EAGLE MOUNTAIN
CITY COUNCIL MEETING

**June 21, 2022, 4:00 PM**
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

**4:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS**

**1. CITY ADMINISTRATOR INFORMATION ITEMS**

This is an opportunity for the City Administrator to provide information to the City Council. These items are for information only and do not require action by the City Council.

1.A UPDATE - City Administrator Items

1.B DISCUSSION - Economic Development Master Plan

1.C DISCUSSION - Flex Homes

**2. AGENDA REVIEW**

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

**3. ADJOURN TO A CLOSED EXECUTIVE SESSION**

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

**7:00 P.M. POLICY SESSION - CITY COUNCIL CHAMBERS**

**4. CALL TO ORDER**

**5. PLEDGE OF ALLEGIANCE**

**6. INFORMATION ITEMS/UPCOMING EVENTS**

**7. PUBLIC COMMENTS**

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

**8. CITY COUNCIL/MAYOR'S ITEMS**

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

**9. RECOGNITION**

9.A Myron and Sandra Ring - 2022 Pony Express Days Grand Marshals

## 10. APPOINTMENTS

10.A Youth Council Advisors

1. Mary King - One-year Term through June 2023

2. Matt King - One-year Term through June 2023

## CONSENT AGENDA

## 11. AGREEMENTS

11.A Digital 311 Service Platform Agreement - Rock Solid Technologies, Inc.
Rock Solid Proposal
Rock Solid Agreement

## 12. BOND RELEASES

12.A Available Self Storage - Into Warranty
Bond Release Letter
Recorded Plat

12.B Brylee Farms Phase A, Plat 4 - Into Warranty
Bond Release Letter
Recorded Plat

12.C Eagle Heights Village Plat 2 - Into Warranty
Bond Release Letter
Recorded Plat

12.D Sage Park Phase A, Plat 6 - Into Warranty
Bond Release Letter
Recorded Plat

12.E Eagle Point Phase J, Plat 2 - Out of Warranty
Bond Release Letter
Recorded Plat

12.F Harmony Phase A, Plat 2 - Out of Warranty
Bond Release Letter
Recorded Plat

12.G SilverLake Plat 21 - Out of Warranty
Bond Release Letter

Recorded Plat

12.H SilverLake Plat 22 - Out of Warranty
Bond Release Letter
Recorded Plat

12.I SilverLake Plat 26 - Out of Warranty
Bond Release Letter
Recorded Plat

## 13. CHANGE ORDERS

13.A 2021 White Hills Well Upgrades Change Order #2 - Bowen Collins and Associates

## 14. MINUTES

14.A June 7, 2022 Minutes - Regular City Council Meeting
06.07.2022 City Council Minutes - DRAFT

## 15. RESOLUTIONS

15.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Name of Cedar View Lane.
RES--Approving the Name of Cedar View Lane
Cedar View Lane Vicinity Map

15.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Update to the Eagle Mountain Storm Water Management Program.
RES--Approving an Update to the Storm Water Management Program
Updated Eagle Mountain City Storm Water Management Program - Redlines

15.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Fee Waiver for the Sweetwater Fire Station and Fire Station 253 Impact Fees.
RES--Fee Waiver for Sweetwater Fire Station & Fire Station 253
Fire Station 253 Impact Fees
Sweetwater Fire Station Impact Fees

15.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Triumph Master Development Agreement.
RES--Triumph Master Development Agreement
Triumph MDA

## SCHEDULED ITEMS

## 16. ORDINANCES/PUBLIC HEARINGS

16.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Final Budget Amendments for Fiscal Year 2021-2022.

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the final budget amendment for Fiscal Year 2021-2022 and includes increases in the General, Enterprise, Capital Projects, Impact Fee, and Internal Services Funds.

ORD--FY 2022 Budget Amendment - Final
Final FY 2022 Budget Amendment

16.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2022-2023 Budget totaling $121,380,554 and the Certified Tax Rate.

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* State statute requires that the City Council hold a public hearing on the tentative budget and that the budget be adopted by June 30. The tentative budget was accepted by the City Council on May 3, 2022 and a public hearing was held on June 7, 2022. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2022-2023.

ORD--FY 2023 Budget and Certified Tax Rate Adoption
FY 2023 Proposed Tax Rate
FY 2023 Budget Changes Since Last Public Hearing
FY 2023 Budget Summary
FY 2023 Budget Detail by Fund

## 17. ORDINANCES

17.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains.

BACKGROUND: *(Presented by City Engineer Chris Trusty)* The proposed ordinance updates the City's construction standards found in Eagle Mountain Municipal Code Title 15 Buildings and Construction.

ORD--EMMC Title 15 Regarding Construction Standards
EMMC 15.10 Improvement and Design Standards - Redlines
EMMC 15.15 Inspection - Redlines
EMMC 15.50 Storm Drains - Redlines

17.B ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance.

BACKGROUND: *(Presented by City Attorney Jeremy Cook)* The proposed ordinance updates the City's storm water ordinance to clarify procedures and requirements for storm water management plans and long-term storm water management agreements.

ORD--EMMC 13.75 Storm Water
EMMC 13.75 Eagle Mountain Storm Water Ordinance - Redlines

17.C ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization.

BACKGROUND: *(Presented by City Attorney Jeremy Cook)* As requested by the City Council, the proposed ordinance changes the structure of the Planning Commission to include an alternate Planning Commissioner.

ORD--EMMC 17.15.030 Planning Commission Organization
EMMC 17.15.030 Planning Commission Organization - Redlines

**18. CITY COUNCIL/MAYOR'S BUSINESS**

This time is set aside for the City Council's and Mayor's comments on City business.

**19. CITY COUNCIL BOARD LIAISON REPORTS**

This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

**20. COMMUNICATION ITEMS**

20.A Fraud Risk Assessment

20.B Upcoming Planning Items
CI--Upcoming Agenda Items

**21. 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 accommodation for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.**

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 16th day of June, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

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|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |
| **TITLE:** | Digital 311 Service Platform Agreement - Rock Solid Technologies, Inc. |
| **ITEM TYPE:** | Agreement |
| **FISCAL IMPACT:** | $72,630.36 ($8,000 implementation cost plus $20,909.88 per year with 3% annual increases) |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|

**PUBLIC HEARING:**
No

**PREPARED BY:**
Tyler Maffitt, Admin

**PRESENTED BY:**
Tyler Maffitt

**RECOMMENDATION:**
Staff recommends the approval of this agreement with signature prior to the end of the fiscal year.

**BACKGROUND:**

Eagle Mountain City has an interest in prioritizing effective and efficient communication with residents. Given the projected growth of Eagle Mountain City and the community, implementing a scalable, software-based solution to manage resident questions, inquiries and emergencies while having an easy-to-use method of communication across departments to manage tickets, communicate in unison, increase accountability, and introduce analytics for better responsiveness is necessary.

After an involved review and analysis for solutions to these challenges, the Communications Department is proposing the purchase and implementation of Rock Solid's OneView software. This will significantly increase the power of the existing Resident Portal service, enhance City responsiveness by improving communication within Eagle Mountain City while integrating software already in use, and allow for improved decision-making for Administration and City Council for budgeting/communication with residents/accountability for staff.

This software is user-friendly, changes very little for the resident and,

by the City's own analysis, improves efficiency across the organization while preventing unnecessary hiring in future budget years.

Rock Solid has adapted pricing for their software to accommodate the size of Eagle Mountain City and has included pricing incentives if a contract for this software is signed prior to the end of the fiscal year.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
N/A

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**

Rock Solid Proposal
Rock Solid Agreement

EAGLE MOUNTAIN

*Date:* *April 6, 2022*

*To:* *Paul Jerome (City Administrator)*
*From:* *Tyler Maffitt (Communications Manager)*
*Subject:* *Citizen 311 Purchase and Implementation*

**Citizen 311 Purchase and Implementation**

As part of Eagle Mountain City's ongoing efforts to build services and implement solutions to better communicate with residents, the Communications Department is proposing an upgrade to the existing Resident Portal which will have broad organizational impact.

**Necessity of High-Quality Public Engagement**

Having multiple points of contact with the City is an important part of citizen engagement. Managing expectations and following through with issues is another matter. Implementing an effective software program can help the City better respond to resident needs. The right solution will help departments better coordinate without adding work and improve customer service by creating a versatile task management system and talking points that can be referenced for accuracy.

**Objective**

Find a better solution to multiple organizational challenges by managing resident-related and internal issues in a single location with accountability, transparency, follow-up, and easy data collection while improving communication with the public and elected representatives.

**Current Problem**

Eagle Mountain City is struggling with multiple challenges that have the same root cause: The City lacks a uniform workflow process to manage resident issues across the organization. This has led to inefficiencies throughout the City with respect to project management, time management among employees, workflow and responsiveness, interdepartmental communication, resident engagement, data collection, trust-building and accountability between staff and City Council, and transparency between City Council and residents.

It should be noted that Eagle Mountain City receives a substantial number of resident inquiries and requests over the course of the year, amounting to 30-40 inquiries per day (not including certain departments)

- Facebook and Instagram Messenger receive 400 inquiries annually
- Individual Facebook posts receive an average 5 questions per post or 6,240 per year
- The Front Desk and Eagle Mountain City Hall receives 1,500-3,100 resident phone calls annually
- The Resident Portal received 558 submissions in calendar 2021 and has received 484 YTD in calendar 2022

These figures do not include calls to individual City Council members or administrative assistants in the Recorder's Office or Parks and Streets. Further, Eagle Mountain City faces the challenge of routing residents to the correct department if they inquire in the wrong place.

Eagle Mountain City is currently without a robust system to manage all of these inquiries in an effective manner. This shortfall has led to many of the problems being experienced by representatives of the City at all levels and is desperately in need of a thoughtful solution that respects the City's desire to spend funds wisely on behalf of the residents of Eagle Mountain.

**Proposal**

Implement Rock Solid's One View software and citizen 311 service as an upgrade to the existing Resident Portal while streamlining the City's internal ticket management, communication, and data collection process.

**Strategic Plan Relevance**

The Communications Department has an interest in helping Eagle Mountain City achieve the goals and objectives included in the draft version of its Strategic Plan. This proposal is found to be in alignment with the following objectives.

Unique Reputational Evolution

Eagle Mountain is known and respected for its commitment toward and achievement in meeting the expectations of its residents through efforts to embrace its family-centric and pastoral heritage, developing highly responsive communication channels, and its contributions to the prosperity of the state.

Dynamic Service Enhancement

Eagle Mountain is a full-service community that delivers premium services and amenities to its residents while remaining fiscally prudent through attracting and retaining top talent, innovating throughout the organization to increase efficiency and improve resident experiences, and engaging in creative solutions

to provide new or expanded services or amenities.

**Product Analysis**

Currently, the Eagle Mountain City Resident Portal relies on JotForm to allow submissions and provide basic routing of information between residents and departments. To enhance the Resident Portal service, the Communications Department is looking for a full suite of solutions for Service Request Management, Knowledge Base for staff and elected representative talking points, and reminders for anything from City Events to Trash Day.

## Rock Solid OneView

Rock Solid's software solutions empower city and municipal leaders to digitally bridge the engagement gap between residents and their local government. With over 20 years of dedicated local government software innovation, we understand government operations and created a single digital space for local governments to easily translate their communities' needs into actionable insights and services. Today, hundreds of local governments across North America trust Rock Solid as their dedicated partner in engagement and operational efficiency.

Rock Solid is a company that we have found to offer a very robust solution regarding cross-platform government management. Their product OneView offers substantial value for residents, elected representatives, and City employees to track resident concerns and engage with top-of-the-line solutions.

*"Having the public visibility that we were lacking in our previous system has been really helpful. Citizens can see that requests are being handled through the city, being completed, and that the work's actually being done. That's really important."*

*TERI GERHARDTGIS, DIVISION MANAGER, CITY OF CUPERTINO, CA*

"The 311 app was very well received by executive leadership at the City. This helped to drive acceptance from division managers. It has now become a part of how we do business."

JUSTIN CURE, INFORMATION SERVICES MANAGER, CITY OF LONGVIEW

This Citizen Relationship Management (CRM) software will allow Eagle Mountain City to have a centralized hub for every touch point (Resident Portal, phone calls, social media, emails, in-person visits) of citizen engagement. OneView let's the City see how and why residents interact with their local government and offers solutions for individual case management. This software also offers workflow automation and allows Eagle Mountain City to integrate existing software for its implementation. The efficiency offered to Eagle Mountain City through this service provides accountability, transparency, and is anticipated to improve case resolution with fewer dropped issues.

OneView is compatible with desktop and mobile devices, provides implementation, training support and 24/7 customer service.

Cities across the United States that have implemented OneView have noticed significant changes in their responsiveness.

Cupertino, CA Creates Transparency Through Data With Rock Solid

Digital 311 Service Platform - Longview (rocksolid.com)

How Dublin, OH Tackles Coronavirus Citizen Communications with Mobile (rocksolid.com)

Service Request Management

Eagle Mountain City has found relative success given drastic organizational change managing resident issues through the existing Resident Portal. Currently, residents can submit code violations, report issues involving parks, streets, storm water, and other utility issues. Managed separately are issues and questions submitted through Facebook, Rumor Stop, department emails (info@emcity.org, events@emcity.org) and phone calls.

By implementing Rock Solid's OneView software, all of these avenues for citizen engagement can be put in one place, managed across departments with ease, intuitively placed in the proper channels, overseen by administration, and tracked over the course of years with easy access to analytics.

Knowledge Base

Currently, Eagle Mountain City relies on the hard work and experience of its frontline staff and department heads. Given employee turnover and questions directed to the incorrect department, managing messaging and communicating the correct process is a challenge. OneView solves this issue. By implementing this program's Knowledge Base service, front line staff, Administration and elected representatives can communicate in unison with a simple search.

Reminders

Eagle Mountain City relies heavily on social media and Everbridge to communicate important information to residents.

The OneView service can also communicate important dates to residents such as City Council reminders, trash day, City events, and emergency information. Further, this product would allow City staff to manage projects across departments with ease, providing deadlines, prioritizing projects, and allowing progress to be tracked for relevant individuals.

Customer Support

According to marketing materials provided by the company, Eagle Mountain City will have unlimited email and telephone support and a dedicated customer success manager. Eagle Mountain City has been assured that if service is interrupted, that support is available to the City on reasonable terms to resolve issues in real time.

**Benefits of Upgrading from JotForm to OneView**

If Rock Solid's OneView software is approved and implemented, improvements will be noticed in the following areas:

1) *Limit unnecessary hiring by improving communication efficiency* - The City continues to push forward with the hiring of new employees as the needs of the organization grow and change. Implementing software such as this can improve onboarding for new employees but can also save the City money in the long run by improving internal communication efficiency and limiting the hiring of unneeded staff. It can do this in two ways: by providing necessary data to make quality hiring decisions and by helping existing frontline staff; thereby mitigating the need for additional staff.

2) *Better manage tickets and prevent issues from falling through the cracks* - The City works through Teams, email, and in-person conversations to handle issues and follow-up on problems. As the needs of the organization grow, implementing a system with accountability and transparency will be critical to ensuring that problems receive the attention they deserve in a timely manner. This accountability process allows the City to track its workflow and allows transparency with the public and with elected representatives.

3) *Limit time spent by Administration and Department Heads following up on individual problems* - Side meetings can be limited to an extraordinary degree if most City issues are placed in a single

location for tracking. Instead of traveling to the office of the affected department head or employee for a quick conversation, progress can be tracked from a computer or mobile device..

4) *Reduced time spent in meetings* - Placing all departments on software that integrates their existing programs and providing information for frontline staff to distribute information accurately can reduce time spent communicating individually. Eagle Mountain City may also benefit from increased access to data with respect to community responsiveness.

5) *Residents should notice improved responsiveness through automated issue subscriptions* - Elected representatives can access data in a timely manner for more efficient decision-making. The City Council, if residents in their neighborhood will be primarily impacted, will have the ability to follow along with issues as they are completed and more effectively communicate with residents. This will allow elected representatives better responsiveness to residents if matters are handled through this software and allows the City to prove how responsive it is being to residents.

**Drawbacks of Upgrading from JotForm to OneView**

Eagle Mountain City should be mindful of several challenges should this software be purchased and implemented.

- There is an annual cost associated with this software and a years-long contract commitment
- There will be a months-long implementation and learning curve to establish its use
- Buy-in across departments may be problematic early on

Each of these drawbacks will need a plan prior to implementation to correct for any areas for concern.

**Competitor Analysis**

Eagle Mountain City's Communications Department felt it was prudent to compare competing software solutions to find the best pricing and value. Eagle Mountain City currently uses Accela across the planning, building, business licensing and neighborhood improvement departments. A comparison was conducted to assess viability of expanding Accela's product offering to the City.

## Accela CRM

Cities, counties and states across the globe rely on Accela government software to help them modernize operations, transform their ability to grow and better serve residents' needs.

Service Request Management

Accela's CRM product was quite similar to Rock Solid's OneView in its ability to manage service requests. This product, however, was found to be lacking in a few key areas. While the web-based product was efficient, an assessment concluded that the back-end management was not nearly as intuitive as Rock Solid's OneView.

Further, options such as including general department emails and allowing easy routing of phone call requests was not part of the software solution. This product allowed residents to track their service request online, but did not provide solutions for managing multiple requests of similar nature (i.e. an entire neighborhood reports the same issue at the same time).

Knowledge Base

Accela's CRM product did not include solutions for communicating efficiently across the organization. While a lower cost product may compensate for building it ourselves, having this feature built into the product like Rock Solid's OneView is a value-added solution to organizational communication issues.

Reminders

This product allows City employees to work to resolve issues at their own pace. In product demos, no software intelligence was featured that would have indicated the ability to efficiently manage issues to enforce accountability for resident issue submissions.

**Existing Software Audit**

To ensure high-quality decision-making, Eagle Mountain City's analyst conducted a review of the software already in use to ensure similar functionality did not already exist within the City's current capabilities.

Eagle Mountain City allocated $215,504 toward the acquisition of software in its FY 2022 budget. The products and services review are as follows:

| int. | $215,504.00 | $2 |
|---|---|---|
| | Amount | Description |
| 0 | $5,000.00 | Archive Social |
| 0 | $30,000.00 | iSolved Payroll System |
| 0 | $30,000.00 | Office365 |
| 0 | $4,800.00 | JotForm |
| 0 | $15,000.00 | Adobe |
| 0 | $14,000.00 | Granicus |
| 0 | $3,000.00 | Nimble storage support |
| 0 | $1,000.00 | CodeTwo |
| 0 | $51,704.00 | Accela |
| 0 | $5,000.00 | BlueBeam |
| 0 | $5,000.00 | Cloud file storage |
| 0 | $40,000.00 | Springbrook |
| 0 | $11,000.00 | Nearmap |

JotForm

Eagle Mountain is currently using JotForm to take resident service requests for a variety of issues. JotForm is a very versatile and customizable solution that has been used for several applications in the City. Currently, JotForm handles the basic needs for service request management through providing an interactive form that allows residents to select issue types, map the location of the issue, submit photos, and then route those issues to the appropriate department. Department Heads can communicate with submitters (that provide contact information) through email, and although currently not in use, JotForm has some limited ability to provide status updates to submitters through triggered email notifications.

JotForm is, at its core, a form builder tool. Although JotForm features have expanded and continue to grow, there are some limitations that restrict particularly task management and analytics. Submissions are limited to what comes through on the form. Staff could enter their own submissions while in the field, or on the phone with residents using the same tool as the residents. Once submissions are entered, they are preserved in a cloud-based spreadsheet that can only be viewed by using shared accounts. The submissions list can be modified to be viewed in a more task-based look and feel, and filters can create the simulated feel of task management (i.e. completed tasks no longer appear, etc.).

There is no ownership of tasks in the Report an Issue form. The tasks cannot be assigned to particular people, only accounts – of which we only have five To get additional accounts, we would be paying $59/month more per account. There is also no back-end ability to re-assign tasks, easily identify duplication of tasks, show any maps of where issues are being commonly reported, tracking of the time of completion, or any histories collected for submitters to see if an issue is a reoccurring issue. JotForm has the ability to provide notes on submissions, but this is currently not in use. Analytics are limited to form-based information, providing summaries of the types of submissions and which department is getting the most submissions. There is no time-series data showing how particular issues have increased or subsided over time, if average response times are up or down, or showing if there are common areas that are seeing more issues than others.

A final important note. Neighborhood Improvement previously used JotForm for the reporting of code violations, and while that worked for some time, they opted to transition to iWorq instead given improved tools and functionality specific to their type of work. They will likely transition to Accela in the future given no other option.

ESRI

ESRI services including ArcMap and other GIS tools are very versatile and used by many government software developers. ESRI has built in some limited ability to taken in information submitted by the public, but generally these capabilities are limited. Typically, ESRI instead partners with other companies and integrates their tools into other products. Attempting to use ESRI as a standalone solution would be challenging and require a major investment in time from our GIS team, time that they do not have to give.

Springbrook

The Springbrook software does not currently have a comparable product to Rock Solid or Accela.

Granicus

Although we currently use Granicus for agenda management and meeting recordings, we do not have access to their govService tool which would be the closest comparison. This would come at an added cost and my knowledge of the service is that it is limited to a basic 311-type service, similar to products examined in the past like SeeClickFix.

Other Tools

Eagle Mountain City is not aware of any other tools currently in use by Eagle Mountain City staff that would have comparable or adequate functionality to address the needs being discussed. Any other software products that we use would likely require more manual management that would result in less value than what JotForm currently provides.

**Integrations**

Due to the complexity of Eagle Mountain City as an organization, it was important during this research and analysis process to ensure that any software acquired by the City work seamlessly with software currently being used by other departments.

Rock Solid offers integrations. While Eagle Mountain City's Community Development, Neighborhood Improvement, and Building departments are using Accela's products, this is not considered a limiting

factor in the implementation of OneView. Contract terms indicate Eagle Mountain City would be afforded two software integrations (one of which could be Accela products) and the other saved for future growth in Eagle Mountain.

**Software Security**

Rock Solid provided documentation to speak to the efficacy of their product and information security. Included in that documentation is information related to their datacenter storage and location, data encryption, protection again possible cyberattacks, malware/virus protection, backups and uptime commitments.

For more involved information and analysis, please request Rock Solid Security Documentation Q2 2022 from the Communications Department.

**Financial Analysis and Pricing**

Eagle Mountain City stands to gain efficiency and allocate dollars in future budget years more efficiently as a result of implementing this software.

Analysis

In Fiscal Year 2022, Eagle Mountain City employed 97 FTEs, comprising an $8.6 million expenditure. If employees across the organization spend as little as 5% (30 minutes) of a 10-hour work day following up with others for information on resident issues, it represents an inefficiency costing the City more than $430,000/year. By implementing a software-based solution, the City can more efficiently allocate hours throughout the day and potentially save on the need for an additional 4-5 employees in future years.

Equally important is the software expenditure per employee. In Fiscal Year 2022, Eagle Mountain City spent an average of $2,221 per employee per year. Assuming Rock Solid's OneView software is approved and all current FTE budget requests for FY 2023 are approved, software expenditure is reduced to an average of $2,116 per employee per year. This represents that software-based solutions are becoming more efficient over time for Eagle Mountain City.

Product Pricing Comparison

| Company | Product | Implementation Cost | Annual Cost | Term |
|---|---|---|---|---|
| Rock Solid | One View | 9,275 | $20,909.88 | TBD |

| | | | | |
|---|---|---|---|---|
| Accela | Customer Management Software | $10,000 | $11,000 + fees | TBD |
| SeeClickFix | CRM 311 Request | TBD | $16,000 | TBD |

**Note: Rock Solid OneView contracts with a 5% annualized cost increase.*
**SeeClickFix was reviewed several years ago with pricing adapted for a smaller population.*

**Fiscal Year 2022/23 Budgets**

Eagle Mountain City's Communications Department will pursue a budget amendment prior to the end of FY 2022 to put the purchase of this software under contact with incentives being offered by the company for doing so. This budget amendment will be considered at one of the June City Council meetings. Plans for maintaining this software under the terms of the contract will need to be made for Fiscal Year 2023 as well.

**Department Head Feedback**

Department heads within Eagle Mountain City were included at various points in the research and analysis process. A qualitative assessment was conducted to receive feedback from those department heads that may be primarily affected by a switch to a more full-service 311 service. Current City data from the existing JotForm concludes that Streets, Parks, Communications and Administrative Services would be most impacted.

Zac Hilton, Streets Manager – *I'm intrigued by Rock Solid's OneView software and believe my department could benefit from its use.*

Finn Kofoed, City Recorder/Administrative Services Director - *Based on the presentation, the proposal would help streamline the process for engaging and tracking interactions and help to minimize repetitive tasks throughout the various departments within the City. In my opinion, the key to its success is the buy-in from all departments to use the program.*

Tyler Maffitt, Communications Manager – *OneView is a game-changer for Eagle Mountain City. This solves or makes significant progress in some of the struggles currently being experienced within departments. I've been pleased with the customer support and am confident this product will provide substantially more value than the price being paid.*

Evan Berrett, City Analyst/Assistant to the City Administrator - *Such a solution is commonly found among cities our size and larger due to the sheer number of requests that can come through several*

*methods. The Rock Solid tool, in particular, appeared easy to use and in my opinion do what we wish our low-budget Jotform solution could do. Council and residents have high expectations of responsiveness from a modern city, and the tools and resources contained within something like this would aid us in gathering new information about the strain on our staff. In the past, we had looked at tools such as See-Click-Fix and hesitated due to the cost outweighing the potential benefits. The tools examined in this proposal provide more value than previously examined tools and would not require much more training or setup.*

**Legal Review**

Eagle Mountain City has asked for guidance from the City Attorney that cover several areas of the agreement proposal from Rock Solid. A review and negotiation process was conducted over the course of two weeks. City Council will be presented with the final agreement prior to approval with favorable terms.

**Implementation Timeline & Approval Process**

A smooth implementation and training process was important in the search for software that can satisfy the needs of residents while allowing for employee turnover and training, tight work schedules and deadlines, and that is easy to implement across the organization without a tedious project for installation and implementation.

Difficulty with software implementation has been experienced in the recent past and will be incorporated into future plans for RockSolid OneView setup and training.

Rock Solid has communicated a general timeline for implementation and the resources needed for project success. Their representatives have also advised to appoint a project lead to oversee the implementation, scheduling and follow-up with various departments across the organization to ensure proper oversight and accountability of project completion.

**Step 1**: Asset gathering requires for application development
**Step 2**: Implementation and integration (can kick off concurrent to Phase 1)
**Step 3**: Launch to department heads and customer employees
**Step 4**: Launch to community

| | Deliverable/Milestone | Responsible By | Timeline |
|---|---|---|---|
| 1 | Kickoff Meeting | Provider | 10 Business days |

| | | | |
|---|---|---|---|
| 2 | Graphic Assets | Subscriber | 30 Business Days |
| 3 | Copy/Text Assets | Subscriber | 30 Business Days |
| 4 | Console Users List with Security Role | Subscriber | 30 Business Days |
| 5 | Service Request Types List | Subscriber | 30 Business Days |
| 6 | Workflow Rules | Subscriber | 30 Business Days |
| 7 | GIS Boundaries as Shape Files | Subscriber | 30 Business Days |
| 8 | iOS App Submitted to Apple | Provider | 30 Calendar Days [A] |
| 9 | Android App Submitted to Google | Provider | 30 Calendar Days [A] |
| 10 | HTML5 App Deployed | Provider | 30 Calendar Days [A] |
| 11 | Administrative Console Access | Provider | 30 Calendar Days [B] |
| 12 | Four (4) Basic Training Sessions Completed | Provider | 30 Calendar Days [B] |
| 13 | One Train the Trainer Session Completed | Provider | 30 Calendar Days [B] |
| 14 | Internal testing | Subscriber | 14 Calendar Days |

[A] Deliverables that are dependent on deliverables #2 & 3.
[B] Deliverable dependent on deliverable #3, 4, 5, 6, & 7.
[C] Deliverable dependent on deliverable #8.

**Conclusion and Recommendation**

Researching this product has been an involved process. After many meetings, months of research, communication with key department heads and a constant search for possible problem areas, the Communications Department can say with confidence that Rock Solid's OneView service is an excellent choice that provides solutions to many organizational challenges.

The City Council is asked to approve product purchase, the Mayor is asked to sign the agreement prior to the end of the fiscal year, and City Council is asked to direct City staff to implement this product in a timely and efficient manner.

# EAGLE MOUNTAIN CITY
# CONTRACT FOR SERVICES

***This contract and all attachments are public record.***

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

Rock Solid Technology, Inc.
Name

912 S Capital of Texas Hwy
Address

Austin, TX 78746
City, State ZIP

**LEGAL STATUS OF CONTRACTOR**

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

Contact Name: Rock Solid Accounting

Phone Number: 787.620.5595

Email: accounting@rocksolid.com

Vendor Number: 6022397

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

3. **CONTRACT PERIOD**:

**Effective Date**: 06.08.2022

**Project Completion Deadline** (Contractor will complete the Scope of Work on or before): 09.28.2022

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 06.27.2025

**Renewal Options** (if applicable): Annual renewals possible

**Eagle Mountain City Project Manager Signature:** _____

4. **CONTRACT COSTS**: See Cost Schedule (Attachment B).
   a. Total Contract Cost: $72,630.36
   b. Is this project a budgeted project: ○ Yes ◉ No
   c. Is this a fixed-price contract: ◉ Yes ○ No

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

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

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

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

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

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

Dated this _____ day of _____ , 20_____ .

**EAGLE MOUNTAIN CITY**

_____

Signature

Print Name: _____

Title: _____

ATTEST:

_____

Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM

_____

Jeremy R. Cook
City Attorney

Dated this _____ day of _____ , 20_____ .

**CONTRACTOR**

_____

Signature

Print Name: _____

Title: _____

## ATTACHMENT A:

## STANDARD TERMS AND CONDITIONS FOR SERVICES

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

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

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
   1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   3. Consultant's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant furtherwarrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

17. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i)return the Services for a full refund; or (ii) require Consultant to promptly correct or reperform the nonconformingServices subject to the terms of this Contract. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals; such determination could not have been made within the original 30 days; and Eagle Mountain notifies Consultant of the defective services within 30 days.
18. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain.
19. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
20. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
21. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
22. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
23. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
24. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
25. **CONSTRUCTION RETENTION**: If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
26. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default

remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultantfrom receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.

27. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.

28. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

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

    Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

29. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.

30. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**: Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.

31. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

32. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC**.: Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.

33. **DESIGN/CONSTRUCTION**: Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and otherservices.

34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

35. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

36. **PROCUREMENT ETHICS**: Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given fortheir own use or for the use or benefit of any other person or organization.

37. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in

the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

38. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
39. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
40. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
41. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

# ATTACHMENT B:

# SCOPE OF WORK/COST SCHEDULE

## ROCK SOLID TECHNOLOGY, INC. ORDER FORM

| | | | |
|---|---|---|---|
| | | **Term Start Date:** | Effective Date |
| **Dollar Values:** | All quoted in USD | **Term:** | 3 Years |
| **Payment Terms:** | Net 30 Days | **Annual Increase:** | 3% |
| **Billing Cycle:** | Annual in advance | **Automatic Renewal:** | Yes, annual terms |

| SOFTWARE FEES | | | | |
|---|---|---|---|---|
| **Technology Fees** | **Quantity** | **Unit Price Per Month** | **Cost per Month** | **Total Cost per Year** |
| OneView Platform: Enterprise | 1 | $1,500.00 | $1,500.00 | $18,000.00 |
| Messaging Module | 1 | $175.83 | $175.83 | $2,109.96 |
| Knowledge Module | 1 | $66.67 | $66.66 | $799.92 |
| | | **Total Annual SaaS Fees:** | | **$20,909.88** |

| IMPLEMENTATION SERVICE FEES (One-time Fees) | | | |
|---|---|---|---|
| **ITEM** | **Quantity** | **Unit Price Per Quantity** | **Total Cost** |
| OneView Platform: Enterprise | 1 | $3,500.00 | $3,500.00 |
| Messaging Module | 1 | $2,500.00 | $2,500.00 |
| Knowledge Module | 1 | $1,275.00 | $1,275.00 |
| SMS Text Messages –$2,000 per 100,000 segments* | 4 | $2,000.00 | $8,000.00 |
| One-time discount if this Agreement is executed on or before June 30, 2022 | 1 | ($7,275.00) | ($7,275.00) |
| | | **Total One-Time Fees:** | **$8,000.00** |
| *All Implementation Service Fees above are a fixed-fee amounts. Quantities are only estimates of the amount of work to be performed.* | | | |

*SMS segments are available for use as long as Subscriber has not terminated all Products or consumed all segments.

**TERMS AND CONDITIONS**

1. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Rock Solid Technology, Inc. ("Company") the Products and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable, except as otherwise outlined in Section 5 of Agreement. Customer may not cancel any portion of this Order Form during the Initial Subscription Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.
2. This Order Form is incorporated into the Master Customer Agreement dated between the parties (the "Agreement"). The Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement relating to the products and services under this Order Form. Company objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Agreement, the Agreement shall prevail.
3. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) (**"Endpoints"**). The Endpoints must be standard, based on an official software release by the third-party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.
4. Any and all custom software development performed by Provider not included in the fees above are billed at current hourly rates and subject to an agreed upon statement of work.

# ATTACHMENT C:

# INSURANCE

# ATTACHMENT D:

# MASTER CUSTOMER AGREEMENT

**MASTER CUSTOMER AGREEMENT**

This Master Customer Agreement (this "**Agreement**") is made and entered into between Rock Solid Technology, Inc. ("**Company**") and City of Eagle Mountain, Utah ("Customer") and is effective as of June 28, 2022 ("Effective Date"). Each of Company and Customer is a "**Party**" and together, the "**Parties**."

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

**DEFINITIONS**

"Addendum" means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"APIs" means the application programming interface provided by Company.

"Authorized Users" means employees, contractors, and agents of Customer who are registered by Customer to use the Products

"Customer Data" means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer's use of a Product or receipt of Professional Services

"Deliverables" means any work product or other materials created by Company in connection with its performance of Professional Services

"Documentation" means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

"Hosted Services" means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

"Order Form" means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

"Product" means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

**PRODUCT RIGHTS AND RESTRICTIONS**

Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an **Order Form**.

Licenses

*Hosted Services*. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

*API*. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

*Software*. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

*Geographical Files*. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: 5. rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; 6. use a Product to provide services to third parties (e.g., as a service bureau); 7. use a Product for any benchmarking activity or in connection with the development of a competitive product; 8. circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; 9. modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); 10. use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or 11. use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. The capabilities of any included integration with Third-Party Products is outlined in Addendum A, Integration Feature Matrix. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products.

Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

**PROFESSIONAL SERVICES**

Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

Personnel

*Suitability*. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

*Customer Responsibilities*. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by

Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

*Non-solicitation*. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

**FEES AND PAYMENT**

Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

**TERM AND TERMINATION**

Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

**CONFIDENTIALITY**

Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

**WARRANTIES AND DISCLAIMER**

Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow

Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

Mutual Warranties. Each Party represents and warrants to the other that: 12. this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and 13. it shall comply with all applicable laws. .

Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

**INDEMNIFICATION**

Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following 14. use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; 15. the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; 16. use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or 17. any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

**LIMITATIONS OF LIABILITY**

Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

**GENERAL**

Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either

Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Customer agrees to use its reasonable, good faith efforts to promote the Product, which includes without limitation (a) posting a link on Customer's main website page to download of the Product, (b) emailing or otherwise notifying the residents in the geographical area of the availability of the Product and associated services, and (c) contacting local news and media outlets about the availability of the Product and associated services.

Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

| **Company** | **Customer** |
| --- | --- |
| | |
| Executed by | Executed by |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| | |
| Signature: | Signature: |

AD**DENDUM A**

**Integration Feature Matrix Integration Feature Matrix**

**Last Updated:** February 2, 2021

The following outlines the direction of data flow to and from Software and Third-Party Product.

**Objects Created in Software**

**Service Request** ("SR") – When an SR is created in Software, a new SR is created in the Third-Party System.

**Comment** – When a comment is created in Software on an SR, a comment is created in the Third-Party System and associated with the corresponding SR.

**Contact** – When a contact is created in Software during the creation of an SR, a contact is created in the Third-Party System and associated with the corresponding SR.

**Attachment** – When an attachment is created in Software on an SR, an attachment is created in the Third-Party Product and associated with the corresponding SR.

| Third-Party Product | SR | Comment | Contact | Attachment |
|---|---|---|---|---|
| Cartegraph | Yes | Yes | Yes | Yes |
| Cityworks 2015 | Yes | Yes | Yes | Yes |
| Cityworks 15.1+ | Yes | Yes | Yes | Yes |
| Lucity | Yes | Yes | Yes | Yes |
| Accela | Yes | No | Yes | Yes |
| Hansen REST | Yes | Yes | Yes | Yes |
| Sungard Fusion | Yes | Yes | Yes | Yes |
| Salesforce | Yes | Yes | Yes | Yes |
| Dynamics 365 | Yes | Yes | Yes | Yes |

**Objects Created in Third-Party Product**

**Service Request** – When an SR is created in the Third-Party Product, a new SR is created in Software.

**Comment**[1] – When a comment is created and added to an SR in the Third-Party Product, a comment is created for the corresponding SR in Software. If the comment is marked as public in the Third-Party Product, that comment will be marked public. If the comment is marked as private, the comment will be created as a Private Note.

**Contact** – When a contact is created for an SR in the Third-Party Product, a contact is created in Software and associated with the corresponding SR.

**Attachment** – When an attachment is created and added to an SR in the Third-Party Product, an attachment is created in Software and associated with the corresponding SR.

| Third-Party Product | SR | Comment | Contact | Attachment |
|---|---|---|---|---|
| Cartegraph | Yes | Yes | N/A | Yes |
| Cityworks 2015 | Yes | Yes | N/A | Yes |
| Cityworks 15.1+ | Yes | Yes | N/A | Yes |
| Lucity | No | Yes | N/A | No |

[1] Changes for this object/property are polled every three hours beginning at either 12AM PST or 1AM PDT.

| | | | | |
|---|---|---|---|---|
| Accela | No | No | Yes | No |
| Hansen REST | No | Yes | Yes | No |
| Sungard Fusion | No | Yes | N/A | No |
| Salesforce | No | Yes | Yes | No |
| Dynamics 365 | No | Yes | Yes | No |

**Objects Updated in Software**

**Service Request** – When an SR is updated in Software, no action is taken in the Third-Party Product.

**Comment** – When a comment is updated in Software, no action is taken in the Third-Party Product.

**Contact** – When a contact is updated in Software, no action is taken in the Third-Party Product.

**Attachment** – When an attachment is updated in Software, no action is taken in the Third-Party Product.

**Objects Updated in Third-Party Product**

**SR (Status Only)**[1] – When an SR's status is updated in the Third-Party Product, the corresponding SR's status is updated in Software. Once a status has been marked "closed", Software will stop polling the Third-Party Product for changes.

**Comment** – When a comment is updated in the Third-Party Product, no action is taken in Software.

**Contact** – When a contact is updated in the Third-Party Product, no action is taken in Software.

**Attachment** – When an attachment is updated in the Third-Party Product, no action is taken in Software.

| Integration | SR Status | Comment | Contact | Attachment |
|---|---|---|---|---|
| Cartegraph | Yes | No | N/A | No |
| Cityworks 2015 | Yes | No | N/A | No |
| Cityworks 15.1+ | Yes | No | N/A | No |
| Lucity | Yes | No | N/A | No |
| Accela | Yes | No | No | No |
| Hansen REST | Yes | No | No | No |
| Sungard Fusion | Yes | No | N/A | No |
| Salesforce | Yes | No | No | No |
| Dynamics 365 | Yes | No | No | No |

**Special Operations**

**Address Lookup** – During the creation of an SR in the Third-Party Product, an address is queried in the Third-Party Product based on the SR's X/Y coordinates. If a result is found, that address' unique ID is the associated to the SR prior to inserting the SR into the Third-Party Product.

| **Third-Party Product** | **Address** |
|---|---|
| Cityworks 2015 | N/A |
| Cityworks 15.1+ | N/A |
| Lucity | N/A |
| Accela | Yes |

| | |
|---|---|
| Hansen REST | N/A |
| Sungard Fusion | Yes |
| Salesforce | N/A |
| Dynamics 365 | N/A |

The above information is subject to change. In addition, Company is not responsible for changes made by Third-Party Product nor alternations made by Customer or affiliates to Third-Party Product configuration.

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

Thursday, June 16, 2022

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

SUBJECT: **Available Self Storage into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

**BOND RELEASE REQUEST LETTER**
**Available Self Storage Bond**

**Engineering Division**
**2545 North Pony Express Parkway**
**Eagle Mountain City, Utah 84005**
**(801) 789-6671**

| ***1st release Bond Release*** | | |
|---|---|---|
| Original Bond Amount: | $ | 127,237.94 |
| Previous Release Amount: | $ | - |
| Amount to Release this Period: | $ | 115,670.85 |
| Amount Remaining in Bond : | $ | 11,567.09 |

| Bond Releases Summary | | |
|---|---|---|
| #1 | $ | 115,670.85 |
| #2 | $ | - |
| #3 | $ | - |
| #4 | $ | - |
| TOTAL | $ | 115,670.85 |

6/16/2022

| | | | | | | QUANTITIES COMPLETED | | | MONIES RELEASED | |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL | Previous Period | This Period | % to date | This Period | To Date |
| 1 | **ROADWAY IMPROVEMENTS** | | | | | | | | | |
| a | Traffic control | 1 | LS | $2,000.00 | $2,000.00 | 0 | 1 | 100% | $2,000.00 | $2,000.00 |
| b | Saw cut asphalt | 484 | LF | $2.00 | $968.00 | 0 | 484 | 100% | $968.00 | $968.00 |
| c | Curb & gutter prep. | 484 | LF | $5.00 | $2,420.00 | 0 | 484 | 100% | $2,420.00 | $2,420.00 |
| d | 12" subgrade prep. | 1 | LS | $15,488.00 | $15,488.00 | 0 | 1 | 100% | $15,488.00 | $15,488.00 |
| e | Sidewalk prep. | 3872 | SF | $0.50 | $1,936.00 | 0 | 3872 | 100% | $1,936.00 | $1,936.00 |
| f | 30" concrete curb & gutter | 484 | LF | $25.00 | $12,100.00 | 0 | 484 | 100% | $12,100.00 | $12,100.00 |
| g | 6" sidewalk | 3637 | SF | $5.65 | $20,549.05 | 0 | 3637 | 100% | $20,549.05 | $20,549.05 |
| h | 8" drive approach | 450 | SF | $6.90 | $3,105.00 | 0 | 450 | 100% | $3,105.00 | $3,105.00 |
| i | 6" road base | 15488 | SF | $0.50 | $7,744.00 | 0 | 15488 | 100% | $7,744.00 | $7,744.00 |
| j | 3" asphalt | 15488 | SF | $1.60 | $24,780.80 | 0 | 15488 | 100% | $24,780.80 | $24,780.80 |
| k | 4" sewer lateral | 1 | LS | $9,000.00 | $9,000.00 | 0 | 1 | 100% | $9,000.00 | $9,000.00 |
| l | Connect to existing water main | 1 | LS | $5,500.00 | $5,500.00 | 0 | 1 | 100% | $5,500.00 | $5,500.00 |
| m | 8" PVC water line | 90 | LF | $32.00 | $2,880.00 | 0 | 90 | 100% | $2,880.00 | $2,880.00 |
| n | 1" water service | 1 | LS | $6,200.00 | $6,200.00 | 0 | 1 | 100% | $6,200.00 | $6,200.00 |
| o | Construction staking | 1 | LS | $1,000.00 | $1,000.00 | 0 | 1 | 100% | $1,000.00 | $1,000.00 |
| | **TOTAL CONSTRUCTION COST** | | | | **$115,670.85** | | | | | |
| | 10% Bond Coverage | | | | $11,567.09 | | | | | |
| | | | | | | Released this Period | | | $115,670.85 | |
| | **TOTAL BOND AMOUNT:** | | | | **$127,237.94** | | | | | |

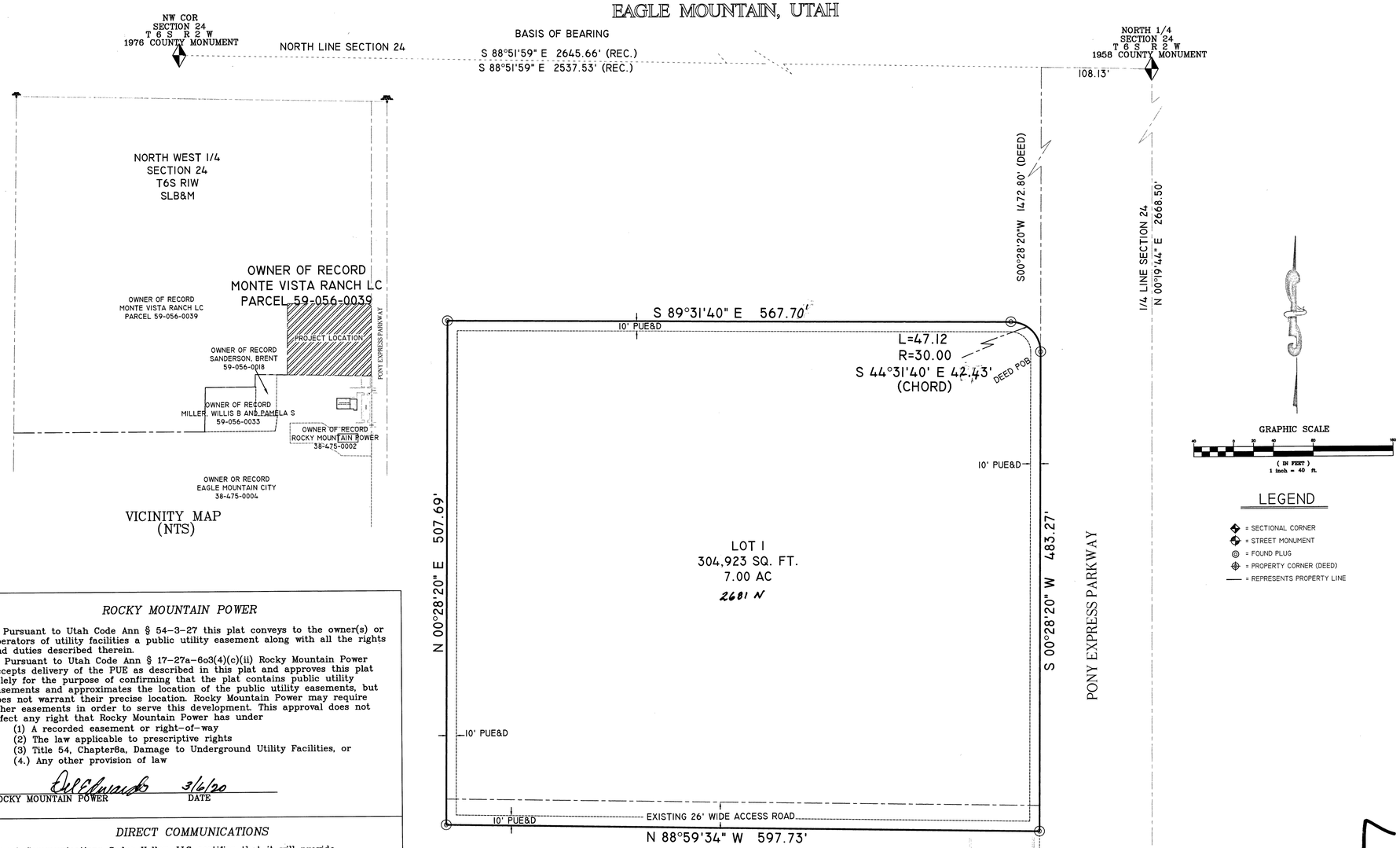
**Christopher T. Trusty P.E.**
**Eagle Mountain City Engineer**

6/16/22
Date

**Robert Ballif**
**Engineering Tech. 1**

6/16/22
Date

# AVAILABLE SELF STORAGE
# A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN EAGLE MOUNTAIN, UTAH




## LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND PLUG
- = PROPERTY CORNER (DEED)
- = REPRESENTS PROPERTY LINE

## SURVEYOR'S CERTIFICATE

I RICHARD K JOHANSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATED NO. 152956 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD K. JOHANSON PLS 152956

DATE: MARCH 4 , 2020

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH. RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, AND MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 88°51'59" EAST 2537.53 FEET AND SOUTH 00°28'20" WEST 1472.80 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°28'20" WEST 483.27 FEET; THENCE NORTH 88°59'34" WEST 597.73 FEET; THENCE NORTH 00°28'20" EAST 507.69 FEET; THENCE SOUTH 89°31'40" EAST 567.7 (567.71 ACT) FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°31'40" EAST 42.43, RADIUS 30 FEET) TO THE POINT OF BEGINNING.
CONTAINS 7.0 AC IN ONE LOT

## OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNER OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCIRBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC, OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH. TOGHER WITH ALL IMPROVEMENTS REQUIRED BY THE BEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER (S) Available Self Storage Boat and RV, LLC, by managing member

PRINTED NAME OF OWNER Dustin Aldridge 3/5/2020

AUTHORIZED SIGNATURE(S)

STATE OF UTAH } S.S.
COUNTY OF UTAH

### ACKNOWLEDGEMENT

ON THE 5 DAY OF March A.D. 20 PERSONALLY APPEARED BEFORE ME THE SIGNER OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT HE DID EXECUTE THE SAME.

MY COMMISSION EXPIRES February 28, 2021

Lori Lenhart
NOTARY PUBLIC
(SEE SEAL BELOW)

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN, UTAH COUNTY ACCEPTS THIS PLAT FOR RECORDATION. THIS PLAT IS OFFERED FOR FILING AND RECORDING PURSUANT TO SECTION 8-3-1 UTAH CODE ANNOTATED 1953.
ALL SECTIONS FOR BURIAL LOTS SHOWN HEREON ARE HELD FOR DISPOSAL BY EAGLE MOUNTAIN CITY.
APPROVED THIS 18 DAY OF March A.D. 2021

MAYOR (SEE SEAL BELOW)

CLERK, RECORDER (SEE SEAL BELOW)

## CITY ENGINEER APPROVAL

APPROVED THIS 25 DAY OF March, A.D. 2020, BY THE CITY ENGINEER FOR EAGLE MOUNTAIN CITY.

CITY ENGINEER

ENT 34119:2021 Map # 17557
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Feb 23 3:31 pm FEE 52.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

## CITY ATTORNEY APPROVAL

APPROVED THIS 19 DAY OF March, A.D. 2020 BY THE CITY ATTORNEY FOR EAGLE MOUNTAIN CITY

CITY ATTORNEY

17557

## ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-6o3(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter8a, Damage to Underground Utility Facilities, or
   (4.) Any other provision of law

ROCKY MOUNTAIN POWER 3/6/20 DATE

## DIRECT COMMUNICATIONS

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

Marina Tilford 3/6/2020
DIRECT COMMUNICATIONS DATE

## DOMINION ENERGY APPROVAL

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DONES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAY OR EQUITY. THIS APPROVAL DONES NOT CONSTITUED ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DONINION ENERGY RIGHT-OF-WAY DEPARTMENT AT 1-800-366-6532.

DOMINION ENERGY DATE: 3-5-20


PROPERTY DESIGN LLC.
"LAND CONSULTANTS"
P.O. BOX 701168
SALT LAKE CITY UT 84170
(801) 955-6339
(801) 495-2541
(PROPERTYDESIGNLLC@GMAIL.COM)


AVAILABLE SELF STORAGE
A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN EAGLE MOUNTAIN, UTAH

| SURVEYOR SEAL | NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CLERK-RECORDER SEAL |
|---|---|---|---|
| STATE OF UTAH RICHARD K. JOHANSON No. 152956 PROFESSIONAL LAND SURVEYOR | | LICENSED PROFESSIONAL ENGINEER No. 260052 CHRISTOPHER TODD TRUSTY 3-24-20 STATE OF UTAH | CORPORATE SEAL EAGLE MOUNTAIN EST 1996 STATE OF UTAH |

Sec. 24, T6S, R2W Pc
Ta 038

EAGLE MOUNTAIN

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

Tuesday, June 14, 2022

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

SUBJECT: **Brylee Farms phase "A" plat 4 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

**BOND RELEASE REQUEST LETTER**
**Brylee Farms ph "A" plat 4 Bond**
**Reduced**

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

| *2nd Bond Release* | | |
|---|---|---|
| Original Bond Amount: | $ | 497,850.02 |
| Previous Release Amount: | $ | 393,209.08 |
| Amount to Release this Period: | $ | 1,591.80 |
| Amount Remaining in Bond : | $ | 103,049.14 |

| Bond Releases Summary | | |
|---|---|---|
| #1 | $ | 393,209.08 |
| #2 | $ | 1,591.80 |
| #3 | $ | - |
| #4 | $ | - |
| TOTAL | $ | 394,800.88 |

6/14/2022

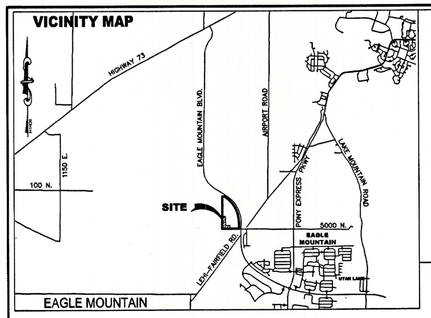
| | | | | | | | QUANTITIES COMPLETED | | | MONIES RELEASED | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | ORIGINAL QUANTITY | REDUCE QUANTITY | UNIT | UNIT COST | TOTAL | Previous Period | This Period | % to date | This Period | To Date |
| 1 | **SITE PREP.** | | | | | | | | | | |
| a | Mobilization | 1 | 0.5 | LS | $10,000.00 | $5,000.00 | 1 | 0 | 100% | $0.00 | $5,000.00 |
| b | Clear and grub | 325393 | 16269.5 | SF | $0.05 | $813.48 | 325,393 | 0 | 100% | $0.00 | $813.48 |
| c | Rough grade | 112820 | 56410 | SF | $0.15 | $8,461.50 | 112,820 | 0 | 100% | $0.00 | $8,461.50 |
| 2 | **ROADWAY IMPROVEMENTS** | | | | | | | | | | |
| a | 3 inch Surface Course | 62119 | 62119 | SF | $1.30 | $80,754.70 | 62,119 | 0 | 100% | $0.00 | $80,754.70 |
| b | 6 inch Road base(also behind curb) | 2359 | 2359 | TON | $17.00 | $40,103.00 | 2,359 | 0 | 100% | $0.00 | $40,103.00 |
| c | 9 inch sub-base(e-fill)9behind curb) | 3539 | 707.8 | TON | $12.00 | $8,493.60 | 3,539 | 0 | 100% | $0.00 | $8,493.60 |
| d | 30" curb & gutter | 3790 | 758 | LF | $21.00 | $15,918.00 | 3,411 | 379 | 90% | $1,591.80 | $15,918.00 |
| e | 5' Sidewalk | 3587 | 3587 | LF | $25.00 | $89,675.00 | 3,587 | 0 | 100% | $0.00 | $89,675.00 |
| f | Street/stop signs | 11 | 11 | EA | $300.00 | $3,300.00 | 11 | 0 | 100% | $0.00 | $3,300.00 |
| g | ADA access ramps for trail | 10 | 10 | EA | $1,500.00 | $15,000.00 | 10 | 0 | 100% | $0.00 | $15,000.00 |
| 3 | **CULINARY WATER** | | | | | | | | | | |
| a | 8" culinary water c-900 | 1747 | 349.4 | LF | $25.00 | $8,735.00 | 1,747 | 0 | 100% | $0.00 | $8,735.00 |
| b | 12" culinary water c-900 | 622 | 124.4 | LF | $35.00 | $4,354.00 | 622 | 0 | 100% | $0.00 | $4,354.00 |
| c | 8" gate valve | 14 | 2.8 | EA | $1,800.00 | $5,040.00 | 14 | 0 | 100% | $0.00 | $5,040.00 |
| d | 12" gate valve | 2 | 0.4 | EA | $2,000.00 | $800.00 | 2 | 0 | 100% | $0.00 | $800.00 |
| e | Fire Hydrant | 4 | 0.8 | EA | $6,000.00 | $4,800.00 | 4 | 0 | 100% | $0.00 | $4,800.00 |
| f | 3/4" water service | 35 | 7 | EA | $1,800.00 | $12,600.00 | 35 | 0 | 100% | $0.00 | $12,600.00 |
| g | 2" irrigation service | 1 | 0.2 | EA | $2,300.00 | $460.00 | 1 | 0 | 100% | $0.00 | $460.00 |
| h | 2" blowoff valve | 4 | 0.8 | EA | $2,500.00 | $2,000.00 | 4 | 0 | 100% | $0.00 | $2,000.00 |
| i | 4" blowoff valve | 1 | 0.2 | EA | $3,500.00 | $700.00 | 1 | 0 | 100% | $0.00 | $700.00 |
| j | Import pipe bedding | 616 | 123.2 | TON | $12.00 | $1,478.40 | 616 | 0 | 100% | $0.00 | $1,478.40 |
| k | Imported trench fill | 616 | 123.2 | TON | $10.00 | $1,232.00 | 616 | 0 | 100% | $0.00 | $1,232.00 |
| l | Connect to existing | 2 | 0.4 | EA | $1,100.00 | $440.00 | 2 | 0 | 100% | $0.00 | $440.00 |
| 4 | **STORM DRAIN** | | | | | | | | | | |
| a | 12" RCP | 129 | 25.8 | LF | $48.00 | $1,238.40 | 129 | 0 | 100% | $0.00 | $1,238.40 |
| b | 15" RCP | 694 | 138.8 | LF | $52.00 | $7,217.60 | 694 | 0 | 100% | $0.00 | $7,217.60 |
| c | 18" RCP | 406 | 81.2 | LF | $65.00 | $5,278.00 | 406 | 0 | 100% | $0.00 | $5,278.00 |
| d | Connect to existing | 1 | 0.2 | EA | $1,500.00 | $300.00 | 1 | 0 | 100% | $0.00 | $300.00 |
| e | Combo box | 3 | 0.6 | EA | $4,000.00 | $2,400.00 | 3 | 0 | 100% | $0.00 | $2,400.00 |
| f | Combo box w/snout | 1 | 0.2 | EA | $4,000.00 | $800.00 | 1 | 0 | 100% | $0.00 | $800.00 |
| g | 48" manholes | 5 | 1 | EA | $2,800.00 | $2,800.00 | 5 | 0 | 100% | $0.00 | $2,800.00 |
| h | Infiltration sump w/slotted grate | 2 | 0.4 | EA | $7,500.00 | $3,000.00 | 2 | 0 | 100% | $0.00 | $3,000.00 |
| i | Curb inlet boxes | 5 | 1 | EA | $2,800.00 | $2,800.00 | 5 | 0 | 100% | $0.00 | $2,800.00 |
| j | Pond grading | 5229 | 1045.8 | CY | $5.00 | $5,229.00 | 5,229 | 0 | 100% | $0.00 | $5,229.00 |
| k | Imported pipe bedding | 499 | 99.8 | TON | $12.00 | $1,197.60 | 499 | 0 | 100% | $0.00 | $1,197.60 |
| l | Imported trench fill | 299 | 59.8 | TON | $10.00 | $598.00 | 299 | 0 | 100% | $0.00 | $598.00 |
| 5 | **SEWER** | | | | | | | | | | |
| a | 8" Sewer pipe | 2317 | 463.4 | LF | $34.00 | $15,755.60 | 2,317 | 0 | 100% | $0.00 | $15,755.60 |
| b | 4" sewer laterals | 53 | 10.6 | EA | $1,400.00 | $14,840.00 | 53 | 0 | 100% | $0.00 | $14,840.00 |
| c | 48" sewer manholes | 3 | 0.6 | EA | $3,500.00 | $2,100.00 | 3 | 0 | 100% | $0.00 | $2,100.00 |
| d | 60" sewer manholes | 6 | 1.2 | EA | $5,000.00 | $6,000.00 | 6 | 0 | 100% | $0.00 | $6,000.00 |
| e | Connect to existing | 4 | 0.8 | EA | $1,000.00 | $800.00 | 4 | 0 | 100% | $0.00 | $800.00 |
| f | Import pipe bedding | 1355 | 271 | TON | $12.00 | $3,252.00 | 1,355 | 0 | 100% | $0.00 | $3,252.00 |
| g | Imported trench fill | 4518 | 903.6 | TON | $10.00 | $9,036.00 | 4,518 | 0 | 100% | $0.00 | $9,036.00 |
| | **TOTAL CONSTRUCTION COST** | | | | | **$394,800.88** | | | | | |
| | Original 10% Bond Coverage | | | | | $103,049.14 | | | | | |
| | | | | | | | Released this Period | | | $1,591.80 | |
| | **TOTAL BOND AMOUNT:** | | | | | **$497,850.02** | | | | | |

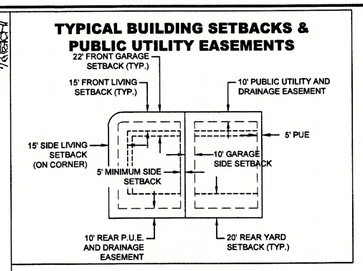
Robert Ballif
Engineering Tech. 1

6/14/22
Date

Robert Ballif
Engineering Tech. 1

6/14/22
Date



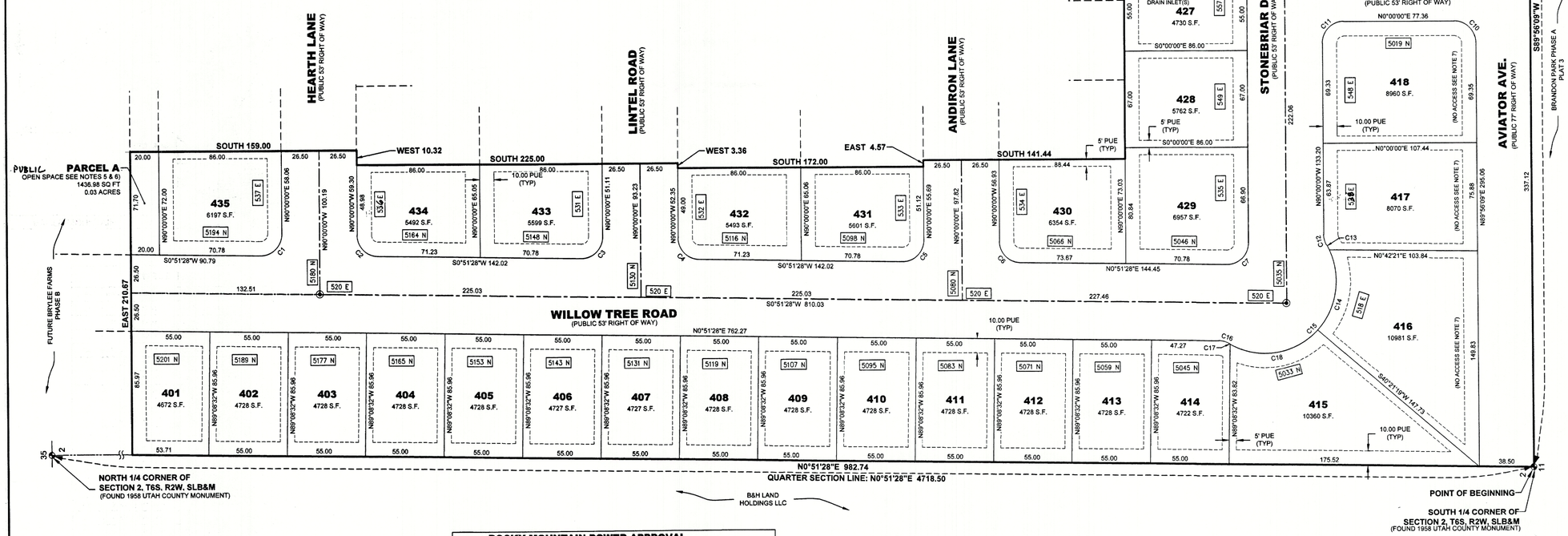




NORTH

SCALE: 1" = 40'

40 20 0 40

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD |
| C1 | 15.00 | 90°51'28" | 23.79 | S44°34'16"E 21.37 |
| C2 | 15.00 | 89°08'32" | 23.34 | S45°25'44"W 21.05 |
| C3 | 15.00 | 90°51'28" | 23.79 | S44°34'16"E 21.37 |
| C4 | 15.00 | 89°08'32" | 23.34 | N45°25'44"E 21.05 |
| C5 | 15.00 | 90°51'28" | 23.79 | S44°34'16"E 21.37 |
| C6 | 15.00 | 89°08'32" | 23.34 | S45°25'44"W 21.05 |
| C7 | 15.00 | 90°51'28" | 23.79 | N44°34'16"W 21.37 |
| C8 | 15.00 | 90°00'00" | 23.56 | N45°00'00"E 21.21 |
| C9 | 15.00 | 90°03'51" | 23.58 | N45°01'55"W 21.23 |
| C10 | 15.00 | 89°56'09" | 23.55 | N44°58'05"E 21.20 |
| C11 | 15.00 | 90°00'00" | 23.56 | N45°00'00"W 21.21 |
| C12 | 15.00 | 29°37'50" | 7.76 | S75°11'05"W 7.67 |
| C13 | 50.00 | 4°17'15" | 3.74 | N62°30'47"E 3.74 |
| C14 | 50.00 | 68°15'43" | 59.57 | S81°12'44"E 55.11 |
| C15 | 50.00 | 150°07'09" | 131.00 | S44°34'16"E 96.62 |
| C16 | 15.00 | 29°37'50" | 7.76 | N15°40'23"E 7.67 |
| C17 | 50.00 | 0°24'52" | 0.36 | S30°16'53"W 0.36 |
| C18 | 50.00 | 77°09'19" | 67.33 | S8°30'13"E 62.36 |


