3 Lots
Total Acreage in Right-of-Way = 0.546 acre

Line Table

Line	Bearing	Length
L1	N 1°21'47" E	16.27'

Curve Table

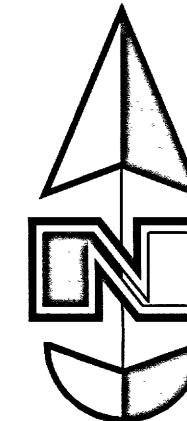
Curve	Delta	Radius	Length	Chord Data
C1	74°05'36"	20.00'	25.86'	S 27°34'23" E 24.10'
C2	16°21'39"	20.00'	5.71'	S 17°39'16" W 5.69'

The Marketplace at Eagle Mountain Town Center Phase 3

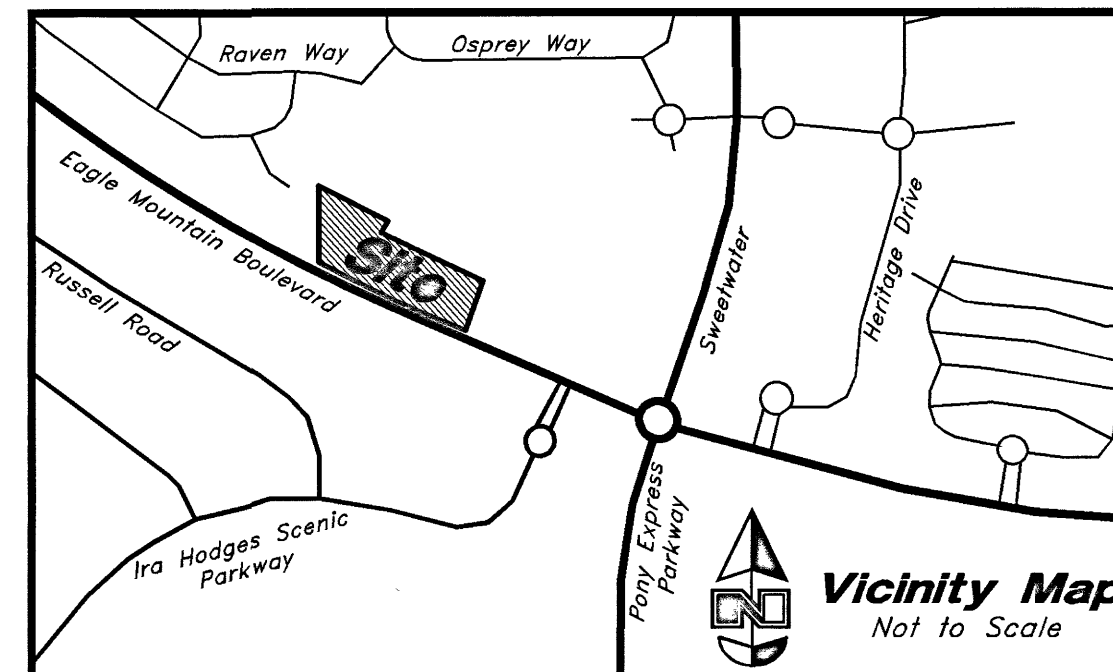
A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah 2024

Scale: 1" = 40'

40' 0' 40' 80'

**Legend**

- Property Line
- Easement Line
- Adjoiner Line
- Section Corner
- Centerline Monument
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped "AWA"
- (NR) Non-Radial



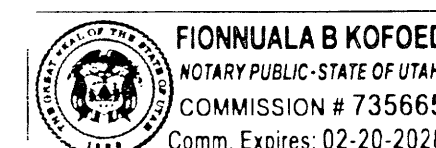
East Quarter Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument)

Acknowledgment

State of _____
County of _____

On the 1 day of August, 2024, personally appeared before me, the undersigned Notary Public, Tiffany Walden, who being by me duly sworn did say that she is the Manager of Diamante Vista, LLC a Utah limited liability company, which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and she acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: *FIONNUALA B. KOFED*
Commission Number: *735665*
My Commission Expires: *2/20/2028*

**Surveyor's Certificate**

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I further certify, for and on behalf of AWA that by authority of the Owners I have retraced Utah County Record of Survey No. 18-288, being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Marketplace at Eagle Mountain Town Center Phase 3.

Boundary Description

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah:

Beginning at a point on the Northeastly line of Eagle Mountain Boulevard as it exists at 46.50 foot half-width, located 1725.72 feet South 89°32'43" East along the South line of said Section 12; and 981.99 feet North 07°00'08" West from a Brass Cap Monument found marking the Southwest Corner of said Section 12; and running thence along said Northeastly line the following two courses: Northwestly along the arc of a 9953.50 foot radius curve to the right a distance of 507.95 feet (Center bears North 25°22'50" East, Central Angle equals 2°55'26" and Long Chord bears North 63°09'27" West 507.90 feet) to the North line of the Southwest Quarter of said Section 12; and continuing Northwestly along said curve a distance of 5.82 feet (Central Angle equals 0°02'01" and Long Chord bears North 61°40'44" West 5.82 feet) to the Easterly line of Autumn Ridge Phase 1 recorded as Entry No. 108734:2007 and as Map Filing No. 12383 in the Official Records of Utah County; thence North 1°21'47" East 323.90 feet along said Easterly line; thence South 62°00'31" East 324.91 feet; thence South 26°19'13" West 60.16 feet to a point on a curve; thence Southeastly along the arc of a 9724.66 foot radius curve to the left a distance of 421.06 feet (Center bears North 27°16'36" East, Central Angle equals 2°28'51" and Long Chord bears South 63°57'49" East 421.02 feet) to a point on a curve; thence Southwestly along the arc of a 119.69 foot radius curve to the left a distance of 185.84 feet (Center bears South 24°47'55" West, Central Angle equals 88°57'50" and Long Chord bears South 70°19'00" West 167.73 feet) to a point of tangency; thence South 25°50'05" West 90.46 feet to a point of curvature; thence Southwestly along the arc of a 20.00 foot radius curve to the left a distance of 31.57 feet (Central Angle equals 90°27'15" and Long Chord bears South 19°23'33" East 28.40 feet) to said Northeastly line of Eagle Mountain Boulevard and the point of beginning.

Contains 147,020 sq. ft.
or 3.375 acres
3 Lots
and Road Dedication

30 July, 2024
Date:

David M. Hamilton
David M. Hamilton
Utah PLS No. 12966234

Owner's Dedication

We, the undersigned Owners of all the real property depicted on this plat described in the Surveyor's Certificate on this plat, have caused the land described on this plat to be divided into 3 Lots, 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.

In witness whereof we have hereunto set our hands this 12 day of August, A.D. 2024.

EM Commercial Development, LLC

by: its Co-Manager: CP EM, LLC, a Utah limited liability Company
by: William Gaskill
its: Manager

by: its Co-Manager: Diamante Vista, LLC, a Utah limited liability Company
by: Tiffany Walden
its: Manager

Acknowledgment

State of _____
County of _____

On the 9 day of August, 2024, personally appeared before me, the undersigned Notary Public, William Gaskill, who being by me duly sworn did say that he is the Manager of CP EM, LLC a Utah limited liability company which is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary Public Full Name: *William N. Gaskill*
Commission Number: *725202*
My Commission Expires: *06-10-2026*

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 personal use of the public this 27 day of August, 2024.

Approved by Mayor: *Tommy Johnson*

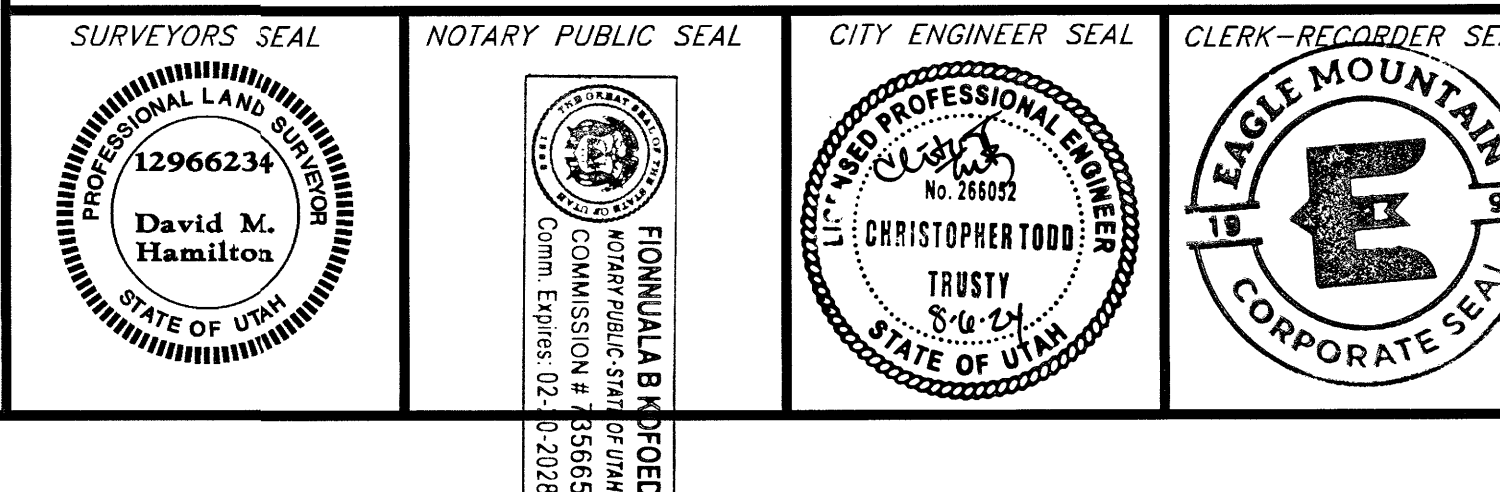
Approved by City Attorney: *William Gaskill*

Approved by City Engineer: *Christopher T. Tuitz*

Attest by City Recorder: *David M. Hamilton*
(See Seal Below)

The Marketplace at Eagle Mountain Town Center Phase 3

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah



Southwest Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument)

South Quarter Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (Found Brass Cap Monument)

See 12, T6S, R2W, SLB&M, U.S. Survey



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

ENGINEERING

Monday, March 10, 2025

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

SUBJECT: Overland Village 2 phase 'A' plat 1 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: Monday, March 10, 2025
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Overland Village 2 phase "A" plat 1 walk through-updated**

A walk-thru was performed. The following were present.
Robert Ballif – EM Engineering Assistant

After performing a walk-through on Overland Village 2 phase "A" plat 1, we have the following comments:

General Notes:

- ~~1. Exit sewer video.~~
- ~~2. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~
- ~~3. Crack seal all phase lines in roadway and trailways.~~
- ~~4. Clean up all SWPPP inlets of debris.~~

Wild Cat Peak:

- ~~1. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~

Mt. Jefferson:

- ~~1. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~
- ~~2. Lot #127 sag in the asphalt to be fixed.~~
- ~~3. Lot #'s 127 & 108 Iso boxes to have a 1 foot sump.~~
- ~~4. Private road valve cluster the west valve by house #1900 cannot turn, nut is against the valve tower, needs to be fixed.~~

Kern Mountain:

- ~~1. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~
- ~~2. Place street/stop sign (Ben Nevis private road blue sign).~~
- ~~3. House #1862 sag in the road to be fixed.~~
- ~~4. Storm drain pond north of Kern MTN off Pony Express is missing the drain pipe, make sure it has been design correctly,~~

Moho Mountain:

- ~~1. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~

Duckwater Peak:

- ~~1. All sidewalk, curb & gutter marked with red paint to be removed and replaced. You will also need to have them inspected before you pour concrete.~~

Pony Express Pkwy:

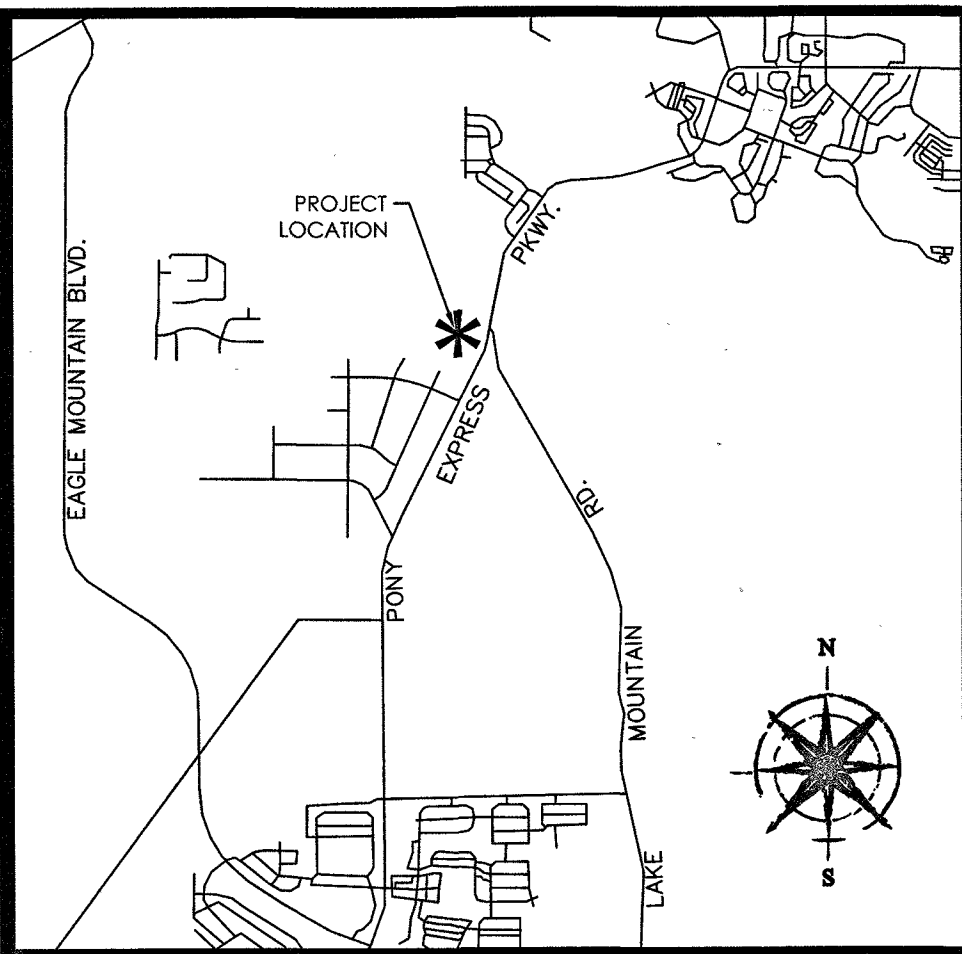
- ~~1. Make sure all inlets have been grouted.~~
- ~~2. Crack seal the turn lanes.~~

Offsite sewer:

- ~~1. Sewer manhole in the field east of Ivory Club house needs to be built up and collar placed around it, does not need to be the 6000 psi with fiber mesh.~~

- ~~2. Asphalt pathway areas that have been patched to be crack sealed.~~
- ~~3. Asphalt patch on Pony Express for the sewer tie in to be crack sealed. Pathway to be crack sealed.~~
- ~~4. Asphalt sewer patch on Old Airport Rd to be crack sealed.~~
- ~~5. Sewer manhole on pond trail add step.~~
- ~~6. The 2 sewer manholes to be cleaned and the west manhole also add step, remove the band that is on the step.~~
- ~~7. Finish the landscaping next to the fence wall south of pond.~~

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 exit warranty.



VICINITY MAP

LEGEND

BOUNDARY	SECTION LINE
EASEMENT	RIGHT-OF-WAY LINE
CENTER LINE	BUILDING SETBACK
EXISTING PROPERTY LINE	BOUNDARY MARKERS
SECTION MONUMENT (FOUND)	STREET MONUMENT

PLAT TABULATIONS

TOTAL ACRES:	10.37 ACRES
TOTAL ACRES IN LOTS:	5.68 ACRES
AVERAGE LOT:	0.19 ACRES OR 8,244 SQFT.
LARGEST LOT:	0.33 ACRES OR 14,272 SQFT.
SMALLEST LOT:	0.12 ACRES OR 5,056 SQFT.
OVERALL DENSITY:	2.89 LOTS/ACRE
TOTAL NUMBER OF LOTS:	30 LOTS
TOTAL ACRES IN ROW:	4.57 ACRES
TOTAL ASPHALT ACRES:	2.21 ACRES
TOTAL IN OPEN SPACE:	0.86 ACRES

NOTES:

- #5 REBAR & CAP (FOCUS ENGINEERING) TO BE SET AT ALL REAR LOT CORNERS, NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
- ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.
- ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOA.
- PARCELS A, B, C, D, E AND F TO BE OWNED AND MAINTAINED BY THE HOA.
- MU&DE STANDS FOR MUNICIPAL UTILITY AND DRAINAGE EASEMENT.
- OVERLAND MASTER ASSOCIATION, 978 E. WOODOAK LANE SALT LAKE CITY, UT 84117.

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS.

PRINTED NAME OF OWNER:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD.

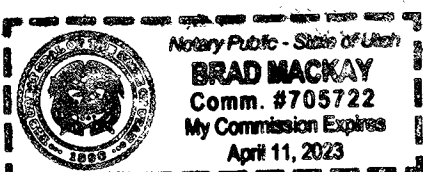
AUTHORIZED SIGNATURE:
June 28, 2022

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.
ON THE 28th DAY OF June, 2022, PERSONALLY APPEARED BEFORE ME
RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF
IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY
ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED
HEREIN.

MY COMMISSION EXPIRES: 4/11/2023
A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN UTAH COUNTY
MY COMMISSION No. 705722
PRINTED FULL NAME OF NOTARY
Brad Mackay

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
3340 NORTH CENTER STREET
LEHI, UT 84043
(801) 407-6841
CONTACT: BRAD MACKAY



PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PAGE 1 OF 3 05/24/2022

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.
By: Morgan Pulten
DIRECT COMMUNICATIONS
DATE: 6/29/2022

DOMINION ENERGY, INC.

Dominion Energy, Inc. approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy, Inc. 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 acknowledgment of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of, particular terms of natural gas service. For further information please contact Dominion Energy, Inc. Right-of-way department at 1-800-366-8532.

Approved this 5 day of July, 2022.
Dominion Energy, Inc.

By: Michael Hart
Title: President

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-2a-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 or right-of-way
(2) The law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
(4) Any other provision of law.

By: Paula Loria
Title: Vice President
ROCKY MOUNTAIN POWER
DATE: 6-30-22

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH

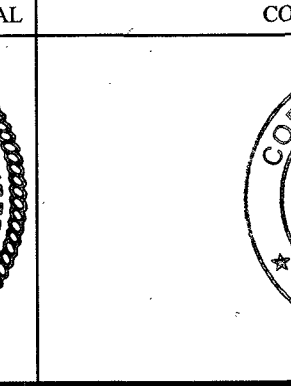
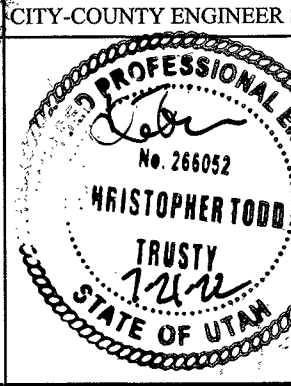
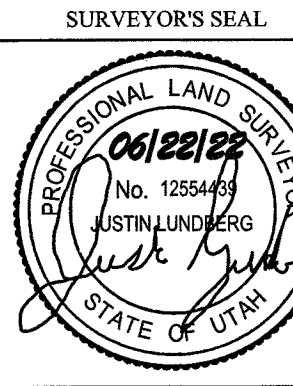
COUNTY OF SALT LAKE

ON THE 28th DAY OF June, 2022, PERSONALLY APPEARED BEFORE ME
MICHELLE E. MCCONKIE, WHO BEING BY ME DULY SWORN DID SAY THAT SHE IS THE
DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF
THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY
ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE USES AND PURPOSES
STATED HEREIN.

MY COMMISSION EXPIRES: 5/31/26

MY COMMISSION No. 725012

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN SALT LAKE COUNTY
By: Lisa Stamps Jones
PRINTED FULL NAME OF NOTARY



SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, parcels, roads, and easements, to be hereafter known as OVERLAND VILLAGE 2 PHASE A PLAT 1, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12554439

06/28/22
DATE

BOUNDARY DESCRIPTION

BOUNDARY DESCRIPTION

A part of the Northwest Quarter and Northeast Quarter of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, being a part of a parcel of land identified by Utah County as Parcel #58-054-0051, more particularly described as follows:

Beginning at a point on the southwesterly line of a boundary described by that certain Warranty Deed recorded January 2, 2019 as Entry No. 215-2019 in the office of the Utah County Recorder, said point located S89°36'58"E 712.51 feet along the Section line and S02°23'02"W 2031.97 feet from the North 1/4 Corner of Section 36, T5S, R2W, SLB&M (said North 1/4 Corner located S89°27'10"E 2,675.00 feet from the Southwest Corner of said Section 36), running thence along said deed S61°32'46"E 96.01 feet; thence along the arc of a curve to the left with a radius of 15.00 feet through a central angle of 90°00'00" Chord: N73°27'13"E 21.21 feet; thence along said deed the following two (2) courses: (1) N28°27'13"E 485.00 feet; thence (2) N61°32'47"W 215.00 feet; thence N28°27'14"E 125.00 feet; thence N61°32'46"W 26.00 feet; thence N28°27'14"E 238.00 feet; thence S61°32'46"E 16.00 feet; thence N28°27'14"E 110.00 feet; thence N61°32'46"W 10.00 feet; thence N28°27'14"E 81.28 feet; thence S61°32'46"E 163.61 feet to the easterly line of the lands of the State of Utah described by Exhibit "B" of that certain Exchange Patent No. 19968 recorded February 27, 2007 as Entry No. 28888-2007 in the office of the Utah County Recorder; thence along said easterly line S28°27'14"W 512.21 feet; thence S61°32'46"E 197.08 feet to the westerly line of Sweetwater Road described by Exhibit "C" of said Exchange Patent No. 19679; thence along said westerly line S28°27'09"W 53.00 feet; thence N61°32'46"W 197.10 feet to said easterly line of the lands of the State of Utah; thence along said easterly line S28°27'14"W 625.00 feet to the southerly line of Pony Express Trail B described by that certain Amended and Restated State of Utah Exchange Patent No. 19737 recorded June 14, 2005 as Entry No. 63439-2005 in the office of the Utah County Recorder; thence along said trail parcel S61°32'47"E 197.10 feet to said westerly line of Sweetwater Road; thence along said westerly line S28°27'09"W 60.00 feet to the northerly line of Pony Express Trail C described by said Amended and Restated State of Utah Exchange Patent No. 19737; thence along said trail parcel N61°32'46"W 197.10 feet to said easterly line of the lands of the State of Utah; thence along said easterly line S28°27'14"W 198.01 feet; thence N61°32'46"W 109.60 feet; thence S28°27'13"W 69.66 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 5.00 feet (radius bears: S61°32'48"E) a distance of 1.77 feet through a central angle of 20°17'07" Chord: S18°18'38"W 1.76 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 70.00 feet a distance of 55.22 feet through a central angle of 45°11'42" Chord: S30°45'55"W 53.80 feet; thence S33°58'20"E 13.56 feet; thence S61°32'46"E 99.23 feet to said easterly line of the lands of the State of Utah; thence along said Boundary the following two (2) courses: S28°27'14"W 140.01 feet; thence (2) N61°32'47"W 146.15 feet; thence N28°27'14"E 111.55 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 70.00 feet (radius bears: N04°09'25"E) a distance of 52.95 feet through a central angle of 43°20'25" Chord: N64°10'22"W 51.70 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 4.99 feet through a central angle of 19°02'36" Chord: N52°01'28"W 4.99 feet; thence N61°32'46"W 70.93 feet; thence N28°27'14"E 53.00 feet; thence S61°32'46"E 96.01 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'01" Chord: N73°27'14"E 21.21 feet; thence N28°27'13"E 273.02 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N16°32'47"W 21.21 feet; thence N61°32'47"W 96.01 feet; thence N28°27'14"E 63.00 feet to the point of beginning.

Area Contains: 10.37 acres +/-
30 Lots
5 parcels

OWNERS DEDICATION

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, COMMON AREA, PRIVATE DRIVES AND PUBLIC ROADS. THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS AND OWNED BY SITLA, FOR THE BENEFIT OF THE CITY AND THE PUBLIC, AND THE CITY DOES HEREBY DEDICATE ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS AND OWNED BY THE CITY AS PUBLIC ROADS FOR THE BENEFIT OF THE PUBLIC AND SITLA DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF UTAH CODE 10-9A-604(1)(D) TO THE OVERLAND MASTER ASSOCIATION, THE AREAS DEPICTED ON THIS PLAT AS PRIVATE DRIVES, PARCELS A, B, C, D, E AND F, FOR THE BENEFIT OF ITS MEMBERS. EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL, AND GAS AND OTHER MINERALS IN ALL LANDS CONVEYED AND DEDICATED BY SITLA. ALL LOTS, COMMON AREAS, PUBLIC ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466-2017.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28th DAY OF June, 2022.

THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

Michelle E. McConkie
DIRECTOR, Michelle E. McConkie
APPROVED AS TO FORM: JANE BYRNES, UTAH ATTORNEY GENERAL
By: Chris Allen
SPECIAL ASSISTANT ATTORNEY GENERAL

ENT 102403-2022 Map # 18502
CHRIS ALLEN
UTAH COUNTY RECORDER
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

Mayor, Tom Westmoreland

State of Utah
County of Utah

On the 28th day of June, 2022, personally appeared before me Tom Westmoreland, who being by me duly sworn did say that he is the Mayor of Eagle Mountain City, and the Signer of the above instrument, who duly acknowledged that he executed the same for the uses and purposes stated herein.

My commission expires: 03.05.2024
My commission No: 710994

A Notary Public Commissioned in Utah
Full Name: Lianne Penner

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 20 DAY OF September, 2022.

Approved by Mayor

Approved by City Engineer
(SEE SEAL BELOW)

Approved by City Attorney

Attested by City Recorder
(SEE SEAL BELOW)

PHASE "A" PLAT 1 OVERLAND VILLAGE 2 SUBDIVISION

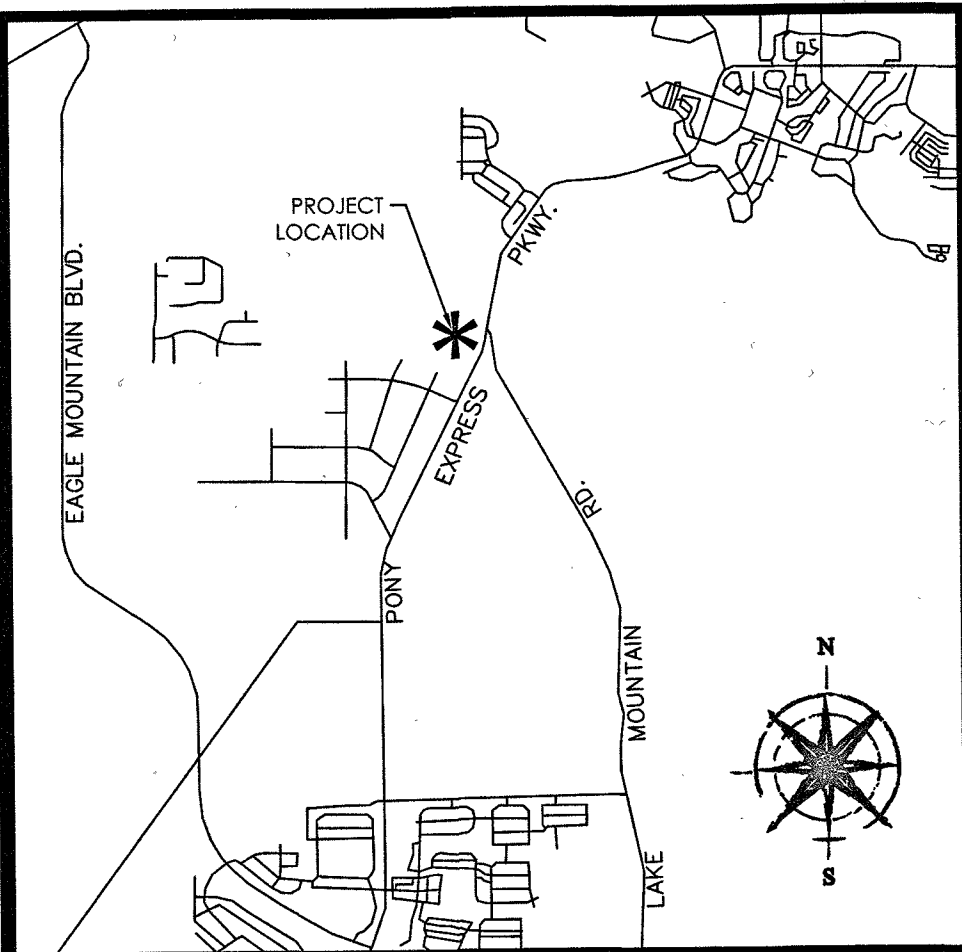
LOCATED IN A PORTION OF SECTION 36, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

COUNTY RECORDER SEAL



VICINITY MAP

N.T.S.

LEGEND

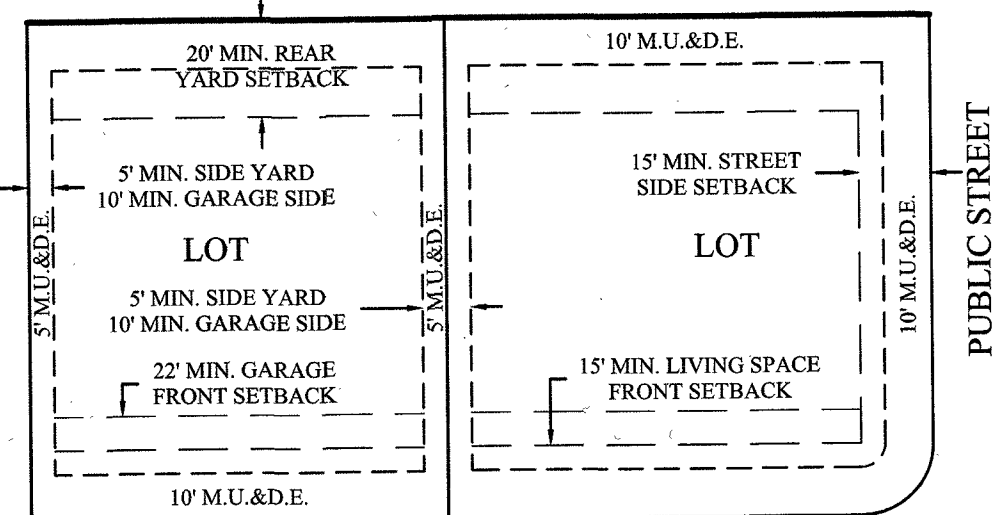
	BOUNDARY
	SECTION LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	CENTER LINE
	BUILDING SETBACK
	EXISTING PROPERTY LINE
	BOUNDARY MARKERS
	SECTION MONUMENT (FOUND)
	STREET MONUMENT

NOTES:

- #5 REBAR & CAP (FOCUS ENGINEERING) TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.
- ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.
- ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOA.
- PARCELS A, B, C, D, E AND F TO BE OWNED AND MAINTAINED BY THE HOA.
- MU&DE STANDS FOR MUNICIPAL UTILITY AND DRAINAGE EASEMENT

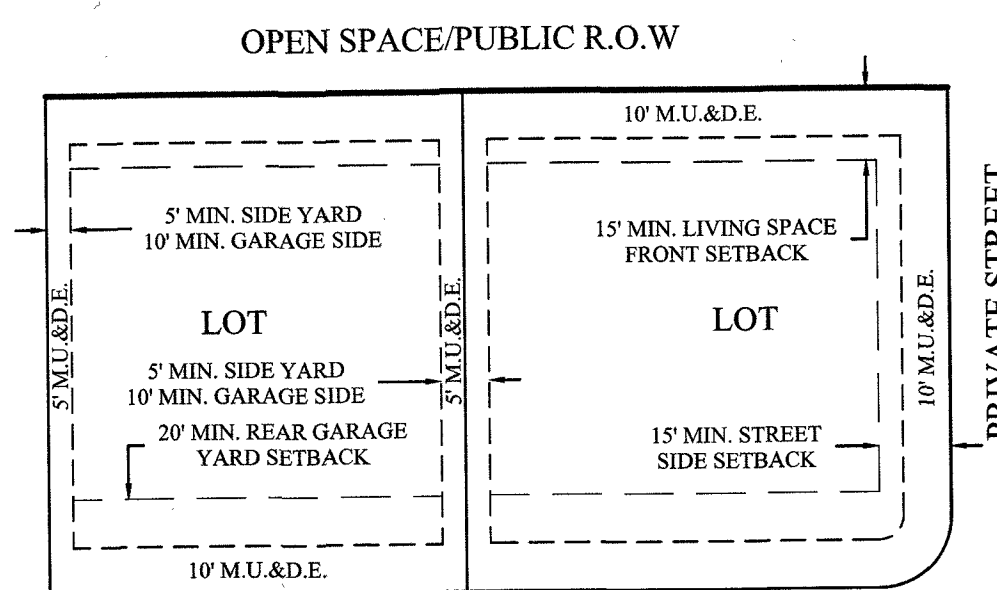
Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	90°00'00"	23.56	S16°32'46"E	21.21
C2	2026.50	1°01'19"	36.14	S27°56'35"W	36.14
C3	15.00	90°00'00"	23.56	S16°32'46"E	21.21
C4	1973.50	1°01'17"	35.18	S27°56'34"W	35.18
C5	2026.50	1°01'17"	36.13	N27°56'34"E	36.13
C6	15.00	90°00'45"	23.57	N73°26'51"E	21.22
C7	1973.50	1°01'19"	35.20	N27°56'35"E	35.20
C8	15.00	90°00'00"	23.56	N73°27'14"E	21.21
C9	15.00	90°00'00"	23.56	N73°27'14"E	21.21
C10	15.00	90°00'00"	23.56	N16°32'46"W	21.21
C11	15.00	90°00'00"	23.56	N16°32'47"W	21.21
C12	2000.00	1°01'17"	35.66	N27°56'34"E	35.66
C13	15.00	90°00'00"	23.56	N73°27'14"E	21.21
C14	2000.00	1°01'19"	35.67	N27°56'35"E	35.67
C15	41.50	90°00'01"	65.19	S73°27'14"W	58.69
C16	70.00	129°19'46"	158.01	N72°49'57"E	126.53
C17	28.00	90°00'00"	43.98	S16°32'46"E	39.60
C18	28.00	90°00'00"	43.98	N73°27'14"E	39.60

Line Table		
LINE	DIRECTION	LENGTH
L1	N27°25'56"E	20.53



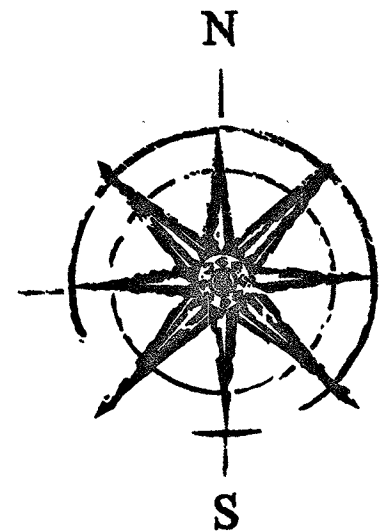
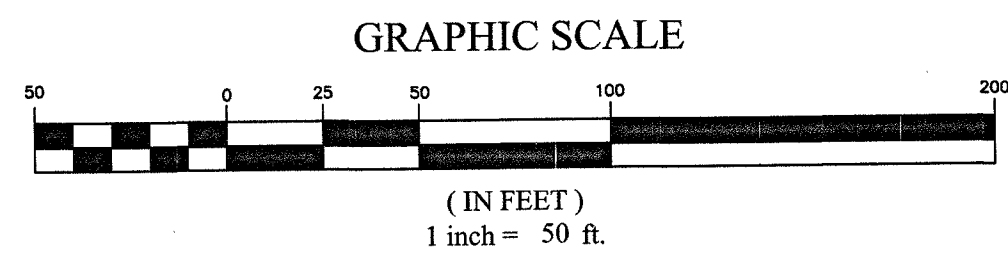
TYPICAL BUILDING SETBACKS LOTS 101-108, 119-130

N.T.S.



TYPICAL REAR LOAD BUILDING SETBACKS LOTS 109-118

N.T.S.



ALPINE SCHOOL DISTRICT
ENTRY: 215-2019

STATE OF UTAH
ENTRY: 214-2019

EAGLE MOUNTAIN CITY
ENTRY: 48190-2017

EAGLE MOUNTAIN CITY
ENTRY: 48190-2017

PONY EXPRESS
(EXCHANGE PATENT NO. 18071-2005)

R=15.00'
~0°00'00"

SHEET 3
SHEET 2

126

PHASE "A" PLAT 1 OVERLAND VILLAGE 2 SUBDIVISION

LOCATED IN A PORTION OF SECTION 36, T8S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PREPARED FOR
OWNER/DEVELOPER
IVORY HOMES
978 EAST WOODOAK LANE
SALT LAKE CITY, UT 84117
(801) 407-6891
CONTACT: BRAD MACKAY

18502 20503

PAGE 2 OF 3	05/24/2022
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EAGLE MOUNTAIN CITY COUNCIL MEETING

JANUARY 21, 2025, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Steve Mumford, Deputy City Manager; Clifford Strachan, Director of Legislative Affairs; Vince Hogge, City Engineer; Fionnuala Kofoed, Assistant City Manager; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Todd Black, Wildlife and Environmental Planner; Gina Olsen, City Recorder; Natalie Winterton, Grants Coordinator/Management Analyst; David Salazar, Assistant City Engineer; Jeff Weber, Fleet & Facilities/Operations Director; Zac Hilton, Streets and Storm Drain/Parks and Recreation Manager; Mack Straw, Public Utility Manager; Brad Hickman, Public Works Director; Steven Lehmitz, Planner; Elizabeth Fewkes, Planner; Eric McDowell, Chief Deputy Sheriff; Embret Fossum, UFA Battalion Chief; Dawn Hancock, Events Manager; Jason Hall, Recreation Manager; John Magness, Management and Policy Analyst/Legislative Affairs; Carson Stapley, Information Systems Manager; and Erik Knutzen, Utah County Sheriff's Incoming Deputy Chief.

CITY STAFF PRESENT ELECTRONICALLY: Marcus Draper, City Attorney; and Angela Valenzuela, Human Resources Manager.

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:01 PM.

1. DISCUSSION AND INFORMATION ITEMS

- 1.A. DISCUSSION - Mayor Hollie McKinney, Fairfield - Regional Sewer Options

[The recording of the discussion can be found online here at 00:02:52.](#)

- 1.B. DISCUSSION - Proposed Military Garden - Eagle Mountain Nature and Wildlife Alliance

[The recording of the discussion can be found online here at 00:17:48.](#)

The Eagle Mountain Nature and Wildlife Alliance has been collaborating with City staff on a proposed Military Garden near the Hidden Canyon development. This garden may feature elements such as a monument, sidewalks, raised garden beds, and other amenities.

The State has provided a small grant for the inclusion of pollinator plants in the garden, and Home Depot has generously awarded a grant of \$10,300 for materials. This grant also includes the involvement of

Home Depot staff in the initial establishment of the garden. However, the Home Depot grant funding must be utilized within six months to avoid expiration.

The Wildlife Alliance is seeking direction from the City Council regarding the design and elements they would like to see included in the Military Garden.

It is proposed that the City take responsibility for maintaining the irrigation system, while the Wildlife Alliance has committed to perform weeding and other maintenance tasks two to three times per year.

The Council provided feedback on the proposal.

[The recording of the Council comments can be found online here at 00:31:51.](#)

1.C. DISCUSSION - FY2026 CDBG Projects - Mountainland Association of Governments

[The recording of the discussion can be found online here at 00:46:29.](#)

Taylor Draney, CDBG Administrator with Mountainland Association of Governments (MAG) led an interactive discussion with the City Council to brainstorm CDBG projects for the upcoming project year. She also provided updates on the projects in the current year and the planning process for next year.

1.D. DISCUSSION - Downtown Master Plan - MHTN Architects

[The recording of the discussion can be found online here at 00:54:44.](#)

Ryan Wallace with MHTN Architects, Inc. led an in-depth discussion on the Downtown Plan, reviewing the concept plan, and organization of the proposed downtown, and sharing feedback from the public from the 2nd survey and the final open house.

Chris Zahas, Principal with Leland Consulting from Oregon was connected electronically. He detailed options for implementation of the Downtown Plan.

[The recording of the Chris Zahas discussion can be found online here at 01:31:31.](#)

1.E. DISCUSSION - Lennar Townhome Exteriors in Parkway Fields

[The recording of the discussion can be found online here at 01:44:14.](#)

Steven Lehmitz presented the item. The City Council approved the preliminary plat and site plan for the Parkway Fields townhomes along Pole Canyon Boulevard on June 6, 2023, with a 3-2 vote. The approval included one condition stating:

"The applicant shall cause all townhouse buildings' two exterior siding material types to cover at least 30% of all sides (ends) of each building."

This condition of approval was reiterated in the Notices of Decision for the final plats. However, the "Approve to Build" letter provided to the City's Building Division specifies only that the buildings must comply with the approved elevations.

Recently, it came to light that Lennar has been submitting and receiving approvals for elevations that differ from what was approved by the City Council. The majority of the townhome buildings in the project have been constructed. Lennar is now requesting permission to continue building the remaining units as they have been.

BJ Ryan with Lennar Homes also addressed the City Council regarding the proposal.

2. AGENDA REVIEW

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham moved to adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember 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 02:15:40.](#)

The meeting was adjourned at 6:17 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:40 PM. As there were no comments, he closed the public comment period.

8. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

[The recording of the Mayor and Councilmember comments can be found online here at 02:07:16.](#)

9. APPOINTMENTS

9.A. Youth Council - Jacob Adams - Fulfilling Term through June 30, 2025

MOTION: *Councilmember Grey moved to appoint Jacob Adams to the Youth Council fulfilling a term through June 30, 2025. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:31:25.](#)

CONSENT AGENDA

10. MINUTES

10.A. January 8, 2025 Minutes - Joint Multi-City Transportation Work Session

10.B. January 9, 2025 Minutes - City Council Work Session Q&A - Idaho National Laboratory

11. RESOLUTIONS

11.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Governing Documents for Firefly Public Infrastructure Districts

11.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel with Ivory Homes and SITLA

11.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus

11.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Ivory Homes and SITLA for 2.038 acres of Right-of-Way to expand Mid-Valley Road

11.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement to Provide Lobbying Services

MOTION: *Councilmember Wood moved to approve the consent agenda, removing Items 11.C. and 11.E. from the consent agenda and placing them at the end of the scheduled items for further discussion. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes

Rich Wood Yes
Brett Wright Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:33:10.](#)

SCHEDULED ITEMS

12. ORDINANCES/PUBLIC HEARINGS

- 12.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Energy-Related Code Amendments

[The recording of the presentation can be found online here at 02:36:00.](#)

Planning Director, Brandon Larsen and Economic Development Director Evan Berrett presented the item. The proposed ordinance amends Eagle Mountain Municipal Code 17.10 Definitions adding energy-related definitions, 17.20 adding an allowed use in the AG Zone, 17.48 adding various permitted uses to the RTI overlay zone, 17.75 inserting standards for special uses for battery energy storage systems, natural gas power plants, small modular reactors, and, adding development requirements to 17.15 as relating to solar energy projects.

Mayor Westmoreland provided comments regarding the ordinance and technology in energy.

[The recording of the Mayor's comments can be found online here at 03:14:11.](#)

Mayor Westmoreland opened the public hearing at 8:50 PM.

The following individuals spoke during the hearing: Joy Rasmussen, Ruben Perez, Aaron Sauser, Brooks Benson, Caden Wilson, Carmen Valdez, Dallin Hubbard, Dustin Jiminez, Ethan Gunnell, James Russon, Jeff Ruth, Johnny Williams, Matt Memmott, Reagan Peck, Drew Curley, Steve Ellis, Utah San Rafael Energy Lab; Jason Rasmussen, Bettina Cameron, for the Eagle Mountain Nature and Wildlife Alliance; Wilson Gonzalez, Suzanne Ballard, Wade Williams, and Steve Ruggles.

Written comments were submitted by Patrick & Tatyana May, Nathan Washburn, Shawn Wright, Ashley Lott, Sarah Fields, Ivonne Medina, Bartholomew Fuhrman, Michael Anderson, and Mike Kieffer.

Adrienne Bell, Holland & Hart, LLP; and Greg Probst, Consultant, spoke on behalf of Enyo.

David Gray, Associate Vice President VP for Research in Science and Technology also addressed the Council.

Mayor Westmoreland closed the public comment period at 10:15 PM.

[The recording of the Public Hearing portion can be found online here at 03:30:36.](#)

The City Council provided comments regarding the item.

[The recording of the City Council comments can be found online here at 04:56:42.](#)

MOTION: *Councilmember Wood moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 Energy-Related Code Amendments. 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 05:28:48.](#)

Mayor Westmoreland noted he would work with Staff to schedule a Town Hall meeting with Q&A regarding energy.

- 11.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus

[The recording of the item can be found online here at 05:31:24.](#)

The City is looking to construct a new civic campus in the area east of Pony Express Parkway directly across from Cory Wride Park. The City has negotiated a purchase agreement with Ivory Homes and SITLA regarding the purchase of 20.99 acres of land. The purchase price for the property is \$350,166.75 per acre based on its appraised value from an independent third party. The land would be deed-restricted to ensure its intended use is compatible with adjacent properties.

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus with the following changes:*

- 1. Amending references to Fionnuala Kofoed, City Recorder to the new City Recorder, Gina Olsen*
 - 2. Strike any restriction/language on commercial size restrictions.*
- Councilmember Clark seconded the motion.*

Discussion took place regarding the size restrictions, drive-throughs/deed restrictions, and what would be considered a "Public Works" facility.

[The recording of the motion can be found online here at 05:33:16.](#)

AMENDED MOTION: *Councilmember Wood moved to table a Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Ivory Homes and SITLA to purchase 20.99 acres of Land for a Future Civic Campus for review at a future meeting with the following changes:*

- 1. Staff to establish a definition of "Public Works Facility", and*
- 2. Strike references to commercial size limitations.*

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 amended motion can be found online here at 05:37:10.](#)

- 11.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement to Provide Lobbying Services

[The recording of the discussion can be found online here at 05:38:42.](#)

ThinkUtah, a new lobbying service led by former Utah State Senator Jake Anderegg, has proposed providing general lobbying services to represent the City before federal, state, and local government leaders in support of the City's transportation and other strategic goals.

Mr. Anderegg and the City Council engaged in discussions regarding the proposed agreement.

MOTION: *Councilmember Wright moved to adopt a Resolution of Eagle Mountain City, Utah, Approving an Agreement to Provide Lobbying Services for one year at a rate of \$60,000 annually. 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 06:12:09.](#)

13. MOTION

- 13.A. MOTION - Assignment of City Council Board Liaisons

[The recording of the discussion can be found online here at 06:15:32.](#)

Mayor Westmoreland reviewed the proposed City Council liaison assignments to various boards and commissions for 2025. City Councilmembers provided feedback.

Assignments were made as follows:

- **Councilmember Donna Burnham**
 - ULCT, Library Advisory Board, Economic Development (Chamber)

- **Councilmember Melissa Clark**
 - American Legion, Planning Commission Alternate, Parks & Recreation Advisory Board Alternate, and Senior Advisory Council Alternate
- **Councilmember Jared Gray**
 - Parks & Recreation Advisory Board, Senior Advisory Council, School District
- **Councilmember Rich Wood**
 - Eagle Mountain Arts Alliance, Planning Commission, and Pony Express Days Events
- **Councilmember Brett Wright**
 - Mayor Pro Tempore, ULCT, Development Review Committee, Cemetery Advisory Board, Youth Council

14. LEGISLATIVE ITEMS

- 14.A. UPDATE - Legislative Priorities List
- 14.B. UPDATE - Utah Legislation
- 14.C. Discussion - Utah Valley HOME Consortium

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

16. COMMUNICATION ITEMS

- 16.A. Upcoming Agenda Items

17. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 11:42 PM. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 06:22:40.](#)

The meeting was adjourned at 11:42 PM.

Approved by the City Council on March 18, 2025.

Gina Olsen, CMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

MARCH 4, 2025, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Ben Reeves, 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; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator and Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larson, Planning Director; Todd Black, Wildlife and Environmental Planner; Gina Olsen, City Recorder; Mack Straw, Public Utility Manager; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities Director; Zac Hilton, Public Services Manager; Brad Hickman, Public Works Director; Michele Graves, Library Director; Kristin Allred, Library Assistant Director; Embret Fossum, UFA Battalion Chief; Erik Knutzen, Chief Deputy Sheriff, David Salazar, Assistant City Engineer, John Magness, Management and Policy Analyst; Lacie Messerly, Deputy Recorder.

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Deputy City Manager; Angela Valenzuela, Human Resources Manager; Chas Glenn, Administrative Assistant. *Marcus Draper joined electronically after the Work Session.*

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 4:04 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. UPDATE/DISCUSSION - Mid-Valley Road Feasibility Study

[The recording of the discussion can be found online here at 00:01:44.](#)

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.

Assistant City Engineer David Salazar introduced Kevin Croshaw and David Bezzant from Avenue Consultants to discuss the Mid-Valley Road Feasibility Study.

While this update is early in the study process, the Avenue team wanted to provide their initial findings and requested feedback from the City Council. Four possible road alignments were reviewed following an interactive discussion in which the City Council provided weighted input on their preferences. The

Council identified travel time and project cost as key factors in selecting the final road alignment. The factors taken into account were Project Cost, Property Impact, Travel Time, Aesthetics, and Maintainability.

1.B. DISCUSSION - Proposed Revisions to the Mortgage Assistance Program

[The recording of the discussion can be found online here at 01:10:03.](#)

Director of Legislative Affairs Clifford Strachan and Jacinda Montano, owner of Ultimate Home Lending and program administrator introduced proposed revisions to the Mortgage Assistance Program, adopted by the City Council on 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 worked through the first round of applications, some changes have been identified that it was felt would improve the program. Staff will return with 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.

1.C. UPDATE - Legislative Lowdown - 2025 Session

[The recording of the discussion can be found online here at 02:04:26.](#)

Due to time constraints, Clifford Strachan very briefly addressed on a couple of bills. He stated he and John Magness, Legislative Policy Analyst, would prepare a detailed memo from the 2025 Utah State Legislative session (January 21 to March 7, 2025).

The Council requested an update from lobbyist Dave Stewart at a future meeting.

2. AGENDA REVIEW

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

[The recording of discussion can be found online here at 02:10:38.](#)

Councilmember Wright corrected the time of adjournment on the February 18, 2025, City Council meeting minutes.

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.

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

Councilmember Wood requested these items be removed from the consent agenda and placed on the scheduled items for discussion after item 13.A.

- 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

[The recording of the discussion can be found online here at 02:12:24.](#)

At the request of Councilmember Gray, Economic Development Director Evan Berrett outlined the contract amendment, explaining that it extends the agreement for a partial term and that he does not anticipate a need for The Retail Coach, LLC's services beyond this fiscal year. He acknowledged that the work done by The Retail Coach has been extremely helpful and has allowed him to gain greater traction in Economic Development.

3. ADJOURNMENT OF WORK SESSION

[The recording of the adjournment can be found online here at 02:18:24.](#)

The work session was adjourned at 6:22 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:05 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. RECOGNITION

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

[The recording of the recognition can be found online here at 02:22:01.](#)

Mayor Westmoreland recognized Assistant Library Director Kristin Allred for her efforts in completing the lengthy course completion of the UPLIFT (Utah Public Library Institute For Training).

Ms. Allred noted the program took five years to complete rather than three due to COVID.

8. PUBLIC COMMENTS

[The recording of the public comments can be found online here at 02:24:20.](#)

Mayor Westmoreland opened the public comment period at 7:09 PM.

The following individuals spoke during the public comment period: Joy Rasmussen, Jason Rasmussen, Micala Ricketts, Shalai Matagi, Reagan Peck, and Steve Porretta.

Mayor Westmoreland closed the public comment period at 7:24 PM.

9. CITY COUNCIL/MAYOR ITEMS

Mayor Westmoreland noted Councilmember Gray and City Attorney Marcus Draper were attending the Policy Session meeting electronically.

The Mayor and Councilmembers offered comments to the public.

[The recording of the Mayor and Councilmember comments can be found online here at 02:40:22.](#)

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

MOTION: *Councilmember Wright moved to approve the Consent Agenda, removing items 12.C. and 12.D. from the agenda and placing them after Item 13.A. on the regular agenda. Councilmember Rich 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 02:50:02.](#)

SCHEDULED ITEMS

13. ORDINANCES

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

[The recording of the discussion can be found online here at 02:51:06.](#)

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.

City Attorney Marcus Draper clarified this is a development agreement, not an amended agreement, as there have been no prior agreements with Enyo.

[The recording of the discussion can be found online here at 03:00:13.](#)

Enyo Principal Christine Mikell addressed the Council regarding this item.

[The recording of Ms. Mikell's report can be found online here at 03:00:13.](#)

The City Council discussed the agreement and asked questions of clarification.

[The recording of the Council and staff discussion with the applicant continues online here at 03:09:22.](#)

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement as presented in the agenda packet. Councilmember Wood seconded the motion.*

[The recording of the motion can be found online here at 03:43:17.](#)

Councilmember Clark asked for clarification on the motion, noting that an updated version (eight) had been sent to the City Council by the City Attorney that addressed height requirements in the definition section. Councilmember Wright concurred.

AMENDED MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Enyo Development Agreement to include the height revision to the power pole to 175 feet in the definition section as requested by Enyo Development. Councilmember Wood seconded the amended motion.*

Donna Burnham	Yes
Melissa Clark	Yes

Jared Gray	No
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a vote of 4:1.

Councilmember Gray clarified his no vote stating the City should be good partners with its data centers and Enyo, he just felt some things could be tightened up.

[The recording of the motion can be found online here at 03:44:00.](#)

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

[The recording of this discussion can be found online here at 03:45:46.](#)

MHTN Architects, Inc. has been working with Staff since August 2024 to complete a Downtown Plan for Eagle Mountain City. MHTN has held public open houses, conducted online surveys, been present at various City events to gather feedback, held focus group interviews, and other items. The plan has been presented to the City Council at a previous work session and is now ready in its final form for adoption.

Councilmember Rich Wood clarifies the masterplan while visually appealing but would like further discussions about the body of the language that is being proposed.

Councilmembers discuss further action and what to expect next with the Downtown Master Plan.

MOTION: *Councilmember Burnham moved to adopt the Resolution of Eagle Mountain City, Utah Adopting the Downtown Master Plan. Councilmember Wright seconded the motion.*

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

The motion passed with a vote of 3:2.

[The recording of this motion can be found online here at 03:57:09.](#)

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

[The recording of the discussion can be found online here at 03:57:56.](#)

Evan Berrett presented the item, noting the resolution text he used for the Resolution that the City Council adopted at its February 18, 2025 meeting was borrowed from another community. Unfortunately, staff was notified it was inadequate for what was required to initiate the creation of a project area plan and budget with the Utah Inland Port Authority (UIPA). The updated resolution amends the text from “inviting consideration toward creation of a project area” to “inviting the UIPA to create the project area”.

Mr. Berrett stated that UIPA was unable to attend the meeting but could participate in a future meeting if the decision was continued.

Councilmembers expressed concerns about the background and document and requested more clarification and education. The Council would like information about sewer treatment, airport, roads, and anything Staff and the Mayor deem beneficial, from the UIPA.

MOTION: *Councilmember Clark moved to table the Resolution, Supporting the Creation of a Utah Inland Port Authority Project Area in Eagle Mountain City, for further discussion. Councilmember Rich 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 this motion can be found online here at 04:18:24.](#)

14. TRAINING

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

This item was continued to a future meeting as City Attorney Marcus Draper had to leave the meeting.

15. LEGISLATIVE ITEMS

15.A. UPDATE – Legislative Priorities List

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

[The recording of the discussion can be found online here at 04:23:13.](#)

Mayor Westmoreland updated the City Council on recent items from MAG, and the Unified Fire Authority Board.

Embrett Fossum, UFA Battalion Chief gave an update on new Unified Fire Authority equipment that will be used for Eagle Mountain and Saratoga Springs. He also talked about staffing developments and potential new station locations.

[The recording of the report can be found online here at 04:29:01.](#)

Councilmembers discussed general business including updates to the Transportation Map and the recent Chamber of Commerce Gala.

17. COMMUNICATION ITEMS

17.A. Upcoming Agenda Items

17.B. Financial Report

18. ADJOURNMENT

MOTION: *Councilmember Rich Wood moved to adjourn the meeting at 9:17 PM. Councilmember Melissa 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 04:32:35.](#)

The meeting was adjourned at 9:17 PM.

Approved by the City Council on March 18, 2025.

Gina Olsen, CMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL BUDGET WORK SESSION MINUTES

MARCH 11, 2025, 3:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

CITY STAFF PRESENT: Benjamin Reeves, City Manager; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Administrative Services; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Brandon Larson, Planning Director; Gina Olsen, City Recorder; Cliff Strachan, Director of Legislative Affairs; Mack Straw, Public Utilities Manager; Vince Hogge, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Public Services Manager; Brad Hickman, Public Works Director; Michele Graves, Library Director; Kristin Allred, Library Assistant Director; Terrence Dela Pena, Finance/Management Analyst; Carson Stapley, IT Manager; and John Magness, Management and Policy Analyst/Legislative Affairs.

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Deputy City Manager; and Fionnuala Kofoed, Assistant City Manager.

3:00 PM BUDGET WORK SESSION – CITY COUNCIL CHAMBERS

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 3:04 PM.

[The recording of the introductions can be found online here at 00:07:26.](#)

2. DISCUSSION OF PROPOSED BUDGET

2.A. Personnel, Operations, & One-time Expenses

Human Resource Manager Angela Valenzuela and Administrative Services Director Kimberly Ruesch reviewed key budget topics regarding personnel including:

- Compensation Plan
- Market Adjustments
- Benefits
- Retirement
- Personnel Requests
- Utah County Sheriff's Contract
- One-Time Expense Requests

A recent salary survey completed by the City was reviewed, comparing its findings against the annual wages of City employees

[The recording of the discussion can be found online here at 00:07:52.](#)

Finance/Management Analyst Terrence Dela Pena then reviewed utility rate scenarios with the City Council that might support additional personnel.

[The recording of the discussion can be found online here at 00:51:50.](#)

Ms. Ruesch reviewed the one-time budget requests. These are not expected to be covered by operating revenues within the year, unless they can support it. Generally, these requests use fund balance in the General Fund and reserves in other divisions.

[The recording of the discussion can be found online here at 01:01:23.](#)

Staff discussed information regarding the potential for a RAP (Recreation, Arts, and Parks) Tax with the City Council.

[The recording of the discussion can be found online here at 01:07:53.](#)

The City Council discussed items that were reviewed, asked questions of clarification, and provided feedback.

[The recording of the discussion can be found online here at 01:23:43.](#)

3. ADJOURNMENT

The meeting was adjourned at 5:04 PM.

[The recording of the adjournment can be found online here at 01:55:56.](#)

Approved by the City Council on March 18, 2025.

Gina Olsen, CMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	MASTER SITE PLAN - Pinnacles B-3
ITEM TYPE:	Master Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Century Communities, Toby Cordova representing

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category(ies)/Setting(s): Neighborhood Residential 2 & 3 [see attached MDA exhibit, page 23 of 25] Zoning: MF-1 & MF2 per Pinnacles Development Agreement	13.20

PUBLIC HEARING

No

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Approve the Master Site Plan as presented, contingent on developer/development compliance with approval conditions as recommended by the Planning Commission.

BACKGROUND:

The Pinnacles project was approved in 2021 in the community's southwest area. It contains 161 acres and comprises a combination of single-family detached and attached housing. RC, R2 and R3 zoning were overlaid on the project property to support and regulate the detached housing, while MF-1 and MF-2 were assigned to the multi-family area at its west end. A concept level Master Site Plan and a Master Development Agreement were recorded to finalize the Pinnacle's entitlement and vestment. This report addresses a current request for approval of a Master Site Plan for 167 townhouse lots and six (6) open space parcels in the multi-family zoned areas.

The Planning Commission, during their regularly scheduled public hearing of March 11, 2025, voted to recommend approval of the Master Site Plan request, contingent on compliance with Staff recommended approval conditions. Notwithstanding water availability concerns, the developer wished to have the application for the project considered.

ITEMS FOR CONSIDERATION:

Master Site Plan and Preliminary Plat Approvals

Approval of Master Site Plans (site plans exceeding five acres) is predicated on compliance with City code requirements [Conclusions of Law] and requirements of any applicable Development Agreement(s).

- Approval criteria for a [Master] Site Plan Approval request are stated in EMMC §§ 17.100.050 & 17.100.060.
- Approval criteria for multi-family (e.g., townhouse) housing structures are stated in EMMC §§

Site plan reviews and approvals are administrative in nature. Therefore, they are to be approved if all required plan elements are provided in their plan/plat drawings and such are deemed to meet code. Some criteria are subjective. EMMC § 17.040.100.D. allows Master Site Plans to serve as Preliminary Plats, predicated on adequate information being provided to the City as defined by that code subsection and City's approval of the same. [Note: The information below does not recite adopted code standards, only findings related thereto.]

Master Site Plan (EMMC §§ 17.100.050 & 17.100.060) Opinion: The Project has been reviewed by the DRC Committee and suggested corrections/revisions incorporated into plan drawings. The Master Site Plan's present configuration appears to be in conformance with site plan standards pertinent to the MF-1 and MF-2 Zones and to the pre-approved Pinnacles Master Development Plan.

Master Site Plan Standards & Findings:

- A. Use of Property: No sections of undeveloped land are intended to be in B-3
- B. Buffering Screening: n/a
- C. Access: Provided to development from public row transitioning to private drives
- D. Off-Street Truck Loading: n/a
- E. Utilities: Intended to be underground
- F. Grading and Drainage: City Engineering will enforce; grading/drainage plan exhibit attached
- G. Dedication of Water Shares: Water share dedication proposed; see attached exhibit
- H. Protection of Steep Slopes and Natural Drainages: n/a given topography at project site and surrounds

Multi-Family Project Standards Compliance Standards & Findings:

Townhouse & Clubhouse Architecture (refer to attached elevations)

Roofs: As required, project proposes sloping roofs, overhanging eaves & multiple roof planes & heights.

Building Articulation: As required, project features vertical & horizontal articulation, including facade modulation, changes in textures/materials, window patterns, offsets, recesses and projections.

Architectural Detailing: Structures, per callouts and features, appear to feature a majority (10) of 18/19 required code-select features. Architectural roofing does not count towards the element count required. A recommended approval condition addresses this issue.

Building Materials: Structures have two external material types with at least 30% minimum coverage on all building elevations.

Building Colors: Agreeable with code

Garage Doors: Front elevation garage door predominance is n/a -- all units are rear-loaded.

Lighting: All lighting fixtures on buildings (and poles) are to be shielded and down-directed. Given the requirements for pole lights in the City, and that townhouse structures are proposed (vs. commercial buildings), it is anticipated that lighting will be made compliant with code.

Mailbox Structure(s): Cluster mailboxes for multi-family townhouse projects should be used and that those should, in materials and color, harmonize with the buildings to which they are associated.

Mechanical Equipment: Mechanical equipment shall be screened from public view. No precise code standard noted. N/A with townhomes. It is expected that any mechanical units associated with the clubhouse will have roof screening or, more likely, be ground-mounted and must have landscaping and/or screening to hide them from view (though the clubhouse will likely be residential in appearance/design style anyway).

Storage, Loading Areas & Trash Enclosures: Outdoor storage, loading or trash areas require

screening/enclosure. N/A given the nature of structures in the development.

Parking Provision: Required and provided at a rate of 2 non-tandem stalls per unit - plus 1 guest stall for every 3 units (167 units = 56 stalls) - 58 provided; min. 1 stall per unit to be enclosed/covered - two-car garages provided.

Access & Streets: Private service drives and "alleys" -- with connection to public right-of-way all as allowed by/in MF-1 & MF-2 Zones.

Screening: N/A

Open Space & Amenities: All open space is intended to be maintained by a future HOA. Required open space area at max.: 3.83 acres. Proposed open space area: 5.94 acres. As per the DA, 8' wide asphalt walking trails are provided along with landscaped open ground (see landscape plan sheets).

Required Amenity Points: 10 pts. per .1 acre or 100 points per acre = 378 required with 478 proposed. All units are within 1/4 mile of open space and have access thereto. Main open space amenities include, as required for MF1 projects, a pool and clubhouse with related parking and landscaping. Per plans, the open space is to be maintained by the HOA.

Utilities: It should be noted that a letter was supplied with the application vouchsafing that the "developer intends and commits to purchase [sic] water from the city". However, it has been made known that the City does not currently have excess water to sell. A recent code change notes that water may be sold to a developer if not already banked, provided that an application for a final plat was submitted prior to January 01, 2025. Application for Master Site Plan approval(s) for this project (with plat related drawings attached) was submitted on December 06, 2024, and, a preliminary plat for the project was approved in June of last year.

PLANNING COMMISSION ACTION/RECOMMENDATION:

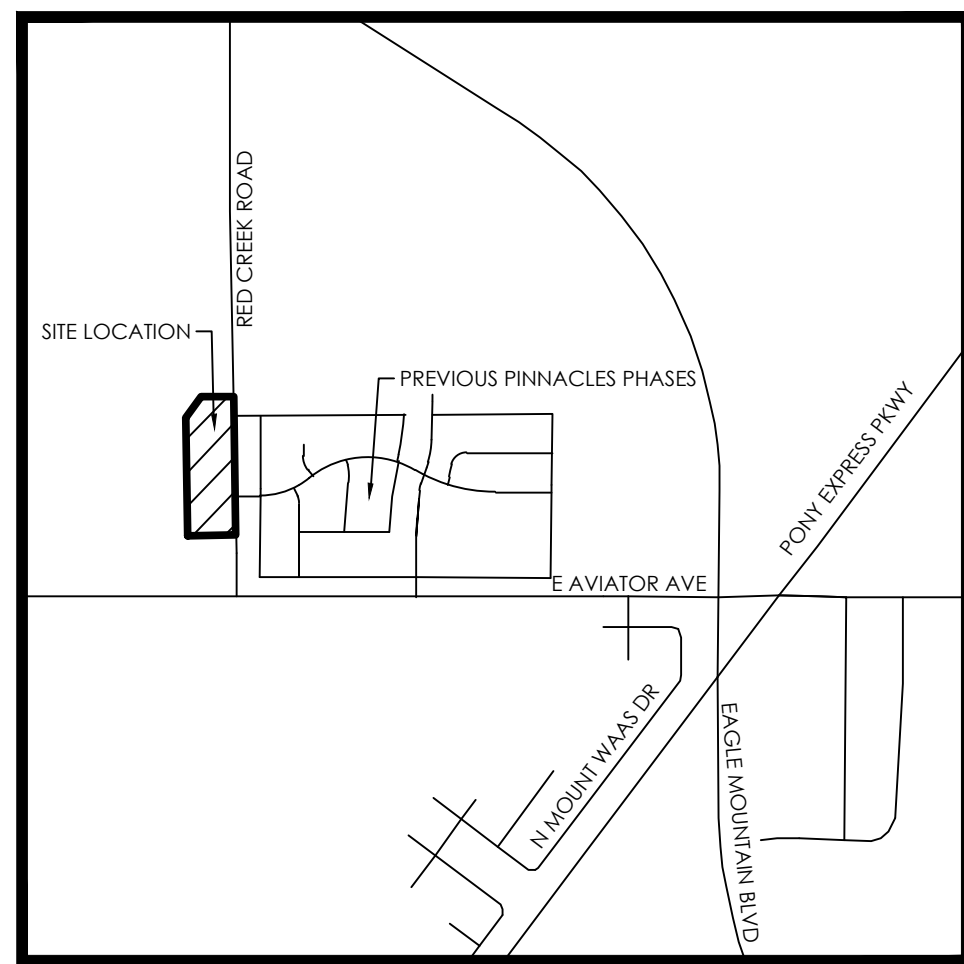
The Planning Commission recommended the Master Site Plan be approved as presented contingent upon developer/development compliance with the following conditions: 1. That the developer/developer comply with all code requirements related to the project -- even if drawings of the project do not feature all details thereof; and, 2. That the Applicant be able to furnish water for the project; and, 3. That the developer/development comply with all Development Agreement requirements pertinent to the project.

ATTACHMENTS:

1. Pinnacles Phase B Plat 3 - Master Site Plan (and associated plat pages)
2. Pinnacles_200 and 600 Series 5-PLEX - Updated Elevations 03.04.2025
3. Open Space - Points Breakdown Message 03.03.2025
4. Pinnacles Phase 3 - Open Space Worksheet
5. Pinnacles Project MDA - 2021

PINNACLES PLAT B PHASE 3

PREPARED FOR:
CENTURY COMMUNITIES
LOCATED IN:
EAGLE MOUNTAIN, UT



VICINITY MAP_{NTS}

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO EAGLE MOUNTAIN CITY STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

SEWER NOTES

1. **PIPE BEDDING:** 3/4" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM)
2. **DEPTH:** SEWER MAIN/LATERALS TO MAINTAIN 4" COVER (MINIMUM) FROM FINISHED GRADE, 3" MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION
3. **SEWER LATERALS:** SEWER MAINS & LATERALS TO MAINTAIN 10" SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS
4. **SEWER Y'S:** 3" MINIMUM SEPARATION BETWEEN SEWER Y'S
5. **LATERAL STUBS:**
6. STUBS MUST EXTEND 15' PAST PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN.
7. ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO, STUBS 15' MIN. (ON 4" PIPE) TO BE CHECKED FOR GASKET LEAKS
8. **MANHOLES:** MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

WATER NOTES

- A. **VALVES:**
- B. VALVES MUST BE FLANGED TO TEE'S (FITTINGS)
- C. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES
- D. **BEDDING:** SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM)
- E. **DEPTH:** WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM). 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
- F. **SERVICES & FITTINGS:** SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS
- G. **SETTERS:** ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE AT 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID. 21" INSIDE DIAMETER CAN HDPE.
- H. **WATER CAN LID:** ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
- I. **WATER CAN:** THE WATER CAN FOR 3/4" & 1" SERVICES WILL NEED TO BE A 21" TALL MINIMUM AND INSIDE DIAMETER. WATER CAN FOR 1-1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
 6949 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047
 (801) 352-0075
PROJECT MANAGER: MATT CHRISTENSEN
SURVEY MANAGER: MATT MERRILL

OWNER/DEVELOPER
CENTURY COMMUNITIES
10644 SOUTH JORDAN GATEWAY SUITE 300
SOUTH JORDAN, UTAH 84095
(303) 957-6677
CONTACT: CHASE TURNER

BENCHMARK

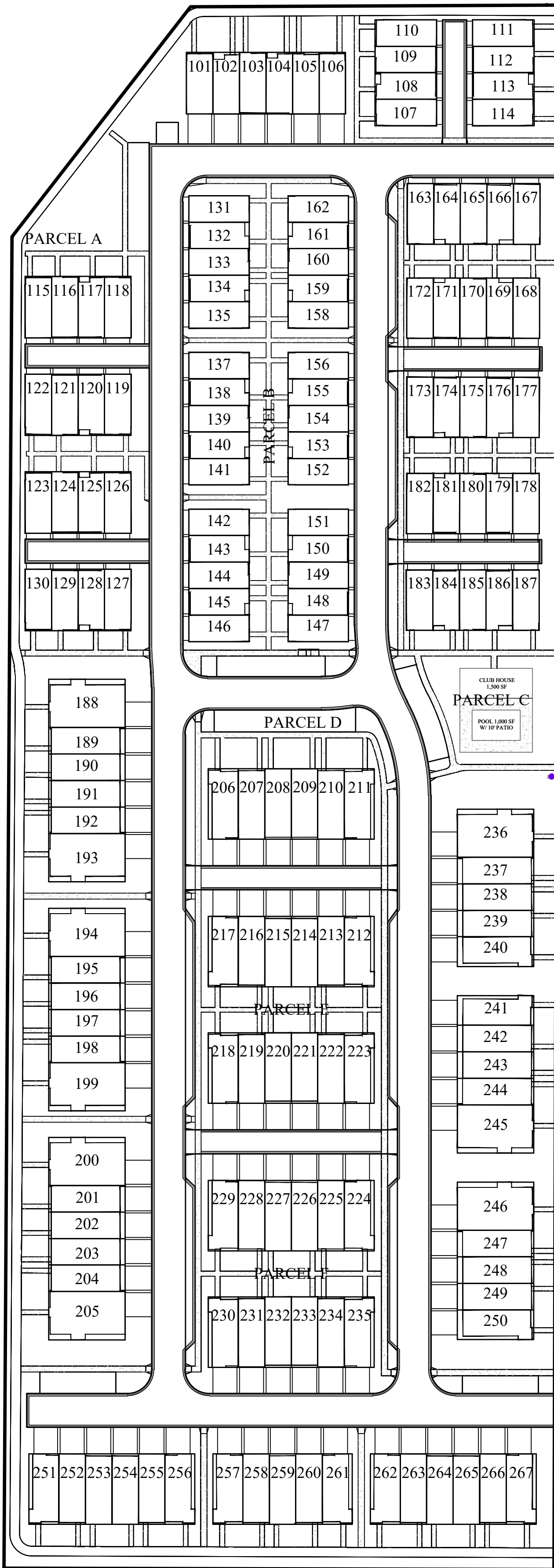
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29

STORM DRAIN NOTES

1. **BEDDING:** 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM)
2. **ADS:** ALL ADS PIPE TO BE "HP" BRAND
3. **COLLARS:** COLLARS TO BE 1"X1" AROUND PIPE, 4000 PSI CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
4. **MANHOLES:** MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.

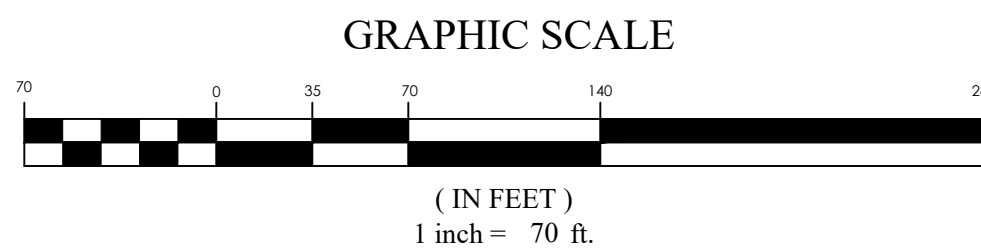
ROAD SECTION NOTES

1. **PROOF ROLLS:** PROOF ROLL REQUIRED ON ALL SECTIONS OF ROAD. I.E. SUB-GRADE, SUB-BASE, CURB BASE, AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION
2. **UTBC:** STATE SPEC. ROAD BASE REQUIRED FOR ALL ROADS, COMMERCIAL BASE ACCEPTABLE FOR SIDEWALKS & TRAILS.
3. **COLLARS:** COLLARS TO BE 1" WIDE BY 1" DEEP WITH A 6000 PSI CONCRETE WITH 4" FIBER MESH PER CURB YARD (3/4" MONOCEMENT) REQUIRED WITH ALL STREET COLLARS. MANHOLE COVERS AND VALVE TOWERS TO BE 1/2" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 1/4" TO 3/8" DOWN FROM ASPHALT EDGE.



SITE MAP

Sheet Number	Sheet Title
C1	COVER
C2.0	FINAL PLAT
C2.1	FINAL PLAT
C3	OVERALL SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	PHASING PLAN
C3.4	HARDSCAPE PLAN
C4	OVERALL GRADING AND DRAINAGE PLAN
C4.1	GRADING AND DRAINAGE PLAN
C4.2	GRADING AND DRAINAGE PLAN
C4.3	GRADING AND DRAINAGE PLAN
C4.4	GRADING AND DRAINAGE PLAN
C4.5	GRADING AND DRAINAGE PLAN
C4.6	GRADING AND DRAINAGE PLAN
C5.1	SEWER PLAN
C5.2	SEWER PLAN
C6.1	WATER PLAN
C6.2	WATER PLAN
C7	EROSION CONTROL PLAN
PP01	MOCKINGBIRD DRIVE
PP02	LONGHORN LANE
PP03	COWBOY COURT
PP04	TRELAWNY DRIVE
PP05	BRISKET LANE
PP06	PECAN PLACE
PP07	BLUEBONNET LANE
PP08	FAIRVIEW WAY
PP09	FAIRVIEW WAY
PP10	FAIRVIEW WAY
PP11	BIG BEND DRIVE
PP12	BIG BEND DRIVE
PP13	BIG BEND DRIVE
PP14	ARMADILLO AVENUE
PP15	MAVERICK COURT
PP16	BELT BUCKLE WAY
PP17	STORM DRAIN
D1	DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L2.0	IRRIGATION PLAN
L2.1	IRRIGATION PLAN
L2.2	IRRIGATION PLAN
L2.3	IRRIGATION PLAN
L2.4	IRRIGATION DETAILS

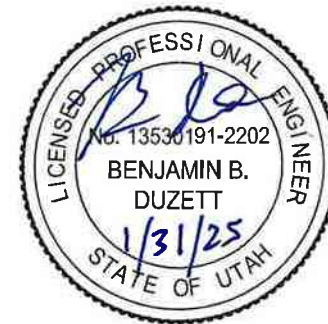
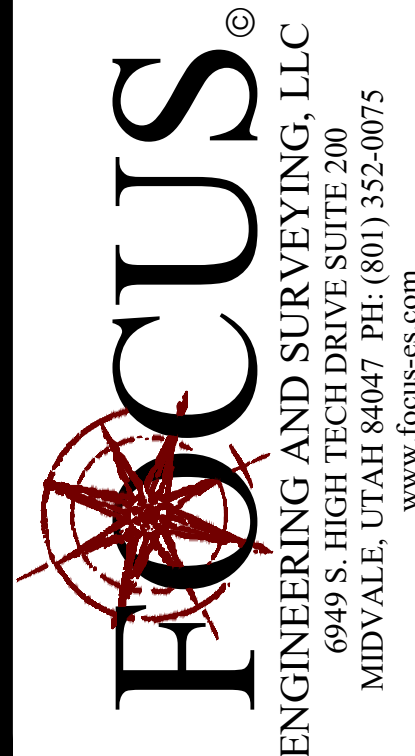


Know what's **below**.
Call 811 before you dig.

PINNACLES PLAT B PHASE 3

EAGLE MOUNTAIN, UT

COVER

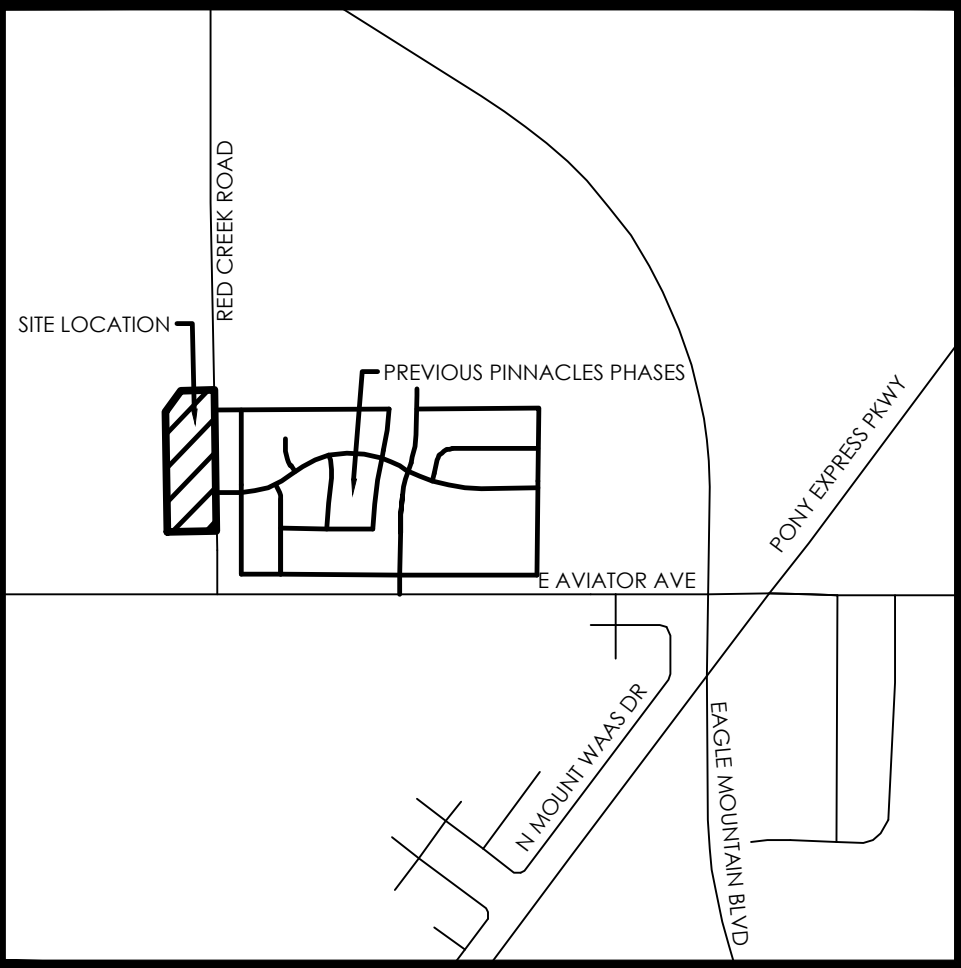


REVISION BLOCK		DATE	DESCRIPTION
	1	04-20-00	04-20-00
	2	04-20-00	04-20-00
	3	04-20-00	04-20-00
	4	04-20-00	04-20-00
	5	04-20-00	04-20-00
	6	04-20-00	04-20-00

COVER

Scale: 1"=70'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	

C1



VICINITY MAP

N.T.S

LEGEND

	BOUNDARY
	SECTION LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	CENTERLINE
	BUILDING SETBACK
	EXISTING PROPERTY LINE
	DRIVEWAYS (COMMON AREA)



SECTION MONUMENT (FOUND)
STREET MONUMENT (TO BE SET)
BOUNDARY MARKERS

NOTES

- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINE, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
- THE PINNACLES COMMUNITY ASSOCIATION CORP., WITH A REGISTERED ADDRESS OF 10644 S JORDAN GATEWAY, SUITE 300, SOUTH JORDAN, UTAH 84095.
- PARCELS A, B, C, D, E, AND F ARE HEREBY CONVEYED TO AND MAINTAINED BY THE HOA.
- ALL PARCELS ARE COMMON AREA AND PUBLIC UTILITY EASEMENTS.

OVERALL SITE TABULATIONS

TOTAL # OF LOTS:	167 LOTS
TOTAL ACREAGE:	13.20 ACRES
TOTAL ACREAGE IN LOTS:	2.81 ACRES
TOTAL AREA IN ROW:	2.34 ACRES
TOTAL ASPHALT AREA:	XXX ACRES OR XXX SQFT.
AVERAGE LOT SIZE:	0.03 ACRES OR 1,296 SQFT.
LARGEST LOT SIZE:	0.06 ACRES OR 2,529 SQFT
SMALLEST LOT SIZE:	0.03 ACRES OR 1,099 SQFT
OVERALL DENSITY:	12.65 LOTS/ACRE
ASPHALT AREA:	2.14 ACRES OR 93,121 SQFT.

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.

DIRECT COMMUNICATIONS _____ DATE _____

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 § 10-9a-603 Rocky Mountain Power accepts delivery of the PUF as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
 - (1) A recorded easement or right-of-way
 - (2) The law applicable to prescriptive rights
 - (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
 - (4) Any other provision of law

ROCKY MOUNTAIN POWER _____ DATE _____

ENBRIDGE GAS UTAH:

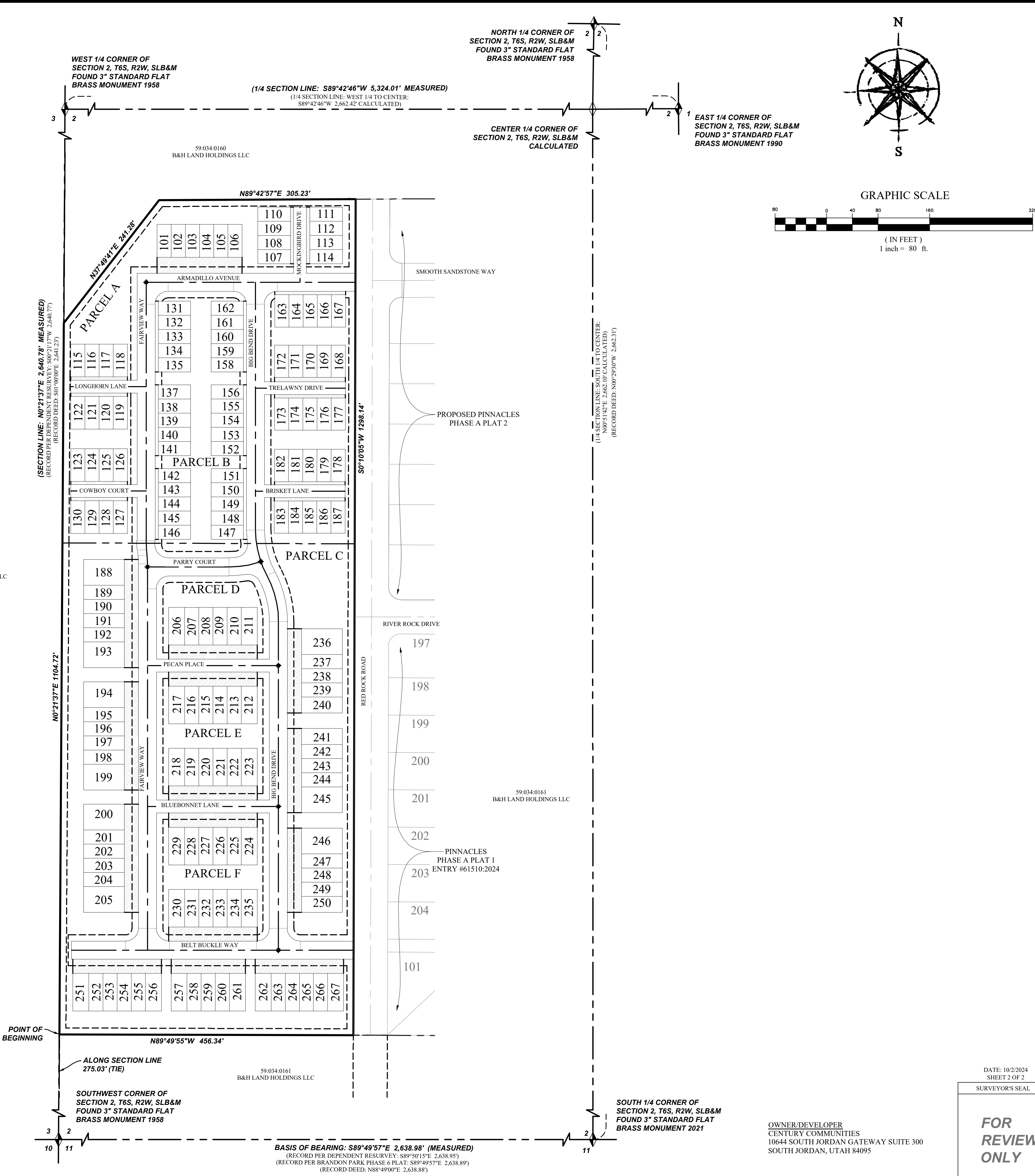
Questar Gas Company dba Enbridge Gas Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

Approved this _____ DAY OF _____ A.D. 20 _____

By: _____

Title: _____



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, have verified all measurements, and have subdivided said tract of land into lots, a parcel, streets, and easements, to be hereafter known as PINNACLES PLAT B, PHASE 3, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

FOR
REVIEW
ONLY

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 183395

DATE _____

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, (the Basis of Bearing for this Survey is S89°49'57\"/>

Beginning at a point located on the Section line, said point being located N0°21'37\"/>

Contains: 13.20 acres:

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(D)(1) THE OWNER HEREBY CONVEYS ALL PRIVATE SERVICE DRIVES AND COMMON AREA AS INDICATED HEREON TO THE PINNACLES COMMUNITY ASSOCIATION CORP., WITH A REGISTERED ADDRESS OF 10644 S JORDAN GATEWAY, SUITE 300, SOUTH JORDAN, UTAH 84095.

OWNER(S):

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

CENTURY LAND HOLDINGS OF UTAH LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL 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 PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

APPROVED BY MAYOR _____

APPROVED BY CITY ATTORNEY _____

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

PINNACLES

PLAT B, PHASE 3

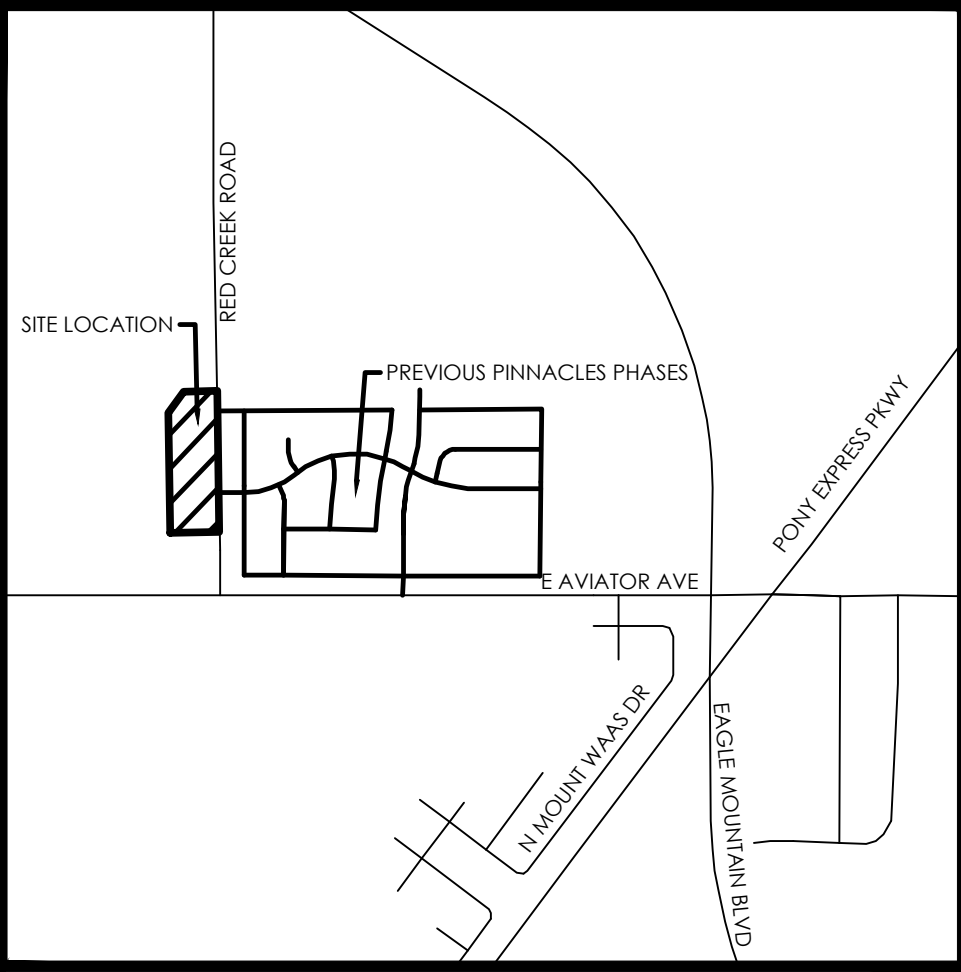
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

DATE: 10/2/2024
SHEET 2 OF 2

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL COUNTY RECORDER SEAL

FOR
REVIEW
ONLY

OWNER/DEVELOPER
CENTURY COMMUNITIES
10644 SOUTH JORDAN GATEWAY SUITE 300
SOUTH JORDAN, UTAH 84095



VICINITY MAP
N.T.S

LEGEND

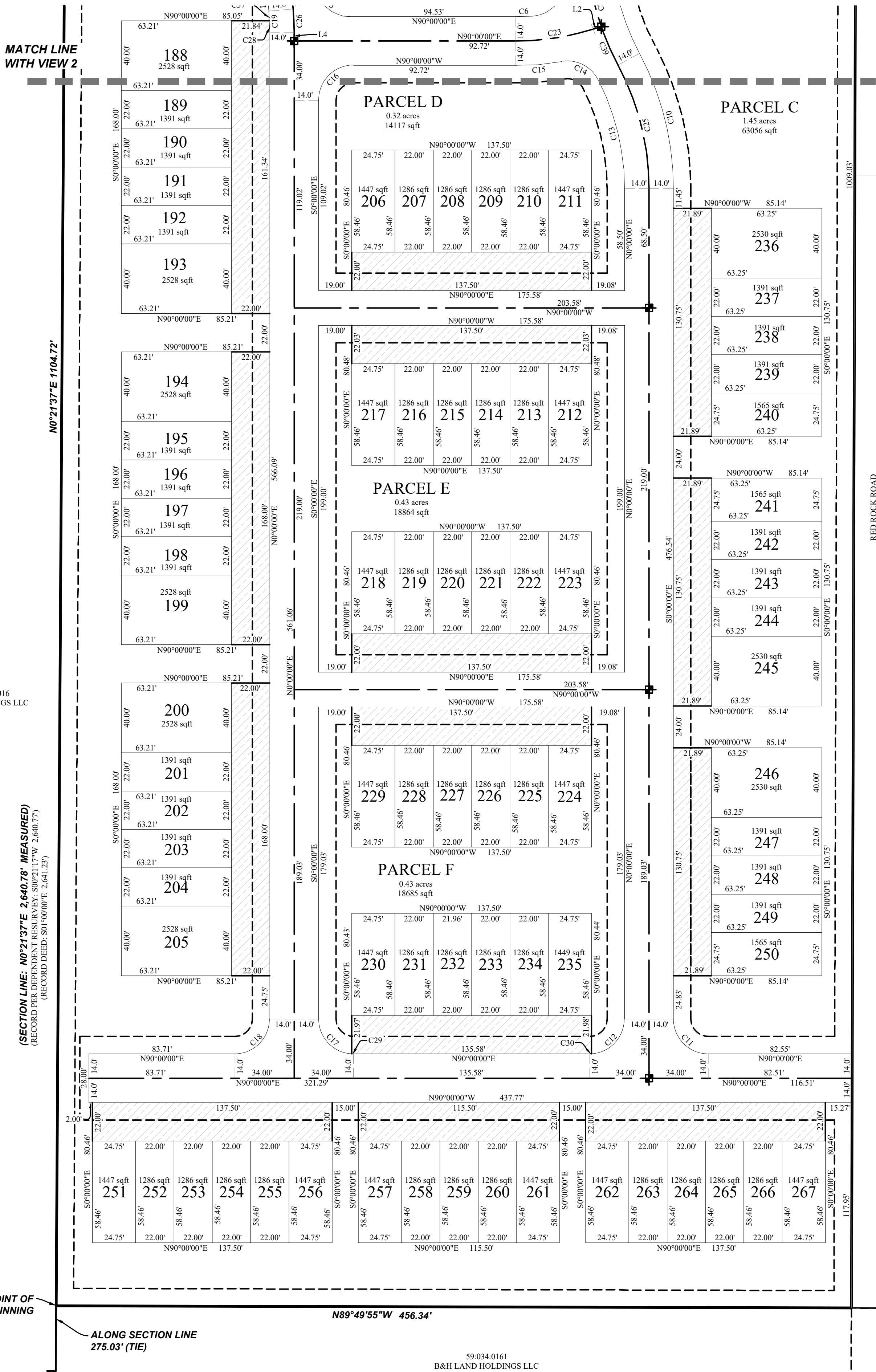
- BOUNDARY
SECTION LINE
EASEMENT
RIGHT-OF-WAY LINE
CENTERLINE
BUILDING SETBACK
EXISTING PROPERTY LINE
DRIVEWAYS (COMMON AREA)
- SECTION MONUMENT (FOUND)
STREET MONUMENT (TO BE SET)
BOUNDARY MARKERS

NOTES

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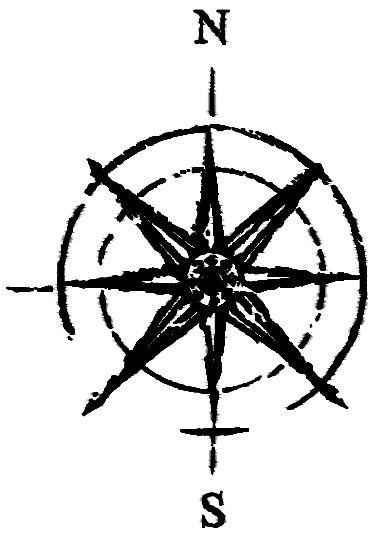
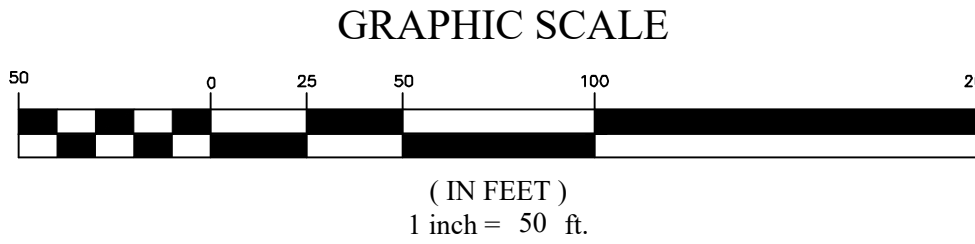
Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	20.00	90°00'00"	31.42	S45°00'00"W
C2	20.00	90°00'00"	31.42	N45°00'00"W
C3	20.00	90°00'00"	31.42	S45°00'00"W
C4	136.00	3°19'42"	7.90	S01°39'51"E
C5	20.00	86°40'18"	30.25	S46°39'51"E
C6	136.00	4°18'12"	10.21	N87°50'54"E
C7	20.00	92°50'03"	32.41	N39°16'46"E
C8	164.00	7°08'16"	20.43	N03°34'08"W
C9	136.00	28°11'18"	66.91	S14°05'39"E
C10	164.00	28°11'18"	80.68	S14°05'39"E
C11	20.00	90°00'00"	31.42	S45°00'00"E
C12	20.00	90°00'00"	31.42	N45°00'00"E
C13	136.55	27°05'36"	64.57	N13°34'28"W
C14	20.00	72°03'35"	25.15	N63°22'43"W
C15	164.00	9°24'31"	26.93	S85°17'45"W
C16	20.00	90°00'00"	31.42	S45°00'00"W
C17	20.00	90°00'00"	31.42	S45°00'00"E
C18	20.00	90°00'00"	31.42	N45°00'00"E
C19	136.00	5°08'30"	12.20	N02°34'15"W
C20	164.00	5°08'30"	14.72	N02°34'15"W
C21	20.00	11°44'01"	4.10	N84°08'00"E
C22	20.00	78°15'59"	27.32	N39°08'00"E
C23	150.00	17°24'21"	45.57	N81°17'50"E
C24	150.00	28°11'18"	73.80	S14°05'39"E
C25	150.00	28°11'18"	73.80	N14°05'39"W
C26	150.00	5°08'30"	13.46	N02°34'15"W
C27	150.00	5°08'30"	13.46	S02°34'15"E
C28	136.00	2°48'18"	6.66	N01°24'09"W
C29	20.00	2°51'58"	1.00	N88°34'01"W
C30	20.00	2°38'12"	0.92	S88°40'54"W
C31	20.00	75°31'21"	26.36	N52°14'20"E
C32	20.00	75°31'21"	26.36	N52°14'20"W
C33	164.00	2°09'47"	6.19	S06°03'22"E
C34	164.00	4°58'29"	14.24	S02°29'14"E
C35	20.00	14°28'39"	5.05	N07°14'20"E
C36	20.00	14°28'39"	5.05	S07°14'20"E
C37	136.00	2°20'12"	5.55	N03°58'24"W
C38	150.00	19°01'06"	49.79	S09°30'33"E
C39	150.00	9°10'12"	24.01	S23°36'12"E

VIEW 1

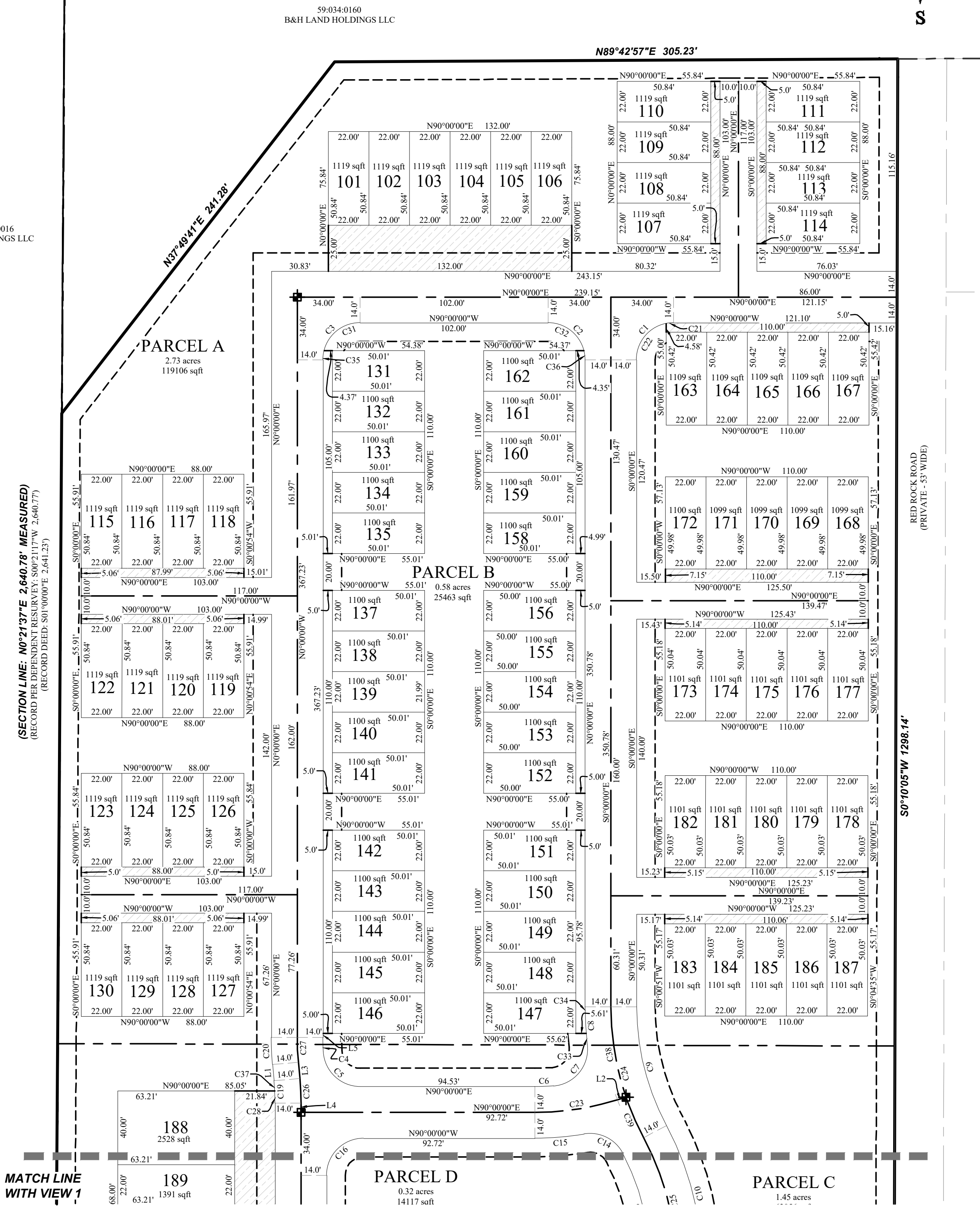


Line Table		
LINE	DIRECTION	LENGTH
L1	N05°08'30"W	8.85
L2	N72°35'39"E	4.82
L3	N05°08'30"W	8.85
L4	N00°00'00"E	5.04
L5	N00°00'00"E	2.23

OWNER/DEVELOPER
CENTURY COMMUNITIES
10644 SOUTH JORDAN GATEWAY SUITE 300
SOUTH JORDAN, UTAH 84095
(303) 957-6677
CONTACT: CHASE TURNER



VIEW 2



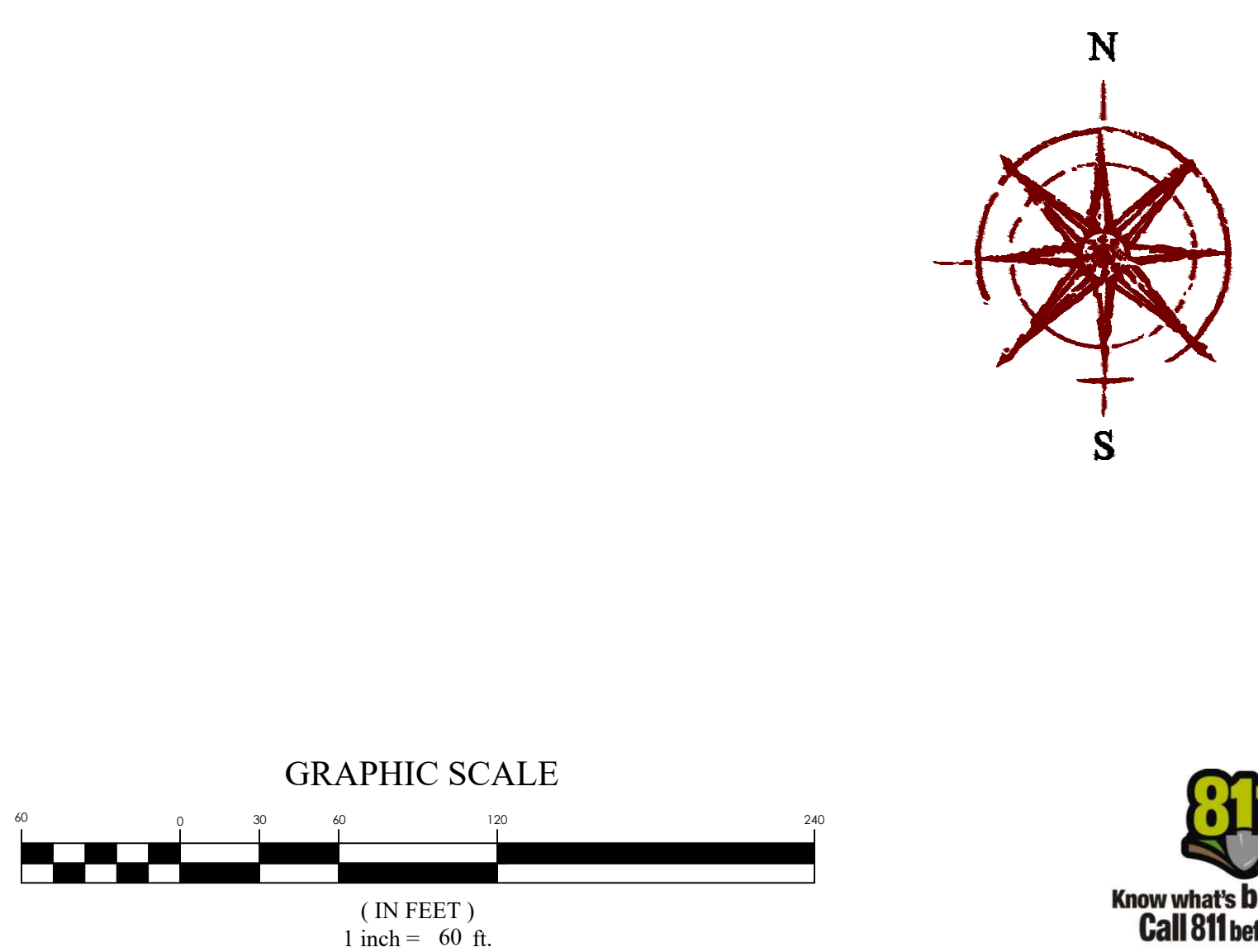
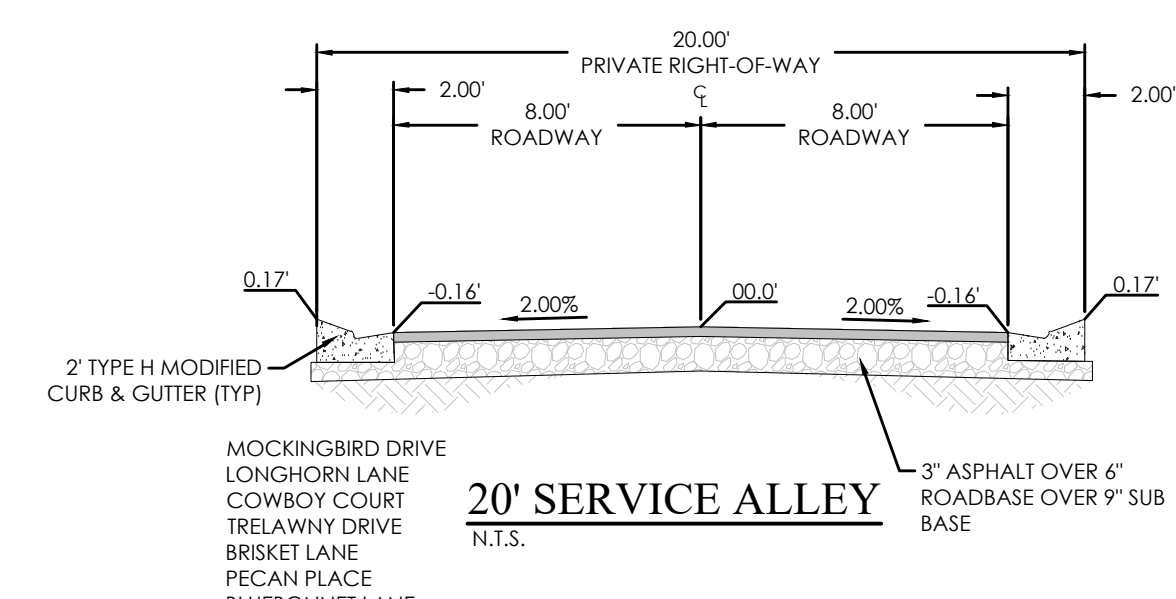
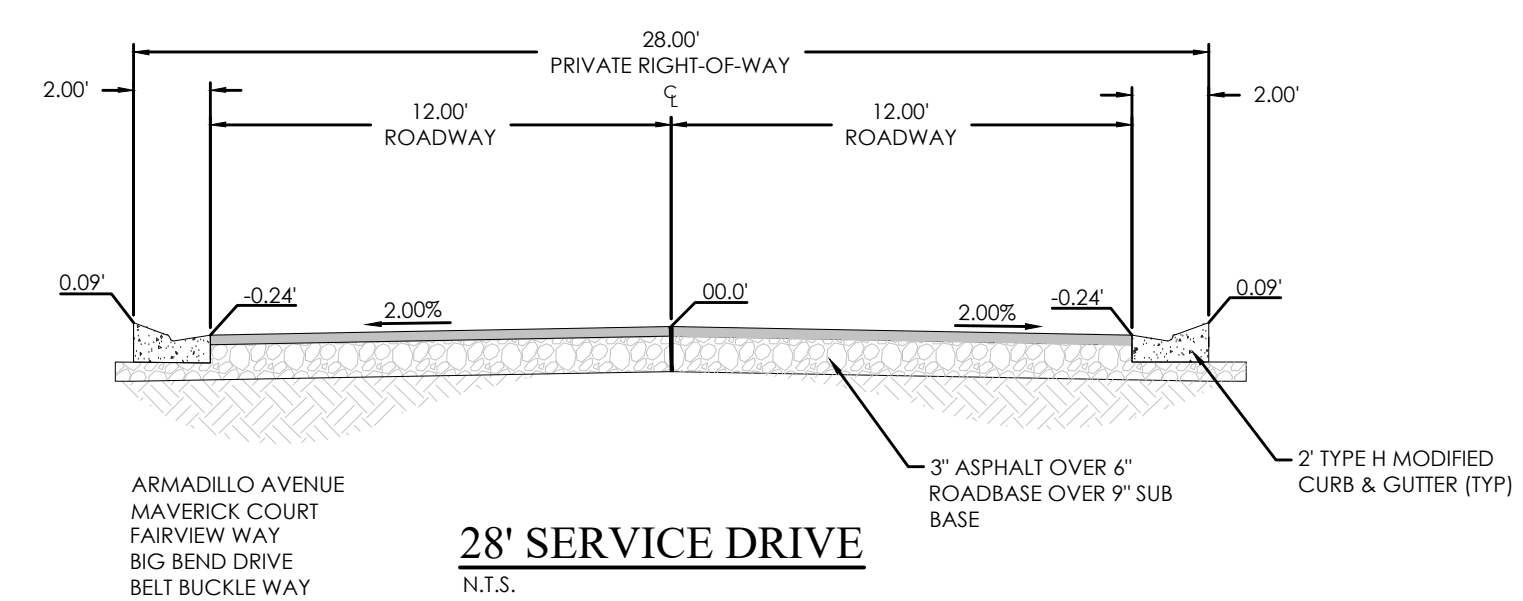
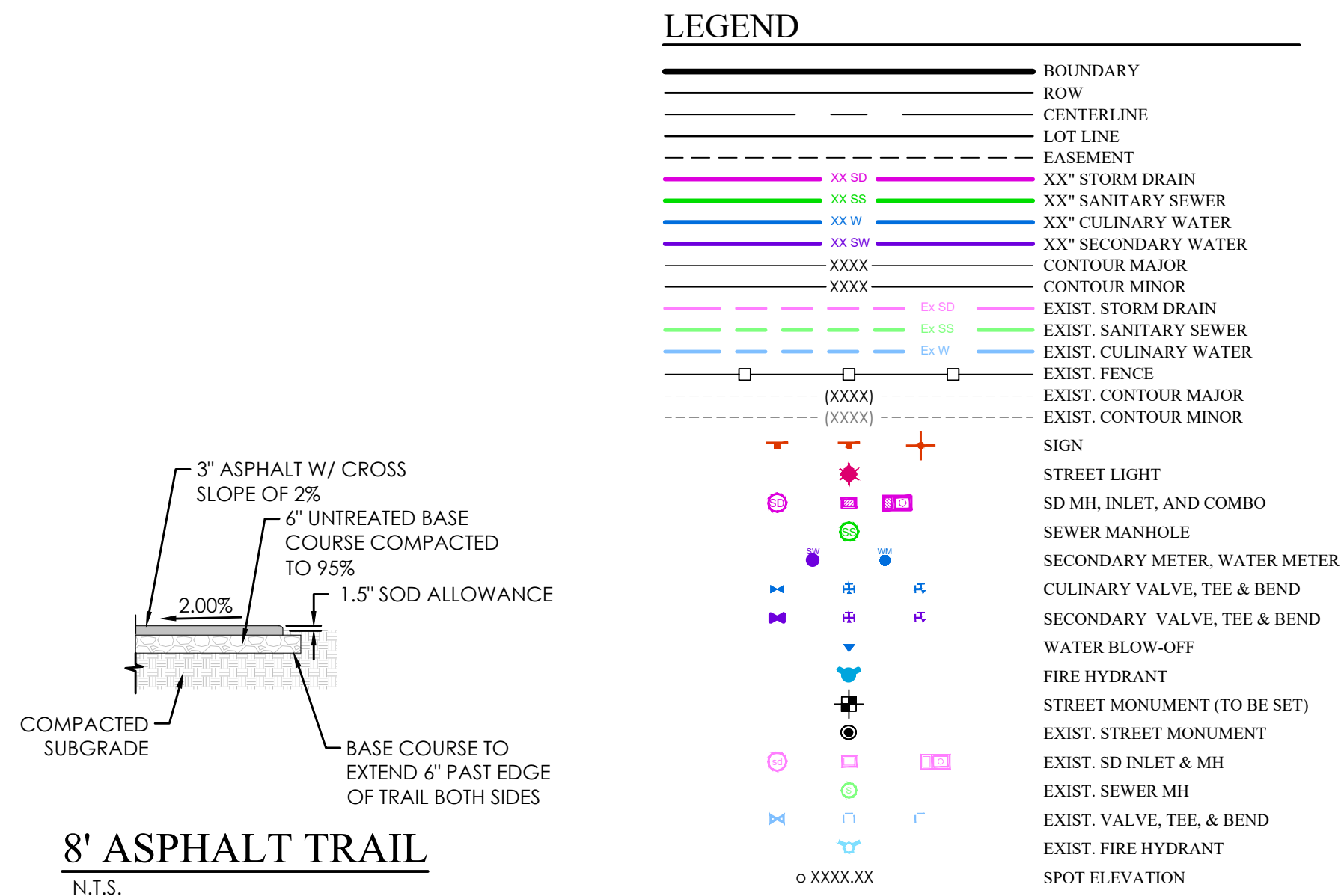
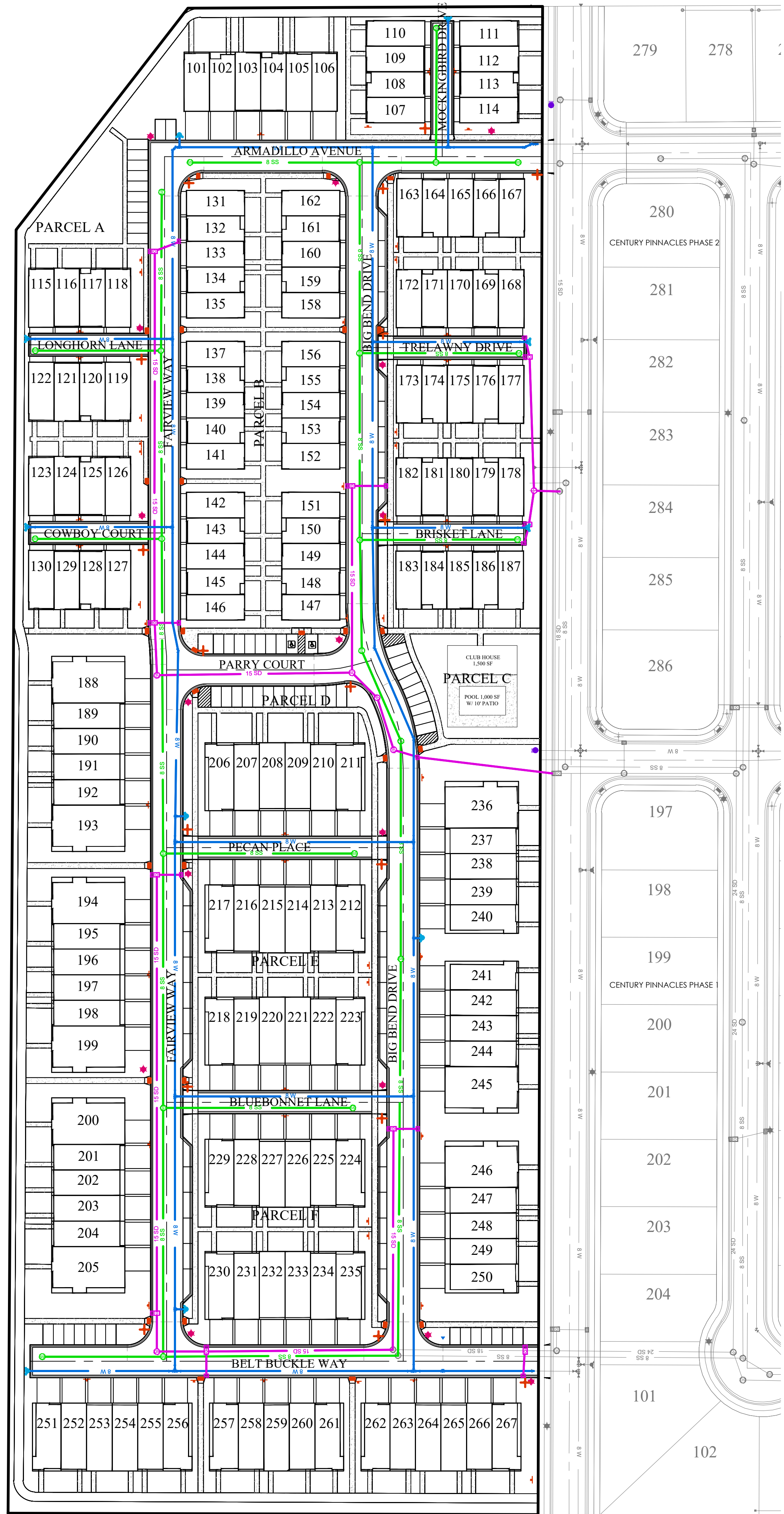
PINNACLES
Phase B PLAT 1

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 2, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

DATE: 10/2/2024
SHEET 2 OF 2

FOR REVIEW ONLY

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL COUNTY RECORDER SEAL



FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

LICENSE: PROFESSIONAL ENGINEER
13531912202
BENJAMIN B. DUZETT
1/31/25
STATE OF UTAH

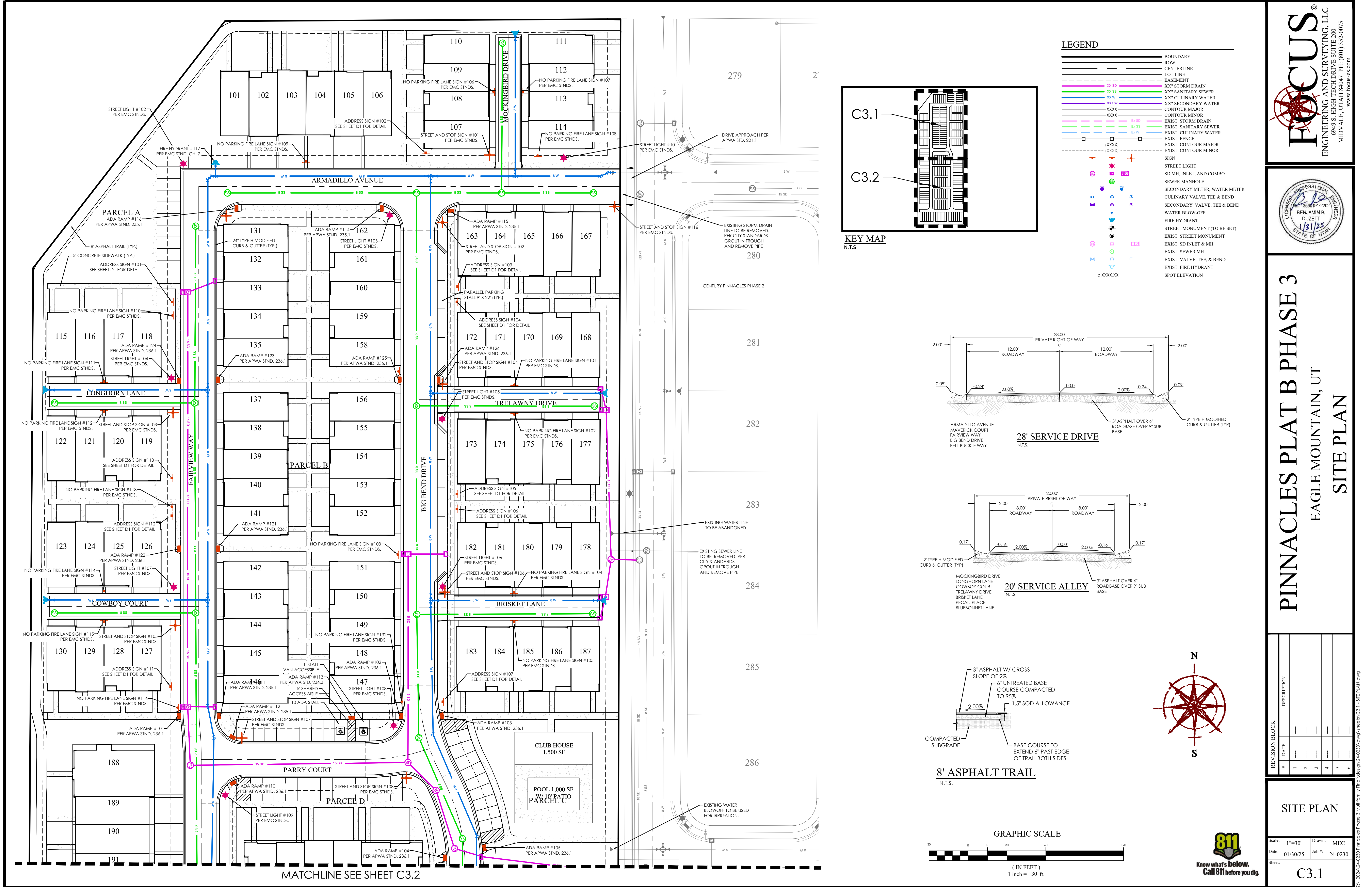
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
OVERALL SITE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

OVERALL SITE PLAN

Scale: 1"=60'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	C3

Z:\2024\24-0230 Pinnacles Phase 3 Multifamily Final Design - 24-0230.dwg Sheets\C3 - SITE PLAN.dwg



FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
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PINNACLES PLAT B PHASE 3

EAGLE MOUNTAIN, UT

SITE PLAN

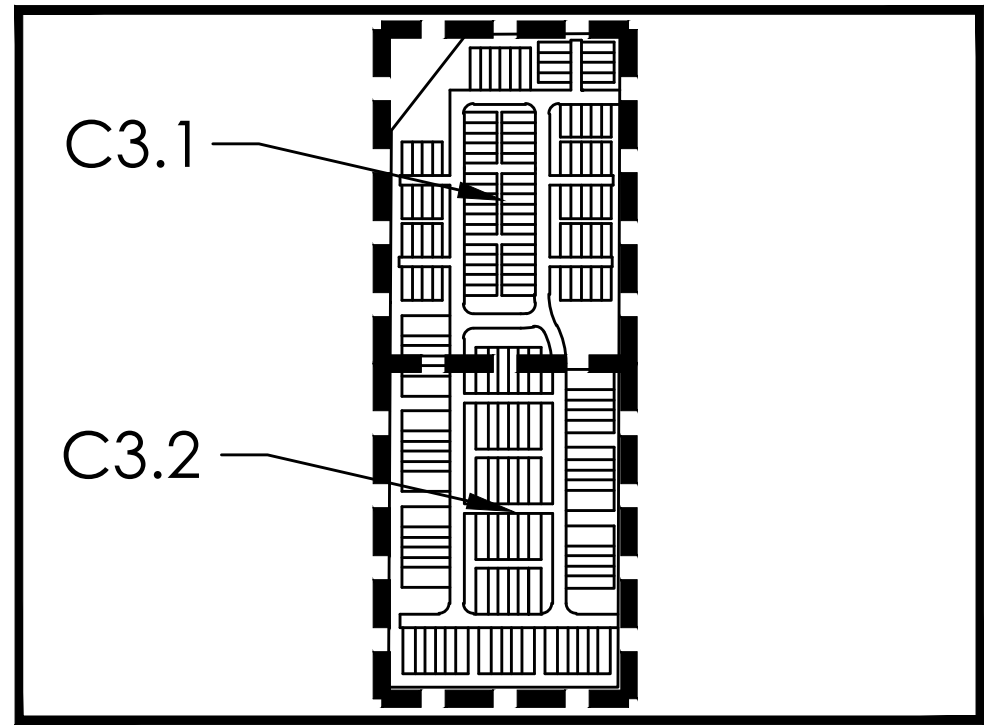
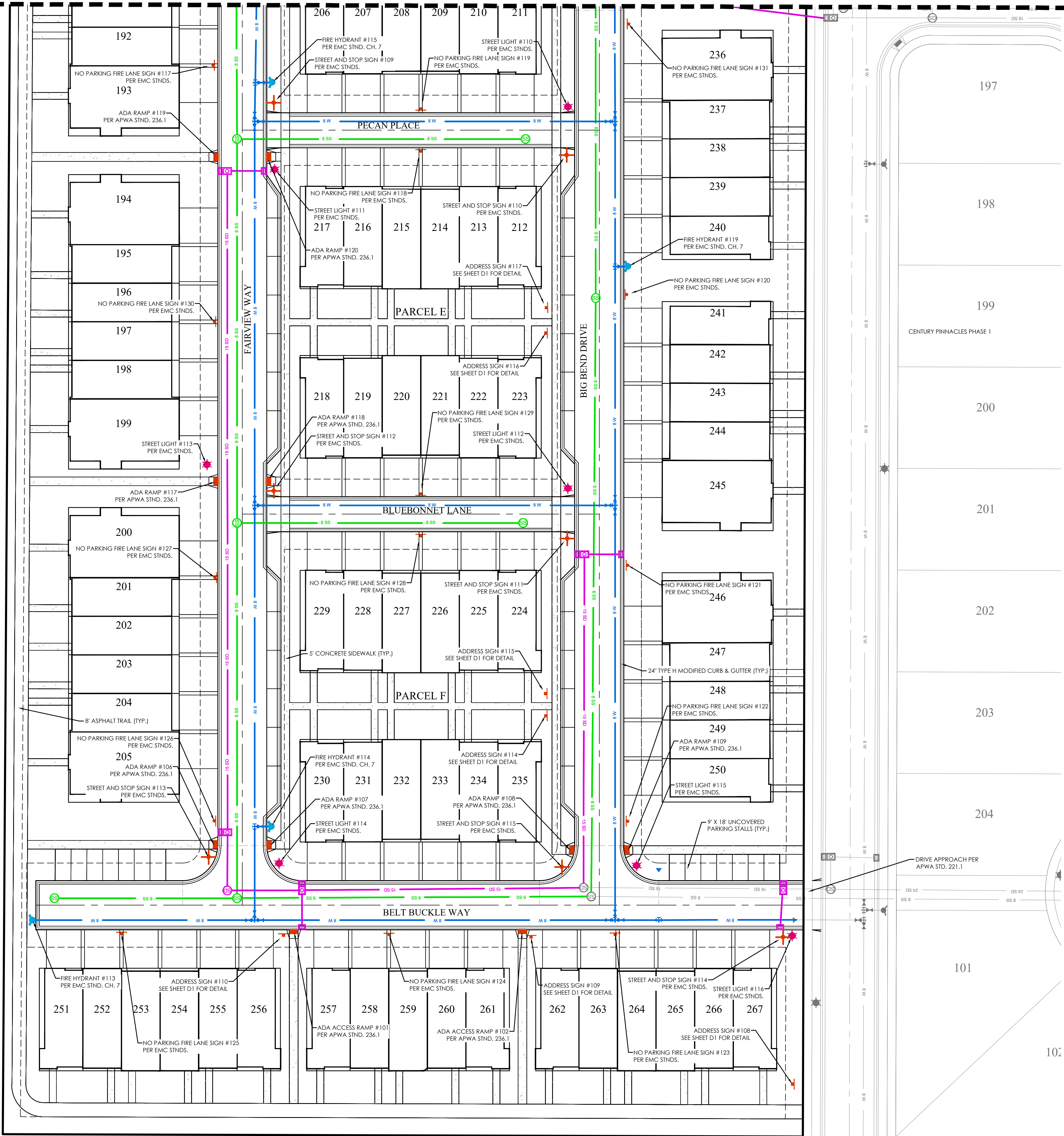
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN

Scale: 1"=30'
Date: 01/30/25
Job #: 24-0230

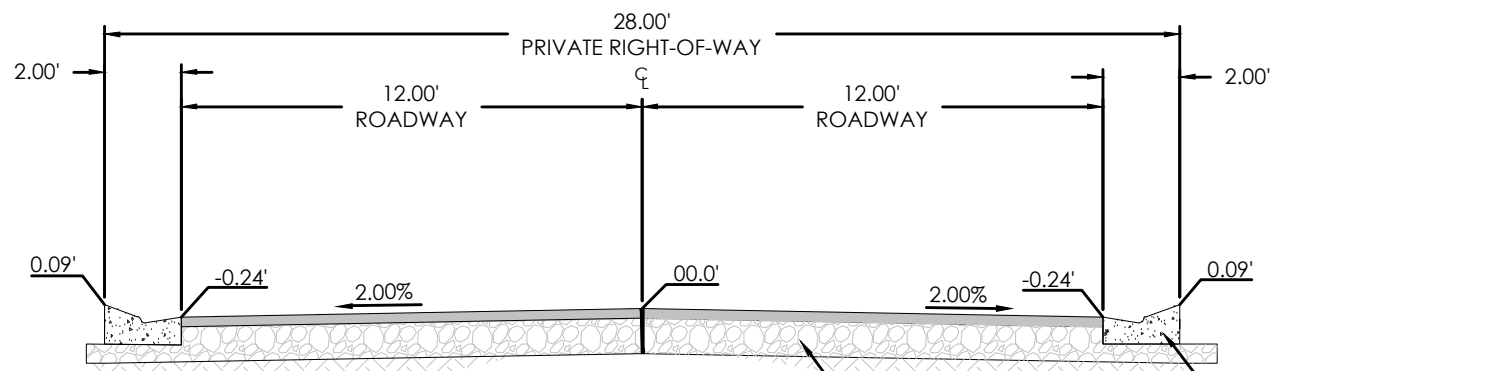
Sheet: C3.1

MATCHLINE SEE SHEET C3.1

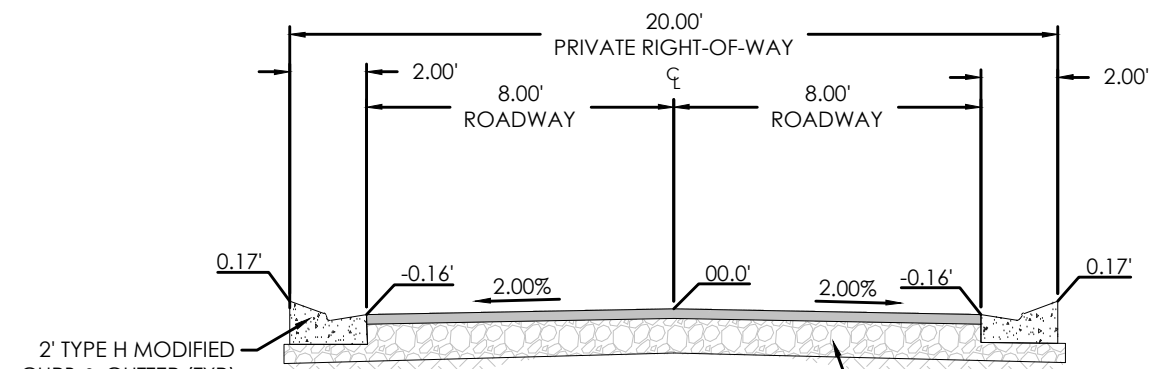


KEY MAP
N.T.S.

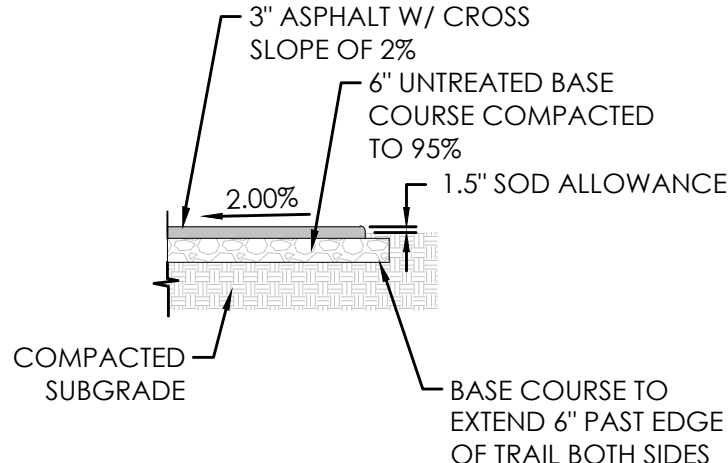
- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX" STORM DRAIN
 - XX" SANITARY SEWER
 - XX" CULINARY WATER
 - XX" SECONDARY WATER
 - XXXX
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



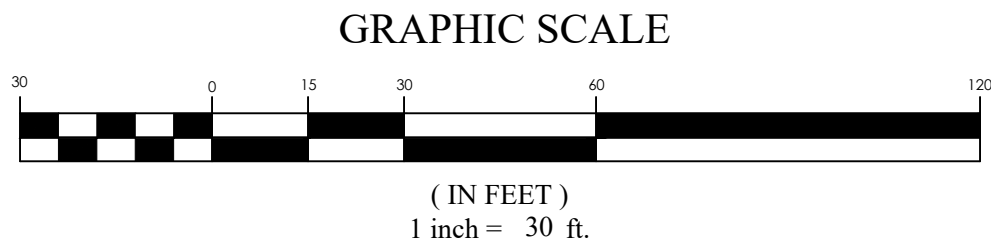
28' SERVICE DRIVE
N.T.S.



20' SERVICE ALLEY
N.T.S.



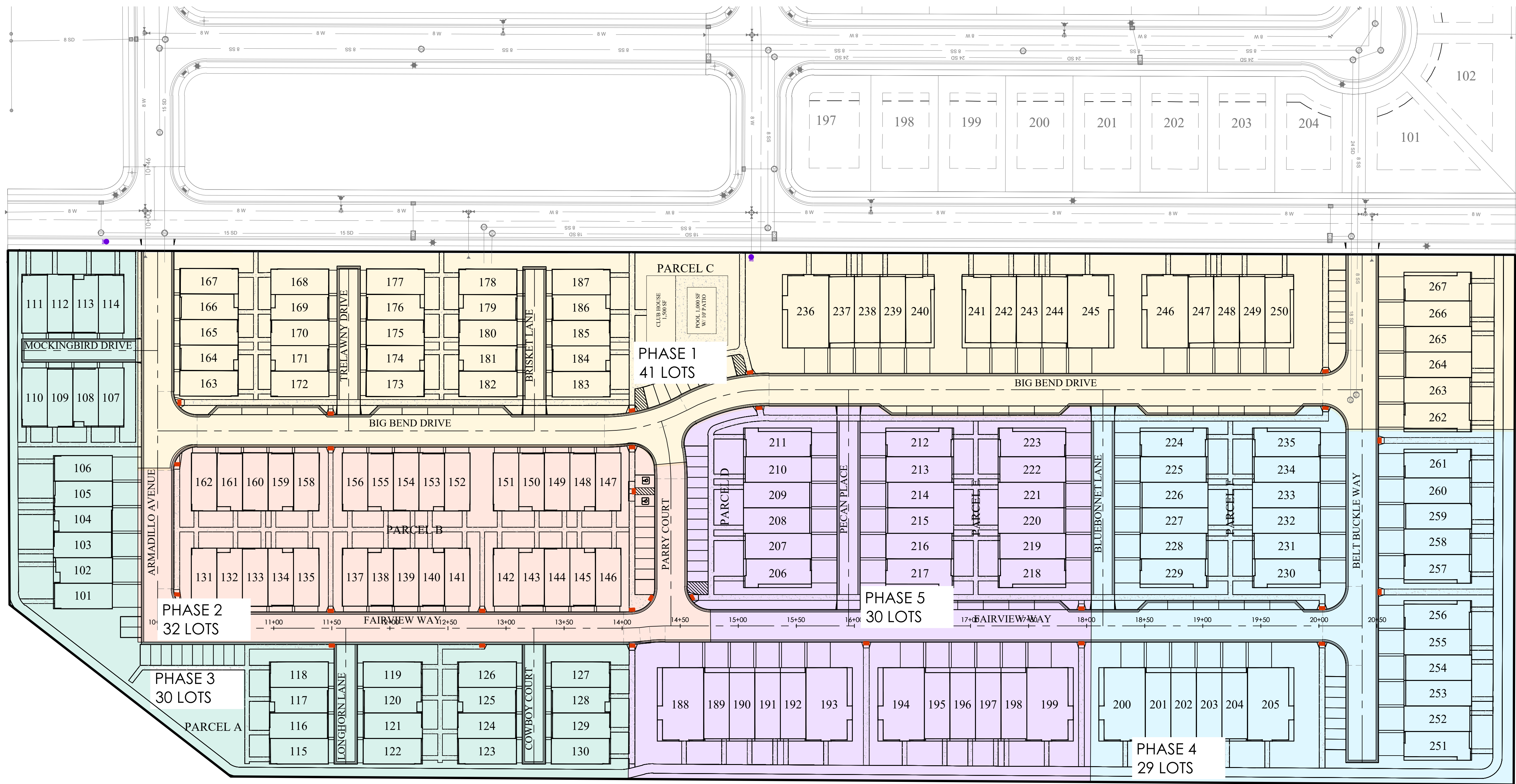
8' ASPHALT TRAIL
N.T.S.



