



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

JUNE 9, 2026, 5:30 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS
1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

5:30 PM – PLANNING COMMISSION WORK SESSION

1. DISCUSSION ITEMS

- 1.A. TRAINING: Architecture: The Value of Constructing Buildings to Last
- 1.B. AGENDA REVIEW

6:30 PM PLANNING COMMISSION POLICY SESSION

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. DECLARATION OF CONFLICTS OF INTEREST

5. MINUTES

- 5.A. May 26, 2026 Planning Commission Minutes

6. STATUS REPORT

7. ACTION AND ADVISORY ITEMS

- 7.A. PUBLIC HEARING / ACTION ITEM — An Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 17.10.030 Definitions, 17.25.030 Land Use Table, and enacting Chapter 17.55 Senior Housing Overlay Zone.

BACKGROUND: (Presented by Housing Coordinator, Kiara Polee, and Long Range Planner, Elizabeth Fewkes) The City Council directed staff to create an overlay zone in an effort to encourage the construction of senior housing in the City.

- 7.B. PUBLIC HEARING: An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land use Map for Annexation Policy.

BACKGROUND: (Presented by Community Development Director, Brandon Larsen) Eagle Mountain City is proposing an updated annexation policy plan and is seeking feedback from affected entities, as defined in §10-2-801 of the Utah Code Annotated — including special districts or special service districts whose boundary includes any part of an area proposed for annexation; 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 a municipality whose boundaries are within 1/2 mile of an area proposed for annexation. This is a public meeting in which the City is seeking feedback from affected entities at this point of the proposed annexation policy plan update process. Affected entities will also have ten (10) additional days, after the public meeting, to submit written feedback to the Planning Commission for consideration.

7.C. PUBLIC HEARING / ACTION ITEM: An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Eagle Quest East Master Development Agreement.

BACKGROUND: (Presented by Planner, Steven Lehmitz) Planning Commission recommendation on a proposed second amendment to the Eagle Quest East Master Development Agreement that would extend the initial benchmarks of development and the overall expiration of the Agreement. The project is located on Parcel No. 59:006:0053, which is just north of the Sunset Flats development.

7.D. PUBLIC HEARING / ACTION ITEM - Consolidated Fee Schedule Amendment

BACKGROUND: (*Presented by Community Development Director, Brandon Larsen*) Planning Commission review and recommendation of a proposed amendment to the City's Consolidated Fee Schedule Section 13 - Building Department Fees, 10.7 Other Subdivision Development Fees and Appendix B Building Valuation Table.

8. **DISCUSSION ITEMS**
9. **AGENDA REVIEW**
10. **NEXT SCHEDULED MEETING**
11. **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.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	TRAINING: Architecture: The Value of Constructing Buildings to Last
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

None



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	May 26, 2026, Planning Commission meeting hearing minutes
ITEM TYPE:	Minutes
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Megan Green, Planning
Secretary

PRESENTED BY

RECOMMENDATION:

N/A

BACKGROUND:

N/A

ITEMS FOR CONSIDERATION:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 5.26.2026 PC Meeting Minutes Draft



EAGLE MOUNTAIN PLANNING COMMISSION

MEETING MINUTES

May 26, 2026, 5:30 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Rod Hess, Brent Strong, Laura Jensen, and Alternate Commissioner Chad DeCoursey.

CITY STAFF PRESENT: Brandon Larsen, Community Development Director; Marcus Draper, City Attorney; Steven Lehmitz, Planner; and Megan Green, Planning Secretary.

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

Commissioner Hess called the meeting to order at 5:34 p.m., he excused Commissioner Free and welcomed Laura Jensen, the City's new Planning Commissioner.

1. Discussion Items

1.A. TRAINING – Impact Fees

- Brandon Larsen presented the Impact Fees Training.
- Brandon explained the importance of impact fees in offsetting the costs of new development, including impacts on roads, utilities, and public safety.
- The six types of impact fees: culinary water, wastewater, parks and trails, public safety, storm water, and transportation were highlighted.
- The City has special budget funds for each type of impact fee.
- Brandon discussed the Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), which are required to establish impact fees.
- The IFFP identifies existing and proposed levels of service for public facilities and the capacity to accommodate future growth.
- The IFA determines the legally supportable fee amount for each new development.
- Brandon provided examples from the IFFP and IFA, emphasizing the City's intent to maintain existing levels of service and the need for additional parks and trails facilities.
- The City has recently adjusted transportation impact fees to attract new commercial establishments.

Commissioner Hess adjourned the work session at 6:24 p.m.

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

2. Commissioner Hess called the policy session to order at 6:31 p.m.

3. Pledge of Allegiance

Commissioner Hess led the Pledge of Allegiance.

4. Declaration of Conflicts of Interest

None.

5. Approval of Meeting Minutes

5.A.

MOTION: *Commissioner Allen moved to approve the minutes of May 12, 2026, Planning Commission meeting. Commissioner Strong seconded the motion.*

Jason Allen	Yes	
Bryan Free	Excused	
Rod Hess	Yes	
Brent Strong	Yes	
Laura Jensen	Excused	<i>Not Voting</i>
Chad DeCoursey	Yes	

The motion passed with a unanimous vote.

6. Status Report

Community Development Director Brandon Larsen reviewed the planning items discussed and voted upon during the City Council meeting on May 19, 2026.

7. Action and Advisory Items

7.A. VARIANCE - Pony Express Business Park

Presentation Summary: Steven Lehmitz presented the variance request for the Pony Express Business Park, explaining the five approval criteria for variances. The applicant seeks variances for permanent structures within 75 feet of the center of the flow line of the wash, retaining wall height, and drive-through escape lane. Steven provided detailed information on the property, including the flow line, top of the bank, and proposed retaining wall height. The staff recommended denial of the variance, citing the property's buildable area and the public interest in protecting the wash.

Discussion summary:

- Commissioners discussed the variance request, considering the property's buildable area and the public interest in protecting the wash.
- Commissioner Allen emphasized that the property can still be developed with one building, and granting the variance would set a precedent.
- Commissioners agreed that the request does not meet the requirements for a variance.

MOTION: *Commissioner DeCoursey moved to deny Item 7.A., Variance – Pony Express Business Park with the following findings:*

1. The property appears to retain reasonable buildable area, and a viable commercial use without the requested variances.
2. Denial does not deprive the property of rights possessed by similarly situated properties.
3. The public interest may be better served through compliance with the wash setback, retaining wall, and drive-through circulation standards.

Commissioner Strong seconded the motion.

Jason Allen	Yes	
Bryan Free	Excused	
Rod Hess	Yes	
Brent Strong	Yes	
Laura Jensen	Excused	<i>Not Voting</i>
Chad DeCoursey	Yes	

The motion passed with a unanimous vote.

8. Next Scheduled Meeting

The next Planning Commission meeting is scheduled for June 9, 2026.

9. Adjournment

MOTION: *Commissioner Strong moved to adjourn the meeting at 7:13 p.m. Commissioner Allen seconded the motion.*

Jason Allen	Yes	
Bryan Free	Excused	
Rod Hess	Yes	
Brent Strong	Yes	
Laura Jensen	Excused	<i>Not Voting</i>
Chad DeCoursey	Yes	

The motion passed with a unanimous vote.

The meeting was adjourned at 7:13 p.m.

Approved by the Planning Commission on

Brandon Larsen
Community Development Director



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	Senior Housing Overlay Zone
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Elizabeth Fewkes, Planner
Kiara Polee, Affordable Housing
Coordinator

PRESENTED BY

Elizabeth Fewkes, Kiara Polee

RECOMMENDATION:

Staff recommends that the Planning Commission review and provide feedback on the proposed amendments to Eagle Mountain Municipal Code to establish a Senior Housing Overlay Zone.

BACKGROUND:

As part of the directive to establish a Senior Housing Overlay Zone, Staff sought further clarification from the Council at the May 5, 2026, City Council meeting, and, during the legislative priorities discussion at the May 19, 2026, City Council meeting prior to drafting its standards. Staff is seeking the Planning Commission's feedback on the draft standards included in the packet materials.

ITEMS FOR CONSIDERATION:

Ordinances pertaining to Development Code Amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 1REDLINE_Senior_Housing_Overlay_Zone_Draft
2. 1Senior_Housing_Overlay_Zone_Draft
3. SHO Planning Commission

Senior Housing Overlay Zone Draft

17.10.030 Definitions.

“Senior Housing” means housing intended primarily for residents fifty-five (55) years of age or older and may include market-rate active adult communities, single-level senior neighborhoods, twin-home or duplex senior housing, rambler-style condominium or attached housing, ~~affordable or attainable senior housing provided through optional incentives~~, assisted living facilities, and supportive senior housing. At least one qualifying resident per dwelling unit shall be fifty-five (55) years of age or older, except as otherwise permitted under applicable federal law governing housing for older persons.

“Active Adult Neighborhood” means an age-restricted senior housing development designed primarily for independent living and consisting of single-level detached, paired, duplex, twin-home, or similar residential units arranged around common open space, shared amenities, or pedestrian-oriented neighborhood design. An Active Adult Neighborhood may include homes larger than traditional cottage units where the development maintains a single-level or stair-free living design.

“Single-Level Senior Housing” means housing designed so that the primary living area, including a bedroom, bathroom, kitchen, laundry area, and living space, is located on one level without requiring the use of stairs. A basement may be included, provided that all required primary living functions are available on the main level.

17.25.030 Land use table.

The land use table below identifies various land uses that are permitted or special uses in the residential zone.

Uses that are not listed in the table are prohibited.

P = Permitted. Permitted uses may still require approval through an application process as detailed in this chapter and other chapters.

S = Special. Special uses are permitted as long as they comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use.

Blank = Prohibited.

Chapter 17.55

SENIOR HOUSING OVERLAY ZONE

Sections:

- 17.55.010 What this chapter does.
- 17.55.020 Purpose and objectives.
- 17.55.030 Occupancy and ownership.
- 17.55.040 Uses.
- 17.55.050 Buffer requirements.
- 17.55.060 Development standards.
- 17.55.070 Senior housing development incentives and active adult neighborhood standards.
- 17.55.080 Parking standards for senior housing.
- [17.55.085 Senior housing expedited approval process.](#)
- 17.55.090 Location, services, and transportation considerations.
- 17.55.100 Parcel size and development area.

17.55.010 What this chapter does.

Property located in the Senior Housing Overlay (SHO) zone shall be developed in accordance with either the SHO zone or the underlying zone. However, if a property is developed in accordance with the SHO zone, the development must comply with all applicable requirements of the SHO zone. The SHO zone may be located as an overlay zone in any residential zone where the proposed senior housing type is compatible with the surrounding neighborhood, subject to this Chapter.

17.55.020 Purpose and objectives.

The purpose of the Senior Housing Overlay is to [attract and facilitate the development of senior housing opportunities-provide a predictable regulatory framework for senior housing development](#) within Eagle Mountain City, with an emphasis on active adult neighborhoods, single-level living, downsizing opportunities, and service-connected housing for residents aged fifty-five (55) years and older.

The overlay is intended to support both existing residents who wish to remain in the community as their housing needs change and new residents seeking age-restricted housing options. The overlay further provides a framework for directing more intensive senior housing products to locations where such development is most appropriate, including areas near medical services, transportation corridors, civic facilities, and compatible transition areas.

The SHO zone is intended to promote financially feasible senior housing development through flexible zoning standards and optional incentive structures. These incentives may be used to encourage high-quality amenities, single-level active adult housing, assisted or supportive senior living, ~~and voluntary affordability components where appropriate, without requiring income-restricted housing as a condition of development.~~

17.55.030 Occupancy and ownership.

A. Age Restriction. Senior housing developments within the Senior Housing Overlay shall be intended for occupancy by residents aged fifty-five (55) years and older. At least one qualifying occupant per dwelling unit shall meet the minimum age requirement. In the event of the death of a qualifying occupant, a surviving spouse or cohabitant may continue to reside in the unit regardless of age, consistent with applicable federal law governing housing for older persons.

B. Secondary Occupants and Caregivers. Secondary occupants, including spouses, cohabitants, ~~adult children, grandchildren, or caregivers~~adult children of a qualifying occupant, grandchildren of a qualifying occupant, or caregivers, may reside in a dwelling unit where at least one qualifying occupant meets the age requirement and the development maintains compliance with applicable federal law governing housing for older persons. Secondary occupants and caregivers are not required to independently meet the age restriction. Nothing in this section shall permit the conversion of a dwelling unit into an accessory dwelling unit or separate rental unit.

C. Tenure. Dwelling units within the Senior Housing Overlay may be offered for rent or for sale at market rates, unless otherwise specified through a development agreement approved by the City. Nothing in this section shall be interpreted as requiring income-restricted occupancy or regulated rental rates.

D. Ownership Structure. Each development within the Senior Housing Overlay shall be under unified ownership at the time of initial development, unless otherwise approved in accordance with applicable City ordinances. Ownership structures may include single ownership, condominium regimes, homeowners associations, or other legally recognized forms of property ownership.