BRYLEE FARMS PHASE A PLAT 1
SOUTHEAST CORNER OF SECTION 2, T6S, R2W, SLB&M (FOUND 1974 UTAH COUNTY MONUMENT)
SECTION LINE-BASIS OF BEARING S89°56'09"W 2688.69
SOUTH 86.00
WEST 16.89
SOUTH 198.48
PARCEL B (PUBLIC OPEN SPACE SEE NOTES 5 & 6) 6115.21 SQ FT 0.14 ACRES
EAST 432.91
10.00 PUE (TYP)
5' PUE (TYP)
FUTURE PHASE A PLAT 5
HEARTH LANE (PUBLIC 53' RIGHT OF WAY)
LINTEL ROAD (PUBLIC 53' RIGHT OF WAY)
ANDIRON LANE (PUBLIC 53' RIGHT OF WAY)
STONEBRIAR DRIVE (PUBLIC 53' RIGHT OF WAY)
OUTLAND WAY (PUBLIC 53' RIGHT OF WAY)
AVIATOR AVE. (PUBLIC 77' RIGHT OF WAY)
BRANDON PARK PHASE A PLAT 3
PUBLIC
PARCEL A OPEN SPACE SEE NOTES 5 & 6) 1436.98 SQ FT 0.03 ACRES
SOUTH 159.00
WEST 10.32
SOUTH 225.00
WEST 3.36
SOUTH 172.00
EAST 4.57
SOUTH 141.44
FUTURE BRYLEE FARMS PHASE B
EAST 210.67
WILLOW TREE ROAD (PUBLIC 53' RIGHT OF WAY)
N0°51'28"E 762.27
N0°51'28"E 982.74
QUARTER SECTION LINE: N0°51'28"E 4718.50
NORTH 1/4 CORNER OF SECTION 2, T6S, R2W, SLB&M (FOUND 1958 UTAH COUNTY MONUMENT)
B&H LAND HOLDINGS LLC
POINT OF BEGINNING
SOUTH 1/4 CORNER OF SECTION 2, T6S, R2W, SLB&M (FOUND 1958 UTAH COUNTY MONUMENT)
S89°56'09"W 632.29
337.12
295.18
222.06
148.83
295.06
175.52
38.50
227.46
225.03
132.51
S0°51'28"W 810.03
S0°51'28"W 142.02
S0°51'28"W 90.79
N0°51'28"E 144.45
N0°42'21"E 103.84
S40°21'16"W 147.73
N0°00'00"E 172.31
N0°00'00"E 77.36
N0°00'00"E 107.44
N0°00'00"E 107.04
N0°00'00"E 107.13
N0°00'00"E 107.20
N0°00'00"E 77.27
N0°00'00"E 517.24
N0°00'00"W 475.11
N0°00'00"E 253.58
S89°56'09"W 253.66
S0°00'00"E 86.00
S0°00'00"E 107.04
S0°00'00"E 107.13
S0°00'00"E 107.20
S0°00'00"E 86.00
S0°00'00"E 86.00
S0°00'00"E 86.00

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

Wednesday, June 8, 2022

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

SUBJECT: **Eagle Heights Village plat 2 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

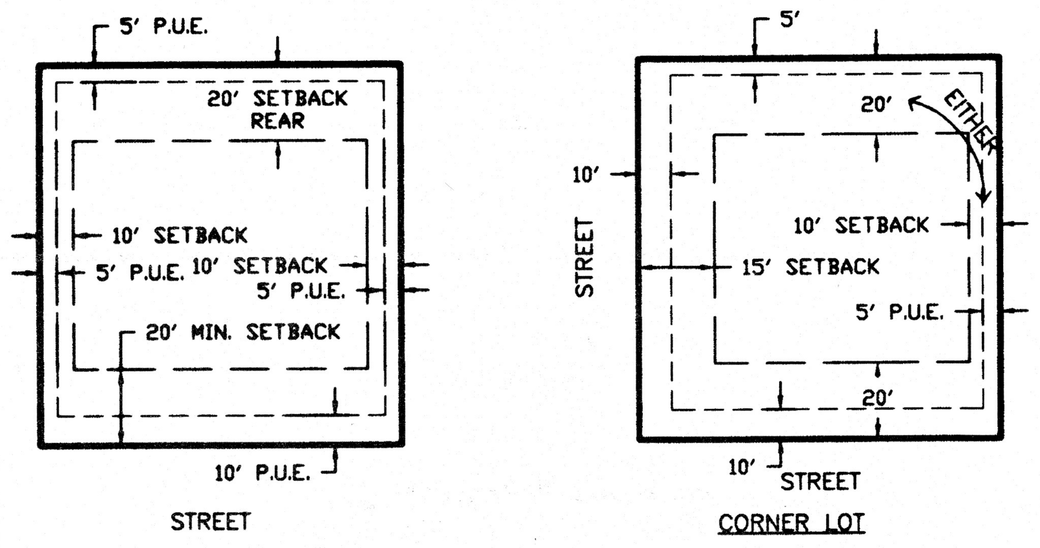
Cc: Fionnuala Kofoed, City Recorder

SCALE: 1"=60' (24x36 PLAN SET)

0 30 60 120

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 23.56 | 15.00 | 090°00'00" | N47° 06' 42"E | 21.21 |
| C2 | 23.56 | 15.00 | 090°00'00" | S42° 53' 18"E | 21.21 |
| C3 | 23.63 | 15.00 | 090°15'37" | N42° 45' 29"W | 21.26 |
| C4 | 23.56 | 15.00 | 090°00'00" | S47° 06' 42"W | 21.21 |
| C5 | 23.56 | 15.00 | 090°00'00" | N42° 53' 18"W | 21.21 |
| C6 | 23.56 | 15.00 | 090°00'00" | S47° 06' 42"W | 21.21 |
| C7 | 23.56 | 15.00 | 090°00'00" | N42° 53' 18"W | 21.21 |
| C8 | 23.56 | 15.00 | 090°00'00" | S47° 06' 42"W | 21.21 |
| C9 | 23.56 | 15.00 | 090°00'00" | N42° 53' 18"W | 21.21 |
| C10 | 23.49 | 15.00 | 089°44'21" | S47° 14' 31"W | 21.16 |

## TYPICAL LOTS




## DOMINION ENERGY GAS COMPANY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 11 day of January, 2021. Dominion Energy Gas Company

By Beverly Eldredge Title Pre-Con

## ROCKY MOUNTAIN POWER

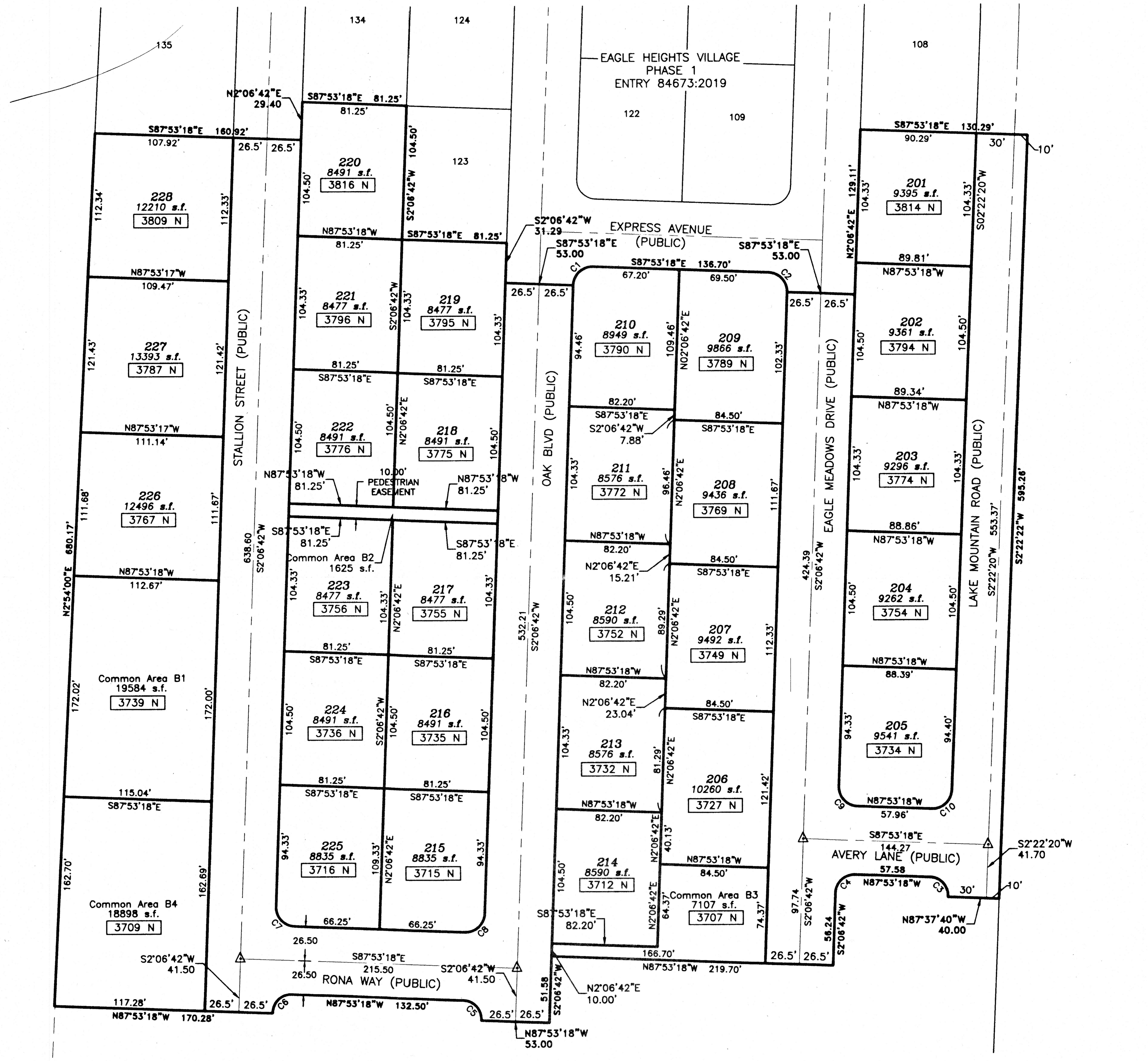
1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Del Edwards 1/11/21
ROCKY MOUNTAIN POWER DATE

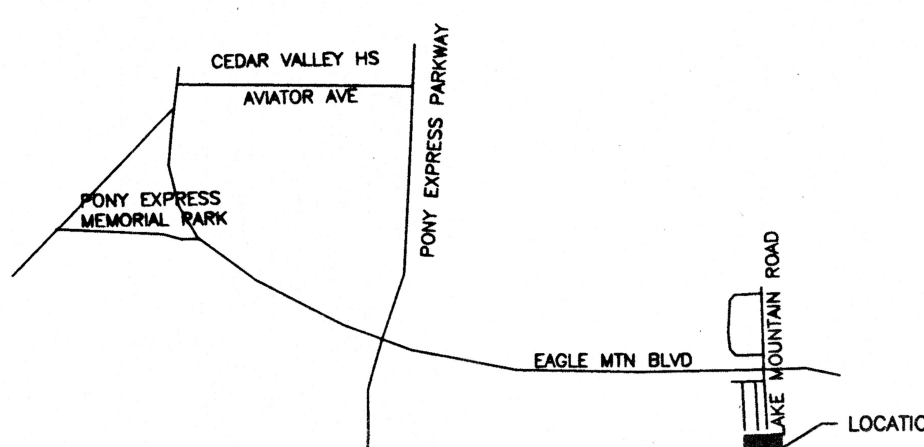
## FIRSTDIGITAL TELECOM

Firstdigital Telecom, LLC certifies that it will provide telecommunications services to this subdivision.

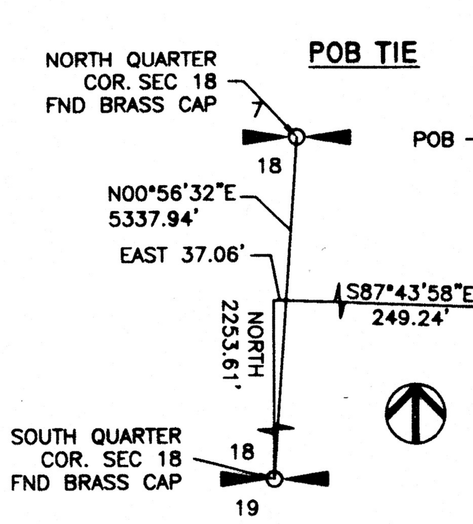
Anthony Zault 1/11/21
FIRSTDIGITAL TELECOM DATE




## VICINITY MAP




## POB TIE




## LEGEND

SECTION CORNER

BOUNDARY LINE

CENTER LINE MONUMENT

## SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 275617, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

## LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 18, Township 6 South, Range 1 West of the Salt Lake Base & Meridian described as follows:

Commencing at the South Quarter Corner of Section 18, Township 6 South, Range 1 West of the Salt Lake Base and Meridian (North Quarter Corner Bears N00°56'32"E 5337.94 feet) thence North 2253.61 feet; thence East 37.06 feet; thence S87°43'58"E 249.24 feet; thence N 02°54'00" E 2171.39 feet to the POINT OF BEGINNING and running

thence along the boundary of Eagle Heights Village Phase 1 recorded in the Utah County Recorder's Office on August 30, 2019 under Entry 84673:2019 the next 13 courses:

1) thence S 87°53'18" E 160.92 feet;
2) thence N 02°06'42" E 29.40 feet;
3) thence S 87°53'18" E 81.25 feet;
4) thence S 02°06'42" W 104.50 feet;
5) thence S 87°53'18" E 81.25 feet;
6) thence S 02°06'42" W 31.29 feet;
7) thence S 87°53'18" E 53.00 feet;
8) thence Northeasterly, a distance of 23.56 feet along a non tangent curve to the right of which the radius point lies S 87°53'18" E, with a radius of 15.00 feet, having a central angle of 90°00'00" and a chord that bears N 47°06'42" E 21.21 feet;
9) thence S 87°53'18" E 136.70 feet;
10 ) thence Southeasterly, 23.56 feet along a curve to the right having a radius of 15.00 feet, a central angle of 90°00'00" and a chord that bears S 42°53'18" E 21.21 feet;
11) thence S 87°53'18" E 53.00 feet;
12) thence N 02°06'42" E 129.11 feet;
13) thence S 87°53'18" E 130.29 feet;

thence S 02°22'22" W 595.26 feet;
thence N 87°37'40" W 40.00 feet;
thence Northwesterly, a distance of 23.63 feet along a non tangent curve to the left of which the radius point lies N 87°37'40" W, with a radius of 15.00 feet, having a central angle of 90°15'37" and a chord that bears N 42°45'29" W 21.26 feet;
thence N 87°53'18" W 57.58 feet;
thence Southwesterly, 23.56 feet along a curve to the left having a radius of 15.00 feet, a central angle of 90°00'00" and a chord that bears S 47°06'42" W 21.21 feet;
thence S 02°06'42" W 56.24 feet;
thence N 87°53'18" W 219.70 feet;
thence S 02°06'42" W 51.58 feet;
thence N 87°53'18" W 53.00 feet;
thence Northwesterly, a distance of 23.56 feet along a non tangent curve to the left of which the radius point lies N 87°53'18" W, with a radius of 15.00 feet, having a central angle of 90°00'00" and a chord that bears N 42°53'18" W 21.21 feet;
thence N 87°53'18" W 132.50 feet;
thence Southwesterly, 23.56 feet along a curve to the left having a radius of 15.00 feet, a central angle of 90°00'00" and a chord that bears S 47°06'42" W 21.21 feet;
thence N 87°53'18" W 170.28 feet;
thence N 02°54'00" E 680.17 feet to the point of beginning, containing 10.1036 acres, more or less.

## OWNER'S CERFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof. Pursuant to Utah Code 10-9a-604(d) the owner conveys Common Areas B1, B2, B3 and B4 to Eagle Heights Village Association with an address of 1466 North Hwy 89, Suite 220, Farmington, Utah 84025. Said common areas to be maintained by the Eagle Heights Village Association.

Manager KIRT PETERSON — Eagle Heights Village II, LLC

## LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Utah } ss

On this 17 day of December A.D. 2020, personally appeared before me, Kirt Peterson, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of Eagle Heights Village II, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

NOTARY PUBLIC

MY COMMISSION EXPIRES 03.05.2024 RESIDING AT Eagle Mountain

LIANNE PENGRA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 710974
COMM. EXP. 03-05-2024

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.
THIS 13 DAY OF January, A.D. 2021.

MAYOR

ATTEST: CITY RECORDER (See Seal Below)

# EAGLE HEIGHTS VILLAGE, PLAT 2

*PART OF SECTION 18*
*TOWNSHIP 6 SOUTH RANGE 1 WEST*
*SALT LAKE BASE AND MERIDIAN*
*EAGLE MOUNTAIN, UTAH*

*FINAL PLAT*

ENT 7287:2021 Map # 17494
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Jan 13 4:07 pm FEE 114.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

## TABULATIONS

| | |
|---|---|
| TOTAL ACREAGE: | 10.11 AC. |
| BUILDABLE ACREAGE: | 10.11 AC. |
| TOTAL ACREAGE IN LOTS: | 6.00 AC. |
| TOTAL OPEN SPACE: | 1.08 AC. |
| TOTAL IMPROVED OPEN SPACE: | 1.08 AC. |
| AVERAGE LOT SIZE: | 9332 s.f |
| LARGEST LOT SIZE: | 13393 s.f. |
| SMALLEST LOT SIZE: | 88477 s.f. |
| OVERALL DENSITY: | 2.77 LOTS/AC. |
| TOTAL # OF LOTS: | 28 |

## NOTES

1. THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY KIRT PETERSON.
2. THE BASIS OF BEARING IS N 00°56'32" E BETWEEN THE SOUTH QUARTER CORNER AND NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASELINE AND MERIDIAN.

## EAGLE MOUNTAIN CITY ENGINEER

APPROVED THIS 5th DAY OF January A.D., 2021. BY THE CITY ENGINEER.

Christopher T Trusty
EAGLE MOUNTAIN CITY ENGINEER

## EAGLE MOUNTAIN CITY ATTORNEY

APPROVED THIS 17 DAY OF December A.D., 2020 BY THE CITY ATTORNEY.

EAGLE MOUNTAIN CITY ATTORNEY

| SURVEYORS SEAL | NOTARY PUBLIC SEAL | CITY ENGINEERS SEAL | CLERK-RECORDER SEAL |
|---|---|---|---|
| PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 12/9/20 STATE OF UTAH | | PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 1-5-21 STATE OF UTAH | CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH |

Sec 18, T6S, R1W TU-038

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

Monday, June 13, 2022

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

SUBJECT: **Sage Park phase "A" plat 6 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

**BOND RELEASE REQUEST LETTER**
**Sage Park phase "A" plat 6 Bond**
**Reduced**

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

| *2nd Bond Release* | | |
|---|---|---|
| Original Bond Amount: | $ | 754,111.15 |
| Previous Release Amount: | $ | 666,589.50 |
| Amount to Release this Period: | $ | 2,297.50 |
| Amount Remaining in Bond : | $ | 85,224.15 |

| Bond Releases Summary | | |
|---|---|---|
| #1 | $ | 666,589.50 |
| #2 | $ | 2,297.50 |
| #3 | $ | - |
| #4 | $ | - |
| TOTAL | $ | 668,887.00 |

6/13/2022

| | | | | | | | QUANTITIES COMPLETED | | | MONIES RELEASED | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | ORIGINAL QUANTITY | REDUCED QUANTITY | UNIT | UNIT COST | TOTAL | Previous Period | This Period | % to date | This Period | To Date |
| 1 | **SWPPP & SITE WORK** | | | | | | | | | | |
| a | SWPPP | 1 | 1 | LS | $3,000.00 | $3,000.00 | 1 | 0.5 | 100% | $1,500.00 | $3,000.00 |
| 2 | **ROADWAY IMPROVEMENTS** | | | | | | | | | | |
| a | 3 inch Surface Course | 79467 | 79467 | SF | $1.20 | $95,360.40 | 79,467 | 0 | 100% | $0.00 | $95,360.40 |
| b | 6 inch Road base(also behind curb) | 79467 | 79467 | SF | $0.55 | $43,706.85 | 79,467 | 0 | 100% | $0.00 | $43,706.85 |
| c | 9 inch sub-base(e-fill)(behind curb) | 79467 | 79467 | SF | $0.75 | $59,600.25 | 79,467 | 0 | 100% | $0.00 | $59,600.25 |
| d | 30" curb & gutter | 5983 | 5983 | LF | $21.00 | $125,643.00 | 5,983 | 0 | 100% | $0.00 | $125,643.00 |
| e | 5' Sidewalk | 5897 | 5897 | LF | $26.00 | $153,322.00 | 5,897 | 0 | 100% | $0.00 | $153,322.00 |
| f | Slop signs | 3 | 3 | EA | $200.00 | $600.00 | 3 | 0 | 100% | $0.00 | $600.00 |
| g | Street signs | 2 | 2 | EA | $200.00 | $400.00 | 2 | 0 | 100% | $0.00 | $400.00 |
| h | ADA ramps | 6 | 6 | EA | $650.00 | $3,900.00 | 6 | 0 | 100% | $0.00 | $3,900.00 |
| 3 | **CULINARY WATER** | | | | | | | | | | |
| a | 8" culinary water c-900 w/fittings | 2565 | 1282.5 | LF | $28.00 | $35,910.00 | 2,565 | 0 | 100% | $0.00 | $35,910.00 |
| b | Fire Hydrant | 7 | 3.5 | EA | $4,200.00 | $14,700.00 | 7 | 0 | 100% | $0.00 | $14,700.00 |
| c | 8" gate valves w/collars | 7 | 3.5 | EA | $1,400.00 | $4,900.00 | 7 | 0 | 100% | $0.00 | $4,900.00 |
| d | 12" culinary water c-900 w/fittings | 798 | 399 | LF | $34.00 | $13,566.00 | 798 | 0 | 100% | $0.00 | $13,566.00 |
| e | Connect to existing 12" water line w/valve | 1 | 0.5 | EA | $500.00 | $250.00 | 1 | 0 | 100% | $0.00 | $250.00 |
| f | Connect to existing 8" water line w/valve | 3 | 1.5 | EA | $500.00 | $750.00 | 3 | 0 | 100% | $0.00 | $750.00 |
| g | 3/4 inch water service | 53 | 26.5 | EA | $1,100.00 | $29,150.00 | 53 | 0 | 100% | $0.00 | $29,150.00 |
| h | 2" blow off | 1 | 0.5 | EA | $1,000.00 | $500.00 | 1 | 0 | 100% | $0.00 | $500.00 |
| i | 4" blow off | 1 | 0.5 | EA | $2,000.00 | $1,000.00 | 1 | 0 | 100% | $0.00 | $1,000.00 |
| 4 | **STORM DRAIN** | | | | | | | | | | |
| a | 15"ADS HP pipe | 1179 | 589.5 | LF | $25.00 | $14,737.50 | 1,179 | 0 | 100% | $0.00 | $14,737.50 |
| b | 60" dia. Manholes | 1 | 0.5 | EA | $3,000.00 | $1,500.00 | 1 | 0.05 | 100% | $75.00 | $1,500.00 |
| c | 48" dia. Manholes | 1 | 0.5 | EA | $2,700.00 | $1,350.00 | 1 | 0.05 | 100% | $67.50 | $1,350.00 |
| d | 3x6 combo box | 2 | 1 | EA | $3,100.00 | $3,100.00 | 2 | 0 | 100% | $0.00 | $3,100.00 |
| e | 2x3 Catch Basin | 5 | 2.5 | EA | $2,300.00 | $5,750.00 | 5 | 0 | 100% | $0.00 | $5,750.00 |
| f | Connect to existing manhole | 1 | 0.5 | EA | $1,000.00 | $500.00 | 1 | 0 | 100% | $0.00 | $500.00 |
| g | Connect to existing main | 1 | 0.5 | EA | $600.00 | $300.00 | 1 | 0 | 100% | $0.00 | $300.00 |
| 5 | **SEWER** | | | | | | | | | | |
| a | 8" PVC Sewer pipe | 1982 | 991 | LF | $26.00 | $25,766.00 | 1,982 | 0 | 100% | $0.00 | $25,766.00 |
| b | Connect to existing sewer main | 2 | 1 | EA | $600.00 | $600.00 | 2 | 0 | 100% | $0.00 | $600.00 |
| c | 48" dia. Manholes | 9 | 4.5 | EA | $2,600.00 | $11,700.00 | 9 | 0.45 | 100% | $585.00 | $11,700.00 |
| d | 60" dia. Manholes | 1 | 0.5 | EA | $2,800.00 | $1,400.00 | 1 | 0.05 | 100% | $70.00 | $1,400.00 |
| e | 4" sewer laterals | 49 | 24.5 | EA | $650.00 | $15,925.00 | 49 | 0 | 100% | $0.00 | $15,925.00 |
| | **TOTAL CONSTRUCTION COST** | | | | | **$668,887.00** | | | | | |
| | Original 10% Bond Coverage | | | | | $85,224.15 | | | | | |
| | | | | | | | Released this Period | | | $2,297.50 | |
| | **TOTAL BOND AMOUNT:** | | | | | **$754,111.15** | | | | | |

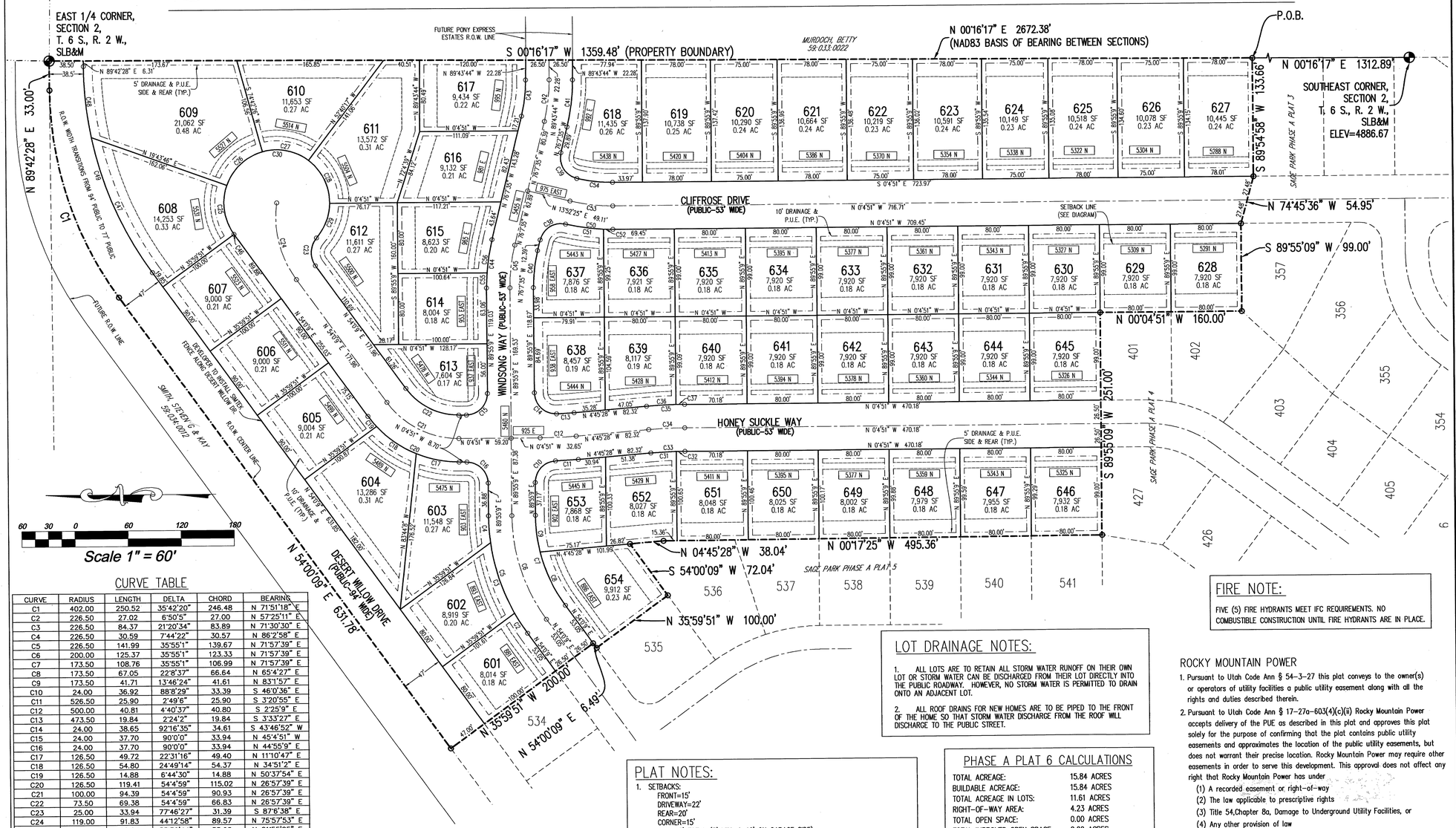
**Christopher T. Trusty P.E.**
**Engineering Director**

6/13/22
Date

**Robert Ballif**
**Engineering Tech. 1**

6/13/22
Date

# SAGE PARK PHASE A PLAT 6

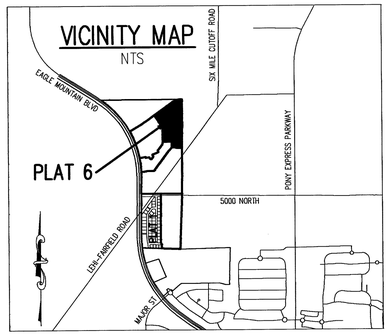



## CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 402.00 | 250.52 | 35°42'20" | 246.48 | N 71°51'18" E |
| C2 | 226.50 | 27.02 | 6°50'5" | 27.00 | N 57°25'11" E |
| C3 | 226.50 | 84.37 | 21°20'34" | 83.89 | N 71°30'30" E |
| C4 | 226.50 | 30.59 | 7°44'22" | 30.57 | N 86°2'58" E |
| C5 | 226.50 | 141.99 | 35°55'1" | 139.67 | N 71°57'39" E |
| C6 | 200.00 | 125.37 | 35°55'1" | 123.33 | N 71°57'39" E |
| C7 | 173.50 | 108.76 | 35°55'1" | 106.99 | N 71°57'39" E |
| C8 | 173.50 | 67.05 | 22°8'37" | 66.64 | N 65°4'27" E |
| C9 | 173.50 | 41.71 | 13°46'24" | 41.61 | N 83°1'57" E |
| C10 | 24.00 | 36.92 | 88°8'29" | 33.39 | S 46°0'36" E |
| C11 | 526.50 | 25.90 | 2°49'6" | 25.90 | S 3°20'55" E |
| C12 | 500.00 | 40.81 | 4°40'37" | 40.80 | S 2°25'9" E |
| C13 | 473.50 | 19.84 | 2°24'2" | 19.84 | S 3°33'27" E |
| C14 | 24.00 | 38.65 | 92°16'35" | 34.61 | S 43°46'52" W |
| C15 | 24.00 | 37.70 | 90°0'0" | 33.94 | N 45°4'51" W |
| C16 | 24.00 | 37.70 | 90°0'0" | 33.94 | N 44°55'9" E |
| C17 | 126.50 | 49.72 | 22°31'16" | 49.40 | N 11°10'47" E |
| C18 | 126.50 | 54.80 | 24°49'14" | 54.37 | N 34°51'2" E |
| C19 | 126.50 | 14.88 | 6°44'30" | 14.88 | N 50°37'54" E |
| C20 | 126.50 | 119.41 | 54°4'59" | 115.02 | N 26°57'39" E |
| C21 | 100.00 | 94.39 | 54°4'59" | 90.93 | N 26°57'39" E |
| C22 | 73.50 | 69.38 | 54°4'59" | 66.83 | N 26°57'39" E |
| C23 | 25.00 | 33.94 | 77°46'27" | 31.39 | S 87°6'38" E |
| C24 | 119.00 | 91.83 | 44°12'58" | 89.57 | N 75°57'53" E |
| C25 | 60.00 | 58.24 | 55°36'44" | 55.98 | N 81°55'25" E |
| C26 | 60.00 | 57.57 | 54°58'39" | 55.39 | S 42°46'54" E |
| C27 | 60.00 | 55.11 | 52°37'18" | 53.19 | S 11°1'5" W |
| C28 | 60.00 | 56.10 | 53°34'30" | 54.08 | S 64°6'58" W |
| C29 | 60.00 | 42.80 | 40°52'22" | 41.90 | N 68°39'35" W |
| C30 | 60.00 | 269.94 | 257°46'27" | 93.41 | S 2°53'22" W |
| C31 | 473.50 | 28.83 | 3°29'19" | 28.83 | S 3°0'48" E |
| C32 | 473.50 | 9.82 | 1°11'18" | 9.82 | S 0°40'30" E |
| C33 | 473.50 | 38.65 | 4°40'37" | 38.64 | S 2°25'9" E |
| C34 | 500.00 | 40.81 | 4°40'37" | 40.80 | S 2°25'9" E |
| C35 | 526.50 | 42.98 | 4°40'37" | 42.97 | S 2°25'9" E |
| C36 | 526.50 | 33.16 | 3°36'30" | 33.15 | S 2°57'13" E |
| C37 | 526.50 | 9.82 | 1°4'7" | 9.82 | S 0°36'54" E |
| C38 | 24.00 | 37.57 | 89°40'59" | 33.85 | S 31°17'6" E |
| C39 | 24.00 | 37.92 | 90°31'52" | 34.10 | S 58°36'29" W |
| C40 | 173.50 | 42.26 | 13°57'15" | 42.15 | S 83°6'13" E |
| C41 | 226.50 | 53.77 | 13°36'9" | 53.65 | S 82°55'40" E |
| C42 | 200.00 | 47.48 | 13°36'9" | 47.37 | S 82°55'40" E |
| C43 | 173.50 | 41.19 | 13°36'9" | 41.09 | S 82°55'40" E |
| C44 | 226.50 | 55.16 | 13°57'15" | 55.03 | N 83°6'13" W |
| C45 | 200.00 | 48.71 | 13°57'15" | 48.59 | N 83°6'13" W |
| C46 | 60.00 | 0.12 | 0°6'54" | 0.12 | S 54°3'36" W |
| C47 | 400.00 | 168.46 | 24°7'49" | 167.22 | N 66°4'3" E |
| C48 | 400.00 | 80.81 | 11°34'31" | 80.67 | N 83°55'13" E |
| C49 | 400.00 | 249.27 | 35°42'20" | 245.26 | S 71°51'18" W |
| C50 | 226.50 | 53.91 | 13°38'14" | 53.78 | S 6°44'16" W |
| C51 | 226.50 | 43.36 | 10°58'3" | 43.29 | S 8°4'22" W |
| C52 | 226.50 | 10.55 | 2°40'11" | 10.55 | S 1°15'15" W |
| C53 | 200.00 | 48.71 | 13°57'15" | 48.59 | S 6°53'47" W |
| C54 | 173.50 | 40.65 | 13°25'23" | 40.55 | S 6°37'51" W |
| C55 | 226.50 | 16.99 | 4°17'53" | 16.99 | S 87°55'54" E |
| C56 | 226.50 | 38.17 | 9°39'23" | 38.13 | S 80°57'17" E |

## VICINITY MAP

NTS




## LOT DRAINAGE NOTES:

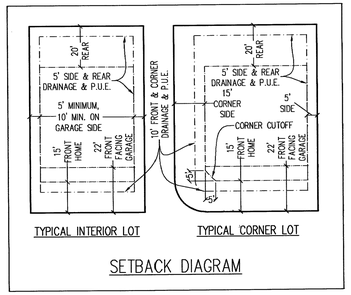
1. ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.
2. ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.

## PLAT NOTES:

1. SETBACKS:
   FRONT=15'
   DRIVEWAY=22'
   REAR=20'
   CORNER=15'
   SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)
2. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
3. DEVELOPER TO INSTALL FENCING ALONG REAR LOT LINES OF DESERT WILLOW DRIVE.

## PHASE A PLAT 6 CALCULATIONS

| | |
|---|---|
| TOTAL ACREAGE: | 15.84 ACRES |
| BUILDABLE ACREAGE: | 15.84 ACRES |
| TOTAL ACREAGE IN LOTS: | 11.61 ACRES |
| RIGHT-OF-WAY AREA: | 4.23 ACRES |
| TOTAL OPEN SPACE: | 0.00 ACRES |
| TOTAL IMPROVED OPEN SPACE: | 0.00 ACRES |
| AVERAGE LOT SIZE: | 9,368 SF/0.22 ACRES |
| LARGEST LOT SIZE: | 21,062 SF/0.48 ACRES |
| SMALLEST LOT SIZE: | 7,604 SF/0.17 ACRES |
| OVERALL DENSITY: | 3.41 LOTS/ACRE |
| TOTAL # OF LOTS: | 54 LOTS |




SETBACK DIAGRAM

## FIRE NOTE:

FIVE (5) FIRE HYDRANTS MEET IFC REQUIREMENTS. NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

## ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Ord Edwards 10/20/21
ROCKY MOUNTAIN POWER DATE

## DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 20 day of October 2021

Dominion Energy

By: Brandy Edwards

Title Pre-Con

## DIRECT COMMUNICATIONS

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

Marjorie Lilford 10/20/2021
DIRECT COMMUNICATIONS DATE

18073

SURVEYOR: AZTEC ENGINEERING INC.
732 NORTH 780 WEST
AMERICAN FORK, UT. 84003
(801) 224-7308

## SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

Oct. 6, 2021
DATE

AARON D. THOMAS (SEE SEAL BELOW)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°16'17" EAST ALONG SECTION LINE 1312.89 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES ALONG THE NORTHERLY BOUNDARY OF SAGE PARK PHASE A PLATS 3 & 4 AND THE EASTERLY BOUNDARY OF SAGE PARK PHASE A PLAT 5 AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER: 1) SOUTH 89°54'58" WEST 133.66 FEET, 2) NORTH 74°45'36" WEST 54.95 FEET, 3) SOUTH 89°55'09" WEST 99.00 FEET, 4) NORTH 00°04'51" WEST 160.00 FEET, 5) SOUTH 89°55'09" WEST 251.00 FEET, 6) NORTH 00°17'25" WEST 495.36 FEET, 7) NORTH 04°45'28" WEST 38.04 FEET, 8) SOUTH 54°00'09" WEST 72.04 FEET, 9) NORTH 35°59'51" WEST 100.00 FEET, 10) NORTH 54°00'09" EAST 6.49 FEET, 11) NORTH 35°59'51" WEST 200.00 FEET; THENCE NORTH 54°00'09" EAST 631.78 FEET; THENCE ALONG THE ARC OF A 402.00 FOOT RADIUS CURVE TO THE RIGHT 250.52 FEET THROUGH A CENTRAL ANGLE OF 35°42'20" (CHORD BEARS NORTH 71°51'18" EAST 246.48 FEET); THENCE NORTH 89°42'28" EAST 33.00 FEET; THENCE SOUTH 00°16'17" WEST ALONG SECTION LINE A DISTANCE OF 1359.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 689,969 S.F. OR 15.840 ACRES, MORE OR LESS

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

## EAGLE MOUNTAIN CITY PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

ENT 207746:2021 Map # 18073
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Dec 16 9:37 am FEE 158.00 BY TM
RECORDED FOR EAGLE MOUNTAIN CITY

AUTHORIZED SIGNATURE(S)

## EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S): PATTERSON CONSTRUCTION, INC
PRINTED NAME OF OWNER James R. Patterson, President 10/27/2021

AUTHORIZED SIGNATURE(S)

## ACKNOWLEDGMENT

On the 27th day of October, 2021 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 01-08-2024
NOTARY PUBLIC SIGNATURE

709876
COMMISSION NUMBER

Julie Ann Allen
PRINTED FULL NAME OF NOTARY

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ___ DAY OF December 2021.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY ENGINEER (SEE SEAL BELOW)

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 6

# SAGE PARK PHASE A

SUBDIVISION

LOCATED IN THE SE CORNER OF SEC 2, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

PROFESSIONAL LAND SURVEYOR No. 6418780 AARON D. THOMAS 10-6-21 STATE OF UTAH

Notary Public Seal — JULIE ANN ALLEN, NOTARY PUBLIC-STATE OF UTAH, COMMISSION# 709876, COMM. EXP. 01-08-2024

PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSKY 11/29/21 STATE OF UTAH

Clerk-Recorder Seal — CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

Sec. 2, T6S, R2W, SLB&M, TU 038, AN

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

Monday, May 23, 2022

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

SUBJECT: **Eagle Point phase "J" plat 2 out of warranty Bond Release**

City Recorder:

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

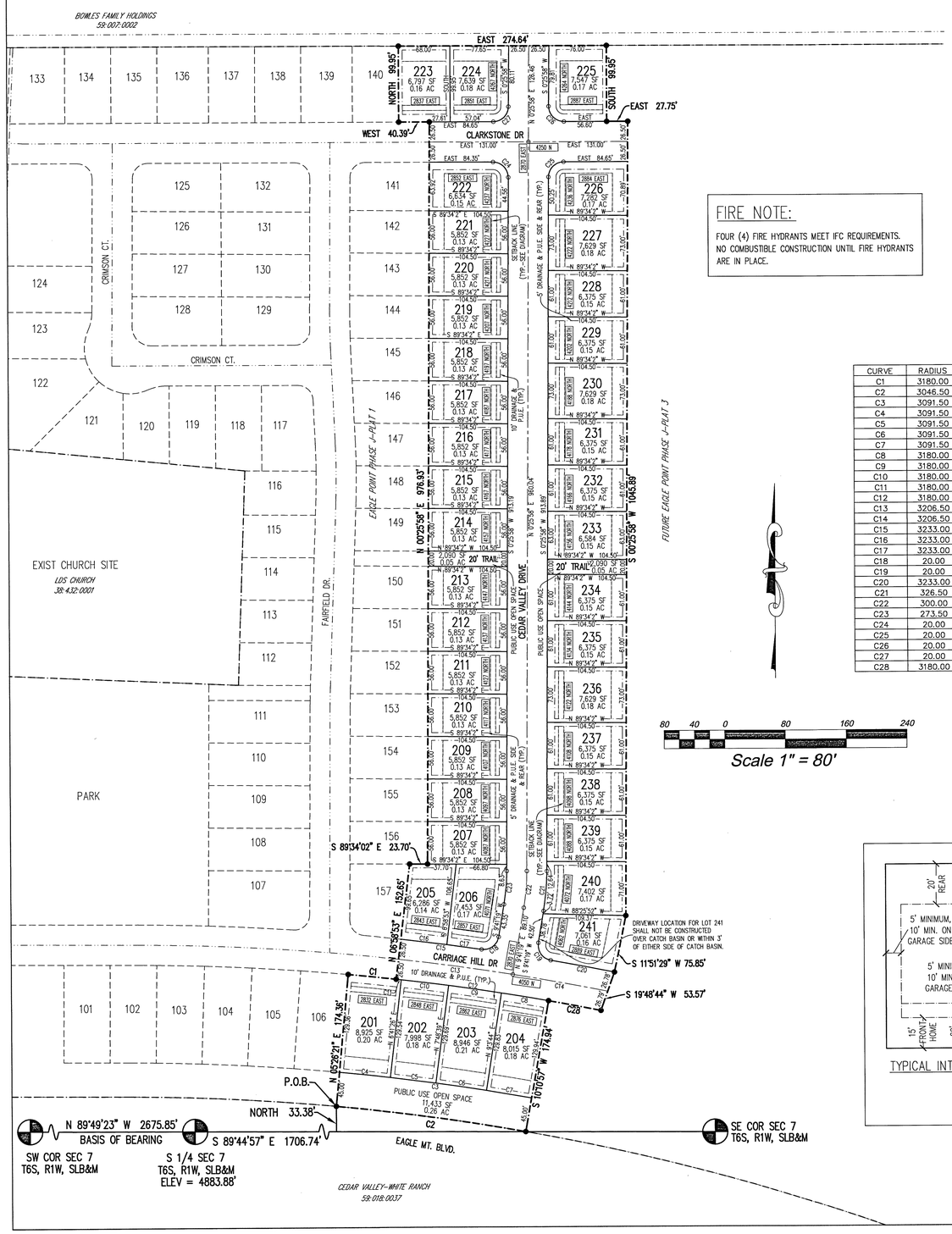
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

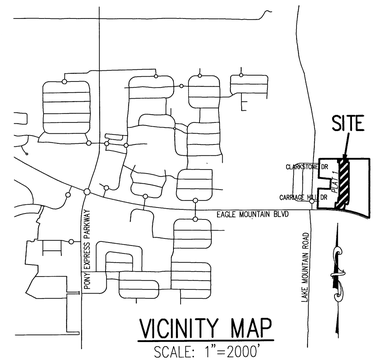
Cc: Fionnuala Kofoed, City Recorder

# EAGLE POINT PHASE J PLAT 2




## FIRE NOTE:

FOUR (4) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

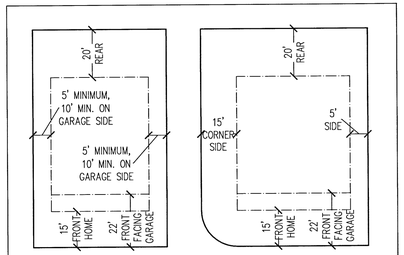



VICINITY MAP
SCALE: 1"=2000'

## CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 3180.00 | 63.67 | 1°8'50" | 63.67 | S 84°8'30" E |
| C2 | 3046.50 | 252.21 | 4°44'36" | 252.14 | N 82°11'21" W |
| C3 | 3091.50 | 255.94 | 4°44'36" | 255.87 | N 82°11'21" W |
| C4 | 3091.50 | 67.53 | 1°15'6" | 67.53 | S 83°56'7" E |
| C5 | 3091.50 | 60.44 | 1°7'12" | 60.44 | S 82°44'57" E |
| C6 | 3091.50 | 67.53 | 1°15'5" | 67.53 | S 81°33'49" E |
| C7 | 3091.50 | 60.44 | 1°7'13" | 60.44 | S 80°22'40" E |
| C8 | 3180.00 | 62.98 | 1°8'5" | 62.98 | N 80°28'40" W |
| C9 | 3180.00 | 70.36 | 1°16'4" | 70.36 | N 81°40'45" W |
| C10 | 3180.00 | 62.97 | 1°8'4" | 62.97 | N 82°52'49" W |
| C11 | 3180.00 | 6.69 | 0°7'14" | 6.69 | N 83°30'28" W |
| C12 | 3180.00 | 203.01 | 3°39'28" | 202.97 | N 81°44'21" W |
| C13 | 3206.50 | 152.12 | 2°43'5" | 152.10 | S 82°12'16" E |
| C14 | 3206.50 | 127.21 | 2°16'23" | 127.20 | S 79°42'32" E |
| C15 | 3233.00 | 107.33 | 1°54'8" | 107.33 | S 82°36'29" E |
| C16 | 3233.00 | 61.00 | 1°4'52" | 61.00 | S 83°1'7" E |
| C17 | 3233.00 | 46.33 | 0°49'16" | 46.33 | S 82°4'3" E |
| C18 | 20.00 | 30.95 | 88°39'16" | 27.95 | N 54°0'57" E |
| C19 | 20.00 | 31.31 | 89°42'27" | 28.21 | S 35°9'54" E |
| C20 | 3233.00 | 85.53 | 1°30'57" | 85.53 | S 79°15'39" E |
| C21 | 326.50 | 52.75 | 9°15'22" | 52.69 | N 5°3'38" E |
| C22 | 300.00 | 48.46 | 9°15'22" | 48.41 | N 5°3'38" E |
| C23 | 273.50 | 44.18 | 9°15'22" | 44.14 | N 5°3'38" E |
| C24 | 20.00 | 31.57 | 90°25'58" | 28.39 | N 44°47'1" W |
| C25 | 20.00 | 31.26 | 89°34'2" | 28.18 | N 45°12'59" E |
| C26 | 20.00 | 31.57 | 90°25'58" | 28.39 | N 44°47'1" W |
| C27 | 20.00 | 31.26 | 89°34'2" | 28.18 | S 45°12'59" W |
| C28 | 3180.00 | 70.36 | 1°16'4" | 70.36 | N 79°16'36" W |

80 40 0 80 160 240
Scale 1" = 80'




TYPICAL INTERIOR LOT — TYPICAL CORNER LOT

SETBACK DIAGRAM

## PHASE J PLAT 2 CALCULATIONS

| | |
|---|---|
| TOTAL ACREAGE: | 8.68 ACRES |
| BUILDABLE ACREAGE: | 8.68 ACRES |
| TOTAL ACREAGE IN LOTS: | 6.26 ACRES |
| RIGHT-OF-WAY AREA: | 2.06 ACRES |
| TOTAL OPEN SPACE: | 0.36 ACRES |
| TOTAL IMPROVED OPEN SPACE: | 0.36 ACRES |
| AVERAGE LOT SIZE: | 6,649 SF/0.15 ACRES |
| LARGEST LOT SIZE: | 8,946 SF/0.21 ACRES |
| SMALLEST LOT SIZE: | 5,852 SF/0.13 ACRES |
| OVERALL DENSITY: | 4.72 LOTS/ACRE |
| TOTAL # OF LOTS: | 41 LOTS |

## PLAT NOTES:

1. ALL PUBLIC UDE OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY. PUBLIC USE OPEN SPACE IS A PUBLIC UTILITY EASEMENT.

2. SETBACKS: FRONT=15'
DRIVEWAY=22'
REAR=20'
CORNER=15'
SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)

3. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.

## LOT DRAINAGE NOTES:

1. ALL LOTS ARE TO RETAIN ALL STORM WATER RUNOFF ON THEIR OWN LOT OR STORM WATER CAN BE DISCHARGED FROM THEIR LOT DIRECTLY INTO THE PUBLIC ROADWAY. HOWEVER, NO STORM WATER IS PERMITTED TO DRAIN ONTO AN ADJACENT LOT.

2. ALL ROOF DRAINS FOR NEW HOMES ARE TO BE PIPED TO THE FRONT OF THE HOME SO THAT STORM WATER DISCHARGE FROM THE ROOF WILL DISCHARGE TO THE PUBLIC STREET.

## DIRECT COMMUNICATIONS

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

Brian Barlow 4-20-20
DIRECT COMMUNICATIONS DATE

## ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Mark Steele 4/15/20
ROCKY MOUNTAIN POWER DATE

## DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 20 day of April, 20 20. Dominion Energy

By Kimberly Eldridge
Title Pro-Con Specialist

17184

SURVEYOR: AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

## SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

March 25, 2020 — DATE
AARON D. THOMAS (SEE SEAL BELOW)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°44'57" EAST ALONG SECTION LINE 1706.74 FEET AND NORTH 33.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 05°26'21" EAST, A DISTANCE OF 174.36 FEET; THENCE ALONG THE ARC OF A 3,180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°08'50" FOR 63.67 FEET (CHORD BEARS SOUTH 84°08'30" EAST 63.67 FEET); THENCE NORTH 06°58'53" EAST, A DISTANCE OF 152.65 FEET; THENCE SOUTH 89°34'02" EAST, A DISTANCE OF 23.70 FEET; THENCE NORTH 00°25'58" EAST, A DISTANCE OF 976.93 FEET; THENCE WEST, A DISTANCE OF 40.39 FEET; THENCE NORTH, A DISTANCE OF 99.95 FEET; THENCE EAST, A DISTANCE OF 274.64 FEET; THENCE SOUTH, A DISTANCE OF 99.95 FEET; THENCE EAST, A DISTANCE OF 27.75 FEET; THENCE SOUTH 00°25'58" WEST, A DISTANCE OF 1,045.89 FEET; THENCE SOUTH 11°51'29" WEST, A DISTANCE OF 75.85 FEET; THENCE SOUTH 19°48'44" WEST, A DISTANCE OF 53.57 FEET; THENCE ALONG THE ARC OF A 3,180.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°16'04" FOR 70.36 FEET (CHORD BEARS NORTH 79°16'36" WEST 70.36 FEET); THENCE SOUTH 10°10'57" WEST, A DISTANCE OF 174.94 FEET; THENCE ALONG THE ARC OF A 3,046.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°44'36" FOR 252.21 FEET (CHORD BEARS NORTH 82°11'21" WEST 252.14 FEET) TO THE POINT OF BEGINNING.

CONTAINING 378,084 SQUARE FEET OR 8.6796 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

## EAGLE MOUNTAIN CITY PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

ENT 109585:2020 Ma # 17184
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jul 29 4:30 pm FEE 126.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

AUTHORIZED SIGNATURE(S)

## EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER James R. Patterson, President
Patterson Construction, Inc. 4/22/2020
AUTHORIZED SIGNATURE(S)

## ACKNOWLEDGMENT

On the 22 day of April, 2020 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 01/08/2024 — NOTARY PUBLIC SIGNATURE
709876 — COMMISSION NUMBER
Julie Ann Allen — PRINTED FULL NAME OF NOTARY

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 29 DAY OF July 2020

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY
APPROVED BY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 2
# EAGLE POINT PHASE J
SUBDIVISION
LOCATED IN THE SE CORNER OF SEC 7, TOWNSHIP 6S, RANGE 1W, S.L.B.&M.

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH
SCALE: 1" = 80 FEET

Surveyor's Seal — Notary Public Seal — City Engineer Seal — Clerk-Recorder Seal

Sec 7, T6S, R1W TV 038

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

Thursday, June 9, 2022

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

SUBJECT: **Harmony phase "A" plat 2 out of warranty Bond Release**

City Recorder:

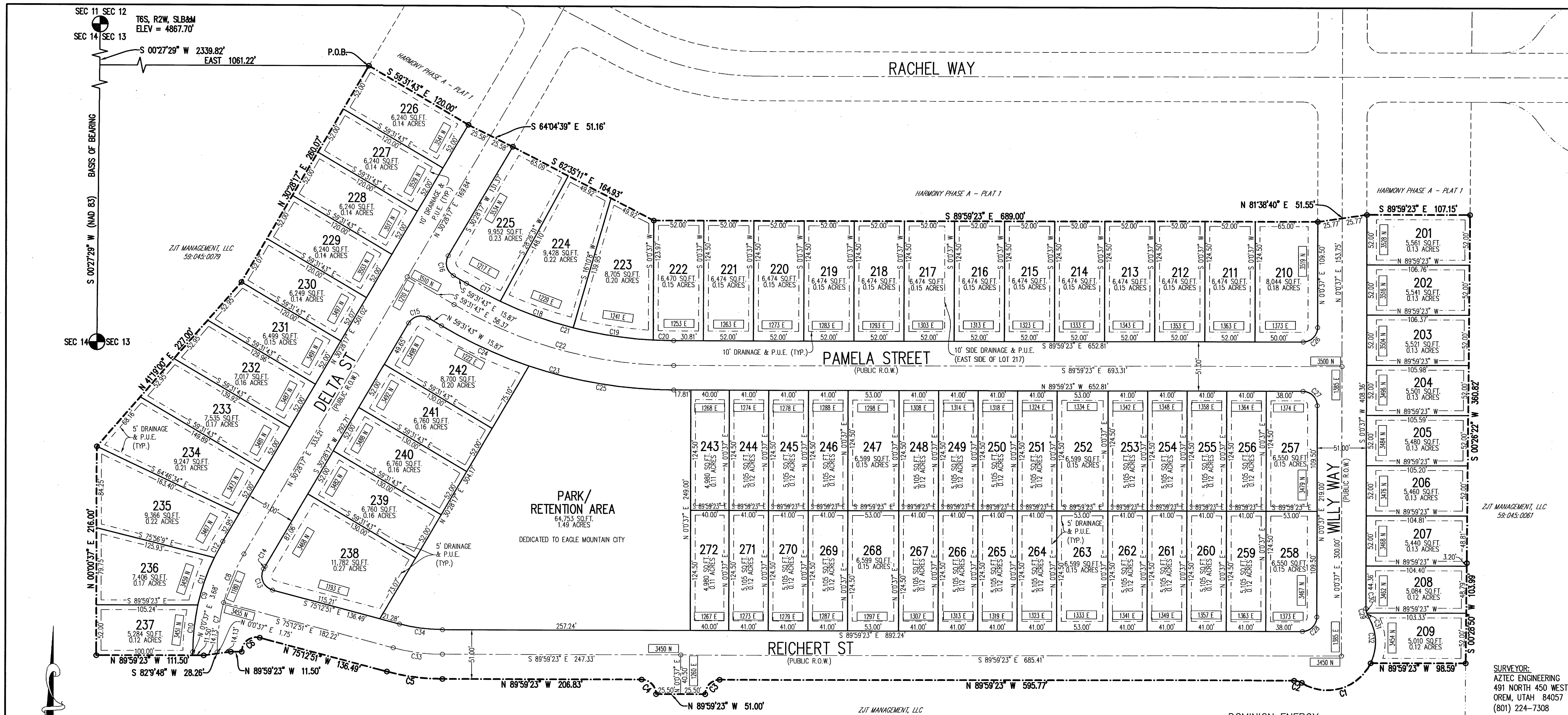
The above referenced subdivision has completed the required one year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder




Scale 1" = 60'

## CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 50.00 | 84.10 | 96°22'5" | 74.53 | S 74°1'50" W |
| C2 | 15.00 | 8.43 | 32°12'15" | 8.32 | N 73°53'15" W |
| C3 | 15.00 | 23.56 | 90°0'0" | 21.21 | S 45°0'37" W |
| C4 | 15.00 | 23.56 | 90°0'0" | 21.21 | N 44°59'23" W |
| C5 | 225.50 | 58.15 | 14°46'32" | 57.99 | N 82°36'7" W |
| C6 | 15.00 | 27.43 | 104°46'32" | 23.76 | S 52°23'53" W |
| C7 | 200.00 | 51.58 | 14°46'32" | 51.43 | N 7°23'53" E |
| C8 | 200.00 | 54.75 | 15°41'8" | 54.58 | N 22°37'43" E |
| C9 | 225.50 | 119.89 | 30°27'40" | 118.48 | N 15°14'27" E |
| C10 | 225.50 | 48.70 | 12°22'28" | 48.61 | N 6°11'51" E |
| C11 | 225.50 | 52.12 | 13°14'30" | 52.00 | N 19°0'20" E |
| C12 | 225.50 | 19.07 | 4°50'41" | 19.06 | N 28°2'56" E |
| C13 | 15.00 | 27.41 | 104°42'34" | 23.75 | N 22°51'34" W |
| C14 | 174.50 | 2.97 | 0°58'34" | 2.97 | N 29°59'0" E |
| C15 | 15.00 | 23.56 | 90°0'0" | 21.21 | N 75°28'17" E |
| C16 | 15.00 | 23.56 | 90°0'0" | 21.21 | S 14°31'43" E |
| C17 | 424.50 | 39.43 | 5°19'21" | 39.42 | S 62°11'23" E |
| C18 | 424.50 | 80.72 | 10°53'40" | 80.59 | S 70°17'53" E |
| C19 | 424.50 | 84.34 | 11°23'0" | 84.20 | S 81°26'13" E |
| C20 | 424.50 | 21.20 | 2°51'40" | 21.20 | S 88°33'33" E |
| C21 | 424.50 | 225.68 | 30°27'40" | 223.04 | S 74°45'33" E |
| C22 | 450.00 | 239.24 | 30°27'41" | 236.43 | S 74°45'33" E |
| C23 | 475.50 | 252.80 | 30°27'40" | 249.83 | S 74°45'33" E |
| C24 | 475.50 | 99.86 | 12°2'0" | 99.68 | S 65°32'43" E |
| C25 | 475.50 | 152.93 | 18°25'40" | 152.28 | S 80°46'33" E |
| C26 | 15.00 | 23.56 | 90°0'0" | 21.21 | N 45°0'37" E |
| C27 | 15.00 | 23.56 | 90°0'0" | 21.21 | S 44°59'23" E |
| C28 | 15.00 | 23.56 | 90°0'0" | 21.21 | S 45°0'37" W |
| C29 | 15.00 | 8.43 | 32°12'15" | 8.32 | S 16°5'31" E |
| C30 | 15.00 | 4.50 | 17°10'54" | 4.48 | N 8°34'50" W |
| C31 | 15.00 | 3.93 | 15°1'21" | 3.92 | S 24°40'57" E |
| C32 | 50.00 | 50.65 | 58°2'26" | 48.51 | S 3°10'25" E |
| C33 | 200.00 | 51.58 | 14°46'32" | 51.43 | N 82°36'7" W |
| C34 | 174.50 | 45.00 | 14°46'32" | 44.88 | N 82°36'7" W |

## PLAT NOTES:

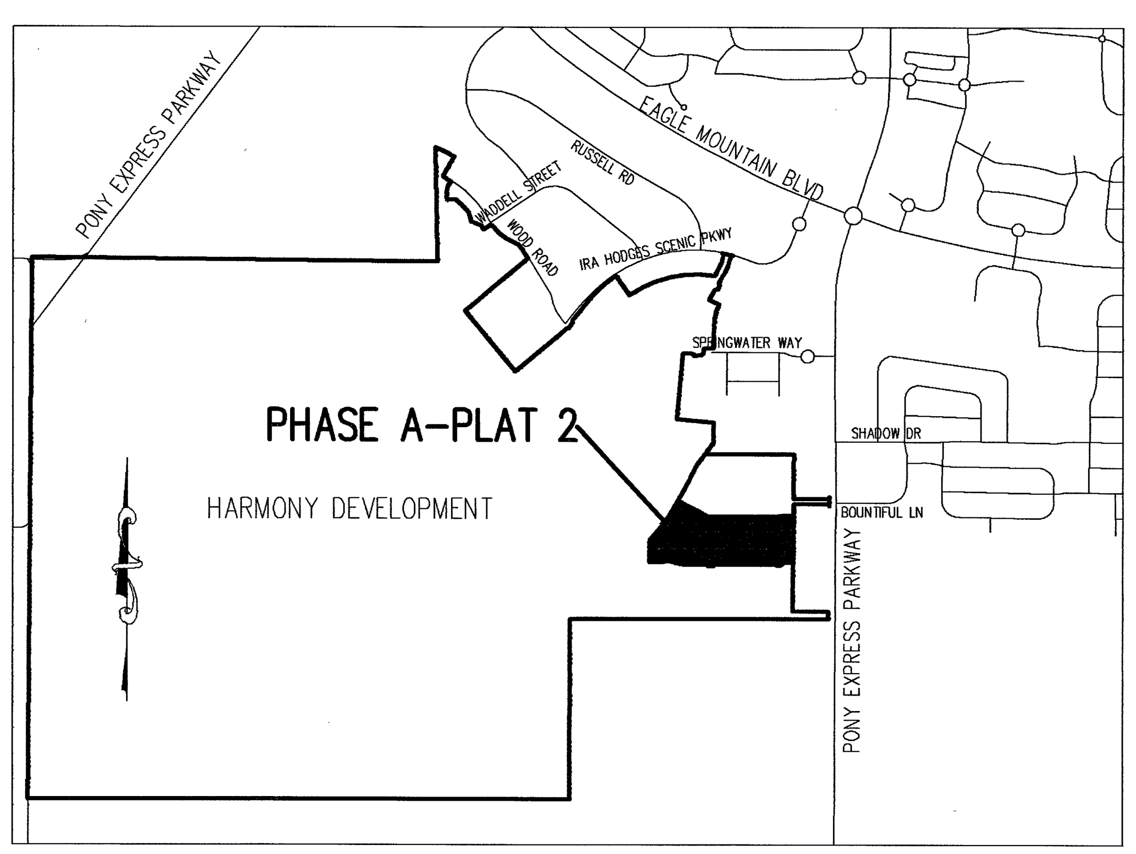
1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

2. IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY, SENDING THE WATER AT LEAST 10 FEET DOWNHILL AWAY FROM THE FOUNDATION (IN CONFORMANCE TO THE CURRENT INTERNATIONAL RESIDENTIAL CODE)

3. NO MORE THAN THREE HOMES OF THE SAME ELEVATION OR COLOR SHALL BE LOCATED ALONG A SINGLE ROW OF HOMES. (PER PARAGRAPH 8 OF THE HARMONY DEVELOPMENT AGREEMENT).

4. SETBACKS: FRONT=15', DRIVEWAY=22', REAR=20', CORNER=15', SIDE=10' TOTAL (MIN. 5' ON ONE SIDE)

5. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.




VICINITY MAP
NTS

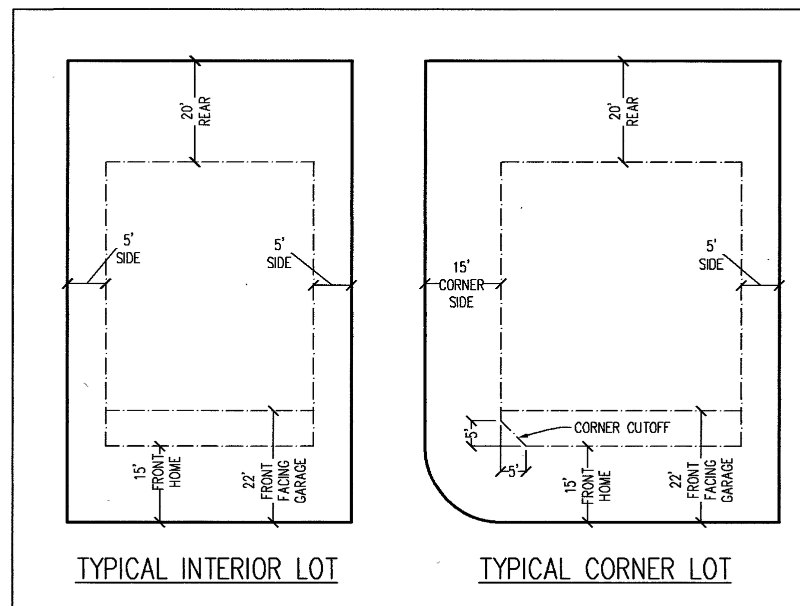
## FIRE NOTE:

SIX (6) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

## PHASE A - PLAT 2 CALCULATIONS

| | |
|---|---|
| TOTAL ACREAGE: | 15.51 ACRES |
| BUILDABLE ACREAGE: | 15.51 ACRES |
| TOTAL ACREAGE IN LOTS: | 10.30 ACRES |
| PUBLIC RIGHT-OF-WAY: | 3.73 ACRES |
| TOTAL OPEN SPACE: | 1.49 ACRES |
| TOTAL IMPROVED OPEN SPACE*: | 1.20 ACRES |
| AVERAGE LOT SIZE: | 6,229 SF/0.14 ACRES |
| LARGEST LOT SIZE: | 11,782 SF/0.27 ACRES |
| SMALLEST LOT SIZE: | 4,980 SF/0.11 ACRES |
| OVERALL DENSITY: | 4.64 LOTS/ACRE |
| TOTAL # OF LOTS: | 72 LOTS |

*25% OF RETENTION BASIN REMOVED FROM TOTAL OPEN SPACE




TYPICAL INTERIOR LOT TYPICAL CORNER LOT

SETBACK DIAGRAM

## DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 6 day of May, 2020. Dominion Energy

By Beverly Eldredge

Title Pre-Con

## ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

[signature] 5/7/20
ROCKY MOUNTAIN POWER DATE

## DIRECT COMMUNICATIONS

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

[signature] 5/6/2020
DIRECT COMMUNICATIONS DATE

## FIRSTDIGITAL TELECOM

FirstDigital Telecom certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the FirstDigital Telecom Utah No.1Tariff.