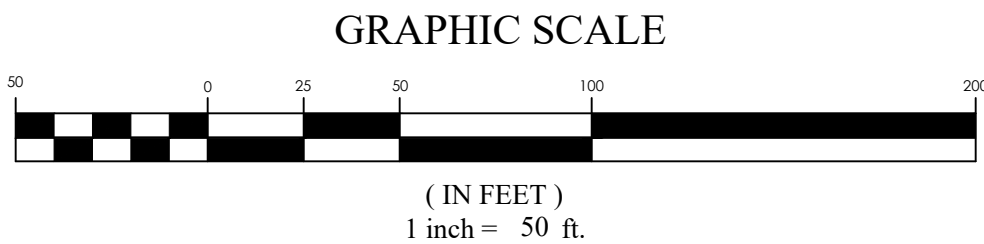
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
SITE PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
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SITE PLAN	
Scale: 1"=30'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	C3.2



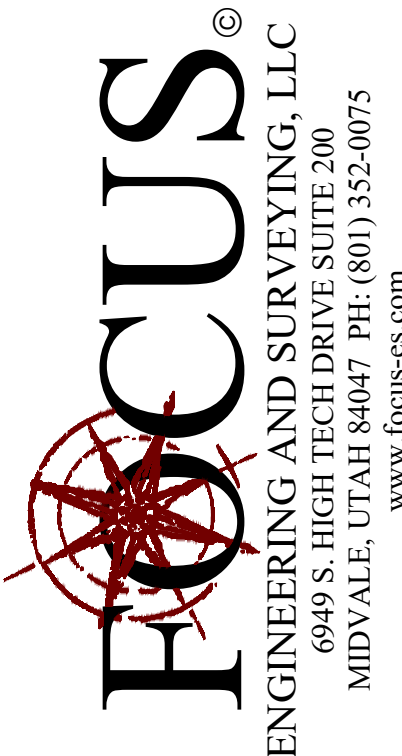
- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX" STORM DRAIN
 - XX" SANITARY SEWER
 - XX" CULINARY WATER
 - XX" SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
PHASING PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
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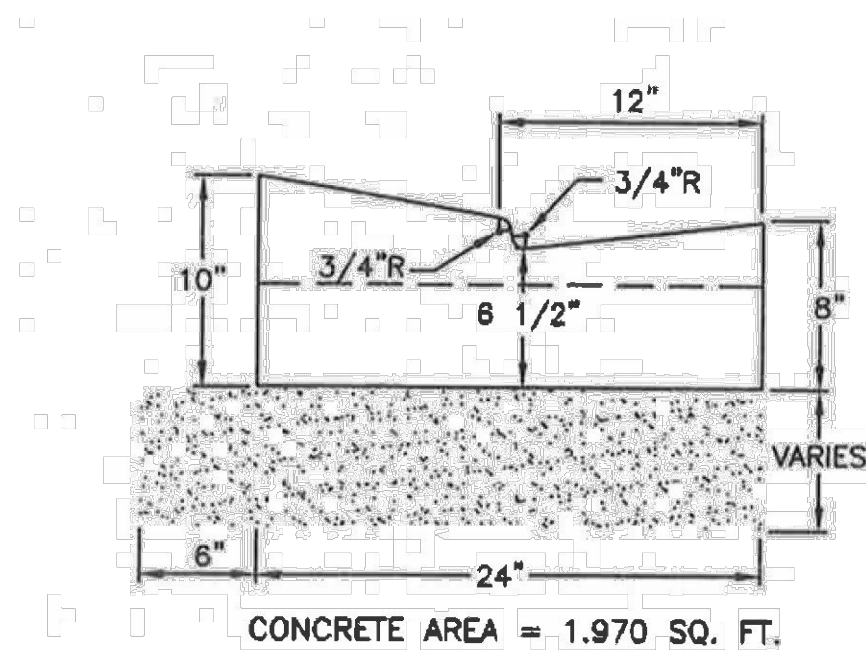
PHASING PLAN	
Scale: 1"=50'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	C3.3



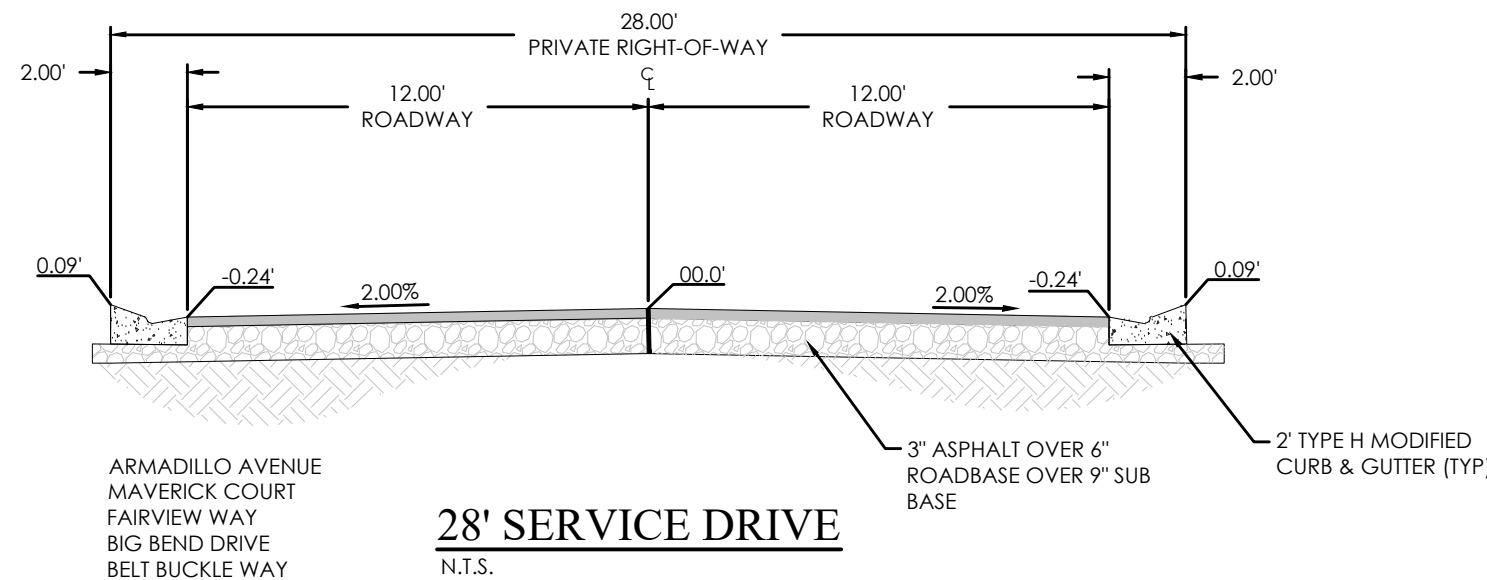


HARDSCAPE LEGEND

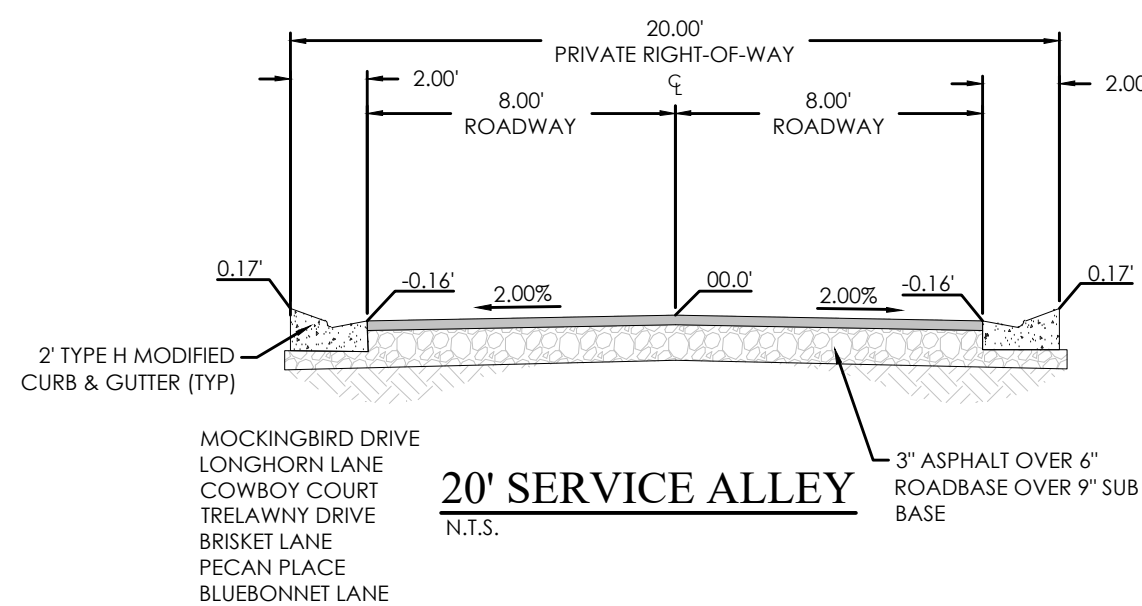
- ROAD ASPHALT (92,910 SF)
- ASPHALT TRAIL (16,490 SF)
- APWA TYPE H C&G OR CITY EQUIVALENT (7,615 LF)
- C&G TRANSITION
- 4" CONCRETE (SIDEWALK) (32,195 SF)
- 6" CONCRETE (SIDEWALK/DRIVEWAY/PARKING STALL) (48,046 SF)



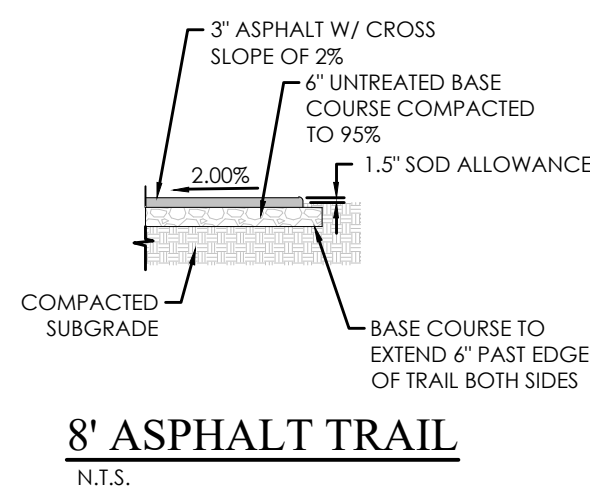
Type H



28' SERVICE DRIVE
N.T.S.



20' SERVICE ALLEY
N.T.S.



8' ASPHALT TRAIL
N.T.S.



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



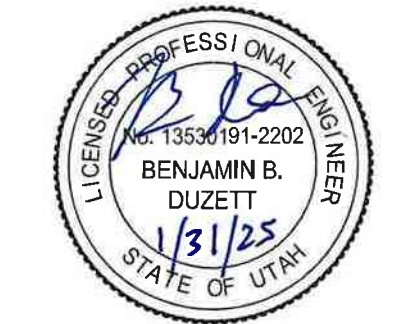
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
HARDSCAPE PLAN

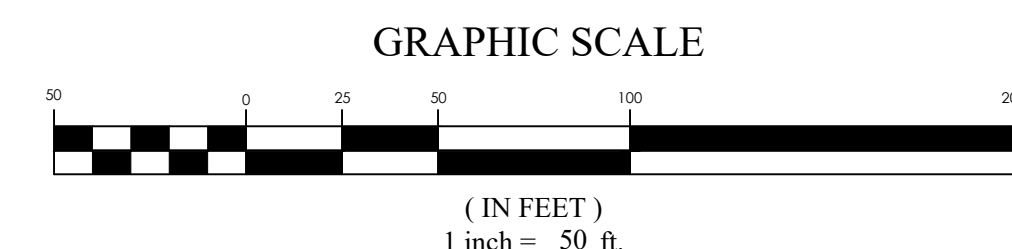
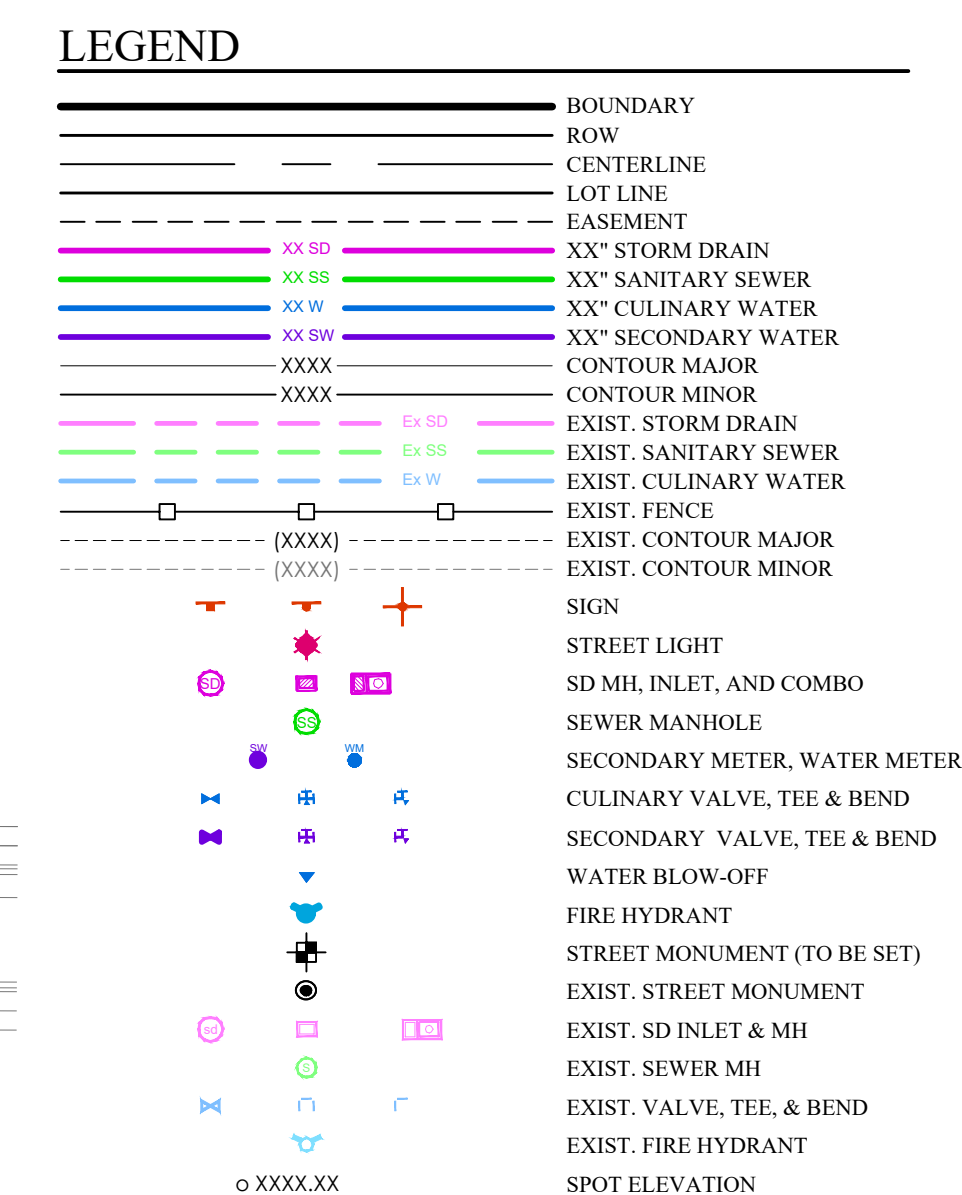
REVISION BLOCK		DESCRIPTION
1	DATE	
2	DATE	
3	DATE	
4	DATE	
5	DATE	
6	DATE	

HARDSCAPE PLAN

Scale: 1"=60'
Date: 01/30/25
Sheet: C3.4

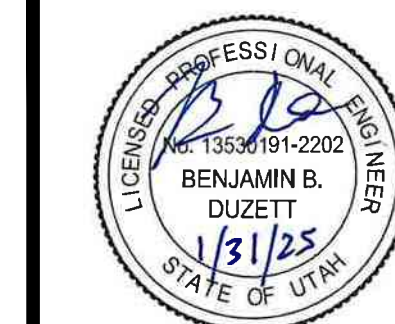
Drawn: MEC
Job #: 24-0230



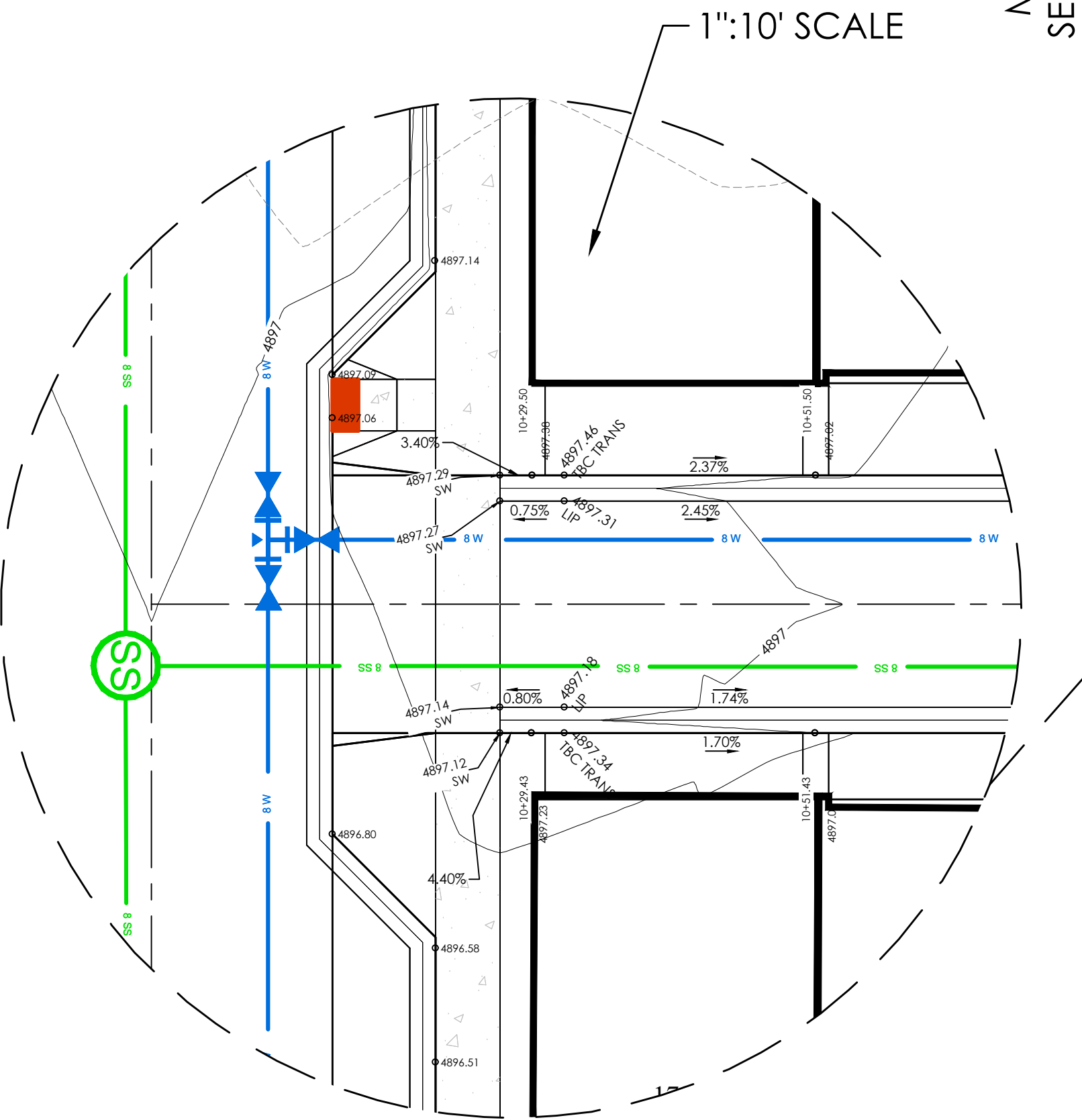
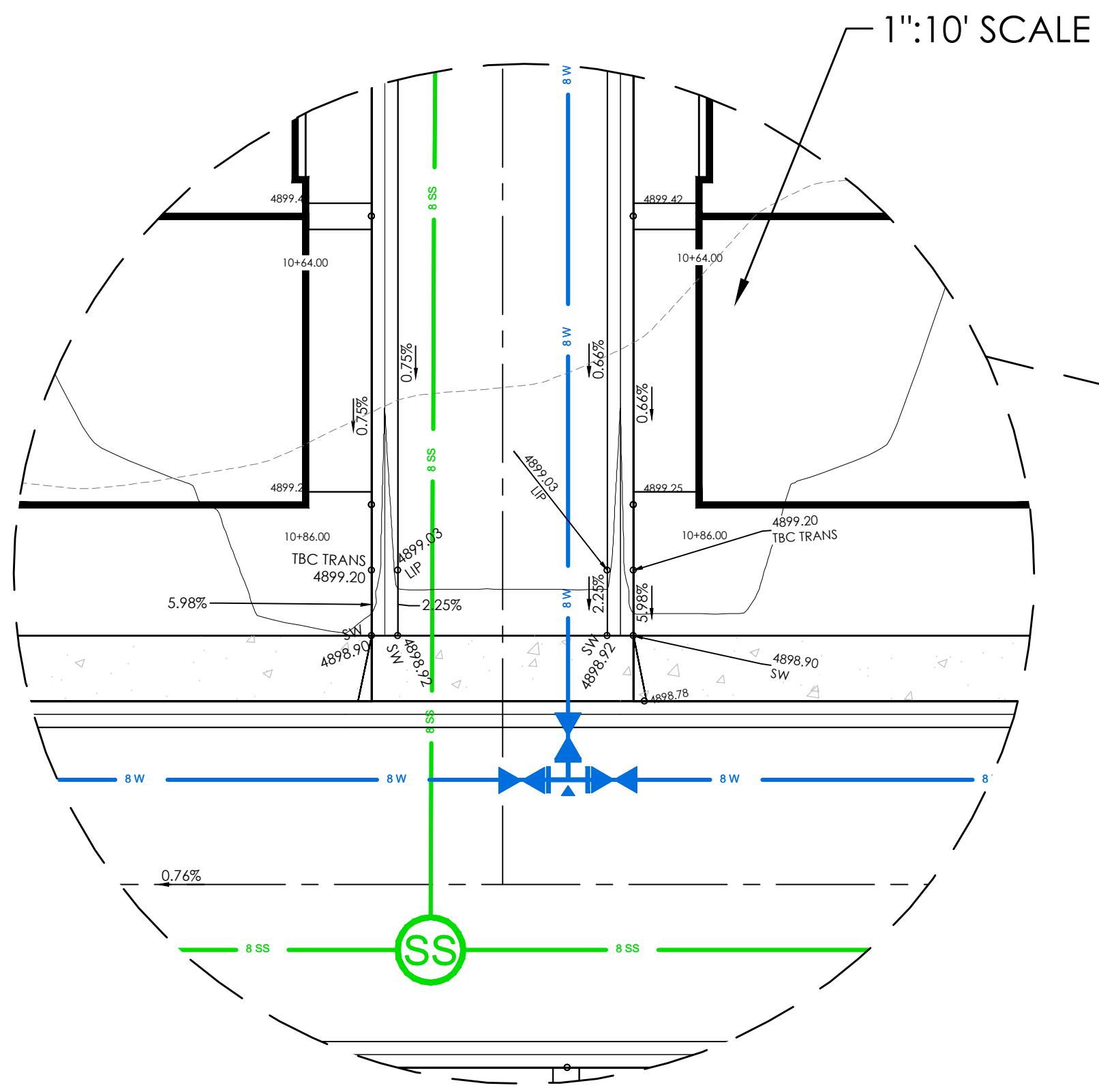


**Know what's below.
Call 811 before you dig.**

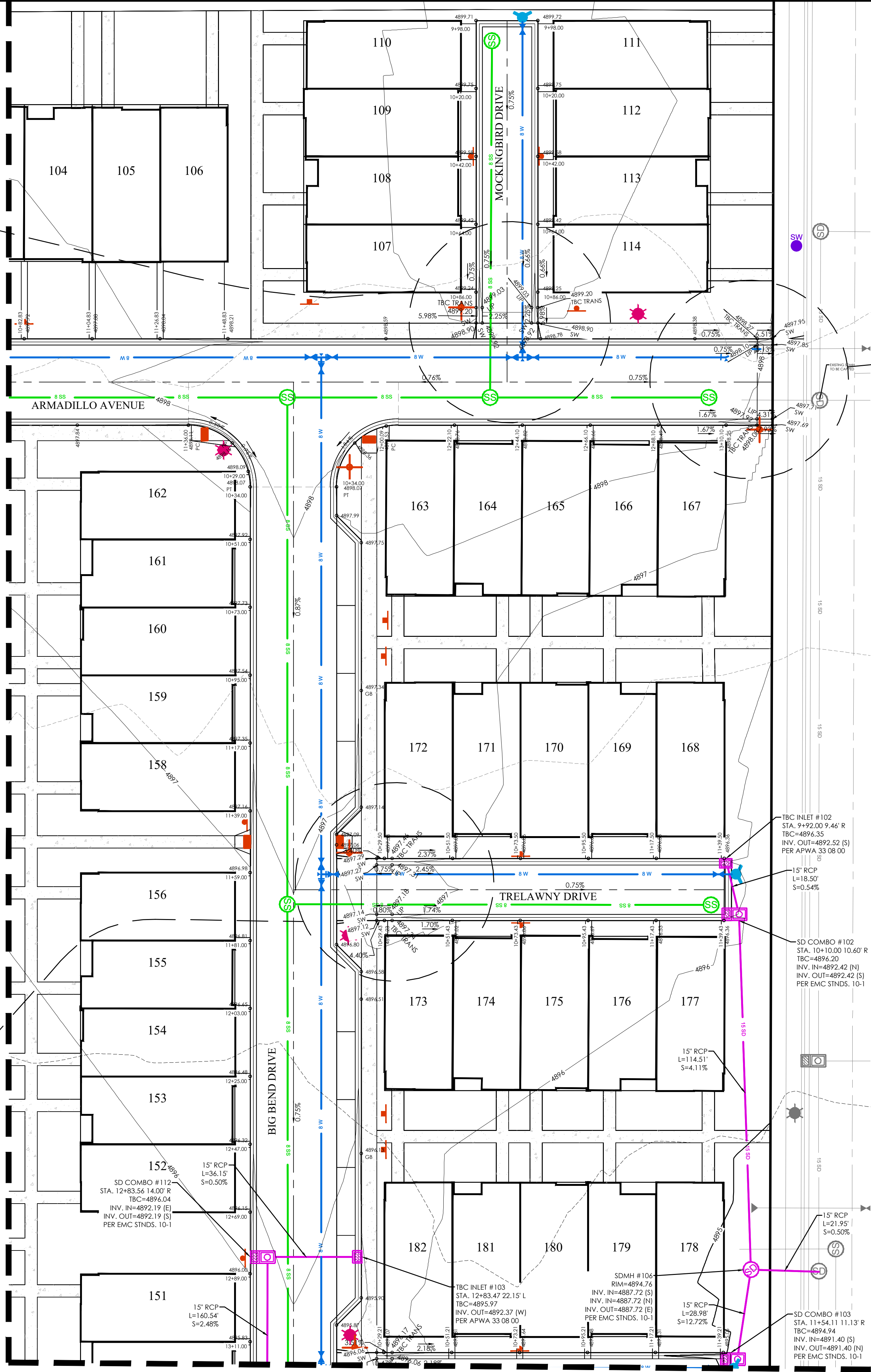
OVERALL GRADING AND DRAINAGE PLAN	
Scale: 1"=50'	Drawn: MEC
Date: 01/30/25	Job #: 24-023
Sheet:	
C4	



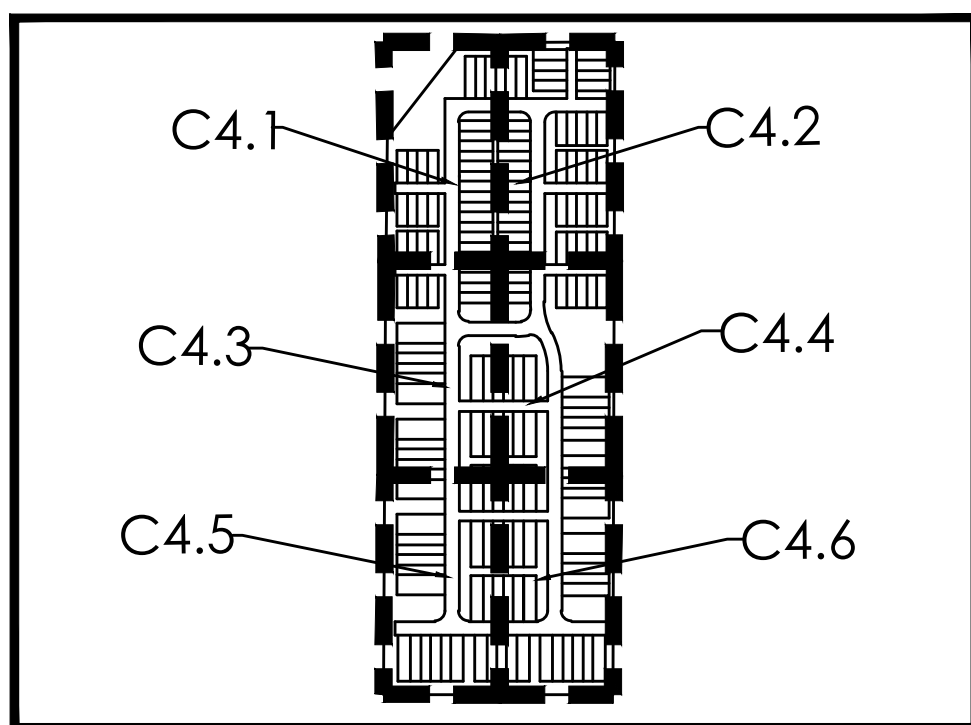
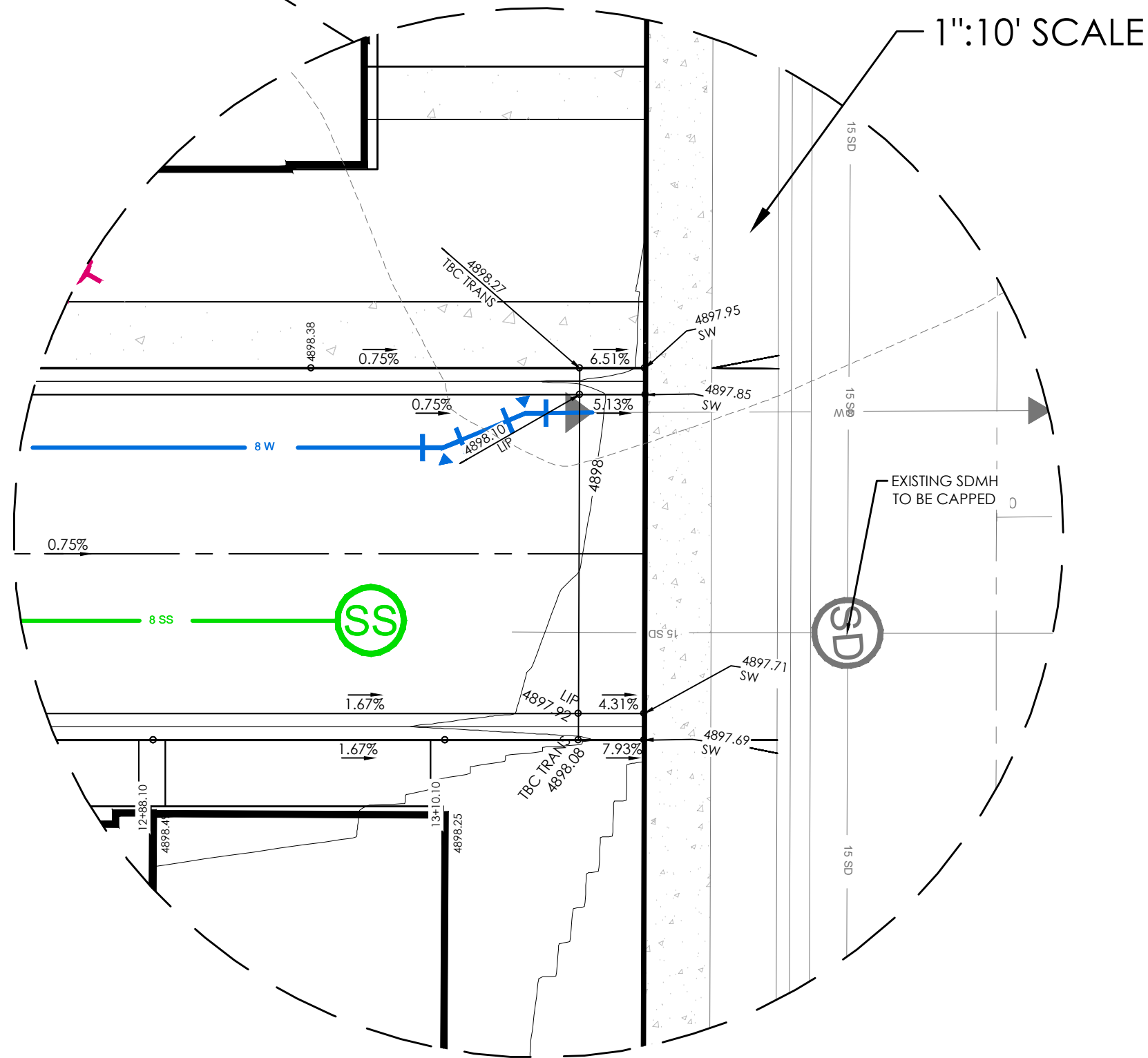
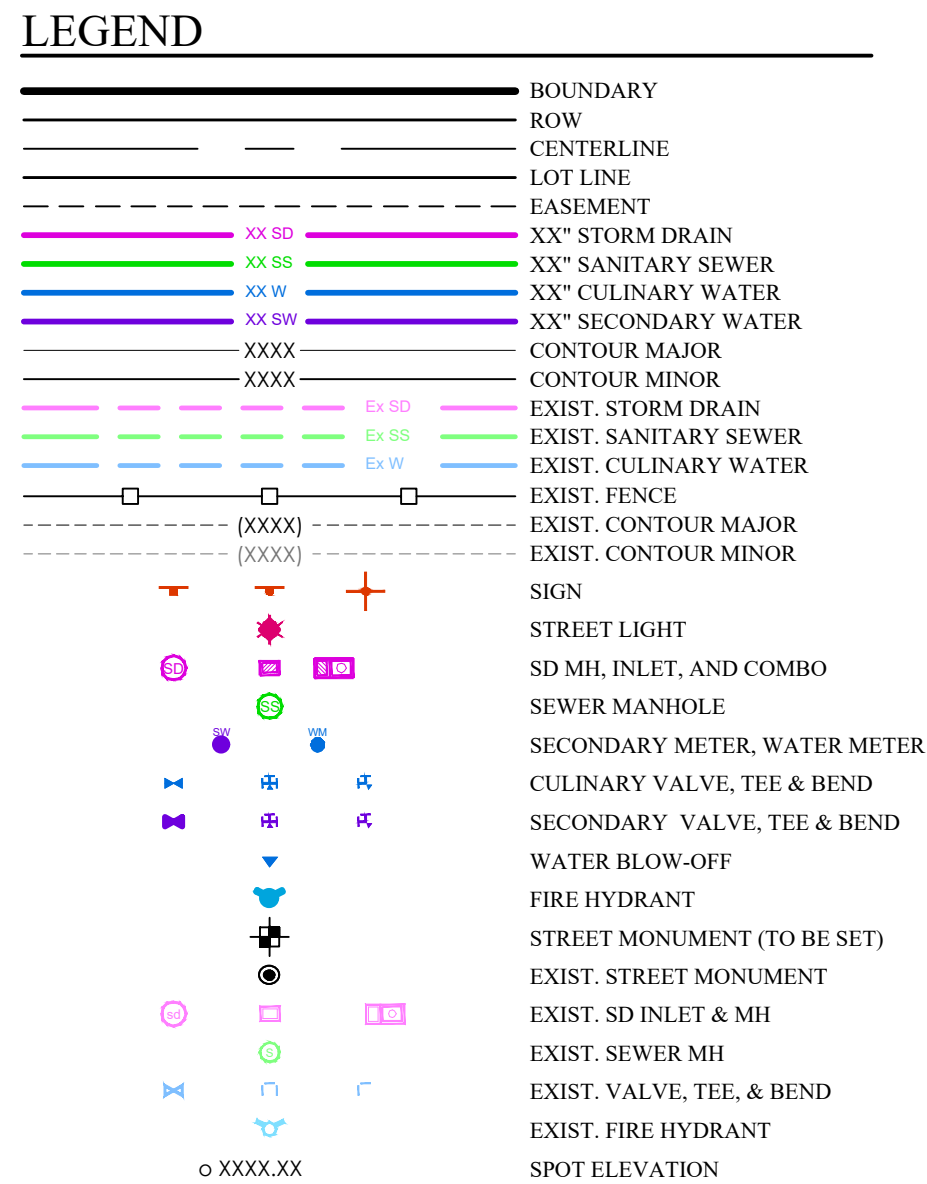
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
OVERALL GRADING AND DRAINAGE PLAN



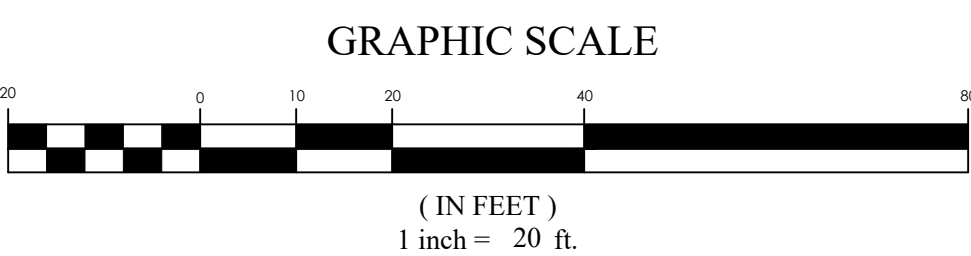
MATCHLINE
SEE SHEET C4.1



MATCHLINE SEE SHEET C4.4



KEY MAP
N.T.S.



PINNACLES PLAT B PHASE 3

EAGLE MOUNTAIN, UT

GRADING AND DRAINAGE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
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GRADING AND DRAINAGE PLAN

Scale: 1"=20'
Date: 01/30/25
Sheet: C4.2

Drawn: MEC
Job #: 24-0230

C4.2



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
GRADING AND DRAINAGE PLAN

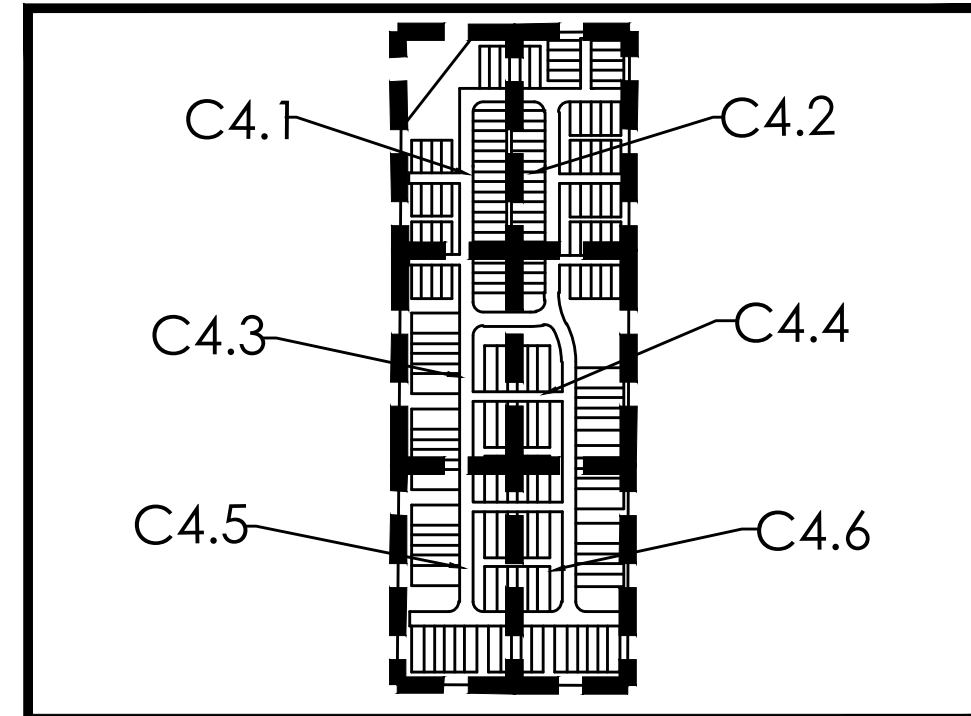
REVISION BLOCK	
#	DESCRIPTION
1	
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GRADING AND DRAINAGE PLAN

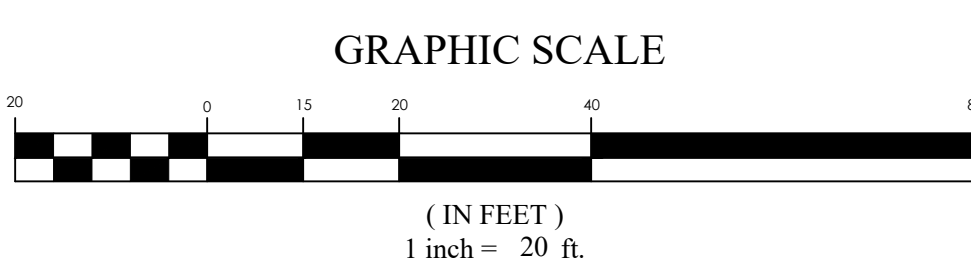
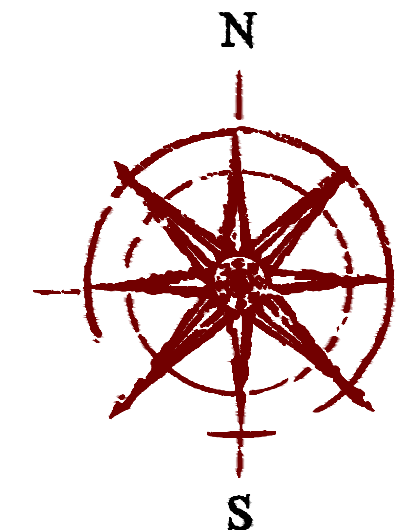
Scale: 1"=20'
Date: 01/30/25
Sheet: C4.4

Drawn: MEC
Job #: 24-0230

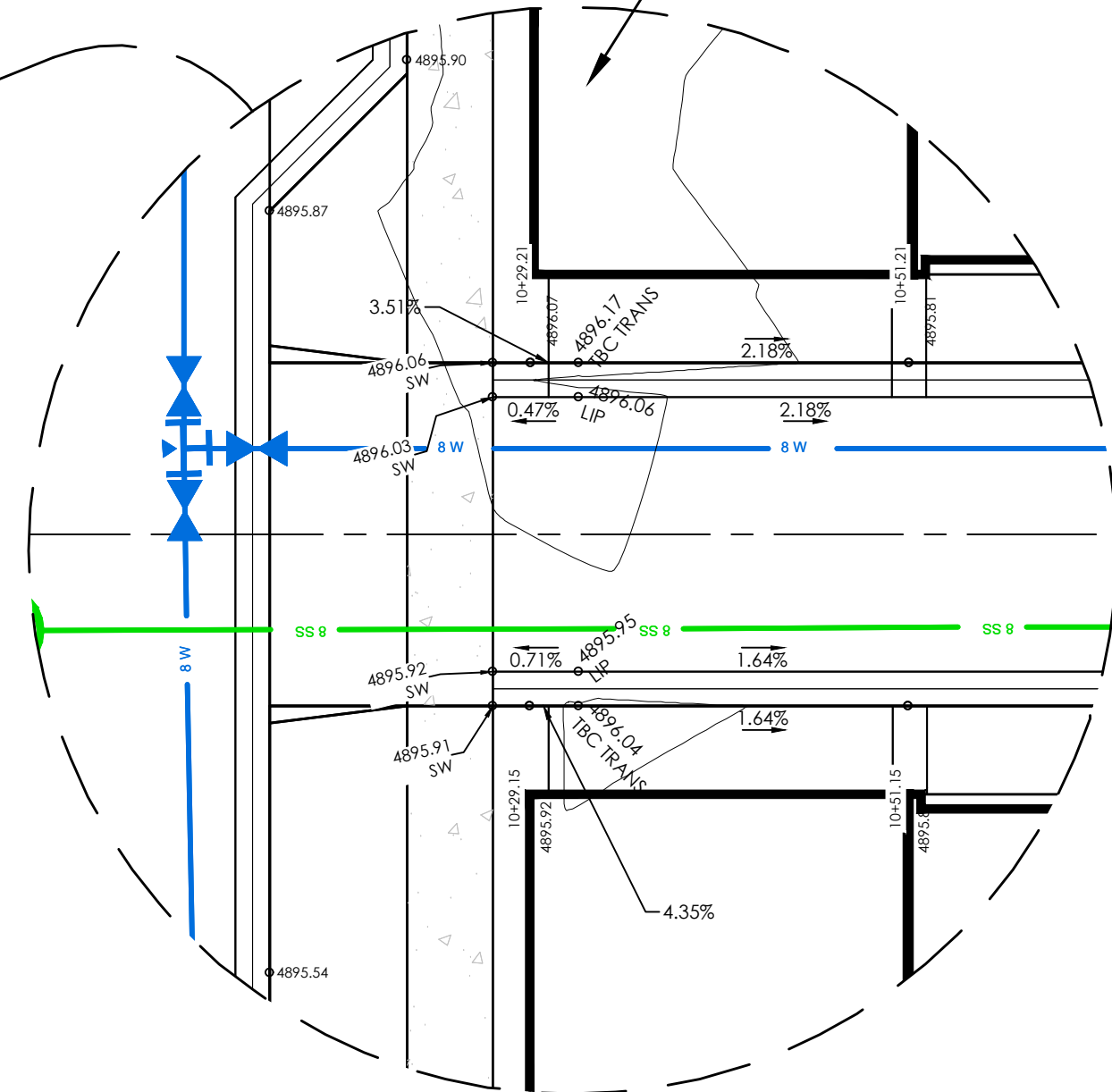
- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX SD 15" STORM DRAIN
 - XX SS 15" SANITARY SEWER
 - XX W 15" CULINARY WATER
 - XX SW 15" SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



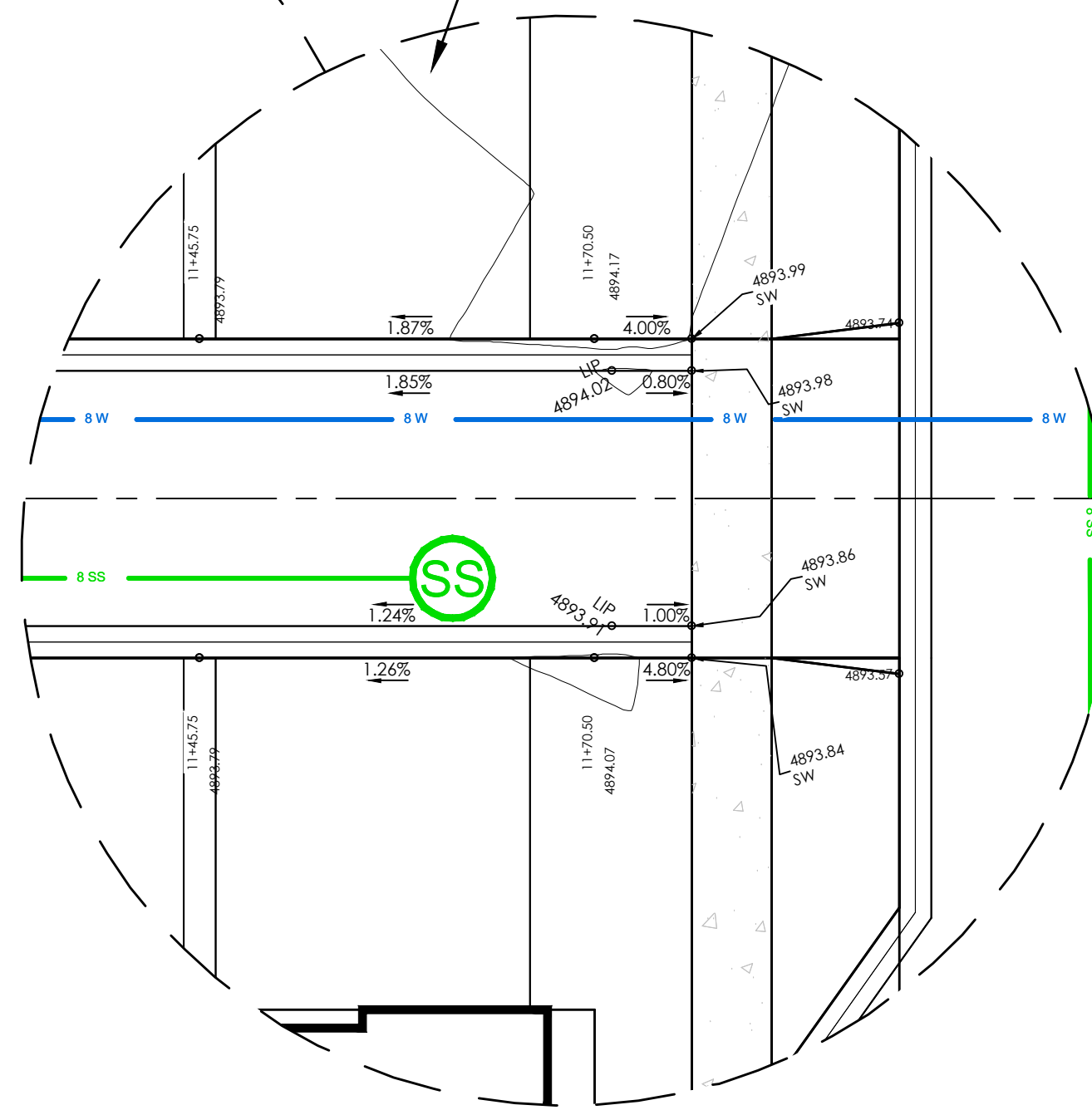
KEY MAP
N.T.S.



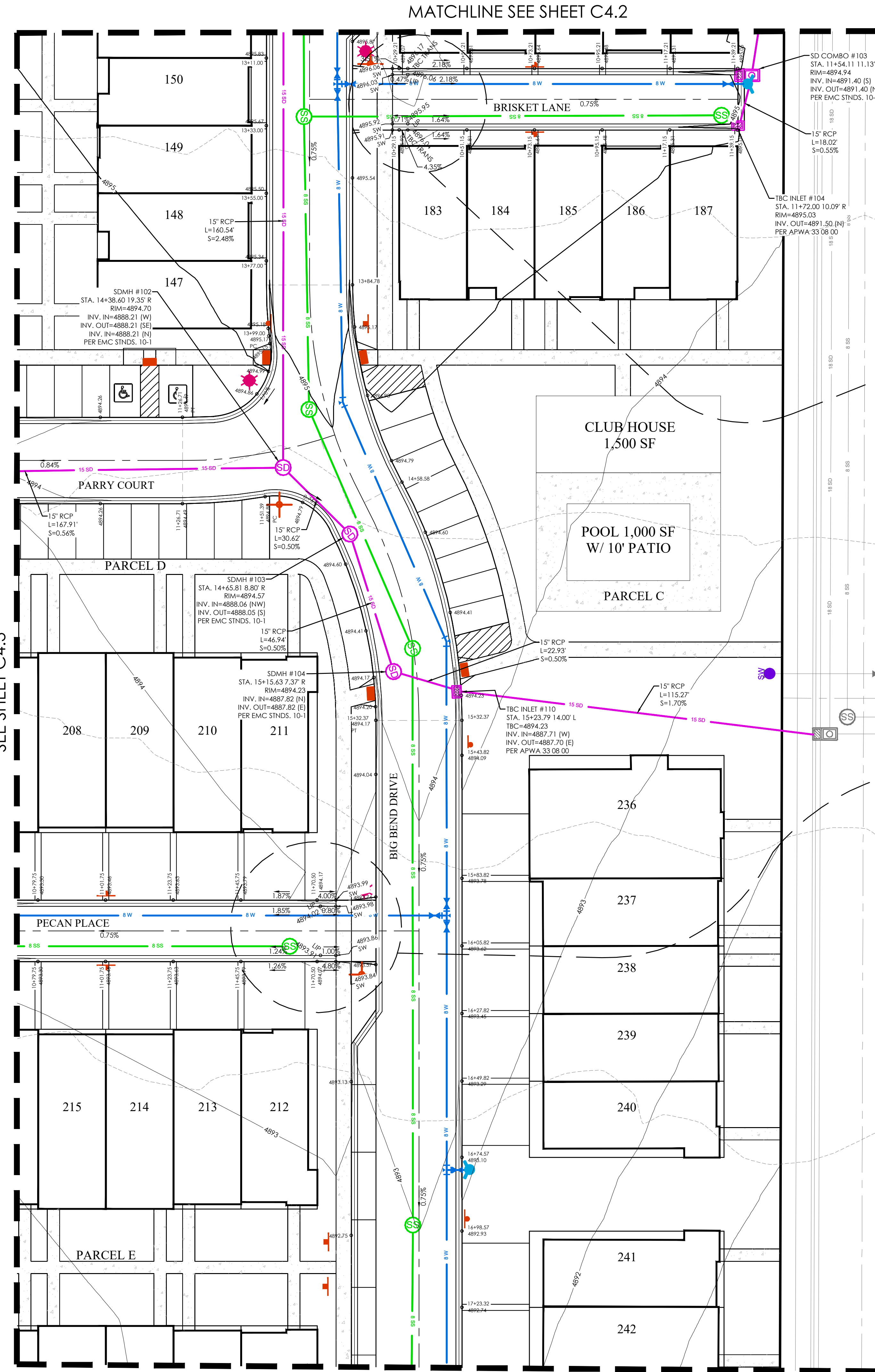
1"=10' SCALE



1"=10' SCALE



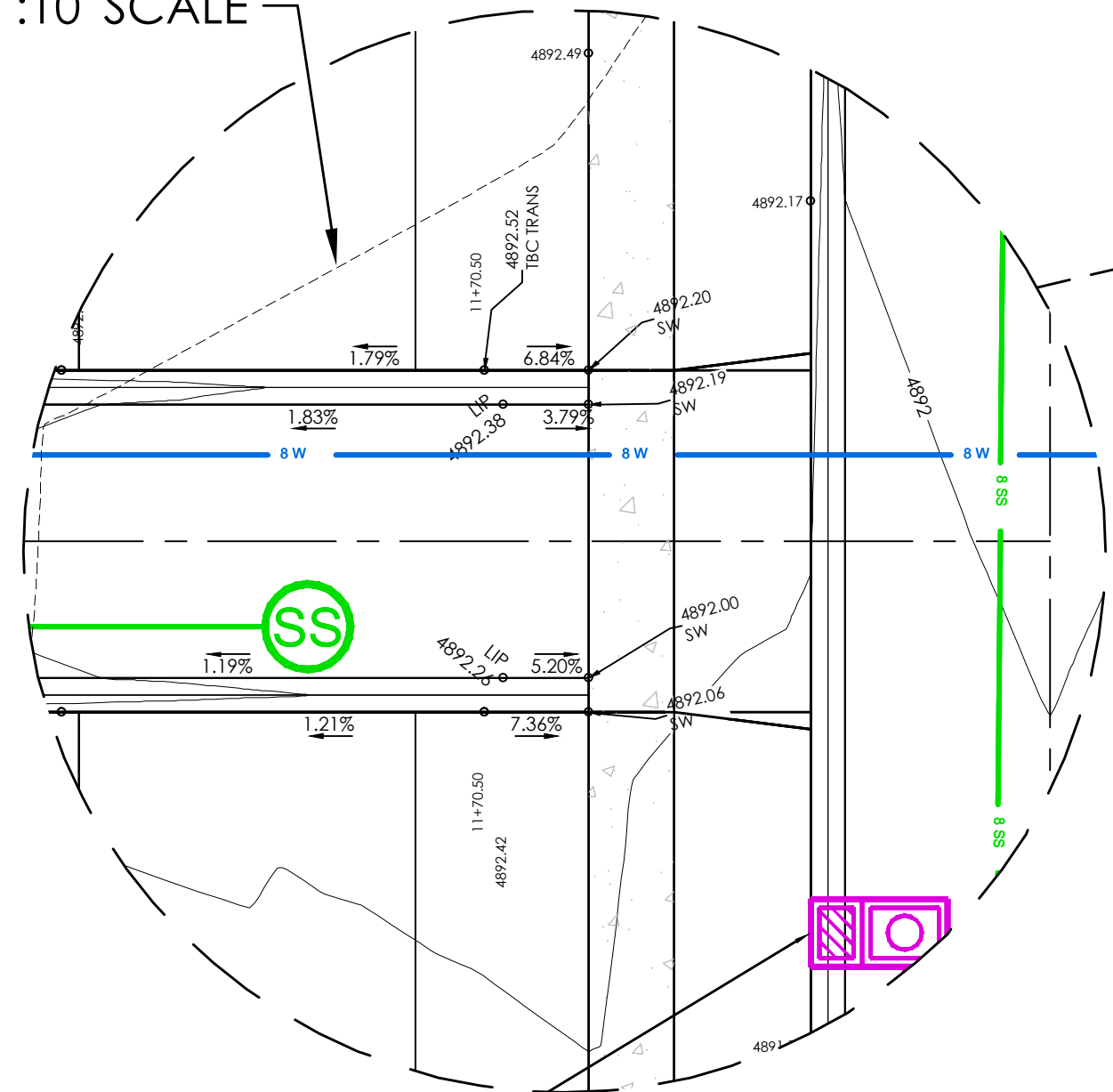
MATCHLINE
SEE SHEET C4.3



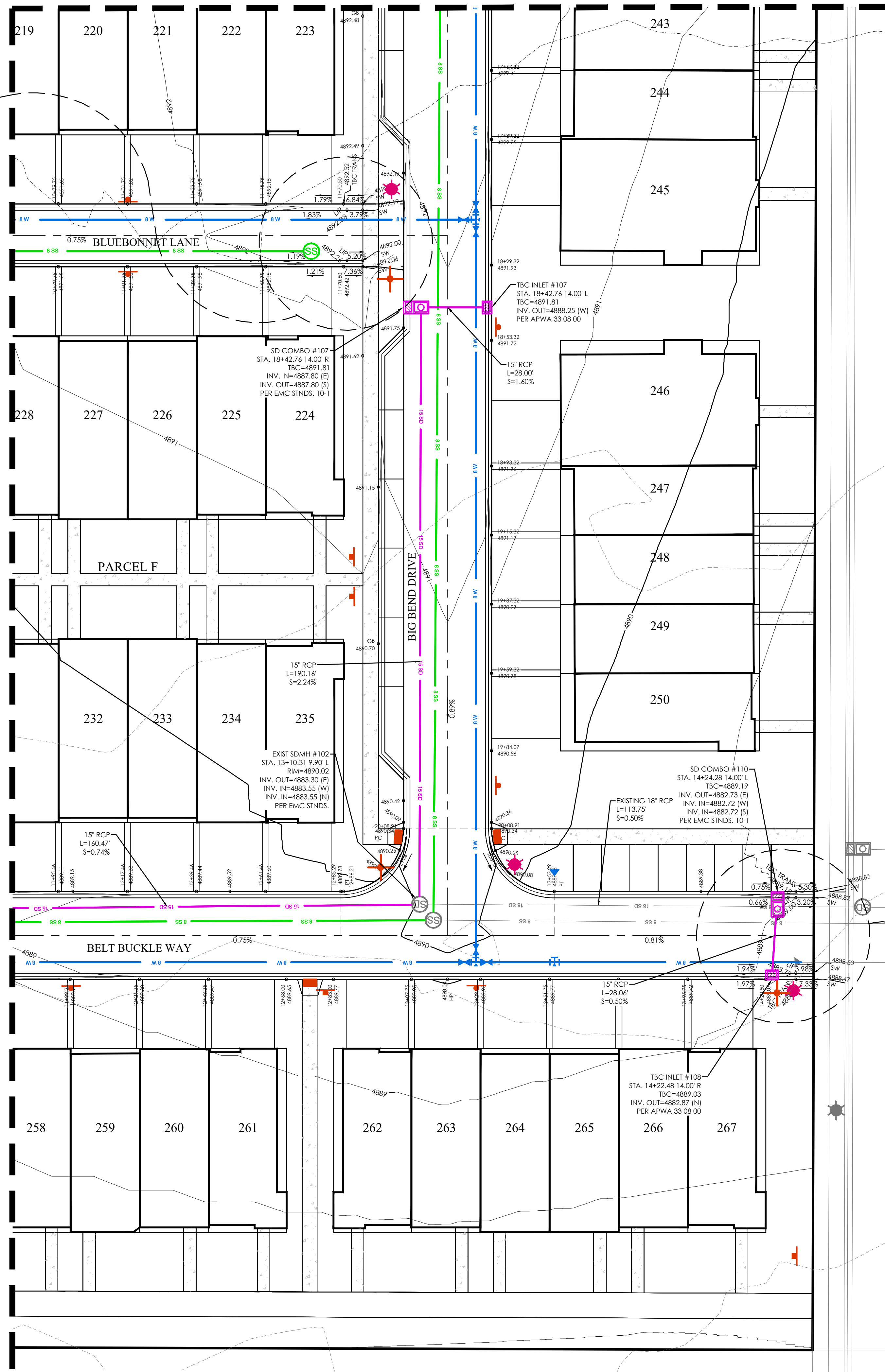
MATCHLINE SEE SHEET C4.2

MATCHLINE SEE SHEET C4.6

1"=10' SCALE



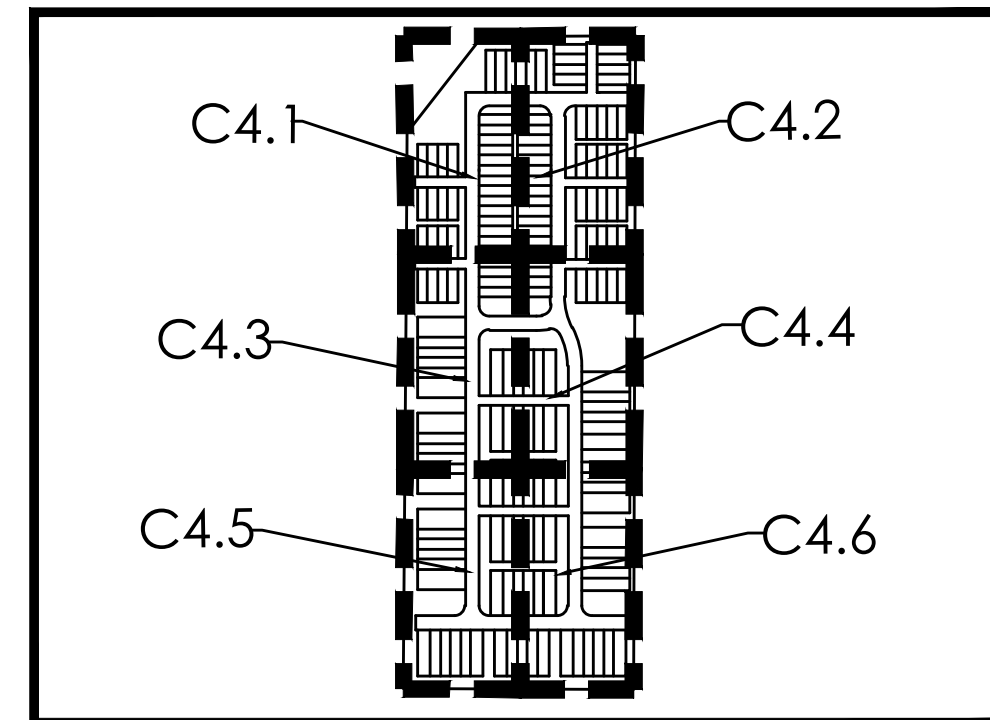
MATCHLINE
SEE SHEET C4.5



MATCHLINE SEE SHEET C4.4

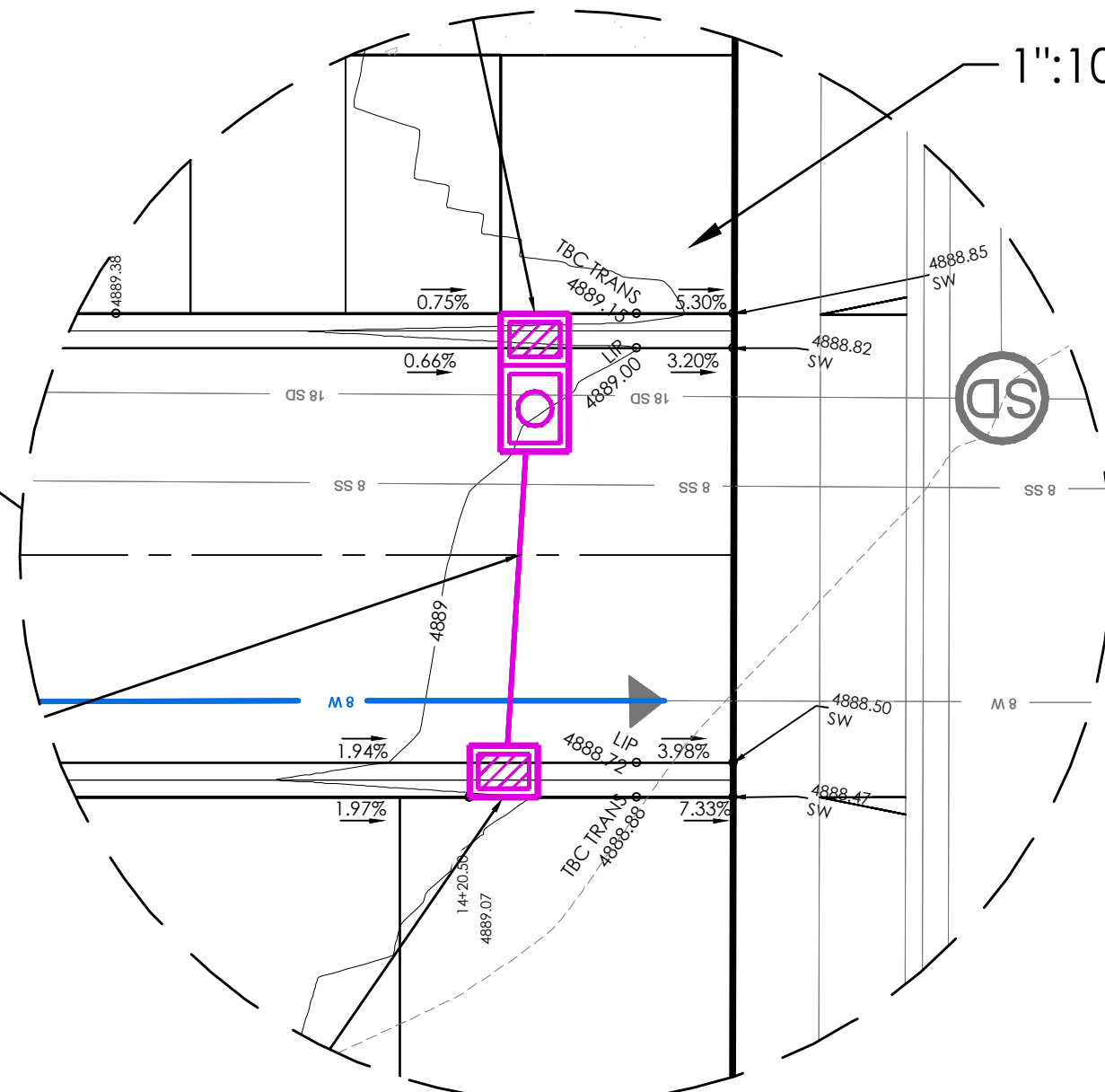
LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" SECONDARY WATER
- XXXX
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

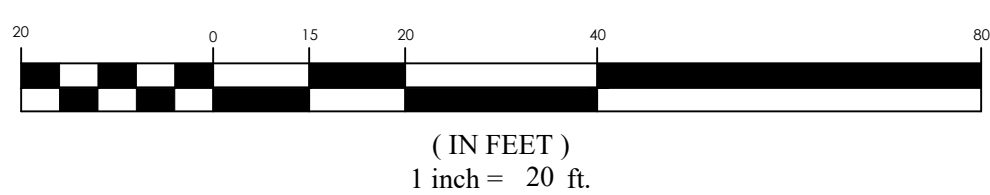


KEY MAP
N.T.S

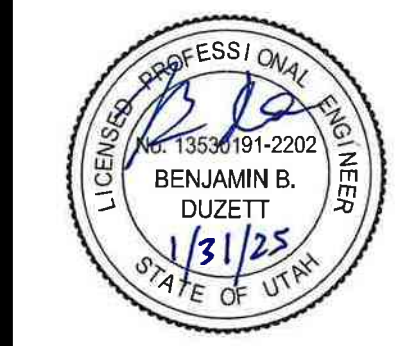
1"=10' SCALE



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
GRADING AND DRAINAGE PLAN

REVISION BLOCK	
NO.	DESCRIPTION
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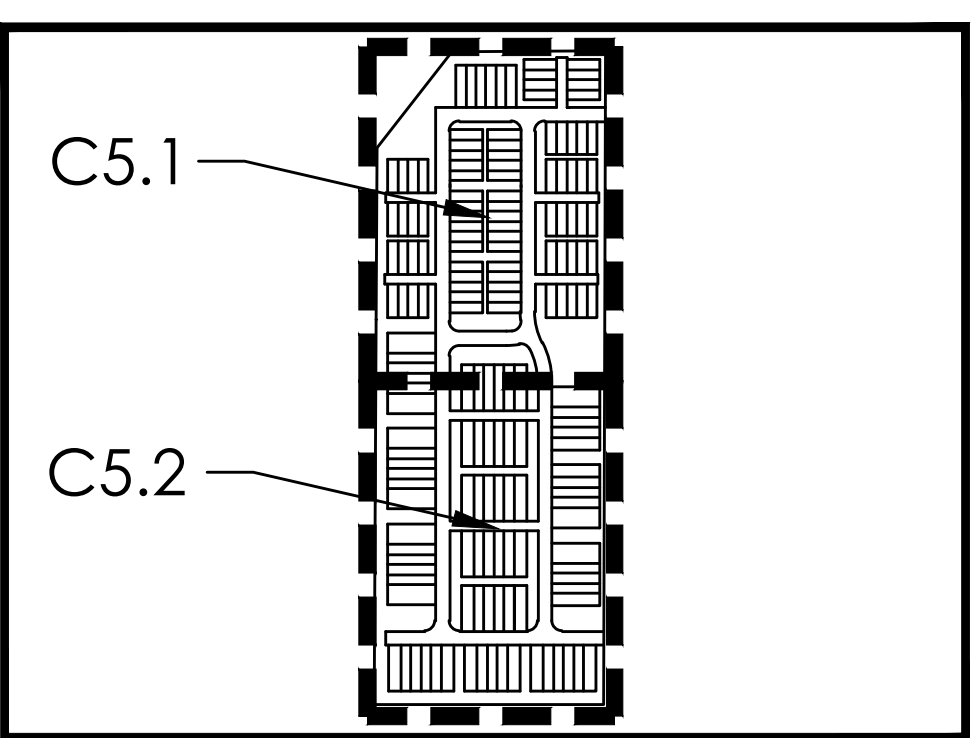
GRADING AND DRAINAGE PLAN

Scale: 1"=20'
Date: 01/30/25
Job #: 24-0230

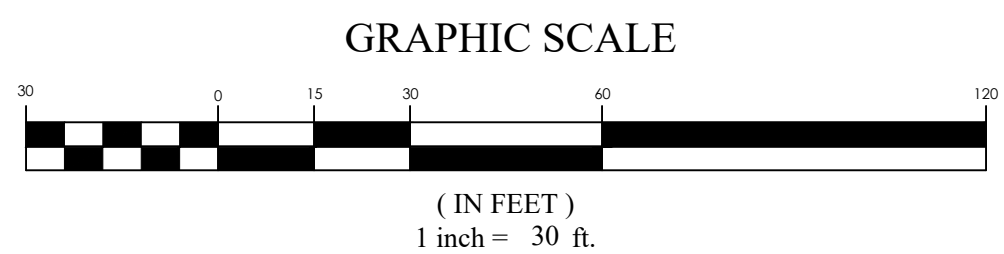
Sheet: C4.6



- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX" STORM DRAIN
 - XX" SANITARY SEWER
 - XX" CULINARY WATER
 - XX" SECONDARY WATER
 - XXXX
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



KEY MAP
N.T.S.



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
SEWER PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
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SEWER PLAN

Scale: 1"=30'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	

C5.2

PARCEL C

FIRE HYDRANT #117
PER EMC STND. CH. 7
45 BEND #106
1 - 45° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=3.73±

45 BEND #105
1 - 45° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=162.34±

FIRE HYDRANT #109
PER EMC STND. CH. 7

8" PVC C900
L=125.18±

TEE #103
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=162.00±

TEE #105
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=125.00±

FIRE HYDRANT #112
PER EMC STND. CH. 7

11.25 BEND #102
1 - 11.25° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

11.25 BEND #101
1 - 11.25° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=164.67±

8" PVC C900
L=89.27±

8" PVC C900
L=169.37±

TEE #102
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

TEE #101
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

22.5 BEND #108
1 - 22.5° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=65.76±

22.5 BEND #107
1 - 22.5° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=65.14±

TEE #104
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=134.29±

TEE #106
1 - 8" TEE 3 - 8" GATE VALVES
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=133.47±

22.5 BEND #103
1 - 22.5° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=84.86±

22.5 BEND #104
1 - 22.5° BEND
W/ THRUST BLOCKS
PER EMC STND 7.110

8" PVC C900
L=89.27±

3/4" IRRIGATION METER. SEE
IRRIGATION PLAN FOR
MORE INFO.

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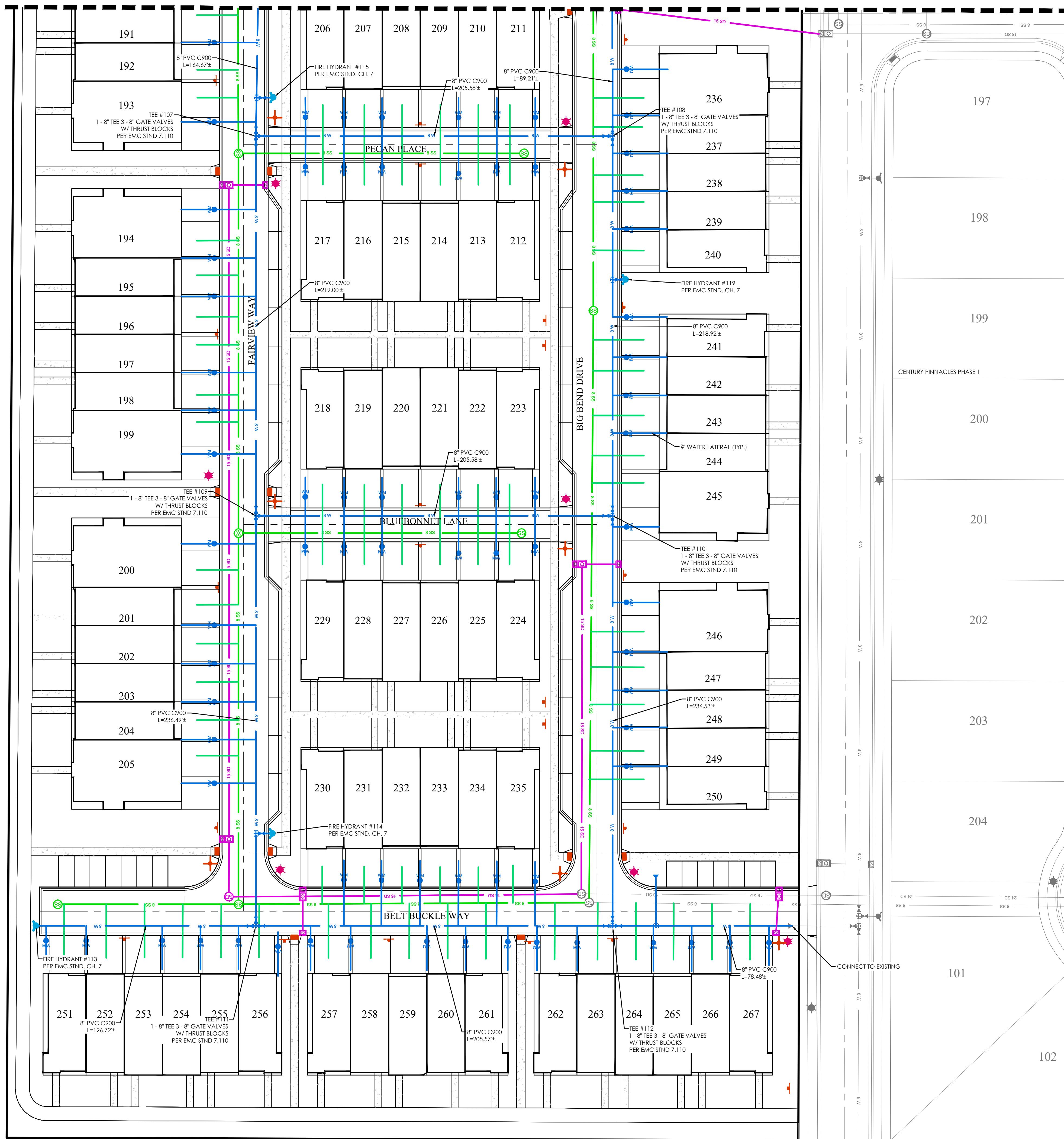
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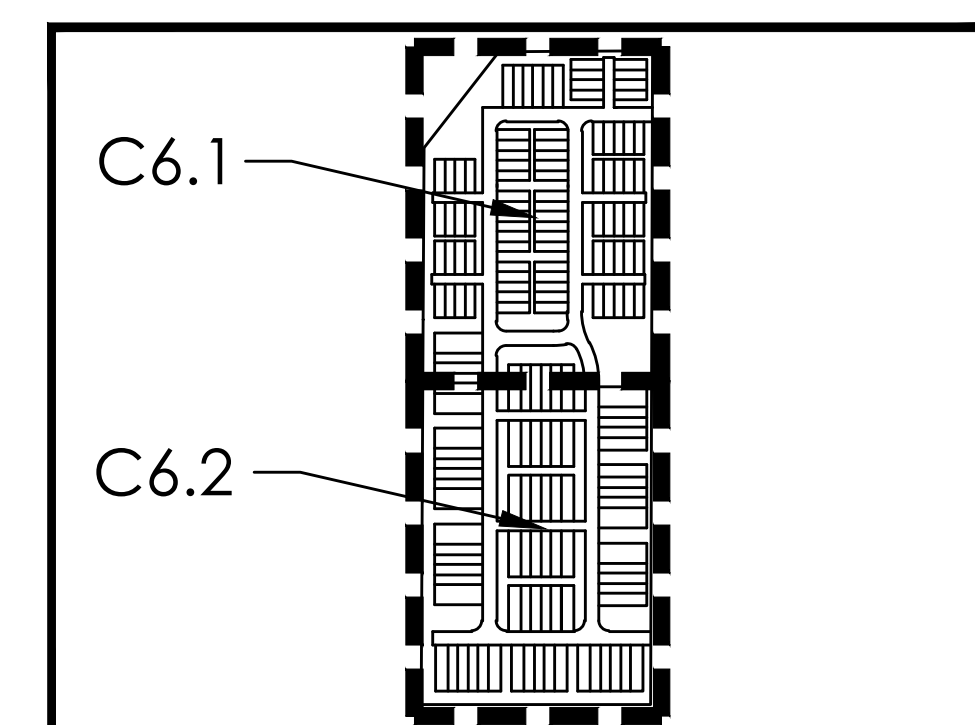
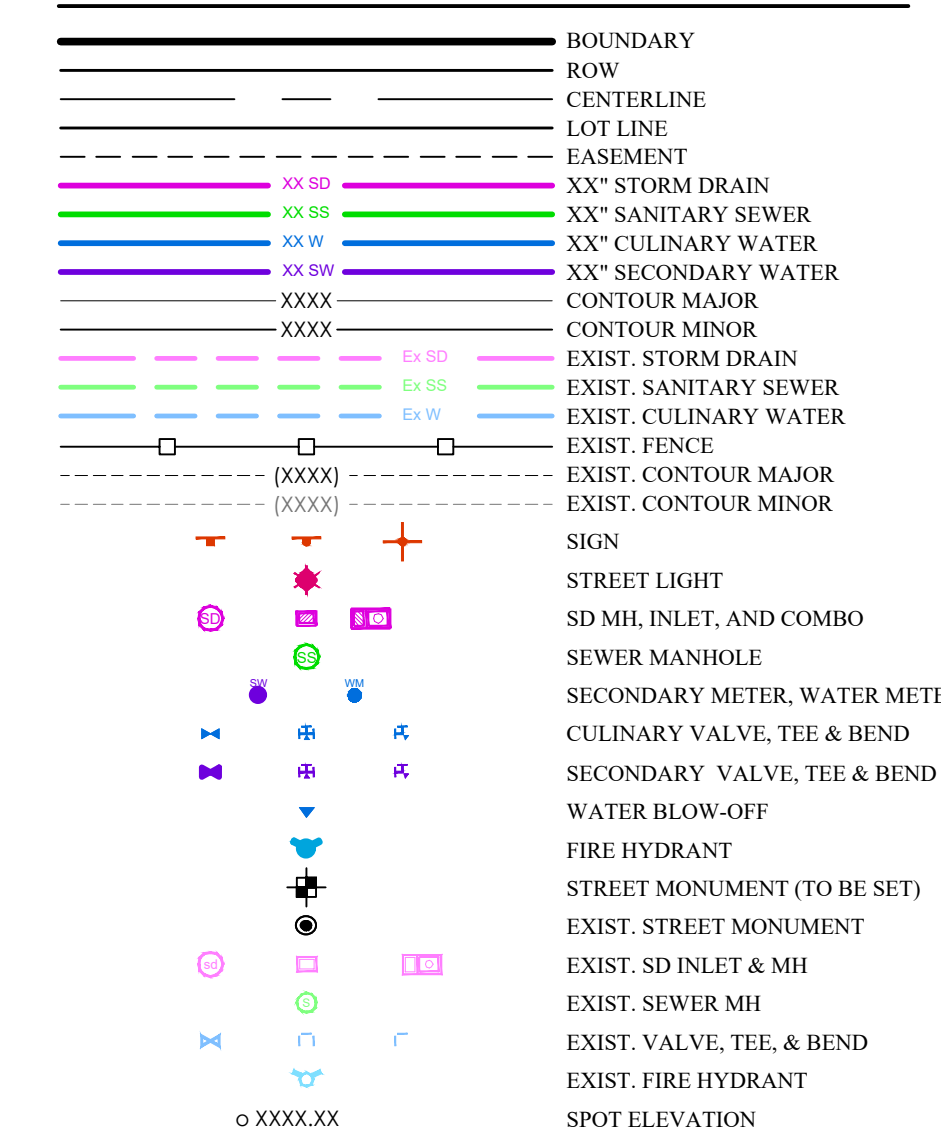
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8" W

MATCHLINE SEE SHEET C6.1



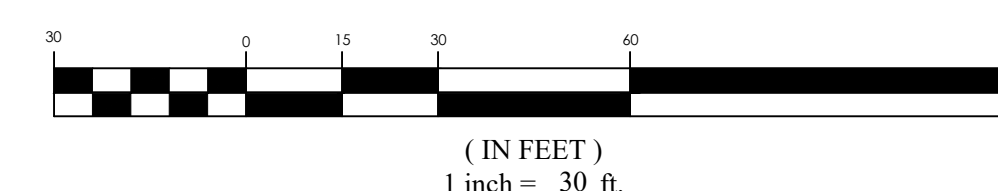
LEGEND



KEY MAP
N.T.S



GRAPHIC SCALE



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

PINNACLES PLAT B PHASE 3

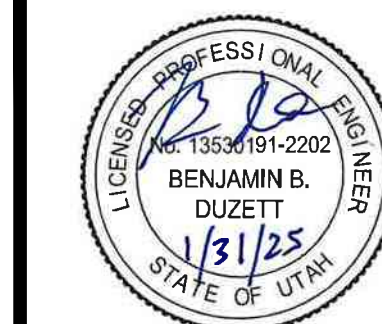
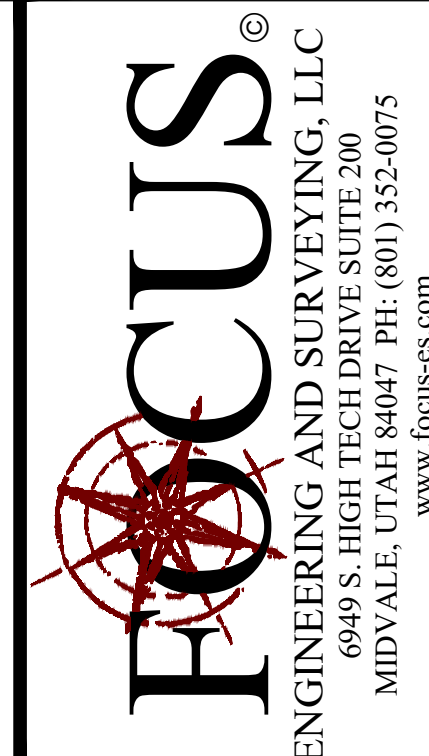
EAGLE MOUNTAIN, UT

WATER PLAN

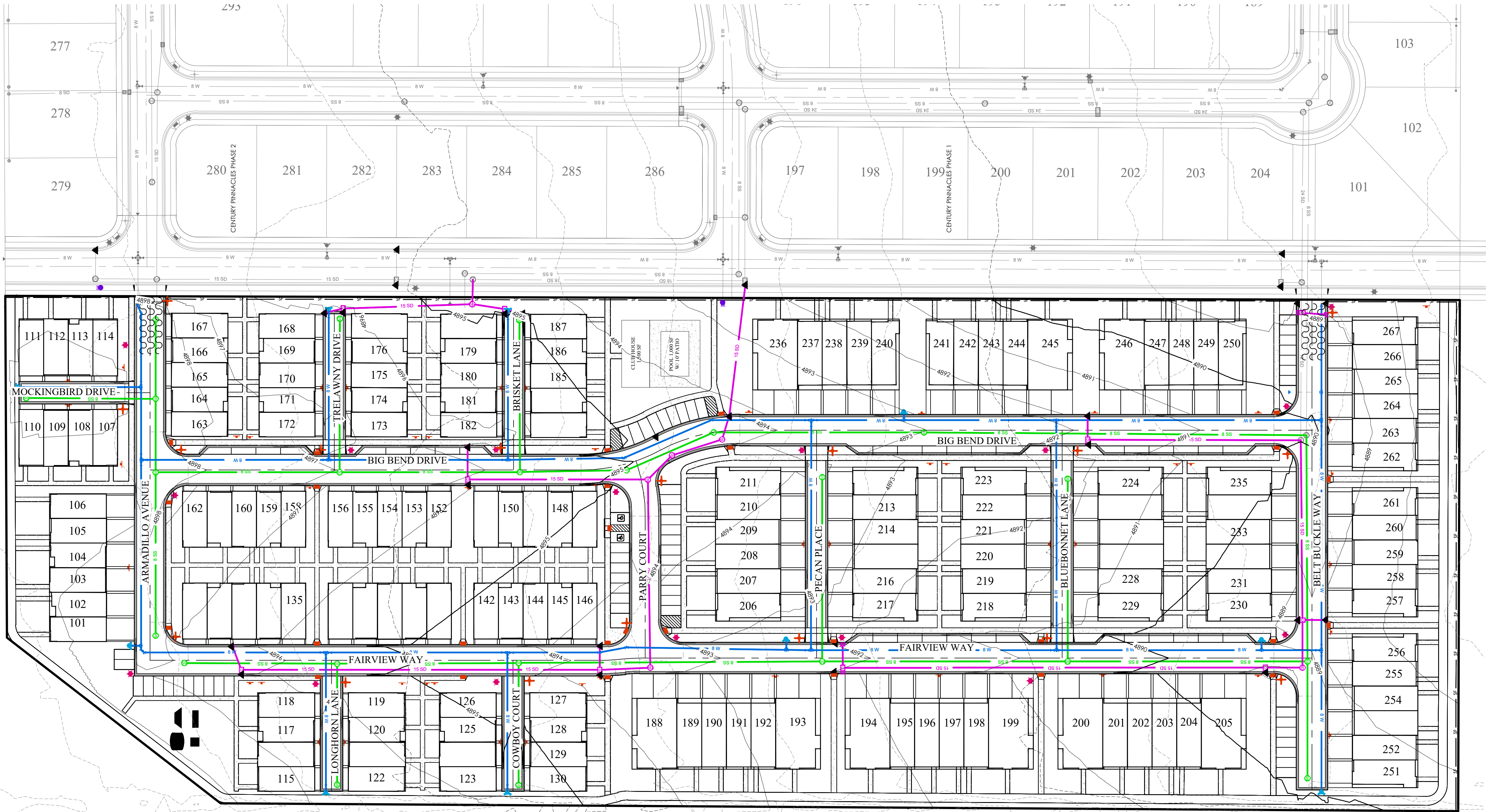
WATER PLAN

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Date:	01/30/25	Job #:	24-0230
Sheet:			

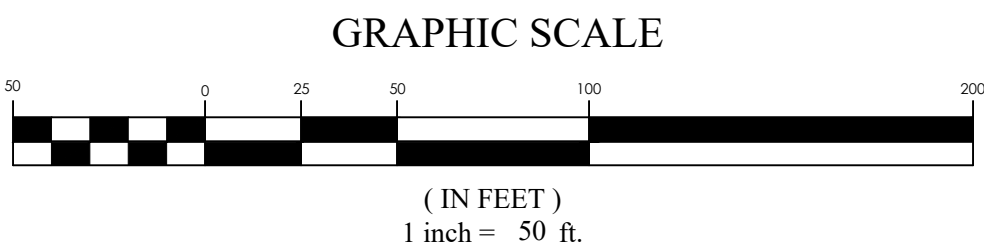
C6.2



Z:\2024\24-0230 Pinnacles Phase 3 Multifamily Final\design 24-0230\dwg\sheet\C6.2 - WATER PLAN.dwg



- EROSION CONTROL LEGEND**
- CONSTRUCTION ENTRANCE
 - MATERIALS STORAGE
 - FUEL TANKS
 - CONCRETE WASHOUT
 - TRASH BIN
 - PORTABLE TOILET
 - CONSTRUCTION TRAILER
 - INLET PROTECTION
 - SURFACE WATERS
 - OUTFALL
 - SILT FENCE OR BERM
 - CUTBACK CURB
 - FIBER ROLL



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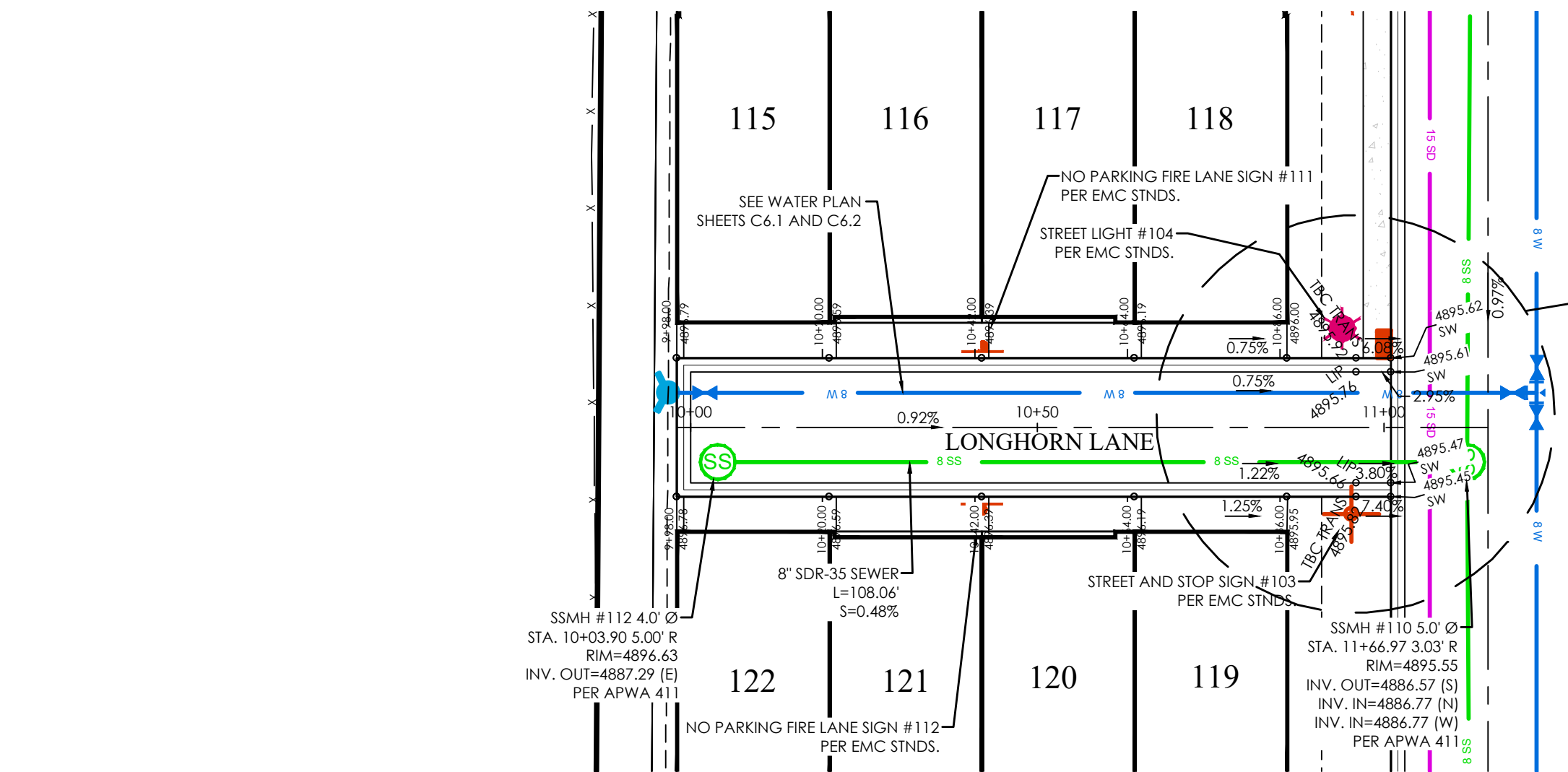
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
EROSION CONTROL PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
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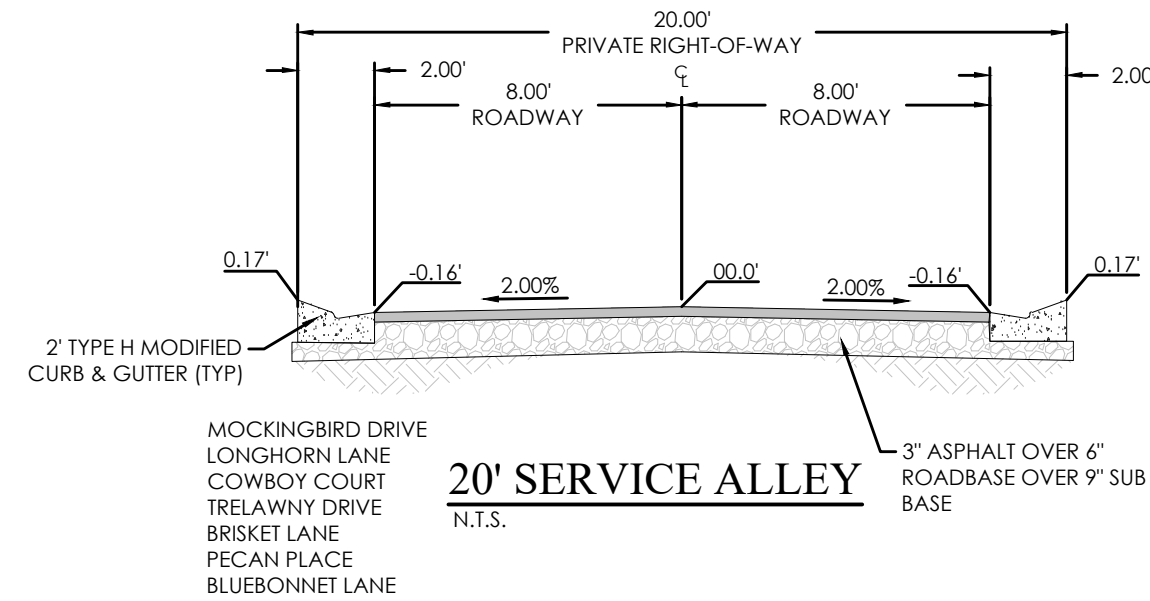
EROSION CONTROL PLAN

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Sheet: **C7**

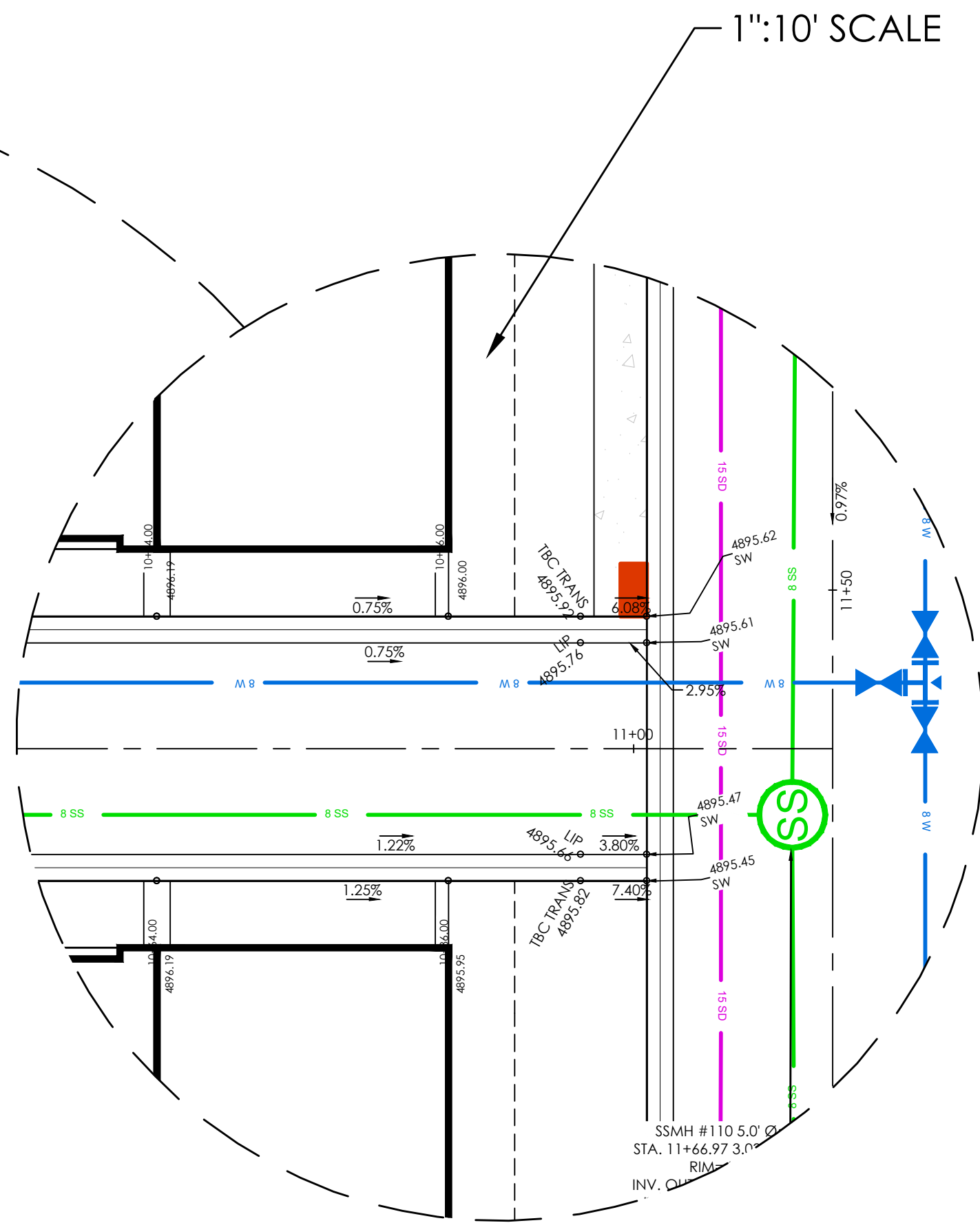
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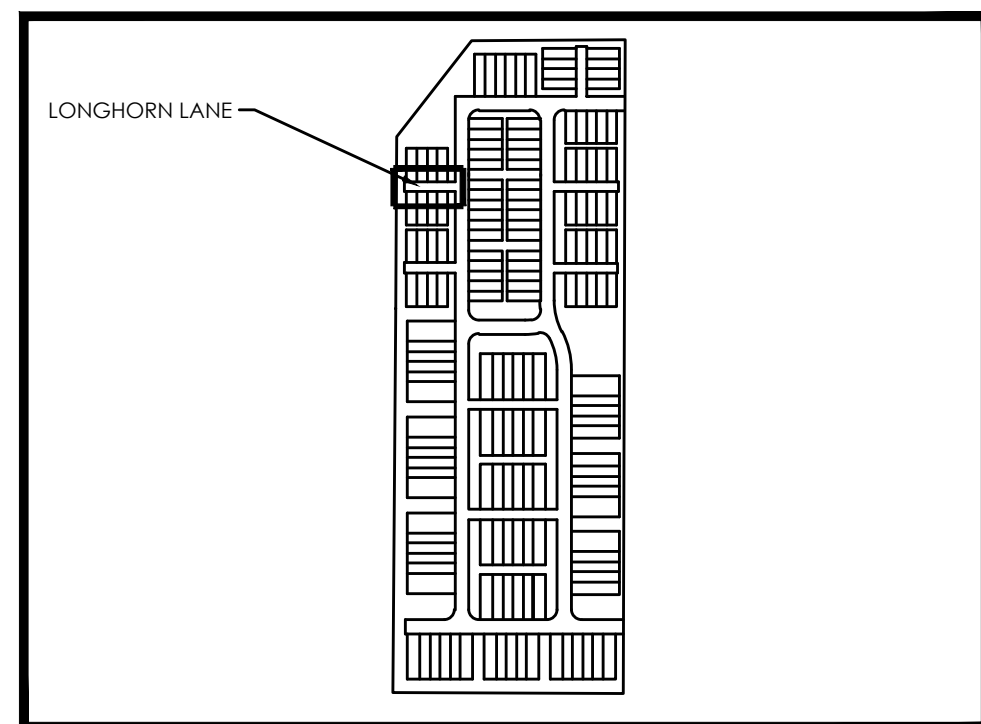
LONGHORN LANE PLAN



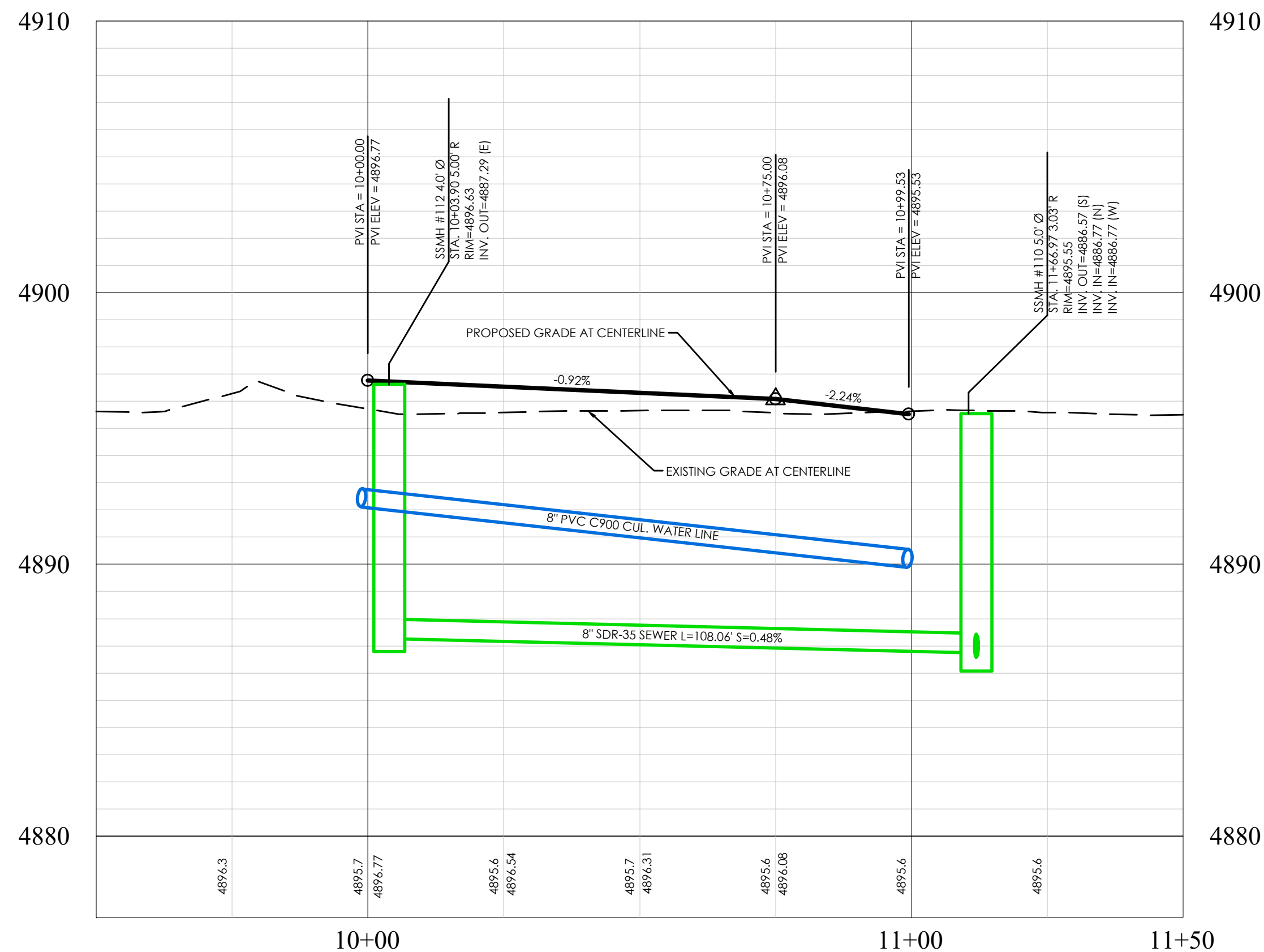
20' SERVICE ALLEY
N.T.S.



LEGEND	
---	BOUNDARY
---	CENTERLINE
---	LOT LINE
---	EASEMENT
XX SD	XX" STORM DRAIN
XX SS	XX" SANITARY SEWER
XX W	XX" CULINARY WATER
XX SW	XX" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex SW	EXIST. SECONDARY WATER
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	SECONDARY METER, WATER METER
+	CULINARY VALVE, TEE & BEND
+	SECONDARY VALVE, TEE & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION

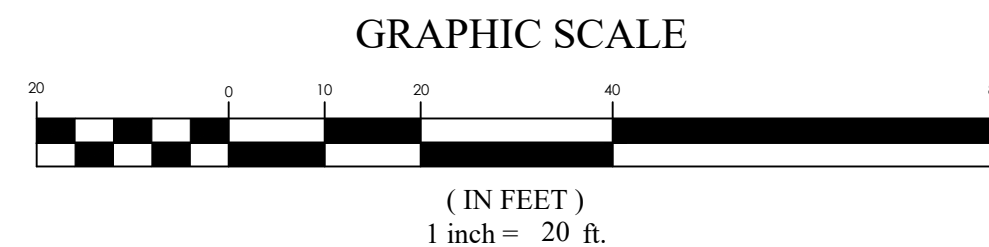


KEY MAP
N.T.S.



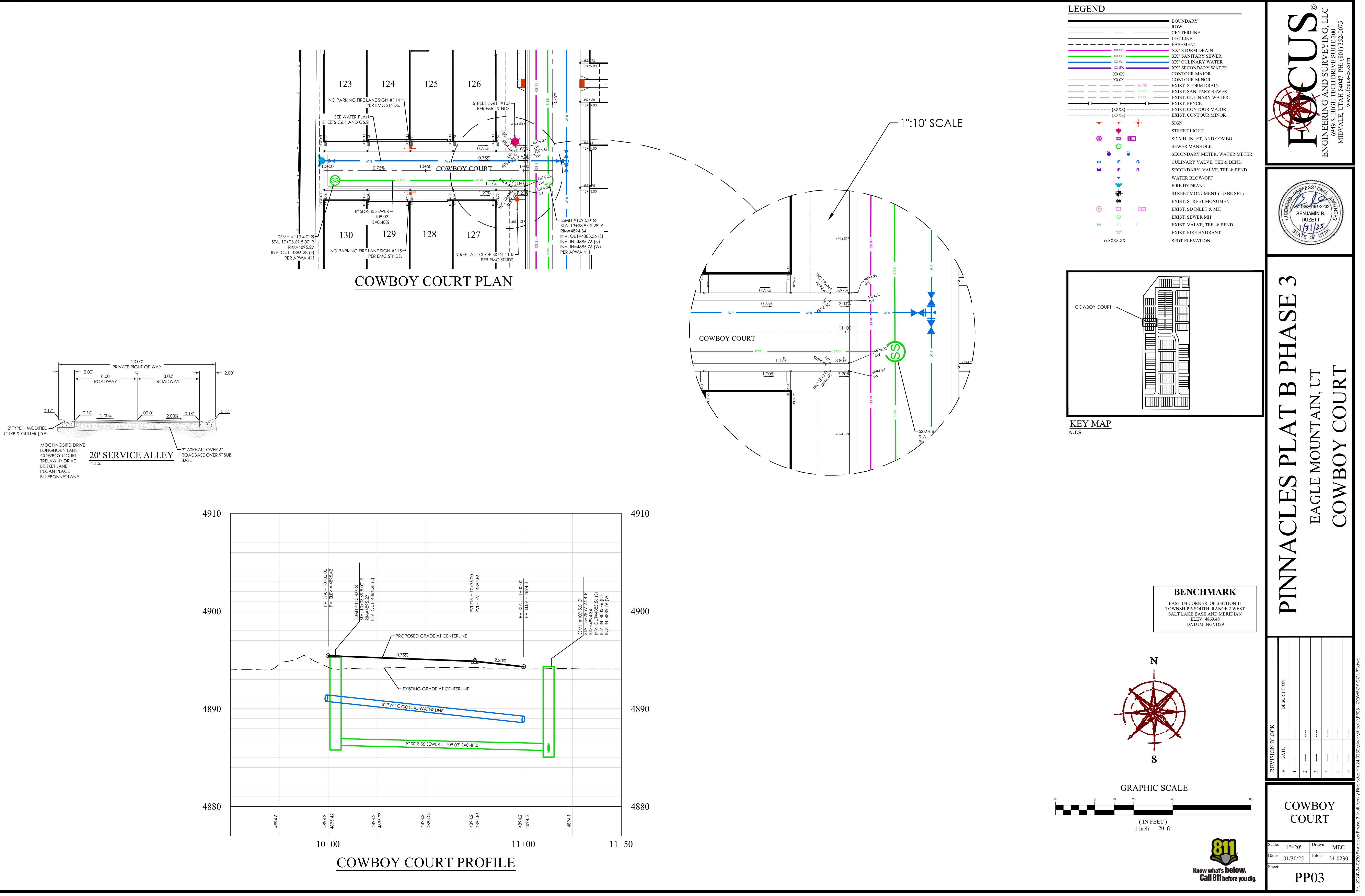
LONGHORN LANE PROFILE

BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
LONGHORN LANE

REVISION BLOCK	
#	DESCRIPTION
1	
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PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
COWBOY COURT

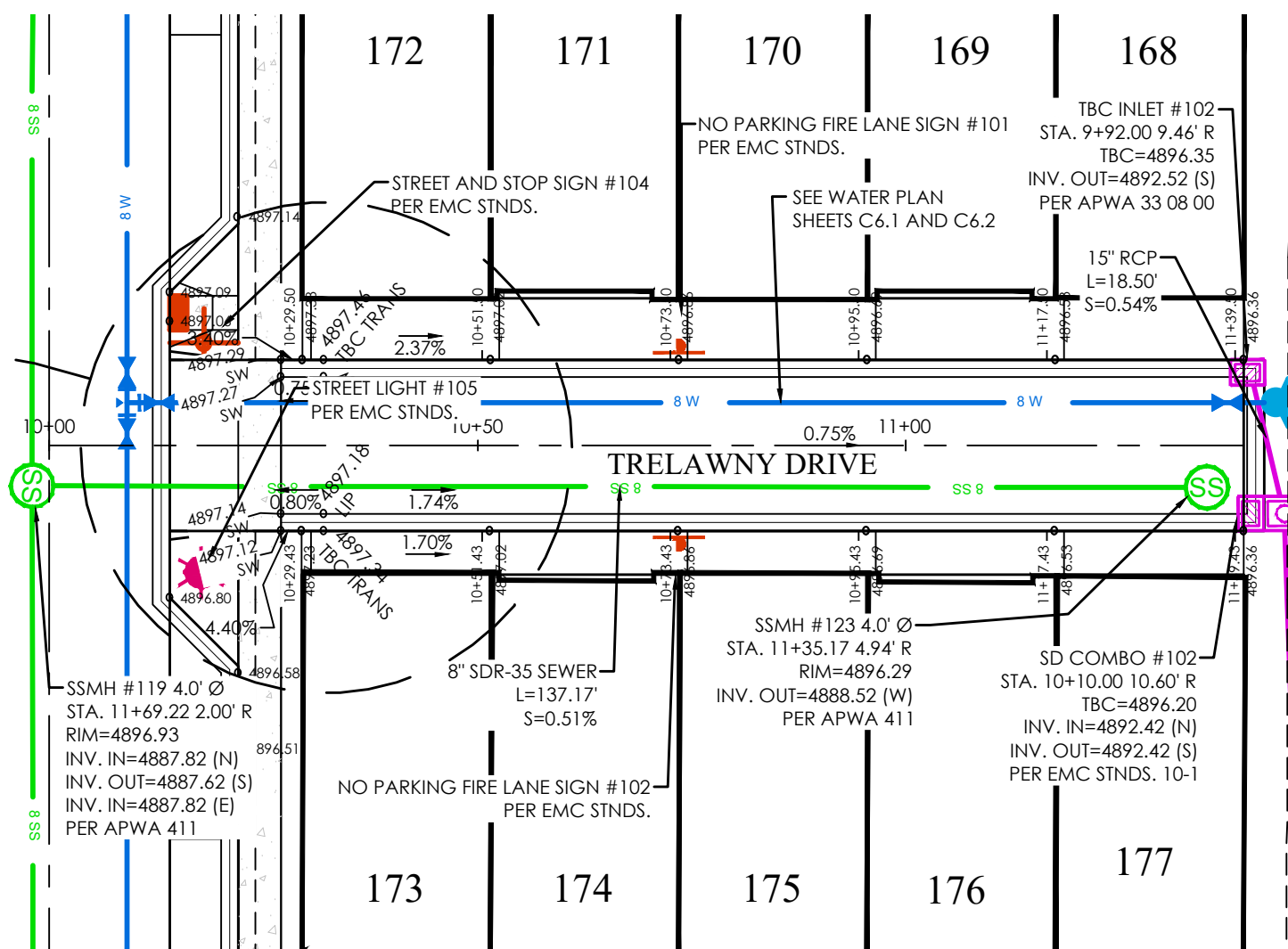
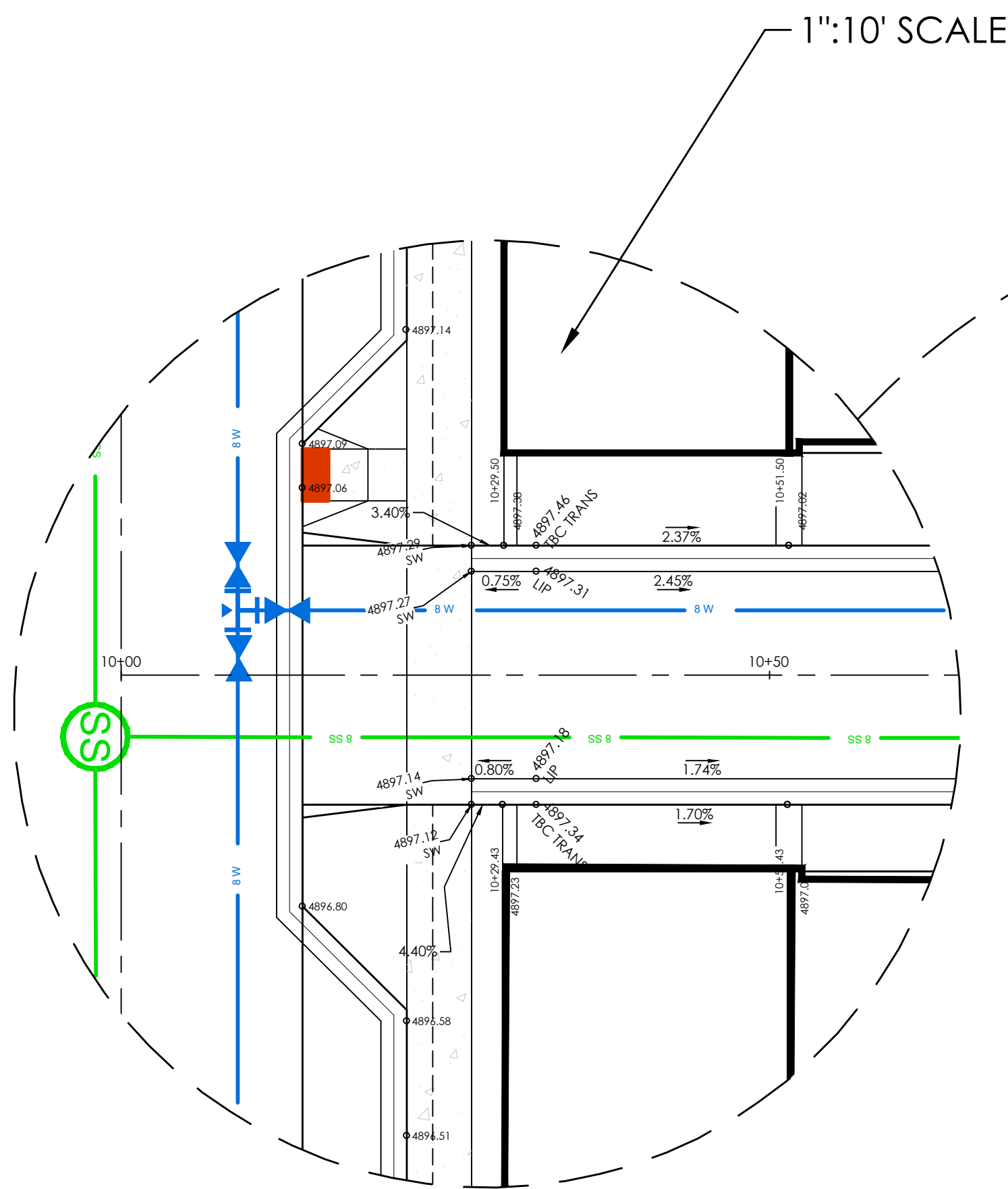
REVISION BLOCK	
#	DESCRIPTION
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COWBOY COURT

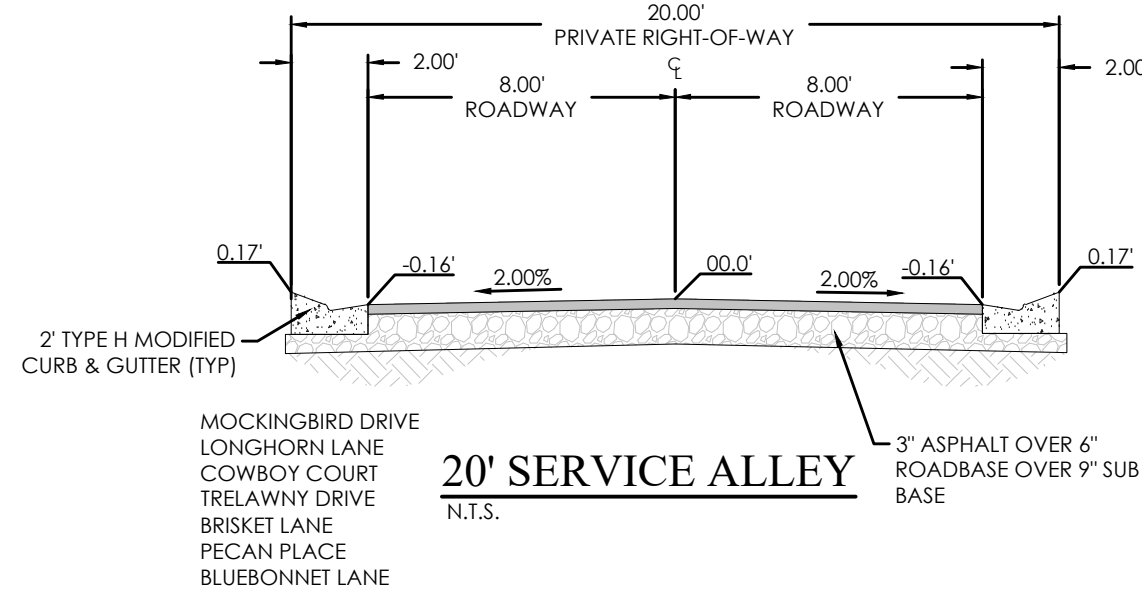
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Date: 01/30/25
Sheet:

Drawn: MEC
Job #: 24-0230
PP03

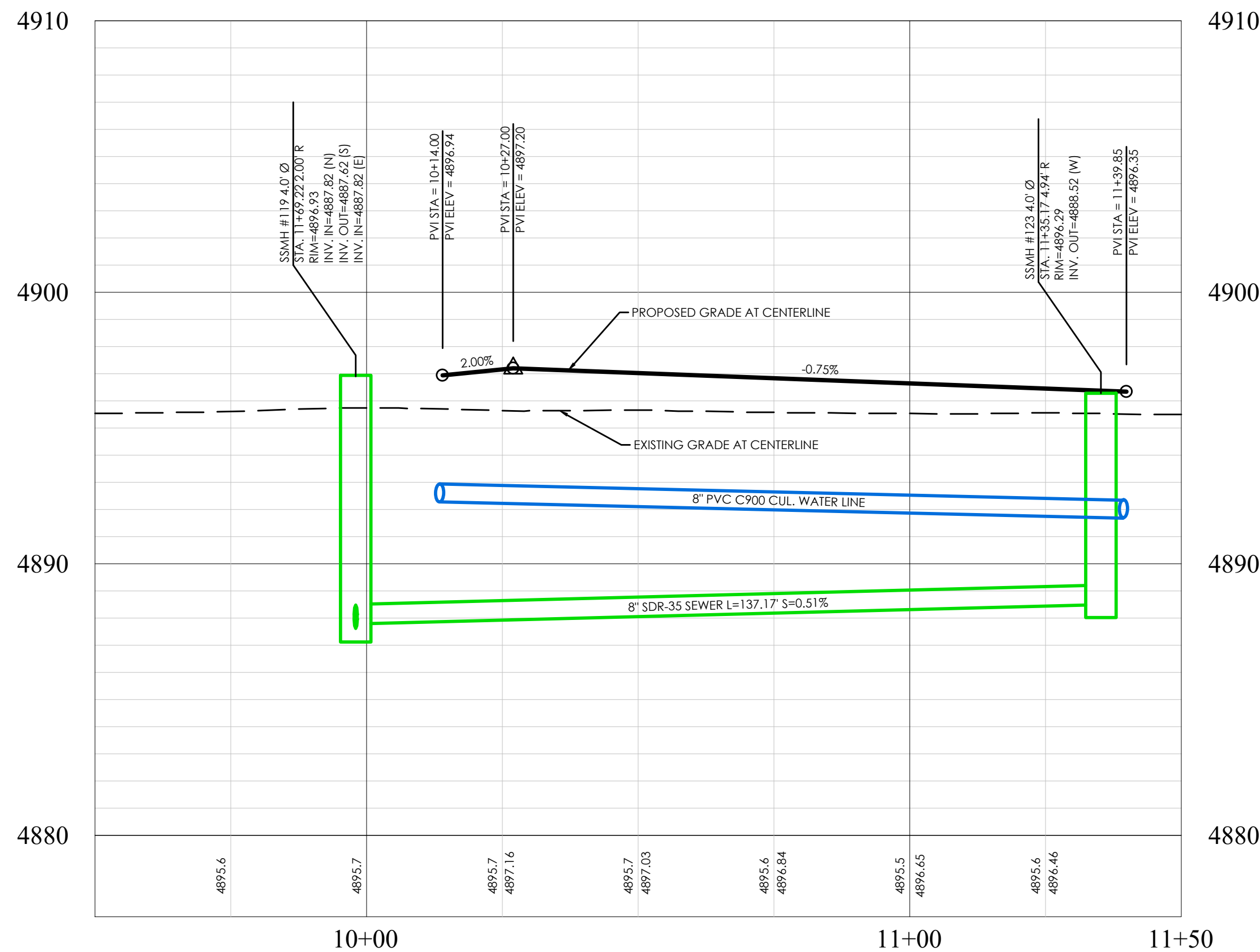
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TRELAWNY DRIVE PLAN



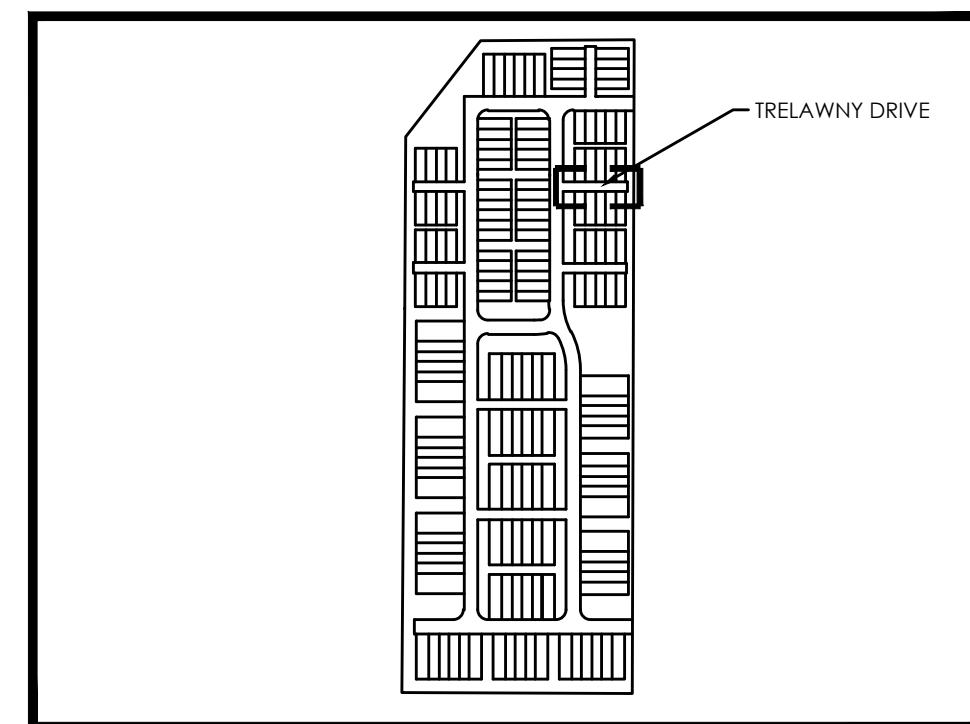
20' SERVICE ALLEY



TRELAWNY DRIVE PROFILE

LEGEND

BOUNDARY	BOUNDARY
ROW	ROW
LOT LINE	LOT LINE
EASEMENT	EASEMENT
XX SD	XX" STORM DRAIN
XX SS	XX" SANITARY SEWER
XX W	XX" CULINARY WATER
XX SW	XX" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
6x SD	EXIST. STORM DRAIN
6x SS	EXIST. SANITARY SEWER
6x W	EXIST. CULINARY WATER
XXXX	EXIST. FENCE
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
SIGN	SIGN
STREET LIGHT	STREET LIGHT
SD MH, INLET, AND COMBO	SD MH, INLET, AND COMBO
SEWER MANHOLE	SEWER MANHOLE
SECONDARY METER, WATER METER	SECONDARY METER, WATER METER
CULINARY VALVE, TEE & BEND	CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	SECONDARY VALVE, TEE & BEND
WATER BLOW-OFF	WATER BLOW-OFF
FIRE HYDRANT	FIRE HYDRANT
STREET MONUMENT (TO BE SET)	STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT	EXIST. STREET MONUMENT
EXIST. SD INLET & MH	EXIST. SD INLET & MH
EXIST. SEWER MH	EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND	EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT	EXIST. FIRE HYDRANT
SPOT ELEVATION	SPOT ELEVATION

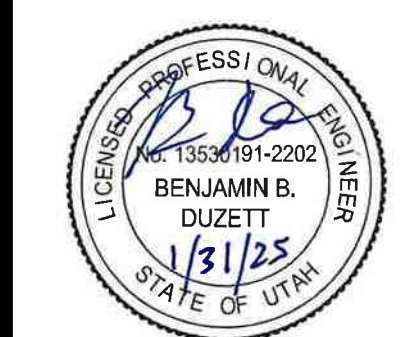
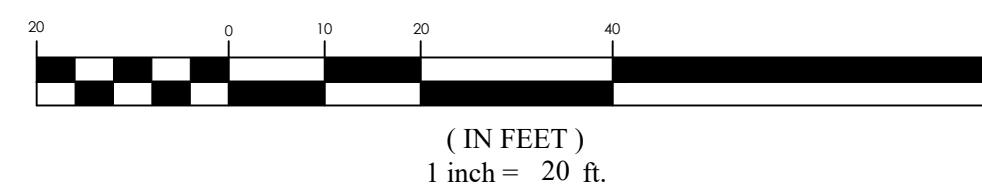


KEY MAP
N.T.S.

BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



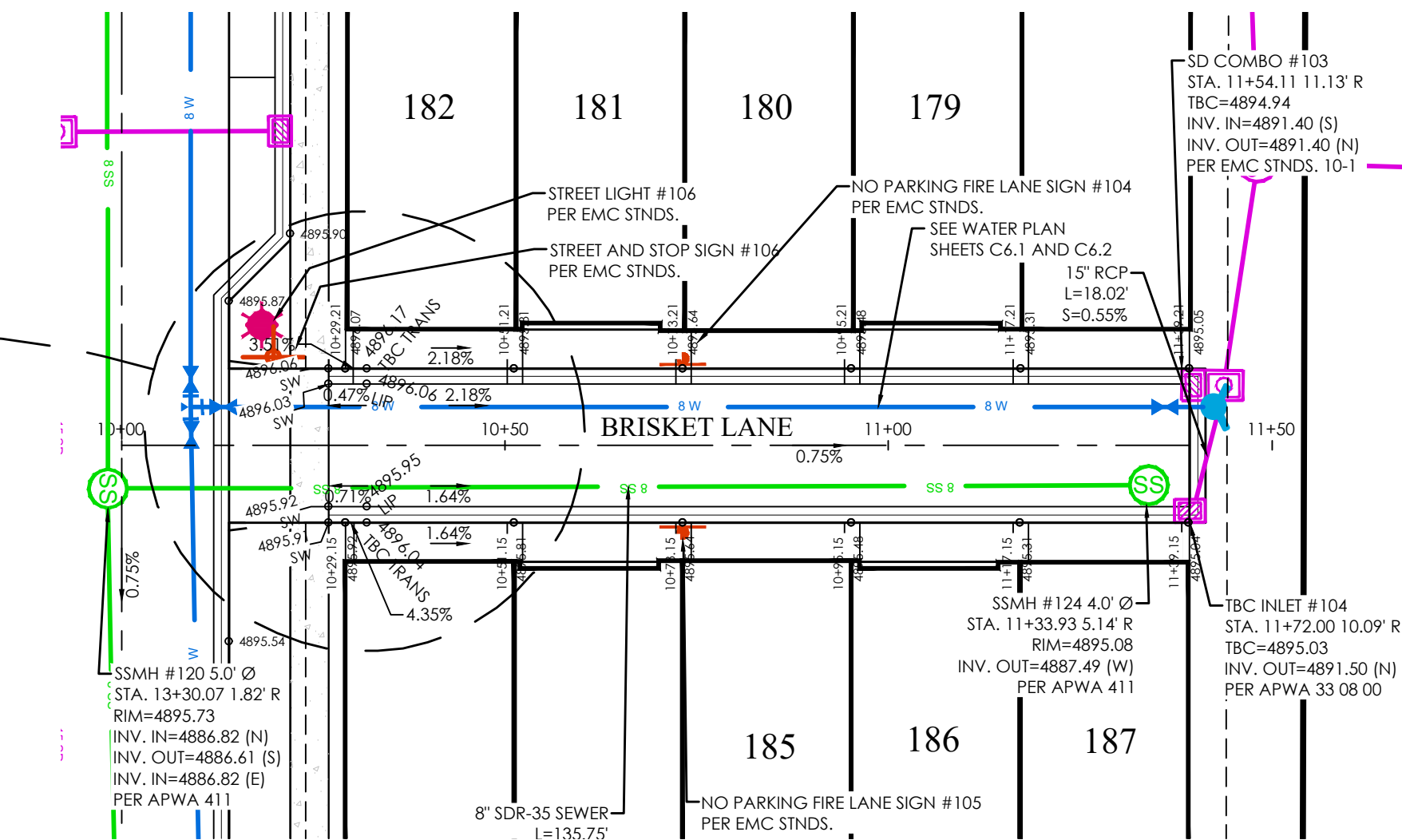
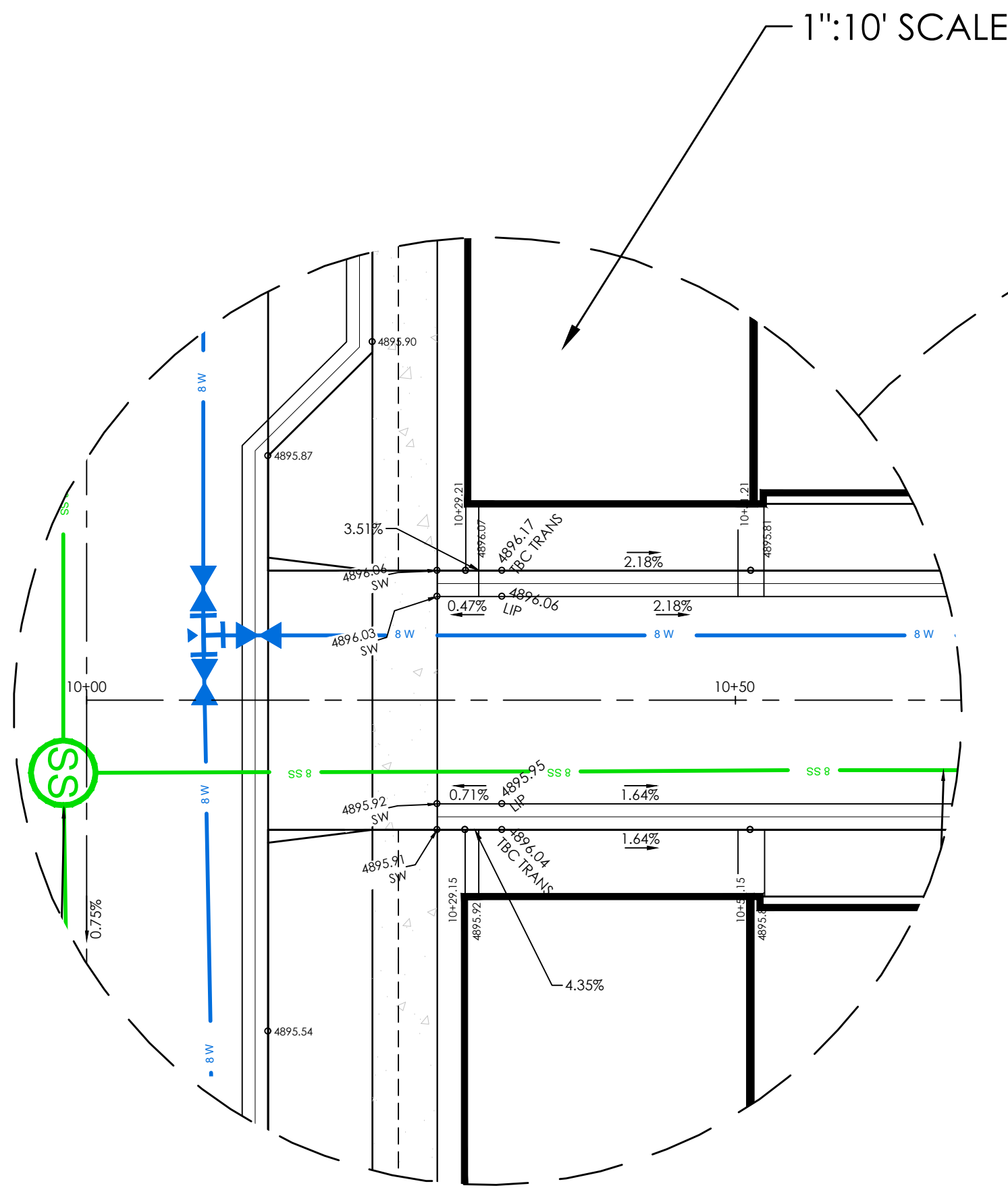
GRAPHIC SCALE



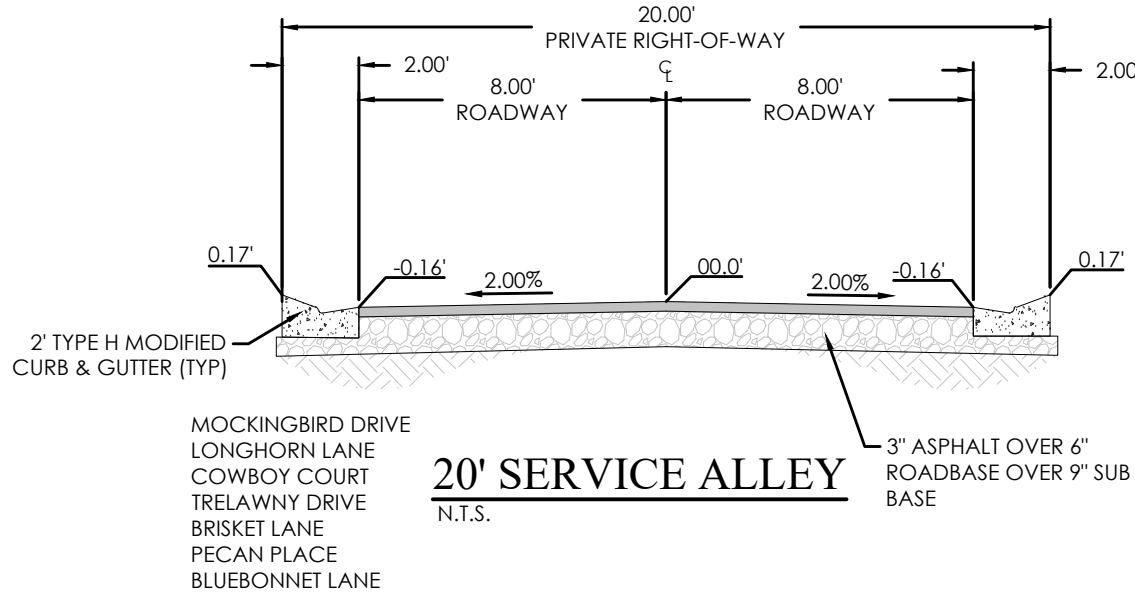
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
TRELAWNY DRIVE

REVISION BLOCK

#	DATE	DESCRIPTION
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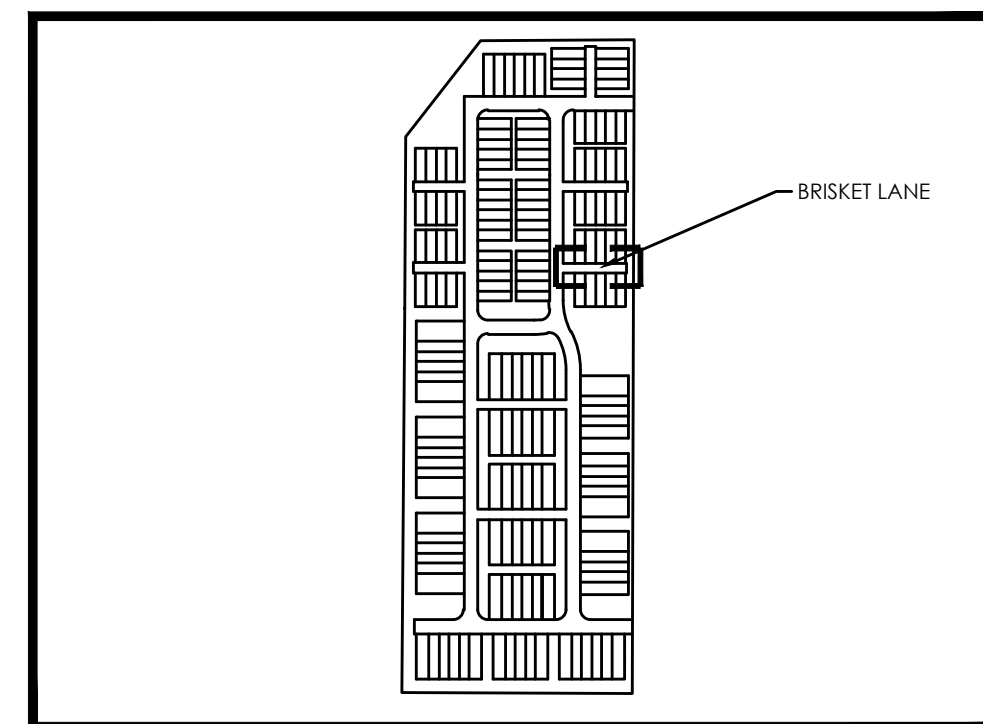
BRISKET LANE PLAN



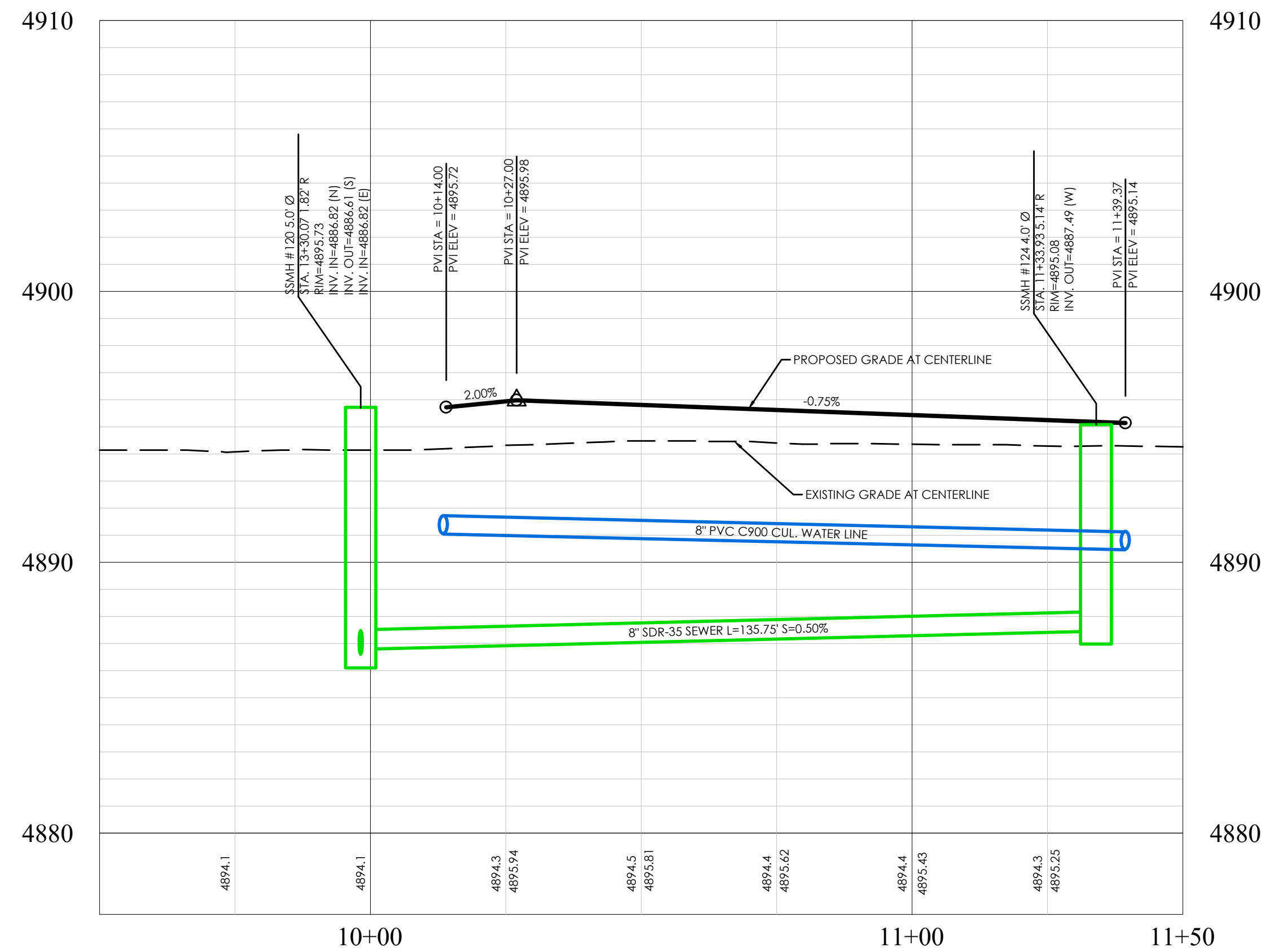
20' SERVICE ALLEY
N.T.S.

