EAGLE MOUNTAIN
CITY COUNCIL MEETING

DECEMBER 2, 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. DISCUSSION - Procedure and Timing for Upcoming Vacancies - Gina Olsen, City Recorder
   (*anticipated time 15 minutes)*

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 ITMES/UPCOMING EVENTS

7. APPOINTMENTS

   7.A. Library Advisory Board

   1. Josh Biagio - Three-year Term, January 2026 through December 2028
   2. Emily Hoehne - Three-year Term, January 2026 through December 2028
   3. Dani McKean - Three-year Term, January 2026 through December 2028

7.B. Planning Commission Appointments

1. Jason Allen - One-year Term, January 2026 through December 2026
2. Bryan Free - One-year Term, January 2026 through December 2026
3. Brent Strong - Three-year Term, January 2026 through December 2028

8. PUBLIC COMMENTS

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

9. CITY COUNCIL/MAYOR ITEMS

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

10. PROCLAMATIONS

10.A. PROCLAMATION - Proclaiming Utah PTA Centennial Celebration Month

CONSENT AGENDA

11. BOND RELEASES

11.A. Firefly NPA 8, Offsite Sewer - Into Warranty

11.B. Parkway Fields Phase D, Plat 2 - Into Warranty

12. MINUTES

12.A. October 28, 2025 Minutes - Joint Planning Commission Special Session

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC

13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2026 City Council Meeting Schedule

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

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

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* A proposed Master Development Plan and Rezone for the Spring Run Plaza project, located at the northeast corner of SR-73 and Spring Run Parkway (Parcel ID: 58:033:0628).

14.B. PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions

BACKGROUND: *(Presented by Planner, Steven Lehmitz)* This proposal amends EMMC related to standards for alternative animal management plans. It also clarifies exceptions to accessory dwelling unit standards, and public hearing requirements for variances and land use appeals.

14.C. PUBLIC HEARING / ORDINANCE – An Ordinance of Eagle Mountain, Utah, Amending the General Plan for Moderate Income Housing

BACKGROUND: *(Presented by Long Range Planner, Elizabeth Fewkes)* This ordinance amends Chapter 9 of the General Plan, Amending Moderate Income Housing (MIH) Strategy 5 to correct an unintentional omission of the word "other" to fulfill State requirements for strategies to reflect the exact wording found in Utah Code 10-9a-403(2)(b)(iii)(W) and to prevent misinterpretation.

15. RESOLUTIONS

15.A. PUBLIC HEARING / RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan

BACKGROUND: *(Presented by Community Development Director, Brandon Larsen)* Eagle Mountain City is proposing an updated annexation policy plan that identifies six (6) areas of unincorporated Utah County that Eagle Mountain City would potentially consider for annexation. A series of criteria and considerations are also included in the document to facilitate analysis and decision-making for annexation proposals.

16. ORDINANCES

16.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Chapter 3.45, "Recreation, Arts, and Park Tax", of the Eagle Mountain City Municipal Code

BACKGROUND: *(Presented by City Attorney, Marcus Draper)* On November 4, 2025, Eagle Mountain voters approved the imposition of a Recreation, Arts, and Parks (RAP) Tax. After canvassing the results on November 18, 2025, the City Council confirmed the measure passed. State law requires the Council to formally enact the tax by ordinance, which is now presented for consideration.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

18. 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.

19. COMMUNICATION ITEMS

19.A. Upcoming Agenda Items

20. ADJOURNMENT

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

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 26 day of November, 2025, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.eaglemountain.gov, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

PROCLAMATION
UTAH PTA CENTENNIAL CELEBRATION MONTH

WHEREAS, the Parent-Teacher Association (PTA) began its national advocacy in 1897 and has, for more than a century, elevated families' voices in education, strengthened school communities, and championed the well-being and academic success of every child; and

WHEREAS, the Utah PTA was formally established in 1925 and is celebrating its 100th anniversary this year—marking a century of volunteerism, parent engagement, teacher collaboration, and statewide leadership supporting public education;

WHEREAS, PTA volunteers across Utah, including those serving Eagle Mountain schools, dedicate countless hours to supporting students, improving communication between families and educators, and fostering safe, inclusive, enriching learning spaces; and

WHEREAS, strong parent-teacher partnerships can contribute directly to student achievement, community connection, and a thriving educational environment for current and future generations; and

WHEREAS, Eagle Mountain City honors the commitment, service, and legacy of the PTA and acknowledges the positive impact PTA members have made—and continue to make—within our local schools and neighborhoods;

NOW, THEREFORE, the Mayor and City Council of Eagle Mountain City hereby proclaim December 2025 as "UTAH PTA CENTENNIAL CELEBRATION MONTH" in Eagle Mountain City and encourage all residents to join, and /or recognize, appreciate, and support the ongoing work of PTA volunteers, leaders, and partners who strengthen education and community life.

Dated this 2nd day of December, 2025.

Tom Westmoreland, Mayor	Donna Burnham, City Councilmember
Melissa Clark, City Councilmember	Jared Gray, City Councilmember
Rich Wood, City Councilmember	Brett Wright, City Councilmember

© 2019 Great Papers

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

ENGINEERING

Tuesday, November 25, 2025

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

SUBJECT: **Firefly NPA 8 Offsite sewer 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, PE
Engineering Director
Eagle Mountain City

Cc: Gina Olsen, City Recorder

BOND RELEASE REQUEST LETTER
Firefly NPA 8 Offsite Sewer Bond

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

2nd Bond Release		
Original Bond Amount:	$	270,050.00
Previous Release Amount:	$	122,750.00
Amount to Release this Period:	$	122,750.00
Amount Remaining in Bond :	$	24,550.00

Bond Releases Summary		
#1	$	122,750.00
#2	$	122,750.00
#3	$	-
#4	$	-
TOTAL	$	245,500.00

11/25/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	**OFFSITE SEWER**									
a	18" Sewer pipe	2500	LF	$75.00	$187,500.00	1,250	1250	100%	$93,750.00	$187,500.00
b	Pole Canyon tie in	1	LS	$9,000.00	$9,000.00	1	0.5	100%	$4,500.00	$9,000.00
c	60" precast sewer manholes	3	EA	$4,500.00	$13,500.00	2	1.5	100%	$6,750.00	$13,500.00
d	60" sewer manholes	6	EA	$5,000.00	$30,000.00	3	3	100%	$15,000.00	$30,000.00
e	Asphalt patch	1	LS	$5,500.00	$5,500.00	1	0.5	100%	$2,750.00	$5,500.00
	TOTAL CONSTRUCTION COST				**$245,500.00**					
	10% Bond Coverage				$24,550.00					
						Released this Period			$122,750.00	
	TOTAL BOND AMOUNT:				**$270,050.00**					

Vince Hogge, P.E.
Engineering Director

11-25-2025
Date

Robert Ballif
Engineering Tech. II

11/25/25
Date

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

DATE:	Tuesday, November 25, 2025
TO:	Chris Cozens
FROM:	Robert Ballif – Engineering Assistant
SUBJECT:	**Firefly NPA 8 Offsite sewer entering warranty-updated**

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

Robert Ballif-Engineering Tech. II
Dax Roundy-Candlelight Homes

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

General Notes:

1. ~~ACAD as build files.~~

Offsite sewer:

1. ~~Any manholes that have lettering on them, i.e. 'B' for band, 'C' for clean to be fixed. 2 manholes are buried and need to be exposed.~~
2. ~~Tie in manhole to have the patch placed and grind down the edge so there is no puddling in the tie in point.~~
3. ~~Slope the material away from the manholes to prevent water getting into the manhole or settle the manhole area. See detail 3 on the plans.~~
4. ~~Place roadway to the offsite sewer manholes. See detail 4 on the plans.~~

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

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

ENGINEERING

Thursday, November 20, 2025

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

SUBJECT: **Parkway Fields phase 'D' plat 2 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

BOND RELEASE REQUEST LETTER
Pakway Fields phase 'D' plat 2
Reduced
Revised

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

1st Bond Release		
Original Bond Amount:	$	707,152.58
Previous Release Amount:	$	-
Amount to Release this Period:	$	300,967.39
Amount Remaining in Bond :	$	406,185.19

Bond Releases Summary		
#1	$	300,967.39
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	300,967.39

11/1/2025

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED Previous Period	This Period	% to date	MONIES RELEASED This Period	To Date
1	MOBILIZATION/MISC.										
a	Mobilization	1	0.25	LS	$10,000.00	$2,500.00	0	1	100%	$2,500.00	$2,500.00
b	Clear & grub	383598	95899.5	SF	$0.05	$4,794.98	0	383598	100%	$4,794.98	$4,794.98
c	Traffic control	1	0.25	LS	$1,000.00	$250.00	0	1	100%	$250.00	$250.00
d	Site cut/fill	35519	8879.75	CY	$4.25	$37,738.94	0	35519	100%	$37,738.94	$37,738.94
e	SWPPP	1	0.25	LS	$35,625.00	$8,906.25	0	1	100%	$8,906.25	$8,906.25
2	ROAD & CONCRETE										
a	3" asphalt	140000	0	SF	$2.05	$0.00	0	140000	100%	$0.00	$0.00
b	8" road base	140000	0	SF	$1.25	$0.00	0	140000	100%	$0.00	$0.00
c	9" subbase	8200	0	TON	$16.25	$0.00	0	8200	100%	$0.00	$0.00
d	30" type 'A' high back curb w/base	1623	0	LF	$28.50	$0.00	0	1623	100%	$0.00	$0.00
e	30" type 'D' modified curb w/base	7761	0	LF	$28.50	$0.00	0	7761	100%	$0.00	$0.00
f	Sidewalk prep. w/base	61047	30523.5	SF	$1.50	$45,785.25	0	61047	100%	$45,785.25	$45,785.25
g	6" sidewalk 8' wide (Pkwy Blvd.)	12535	6267.5	SF	$6.25	$39,171.88	0	12535	100%	$39,171.88	$39,171.88
h	6" sidewalk 5' wide (Local St.)	39116	19558	SF	$6.25	$122,237.50	0	39116	100%	$122,237.50	$122,237.50
i	ADA ramps	18	9	EA	$1,650.00	$14,850.00	0	18	100%	$14,850.00	$14,850.00
j	Gass crossing	1	0.5	EA	$1,500.00	$750.00	0	1	100%	$750.00	$750.00
k	Power crossing	1	0.5	EA	$2,000.00	$1,000.00	0	1	100%	$1,000.00	$1,000.00
l	Irr. Crossing	1	0.5	EA	$1,500.00	$750.00	0	1	100%	$750.00	$750.00
m	Rough grade	289768	144884	SF	$0.15	$21,732.60	0	289768	100%	$21,732.60	$21,732.60
n	Sawcut	1	0.5	LS	$1,000.00	$500.00	0	1	100%	$500.00	$500.00
3	CULINARY WATER										
a	Connect to existing	2	0	EA	$2,500.00	$0.00	0	2	100%	$0.00	$0.00
b	12" PVC C-900 water line	806	0	LF	$78.35	$0.00	0	806	100%	$0.00	$0.00
c	8" PVC C-900 water line	4221	0	LF	$50.00	$0.00	0	4221	100%	$0.00	$0.00
d	3/4" service	87	0	EA	$2,125.00	$0.00	0	87	100%	$0.00	$0.00
e	Stub & plug 12" pipe	1	0	EA	$750.00	$0.00	0	1	100%	$0.00	$0.00
f	Stub & plug 8" pipe	3	0	EA	$750.00	$0.00	0	3	100%	$0.00	$0.00
g	Fire hydrant	9	0	EA	$8,900.00	$0.00	0	9	100%	$0.00	$0.00
h	12" CW butterfly valve	4	0	EA	$3,375.00	$0.00	0	4	100%	$0.00	$0.00
i	12" CW cross	1	0	EA	$3,250.00	$0.00	0	1	100%	$0.00	$0.00
j	12" CW tee	1	0	EA	$2,800.00	$0.00	0	1	100%	$0.00	$0.00
k	8" CW gate valve	20	0	EA	$2,900.00	$0.00	0	20	100%	$0.00	$0.00
l	8" CW cross	1	0	EA	$1,850.00	$0.00	0	1	100%	$0.00	$0.00
m	8" CW tee	4	0	EA	$1,500.00	$0.00	0	4	100%	$0.00	$0.00
n	8" CW bend	4	0	EA	$1,000.00	$0.00	0	4	100%	$0.00	$0.00
o	Temp. blowoff	3	0	EA	$1,300.00	$0.00	0	3	100%	$0.00	$0.00
p	2" PI lateral service	1	0	EA	$5,250.00	$0.00	0	1	100%	$0.00	$0.00
4	PI WATER										
a	Connect to existing	1	0	EA	$2,500.00	$0.00	0	1	100%	$0.00	$0.00
b	8" PVC C-900 water line	176	0	LF	$52.00	$0.00	0	176	100%	$0.00	$0.00
c	6" PVC C-900 water line	4661	0	LF	$44.00	$0.00	0	4661	100%	$0.00	$0.00
d	1" service	76	0	EA	$2,725.00	$0.00	0	76	100%	$0.00	$0.00
e	Stub & plug 8" pipe	1	0	EA	$750.00	$0.00	0	1	100%	$0.00	$0.00
f	Stub & plug 6" pipe	3	0	EA	$750.00	$0.00	0	3	100%	$0.00	$0.00
g	8" PI gate valve	2	0	EA	$2,900.00	$0.00	0	2	100%	$0.00	$0.00
h	8" PI cross	1	0	EA	$1,850.00	$0.00	0	1	100%	$0.00	$0.00
i	8" PI tee	1	0	EA	$1,500.00	$0.00	0	1	100%	$0.00	$0.00
j	6" gate valve	19	0	EA	$2,400.00	$0.00	0	19	100%	$0.00	$0.00
k	6" PI cross	1	0	EA	$1,550.00	$0.00	0	1	100%	$0.00	$0.00
l	6" PI tee	5	0	EA	$1,200.00	$0.00	0	5	100%	$0.00	$0.00
m	6" PI bend	4	0	EA	$875.00	$0.00	0	4	100%	$0.00	$0.00
n	Temp. blowoff	4	0	EA	$1,300.00	$0.00	0	4	100%	$0.00	$0.00
o	2" PI drain	3	0	EA	$2,750.00	$0.00	0	3	100%	$0.00	$0.00
5	SEWER										
a	Connect to existing	1	0	EA	$2,200.00	$0.00	0	1	100%	$0.00	$0.00
b	15" sewer main w/bedding	806	0	LF	$204.50	$0.00	0	806	100%	$0.00	$0.00
c	10" sewer main w/bedding	1634	0	LF	$77.80	$0.00	0	1634	100%	$0.00	$0.00
d	8" sewer main w/bedding	2321	0	LF	$51.00	$0.00	0	2321	100%	$0.00	$0.00
e	4" SS lateral (off 10" pipe)	15	0	EA	$1,850.00	$0.00	0	15	100%	$0.00	$0.00
f	4" SS lateral (off 8" pipe)	61	0	EA	$1,525.00	$0.00	0	61	100%	$0.00	$0.00
g	60" SSMH	6	0	EA	$7,200.00	$0.00	0	6	100%	$0.00	$0.00
h	48" SSMH	13	0	EA	$5,300.00	$0.00	0	13	100%	$0.00	$0.00
6	STORM DRAIN										
a	Connect to existing	2	0	EA	$1,800.00	$0.00	0	2	100%	$0.00	$0.00
b	30" storm drainpipe w/bedding	413	0	LF	$131.50	$0.00	0	413	100%	$0.00	$0.00
c	24" storm drainpipe w/bedding	1348	0	LF	$125.50	$0.00	0	1348	100%	$0.00	$0.00
d	18" storm drainpipe w/bedding	943	0	LF	$79.00	$0.00	0	943	100%	$0.00	$0.00
e	15" storm drainpipe w/bedding	1141	0	LF	$73.00	$0.00	0	1141	100%	$0.00	$0.00
f	15" perforated pipe w/bedding	116	0	LF	$75.00	$0.00	0	116	100%	$0.00	$0.00
g	12" storm drainpipe w/bedding	688	0	LF	$70.00	$0.00	0	688	100%	$0.00	$0.00
h	3x3 storm box	1	0	EA	$3,850.00	$0.00	0	1	100%	$0.00	$0.00
i	72" SDMH	1	0	EA	$6,250.00	$0.00	0	1	100%	$0.00	$0.00
j	60" SDMH	7	0	EA	$4,965.00	$0.00	0	7	100%	$0.00	$0.00
k	Curb inlet	18	0	EA	$3,090.00	$0.00	0	18	100%	$0.00	$0.00
l	Combo box	19	0	EA	$6,425.00	$0.00	0	19	100%	$0.00	$0.00
m	Snout	2	0	EA	$4,200.00	$0.00	0	2	100%	$0.00	$0.00
n	Retention pond	1	0	LS	$18,950.00	$0.00	0	1	100%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					$300,967.39					
	Original 10% Bond Coverage					$406,185.19	Released this Period			$300,967.39	
	TOTAL BOND AMOUNT:					$707,152.58					

APPROVED BY EAGLE MOUNTAIN:

Vince Hoggan P.E.
Engineering Director

11-24-2025
Date

Robert Ballif
Engineering Tech. II

11/20/25
Date

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

ENGINEERING

DATE: Thursday, November 20, 2025
TO: Will Welsh
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: Parkway Fields phase D plat 2 entering warranty-Updated

---

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

Robert Ballif-Engineering Tech. II

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

General Notes:

1. ~~ACAD as build files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
3. Check sidewalk at exit warranty.
4. ~~Missing property pins and sewer, irrigation & water stamps.~~
5. ~~Crack seal all phase lines.~~
6. ~~Place street and stop signs.~~

Badger Ave.:

1. ~~Lot #4230 add expansion board to sidewalk. Marked on the west side of property on the sidewalk.~~
2. ~~Lot #4231 missing the sewer stamp & board.~~
3. Sections of sidewalk to look at exit.
4. ~~Lot #4219 sewer manhole clean.~~
5. ~~Missing property pins, water, sewer & irrigation stamps.~~

Jack Rabbit Lane:

1. Lot #4208 sections of sidewalk to look at exit.
2. ~~Storm drain manhole at intersection of Badger under dirt to be cleaned. Clean dirt off the road. Remove the steps you cannot reach & place steps in location so we can reach.~~

Palisade Ave.:

1. ~~Missing property pins, water, sewer & irrigation stamps.~~
2. ~~Lot #4213 sewer manhole to have sewer lid and not storm drain.~~
3. ~~Lot #'s 4214 & 4215 the water and irrigation cans are on the wrong property. Need to be moved and 4214 shows 2 sewer laterals.~~
4. ~~Tie in sewer manhole & water valve clean at south end.~~
5. ~~Irrigation vault for open space to have a water lid and not a storm drain lid.~~

Mule Deer Ln.:

1. ~~Missing property pins, water, sewer & irrigation stamps.~~
2. ~~Intersection of Palisades storm drain manhole clean.~~

Otter Lane:

1. ~~Missing property pins, water, sewer & irrigation stamps.~~
2. ~~South end tie in sewer & storm drain collars to be replaced.~~
3. ~~Lot #'s 4277, 4278, 4279, 4280, 7281 & 4282 water & irrigation cans are on the wrong property, need to be moved.~~

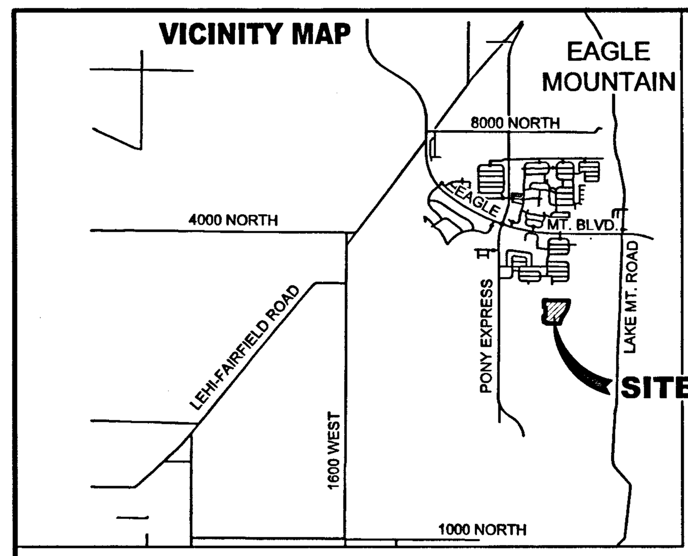
2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

Harlequin Ave.:

1. ~~Missing property pins, water, sewer & irrigation stamps.~~
2. ~~Sewer tie in manhole to the west collar replace.~~
3. ~~Lot # 4251 clean storm drain combo.~~

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

VICINITY MAP



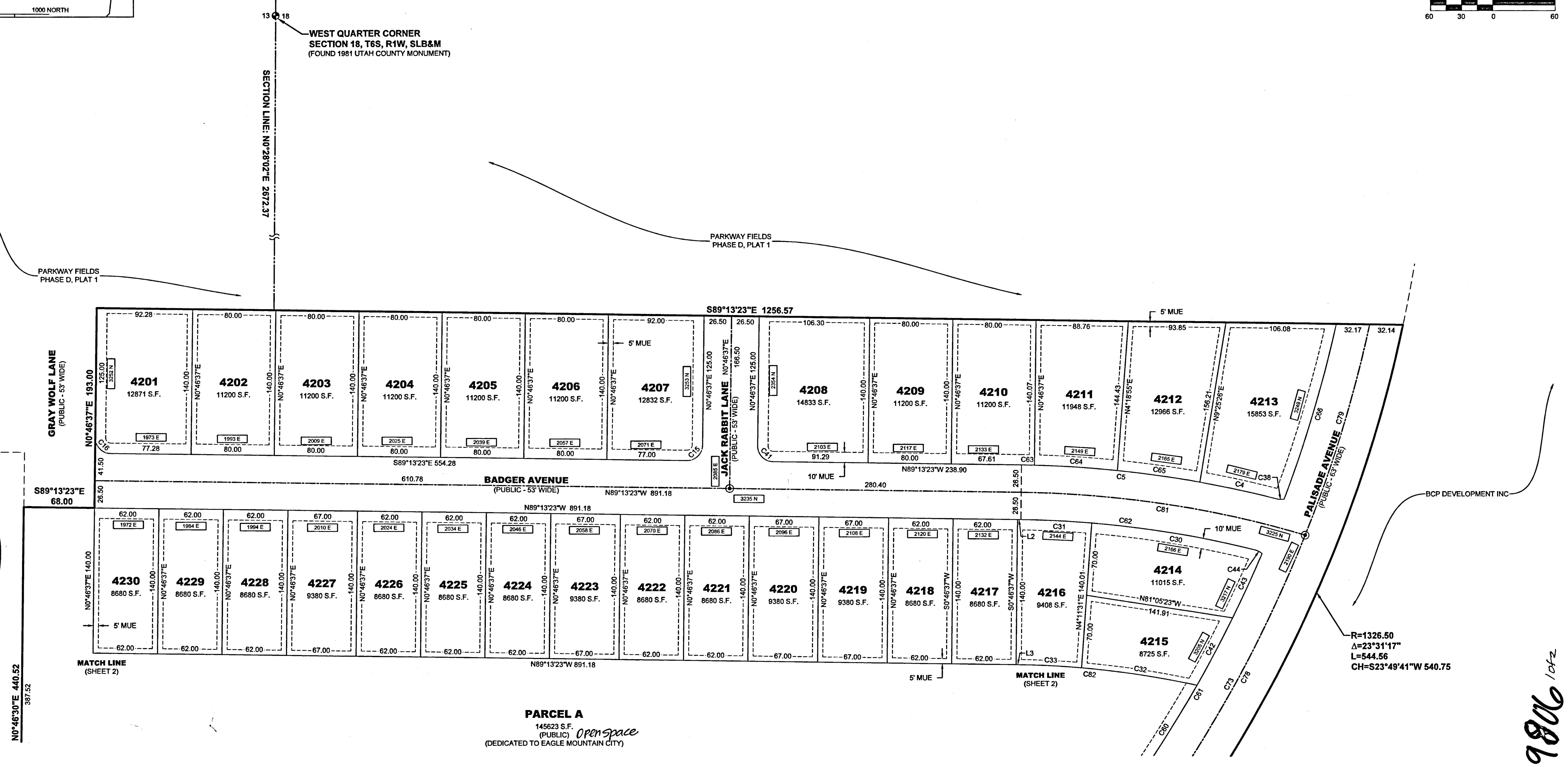
NOTES:

1. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL COMMON AREAS ARE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS.
3. DRIVEWAYS FOR LOTS 4204, 4207, 4210, 4217, 4222, 4226, 4240, 4247, 4251, 4264, & 4282 SHALL BE DESIGNED TO AVOID CONFLICT WITH STORM WATER INLETS WHERE APPLICABLE.
4. PARCEL A IS DEDICATED TO EAGLE MOUNTAIN CITY.

NORTH

SCALE: 1" = 60'

60 30 0 60



19806 1 of 2

LEGEND

(solid heavy line)	BOUNDARY LINE
(dash-dot line)	CENTERLINE
(short dashed line)	EASEMENT LINE
(long dashed line)	FUTURE LOT LINES
(solid line)	PROPOSED LOT LINES
(symbol)	EXISTING MONUMENT
(symbol)	PROPOSED MONUMENT
N/A	NO ACCESS

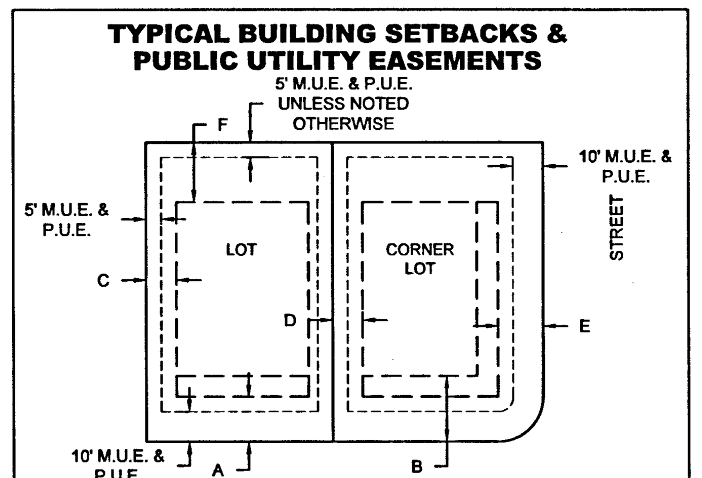
TABULATIONS

TOTAL ACREAGE:	27.43 ACRES
TOTAL ACREAGE IN LOTS:	18.27 ACRES
TOTAL ACREAGE IN ROW:	5.80 ACRES
TOTAL OPEN SPACE:	3.34 ACRES
TOTAL IMPROVED OPEN SPACE:	3.34 ACRES
OVERALL DENSITY:	2.99 LOTS/ACRE
TOTAL # OF LOTS:	82 LOTS
TOTAL IMPROVED ROAD SURFACE (TBC TO TBC):	155,269 SQ. FT.
TOTAL # OF STREET LIGHTS:	13 STREET LIGHTS
RC - SMALLEST LOT SIZE:	6,090 SF - 0.14 ACRES
RC - LARGEST LOT SIZE:	7,272 SF - 0.17 ACRES
RC - AVERAGE LOT SIZE:	6,285 SF - 0.15 ACRES
R2 - SMALLEST LOT SIZE:	11,200 SF - 0.26 ACRES
R2 - LARGEST LOT SIZE:	15,854 SF - 0.31 ACRES
R2 - AVERAGE LOT SIZE:	12,056 SF - 0.28 ACRES
R3 - SMALLEST LOT SIZE:	7,440 SF - 0.17 ACRES
R3 - LARGEST LOT SIZE:	14,864 SF - 0.34 ACRES
R3 - AVERAGE LOT SIZE:	9,075 SF - 0.21 ACRES

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

SINGLE FAMILY LOTS	R2 LOTS 4201-4213 & 4245-4254	R3 LOTS 4214-4244 & 4255-4276	RC LOTS 4277-4282
FRONT LIVING SETBACK (A)	25 Ft	15 Ft	15 Ft
FRONT GARAGE SETBACK (B)	25 Ft	22 Ft	22 Ft
GARAGE SIDE SETBACK (C)	10 Ft	10 Ft	10 Ft
INTERIOR SIDE (D)	8 Ft	8 Ft	8 Ft
STREET SIDE SETBACK (E)	15 Ft	15 Ft	15 Ft
REAR SETBACK (F)	20 Ft	20 Ft	20 Ft

TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS



ENBRIDGE GAS UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE 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 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.

APPROVED THIS 11 DAY OF February, A.D. 2025. BY- [signature]

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH TITLE- Pre Con Rep II

COMCAST ACCEPTANCE

[COMCAST ENTITY] APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. [COMCAST ENTITY] DOES NOT WARRANT THE LOCATION OF ANY PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATION, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PROVISION OF TELECOMMUNICATIONS SERVICES OR THE TERMS OF SUCH SERVICES.

[signature] 1/21/25
COMCAST ENTITY DATE

DIRECT COMMUNICATIONS APPROVAL

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

Marjorie Clifford 1/21/25
DIRECT COMMUNICATIONS DATE

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. §17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE M.U.E 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
(4) ANY OTHER PROVISION OF LAW.

[signature] 1/22/25
ROCKY MOUNTAIN POWER DATE

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARKWAY FIELDS PHASE C PLAT 1, DESCRIBED IN ENTRY NUMBER 78690:2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER LOCATED N00°28'02"E ALONG THE SECTION LINE 326.65 FEET AND EAST 608.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N89°54'05"W BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 18, T6S, R1W, SLB&M); THENCE ALONG THE NORTHERLY LINE OF SAID PLAT THE FOLLOWING THREE (3) COURSES: N89°09'35"W 782.86 FEET; THENCE N00°46'37"E 88.40 FEET; THENCE N89°13'23"W 158.00 FEET; THENCE N00°46'37"E 364.77 FEET; THENCE S89°09'35"E 90.02 FEET; THENCE N00°46'30"E 440.52 FEET; THENCE S89°13'23"E 68.00 FEET; THENCE N00°46'37"E 193.00 FEET; THENCE S89°13'23"E 1256.57 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 544.56 FEET WITH A RADIUS OF 1326.50 FEET THROUGH A CENTRAL ANGLE OF 23°31'17", CHORD: S23°49'41"W 540.75 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 514.81 FEET WITH A RADIUS OF 1773.50 FEET THROUGH A CENTRAL ANGLE OF 16°37'54", CHORD: S27°16'23"W 513.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 135.00 FEET WITH A RADIUS OF 973.50 FEET THROUGH A CENTRAL ANGLE OF 07°56'45", CHORD: S14°59'03"W 134.90 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±27.43 ACRES
1,194,965 SQ. FT.