[signature] 5/8/2020
FIRSTDIGITAL TELECOM DATE

17094

## SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

May 4, 2020 [signature]
DATE AARON D. THOMAS (SEE SEAL BELOW)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 00°27'29" WEST 2339.82 FEET ALONG SECTION LINE AND EAST 1061.22 FEET FROM THE NORTHWEST QUARTER CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 59°31'43" EAST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 64°04'39" EAST, A DISTANCE OF 51.16 FEET; THENCE SOUTH 62°35'11" EAST, A DISTANCE OF 164.93 FEET; THENCE SOUTH 89°59'23" EAST, A DISTANCE OF 689.00 FEET; THENCE NORTH 81°38'40" EAST, A DISTANCE OF 51.55 FEET; THENCE SOUTH 89°59'23" EAST, A DISTANCE OF 107.15 FEET; THENCE SOUTH 00°26'22" WEST, A DISTANCE OF 360.82 FEET; THENCE SOUTH 00°28'50" WEST, A DISTANCE OF 103.99 FEET; THENCE NORTH 89°59'23" WEST, A DISTANCE OF 98.59 FEET; THENCE ALONG THE ARC OF A 50.00 FEET CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°22'05" FOR 84.10 FEET (CHORD BEARS SOUTH 74°01'50" WEST 74.53 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 32°12'15"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 8.43 FEET; THENCE NORTH 89°59'23" WEST, A DISTANCE OF 595.77 FEET; THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 23.56 FEET (CHORD BEARS SOUTH 45°00'37" WEST 21.21 FEET); THENCE NORTH 89°59'23" WEST, A DISTANCE OF 51.00 FEET; THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 23.56 FEET (CHORD BEARS NORTH 44°59'23" WEST 21.21 FEET); THENCE NORTH 89°59'23" WEST, A DISTANCE OF 206.83 FEET; THENCE ALONG THE ARC OF A 225.50 FEET CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°46'32" FOR 58.15 FEET (CHORD BEARS NORTH 82°36'07" WEST 57.99 FEET); THENCE NORTH 75°12'51" WEST, A DISTANCE OF 136.49 FEET; THENCE ALONG THE ARC OF A 15.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 104°46'32" FOR 27.43 FEET (CHORD BEARS SOUTH 52°23'53" WEST 23.76 FEET); THENCE NORTH 89°59'23" WEST, A DISTANCE OF 11.50 FEET; THENCE SOUTH 82°09'48" WEST, A DISTANCE OF 28.26 FEET; THENCE NORTH 89°59'23" WEST, A DISTANCE OF 111.50 FEET; THENCE NORTH 00°00'37" EAST, A DISTANCE OF 216.00 FEET; THENCE NORTH 41°19'00" EAST, A DISTANCE OF 227.00 FEET; THENCE NORTH 30°28'17" EAST, A DISTANCE OF 260.07 FEET TO THE POINT OF BEGINNING.
CONTAINING 675,585.89 SQUARE FEET OR 15.5093 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

## EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER EM Harmony Development LLC

AUTHORIZED SIGNATURE(S) [signature], manager 5/14/2020
Tiffany Walden

ENT 74984:2020 Map # 17094
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jun 01 4:27 pm FEE 194.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

## ACKNOWLEDGMENT

On the 14 day of May, 2020, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 3/9/24 [signature]
NOTARY PUBLIC SIGNATURE

711066 Fionnuala B. Kofoed
COMMISSION NUMBER PRINTED FULL NAME OF NOTARY

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 20 DAY OF May 2020

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

[signature] [signature]
APPROVED BY ENGINEER (SEE SEAL BELOW) ATTEST BY CITY RECORDER (SEE SEAL BELOW)

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ______
DAY OF ______ A.D., 20____.

______
CITY ATTORNEY

FINAL PLAT 2

# HARMONY PHASE A

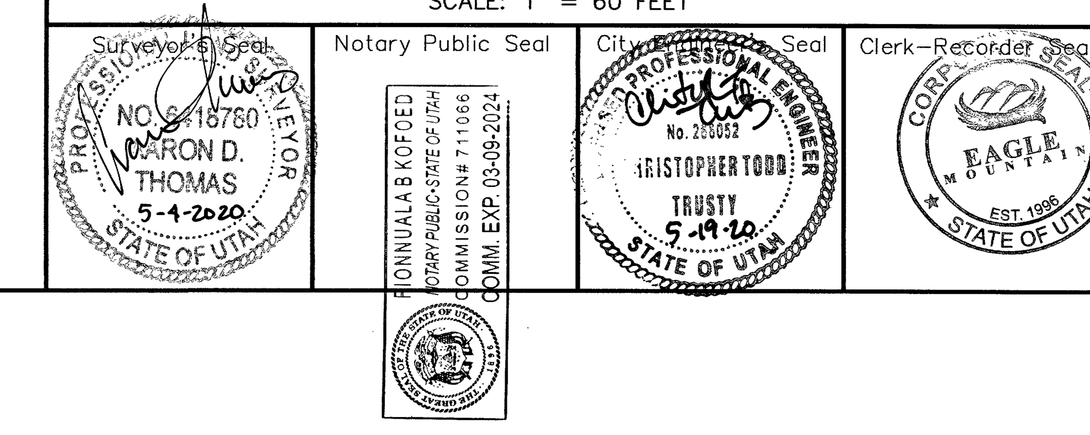
SUBDIVISION

LOCATED IN THE NW CORNER OF SEC 13, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

| Surveyor's Seal | Notary Public Seal | City Engineer's Seal | Clerk-Recorder Seal |
|---|---|---|---|




SEC 13 6 2W
TL 038 JT

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

Monday, June 13, 2022

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

SUBJECT: **Silverlake plat 21 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

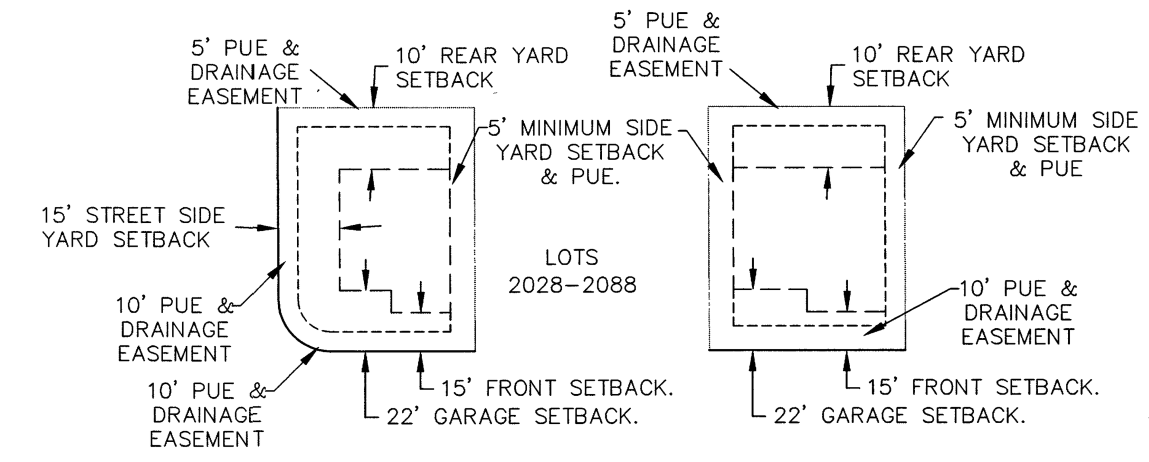
# SILVERLAKE PLAT "21"

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

0 60 120 180

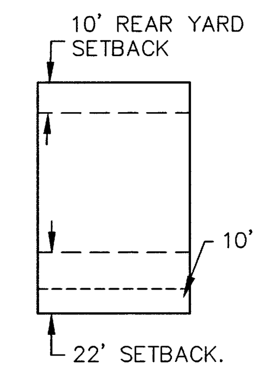
SCALE: 1" = 60'

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C1 | 23.56 | 15.00 | 90°00'00" | 21.21 | N44°48'40"W |
| C2 | 23.56 | 15.00 | 90°00'00" | 21.21 | N45°11'20"E |
| C3 | 42.56 | 273.50 | 8°55'01" | 42.52 | N04°16'11"W |
| C4 | 48.84 | 326.50 | 8°34'16" | 48.80 | N04°26'33"W |
| C5 | 23.48 | 15.00 | 89°40'05" | 21.15 | N44°59'27"W |
| C6 | 23.56 | 15.00 | 89°59'10" | 21.21 | N45°10'55"E |
| C7 | 23.44 | 15.00 | 89°32'20" | 21.13 | S44°34'50"E |
| C8 | 66.49 | 835.00 | 4°33'45" | 66.48 | S87°04'07"E |
| C9 | 309.82 | 786.50 | 22°34'11" | 307.82 | S73°11'31"E |
| C10 | 413.98 | 813.50 | 29°09'26" | 409.53 | S76°29'08"E |
| C11 | 32.99 | 842.00 | 2°14'43" | 32.99 | N87°48'47"E |




SETBACK AND EASEMENT DETAIL

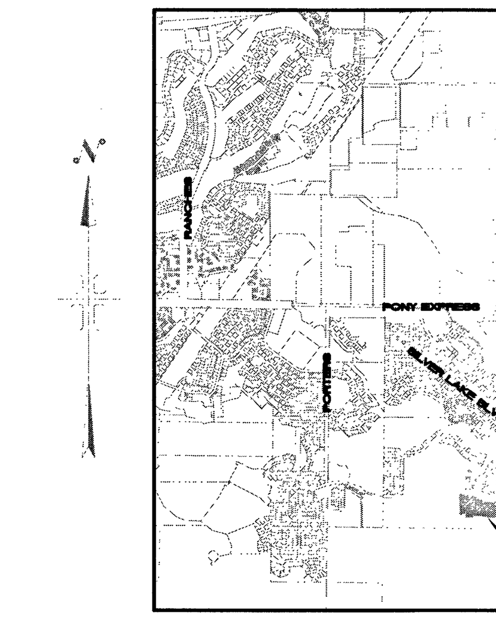
-NTS-




SETBACK & EASEMENT DETAIL

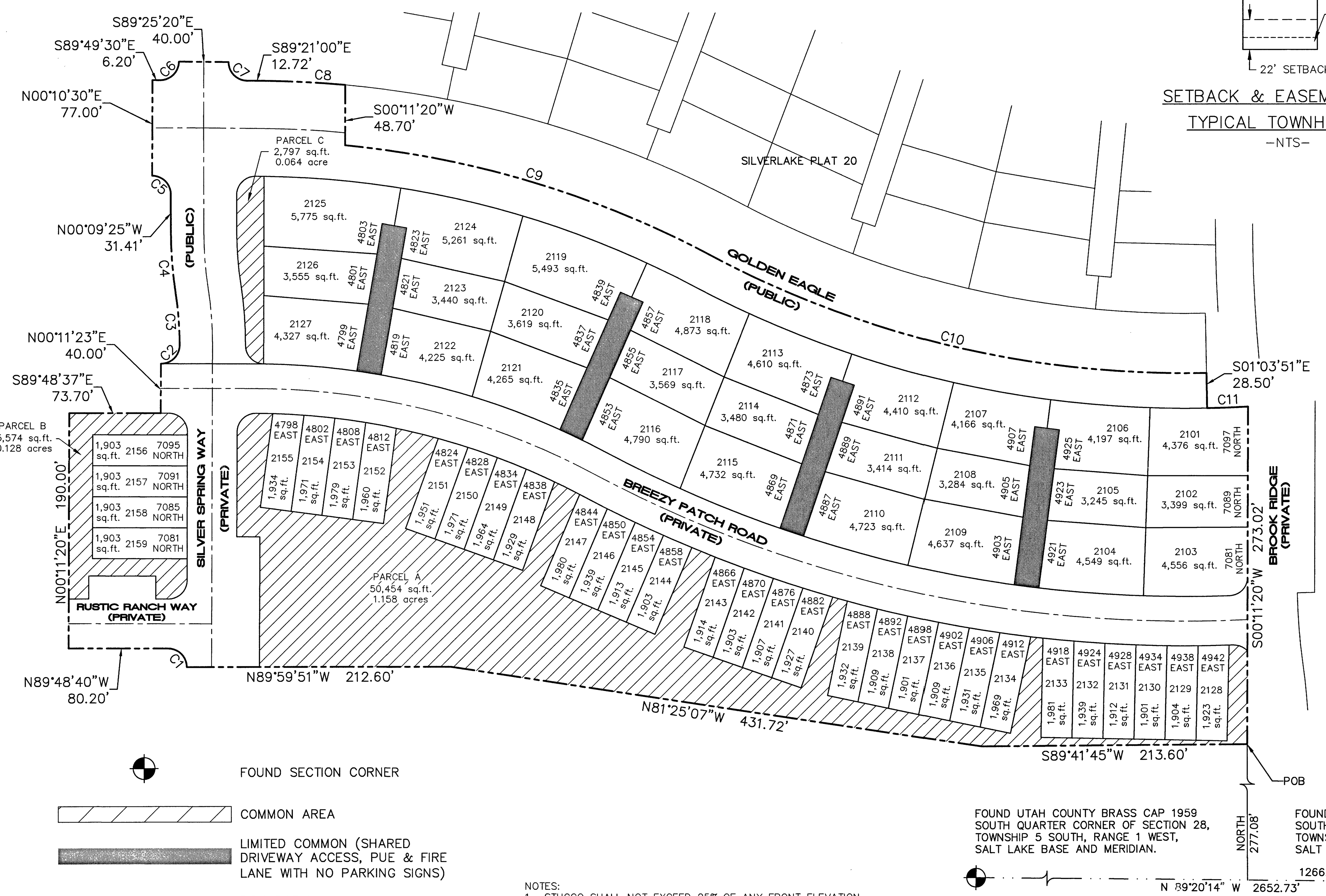
TYPICAL TOWNHOME LOT

-NTS-




VICINITY MAP

NTS




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

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

FOUND SECTION CORNER

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

ROAD CENTER LINE

NOTES:
1– STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2– ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3– COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE PER AGREEMENT.

DOMINION GAS COMPANY APPROVAL

Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion's right-of-way department at 1-800-366-8532

Approved this 29 day of April 2020 Dominion Gas Company

By: [signature] Title: Pre-Con

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

[signature] 4/29/20
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

[signature] 4/29/20
DIRECT COMMUNICATIONS DATE

| LAND USE | |
|---|---|
| ACREAGE: | 7.772 acres |
| ACREAGE IN LOTS: | 4.057 acres |
| ACREAGE IN ROADS: | 2.634 acres |
| SINGLE FAMILY LOTS: | 27 LOTS |
| AVE. SINGLE FAMILY LOT: | 4,258 |
| TOWNHOME UNITS: | 32 LOTS |
| TOTAL LOTS: | 59 LOTS |
| LARGEST SINGLE FAMILY LOT: | 5,775 SF |
| SMALLEST SINGLE FAMILY LOT: | 3,245 SF |
| UNIT DENSITY: | 7.59 LOTS PER ACRE |

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

17077 1 of 2

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "21" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 1266.31 feet along the section line and North 277.08 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°41'45" West 213.60 feet; thence North 81°25'07" West 431.72 feet; thence North 89°59'51" West 212.60 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 89°48'40" West 80.20 feet; thence North 00°11'20" East 190.00 feet; thence South 89°48'37" East 73.70 feet; thence North 00°11'23" East 40.00 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 21.21 feet; thence Northerly 42.56 feet along the arc of a 273.50 foot radius curve to the left, through a central angle of 08°55'01" the chord of which bears North 04°16'11" West 42.52 feet; thence Northerly 48.84 feet along the arc of a 326.50 foot radius curve to the right, through a central angle of 08°34'16" the chord of which bears North 04°26'33" West 48.80 feet; thence North 00°09'25" West 31.41 feet; thence Northwesterly 23.48 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°40'05" the chord of which bears North 44°59'27" West 21.15 feet; thence North 00°10'30" East 77.00 feet; thence South 89°49'30" East 6.20 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°59'10" the chord of which bears North 45°10'55" East 21.21 feet; thence South 89°25'20" East 40.00 feet; thence Southwesterly 23.44 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°32'20" the chord of which bears South 44°34'50" East 21.13 feet; thence South 89°21'00' East 12.72 feet; thence Southeasterly 66.49 feet along the arc of a 835 foot radius curve to the right, through a central angle of 04°33'45" the chord of which bears South 87°04'07" East 66.48 feet; thence South 00°11'20" West 48.70 feet; thence Southeasterly 309.82 feet along the arc of a 786.50 foot radius curve to the right, through a central angle of 22°34'11" the chord of which bears South 73°11'31" East 307.82 feet; thence Southeasterly 413.98 feet along the arc of a 813.50 foot radius curve to the left, through a central angle of 29°09'26" the chord of which bears South 76°29'08" East 409.53 feet; thence South 01°03'51" East 28.50 feet; thence Easterly 32.99 feet along the arc of a 842 foot radius curve to the left, through a central angle of 02°14'43" the chord of which bears North 87°48'47" East 32.99 feet; thence South 00°11'20" West 273.02 feet to the point of beginning.

Parcel contains: 7.772 acres

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

Pursuant to Utah Code 10-9a-604(8) the owner conveys parcels A, B & C to Silver Lake Master Homeowners Association PO Box #179, Lehi UT 84043

April 21, 2020 [signature]
DATE SURVEYOR (See Seal Below)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. 4/27/2020

OWNER(S):

PRINTED NAME OF OWNER: Nate Hutchinson, President Rockcress Development Inc.

AUTHORIZED SIGNATURE(S): [signature]

ACKNOWLEDGEMENT

ENT 69146:2020 Map # 17077
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 May 21 1:22 pm FEE 224.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

STATE OF UTAH )
: S.S.
COUNTY OF UTAH )

On the 27th day of April, 2020, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 10.10.22 NOTARY PUBLIC SIGNATURE [signature]

702762 Rachel Wilson
COMMISSION NUMBER PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 20 day of May, 2020

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

APPROVED BY CITY ENGINEER (See Seal Below) [signature] ATTEST BY CITY RECORDER (See Seal Below) [signature]

PLAT "21"
SHEET 1 OF 2

# SILVERLAKE

A RESIDENTIAL SUBDIVISION

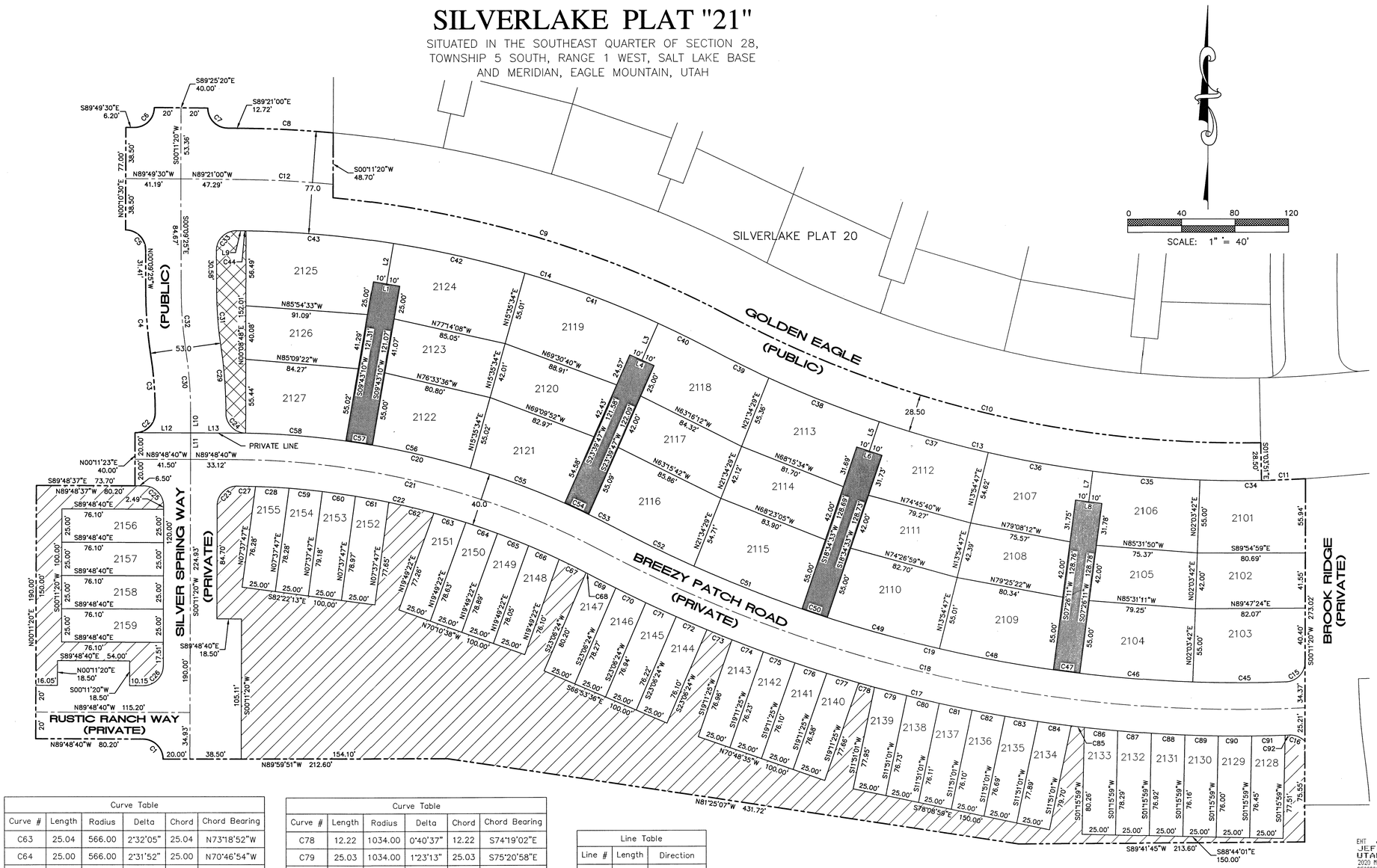
EAGLE MOUNTAIN UTAH COUNTY, UTAH

| SURVEYOR SEAL | NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CLERK-RECORDED SEAL |
|---|---|---|---|
| PROFESSIONAL LAND SURVEYOR 4-21-20 No. 5152741 TRAVIS TRANE STATE OF UTAH | RACHEL WILSON NOTARY PUBLIC • STATE OF UTAH My Commission Expires October 10, 2022 COMMISSION NUMBER 702762 | LICENSED PROFESSIONAL ENGINEER CHRISTOPHER TOUT STATE OF UTAH 5-11-20 | CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH |

SEC 28.5.1W TN 038 UT

# SILVERLAKE PLAT "21"

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




| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C1 | 23.56 | 15.00 | 90°00'00" | 21.21 | N44°48'40"W |
| C2 | 23.56 | 15.00 | 90°00'00" | 21.21 | N45°11'20"E |
| C3 | 42.56 | 273.50 | 8°55'01" | 42.52 | N04°16'11"W |
| C4 | 48.84 | 326.50 | 8°34'16" | 48.80 | N04°26'33"W |
| C5 | 23.48 | 15.00 | 89°40'05" | 21.15 | N44°59'27"W |
| C6 | 23.56 | 15.00 | 89°59'10" | 21.21 | N45°10'55"E |
| C7 | 23.44 | 15.00 | 89°32'20" | 21.13 | S44°34'50"E |
| C8 | 66.49 | 835.00 | 4°33'45" | 66.48 | S87°04'07"E |
| C9 | 309.82 | 786.50 | 22°34'11" | 307.82 | S73°11'31"E |
| C10 | 413.98 | 813.50 | 29°09'26" | 409.53 | S76°29'08"E |
| C11 | 32.99 | 842.00 | 2°14'43" | 32.99 | N87°48'47"E |
| C12 | 66.81 | 796.50 | 4°48'22" | 66.79 | N86°56'49"W |
| C13 | 428.49 | 842.00 | 29°09'26" | 423.88 | S76°29'08"E |
| C14 | 363.06 | 758.00 | 27°26'35" | 359.60 | N75°37'42"W |
| C15 | 23.00 | 15.00 | 87°52'14" | 20.82 | N44°07'27"E |
| C16 | 12.77 | 15.00 | 48°46'08" | 12.39 | N67°38'19"W |
| C17 | 543.50 | 1034.00 | 30°06'58" | 537.26 | S76°57'54"E |
| C18 | 545.24 | 1014.00 | 30°48'31" | 538.69 | S77°18'41"E |
| C19 | 521.04 | 994.00 | 30°02'01" | 515.10 | S76°55'26"E |
| C20 | 286.96 | 606.00 | 27°07'52" | 284.29 | N75°28'21"W |
| C21 | 285.39 | 586.00 | 27°54'15" | 282.58 | N75°51'33"W |
| C22 | 273.72 | 566.00 | 27°42'32" | 271.07 | N75°45'41"W |
| C23 | 23.61 | 15.00 | 90°11'42" | 21.25 | S45°17'11"W |
| C24 | 23.36 | 15.00 | 89°14'12" | 21.07 | S44°25'12"E |
| C25 | 23.56 | 15.00 | 89°59'57" | 21.21 | N44°48'39"W |
| C26 | 23.56 | 15.00 | 90°00'00" | 21.21 | N45°11'20"E |
| C27 | 13.71 | 566.00 | 1°23'16" | 13.71 | N88°55'20"W |
| C28 | 25.08 | 566.00 | 2°32'21" | 25.08 | N86°57'32"W |
| C29 | 50.87 | 326.50 | 8°55'35" | 50.82 | N04°15'54"W |
| C30 | 46.69 | 300.00 | 8°55'01" | 46.64 | N04°16'11"W |
| C31 | 40.91 | 273.50 | 8°34'16" | 40.88 | S04°26'33"E |
| C32 | 44.88 | 300.00 | 8°34'16" | 44.84 | S04°26'33"E |
| C33 | 23.77 | 15.00 | 90°48'25" | 21.36 | S45°14'48"W |
| C34 | 78.93 | 842.00 | 5°22'16" | 78.90 | N89°22'34"E |
| C35 | 80.24 | 842.00 | 5°27'36" | 80.21 | S85°12'30"E |
| C36 | 79.40 | 842.00 | 5°24'10" | 79.37 | S79°46'37"E |
| C37 | 84.83 | 842.00 | 5°46'21" | 84.80 | S74°11'21"E |
| C38 | 88.85 | 842.00 | 6°02'45" | 88.81 | S68°16'48"E |
| C39 | 49.23 | 842.00 | 3°21'00" | 49.22 | S63°34'55"E |
| C40 | 43.08 | 758.00 | 3°15'22" | 43.07 | N63°32'06"W |
| C41 | 106.71 | 758.00 | 8°03'57" | 106.62 | N69°11'46"W |
| C42 | 100.80 | 758.00 | 7°37'09" | 100.72 | N77°02'19"W |
| C43 | 110.52 | 758.00 | 8°21'13" | 110.42 | N85°01'30"W |
| C44 | 1.96 | 758.00 | 0°08'54" | 1.96 | N89°16'33"W |
| C45 | 69.44 | 994.00 | 4°00'09" | 69.42 | S89°56'22"E |
| C46 | 84.49 | 994.00 | 4°52'13" | 84.47 | S85°30'11"E |
| C47 | 20.00 | 994.00 | 1°09'10" | 20.00 | S82°29'30"E |
| C48 | 86.58 | 994.00 | 4°59'27" | 86.56 | S79°25'11"E |
| C49 | 87.20 | 994.00 | 5°01'35" | 87.17 | S74°24'40"E |
| C50 | 20.00 | 994.00 | 1°09'10" | 20.00 | S71°19'18"E |
| C51 | 86.80 | 994.00 | 5°00'12" | 86.77 | S68°14'37"E |
| C52 | 66.53 | 994.00 | 3°50'06" | 66.52 | S63°49'28"E |
| C53 | 21.31 | 606.00 | 2°00'55" | 21.31 | N62°54'52"W |
| C54 | 20.01 | 606.00 | 1°53'30" | 20.01 | N64°52'05"W |
| C55 | 75.30 | 606.00 | 7°07'10" | 75.25 | N69°22'25"W |
| C56 | 75.21 | 606.00 | 7°06'40" | 75.16 | N76°29'20"W |
| C57 | 20.00 | 606.00 | 1°53'28" | 20.00 | N80°59'24"W |
| C58 | 75.12 | 606.00 | 7°06'09" | 75.07 | N85°29'13"W |
| C59 | 25.02 | 566.00 | 2°31'57" | 25.02 | N84°25'23"W |
| C60 | 25.00 | 566.00 | 2°31'52" | 25.00 | N81°53'28"W |
| C61 | 25.04 | 566.00 | 2°32'04" | 25.03 | N79°21'30"W |
| C62 | 34.67 | 566.00 | 3°30'34" | 34.66 | N76°20'12"W |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C63 | 25.04 | 566.00 | 2°32'05" | 25.04 | N73°18'52"W |
| C64 | 25.00 | 566.00 | 2°31'52" | 25.00 | N70°46'54"W |
| C65 | 25.02 | 566.00 | 2°31'57" | 25.01 | N68°15'00"W |
| C66 | 25.08 | 566.00 | 2°32'19" | 25.08 | N65°42'52"W |
| C67 | 22.52 | 566.00 | 2°16'48" | 22.52 | N63°18'18"W |
| C68 | 2.55 | 566.00 | 0°15'29" | 2.55 | N62°02'10"W |
| C69 | 22.53 | 1034.00 | 1°14'54" | 22.53 | S62°31'52"E |
| C70 | 25.04 | 1034.00 | 1°23'14" | 25.04 | S63°50'56"E |
| C71 | 25.01 | 1034.00 | 1°23'09" | 25.01 | S65°14'08"E |
| C72 | 25.00 | 1034.00 | 1°23'07" | 25.00 | S66°37'16"E |
| C73 | 20.24 | 1034.00 | 1°07'18" | 20.24 | S67°52'28"E |
| C74 | 25.01 | 1034.00 | 1°23'09" | 25.01 | S69°07'42"E |
| C75 | 25.00 | 1034.00 | 1°23'07" | 25.00 | S70°30'50"E |
| C76 | 25.01 | 1034.00 | 1°23'08" | 25.00 | S71°53'58"E |
| C77 | 25.02 | 1034.00 | 1°23'12" | 25.02 | S73°17'08"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C78 | 12.22 | 1034.00 | 0°40'37" | 12.22 | S74°19'02"E |
| C79 | 25.03 | 1034.00 | 1°23'13" | 25.03 | S75°20'58"E |
| C80 | 25.01 | 1034.00 | 1°23'09" | 25.01 | S76°44'09"E |
| C81 | 25.00 | 1034.00 | 1°23'07" | 25.00 | S78°07'16"E |
| C82 | 25.01 | 1034.00 | 1°23'09" | 25.01 | S79°30'24"E |
| C83 | 25.03 | 1034.00 | 1°23'13" | 25.03 | S80°53'35"E |
| C84 | 25.07 | 1034.00 | 1°23'20" | 25.07 | S82°16'52"E |
| C85 | 9.88 | 1034.00 | 0°32'51" | 9.88 | S83°14'57"E |
| C86 | 25.08 | 1034.00 | 1°23'23" | 25.08 | S84°13'05"E |
| C87 | 25.04 | 1034.00 | 1°23'15" | 25.04 | S85°36'23"E |
| C88 | 25.01 | 1034.00 | 1°23'09" | 25.01 | S86°59'35"E |
| C89 | 25.00 | 1034.00 | 1°23'07" | 25.00 | S88°22'44"E |
| C90 | 25.00 | 1034.00 | 1°23'08" | 25.00 | S89°45'51"E |
| C91 | 25.02 | 1034.00 | 1°23'12" | 25.02 | N88°50'59"E |
| C92 | 3.24 | 1034.00 | 0°10'46" | 3.24 | N88°04'00"E |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 20.00 | S80°16'50"E |
| L2 | 30.90 | N09°42'43"E |
| L3 | 30.29 | N23°39'19"E |
| L4 | 20.00 | S66°20'13"E |
| L5 | 23.24 | N18°34'06"E |
| L6 | 20.00 | S71°25'27"E |
| L7 | 23.18 | N07°25'43"E |
| L8 | 20.00 | S82°33'49"E |
| L9 | 5.04 | S89°21'00"E |
| L10 | 15.03 | S00°11'20"W |
| L11 | 19.97 | S00°11'20"W |
| L12 | 41.50 | S89°46'23"E |
| L13 | 41.30 | S89°46'23"E |

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

ROAD CENTER LINE

17077 2 of 2

ENT 69146:2020 Map # 17077
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 May 21 1:22 pm FEE 224.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

PLAT "21"
SHEET 2 OF 2

## SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

PROFESSIONAL ENGINEER SEAL — NO. 515274 — 5-21-20 — TRAVIS HAWKE — STATE OF UTAH

NOTARY PUBLIC SEAL

CITY APPROVED ENGINEER SEAL — LICENSED PROFESSIONAL ENGINEER — NO. 366032 — CHRISTOPHER TODD JRUSTY — 5-11-20 — STATE OF UTAH

CLERK-RECORDED SEAL

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

Monday, June 13, 2022

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

SUBJECT: **Silverlake plat 22 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

# SILVERLAKE PLAT "22"

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

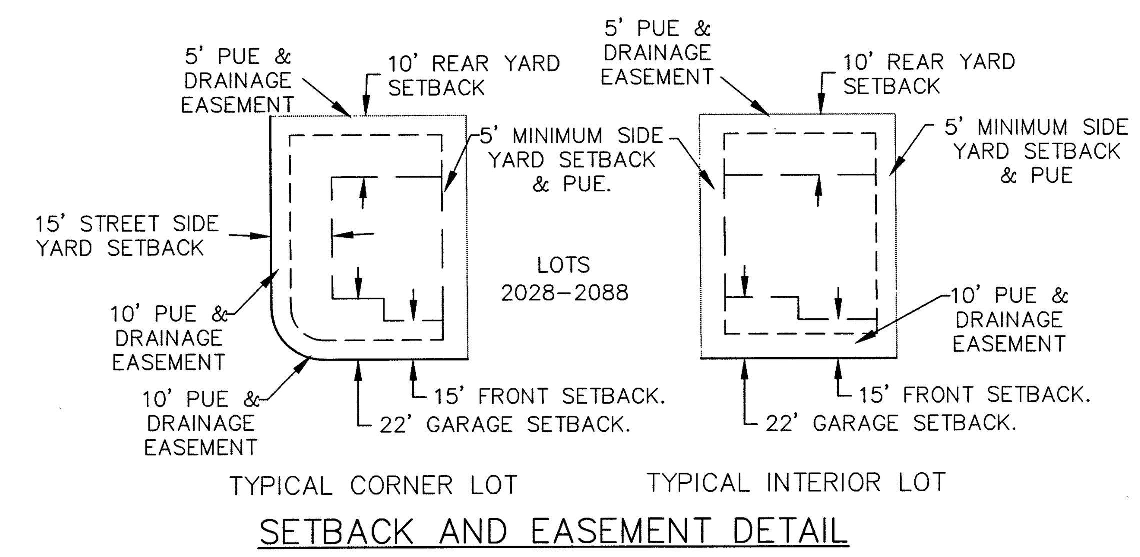
| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C1 | 23.62 | 15.00 | 90°12'21" | 21.25 | S45°17'30"W |
| C2 | 23.42 | 15.00 | 89°27'30" | 21.11 | N44°32'25"W |
| C3 | 23.70 | 15.00 | 90°32'30" | 21.31 | N45°27'35"E |
| C4 | 23.56 | 15.00 | 90°00'00" | 21.21 | N44°48'40"W |
| C5 | 23.56 | 15.00 | 90°00'00" | 21.21 | N45°11'20"E |
| C6 | 23.57 | 15.00 | 90°00'50" | 21.22 | N44°49'05"W |
| C7 | 23.56 | 15.00 | 89°59'10" | 21.21 | N45°10'55"E |
| C8 | 23.57 | 15.00 | 90°00'50" | 21.22 | S44°49'05"E |
| C9 | 23.48 | 15.00 | 89°40'05" | 21.15 | S44°59'27"E |
| C10 | 48.84 | 326.50 | 8°34'16" | 48.80 | S04°26'33"E |
| C11 | 42.56 | 273.50 | 8°55'01" | 42.52 | S04°16'11"E |
| C12 | 23.56 | 15.00 | 90°00'00" | 21.21 | S45°11'20"W |
| C13 | 23.56 | 15.00 | 89°59'10" | 21.21 | S45°10'55"W |
| C14 | 12.35 | 15.00 | 47°10'55" | 12.01 | S23°23'12"E |
| C15 | 12.34 | 15.00 | 47°09'04" | 12.00 | N23°46'48"E |
| C16 | 12.35 | 15.00 | 47°10'55" | 12.01 | S23°23'12"E |
| C17 | 12.34 | 15.00 | 47°09'04" | 12.00 | N23°46'48"E |
| C18 | 12.35 | 15.00 | 47°10'55" | 12.01 | S23°23'12"E |
| C19 | 23.56 | 15.00 | 90°00'00" | 21.21 | S45°11'20"W |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C20 | 23.56 | 15.00 | 90°00'00" | 21.21 | S44°48'40"E |
| C21 | 23.56 | 15.00 | 90°00'00" | 21.21 | S45°11'20"W |
| C22 | 23.51 | 15.00 | 89°47'39" | 21.18 | N44°42'30"W |
| C23 | 23.62 | 15.00 | 90°12'20" | 21.25 | N45°17'30"E |
| C24 | 23.51 | 15.00 | 89°47'39" | 21.18 | S44°42'30"E |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 2.81 | S89°49'30"E |
| L2 | 10.29 | S89°48'40"E |
| L3 | 20.00 | S89°48'40"E |
| L4 | 20.00 | N89°49'30"W |
| L5 | 20.00 | N89°49'30"W |
| L6 | 30.25 | N00°11'48"E |
| L7 | 30.25 | N00°11'48"E |
| L8 | 30.24 | N00°11'46"E |
| L9 | 20.00 | S00°02'04"W |
| L10 | 20.00 | S00°02'04"W |

0 40 80 120

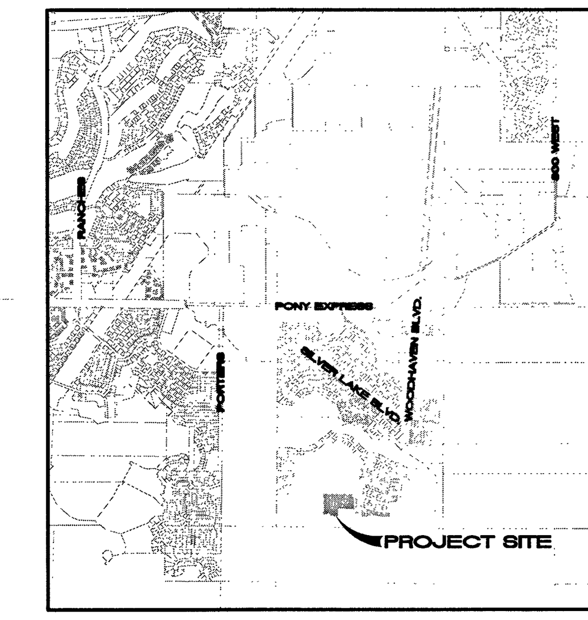
SCALE: 1" = 40'




TYPICAL CORNER LOT TYPICAL INTERIOR LOT

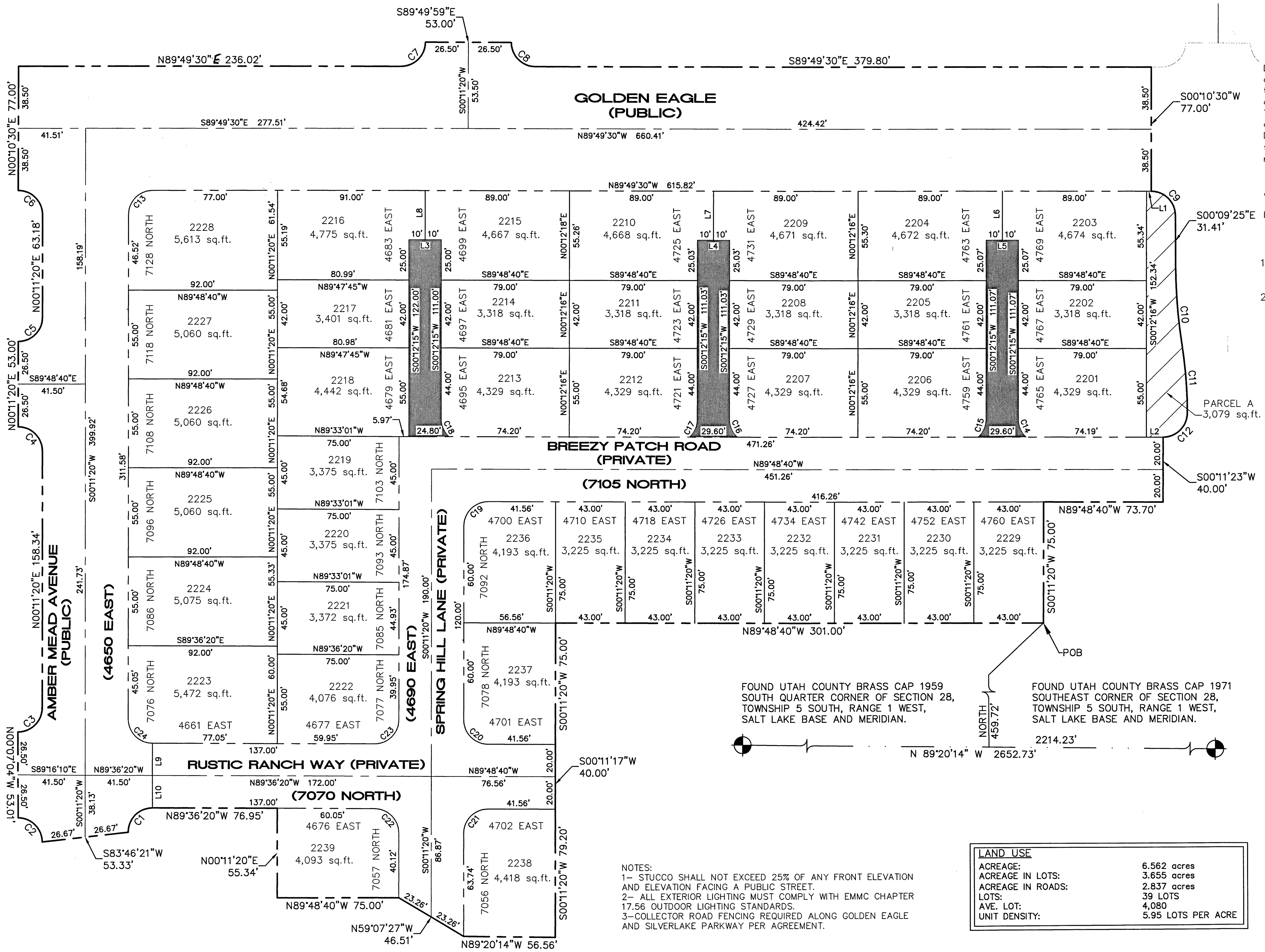
SETBACK AND EASEMENT DETAIL

–NTS–




VICINITY MAP

NTS




NOTES:
1– STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2– ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3–COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE AND SILVERLAKE PARKWAY PER AGREEMENT.

| LAND USE | |
|---|---|
| ACREAGE: | 6.562 acres |
| ACREAGE IN LOTS: | 3.655 acres |
| ACREAGE IN ROADS: | 2.837 acres |
| LOTS: | 39 LOTS |
| AVE. LOT: | 4,080 |
| UNIT DENSITY: | 5.95 LOTS PER ACRE |

DOMINION GAS COMPANY APPROVAL

Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion's right-of-way department at 1-800-366-8532

Approved this 19 day of August 2020 Dominion Gas Company

By: [signature] Title: Pre. Con

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

[signature] 8/19/20
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

[signature] 8/19/2020
DIRECT COMMUNICATIONS DATE

FOUND SECTION CORNER

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

ROAD CENTER LINE

EASEMENT LINE

17236

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

## SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "22" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

## BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 2214.23 feet along the section line and North 459.72 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°48'40" West 301.00 feet; thence South 00°11'20" West 75.00 feet; thence South 00°11'17" West 40.00 feet; thence South 00°11'20" West 79.20 feet; thence North 89°20'14" West 56.56 feet; thence North 59°07'27"West 46.51 feet; thence North 89°48'40" West 75.00 feet; thence North 00°11'20" East 55.34 feet; thence North 89°36'20" West 76.95 feet; thence Southwesterly 23.62 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°12'21" the chord of which bears South 45°17'30" West 21.25 feet; thence South 83°46'21" West 53.33 feet; thence Northwesterly 23.42 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°27'30" the chord of which bears North 44°32'25" West 21.11 feet; thence North 00°07'04" West 53.01 feet; thence Northeasterly 23.70 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°32'30" the chord of which bears North 45°27'35" East 21.31 feet; thence North 00°11'20" East 158.34 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 00°11'20" East 53.00 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 21.21 feet; thence North 00°11'20" East 63.18 feet; thence Northwesterly 23.57 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'50" the chord of which bears North 44°49'05" West 21.22 feet; thence North 00°10'30" East 77.00 feet; thence South 89°49'30" East 236.02 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°59'10" the chord of which bears North 45°10'55" East 21.21 feet; thence South 89°49'58" East 53.00 feet; thence Southeasterly 23.57 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'50" the chord of which bears South 44°49'05" East 21.22 feet; thence South 89°49'30" East 379.80 feet; thence South 00°10'30" West 77.00 feet; thence Southeasterly 23.48 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°40'05" the chord of which bears South 44°59'27" East 21.15 feet; thence South 00°09'25" East 31.41 feet; thence Southerly 48.84 feet along the arc of a 326.50 foot radius curve to the left, through a central angle of 08°34'16" the chord of which bears South 04°26'33" East 48.80 feet; thence Southerly 42.56 feet along the arc of a 273.50 foot radius curve to the right, through a central angle of 08°55'01" the chord of which bears South 04°16'11" East 42.52 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°11'20" West 21.21 feet; thence South 00°11'23" West 40.00 feet; thence North 89°48'40" West 73.70 feet; thence South 00°11'20" West 75.00 feet to the point of beginning.
Parcel contains: 6.562 acres

Aug 18, 2020 [signature]
DATE SURVEYOR (See Seal Below)

## OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

Nate Hutchinson, President Rockcress Development Inc. [signature]

Aug 18, 2020

## ACKNOWLEDGEMENT

STATE OF UTAH )
: S.S.
COUNTY OF UTAH )

On the 18th day of August, 2020 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 10·10·22 [signature]
NOTARY PUBLIC SIGNATURE

702762 Rachel Wilson
COMMISSION NUMBER PRINTED NAME OF NOTARY

## ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 25 day of August, 20

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

[signature] [signature]
APPROVED BY CITY ENGINEER (See Seal Below) ATTEST BY CITY RECORDER (See Seal Below)

*PLAT "22"*

**SILVERLAKE**

*A RESIDENTIAL SUBDIVISION*

EAGLE MOUNTAIN UTAH COUNTY, UTAH

RECORDING INFORMATION
ENT 130818:2020 Map # 17236
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Aug 28 3:34 pm FEE 130.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR SEAL: PROFESSIONAL LAND SURVEYOR 8-18-20 No. 5152741 TRAVIS TRANE STATE OF UTAH

NOTARY PUBLIC SEAL: RACHEL WILSON NOTARY PUBLIC • STATE OF UTAH My Commission Expires October 10, 2022 COMMISSION NUMBER 702762

CITY ENGINEER SEAL: PROFESSIONAL ENGINEER CHRISTOPHER TODD TRUSTY 8-27-20 STATE OF UTAH

CLERK-RECORDED SEAL

Sec28, T5S, R1W TU 038

JT

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

Monday, June 13, 2022

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

SUBJECT: **Silverlake plat 26 out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

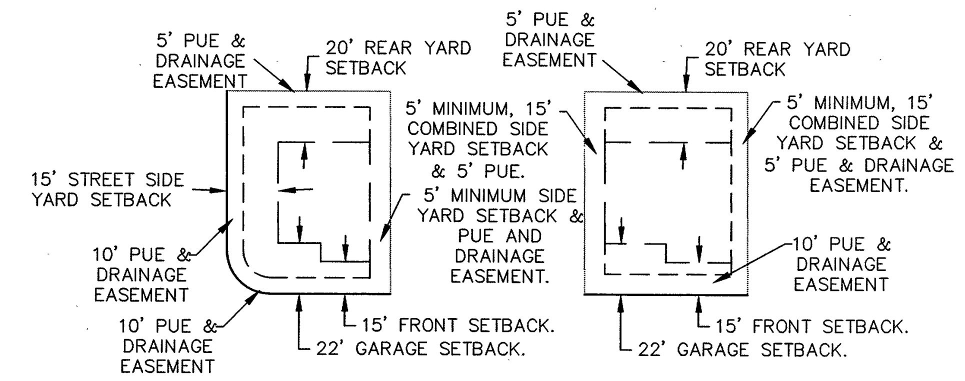
# SILVERLAKE PLAT "26"

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

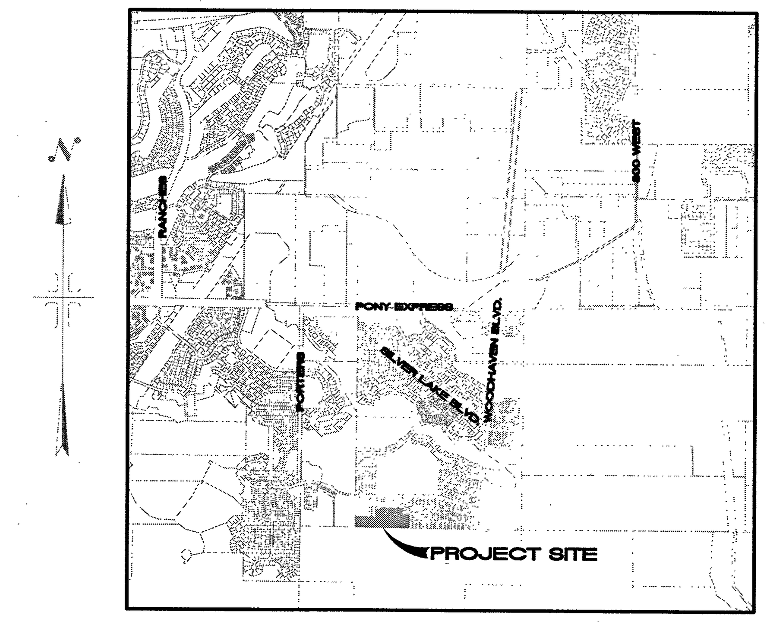
| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord | Chord Bearing |
| C1 | 23.70 | 15.00 | 90°32'30" | 21.31 | S45°27'35"W |
| C2 | 23.42 | 15.00 | 89°27'30" | 21.11 | S44°32'25"E |
| C3 | 23.62 | 15.00 | 90°12'21" | 21.25 | N45°17'30"E |
| C4 | 23.70 | 15.00 | 90°32'30" | 21.31 | N45°27'35"E |
| C5 | 23.42 | 15.00 | 89°27'30" | 21.11 | N44°32'25"W |
| C6 | 23.59 | 15.00 | 90°07'06" | 21.24 | S45°40'17"W |
| C7 | 23.53 | 15.00 | 89°52'54" | 21.19 | N44°19'43"W |
| C8 | 23.53 | 15.00 | 89°52'54" | 21.19 | S44°19'43"E |
| C9 | 23.59 | 15.00 | 90°07'06" | 21.24 | N45°40'17"E |
| C10 | 8.52 | 15.00 | 32°33'46" | 8.41 | S74°26'57"W |
| C11 | 300.82 | 60.00 | 287°15'48" | 71.16 | S21°47'58"W |
| C12 | 19.56 | 15.00 | 74°42'02" | 18.20 | S51°55'09"E |
| C13 | 81.27 | 60.00 | 77°36'31" | 75.20 | S83°01'41"E |
| C14 | 48.44 | 60.00 | 46°15'38" | 47.14 | S21°05'36"E |
| C15 | 82.83 | 60.00 | 79°05'58" | 76.41 | S41°35'12"W |
| C16 | 20.09 | 60.00 | 19°11'17" | 20.00 | N89°16'10"W |
| C17 | 68.18 | 60.00 | 65°06'23" | 64.57 | N47°07'20"W |
| C18 | 7.55 | 15.00 | 28°50'21" | 7.47 | S76°18'40"W |
| C19 | 149.83 | 60.00 | 143°04'28" | 113.82 | S46°34'17"E |
| C20 | 6.39 | 15.00 | 24°23'58" | 6.34 | N12°45'58"E |
| C21 | 65.07 | 41.50 | 89°50'09" | 58.61 | S44°21'06"E |
| C22 | 23.52 | 15.00 | 89°50'09" | 21.18 | S44°21'06"E |
| C23 | 47.79 | 60.00 | 45°38'22" | 46.54 | N84°42'40"E |
| C24 | 41.87 | 60.00 | 39°59'01" | 41.03 | S52°28'39"E |
| C25 | 40.44 | 60.00 | 38°36'49" | 39.68 | S13°10'44"E |
| C26 | 19.73 | 60.00 | 18°50'17" | 19.64 | S15°32'49"W |

0 60 120 180

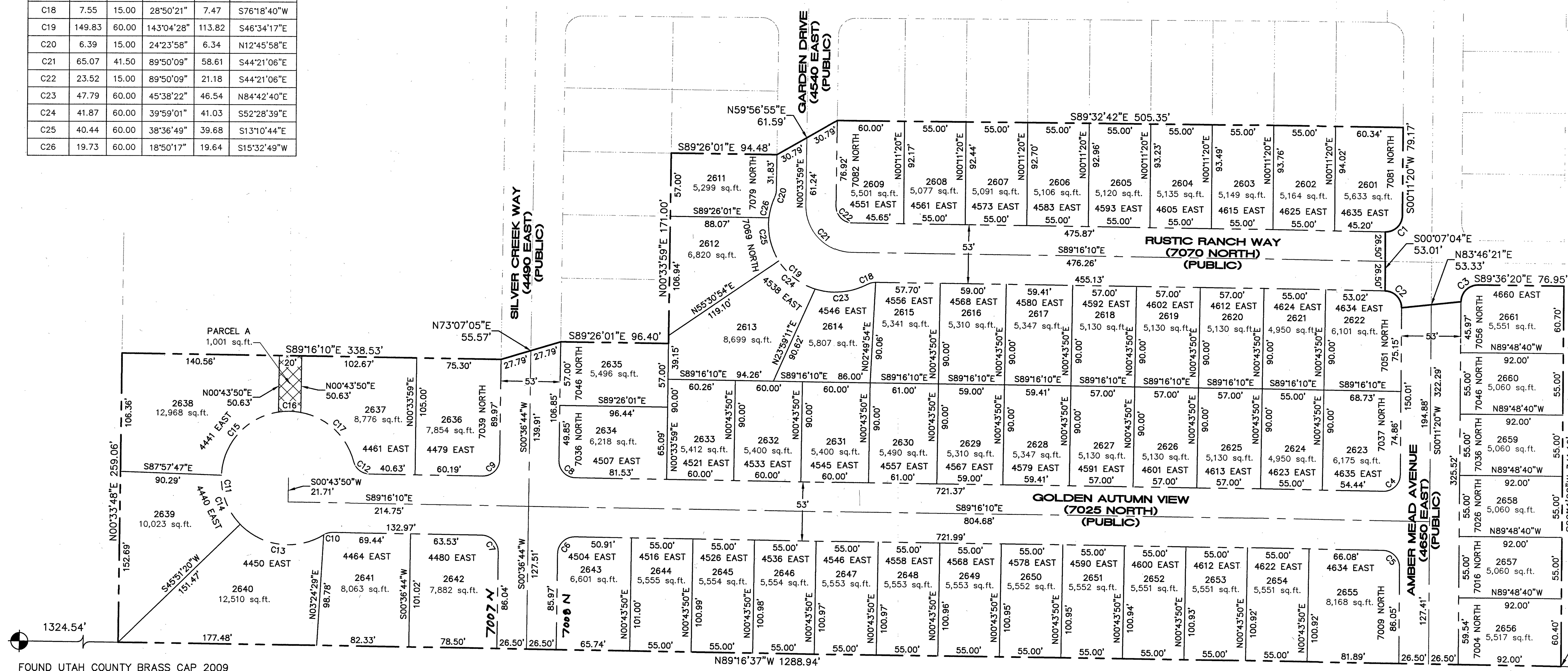
SCALE: 1" = 60'




SETBACK AND EASEMENT DETAIL
-NTS-




VICINITY MAP
NTS




FOUND UTAH COUNTY BRASS CAP 2009 SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

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

## SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "26" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

## BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 35.59 feet along the section line from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°16'37" West 1288.94 feet; thence North 00°33'48" East 259.06 feet; thence South 89°16'10" East 338.53 feet; thence North 73°07'05" East 55.57 feet; thence South 89°26'01" East 96.40 feet; thence North 00°33'59" East 171.00 feet; thence South 89°26'01" East 94.48 feet; thence North 59°56'55" East 61.59 feet; thence South 89°32'42" East 505.35 feet; thence South 00°11'20" West 79.17 feet; thence Southwesterly 23.70 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°32'30" the chord of which bears South 45°27'35" West 21.31 feet; thence South 00°07'04" East 53.01 feet; thence Southeasterly 23.42 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°27'30" the chord of which bears South 44°32'25" East 21.11 feet; thence North 83°46'21" East 53.33 feet; thence Northeasterly 23.62 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°12'21" the chord of which bears North 45°17'30" East 21.25 feet; thence South 89°36'20" East 76.95 feet; thence South 00°11'20" West 341.10 feet to the point of beginning.

Parcel contains: 11.16 acres more or less.

Basis of Bearing: the line between the South Quarter Corner and the Southwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°16'37" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

Sept 15, 2020 — DATE

Travis Trane — SURVEYOR (See Seal Below)

## OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER: Nate Hutchinson, President, Rockcrest Development, Inc.

AUTHORIZED SIGNATURE(S)

## ACKNOWLEDGEMENT

STATE OF UTAH )
: S.S.
COUNTY OF UTAH )

On the 16th day of September 2020, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 10-10-22

NOTARY PUBLIC SIGNATURE

702762 — COMMISSION NUMBER

Rachel Wilson — PRINTED NAME OF NOTARY

ENT 153865:2020 Map # 17304
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 02 3:39 pm FEE 170.00 BY SS
RECORDED FOR EAGLE MOUNTAIN CITY

17304

## ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 30 day of [illegible] 2020

Donna Burnham — APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (See Seal Below)

ATTEST BY CITY RECORDER (See Seal Below)

NOTES:
1– STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2– ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.

| LAND USE | |
|---|---|
| ACREAGE: | 11.16 acres |
| ACREAGE IN LOTS: | 8.330 acres |
| ACREAGE IN ROADS: | 2.829 acres |
| LOTS: | 60 LOTS |
| AVE. LOT: | 5,948 |
| UNIT DENSITY: | 5.37 LOTS PER ACRE |

FOUND SECTION CORNER
PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
BOUNDARY
SECTION LINE
ROAD CENTER LINE
EASEMENT LINE

### ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54–3–27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17–27a–603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

Dal Edwards 9/16/20
ROCKY MOUNTAIN POWER — DATE

### DOMINION GAS COMPANY APPROVAL

Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion's right-of-way department at 1-800-366-8532

Approved this 17 day of September 2020 Dominion Gas Company

By: [signature] Title: Pre-Con

### DIRECT COMMUNICATIONS APPROVAL

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

Marjorie Clifford 9/16/2020
DIRECT COMMUNICATIONS — DATE

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

PLAT "26"

# SILVERLAKE

*A RESIDENTIAL SUBDIVISION*

EAGLE MOUNTAIN UTAH COUNTY, UTAH

RECORDING INFORMATION

| SURVEYOR SEAL | NOTARY PUBLIC SEAL | CITY/COUNTY ENGINEER SEAL | CLERK-RECORDED SEAL |
|---|---|---|---|
| PROFESSIONAL LAND SURVEYOR No. 5152741 TRAVIS TRANE 9-15-20 STATE OF UTAH | RACHEL WILSON NOTARY PUBLIC • STATE OF UTAH My Commission Expires October 10, 2022 COMMISSION NUMBER 702762 | No. 298052 CHRISTOPHER TODD TRUSTY 9-22-20 STATE OF UTAH | |

SEC 28, T5S, R1W
TV038

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | | | |
|---|---|---|---|
| **TITLE:** | 2021 White Hills Well Upgrades Change Order #2 - Bowen Collins and Associates | | |
| **ITEM TYPE:** | Change Order | | |
| **FISCAL IMPACT:** | $22,467 | | |
| **APPLICANT:** | | | |
| **GENERAL PLAN DESIGNATION** | **CURRENT ZONE** | **ACREAGE** | **COMMUNITY** |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Chris Trusty, Public Works

**PRESENTED BY:**
Chris Trusty

**RECOMMENDATION:**
Staff recommends the City Council approve Change Order number two for the White Hills Well Upgrade project in the amount of $22,467.

**BACKGROUND:**
The City has awarded a design bid to Bowen Collins and Associates for upgrades to the White Hills well. The original project included upsizing the existing WHW #2 pump from a 200 HP motor with a soft starter, to a 500 HP motor with a Variable Frequency Drive (VFD). The WHW #1 pump starter will also be upgraded to a VFD. The intent of the project was to utilize the existing electrical MCC cabinet for these improvements. The only available space in the building for electrical upgrades is along the north wall of the building where all of the electrical panels are currently located.

The new electrical equipment is considerably larger and will require additional space than what is available in the existing pump building. Based on discussions with the City Council, staff proposes to design a separate electrical building on the north side of the existing building. All of the new equipment needed for the project will be located in this room with some of the existing electrical equipment remaining in the pump room. The electrical room will be constructed with CMU blocks to match the existing pump building and have a single pitch roof. The size of the building will need to be a minimum of 14' long by 9’4” wide.

The original cost for the well improvement design was $119,126.
CO#1 - $10,204
CO#2 - $22,467
Revised Total: $151,798

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

# EAGLE MOUNTAIN
# CITY COUNCIL MEETING MINUTES

June 7, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

**4:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS**

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Colby Curtis, Jared Gray, Carolyn Love, and Brett Wright.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Todd Black, Wildlife Biologist/Environmental Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Jed Shum, Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Angela Valenzuela, Human Resource Manager; Eric McDowell, Chief Deputy Sheriff; Chas Glenn, Administrative Assistant; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; and Embret Fossum, UFA Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:06 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Public Utilities

- Well #1 chemicals are being delivered today.
- The City has reduced water flows supplied through the Central Utah Water Conservatory District (CUWCD) to stay within contract.
- The repair for Golf Course Well is underway and the well should be operational within three weeks.
- The materials for Well #5 are one to three weeks out for delivery.
- Chlorine was added to the wastewater treatment plant to kill Thiothrix and improvements have been seen.

Engineering

- The City received notification that the State will be auditing the City's Storm Water Pollution Prevention Plan compliance from June 28 to 30.
- Prep work is underway on the Well #7 at the Unity Pass well site; rock has been encountered but the City will try to avoid blasting.

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- The City is able to rent a generator for the White Hills wells, which will allow both wells to run at the same time. This will add an additional 1300 gpm (gallons per minute) to the City system.
- Work is underway on the Eagle Mountain Boulevard widening project.

Streets and Storm Water

- The sensor upgrade to the traffic signal at Ranches Parkway and Pony Express Parkway has been delayed for another week due to concrete shortages.
- The 2022 slurry seal project begins Thursday, June 9 and is expected to take two to three weeks. This will require daily road closures; residents affected by closures will receive one week's notice and an additional 24-hour notice.

Parks and Recreation

- SilverLake Community Park – The power connection is finally completed, and staff will be working to close out this project with Stratton & Bratt.
- Walden Park Observatory – Staff had a kickoff meeting for the design of a building to house the telescopes. Construction documents are anticipated by September 1 and the observatory is scheduled to be built and operating by Spring 2023.

Events and Cemetery

- This year's Memorial Day celebration was great. Thank you to the Mayor, Cemetery Board, and staff that helped host the event
- The Pony Express Days celebration was very successful this year. Thank you to all the staff, Mayor, Council, Sheriffs, Unified Fire Authority (UFA), and volunteers who helped.
- The Pony Express Rodeo will be held from June 9 to 11.

Communications

- Rock Solid's OneView product will come for a vote at the June 21 City Council meeting.
- Lawn watering recommendations have been updated to twice per week at the State level.
- Residents are encouraged to submit issues through the Resident Portal rather than social media.

Community Development

- The City issued 91 residential building permits in May, bringing the total to 1,340 new residential permits for the fiscal year, with one month remaining. The total is an increase from 1,290 permits issued in 2020 and about 83% of the 1,609 permits issued in 2021. This will be the City's second highest year ever.
- The Vested Units calculations project is nearing completion.
- City representatives are meeting with some landowners and Camp Williams and the Natural Resources Conservation Service (NRCS) this week to discuss conservation easements.

Facilities / Fleet / Emergency Management

- The building is completed for the Community Development Building equipment garage and they will start grading the floor for concrete.
- The City Hall shingles project is completed.

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- The City Hall interior painting is in progress. The Library will be painted over the Memorial Day Weekend.
- The sewer facility security system is 98% complete.
- The sewer facility office remodel Phase 1 is 95% complete.
- WW Clyde is grubbing the southwest side of Eagle Mountain Boulevard.
- Eagle Mountain Communication Team is hosting a General HAM radio class. Class schedule: Thursday, June 2 7:00 p.m. to 9:00 p.m., Wednesday, June 15 7:00 p.m. to 9:00 p.m., Thursday, June 23 7:00 p.m. to 9:00 p.m., Thursday, June 30 7:00 p.m. to 9:00 p.m. and the exam will be Saturday, July 2 10:00 a.m. to 1:00 p.m. All classes and the exam will be held in the City Hall Council Chambers.

Economic Development

- The Macey's grand opening is scheduled for Wednesday, June 8 at 10:00 a.m.
- Zion's Public Finance is working on the initial draft of an Economic Development Master Plan and finalizing interviews with key stakeholders.

Discussion ensued regarding the Economic Development Master Plan and the completion timeframe, and funding for the Silver Creek Way connection across the wash.

### 1.B. DISCUSSION – Water Efficient Landscaping Standards

Assistant to the City Administrator Evan Berrett presented the item. Landscape water use accounts for over two-thirds of Eagle Mountain's annual consumption. Eagle Mountain residents currently have access to the Flip Your Strip, Localscapes rewards, and other conservation programs. Eagle Mountain must have improved landscape standards by the end of 2022 for residents to continue to have access to these rebate programs. The typical front and side yard conversion can cost the average homeowner between $1,500 to $2,000 after rebates.

Mr. Berrett presented the following proposed standards:

- EPA WaterSense labeled plumbing fixtures in new homes. This will not heavily burden most builders as many are already installing WaterSense labeled fixtures.
- Smart irrigation controller for landscapes. Most new homes are already being outfitted with these controllers already.
- Prohibition of non-functional turf.
- Prohibition of grass in park strips and on slopes greater than 25%. Park strips would still be required to have some plants, trees, or other vegetation. Lawns are also to be free of obstructions. For example, trees should not be planted in the middle of a grass area due to that tree either leading to obstruction of irrigation or adapting with over-irrigation to compensate.
- Limit grass in front and side yards to 35% of the total landscaped area. Properties that have back yards that are half the size of the combined square footage of the front and side yards or smaller would be permitted to have 50% of the front or side yards be lawn, due to the expectation that the front or side yards are providing activity areas that the back yard might not be able to.
- Irrigation must be appropriate for the type of landscape with irrigation types on separate valves.
- Landscaping to include 50% plant cover and use of mulch. Per Localscape design principles, rather than zeroscape, wherein the landscape is converted to a sheet of gravel which could lead

to weed management issues and potentially negative impacts on property values, 50% plant cover promotes the use of other mulches that, when properly installed, keep properties weed-free and add a positive impact to the neighborhood.
- Lawn space on commercial and other properties limited to 20% of the total landscaped area.

Mayor Westmoreland requested feedback regarding what level of prescription felt appropriate for the City in directing resident landscaping.

Mr. Berrett clarified that the purpose of the proposed standards is water efficiency by reducing the amount of turf grass without creating secondary issues.

Councilmember Love stated her support for minimum landscaping standards and allowing Neighborhood Improvement to address weed issues in xeriscaped areas.

Councilmember Burnham stated she would not be in favor of encouraging the use of rock in landscaping unless the standards limit the size of the rocks due to concerns arising from children throwing rocks.