LEGEND

BOUNDARY	BOUNDARY
ROW	ROW
LOT LINE	LOT LINE
EASEMENT	EASEMENT
XX SD	XX" STORM DRAIN
XX SS	XX" SANITARY SEWER
XX W	XX" CULINARY WATER
XX SW	XX" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex SW	EXIST. SECONDARY WATER
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
SIGN	SIGN
STREET LIGHT	STREET LIGHT
SD MH, INLET, AND COMBO	SD MH, INLET, AND COMBO
SEWER MANHOLE	SEWER MANHOLE
SECONDARY METER, WATER METER	SECONDARY METER, WATER METER
CULINARY VALVE, TEE & BEND	CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	SECONDARY VALVE, TEE & BEND
WATER BLOW-OFF	WATER BLOW-OFF
FIRE HYDRANT	FIRE HYDRANT
STREET MONUMENT (TO BE SET)	STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT	EXIST. STREET MONUMENT
EXIST. SD INLET & MH	EXIST. SD INLET & MH
EXIST. SEWER MH	EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND	EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT	EXIST. FIRE HYDRANT
SPOT ELEVATION	SPOT ELEVATION

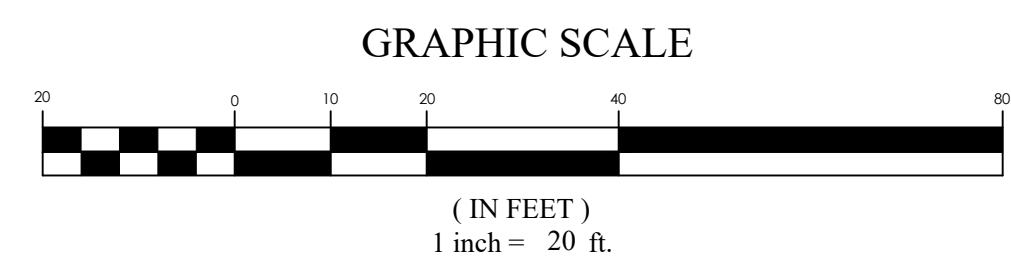


KEY MAP
N.T.S.



BRISKET LANE PROFILE

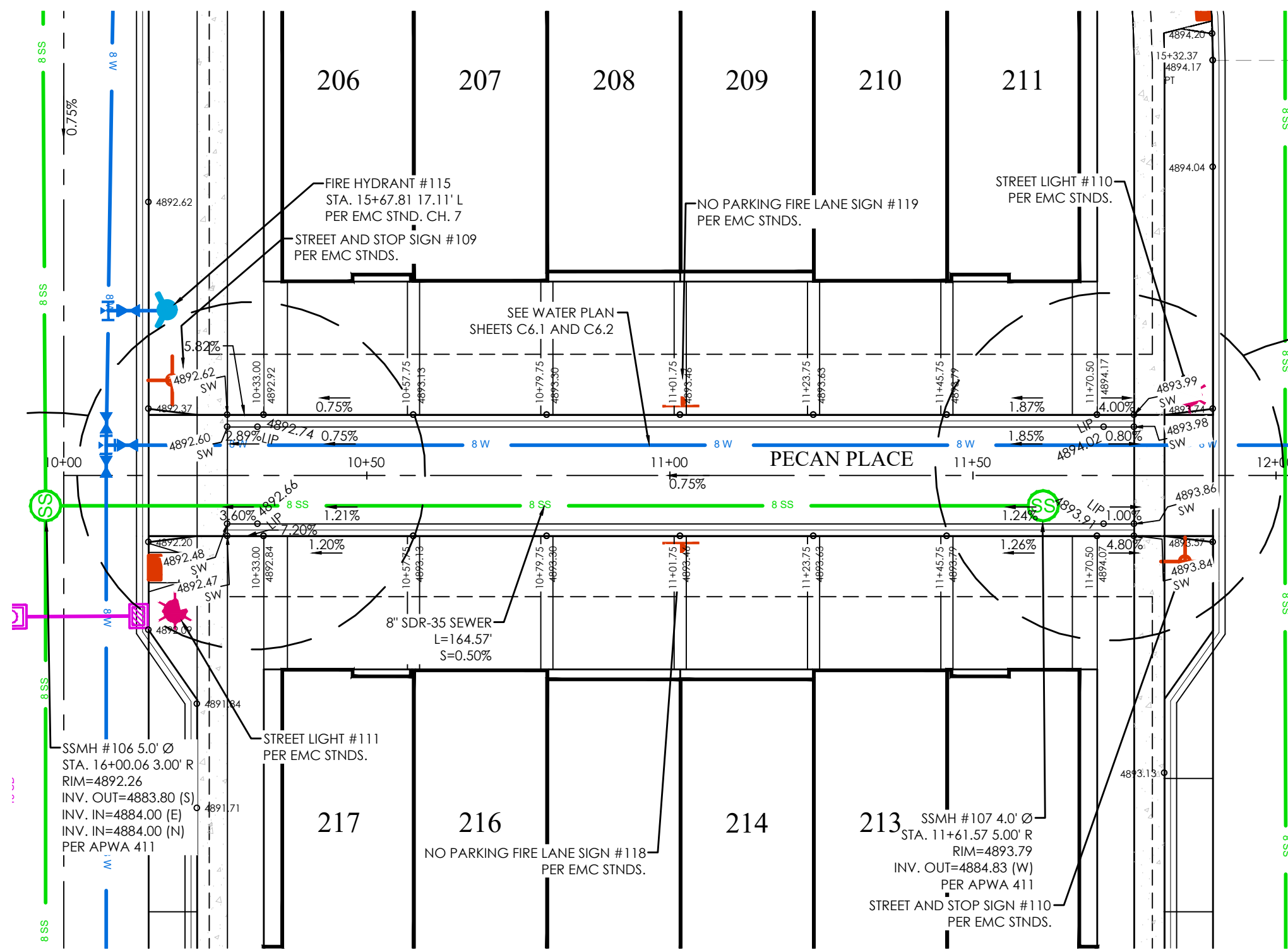
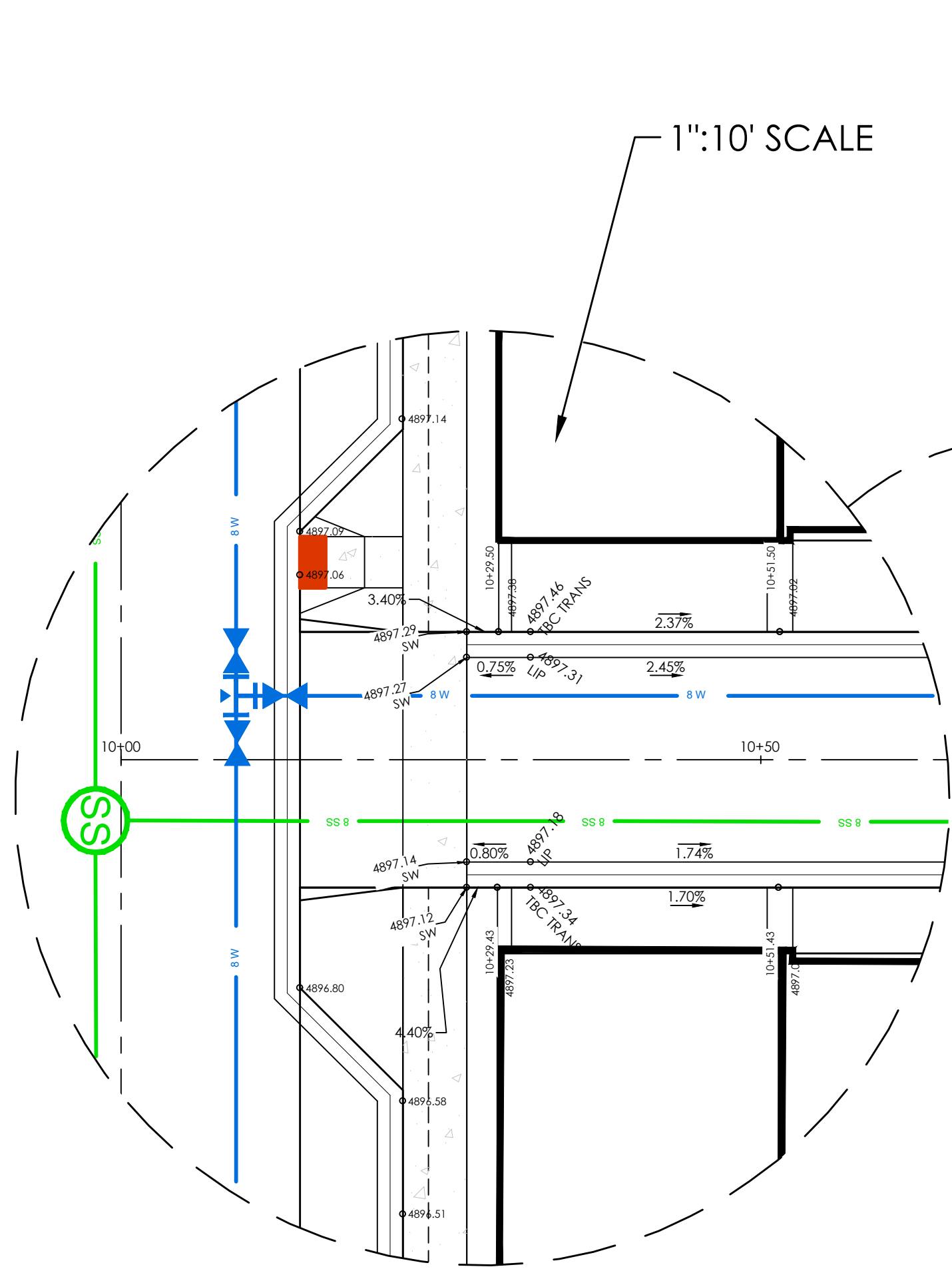
BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



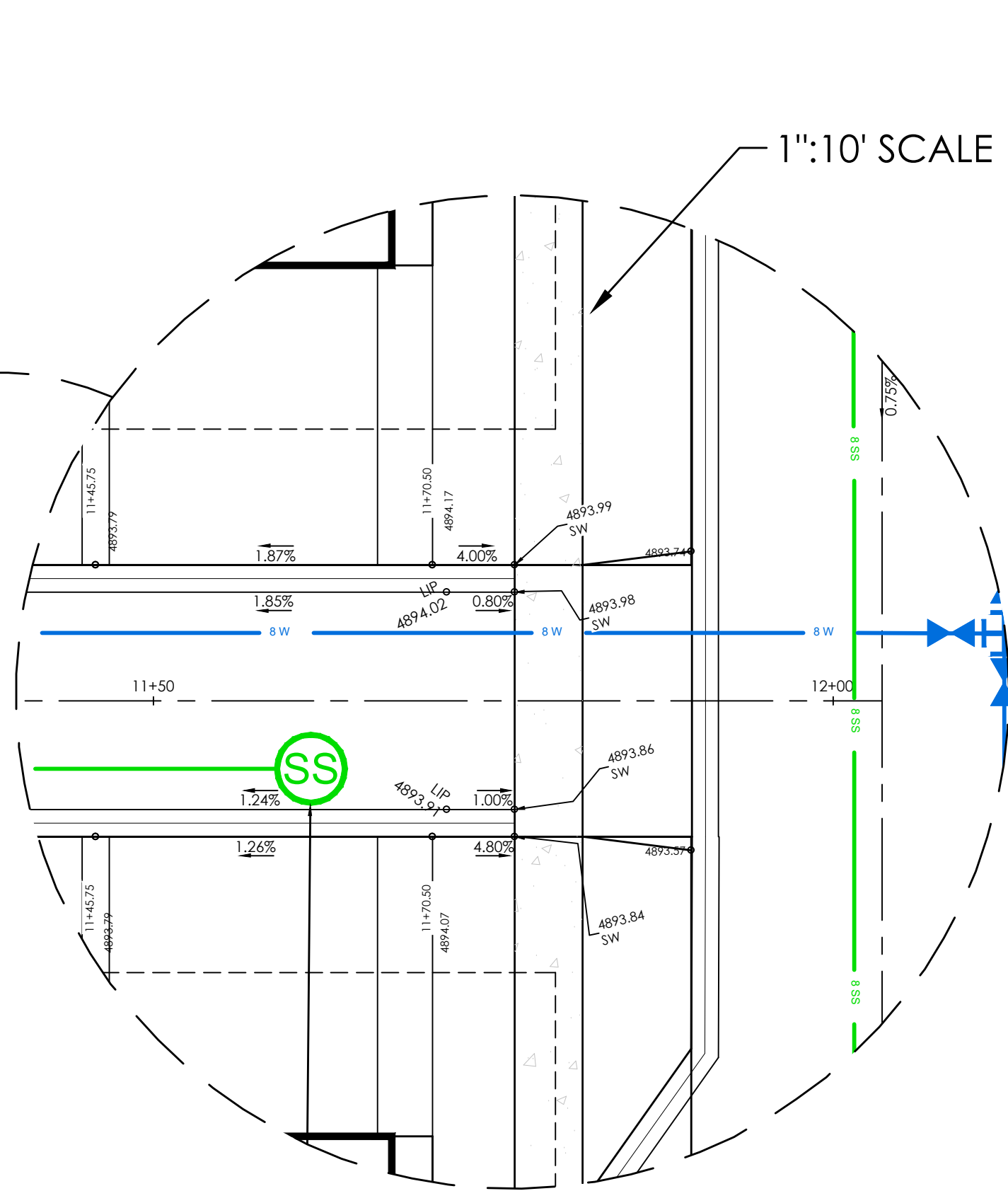
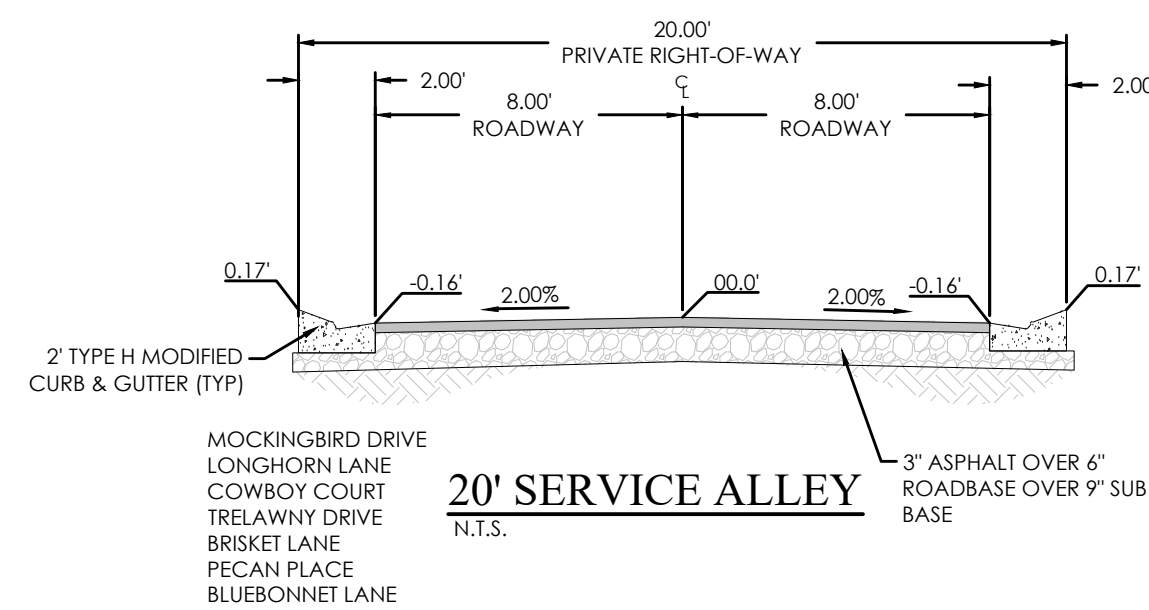
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
BRISKET LANE

REVISION BLOCK		DESCRIPTION
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BRISKET LANE	
Scale: 1"=20'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	PP05

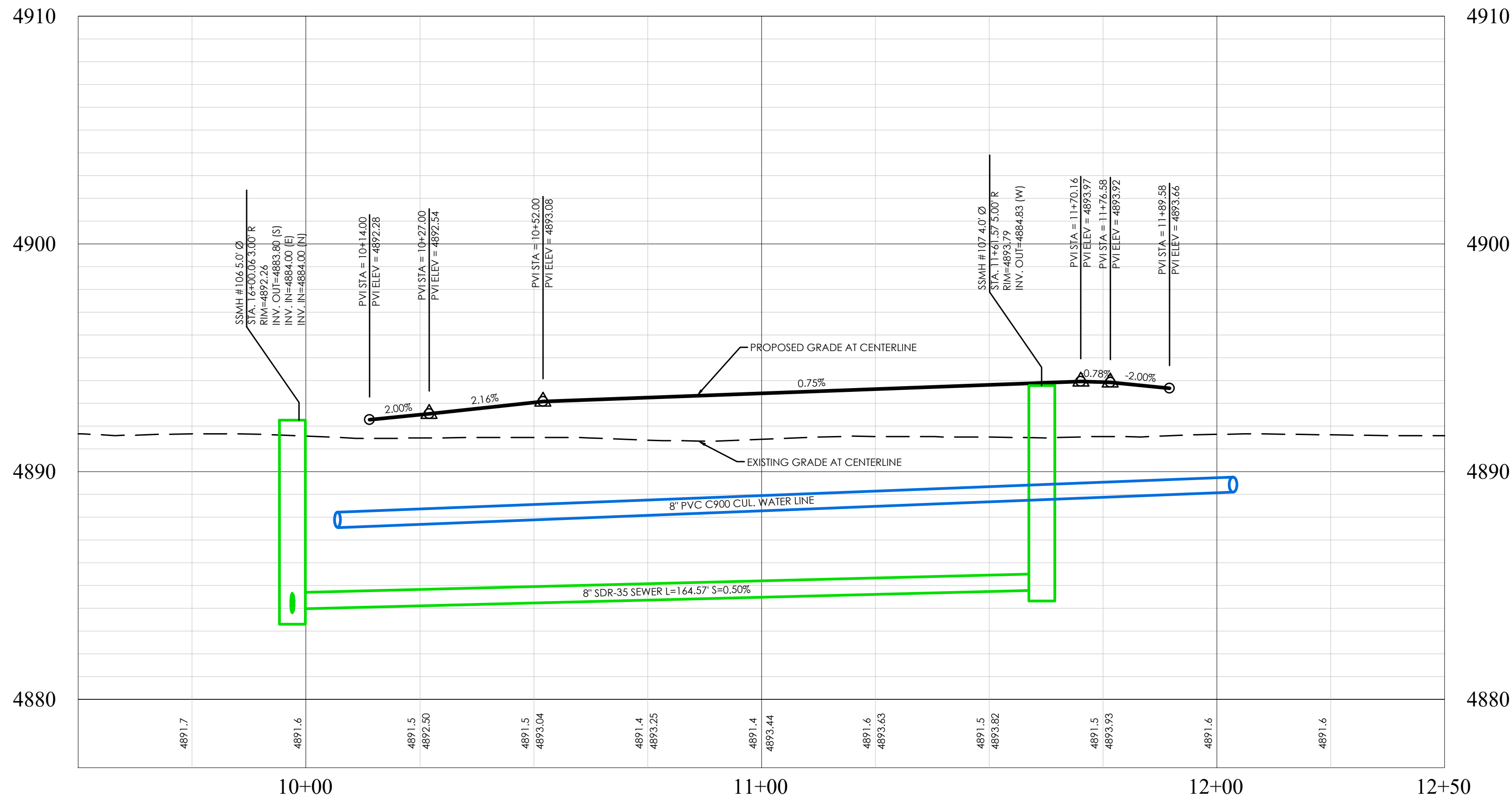
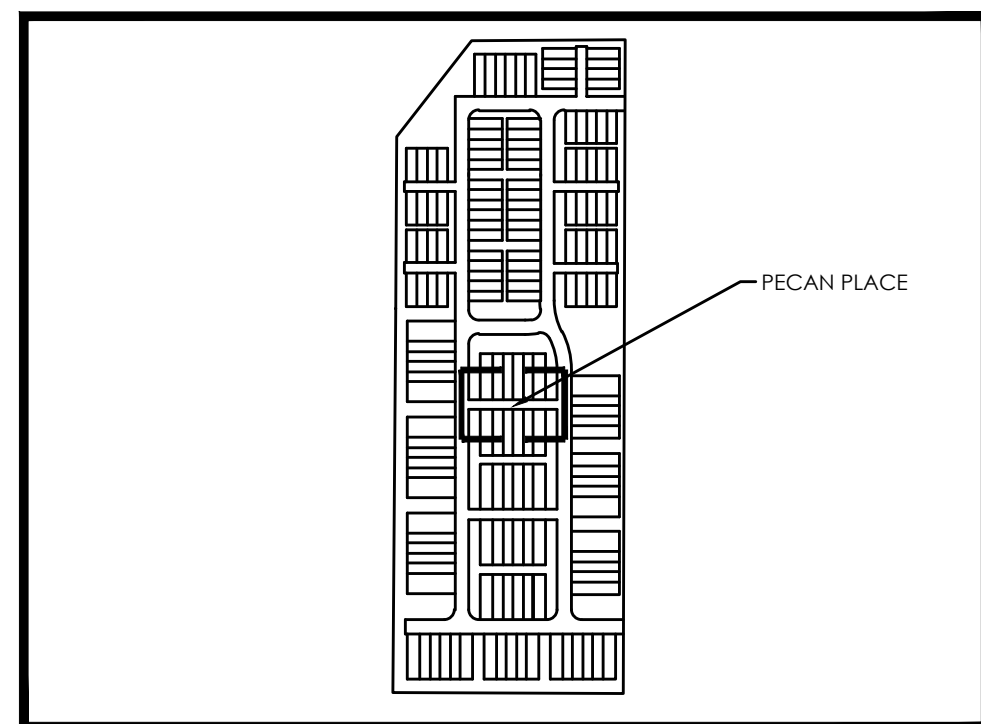


PECAN PLACE PLAN



LEGEND

BOUNDARY	XX SD	XX" STORM DRAIN
ROW	XX SS	XX" SANITARY SEWER
CENTERLINE	XX W	XX" CULINARY WATER
LOT LINE	XX SW	XX" SECONDARY WATER
EASEMENT	XXXX	CONTOUR MAJOR
	XXXX	CONTOUR MINOR
	Ex SD	EXIST. STORM DRAIN
	Ex SS	EXIST. SANITARY SEWER
	Ex W	EXIST. CULINARY WATER
	Ex SW	EXIST. SECONDARY WATER
	XXXX	EXIST. CONTOUR MAJOR
	XXXX	EXIST. CONTOUR MINOR
SIGN		
STREET LIGHT		
SD MH, INLET, AND COMBO		
SEWER MANHOLE		
SECONDARY METER, WATER METER		
CULINARY VALVE, TEE & BEND		
SECONDARY VALVE, TEE & BEND		
WATER BLOW-OFF		
FIRE HYDRANT		
STREET MONUMENT (TO BE SET)		
EXIST. STREET MONUMENT		
EXIST. SD INLET & MH		
EXIST. SEWER MH		
EXIST. VALVE, TEE, & BEND		
EXIST. FIRE HYDRANT		
SPOT ELEVATION		

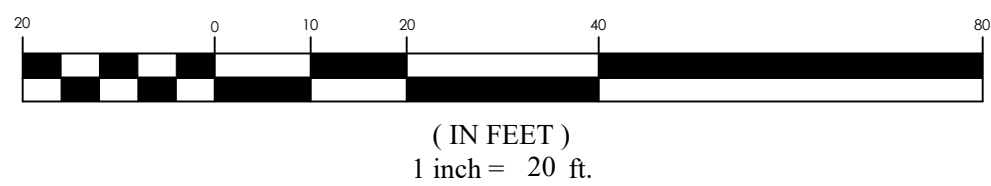


BENCHMARK

EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



GRAPHIC SCALE



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PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
PECAN PLACE

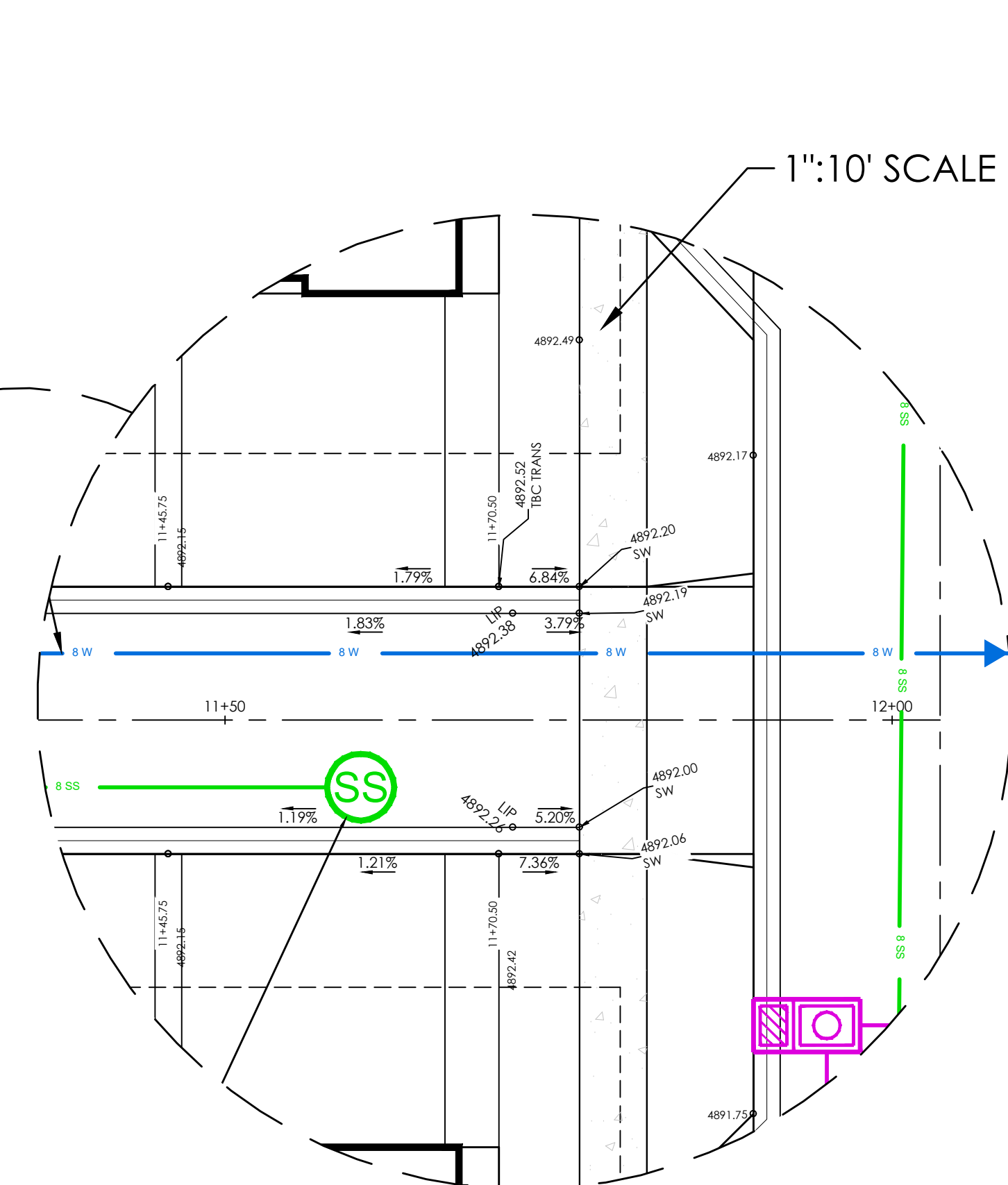
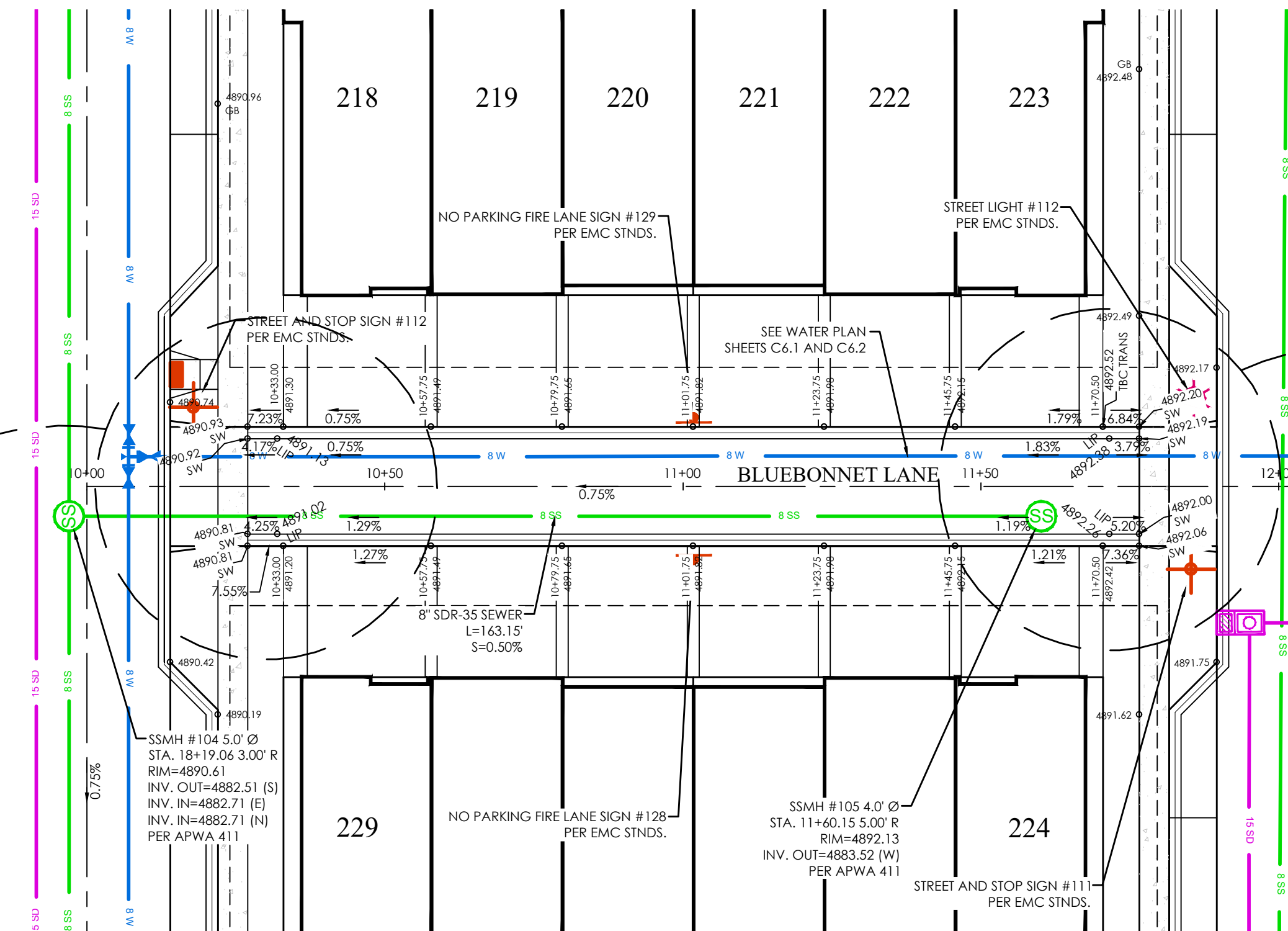
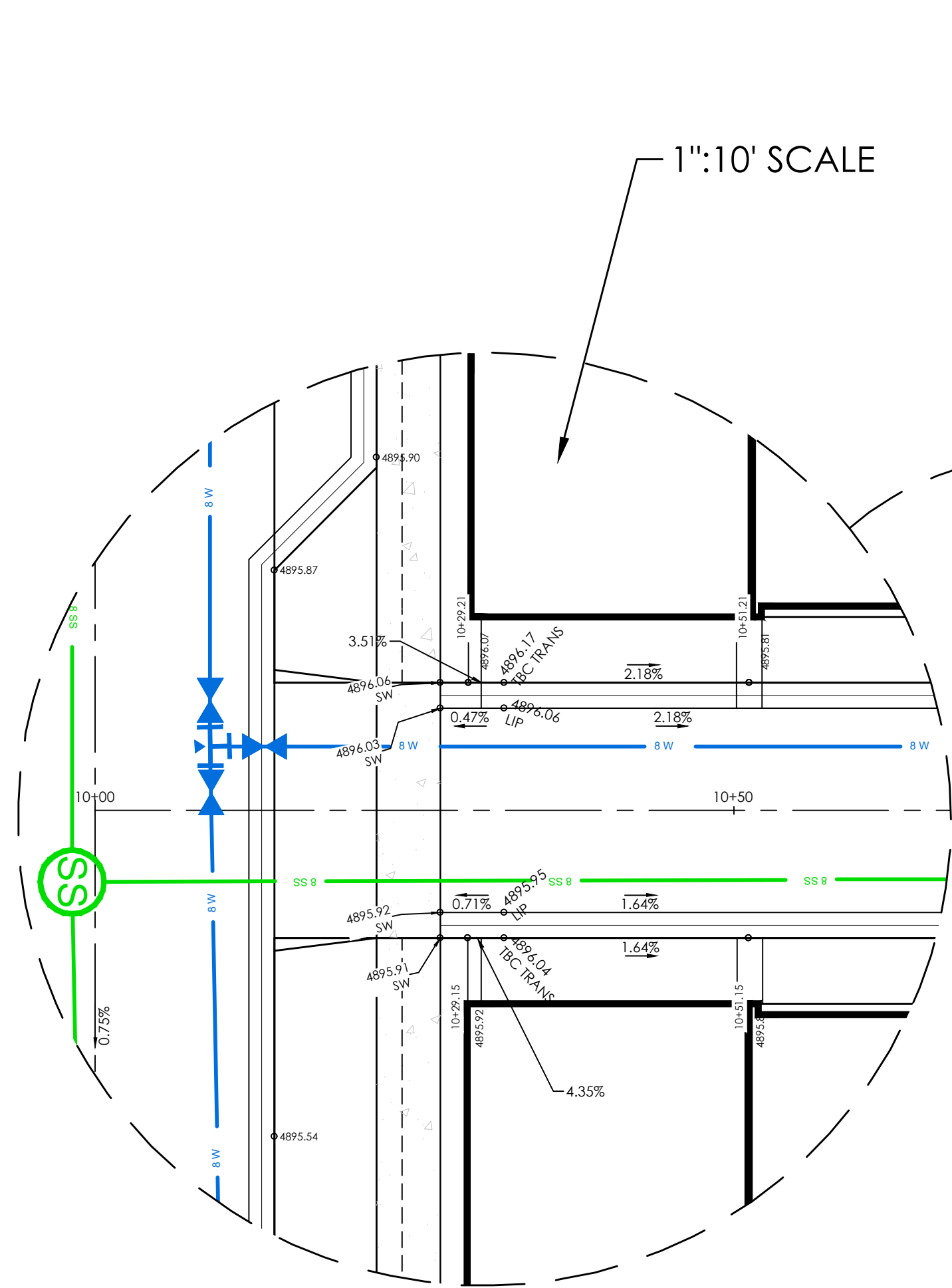
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6	01/30/25	6

PECAN PLACE

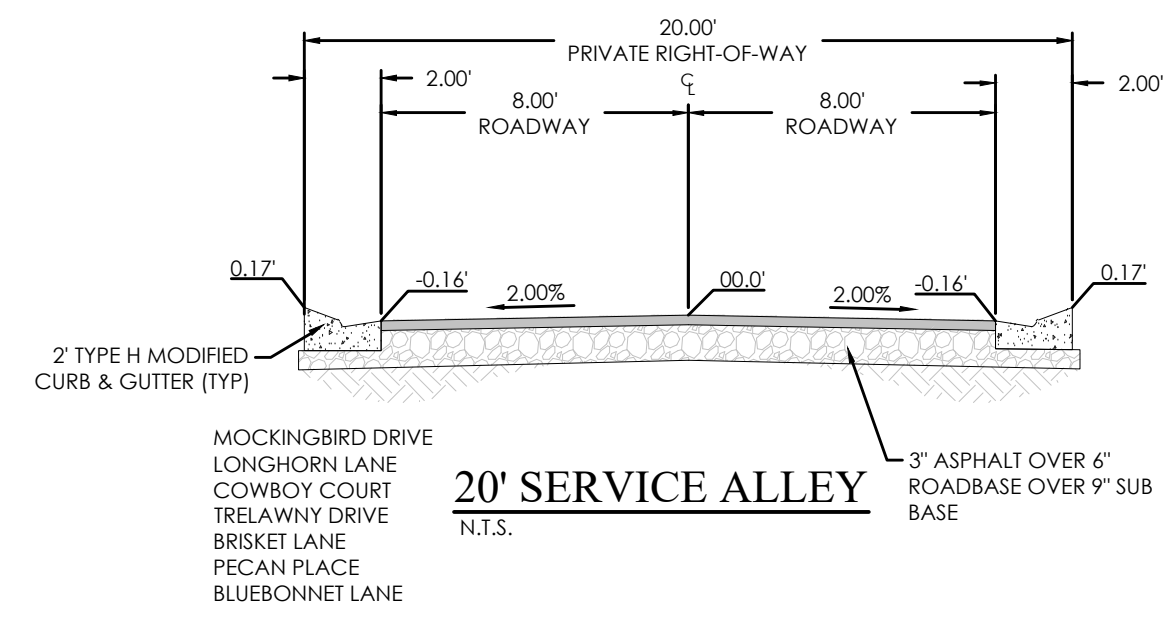
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Date: 01/30/25
Sheet: PP06

Drawn: MEC
Job #: 24-0230





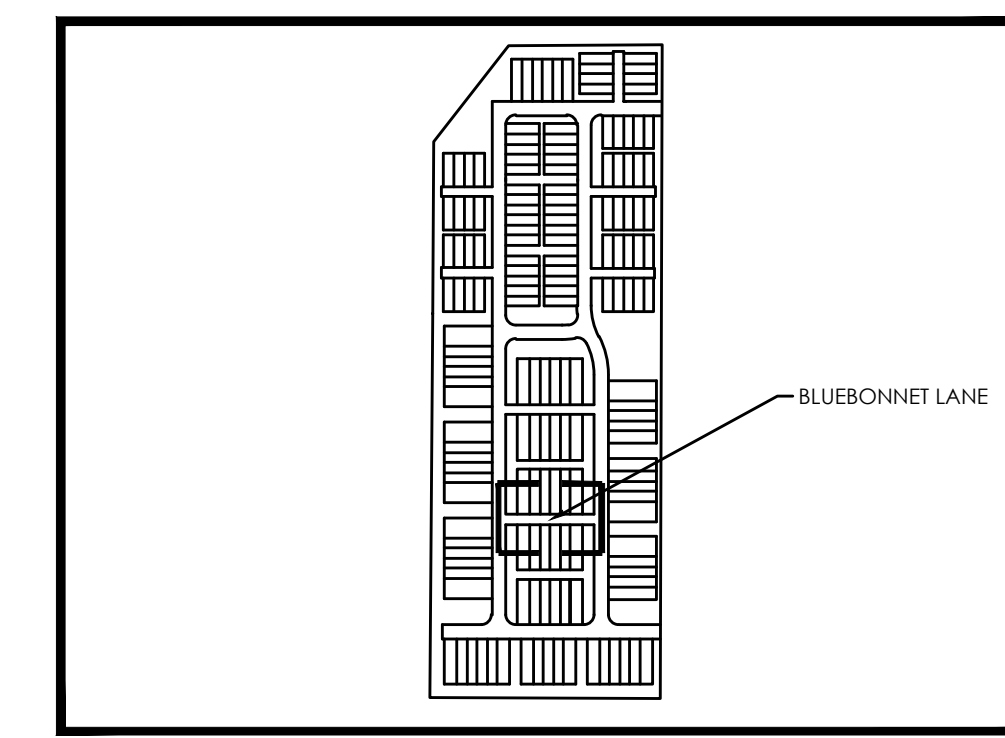
BLUEBONNET LANE PLAN



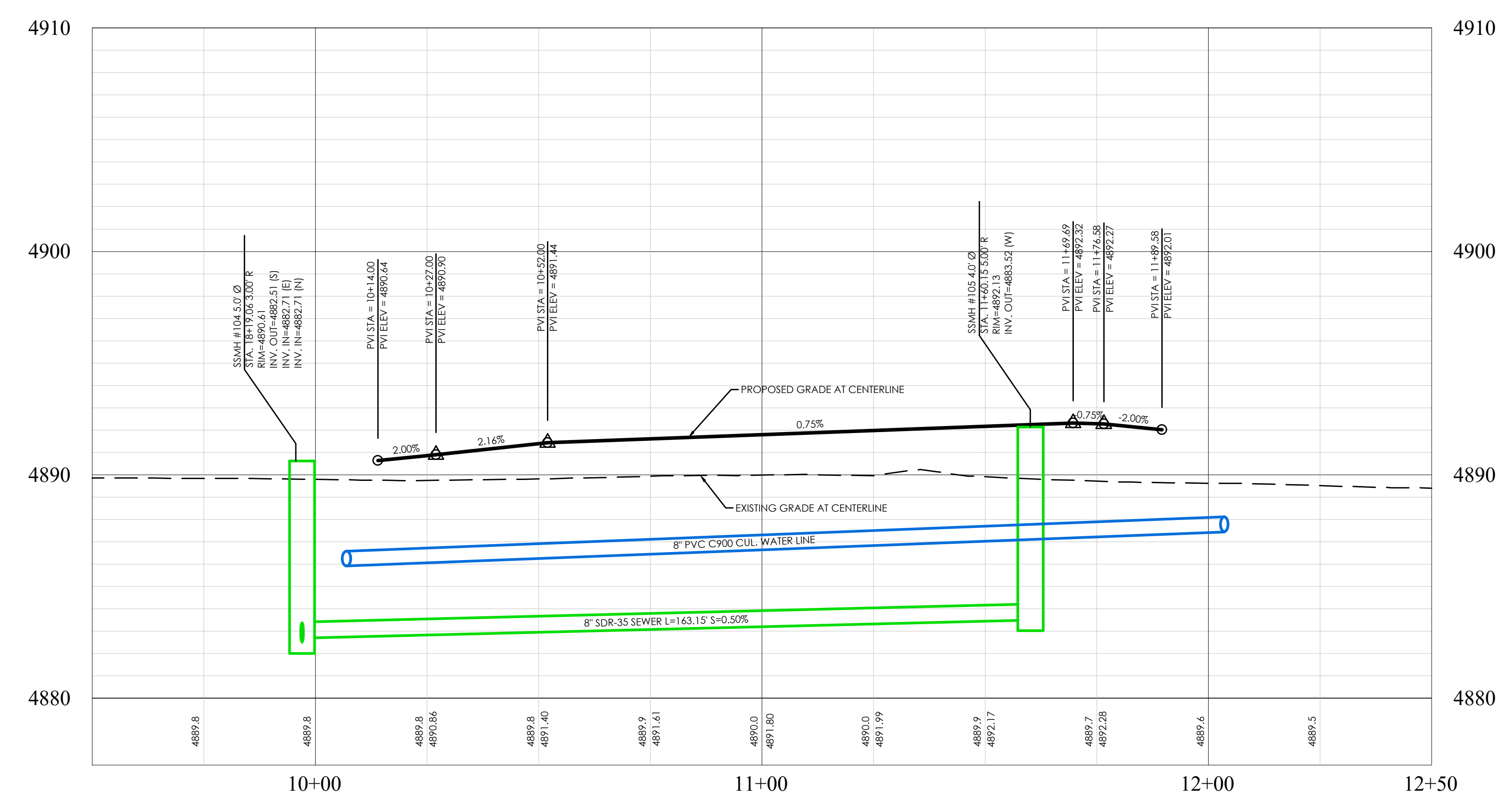
20' SERVICE ALLEY

LEGEND

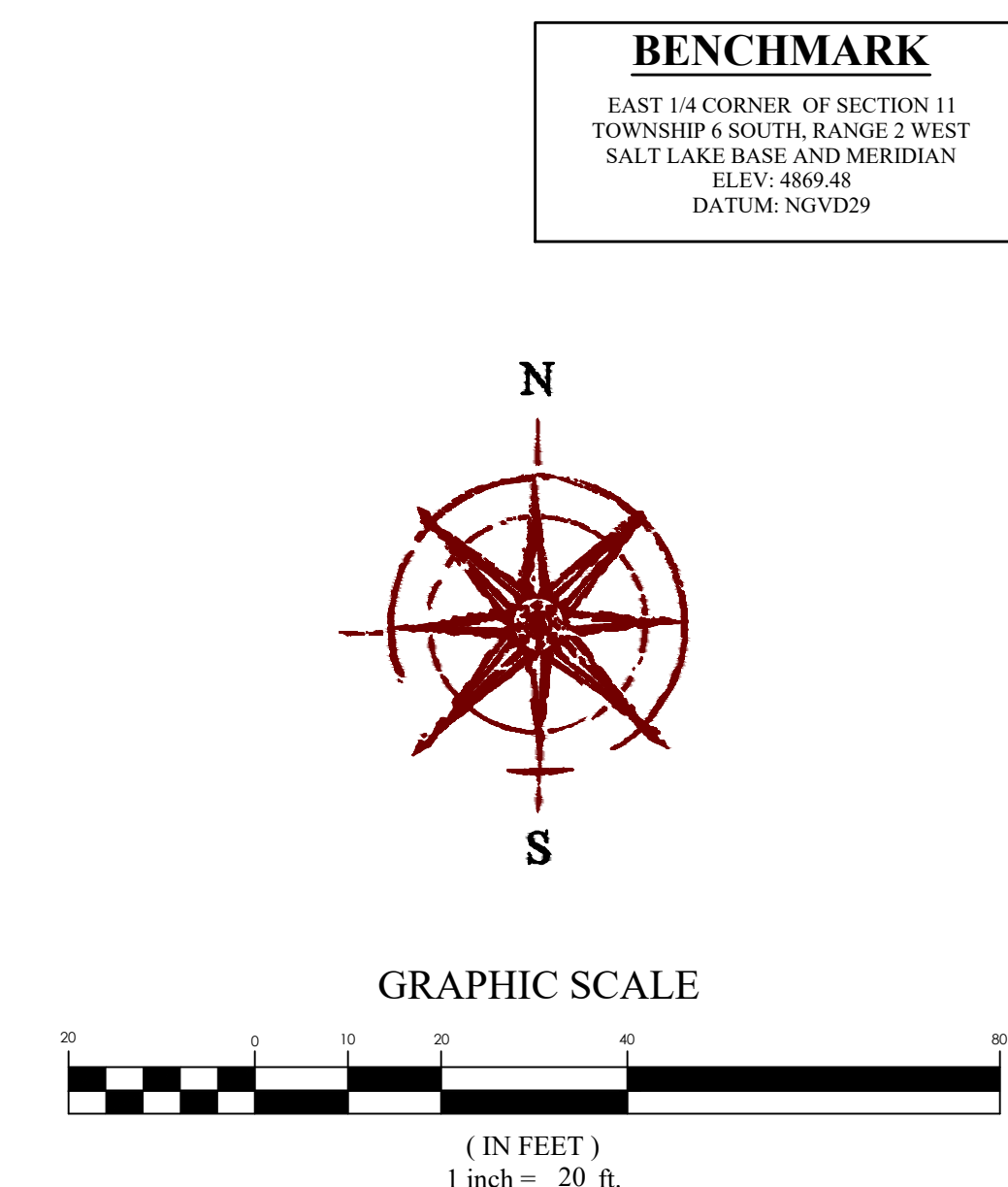
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ROW	XX SS	XX" SANITARY SEWER
CENTERLINE	XX W	XX" CULINARY WATER
LOT LINE	XXXX	XX" SECONDARY WATER
EASEMENT	XXXX	CONTOUR MAJOR
CONTOUR MAJOR	XXXX	CONTOUR MINOR
CONTOUR MINOR	XXXX	EXIST. STORM DRAIN
EXIST. STORM DRAIN	XXXX	EXIST. SANITARY SEWER
EXIST. SANITARY SEWER	XXXX	EXIST. CULINARY WATER
EXIST. CULINARY WATER	XXXX	EXIST. FENCE
EXIST. FENCE	XXXX	EXIST. CONTOUR MAJOR
EXIST. CONTOUR MAJOR	XXXX	EXIST. CONTOUR MINOR
EXIST. CONTOUR MINOR	XXXX	SIGN
SIGN	XXXX	STREET LIGHT
STREET LIGHT	XXXX	SD MH, INLET, AND COMBO
SD MH, INLET, AND COMBO	XXXX	SEWER MANHOLE
SEWER MANHOLE	XXXX	SECONDARY METER, WATER METER
SECONDARY METER, WATER METER	XXXX	CULINARY VALVE, TEE & BEND
CULINARY VALVE, TEE & BEND	XXXX	SECONDARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	XXXX	WATER BLOW-OFF
WATER BLOW-OFF	XXXX	FIRE HYDRANT
FIRE HYDRANT	XXXX	STREET MONUMENT (TO BE SET)
STREET MONUMENT (TO BE SET)	XXXX	EXIST. STREET MONUMENT
EXIST. STREET MONUMENT	XXXX	EXIST. SD INLET & MH
EXIST. SD INLET & MH	XXXX	EXIST. SEWER MH
EXIST. SEWER MH	XXXX	EXIST. VALVE, TEE, & BEND
EXIST. VALVE, TEE, & BEND	XXXX	EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT	XXXX	SPOT ELEVATION



KEY MAP



BLUEBONNET LANE PROFILE



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13531912202
BENJAMIN B. DUZETT
1/31/25
STATE OF UTAH

PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
BLUEBONNET LANE

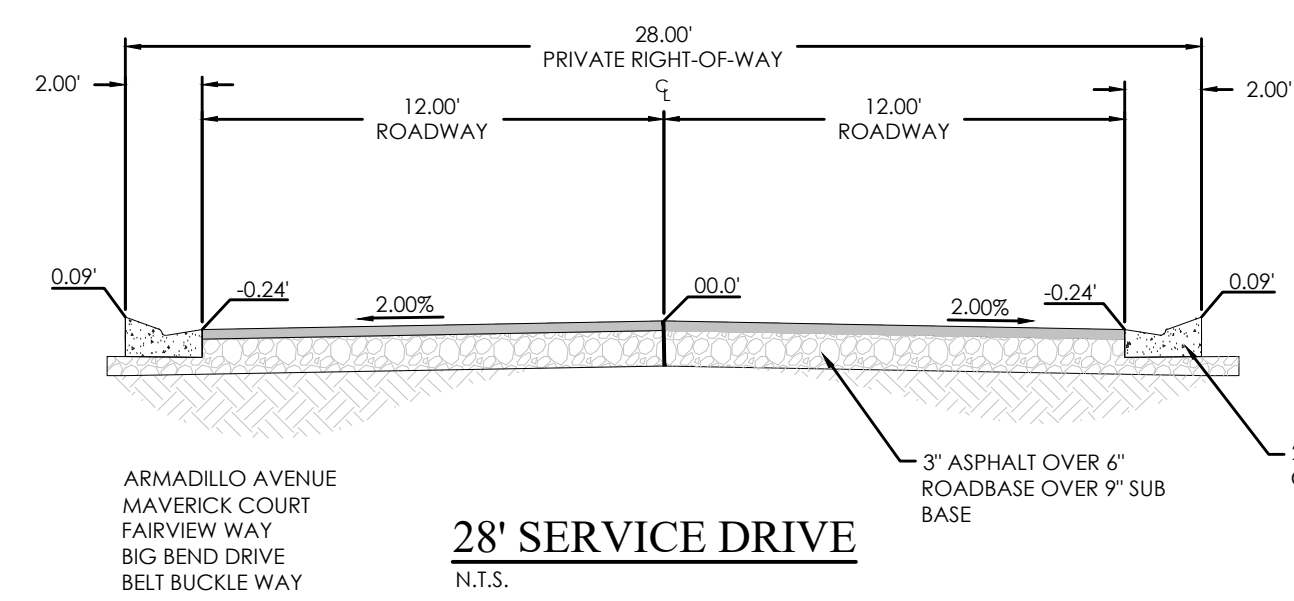
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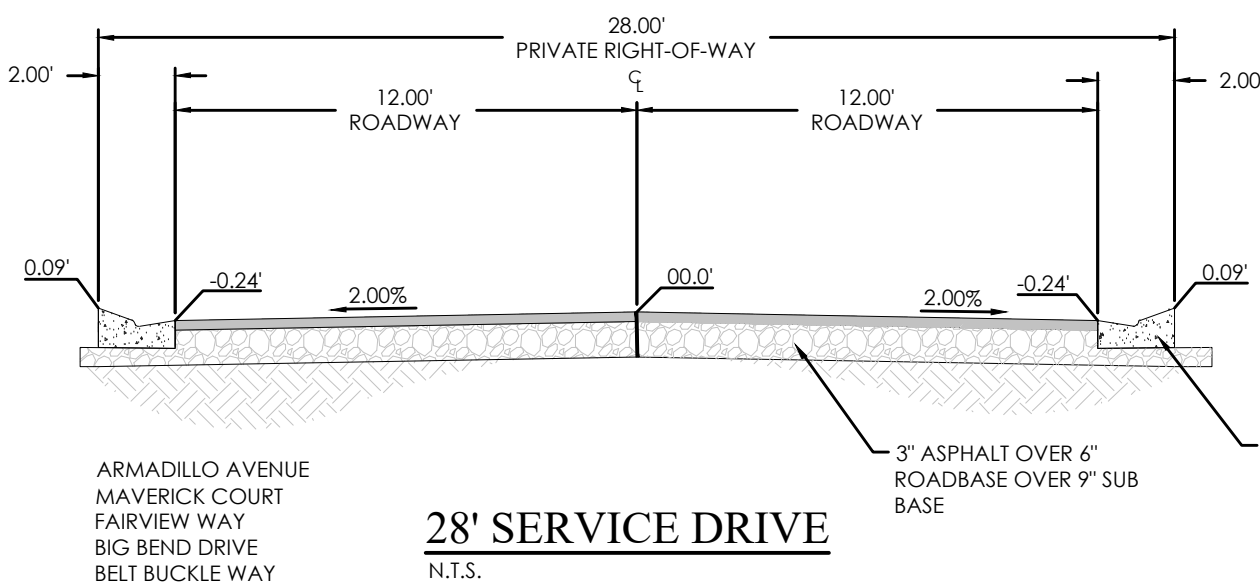
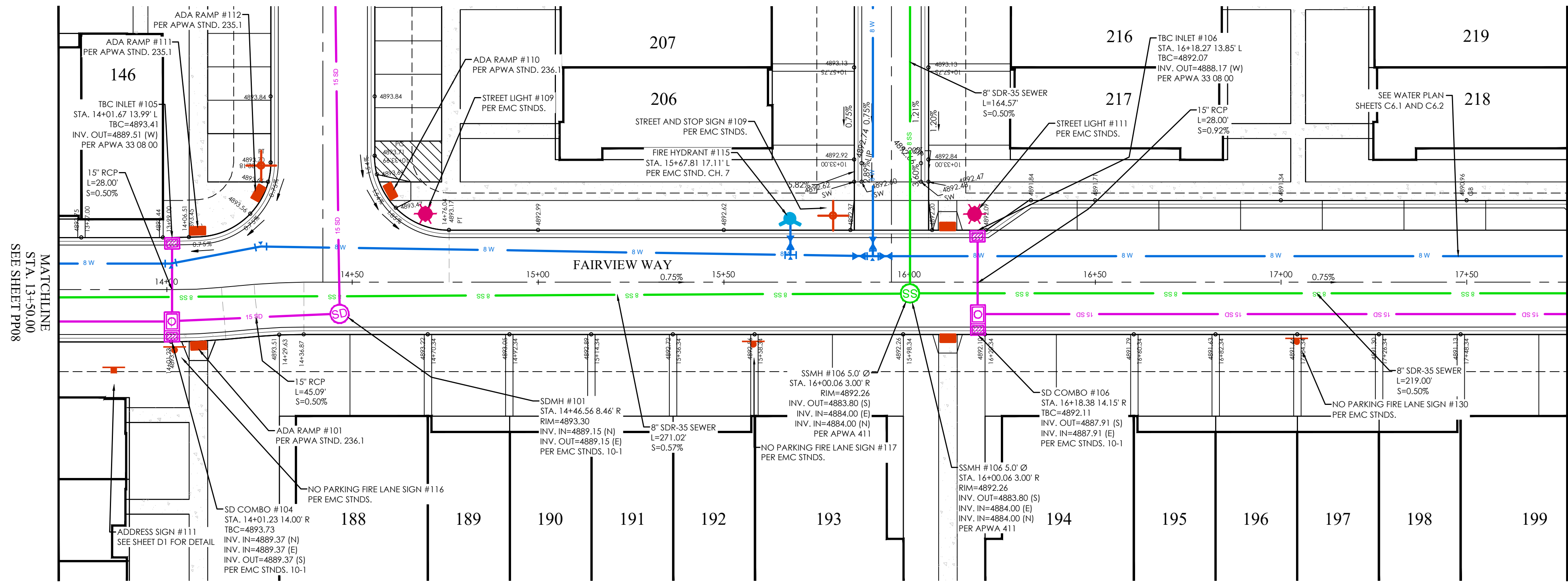
BLUEBONNET LANE

Scale: 1"=20'
Date: 01/30/25
Sheet: PP07

Drawn: MEC
Job #: 24-0230

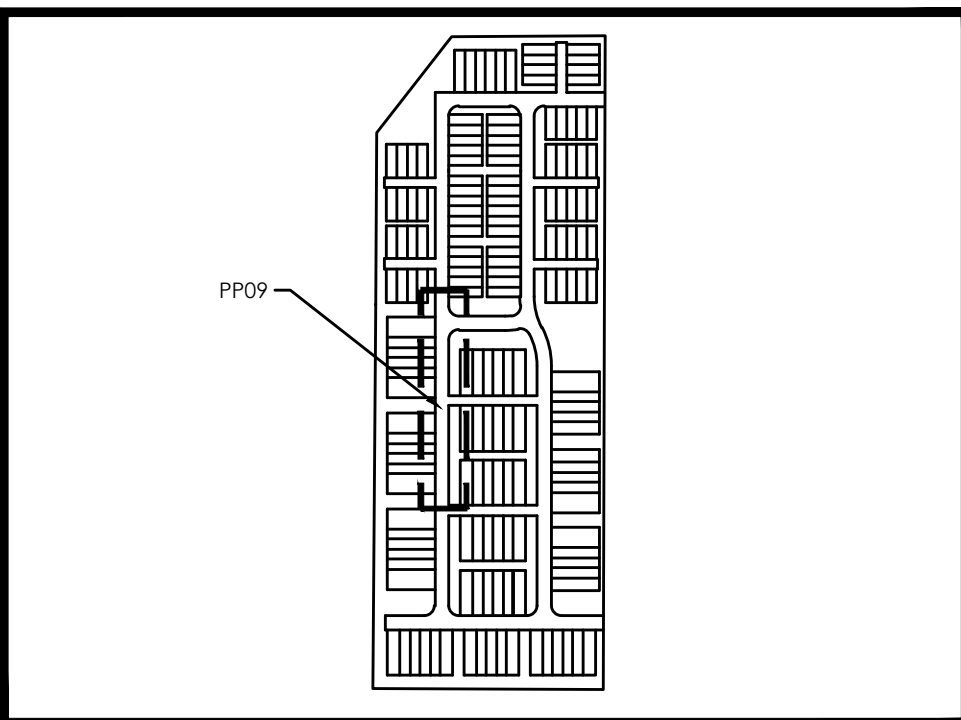




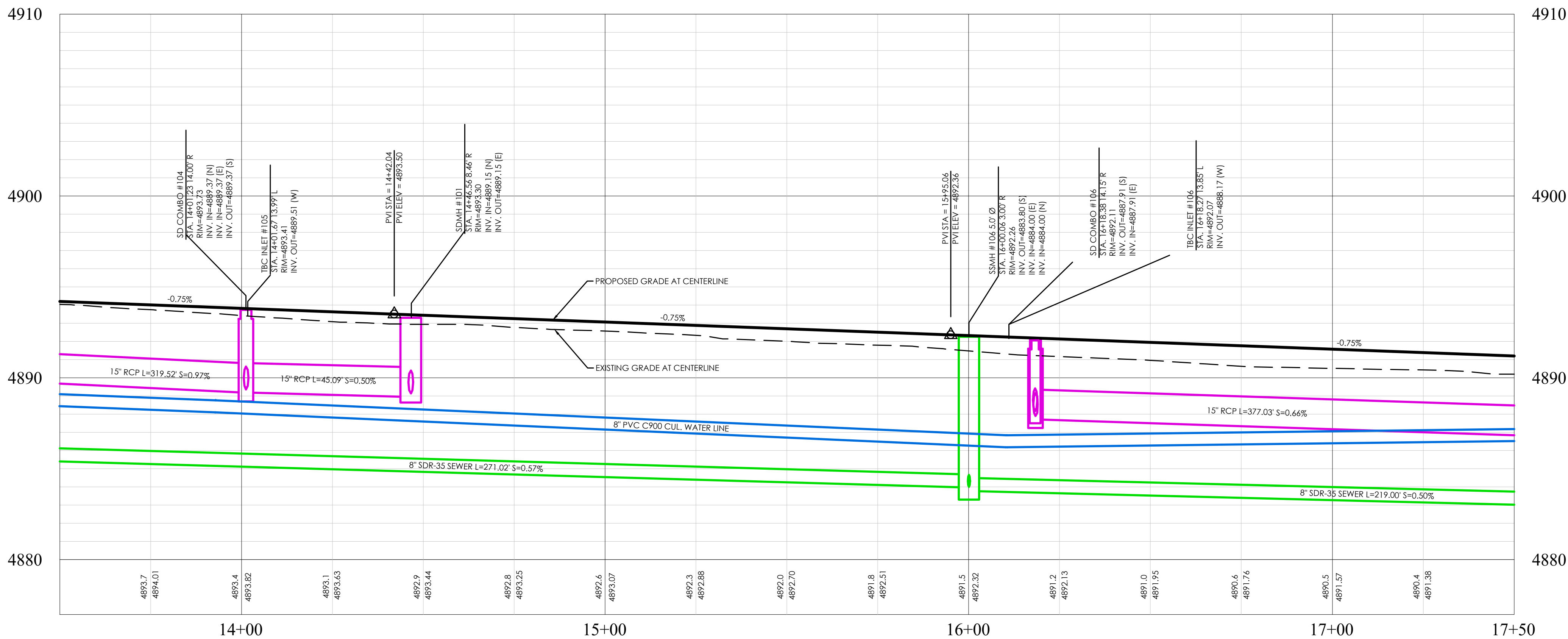


FAIRVIEW WAY PLAN

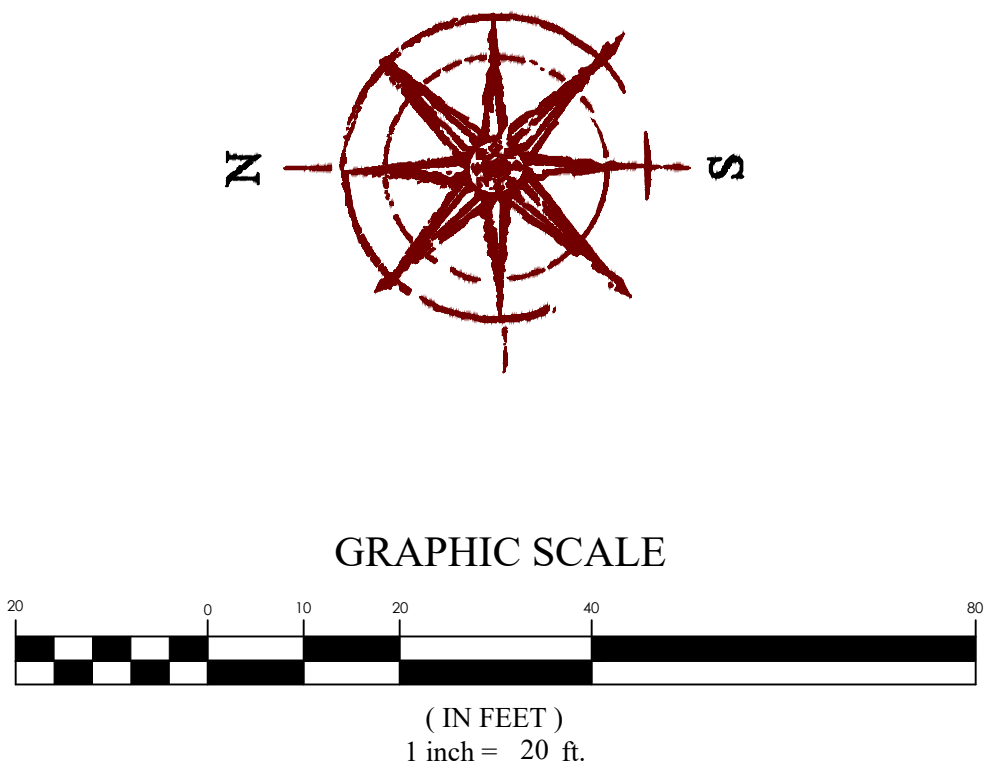
- LEGEND**
- BOUNDARY
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX SD XX" STORM DRAIN
 - XX SS XX" SANITARY SEWER
 - XX W XX" CULINARY WATER
 - XX SW XX" SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



KEY MAP
N.T.S.



FAIRVIEW WAY PROFILE



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
FAIRVIEW WAY

REVISION BLOCK	
#	DESCRIPTION
1	
2	
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4	
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6	

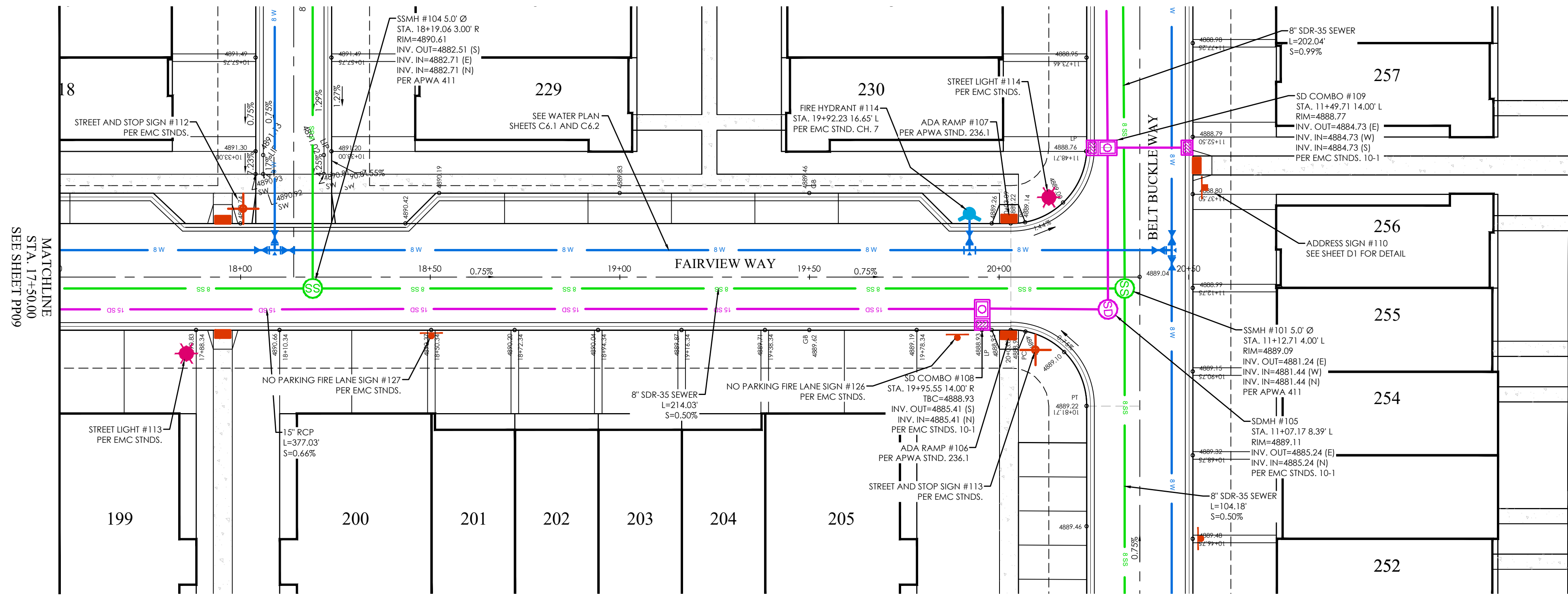
FAIRVIEW WAY

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Sheet: PP09

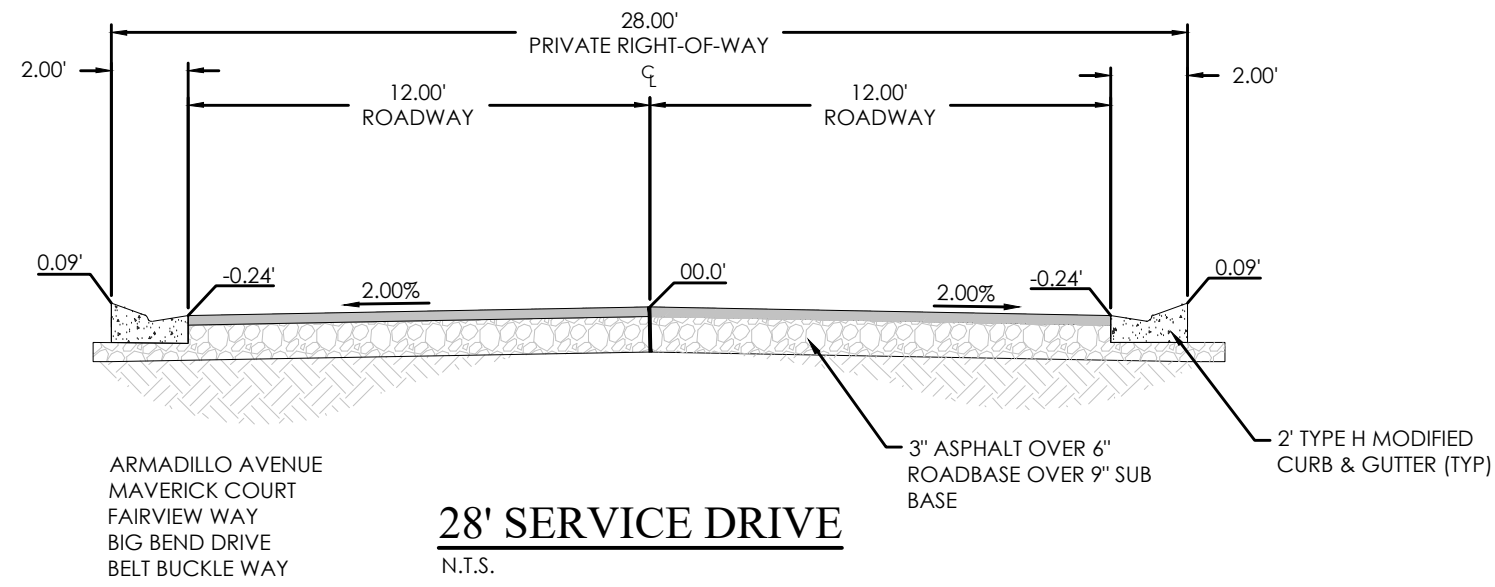
Drawn: MEC
Job #: 24-0230

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6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 552-0075
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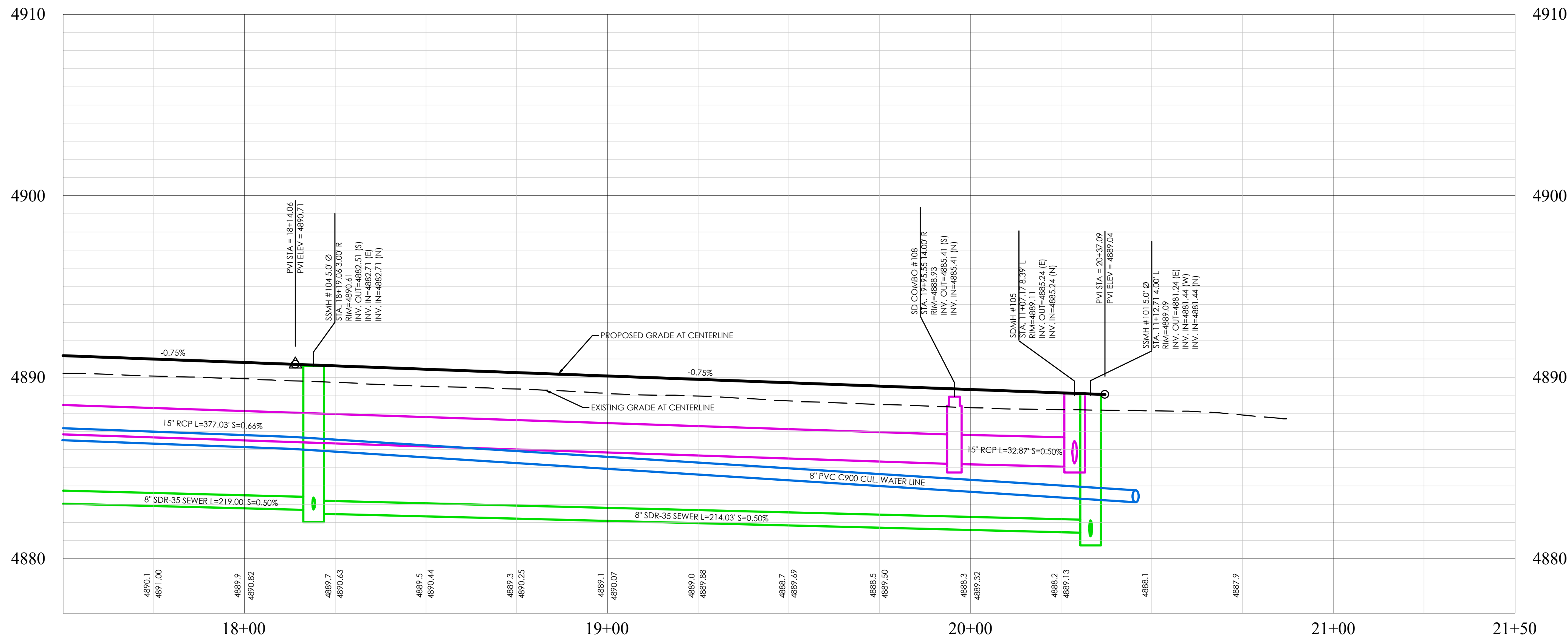




FAIRVIEW WAY PLAN

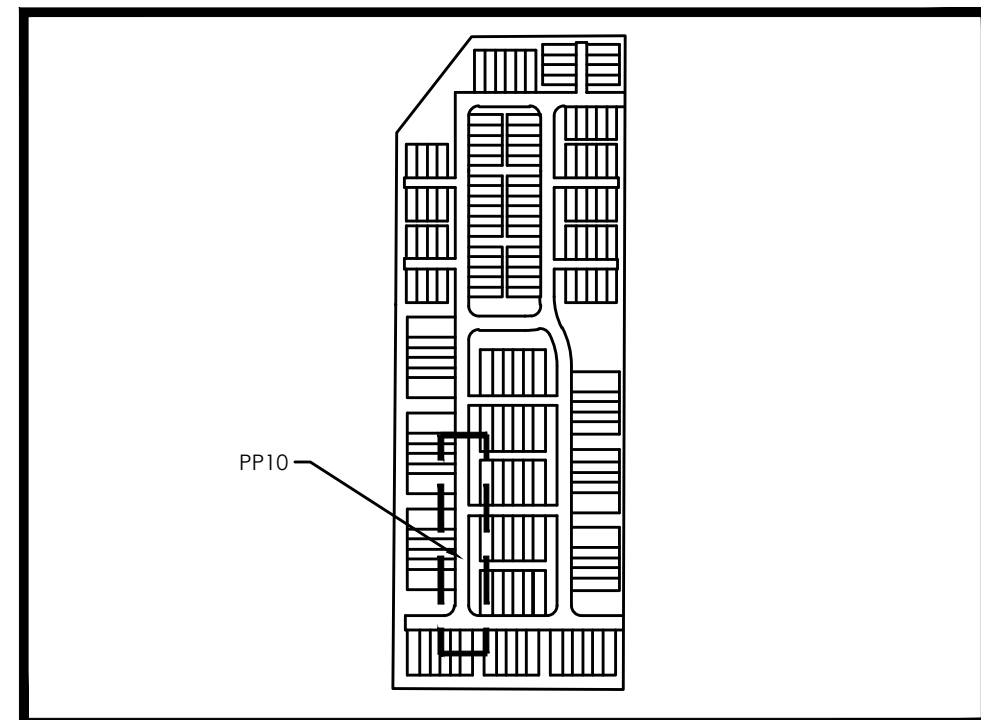


28' SERVICE DRIVE
N.T.S.



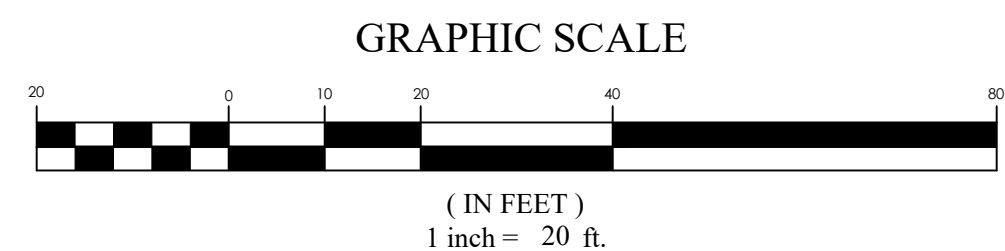
FAIRVIEW WAY PROFILE

- LEGEND**
- BOUNDARY
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX SD XX STORM DRAIN
 - XX SS XX SANITARY SEWER
 - XX SW XX CULINARY WATER
 - XXXX XX SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION



KEY MAP
N.T.S.

BENCHMARK
EAST 1st CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
FAIRVIEW WAY

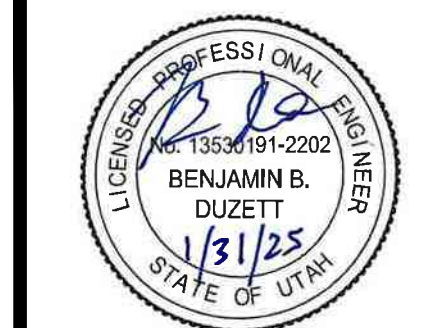
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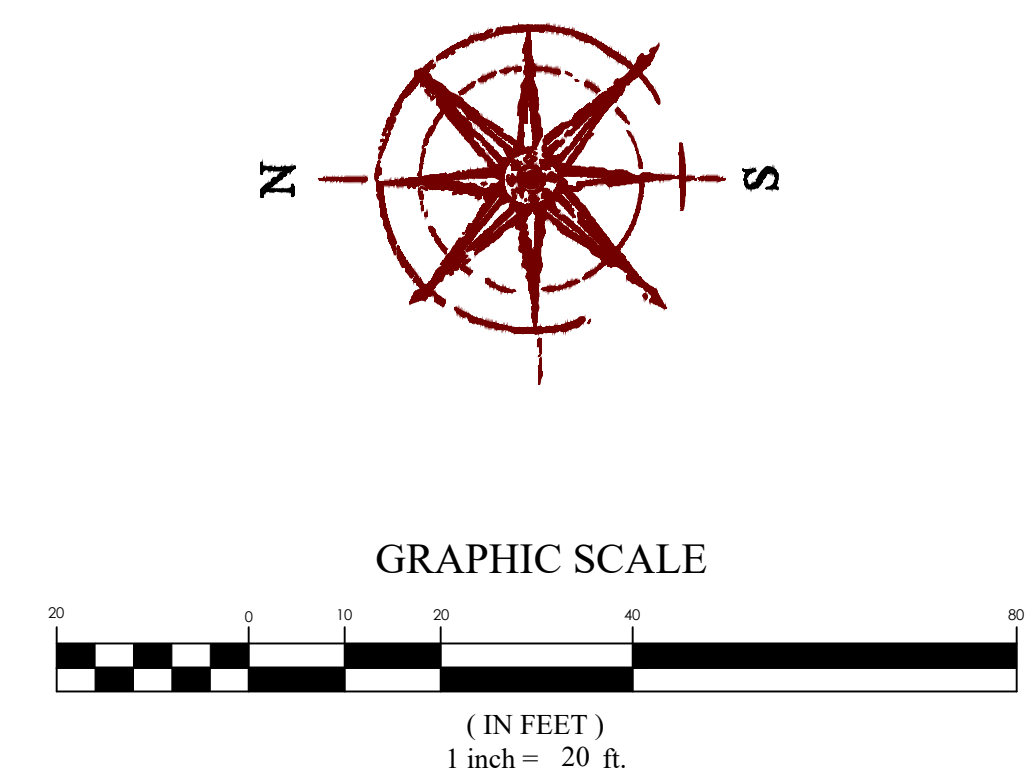
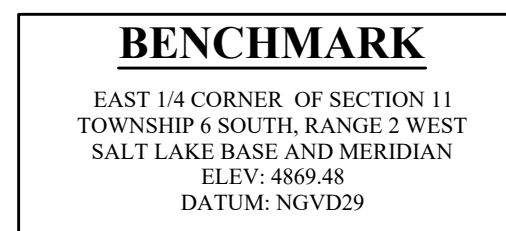
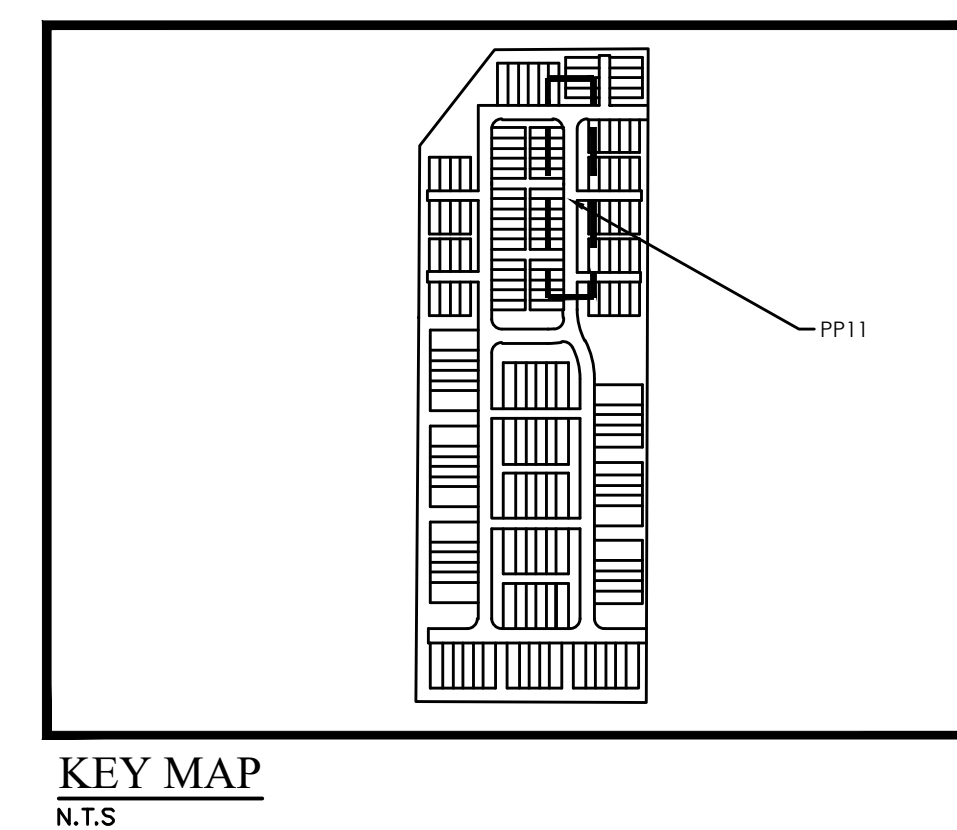
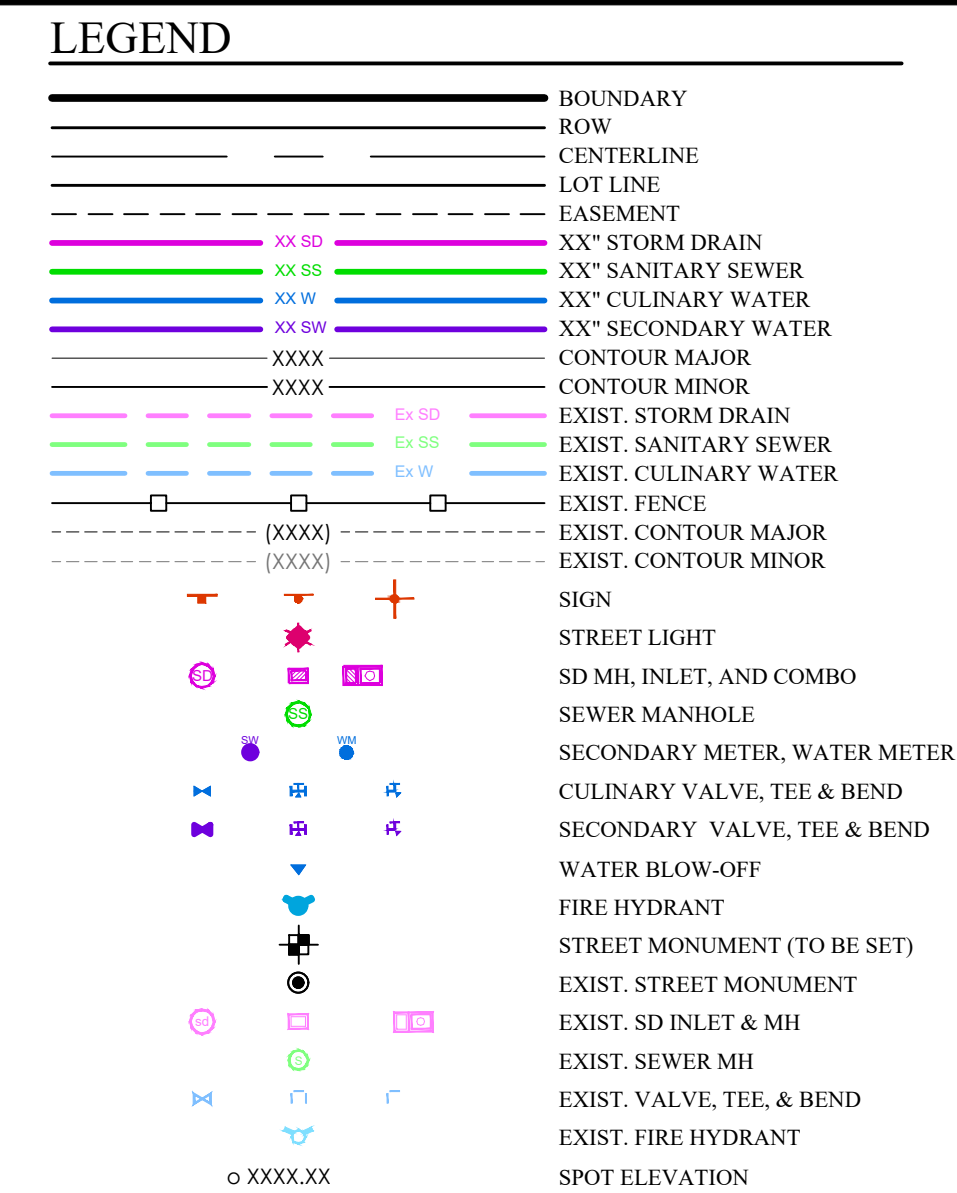
FAIRVIEW WAY

Scale: 1"=20'
Date: 01/30/25
Sheet: PP10

Drawn: MEC
Job #: 24-0230

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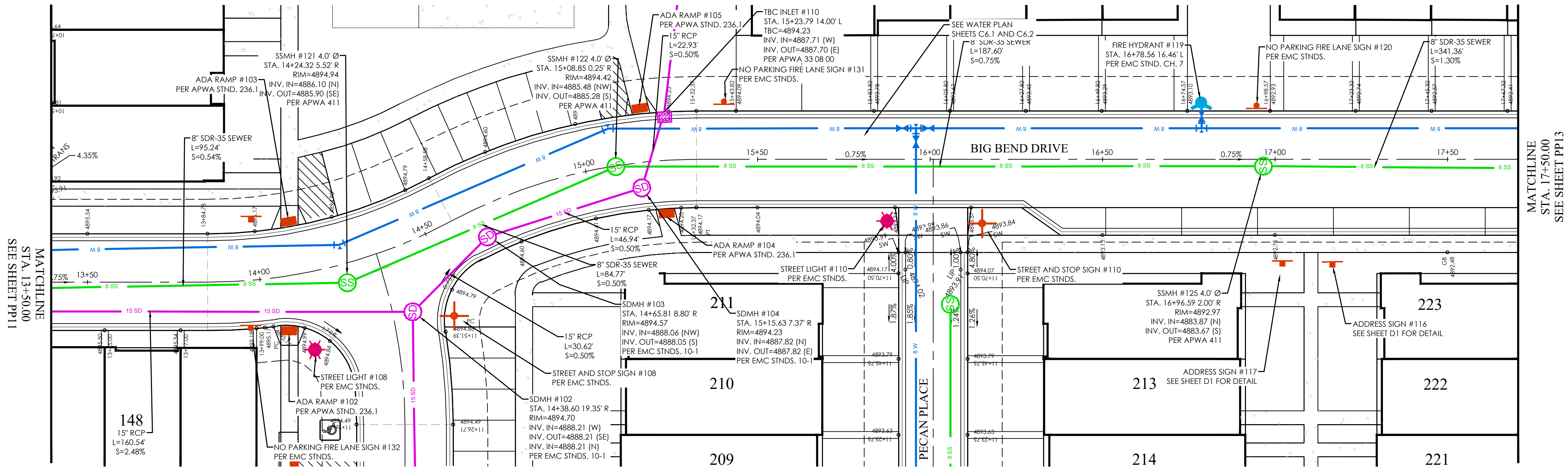


REVISION BLOCK		
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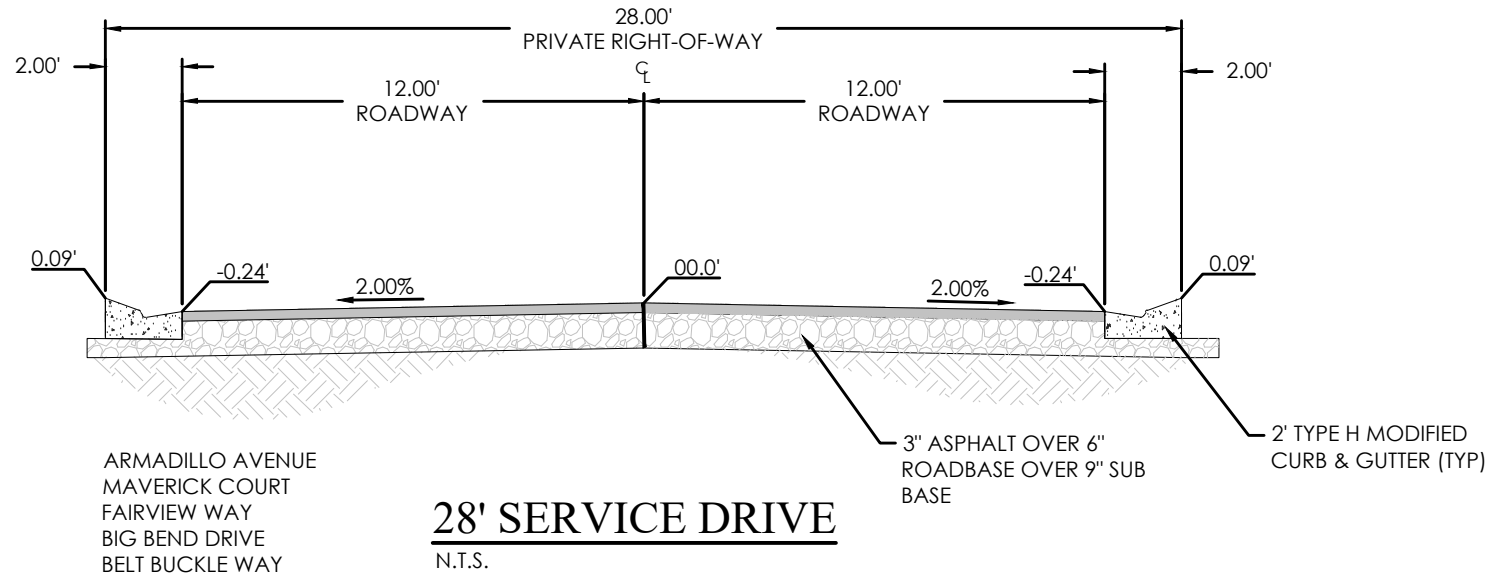
BIG BEND DRIVE

Scale: 1"=20'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
Sheet:	

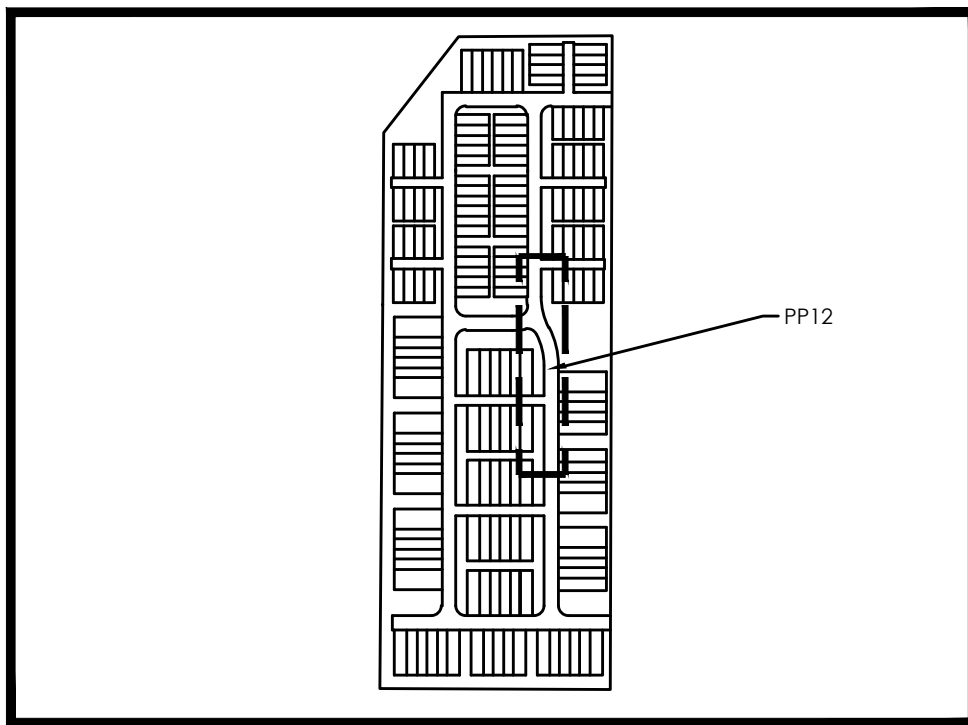
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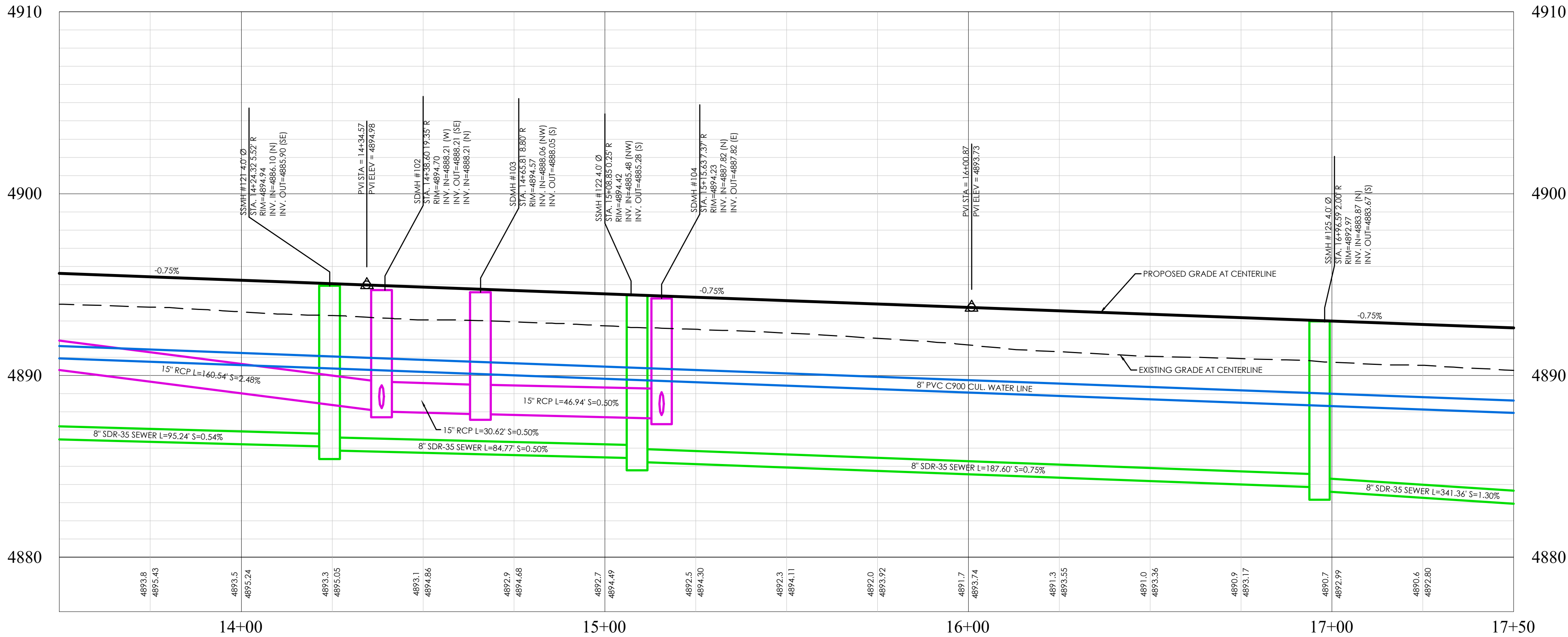
BIG BEND DRIVE PLAN



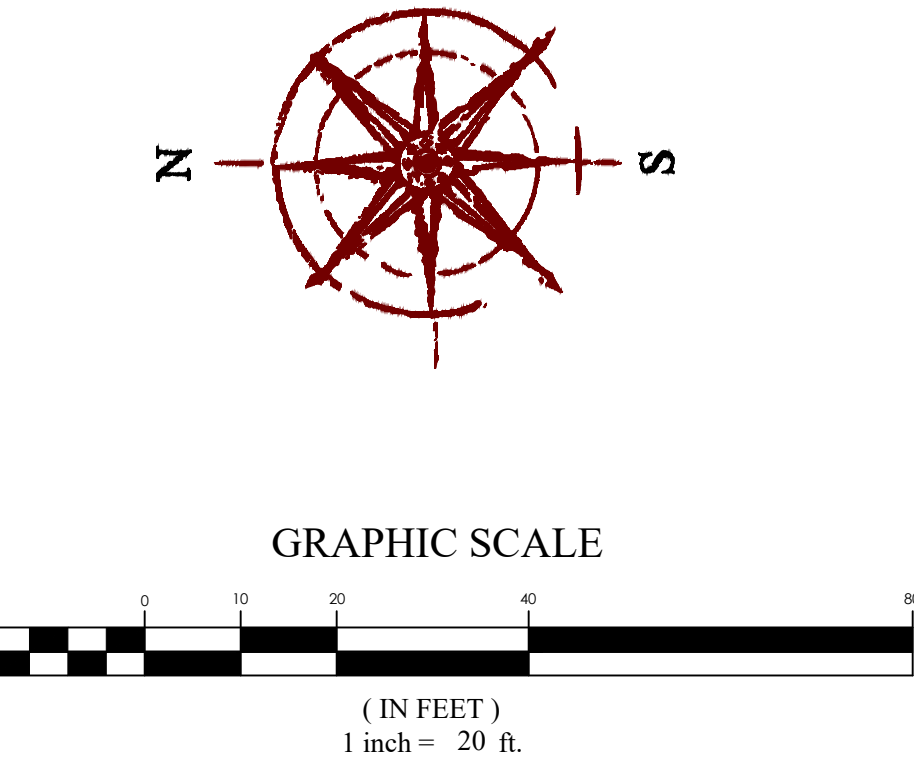
28' SERVICE DRIVE
N.T.S.



KEY MAP
N.T.S.



BIG BEND DRIVE PROFILE



BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29

- LEGEND**
- BOUNDARY
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX SD XX" STORM DRAIN
 - XX SS XX" SANITARY SEWER
 - XX W XX" CULINARY WATER
 - XX SW XX" SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION

PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
BIG BEND DRIVE

REVISION BLOCK	DATE	DESCRIPTION
1	01/30/25	ISSUED FOR PERMIT
2	01/30/25	REVISED FOR COMMENTS
3	01/30/25	REVISED FOR COMMENTS
4	01/30/25	REVISED FOR COMMENTS
5	01/30/25	REVISED FOR COMMENTS
6	01/30/25	REVISED FOR COMMENTS

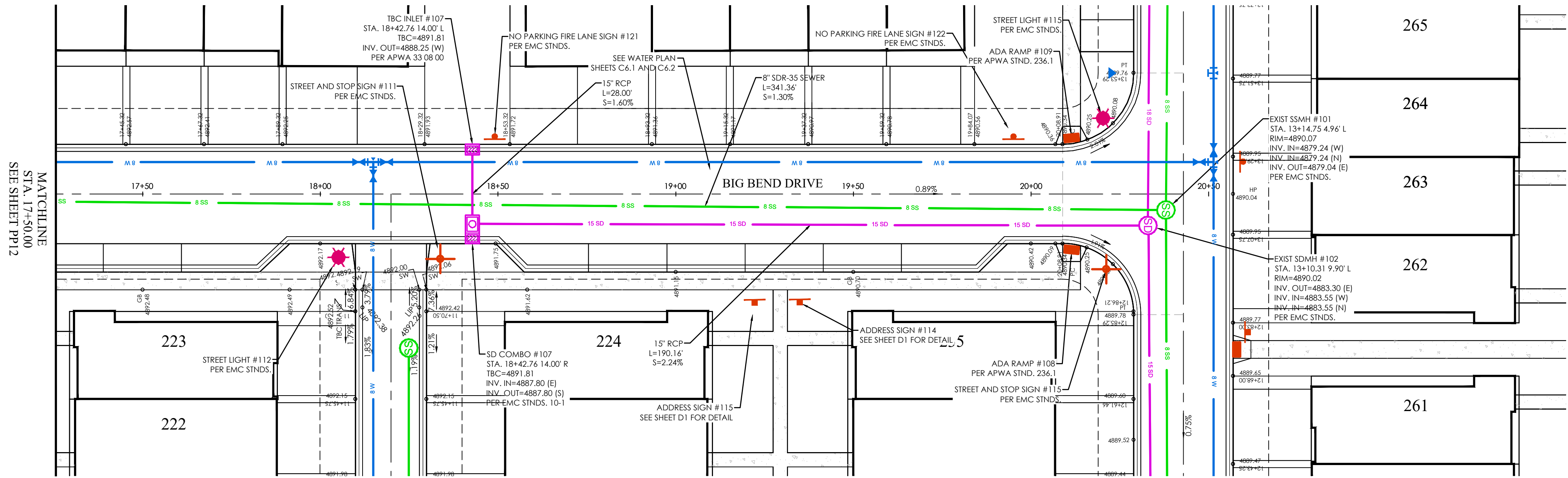
BIG BEND DRIVE

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Date: 01/30/25
Sheet: PP12

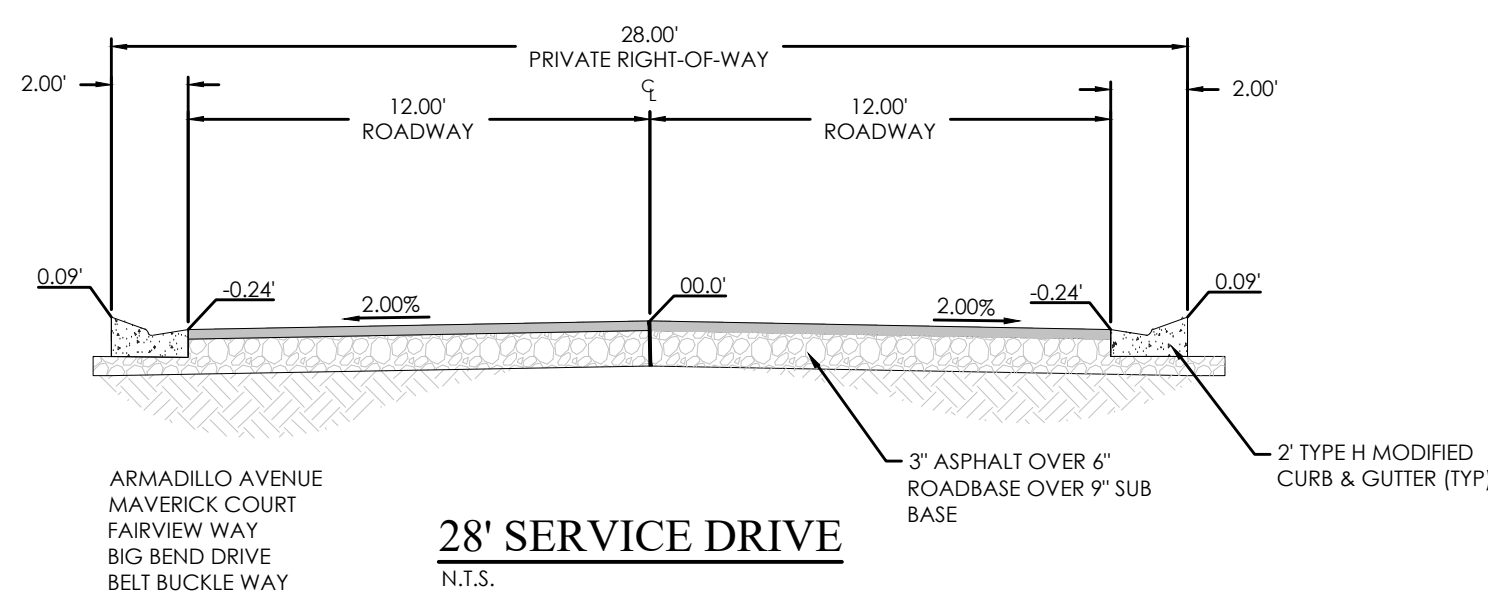
Drawn: MEC
Job #: 24-0230

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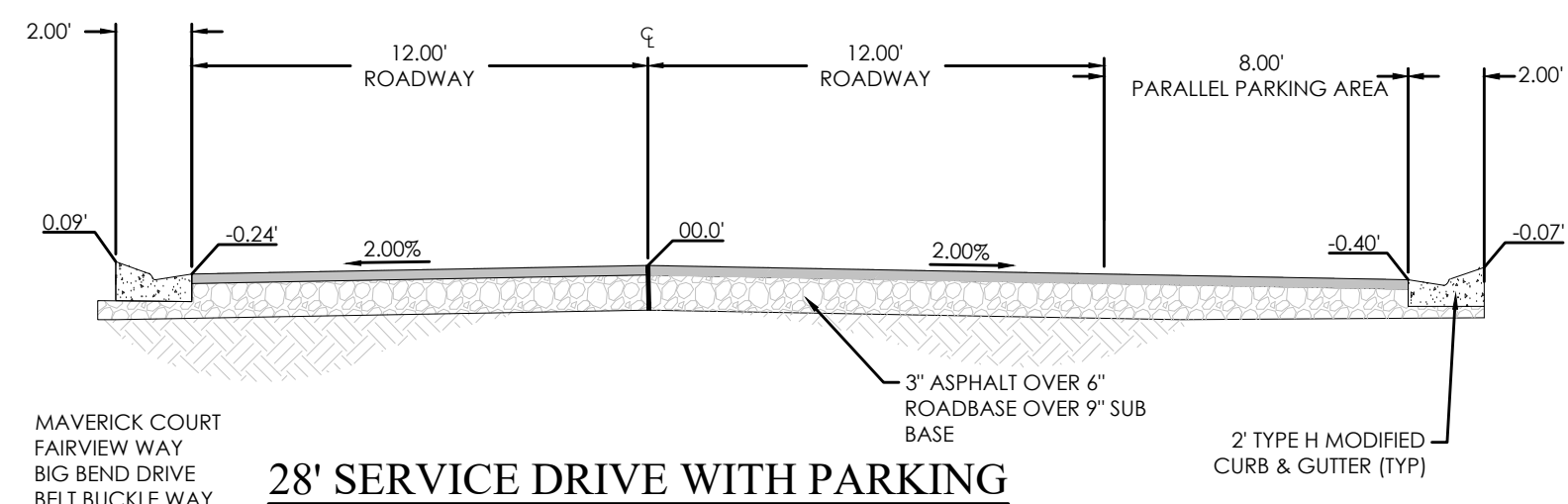




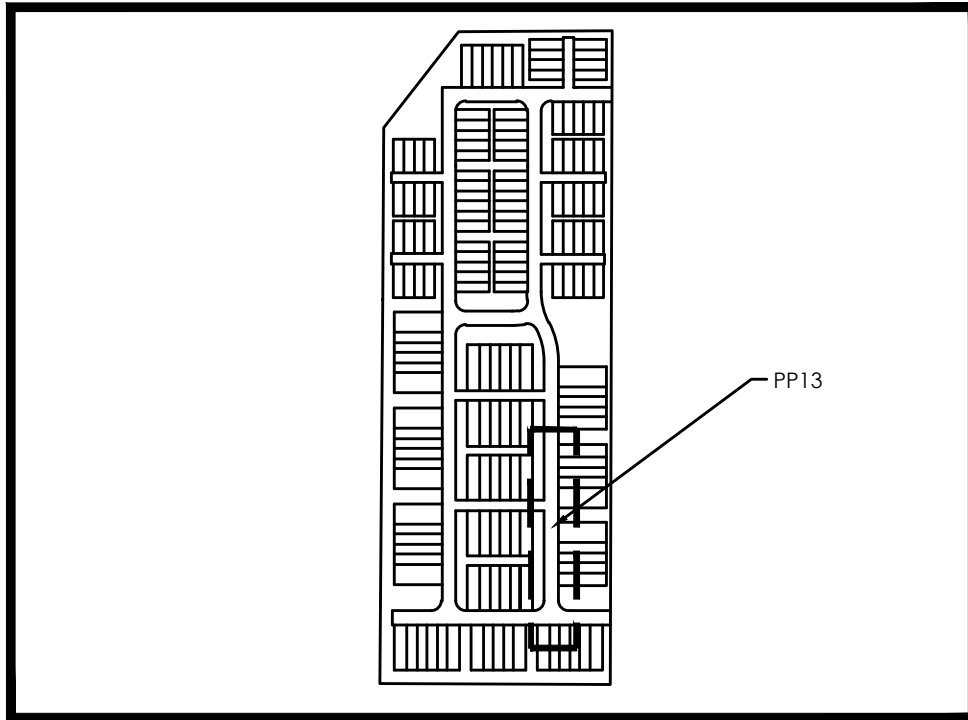
BIG BEND DRIVE PLAN



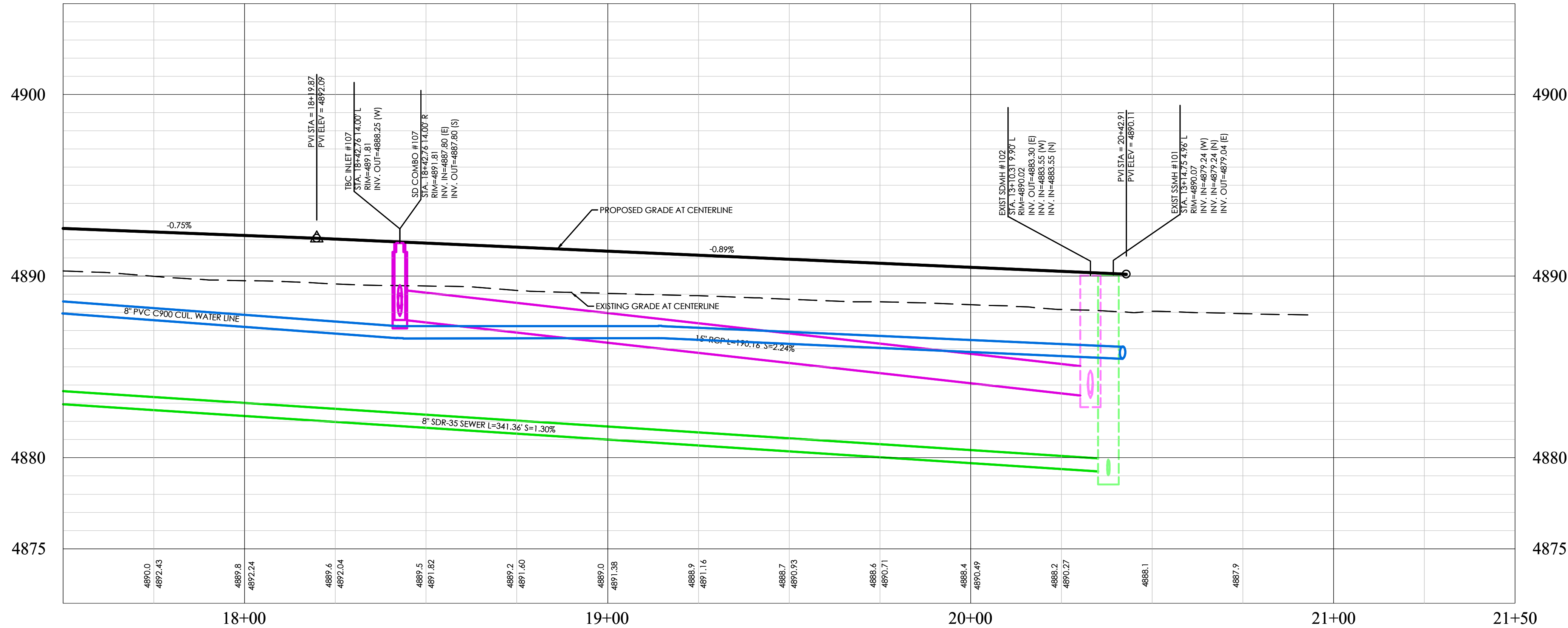
28' SERVICE DRIVE
N.T.S.



28' SERVICE DRIVE WITH PARKING
N.T.S.



KEY MAP
N.T.S.

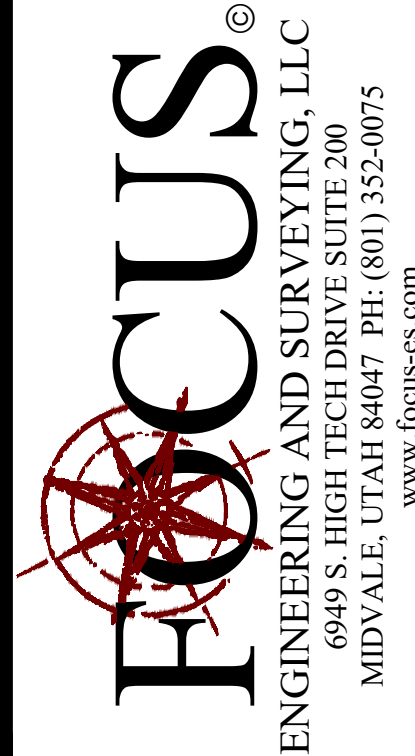
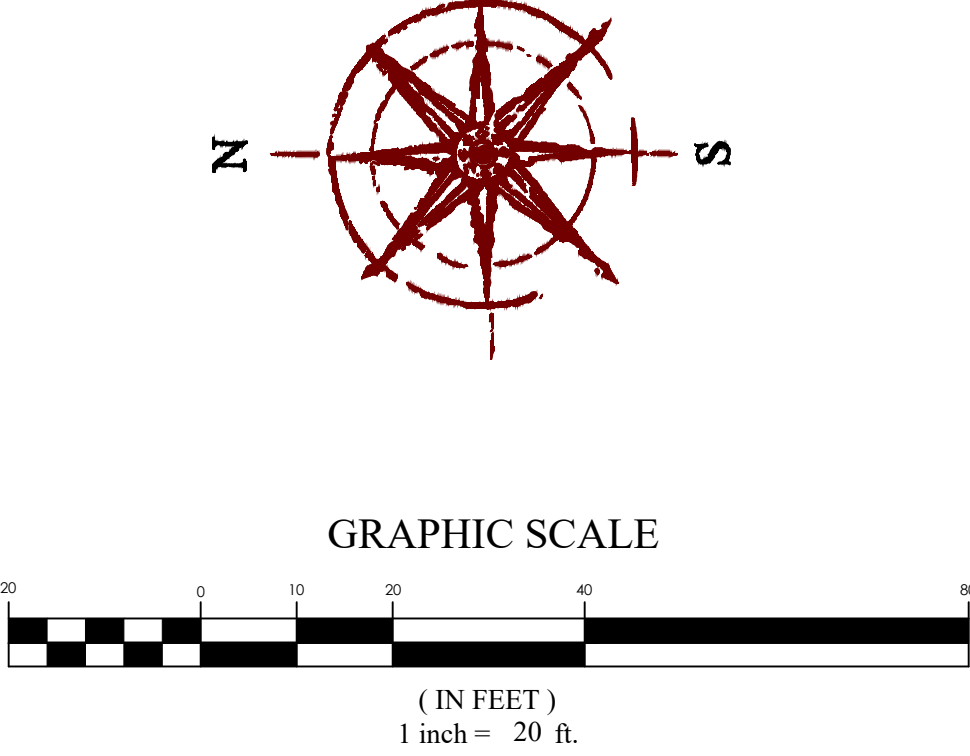


BIG BEND DRIVE PROFILE

LEGEND

BOUNDARY	XX SD	XX" STORM DRAIN
CENTERLINE	XX SS	XX" SANITARY SEWER
LOT LINE	XX W	XX" CULINARY WATER
EASEMENT	XX SW	XX" SECONDARY WATER
CONTOUR MAJOR	XXXX	CONTOUR MAJOR
CONTOUR MINOR	XXXX	CONTOUR MINOR
EXIST. STORM DRAIN	XXXX	EXIST. STORM DRAIN
EXIST. SANITARY SEWER	XXXX	EXIST. SANITARY SEWER
EXIST. CULINARY WATER	XXXX	EXIST. CULINARY WATER
EXIST. FENCE	XXXX	EXIST. FENCE
EXIST. CONTOUR MAJOR	XXXX	EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR	XXXX	EXIST. CONTOUR MINOR
SIGN		SIGN
STREET LIGHT		STREET LIGHT
SD MH, INLET, AND COMBO		SD MH, INLET, AND COMBO
SEWER MANHOLE		SEWER MANHOLE
SECONDARY METER, WATER METER		SECONDARY METER, WATER METER
CULINARY VALVE, TEE & BEND		CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND		SECONDARY VALVE, TEE & BEND
WATER BLOW-OFF		WATER BLOW-OFF
FIRE HYDRANT		FIRE HYDRANT
STREET MONUMENT (TO BE SET)		STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT		EXIST. STREET MONUMENT
EXIST. SD INLET & MH		EXIST. SD INLET & MH
EXIST. SEWER MH		EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND		EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT		EXIST. FIRE HYDRANT
SPOT ELEVATION		SPOT ELEVATION

BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



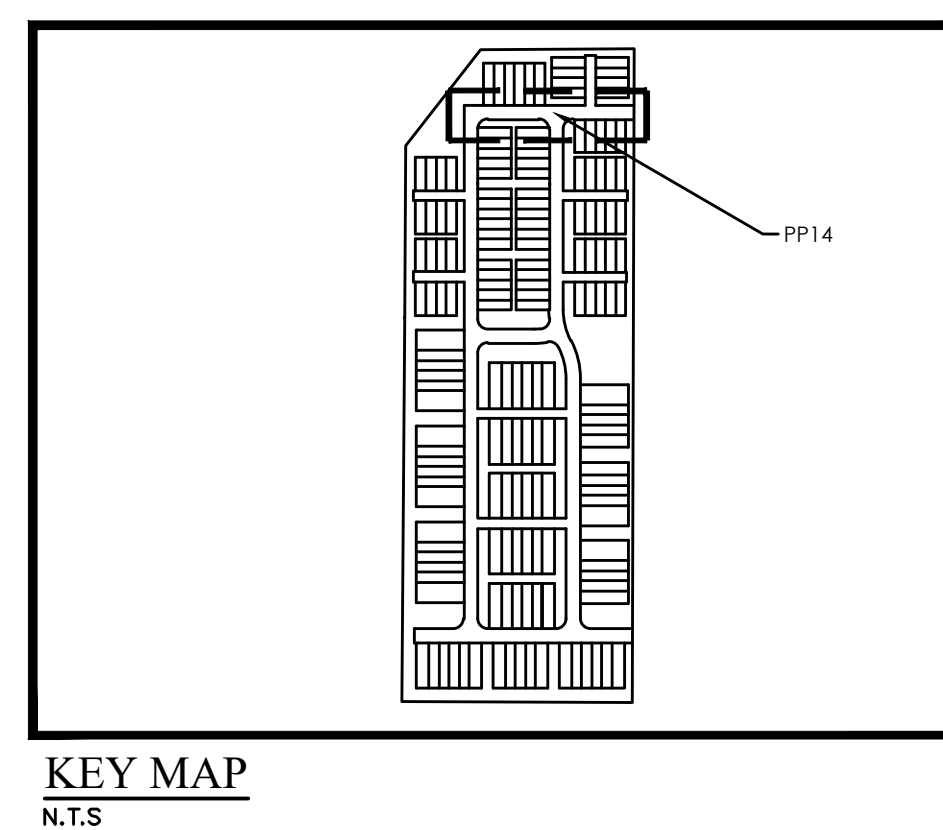
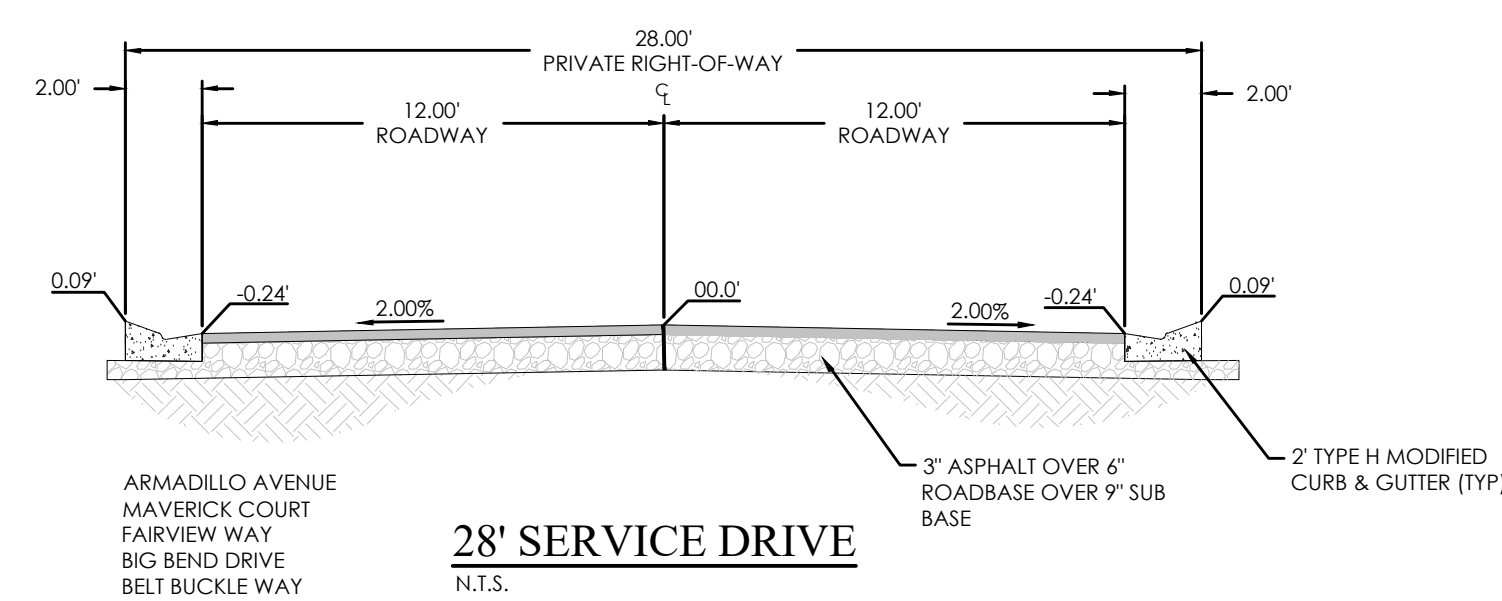
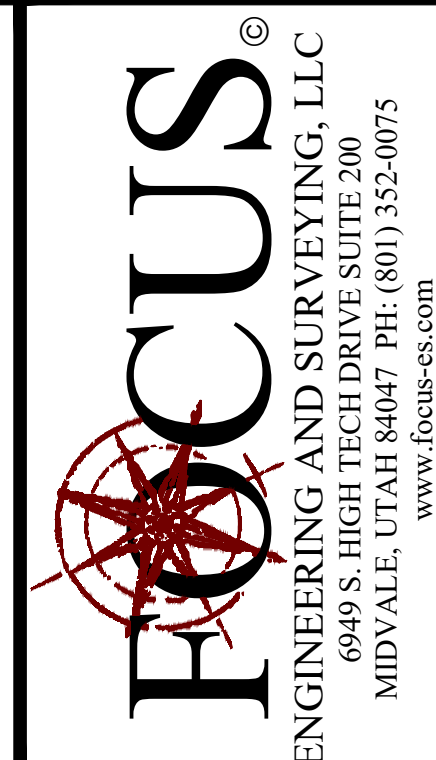
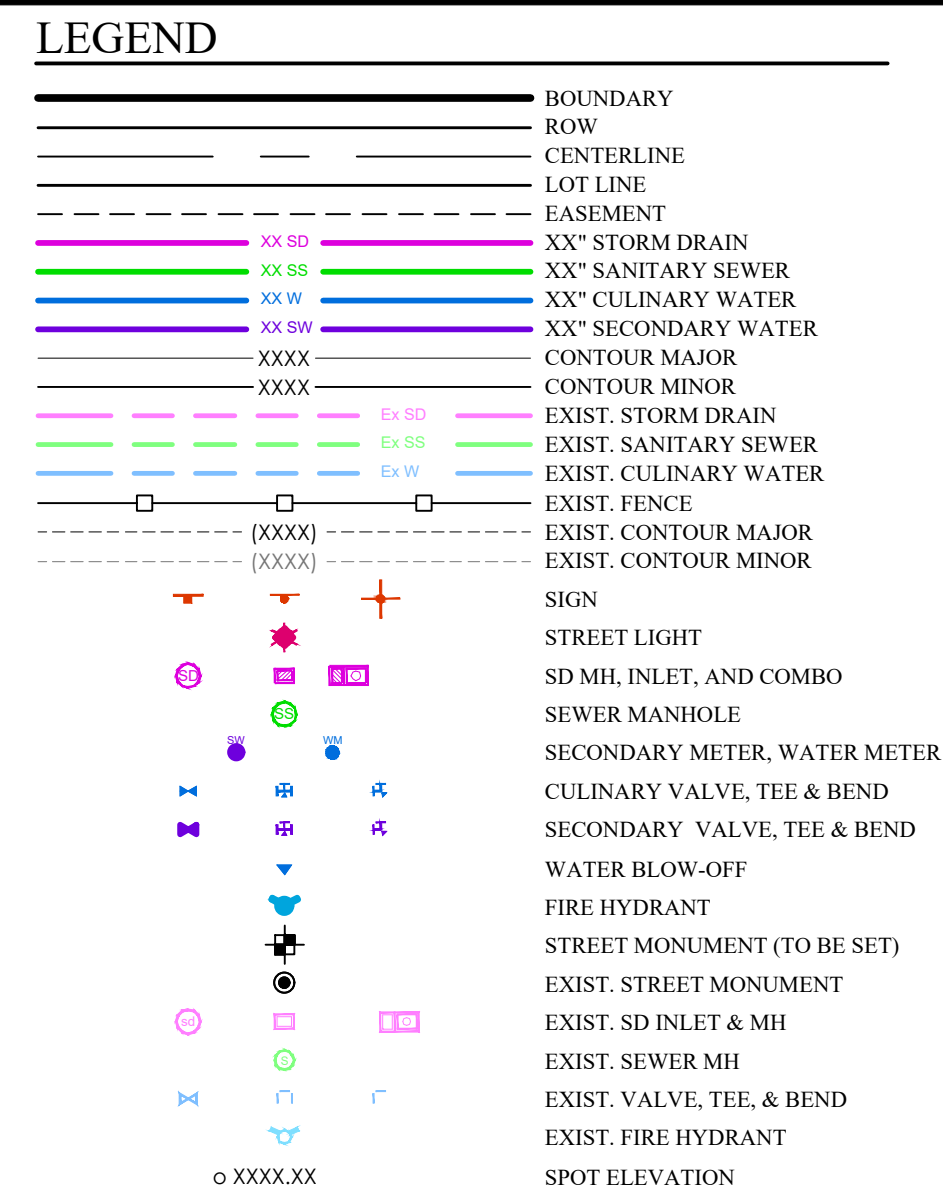
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
BIG BEND DRIVE

REVISION BLOCK	DATE	DESCRIPTION
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4		
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6		

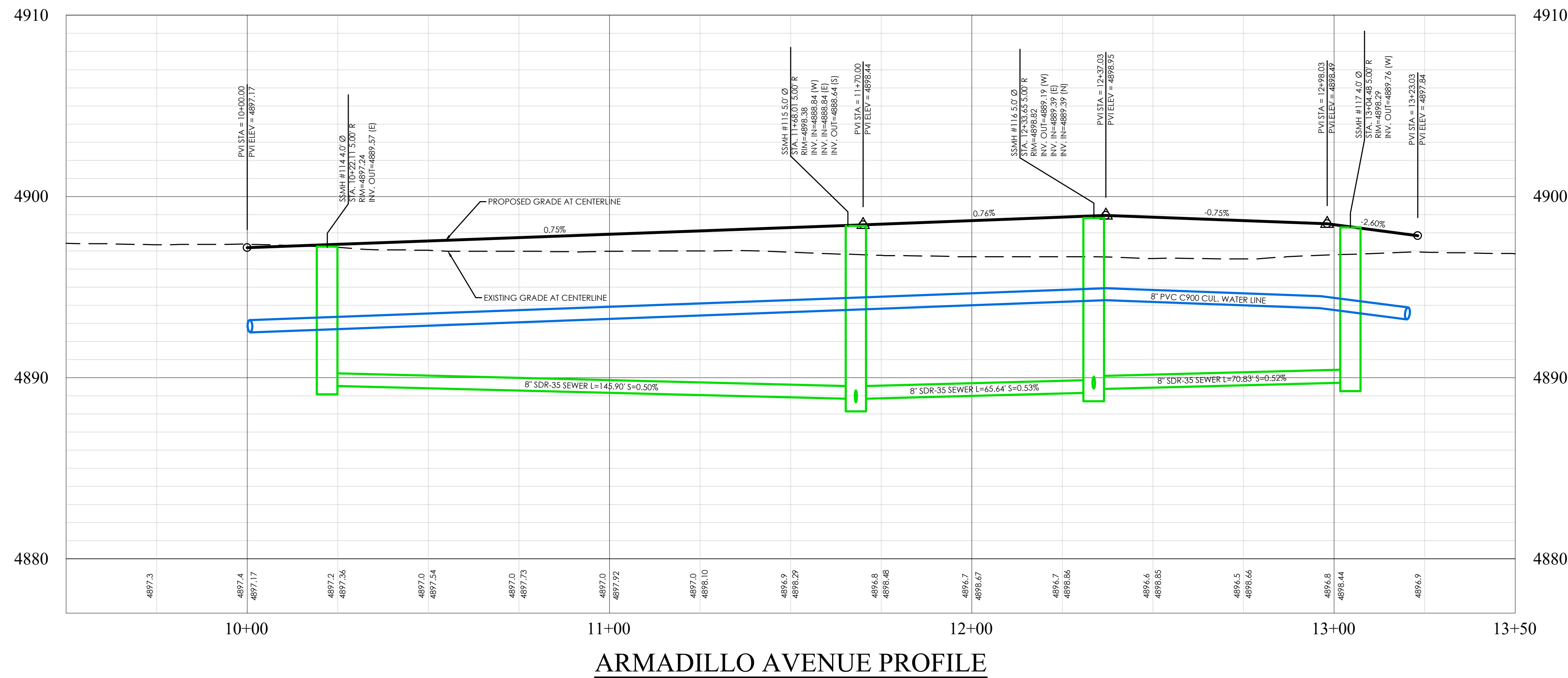
BIG BEND DRIVE

Scale: 1"=20'
Date: 01/30/25
Sheet: PP13

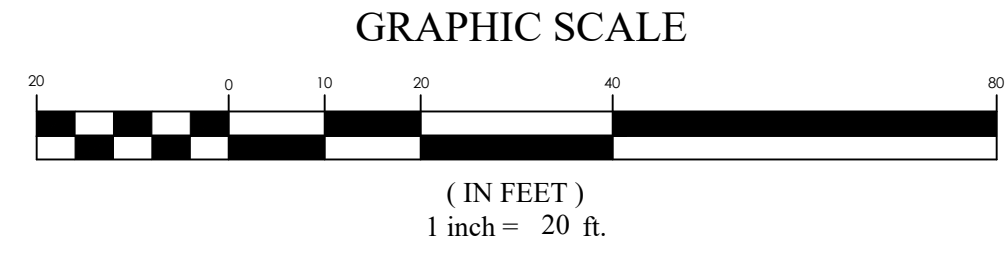
Drawn: MEC
Job #: 24-0230



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
ARMADILLO AVENUE



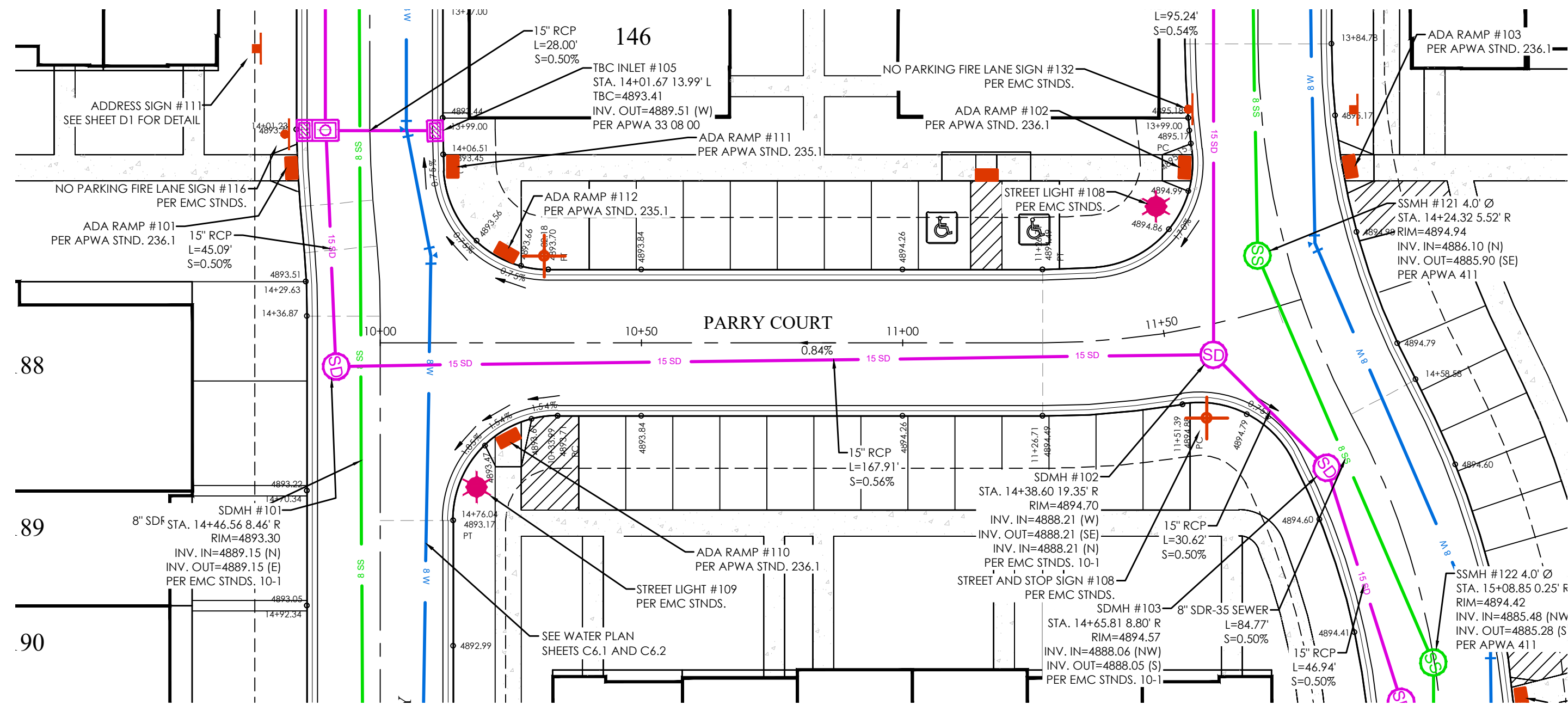
BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



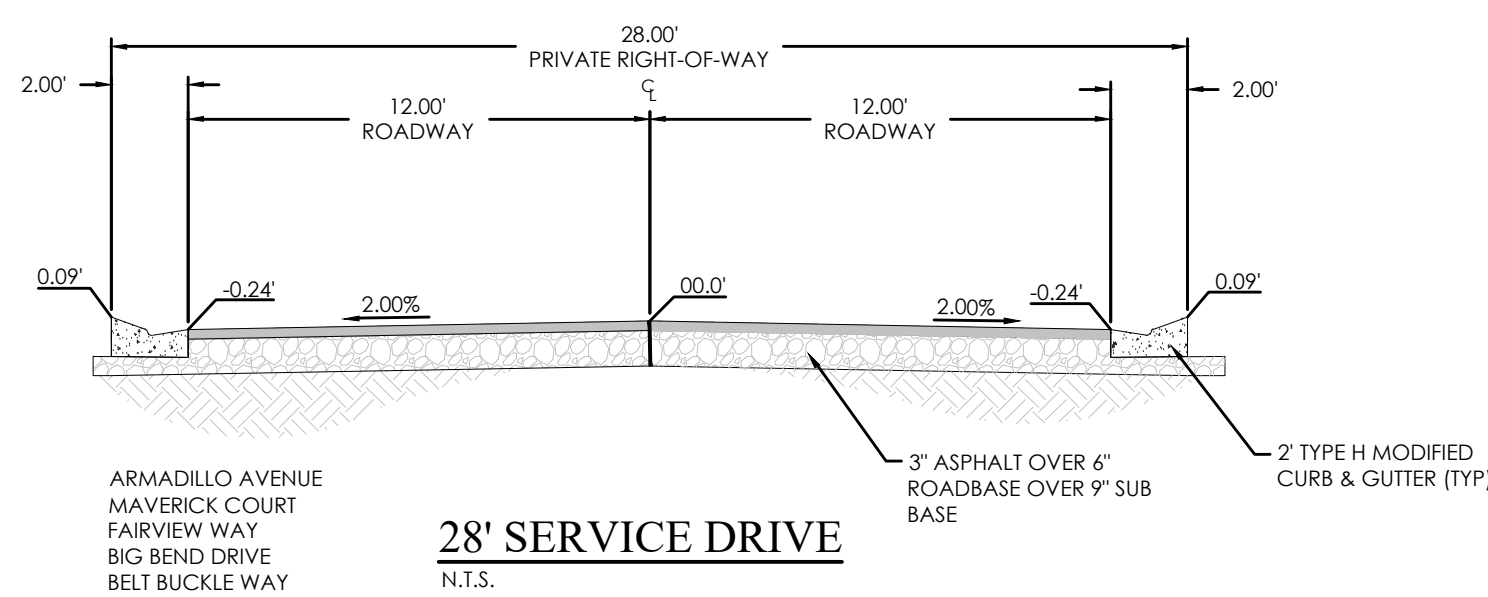
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3		04-04-2014
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ARMADILLO
AVENUE

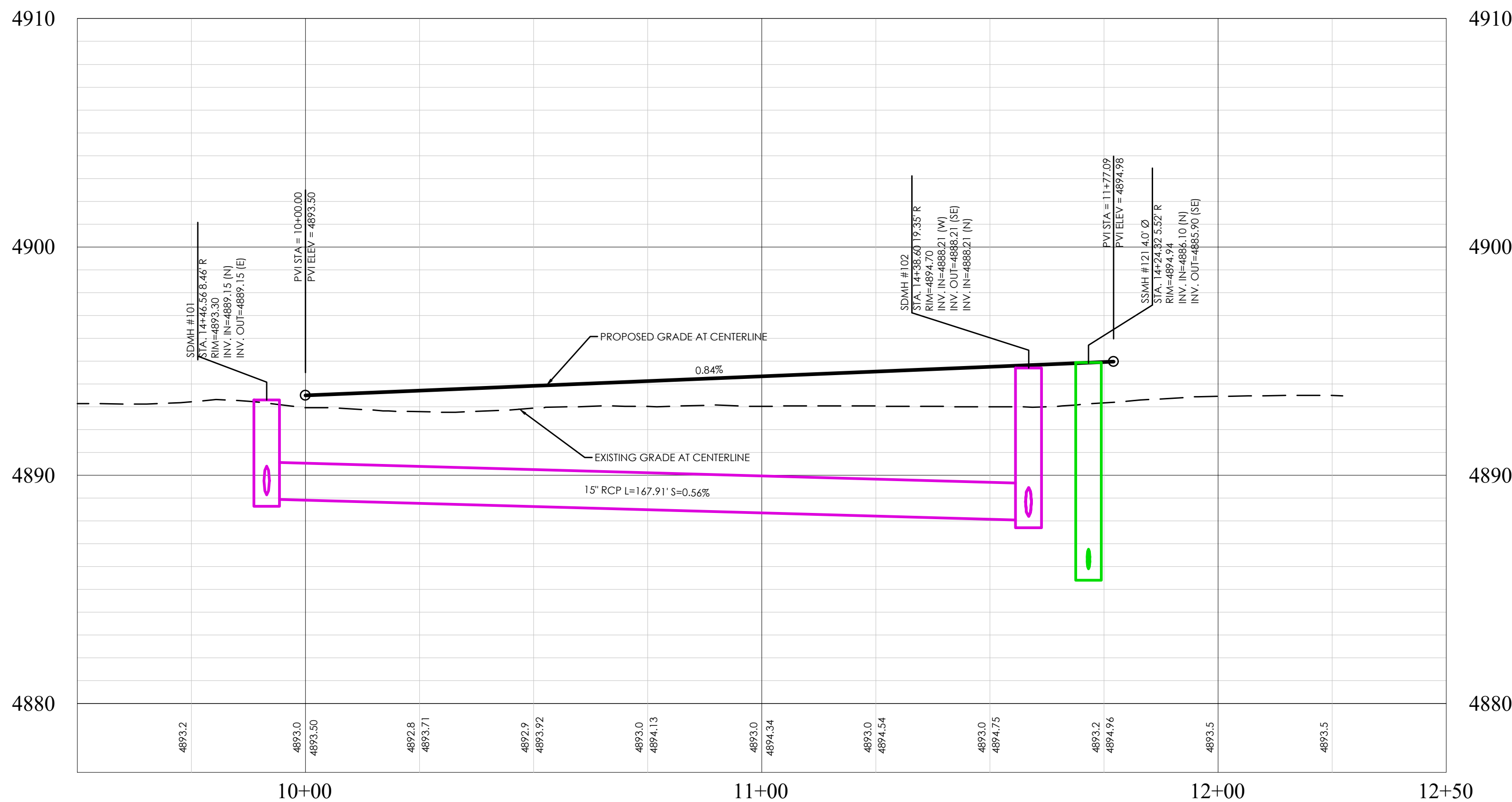
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Date: 01/30/25	Job #: 24-0230
Sheet:	
PP14	



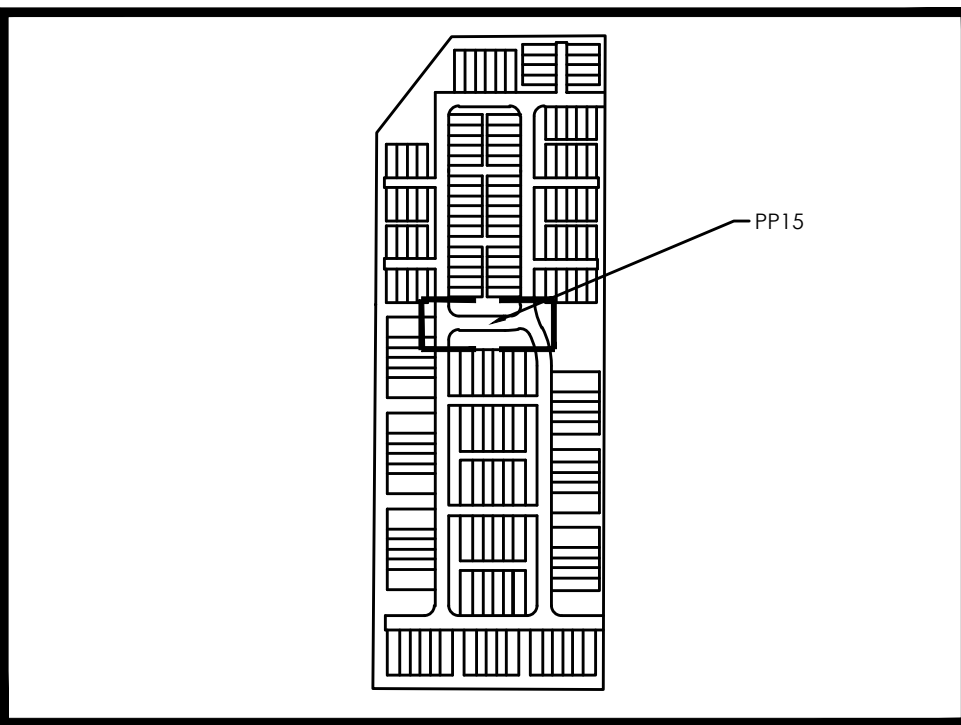
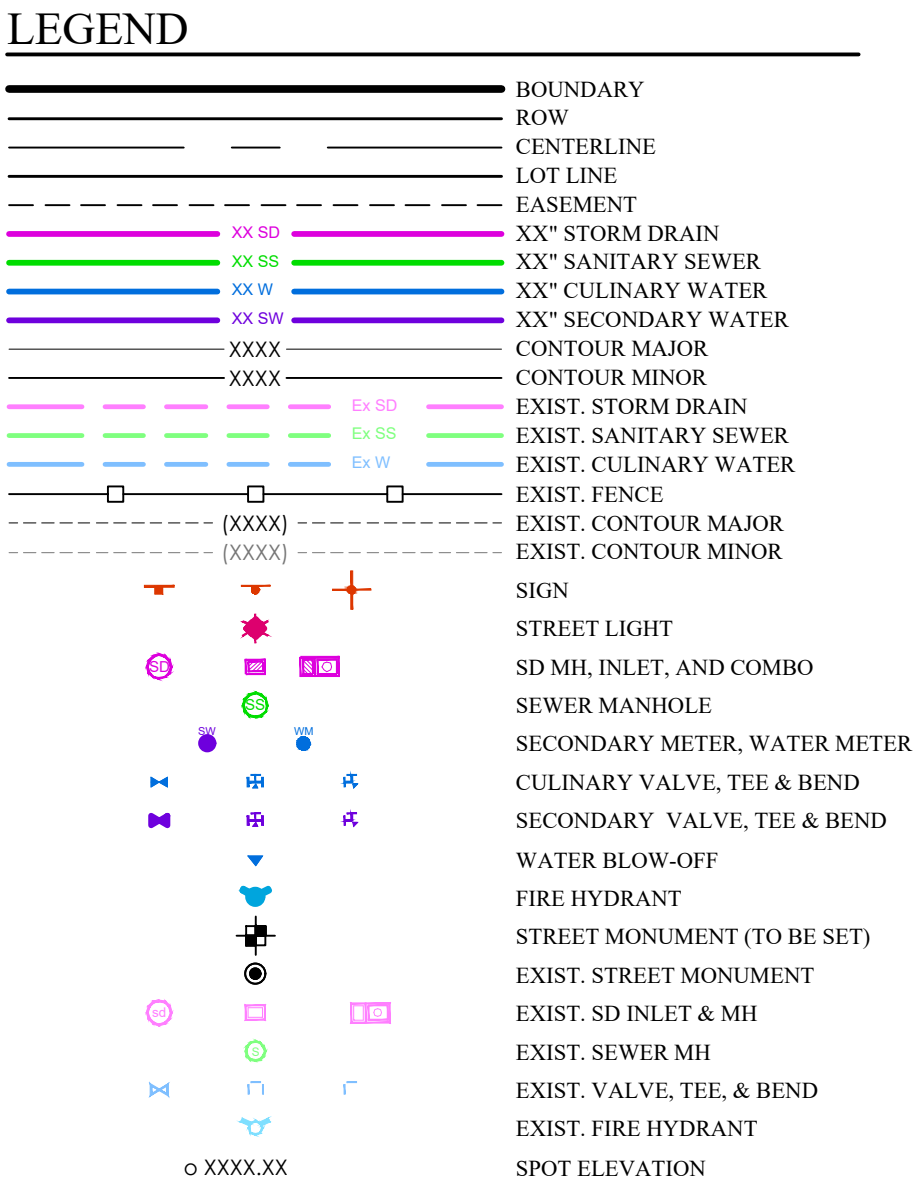
MAVERICK COURT PLAN



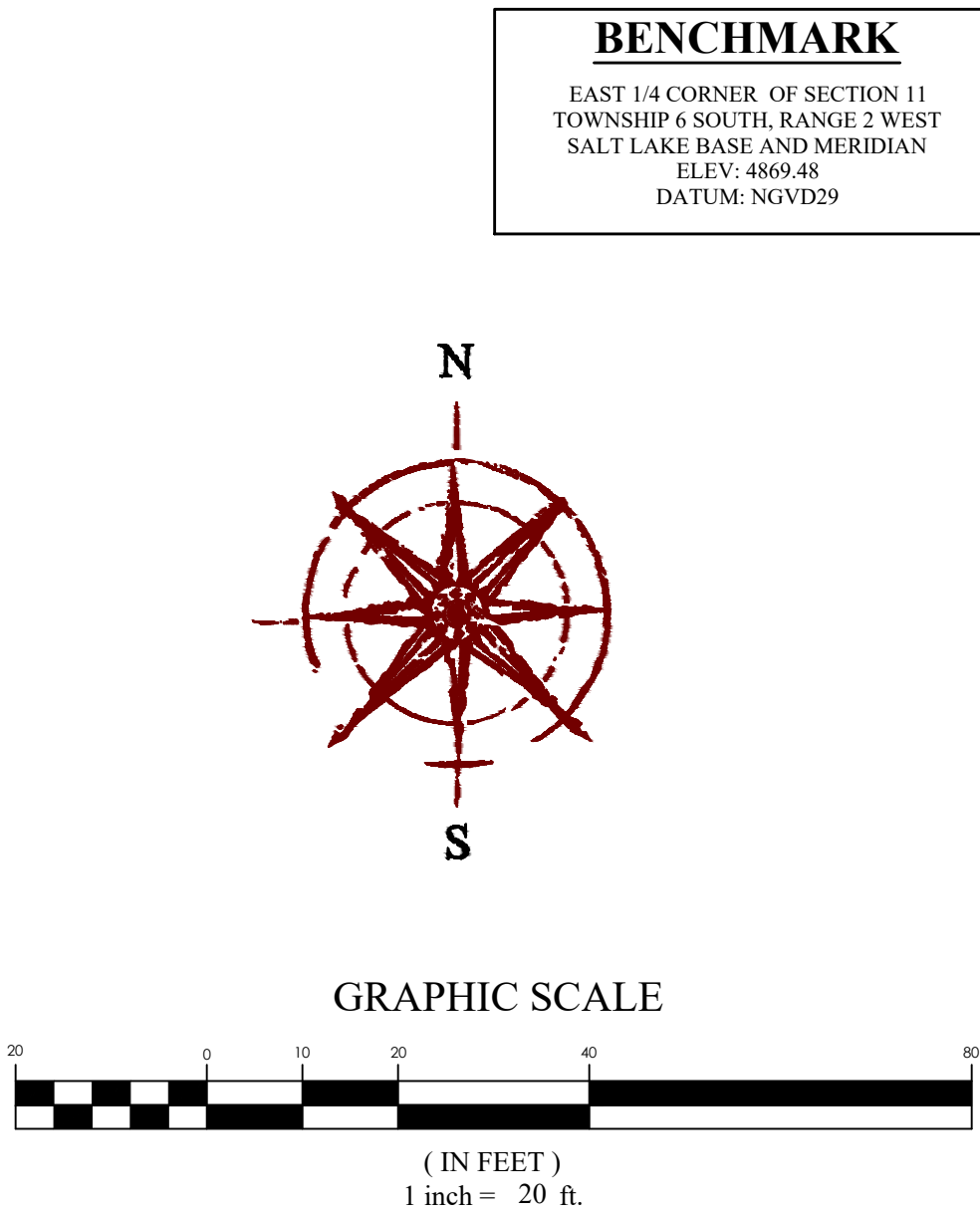
28' SERVICE DRIVE
N.T.S.