JAN 16, 2025 [signature]
DATE SURVEYOR (See Seal Below)

OWNERS DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, including Parcel A dedicated to Eagle Mountain City.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 21st DAY OF January, A.D. 2025

[signature]
Nate Hutchinson, Authorized Signor
BCP Development, Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THIS 21 DAY OF Jan, 2025, PERSONALLY APPEARED BEFORE ME Nate Hutchinson WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRED, DID SAY THAT HE/SHE IS THE Authorized Signer OF BCP Development, Inc AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID Nate Hutchinson ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

[signature]
NOTARY PUBLIC FULL NAME: Matt Rasband
COMMISSION NUMBER: 718363
MY COMMISSION EXPIRES: 6/11/25
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 14 DAY OF July A.D. 2025

[signature] [signature]
APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

APPROVED [signature] ATTEST [signature]
ENGINEER (See Seal Below) CLERK-RECORDER (See Seal Below)

COUNTY RECORDER STAMP

ENT 52091:2025 MAP# 19806
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jul 14 12:01 PM FEE 266.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY

PARKWAY FIELDS
PHASE D, PLAT 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST. SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60' SHEET 1 OF 2

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH, PROFESSIONAL LAND SURVEYOR, CHAD A. POULSEN, No. 501182, 1/16/2025	MATT RASBAND, NOTARY PUBLIC • STATE OF UTAH, COMMISSION# 718363, COMM. EXP. 06-11-2025	PROFESSIONAL ENGINEER, No. 5148730-2202, VINCE R. HOGGE, 1-22-2025, STATE OF UTAH	EAGLE MOUNTAIN CORPORATE SEAL

This form approved by Utah County and the municipalities therein. LEI #19-0046

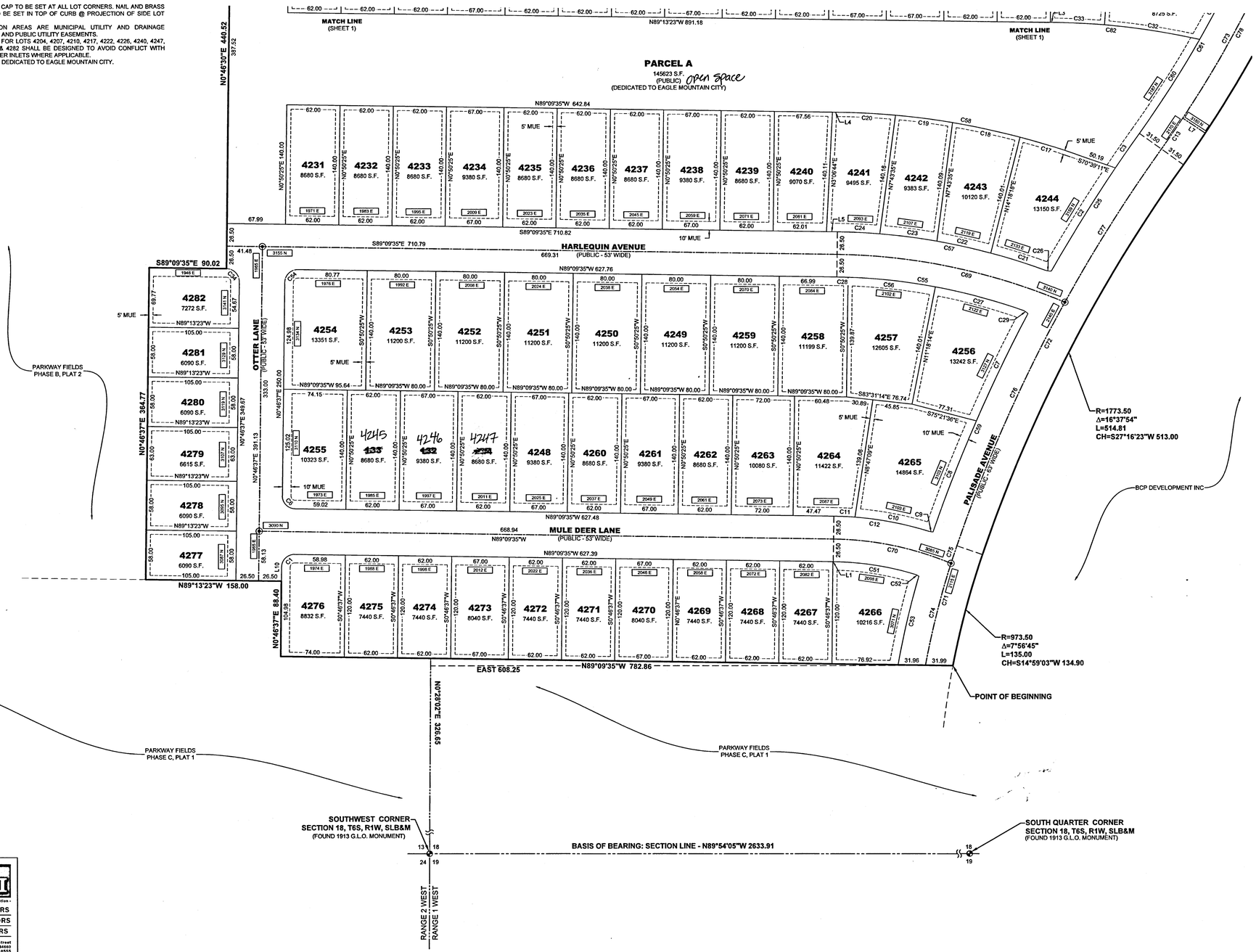
Sec 13, T6S, R2W and Sec 18, T6S, R1W SLB+M TU038 JW

LEGEND

- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- FUTURE LOT LINES
- PROPOSED LOT LINES
- EXISTING MONUMENT
- PROPOSED MONUMENT
- N/A — NO ACCESS

NOTES:

1. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL COMMON AREAS ARE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS.
3. DRIVEWAYS FOR LOTS 4204, 4207, 4210, 4217, 4222, 4226, 4240, 4247, 4251, 4264, & 4282 SHALL BE DESIGNED TO AVOID CONFLICT WITH STORM WATER INLETS WHERE APPLICABLE.
4. PARCEL A IS DEDICATED TO EAGLE MOUNTAIN CITY.



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°03'48"	23.58	S45°48'31"W 21.22
C2	1836.50	4°25'59"	142.09	S31°50'10"W 142.06
C3	1836.50	1°32'10"	49.24	S34°49'15"W 49.23
C4	1026.50	4°14'26"	75.97	N77°29'03"W 75.96
C5	1026.50	13°51'34"	248.30	N82°17'36"W 247.70
C6	15.00	89°56'12"	23.55	S44°11'29"E 21.20
C7	1836.45	4°20'32"	139.17	S25°40'36"W 139.14
C8	1836.45	4°21'09"	139.51	S21°19'46"W 139.48
C9	15.00	17°20'46"	4.54	S81°25'28"E 4.52
C10	393.50	12°50'02"	88.14	N79°10'06"W 87.96
C11	393.50	3°34'27"	24.55	N87°22'21"W 24.54
C12	393.50	16°24'29"	112.69	N80°57'20"W 112.30
C13	1295.00	1°56'36"	43.92	N34°37'02"E 43.92
C15	15.00	90°00'00"	23.56	N45°46'37"E 21.21
C16	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C17	866.50	4°23'14"	66.35	N72°50'49"W 66.33
C18	866.50	5°18'41"	80.33	N77°41'46"W 80.30
C19	866.50	4°25'53"	67.02	N82°34'03"W 67.00
C20	866.50	4°22'35"	66.19	N86°58'17"W 66.17
C21	726.50	5°10'32"	65.62	N72°19'36"W 65.60
C22	726.50	5°04'01"	64.25	N77°26'52"W 64.23
C23	726.50	5°17'09"	67.03	N82°37'28"W 67.00
C24	726.50	3°53'33"	49.35	N87°12'49"W 49.35
C25	1836.50	5°58'09"	191.33	S32°36'15"W 191.24
C26	21.00	21°57'03"	8.05	S80°42'52"E 8.00
C27	673.50	8°58'18"	105.46	N74°51'32"W 105.35
C28	673.50	1°06'26"	13.01	N88°36'22"W 13.01
C29	15.00	27°28'18"	7.19	N56°38'15"W 7.12
C30	973.50	9°23'13"	159.49	N80°30'58"W 159.31
C31	973.50	4°00'48"	68.19	N87°12'59"W 68.18
C32	833.50	7°42'46"	112.21	N81°15'09"W 112.12
C33	833.50	4°06'50"	59.85	N87°09'58"W 59.83
C34	15.00	89°56'12"	23.55	N44°11'29"W 21.20
C38	15.00	26°29'50"	6.94	S88°36'47"E 6.88
C41	15.00	90°00'00"	23.56	S44°13'23"E 21.21
C42	1263.50	3°19'59"	73.50	N27°59'56"E 73.49
C43	1263.50	3°05'44"	68.27	N24°47'04"E 68.26
C44	15.00	28°51'06"	7.55	N61°23'49"W 7.47
C51	340.50	16°17'00"	96.77	N81°01'05"W 96.44
C52	15.00	18°15'09"	4.78	N63°45'01"W 4.76
C53	1036.50	5°54'29"	106.88	S13°20'28"W 106.83
C54	15.00	90°03'48"	23.58	S45°48'31"W 21.22
C55	673.50	18°47'12"	220.83	N79°45'59"W 219.84
C56	673.50	8°42'28"	102.36	N83°41'55"W 102.26
C57	726.50	19°25'15"	246.25	N79°26'58"W 245.08
C58	866.50	18°30'24"	279.88	N79°54'23"W 278.67
C59	1836.45	8°41'41"	278.68	S23°30'01"W 278.42
C60	1263.50	5°55'25"	130.63	N32°37'37"E 130.57
C61	1263.50	12°21'08"	272.39	N29°24'46"E 271.87
C62	973.50	13°24'01"	227.68	N82°31'22"W 227.16
C63	1026.50	0°41'30"	12.39	N88°52'38"W 12.39
C64	1026.50	4°27'49"	79.97	N86°17'58"W 79.95
C65	1026.50	4°27'48"	79.97	N81°50'10"W 79.95
C66	1255.29	8°04'18"	176.84	N16°38'52"E 176.69
C69	700.00	22°18'04"	272.46	N78°00'33"W 270.74
C70	367.00	21°56'06"	140.50	N78°11'31"W 139.65
C71	1005.00	8°16'04"	145.02	S14°49'24"W 144.90
C72	1805.00	16°37'54"	523.95	S27°16'23"W 522.11
C73	1295.00	13°48'02"	311.92	N28°41'18"E 311.17
C74	1005.00	7°01'56"	123.35	S14°12'19"W 123.27
C75	1005.00	1°14'08"	21.67	S18°20'22"W 21.67
C76	1805.00	9°53'54"	311.83	S23°54'22"W 311.44
C77	1805.00	6°44'00"	212.13	S32°13'19"W 212.00
C78	1295.00	21°17'59"	481.42	N22°59'44"E 478.65
C79	1295.00	9°26'32"	213.42	N17°04'01"E 213.17
C81	1000.00	15°52'12"	276.99	N81°17'17"W 276.10
C82	833.50	11°49'38"	172.06	N83°18'34"W 171.75

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N89°09'35"W	0.41
L2	N89°13'23"W	3.18
L3	N89°13'23"W	3.18
L4	N89°09'35"W	7.27
L5	S89°09'35"E	12.83
L7	S56°21'16"E	31.50
L10	N0°46'37"E	16.58

NORTH

SCALE: 1" = 60'

60 30 0 60

19806 2of2

ENT 52091:2025 MAP# 19806
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jul 14 12:01 PM FEE 264.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.0393
email: info@lei-eng.com
www.lei-eng.com

PARKWAY FIELDS

PHASE D, PLAT 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST. SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 60'

SHEET 2 OF 2

This form approved by Utah County and the municipalities therein.

LEI #19-0046

EAGLE MOUNTAIN
CITY COUNCIL / PLANNING COMMISSION
JOINT WORK MEETING MINUTES – SPECIAL SESSION

OCTOBER 28, 2025, 5:30 PM
EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005

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

PLANNING COMMISSION MEMBERS PRESENT: Commission Chair Jason Allen, and Commissioners Rod Hess, Robert Fox, Brent Strong, and Alternate Commissioner Bryan Free.

CITY STAFF PRESENT: Steve Mumford, Deputy City Manager; Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Gina Olsen, City Recorder; Kiara Polee, Affordable Housing Coordinator; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Elizabeth Fewkes, Planner; and Megan Green, Planning Secretary.

5:30 PM WORK SESSION – CITY COUNCIL CHAMBERS

Mayor Pro Tem Wright called the meeting to order at 5:30 PM. He noted Mayor Tom Westmoreland and Councilmember Gray were excused.

1. DISCUSSION ITEMS

1.A. DISCUSSION – Utah Housing Strategic Plan Update

The recording of the discussion can be found online here at 00:00:38.

City Planner Elizabeth Fewkes and Affordable Housing Coordinator Kiara Polee introduced the Utah Housing Strategic Plan and discussed the challenges in the housing market. Beth Fewkes mentioned the importance of balancing product availability for different income levels and income debt ratios. The City's mortgage assistance program and the need to use multiple tools like RDA funds, CDBG, and the HOME Consortium were discussed. It was noted the City is focusing on tactics rather than specific programs to address housing challenges.

Together, the City Council members, Planning Commissioners, Beth Fewkes, and Kiara Polee discussed the pros and cons of the different tactics.

Key points included the need for balanced housing products across income levels, It was noted that 29 loans have been awarded through the City's Mortgage Assistance Program (MAP). The

discussion emphasized the importance of consistent definitions for affordable housing and the challenges of state-level mandates. Concerns were raised about the impact of State policies on local infrastructure and the need for fair evaluation of City efforts. The potential benefits of modular housing and the importance of having consistent definitions and high architectural standards was reviewed.

Both Ms. Fewkes and Ms. Polee will provide feedback to the State on the proposed tactics from the City, emphasizing the need for flexibility, local control, and a focus on actual affordability rather than just production. Councilmembers indicated input should also be provided to the State regarding the need for context-sensitive approaches to water conservation, building codes, and other development standards, rather than one-size-fits-all solutions.

2. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 6:34 p.m. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote of 4:0.

The recording of the motion can be found online here at 01:04:40.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual.
ITEM TYPE:	Resolution
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING
No

PREPARED BY
John Magness, Policy and Management Analyst
Gina Olsen, City Recorder
Kimberly Ruesch, Finance Director
Marcus Draper, City Attorney

PRESENTED BY
John Magness

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Amending Section 5.40 (Employee Credit Card Policy) of the Eagle Mountain City Employee Policies and Procedures Manual

BACKGROUND:
Due to the City's significant employee growth in recent years, staff determined it was an appropriate time to update Eagle Mountain's Credit Card Policy to ensure proper internal controls. The current policy places most responsibilities within the City Manager's Office. The proposed revisions shift greater responsibility to Department Heads for overseeing their department's credit card use and authorized users. The updated policy also establishes clear guidelines for employees who are issued a City credit card.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Redlines

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING SECTION 5.40 (EMPLOYEE CREDIT CARD POLICY) OF THE EAGLE MOUNTAIN CITY EMPLOYEE POLICIES AND PROCEDURES MANUAL

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds it to be in the best interest of the City, its management, and its employees to periodically update and amend the Eagle Mountain City Policies and Procedures Manual to ensure clarity, accuracy, and consistency with current operational practices; and

WHEREAS, the City Council finds it necessary and appropriate to revise Section 5.40, Credit Cards, of the Eagle Mountain City Employee Policies and Procedures Manual; and

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

Section 1. The Eagle Mountain City Policies and Procedures Manual is hereby amended to adopt the revisions set forth in "Exhibit A" incorporated herein by reference.

Section 2. These amendments shall take effect immediately upon adoption and shall be reflected in the next published version of the Eagle Mountain City Employee Policies and Procedures Manual.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 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 2nd day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

5.40 | Credit Cards

Last Revision: 07/07/2020

The purpose of the City Credit Card is to establish a more efficient, cost-effective method of purchasing and payment for small-dollar purchases. The program helps to reduce the use of small purchase orders, petty cash, request for checks, and the use of personal funds reimbursed by expense report. The City Credit Card is not intended to avoid or bypass appropriate purchasing or payment policies and procedures. Rather, it complements existing purchasing processes.

City employees are entrusted and empowered with the ability to make small dollar purchases using a City Credit Card on behalf of their department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions in the best interest of the City and always comply with City and State policies and procedures.

The City Credit Card Administrator is responsible for administering the program and managing Cardholder accounts.

A. Definitions. ~~By requesting a City credit card, each applicant acknowledges that they have read and understand Section 5.40 | Credit Cards, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.~~
   1. "City Credit Card" means a city issued credit card, purchasing card, P-car, debit card, charge card, or any combination thereof.
   2. "City Credit Card Administrator" means the person that the City Manager designates to administer City Credit Cards.
B. Obtaining a City Credit Card. ~~To obtain a City credit card, the employee must complete an Eagle Mountain Credit Card Holder Acceptance Agreement (Appendix A). All requests will be processed through the Finance Department with final approval by City~~

~~Administration. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for credit card policies and procedures~~.

1. Department Heads are encouraged to issue a City Credit Card to employees when it facilitates the performance of their job. City Credit Card applications will require an explanation of why the employee needs a credit card. Periodically, the City Credit Card Administrator will review credit card activity. Department Heads will be asked to consider canceling cards that are used infrequently and not necessary to perform the functions of their job.
2. City Credit Cards will be assigned a single transaction and monthly credit limit of two thousand five hundred dollars ($2,500.00). Department Heads are encouraged to request purchasing limits that are adequate for an employee to do their job and nothing more. City Credit Card limits should be reviewed by Department Heads at least annually and adjusted to reflect the historical use and anticipated future business needs. Recommended adjustments to credit card credit limits will be reviewed and implemented by the Purchasing Office. A new City Credit Card Application form signed by the Department Head must be submitted for all City Credit Card adjustments including adjusting transaction/monthly limits, all credit card limits must include a legitimate business justification. All purchasing policies must be followed.
3. Prospective Cardholders must take a training class and pass a quiz before receiving their City Credit Card. The Department Head must indicate approval by signing a completed City Credit Card Application. All requests require a justification for issue and will be processed through the City Credit Card Administrator.
4. The City Credit Card Administrator requires that all employees take an annual online training course to review City Credit Card policies and expectations. The training class will include a quiz with tracking ability, so Administration has a record of who has participated in the training class. The class will require the employee to certify that they agree to abide by the City Credit Card Policy and accept responsibility for a credit card. Management assigned to approve credit card transactions will be required

to participate in a Management City Credit Card training class. Failure to take and pass training classes will result in suspension of City Credit Card privileges.

C. Use of City Credit Card. ~~Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.~~ The program is designed to be simple and easy to use, providing employees with the tools needed to perform their jobs more efficiently. However, appropriate controls must also be maintained to ensure the ongoing success of the program.

D. Cardholder Responsibility. It is the responsibility of the cardholder to ensure the following. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension, or termination.

~~1. Read and understand Section 5.40 | Credit Cards;~~

~~2. Sign the Credit Card Holder Acceptance Agreement (Appendix A);~~

~~3. Make only authorized purchases as prescribed by the City's Purchasing Policy and approved departmental budget;~~

1. Retain receipts for all transactions. In the absence of a receipt, a City Credit Card missing receipt form must be filled out ~~statement must be made~~ and signed by the cardholder explaining the absence of the receipt. This statement must be signed and approved by the employee's department ~~head~~ manager or City Administration;
2. Employees shall exercise good judgment and act responsibly when using the City Credit Card. The City Credit Card is issued in the employee's name, and all activity will be assumed to have been incurred by the employee.
3. The City Credit Card may be used to purchase goods in person, at the supplier site, on the phone, and over secure Internet sites. When placing your order in person you will simply give the supplier your City Credit Card as you would with any credit card.

4. City purchases are generally tax exempt. The employee shall provide the tax-exempt number to the vendor prior to finalizing the transaction so the vendor can remove the sales tax from the transaction. If a vendor requires a tax-exempt certificate, employees should obtain the exemption certificate from the City Credit Card Administrator prior to completing the transaction. For additional information regarding tax-exempt status, please contact the City Credit Card Administrator or Accounts Payable. An online copy of the tax-exempt number can be found here Eagle Mountain TC 721G Tax Exempt Form 2025 3.pdf.
5. All City Credit Card transactions must comply with all applicable purchasing policies.
6. A Cardholder who makes an unauthorized purchase with a City Credit Card or uses the City Credit Card in an inappropriate manner, will be subject to loss of any authority to retain or use the City Credit Card; disciplinary action up to and including termination; and possible criminal prosecution and restitution.
7. It is important to note that regardless of whether or not a department approves the charges the employee(s) have made, the City Credit Card statement will be paid. Those charges that are not approved will be flagged and subject to audit review and possible suspension of privileges. The department is responsible for payment of all City Credit Card charges.
8. The employee is responsible for the security of the City Credit Card and the transactions made with the credit card. The employee should never allow another employee or anyone else to possess or use the card. The City Credit Card is issued in the employee's name and any purchases made with the card will be the responsibility of the employee that has been issued the City Credit Card. The only exception to this is for Department Heads and higher who may allow subordinates who do not have their own City Credit Card. The card holder will assume all responsibility for a subordinate using their City Credit Card.
9. Keep the City Credit Card and the corresponding account information secure. Immediately report any lost or stolen City Credit Card and/or account information to the cardholder’s Department Head, City Credit Card Administrator and report

fraudulent charges or any discrepancies in the City Credit Card statement in a timely manner to the cardholder's Department Head and City Credit Card Administrator.

10. Personal charges are strictly forbidden. The City Credit Cards must never be used to purchase items for personal use or for non-City purposes even if the Cardholder intends to reimburse the City. Any unauthorized use of a City Credit Card should be reported immediately to the City Credit Card Administrator and the Department Head. Payment of all personal charges must be reimbursed immediately. If it is found that the Cardholder intentionally made a personal use expenditure in violation of Utah State Code 11-57-103(1), the Cardholder must also remit to the City an administrative penalty in an amount equal to 50% of the personal use expenditure. The Cardholder may appeal against the finding of intentional personal use by sending a memo to the City Credit Card Administrator which contains the Cardholder's statement of all pertinent facts. The City Manager and Human Resource Department will review the appeal and make the final determination regarding whether a personal use expenditure was intentional or accidental. *(See Utah State Code 11-57- 103).*
11. City Credit Card(s) are not transferable. If an employee's City Credit Card is no longer needed, the City Credit Card Administrator should be notified, and the City Credit Card should be destroyed immediately.
12. Never give your City Credit Card information to someone where the call was not initiated by you. Beware of scams.
13. Charges for an item are never allowed to be split into separate payments to exceed a City Credit Card's single transaction dollar limit.
14. When necessary, items should be returned according to vendor specifications. The Cardholder is responsible for ensuring that proper credit is posted for any returned items.
15. If merchandise is returned in person, the Cardholder is responsible for obtaining a credit receipt from the merchant and retaining that receipt with other receipts to document the purchase and return. These receipts will then be imaged and provided as support with the monthly credit card report.

16. All refunds should be credited to the City Credit Card account. Receiving cash or checks to resolve a credit should be avoided. In cases where the vendor will only refund cash or check the Cardholder should submit the cash or check to the City Credit Card Administrator and a receipt will be provided. The receipt should be attached with the monthly City Credit Card report.
17. No exchanges are allowed - the item must be returned for credit and the replacement item purchased separately.
18. Failure to comply with all guidelines established for this program may result in severe consequences, up to and including termination of employment. Any criminal activity associated with the use of the purchasing card will be prosecuted to the full extent of the law.
19. Reconcile the City Credit Card ~~credit card~~ statement upon its arrival. All reconciliations, statements, and receipts for each transaction ~~are due to the cardholder's department head by the first week of the month following the transaction~~ must be completed and ready for approval in the online application within five (5) business days from the statement date;
20. ~~Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the cardholder's department head and the Finance Department; and~~ City Credit Cards are only to be used for point of sale (at the time of purchase) transactions. Recurring billings may be charged on a credit card as long as it is done in coordination with Department Manager or their designee.
21. ~~Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the cardholder's department head.~~ All purchases using the City Credit Card must be made in U.S. Dollars, the City Credit Card cannot be used to pay for the conversion of U.S. currency into foreign currency.

E. Treasurer Responsibilities. It is the responsibility of the Treasurer to:

~~1. Request and oversee the issuance of new credit cards through the Finance Department and City Administration. The credit limit will be determined at the discretion of the City Administration;~~ Oversee the issuance of new City Credit Cards;

2. ~~Inform the City Administration when limit change or when cancellations are needed due to personnel changes;~~
3. Pay ~~credit cards immediately upon receipt~~ City Credit Card statements by the due date;
4. ~~Reconcile credit card statements within 15 days of payment due date;~~ Ensure all transactions are fully reconciled and approved within 15 days of City Credit Card statement date;

F. Department Head Responsibilities.
1. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the City's policies and procedures;
2. Address the cardholder about questionable transactions for clarification purposes;
3. Report any misuses of ~~credit cards immediately to the City Administration; and~~ City Credit Cards immediately to the City Credit Card Administrator, and;
4. Ensure that the ~~Treasurer's Office~~ City Credit Card Admininstrator receives copies of receipts, if sales tax has been paid, to facilitate reimbursement from the State;

G. Approved City Credit Card Purchases. The following purchases are approved for ~~credit card~~ City Credit Card use by the City:
1. Business-related uses, subscriptions, seminars, dues, books;
2. Office supplies, furniture;
3. Small tools (purchase/rental), electrical, safety and building maintenance supplies;
4. Vehicle maintenance supplies; and
5. Certain allowable travel expenditures:
   a. Conference registrations or seminar rooms;
   b. City sponsored group gatherings; ~~and~~
   c. Hotel rooms.
   d. Flights;
   e. Meals; and
   f. Ground transportation.

H. Prohibited City Credit Card Purchases. The following purchases are strictly prohibited from being purchased using a City c~~redit card~~ Credit Card:

1. Any merchant, product, or service normally considered to be inappropriate use of City funds;
2. Purchase of items for personal use or consumption;
3. Purchasing in violation of the Purchasing Policy;
4. Capital equipment purchases/repair;
5. Gift cards/certificates. The Human Resource Department may use the City Credit Card to purchase gift cards;
6. Alcohol;
7. Fuel for fleet vehicles unless traveling outside of Utah. The City gas card should be used for fuel purchases;
8. Splitting a purchase to remain under purchasing policy limits; ~~and~~
9. Consultants, including the following:
    a. Architects;
    b. Engineers;
    c. Attorneys and Attorney's fees; and
    d. Medical, including hospital/doctor visits.
    e. An exception can be made if the amount is under one thousand dollars ($1,000.00) and a City Credit Card is deemed the most appropriate payment method in that given circumstance by the City Credit Card Administrator and City Manager.
10. City Credit Cards shall not be utilized to send or receive money on any payment app including, but not limited to, Vemno, Cash App, Zelle, PayPal, Google Pay, Apple Pay, etc.

I. Monthly City Credit Card Statement. ~~Built-In Restrictions. Credit limits for credit lines are dependent upon the supplier. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the City Council to review the limit given. The City can block, if necessary, certain suppliers' Merchant Category Codes. Please refer to the Finance Department regarding issues with a possible blocked card.~~

1. Reconciliation and Payment. The Eagle Mountain City Credit Card Program carries City, not individual, liability. City Credit C~~c~~ard invoices will be paid by the ~~Treasurer~~ Finance Department as outlined in this section. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.
2. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the ~~credit card~~ City Credit Card. If purchases are made via phone, mail, e-mail or other electronic means, the supplier must include an itemized receipt with the date when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.
3. Each cardholder will receive a statement identifying all transactions made against the ~~card~~ City Credit Card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the cardholder's ~~department head~~ Department Head for review and approval. The cardholder's activity may be audited at any time.
4. Disputed Transactions. Disputes on ~~credit cards~~ City Credit Cards must be identified in writing to the issuing ~~credit card~~ City Credit Card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date, the issue must then be resolved between the City and the supplier. The cardholder is responsible ~~to identify~~ for identifying possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed. It is the cardholder's responsibility to immediately notify their Department Head if there is a possible dispute on an issued credit card.

J. Employee Termination.

1. Upon notice of a cardholder terminating his current employment, the cardholder's ~~supervisor~~ Department Head is responsible to take possession of the card and any

outstanding original receipts. The ~~supervisor~~ Department Head should immediately notify the ~~Finance Department~~ City Credit Card Administrator to notify the card issuer and close the account.

2. Prior to receiving a final check/compensation upon separation from the City, employees issued a City Credit Card must submit their receipts, receive management approval, surrender their credit card to the Department Head for destruction and notify the City Credit Card Administrator.

K. Other Items

1. The City Credit Card is the property of Eagle Mountain City and should be kept secure. Cardholders are required to immediately report any lost, or stolen credit cards and/or fraudulent charges City Credit Card Administrator (as soon as possible). Further use of the card will be blocked. Prompt action in these circumstances can reduce the City's liability for fraudulent charges.
2. City Credit Card Administrator will maintain a log of instances when an employee is not in compliance with the City Credit Card Policy. Where there are repeat offenses of an employee failing to comply with the City Credit Card Policy requirements, the following action(s) may be taken in addition to any discipline that may be administered under Section 17 of this manual:
   a. First offense; written notification to card holder identifying non-compliance and action that may be taken if repeated.
   b. First repeat offense: written notification to card holder and Department Head identifying non-compliance issue and action that may be taken if second repeat offence occurs in a six (6) month period.
   c. Second repeat offense: Written notification to card holder and department head of suspension of City Credit Card privileges. After a six (6) month suspension period, the Department Head may request reinstatement of City Credit Card privileges through the City Credit Card Administrator.
   d. A repeat offense that would result in suspension of City Credit Card privileges within two years of a previous suspension will result in permanent loss of City Credit Card privileges for the card holder.

e. Permanent loss of City Credit Card privileges may only be reinstated by approval from the City Manager after a minimum time lapse of 1 year since the loss of City Credit Card privileges.

3. City Credit Card Administrator will review all current City Credit Card holders annually and look at the business need and frequency of use to determine whether the employee should have City Credit Card. In instances where the business need and/or frequency are not justified, the City Credit Card will be canceled, and the employee will be required to return the City Credit Card to the City Credit Card Administrator.
4. All City Credit Card use during an emergency that is not in compliance with all applicable City Credit Card and purchasing policies must be subsequently approved by the City Manager.
5. If an employee is aware of fraud occurring in the City, they should report it as outlined in Section 23.20. Hotline, and Section 23.25. Reporting Fraud or Abuse of the Employee Policies and Procedures Manual. Submit complaints via the following methods:
   a. Email: fraudhotline@eaglemountain.gov;
   b. US Mail: Audit Committee, 1650 Stagecoach Run, Eagle Mountain, UT 84005;
   c. Phone: Fraud Hotline (801) 789-6600 Ext. 5962 for more information.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving Amendments to the Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC.
ITEM TYPE:	Change Order
FISCAL IMPACT:	Up to $50,000 annually
APPLICANT:	Internally initiated with the support of administrator Jacinda Montano.

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Evan Berrett, Economic Development Director	Evan Berrett

RECOMMENDATION:
Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving Amendments to the Contract for Mortgage Assistance Program Administration with Ultimate Home Lending, LLC.