E. Compliance and Verification. The property owner or homeowners association, as applicable, shall be responsible for ensuring compliance with age-restricted occupancy requirements. Documentation demonstrating compliance shall be maintained by the owner and made available to the City upon request. The City may require reasonable verification, including occupancy records or other documentation necessary to confirm compliance with this section.

17.55.040 Uses.

In addition to the uses allowed in the base zone, the following uses may be permitted within the SHO where applicable development standards have been met: Uses A through D are primary uses within the SHO. Uses E and F are secondary uses subject to additional location and design requirements.

A. Single-Level Detached Senior Housing. Detached single-family senior dwelling units designed for single-level living.

B. Active Adult Neighborhoods. Age-restricted communities consisting of detached homes, small-lot homes, or similar independent living formats designed around common open space, shared amenities, or pedestrian-oriented neighborhood design.

C. Twin Homes and Duplex Senior Housing. Single-level twin-home or duplex-style senior housing designed to provide an independent residential character while allowing moderate transition in housing type.

D. Rambler-Style Attached or Condominium Housing. Single-level attached ownership housing, including rambler-style quad homes or similar products, provided that units are not vertically stacked and are designed for stair-free primary living.

E. Assisted Living and Supportive Senior Housing. ~~Assisted living facilities and supportive senior housing, subject to applicable standards and encouraged to locate near medical services, transportation options, and service providers. Assisted living facilities and supportive senior housing are a secondary use within the SHO and shall be directed to locations in proximity to medical facilities, healthcare providers, and coordinated service providers. This use is subject to the standards of §17.55.090(E).~~

F. Limited Age-Restricted Residential Communities. ~~Age-restricted residential communities with a more intensive building form may be considered only in targeted locations through a development agreement when located near assisted living, medical services, or other supporting services, and when adequate safeguards are included to prevent conversion to standard multifamily housing. Age-restricted residential communities with a~~

more intensive building form are a secondary use within the SHO and may be considered only in targeted locations through a development agreement. Such communities shall: (1) be located in proximity to medical facilities or healthcare providers; (2) provide elevator access for buildings exceeding one story; (3) not exceed three (3) stories in height; (4) require specific City Council findings of compatibility with surrounding uses; (5) record a use restriction against the property ensuring continued senior occupancy; (6) provide annual compliance reporting to the City; and (7) include a reversion mechanism requiring Council approval for any change in use. This use is subject to the standards of §17.55.090(F).

Townhome-style senior housing with stair-dependent unit design, vertically stacked condominium buildings, standard senior apartment developments, and mixed-use senior housing shall not be permitted as general uses within the SHO unless specifically approved through a development agreement based on location, design, service proximity, and Council findings of compatibility. Where stacked units are approved, the development shall require proximity to medical facilities, elevator access, a maximum of three (3) stories, required City Council findings, a recorded use restriction, annual compliance reporting, and a reversion mechanism as provided in §17.55.040(F).

17.55.050 Buffer requirements.

A. Residential and Commercial Interface. When a Senior Housing Overlay development is adjacent to commercially zoned property, a landscape buffer shall be provided along the shared boundary between commercial and residential uses. The buffer shall be designed to mitigate visual, noise, lighting, and operational impacts.

B. Minimum Buffer. Unless otherwise approved by the Land Use Authority, the minimum landscape buffer shall be twenty (20) feet in width. The Land Use Authority may require additional buffering where the adjacent commercial use is loud, noxious, service-intensive, or otherwise incompatible with senior residential use.

C. Fencing and Safety. A sight-obscuring fence or wall shall be provided where necessary to protect residential privacy and mitigate impacts from adjacent nonresidential uses. The Land Use Authority may approve alternative buffering where a fence would conflict with pedestrian connectivity, safety, visibility, or site design.

17.55.060 Development standards.

A. Development Size. Senior Housing Overlay developments shall have a minimum development area of one (1) acre. Maximum development size shall be determined based on the housing type, compatibility with surrounding land uses, infrastructure capacity, and the ability of the development to meet the intent of this Chapter.

B. Density Structure. The base density for all development within the Senior Housing Overlay shall be governed by the underlying zoning district. Density increases may be considered as an optional incentive where the development provides age-restricted senior housing, single-level active adult housing, enhanced amenities, assisted or supportive senior living, ~~or voluntary affordability components~~. Increased density shall not be applied uniformly and shall be evaluated based on location, design, infrastructure capacity, service access, and compatibility with surrounding land uses.

C. Preferred Housing Form. The preferred housing forms within the SHO are single-level detached homes, small-lot homes, twin homes, duplexes, rambler-style attached units, and other products that provide independent living with no stair-dependent primary living areas. Townhome-style products ~~that rely on stairs for primary living functions are not consistent with the intent of this Chapter with stair-dependent primary living functions are generally discouraged within the SHO.~~

D. Dwelling Size and Configuration. Dwelling units intended for independent senior living shall contain a minimum of two (2) bedrooms unless otherwise approved by the Land Use Authority for assisted living, supportive housing, or another specialized residential model. The second bedroom is intended to support caregivers, family visits, hobbies, storage, or other needs commonly associated with senior living. Dwelling units

Commented [KP1]: This language leaves room for really good, unique projects in the future.

shall have a minimum floor area of one thousand (1,000) square feet unless otherwise approved based on the housing type and overall development design.

E. Single-Level and Accessibility Design. Dwelling units shall be designed for single-level living. At a minimum, the primary bedroom, bathroom, kitchen, laundry area, and primary living area shall be located on the main level without requiring the use of stairs. Slab-on-grade construction is encouraged. Basements may be permitted where all required primary living functions are provided on the main level.

F. Caretaker Allowance. A live-in caretaker, whether related or unrelated to the qualifying resident, may reside within a dwelling unit consistent with applicable federal law governing housing for older persons. A caretaker may not occupy the unit as a separate dwelling unit unless otherwise permitted by City ordinance.

G. Location Considerations. Senior housing developments are encouraged to locate in areas that provide convenient access to ~~commercial services, medical facilities, civic uses, transportation corridors, and future transit or shuttle opportunities.~~ Assisted living and supportive senior housing should be located where medical services, transportation options, or coordinated service providers are reasonably accessible. medical facilities, civic uses, parks, community centers, and compatible residential transition areas. Assisted living and limited age-restricted residential communities are subject to the additional location requirements of §17.55.090(E) and §17.55.090(F), respectively.

H. Accessory Dwelling Units. ~~Accessory dwelling units shall not be permitted within developments governed by the Senior Housing Overlay unless specifically approved by the City Council as part of a comprehensive development plan and only where such approval does not undermine the age-restricted character of the development.~~ Accessory dwelling units are prohibited within developments governed by the Senior Housing Overlay.

I. Lighting. A lighting plan shall be required for all developments and shall be designed to enhance safety, visibility, and security while minimizing glare and impacts to adjacent properties.

J. Parking. Parking shall be provided in accordance with Section 17.55.080 of this Chapter. The Land Use Authority may approve reductions or modifications to parking requirements where the development demonstrates reduced parking demand, shared parking opportunities, proximity to services, or transportation alternatives.

K. Open Space. Common open space shall be incorporated into development design where feasible and shall be scaled to the size and intensity of the development. Open space may include landscaped areas, courtyards, walking paths, seating areas, or other features that support resident interaction and activity.

L. Amenities and Community Design. Senior housing developments shall incorporate amenities that promote an active, healthy, and socially connected lifestyle for residents. The type and extent of amenities shall be proportional to the size, scale, and intensity of the development. Amenities may include clubhouses, community gathering areas, fitness or exercise spaces, walking paths, landscaped open space, recreational courts, swimming pools, or similar features. Amenity commitments may be used as part of an incentive-based approval structure where the development seeks density, lot size, setback, parking, or other flexibility.

M. Development Agreement. A development agreement may be required for Senior Housing Overlay projects and shall be required for projects seeking increased density, significant development flexibility, limited age-restricted residential community approval, assisted or supportive senior housing approval, ~~or voluntary affordability incentives.~~ The agreement may include a concept plan or preliminary plat, building elevations, occupancy restrictions, amenity commitments, service coordination, property maintenance, snow removal, landscaping, and any applicable monitoring or compliance procedures.

N. Land Use Authority. Unless otherwise specified, the Planning Commission shall serve as the Land Use Authority for site plan and preliminary plat approvals. City staff shall serve as the Land Use Authority for final

plat approval. The City Council shall approve development agreements and any project-specific deviations expressly reserved to the Council under this Chapter.

O. Design Standards. All Senior Housing Overlay developments shall comply with the design standards set forth in Chapter 17.72 EMMC. The SHO is intended to support high-quality market-rate senior housing, and design standards shall be applied consistent with that intent. Deviations from applicable design standards may be approved through a development agreement where the applicant demonstrates that an alternative design approach achieves equivalent or superior design quality.

P. Phased Development. Senior Housing Overlay developments proposing phased construction shall comply with the City's phasing standards applicable to residential development. Where a developer seeks flexibility in phasing sequence, timing, or infrastructure completion, such exceptions shall be addressed through a development agreement approved by the City Council.

17.55.070 Senior housing development incentives and active adult neighborhood standards.

A. Purpose. The purpose of this section is to establish development standards and optional incentives that support the creation of high-quality senior housing communities within Eagle Mountain City. These provisions are intended to encourage active adult neighborhoods, single-level senior housing, ~~service-connected assisted or supportive senior housing, high-quality amenities, and a broader range of housing opportunities while maintaining a primary emphasis on market-rate senior housing and high-quality amenities.~~ Assisted and supportive senior housing are secondary uses within the SHO and are not a co-equal objective of this section. The primary emphasis of this section is market-rate senior housing.

B. Incentive-Based Approach. The City may consider development incentives for projects that incorporate features that advance the intent of the SHO, including single-level active adult design, twin-home or duplex senior housing, enhanced amenities, ~~assisted or supportive senior living near services, or voluntary affordability components.~~ Incentives are intended to provide flexibility to developers, support project feasibility, and align qualifying projects with state housing objectives include eligibility for infrastructure funding, housing grants, public-private partnerships, and state housing finance programs. ~~and potential funding opportunities.~~ Participation in any incentive program is voluntary.

C. No Affordability Requirement. Nothing in this Chapter shall be interpreted as requiring the inclusion of income-restricted housing units. Market-rate senior housing is permitted and encouraged throughout the overlay. ~~Affordability components may be considered as one optional element within a broader incentive package where a developer elects to include such units.~~ [Reserved for State housing law compliance provisions as applicable.]

~~D. Density Incentives. Projects developed within the Senior Housing Overlay may qualify for density incentives above the base density allowed by the underlying zoning district. Developments that restrict occupancy to residents aged fifty-five (55) years or older may be eligible for a density increase of up to twenty-five percent (25%). Developments that incorporate a broader range of housing opportunities, including units attainable to households earning up to eighty percent (80%) of the Area Median Income (AMI), may be eligible for a density increase of up to forty percent (40%). Developments that provide a greater proportion of such housing opportunities, including units attainable to households earning between sixty percent (60%) and eighty percent (80%) of AMI, may be eligible for a density increase of up to fifty percent (50%).~~ D. Density Incentives. Projects developed within the Senior Housing Overlay may qualify for density incentives above the base density allowed by the underlying zoning district. Developments that restrict occupancy to residents aged fifty-five (55) years or older may be eligible for a density increase of up to twenty-five percent (25%). Additional density incentives may be available for developments that incorporate the recommended features identified in §17.55.085(E).

E. Amenity and Design Incentives. The Land Use Authority may consider reductions or modifications to lot size, setbacks, parking, open space configuration, or other site standards where the development provides enhanced

amenities, superior pedestrian design, coordinated maintenance, or other features that support quality of life for senior residents. Any such incentive shall be proportionate to the public and resident benefit provided.

F. Active Adult Neighborhood Standards. Active Adult Neighborhoods may consist of detached single-family homes, small-lot homes, twin homes, duplexes, paired homes, rambler-style attached units, or similar single-level housing forms. These developments shall be designed to provide downsizing opportunities for older residents seeking independent living within walkable, amenity-oriented, and community-focused environments.

G. Unit Size. Typical dwelling units within an Active Adult Neighborhood shall generally range from one thousand two hundred (1,200) square feet to two thousand (2,000) square feet. Smaller or larger units may be permitted where consistent with the overall design, market demand, and intent of the development. A minimum of two (2) bedrooms is preferred for independent living units.

H. Lot Size and Setback Flexibility. Reduced lot sizes and setbacks may be approved where they support single-level housing, clustered development patterns, shared open space, pedestrian-oriented design, and neighborhood compatibility.

I. Common Open Space and Amenities. Active Adult Neighborhoods shall include common open space or shared amenities accessible to residents. These areas may include landscaped courtyards, walking paths, seating areas, clubhouses, recreation facilities, pools, or other gathering spaces intended to offset smaller private lots and promote social connection.