Councilmember Curtis recommended beginning by working with homeowner associations (HOA) to convert common areas to water-wise landscaping. He expressed concerns about compliance and enforcement.

City Administrator Paul Jerome stated that they have discussed partnering with HOAs to address compliance and assist with enforcement.

Discussion ensued regarding how the standards will apply to differing lot sizes and the impact of weed barriers.

### 1.C. DISCUSSION – Eagle Heights Village

Jason Harris with Fieldstone Homes presented potential concepts and elevations that they would prefer over the approved plan for the Eagle Heights Village development.

Discussion ensued clarifying:
- The lot frontages;
- The proposed units would have basements whereas the current units do not;
- The desire to be able to add a zero lot line in order to sell twin homes to individual owners; and
- The square footage of the proposed twin homes and single-family homes would be 1,900 to 2,400 square feet; the approved twin homes are 1,200 to 1,400 square feet.

Councilmember Wright explained that he reached out to the Fieldstone representatives because of their request to the Council to entertain an alternative plan. He is neither lobbying for nor against the proposal but desires to allow Mr. Harris an opportunity present his ideas. He feels the proposal is heading towards a better outcome than the approved units.

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Councilmember Curtis expressed concern that the proposed square footage increase would reduce the affordability of the units. He voiced apprehension about modifying the approved plan as this development has the only twin homes in this size and price in the City. He feels the development should provide an affordable product or be required to meet current Municipal Code standards. Nevertheless, he is willing to allow a lot line adjustment to sell the units individually.

Councilmember Love confirmed with Mr. Harris that the split lots would reduce the cost of the units from homes with standard setbacks and frontages. Nevertheless, she would prefer smaller more affordable homes without three-car garages. She is amenable to Mr. Harris' proposal other than the request for a minimum lot size smaller than what is required.

Councilmember Gray noted that although the size and price of homes are correlated, smaller homes are not always less expensive; location, style and other factors affect pricing. He would be willing to consider additional amenity points or other incentives in exchange for exemptions to Municipal Code standards.

Councilmember Burnham said that although she thinks the proposal is moving in a positive direction, she concurs with the affordability concerns. She suggested offering smaller units in addition to the ones proposed.

Councilmember Wright agreed with affordability considerations and suggested the plans include an accessory dwelling unit (ADU) as a means of supplementing the cost of the units. The other Councilmembers supported the recommendation.

Mr. Harris stated that the proposed product represents a more affordable product in today's market. Further reducing the number of lots, in addition to removing ten in the proposal, to increase the lot sizes would render the project not economically feasible. They will gladly offer ADUs with the units.

## 2. AGENDA REVIEW

### 12. BID AWARDS

#### 12.A. 2022 Eagle Mountain Concrete Collar Replacement – Precision Manholes

Streets and Storm Drain Manager Zac Hilton explained that the project is to replace the concrete collars on existing manholes and water valves which are now more accessible due to widening Pony Express Parkway. Although only one bid was received, the City has contracted with the company in the past and the quote was reasonable.

### 15. MINUTES

#### 15.A. May 17, 2022 Minutes – Regular City Council Meeting

Councilmember Love noted a time correction on page one.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2022-2023 Annual Budget. **DISCUSSION ITEM ONLY**

*This item was presented and discussed after item 17.B.*

Finance Director Kimberley Ruesch presented the item and reviewed the changes made since the previous discussion:

- Finance:
  - $2,000 – Training and professional services
- Water:
  - $250,000 – Retrofit all air conditioning units for well-house cooling
- Information Services:
  - $50,000 – Electronic equipment for new hires
  - $50,000 – Technology infrastructure upgrade
- Public Safety:
  - $1,284 – Increase to reflect the Eagle Mountain City portion of the Northern Utah Animal Shelter
- Wastewater:
  - ($28,000) – Reduced estimated cost for tipping fees from 4,745 to 3,000 tons
  - $46,200 – Six-month access to Transmissive Acoustic Rapid Assessment Tool and Online Data Organizer for rapid sewer line assessments.
  - $65,000 – 13-acre land disposal needs to be completed for irrigation
  - $100,000 – Increase funding for treatment plant design work
- Planning:
  - $34,000 – Wildlife/Environment projects

17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Mochila Technology Park.

*This item was presented and discussed prior to item 17.A.*

Mr. Mumford presented the item. The application is for the addition of the Regional Technology and Industry (RTI) Overlay Zone on approximately 120 acres currently zoned Agriculture. The General Plan Future Land Use Map designates the area as Business Park/Light Industry. The adjacent parcels are designated Business Park/Light Industry and properties to the north and east have been rezoned to the RTI Overlay Zone. The proposed use is not anticipated to overburden City Services, is not anticipated to generate significant traffic once construction is completed, and is not expected to have a significant negative impact on surrounding property values. On May 10, 2022, the Planning Commission voted 4 to 0 to recommend approval of the rezone with no conditions or changes to the proposal.

Mr. Mumford stated the applicant has indicated that potential uses are data centers or solar projects. Dedication or preservation of right-of-way for planned freeways is required for projects within the

overlay. Staff would work with the Council and the applicants should the freeway be relocated at a future date.

Discussion ensued regarding fencing requirements due to adjacent property owners expressing safety concerns for their livestock.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

**MOTION:** ***Councilmember Gray moved to adjourn a closed session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, annotated. Councilmember Wright seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* |
| ☒ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* |
| ☒ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* |
| ☒ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* |
| ☒ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* |

***The motion passed with a unanimous vote.***

The meeting was adjourned at 6:07 p.m.

**<u>7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS</u>**

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Colby Curtis, Jared Gray, Carolyn Love, and Brett Wright.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Aaron Sanborn, Economic Development Director; Kimberly Ruesch, Finance Director; Zac Hilton, Streets and Storm Drain Manager; Tyler Maffitt, Communications Manager; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:09 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

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## 6. INFORMATION ITEMS/UPCOMING EVENTS

- Thank you to everyone who attended Pony Express Days. This year's festival was yet another great success. Whether you were a vendor or you patronized the events, Eagle Mountain City extends a warm thank you and looks forward to hosting you at more events throughout the summer.
- Eagle Mountain City is encouraging residents to water their lawns twice per week starting this week. Residents with odd-numbered addresses are encouraged to choose their watering days from Monday, Wednesday, or Friday. Even-numbered addresses are encouraged to choose their watering days from Tuesday, Thursday, or Saturday. Help the City achieve its conservation and water management goals.
- Macey's will host its Grand Opening tomorrow at 10:00 a.m. Help the City welcome the latest member of the business community.

To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

## 7. PUBLIC COMMENTS

*Mayor Westmoreland opened public comment at 7:12 p.m.*

Chad Welch read a letter submitted to the City Council on behalf of the Eagle Mountain Nature and Wildlife Alliance requesting to participate in the amendment of Municipal Code regarding the Wildlife Corridor Overlay.

Jill Jones proposed installing a fountain and wading pool on the property once Fire Station 251 is relocated, declaring the area a wildlife marsh sanctuary, and funding the project with Federal grants and usage fees.

*Mayor Westmoreland closed public comment at 7:17 p.m.*

## 8. CITY COUNCIL/MAYOR'S ITEMS

<u>Councilmember Gray</u>
Councilmember Gray expressed gratitude to staff for their efforts to facilitate Pony Express Days. The Demolition Derby was well-attended and successful. He explained that each night of the rodeo will have different events including possible celebrity participation, Mascot Miracles, honoring public safety members, and a Patriot Night honoring armed forces.

<u>Councilmember Wright</u>
Councilmember Wright supported Councilmember Gray's comments. He thanked the Eagle Mountain Nature and Wildlife Alliance for their dedication and looks forward to continuing to work with them. He thanked Events Department members Dawn Hancock and Suzie McCorristin for their efforts to make Pony Express Days successful.

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Councilmember Love

Councilmember Love thanked staff for their work on Pony Express Days, which provides a great tradition for residents. She appreciates Pony Express Events for facilitating the derby and rodeo. She encouraged the Eagle Mountain Nature and Wildlife Alliance to work with Wildlife Biologist & Environmental Planner Todd Black in their efforts to protect wildlife and preserve natural washes.

Councilmember Burnham

Councilmember Burnham recognized City Administrator Paul Jerome for going above and beyond in his service to the City and awarded challenge coins to both he and his wife, Lonnie Jerome.

9. MOTION

9.A. MOTION – Acceptance of the May 2022 Youth Council Election Results.

**MOTION:** ***Councilmember Gray moved to accept the results of the May 2022 Youth Council election. Councilmember Wright seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* |
| ☒ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* |
| ☒ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* |
| ☒ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* |
| ☒ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* |

***The motion passed with a unanimous vote.***

Director of Administrative Services/City Recorder Fionnuala Kofoed administered the Oath of Office to the Youth Councilmembers in attendance.

Councilmember Wright recognized Gabriella Pengra for her previous and current service as a Youth Councilmember and as the recipient of the Eagle Mountain City Youth Council Scholarship.

10. APPOINTMENTS

10.A. Library Advisory Board

**MOTION:** ***Councilmember Gray moved to appoint Michelle Mooney to the Library Advisory Board completing the term expiring December 2022 and filling a three-year term through December 2025. Councilmember Burnham seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* |
| ☒ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* |

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|---|---|---|---|
| ☒ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** |
| ☒ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** |
| ☒ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** |

***The motion passed with a unanimous vote.***

Ms. Kofoed administered the Oath of Office to Ms. Mooney.

## CONSENT AGENDA

11. AGREEMENTS

    11.A. AGREEMENT – A Commercial Lease Agreement between Eagle Mountain City, Utah and Starwest Eagle Mountain Properties, LLC

12. BID AWARDS

    12.A. 2022 Eagle Mountain Concrete Collar Replacement – Precision Manholes

    12.B. Cory B. Wride Memorial Park and Pony Express Booster Pumps – VanCon, Inc.

13. BOND RELEASES

    13.A. Eagle Point Phase J, Plat 1 – Out of Warranty

    13.B. The Towns at Brylee Farms Phase B, Plat 1 – Out of Warranty

14. CHANGE ORDERS

    14.A. Cory B. Wride Memorial Park Phase 2 Change Order #4 – Kenny Seng Construction

15. MINUTES

    15.A. May 17, 2022 Minutes – Regular City Council Meeting

16. RESOLUTIONS

    16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Naming Fire Station 251 the Sweetwater Fire Station.

**MOTION:** ***Councilmember Wright moved to approve the consent agenda. Councilmember Curtis seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ ***Donna Burnham*** | ☐ ***Donna Burnham*** | ☐ ***Donna Burnham*** | ☐ ***Donna Burnham*** |

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| | | | |
|---|---|---|---|
| ☒ ***Colby Curtis*** | ☐ ***Colby Curtis*** | ☐ ***Colby Curtis*** | ☐ ***Colby Curtis*** |
| ☒ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** |
| ☒ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** |
| ☒ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** |

***The motion passed with a unanimous vote.***

**SCHEDULED ITEMS**

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2022-2023 Annual Budget. **DISCUSSION ITEM ONLY**

Finance Director Kimberley Ruesch reviewed the item as presented during work session.

*Mayor Westmoreland opened the public hearing at 7:54 p.m. As there were no comments, he closed the hearing.*

Councilmember Burnham cited Utah Code 10-3b-104(1)(a), "The mayor… is the chief executive officer of the municipality to whom all employees of the municipality report," in response to a previous discussion in which some Councilmembers expressed the desire to have a position that reports directly to the City Council. The only way to have an employee report to the Council would be to amend Municipal Code or have the residents vote to change the City's form of government.

Councilmember Curtis stated that Councilmember Wright and he have consulted with outside legal representation, and they believe there is an opportunity within the framework of the law to accomplish their desire to ensure the vision of the Council is well understood and communicated.

Councilmember Wright stated he does not want to subvert State requirements or undermine the powers that have been delegated to the Mayor. He recognizes that all employees report to the mayor. His goal is to exercise the authority of the body to legislate within the bounds of the law and wishes to have a discussion to ensure concerns and needs are addressed, which the Council feels are not being addressed. He is in favor of approving funds in the budget for a position whose duties can be set and clarified at a future meeting.

Councilmember Burnham requested a discussion regarding the matter to be included on a future meeting's agenda. She disagrees that the Council's legislative priorities have not been represented by staff. She feels staff follows through and represents the Council very well and to state otherwise is an attack on the staff whether intended that way or not.

Councilmember Wright apologized and clarified that his statement was not intended as an attack on staff. He clarified that he feels Council priorities are being unmet due to staff's workload and pressing administrative duties occupying staff time.

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Councilmember Love stated that she would utilize the individual as a resource to compile data and conduct research for projects important to the Council. She views the position as a point of contact for joint communications between the Councilmembers as they are unable to meet as a group outside of meetings.

Mr. Jerome said Eagle Mountain City is a low-cost government; additional challenges and new dynamics arose when the City reached a population of 50,000. Low property taxes impact the operations of staff and the legislators. Additionally, ambiguity and variance in the Council's opinions make it difficult for staff to know which projects to prioritize. He feels the framework exists but it has not been given the necessary resources. A management analyst could determine the support and prioritization of various requests through communication with the Mayor, Councilmembers, and staff.

Discussion ensued regarding the following:

- Concerns with the legality of the position;
- The ability to cancel or remove the position should it be deemed unlawful;
- Communication roles and prioritization avenues;
- Mechanisms to communicate and follow up regarding Council objectives to exercise their legislative powers;
- Whether an employee position is merited or if clarification of the process will achieve the goals and resolve Council concerns;
- Setting aside time during City Council meetings to discuss legislative priorities;
- Desires to increase communication and inform all Councilmembers regarding desired actions; and
- Creating a project manager rather than liaison position.

Mayor Westmoreland invited and encouraged the Councilmembers to contact him with their concerns and ideas.

### 17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Mochila Technology Park.

Assistant to the City Administrator/Community Development Director Steve Mumford reviewed the item as presented during work session. The site plan must include the major transportation corridors through or along the boundaries of the property.

Mr. Mumford noted that an adjacent property owner requested fencing to protect livestock from industrial uses and traffic. Discussion ensued regarding the type of fencing required and the fencing responsibilities of each party under Municipal and State standards.

City Attorney Jeremy Cook explained the Council could deny the required development agreement once it comes before the Council if it fails to comply with Municipal Code requirements, but the agreement may not be denied due to personal preference objections.

*Mayor Westmoreland opened the public hearing at 8:45 p.m. As there were no comments, he closed the hearing.*

**MOTION:** ***Councilmember Gray moved to approve an ordinance of Eagle Mountain City, Utah rezoning certain lands known as Mochila Technology Park to the Regional Technology and Industry Overlay Zone. Councilmember Burnham seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* | ☐ *Donna Burnham* |
| ☐ *Colby Curtis* | ☒ *Colby Curtis* | ☐ *Colby Curtis* | ☐ *Colby Curtis* |
| ☒ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* | ☐ *Jared Gray* |
| ☒ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* | ☐ *Carolyn Love* |
| ☒ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* | ☐ *Brett Wright* |

***The motion carried with a vote of 4:1.***

## 18. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gray

Councilmember Gray noted that he is the President of the Pony Express Events 501(c) organization and stated that he would like the City and the Council to gain a better understanding of their operations to allow the City and Council to provide insight and feedback for fund expenditures and long-term planning. He requested the rodeo grounds be an equal priority and receive the same treatment as other City parks, and offered Pony Express Events to match the funding for the Eagle Mountain City Youth Scholarship.

Discussion ensued regarding the appropriate forum for a conversation providing Council direction to Pony Express Events, consideration of the long-term plans for the rodeo grounds, and mechanisms to prevent the perception of favoritism or conflicts of interest.

Councilmember Burnham

Councilmember Burnham suggested inviting State representatives to a luncheon or other meeting.

Discussion ensued regarding a lobbyist position and assigning a staff member to track and report on State Legislative actions.

## 19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Wright

Councilmember Wright recognized Mayor Westmoreland's efforts to recruit Youth Council Advisors that should be appointed at the next meeting.

Councilmember Love

Councilmember Love said the American Legion will be holding a blood drive on June 10 to assist with the critical blood shortage. Sign-ups are available at www.redcrossblood.org. The American Legion are vendors at the rodeo this year to raise funds.

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Councilmember Burnham
Councilmember Burnham encouraged residents to like the Eagle Mountain Chamber of Commerce Facebook page to be informed regarding City businesses and business opportunities. Meta is providing scholarships for women and minority Chamber members. The Eagle Mountain Arts Alliance is planning a story walk activity, and the PRCA Rodeo will be held on Thursday, Friday, and Saturday.

Councilmember Gray
None.

Councilmember Curtis
None.

Mayor Westmoreland
Mayor Westmoreland announced that the grand opening for Macey's Grocery store will be tomorrow. He explained that the City has opted not to receive Community Development Block Grant (CDBG) funding in the past. Although the City is not able to meet the deadline for this year, he would like to hold conversations to consider future CDBG funding opportunities.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Items

21. ADJOURNMENT

**MOTION:** ***Councilmember Gray moved to adjourn the meeting at 9:16 p.m. Councilmember Love seconded the motion.***

| *Those Voting Yes* | *Those Voting No* | *Those Abstaining* | *Those Absent* |
|---|---|---|---|
| ☒ ***Donna Burnham*** | ☐ ***Donna Burnham*** | ☐ ***Donna Burnham*** | ☐ ***Donna Burnham*** |
| ☒ ***Colby Curtis*** | ☐ ***Colby Curtis*** | ☐ ***Colby Curtis*** | ☐ ***Colby Curtis*** |
| ☒ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** | ☐ ***Jared Gray*** |
| ☒ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** | ☐ ***Carolyn Love*** |
| ☒ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** | ☐ ***Brett Wright*** |

***The motion passed with a unanimous vote.***

The meeting was adjourned at 9:16 p.m.

Approved by the City Council on June 21, 2022.

_____
Lianne Pengra, CMC
Chief Deputy Recorder

DRAFT

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | |
|---|---|
| **TITLE:** | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Name of Cedar View Lane. |
| **ITEM TYPE:** | Resolution |
| **FISCAL IMPACT:** | |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| Foothill Residential | Agriculture | | |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Lianne Pengra, Recorder's Office

**PRESENTED BY:**
Lianne Pengra, Chief Deputy Recorder

**RECOMMENDATION:**
Staff recommends the City Council approve a resolution of Eagle Mountain City, Utah, approving the name of Cedar View Lane.

**BACKGROUND:**
Parcel number 59:006:0048, which connects to the east side of Lake Mountain Road, was conveyed to the City in December of 1999. Property owners to the north and south of this right-of-way are in the process of building homes on parcels 59:006:0034 and 59:006:0019. A street name must be in place in order to assign addresses to these homes.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**
RES--Approving the Name of Cedar View Lane

Cedar View Lane Vicinity Map

# RESOLUTION NO. R-  - 2022

## A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH APPROVING THE NAME OF CEDAR VIEW LANE

WHEREAS, Utah Code Annotated 10-8-32 grants Eagle Mountain City the authority to name and rename streets, courts, parks, thoroughfares and other public places; and

WHEREAS, on December 30, 1999, John D. Jacob conveyed approximately 2.52 acres to Eagle Mountain City for a future roadway connecting to Lake Mountain Road, Utah County Parcel Number 59:006:0048 (the "Roadway"), as described in Exhibit A; and

WHEREAS, the Roadway is in need of having a street name officially assigned.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Eagle Mountain City, Utah, hereby approves the name of the Roadway as Cedar View Lane.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of June, 2022.

EAGLE MOUNTAIN CITY

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of June, 2022.

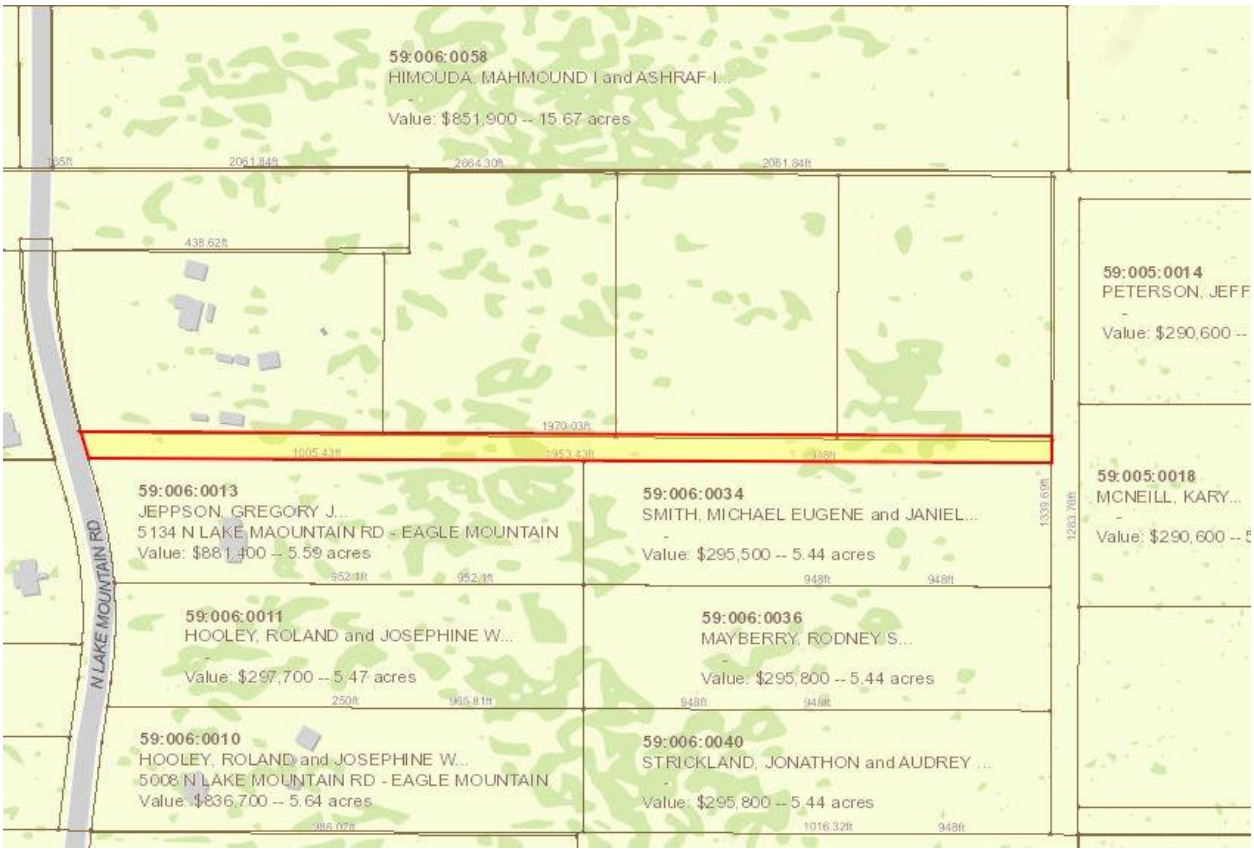
| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

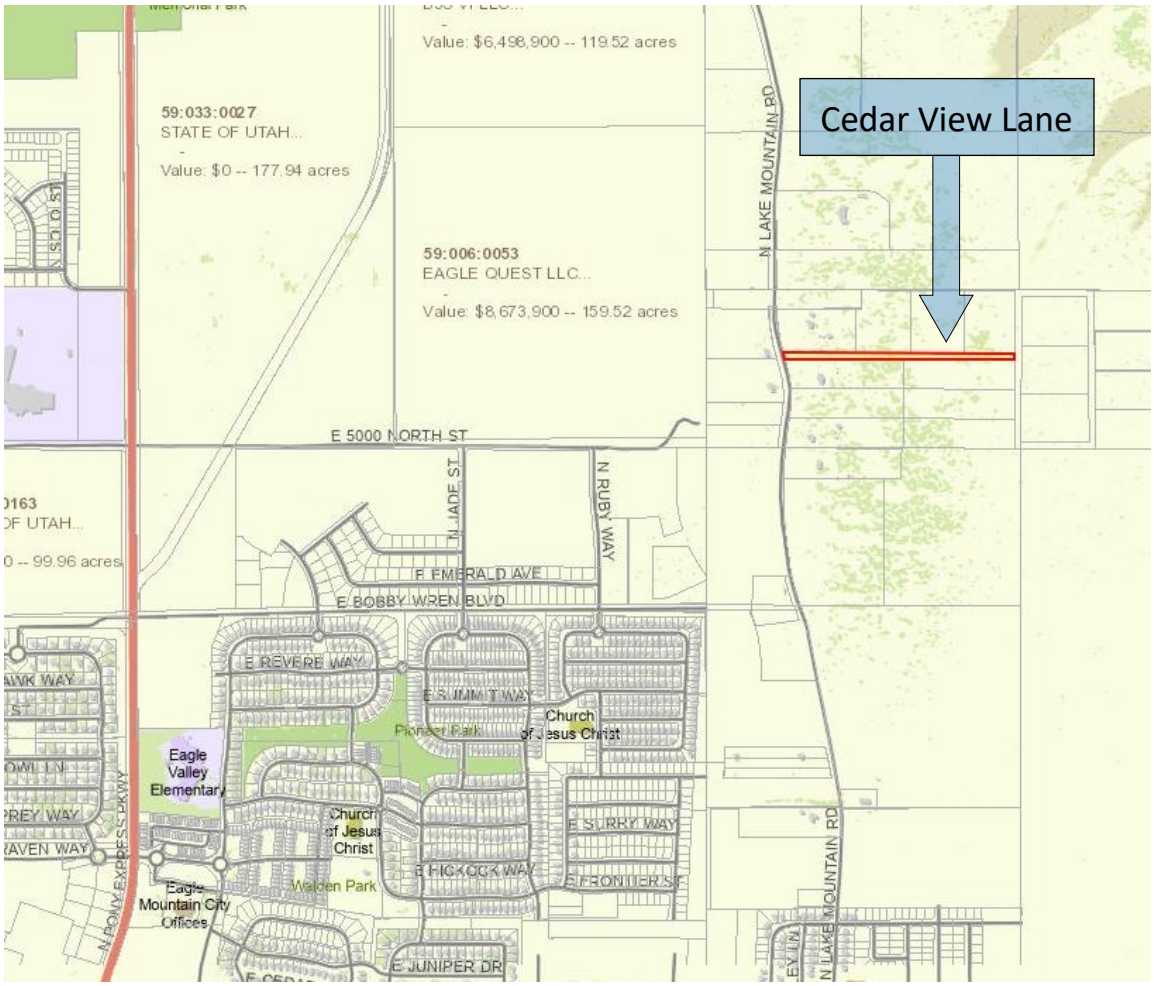
_____

Lianne Pengra, CMC
Chief Deputy Recorder

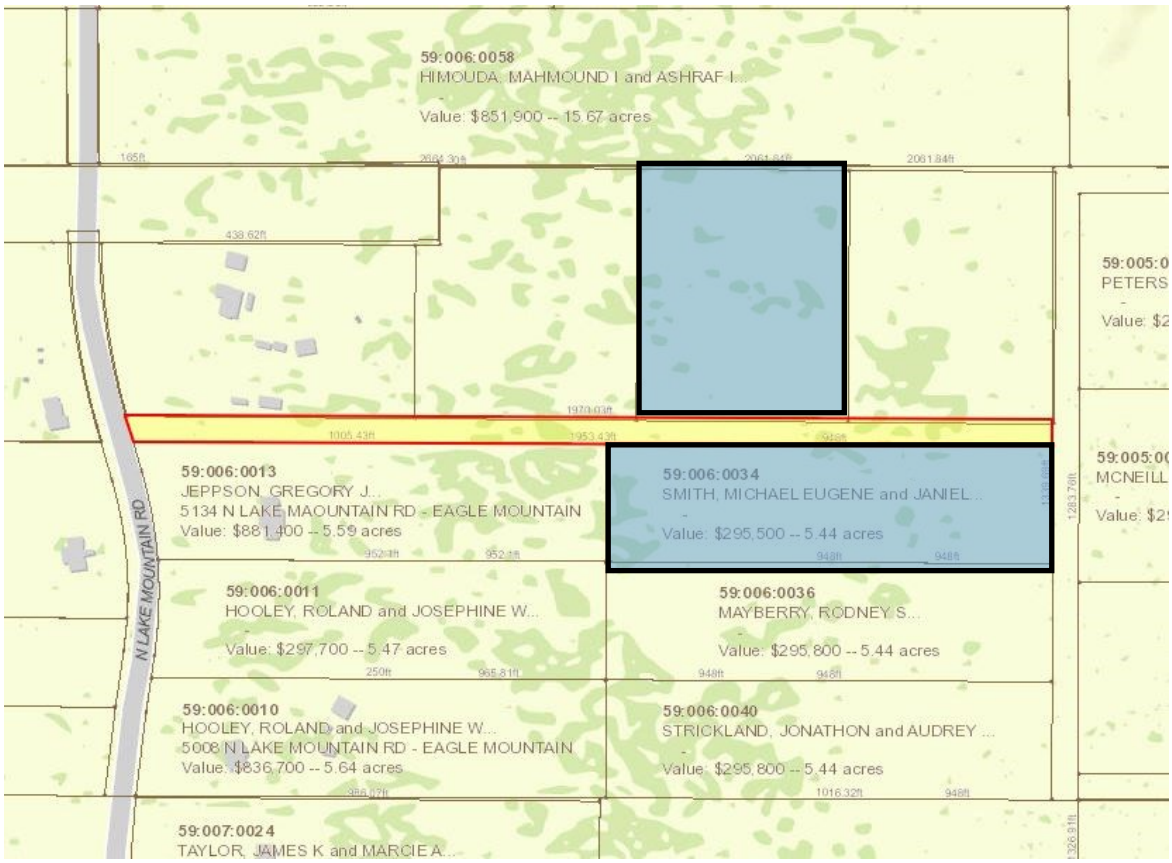
# EXHIBIT A

Utah County Parcel Number 59:006:0048






Homes Under Construction



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|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | |
|---|---|
| **TITLE:** | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Update to the Eagle Mountain Storm Water Management Program. |
| **ITEM TYPE:** | Resolution |
| **FISCAL IMPACT:** | $0 |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|

**PUBLIC HEARING:**
No

**PREPARED BY:**
Chris Trusty, Public Works

**PRESENTED BY:**
Chris Trusty

**RECOMMENDATION:**
Staff recommends the City Council approve a resolution of Eagle Mountain City, Utah, approving an update to the Eagle Mountain Storm Water Management Program

**BACKGROUND:**

In order to comply with the City's Municipal Separate Storm Sewer System (MS4) requirements, the City adopted a Storm Water Management Plan (SWMP) in 2016. This plan outlines the City's involvement to reduce pollution and contamination to bodies of water of the state of Utah, including ground water. Minimum control measures (MCMs) are identified in this plan and assign responsibility to City staff, businesses, and residents to ensure storm water runoff does not adversely affect the ecosystem of our region.

With updated compliance requirements, Eagle Mountain City, along with all other MS4 entities in the state, were required to update their SWMPs. Updates are shown in red or shown as strike outs. In general, updates were made to adjust for growth that the City has seen since the plan was first adopted. Additional changes were made on responses to MCMs that staff felt better addressed the intent of the control measure.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**

RES--Approving an Update to the Storm Water Management Program

Updated Eagle Mountain City Storm Water Management Program - Redlines

# RESOLUTION NO. R-  - 2022

## A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH APPROVING AN UPDATE TO THE EAGLE MOUNTAIN STORM WATER MANAGEMENT PROGRAM

WHEREAS, in accordance with Phase II of the National Pollutant Discharge Elimination System (NPDES) Program and the rules and regulations of the Utah Division of Water Quality (DWQ), Eagle Mountain City is required to adopt and submit to DEQ a storm water management program (SWMP) as part of the Utah Pollutant Discharge Elimination System (UPDES) Annual Report.; and

WHEREAS, the SWMP provides an overview of the Phase II requirements and outlines the City's efforts to plan, develop, implement, and enforce a SWMP that will satisfy Phase II requirements.

WHEREAS, the basic goals of the SWMP are to reduce the discharge of storm water pollutants to the maximum extent practicable, to protect downstream waters from adverse quality and quantity impacts, and to promote behavioral changes by the public to reduce water quality impacts associated with pollutants in storm water runoff an illicit discharges.

WHEREAS, the City adopted a SWMP that meets federal and state requirements on February 18, 2014; and

WHEREAS, the City has drafted an update to the SWMP, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Eagle Mountain City, Utah, hereby adopts the updated Storm Water Management Program as set forth in Exhibit A.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of June, 2022.

EAGLE MOUNTAIN CITY

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of June, 2022.

| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____

Lianne Pengra, CMC
Chief Deputy Recorder

# EXHIBIT A

# *Storm Water Management Program*

EAGLE
MOUNTAIN

Eagle Mountain City Engineering Department
Eagle Mountain City Storm Drain Department
Eagle Mountain City Building Department

REVISED NOVEMBER 30, 2021

# 1 Introduction

## A. About Us

The Storm Water department protects the health, safety and welfare of Eagle Mountain City, its inhabitants, and downstream entities by the safe removal of excess rainfall and snowmelt through the improvement of the storm drain portion of the city's storm water system by, protecting property, and preventing polluted water from entering the city storm water system. This includes maintaining 71.56 miles of storm drain pipe, 1509 manholes, 2176 storm drain inlets and remove 150-200 tons of sediment from the system each year. Eagle Mountain City is comprised of two separate and distinct drainage basins. The northern portion of the City, known as the North Service Area (NSA) drains into a series of seasonal washes which eventually drain into the Tickville Wash. The Tickville Wash eventually drains into the Utah Lake drainage system. Much of the northern portion of the Cedar Valley drains into the Tickvillle Wash and its contributories. The South Service Area (SSA) naturally drains into the center of the Cedar Valley to a naturally occur slough referred to as the sinks where runoff percolates into the ground.

## B. Overview of Storm Water Management Program

This document comprises Eagle Mountain City's Storm Water Management Program (SWMP). This program was developed as a result of Phase II of the National Pollutant Discharge Elimination System (NPDES) Program ordered by the United States Environmental Protection Agency (EPA) and will be submitted to the Utah Division of Water Quality (DWQ) as part of the Utah Pollutant Discharge Elimination System (UPDES) Annual Report. The Eagle Mountain City Storm Water Management Program provides an overview of the Phase II requirements and outlines the City's efforts to plan, develop, implement, and enforce a SWMP that will satisfy Phase II requirements. The basic goals of the SWMP are to reduce the discharge of storm water pollutants to the maximum extent practicable, to protect downstream waters from adverse quality and quantity impacts, and to promote behavioral changes by the public to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges.

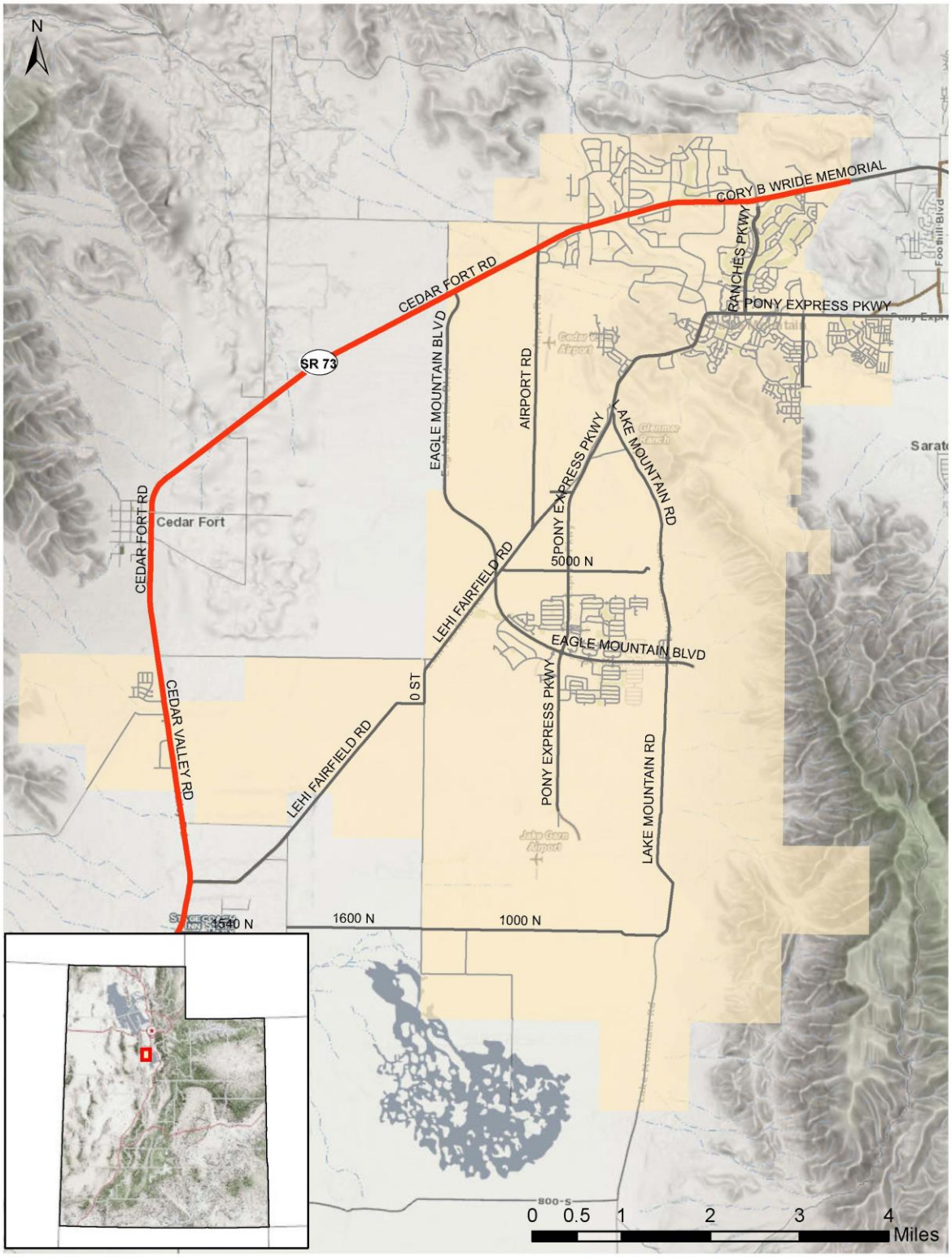


**Figure 1 Eagle Mountain City**

## C. Brief Overview of Eagle Mountain City

Eagle Mountain City incorporates approximately 41.7 square miles and is bordered by Camp Williams to the North, The Lake Mountains and Saratoga Springs to the East and the city of Cedar Fort to northwest. Eagle Mountain City's population, according to the 2020 census, is 43,623. Eagle Mountain elevation is 4,850 to 5,350 feet above sea level, with the average annual rain fall being 16 inches per year.

## D. Existing Facilities

Eagle Mountain City operates a Municipal Separate Storm Sewer System (MS4). This system consists of gravity-flow conveyance facilities constructed within the rights-of-way of public streets that discharge in to Public and private retention and detention ponds, Drainage Swales and Tickville Wash. The steep mountain slopes in the Hidden Canyon area of the City create a potential for high debris flows during a storm event. Several large basins are planned to be constructed to capture these potential flows. Public and private retention and detention systems are installed throughout the City to minimize peak flows to the conveyance system by controlling discharges and infiltrating storm runoff into the ground.

Eagle Mountain City requires residential developers to install adequate storm drainage systems throughout their subdivisions. These include curb and gutter, curb inlets, storm drain piping, and retention/ detention facilities. All developments are currently required to size conveyance systems to accommodate a 25-year storm event. Developments are required to detain runoff onsite based on a 100 year storm event. In instances where development may not be within reasonable proximity to an existing storm drain trunk lines, developments are required to construct the system for future expansion, and provide a retention pond or sump to allow runoff to percolate into the groundwater until the system can be connected to the larger overall system.

Eagle Mountain is a bedroom community, with most of the developed areas consisting of residential units. Large portions of the city are comprised of large lot (1 acre plus) subdivisions, which have smaller impact to post developed site runoff. These subdivision typically have a swale system to convey storm runoff, and utilize the City's "rural" street cross section, which does not provide for curb and gutter. Most of the drainage in these swale areas collect and percolate within the swales. The swales also act as a natural filtration for runoff that flows through.

City facilities discharge controlled runoff into the Tickville Wash, or one of its contributories at various points through the NSA. Runoff that is collected into the City system in the SSA is routed to a large regional retention pond where the runoff percolated into the ground.

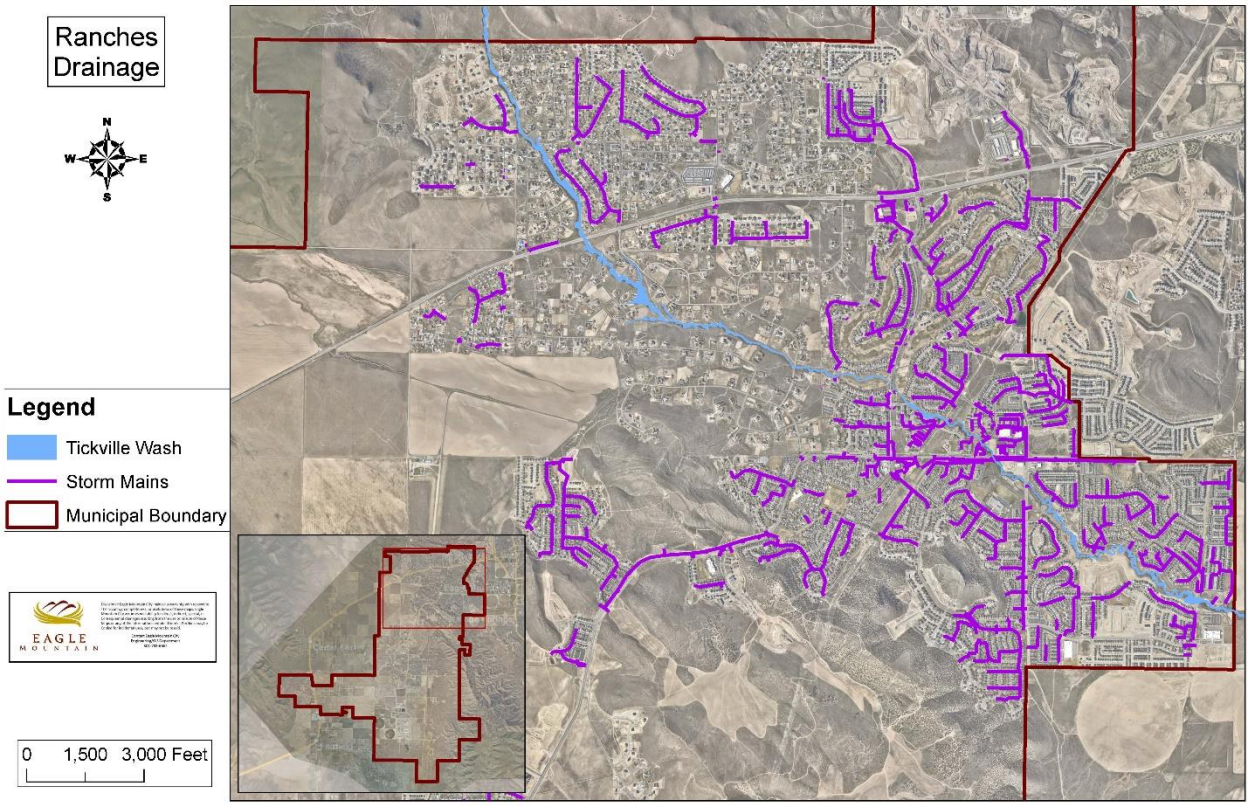


**Figure 2 Eagle Mountain Drainage North**

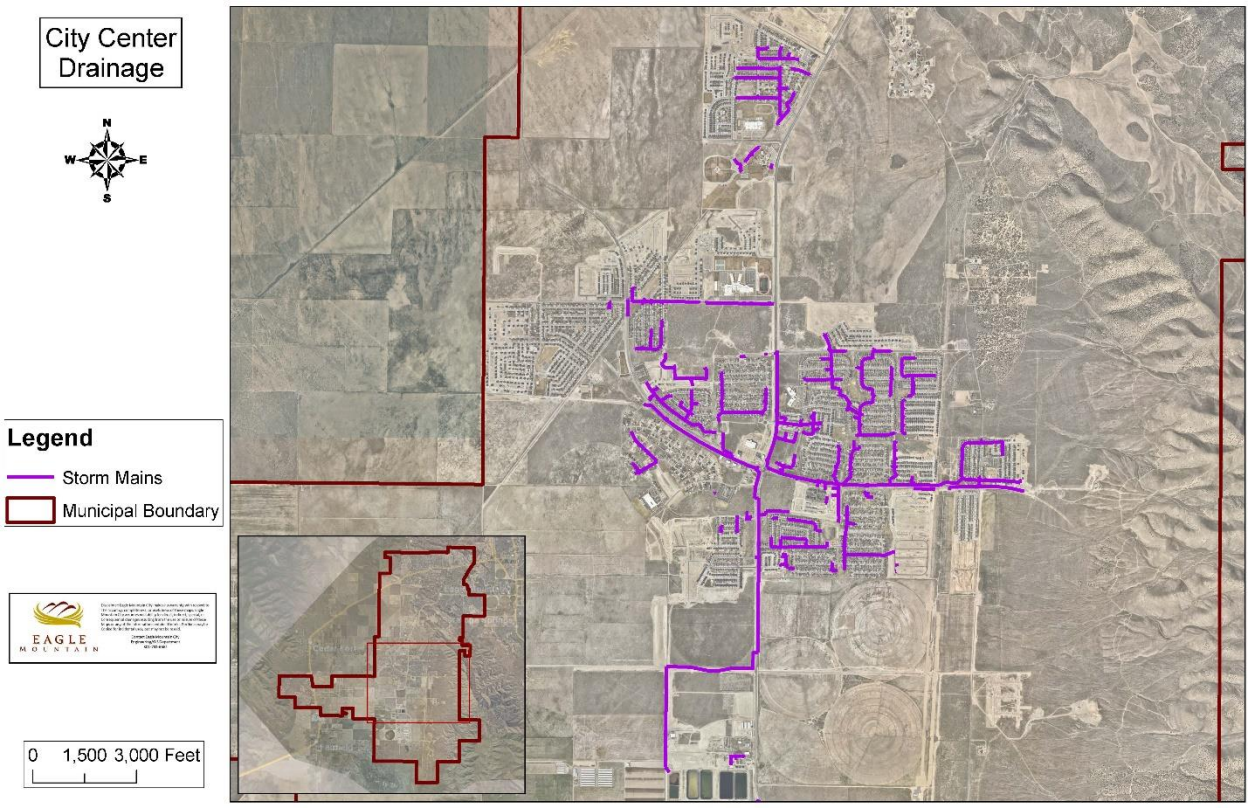


**Figure 3 Eagle Mountain Drainage South**

## E. Water Quality Concerns

Storm water runoff from lands modified by urban development can harm water resources and, in turn, cause or contribute to a violation of water quality standards. Unregulated urban development may cause adverse effects by changing natural hydrologic patterns, accelerating stream flows, destroying aquatic habitat, and elevating pollutant concentration and loadings.

Urbanization alters the natural infiltration capability of the land and causes an increase in storm water runoff that may introduce various pollutants in the receiving water bodies. Urban development decreases the amount of pervious areas (farmland, orchards, forests, meadows, etc.) and replaces these areas with impervious surfaces (rooftops, driveways, sidewalks, roads, parking lots, etc.) that do not have the ability to absorb storm water. Storm water and snowmelt wash over these areas, pick up pollutants and deposit them into the receiving waters. Urbanization also concentrates runoff and causes a gain in flow volume and velocity, causing an increase in erosion and sedimentation for downstream systems.

Eagle Mountain City is concerned with sediment introduced into the storm drain system from undeveloped areas, contamination from roadways, and from construction sites. This can clog up the pipe system and reduce the capacity of the pipe, and be very difficult to maintain. The City is also concerned about the large, unregulated volumes of drainage which routinely flow through the Tickville Wash and its contributories, particularly during snow melt and large storm events. The city instituted a program in 2012 to routinely maintain the washes that convey drainage through and out of the City. Debris and loose materials are removed, as overgrown vegetation is trimmed and removed. There is very little commercial or industrial facilities within the City, and contamination from these types of institutions in unlikely.

# 2 Program Overview

In 1990 the Environmental Protection Agency (EPA) passed federal storm water regulations that mandated municipalities to change their traditional storm water runoff management techniques. Historically, storm water management techniques have been comprised of facilities that would control the quantity of runoff to prevent flooding. The new regulation (Phase I) require certain municipalities, having populations greater than 100,000, to also address the impacts that storm water runoff would have on the water quality of the receiving waters..

In 1999 the EPA passed regulations to expand the 1990, Phase I, regulations to include municipalities having populations greater than 10,000. Phase II of the program requires regulated municipalities to include outreach programs that involve the public in planning and implementing storm water management systems. Phase II also provides regulations on construction sites that disturb areas of one acre and larger. Eagle Mountain City became a Phase II regulated City and is required to comply with all current Phase II regulations. These new requirements are outlined in the City's Storm Water Management Plan, which will become the document that outlines the methods the City will implement to achieve these goals.

To achieve these goals, the SWMP must address each of the six minimum control measures (MCM's) identified below:

## 1. Public Education and Outreach on Storm Water Impacts

Operators of small Municipal Separate Storm Sewer Systems (MS4s) must implement a public education and outreach program to promote behavior change by the public to reduce water quality impacts associated with pollutants in storm water runoff and illicit discharges. Outreach and educational efforts shall include a multimedia approach and shall be targeted and presented to specific audiences fore increased effectiveness. The education program must include documented education and outreach efforts for the following four audiences:

1. Residents,
2. Businesses, institutions, and commercial facilities,
3. Developers, contractors, and engineers,
4. Municipal facilities.

The public education portion of the program must also provide and document information and training given to municipal engineers, development and plan review staff, land use planners, and other applicable parties, to learn about Low Impact Development (LID) practices, green infrastructure

practices, and to communicate the specific requirements for post-construction control and the associated best Management Practices (BMP's) chosen to be implemented within the SWMP.

The public education program should inform individuals and households about the problems and the steps they can take to reduce or prevent storm water pollution by:

- Distributing brochures or fact sheets
- Providing public service announcements
- Implementing education programs targeted at school-age children
- Community-based projects such as storm drain stenciling and watershed clean-up

The public education program should inform individuals and households about steps they can take to reduce storm water pollution by:

- Ensuring the use and disposal of landscape and garden chemicals, fertilizers and pesticides
- Protecting and restoring riparian vegetation
- Properly disposing of used motor oil and household wastes
- Getting involved in local stream restoration activities

Materials and outreach programs should also be directed to commercial, industrial, and institutional entities likely to have significant storm water impacts. A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Public Education and Outreach on Storm Water Impacts | | | |
|---|---|---|---|
| Activity/ BMP | Measureable Goal/ Milestone | Implementation Date | Justification |
| Maintain membership in Utah County Storm Water Coalition | a. Document information and material distribution from coalition | Annually | The Utah County Storm Water Coalition implements BMP's on behalf of the City |
| Distribute water IDDE material with City newsletter in early summer | a. Document newsletters and log usage | Annually no later than June 1 | Educational materials promote public awareness of storm water issues |
| Provide copy of Storm Water Management Plan to interested parties | a. Maintain current version of SWMP on City website | Ongoing | This provides an opportunity for public input and review of the SWMP |
| Implement business education through business licensing | a. Require all business licensing applicants to complete storm water pollution prevention education | Annually no later than June 1 | This eliminates a possible source of contamination to the City system |

| | | | |
|---|---|---|---|
| Host a booth at City sponsored event | a. The City will host a booth at the annual city celebrations to provide education and public outreach | Annually at Pony Express Days | Provides education to residents attending event |

## 2. Public Involvement/ Participation

Public involvement is an integral part of the storm water management program. Early and frequent public involvement can shorten implementation schedules and broaden public support for the program. Public participation is likely to ensure a more successful Storm Water Management Program by providing valuable expertise and can act as a conduit to promote other programs. Opportunities for the public to participate are as follows:

- Participating in the development of Best Management Practices (BMP's) and measurable goals in relation to storm water management
- Involvement in the storm drainage design, implementation, and maintenance processes
- Working as a citizen volunteer to educate other individuals about the program
- Participation in volunteer storm water quality monitoring efforts

A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Public Involvement/ Participation | | | |
|---|---|---|---|
| Activity/ BMP | Measureable Goal/ Milestone | Implementation Date | Justification |
| Provide information to contractors and developers regarding their responsibility in preventing storm water pollution | a. Document meeting and post comments and suggestions from affected parties | Ongoing | This facilitates involvement and compliance from stakeholders on the SWMP |
| Sponsor community cleanup along washes | a. Document the collection and removal of debris materials that might other contaminate the washes | Annually | During clean up project, volunteers collect and dispose of debris that might otherwise contaminate the storm water system |
| ~~Conduct a Public Works Advisory Board meeting to discuss the implementation of SWPPP~~ | ~~a. Record the minutes from meeting. These board act as a liaison between the City and the public.~~ | ~~March 2014~~ | ~~This board acts a liaison between the City and residents and provides an opportunity for public involvement and input~~ |
| Bag the leaf Program | a. Provide opportunities for residents to collect and dispose of leaves in a responsible manner | Annually | Provide an efficient methos for leaves to be collected and removed from City's storm drain conveyance system |

# 3. Illicit Discharge Detection and Elimination

Illicit discharge is defined as any discharge to a municipal separate storm sewer that is not composed entirely of storm water such as, sanitary wastes, industrial process waste, and interior floor drains. Illicit discharges enter the system through either direct connections (direct piping to the storm sewer) or indirect connections (infiltration, spills collected by inlets, etc.).

Operators of regulated small MS4's are required to:

• Maintain a storm drainage system map showing the location of all outfalls, and names and location of all waters of the State that receive discharges from those outfalls
• Create, in writing, an Illicit Discharge Detection and Elimination (IDDE) Program to effectively prohibit, through ordinance, illicit discharges into the separate storm sewer system and implement a variety of appropriate enforcement procedures and actions in order to apply escalating enforcement options, as needed. The IDDE Program must have adequate legal authority to detect, investigate, eliminate and enforce against non-storm water discharges. All elements of the IDDE Program (public information, inspections, investigations, enforcement, etc.) must be thoroughly documented. The IDDE Program must include the following:

A. Develop written systematic procedures for locating and listing priority areas likely to have illicit discharges.

B. Develop structured field assessment activities, including written procedures and inspection forms, to perform routine dry weather screening of outfalls.

C. Develop and implement Standard Operation Procedures (SOP's) for tracing an illicit discharge to the source, including visual inspections, opening manholes, using mobile cameras, using chemical indicators, collecting and analyzing water samples, etc.

D. Develop and implement SOP's for characterizing the nature of, and the potential public or environmental threat posed by, any illicit discharge found or reported by the public.

E. Create and utilize a detailed inspection report used when illicit discharges are identified and confirmed.

F. Develop and implement SOP's for ceasing the illicit discharge, performing follow-up inspections, and performing escalating enforcement activities if the discharge is not eliminated.

G. Distribute information to public employees, businesses, and the general public of the hazards associated with illicit discharges and the improper disposal of waste.

H. Promote (or provide services) for the collection of hazardous household waste.

I. Publicly list and publicize a hotline for public reporting of spills or other illicit discharges and maintain a written record of all calls received and actions taken.

J. Develop a written spill/dumping response procedure, including a flow chart for internal use.

K. Develop and implement procedures for program evaluation and assessment.

L. Provide annual training to field and office personnel on how to identify, investigate, and report illicit discharges.

The illicit discharge and elimination program need only address the following categories of non- storm water discharges if the operator of the small MS4 identifies them as significant contributors of pollutants:

- Water line flushing
- Landscape irrigation
- Diverted stream flows
- Rising ground waters
- Uncontaminated ground water infiltration
- Uncontaminated pumped ground water
- Discharges from potable water sources
- Footing / foundation drains
- Irrigation water
- Springs
- Water from crawl space pumps
- Lawn watering
- Residential car washing
- Flows from riparian habitats and wetlands
- Dechlorinated swimming pool discharges
- Street wash water (excluding firefighting activities)

A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Illicit Discharge Detection and Elimination | | | |
|---|---|---|---|
| Activity/ BMP | Measureable Goal/ Milestone | Implementation Date | Justification |
| Storm Drainage System Mapping | a. Map entire in-place storm drainage system<br>b. Identify and mark all inlets, detention/ retention basins and outfalls | Ongoing | Mapping a system is essential to effectively managing it |
| Illicit Discharge Detection | a. Develop, implement and prepare in writing a plan to detect and eliminate non-storm water discharges<br>b. Update hotline for reporting suspected discharges<br>c. Join the Utah County storm water coalition<br>d. Develop a written spill/ dumping response procedure | Annually inspect discharges a minimum of once every 3 years | Inspection of outfalls and at regular intervals throughout the system will allow for the source of detection to be located and eliminated |
| Storm Water Ordinance | a. Review and update Storm Water Ordinance that prohibits illicit discharge into the storm drain system | ~~March 2014~~<br>Ongoing | An ordinance gives legislative authority to require that the quantity |

| | | | |
|---|---|---|---|
| | and include appropriate enforcement procedure and actions | | and quality of storm water discharge be regulated |
| Employee Training | a. Provide training to all field staff, office personnel and other City employees that might come in contact or receive initial reports of illicit discharges, spills, connections and improper disposals to the MS4 | Annually no later than July 1 | Employees are the City's best source to identify potential illicit discharges if they are trained in what is considered illicit. |
| Dry weather screening | a. Screen all outfalls | Annual rotation of outfalls to complete city-wide inspections every 3 years | This will provide the City with an opportunity to detect illicit discharges and find the possible sources of contamination |
| IDDE Hotline | a. Respond to 100% of calls received on the IDDE hotline and logged into Utilisync | ongoing | This will ensure that any spills of illicit discharges are accounted for and cleaned properly |

# 4. Construction Site Storm Water Runoff Control

Over a short period of time, storm water runoff from construction site activity can contribute more pollutants, including sediment, to a receiving stream that had been deposited over several decades. Storm water runoff from construction sites can include pollutants other than sediment, such as phosphorus and nitrogen, pesticides, petroleum products, construction chemicals, and solid wastes than may become mobilized when land surfaces are disturbed.

MS4 operators are required to develop, implement and enforce a pollutant control program to reduce pollutants in storm water runoff from construction activities that result in land disturbance of one or more acres. This must include an ordinance or another regulatory mechanism to require erosion and sediment controls to the extent practicable and allowable under State and local law. The program must include:

- An ordinance or other regulatory mechanism to require erosion and sediment controls for public or private projects that disturb one acre or greater. The ordinance must include sanctions to ensure compliance such as: non-monetary penalties, fines, bonding requirements, and / or permit denials for non-compliance. The ordinance must also include construction operators to prepare a Storm Water Pollution Prevention Plan (SWPPP) as well as provisions for access by qualified City personnel to inspect and enforce the elements of the SWPPP.

Develop a written enforcement strategy of the ordinance which includes:

- SOP's for SWPPP review (for all projects disturbing one acre or greater or those that disturb less than one acre that are part of a common plan of development) to ensure compliance with State and Local regulations. The SWPPP review shall also include the following:
- Review of pre-construction BMP's, BMP's used during the construction phase, and BMP's to be incorporated as post-construction permanent measures.
- Creating and follow a checklist that considers potential water quality impacts.
- Review procedures that evaluate and encourage Low Impact Development (LID) or green infrastructure design that may be incorporated into the overall project site design.
- Prioritize proposed construction sites of their potential to create adverse water quality impacts, particularly to the waters listed by the State as impaired.

Create a Construction Site Storm Water Runoff Inspection Program that includes the following:

- SOP's for construction site inspections and enforcement actions for non- compliance. The procedures must clearly define who is responsible for
- site inspections and who has the authority to impose sanctions to ensure compliance to the program.
- Usage of the most current Construction Site Inspection Form (Checklist) found on the State of Utah – Division of Water Quality website.

- Site Inspections performed at pre-construction, current construction, and post-construction phases of the project.

SOP's that include procedures for being notified by construction operators of their completion of active construction activities so that final stabilization of the project site can be verified and removal of temporary control measures can be conducted. Detailed documentation, tracking, and record-keeping of all inspection activities, corrective actions, and enforcement actions are to be kept and maintained by the City. SOP's that include specific processes and sanctions to minimize occurrences of, and obtain compliance from violators, which shall include appropriate, escalating enforcement actions and procedures will be implemented.

- Requirements to control other waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may adversely impact water quality
- Procedures for receipt and consideration of information submitted by the public
- Adequate training of all staff whose primary job duties are related to the implementation of the Construction Site Storm Water Program

A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Construction Site Storm Water Runoff Control | | | |
|---|---|---|---|
| Activity/ BMP | Measurable Goal/ Milestone | Implementation Date | Justification |
| Storm Water Ordinance | a. Review and update Storm Water Ordinance that prohibits illicit discharge into the storm drain system and include appropriate enforcement procedure and actions | ~~March 2017~~ Ongoing | An ordinance gives legislative authority to require that storm water discharge be regulated |
| Develop program for detection and enforcement | a. Create SOP's for inspection and enforcement including escalating enforcement actions for non-compliance<br>b. Create SOPs that outline how all inspections will be documented as well as how records of all inspections shall be maintained<br>c. Create SOPs outlining how all enforcement actions taken will be documented and recorded | Ongoing | Inspection is often necessary to achieve successful storm water pollution prevention |
| Require SWPPP for all development > 1 acre | a. Require all SWPPPs to be submitted and approved by City staff and record inspections of SWPPP<br>b. Include construction site SWPPP | Ongoing | Planning adequate measures to mitigate storm water pollution during the land development should |

| | | | |
|---|---|---|---|
| | review a part of pre-construction meeting<br>c. Keep record of changes made to the SWPPP during the construction process | | reduce pollution. |
| Training | a. Implement annual training for personnel involved with SWPPP inspection<br>b. Require inspection of approved SWPPPS weekly to ensure compliance | Ongoing | Employees should understand the various components of the SWPPP and understand what they should accomplish so that they can analyze how effect the BMP's have been implemented |

# 5. Post Construction Runoff Control

Increased human activity associated with development often results in increased pollutant loading from storm water discharges. If potential adverse water quality impacts are considered from the beginning stages of a project, new development and redevelopment provides more opportunities for a decrease in storm water runoff and an increase in water quality protection. The objective of this measure is for the hydrology associated with new development to resemble the pre-development hydrology or to improve the hydrology of a redeveloped site and reduce the discharge of storm water.

Operators of small MS4's will be required to develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that result in land disturbance of greater than or equal to one acre that discharge into the MS4, including projects less than one acre that are part of a larger common plan of development. Specifically:

- Develop and adopt an ordinance that requires long-term post-construction storm water controls at new development and redevelopment sites. The ordinance shall, at a minimum, be equivalent with the technical requirements set forth in the UPDES Storm Water General Permit for Construction Activities, UTR300000, which can be found at http://www.waterquality.utah.gov/UPDES/stormwatercon.htm.
- Development an enforcement strategy and implement the enforcement provisions in the ordinance including ongoing inspections and detection programs, sets penalties for violators, and addresses measures to correct violations.
- Procedures that include specific processes and sanctions to minimize the occurrence of, and obtain compliance from, chronic and recalcitrant violators which shall include appropriate, escalating enforcement procedures and actions. Documentation on how the requirements of the ordinance will protect water quality and reduce the discharge of pollutants to the MS4.

A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Post Construction Runoff Control | | | |
|---|---|---|---|
| Activity/ BMP | Measurable Goal/ Milestone | Implementation Date | Justification |
| Operation and Maintenance Plan | a. Train storm water maintenance employees on how to operate and maintain post-construction runoff BMP's.<br>b. Create a list of BMP's that require scheduled inspections.<br>c. Create a schedule for routine operation, maintenance, and | ~~July 2014~~<br>Ongoing | Post construction BMPs are ineffective if they are not maintained regularly |

| | | | |
|---|---|---|---|
| | inspections. | | |
| Storm Water Ordinance | a. Create a storm water ordinance to provide the legal authority to regulate and enforce illicit discharge activity. | ~~March 2014~~ Ongoing | An ordinance gives legislative authority to require that storm water discharge be regulated |
| Inspection and Enforcement | a. Create a storm water ordinance to provide the legal authority to regulate and enforce illicit discharge activity. | ~~March 2014~~ Ongoing | Inspection is often necessary to achieve successful storm water pollution prevention |
| RSI Certification | a. Maintain RSI certification to all city storm water staff | Ongoing | |

# 6. Pollution Prevention and Good Housekeeping for Municipal Operations

Several facilities within Eagle Mountain City are owned or operated by Eagle Mountain. These facilities fall under general good housekeeping practices followed by the City. Stormwater from activities related to buildings can contaminate stormwater runoff with hydrocarbons, solvents, pesticides, or other material that may be dumped illegally or illicit discharge may occur. A list of SOP's to accomplish this includes:

- Keep parking lots clean and orderly. Remove and properly dispose of trash and other debris
- Provide an adequate number of trash receptacles for people to use
- Cover trash receptacles to prevent trash from leaving the receptacle unexpectedly during high winds and to prevent animals from entering the trash receptacles
- Routinely sweep streets
- Bag the leaf program to provide residents with adequate means to dispose of fallen leaves

A list of the City's better management practices (BMP's) that will be implemented as part of this program are outlined below.

| Pollution Prevention and Good Housekeeping for Municipal Operations | | | |
|---|---|---|---|
| Activity/ BMP | Measureable Goal/ Milestone | Implementation Date | Justification |
| Employee Training | a. Create a training presentation for employees<br>b. Schedule and complete sessions with individual employees | Annually no later than July 1 | Employees are the City's best source to identify potential illicit discharges if they are trained in what is considered illicit. |
| Inventory of City Owned Facilities | a. Create a written inventory of all city owned facilities<br>b. Set Priority levels for City facilities and determine high priority<br>c. Designate employee responsible for each facility | Completed | An inventory of City owned facilities will help the city to maintain those site |
| Municipal Operations Waste Disposal | a. Locate suitable location for storm water waste material drying bed<br>b. Build drying bed for collected storm water<br>c. Train employees on use of drying beds and disposal | ~~Sept 2017~~<br>Ongoing | Proper disposal of debris removed from the City's storm drain system is vital to ensure that |
| Inspection of City Owned Facilities | a. Develop an inspection schedule for all city owned facilities<br>b. Complete inspections of all city owned facilities | ~~July 1, 2016~~<br>Ongoing | Inspection of the facilities may help identify materials that should not be present |

| | | | |
|---|---|---|---|
| City Facilities Storm Drain System Maintenance Program | a. Take inventory of all drainage systems at city owned facilities<br>b. Create a maintenance schedule for drainage systems<br>c. Ensure all floor drains are connected to sewer system and not into storm drain | Ongoing | Routine maintenance helps to ensure that the facilities do not adversely affect the storm drainage system |
| Routine Municipal Operations | a. Street sweep 100% of all Streets twice annually<br>b. Clean 20% of all catch basins annually | Ongoing | Routine maintenance will reduce possible clogging or backup in City system |
| MS4 Staff Meeting | a. City MS4 staff to meet monthly to coordinate concerns and collaborate on ongoing maintenance | Ongoing | This will allow City staff to maintain efficient and effective housekeeping practices |

## 7. Revise Construction Standards

New developments will be required to detain the 80th percentile storm event on site. The general permit for MS4s, UPDES permit No. UTR090000 which was reissued May 12, 2021, requires new development or redevelopment projects to manage rainfall on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile storm event.