BACKGROUND:
Ultimate Home Lending, LLC (UHL), with Jacinda Montano as its registered agent, has served as the City's contracted mortgage broker for the Mortgage Assistance Program since its launch. The partnership has been positive, and community interest in the program has grown steadily. UHL's original proposal assumed they would not require direct compensation, anticipating that occasional loan originations tied to the program would offset their administrative efforts. That assumption hasn't held true. The high volume of applications has created a substantial workload and cost burden for UHL and Ms. Montano. The proposed amendment to the agreement updates the agreement to include per-application compensation, allowing UHL to cover the additional support needed to continue administering the program effectively.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Resolution
2. Exhibit A
3. Original Contract

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AMENDMENTS TO THE CONTRACT FOR MORTGATE ASSISTANCE PROGRAM WITH ULTIMATE HOME LENDING, LLC

PREAMBLE

WHEREAS, Ultimate Home Lending, LLC ("UHL"), with Jacinda Montano as its registered agent, has served as the City's contracted mortgage broker for the Mortgage Assistance Program since its launch; and

WHEREAS, the partnership with UHL has been positive, and community interest in the Mortgage Assistance Program has increased, resulting in more applications than originally expected; and

WHEREAS, UHL's original proposal assumed that loan originations tied to the program would offset administrative costs, but this has not occurred, creating an added workload and cost burden for UHL; and

WHEREAS, an amendment to the Contract for Services is needed to add per-application compensation so UHL can continue supporting and administering the program effectively;

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

1. The amendments to the Contract for Services with Ultimate Home Lending, LLC, 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 2nd day of December, 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 2nd day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

FIRST AMENDMENT
TO THE MORTGAGE ASSISTANCE PROGRAM
CONTRACT FOR SERVICES
(Change Order #1)

This First Amendment to the Mortgage Assistance Program Contract for Services ("First Amendment") is made and entered into as of the ____ day of _____, 2025, by and between Eagle Mountain City, a political subdivision of the State of Utah ("City") and Ultimate Home Lending LLC, a Utah limited liability company ("Contractor"). Contractor and City may be referred to herein as a "Party" and collectively the "Parties."

RECITALS

A. On January 7, 2025, the Parties entered into a Contract for Services (the "Original Agreement") for Contractor to administer the City's Mortgage Assistance Program.

B. Pursuant to the Original Agreement, the City is not obligated to compensate Contractor for its services. Instead, Contractor anticipated receiving compensation by generating opportunities to originate loans for Mortgage Assistance Program applicants who choose to use the Contractor's lending services.

C. This method of compensation has not worked out as expected and the Parties desire to amend the Original Agreement to allow for direct compensation from the City to the Contractor.

D. The Parties have cooperated in the preparation of 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 Agreement shall remain in full force and effect.

2. **Contract Costs**. Section 4(a) of the Original Agreement is amended and restated as follows:

   a. Total Contract Cost: $50,000 GL Account No. 22-18-70000-6701

3. **Cost Proposal**. The final subsection of Section 10 of Attachment B to the Original Agreement is amended and restated as follows:

   Cost Proposal
   Administration Cost; $500 per completed application reviewed.

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

_____
City Attorney
Approved as to form and legality

CONTRACTOR

ULTIMATE HOME LENDING, LLC
A Utah limited liability company

_____
Jacinda Montano, Owner

CONTRACTOR ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2025, personally appeared before me Jacinda Montano duly sworn, did say that she is the owner of ULTIMATE HOME LENDING, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company as authorized by its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

EAGLE MOUNTAIN CITY
CONTRACT FOR SERVICES

This contract and all attachments are public record.

1. **CONTRACTING PARTIES**: This contract is between Eagle Mountain City and the following Contractor:

Ultimate Home Lending, LLC
Name

8325 Cedar Drive
Address

Eagle Mountain Utah 84005
City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ○ Sole Proprietor
- ○ Non-profit Corporation
- ◉ For-profit Corporation
- ○ Partnership
- ○ Government Agency

Contact Name: Jacinda Montano

Phone Number: 801-847-5810

Email: Jacinda@UHLending.com

Vendor Number: 6022880

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME**:

Mortgage Assistance Program Administration

3. **CONTRACT PERIOD**:

Effective Date: January 7, 2025 **Project Completion Deadline**: June 30, 2026

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): June 30, 2026

Renewal Options (if applicable): May be renewed up to four years; termination of June 30, 2030.

Eagle Mountain City Project Manager Signature: _____

4. **CONTRACT COSTS**: See Cost Schedule (Attachment B).
   a. Total Contract Cost: $0 GL Account No: N/A
   b. Is this project a budgeted project: ◉ Yes ○ No Is this a fixed-price contract: ◉ Yes ○ No
   c. Does the contract need City Council approval: ◉ Yes ○ No Date of CC approval: 1/7/2025

Eagle Mountain City Purchasing Agent Signature: Melissa Yates Digitally signed by Melissa Yates Date: 2025.01.06 17:07:18 -07'00'

5. ATTACHMENT A: Standard Terms and Conditions for Services
   ATTACHMENT B: Scope of Work/Cost Schedule
   ATTACHMENT C: Insurance

ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE RESOLVED IN FAVOR OF ATTACHMENT A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 14 day of January, 2025.

EAGLE MOUNTAIN CITY

Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

Gina L. Olsen
City Recorder

APPROVED AS TO FORM

Marcus Draper
City Attorney

Dated this _____ day of _____, 20_____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this _____ day of _____ , 20_____ .

EAGLE MOUNTAIN CITY

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Gina L. Olsen
City Recorder

APPROVED AS TO FORM

_____
Marcus Draper
City Attorney

Dated this 14 day of January , 20_____ .

CONTRACTOR

Jacinda Montano
Jacinda Montano (Jan 14, 2025 13:44 MST)
Signature

Print Name: Jacinda Montano

Title: Owner

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
   c) "**Consultant**" means the individual or entity delivering the Services identified in this Contract. The term "Consultant" shall include Consultant's agents, officers, employees, and partners.
   d) "**Services**" means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
   e) "**Proposal**" means Consultant's response to Eagle Mountain's Solicitation.
   f) "**Solicitation**" means the documents used by Eagle Mountain to obtain Consultant's Proposal.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
   1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   3. Consultant's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:

   (a) General Liability insurance with a limit of not less than $1,000,000 per occurrence and not less than $3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

   (b) Commercial Automobile insurance with a minimum combined single limit of $1,000,000 per occurrence OR $500,000 liability per person, $1,000,000 per occurrence, $250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.

   (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of $1,000,000 per claim and $3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

   (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.

   (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

   (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

   Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

   If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT**: Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.

12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

    Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.

14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

    If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.

16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against

Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION**: If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

    Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

    Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**: Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.**: Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION**: Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS**: Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

SCOPE OF WORK for Mortgage Assistance Program

1. **Pre-Qualification, Documentation, and Application Preparation**

Pre-qualification

- Clearly communicate program guidelines, eligibility requirements, and terms of mortgage assistance to prospective homebuyers.
- Verify applicants' eligibility for the Mortgage Assistance Program ("MAP") by evaluating credit score(s), household income, and other relevant financial information.

Documentation

- Use the city-provided secure link for upload/download all required documentation to verify income, assets, and other required information.
- To enhance efficiency and ensure complete MAP loan applications provide a checklist of required documentation to accompany the application.
- Obtain credit report(s) to verify credit worthiness and credit history.

Application Preparation

- Guide applicants through the required documentation and submission process for the MAP application. Complete any needed form and provide any other information necessary to evaluate and process the MAP application for City approval.

2. **Compliance and Data Management**

Compliance with Guidelines

- Ensure timely and accurate submission of all necessary forms.
- Ensure that all MAP underwriting processes comply with federal, state, and local regulations, as well as program-specific guidelines.

Applicant Tracking and Data Management

- Track status, progress, and outcomes for all interested applicants using city-provided process management software (currently Jotform). [Track this data regardless of whether applicants qualify for the grant. For those who do not qualify, document specific reasons. Review this data periodically to evaluate whether program adjustments are needed to improve accessibility or efficiency.]
- Work cooperatively with the City to ensure that all program-related documents required by the city and state will be securely stored on a secure city server with appropriate data security safeguards (encryption, access controls, compliance, etc.) for personal and sensitive information.

3. Application Processing

Coordination with External Loan Officers

- Where an applicant is using a different loan officer, collaborate with the other loan officer to ensure the application is uploaded and includes all required supporting documents necessary for qualification, evaluation, and approval of a MAP loan. As needed, provide a checklist of required documentation to accompany the application.

Regular Updates for Application Processing

- To facilitate timely processing of grant funds for closing, provide regular updates in the city provided process management software (Jotform).

Application Review and Verification

- Review each application package to ensure the applicant meets the MAP requirements and that each application is complete.
- Following pre-qualification, application review, and verification, the Consultant should prioritize and rank all applicants in accordance with the Mortgage Assistance Program Policy.
- Submit the complete package to the city for review and approval.

4. MAP Loan Approval Process

Approval Process

- City staff will, in consultation with the Consultant, review the submitted application(s), the proposed prioritization and ranking, and then approve or deny the application(s) in accordance with the Mortgage Assistance Program Policy.
- Upon notification from City staff, the Consultant will thereafter issue a pre-approval letter to each approved applicant, which letter will indicate the MAP loan amount and the period for which a MAP loan is reserved for that applicant.
- The Consultant will record on the spreadsheet the amount and timing of the reserved funds. The City will provide the Consultant with information as to the number, timing, and amount of available funds.

5. Closing

Coordinate Funds Disbursement

- Validate the approval and ensure that the disbursement date (closing) is entered into the system.
- The system will generate the fund disbursement request to the appropriate city employee responsible for releasing MAP loan funds and should include wire transfer instructions for the title company, along with the disbursement date, to ensure timely funds release.

6. **Reinvestment of Paid-off Funds**

   - Should MAP loan funds be repaid to the city, the recovered funds will be reallocated to the available pool for future distribution. The city will determine any payoff amounts and reallocation to the MAP.

7. **Closing and Post-Closing Support**

   - The title company will receive instruction to mail the original Note, and copies of the Trust Deed, and final Closing Disclosure to the City Recorder. [Among other reasons, these will be needed in the case of loan forgiveness or to prove claim to collect funds.]

   - Trust Deed: A copy of the final signed **Trust Deed** will be submitted and stored with loan documents. All Trust Deeds will be organized by address in a dedicated file, ensuring easy access for modifications or payoff requests.

   - Note: A scanned and physical copy of the final signed **Note** will be stored with the Trust Deed in the client's folder.

8. **Reporting and Records Management**

   Provide Regular Reporting to Eagle Mountain City

   - The system will generate regular progress reports, including the numbers of applications received, pre-qualifications completed, loans closed, and amount of funds disbursed.

   - Track and report on program success metrics, including the number of people benefiting from the program, number of public employers whose employees participated in the programs, number of loans issues by AMI category (<80%, <100%, <120%), and other information the City may require for city, state, or auditor requirements.

   Maintain Accurate Records

   - Maintain accurate and up-to-date records of all borrower applications, MAP loan documents and disbursements.

   - Recommended documents for storage include the: MAP loan approval letter, final signed Trust Deeds for the Mortgage Assistance Loan; scanned and physical copies of the final signed Note, the Final Closing Disclosure, income, and asset documentation, including the Automated Underwriting System (AUS) finding. All materials must be provided in a package to the City Recorder.

   - Maintain information in the city-provided process management system to track the allocation, usage, and remaining balance of MAP loan funds, ensuring transparency and accuracy. The spreadsheet will include detailed tracking of all applications, their status, outcomes, and compliance metrics required by the city and state. The system should also record any loan payoffs, including loans discharged via loan forgiveness; these records shall be added to documentation for storage by the City Recorder.

- Ensure all documentation is available for audit or program evaluation purposes.

9. **Customer Service and Communication**

Provide Excellent Customer Service

- Offer responsive, knowledgeable, and accessible customer service to borrowers throughout the process.
- Address borrower inquiries and resolve issues promptly, ensuring a positive experience for program participants.

Regular Updates and Communication

- Maintain regular communication with Eagle Mountain City to provide updates on application status, borrower progress, and any issues encountered.
- Ensure timely and transparent communication with borrowers regarding program timelines, required documentation, and next steps.

10. **Compliance and Risk Management**

Ensure Compliance with Program Guidelines

- Adhere to all guidelines established by Eagle Mountain City and regulatory authorities, ensuring program compliance at all stages of the process.

Protect private information

- The City has an obligation to secure and protect personally identifiable data it obtains; the selected mortgage broker will need to protect this information.

Risk Management

- Identify potential risks related to borrower qualifications, funding, or program eligibility, and take proactive measures to mitigate these risks.

Deliverables

- Detailed pre-qualification assessments and borrower counseling records.
- Complete loan applications and necessary documentation submitted to lenders.
- Regular status reports on loan origination and closing metrics.
- Documentation of compliance with regulatory and program-specific guidelines.
- Timely and accurate disbursement of mortgage assistance funds.

Performance Expectations and Commitment by Consultant

- Timeliness, Customer Service, Accuracy, Compliance, Evaluation of External Loans, and Quality Control.

Cost Proposal

Administration Cost; $0

The Consultant waives all administrative fees for managing the program. These costs will be covered by the opportunity to originate loans for applicants who choose to use the Consultant's services. The City permits the Consultant to simultaneously qualify applicants for home loans while assisting them through the grant program. Applicants are not obligated to use the Consultant's services as their loan officer (for the first mortgage) – this is simply an option offered as a resource to support applicants. The City will include the Consultant's logo, NMLS numbers, and contact information on the City promotional materials, website, and application in addition to the City's information.

ATTACHMENT C:

INSURANCE

Notice of Intent to Award

Date: _12-19-24_____

Project: Eagle Mountain City – Mortgage Assistance Program

Owner: Eagle Mountain City

Project No.: EMC-FY25-07

Bidder: Ultimate Home Lending

Bidder's Address: 8325 Cedar Drive, Eagle Mountain Utah 84005

Bidder Email:Jacinda@UHLending.com

Bidder Phone: 801-847-5810

You are hereby notified that your BID in the amount of $**0 admin fees**.
has been reviewed and selected for award. You will be contacted by Eagle Mountain City to complete the necessary contract and provide bonds and insurance as applicable.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to Eagle Mountain City purchasing agent Melissa Yates, Myates@emcity.org

Dated this **19** day of **December 2024**.

Eagle Mountain City
Owner

By Melissa Yates

Title Purchasing Agent

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged

By Jacinda Montano

this the 23 day of December, 2024

By_____

Title

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE 2026 CITY COUNCIL MEETING SCHEDULE

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Section 2.15.030 states that the City Council shall hold regular City Council meetings on the first and third Tuesday of the month, excluding election days, City-observed holidays, and any other day the City Council determines; and

WHEREAS, the Eagle Mountain City Council desires to give notice to the public of its 2026 annual meeting schedule.

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

1. The 2026 City Council Meeting Schedule 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 2nd day of December, 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 2nd day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY COUNCIL
2026 MEETING SCHEDULE

Eagle Mountain City Council Chambers, 1650 E. Stagecoach Run, Eagle Mountain, Utah

The Eagle Mountain City Council, at its regularly scheduled meeting on December 2, 2025, adopted the following meeting schedule for the year 2026:

Work Sessions	4:00 PM
Policy Sessions	7:00 PM

January 6, 20
January 15 at 5 PM (CC Vacancy Appt)
February 3, 17
March 3, 17
April 7, 21 (ASD Spring Break 6th-10th)
May 5, 19
June 2, 16
July 7, 21
August 4, 18
September 1, 15
October 6, 20 (ASD Fall Break 15th-19th)
November 4, 17 (Election Day 3rd)
December 1, 15

The public is invited to participate in all City Council meetings and may monitor or listen to open portions of electronic meetings at https://eaglemountainut.portal.civicclerk.com.

If you need special accommodation to participate in a City Council meeting, please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6611.

DRAFT

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza.
ITEM TYPE:	Master Development Plan
FISCAL IMPACT:	N/A
APPLICANT:	Steven Allred, Owner Jason Thompson, AWA Engineering

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designation: Community Commercial Zone: Commercial	Current Whole Parcel: 27.35 Acres Spring Run Plaza: 8.15 Acres

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

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Approving the Master Development Plan and Rezone for Spring Run Plaza.

BACKGROUND:
The Applicants for Spring Run Plaza are proposing a Master Development Plan for a 27.35-acre parcel located on the northeast corner of Spring Run Parkway and SR-73. The first phase of the project (8.15 acres) would be rezoned to Commercial Community and likely subdivided into six lots (see page 4 of the attached plan set). The current proposal would leave the zoning as Commercial on the rest of the parcel (being proposed as two lots) with the understanding that when it is ready for development, this MDP and the associated MDA would be amended.

Since the City Council meeting on February 18, 2025, the Applicants have worked with Staff, elected officials, and neighboring property owners to determine the width and alignment of Road A. Road A will be classified as a minor arterial (122' right-of-way), though only a portion of it will be constructed with the Spring Run Plaza development (see page 7 of the attached plan set). It is anticipated that Road A will be widened as needed, either due to further development of the property or the ability to create a connection elsewhere.

ITEMS FOR CONSIDERATION:
EMMC 16.10.070 Criteria for approvals of MDPs
A Master Development Plan application shall be evaluated using the following criteria. The Planning Commission and City Council will determine compliance with the criteria:

A. General Criteria

1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25 percent?

The parcel, though sloped, is not greater than 25%. There are areas within the parcel that exceed 25% and any building occurring within 200 feet of those areas will require slope stability reports (EMMC 15.80.020).

2. Natural Hazards. Can the proposed development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

See response for A.1.

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?

The Spring Run Plaza portion includes multiple detention basins that will aid in erosion control and capturing on-site water. The remainder of the parcel will not be improved as this time and will be reevaluated at the time of development.

4. Protection of Natural Channels and Ridgelines. Will the proposed development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in Chapter 17.62 EMMC, where applicable?

The proposed development is not located along a prominent ridgeline.

5. Flooding. Will the proposed development be reasonably safe from flooding, including alluvial fan flooding?

See response for A.3.

6. Soil Characteristics. Is the soil in each area designated for development generally suitable for that development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

A soil report has not yet been submitted, but is required with final plat applications.

B. Criteria Related to Infrastructure

1. Utilities. Can the proposed development be adequately served by existing and proposed utilities for the project area?

Yes

2. Streets. Does the street plan comply with the transportation master plan? Can the proposed development be adequately served by the city's transportation master plan and the project's proposed local streets?

Yes

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the applicant to convey water rights to the city based on the development need, including both the building lots and common improved open space?

Yes. The owner of the property has already informed Staff that water rights have been obtained.

C. Criteria Related to Compatibility

1. Compatible Development – Adjacent Parcels. Will the proposed development be reasonably compatible with existing or vested uses on adjoining lands? Is the proposed plan consistent with the city's future land use map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.
Commercial zoning/development is consistent with the future land use designation of Community Commercial.

2. Compatible Zones and Transitions – Internal Parcels. Will the proposed zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? Does the placement of proposed uses help buffer potentially incompatible uses from one another?
Transitions and buffers are in accordance with EMMC 17.60.150 and 17.60.160.

D. Criteria Related to Design
1. Open Space.
a. Does the proposed development include the improved open space required by this title?
No improved open space is required for commercial development.
b. Does the proposed pattern of development attempt to make effective use of the open space?
N/A
c. Does the development incorporate trails, parks, and other open spaces included in the city's parks, trails, and open space master plan?
No trails, parks, and other open spaces are shown in the City's Parks, Trails, and Opne Space Master Plan for this parcel.
d. Does the plan attempt to combine open spaces into larger, more usable parks and open spaces?
N/A

2. Public Facilities. Does the proposed development include land designated for public uses, including churches, schools, community centers, etc.?
No, other than public right-of-ways.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On November 25, 2025, the Planning Commission forwarded a positive recommendation (5-0) to the City Council with the following change:
1. The rights-of-way containing Roads A and B are rezoned to Agriculture.

ATTACHMENTS:
1. Ordinance
2. MDP Plan Set
3. Maps

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE MASTER DEVELOPMENT PLAN AND REZONING CERTAIN LANDS KNOWN AS SPRING RUN PLAZA

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to approve the Master Development Plan and rezone certain lands known as Spring Run Plaza, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the Master Development Plan and Rezone of certain lands known as Spring Run Plaza.

2. The Master Development Plan and rezone of certain lands known as Spring Run Plaza is hereby approved, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 2nd day of December, 2025.

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

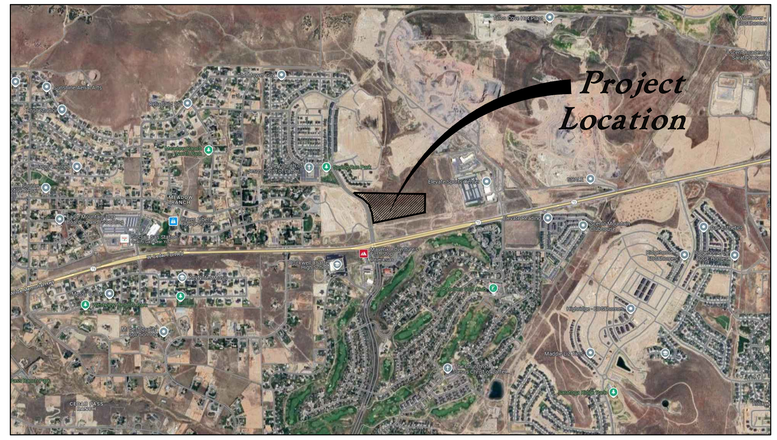
_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah, 84005



Vicinity Map
Not to Scale

Abbreviations

BCR	Begin Curb Return	PP	Power Pole
BOL	Bollard	PT	Point of Tangency
BRW	Finish Grade – Bottom of Retaining Wall	PVC	Polyvinyl Chloride
CATV	Cable Television Box	PVI	Point of Vertical Intersection
CB	Catch Basin	RCP	Reinforced Concrete Pipe
CMP	Corrugated Metal Pipe	RD	Roof Drain
COB	Cleanout Box	SB	Signal Box
COTG	Cleanout to Grade	SD	Storm Drain
EA	Edge of Asphalt	SDMH	Storm Drain Manhole
EB	Electrical Box	SMH	Sewer Manhole
EC	End of Curve	SP	Signal Pole
ECR	End Curb Return	SS	Sanitary Sewer
FF	Finished Floor	SVZ	Sight Visibility Zone
g	Ground	SW	Secondary Water
GB	Grade Break	TA	Top of Asphalt
GM	Gas Meter	TB	Telephone Box
HB	Hose Bib	TBC	Top Back of Curb
HP	High Point	TC	Top of Grate
I	Irrigation Line	TMH	Telephone Manhole
ICB	Irrigation Control Box	TP	Top of Concrete
Lip	Lip of Gutter	TRW	Finish Grade – Top of Retaining Wall
LP	Light Pole	TW	Top of Walk
MH	Manhole	VC	Vertical Curve
Mon	Monument	VPC	Vertical Point of Curve
PC	Point of Curvature	VPT	Vertical Point of Tangency
PCC	Point of Compound Curvature	WL	Waterline
PI	Point of Intersection	WP	Working Point
PM	Power Meter	WV	Water Valve

Legend

Proposed Curb & Gutter		Existing Improvements	
Proposed Open Face C & G		Existing Asphalt	
Proposed Asphalt		Existing Concrete	
Proposed Concrete		Existing Inlet Box	
Proposed Truncated Domes		Existing Catch Basin	
Proposed Inlet Box		Existing Manhole	
Proposed Catch Basin		Existing Fire Hydrant	FH
Proposed Manhole		Existing Water Valve	WV
Proposed Transformer	T	Existing Overhead Power Line	
Proposed Meter Box		Existing Water	W
Proposed Water Meter		Existing Secondary Water	SW
Proposed Combo Box		Existing Sewer	S
Proposed Fire Hydrant		Existing Storm Drain	SD
Proposed Water Valve		Existing Gas	G
Proposed Water Line	W	Existing Power	P
Proposed Sanitary Sewer	S	Existing Telephone	T
Proposed Storm Drain		Existing Fiber Optic	FO
Proposed Conduit Line	C	Existing Fence	X
Proposed Power Line	P	Flowline	
Proposed Gas Line	G	Centerline	
Proposed Fire Line	F	Existing Contour	78
Proposed Fiber Optic	FO	Existing Spot	(78.00TA)
Proposed Secondary Water Line	SW	Existing Light Pole	
Proposed Roof Drain	RD	Existing Street Light	
Proposed Fence	X	Existing Building	
Ridge line	R	Existing Telephone Box	TB
Grade Break	GB	Existing Power Meter	PM
Proposed Contour	78	Existing Electrical Box	EB
Direction of Drainage		Existing Electrical Cabinet	ECAB
Proposed Spot	78.00TA	Existing Gas Meter	GM
ADA Accessible Route		Existing Water Meter	WM
Property Line		Existing Irrig. Control Box	ICB
Sawcut Line		Existing Bollard	BOL
Proposed Light Pole		Existing Hose Bib	HB
Proposed Street Light		Working Point	
Proposed Building		Existing Deciduous Tree	
Existing Power Pole		Existing Coniferous Tree	
Existing Power Pole w/ Guy		Detail Number	XX
Existing Utility Marker		Sheet Number	XX
Existing Post			

Civil Sheet Index

C0.0 ..... Cover Sheet
C1.0 ..... Existing Conditions Plan
C2.0 ..... Overall Concept Plan
C3.0 ..... Proposed Land Use & Zoning Map
C4.0 ..... Grading & Drainage Plan
C5.0 ..... Infrastructure Map
C6.0 ..... Interim Road A Site Plan

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for The City of Eagle Mountain, Utah and Incorporated Areas Community Map No. 49049C0150F dated June 19, 2020. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual floodplain." (No Shading)

Basis of Bearings

Brass Cap Monuments were recovered for the Northwest Corner, Southwest Corner and East Quarter Corner of Section 17 to place the survey on the NAD83 Utah Central Zone State Plane Datum which verifies the official underlying UCS Section Control Data which was honored to locate the position of the West Quarter Corner which was not placed

Benchmark

Brass Cap Monument for the East Quarter Corner of Section 17, T5S, R1W, SLB&M
Elevation = 4950.571 Feet (NAVD 88, 1508.934 Meters)
Observed 11 November, 2024

Legal Description

Beginning at a point which is South 88°53'50" East 1320.09 feet along the Mid-Section line from the West quarter corner of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°53'50" East 1362.63 feet along said Mid-Section line to the center of Section; thence South 88°53'50" East 1307.01 feet along said Mid-Section line; thence South 00°33'59" West 821.88 feet to the North right of way line of Highway 73; thence South 78°12'35" West 1184.28 feet along said North line; thence with a curve turning to the right with an arc length of 1516.13 feet, with a radius of 6191.82 feet, with a chord bearing of South 83°12'22" West, with a chord length of 1512.35 feet to the East boundary line of Meadow Ranch Subdivision, Plat 1; thence North 1293.95 feet along said East line to the point of beginning.

Less and Excepting Spring Run Parkway, by that Dedication recorded July 20, 2015, as Entry No. 64938:2015, Map Filing No. 14685, Arm 159, of Official Records.