J. Homeowners Association or Maintenance Entity. ~~A homeowners association, property owners association, condominium association, or comparable maintenance entity shall be required to manage and maintain common areas, landscaping, private streets where applicable, amenities, and shared facilities.~~ For developments of ten (10) or more units, a formal homeowners association, property owners association, or condominium association shall be required to manage and maintain common areas, landscaping, private streets where applicable, amenities, and shared facilities. For developments of fewer than ten (10) units, the developer may satisfy this requirement through participation in a master homeowners association or through a recorded private maintenance agreement identifying responsible parties and maintenance obligations. City maintenance agreements are not permitted.

K. Affordability Commitments. ~~Where a developer elects to utilize affordability as part of an incentive package, affordable or attainable units shall remain subject to the affordability terms established in a development agreement approved by the City. The agreement shall identify applicable income targets, duration, monitoring procedures, and compliance standards.~~ K. State Housing Requirements. [Reserved for applicable State housing law requirements as determined by the City Attorney.]

17.55.085 Senior housing expedited approval process.

A. Purpose. This section establishes an expedited approval process for qualifying senior housing developments that demonstrate a high level of commitment to the SHO's primary objectives. The expedited process is intended to provide a market signal to developers and reduce approval timelines for market-rate senior housing projects that meet qualifying thresholds. Pre-application meetings are strongly encouraged for projects seeking expedited approval.

B. Qualifying Threshold. To qualify for the expedited approval process, a project shall: (1) consist of twenty (20) or more dwelling units or encompass three (3) or more acres; (2) consist entirely of primary uses under §17.55.040(A) through (D); and (3) not include any stacked units or vertically stacked residential products. Incentives provided through this Chapter may include density flexibility, modified development standards, expedited review processes, and other tools intended to support project feasibility and predictable development timelines.

C. Approval Process. Qualifying projects shall follow the following expedited process: (1) one City Council public hearing at the development agreement stage; (2) DRC site plan review with initial required changes provided within fifteen (15) business days of a complete submittal; and (3) staff-level final approval authority for subsequent submittals consistent with the approved development agreement and DRC direction.

D. Required Commitments. To qualify for and maintain expedited approval status, a project shall commit to the following: (1) a recorded age restriction with a conversion lock prohibiting conversion to non-age-restricted housing without City Council approval; (2) HOA or maintenance entity as required by §17.55.070(J); (3) an exterior maintenance plan recorded against the property; (4) single-level primary functions for all primary dwelling units; (5) no stacked residential units; and (6) compliance with applicable design standards under Chapter 17.72 EMMC.

E. Recommended Features. The following features are recommended and may qualify a project for additional density incentives above the base twenty-five percent (25%) tier: (1) gated community with controlled access; (2) fully single-level development with no stairs required for any primary living function in any unit; (3) enhanced amenities such as clubhouse, fitness center, pool, or comparable community features proportional to project size; and (4) proximity to medical facilities or healthcare providers.

F. Density Incentive. Projects qualifying for the expedited approval process shall be eligible for the twenty-five percent (25%) base density incentive established in §17.55.070(D). Projects that also incorporate the recommended features identified in subsection (E) of this section may be eligible for additional density incentives as determined through the development agreement process.

17.55.080 Parking standards for senior housing.

A. Purpose. Parking standards for senior housing developments recognize that some senior housing products may generate lower parking demand than conventional residential development, particularly where developments provide services, shared transportation, proximity to medical or commercial uses, or coordinated maintenance.

B. Minimum Parking Requirements. Parking shall be provided based on the specific housing type, project design, expected resident profile, guest demand, and proximity to services. Unless otherwise approved by the Land Use Authority, the following minimum standards shall apply:

Housing Type	Minimum Parking Requirement
Single-level detached, twin-home, duplex, or rambler-style ownership units	1.5 spaces per dwelling unit, including garage or driveway spaces
Active Adult Neighborhoods with shared amenities and coordinated maintenance	1.5 spaces per dwelling unit, plus guest parking as determined by the Land Use Authority
Limited age-restricted residential communities approved by development agreement	1.0 space per dwelling unit, unless otherwise justified by a parking study or service plan
Assisted living or supportive senior housing	0.5 spaces per unit or bed, plus employee, visitor, and service parking as determined through site plan review

C. Guest Parking. Guest parking shall be provided in an amount determined by the Land Use Authority based on project size, unit type, amenities, expected visitor demand, and surrounding street capacity.

D. Reductions and Modifications. The Land Use Authority may approve parking reductions or modifications where the development demonstrates reduced parking demand, access to services, shared parking arrangements, shuttle service, transit access, or other transportation alternatives.

Commented [KP2]: "Vertically stacked residential products are generally discouraged unless approved through a development agreement demonstrating compatibility, accessibility, elevator access, and proximity to services."

17.55.090 Location, services, and transportation considerations.

A. Intent. The Senior Housing Overlay is intended to support senior housing in locations that provide reasonable access to essential services, community amenities, and transportation options. The City recognizes that different senior housing types have different service needs and that location should be evaluated based on the proposed product type.

B. Preferred Locations. ~~Application of the Senior Housing Overlay should prioritize areas within or adjacent to town center areas, compatible residential transition areas, commercial corridors, medical or civic service areas, parks, community centers, and future transit or shuttle service areas.~~ Application of the Senior Housing Overlay should prioritize areas within or adjacent to medical facilities, healthcare providers, civic service areas, parks, community centers, and compatible residential transition areas. Eagle Mountain City currently has no fixed-route public transit service, and proximity to transit shall not be used as a basis for approving more intensive senior housing products.

C. Residential Compatibility. Single-level detached, twin-home, duplex, rambler-style attached, and Active Adult Neighborhood developments may be located adjacent to or within residential areas where compatible with surrounding development. Senior housing adjacent to residential zones is generally appropriate where design, scale, access, and buffering are compatible.

D. Commercial Compatibility. Senior housing should avoid locations immediately adjacent to loud, noxious, or operationally intensive commercial uses unless adequate buffering, site design, and mitigation measures are provided.

E. Assisted Living and Supportive Senior Housing. Assisted living and supportive senior housing are strongly encouraged to locate near medical facilities, healthcare providers, transportation corridors, shuttle or transit opportunities, and commercial services. Applicants for such uses may be required to provide a service access narrative identifying proximity to medical services, transportation options, emergency services, and other support systems.

F. Limited Intensive Products. Limited age-restricted residential communities and any mixed-use or more intensive senior residential products shall be considered only in targeted locations and through a development agreement. The agreement shall include safeguards to maintain senior occupancy and prevent conversion to standard multifamily housing unless expressly approved by the City.

G. Infrastructure Capacity. Prior to approval of any Senior Housing Overlay development, the City shall verify that adequate infrastructure capacity exists, including water, sewer, transportation access, emergency access, and utilities.

17.55.100 Parcel size and development area.

A. Minimum Development Size. Senior Housing Overlay developments shall generally be located on parcels no smaller than one (1) acre unless otherwise approved by the Land Use Authority based on project design, housing type, and compatibility.

B. Maximum Development Size. No fixed maximum development size is established by this Chapter. Project size shall be evaluated based on housing type, infrastructure capacity, compatibility with surrounding land uses, circulation, amenities, and the ability of the development to meet the intent of the SHO.

C. Typical Project Size. Senior housing developments may vary in size depending on the proposed housing type and design. Smaller infill or transition projects may be appropriate for twin-home, duplex, or rambler-style attached products, while larger projects may be appropriate for Active Adult Neighborhoods where adequate amenities, access, and compatibility are provided.

D. Flexibility. The Land Use Authority may approve deviations from typical parcel sizes when the project demonstrates high-quality design, compatibility with surrounding land uses, adequate infrastructure capacity, and consistency with the purpose of this Chapter.

Senior Housing Overlay Zone Draft

17.10.030 Definitions.

“Senior Housing” means housing intended primarily for residents fifty-five (55) years of age or older and may include market-rate active adult communities, single-level senior neighborhoods, twin-home or duplex senior housing, rambler-style condominium or attached housing, assisted living facilities, and supportive senior housing. At least one qualifying resident per dwelling unit shall be fifty-five (55) years of age or older, except as otherwise permitted under applicable federal law governing housing for older persons.

“Active Adult Neighborhood” means an age-restricted senior housing development designed primarily for independent living and consisting of single-level detached, paired, duplex, twin-home, or similar residential units arranged around common open space, shared amenities, or pedestrian-oriented neighborhood design. An Active Adult Neighborhood may include homes larger than traditional cottage units where the development maintains a single-level or stair-free living design.

“Single-Level Senior Housing” means housing designed so that the primary living area, including a bedroom, bathroom, kitchen, laundry area, and living space, is located on one level without requiring the use of stairs. A basement may be included, provided that all required primary living functions are available on the main level.

17.25.030 Land use table.

The land use table below identifies various land uses that are permitted or special uses in the residential zone.

Uses that are not listed in the table are prohibited.

P = Permitted. Permitted uses may still require approval through an application process as detailed in this chapter and other chapters.

S = Special. Special uses are permitted as long as they comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use.

Blank = Prohibited.

Residential and Related Land Uses

Land Use	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Assisted Living Facility	S	S	S							S	S
Dwelling (Single-Family)	P	P	P	P	P	P	P	P	P		
Dwelling (Multifamily)										P ≤ 6 units/building	P ≤ 12 units/building
Residential Facility for Persons with a Disability (Up to 4 Unrelated Adults) in Compliance with Chapter 17.75 EMMC	S	S	S	S	S	S	S	S	S	S	S
Senior Housing in Compliance with Chapter 17.55 EMMC	P	P	P	P	P	P	P	P	P	P	P

Chapter 17.55

SENIOR HOUSING OVERLAY ZONE

Sections:

17.55.010 What this chapter does.

17.55.020 Purpose and objectives.

17.55.030 Occupancy and ownership.

17.55.040 Uses.

17.55.050 Buffer requirements.

17.55.060 Development standards.

17.55.070 Senior housing development incentives and active adult neighborhood standards.

17.55.080 Parking standards for senior housing.

17.55.090 Location, services, and transportation considerations.

17.55.100 Parcel size and development area.

17.55.010 What this chapter does.

Property located in the Senior Housing Overlay (SHO) zone shall be developed in accordance with either the SHO zone or the underlying zone. However, if a property is developed in accordance with the SHO zone, the development must comply with all applicable requirements of the SHO zone. The SHO zone may be located as an overlay zone in any residential zone where the proposed senior housing type is compatible with the surrounding neighborhood, subject to this Chapter.

17.55.020 Purpose and objectives.

The purpose of the SHO is to provide a predictable regulatory framework for senior housing development within Eagle Mountain City, with an emphasis on active adult neighborhoods, single-level living, downsizing opportunities, and service-connected housing for residents aged fifty-five (55) years and older. The SHO is intended to support both existing residents who wish to remain in the community as their housing needs change and new residents seeking age restricted housing options.

The SHO further provides a framework for directing more intensive senior housing products to locations where such development is most appropriate, including areas near medical services, transportation corridors, civic facilities, and compatible transition areas.

The overlay is intended to promote financially feasible senior housing development through flexible zoning standards, coordinated review processes and optional incentive structures designed to encourage high quality amenities, single-level active adult housing, assisted and supportive senior living, and other community-oriented design features.

The City recognizes that clear development standards, administrative certainty, predictable review processes, and reduced entitlement complexity are important tools for encouraging investment in high quality, market driven senior housing opportunities within Eagle Mountain City. The SHO is intended to provide flexibility for qualifying projects that are consistent with the purpose and standards of this Chapter while creating a predictable path for senior housing development within the City.

17.55.030 Occupancy and ownership.

A. Age Restriction. Senior housing developments within the SHO shall be intended for occupancy by residents aged fifty-five (55) years and older. At least one qualifying occupant per dwelling unit shall meet the minimum

age requirement. In the event of the death of a qualifying occupant, a surviving spouse or cohabitant may continue to reside in the unit regardless of age, consistent with applicable federal law governing housing for older persons.

B. Secondary Occupants and Caregivers. Secondary occupants, including spouses, cohabitants, adult children of a qualifying occupant, grandchildren of a qualifying occupant, or caregivers, may reside in a dwelling unit where at least one qualifying occupant meets the age requirement and the development maintains compliance with applicable federal law governing housing for older persons. Secondary occupants and caregivers are not required to independently meet the age restriction. Nothing in this section shall permit the conversion of a dwelling unit into an accessory dwelling unit or separate rental unit.

C. Tenure. Dwelling units within the SHO may be offered for rent or for sale at market rates, unless otherwise specified through a development agreement approved by the City. Nothing in this section shall be interpreted as requiring income-restricted occupancy or regulated rental rates.

D. Ownership Structure. Each development within the SHO shall be under unified ownership at the time of initial development, unless otherwise approved in accordance with applicable City ordinances. Ownership structures may include single ownership, condominium regimes, homeowners associations, or other legally recognized forms of property ownership.