To accomplish this goal, the City will add various new methods of storm water conveyance and detention. These may include more swales, bioretention areas, below grade detention, deep well injections, or other methods which may be found to work. Soils throughout much of the city are considered to be bio-collapsible, so the City will avoid instances where storm water runoff could undermine the supporting soils beneath city roads and infrastructure. Because of the relatively low average rainfall within the state, and in the Cedar Valley in particular, the City is very interested in trying to capture as much rainfall as possible without collecting and sending off existing bodies of water.

Changes to the City construction standards, and development requirements will be adopted no later than the August 16 City Council meeting, so that they can become effective September 1, 2016 to be within compliance of the standards issued by the State of Utah. All plans submitted after September 1 that consist of a project of 1 acre or more will be required to conform to this requirement.

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | |
|---|---|
| **TITLE:** | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Fee Waiver for the Sweetwater Fire Station and Fire Station 253 Impact Fees. |
| **ITEM TYPE:** | Resolution |
| **FISCAL IMPACT:** | $45,203.40 |
| **APPLICANT:** | Unified Fire Service Area |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|

**PUBLIC HEARING:**
No

**PREPARED BY:**
Lianne Pengra, Recorder's Office

**PRESENTED BY:**
Mayor Tom Westmoreland

**RECOMMENDATION:**
Staff recommends the City Council consider a resolution approving a fee waiver of the Sweetwater Fire Station and Fire Station 253 impact fees.

**BACKGROUND:**
Unified Fire Service Area (UFSA) has requested that the impact fees for the Sweetwater Fire Station and Fire Station 253 be waived since the facilities are used for a public purpose. UFSA has provided this courtesy to its member cities with respect to the impact fees UFSA charges.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**
RES--Fee Waiver for Sweetwater Fire Station & Fire Station 253

Fire Station 253 Impact Fees

Sweetwater Fire Station Impact Fees

# RESOLUTION NO. R-  - 2022

## A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A FEE WAIVER FOR THE SWEETWATER FIRE STATION AND FIRE STATION 253 IMPACT FEES

WHEREAS, the Unified Fire Service Area determined it is in the public interest to construct the Sweetwater Fire Station and Fire Station 253 to provide for efficient public safety services; and

WHEREAS, on the 18th day of January, 2022, the City Council of Eagle Mountain City, Utah, approved a site plan for the Sweetwater Fire Station; and

WHEREAS, on the 1st day of March, 2022, the City Council of Eagle Mountain City, Utah, approved a site plan for Fire Station 253; and

WHEREAS, as part of the City's ongoing cooperation with Unified Fire Service Area, the City Council has determined that it is in the best interest of the residents of Eagle Mountain City to waive any and all impact fees associated with the construction of the Sweetwater Fire Station and Fire Station 253.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that impact fees associated with the construction of the Sweetwater Fire Station and Fire Station 253 shall be waived.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of June, 2022.

EAGLE MOUNTAIN CITY

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of June, 2022.

| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____

Lianne Pengra, CMC
Chief Deputy Recorder

**Engineering Division**
**2545 North Sweetwater Road**
**Eagle Mountain City, Utah 84005**
**(801) 789-6671**

Wednesday, May 25, 2022

Leesa Holland
Building Department
Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain City, UT 84043

SUBJECT: Fire Station 253- Impact Fees

The usage and demand for the UFA Fire Station 253 have been reviewed based on the impact fees assessed for the General South Service Area impact fee zone. These impact fees are based on Equivalent Residential unit calculations for each impact fee category.

The ERU calculation are based on the following criteria:

| | | |
|---|---|---|
| Water: | 1 ERU = 0.9 ac-ft => | Indoor Use = 396 gpd = 1 ERU's |
| | | Outdoor Use = 0.59 acre-feet = 0.65 ERU's |
| | | Total = 1.65 ERU's |
| Sewer: | 1 ERU = 244 gpd => 396 gpd/ 244 gpd/ ERU = 1.6 ERU's | |
| Transportation: | 1 ERU = 10 trips/ day => 20 through trips / 10 Trips / ERU = 2 ERU's | |
| Storm Drain: | 1 ERU = 9,000 sq. ft. => 1.75 acres / 9,000 sq. ft. / ERU = 8.5 ERU's | |
| Parks and Trails: | 1 ERU = 4.2 persons => assume 0.0 ERU | |
| Public Safety: | 1 ERU = 1,000 sq. ft. => 16,774 sq. ft. / 1,000 sq. ft. = 16.7 ERU's | |

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

Sincerely,

Christopher T. Trusty, P.E.
City Engineer
Eagle Mountain City

| IMPACT FEE CALCULATIONS | | | |
|---|---|---|---|
| WATER | | | |
| Service Area 1 Buy In | $ 251.00 | 1.65 | $ 414.15 |
| Serive Area 1 Future Facilities | $3,417.00 | 1.65 | $ 5,638.05 |
| TOTAL | $3,668.00 | | $ 6,052.20 |
| WASTEWATER | | | |
| EM Propertyies Equity Buy In | $ 114.00 | 1.6 | $ 182.40 |
| Treatment Buy In | $1,982.00 | 1.6 | $ 3,171.20 |
| Future Facilities | $1,366.00 | 1.6 | $ 2,185.60 |
| TOTAL | $3,462.00 | | $ 5,539.20 |
| TRANSPORTATION | | | |
| Future Facilities | $1,235.00 | 2 | $ 2,470.00 |
| TOTAL | $1,235.00 | | $ 2,470.00 |
| STORM DRAIN | | | |
| Equity Buy In | $ 29.00 | 6 | $ 174.00 |
| Future Facilities | $ 611.00 | 6 | $ 3,666.00 |
| TOTAL | $ 640.00 | 6 | $ 3,840.00 |
| PARKS AND RECREATION | | | |
| Regional Park Equity Buy In | $ 110.00 | 0 | $ - |
| Future Facilties | $3,580.00 | 0 | $ - |
| TOTAL | $3,690.00 | 0 | $ - |
| PUBLIC SAFETY | | | |
| Future Facilities | $ 145.00 | 11 | $ 1,595.00 |
| **TOTAL** | | | **$ 19,496.40** |

**Engineering Division**
**2545 North Sweetwater Road**
**Eagle Mountain City, Utah 84005**
**(801) 789-6671**

Tuesday, April 12, 2022

Leesa Holland
Building Department
Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain City, UT 84043

SUBJECT: Fire Station 251- Impact Fees

The usage and demand for the UFA Fire Station 251 have been reviewed based on the impact fees assessed for the General South Service Area impact fee zone. These impact fees are based on Equivalent Residential unit calculations for each impact fee category.

The ERU calculation are based on the following criteria:

| | | |
|---|---|---|
| Water: | 1 ERU = 0.9 ac-ft => | Indoor Use = 700 gpd = 1 ERU's |
| | | Outdoor Use = 0.35 acre-feet = 0.4 ERU's |
| | | Total = 1.40 ERU's |
| Sewer: | 1 ERU = 244 gpd => 899 gpd/ 244 gpd/ ERU = 3.70 ERU's | |
| Transportation: | 1 ERU = 10 trips/ day => 20 through trips / 10 Trips / ERU = 2 ERU's | |
| Storm Drain: | 1 ERU = 9,000 sq. ft. => 1.15 acres / 9,000 sq. ft. / ERU = 6 ERU's | |
| Parks and Trails: | 1 ERU = 4.2 persons => assume 0.0 ERU | |
| Public Safety: | 1 ERU = 1,000 sq. ft. => 10,800 sq. ft. / 1,000 sq. ft. = 11 ERU's | |

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

Sincerely,

Christopher T. Trusty, P.E.
City Engineer
Eagle Mountain City

| IMPACT FEE CALCULATIONS | | | |
|---|---|---|---|
| WATFR | | | |
| Service Area 1 Buy In | $ 251.00 | 1.4 | $ 346.38 |
| Serive Area 1 Future Facilities | $3,417.00 | 1.4 | $ 4,715.46 |
| TOTAL | $3,668.00 | | $ 5,061.84 |
| WASTEWATER | | | |
| EM Propertyies Equity Buy In | $ 114.00 | 3.7 | $ 419.52 |
| Treatment Buy In | $1,982.00 | 3.7 | $ 7,293.76 |
| Future Facilities | $1,366.00 | 3.7 | $ 5,026.88 |
| TOTAL | $3,462.00 | | $ 12,740.16 |
| TRANSPORTATION | | | |
| Future Facilities | $1,235.00 | 2 | $ 2,470.00 |
| TOTAL | $1,235.00 | | $ 2,470.00 |
| STORM DRAIN | | | |
| Equity Buy In | $ 29.00 | 6 | $ 174.00 |
| Future Facilities | $ 611.00 | 6 | $ 3,666.00 |
| TOTAL | $ 640.00 | 6 | $ 3,840.00 |
| PARKS AND RECREATION | | | |
| Regional Park Equity Buy In | $ 110.00 | 0 | $ - |
| Future Facilties | $3,580.00 | 0 | $ - |
| TOTAL | $3,690.00 | 0 | $ - |
| PUBLIC SAFETY | | | |
| Future Facilities | $ 145.00 | 11 | $ 1,595.00 |
| **TOTAL** | | | **$ 25,707.00** |

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |
| **TITLE:** | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Triumph Master Development Agreement. |
| **ITEM TYPE:** | Master Development Agreement |
| **FISCAL IMPACT:** | Potential future reimbursement for upsizing of infrastructure or construction of master-planned roads |
| **APPLICANT:** | Scot Hazard |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| Foothill Residential | Foothill Residential | 162 | Triumph - East Bench |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Steve Mumford, Planning

**PRESENTED BY:**
Jeremy Cook, City Attorney and Steve Mumford, Assistant City Administrator

**RECOMMENDATION:**
We recommend approval of a resolution of Eagle Mountain City, Utah, Approving the Triumph Master Development Agreement as presented *(or as amended)*.

**BACKGROUND:**
The Triumph Master Development Plan and Preliminary Plat were approved by the City Council on January 18, 2022. Those approvals are contingent upon the approval of an MDA, as described in EMMC 16.10. The development is fairly straightforward and was approved with 236 single-family lots with a mix of 1/2-acre lots and 1/3-acre lots. The agreement, drafted by the City Attorney, includes language related to park improvements, roads, dedication of land for future rights-of-way, benchmarks, and infrastructure upsizing/reimbursement. This agreement includes a six-year expiration or terminates automatically at buildout, whichever is first.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
The criteria for approval of an MDA are found in EMMC 16.10.080. Some criteria may only be applicable to more complex developments.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
On June 14 the Planning Commission reviewed the proposed Triumph MDA and recommended approval (4-0, Commissioner Wells excused).

**ATTACHMENTS:**

RES--Triumph Master Development Agreement
Triumph MDA

# RESOLUTION NO. R-  - 2022

## A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE TRIUMPH MASTER DEVELOPMENT AGREEMENT

*PREAMBLE*

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

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

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

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of June, 2022.

EAGLE MOUNTAIN CITY

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of June, 2022.

| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____

Lianne Pengra, CMC
Chief Deputy Recorder

# EXHIBIT A

**WHEN RECORDED, RETURN TO:**
City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

# MASTER DEVELOPMENT AGREEMENT
# FOR
# TRIUMPH SUBDIVISION

THIS MASTER DEVELOPMENT AGREEMENT (this "**Agreement**" or "**MDA**") is made and entered as of the last date executed by the parties below (the "**Effective Date**"), by and between **Eagle Mountain City**, a Utah municipal corporation ("**Eagle Mountain**" or "**City**") and **Belle Street Investments**, **LLC**, a Utah limited liability company ("**Developer**").

## RECITALS

A. Developer is the owner of approximately 161.99 acres of real property as described in Exhibit A (hereinafter the "**Property**").

B. On January 18, 2022, the Eagle Mountain City Council approved a requested Rezone of the Property and a Master Plan / Preliminary Plat for development attached as Exhibit C (the "**Master Plan**").

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

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

E. The Parties understand and intend that this MDA is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2022) *et seq*.

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

## I. DEFINITIONS

As used in this MDA, the words and phrases specified hereafter shall have the following meanings:

**Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2022), *et seq*.

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

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

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

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

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

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

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

**Developer** means Belle Street Investments, and any of its later successors in interest or assignees as permitted by this MDA.

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

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

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

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

**Master Plan** means the Master Plan / Preliminary Plat approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit C.

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

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

**Notice of Decision** means the City's certification by letter that the Rezone and Preliminary Plat, which include certain terms and conditions for development of the Project, have been approved and also sets forth the date of decision(s). A copy of the Notice of Decision is attached hereto as Exhibit D.

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

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

**Project** means the Triumph Subdivision 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.

**Property** means the approximately 161.99 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

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

**Rezone Exhibit** means the rezone exhibit approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit B.

## II. GENERAL DEVELOPMENT OF THE PROJECT

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

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

## III. PROPERTY ZONING AND DEVELOPMENT

The Property is zoned Foothills Residential (FR). The Residential Parcel shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. The lot configuration and road location within the FR zoned areas shall be consistent with the configuration on the Master Plan.

## IV. ROADS AND TRAFFIC

a. **Internal Roadways.** The Preliminary Plat/Plan depicts the proposed rights-of-way and access points within and for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

b. **Dedication of Land for Future Rights-of-Way Build-Out.** Developer shall dedicate to the City lands as depicted on the Master Plan in conjunction with the recording of each phase of the Project wherein lies a portion of the land represented as a future roadway(s). Developer shall construct improvements to complete, per City standards: 1) the half-width build-out plus four-feet (4') of asphalt of Aviator Avenue (as an "arterial" right-of-way) along the full length of its abutment to, and along the western side of, the Project; and, 2) the half-width plus additional width to provide a minimum of twenty-four feet (24') of hard surface(d) access along/for full length of the two (2) rights-of-way (as a "collector" right-of-way) that are depicted on the plat as abutting the Project on its northern and southern ends, each such collector road running east/west. A map depicting the areas where Developer will improve the roads is attached hereto as Exhibit F.

## V. PARKS AND OPEN SPACE

a. **Park Plan.** The Master Plan shows the location of an approximately 3.98 acre park within Parcel B ("**City Park**"). A concept plan for the City Park is included in the Utility Plan set attached hereto as Exhibit E. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. Prior to recording the first final plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director.

b. **Dedication of Park Improvements.** The City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the recording of a final subdivision plat. The parties anticipate that Parcels A, C and D will be dedicated to and maintained by the HOA for the Project, and that Parcels B and E will be dedicated to and maintained by the City.

## VI. VESTED RIGHTS

a. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, Eagle Mountain's Vested Laws, and the Preliminary Plat/Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

b. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain's Future Laws to the Project as specified in subsection (a) above are subject to the following exceptions:

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

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;

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

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;

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

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

7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds and determines, on the record, are necessary to avoid

jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

## VII. TERM OF AGREEMENT

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

## VIII. BENCHMARKS

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

a. First Final Plat: The first final plat for the Project shall be submitted for approval within two (2) years from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

b. City Park: In accordance with 16.35.105(A)(10) of the Vested Law, the approximately 3.98-acre park shall be fully completed prior to recording of the first final plat, or a separate cash escrow of $3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = $75,000 ($3,750 x 20). In the case of inclement weather, the Developer may request an extension to this timeline, to be considered at the discretion of the City.

## IX. PROCESSING OF DEVELOPMENT APPLICATIONS

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

## IX. PUBLIC INFRASTRUCTURE

a. Construction by Developer. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public

Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

b. Utility Plan. Attached hereto as Exhibit E is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan.

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

## XI. UP-SIZING/REIMBURSEMENTS TO DEVELOPER

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

## XII. DEFAULT

a. **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.

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

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

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

3. Optional Cure. If Eagle Mountain chooses, in its discretion, it may propose a method and time within 90 days for curing a/the Default(s) which shall be of no less than thirty (30) days duration.

c. 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.

d. Public Meeting. Before any remedy in Section XIV 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.

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

## XIII. DEVELOPER'S EXCLUSIVE REMEDY

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

## XIV. 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.

## XV. NOTICES.

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

**To the Developer:**

_____

_____

_____

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**To Eagle Mountain:**

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

## XVI. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE.

This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

## XVII. ASSIGNABILITY.

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

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

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

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.

4. Sale of a Parcel. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public

Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a sub-developer upon a subsequent subdivision of the Parcel that creates individually developable lots.

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

## XVIII. NO WAIVER.

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

## XIX. SEVERABILITY.

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

## XX. FORCE MAJEURE.

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

## XXI. TIME IS OF THE ESSENCE.

Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

## XXII. HEADINGS.

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

## XXIII. APPLICABLE LAW.

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

## XXIV. VENUE.

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

## XXV. ENTIRE AGREEMENT.

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

## XXVI. MUTUAL DRAFTING.

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

## XXVII. RECORDATION AND RUNNING WITH THE LAND.

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

## XXVIII. AUTHORITY.

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

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

**DATED** this _____ day of _____, 2022.

**BELLE STREET INVESTMENTS, LLC**

_____

Print Name: _____

Title: _____

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )
:ss.
COUNTY OF _____ )

On the _____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **Bell Street Investments, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

**DATED** this _____ day of _____, 2022.

**EAGLE MOUNTAIN CITY**

_____
Tom Westmoreland, Mayor

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ATTEST:

_____
Fionnuala Kofoed, City Recorder

Approved as to form:

_____
City Attorney

**TABLE OF EXHIBITS**

| | |
|---|---|
| Exhibit "A" | Legal Description of Property |
| Exhibit "B" | Rezone Exhibit |
| Exhibit "C" | Master Plan |
| Exhibit "D" | Notice of Decision |
| Exhibit "E" | Utility Plan (including landscape drawings) |
| Exhibit "F" | Road Improvement Diagram |

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**EXHIBIT "A"**
**LEGAL DESCRIPTION OF PROPERTY**

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

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

Area = 161.33 Acres

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**EXHIBIT "B"**
**REZONE EXHIBIT**

**EXHIBIT "C"**
**CONCEPT PLAN**

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**EXHIBIT "D"**
**NOTICE OF DECISION**

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**EXHIBIT "E"**
**UTILITY PLAN (INCLUDING LANDSCAPE PLANS)**

**LEGAL DESCRIPTION**
**PREPARED FOR**
***TRIUMPH SUBDIVISION***
**EAGLE MOUNTAIN CITY, UTAH**
(February 9, 2022)
20-0055

**BOUNDARY DESCRIPTION**

A tract of land located in the E1/2 and SW1/4 of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 19; thence S89°55'59"E along the Section line 946.76 feet to the East line of Lake Mountain Road as described in Deed Entry No. 148895:2007 in the Office of the Utah County Recorder; thence S01°59'21"W along said East line of Lake Mountain Road 828.69 feet; thence S89°55'59"E 397.25 feet to the 1/16th (40 acre) Section line; thence S00°05'03"W along said 1/16th Section line 4,509.43 feet to the South line of said Section 19; thence N89°47'14"W along said South line of Section 638.50 feet to the East line of said Lake Mountain Road; thence N03°26'46"E along said East line of Lake Mountain Road 56.09 feet; thence N89°47'09"W 690.14 feet to the ¼ Section line of said Section 19; thence N89°48'33"W 315.18 feet; thence N02°54'04"E 1,279.81 feet to the ¼ Section line of said Section 19; thence S89°51'23"E along said ¼ Section line 254.43 feet to the ¼ Section Line; thence N00°10'50"E along the ¼ Section line 3,999.68 feet to the point of beginning.

Contains: 161.99 acres+/-

**EXHIBIT "B"**
**REZONE EXHIBIT**

# TRIUMPH SUBDIVISION

**General Plan Land Use setting/category:** Foothill Residential

**Zone:** Foothill Residential (FR)

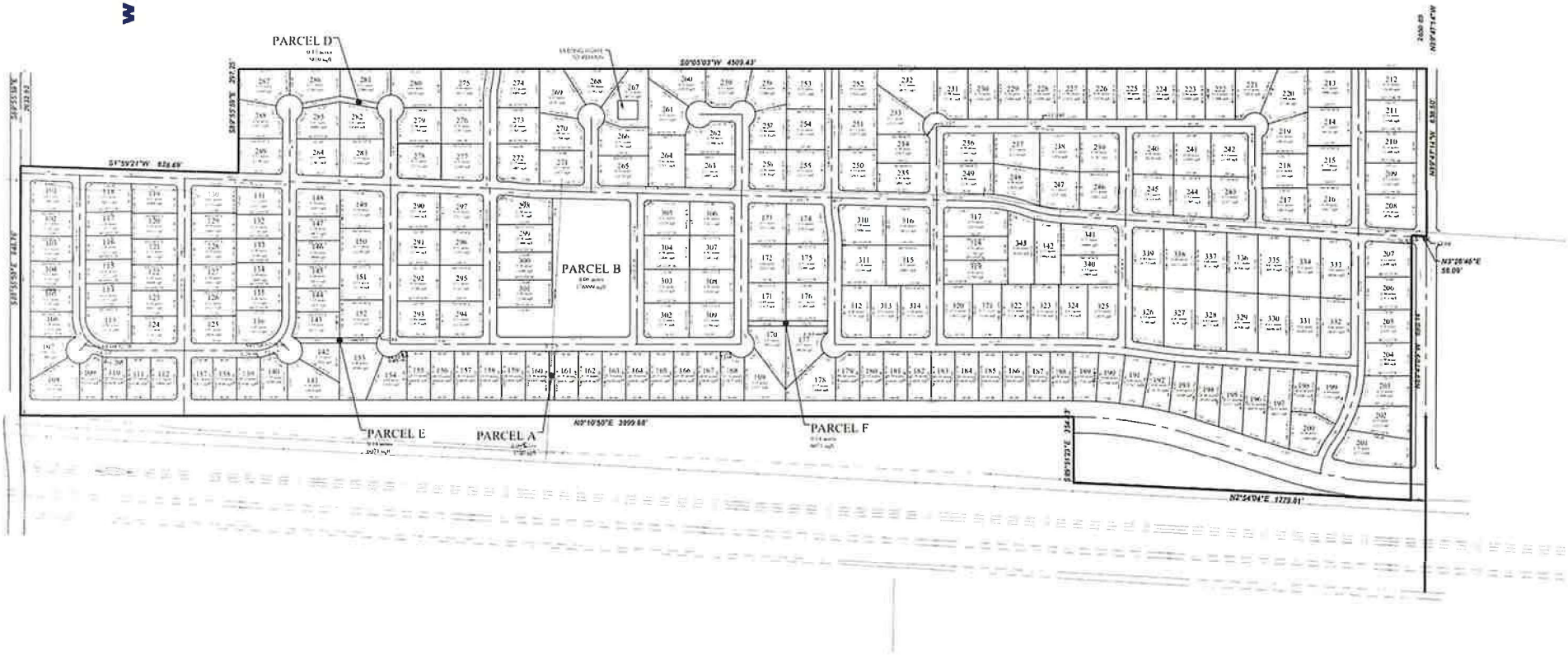
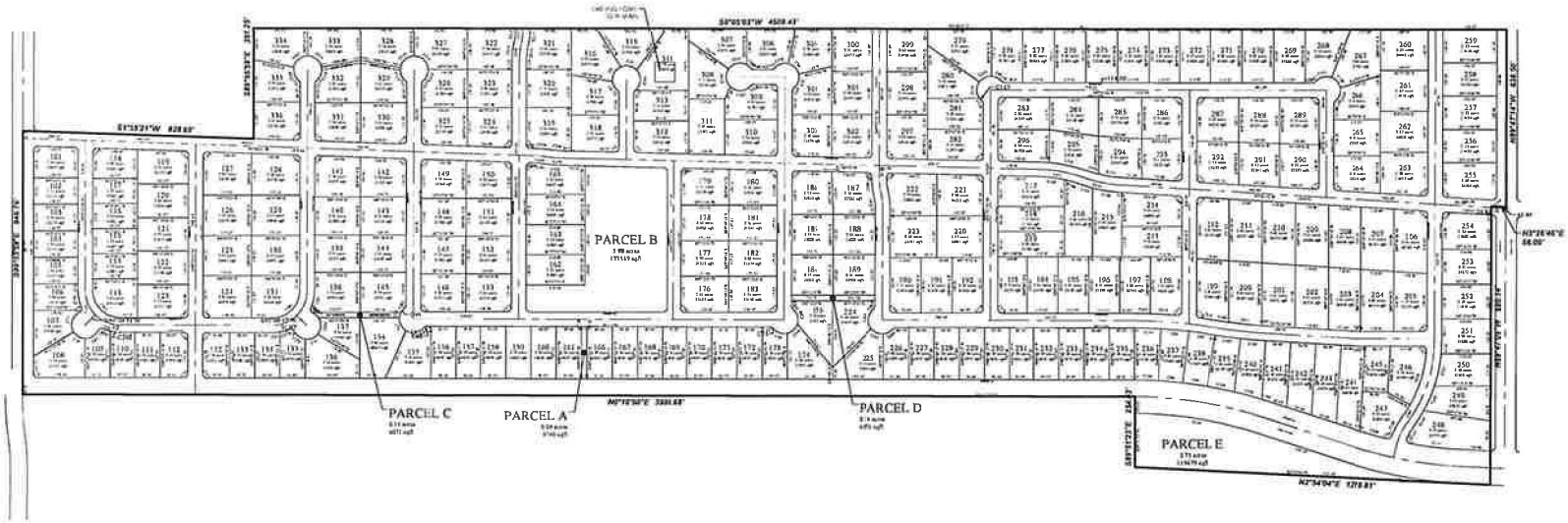


**EXHIBIT "C"**
**CONCEPT PLAN**



### CONCEPT TABULATIONS

| | |
|---|---|
| TOTAL ACREAGE: | ±162.00 ACRES |
| SINGLE FAMILY LOTS: | 236 |
| 1/2-ACRE LOTS: | 183 |
| 1/3-ACRE LOTS | 53 |
| TOTAL DENSITY: | 1.5 UNITS/ACRE |
| IMPROVED OPEN SPACE: | 4.35 ACRES (4.06 REQ'D) |
| DETENTION AREA: | 2.75 ACRES |
| AVERAGE LOT SIZE: | 21,781 SQFT |

### ZONE REQUIREMENTS

| | |
|---|---|
| ZONE: | FOOTHILL RESIDENTIAL (FR) |
| MINIMUM LOT SIZE: | 10,890 SQFT |
| AVERAGE LOT SIZE: | 21,780 SQFT |
| OPEN SPACE: | 750 SQFT PER LOT |
| LOT FRONTAGE: | 90' |
| ON CUL-DE-SAC: | 50' |

### ZONE REQUIREMENTS (CONT.)

| | |
|---|---|
| LOCAL ROW WIDTH: | 53' |
| MINOR COLLECTOR WIDTH: | 77' |
| MINOR ARTERIAL WIDTH: | 122' |
| CUL-DE-SAC RADIUS: | 50' |
| CUL-DE-SAC LENGTH: | 400' MAXIMUM |
| BLOCK LENGTH: | 1,000' |
| | 1,200' WITH WALKWAY |
| CONNECTIVITY INDEX SCORE: | 1.5 MINIMUM |

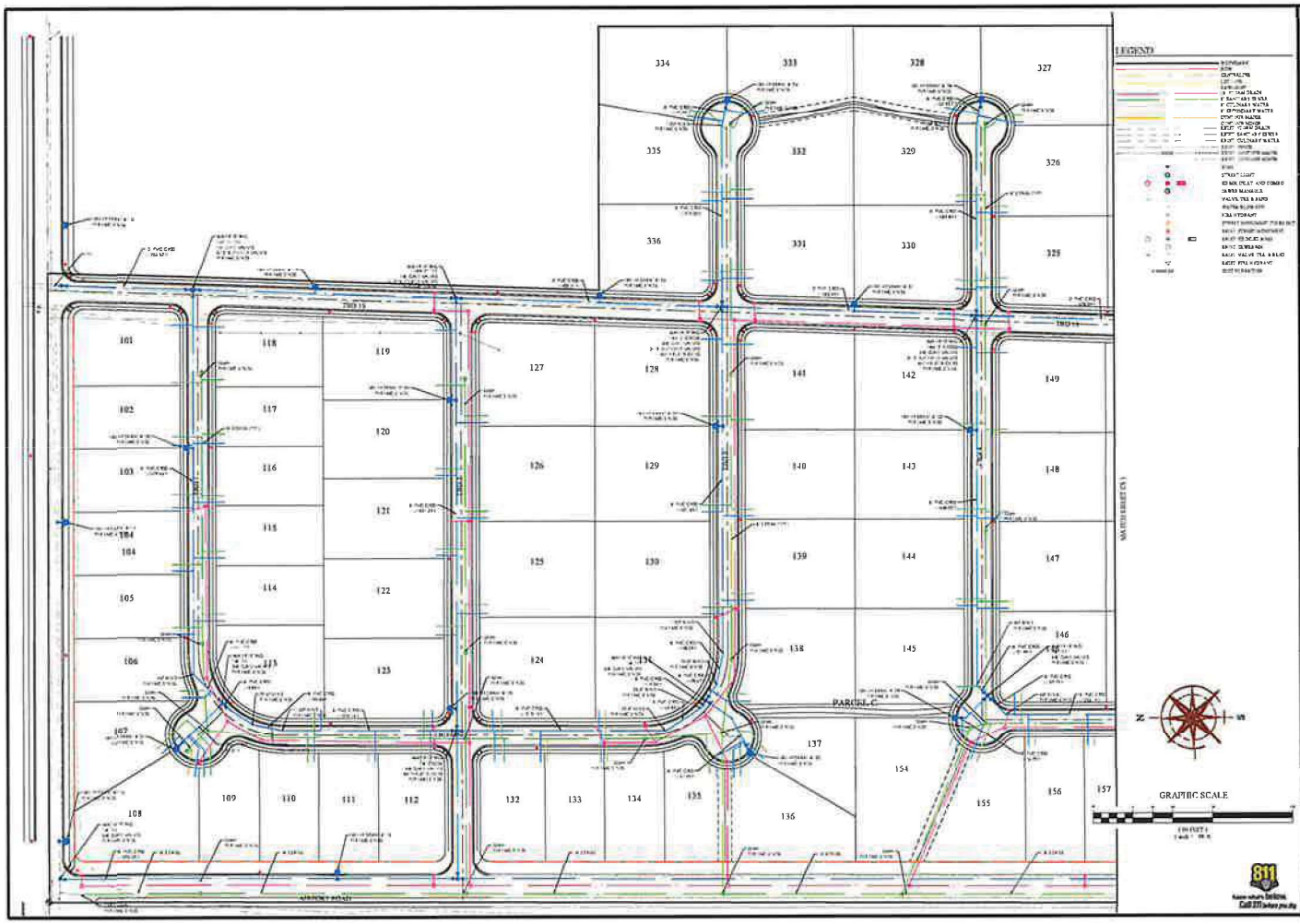
# *TRIUMPH master plan*

EAGLE MOUNTAIN, UTAH COUNTY
1/26/2022

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

FOCUS. ENGINEERING AND SURVEYING LLC

**EXHIBIT "D"**
**UTILITY PLAN (INCLUDING LANDSCAPE PLANS)**




FOCUS
ENGINEERING AND SURVEYING, LLC

TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN

UTILITY PLAN

C5

LEGEND
PARCEL A
PARCEL B
PARCEL D
GRAPHIC SCALE
FOCUS
ENGINEERING AND SURVEYING, LLC
FOR REVIEW ONLY
TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN
UTILITY PLAN
C5.1

LEGEND
GRAPHIC SCALE
811
Know what's below.
Call 811 before you dig.
FOCUS
ENGINEERING AND SURVEYING, LLC
FOR REVIEW ONLY
TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN
UTILITY PLAN
C5.2

LEGEND

GRAPHIC SCALE

IN FEET

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

FOCUS ENGINEERING AND SURVEYING, LLC

FOR REVIEW ONLY

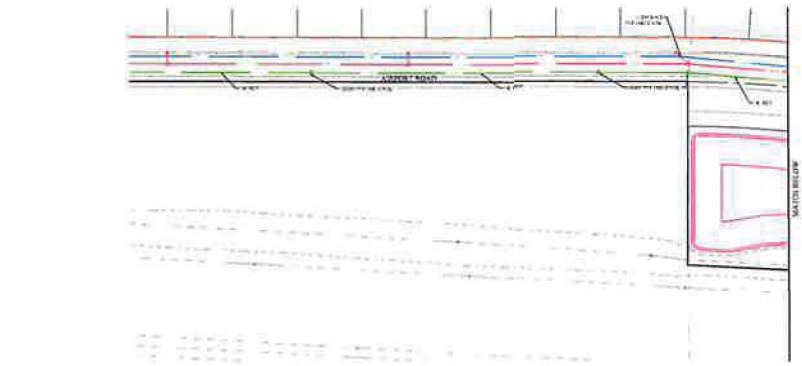
# TRIUMPH PRELIMINARY

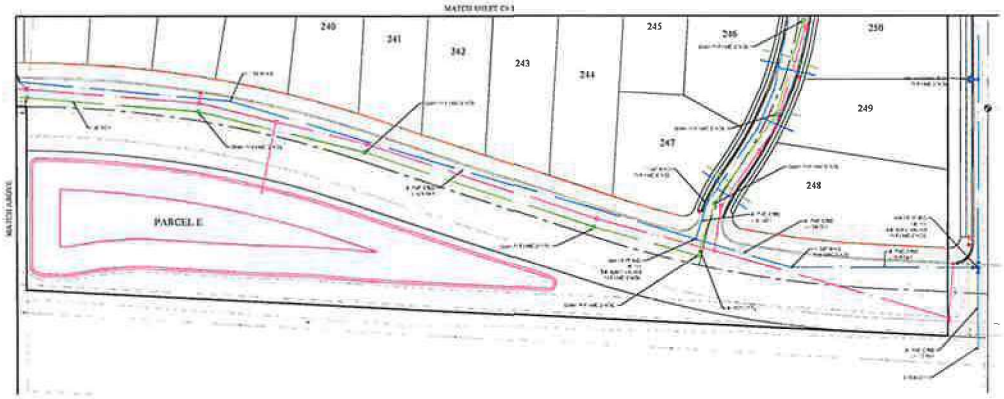
## EAGLE MOUNTAIN CITY, UTAH

## UTILITY PLAN

UTILITY PLAN

C5.3



GRAPHIC SCALE

1 IN FEET 1

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

FOCUS

ENGINEERING AND SURVEYING, LLC

FOR REVIEW ONLY

# TRIUMPH PRELIMINARY

EAGLE MOUNTAIN CITY, UTAH

UTILITY PLAN

REVISION BLOCK

| | | | |
|---|---|---|---|
| | | | |

UTILITY PLAN

C5.4

## PLANT SCHEDULE

| TREES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| ACI | Abies concolor'Candicans' | Candicans White Fir | 6' HL | 11 |
| AP | Acer truncatum x platanoides 'Warrenred' | Pacific Sunset Maple | 2" Cal. | 4 |
| CC | Cercis canadensis | Eastern Redbud | 2" Cal. | 7 |
| GS | Gleditsia triacanthos inermis 'Shademaster' | Shademaster Honey Locust | 2" Cal. | 6 |
| KP | Koelreuteria paniculata | Golden Rain Tree | 2" Cal. | 5 |
| MS | Malus x 'Spring Snow' | Spring Snow Crabapple | 2" Cal. | 3 |
| PM | Platanus x acerfolia'Morton Circle' TM | Exclamation! London Plane Tree | 2" Cal. | 3 |
| PK | Prunus serrulata 'Kwanzan' | Kwanzan Japanese Flowering Cherry | 1.5" Cal | 4 |
| TG | Tilia cordata 'Greenspire' | Greenspire Littleleaf Linden | 1.5" Cal | 8 |
| LA | Ulmus x 'Accolade' | Accolade Elm | 1.5" Cal | 3 |
| ZG | Zelkova serrata 'Green Vase' | Green Vase Sawleaf Zelkova | 2" Cal. | 12 |

| SHRUBS | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| BTC | Berberis thunbergii 'Concorde' | Concorde Japanese Barberry | 2 gal. | 34 |
| BDH | Buddleja davidii 'Buzz Hot Raspberry' | Hot Raspberry Butterfly Bush | 2 gal. | 10 |
| NAC | Mahonia aquifolium 'Compacta' | Compact Oregon Grape | 5 gal. | 7 |
| PON | Physocarpus opulifolius 'Nugget' | Nugget Ninebark | 5 gal. | 7 |
| PFD | Potentilla fruticosa 'Dakota Sunspot | Dakota Sunspot Bush Cinquefoil | 2 gal. | 21 |
| RAG | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac | 5 gal. | 18 |
| RMF | Rosa x 'Meipedlue' Fire Meidland | Fire Red Meidland Rose | 5 gal. | 18 |
| SBA | Spiraea x bumalda 'Anthony Waterer' | Anthony Waterer Bumald Spiraea | 2 gal. | 39 |

| ORNAMENTAL GRASSES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| CAK | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass | 1 gal. | 111 |
| HSS | Helictotrichon sempervirens 'Sapphire' | Sapphire Blue Oat Grass | 1 gal. | 74 |
| NSP | Miscanthus sinensis 'Purpurascens' | Purple Eulalia Grass | 1 gal. | 6 |
| NSA | Miscanthus sinensis 'Adagio' | Adagio Eulalia Grass | 1 gal. | 60 |

## LANDSCAPE NOTES

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL
2. TOP DRESS ALL SHRUB BED AREAS WITH 3" DEPTH OF 1 1/2" TO 3" SOUTHTOWN COBBLE ROCK MULCH, FROM UTAH LANDSCAPING ROCK IN NEPHI. OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED
3. DECOMPOSED GRANITE PATHS WILL BE 2 1/2" DEPTH OVER 3" COMPACTED BASE COURSE. DECOMPOSED GRANITE SHALL HAVE A STABILIZER APPLIED TO THE SURFACE. SIZE OF DECOMPOSED GRANITE SHALL BE 3/8" MINUS
4. INSTALL 4" METAL EDGING BETWEEN THE DECOMPOSED GRANITE AND COBBLE ROCK AREAS

## LANDSCAPE LEGEND

LANDSCAPE BOULDERS (7 TO 3 SUP - 101 TOTAL BOULDERS)
LANDSCAPE BOULDERS SHALL BE SOMA BOULDERS FROM UTAH LANDSCAPING ROCK IN NEPHI, UTAH

## AMENITIES:

1. PAVILION BY ICON SHELTER SYSTEMS 28' X 44' SIZE. MODEL # RC28X44MP4. CONCRETE PAD TO EXTEND 2' BEYOND ROOF LINE. PAVILION SHALL INCLUDE 12 PICNIC TABLES, 2 TRASH RECEPTACLES, 2 BARBECUE GRILLS, AND A DRINKING FOUNTAIN. COLORS: OPAL GREEN STEEL MEMBERS, BRITE RED ROOF.

2. PROVIDE THIRTEEN (13) 8' POWDER COATED ALUMINUM PICNIC TABLES MODEL # S600P BY PREMIER SITE FURNITURE COLORS: RED TABLE TOP, DARK GREEN LEGS

3. INSTALL (2) BARBECUE GRILLS FOR THE PAVILION (ONE AT EACH END AS SHOWN) MODEL SB16 BY KAY PARK

4. PLAYGROUND EQUIPMENT TO BE DETERMINED AT FINAL DESIGN

5. PROVIDE AND INSTALL THREE (3) 6' BENCH WITH BACK MODEL # UP420(8) RIB PATTERN BY WABASH VALLEY. COLOR: GREEN

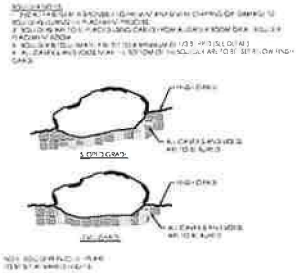
6. PROVIDE AND INSTALL FOUR (4) 32 GALLON TRASH RECEPTACLE WHERE SHOWN ON PLAN MODEL # LR35SDWITH PLASTISOL DOME LIDS BY WABASH VALLEY. COLOR: GREEN

7. BASKETBALL COURT SHALL BE A HALF COURT WITH A CONCRETE SURFACE AND ONE BASKETBALL STANDARD

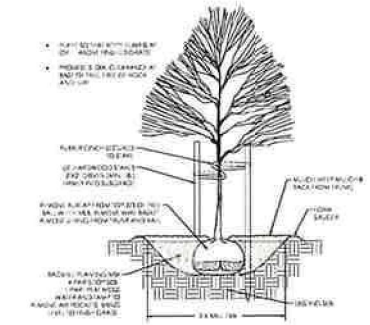
8. RESTROOM SHALL BE CXT PRECAST BUILDINGS MODEL CORTEX INCLUDE WATER, SEWER, AND ELECTRICAL TO RESTROOMS WITH BOTH DRINKING FOUNTAIN AND ADA DRINKING FOUNTAIN FOR RESTROOM.

9. BIKE RACK BY WABASH VALLEY SERPENTINE BIKE LOOP-9 (POWDER-COATED). COLOR: GREEN

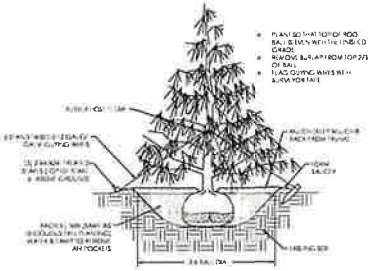
10. ALL CONC. SIDEWALKS TO BE 5' WIDE. ALL ASPHALT TRAILS TO BE 8' WIDE.



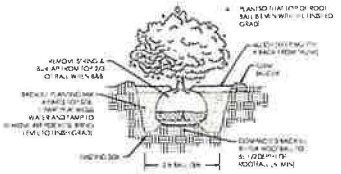
D BOULDER DETAIL



A TREE PLANTING & STAKING



B EVERGREEN PLANTING & GUYING



C SHRUB PLANTING

Know what's Below. Call 811 before you dig.

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FOR REVIEW ONLY

# TRIUMPH PRELIMINARY

EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

REVISION BLOCK

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 00/00/0000 | |
| 2 | 00/00/0000 | |
| 3 | 00/00/0000 | |
| 4 | 00/00/0000 | |
| 5 | 00/00/0000 | |
| 6 | 00/00/0000 | |
| 7 | 00/00/0000 | |

OVERALL LANDSCAPE PLAN

SCALE 1" = 50' | DRAWN AW/MI
DATE 02/08/2022 | JOB # 20-0011

L1.0

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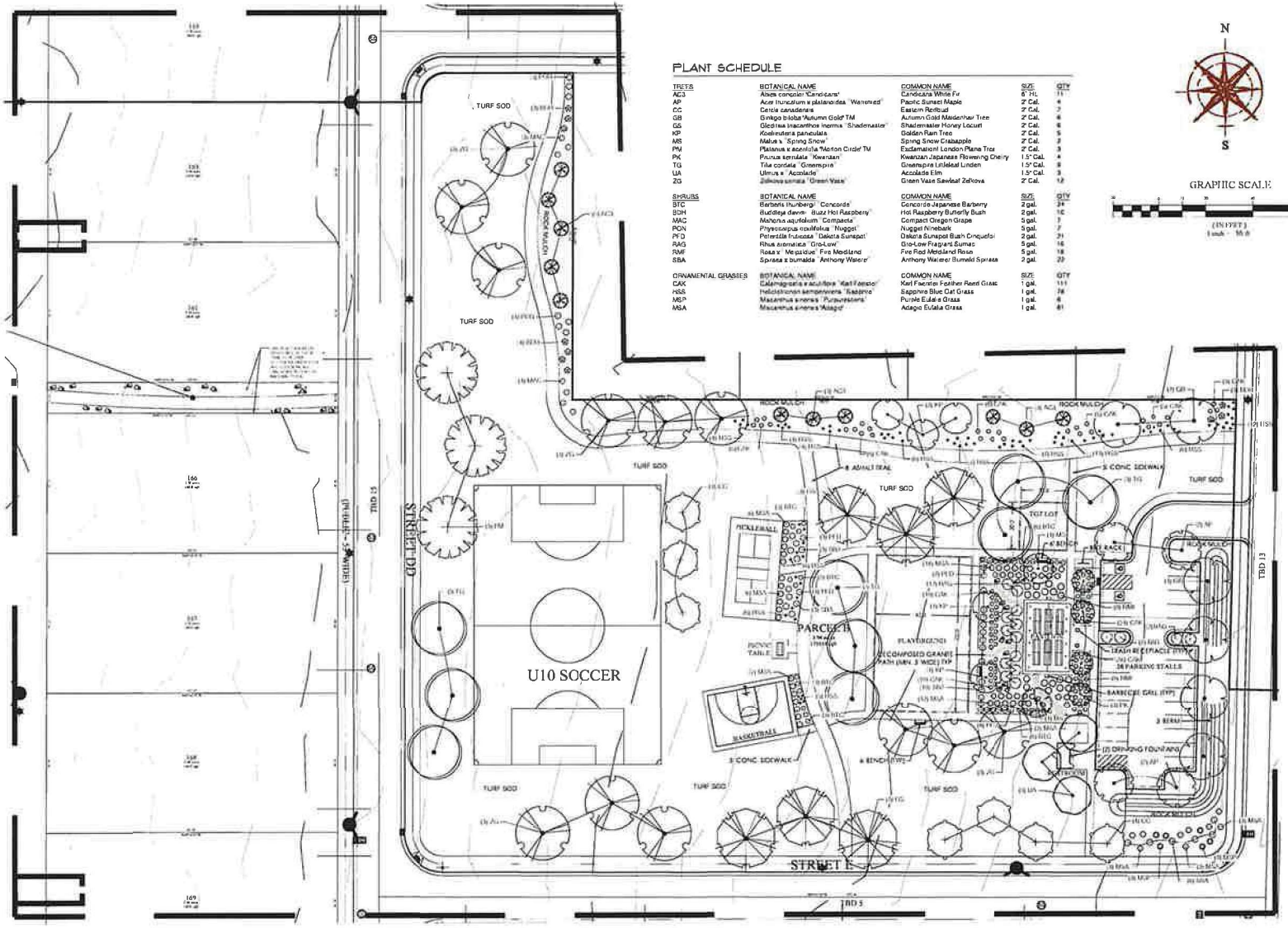


PARCEL A & B

## PLANT SCHEDULE

| TREES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| AC3 | Abies concolor 'Candicans' | Candicans White Fir | 6' Ht. | 11 |
| AP | Acer truncatum x platanoides 'Warrenred' | Pacific Sunset Maple | 2' Cal. | 4 |
| CC | Cercis canadensis | Eastern Redbud | 2' Cal. | 7 |
| GB | Ginkgo biloba 'Autumn Gold' TM | Autumn Gold Maidenhair Tree | 2' Cal. | 4 |
| GS | Gleditsia triacanthos inermis 'Shademaster' | Shademaster Honey Locust | 2' Cal. | 6 |
| KP | Koelreuteria paniculata | Golden Rain Tree | 2' Cal. | 5 |
| MS | Malus x 'Spring Snow' | Spring Snow Crabapple | 2' Cal. | 7 |
| PM | Platanus x acerifolia 'Morton Circle' TM | Exclamation! London Plane Tree | 2' Cal. | 3 |
| PK | Prunus serrulata 'Kwanzan' | Kwanzan Japanese Flowering Cherry | 1.5" Cal. | 4 |
| TG | Tilia cordata 'Greenspire' | Greenspire Littleleaf Linden | 1.5" Cal. | 8 |
| UA | Ulmus x 'Accolade' | Accolade Elm | 1.5" Cal. | 3 |
| ZG | Zelkova serrata 'Green Vase' | Green Vase Sawleaf Zelkova | 2' Cal. | 12 |

| SHRUBS | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| BTC | Berberis thunbergii 'Concorde' | Concorde Japanese Barberry | 2 gal. | 24 |
| BSH | Buddleja davidii 'Buzz Hot Raspberry' | Hot Raspberry Butterfly Bush | 2 gal. | 12 |
| MAC | Mahonia aquifolium 'Compacta' | Compact Oregon Grape | 5 gal. | 7 |
| PON | Physocarpus opulifolius 'Nugget' | Nugget Ninebark | 5 gal. | 7 |
| PFD | Potentilla fruticosa 'Dakota Sunspot' | Dakota Sunspot Bush Cinquefoil | 2 gal. | 21 |
| RAG | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac | 5 gal. | 16 |
| RMF | Rosa x 'Meipoulue' Fire Meidiland | Fire Red Meidiland Rose | 5 gal. | 18 |
| SBA | Spiraea x bumalda 'Anthony Waterer' | Anthony Waterer Bumald Spiraea | 2 gal. | 20 |

| ORNAMENTAL GRASSES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| CAK | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass | 1 gal. | 111 |
| HSS | Helictotrichon sempervirens 'Sapphire' | Sapphire Blue Oat Grass | 1 gal. | 28 |
| MSP | Molinia caerulea 'Purpurascens' | Purple Eulalia Grass | 1 gal. | 4 |
| MSA | Molinia caerulea 'Adagio' | Adagio Eulalia Grass | 1 gal. | 61 |

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = 16 ft.

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# TRIUMPH PRELIMINARY

EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

| REVISION BLOCK | | |
|---|---|---|
| # | DATE | DESCRIPTION |
| 1 | 03/07/2022 | PRELIM |
| 2 | 03/08/2022 | PRELIM |
| 3 | 03/09/2022 | PRELIM |
| 4 | 03/10/2022 | PRELIM |
| 5 | 03/11/2022 | PRELIM |
| 6 | 03/12/2022 | PRELIM |
| 7 | 03/13/2022 | PRELIM |

LANDSCAPE PLAN

| | |
|---|---|
| Date: 1" = 50' | Drawn: AW/MD |
| Date: 02/08/2022 | Job #: 2040A1 |

L1.1

## PLANT SCHEDULE

| TREES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| AC3 | Abies concolor 'Candicans' | Candicans White Fir | 8' Ht. | 11 |
| AP | Acer truncatum x platanoides 'Warrenred' | Pacific Sunset Maple | 2" Cal. | 4 |
| CC | Cercis canadensis | Eastern Redbud | 2" Cal. | 7 |
| GII | Ginkgo biloba 'Autumn Gold' TM | Autumn Gold Maidenhair Tree | 2" Cal. | 6 |
| GS | Gleditsia triacanthos inermis 'Shademaster' | Shademaster Honey Locust | 2" Cal. | 6 |
| KP | Koelreuteria paniculata | Golden Rain Tree | 2" Cal. | 5 |
| MS | Malus x 'Spring Snow' | Spring Snow Crabapple | 2" Cal. | 2 |
| PM | Platanus x acerifolia 'Morton Circle' TM | Exclamation! London Plane Tree | 2" Cal. | 3 |
| PK | Prunus serrulata 'Kwanzan' | Kwanzan Japanese Flowering Cherry | 1.5" Cal. | 4 |
| TG | Tilia cordata 'Greenspire' | Greenspire Littleleaf Linden | 1.5" Cal. | 8 |
| UA | Ulmus x 'Accolade' | Accolade Elm | 1.5" Cal. | 3 |
| ZG | Zelkova serrata 'Green Vase' | Green Vase Sawleaf Zelkova | 2" Cal. | 12 |

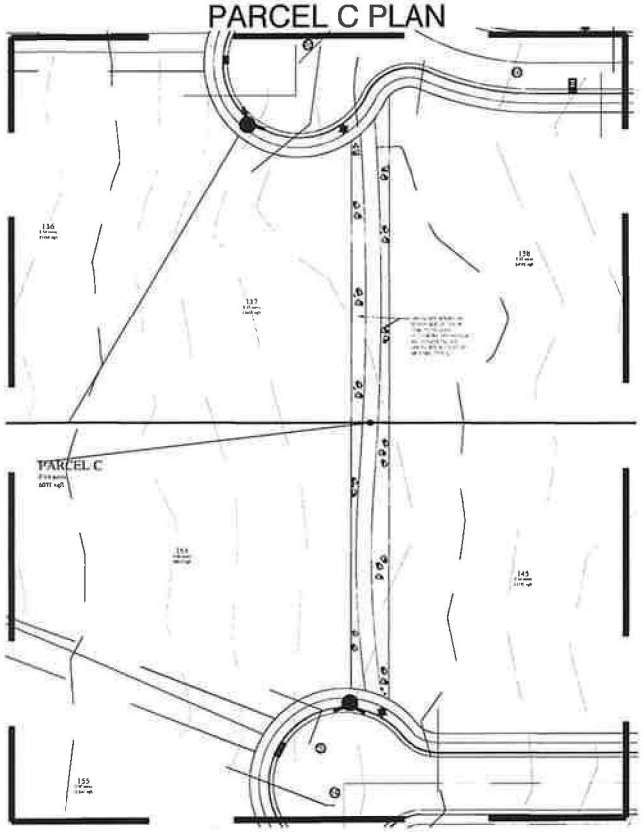
| SHRUBS | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| BTC | Berberis thunbergii 'Concorde' | Concorde Japanese Barberry | 2 gal. | 24 |
| BDH | Buddleia davidii 'Butterfly Hot Raspberry' | Hot Raspberry Butterfly Bush | 2 gal. | 10 |
| MAC | Mahonia aquifolium 'Compacta' | Compact Oregon Grape | 5 gal. | 7 |
| PON | Physocarpus opulifolius 'Nugget' | Nugget Ninebark | 5 gal. | 7 |
| PFD | Potentilla fruticosa 'Dakota Sunset' | Dakota Sunset Bush Cinquefoil | 2 gal. | 21 |
| RAG | Rhus aromatica 'Gro-Low' | Gro-Low Fragrant Sumac | 5 gal. | 16 |
| RMF | Rosa x 'Meipofulu' Fire Meidiland | Fire Red Meidiland Rose | 5 gal. | 16 |
| SBA | Spiraea x bumalda 'Anthony Waterer' | Anthony Waterer Bumald Spiraea | 2 gal. | 22 |

| ORNAMENTAL GRASSES | BOTANICAL NAME | COMMON NAME | SIZE | QTY |
|---|---|---|---|---|
| CAK | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass | 1 gal. | 111 |
| HSS | Helictotrichon sempervirens 'Sapphire' | Sapphire Blue Oat Grass | 1 gal. | 78 |
| MSP | Miscanthus sinensis 'Purpurascens' | Purple Eulalia Grass | 1 gal. | 5 |
| MSA | Miscanthus sinensis 'Adagio' | Adagio Eulalia Grass | 1 gal. | 51 |

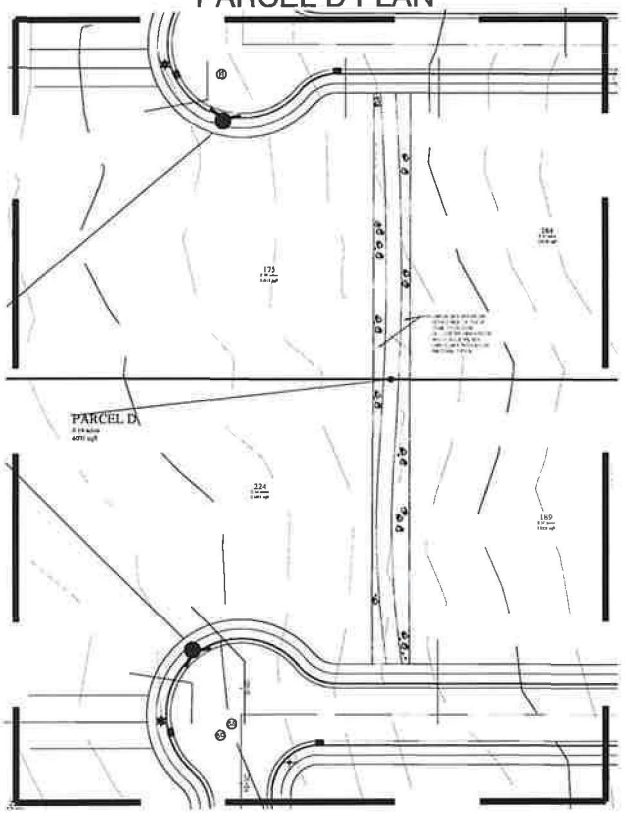
GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft

## PARCEL C PLAN




## PARCEL D PLAN

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# TRIUMPH PRELIMINARY

EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

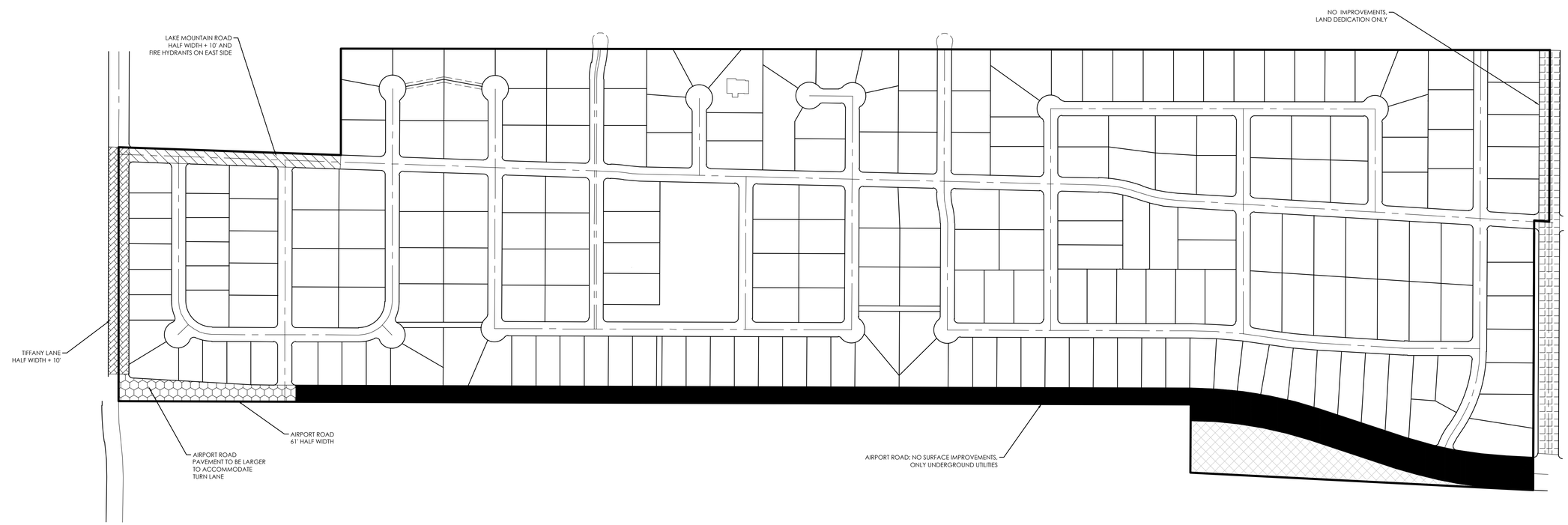
| REVISION BLOCK | | |
|---|---|---|
| # | DATE | DESCRIPTION |
| 1 | 00/00/0000 | 0000 |
| 2 | 00/00/0000 | 0000 |
| 3 | 00/00/0000 | 0000 |
| 4 | 00/00/0000 | 0000 |
| 5 | 00/00/0000 | 0000 |
| 6 | 00/00/0000 | 0000 |

LANDSCAPE PLAN

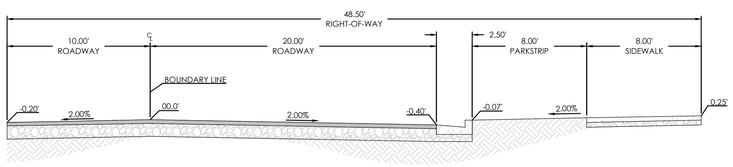
| | | | |
|---|---|---|---|
| DATE | 1"=30' | DRAWN | AW/MJ |
| DATE | 02/08/2022 | JOB # | 20-0051 |

L1.2

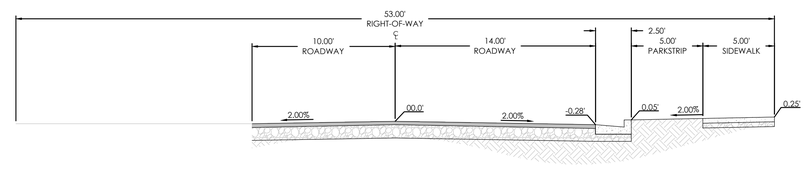
# EXHIBIT "E"
# RIGHT-OF-WAY DEDICATION ILLUSTRATION



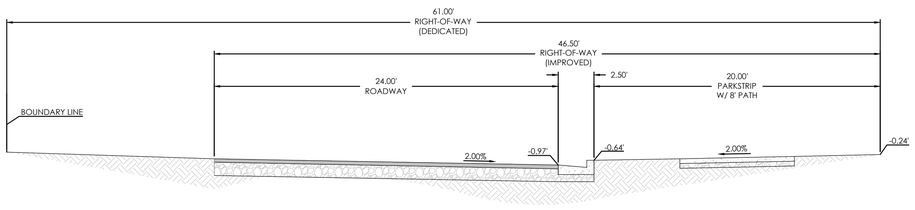

NOTE: FENCING ALONG ARTERIAL AND COLLECTOR ROADS FOR REAR AND SIDES OF LOTS TO BE DURABLE 6' PRIVACY FENCE OF CONCRETE OR MASONRY.




48.5' (HALF WIDTH + 10')
N.T.S. TIFFANY LANE




53' RESIDENTIAL ROAD
N.T.S. LAKE MOUNTAIN ROAD




61' (HALF WIDTH)
N.T.S. AIRPORT ROAD

GRAPHIC SCALE

200 0 100 200 400 800

( IN FEET )
1 inch = 200ft.

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# TRIUMPH
EAGLE MOUNTAIN, UTAH COUNTY, UTAH
EXHIBIT F

REVISION BLOCK

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | ---- | ---- |
| 2 | ---- | ---- |
| 3 | ---- | ---- |
| 4 | ---- | ---- |
| 5 | ---- | ---- |
| 6 | ---- | ---- |

EXHIBIT F

| | | | |
|---|---|---|---|
| Scale: | 1"=200' | Drawn: | CSA |
| Date: | 06/16/22 | Job #: | 20-0055 |
| Sheet: | EX-F | | |

Z:_2020\20-0055 Hazard Acres\design 20-0055\dwg\exhibits\Triumph nonloadable roads exhibit.dwg

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | |
|---|---|
| **TITLE:** | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Final Budget Amendments for Fiscal Year 2021-2022. |
| **ITEM TYPE:** | Ordinance |
| **FISCAL IMPACT:** | |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| | | | |

**PUBLIC HEARING:**
Yes

**PREPARED BY:**
Lianne Pengra, Admin

**PRESENTED BY:**
Kimberly Ruesch

**RECOMMENDATION:**
Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, adopting the final budget amendments for Fiscal Year 2021-2022.

**BACKGROUND:**
State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the final budget amendment for Fiscal Year 2020-2021 and includes increases in the General/Enterprise/Capital Projects/Impact Fee Funds.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**
ORD--FY 2022 Budget Amendment - Final
Final FY 2022 Budget Amendment

# ORDINANCE NO. O-  -2022

## AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH AMENDING THE FISCAL YEAR 2021-2022 ANNUAL BUDGET (FINAL AMENDMENT)

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2021-2022; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered and that the Council may consider and amend the budget of Eagle Mountain City as follows:

2. "FISCAL YEAR" means that year which began on the first day of July, 2021, and ends on the last day of June, 2022.

3. APPROPRIATIONS. The budget set and adopted by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget ordinance, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Ordinance shall be effective for fiscal year 2021-2022.

ADOPTED by the City Council of Eagle Mountain City this 21st day of June, 2022.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of June, 2022.

| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____

Lianne Pengra
Chief Deputy Recorder

Posted on _____ by _____ .