Also less and excepting from above, all land lying West of said Spring Run Parkway. Also less and excepting that property conveyed in that Special Warranty Deed to Utah Department of Transportation, recorded October 9, 2015, as Entry No. 92628:2015, of Official Records, described as follows:

A parcel of land in fee for Corridor Preservation, known as UDOT Project S-0073(29)0, being part of entire tract of property, situate in the NE1/4 SW1/4 and NW1/4 SE1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the existing Northerly right of way line of SR-73 of UDOT Project S-0073(20)33 at the Southwest corner of said entire tract which point is 1320.00 feet South 88°53'47" East along the section line and 1295.08 feet South 0°36'41" West from the West quarter corner of said Section 17 (Note: said point is also the Southeast corner of Meadow Ranch Plat 1, recorded May 27, 1998, as Entry No. 52732 Map Filing No. 7551 in the office of the Utah County Recorder); and running thence North 0°36'41" East 238.76 feet (Deed=North) along the East boundary line of said Meadow Ranch Plat 1 to a point designated as Point "A" which point is 312.41 feet perpendicularly distant Northerly from the control line of State Route 73 of said Project No. S-0073(20)33 at Engineer Station 113+17.57; thence North 86°54'12" East 131.10 feet; thence Easterly 28.40 feet along the arc of a 4800.00-foot radius tangent
curve to the left (Note: Chord to said curve bears North 86°44'02" East for a distance of 28.40 feet) to a point designated as Point "B" which point is 318.83 feet radially distant Northerly from said control line at Engineer Station 114+78.95; thence continuing Easterly 66.00 feet along the arc of a 4800.00-foot radius tangent curve to the left (Note: Chord to said curve bears North 86°10'14" East for a distance of 66.00 feet) to a point designated as Point
"C" which point is 321.52 feet radially distant Northerly from the said control line at Engineer Station 115+48.54; thence continuing Easterly 608.40 feet along the arc of a 4800.00-foot radius tangent curve to the left (Note: Chord to said curve bears North 82°08'44" East for a distance of 607.99 feet) to a point of tangency which is 353.58 feet radially distant Northerly from said control line at Engineer Station 121+91.49; thence North 78°30'52" East 216.69 feet to a point designated as Point "D" which point is 363.25 feet radially distant Northerly from said control line at Engineer Station 124+21.47; thence continuing North 78°30'52" East 160.00 feet to a point designated as Point "E" which point is 365.15 feet radially distant Northerly from said control line at Engineer Station 125+91.60; thence continuing North 78°30'52" East 628.84 feet to a point designated as Point "F" which point is 362.10 feet perpendicularly distant
Northerly from said control line at Engineer Station 132+21.48; thence continuing North 78°30'52" East 66.00 feet to a point designated as Point "G" which point is 361.77 feet perpendicularly distant Northerly from said control line at Engineer Station 132+87.48; thence continuing North 78°30'52" East 781.01 feet to a point designated as Point "H" which point is 357.95 feet perpendicularly distant Northerly from said control line at Engineer Station 140+68.48; thence continuing North 78°30'52" East 33.00 feet to the Easterly boundary line of said entire tract as determined by Boundary Line Agreement recorded 30 July, 2014 as Entry No. 52400:2014 in the office of the Utah County Recorder at a point which is 357.79 feet perpendicularly distant Northerly from said control line at Engineer Station 141+01.48;
thence South 0°33'59" West 287.48 feet along said Easterly boundary line to said northerly right of way line; thence along said Northerly right of way line the following three (3) courses and distances: (1) South 78°12'02" West 1476.63 feet; thence (2) Westerly 1085.62 feet along the arc of a 5654.70-foot radius tangent curve to the right (Note: Chord to
said curve bears South 83°42'02" West for a distance of 1083.96 feet); thence (3) South 89°14'01" West 152.04 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Less and Excepting that property conveyed to Eagle Mountain City, in Quit Claim Deed recorded April 16, 2024, as Entry No. 24351:2024, described as follows:

The following property, being a part of the Southwest quarter of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah:Beginning at a point on the Northeasterly line of Spring Run Parkway as it exists at a 47.00 foot half-width; located 3035.55 feet North 88°53"50" West along the Quarter Section Line; and 305.47 feet South 1°06'10" West from a Brass Cap Monument found marking the East Quarter Corner of said Section 17; and running thence North 54°15'22" East 15.00 feet along a radial line to a point on a curve; thence Southeasterly along the arc of a 612.00 foot
radius curve to the right a distance of 125.10 feet (Center bears South 54°15'22" West, Central Angle equals 11°42'44" and Long Chord bears South 29°53'16" East 124.88 feet); thence South 65°58'06" West 15.00 feet along a radial line to a point on a curve on said Northeasterly line of Spring Run Parkway; thence Northwesterly along the arc of a 597.00 foot radius curve to the left a distance of 122.04 feet (Center bears South 65°58'06" West, Central Angle equals 11°42'44" and Long Chord bears North 29°53'16" West 121.82 feet) along said Northeasterly line to the point of Beginning

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name:
ACD

24-120 Cover Sheet

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Cover Sheet
Spring Run Plaza
Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C0.0

Current Zoning: Commercial

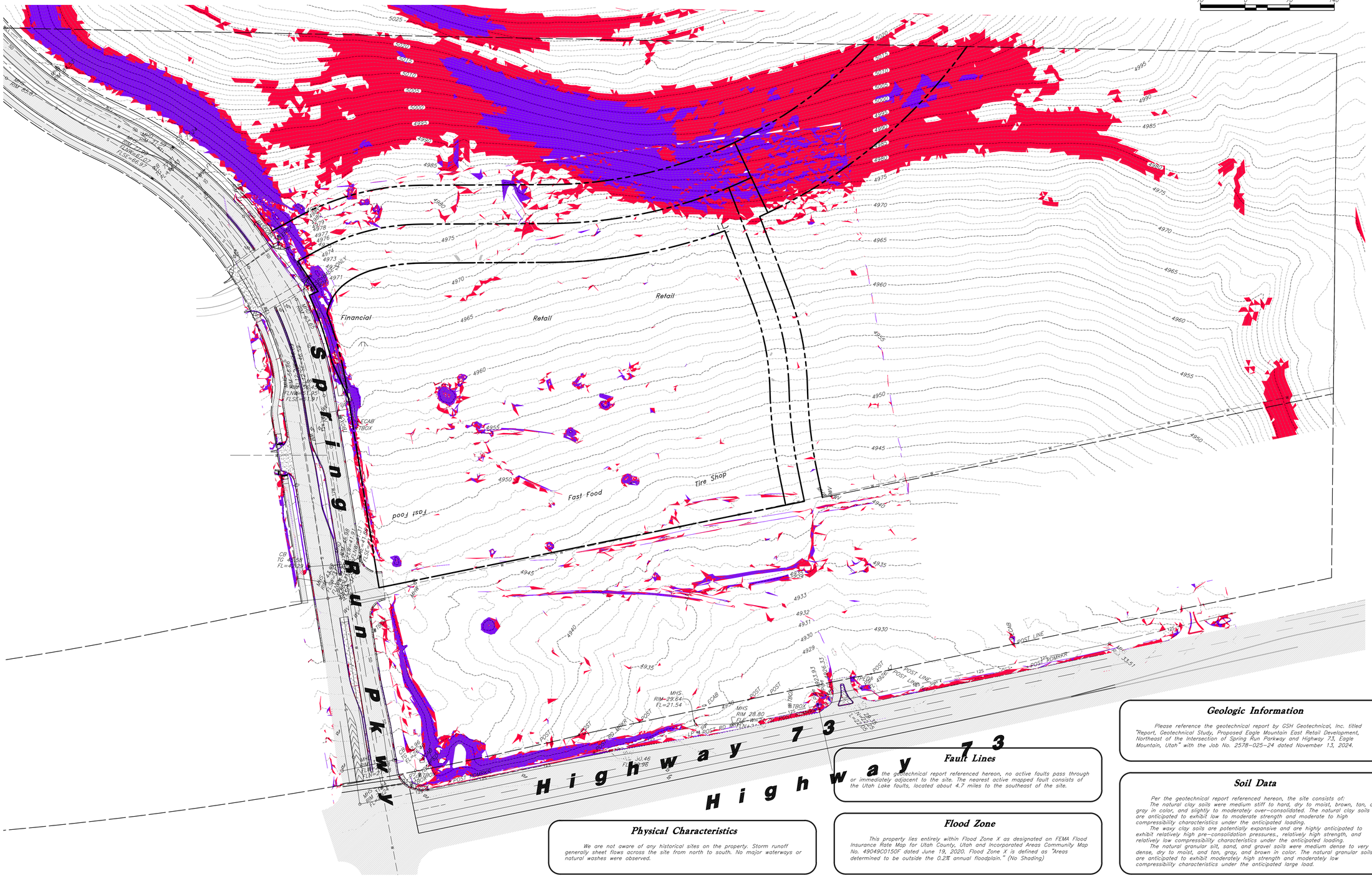
Slope Analysis

15% to 25%

25+%

Scale: 1" = 70'

70' 0 70' 140'



Physical Characteristics

We are not aware of any historical sites on the property. Storm runoff generally sheet flows across the site from north to south. No major waterways or natural washes were observed.

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Utah County, Utah and Incorporated Areas Community Map No. 49049C0150F dated June 19, 2020. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual floodplain." (No Shading)

Fault Lines

Per the geotechnical report referenced hereon, no active faults pass through or immediately adjacent to the site. The nearest active mapped fault consists of the Utah Lake faults, located about 4.7 miles to the southeast of the site.

Geologic Information

Please reference the geotechnical report by GSH Geotechnical, Inc. titled "Report, Geotechnical Study, Proposed Eagle Mountain East Retail Development, Northeast of the Intersection of Spring Run Parkway and Highway 73, Eagle Mountain, Utah" with the Job No. 2578-025-24 dated November 13, 2024.

Soil Data

Per the geotechnical report referenced hereon, the site consists of:

The natural clay soils were medium stiff to hard, dry to moist, brown, tan, and gray in color, and slightly to moderately over-consolidated. The natural clay soils are anticipated to exhibit low to moderate strength and moderate to high compressibility characteristics under the anticipated loading.

The waxy clay soils are potentially expansive and are highly anticipated to exhibit relatively high pre-consolidation pressures., relatively high strength, and relatively low compressibility characteristics under the anticipated loading.

The natural granular silt, sand, and gravel soils were medium dense to very dense, dry to moist, and tan, gray, and brown in color. The natural granular soils are anticipated to exhibit moderately high strength and moderately low compressibility characteristics under the anticipated large load.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name: ACD

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AVAengineering.net

24-120 Existing Conditions Plan

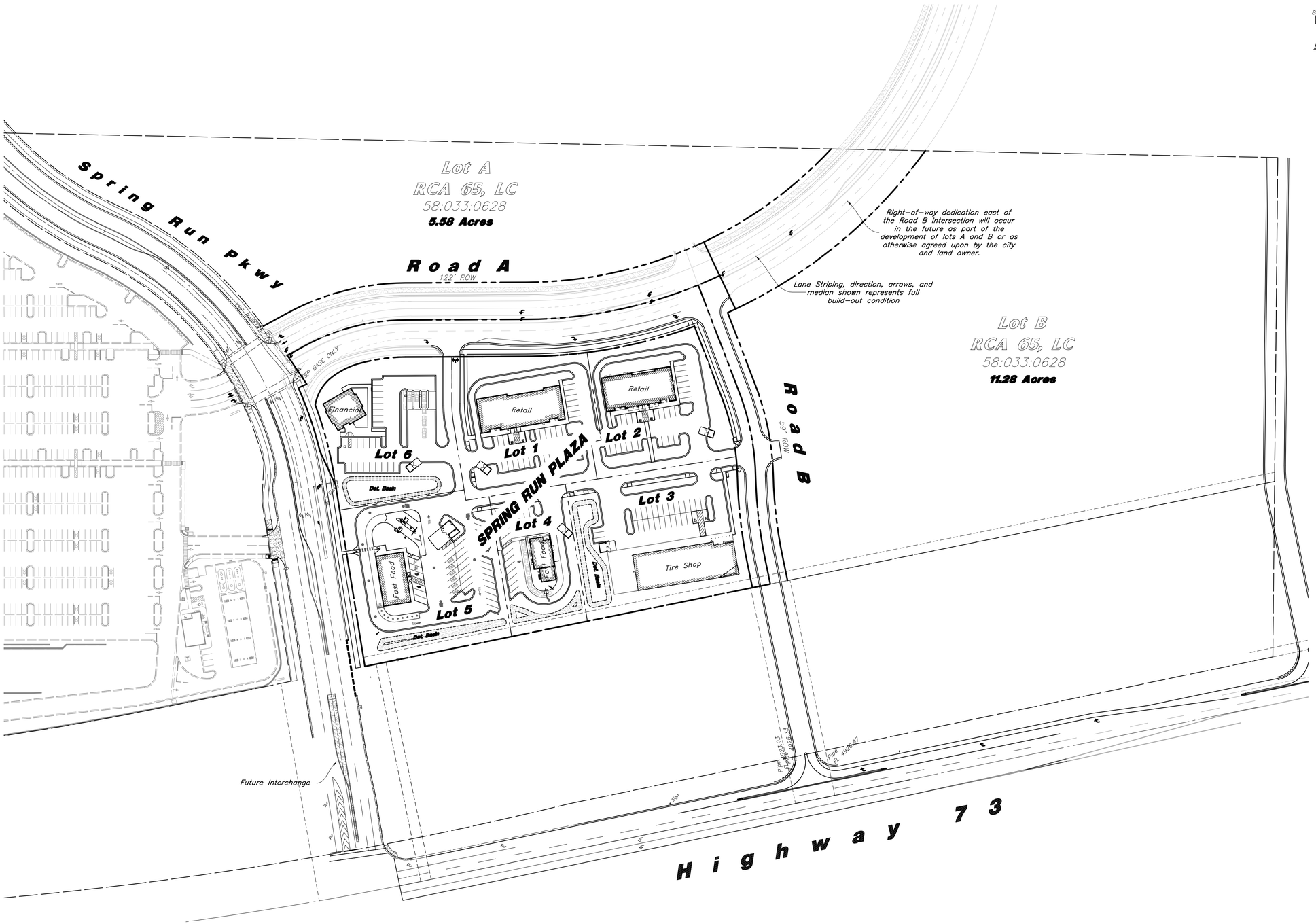
Existing Conditions Plan

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C1.0



Scale: 1" = 80'

80' 0 80' 160'

Design Notes:

1. It is assumed that Road A will be a 35 MPH Road.
2. The curve immediately east of the intersection of Road A and Spring Run Parkway is currently drawn with a centerline radius of 346 feet and does not meet AASHTO Guidelines for a 35 MPH road. However, eastbound traffic will be accelerating through the curve and westbound traffic will be slowing down as they approach the intersection. Acceptable curve radius at the centerline needs to be determined based on these factors.
3. The second curve from the intersection connecting to adjacent properties to the north has a radius of 750 lineal feet.
4. The access to the proposed Spring Run Plaza between lots 1 and 6 is expected to be full movement during the interim condition, see layout and cross section on sheet 6.0. When Road A is fully widened, that the intersection will become a right-in / right-out only.

Note:

This plan has been prepared without the benefit of a complete survey and full review of city ordinances and requirements. The plan is conceptual in nature and there is no guarantee of compliance with city codes implied.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name: ACD
24-120XR

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Overall Concept Plan

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C2.0

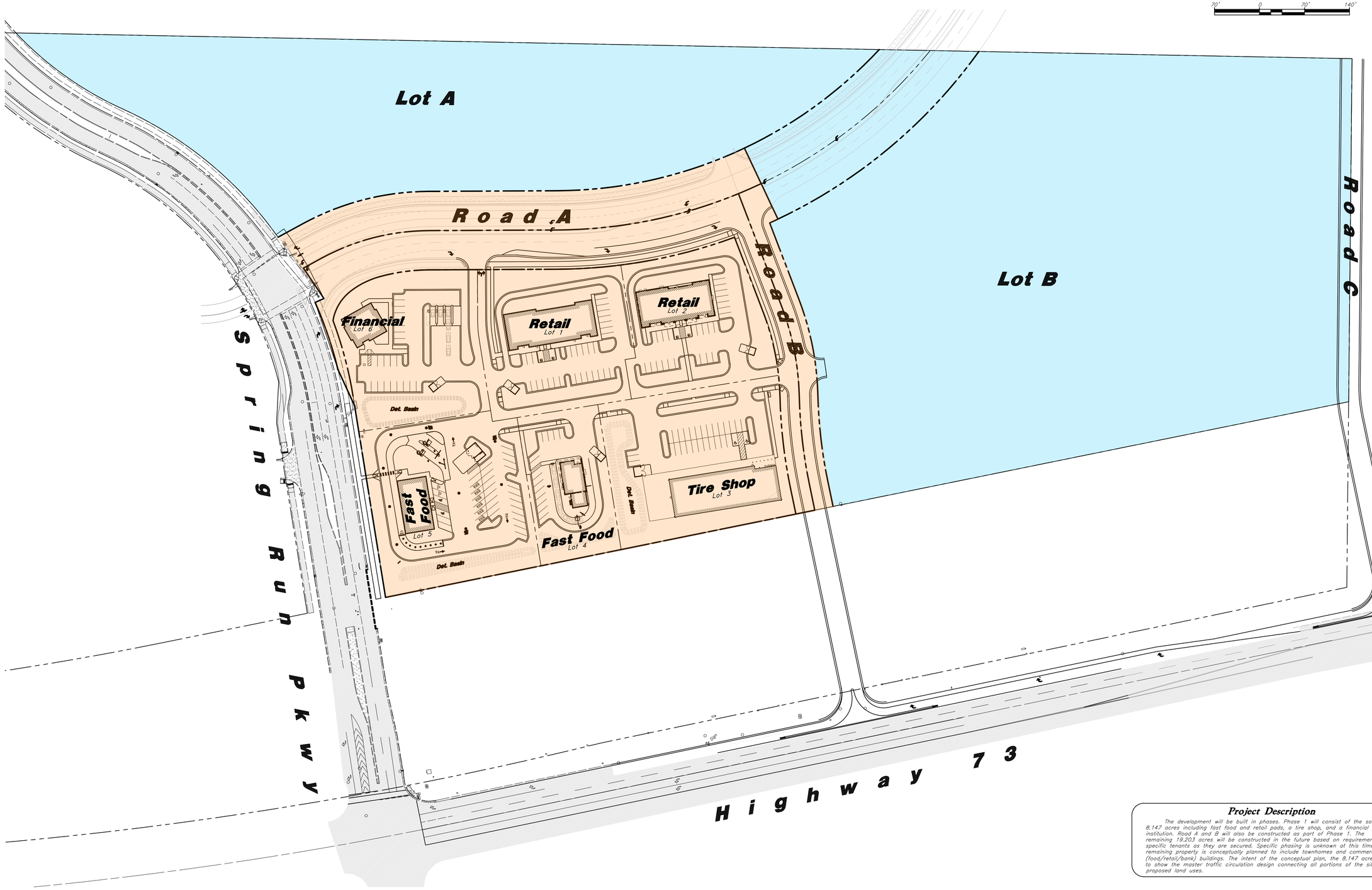
Site Data
Total Area = 27.350 acres

Zoning Legend

- Commercial Community Zone (CC)
- Commercial [Current Zone to Remain]

Scale: 1" = 70'

70' 0 70' 140'



Project Description

The development will be built in phases. Phase 1 will consist of the southwest 8.147 acres including fast food and retail pads, a tire shop, and a financial institution. Road A and B will also be constructed as part of Phase 1. The remaining 19.203 acres will be constructed in the future based on requirements of specific tenants as they are secured. Specific phasing is unknown at this time. The remaining property is conceptually planned to include townhomes and commercial (food/retail/bank) buildings. The intent of the conceptual plan, the 8.147 acres, is to show the master traffic circulation design connecting all portions of the site, and proposed land uses.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name:
ACD

24-120 Land Use Map

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Proposed Land Use & Zoning Map

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C3.0

Detention Requirements per Lot (based on 0.2 cfs/acre release rate)	
Lot	Volume Required (cf)
1	4,300
2	4,476
3	6,437
4	2,643
5	5,222
6	4,082
Remainder	82,823

Water Quality

The flows within the storm drain system on the site will be treated and prior to being discharged in a controlled manner into Eagle Mountain City's public system.

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Utah County, Utah and Incorporated Areas Community Map No. 49049C0150F dated June 19, 2020. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual floodplain." (No Shading)

Subbasin Description

The overall development will receive some flow from the low density housing that exists north (upstream) of the site. Any flow that will accumulate to the west and east will continue on the same historical path as they historically have, missing the site.

The drainage basins, future and proposed, were delineated based on site topography. Ultimately, the site sheet flows from north to south towards Highway 79 consistent with historic flow patterns. Public Streets 1 and 2 are crowned to force water into catch basins along the roadways.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name: ACD

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

24-120 Grading & Drainage Plan

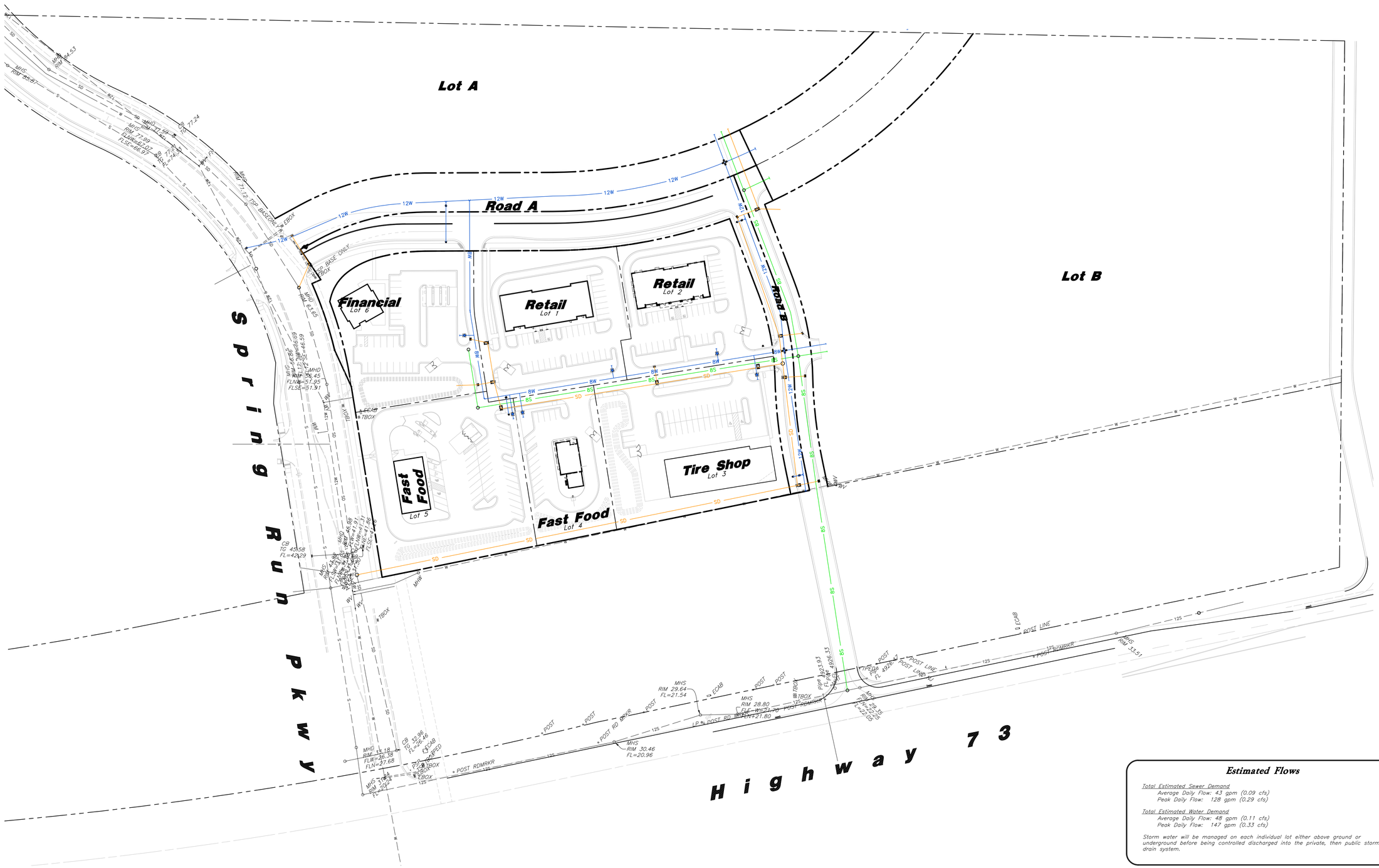
Grading & Drainage Plan

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C4.0



Estimated Flows

Total Estimated Sewer Demand
Average Daily Flow: 43 gpm (0.09 cfs)
Peak Daily Flow: 128 gpm (0.29 cfs)

Total Estimated Water Demand
Average Daily Flow: 48 gpm (0.11 cfs)
Peak Daily Flow: 147 gpm (0.33 cfs)

Storm water will be managed on each individual lot either above ground or underground before being controlled discharged into the private, then public storm drain system.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name: ACD
24-120 Infrastructure Map

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

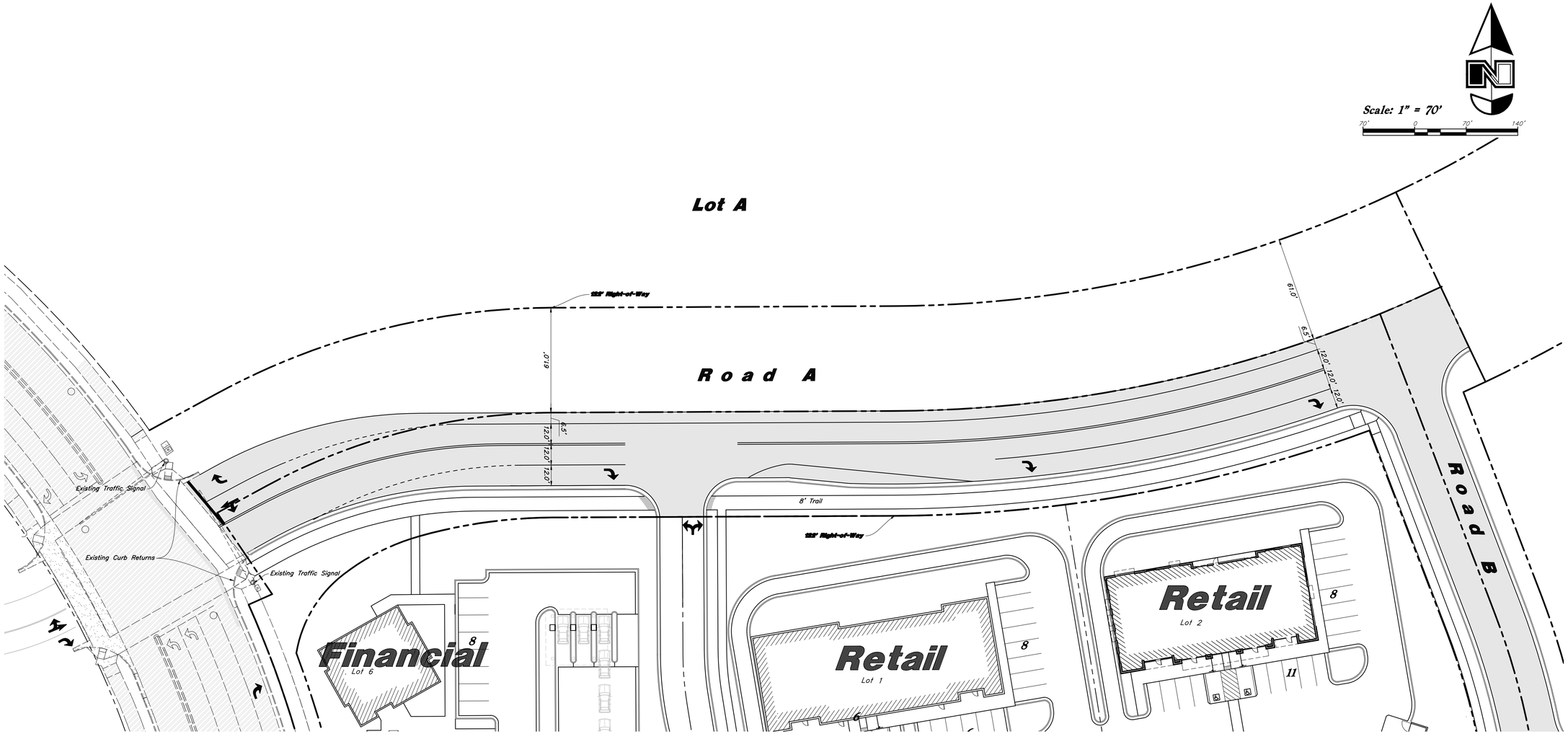
Infrastructure Map

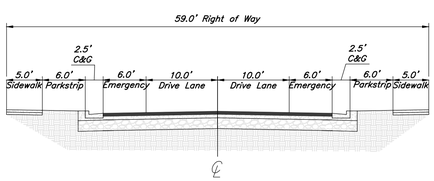
Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

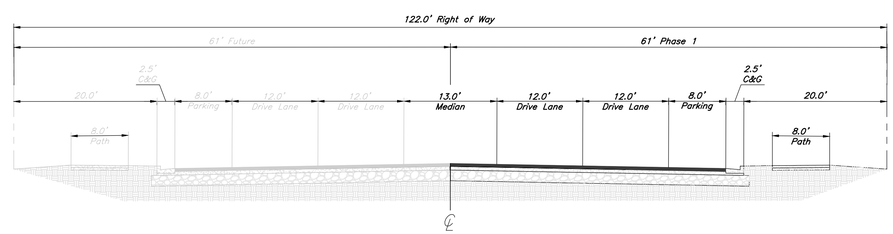
SHEET NO.
C5.0





2 **Local 59' ROW**

1"=10'



1 **Minor Arterial - 122' ROW**

1"=10'

General Site Notes:

1. The Local – 59' ROW is shown to use as a comparison between 1) what was originally proposed with the development and considered the developer's responsibility and 2) the proposed Phase 1 Development of the south half of the 122' ROW.

2. The following are items pertaining to the 122' ROW that will be constructed with Phase 1 that is in addition to the originally proposed 59' ROW and will be the responsibility of the city:
   a. Asphalt: 6.5'
   b. Landscaping: 6'
   c. Sidewalk/Path: 3'
   d. Less curb and gutter on north side of roadway.

3. Additional elements related to the wider roadway such as, but not limited to, grading, utilities retaining walls, land, and etc. will be detailed and coordinated separately.