E. Compliance and Verification. The property owner or homeowners association, as applicable, shall be responsible for ensuring compliance with age-restricted occupancy requirements. Documentation demonstrating compliance shall be maintained by the owner and made available to the City upon request. The City may require reasonable verification, including occupancy records or other documentation necessary to confirm compliance with this section.

17.55.040 Uses.

In addition to the uses allowed in the base zone, the following uses may be permitted within the SHO where applicable development standards have been met. Uses A through D are primary uses within the SHO. Uses E and F are secondary uses subject to additional location and design requirements.

A. Single-Level Detached Senior Housing. Detached single-family senior dwelling units designed for single-level living.

B. Active Adult Neighborhoods. Age-restricted communities consisting of detached homes, small-lot homes, or similar independent living formats designed around common open space, shared amenities, or pedestrian-oriented neighborhood design.

C. Twin Homes and Duplex Senior Housing. Single-level twin-home or duplex-style senior housing designed to provide an independent residential character while allowing moderate transition in housing type.

D. Rambler-Style Attached or Condominium Housing. Single-level attached ownership housing, including rambler-style quad homes or similar products, provided that units are not vertically stacked and are designed for stair-free primary living.

E. Assisted Living and Supportive Senior Housing. Assisted living facilities and supportive senior housing are a secondary use within the SHO and shall be directed to locations in proximity to medical facilities, healthcare providers, and coordinated service providers. This use is subject to the standards of EMMC 17.55.090(E).

F. Limited Age-Restricted Residential Communities. Age-restricted residential communities with a more intensive building form are a secondary use within the SHO and may be considered only in targeted locations through a development agreement. Such communities shall:

1. Be located in proximity to medical facilities or healthcare providers;
2. Provide elevator access for buildings exceeding one story;
3. Not exceed three (3) stories in height;
4. Require specific City Council findings of compatibility with surrounding uses;
5. Record a use restriction against the property ensuring continued senior occupancy;
6. Provide annual compliance reporting to the City; and
7. Include a reversion mechanism requiring Council approval for any change in use. This use is subject to the standards of EMMC 17.55.090(F).

17.55.050 Buffer requirements.

A. Residential and Commercial Interface. When a SHO development is adjacent to commercially zoned property, a landscape buffer shall be provided along the shared boundary between commercial and residential uses. The buffer shall be designed to mitigate visual, noise, lighting, and operational impacts.

B. Minimum Buffer. Unless otherwise approved by the Land Use Authority, the minimum landscape buffer shall be twenty (20) feet in width. The Land Use Authority may require additional buffering where the adjacent commercial use is loud, noxious, service-intensive, or otherwise incompatible with senior residential use.

C. Fencing and Safety. A sight-obscuring fence or wall shall be provided where necessary to protect residential privacy and mitigate impacts from adjacent nonresidential uses. The Land Use Authority may approve alternative buffering where a fence would conflict with pedestrian connectivity, safety, visibility, or site design.

17.55.060 Development standards.

A. Development Size. SHO developments shall have a minimum development area of one (1) acre. Maximum development size shall be determined based on the housing type, compatibility with surrounding land uses, infrastructure capacity, and the ability of the development to meet the intent of this Chapter.

B. Density Structure. The base density for all development within the SHO shall be governed by the underlying zoning district. Density increases may be considered as an optional incentive where the development provides age-restricted senior housing, single-level active adult housing, enhanced amenities, assisted or supportive senior living. Increased density shall not be applied uniformly and shall be evaluated based on location, design, infrastructure capacity, service access, and compatibility with surrounding land uses.

C. Preferred Housing Form. The preferred housing forms within the SHO are single-level detached homes, small-lot homes, twin homes, duplexes, rambler-style attached units, and other products that provide independent living with no stair-dependent primary living areas. Townhome-style products with stair-dependent primary living functions are generally discouraged within the SHO.

D. Dwelling Size and Configuration. Dwelling units intended for independent senior living shall contain a minimum of two (2) bedrooms unless otherwise approved by the Land Use Authority for assisted living, supportive housing, or another specialized residential model. The second bedroom is intended to support caregivers, family visits, hobbies, storage, or other needs commonly associated with senior living. Dwelling units shall have a minimum floor area of one thousand (1,000) square feet unless otherwise approved based on the housing type and overall development design.

E. Single-Level and Accessibility Design. Single-level living as defined in 17.10.030.

F. Caretaker Allowance. A live-in caretaker, whether related or unrelated to the qualifying resident, may reside within a dwelling unit consistent with applicable federal law governing housing for older persons.

G. Location Considerations. Senior housing developments are encouraged to locate in areas that provide convenient access to medical facilities, civic uses, parks, community centers, and compatible residential transition areas. Assisted living and limited age-restricted residential communities are subject to the additional location requirements of EMMC 17.55.090(E) and EMMC 17.55.090(F), respectively.

H. Accessory Dwelling Units. Accessory dwelling units are prohibited within developments governed by the SHO.

I. Lighting. A lighting plan shall be required for all developments and shall be designed to enhance safety, visibility, and security while minimizing glare and impacts to adjacent properties.

J. Parking. Parking shall be provided in accordance with Section 17.55.080 of this Chapter. The Land Use Authority may approve reductions or modifications to parking requirements where the development demonstrates reduced parking demand, shared parking opportunities, proximity to services, or transportation alternatives.

K. Open Space. Common open space shall be incorporated into development design where feasible and shall be scaled to the size and intensity of the development. Open space may include landscaped areas, courtyards, walking paths, seating areas, or other features that support resident interaction and activity.

L. Amenities and Community Design. Senior housing developments shall incorporate amenities that promote an active, healthy, and socially connected lifestyle for residents. The type and extent of amenities shall be proportional to the size, scale, and intensity of the development. Amenities may include clubhouses, community gathering areas, fitness or exercise spaces, walking paths, landscaped open space, recreational courts, swimming pools, or similar features. Amenity commitments may be used as part of an incentive-based approval structure where the development seeks density, lot size, setback, parking, or other flexibility.

M. Development Agreement. A development agreement may be required for SHO projects and shall be required for projects seeking increased density, significant development flexibility, limited age-restricted residential community approval, assisted or supportive senior housing approval. The agreement may include a concept plan or preliminary plat, building elevations, occupancy restrictions, amenity commitments, service coordination, property maintenance, snow removal, landscaping, and any applicable monitoring or compliance procedures.

N. Land Use Authority. Unless otherwise specified, the Planning Commission shall serve as the Land Use Authority for site plan and preliminary plat approvals. City staff shall serve as the Land Use Authority for final plat approval. The City Council shall approve development agreements and any project-specific deviations expressly reserved to the Council under this Chapter.

O. Design Standards. All SHO developments shall comply with the design standards set forth in Chapter 17.72 EMMC. The SHO is intended to support high-quality market-rate senior housing, and design standards shall be applied consistent with that intent. Deviations from applicable design standards may be approved through a development agreement where the applicant demonstrates that an alternative design approach achieves equivalent or superior design quality.

P. Phased Development. SHO developments proposing phased construction shall comply with the City's phasing standards applicable to residential development. Where a developer seeks flexibility in phasing sequence, timing,

or infrastructure completion, such exceptions shall be addressed through a development agreement approved by the City Council.

17.55.070 Senior housing development incentives and active adult neighborhood standards.

A. Purpose. The purpose of this section is to establish development standards and optional incentives that support the creation of high-quality senior housing communities within Eagle Mountain City. These provisions are intended to encourage active adult neighborhoods, single-level senior housing, and high-quality amenities. Assisted and supportive senior housing are secondary uses within the SHO and are not a co-equal objective of this section. The primary emphasis of this section is market-rate senior housing.

B. Incentive-Based Approach. The City may consider development incentives for projects that incorporate features that advance the intent of the SHO, including single-level active adult design, twin-home or duplex senior housing, enhanced amenities coordinated maintenance, voluntary affordability components, or other features that support quality of life for senior residents. Incentives are intended to provide flexibility to developers, support project feasibility, create predictable development timelines and align qualifying projects with opportunities for infrastructure funding, housing grants, public-private partnerships, and state housing finance programs. Incentives provided through this Chapter may include density flexibility, modified development standards, coordinated review processes, and other tools intended to support project feasibility and predictable development timelines. Participation in any incentive program is voluntary.

C. No Affordability Requirement. Nothing in this Chapter shall be interpreted as requiring the inclusion of income-restricted housing units. Market-rate senior housing is permitted and encouraged throughout the SHO.

D. Density Incentives. Projects developed within the SHO may qualify for density incentives above the base density allowed by the underlying zoning district. Developments that restrict occupancy to residents aged fifty-five (55) years or older may be eligible for a density increase of up to twenty-five percent (25%). Additional density incentives may be available for developments that incorporate the recommended features identified in EMMC 17.55.085(E).

E. Amenity and Design Incentives. The Land Use Authority may consider reductions or modifications to lot size, setbacks, parking, open space configuration, or other site standards where the development provides enhanced amenities, superior pedestrian design, coordinated maintenance, or other features that support quality of life for senior residents. Any such incentive shall be proportionate to the public and resident benefit provided.

F. Active Adult Neighborhood Standards. Active Adult Neighborhoods may consist of detached single-family homes, small-lot homes, twin homes, duplexes, paired homes, rambler-style attached units, or similar single-level housing forms. These developments shall be designed to provide downsizing opportunities for older residents seeking independent living within walkable, amenity-oriented, and community-focused environments.

G. Unit Size. Typical dwelling units within an Active Adult Neighborhood shall generally range from one thousand two hundred (1,000) square feet to two thousand (2,000) square feet. Smaller or larger units may be permitted where consistent with the overall design, market demand, and intent of the development. A minimum of two (2) bedrooms is preferred for independent living units.

H. Lot Size and Setback Flexibility. Reduced lot sizes and setbacks may be approved where they support single-level housing, clustered development patterns, shared open space, pedestrian-oriented design, and neighborhood compatibility.

I. Common Open Space and Amenities. Active Adult Neighborhoods shall include common open space or shared amenities accessible to residents. These areas may include landscaped courtyards, walking paths, seating areas, clubhouses, recreation facilities, pools, or other gathering spaces intended to offset smaller private lots and promote social connection.

J. Homeowners Association or Maintenance Entity. For developments of ten (10) or more units, a formal homeowners association, property owners association, or condominium association shall be required to manage and maintain common areas, landscaping, private streets where applicable, amenities, and shared facilities. For developments of fewer than ten (10) units, the developer may satisfy this requirement through participation in a master homeowners association or through a recorded private maintenance agreement identifying responsible parties and maintenance obligations. City maintenance agreements are not permitted.

17.55.080 Parking standards for senior housing.

A. Purpose. Parking standards for senior housing developments recognize that some senior housing products may generate lower parking demand than conventional residential development, particularly where developments provide services, shared transportation, proximity to medical or commercial uses, or coordinated maintenance.

B. Minimum Parking Requirements. Parking shall be provided based on the specific housing type, project design, expected resident profile, guest demand, and proximity to services. Unless otherwise approved by the Land Use Authority, the following minimum standards shall apply:

Housing Type	Minimum Parking Requirement
Single-level detached, twin-home, duplex, or rambler-style ownership units	1.5 spaces per dwelling unit, including garage or driveway spaces
Active Adult Neighborhoods with shared amenities and coordinated maintenance	1.5 spaces per dwelling unit, plus guest parking as determined by the Land Use Authority
Limited age-restricted residential communities approved by development agreement	1.0 space per dwelling unit, unless otherwise justified by a parking study or service plan
Assisted living or supportive senior housing	0.5 spaces per unit or bed, plus employee, visitor, and service parking as determined through site plan review

C. Guest Parking. Guest parking shall be provided in an amount determined by the Land Use Authority based on project size, unit type, amenities, expected visitor demand, and surrounding street capacity.

D. Reductions and Modifications. The Land Use Authority may approve parking reductions or modifications where the development demonstrates reduced parking demand, access to services, shared parking arrangements, shuttle service, transit access, or other transportation alternatives.

17.55.090 Location, services, and transportation considerations.

A. Intent. The SHO is intended to support senior housing in locations that provide reasonable access to essential services, community amenities, and transportation options. The City recognizes that different senior housing types have different service needs and that location should be evaluated based on the proposed product type.

B. Preferred Locations. Application of the SHO should prioritize areas within or adjacent to medical facilities, healthcare providers, civic service areas, parks, community centers, and compatible residential transition areas. Eagle Mountain City currently has no fixed-route public transit service, and proximity to transit shall not be used as a basis for approving more intensive senior housing products.

C. Residential Compatibility. Single-level detached, twin-home, duplex, rambler-style attached, and Active Adult Neighborhood developments may be located adjacent to or within residential areas where compatible with

surrounding development. Senior housing adjacent to residential zones is generally appropriate where design, scale, access, and buffering are compatible.

D. Commercial Compatibility. Senior housing should avoid locations immediately adjacent to loud, noxious, or operationally intensive commercial uses unless adequate buffering, site design, and mitigation measures are provided.