PARRY COURT PROFILE



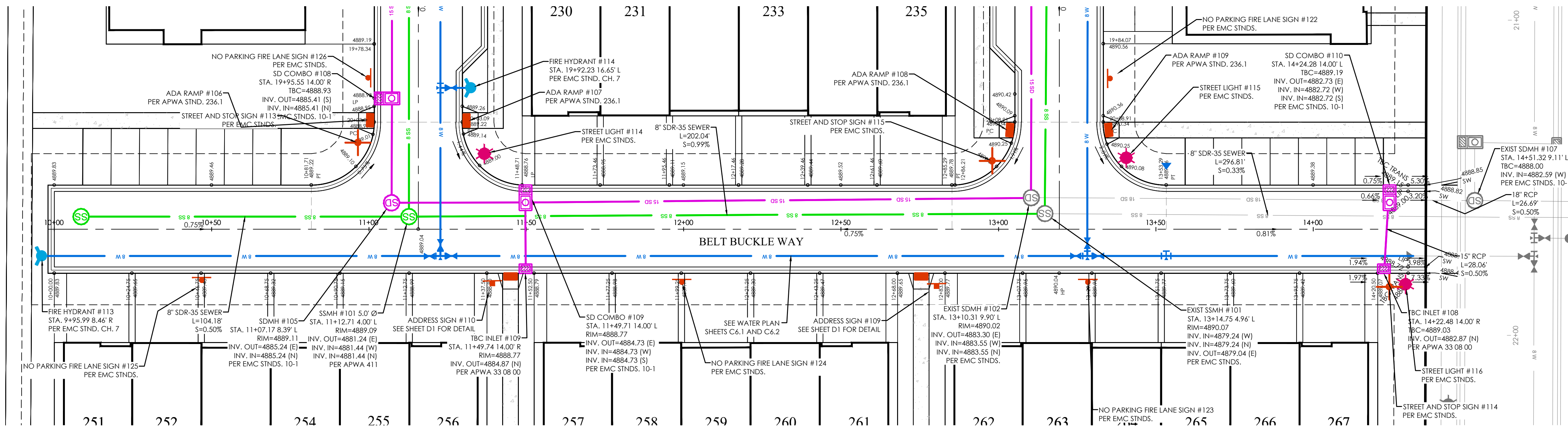
KEY MAP
N.T.S.



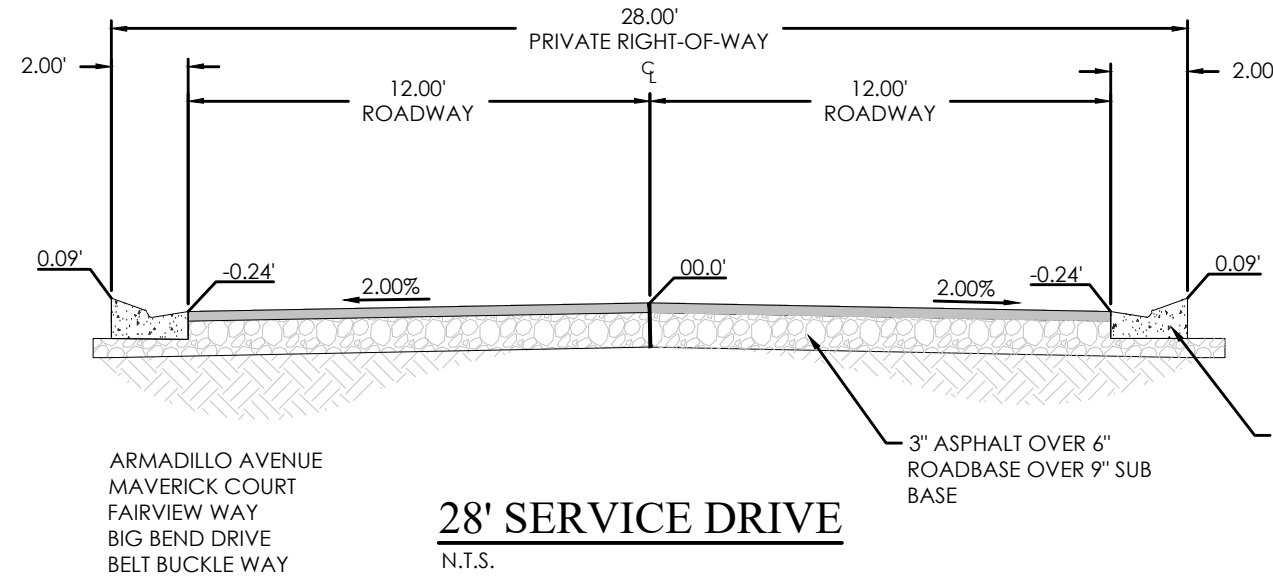
BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29

PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
MAVERICK COURT

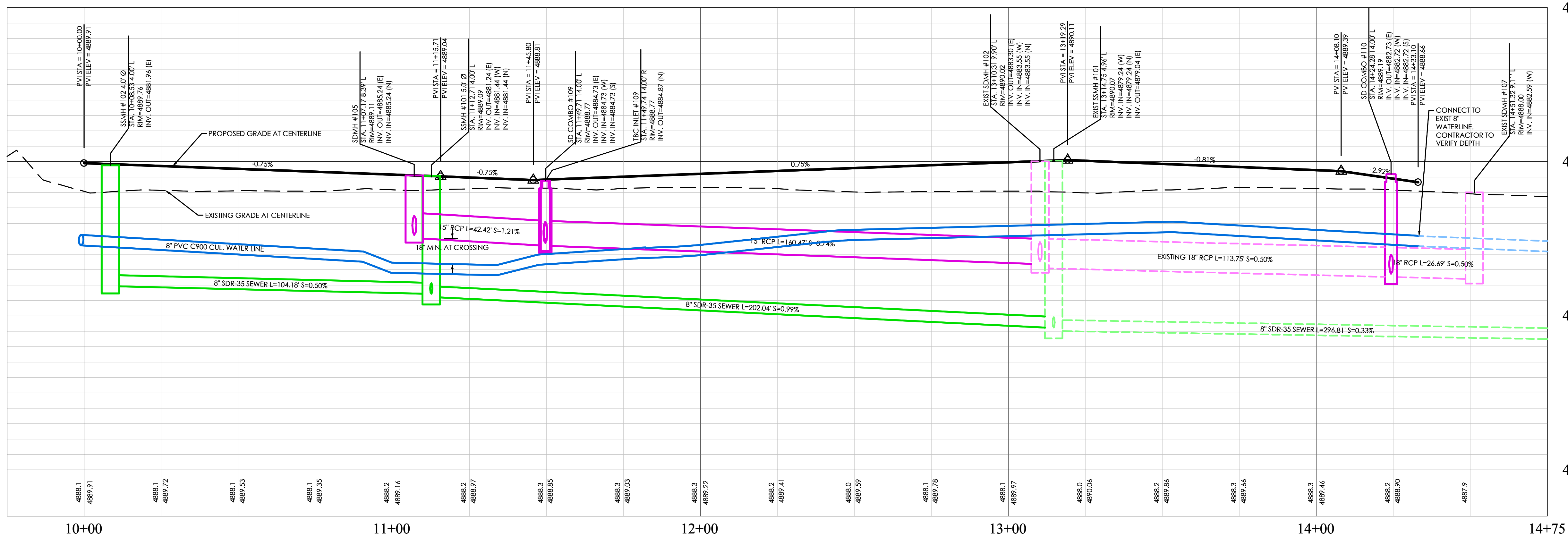
REVISION BLOCK	
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BELT BUCKLE WAY PLAN

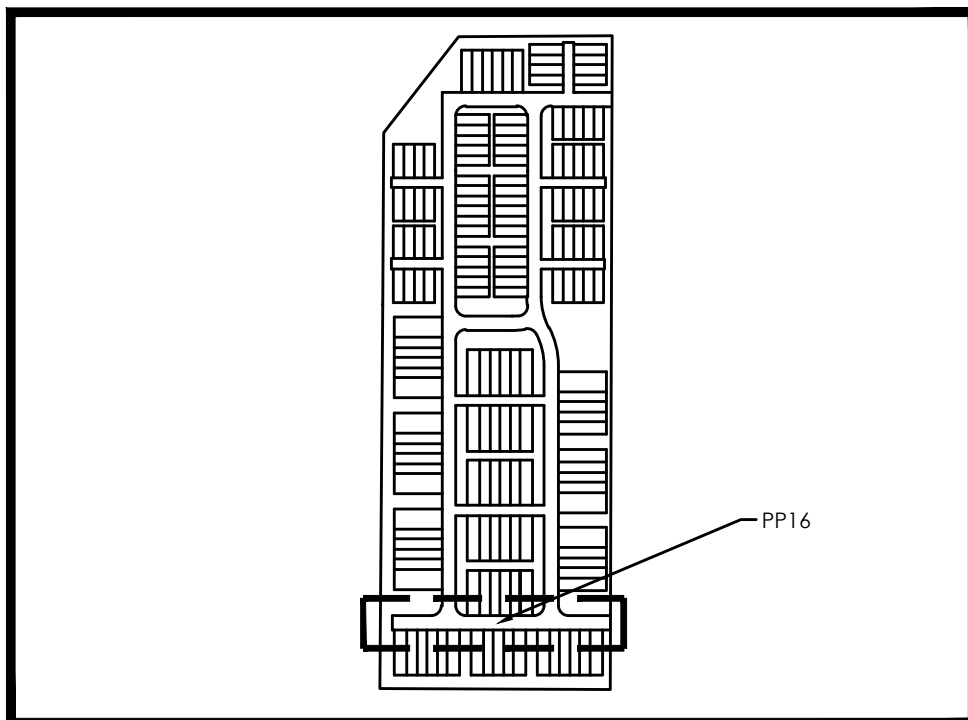


28' SERVICE DRIVE
N.T.S.



BELT BUCKLE WAY PROFILE

- LEGEND**
- BOUNDARY
 - ROW
 - LOT LINE
 - EASEMENT
 - XX SD XX" STORM DRAIN
 - XX SS XX" SANITARY SEWER
 - XX W XX" CULINARY WATER
 - XX SW XX" SECONDARY WATER
 - XXXX CONTOUR MAJOR
 - XXXX EXIST. STORM DRAIN
 - XXXX EXIST. SANITARY SEWER
 - XXXX EXIST. CULINARY WATER
 - XXXX EXIST. FENCE
 - XXXX EXIST. CONTOUR MAJOR
 - XXXX EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION

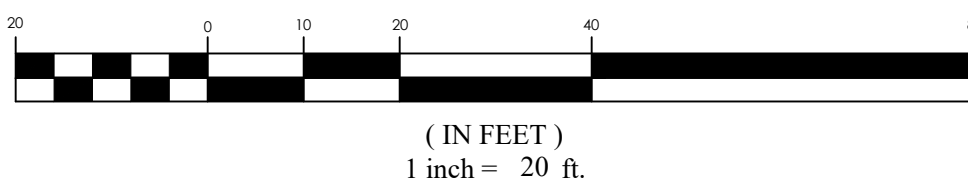


KEY MAP
N.T.S.

BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



GRAPHIC SCALE



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
BELT BUCKLE WAY

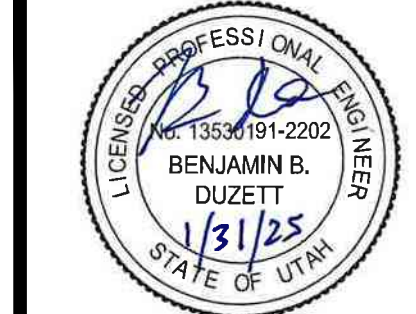
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#	DESCRIPTION
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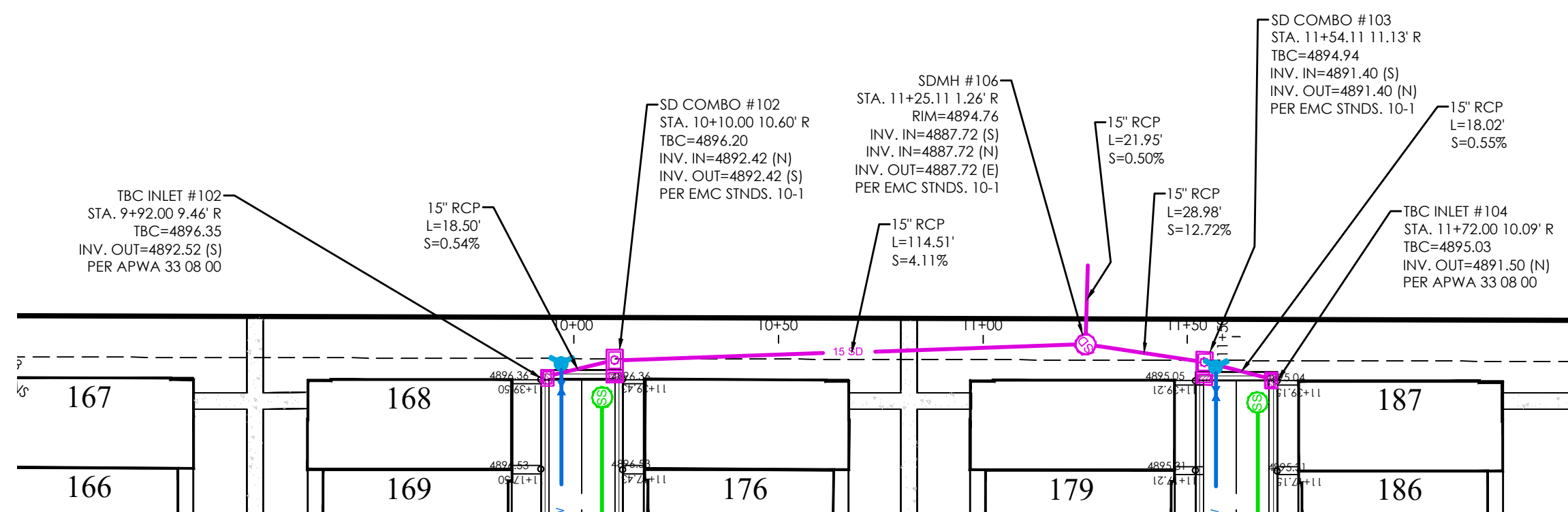
BELT BUCKLE WAY

Scale: 1"=20'
Date: 01/30/25
Sheet:

PP16

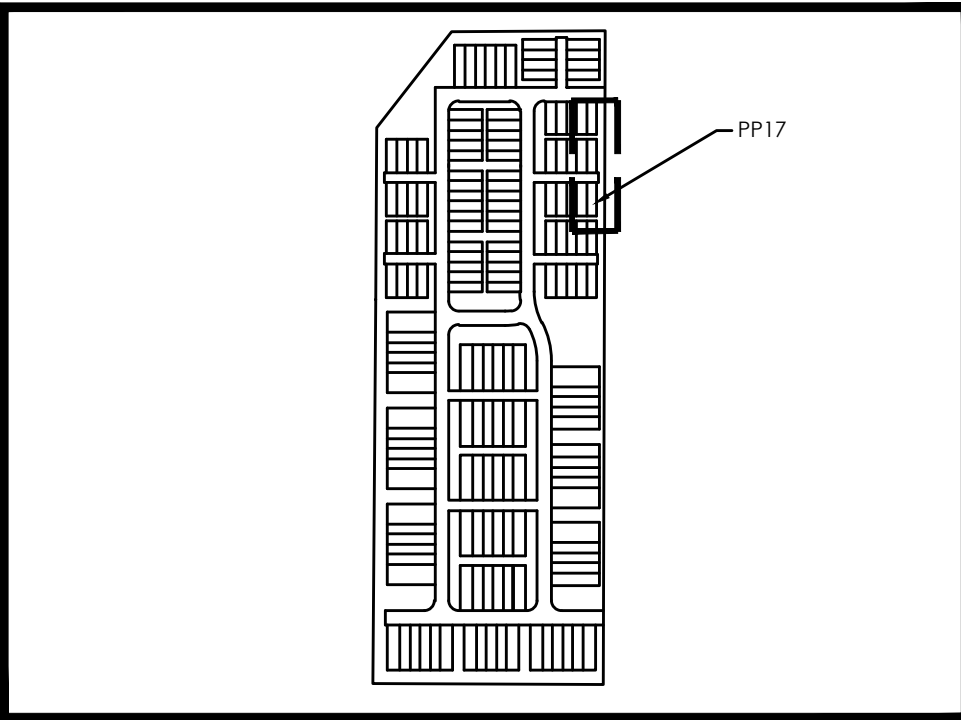
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MIDVALE, UTAH 84047 PH: (801) 552-0075
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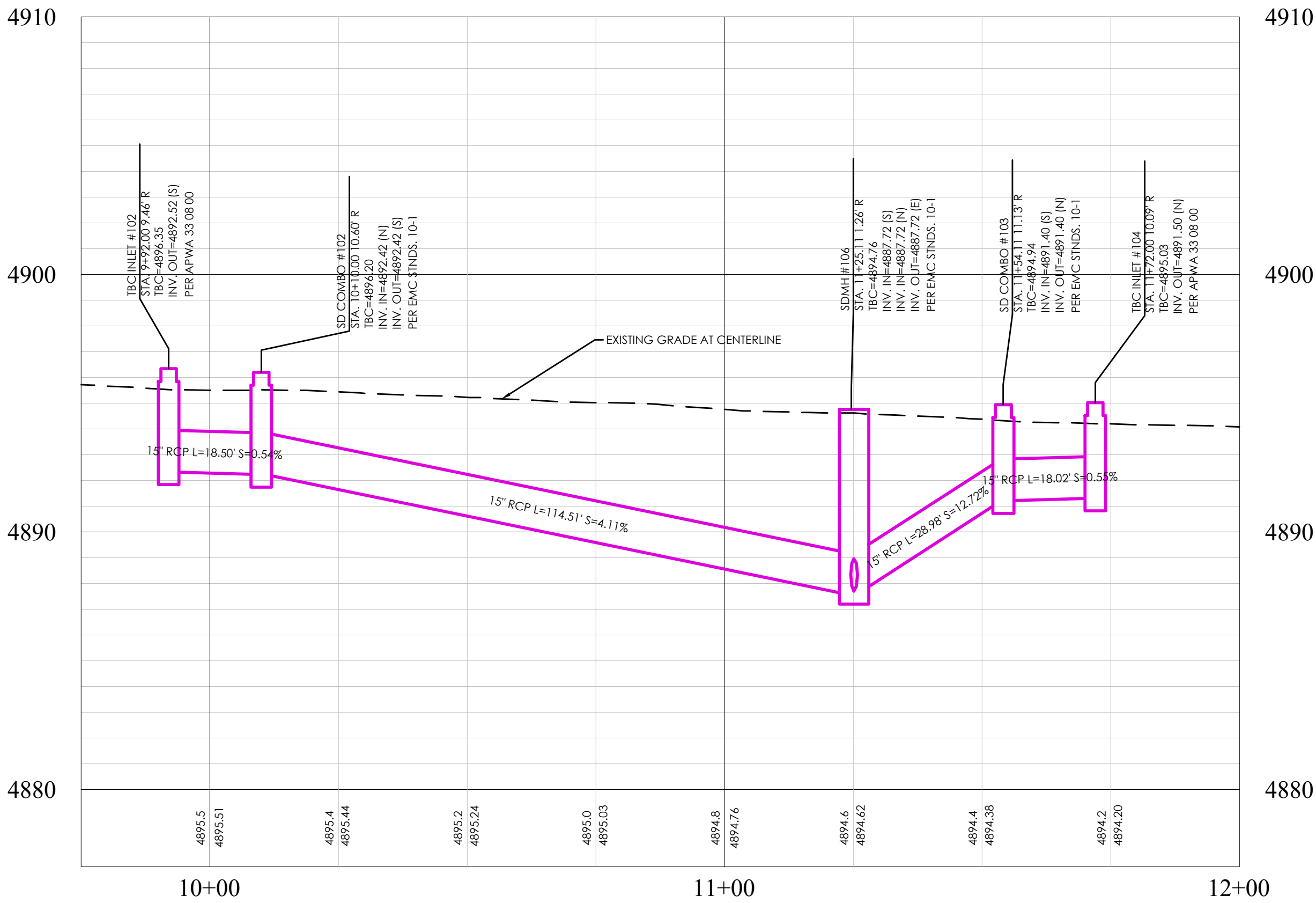


STORM DRAIN PLAN

LEGEND	
—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
---	EASEMENT
XX SD	XX" STORM DRAIN
XX SS	XX" SANITARY SEWER
XX W	XX" CULINARY WATER
XX SW	XX" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	SECONDARY METER, WATER METER
+	CULINARY VALVE, TEE & BEND
+	SECONDARY VALVE, TEE & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION

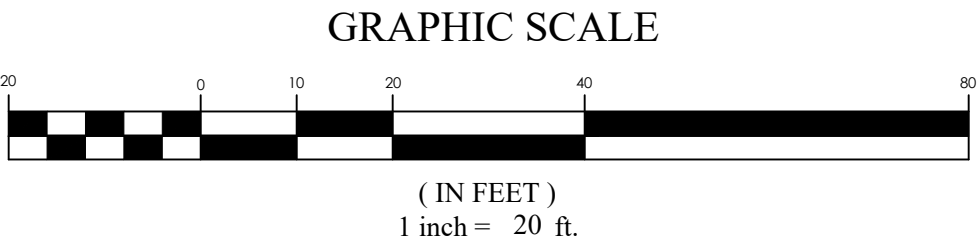


KEY MAP
N.T.S.



STORM DRAIN PROFILE

BENCHMARK
EAST 1/4 CORNER OF SECTION 11
TOWNSHIP 6 SOUTH RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4869.48
DATUM: NGVD29



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN, UT
STORM DRAIN

REVISION BLOCK	
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STORM DRAIN

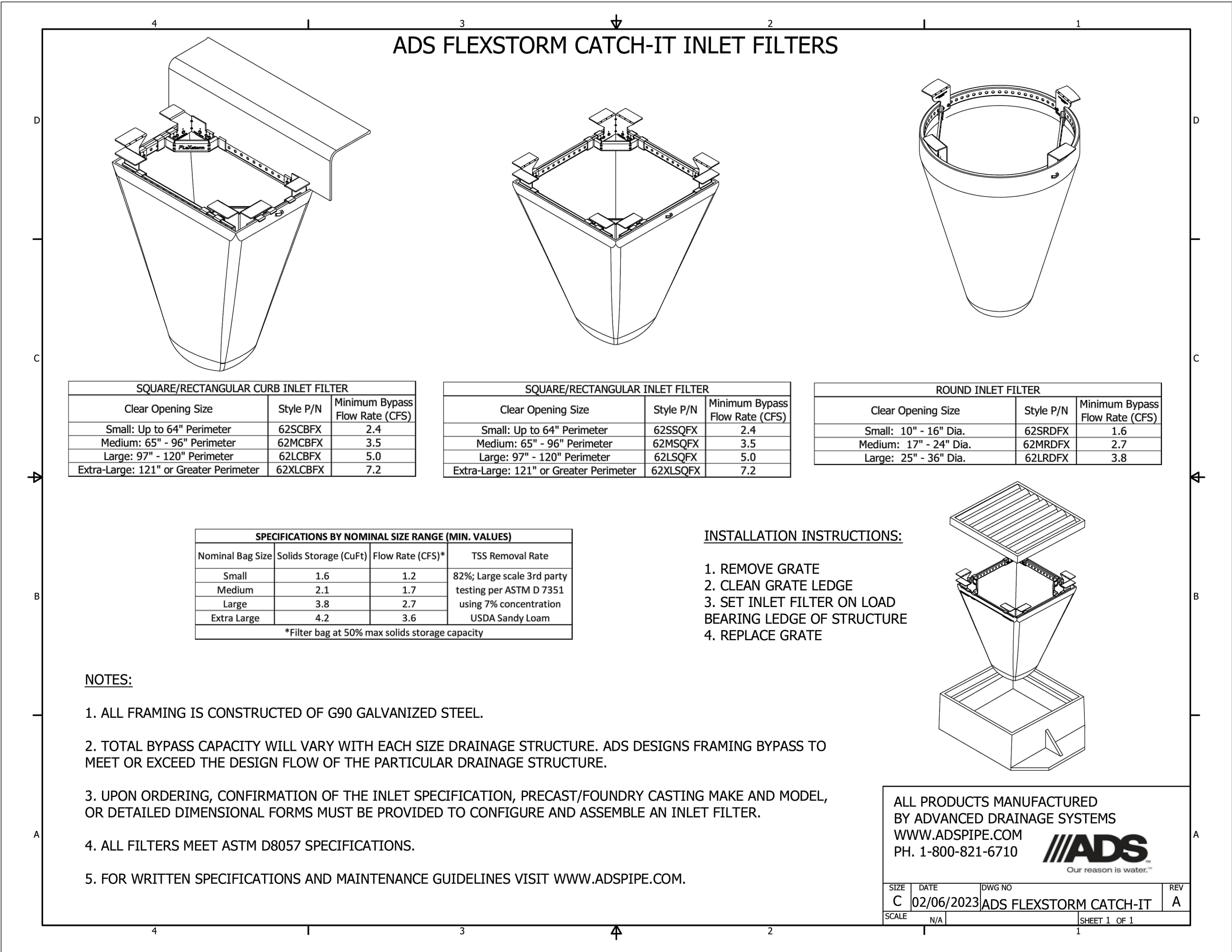
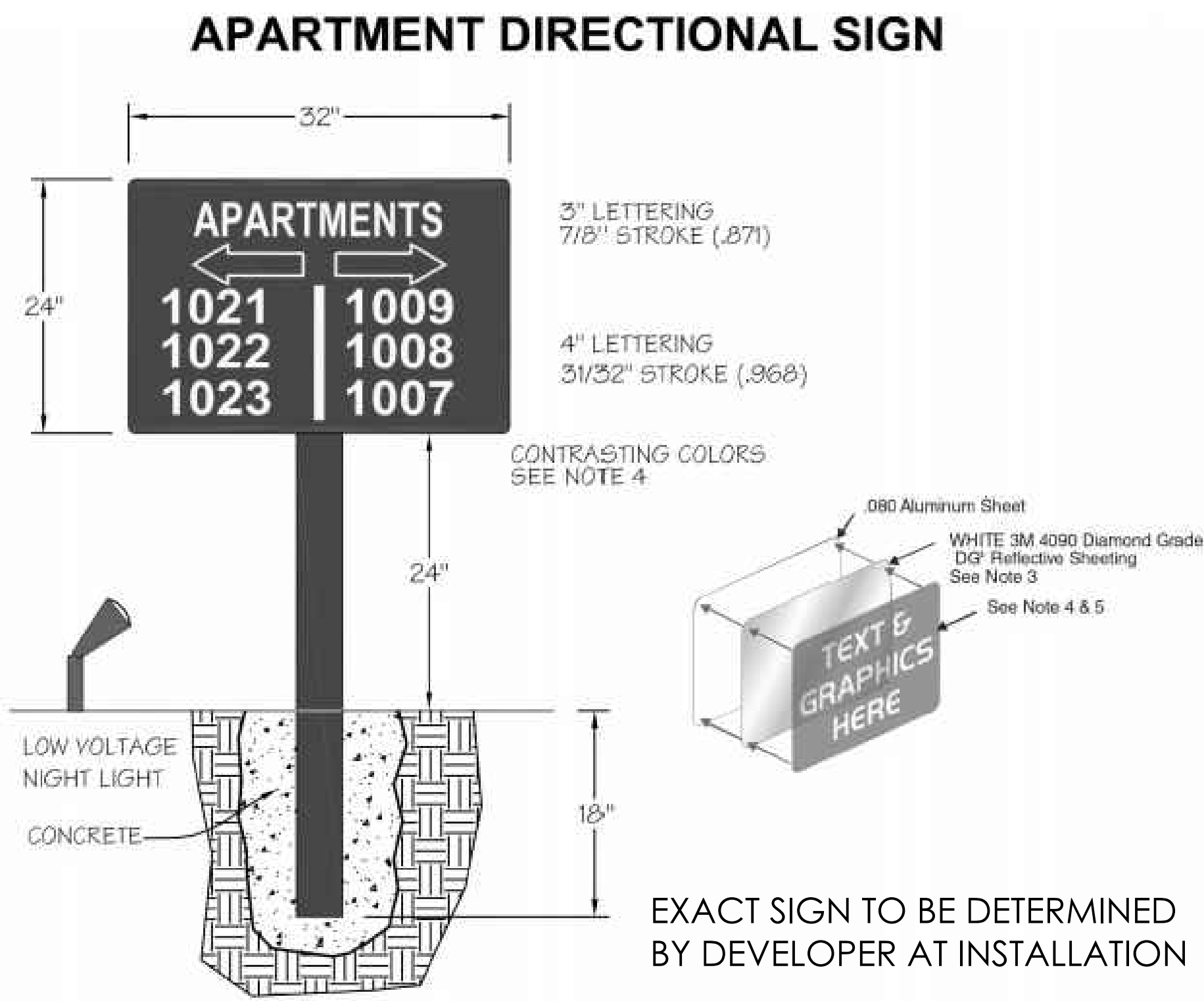
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Drawn: MEC
Job #: 24-0230

PP17

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MIDVALE, UTAH 84047 PH: (801) 352-0075
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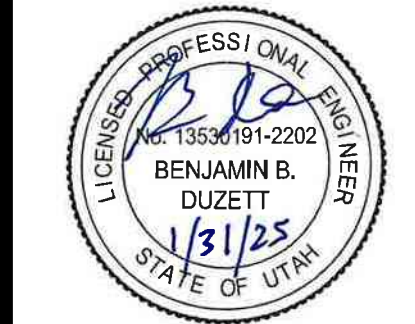
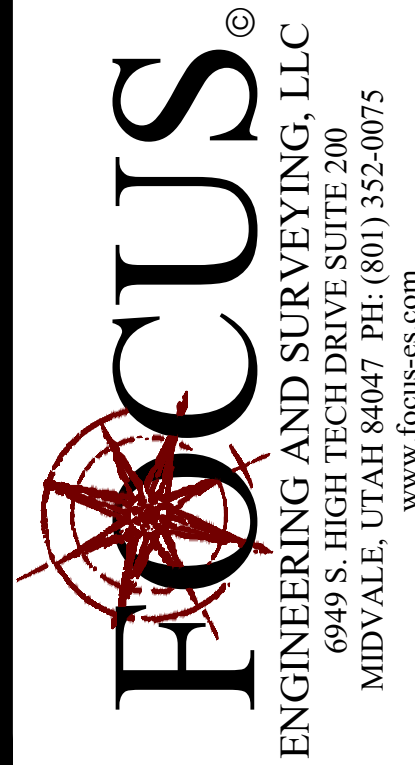
LICENSE: PROFESSIONAL ENGINEER
NO. 1353181-2202
BENJAMIN B. DUZETT
1/31/25
STATE OF UTAH



PINNACLES PLAT B PHASE 3

EAGLE MOUNTAIN, UT

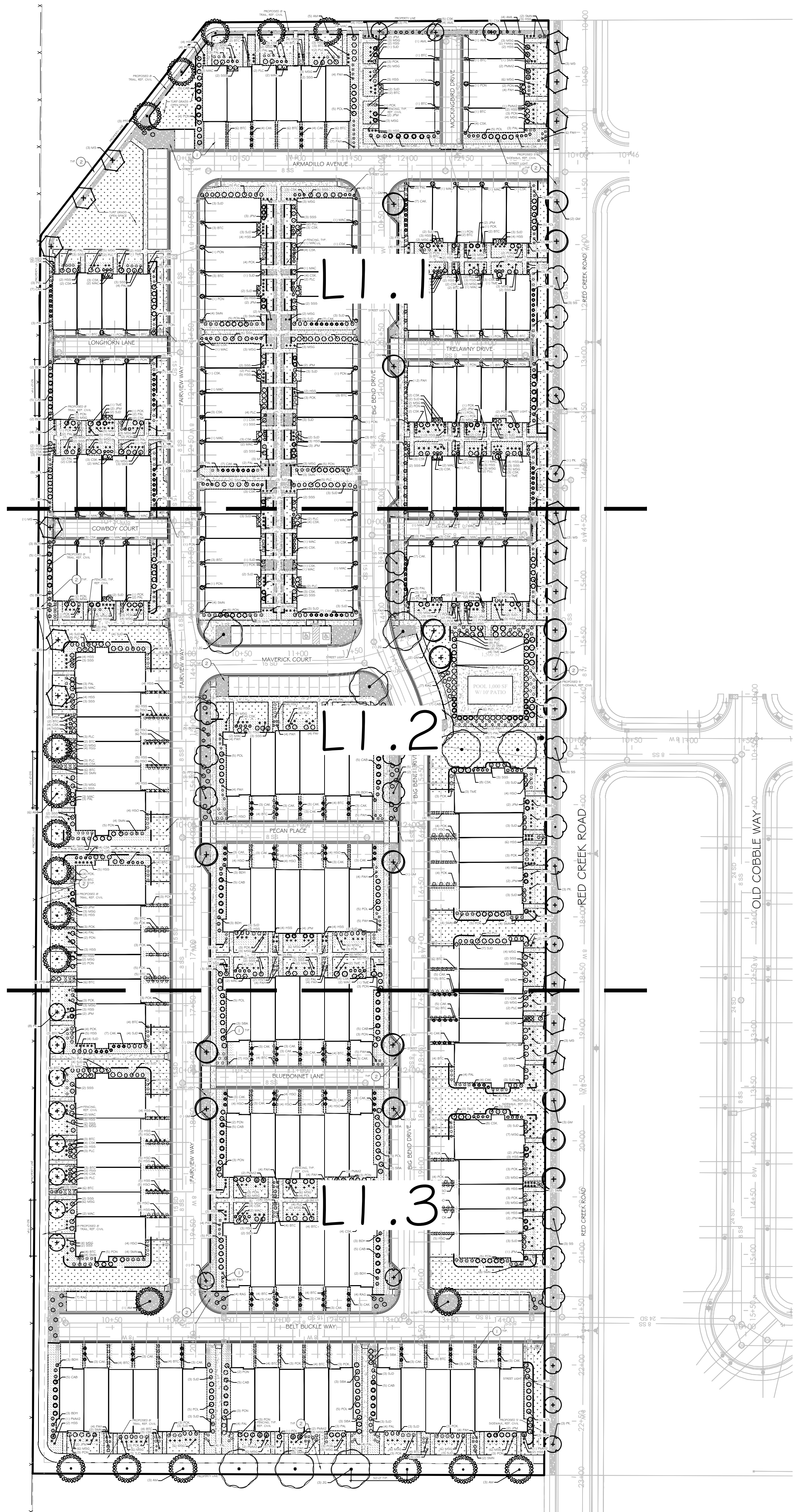
DETAILS



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DETAILS	
Scale: 1"=60'	Drawn: MEC
Date: 01/30/25	Job #: 24-0230
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PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS	WATER WISE
TREES							
	GM	Acer campestre	Hedge Maple	2' Cal.	18	30'x30'	YES
	AM	Acer x 'Pacific Sunset	Pacific Sunset Maple	2' Cal.	19	25'x30'	NO
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2' Cal.	15	20'x25'	YES
	PK	Prunus serrulata 'Kwanzan'	Kwanzan Japanese Flowering Cherry	2' Cal.	21	15'x20'	NO
	SS	Syringa reticulata	Japanese Tree Lilac	2' Cal.	17	20'x30'	YES
	ZG	Zelkova serrata 'Green Vase'	Green Vase Sawleaf Zelkova	2' Cal.	9	35'x45'	YES
SHRUBS							
	AML	Aronia melanocarpa 'Low Scape Hedge'	Dwarf Chokeberry	2 gal.	10	2'x2'	NO
	BTC	Berberis thunbergii 'Concorde'	Concorde Japanese Barberry	5 gal.	226	2'x2'	YES
	BDH	Buddleja davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	2 gal.	67	3'x4'	NO
	CAB	Cornus alba 'Bailhato' TM	Ivory Halo Dogwood	5 gal.	79	5'x5'	NO
	CSK	Cornus sencea 'Kelsey'	Kelsey's Dwarf Red Twig Dogwood	2 gal.	232	2'x2'	YES
	JHB	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 gal.	8	6'x1'	YES
	JPM	Juniperus x pfitzenana 'Monsari' TM	Sea of Gold Pfitzer Juniper	5 gal.	50	4'x3'	YES
	MAC	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	5 gal.	77	4'x3'	YES
	POL	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	89	4'x4'	YES
	PON	Physocarpus opulifolius 'Nugget'	Nugget Ninebark	5 gal.	128	4'x5'	YES
	PMM2	Pinus mugo 'Mops'	Mugo Pine	5 gal.	15	4'x4'	NO
	PPD	Potentilla fruticosa 'Dakota Sunspot'	Dakota Sunspot Bush Cinquefoil	2 gal.	19	4'x3'	YES
	PLC	Prunus laurocerasus 'Chestnut Hill'	Chestnut Hill English Laurel	5 gal.	114	4'x4'	YES
	RAG	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal.	28	6'x3'	NO
	SMN	Salvia nemorosa 'May Night'	May Night Sage	5 gal.	87	2'x2'	YES
	SSS	Sorbaria sorbifolia 'Sem'	Sem Ash Leaf Spirea	5 gal.	103	4'x4'	NO
	SJD	Spiraea japonica 'Double Play Doozie'	Doozie Spirea	2 gal.	143	3'x3'	YES
	SBA	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Bumald Spiraea	2 gal.	26	4'x4'	YES
	TME	Taxus x media 'Everlow'	Everlow Yew	5 gal.	27	5'x2'	YES

ORNAMENTAL GRASSES

CAK	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	191	3'x5'	NO
HSS	Helictotrichon sempervirens 'Sapphire'	Sapphire Blue Oat Grass	1 gal.	381	2'x2'	YES
MSG	Miscanthus sinensis 'Gold Bar'	Gold Bar Eulalia Grass	1 gal.	361		YES
PAH	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	1 gal.	147	3'x2'	YES
POK	Pennisetum alopecuroides 'Karley Rose'	Karley Rose Fountain Grass	1 gal.	114	3'x3'	YES

PERENNIALS

H50	Heemerocalis x 'Stella de Oro'	Stella de Oro Daylily	1 gal.	166	1.5'x1'	
L55	Leucanthemum x superbum 'Snowcap'	Snowcap Shasta Daisy	1 gal.	12	1.5'x1.5'	
PAL	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 gal.	154	2'x3'	

SYMBOL

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS	WATER WISE
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GROUND COVERS

PP	Poa pratensis	Kentucky Bluegrass	sod	54,882 sf		
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REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
①	CRUSHED DECORATIVE GRAVEL, ROYAL GRAY: SIZE 1".	84,951 sf
②	SOUTH TOWN RIVER COBBLE, SIZE: 2"-4".	27,987 sf
③	STEEL EDGING, TBD.	3,465 lf

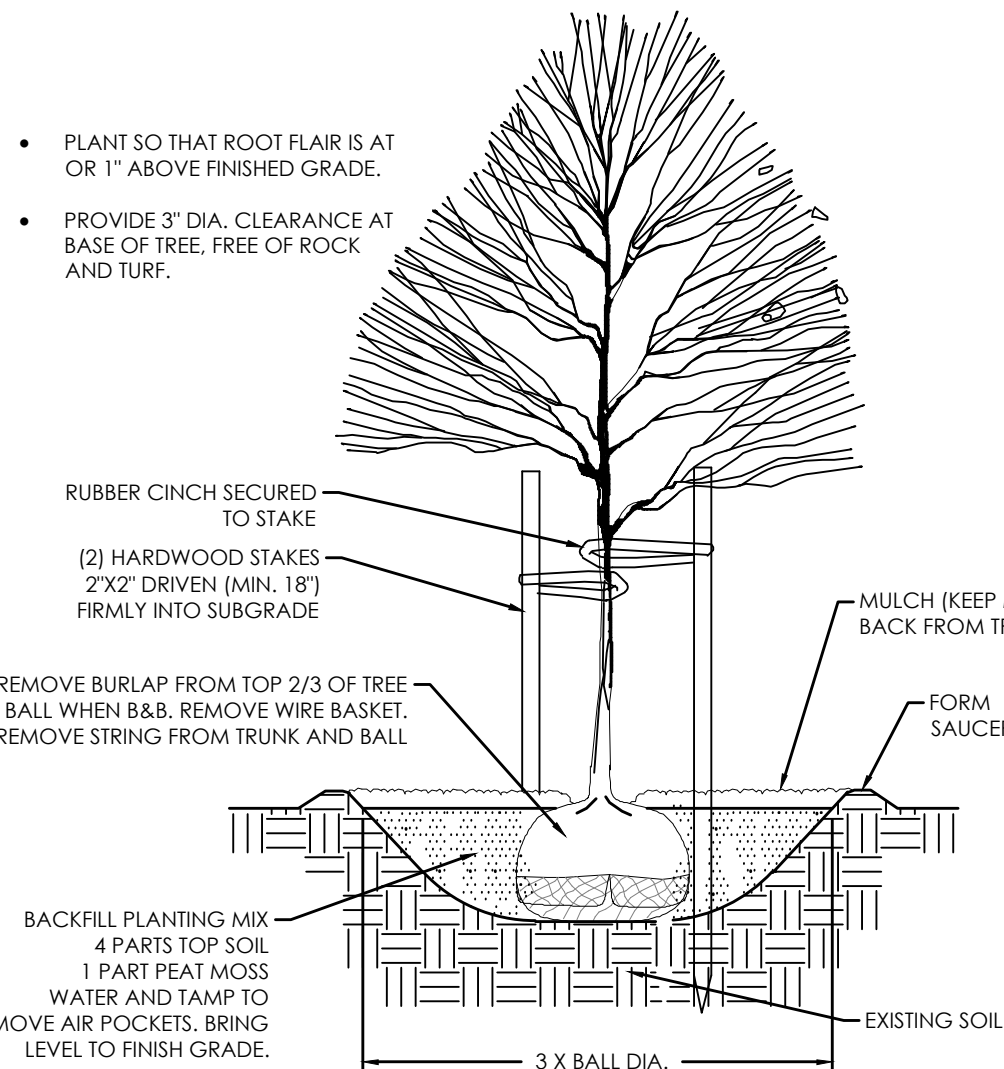
LANDSCAPE NOTES

- LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
- TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF ROCK MULCH AS SPECIFIED IN THE REFERENCE NOTE SCHEDULE. PLACE ROCK OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
- INSTALL STEEL EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.
- CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.

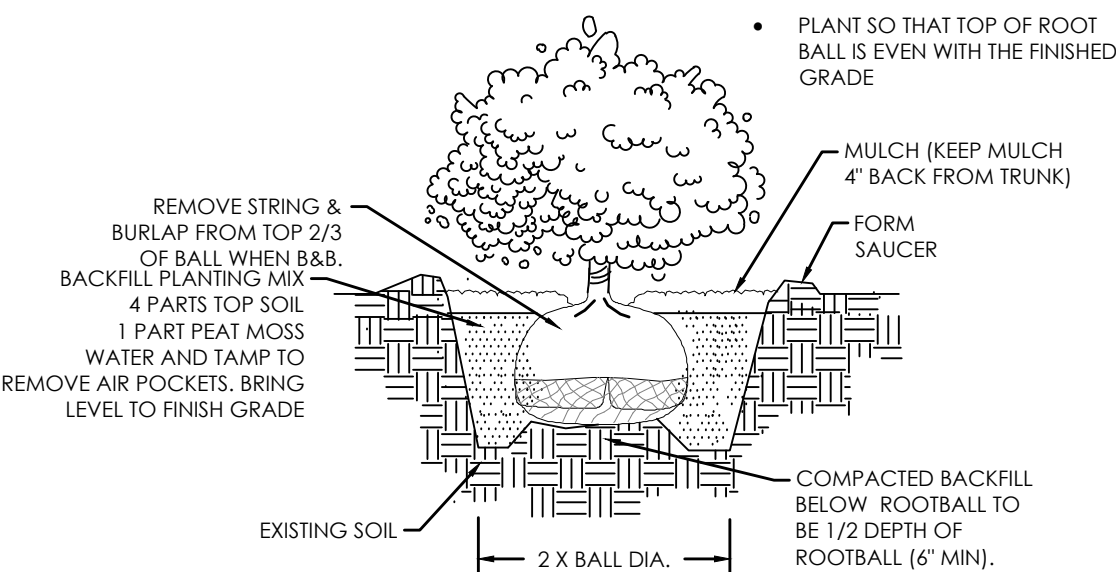
LIVE VEGETATION BREAKDOWN

THE TOTAL LIVE VEGETATION AREA IS CALCULATED BY THE AVERAGE SQUARE FOOTAGE OF PLANTINGS IN ADDITION TO THE TOTAL SQUARE FOOTAGE OF TURF SOD. THE AVERAGE SQUARE FOOTAGE OF PLANTINGS IS CALCULATED BY THE NUMBER OF SHRUBS, ORNAMENTAL GRASSES AND PERENNIALS MULTIPLIED BY 9, THE AVERAGE SQUARE FOOTAGE OF ALL PLANTS.

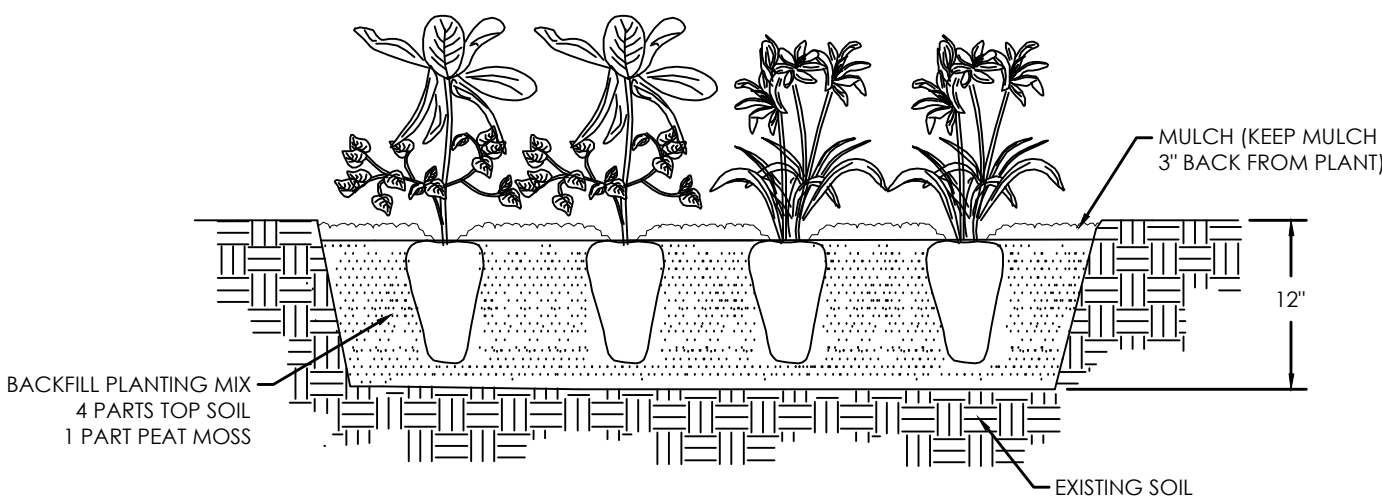
ITEM	AMOUNT	PERCENTAGE %
TOTAL LANDSCAPE AREA	168,130 SF	100%
TOTAL LIVE VEGETATION AREA	82,745 SF	50%



A TREE PLANTING & STAKING
NOT TO SCALE



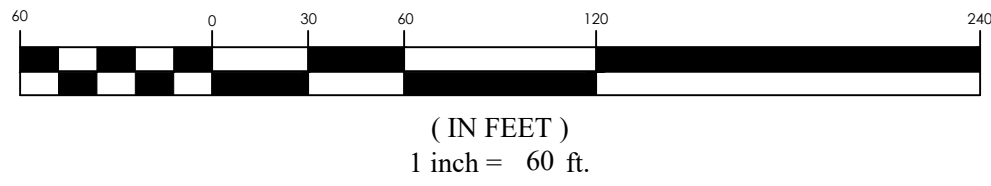
B SHRUB PLANTING
NOT TO SCALE



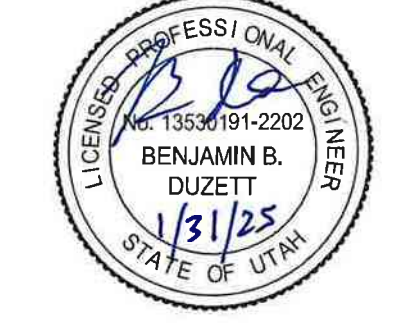
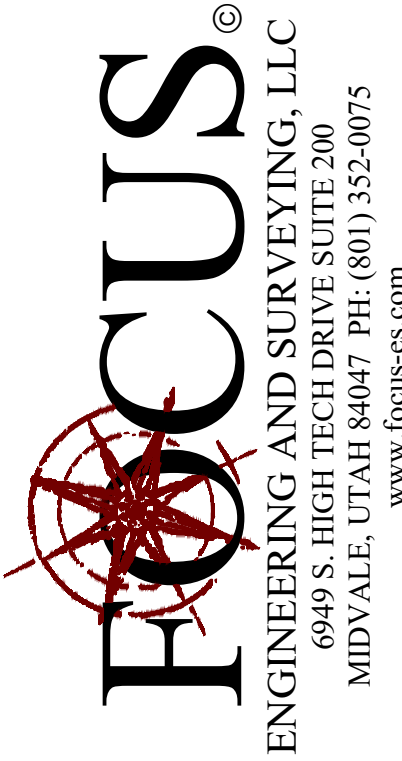
C PERENNIAL PLANTING
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GRAPHIC SCALE



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
OVERALL LANDSCAPE PLAN



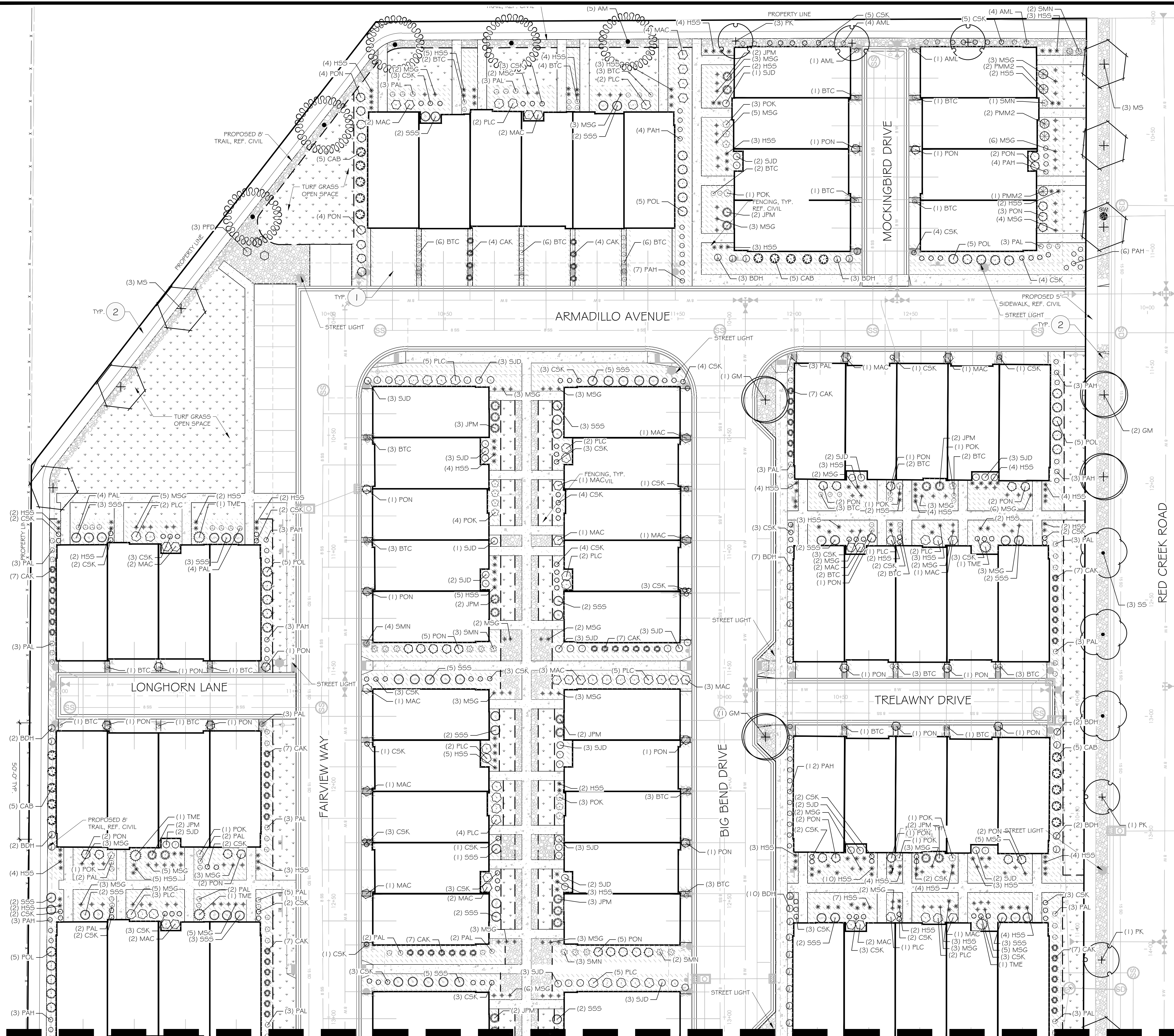
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OVERALL LANDSCAPE PLAN

Scale: 1"=60'	Drawn: BW
Date: 07/03/2024	Job #: 24-0230
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PLANT SCHEDULE

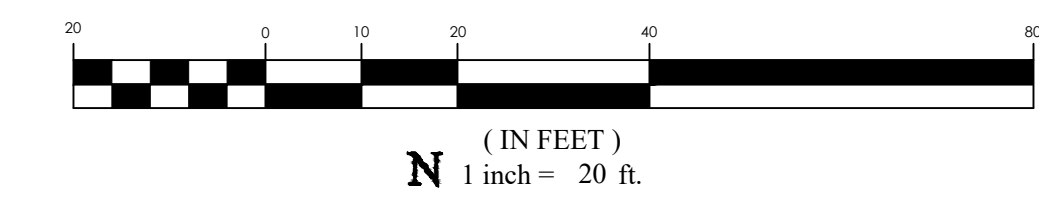
CODE	BOTANICAL / COMMON NAME
TREES	
GM	Acer campestre Hedge Maple
AM	Acer x Pacific Sunset Pacific Sunset Maple
MS	Malus x 'Spring Snow' Spring Snow Crabapple
PK	Prunus serrulata 'Kwanzan' Kwanzan Japanese Flowering Cherry
SS	Syringa reticulata Japanese Tree Lilac
ZG	Zelkova serrata 'Green Vase' Green Vase Sawleaf Zelkova
SHRUBS	
AML	Aronia melanocarpa 'Low Scape Hedger'
BTC	Dwarf Chokeberry Berbens thunbergii 'Concorde'
BDH	Buddleja davidii 'Buzz Hot Raspberry' Hot Raspberry Butterfly Bush
CAB	Cornus alba 'Ballialo' TM Ivory Halo Dogwood
CSK	Cornus sencana 'Kelsey' Kelsey's Dwarf Red Twig Dogwood
JHB	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper
JPM	Juniperus x pfitzenana 'Monsan' TM Sea of Gold Pfitzer Juniper
MAC	Mahonia aquifolium 'Compacta' Compact Oregon Grape
POL	Physocarpus opulifolius 'Donna May' TM
PON	Little Devil Ninebark Physocarpus opulifolius 'Nugget'
PMM2	Nugget Ninebark Pinus mugo 'Mops'
PPD	Mugo Pine Potentilla fruticosa 'Dakota Sunspot'
PLC	Dakota Sunspot Bush Cinquefoil Prunus laurocerasus 'Chestnut Hill'
RAG	Chestnut Hill English Laurel Rhus aromatica 'Gro-Low'
SMN	Gro-Low Fragrant Sumac Salvia nemorosa 'May Night'
SSS	May Night Sage Sorbaria sorbifolia 'Sem'
SJD	Sem Ash Leaf Spirea Spiraea japonica 'Double Play Doozie'
SBA	Doozie Spirea Spiraea x bumalda 'Anthony Waterer'
TME	Anthony Waterer Bumald Spirea Taxus x media 'Everlow'
ORNAMENTAL GRASSES	
CAK	Calamagrostis x acutiflora 'Karl Foerster'
HSS	Karl Foerster Feather Reed Grass Helictotrichon sempervirens 'Sapphire'
MSG	Sapphire Blue Oat Grass Miscanthus sinensis 'Gold Bar'
PAH	Gold Bar Eulalia Grass Pennisetum alopecuroides 'Hamelin'
POK	Hamelin Fountain Grass Pennisetum alopecuroides 'Karley Rose'
PERENNIALS	
H50	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily
L55	Leucanthemum x superbum 'Snowcap' Snowcap Shasta Daisy
PAL	Perovskia atroplicifolia 'Little Spire' Little Spire Russian Sage
SYMBOL CODE BOTANICAL / COMMON NAME	
GROUND COVERS	
PP	Poa pratensis Kentucky Bluegrass

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	CRUSHED DECORATIVE GRAVEL, ROYAL GRAY: SIZE 1".
2	SOUTH TOWN RIVER COBBLE, SIZE: 2"-4".
3	STEEL EDGING, TBD.

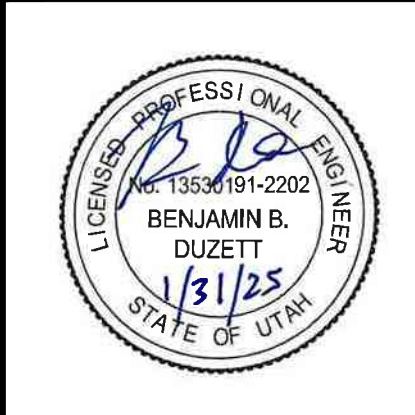
NOTE:
REFERENCE SHEET L1.0 FOR OVERALL PLANT AND MATERIAL QUANTITIES

GRAPHIC SCALE



PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
LANDSCAPE PLAN

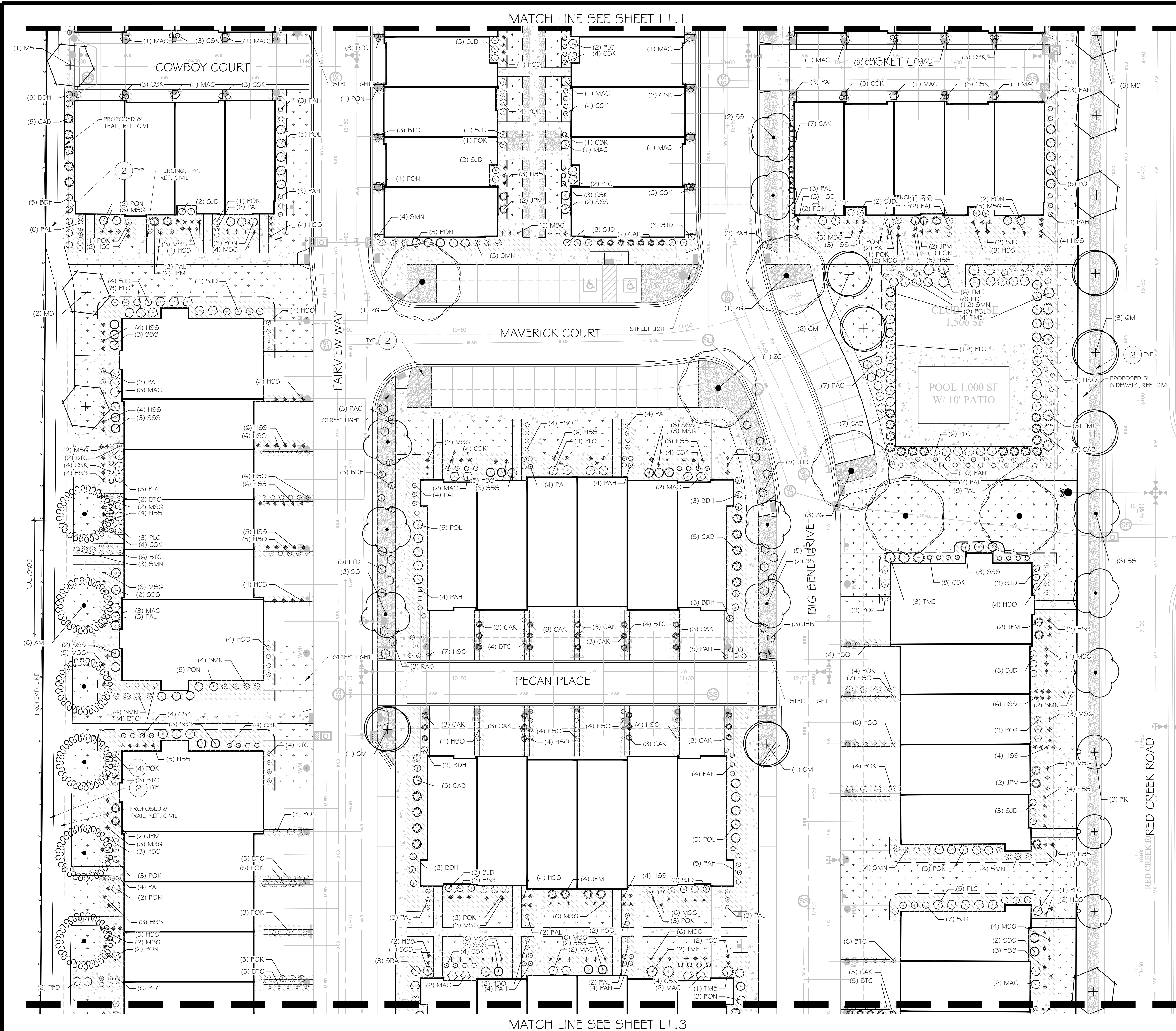
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LANDSCAPE PLAN

Scale: 1"=20'	Drawn: BW
Date: 07/03/2024	Job #: 24-0230
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PLANT SCHEDULE

CODE	BOTANICAL / COMMON NAME
TREES	
GM	Acer campestre Hedge Maple
AM	Acer x 'Pacific Sunset Pacific Sunset Maple
MS	Malus x 'Spring Snow' Spring Snow Crabapple
PK	Prunus serrulata 'Kwanzan' Kwanzan Japanese Flowering Cherry
SS	Syringa reticulata Japanese Tree Lilac
ZG	Zelkova serrata 'Green Vase' Green Vase Sawleaf Zelkova
SHRUBS	
AML	Aronia melanocarpa 'Low Scape Hedger
BTC	Berberis thunbergii 'Concorde' Concorde Japanese Barberry
BDH	Buddleja davidii 'Buzz Hot Raspberry' Hot Raspberry Butterfly Bush
CAB	Cornus alba 'Bailhala' TM Ivory Halo Dogwood
CSK	Cornus sericea 'Kelsey' Kelsey's Dwarf Red Twig Dogwood
JHB	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper
JPM	Juniperus x pfitzeniana 'Monsan' TM Sea of Gold Pfitzer Juniper
MAC	Mahonia aquifolium 'Compacta' Compact Oregon Grape
POL	Physocarpus opulifolius 'Donna May' TM
PON	Little Devil Ninebark Physocarpus opulifolius 'Nugget' Nugget Ninebark
PMM2	Pinus mugo 'Mops' Mugo Pine
PFD	Potentilla fruticosa 'Dakota Sunspot' Dakota Sunspot Bush Cinquefoil
PLC	Prunus laurocerasus 'Chestnut Hill' Chestnut Hill English Laurel
RAG	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac
SMN	Salvia nemorosa 'May Night' May Night Sage
SSS	Sorbaria sorbifolia 'Sem' Sem Ash Leaf Spirea
SJD	Spiraea japonica 'Double Play Doozie' Doozie Spirea
SBA	Spiraea x bumalda 'Anthony Waterer' Anthony Waterer Bumald Spirea
TME	Taxus x media 'Everlow' Everlow Yew

ORNAMENTAL GRASSES

CAK	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass
HSS	Helictotrichon sempervirens 'Sapphire' Sapphire Blue Oat Grass
MSG	Miscanthus sinensis 'Gold Bar' Gold Bar Eulalia Grass
PAH	Pennisetum alopecuroides 'Hameln' Hameln Fountain Grass
POK	Pennisetum alopecuroides 'Karley Rose' Karley Rose Fountain Grass

PERENNIALS

H50	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily
LSS	Leucanthemum x superbum 'Snowcap' Snowcap Shasta Daisy
PAL	Perovskia atriplicifolia 'Little Spire' Little Spire Russian Sage

SYMBOL CODE BOTANICAL / COMMON NAME

GROUND COVERS

PP	Poa pratensis Kentucky Bluegrass
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REFERENCE NOTES SCHEDULE

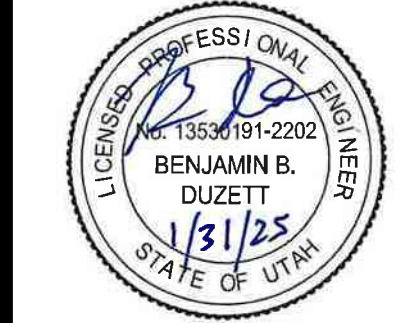
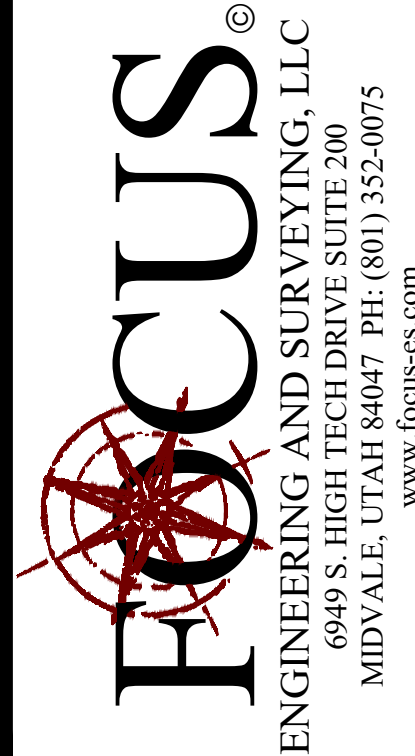
SYMBOL	DESCRIPTION
①	CRUSHED DECORATIVE GRAVEL, ROYAL GRAY: SIZE 1".
②	SOUTH TOWN RIVER COBBLE, SIZE: 2"-4".
③	STEEL EDGING, TBD.

NOTE: REFERENCE SHEET LI.0 FOR OVERALL PLANT AND MATERIAL QUANTITIES

GRAPHIC SCALE



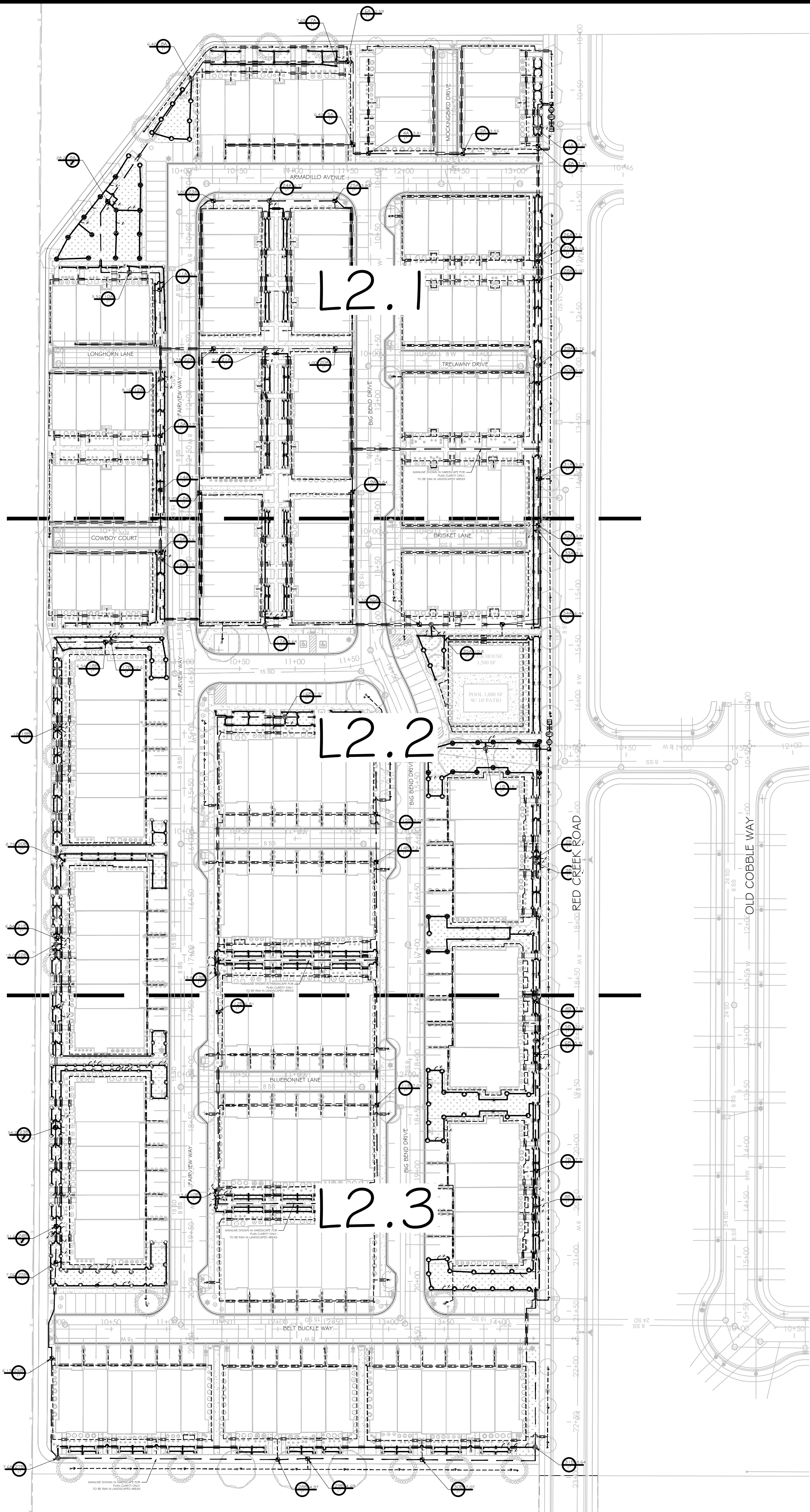
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
LANDSCAPE PLAN



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LANDSCAPE PLAN	
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Date: 07/03/2024	Job #: 24-0230
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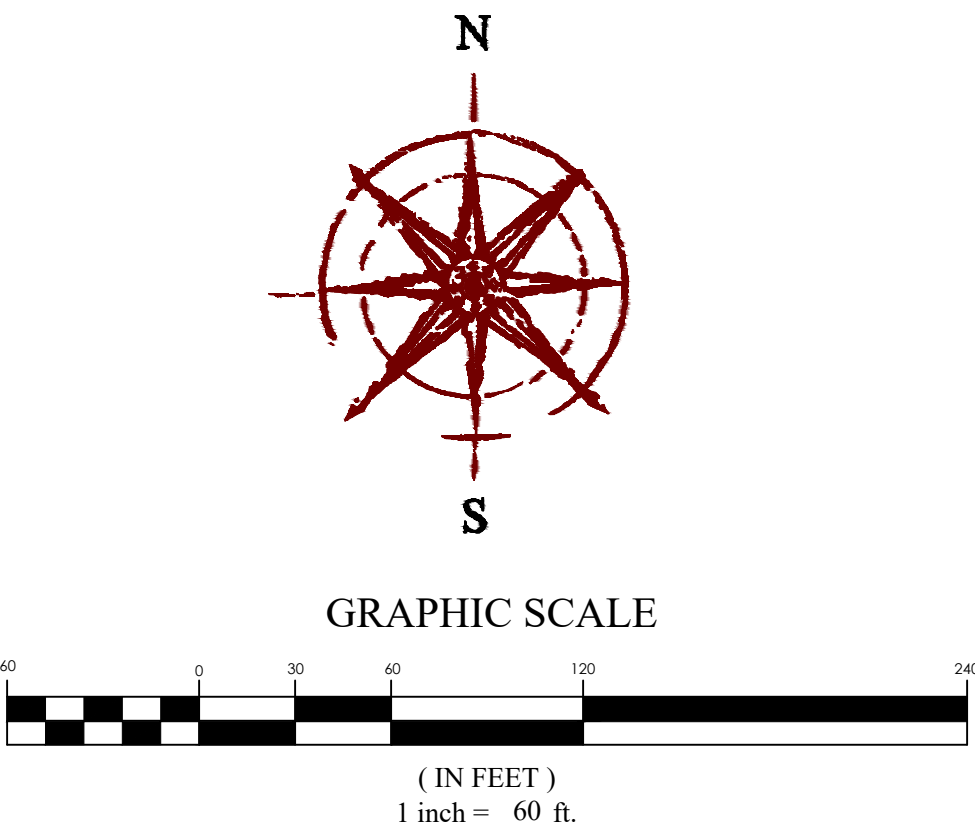


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1804-U U8 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.	72
	Rain Bird 1804-U U10 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.	52
	Rain Bird 1804-U U12 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.	23
	Rain Bird 1804-U U15 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.	23
	Rain Bird R-VAN-STRIP 1804-SAM-P45 Shrub Rotary, 5ft.x15ft. (LCS and RCS), 5ft.x30ft. (SST) Hand Adjustable Multi-Stream Rotary w/ 1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	434
	Rain Bird R-VAN14 1804-SAM-P45 Turf Rotary, 8ft.-14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/ 1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	74
	Rain Bird R-VAN18 1804-SAM-P45 Turf Rotary, 13ft.-18ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/ 1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	53
	Rain Bird R-VAN24 1804-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/ 1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-PRF 1" Medium Flow Dnp Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3 GPM-15 GPM.	38
	Rain Bird XB-6 Six-Outlet, Pressure Compensating, Dnp Emitter. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red, at each emitter outlet. Comes with Barb Inlet x Barb Outlet.	74
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB (Zone Valve) 1-1/2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.	3
	Rain Bird PEB (Zone Valve) 1" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.	26
	Rain Bird 44-LRC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.	2
	STOP AND WASTE VALVE MUELLER MARK II ORISEAL S4W VALVE MODEL H, SIZE TO MATCH METER SIZE	2
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.	1
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.	1
	Zurn 375 1-1/2" Reduced Pressure Principle Assembly. Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..	1
	Zurn 375 2" Reduced Pressure Principle Assembly. Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..	1
	Water Meter 1-1/2"	1
	Water Meter 2"	1
	Irrigation Lateral Line: PVC Schedule 40	427.9 l.f.
	Irrigation Lateral Line: PVC Schedule 40 3/4"	8,576 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1"	782.0 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"	538.4 l.f.
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"	129.7 l.f.
	Irrigation Lateral Line: PVC Schedule 40 2"	23.3 l.f.
	Irrigation Mainline: PVC Schedule 40	6,454 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21 Sleeve Shall Be Two Sizes Larger Than The Pipe Within	5,107 l.f.
	Valve Callout Valve Number Valve Flow Valve Size	
	RAINBIRD 3/4" XBS TUBING WITH 1/4" TUBING TO EMITTER	
	1" POLY PIPE CONNECTING DRIPLINE SECTIONS	
	3/4" MANUAL FLUSH VALVE IN 10" ROUND VALVE BOX	

IRRIGATION NOTES

1. THIS SYSTEM IS BASED UPON AN AVAILABLE STATIC PRESSURE OF 60 PSI MINIMUM. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONFIRM THE STATIC WATER PRESSURE AND THE SIZE OF THE POINT OF CONNECTION (POC).
2. COORDINATE AND LOCATE ALL EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATION.
3. THIS PLAN IS DIAGRAMMATIC. SOME EQUIPMENT MAY BE SHOWN IN PAVED AREAS AND BUILDINGS FOR PLAN CLARITY.
4. INSTALL PVC SCHEDULE 40 SLEEVES UNDER ALL PAVED SURFACES WHERE LINES AND CONTROL WIRES CROSS INCLUDING ALL SIDEWALKS. SLEEVE SIZE SHALL BE 2 TIMES LARGER THAN THE LINE. EXTEND 6" BEYOND THE PAVED SURFACE ON EACH SIDE. INSTALL A SEPARATE SLEEVE FOR THE CONTROL WIRES.
5. INSTALL MANUAL DRAIN VALVES AT ALL LOW POINTS ALONG IRRIGATION MAIN LINE AND EACH SIDE OF DRIVEWAY WHERE MAIN LINE CROSSES UNDER.
6. INSTALL VARIABLE ARC NOZZLES ON SPRINKLER HEADS WHERE ANGLE IS DIFFERENT THAN STANDARD NOZZLES.
7. ALL PIPE FITTINGS SHALL BE SCHEDULE 80 ON MAIN LINE.
8. XBS TUBING SHALL BE INSTALLED UNDER BARK OR ROCK MULCH.
9. INSTALL 3/4" MANUAL FLUSH VALVE IN AN 10" ROUND VALVE BOX AT THE END OF ALL DRIP LINES.
10. DRIP EMITTERS SHALL BE RAINBIRD XB-20PC (2 GPH)XERI-BUG EMITTER, 1 EMITTER PER PLANT FOR PERENNIALS AND ORNAMENTAL GRASSES AND 2 EMITTERS PER PLANT FOR SHRUBS.
11. RAINBIRD MULTI-OUTLET XERI-BUG EMITTER XB-20-6 (12 GPH) SHALL BE USED ON TREES IN PLANTING BEDS WITH DIFFUSER BUG CAP AT ENDS OF TUBING. DISTRIBUTE EMITTERS AROUND ROOTBALL OF TREE.



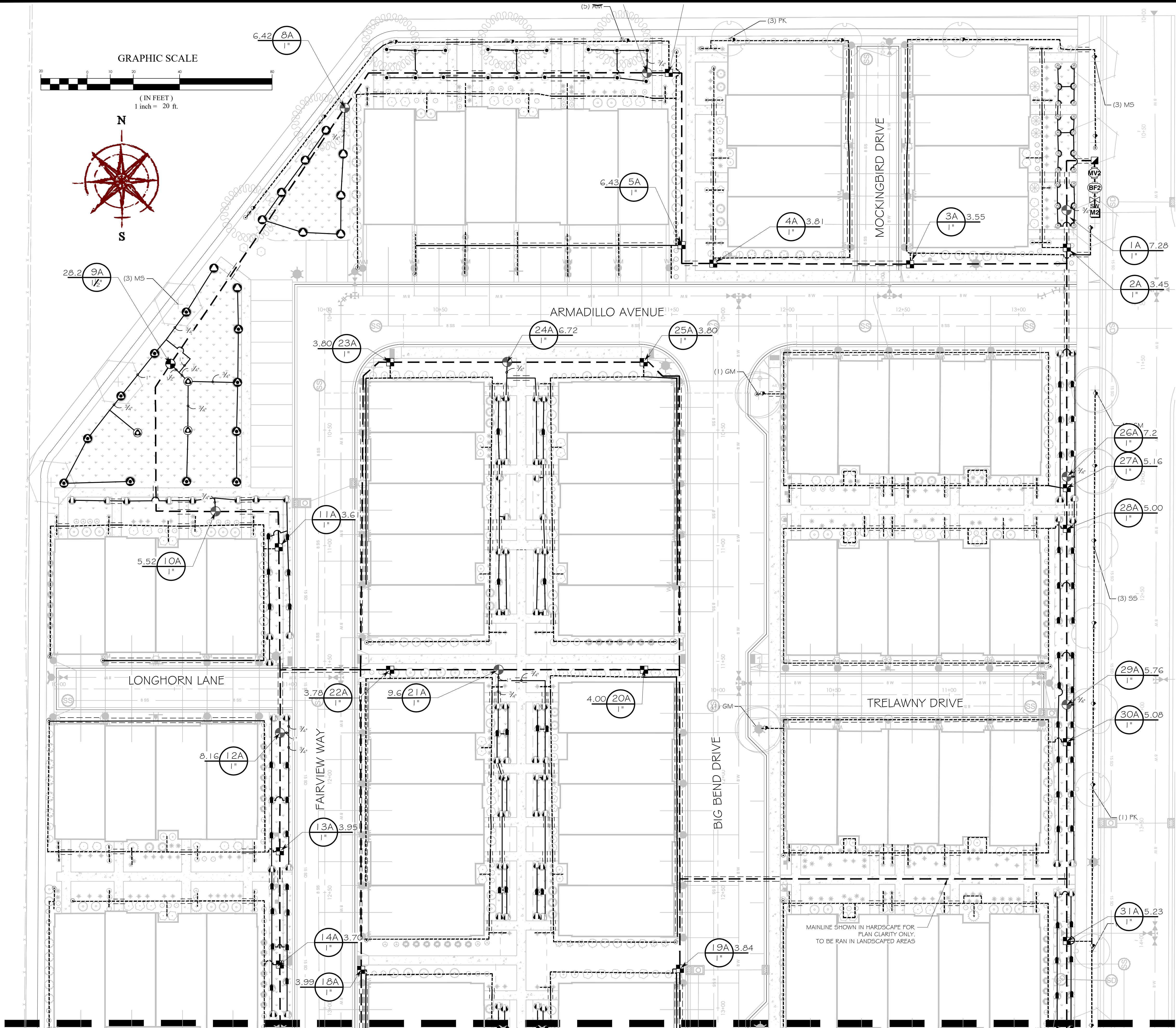
PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
OVERALL IRRIGATION PLAN

REVISION BLOCK	DATE	DESCRIPTION
1	07/03/2024	1
2		2
3		3
4		4
5		5
6		6

OVERALL
IRRIGATION
PLAN

Scale: 1"=60'	Drawn: MH
Date: 07/03/2024	Job #: 24-0230
Sheet:	

L2.0



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird 1804-U U8 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U10 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U12 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U15 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN-STRIP 1804-SAM-P45 Shrub Rotary, 5ft.x15ft. (LCS and RCS), 5ft.x30ft. (SS) Hand Adjustable Multi-Stream Rotary w/ 1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN14 1804-SAM-P45 Turf Rotary, 8ft.-14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN18 1804-SAM-P45 Turf Rotary, 13ft.-18ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN24 1804-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird XCZ-100-PRF 1" Medium Flow Dnp Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3 GPM-15 GPM.
	Rain Bird XB-6 Six-Outlet, Pressure Compensating, Dnp Emitter. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red, at each emitter outlet. Comes with Barb Inlet x Barb Outlet.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird PEB (Zone Valve) 1-1/2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Zone Valve) 1" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird 44-LRC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.
	STOP AND WASTE VALVE MUELLER MARK II ORISEAL 5#W VALVE MODEL H, SIZE TO MATCH METER SIZE
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Zurn 375 1-1/2" Reduced Pressure Principle Assembly. Sizes 1/2in.,3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Zurn 375 2" Reduced Pressure Principle Assembly. Sizes 1/2in.,3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Water Meter 1-1/2"
	Water Meter 2"
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Lateral Line: PVC Schedule 40 3/4"
	Irrigation Lateral Line: PVC Schedule 40 1"
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"
	Irrigation Lateral Line: PVC Schedule 40 2"
	Irrigation Mainline: PVC Schedule 40
	Pipe Sleeve: PVC Class 200 SDR 21 Sleeve Shall Be Two Sizes Larger Than The Pipe Within
	Valve Callout Valve Number Valve Flow Valve Size
	RAINBIRD 3/4" XBS TUBING WITH 1/4" TUBING TO EMITTER
	1" POLY PIPE CONNECTING DRIPLINE SECTIONS
	3/4" MANUAL FLUSH VALVE IN 10" ROUND VALVE BOX

NOTE:
REFERENCE SHEET L2.0 FOR OVERALL IRRIGATION QUANTITIES

PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
IRRIGATION PLAN

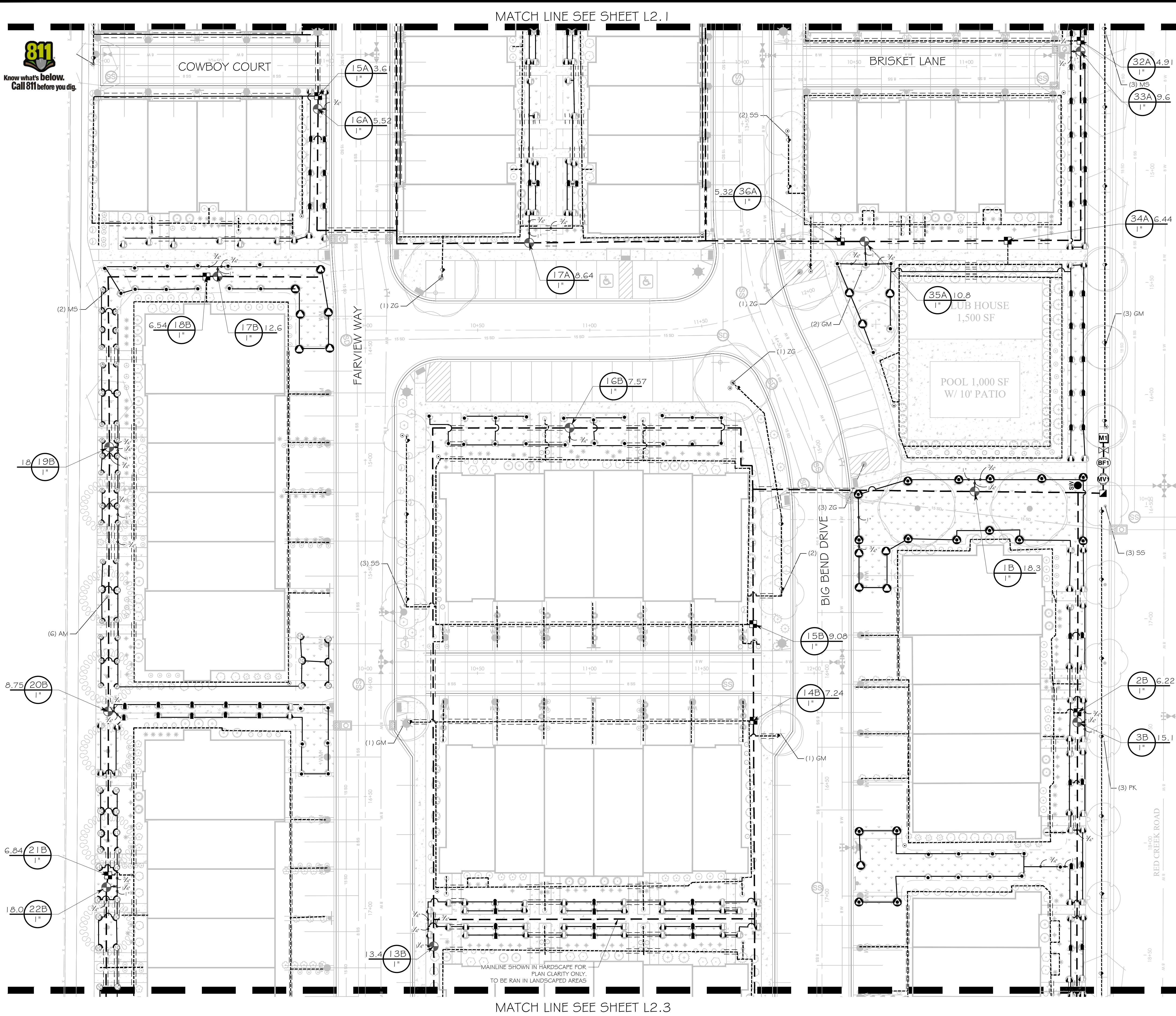
REVISION BLOCK	DATE	DESCRIPTION
1		
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IRRIGATION PLAN

Scale: 1"=20'
Date: 07/03/2024
Sheet:
Drawn: MH
Job #: 24-0230

L2.1





IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird 1804-U U5 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U10 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U12 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U15 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN-STRIP 1804-SAM-P45 Shrub Rotary, 5ft.x15ft. (LCS and RCS), 5ft.x30ft. (SST) Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN1 1804-SAM-P45 Turf Rotary, 8ft.x14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN11 1804-SAM-P45 Turf Rotary, 13ft.x16ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN24 1804-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird XCZ-100-PRF 1" Medium Flow Drip Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3 GPM-15 GPM.
	Rain Bird XB-G Six-Outlet, Pressure Compensating, Drip Emitter. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red, at each emitter outlet. Comes with Barb Inlet x Barb Outlet.
	Rain Bird PEB (Zone Valve) 1-1/2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Zone Valve) 1" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird 44-LRC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.
	STOP AND WASTE VALVE MUELLER MARK II ORISEAL S4W VALVE MODEL H, SIZE TO MATCH METER SIZE
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Zum 375 1-1/2" Reduced Pressure Principle Assembly. Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Zum 375 2" Reduced Pressure Principle Assembly. Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Water Meter 1-1/2"
	Water Meter 2"
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Lateral Line: PVC Schedule 40 3/4"
	Irrigation Lateral Line: PVC Schedule 40 1"
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"
	Irrigation Lateral Line: PVC Schedule 40 2"
	Irrigation Mainline: PVC Schedule 40
	Pipe Sleeve: PVC Class 200 SDR 21 Sleeve Shall Be Two Sizes Larger Than The Pipe Within
	Valve Callout Valve Number Valve Flow Valve Size
	RAINBIRD 3/4" XB5 TUBING WITH 1/4" TUBING TO EMITTER
	1" POLY PIPE CONNECTING DRIPLINE SECTIONS
	3/4" MANUAL FLUSH VALVE IN 10" ROUND VALVE BOX

NOTE:
REFERENCE SHEET L2.0 FOR
OVERALL IRRIGATION QUANTITIES

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

IRRIGATION PLAN

Scale: 1"=20' Drawn: MH
Date: 07/03/2024 Job #: 24-0230
Sheet: L2.2

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 552-0075
www.focus-es.com

PINNACLES PLAT B PHASE 3
EAGLE MOUNTAIN CITY, UTAH
IRRIGATION PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

IRRIGATION PLAN

Scale: 1"=20' Drawn: MH
Date: 07/03/2024 Job #: 24-0230
Sheet: L2.2



(B) PK

34.2 23B
1/2"

31.6 24B
1/2"

7.06 25B
1"

6.13 26B
1"

7.68 27B
1"

MAINLINE SHOWN IN HARDSCAPE FOR
PLAN CLARITY ONLY.
TO BE RAN IN LANDSCAPED AREAS

(3) AM

28B 4.97
1"

29B 4.69
1"

30B 7.07
1"

(3) AM

31B 8.64
1"

7B 7.7
1"

8B 18.1
1"

5B 22.6
1"

6B 5.91
1"

4B 7.35
1"

MATCH LINE SEE SHEET L2.2

BLUEBONNET LANE

BELT BUCKLE WAY

BIG BEND DRIVE

FAIRVIEW WAY

MAINLINE SHOWN IN HARDSCAPE FOR
PLAN CLARITY ONLY.
TO BE RAN IN LANDSCAPED AREAS

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird 1804-U U8 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U10 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U12 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird 1804-U U15 Series Turf Spray 4in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN-STRIP 1804-SAM-P45 Shrub Rotary, 5ft.x15ft. (LC5 and RC5), 5ft.x30ft. (5ST) Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN 1804-SAM-P45 Turf Rotary, 8ft.-14ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN 1804-SAM-P45 Turf Rotary, 13ft.-18ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird R-VAN 24 1804-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 4in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.
	Rain Bird XCZ-100-PRF 1" Medium Flow Drip Control Kit, 1" DV Valve, 1" pressure regulating filter, 40psi pressure regulator. 3 GPM-15 GPM.
	Rain Bird XB-G Six-Outlet, Pressure Compensating, Drip Emitter. Flow rates of 0.5 GPH=blue, 1.0 GPH=black, and 2.0 GPH=red, at each emitter outlet. Comes with Barb Inlet x Barb Outlet.
	Rain Bird PEB (Zone Valve) 1-1/2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Zone Valve) 1" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.
	Rain Bird 44-LRC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.
	STOP AND WASTE VALVE MUELLER MARK II ORISEAL 5/4W VALVE MODEL H, SIZE TO MATCH METER SIZE
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Rain Bird PEB (Master Valve) 2" 1in., 1-1/2in., 2in., 3in. Plastic Industrial Master Valves. Low Flow Operating Capability, Globe Configuration.
	Zurn 375 1-1/2" Reduced Pressure Principle Assembly, Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Zurn 375 2" Reduced Pressure Principle Assembly, Sizes 1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in..
	Water Meter 1-1/2"
	Water Meter 2"
	Irrigation Lateral Line: PVC Schedule 40
	Irrigation Lateral Line: PVC Schedule 40 3/4"
	Irrigation Lateral Line: PVC Schedule 40 1"
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"
	Irrigation Lateral Line: PVC Schedule 40 1 1/2"
	Irrigation Lateral Line: PVC Schedule 40 2"
	Irrigation Mainline: PVC Schedule 40
	Pipe Sleeve: PVC Class 200 SDR 21 Sleeve Shall Be Two Sizes Larger Than The Pipe Within
	Valve Gate
	Valve Flow
	Valve Size
	RAINBIRD 3/4" XBS TUBING WITH 1/4" TUBING TO EMITTER
	1" POLY PIPE CONNECTING DRIPLINE SECTIONS
	3/4" MANUAL FLUSH VALVE IN 10" ROUND VALVE BOX

NOTE:
REFERENCE SHEET L2.0 FOR
OVERALL IRRIGATION QUANTITIES



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



PINNACLES PLAT B PHASE 3

EAGLE MOUNTAIN CITY, UTAH

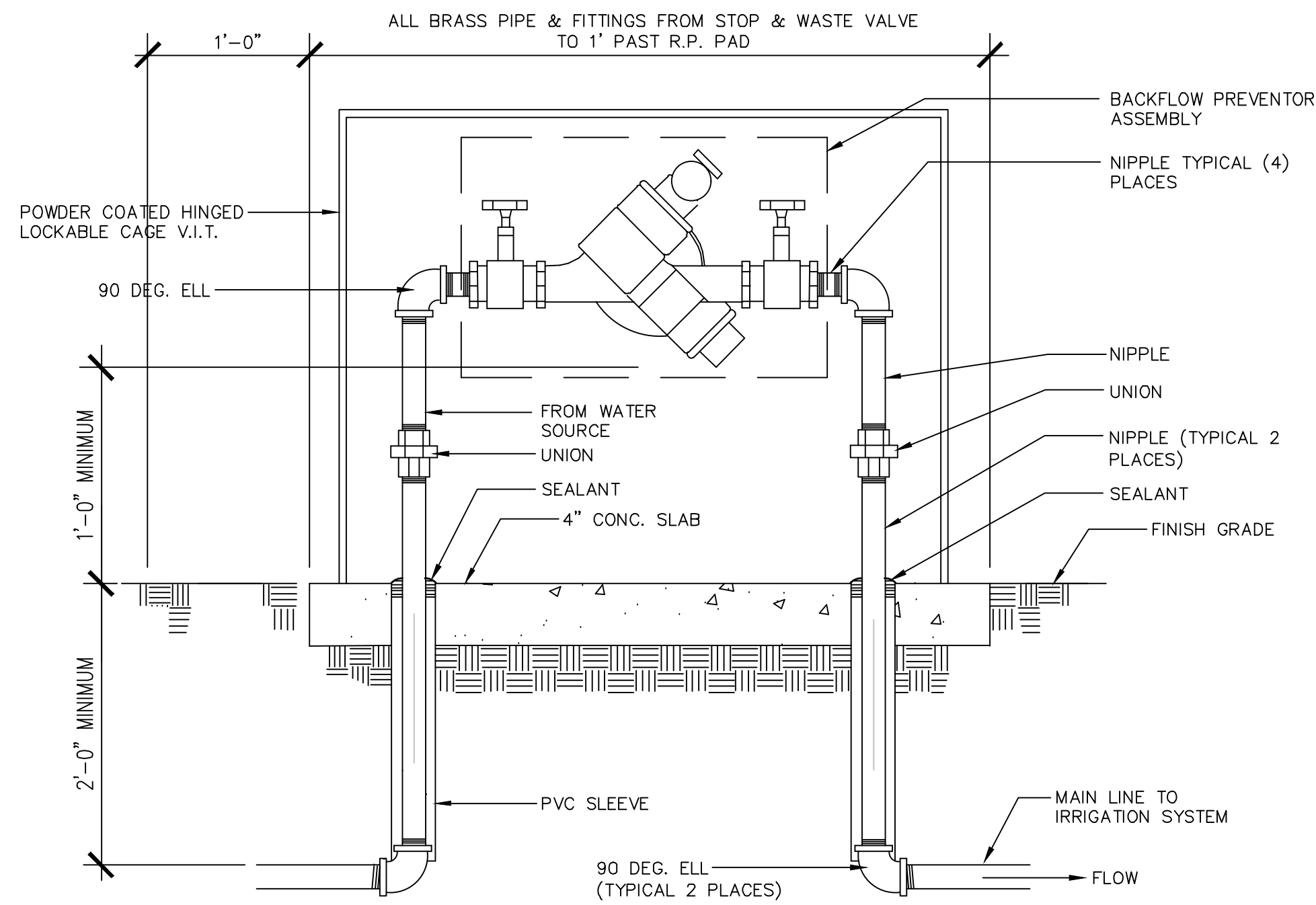
IRRIGATION PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
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3	MM/DD/YY	
4	MM/DD/YY	
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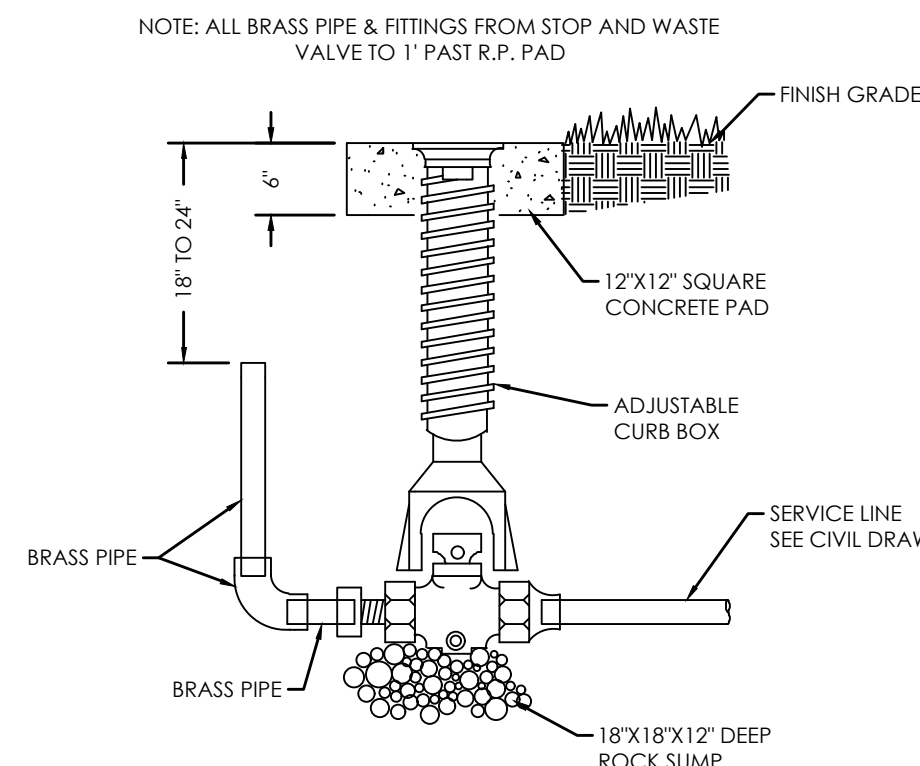
IRRIGATION PLAN

Scale: 1"=20' Drawn: MH
Date: 07/03/2024 Job #: 24-0230
Sheet:

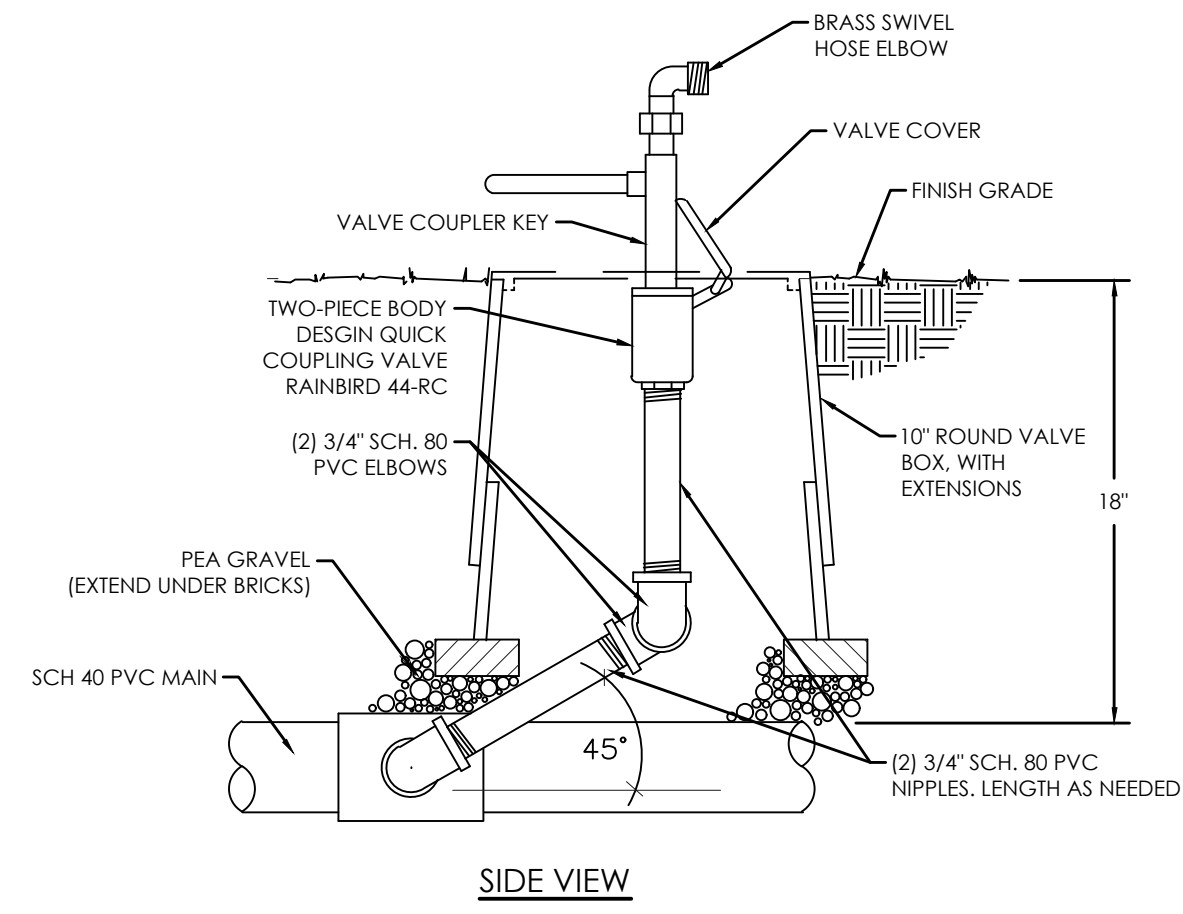
L2.3



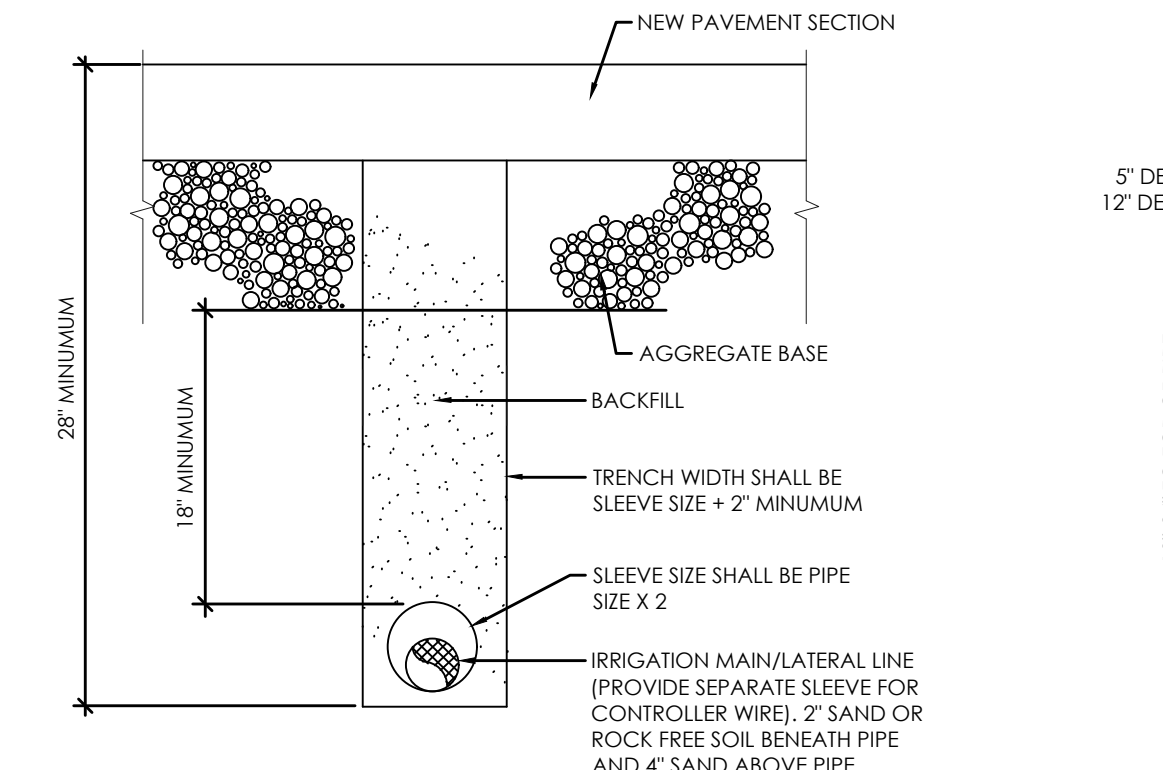
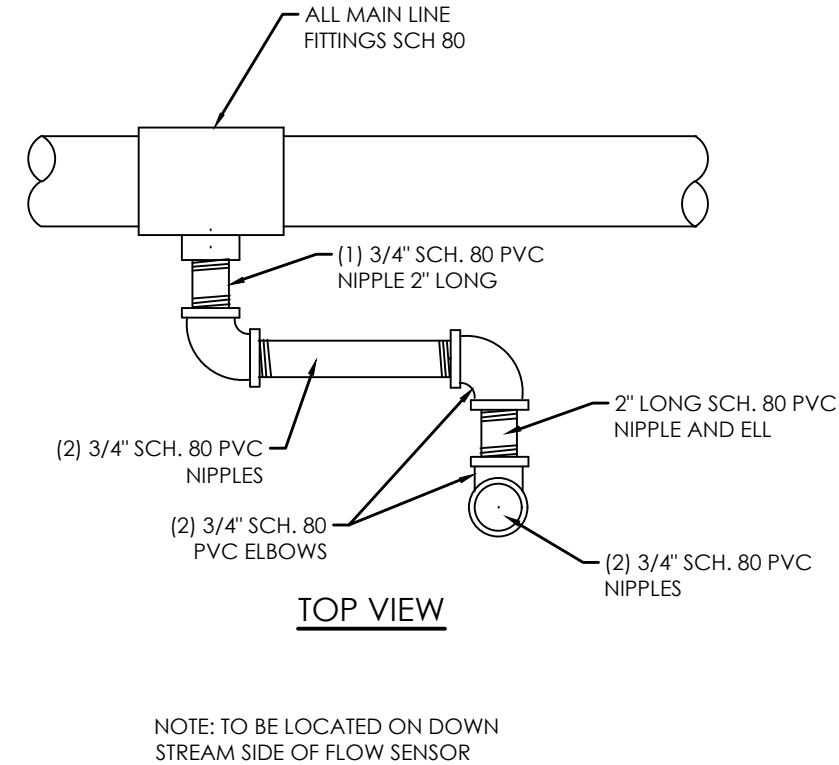
A REDUCED PRESSURE BACK FLOW PRESSURE
NOT TO SCALE



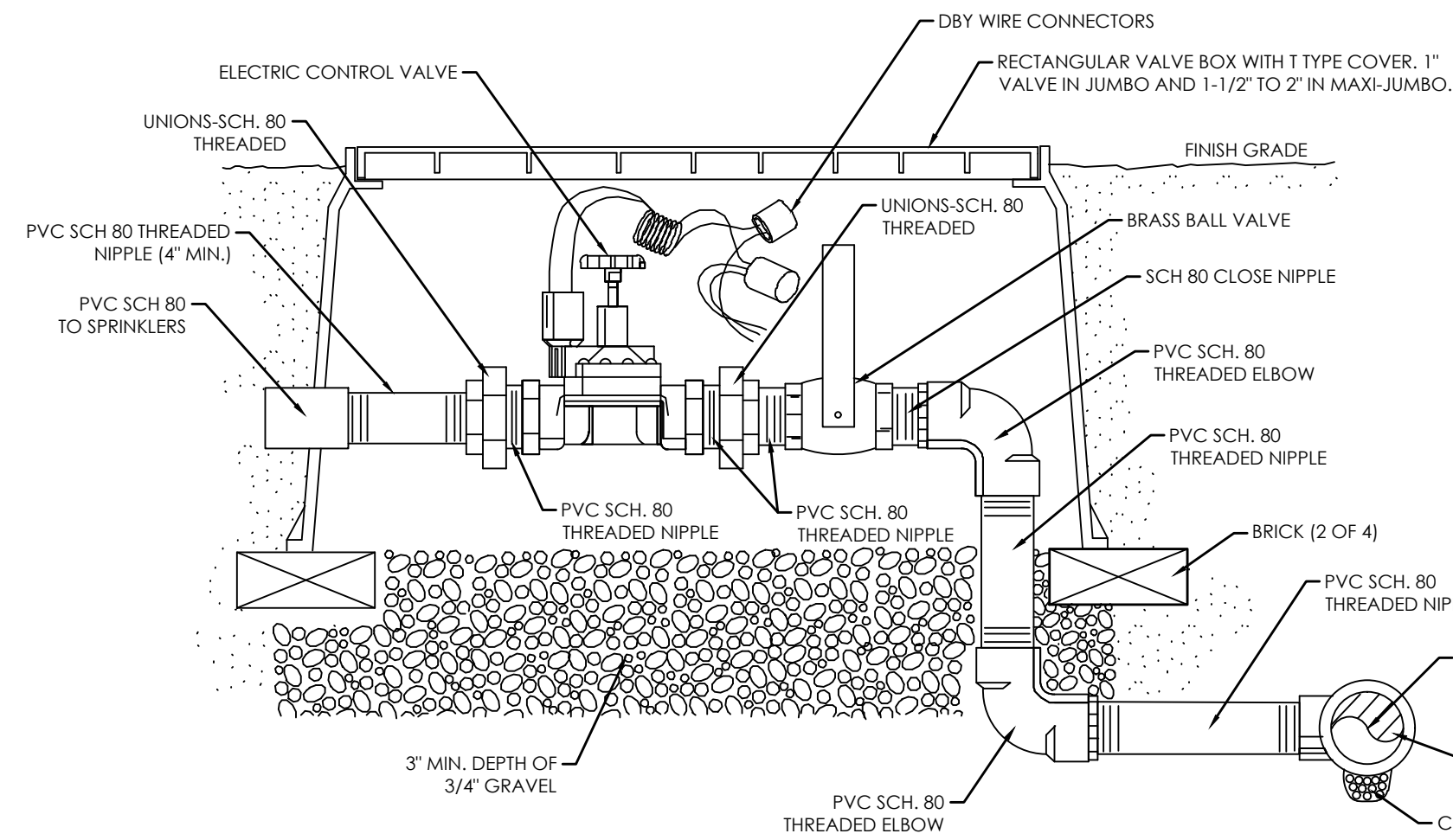
B STOP & WASTE VALVE DETAIL
NOT TO SCALE



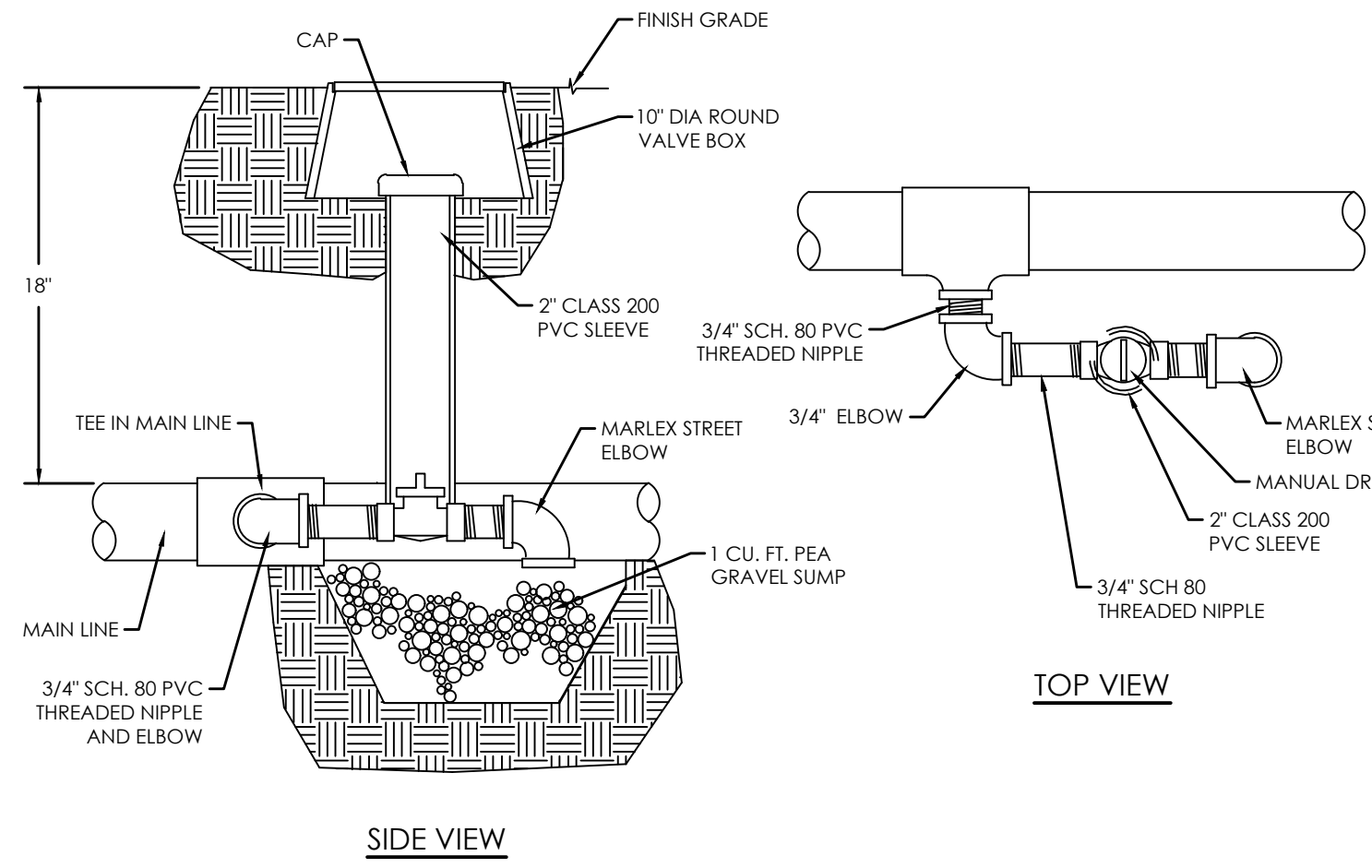
C QUICK COUPLING VALVE
NOT TO SCALE



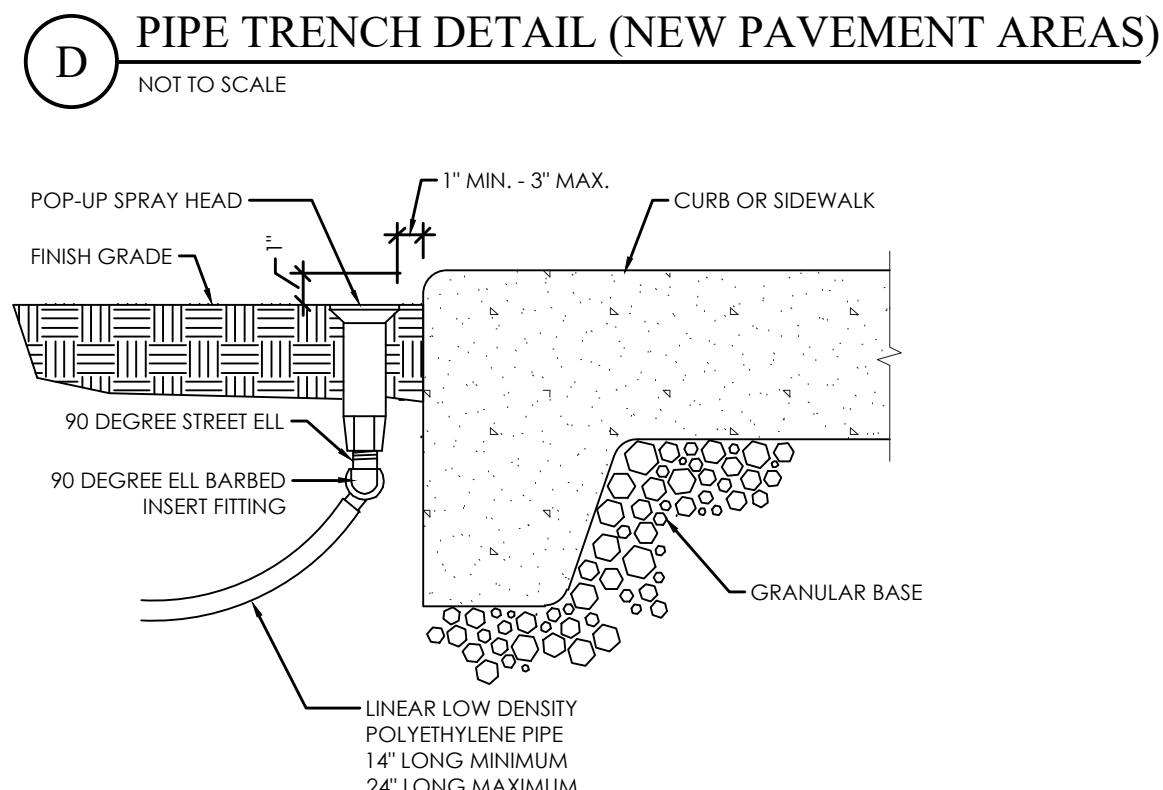
E TRENCH SECTION
NOT TO SCALE



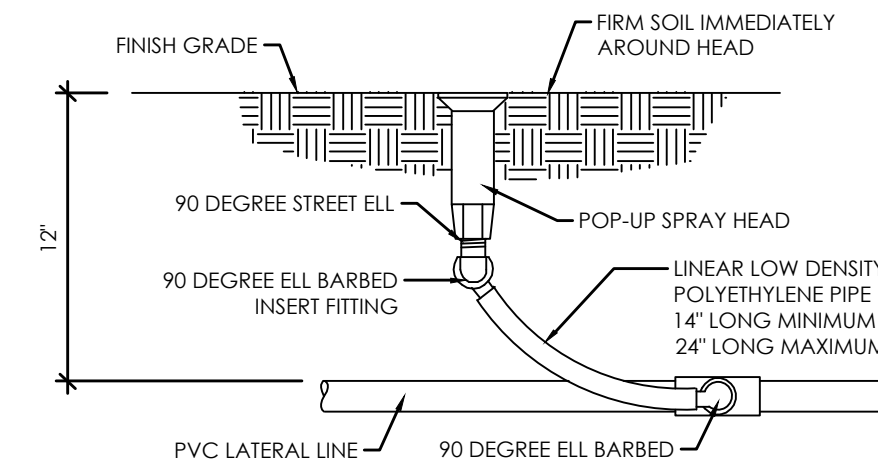
F ELECTRONIC CONTROL VALVE
NOT TO SCALE



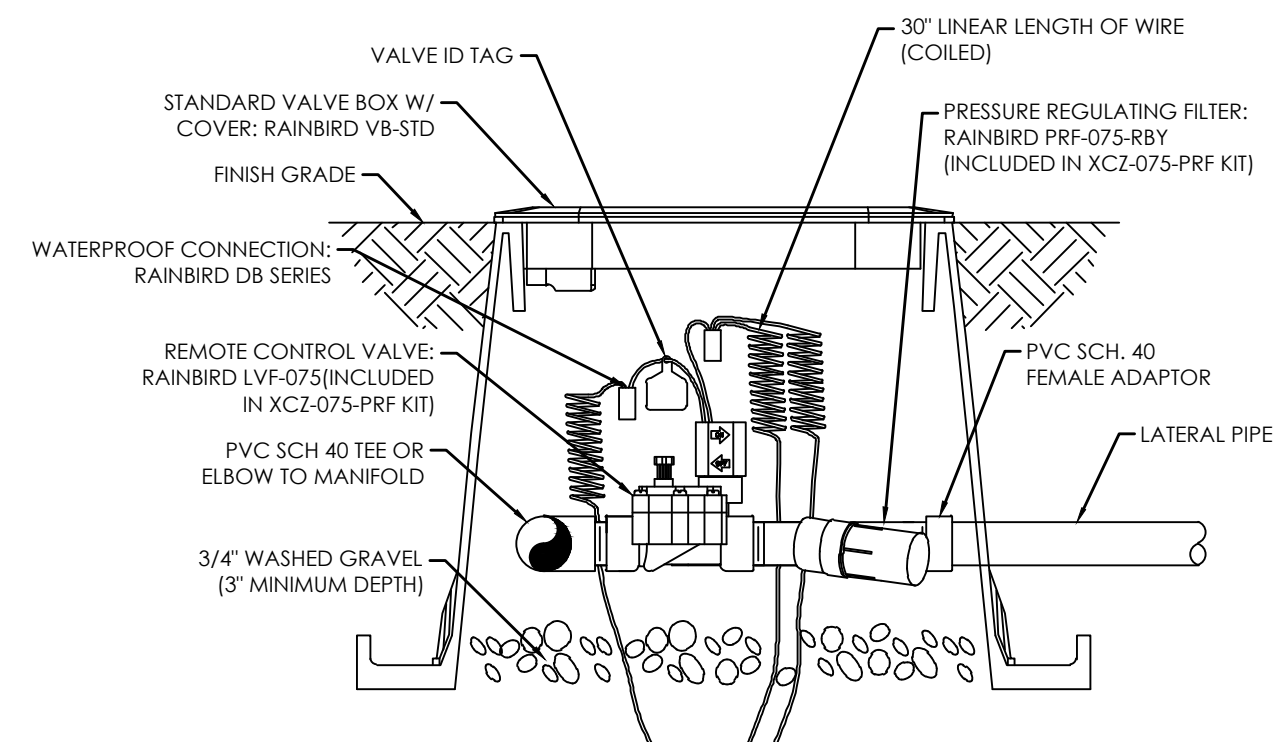
G MANUAL DRAIN VALVE
NOT TO SCALE



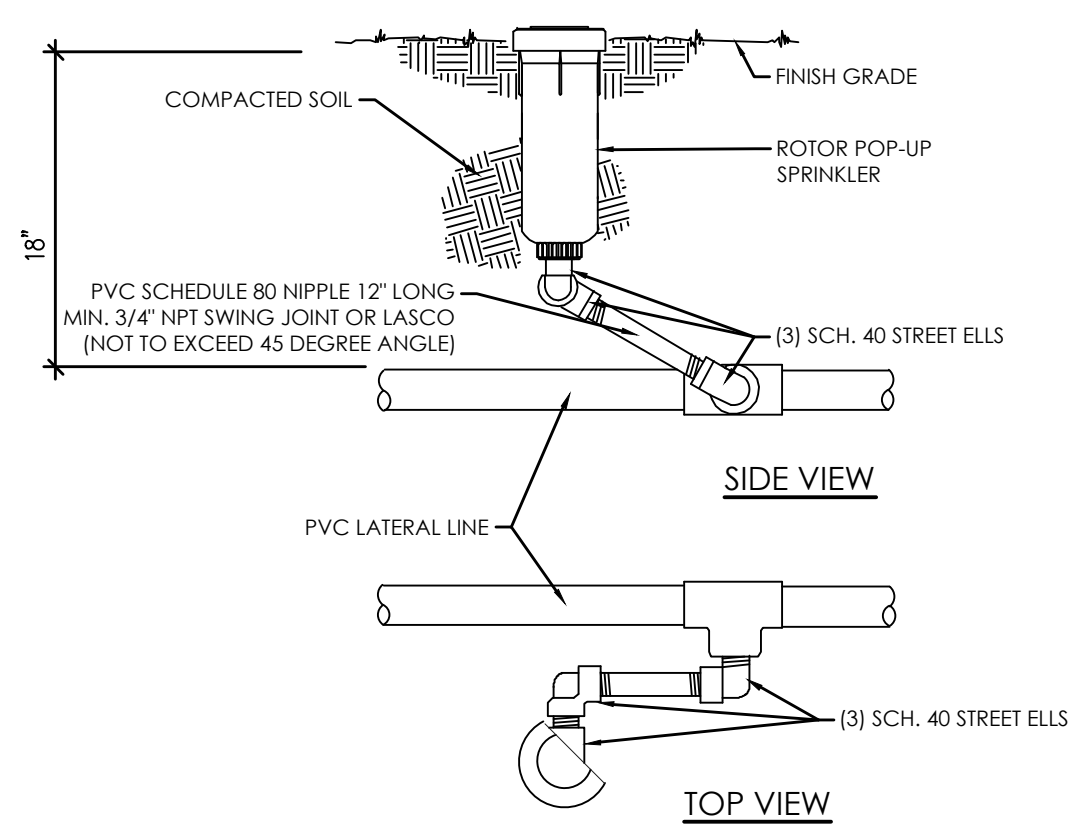
H SPRAY HEAD NEXT TO CURB OR WALK
NOT TO SCALE



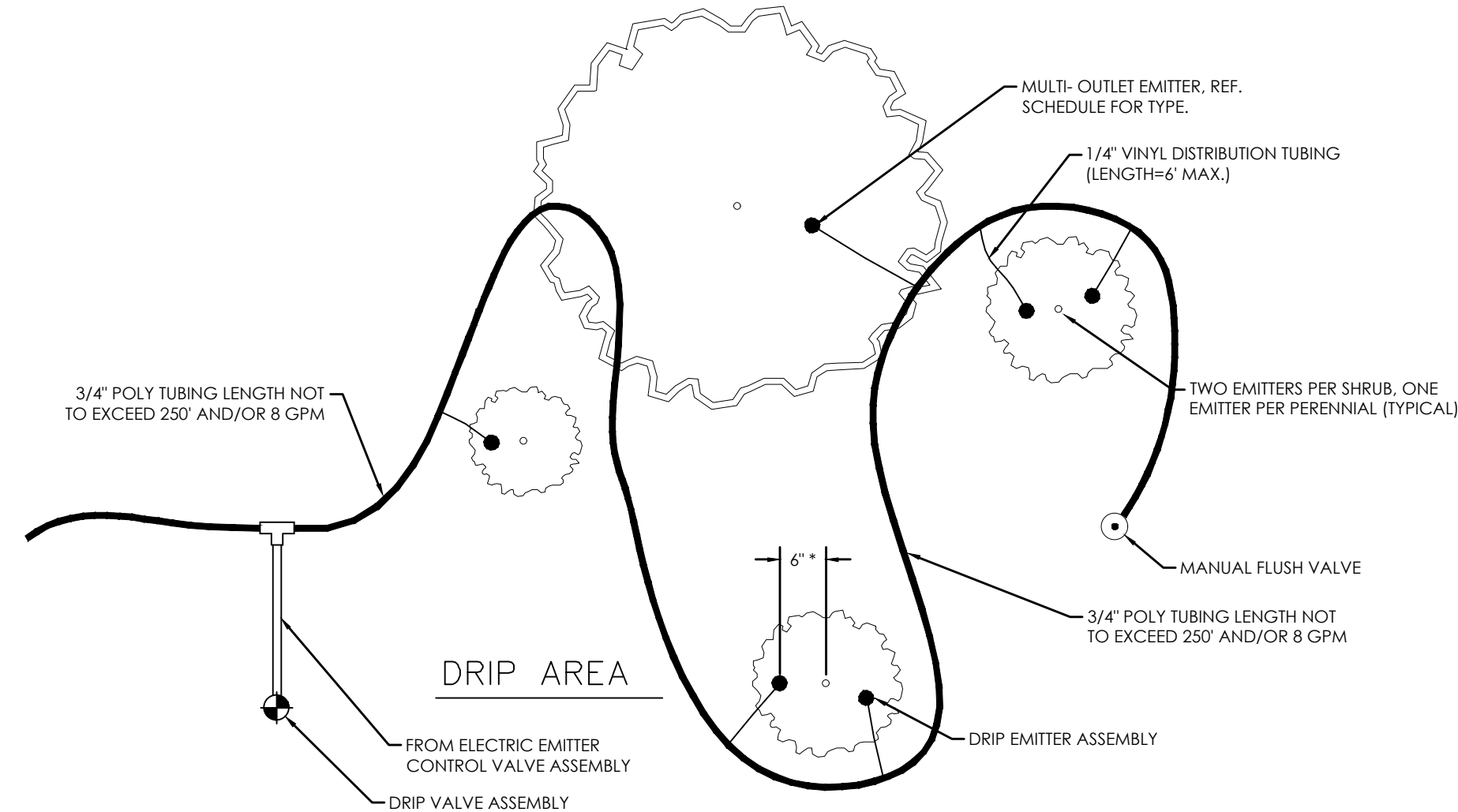
I SPRAY HEAD ASSEMBLY
NOT TO SCALE



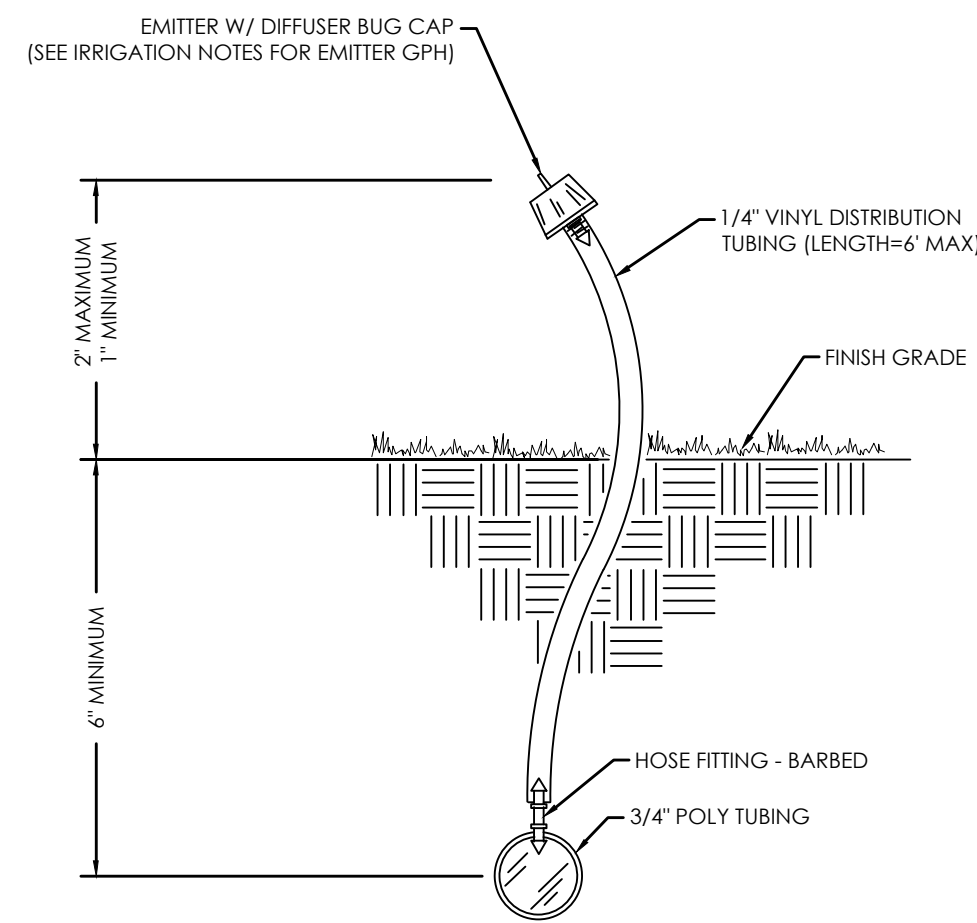
J CONTROL ZONE KIT
NOT TO SCALE



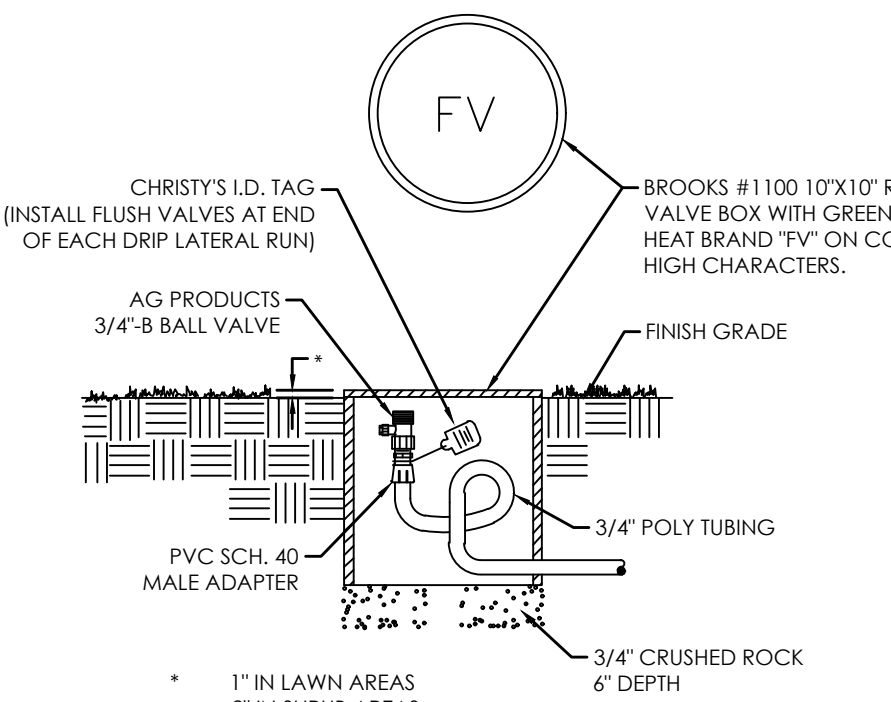
K ROTOR POP-UP HEAD
NOT TO SCALE



L TYPICAL DRIP EMITTER LAYOUT
NOT TO SCALE



M DRIP EMITTER ON VINYL TUBING RISER
NOT TO SCALE



N MANUAL FLUSH VALVE
NOT TO SCALE

REVISION BLOCK		DESCRIPTION
1	DATE	
2	DATE	
3	DATE	
4	DATE	
5	DATE	
6	DATE	

IRRIGATION DETAILS	
Scale:	Drawn: BW
Date: 07/03/2024	Job #: 24-0230
Sheet:	L2.4

see
WHAT
COULD
BE
...