REV	DATE	DESCRIPTION

Designed by: DG
Drafted by: CC
Client Name:
ACD

24-120 SP

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Road A Interim Site Plan

Spring Run Plaza

Highway 73 & Spring Run Parkway
Eagle Mountain, Utah 84005

18 Nov, 2025

SHEET NO.
C6.0

General Plan Categories/Future Land Use Map

LEGEND

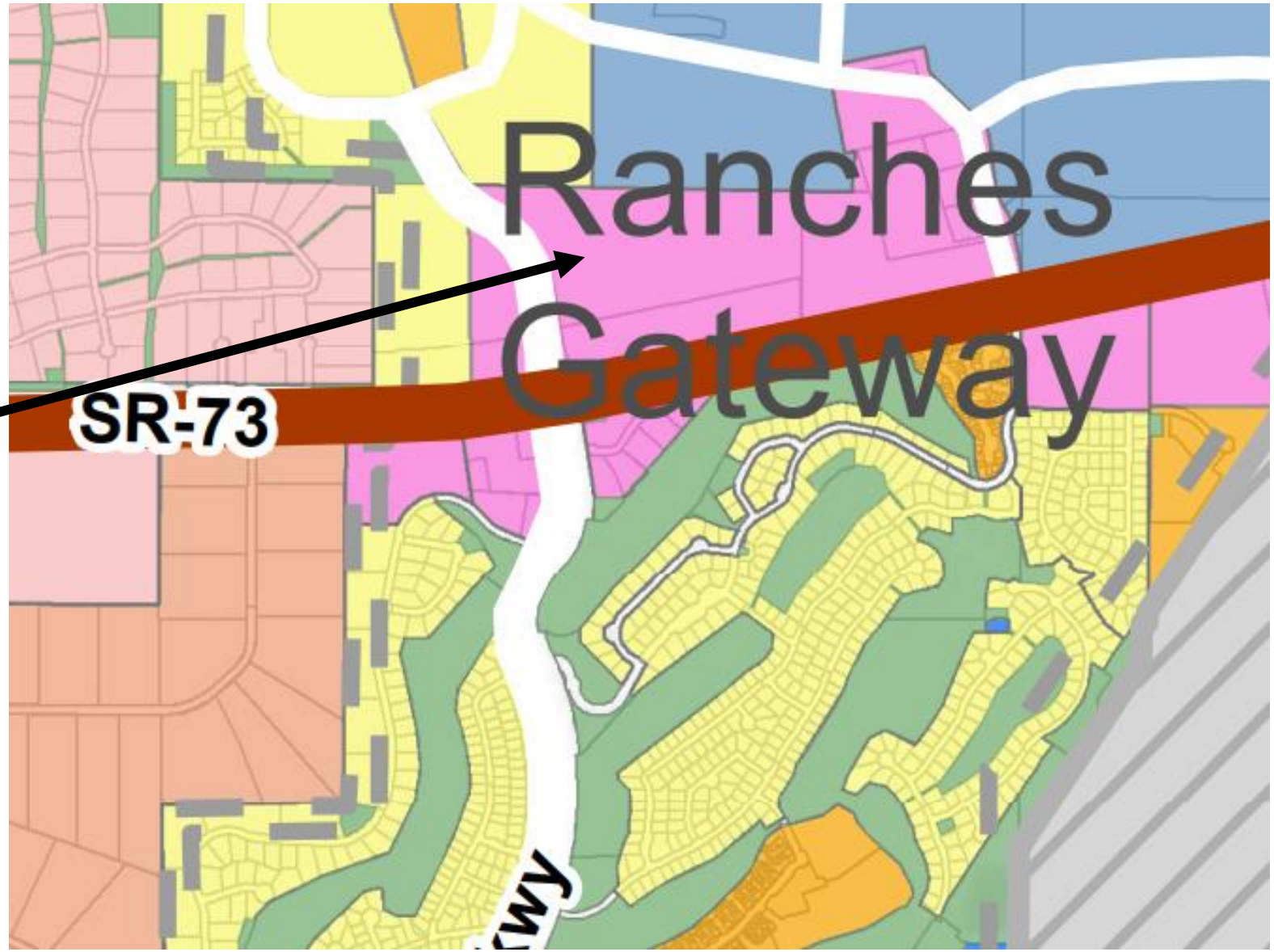
Residential Categories:
- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

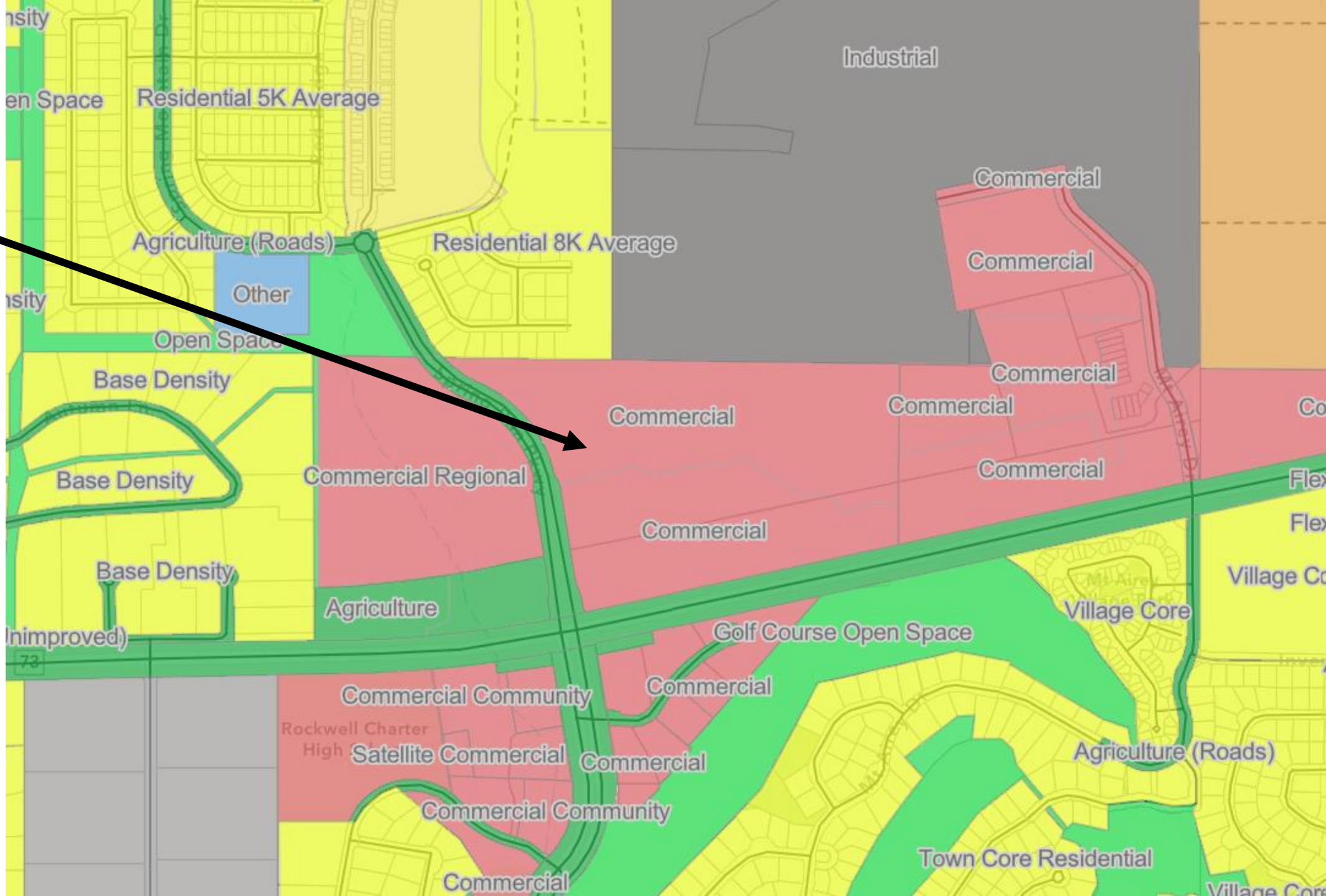
Public/Civic Categories:
- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION
- UDOT Highway/Freeway
- City Road Network - Collector & up

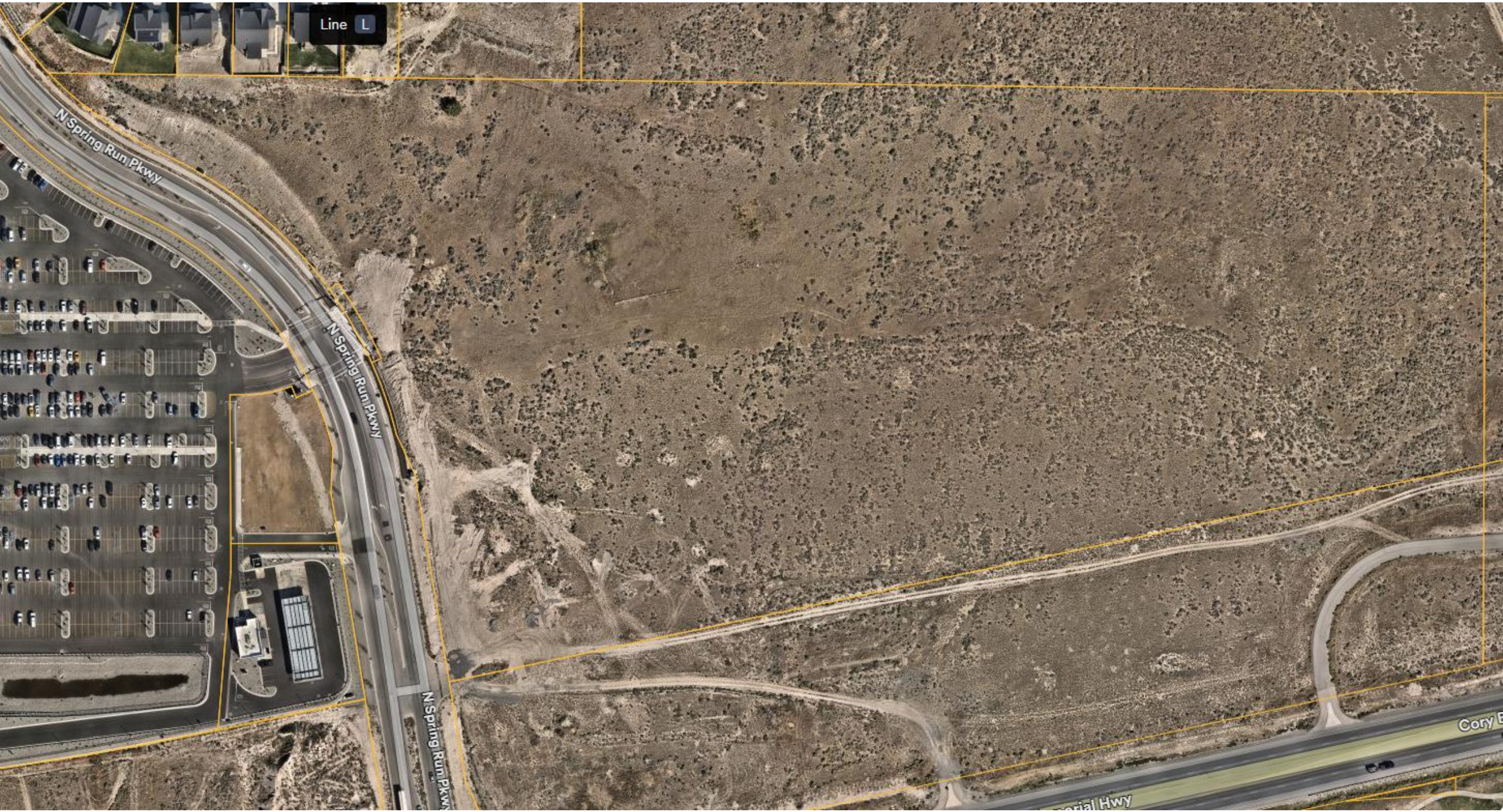


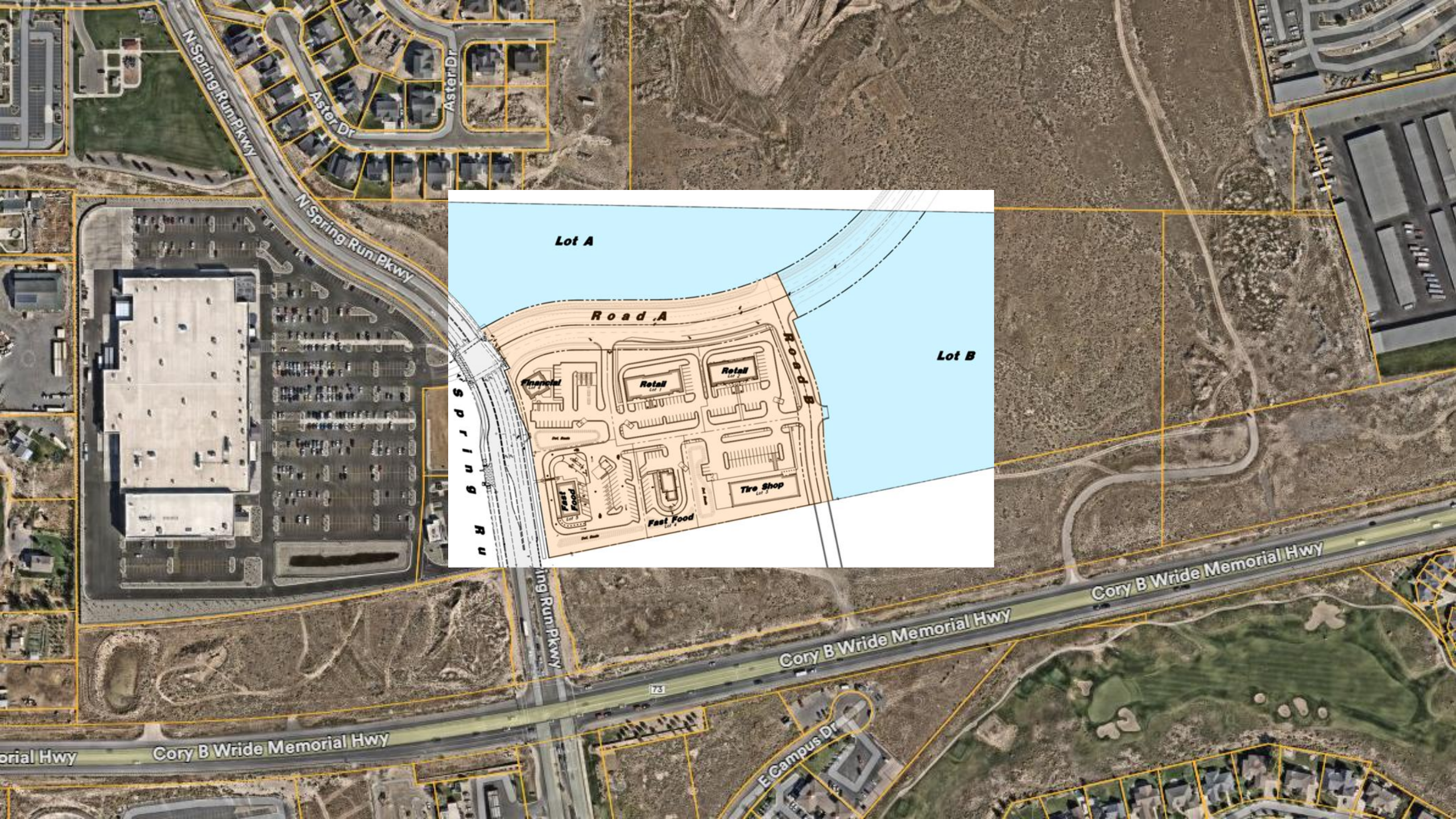
Zoning


Industrial
Residential 5K Average
Commercial
Commercial
Agriculture (Roads)
Residential 8K Average
Other
Open Space
Base Density
Commercial
Commercial
Commercial
Commercial Regional
Commercial
Base Density
Base Density
Agriculture
Village Core
Golf Course Open Space
Commercial
Commercial Community
Commercial
Satellite Commercial
Commercial
Agriculture (Roads)
Commercial Community
Town Core Residential
Commercial

Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Tickville Gulch
Meadow Ranch Park
Eagle Mountain
Harvest Hills Park
Aspen Hills
Sunrise Meadows Park
Pioneer Xing
Nolan Park
Neighborhood Park
emorial Hwy
85
145

N Shiloh Way
N Spring Rd
N Ox Brd
Mountain Dr
N Red
E Bridge St
Bluebell Dr
Aster Dr
E Ox Brd
N Mt Airey Dr
E Autumn Dr
E Harvest Ln
N Spring Run Pkwy
Cory B Wride Memorial Hwy
E Short Rd
al Hwy
E Campus Dr
N Cedar Pass Rd
Stonebridge Ln
N Ranches Pkwy
N Sky View Loop
Torrey Pines Loop
Pebble Creek Loop
E Mt Airey Dr
E Clubhouse Ln
N Clubhouse Ln
N Kilkenny Way
N Stirling Way
Vanhamlin
Edinburgh


Line L
N Spring Run Pkwy
N Spring Run Pkwy
N Spring Run Pkwy
Cory
orial Hwy


N Spring Run Pkwy
Aster Dr
Aster Dr
N Spring Run Pkwy
Lot A
Road A
Lot B
Road B
Financial
Retail
Retail
Fast Food
Fast Food
Tire Shop
Spring Run Pkwy
Cory B Wride Memorial Hwy
Cory B Wride Memorial Hwy
Cory B Wride Memorial Hwy
E Campus Dr

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	PUBLIC HEARING / ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

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

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 6 and Title 17 to Establish Standards for Alternative Animal Management Plans and Update Other Zoning Provisions.

BACKGROUND:
On October 21, 2025, the City Council remanded the code amendment proposal back to the Planning Commission for their review. Staff was directed to make changes to Table 6.10.080 regarding the number of animals permitted on larger lots, to add language ensuring that the City Council was notified of the Planning Commission's decisions on alternative animal management plans, and to provide an avenue for structures housing animals to potentially be closer to neighboring properties with an approved alternative animal management plan.

ITEMS FOR CONSIDERATION:
The City Council should consider the potential consequences associated with the proposed code changes if approved. Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On November 12, 2025, the Planning Commission forwarded a positive recommendation (4-1) to the City Council with the following change:

1. Revocation of alternative animal management plans be handled by the Planning Commission.

ATTACHMENTS:

1. Ordinance
2. Redlines

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE TITLE 6 AND TITLE 17 TO ESTABLISH STANDARDS FOR ALTERNATIVE ANIMAL MANAGEMENT PLANS AND UPDATE RELATED ZONING PROVISIONS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Title 6, Sections 6.05.26 and 6.10.080 for establishing standards for alternative animal management plans and Title 17, Sections 17.65.050, 17.65.100, 17.70.040, 17.70.050, and 17.105.050 to clarify exceptions to accessory dwelling unit standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Title 6, Sections 6.05.26 and 6.10.080 for establishing standards for alternative animal management plans and Title 17, Sections 17.65.050, 17.65.100, 17.70.040, 17.70.050, and 17.105.050 to clarify exceptions to accessory dwelling unit standards, as described in Exhibit A.

2. The amendment described in Exhibit A is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 2nd day of December, 2025.

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

_____
Gina L. Olsen
City Recorder

Posted on _____ by _____.

Exhibit A

6.05.260 Number of animals.

No person may harbor or possess more than the number of dogs shown in Table 6.05.260(a) or more than four cats, four months of age or older, without acquiring a short-term pet sitting license, kennel license, or a hobby breeder license for such use or facility from the city. Ownership of more than four cats without said licenses must be approved by the animal regulation coordinator for a legitimate business purpose.

Table 6.05.260(a)

Maximum Permitted Number of Dogs by Lot Size					
Dog Size	Lot Size	Dogs Allowed as Pets (No License Required)	Hobby Breeder License*	Short-Term Dog Sitting*	Kennel
Small	Condos/Apartments or Townhomes	2	~~n/a~~ N/A	2	~~n/a~~ N/A
Large		2	~~n/a~~ N/A	2	~~n/a~~ N/A
Small	Under 5,500 SF	2	4	4	~~n/a~~ N/A
Large		2	3	3	~~n/a~~ N/A
Small	5,501 – 8,000 SF	3	4	4	~~n/a~~ N/A
Large		3	4	4	~~n/a~~ N/A
Small	8,001 – 21,780 SF	4	6	6	~~n/a~~ N/A
Large		4	5	5	~~n/a~~ N/A
Small	21,781 SF – I Acre	4	6	6	~~n/a~~ N/A
Large		4	6	6	~~n/a~~ N/A
Small	> I Acre to < 10 Acres	4	8	8**	~~n/a~~ N/A
Large		4	8	8**	~~n/a~~ N/A
Small	> 10 Acres to < 20 Acres	6	12**	12**	As approved by PC
Large		6	12**	12**	As approved by PC
Small	> 20 Acres	8	16**	16**	As approved by PC
Large		8	16**	16**	As approved b~~v~~y PC
~~* Total number of dogs allowed on property~~					
~~** Additional dogs may be approved by the planning commission~~					

* Total number of dogs allowed on property

** Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the Planning Commission. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the approval shall be subject to revocation by the Planning Commission.

6.10.080 Residential livestock requirements.

A residential property may have a mix of the permitted animals so long as the required fencing area is provided. (Chickens, ducks, and similar fowl are exempted from these regulations and are allowed per EMMC 17.25.030, residential land use table.)

Table 6.10.080 – Residential Livestock Requirements*

Animal***	Max. Number Allowed on Lots				Available Fenced Area per Animal	Minimum Lot Size
	1/2 to 0.99 Acres	1 to 1.99 Acres	2 to 2.99 Acres	3 or More Acres		
Horse/Mule	0**	4	8	~~12~~ 4 per acre	2,500 s.f.	1 Acre**
~~Buffalo~~ Bison	0	2	4	~~6~~ 2 per acre	2,500 s.f.	1 Acre
Cattle	2	4	8	~~12~~ 4 per acre	2,500 s.f.	1/2 Acre
Donkey	2	4	8	~~12~~ 4 per acre	2,500 s.f.	1/2 Acre
Llama	2	4	8	~~12~~ 4 per acre	2,500 s.f.	1/2 Acre
Emu/Ostrich	4	8	12	~~16~~ 5 per acre	500 s.f.	1/2 Acre
Sheep/Goat	4	8	12	~~16~~ 5 per acre	500 s.f.	1/2 Acre
Pig (all kinds)	2	4	6	~~8~~ 3 per acre	500 s.f.	1/2 Acre

* Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the ~~p~~Planning ~~c~~Commission. ~~Approval of the plan by the commission shall be considered a conditional use and shall be subject to all required conditions~~. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the ~~conditional use~~ approval shall be subject to revocation by the ~~code enforcement or animal control officer~~ Planning Commission.

** Two horses/mules allowed on one-half-acre+ properties within the equine overlay zone.

*** Any animal that a reasonable person would define as a half-size (or smaller) of an average adult animal shall count as a half-unit including offspring and miniature animals. Offspring shall not count towards maximum animal numbers until weaned.

Chapter 6.15
ALTERNATIVE ANIMAL MANAGEMENT PLANS

6.15.010 Application.

Individuals may propose an alternative animal management plan to the Planning Commission for their review and approval. Interested persons shall submit an application for an alternative animal management plan on forms prepared by the Planning Director. No alternative animal management plan shall be processed without the submission of the application and all supporting materials (including processing fee) as required by this chapter.

A. Supporting Materials. The alternative animal management plan application shall be submitted with the materials listed in this section. The Planning Director may determine and require that additional items not listed herein be submitted in order to evaluate the alternative animal management plan application.

1. Narrative. A detailed narrative explaining the reasons for an alternative animal management plan proposal.

2. Site Plan. A detailed site plan showing the entirety of the property. Provide locations of animals and their distances from the property lines and all adjacent residential dwellings.

3. Mitigation Plan. A detailed plan that describes mitigation efforts to reduce the impacts caused by animals or animal-related home businesses (i.e. sound, refuse, smell, flies, traffic, parking, etc.)

4. Applicable Photos. Detailed photos of where the animals are being housed, applicable fencing, etc.

5. Fee. The processing fee required by the current consolidated fee schedule approved by the City Council.

6.15.020 Approval process.

The approval process for an alternative animal management plan shall be as follows:

A. Planning Commission Public Hearing. Upon receipt of a completed application and subsequent review by the Planning Director or designee, the application shall be placed on the next available Planning Commission agenda for a public hearing no more than 45 days after a complete application has been submitted. The Planning Director shall cause all

property owners within 600 feet of the boundaries of the proposed application area (including a minimum of at least 25 adjacent property owners) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the Planning Commission meeting. A copy of the public notice of the hearing shall also be posted in three public places (including the City offices) within the City at least 10 days prior to the hearing.

B. Staff shall ensure that the Planning Commission agenda report is also made available to the City Council for their review.

C. Planning Commission Review. The Planning Commission will review each application and may approve, approve with conditions, or deny the application based upon findings of facts. The Planning Commission may also defer action if an applicant fails to appear at the Commission meeting or there is insufficient application information provided.

D. Within three days of the Planning Commission's review and action, Staff will inform the City Council of the action taken by the Planning Commission.

E. City Council Review. The action of the Planning Commission shall be final unless a member of the City Council requests that the alternative animal management plan be reviewed by the City Council within 15 days of the Planning Commission's action. If an alternative animal management plan application is placed upon a City Council meeting for action, the City Council shall be the land use authority.

6.15.030 Determination

The Planning Commission may approve an alternative animal management plan located within an agriculture or single-family residential zone. In approving an alternative animal management plan, the Planning Commission may impose such requirements and conditions necessary for the protection of adjacent properties and the public interest. The Planning Commission may approve an alternative animal management plan upon determining the following:

A. Health, Safety, and Welfare. That such use will not, under the circumstances, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity and will not institute a nuisance to property owners;

B. General Plan. That the proposed use does not conflict with the intent of the Eagle Mountain City general plan.

6.15.040 Considerations and standards.

In reviewing an application for an alternative animal management plan, the Staff and Planning Commission shall review, but not limit their review to, the following considerations

and standards. Some considerations and standards may only apply to animal-based home businesses:

A. The Site of the Structures or Use, and in Particular:

1. Adequacy of Site. The adequacy of the site to accommodate the proposed use and all related activities.

2. Screening. The location and possible screening of all outdoor accommodations and activities.

3. Adjoining Uses. The relation of the proposed buildings or use to any adjoining buildings with particular attention to protection of light, air, noise, and odor.

B. Traffic Circulation and Parking:

1. Street. The type of street serving the proposed use in relation to the amount of traffic expected to be generated.

2. Access. The adequacy, convenience, and safety of provisions for vehicular access and parking, including the location of driveway entrances and exits.

3. Truck Traffic. The amount, timing, and nature of associated truck traffic.

C. The Impact of the Proposed Buildings or Use on Surrounding Uses, and in Particular:

1. Impact of Patrons. The number of customers or users and the suitability of the resulting activity level to the surrounding uses and especially to any neighboring uses of public importance such as schools, libraries, playgrounds, religious or cultural meeting halls, and hospitals.

2. Hours of operation.

3. Off-Site Effects. Adequacy of provisions for the control of any off-site effects such as noise, dust, odors, light, or glare, etc.

4. Special Hazards. Adequacy of provisions for protection of the public against any special hazards arising from the intended use.

6.15.050 Optional conditions.

Applicants for alternative animal management plans shall meet all applicable requirements of this title. In addition, the Planning Commission may establish conditions and requirements as part of the approval that address concerns regarding safety for persons

and property, health and sanitation, nuisances, master plan proposals, and neighborhood characteristics. Specifically, the Planning Commission may require:

A. Conditions Relating to Safety of Persons and Property.

1. Increased Setbacks. Increased setback distances from lot lines where the Planning Commission determines it to be necessary to ensure the public safety and to prevent nuisances to adjacent properties.

2. Lighting. Limitations and control of the number, location, color, brightness, and height of lighting units used on the property.

B. Conditions Relating to Health and Sanitation.

1. Culinary Water. A guarantee of sufficient culinary water to serve the intended land use and a water delivery system meeting standards adopted by the City Council.

2. Wastewater. A wastewater disposal system and a solid waste disposal system meeting standards adopted by the City Council.

3. Sizing of Utilities. Construction of water mains, sewer mains, and drainage facilities serving the proposed use, in sizes necessary to protect existing utility users in the vicinity and to provide for an orderly development of land.

C. Conditions Relating to Environmental Issues.

1. Pollution. Processes for the control, elimination, or prevention of land, water, or air pollution; the prevention of soil erosion; and control of objectionable odors and noise.

2. Dust and Erosion. The planting of ground cover or other surfacing to prevent dust and erosion.

D. Conditions Relating to Compliance with the Intent of the General Plan and Characteristics of the Vicinity or Neighborhood.

1. Removal of Incompatible Materials. The removal of structures, debris, or other materials incompatible with the intended characteristics of the applicable zone.

2. Fences and Screening. Limitations or controls on the location, heights, and materials of walls, fences, hedges, and screen plantings to ensure a buffer between adjacent properties.

3. Landscaping. Landscaping to ensure compatibility with the intended characteristics of the applicable zone.

6.15.060 Inspection.

Following the approval of an alternative animal management plan by the Planning Commission, the City Staff shall ensure that site development and uses are conducted in compliance with the approved plan and any conditions that were applied. Upon request made by City Staff, property owners shall allow, within reasonable hours, an inspection of the property to determine compliance with the approved alternative animal management plan. The Planning Commission may request that alternative animal management plans be placed upon their agenda for review to ensure compliance with the conditions or requirements of approval as necessary. Failure to comply with the conditions or requirements of approval may result in the approval being revoked.

6.15.070 Noncompliance.

Owners of property where an alternative animal management plan has been approved shall be responsible for their property's compliance with the approval, conditions of approval, and the City's ordinances. Property owners that fail to maintain or violate the approval, conditions of approval, and City ordinances may have the approval revoked by the Planning Commission. Notice shall be given to the property owner that they have 14 days to correct a violation before the approval is revoked.

17.05.200 Tables.

Table 17.05.200(a) Public Hearing

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities**
GENERAL PLAN					
General Plan*	Yes	Yes	Published in paper – Direct mailed notice to affected entities – Post notice in 3 public places	10 Days	Yes – Check definition of affected entity
LAND USE ORDINANCE					
EMMC Titles 16, Subdivisions, and 17, Zoning: Requirements and Approvals	Yes	Yes	Published in paper – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet including at least 25 property owners and to affected agencies – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity
HOME BUSINESS					
License Official Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 300 feet including at least 15 property owners – Post notice in 3 public places	10 Days	N/A
ACCESSORY DWELLING UNITS (ADUs)					
Planning Director Approval	No	No	N/A	N/A	N/A
Planning Commission Approval	Yes	No	Direct mailed notice to property owners within 600 feet – Post notice in 3 public places	10 Days	N/A

Table 17.05.200(a) Public Hearing

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities**
SIGN REGULATIONS					
Sign Permit – Planning Director Approval	No	No	N/A	N/A	N/A
Model Home Signage	No	No	N/A	N/A	N/A
Directional/Advertising Business Signage	No	No	N/A	N/A	N/A
ANIMAL MANAGEMENT PLANS					
Planning Commission	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners – Post notice in 3 public places	10 Days	N/A
REZONING OF PROPERTY					
Rezoning	Yes	Yes	Published in paper – Direct mailed notice, with summary to be understood by a lay person, to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
CONDITIONAL USE					
Conditional Use	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)

Table 17.05.200(a) Public Hearing

	P.C. Hearing	C.C. Hearing	Notice Type	Notice Period	Affected Entities**
SITE PLAN REVIEW					
Site Plan Review	Yes	No	Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places	10 Days	Perhaps – Check definition of affected entity (required if rezoning to a multi-unit residential, commercial, and industrial)
VARIANCES					
Variance	~~Yes~~ No	No	~~Direct mailed notice to property owners within 600 feet including at least 25 property owners and to affected entities – Post notice in 3 public places~~ N/A	~~10 Days~~ N/A	~~Perhaps – Check definition of affected entity~~ N/A

NOTES: Posting the agenda for a public meeting on the website (~~http://emcity.org~~ https://eaglemountain.gov/) counts as a public place.

* The general plan requires a notice of intent of 10 days to prepare a plan amendment which is mailed or e-mailed to the affected entities.

** Affected entities include but are not limited to: State Planning Coordinator, Automated Geographic Reference Center, Utah Department of Transportation, Utah County, Mountainland Association of Governments, Alpine School District, Timpanogos Special Service District, Saratoga Springs, Fairfield, and Cedar Fort.

Table 17.05.200(b) Land Use Authority

	Land Use Authority	
	Advisory Body	Land Use Authority
GENERAL PLAN		
General Plan	Planning Commission	City Council
LAND USE ORDINANCE		

Table 17.05.200(b) Land Use Authority

	Land Use Authority	
	Advisory Body	Land Use Authority
EMMC Title 17, Zoning	Planning Commission	City Council
EMMC Title 16, Subdivisions: Requirements and Approvals	Planning Commission	City Council
HOME BUSINESS		
License Official Approval	None	License Official
Planning Commission Approval	License Official	Planning Commission*
ACCESSORY DWELLING UNITS (ADUs)		
Planning Director Approval	None	Planning Director
Planning Commission Approval	Planning Director	Planning Commission*
SIGN REGULATIONS		
Sign Permit – Planning Director	None	Planning Director
Model Home Signage	Planning Commission	City Council
Directional/Advertising Business Signage	Planning Commission	City Council
ANIMAL MANAGEMENT PLANS		
Animal Management Plan	~~Planning Commission~~ Planning Director	~~City Council~~ Planning Commission*
REZONING OF PROPERTY		
Rezoning	Planning Commission	City Council
CONDITIONAL USE		
Conditional Use Permit	Planning Director	Planning Commission*
SITE PLAN REVIEW		
Site Plan	Planning Commission	City Council
VARIANCES		
Variance	Planning Director	Planning Commission

* The ~~c~~City ~~c~~Council reserves the right to become the land use authority by requesting that the item be scheduled for review and action by the ~~c~~Council within 15 calendar days of the ~~p~~Planning ~~c~~Commission's action. See EMMC 17.05.170 for additional details.

Table 17.05.200(c) Appeal Authority

		1st Appeal		2nd Appeal		3rd Appeal	
	Land Use Authority	Days to Appeal	Body	Days to Appeal	Body	Days to Appeal	Body
GENERAL PLAN							
General Plan	City Council	30	District Court	N/A	None	N/A	None
LAND USE ORDINANCE							
EMMC Title 17, Zoning	City Council	30	District Court	N/A	None	N/A	None
EMMC Title 16, Subdivisions: Requirements and Approvals	City Council	30	District Court	N/A	None	N/A	None
HOME BUSINESS							
License Official Approval	License Official	10	Planning Commission	10	City Council	30	District Court
Planning Commission Approval	Planning Commission	10	City Council	30	District Court	N/A	None
ACCESSORY DWELLING UNITS (ADUs)							
Planning Director Approval	Planning Director	10	Planning Commission	10	City Council	30	District Court
Planning Commission Approval	Planning Commission	10	City Council	30	District Court	N/A	None
SIGN REGULATIONS							
Sign Permit – Planning Director	Planning Director	10	Planning Commission	10	City Council	30	District Court
Model Home Signage	City Council	30	District Court	N/A	None	N/A	None
Directional/Advertising Business Signage	City Council	30	District Court	N/A	None	N/A	None

Table 17.05.200(c) Appeal Authority

		1st Appeal		2nd Appeal		3rd Appeal	
	Land Use Authority	Days to Appeal	Body	Days to Appeal	Body	Days to Appeal	Body
ANIMAL MANAGEMENT PLANS							
Animal Management Plan	Planning Commission	10	City Council	30	District Court	N/A	None
REZONING OF PROPERTY							
Rezoning	City Council	30	District Court	N/A	None	N/A	None
CONDITIONAL USE							
Conditional Use Permit	Planning Commission	10	City Council	30	District Court	N/A	None
SITE PLAN REVIEW							
Site Plan	City Council	30	District Court	N/A	None	N/A	None
VARIANCES							
Variance	Planning Commission	10	City ~~Attorney~~ Council	30	District Court	N/A	None
ADMINISTRATIVE DECISIONS							
Nonconforming Use or Structure	Planning Director	10	City Attorney	30	District Court	N/A	None
Vested Rights	Planning Director	10	City Attorney	30	District Court	N/A	None
Administrative Decisions*	Planning Director	10	Planning Commission	10	City Council	30	District Court

*Administrative decisions include but are not limited to: interpretations of this title and the zoning map, etc.