E. Assisted Living and Supportive Senior Housing. Assisted living and supportive senior housing are strongly encouraged to locate near medical facilities, healthcare providers, transportation corridors, shuttle or transit opportunities, and commercial services. Applicants for such uses may be required to provide a service access narrative identifying proximity to medical services, transportation options, emergency services, and other support systems.

F. Limited Intensive Products. Limited age-restricted residential communities and any mixed-use or more intensive senior residential products shall be considered only in targeted locations and through a development agreement, as defined in 17.55.060(M)

G. Infrastructure Capacity. Prior to approval of any SHO development, the City shall verify that adequate infrastructure capacity exists, including water, sewer, transportation access, emergency access, and utilities.

17.55.100 Parcel size and development area.

A. Minimum Development Size. SHO developments shall generally be located on parcels no smaller than one (1) acre unless otherwise approved by the Land Use Authority based on project design, housing type, and compatibility.

B. Maximum Development Size. No fixed maximum development size is established by this Chapter. Project size shall be evaluated based on housing type, infrastructure capacity, compatibility with surrounding land uses, circulation, amenities, and the ability of the development to meet the intent of the SHO.

C. Typical Project Size. Senior housing developments may vary in size depending on the proposed housing type and design. Smaller infill or transition projects may be appropriate for twin-home, duplex, or rambler-style attached products, while larger projects may be appropriate for Active Adult Neighborhoods where adequate amenities, access, and compatibility are provided.

D. Flexibility. The Land Use Authority may approve deviations from typical parcel sizes when the project demonstrates high-quality design, compatibility with surrounding land uses, adequate infrastructure capacity, and consistency with the purpose of this Chapter.

SENIOR HOUSING OVERLAY (SHO)

Planning Commission Introduction



Why Are We Discussing This?

- Eagle Mountain's housing inventory currently offers limited options for residents seeking to downsize, transition into single-level living, or remain in the community as their housing needs change.



The proposed Senior Housing Overlay is intended to:

Guiding Principle:

Create a flexible, market-driven framework that encourages high-quality senior housing while preserving compatibility with surrounding neighborhoods.

- Expand housing choices for residents aged 55 and older
- Encourage high-quality active adult neighborhoods and senior living opportunities
- Support both existing residents and new residents seeking age-restricted housing
- Promote single-level, accessible housing options
- Create a predictable framework for developers interested in building senior housing
- Direct more intensive senior housing products to appropriate locations near services and infrastructure





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM: An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land use Map for Annexation Policy.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

N/A

BACKGROUND:

Eagle Mountain City is proposing an updated annexation policy plan and is seeking feedback from affected entities, as defined in §10-2-801 of the Utah Code Annotated, including special districts or special service districts whose boundary includes any part of an area proposed for annexation; 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 a municipality whose boundaries are within 1/2 mile of an area proposed for annexation. This is a public meeting, and the City is only seeking feedback from affected entities at this point of the proposed annexation policy plan update process. Affected entities will also have ten (10) additional days, after the public meeting, to submit written feedback to the Planning Commission for consideration.

Eagle Mountain's Annexation Policy Plan was updated at the end of 2025. This proposal is to add Area 7. The rest of the document is as was adopted in 2025.

ITEMS FOR CONSIDERATION:

Requirements for annexation policy plans are set forth in §10-2-803, Utah Code Annotated. The approval path for an annexation policy plan first requires the Planning Commission to host a public meeting to receive feedback from affected entities. The proposal must go back to the Planning Commission for a regular public hearing and recommendation. Finally, an annexation policy plan must go to the City Council for final action.

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:

N/A

ATTACHMENTS:

1. Annexation Policy Plan 2026 Update, Area 7

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 and strategic resources within the City's jurisdiction to ensure consistent stewardship and reduce development pressures in unincorporated areas.
- **Strategic Resource Development:** Preserving opportunities for the responsible exploration and development of rare earth materials and other strategic resources that may support advanced manufacturing, energy technologies, infrastructure investment, and long-term economic diversification within the region.

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.

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.
- 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.

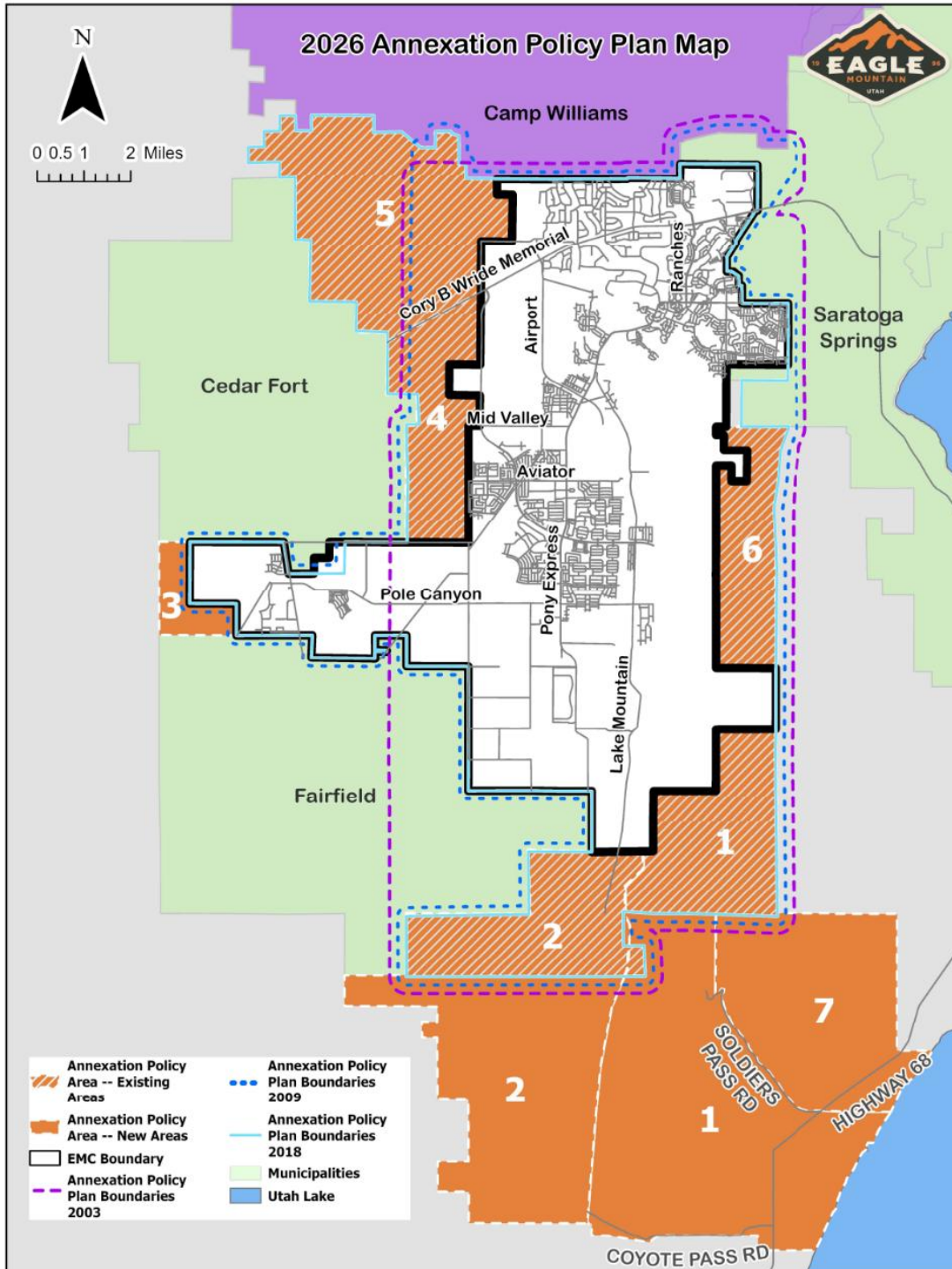
Additional Eagle Mountain Considerations

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.

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 seven 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

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.

Area 7:

This mountainous area lies east of Area 1 and southeast of the City. The southeastern portion of Area 7 reaches the shores of Utah Lake and provides a connection to Redwood Road (SR68). Deposits of rare earth minerals have been found in Area 7. The City could potentially work with the mineral rights owners to develop road and utility infrastructure for this area. The minerals could be a benefit to Eagle Mountain's growing technology industry. This area's challenges include the significant cost of extending infrastructure, potential environmental considerations related to the lake and strategic resource exploration and development, 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.

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.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM: An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Eagle Quest East Master Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	N/A
APPLICANT:	Amanda Tyler and Joshua Cummings

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential 1 Zones: RD1, RD2, R1, R2, and R3	163 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council respecting the proposed Second Amendment to the Eagle Quest East MDA.

BACKGROUND:

On April 25, 2023, the Eagle Quest East MDA became effective. Due to the inability to access the site, there have been no final plat applications submitted yet. On March 18, 2025, the First Amendment was approved to extend the benchmark in Section 7.1 requiring that "the site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date". The approved extension was for an additional 9 months and would expire on July 24, 2026. The preliminary plat was also extended to that date.

The proposed Second Amendment seeks to replace Section 7.1 with new language that would require the first final plat to be submitted within twenty-four (24) months and the site work to occur within seventy-two (72) months. It would also extend the preliminary plat approval to July 24, 2029, and the overall expiration of the Agreement to April 25, 2033.

ITEMS FOR CONSIDERATION:

Per EMMC 16.10.090(A)(5), MDAs may be amended to alter the timing of benchmarks, which is the request here. There are no approval criteria, other than that the Planning Commission reviews the application and the City Council takes final action.

EMMC 16.10.100(C) may also be considered when determining whether to grant extensions.

"... up to two two-year extensions of time [may be granted] to a master development that meets the following criteria:

1. The applicant has demonstrated a good faith effort to initiate the project by completing any applicable conditions and benchmarks; or

2. The extension is necessary due to a delay in action by the city or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration."

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Second Amendment - Eagle Quest East MDA
2. Presentation - Eagle Quest East MDA
3. Original Agreement - Eagle Quest East MDA
4. First Amendment - Eagle Quest East MDA
5. MDP - Eagle Quest East

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Attn: Lacie Messerly, City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005

**SECOND AMENDMENT
TO THE MASTER DEVELOPMENT AGREEMENT
FOR EAGLE QUEST EAST**

This Second Amendment to the Master Development Agreement for Eagle Quest East (“First Amendment”) is made and entered into as of the ____ day of _____, 2026 (“Amendment Effective Date”), by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”) and Eagle Quest LLC of Utah (“Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. On April 25th, 2023, the Parties entered into a Master Development Agreement for Eagle Quest East (“Original MDA”).

B. Section 7.1 of the Original MDA requires that site work for the first final plat or site plan occur within thirty (30) months of the Effective Date as defined in that agreement.

C. On October 15th, 2025, the Parties agreed to amend the Original MDA (“First Amendment”) to provide an extension on the site work for the first final plat or site plan as required by Section 7.1. The First Amendment also extended the expiration date on the preliminary plat to July 24, 2026.

D. In order to achieve the purposes of the Original MDA, the Parties have negotiated an extension for Developer to begin site work for the first final plat or site plan and for the expiration of the preliminary plat seek to memorialize it in this Second Amendment.

E. The Original MDA is set to expire on April 25th 2029. The extensions of the timelines for the site work contemplated in this Second Amendment necessitate extending the expiration date of the Original MDA.

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 Second Amendment.** Other than as specifically amended herein by this Second Amendment, the Original MDA and First Amendment shall remain in full force and effect.

2. **Amendment of Section 7.1.** Section 7.1 is deleted in its entirety and replaced with following provision in lieu thereof:

7.1. First Preliminary Plat or Site Plan. Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within seventy-two (72) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City. The preliminary plat approved on April 19, 2022 will now expire on July 24, 2029, unless extended in accordance with Eagle Mountain's Vested Laws.

3. Amendment of Section 3. Section 3 is deleted in its entirety and replaced with following provision in lieu thereof:

In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate ten (10) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. Recording. The Parties shall cause this First Amendment to be recorded in the records of the Utah County Recorder.

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

[signatures on following pages]

Eagle Quest East

MDA 2nd Amendment





Second Amendment to the Eagle Quest East MDA

2. **Amendment of Section 7.1.** Section 7.1 is deleted in its entirety and replaced with following provision in lieu thereof:

7.1. First Preliminary Plat or Site Plan. Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within seventy-two (72) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City. The preliminary plat approved on April 19, 2022 will now expire on July 24, 2029, unless extended in accordance with Eagle Mountain's Vested Laws.



Second Amendment to the Eagle Quest East MDA

3. **Amendment of Section 3.** Section 3 is deleted in its entirety and replaced with following provision in lieu thereof:

In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate ten (10) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.



Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the City Council respecting the proposed Second Amendment to the Eagle Quest East MDA.



**MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST**

This *Master Development Agreement for Eagle Quest East* (this “Agreement” or “MDA”) is entered into as of this 25 day of April, 2023 (the “Effective Date”) between Eagle Quest LLC of Utah, a Utah limited liability company (“Developer”) and Eagle Mountain City, a Utah municipal corporation (“City” or “Eagle Mountain”).

RECITALS

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

B. Developer intends to develop the Property as a master planned community known as Eagle Quest East (“Project”), in accordance with the Land Use, Concept Site & Phasing Plan (“Master Plan”) attached hereto as Exhibit B. On April 5, 2022, the Eagle Mountain City Council approved the rezone of the Property. On April 19, 2022, the Eagle Mountain City Council approved the Master Plan (which serves as the Eagle Quest East Preliminary Plat);

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

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

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

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

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

- 1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*
- 1.2. **Applicant** means a person or entity submitting a Development Application.
- 1.3. **Buildout** means the completion of all of the development on the entire Project.
- 1.4. **Council** means the elected City Council of Eagle Mountain.

- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Eagle Quest LLC of Utah, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Eagle Quest East, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit C.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).
- 1.18. **Project** means the Eagle Quest East project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.
- 1.19. **Property** means the approximately 163 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, which is included in Exhibit B.

2. **ZONING.** As of the Effective Date, the Property is zoned by the City in accordance with the Land Use, Concept Site, & Phasing Plan, attached hereto as Exhibit B.

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

4. **VESTED RIGHTS.**

4.1. **General Vesting.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

4.2. **Unit Density.** Developer shall be entitled to develop the Project in accordance with the densities and lot locations as depicted on the Master Plan. Developer may not transfer

density within the Project, and Developer shall not be allowed to transfer density or lots due to a school, church or other non-residential use.

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

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

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

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

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

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

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

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5. DEVELOPMENT OF THE PROJECT.

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

5.2 **Phasing.**

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

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

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

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

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

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

6. INFRASTRUCTURE.

6.1 **Roads.**

6.1.1 **Internal Roads.** Developer shall be required to construct all roads within the Project and shown on the Master Plan with the exception of Old Airport Road. The Master Plan includes three minor collector roads (Aviator Avenue), unnamed collector road on the west property line, and a collector road on the north property line (Desert Willow Drive), and a major arterial (Old Airport Road). Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of 24 feet of asphalt. Developer is providing an extra twelve feet (12') of right-of-way on Aviator Avenue. Upon completion of Aviator Avenue, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement



amount shall include the value of the land (as set forth below) under the upsized portion of the road. For example, Aviator Avenue is shown as a 77' road, and the applicant is dedicating 50.5'. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 53' road to a 77' road and for the value of the additional 12' of land. For the other two collector roads (west and north) Developer shall dedicate a minimum of 38.5 feet to the City and, as required by EMMC 15.10.270, shall improve a half-width of a standard residential road plus an additional 10 feet of asphalt, for a total of 24 feet of asphalt.

6.1.2 Old Airport Road. Developer shall dedicate the Old Airport Road land (152 feet wide) to the City, as shown on Exhibit B within 60 days of a request by the City. City and Developer agree to enter into a reimbursement agreement for the cost (as set forth below) of the land for the Old Airport Road, exempting the land for the road crossing shown on the plan (e.g., the portion of Old Airport Road that is used as an access point between phases 10 and 11 of the Project as depicted on the Phasing Plan).

6.1.3. External Access Roads. The three primary access roads for the Project (Aviator Avenue, Desert Willow Drive, and the "Unnamed Road" contiguous to the west boundary of the Project) all cross property that is currently not owned by the City. Developer acknowledges and agrees that it is the responsibility of Developer to obtain right-of-way sufficient to construct a minimum of a 24-foot wide asphalt portion of one or more of the roads and construct a sufficient portion of one of those roads from Pony Express Parkway to access the property, prior to construction of any portion of the Project. Developer currently anticipates that such requirement shall be met by Developer extending 24 feet of Aviator Avenue west to the intersection of Aviator Avenue and Pony Express Parkway. City owns property that under the current Transportation Master Plan is part of the future Aviator Avenue right-of-way. City commits and agrees to use that land as part of the future Aviator Avenue right-of-way. Developer shall not be allowed to access the Project solely through the Sunset Flats development to the south of the Project. City may, in City's sole discretion, assist Developer in obtaining the road dedications and City may utilize impact fees to construct a portion of the roads.

6.1.4 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the agricultural (i.e. pre-development) value of the land as of the date of the dedication.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit D, and Developer shall include the amenities as shown on Exhibit D, allowing for minor modifications to be approved by the City Parks Director. Developer shall receive approval for the specific playground equipment, benches, pavilions, and other equipment by the City Parks Director prior to construction of the parks. The City shall own and maintain the two park areas in the Project.

6.3 Utilities.

6.3.1 Offsite Sewer. The sanitary sewer for the project will need to connect to Pony Express Parkway, to the southwest of the project. This is anticipated to extend

within the Aviator Avenue right-of-way. Upsizing of this sewer line will be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

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

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

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

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

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

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the

City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. DEFAULT.

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

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

8.2.1. **Specific Claim.** Specify the claimed event of Default;

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

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

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

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

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

9. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

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

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

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

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

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

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

13. **SEVERABILITY.** If any provision of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

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

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



Agreement.

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

17. **NO WAIVER.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing by the party intended to be benefited by the provisions.

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

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

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

To the Developer:

Eagle Quest LLC of Utah
6616 West 10760 North
Highland, Utah 84003
Attn: Kurt Ostler

with a copy to:

Eagle Quest LLC of Utah
P.O. Box 532
Farmington, Utah 84025

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run



Eagle Mountain, UT 84005

21. **EXECUTION OF AGREEMENT.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.
22. **HOLD HARMLESS.** Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.
23. **RELATIONSHIP OF PARTIES.** This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
24. **CERTIFICATE OF COMPLIANCE.** Upon fifteen (15) business days prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.
25. **TITLE AND AUTHORITY.** Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.
26. **FURTHER ASSURANCES, DOCUMENTS, AND ACTS.** Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.
27. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an

original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

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

DATED this 31 day of MAY, 2023.

EAGLE QUEST LLC OF UTAH

By: KURT OSTLER - [Signature]

Print Name: Kurt Ostler

Title: MANAGER MEMBER -

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF Utah)

On the 31 day of May, 2023, personally appeared before me Kurt Ostler, who being by me duly sworn, did say that (s)he is the Manager-Member of **Eagle Quest LLC of Utah**, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC



RESOLUTION NO. R-232025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE EAGLE QUEST EAST
MASTER DEVELOPMENT AGREEMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Eagle Quest East Master Development Agreement, as set forth more specifically in Exhibit A; and

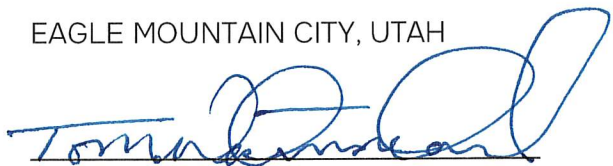
WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Eagle Quest East Master Development Agreement, as set forth in Exhibit A.

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

1. The First Amendment to the Eagle Quest East Master Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.


ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Gina L. Olsen, CMC
City Recorder




CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 18th day of March, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright





Gina L. Olsen, CMC
City Recorder

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Attn: Gina L. Olsen, City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005

**FIRST AMENDMENT
TO THE MASTER DEVELOPMENT AGREEMENT
FOR EAGLE QUEST EAST**

This First Amendment to the Master Development Agreement for Eagle Quest East (“First Amendment”) is made and entered into as of the 19 day of March, 2025 (“Amendment Effective Date”), by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”) and Eagle Quest LLC of Utah (“Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. On April 25th, 2023, the Parties entered into a Master Development Agreement for Eagle Quest East (“Original MDA”).

B. Section 7.1 of the Original MDA requires that site work for the first final plat or site plan occur within thirty (30) months of the Effective Date as defined in that agreement. Due to issues outside of its control, Developer will not be able begin site work for the first final plat or a site plan in the required timeline.

C. In order to achieve the purposes of the Original MDA, the Parties have negotiated an extension for Developer to begin site work for the first final plat or site plan and seek to memorialize it in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows.

AMENDMENT

1. **Effect of First Amendment.** Other than as specifically amended herein by this First Amendment, the Original MDA shall remain in full force and effect.

2. **Amendment of Section 7.1.** Section 7.1 is deleted in its entirety and replaced with following provision in lieu thereof:

7.1. First Preliminary Plat or Site Plan. Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty-nine (39) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final

plat has not been unreasonably delayed by the City. The preliminary plat approved on April 19, 2022 will now expire on July 24, 2026, unless extended in accordance with Eagle Mountain's Vested Laws.

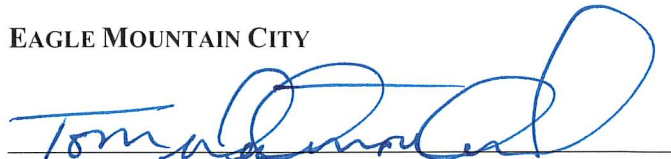
3. **Recording.** The Parties shall cause this First Amendment to be recorded in the records of the Utah County Recorder.

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

[signatures on following pages]

CITY

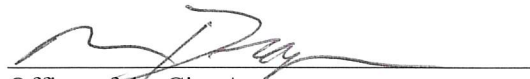
EAGLE MOUNTAIN CITY


TOM WESTMORELAND, Mayor

ATTEST


GINA L. OLSEN, City Recorder





Office of the City Attorney
Approved as to form and legality

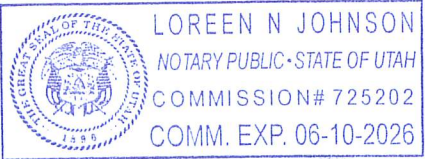
CITY ACKNOWLEDGMENT

STATE OF UTAH)
) :ss.
COUNTY OF UTAH)

On the 19 day of March, 2025, personally appeared before me Tom Westmoreland, who being by me, Loreen N. Johnson, a notary public, in and for said County of Utah, in the State of Utah, **Tom Westmoreland**, Mayor of Eagle Mountain City, who is personally known to me, whose name is subscribed to this instrument and acknowledged he executed the same.

Witness my hand and official seal.


NOTARY PUBLIC



RELIGIOUS MEETINGHOUSE LOCATION NOTE
 FUTURE CHURCH BUILDINGS TO BE LOCATED IN R2 OR R3 ZONE ONLY.

TABULATIONS

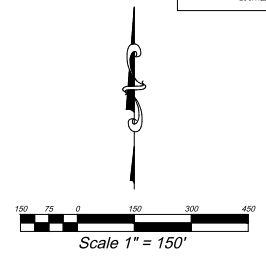
TOTAL ACREAGE OF OVERALL PROJECT:	163,211 ACRES	= 100%
OPEN SPACE AREA:	9,364 ACRES	= 5.7%
ROADWAY AREA:	50,890 ACRES	= 31.2%
R01 ZONE LOT AREA: (56,505 S.F./LOT AVERAGE)	3,6233 ACRES	= 2.4%
R02 ZONE LOT AREA: (22,404 S.F./LOT AVERAGE)	8,7435 ACRES	= 5.3%
R1 ZONE LOT AREA: (14,527 S.F./LOT AVERAGE)	20,3425 ACRES	= 12.4%
R2 ZONE LOT AREA: (10,890 S.F./LOT AVERAGE)	32,2521 ACRES	= 19.8%
R3 ZONE LOT AREA: (8,620 S.F./LOT AVERAGE)	37,8002 ACRES	= 23.2%

PARK TABULATIONS

17 LOTS (900 S.F./LOT)	
61 LOTS (750 S.F./LOT)	
129 LOTS (900 S.F./LOT)	
191 LOTS (1,000 S.F./LOT)	
TOTAL REQUIRED PARK AREA = 361,350 S.F. = 8.2955 ACRES	
TOTAL PROVIDED PARK AREA:	
SOUTHWEST PARK AREA TOTAL AREA = 191,090 S.F.	
SOUTHWEST PARK RETENTION AREA (75%) (137,283 S.F.)(0.75) = 102,962 S.F.	
SOUTHWEST PARK NET AREA = 156,769 S.F.	
CENTRAL PARK AREA = 205,016 S.F.	
TOTAL PROVIDED PARK AREA = 361,785 S.F. = 8.3054 ACRES	

LOT NUMBER PER ZONE

R01 LOTS = 3
R02 LOTS = 17
R1 LOTS = 61
R2 LOTS = 129
R3 LOTS = 191
TOTAL LOTS = 401
AVERAGE LOT AREA FOR TOTAL PROJECT = 11,185 S.F.