CENTURY COMMUNITIES - FARMHOUSE -
COLOR PALLETTE 1

SW 7006
Extra White

SW 6258
Tricorn Black

SW 7622
Homburg Gray

- ARCHITECTURAL FEATURES
- 1) POPOUTS

2) PORCHES

3) DECORATIVE GABLES/VENTS

4) COLUMNS

5) DECORATIVE TRIM

6) DETAILED RAILINGS

7) ARCHITECTURAL LIGHTING

8) WINDOW GRIDS

9) DECORATIVE DOORS

10) DECORATIVE WINDOWS



REAR



RIGHT



RIGHT



FRONT

see
WHAT
COULD
BE
...

CENTURY COMMUNITIES - FARMHOUSE -
COLOR PALLETTE 2

SW 7636
Origami White

SW 7674
Peppercorn

SW 7622
Homburg Gray



REAR



RIGHT



RIGHT



FRONT

- DECORATIVE GABLE VENT
- POPOUT
- WINDOW GRIDS
- ARCHITECTURAL LIGHTING
- DECORATIVE TRIM
- COLUMN
- DECORATIVE WINDOW
- PORCH
- DECORATIVE DOOR
- RAILING

- ARCHITECTURAL FEATURES
- 1) POPOUTS
 - 2) PORCHES
 - 3) DECORATIVE GABLES/VENTS
 - 4) COLUMNS
 - 5) DECORATIVE TRIM
 - 6) DETAILED RAILINGS
 - 7) ARCHITECTURAL LIGHTING
 - 8) WINDOW GRIDS
 - 9) DECORATIVE DOORS
 - 10) DECORATIVE WINDOWS

see
WHAT
COULD
BE
...

CENTURY COMMUNITIES -
MODERN FARMHOUSE -
COLOR PALLETTE 3

SW 7004
Snowbound

SW 7076
Cyberspace

SW 6253
Olympus White

SW 6993
Black of Night

ARCHITECTURAL FEATURES

- 1) POPOUTS
- 2) PORCHES
- 3) DECORATIVE GABLES/VENTS
- 4) COLUMNS
- 5) DECORATIVE TRIM
- 6) DETAILED RAILINGS
- 7) ARCHITECTURAL LIGHTING
- 8) WINDOW GRIDS
- 9) DECORATIVE DOORS
- 10) DECORATIVE WINDOWS



REAR



LEFT



RIGHT



FRONT

see
WHAT
COULD
BE
...

CENTURY COMMUNITIES -
MODERN FARMHOUSE -
COLOR PALLETTE 4

SW 6532
Aura White

SW 6002
Essential Gray

SW 6258
Tricorn Black

ARCHITECTURAL FEATURES

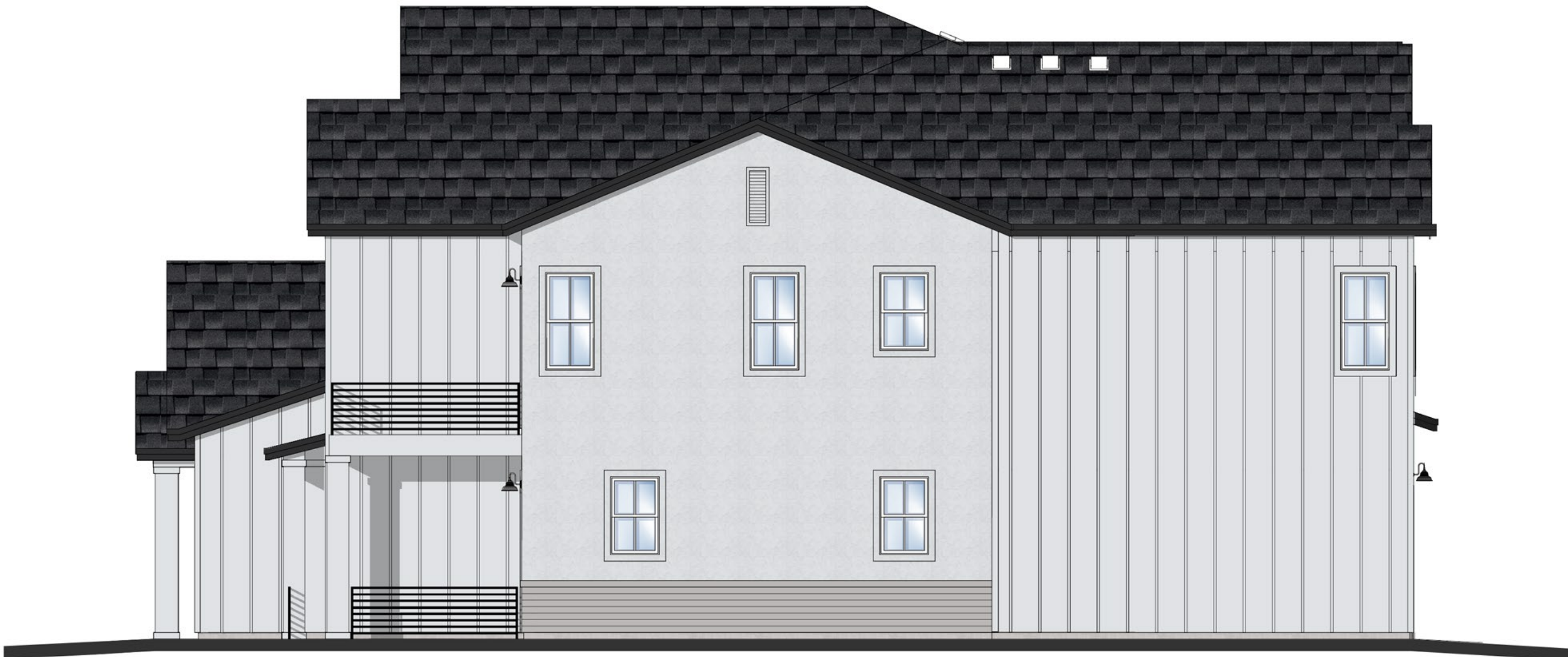
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- 2) PORCHES
- 3) DECORATIVE GABLES/VENTS
- 4) COLUMNS
- 5) DECORATIVE TRIM
- 6) DETAILED RAILINGS
- 7) ARCHITECTURAL LIGHTING
- 8) WINDOW GRIDS
- 9) DECORATIVE DOORS
- 10) DECORATIVE WINDOWS



REAR



LEFT



RIGHT



FRONT

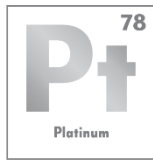
03.03.2025 – Email message:

Chase and Toby,

Here are the two open space worksheets. For phases 1 & 2 the park required 510 and we provided 755 leaving a remaining 245 points to be applied to Phase 3.

The Required points needed for phase 3 are 378, we have provided 233 with the additional 245 we have a total of 478. This is well above the required 378 for this phase and I'm not counting the clubhouse or pool as part of these points.

Thanks,



MATHEW CHRISTENSEN
SITE CIVIL RESIDENTIAL
JUNIOR PROJECT MANAGER 3

O: 801-352-0075

M: 801-201-9207

MCHRISTENSEN@FOCUS-ES.COM

FOCUS-ES.COM

6949 S. HIGH TECH DRIVE
SUITE 200
MIDVALE, UT 84047



PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units 167 Townhomes	x 1,000 =	Required Open Space (Square Feet) ^a 167,000 sq ft	Required Open Space (Acres) ^b 3.78 Acres
		/ 43,560 =	

Park Fee-In-Lieu (if applicable)		
Required Open Space (Square Feet) ^a sq ft	x \$5.75 =	Total Fee-In-Lieu \$

Required Amenity Points		
Required Open Space (Acres) ^b 3.78 Acres	x 100 =	Required Amenity Points 378 Points

PINNACLES PHASE 1 & 2
TOTAL PARK POINTS REQUIRED =510
PROVIDED =755

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2		
Bicycle Rack (4+ bikes)	2		
Trees (5) (A majority must be shade trees) (Open Space Trees)	2	99 trees	40
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	2058	123
Parking* (5 stalls)	6	58	70
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		
Playground Equipment* per \$1,000	2		
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100		
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other:	Varies		
Other:	Varies		
TOTAL	233 points provided + 245 Points Additional From Pinnacle Park=		478

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
THE PINNACLES**

THIS MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and **B&H Land Holding, LLC**, a Utah limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of approximately 161 acres of real property as described in Exhibit A (the “**Property**”).

B. On April 6, 2021, the Eagle Mountain City Council approved the rezone of portions of the Property (Exhibit B, the “**Rezone Exhibit**”) and a general plan amendment, which included review of the Concept Plan which is attached hereto as Exhibit C (the “**Concept Plan**”).

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2021) *et seq.*

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

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

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

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

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan.

1.4. **Business Campus Parcel** means that portion of the Property consisting of approximately 65.34 acres as shown on Concept Plan as the “Business Campus.”

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

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

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

1.8. **Commercial Parcel** means that portion of the Property consisting of approximately 16.7 acres shown on the Concept Plan as “Commercial.”

1.9. **Concept Plan** means the Concept Plan for the Project reviewed by the Eagle Mountain City Council, and attached hereto as Exhibit C.

1.10. **Conditions of Approval** means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and General Plan Amendment, as specifically set forth in the Notice of Decision (defined below).

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

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

1.13. **Developer** means B&H Land Holding, LLC, and its successors in interest or assignees as permitted by this MDA.

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

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

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

1.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.18. **Multi-Family Parcels** means that portion of the Property consisting of approximately 13.98 acres as shown on Concept Plan as the “MF1 Zone” and the “MF2 Zone.”

1.19. **Multi-Family Unit** means a unit that is one of the Residential Units in the Multi-Family Parcel.

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

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

1.22. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision, which include certain terms and conditions for development of the Project. A copy of the Notice of Decision is attached hereto as Exhibit D.

1.23. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi)(2021).

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

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

1.26. **Property** means the approximately 161 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

1.28. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

1.29. **Residential Parcel** means that portion of the Property consisting of approximately 65 acres as shown on Concept Plan and designated as R2 Lots, R3 Lots or RC Lots.

2. **GENERAL DEVELOPMENT OF THE PROJECT.**

2.1. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), the Concept Plan, the Notice of Decision, and this MDA.

2.2. **Development Requirements.** Eagle Mountain has approved the Concept Plan for the Project which shall serve as the Master Development Plan map. Developer shall construct the Project in accordance with the Concept Plan and the Conditions of Approval as set out in the Notice of Decision.

3. **PROPERTY ZONING AND DEVELOPMENT.**

3.1. **Business Campus.** The Business Campus Parcel is currently zoned Agriculture. The parties acknowledge that "business campus" is based on a designation within the General Plan and not a zoning designation. Subject to a future rezoning approval, the Business Campus Parcel shall be developed with commercial uses consistent with the Employment Center Campus designation in the General Plan. Developer acknowledges that the City's Future Land Use and Transportation Corridors Map (and Transportation Master Plan) includes a future freeway that traverses a portion of the Business Campus parcel. Without waiving the right to seek compensation for dedication of the land for the future freeway, Developer acknowledges and agrees to work with the City and/or UDOT to preserve the freeway right-of-way for future freeway development.

3.2. **Commercial Neighborhood.** The Commercial Parcel is zoned Commercial Neighborhood (CN). The Commercial Parcel shall be developed in accordance with Chapter 17.35 of the City's Vested Laws.

3.3. Multi-Family Parcels. The Multi Family Parcel is zoned as follows:

Zoning	Area (acres)
MF2	Approx. 5.6
MF1	Approx. 8.4

The Multi-Family Parcels shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. Prior to development in the MF1 and MF2 zones, Developer shall submit to the City and receive approval of a Site Plan that meets the zoning and development requirements of the City's Vested Laws for the MF1 and MF2 zones.

Developer acknowledges that the future freeway traverses the northwest corner of the MF2 parcel. Without waiving the right to seek compensation for dedication of the land for the future freeway, Developer acknowledges and agrees to work with the City and/or UDOT to preserve the freeway right-of-way for future freeway development.

3.4 Single Family Residential Parcel. The Residential Parcel is zoned as follows:

Zoning	Acres
RC	Approx. 18.25
R3	Approx. 23.17
R2	Approx. 17.03

The Residential Parcel shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. The lot configuration and road location within the RC, R3, and R2 areas shall be consistent with the configuration on the Concept Plan.

4. ROADS AND TRAFFIC.

4.1 Internal Roadways. The Land Use Plan depicts the major proposed roadways and access for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

4.2 Aviator Avenue. Developer shall dedicate to the City by plat map 38.5 feet along the south edge of the Project in conjunction with the recording of the first plat for the Project, and Developer shall construct improvements to complete Aviator Avenue to the City's standard 77' right-of-way as follows: 1) Aviator Avenue east of the eastern access road shall be

completed prior to the first plat in the Residential Parcel or Developer shall provide completion assurance in accordance with Chapter 16.30 of the City's Vested Laws; 2) Aviator Avenue between the eastern access road and the western property line shall be completed prior to the western access road, but not later than the first plat in the RC, MF1, or MF2 zones, or Developer shall provide completion assurance in accordance with Chapter 16.30 of the City's Vested Laws.

5. PARKS AND OPEN SPACE.

5.1. **Park Plan.** The Concept Plan shows the location of an approximately 6.5-acre park within the Residential Parcel ("**City Park**"). A concept plan for the City Park is included in the Utility Plan attached as Exhibit E. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. The City may approve Developer constructing improved open space within the Multi-Family Parcels to meet a portion of the park and improved open space requirements for the Project. Prior to recording the first preliminary plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director. Developer acknowledges and agrees that the City Park does not fulfill the clubhouse and swimming pool requirement for the Multi-Family Parcels set forth in Section 17.25.050(L) of the City's Vested Laws.

5.2 **Dedication of Park Improvements.** The City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the subdivision plats that utilize the areas for Improved Open Space credit or with the recording of adjacent plats. The parties anticipate that all large Improved Open Space areas (larger than 2 acres and specifically including the City Park) with play field or other amenities will be dedicated to and maintained by the City and small open space areas will be dedicated to and maintained by the HOA.

6. VESTED RIGHTS.

6.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, City's Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

6.2. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain's Future Laws to the Project as specified in Section 9 are subject to the following exceptions:

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

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

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

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

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

6.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; or,

6.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

7. **TERM OF AGREEMENT.** In accordance with Section 16.10.080 of the City's Vested Laws, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

8. **BENCHMARKS.** As required by Section 16.10.080(B) of the City's Vested Laws, the following development benchmarks shall occur. The parties acknowledge that Developer may plat and/or develop the project in multiple separate phases.

8.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as

noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

8.2. **City Park.** In accordance with 16.35.105(A)(10) of the City's Vested Laws, the approximately 6.5-acre park shall be fully completed prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In addition, the City Park must be completed prior to the City recording a final plat that includes more than 50% of the area within the RC, R3, and R2 zones. In the case of inclement weather the applicant may request an extension to this timeline, to be considered at the discretion of the City.

9. **PROCESSING OF DEVELOPMENT APPLICATIONS.** The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or City's Vested Laws (or, if applicable, City's Future Laws).

10. **PUBLIC INFRASTRUCTURE.**

10.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

10.2. **Utility Plan.** Attached hereto as Exhibit E is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan. Developer may utilize a private sewer lift station located in the southwest corner of the City Park, provided that the lift station is owned and maintained by the HOA.

10.3. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by City's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on City's Vested Laws.

11. **UPSIZING/REIMBURSEMENTS TO DEVELOPER.** Eagle Mountain may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth

around the Project. If City requires upsizing, City and Developer shall first enter into an Impact Fee Reimbursement Agreement or similar payment reimbursement agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. Notwithstanding the foregoing or anything else to the contrary contained herein, in no event shall Developer be required to upsize any improvements (or incur any costs for upsizing any improvements) if the Impact Fee Reimbursements available to Developer are not sufficient to cover the increased costs of such upsizing.

12. DEFAULT.

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

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

12.2.1. Specific Claim. Specify the claimed event of Default;

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

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

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

12.4. **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

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

13. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT,

SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

15. NOTICES. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

B&H Land Holdings, LLC
Attn: Brandon Harrison
10769 S Rippling Bay
South Jordan, UT 84009

To Eagle Mountain:

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

16. HEADINGS. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

17. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE. This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

18. ASSIGNABILITY. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed. A denial of consent shall only be allowed if the proposed assignee does not have the financial capability of fulfilling the assigned rights and responsibilities.

18.1. Sale of Lots. Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

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

18.4. Sale of a Parcel. 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. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent subdivision of the Parcel that creates individually developable lots.

18.5. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

19. NO WAIVER. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

20. SEVERABILITY. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

21. FORCE MAJEURE. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party

obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

22. TIME IS OF THE ESSENCE. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

23. APPLICABLE LAW. This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

24. VENUE. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

25. ENTIRE AGREEMENT. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

26. MUTUAL DRAFTING. Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

27. RECORDATION AND RUNNING WITH THE LAND. This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of City's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

28. AUTHORITY. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

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

DATED this 18 day of NOVEMBER, 2021.

B&H LAND HOLDING, LLC

By: [Signature]

Print Name: BRANDON HARRISON

Title: MEMBER

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS.
COUNTY OF SALT LAKE)

On the 18 day of NOVEMBER, 2021, personally appeared before me BRANDON V. HARRISON, who being by me duly sworn, did say that (s)he is the MEMBER of **B&H Land Holding, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC



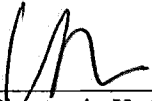
DATED this 18 day of NOVEMBER, 2021.

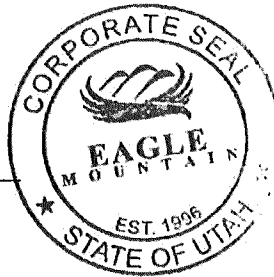
EAGLE MOUNTAIN CITY

[Signature]
Tom Westmoreland, Mayor

ATTEST:

ATTEST:


BY: Lianne Pengra
Fionnuala Kofoed, City Recorder



Approved as to form:


City Attorney

TABLE OF EXHIBITS

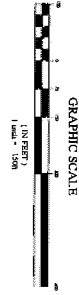
Exhibit "A"	Legal Description of Property
Exhibit "B"	Rezone Exhibit
Exhibit "C"	Concept Plan
Exhibit "D"	Notice of Decision
Exhibit "E"	Utility Plan

Exhibit "A"
Legal Description of Property

The Southwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; also being described as follows:

Beginning at the West quarter corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°42'28" East along quarter section line 2662.37 feet; thence South 0°51'19" West along quarter section line 2662.08 feet to the South Quarter Corner of said Section 2; thence North 89°50'15" West along section line 2638.96 feet to the Southwest Corner of said Section 2; thence North 0°21'17" East along section line 2640.78 feet to the point of beginning.

Area = 161.33 Acres



ZONING DESIGNATIONS	
CN	16.7 ACRES
R2	17.0 ACRES
R3	23.2 ACRES
RC	18.3 ACRES
MF1	8.4 ACRES
MF2	5.6 ACRES
OS-I	6.5 ACRES
TOTAL ACREAGE	139.7 ACRES



THE PINNACLES zoning exhibit

EAGLE MOUNTAIN CITY, UTAH COUNTY

11/5/2021

21-0016

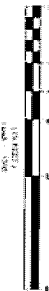
Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary area and dimensions as well as other potential boundary conflicts.



Exhibit "C"
Concept Plan



GRAPHIC SCALE



PROPERTY OVERVIEW

SINGLE FAMILY ACRES	65.0 ACRES
MULTI FAMILY ACRES	14.0 ACRES
COMMERCIAL ACRES	16.7 ACRES
BUSINESS CAMPUS ACRES	65.7 ACRES
TOTAL ACRES	161.3 ACRES

CONCEPT DESIGN

R2 LOTS	47
R3 LOTS	87
RC LOTS	88

TOTAL UNITS 222

TOTAL RESIDENTIAL DENSITY 3.4 UNITS/ACRE

OPEN SPACE

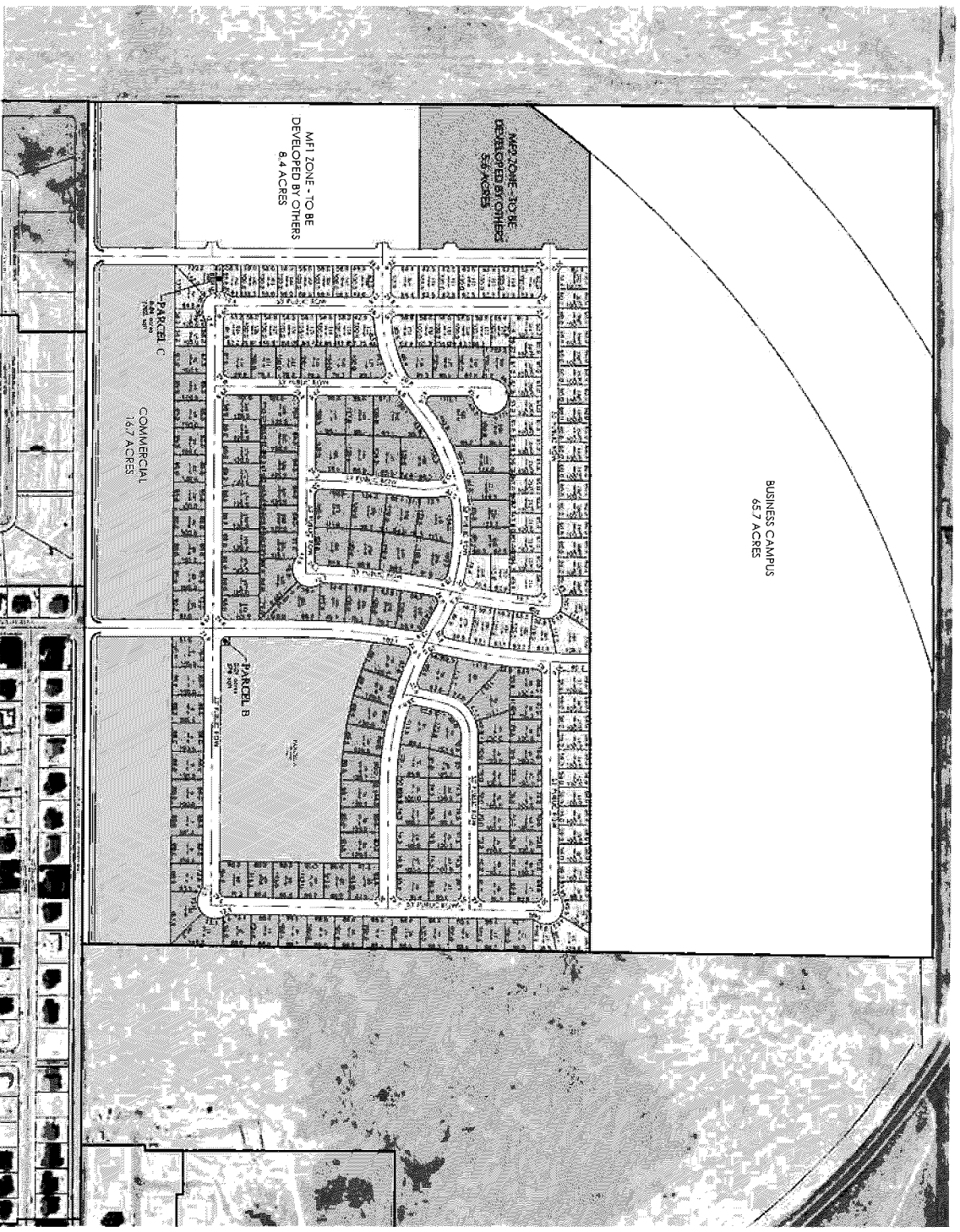
REQUIRED	5.0 ACRES (173,000 SQFT)
PROVIDED	6.6 ACRES (286,224 SQFT)

AVERAGE LOT SIZE

R2 LOTS	11,430 SQFT
R3 LOTS	8,504 SQFT
RC LOTS	6,406 SQFT

ZONING REQUIREMENTS

	R2	R3	RC
MAX GROSS DENSITY			
MIN LOT SIZE	6,000 SQFT	5,000 SQFT	4,000 SQFT
MIN REQUIRED LOT SIZE	7,000 SQFT	5,500 SQFT	4,500 SQFT
REQUIRED IMPROVED OPEN SPACE	500 SQFT/LOT	1,000 SQFT/LOT	1,000 SQFT/LOT
MIN LOT FRONTAGE	30	40	50
MIN LOT FRONT SETBACK (85-440)	40	20	20
FRONT SETBACK	25	15	15
FRONT GARAGE SETBACK	20	20	22
REAR SETBACK	20	20	20
SIDE SETBACK (MINIMUM 5' MIN)	5	5	5
SIDE SETBACK (MAXIMUM 5' MIN)	10	10	10
SIDE SETBACK STREET FRONT	15	15	15
PARKING REQUIREMENTS	2 STALLS/UNIT R2, R3 AND 1 R4		



THE PINNACLES concept plan

EAGLE MOUNTAIN CITY, UTAH COUNTY
11/5/2021
12.07.21

Note: This plan is for illustrative purposes only. Conditions may be changed to conform with all applicable laws, codes, and regulations. It is the responsibility of the client to verify the information and to obtain all necessary permits and approvals. Boundary lines are shown for reference only and are not to be used for legal purposes.



Exhibit "D"
Notice of Decision



REZONE & GENERAL PLAN AMENDMENT NOTICE OF DECISION The Pinnacles

On April 6, 2021, the Eagle Mountain City Council approved the Pinnacles rezone and general plan amendment applications for parcel 59:034:0003 (about 161 acres – see attachment) with the following condition:

1. That the two rows of lots facing the road south of the park be changed from the R3 to the R2 zoning district.

The City may require specific performance of Developer's obligations and City may withhold issuance of any further approvals or permits with the Project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

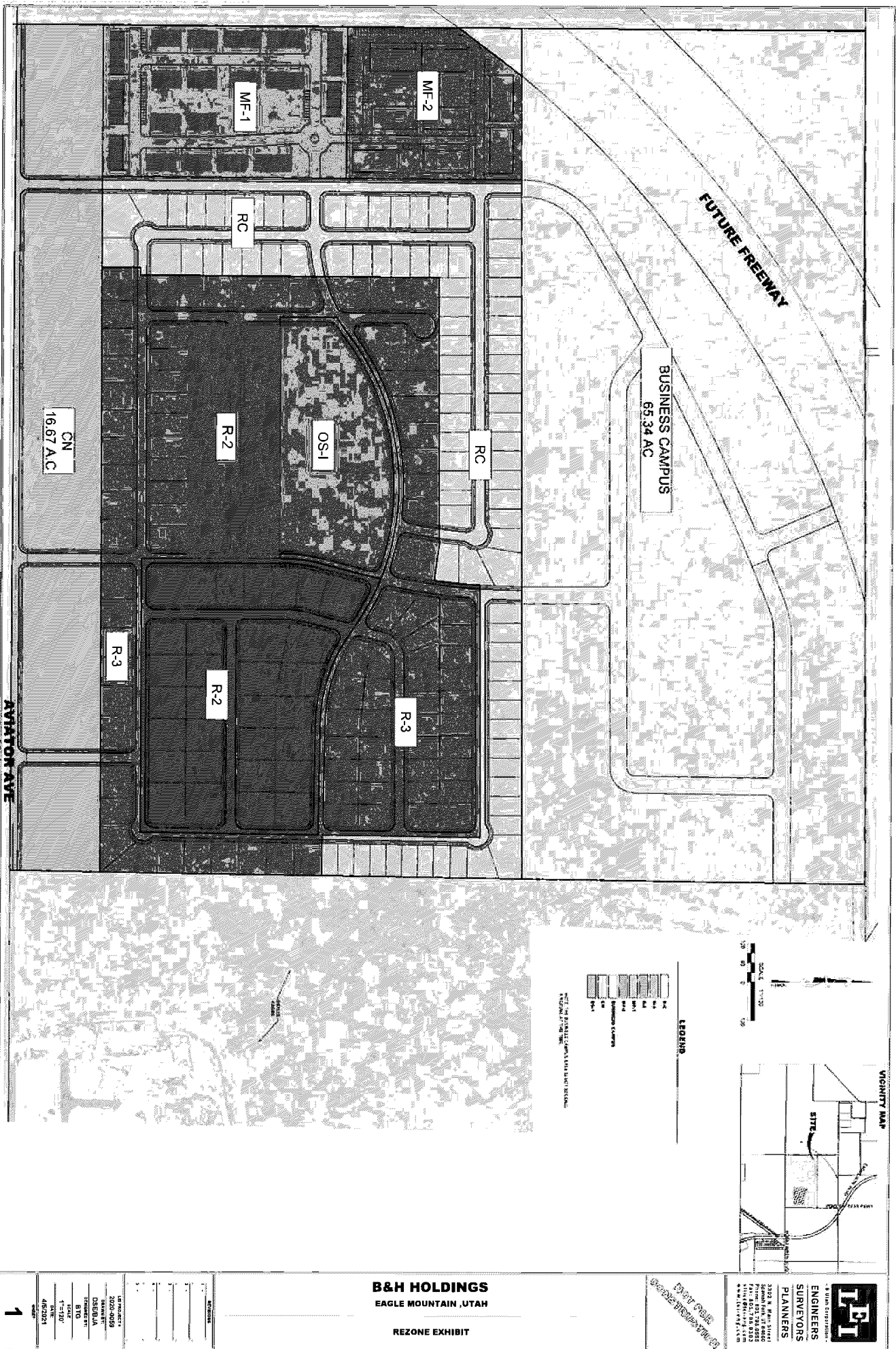
EAGLE MOUNTAIN CITY

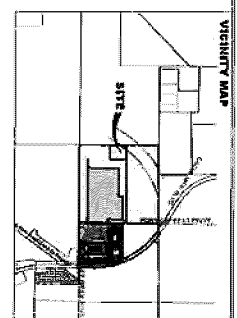
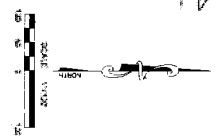
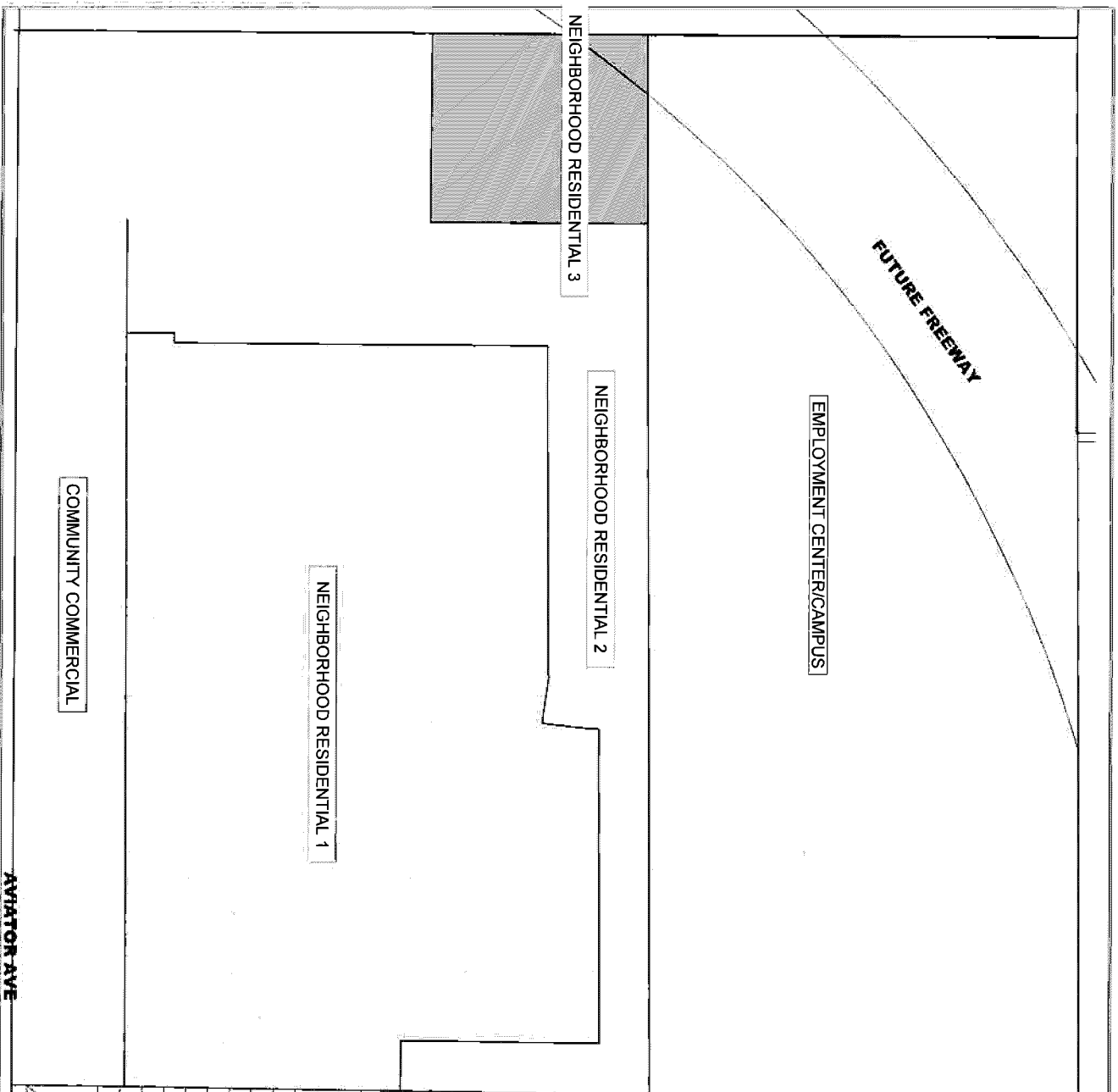
By: 
Steve Murnford, AICP
Community Development Director

Date: 4/12/21

ATTACHMENTS

Exhibit A : Rezone Exhibit
Exhibit B : General Plan Amendment





LAND USE	ACRES	% OF TOTAL
TOTAL	164.0 AC	100%
EMPLOYMENT CENTER/CAMPUS	64.0 AC	39%
NEIGHBORHOOD RESIDENTIAL 1	44.0 AC	27%
NEIGHBORHOOD RESIDENTIAL 2	37.0 AC	23%
NEIGHBORHOOD RESIDENTIAL 3	14.0 AC	9%
COMMUNITY COMMERCIAL	15.0 AC	9%

164.0 AC

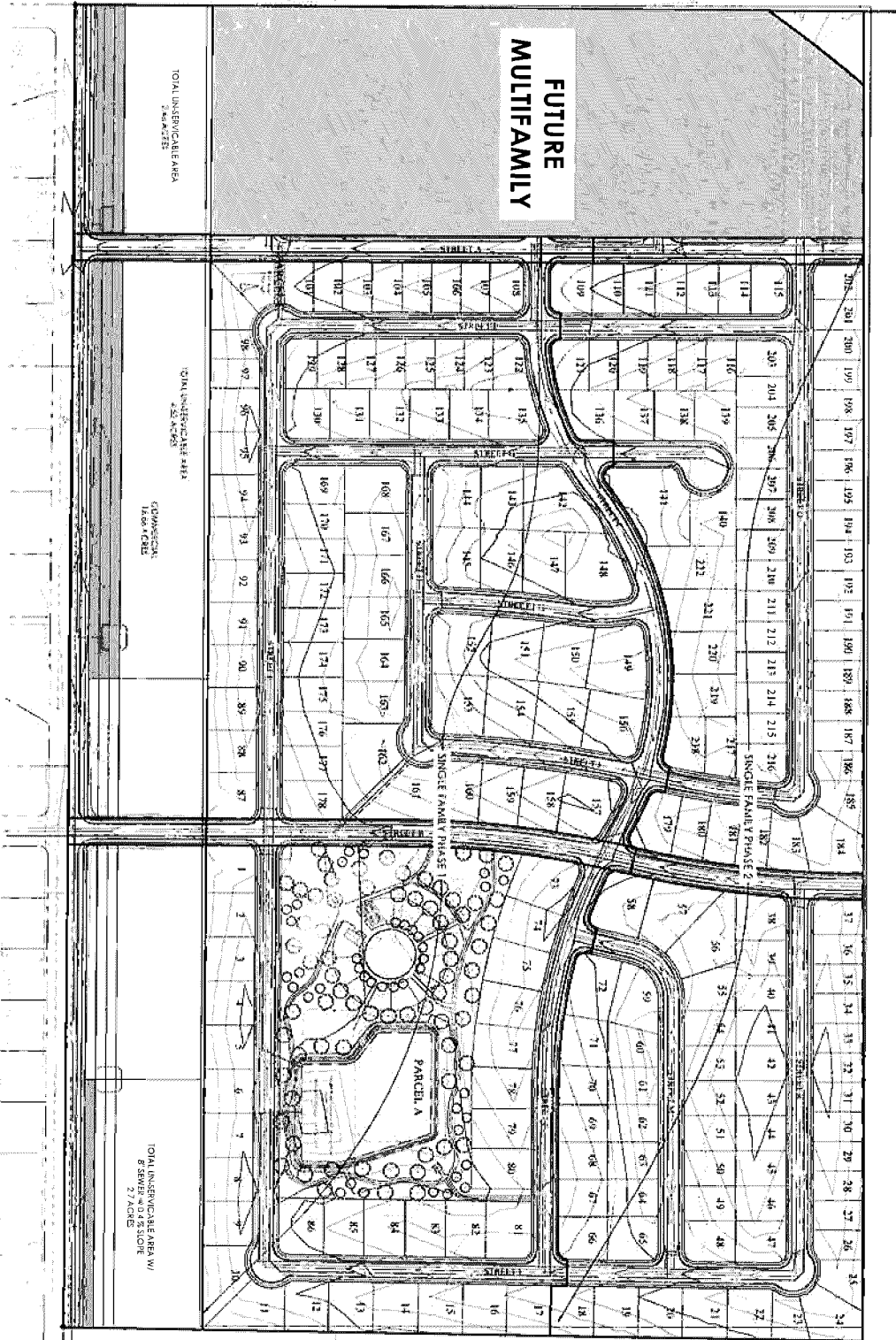
B&H HOLDINGS
EAGLE MOUNTAIN, UTAH
GENERAL PLAN AMENDMENT

LEI
ENGINEERS
SURVEYORS
PLANNERS
2005 N. Main Street
Suite 100, P.O. Box 1000
Eagle Mountain, UT 84002
PH: 801.788.9388
FAX: 801.788.9389
www.lei-engineers.com

1

4/2/2021

Exhibit "E"
Utility Plan



**FUTURE
MULTIFAMILY**

TOTAL UNSEWERABLE AREA
2.66 ACRES

TOTAL UNSEWERABLE AREA
4.25 ACRES

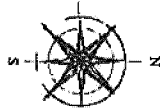
CONNECTION
16.66 ACRES

TOTAL UNSEWERABLE AREA W/
8 SEWER AND 45.5 ACRES
27.7 ACRES

GRAPHIC SCALE



NOTES: SEE REVISIONS TO NORTH ARROW IN PLAN AND WALK TO TOP OF CURB FOR CONSTRUCTION



8" SEWER @ 0.08 SLOPE	10" SEWER @ 0.25 SLOPE
8" SEWER @ 0.33 SLOPE	10" SEWER @ 0.25 SLOPE
10" SEWER @ 0.25 SLOPE	10" SEWER @ 0.25 SLOPE

LEGEND	
1" SEWER	1" SEWER
2" SEWER	2" SEWER
3" SEWER	3" SEWER
4" SEWER	4" SEWER
5" SEWER	5" SEWER
6" SEWER	6" SEWER
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THE PINNACLES EAGLE MOUNTAIN, UTAH SEWER DEPTH EXHIBIT

FOCUS
ENGINEERING AND SURVEYING, LLC
404 N. HARRIS STREET, SUITE 200
MIDVALE, UTAH 84047-1111 (801) 552-0075
www.focusnh.com

SEWER DEPTH
EXHIBIT

00



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	Harmony A-13 Preliminary Plat
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	N/A
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Residential	3.70

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the preliminary plat of Harmony A-13 with the condition that the remaining minor corrections are made and receive Staff approval.

BACKGROUND:

Harmony A-13 is proposed with 34 single-family lots with internal access to garages via private driveways. Development in Harmony is governed by a Development Agreement approved in 2018. The location of Harmony A13 in the Agreement is identified as "Alternative Design Block" (ADB) which allows for varied residential layouts. Unlike other areas of Harmony which are already approved as a preliminary plat, the ADB designation does not have a set density or lot layout. Development density for any portion of the ADB area is to be proposed at the time an application is submitted.

The Agreement shows 38 units maximum and 34 are proposed. However, Section 7 of the Agreement states, "The City makes no guarantee that the density maximum shown on the preliminary plat for these areas can be achieved."

Elevations are the same in Harmony A-13 and A-14.

ITEMS FOR CONSIDERATION:

Elevations under the current state code regarding single-family dwellings cannot be regulated by the City. However, the Agreement does state that, "All homes on lots within the project shall have a 'carriage' style or decorative, garage doors. The front of all homes will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy Board. This texture shall wrap around the front of the home at least until the first windows along each side of the home. Typical vinyl siding will not be used on the front of the homes." Any standards in approved Agreements can be enforced by the City, regardless of state code requirements.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends that the City Council approve the preliminary plat of Harmony A-13 with the condition that the remaining minor corrections are made and receive Staff approval.

ATTACHMENTS:

1. Harmony Civil
2. Harmony 13 Elevations
3. Harmony 13 Park

HARMONY PHASE 'A' PLAT '13'

CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

prepared for:

FLAGSHIP HOMES
300 SOUTH 1350 EAST, ST 2ND FLOOR
LEHI, UT 84043
PHONE: (801)766-4442

prepared by:

TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

Provide an erosion control plans including details of the BMPs to be used on this site.

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	UTILITY PLAN
3	GRADING & DRAINAGE PLAN
4	PRIVATE ALLEY'S PLAN AND PROFILES
5	DETAIL SHEET
PLAT	FINAL PLAT

ALTERNATIVE BLOCK DESIGN NOTE:

THIS AREA IS DESIGNATED AS AN ALTERNATIVE BLOCK DESIGN IN THE HARMONY MASTER DEVELOPMENT AGREEMENT WHICH REQUIRES THE HOMES FRONT ONTO THE PUBLIC STREETS OR INTO THE OPEN SPACE AREA AND THAT THE DRIVEWAYS/GARAGES ARE ACCESSED BY THE PRIVATE ALLEYS.

GENERAL NOTES:

- 1) AS-BUILT DRAWING, FORMATTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS. SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS, INCLUDING GPS COORDINATES AND ELEVATIONS FOR UTILITIES.
- 2) ALL CONSTRUCTION IS TO BE DONE AS PER EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 3) CONTRACTOR TO ENSURE ALL ADA REQUIREMENTS ARE MET AND CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE EAGLE MOUNTAIN CITY STAFF, THE CONTRACTOR, ALL SUBCONTRACTORS AND THE PROPERTY OWNER.

EAGLE MOUNTAIN CITY GENERAL NOTES:

SEWER-
Pipe bedding: ¾" gravel required 6" below, on the sides & 12" above the pipe (minimum).
Depth : Sewer main/laterals to maintain 4" of cover (minimum) from finished grade, 3' minimum from top of pipe at time of installation.
Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
Sewer Y's: 3' minimum separation between sewer Y's.
Lateral stubs: A) stubs must extend 15' into property and be marked with 2x4 painted green B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
Manholes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes.

WATER-
Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
Services & Fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ¾" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
Water Can: the water can for ¾" & 1" services will need to be 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specifications.
Hydrants: hydrants to be 5' bury (minimum).
Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot before backfill).
Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
Water line fittings: all fittings to have mega-lug followers.
Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN-
Bedding: ¾" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
ADS: all ADS pipe to be "HP" brand.
Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & and post collar pour.
Man holes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes

ROAD SECTION-
Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars, Manhole covers and water valve towers to be ¾" down from asphalt edge and concrete to be ¾" to 3/8" down from asphalt edge.

1424

1425

1438

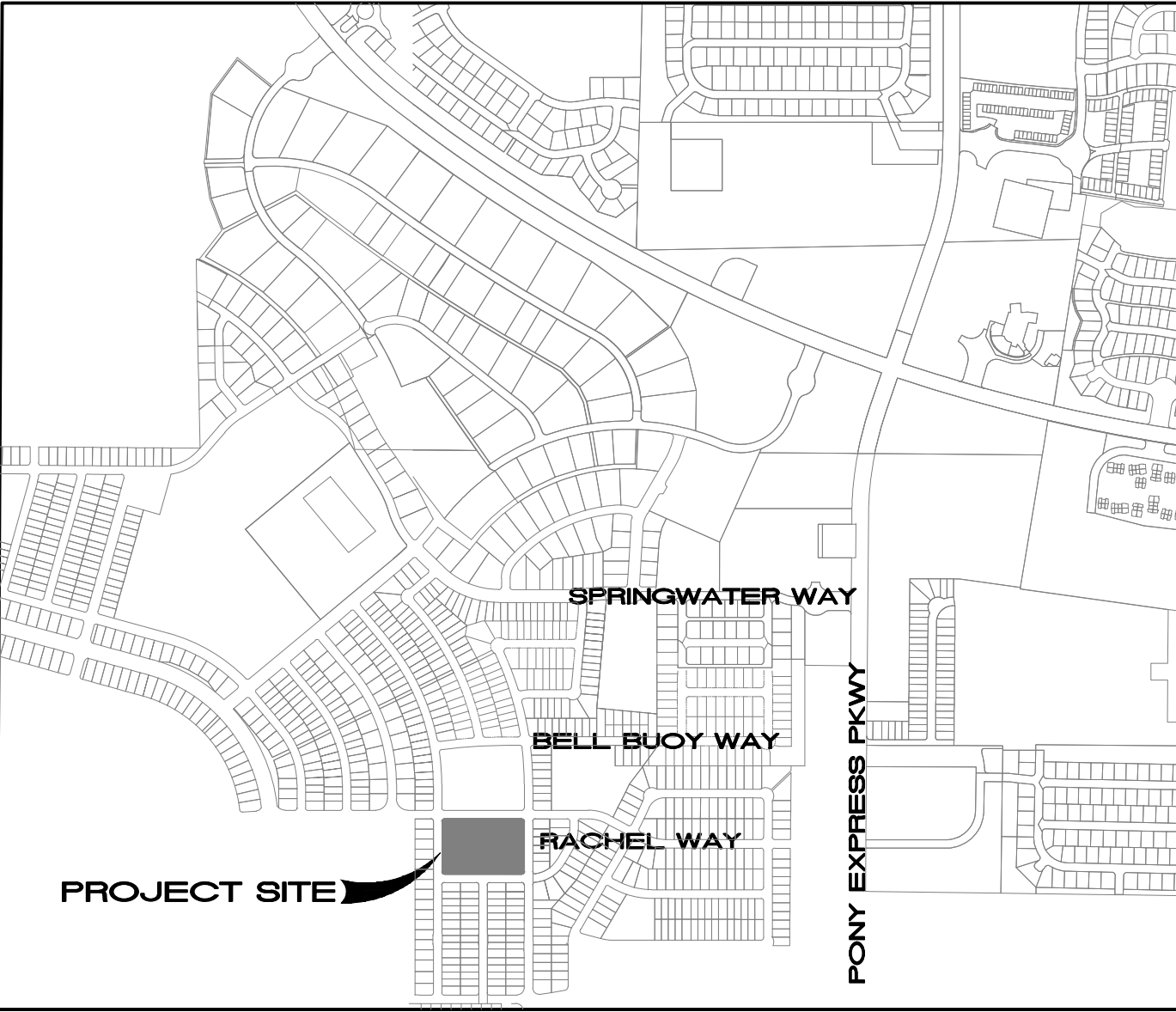
1401

RACHEL WAY

1301	PRIVATE ALLEY (WEST)	1317	PRIVATE ALLEY (EAST)	1318	1334
1302		1316		1319	1333
1303		1315		1320	1332
1304		1314		1321	1331
1305		1313		1322	1330
1306		1312		1323	1329
1307		1311		1324	1328
1308		1310		1325	1327
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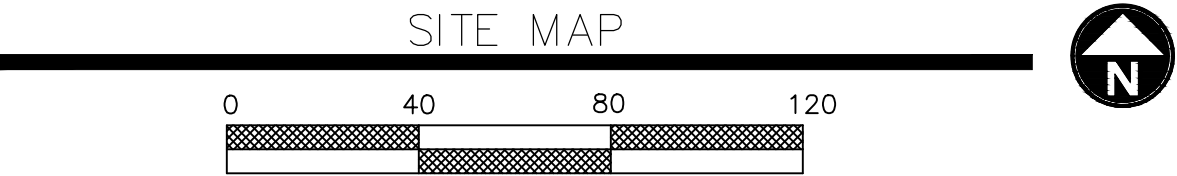
CAITLYN ST.

UFA Notes:
1. Will the units fronting open space be addressed off the private alleys or off of Rachel Way and Caitlyn St?
Units addressed off alleys will require numbers above garage door and a walkpath from the alley to the front door.
Units addressed off Rachel Way & Caitlyn St will require address monuments and walkpaths to the front doors. Provide this detail on the plans.
2. Provide a "No Parking" sign detail and show the locations of the signs on the site plan.



VICINITY MAP

LAND USE	
ACREAGE:	3.703 acres
ACREAGE IN LOTS:	2.593 acres
ACREAGE IN PRIVATE ALLEY:	0.393 acres
LARGEST LOT:	3,865 sq.ft.
SMALLEST LOT:	2,940 sq.ft.
AVERAGE LOT SIZE:	3,322 sq.ft.
LOTS:	34 LOTS
UNIT DENSITY:	9.18 LOTS PER ACRE



REVISIONS				DESIGNED BY:	TGT
NO.	DATE	DESCRIPTION	BY	DRAWN BY:	TT
1	10/17/24	RED LINES		CHECK BY:	TGT
2				DATE:	8/29/24
3				CDGD FILE:	
4					

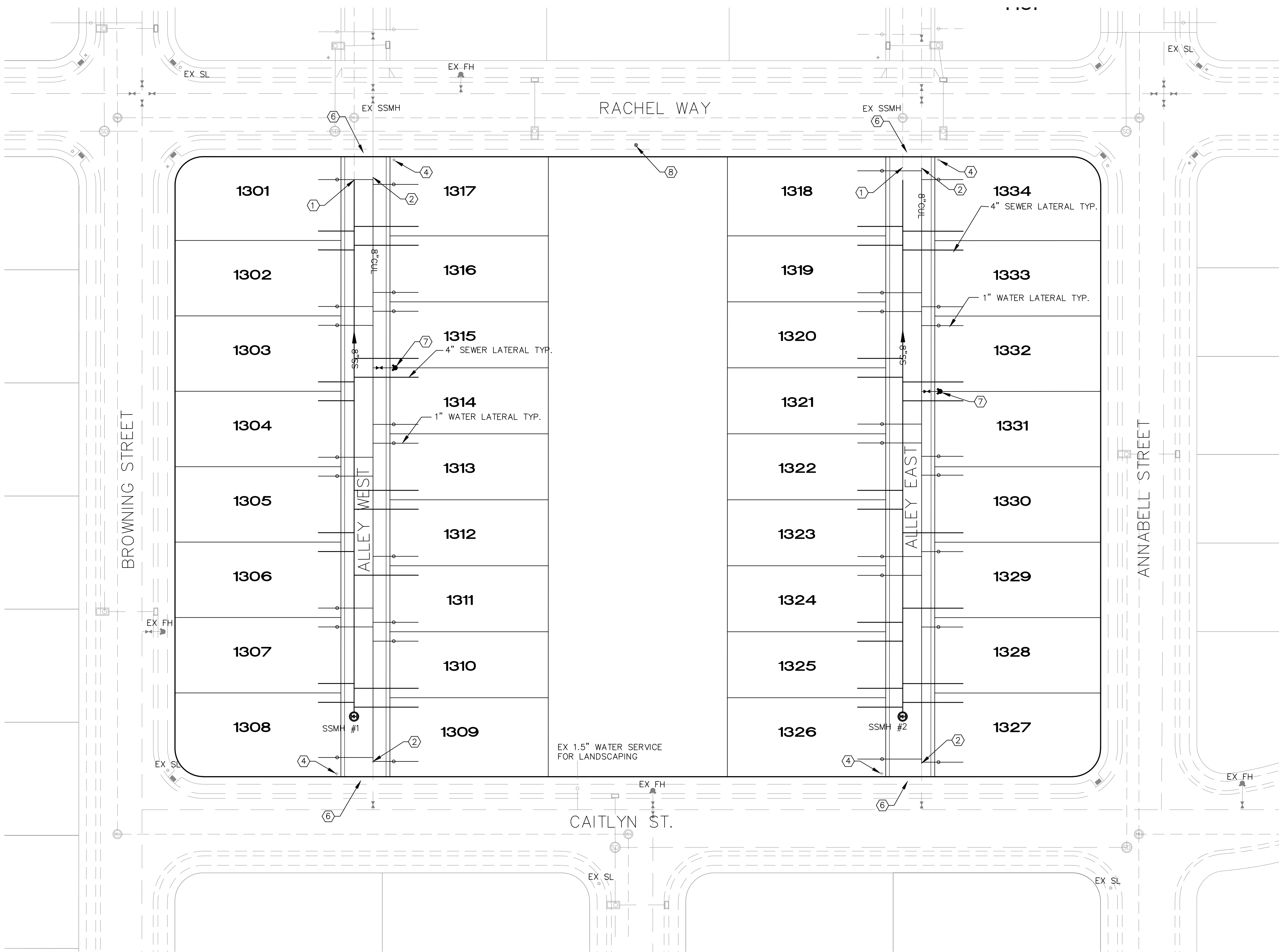
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB
FS HARMONY
SHEET NO.
1



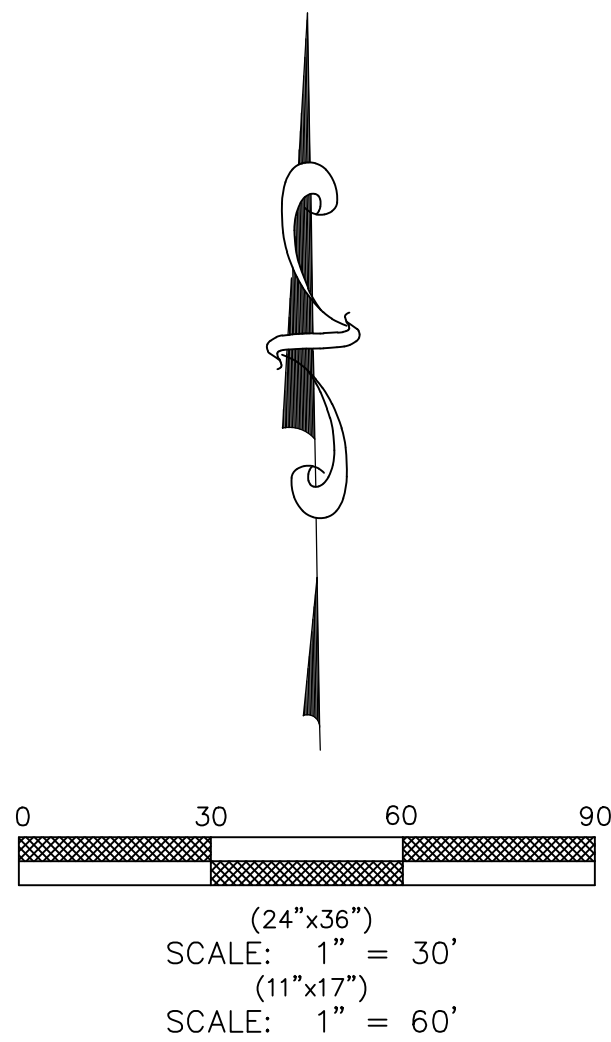
- LEGEND
- PROPERTY BOUNDARY LINE
 - EXISTING FENCE LINE
 - ROAD CENTERLINE
 - EASEMENT LINE
 - PROPOSED PVC CLASS-200 SDR-21 CULINARY WATERLINE
 - PROPOSED PVC SDR-35 SEWER W/ MH
 - EXISTING STORM DRAIN W/ MH
 - EXISTING SANITARY SEWER W/ MH
 - EXISTING CULINARY OR SECONDARY PIPE (SIZE AND TYPE SHOWN)
 - FIRE HYDRANT
 - WATER VALVE
 - BLOW OFF

KEYED NOTES

- 1. CONNECT INTO EXISTING SEWER STUB. CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
- 2. CONNECT INTO EXISTING 8" CULINARY LINE WITH CONSTRUCTION VALVE
- 3. PRIVATE STREET LIGHT, COORDINATE WITH DEVELOPER FOR SPECIFICATIONS
- 4. INSTALL STREET/STOP SIGN PER EAGLE MOUNTAIN CITY STANDARDS
- 5. INSTALL NO PARKING SIGNS PER EAGLE MOUNTAIN CITY STANDARDS
- 6. REPLACE EXSIST. SW WITH 6" THICK MIN. PER EAGLE MOUNTAIN CITY STANDARDS
- 7. INSTALL FIRE HYDRANT AS PER EAGLE MOUNTAIN CITY STANDARDS
- 8. INSTALL STREET LIGHT PER EAGLE MOUNTAIN CITY STANDARDS

UTILITY NOTES

- 1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- 2. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- 3. CULINARY WATER - 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
- 4. SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
- 5. WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER EAGLE MOUNTAIN CITY STANDARDS.
- 6. ALL VALVES ARE TO BE FLANGED TO THE TEE.
- 7. PEDESTRIAN ACCESS MUST REMAIN ADA COMPLIANT THROUGHOUT CONSTRUCTION.



REVISIONS				DESIGNED BY:	
NO.	DATE	DESCRIPTION	BY	TGT	
1	10/17/24	RED LINES		TT	
2				TGT	
3				8/29/24	
4					

J:\FLAGSHIP\HARMONY\dwg\02_UTILITY.dwg

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

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

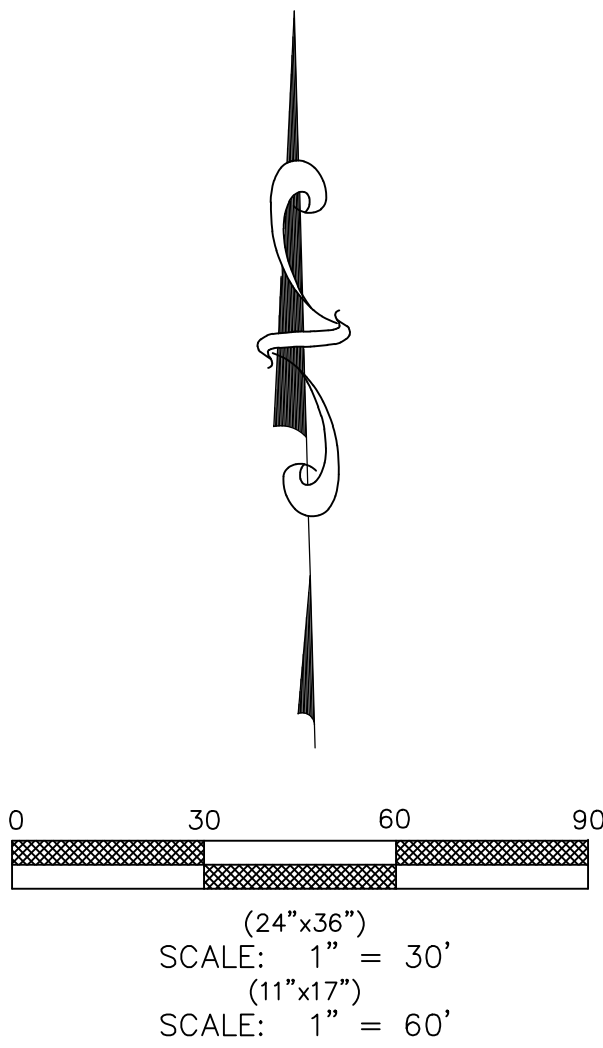
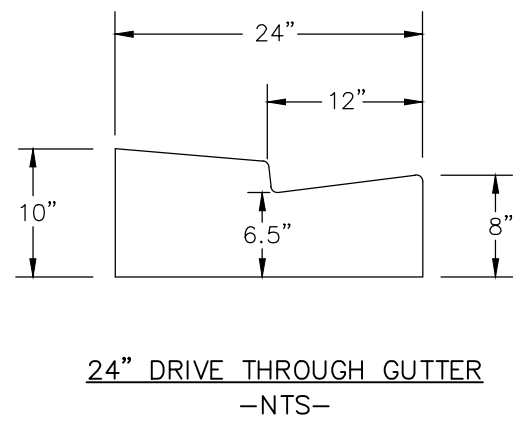
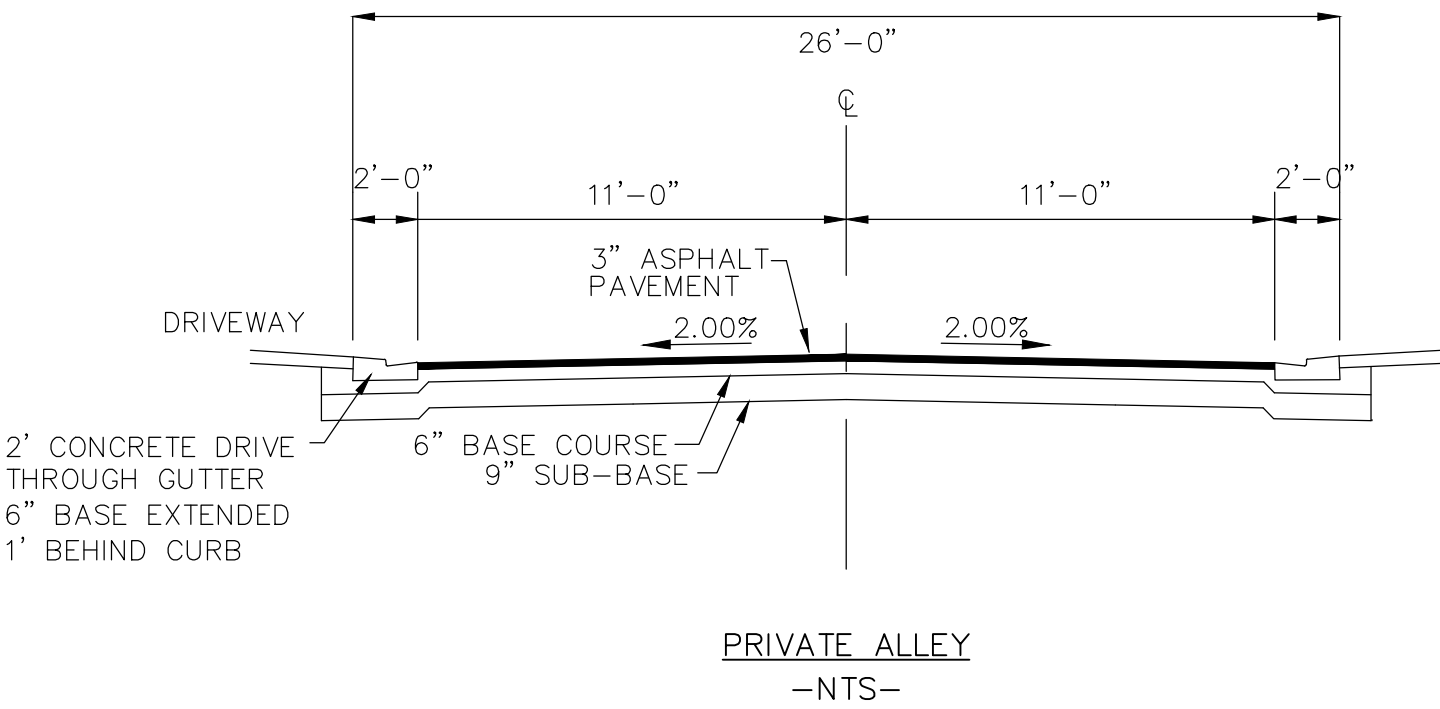
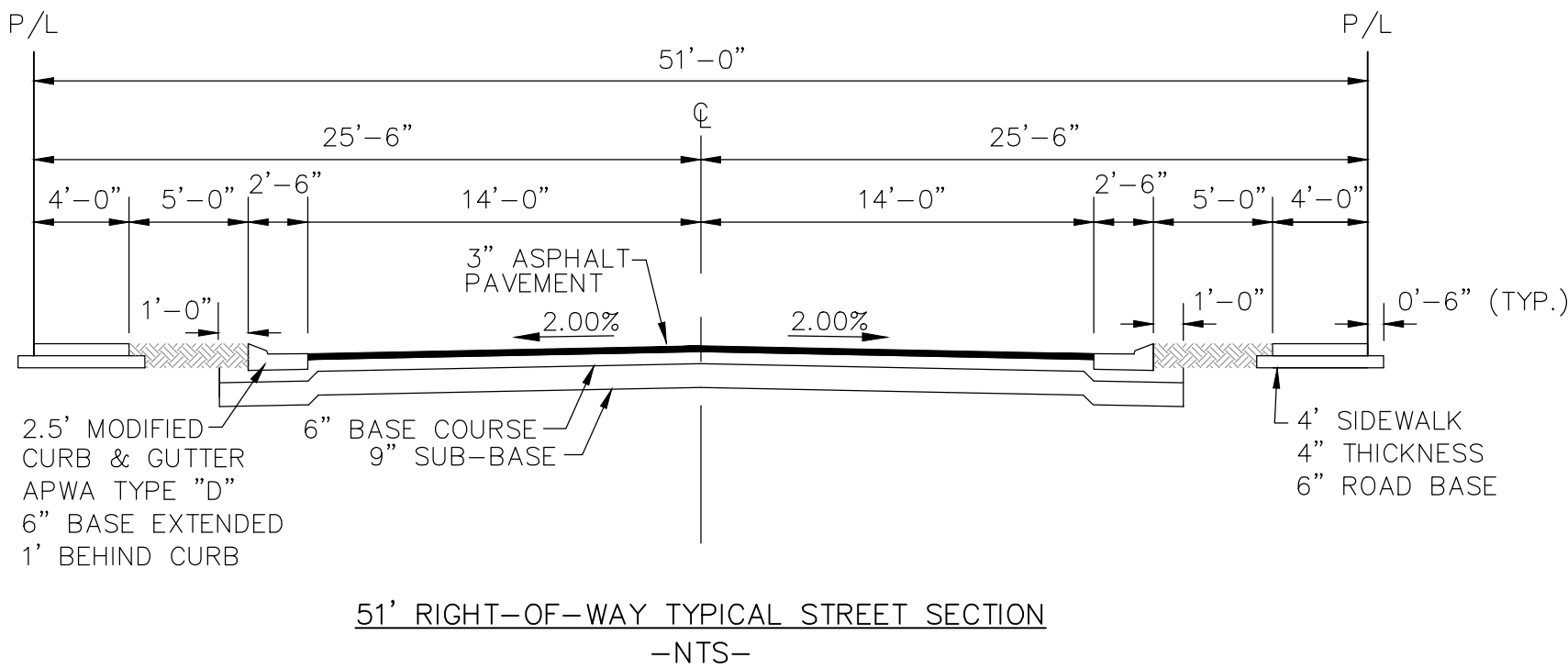
UTILITY PLAN

JOB
FS H6
SHEET NO.
2



GENERAL NOTES

- 1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- 2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
- 3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET, THE ALLEY WAY OR THE OPEN SPACE, THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.



REVISIONS					DESIGNED BY:	TGT
NO.	DATE	DESCRIPTION	BY			
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2					CHECK BY:	TGT
3					DATE:	8/29/24
4					CDGD FILE:	

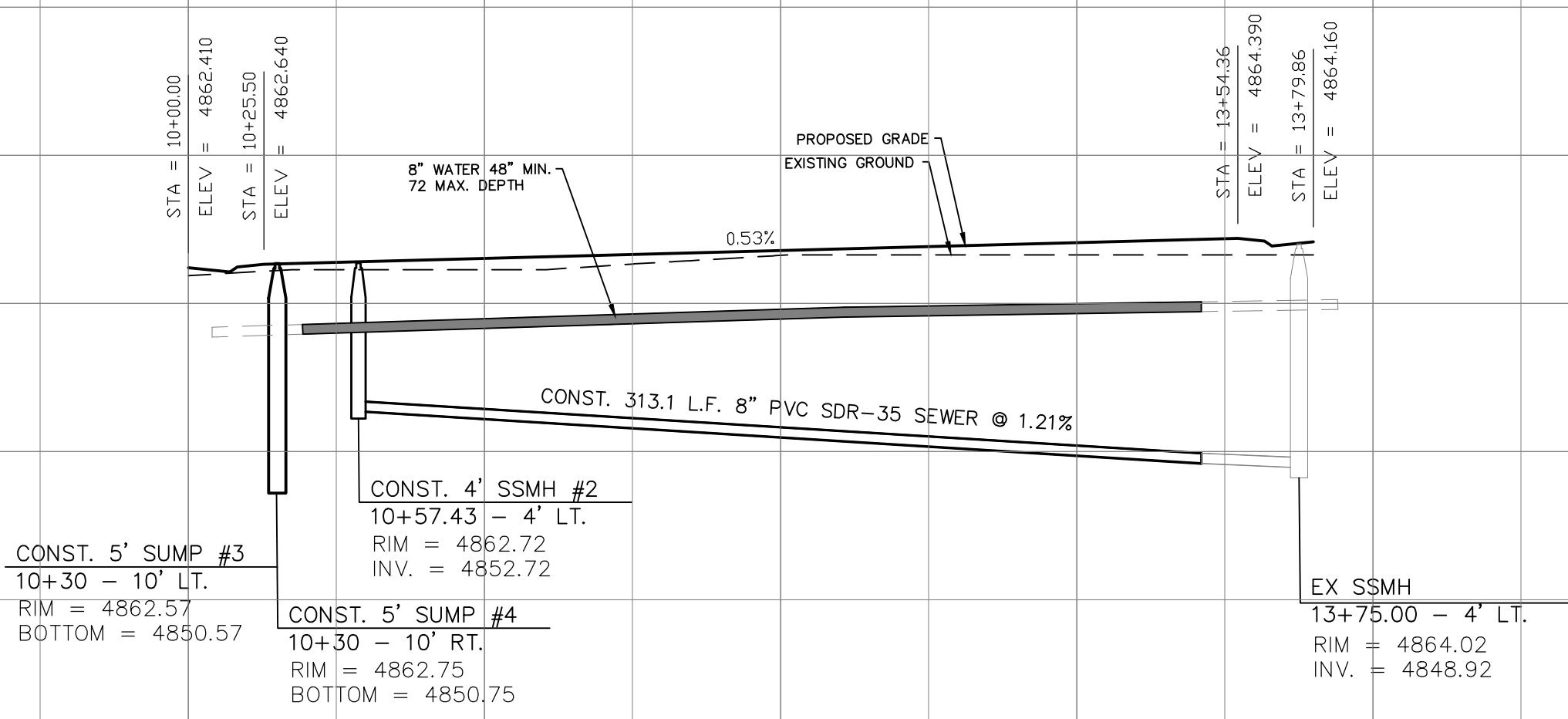
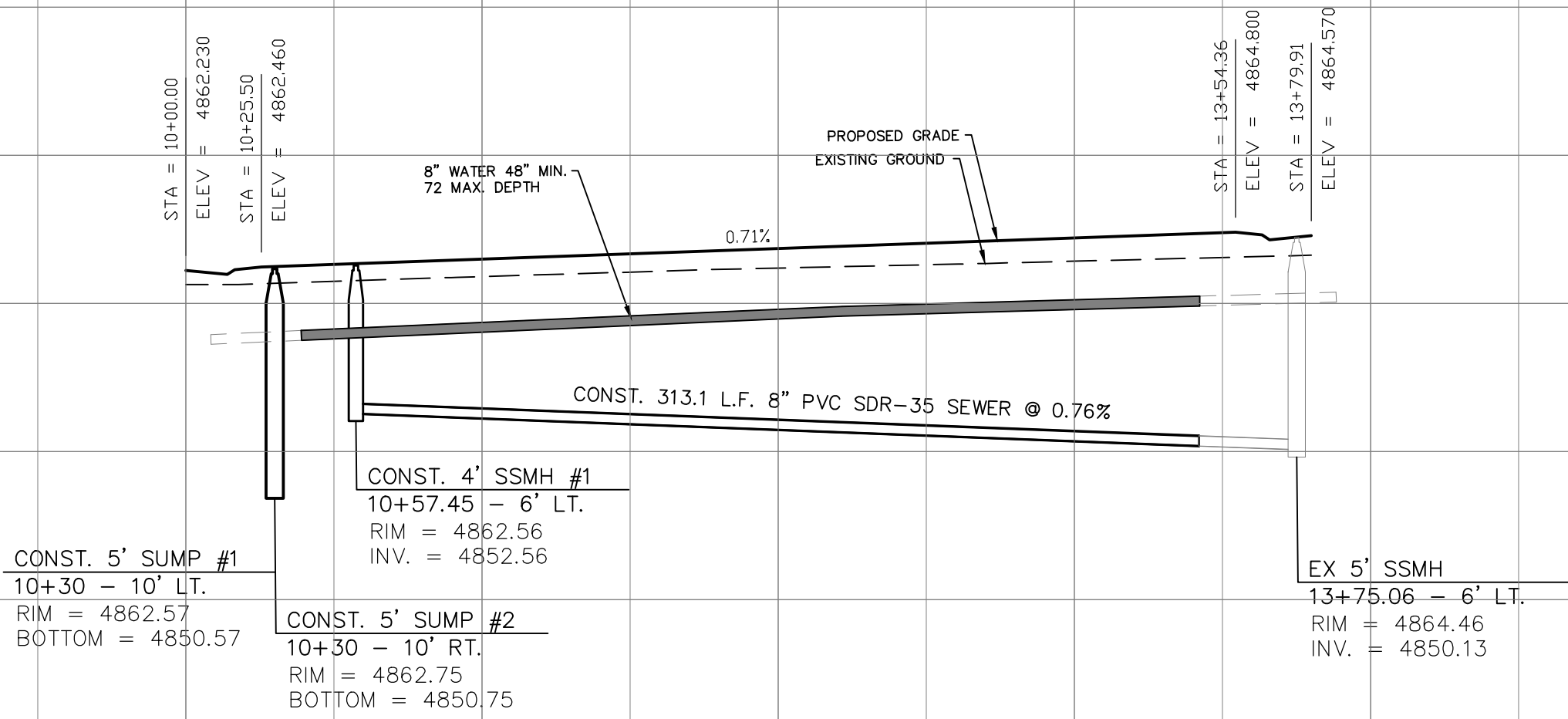
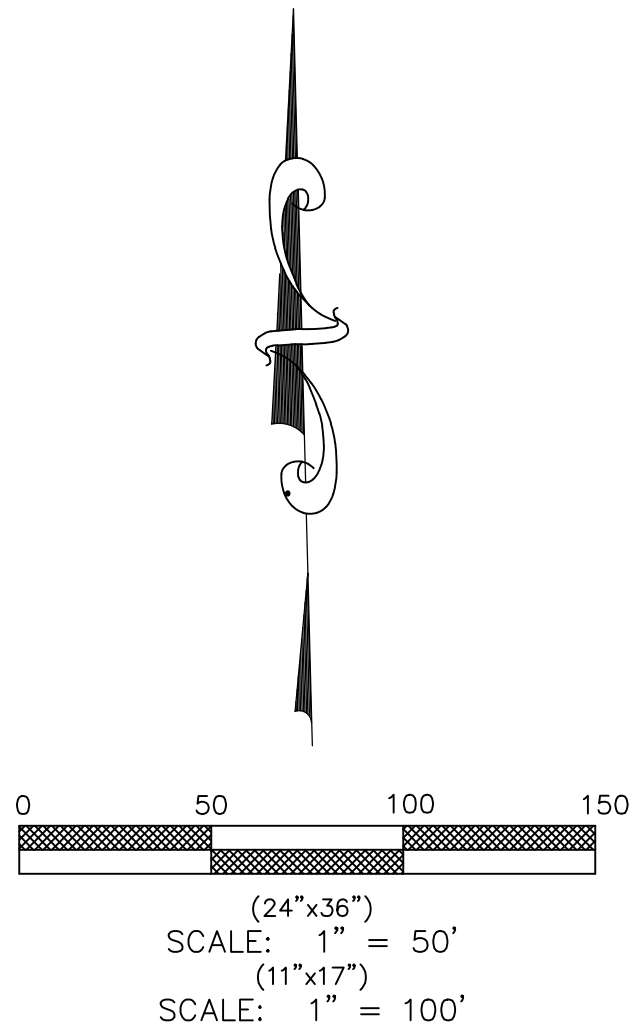
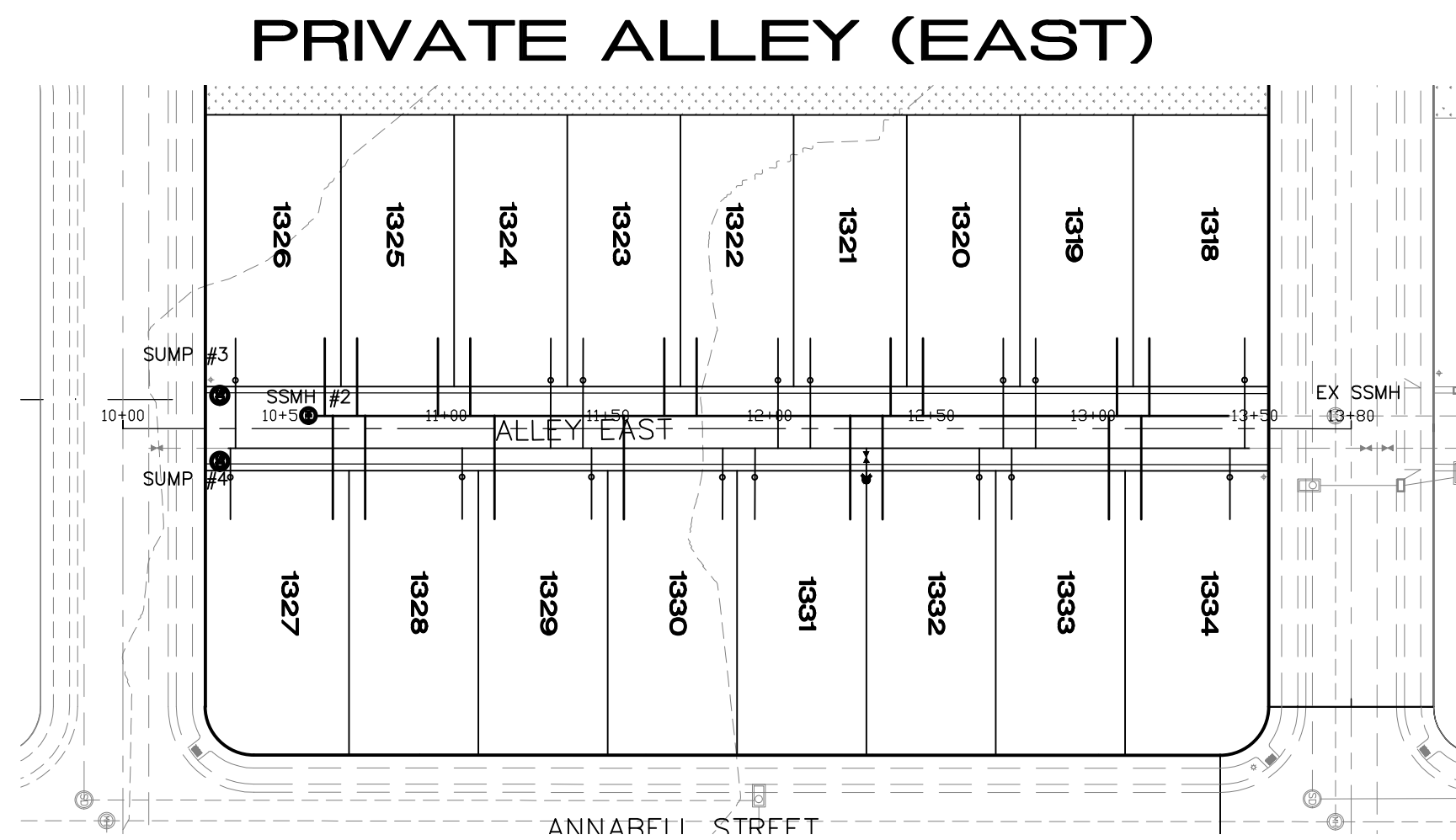
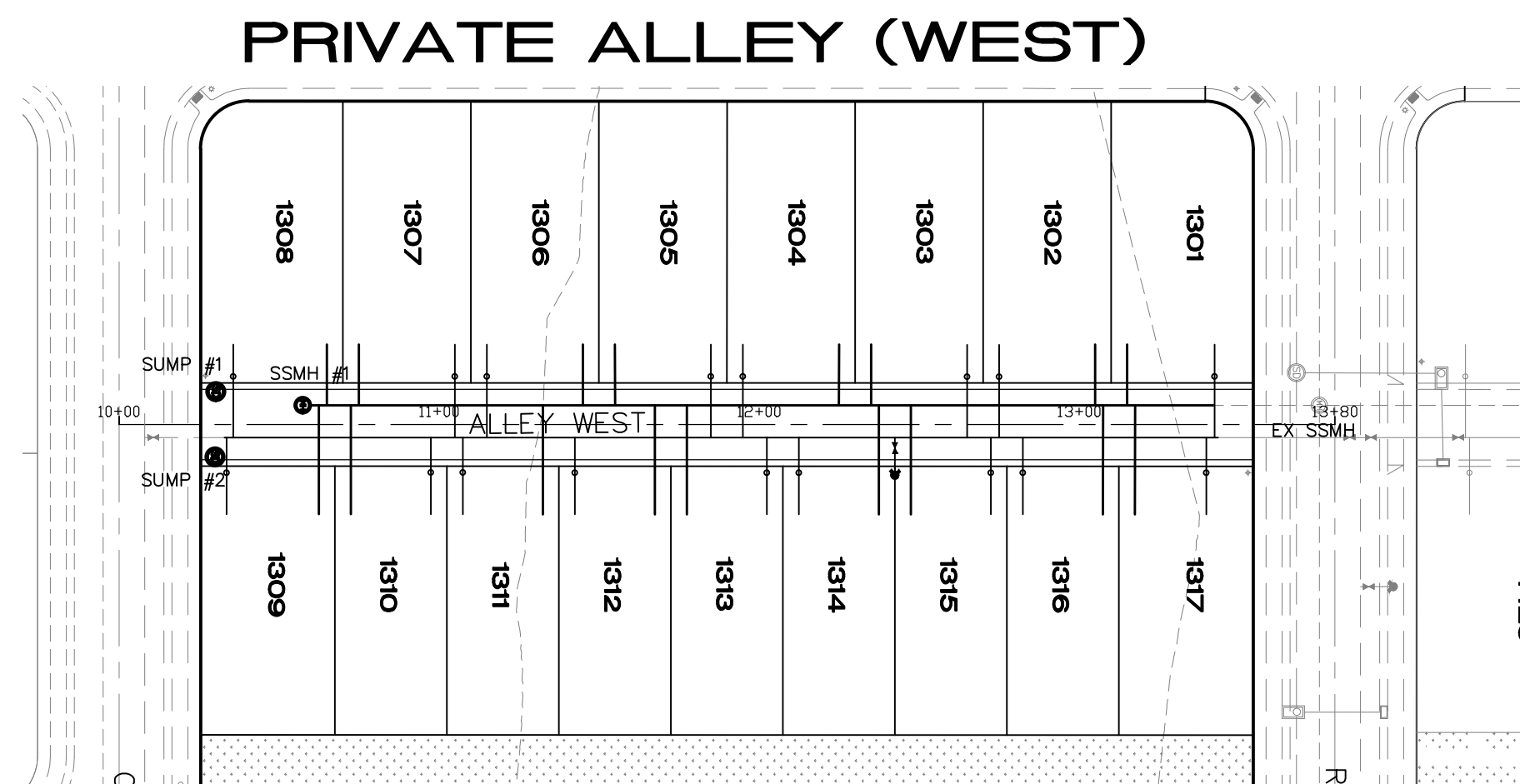
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EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

GRADING PLAN

JOB
FS HARMONY
SHEET NO.
3



(24"x36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 20'

REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
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2				DRAWN BY: TT
3				CHECK BY: TGT
4				DATE: 8/29/24
				CDGD FILE:

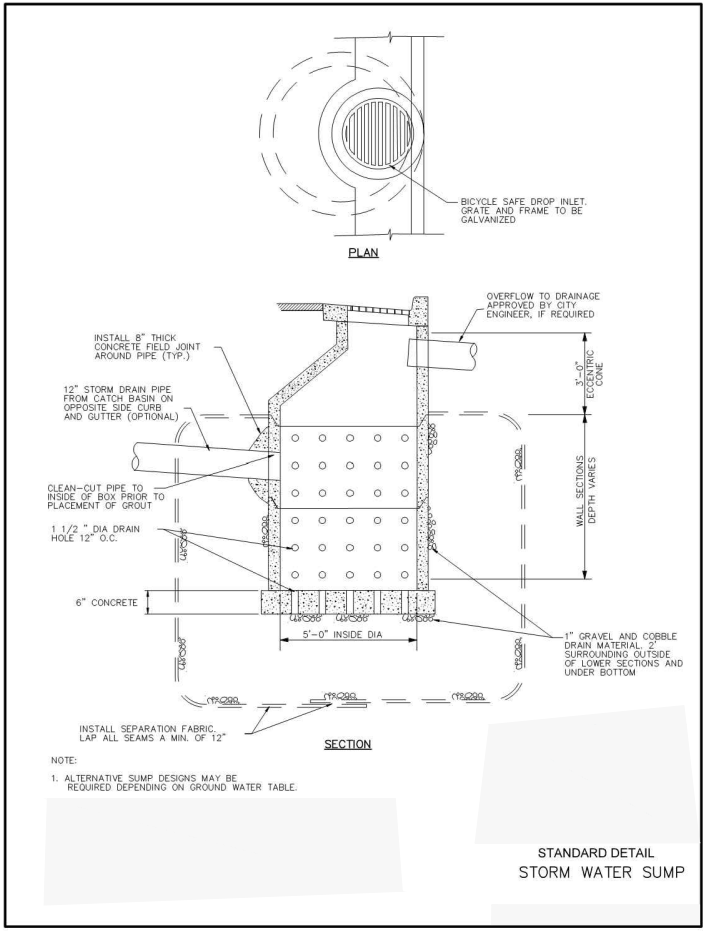
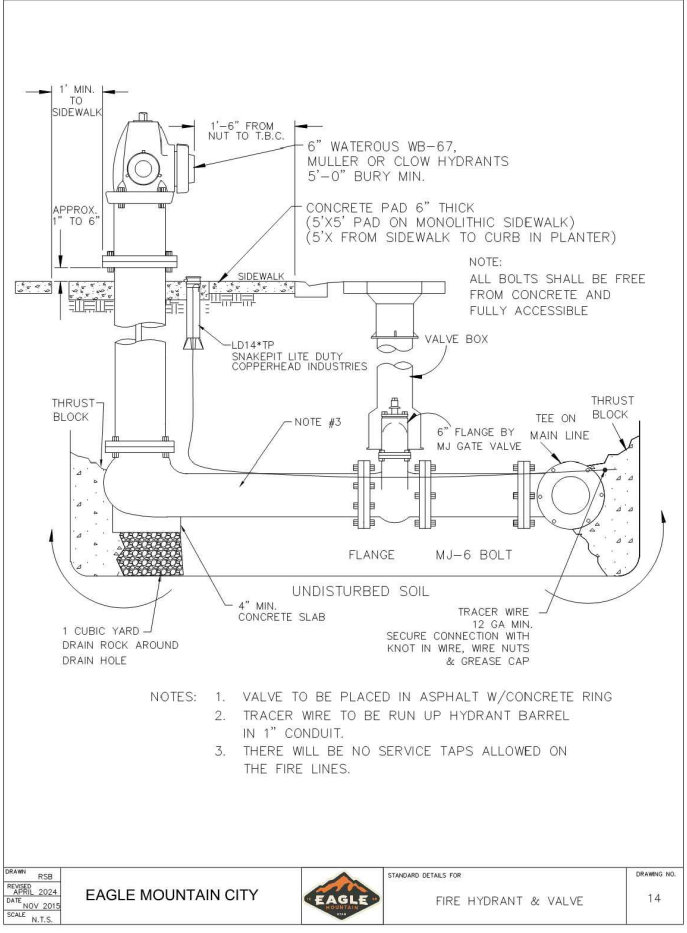
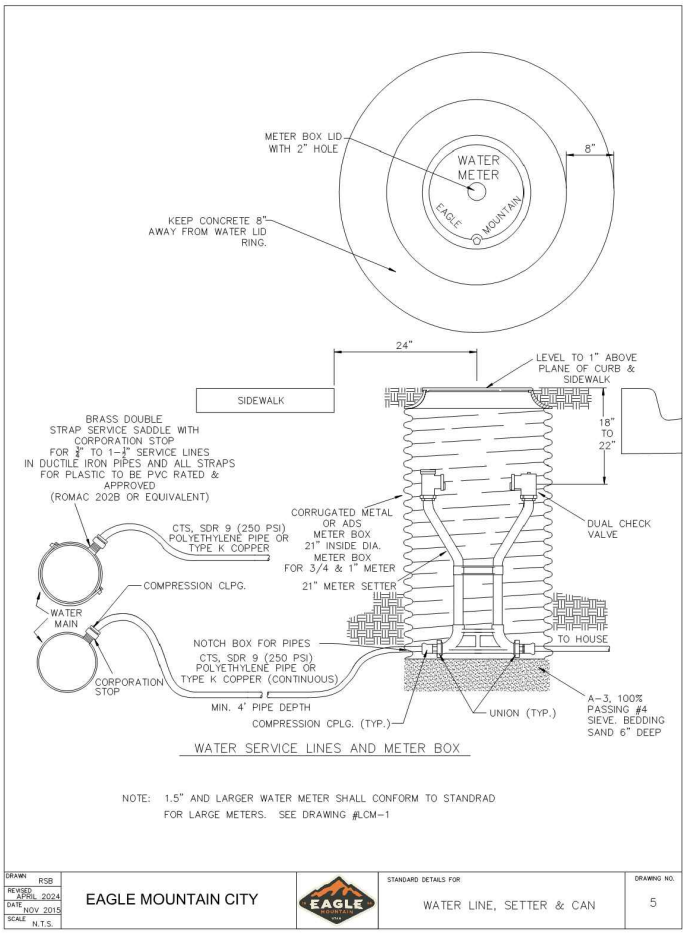
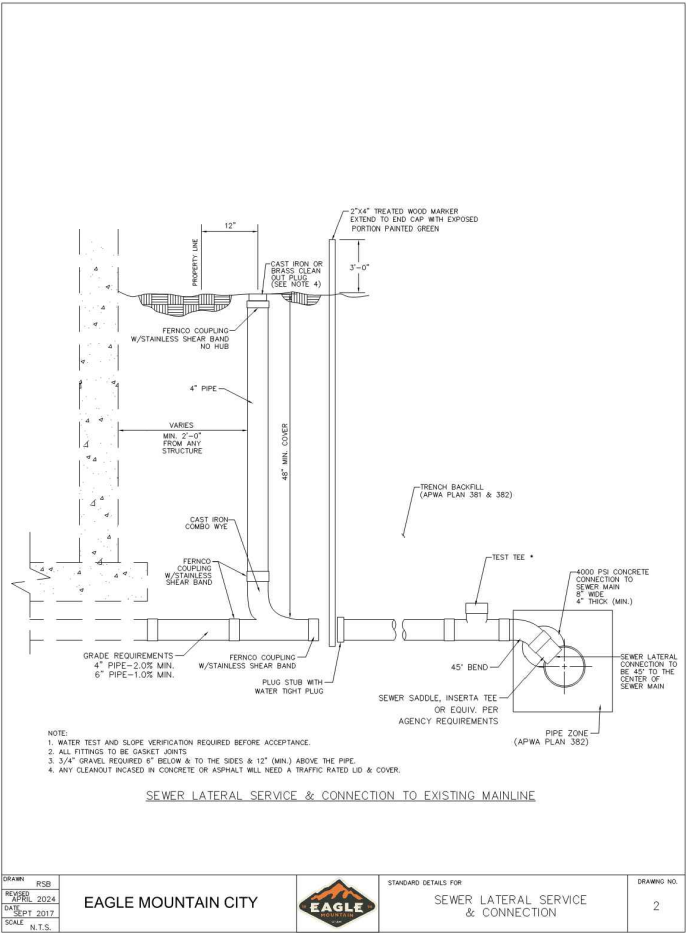
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '13'
A RESIDENTIAL SUBDIVISION

PLAN AND PROFILE
PRIVATE ALLEY'S

JOB
OT3B
SHEET NO.
4



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

DESIGNED BY:	TGT
DRAWN BY:	TT
CHECK BY:	TGT
DATE:	8/29/24
CDGD FILE:	

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

EAGLE MOUNTAIN, UTAH	<i>HARMONY PHASE 'A' PLAT '13'</i> <i>A RESIDENTIAL SUBDIVISION</i>	DETAILS	JOB FS HARMONY
			SHEET NO. 5

HARMONY PHASE A PLAT 13
SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

This has been identified on setback/PUE
diagram on previous plats.

NOTES:
1- ALLEYS AND COMMON AREA ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION.
2- ALL GARAGES ACCESSED FROM ALLEYS. FRONT OF HOMES FACE PUBLIC ROW OR COMMON AREA.
3- 11 CORNER LOTS SHALL CONTAIN A "CORNER CUTOFF" PROVIDING PROPER DISTANCE FOR GAS AND ELECTRIC UTILITIES TO A LOT WHILE STILL KEEPING THE REQUIRED DISTANCE FOR FOUNDATION. THIS INCLUDES TAKING A TRIANGLE OUT OF PAD MEASURING FIVE FEET EACH DIRECTION AT THE CORNER.

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE

DESCRIPTION

begin is South 00°27'29" West 2200.17 feet along the section line from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian;

thence East 461.00 feet; thence Southeasterly 23.56 feet along the arc curve to the right, the chord of which bears South 44°59'23" East the 00°00'37" West 298.85 feet; thence Southwesterly 23.56 feet 00' foot radius curve to the right, the chord of which bears South 44°59'23" East 298.85 feet; thence West 461.00 feet; thence Southwesterly 23.56 feet along the 40' radius curve to the right, the chord of which bears North 44°59'23" East; thence North 00°00'37" East 298.93 feet; thence Northeasterly 23.56 feet along the 15.00 foot radius curve to the right, the chord of which bears East 21.21 feet to the point of beginning.

acres

line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears North 83°00'37" East (NAD 83 UTAH COUNTY).

TYPICAL CORNER LOT

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors 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, 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 on the inhabitants thereof. Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys the common area, as indicated hereon, to the Harmony home owners association, PO Box 827, Lehi, UT, 84043

OWNER(S):
PRINTED

AUTHORIZED SIGNATURES

ACKNOWLEDGEMENT

On the ____ day of _____, 20____, 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 _____

NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER

PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on 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 ____ day of _____, 20____.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(See Seal Below)

ATTEST BY CITY RECORDER
(See Seal Below)

PHASE 'A' PLAT '13'

HARMONY

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

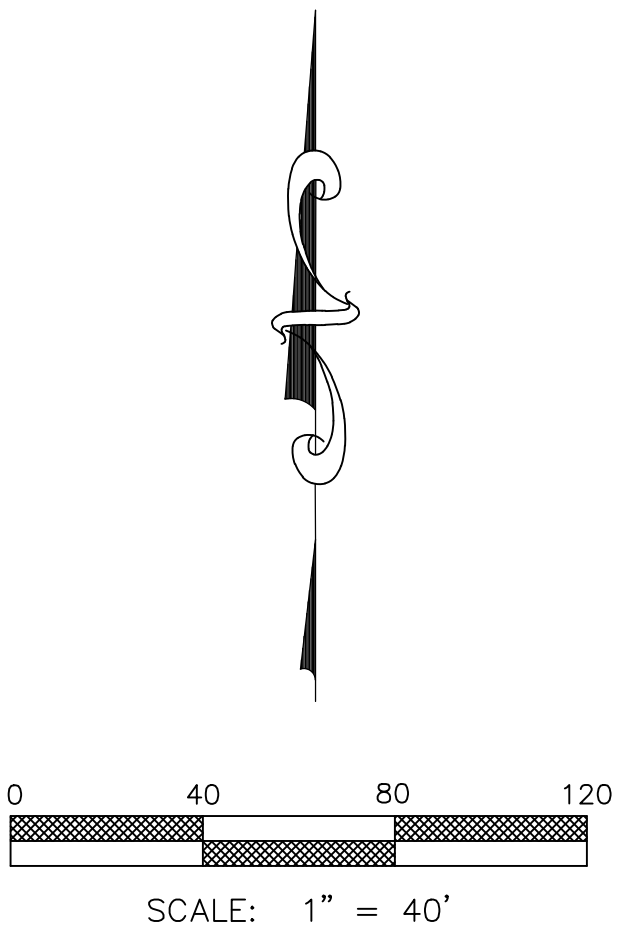
SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	S44°59'23"E
C2	23.56	15.00	89°59'23"	21.21	S45°00'19"W
C3	23.56	15.00	90°00'37"	21.22	N44°59'41"W
C4	23.56	15.00	90°00'00"	21.21	N45°00'37"E



ENBRIDGE GAS UTAH ACCEPTANCE

Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law, or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS ____ DAY OF _____, 20____

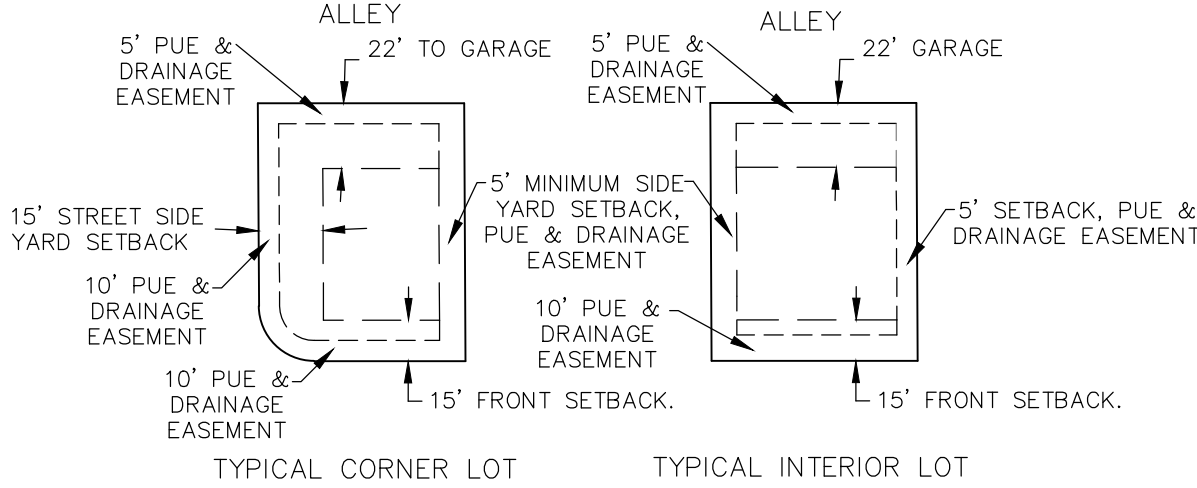
QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH
TITLE--

ROCKY MOUNTAIN POWER APPROVAL

- 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 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

ROCKY MOUNTAIN POWER

DATE



SETBACK AND EASEMENT DETAIL

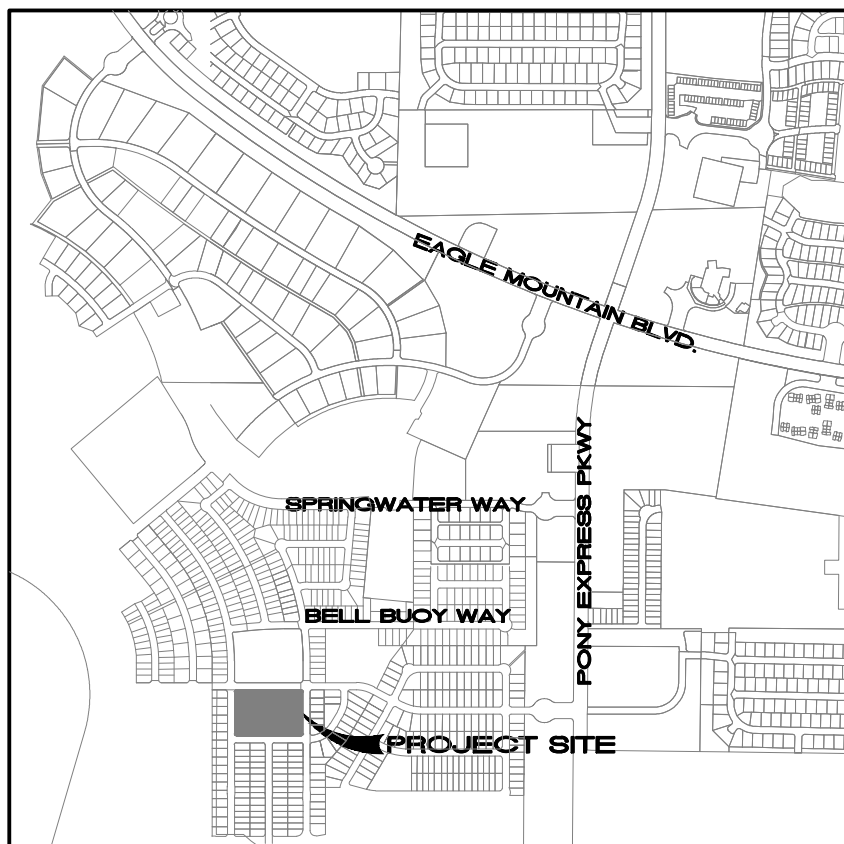
-NTS-

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.

DIRECT COMMUNICATIONS

DATE



VICINITY MAP

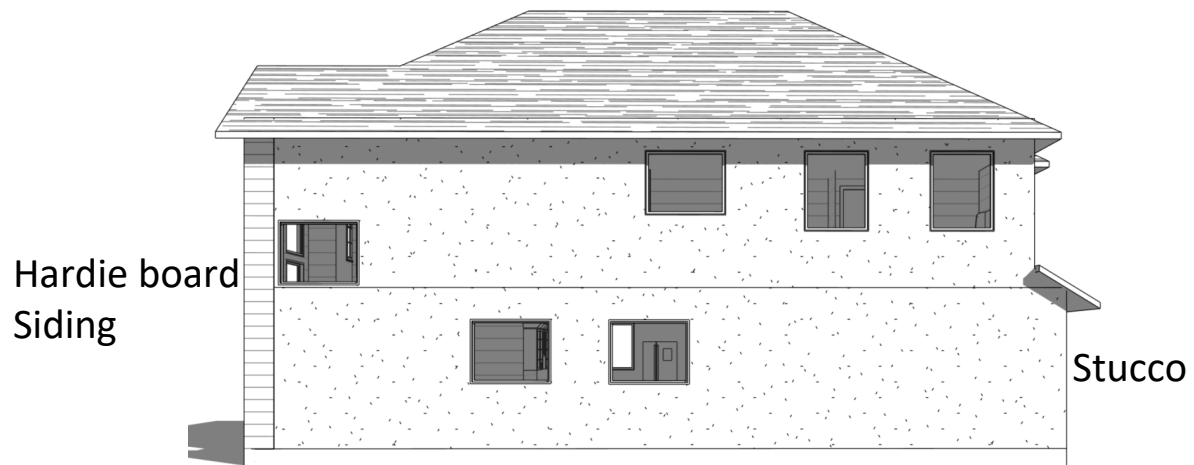
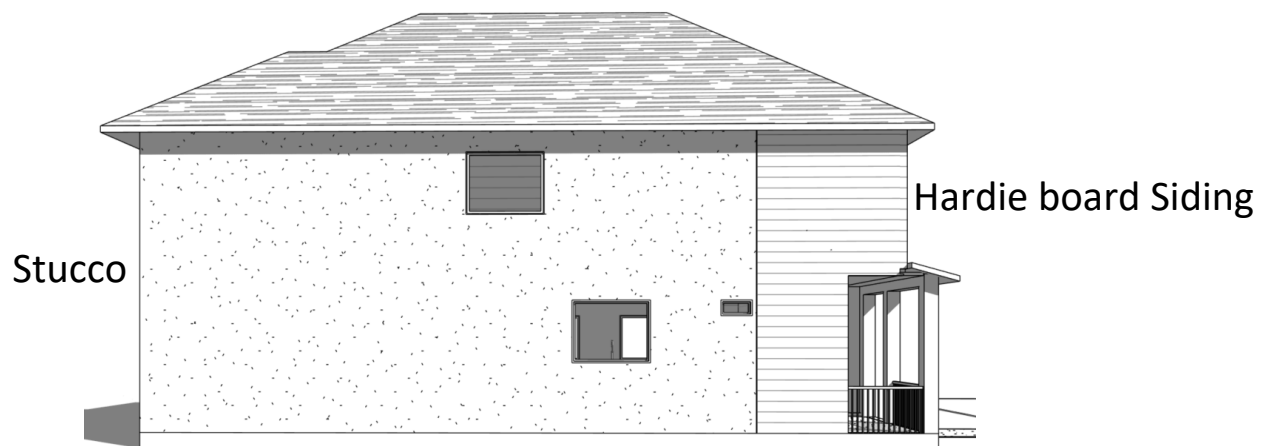
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

COBALT A

Hardie board
siding

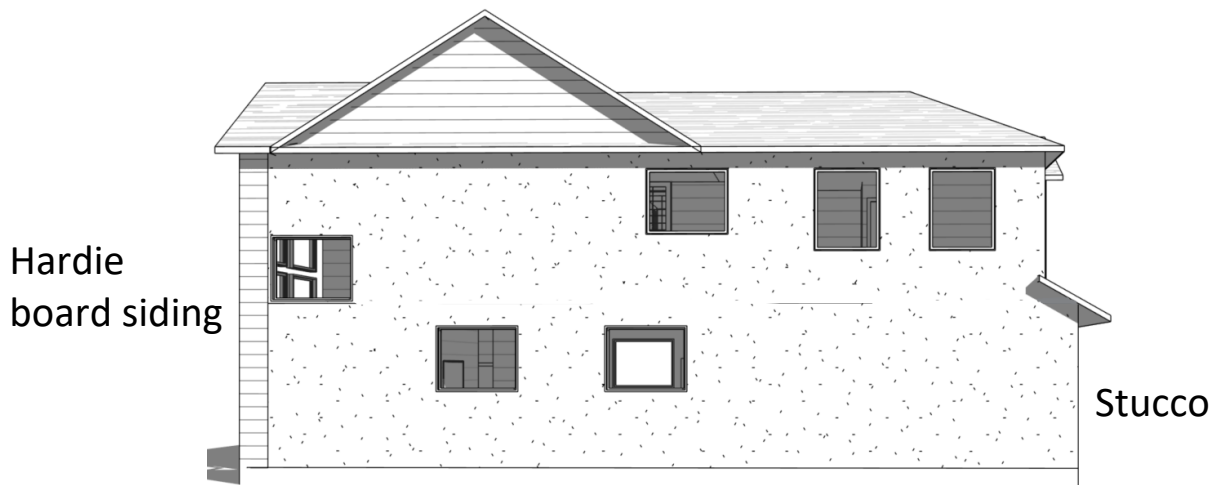
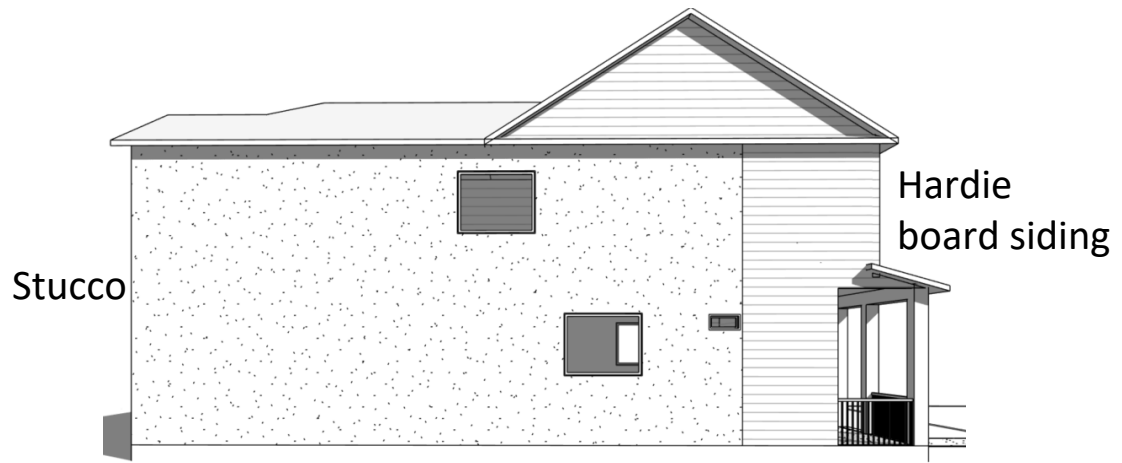


Board and Batten



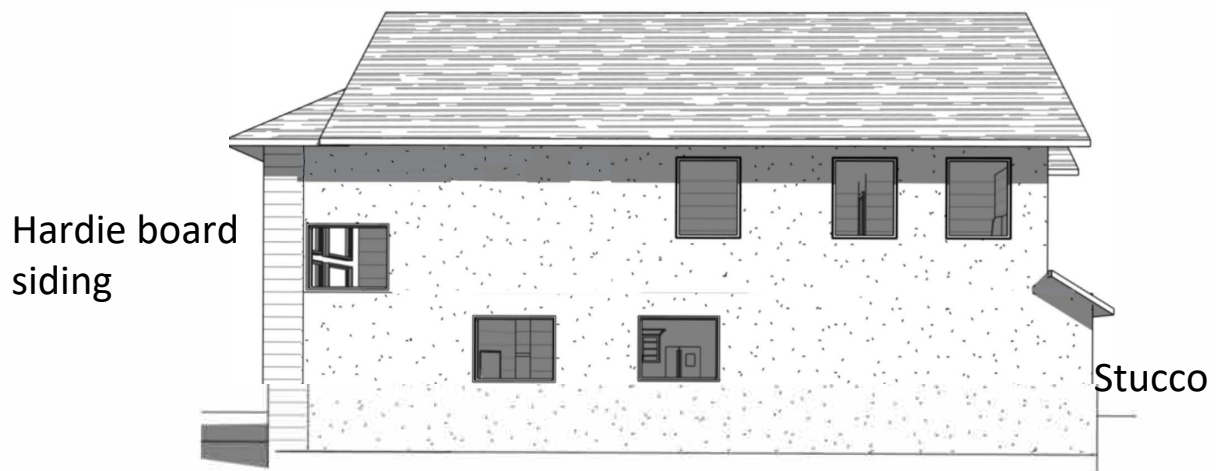
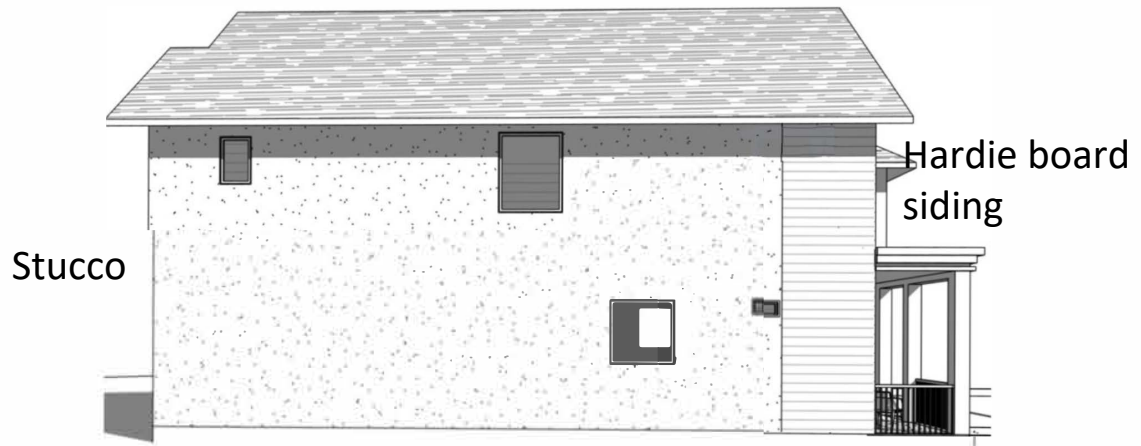
COBALT B





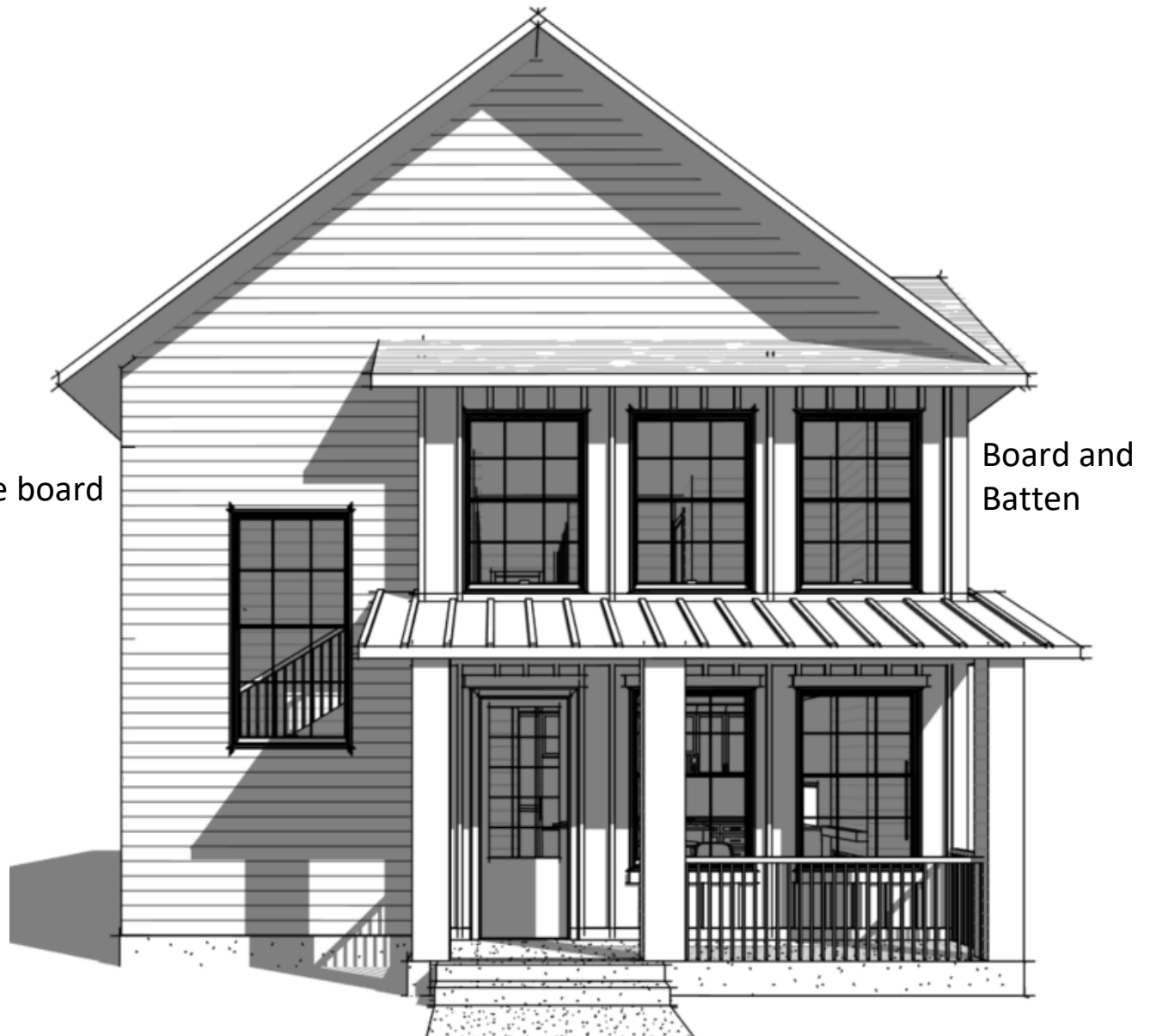
COBALT C



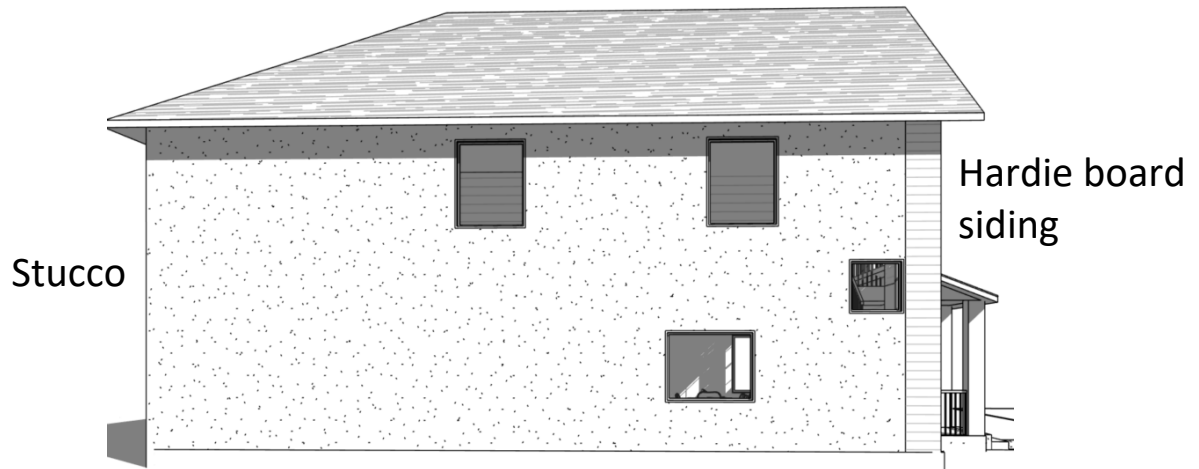


JASPER A

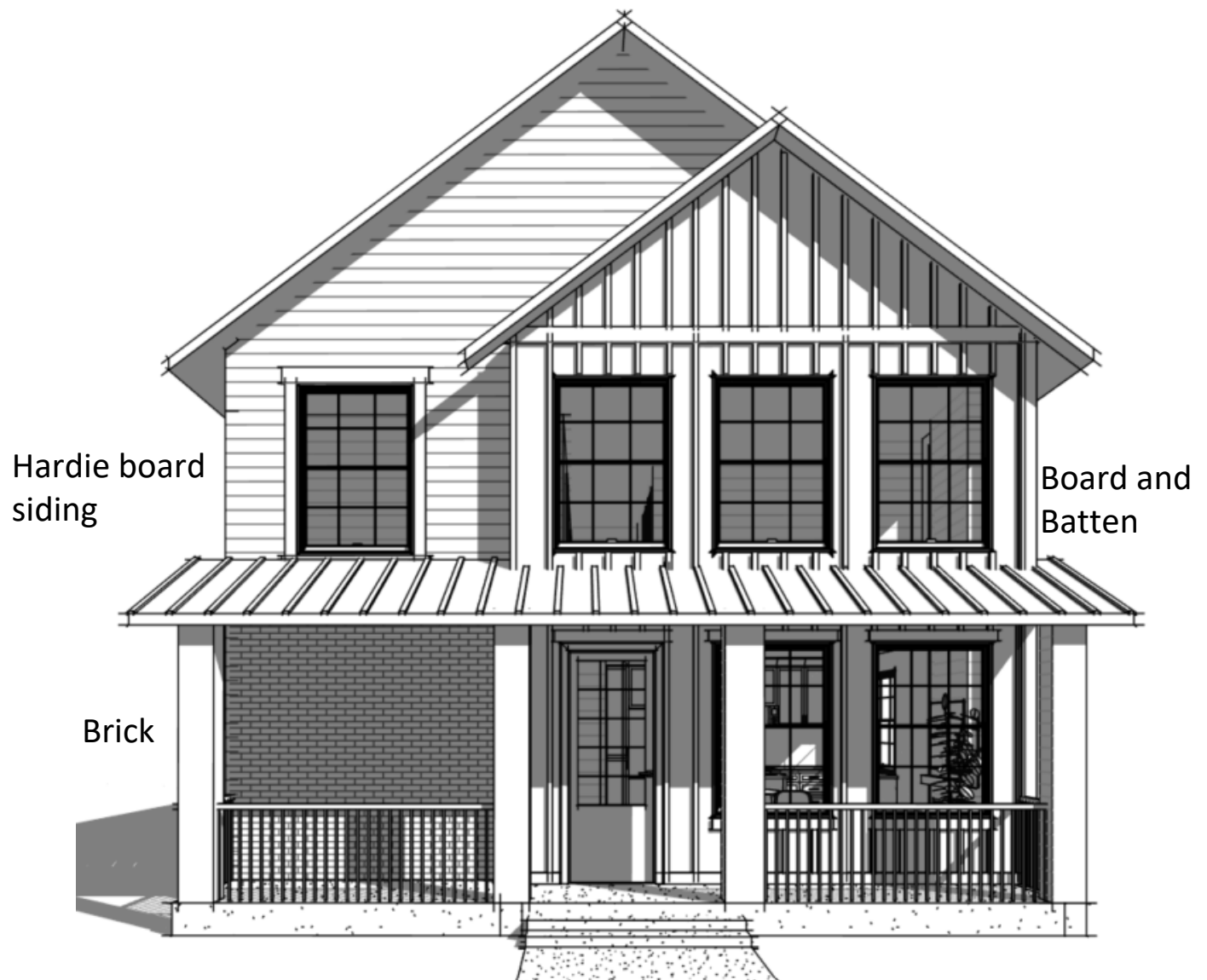
Hardie board
siding

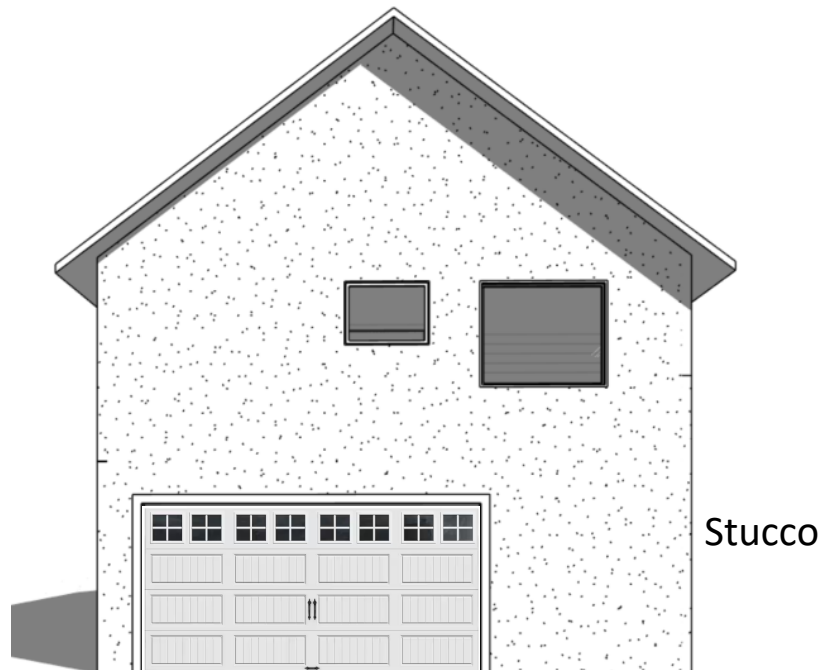
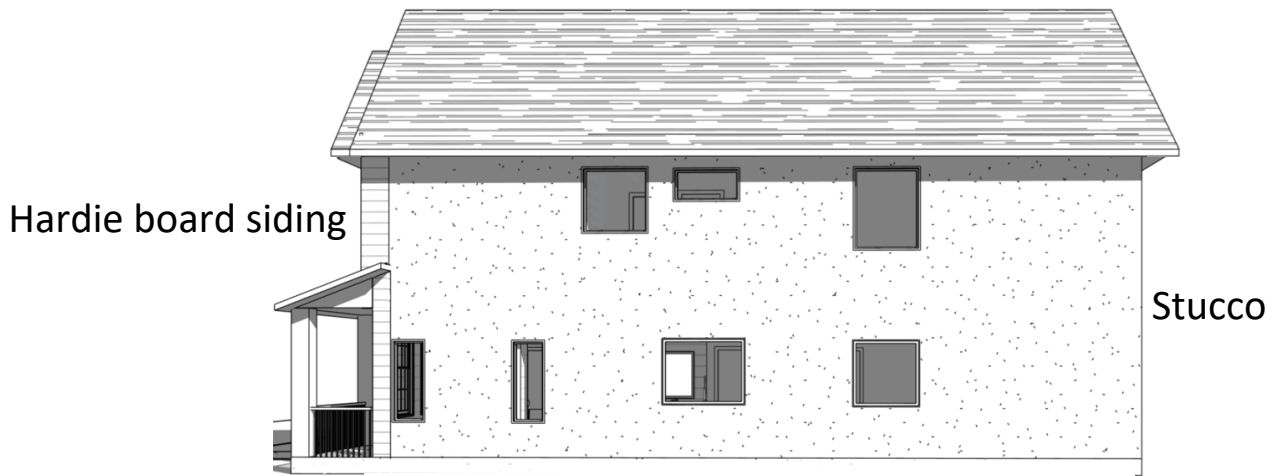


Board and
Batten



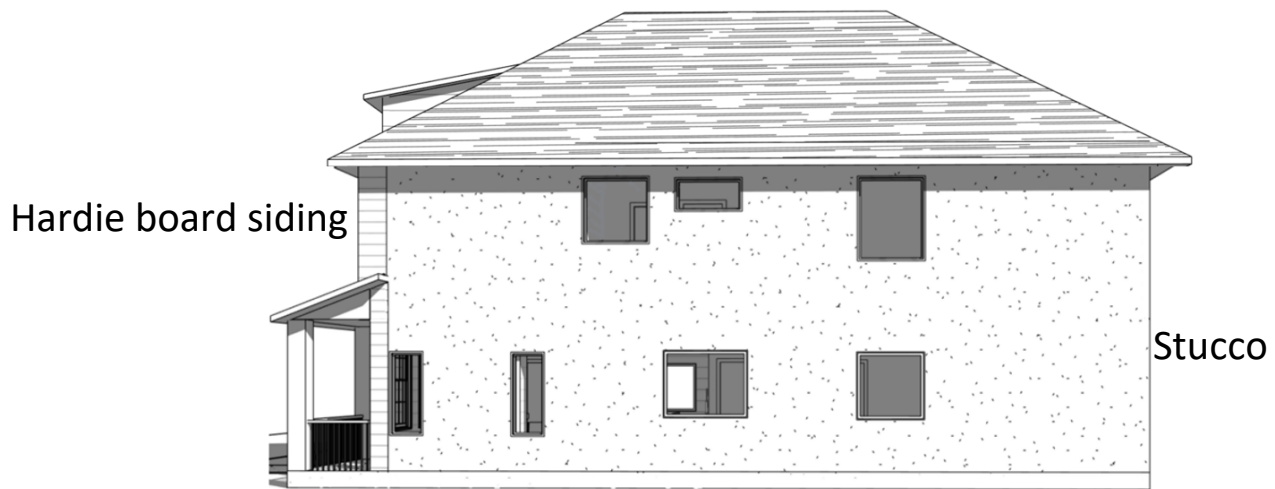
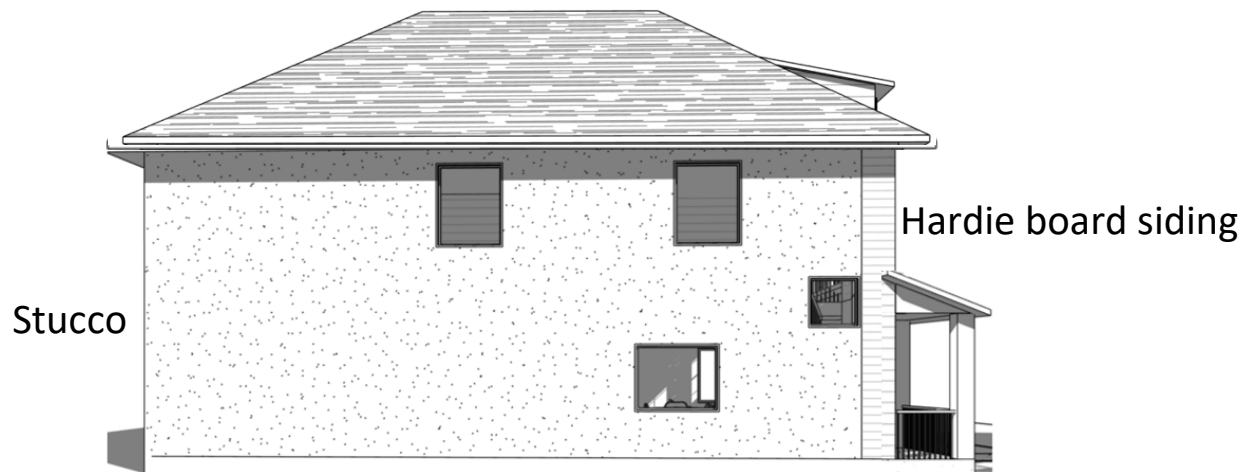
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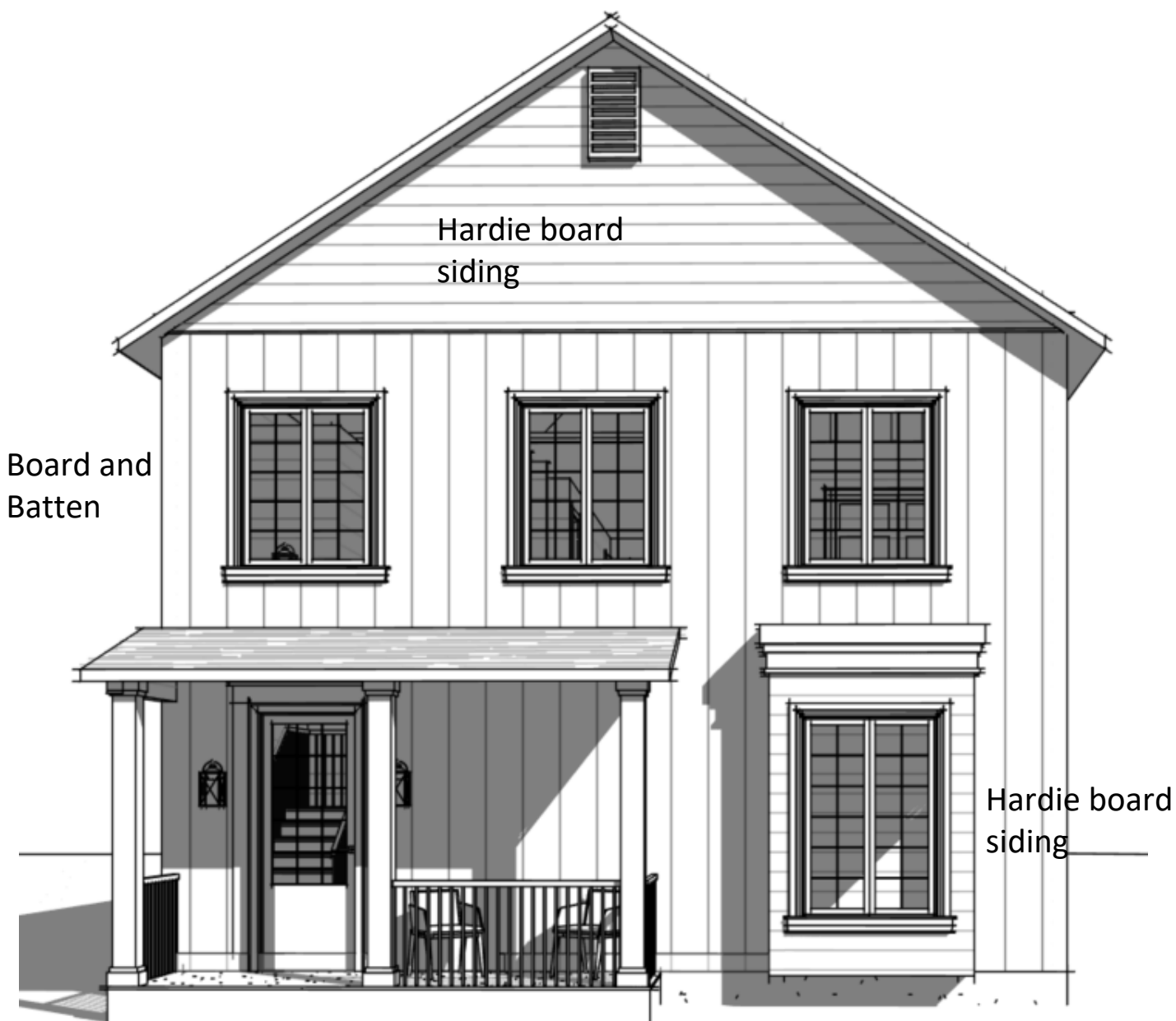


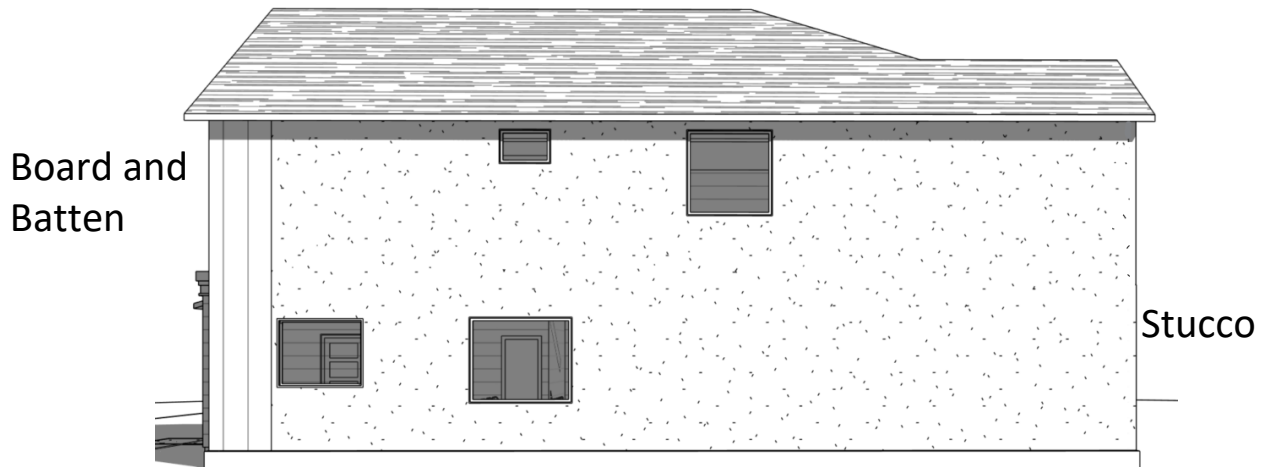
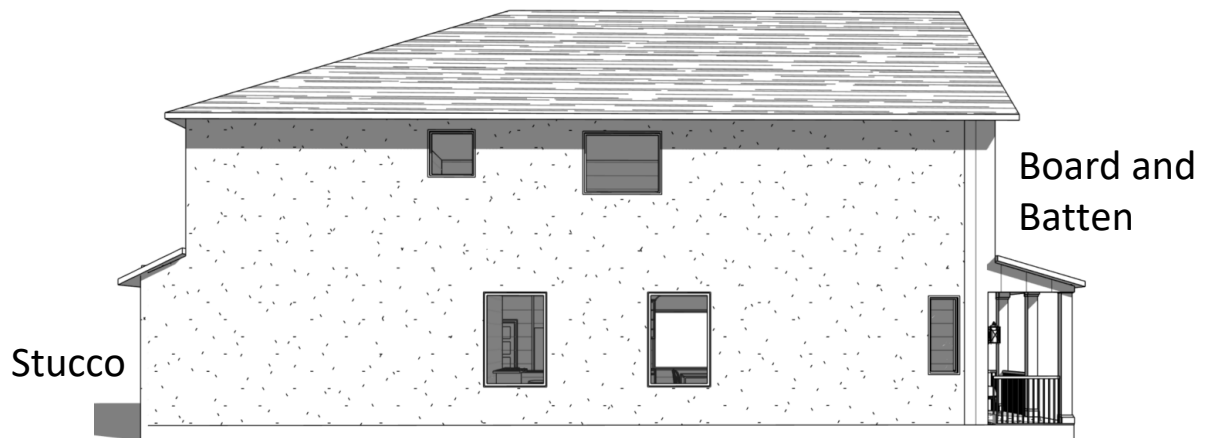
JASPER



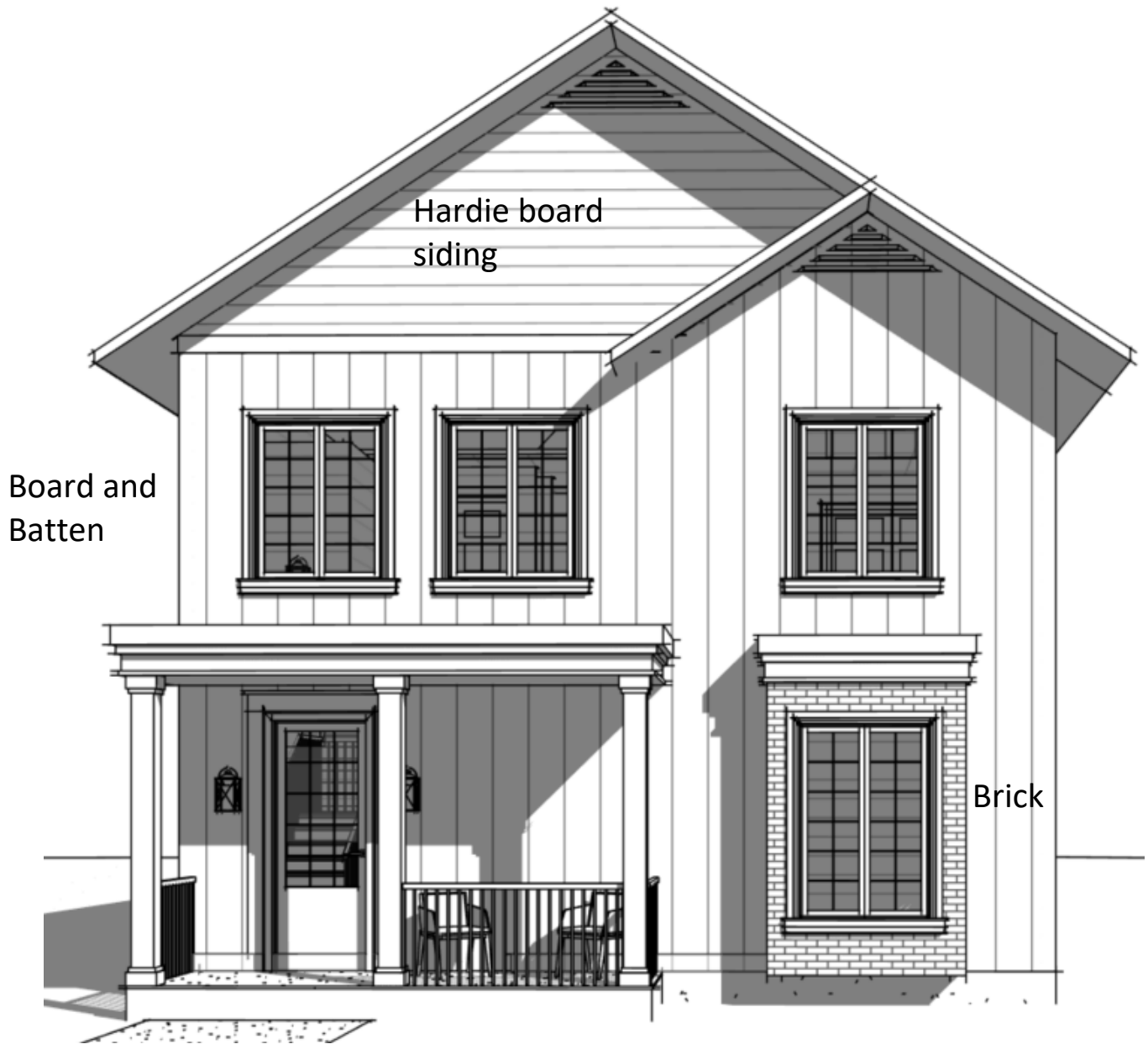


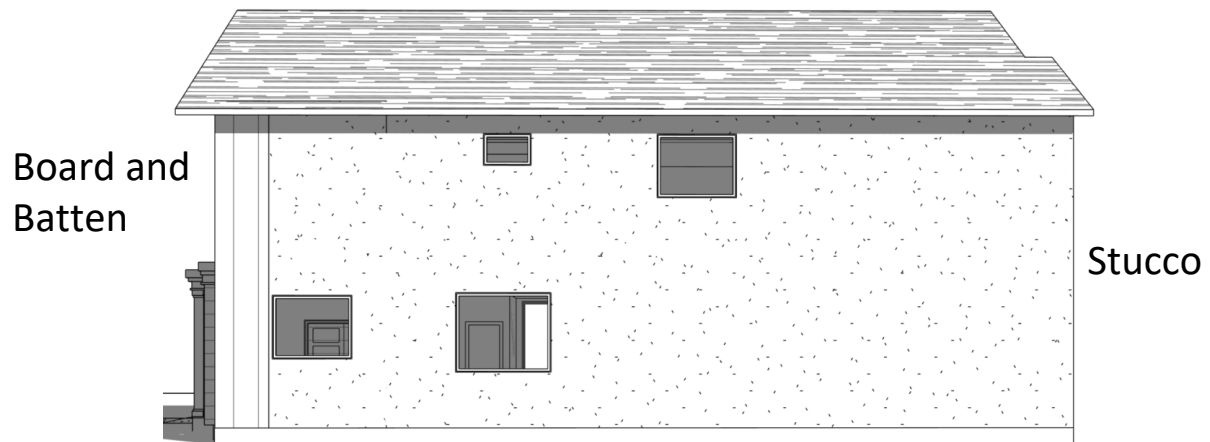
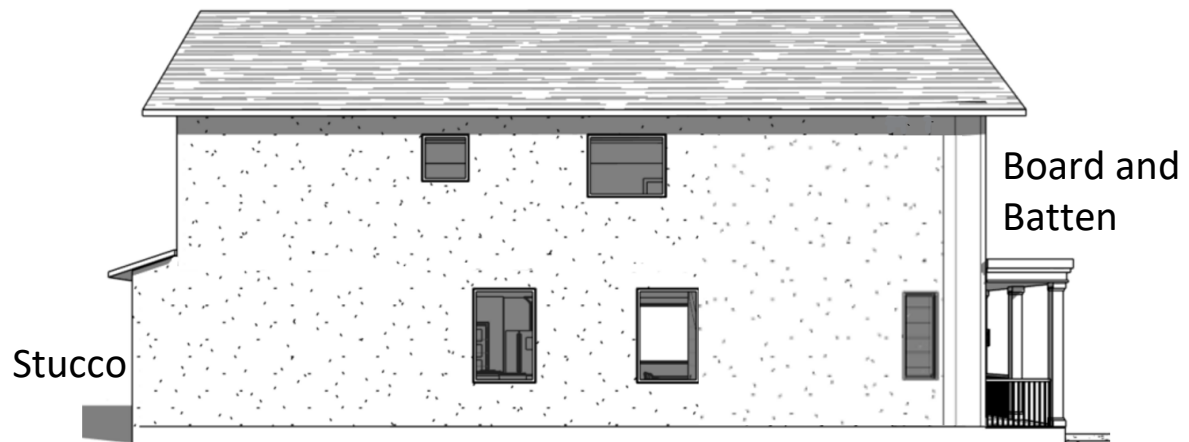
AMBER A





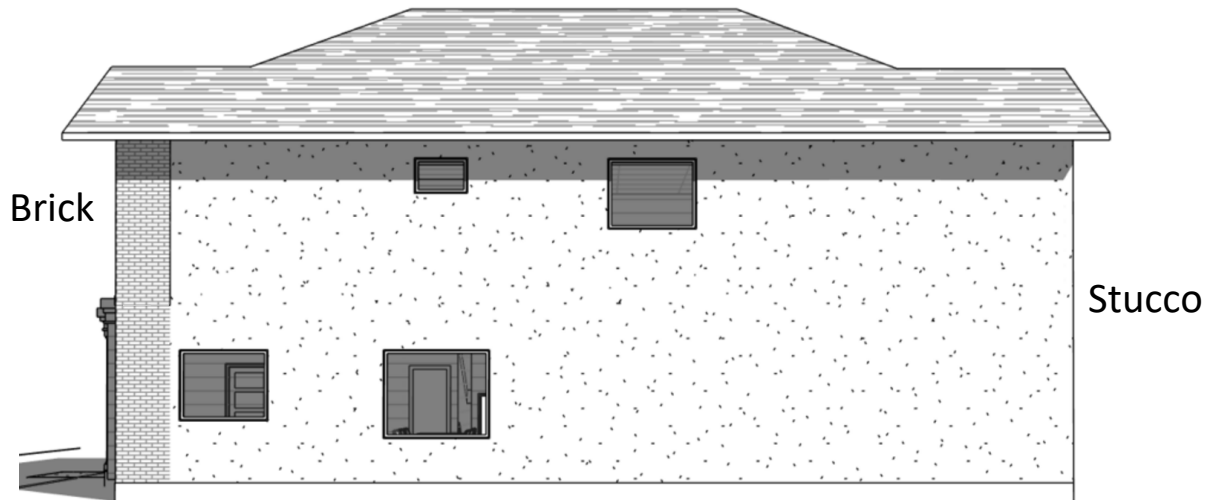
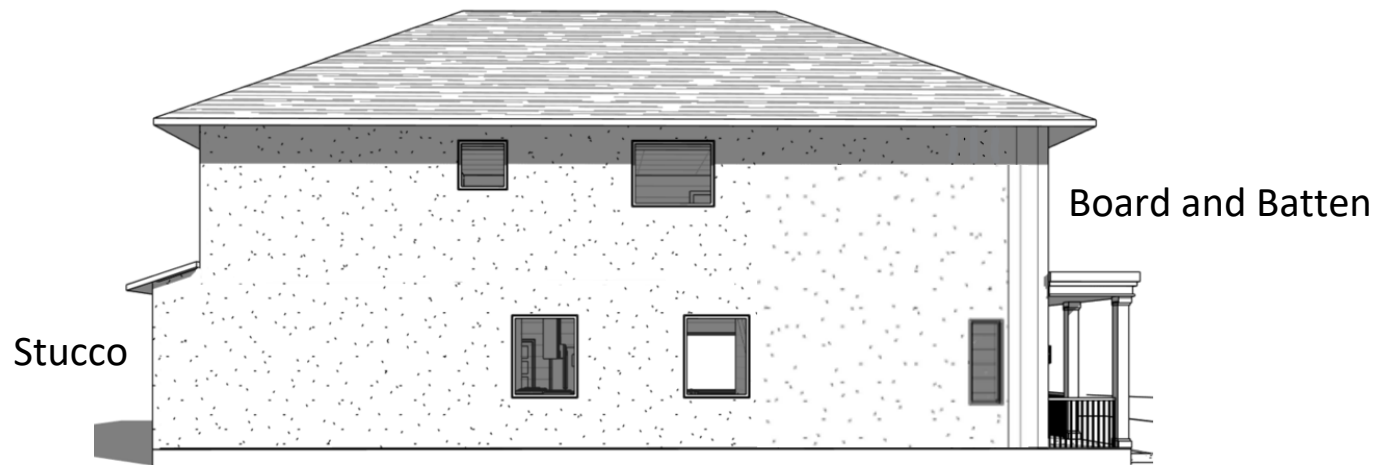
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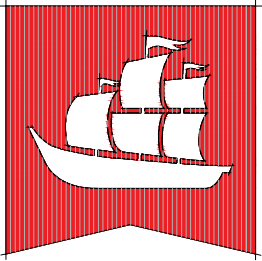




AMBER C







flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043

preliminary plans
not for construction
XX/XX/XXXX

call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

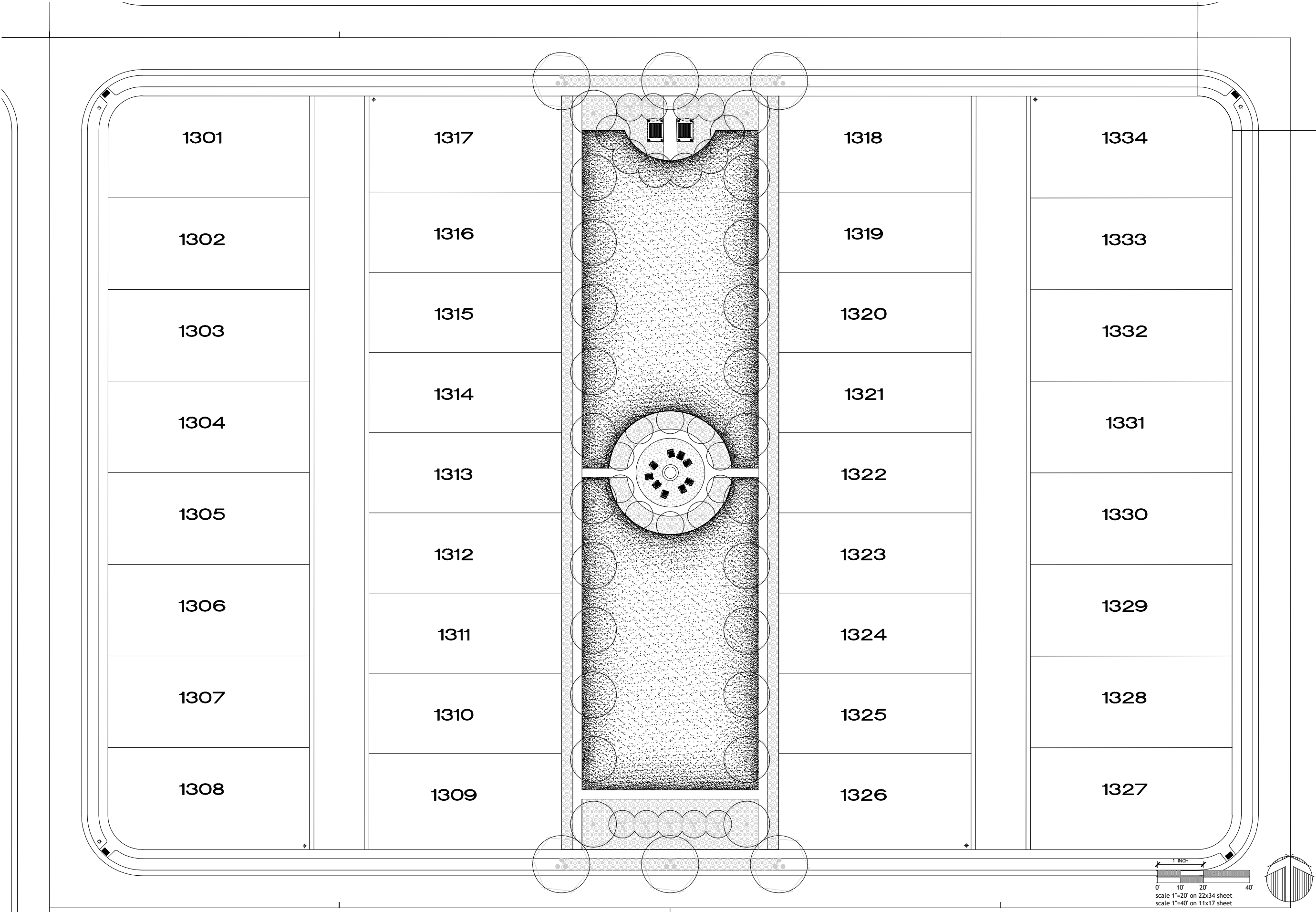
HARMONY A13

OPEN SPACE DESIGN
Eagle Mountain . Utah

SEPTEMBER 2024

LANDSCAPE
site plan

L1





300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A13

OPEN SPACE DESIGN
Eagle Mountain . Utah

SEPTEMBER 2024

LANDSCAPE
plant schedule

L2

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple Mature Size: H20' W24'	B & B	1.5\"-2.0\"	
	Acer truncatum x plataoides 'Pacific Sunset' / Pacific Sunset Maple Mature Size: H30' W25'	B & B	2\"Cal	
	Cedrus atlantica 'Glauca' / Blue Atlas Cedar Mature Size: H30' W15/	B & B		10-12' HT.
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine Mature Size: H20-25' W10-12'	B & B		10-12' HT.
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry Mature Size: H20-30' W20-25'	B & B	2\"Cal	
SHRUBS	BOTANICAL / COMMON NAME	SIZE		
	Caryopteris x clandonensis 'Grand Bleu' / Grand Bleu Mature Size: H3' W3'	5 gal		
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Mature Size: H3' W8'	5 gal		
	Stipa tenacissima / Mexican Feather Grass Mature Size: H2' W2'	1 gal		
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE		
	Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop	1 gal		
	Centranthus ruber / Red Valerian Mature Size: H24-30\" W36\"	1 gal		
	Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint Mature Size: H24-30\" W36\"	1 gal		
	Penstemon digitalis 'Huskers Red' / Husker Red Beard-Tongue Mature Size: H30\" W24\"	1 gal		
	Sedum spectabile 'Autumn Joy' / Stonecrop Mature Size: H18-24\" W18-24\"	1 gal		
GRASSES	BOTANICAL / COMMON NAME	SIZE		
	Bouteloua gracilis 'Blonde Ambition' / Blue Grama Mature Size: H30-36\" W30-36\"	1 gal		
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass Mature Size: H3-5' W2-3'	1 gal		
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass Mature Size: H2-3' W2-3'	1 gal		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT		
	Gray/Brown Crusher Fines	mulch		
	Planting Bed Area Mulch (3\" depth) Mulch at a minimum of 3\" depth with weed barrier fabric (Dewitt Pro-5)	mulch		
	Play Surfacing Play / Refer to play equipment list for manufacture	None		
	Turf Sod Bluegrass / Kentucky Bluegrass	sod		



HARMONY PHASE A PLAT 13 | Open Space Illustration
Eagle Mountain . Utah



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	Harmony A-14 Preliminary Plat
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	N/A
APPLICANT:	Flagship Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Neighborhood Residential One / Residential	4.29

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

The Planning Commission recommends the City Council approve the preliminary plat of Harmony A-14 with the condition that the remaining minor corrections are made and receive Staff approval.