17.25.040 Residential development standards.

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

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Type of Housing	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached (small lot)	MF 2-6 units/building	MF ≤ 12 units/building
Maximum Gross Density										10 units/acre	20 units/acre
Minimum Residential Lot Sizes	5+ acres (217,800 sq ft)	2.5 acres (108,900 sq ft)	1 acre (43,560 sq ft)	1/2 acre (21,780 sq ft)	1/4 acre (10,890 sq ft)	1/4 acre (10,890 sq ft)	8,000 sq ft	6,500 sq ft	4,500 sq ft		
Minimum Average Lot Sizes[7]				3/4 acre (32,670 sq ft)	1/2 acre (21,780 sq ft)	1/3 acre (14,520 sq ft)	1/4 acre (10,890 sq ft)	8,500 sq ft	6,000 sq ft		
Required Improved Open Space (in compliance with EMMC 16.35.105)				500 sq ft per lot	750 sq ft per lot	750 sq ft per lot	900 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd
Primary Structure	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'[8]	35'[8] or 45'[9]

Residential Development Standards

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

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
										buildings	buildings
Garage Side	20'	20'	15'	15'	10'	10'	10'	10'	10'	15' between buildings	20' between buildings
Street Side	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'	15'
Maximum Footprint Coverage of Accessory Structure(s)[4]					10%						
Minimum Setbacks for Accessory Structures[3]											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Side	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
Distance from a Residential Dwelling	Structures housing animals: 50' from neighboring residences[10]; 6' for all other structures					6'	6'	6'	6'	6'	6'
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

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

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

[2b] Townhouse buildings in MF1 and MF2 zones shall completely front/abut on, and be accessed via, streets, not service drives.

[2c] Lots with apartment buildings thereon in MF1 and MF2 zones shall front/abut streets, but may have their parking spaces/lots accessed either via service drives or streets.

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

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

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

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

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

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

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

[10] Structures housing animals may be closer to neighboring residences with an approved alternative animal management plan. Accessory structure minimum setbacks will still apply.

17.65.050 Approval process.

Home business licenses shall be approved by the ~~l~~License ~~o~~Official, or designee. Any petition for a minor exception from the standards listed in EMMC 17.65.060(A) through (F) may be approved administratively at the discretion of the ~~l~~License ~~o~~Official if the exception does not adversely impact surrounding residents or affect the residential characteristics of the neighborhood, or significantly increase traffic or the demand on utilities. Any other petition for an exception from the standards in this chapter requires approval by the ~~p~~Planning ~~c~~Commission before the license may be issued or renewed. In addition, any home business currently in operation that constitutes a nuisance may also be required to go before the ~~p~~Planning ~~c~~Commission for continued use of the license and operation of the

business. If the ~~p~~Planning ~~c~~Commission denies the continued use of the license, the license shall not be renewed.

17.65.100 Appeals.

Aggrieved applicants may appeal the decision of the license official, or designee, to the ~~p~~Planning ~~c~~Commission within 10 days of the announced decision. In all cases, the appeal board shall ~~conduct a public hearing and~~ review the application of the proposed business. The ~~p~~Planning ~~c~~Commission may approve, approve with conditions, or deny the application of the proposed home business.

Aggrieved applicants may appeal the decision of the ~~p~~Planning ~~c~~Commission to the ~~c~~City ~~c~~Council within 10 days of the announced decision. In all cases, the appeal board shall ~~conduct a public hearing and~~ review the application of the proposed business. The ~~c~~City ~~c~~Council may approve, approve with conditions, or deny the application of the proposed home business.

Aggrieved applicants of the ~~c~~City ~~c~~Council's decision may appeal to district court within 30 days of the announced decision.

17.70.040 Accessory dwelling unit permit.

Any person owning an existing accessory dwelling unit that has not been permitted by the ~~c~~City, or any person constructing or causing construction of a residence that has an accessory dwelling unit, or any person remodeling or causing the remodeling of a residence for an accessory dwelling unit, shall obtain an accessory dwelling unit permit from the ~~p~~Planning ~~d~~Division of the ~~c~~City's ~~c~~Community ~~d~~Development ~~d~~Department. This shall be in addition to any required building permit for the work to be performed. The applicant shall obtain all necessary building permits and pay all applicable fees prior to constructing the ADU, including permits for a basement that was finished previously without a permit. Accessory dwelling units constructed without an approved accessory dwelling unit permit shall be considered illegal until a permit is submitted to and approved by the ~~c~~City.

A. Applications. Applicants for an accessory dwelling unit shall submit a complete application and the supporting materials listed in this section to the ~~p~~Planning ~~d~~Division of the ~~c~~Community ~~d~~Development ~~d~~Department.

1. Owner Signature. The owner shall sign the application, agreeing to occupy the dwelling (either the primary unit or the ADU), except for bona fide temporary absences, and agreeing to comply with the standards in this chapter.

2. Site Plan. A site plan shall be provided that shows property lines, dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings to property lines, the location of required off-street parking, and utility meters.

3. Floor Plan. A detailed floor plan, to scale, showing the floor in which the accessory dwelling unit will be located, including labels on rooms indicating uses or proposed uses, shall be provided.

4. Evidence of Building Permit. Evidence shall be provided that a building permit was obtained for the building and/or area containing the accessory dwelling unit.

5. Fee. The processing fee required by the current ~~c~~Consolidated ~~f~~Fee ~~s~~Schedule approved by the ~~c~~City ~~c~~Council shall be paid in full.

B. Planning Director or Designee Approval. The ~~p~~Planning ~~d~~Director or designee shall approve an accessory dwelling unit application if it is in complete compliance with all the approval criteria standards identified in this chapter. As part of the ~~p~~Planning ~~d~~Director's or designee's review, inspections may be required by the ~~p~~Planning~~,~~ or ~~b~~Building Divisions, and/or ~~f~~Fire ~~d~~Department~~s~~.

C. Exceptions to Standards. Accessory dwelling unit applications that deviate from the approval criteria may be considered by the ~~p~~Planning ~~c~~Commission in a public meeting. After conducting a public hearing and reviewing the application, the ~~p~~Planning ~~c~~Commission may approve, approve with conditions, or deny the ~~application~~ exception request. Applicants requesting exceptions are not guaranteed approval and must provide evidence that the exceptions will not create negative impacts on neighboring properties. Conditions must be connected to the exceptions being requested, and may include increased setbacks, limitations on windows and doors adjacent to abutting property lines, privacy fencing, and additional parking. Exceptions shall not be granted for the number of accessory dwelling units, owner occupation, permanent utility connections, attachment to permanent foundations, building permit requirements, exterior appearance, off-street parking, addressing, and for short-term rentals.

D. Transfer of Ownership. Upon sale of the home or transfer of ownership, accessory dwelling unit permits shall remain valid so long as the accessory dwelling unit is in compliance with the ~~c~~City's ordinances and conditions of approval.

17.70.050 Noncompliance.

Owners of the single-family dwelling where the accessory dwelling unit use has been approved shall be responsible for their property's compliance with the ~~c~~City's ordinances and conditions of approval. Property owners who fail to maintain or violate the ~~c~~City's ordinances regulating accessory dwelling unit use or conditions upon which approval was contingent may have the accessory dwelling unit permit revoked by the ~~p~~Planning ~~d~~Director, designee or ~~p~~Planning ~~c~~Commission. Enforcement will occur in accordance with Chapter 4.10 EMMC, Article V, Administrative Code Enforcement Hearing Program.

17.105.050 Approval process.

A. Upon receipt of a complete application, the ~~p~~Planning ~~d~~Director shall set a date for the ~~p~~Planning ~~c~~Commission to consider the request for a variance. ~~Upon receipt of a complete application, the planning director shall schedule the application for a public hearing before the planning commission. The planning director shall cause all property owners within 600 feet of the boundaries of the proposed application area (including a minimum of at least 25 adjacent property owners and affected entities if there be any) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the planning commission meeting. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing.~~

B. Prior to the ~~p~~Planning ~~c~~Commission meeting at which the variance application is scheduled to be heard, the ~~p~~Planning ~~d~~Director shall transmit the application materials together with a written analysis of the variance application, pertinent facts, a review of applicable regulations and a formal ~~s~~Staff recommendation to the ~~p~~Planning ~~c~~Commission.

C. The ~~p~~Planning ~~c~~Commission shall consider the variance request, together with all pertinent facts, applicable regulations and the ~~s~~Staff recommendation and shall take action to approve, approve with modifications, disapprove or request further information prior to rendering a final determination on the variance application.

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	General Plan Amendment
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Staff

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Elizabeth Fewkes, Planner	Elizabeth Fewkes

RECOMMENDATION:
Staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of a General Plan Amendment to Chapter 9, Moderate Income Housing.

BACKGROUND:
On January 3, 2023, Eagle Mountain City amended the General Plan, Chapter 9 Moderate Income Housing, to incorporate State-required strategies. The inserted text inadvertently excluded the word "other" from Strategy 5. During the review of the 2025 Moderate Income Housing report, the State discovered and requested a correction of the error to fulfill the requirement for the strategies to use the exact wording found in Utah Code and to prevent misinterpretation. As Eagle Mountain City had followed the intent of Utah Code and requirements, the report was found to be in compliance despite the error.

This amendment updates Moderate Income Housing Strategy 5 to reflect Utah Code 10-9a-403(2)(b)(iii)(W):
"Demonstrate implementation of any **other** program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing."

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
During their November 12, 2025 meeting, the Planning Commission unanimously recommended approval (5 to 0) of the General Plan amendment to the City Council.

ATTACHMENTS:

1. Ordinance
2. Redlines
3. Clean

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE GENERAL PLAN FOR MODERATE INCOME HOUSING

PREAMBLE

WHEREAS, on January 3, 2023, Eagle Mountain City amended Chapter 9 of its General Plan to incorporate State-required Moderate Income Housing strategies; and

WHEREAS, the Utah Department of Workforce Services identified that the word "other" was inadvertently omitted from Strategy 5, and requested a correction so the strategy matches the exact wording required by Utah Code § 10-9a-403(2)(b)(iii)(W); and

WHEREAS, the City's 2025 Moderate Income Housing report was still found to be compliant with State requirements, but the correction is necessary to ensure accuracy and prevent future misinterpretation;

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan for Moderate Income Housing, as set forth in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 2nd day of December, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

9.3 GOAL & OBJECTIVES

The following overall goal and action strategies represent Eagle Mountain's planned approach for addressing the issues and opportunities related to the City's Moderate Income Housing needs.

OVERALL GOAL FOR THE CHAPTER

Overall Moderate Income Housing Goal: Maintain and facilitate opportunities for moderate affordability and diverse housing sizes and products throughout the city with an emphasis on accessory dwelling units, home ownership, and promoting the use of existing development rights.

9.4 ACTION PLAN – HOW DO WE MAKE IT HAPPEN?

The following five (5) moderate income housing strategies are action items for achieving the overall goal and the objectives and were chosen from the strategies identified in UCA§10-9a-403(2)(b)(iii). Many action strategies will work to achieve more than one specified objective.

STRATEGY 1: Create, or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.

TIMELINE: The City currently allows for internal and detached accessory dwelling units throughout many residential zones in the city. City Code amendments were completed in 2021 to update the accessory dwelling unit chapter to fully comply with Utah Code and to reduce and further define regulations in relation to ADUs. Once per year, beginning in 2023, City staff will review the City's Accessory Dwelling Unit code (EMMC Chapter 17.70) and provide a report to the Planning Commission and City Council of its status and effectiveness, and propose amendments, as needed.

ACTIONS/MEASURES:

- Track the number of approved internal ADUs
- Track the number of approved detached ADUs
- Track the number of new homes that include completed ADUs with the initial home construction
- Track the distribution of ADUs throughout the city

STRATEGY 2: 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.

TIMELINE**:** Public employees, including teachers, firefighters, police, city employees, and others often have a lower salary than many private sector employees and find it difficult to afford to live in the same city in which they work. Eagle Mountain desires to avoid that issue by helping these types of employees with a mortgage assistance program, and by July 1, 2024 will create this program.

ACTIONS/MEASURES:

- Create and approve a policy for a mortgage assistance program for public employees, outlining qualifications, requirements, and processes
- Contract with a partner, hire an employee, or designate an employee or department to oversee the program
- Track the number of people that receive a benefit from the program
- Track the number of employers or agencies with employees that benefit from the program

STRATEGY 3: Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.

IMPLEMENTATION TIMELINE: The City currently does not charge impact fees for accessory dwelling units. The City will continue to find ways to reduce impediments to accessory dwelling units, specifically keeping fees as minimal as possible. Once per year, beginning in 2023, City staff will provide a report to the City Council outlining all City-required fees charged for ADUs, and will recommend changes, if necessary, to reduce fees.

ACTIONS/MEASURES:

- Eliminate impact fees for detached ADUs
- Review the Consolidated Fee Schedule and amend to reduce fees for ADUs, if necessary

STRATEGY 4: Create a program to transfer development rights for moderate income housing.

IMPLEMENTATION TIMELINE: Creating a mechanism to transfer development rights (TDR) can be quite complicated and requires a good deal of research and consideration of the potential impacts, both positive and negative. A TDR code intends to provide additional tools for the City and for property owners to place density and moderate income housing in the locations that are best suited for those types of residential units. By January 1, 2026, the City Staff will propose a TDR code to the Planning Commission and City Council for their consideration.

ACTIONS/MEASURES:

- Prepare a draft TDR code
- Review a TDR code with the Planning Commission
- Review a TDR code with the City Council
- Adopt a TDR code
- Track the number of developments that utilize the TDR code

STRATEGY 5: Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

IMPLEMENTATION TIMELINE: By December 31, 2024, the City will adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing. By December 31, 2023, the City will also 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.

ACTIONS/MEASURES:

- Work with consultants to draft an “Affordable Housing Plan”
- Adopt an “Affordable Housing Plan” that identifies the planned uses for RDA housing allocation funds
- Present a draft land use ordinance to the Planning Commission and City Council
- Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing
- Track the number of projects that provide moderate income housing as more than 10% of their projects

9.3 GOAL & OBJECTIVES

The following overall goal and action strategies represent Eagle Mountain's planned approach for addressing the issues and opportunities related to the City's Moderate Income Housing needs.

OVERALL GOAL FOR THE CHAPTER

Overall Moderate Income Housing Goal: Maintain and facilitate opportunities for moderate affordability and diverse housing sizes and products throughout the city with an emphasis on accessory dwelling units, home ownership, and promoting the use of existing development rights.

9.4 ACTION PLAN – HOW DO WE MAKE IT HAPPEN?

The following five (5) moderate income housing strategies are action items for achieving the overall goal and the objectives and were chosen from the strategies identified in UCA§10-9a-403(2)(b)(iii). Many action strategies will work to achieve more than one specified objective.

STRATEGY 1: Create, or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.

TIMELINE: The City currently allows for internal and detached accessory dwelling units throughout many residential zones in the city. City Code amendments were completed in 2021 to update the accessory dwelling unit chapter to fully comply with Utah Code and to reduce and further define regulations in relation to ADUs. Once per year, beginning in 2023, City staff will review the City's Accessory Dwelling Unit code (EMMC Chapter 17.70) and provide a report to the Planning Commission and City Council of its status and effectiveness, and propose amendments, as needed.

ACTIONS/MEASURES:

- Track the number of approved internal ADUs
- Track the number of approved detached ADUs
- Track the number of new homes that include completed ADUs with the initial home construction
- Track the distribution of ADUs throughout the city

STRATEGY 2: 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.

TIMELINE**:** Public employees, including teachers, firefighters, police, city employees, and others often have a lower salary than many private sector employees and find it difficult to afford to live in the same city in which they work. Eagle Mountain desires to avoid that issue by helping these types of employees with a mortgage assistance program, and by July 1, 2024 will create this program.

ACTIONS/MEASURES:

- Create and approve a policy for a mortgage assistance program for public employees, outlining qualifications, requirements, and processes
- Contract with a partner, hire an employee, or designate an employee or department to oversee the program
- Track the number of people that receive a benefit from the program
- Track the number of employers or agencies with employees that benefit from the program

STRATEGY 3: Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.

IMPLEMENTATION TIMELINE: The City currently does not charge impact fees for accessory dwelling units. The City will continue to find ways to reduce impediments to accessory dwelling units, specifically keeping fees as minimal as possible. Once per year, beginning in 2023, City staff will provide a report to the City Council outlining all City-required fees charged for ADUs, and will recommend changes, if necessary, to reduce fees.

ACTIONS/MEASURES:

- Eliminate impact fees for detached ADUs
- Review the Consolidated Fee Schedule and amend to reduce fees for ADUs, if necessary

STRATEGY 4: Create a program to transfer development rights for moderate income housing.

IMPLEMENTATION TIMELINE: Creating a mechanism to transfer development rights (TDR) can be quite complicated and requires a good deal of research and consideration of the potential impacts, both positive and negative. A TDR code intends to provide additional tools for the City and for property owners to place density and moderate income housing in the locations that are best suited for those types of residential units. By January 1, 2026, the City Staff will propose a TDR code to the Planning Commission and City Council for their consideration.

ACTIONS/MEASURES:

- Prepare a draft TDR code
- Review a TDR code with the Planning Commission
- Review a TDR code with the City Council
- Adopt a TDR code
- Track the number of developments that utilize the TDR code

STRATEGY 5: Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

IMPLEMENTATION TIMELINE: By December 31, 2024, the City will adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing. By December 31, 2023, the City will also 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.

ACTIONS/MEASURES:

- Work with consultants to draft an “Affordable Housing Plan”
- Adopt an “Affordable Housing Plan” that identifies the planned uses for RDA housing allocation funds
- Present a draft land use ordinance to the Planning Commission and City Council
- Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing
- Track the number of projects that provide moderate income housing as more than 10% of their projects

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	PUBLIC HEARING / RESOLUTION — A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	Varies by area.

PUBLIC HEARING	PREPARED BY	PRESENTED BY
Yes	Brandon Larsen, Planning Director	Brandon Larsen

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Annexation Policy Declaration as Part of the General Plan.

BACKGROUND:
In conjunction with Eagle Mountain City's General Plan update process, the City is proposing an updated annexation policy plan. This key document identifies areas of unincorporated Utah County from which the City is willing to consider annexation requests.

This document has two (2) main parts: (1) an annexation policy plan map and (2) a set of criteria and considerations for City decision-makers to use to analyze and evaluate annexation requests. §10-2-803, Utah Code Annotated, has a list of required elements for annexation policy plans. Staff has taken care to ensure all required elements have been included in the proposed document. Additionally, the plan highlights Utah Code criteria and statutory limitations to help facilitate compliance with the Utah Code when considering an annexation proposal. The plan also identifies considerations that are especially important to Eagle Mountain, such as water availability and neighborhood compatibility.

The plan identifies six (6) annexation areas, which are described and highlighted in the document. Each description of a given area identifies the benefits and challenges associated therewith.

This proposal was presented at a Planning Commission meeting especially for *affected entities* on November 12, 2025. *Affected entity* is defined in the "Items for Consideration" section. This proposal was also presented to the Council on November 18, 2025. Based on feedback received, the Council appeared to be generally supportive. One revision or addition that was proposed, which seemed to be supported by multiple members of Council, is identifying key desirable or undesirable land uses for each of the six (6) areas.

ITEMS FOR CONSIDERATION:
Affected entity is defined in §10-2-801, Utah Code Annotated as:

"Affected entity" means:

(a) a county of the first or second class in whose unincorporated area the area proposed for annexation is located;
(b) a county of the third, fourth, fifth, or sixth class in whose unincorporated area the area proposed for annexation is located, if the area includes residents or commercial or industrial development;
(c) a special district under Title 17B, Limited Purpose Local Government Entities - Special Districts, or special service district under Title 17D, Chapter 1, Special Service District Act, whose boundary includes any part of an area proposed for annexation;
(d) a school district whose boundary includes any part of an area proposed for annexation, if the boundary is proposed to be adjusted as a result of the annexation; and
(e) a municipality whose boundaries are within 1/2 mile of an area proposed for annexation.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission gave a favorable recommendation (5-0) for the Annexation Policy Plan with the condition that "Area 1" be extended to Utah Lake.

ATTACHMENTS:

1. Resolution
2. Annexation Policy Plan
3. Comments - Saratoga Springs
4. Comments - SITLA
5. Comments - Fairfield Town

RESOLUTION NO. R- -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE 2025 EAGLE MOUNTAIN CITY ANNEXATION POLICY DECLARATION

PREAMBLE

WHEREAS, Utah Code §§ 10-2-401.5 through 10-2-403 establish the process for preparing and adopting a municipal annexation policy plan, including required public meetings, hearings, review procedures, and noticing requirements; and

WHEREAS, the Eagle Mountain City along with the Planning Commission prepared a draft Annexation Policy Plan in accordance with Utah Code § 10-2-401.5 and conducted all required public meetings and a duly noticed public hearing, accepted written comments, and subsequently forwarded its recommended Annexation Policy Plan to the City Council; and

WHEREAS, the Annexation Policy Plan functions as an element of the Eagle Mountain City General Plan and supports long-range land use, infrastructure, municipal service, and growth-management objectives; and

WHEREAS, the City Council conducted its own duly noticed public hearing on the recommended Annexation Policy Plan pursuant to Utah Code § 10-2-401.5(4)(c), providing at least 14 days' public notice and the opportunity for public input; and

WHEREAS, the City Council has reviewed the recommended Annexation Policy Plan, public comments, the findings of the Planning Commission, and applicable provisions of State law, and finds that adoption of the Annexation Policy Plan is in the best interest of Eagle Mountain City and will guide responsible future growth and coordinated planning efforts;

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

1. **Adoption**. The "Eagle Mountain City Annexation Policy Plan," dated _____, 2025, attached as Exhibit A, is hereby adopted as an element of the Eagle Mountain City General Plan pursuant to Utah Code § 10-2-401.5.

2. **Submission to County.** The City Recorder is directed to submit a copy of the adopted Plan to the Utah County legislative body within 30 days, as required by Utah Code § 10-2-401.5(5).

3. **Effective Date.** This Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December, 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 2nd day of December, 2025.

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

_____

Gina L. Olsen, CMC
City Recorder

Exhibit A

Annexation Policy Plan

Purpose

Prior to developing unincorporated land in Eagle Mountain, landowners must petition to annex their property into the City. New annexation proposals will be evaluated carefully and only approved when they advance the City's long-term vision. Each decision will focus on securing assets that align with the General Plan and contribute positively to residents' lives.

Potential Reasons for Annexation

While Eagle Mountain will remain selective in considering annexations, there are circumstances where expanding the City's boundaries may bring important community benefits. Some of the potential reasons for annexation include:

- Employment and Economic Development: Attracting technological, light industrial, office, agritourism, and research-oriented uses that provide high-quality jobs close to home.
- Water and Utility Corridors: Protecting alignments for water pipelines, power lines, stormwater infrastructure, and potential well sites or other water sources to support the City's long-term growth.
- Transportation Facilities: Securing land to accommodate a regional or municipal airport, future transit hubs, or other major transportation facilities that require significant acreage and strategic locations.
- Energy Infrastructure: Providing sites for energy facilities such as substations, renewable generation sites, or transmission corridors that are essential for reliable service and long-term sustainability.
- Prime Commercial Land: Bringing in strategically located land adjacent to future freeway interchanges or major corridors to create employment centers and expand the City's tax base.
- Recreational Facilities and Open Space: Preserving large tracts of land for regional parks, trails, sports complexes, and open space that strengthen Eagle Mountain's identity as an outdoor recreation destination.
- Environmental Protection: Managing sensitive lands, wildlife corridors, and natural resources within the City's jurisdiction to ensure consistent stewardship and reduce development pressures in unincorporated areas.

Annexation for these reasons must still meet the requirements of State Code and align with the City's fiscal framework, infrastructure system, and community values.

DRAFT

Process and Framework

Annexations are governed by Utah Code, which establishes the procedures and requirements for reviewing annexation petitions. These laws outline how proposals are initiated, reviewed, protested, and finalized. To help guide local decisions, this plan summarizes the major State requirements, highlights the statutory limitations that must be respected, and adds Eagle Mountain's own priorities. Together, these create a framework of criteria the City can use when evaluating annexations.

State Code Criteria

Utah Code Title 10, Chapter 2, Part 8 requires cities to evaluate annexations based on several key considerations including the following:

- Community Character: How does the annexation support the City's existing and future identity?
- Municipal Services: What services are needed in the area, and how will they be provided?
- Service Extension and Financing: How will utilities, roads, and other infrastructure be extended, and how will the costs be funded?
- Tax Impacts: What are the consequences for both existing City residents and those in the annexed area?
- Impacts to Affected Entities: How will annexation impact the County, school district, special districts, nearby cities, and other regional partners?
- Boundaries: Does the proposal create clear, contiguous boundaries without leaving islands or peninsulas of unincorporated land? How will community resources and obligations be equitably distributed?
- Landowner Participation: Have the required landowners consented to the annexation petition in accordance with code? Does the petition meet statutory thresholds for acreage, value, and signatures?
- Overlapping Local Government Functions: Are there any overlapping local government functions that can be consolidated?

Statutory Limitations

In addition to the above criteria, Utah Code establishes important limitations. Eagle Mountain must ensure that:

- Annexations are not undertaken solely to generate municipal revenue or to prevent annexation by another city but instead reflect the City's ability and intent to provide municipal services.
- Annexation boundaries are drawn to align with existing special district, school district, or taxing entity boundaries where practicable.

DRAFT

- Annexations near airports, military installations, or School and Institutional Trust Lands Administration (SITLA) project areas comply with additional statutory requirements.
- Annexation exclusions containing urban development within 1/2 mile of the municipality's boundary are justified.

Additional Eagle Mountain Considerations

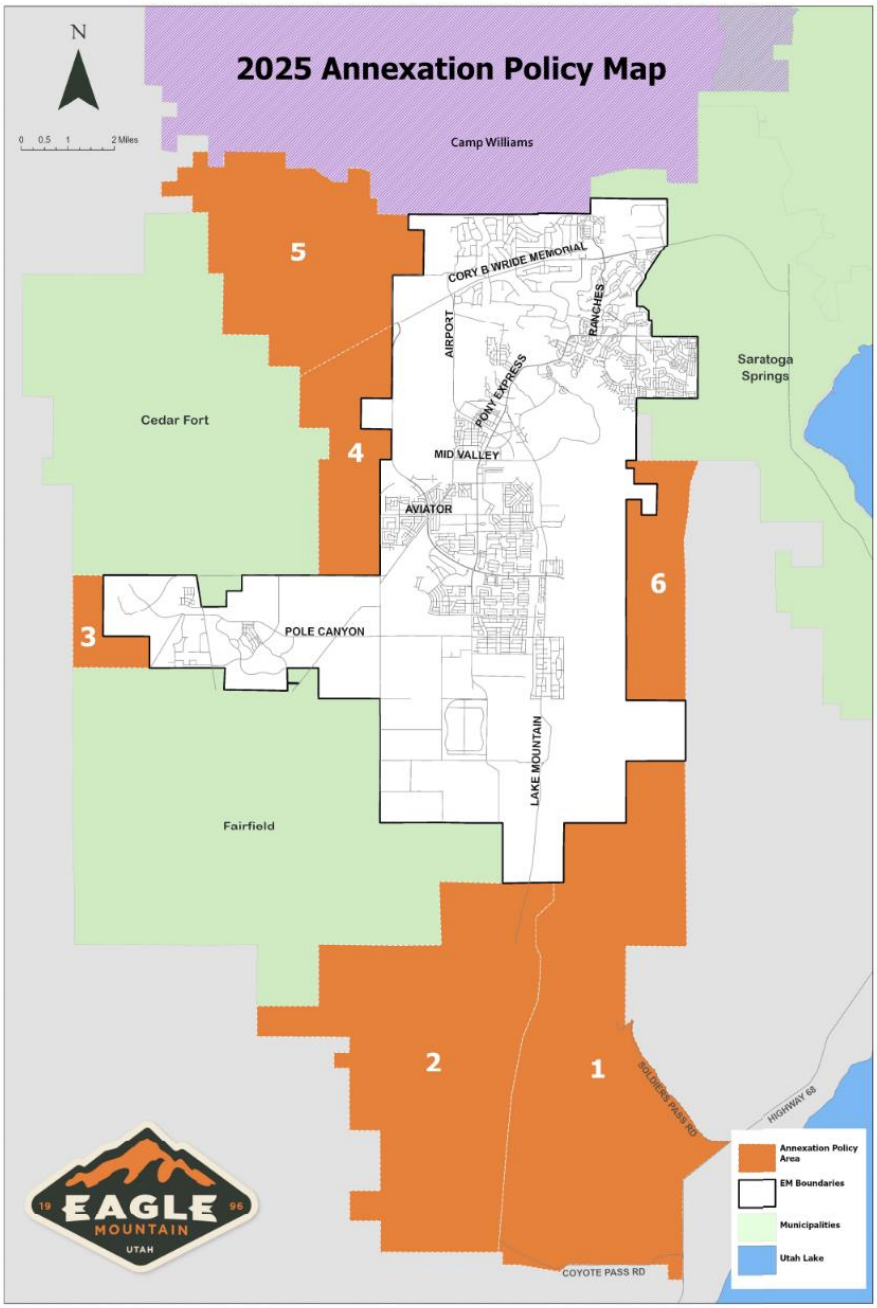
Beyond the requirements of Utah Code, Eagle Mountain also evaluates annexations through the lens of its community values. Local priorities include:

- Neighborhood Compatibility: Ensuring that new areas fit with surrounding neighborhoods and respect the character of nearby communities.
- Fiscal Balance: Weighing revenues and costs to make certain that annexations strengthen long-term financial sustainability.
- Water Availability: Confirming that sufficient water rights and infrastructure exist to serve new development without compromising current residents.
- Connectivity: Extending road, trail, and transit systems in ways that expand access without creating undue maintenance and connectivity challenges.
- Environmental Stewardship: Protecting open space, wildlife corridors, and cultural resources within annexed areas.
- Regional Collaboration: Coordinating with Utah County, neighboring cities, and other regional partners to ensure annexations support broader regional goals.
- Developer Commitments: Ensuring developers provide necessary water rights, participate in infrastructure financing or construction, and submit plans consistent with City standards and the General Plan.
- Resident Safety: Assessing the proposed area to avoid or mitigate hazards.