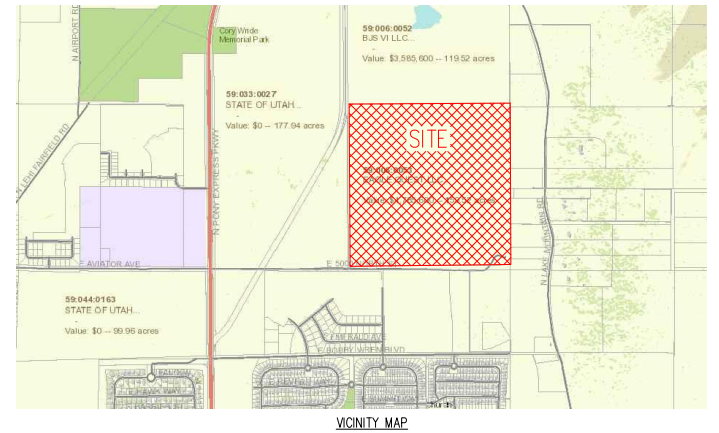


SETBACK NOTE
 SETBACKS VARY BY LOT SIZE. THE SETBACK EXHIBIT WILL BE PROVIDED AS PART OF THE PRELIMINARY AND FINAL PLAT DESIGN PLANS.

FENCING NOTE
 COLLECTOR/ARTERIAL ROAD FENCING IS REQUIRED ON ALL LOTS AROUND THE ENTIRE PERIMETER SINCE THEY ALL BACK AGAINST A COLLECTOR OR ARTERIAL ROAD.

ZONING LEGEND

R01	[Red Box]
R02	[Blue Box]
R1	[Purple Box]
R2	[Orange Box]
R3	[Yellow Box]



REVISIONS

Rev.	Date	REVISION FOR IRC REVIEW COMMENTS	Description
1	11/26/21	REVISED PER IRC REVIEW COMMENTS	
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS	
3	03/25/22	REVISED PER IRC REVIEW COMMENTS	
4	04/27/22	REVISED PER CITY COUNCIL COMMENTS	

Developer/Property Owner: **KURT OSTLER**
 Phone: 801-971-2596

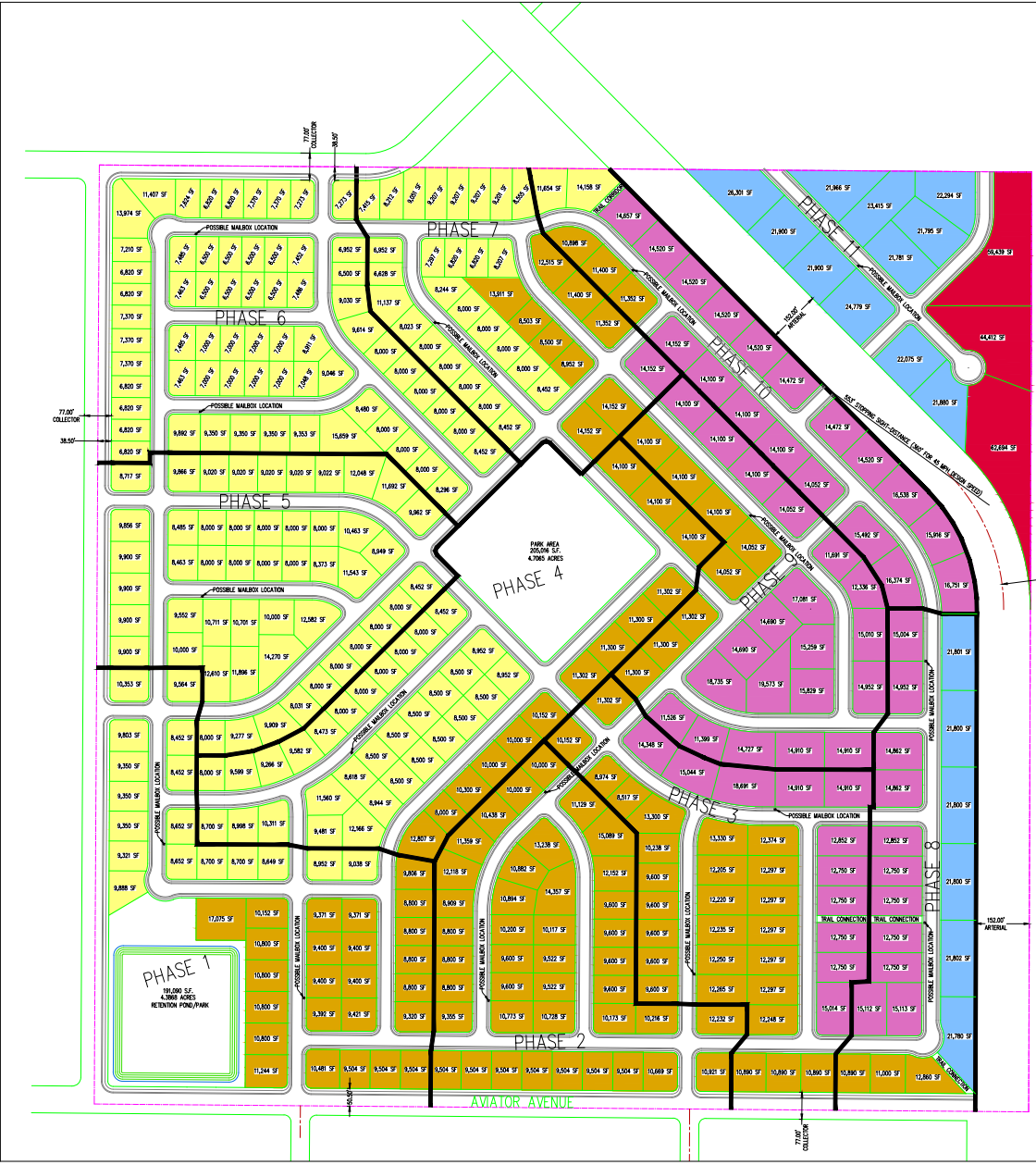
EXCH ENGINEERING
 David W. Peterson, P.E., License #270393
 12 West 100 North, Suite 201C, American Fork, UT 84003
 P: (801) 726-4504; david@exchenv.com

EAGLE MOUNTAIN UTAH

EAGLE QUEST

LAND USE, CONCEPT SITE & PHASING PLAN

Scale: 1" = 150'
 Date: 11/03/21
 Checked by: D.W.P.
 C1





**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 9, 2026**

TITLE:	PUBLIC HEARING / ACTION ITEM - Consolidated Fee Schedule Amendment
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	See proposed fee schedule update.
APPLICANT:	City-initiated

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

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Staff recommends the Planning Commission recommend approval of this proposal to the City Council.

BACKGROUND:

This is a proposed update to the Eagle Mountain Consolidated Fee Schedule. Staff periodically reviews building permit fees, valuation tables, and related development fees to ensure they remain current, transparent, and sufficient to support the City's building and development services. The proposed amendments update Appendix B, Building Valuation Data Table. These valuation figures are used to calculate permit valuations and associated permit fees and help ensure consistency with accepted industry standards.

The proposal also includes targeted updates to the Building Department fee schedule. These revisions adjust certain permit, inspection, and plan review fees; clarify circumstances under which fees may be based on the City's actual cost of providing service; and provide additional guidance for specific processes such as temporary certificates of occupancy, data center permitting, and administrative review services. An update to central water fees for developments is also included.

Staff believes these amendments will improve clarity and better align fee revenues with the City's cost of service.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 6.16.26 central water redline
2. Appendix B redline 6.16.2026
3. Consolidated-Fee-Schedule-Building Amendments, 6.16.26, additional amendments, 6.4.26

10.7. | OTHER SUBDIVISION DEVELOPMENT FEES

Last Revision: ~~7/19/2022~~
6/16/2026

Inspection Fees, Based on Engineers' Estimate of Project Cost .....	.....
.....	3.2% of the First \$750,000 Estimate; 1% of the Estimate Amount Exceeding \$750,000
Subdivision Bond – Performance & Guaranty .....	.....110% of the Value, Plus 2-year Warranty
New Asphalt Seal Coat.....	.....\$0.206 per square foot
Streetlights.....	.....Actual Cost to the City
Central Water Project One-time Development Take Down Fee, as set by Central Utah Water Conservancy District Board of Trustees .....	.....
.....	.....\$13,580 <u>14,270</u> per Acre Foot, or Current Rate According to CWP Contract
Central Water Project Capital Amount for Capital Recovery Only (Net Present Value of Future Capital Components of Annual Fee)* .....	.....
.....	.....\$4,771 <u>7,166*</u> per Acre Foot, or Current Rate According to CWP Contract
Banked Water Transfer Fee.....	.....\$250

**As of July 20, 2022, this fee must be paid prior to plat recordation for all subdivisions utilizing Central Water Project Water.*