# Exhibit A

# Eagle Mountain City Budget Amendments for FY 2022

**June 21, 2022**

| Fund Name | | Original Budget | Proposed Budget | Increase | Detail | Approval Date |
|---|---|---|---|---|---|---|
| **General Fund** | | | | | | |
| Special Events-Special Events Projects | 10-18-41990-5856 | $ 65,000.00 | $ 90,000.00 | $ 25,000.00 | Add funding for Beat the Heat Bonanza | 7/21/2021 |
| Attorney - Professional & Technical | 10-11-41220-4531 | $ 15,000.00 | $ 17,250.00 | $ 2,250.00 | Add funding for iWorQ software used in administrative code enforcement court | 7/21/2021 |
| Library-Grants. | 10-18-45008-5795 | $ 15,000.00 | $ 27,000.00 | $ 12,000.00 | State Library Grant American Rescue Plan funds for collection development | 7/21/2021 |
| City Recorder | 10-11-41110-4950 | $ 50,000.00 | | | Increase funding for election costs | |
| Project Mngmt/Facilities | 10-19-41950-1111 | $ 119,007.00 | $ 158,007.00 | $ 39,000.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1300 | $ 7,381.00 | $ 9,799.00 | $ 2,418.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1321 | $ 900.00 | $ 1,000.00 | $ 100.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1512 | $ 2,333.00 | $ 2,899.00 | $ 566.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1521 | $ 21,477.00 | $ 28,681.00 | $ 7,204.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1541 | $ 39,668.00 | $ 52,630.00 | $ 12,962.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1545 | $ 3,104.00 | $ 4,138.00 | $ 1,034.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1548 | $ 566.00 | $ 754.00 | $ 188.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-1561 | $ 886.00 | $ 1,148.00 | $ 262.00 | 1 FTE Emergency Specialist/Coordinator | 10/5/2021 |
| Project Mngmt/Facilities | 10-19-41950-7211 | $ 218,170.00 | $ 232,605.00 | $ 14,435.00 | Repairs to fire sprinkling system City Hall | 10/5/2021 |
| Information Technology | 10-19-41955-4531 | $ 69,778.00 | $ 109,778.00 | $ 40,000.00 | Increase funding for Executech service contract to include 24/7 Helpdesk | 10/5/2021 |
| Human Resources | 10-19-41980-4531 | $ 27,629.00 | $ 31,129.00 | $ 3,500.00 | Add funding for compensation consulting services | 3/15/2022 |
| Building | 10-33-42420-4531 | $ 350,000.00 | $ 354,700.00 | $ 4,700.00 | Cost of service analysis for varying development types (i.e. residential, office, retail, industrial) | 3/15/2022 |
| Streets | 10-41-44100-7410 | $ - | $ 35,532.00 | $ 35,532.00 | Air compressor replacement and excavator concrete breaker approve equipment purchase but left out of adopted budget. | 3/15/2022 |
| Streets | 10-41-44100-8211 | $ - | $ 27,000.00 | $ 27,000.00 | Existing Lease Purchase for grader left out of budget | 3/15/2022 |
| Recorder | 10-11-41110-4950 | $ 50,000.00 | $ 87,000.00 | $ 37,000.00 | Elections - increased costs for ballots | 3/15/2022 |
| Information Technology | 10-19-41955-4261 | $ 217,774.00 | $ 222,181.00 | $ 4,407.00 | Extend service contract for SeamlessDocs an additional 6 months until software conversion complete. | 3/15/2022 |
| Streets | 10-41-44100-5140 | $ 700,000.00 | $ 1,300,000.00 | $ 600,000.00 | Street light installations paid by development | |
| Information Technology | 10-19-41955-4261 | $ 222,181.00 | $ 243,181.00 | $ 21,000.00 | Citizen response software 311 | |
| Public Safety | | $ - | $ 85,084.00 | $ 85,084.00 | UFSA COVID expense | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Finance | 10-11-41410-4140 | $ 40,000.00 | $ 65,000.00 | $ 25,000.00 | Bank card processing fees | |
| Engineering | 10-11-41710-4531 | $ - | $ 40,000.00 | $ 40,000.00 | Transportation Master Plan | |
| Facilities | 10-19-41950-6211 | $ - | $ 120,000.00 | $ 120,000.00 | Property liability insurance premiums | |
| Transfer to Fund 47 | 10-61-48100-9147 | $ 2,863,379.00 | $ 10,334,357.00 | $ 7,470,978.00 | Transfer funds to Capital Projects | |
| Transfer to Fund 52 | 10-61-48100-9152 | $ - | $ 4,543,599.00 | $ 4,543,599.00 | Transfer ARPA funds for Wastewater land purchase. | |
| **Subtotal General Government:** | | | | **$ 8,631,620.00** | | |
| **Enterprise Funds** | | | | | | |
| Water Fund - Capital Outlay | 51-45-51000-7000 | $ 1,900,000.00 | $ 1,900,002.00 | $ 2.00 | Add funding for new well and water storage tank and relocation of Well #1 | 7/21/2021 |
| Water Fund - Capital Outlay | 51-45-51000-7000 | $ 7,400,000.00 | $ 7,438,940.00 | $ 38,940.00 | Tank 5 emergency repair | 3/15/2022 |
| Storm Water Fund - Capital Outlay | 59-45-59000-7000 | $ - | $ 20,000.00 | $ 20,000.00 | Arrival pond improvements | 3/15/2022 |
| Water Fund | 51-81-51100-7314 | $ 5,000,000.00 | $ 10,000,000.00 | $ 5,000,000.00 | CWP Development Fees | |
| **Subtotal Enterprise Funds:** | | | | **$ 5,058,942.00** | | |
| **Capital Projects** | | | | | | |
| Parks - Capital Outlay | 47-81-45100-7008 | $ - | $ 30,000.00 | $ 30,000.00 | Add funding for fencing & gravel parking area to create dog section @ Pony Express Memorial Park. | 10/5/2021 |
| Parks - Capital Outlay | 47-81-45100-7001 | $ - | $ 1,499,200.00 | $ 1,499,200.00 | Roll over prior year remaining project balance. Cory Wride Memorial Park | 3/15/2022 |
| Parks - Capital Outlay | 47-81-45100-7003 | $ - | $ 25,000.00 | $ 25,000.00 | Pioneer Park Disc Golf. This item was requested with the original department budget but inadvertently excluded from final budget. | 3/15/2022 |
| Streets - Capital Outlay | 47-81-44100-7014 | $ - | $ 130,000.00 | $ 130,000.00 | Carryover from last fiscal year to finish Lone Tree Pkwy and EMBlvd/Aviator Ave traffic signals. | 3/15/2022 |
| **Subtotal Capital Projects:** | | | | **$ 1,684,200.00** | | |
| **Impact Fees** | | | | | | |
| Water Impact Fee Fund | | $ - | $ 6,406,029.00 | $ 6,406,029.00 | Debt service payments and development agreements | |
| Wastewater Impact Fee Fund | | $ - | $ 4,094,773.00 | $ 4,094,773.00 | Debt service payments and development agreements | |
| Park/Trails Impact Fee Fund | | $ - | $ 6,019,129.00 | $ 6,019,129.00 | Transfer toward capital projects and development agreements. | |
| Stormwater Impact Fee Fund | | $ - | $ 80,982.00 | $ 80,982.00 | Development agreements | |
| Transportation Impact Fee Fund | | $ - | $ 2,009,290.00 | $ 2,009,290.00 | Transfer toward capital projects and development agreements. | |
| **Subtotal Impact Fees:** | | $ - | $ 10,500,802.00 | **$ 10,500,802.00** | | |
| **Debt Service** | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **Subtotal Debt Service:** | $ | - | $ | - | **$** | **-** | |
| **Other** | | | | | | | | |
| Fleet | 54-45-54000-2521 | $ | 120,000.00 | $ | 150,000.00 | $ | 30,000.00 | Increase in fuel costs |
| Fleet | 54-45-54000-2522 | $ | 80,500.00 | $ | 105,500.00 | $ | 25,000.00 | Increase in vehicle maintenence costs |
| | **Subtotal Other:** | $ | 200,500.00 | $ | 255,500.00 | $ | 55,000.00 | |
| **Total Increase (All Funds):** | | | | | | **$** | **25,930,564.00** | |

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | |
|---|---|
| **TITLE:** | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2022-2023 Budget totaling $121,380,554 and the Certified Tax Rate. |
| **ITEM TYPE:** | Ordinance |
| **FISCAL IMPACT:** | |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| | | | |

**PUBLIC HEARING:**
Yes

**PREPARED BY:**
Lianne Pengra, Admin

**PRESENTED BY:**
Kimberly Ruesch

**RECOMMENDATION:**
Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, adopting the fiscal year 2022-2023 budget and certified tax rate.

**BACKGROUND:**
State statute requires that the City Council hold a public hearing on the tentative budget and that the budget be adopted by June 30. The tentative budget was accepted by the City Council on May 3, 2022 and a public hearing was held on June 7, 2022. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2022-2023.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**

ORD--FY 2023 Budget and Certified Tax Rate Adoption
FY 2023 Proposed Tax Rate
FY 2023 Budget Changes Since Last Public Hearing
FY 2023 Budget Summary
FY 2023 Budget Detail by Fund

# ORDINANCE NO. O-  -2021

## AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE EAGLE MOUNTAIN CITY FISCAL YEAR 2022-2023 ANNUAL BUDGET TOTALING $121,380,554 AND THE CERTIFIED TAX RATE

*PREAMBLE*

The City Council of Eagle Mountain City finds that it is in the public interest to adopt an annual budget for operations, debt amortization, and capital outlay to define more accurately revenue projections, capital projects and to authorize necessary expenditures.

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH ORDAINS:

1. The City Council finds that all required notices have been given and that a public hearing has been conducted on June 7, 2022, public comment received and considered, and that the Council may consider and adopt the Fiscal Year 2022-2023 budget.

2. "BUDGET YEAR" means the 2022-2023 fiscal year for which this budget is made, unless the context of the Ordinance requires otherwise.

3. "FISCAL YEAR" means that year which begins on the first day of July, 2022 and ends on the last day of June, 2023.

4. APPROPRIATIONS. The Municipal Budget (the "Budget") for Eagle Mountain City for the fiscal year is hereby adopted as set forth on Exhibit A and incorporated as though fully set forth herein. From the effective date of this Ordinance, the several amounts stated in Exhibit A expenditures are appropriated for expenditures within each fund and department enumerated in the budget.

5. ANTICIPATED REVENUES. The stated anticipated revenues include revenue from all sources, including grants and loans, except such revenues as derived from Revenue Bonds and Special Improvement District Bonds funding, and shall be classified in accordance with the chart of accounts of the municipality.

6. FUND BALANCE. The fund balance for each fund shall be available for emergency appropriation by the City Council.

7. ANTICIPATED SURPLUS FROM MUNICIPAL UTILITY OR ENTERPRISE FUNDS. The anticipated revenue and proposed expenditures of each utility or other public service enterprise owned or operated by the City is stated in a separate section of the budget; and as to each such utility, anticipated surplus, if legally available for general purposes and to the extent such surplus is to be used to support budget operations, is stated as an item of revenue in the budget.

8. APPROVAL OF EXPENDITURES. The Mayor shall be the Budget Officer and have charge of the administration of the financial affairs of the City and to that end shall supervise and be responsible for the disbursement of all monies and have control over all expenditures to insure that the appropriations to each department and fund are not exceeded. He shall exercise financial budgetary control over each office, department, and agency and shall cause separate accounts to be kept for the items of appropriation contained in the budget.

9. COMPLIANCE WITH STATE STATUTE. The Budget Officer is hereby directed to file a certified copy of the adopted budget with the Utah State Auditor's Office 30 days from adoption of this ordinance. This Ordinance shall be forwarded to the County Auditor and the State Tax Commission in accordance with UCA 59-2-913 and 59-2-920, and the Mayor is authorized to execute the Certified Tax Rate Resolution provided by the State Tax Commission with a rate of 0.000541%.

10. ADOPTION & EFFECTIVE DATE. This Ordinance adopting the budget of Eagle Mountain City for 2022-2023 is hereby adopted on June 21, 2022 and effective for the fiscal year 2022-2023.

ENACTED this 21st day of June, 2022.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of June, 2022.

| Those voting yes: | Those voting no: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____

Lianne Pengra, CMC
Chief Deputy Recorder

Posted on _____by_____.

# Exhibit A

| Utah State Tax Commission - Property Tax Division<br>Tax Rate Summary (693)<br>ENTITY: 3047 EAGLE MOUNTAIN CITY | Form PT-693<br>Rev. 2/15 |
|---|---|

UTAH COUNTY

Tax Year: 2022

The Board of Trustees for the above special district has set the current year's tax rates as follows:

| Purpose of Tax Rate (Code from Utah Code Annotated) | Auditor's Tax Rate | Proposed Tax Rate | Maximum By Law | Budgeted Revenue |
|---|---|---|---|---|
| 10 General Operations §11-6-133 | 0.000541 | 0.000541 | .007 | 2,179,429 |
| **Total Tax Rate** | **0.000541** | **0.000541** | **Total Revenue** | **$2,179,429** |

## Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

# CHANGES FROM PUBLIC HEARING (06/21/22 VERSION)

| Amount | Department | Detail |
|---|---|---|
| $ 1,000 | Information Services | Increase to annual fees for Archive Social |
| 3,000 | Information Services | Text Messaging Service |
| 25,000 | Fleet Fund | Increase to Vehicle Maintenance based on historical usage |
| 30,000 | Fleet Fund | Increase to Fleet Vehicle Fuel costs |
| 159,000 | Water | Transfer to Fleet for new hire vehicle purchases |
| 120,000 | Parks | Transfer to Fleet for new hire vehicle purchases |
| 53,000 | Engineering | Transfer to Fleet for new hire vehicle purchases |
| 136,000 | Planning | Transfer to Fleet for new hire vehicle purchases |
| 60,000 | Recreation | Transfer to Fleet for new hire vehicle purchases |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **$ 587,000** | **Total Change in Expenditures** | |

# General Ledger
## Budget

User: kruesch
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Period 01 - 12
Fiscal Year 2023

| Sort Level | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| **Revenue** | **Revenue** | | | |
| 10 | General Fund | 28,705,714.48 | 34,336,164.00 | 29,373,467.00 |
| 11 | Water Impact Fee Fund | 7,399,139.85 | 8,755,242.00 | 10,991,983.00 |
| 12 | Wastewater Impact Fee Fund | 3,712,135.26 | 4,100,404.00 | 6,981,905.00 |
| 15 | ParksTrails Impact Fee Fund | 4,567,904.88 | 5,832,897.00 | 5,832,897.00 |
| 16 | Public Safety Facility Impact | 0.00 | 29,400.00 | 30,000.00 |
| 17 | Stormwater Impact Fee Fund | 725,762.73 | 967,947.00 | 2,430,122.00 |
| 18 | Transportation Impact Fee Fund | 2,728,954.91 | 2,394,923.00 | 2,387,135.00 |
| 47 | Capital Projects General Fund | 24,451.35 | 22,051,670.00 | 13,269,091.00 |
| 51 | Water Fund | 34,832,625.99 | 20,931,419.00 | 23,783,425.00 |
| 52 | Sewer Fund | 15,485,250.20 | 12,706,643.00 | 12,140,349.00 |
| 54 | Fleet Fund | 1,558,869.51 | 1,332,622.00 | 1,785,327.00 |
| 57 | Solid Waste Fund | 1,960,263.96 | 2,173,000.00 | 2,263,000.00 |
| 59 | Storm Drain Fund | 2,629,783.02 | 775,733.00 | 1,246,000.00 |
| 62 | Cemetery Fund | 75,805.00 | 65,500.00 | 63,500.00 |
| 63 | Utility Billing Fund | 289,470.00 | 257,584.00 | 273,380.00 |
| 64 | GIS Fund | 130,200.00 | 273,432.00 | 307,049.00 |
| 72 | AA 2013-1 Fund | 229,438.88 | 126,750.00 | 62,500.00 |
| 80 | Eagle Mountain RDA | 204,690.29 | 3,295,557.00 | 8,342,407.00 |
| **Revenue** | **Revenue** | **105,260,460.31** | **120,406,887.00** | **121,563,537.00** |
| **Expense** | **Expense** | | | |
| 10 | General Fund | 16,508,594.66 | 33,664,664.00 | 29,373,467.00 |
| 11 | Water Impact Fee Fund | 4,659,635.83 | 6,406,029.00 | 10,991,983.00 |
| 12 | Wastewater Impact Fee Fund | 7,120,942.57 | 4,094,773.00 | 6,981,905.00 |
| 15 | ParksTrails Impact Fee Fund | 143,257.48 | 6,019,129.00 | 5,832,897.00 |
| 16 | Public Safety Facility Impact | 49.20 | 0.00 | 30,000.00 |
| 17 | Stormwater Impact Fee Fund | 25,632.85 | 80,982.00 | 2,430,122.00 |
| 18 | Transportation Impact Fee Fund | 798,175.50 | 2,009,290.00 | 2,387,135.00 |
| 47 | Capital Projects General Fund | 7,146,714.24 | 13,143,534.00 | 13,269,091.00 |
| 51 | Water Fund | 28,600,469.57 | 21,237,274.40 | 23,783,425.00 |
| 52 | Sewer Fund | 5,523,929.24 | 13,544,493.00 | 12,140,349.00 |
| 54 | Fleet Fund | 922,161.74 | 1,537,682.00 | 1,785,327.00 |
| 57 | Solid Waste Fund | 1,540,442.77 | 1,942,570.00 | 2,176,599.00 |
| 59 | Storm Drain Fund | 1,233,024.87 | 1,160,728.00 | 1,183,238.00 |
| 62 | Cemetery Fund | 14,672.84 | 52,236.00 | 29,680.00 |
| 63 | Utility Billing Fund | 231,210.00 | 257,584.00 | 273,380.00 |
| 64 | GIS Fund | 115,138.21 | 273,441.00 | 307,049.00 |
| 72 | AA 2013-1 Fund | 159,200.00 | 126,750.00 | 62,500.00 |
| 80 | Eagle Mountain RDA | 221,584.38 | 3,295,557.00 | 8,342,407.00 |
| **Expense** | **Expense** | **74,964,835.95** | **108,846,716.40** | **121,380,554.00** |
| Revenue Total | | 105,260,460.31 | 120,406,887.00 | 121,563,537.00 |
| Expense Total | | 74,964,835.95 | 108,846,716.40 | 121,380,554.00 |
| Grand Total | | 30,295,624.36 | 11,560,170.60 | 182,983.00 |