DRAFT

Annexation Map

This map identifies areas that can be considered for potential annexation into Eagle Mountain City, in accordance with the criteria in this document.



Annexation Areas

The 2025 Annexation Policy Map identifies six potential areas where Eagle Mountain may consider future expansion. The map provides a geographic frame of reference, while the following descriptions highlight the opportunities, challenges, and considerations unique to each area. Together, they illustrate how annexation could secure transportation and utility corridors, protect natural and recreational resources, and support regional economic and infrastructure goals in coordination with neighboring communities.

Area 1:

Located southeast of Eagle Mountain near the Utah Lake shoreline and southwest of the Lake Mountains, this area provides a potential connection to Utah Lake and Redwood Road (SR68). It also preserves a possible regional transportation corridor alignment toward Elberta and west Utah County. Annexation could open access to regional recreation opportunities, including trail systems and shoreline amenities, enhancing Eagle Mountain's reputation as an outdoor destination. Benefits include future connectivity to Utah Lake, preservation of a transportation corridor that would strengthen regional mobility and expanded trail and open space opportunities. Challenges include the significant cost of extending infrastructure, potential environmental considerations near the lake, and the need for coordinated planning with Saratoga Springs to prevent conflicts in land use or infrastructure. Careful alignment with State environmental standards and wildlife protection will be critical in this area. Annexation should also preserve future utility corridors, pressure zones, and potential well-sites identified in the City's water planning documents.

Area 2:

This area lies south of the City and to the southeast of nearby Fairfield. Its location provides a strategic opportunity for energy infrastructure, including natural gas, solar generation, or potential small modular nuclear facilities. Annexation would ensure the City retains control over a critical utility corridor and positions Eagle Mountain as a leader in energy development. Benefits include diversifying the City's economy, expanding utility services, providing local employment in advanced energy sectors, and preserving land for a regional transportation corridor to the south. Challenges include significant infrastructure investment, potential visual and environmental impacts, and the need for careful siting to maintain compatibility with surrounding land uses. Coordination with Fairfield will be essential to align infrastructure and land use decisions and to avoid service overlaps. Considerations for this area should include the natural gas transmission line and the electrical corridor.

Area 3:

Situated west of Eagle Mountain and northwest of Fairfield, this area provides continuity in the City's boundaries and helps prevent the creation of unincorporated "islands." It lies along the hillside, west of the Firefly development, and consists mostly of land controlled by the Bureau of Land Management. Annexation would allow Eagle Mountain to guide recreational access and manage open space on the western side of the valley, preserving trailheads and ensuring consistent

DRAFT

land use. Benefits include protection and utilization of natural and recreational lands, and stability of City limits. Challenges are tied primarily to extending infrastructure to undeveloped lands, if needed. Long-term planning should ensure land use aligns with Eagle Mountain's growth framework while preserving recreational opportunities such as trail loops and open space connections. Given the City's projected population growth, annexation here should also be phased to support orderly expansion of services and facilities, as needed.

Area 4:

This area is located in the central Cedar Valley, south of SR73, west of the future Cedar Valley Freeway, and east of Cedar Fort. Annexation in this area should preserve transportation and transit corridors identified in the City's Transportation Master Plan. Annexation could bring economic growth, improved connectivity, and opportunities for transportation and logistics focused uses. Challenges include noise, traffic impacts, and the cost of major infrastructure. Compatibility with residential areas and preservation of open space and wildlife corridors must be carefully planned. Coordination with Cedar Fort will also be important to ensure compatible land use and transportation planning across municipal boundaries.

Area 5:

Bordering Camp Williams on the City's northwestern edge; this area is reached via SR73. Its proximity to Camp Williams makes it suitable for recreation, agritourism, and light industrial uses that diversify the local economy while remaining compatible with military operations. Annexation could provide opportunities for expansion of the City's recreation system, potentially adding new facilities, trailheads, or economic opportunities that highlight the area's rural character. Benefits include diversifying the local economy and protecting open space adjacent to Camp Williams. Challenges include safety, ACUB (Army Compatible Use Buffer) restrictions, extension of utilities, and the need to respect military training operations. Coordination with Cedar Fort and military partners will be necessary, along with careful planning to determine wildlife corridor widths and preserve ecological connectivity. Evaluate opportunities for municipal satellite facilities in this area to improve service response times for the northern region of the City.

Area 6:

Located in the northern Lake Mountains and consisting mainly of land controlled by the Bureau of Land Management, this area offers opportunities for expanded outdoor recreation, including new trailheads, trails, campgrounds, and natural open spaces. Annexation would strengthen Eagle Mountain's position as a recreation destination while preserving scenic views. Considerations include limited infrastructure access, wildfire risk, and the need to safeguard sensitive habitats and wildlife migration routes. Careful planning and adherence to environmental stewardship principles will ensure recreational uses complement ecological health. Coordination with Saratoga Springs will also be necessary, and tourism or vacation-oriented uses should be explored to enhance the area's role as a regional recreation destination. Wildfire risk reduction strategies, including defensible space and fire-resistant land uses, should be emphasized as part of annexation review.

DRAFT

Conclusion

Annexation is not about expanding borders for their own sake, but about making thoughtful, educated decisions that serve the community's future. By following Utah Code requirements while also weighing local priorities, landowner responsibilities, and potential community benefits, Eagle Mountain ensures that annexations are consistent with the City's values, are fiscally responsible, and support the future vision of the community. The annexation areas identified on the 2025 Annexation Policy Map provide a framework for how expansion may occur in ways that protect or enhance natural resources, transportation corridors, and utility rights-of-way; secure recreation and open space; and facilitate economic opportunities. Consideration of the City's adopted master plans and close coordination with neighboring communities such as Saratoga Springs, Cedar Fort, and Fairfield, as well as other regional partners, will be essential to making annexations a positive and sustainable part of Eagle Mountain's long-term vision.

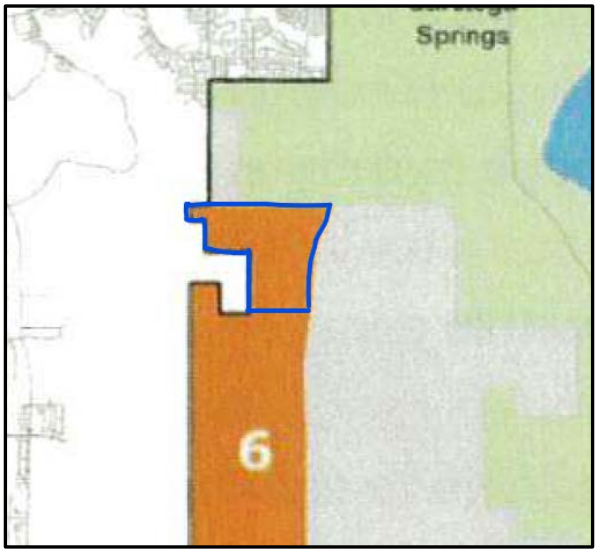
DRAFT

November 22, 2025

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, UT 84005

Dear Eagle Mountain Mayor and City Council,

It was brought to our attention that the area outlined in blue below has been on both of our annexation policy plans for quite some time. While we value our collaborative relationship, the City of Saratoga Springs would like to formally express our concerns and opposition to overlapping this particular area.



Although only a portion of this area would ultimately be suitable for development, Saratoga Springs anticipates locating a future water tank here, as identified in our Water Master Plan. The remainder of the area is envisioned as natural open space and includes the potential for various alignment options for the Mid-Valley Connector. Because this location sits on the Saratoga Springs side of the mountain and represents a critical future connection point between our cities, we believe it should fall within the Saratoga Springs' annexation policy plan.

While both cities share a clear interest in the long-term planning around the future major connector road, decisions regarding zoning, transportation, development patterns, and utility infrastructure near this corridor should be coordinated and mutually beneficial. Saratoga Springs maintains that this particular portion will be better served under our jurisdiction, as these areas cannot be adequately served by Eagle Mountain and have a greater impact on Saratoga Springs.

For these reasons, we respectfully request that Eagle Mountain City reconsider the proposed annexation policy plan boundary and remove this particular area. We value our partnership with your community and believe that continued collaboration will lead to better outcomes for the region as a whole.

We welcome further discussion and are available to meet and review these concerns in more detail.

Sincerely,

Sarah Carroll
Planning Director, AICP
City of Saratoga Springs
801-766-9793 x 106
scarroll@saratogapsrings-ut.gov

Outlook

Annexation Area 6 Public hearing on Annexation Policy

From Alexa Wilson <alexawilson@utah.gov>
Date Wed 11/12/2025 12:56 PM
To Brandon Larsen <blarsen@eaglemountain.gov>

1 attachment (4 MB)
2025-11-12 12_12_09-.png;

This sender is trusted.

Dear Mr. Larsen,

My name is Alexa Wilson. I am managing several SITLA parcels in the Saratoga Springs / Eagle Mountain area.

I am writing to ask you to consider excluding the SITLA parcel, located at the very north end of Annexation Area 6 (and outlined in blue below) from the Eagle Mountain Annexation Policy Area. There are several small developable parcels (approximately 19 acres) at the north side of this parcel. They would need to be developed in conjunction with the parcels to the north, which are located within the Saratoga Springs city boundaries or the development to the east for which an annexation petition has already been filed..
In addition, SITLA and neighboring landowners/developers are looking at this area for the location of a water tank to serve developments in Saratoga Springs. This water tank and the water lines connecting it are anticipated to be dedicated to Saratoga Springs City.

Please, accept this note as feedback from affected entities for tonight's public hearing.

I'd be happy to sit down with you and discuss SITLA's hopes for this area in more detail.

Best regards,
Alexa Wilson

Fairfield Town
Utah County, Utah

103 East Main Street
Fairfield, Utah 84013
801-766-9392• hmckinney@fairfieldtown-ut.gov

Date: November 20, 2025

VIA OFFICIAL DELIVERY
Eagle Mountain City
Attn: Mayor Westmoreland, City Council, Planning Commission, and City Recorder
1650 East Stagecoach Run
Eagle Mountain, UT 84005

CC:
Utah County Commission
Utah County Community Development
Utah County Boundary Commission
Brad Christopherson, Fairfield Town Attorney

RE: FORMAL OBJECTION TO EAGLE MOUNTAIN CITY'S PROPOSED ANNEXATION OVERLAP

To the Officials of Eagle Mountain City:

This letter serves as Fairfield Town's formal and official objection to Eagle Mountain City's proposed annexation expansion area(s). Fairfield Town adopted its Annexation Policy Plan (APP) on August 14, 2024, and properly transmitted it to Utah County, where it was acknowledged by staff and entered into the County annexation overlay system.

Despite Fairfield's established and formally adopted planning boundaries, Eagle Mountain has circulated an annexation map that overlaps approximately three-fourths (¾) of Fairfield's Annexation Policy Plan area, creating a direct territorial conflict and contradicting the intent of Utah Code §§10-2-401.5, 10-2-402, and 10-2-403, which require logical and coordinated boundary planning between adjacent municipalities.

1. Fairfield's Annexation Policy Plan Was Adopted Prior to ENYO/Quicksilver Application

- Fairfield adopted its Annexation Policy Plan on August 14, 2024 in an open public meeting.

- Utah County acknowledged receipt of Fairfield's plan in 2024 and stated it would be circulated to applicable departments.

- ENYO/Quicksilver submitted their application on February 18, 2025, approximately six months after Fairfield's APP was adopted.

Any assertion that Fairfield had no annexation plan in place is incorrect. Fairfield's APP predates ENYO/Quicksilver application and must be respected in all boundary considerations.

2. Clarification of Solar Project Access and Roadway Conditions

- Lake Mountain Road is a Class B dirt road, unpaved and not engineered for commercial or industrial trucking.

- All access to Lake Mountain Road originates inside Eagle Mountain City Center, not Fairfield.

The resulting traffic during construction of the solar project is massive. If Eagle Mountain proceeds and annexes the solar project parcels, the traffic impact burden should fall entirely on Eagle Mountain, not Fairfield. Fairfield therefore objects to an annexation proposal that seeks revenue benefits without accepting the infrastructure responsibilities associated with the solar development.

3. Eagle Mountain's Annexation Map Aligns Directly with the Quicksilver Solar Fields

For your convenience I have attached the following documents that will aid in the comparison of:

- Fairfield's duly adopted Annexation Policy Plan (2024),

- Eagle Mountain's Annexation Policy Plan, and

- ENYO/Quicksilver's CUP project footprint

This demonstrates that Eagle Mountain's proposed annexation boundaries are drawn to encompass the permitted Quicksilver solar development area.

This alignment strongly suggests a revenue-motivated annexation targeting an already-permitted solar facility, which does not comply with the service-based boundary planning principles required under Utah Code §10-2-403.

4. Multi-Entity Rights Structure Within the Solar Project Area

Public land and title records show that:

- Quicksilver Solar LLC has acquired surface and project-related rights on several parcels, while
- QKS Minerals LLC has acquired mineral deed interests on the same parcels.

Although separate legal entities, the timing and geographic overlap of these acquisitions reflect a coordinated rights structure within the same project footprint. Neither Eagle Mountain nor Utah County has publicly evaluated how this layered rights structure impacts land-use authority, taxation, or annexation decision-making. This should be addressed prior to any annexation action.

5. Eagle Mountain Received Fairfield's APP Directly on April 3, 2025

At Eagle Mountain City's request, Mayor Hollie McKinney met with Eagle Mountain officials on April 3, 2025, at Eagle Mountain City Hall. In attendance were:

Ben Reeves, City Manager
Marcus City Attorney
Steve Munford Deputy City Manager
Mayor Tom Westmoreland
Councilman Brett Wright

During this meeting, Mayor McKinney personally provided a complete copy of Fairfield's adopted Annexation Policy Plan, and Fairfield's future growth boundaries were reviewed.

Eagle Mountain therefore proceeded with its proposed annexation with full prior knowledge of Fairfield's established APP boundaries.

FORMAL REQUEST

Fairfield Town respectfully and formally requests that Eagle Mountain City:

1. Remove all territory located within Fairfield's Annexation Policy Plan from its annexation proposal and policy maps;
2. Acknowledge Fairfield's statutory planning boundaries adopted August 14, 2024;
3. Cease pursuit of annexation actions affecting Fairfield's future growth area unless done through interlocal negotiation;

4. Provide a written response confirming that Fairfield's APP boundaries will be honored.

RESERVATION OF RIGHTS

Fairfield Town expressly reserves all rights available under Utah law, including but not limited to:

- Municipal protest authority under Title 10
- Roadway regulation and closure authority
- Land-use enforcement rights
- Boundary Commission review
- All administrative and legal remedies applicable

Nothing in this letter shall be interpreted as consent to any annexation action by Eagle Mountain City.

Respectfully Submitted,

Hollie McKinney

Mayor Hollie McKinney
Fairfield Town, Utah

- Attachments:
- Resolution R2025-20
- Fairfield Annexation Policy Plan (August 14, 2024)
- Eagle Mountain Annexation Policy Plan Map
- ENYO/Quicksilver Solar CUP Map
- Email from Utah County

ORIGINAL

Resolution R2025-20 A Resolution of the Fairfield Town Council Formally Objecting to the Proposed Eagle Mountain City Annexation Overlap, Affirming Fairfield's Annexation Policy Plan, Documenting Infrastructure and Land Use Impacts Related to Solar Development, and Expressing Concerns Regarding Multi-Entity Land and Mineral Acquisition Structure Within the Project Area.

Dated 19 November 2025

WHEREAS, Fairfield Town ("Town") is a duly incorporated municipality of the State of Utah with authority under Utah Code Title 10, including but not limited to §§10-2-401.5, 10-2-402, and 10-2-403, to lawfully adopt and defend its municipal Annexation Policy Plan and future growth boundary; and

WHEREAS, Fairfield adopted, by formal vote on August 14, 2024, its Annexation Policy Plan (APP) identifying future municipal service boundaries, transportation corridors, and planning areas pursuant to Utah Code §10-2-401.5; and

WHEREAS, Eagle Mountain City has recently circulated an annexation expansion proposal that overlaps approximately three-fourths (¾) of Fairfield's adopted APP area, creating a direct statutory, municipal, and territorial conflict between the two cities; and

---

SOLAR DEVELOPMENT IMPACT FINDINGS.

WHEREAS, the Faraday Solar project, located on the south end of Cedar Valley, resulted in all commercial, heavy-haul, and semi-truck traffic traveling through Fairfield, including use of Allen's Ranch Road, causing significant roadway deterioration and maintenance burden, and Fairfield received no tax, impact fee, franchise revenue, nor mitigation participation associated with the impacts; and

WHEREAS, on or about March 2025, Fairfield received notice from Utah County that ENYO / Quicksilver Solar sought to expand its Conditional Use Permit (CUP) over additional parcels within the Cedar Valley project area; and

WHEREAS, Fairfield's Mayor attended the Utah County Planning Commission, testified March 18, 2025 regarding substantial roadway impacts to Fairfield, requested mitigation consideration, and informed the Commission that the subject parcels were within Fairfield's adopted Annexation Policy Plan; and

WHEREAS, at said public meeting, ENYO / Quicksilver representatives publicly stated that Fairfield did not have an annexation plan, and the Utah County Attorney also stated that he was not aware of the plan, despite Fairfield's lawful adoption preceding the meeting; and

---

LAND & MINERAL RIGHTS STRUCTURE FINDINGS.

WHEREAS, public land and title records reflect that Quicksilver Solar LLC has obtained surface/project-related rights on parcels within the solar development area, while a separate entity, QKS Minerals LLC, has obtained mineral deed interests on the same parcels, indicating a dual-entity or layered acquisition structure operating within the project boundary; and

WHEREAS, while Fairfield acknowledges that Quicksilver Solar LLC, ENYO Renewable Energy, and QKS Minerals LLC are legally separate entities, their acquisition sequencing, geographic overlap, and project timing strongly suggest interrelated or coordinated involvement in the same project footprint, thereby creating complex land-use, regulatory, and annexation implications that have not been evaluated publicly by Utah County nor Eagle Mountain City; and

---

ROADWAY IMPACT & PUBLIC SAFETY FINDINGS.

WHEREAS, testimony and public communication have suggested that future solar-related construction traffic could access the area via Lake Mountain Road, a roadway that is not engineered, improved, or rated for commercial trucking use, while historical activity confirms that Allen's Ranch Road inside Fairfield has served as the sole practical access route; and

WHEREAS, if Eagle Mountain City annexes the solar development parcels for the purpose of tax, franchise, or energy-related revenue, Fairfield reserves all legal rights to restrict or close Allen's Ranch Road to non-Fairfield industrial traffic, including but not limited to heavy-haul vehicles, in order to protect Fairfield taxpayers and infrastructure investments.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Fairfield Town hereby formally opposes Eagle Mountain City's proposed annexation overlap and requests its removal from any annexation intent, map, study, or filing that includes territory located inside Fairfield's adopted Annexation Policy Plan;

2. Fairfield Town reaffirms its Annexation Policy Plan adopted August 2024 as the official and governing future-growth boundary of Fairfield;

3. No annexation approval, modification, or interlocal agreement affecting lands inside Fairfield's APP will be recognized without formal consent of the Fairfield Town Council by majority vote;

4. Fairfield Town directs its Mayor, Recorder, and legal counsel to transmit this Resolution to Eagle Mountain City, Utah County, the Utah County Boundary Commission (if convened), and the Office of the Utah Lieutenant Governor – Municipal Annexations Division; and

5. Fairfield Town reserves its rights, including roadway closure, traffic regulation, and land-use enforcement within Town jurisdiction, should jurisdictional benefit and burden be separated through unilateral annexation actions by another municipality.

Severability. If any section, part, or provision of the Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Effective Date. This Resolution shall take effect immediately upon passage.

Passed and Adopted this **19th day of November, 2025**, by the Fairfield Town Council.

FAIRFIELD TOWN

Hollie McKinney, Mayor

Hollie McKinney	yes X	no_____	abstain ____
RL Panek	yes RZ	no_____	abstain ____
Tyler Thomas	yes TT	no_____	abstain ____
Michael Weber	yes MW	no_____	abstain ____
Richard Cameron	yes RSC	no_____	abstain ____

ATTEST:

Stephanie Shelley, Recorder

(OFFICIAL SEAL)

FAIRFIELD Recorder SEAL

FAIRFIELD TOWN

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of a resolution passed by the Town Council of Fairfield Town, Utah, on the **19th day of November, 2025**.

Resolution No. R2025-20 A Resolution of the Fairfield Town Council Formally Objecting to the Proposed Eagle Mountain City Annexation Overlap, Affirming Fairfield's Annexation Policy Plan, Documenting Infrastructure and Land Use Impacts Related to Solar Development, and Expressing Concerns Regarding Multi-Entity Land and Mineral Acquisition Structure Within the Project Area.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, this **19th day of November, 2025**.

Stephanie Shelley,
Stephanie Shelley
Fairfield Town Recorder/Clerk
(SEAL)

FAIRFIELD
Recorder
SEAL

ORIGINAL

Resolution No. R2024-17 A Resolution Of Fairfield Town, Utah, Adopting The Fairfield Annexation Policy Plan.

Dated August 14, 2024

Whereas, Utah Code § 10-2-401.5 requires all municipalities to adopt an annexation policy before annexing an unincorporated area; and

Whereas, Fairfield Town ("Town") generally borders unincorporated areas on the Town's east, south, and west sides; and

Whereas, The attached Annexation Policy Plan ("Plan") provides a geographical boundary to define long-term, comprehensive planning and growth for the Town; and

Whereas, Adopting the Plan provides a baseline of data for the next general plan update; and

Whereas, The Planning Commission conducted a public hearing on August 7, 2024, on the Plan and made recommendations to the Town Council; and

Whereas, The Town Council finds it in the public interest to approve the Annexation Policy Plan.

Now, Therefore, Be It Resolved By The Fairfield Town Council:

Section 1. **Adoption of the Annexation Policy Plan**. The Town Council hereby adopts the Annexation Policy Plan attached hereto as **Exhibit A**.

Section 2. **Effective Date**. This Resolution shall become effective immediately upon passage.

Approved by the Town Council of Fairfield Town, Utah, on this 14th day of August 2024 by the following vote:

Mayor: _____
Hollie McKinney

RL Panek	yes RJ	no_____	Abstain_____
Tyler Thomas	yes TT	no_____	Abstain_____
Michael Weber	yes MW	no_____	Abstain_____
Richard Cameron	yes RSC	no_____	Abstain_____

Attest: _____
Stephanie Shelley, Town Recorder

(Seal)

FAIRFIELD Recorder SEAL

FAIRFIELD TOWN

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the Town Council of Fairfield Town, Utah, on the 14th day of August 2024.

Resolution No. R2024-17. A Resolution of Fairfield Town, Utah, Adopting the Fairfield Annexation Policy Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, this 14th day of August, 2024.

_____,
Fairfield Town Recorder/Clerk

(SEAL)

FAIRFIELD
Recorder
SEAL

Exhibit A

(Annexation Policy Plan)

Fairfield Town
Annexation Policy Plan

Purpose

The intent of this policy is to guide decisions regarding future annexations and ensure alignment with objectives in the Town's General Plan or future General Plan. It will identify potential annexation areas and establish specific standards and criteria that will guide the Town's decision on whether to grant future annexation petitions in those areas. It would also help the Town to prepare for any financial and operational impacts of annexation while striving to protect the public health, safety, and welfare of the Town's existing and future residents.

Policy

This Annexation Policy Plan was prepared in accordance with the requirements of Utah Code § 10-2-401.5, which requires all municipalities to adopt an annexation policy plan before annexing an unincorporated area into the Town.

1. Expansion Area Map

The Town Annexation Area Map, attached as Exhibit 1, illustrates the Town's proposed future expansion areas. This map represents the Town's growth boundaries and includes areas outside, but adjacent to, its incorporated borders, which may be annexed into the Town. Proposed annexation areas must fall within the approved Annexation Declaration Area for Town consideration. However, although property or properties may be within a designated expansion area, compliance with this Plan does not guarantee approval.

2. Annexation Criteria

The following list will guide the Town's decision on whether to grant future annexation requests. All future requests for annexation will be evaluated against the following criteria required by Utah Code §10-2-402:

2.1. General Criteria

2.1.1. Any annexed area must be a contiguous area.

2.1.2. The Town will attempt to avoid gaps between or overlaps with expansion areas of other municipalities.

2.1.3. If the annexation is by petition, the proposed annexation area cannot create an unincorporated island or peninsula unless Town and Utah County agree to such creation.

2.1.4. Annexation requests cannot propose the annexation of all or part of an area proposed for annexation in a previously filed petition that is still pending approval, denial, or rejection.

3. Character of the Community

Fairfield is located in the west side of Utah County, near the foothills of the Oquirrh Mountains. Fairfield shares borders with Eagle Mountain to the north, and the remaining borders are of unincorporated Utah County.

Some of the early residents of the area, the Ute Indians, first used the valley for their hunting grounds, then, in 1859, Latter Day Saint pioneers began grazing cattle and sheep in the valley. In 1854 a group of men arrived in what is now Fairfield Town, laying out a townsite and building a rock fort. By 1855, many families, including the Carson, Beardshall and Clegg families had answered the call to help settle Fairfield. In 1858, Johnston's Army arrived in Fairfield and by November 1858, the encampment known as "Camp Floyd" had over 7,000 occupants. After the Civil War broke out, the soldiers were recalled, reducing Fairfields population to less than 50 families. In the early days, Fairfield was a major stopping point for the Pony Express, the Overland Stage and the Union pacific Railroad. The Stagecoach Inn was also used as a telegraph station for a period of time. Mining and raising sheep were two of the major industries in the area for many years. The raising of cattle and sheep, along with farming are still prevalent in the area today but on a smaller scale.

Fairfield became an incorporated town in 2004. Today, Fairfield is a quiet town with a rich history that residents have so far managed to retain and would like to preserve. Rural living and the historical significance of the town are key components that the town leaders and residents of Fairfield have worked hard to maintain as record breaking growth in the area threatens their way of life. Fairfield residents realize that growth is necessary but they would like future industry to work with them to preserve the small town atmosphere, the dark skies, wildlife corridors, and the historical sites within the town and the surrounding area. Fairfield wants to be good neighbors with neighboring businesses and industry and they feel that this can be accomplished with open communication and cooperation on both sides.

4. Municipal Services

All areas included in the Plan will need municipal services. Annexation will allow residents and developers of annexed property access to culinary water, sewer systems, and electric power services, provided they meet all Town specifications and comply with all applicable development ordinances.

5. Extension of Municipal Services

Where municipal services are not presently extended, services will be extended

on an as-needed basis at the cost of the developer. All extensions of municipal services must comply with all ordinance and policy criteria, and the individual developer or property owner will pay for necessary extensions. The plan and time frame for the extension of municipal services will be determined by the interest of the property owners to subdivide and develop their ground and the interest and ability of the Town to provide such services. It is in the interest of Town residents to foster orderly sequential development.

6. Service Financing

Municipal services in newly annexed areas will be financed and constructed by the developer in addition to the Town's collection and investment of impact fees. Through increases in property valuations and subsequent increases in the collection of property and sales taxes, inherent increases to the general fund will help defray added expenses that the Town may incur by annexing new properties.

7. Estimate of Tax Consequences

The annexation area within Fairfield's area is limited to unincorporated Utah County properties. Other taxing entities, including but not limited to schools, county, library, sewer, water conservancy, and mosquito abatement, already cover the potential annexation area.

Fairfield's combined property tax rate for tax year 2023 is 0.007501 Utah County's unincorporated areas' combined tax rate is 0.0078530. which includes the same taxing entities listed above, except for the Town, but includes:

- SA-6 SERVICE AREA 6-LAW, ZONING
- SA-8 SERVICE AREA 8-PLANNING
- SA-9 SERVICE AREA 9-AGRI FIRE

If annexed into Town, residents in an expansion area would recognize a tax rate decrease of .000352. This information is based on the current tax rate of all applicable taxing entities and recognizes that any of the respective taxing entities may adjust tax rates as necessary.

8. Interests of Affected Entities

In evaluating a proposed annexation, the interests of all affected entities should be considered. The annexation does not extend beyond the limits of the adopted annexation policy plan. Other services needed for the annexation, e.g., electrical power, internet, and communications, are available or reasonably available for the proposed annexation. The petitioners of annexation have entered into

agreement(s) with affected entities, as applicable, for the provision of required infrastructure and services. The annexation does not create boundary alignment issues with any public or charter schools, or affected entities, unless interlocal agreements have been created to address the alignment issues.

9. Other Considerations

9.1. Attempt to avoid gaps between or overlaps with the expansion areas of other municipalities.

Eagle Mountain shows an expansion area on their south border in an attempt to surround Fairfield's borders. But Eagle Mountains proposed expansion attempts to expand beyond a pinch point in their current boundaries. Thus, Fairfield's proposed expansion area simply seeks to extend Fairfield's to allow for natural expansion of the Town's borders. Multiple property owners are within the expansion area.

9.2. Consider population growth projections for the Town and adjoining areas for the next 20 years.

Due to the vacant land in the west corner of Utah County, population projections are as follows:

Entity	2020 Census	2030	2040	2050
Fairfield	152	300	600	900
Eagle Mountain	39,885	65,038	99,064	141,252
Saratoga Springs	39,085	79,815	117,641	138,600
Cedar Fort	671	773	1,855	11,845

9.3. Consider current and projected costs of infrastructure, urban services, and public facilities necessary to facilitate full development of the area within the Town; and to expand infrastructure, services, and facilities into the area being considered for inclusion in the expansion area.

The projected backbone infrastructure costs are estimated to be millions of dollars to service the area identified in the annexation declaration map for potential annexation with water, roads, and storm drainage being installed.

9.4. Consider, in conjunction with the General Plan, the need over the next 20

years for additional land suitable for residential, commercial, and industrial development.

Fairfield has anticipated annexation petitions to facilitate desired residential, agricultural, and some commercial and industrial development. Upon receipt of each annexation petition, the Town will review each request for (1) compliance with the Annexation Policy Plan and (2) opportunities to implement the adopted goals and objectives of the General Plan.

9.5. Consider the reasons for including agricultural lands, forests, recreationalareas, and wildlife management areas in the Town.

The proposed annexation areas include existing agricultural, forest, recreational, or wildlife management lands. Fairfield anticipates future annexations of land that preserve open space and facilitate access to recreational opportunities will benefit residents.