*pending additional fy2026-2027 reduction to \$6,919

APPENDIX B: BUILDING VALUATION DATA TABLE

Updated 12/3/2024 Updated 6/16/2026

Occupancy Group	ICC Construction Type								
Group (2024 International Building Code)	IA	18	IIA	118	IIIA	1118	IV	VA	VB
A-1 Assembly, theaters, with stage	<u>330.56</u> <u>357.33</u>	<u>318.80</u> <u>344.89</u>	<u>309.39</u> <u>333.96</u>	<u>297.20</u> <u>321.01</u>	<u>277.71</u> <u>300.49</u>	<u>269.67</u> <u>291.98</u>	<u>287.04</u> <u>280.47</u>	<u>258.79</u> <u>280.47</u>	<u>248.89</u> <u>269.61</u>
A-1 Assembly, theaters, without stage	<u>303.49</u> <u>328.57</u>	<u>291.73</u> <u>316.12</u>	<u>282.32</u> <u>305.20</u>	<u>270.13</u> <u>292.25</u>	<u>250.88</u> <u>271.49</u>	<u>242.84</u> <u>262.97</u>	<u>259.97</u> <u>281.27</u>	<u>231.96</u> <u>251.46</u>	<u>222.06</u> <u>240.61</u>
A-2 Assembly, nightclubs	<u>272.51</u> <u>277.44</u>	<u>264.43</u> <u>269.30</u>	<u>256.91</u> <u>260.84</u>	<u>248.19</u> <u>250.89</u>	<u>232.76</u> <u>234.99</u>	<u>226.12</u> <u>228.61</u>	<u>239.28</u> <u>242.28</u>	<u>211.57</u> <u>213.69</u>	<u>204.72</u> <u>205.58</u>
A-2 Assembly, restaurants, bars, banquet halls	<u>271.51</u> <u>276.44</u>	<u>263.43</u> <u>268.30</u>	<u>254.91</u> <u>258.84</u>	<u>247.19</u> <u>249.89</u>	<u>230.76</u> <u>232.99</u>	<u>225.12</u> <u>227.61</u>	<u>238.28</u> <u>241.28</u>	<u>209.57</u> <u>211.69</u>	<u>203.72</u> <u>204.58</u>
A-3 Assembly, churches	<u>308.01</u> <u>331.74</u>	<u>296.25</u> <u>319.29</u>	<u>286.84</u> <u>308.36</u>	<u>274.65</u> <u>295.42</u>	<u>255.52</u> <u>275.14</u>	<u>247.48</u> <u>266.62</u>	<u>264.49</u> <u>284.43</u>	<u>236.60</u> <u>255.12</u>	<u>226.71</u> <u>244.26</u>
A-3 Assembly, general, community halls,	<u>258.66</u> <u>276.12</u>	<u>246.90</u> <u>263.67</u>	<u>236.50</u> <u>251.75</u>	<u>225.30</u> <u>239.80</u>	<u>205.06</u> <u>218.28</u>	<u>198.01</u> <u>210.76</u>	<u>215.15</u> <u>228.82</u>	<u>186.13</u> <u>198.26</u>	<u>177.24</u> <u>188.40</u>
A-4 Assembly, arenas	<u>302.49</u> <u>327.57</u>	<u>290.73</u> <u>315.12</u>	<u>280.32</u> <u>303.20</u>	<u>269.13</u> <u>291.25</u>	<u>248.88</u> <u>269.49</u>	<u>241.84</u> <u>261.97</u>	<u>258.97</u> <u>280.27</u>	<u>229.96</u> <u>249.46</u>	<u>221.06</u> <u>239.61</u>
B Business	<u>289.51</u> <u>309.01</u>	<u>279.23</u> <u>297.89</u>	<u>269.21</u> <u>287.04</u>	<u>257.82</u> <u>274.77</u>	<u>235.42</u> <u>250.17</u>	<u>227.07</u> <u>241.34</u>	<u>247.91</u> <u>264.17</u>	<u>210.39</u> <u>223.59</u>	<u>200.78</u> <u>213.27</u>
E Educational	<u>276.33</u> <u>296.02</u>	<u>266.73</u> <u>285.47</u>	<u>258.30</u> <u>275.84</u>	<u>247.60</u> <u>264.24</u>	<u>231.08</u> <u>245.34</u>	<u>219.28</u> <u>232.84</u>	<u>239.09</u> <u>255.15</u>	<u>202.46</u> <u>214.74</u>	<u>195.97</u> <u>207.79</u>
F-1 Factory and industrial, moderate hazard	<u>160.20</u> <u>169.11</u>	<u>152.78</u> <u>160.95</u>	<u>143.34</u> <u>150.84</u>	<u>138.64</u> <u>145.13</u>	<u>123.55</u> <u>129.25</u>	<u>117.41</u> <u>122.95</u>	<u>132.48</u> <u>138.37</u>	<u>102.44</u> <u>107.18</u>	<u>95.93</u> <u>99.77</u>
F-2 Factory and industrial, low hazard	<u>159.20</u> <u>168.11</u>	<u>151.78</u> <u>159.95</u>	<u>143.34</u> <u>150.84</u>	<u>137.64</u> <u>144.13</u>	<u>123.55</u> <u>129.25</u>	<u>116.41</u> <u>121.95</u>	<u>131.48</u> <u>137.37</u>	<u>102.44</u> <u>107.18</u>	<u>94.93</u> <u>98.77</u>
H-1 High Hazard, explosives	<u>149.46</u> <u>157.75</u>	<u>142.04</u> <u>149.59</u>	<u>133.60</u> <u>140.48</u>	<u>127.90</u> <u>133.77</u>	<u>114.12</u> <u>119.20</u>	<u>106.97</u> <u>111.90</u>	<u>121.74</u> <u>127.00</u>	<u>93.00</u> <u>97.13</u>	<u>N.P.</u>
H234 High Hazard	<u>149.46</u> <u>157.75</u>	<u>142.04</u> <u>149.59</u>	<u>133.60</u> <u>140.48</u>	<u>127.90</u> <u>133.77</u>	<u>114.12</u> <u>119.20</u>	<u>106.97</u> <u>111.90</u>	<u>121.74</u> <u>127.00</u>	<u>93.00</u> <u>97.13</u>	<u>85.50</u> <u>88.73</u>
H-5 HPM	<u>289.51</u> <u>309.01</u>	<u>279.23</u> <u>297.89</u>	<u>269.21</u> <u>287.04</u>	<u>257.82</u> <u>274.77</u>	<u>235.42</u> <u>250.17</u>	<u>227.07</u> <u>241.34</u>	<u>247.91</u> <u>264.17</u>	<u>210.39</u> <u>223.59</u>	<u>200.78</u> <u>213.27</u>
1-1 Institutional, supervised environment	<u>262.22</u> <u>283.25</u>	<u>252.95</u> <u>273.10</u>	<u>244.31</u> <u>263.35</u>	<u>235.67</u> <u>253.39</u>	<u>215.42</u> <u>231.93</u>	<u>209.47</u> <u>225.70</u>	<u>235.71</u> <u>252.86</u>	<u>193.82</u> <u>208.88</u>	<u>187.73</u> <u>201.43</u>
1-2 Institutional, hospitals	<u>455.16</u> <u>485.04</u>	<u>444.88</u> <u>473.91</u>	<u>434.86</u> <u>463.07</u>	<u>423.47</u> <u>450.80</u>	<u>399.17</u> <u>425.24</u>	<u>N.P.</u>	<u>413.57</u> <u>440.20</u>	<u>374.14</u> <u>398.66</u>	<u>N.P.</u>
1-2 Institutional, nursing homes	<u>315.97</u> <u>334.61</u>	<u>303.75</u> <u>323.48</u>	<u>293.73</u> <u>312.64</u>	<u>282.34</u> <u>300.37</u>	<u>261.43</u> <u>277.75</u>	<u>N.P.</u>	<u>272.44</u> <u>289.77</u>	<u>236.40</u> <u>251.17</u>	<u>N.P.</u>
1-3 Institutional, restrained	<u>338.01</u> <u>325.77</u>	<u>327.73</u> <u>314.64</u>	<u>317.71</u> <u>303.80</u>	<u>306.32</u> <u>291.53</u>	<u>285.40</u> <u>269.89</u>	<u>276.05</u> <u>260.06</u>	<u>296.41</u> <u>280.93</u>	<u>260.38</u> <u>263.64</u>	<u>248.77</u> <u>230.99</u>
1-4 Institutional, day care facilities	<u>262.22</u> <u>283.25</u>	<u>252.95</u> <u>273.10</u>	<u>244.31</u> <u>263.35</u>	<u>235.67</u> <u>253.39</u>	<u>215.42</u> <u>231.93</u>	<u>209.47</u> <u>225.70</u>	<u>235.71</u> <u>252.86</u>	<u>193.82</u> <u>208.88</u>	<u>187.73</u> <u>201.43</u>
M Mercantile	<u>203.29</u> <u>207.08</u>	<u>195.21</u> <u>198.94</u>	<u>186.69</u> <u>189.48</u>	<u>178.98</u> <u>180.53</u>	<u>163.28</u> <u>164.30</u>	<u>157.64</u> <u>158.91</u>	<u>170.06</u> <u>171.92</u>	<u>142.09</u> <u>143.00</u>	<u>136.24</u> <u>135.89</u>
R-1 Residential, hotels	<u>264.67</u> <u>286.53</u>	<u>255.41</u> <u>276.38</u>	<u>246.77</u> <u>266.63</u>	<u>238.13</u> <u>256.68</u>	<u>218.35</u> <u>234.71</u>	<u>212.40</u> <u>228.48</u>	<u>238.17</u> <u>256.15</u>	<u>196.75</u> <u>211.66</u>	<u>190.67</u> <u>204.20</u>
R-2 Residential, multiple family	<u>221.32</u> <u>239.24</u>	<u>212.06</u> <u>229.09</u>	<u>203.42</u> <u>219.34</u>	<u>194.78</u> <u>209.38</u>	<u>175.96</u> <u>188.69</u>	<u>170.01</u> <u>182.45</u>	<u>194.82</u> <u>208.85</u>	<u>154.36</u> <u>165.63</u>	<u>148.28</u> <u>158.18</u>
R-3 Residential, one- and two-family	<u>209.61</u> <u>224.62</u>	<u>203.74</u> <u>218.65</u>	<u>198.94</u> <u>213.40</u>	<u>195.12</u> <u>208.84</u>	<u>188.41</u> <u>201.86</u>	<u>181.45</u> <u>194.67</u>	<u>191.77</u> <u>213.06</u>	<u>175.86</u> <u>187.70</u>	<u>165.67</u> <u>175.92</u>
R-4 Residential, care/assisted living facilities	<u>262.22</u> <u>283.25</u>	<u>252.95</u> <u>273.10</u>	<u>244.31</u> <u>263.35</u>	<u>235.67</u> <u>253.39</u>	<u>215.42</u> <u>231.93</u>	<u>209.47</u> <u>225.70</u>	<u>235.71</u> <u>252.86</u>	<u>193.82</u> <u>208.88</u>	<u>187.73</u> <u>201.43</u>

S-1 Storage, moderate hazard	<u>148.46</u>	<u>141.04</u>	<u>131.60</u>	<u>126.90</u>	<u>112.12</u>	<u>105.97</u>	<u>120.74</u>	<u>91.00</u>	<u>84.5087.</u>
	<u>156.75</u>	<u>148.59</u>	<u>138.48</u>	<u>132.77</u>	<u>117.20</u>	<u>110.90</u>	<u>126.00</u>	<u>95.13</u>	<u>87.73</u>
S-2 Storage, low hazard	<u>147.46</u>	<u>140.04</u>	<u>131.60</u>	<u>125.90</u>	<u>112.12</u>	<u>104.97</u>	<u>119.74</u>	<u>91.00</u>	<u>83.50</u>
	<u>155.75</u>	<u>147.59</u>	<u>138.48</u>	<u>131.77</u>	<u>117.20</u>	<u>109.90</u>	<u>125.00</u>	<u>95.13</u>	<u>86.73</u>
U Utility, miscellaneous	<u>114.09</u>	<u>107.37</u>	<u>99.89</u>	<u>95.60</u>	<u>85.13</u>	<u>79.54</u>	<u>90.99</u>	<u>67.39</u>	<u>64.19</u>
	<u>125.18</u>	<u>118.05</u>	<u>109.33</u>	<u>104.91</u>	<u>93.46</u>	<u>87.55</u>	<u>99.89</u>	<u>74.38</u>	<u>71.07</u>

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

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

13. BUILDING DEPARTMENT

13.1. | BUILDING PERMIT FEES
12/03/2024/16/2026

Last Revision:

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

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

**Building Permit Fee Schedule applies to total valuation, which is calculated using the Building Valuation Table, Appendix B.*

<u>Non-Valuation Based Permit – Water Heater.....</u>	<u>\$100</u>
<u>Non-Valuation Based Permit – HVAC.....</u>	<u>\$100</u>
<u>Non-Valuation Based Permit – Electrical Vehicle Charger.....</u>	<u>\$150</u>
<u>Non-Valuation Based Permit – Reroof.....</u>	<u>\$150</u>
<u>Non-Valuation Based Permit – Residential Demolition.....</u>	<u>\$250</u>
<u>Non-Valuation Based Permit – Helical Piers.....</u>	<u>\$250**</u>
<u>Non-Valuation Based Permit – Basement Finish.....</u>	<u>\$250</u>
<u>Non-Valuation Based Permit – Walkout Basement.....</u>	<u>\$250</u>
<u>Non-Valuation Based Permit – Solar.....</u>	<u>\$300</u>
<u>Non-Valuation Based Permit – Inspection Only.....</u>	<u>\$50 per Inspection</u>

**The fee for a Helical Pier permit shall be the lesser of \$250 or the fee calculated from the permit valuation.

13.2. | BUILDING INSPECTION FEES

Last Revision:

~~03/17/2015~~06/16/2026

Inspections outside of normal business hours (minimum charge of two hours)*
.....\$~~50.00~~100/hour

~~First~~ Reinspection Fee*\$~~50.00~~/trade

~~Fee For All Subsequent Reinspections*~~\$100/trade

Inspections for which No Fee is Specifically Indicated*\$~~50.00~~/hour

Use of Outside Consultants for Plan Checking, Inspections, or Both** Actual Cost to the City

**When deemed necessary by the Building Official, the fee shall be the greater of the listed fee or the jurisdiction's actual cost. Actual cost includes supervision, overhead, equipment, wages, and fringe benefits. Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.*

*** When deemed necessary by the Building Official, actual costs may be assessed and shall include administrative and overhead costs. Actual costs include administrative and overhead costs.*

13.3. | PLAN REVIEW FEES

Last Revision:

~~05/18/2021~~06/16/2026

Commercial Plan Review Fee 65% of the Permit Fee

~~Data Center Plan Review Fee (Identical Building)..... 50% of Original Plan Review Fee~~

~~Data Center Plan Review Fee (Fit-Out)..... 50% of Original Plan Review Fee**~~

Residential Plan Review Fee40% of the Permit Fee

~~Identical Residential Plan Review Fee (Card File).....30% of Original Plan Review Fee~~

~~Plan Review Fee for Registered Plans.....25% of the Permit Fee~~

Plan Review Fees for Re-checking ~~of~~ Plans\$~~50~~75/unit

Additional Plan Review Required by Changes, Additions, Revisions to Plan (minimum charge of ½ hour)*\$~~50~~75-00 ___ per hour

**Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees
Refunds for permits issued will be limited to 80% of the permit costs, no later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review Buildings of unusual design, excessive magnitude, or potentially hazardous exposures, may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in this subsection.*

**** The Building Official may adjust the valuation, as deemed necessary.**

13.4.—| OTHER BUILDING DEPARTMENT FEES

Last Revision: ~~10/15/2024~~

~~6/16/2026~~

Temporary Occupancy Fee (~~Residential~~).....\$100 + 120% of Value of Uncompleted Items*

~~Temporary Occupancy Fee (Commerical).....\$200 + 120% of Value of Uncompleted Items*~~

Temporary Occupancy Fee (Data Centers).....\$200 + 120% of Value of Uncompleted Items**

Board of Appeals (Current Building Code).....\$100.~~00~~

Temporary Power Inspection.....\$100.~~00~~

Contractor Infrastructure Protection Deposit
\$1,000 Cash Deposit for 1 Home, or \$5,000 Cash Deposit for more than 1 Concurrent Home
or Project
Owner Builder Infrastructure Protection Deposit*.....\$1,000 Cash Deposit
Sales Office ~~and~~, Construction Trailer, and Craft Tent*†‡.....\$200 + State Surcharge

*Temporary Certificates of Occupancy are valid for 30 calendar days and may be extended by the Building Official. The Building Official may assess a fee of \$100 per day for an expired Temporary Certificate of Occupancy when deemed as necessary to ensure compliance with applicable codes and permit requirements.

**For data centers, the Building Official shall establish a duration of a Temporary Certificate of Occupancy and any extensions thereto. Upon Expiration, the Building Official may assess a fee of \$500 Per day, as necessary to ensure compliance with applicable codes and permit requirements.

*Deposits will be held by the City for a total of 180 days.

†Fee may be increased for trailers over 400 square feet, as deemed necessary by the Building Official.

‡ Data center construction trailers and craft tents that remain in place for more than 180 days shall be subject to a permit fee based on total valuation, calculated in accordance with Appendix B. The Building Official may adjust the valuation, as deemed necessary.