# General Ledger
## Budget

User: kruesch
Printed: 6/16/2022 5:12:31 PM
Period 01 - 12
Fiscal Year 2023

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| **10** | **General Fund** | | | |
| | **Revenue** | | | |
| | **Taxes** | | | |
| 10-00-31116-0000 | Property Taxes | 1,767,740.85 | 1,900,000.00 | 2,126,829.00 |
| 10-00-31121-0000 | Property Taxes (Delinquent and Prior Year) | 58,023.20 | 50,000.00 | 50,000.00 |
| 10-00-31122-0000 | PenaltiesInterest Property Tx | 0.00 | 0.00 | 1,500.00 |
| 10-00-31300-0000 | Sales and Use Taxes - General | 6,914,163.85 | 8,144,984.00 | 10,460,316.00 |
| 10-00-31350-0000 | Additional Transit Tax | 639,651.64 | 755,186.00 | 885,000.00 |
| 10-00-31415-0000 | Municipal Energy Tax | 1,994,133.50 | 2,410,348.00 | 2,579,072.00 |
| 10-00-31420-0000 | Motor Vehicle Fee-In-Lieu | 173,050.10 | 174,814.00 | 185,000.00 |
| 10-00-33470-0000 | Municipal Tel License Tax Dist | 96,373.21 | 90,000.00 | 90,000.00 |
| | **Taxes** | **11,643,136.35** | **13,525,332.00** | **16,377,717.00** |
| | **Licenses** | | | |
| 10-00-32100-0000 | Licenses - Business | 24,962.75 | 22,000.00 | 25,000.00 |
| 10-00-32215-0000 | Franchise Agreement Fee | 0.00 | 1,500.00 | 0.00 |
| | **Licenses** | **24,962.75** | **23,500.00** | **25,000.00** |
| | **Planning Building & Eng Fees** | | | |
| 10-00-32214-0000 | Permits - Sign | 0.00 | 0.00 | 0.00 |
| 10-00-32220-0000 | Permits - Conditional Use | 0.00 | 0.00 | 0.00 |
| 10-00-32311-0000 | Bldg Permits - Building | 4,122,365.15 | 3,483,909.00 | 3,200,000.00 |
| 10-00-32316-0000 | Bldg Permits - Grading & Excavating | 20,087.00 | 7,000.00 | 20,000.00 |
| 10-00-32320-0000 | Bldg Permits - Surcharge | 3,267.21 | 0.00 | 3,500.00 |
| 10-00-32330-0000 | Bldg Permit-Temp Pwr Inspction | 150,000.00 | 120,000.00 | 120,000.00 |
| 10-00-32340-0000 | Building Fast Track Fees | 83,800.00 | 100,000.00 | 85,000.00 |
| 10-00-34121-0000 | Process Fees - Recording of Legal Documents | 43,684.00 | 30,000.00 | 15,000.00 |
| 10-00-34218-0000 | Bldg Fees - Subdivision Inspection Fees | 972,035.85 | 1,123,394.00 | 800,000.00 |
| 10-00-34512-0000 | Dev Fee - Plan Check | 1,423,062.02 | 1,260,608.00 | 1,088,000.00 |
| 10-00-34513-0000 | Plan Check SolarCommercial | 326,812.08 | 86,650.00 | 75,000.00 |
| 10-00-34515-0000 | Dev Fee - Plat Fees | 434,262.00 | 456,275.00 | 350,000.00 |
| 10-00-34516-0000 | Dev Fee - Zoning and Subdivision | 100.00 | 0.00 | 0.00 |
| 10-00-34517-0000 | Dev Fee - Annexations | 0.00 | 0.00 | 0.00 |
| 10-00-34520-0000 | Parks Fee-in-lieu | 47,097.04 | 0.00 | 0.00 |
| 10-00-34525-0000 | Silverlake Trees | 0.00 | 0.00 | 0.00 |
| 10-00-34540-0000 | Community Improvement Fee | 0.00 | 0.00 | 0.00 |
| 10-00-34550-0000 | Construction Inspection Fees | 0.00 | 0.00 | 0.00 |
| 10-00-34555-0000 | Banked Water Transfer Fee | 250.00 | 0.00 | 0.00 |
| | **Planning Building & Eng Fees** | **7,626,822.35** | **6,667,836.00** | **5,756,500.00** |
| | **Intergovernmental Revenue** | | | |
| 10-00-31165-0000 | UT LIBRARY & TECHNOLOGY GRANT | 14,248.31 | 5,000.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-00-31170-0000 | Federal - CARES COVID Grant | 2,029,153.24 | 2,271,799.00 | 2,271,799.00 |
| 10-00-33317-0000 | Grant - MAGUDOT | 75,000.00 | 0.00 | 0.00 |
| 10-00-33400-0000 | Misc. Grant Revenue | 0.00 | 45,000.00 | 0.00 |
| 10-00-33433-0000 | State Parks & Trails Grant | 38,318.00 | 0.00 | 0.00 |
| 10-00-33447-0000 | EMP Grant | 0.00 | 7,750.00 | 0.00 |
| 10-00-33448-0000 | CLEF Grant | 0.00 | 0.00 | 0.00 |
| 10-00-33457-0000 | Grant - Library | 0.00 | 5,800.00 | 0.00 |
| 10-00-33460-0000 | Class BC@ Road Fund Allotment | 1,742,590.38 | 1,954,735.00 | 1,954,735.00 |
| 10-00-33480-0000 | State Liquor Fund Allotment | 19,916.29 | 25,000.00 | 25,000.00 |
| 10-00-33501-0000 | Federal Shared Revenue | 0.00 | 0.00 | 0.00 |
| 10-00-38401-0000 | Contribution other Governments | 0.00 | 283,300.00 | 0.00 |
| | **Intergovernmental Revenue** | **3,919,226.22** | **4,598,384.00** | **4,251,534.00** |
| | **Charges for Services** | | | |
| 10-00-34330-0000 | Fire Services | 16,527.09 | 11,000.00 | 36,000.00 |
| 10-00-34331-0000 | Sheriff's Service | 62,300.00 | 0.00 | 0.00 |
| 10-00-34411-0000 | Road Surface Treatment Fees | 0.00 | 143,668.00 | 150,000.00 |
| | **Charges for Services** | **78,827.09** | **154,668.00** | **186,000.00** |
| | **Processing Fees** | | | |
| 10-00-34124-0000 | Building Permit Clerical Fee | 0.00 | 0.00 | 0.00 |
| | **Processing Fees** | **0.00** | **0.00** | **0.00** |
| | **Recreation** | | | |
| 10-00-34701-0000 | New Programs - Sports | 0.00 | 0.00 | 0.00 |
| 10-00-34702-0000 | Ultimate Frisbee | 0.00 | 0.00 | 0.00 |
| 10-00-34703-0000 | Pickleball | 0.00 | 0.00 | 0.00 |
| 10-00-34704-0000 | Men's Volleyball | 0.00 | 0.00 | 0.00 |
| 10-00-34705-0000 | Adult Softball | 0.00 | 0.00 | 0.00 |
| 10-00-34706-0000 | Women's Basketball | 0.00 | 0.00 | 0.00 |
| 10-00-34707-0000 | Men's Basketball | 0.00 | 0.00 | 0.00 |
| 10-00-34708-0000 | Flag Football | 0.00 | 0.00 | 0.00 |
| 10-00-34709-0000 | Women's Volleyball | 0.00 | 0.00 | 0.00 |
| 10-00-34710-0000 | Co-ed Adult Volleyball | 0.00 | 0.00 | 0.00 |
| 10-00-34711-0000 | Rec Fees - Youth Sports | 65,377.00 | 82,850.00 | 71,600.00 |
| 10-00-34712-0000 | Rec Fees - Adult Sports | 6,495.00 | 19,400.00 | 21,400.00 |
| 10-00-34713-0000 | Youth Soccer | 0.00 | 0.00 | 0.00 |
| 10-00-34714-0000 | Youth Baseball | 0.00 | 0.00 | 0.00 |
| 10-00-34715-0000 | Youth Basketball | 0.00 | 0.00 | 0.00 |
| 10-00-34720-0000 | Youth Sports - Camp | 0.00 | 0.00 | 0.00 |
| 10-00-34721-0000 | RAD Tuitions | 0.00 | 0.00 | 0.00 |
| 10-00-34731-0000 | Use Fees - Parks and Public Pr | 0.00 | 0.00 | 0.00 |
| 10-00-34740-0000 | Concessions - Park and Recreation | 0.00 | 0.00 | 0.00 |
| | **Recreation** | **71,872.00** | **102,250.00** | **93,000.00** |
| | **Reimbursments** | | | |
| 10-00-34890-0000 | Reimbursement - Miscellaneous | 0.00 | 0.00 | 0.00 |
| 10-00-34896-0000 | Reimbursement Attorney | 0.00 | 0.00 | 0.00 |
| | **Reimbursments** | **0.00** | **0.00** | **0.00** |
| | **Utility Revenue** | | | |
| 10-00-35020-0000 | Damage to Propery-Reimb | 696.73 | 0.00 | 0.00 |
| 10-00-35990-0000 | Util ReconnectDisconnect Fee | 3,000.00 | 4,500.00 | 3,500.00 |
| | **Utility Revenue** | **3,696.73** | **4,500.00** | **3,500.00** |
| | **Fines & Forfeitures** | | | |
| 10-00-35610-0000 | Code Enforcement Fines | 0.00 | 0.00 | 0.00 |
| 10-00-36010-0000 | Library - Fees | 3,213.32 | 4,000.00 | 3,000.00 |
| 10-00-36020-0000 | LateDelinquent Fees | 104,766.71 | 125,000.00 | 100,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Penalties | | | |
| 10-00-36080-0000 | NSF Fee | 5,175.00 | 5,500.00 | 4,000.00 |
| | **Fines & Forfeitures** | **113,155.03** | **134,500.00** | **107,000.00** |
| | **Miscellaneous Revenues** | | | |
| 10-00-33102-0000 | Ladder Signs Revenue | 0.00 | 0.00 | 0.00 |
| 10-00-33103-0000 | Vendor Street Fair | 6,883.89 | 17,000.00 | 0.00 |
| 10-00-34610-0000 | Pony Express Days Sponsorships | 2,000.00 | 0.00 | 0.00 |
| 10-00-34612-0000 | Pony Express Days Rev Tickets | 1,587.30 | 0.00 | 0.00 |
| 10-00-34613-0000 | PED Softball Tournament | 0.00 | 0.00 | 0.00 |
| 10-00-34614-0000 | PED Adventure Ride | 0.00 | 0.00 | 0.00 |
| 10-00-34615-0000 | Miss Eagle Mtn Sponsorship | 0.00 | 0.00 | 0.00 |
| 10-00-34616-0000 | Miss Eagle Mtn Tickets | 0.00 | 0.00 | 0.00 |
| 10-00-34619-0000 | PED Baby Contest | 0.00 | 0.00 | 0.00 |
| 10-00-34620-0000 | Trick Or Treat Village | 0.00 | 0.00 | 0.00 |
| 10-00-34623-0000 | Pancake Breakfast | 0.00 | 0.00 | 0.00 |
| 10-00-34624-0000 | Carnival Wristbands | 19,020.00 | 0.00 | 19,000.00 |
| 10-00-34626-0000 | Parade | 0.00 | 0.00 | 0.00 |
| 10-00-34627-0000 | Vendor Booth | 0.00 | 0.00 | 0.00 |
| 10-00-34628-0000 | Food Vendor Booth | 0.00 | 0.00 | 0.00 |
| 10-00-34643-0000 | Ut South Pacific Festival | 0.00 | 0.00 | 0.00 |
| 10-00-34650-0000 | Special Event Permit | 0.00 | 0.00 | 0.00 |
| 10-00-34660-0000 | Community Leisure Program | 0.00 | 0.00 | 0.00 |
| 10-00-34665-0000 | EM City Merchandise | 1,316.95 | 0.00 | 2,500.00 |
| 10-00-34671-0000 | Miss EM Pageant Revenue | -336.00 | 0.00 | 0.00 |
| 10-00-34680-0000 | Miscellaneous Events Revenue | 0.00 | 0.00 | 0.00 |
| 10-00-34722-0000 | RAD Women Fees | 0.00 | 0.00 | 0.00 |
| 10-00-34910-0000 | Services - Copies & Postage | 242.25 | 0.00 | 0.00 |
| 10-00-35710-0000 | Cell Tower Lease | 5,000.00 | 6,000.00 | 6,000.00 |
| 10-00-36030-0000 | Revenue from Collections | 13,871.69 | 3,500.00 | 10,000.00 |
| 10-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| 10-00-37010-0000 | Interest Earnings | 161,296.47 | 150,000.00 | 110,000.00 |
| 10-00-37020-0000 | Sale of Assets | 336,983.00 | 0.00 | 0.00 |
| 10-00-37050-0000 | Sale - Maps and Publications | 0.00 | 0.00 | 0.00 |
| 10-00-37060-0000 | Miscellaneous Donations | 600.00 | 0.00 | 0.00 |
| 10-00-37070-0000 | Rental Income | 6,095.00 | 3,500.00 | 6,000.00 |
| 10-00-37075-0000 | Burn Permits | 0.00 | 0.00 | 0.00 |
| 10-00-37076-0000 | CPR Fire Misc Income | 0.00 | 0.00 | 0.00 |
| 10-00-37080-0000 | UB Bankruptcy Collection | 0.00 | 0.00 | 0.00 |
| 10-00-37090-0000 | Other Miscellaneous | -20,552.49 | 100,000.00 | 50,000.00 |
| 10-00-37100-0000 | Use of B&C Fund Begin Bal | 0.00 | 0.00 | 0.00 |
| 10-00-37110-0000 | Proceeds from Capital Lease | 257,731.00 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **791,739.06** | **280,000.00** | **203,500.00** |
| | **Interfund Transactions** | | | |
| 10-00-37116-0000 | Due from PubSftyImpFeeFnd | 0.00 | 0.00 | 0.00 |
| 10-00-37151-0000 | Due From Water (Admin Charge) | 535,272.00 | 577,302.00 | 715,705.00 |
| 10-00-37152-0000 | Due From Sewer (Admin Charge) | 521,366.04 | 567,172.00 | 703,151.00 |
| 10-00-37157-0000 | Due From Solid Waste (Admin Ch | 72,842.04 | 104,387.00 | 110,530.00 |
| 10-00-37159-0000 | Due From Storm Drain (Admin Ch | 76,068.96 | 95,152.00 | 110,062.00 |
| 10-00-37171-0000 | Due From 98-1 (Admin Charge) | 0.00 | 0.00 | 0.00 |
| 10-00-37172-0000 | Due From AA 2013-1 (Admin Chrg | 0.00 | 20,000.00 | 5,000.00 |
| 10-00-37174-0000 | Due From 2000-1 (Admin Charge) | 0.00 | 0.00 | 0.00 |
| 10-00-38061-0000 | Due From Fnd 61 (Cmnty Events) | 0.00 | 0.00 | 0.00 |
| 10-00-38111-0000 | Due From Wtr Imp Fee Fund | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-00-38116-0000 | Due From Pub Safety Imp Fee | 49.20 | 0.00 | 0.00 |
| 10-00-38145-0000 | Due From Cap Projects | 0.00 | 0.00 | 0.00 |
| 10-00-38174-0000 | Due From SID 2000-1 | 351,840.02 | 0.00 | 0.00 |
| 10-00-38180-0000 | Due From RDA | 22,228.60 | 15,268.00 | 15,268.00 |
| | **Interfund Transactions** | **1,579,666.86** | **1,379,281.00** | **1,659,716.00** |
| | **Special Revenues & Resources** | | | |
| 10-00-33101-0000 | Eco Dev - Golf Sponsorship | 15,024.36 | 3,700.00 | 10,000.00 |
| 10-00-37029-0000 | Gain on Sale of Assets | 0.00 | 0.00 | 0.00 |
| 10-00-38179-0000 | Due from Road Bond Debt Servic | 0.00 | 0.00 | 0.00 |
| 10-00-39320-0000 | Library - Donation - Fundraisi | 1,108.48 | 0.00 | 0.00 |
| 10-00-39330-0000 | Youth Council Fundraiser | 0.00 | 0.00 | 0.00 |
| 10-00-39360-0000 | Senior Council Fundraiser | 0.00 | 0.00 | 0.00 |
| 10-00-39365-0000 | Senior Meals - MAG Reimb. | 6,211.80 | 0.00 | 0.00 |
| 10-00-39700-0000 | Contributions from Private Sources | 0.00 | 0.00 | 0.00 |
| 10-00-39711-0000 | Contributions Other Government | 0.00 | 0.00 | 0.00 |
| 10-00-39720-0000 | Contributions - To Youth Council | 0.00 | 0.00 | 0.00 |
| 10-00-39725-0000 | Developer Cont-Street Lights | 2,830,265.40 | 1,300,000.00 | 700,000.00 |
| 10-00-39920-0000 | Use of Fund Reserves | 0.00 | 6,162,213.00 | 0.00 |
| | **Special Revenues & Resources** | **2,852,610.04** | **7,465,913.00** | **710,000.00** |
| | **Revenue** | **28,705,714.48** | **34,336,164.00** | **29,373,467.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 10-11-41100-1112 | Salaries - Part-Time | 79,671.43 | 78,000.00 | 82,680.00 |
| 10-11-41100-1321 | Clothing Allowance | 0.00 | 500.00 | 500.00 |
| 10-11-41100-1511 | FICA | 4,836.00 | 4,840.00 | 5,126.00 |
| 10-11-41100-1512 | Medicare | 1,117.68 | 1,135.00 | 1,811.00 |
| 10-11-41100-1521 | Retirement | 1,440.60 | 2,882.00 | 3,055.00 |
| 10-11-41110-1111 | Salaries - Full-Time | 188,917.52 | 203,423.00 | 313,271.00 |
| 10-11-41110-1112 | Salaries - Part-Time | 25,434.07 | 21,840.00 | 30,316.00 |
| 10-11-41110-1211 | Overtime | 195.64 | 0.00 | 1,000.00 |
| 10-11-41110-1242 | Car Allowance | 0.00 | 1,000.00 | 0.00 |
| 10-11-41110-1300 | Employee Benefits (401K & 457) | 12,954.32 | 12,614.00 | 17,246.00 |
| 10-11-41110-1321 | Clothing Allowance | 0.00 | 400.00 | 500.00 |
| 10-11-41110-1511 | FICA | 1,552.17 | 1,355.00 | 1,879.00 |
| 10-11-41110-1512 | Medicare | 2,939.34 | 3,268.00 | 4,471.00 |
| 10-11-41110-1521 | Retirement | 36,677.99 | 37,574.00 | 46,617.00 |
| 10-11-41110-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-11-41110-1541 | Health Insurance | 36,333.09 | 40,649.00 | 60,709.00 |
| 10-11-41110-1545 | Dental Insurance | 4,166.17 | 3,118.00 | 4,342.00 |
| 10-11-41110-1548 | Vision Insurance | 732.04 | 753.00 | 1,001.00 |
| 10-11-41110-1561 | Long Term Disability | 865.33 | 1,179.00 | 1,313.00 |
| 10-11-41310-1111 | Salaries - Full-Time | 424,917.47 | 375,111.00 | 643,296.00 |
| 10-11-41310-1112 | Salaries - Part-Time | 20,932.24 | 21,984.00 | 21,984.00 |
| 10-11-41310-1211 | Overtime | 235.74 | 2,000.00 | 2,000.00 |
| 10-11-41310-1242 | Car Allowance | 13,043.47 | 12,000.00 | 13,200.00 |
| 10-11-41310-1300 | Employee Benefits (401K & 457) | 26,890.72 | 23,260.00 | 39,883.00 |
| 10-11-41310-1321 | Clothing Allowance | 0.00 | 450.00 | 650.00 |
| 10-11-41310-1511 | FICA | 1,181.03 | 1,364.00 | 1,364.00 |
| 10-11-41310-1512 | Medicare | 6,371.82 | 5,761.00 | 9,647.00 |
| 10-11-41310-1521 | Retirement | 63,456.35 | 65,897.00 | 83,356.00 |
| 10-11-41310-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-11-41310-1541 | Health Insurance | 66,513.21 | 65,331.00 | 106,593.00 |
| 10-11-41310-1545 | Dental Insurance | 5,248.28 | 5,049.00 | 7,961.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-11-41310-1548 | Vision Insurance | 915.14 | 928.00 | 1,378.00 |
| 10-11-41310-1561 | Long Term Disability | 1,681.89 | 1,729.00 | 2,811.00 |
| 10-11-41310-2531 | Mileage Reimbursement | 0.00 | 0.00 | 0.00 |
| 10-11-41410-1111 | Salaries - Full-Time | 278,285.14 | 336,235.00 | 368,304.00 |
| 10-11-41410-1112 | Salaries - Part-Time | 0.00 | 11,296.00 | 0.00 |
| 10-11-41410-1211 | Overtime | 1,811.48 | 1,500.00 | 1,500.00 |
| 10-11-41410-1300 | Employee Benefits (401K & 457) | 13,989.23 | 20,850.00 | 22,835.00 |
| 10-11-41410-1321 | Clothing Allowance | 0.00 | 410.00 | 410.00 |
| 10-11-41410-1511 | FICA | 0.00 | 702.00 | 0.00 |
| 10-11-41410-1512 | Medicare | 3,762.27 | 5,041.00 | 5,341.00 |
| 10-11-41410-1521 | Retirement | 48,827.77 | 58,796.00 | 50,747.00 |
| 10-11-41410-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-11-41410-1541 | Health Insurance | 56,117.39 | 80,723.00 | 76,115.00 |
| 10-11-41410-1545 | Dental Insurance | 4,118.88 | 5,817.00 | 5,297.00 |
| 10-11-41410-1548 | Vision Insurance | 748.20 | 1,091.00 | 932.00 |
| 10-11-41410-1561 | Long Term Disability | 1,212.57 | 2,005.00 | 2,347.00 |
| 10-11-41710-1111 | Salaries - Full-Time | 380,528.22 | 366,078.00 | 497,736.00 |
| 10-11-41710-1112 | Salaries - Part-Time | 0.00 | 0.00 | 0.00 |
| 10-11-41710-1211 | Overtime | 5,938.28 | 3,612.00 | 2,000.00 |
| 10-11-41710-1242 | Car Allowance | 0.00 | 0.00 | 0.00 |
| 10-11-41710-1300 | Employee Benefits (401K & 457) | 21,544.13 | 22,702.00 | 30,860.00 |
| 10-11-41710-1321 | Clothing Allowance | 1,900.00 | 1,850.00 | 2,000.00 |
| 10-11-41710-1512 | Medicare | 5,374.98 | 5,312.00 | 7,217.00 |
| 10-11-41710-1521 | Retirement | 67,044.65 | 65,184.00 | 71,367.00 |
| 10-11-41710-1541 | Health Insurance | 98,131.32 | 104,893.00 | 125,869.00 |
| 10-11-41710-1545 | Dental Insurance | 7,874.59 | 8,053.00 | 9,785.00 |
| 10-11-41710-1548 | Vision Insurance | 1,386.86 | 1,478.00 | 1,701.00 |
| 10-11-41710-1561 | Long Term Disability | 1,761.20 | 2,673.00 | 2,655.00 |
| 10-18-41910-1111 | Salaries - Full-Time Permanent | 53,029.70 | 74,158.00 | 78,876.00 |
| 10-18-41910-1300 | Employee Benefits | 3,290.03 | 4,598.00 | 4,890.00 |
| 10-18-41910-1321 | Clothing Allowance | 0.00 | 100.00 | 100.00 |
| 10-18-41910-1512 | Medicare | 735.62 | 1,079.00 | 1,143.00 |
| 10-18-41910-1521 | Retirement | 8,973.70 | 12,377.00 | 7,888.00 |
| 10-18-41910-1541 | Health Insurance | 11,008.52 | 15,867.00 | 16,519.00 |
| 10-18-41910-1545 | Dental Insurance | 903.97 | 1,241.00 | 1,303.00 |
| 10-18-41910-1548 | Vision Insurance | 158.85 | 226.00 | 226.00 |
| 10-18-41910-1561 | Long Term Disability | 229.63 | 353.00 | 403.00 |
| 10-18-41940-1111 | Salaries - Full-Time Permanent | 102,538.07 | 94,544.00 | 151,336.00 |
| 10-18-41940-1112 | Salaries - Part-Time Permanent | 1,209.60 | 44,674.00 | 31,487.00 |
| 10-18-41940-1211 | Overtime | 4,962.40 | 5,000.00 | 5,000.00 |
| 10-18-41940-1300 | Employee Benefits (410K & 457) | 6,240.19 | 5,864.00 | 9,383.00 |
| 10-18-41940-1321 | Clothing Allowance | 400.00 | 800.00 | 800.00 |
| 10-18-41940-1511 | FICA | 75.00 | 2,781.00 | 1,952.00 |
| 10-18-41940-1512 | Medicare | 1,480.54 | 2,030.00 | 2,650.00 |
| 10-18-41940-1521 | Retirement | 19,084.12 | 16,854.00 | 21,014.00 |
| 10-18-41940-1531 | Workers Compensation | 0.00 | 0.00 | 0.00 |
| 10-18-41940-1541 | Health Insurance | 36,565.91 | 37,568.00 | 51,655.00 |
| 10-18-41940-1545 | Dental Insurance | 2,975.03 | 2,919.00 | 3,813.00 |
| 10-18-41940-1548 | Vision Insurance | 523.48 | 533.00 | 675.00 |
| 10-18-41940-1561 | Long Term Disability | 478.54 | 878.00 | 693.00 |
| 10-18-41990-1111 | Salaries - Full-Time Permanent | 46,319.13 | 71,847.00 | 99,745.00 |
| 10-18-41990-1112 | Salaries - Part-Time Permanent | 20,165.19 | 22,100.00 | 0.00 |
| 10-18-41990-1211 | Overtime | 3,502.87 | 0.00 | 2,000.00 |
| 10-18-41990-1300 | Employee Benefits (401K & 457) | 566.58 | 4,456.00 | 6,185.00 |
| 10-18-41990-1321 | Clothing Allowance | 0.00 | 400.00 | 600.00 |
| 10-18-41990-1511 | FICA | 1,300.83 | 1,371.00 | 0.00 |
| 10-18-41990-1512 | Medicare | 962.98 | 1,364.00 | 1,447.00 |
| 10-18-41990-1521 | Retirement | 8,415.05 | 12,112.00 | 9,974.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-18-41990-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-18-41990-1541 | Health Insurance | 15,187.69 | 25,547.00 | 24,002.00 |
| 10-18-41990-1545 | Dental Insurance | 1,243.72 | 1,999.00 | 1,448.00 |
| 10-18-41990-1548 | Vision Insurance | 63.38 | 364.00 | 251.00 |
| 10-18-41990-1561 | Long Term Disability | 224.60 | 571.00 | 689.00 |
| 10-18-45800-1111 | Salaries - Full-Time Permanent | 116,470.33 | 115,691.00 | 269,035.00 |
| 10-18-45800-1112 | Salaries - Part-Time Permanent | 103,909.84 | 138,905.00 | 151,299.00 |
| 10-18-45800-1211 | Overtime | 0.00 | 0.00 | 0.00 |
| 10-18-45800-1300 | Employee Benefits (401K & 457) | 6,981.21 | 7,173.00 | 16,679.00 |
| 10-18-45800-1321 | Clothing Allowance | 0.00 | 800.00 | 1,300.00 |
| 10-18-45800-1511 | FICA | 6,192.96 | 8,619.00 | 9,382.00 |
| 10-18-45800-1512 | Medicare | 2,987.57 | 3,699.00 | 6,094.00 |
| 10-18-45800-1521 | Retirement | 22,880.93 | 21,369.00 | 38,802.00 |
| 10-18-45800-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-18-45800-1541 | Health Insurance | 33,893.03 | 35,260.00 | 100,946.00 |
| 10-18-45800-1545 | Dental Insurance | 2,781.27 | 2,758.00 | 7,960.00 |
| 10-18-45800-1548 | Vision Benefit | 488.72 | 502.00 | 1,377.00 |
| 10-18-45800-1561 | Long Term Disability | 538.62 | 786.00 | 931.00 |
| 10-19-41950-1111 | Salaries - Full-Time Permanent | 187,544.58 | 158,007.00 | 235,560.00 |
| 10-19-41950-1112 | Salaries - Part-Time Permanent | 35,925.42 | 41,610.00 | 51,124.00 |
| 10-19-41950-1115 | Unemployment | 1,355.95 | 0.00 | 0.00 |
| 10-19-41950-1211 | Overtime | 1,768.77 | 0.00 | 3,000.00 |
| 10-19-41950-1300 | Employee Benefits (401K & 457) | 5,239.87 | 9,799.00 | 14,605.00 |
| 10-19-41950-1321 | Clothing Allowance | 0.00 | 1,000.00 | 1,200.00 |
| 10-19-41950-1511 | FICA | 2,261.10 | 2,581.00 | 3,170.00 |
| 10-19-41950-1512 | Medicare | 3,154.61 | 2,899.00 | 4,158.00 |
| 10-19-41950-1521 | Retirement | 33,248.17 | 28,681.00 | 30,796.00 |
| 10-19-41950-1531 | State Insurance Fund | 26,352.59 | 32,200.00 | 25,000.00 |
| 10-19-41950-1541 | Health Insurance | 50,613.81 | 52,630.00 | 65,297.00 |
| 10-19-41950-1545 | Dental Insurance | 3,952.66 | 4,138.00 | 4,704.00 |
| 10-19-41950-1548 | Vision Insurance | 686.21 | 754.00 | 814.00 |
| 10-19-41950-1561 | Long Term Disability | 884.73 | 1,148.00 | 1,628.00 |
| 10-19-41955-1111 | Salaries - Full-Time Permanent | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1112 | Salaries - Part-Time Permanent | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1211 | Overtime | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1300 | Employee Benefits (401K & 457) | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1511 | FICA | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1512 | Medicare | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1521 | Retirement | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1541 | Health Insurance | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1545 | Dental Insurance | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1548 | Vision Benefit | 0.00 | 0.00 | 0.00 |
| 10-19-41955-1561 | Long Term Disability | 0.00 | 0.00 | 0.00 |
| 10-19-41970-1111 | Salaries - Full-Time Permanent | 134,312.67 | 129,988.00 | 137,780.00 |
| 10-19-41970-1112 | Salaries - Part-Time Permanent | 35,301.71 | 38,117.00 | 43,158.00 |
| 10-19-41970-1211 | Overtime | 1,201.24 | 1,000.00 | 1,000.00 |
| 10-19-41970-1300 | Employee Benefits (401K & 457) | 7,436.28 | 8,061.00 | 8,543.00 |
| 10-19-41970-1321 | Clothing Allowance | 0.00 | 400.00 | 400.00 |
| 10-19-41970-1511 | FICA | 2,216.66 | 2,364.00 | 2,676.00 |
| 10-19-41970-1512 | Medicare | 2,359.67 | 2,439.00 | 2,623.00 |
| 10-19-41970-1521 | Retirement | 22,166.48 | 23,185.00 | 13,779.00 |
| 10-19-41970-1541 | Health Insurance | 28,993.53 | 29,360.00 | 31,924.00 |
| 10-19-41970-1545 | Dental Insurance | 2,173.53 | 2,048.00 | 2,257.00 |
| 10-19-41970-1548 | Vision Insurance | 393.85 | 388.00 | 406.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-19-41970-1561 | Long Term Disability | 574.10 | 757.00 | 799.00 |
| 10-19-41980-1111 | Salaries - Full-Time Permanent | 80,750.59 | 73,130.00 | 89,040.00 |
| 10-19-41980-1112 | Salaries - Part-Time Permanent | 8,847.35 | 0.00 | 0.00 |
| 10-19-41980-1115 | Unemployment | 0.00 | 0.00 | 0.00 |
| 10-19-41980-1211 | Overtime | 0.00 | 0.00 | 0.00 |
| 10-19-41980-1300 | Employee Benefits (401K & 457) | 4,510.40 | 4,535.00 | 5,520.00 |
| 10-19-41980-1321 | Clothing Allowance | 5,850.00 | 100.00 | 100.00 |
| 10-19-41980-1511 | FICA | 1,217.68 | 0.00 | 0.00 |
| 10-19-41980-1512 | Medicare | 1,284.33 | 1,061.00 | 1,290.00 |
| 10-19-41980-1521 | Retirement | 13,069.89 | 12,206.00 | 8,904.00 |
| 10-19-41980-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-19-41980-1541 | Health Insurance | 17,757.01 | 17,630.00 | 18,354.00 |
| 10-19-41980-1545 | Dental Insurance | 1,386.34 | 1,379.00 | 1,448.00 |
| 10-19-41980-1548 | Vision Insurance | 243.58 | 251.00 | 251.00 |
| 10-19-41980-1561 | Long Term Disability | 320.74 | 393.00 | 533.00 |
| 10-21-42100-1111 | Salaries - Full-Time Permanent | 0.00 | 0.00 | 0.00 |
| 10-21-42100-1112 | Salaries - Part-Time Permanent | 140,065.73 | 110,000.00 | 82,719.00 |
| 10-21-42100-1300 | Employee Benefits (401K & 457) | 0.00 | 0.00 | 0.00 |
| 10-21-42100-1311 | Bonus | 0.00 | 0.00 | 0.00 |
| 10-21-42100-1321 | Clothing Allowance | 0.00 | 100.00 | 100.00 |
| 10-21-42100-1511 | FICA | 8,655.33 | 6,820.00 | 5,130.00 |
| 10-21-42100-1512 | Medicare | 2,024.45 | 1,609.00 | 1,199.00 |
| 10-21-42100-1521 | Retirement | 0.00 | 0.00 | 0.00 |
| 10-21-42100-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-21-42100-1541 | Health Insurance | 0.00 | 0.00 | 0.00 |
| 10-32-41800-1111 | Salaries - Full-Time Permanent | 313,225.85 | 435,594.00 | 649,396.00 |
| 10-32-41800-1112 | Salaries - Part-Time Permanent | 0.00 | 6,000.00 | 6,000.00 |
| 10-32-41800-1113 | Stipend-Planning Comm. Meeting | 0.00 | 0.00 | 0.00 |
| 10-32-41800-1124 | Family Leave | 0.00 | 0.00 | 0.00 |
| 10-32-41800-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 10-32-41800-1211 | Overtime | 3,959.26 | 2,500.00 | 2,500.00 |
| 10-32-41800-1300 | Employee Benefits (401k & 457) | 16,254.52 | 27,011.00 | 40,262.00 |
| 10-32-41800-1321 | Clothing Allowance | 800.00 | 1,200.00 | 2,050.00 |
| 10-32-41800-1511 | FICA | 0.00 | 372.00 | 372.00 |
| 10-32-41800-1512 | Medicare | 4,370.87 | 6,408.00 | 9,504.00 |
| 10-32-41800-1521 | Retirement | 52,268.80 | 74,017.00 | 86,107.00 |
| 10-32-41800-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-32-41800-1541 | Health Insurance | 59,805.07 | 110,094.00 | 146,528.00 |
| 10-32-41800-1545 | Dental Insurance | 4,199.81 | 7,848.00 | 10,668.00 |
| 10-32-41800-1548 | Vision Insurance | 770.57 | 1,478.00 | 1,869.00 |
| 10-32-41800-1561 | Long Term Disability | 1,496.34 | 3,165.00 | 4,032.00 |
| 10-33-42420-1111 | Salaries - Full-Time Permanent | 377,686.95 | 480,799.00 | 725,348.00 |
| 10-33-42420-1112 | Salaries - Part-Time Permanent | 35,922.07 | 36,400.00 | 41,685.00 |
| 10-33-42420-1116 | Salaries - Fast Track | 43,786.39 | 0.00 | 0.00 |
| 10-33-42420-1124 | Family Leave | 0.00 | 0.00 | 0.00 |
| 10-33-42420-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 10-33-42420-1211 | Overtime | 3,881.56 | 3,000.00 | 3,000.00 |
| 10-33-42420-1242 | Car Allowance | 0.00 | 0.00 | 0.00 |
| 10-33-42420-1300 | Employee Benefits (401k & 457 | 26,918.28 | 29,817.00 | 44,973.00 |
| 10-33-42420-1321 | Clothing Allowance | 1,600.00 | 2,400.00 | 3,350.00 |
| 10-33-42420-1511 | FICA | 2,560.24 | 2,258.00 | 2,584.00 |
| 10-33-42420-1512 | Medicare | 6,350.24 | 7,503.00 | 11,122.00 |
| 10-33-42420-1521 | Retirement | 71,038.04 | 80,635.00 | 79,218.00 |
| 10-33-42420-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-33-42420-1541 | Health Insurance | 104,770.89 | 137,655.00 | 207,543.00 |
| 10-33-42420-1545 | Dental Insurance | 8,315.43 | 10,634.00 | 16,226.00 |
| 10-33-42420-1548 | Vision Insurance | 1,464.48 | 1,945.00 | 2,815.00 |
| 10-33-42420-1561 | Long Term Disability | 1,898.03 | 3,322.00 | 3,899.00 |
| 10-41-44100-1111 | Salaries - Full-Time Permanent | 336,234.77 | 351,146.00 | 377,859.00 |
| 10-41-44100-1112 | Salaries - Part-Time Permanent | 0.00 | 24,960.00 | 26,460.00 |
| 10-41-44100-1124 | Family Leave | 0.00 | 0.00 | 0.00 |
| 10-41-44100-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 10-41-44100-1211 | Overtime | 7,323.81 | 25,000.00 | 25,000.00 |
| 10-41-44100-1300 | Employee Benefits (401k & 457) | 21,886.61 | 21,776.00 | 23,428.00 |
| 10-41-44100-1321 | Clothing Allowance | 2,300.00 | 2,400.00 | 3,500.00 |
| 10-41-44100-1511 | FICA | 0.00 | 1,548.00 | 1,548.00 |
| 10-41-44100-1512 | Medicare | 4,839.31 | 5,459.00 | 5,841.00 |
| 10-41-44100-1521 | Retirement | 61,962.89 | 60,731.00 | 52,777.00 |
| 10-41-44100-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-41-44100-1541 | Health Insurance | 88,383.31 | 100,077.00 | 98,793.00 |
| 10-41-44100-1545 | Dental Insurance | 6,574.69 | 7,610.00 | 6,499.00 |
| 10-41-44100-1548 | Vision Insurance | 1,136.62 | 1,413.00 | 1,148.00 |
| 10-41-44100-1561 | Long Term Disability | 1,611.90 | 3,113.00 | 2,463.00 |
| 10-41-45100-1111 | Salaries - Full-Time Permanent | 420,105.14 | 427,582.00 | 570,638.00 |
| 10-41-45100-1112 | Salaries - Part-Time Permanent | 41,187.21 | 49,920.00 | 52,916.00 |
| 10-41-45100-1113 | Salaries - Full Time Temporary | 2,616.00 | 0.00 | 0.00 |
| 10-41-45100-1124 | Family Leave | 0.00 | 0.00 | 0.00 |
| 10-41-45100-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 10-41-45100-1211 | Overtime | 21,369.74 | 19,000.00 | 19,000.00 |
| 10-41-45100-1300 | Employee Benefits (401k & 457) | 29,076.00 | 26,516.00 | 35,379.00 |
| 10-41-45100-1321 | Clothing Allowance | 3,567.97 | 4,800.00 | 5,600.00 |
| 10-41-45100-1511 | FICA | 3,407.55 | 3,096.00 | 3,281.00 |
| 10-41-45100-1512 | Medicare | 6,809.49 | 6,930.00 | 9,043.00 |
| 10-41-45100-1521 | Retirement | 75,573.14 | 73,882.00 | 70,364.00 |
| 10-41-45100-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 10-41-45100-1541 | Health Insurance | 112,530.02 | 123,160.00 | 163,391.00 |
| 10-41-45100-1545 | Dental Insurance | 8,922.74 | 9,441.00 | 11,954.00 |
| 10-41-45100-1548 | Vision Insurance | 1,585.64 | 1,777.00 | 2,107.00 |
| 10-41-45100-1561 | Long Term Disability | 2,320.53 | 3,979.00 | 4,054.00 |
| | **Personnel Services** | **5,960,287.69** | **6,533,971.00** | **8,512,013.00** |
| | **Materials, Supplies & Services** | | | |
| 10-11-41100-2121 | Dues & Memberships | 203.58 | 16,500.00 | 0.00 |
| 10-11-41100-2321 | Travel & Training | 3,946.16 | 5,000.00 | 6,000.00 |
| 10-11-41100-2369 | Council Meetings | 674.80 | 3,500.00 | 5,500.00 |
| 10-11-41100-2411 | Office Expense & Supplies | 120.00 | 500.00 | 500.00 |
| 10-11-41100-4531 | Professional & Technical Servi | 170.00 | 0.00 | 75,000.00 |
| 10-11-41100-5003 | Special Projects | 0.00 | 1,000.00 | 1,000.00 |
| 10-11-41110-2121 | Dues & Memberships | 1,032.50 | 1,295.00 | 1,700.00 |
| 10-11-41110-2211 | Public Notices | 2,626.77 | 5,000.00 | 5,000.00 |
| 10-11-41110-2321 | Travel & Training | 3,877.46 | 5,700.00 | 7,850.00 |
| 10-11-41110-2369 | Meetings | 71.33 | 300.00 | 300.00 |
| 10-11-41110-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-11-41110-2531 | Mileage Reimbursement | 332.08 | 3,600.00 | 3,600.00 |
| 10-11-41110-4138 | Property Taxes | 6,511.15 | 2,000.00 | 2,000.00 |
| 10-11-41110-4139 | Recording Fees | 8,829.00 | 9,000.00 | 9,000.00 |
| 10-11-41110-4531 | Professional & Technical Servi | 13,895.10 | 7,000.00 | 11,400.00 |
| 10-11-41110-4532 | Record Transcription Services | 0.00 | 2,000.00 | 2,000.00 |
| 10-11-41110-4950 | Elections | -170.68 | 87,000.00 | 500.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-11-41220-4121 | Attorney Fees | 173,018.00 | 150,000.00 | 150,000.00 |
| 10-11-41220-4531 | Professional & Technical Servi | 0.00 | 5,000.00 | 17,250.00 |
| 10-11-41310-2121 | Dues & Memberships | 30,719.69 | 18,300.00 | 38,400.00 |
| 10-11-41310-2321 | Travel & Training | 4,466.53 | 8,650.00 | 12,450.00 |
| 10-11-41310-2369 | Meetings | 637.90 | 500.00 | 500.00 |
| 10-11-41310-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-11-41310-2513 | Equipment SuppliesMaintenance | 0.00 | 0.00 | 0.00 |
| 10-11-41310-4167 | Sunshine Expense | 0.00 | 0.00 | 0.00 |
| 10-11-41310-4531 | Professional & Technical Servi | 0.00 | 0.00 | 0.00 |
| 10-11-41310-5003 | Special Projects | 1,061.00 | 0.00 | 1,000.00 |
| 10-11-41410-2121 | Dues & Memberships | 365.00 | 750.00 | 600.00 |
| 10-11-41410-2321 | Travel & Training | 4,196.35 | 5,800.00 | 7,485.00 |
| 10-11-41410-2369 | Meetings | 193.01 | 300.00 | 300.00 |
| 10-11-41410-2411 | Office Expense & Supplies | 1,635.23 | 0.00 | 0.00 |
| 10-11-41410-2513 | Equipment SuppliesMaintenance | 0.00 | 0.00 | 0.00 |
| 10-11-41410-2531 | Mileage Reimbursement | 0.00 | 0.00 | 0.00 |
| 10-11-41410-2710 | BudgetCAFR Preparation | 646.25 | 1,350.00 | 1,750.00 |
| 10-11-41410-4140 | Banking Fees | 38,450.49 | 65,000.00 | 45,000.00 |
| 10-11-41410-4151 | Auditing and Accounting | 0.00 | 0.00 | 0.00 |
| 10-11-41410-4211 | Computer Network & Data Proces | 0.00 | 0.00 | 0.00 |
| 10-11-41410-4531 | Professional & Technical Servi | 36,500.00 | 44,500.00 | 49,500.00 |
| 10-11-41410-6000 | Bad Debt Expense | 18,236.12 | 0.00 | 0.00 |
| 10-11-41710-2121 | Dues & Memberships | 827.00 | 1,200.00 | 1,130.00 |
| 10-11-41710-2321 | Travel & Training | 1,647.31 | 5,500.00 | 5,040.00 |
| 10-11-41710-2369 | Meetings | 71.57 | 300.00 | 500.00 |
| 10-11-41710-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-11-41710-2513 | Equipment SuppliesMaintenance | 5,429.40 | 2,500.00 | 2,500.00 |
| 10-11-41710-2523 | Blue Stakes Supplies | 3,291.58 | 2,500.00 | 2,500.00 |
| 10-11-41710-2531 | Mileage Reimbursement | 0.00 | 0.00 | 0.00 |
| 10-11-41710-4531 | Professional & Technical Servi | 20,560.00 | 40,000.00 | 20,000.00 |
| 10-18-41910-2121 | Dues & Memberships | 12,046.00 | 14,370.00 | 18,205.00 |
| 10-18-41910-2321 | Travel & Training | 1,660.00 | 12,000.00 | 9,100.00 |
| 10-18-41910-2369 | Meetings | 680.80 | 1,500.00 | 1,000.00 |
| 10-18-41910-4531 | Professional & Technical Servi | 5,236.11 | 90,000.00 | 5,000.00 |
| 10-18-41910-6522 | Economic Development | 11,709.76 | 20,000.00 | 37,500.00 |
| 10-18-41940-2121 | Dues & Memberships | 275.00 | 580.00 | 665.00 |
| 10-18-41940-2321 | Travel & Training | 0.00 | 1,500.00 | 3,200.00 |
| 10-18-41940-2513 | Equipment SuppliesMaintenance | 2,574.65 | 5,000.00 | 5,000.00 |
| 10-18-41940-4531 | Professional & Technical Servi | 2,155.00 | 3,500.00 | 3,500.00 |
| 10-18-41940-5747 | Sports-New Program Development | 0.00 | 5,000.00 | 5,000.00 |
| 10-18-41940-5748 | Ultimate Frisbee | 0.00 | 2,500.00 | 2,500.00 |
| 10-18-41940-5749 | Picketball | 0.00 | 2,500.00 | 2,500.00 |
| 10-18-41940-5753 | Youth Basketball | 47,150.65 | 60,000.00 | 68,000.00 |
| 10-18-41940-5754 | Adult Softball | 3,076.82 | 9,000.00 | 9,000.00 |
| 10-18-41940-5755 | Adult Volleyball | 0.00 | 1,500.00 | 1,500.00 |
| 10-18-41940-5756 | Adult Basketball | 0.00 | 2,800.00 | 2,800.00 |
| 10-18-41940-5758 | Women's Volleyball | 0.00 | 0.00 | 0.00 |
| 10-18-41940-5759 | Adult Flag Football | 0.00 | 2,500.00 | 2,500.00 |
| 10-18-41960-5856 | Senior Council ProjectsEvents | 3,773.40 | 0.00 | 0.00 |
| 10-18-41990-2121 | Dues & Memberships | 757.00 | 1,200.00 | 2,025.00 |
| 10-18-41990-2321 | Travel & Training | 0.00 | 2,500.00 | 3,050.00 |
| 10-18-41990-2513 | Equipment SuppliesMaintenance | 0.00 | 8,000.00 | 21,000.00 |
| 10-18-41990-5821 | Fireworks | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-18-41990-5850 | Veterans Board | 0.00 | 2,100.00 | 2,100.00 |
| 10-18-41990-5855 | Exceptional Kids Club | 0.00 | 0.00 | 0.00 |
| 10-18-41990-5856 | Special Events & Projects | 18,168.07 | 90,000.00 | 102,500.00 |
| 10-18-41990-5858 | Pony Express Days Celebration | 81,143.43 | 58,500.00 | 51,500.00 |
| 10-18-41990-5859 | Miss Eagle Mountain Pageant | 4,765.00 | 16,000.00 | 8,000.00 |
| 10-18-41990-5860 | Rodeo Expenditures | 0.00 | 0.00 | 0.00 |
| 10-18-41990-5861 | Cultural Events | 0.00 | 0.00 | 0.00 |
| 10-18-41990-5864 | Pony Express Days Demo Derby | 0.00 | 0.00 | 0.00 |
| 10-18-45800-2121 | Dues & Memberships | 14,683.00 | 16,000.00 | 16,000.00 |
| 10-18-45800-2321 | Travel & Training | 447.11 | 1,500.00 | 3,000.00 |
| 10-18-45800-2369 | Meetings | 57.76 | 150.00 | 150.00 |
| 10-18-45800-2411 | Office Expense & Supplies | 3,461.84 | 4,000.00 | 5,000.00 |
| 10-18-45800-2513 | Equipment SuppliesMaintenance | 920.68 | 1,550.00 | 1,550.00 |
| 10-18-45800-4211 | Computer Network & Data Proces | 18,165.81 | 21,000.00 | 21,000.00 |
| 10-18-45800-5791 | Library Materials & Books | 43,730.50 | 50,000.00 | 55,000.00 |
| 10-18-45800-5795 | Library Materials from Grants | 12,752.03 | 27,000.00 | 27,000.00 |
| 10-18-45800-5856 | Library Special Events | 3,575.00 | 3,600.00 | 4,000.00 |
| 10-19-41950-2321 | Travel & Training | 757.99 | 1,500.00 | 2,000.00 |
| 10-19-41950-2513 | Equipment SuppliesMaintenance | 151.06 | 5,000.00 | 5,000.00 |
| 10-19-41950-2610 | Building & Grounds Maintenance | 40,122.97 | 50,000.00 | 55,000.00 |
| 10-19-41950-2612 | Janitorial Services | 18,513.41 | 30,000.00 | 25,000.00 |
| 10-19-41950-4531 | Professional & Technical Servi | 14,447.00 | 14,700.00 | 36,440.00 |
| 10-19-41950-6211 | Insurance & Surety Bonds | 0.00 | 0.00 | 0.00 |
| 10-19-41955-2121 | Dues & Memberships | 179.00 | 200.00 | 200.00 |
| 10-19-41955-2321 | Travel & Training | 0.00 | 0.00 | 0.00 |
| 10-19-41955-2369 | Meetings | 0.00 | 0.00 | 0.00 |
| 10-19-41955-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-19-41955-2513 | Equipment SuppliesMaintenance | 6,527.29 | 2,500.00 | 6,000.00 |
| 10-19-41955-3311 | Telephone | 29,811.37 | 30,000.00 | 33,000.00 |
| 10-19-41955-3313 | Cell Phone | 58,585.45 | 55,000.00 | 62,000.00 |
| 10-19-41955-3315 | DSL Service | 7,458.44 | 12,000.00 | 14,400.00 |
| 10-19-41955-4211 | Computer Network & Data Proces | 0.00 | 0.00 | 50,000.00 |
| 10-19-41955-4222 | PrinterCopier Maintenance | 10,034.65 | 12,000.00 | 13,000.00 |
| 10-19-41955-4261 | Computer Software & Maint. | 267,599.77 | 243,181.00 | 250,004.00 |
| 10-19-41955-4531 | Professional & Technical Servi | 49,821.38 | 109,778.00 | 176,000.00 |
| 10-19-41970-2121 | Dues & Memberships | 400.00 | 1,500.00 | 1,500.00 |
| 10-19-41970-2321 | Travel & Training | 816.00 | 3,500.00 | 3,500.00 |
| 10-19-41970-2369 | Meetings | 0.00 | 300.00 | 300.00 |
| 10-19-41970-4531 | Professional & Technical Servi | 90.00 | 3,100.00 | 18,100.00 |
| 10-19-41970-5003 | Special Projects | 13,074.00 | 17,000.00 | 10,000.00 |
| 10-19-41970-5005 | EM City Merchandise | 7,585.00 | 28,000.00 | 15,000.00 |
| 10-19-41980-2121 | Dues & Memberships | 4,958.00 | 450.00 | 650.00 |
| 10-19-41980-2321 | Travel & Training | 2,072.72 | 10,250.00 | 12,500.00 |
| 10-19-41980-2371 | Education Assistance | 4,210.00 | 20,000.00 | 20,000.00 |
| 10-19-41980-2377 | Wellness Committee | 0.00 | 0.00 | 3,000.00 |
| 10-19-41980-2378 | Safety Award | 199.75 | 5,000.00 | 1,500.00 |
| 10-19-41980-2379 | Employee Activities | 16,085.94 | 15,000.00 | 17,000.00 |
| 10-19-41980-2411 | Office Supplies | 18,075.61 | 25,000.00 | 25,000.00 |
| 10-19-41980-2431 | Uniform & Clothing | 399.00 | 0.00 | 0.00 |
| 10-19-41980-4261 | Computer Software & Maint | 144.00 | 0.00 | 0.00 |
| 10-19-41980-4531 | Professional & Technical Servi | 37,414.50 | 31,129.00 | 30,889.00 |
| 10-19-41980-6211 | Insurance & Surety Bonds | 46,001.85 | 42,000.00 | 50,000.00 |
| 10-21-42100-2321 | Travel & Training | 0.00 | 0.00 | 1,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-21-42100-4410 | Animal Control | 25,924.00 | 28,500.00 | 31,284.00 |
| 10-21-42100-4531 | Professional & Technical Servi | 64,963.08 | 0.00 | 0.00 |
| 10-21-42100-5002 | Special Department Supplies | 1,999.80 | 2,000.00 | 6,000.00 |
| 10-21-42100-5230 | Emergency Management | 1,466.70 | 5,000.00 | 4,000.00 |
| 10-21-42100-5235 | CERT Training | 0.00 | 500.00 | 500.00 |
| 10-21-42100-5797 | Planning Grant Expenses | 0.00 | 0.00 | 0.00 |
| 10-21-42100-5859 | Rad WomenKids | 687.30 | 6,000.00 | 6,000.00 |
| 10-21-42100-5860 | Community SafetyVIPS | 4,809.59 | 3,000.00 | 3,000.00 |
| 10-21-42100-5861 | Communities That Care Program | 10,041.08 | 0.00 | 7,000.00 |
| 10-21-42100-5862 | DUI Blitzes w Alcohol Tax Fnd | 399.96 | 23,000.00 | 23,000.00 |
| 10-32-41800-2121 | Dues & Memberships | 1,484.94 | 2,650.00 | 3,702.00 |
| 10-32-41800-2321 | Travel & Training | 2,434.30 | 8,420.00 | 9,020.00 |
| 10-32-41800-2322 | Planning Commissioner-Expense | 2,200.00 | 2,000.00 | 2,000.00 |
| 10-32-41800-2369 | Meetings | 0.00 | 300.00 | 300.00 |
| 10-32-41800-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-32-41800-2531 | Mileage Reimbursement | 0.00 | 0.00 | 0.00 |
| 10-32-41800-4261 | Computer Software & Maintenanc | 0.00 | 0.00 | 0.00 |
| 10-32-41800-4531 | Professional & Technical Servi | 1,800.00 | 42,000.00 | 61,950.00 |
| 10-32-41800-5001 | Misc - Expenses | 14.00 | 3,360.00 | 1,100.00 |
| 10-33-42420-2121 | Dues & Memberships | 318.00 | 3,425.00 | 3,595.00 |
| 10-33-42420-2321 | Travel & Training | 763.00 | 5,000.00 | 5,290.00 |
| 10-33-42420-2369 | Meetings | 0.00 | 400.00 | 400.00 |
| 10-33-42420-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-33-42420-2431 | Uniforms & Clothing | 0.00 | 0.00 | 0.00 |
| 10-33-42420-2513 | Equipment SuppliesMaintenance | 613.50 | 600.00 | 1,000.00 |
| 10-33-42420-4531 | Professional & Technical Servi | 496,862.66 | 354,700.00 | 350,000.00 |
| 10-41-44100-2321 | Travel & Training | 1,190.00 | 4,700.00 | 5,000.00 |
| 10-41-44100-2369 | Meetings | 260.51 | 350.00 | 350.00 |
| 10-41-44100-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-41-44100-2431 | Uniforms and Clothing | 0.00 | 0.00 | 0.00 |
| 10-41-44100-2513 | Equipment SuppliesMaintenance | 44,972.70 | 55,000.00 | 60,000.00 |
| 10-41-44100-2610 | Building & Grounds Maintenance | 0.00 | 0.00 | 0.00 |
| 10-41-44100-4121 | Attorney Fees | 1,656.00 | 0.00 | 0.00 |
| 10-41-44100-4394 | Collar Maintenance | 0.00 | 10,000.00 | 10,000.00 |
| 10-41-44100-4531 | Professional & Technical Servi | 77,958.30 | 5,000.00 | 5,000.00 |
| 10-41-44100-4811 | Equipment RentalLease (Non-Pu | 23,651.41 | 38,000.00 | 68,800.00 |
| 10-41-44100-5110 | Street Material | 0.00 | 0.00 | 0.00 |
| 10-41-44100-5121 | Unimproved Road Maint. | 0.00 | 4,575.00 | 6,000.00 |
| 10-41-44100-5122 | Paved Road Maint. | 883,423.72 | 1,508,300.00 | 1,650,000.00 |
| 10-41-44100-5124 | Sidewalk Maintenance | 32,569.38 | 50,000.00 | 50,000.00 |
| 10-41-44100-5139 | Street Light-Developer Install | 0.00 | 0.00 | 0.00 |
| 10-41-44100-5730 | Street Sign Maintenance | 28,307.99 | 55,000.00 | 55,000.00 |
| 10-41-45100-2121 | Dues & Memberships | 1,470.00 | 1,130.00 | 1,145.00 |
| 10-41-45100-2321 | Travel & Training | 652.00 | 4,500.00 | 5,400.00 |
| 10-41-45100-2369 | Meetings | 15.20 | 400.00 | 400.00 |
| 10-41-45100-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 10-41-45100-2431 | Uniforms and Clothing | 0.00 | 0.00 | 0.00 |
| 10-41-45100-2513 | Equipment SuppliesMaintenance | 18,577.67 | 27,000.00 | 30,000.00 |
| 10-41-45100-2610 | Building & Grounds Maintenance | 16,032.17 | 12,000.00 | 15,000.00 |
| 10-41-45100-4121 | Attorney Fees | 4,536.00 | 0.00 | 0.00 |
| 10-41-45100-4531 | Professional & Technical Servi | 543,298.38 | 605,000.00 | 631,000.00 |
| 10-41-45100-4811 | Equipment RentalLease | 21,636.72 | 20,000.00 | 20,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | (Non-Pu | | | |
| 10-41-45100-5405 | Park Amenities RepairReplace | 62,301.40 | 70,000.00 | 94,000.00 |
| 10-41-45100-5410 | Landscape Maintenance | 74,407.33 | 104,000.00 | 60,000.00 |
| 10-41-45100-5420 | Parks Trail Maintenance | 32,659.70 | 30,000.00 | 80,000.00 |
| 10-41-45100-5425 | Silverlake Trees | 0.00 | 0.00 | 0.00 |
| 10-41-45100-5430 | City Wide Trees | 20,742.98 | 40,000.00 | 40,000.00 |
| 10-41-45100-5721 | Chemicals & Fertilizers | 3,358.36 | 5,000.00 | 5,000.00 |
| 10-41-45100-5760 | Other Special Departmental Sup | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **3,843,033.08** | **4,947,793.00** | **5,336,319.00** |
| | **Energy and Utilities** | | | |
| 10-19-41950-3111 | Utilities | 48,920.33 | 53,703.00 | 64,445.00 |
| 10-21-42100-3111 | Utilities (Gas Electric Water | 0.00 | 0.00 | 0.00 |
| 10-41-44100-3111 | Utilities (Gas Electric Water | 273.00 | 0.00 | 0.00 |
| 10-41-45100-3111 | Utilities (Gas Electric Water | 310,195.97 | 150,000.00 | 180,000.00 |
| | **Energy and Utilities** | **359,389.30** | **203,703.00** | **244,445.00** |
| | **Services (Contracted)** | | | |
| 10-11-41410-4521 | Collection Fees | 1,688.87 | 0.00 | 0.00 |
| 10-18-45800-4521 | Collection Fees | 0.00 | 0.00 | 0.00 |
| 10-19-41950-2613 | Contract Services (Janitorial) | 0.00 | 0.00 | 0.00 |
| 10-19-41955-4221 | Website Maintenance | 10,712.98 | 10,000.00 | 12,000.00 |
| 10-19-41970-4541 | Printing & Mailing | 513.57 | 0.00 | 0.00 |
| 10-21-42100-4520 | Contract Services | 3,504,656.44 | 4,074,786.00 | 5,086,079.00 |
| 10-21-42100-4525 | Dispatch Services | 146,081.70 | 154,000.00 | 168,000.00 |
| 10-32-41800-6550 | Capital - Studies | 25,000.00 | 125,000.00 | 75,000.00 |
| 10-33-42420-4380 | InspectionTesting | 0.00 | 0.00 | 0.00 |
| 10-41-44100-5140 | Street Light New Install | 980,444.99 | 1,300,000.00 | 700,000.00 |
| 10-41-44100-5141 | Street Light Maintenance | 273,796.52 | 150,000.00 | 200,000.00 |
| 10-41-44100-5142 | Traffic Signal Maintenance | 23,819.08 | 30,000.00 | 38,000.00 |
| | **Services (Contracted)** | **4,966,714.15** | **5,843,786.00** | **6,279,079.00** |
| | **Special Departmental Materials** | | | |
| 10-18-41910-5780 | Marketing Tools | 2,110.91 | 12,500.00 | 12,460.00 |
| 10-18-41990-5851 | Youth Council | 0.00 | 3,725.00 | 3,725.00 |
| 10-18-41990-5852 | Senior Council | 0.00 | 5,000.00 | 6,000.00 |
| 10-32-41800-5002 | Special Projects | 0.00 | 0.00 | 34,000.00 |
| 10-41-44100-5721 | Snow Removal | 46,764.11 | 85,000.00 | 85,000.00 |
| 10-41-44100-5731 | Street Sweeping | 0.00 | 0.00 | 0.00 |
| | **Special Departmental Materials** | **48,875.02** | **106,225.00** | **141,185.00** |
| | **Capital Outlay** | | | |
| 10-11-41110-7410 | Capital Equipment | 0.00 | 24,500.00 | 0.00 |
| 10-11-41110-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| 10-11-41110-7552 | Furniture | 0.00 | 0.00 | 0.00 |
| 10-11-41310-7412 | Computer equipment | 0.00 | 0.00 | 0.00 |
| 10-11-41310-7552 | Furniture | 0.00 | 0.00 | 0.00 |
| 10-11-41410-7411 | Office Equipment | 0.00 | 150.00 | 0.00 |
| 10-11-41410-7412 | Computer Equipment | 0.00 | 2,000.00 | 0.00 |
| 10-11-41710-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| 10-11-41710-7411 | Office Equipment | 0.00 | 0.00 | 0.00 |
| 10-11-41710-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| 10-18-41940-7000 | Capital Outlay | 0.00 | 0.00 | 0.00 |
| 10-18-41990-7000 | Capital Outlay | 0.00 | 0.00 | 0.00 |
| 10-18-45800-7410 | Equipment | 9,199.00 | 0.00 | 20,000.00 |
| 10-18-45800-7412 | Computer Equipment | 0.00 | 5,000.00 | 5,000.00 |
| 10-18-45800-7552 | Furniture | 19,990.44 | 0.00 | 0.00 |
| 10-19-41950-7211 | Building & Bldg Improvements | 0.00 | 232,605.00 | 270,000.00 |
| 10-19-41950-7410 | Equipment | 279.00 | 7,700.00 | 5,000.00 |
| 10-19-41950-7552 | Furniture | 2,845.43 | 20,000.00 | 40,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 10-19-41955-7410 | Equipment | 0.00 | 1,500.00 | 0.00 |
| 10-19-41955-7412 | Computer Equipment | 133,259.11 | 42,500.00 | 105,550.00 |
| 10-19-41955-7552 | Furniture | 0.00 | 0.00 | 0.00 |
| 10-19-41970-7412 | Computer Equipment | 0.00 | 1,400.00 | 1,400.00 |
| 10-21-42100-7000 | Capital Outlay | 0.00 | 0.00 | 0.00 |
| 10-21-42100-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| 10-21-42100-7415 | Emergency Management Equipment | 6,851.75 | 16,000.00 | 36,000.00 |
| 10-25-42100-7000 | Capital Outlay | 0.00 | 0.00 | 0.00 |
| 10-32-41800-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| 10-32-41800-7411 | Office Equipment | 0.00 | 0.00 | 0.00 |
| 10-32-41800-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| 10-33-42420-7000 | CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 |
| 10-33-42420-7211 | Buildings & Bldg Improvements | 0.00 | 0.00 | 0.00 |
| 10-33-42420-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| 10-33-42420-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| 10-41-44100-7000 | CAPITAL OUTLAY | 257,731.00 | 0.00 | 0.00 |
| 10-41-44100-7410 | Equipment | 81,000.00 | 35,532.00 | 25,000.00 |
| 10-41-45100-7410 | Equipment | 85,598.77 | 76,500.00 | 10,000.00 |
| | **Capital Outlay** | **596,754.50** | **465,387.00** | **517,950.00** |
| | **Debt Service** | | | |
| 10-41-44100-8211 | Lease Purchase | 0.00 | 27,000.00 | 27,000.00 |
| 10-41-45100-8211 | Lease Purchase | 0.00 | 0.00 | 14,300.00 |
| 10-71-47100-8111 | Principal | 0.00 | 0.00 | 1,220,703.00 |
| 10-71-47100-8121 | Interest | 0.00 | 0.00 | 823,266.00 |
| | **Debt Service** | **0.00** | **27,000.00** | **2,085,269.00** |
| | **Interfund Transactions** | | | |
| 10-11-41310-9154 | Due To Fleet Fund | 25,383.96 | 26,580.00 | 25,384.00 |
| 10-11-41710-9154 | Due To Fleet Fund | 80,049.00 | 25,255.00 | 96,049.00 |
| 10-18-41940-9154 | Due To Fleet Fund | 19,824.00 | 21,619.00 | 79,824.00 |
| 10-18-41990-9154 | Due To Fleet Fund | 10,047.00 | 9,609.00 | 10,047.00 |
| 10-19-41950-9154 | Due To Fleet Fund | 76,533.96 | 39,003.00 | 39,534.00 |
| 10-32-41800-9154 | Due To Fleet Fund | 27,021.00 | 78,394.00 | 163,021.00 |
| 10-33-42420-9110 | Due To General Fund | 0.00 | 0.00 | 0.00 |
| 10-33-42420-9154 | Due To Fleet Fund | 44,951.04 | 102,575.00 | 44,951.00 |
| 10-41-44100-9146 | Due To Cap Proj Road Fund | 0.00 | 0.00 | 0.00 |
| 10-41-44100-9154 | Due To Fleet Fund | 247,344.96 | 250,892.00 | 247,345.00 |
| 10-41-44100-9179 | Due To Road Debt Fund | 0.00 | 0.00 | 0.00 |
| 10-41-45100-9154 | Due To Fleet Fund | 202,386.00 | 104,916.00 | 200,386.00 |
| 10-61-48000-9158 | Due To Golf Course Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48000-9160 | Due to Business Incubator Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9116 | Due to Public Saftey ImpFee Fn | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9145 | Due To Cap Proj Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9147 | Due To Cap Proj Fund | 0.00 | 10,334,357.00 | 4,750,666.00 |
| 10-61-48100-9151 | Due To Water Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9152 | Due To Sewer Fund | 0.00 | 4,543,599.00 | 0.00 |
| 10-61-48100-9154 | Due To Fleet Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9162 | Due to Cemetery Fund | 0.00 | 0.00 | 0.00 |
| 10-61-48100-9180 | Due to RDA | 0.00 | 0.00 | 600,000.00 |
| | **Interfund Transactions** | **733,540.92** | **15,536,799.00** | **6,257,207.00** |
| | **Contingencies (Budgeted)** | | | |
| 10-91-48900-9392 | Contingency - Pay Adjustments | 0.00 | 0.00 | 0.00 |
| | **Contingencies (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Ending Balance (Budgeted)** | | | |
| 10-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 0.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **16,508,594.66** | **33,664,664.00** | **29,373,467.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| **10** | **General Fund** | **12,197,119.82** | **671,500.00** | **0.00** |
| **11** | **Water Impact Fee Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 11-00-34805-0000 | Buy In Water SA 1 | 1,171,359.15 | 2,590,257.00 | 2,590,257.00 |
| 11-00-34806-0000 | Buy In Water SA 2 | 467,598.80 | 415,703.00 | 415,703.00 |
| 11-00-34860-0000 | Future Facilities Water SA 1 | 5,162,459.20 | 5,191,272.00 | 5,191,272.00 |
| 11-00-34870-0000 | Future Facilities Water SA 2 | 525,868.10 | 531,248.00 | 531,248.00 |
| | **Planning Building & Eng Fees** | **7,327,285.25** | **8,728,480.00** | **8,728,480.00** |
| | **Miscellaneous Revenues** | | | |
| 11-00-37010-0000 | Interest Earnings | 71,854.60 | 26,762.00 | 26,762.00 |
| | **Miscellaneous Revenues** | **71,854.60** | **26,762.00** | **26,762.00** |
| | **Interfund Transactions** | | | |
| 11-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| 11-00-38151-0000 | Due From Water Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 11-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 2,236,741.00 |
| | **Special Revenues & Resources** | **0.00** | **0.00** | **2,236,741.00** |
| | **Revenue** | **7,399,139.85** | **8,755,242.00** | **10,991,983.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 11-51-51000-4531 | Professional & Technical Servi | 11,360.00 | 5,000.00 | 0.00 |
| 11-51-51000-6000 | Bad Debt Expense | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **11,360.00** | **5,000.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 11-51-51000-6302 | SITLA Imp Fee Reimbursement | 42,772.10 | 0.00 | 0.00 |
| 11-51-51000-6310 | Developer Impact Fee Reimb. | 0.00 | 3,005,960.00 | 3,005,960.00 |
| | **Other Charges & Contributions** | **42,772.10** | **3,005,960.00** | **3,005,960.00** |
| | **Interfund Transactions** | | | |
| 11-61-48100-9110 | Due To General Fund | 0.00 | 0.00 | 0.00 |
| 11-61-48100-9147 | Due To General Fund CP Fund | 0.00 | 0.00 | 0.00 |
| 11-61-48100-9151 | Due To Water Fund | 4,605,503.73 | 3,395,069.00 | 7,986,023.00 |
| | **Interfund Transactions** | **4,605,503.73** | **3,395,069.00** | **7,986,023.00** |
| | **Ending Balance (Budgeted)** | | | |
| 11-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 0.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **4,659,635.83** | **6,406,029.00** | **10,991,983.00** |
| **11** | **Water Impact Fee Fund** | **2,739,504.02** | **2,349,213.00** | **0.00** |
| **12** | **Wastewater Impact Fee Fund** | | | |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 12-00-34805-0000 | SSA Treatment Buy In WW | 1,818,782.30 | 2,064,451.00 | 2,064,451.00 |
| 12-00-34816-0000 | Evan's Ranch Trunk Line WW | 212,118.28 | 201,838.00 | 201,838.00 |
| 12-00-34820-0000 | EMP Property Buy In | 104,612.10 | 118,742.00 | 118,742.00 |
| 12-00-34825-0000 | Future Facilities WW SSA | 1,253,509.90 | 1,422,825.00 | 1,422,825.00 |
| 12-00-34830-0000 | Ranches Pkwy Extension WW | 844.84 | 0.00 | 0.00 |
| 12-00-34845-0000 | Future Facilities WW NSA | 282,642.32 | 268,968.00 | 268,968.00 |
| 12-00-34855-0000 | Camp Williams Sewer Line | 18,209.96 | 17,327.00 | 17,327.00 |
| | **Planning Building & Eng Fees** | **3,690,719.70** | **4,094,151.00** | **4,094,151.00** |
| | **Miscellaneous Revenues** | | | |
| 12-00-37010-0000 | Interest Earnings | 21,415.56 | 6,253.00 | 6,253.00 |
| | **Miscellaneous Revenues** | **21,415.56** | **6,253.00** | **6,253.00** |
| | **Interfund Transactions** | | | |
| 12-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| 12-00-38152-0000 | Due From Sewer Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 12-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 2,881,501.00 |
| | **Special Revenues & Resources** | **0.00** | **0.00** | **2,881,501.00** |
| | **Revenue** | **3,712,135.26** | **4,100,404.00** | **6,981,905.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 12-51-52000-4531 | Professional & Technical Servi | 2,400.00 | 3,600.00 | 0.00 |
| | **Materials, Supplies & Services** | **2,400.00** | **3,600.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 12-51-52000-6306 | EM Properties Reimbursement | 0.00 | 0.00 | 0.00 |
| 12-51-52000-6309 | Evans Ranch Reimbursement | 0.00 | 0.00 | 0.00 |
| 12-51-52000-6310 | Developer Impact Fee Reimb. | 116,912.74 | 2,183,193.00 | 2,183,193.00 |
| | **Other Charges & Contributions** | **116,912.74** | **2,183,193.00** | **2,183,193.00** |
| | **Interfund Transactions** | | | |
| 12-61-48100-9147 | Due To General Fund CP Fund | 0.00 | 0.00 | 0.00 |
| 12-61-48100-9152 | Due To Sewer Fund | 7,001,629.83 | 1,907,980.00 | 4,798,712.00 |
| | **Interfund Transactions** | **7,001,629.83** | **1,907,980.00** | **4,798,712.00** |
| | **Ending Balance (Budgeted)** | | | |
| 12-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 0.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **7,120,942.57** | **4,094,773.00** | **6,981,905.00** |
| **12** | **Wastewater Impact Fee Fund** | **-3,408,807.31** | **5,631.00** | **0.00** |
| **15** | **ParksTrails Impact Fee** | | | |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 15-00-34825-0000 | Future Facilities PrksTrls SSA | 2,647,561.00 | 3,554,552.00 | 3,554,552.00 |
| 15-00-34840-0000 | SITLA Equity Buy In NSA | 72,006.00 | 48,664.00 | 48,664.00 |
| 15-00-34841-0000 | SITLA Equity Buy In SSA | 101,211.00 | 58,300.00 | 58,300.00 |
| 15-00-34845-0000 | Future Facilities PrksTrls NSA | 1,724,028.60 | 2,108,632.00 | 2,108,632.00 |
| 15-00-34850-0000 | Future Facilities PrksTrls WSA | 9,476.00 | 57,280.00 | 57,280.00 |
| | **Planning Building & Eng Fees** | **4,554,282.60** | **5,827,428.00** | **5,827,428.00** |
| | **Miscellaneous Revenues** | | | |
| 15-00-37010-0000 | Interest Earnings | 13,622.28 | 5,469.00 | 5,469.00 |
| | **Miscellaneous Revenues** | **13,622.28** | **5,469.00** | **5,469.00** |
| | **Interfund Transactions** | | | |
| 15-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Revenue** | **4,567,904.88** | **5,832,897.00** | **5,832,897.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 15-51-45100-4531 | Professional & Technical Servi | 1,687.48 | 0.00 | 0.00 |
| 15-51-45100-6000 | Bad Debt Expense | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **1,687.48** | **0.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 15-51-45100-6302 | SITLA Imp Fee Reimbursement | 141,570.00 | 106,964.00 | 106,964.00 |
| | **Other Charges & Contributions** | **141,570.00** | **106,964.00** | **106,964.00** |
| | **Interfund Transactions** | | | |
| 15-61-48100-9146 | Due To Capital Project Fund | 0.00 | 0.00 | 0.00 |
| 15-61-48100-9147 | Due To General Fund CP Fund | 0.00 | 5,912,165.00 | 5,000,000.00 |
| | **Interfund Transactions** | **0.00** | **5,912,165.00** | **5,000,000.00** |
| | **Ending Balance (Budgeted)** | | | |
| 15-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 725,933.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **725,933.00** |
| | **Expense** | **143,257.48** | **6,019,129.00** | **5,832,897.00** |
| **15** | **ParksTrails Impact Fee Fund** | **4,424,647.40** | **-186,232.00** | **0.00** |
| **16** | **Public Safety Facility Impact** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 16-00-34800-0000 | Impact Fees | 0.00 | 29,400.00 | 30,000.00 |
| | **Planning Building & Eng Fees** | **0.00** | **29,400.00** | **30,000.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Revenue** | **0.00** | **29,400.00** | **30,000.00** |
| | **Expense** | | | |
| | **Interfund Transactions** | | | |
| 16-61-48100-9110 | Due To General Fund | 49.20 | 0.00 | 0.00 |
| | **Interfund Transactions** | **49.20** | **0.00** | **0.00** |
| | **Ending Balance (Budgeted)** | | | |
| 16-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 30,000.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **30,000.00** |
| | **Expense** | **49.20** | **0.00** | **30,000.00** |
| **16** | **Public Safety Facility Impact** | **-49.20** | **29,400.00** | **0.00** |
| **17** | **Stormwater Impact Fee Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 17-00-34820-0000 | EMP Property Buy In | 26,130.45 | 30,902.00 | 30,902.00 |
| 17-00-34825-0000 | Future Facilities StrmWtr SSA | 493,925.45 | 660,749.00 | 660,749.00 |
| 17-00-34833-0000 | Tickville WashBasin Eq Buy In | 51,525.00 | 48,120.00 | 48,120.00 |
| 17-00-34845-0000 | Future Facilities StrmWtr NSA | 143,105.20 | 185,055.00 | 185,055.00 |
| 17-00-34850-0000 | Future Facilities StrmWtr WSA | 5,884.00 | 40,704.00 | 40,704.00 |
| | **Planning Building & Eng Fees** | **720,570.10** | **965,530.00** | **965,530.00** |
| | **Miscellaneous Revenues** | | | |
| 17-00-37010-0000 | Interest Earnings | 5,192.63 | 2,417.00 | 2,417.00 |
| | **Miscellaneous Revenues** | **5,192.63** | **2,417.00** | **2,417.00** |
| | **Interfund Transactions** | | | |
| 17-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 17-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 1,462,175.00 |
| | **Special Revenues & Resources** | **0.00** | **0.00** | **1,462,175.00** |
| | **Revenue** | **725,762.73** | **967,947.00** | **2,430,122.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 17-51-59000-4531 | Professional & Technical Servi | 8,330.00 | 1,960.00 | 0.00 |
| 17-51-59000-6000 | Bad Debt Expense | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **8,330.00** | **1,960.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 17-51-59000-6306 | EM Properties Reimbursement | 0.00 | 0.00 | 0.00 |
| 17-51-59000-6310 | Developer Impact Fee Reimb. | 17,302.85 | 79,022.00 | 79,022.00 |
| | **Other Charges &** | **17,302.85** | **79,022.00** | **79,022.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Contributions** | | | |
| | **Interfund Transactions** | | | |
| 17-61-48100-9147 | Due To General Fund CP Fund | 0.00 | 0.00 | 2,351,100.00 |
| 17-61-48100-9159 | Due to Strm Wtr Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **2,351,100.00** |
| | **Ending Balance (Budgeted)** | | | |
| 17-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 0.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **25,632.85** | **80,982.00** | **2,430,122.00** |
| **17** | **Stormwater Impact Fee Fund** | **700,129.88** | **886,965.00** | **0.00** |
| **18** | **Transportation Impact Fee Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 18-00-34820-0000 | EMP Property Buy In | 387,153.00 | 7,722.00 | 0.00 |
| 18-00-34825-0000 | Future Facilities Trans SSA | 1,144,767.00 | 1,447,376.00 | 1,447,376.00 |
| 18-00-34840-0000 | EM BlvdSweetwater NSA | 0.00 | 0.00 | 0.00 |
| 18-00-34841-0000 | EM BlvdSweetwater SSA | 237,088.00 | 186,000.00 | 186,000.00 |
| 18-00-34842-0000 | Sweetwater Rd Eq Buy In WSA | 0.00 | 0.00 | 0.00 |
| 18-00-34844-0000 | Pony Express Ext thru SlvrLke | 26,270.00 | 0.00 | 0.00 |
| 18-00-34845-0000 | Future Facilities Trans NSA | 866,216.00 | 688,818.00 | 688,818.00 |
| 18-00-34847-0000 | Airport Rd ROW NSA | 24,842.40 | 17,952.00 | 17,952.00 |
| 18-00-34848-0000 | Airport Rd ROW SSA | 30,756.00 | 24,420.00 | 24,420.00 |
| 18-00-34849-0000 | Airport Rd ROW WSA | 132.00 | 66.00 | 0.00 |
| 18-00-34850-0000 | Future Facilities Trans WSA | 4,940.00 | 19,760.00 | 19,760.00 |
| | **Planning Building & Eng Fees** | **2,722,164.40** | **2,392,114.00** | **2,384,326.00** |
| | **Miscellaneous Revenues** | | | |
| 18-00-37010-0000 | Interest Earnings | 6,790.51 | 2,809.00 | 2,809.00 |
| | **Miscellaneous Revenues** | **6,790.51** | **2,809.00** | **2,809.00** |
| | **Interfund Transactions** | | | |
| 18-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Revenue** | **2,728,954.91** | **2,394,923.00** | **2,387,135.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 18-51-44100-4531 | Professional & Technical Servi | 0.00 | 0.00 | 0.00 |
| 18-51-44100-6000 | Bad Debt Expense | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **0.00** | **0.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 18-51-44100-6301 | SL6 Pony Exp Pkwy Reimb | 0.00 | 0.00 | 0.00 |
| 18-51-44100-6302 | SITLA Imp Fee Reimbursement | 128,762.56 | 0.00 | 0.00 |
| 18-51-44100-6306 | EM Properties Reimbursement | 0.00 | 0.00 | 0.00 |
| 18-51-44100-6310 | Developer Impact Fee Reimb. | 200,969.40 | 193,722.00 | 186,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 18-51-44100-6315 | PE Pkwy Loan Pymnt | 468,443.54 | 234,221.00 | 0.00 |
| | **Other Charges & Contributions** | **798,175.50** | **427,943.00** | **186,000.00** |
| | **Capital Outlay** | | | |
| 18-51-44100-7000 | Captal Outlay | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **0.00** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 18-61-48100-9146 | Due To Capital Project Fund | 0.00 | 0.00 | 0.00 |
| 18-61-48100-9147 | Due To General Fund CP Fund | 0.00 | 1,581,347.00 | 0.00 |
| 18-61-48100-9179 | Due To Debt Service Fund | 0.00 | 0.00 | 0.00 |
| 18-61-48200-9179 | Impact Fee Reimbursement | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **1,581,347.00** | **0.00** |
| | **Ending Balance (Budgeted)** | | | |
| 18-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 2,201,135.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **2,201,135.00** |
| | **Expense** | **798,175.50** | **2,009,290.00** | **2,387,135.00** |
| **18** | **Transportation Impact Fee Fund** | **1,930,779.41** | **385,633.00** | **0.00** |
| **47** | **Capital Projects General Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 47-00-34525-0000 | Dev Agreement - Facilities | 0.00 | 0.00 | 0.00 |
| | **Planning Building & Eng Fees** | **0.00** | **0.00** | **0.00** |
| | **Intergovernmental Revenue** | | | |
| 47-00-33110-0000 | EDI Grant | 0.00 | 0.00 | 0.00 |
| 47-00-33112-0000 | Recreational Trails Grant | 0.00 | 0.00 | 0.00 |
| 47-00-33310-0000 | County Recreation Allotment | 0.00 | 0.00 | 0.00 |
| 47-00-33320-0000 | Safe Routes To School Grant | 0.00 | 44,533.00 | 0.00 |
| 47-00-33330-0000 | MAG Funding | 0.00 | 4,024,977.00 | 0.00 |
| 47-00-33400-0000 | Misc State Grant Revenue | 18,567.20 | 0.00 | 0.00 |
| 47-00-33405-0000 | UDOT Enhancement Grant | 0.00 | 0.00 | 0.00 |
| 47-00-33442-0000 | Pony Express Pkwy Trail Grant | 0.00 | 0.00 | 0.00 |
| | **Intergovernmental Revenue** | **18,567.20** | **4,069,510.00** | **0.00** |
| | **Reimbursments** | | | |
| 47-00-34895-0000 | Reimbursement from Developers | 0.00 | 0.00 | 0.00 |
| | **Reimbursments** | **0.00** | **0.00** | **0.00** |
| | **Miscellaneous Revenues** | | | |
| 47-00-37010-0000 | Interest Earnings | 5,884.15 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **5,884.15** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 47-00-38110-0000 | Due From General Fund | 0.00 | 10,334,357.00 | 4,750,666.00 |
| 47-00-38111-0000 | Due From Water Impact Fee Fund | 0.00 | 0.00 | 0.00 |
| 47-00-38112-0000 | Due From Sewer Impact Fee Fund | 0.00 | 0.00 | 0.00 |
| 47-00-38115-0000 | Due From PrkTrls Imp Fee Fnd | 0.00 | 5,912,165.00 | 5,000,000.00 |
| 47-00-38116-0000 | Due From PubSfty Imp Fee Fnd | 0.00 | 0.00 | 0.00 |
| 47-00-38117-0000 | Due From StrmWtr Imp Fee | 0.00 | 0.00 | 2,351,100.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Fnd | | | |
| 47-00-38118-0000 | Due From Trans Imp Fee Fnd | 0.00 | 1,581,347.00 | 0.00 |
| 47-00-38146-0000 | Due From Road Cap Project | 0.00 | 0.00 | 0.00 |
| 47-00-38153-0000 | From Elect-Sale Proceeds (USP) | 0.00 | 0.00 | 0.00 |
| 47-00-38155-0000 | From Gas-Sale Proceeds (USP) | 0.00 | 0.00 | 0.00 |
| 47-00-38170-0000 | Due From SID 97-1 | 0.00 | 0.00 | 0.00 |
| 47-00-38173-0000 | Due From SID 98-3 | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **17,827,869.00** | **12,101,766.00** |
| | **Special Revenues & Resources** | | | |
| 47-00-39140-0000 | Loan Proceeds | 0.00 | 0.00 | 0.00 |
| 47-00-39705-0000 | Park Donations Restricted | 0.00 | 0.00 | 0.00 |
| 47-00-39710-0000 | Contributions From Developers | 0.00 | 33,291.00 | 0.00 |
| 47-00-39715-0000 | Contributions for Parks | 0.00 | 121,000.00 | 0.00 |
| 47-00-39730-0000 | Contributions - General | 0.00 | 0.00 | 0.00 |
| 47-00-39740-0000 | Neighborhood Match Revenue | 0.00 | 0.00 | 0.00 |
| 47-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 1,167,325.00 |
| | **Special Revenues & Resources** | **0.00** | **154,291.00** | **1,167,325.00** |
| | **Revenue** | **24,451.35** | **22,051,670.00** | **13,269,091.00** |
| | **Expense** | | | |
| | **Capital Outlay** | | | |
| 47-80-44100-7100 | USP - PE Pkwy Median Landscape | 0.00 | 0.00 | 0.00 |
| 47-80-44100-7101 | USP - Pony Exprs Pkwy Widening | 17,289.00 | 0.00 | 0.00 |
| 47-80-44100-7102 | USP - PulverizePave EM Blvd | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7100 | USP - Wride Memorial Park | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7101 | USP - Park Match Program | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7102 | USP - Nolen Park-PavilionPad | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7103 | USP - Bike Park Improvements | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7104 | USP - Park Bathrooms (Various) | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7105 | USP - Trail Additions | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7106 | USP - City Center Streetscape | 36,728.40 | 0.00 | 792,991.00 |
| 47-80-45100-7107 | USP - Parks Misc. | 0.00 | 0.00 | 200,000.00 |
| 47-80-45100-7108 | USP - Hidden Canyon Detention | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7109 | USP - Paseo Improvement | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7110 | USP - Rodeo Ground Improvement | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7111 | USP - 20th Anniversary Camp. | 0.00 | 0.00 | 0.00 |
| 47-80-45100-7113 | USP - Recreation Facilities | 0.00 | 0.00 | 0.00 |
| 47-81-41710-7001 | General Plan - Rewrite | 0.00 | 0.00 | 0.00 |
| 47-81-41950-7001 | ID Card System | 0.00 | 0.00 | 0.00 |
| 47-81-41950-7002 | Misc Facilities Projects | 253,247.04 | 0.00 | 0.00 |
| 47-81-41950-7003 | Community Dev Bldg Basement | 0.00 | 0.00 | 0.00 |
| 47-81-41950-7048 | TRUCKEQUIP STORAGE BLDG | 0.00 | 360,000.00 | 0.00 |
| 47-81-41950-7049 | ASPHALT CDB YARD | 0.00 | 600,000.00 | 1,200,000.00 |
| 47-81-41950-7050 | SENIOR CENTER PARKING LOT | 0.00 | 25,000.00 | 0.00 |
| 47-81-41970-7001 | Digital Signs | 118,122.95 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 47-81-41990-7001 | Special Events Capital Project | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7001 | Eagle Mountain Boulevard | 0.00 | 0.00 | 850,800.00 |
| 47-81-44100-7006 | Bobby Wren Blvd | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7008 | Salt Shed | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7014 | Traffic Signals | 518,624.88 | 130,000.00 | 600,000.00 |
| 47-81-44100-7015 | PE Widen at Hid Hollow | 660.00 | 0.00 | 0.00 |
| 47-81-44100-7016 | Road Paving Projects | 0.00 | 0.00 | 300,000.00 |
| 47-81-44100-7017 | Street Paving Equipment | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7018 | Rd Improv-Signal@Sunset & 73 | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7019 | Misc - Street Dept Projects | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7020 | Pony Express Widening Project | 1,071,809.22 | 5,971,000.00 | 0.00 |
| 47-81-44100-7021 | Golden Eagle Rd | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7022 | Aviator Avenue Extension | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7023 | 2018 FB Pony Express South | 1,710.25 | 0.00 | 0.00 |
| 47-81-44100-7024 | St. Andrews Dr. Reimbursment | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7025 | New Streetlights (Dev Install) | 0.00 | 0.00 | 0.00 |
| 47-81-44100-7026 | Airport Road | 44,014.50 | 1,000,000.00 | 999,000.00 |
| 47-81-44100-7027 | PE Pkwy Ranches Pkwy Turnlanes | 0.00 | 0.00 | 500,000.00 |
| 47-81-44100-7028 | Lone Tree to Old Airport Rd | 0.00 | 0.00 | 125,000.00 |
| 47-81-44100-7029 | Campus Drive High T | 0.00 | 0.00 | 1,700,000.00 |
| 47-81-44100-7046 | MIDVALLEY ROAD | 0.00 | 1,000,000.00 | 501,300.00 |
| 47-81-44100-7047 | WASATCH WING AND CLAY ROAD | 0.00 | 250,000.00 | 0.00 |
| 47-81-44100-7100 | Median Landscape | 0.00 | 0.00 | 0.00 |
| 47-81-44200-7001 | Walden Park Retention Pond | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7000 | Parks Capital Projects | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7001 | MidValley Park | 3,819,321.35 | 1,499,200.00 | 0.00 |
| 47-81-45100-7003 | Pioneer Park | 0.00 | 25,000.00 | 0.00 |
| 47-81-45100-7005 | Public Safety Capital Outlay | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7008 | Pony Express Park | 0.00 | 30,000.00 | 0.00 |
| 47-81-45100-7021 | Smith Ranch Park | 40,000.00 | 1,000,000.00 | 5,000,000.00 |
| 47-81-45100-7023 | City Center Trail | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7024 | Parks - Misc. | 38,561.26 | 3,334.00 | 0.00 |
| 47-81-45100-7027 | Cemetery | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7028 | Trees | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7029 | Hidden Canyon Park | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7031 | Eagle Park Entrance | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7032 | PlumCreek to Smith Ranch Trail | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7033 | Master Irrigation(RanchesPE) | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7034 | Skid Steer with Tracks | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7035 | Match SwtwtrHOA Play Structure | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7036 | City EntranceWayfinding Signs | 20,434.40 | 0.00 | 0.00 |
| 47-81-45100-7037 | Mountain Bike Trail Signs | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7038 | Petroglyph Signs | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7039 | Safe Routes to Blackridge Elem | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7040 | Park Bathrooms | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7041 | Bike & Pedestrian Plan Improv. | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7042 | CC MediansStreetscapes | 144,780.01 | 0.00 | 0.00 |
| 47-81-45100-7043 | Silverlake - Woodhaven Park | 931,906.76 | 0.00 | 0.00 |
| 47-81-45100-7044 | Trails - Misc. | 461.25 | 0.00 | 500,000.00 |
| 47-81-45100-7045 | Park&Recreation Grant Projects | 52,220.04 | 0.00 | 0.00 |
| 47-81-45100-7100 | Landscape Improvements | 0.00 | 0.00 | 0.00 |
| 47-81-45100-7111 | Land and Rights of Way | 0.00 | 1,250,000.00 | 0.00 |
| 47-81-45100-7112 | USP-Neighborhood Match | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Grant | | | |
| 47-81-45800-7211 | Library Capital Project | 36,822.93 | 0.00 | 0.00 |
| | **Capital Outlay** | **7,146,714.24** | **13,143,534.00** | **13,269,091.00** |
| | **Ending Balance (Budgeted)** | | | |
| 47-99-48700-9499 | Fund Balance Appropriation | 0.00 | 0.00 | 0.00 |
| | **Ending Balance (Budgeted)** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **7,146,714.24** | **13,143,534.00** | **13,269,091.00** |
| **47** | **Capital Projects General Fund** | **-7,122,262.89** | **8,908,136.00** | **0.00** |
| **51** | **Water Fund** | | | |
| | **Revenue** | | | |
| | **Reimbursments** | | | |
| 51-00-34890-0000 | Reimbursement - Miscellaneous | 410.22 | 0.00 | 0.00 |
| 51-00-34892-0000 | Reimbursements-Insurance | 0.00 | 0.00 | 0.00 |
| | **Reimbursments** | **410.22** | **0.00** | **0.00** |
| | **Utility Revenue** | | | |
| 51-00-35110-0000 | Utility Billing - Water | 5,779,358.14 | 5,829,950.00 | 6,995,940.00 |
| 51-00-35130-0000 | Hydrant Meter Revenue | 37,850.32 | 75,000.00 | 75,000.00 |
| 51-00-35160-0000 | Meter Fee - Water | 211,030.00 | 175,000.00 | 200,000.00 |
| 51-00-35170-0000 | Connection Fee - Water | 721,800.00 | 701,400.00 | 701,400.00 |
| | **Utility Revenue** | **6,750,038.46** | **6,781,350.00** | **7,972,340.00** |
| | **Fines & Forfeitures** | | | |
| 51-00-36020-0000 | LateDelinquent Fees Penalties & Charges | 45,550.74 | 40,000.00 | 40,000.00 |
| | **Fines & Forfeitures** | **45,550.74** | **40,000.00** | **40,000.00** |
| | **Miscellaneous Revenues** | | | |
| 51-00-33550-0000 | CWP Development Fee | 16,184,022.18 | 10,000,000.00 | 7,000,000.00 |
| 51-00-36030-0000 | Revenue from Collections | 121.44 | 0.00 | 0.00 |
| 51-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| 51-00-37010-0000 | Interest Earnings | 25,509.18 | 15,000.00 | 25,000.00 |
| 51-00-37020-0000 | Sale of Assets | 0.00 | 0.00 | 0.00 |
| 51-00-37090-0000 | Other Miscellaneous | 1,569.30 | 700,000.00 | 0.00 |
| | **Miscellaneous Revenues** | **16,211,222.10** | **10,715,000.00** | **7,025,000.00** |
| | **Interfund Transactions** | | | |
| 51-00-38111-0000 | Due From Wtr Imp Fee Fund | 4,605,503.73 | 3,395,069.00 | 7,986,023.00 |
| 51-00-38112-0000 | Due From Sewer Fund | 0.00 | 0.00 | 0.00 |
| 51-00-38148-0000 | Due From Water Cap Fac Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **4,605,503.73** | **3,395,069.00** | **7,986,023.00** |
| | **Special Revenues & Resources** | | | |
| 51-00-39710-0000 | Contributions - From Developer | 7,219,900.74 | 0.00 | 0.00 |
| 51-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 760,062.00 |
| | **Special Revenues & Resources** | **7,219,900.74** | **0.00** | **760,062.00** |
| | **Revenue** | **34,832,625.99** | **20,931,419.00** | **23,783,425.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 51-45-51000-1111 | Salaries - Full-Time Permanent | 367,065.00 | 408,114.00 | 593,097.00 |
| 51-45-51000-1112 | Salaries - Part-Time Permanent | 16,798.50 | 31,980.00 | 24,183.00 |
| 51-45-51000-1124 | Family Leave | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 51-45-51000-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 51-45-51000-1211 | Overtime | 14,308.51 | 20,000.00 | 20,000.00 |
| 51-45-51000-1242 | Car Allowance | 0.00 | 0.00 | 0.00 |
| 51-45-51000-1300 | Employee Benefits (401k & 457) | 23,439.95 | 25,308.00 | 36,772.00 |
| 51-45-51000-1321 | Clothing Allowance | 4,200.00 | 4,000.00 | 8,000.00 |
| 51-45-51000-1511 | FICA | 1,018.93 | 1,983.00 | 1,499.00 |
| 51-45-51000-1512 | Medicare | 5,361.40 | 6,387.00 | 8,950.00 |
| 51-45-51000-1521 | Retirement | 41,484.53 | 70,512.00 | 81,184.00 |
| 51-45-51000-1531 | State Insurance Fund | 2,828.58 | 3,000.00 | 3,000.00 |
| 51-45-51000-1541 | Health Insurance | 85,670.19 | 137,239.00 | 183,162.00 |
| 51-45-51000-1545 | Dental Insurance | 7,906.82 | 11,804.00 | 14,695.00 |
| 51-45-51000-1548 | Vision Insurance | 1,170.95 | 1,988.00 | 2,562.00 |
| 51-45-51000-1561 | Long Term Disability | 1,724.63 | 3,538.00 | 3,149.00 |
| | **Personnel Services** | **572,977.99** | **725,853.00** | **980,253.00** |
| | **Materials, Supplies & Services** | | | |
| 51-45-51000-2121 | Dues & Memberships | 1,653.03 | 2,750.00 | 3,250.00 |
| 51-45-51000-2211 | Public Notices | 433.38 | 0.00 | 0.00 |
| 51-45-51000-2321 | Travel & Training | 4,650.12 | 7,000.00 | 9,000.00 |
| 51-45-51000-2369 | Meetings | 92.52 | 300.00 | 300.00 |
| 51-45-51000-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 51-45-51000-2431 | Uniforms and Clothing | 0.00 | 0.00 | 0.00 |
| 51-45-51000-2513 | Equipment SuppliesMaintenance | 194,265.42 | 200,000.00 | 250,000.00 |
| 51-45-51000-2515 | Scada Maintenance & Upgrades | 15,974.32 | 28,000.00 | 28,000.00 |
| 51-45-51000-2610 | Building & Grounds Maintenance | 0.00 | 3,500.00 | 10,000.00 |
| 51-45-51000-4121 | Attorney Fees | 19,631.77 | 25,000.00 | 25,000.00 |
| 51-45-51000-4140 | Banking Fees | 37,258.40 | 34,000.00 | 40,000.00 |
| 51-45-51000-4211 | Computer Network & Data Proces | 0.00 | 0.00 | 0.00 |
| 51-45-51000-4320 | Engineering Services | 258,437.65 | 25,000.00 | 50,000.00 |
| 51-45-51000-4391 | Blue Staking | 9,386.65 | 10,000.00 | 10,000.00 |
| 51-45-51000-4392 | Valve Maintenance | 1,010.38 | 30,000.00 | 30,000.00 |
| 51-45-51000-4393 | Lab Work | 14,654.00 | 20,000.00 | 25,000.00 |
| 51-45-51000-4394 | Collar Maintenance | 12,000.00 | 20,000.00 | 20,000.00 |
| 51-45-51000-4531 | Professional & Technical Servi | 9,074.43 | 25,000.00 | 20,000.00 |
| 51-45-51000-4561 | GIS | 0.00 | 0.00 | 0.00 |
| 51-45-51000-4811 | Equipment RentalLease (Non-Pu | 5,625.00 | 7,750.00 | 7,750.00 |
| 51-45-51000-5311 | Meters - Water - New | 351,000.17 | 400,000.00 | 500,000.00 |
| 51-45-51000-5312 | Meters - Water - Replacement | 90,403.01 | 225,000.00 | 300,000.00 |
| 51-45-51000-5317 | Service Call - Water | 0.00 | 0.00 | 0.00 |
| 51-45-51000-5721 | Chemicals & Fertilizers | 16,408.88 | 20,000.00 | 20,000.00 |
| 51-45-51000-5760 | Other Special Departmental Sup | 0.00 | 0.00 | 0.00 |
| 51-45-51000-5999 | Depreciation | 2,206,586.83 | 2,100,000.00 | 2,300,000.00 |
| 51-45-51000-6000 | Bad Debt Expense | 37,808.22 | 0.00 | 0.00 |
| 51-45-51000-6211 | Insurance & Surety Bonds | 64,402.59 | 50,000.00 | 70,000.00 |
| | **Materials, Supplies & Services** | **3,350,756.77** | **3,233,300.00** | **3,718,300.00** |
| | **Energy and Utilities** | | | |
| 51-45-51000-3111 | Utilities (Gas Electric Water | 559,002.02 | 700,000.00 | 840,000.00 |
| | **Energy and Utilities** | **559,002.02** | **700,000.00** | **840,000.00** |
| | **Services (Contracted)** | | | |
| 51-45-51000-4271 | Sensus Support | 0.00 | 36,450.00 | 36,450.00 |
| 51-45-51000-4522 | CUWCD - Contracted Water | 0.00 | 1,500,000.00 | 1,700,000.00 |
| 51-45-51000-4541 | Utility Bill Printing & Mailin | 0.00 | 0.00 | 0.00 |
| 51-45-51000-4550 | Cap FacilImpactEcon Study | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 51-45-51000-7010 | Water Sys. Improvements Design | 0.00 | 0.00 | 0.00 |
| | **Services (Contracted)** | **0.00** | **1,536,450.00** | **1,736,450.00** |
| | **Other Charges & Contributions** | | | |
| 51-45-51000-7691 | Water Rights | 0.00 | 0.00 | 0.00 |
| | **Other Charges & Contributions** | **0.00** | **0.00** | **0.00** |
| | **Capital Outlay** | | | |
| 51-45-51000-7000 | CAPITAL OUTLAY | 0.00 | 2,750,000.00 | 7,350,000.00 |
| 51-45-51000-7211 | Buildings & Bld. Improvements | 0.00 | 0.00 | 250,000.00 |
| 51-45-51000-7313 | CWP Improvements | 0.00 | 0.00 | 0.00 |
| 51-45-51000-7319 | Capital Imp. Proj. (Undistribu | 0.00 | 0.00 | 0.00 |
| 51-45-51000-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| 51-45-51000-7411 | Office Equipment | 0.00 | 0.00 | 0.00 |
| 51-45-51000-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| 51-80-51100-7100 | USP-Wtr Preparedness Measures | 0.00 | 0.00 | 0.00 |
| 51-80-51100-7101 | USP-Emgncy Well Pump Generator | 0.00 | 0.00 | 0.00 |
| 51-81-51100-6600 | Reimburse Bond Proceed S13 W&S | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7010 | Water Sys Improvements Design | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7314 | CWP Development Fees | 22,993,188.61 | 10,000,000.00 | 7,000,000.00 |
| 51-81-51100-7315 | CedarValleyWater Co Settlement | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7316 | 2.5 MG VV Tank & Water Line | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7317 | Unity Pass Parallel Water Line | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7318 | PE Pkwy Waterline Extension | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7319 | Silverlake PRV | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7320 | 2018 FB City Center Well | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7321 | 2018 FB 3.5 MG Tank | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7322 | 2018 FB Redundant Water Line | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7323 | 2018 FB Sec. Wtr. Dist. & Pump | 0.00 | 500,000.00 | 0.00 |
| 51-81-51100-7324 | Aviator Ave Water Lines | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7325 | FB Pumps to CWP Booster | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7326 | SR 73 Water Lines | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7327 | Pole Canyon Water Project | 0.00 | 6,806.40 | 0.00 |
| 51-81-51100-7328 | Fixed Base Meter Reading Syst | 0.00 | 0.00 | 0.00 |
| 51-81-51100-7329 | FB ReimbursWaterline & Road | 0.00 | 200,000.00 | 0.00 |
| 51-81-51100-7330 | WaterSewer Building | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **22,993,188.61** | **13,456,806.40** | **14,600,000.00** |
| | **Debt Service** | | | |
| 51-71-47100-8111 | Principal | 0.00 | 401,100.00 | 423,600.00 |
| 51-71-47100-8112 | Principal - S13 W&S | 0.00 | 0.00 | 0.00 |
| 51-71-47100-8121 | Interest | 114,666.30 | 196,456.00 | 212,423.00 |
| 51-71-47100-8122 | Interest - S13 W&S | 80,872.25 | 0.00 | 0.00 |
| 51-71-47100-8131 | Bond Refunding Cost | 28,821.63 | 0.00 | 0.00 |
| 51-71-47100-8132 | Bond Issuance Costs | 0.00 | 0.00 | 0.00 |
| 51-71-47100-8151 | Paying Agent Fee | 4,222.00 | 5,000.00 | 5,500.00 |
| 51-71-47100-8161 | White Hills Loan Reimbursement | 0.00 | 0.00 | 0.00 |
| | **Debt Service** | **228,582.18** | **602,556.00** | **641,523.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Interfund Transactions** | | | |
| 51-45-51000-9111 | Due To Water Impact Fee Fund | 0.00 | 0.00 | 0.00 |
| 51-45-51000-9152 | Due To Sewer Fund | 0.00 | 0.00 | 0.00 |
| 51-61-48000-9110 | Due To General Fund | 535,272.00 | 577,302.00 | 715,705.00 |
| 51-61-48000-9154 | Due To Fleet Fund | 202,040.04 | 199,347.00 | 326,040.00 |
| 51-61-48000-9158 | Due To Golf Course Fund | 0.00 | 0.00 | 0.00 |
| 51-61-48000-9163 | Due to UB Internal Service Fnd | 105,366.96 | 93,761.00 | 99,510.00 |
| 51-61-48000-9164 | Due to GIS Internal Service Fd | 53,283.00 | 111,899.00 | 125,644.00 |
| | **Interfund Transactions** | **895,962.00** | **982,309.00** | **1,266,899.00** |
| | **Expense** | **28,600,469.57** | **21,237,274.40** | **23,783,425.00** |
| **51** | **Water Fund** | **6,232,156.42** | **-305,855.40** | **0.00** |
| **52** | **Sewer Fund** | | | |
| | **Revenue** | | | |
| | **Planning Building & Eng Fees** | | | |
| 52-00-32315-0000 | Bldg Permits - Excavation | 0.00 | 0.00 | 0.00 |
| | **Planning Building & Eng Fees** | **0.00** | **0.00** | **0.00** |
| | **Intergovernmental Revenue** | | | |
| 52-00-33105-0000 | STAGG Grant | 0.00 | 0.00 | 0.00 |
| 52-00-33435-0000 | DEQ Grant Income | 0.00 | 0.00 | 0.00 |
| 52-00-33450-0000 | Sewer Grant | 0.00 | 0.00 | 0.00 |
| | **Intergovernmental Revenue** | **0.00** | **0.00** | **0.00** |
| | **Reimbursments** | | | |
| 52-00-34518-0000 | Dev - Sewer Pole Canyon | 0.00 | 61,664.00 | 0.00 |
| 52-00-34890-0000 | Reimbursement - Miscellaneous | 20,524.68 | 0.00 | 0.00 |
| | **Reimbursments** | **20,524.68** | **61,664.00** | **0.00** |
| | **Utility Revenue** | | | |
| 52-00-35200-0000 | Utility Billing - Sewer | 5,919,800.90 | 6,000,000.00 | 6,485,770.00 |
| 52-00-35220-0000 | Damage to Services-Sewer | 0.00 | 0.00 | 0.00 |
| 52-00-35270-0000 | Connection Fee - Sewer | 157,300.00 | 180,400.00 | 180,400.00 |
| 52-00-35999-0000 | YEC Audit Adj & Accruals | -426,345.72 | 0.00 | 0.00 |
| | **Utility Revenue** | **5,650,755.18** | **6,180,400.00** | **6,666,170.00** |
| | **Fines & Forfeitures** | | | |
| 52-00-36020-0000 | LateDelinquent Fees Penalties & Charges | 52,383.35 | 0.00 | 0.00 |
| | **Fines & Forfeitures** | **52,383.35** | **0.00** | **0.00** |
| | **Miscellaneous Revenues** | | | |
| 52-00-36030-0000 | Revenue from Collections | 0.00 | 0.00 | 0.00 |
| 52-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| 52-00-37010-0000 | Interest Earnings | 24,041.38 | 13,000.00 | 25,000.00 |
| 52-00-37011-0000 | Interest Earnings - Special Ac | 0.00 | 0.00 | 0.00 |
| 52-00-37020-0000 | Sale of Assets | 0.00 | 0.00 | 0.00 |
| 52-00-37090-0000 | Other Miscellaneous | 0.00 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **24,041.38** | **13,000.00** | **25,000.00** |
| | **Interfund Transactions** | | | |
| 52-00-35148-0000 | Due From Water Cap Fac Fund | 0.00 | 0.00 | 0.00 |
| 52-00-38110-0000 | Due From General Fund | 0.00 | 4,543,599.00 | 0.00 |
| 52-00-38112-0000 | Due From WW Impact Fee Fund | 7,001,629.83 | 1,907,980.00 | 4,798,712.00 |
| 52-00-38148-0000 | Due From Water Cap Proj | 0.00 | 0.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Fund | | | |
| 52-00-38151-0000 | Due From Water Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **7,001,629.83** | **6,451,579.00** | **4,798,712.00** |
| | **Special Revenues & Resources** | | | |
| 52-00-39111-0000 | Bond Proceeds | 0.00 | 0.00 | 0.00 |
| 52-00-39710-0000 | Contributions - From Developer | 2,735,915.78 | 0.00 | 0.00 |
| 52-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 650,467.00 |
| | **Special Revenues & Resources** | **2,735,915.78** | **0.00** | **650,467.00** |
| | **Beginning Balance** | | | |
| 52-00-39999-0000 | Beginning Balance - Bond Proceeds | 0.00 | 0.00 | 0.00 |
| | **Beginning Balance** | **0.00** | **0.00** | **0.00** |
| | **Revenue** | **15,485,250.20** | **12,706,643.00** | **12,140,349.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 52-45-52000-1111 | Salaries - Full-Time Permanent | 290,888.74 | 395,768.00 | 397,043.00 |
| 52-45-52000-1112 | Salaries - Part-Time Permanent | 5,105.00 | 0.00 | 0.00 |
| 52-45-52000-1124 | Family Leave | 0.00 | 0.00 | 0.00 |
| 52-45-52000-1129 | Other Leave | 0.00 | 0.00 | 0.00 |
| 52-45-52000-1211 | Overtime | 20,665.90 | 70,000.00 | 6,000.00 |
| 52-45-52000-1242 | Car Allowance | 0.00 | 0.00 | 0.00 |
| 52-45-52000-1300 | Employee Benefits (401k & 457) | 13,896.31 | 24,542.00 | 24,616.00 |
| 52-45-52000-1321 | Clothing Allowance | 1,600.00 | 3,050.00 | 3,750.00 |
| 52-45-52000-1511 | FICA | 640.88 | 0.00 | 0.00 |
| 52-45-52000-1512 | Medicare | 4,158.97 | 5,742.00 | 5,757.00 |
| 52-45-52000-1521 | Retirement | 4,577.63 | 69,444.00 | 49,368.00 |
| 52-45-52000-1531 | State Insurance Fund | 1,736.96 | 3,000.00 | 3,000.00 |
| 52-45-52000-1541 | Health Insurance | 86,051.45 | 136,445.00 | 136,155.00 |
| 52-45-52000-1545 | Dental Insurance | 6,744.94 | 10,425.00 | 10,406.00 |
| 52-45-52000-1548 | Vision Insurance | 1,197.53 | 1,914.00 | 1,819.00 |
| 52-45-52000-1561 | Long Term Disability | 1,323.87 | 3,145.00 | 2,460.00 |
| | **Personnel Services** | **438,588.18** | **723,475.00** | **640,374.00** |
| | **Materials, Supplies & Services** | | | |
| 52-45-52000-2121 | Dues & Memberships | 2,350.02 | 1,260.00 | 1,260.00 |
| 52-45-52000-2211 | Public Notices | 0.00 | 0.00 | 0.00 |
| 52-45-52000-2321 | Travel & Training | 864.00 | 11,700.00 | 10,500.00 |
| 52-45-52000-2369 | Meetings | 0.00 | 300.00 | 300.00 |
| 52-45-52000-2411 | Office Expense & Supplies | 0.00 | 0.00 | 0.00 |
| 52-45-52000-2431 | Uniforms and Clothing | 0.00 | 0.00 | 0.00 |
| 52-45-52000-2513 | Equipment SuppliesMaintenance | 300,848.85 | 360,000.00 | 242,000.00 |
| 52-45-52000-2515 | Scada Maintenance & Upgrades | 5,033.02 | 20,000.00 | 30,000.00 |
| 52-45-52000-2516 | Pre-Treatment Program | 0.00 | 10,000.00 | 10,000.00 |
| 52-45-52000-2517 | Bio Solids Disposal | 23,936.86 | 30,000.00 | 48,000.00 |
| 52-45-52000-2610 | Building & Grounds Maintenance | 0.00 | 5,000.00 | 14,000.00 |
| 52-45-52000-4121 | Attorney Fees | 792.00 | 10,000.00 | 15,000.00 |
| 52-45-52000-4140 | Banking Fees | 37,164.24 | 34,000.00 | 34,000.00 |
| 52-45-52000-4211 | Computer Network & Data Proces | 0.00 | 0.00 | 0.00 |
| 52-45-52000-4320 | Engineering Services | 17,661.00 | 60,000.00 | 25,000.00 |
| 52-45-52000-4391 | Blue Staking | 11,020.37 | 10,000.00 | 10,000.00 |
| 52-45-52000-4393 | Lab Work | 33,914.20 | 45,000.00 | 65,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 52-45-52000-4394 | Collar Maintenance | 17,785.00 | 20,000.00 | 20,000.00 |
| 52-45-52000-4531 | Professional & Technical Servi | 68,229.00 | 80,000.00 | 236,000.00 |
| 52-45-52000-4561 | GIS | 0.00 | 0.00 | 0.00 |
| 52-45-52000-4581 | TSSD Services | 1,337,059.84 | 1,250,000.00 | 1,250,000.00 |
| 52-45-52000-4811 | Equipment RentalLease (Non-Pu | 50,690.66 | 7,750.00 | 53,950.00 |
| 52-45-52000-5001 | Misc - Expenses | 0.00 | 0.00 | 0.00 |
| 52-45-52000-5720 | Pre-Treatment (Wastewater) | 0.00 | 0.00 | 0.00 |
| 52-45-52000-5721 | Chemicals & Fertilizers | 0.00 | 0.00 | 112,000.00 |
| 52-45-52000-5999 | Depreciation | 1,586,941.42 | 1,600,000.00 | 1,600,000.00 |
| 52-45-52000-6000 | Bad Debt Expense | 27,781.33 | 0.00 | 0.00 |
| 52-45-52000-6211 | Insurance & Surety Bonds | 64,402.59 | 58,000.00 | 58,000.00 |
| | **Materials, Supplies & Services** | **3,586,474.40** | **3,613,010.00** | **3,835,010.00** |
| | **Energy and Utilities** | | | |
| 52-45-52000-3111 | Utilities (Gas Electric Water | 270,766.71 | 280,000.00 | 324,000.00 |
| | **Energy and Utilities** | **270,766.71** | **280,000.00** | **324,000.00** |
| | **Services (Contracted)** | | | |
| 52-45-52000-4541 | Utility Bill Printing & Mailin | 0.00 | 0.00 | 0.00 |
| 52-45-52000-4550 | Cap FacilImpactEcon Study | 0.00 | 0.00 | 0.00 |
| | **Services (Contracted)** | **0.00** | **0.00** | **0.00** |
| | **Capital Outlay** | | | |
| 52-45-52000-7000 | CAPITAL OUTLAY | 0.00 | 70,000.00 | 0.00 |
| 52-45-52000-7001 | White Hills Sewer | 0.00 | 0.00 | 0.00 |
| 52-45-52000-7211 | Buildings & Bld. Improvements | 0.00 | 0.00 | 150,000.00 |
| 52-45-52000-7311 | Improvements Other Than Buildings | 0.00 | 0.00 | 65,000.00 |
| 52-45-52000-7410 | Equipment | 0.00 | 0.00 | 80,000.00 |
| 52-45-52000-7411 | Office Equipment | 0.00 | 0.00 | 0.00 |
| 52-45-52000-7412 | Computer equipment(Doc image) | 0.00 | 0.00 | 0.00 |
| 52-45-52000-7421 | Vehicle | 0.00 | 0.00 | 0.00 |
| 52-81-52100-6600 | Reimburse Bond Proceeds (DEQ) | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7301 | 2018 FB Lift Stn & Force Main | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7302 | 2018 FB Reuse Storage Ponds | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7303 | Pole Canyon Line Extension | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7304 | FB Sanitary Sewer & Force Main | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7305 | FB Winter Storage Ponds | 0.00 | 0.00 | 0.00 |
| 52-81-52100-7306 | Waste Water Treatment Facility | -122.00 | 6,650,000.00 | 108,500.00 |
| 52-81-52100-7307 | Headworks Project | 0.00 | 0.00 | 3,000,000.00 |
| 52-81-52100-7308 | Effluent Disposal Project | 0.00 | 0.00 | 1,700,000.00 |
| 52-81-52100-7330 | WaterSewer Building | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **-122.00** | **6,720,000.00** | **5,103,500.00** |
| | **Debt Service** | | | |
| 52-45-52000-8211 | Lease Purchase Debt Service | 0.00 | 0.00 | 0.00 |
| 52-71-47100-8111 | Principal | 0.00 | 781,900.00 | 846,400.00 |
| 52-71-47100-8112 | DEQ Loan Principal | 0.00 | 0.00 | 0.00 |
| 52-71-47100-8121 | Interest | 277,424.50 | 313,029.00 | 290,412.00 |
| 52-71-47100-8122 | Interest DEQ | 0.00 | 0.00 | 0.00 |
| 52-71-47100-8131 | Bond Refunding Cost | 38,205.41 | 0.00 | 0.00 |
| 52-71-47100-8132 | Bond Issuance Costs | 0.00 | 0.00 | 0.00 |
| 52-71-47100-8151 | Paying Agent Fee | 5,228.00 | 5,000.00 | 5,000.00 |
| 52-71-47100-8152 | DEQ Bond Expense | 0.00 | 0.00 | 0.00 |
| | **Debt Service** | **320,857.91** | **1,099,929.00** | **1,141,812.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Interfund Transactions** | | | |
| 52-45-52000-9158 | Due To Sewer Cap Proj Fund | 0.00 | 0.00 | 0.00 |
| 52-61-48000-9110 | Due To General Fund | 521,366.04 | 567,172.00 | 703,151.00 |
| 52-61-48000-9154 | Due To Fleet Fund | 227,348.04 | 335,247.00 | 167,348.00 |
| 52-61-48000-9158 | Due To Golf Course Fund | 0.00 | 0.00 | 0.00 |
| 52-61-48000-9163 | Due to UB Internal Service Fnd | 105,366.96 | 93,761.00 | 99,510.00 |
| 52-61-48000-9164 | Due to GIS Internal Service Fd | 53,283.00 | 111,899.00 | 125,644.00 |
| 52-61-52000-9151 | Due To Water Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **907,364.04** | **1,108,079.00** | **1,095,653.00** |
| | **Expense** | **5,523,929.24** | **13,544,493.00** | **12,140,349.00** |
| **52** | **Sewer Fund** | **9,961,320.96** | **-837,850.00** | **0.00** |
| **54** | **Fleet Fund** | | | |
| | **Revenue** | | | |
| | **Miscellaneous Revenues** | | | |
| 54-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| 54-00-37010-0000 | Interest Earnings | 1,240.10 | 0.00 | 0.00 |
| 54-00-37020-0000 | Sale of Vehicles | 192,766.00 | 0.00 | 0.00 |
| 54-00-37142-0000 | Insurance Reimbursements | 117,763.38 | 47,649.00 | 0.00 |
| | **Miscellaneous Revenues** | **311,769.48** | **47,649.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 54-00-38110-0000 | Due From General Fund | 733,540.95 | 658,843.00 | 906,541.00 |
| 54-00-38151-0000 | Due From Water Fund | 202,040.04 | 199,347.00 | 326,040.00 |
| 54-00-38152-0000 | Due From Sewer Fund | 227,348.04 | 335,247.00 | 167,348.00 |
| 54-00-38159-0000 | Due From Storm Drain Fund | 84,171.00 | 91,536.00 | 84,171.00 |
| | **Interfund Transactions** | **1,247,100.03** | **1,284,973.00** | **1,484,100.00** |
| | **Special Revenues & Resources** | | | |
| 54-00-39730-0000 | General Contributions | 0.00 | 0.00 | 0.00 |
| 54-00-39920-0000 | Use of Fund Reserves | 0.00 | 0.00 | 301,227.00 |
| | **Special Revenues & Resources** | **0.00** | **0.00** | **301,227.00** |
| | **Revenue** | **1,558,869.51** | **1,332,622.00** | **1,785,327.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 54-45-54000-1111 | Salaries - Full Time Permanent | 40,504.61 | 70,684.00 | 103,947.00 |
| 54-45-54000-1211 | Overtime | 0.00 | 0.00 | 0.00 |
| 54-45-54000-1300 | Employee Benefits (401k & 457) | 2,379.17 | 4,383.00 | 6,445.00 |
| 54-45-54000-1321 | Clothing Allowance | 0.00 | 150.00 | 350.00 |
| 54-45-54000-1512 | Medicare | 696.74 | 1,026.00 | 1,505.00 |
| 54-45-54000-1521 | Retirement | 16,492.60 | 12,513.00 | 14,190.00 |
| 54-45-54000-1541 | Health Insurance | 11,681.79 | 22,038.00 | 32,120.00 |
| 54-45-54000-1545 | Dental Insurance | 936.55 | 1,724.00 | 2,534.00 |
| 54-45-54000-1548 | Vision Insurance | 166.10 | 314.00 | 438.00 |
| 54-45-54000-1561 | Long Term Disability | 238.60 | 492.00 | 535.00 |
| | **Personnel Services** | **73,096.16** | **113,324.00** | **162,064.00** |
| | **Materials, Supplies & Services** | | | |
| 54-45-54000-2513 | Equipment SuppliesMaintenance | 0.00 | 0.00 | 5,000.00 |
| 54-45-54000-2521 | Fleet Vehicle Fuel | 114,381.15 | 180,000.00 | 200,000.00 |
| 54-45-54000-2522 | Vehicle Maintenance | 213,127.62 | 85,000.00 | 125,000.00 |
| 54-45-54000-4531 | Professional & Technical Servi | 16,702.08 | 12,000.00 | 17,000.00 |
| 54-45-54000-5999 | Depreciation | 460,773.04 | 400,000.00 | 400,000.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Materials, Supplies & Services** | **804,983.89** | **677,000.00** | **747,000.00** |
| | **Capital Outlay** | | | |
| 54-45-54000-7000 | Capital Outlay | 9,628.64 | 0.00 | 0.00 |
| 54-45-54000-7421 | Vehicle Purchase | 28,749.18 | 747,358.00 | 816,000.00 |
| | **Capital Outlay** | **38,377.82** | **747,358.00** | **816,000.00** |
| | **Debt Service** | | | |
| 54-45-54000-8121 | Interest Expense | 5,703.87 | 0.00 | 0.00 |
| 54-45-54000-8211 | Lease Purchase | 0.00 | 0.00 | 60,263.00 |
| | **Debt Service** | **5,703.87** | **0.00** | **60,263.00** |
| | **Expense** | **922,161.74** | **1,537,682.00** | **1,785,327.00** |
| **54** | **Fleet Fund** | **636,707.77** | **-205,060.00** | **0.00** |
| **57** | **Solid Waste Fund** | | | |
| | **Revenue** | | | |
| | **Utility Revenue** | | | |
| 57-00-35700-0000 | Utility Billing - Garbage | 1,941,014.23 | 2,173,000.00 | 2,238,000.00 |
| 57-00-35701-0000 | Green Waste Universe | 0.00 | 0.00 | 25,000.00 |
| 57-00-35705-0000 | Garbage Fuel Surcharge | 1.59 | 0.00 | 0.00 |
| 57-00-35999-0000 | YEC Audit Adj & Accruals | 0.00 | 0.00 | 0.00 |
| | **Utility Revenue** | **1,941,015.82** | **2,173,000.00** | **2,263,000.00** |
| | **Fines & Forfeitures** | | | |
| 57-00-36020-0000 | LateDelinquent Fees Penalties | 18,220.30 | 0.00 | 0.00 |
| | **Fines & Forfeitures** | **18,220.30** | **0.00** | **0.00** |
| | **Miscellaneous Revenues** | | | |
| 57-00-36030-0000 | Revenue from Collections | 0.00 | 0.00 | 0.00 |
| 57-00-37010-0000 | Interest Earnings | 1,027.84 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **1,027.84** | **0.00** | **0.00** |
| | **Revenue** | **1,960,263.96** | **2,173,000.00** | **2,263,000.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 57-45-57000-1111 | Salaries - Full-Time Permanent | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1112 | Salaries - Part-Time Permanent | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1211 | Overtime | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1300 | Employee Benefits (401K & 457) | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1511 | FICA | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1512 | Medicare | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1521 | Retirement | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1541 | Health Insurance | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1545 | Dental Insurance | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1548 | Vision Insurance | 0.00 | 0.00 | 0.00 |
| 57-45-57000-1561 | Long Term Disability | 0.00 | 0.00 | 0.00 |
| | **Personnel Services** | **0.00** | **0.00** | **0.00** |
| | **Materials, Supplies & Services** | | | |
| 57-45-57000-4140 | Banking Fees | 6,092.51 | 6,000.00 | 6,500.00 |
| 57-45-57000-4585 | Code Enforcement Cleanup | 1,032.17 | 50,000.00 | 50,000.00 |
| 57-45-57000-4586 | City Clean Up Projects | 22,329.70 | 50,000.00 | 50,000.00 |
| 57-45-57000-5999 | Depreciation | 6,816.48 | 0.00 | 0.00 |
| 57-45-57000-6000 | Bad Debt Expense | 10,756.67 | 0.00 | 0.00 |
| 57-45-57000-6810 | Dump Passes | 20,839.00 | 21,000.00 | 35,000.00 |
| | **Materials, Supplies &** | **67,866.53** | **127,000.00** | **141,500.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Services** | | | |
| | **Services (Contracted)** | | | |
| 57-45-57000-5638 | Glass Recycling Program | 0.00 | 7,500.00 | 7,500.00 |
| 57-45-57000-5639 | Green Waste Program | 0.00 | 0.00 | 50,000.00 |
| 57-45-57000-5640 | Solid Waste Contract | 1,345,024.16 | 1,655,000.00 | 1,815,400.00 |
| | **Services (Contracted)** | **1,345,024.16** | **1,662,500.00** | **1,872,900.00** |
| | **Capital Outlay** | | | |
| 57-45-57000-7000 | Capital Outlay | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **0.00** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 57-61-48000-9110 | Due To General Fund (Admn Chrg | 72,842.04 | 104,387.00 | 110,530.00 |
| 57-61-48000-9159 | Due to Storm Drain Fund | 0.00 | 0.00 | 0.00 |
| 57-61-48000-9163 | Due to UB Internal Service Fnd | 54,710.04 | 48,683.00 | 51,669.00 |
| | **Interfund Transactions** | **127,552.08** | **153,070.00** | **162,199.00** |
| | **Expense** | **1,540,442.77** | **1,942,570.00** | **2,176,599.00** |
| **57** | **Solid Waste Fund** | **419,821.19** | **230,430.00** | **86,401.00** |
| **59** | **Storm Drain Fund** | | | |
| | **Revenue** | | | |
| | **Utility Revenue** | | | |
| 59-00-35900-0000 | Utility Billing - Storm Drain | 707,177.28 | 775,733.00 | 1,240,000.00 |
| 59-00-35920-0000 | Damage to Services-Storm Drain | 0.00 | 0.00 | 0.00 |
| 59-00-35999-0000 | YEC Audit Adj & Accruals | 0.00 | 0.00 | 0.00 |
| | **Utility Revenue** | **707,177.28** | **775,733.00** | **1,240,000.00** |
| | **Fines & Forfeitures** | | | |
| 59-00-36020-0000 | LateDelinquent Fees Penalties | 6,832.61 | 0.00 | 6,000.00 |
| | **Fines & Forfeitures** | **6,832.61** | **0.00** | **6,000.00** |
| | **Miscellaneous Revenues** | | | |
| 59-00-36030-0000 | Revenue from Collections | 0.00 | 0.00 | 0.00 |
| 59-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| 59-00-37010-0000 | Interest Earnings | 164.18 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **164.18** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 59-00-38117-0000 | Due From Srm Wtr Imp Fee Fnd | 0.00 | 0.00 | 0.00 |
| 59-00-38157-0000 | Due From Solid Waste Fund | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 59-00-39700-0000 | Contribution Private Sources | 0.00 | 0.00 | 0.00 |
| 59-00-39710-0000 | Contributions from Developers | 1,915,608.95 | 0.00 | 0.00 |
| 59-00-39730-0000 | Contributions - General | 0.00 | 0.00 | 0.00 |
| | **Special Revenues & Resources** | **1,915,608.95** | **0.00** | **0.00** |
| | **Revenue** | **2,629,783.02** | **775,733.00** | **1,246,000.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 59-45-59000-1111 | Salaries - Full-Time Permanent | 190,804.02 | 187,299.00 | 177,307.00 |
| 59-45-59000-1112 | Salaries - Part-Time | 0.00 | 12,480.00 | 0.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Permanent | | | |
| 59-45-59000-1115 | Unemployment | 0.00 | 0.00 | 0.00 |
| 59-45-59000-1211 | Overtime | 7,728.85 | 5,000.00 | 5,000.00 |
| 59-45-59000-1300 | Employee Benefits (401K & 457) | 12,841.78 | 11,616.00 | 10,993.00 |
| 59-45-59000-1321 | Clothing Allowance | 1,200.00 | 1,300.00 | 1,350.00 |
| 59-45-59000-1511 | FICA | 0.00 | 774.00 | 0.00 |
| 59-45-59000-1512 | Medicare | 2,694.57 | 2,899.00 | 2,570.00 |
| 59-45-59000-1521 | Retirement | 39,562.20 | 32,744.00 | 29,229.00 |
| 59-45-59000-1531 | State Insurance Fund | 943.14 | 1,000.00 | 1,000.00 |
| 59-45-59000-1541 | Health Insurance | 51,334.57 | 48,163.00 | 56,335.00 |
| 59-45-59000-1545 | Dental Insurance | 3,893.03 | 3,309.00 | 4,182.00 |
| 59-45-59000-1548 | Vision Insurance | 692.44 | 635.00 | 739.00 |
| 59-45-59000-1561 | Long Term Disability | 784.40 | 1,683.00 | 1,123.00 |
| | **Personnel Services** | **312,479.00** | **308,902.00** | **289,828.00** |
| | **Materials, Supplies & Services** | | | |
| 59-45-59000-2121 | Dues & Memberships | 6,034.00 | 6,000.00 | 6,150.00 |
| 59-45-59000-2321 | Travel & Training | 655.00 | 2,375.00 | 5,225.00 |
| 59-45-59000-2369 | Meetings | 48.26 | 50.00 | 50.00 |
| 59-45-59000-2431 | Uniforms & Clothing | 0.00 | 0.00 | 0.00 |
| 59-45-59000-2513 | Equipment SuppliesMaintenance | 15,714.27 | 22,500.00 | 22,500.00 |
| 59-45-59000-2514 | Stormdrain Maintenance | 13,821.06 | 30,000.00 | 30,000.00 |
| 59-45-59000-2520 | Public Education & Outreach | 0.00 | 2,500.00 | 2,500.00 |
| 59-45-59000-2610 | Building & Grounds Maintenance | 0.00 | 0.00 | 0.00 |
| 59-45-59000-4121 | Attorney Fees | 0.00 | 1,000.00 | 1,000.00 |
| 59-45-59000-4140 | Banking Fees | 4,264.75 | 3,700.00 | 3,700.00 |
| 59-45-59000-4211 | Computer Network & Data Proces | 0.00 | 0.00 | 0.00 |
| 59-45-59000-4391 | Blue Staking | 0.00 | 0.00 | 0.00 |
| 59-45-59000-4394 | Collar Maintenance | 0.00 | 5,000.00 | 5,000.00 |
| 59-45-59000-4531 | Professional & Technical Servi | 500.00 | 5,000.00 | 5,000.00 |
| 59-45-59000-4811 | Equipment RentalLease (Non-Pu | 10,605.50 | 17,500.00 | 17,500.00 |
| 59-45-59000-5731 | Street Sweeping | 7,721.64 | 0.00 | 0.00 |
| 59-45-59000-5999 | Depreciation | 638,605.17 | 470,000.00 | 470,000.00 |
| 59-45-59000-6000 | Bad Debt Expense | 2,409.67 | 0.00 | 0.00 |
| 59-45-59000-6211 | Insurance & Surety Bonds | 9,200.37 | 8,500.00 | 8,500.00 |
| | **Materials, Supplies & Services** | **709,579.69** | **574,125.00** | **577,125.00** |
| | **Energy and Utilities** | | | |
| 59-45-59000-3111 | Utilities | 3,066.18 | 3,000.00 | 3,600.00 |
| | **Energy and Utilities** | **3,066.18** | **3,000.00** | **3,600.00** |
| | **Services (Contracted)** | | | |
| 59-45-59000-4541 | Utility Bill Printing & Mailin | 0.00 | 0.00 | 0.00 |
| | **Services (Contracted)** | **0.00** | **0.00** | **0.00** |
| | **Capital Outlay** | | | |
| 59-45-59000-7000 | Capital Outlay | 0.00 | 20,000.00 | 0.00 |
| 59-45-59000-7111 | Land and Rights of Way | 0.00 | 0.00 | 0.00 |
| 59-45-59000-7410 | Equipment | 0.00 | 0.00 | 40,000.00 |
| 59-81-59100-7001 | Pony Express Improvements | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **0.00** | **20,000.00** | **40,000.00** |
| | **Interfund Transactions** | | | |
| 59-61-48000-9110 | Due To General Fund (Admn Chrg | 76,068.96 | 92,152.00 | 110,062.00 |
| 59-61-48000-9154 | Due To Fleet Fund | 84,171.00 | 91,536.00 | 84,171.00 |
| 59-61-48000-9158 | Due To Golf Course Fund | 0.00 | 0.00 | 0.00 |
| 59-61-48000-9163 | Due to UB Internal Service | 24,026.04 | 21,380.00 | 22,691.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Fnd | | | |
| 59-61-48000-9164 | Due to GIS Internal Service Fd | 23,634.00 | 49,633.00 | 55,761.00 |
| | **Interfund Transactions** | **207,900.00** | **254,701.00** | **272,685.00** |
| | **Expense** | **1,233,024.87** | **1,160,728.00** | **1,183,238.00** |
| **59** | **Storm Drain Fund** | **1,396,758.15** | **-384,995.00** | **62,762.00** |
| **62** | **Cemetery Fund** | | | |
| | **Revenue** | | | |
| | **Intergovernmental Revenue** | | | |
| 62-00-33434-0000 | Grant Revenue | 0.00 | 0.00 | 0.00 |
| | **Intergovernmental Revenue** | **0.00** | **0.00** | **0.00** |
| | **Cemetery Revenue** | | | |
| 62-00-33200-0000 | Burial Plot Sales | 62,500.00 | 50,000.00 | 50,000.00 |
| 62-00-33201-0000 | Burial Plot OpeningClosing | 12,500.00 | 15,000.00 | 13,000.00 |
| 62-00-33202-0000 | Headstone Inspections | 805.00 | 500.00 | 500.00 |
| 62-00-33203-0000 | Xfr of Ownership Fee-Cemetery | 0.00 | 0.00 | 0.00 |
| | **Cemetery Revenue** | **75,805.00** | **65,500.00** | **63,500.00** |
| | **Miscellaneous Revenues** | | | |
| 62-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **0.00** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 62-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| 62-00-38155-0000 | From Gas-Sale Proceeds (USP) | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 62-00-39210-0000 | Cemetery Donations | 0.00 | 0.00 | 0.00 |
| | **Special Revenues & Resources** | **0.00** | **0.00** | **0.00** |
| | **Revenue** | **75,805.00** | **65,500.00** | **63,500.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 62-49-62000-1111 | Salaries - Full-Time Permanent | 3,150.15 | 3,300.00 | 4,301.00 |
| 62-49-62000-1211 | Overtime | 9.12 | 20.00 | 0.00 |
| 62-49-62000-1300 | Employee Benefits (401k & 457) | 186.36 | 211.00 | 268.00 |
| 62-49-62000-1321 | Clothing Allowance | 0.00 | 17.00 | 0.00 |
| 62-49-62000-1511 | FICA | 0.00 | 0.00 | 0.00 |
| 62-49-62000-1512 | Medicare | 43.69 | 51.00 | 63.00 |
| 62-49-62000-1521 | Retirement | 559.57 | 642.00 | 753.00 |
| 62-49-62000-1531 | State Insurance Fund | 0.00 | 0.00 | 0.00 |
| 62-49-62000-1541 | Health Insurance | 569.22 | 745.00 | 791.00 |
| 62-49-62000-1545 | Dental Insurance | 47.51 | 63.00 | 66.00 |
| 62-49-62000-1548 | Vision Insurance | 8.48 | 12.00 | 12.00 |
| 62-49-62000-1561 | Long Term Disability | 14.83 | 25.00 | 26.00 |
| | **Personnel Services** | **4,588.93** | **5,086.00** | **6,280.00** |
| | **Materials, Supplies & Services** | | | |
| 62-49-62000-2321 | Travel & Training | 0.00 | 1,150.00 | 1,800.00 |
| 62-49-62000-2513 | Equipment SuppliesMaintenance | 3,280.87 | 5,000.00 | 5,000.00 |
| 62-49-62000-4531 | Professional & Technical Servi | 5,803.65 | 7,000.00 | 11,600.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 62-49-62000-5002 | Special Department Supplies | 577.20 | 1,000.00 | 2,000.00 |
| 62-49-62000-5410 | Landscape Maintenance | 422.19 | 3,000.00 | 3,000.00 |
| 62-49-62000-5510 | Burial Site OpeningClosing | 0.00 | 0.00 | 0.00 |
| 62-69-62000-5410 | Landscape Maintenance | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **10,083.91** | **17,150.00** | **23,400.00** |
| | **Capital Outlay** | | | |
| 62-49-62000-7000 | Capital Outlay | 0.00 | 30,000.00 | 0.00 |
| 62-49-62000-7410 | Equipment | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **0.00** | **30,000.00** | **0.00** |
| | **Expense** | **14,672.84** | **52,236.00** | **29,680.00** |
| **62** | **Cemetery Fund** | **61,132.16** | **13,264.00** | **33,820.00** |
| **63** | **Utility Billing Fund** | | | |
| | **Revenue** | | | |
| | **Interfund Transactions** | | | |
| 63-00-38151-0000 | Due From Water Fund | 105,366.96 | 93,761.00 | 99,510.00 |
| 63-00-38152-0000 | Due From Sewer Fund | 105,366.96 | 93,761.00 | 99,510.00 |
| 63-00-38157-0000 | Due From Solid Waste Fund | 54,710.04 | 48,683.00 | 51,669.00 |
| 63-00-38159-0000 | Due From Storm Drain Fund | 24,026.04 | 21,379.00 | 22,691.00 |
| | **Interfund Transactions** | **289,470.00** | **257,584.00** | **273,380.00** |
| | **Revenue** | **289,470.00** | **257,584.00** | **273,380.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 63-43-63000-1111 | Salaries - Full-Time Permanent | 69,586.10 | 76,056.00 | 77,521.00 |
| 63-43-63000-1112 | Salaries - Part-Time Permanent | 58,789.30 | 52,000.00 | 60,632.00 |
| 63-43-63000-1211 | Overtime | 1,513.49 | 1,000.00 | 1,000.00 |
| 63-43-63000-1300 | Employee Benefits (401K & 457) | 5,899.48 | 4,716.00 | 4,807.00 |
| 63-43-63000-1321 | Clothing Allowance | 0.00 | 500.00 | 500.00 |
| 63-43-63000-1511 | FICA | 3,029.78 | 3,225.00 | 3,758.00 |
| 63-43-63000-1512 | Medicare | 1,772.79 | 1,860.00 | 2,004.00 |
| 63-43-63000-1521 | Retirement | 12,401.95 | 12,695.00 | 7,752.00 |
| 63-43-63000-1531 | State Insurance Fund | 2,071.94 | 0.00 | 2,000.00 |
| 63-43-63000-1541 | Health Insurance | 9,491.86 | 10,778.00 | 19,218.00 |
| 63-43-63000-1545 | Dental Insurance | 477.88 | 720.00 | 810.00 |
| 63-43-63000-1548 | Vision Insurance | 50.66 | 148.00 | 156.00 |
| 63-43-63000-1561 | Long Term Disability | 389.91 | 786.00 | 622.00 |
| | **Personnel Services** | **165,475.14** | **164,484.00** | **180,780.00** |
| | **Materials, Supplies & Services** | | | |
| 63-43-63000-2321 | Travel & Training | 0.00 | 1,500.00 | 2,500.00 |
| 63-43-63000-2369 | Meetings | 481.51 | 500.00 | 500.00 |
| 63-43-63000-2513 | Equipment SuppliesMaintenance | 0.00 | 0.00 | 0.00 |
| 63-43-63000-4121 | Attorney Fees | 2,147.96 | 6,500.00 | 3,000.00 |
| 63-43-63000-4531 | Professional & Technical Servi | 0.00 | 0.00 | 0.00 |
| 63-43-63000-5999 | Depreciation | 0.00 | 3,000.00 | 0.00 |
| 63-43-63000-6820 | Deployed Military Abatement | 3,042.58 | 6,600.00 | 6,600.00 |
| | **Materials, Supplies & Services** | **5,672.05** | **18,100.00** | **12,600.00** |
| | **Services (Contracted)** | | | |
| 63-43-63000-4541 | UtilityBill MailingPrintiing | 60,062.81 | 75,000.00 | 80,000.00 |
| | **Services (Contracted)** | **60,062.81** | **75,000.00** | **80,000.00** |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | **Expense** | **231,210.00** | **257,584.00** | **273,380.00** |
| **63** | **Utility Billing Fund** | **58,260.00** | **0.00** | **0.00** |
| **64** | **GIS Fund** | | | |
| | **Revenue** | | | |
| | **Miscellaneous Revenues** | | | |
| 64-00-36701-0000 | Sunshine Contributions | 0.00 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **0.00** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |
| 64-00-38151-0000 | Due From Water Fund | 53,283.00 | 111,900.00 | 125,644.00 |
| 64-00-38152-0000 | Due From Sewer Fund | 53,283.00 | 111,899.00 | 125,644.00 |
| 64-00-38157-0000 | Due From Solid Waste Fund | 0.00 | 0.00 | 0.00 |
| 64-00-38159-0000 | Due From Storm Drain Fund | 23,634.00 | 49,633.00 | 55,761.00 |
| | **Interfund Transactions** | **130,200.00** | **273,432.00** | **307,049.00** |
| | **Revenue** | **130,200.00** | **273,432.00** | **307,049.00** |
| | **Expense** | | | |
| | **Personnel Services** | | | |
| 64-46-64000-1111 | Salaries - Full-Time Permanent | 44,467.31 | 61,059.00 | 105,780.00 |
| 64-46-64000-1112 | Salaries - PTTemporary | 10,491.00 | 18,044.00 | 34,516.00 |
| 64-46-64000-1211 | Overtime | 195.71 | 0.00 | 0.00 |
| 64-46-64000-1300 | Employee Benefits (401K & 457) | 1,923.57 | 3,787.00 | 6,559.00 |
| 64-46-64000-1321 | Clothing Allowance | 0.00 | 200.00 | 300.00 |
| 64-46-64000-1511 | FICA | 735.00 | 1,120.00 | 2,140.00 |
| 64-46-64000-1512 | Medicare | 782.64 | 1,149.00 | 2,035.00 |
| 64-46-64000-1521 | Retirement | 1,171.01 | 10,192.00 | 11,481.00 |
| 64-46-64000-1531 | State Insurance Fund | 396.87 | 0.00 | 800.00 |
| 64-46-64000-1541 | Health Insurance | 16,541.74 | 26,445.00 | 36,708.00 |
| 64-46-64000-1545 | Dental Insurance | 1,353.02 | 2,069.00 | 2,895.00 |
| 64-46-64000-1548 | Vision Insurance | 238.40 | 377.00 | 501.00 |
| 64-46-64000-1561 | Long Term Disability | 189.46 | 599.00 | 370.00 |
| 64-49-64000-1561 | Long Term Disability | 0.00 | 0.00 | 0.00 |
| | **Personnel Services** | **78,485.73** | **125,041.00** | **204,085.00** |
| | **Materials, Supplies & Services** | | | |
| 64-46-64000-2321 | Travel & Training | 0.00 | 4,700.00 | 7,900.00 |
| 64-46-64000-4211 | Computer Network & Data Proces | 36,652.48 | 36,700.00 | 38,064.00 |
| 64-46-64000-4531 | Professional & Technical Servi | 0.00 | 100,000.00 | 50,000.00 |
| 64-46-64000-5999 | Depreciation | 0.00 | 7,000.00 | 7,000.00 |
| | **Materials, Supplies & Services** | **36,652.48** | **148,400.00** | **102,964.00** |
| | **Capital Outlay** | | | |
| 64-46-64000-7412 | Computer Equipment | 0.00 | 0.00 | 0.00 |
| | **Capital Outlay** | **0.00** | **0.00** | **0.00** |
| | **Expense** | **115,138.21** | **273,441.00** | **307,049.00** |
| **64** | **GIS Fund** | **15,061.79** | **-9.00** | **0.00** |
| **72** | **AA 2013-1 Fund** | | | |
| | **Revenue** | | | |
| | **Miscellaneous Revenues** | | | |
| 72-00-37010-0000 | Interest Earnings | 1,219.80 | 0.00 | 0.00 |
| 72-00-37090-0000 | Other Miscellaneous | 0.00 | 0.00 | 0.00 |
| | **Miscellaneous Revenues** | **1,219.80** | **0.00** | **0.00** |
| | **Interfund Transactions** | | | |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| 72-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 0.00 |
| 72-00-39111-0000 | Bond Proceeds | 0.00 | 0.00 | 0.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **0.00** |
| | **Special Revenues & Resources** | | | |
| 72-00-34311-0000 | Assessments - Collected | 228,219.08 | 126,750.00 | 62,500.00 |
| | **Special Revenues & Resources** | **228,219.08** | **126,750.00** | **62,500.00** |
| | **Revenue** | **229,438.88** | **126,750.00** | **62,500.00** |
| | **Expense** | | | |
| | **Materials, Supplies & Services** | | | |
| 72-81-72000-4121 | Attorney Fees | 0.00 | 0.00 | 0.00 |
| | **Materials, Supplies & Services** | **0.00** | **0.00** | **0.00** |
| | **Debt Service** | | | |
| 72-71-47172-4140 | Banking Fees | 1,750.00 | 1,750.00 | 1,750.00 |
| 72-71-47172-8111 | Principal | 120,000.00 | 55,000.00 | 30,000.00 |
| 72-71-47172-8121 | Interest | 34,475.00 | 45,000.00 | 20,750.00 |
| 72-71-47172-8151 | Paying Agent Fee | 2,975.00 | 5,000.00 | 5,000.00 |
| 72-71-47172-8152 | Other Bond Expenses | 0.00 | 0.00 | 0.00 |
| 72-81-72000-6600 | Reimbursement of Bond Proceeds | 0.00 | 0.00 | 0.00 |
| | **Debt Service** | **159,200.00** | **106,750.00** | **57,500.00** |
| | **Interfund Transactions** | | | |
| 72-61-48100-9110 | Due To General Fund | 0.00 | 0.00 | 0.00 |
| 72-71-47172-9110 | Due To General Fund (Admn Chrg | 0.00 | 20,000.00 | 5,000.00 |
| | **Interfund Transactions** | **0.00** | **20,000.00** | **5,000.00** |
| | **Expense** | **159,200.00** | **126,750.00** | **62,500.00** |
| **72** | **AA 2013-1 Fund** | **70,238.88** | **0.00** | **0.00** |
| **80** | **Eagle Mountain RDA** | | | |
| | **Revenue** | | | |
| | **Taxes** | | | |
| 80-00-31109-0000 | EDA 2012-1 Property Tax | 185,271.83 | 242,854.00 | 185,272.00 |
| 80-00-31110-0000 | Parkside CDA Property Tax | 19,418.46 | 18,567.00 | 20,085.00 |
| 80-00-31111-0000 | Sweetwater CRA Property Tax | 0.00 | 2,757,654.00 | 7,537,050.00 |
| 80-00-31112-0000 | Pole Canyon CRA 38 Property Tx | 0.00 | 568.00 | 0.00 |
| 80-00-31113-0000 | Pole Canyon CRA 53 Property Tx | 0.00 | 275,914.00 | 0.00 |
| | **Taxes** | **204,690.29** | **3,295,557.00** | **7,742,407.00** |
| | **Interfund Transactions** | | | |
| 80-00-38110-0000 | Due From General Fund | 0.00 | 0.00 | 600,000.00 |
| | **Interfund Transactions** | **0.00** | **0.00** | **600,000.00** |
| | **Revenue** | **204,690.29** | **3,295,557.00** | **8,342,407.00** |
| | **Expense** | | | |
| | **Services (Contracted)** | | | |
| 80-47-80000-4320 | RDA Consulting Services | 4,900.00 | 15,000.00 | 0.00 |
| | **Services (Contracted)** | **4,900.00** | **15,000.00** | **0.00** |
| | **Other Charges & Contributions** | | | |
| 80-47-80000-6450 | Parkside CDA TIF | 18,447.54 | 17,630.00 | 19,081.00 |