10. Justification for Excluding Lands from Potential Expansion Area.

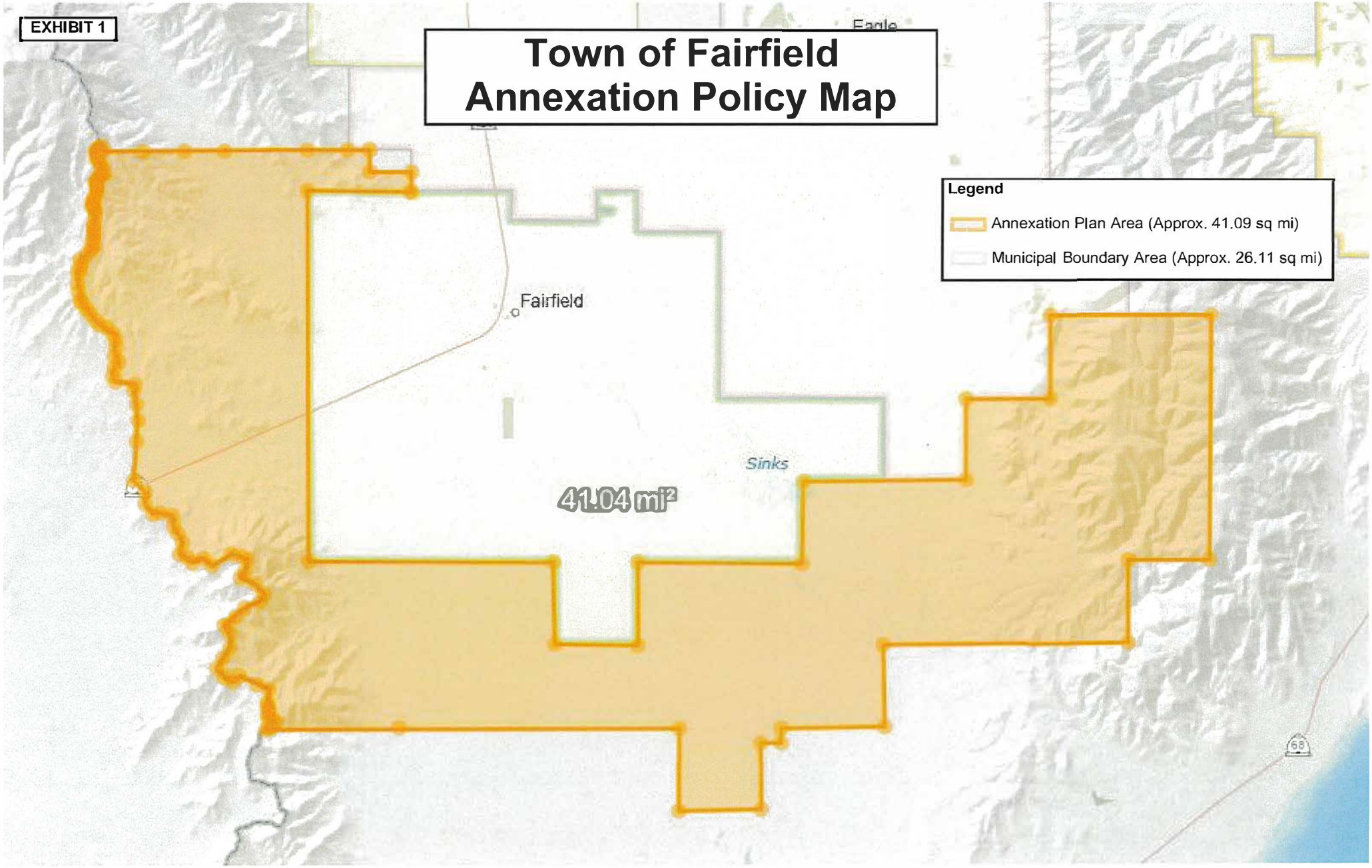
No developed lands within one-half mile of Fairfield's existing boundary are excluded from the potential expansion area, except those lands already incorporated in other municipalities.

EXHIBIT 1

(Annexation Declaration Area Map)

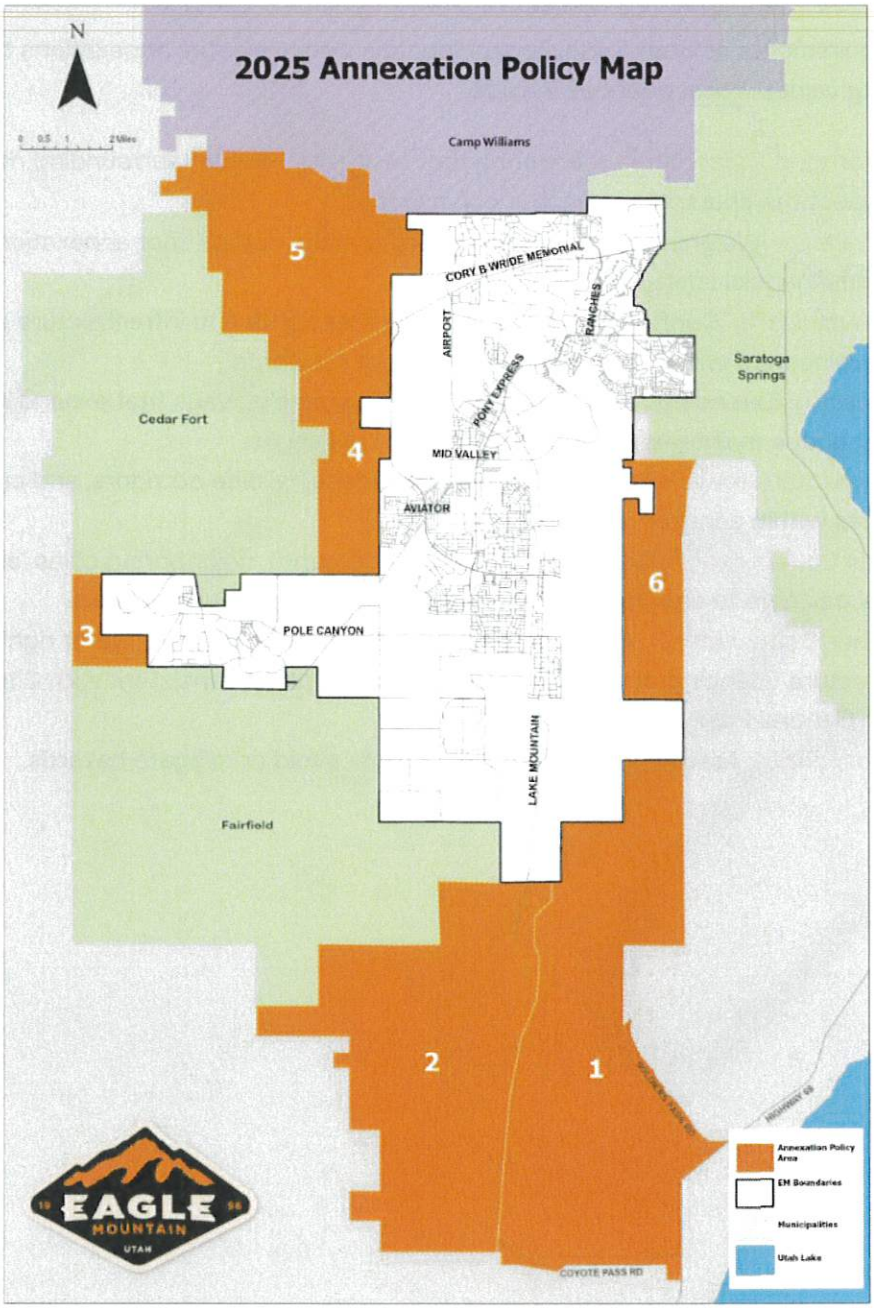
EXHIBIT 1

Town of Fairfield Annexation Policy Map



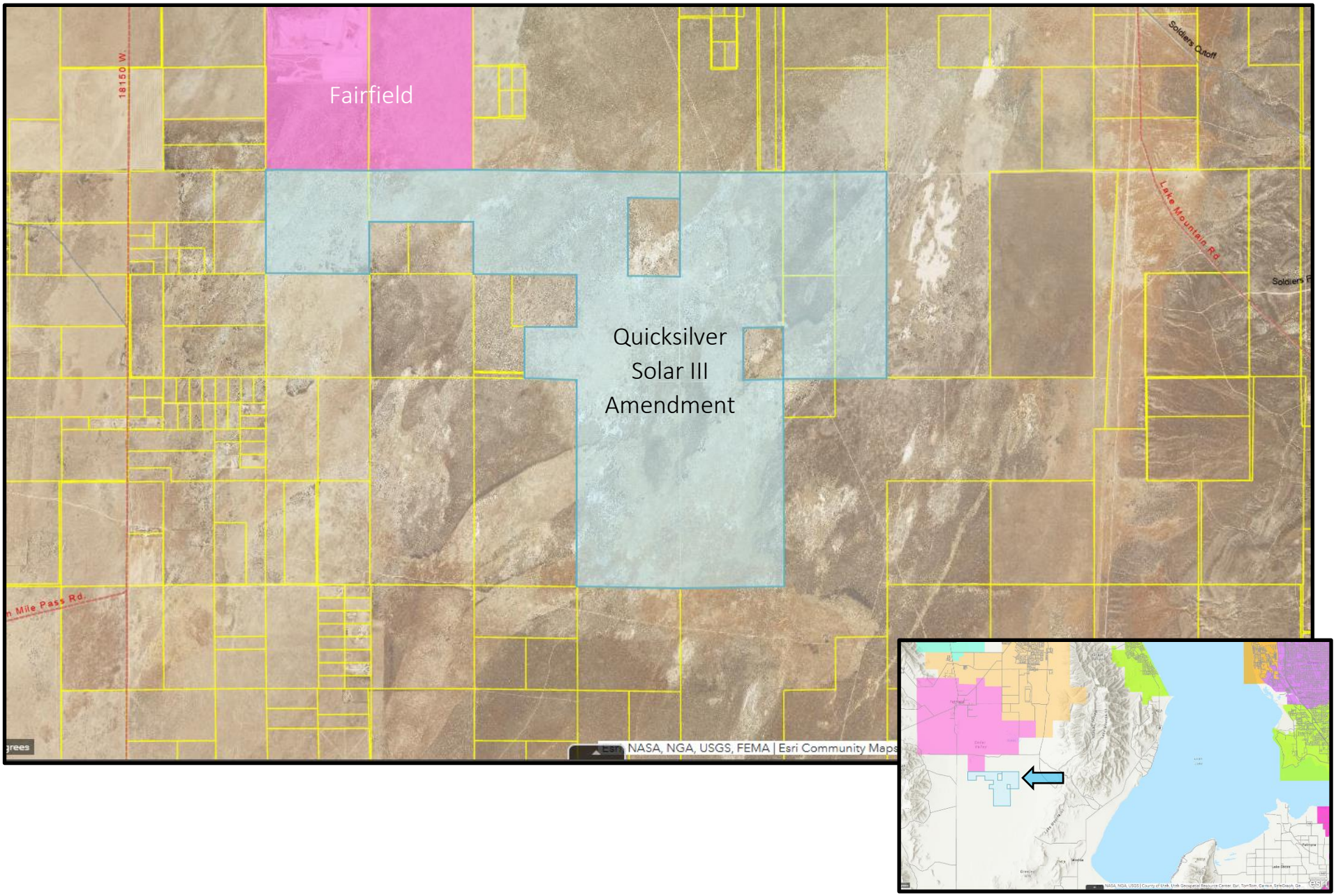
Annexation Map

This map identifies areas that can be considered for potential annexation into Eagle Mountain City, in accordance with the criteria in this document.



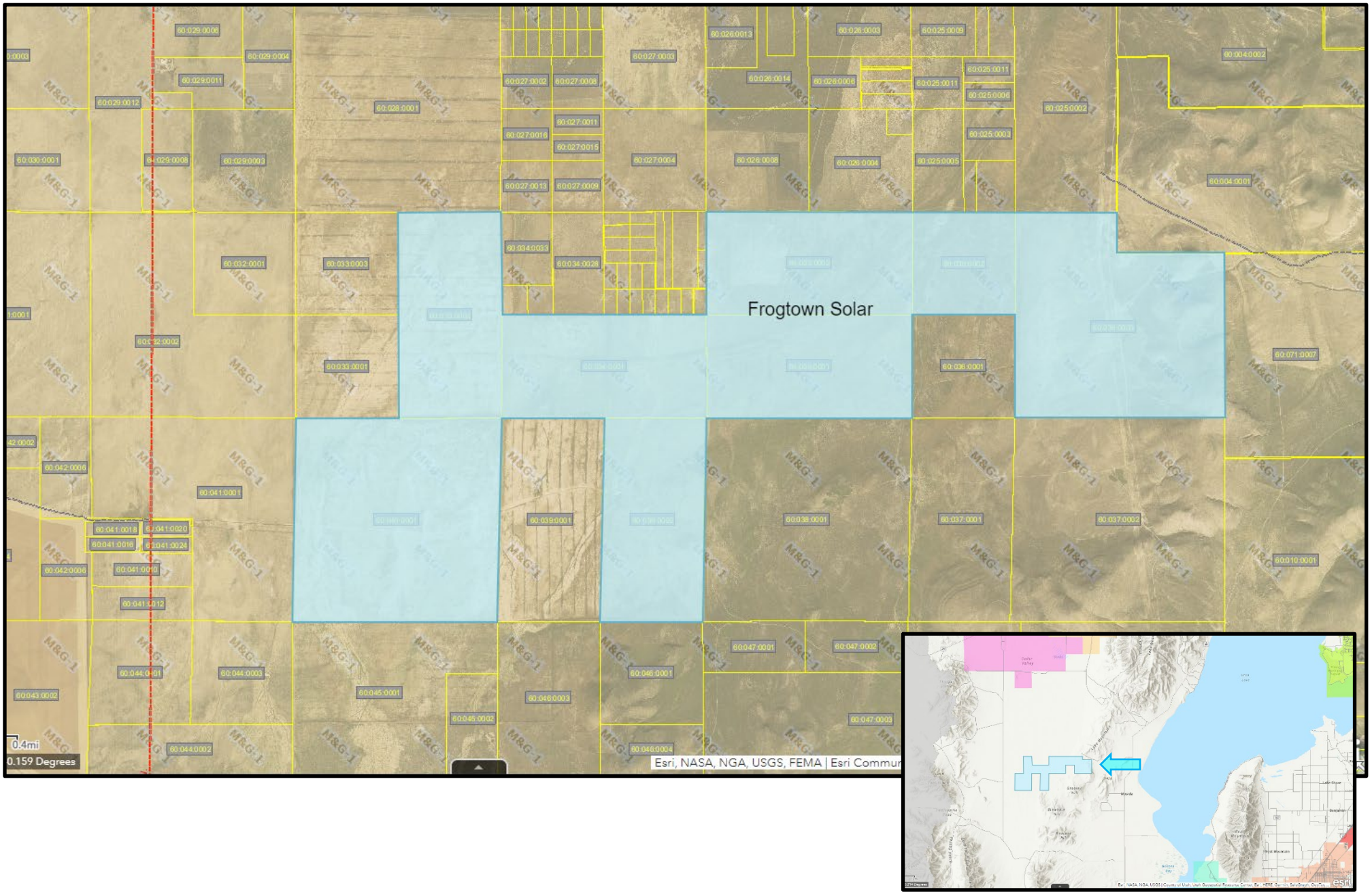
UTAH COUNTY PLANNING COMMISSION: CU2024-01

A CONDITIONAL USE AMENDMENT FOR A SOLAR ENERGY ELECTRICAL POWER GENERATION FACILITY – LOCATED AT APPROXIMATELY 2400 SOUTH 16000 WEST, IN THE CEDAR VALLEY AREA OF UNINCORPORATED UTAH COUNTY. SECTION 7 T7S R1W, AND SECTIONS 21, 22, 23, 26 & 27 T7S R2W.



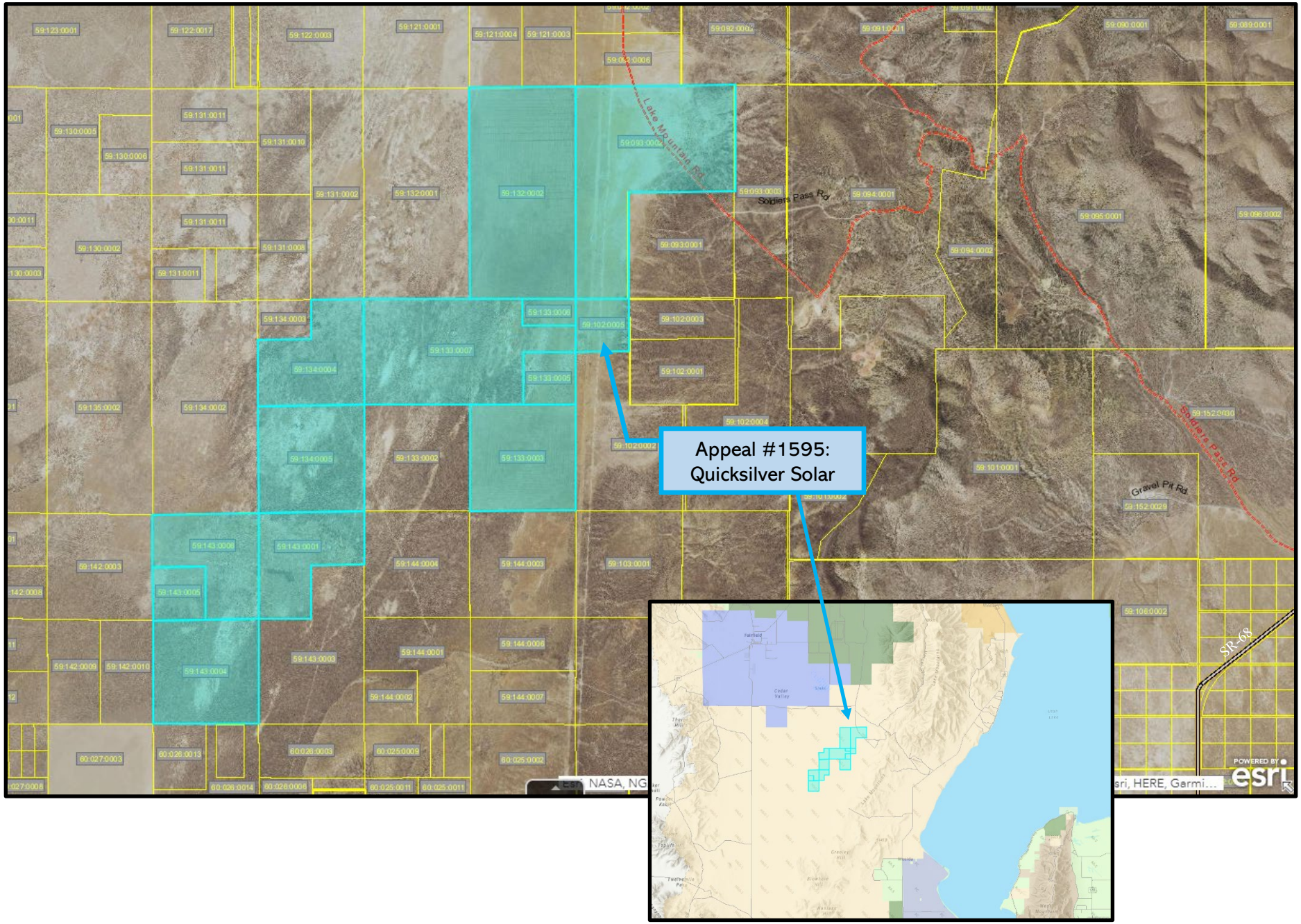
UTAH COUNTY PLANNING COMMISSION: CU2025-12

CONDITIONAL USE FOR A SOLAR ENERGY ELECTRICAL POWER GENERATION FACILITY – LOCATED APPROXIMATELY 5600 SOUTH 16000 WEST IN THE CEDAR VALLEY AREA OF UNINCORPORATED UTAH COUNTY, SECTION 10, 11, 12, 15, & 16, T8S R2W



CU2025-13: QUICKSILVER SOLAR

A CONDITIONAL USE EXTENSION REQUEST FOR A PROPOSED SOLAR ENERGY FACILITY AS AN ELECTRICAL POWER GENERATION FACILITY



Gmail

Stephanie Shelley <sshelley@fairfieldtown-ut.gov>

Annexation Plan

4 messages

Dale Eyre <DaleEyre@utahcounty.gov> Fri, Sep 13, 2024 at 3:52 PM
To: "sshelley@fairfieldtown-ut.gov" <sshelley@fairfieldtown-ut.gov>
Cc: Ezra Nair <EzraN@utahcounty.gov>, Aileen Conder <AileenC@utahcounty.gov>

Stephanie,

I was asked by the County Commission to respond to your email about the Fairfield Town Annexation Plan.

You have complied with the statute by sending the plan to the Commission. It will not be recorded because it does not have a legal description, it is not changing property boundaries or ownership, and it is not signed by the property owners. Instead, it is filed with the County so that we can create an overlay on our maps to alert us that these properties are within Fairfield Town's annexation area in case there are competing annexation petitions or objections. We will take care of that by sending copies to our county departments that are involved in annexations.

You also met the deadline, so I do not think that there is anything else for your Town to do. If you have any questions, please do not hesitate to contact me.

Dale

Dale Eyre

Deputy Utah County Attorney

100 East Center Street, Suite 2400

Provo, Utah 84606

Tel: (801) 851-8078

*** Confidentiality Notice ***

The information in this e-mail may be confidential and/or privileged. This e-mail is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, or copying of this e-mail and its attachment, if any, or the

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **DECEMBER 2, 2025**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah Enacting Chapter 3.45, Recreation, Arts, and Park Tax, of the Eagle Mountain City Municipal Code.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	Based on 2024 sales, the City projects that it will receive approximately $600,000 annually.
APPLICANT:	City-initiated

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

PUBLIC HEARING	PREPARED BY	PRESENTED BY
No	Marcus Draper, City Attorney	Marcus Draper

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Enacting Chapter 3.45, Recreation, Arts, and Park Tax, of the Eagle Mountain City Municipal Code.

BACKGROUND:
On November 4, 2025,an opinion question on whether to impose a recreation, arts, and park tax ("RAP Tax") went before the Eagle Mountain City electorate. Pursuant to state code, "[i]f the city or town legislative body determines that a majority of the city's or town's registered voters voting on the imposition of the tax have voted in favor of the imposition of the tax as prescribed in Subsection (1), the city or town legislative body may impose the tax by a majority vote of all members of the legislative body." On November 18, 2025, the Eagle Mountain City Council canvassed the results of the recent election and determined that a majority of the city's voters voted in favor of imposing a RAP tax. In order to actually impose the RAP Tax, the City Council must enact an ordinance doing so. This ordinance presented for the Council's consideration.

ITEMS FOR CONSIDERATION:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:
1. Ordinance
2. Exhibit A

ORDINANCE NO. O- -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING CHAPTER 3.45 "RECREATION, ARTS, AND PARKS TAX," (RAP TAX) OF THE EAGLE MOUNTAIN MUNICIPAL CODE

PREAMBLE

WHEREAS, on November 4, 2025, an opinion question was submitted to the Eagle Mountain City electorate asking whether the City should impose a recreation, arts, and park ("RAP") tax; and

WHEREAS, Utah Code § 59-12-1402(1) authorizes a municipality to submit a RAP tax opinion question to the voters, and provides that if a "majority of the city's or town's registered voters voting on the imposition of the tax have voted in favor" of the tax, "the city or town legislative body may impose the tax by a majority vote of all members of the legislative body"; and

WHEREAS, on November 18, 2025, the Eagle Mountain City Council, acting as the Board of Canvassers, canvassed the results of the municipal general election and determined that a majority of voters voting on the RAP tax question approved the imposition of the tax; and

WHEREAS, enactment of a municipal ordinance is required to formally impose the RAP tax within Eagle Mountain City pursuant to Utah Code § 59-12-1402(2); and

WHEREAS, the City Council finds that establishing a RAP tax will provide a dedicated revenue source to support recreation programming, arts opportunities, cultural events, and parks facilities for the benefit of Eagle Mountain residents;

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

SECTION 1. Enactment of Chapter 3.45.

Chapter 3.45, "Recreation, Arts, and Park Tax," of the Eagle Mountain City Municipal Code is hereby enacted as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 2. Effective Date.

This ordinance shall take effect upon publication or posting as required by Utah Code.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 2nd day of December 2025.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Gina L. Olsen, CMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 2nd day of December, 2025.

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

_____
Gina L. Olsen, CMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 3.45
RECREATION, ARTS, AND PARKS TAX

Sections:

3.45.010 Title.
3.45.020 Purpose.
3.45.030 Recreation, Arts, and Parks tax levied.
3.45.040 Penalties.
3.45.050 Effective Date.

3.45.010 Title.

This Chapter shall be known as the "Recreation, Arts, and Parks Tax Chapter" of the Eagle Mountain Municipal Code or, alternatively, as the "RAP Tax Chapter." The local option sales and use tax imposed herein shall be known as the "recreation, arts, and parks tax" or "RAP tax" of Eagle Mountain City.

3.45.020 Purpose.

The purpose of this Chapter is to establish, enact, impose, and levy a recreation, arts, and parks tax in accordance with Utah Code § 59-12-1401, et seq. (City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities).

3.45.030 Recreation, Arts, and Parks tax levied.

Eagle Mountain City hereby establishes, enacts, imposes, levies, and authorizes a local sales and use tax of one-tenth (1/10) of one percent (1%) (the recreation, arts, and parks tax) on transactions described in Utah Code § 59-12-103(1), as amended, that are located within Eagle Mountain City, except as such transactions are exempt from sales and use taxes pursuant to Utah Code §§ 59-12-104 and 59-12-1402, as amended. The tax revenues earned by the RAP tax shall be used to fund City or non-profit projects within the City for funding recreational, cultural, botanical, and zoological facilities, and botanical, cultural, and zoological organizations within the City, including, but not limited to, capital projects, programs, and ongoing operating expenses of recreational, cultural, botanical, and zoological facilities as such terms are defined in Utah Code Ann. §59-12-1401 et seq. The RAP tax supplements, but does not replace, the sales and use tax established in Eagle Mountain Municipal Code Chapter 3.05 (Sales and Use Tax).

3.45.040 Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine in an amount not less than $300.00 or imprisonment for a period of not more than six months, or by both such fine and imprisonment.

3.45.050 Effective Date.

The effective date of the recreation, arts, and parks tax is April 1, 2026. Effective dates for billing periods and catalogue sales shall be computed as set forth in state law. The recreation, arts, and parks tax shall be levied for a period of ten (10) years (through March 31, 2036).

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV

DIRECTOR OF
LEGISLATIVE
AFFAIRS

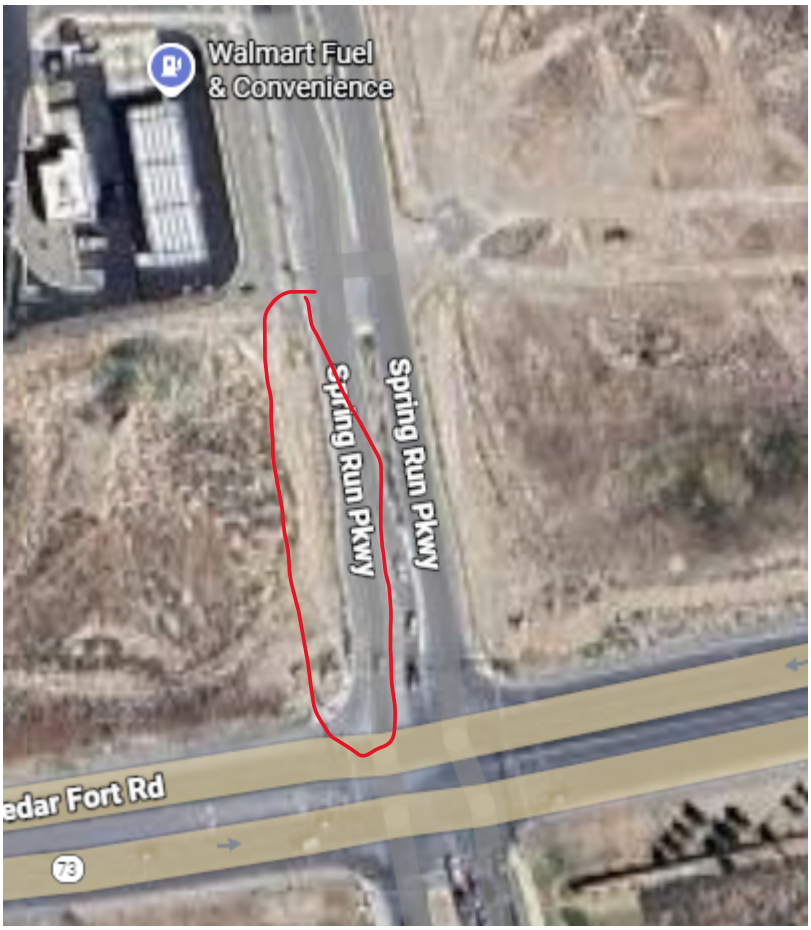
Memo

To: Mayor and City Council

From: Legislative Affairs

Re: Pedestrian and bike access to Walmart

The Council discussed looking into how to improve both pedestrian and bike access from SR 73 to the new Walmart. This item will be sent to Public Works for review and then return to the Council's next meeting with a report on potential cost, time and feasibility.



Project Alternatives, please provide the Council with any alternatives that you think are appropriate. The best solution is to install this connection. Originally, it was proposed for the FY26 budget and was removed.

Cost, please give a cost for the project from concept to completion including all alternatives. Include any continuing cost for O&M if applicable. Can you complete the project with existing budget or do you need a budget amendment to pay for it. The cost of the project is around $75,000 and staff will seek bids for a construction company to install. Based on the cost evaluation and timing if opportunity allows staff could potentially install the trail city departments. Also, it is likely that we will need to get an access easement from UDOT.

Time, please give a timeline on for the project from inception to completion. If Council would like to proceed faster than your estimated time what would be delayed.
Design and planning could be completed asap and then we could have it prepared and installed some time late spring. The likely delay will be to get weather temperatures to be able to pay with asphalt.

Feasibility, is this project feasible considering cost, time, or any other constraints?
Yes

Are there third parties that need to be engaged to complete the project, if so, who?
UDOT

Please add any pertinent information you feel would help the Council to make a decision regarding this project.

We are not looking for exact numbers for this we would like your best estimate.

1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.GOV

DIRECTOR OF
LEGISLATIVE
AFFAIRS

Memo

To: Mayor and City Council
From: Legislative Affairs

Re: Council's Legislative Priority List

As discussed, Legislative Affairs is recommending moving certain items from the Council's Legislative Priorities List to the Strategic Plan. Any items that would require more than 12 months to complete should be moved to the Strategic Plan and be reported to the Council every quarter. Below is a list of items we think should be moved from the Council Priority list:

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**

Upcoming Staff Agenda Items for City Council Information (Tentative)

Development Projects

- PH Horizon Project Plat and MDP
- Firefly NPA 9A – Site Plan & Prelim Plat
- PH White Hills Country Estate Rezone

Code Amendments

- PH Enacting Section on Addressing and Street Naming
- PH EMMC 16.05 and 17.05 Newspaper Amendment

Other Items

- 12/2 or 16 - Updated General Plan
- Scenic Mountain HOA - Lift Station Resolution
- City Council Liaison Appointments
- Board Vacancies / Appointments
- WS DISC – E-bikes/motorcycles on Trails
- WS DISC – Recreation Programs in Eagle Mountain
- WS DISC – Pony Express Days Parade Route
- WS DISC - Eagle Mountain Properties Phase 2, Part 1 - Rezone of 31 Properties

Redevelopment Agency

- 1/6 - PUBLIC HEARING - Mid-Valley CRA Project Area Plan & Budget (30-day notice)

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

Updated 11/26/2025 - LM