BACKGROUND:

Harmony A-14 is proposed with 38 single-family lots with internal access to garages via private driveways. Development in Harmony is governed by a Development Agreement approved in 2018. The location of Harmony A-13 in the Agreement is identified as "Alternative Design Block" (ADB) which allows for varied residential layouts. Unlike other areas of Harmony which are already approved as a preliminary plat, the ADB designation does not have a set density or lot layout. Development of these areas is proposed with a density at the time an application is submitted.

The Agreement shows 44 units maximum and 38 are proposed. However, Section 7 of the Agreement states "The City makes no guarantee that the density maximum shown on the preliminary plat for these areas can be achieved."

Elevations are the same in Harmony A13 and A14.

ITEMS FOR CONSIDERATION:

Elevations under the current state code regarding single-family dwellings cannot be regulated by the City. However, the Agreement does state that, "All homes on lots within the project shall have a 'carriage' style or decorative, garage doors. The front of all homes will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy Board. This texture shall wrap around the front of the home at least until the first windows along each side of the home. Typical vinyl siding will not be used on the front of the homes." Any standards in approved Agreements can be enforced by the City, regardless of state code requirements.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the preliminary plat of Harmony A-

14 with the condition that the remaining minor corrections are made and receive Staff approval.

ATTACHMENTS:

1. Harmony 14 Civil
2. Harmony 14 Elevations
3. Harmony 14 Park

HARMONY PHASE 'A' PLAT '14'

CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

prepared for:

FLAGSHIP HOMES
300 SOUTH 1350 EAST, ST 2ND FLOOR
LEHI, UT 84043
PHONE: (801)766-4442

prepared by:

TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

GENERAL NOTES:

- 1) AS-BUILT DRAWING, FORMATTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS. SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS, INCLUDING GPS COORDINATES AND ELEVATIONS FOR UTILITIES.
- 2) ALL CONSTRUCTION IS TO BE DONE AS PER EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 3) CONTRACTOR TO ENSURE ALL ADA REQUIREMENTS ARE MET AND CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE EAGLE MOUNTAIN CITY STAFF, THE CONTRACTOR, ALL SUBCONTRACTORS AND THE PROPERTY OWNER.

EAGLE MOUNTAIN CITY GENERAL NOTES:

SEWER—
Pipe bedding: ¾" gravel required 6" below, on the sides & 12" above the pipe (minimum).
Depth : Sewer main/laterals to maintain 4' of cover (minimum) from finished grade, 3' minimum from top of pipe at time of installation.
Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
Sewer Y's: 3' minimum separation between sewer Y's.
Lateral stubs: A) stubs must extend 15' into property and be marked with 2x4 painted green B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
Manholes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes.

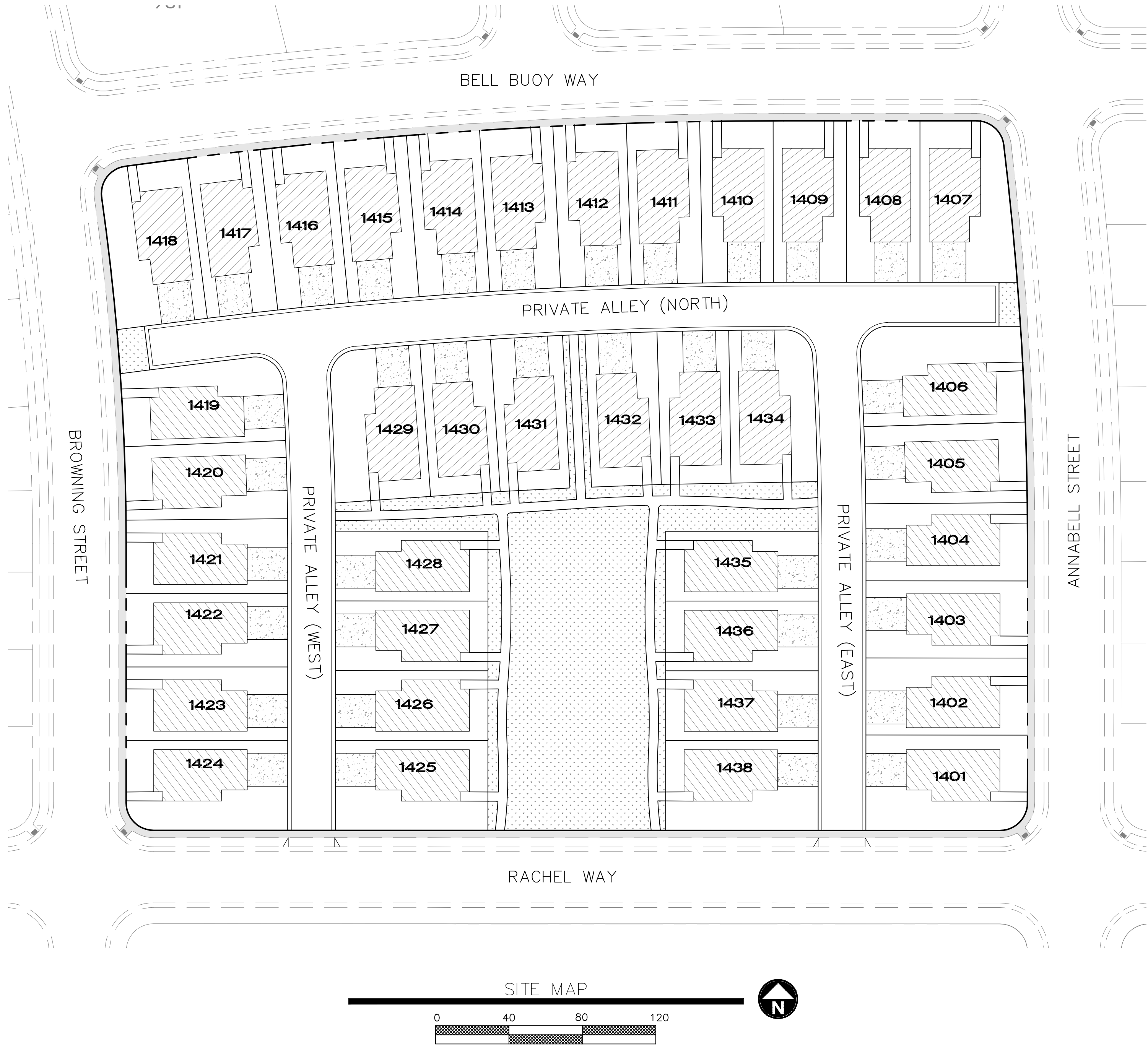
WATER—
Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
Services & Fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ¾" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
Water can lid: all lids to say 'Eagle Mountain' on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
Water Can: the water can for ¾" & 1" services will need to be 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specifications.
Hydrants: hydrants to be 5' bury (minimum).
Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot before backfill).
Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
Water line fittings: all fittings to have mega-lug followers.
Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN—
Bedding: ¾" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
ADS: all ADS pipe to be "HP" brand.
Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & and post collar pour.
Man holes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes

ROAD SECTION—
Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars, Manhole covers and water valve towers to be ¾" down from asphalt edge and concrete to be ¾" to 3/8" down from asphalt edge.

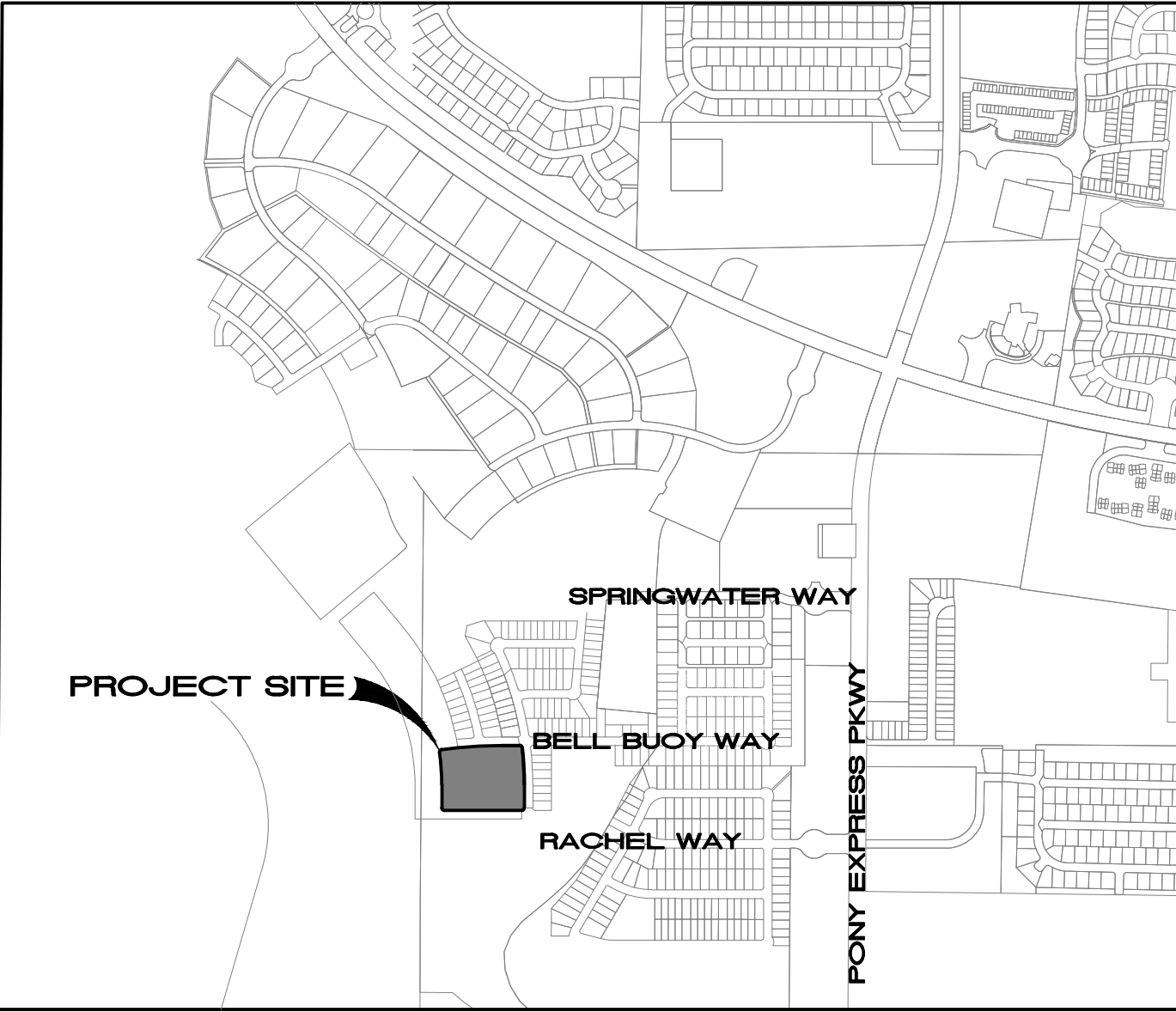
ALTERNATIVE BLOCK DESIGN NOTE:

THIS AREA IS DESIGNATED AS AN ALTERNATIVE BLOCK DESIGN IN THE HARMONY MASTER DEVELOPMENT AGREEMENT WHICH REQUIRES THE HOMES FRONT ONTO THE PUBLIC STREETS OR INTO THE OPEN SPACE AREA AND THAT THE DRIVEWAYS/GARAGES ARE ACCESSED BY THE PRIVATE ALLEYS.



SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	UTILITY PLAN
3	GRADING & DRAINAGE PLAN
4	PRIVATE ALLEY (NORTH) PLAN AND PROFILE
5	PRIVATE ALLEY (EAST AND WEST) PLAN AND PROFILE
6	DETAIL SHEET
PLAT	FINAL PLAT



VICINITY MAP

LAND USE	
ACREAGE:	4.286 acres
ACREAGE IN LOTS:	3.086 acres
ACREAGE IN PRIVATE ALLEY:	0.571 acres
LARGEST LOT:	4,274 sq.ft.
SMALLEST LOT:	3,137 sq.ft.
AVERAGE LOT SIZE:	3,540 sq.ft.
LOTS:	38 LOTS
UNIT DENSITY:	8.87 LOTS PER ACRE

REVISIONS				DESIGNED BY:	TGT
NO.	DATE	DESCRIPTION	BY	DRAWN BY:	TT
1	10/17/24	RED LINES		CHECK BY:	TGT
2				DATE:	8/25/24
3				CDWG FILE:	
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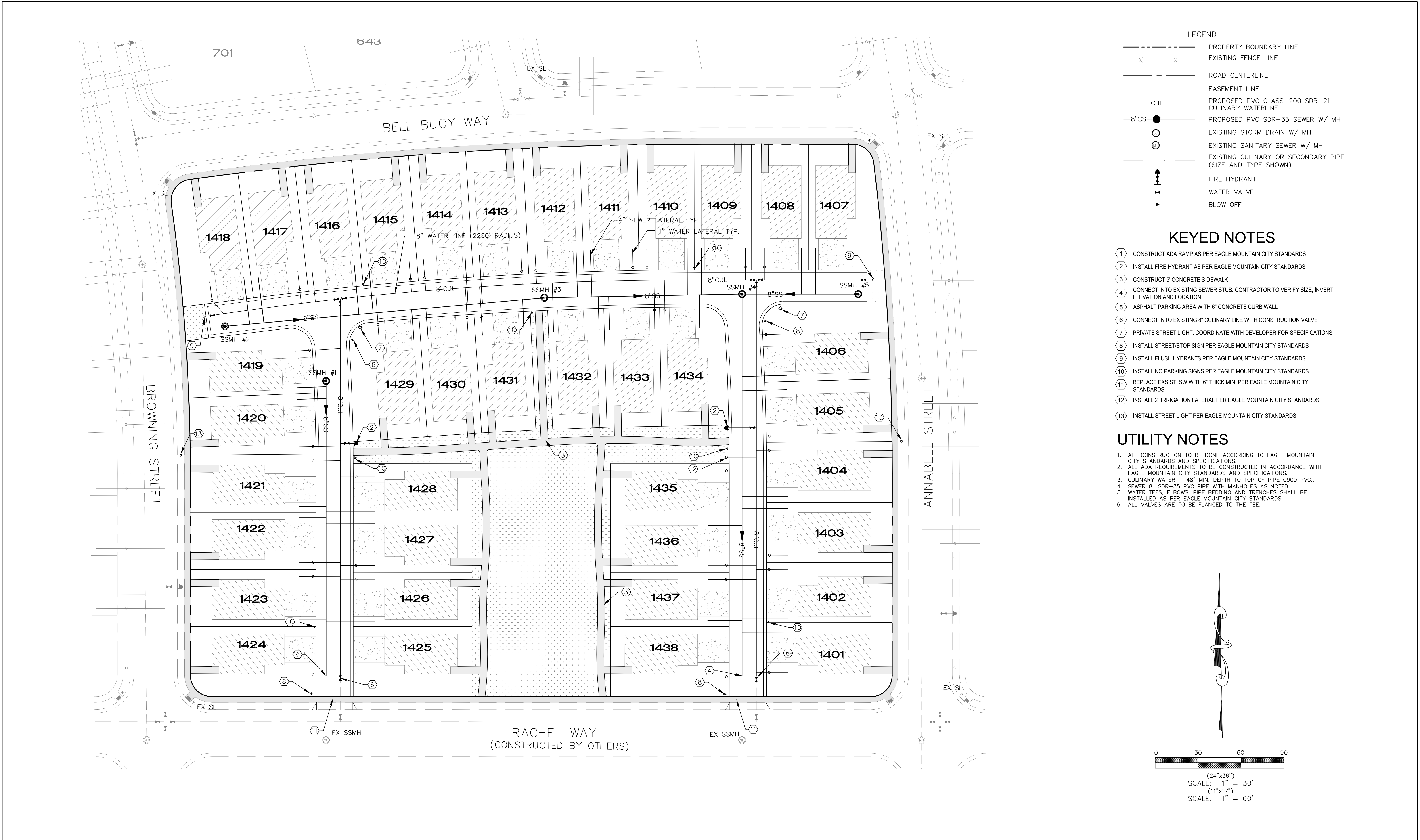
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '14'
A RESIDENTIAL SUBDIVISION

COVER SHEET

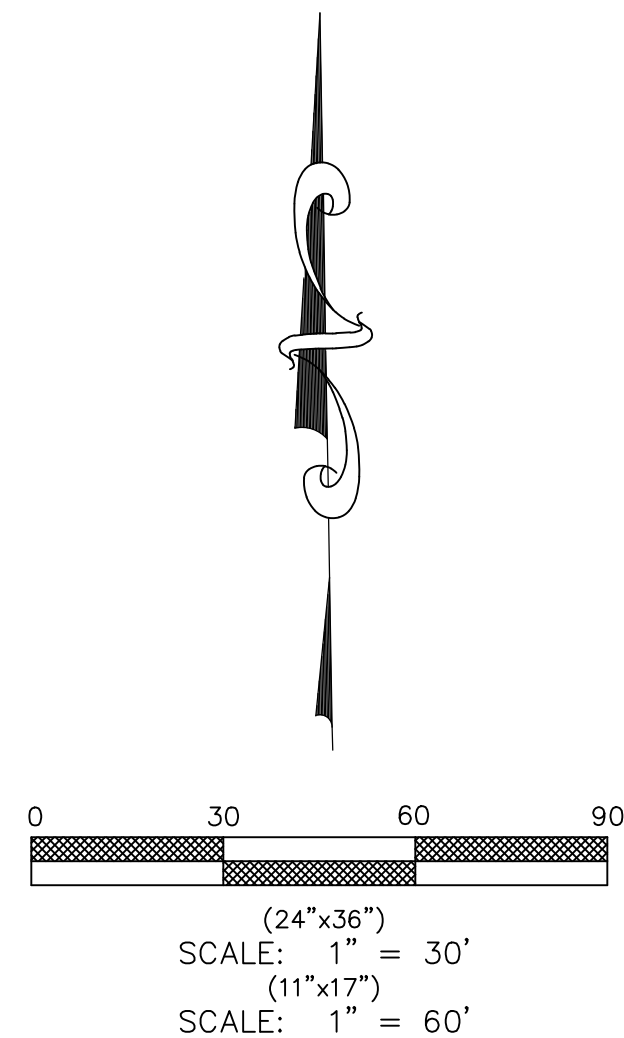
JOB
FS HARMONY
SHEET NO.
1



- LEGEND
- PROPERTY BOUNDARY LINE
 - EXISTING FENCE LINE
 - ROAD CENTERLINE
 - EASEMENT LINE
 - PROPOSED PVC CLASS-200 SDR-21 CULINARY WATERLINE
 - PROPOSED PVC SDR-35 SEWER W/ MH
 - EXISTING STORM DRAIN W/ MH
 - EXISTING SANITARY SEWER W/ MH
 - EXISTING CULINARY OR SECONDARY PIPE (SIZE AND TYPE SHOWN)
 - FIRE HYDRANT
 - WATER VALVE
 - BLOW OFF

- KEYED NOTES
- CONSTRUCT ADA RAMP AS PER EAGLE MOUNTAIN CITY STANDARDS
 - INSTALL FIRE HYDRANT AS PER EAGLE MOUNTAIN CITY STANDARDS
 - CONSTRUCT 5' CONCRETE SIDEWALK
 - CONNECT INTO EXISTING SEWER STUB. CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
 - ASPHALT PARKING AREA WITH 6" CONCRETE CURB WALL
 - CONNECT INTO EXISTING 8" CULINARY LINE WITH CONSTRUCTION VALVE
 - PRIVATE STREET LIGHT, COORDINATE WITH DEVELOPER FOR SPECIFICATIONS
 - INSTALL STREET/STOP SIGN PER EAGLE MOUNTAIN CITY STANDARDS
 - INSTALL FLUSH HYDRANTS PER EAGLE MOUNTAIN CITY STANDARDS
 - INSTALL NO PARKING SIGNS PER EAGLE MOUNTAIN CITY STANDARDS
 - REPLACE EXSIST. SW WITH 6" THICK MIN. PER EAGLE MOUNTAIN CITY STANDARDS
 - INSTALL 2" IRRIGATION LATERAL PER EAGLE MOUNTAIN CITY STANDARDS
 - INSTALL STREET LIGHT PER EAGLE MOUNTAIN CITY STANDARDS

- UTILITY NOTES
- ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
 - ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
 - CULINARY WATER - 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
 - SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
 - WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER EAGLE MOUNTAIN CITY STANDARDS.
 - ALL VALVES ARE TO BE FLANGED TO THE TEE.



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EAGLE MOUNTAIN,
UTAH

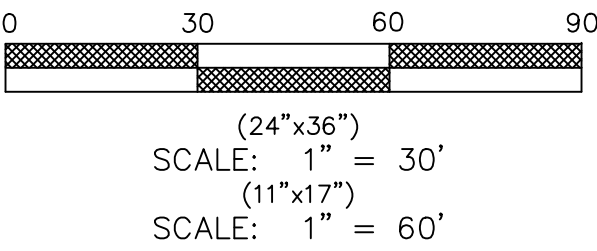
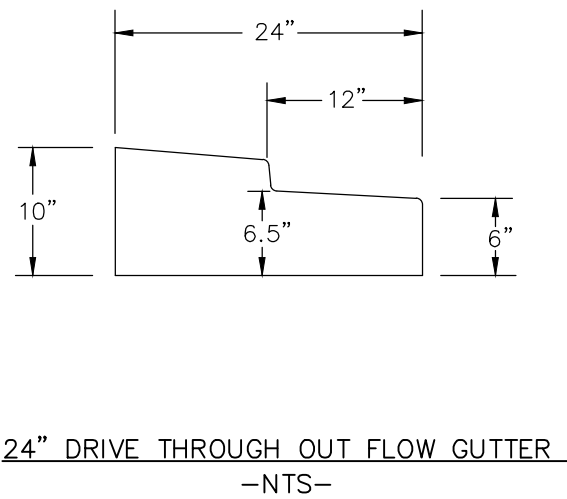
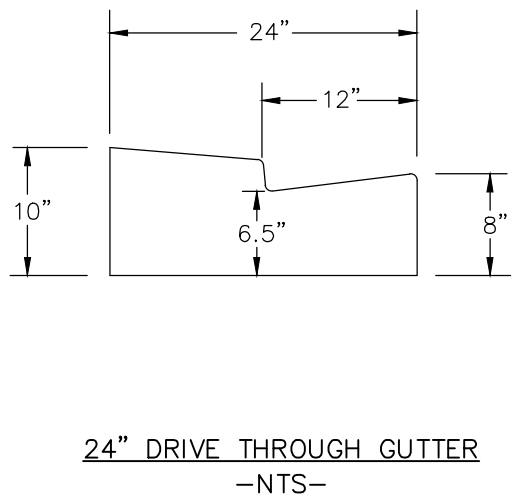
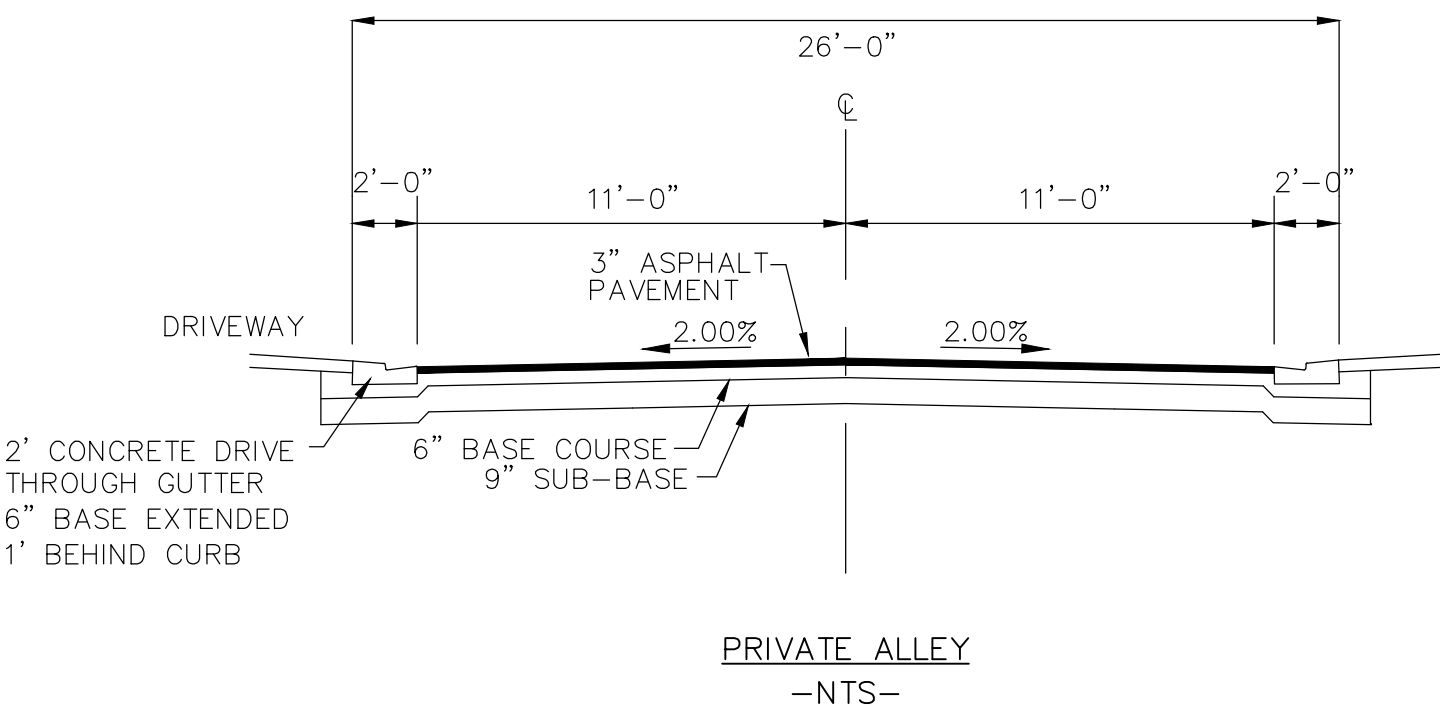
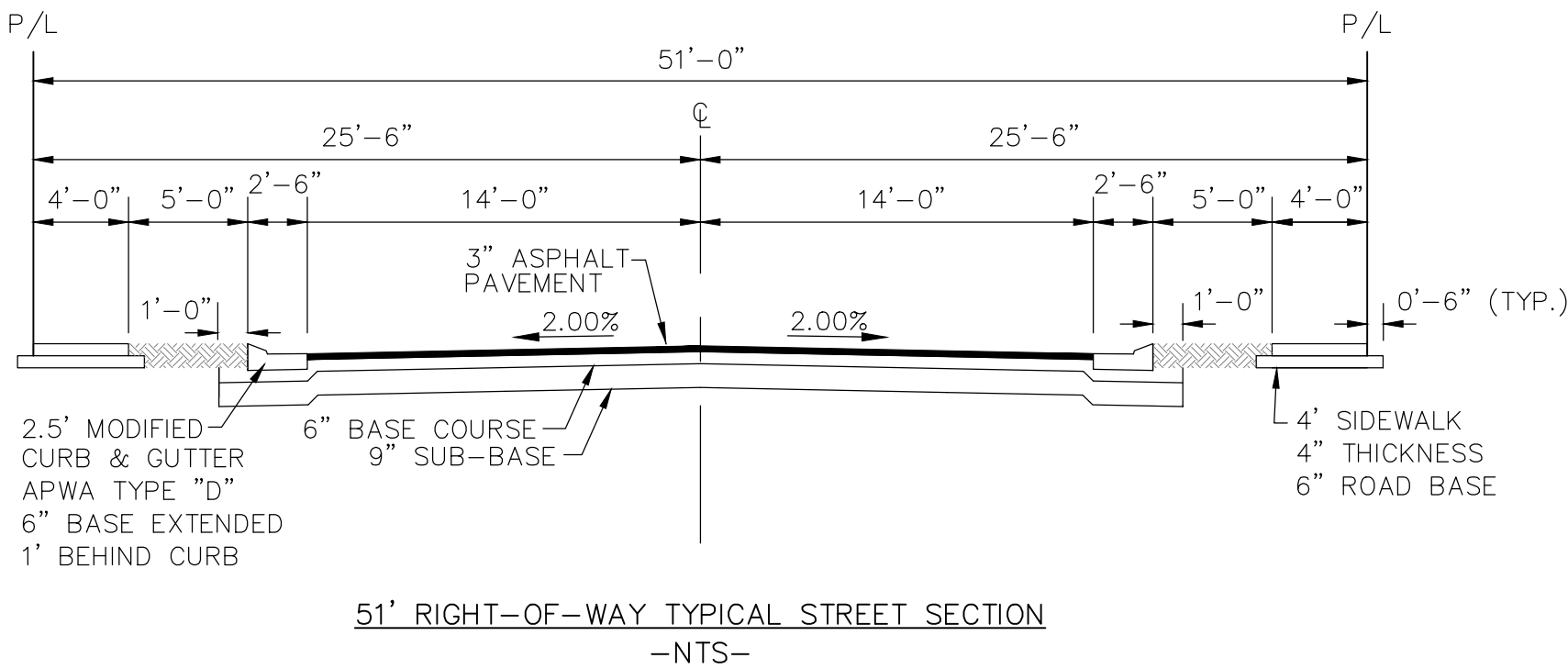
HARMONY PHASE 'A' PLAT '14'
A RESIDENTIAL SUBDIVISION

UTILITY PLAN

JOB
FS H6
SHEET NO.
2

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET, THE ALLEY WAY OR THE OPEN SPACE, THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.



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NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
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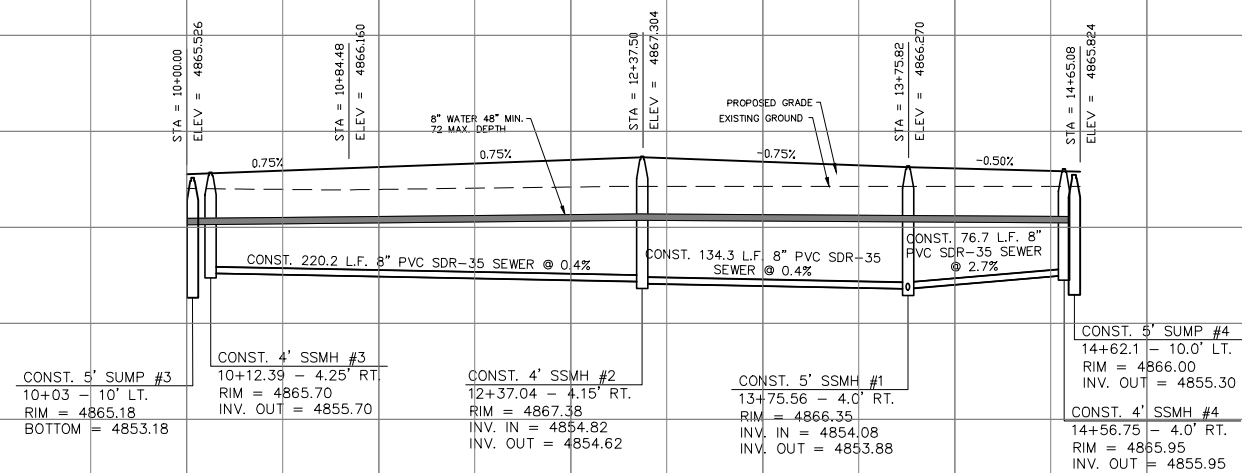
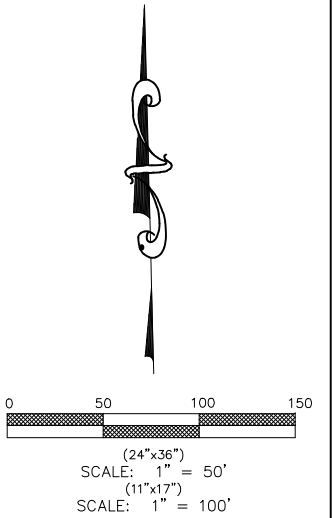
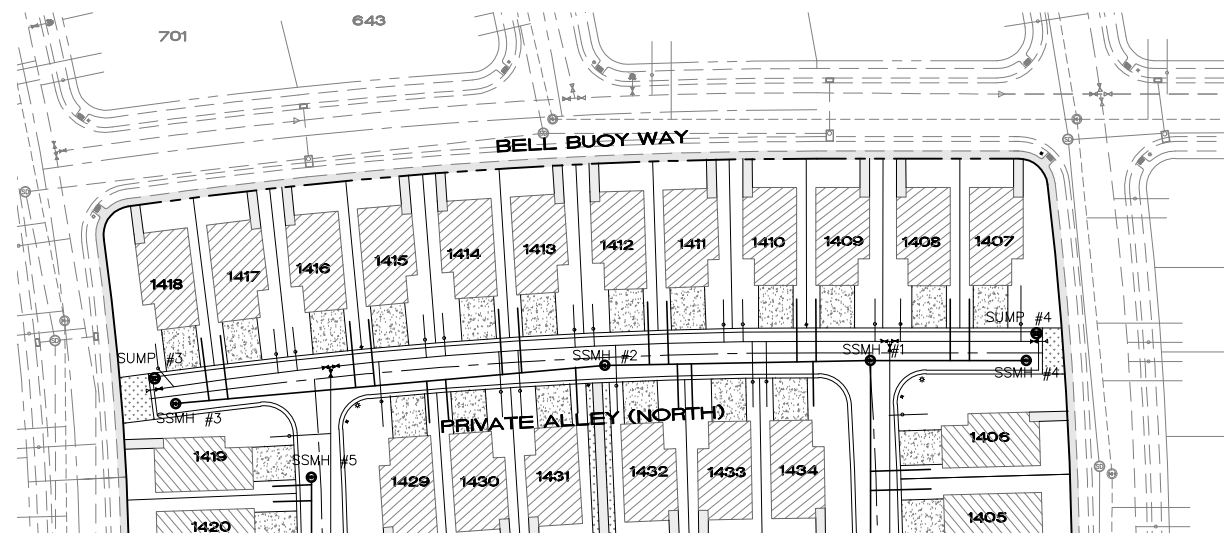
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UTAH

HARMONY PHASE 'A' PLAT '14'
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GRADING PLAN

JOB
FS HARMONY
SHEET NO.
3



(24" x 36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 20'

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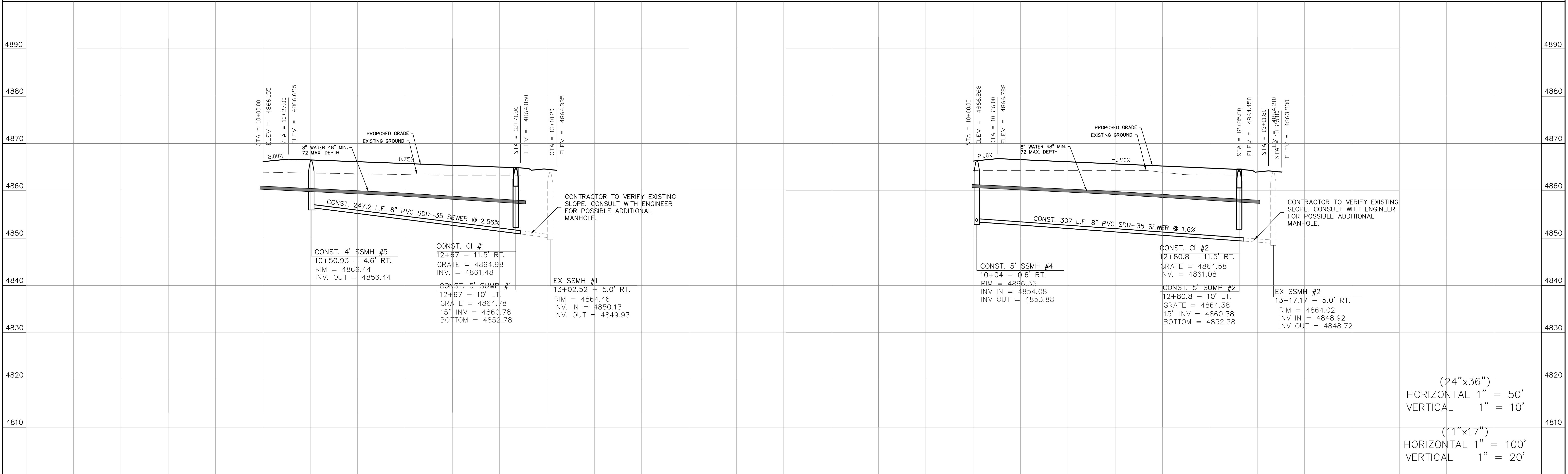
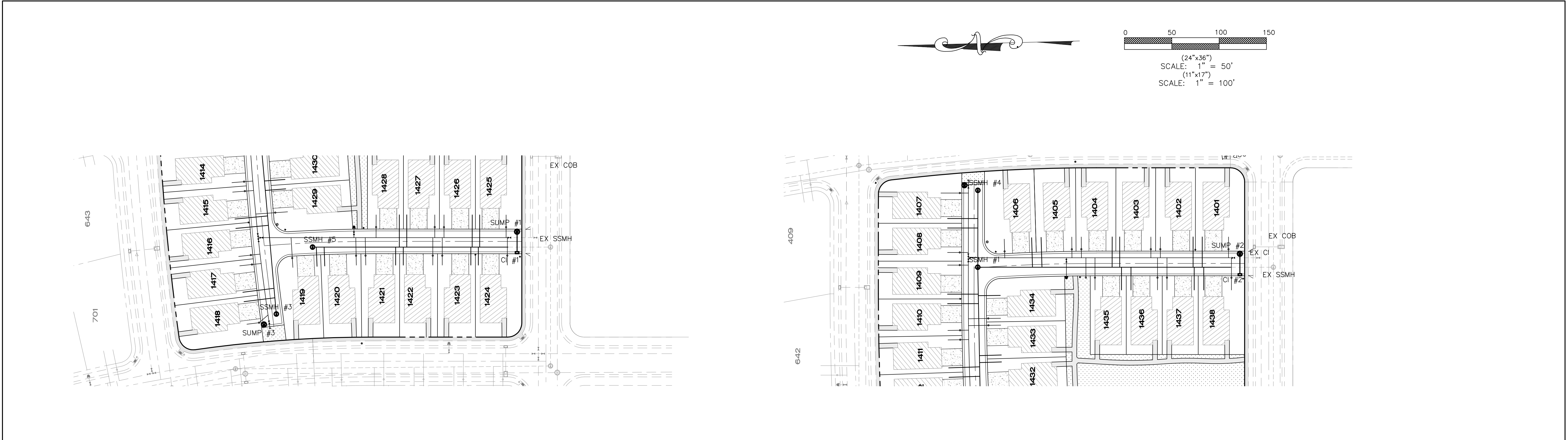
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UTAH

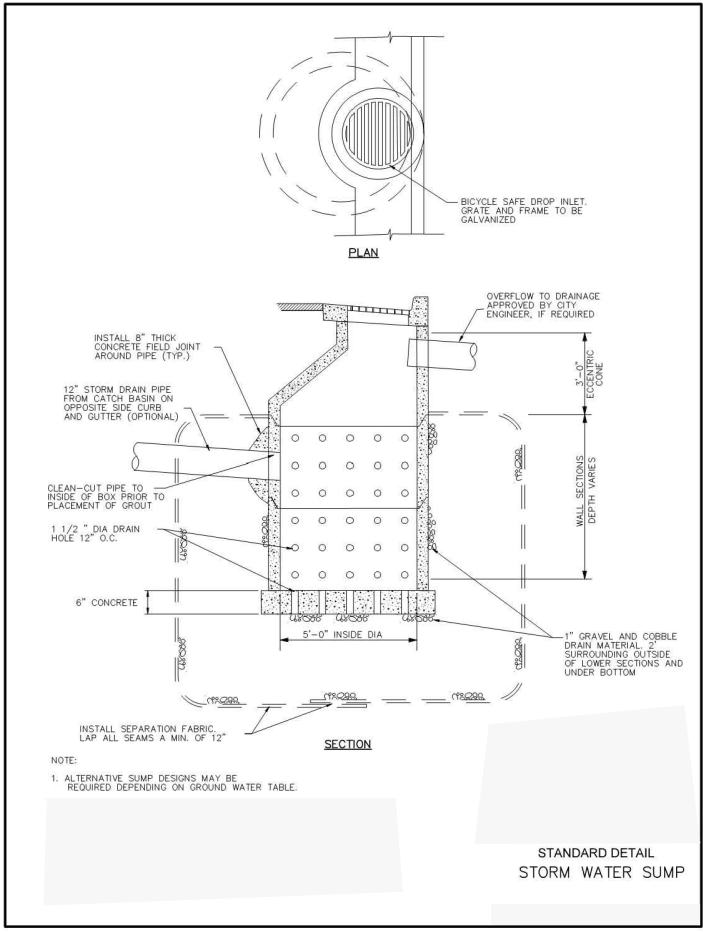
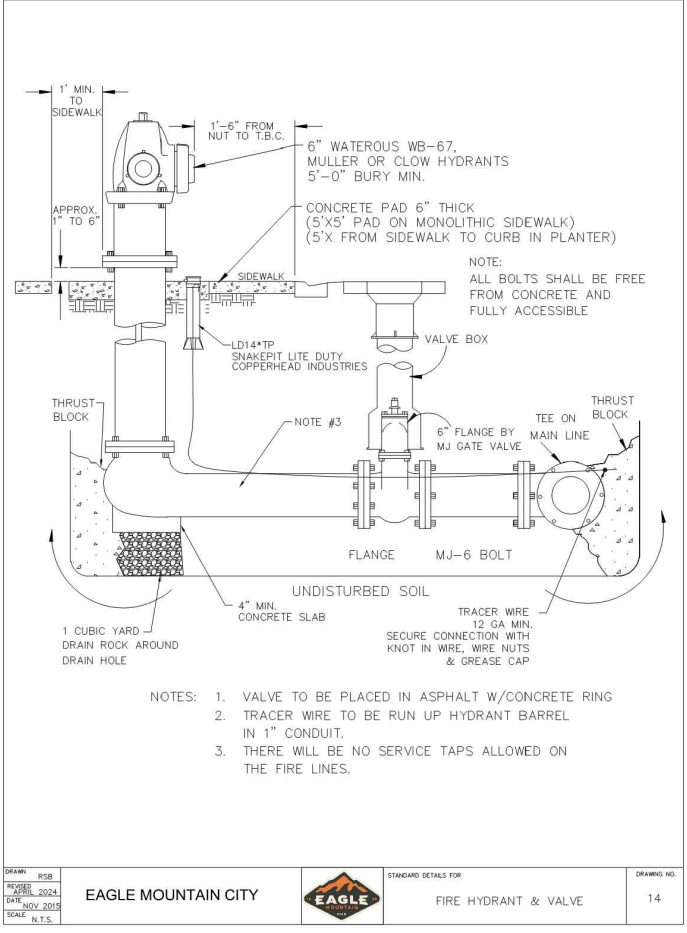
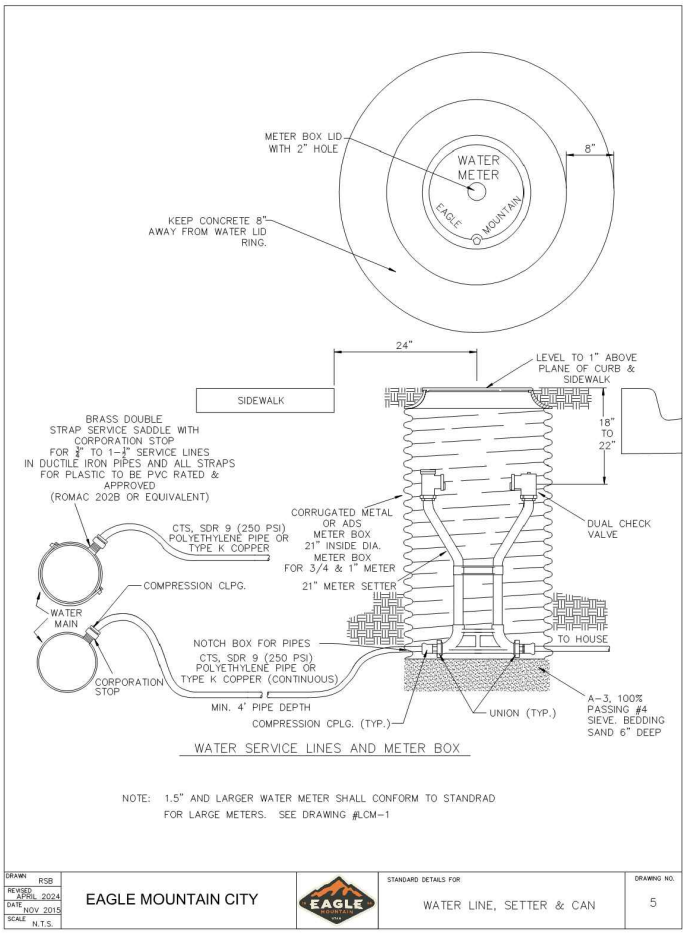
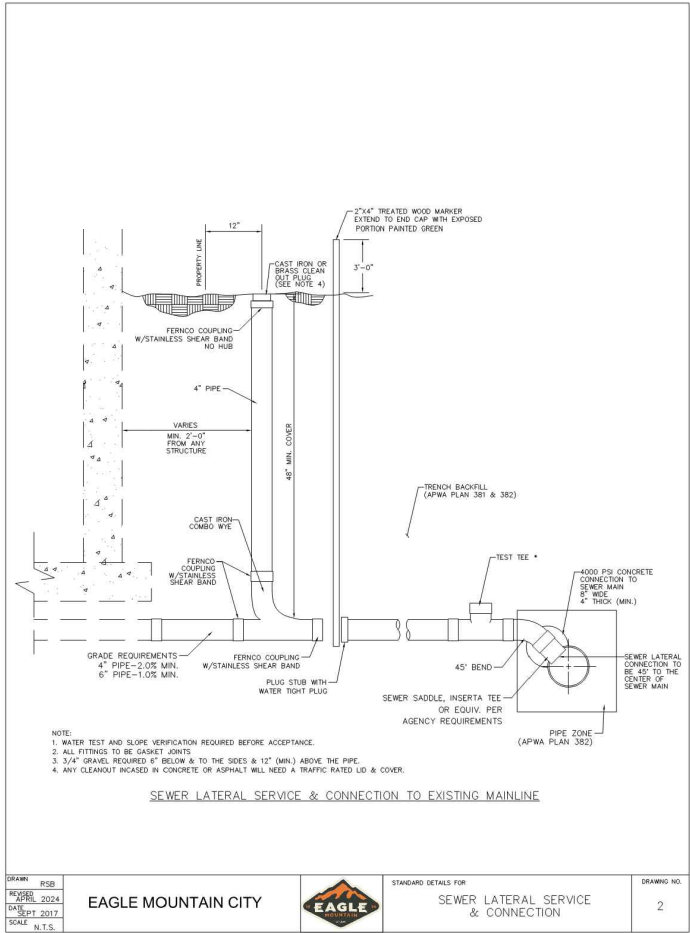
HARMONY PHASE 'A' PLAT '14'
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PLAN AND PROFILE
PRIVATE ALLEY (NORTH)

JOB OT3B
SHEET NO. 4



REVISIONS				10+00		11+00		12+00		13+00		14+00		10+00		11+00		12+00		13+00		14+00	
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT	TRANE ENGINEERING, P.C.						EAGLE MOUNTAIN, UTAH		HARMONY PHASE 'A' PLAT '14' A RESIDENTIAL SUBDIVISION						PLAN AND PROFILE EAST & WEST PRIVATE ALLEYS		JOB OT3B	
1				DRAWN BY:	TT	CONSULTING ENGINEERS AND LAND SURVEYORS 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544																SHEET NO. 5	
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EAGLE MOUNTAIN,
UTAH

HARMONY PHASE 'A' PLAT '14'
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DETAILS

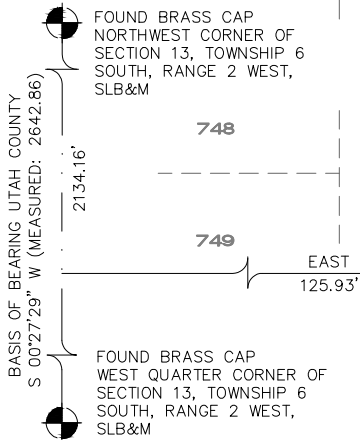
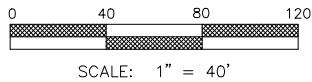
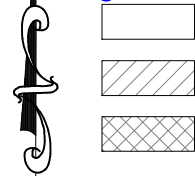
JOB
FS HARMONY

SHEET NO.
6

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	189.28	1338.50	8°06'09"	189.12	N4°02'27"W
C2	23.61	15.00	90°10'31"	21.25	N36°59'44"E
C3	359.64	2599.50	7°55'37"	359.35	N86°02'48"E
C4	21.78	15.00	83°11'05"	19.91	S48°23'52"E
C5	217.63	1829.50	6°48'56"	217.50	S3°23'51"E
C6	23.56	15.00	90°00'00"	21.21	S45°00'37"W
C7	23.56	15.00	90°00'00"	21.21	N44°59'23"W
C8	314.53	2511.50	7°10'32"	314.32	S86°25'21"W
C9	24.44	15.00	93°22'20"	21.83	S43°19'26"W
C10	102.51	1741.50	3°22'21"	102.49	N1°40'34"W
C11	102.29	1715.50	3°24'59"	102.27	N1°41'52"W
C12	22.66	15.00	86°33'33"	20.57	N46°41'08"W
C13	234.54	2485.50	5°24'24"	234.45	S87°19'54"W
C14	23.08	15.00	88°09'23"	20.87	S40°33'00"W
C15	89.70	1452.50	3°32'18"	89.69	N1°45'32"W
C16	87.66	1426.50	3°31'15"	87.64	N1°45'00"W
C17	24.39	15.00	93°09'31"	21.79	N50°05'23"W
C18	34.09	2599.50	0°45'05"	34.09	S82°27'32"W
C19	40.00	2599.50	0°52'54"	40.00	S83°16'32"W
C20	40.00	2599.50	0°52'54"	40.00	S84°09'26"W
C21	40.00	2599.50	0°52'54"	40.00	S85°02'20"W
C22	40.00	2599.50	0°52'54"	40.00	S85°55'14"W
C23	40.00	2599.50	0°52'54"	40.00	S86°48'07"W
C24	40.00	2599.50	0°52'54"	40.00	S87°41'01"W
C25	40.00	2599.50	0°52'54"	40.00	S88°33'55"W
C26	40.00	2599.50	0°52'54"	40.00	S89°26'49"W
C27	5.55	2599.50	0°07'20"	5.55	S89°56'56"W
C28	5.36	2511.50	0°07'20"	5.36	S89°56'56"W
C29	38.65	2511.50	0°52'54"	38.65	S89°26'49"W
C30	38.65	2511.50	0°52'54"	38.65	S88°33'55"W
C31	38.65	2511.50	0°52'54"	38.65	S87°41'01"W
C32	38.65	2511.50	0°52'54"	38.65	S86°48'07"W
C33	38.65	2511.50	0°52'54"	38.65	S85°55'14"W
C34	38.65	2511.50	0°52'54"	38.65	S85°02'20"W
C35	38.65	2511.50	0°52'54"	38.65	S84°09'26"W
C36	38.65	2511.50	0°52'54"	38.65	S83°16'32"W
C37	21.54	2487.50	0°29'46"	21.54	S83°04'58"W
C38	6.79	1452.50	0°16'04"	6.79	N0°07'25"W
C39	15.37	1452.50	0°36'22"	15.37	N0°33'38"W
C40	35.32	2485.50	0°48'51"	35.32	S85°02'08"W
C41	38.54	2485.50	0°53'18"	38.53	S85°53'12"W
C42	39.32	2485.50	0°54'23"	39.32	S86°47'03"W
C43	12.19	2485.50	0°16'52"	12.19	S87°22'41"W
C44	39.34	2485.50	0°54'25"	39.34	S87°58'19"W
C45	39.03	2485.50	0°53'59"	39.03	S88°52'30"W
C46	30.79	2485.50	0°42'36"	30.79	S89°40'48"W
C47	68.57	1715.50	2°17'25"	68.57	N2°15'39"W
C48	27.06	1715.50	0°54'13"	27.06	N0°39'50"W
C49	6.66	1715.50	0°13'21"	6.66	N0°06'03"W
C50	13.63	1426.50	0°32'51"	13.63	N0°15'49"W
C51	42.63	1426.50	1°42'44"	42.63	N1°23'36"W
C52	31.39	1426.50	1°15'40"	31.39	N2°52'48"W
C53	21.66	1741.50	0°42'45"	21.66	N0°20'46"W
C54	42.03	1741.50	1°22'57"	42.02	N1°23'37"W
C55	38.83	1741.50	1°16'39"	38.83	N2°43'25"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C56	67.55	1452.50	2°39'52"	67.54	N2°11'45"W
C57	12.79	1338.50	0°32'51"	12.79	N0°15'49"W
C58	40.00	1338.50	1°42'44"	40.00	N1°23'36"W
C59	39.92	1338.50	1°42'31"	39.91	N3°06'14"W
C60	24.03	1338.50	1°01'43"	24.03	N4°28'21"W
C61	72.55	1338.50	3°06'20"	72.54	N6°32'22"W
C62	75.15	1829.50	2°21'13"	75.14	N5°37'43"W
C63	24.06	1829.50	0°45'13"	24.06	N4°04'30"W
C65	52.20	1829.50	1°38'06"	52.20	N2°52'51"W
C66	43.95	2065.15	1°13'10"	43.95	N1°22'31"W
C67	22.26	1450.26	0°52'47"	22.26	N0°20'18"W

Very minor but this needs to be 40' of frontage. Previous comment.



ENBRIDGE GAS UTAH ACCEPTANCE

Questar Gas Company, dba Enbridge Gas Utah, hereby approves this plat spely for the purposes of confirming that the plat contains public utility easements. Enbridge Gas Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Enbridge Gas Utah's Right-of-Way Department at 800-366-8532.

QUESTAR GAS COMPANY
dba ENBRIDGE GAS UTAH

APPROVED THIS ____ DAY OF _____, 20____ BY____

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH TITLE____

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.

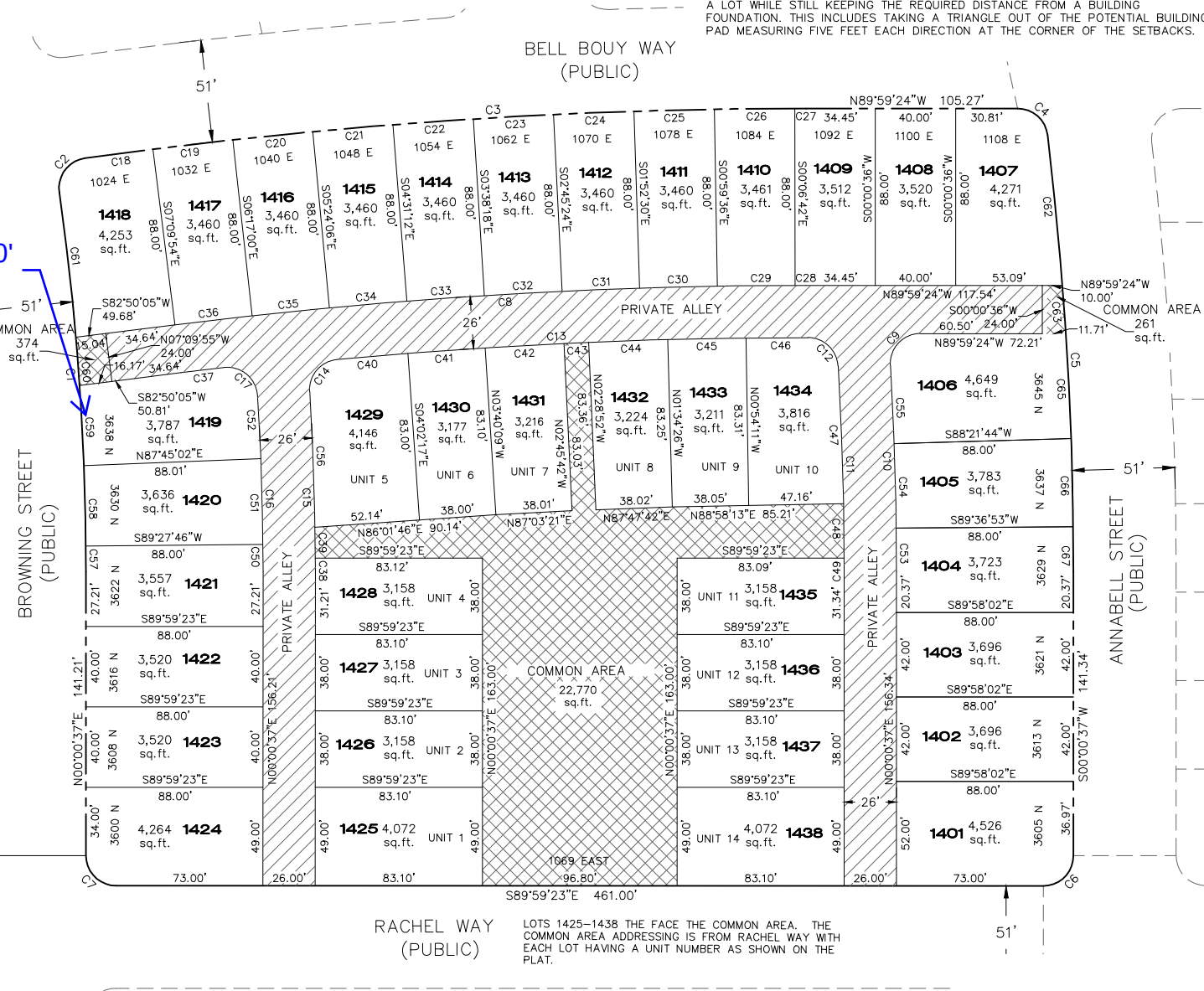
2. Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.

(1). A recorded easement 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

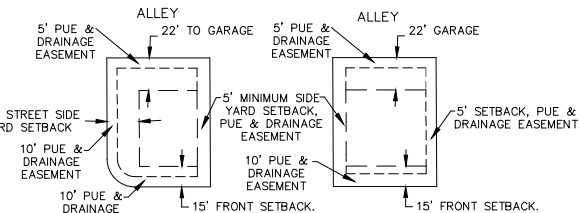
ROCKY MOUNTAIN POWER DATE

HARMONY PHASE A PLAT 14

SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



NOTES:
1- ALLEYS AND COMMON AREA ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION.
2- ALL GARAGES ACCESSED FROM ALLEYS. FRONT OF HOMES FACE PUBLIC ROW OR COMMON AREA.
3- 11 CORNER LOTS SHALL CONTAIN A "CORNER CUTOFF" SETBACK TO ALLOW FOR PROPER DISTANCE FOR GAS AND ELECTRIC UTILITIES TO ROUND THE CORNERS OF A LOT WHILE STILL KEEPING THE REQUIRED DISTANCE FROM A BUILDING FOUNDATION. THIS INCLUDES TAKING A TRIANGLE OUT OF THE POTENTIAL BUILDING PAD MEASURING FIVE FEET EACH DIRECTION AT THE CORNER OF THE SETBACKS.

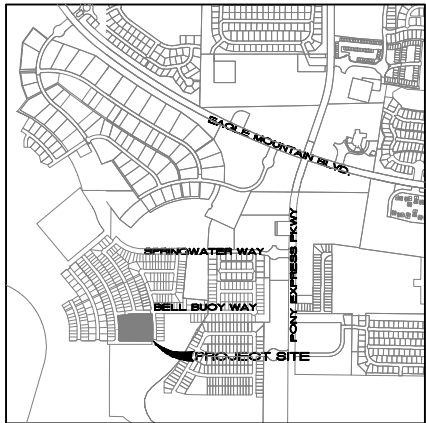


TYPICAL CORNER LOT TYPICAL INTERIOR LOT
SETBACK AND EASEMENT DETAIL
-NTS-

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.

DIRECT COMMUNICATIONS DATE



VICINITY MAP

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 LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S. DATE

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 2134.16 feet along the section line and East 125.93 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°00'37" East 141.21 feet; thence Northerly 189.28 feet along the arc of a 1338.50 foot radius curve to the left, the chord of which bears North 04°02'27" West 189.12 feet; thence Northeasterly 23.61 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears North 36°59'44" East 21.25 feet; thence Easterly 359.64 feet along the arc of a 2599.50 foot radius curve to the right, the chord of which bears North 86°02'48" East 359.35 feet; thence South 89°59'24" East 105.27 feet; thence Southeasterly 21.78 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South 48°23'52" East 19.91 feet; thence Southerly 217.63 feet along the arc of a 1829.50 foot radius curve to the right, the chord of which bears South 03°23'51" East 217.50 feet; thence South 00°00'37" West 141.34 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'23" West 461.00 feet; thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears North 44°59'23" West 21.21 feet; to the point of beginning.

Parcel contains: 4.286 acres

Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83 UTAH COUNTY).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors 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, 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 on the inhabitants thereof. Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys the common area, as indicated heron, to the Harmony home owners association, PO Box 827, Lehi, UT, 84043

OWNER(S): AUTHORIZED SIGNATURES
PRINTED

ACKNOWLEDGEMENT

On the ____ day of _____, 20____, 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 _____ NOTARY PUBLIC SIGNATURE
COMMISSION NUMBER PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on 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 ____ day of _____, 20____

APPROVED BY MAYOR APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER ATTEST BY CITY RECORDER
(See Seal Below) (See Seal Below)

PHASE 'A' PLAT '14'

HARMONY

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

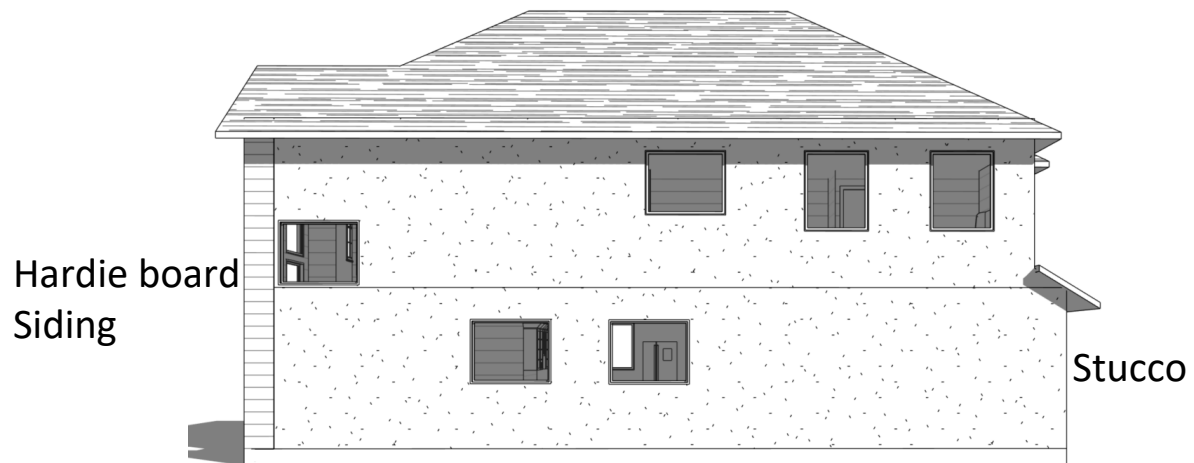
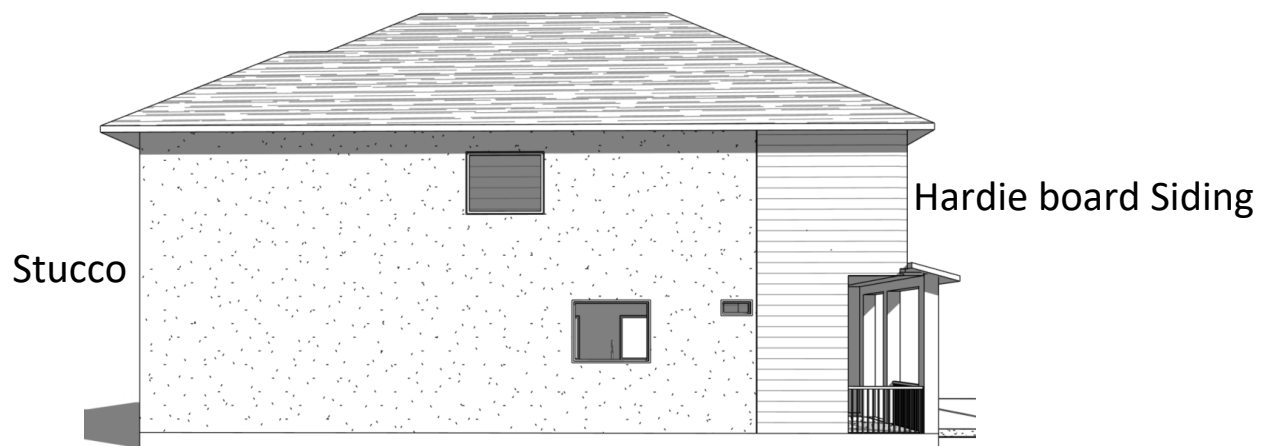
LAND USE	
ACREAGE:	4.286 acres
ACREAGE IN LOTS:	3.192 acres
ACREAGE IN PRIVATE ALLEY:	0.571 acres
ACREAGE IN PRIVATE OPEN SPACE:	0.523 acres
LARGEST LOT:	4,649 sq.ft.
SMALLEST LOT:	3,137 sq.ft.
AVERAGE LOT SIZE:	3,540 acres
LOTS:	38 LOTS
UNIT DENSITY:	8.87 LOTS PER ACRE

COBALT A

Hardie board
siding

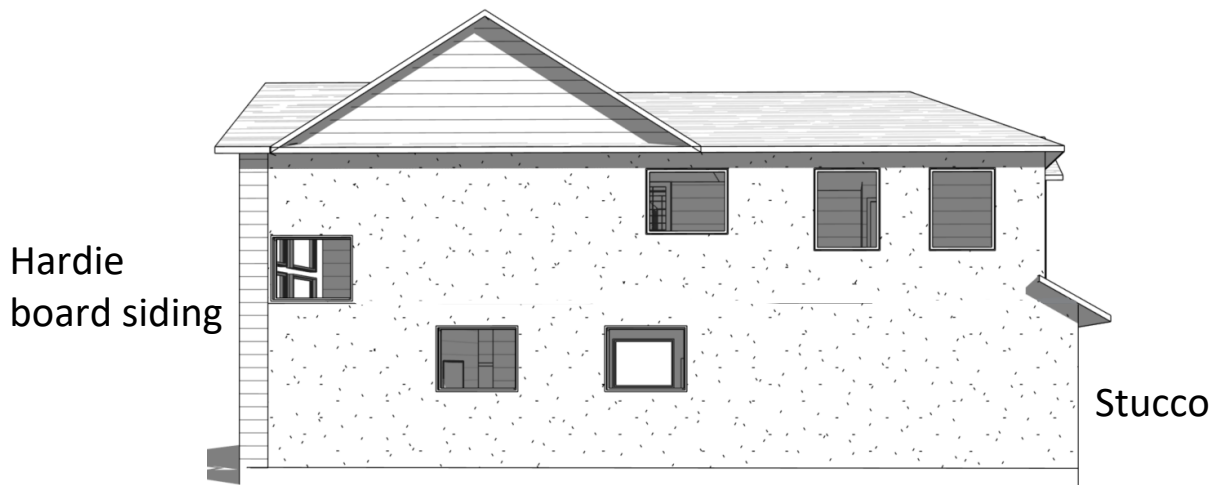
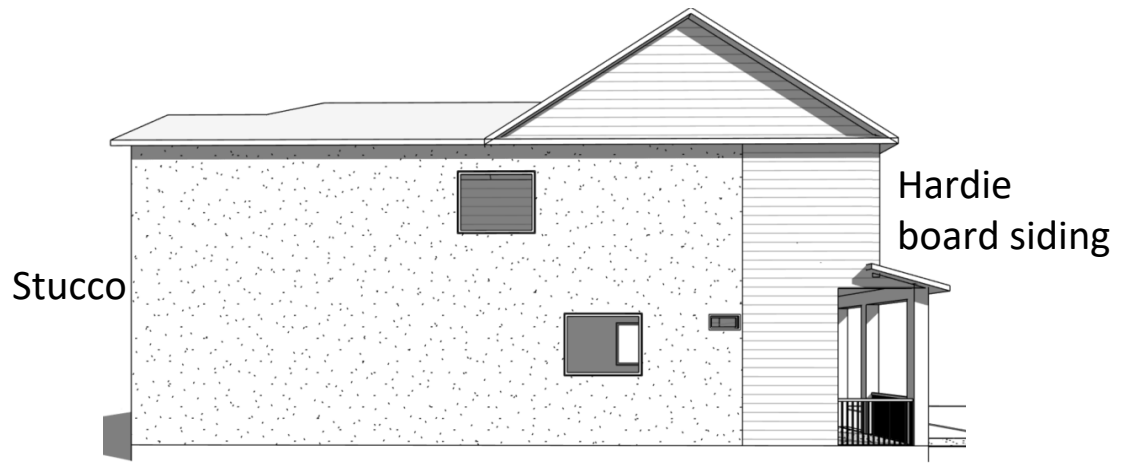


Board and Batten



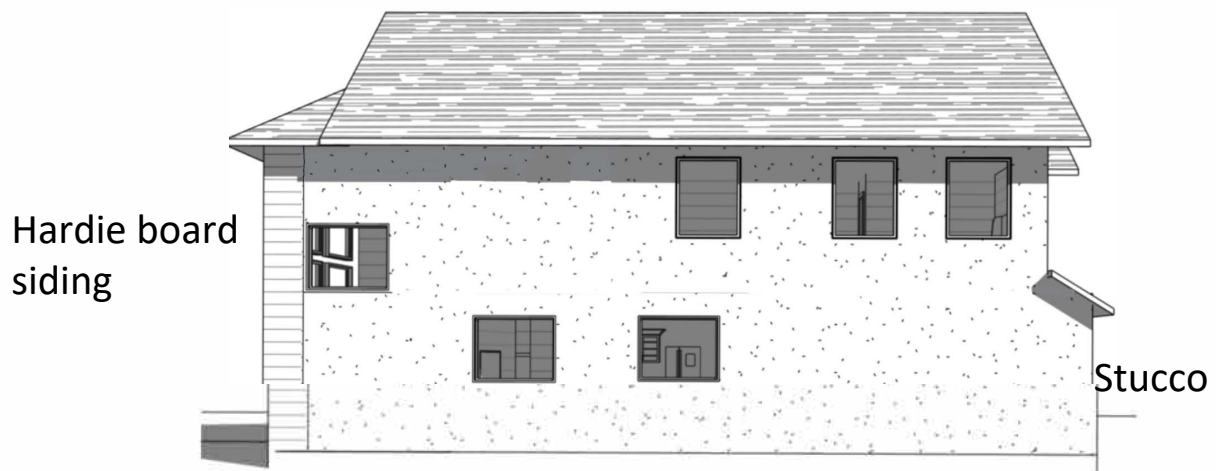
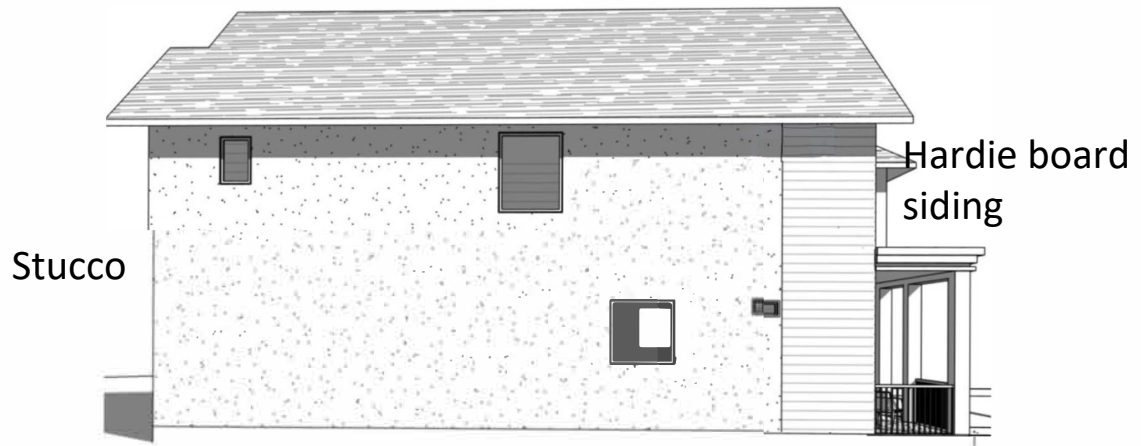
COBALT B





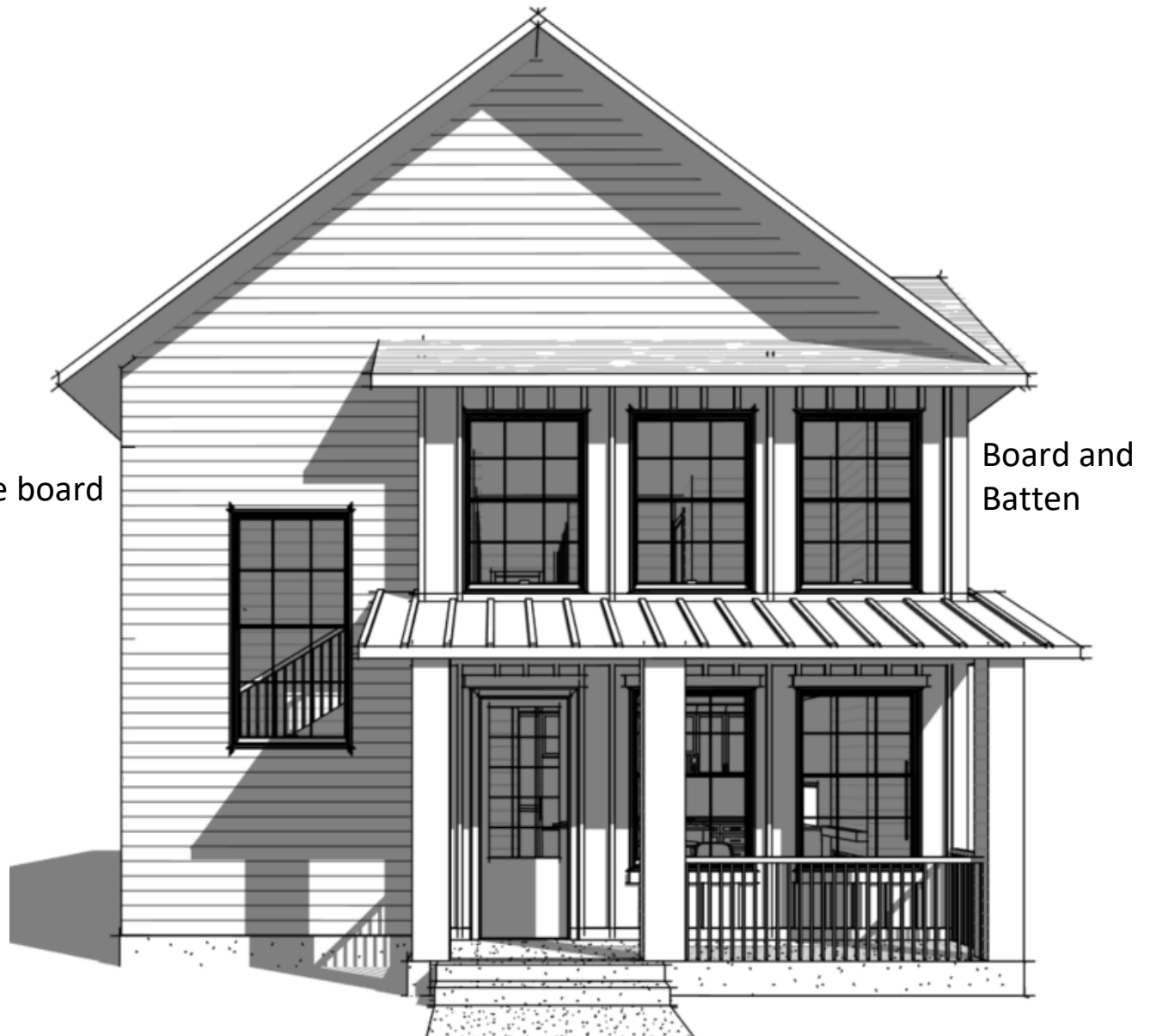
COBALT C



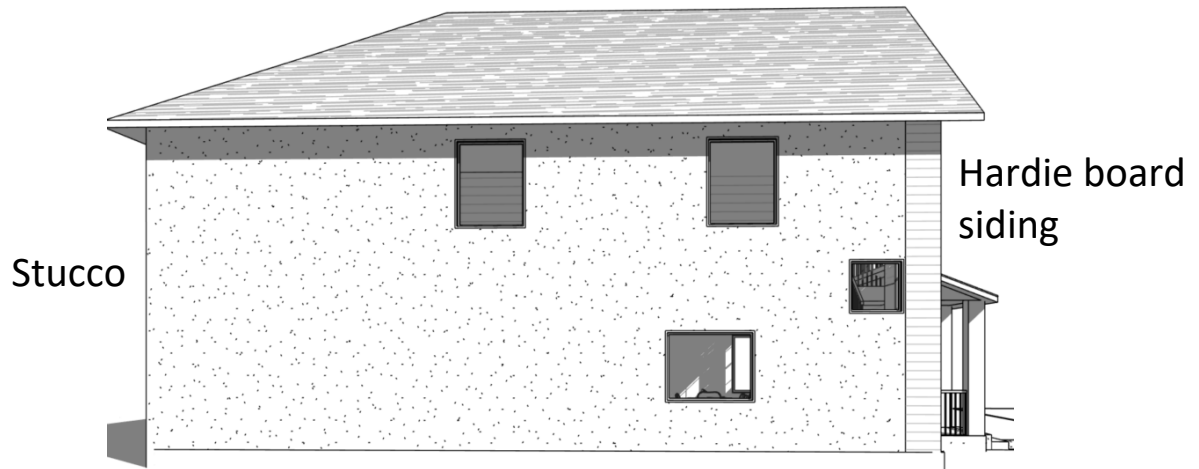


JASPER A

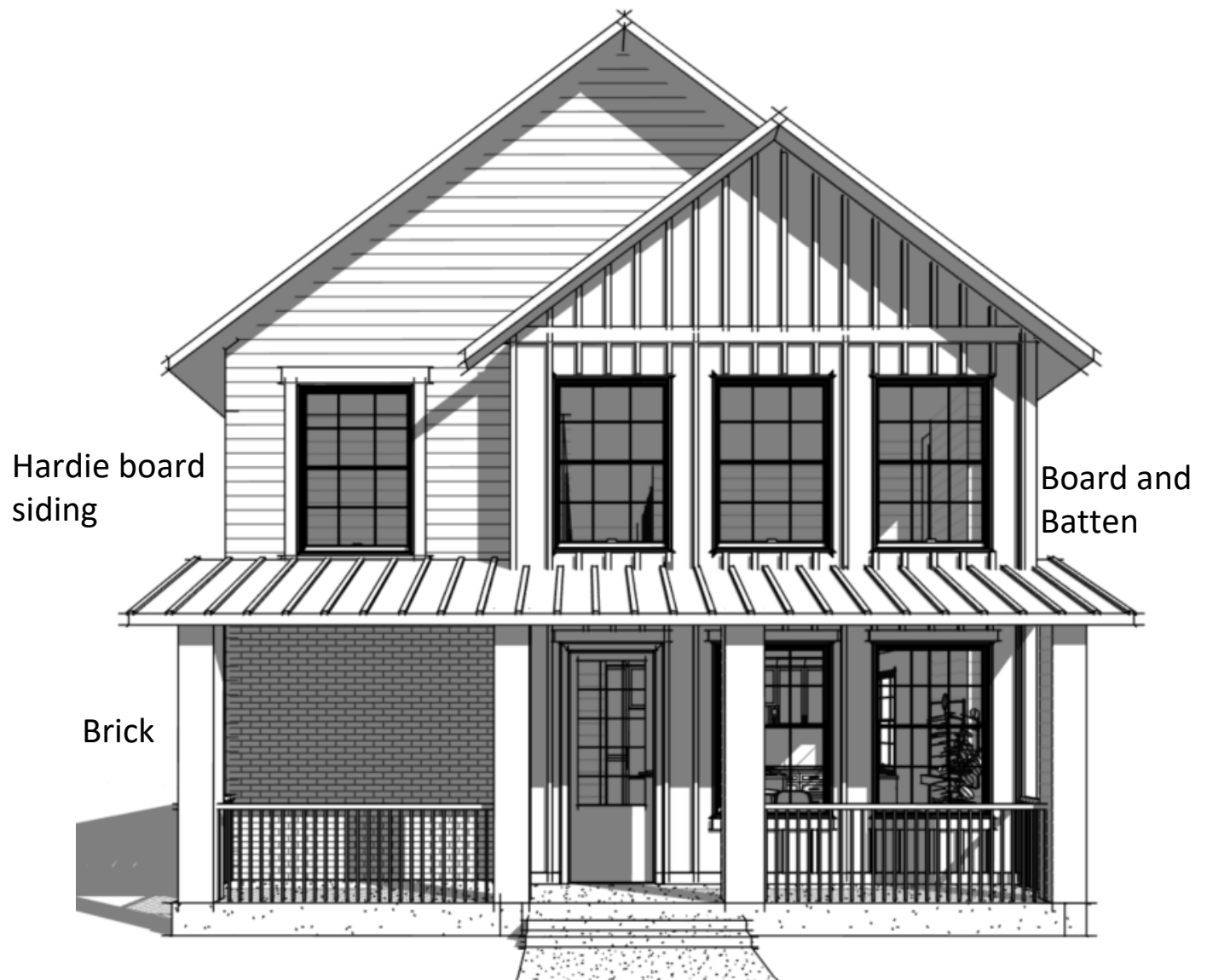
Hardie board
siding

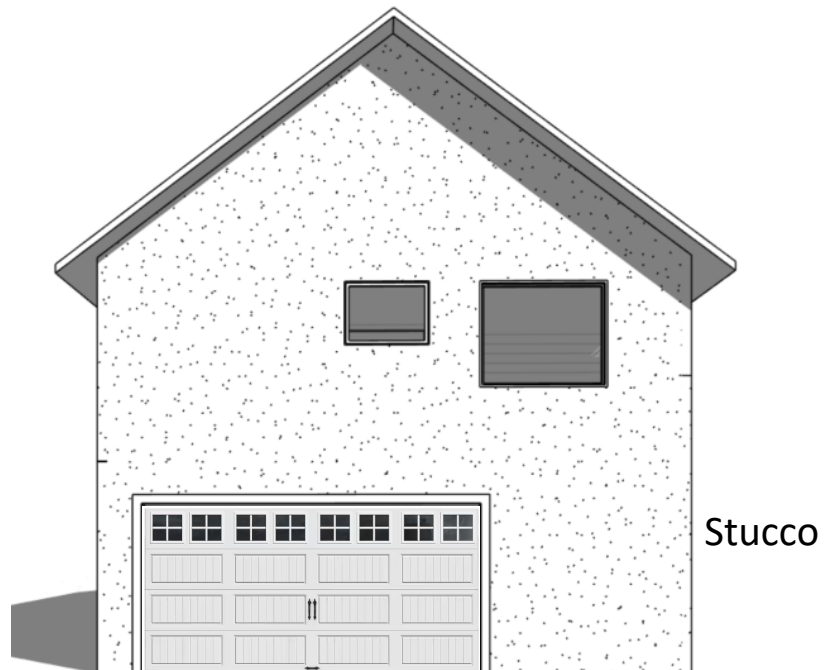
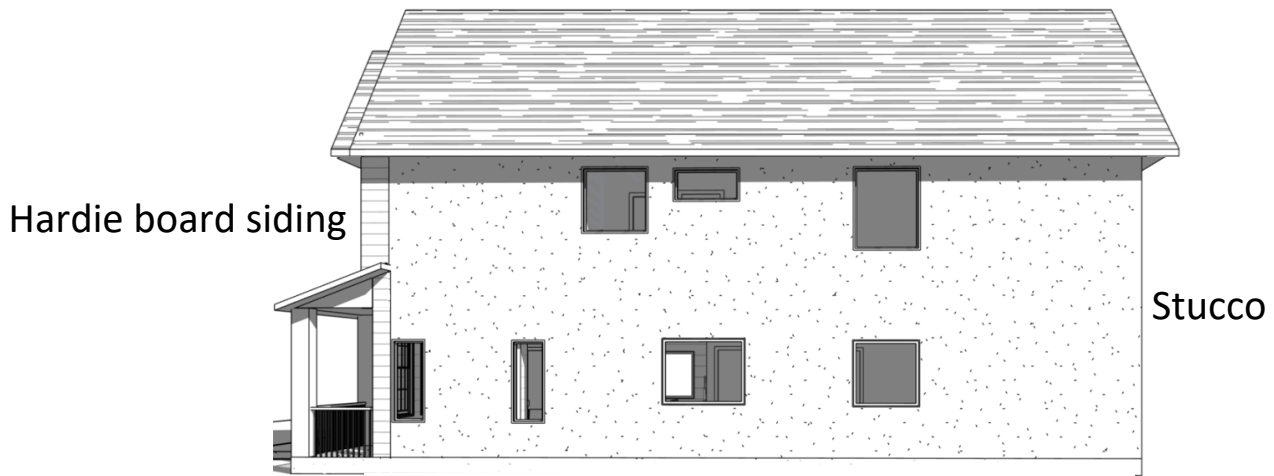


Board and
Batten



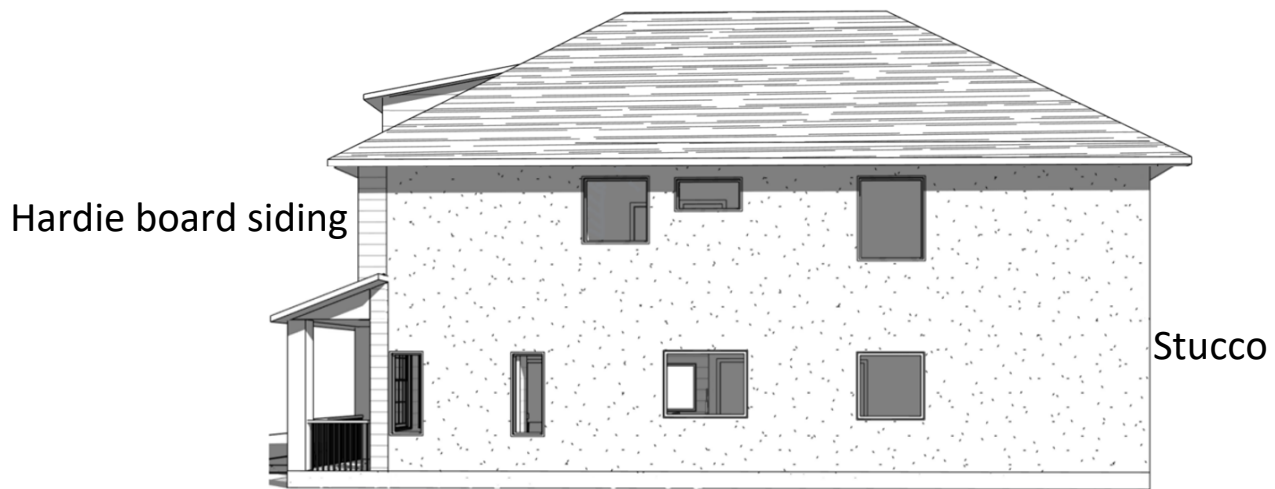
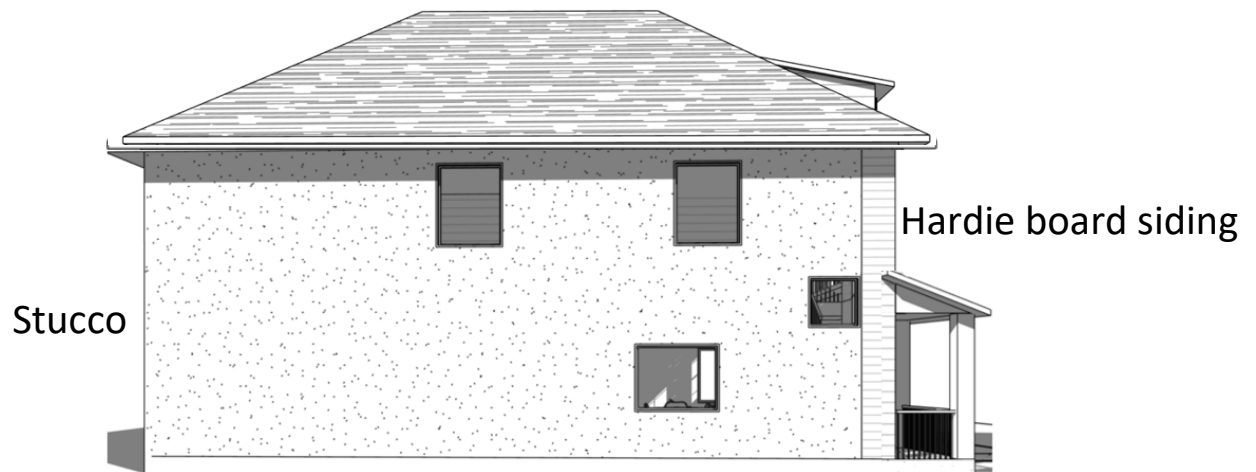
JASPER B



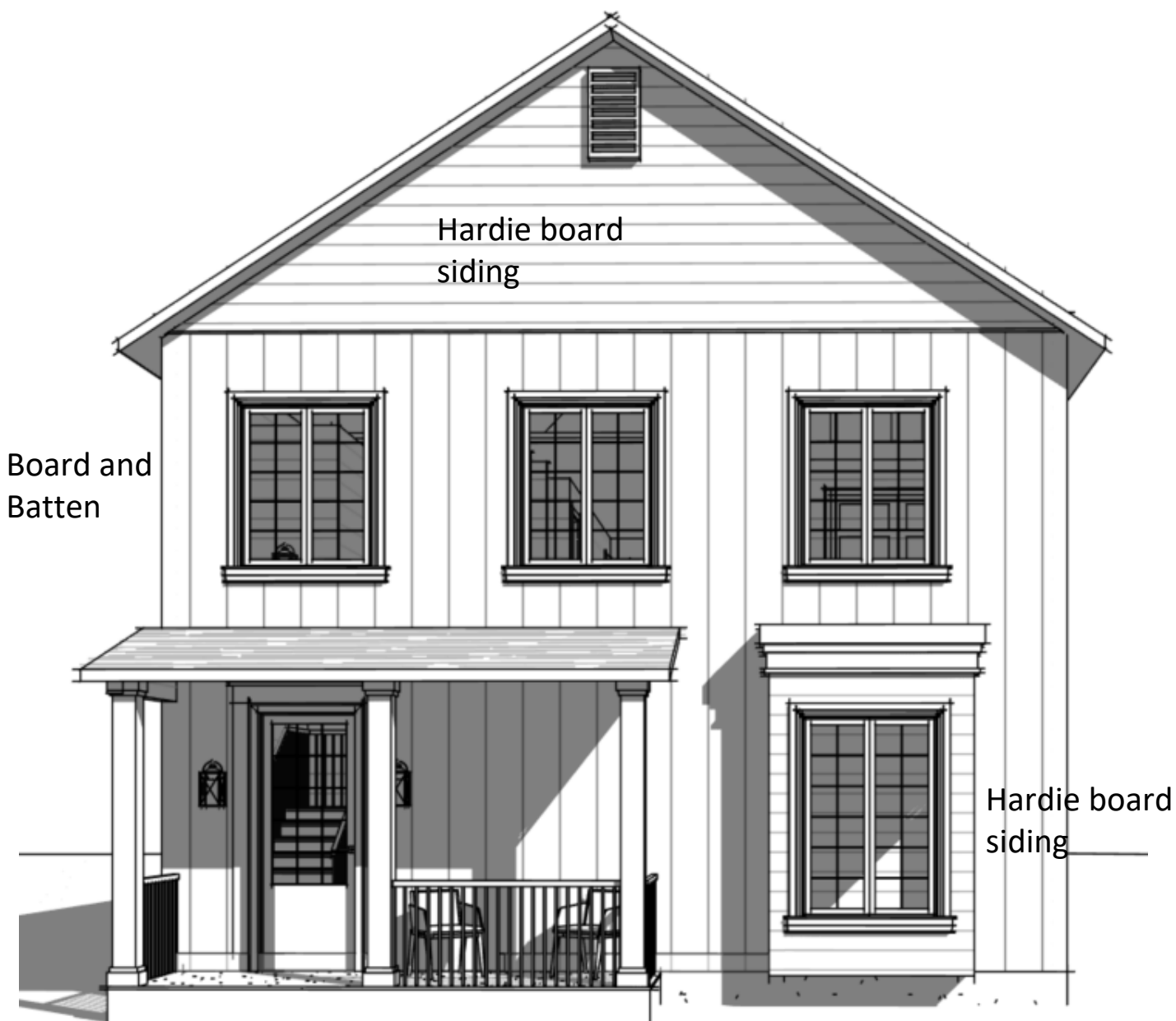


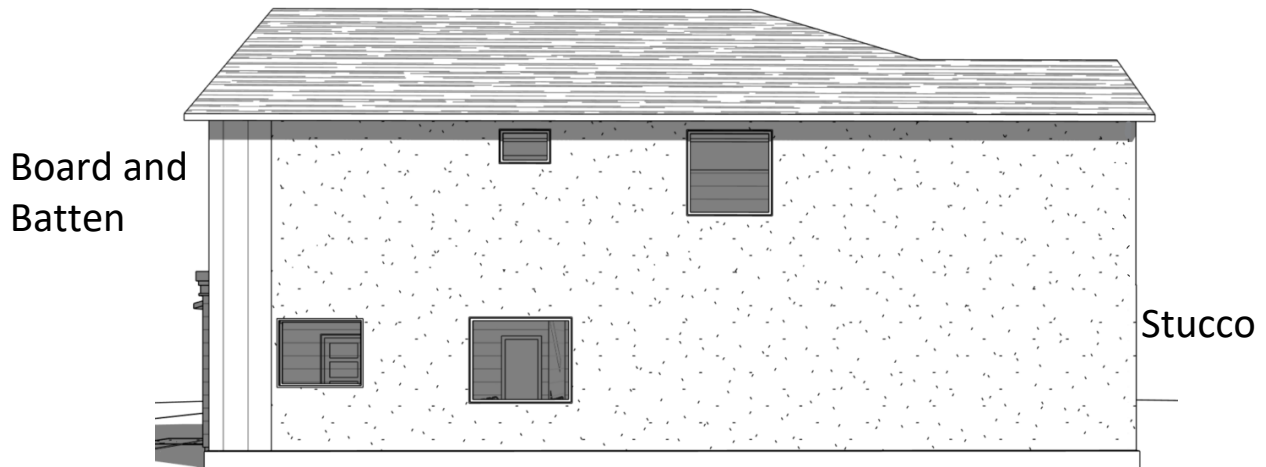
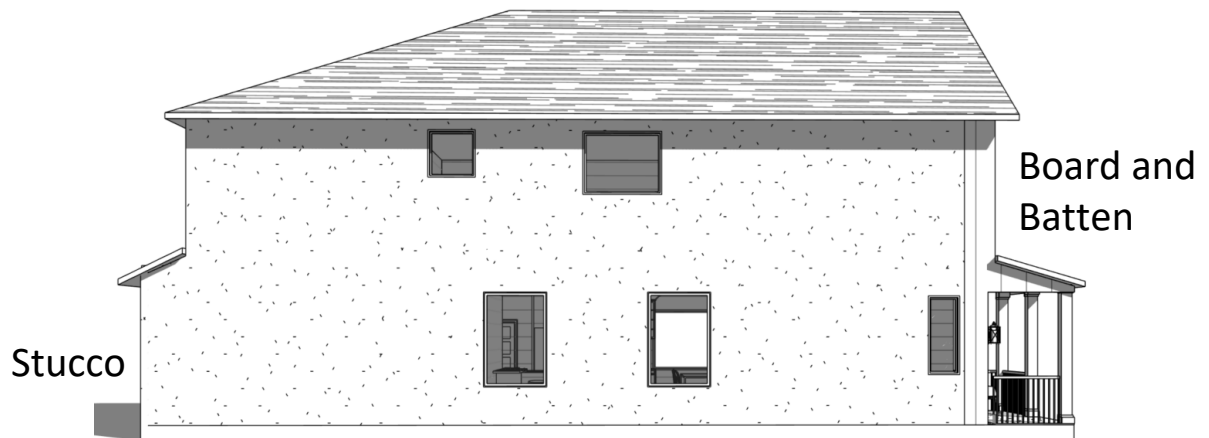
JASPER



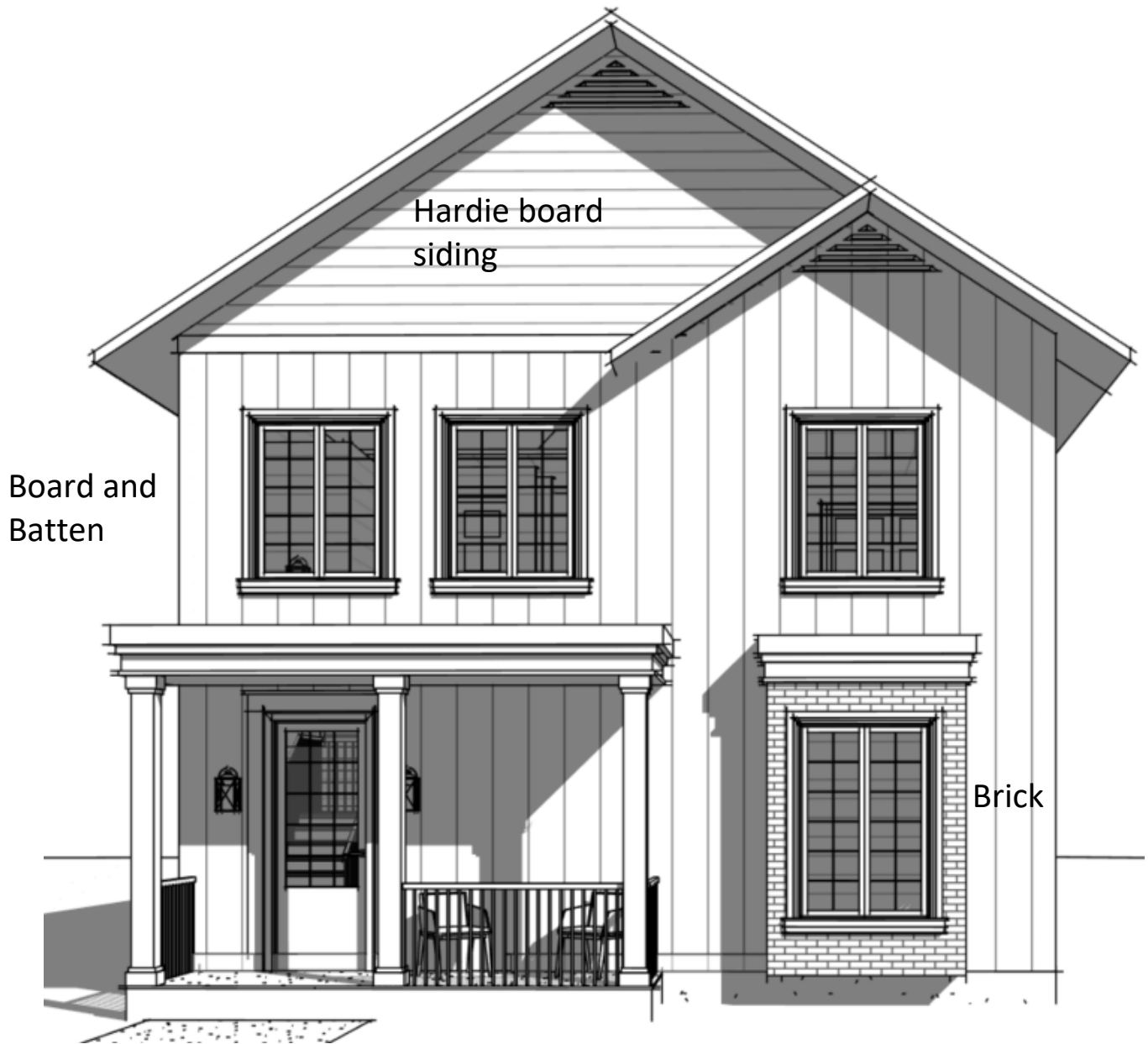


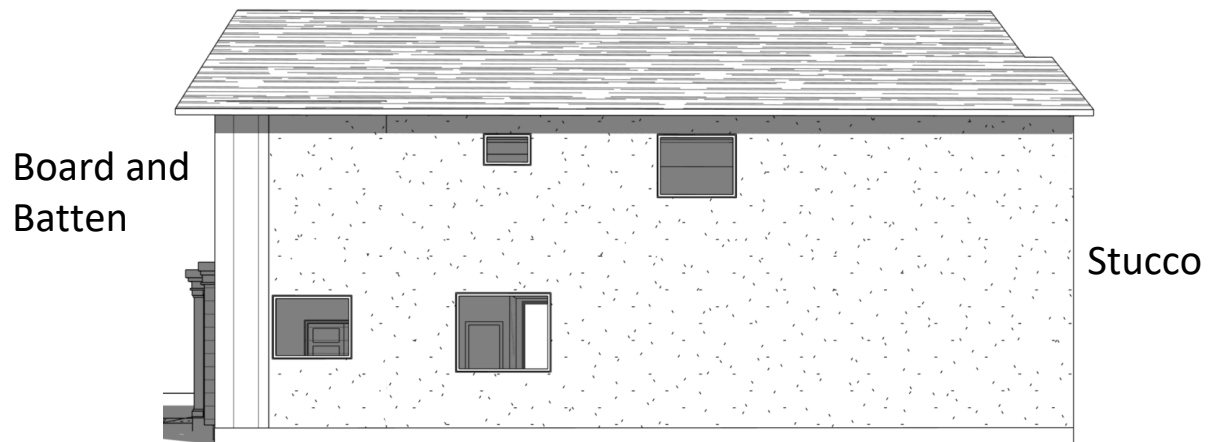
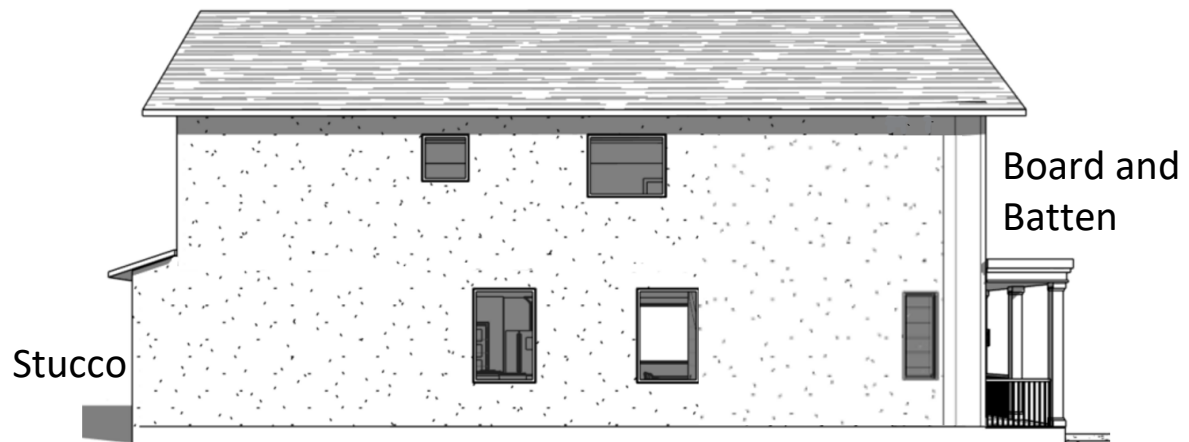
AMBER A





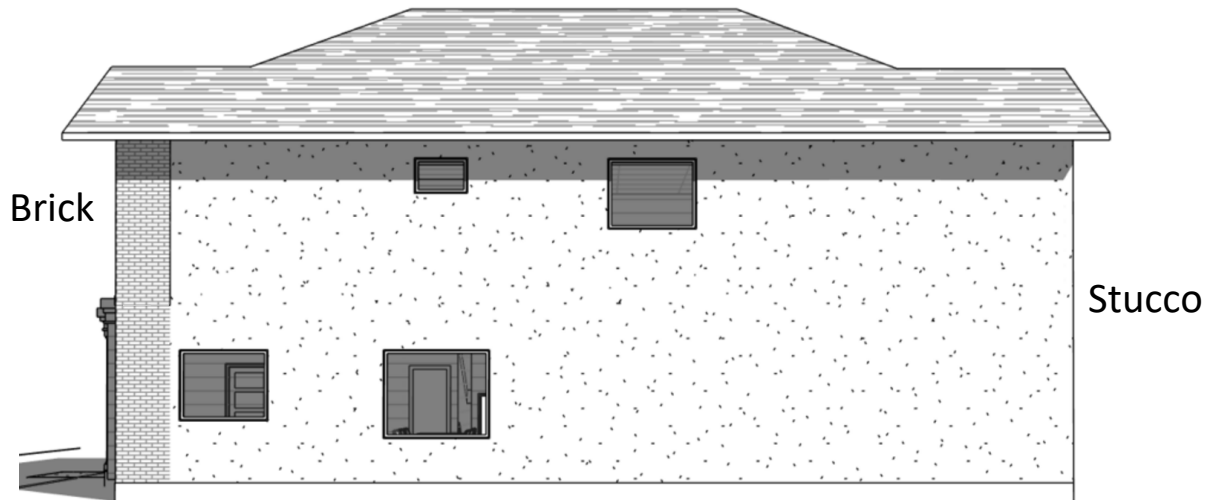
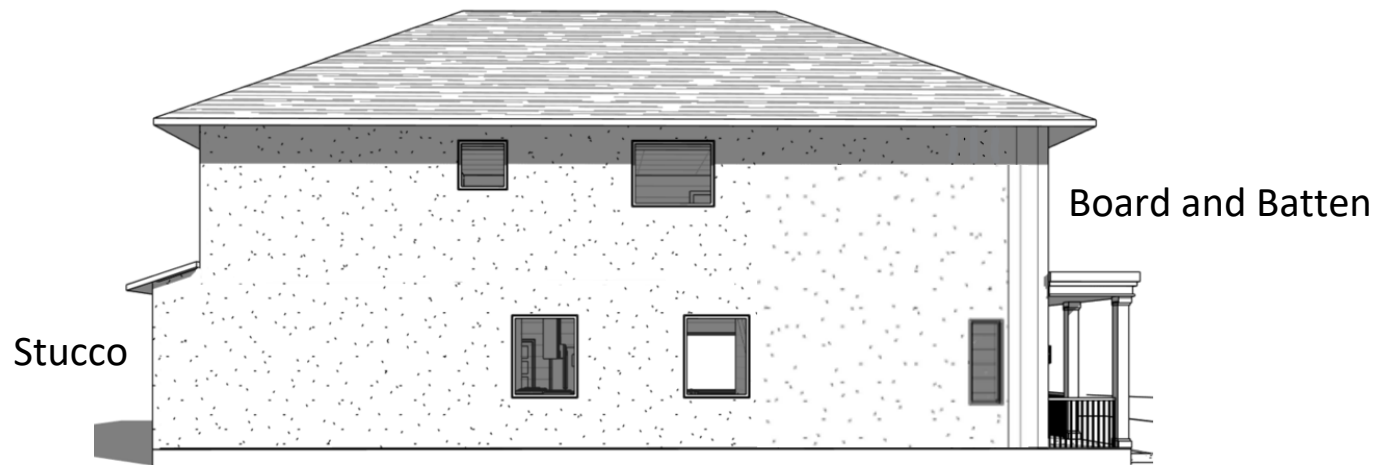
AMBER B

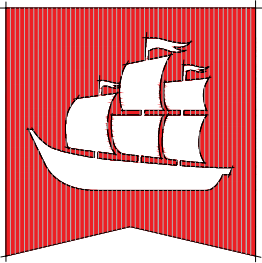




AMBER C







flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A14

HARMONY MASTER PLANNED COMMUNITY
Eagle Mountain . Utah

M A Y 2 0 2 2

LANDSCAPE
overview

L1.1



CUSTOM COVERED
SWINGS (2)

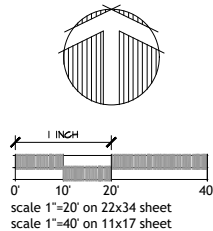
ORNAMENTAL
GARDEN

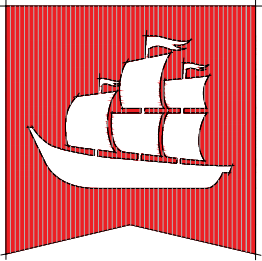
BENCH (4)

ANNABELL STREET

ORNAMENTAL
GARDEN

SHADE STRUCTURE
WITH PICNIC TABLE
(2)





flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

HARMONY A14

HARMONY MASTER PLANNED COMMUNITY

Eagle Mountain • Utah

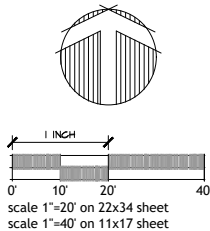
M A Y 2 0 2 2

LANDSCAPE
plant schedule

L1.2

PLANT SCHEDULE

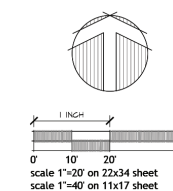
TREES	BOTANICAL / COMMON NAME	CONT	GAL	SIZE
	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple Mature Size: H20' W24'	B & B	1.5\''-2.0\'	
	Acer truncatum x platanoide 'Pacific Sunset' / Pacific Sunset Maple Mature Size: H30' W25'	B & B	2\'Gal	
	Cedrus atlantica 'Glauca' / Blue Atlas Cedar Mature Size: H30' W15'	B & B		10-12' HT.
	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine Mature Size: H20-25' W10-12'	B & B		10-12' HT.
	Prunus virginiana 'Canada Red' / Canada Red Chokecherry Mature Size: H20-30' W20-25'	B & B	2\'Gal	
SHRUBS	BOTANICAL / COMMON NAME	SIZE		
	Caryopteris x clandonensis 'Grand Bleu' / Grand Bleu Mature Size: H3' W3'	5 gal		
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Mature Size: H3' W3'	5 gal		
	Stipa tenacissima / Mexican Feather Grass Mature Size: H2' W2'	1 gal		
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE		
	Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop Mature Size: H24-30\' W36\'	1 gal		
	Centranthus ruber / Red Valerian Mature Size: H24-30\' W36\'	1 gal		
	Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint Mature Size: H24-30\' W36\'	1 gal		
	Penstemon digitalis 'Huskers Red' / Husker Red Beard-Tongue Mature Size: H30\' W24\'	1 gal		
	Sedum spectabile 'Autumn Joy' / Stonecrop Mature Size: H18-24\' W18-24\'	1 gal		
GRASSES	BOTANICAL / COMMON NAME	SIZE		
	Bouteloua gracilis 'Blaude Ambition' / Blue Grama Mature Size: H30-36\' W30-36\'	1 gal		
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass Mature Size: H3-5' W2-3'	1 gal		
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass Mature Size: H2-3' W2-3'	1 gal		
GROUND COVERS	BOTANICAL / COMMON NAME	CONT		
	Gray/Brown Crusher Fines	mulch		
	Planting Bed Area Mulch (3" depth) Mulch at a minimum of 3" depth with weed barrier fabric (Dewitt Pro-5)	mulch		
	Turf Sod Bluegrass / Kentucky Bluegrass	sod		





OPEN SPACE LEGEND

- 1 Custom Covered Bench Swings (2)
 - 2 Ornamental Garden
 - 3 Decorative Picket Fence (775 LF)
 - 4 Benches (4)
 - 5 Open Lawn Area
 - 6 Rose Garden
 - 7 Covered Picnic Tables (2)
 - Common Area
 - Private Yard
- *Waterwise landscaping principles implemented





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	RESOLUTION - A Resolution Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy
ITEM TYPE:	Resolution
FISCAL IMPACT:	No changes to funding already approved.
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

John Magness

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution Approving Amendments to the Eagle Mountain Mortgage Assistance Program Policy.

BACKGROUND:

The City Council adopted the Mortgage Assistance Program Policy by Resolution on October 1, 2024.

The City received 9 applications from January 1 to 15, 2025, and has issued 7 letters of conditional approval for \$25,000 loans. Staff has reviewed the policy and its implementation and at the March 4, 2025, Work Session proposed several recommended changes to the Council. The attached policy document is consistent with those recommended changes and the Council's comments at that meeting about those changes.

Staff will update the city's web page and any materials for distribution to reflect those changes, including the revised timing and number of loans per period.

ITEMS FOR CONSIDERATION:

The next loan application deadline is April 15, 2025. Four loans will be available. Then 5 loans each in May, June, and July, and thereafter 4 loans each month until all 40 loans for CY 2025 are exhausted. The Administration will review and recommend future distribution figures when the FY206 budget is presented as well as periodically as advisable.

The policy document attached hereto substantially reflects the presentation and discussion of policy changes from the March 4 work session.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Mortgage Assistance Program Manual

RESOLUTION NO. R-_____-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE MORTGAGE ASSISTANCE PROGRAM

PREAMBLE

WHEREAS, on October 1, 2024, the City Council of Eagle Mountain City previously established the Mortgage Assistance Program to support public employees in obtaining affordable housing; and

WHEREAS, beginning January 1, 2025, Eagle Mountain City Administration commenced receiving and reviewing applications and awarding Mortgage Assistance Program Loans; and

WHEREAS, on March 1, 2025, the Administration identified and recommended to the City Council changes to the Mortgage Assistance Program Policy for the improved administration and operation of the program;

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

1. The Eagle Mountain Mortgage Assistance Program Policy Manual which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby amended and adopted as the governing policy and procedures for the program.
2. The City Administration is hereby authorized to make and document any necessary and minor changes to the procedures as outlined in the program policy manual for the better administration of the program.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th 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 18th 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



Mortgage Assistance Program Policy

Eagle Mountain City / Eagle Mountain Redevelopment Agency

PART I OVERVIEW

1.0 Introduction

This manual sets forth policies and procedures for the Eagle Mountain Mortgage Assistance Program, which is funded by affordable housing funds from the Eagle Mountain Redevelopment Agency and administered by Eagle Mountain City.

The goal of the mortgage assistance program is to expand home ownership opportunities for eligible households and to increase home ownership within the city. The program seeks to assist households who might otherwise not be able to become first-time homeowners.

This Manual shall be revised as new policies and procedures are established. Originally adopted on October 1, 2024, this policy was amended and adopted on March 18, 2025.

2.0 Purpose

Eagle Mountain City's General Plan includes a Moderate Income Housing Plan strategy to:

"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."

The purpose of this Mortgage Assistance Program Policy (**Policy**) is to establish processes and guidelines for the awarding of Redevelopment Agency (**RDA**) Housing Funds in the form of Mortgage Assistance (**MAP**) loans to improve the quality of life for individuals, couples, families, and the community. These guidelines cover the following: income qualification, home-buyer eligibility criteria, first mortgage requirements, occupancy standards, and other relevant items.

While priority will be given to public sector employees, such as teachers, firefighters, police, city employees, and others, the program is also available to other qualified first-time homebuyers to purchase a home in Eagle Mountain City.



3.0 General Program Information

The Mortgage Assistance Program offers a 0% deferred payment loan for the lower of \$25,000 or 7.5% of the actual purchase price of the home. Prospective applicants with household incomes up to 120% of Area Median Income may qualify for a loan. For FY 2024-25 the maximum household income¹ ranges from \$91,600 for one person to \$151,800 for households of six or more persons.

The zero percent (0%) deferred-payment loans are secured by a loan agreement, a promissory note, and a trust deed in second position to that of the primary lender's first mortgage, which must have a fixed rate and include the escrow for property taxes and homeowners' insurance.

As a condition of the loan, the property must remain the borrower's principal place of residence for the term of the MAP loan. Borrowers are required to repay loans in full if they vacate, sell, transfer, or assign any legal or equitable interest in the property at any time on or after the closing date of this mortgage product, which amount shall be immediately due and payable in accordance with the Mortgage Assistance Program (MAP) Policy.

Prospective homeowners may apply for mortgage assistance funds simultaneously to prequalify but must obtain prequalification before a conditional letter of approval can be issued regarding the MAP program. A homeowner may not apply for mortgage assistance funds after the first mortgage loan has been closed.

Mortgage assistance funds are not intended for refinancing an existing mortgage or land contract. Mortgage assistance funds are not intended for investors.

4.0 Definitions

As used in this manual and other materials and forms, the words listed below are defined as:

Affordable: In reference to housing costs, this means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person/household, without endangering the financial stability of the person/household.

Agreement (or Loan Agreement) shall mean the written contract between the City

¹ These figures are updated annually based on information provided by the US Department of Housing and Urban Development for the Provo-Orem UT MSA Area. See the Appendix for more information.



and the successful Applicant stating the terms under which the mortgage assistance is awarded. If a Residence is to be jointly owned, all owners must enter into an agreement with the City.

Appeal shall mean a written request by an Applicant to review, modify, or reverse any written determination or decision on an Application or a determination of default of the Agreement by the Applicant.

Applicant shall mean the person, who is at least 18 years old, who applies for an Eagle Mountain Mortgage Assistance Loan. This term may be used interchangeably with “Homebuyer” and includes “Co-Applicant.”

Application shall mean the form provided by the City, completed by the Applicant, with all requested attached information.

Borrower: A successful Applicant who receives an MAP Loan.

Certification: A written statement of fact filed in connection with a MAP loan application administered by the City attesting that the information provided has been verified as true, correct, complete, and subject to penalties of perjury.

City shall mean Eagle Mountain City.

Closing Date: The date when the Borrower(s) signs the MAP Loan Agreement and other required documents.

Co-Applicant: A person who joins the Applicant in applying for a MAP loan. Spouse/Partners must be included as Co-Applicants even if they do not appear on the loan.

Complete Application: The form provided by the City, completed by the Applicant, with all requested attached information.

Debt to Income (DTI): A measure (percentage) that compares a Borrowers’ total debt payments (such as house payments, child support, alimony, student loans, credit cards, gas and store cards, and any other debt) to the monthly income they generate. This calculation gives the City an idea of how likely it is that the Borrower will repay the financing obtained to purchase their home. This term is also known as “back-end ratio.”

Disabled: An individual, single, head of household, or spouse who has a disability as defined in Section 223 of the Social Security Act.



Displaced Homemaker shall mean a divorced adult, who is at least 18 years old, who has not worked full time for a full year in the labor force for a number of years, but has during such years worked primarily without remuneration to care for the home and family; is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; or while married, owned a home with his/her spouse and in the divorce settlement the residence was awarded to the spouse or required to be sold.

Drug-Related Criminal Activity includes drug trafficking or illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 USC 802)).

Economic Hardship includes drastic reduction or loss of income caused by the loss of employment, serious or chronic illness or health conditions, and/or similar, verifiable circumstances. Reduction of the value of the home and inability to sell will also be considered.

Eligible Homebuyer shall mean an individual (and his or her spouse or partner) that meets applicable criteria specific to the MAP program funding.

Eligible Property means real property located within the City, which also meets additional criteria related to the MAP program.

Family or Household shall mean one or more people related by blood, marriage, adoption or approved foster care, and up to two (2) unrelated people.

First Mortgage shall mean a mortgage or loan which is secured by a first lien position, taking priority over all other liens; and an extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this policy.

Homebuyer(s) shall mean the successful Applicant(s) approved by the Staff under the provisions of this Policy who enters into an Agreement with the City and will purchase a Residence with Mortgage Assistance from the City.

Household Member means all individuals who will live in the house purchased with Mortgage assistance. All individuals must be listed in the section "Household Composition" of the Completed Application.

Housing Expense Ratio (HER) is a measure (percentage) that compares the



Borrower's gross monthly income to their housing expenses. The housing expense measure includes mortgage principal and interest payments, property taxes, hazard insurance, and mortgage insurance costs. This term is also known as the "front-end ratio."

Housing Funds shall mean monies collected by the RDA, which must be used according to Utah Code §17C-1-411 and §17C-1-412, or successor provisions, which are allocated by the RDA Board to the Mortgage Assistance Program.

Income (household income, annual gross income) For this program it includes all sources of income as defined in UCA 17C-1-102 (6) which references the definition for income as defined in regulations for the US Department of Housing and Urban Development (HUD). Generally, it means the anticipated total annual income, before deductions, from all sources received by an individual or household (even if temporarily absent) and received by each additional member of the household, who is at least 18 years old, including all net income derived from assets for the 12-month period following the effective date of the initial determination of income.

Lender shall mean an organization or entity which provides financing for the acquisition of eligible properties in accordance with the provisions of this Manual. A customary mortgage lender means a Bank, Credit Union, Savings and Loan, Mortgage Company, or other financial institution, which provides a loan for the purchase of the Residence, approved by Staff.

Liquid Assets refers to funds that are in the form of cash or which can quickly be converted to cash. These include: (1) cash, (2) demand deposits, and (3) time and savings deposits.

Loan means funds borrowed from any lender.

Loan to Value (LTV) is a risk assessment ratio calculated by comparing the lesser of the purchase price or the appraised value of the property to the total mortgage debt on the home (including the MAP).

Moderate-Income Household: Persons and families whose income does not exceed the qualifying limits as established by HUD and amended from time to time. Such limits are defined as 80% of the area median income as adjusted for household size and revised annually.

Mortgage Assistance (MAP) Loan (or MAP loan) refers to the Mortgage Assistance Program Loan provided by the City to a successful Applicant at closing in the form of down payment assistance and closing costs to aid in the purchase of a residence.



Ownership Interest means any of the following interests in residential property including fee simple estate with the right of survivorship, joint tenancy, and tenancy in common. It does not include a remainder interest, a lease with or without an option to purchase, or any interest acquired in the execution of a purchase contract. Nor does it include a distributed ownership interest in a Timeshare property.

Owner-Occupied Residence: A dwelling intended and used for occupancy by one household which is the owner of the property. A home with a city-approved accessory dwelling unit (ADU), for which the ADU may be rented also qualifies.

Participating Entity shall mean those property taxing agencies who participate in the RDA's project areas; namely Eagle Mountain City, Alpine School District², Utah County, Unified Fire Authority, and the Central Utah Water Conservancy District.

Principal (Primary) Place of Residence means a home of any kind where you reside most (at least 51%) of the time. This is not the only test; other factors that will be relevant to the determination include, but are not limited to:

- The address on your valid driver's license;
- Your place of employment (city, state);
- Where your immediate family lives;
- The address you use to file your federal and state income tax return;
- Where you are registered to vote;
- The property where you claim your homeowner's property tax exemption;
- The mailing address you use for general mail, bills, cell phone statements, and other general bills (utility bills do not necessarily establish residency);
- Where you maintain your bank accounts, brokerage statements, and other banking or financial relationships, i.e., credit cards, etc.;
- Where you maintain social memberships, such as health and/or country clubs, religious affiliations, etc.

All facts and circumstances will be considered when making the determination.

Public Employee shall mean a homebuyer who is an employee of a federal, state, or local governmental agency, institution, department, division, court, school district, or in military service. Also included are employees of organizations that are collaborations of various government entities (for example, Mountainland Association of Governments).

² Effective July 1, 2027, a new (yet to be named) school district will assume responsibility for operating public schools in Eagle Mountain City. On or after that date, the new district name should be inserted to replace the Alpine School District.



Purchase Price means the Amount for which the purchased home will be sold.

RDA shall mean the Eagle Mountain Redevelopment Agency, a separate body corporate and politic which is a political subdivision of the state of Utah.

Residence shall mean a single-family dwelling, townhome, or condominium, to be purchased by the Homebuyer, who will receive mortgage assistance under the provisions of this Policy.

Spouse/Partner: Includes two people who are legally married, or in a common law marriage, or reside together in a marriage or domestic partner type relationship.

Staff shall mean the person(s) designated to administer the Mortgage Assistance Program. This person may be an employee of the RDA, Eagle Mountain City, or a contractor engaged by the City to assist with or administer the MAP.

Term means the 15-year period of agreement between the homebuyer and the City.

5.0 Program Availability

5.1 This Mortgage Assistance Program is available only when approved allocations from RDA Housing Funds are available and appropriated by the City and may, at any time, be discontinued either temporarily or permanently, at the discretion of the City or RDA. Nothing in this Policy creates an entitlement to Mortgage Assistance to any Applicant until a successful Applicant enters into a written Agreement, Promissory Note, and Trust Deed at closing.

5.2 Applications will be received, considered, and may be approved during regularly scheduled and advertised application periods with priority given in the following order:

Tier 1 (first priority)	Public Employees of a Participating Entity;
Tier 2 (second priority)	Public Employees of other public sector entities;
Tier 3 (third priority)	Other qualified Applicants.

If needed, applicants will then be prioritized based on their household income relative to the area median income (AMI); that is, as a percentage of AMI. Households with the lower percentage of AMI will receive higher priority over households with an AMI percentage closer to the maximum.



- 5.3 As an exception to the MAP's focus on first-time homebuyers and to encourage public employees of participating entities to move into the City, notwithstanding a present ownership interest, the City will allow a simultaneous closing. Applications under this section will be received and considered as described in Section 5.2 above.

6.0 Mortgage Assistance Program Terms and Conditions

- 6.1 The stated term of the MAP loan is 15 years.
- 6.2 The MAP loan will be secured by a lien in second position at 0% interest. Subject to Loan Forgiveness Eligibility (see Section 8.0 below), after 15 years, the lien may be removed completely from title and no repayment will be required.
- 6.3 The Loan Agreement, Promissory Note, and Trust Deed shall be recorded with the Utah County Recorder's Office, as a lien and covenant of restriction enforceable by the City against the Homebuyer's Residence, until the terms of the Agreement are fulfilled.
- 6.4 The Homebuyer may not refinance the first mortgage without notice to and us subject to approval by the City. A cash out refinancing of the Residence by the Homebuyer during the Term of the Agreement shall require full repayment, less any loan forgiveness eligibility, to the City of the MAP loan. In addition, if a cash out refinancing occurs within the first two years of the Term, a penalty of up to \$2,000 may be assessed.

7.0 Mortgage Assistance Program Loan Amount and Payment

- 7.1 The maximum amount of a MAP loan is 7.5% of the actual purchase price of the Residence or \$25,000.00, whichever is less;
- 7.2 Only one MAP Loan is allowed per Residence or Homebuyer during the term of the Agreement; and
- 7.3 Payment of the MAP Loan will be made directly to the title company managing the closing transaction of the Residence for the Applicant and lender.

8.0 Loan Forgiveness Eligibility

- 8.1 Tier 1: Homebuyers who are Public Employees of a Participating Entity shall be eligible for loan forgiveness on a prorated basis between three (3) and five (5)



full years of continuing public employment for a participating entity, and continuous occupancy of the residence.

- 8.2 Tier 2: Homebuyers who are Public Employees, other than those in Tier 1, shall be eligible for loan forgiveness on a prorated basis between five (5) and ten (10) full years of continuing public employment, and continuous occupancy of the residence.
- 8.3 Tier 3: All other homebuyers shall be eligible for loan forgiveness on a prorated basis between 10 and 15 years of continuous occupancy.
- 8.4 Hardship: A Homebuyer may also be eligible for loan forgiveness if, after the purchase of a home, the Homebuyer dies or is permanently and totally disabled³. Staff may review and consider other types of hardships.
- 8.5 Loan forgiveness will be awarded only once. Eligible homeowners seeking loan forgiveness should apply only when they have earned the maximum amount according to their circumstances: that is, upon completion of the full term for which forgiveness applies OR If they are selling, vacating, renting or other conversion, they may apply for prorated loan forgiveness. Homeowners accepting loan forgiveness shall immediately repay the MAP loan less any earned loan forgiveness. Proration will be calculated in full years, not in portions thereof.
- 8.6 To determine the amount of and obtain loan forgiveness, the Homeowner must submit a request in writing to the City for MAP Loan forgiveness, in whole or in part, at the time of sale, conversion, or eligibility for discharge of the MAP Loan. The Homeowner must provide proof of occupancy for the applicable term. Tier 1 and Tier 2 public employees seeking loan forgiveness must also provide proof of eligible employment for the applicable term. Only time employed at a public sector employer after the closing date of the MAP loan is counted.
- 8.7 Upon verification of eligible employment, a Homeowner who has submitted a request for loan forgiveness, may be given credit for full years of public employment under sections 8.1 and 8.2. A Homebuyer whose status as a public employee ended during the term of the loan or began after the loan term began may receive credit for their years of public employment when receiving loan forgiveness.

³ As defined by federal law pertaining to disability (Section 223 of the Social Security Act).



- 8.8. Switching employers within an employer tier does not change the time required for forgiveness.
- 8.9 Switching between employer tiers will be calculated to the benefit of the homeowner with respect to proration, with the remainder being allocated to the remaining period of the lesser priority tier and always in terms of full employment years within each tier. Time may be calculated in each employer tier to the benefit of the homeowner. However, minimum times for proration or maximum times for full forgiveness within a tier must be satisfied to count.
- 8.10 Either homeowner's eligible employment history counts but not simultaneously and only time employed after closing and in full years. Thus, a couple cannot shorten the time requirements based on both persons working in the same time period. In calculating loan forgiveness, staff should count the employment tier(s) most advantageous to the homebuyer but if employment within a single tier is not sufficient for full forgiveness, full forgiveness comes at the tier with the longer term. Time served in a preferred tier (i.e., 1 > 2 > 3) counts toward the less preferred tiers' time limits.
- 8.11 A note for employees of entities which may cease to exist or for which responsibility for providing services have been transferred to or from the city or another entity⁴. Loan forgiveness eligibility will still apply to employees who originated their MAP loan while employed by a public entity providing services to the residents of the City. Homebuyers who close on a MAP loan on or after the date of transfer of such responsibilities will qualify under loan forgiveness provisions applicable to employees of the successor entity.
- 8.12 Below are some examples to illustrate loan forgiveness calculations:
- Frankie is a homeowner who works for Utah County (a tier 1 employer). After nearly three years she moves out of the City. Frankie does not earn loan forgiveness because the minimum proration amount for a tier 1 employee was not met. At closing Frankie will repay the City the full MAP loan. Had Frankie left in less than two full years, Frankie would have had to pay another \$2,000.

⁴ For example, A new yet to be named school district will replace Alpine School District (ASD) in providing education services to Eagle Mountain residents beginning July 1, 2027. Homebuyers who closed on their MAP loan prior to the transfer of services (July 1, 2027) while employed the old school district will continue for the length of the loan to be eligible for the Tier 1 loan forgiveness provisions. Homebuyers employed by ASD who close a MAP loan on or after July 1, 2027, will be subject to the Tier 2 loan forgiveness provisions. Similarly, in the future it is possible that the police and/or fire services will be directly provided by the City rather than by a separate entity; or that a service provided by the city that could be outsourced.



- Morgan is a homeowner who works at Camp Williams (a tier 2 employer). Morgan decides to rent out the home after occupying it for 7 years. Upon application for forgiveness, Morgan qualifies for 7/10 or \$17,500 forgiveness of his \$25,000 MAP loan. He must repay the city \$7,500.
- Maria is a homeowner who works for the local school district (a tier 1 employer). After a while, she changes jobs to work in the local Sheriff's office. Maria is still working for a tier 1 employer. After five years, she will qualify for full loan forgiveness.
- Jamie and Leslie are homeowners who obtained a \$25,000 MAP loan. Leslie worked four full years at a tier 1 employer before changing to a tier 2 employer. At the time of the change, they will be eligible for loan forgiveness of 4/5 (or \$20,000) of the \$25,000 MAP loan, with the remaining 1/5 (or \$5,000) being applied for the remaining 6 years of the second tier (maximum 10 years) time requirement. If Jamie and Leslie (while still employed by a tier 2 employer) then needed to sell the home two full years later, the loan forgiveness would be 4/5 (or \$20,000) of the MAP loan amount plus 2/6 (or \$1,666.67) of the remaining \$5,000 for a total loan forgiveness of \$21,666.67. They will need to repay only \$3,333.33 to the City.
- Georgina and her husband George, who has been teaching at an elementary school in the city for 8 years, buy a home with help from the MAP loan. Two years later George retires. Georgina, who has been working for the water district (another tier 1 employer) intends to quit two full years after George. At that date, upon application for loan forgiveness, verification of homeowner occupancy and eligible employment, the City would count George's two full years and Georgina's two more years for a total of four or 4/5 forgiveness of the loan. If they were to sell then, they would owe only 1/5 of the original loan. If they waited, the remaining 1/5 would apply to the remaining 11 years of the 15 year term applicable to tier 3 homeowners. For full forgiveness they would need to wait until the full 15 years from the closing of their MAP loan.

9.0 Qualifications

- 9.1 The Applicant, along with all others over the age of eighteen who will reside in the residence shall have a combined family income, which qualifies the Applicant(s) for "income targeted housing" as defined in Utah Code § 17C-1-102(32)(a) which is currently no more than 120% of the current median annual income for Utah County, as published from time to time by the US Department of Housing and Urban Development (HUD) for the size of Family at the time of Application;
- 9.2 The Residence, for which the Application is being made, must be within the corporate limits of Eagle Mountain City to be approved. Staff may reject an



Application if the Residence violates Eagle Mountain City or Utah State codes or is unfit or unsound for occupancy;

- 9.3 The Applicant must pay a down payment towards the purchase of the Residence of at least \$1,000;
- 9.4 The Applicant must qualify for and receive fixed-rate financing for the purchase of the Residence through a Customary Mortgage Lender; The first mortgage must be accompanied by the escrow for property taxes and homeowners' insurance.
- 9.5 The Applicant must submit a Completed Application and all requested financial, employment income, and income tax information, have an acceptable credit rating, and be otherwise approved by Staff.

10.0 Occupancy

- 10.1 The Residence shall become the permanent and primary Residence of the Homebuyer after closing, and Homebuyer shall continue to reside in the Residence throughout the Term of the Agreement;
- 10.2 The Residence shall not be conveyed, sold, leased, rented, sublet or the like during the Term of the Agreement; and
- 10.3 Conveyance or Sale of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require repayment of the MAP Loan. In addition, if the sale or rental occurs within the first two years of the Term, a penalty of up to \$2,000 may be assessed. For a residence that is occupied by the Homeowner throughout the Term of the Agreement there shall be no repayment of the loan upon resale or rental thereafter.

11.0 Discretionary Funding

Availability of the Mortgage Assistance Program is subject to annual appropriation of funds by the RDA and the City. Nothing in this Policy shall guarantee any present or future appropriations.

12.0 Singular and Plural

Wherever appropriate or required by the context of this Policy a singular term shall



also refer to the plural form of the same term and vice versa.

13.0 Right to Appeal

Within 30 days of notification of a denial for a loan, an Applicant shall have the right to Appeal any written decision or determination by the City on an Application. The

The appeal process is outlined in Section 30 of Part III. An Appeal and obtaining a decision on appeal is mandatory before an Applicant may seek any other relief or remedy. Failure to Appeal within the Appeal Period shall preclude any other relief or remedy on the decision or action.

14.0 Statement of Nondiscrimination

It is the intent of this Policy to comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 – 3619), as amended, which prohibits discrimination against individuals because of race, color, religion, sex, familial status, national origin, or handicap status. Nothing in this Policy shall be construed to violate the Fair Housing Act.

15.0 Compliance with Utah Code, Title 17C

This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and interpreted to comply with Utah Code Title 17C the “Limited Purpose Local Government Entities - Community Reinvestment Agency Act” (Act). No Housing Funds may be used or expended in violation of the Act.

16.0 Notice and Contact Information

Communications pertaining to Applications, loan forgiveness, etc., may be addressed as follows:

By email: mortgageprogram@eaglemountain.gov
By mail: Mortgage Assistance Program
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

Notice of Appeals may be sent as follows:

By email: recorder@eaglemountain.gov
By mail: City Recorder
1650 E Stagecoach Run
Eagle Mountain, Utah 84005



PART II APPLICATION REQUIREMENTS

- 1.0 Applications must be submitted online using the application portal on the City's website.
- 2.0 Applicants may apply for mortgage assistance funds simultaneously to prequalify for a first mortgage. However, applicants must obtain prequalification before a conditional letter of approval can be issued for a MAP loan.
- 3.0 An eligibility review and loan qualification will be performed to ensure that the Applicant meets the requirements of the program. Prioritization will be made with Part I, Section 5.0 of this manual.
- 4.0 Applicants must complete their application for the MAP Loan and provide all the required documentation. The Complete Application package includes, but may not be limited to:
 - a. Completed and signed Application;
 - b. Copies of Federal Tax Returns for the immediately preceding two years;
 - c. Proof of income: Copies of paystubs for the immediately preceding three months for all working household members who are at least 18 years old; verification of employment; statements for all other types of income must also be submitted for the last two months, including but not limited to wages, commissions, tips, bonuses, interest, social security, self-employment income, pension/retirement, unemployment, workers compensation, child support/alimony, adoption credits, etc.
 - d. Copies of bank statements for the previous two months (all checking, savings, and investments must be included regardless of current balance);
 - e. Home Ownership Class certificate or receipt indicating course has begun;
 - f. Loan pre-approval letter from lender (dated within the last 30 days);
 - g. Documentation for all debts, showing outstanding amount and terms, including but not limited to credit card statements, loan balances, etc.;
 - h. Proof of identity: birth certificate, driver's license, US-issued passport, or permanent resident card for all household members plus Social Security Cards. Scanned copies are okay.
- 5.0 Staff will make an eligibility determination that the Applicant meets the minimum qualifications for the program and will advise the Applicant and lender of their status no later than 15 business days after receiving the Complete Application. This eligibility determination includes verification of household income eligibility, including debt-to-income and housing-expensing ratios. The subject property must also be an eligible type and located within the City boundaries.



- 6.0 As part of the application process, applicants and all household members who are at least 18 years old are required to authorize background checks. The City will conduct background checks at or prior to issuing conditional letters of approval. Pursuant to Part III, Section 22, Grounds for Denial of Financial Assistance, of the MAP policy, the City reserves the right to withdraw a conditional letter of approval or offer of a MAP loan.
- 7.0 Once eligibility determination (i.e., preapproval) is verified and completed, Staff will contact the first mortgage lender and request the following documentation and any additional documentation as appropriate to determine qualification to receive the loan:
- a. First Mortgage Application (HUD-1003 form);
 - b. Loan Estimate (LE);
 - c. Verification(s) of Employment (VOE);
 - d. Credit Reports. The middle or representative credit score must be 650 or higher, unless the Automated Underwriting System approves an applicant with a lower score;
 - e. If the home is under contract, the following must also be submitted:
 - i. Real Estate Purchase Contract (REPC), including seller's disclosure form;
 - ii. Appraisal; and
 - iii. Preliminary Title Report or Commitment for Title Insurance (PR) for Mortgage Assistance;
- 8.0 When the eligibility determination and loan qualification is verified and completed, the loan will be submitted to the City Manager, or designee, for review and approval. Staff may send a letter of conditional approval to the Applicant, copying the first mortgage lender, even if the appraisal has not been received, or the Applicant does not yet have a home under contract.
- 9.0 The Homebuyer has 120 days from the date of conditional approval to have a contract signed for the purchase of a home. Once all required items are received, staff will notify the Homebuyer, copying the first mortgage lender, and the title company indicating the maximum loan amount for which the Homebuyer is qualified and the loan terms.
- 10.0 Upon notification, the first mortgage lender must inform staff which title company will be closing the loan. The City requires at least three business days' notice of closing. Staff will send an instruction letter informing the title company that the City will transfer the MAP Loan funding directly to them. If the title company is not a registered vendor with the city, the title company will need to register with the city and must allow an additional five days to get registered.
- 11.0 Careful coordination is necessary to ensure timing for funding of the MAP Loan. The letter will include the following instructions and a request for documents:



- a. A Preliminary Title Report (PR) must be ordered for the loan in the amount of the MAP Loan.
- b. The Homebuyer is required to invest a minimum of \$1,000 in the purchase of the home before any MAP Loan proceeds can be used.
- c. The Homebuyer should not receive any cash back from the purchase. (In rare cases, such as when the seller agrees to pay the homebuyer's closing costs and the lender provides 97% financing, Earnest Money Deposit (EMD) less the minimum \$1,000 Homebuyer's down payment may be returned.)
- d. A signed copy of the Closing Disclosure must be submitted to the City to verify that the MAP Loan funds, and the title policy charge have been correctly included. Submit wiring instructions to the City; payment is made only to the Title Company which holds the Loan in escrow until funding is finalized.
- e. Staff will contact the title company to request recording information from the first mortgage which must be included in City's Notice of Lien.
- f. After Staff has received the requested documentation from the title company, staff prepares Notice of Lien.
- g. After execution of the final agreement, Staff requests City's Finance Department to wire funds to the title company that is closing the first mortgage.
- h. Upon successful recordation of a Notice of Lien, Staff will send a copy of the recorded Lien and request the issuance of the title insurance policy to the Applicant.



PART III ADMINISTRATIVE POLICIES

1.0 Reservation of Rights

Eagle Mountain City reserves the right to evaluate and underwrite Applicant eligibility based on the following criteria in a manner consistent with the intent and purpose of the Mortgage Assistance Program (MAP) and Utah Code Title 17C the “Limited Purpose Local Government Entities - Community Reinvestment Agency Act.” No Housing Funds may be used or expended in violation of the Act.

2.0 Applicant Eligibility and Responsibilities

2.1 Age Requirement: Applicant(s) must be at least 18 years old.

2.2 Eligible Homebuyer Certification

Except under an approved economic hardship and/or a displaced homemaker, present ownership interest shall disqualify an Applicant from eligibility. The following shall constitute a present ownership interest:

- a. A fee simple interest;
- b. A joint tenancy, tenancy in common, tenancy in the entirety, or community property interest;
- c. The interest of a tenant-shareholder in a cooperative;
- d. A life estate;
- e. A land contract (i.e., a contract pursuant to which a possession and the benefits and burdens of ownership are transferred even though legal title is not transferred until a later time; and
- f. An interest held in trust for the Applicant (whether created by the Applicant) that would constitute a present ownership interest if held directly by the Applicant.

2.3 Positive Identification

Proof of identity must be shown to all household members who will reside on the property for which an MAP Loan is requested. For security purposes, faxed or copied documents are not accepted unless approved by Staff. All original documents provided to the City will be returned to the Applicant. Any name variation from source documentation must be accompanied by legal authorizing documents identifying the updated information (marriage, divorce, or court order):

- a. Identity and Legal/Lawful Status Verification (must provide one):
 - i. Valid unexpired Utah Driver’s License or other State issued ID



- ii. Valid unexpired U.S. passport or passport card;
 - iii. Birth Certificate (household members under the age of 18); or
 - iv. Permanent Resident card.
- a. Social Security Verification (must provide one):
- v. Social Security card issued by the U.S. government that has been signed and has not been laminated; or
 - vi. If the Social Security card is not available, the Applicant may present one of the following documents which contain the Applicant's name and SSN:
 - vii. W-2 Form;
 - viii. SSA-1099 Form;
 - ix. Non SSA-1099 Form;
 - x. Pay stub showing Applicant's name and SSN; or
 - xi. Letter from the Social Security Administration indicating inability to obtain a Social Security Number because of their legal/lawful presence status.

2.4 Credit Scores, Reports, and Title Holders

To meet underwriting criteria, credit reports will be required and evaluated to determine credit worthiness for both Head of Household and Spouse/Partner. The determination is effective for the Mortgage Assistance Program even if Spouse/Partner is not included in the first mortgage.

Frequently, lenders use a three repository merged credit report (TRMCR) to determine a mid-credit score. These reports include scoring information from three different agencies: TransUnion, Equifax, and Experian. The City will use the lowest mid-credit score of the applicant and co-applicant (if applicable) as it evaluates credit worthiness from Applicant(s). Scores of 649 and below will result in an automatic denial of the Applicant. The mid-credit score will also be used to determine if conditional exceptions to the debt ratio apply.

Credit reports will also be required from other household members, who are at least 18 years old, whose income is required to make the loan feasible and meet underwriting criteria and/or to qualify for the MAP Loan or any superior lien interest. Designated Head of Household and Spouse/Partner must be on title for the MAP Loan.

2.5 Credit and Ratios

The City will rely on AUS (automated underwriting system) to determine



affordability, credit worthiness, etc., for a mortgage and then limit eligibility for the MAP to households at no more than 120% AMI.

Applicants should have a minimum FICO score of 650.

Monthly Housing Expense Ratio (HER), or front-end ratio: The mortgage payment, escrows for property taxes and homeowners' insurance, and any HOA fees, should not exceed 47% of Applicant's gross monthly income.

Applicant's total monthly fixed debt-to-income ratio (DTI) should not exceed 50% of Applicant's gross monthly income. An Applicant whose DTI exceeds the established limit should reduce their ratios before they will be eligible to receive the MAP Loan.

Any exceptions must be documented in writing by Staff and approved by the Mayor.

2.6 Guarantors

Applicants must meet credit and underwriting criteria established by the City and must be able to qualify for Mortgage Assistance on their own credit history. The Program does not allow for co-signers that will not be the owner-occupants of the house being purchased.

2.7 Applicant Contribution

Applicant(s) shall make a cash contribution toward the down payment and closing costs of at least \$1,000. Down payment, closing costs subsidies available to Applicant(s) as gifts from relatives, seller-paid closing costs, employer assistance, other government subsidies, etc., are acceptable and allowed.

2.8 Homeowner Education

Prior to closing, Applicants will be required to participate in a homeowner's education class designed to assist new homeowners. The City will only accept certificates of completion from approved homeowner education course providers. (See Appendix for a list of approved homeowner education providers). Applicants who have begun but not yet finished the course may be



conditionally approved but must submit a completion certificate before closing. The purposes of this requirement are:

- a. To enable the Applicant to understand the responsibilities that accompany participation in the City's Mortgage Assistance Program;
- b. To enable the Applicant to understand the home buying process;
- c. To enable the Applicant to understand and prepare to assume homeownership responsibilities and tasks;
- d. To develop an understanding of homeownership to promote self-respect, pride, and community responsibility.

2.9 Tax and Insurance Requirements

Applicant shall agree to have property taxes and homeowner's insurance escrowed as part of the first mortgage monthly payment. Insurance must be in an amount acceptable and comparable to the value of the home and covering all existing buildings and structures present on the property, as determined by the first mortgage lender. Eagle Mountain City shall be listed as a Lien Holder on all property damage policies with usual loss payable to Mortgagee.

2.10 Household Assets

There are no minimum nor maximum limitations to an Applicant's total household liquid assets after closing. Liquid assets include:

- a. Savings accounts;
- b. Checking accounts;
- c. Stocks, bonds, savings certificates, money market funds and other investment accounts, not including retirement accounts;
- d. Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims; and
- e. Cash value of trusts available to household members.

2.11 Household Income

The RDA will use the annual income definition found in Part 1 of this policy, which leads to at 24 CFR Part 5 to determine program eligibility. The Part 5 definition of annual income is the gross amount of income of all household members over the age of 18 that are anticipated to be received during the coming 12-month period. This definition also states that the income of minors or live-in aides will not be included. See below:



- a. Gross Amount. For those types of income counted, gross amounts (before any deductions have been taken) are used;
- b. Income of all adult household members. The Part 5 definition of annual income contains “inclusions”—types of income to be counted—and “exclusions”—types of income that are not considered (for example earned income of minors);
- c. Anticipation to be received. Part 5 annual income is used to determine eligibility and use a household’s expected ability to pay, rather than past earnings; and
- d. Income Verification. All income must be fully documented and verified. Stated income is not allowed.

2.12 Income Limits⁵

The Mortgage Assistance Program is available on a one-time basis, to households and individuals whose gross income does not exceed 120% of the median income level adjusted for family size as determined by HUD for Utah City, UT HUD FMR Area and updated annually. The total household income of a Homebuyer must not exceed the income limits established by the City for this program.

2.13 Marital Status

Applicants may be single, divorced, or married. Applicants with a Spouse/Partner must co-apply for the MAP even if only one of them is obtaining the first mortgage. A credit check will be performed on all Applicants to determine qualification for a MAP Loan. The middle or representative credit score must be 650 or higher unless the Automated Underwriting System approves an applicant with a lower score.

2.14 Principal (Primary) Residence

The borrower(s) shall agree to occupy the property as their primary place of residence for as long as the MAP Loan Agreement is in place. The MAP Loan amount shall be immediately due and repayable in full at any time the Borrower(s) does not use the property as their Principal (Primary) Place of Residence.

⁵ Normally, programs like this are intended for low- to moderate-income households with gross household incomes no higher than 80% of Area Median Income (AMI). Due to a shortage of affordable housing and in recognition that it is difficult to find affordable housing for sale, Utah (per UCA 17C-1-102(32)) allows up to 120% AMI for income targeted housing to be occupied by the owner.



Leasing, renting, subletting or the like of the Residence by the Homebuyer during the Term of the Agreement shall require the repayment of the full amount of the Mortgage Assistance Loan to the City.

It is the Borrower's responsibility to inform the City if they lease, rent, sublet, vacate, sell, transfer, and/or assign any legal or equitable interest in the property. If Borrowers vacate the property prior to two years from closing date, they will incur a \$2,000 penalty beyond the outstanding MAP loan repayment amount, which must be paid at the same time the loan is paid off. No exceptions will be made for partial time living in the property that is less than two years from the closing date.

A MAP Loan for a residence that is occupied by the Homeowner through the end of the Term of the Agreement (15 years) or after full loan forgiveness shall require no repayment of the loan upon resale or rental thereafter.

3.0 Eligible Property

3.1 Properties shall meet all applicable requirements of the MAP, including:

- a. Inspections. A Certificate of Occupancy will be verified by Staff and a home inspection report performed by a professional home inspector shall be submitted by the Applicant before final approval of the MAP Loan. If substantial repairs are deemed necessary by Staff, the completion and cost shall be negotiated between buyer and seller. Repairs must be completed prior to closing and occupancy of any property subsidized with an MAP Loan. A MAP Loan may be denied if construction on the property has taken place for which no Certificate of Occupancy exists or if repairs cannot be made by the time of the closing and occupancy of the property.
- b. Location. Properties must be located within Eagle Mountain City limits.
- c. Unit Characteristics. Properties shall be situated on a permanent foundation with a permanent utility hook-up.

3.2 Eligible properties include:

- a. Single-family detached property;
- b. Single-family detached property with a City-approved legal accessory dwelling unit (if part of the unit is owner occupied); and
- c. Single-family attached properties (i.e., one half of a twin home or a town home or condominium).



3.3 Ineligible properties:

- a. Duplexes or larger multi-unit buildings under single ownership; and
- b. Mobile homes

3.4 Occupancy Status (prior to purchase). Single-family units are eligible provided the property is vacant, occupied by the existing owner and/or occupied (rented) by the Applicant/Borrower.

4.0 Appraisals.

4.1 Utah State licensed appraisers must perform all appraisals, and all appraisals must be dated within six (6) months of closing date. The MAP Loan plus the first mortgage amount cannot exceed the lesser of the appraised value or purchase price. All appraisals used to determine Fair Market Value must meet the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (URA) definition of an appraisal (see 49 CFR 24.2(a)(3)) and the five following requirements (see 49 CFR 24.103(a)(2)):

- a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least 5-year history of sales of the property.
- b. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
- c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors, such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
- d. A statement of value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damage and benefits, if any, to the remaining real property, where appropriate.
- e. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
- f.



- 4.2 Occupancy. After closing, the property must be the principal residence of all Applicants and household members which were included in the Complete Application.
- 4.3 Agreement Period. Housing purchased with an MAP Loan must remain the principal place of residence of the Borrower for the term of the MAP loan (15 years) or until the loan is repaid or forgiven.
- 4.4 Seller Responsibilities. Individuals selling a property in a transaction which is to assist with an MAP Loan shall agree to comply with all local requirements as applicable and corresponding to the funding source including:
 - a. Inspection/Repairs & Corrections. The seller must make any corrections needed for the property to obtain a Certificate of Occupancy for any construction on the property not covered by such. A MAP Loan should not be closed until Staff have reviewed and approved an inspection of the property performed by a professional home inspector.
- 4.5 Lender Responsibilities.
 - a. Scheduling the Closing Date. Lender must notify the City at least three (3) business days in advance of the closing date where the Loan Agreement, Promissory Note, and Trust Deed can be signed. Failure to notify the City could result in a delay in funding. The City shall make a single payment to the title company engaged in closing the First Mortgage to the property. If the requested loan amount is more than the actual amount needed at closing, the title company will be requested to return the difference to the City at closing. If it is determined by the City after closing that the Borrower has not contributed a minimum of \$1,000 to the closing costs or down payment, the City will request the Borrower to return the Loan to the City an amount that would satisfy the \$1,000 requirement.
 - b. Misrepresentation. If Lender becomes aware of misstatements, whether negligently or intentionally made, it shall be their responsibility to immediately notify the Staff. The City will take appropriate action which may include denial or cancellation of the MAP Loan.
- 4.6 RDA & City Responsibilities.
 - a. Compliance with Utah Code, Title 17C. This Policy, and the use or expenditure of Housing Funds under this Policy, shall be construed and



interpreted to comply with Utah Code Title 17C the “Limited Purpose Local Government Entities - Community Reinvestment Agency Act”. No Housing Funds may be used or expended in violation of the Act.

- b. Conflict of Interest. No person who exercises or has exercised any functions or responsibilities with respect to activities of the Mortgage Assistance Program or who are in a position to participate in a decision-making process of the program, may obtain a financial interest or benefit from an MAP assisted activity, or have an interest in any contract, subcontract or agreement with the City, or the proceeds from the program, either for themselves or an immediate family member (a spouse, parent, child), during their tenure or for one year thereafter. The conflict of interest provisions applies to any person or family member, defined above, who is an employee, agent, consultant, officer, elected official, appointed official or any person who exercises policy or decision-making responsibilities in the Mortgage Assistance Program on behalf of the RDA or City. Exceptions to this policy can be made only after local public disclosure and formal approval by the Mayor. Staff shall provide the Mayor with the following information:
 - i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - ii. The opinion of the City’s attorney is that the interest for which the exception is sought would not violate the State or local law.

5.0 Non-Discrimination

Administration of the Mortgage Assistance Program shall be consistent with the City’s commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination based on religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, ancestry, or source of income.

6.0 Application Review

Staff shall review the Applicant’s complete Application package to determine both Borrower and property eligibility as outlined in this policy manual. Staff may rely on the income and assets information required by policy as calculated by a licensed loan officer (for preapproval purposes) and then confirmed by the mortgage underwriter (for final approval purposes).



7.0 Zoning Compliance Verification

A zoning compliance verification may be obtained for all properties by submitting a Zoning Verification Request Form from Eagle Mountain City.

8.0 Eligible Costs

Proceeds from the MAP Loan must be used for down payment and closing costs. The City reserves the right to determine the eligibility of all closing costs and to request lender documentation of normal and reasonable costs. The following is a list of items for which assistance can be provided if all MAP eligibility and qualification requirements are met:

- a. Down Payment. Loans shall primarily be used to reduce the principal borrowed by the Homebuyer from Lender.
- b. Eligible Closing Costs
 - i. Title Company Settlement or Closing Fees;
 - ii. Recording Fees;
 - iii. Surveying Fees;
 - iv. Loan Origination Fees;
 - v. Credit Reports;
 - vi. Appraisal Fees;
 - vii. Property Inspections;
 - viii. Underwriting Fees;
 - ix. Document Preparation Fees;
 - x. Lender's Title Insurance;
 - xi. Daily Interest Charges;
 - xii. Aggregate Adjustment Amounts;
 - xiii. Mortgage Insurance Premiums;
 - xiv. Homeowner's Insurance Premiums and Fees;
 - xv. Property Taxes;
 - xvi. Interest (points) buy downs;
 - xvii. Prepaid items; and
- c. Personal Property
MAP Loan proceeds cannot be used to finance the acquisition of furnishings, appliances, or other personal property.
- d. Consumer Debt/Judgments
MAP Loan proceeds cannot be used to pay off any portion of a Borrower's consumer debt, liens, or judgments. Delinquent property taxes are also ineligible costs.



e. Corrections and Repairs

MAP Loan proceeds cannot be used to pay for any required corrections or repairs to the property.

9.0 Underwriting

The City reserves the right to evaluate an Applicant/Borrower(s) eligibility based on the criteria listed in this program policy manual in a manner consistent with the intent and purpose of the Mortgage Assistance Program.

The City may rely in part on the Automated Underwriting System (AUS) documentation (i.e., the underwriting approval letter) from the Lender to verify loan eligibility.

10.0 Conditional Approval of Mortgage Assistance Program Loan

Once all required documentation has been received from the applicant and lender and staff has determined that the Applicant(s) meets all the requirements, the loan is submitted to the City Manager, or designee, for review and approval. If an exception to the above approval conditions needs to be made, the matter will be referred to the Mayor in writing, showing all appropriate information and the exception being requested.

The City will issue a letter of conditional approval to the Applicant, copying the lender, stating conditional approval and the terms and conditions necessary to complete the loan.

11.0 Preapprovals

Applicants may obtain preapproval from a first mortgage lender of their choice, or they may seek preapproval simultaneously to an application for a MAP loan. The City's "preapproval" is subject to evaluation and qualification as outlined in this MAP loan policy and is indicated by the issuance of a letter of conditional approval.

12.0 Determining Whose Income to Count

The income of all family members over 18 who will occupy the home purchased must be included in the determination of "annual income." In practice, this means that Staff determining income must first determine the number of people comprising the family and then calculate the income of all people in the family, which persons are at least 18 years old. Earnings of more than \$480 per month for each full-time student



who is at least 18 years old (excluding the head of household and Spouse/Partner) are not included in the household's annual income.

13.0 Determining Household Size

Households may include persons who are not counted as family members for the purposes of the Program Income Limits and whose income, if any, is not considered when calculating Anticipated Gross Annual Income. Therefore, the following household members DO NOT COUNT when determining household size for the purpose of comparing "annual income" to Program Income Limits:

- a. Foster Children;
- b. Live-in Aides;
- c. Children of Live-in Aides;
- d. Unborn Children;
- e. Children being pursued for legal custody or adoption who are not currently living with the household; or
- f. A child who is subject to a shared-custody agreement in which the child resides with the household at least 51 percent of the time can be counted.

14.0 Loans

14.1 **CREDIT:** Credit score should be above 650 (using middle score) with no unsatisfied judgments; Applicants should have clean credit within the last 12 months including past due payments⁶; no bankruptcies or repossessions.

14.2 **CAPACITY:** Six months of employment. Same line of employment or related education if new job is less than six months. No probationary period.

- a. **47%** or less of gross income is for monthly housing costs – Housing Expense Ratio (HER).
- b. **50%** or less of gross income is for total monthly debt costs – Debt to Income Ratio (DTI).

14.3 **MAXIMUM LOAN:** Up to \$25,000 or 7.5% of purchase price, whichever is less.

14.4 **LIEN IN SECOND POSITION:** A MAP Loan must be in second position and may not be relegated to a lower position.

14.5 Housing monthly payments used to calculate the Housing Expense Ratio (HER)

⁶ Late payments should certainly be considered for potential disqualification but should be overridden if the Automated Underwriting System overrides them in its review.



include:

- a. Principal and interest;
- b. Escrow deposits for real estate taxes;
- c. Hazard insurance;
- d. Mortgage insurance premium;
- e. Homeowner's association duties; and
- f. Special assessments.

14.6 Expenditures used to calculate the Debt to Income Ratio (DTI) include:

- a. All housing payments above;
- b. Long-term installment debt (beyond 10 months remaining to be paid) including student loans, unless Applicant(s) can provide documentation of at least one-year deferment;
- c. Revolving accounts and lines of credit;
- d. Alimony, child support or maintenance payments, as applicable;
- e. Stock pledges, if applicable.

14.7 A loan may be automatically denied if any of the following conditions exist:

- a. Mid credit score equal to or less than 649;
- b. Unsatisfied local, state, or federal tax liens;
- c. Bankruptcy or repossessions within the past year;
- d. Clouded credit history over the past 12 to 24 months (i.e., unsatisfied judgments or collections, derogatory comments, or a history of past due payments);
- e. Current employment history is less than six months;
- f. Unsatisfactory response from employer concerning probability of job retention;
- g. Probationary status of current employment.

14.8 All available resources of an Applicant must be disclosed (i.e., verification of deposit).

15.0 Outstanding Debt

All outstanding debt for Applicants must be counted toward the ratios unless there is less than 10 months left on the terms of the loan. Student loan payments do not count if the Applicant can provide proof that they are deferred for one year.

16.0 Self-Employed Income



Net Income from the operation of a business or profession is considered annual income. To determine this type of income, the previous two years of itemized expenditures must be provided as well as the current balance sheet and profit & loss statements. Self-employed income will only be accepted when it can be verified for at least one year prior to Application. To determine capability, if the Applicant has been in business for less than one year, employment history for the prior two years must be presented. The City may rely on the assistance of a licensed loan officer to determine self-employed income.

17.0 Permanently Absent Family Members

Documentation will be required to ensure that the family member is no longer residing at the household address. This documentation may consist of a legal separation agreement, prior year's tax return showing separate filing, or any other documentation which adequately verifies a separate residence for the absent family member.

18.0 Ineligibility

Applicants will be considered ineligible for one or more of the following:

- a. Providing false or incomplete information or previously providing false information under oath;
- b. Failing to complete the required forms or to supply requested information;
- c. Having previously received Mortgage Assistance from the program, except in extreme cases where applicant is granted an exception by the City;
- d. Failure to successfully pass the required background check;
- e. Unsatisfied judgements.

19.0 Application Period, Prioritization, and Use of Funds

Based on available funds, the City will allocate a certain number of loans per month or quarter. Any unspent, returned, or recovered funds may be made available in future application periods. The City will indicate on its website the number of loans available by period and the schedule for applications.

Applications will be received, considered, and approved during regularly scheduled and advertised application periods.

Prioritization will be as stated in Part 1, Section 5.2.



20.0 Reservation of Funds

A MAP Loan will be reserved for each Applicant when the loan application is complete. A Loan will be offered for 120 days and may be extended for 60 days with a total maximum of 180 days.

21.0 Projected Obligations

Debt payments such as a student loan or balloon note scheduled to begin or come due within 12 months of the mortgage loan closing must be included by the lender as anticipated monthly obligations during the underwriting analysis.

Debt payments do not have to be classified as projected obligations if the Borrower provides written evidence that the debt will be deferred to a period outside the 12-month period.

Obligations not considered debt, and therefore not subtracted from gross income, include:

- a. Federal, state, and local taxes;
- b. Federal Insurance Contributions Act (FICA) or other retirement contributions, such as 401(k) accounts (including repayment of debt secured by these funds);
- c. Commuting costs;
- d. Union dues;
- e. Open accounts with zero balances;
- f. Automatic deductions to savings accounts;
- g. Childcare; and
- h. Voluntary deductions.

22.0 Grounds for Denial of Financial Assistance

22.1 Rationale

A cornerstone of a healthy community is sustainable home ownership. The Mortgage Assistance Program exists to provide opportunities for home ownership and strengthen and maintain existing homeowners. Good relations and connections within neighborhoods are essential to building unity and encouraging homeowners to make the choice to invest their time, money, and energy into their neighborhood and community. Providing financial assistance to those required to register as sex offenders and/or those with serious and/or violent criminal records or drug-related criminal activity would undermine the City's goal of attracting new homeowners and encouraging



existing homeowners to stay in their neighborhoods.

22.2 Denial

The City will deny mortgage assistance to Applicants who:

- a. Do not meet the established eligibility/underwriting criteria; or
- b. Have engaged in or threatened abusive or violent behavior towards, or have offered or inferred a bribe, gift, or benefit toward any staff, elected or appointed official, or agent of the City; or
- c. Have been convicted of any violent crime against a person which includes, but is not limited to, murder, sexual assault, aggravated assault, or any offence of a sexual nature including any individual required to register as a sex offender; or
- d. Have been convicted of any Drug-Related Criminal Activity.

22.3 Background Check

In this screening of Applicants, the City shall perform criminal history background checks necessary to determine criminal history and whether any household member is required to register as a sex offender in the State of Utah or in other States where the household members are known to have resided.

23.0 Accessory Apartments

Housing stock with a City-approved accessory dwelling unit is an eligible type of housing allowed if the main residence remains owner occupied. Anticipated rent must be included in the calculation of projected income to determine income eligibility. The homeowner must not rent the main residence, whether the homeowner or someone else is occupying the accessory dwelling unit.

24.0 Employment History

All Applicants must have a minimum of six months' employment with their current employer and the employer must certify they are not in a probationary period. If any of the Applicants have less than six months' employment with current employer, they must verify employment in the same line of work (position, duties, and responsibilities) for at least six months prior. Education, technical or professional, may be considered when Applicants are employed for less than six months only if it relates to the current position. Staff may take economic hardships such as changes in marital status or similar situations into consideration if this requirement is not met.



An applicant who has changed jobs to advance within the same line of work, which maintains income continuity, and is successful in that work (i.e., is retained beyond a probationary period for that position), will also receive favorable consideration.

The Applicant's probability for continued employment should be evidenced in the file. In the case of negative comments received from the employer, Staff must perform a detailed investigation. A summary of their findings should be provided in the file, and the underwriting decision should be supported by comments in the file.

25.0 Assessing Income Information

All facts underlying the income information collected shall be assessed using the following considerations:

Pay Periods. Determine the basis on which employees are paid:

- a. Hourly, weekly, or monthly
- b. With or without overtime
- c. Bonus, shift differentials and other forms of payment

An employee who gets paid "twice a month" may be paid either twice a month (24 times a year) or every two weeks (26 times a year). The calculation will bear a significant difference. Be sure to get clarification!

An annual salary is counted as annual income regardless of the payment schedule. For example, if a teacher's annual salary is \$30,000, this is the amount used to calculate annual (gross) income regardless of whether the teacher is paid over a 9 or 12-month period.

Variation in pay: For Applicants, whose jobs provide steady employment (e.g., 40 hours a week, 52 weeks a year), it can be assumed that there will only be slight variations in the amount of earnings reflected in monthly or bi-weekly pay stubs. In such cases, three consecutive months of income documentation is an appropriate amount upon which to base a projection of income over the following 12-month period.

For those whose annual employment is less stable or does not conform to a twelve-month schedule (e.g., seasonal laborers, construction workers, teachers), the City will examine income documentation that covers the entire previous twelve-month period. Such workers can experience substantial variations in earned income over the course of a year. As such, an examination of three months of income documentation



may not provide an accurate basis upon which to project the Applicant's income for the following 12 months.

Sources of earned income: In addition to hourly earnings, Staff will account for all earned income. In addition to the base salary, this will include annual cost of living adjustments (COLAs), bonuses, shift differentials and overtime pay. In the case of

overtime, it is important to clarify whether overtime is sporadic or a predictable component of an employee's income. If it is determined that an Applicant has earned and will continue to earn overtime pay on a regular basis, the City will calculate the average amount of overtime pay earned by the Applicant over the pay period the City is using to calculate income eligibility (3 months or 12 months). This average amount is then to be added to the total amount of projected income earned over the following 12-month period.

26.0 Initial Certifications

Applicants' status as a moderate-income household must be certified at the time of Application. [Under State current law, the Mortgage Assistance Program will allow up to 120% AMI.]

A preliminary determination of eligibility is made to verify that the Applicant(s) meets the requirements of the Program, which meets the minimum requirements to qualify for a mortgage while being under the maximum household incomes by household size.

The City will not re-examine a household's income during the Application process, unless more than six months have elapsed since the household's income was certified by Staff.

27.0 Assets, Inclusions, and Exclusions

27.1 Determining Assets Income

The City counts the actual income generated by the asset, such as interest on a savings or checking account, for the purpose of determining "annual income." The income is counted even if the household elects not to receive it. For example, though an Applicant may elect to reinvest interest or dividends from an asset, the interest or dividends are still counted as income. In the same manner as with other forms of income, the income from assets that is included in determining "annual income" is the income that is anticipated to be received from the asset during the coming 12 months.



Checking and savings account balances are considered assets. This rule is not intended to count monthly income as an asset, but rather, it recognizes that households sometimes keep assets in their checking accounts. To avoid counting monthly income as an asset, the City will use the average monthly balance over a three-month period as the cash value of the checking account.

When Assets Produce Little or No Income: An “imputed” income will be calculated on assets with little or no income based on the “Passbook Rate”⁷ applied to the cash value of assets. This rule only applies if the total cash value of all assets is more than \$5,000.

27.2 Computing the Value of Assets

Assets have both a market value and a cash value. Only the cash value (rather than the market value) of an item is counted as an asset. The market value of an asset is simply its dollar value on the open market.

27.3 Inclusions

- a. Cash held in savings and checking accounts, safe deposit boxes, homes, etc. For savings accounts the current balance will be used. For checking accounts, the average three-month balance will be used.
- b. Cash value of revocable trusts available to the Applicant, or any adult household member.
- c. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
- d. Cash value of life insurance policies available to household members before death (e.g., surrender value of a whole life or universal insurance policy).
- e. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- f. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim’s restitution, insurance settlements and other amounts not intended as periodic payments.
- g. Income from retirement and pension payouts.

27.4 Exclusions

- a. Necessary personal property, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
- b. Interest in Indian trust lands.

⁷ The Passbook Rate is established by HUD and is updated annually. For 2025 the rate is 0.45%.



- c. Assets not effectively owned by the Applicant (or an adult household member). That is, when assets are held in an individual's name, but the assets or any income they generate is accrued to the benefit of someone else who is not a member of the household, and that other person is responsible for income taxes incurred on income generated by the asset.
- d. Equity in cooperatives in which the family lives.
- e. Assets which are not accessible and that provide no income for the Applicant.
- f. Term life insurance policies (i.e., where there is no cash value).
- g. Assets that are part of an active business.
- h. Balances of retirement and pension funds.

28.0 Subordination Requirements

The outstanding MAP Loan will not be due upon prepayment or refinance of the first loan, provided that such refinancing of the property, the principal balance of the new first mortgage and the MAP Loan proceeds do not exceed the appraised value of the property, and the refinancing is not a cash out refinance.

Subordination of City's Mortgage Assistance Loan to a new first mortgage is allowed when the loan is a streamline loan with no cash out. The borrower's account must be current, which in the case of deferred loans means continuing to be owner occupants of the property for which the assistance was provided. The new loan must have a fixed rate and must have a 30-, 20- or 15- year term. The Homebuyer must continue occupying the property as their principal (primary) place of residence. A comparison of the old and new loans must be provided including loan amounts, interest rates, monthly payments, and terms for both loans. The interest rate and monthly payment must be lower than the previous loan. CD's and LE must also be provided for the proposed new loan. A copy of the pay-off from the mortgage to be paid must be included.

The City will subordinate for free, but no more than once in a three-year period. If additional subordinations are requested or required, a \$250.00 fee must be paid. The City will provide Templates for the Subordination Agreement and Request for Notice.

29.0 Default

29.1 Conditions of Default

- a. Transfer of title, sale, or lease of the property;



- b. Ceasing to occupy the property as the principal place of residence, for any reason without authorization from the City;
- c. Default on the payment of property taxes;
- d. Failing to maintain current, valid, and sufficient homeowner's insurance against the property;
- e. Failing to adhere to any other deed restrictions agreed upon by signing all the closing documents.

29.2 Determination of Default on an Agreement

MAP Loans are normally retired either by conversion to a grant when Borrower fully satisfies the terms of the Agreement or repaid in the normal course of business as the Borrowers contract to sell their property to a new owner. On occasion, borrowers will move out of the property for other reasons without remembering that vacating the property puts them in default and that it triggers immediate repayment of the MAP Loan received to acquire the property.

Once the City has learned of a default, staff will contact borrowers to verify that borrowers have indeed vacated the property and to ascertain facts as to the circumstance that caused them to move out.

29.3 Repayment of MAP Loan in Default

The Borrower agrees that any funds advanced as a MAP loan toward the purchase of the Borrower's residence, which is the Borrower's principal residence, shall be repaid to City upon the death of the Borrower, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Borrowers, then the loan shall be repaid upon the death of the last surviving Borrower, or upon the divorce of the Borrowers, unless one of the Borrowers is entitled pursuant to a decree of divorce to continue residing in the subsidized unit, in which event, the sum shall be repaid upon the death of said Borrower, or on the rental, sale, transfer, or any other change of ownership, as follows:

- a. The MAP loan shall be immediately repaid to City if at any time the housing unit is used other than as the Borrower's principal residence.
- b. The MAP loan amount shall also become due and payable to City on the date the housing unit ceases to be the Borrower's principal residence, for any reason, but not limited to, the Borrower selling, renting, leasing, abandoning, donating or giving the housing unit to another, subject to the qualification upon repayment or recapture provided below.



- c. The MAP loan amount shall also become due and payable to City on the date that a lienholder in lower position initiates proceedings to foreclose on the lien. Upon verification by City that the Borrower is in breach of the MAP loan agreement as indicated above, City shall notify the Borrower in writing of said breach and demand immediate repayment of the full amount of the loan. The Borrower shall then have a period of 10 days from the date the Notice of Breach is mailed to inform the City of how the loan will be repaid.
- d. Any outstanding loan balance not paid when due shall bear interest thereafter at the rate of up to eight percent (8%) per annum until paid. In the event of foreclosure, the repayment amount will be based on the net proceeds available from the sale of the property.

29.4 Once it has been established that a MAP Loan is in default, the Borrower must commit to repaying the MAP Loan either in full or prorated, depending on the situation under the contract.

At the City's sole option and dependent on its assessment of the circumstances and the probability of repayment, the City may offer a payment plan to assist Borrowers in fulfilling their responsibility to repay the Loan. The terms for repayment established here are to cause the quickest repayment possible.

Lump sum payments are the ideal repayment method and will be accepted without charging the default interest percentage if paid within 60 days or sooner. Options may be presented when beneficiaries find themselves in situations where full payment is not immediately possible:

- a. 0% interest if repaid within 12 months or less
- b. 2.0% interest if repaid in 13 to 24 months
- c. 4.0% interest if repaid in 25 to 36 months
- d. 6.0% interest if repaid in 37 to 48 months
- e. 8.0% interest if repaid in 49 to 60 months

Options offered will vary depending on the outstanding loan amount.

- a. For amounts of \$5,000 or less only options a) through c) may be offered
- b. For amounts between \$5,000 and \$25,000 only options a) through e) may be offered.

30.0 Repeat Applicant



Only in extreme cases: Applicants who have previously received assistance from the City's Mortgage Assistance Program may be eligible to receive further assistance.

Consideration will only be given to Applicants where the original established Agreement Period has expired for the property to which they received assistance. The history of their previous account with the City must be satisfactory; bankruptcy, foreclosure, short sale, and/or any other form of delinquency shall immediately disqualify Applicants from consideration to receive further assistance.

If Applicants are afforded consideration to a second opportunity, in addition to meeting eligibility requirements for the program to which they are applying, they must submit a letter to the City providing specific information as to why they are seeking additional assistance from the program and why they think another opportunity should be afforded to them. Documentation must be included verifying the reasons included in the letter.

31.0 Appeal Process

- 31.1 The City will notify in writing any Applicants who have applied a MAP Loan and who, for any reason, have been determined to be ineligible. The notification shall state the reason for ineligibility. All information relative to the rejection of the Application shall be documented and placed in the Applicant's file.
- 31.2 An Applicant who has been determined ineligible for Mortgage Assistance or disagrees with any written decision may request a review within thirty (30) days of the date on the written notification. The appeal must be in writing and received by the City on or before the expiration of the Appeal Period. If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action becomes final and non-appealable. An Appeal and the decision on Appeal is mandatory before Applicant may seek any other relief or remedy. The Appeal shall state the basis for the Appeal and why the decision or action being appealed should be reversed or modified. The right to Appeal will be identified and described in all written decisions or actions of the City sent to the Applicant.
- 31.3 Notice of Right to Appeal. All written decisions or actions of the City shall contain a notice provision like the following:

As the Applicant for a Mortgage Assistance Loan, you have the right to Appeal



any decision or action on your Application for a Mortgage Assistance Loan. You may Appeal the decision or action communicated herein to the Mayor by filing a written notice of Appeal and statement of the grounds for the Appeal with the Eagle Mountain City Recorder within thirty (30) days from the date of decision or action set forth above (Appeal Period). If the last day of the Appeal Period falls on a weekend or City holiday the Appeal Period will be extended until the next following City business day. After the close of the Appeal Period the decision or action communicated herein becomes final and non-appealable, An Appeal and the decision on Appeal is mandatory before seeking any other relief or remedy. Failure to Appeal within the thirty (30) day Appeal Period may preclude any other relief or remedy. To pursue your Appeal additional information regarding your Appeal may be required. For further information regarding your right to Appeal please contact the City or legal counsel of your choosing.

31.4 Appeal Process.

The Mayor, or designee (a designee other than a person who participates in the regular approval process), shall conduct a hearing on the Appeal within thirty (30) days of receipt of the Notice of Appeal by the City Recorder. Written notice of the date, time and location of the hearing will be provided at least ten (10) days prior to the hearing. The Mayor, or designee, will hear all evidence regarding the Appeal presented by or on behalf of the Applicant, and presented by or on behalf of Staff, both oral or written provided at or prior to the hearing. The Applicant and the City may call witnesses. The Mayor, or designee, shall determine whether the decision or action being appealed was in error or if unusual circumstances existed that would justify approval of the Application. A written decision on the Appeal and the reasons therefore shall be issued within fourteen (14) days from the date of the hearing on the Appeal. The written decision on the Appeal shall be mailed, emailed, or hand delivered to the Applicant.

31.5 Failure to Render Decision.

If a written decision by the Mayor, or designee, is not issued within thirty (30) days of the hearing the Appeal is deemed denied and the decision or action being Appeal is upheld.

32.0 Other Requirements

- a. No co-signers who will not be owner-occupants are allowed.
- b. Purchase price may not exceed appraisal valuation.



- c. Self-employed Applicants must show one year of signed and dated individual tax returns, plus all applicable schedules and signed and dated copies of federal business income tax returns with all applicable schedules and a 12-month Profit & Loss Statement.

33.0 Incomplete Applications

Failure to provide sufficient documentation, for any reason, needed by staff to determine eligibility and loan qualification will render an application incomplete. Applicants who were not able to prequalify in time for the City to issue letters of conditional approval, will be considered in the next application period and prioritized according to policy.

34.0 Non-Traditional Credit

Non-traditional credit will be reviewed if an Applicant does not have a credit score from any of the three bureaus. Lack of non-traditional credit will not be grounds for denial as no credit history is deemed better than a derogatory credit history.

35.0 Staffing and Administrative Matters

The Mortgage Assistance Program is funded by an appropriation from the RDA, which funding attributable to Community Reinvestment Project Area funds intended to support affordable housing initiatives. The program is administered by the City.

As authorized by the City, a modest fee of no more than 10% of the amount loaned may be assessed to the Housing Funds to cover the costs for Staff to administer the Mortgage Assistance Program.

36.0 Annual Reporting

Staff shall provide, in writing, an annual report to the RDA Board, the Mayor and City Council, City Manager, and Planning Director, which report includes:

- a. The number of people that received a benefit from the program;
- b. The number of public employees, by agency, who participated in the program;
- c. The total amounts expended, recovered, and outstanding by age; and
- d. Such other information that provides an assessment of the reach and success of the program.



APPENDIX

2024 HUD AREA MEDIAN INCOME CHART

HUD publishes income limits to determine eligibility for different HUD programs. The income limits are based on the median family income for an area. The City of Eagle Mountain is in the Provo-Orem UT MSA Area. The median income for the Utah County area, as published by HUD, for FY 2024 is \$109,500. The table below shows the income limit categories based on the number of people in the family.

FY 2024 Income Limits Table (Provo-Orem UT MSA)

Household Size Income (AMI)	1	2	3	4	5	6	7	8
Low (80%) Income (\$)	61,050	69,750	78,500	87,200	94,200	101,200	108,150	115,150

(Source: <https://www.huduser.gov/portal/datasets/il.html>)

Effective July 1, 2024, through June 30, 2025:

% of Area Median Income			
Household Size	80%	100%	120%
1	\$61,050	\$76,300	\$91,600
2	\$69,750	\$87,200	\$104,700
3	\$78,500	\$98,100	\$117,800
4	\$87,200	\$109,500	\$131,400
5	\$94,200	\$117,800	\$141,300
6	\$101,200	\$126,500	\$151,800
7	\$108,150	\$135,200	\$151,800
8	\$115,150	\$143,900	\$151,800

HOMEBUYER EDUCATION COURSES

Applicants can take any HUD-approved homebuyer education course or any of the following courses (a fee may apply):

<https://www.fanniemae.com/education>

<https://creditsmart.freddie.mac.com/#path-homebuyer-u>



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, approving the Saddle Junction Development Agreement
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	Allgood Atkinson Acquisition LLC

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

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, approving the Saddle Junction Development Agreement.

BACKGROUND:

The City just approved an amended plat for the Saddle Junction subdivision. As part of that plat amendment, the City accepted the dedication of a right-of-way that was previously private. The City's role in this Development Agreement is limited to accepting dedications of public infrastructure, including the right-of-way, and undertaking ongoing maintenance obligations with respect to that infrastructure.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Development Agreement

RESOLUTION NO. R- -2025

***A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE SADDLE JUNCTION DEVELOPMENT AGREEMENT***

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Saddle Junction Development Agreement, as set forth more specifically in Exhibit A; and

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

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

1. The Saddle Junction Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 18th 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

WHEN RECORDED, MAIL TO:

Allgood Atkin Acquisition LLC
3072 East 750 North
St. George, Utah 84790
Attention: Conner Atkin

DEVELOPMENT AND COST-SHARING AGREEMENT
Saddle Junction Plat 1A

This Development and Cost Sharing Agreement (the “Agreement”) is entered into this _____ day of _____, 2025 by and among Allgood Atkin Acquisition LLC, a Utah limited liability company (“Allgood Atkin”), CKQ Eagle Mountain 1, L.L.C., a Utah limited liability company (“CKQ,” and collectively with Allgood Atkin, “Developer”), and Eagle Mountain City, a Utah municipal corporation (the “City”).

RECITALS

WHEREAS, Developer desires to subdivide and develop certain real property located in Eagle Mountain City into a commercial subdivision to be known as Saddle Junction Plat 1A (the “Proposed Subdivision”) in accordance with the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference (as amended from time to time, the “Plat”);

WHEREAS, Maverik, Inc. is the current owner of Lot 1 of the Proposed Subdivision, Allgood Atkin is the current owner of Lots 2, 3, 5 and 6 of the Proposed Subdivision, and CKQ is the current owner of Lot 4 of the Proposed Subdivision;

WHEREAS, Lots 1 and 4 of the Proposed Subdivision have been previously improved and developed by their respective owners;

WHEREAS, Granite Credit Union, a Utah non-profit corporation (“Granite”), intends to acquire Lot 2 of the Proposed Subdivision from Allgood Atkin following final approval of the Plat and Proposed Subdivision by the City;

WHEREAS, as a condition to the City’s approval of the Proposed Subdivision, Allgood Atkin has agreed to complete the Required Infrastructure (defined hereafter) and dedicate the roadway depicted on the Plat (the “Subject Road”) to the City (the “Dedication”);

WHEREAS, the Subject Road provides each of the lots in the Proposed Subdivision with ingress and egress access to and from Stonebridge Lane and Ranches Parkway;

WHEREAS, the portion of the Subject Road running east and west between Lots 1 and 4 of the Proposed Subdivision, and the portion of the Subject Road running north and south between Lots 4, 5 and 6 of the Proposed Subdivision have been partially improved by the respective owners of the adjacent parcels (the “Existing Roadway”);

WHEREAS, in connection with the Proposed Subdivision and Dedication, Allgood Atkin has agreed to (i) construct the extension of the Subject Road running between Lots 2 and 5 and terminating on Lot 3 of the Proposed Subdivision (the “Roadway Extension”), (ii) construct the additional improvements to the Existing Roadway required by the City as a condition to its acceptance of the Dedication, and (iii) construct the water (irrigable and potable), sewer, stormwater drainage, and other utility infrastructure that is required to service each of the lots within the Proposed Subdivision (collectively, the “Required Infrastructure”);

WHEREAS, Allgood Atkin and CKQ, on behalf of themselves and their successors and assigns, have agreed to contribute proportionately to the costs to complete the Roadway Extension as described herein; and

WHEREAS the City, acting pursuant to its authority under state law and subject to Developer’s compliance with the City’s subdivision ordinances (the “Ordinances”), agrees to approve the Proposed Subdivision and accept the Dedication in accordance with the Plat and the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, the undersigned hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Construction of Required Infrastructure. Upon final approval of the Proposed Subdivision by the City and recording of the Plat with the written acknowledgment of acceptance by the City of the Dedication, Allgood Atkin shall construct the Required Infrastructure in accordance with the Eagle Mountain Municipal Code (the “City Code”) within six (6) months of the recording of the Plat; provided that such construction period may be extended on a day-for-day basis by any delays resulting from a Force Majeure Event (defined in Section 8). Except as otherwise set forth in Section 4 below, all costs to construct the Required Infrastructure, including without limitation all connection and impact fees, shall be borne exclusively by Allgood Atkin. Additionally, Allgood Atkin shall satisfy any and all bonding and/or warranty requirements of the City in connection with the construction of the Required Infrastructure and shall perform all work in compliance with all applicable laws and Ordinances. When Allgood Atkin notifies the City that it believes the Required Infrastructure is complete, the City shall make a final inspection of the Required Infrastructure and prepare a list of any outstanding items that are unacceptable or that need to be corrected to conform with the City Code. Upon City’s notification of acceptance of the improvements within the Subject Roadway (“Notice of Acceptance”), all improvements within the Subject Roadway, including without limitation the Required Infrastructure, shall thereupon become the property of the City, and Allgood Atkin shall promptly execute and deliver to the City any documents reasonably required by the City establishing City’s ownership of the improvements within the Subject Roadway, including without limitation the Required Infrastructure. Notwithstanding the foregoing, any Notice of Acceptance by the City will not relieve Allgood Atkin from any warranty or guarantee requirements that are imposed by the City in accordance with the City’s authority under the Ordinances. Subject to the occurrence of any Force Majeure Event, if Allgood Atkin fails to construct the Required Infrastructure within the timeframe set forth

above, Allgood Atkin shall be in default under this Agreement and the City shall have the right, upon fifteen (15) days' prior written notice to Allgood Atkin, to enter onto the Proposed Subdivision and proceed to construct any incomplete portion of the Required Infrastructure. If the City exercises such right as set forth above and completes the Required Infrastructure, the Contributing Owners shall not be responsible for any reimbursement obligation set forth in this Agreement related to the portion of the Required Infrastructure completed by the City. In addition, notwithstanding the right granted to the City hereunder, and regardless of whether a Force Majeure Event has occurred, if Allgood Atkin has not completed the construction of the Required Infrastructure within six (6) months of the recording of the Plat, Granite, in its sole and absolute discretion, may elect to enter onto the Proposed Subdivision and proceed to construct any incomplete portion of the Required Infrastructure in accordance with City Code, in which case Allgood Atkin shall reimburse Granite for the cost thereof in an amount not to exceed One Hundred and Six Thousand Dollars (\$106,000.00).

3. Maintenance, Repair and Replacement of the Subject Road. Except as set forth above with respect to the initial construction of the Required Infrastructure, and subject to any warranty or guarantee provided by Allgood Atkin, the City hereby agrees that following delivery of the Notice of Acceptance to Allgood Atkin, it shall be solely responsible for the upkeep, maintenance, repair and replacement of the Subject Road and all infrastructure improvements now existing or hereafter constructed or installed therein from and after the date of the Dedication, including without limitation the Required Infrastructure, and none of the owners of any of the lots within the Proposed Subdivision shall have any responsibility for such upkeep, maintenance and repair or replacement from and after such date.

4. Roadway Extension; Cost Sharing. In connection with the completion of the Roadway Extension and in consideration of the benefit that will be derived by the owners of Lots 2, 3, and 5 of the Proposed Subdivision (the "Contributing Owners"), the Contributing Owners shall reimburse Allgood Atkin for their proportionate share of the costs of all improvements required to complete the Roadway Extension (other than utility extensions) in accordance with the following percentages:

<u>Lot</u>	<u>Percentage Responsibility</u>
Lot 2	31.51%
Lot 3	41.40%
Lot 5	27.09%

With respect to the costs of any utility extensions required in connection with the Roadway Extension, each of the Contributing Owners shall reimburse Allgood Atkin (a) for its proportionate share of the cost to install the main utility lines in the Roadway Extension in accordance with the schedule set forth above, and (b) for the full cost of extending such utilities from the main utility lines to its lot. Additionally, for the avoidance of doubt, each of the Contributing Owners shall be solely responsible for any connection or impact fees assessed in connection with such Contributing Owner's specific use and/or improvements to its lot.

5. Payment. Upon completion of construction of the Required Infrastructure in accordance with the City Code and receipt of the Notice of Acceptance from the City, Allgood Atkin may invoice the Contributing Owners for their proportionate share of the costs of the

Roadway Extension and utility extensions as set forth above. Any invoice shall be accompanied by appropriate documentation supporting the invoiced reimbursement amount and a copy of the City's acceptance of the Required Infrastructure. Each of the Contributing Owners shall pay such invoiced amount within ten (10) business days of receipt of the applicable invoice. In the event a Contributing Owner fails to make any required payment on or before such due date, such unpaid amount shall accrue interest at a rate of eighteen percent (18%) per annum until paid in full.

6. Easements and Rights-of-Way. Each of the Contributing Owners agrees to grant such cross easements or rights-of-way to the other Contributing Owners or applicable third party utility providers in a timely manner in order to facilitate development of Lots 2, 3 and 5 of the Proposed Subdivision; provided that the scope, location and terms of such easements and rights-of-way shall be subject to the reasonable approval of the Contributing Owner whose property is burdened by such easement or right-of-way.

7. Failure of City to Approve. In the event the City fails to approve the Proposed Subdivision and/or Plat or accept the Dedication, this Agreement shall be deemed cancelled and each of the parties hereto and their successors or assigns shall be released from their obligations hereunder.

8. Force Majeure Events. Any violation or noncompliance of this Agreement (other than with respect to payment obligations) shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, work stoppage, or acts of local, state or federal government (each, a "Force Majeure Event").

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the rights conferred by this Agreement are intended to, and do, constitute covenants that run with Lots 2, 3 and 5 of the Proposed Subdivision and shall inure to the benefit of and be binding upon the owners of such lots and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, in no event shall any Contributing Owner, except Allgood Atkin, be responsible for the completion of the Required Infrastructure in accordance with the City Code under this Agreement.

10. No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between any of the undersigned. Except for Granite and any other successor or assign that is a Contributing Owner under this Agreement who are expressly intended to be third party beneficiaries, no term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11. Indemnification by Developer. To the full extent permitted by law, Allgood Atkin shall indemnify, defend, and hold harmless the City and Granite, and each of their employees, members, partners, officers, directors, agents, consultants, attorneys, successors, and assigns, from and against any and all liabilities, losses, claims, costs, damages, and expenses (including, without limitation, attorneys' fees, costs, and expenses, but specifically excluding any consequential, special, or punitive damages) arising from, relating to, or in connection with Allgood Atkin's: (a)

negligence, fraud, or willful misconduct in the completion of the Required Infrastructure; or (b) event of default under this Agreement.

12. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by all of the undersigned.

13. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee incurred on appeal and in bankruptcy proceedings.

15. Recording. Upon recording of the final approved Plat, this Agreement may be recorded by Allgood Atkin against Lots 2, 3 and 5 of the Proposed Subdivision in the official records of the Utah County Recorder, State of Utah. Following delivery of the Notice of Acceptance by the City, the City upon request shall record a duplicate original of such Notice of Acceptance in the public records. In addition, upon a Contributing Owner's satisfaction of its payment obligation hereunder, such Contributing Owner and Allgood Atkin upon request shall record a notice of satisfaction in the public records. All recording costs shall be borne by the requesting party.

16. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

17. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fourth Judicial District Court for Utah County, State of Utah.

19. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the address for the intended Owner as indicated on the property rolls of the Utah County Recorder, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is

deemed to have occurred the business day following deposit with the courier; or (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service. Notwithstanding the foregoing, any party may change its address for purposes of this Section by giving written notice to the other parties as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

20. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

21. Authority of Parties. The undersigned hereby warrant and represent that they are duly authorized execute this Agreement in the capacity stated.

22. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings or agreements, written or oral, that relate to the subject matter of this Agreement. This Agreement may not be amended except by a writing signed by the City, Allgood Atkin, and each Contributing Owner within the Proposed Subdivision. Nothing herein is intended to violate the requirements of Utah Code Ann. § 10-9a-532 related to development agreements, and the provisions of this Agreement shall be construed accordingly.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Allgood Atkin Acquisition LLC,
a Utah limited liability company

Eagle Mountain City,
a Utah municipal corporation

By: _____
Name: Conner Atkin
Title: Manager

By: _____
Name: _____
Title: _____

By: _____
Name: Quinn Allgood
Title: Manager

Attest:

CKQ Eagle Mountain 1, L.L.C.,
a Utah limited liability company

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: Conner Atkin
Title: Manager

By: _____
Name: _____
Title: City Attorney/Assistant City Attorney

By: _____
Name: Quinn Allgood
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, the Manager of Allgood Atkin Acquisition LLC, a Utah limited liability
company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, the Manager of Allgood Atkin Acquisition LLC, a Utah limited liability
company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, the Manager of CKQ Eagle Mountain 1, L.L.C., a Utah limited liability
company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, the Manager of CKQ Eagle Mountain 1, L.L.C., a Utah limited liability
company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of Eagle Mountain City, a Utah municipal
corporation.

Notary Public

EXHIBIT A
PLAT

EXHIBIT B
LEGAL DESCRIPTIONS

Parcel No. _____

[Lot 2, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah County Recorder's Office, State of Utah]

Parcel No. _____

[Lot 3, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah County Recorder's Office, State of Utah]

Parcel No. _____

[Lot 5, Saddle Junction Plat 1A, according to the Official Plat thereof, as recorded in the Utah County Recorder's Office, State of Utah]



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Quest East Master Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Adam Storheimm, Pulte Homes

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential 1 Zones: RD1, RD2, R1, R2, and R3	163 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Quest East Master Development Agreement.

BACKGROUND:

On April 25, 2023, the Eagle Quest MDA became effective. There have been no final plat applications submitted yet. This is mostly due to the inability to access the site. Now that the Sunset Flats development is going again, this development can begin work.

The First Amendment to the MDA is requested to extend Section 7.1 of the Eagle Quest East MDA currently requiring "the site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date". The requested extension is for an additional 9 months (extended to 7/24/26). Concurrently, Staff would also be extending the approved preliminary plat.

ITEMS FOR CONSIDERATION:

Per EMMC 16.10.090(A)(5), MDAs may be amended to alter the timing of benchmarks, which is the request here. There are no approval criteria, other than that the Planning Commission reviews the application and the City Council takes final action.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation (5-0) to the City Council.

ATTACHMENTS:

1. Resolution
2. MDA - First Amendment
3. REDLINES

4. Existing MDA

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE EAGLE QUEST EAST
MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Eagle Quest East Master Development Agreement, as set forth more specifically in Exhibit A; and

WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Eagle Quest East Master Development Agreement, as set forth in Exhibit A.

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

1. The First Amendment to the Eagle Quest East Master Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 18th 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

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Attn: Gina L. Olsen, City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005

**FIRST AMENDMENT
TO THE MASTER DEVELOPMENT AGREEMENT
FOR EAGLE QUEST EAST**

This First Amendment to the Master Development Agreement for Eagle Quest East (“First Amendment”) is made and entered into as of the ____ day of _____, 2025 (“Amendment Effective Date”), by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”) and Eagle Quest LLC of Utah (“Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. On April 25th, 2023, the Parties entered into a Master Development Agreement for Eagle Quest East (“Original MDA”).

B. Section 7.1 of the Original MDA requires that site work for the first final plat or site plan occur within thirty (30) months of the Effective Date as defined in that agreement. Due to issues outside of its control, Developer will not be able begin site work for the first final plat or a site plan in the required timeline.

C. In order to achieve the purposes of the Original MDA, the Parties have negotiated an extension for Developer to begin site work for the first final plat or site plan and seek to memorialize it in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows.

AMENDMENT

1. **Effect of First Amendment.** Other than as specifically amended herein by this First Amendment, the Original MDA shall remain in full force and effect.

2. **Amendment of Section 7.1.** Section 7.1 is deleted in its entirety and replaced with following provision in lieu thereof:

7.1. First Preliminary Plat or Site Plan. Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty-nine (39) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final

plat has not been unreasonably delayed by the City. The preliminary plat approved on April 19, 2022 will now expire on July 24, 2026, unless extended in accordance with Eagle Mountain's Vested Laws.

3. **Recording.** The Parties shall cause this First Amendment to be recorded in the records of the Utah County Recorder.

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

GINA L. OLSEN, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me _____, who being by me, _____, a notary public, in and for said County of Utah, in the State of Utah, **Tom Westmoreland**, Mayor of Eagle Mountain City, who is personally known to me, whose name is subscribed to this instrument and acknowledged he executed the same.

Witness my hand and official seal.

NOTARY PUBLIC

EAGLE QUEST LLC OF UTAH

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **Eagle Quest LLC of Utah**, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1 **First Preliminary Plat or Site Plan.** Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within ~~thirty (30)~~ thirty-nine (39) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City. The preliminary plat, approved on April 19, 2022, will now expire on July 24, 2026, unless extended in accordance with Eagle Mountain's Vested Laws.

**MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST**

This *Master Development Agreement for Eagle Quest East* (this "Agreement" or "MDA") is entered into as of this 25 day of April, 2023 (the "Effective Date") between Eagle Quest LLC of Utah, a Utah limited liability company ("Developer") and Eagle Mountain City, a Utah municipal corporation ("City" or "Eagle Mountain").

RECITALS

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

B. Developer intends to develop the Property as a master planned community known as Eagle Quest East ("**Project**"), in accordance with the Land Use, Concept Site & Phasing Plan ("**Master Plan**") attached hereto as Exhibit B. On April 5, 2022, the Eagle Mountain City Council approved the rezone of the Property. On April 19, 2022, the Eagle Mountain City Council approved the Master Plan (which serves as the Eagle Quest East Preliminary Plat);

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

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

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

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

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

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

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

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

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

- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Eagle Quest LLC of Utah, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Eagle Quest East, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit C.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).
- 1.18. **Project** means the Eagle Quest East project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.
- 1.19. **Property** means the approximately 163 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, which is included in Exhibit B.

2. **ZONING**. As of the Effective Date, the Property is zoned by the City in accordance with the Land Use, Concept Site, & Phasing Plan, attached hereto as Exhibit B.

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

4. **VESTED RIGHTS**.

4.1. **General Vesting**. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

4.2. **Unit Density**. Developer shall be entitled to develop the Project in accordance with the densities and lot locations as depicted on the Master Plan. Developer may not transfer

density within the Project, and Developer shall not be allowed to transfer density or lots due to a school, church or other non-residential use.

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

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

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

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

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

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

4.3.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*;

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5. DEVELOPMENT OF THE PROJECT.

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

5.2 **Phasing.**

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

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

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

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

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

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

6. INFRASTRUCTURE.

6.1 **Roads.**

6.1.1 **Internal Roads.** Developer shall be required to construct all roads within the Project and shown on the Master Plan with the exception of Old Airport Road. The Master Plan includes three minor collector roads (Aviator Avenue), unnamed collector road on the west property line, and a collector road on the north property line (Desert Willow Drive), and a major arterial (Old Airport Road). Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of 24 feet of asphalt. Developer is providing an extra twelve feet (12') of right-of-way on Aviator Avenue. Upon completion of Aviator Avenue, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement

amount shall include the value of the land (as set forth below) under the upsized portion of the road. For example, Aviator Avenue is shown as a 77' road, and the applicant is dedicating 50.5'. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 53' road to a 77' road and for the value of the additional 12' of land. For the other two collector roads (west and north) Developer shall dedicate a minimum of 38.5 feet to the City and, as required by EMMC 15.10.270, shall improve a half-width of a standard residential road plus an additional 10 feet of asphalt, for a total of 24 feet of asphalt.

6.1.2 Old Airport Road. Developer shall dedicate the Old Airport Road land (152 feet wide) to the City, as shown on Exhibit B within 60 days of a request by the City. City and Developer agree to enter into a reimbursement agreement for the cost (as set forth below) of the land for the Old Airport Road, exempting the land for the road crossing shown on the plan (e.g., the portion of Old Airport Road that is used as an access point between phases 10 and 11 of the Project as depicted on the Phasing Plan).

6.1.3. External Access Roads. The three primary access roads for the Project (Aviator Avenue, Desert Willow Drive, and the "Unnamed Road" contiguous to the west boundary of the Project) all cross property that is currently not owned by the City. Developer acknowledges and agrees that it is the responsibility of Developer to obtain right-of-way sufficient to construct a minimum of a 24-foot wide asphalt portion of one or more of the roads and construct a sufficient portion of one of those roads from Pony Express Parkway to access the property, prior to construction of any portion of the Project. Developer currently anticipates that such requirement shall be met by Developer extending 24 feet of Aviator Avenue west to the intersection of Aviator Avenue and Pony Express Parkway. City owns property that under the current Transportation Master Plan is part of the future Aviator Avenue right-of-way. City commits and agrees to use that land as part of the future Aviator Avenue right-of-way. Developer shall not be allowed to access the Project solely through the Sunset Flats development to the south of the Project. City may, in City's sole discretion, assist Developer in obtaining the road dedications and City may utilize impact fees to construct a portion of the roads.

6.1.4 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the agricultural (i.e. pre-development) value of the land as of the date of the dedication.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit D, and Developer shall include the amenities as shown on Exhibit D, allowing for minor modifications to be approved by the City Parks Director. Developer shall receive approval for the specific playground equipment, benches, pavilions, and other equipment by the City Parks Director prior to construction of the parks. The City shall own and maintain the two park areas in the Project.

6.3 Utilities.

6.3.1 Offsite Sewer. The sanitary sewer for the project will need to connect to Pony Express Parkway, to the southwest of the project. This is anticipated to extend

within the Aviator Avenue right-of-way. Upsizing of this sewer line will be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

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

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

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

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

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

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the

City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. DEFAULT.

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

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

8.2.1 Specific Claim. Specify the claimed event of Default;

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

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

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

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

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

9. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

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

11.1 **Sale of Lots.** Developer's selling or conveying lots to residential purchasers or to unrelated, third-party homebuilders shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

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

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

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

13. **SEVERABILITY.** If any provision of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

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

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

Agreement.

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

17. **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 by the party intended to be benefited by the provisions.

18. **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.

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

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

To the Developer:

Eagle Quest LLC of Utah
6616 West 10760 North
Highland, Utah 84003
Attn: Kurt Ostler

with a copy to:

Eagle Quest LLC of Utah
P.O. Box 532
Farmington, Utah 84025

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run

Eagle Mountain, UT 84005

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

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

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

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

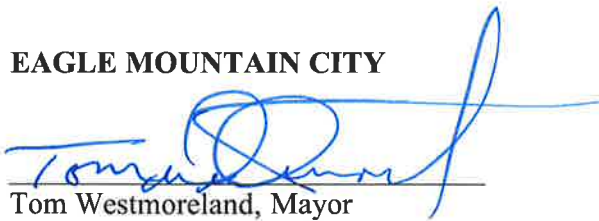
25. **TITLE AND AUTHORITY.** Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein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

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

27. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an

DATED this 25 day of April, 2022³.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

ATTEST:


Fionnuala Kofoed, City Recorder

Approved as to form:


City Attorney



1617670v1/RQN

Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Land Use, Concept, and Phasing Plan
- Exhibit C - Notices of Decision
- Exhibit D - Parks and Open Space Plans

WHEN RECORDED, MAIL TO:

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84043

ENT 41971:2023 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jun 28 3:18 pm FEE 0.00 BY AR
RECORDED FOR EAGLE MOUNTAIN CITY

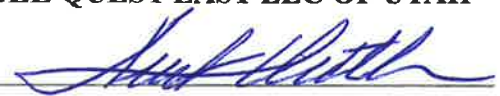
**MEMORANDUM OF
MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST**

This *Memorandum of Master Development Agreement for Eagle Quest East* (this "**Memorandum**") is entered into as of the Effective Date (defined below) between Eagle Quest, LLC of Utah, a Utah limited liability company ("Developer") and Eagle Mountain City, a Utah municipality ("City" or "Eagle Mountain"). This Memorandum is recorded to provide notice of the following:

1. Developer owns or controls certain real property within the City's boundaries, which property is legally described in Exhibit A (the "**Property**"), attached hereto and incorporated herein.
2. On May 31, 2023 (the "**Effective Date**"), Developer and City entered into that certain Master Development Agreement for Eagle Quest East, as amended (the "**MDA**").
3. The MDA sets forth terms and conditions regarding the development of the Property.
4. Developer and City have executed this Memorandum for the purpose of providing record notice of the MDA and the rights and obligations created by the MDA, all of which are hereby confirmed and incorporated herein by reference.
5. A copy of the MDA is on file with the Eagle Mountain City Recorder, located at 1650 E Stagecoach Run, Eagle Mountain, UT 84005.

DATED this 31 day of May, 2023.

EAGLE QUEST EAST LLC OF UTAH

By: 

Print Name: KURT OSTER

Title: MANAGER - member

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Utah) ss.

On the 31 day of May, 20223, personally appeared before me
Kurt Ostler, who being by me duly sworn, did say that (s)he is the
Manager - Member of **Eagle Quest East LLC of Utah**, a Utah limited liability
company and that the foregoing instrument was duly authorized by the company at a lawful
meeting held by authority of its operating agreement and signed in behalf of said company.

Neelof Mees
NOTARY PUBLIC



DATED this _____ day of _____, 2023.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

For: Fionnuala Kofoed, City Recorder



Approved to form:

Marcus Draper
 Marcus Draper, City Attorney

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
 :ss.
 COUNTY OF _____)

On the ____ day of _____, 202__, personally appeared before me
 _____, who being by me duly sworn, did say that (s)he is the
 _____ of **Eagle Quest East LLC of Utah**, a Utah limited liability
 company and that the foregoing instrument was duly authorized by the company at a lawful
 meeting held by authority of its operating agreement and signed in behalf of said company.

 NOTARY PUBLIC

DATED this ____ day of _____, 2023.

EAGLE MOUNTAIN CITY


 Tom Westmoreland, Mayor

ATTEST:


 For: Fionnuala Kofoed, City Recorder



Approved to form:


 Marcus Draper, City Attorney

Exhibit A – Legal Description

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH $89^{\circ}33'37''$ EAST 2655.69 FEET TO THE SOUTH EAST CORNER OF THE PARCEL KNOWN AS 59:006:0052 IN THE UTAH COUNTY RECORDER OFFICE AND MARKED WITH A REBAR AND CAP MARKED "KEB CORNER"; THENCE SOUTH $00^{\circ}11'37''$ WEST 2675.30 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH $89^{\circ}31'06''$ WEST 2661.18 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 6; THENCE NORTH $00^{\circ}18'41''$ EAST WEST 2673.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,109,456 SQ.FT. OR 163.211 ACRES MORE OR LESS.

TABULATIONS

TOTAL AREA OF OVERALL PROJECT	= 1000 ACRES
ROADWAY AREA	= 31.2%
ROW ZONE LOT AREA (50,000 S.F. LOT AVERAGE)	= 3,033 ACRES
R1 ZONE LOT AREA (10,000 S.F. LOT AVERAGE)	= 2.4%
R2 ZONE LOT AREA (14,527 S.F. LOT AVERAGE)	= 12.4%
R3 ZONE LOT AREA (10,000 S.F. LOT AVERAGE)	= 19.8%
R3 ZONE LOT AREA (8,000 S.F. LOT AVERAGE)	= 23.2%

RELIGIOUS MEETINGHOUSE LOCATION NOTE

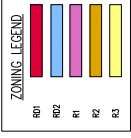
FUTURE CHURCH BUILDINGS TO BE LOCATED IN R2 OR R3 ZONE ONLY.

PARK TABULATIONS

17 LOTS 750 S.F. LOT	
129 LOTS 750 S.F. LOT	
19 LOTS 1,000 S.F. LOT	
19 LOTS 1,000 S.F. LOT	
TOTAL REQUIRED PARK AREA = 361,350 S.F. = 8.2665 ACRES	
TOTAL PROVIDED PARK AREA = 101,000 S.F.	
SOUTHWEST PARK RETENTION AREA (7,750 S.F.)	
SOUTHWEST PARK NET AREA = 102,962 S.F.	
CENTRAL PARK AREA = 205,036 S.F.	
TOTAL PROVIDED PARK AREA = 307,998 S.F. = 7.054 ACRES	

LOT NUMBER PER ZONE

R1 LOTS	= 17
R2 LOTS	= 129
R3 LOTS	= 191
TOTAL LOTS	= 407
AVERAGE LOT AREA FOR TOTAL PROJECT	= 11,105 S.F.

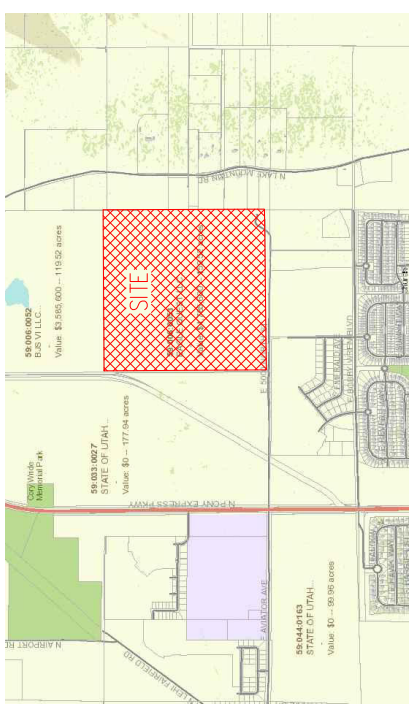
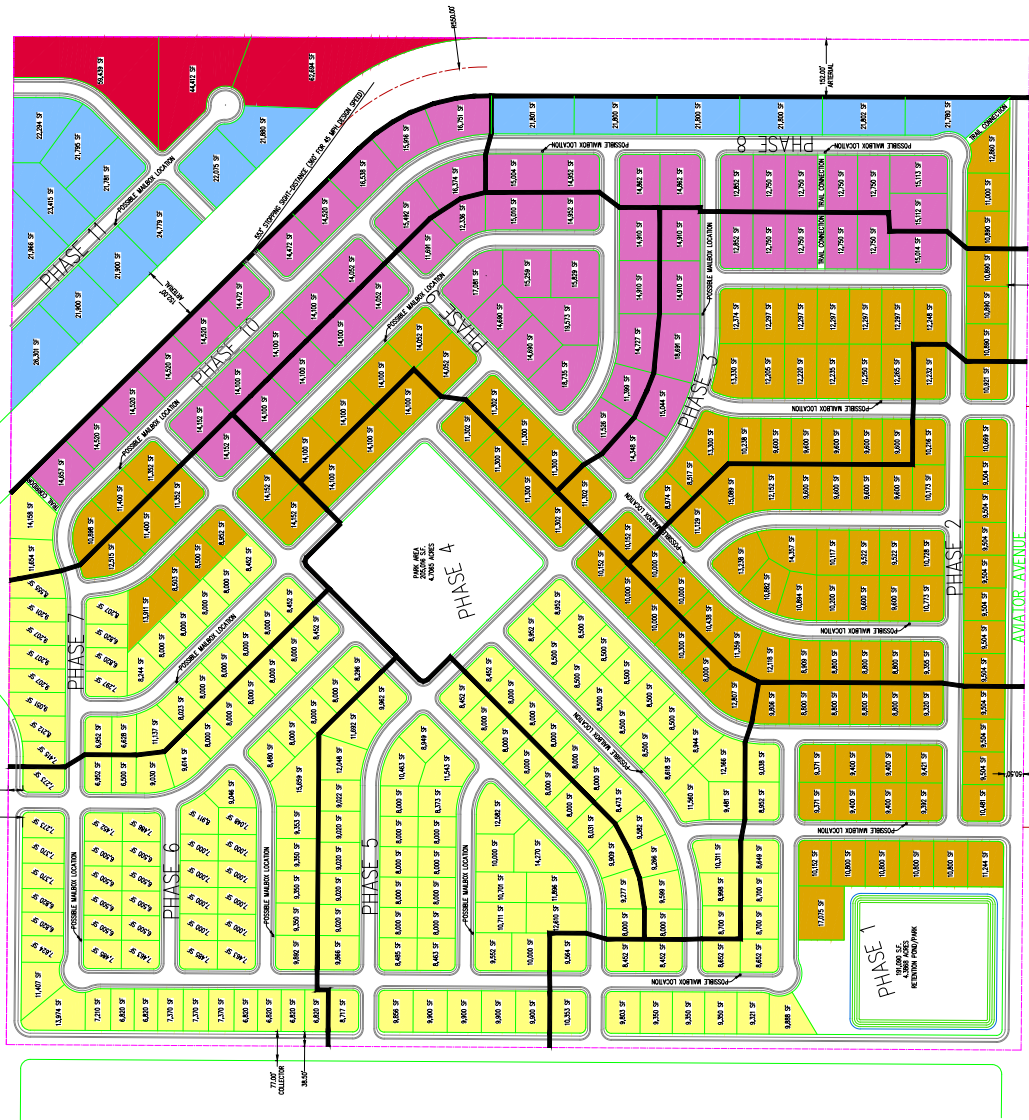
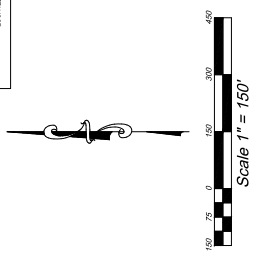


SETBACK NOTE

SETBACKS VARY BY LOT SIZE. THE SETBACK REQUIREMENTS ARE BASED ON THE PRELIMINARY AND FINAL LOT DESIGN PLANS.

FENCING NOTE

COLLECTOR/ARTERIAL ROAD FENCING IS REQUIRED ON ALL LOTS ADJACENT TO THE ROADWAY. ALL BARS AGAINST A COLLECTION OF ARTERIAL ROAD.



REVISIONS

Rev.	Date	Description
1	08/01/20	REVISED FOR PERMITS
2	08/01/20	REVISED FOR PERMITS
3	08/01/20	REVISED FOR PERMITS
4	08/01/20	REVISED FOR PERMITS
5	08/01/20	REVISED FOR PERMITS
6	08/01/20	REVISED FOR PERMITS
7	08/01/20	REVISED FOR PERMITS
8	08/01/20	REVISED FOR PERMITS
9	08/01/20	REVISED FOR PERMITS
10	08/01/20	REVISED FOR PERMITS

EAGLE QUEST

EAGLE MOUNTAIN

Scale: 1"=150'

UTAH

10/01/21

C1

EXCHANG ENGINEERING

David W. Freeman, P.E., License #21093

12 Westwood Avenue, Suite 200, Salt Lake City, UT 84103

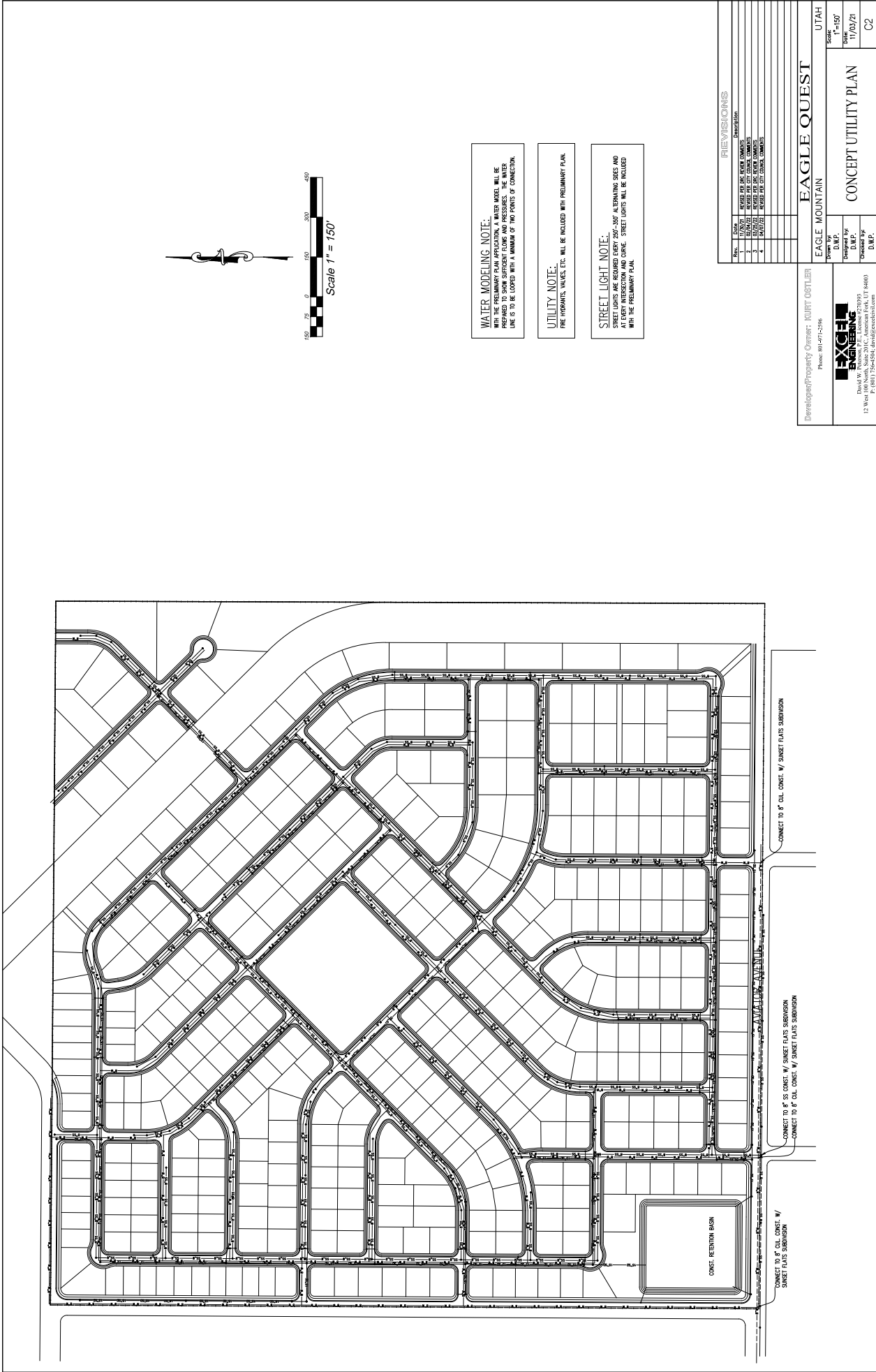
P: (801) 784-5454, dave@exchangengineering.com

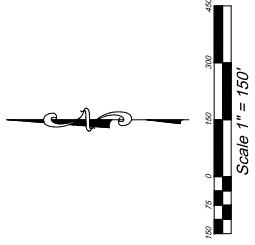
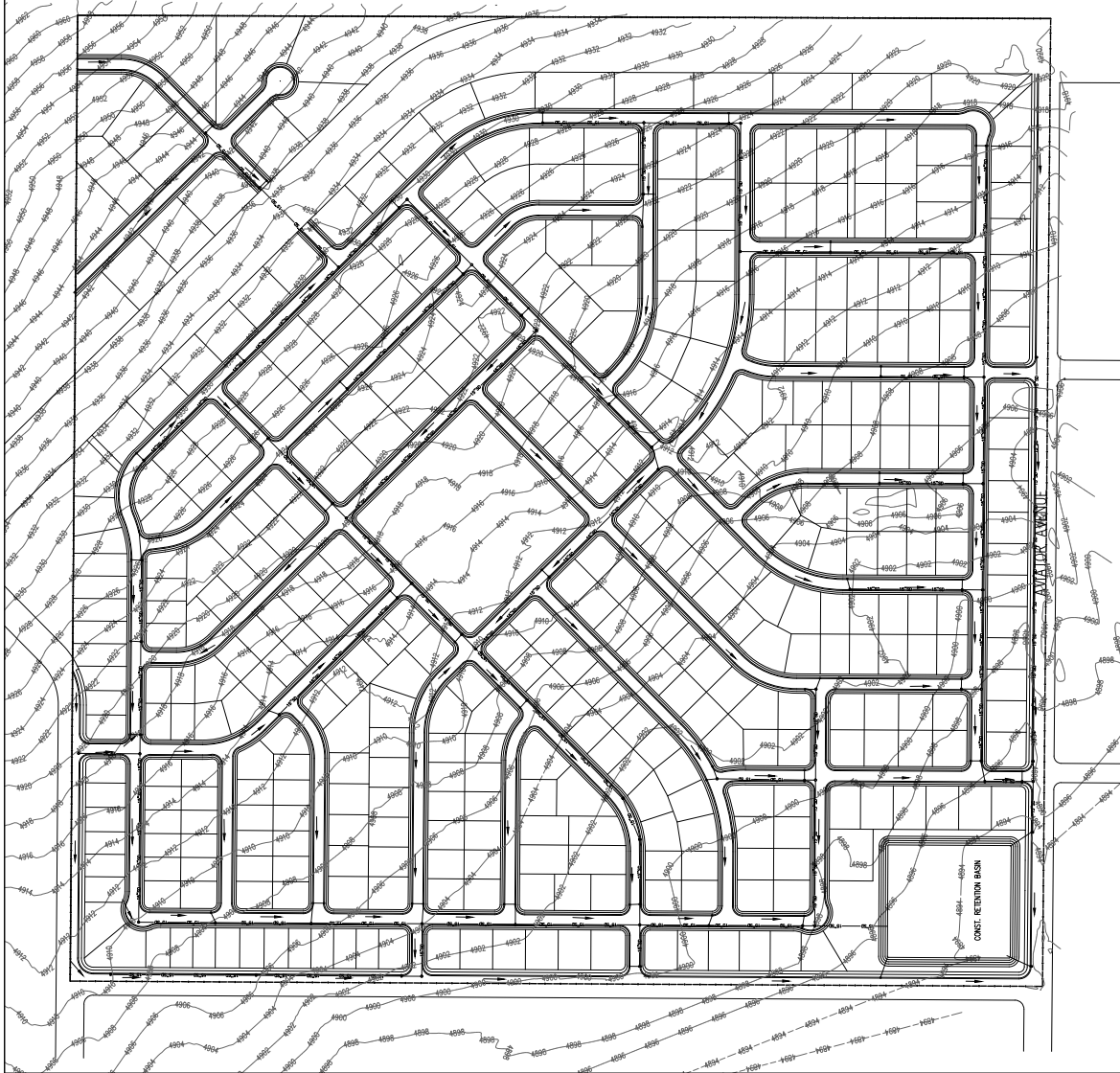
Developer/Property Owner: KURT OSTLER

Phone: 801-971-5296

Design by: D.W.F.

Checked by: D.W.F.





EROSION CONTROL NOTES:

1. EACH PHASE OF CONSTRUCTION WILL ADHERE TO THE FOLLOWING EROSION CONTROL
2. CONSTRUCT A Silt FENCE AROUND PERIMETER OF DOWNSTREAM PORTIONS OF EACH PHASE
3. INSTALL A CONSTRUCTION ENTRANCE FOR EACH PHASE
4. CONSTRUCT STORM DRAINAGE AND SLOPE PROTECTION AFTER INSTALLATION
5. CONSTRUCT STORM DRAINAGE AND SLOPE PROTECTION FOR EACH PHASE
6. CONTRACTOR IS TO REMOVE SLOPE PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE

REVISIONS	
No.	Description
1	REVISION FOR SLOPE PROTECTION
2	REVISION FOR SLOPE PROTECTION
3	REVISION FOR SLOPE PROTECTION
4	REVISION FOR SLOPE PROTECTION

Developer/Property Owner: KUNITZ OUTLET
Phone: 801-971-5296


David W. Robinson, P.E., License # 270393
12 West 900 South, Suite 200, Provo, UT 84603
P: 801-752-8544, dave@eaglequest.com

EAGLE MOUNTAIN
UTAH

Scale:
1"=150'

Date:
1/15/21

CONCEPT GRADING,
DRAINAGE & EROSION PLAN

C3



Rezone & Master Development Plan Eagle Quest East

On April 5th 2022 the Eagle Mountain City Council approved the **EAGLE QUEST EAST** rezone, and master development plan. with the following Conditions:

1. The two R2 lots located along the north edge of the property shall be zoned R3
2. A 20' wide midblock pedestrian connection, with 8' pedestrian path shall be provided through the R1 block located in the southeast corner of the project.
3. A community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
4. The Master Development Agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site.
5. The East Park shall be replaced with ½ acre RD2 lots
6. The 10 lots adjacent to the Central Park shall be replaced with open space and the bulk of the amenities from the East Park
7. 2 lots north of the Southwest park shall be replaced with open space and additional neighborhood focused/scaled amenities shall be added to this park
8. Approval is conditional on the approval of an MDA
9. Church Sites (if any) shall be located in the R2 or R3 zones.

The City may require specific performance of Developer's obligations and the City may withhold issuance of any further approvals or permits with the project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

EAGLE MOUNTAIN CITY



Recoverable Signature

X Tayler Jensen

Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 5/11/2022

Attachments:

- 1) Rezone Exhibit



PRELIMINARY PLAT NOTICE OF DECISION Eagle Quest East

On April 19th the Eagle Mountain City Council approved the **Eagle Quest East Preliminary Plat**. The project contains seventeen (401) Residential lots on approximately 163 acres located North of Sunset Flats, with no conditions.

NEXT STEPS

Developer may now proceed with the following steps:

1. Submit a complete final plat application to the Planning Department for the development for review by the City Development Review Committee (DRC).
2. Schedule pre-construction meeting.
3. Record Plat
4. Submit building permit application(s).

The City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with these conditions of approval.

In no event shall City be liable to developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

This Preliminary Plat will expire two (2) years after approval on April 19th, 2024 if a final plat has not been approved (or under review) by the City Development Review Committee (DRC). An extension of time must be requested in writing and received by the Planning Department prior to the expiration date if an extension is legitimately needed. **The City does not send reminder notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

EAGLE MOUNTAIN CITY



Recoverable Signature

X

Tayler Jensen

Tayler Jensen

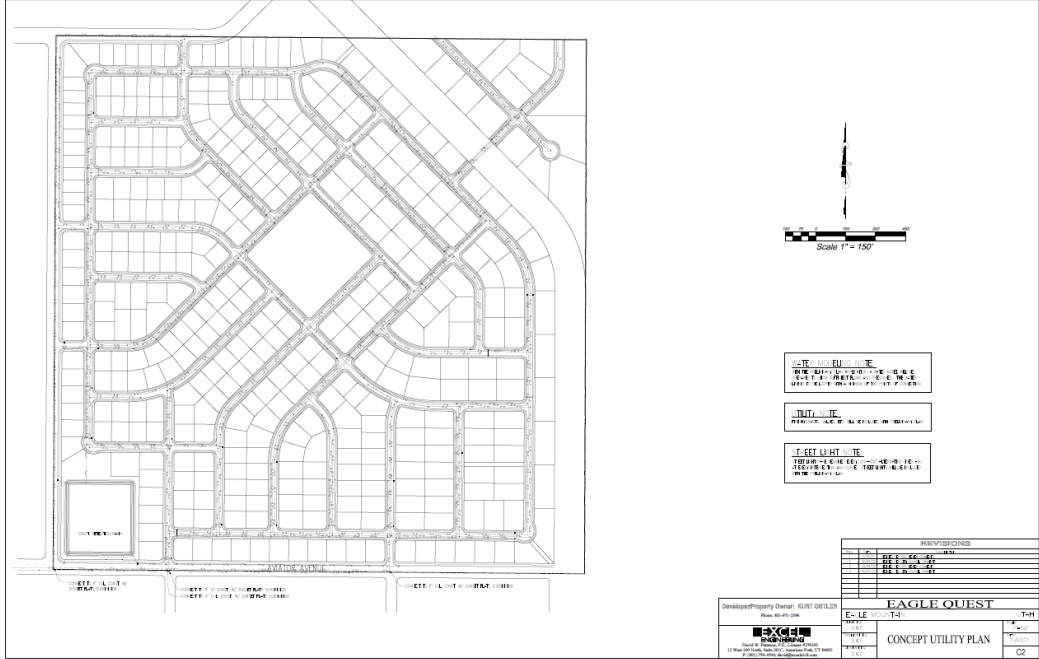
Senior Planner

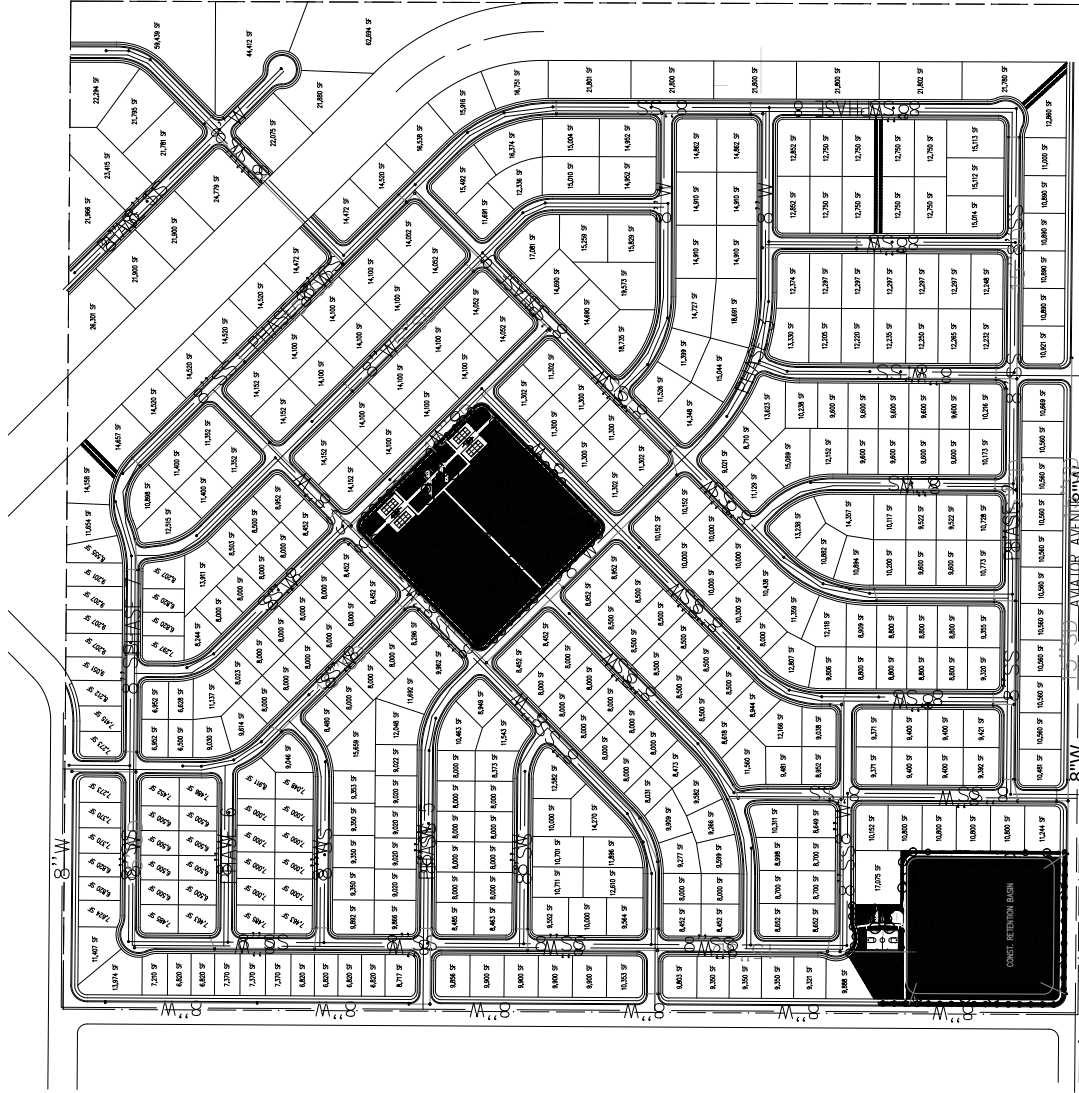
Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 05/11/2022

ATTACHMENTS

Exhibit A: Preliminary Plat





EAGLE QUEST
EAGLE MOUNTAIN, UTAH

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

EXCEL
ENGINEERING

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 776-4564


DESIGN GROUP
 3450 N. TRULUMP BLVD., SUITE 102
 LEHI, UTAH 84043 (801) 960-2686
www.pkjdesigngroup.com


LANDSCAPE PLAN OVERALL
PRELIMINARY PLANS NOT FOR CONSTRUCTION


JTA

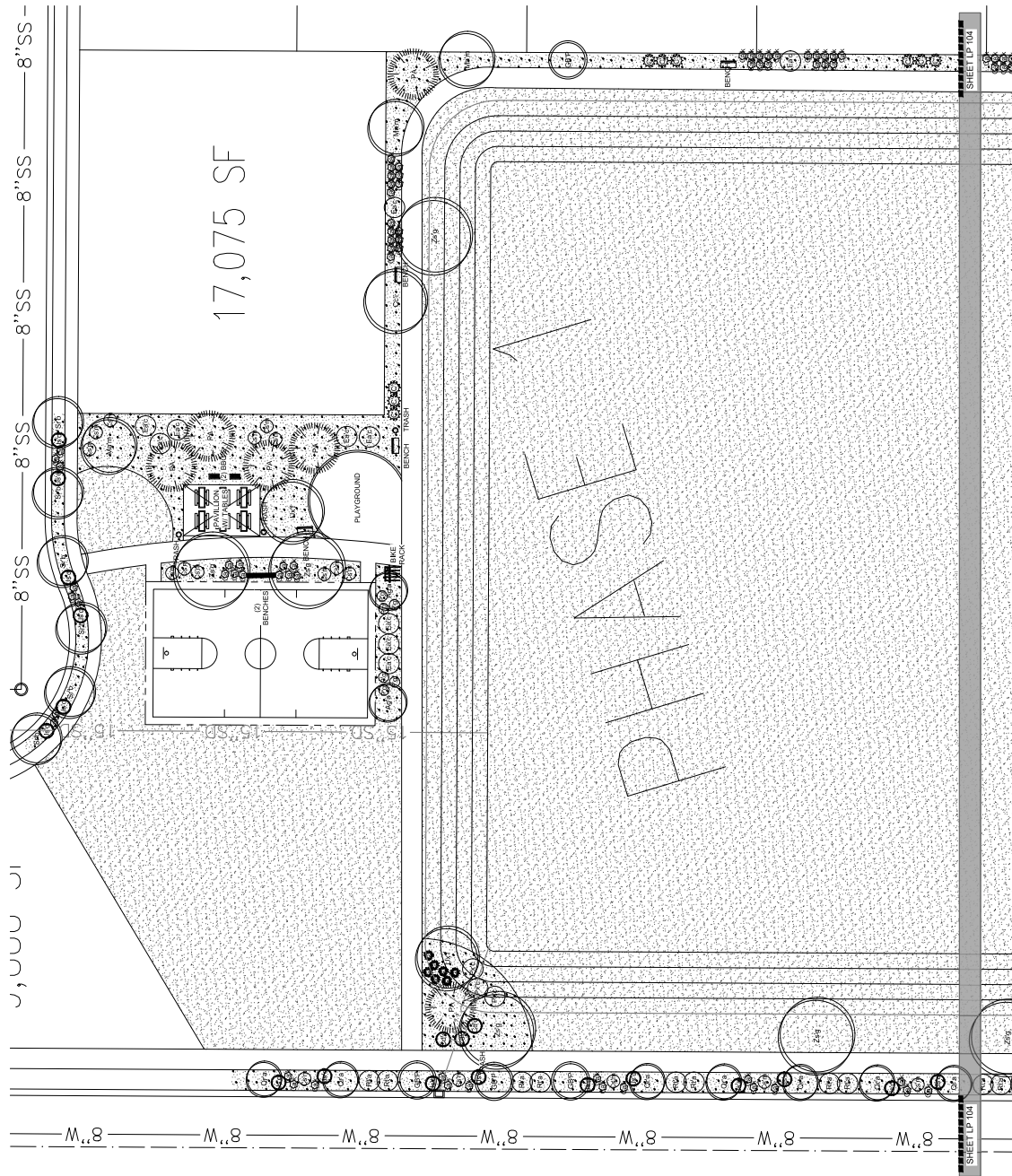
POINT:	ACP
PROJECT:	JMA
PORT DATE:	4/2/2022

PLANT LEGEND

REFLECTIONS THEMES	CODICE	QDV	IRRADIANCE COMMON NAME	COSNT	COL	
REFLECTIONS THEMES		AgA	6	Amante della Pace, Amore, Bellezza	B&B	77°Cd
		CG	14	Grande Amore, Bellezza, Amore	B&B	77°Cd
		GRPP	11	Grande Amore, Bellezza, Amore	B&B	77°Cd
		Mdm	4	Medusa, Amore, Bellezza	B&B	77°Cd
		Mdm	4	Medusa, Amore, Bellezza	B&B	77°Cd
		MDS	14	Mdusa, Bellezza, Amore	B&B	77°Cd
		QVA	31	Quanto amore alla Bellezza, Amore	B&B	77°Cd
		SAV	52	Strong Amore, Bellezza	B&B	77°Cd
		UVF	6	Unico, Bellezza, Amore	B&B	77°Cd
		ZAG	17	Zakaria, Amore, Bellezza	B&B	77°Cd
REFLECTIONS THEMES		AGV	30	Amore, Bellezza, Amore	GGV	LM
		GRP	30	Grande Amore, Bellezza, Amore	GGV	6 MIN.
		PA	12	Pace, Bellezza	GGV	6 MIN.
		QV	30	Quanto amore alla Bellezza, Amore	GGV	5 gal
		CGM	30	Grande Amore, Bellezza, Amore	GGV	5 gal
		EAG	15	Emotionale, Amore, Bellezza	GGV	5 gal
		PAG	15	Pace, Amore, Bellezza	GGV	5 gal
		PA	24	Pace, Bellezza	GGV	5 gal
		RA	26	Raccontare, Bellezza, Amore	GGV	5 gal
		QV	24	Quanto amore alla Bellezza, Amore	GGV	5 gal
REFLECTIONS THEMES		CGM	30	Grande Amore, Bellezza, Amore	GGV	5 gal
		JAG	86	Grande Amore, Bellezza, Amore	GGV	5 gal
		CGV	25	Grande Amore, Bellezza, Amore	GGV	1 gal
		MGAL	30	Medusa, Bellezza, Amore	GGV	2 gal
		AGV	30	Amore, Bellezza, Amore	GGV	5 gal
		CGV	25	Grande Amore, Bellezza, Amore	GGV	1 gal
		MGAL	30	Medusa, Bellezza, Amore	GGV	2 gal
		AGV	30	Amore, Bellezza, Amore	GGV	5 gal
		CGV	25	Grande Amore, Bellezza, Amore	GGV	1 gal
		MGAL	30	Medusa, Bellezza, Amore	GGV	2 gal

SITE MATERIALS LEGEND

[illegible]



PLANT LEGEND

[illegible]

INTERGREEN TREES

	ICS	36	Interpretation: "Spartan" Spartan/Junker
	PA	12	Plethora Necrosis/Spruce

DECIDUOUS SHRUBS

♂	C5m	39	<i>Gynis secalina</i> 'Moonlight' Moonlight Brood
♀	E4c	15	<i>Euxemys alana</i> 'Compassus' Compass Burning Bush

②

(P/c)	P/c	24	<i>Prunus × cistena</i> Purple Leaf Sand Cherry
(R/a)	R/a	26	<i>Rhus typhina</i> 'Aureum' Amber Autumn Amber Sumac

)

INTERGREEN, SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME
200	C4c	24	Cosmoses dammer Coral Beauty Coral Beauty Concentrate
480	J4d	86	Jaspenus sabro "Monsel" TM Moss-shrub juniper

CONCLUSIONS

 THE JOURNAL OF NEUROSCIENCE	DATE	VOLUME	PAGE	TITLE
	July 26, 2006	26	7711	Catalanopsis x scutellariae "Karl Foerster" Feather Reed Grass
			30	Miscanthus sinensis "Morning Light" Morning Light Maiden Grass

SITE MATERIALS LEGEND

THESE ARE THE FIRST TWO VOLUMES OF A THREE-PART SERIES ON THE HISTORY OF THE UNITED STATES AND THE WORLD. THE FIRST VOLUME, "THE UNITED STATES AND THE WORLD," IS A COMPREHENSIVE OVERVIEW OF THE COUNTRY'S HISTORY FROM PRE-COLONIAL TIMES TO THE PRESENT. IT COVERS THE PERIOD FROM 1492 TO 1789, INCLUDING THE FOUNDING OF THE NATION AND THE REVOLUTIONARY WAR. THE SECOND VOLUME, "THE UNITED STATES AND THE WORLD," FOCUSES ON THE PERIOD FROM 1789 TO 1865, INCLUDING THE EARLY REPUBLICAN ERA AND THE CIVIL WAR. THE THIRD VOLUME, "THE UNITED STATES AND THE WORLD," FOCUSES ON THE PERIOD FROM 1865 TO THE PRESENT, INCLUDING RECONSTRUCTION, THE Gilded Age, and the Modern Era.

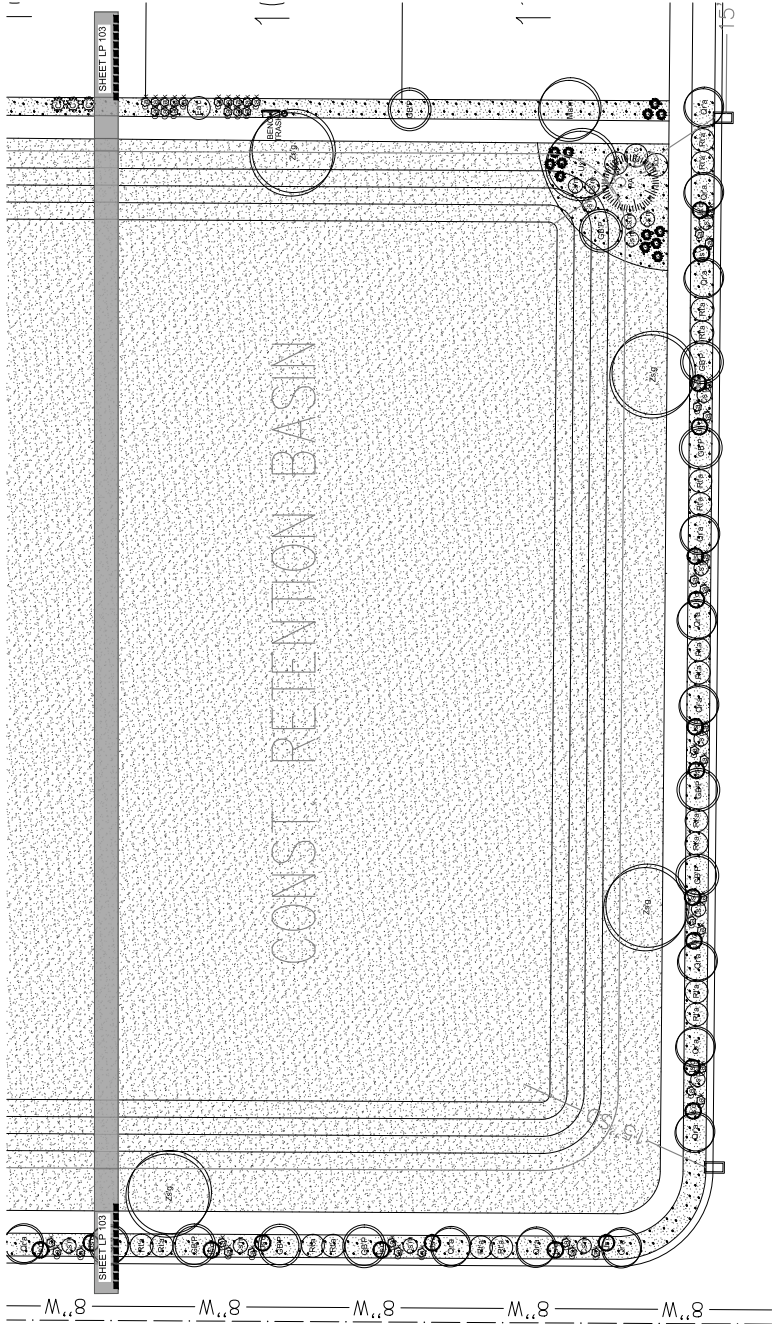
4/12/2022		UT21139		PROJECT NUMBER		PLANNING INFORMATION		PROJECT INFORMATION		LANDSCAPE ARCHITECT FIRM/CLIENT		DESIGN TEAM		DRAWING INFO	
NO.	REVISION	DATE	NO.	DATE											
1	1	NO/NOX													
2															
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PLANT LEGEND

REFERENCE	QTY	RECOMMENDATION	QTY	CALL
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SITE MATERIALS LEGEND

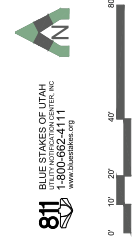
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EAGLE QUEST
EAGLE MOUNTAIN, UTAH

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801-971-2596
DAVIDW.PETERSON@EAGLEQUEST.COM



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LANDSCAPE ARCHITECT / FIRM

PKJ DESIGN GROUP

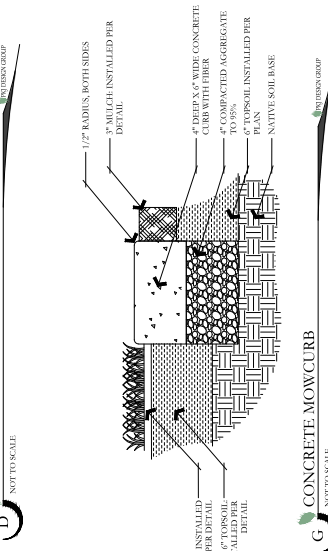
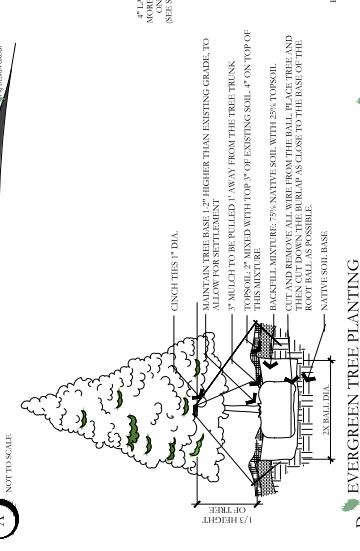
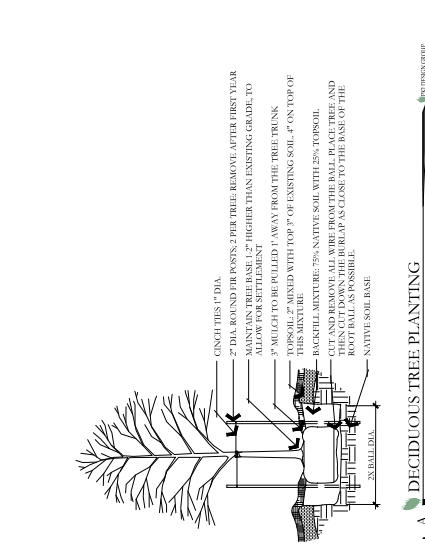
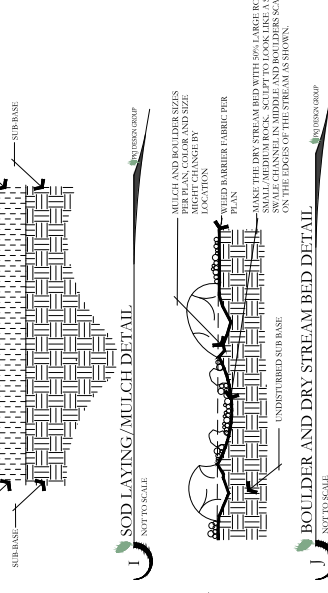
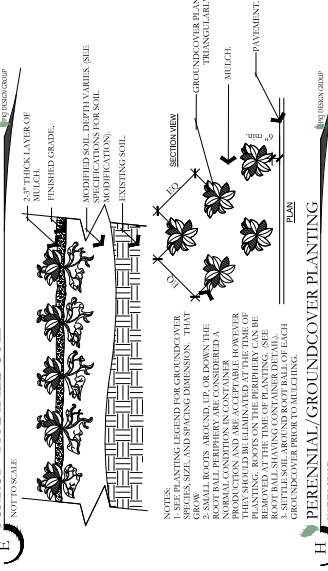
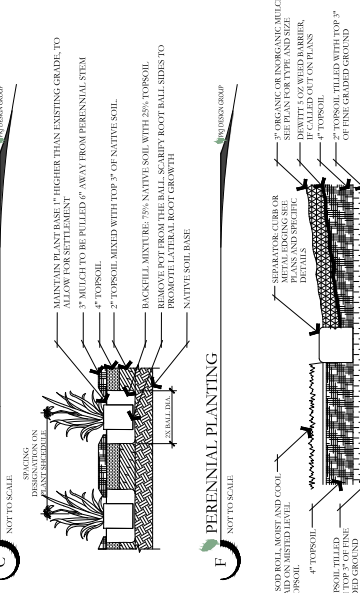
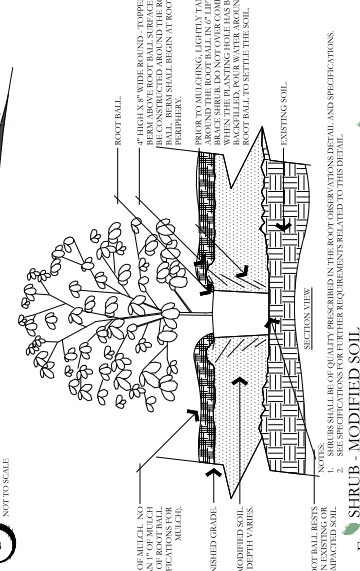
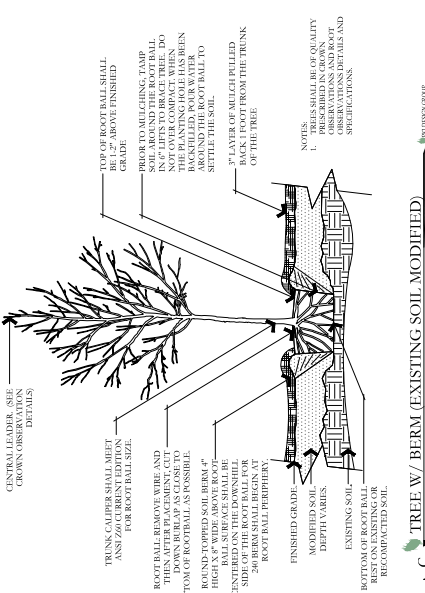
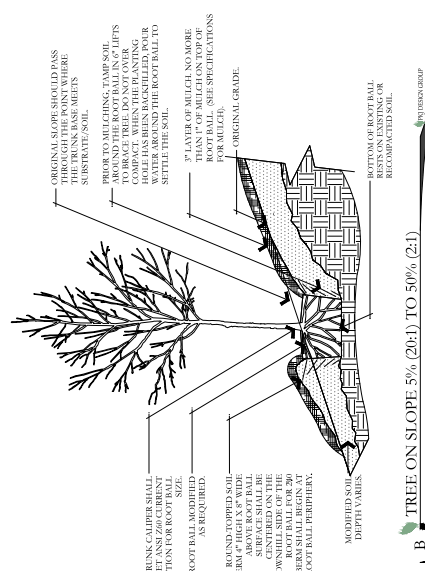
3450 N. TRIUMPH BLVD., SUITE 102
LEHI, UTAH 84043 (801) 960-2688
www.pkjdesigngroup.com

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

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BLUE STAKES OF UTAH

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1-800-682-4111

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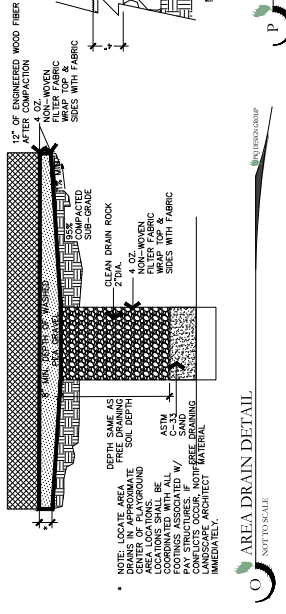
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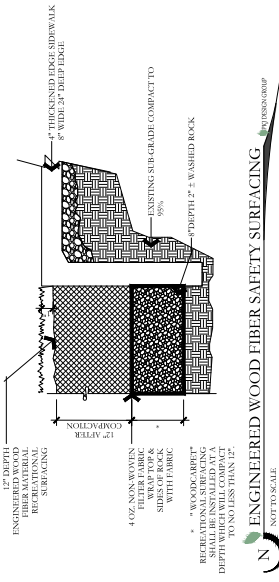
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PRELIMINARY PLANS NOT FOR CONSTRUCTION

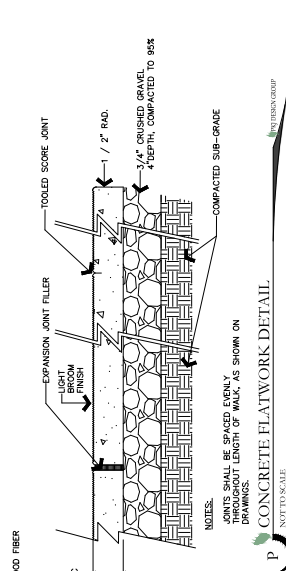
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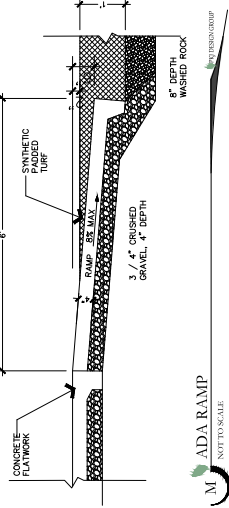
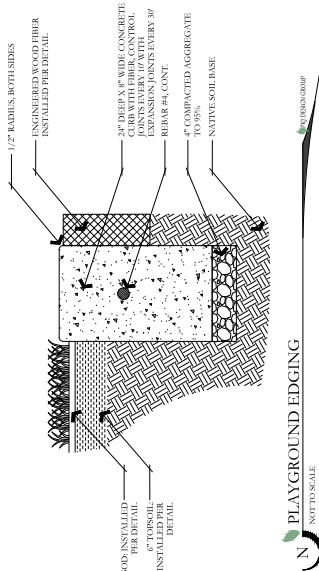
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- JOINTS SHALL BE SPACED EVENLY AT 8' TO 12' LENGTH OF WALK, AS SHOWN ON DRAWINGS.



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BLUE STAKES OF UTAH
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EAGLE QUEST EAGLE MOUNTAIN, UTAH



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LANDSCAPE ARCHITECT
KURT OSTLER
JTA
ACP
JMA
4/12/2022

LANDSCAPE DETAILS
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-502



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event
ITEM TYPE:	Agreement
FISCAL IMPACT:	N/A - other than the use of City contracted services
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 that the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event.

BACKGROUND:

Eagle Mountain City began what is now ShopFest™ Utah several years ago. The event has been focused on providing opportunity for local small businesses new growth opportunities and to establish Eagle Mountain City as a premier city for starting a business. Over the past several years, the event has grown substantially, now hosting over 300 small businesses, a Hot Air Balloon Festival, live music, several food trucks, participation from the Farmers Market, a children market, and more. Third-party data sources shows that last year, attendance was approximately 10,000 for the 1-day event.

About 3 years ago, The Valley Crossroads Chamber of Commerce (FKA Eagle Mountain Chamber of Commerce) was asked to manage the event due to its size and complexity. Since that time, the Chamber has managed the ShopFest Utah event with cooperation from City staff. That cooperation has been guided only by precedent as up to this point, no agreement had been established between the City and Chamber for this event.

This agreement establishes expectations and commitments as it relates to the partnership between Eagle Mountain City and the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event, with the understanding there are mutual benefits to seeing this event continue its mission within Eagle Mountain.

ITEMS FOR CONSIDERATION:

Most of the provisions of this agreement are based on historical practice or observed need. However,

there are some provisions that were included to resolve questions or issues that have come up in the past that did not have clear resolution. These include:

- Enshrining that the entire Cory Wride Park is reserved for the event for the entirety of the day, reducing guesswork for City Recreation staff about whether they should allow for any recreation/sporting events.
- Confirms that the event would be considered a Community Event per 17.80.120(k), removing the need to submit for temporary sign permits and so forth, but still requires abiding by our sign code standards. The language is very close to what was approved with the Farmers Market.
- Provides at no cost to the Chamber limited electrical service, spare garbage bags, use of the mobile stage, and additional parks maintenance work prior to the event.
- Allows the Chamber to charge for use of electricity sufficient to cover costs they incur.
- Proposes that the City take leadership in coordinating UCSO and UFA assistance for the event, but any charges from these entities would be passed along to the Chamber in an effort to create some consistency between these sorts of events. Only UCSO has charged for their assistance in previous years.
- City would provide a parks employee to be on site for the duration of the event, and the economic development director would also be available both the day prior to the event and the day of the event.
- The agreement is for 3-year terms, with a 1-year notice of termination (except in cases of material breach of agreement). 1-year notice is so that an agreement is not terminated in the middle of planning for the event.

The agreement has been reviewed by City Parks & Streets staff, in addition to the City Attorney.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. R- -2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
AN AGREEMENT WITH THE VALLEY CROSSROADS CHAMBER OF COMMERCE
FOR THE SHOPFEST™ UTAH EVENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event, 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 agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event 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 18th 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 18th 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

SHOPFEST UTAH AGREEMENT

This Agreement for the ShopFest Utah event (this “Agreement”) is entered into the date first executed below between The Valley Crossroads Chamber of Commerce, a Utah nonprofit corporation with its principal place of business located at 3688 E Campus Dr #101, Eagle Mountain, UT 84005 (the “Chamber”) and EAGLE MOUNTAIN CITY, a municipal corporation with its principal place of business located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005 (“City”). City and the Chamber may be individually referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

1. The City boasts a substantial number of home-based businesses, and over time, some of these have blossomed into thriving enterprises. However, given the unique challenges posed by the City’s distance from major transportation corridors like the I-15, the Parties recognize the need to enhance our support for small businesses.
2. The Parties desire to support and facilitate the growth of these local small businesses. The Chamber is agreeable to operate ShopFest Utah in Cory Wride Memorial Park to provide a forum for these local small businesses to showcase the goods and services that they provide.
3. The City has determined that providing a forum for ShopFest Utah and additional support to make the event successful will promote the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of the inhabitants of the City.
4. The Parties desire to enter into this Agreement to define the terms and conditions of the Chamber operating ShopFest Utah.

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 Event.** The Chamber agrees to manage and operate the ShopFest Utah event (the “Event”) in Cory Wride Memorial Park (the “Park”) on a date coordinated with the City, one day of each year (the “Services”). The City shall designate an area of the Park that is suitable for the Event and shall provide the use of the Park (including the parking lots, restrooms, and facilities) to the Chamber free of charge. The City agrees to not schedule other events or recreational activities on the agreed date, nor allow third-party actors to reserve spaces at Cory Wride Memorial park and adjacent sports fields on

the date. The City agrees to reserve the large pavilion and the festival field for use of the Chamber during the day of the event and the day prior to the event to accommodate for event preparation activities.

2. **Marketing.** The Chamber shall be responsible for all advertising and marketing of the Market. The Chamber agrees that City may, in City's sole discretion, assist the Chamber in marketing the Event, and the Chamber hereby grants to City an irrevocable license to utilize any and all marketing material of the Chamber related to the Event. The Chamber shall be exempt from the temporary sign application requirements of EMCC 17.80 through designation of ShopFest Utah as a Community Event per 17.80.120(k) of the EMCC. The Chamber 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) for up to six weeks prior to the event, or at other times as approved by the City Economic Development Director. Locations must be approved by the City Economic Development Director or designee.
3. **Equipment and Facilities.** For purposes of operating the Event, the Chamber shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to operating the Event.
 - a. Exceptions:
 - i. Electrical service. The Chamber may request access to electricity from on-premises facilities in addition to available electrical equipment used to provide closer access to electricity for vendor use during the Event operating hours. The Chamber or vendors participating in the Event must provide their own extension cords to connect to City electrical equipment.
 - ii. Garbage bags. The City shall make available to the Chamber replacement garbage bags to be used in the event park waste receptacles become full.
 - iii. Mobile Stage. The City shall make available and setup the mobile stage at Cory Wride Park at an agreed upon location for use of the Event. The mobile stage does not include audio/visual equipment or backup power equipment. The City agrees to setup the stage no less than two (2) days prior to the event, and take down the stage no sooner than one day following the event.
 - iv. Park Maintenance. The City agrees to provide added grounds maintenance to Cory Wride Park no less than seven (7) days prior to the event. Grounds maintenance includes cutting the grass, checking for dangerous ruts or holes in the turf fields, mowing City open space areas that are to be used

during the event, and ensuring the irrigation systems at the park have been scheduled to not run at any time the day of the event and the day prior.

- b. **Fees.** The Chamber shall not charge fees to vendors for use of garbage bags but may charge for access to electricity sufficient to cover costs related to providing the service.
4. **Personnel.** For purposes of planning and operating the event, the Chamber will primarily provide all personnel required. The City agrees to have a parks maintenance employee on site for the duration of the event. The City agrees to have the Economic Development Director or designee on site during the event and during preparation activities the day prior to the event.
5. **Access to Contracted Services.** Eagle Mountain City agrees to coordinate law enforcement and fire/paramedic services for the Event. Adequate law enforcement and fire/paramedic services shall be on-site throughout the duration of the event to deter crime, aid in finding lost individuals, provide first-aid services as needed, and assist with maintaining and overall safe and secure environment. Costs incurred from these services shall be paid by the Chamber.
6. **Alcohol and Drug-free Workplace.** All personnel during such time that they are engaged in work related to the ShopFest Utah event on City property 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 or her 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).
7. **Public Information.** The Chamber understands and agrees that this Agreement and related documents, will be public records as provided in Utah Code Ann. § 63G-2-103.
8. **Indemnity.** The Chamber 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 the Chamber managing and operating the ShopFest Utah event.
9. **Liability.** The Chamber 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 the Chamber, 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.

10. **Term.** This Agreement shall be effective as of the date hereof and shall terminate on March 18, 2028; provided, however, upon the written consent of the parties hereto and the subject to the right to terminate as provided herein, this Agreement may be renewed for successive three-year (3-year) terms. However, City or Chamber may terminate this Agreement upon 1-year written notice if, in the opinion of the City or Chamber the consideration provided by the Parties is not of equal value.
11. **Assignment and Delegation.** The Chamber will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.
12. **Employment Status.**
 - a. **Official Status.** The Chamber shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Chamber 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 the Chamber. 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.
13. **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.
14. **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.

15. **Termination.** In addition to the provisions in Section 10, City may terminate this Agreement if City, in City's sole discretion, determines that the Chamber has materially breached any provision of the Agreement, and the Chamber fails to cure such breach within seven (7) days written notice to the Chamber of such breach. This agreement is terminated automatically if the event is relocated outside of Eagle Mountain City limits.
16. **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.
17. **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, The Chamber shall continue to perform the Services during any such litigation and City shall continue to make payments and render services and support to The Chamber in accordance with the terms of this Agreement.
18. **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.
19. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.
20. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
21. **Conflicts of Interest.** The Chamber 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.
22. **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.
23. **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.

24. **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

VALLEY CROSSROADS CHAMBER OF COMMERCE

Melissa Clark, CEO

STATE OF UTAH)

 :ss

COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me MELISSA CLARK duly sworn, did say that she is the Chief Executive Officer of **VALLEY CROSSROADS CHAMBER OF COMMERCE**, a Utah nonprofit corporation and that the foregoing instrument was duly authorized by the corporation in accordance with its bylaws and signed in behalf of said corporation.

NOTARY PUBLIC

Budget Work Meeting Personnel & Operations

March 11, 2025



Key Topics

- Compensation Plan
- Market Adjustments
- Benefits
- Retirement
- Personnel Requests
- Sheriff Contract
- One-Time Expense Requests



Eagle Mountain City 2025 Compensation Study



Public Policy Compliant

The Equal Pay Provisions of the Fair Labor Standards Act (***Equal Pay Act of 1963*** (Pub. L. 88-38) (EPA), as amended, volume 29 of the United States Code, at section 206(d)) sets forth the legal framework for pay differentiation between jobs and reinforces the Classification Act of 1949.

Classification Act of 1949 Title I, Section 101.

Sec. 101. It is the purpose of this Act to provide a plan for classification of positions and for rates of basic compensation whereby---

(1) In determining the rate of basic compensation which an officer or employee shall receive,

A. The principle of equal pay for substantially equal work shall be followed, and

B. Variations in rates of basic compensation paid to different officers and employees shall be in proportion to substantial differences in the difficulty, responsibility and the qualification requirements of the work performed.....

To proportion requires quantification



Internal Equity Instrument Customized

Factor I- Job Knowledge 40%		 Eagle Mountain							
		A	B	C	D	E	F	G	H
FORMAL EDUCATION & TRAINING KNOWLEDGE, SKILLS & ABILITIES		Minimal Formal Education.	Graduation From High School Or GED.	High School, GED & up to 1 Year Of Job Related Training or Education.	2 Years Of Job Related Training, or Associate Degree.	4 Years of job related training, Or Bachelor's Degree.	4 yr. degree plus 1 Year Of Graduate Work.	2 Years Of Graduate Work, Masters Degree Or Equivalent.	Extensive Graduate Work Beyond Masters.
1. Unskilled. Ability to follow simple oral instructions. Reading and performing simple mathematical computations may be required. May need a basic understanding of the use of common office equipment or basic hand and power tools.		0.59 0.62 0.65	0.68 0.72 0.75	0.78 0.82 0.87			Additional points are awarded for required experience as a percentage of the points awarded for Job Knowledge: Up to one (1) year of experience.....5% Two (2) years of experience.....10% Three (3) years of experience.....15% Four (4) years of experience.....20% Five (5) years of experience.....25% Six (6) years of experience.....30% Seven (7) years of experience.....35% Eight (8) years of experience.....40% Over eight (8) years of experience...45%		
2. Semi-skilled. Proficiency in the use of simple equipment. Knowledge of general office procedures, practice or operations. Proficient in math, reading and keyboard operations.		0.77 0.81 0.85	0.89 0.93 0.98	1.02 1.07 1.12	1.17 1.23 1.29				
3. Requires working level knowledge, skills, and abilities related to a broad range of either complex clerical or technical functions or apprentice level knowledge of a single function area or work specialization.		1.00 1.05 1.11	1.15 1.21 1.27	1.33 1.39 1.46	1.53 1.60 1.68	1.75 1.84 1.93			
4. Requires para-professional or full performance level of knowledge, skills, and abilities primarily related to a well defined discipline or vocational specialization. Journey level proficiency.		1.30 1.37 1.44	1.50 1.57 1.65	1.72 1.81 1.90	1.98 2.08 2.19	1.84 2.39 2.51			
5. Entry level professional KSA's utilizing techniques which require understanding of involved practices, principles and/or theory or mastery of a well defined discipline or vocational specialization.			1.95 2.05 2.15	2.24 2.35 2.47	2.58 2.71 2.84	2.96 3.11 3.27	3.41 3.58 3.76	3.92 4.12 4.32	4.51 4.73 4.97
6. Requires experienced professional level knowledge, skills, and abilities. High proficiency demonstrated through independent application of principles or theory. Creative work.				2.91 3.06 3.21	3.35 3.52 3.69	3.85 4.05 4.25	4.43 4.65 4.89	5.10 5.35 5.62	5.86 6.15 6.46
7. Highly developed, seasoned professional. Managerial KSA's, Mastery of involved practices, precedents, theory, principles.					4.36 4.57	5.01 5.26 5.52	5.76 6.05 6.35	6.63 6.96 7.30	7.62 8.00
This factor measures the nature and extent of information or facts which the worker must understand to do acceptable work (e.g., steps, procedures, practices, rules, policies, theories, principles, concepts and precedents) and the nature and extent of skills/abilities necessary to apply the acquired knowledge. It also includes the amount of training required by the job prior to entry. Special requirements, certifications or licenses. Award additional points as a percentage of the points awarded above for knowledge & training for the following: I. Commercial drivers, applicator, operator licenses or specialized clerical certification...5%. II. Technical license or certification...10% III. Para-Professional license or designation...15% IV. Professional license or designation...20%. Annual or periodic recertification, testing or mandatory training requirements...award an additional 5%. Multiple Certifications/Credentials: For positions requiring certifications or credentials in multiple areas of specialization award an additional 10%.									



Factor III- Difficulty of Work 15%		 Eagle Mountain					
JUDGMENT & DECISIONS REQUIRED COMPLEXITY & VARIETY OF WORK		A	B	C	D	E	F
		Little or no judgment or decisionmaking. Decisions limited to routine steps in performing well defined tasks or in determining the speed at which to perform.	Decisions are few and directly related to a well defined process. Requires some judgment in selecting variations in sequence of steps, operations or procedures.	Decisions are frequent but related to a well defined process. Judgment is required to select most suitable procedure from more than one process alternative.	Decisions are varied and based upon practice or policy. Employee required to make interpretative judgments when necessary to deviate from standard methods. Determines use of resources.	Decisions are varied based upon broad principles and guidelines. Judgment required to determine program direction and options for policy implementation.	Makes technical and complex decisions based upon research. Judgments must be made without existing guidelines. Creates policy affecting the entire organization.
1. The work consists of a few tasks or functions that are clear cut and directly related. Action to be taken or responses to be made are readily available. There is little variation in the work.		0.38 0.40 0.42	0.50 0.52 0.55				
2. The work consists of duties involving more than one sequence of steps. Variations in the work stem from differences in the source of information, kinds of transactions, entries or other factual situations.		0.44 0.46 0.49	0.57 0.60 0.63	0.74 0.78 0.82			
3. The work consists of various duties involving different processes and methods. Choices to be considered differ with the subject, phase, or issues involving each assignment.		0.51 0.53 0.56	0.66 0.69 0.73	0.86 0.90 0.94	1.11 1.17 1.23		
4. Aspects of the work involve conditions and elements that must be identified and analyzed to discern interrelationships and deviations from standards in a specialty field or discipline. Tasks require development of goals and objectives based upon existing interpretation of established policies, rules and guidelines.			0.76 0.79 0.83	0.98 1.03 1.08	1.28 1.34 1.41	1.66 1.74 1.83	2.16 2.27 2.38
5. The work consists of independent assignments with varying duties which comprise a primary level of responsibility. Factors to be considered involve the assessment of unusual circumstances, variations in approach, incomplete or conflicting data, and incompatible results. The work requires the development and implementation of program options.			0.87 0.91 0.96	1.13 1.19 1.25	1.47 1.54 1.62	1.91 2.01 2.11	2.48 2.61 2.74
6. The work consists of a variety of duties involving a broad range of activities or depth of analysis to develop and implement organization-wide goals and policies.					1.69 1.78 1.86	2.20 2.31 2.42	2.86 3.00
Award additional points for stress as a percentage of points awarded for difficulty of work: This sub-factor attempts to recognize the degree of mental or emotional fatigue or stress inherent to the job and sustained through concentration, work pressures or critical incidents (CIS syndrome). Consider the cycle, duration, and intensity sustained. Consider the need to deal with the public over controversial issues, the responsibility for problem resolution and the need to meet time deadlines. SOME- 5% MODERATE- 10% CONSIDERABLE- 15% MULTI-FUNCTION -20% CRITICAL INCIDENT-25%							



Factor IV- Work Environment 10%



Eagle Mountain

	A	B	C	D
PHYSICAL EFFORT WORKING CONDITIONS	Effort is minimal and is exerted only for short, intermittent periods. Effort involves light lifting of tools, objects, and working materials. May involve light pushing, pulling, reaching, bending. Requires normal hearing and visual acuity. Normally performs in seated position. Occasional standing for short durations.	Effort is exerted occasionally for short periods of time. Strain periodic but not prolonged. Moderate lifting, pushing, pulling, bending. More than normal visual and hearing acuity for precision work. Normally performs in abnormal sitting or standing positions. Moderate Manual dexterity required.	Effort is exerted regularly for sustained periods of time. Strain may be for frequent or moderate duration. Moderately heavy lifting, pushing, pulling. Considerable crouching, stooping or lying in prone position. Some strain on sight and hearing. Performs in abnormal positions. High Manual dexterity required.	Effort is prolonged and frequent. Strain may be extended in duration. Effort involves heavy lifting (30 lbs), pushing, pulling with excessive crouching, stooping or lying in prone position. Could involve intense strain on sight and hearing. High manual dexterity be required.
1. No observable hazards or threat to health or safety. Adequate working conditions with at least minimum environmental conditions to assure the comfort of most workers.	0.57 0.60 0.63	0.66 0.69 0.72	0.75 0.79 0.83	0.87 0.91 0.96
2. Minimum hazardous working conditions. Minor threat to health and/or safety. Generally adequate working conditions with minimum environmental conditions to assure comfort. Traveling in an automobile may be a regular part of the job.	0.74 0.78 0.82	0.85 0.89 0.94	0.98 1.03 1.08	1.13 1.18 1.24
3. Occasional exposure to hazardous work conditions (noise, fumes, heights, slippery, vibrations, moving parts, disease etc.). Moderate exposure to dust, grease, temperature changes, noise, inadequate lighting, inclement weather, etc. Periodic conditions which involve chance of injury.	0.96 1.01 1.06	1.11 1.16 1.22	1.27 1.34 1.40	1.47 1.54 1.62
4. Daily exposure to hazardous work conditions. Prolonged and frequent exposure to dust, grease, extreme temperature, or severe outdoor weather conditions. Recurring conditions which involve chance of injury.	1.25 1.32 1.38	1.44 1.51 1.59	1.66 1.74 1.83	1.90 2.00
Hazard Uncertainty: For positions having tasks that place employees in historically life threatening situations (i.e., Fire, Police) add 100% to the base points awarded above for work environment. For positions which require the operation of maintenance or service equipment on city/county roadways, add 50% . For positions requiring regular and frequent travel, whether local or regional, primarily by automobile, add 25% .				
Hazard Uncertainty				
I- For positions having tasks that place employees in historically uncertain and emergency life threatening situations (i.e., Fire, Police) add 100% to the base points awarded above for work environment.				
II- For positions having tasks that place employees in historically dangerous situations with chance of severe injury or fatality due to performance errors (i.e., Power) add 75% to the base points awarded above for work environment.				
III- For positions which require the operation of maintenance or service equipment on city/county roadways, add 50%.				
IV- For positions exposing worker to known environmental hazards or threats, but are mitigated through common practice or				
V- For positions requiring regular and frequent travel, whether local or regional, primarily by automobile, add 10%.				



Individual Job Valuations

Eagle Mountain Job Evaluation		By Department															
New Department	Job Title	Factor I					Factor II				Factor IV		Factor III		Total Points	Current Pay	Equity Adjustment
		Job Knowledge	Years Experience	Certs, Licenses	Annual Recert	Multiple Certs	Responsibility	Supervision	Budget	Public Contact	Difficulty of Work	Stress	Work Environ	Hazard			
Administration 2023	City Administrator	7.30	3.29	1.46	0.37	0.00	7.00	2.10	1.05	2.10	3.00	0.75	0.00	0.06	29.11	\$154,500	0.00
Administration 2023	Deputy City Administrator													0.06	26.81	\$138,000	0.00
Administration 2023	Assistant City Administrator														23.82	\$120,000	0.00
Engineering 2023	City Engineer														23.41	\$126,500	0.00
Administration 2023	City Attorney														22.53	\$130,000	0.00
Public Works	Public Works Director													0.25	22.53	\$120,000	0.00
Public Utilities 2023	Public Utilities Manager	5.01	2.00	0.50	0.25	0.50	5.38	1.62	0.54	1.35	2.11	0.32	0.00	0.29	21.03	\$108,000	0.00

Individual Job Values Determine Market Based Pay Rates & Ranges



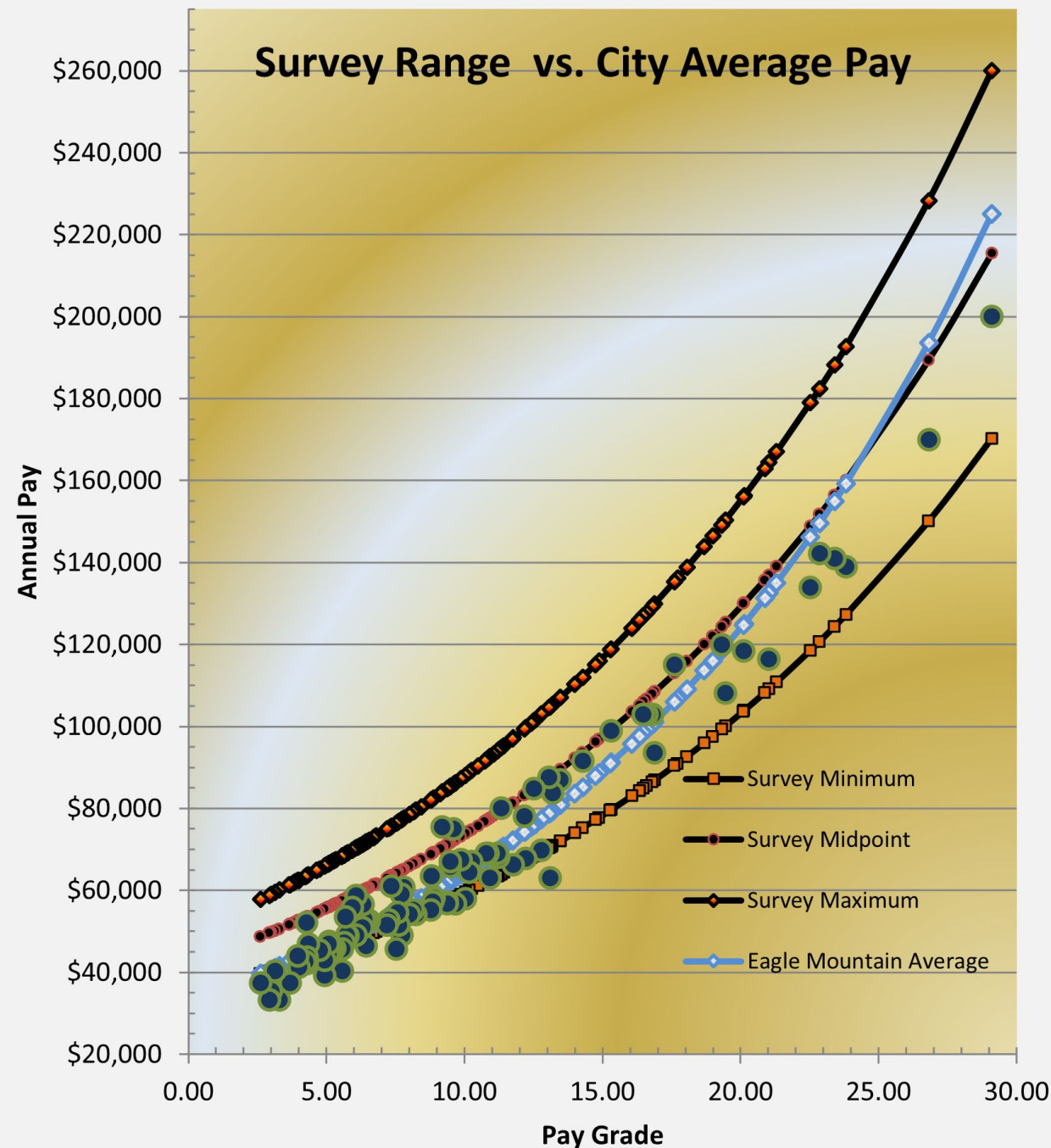
Market Analysis



Market Data – Survey Group

American Fork	Kaysville	South Davis Sewer District
Bluffdale	Layton	South Jordan
Bountiful	Lehi	South Salt Lake
Box Elder County	Logan	South Valley Water Reclamation
Cache County	Midvale	Spanish Fork
Cedar City	Mt.Olympus Improvement District	Springville
Cedar Hills	Murray	State of Utah
Central Davis County Sewer	Ogden	Taylorsville
Central Weber Sewer	Orem	Taylorsville-Bennion Special District
Cottonwood Improvement District	Pleasant Grove	Timpanogos Special District
Davis County	Provo	Tooele
Draper	Provo River Water Users Association	Tooele County
Farmington	Salt Lake City	Uintah Highland Improvement District
Herriman	Salt Lake County	Utah County
Highland	Sandy	Vineyard
Holladay	Santaquin	Washington City
Iron County	Saratoga Springs	West Jordan
Ivins	Snyderville Basin Water Reclamation	West Valley





The expectation prior to analysis is that most city jobs will be found to be paid within the market range. Here we see numerous anomalies with several near or below the market minimum.



Going Forward

- 1 Articulate potential pay progression methods based upon learning curve, merit/performance (individual & work team recognition) and longevity
- 2 Continue organizational culture to expect and deliver excellence, through an ongoing performance management & evaluation process
- 3 Prepare least cost implementation strategy and timeline for compensation adjustments (e.g. FY 2025/2026 Budget Process, targeted range adjustments)
- 4 Look at alternative methods that bigger cities are managing their pay structure with including but not limited to pay step method.



Lastly – Key Considerations

- 1 *“The Need To Pay” influenced by recruitment and retention experience.*
- 2 *“The Ability To Pay” influenced by current and projected resources.*
- 3 *“The Willingness To Pay” influenced by an objective to establish or maintain a desired employer stature.*



Market Adjustments

Last FY we had a 3% baseline adjustment and focused on those that were less than 85% of midpoint.

- Target Goal – Midpoint within 3-5 years
- 2.9% Market-driven adjustment
- Up to 3% Merit adjustment based on employee evaluation & performance.
- Target hire 85-90% of midpoint
- New hires eligible for up to 2.9% increase after successful completion of probation



Employee Benefits



Medical



Medical Benefits

Medical Benefits	Plan Name	Monthly Premium	Combined Monthly Premium	Annual Premium	% Change
MotivHealth	MotivNetwork HSA - 2500/5000	\$34,117.08	\$106,452.63	\$1,277,431.56	Current (2024 – 2025)
	Wasatch Network HSA - 2500/5000	\$72,335.55			
Renewal	MotivNetwork HSA - 2500/5000	\$37,958.27	\$118,093.74	\$1,417,124.88	10.94%
	Wasatch Network HSA - 2500/5000	\$80,135.47			
Renewal - w/ Reduced Commission	MotivNetwork HSA - 2500/5000	\$36,733.96	\$114,285.00	\$1,371,420.00	7.36%
	Wasatch Network HSA - 2500/5000	\$77,551.04			
Renewal - Revised (w/ Reduced Commission)	MotivNetwork HSA - 2500/5000	\$35,905.11	\$111,741.94	\$1,340,903.28	4.97%
	Wasatch Network HSA - 2500/5000	\$75,836.83			

Premium Increase of 4.97% this FY



Renewal history with MotivHealth

<u>Carrier</u>	<u>Year</u>	<u>Renewal Rate (compared to current)</u>
Motiv	2018	First Year (no Motiv Renewal)
Motiv	2019	4.9%
Motiv	2020	8.2%
Motiv	2021	2.4%
Motiv	2022	4.8%
Motiv	2023	-5.1%
Motiv	2024	-2.9%
Motiv	2025	5%



Dental



Dental Benefits

Dental Benefits	Plan Name	Monthly Premium	Annual Premium
Equitable	PPO Dental - 2000/1500	\$9,979.50	\$119,754.00
	PPO Dental - 2000/1500	\$11,975.23	\$143,702.76
Sun Life	PPO Dental - 2000/1500	\$10,578.59	\$126,943.08
PEHP	Premium Dental - 2000/15000	\$10,646.60	\$127,759.20
MetLife	Group Dental - 2000/1500	\$10,777.71	\$129,332.48
Lincoln Financial	Group Dental - 2000/1500	\$13,430.06	\$161,160.72

Sun Life:
2 Year rate guarantee so no
rate increase this FY



Vision



Vision Benefits

Vision Benefits	Plan Name	Monthly Premium	Annual Premium	% Change
Equitable	VSP Choice - 200/200	\$1,748.18	\$20,978.16	Current
	VSP Choice - 200/200	\$2,097.73	\$25,172.76	20.00%
Sun Life	VSP Choice - 200/200	\$1,748.18	\$20,978.16	0.00%
MetLife	VSP Choice - 200/200	\$1,992.84	\$23,914.12	14.00%
Lincoln Financial	VisionConnect - 130/125	\$1,472.23	\$17,666.76	-15.78%

Sun Life:
2 Year rate guarantee
Premium Difference \$0.00



Life & Accidental Death and Dismemberment



Basic Life and AD&D

Basic Life and AD&D	Benefit Amount	Monthly Premium	Annual Premium
Equitable	\$50,000	\$675.01	\$8,100.06
	\$50,000	\$864.76	\$10,377.06
Lincoln Financial	\$50,000	\$810.99	\$9,731.82
Sun Life	\$50,000	\$864.76	\$10,377.06

Sun Life:
3 Year rate guarantee



Disability Insurance



Long Term Disability

Long Term Disability	Benefit %	Maximum Monthly Benefit	Monthly Premium	Annual Premium
Equitable	66.67%	\$7,000	\$2,439.09	\$29,269.10
	66.67%	\$7,000	\$3,415.90	\$40,990.77
Sun Life	66.67%	\$8,000*	\$2,660.74	\$31,928.90
Lincoln Financial	66.67%	\$7,000	\$3,415.90	\$40,990.77

Sun Life:
3 Year rate guarantee



Retirement



- Employer Contribution
 - Tier 1 – 1% Decrease
 - Tier 2 DC Plan – 1% Decrease
 - Tier 2 Hybrid Plan – 1% Decrease
- Employee Contribution
 - Tier 2 Hybrid Plan – 0.81%
(S.B. 20 URS amendment did not pass)



Personnel Requests



General Fund

Department/Division	Position	Type	Notes
Finance	Project Accountant	Full-Time	25% GF & 75% Enterprise Fund
Building	Building Officials	Full-Time	Building Fees
Finance	Budget Manager	Full-Time	Cost Allocation
Public Services	Administrative Assistant	Full-Time	Cost Allocation
Forestry/Parks	Arborist Technician I	Full-Time	RAP Dependent
Operations/Facilities	Custodian	PT to FT	Cost Allocation
Sheriff's Office	School Resource Officer	Full-Time	
Sheriff's Office	Deputy	Full-Time	
Community Development	Community Development Director	Full-Time	Building Fees
Planning	Current Planning Manager	Full-Time	
Planning	Planner I or II	Full-Time	
Communications	Digital Communications Specialist	PT to FT	

Department/Division	Position	Type	Notes
Recorder	Recorder/Passport Technician	Full-Time	Passport Fees
Building	Commercial Plans Examiner	Full-Time	Building Fees
Engineering	Compliance Officer	Full-Time	Stormwater Fees
Finance	Purchasing Specialist/Assistant	Full-Time	Cost Allocation
Forestry/Parks	Arborist Technician I	Full-Time	RAP Dependent
Library	Library Clerk II-Programming	PT to FT	
Open Space	Open Space Work Lead	Full-Time	RAP Dependent
Open Space	Open Space Seasonals (4)	Seasonal	RAP Dependent
Parks	Parks Work Lead	Full-Time	RAP Dependent
Parks	Parks Technician I	Full-Time	RAP Dependent
Recreation	Sports Field/Program Support	Full-Time	RAP Dependent
Streets	Streets Operator I	Full-Time	TUF Dependent
Sheriff's Office	Deputy	Full-Time	
Sheriff's Office	Animal Control Officer	Full-Time	



Special Revenue Fund

Department/Division	Position	Type	Notes
Housing	Housing Coordinator	Full-Time	RDA Funded



Enterprise Fund

Department/Division	Position	Type	Notes
Wastewater	Wastewater Supervisor	Full-Time	Rate Increase
Wastewater	Collection Lead	Full-Time	Rate Increase
Water	Water Distribution Lead	Full-Time	Rate Increase
Water	Lead Meter Technician	Full-Time	Rate Increase
Water	Water Operator I	Full-Time	Rate Increase





Sheriff's Department

31 Sworn Officers 2.5 Civilian

2 patrol officers FY 2025 not hired yet

4% of base cost \$271,640

Base cost budget increase \$672,638

FY 2026 Est contract \$7,062,635

7% for Overtime \$494,384

New hire requests 4@\$198,372

Total budget \$8,350,507

- Deputy
- Deputy
- School Resource Officer
- Animal Control Officer

Total: \$793,488



Rate Scenarios



Water Rate Scenario**

FY 2025 Water Rate Study

	2026	2027	2028	2029	2030
Base Rate	\$26.50	\$26.50	\$27.50	\$28.50	\$29.50
Consumption Rate	12%	12%	10%	10%	10%
Tier 1 Rate	\$1.55	\$1.73	\$1.90	\$2.09	\$2.30

FY 2026 Baseline Budget Request

	2026	2027	2028	2029	2030
Base Rate	\$27.00	\$28.00	\$29.00	\$31.00	\$32.00
Consumption Rate	12%	12%	10%	10%	10%

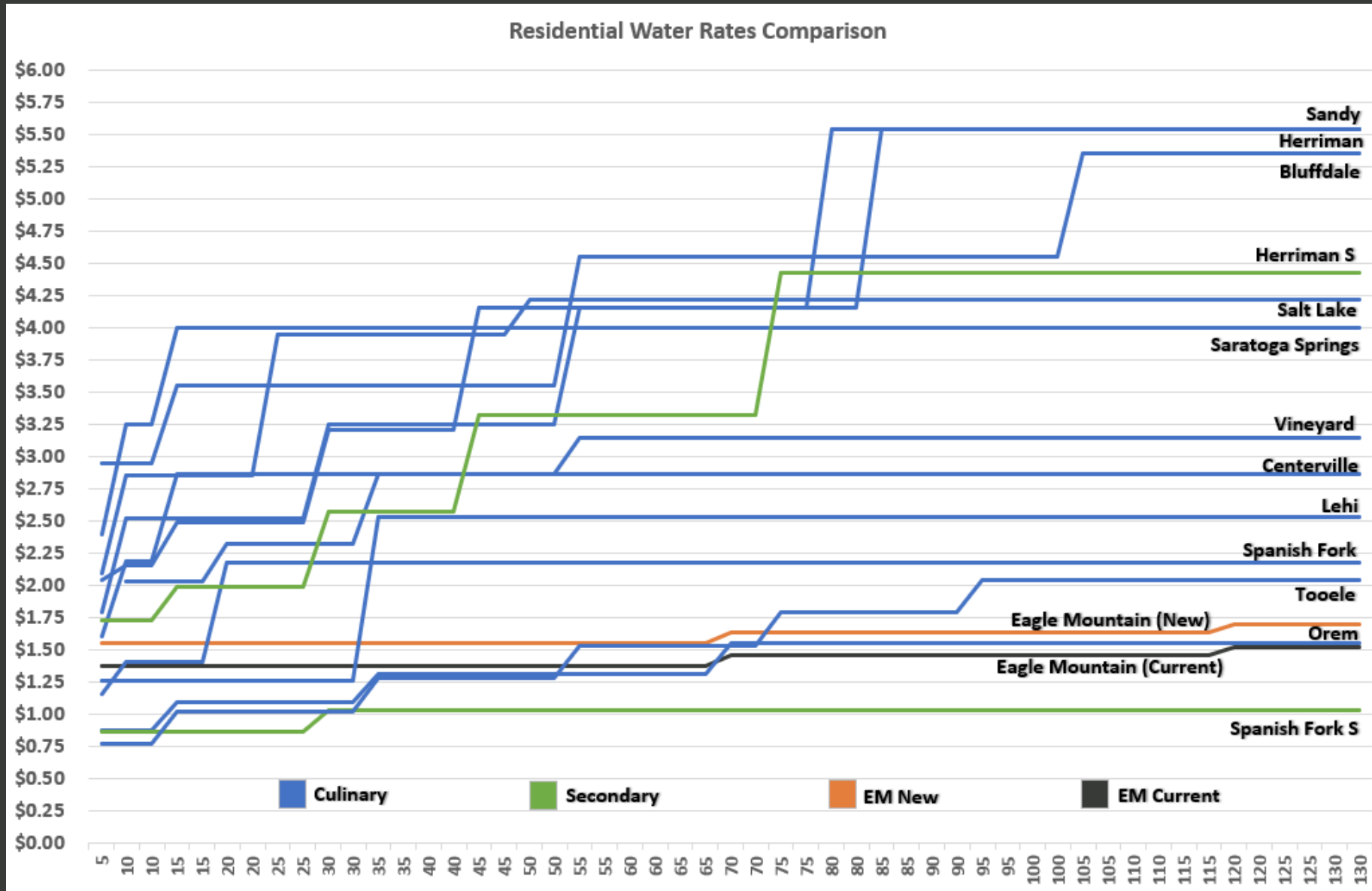
FY 2026 Baseline + 2 Personnel Request

	2026	2027	2028	2029	2030
Base Rate	\$28.00	\$30.00	\$32.00	\$34.00	\$34.00
Consumption Rate	12%	12%	10%	10%	10%

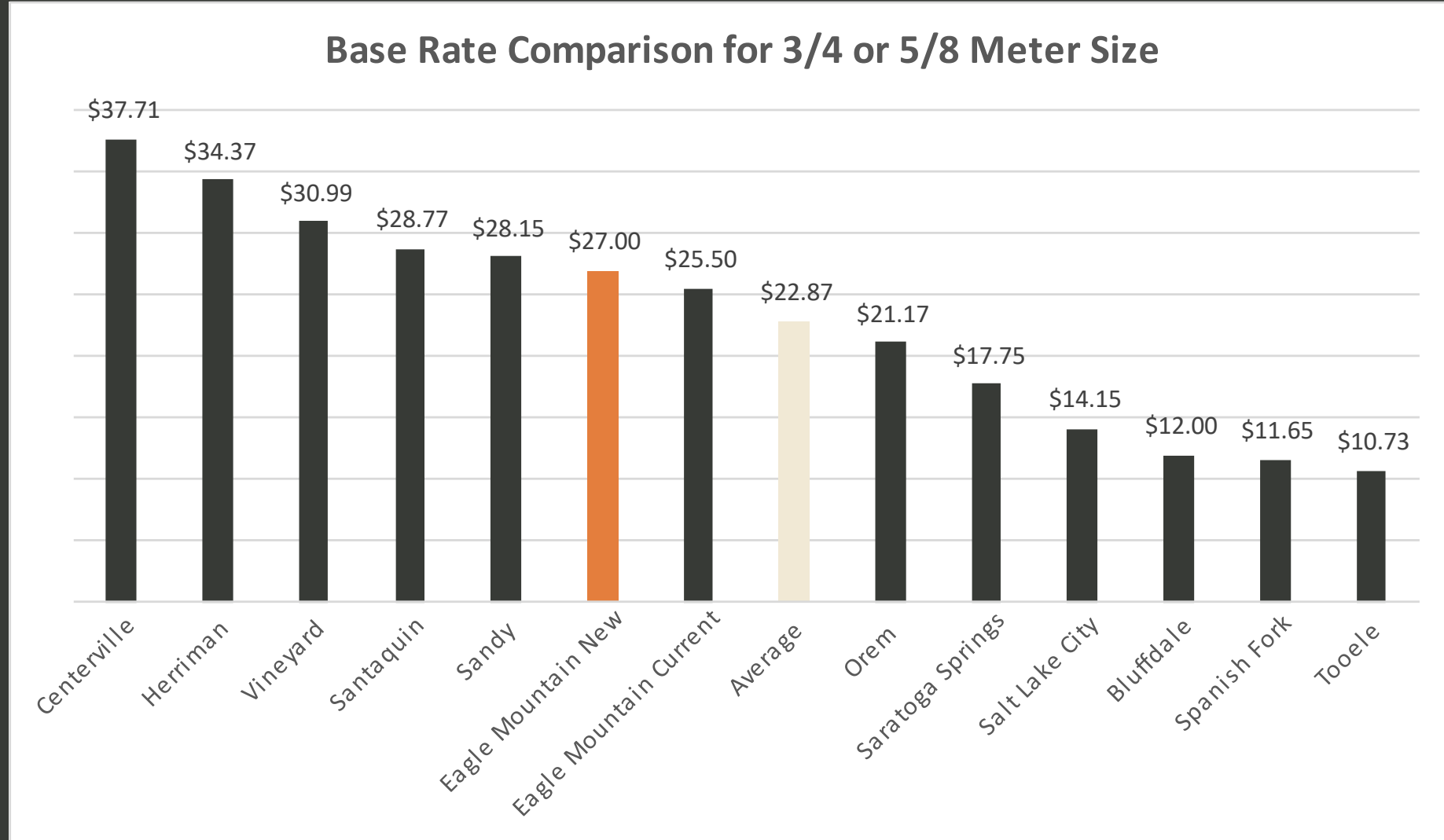
** These are preliminary estimates. Other factors can affect this analysis like water consumption, number of meter connections, and water fund balance.



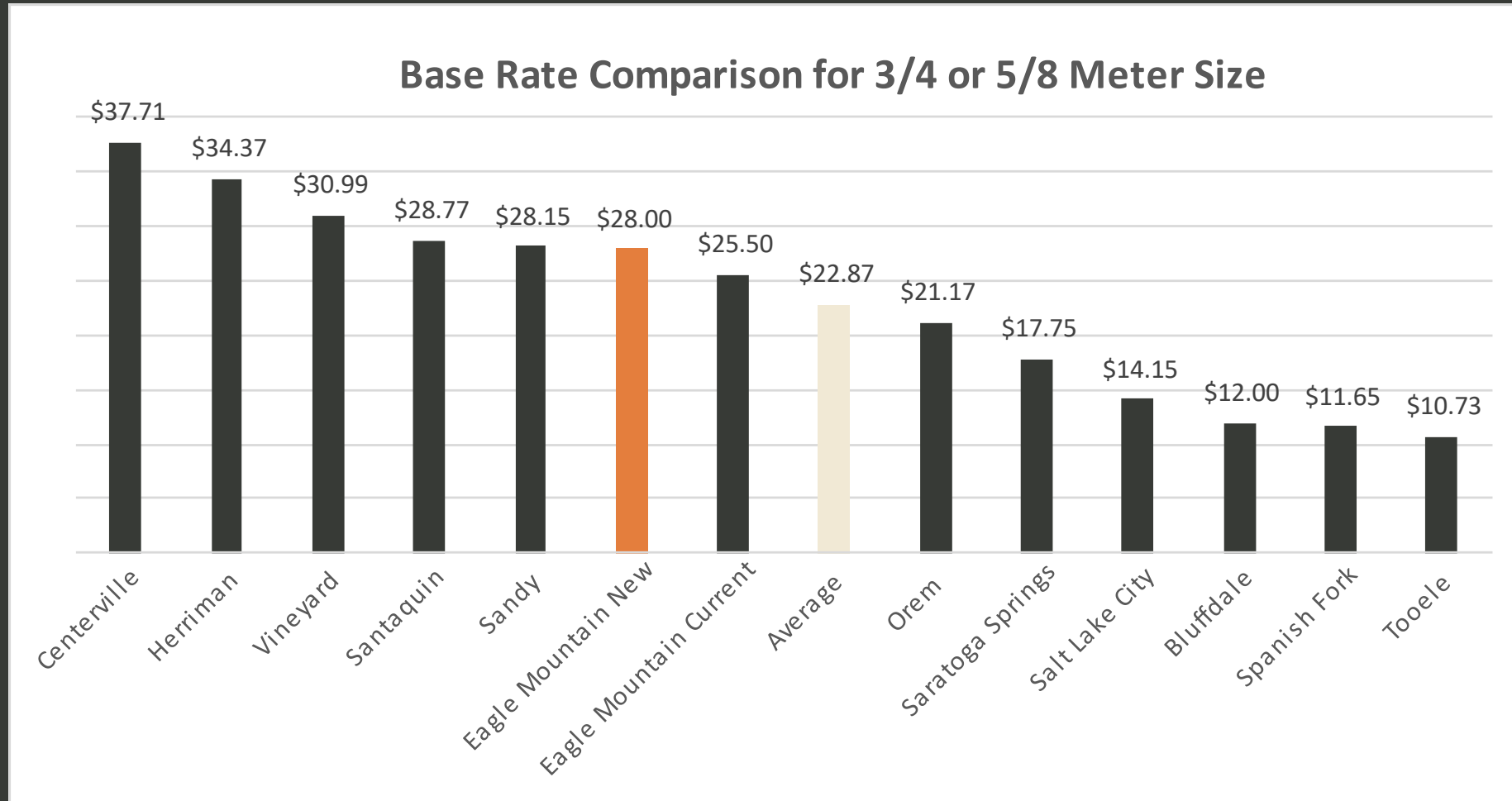
Consumption Rate Comparison



Baseline Budget



Baseline Budget + Personnel Request



Sewer Rate Scenario**

FY 2025 Sewer Rate Study

	2026	2027	2028	2029	2030
Base Rate	\$35.59	\$36.48	\$37.39	\$38.32	\$39.28
Consumption Rate	\$4.63	\$4.74	\$4.86	\$4.98	\$5.11

FY 2026 Baseline Budget Request

	2026	2027	2028	2029	2030
Base Rate	\$38.35	\$39.31	\$40.29	\$41.30	\$42.33
Consumption Rate	\$5.04	\$5.17	\$5.29	\$5.43	\$5.56

FY 2026 Baseline + 2 Personnel Request

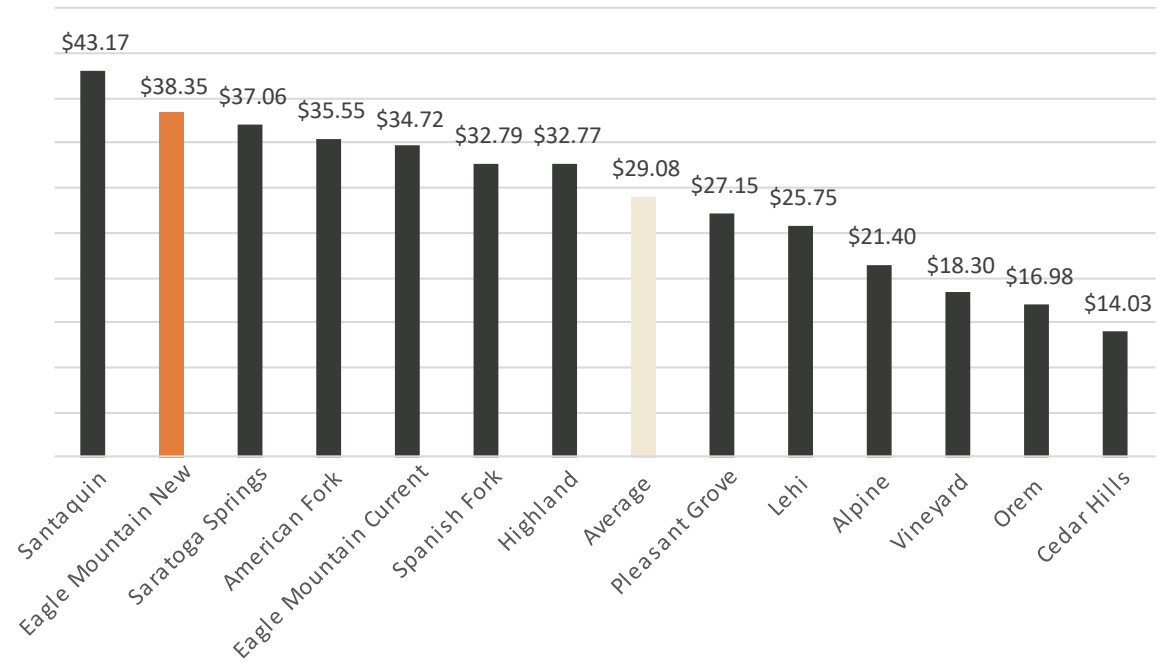
	2026	2027	2028	2029	2030
Base Rate	\$39.22	\$40.20	\$41.20	\$42.23	\$43.29
Consumption Rate	\$5.15	\$5.28	\$5.41	\$5.54	\$5.68

** These are preliminary estimates. Other factors can affect this analysis like winter average usage, number of meter connections, and sewer fund balance.

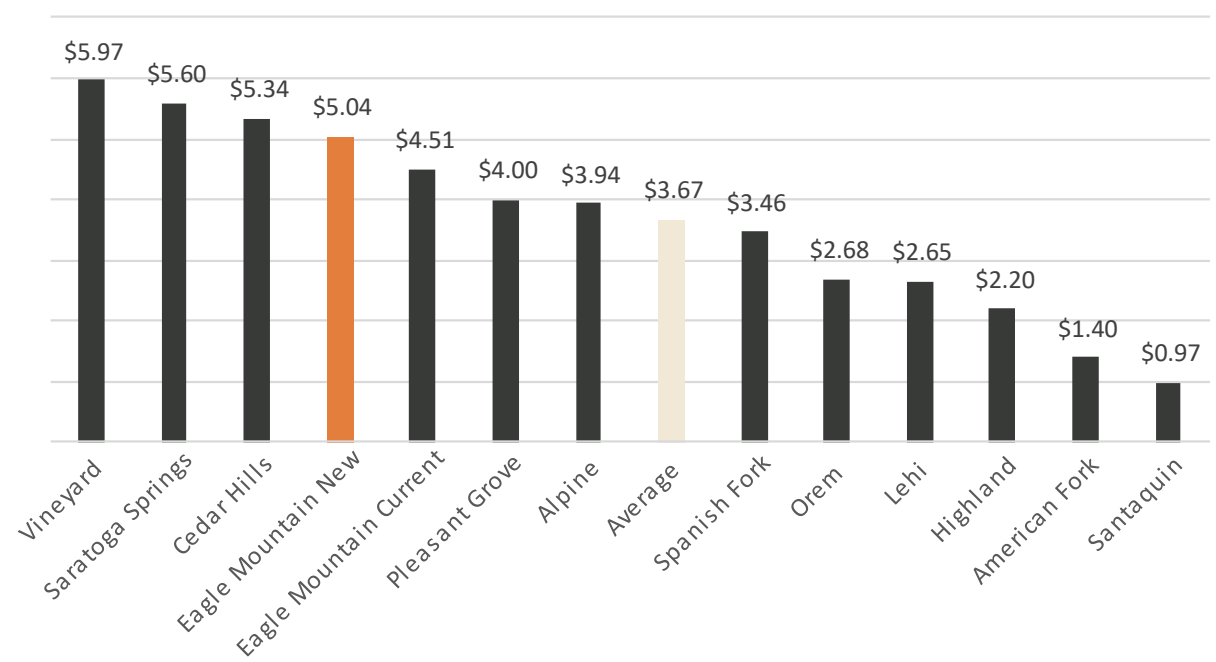


Baseline Budget

Base Rate Comparison

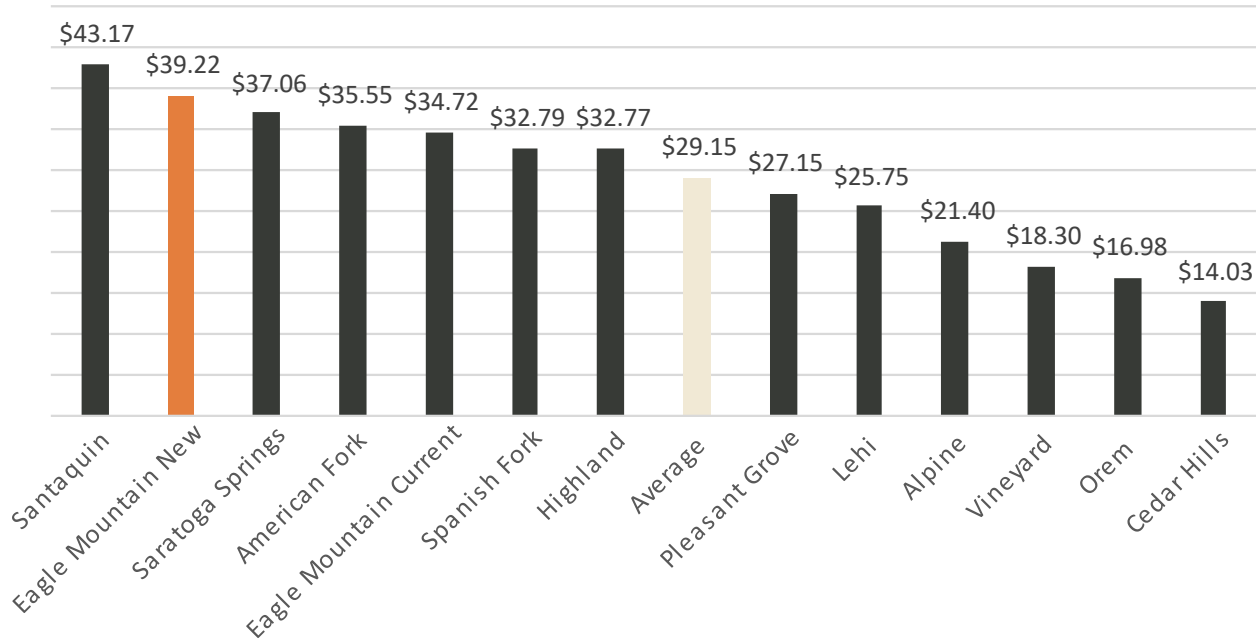


Volume Rate Comparison

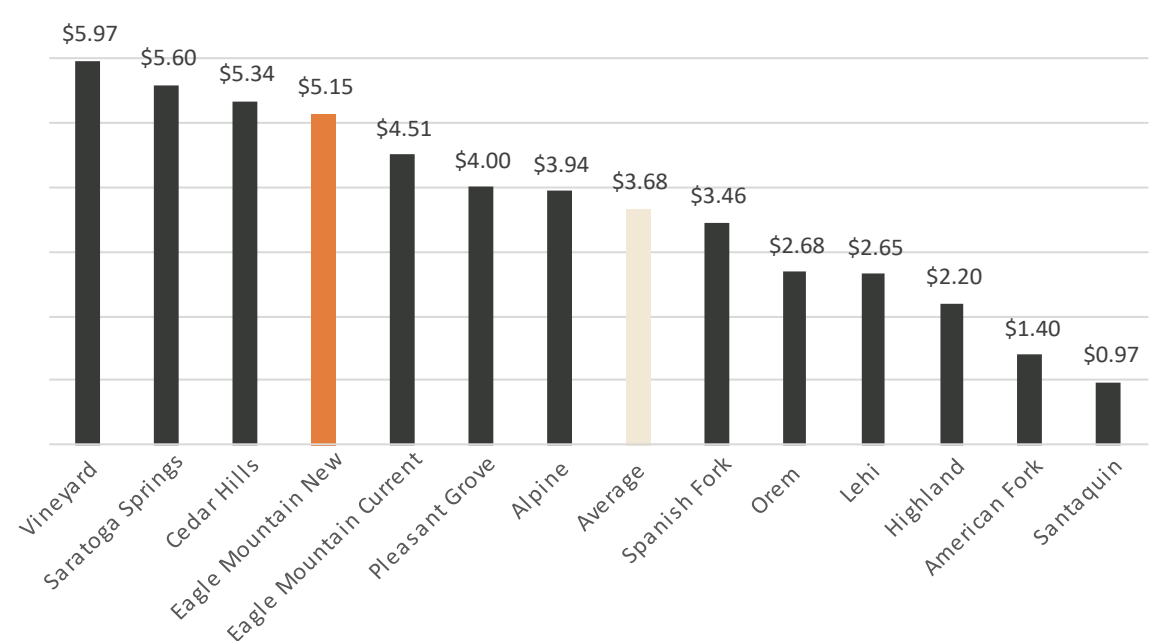


Baseline Budget + Personnel Request

Base Rate Comparison



Volume Rate Comparison



Stormwater Rate Scenario**

FY 2025 Stormwater Rate Study

	2026	2027	2028	2029	2030
Base Rate	\$8.66	\$9.10	\$9.55	\$10.03	\$10.53

FY 2026 Baseline Budget Request

	2026	2027	2028	2029	2030
Base Rate	\$9.82	\$10.31	\$10.83	\$11.58	\$12.39

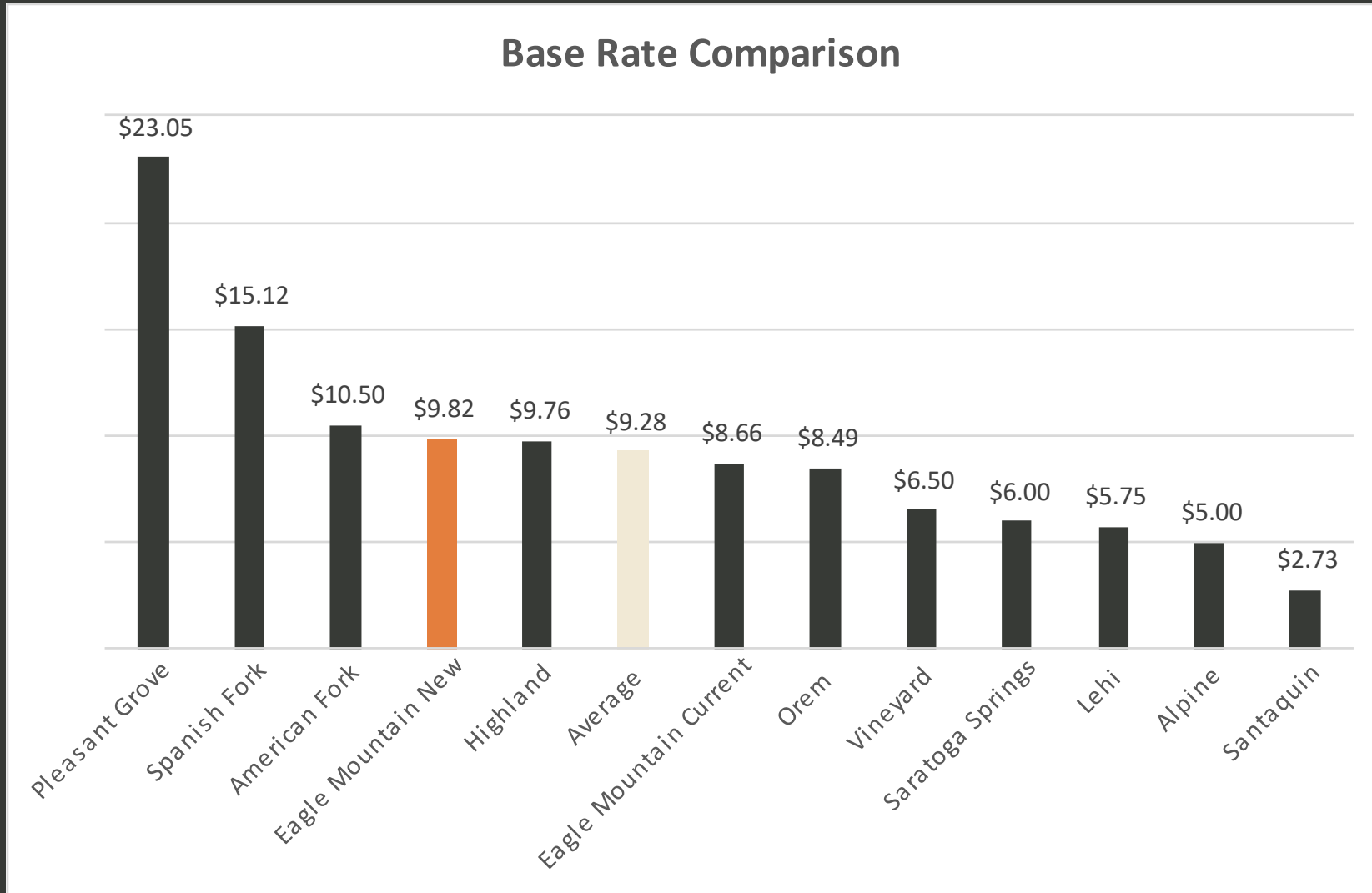
FY 2026 Baseline + 1 Personnel Request

	2026	2027	2028	2029	2030
Base Rate	\$10.44	\$10.96	\$11.51	\$12.32	\$13.18

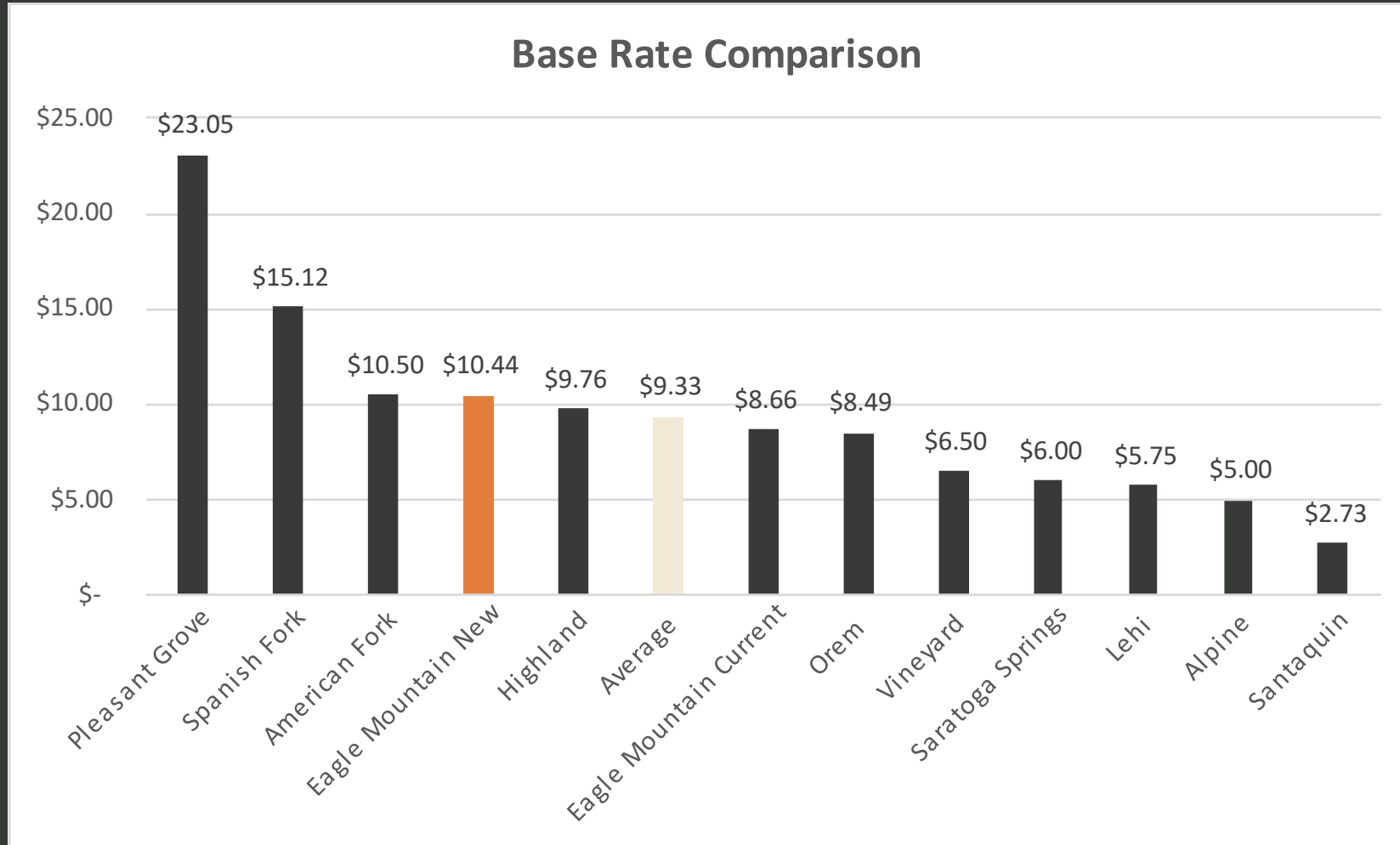
** These are preliminary estimates. Other factors can affect this analysis, like the number of stormwater accounts and stormwater fund balance.



Baseline Budget



Baseline Budget + Personnel Request



One-Time Requests



One-Time Requests

Item	Amount	Revenue Source
Water Source Master Plan	\$50,000	Water Fund
Water Model Calibration	\$60,000	Water Fund
SCADA Replacement	\$15,000	Water & Wastewater Fund
Effluent Pump Replacement	\$42,000	Wastewater Fund
Pony Express Lift Generator Relocation	TBD	Wastewater Fund
Public Works Building Epoxy flooring	\$15,000	Enterprise Fund
Storage Conex	\$5,000	Fleet Fund
Eagle on the rock repair	\$50,000	General Fund
Pony Express Guard Rail	TBD	General Fund
Pony Express Street Lights	\$70,000	General Fund
Camera Installation at traffic lights	\$35,830	General Fund



One-Time Requests

Item	Amount	Revenue Source
Eagle Point Paved Trail	\$30,000	General Fund
Permanent WiFi Gear at Cory Wride	\$15,000	General Fund
Frisbee Golf Improvements	\$15,000	General Fund
Outdoor Christmas Tree	\$15,000	General Fund
HVAC Unit Replacement	\$25,000	General Fund
Mobile Command Center	\$40,000	General Fund
City Hall Kitchen Remodel	\$45,000	General Fund



RAP Tax Discussion

Current: If Eagle Mountain had a RAP Tax in place, it would have generated **\$593,755** in 2024. This number will continue to increase rapidly as Eagle Mountain's commercial base continues to grow with Walmart and other retail establishments.

Rate: A RAP Tax is .1% of all sales made within a city's municipal boundaries. For example, the Sales Tax Rate in Saratoga Springs is 7.45% and in Eagle Mountain it is 7.35%. The difference being Saratoga Springs' RAP Tax.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	State Legislation Update
ITEM TYPE:	Communication Item
FISCAL IMPACT:	N/A
APPLICANT:	

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

PUBLIC HEARING

PREPARED BY

John Magness, Policy and
Management Analyst

PRESENTED BY

Clifford Strachan

RECOMMENDATION:

For information

BACKGROUND:

The Utah State Legislature has completed its 2025 General Session. Legislators passed 582 of the more than 900 bills introduced. EMC staff tracked 269 bills and the list provided herein are those we identified for your attention, some because they passed, and others because they would have been more concerning had the Mayor, Council members, ULCT staff, EMC's lobbyists, and our staff not communicated with legislators to make bills better or less harmful.

Department Heads are reviewing the final bills to determine any needed specific policy or procedural changes. We will inform you in the near future of any that require City Council attention and/or action.

A full list of bills from the 2025 General Session is found at
<https://le.utah.gov/billlist.jsp?session=2025GS>.

ITEMS FOR CONSIDERATION:

There are 72 bills listed herein. These affect a variety of policy and service areas, including: Land Use Planning, City Clerk/Recorder, Human Resources, Energy, Economic Development, Building, Public Safety, Finance, and Public Works.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. FINAL - Legislative Masterlist of Bills



MEMO

To: Mayor Westmoreland and City Council Members

From: Cliff Strachan and John Magness

Here is a list of bills that have passed the 2025 Utah State Legislative Session that have an effect on Eagle Mountain City or might, in the future. If you have any questions or need clarification, please do not hesitate to contact me.

H.B. 37 Utah Housing Amendments; This bill deals with housing development and housing policy. The bill adds: *contribute toward housing affordability* as part of a municipalities General Land Use Authority (line 123). The bill amends Section 10-9a-403 General plan preparation, by adding new elements to the moderate housing plan. EMC is a “specified municipality” and as such we are required to have three or more moderate income strategies as part of our plan. The amendments to this section allows EMC to either have three or more moderate housing strategies or at least one of the moderate income housing strategies described in Subsections (2)(b)(iii)(X) through (CC) (line 214). These new strategies (starting at line 330 through 342) are:

- (X) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (Y) create a home ownership promotion zone pursuant to Part 10, Home Ownership Promotion Zone for Municipalities;
- (Z) create a first home investment zone in accordance with Title 63N, Chapter 3, Part 16, First Home Investment Zone Act;
- (AA) approve a project that receives funding from, or qualifies to receive funding from, the Utah Homes Investment Program created in Title 51, Chapter 12, Utah Homes Investment Program;
- (BB) adopt or approve a qualifying affordable home ownership density bonus for single-family residential units, as described in Section 10-9a-403.2; and
- (CC) adopt or approve a qualifying affordable home ownership density bonus for multi-family residential units, as described in Section 10-9a-403.3;

The bill enacts these new Sections 10-9a-403.2. Affordable home ownership density bonus for single-family residential units starting at line 468 through line 502. Section 10-9a-403.3. Affordable home ownership density bonus for multi-family residential units starting at line 504 through 528).

The bill makes changes to the Moderate Housing Report, but these changes do not affect EMC because we do not have a fixed guideway public transit station. The changes that can affect EMC (line 668) are:

- (c)(i) Notwithstanding the requirements of Subsection (5)(a)(ii)(A) or (b)(i)(A), if a



specified municipality without a fixed guideway public transit station implements or is implementing, by ordinance or development agreement, one of the following moderate income housing strategies, the division shall consider that one moderate income housing strategy to be the equivalent of three moderate income housing strategies:

- (A) a housing and transit reinvestment zone, as described in Subsection 10-9a-403(2)(a)(iii)(X);
 - (B) a home ownership promotion zone, as described in Subsection 10-9a-403(2)(a)(iii)(Y);
 - (C) a first home investment zone, described in Subsection 10-9a-403(2)(a)(iii)(Z);
 - (D) the approval of a project described in Subsection 10-9a-403(2)(a)(iii)(AA);
 - (E) a qualifying affordable home ownership density bonus for single-family residential units, as described in Subsection 10-9a-403(2)(a)(iii)(BB); or
 - (F) a qualifying affordable home ownership density bonus for multi-family residential units, as described in Subsection 10-9a-403(2)(a)(iii)(CC).
- (ii) If the division considers one moderate income housing strategy described in Subsection (5)(c)(i) as the equivalent of three moderate income housing strategies, the division shall also consider the specified municipality compliant with the reporting requirement described in this section for:
- (A) the year in which the specified municipality submits the initial report or subsequent report; and
 - (B) two subsequent reporting year

Again, this is optional for EMC as we do not currently have a fixed guideway public transit station.

The next few sections deal with counties and special districts. The bill amended Section 35A-8-202. Powers and duties of division the new text authorizes the Division of Housing and Community Development to make rules regarding the content and form of a moderate-income housing report (line 1719).

The bill enacts Section 63J-4-402. State housing plan. This new section requires the Governor's Office of Planning and Budget (GOPB) to develop a state housing plan by December 31, 2025 (line 1724). This bill takes effect on May 7, 2025.

Bill Text [HB0037](#)

H.B. 343 Cannabis Production Amendments; this bill amends provisions related to medical cannabis production. This bill is adding the requirement to control odor from cannabis production facilities (line 51). The bill also has odor control recommendations in Section 4-41a-204.1. Odor control



recommendations line 117. The bill requires municipalities to comply with Section 10-9a-509 when evaluating and approving a land use application for a cannabis production establishment (line 192). This bill takes effect on May 7, 2025.

Bill Text [HB0343](#)

H.B. 355 Mining and Critical Infrastructure Materials Amendments; This bill addresses mining and critical infrastructure materials operations. There are new definitions in particular “critical infrastructure materials” (line 50) and “critical infrastructure materials use” (line 51).

What the bill is trying to do is vest owners and operators of critical infrastructure materials and or critical infrastructure materials use a vested interest in their operations. This is done in Section 10-9a-902. Vested critical infrastructure materials use – Presumption (line 78). The owners / operators need to:

(4)(a) A critical infrastructure operator with a vested critical infrastructure materials use shall file a declaration for recording in the office of the recorder of the county in which the vested critical infrastructure materials use is located.

(b) A declaration under Subsection (4)(a) shall:

- (i) contain a legal description of the land included within the vested critical infrastructure materials use; and
- (ii) provide notice of the vested critical infrastructure materials use.

Section 10-9a-903. Rights of a critical infrastructure materials operator with a vested critical infrastructure materials use. If an owner / operator of a critical infrastructure material use has a vested interest, then they have new rights with those interests as long as they have an existing legal use (line 118 through 136):

(a) progress, extend, enlarge, grow, or expand the vested critical infrastructure materials use to any contiguous land that the critical infrastructure materials operator owns or controls before May 7, 2025;

(b) expand the vested critical infrastructure materials use to new land that is contiguous land to the surface or subsurface land on which the critical infrastructure materials operator has a vested critical infrastructure materials use, including the surface or subsurface land under Subsection (1)(a);

~~(1)~~(c) use, operate, construct, reconstruct, restore, extend, expand, maintain, repair, alter, substitute, modernize, upgrade, and replace equipment, processes, facilities, and buildings; and on any surface or subsurface land that the critical infrastructure materials operator owns or controls before May 7, 2025;

(d) on any surface or subsurface land that the critical infrastructure materials operator



owns or controls before May 7, 2025:

- (i) increase production or volume;
- (ii) alter the method of extracting or processing, including with respect to the vested use, the right to stockpile or hold in reserve critical infrastructure materials, to recycle, and to batch and mix concrete and asphalt; and
- (iii) extract or process a different or additional critical infrastructure material than previously extracted or processed on the surface or subsurface land; and

In addition, the same Section 10-9a-903 now requires EMC to follow new procedures spelled out in subsection 2 through 4 (line 140 through 200).

This is all repeated in the amendments to Sections 17-27a-1002, 17-27a-1003, and 17-41-502.

"Mining protection area" means land where a vested mining use occurs, including each surface or subsurface land or mineral estate that a mine operator with a vested mining use owns or controls on **January 1, 2026** (line 452).

Section 17-41-402. Limitations on local regulations has been amended to add the following language ((line 551):

(6) A county, city, or town may not:

- (a) adopt, enact, or amend an existing land use regulation, ordinance, or regulation that would prohibit, restrict, regulate, or otherwise limit critical infrastructure materials operations, **including with a vested critical infrastructure materials operations use** as defined in Section 10-9a-901 or 17-27a-1001; or
- (b) initiate proceedings to amend the county's, city's, or town's land use ordinances as described in Subsection 10-9a-509(1)(a)(ii) or 17-27a-508(1)(a)(ii) **as it regards the rights of a critical infrastructure materials operator with a vested critical infrastructure materials use**. This bill takes effect on May 7, 2025.

Bill Text [HB0355](#)

H.B. 368 Local Land Use Amendments; this bill modifies provisions related to land use. This bill adds new definitions for annexation. In Section 10-2-801 (line 183). The bill enacts Section 10-2-802 Valuation of private real property – Determining consent to petition or protest by owners of real property. Which will require EMC to do a valuation of the property being annexed into the city. Section 10-2-803 (line 324) has been amended. This section deals with the adoption of an annexation plan. There are a few amendments to the section regarding an annexation through petition that really have no substantial affect just language cleanup. There are amendments and new rules governing Section 10-2-809 (line 966) Boundary commission -- Creation -- Members -- Terms -- Chair -- Boundary commission quorum -- Municipal selection committee. The new rules start at line 1003 and end at line 1068. Section 10-2-811



Public hearing of protest -- Notice -- Decision -- Municipal legislative action -- Judicial review (line 1150) has been quite heavily amended.

The bill enacts Sections 10-2-901, 10-2-902, 10-2-904, and 10-2-905 and re numbers Section 10-2-419 to 10-2-903. All theses new sections deal with Municipal Boundary Adjustments between municipalities.

The bill makes changes to 10-9a-205 “Notice of public hearings and public meetings on adoption or modification of land use regulation”. When a municipality makes a notice for a land use modification it will be required to post the notice to the municipality’s website: (line 3158). The bill also provides that if the land use ordinance change is ministerial in nature, then only a 10-calendar day notice period is required (line 3169):

(ii)if the proposed land use ordinance adoption or modification is ministerial in nature, as described in Subsections (6)(a) and (b), provided as a class A notice under Section 63G-30-102 for at least 10 calendar days before the day of the public hearing.

(6) (a) For purpose of the notice requirements in Subsection (2)(b) only, a proposed land use ordinance is ministerial in nature if the proposed land use ordinance is to:

- (i) bring the municipality's land use ordinances into compliance with a state or federal law;
- (ii)adopt a municipal land use update that affects:
 - (A)an entire zoning district; or
 - (B)multiple zoning districts;
- (iii)adopt a non-substantive, clerical text amendment to an existing land use ordinance;
- (iv)recodify the municipality's existing land use ordinances; or
- (v)designate or define an affected area for purposes of a boundary adjustment or annexation.

(b) A proposed land use ordinance may include more than one of the purposes described in Subsection (6)(a) and remain ministerial in nature.

(c) If a proposed land use ordinance includes an adoption or modification not described in Subsection (6)(a):

- (i)the proposed land use ordinance is not ministerial in nature, even if the proposed land use ordinance also includes a change or modification described in Subsection (6)(a); and
- (ii)the notice requirements of Subsection (2)(b)(i) apply.



There is a new requirement for notifying the public about any proposed modification to the text of a zoning code (line 3179):

(ii)a direct link to the municipality's webpage where a person can find a summary of the effect of the proposed modifications to the text of the zoning code designed to be understood by a lay person;

The bill prohibits private maintenance of public features (line 3333).

10-9a-508.1 (Effective 05/07/25). Private maintenance of public features prohibited.

(1)As used in this section:

(a)"Public access amenity" means a physical feature like a trail or recreation area that a municipality designates for public access and use.

(b)"Retail water line" means the same as that term is defined in Section 11-8-4.

(c)"Sewer lateral" means the same as that term is defined in Section 11-8-4.

(d)(i)"Water utility" means a main line or other integral part of a sewer or water utility service.

(ii)"Water utility" does not include a retail water line or sewer lateral.

(2)A municipality may not require a private individual or entity, including a community association or homeowners association, to maintain or be responsible for a public access amenity or water utility in perpetuity unless:

(a)the public access amenity is a sidewalk adjacent to a private property owned by the private individual or entity; or

(b)the private individual or entity agreed to maintain or be responsible for the public access amenity or water utility in perpetuity in a covenant, utility service agreement, development agreement, or other agreement between the municipality and the private individual or entity.

The bill allows for municipalities to require submission of private landscaping plans before landscaping is installed but it cannot withhold the applicants building permit or C of O if a landscaping plan has not been submitted (line 3437).

Section 10-9a-509.5 Review for application completeness -- Substantive application review -- Reasonable diligence required for determination of whether improvements or warranty work meets standards -- Money damages claim prohibited has been amended at line 3528:

(3)(a) As used in this Subsection (3), an "infrastructure improvement category" includes:

(i)a culinary water system;

(ii)a sanitary sewer system;



- (iii)a storm water system;
- (iv)a transportation system;
- (v)a secondary and irrigation water system;
- (vi)a public landscaping; or
- (vii)public parks, trails, or open space.

There is a new 15-day limit to accept or reject the performance of warranty work starting at line 3551 going through line 3635. All this new language added to this section deals with warranty work and the municipality's responsibility for accepting the improvements or rejecting the improvements.

Section 10-9a-509.7 Transferable development rights (line 3641) has reworked on how designating sending zones and receiving zones work.

Section 10-9a-510 has been amended to address the cost of reviewing identical plans (line 3663):

(2)(a) Subject to Subsection ~~(1)~~(2)(b), a municipality may impose and collect ~~only~~ a ~~nominal~~ fee for reviewing and approving identical ~~floor~~ plans, ~~as described in~~ Section 10-9a-541, not to exceed the lesser of:

- (i)the actual cost of performing the plan review; or
- (ii)30% of the fee that would be imposed and collected under Subsection (1).
- (b)A municipality may impose and collect a fee for reviewing an original plan, as defined in Section 10-9a-541, that an applicant submits with the intent that the original plan be used as the basis for a future identical plan submission, the same as any other plan review fee under Subsection (1).

There is a new section 10-9a-541 Identical plan review -- Process -- Indexing of plans -- Prohibitions. starting at line 3775.

Section 10-6-106 has been renumbered to Section 10-9a-542 Fees collected for construction approval -- Approval of plans (line 3841). Starting at line 3951 there are new rules regarding plan review. Before land disturbance occurs on the subject property, the applicant will obtain a storm water permit (line 4107).

Section10-9a-604.5 Subdivision plat recording or development activity before required landscaping or infrastructure is completed – Improvement completion assurance -- Improvement warranty (line 4117) has been amended. Line 4152:

(B)if a municipality accepts cash deposits as a form of completion assurance and applicant elects to post a cash deposit as a form of completion assurance, place the cash deposit in an interest-bearing account upon receipt and return any earned interest to the applicant with the return of the completion assurance



according to the conditions of this chapter and any local ordinances;

This same section now has a new requirement for landscaping starting at line 4178:

- (v)a private landscaping plan;
- (vi)landscaping improvements or infrastructure improvements that an applicant elects to install at the applicant's own risk:
 - (A)before the plat is recorded;
 - (B)pursuant to inspections required by the municipality for the infrastructure improvement; and
 - (C)pursuant to final civil engineering plan approval by the municipality; or
- (vii)any individual public landscaping improvement or individual infrastructure improvement when the individual public landscaping improvement or individual infrastructure improvement is also included as part of a separate improvement completion assurance.
- (e)(i)A municipality may not:
 - (A)prohibit an applicant from installing a public landscaping improvement or an infrastructure improvement when the municipality has approved final civil engineering plans for the development activity or plat for which the public landscaping improvement or infrastructure improvement is required; or
 - (B)require an applicant to sign an agreement, release, or other document inconsistent with this chapter as a condition of posting an improvement completion assurance, security for an improvement warranty, or receiving a building permit.
- (ii)Notwithstanding Subsection (3)(e)(i)(A), public infrastructure improvements and infrastructure improvements that are installed by an applicant are subject to inspection by the municipality in accordance with the municipality's adopted inspection standards.
- (f)(i)Each improvement completion assurance and improvement warranty posted by an applicant with a municipality shall be independent of any other improvement completion assurance or improvement warranty posted by the same applicant with the municipality.
- (ii)Subject to Section 10-9a-509.5, if an applicant has posted a form of security with a municipality for more than one infrastructure improvement or public landscaping improvement, the municipality may not withhold acceptance of an applicant's required subdivision improvements, public landscaping improvement, infrastructure improvements, or the performance of warranty work for the same applicant's failure to complete a separate subdivision improvement, public landscaping improvement, infrastructure improvement, or warranty work under a



separate improvement completion assurance or improvement warranty.

Line 4242:

(b)A municipality may not require the payment of the deposit of the improvement warranty assurance described in Subsection (6)(a)(i) for an infrastructure improvement or public landscaping improvement before the applicant indicates through written request that the applicant has completed the infrastructure improvement or public landscaping improvement.

Line 4258:

(8)A municipality may not require the submission of a private landscaping plan as part of an application for a building permit.

Section 10-9a-701 Appeal authority required -- Condition precedent to judicial review -- Appeal authority duties has been amended (line 4290):

A municipality may not require a public hearing for a request for a variance or land use appeal.

Section 10-9a-802 Enforcement -- Limitations on a municipality's ability to enforce an ordinance by withholding a permit or certificate (line 4303) has been amended from line 4310 to line 4357.

Bill adds at line 4818:

(7)"Building code adoption cycle" means the period of time beginning the day on which a specific edition of a construction code from a nationally recognized code authority is adopted and effective in Title 15A, State Construction and Fire Codes Act, until the day before a new edition of a construction code is adopted and effective in Title 15A, State Construction and Fire Codes Act.

Section 17-27a-309 has been enacted (line 5343):

17-27a-309 Urban development in municipal expansion area -- Requirements.

(1)For purposes of this section, "urban development" means the same as the term is defined in Section 10-2-801.

(2)A county legislative body may approve urban development within an adopted expansion area of a municipality if the county notifies the municipality of the proposed urban development, and:

(a)the municipality consents in writing to the proposed urban development; or

(b)the municipality fails to respond to the county's notification of the proposed urban



development within 90 days after the day on which the county provides the notice.
(3) If a municipality responds to the county's notice under Subsection (2) within 90 days after the county's notification of the proposed urban development to object to the proposed urban development, the county may approve the urban development if the county responds to the municipality's objection in writing.

The rest of the bill deals with counties until line 6370 this part of the bill deals with special districts and municipalities all this is language cleanup.

Section 57-1-48 has been enacted (line 6973) **57-1-48 Conveyance by deed to a public entity**. This bill takes effect on May 7, 2025.

Bill Text [HB0368](#)

H.B. 379 Population Data Amendments; This bill addresses population data. This bill makes changes to how populations are counted for municipalities and counties. The bill allows for the use of population numbers generated by the Utah Population Committee first and if those are not available then the most recent census data from the US census. Currently, the most recent Census data is used and if that is not available then the Utah Population Committee numbers. This turns it around so municipalities can use the Population Committee's numbers first. This bill takes effect May 7, 2025 and other sections take effect on July 1, 2025.

Bill Text [HB0379](#)

H.B. 513 Utah Commission for Earthquake Preparedness; This bill creates the Utah Commission for Earthquake Preparedness. In section 63C-32-103 Meetings – Duties the Commission will (line 127):

(c) **prioritize recommendations and present the recommendations annually to state and local government or other appropriate entities for adoption as policy or loss reduction strategies, including policies or strategies to reduce the time required to return to normalcy and economic recovery after an earthquake event**

Currently the Commission does not have any rule making authority. This bill takes effect on May 7, 2025.

Bill Text [HB0513](#)

H.C.R. 14 House Concurrent Resolution Supporting Streamlining Utah Housing Policies; this resolution supports streamlining housing policies. Line 51:

NOW, THEREFORE, BE IT RESOLVED that the Legislature of the state of Utah, the



Governor concurring therein, supports consolidating housing policies to more efficiently and effectively address the attainable homeownership shortage, implement recommendations from the 2023 housing policy audit, reduce redundancy, and streamline government.

BE IT FURTHER RESOLVED that the Legislature and the Governor will involve stakeholders in the process of identifying programs to consolidate.

BE IT FURTHER RESOLVED that the Legislature and the Governor commit to begin the process of identifying programs for streamlining during the 2025 interim

How this comes about we will have to wait and see.

Bill Text [HCR014](#)

S.B. 23 First Home Investment Zone Amendments; this bill modifies provisions affecting first home investment zones. The bill amends the defines affordable housing to add:

(ii)for homes that are owner occupied, housing that is priced at 80% of the zip code median home price if:

(A)the proposal described in Section 63N-3-1603 demonstrates that a deviation from the county median home price will achieve the objectives described in Subsection 63N-3-1602(1); and

(B)the zip code median home price is based upon county property tax assessment data.

The bill defines developable area and the incremental tax increase for the zone. The bill requires that at least 51% of the developable area must be in the first-time buyers' zone and of that 50% of the homes are owner occupied (line 142). Section 63N-3-1602(2)(f) (line 153) was added to the text:

(f)except for extraterritorial homes, the number of homes that result from multiplying the number of housing units described in Subsection (2)(a) by the developable area described in Subsection (2)(a)(i) may be intermingled with other mixed uses within the first home investment zone

This bill takes effect on May 7, 2025.

Bill Text [SB0023](#)

S.B. 179 Local Regulation of Business Entities Amendments; this bill enacts provisions related to local classification and approval of new and unlisted business uses. This bill enacts two new sections 10-9a-507.5 and 17-27a-506.5. Only Section 10-9a-507.5 applies to EMC Starts at line 23 and ends at line 61:

(2)(a) Each municipality shall incorporate into the municipality's land use ordinances a process for reviewing and approving a new or unlisted business use and designating an appropriate zone or zones for an approved use



Bill Text [SB0179](#)

S.B. 104 Boundary Line Amendments; this bill modifies provisions related to boundary changes. Land uses authority shall consent to a boundary adjustment if it a “simple boundary adjustment” (line 430)

(70) "Simple boundary adjustment" means the process to relocate a common boundary between adjoining lots, adjoining parcels, or between an adjoining lot and parcel where the relocation would not:

- (a) affect a public right-of-way, municipal utility easement, or other public property;
- (b) affect an existing easement or an internal lot restriction; or
- (c) result in a lot or parcel out of conformity with land use regulations.

Section 10-9a-523. Simple boundary adjustment -- Full boundary adjustment – Process -- Review by land use authority has been amended to include rules for simple boundary adjustment (line 534)

If a boundary adjustment is not a simple boundary adjustment then the land use authority shall consent to the boundary adjustment if the property owners follow Section 10-9a-523(5) and (6) start at line 549 through 569.

A boundary adjustment is effective from the day on which the boundary adjustment, as consented to by the land use authority, is recorded by a county recorder along with the relevant conveyance document (line 583)

Section 10-9a-524 Boundary establishment -- Process -- Boundary agreement not subject to review by land use authority – Prohibitions has been amended quite heavily (line 605).

Section 10-9a-605. Exemptions from plat requirement line 696 has a new sub section (line 737):

(4)(a) The boundaries of any subdivision exempted from the plat requirement under this section shall be graphically illustrated on a record of survey map that includes:

- (i) a legal description of the parcel to be divided;
- (ii) a legal description of each parcel created by the subdivision; and
- (iii) a citation to the specific provision of this section for which an exemption to the plat requirement is authorized.

(b) The record of survey map described in Subsection (4)(a) shall be filed with the county surveyor in accordance with Section 17-23-17.



Section 10-9a-608. Subdivision amendments has been amended and has added new noticing requirements (line 764). The same section has a new requirement for surveyors (line 847):

(5) A surveyor preparing an amended plat under this section shall certify that the surveyor:

(a) holds a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;

(b)(i) has completed a survey of the property described on the plat in accordance with Section 17-23-17 and has verified all measurements;

(ii) has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; or

(iii) has referenced the original plat that created the lot boundaries being amended; and

(c) has placed monuments as represented on the plat.

Section 57-1-45. Boundary establishments -- Establishment documents -- Effect (line 1764) has been heavily amended with new subsections added.

The bill enacts 57-1-45.5. Conveyance document for a boundary adjustment -- Form and effect (line 1869 through 1918). This bill takes effect on May 7, 2025.

Bill Text [SB0104](#)

S.B. 181 Housing Affordability Amendments; This bill enacts and amends provisions related to housing affordability. Section 10-9a-534. Regulation of building design elements prohibited -- Regulation of parking spaces prohibited -- Exceptions has been amended with new subsections added (line 81)

(4) A municipality that is a specified municipality may not:

(a) require that the dimensions of a single parking space for a one- or two-family dwelling or town home be:

(i) for unobstructed, enclosed, or covered parking:

(A) more than 10 feet wide; or

(B) more than 20 feet long; or

(ii) for uncovered parking:

(A) more than nine feet wide; or

(B) more than 20 feet long;

(b) restrict an unobstructed tandem parking space from satisfying two parking spaces as part of a minimum parking space requirement; and

(c) restrict a two-car garage from satisfying two parking spaces as part of a minimum parking space requirement.



(5)A municipality may not require a garage for a single-family attached or detached dwelling that is owner occupied affordable housing.

(6) If a municipality requires a garage, the municipality shall count each parking space within the garage as part of the municipality's minimum parking space requirement as described in Section 10-9a-530.

(7) Nothing in this section prohibits a municipality from requiring on-site parking the owner-occupied affordable housing

This bill takes effect on May 7, 2025.

Bill Text [SB0181](#)

S.B. 262 Housing Affordability Modifications; this bill amends provisions related to affordable housing. Section 10-9a-1005. Payment, use, and administration of revenue from a home ownership promotion zone was amended (line 86):

(5)A municipality or agency shall use home ownership promotion zone funds to achieve the purposes described in Section 10-9a-1003 by paying all or part of the costs of any of the following:

(a)project improvement costs;

(b)systems improvement costs; or

(c)water exaction costs;

(d)street lighting costs;

(e)environmental remediation costs; or

(c)(f)the costs of the municipality or agency to create and administer the home ownership promotion zone, which may not exceed 3% of the total home ownership promotion zone funds

the bill enacts Section 35A-8-504.6. Subordinate shared appreciation loan program which is a new loan program for home ownership. This bill takes effect on May 7, 2025.

Bill Text [SB0262](#)

S.B. 328 Alcohol Amendments; This bill amends provisions relating to alcohol. The bill permits a local government to authorize an outlet or restaurant with an alcohol license to be in proximity to a public park under certain conditions by amending Section 32B-1-202. Proximity to community location (line 945). This bill takes effect on May 7, 2025.

Bill Text [SB0328](#)



H.B. 300 Amendments to Election Law; this law makes substantial changes to how voters will vote in future elections. While most of the bill affects the Lt Governor and County Registrars because of the changes there will be added cost for conducting elections. Starting this year and continuing until January 01, 2029, elections will be conducted using both the old rules and the new rules. After January 01, 2029, only the new rules will be used to conduct elections. Starting July 01, 2025, the state will institute programs where voters can request a ballot by mail. If a voter does not opt into voting by mail, then after January 01, 2029, they will not receive mail in ballot and must vote in person. Starting in November 2025 and through December 31, 2029, the registrar will include in mailed ballots information regarding voter identification requirements, most notably is that the voter needs to put the last four digits of their state id on the envelope of the ballot. After December 31, 2029, the registrar will not accept a signature as proof of identification. Voters must use a form of approved identification set by the state (see the list of approved id, starts at line 1691 in bill text). The issue for EMC is this is starting in 2025 and is completed in 2029 both off cycle municipal elections. This bill takes effect on May 7, 2025.

Bill Text [HB0300](#)

H.B. 315 Elected Official Vacancy Modifications; this bill addresses midterm vacancies in municipal offices. If there is a tie between three or more candidates when electing a member to a municipal office, then there is an option to use a game of chance (line 22) instead of a coin toss (line 63). If the council want to use a game of chance, then a resolution or ordinance, prior to the meeting described in Subsection (1)(c)(iii), to be used in the event of a tie with three or more candidates (line 46). This bill takes effect on May 7, 2025.

Bill Text [HB0315](#)

H.B. 444 Data Privacy Amendments; this bill modifies provisions related to governmental data privacy and privacy oversight. This is a big bill making a lot of changes first is the new requirements for the municipality's CAO (line 69) and Records Officer (line 96). Section 63A-12-103. Duties of governmental entities. It has been amended to add the following (line 132):

(8) report to the state archives:

(a) the designation of **each** record series that ~~it~~ **the governmental entity** maintains;

~~(9) report to the state archives~~

(b) the classification of each record series that ~~is~~ **the governmental entity** has classified;
and

(c) **the name of the governmental entity's:**

(i) **chief administrative officer;** and

(ii) **records officers;**

(9) **ensure that the governmental entity complies with the requirements found in:**

(a) **this part;**

(b) **Title 63G, Chapter 2, Government Records Access and Management Act; and**



(c)Chapter 19, Part 4, Duties of Governmental Entities; and

Section 63A-19-101 Definitions; has been amended to add quite a few new definitions starting at line 228 through line 375.

Section 63A-19-301. Utah Office of Data Privacy; has been amended to require the Office of Data Privacy to help and review governmental entities when dealing with data privacy starts at line 513 through line 618. This section is important mainly because they will oversee EMC data privacy program and evaluate the program.

Section 63A-19-401. Duties of governmental entities has been amended it adds a reporting requirement (line 654):

(D) include the information described in Subsections (2)(a)(iv)(A) through (C) in the privacy program report described in Section 63A-19-401.3.

There is a new Section 63A-19-401.2. Training requirements (line 718) that mandates training for all personnel that have access to personal data as part of the employee's work duties or supervise an employee who has access to personal data. There are timelines for training first training within thirty days after starting employment and then yearly after that (line 726).

The new reporting requirements are in the new Section 63A-19-401.3. Privacy program report (line 734) the report is due yearly by December 31.

Section 63A-19-401.4. Requirements for contractors (line 760) has been enacted to cover contractors.

There are new privacy notice requirements in Section 63A-19-402 starting at line 776 through line 835, this section was heavily amended.

There are now requirements for EMC website through the enactment of Section 63A-19-402.5. Website privacy notice.

There is a new Section 63A-19-602. Disciplinary action, which stipulates A governmental entity may take disciplinary action, which may include suspension or discharge, against any employee of the governmental entity who intentionally violates any provision of this chapter. This bill takes effect May 7, 2025. I have hit most of the issues that will affect EMC but please read the entire bill in case I miss something that is pertinent to the Recorder's Office.

Bill Text [HB0444](#)



H.B. 504 Financial and Conflict of Interest Disclosures by Candidates Amendments; this bill amends provisions related to campaign finance and conflict of interest disclosures. Section 10-3-208. Campaign finance disclosure in municipal election has been amended to add the following language (line 196):

(6)(a) If a candidate seeks appointment to fill a midterm vacancy in a municipal office the candidate shall, no later than three business days before the day on which the municipal legislative body meets to interview the candidate in accordance with Section 20A-1-510, file a campaign finance statement with the municipal clerk or recorder.

(b) Upon receipt of the campaign finance statement described in Subsection (6)(a), the municipal clerk or recorder shall immediately submit a copy of the statement to the municipal legislative body.

Section 10-3-301. Notice -- Eligibility and residency requirements for elected municipal office -- Mayor and recorder limitations has been amended to add the following language (line 327):

(3)(a) An individual who files a declaration of candidacy for a municipal office shall:
(i) comply with the requirements described in Section 20A-9-203.; and
(ii) file the conflict of interest disclosure statement described in Section 10-3-301.5.

Section 10-3-301.5. Conflict of interest disclosure statement for municipal office -- Required when filing for candidacy -- Public availability -- Enforcement is enacted starting at line 379 through line 418.

The next section that pertains to EMC is Section 20A-1-510. Midterm vacancies in municipal offices (line 1315). It adds a new definition of Vacancy (line 1319):

(ii)"Vacancy," if due to resignation, occurs ~~on the effective date of the resignation.:~~
(A) for a municipal executive, on the effective date of an irrevocable letter of resignation submitted by the municipal executive to the municipal legislative body; or
(B) for a member of a municipal legislative body, on the effective date of an irrevocable letter of resignation submitted by the member to the municipal legislative body.

It adds the requirement that before acting to fill the vacancy, the municipal legislative body shall immediately notify the municipal recorder or clerk (line 1331) There is language added in the same section (8) and (9) starting at line 1436 through 1464 regarding filing and reporting requirements for midterm vacancies. The other sections in this bill deal with other elected offices and do not have any effect on EMC. This bill takes effect on May 7, 2025.



S.B. 54 Appearance of Candidate Name on Ballot; this bill addresses the way a candidate's name may appear on a ballot. A candidate must use their legal first and last name. This bill allows the candidate to use another name instead of their legal first name if they meet the requirements in Section 20A-6-109. Appearance of candidate's name on ballot -- Name variations -- Appeal, starting at line 250 through line 342. Regardless of what first name is used the candidate's legal first and last name will be used in determining name placement on the ballot. This bill takes effect on May 7, 2025.

Bill Text [SB0054](#)

S.B. 260 Individual Digital Identity Amendments; This bill enacts provisions related to a state-endorsed digital identity. This bill requires the Office of Data Privacy to implement a state endorsed digital identity. This state-endorsed digital identity could be used as a form of personal identification. If and when the state actually develops and implements a state endorsed identification the EMC would have the option of using it for a form of identification. There are rules on what a governmental entity can do with the digital identification starts at line 93 through line 109. This bill takes effect on May 7, 2025.

Bill Text [SB0260](#)

S.B. 277 Government Records Management Amendments; This bill creates the Government Records Office (the office) within the Division of Archives and Records Service (the division) and replaces the State Records Committee (the committee) with the Director of the Office. Read Section 63A-12-203. Duties of director and office -- Reassignment of classification or designation -- Rulemaking authority -- Transition from State Records Committee starting at line 253 through line 291. This bill takes effect on May 7, 2025.

Bill Text [SB0277](#)

S.B. 295 Property Tax Modifications; this bill allows a taxing entity that reduces the taxing entity's budget below the previous year's budgeted revenue to increase, for a period of five years, the budget up to the base year budget without complying with the truth in taxation notice and public hearing requirements. This is a weird bill not sure why it was written, I do not think EMC will every use the exemption for the Truth In Taxation notice. This bill takes effect May 7, 2025.

Bill Text [SB0295](#)

HB 24 Limitations on Liability Amendments; this bill addresses the limitation on the liability of an employer for an employee convicted of an offense. It modifies the repeal date for Section 78B-4-518 from July 01, 2025, to July 01, 2029. This bill will take effect on May 07, 2025.

Bill Text [HB0024](#)



Section 78B-4-518 text [Utah Code Section 78B-4-518](#)

H.B. 25 Retirement Amendments; this bill modifies provisions of the Utah State Retirement and Insurance Benefit Act. It modifies record retention requirements for a participating employer in the Utah Retirement Systems (line 45) Section 49-11-602 from 3 year to 4 years. The bill also makes modifications for withdrawing entities regarding short-fall liabilities. This bill will take effect on July 01, 2025.

Bill Text [HB0025](#)

H.B. 50 Occupational Safety and Health Amendments; This bill amends civil penalties related to occupational health and safety. This bill takes effect on May 07, 2025

Bill Text [HB0050](#)

H.B. 64 Public Official Bonding Amendments; this bill amends provisions relating to bonds required for public officials and employees to protect against malfeasance or misfeasance in office and replaces the requirement to post a bond with a requirement to obtain crime insurance. Sections 4-21-107 (line 74), 10-3-831 (line 89), and 10-8-78 (line 120) apply to EMC. This bill takes effect on May 07, 2025

Bill Text [HB0064](#)

H.B. 267 Public Sector Labor Union Amendments; This bill amends provisions governing public employee, public safety, and public fire labor organizations. Just FYI as this bill does not pertain to EMC currently. This bill takes effect on July 1, 2025.

Bill Text [HB0267](#)

H.B. 279 Earned Wage Access Services Act; this bill enacts the Earned Wage Access Services Act, which is a loan against future wages, which are sometimes run through the employer. Just FYI as this bill does not pertain to EMC currently. This bill takes effect on May 07, 2025.

Bill Text [HB0279](#)

S.B. 21 Long-Term Disability Amendments; This bill modifies provisions related to public employee long-term disability benefits. It adds to the definition of "Objective medical impairment" by adding the requirement of *diagnosed by a physician based on accepted objective medical tests or findings rather than subjective complaints*. The bill makes changes to Section 49-21-401 Disability benefits -- Application -- Eligibility starting at line 129 through line 206. The bill makes changes to 49-21-405 Disability benefit -- Exclusions. (line 339). This bill takes effect on July 1, 2025.



Bill Text [SB0021](#)

S.B. 190 Workers' Compensation Modifications; this bill amends the Workers' Compensation Act. This bill is making mostly technical changes to the language of the state statute. The part that pertains to EMC is Section 34A-2-407(9)(d) (line 171) it deals with balance billing; any treatment for a workman's compensation claim must be paid solely by the insurance company. This bill takes effect on May 7, 2025.

Bill Text [SB0190](#)

S.B. 259 State Holy Days; this bill makes Easter Sunday a legal state holiday but one that is not recognized on the preceding Friday or the following Monday. The original bill made Good Friday a legal holiday, but it was changed in the final version that passed. Just FYI as this bill does not pertain to EMC currently. This bill takes effect on May 7, 2025.

Bill Text [SB0259](#)

S.B. 327 Public Sector Labor Organization Amendments; this bill modifies the state labor code by defining terms related to public sector labor organizations. This a companion bill to HB 267 it cleans up some language and makes some clarifications. Just FYI as this bill does not pertain to EMC currently. This bill takes effect on July 1, 2025.

Bill Text [SB0327](#)

HB 212 Sub 1 Advanced Transmission Technologies this bill deals with large scale electric utilities ability to seek a rate increase to fund the expansion of transmission lines (this includes using advanced technologies) within the state. The bill requires a large-scale electric utility company seeking to build new transmission lines to use advanced technologies and submit their plans to the Utility Commission for approval of a rate increase to cover the cost of the construction and or implementation.

HB 249 Sub 4 Nuclear Power Amendments this bill does several things, first it has the State of Utah join the Nuclear Energy Consortium by enacting Section 79-6-1201. Nuclear Energy Consortium (line 890). The Consortium is made up of members from the Idaho National Laboratory, Nuclear Regulatory Commission, members from within the nuclear energy industry, members of state agencies and departments dealing with energy production, utility companies, and other members. The consortium shall provide knowledge and expertise to assist the office regarding nuclear energy technologies, safety, and development. Develop recommendations regarding policy pertaining to nuclear energy development, and incentives for nuclear energy related industries in the state including industrial process applications and other beneficial uses of nuclear technology. Also develop partnerships between entities engaged in or supporting nuclear energy development, including public and private



sector collaboration, and the appropriate regulatory framework for nuclear energy development in the state.

Second, the bill creates the Utah Energy Council (Section 79-6-1101. Utah Energy Council -- Creation and purpose line 626) whose purpose is to facilitate the development of baseload electrical energy generation and transmission projects within the state including power plants, transmission lines, energy storage facilities, and related infrastructure. The Council shall coordinate and facilitate baseload electrical energy project development; site identification and permitting, early site preparation work, infrastructure improvements, project financing assistance, and stakeholder coordination. It also has authority over the Electrical Energy Development Zone and Electrical Energy Development Zone Fund. The council is responsible for ensuring that any nuclear facility has a decommissioning plan and funding to finance the decommissioning of the facility.

Lastly, it creates the Electrical Energy Development Zone (section 79-6-1104. Electrical energy development zones -- Property tax differential Line 741) and the Electrical Energy Development Zone Fund. The development zones are areas in the state where energy production should take place, this includes conventional, renewable and nuclear energy production. The zones are created so the state can coordinate the production of energy to meet the needs of the state. In addition, they are using development zones so they can capture the differential rate increase on property tax to help fund the development. Local governments cannot incentivize energy production projects without the project being in a development zone. The bill does require the Energy Council to work with local governments when siting development zones.

The bill also has funding mechanisms for development of projects, impacts, and affordable housing. This bill takes effect on May 7, 2025.

SB 132 Sub 5 Electric Utility Amendment deals with large scale electrical loads (100 megawatts). Requires the Public Service Commission to review all contracts for large load contracts. Provides an avenue to use large scale generation providers instead of qualified electrical utilities providers. The bill sets rules for large scale energy provides and how power will be transferred across transmission line from a large scale energy provider and a large load customer. The bill creates a carve out for closed private generation systems. Bill allows for tariffs on large flexible energy load. Jake: this allows for full “behind the meter” production. And it authorizes the Public Service Commission to assess the sale of power on the grid on an area-by-area basis, and capacity basis. It has a 6-month limit on studies but has up to six months to start studying the application.

SB 192 Sub 5 Commercial Wind and Solar Incentives Amendments requires solar and wind energy production facilities to have battery backup for 6 hours of peak output (line 340 to be eligible for state tax credits. This bill takes effect for a taxable year beginning on or after January 1, 2026.



Bill Text [SB0192](#)

H.B. 48 Wildland Urban Interface Modifications; this bill addresses efforts to oversee wildfire risks associated with wildland urban interface. The bill requires counties and municipalities to adopt the wildland urban interface building code standards. In Section 65A-8-203. Cooperative fire protection agreements with eligible entities (line 383) the bill adds a new requirement (line430):

- (f)subject to Subsection (9), adopt and enforce the wildland urban interface building standards, as defined in Section 65A-8-401, if the eligible entity is a:
 - (i)county for purposes of an unincorporated area within the county; or
 - (ii)municipality for an incorporated area within a county

Subsection 9 (line 488):

- (9)(a)If the state under Section 15A-2-103 adopts an edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the division, as a wildland urban interface building standard that may be adopted by a local compliance agency:
 - (i)for purposes of an unincorporated area within a county, the county shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a); and
 - (ii)for purposes of an incorporated area within a county, the relevant municipality shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a).
- (b)If a county or municipality fails to comply with Subsections (4)(f) and (9)(a), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section.
- (c)(i)If the state adopts a different wildland urban interface building standard than was previously adopted under Section 15A-2-103, a county or municipality has two years from the date the state adopts the different wildland urban interface building standard to adopt the appropriate wildland urban interface building standard.
- (ii)If a county or municipality fails to adopt the appropriate wildland urban interface building standard within the time period described in Subsection (9)(c)(i), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section beginning two years from the day on which the state adopts the different wildland urban interface building standard and until such time as the county or municipality adopts the appropriate wildland urban interface building standard

This bill takes effect on January 1, 2026.



Bill Text [HB0048](#)

HB 58 Building Inspector Amendments; This bill modifies provisions relating to building inspectors. The bill creates a new definition of “Qualified Building Official” (line 148) :

(16)"Qualified building official" means an individual who:

- (a)has at least six years of experience as an architect, engineer, inspector, plan examiner, contractor or superintendent of construction, or any combination of these;
- (b)is actively licensed as a combination inspector in accordance with Section 58-56-9;
- and
- (c)has completed 40 hours of management training as the division establishes by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, or is a certified building official.

There are new reporting requirements for the Uniform building Code Commission and as part of the new report we will have to provide them with information about our building permits and inspections. There are new funding opportunities for those who want to become a building inspector (line 327).

Section 58-56-9. Qualifications of inspectors (line 458) the bill creates new requirements for both public building and private home inspectors.

Section 58-56-9.1. Unlawful conduct adds to the list of unlawful conduct (line 506):

(f)as a building official, directing or knowingly allowing an employed or contracted inspector to perform beyond the scope of the inspector's license held under this chapter.

Section 58-56-9.3. Unprofessional conduct adds new subsections (line 551):

- (m)an inspector failing to make reasonable efforts to maintain a current knowledge of amendments to code;
- (n)falsifying inspection reports or purporting to perform an inspection that was not actually performed as an inspector;
- (o)an inspector engaging in retaliatory actions against individuals or companies that file complaints or question the local regulator's decisions;
- (p)an inspector accepting what would reasonably be viewed as a bribe, including monetary, goods, materials, or other benefits in the course of duty;
- (q)any willful, fraudulent, or deceitful act by an inspector, caused by an inspector, or at



an inspector's direction that causes material injury to another;

(u) a building official knowingly or willfully allowing an inspector contracted or employed within the building official's jurisdiction or firm to engage in the actions listed in Subsections (2)(a) through (2)(t).

This bill takes effect on January 1, 2026.

Bill Text [HB0058](#)

H.B. 175 Housing Construction Amendments; this bill modifies the state construction code related to housing. The bill amends adopted language from Section R101.2 of the International Residential Code to include three- and four-family dwellings (line 23):

(2) In IRC, Section R101.2, the words "one- and two-family dwellings" are deleted and replaced with "one- and two- family dwellings and three- and four- family dwellings of up to two levels".

This bill takes effect on May 7, 2025.

Bill Text [HB0175](#)

H.B. 313 Construction Industry Amendments; this bill modifies the State Construction Code. The bill is adopting the 2023 edition of the NEC (line 55). IBC, Section 1104.4, exception 1.5 is deleted (line 119). In IRC, Section R101.2, Exception, the words "6. A triplex or fourplex of no more than two levels with 2-hour fire-resistance-rated vertical shared wall assemblies tested in accordance with ASTM E119 or UL263, 1-hour fire-resistance-rated horizontal floor assemblies tested in accordance with ASTM E119 or UL263, and independent egress for each unit." are added (line 125). In IRC, Section 507.2.1, Wood materials. The following sentence is added after the words, "in accordance with section R317," "field applied weather resistant barrier applied to the top of untreated material," (line 327). In IRC, Section E3705.4.4, the following sentences are deleted: "Where more than two NM cables containing two or more current-carrying conductors are installed, without maintaining space between the cables, through the same opening in wood framing should be sealed with thermal insulation, caulk or sealing foam. The allowable ampacity of each conductor shall be adjusted in accordance with Table E3705.3 and the provisions of Section E3701.3. Exception. may not apply." (line 340). "E3901.4.3 Receptacle Outlet Location. When installed, receptacle outlets shall be located in one or more of the following: (line 354)

Section 15A-3-601. General provisions (line 445) was amended:



(3) In NEC, Section 210.8(A) **number (5)**, the word "Basements" is deleted and replaced with the following:

"Unfinished portions or areas of the basement not intended as habitable rooms."

(4) In NEC, Section 210.8(A), **number (6)**, the following is added after the word "Kitchens":
"where the receptacles are installed to serve the countertop surfaces."

(5) In NEC, Section 210.8(A), **number (7)** is deleted.

(6) In NEC, Section 210.8(D), **numbers (8) through (12)** are deleted.

(7) NEC, Section 210.8(F), is deleted.

~~(5)~~(8) NEC, Sections 210.52(C) **number (2)** and **number (3)** are deleted and replaced with the following:

NEC, Section 215.18, and NEC, Section 225.42 are deleted (lines 484 and 485). In NEC, Section 334.24, the last sentence is deleted and replaced with the following: "For flat cables, the minor diameter dimension of the cable shall be used to determine the bending radius when bending on the flat side of the cable. For all other bends, the major diameter dimension shall be used Line 514). In NEC, Section 334.80, the second paragraph is deleted (line 512). In NEC, Section 338.24, the last sentence is deleted and replaced with the following: "For flat cables, the minor diameter dimension of the cable shall be used to determine the bending radius when bending on the flat side of the cable. For all other bends, the major diameter dimension shall be used." (lines 522-525). In NEC, Section 406.9(B) **number (2)**, the following words are deleted: "be listed weather-resistant type, and installation shall" (line 526). NEC, Section 700.3(A) is deleted and replaced with the following: "700.3(A) Conductor Witness Test. The authority having jurisdiction shall conduct or witness a test of the complete system upon installation and periodically afterward." (lines 528-531).

Section 19-2-107.7. Water heater regulations was amended (line 533f):

(b) "Ozone nonattainment area" means an area that does not meet the primary or secondary air quality standards for ozone under the national ambient air quality standards described in 42 U.S.C. Sec. 7407(d).

(c) "PM2.5 nonattainment area" means an area that does not meet the primary or secondary air quality standards for fine particulate matter, PM2.5, under the national ambient air quality standards described in 42 U.S.C. Sec. 7407(d).

Line 533aa:

(d) is intended to be installed in an area of Utah that is not included in an ozone nonattainment area or a PM2.5 nonattainment area.

This bill takes effect on July 1, 2025.



Bill Text [HB0313](#)

H.B. 340 Solar Power Amendments; This bill modifies provisions related to residential solar energy generation by creating a new category for small portable solar generation devices (line 103).

"Portable solar generation device" means a moveable photovoltaic generation device that:

- (a) has a maximum power output of not more than 1,200 watts;
- (b) is designed to be connected to a building's electrical system through a standard 120-volt alternating current outlet;
- (c) is intended primarily to offset part of the customer's electricity consumption;
- (d) meets the standards of the most recent version of the National Electrical Code; and
- (e) is certified by Underwriters Laboratories or an equivalent nationally recognized testing laboratory

This bill takes effect on May 7, 2025.

Bill Text [HB0340](#)

H.B. 550 Building Permit Fee Prohibition Amendments; This bill amends provisions related to permitting fees. The bill prevents a municipality from imposing an inspection fee on a water conservancy district that hires a qualified inspector to conduct inspections on new infrastructure (line 42). This bill takes effect on May 7, 2025.

Bill Text [HB0550](#)

S.B. 340 Protected Person Amendments; This bill enacts provisions relating to the construction of a security improvement to real property belonging to an individual who is certified to be at risk of harm. A protected person is defined as (line 56):

"Protected person" means an individual who:

- (a) within the four years preceding the day on which the individual submits an application for certification:
 - (i) received a credible threat; or
 - (ii) was physically harmed; and
- (b) is at risk of serious bodily injury or death caused by:
 - (i) the individual who made the credible threat described in Subsection (8)(a)(i) or caused the physical harm described in Subsection (8)(a)(ii); or



(ii)an individual affiliated with the individual who made the credible threat described in Subsection (8)(a)(i) or caused the physical harm described in Subsection (8)(a)(ii).

The bill establishes a process for an individual at risk of harm to apply to the commissioner of public safety for certification to construct a security improvement on the individual's property. EMC would have to follow the rules enacted in Section 53-29-301. Improvements -- Legal remedies (line 119):

(1)No later than two years after the day on which a certifying officer issues a protection certificate, the protected person may submit to the applicable land use authority a copy of the protection certificate, together with a building permit application, for the construction of one or more security improvements identified in the protection certificate.

(2)(a)Upon receipt of a building permit application for the construction of a security improvement, the land use authority shall:

(i)review the building permit application for the sole purpose of determining compliance with Title 15A, State Construction and Fire Codes Act; and

(ii)issue a building permit authorizing the construction if the application complies with Title 15A, State Construction and Fire Codes Act.

(b)If a building permit application for the construction of a security improvement complies with Title 15A, State Construction and Fire Codes Act, the land use authority shall authorize construction.

(3)A security improvement is not subject to county or municipal land use regulations, except for regulations regarding the exterior of a building that are imposed under Subsection 53-29-201(2)(b).

(4)(a)If a municipality or county unlawfully conditions, delays, or denies a building permit for a security improvement, the protected person may challenge the municipality's or county's action in court.

(b)In an action under this Subsection (4), the court shall allow a party to file documents under seal to preserve the confidentiality of the security improvement.

(c)A building permit application for the construction of a security improvement is not subject to Section 10-6-160 or 17-36-55.

This bill takes effect on May 7, 2025

Bill Text [SB0340](#)

H.B. 152 Health Care Facilities Amendments; this bill addresses satellite emergency departments. The bill defines Satellite Emergency Department means a satellite operation that provides emergency care



or critical care or holds itself out as providing emergency care or critical care (line 25). The bill adds a lot of new requirements for a Satellite Emergency Department. Section 26B-2-203. Services required -- General acute hospitals -- Specialty hospitals -- Home health agencies -- Satellite emergency departments adds Subsection 1,6,7,8,and 9. Some of the requirements are (line 51):

- (6)(a)A satellite emergency department located in a county of the first or second class shall have available on-site, during operating hours, at minimum:
- (i)the equipment and personnel to conduct and use:
 - (A)CT scans;
 - (B)x-rays; and
 - (C)clinical laboratory tests and analyses that are customarily used on-site in emergency medical settings, meeting the standards of care for scope, timeliness, and accuracy that apply in hospital-based emergency departments.
 - (ii)a physician who is licensed under Title 58, Chapter 67, Utah Medical Practice Act, or Title 58, Chapter 68, Utah Osteopathic Medical Practice Act, and:
 - (A)is board certified or board eligible in emergency medicine; or
 - (B)has at least 10 years experience providing emergency medical services;
 - (iii)two registered nurses who:
 - (A)are licensed under Title 58, Chapter 31b, Nurse Practice Act; and
 - (B)have specialized training providing emergency medical services;
 - (iv)a staff member who:
 - (A)is specifically trained, certified, or licensed in respiratory care, sufficient to support the needs of patients in a timely and appropriate manner, as determined by the satellite emergency department's clinical protocols;
 - (B)completes annual training and education in emergency respiratory care; and
 - (C)is in addition to the physician and nurses under Subsections (6)(a)(ii) and (iii);
 - (v)a certified or board-eligible medical laboratory scientist or a certified medical laboratory technologist who is capable of conducting the laboratory tests and analyses described in Subsection (6)(a)(i)(C);
 - (vi)security personnel capable of maintaining the personal safety of patients and providers; and
 - (vii)two units of packed red blood cells suitable for emergency use.

This bill takes effect on May 7, 2025.

Bill Text [HB0152](#)

H.B. 378 Department of Natural Resources Funding Amendments; This bill addresses revenue and expenditures related to funding state accounts within the Department of Natural Resources. There is a new tax on commercial wind and solar power generation (line 945). The tax is \$1,050 per megawatt or fraction thereof (line 984). There is also a new Energy Project assessment (line 1084):



(2)The amount of the energy project assessment is based on the total number of generating alternating current nameplate capacity megawatts of wind or solar electric generation facilities that are commercially operational in the state at the beginning of the calendar year, and controlled by the renewable energy parent entity, as follows:

(a)for 500 or greater megawatts of operational generating alternating current nameplate capacity, the assessment is \$200,000;

(b)for megawatts of operational generating alternating current nameplate capacity equal to or greater than 200 megawatts, but less than 500 megawatts, the assessment is \$175,000;

(c)for megawatts of operational generating alternating current nameplate capacity equal to or greater than 100 megawatts, but less than 200 megawatts, the assessment is \$125,000;

(d)for megawatts of operational generating alternating current nameplate capacity equal to or greater than 50 megawatts, but less than 100 megawatts, the assessment is \$50,000; and

(e)for megawatts of operational generating alternating current nameplate capacity equal to or greater than 20 megawatts, but less than 50 megawatts, the assessment is \$25,000.

This bill takes effect on January 1, 2026.

Bill Text [HB0378](#)

H.B. 439 Outdoor Recreation Revisions; This bill addresses provisions related to the Off-highway Vehicle Account administered by the Division of Outdoor Recreation. This bill creates a new definition off-highway vehicle facility (line 73):

(15)(a)"Off-highway vehicle facility" means a facility or area designated for use by an off-highway vehicle.

(b)"Off-highway vehicle facility" includes a trail, trailhead, storage shed, water and electric infrastructure, or other infrastructure that provides or increases access to an area designated for use by an off-highway vehicle.

Section 41-22-19 Off-highway Vehicle Account -- Deposit and use of funds – Grants and matching funds was amended to add (line 127):

(b)The division may award an upfront grant from the Off-highway Vehicle Account to cover the entire projected cost of a project or program to:



- (i) a political subdivision of the state that:
 - (A) is a county of the third through sixth class; and
 - (B) submits a plan for a project or program consistent with a use described in Subsection (1)(b); and
- (ii) an organized user group or agency that submits a plan for a project or program:
 - (A) located in a county of the third through sixth class; and
 - (B) consistent with a use described in Subsection (1)(b).

While this leaves EMC out of the grant process this is an item that should be looked at next year's Legislative session. This bill takes effect May 07, 2025.

Bill Text [HB0439](#)

H.B. 456 Transient Room Tax Amendments; This bill modifies the transient room tax and creates the Outdoor Recreation Mitigation Grant Program. The bill adds to the purpose for transient room tax and expenditure of revenue (line 82):

- (c) "Establishing and promoting" means an activity or related expense to encourage, solicit, advertise, or market in order to attract or enhance transient guest spending in a county for a purpose described in Subsection (3)(a).
- (d) "Mitigation" means activity to address the direct impacts of tourism, recreation related to tourism, or conventions in a county, specifically sanitation and solid waste disposal, emergency medical services, search and rescue services, law enforcement, road repair, and road upgrades

The bill adds to counties can use the revenue generated by the transient room tax on to include (line 117):

- to pay for tourism- or recreation-related facilities in the county, including acquiring, leasing, constructing, furnishing, maintaining, or operating:
- (i) convention meeting rooms;
 - (ii) exhibit halls;
 - (iii) visitor information centers;
 - (iv) museums;
 - (v) sports and recreation facilities including practice fields, stadiums, and arenas, and trails;

also pay for mitigation cost (line 137). Starting at line 228 the bill lays out how much revenue must be spent on each area based on the amount of revenue the county receives. The bill explicitly allows monies to be spent by municipalities within the county (line 247):



(9) The legislative body of a county may cause revenue generated by a transient room tax to be expended by a municipality within the county if:

(a) the revenue the county shares with the municipality is not required to be spent by the county for a purpose described in Subsection (3)(a);

(b) the county and municipality enter into an interlocal agreement:

(i) governing the use of the revenue; and

(ii) requiring the municipality to report the municipality's expenditures of the revenue to the county; and

(c) the municipality receiving revenue generated by the county's transient room tax agrees to and expends the revenue for a purpose described in Subsection (3).

The bill creates an Outdoor Recreation Mitigation Board (line 952) that has funding attached to help pay for mitigations for outdoor recreation and specifically for emergency services, but again they are only available for counties for the third class or lower this would be an area to explore during next year's Legislative Session. This bill takes effect on July 1, 2025.

Bill Text [HB0456](#)

S.B. 12 Board of Tourism Development Amendments; this bill extends the sunset for the Board of Tourism Development until July 01, 2030. This bill takes effect on May 7, 2025.

Bill Text [SB0012](#)

S.B. 91 Restaurant Tax Revisions; this bill amends the restaurant tax within the Tourism, Recreation, Cultural, Convention, and Airport Facilities tax. The bill is expanding the 1% sales tax that a county can charge on alcoholic beverages; food and food ingredients, or prepared food sold by a restaurant; and customized prepared food sold by a convenience store, a gas station, or a grocery store; (line 109). Customized" means prepared or heated by a seller for on-premise or immediate consumption at the request or specification of the purchaser (line 46). This bill takes effect on January 1, 2026.

Bill Text [SB0091](#)

S.B. 213 Sales and Use Tax Modifications; this bill enacts a sales and use tax exemption for operators of facilities that manufacture energy storage devices or equipment. A qualifying energy storage manufacturing facility" means a facility that manufactures, in the state, equipment or devices that store and discharge energy for the purpose of providing electrical power (line 1197). Section 59-12-104. Exemptions was amended to add (line 2533):



Exemptions from the taxes imposed by this chapter are as follows:

(98) amounts paid or charged by an operator of a qualifying energy storage manufacturing facility for:

(a) a purchase of tangible personal property if the tangible personal property is incorporated into equipment or a device that stores and discharges energy at the qualifying energy storage manufacturing facility; and

(b) a purchase or lease of machinery, equipment, or normal operating repair or replacement parts if the machinery, equipment, or normal operating repair or replacement parts are used exclusively in the operation of the qualifying energy storage manufacturing facility.

This bill takes effect on July 1, 2025.

Bill Text [SB0213](#)

S.B. 280 Retail Facility Amendments; this bill modifies provisions related to retail facility incentive payments. The bill makes changes to Section 11-41-103. Prohibition on retail facility incentive payments – Exceptions (line 116). By allowing public entities that are not in the Governor's Office of Economic Opportunity to make retail facility incentive payments (line 123) 50% of the residents need to be at 80% or lower of county area median income. If the retail facility included as part of a mixed-use development in which the mixed-use development has received approval from the legislative body to begin development, and the mixed-use development includes or is planned to include at least one housing unit for every 1,250 square feet of retail space within the mixed-use development or within 1/4 mile radius of the property line of the planned retail facility (line 127). The bill allows a public entity an expenditure for a public facility (line 150). Make a payment of public funds for the development, construction, renovation, operation of public infrastructure, a structured parking facility or the demolition of an existing retail facility (line 160).

Section 11-41-104. Reporting and notification requirements -- Notice to state auditor has been amended with new reporting dates (line 192). This bill takes effect on May 7, 2025.

Bill Text [SB0280](#)

S.B. 323 Asset and Investment Review Task Force; This bill creates the Asset and Investment Review Task Force. The bill enacts Section 67-4-20. Asset and Investment Review Task Force (line 30). The task force is going to study (line 68):

(9)(a) The task force shall complete a study that:



- (i) identifies public funds that are:
 - (A) held by a government entity;
 - (B) cash, cash equivalents, or investments, as those terms are defined under the standards established by the Governmental Accounting Standards Board; and
 - (C) subject to the provisions of Title 51, Chapter 7, State Money Management Act;
 - (ii) examines investment strategies for public funds described in Subsection (9)(a)(i), including an analysis of the economic impact of each strategy; and
 - (iii) makes recommendations regarding public funds described in Subsection (9)(a)(i) and possible investment strategies for the public funds.
- (b)(i) Subject to Subsection (9)(b)(ii), the task force may limit the government entities included in the study described in Subsection (9)(a) based on the amount of cash and cash equivalents held by the government entity.
- (ii) The task force shall include, at minimum, all government entities holding a total of \$1 million or more in cash and cash equivalents.

This bill takes effect on May 7, 2025.

Bill Text [SB0323](#)

H.B. 139 Governmental Accounting Amendments; This bill addresses a political subdivision's annual financial report. The bill requires the state auditor to develop a financial certification form. That will be completed by the chief administrative officer and chief financial officer on the annual financial report. This bill takes effect on May 7, 2025.

Bill Text [HB0139](#)

S.B. 13 Property Tax Reimbursement Amendments; This bill provides for reimbursement of property taxes. Section 59-2-2002 allows certain rental businesses to charge a fee on the rental of heavy equipment for reimbursement of property taxes a recovery fee of 1.5%, (line 72). The rental company cannot charge this fee to governmental entities (line 77). This bill takes effect on January 1, 2026.

Bill Text [SB0013](#)

S.B. 40 Sales and Use Tax Act Amendments; this bill modifies provisions in the Sales and Use Tax Act. Section 59-12-804. Imposition of rural city hospital tax -- Base -- Rate -- Administration, collection, enforcement, and interpretation of tax -- Administrative charge (line 738) has been amended. It now requires voter approval to extend the tax beyond 10 years (line 780). The other change throughout the bill is the added language:

A tax imposed by this part shall be administered, collected, ~~and~~ enforced, ~~and~~ interpreted in accordance with:



- (a) the same procedures used to administer, collect, ~~and~~ enforce, ~~and~~ interpret the tax under Part 1, Tax Collection; and
- (b) Chapter 1, General Taxation Policies

This bill takes effect on May 7, 2025.

Bill text [SB0040](#)

S.B. 95 Truth in Taxation Amendments; This bill addresses the public hearing requirements for increasing the property tax rate. The only thing this bill does defines "meeting" to align with the definition in the Open and Public Meetings Act to clarify that a public hearing on increasing the property tax rate above the certified tax rate requires the presence of a quorum of the taxing entity (line 46). This bill takes effect on May 7, 2025, and has a retrospective operation to January 1, 2025.

Bill Text [SB0095](#)

Utah Code [Utah Code Section 52-4-103](#)

H.B. 41 State Water Policy Amendments; this bill amends the state water policy. Section 73-1-21. State water policy was amended to add groundwater to the list (line 42). It also adds saved water as a way to increase water use flexibility (line 59).

(xxii) state water planning, including the formation of the state water plan as provided in Section 73-10-15;

(xxiii) water reuse with appropriate conditions for the region in which the water reuse occurs

These two lines were added to the State Water policy Section 73-1-21 at lines 88 and 90. This bill takes effect on May 7, 2025.

Bill Text [HB0041](#)

H.B. 46 Water Rights Applications Amendments; This bill addresses applications before the state engineer. Section 73-3-18. Lapse of application -- Notice -- Reinstatement -- Priorities -- Assignment of application -- Filing and recording -- Constructive notice -- Effect of failure to record was amended to addresses time frames related to reinstatement of a lapsed application. Subsection 2 (line 26):

(2) ~~Within 60 days after notice of a lapse described in Subsection (1), the~~

(a) ~~The~~ state engineer may, upon a showing of reasonable cause, reinstate ~~the application with a lapsed application if, no later than 60 days after the state engineer mails or sends electronically the notice of lapse described in Subsection (1), the applicant files:~~



- (i) a request to reinstate the application using a reinstatement form provided by the state engineer; and
 - (ii) a request for an extension of time under Section 73-3-12.
- (b) Except as provided in Subsection (2)(c), the state engineer shall change the date of priority ~~changed~~ of a reinstated application to the date ~~of~~ the request for reinstatement ~~was filed~~.

This bill takes effect on May 7, 2025.

Bill Text [HB0046](#)

H.B. 81 Fluoride Amendments; this bill addresses provisions related to water fluoridation and prescription fluoride. Section 19-4-11 was repealed then re-enacted as Section 19-4-111. Prohibition of fluoride in public water systems. The bills language:

- (1) As used in this section, "fluoride" means a chemical compound that contains the fluoride ion and is used to fluoridate drinking water, including:
 - (a) fluorosilicic acid;
 - (b) sodium fluorosilicate; or
 - (c) sodium fluoride.
- (2) A person may not add fluoride to water in, or water that will be introduced into, a public water system.
- (3) A political subdivision may not enact or enforce an ordinance that requires or permits the addition of fluoride to water in, or water that will be introduced into, a public water system.

This bill takes effect on May 7, 2025.

Bill Text [HB0081](#)

H.B. 177 Glass Recycling Amendments; this bill relates to the recycling of glass. This bill requires the Division of Waste Management and Radiation Control to conduct a study related to glass recycling with a report due prior to next year's legislative session. Which will probably mean new bills next year related to glass recycling. They are going to look at multi-stream and single-stream recycling options.

Bill text [HB0177](#)

H.B. 274 Water Amendments; this bill addresses regulations related to water. Section 10-8-22 Water rates subsection 5 was amended to (line 68):



(5) (a) A municipality may establish different rates for different classifications of retail customers within the municipality's designated water service area, if the rates and classifications have a reasonable basis.

(b) A reasonable basis for charging different rates for different classifications may include, among other things, a situation in which:

- (i) there is a difference in the cost of providing service to a particular classification;
- (ii) one classification bears more risk in relation to a system operation or obligation;
- (iii) retail customers in one classification invested or contributed to acquire a water source or supply or build or maintain a system differently than retail customers in another classification;
- (iv) the needs or conditions of one classification:
 - (A) are distinguishable from the needs or conditions of another classification; and
 - (B) based on economic, public policy, or other identifiable elements, support a different rate; or
- (v) there is a differential between the classifications based on a cost of service standard or a generally accepted rate setting method, including a standard or method the American Water Works Association establishes.; or
- (vi) water conservation is used as an element in determining the rate charged for a block unit of water as provided in Section 73-10-32.5.

(c) An adjustment based solely on the fact that a particular classification of retail customers is located either inside or outside of the municipality's corporate boundary is not a reasonable basis.

Subsection 8 was amended to (line 103):

(8) A municipality shall:

- (a) notify the director of the Division of Drinking Water of a contract the municipality enters into with a person outside of the municipality's designated water service area, including the name and contact information of the person named in each contract; and
- (b) each year, provide to the director of the Division of Drinking Water any supplementing or new information regarding a contract described in Subsection (8)(a), including whether there is no new information to provide at that time.

Section 73-10-32.5. Culinary water pricing structure (line 184) was heavily. There are 4 new subsections (line 212 through 242) dealing with water rates and conservation.

73-10-34. Secondary water metering -- Loans and grants (line 244) was also heavily amended. There is a new subsection dealing with secondary water, secondary water providers and rates starting at line 499 through line 594. This bill takes effect on May 7, 2025.



Bill Text [HB0274](#)

H.B. 285 Water Infrastructure Modifications; this bill addresses funding and planning for water infrastructure. The Water Resources Cities Water Loan Fund was repealed. Section 73-10-23. Loans for water systems -- Board of Water Resources authority -- Procedure (line 184) was amended to requires monies from loan repayments be deposited into Water Resources Conservation and Development Fund created in Section 73-10-24 (line 200).

Section 73-10g-502.5. Capital asset management and reserve funding analysis for public water systems (line 537) was enacted and requires any public water system that wants to receive either state or federal funding will have to meet new rules and requirements. A Capital Asset Management Plan must be adopted. The rules are laid out starting at line 539 through 588).

Section 73-10g-603. Ranking and prioritizing water infrastructure projects (line 663 was amended to add new criteria for prioritizing water infrastructure projects (line 684 through 690). This bill takes effect on May 7, 2025.

Bill Text [HB0285](#)

S.B. 13 Property Tax Reimbursement Amendments; This bill provides for reimbursement of property taxes. Section 59-2-2002 allows certain rental businesses to charge a fee on the rental of heavy equipment for reimbursement of property taxes a recovery fee of 1.5%, (line 72). The rental company cannot charge this fee to governmental entities (line 77). This bill takes effect on January 1, 2026.

Bill Text [SB0013](#)

S.B. 33 Water Rights Recording Amendments; this bill addresses water rights addenda. Section 57-3-109. Water rights addenda was amended to allow certain signatures to be by facsimile or electronic means (line 39):

(c)A **grantor's or** grantee's signature on a water rights addendum may be by facsimile or electronic means.

This bill takes effect on May 7, 2025.

Bill Text [SB0033](#)

S.B. 36 Water Quality Board Amendments; this bill addresses the Utah Water Quality Board. Section 19-5-104. Powers and duties of board was amended to establish a process for members of the Utah Water



Quality Board to conduct a mediated settlement conference between the director and a party in alleged violation of the Utah Water Quality Act. It also authorizes members of the Utah Water Quality Board to recommend a reasonable penalty amount to the director starting at line 119 through 139. This bill takes effect on May 7, 2025.

Bill text [SB0036](#)

S.B. 80 Water Fee Amendments; this bill allows state agencies to develop a fee schedule for water consumption. Section 19-4-116 Fee schedule -- Exemption -- Report -- Monitoring of fees (line 135) was enacted to require the Department of Environmental Quality to establish a fee schedule for the regulation of public water systems in the state (line 137). All the rules and exemption are laid out in that section starting at line 135 through line 189. Section 73-10g-606 Fee schedule --Approval of fee schedule Exemption -- Report -- Monitoring of fees (line 228 was enacted to allow the Water Development Coordinating Council to establish a fee schedule beginning on July 1, 2026, (line 229) subject to approval by the Legislature (line 234). This bill takes effect on May 7, 2025, with the fee in Section 73-10g-606 starting in 07/01/2006.

Bill Text [SB0080](#)

S.B. 159 Environmental Quality Modifications; this bill addresses nonhazardous solid waste. Section 19-6-108. New nonhazardous solid or hazardous waste operation plans for facility or site -- Approval required -- Exemptions from legislative and gubernatorial approval -- Time periods for review -- Information required -- Other conditions -- Automatic revocation of approval -- Periodic review (line 22) was amended. It now requires that all nonhazardous solid waste class VII landfill facilities permitted after May 07, 2025, will need either a clay liner or impervious synthetic liner system that has hydraulic conductivity no greater than 1E-7 centimeters per second (line 284). By July 01, 2030, all nonhazardous solid waste class VII landfill facilities shall construct each cell with an impervious synthetic liner system that has hydraulic conductivity no greater than 1E-7 centimeters per second or a clay liner (298). This bill takes effect on May 7, 2025.

Bill Text [SB0159](#)

S.B. 195 Transportation Amendments; this bill amends provisions related to transportation items, transportation mobility plans, and adherence to proposed phases of certain transportation developments. Section 10-8-87 Transportation connectivity plan -- Reporting requires cities and metropolitan planning organizations to identify transportation connectivity impediments and provide a report on plans to address transportation connectivity starting at line 97 through line 123. This plan will



need to be completed by July 01, 2027. Section 72-2-124 Transportation Investment Fund of 2005 (line 3560 was amended to restrict the use of funds for corridor preservation (line 3714):

(9)The executive director may only use money in the fund for corridor preservation as described in Subsection (4)(a)(iii):

(a)if the project has been prioritized by the commission, including the use of fund money for corridor preservation; or

(b)for a project that has not been prioritized by the commission, if the commission:

(i)approves the use of fund money for the corridor preservation; and

(ii)finds that the use of fund money for corridor preservation will not result in any delay to a project that has been prioritized by the commission.

Section 72-3-109 Division of responsibility with respect to state highways in cities and towns (line 3959) was amended (line 3999):

(ii)The municipality is responsible for the operation and maintenance of a street lighting system furnished and installed by the department, except that the department shall operate and maintain street lighting that the department furnishes and installs:

(A)along an interstate highway; or

(B)at a signalized intersection that includes a state highway.

(iii)Notwithstanding Subsection (1)(f)(ii)(B), the municipality is responsible for the installation costs, operation, and maintenance of decorative lighting installed at the request of a municipality.

This bill takes effect May 7, 2025.

Bill Text [SB0195](#)

S.B. 220 Construction Modifications; this bill addresses construction site storm water runoff controls. Section 19-5-108.3. Construction site storm water runoff control (line 61 was heavily amended it changes the stormwater runoff permit process and rules and responsibilities for EMC. This includes the permit process, inspections and fines. This bill takes effect on May 7, 2025.

Bill Text [SB0220](#)



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 18, 2025**

TITLE:	UPDATE - Legislative Priorities List
ITEM TYPE:	Communication Item
FISCAL IMPACT:	
APPLICANT:	

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

PREPARED BY
Clifford Strachan, Director of
Legislative Affairs

PRESENTED BY

RECOMMENDATION:

BACKGROUND:

EMMC 2.15.100 establishes a legislative priorities list to clarify by adoption or amendment the authorized ongoing priorities of the City Council and to provide direction to the City Administrator in prioritizing the day-to-day activities of the Director of Legislative Affairs. The list is provided for information and discussion. The City Council may make changes to the list of priorities via majority vote. The attached list includes a description of the issues prioritized, prioritization, status designation, and comments or updates concerning the item.

ITEMS FOR CONSIDERATION:

Consider whether to move the City Hall Land Acquisition and Mortgage Assistance Program items to the Completed section of the report.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. Legislative Priorities List

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	3/18/2025	The City has acquired three parcels for civic uses adjacent or across from Cory Wride Memorial Park and property at Airport road across SR73.	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	Completed	1/1/2025	3/11/2025	Per MIHP 9.4, Strategy 2. After a first round with 7 conditional approvals and 2 denials, staff brought forward suggested program revisions and is seeking amendments to the policy manual at the March 18 Council Meeting. Recommend moving this item to COMPLETED.	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	3/12/2025	Staff have obtained feedback from stakeholders. RFP is drafted and posted. Awaiting submittals from consultants for off-street trails plan.	5/16/2023		Mumford		X				X

Legislative Priorities List																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</
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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						
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													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						
2024.001j (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	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	TRANSFER OF DEVELOPMENT RIGHTS OVERLAY ZONE. 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					

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						
2023.044	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	

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						
2023.002	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		

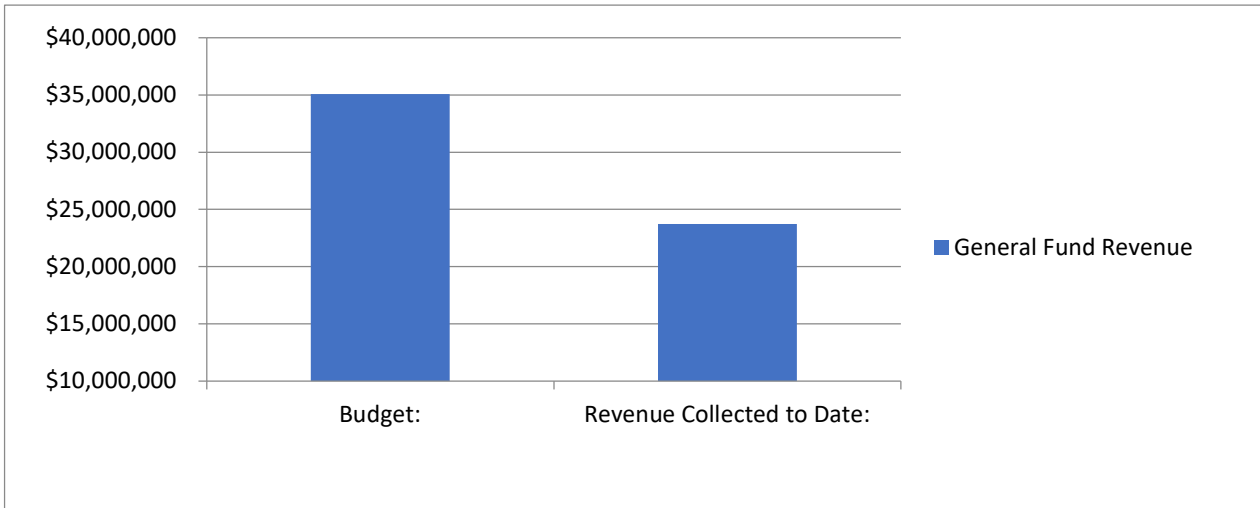
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through February 2025

GENERAL FUND

General Fund Revenues

Budget: \$ 35,062,059
Revenue Collected to Date: \$ 23,747,426
Percent of Total Budget Collected: 68%
Percent of Year Completed: 67%

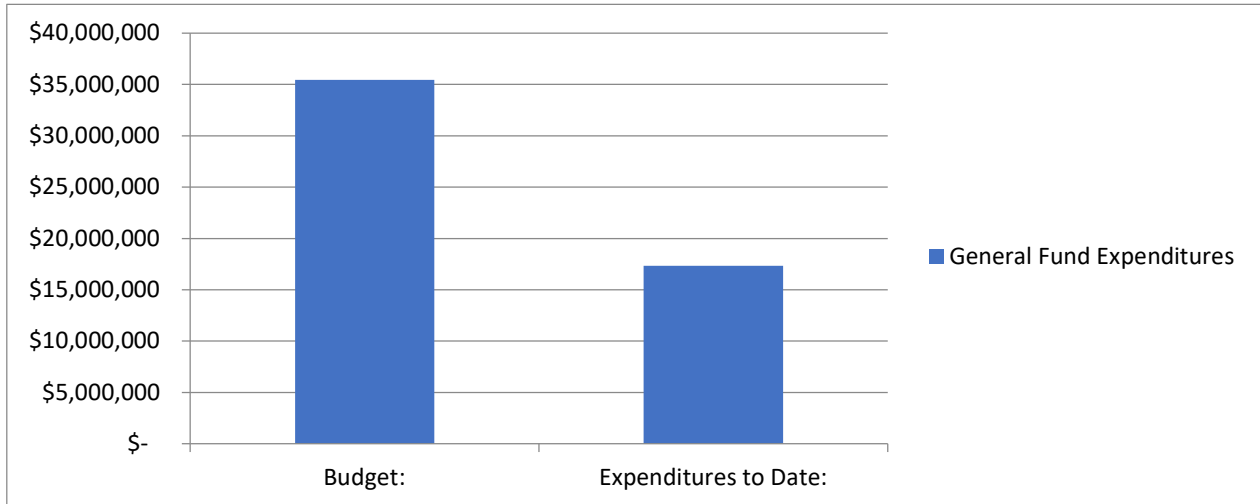


Revenue Analysis

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	\$ 3,735,907	77.93%
Licenses and Permits	\$ 32,000	\$ 22,181	69.31%
Planning Building & Eng Fees	\$ 5,191,000	\$ 3,056,851	58.89%
Intergovernmental	\$ 2,607,000	\$ 2,060,893	79.05%
Charges for Services	\$ 241,500	\$ 372,047	154.06%
Recreation	\$ 121,000	\$ 132,905	109.84%
Utility Revenue	\$ -	\$ 6,369	0.00%
Fines & Forfeitures	\$ 15,000	\$ 17,113	114.09%
Other Revenues	\$ 345,500	\$ 500,976	145.00%
Interfund Transfers	\$ 2,601,143	\$ 1,621,144	62.32%
Special Revenues & Resources	\$ 900,000	\$ 1,333,257	148.14%
Use of Fund Reserves	\$ 1,785,802.00	-	0%

General Fund Expenditures

Budget: \$ 35,443,211
Expenditures to Date: \$ 17,320,815
Percent of Total Budget Expended: 49%
Percent of Year Completed: 67%



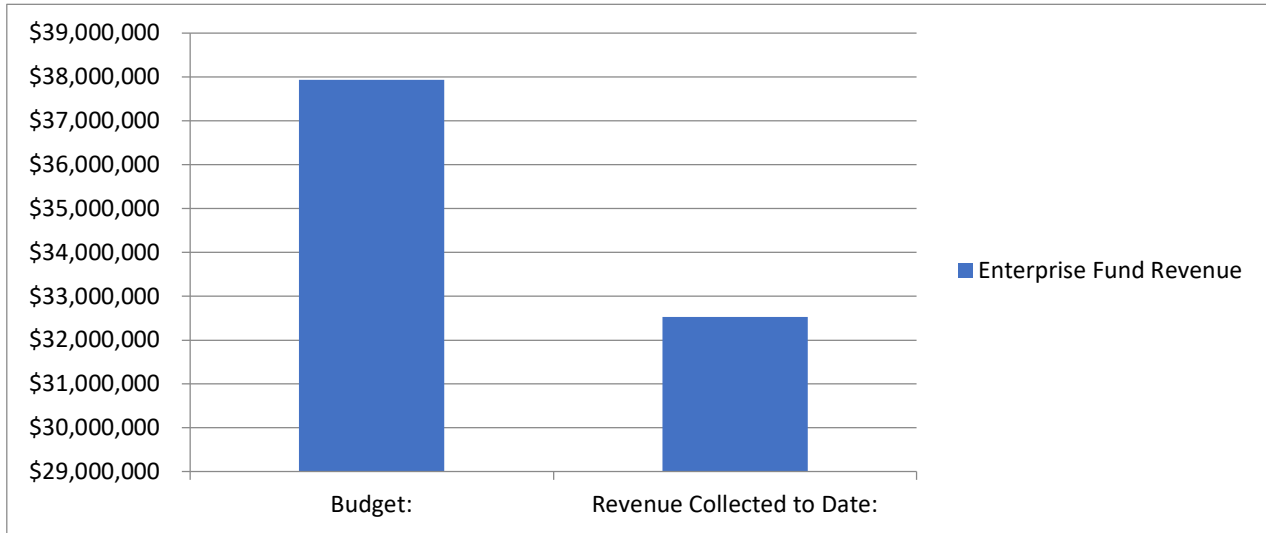
Expense Analysis

				% Yr.	
		Budget	To Date	% Expended	Completed
11	General Government	\$ 5,346,524	\$ 3,198,096	60%	67%
18	Community Services	\$ 5,700,535	\$ 2,917,062	51%	67%
19	General Government	\$ 2,413,883	\$ 1,486,137	62%	67%
21	Public Safety	\$ 7,724,349	\$ 3,554,820	46%	67%
31	Community Development	\$ 362,430	\$ 203,779	56%	67%
32	Community Development	\$ 1,244,975	\$ 837,831	67%	67%
33	Community Development	\$ 1,998,420	\$ 1,326,529	66%	67%
41	Public Services	\$ 8,450,222	\$ 3,796,562	45%	67%
61	Interfund Transfers	\$ 2,201,873.00	0	0%	67%

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 37,933,756
Revenue Collected to Date: \$ 32,524,986
Percent of Total Budget Collected: 86%
Percent of Year Completed: 67%



Revenue Analysis

				% Yr.	
		Budget	To Date	% Received	Completed
51	Water Fund	\$ 18,079,706	\$ 21,421,208	118%	67%
52	Sewer Fund	\$ 15,494,723	\$ 7,952,423	51%	67%
57	Solid Waste Fund	\$ 2,773,384	\$ 1,937,170	70%	67%
59	Storm Drain Fund	\$ 1,585,943	\$ 1,214,185	77%	67%

Fund 51 - Water Fund:

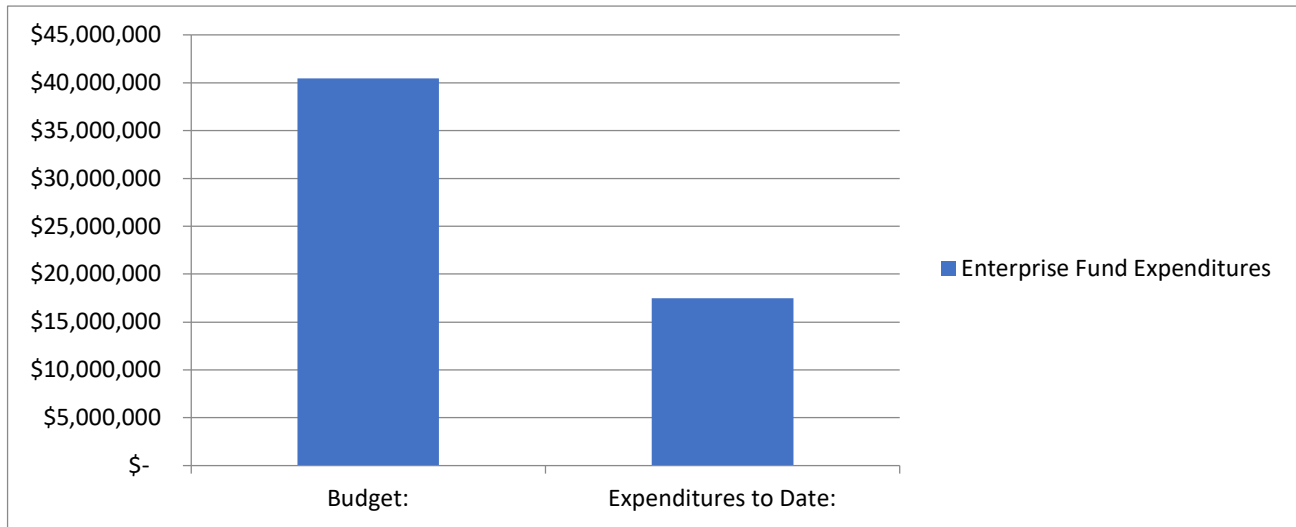
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	40,438,472
Expenditures to Date:	\$	17,481,423
Percent of Total Budget Expended:		43%
Percent of Year Completed:		67%



Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
51	Water Fund	\$ 19,390,109	\$ 8,672,574	45%	67%
52	Sewer Fund	\$ 16,208,032	\$ 6,379,620	39%	67%
57	Solid Waste Fund	\$ 2,773,384	\$ 1,709,417	62%	67%
59	Storm Drain Fund	\$ 2,066,947	\$ 719,813	35%	67%

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 2/28/2025	Committed Balance	Available Balance	Projected Available Balance by 6/30/2025**
11 - Water Impact Fee Fund	\$26,693,715	\$23,522,270	\$3,171,445	\$3,547,370
12 - Wastewater Impact Fee Fund	\$6,611,560	\$3,647,673	\$2,963,887	\$3,943,076
15 - Parks/Trails Impact Fee Fund	\$6,387,064	\$1,250,000	\$5,137,064	\$5,820,235
16- Public Safety Impact Fee Fund	\$574,082	\$10,000	\$564,082	\$705,559
17 -Stormwater Impact Fee Fund	\$3,199,574	\$2,015,300	\$1,184,274	\$1,339,750
18 -Transportation Impact Fee Fund	\$2,207,999	\$4,068,371	(\$1,860,373)	(\$1,029,687)

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

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



*Tentative Upcoming Agenda Items for
City Council Information
March 18, 2025*

Development Projects

- Harmony A-13, A-14, and A-16 Site Plans
- 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

Other Items

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

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