| Account Number | Description | 2021 Actual | 2022 Estimate | 2023 Proposed |
|---|---|---|---|---|
| | Reimbursement | | | |
| 80-47-80000-6451 | EDA 2012-1 TIF Reimbursement | 176,008.24 | 180,437.00 | 176,008.00 |
| 80-47-80000-6452 | Sweetwater CRA Expenditures | 0.00 | 3,067,222.00 | 7,378,345.00 |
| 80-47-80000-6453 | Swtwtr CRA Housing Requirments | 0.00 | 0.00 | 753,705.00 |
| | **Other Charges & Contributions** | **194,455.78** | **3,265,289.00** | **8,327,139.00** |
| | **Interfund Transactions** | | | |
| 80-61-48000-9110 | Due to General Fund-AdminChrg | 22,228.60 | 15,268.00 | 15,268.00 |
| | **Interfund Transactions** | **22,228.60** | **15,268.00** | **15,268.00** |
| | **Expense** | **221,584.38** | **3,295,557.00** | **8,342,407.00** |
| **80** | **Eagle Mountain RDA** | **-16,894.09** | **0.00** | **0.00** |
| Revenue Total | | 105,260,460.31 | 120,406,887.00 | 121,563,537.00 |
| Expense Total | | 74,964,835.95 | 108,846,716.40 | 121,380,554.00 |
| Grand Total | | 30,295,624.36 | 11,560,170.60 | 182,983.00 |

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |
| **TITLE:** | ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains. |
| **ITEM TYPE:** | Ordinance |
| **FISCAL IMPACT:** | N/A |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| | | | |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Chris Trusty, Public Works

**PRESENTED BY:**
Chris Trusty

**RECOMMENDATION:**
Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains.

**BACKGROUND:**
Occasionally it becomes necessary to update current construction standards whether due to revised or updated direction from state authorities or in conjunctions with typical field practices or as the result of concerns which have in certain practical incidences occurring in the field. Attached are redlines to the City's existing Construction standards that City staff have worked together to address these concerns.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

N/A

**ATTACHMENTS:**

ORD--EMMC Title 15 Regarding Construction Standards
EMMC 15.10 Improvement and Design Standards - Redlines
EMMC 15.15 Inspection - Redlines
EMMC 15.50 Storm Drains - Redlines

# ORDINANCE NO. O-  -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTERS 15.10 IMPROVEMENT AND DESIGN STANDARDS, 15.15 INSPECTION, AND 15.50 STORM DRAINS *(CONSTRUCTION STANDARDS)***

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains.

2. The amendment to Chapters 15.10 Improvement and Design Standards, 15.15 Inspection, and 15.50 Storm Drains, as described in Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City this 21st day of June, 2022.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

ATTEST:

_____

Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of June, 2022.

| Those voting aye: | Those voting nay: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____
Lianne Pengra, CMC
Chief Deputy Recorder

Posted on _____ by _____ .

# Exhibit A

# Chapter 15.10
# IMPROVEMENT AND DESIGN STANDARDS

Sections:

15.10.060 Water and sewer laterals.
15.10.175 Street concrete.
15.10.200 Underground utilities.
15.10.280 Traffic control.
15.10.290 Construction safety.
15.10.310 Survey.
15.10.340 Noncompliance.

**15.10.060 Water and sewer laterals.**

All sewer services and water services need to be marked with a two-inch by four-inch stake at the end of each service a minimum of 36 inches above grade and a two-inch "S" for sewer or two-inch "W" for water needs to be stamped in the top of the curb at the service locations. Curb markings may also be made on a brass cap hammered into the curb. Water and sewer lateral must extend a minimum of 15 feet behind the property line. Any existing utility stubbed to a property line but which is not needed and intended to be abandoned must be abandoned at the connection to the mainline, as directed by the City Engineer or his/her designee. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.031)].

**15.10.175 Street concrete.**

Monuments and other street surface concrete shall meet manhole collar requirements (see Section 15.60.060). Any potholing made within public rights of way must achieve minimum compaction. If mechanical compaction and testing cannot be achieved, flowable fill will be required to bottom of road base section. Potholing on underground utilities will be required to replace existing bedding materials around pipes prior to placing flowable fill. Replacement shall be inspected by City under the direction of the City Engineer and Streets manager or their designee(s).

**15.10.200 Underground utilities.**

Utilities, including electrical, ~~and~~ gas, and fiber lines, shall be underground, except when the city feels that such underground lines are not in the best interest of the city. Any underground utilities within City rights of way shall install traffic rated vaults and lids for any necessary points of accesses unless the utility is located such that it is protected from traffic by a physical barrier such as a curb or bollard. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.170)].

**15.10.280 Traffic control.**

Traffic control shall be submitted to and approved by the city prior to any work in accordance with MUTCD. Any road closures must notify public safety at a minimum of 24 hours in advance of the road closure. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.250)].

**15.10.290 Construction safety.**

Open pits and trenches left for an overnight period or longer shall be clearly marked with flashing barricades. All national and state standards must be maintained for open trenches. The city engineer or his/her designee may require additional barricades or road plates as determined in the field. Trenches may not be left open for an extended period of time.

If any subdivision is located such that there is no available construction access other than through existing subdivisions, an additional monetary amount to be determined by the city engineer or his/her designee shall be placed in the subdivision improvement bond to protect the city from damaged infrastructure. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.251)].

**15.10.310 Survey.**

All property corners shall be marked with a 30-inch rebar and licensed land surveyor's cap before acceptance of subdivision improvements by Eagle Mountain City. Any survey in roadways that require collars (monuments) shall maintain City standards for street collars. These rebars must be offset one foot by a steel tee post four feet out of the ground. All property corners shall be in place at the time of final acceptance. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.270)].

**15.10.340 Noncompliance.**

Noncompliance with this title can result in a stop work order issued by the city engineer or his/her designee, a forfeiture of bonds, or a hold on building permits until all ~~work~~ improvements meet~~s~~ compliance. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.300)].

# Chapter 15.15
# INSPECTION

Sections:

15.15.010 All work subject to inspection.
15.15.020 Inspection fees.
15.15.050 Construction completion inspection.

**15.15.010 All work subject to inspection.**

A. All construction work involving the installation of improvements in subdivisions shall be subject to inspection by the city. The developer shall be responsible to ensure inspection and certified reports are obtained and maintained on record and are provided in the as-built subdivision packet. The records shall include the following inspections:

1. Compaction of all trenches; Passing test for every lift or 1' maximum vertically and every 100' laterally along trench line every lift, or 1' maximum vertically and every 1000 sq ft laterally on embankment.

2. Pressure tests on water mains; two sets of bacteria samples;

3. Pressure tests, television inspection of sewer mains, and mandrel deflection tests; vacuum test all manholes/boxes; air pressure test and ~~mandrel~~ televise storm drain per APWA Standards;

4. Slump tests and compression tests and air entrainment on all concrete work; test (air, slump) and set of cylinders per 50 yards of concrete;

5. Proof rolls on native subbase and base (three proof rolls);

6. Red heading is required on native, subbase and base; RBC stakes or string line may be acceptable upon request (every 25' minimum) along proposed curb; and

7. Compaction test on all subbase, untreated base course, and bituminous surface course.

B. Certain types of construction shall have continuous inspection while others may have only periodic inspections. It is the responsibility of the developer/subdivider to ensure that all contractors give the city appropriate notice to allow scheduling of said inspections.

1. Inspection shall be required on the following types of work:

a. Laying of street surfacing.

b. Placing of concrete for curbs and gutters, sidewalks and other structures.

c. Laying of sewer pipe, drainage pipe, water pipe, lateral connections, pressurized irrigation, valves, hydrants and testing.

d. Subgrade.

e. Street grading and gravel base.

f. Excavations for curbs and gutters and sidewalks.

g. Excavations for structures.

h. Trenches for laying pipe.

i. Forms for curbs and gutters, sidewalks and structures. No work shall be started except in the presence of, or with the prior approval of, the city engineer or his/her designee.

j. Collars around storm drain inlet boxes/manholes. Thrust blocks for water, collars for storm drain and collars for manhole. Value boxes in asphalt.

k. Collars around sewer manholes and water valve boxes.

2. Inspectors must be notified and must approve all catchbasin elevations and locations prior to final tie-ins.

3. Inspectors may require survey stakes with elevations to ensure depths and slopes meet the approved construction drawings. Specifically, requirements may be made on fire hydrants, cleanouts, and sewer manholes.

4. See individual chapters for specific inspection and testing requirements. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 3.010)].

**15.15.020 Inspection fees.**

Inspection fees and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recording of the final plat.

The developer or contractor shall be responsible for all sampling, delivery of samples to a qualified testing agency, testing, and delivery of test results or materials certifications to the city at no charge to the city. Testing and certifications reports shall be approved by the city as to conformance to city standard specifications prior to final inspection and/or acceptance by the city of any materials or workmanship. All samples must be taken in presence of an Eagle Mountain City representative.

Inspection requests made for weekend or off-hours of regular city business hours shall be subject to overtime inspection fees. If such inspections are scheduled at these times due to an inability of the city to provide inspections during normal business hours, no additional inspection fees shall be required. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 3.020)].

**15.15.050 Construction completion inspection.**

An inspection shall be made by the city engineer or his/her designee after the warranty period. Specifically, the city engineer or his/her designee will determine if any installed infrastructure displays signs of failure, such as concrete cracks greater than one-eighth inch, rutting or settled asphalt. When such defects are minimal, patching or sealing will be allowed by the city, provided the defect is not a structural defect. The city engineer or his/her designee will generate a punch list of all items to be corrected by the developer prior to final acceptance by the city.

Any punch list generated by the city engineer or his/her designee shall only be valid for a period of 30 days. Subdivisions with outstanding items past 30 days may be subject to an additional walkthrough prior to acceptance by the city to address any additional faulty or defective work.

It is further agreed and understood that the determination for necessity of repairs of the work rests with the city engineer or his/her designee. His/her project review shall include, but shall not be limited to, the entire street base, and all pipes, utilities, joints, valves, backfill and compaction as well as the working surface, curbs, gutters, sidewalks, and other accessories that are, or may be, affected by the construction operations, and whenever, in the judgment of the city engineer or his/her designee, work is not complete, shall cause a written notice to be served to the developer and thereupon the developer shall undertake and complete such repairs or rebuilding prior to the final city acceptance and release of the warranty bond. To be recommended to the City Council for exit from warranty, sewer lines within a development shall be required to be cameral inspected. The city engineer and his/her designee shall make every effort to distinguish between failures which result from poor design or workmanship from those caused by third parties such as builders, and shall not knowingly require developers to correct failures caused by third parties. Specific examples shall include: cracked concrete which likely would have resulted from builders placing heavy equipment on concrete shall not require replacement. However, excessive spalling of concrete which is likely caused by workmanship issues will be required to be replaced. Contractors and subcontractors hired for the completion of the required improvements are not considered third parties, and damage found to be from such individuals will be obligated to be repaired by the developer. Failure to complete repairs in a timely manner may result in a forfeiture of the warranty bond, at which time the city will complete the improvements. Appeals to items included in the project review must be made in writing to the public works director within five days of being notified of the deficient items. Additional appeals may be made to the Eagle Mountain City mayor or city council. [Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 3.040)].

# Chapter 15.50
# STORM DRAINS

Sections:

15.50.020 Pipe.
15.50.040 Cleaning and testing. (APWA 33 08 00)
15.50.060 Retention/detention basins.

**15.50.020 Pipe.**

Piping used for storm water conveyance includes concrete and HP ADS piping or approved equal. All pipe shall conform to the material and installation specifications included in this chapter. Storm drain bedding materials shall consist of three-quarter-inch gravel and extend six inches below and to the sides of the pipe and 12 inches above the ~~crown~~ top of the pipe. [Ord. O-02-2020 § 2 (Exh. A); Ord. O-21-2016 § 2 (Exh. A); Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 10.020)].

**15.50.040 Cleaning and testing. (APWA 33 08 00)**

After the storm drain lines have been laid and the trench backfilled, they shall be thoroughly cleaned and tested for leakage and alignment in the presence of the city engineer or his/her designee before acceptance by the owner. Cleaning shall be done using a high pressure jet cleaning machine, producing a minimum of 800 psi. Wastewater and debris shall not be permitted to enter storm drain lines in service, but shall be removed at the lowest manhole of the extension. Such cleaning shall be done by private crews at the expense of the owner.

Storm drain lines will be required to have a ~~mandrel or~~ TV test prior to acceptance and prior to the release of the warranty bond. Storm drain boxes or manholes shall be air tested under the general observation of the city inspector. [Ord. O-02-2020 § 2 (Exh. A); Ord. O-21-2016 § 2 (Exh. A); Ord. O-13-2015 § 1 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 10.040)].

**15.50.070 Storm water pollution prevention plan.**

A storm water pollution prevention plan meeting all requirements as mandated by the State of Utah Department of Environmental Quality shall be required and maintained for all construction within a subdivision. Elements of this SWPPP shall include BMPs to protect the existing and natural storm drainage systems from incurring increased sedimentation. BMPs will include as a minimum silt fences, inlet protection, and stabilized construction entrance. All inlet protection to meet or exceed ASTM D8057 inlet protection standard. Additional BMPs may be required as needed and determined by a certified storm water plans reviewer. The SWPPP is to be approved by the city engineer and his/her designee. The approved SWPPP plan is to be maintained while any construction activities are occurring within a subdivision. Modifications may be made to the SWPPP during the construction process if it becomes evident that additional modifications are needed to protect storm drainage structures or adjacent properties. ~~Any individual or entity that prepares an SWPPP for a construction project shall be prohibited from performing construction site inspections on behalf of the permittee for that site.~~ The SWPPP and all accompanying documentation is to be available electronically at the project site at the time of an on-site

inspection or upon request by the DWQ, EPA, or the MS4. The stormwater phase 2 final rule, construction rainfall erosivity waiver is not offered.

On sites disturbing greater than 1 acre of land and all commercial sites, the SWPPP sign must be a minimum of four (4) feet wide and three (3) feet tall, bottom of sign placed two (2) feet minimum off the ground, white background with red and black lettering. Pertinent information shall be located at the bottom of the SWPPP sign and shall include the following: Authorization to discharge letter/Notice of Intent (NOI), electronic SWPPP access link, site notice, and the public notice sheet.

Single lot residential home SWPPP signs to be twenty-four (24) inches wide and eighteen (18) inches tall (realtor size) with the bottom of the sign placed a minimum of twelve (12) inches off the ground, front of sign to face toward street and have white background with "SWPPP" in black or red lettering, along with UPDES number. Back of sign to have Authorization to Discharge letter/NOI and electronic SWPPP access link.

An appeals process shall allow a construction operator to appeal an enforcement option. The appeal process will be included as part of the city's procedures and will be posted in a publicly available location. [Ord. O-02-2020 § 2 (Exh. A); Ord. O-21-2016 § 2 (Exh. A); Ord. O-13-2015 § 1 (Exh. A)].

| | |
|---|---|
| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |
| **TITLE:** | ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance. |
| **ITEM TYPE:** | Ordinance |
| **FISCAL IMPACT:** | N/A |
| **APPLICANT:** | City Staff |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|

**PUBLIC HEARING:**
No

**PREPARED BY:**
Lianne Pengra, Recorder's Office

**PRESENTED BY:**
Jeremy Cook, City Attorney

**RECOMMENDATION:**
Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance.

**BACKGROUND:**
The proposed ordinance updates the City's storm water ordinance to clarify procedures and requirements for storm water management plans and long-term storm water management agreements.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
N/A

**ATTACHMENTS:**
ORD--EMMC 13.75 Storm Water

# EMMC 13.75 Eagle Mountain Storm Water Ordinance - Redlines

# ORDINANCE NO. O-  -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,**
**AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,**
**CHAPTER 13.75 EAGLE MOUNTAIN CITY STORM WATER ORDINANCE**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 13.75 Eagle Mountain City Storm Water Ordinance, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance.

2. The amendment to Chapter 13.75 Eagle Mountain City Storm Water Ordinance, as described in Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City this 21st day of June, 2022.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of June, 2022.

| Those voting aye: | Those voting nay: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
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_____
Lianne Pengra, CMC
Chief Deputy Recorder

Posted on _____ by _____ .

# Exhibit A

# Chapter 13.75
# EAGLE MOUNTAIN CITY STORM WATER ORDINANCE

**13.75.010 Findings on storm water runoff.**
**13.75.020 Purpose and objectives.**
**13.75.030 Definitions.**
**13.75.040 Administration.**
**13.75.050 Storm water utility and fund.**
**13.75.060 Ownership of city storm water facilities and assets.**
**13.75.070 System of rates and charges.**
**13.75.080 Billing and collection.**
**13.75.090 Appeal of charges.**
**13.75.100 ~~Land disturbance~~Storm water permits.**
**13.75.110 Storm water system design and management standards.**
**13.75.120 Final construction.**
**13.75.130 Postconstruction.**
**13.75.140 Existing locations and developments.**
**13.75.150 Illicit discharges.**
**13.75.160 Enforcement.**
**13.75.170 Penalties.**
**13.75.180 Appeals.**

## 13.75.010 Findings on storm water runoff.

The city council has determined that the city's physical growth and urban development have and will continue to increase the amount of storm water runoff collected and disposed of using the city's storm water drainage system and facilities. The city council finds that storm water runoff causes property damage and erosion, carries concentration of nutrients, chemicals, heavy metals, oil, and toxic materials into receiving waters and ground waters; degrades the integrity of city streets, curbs, gutters and other infrastructure conveying storm water; reduces the citizens' access to emergency services and imposes hazards to both life and property. In addition, federal and state governments have established environmental protection regulations for water quality and requirements for the city's discharge of its storm water into receiving waters. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].

## 13.75.020 Purpose and objectives.

It is the purpose of this chapter to:

A. Protect, maintain, and enhance the environment of Eagle Mountain City.

B. Establish responsibilities for controlling and managing storm water runoff.

C. Protect the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the city's storm water system and to maintain and improve the quality of the receiving waters into which the storm water outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and ground water of the city.

D. Enable the city to comply with the National Pollution Discharge Elimination System permit (NPDES/UPDES) and applicable regulations, 40 CFR 122.26 for storm water discharges.

E. Allow the city to exercise the powers granted by Utah Code, which provides that, among other powers municipalities have with respect to storm water facilities, is the power by ordinance or resolution to:

1. Exercise general regulation over the planning, location, construction, and operation and maintenance of storm water facilities in the municipality, whether or not owned and operated by the municipality;

2. Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;

3. Establish standards to regulate the quantity of storm water discharged and to regulate storm water contaminants as may be necessary to protect water quality;

4. Review and approve plans and plats for storm water management in proposed subdivisions or commercial developments;

5. Issue permits for storm water discharges, or for the construction, alteration, extension, or repair of storm water facilities;

6. Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

7. Regulate and prohibit discharges into storm water facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and

8. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of storm water contamination, whether public or private. [Ord. O-02-2014 (Exh. A)].

## 13.75.030 Definitions.

For the purpose of this chapter, the following definitions shall apply:

A. “As-built plans” means drawings depicting conditions as they were actually constructed.

B. “Best management practices” or “BMPs” are physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by Eagle Mountain City and that have been incorporated by reference into this chapter if fully set out therein. For purposes of this title, the relevant BMPs are more particularly defined in the Eagle Mountain City storm water management program.

C. “Channel” means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.

D. “City” means Eagle Mountain City, a municipal corporation of the state of Utah.

E. “City engineer” means the city engineer of Eagle Mountain City, or authorized designee.

F. “City storm water system” means storm systems that receive runoff from public right-of-way, natural waterways and systems identified in a city easement.

G. “Community water” means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wetlands, wells and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Eagle Mountain City.

H. “Contaminant” means any physical, chemical, biological, or radiological substance or matter in water.

I. “Council” means the city council.

J. “Design storm event” means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a storm water facility.

K. “Discharge” means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the municipal separate storm sewer system.

L. “Easement” means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

M. “Erosion” means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

N. “Erosion and sediment control plan” means a written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

O. “Equivalent residential unit (ERU)” means a configuration of development, or impervious surfaces on a parcel, contributing runoff to the city’s storm water system or which represents the estimated use of the system that is approximately equal to that contributed by a single-family residential parcel. A single-family residential parcel has been determined to contain an average of 2,500 square feet of impervious surface. One ERU is equal to 2,500 square feet of impervious surface area.

P. “General construction storm water permit” means a permit required by the Utah Department of Environmental Quality, Division of Water Quality.

Q. “Hotspot” or “priority area” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in storm water.

R. “Illicit connections” means illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system.

S. “Illicit discharge” means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted.

T. “Irrigation ditches” means gravity irrigation ditches used by irrigation shareowners having a right of water passageway by ROW, easement or prescription.

U. ~~“Land disturbance permit” means Eagle Mountain City land disturbance permit as adopted by the city.~~

~~V.~~ “Land disturbing activity” means any activity on property that results in a change in the existing soil cover (both vegetative and nonvegetative~~) and/or~~), change in the existing soil topography, or creation of on-site storm water management facility. Land disturbing activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

~~W~~V. “Maintenance” means any activity that is necessary to keep a storm water facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a storm water facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the storm water facility.

~~X~~W. “Maintenance agreement” means a ~~document~~Long-Term Storm Water Management Agreement “LTSWMA” recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of storm water facility and implementation of storm water management practices.

~~Y~~X. “Municipal separate storm sewer system (MS4)” or “municipal separate storm water system” means the conveyances owned or operated by the municipality for the collection and transportation of storm water, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, manmade channels, and storm drains.

~~Z~~Y. “National Pollutant Discharge Elimination System permit” or “NPDES permit” means a permit issued pursuant to 33 U.S.C. 1342.

~~AA~~Z. “Notice of violation (N.O.V.)” means whenever the city engineer finds that a person is in noncompliance with this chapter, the engineer will order compliance by written notice of violation to the responsible person. Requirements in this notice are at the discretion of the engineer, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of best management practices.

~~BB~~AA. “Off-site storm water management facility” means a structural BMP located outside the subject property boundary described in the permit application for land development activity.

~~CC~~BB. “On-site storm water management facility” means a structural BMP located within the subject property boundary described in the permit application for land development activity.

~~DD~~CC. “Peak flow” means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

~~EE~~DD. “Person” means any and all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.

~~FF~~EE. “Pre-existing conditions” means conditions of property in its native state or changed under approval by the city or changed property that is grandfathered.

~~GG~~FF. “Property owner” means land owner of property within the boundary of Eagle Mountain City.

~~HH~~GG. “Runoff” means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm water system, including runoff water produced by storms, surface drainage, snow and ice melt, and other water handled by the storm sewer drainage system.

~~II~~HH. “Sediment” means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth’s surface either above or below sea level.

~~JJ~~II. “Sedimentation” means soil particles suspended in storm water that can settle in stream beds and disrupt the natural flow of the stream.

~~KK~~JJ. “Soils report” means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.

~~LL~~KK. “Stabilization” means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

~~MM~~LL. “Stormwater” or “storm water” means storm water runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.

~~NN~~MM. “Storm water design standards and regulations” means current Eagle Mountain City storm water standards and regulations as adopted by the city.

~~OO~~NN. “Storm water master plan” means the current Eagle Mountain City storm water master plan as adopted by the city.

~~PP~~OO. “Storm water management” means the programs to maintain quality and quantity of storm water runoff to predevelopment levels.

~~QQ~~PP. “Storm water management facilities system” means the drainage structures, conduits, ditches, combined sewers, sewers, and all device appurtenances by means of which storm water is collected, transported, pumped, treated or disposed of.

~~RR~~QQ. “Storm water management plan” means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff to predevelopment levels.

~~SS~~RR. “Storm water runoff” means flow on the surface of the ground, resulting from precipitation.

SS. “Storm water permit” means Eagle Mountain City storm water permit as adopted by the city.

TT. “Storm water utility” means the storm water utility created by ordinance of the city to administer the storm water management ordinance, and other storm water rules and regulations adopted by the municipality.

UU. “Structural BMPs” means devices that are constructed to provide control of storm water runoff.

VV. “Surface water” includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.

WW. “Watercourse” means a permanent or intermittent stream or other body of water, either natural or manmade, which gathers or carries surface water.

XX. “Watershed” means all the land area that contributes runoff to a particular point along a waterway.

YY. “UPDES” means Utah Pollution Discharge Elimination System. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1). Formerly 13.75.030].

## 13.75.040 Administration.

City engineer shall administer the provisions of this chapter. Nothing in this chapter shall relieve any person from responsibility for damage to other persons or property, nor impose upon Eagle Mountain City, its officers, agents or employees any liability for damage to other persons or property. [Ord. O-02-2014 (Exh. A)].

## 13.75.050 Storm water utility and fund.

There is created and established a storm water utility to be known as the utility or the storm water utility and a storm water fund in the city budget and accounting system. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1). Formerly 13.75.040].

## 13.75.060 Ownership of city storm water facilities and assets.

The ~~utility~~City shall operate, maintain and improve all city owned storm water facilities used for the conveyance of storm waters through, under or over lands, watercourses, beginning at a point where storm waters first enter the storm system of the city and ending in each instance at a point where the storm waters exit from the system. Governmentally owned streets and storm water facilities

operated and maintained by, or for, the county or state shall not be deemed storm water facilities. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1). Formerly 13.75.050].

## 13.75.070 System of rates and charges.

A. There are hereby imposed storm water service fee rates and charges on each parcel of real property within the city, except governmentally owned streets and storm water facilities operated and maintained by, or for, the county. The charges shall fund the administration, planning, design, construction, water quality programming, operation, maintenance and repair of existing and future storm water facilities.

B. Unless otherwise set forth in the city's consolidated fee schedule, the utility's storm water service charges are as follows:

1. Single-family residential parcels shall constitute one ERU and are charged $3.00 per month.

2. Multifamily parcels including zero lot line subdivisions and condominium units shall constitute 0.75 ERUs per residence and are charged $2.25 per month.

3. Undeveloped Parcels. Undeveloped parcels shall have no charges assessed against such parcels.

4. Other Parcels. The charge for all other developed parcels shall be based upon the total square feet of parcel area surface multiplied by 0.75, which shall be rounded to the nearest whole number to calculate serviced acreage. One ERU is equal to 0.75 acres of serviced area. The actual total monthly service charge shall be determined by multiplying the total ERUs of serviced area for a parcel by the monthly rate of $3.00.

5. Credit for On-Parcel Mitigation. Nonresidential parcels having constructed on-parcel storm water detention or retention facilities are eligible for a pro rata service reduction to the owner of the parcel upon demonstrating that the amount of storm water actually released from the parcel to the city system is no greater than the amount released from a residential dwelling unit.

6. Nonservice Abatement. A parcel which is not directly served by the storm water utility shall be entitled to an abatement of the service charge for said parcel. In order to receive such abatement, the owner, or the owner's agent, shall apply, in writing, to the public works director, or the director's designee. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].

## 13.75.080 Billing and collection.

A. Billing. The city utilities department shall cause billings for storm water utility services to be rendered periodically to the person who is the owner of the parcel, or the owner's agent, who has signed for water and/or sewer service to the parcel. The amounts to be billed shall be included on

the existing utilities bill as a separate line item. A storm-water-only billing will be sent to those persons who are owners of parcels within the city but are not currently city utility customers.

B. Collection.

1. In the event partial payment is made on a combined bill, the payment shall be applied to each service on a pro rata basis.

2. In the event of delinquency, fees and charges levied in accordance herewith shall be a debt due the city. Delinquent payments shall be deemed delinquent and subject to recovery as provided in the city consolidated fee schedule and/or the city shall have the right to terminate water and services to the premises. Any uncollected amount due from the person or persons who own the parcel on any inactive, terminated or discontinued account may be transferred to any active account under the same person's or persons' name(s) and, upon failure to pay such bill after at least five days' prior written notice, water and other city services to that account and parcel may be discontinued.

3. Restoration of Service. Water and sewer service shall not be restored until all charges have been paid in full.

4. Utility Enterprise Fund. All funds received from such storm water service charges shall be placed in the enterprise fund and left separate and apart from all other city funds. The collection, accounting and expenditure of all storm water utility funds shall be in accordance with existing fiscal policy of the city. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].

## 13.75.090 Appeal of charges.

A. Single-family and duplex parcels larger than 0.25 gross acres, but having less than 3,000 square feet of impervious surface, may request a reduction of service charges to the level of $3.00 per month.

B. Any owner or person who considers the city's storm water charge applied to their parcel to be inaccurate, or who otherwise disagrees with the utility rate determination, may apply to the director for a service charge adjustment. Such a request shall be in writing and state the grounds for such an appeal.

C. Any appeal under this chapter shall be filed in writing no later than 20 days after said billing. Any subsequent appeal shall be brought within 20 days after the date of the appealed decision.

D. Nothing in this chapter shall be construed to grant a right to judicial review which does not otherwise exist at law. [Ord. O-02-2014 (Exh. A); Ord. O-14-2010 § 1 (Exh. 1)].

## 13.75.100 ~~Land disturbance~~Storm water permits.

A. ~~Every person~~Unless waived by the city engineer, every developer, property owner or business will be required to obtain a ~~land disturbance~~storm water permit from the city engineer in the following cases:

1. Land disturbing activity generally disturbs one or more acres of land;

2. Land disturbing activity of less than one acre of land if such activity is part of a larger common plan of development that affects one or more acre of land;

3. Land disturbing activity of less than one acre of land, if in the discretion of the city engineer such activity poses a unique threat to water, or public health or safety;

4. ~~The~~Land disturbing activity that requires or involves the creation and use of borrow pits;

5. Development of a single-family home;

6. Processing of earthen materials such as top soil and gravel screening; ~~and~~

7. Land disturbing activity that requires the creation of an on-site storm water management facility or off-site storm water management facility to control stormwater;

8. Construction of parking lots or other similar impervious surfaces that are greater than .1 acres.

B. The following regulations shall apply to drainage channels and waterways:

1. Property owners shall not alter or restrict natural channels and waterways without proper federal, state and city permits.

2. Property owners proposing to redirect runoff, surface and/or pipe flow to properties or facilities outside Eagle Mountain City boundaries must provide written approval from the state, county or municipality or their agents.

3. Property owners are responsible for the protection of canals per the relevant sections of this chapter.

4. Discharges or modifications to the canals require written approval from the canal owners and applicable governing agencies.

5. Building Permit. No building permit shall be issued until the applicant has obtained a ~~land disturbance~~storm water permit where the same is required by this chapter.

C. Exemptions. The following activities are exempt from the permit requirement:

1. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

2. Existing nursery and agricultural operations conducted as a permitted main or accessory use.

3. Any agricultural activity that is consistent with an approved farm conservation plan or a management plan prepared or approved by the appropriate city, federal, or state agency.

4. Additions or modifications to existing single-family structures.

D. Application for a ~~Land Disturbance Permit~~storm water permit.

1. Each application shall include the following:

a. Name of applicant;

b. Business or residence address of applicant;

c. Name, address and telephone number of the owner of the property of record in the office of the assessor of property;

d. Address and legal description of subject property including the tax reference number and parcel number of the subject property;

e. Name, address and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion and sediment control plan; and

f. A statement indicating the nature, extent and purpose of the land disturbing activity including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing activity.

2. The applicant shall obtain from any other state or federal agency any other appropriate environmental permits that pertain to the property. However, the inclusion of those permits in the application shall not foreclose the city engineer from imposing additional development requirements and conditions, commensurate with this chapter, on the development of property covered by those permits.

3. Each application shall be accompanied by:

a. A sediment and erosion control plan.

b. A storm water management plan providing for storm water management during the land disturbing activity and after the activity has been completed.

4. Each application for a ~~land disturbance~~storm water permit shall be accompanied by payment of ~~land disturbance~~storm water permit and other storm water management fees, as adopted by resolution and found in the city fee schedule.

E. Review and Approval of Application.

1. The city engineer will review each application for a ~~land disturbance~~storm water permit to determine its conformance with the provisions of this chapter. Within 15 days after receiving an application, the city engineer shall provide one of the following responses in writing:

a. Approval of the permit application;

b. Approval of the permit application, subject to such reasonable conditions as may be necessary to secure substantially the objectives of this chapter, and issue the permit subject to these conditions; or

c. Denial of the permit application, indicating the reason(s) for the denial.

2. If the city engineer has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by the city engineer. However, the applicant shall be allowed to proceed with his land disturbing activity so long as it conforms to conditions established by the city engineer. No development plans will be released until the ~~land disturbance~~storm water permit has been approved.

F. Permit Duration. Every ~~land disturbance~~storm water permit shall expire and become null and void if substantial work authorized by such permit has not commenced within 180 calendar days of issuance, or is not complete within 18 months from the date of the commencement of construction.

G. Notice of Construction. The applicant must notify the city engineer 10 working days in advance of the commencement of construction. Regular inspections of the storm water management system construction shall be conducted by the city engineer. All inspections shall be documented and written reports prepared that contain the following information:

1. The date and location of the inspection;

2. Whether construction is in compliance with the approved storm water management plan;

3. Variations from the approved construction specifications; and

4. Any violations that exist.

H. Performance Bonds.

1. The city engineer may, at his discretion, require the submittal of a performance security or performance bond prior to issuance of a permit in order to ensure that the storm water practices are installed by the permit holder as required by the approved storm water management plan.

2. The amount of the installation performance security or performance bond shall be the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement.

3. The performance security shall contain forfeiture provisions for failure to complete work specified in the storm water management plan.

4. The applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment or rejection by the city engineer.

5. Alternatively, the city engineer shall have the right to calculate the cost of construction cost estimates.

6. The performance security or performance bond shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer licensed to practice in the state of Utah that the structural BMP has been installed in accordance with the approved plan and other applicable provisions of this chapter.

7. The city engineer will make a final inspection of the structural BMP to ensure that it is in compliance with the approved plan and the provisions of this chapter. Provisions for a partial pro rata release of the performance security or performance bond based on the completion of various development stages can be made at the discretion of the city engineer. [Ord. O-02-2014 (Exh. A)].

## 13.75.110 Storm water system design and management standards.

A. Irrigation Ditches.

1. All existing irrigation ditches located on the site or straddling a site property boundary shall be piped with a sufficient size pipe and shall be coordinated with water user.

2. Property owners are responsible for the protection of irrigation ditches per the relevant sections of this chapter.

3. Discharges to private ditches require written approval from the ditch owners and design shall comply with the terms of approvals and the storm water design standards and regulations and the ~~land disturbance~~storm water permit.

4. Piping of ditches and modification to the diversion boxes require documented coordination with ditch owners or representative but are not required to receive written approval of ditch owners. Design and coordination requirements shall comply with the storm water design standards and regulations and the ~~land disturbance~~storm water permit documents.

B. Storm Water Design and BMP Manuals.

1. Adoption. The municipality adopts as its storm water design and best management practices (BMP) manuals the following publications, which are incorporated by reference in this chapter as if fully set out herein:

a. Eagle Mountain City storm water design standards and regulations.

b. Eagle Mountain City storm water master plan.

c. Guidance document for storm water management (Salt Lake County Public Works Department).

i. These manuals include a list of acceptable BMPs and include specific design performance criteria and operation and maintenance requirements for each storm water practice. The manuals may be updated and expanded from time to time, at the discretion of the governing body of the city, upon the recommendation of the city engineer, based on improvements in engineering, science, monitory and local maintenance experience. Storm water facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to meet the minimum water quality performance standards.

2. General Performance Criteria for Storm Water Management. Unless granted a waiver or judged by the city engineer to be exempt, the following postconstruction performance criteria shall be addressed for storm water management at all sites:

a. Design of storm drain systems in Eagle Mountain City boundaries and discharges into a Eagle Mountain City storm drain system require direct supervision of a Utah registered professional engineer, and shall carry the seal of the same supervising professional engineer.

b. All site designs shall control the peak flow rates of storm water discharge associated with design storms specified in this chapter or in the BMP manual and reduce the generation of postconstruction storm water runoff to preconstruction levels. These practices should seek to utilize pervious areas for storm water treatment and to infiltrate storm water runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

c. To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the BMP manual.

d. Storm water discharges to critical areas with sensitive resources (i.e., cold water fisheries, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain storm water management practices.

e. Storm water discharges from “hot spots” may require the application of specific structural BMPs and pollution prevention practices.

i. Prior to or during the site design process, applicants for ~~land disturbance~~storm water permits shall consult with the city engineer to determine if they are subject to additional storm water design requirements.

f. The calculations for determining peak flows as found in the BMP manual shall be used for sizing all storm water facilities.

C. Minimum Control Requirements.

1. Storm water discharge during all construction activities shall comply with the terms of the ~~land disturbance~~storm water permit, the storm water design standards and regulations, and/or requirements set forth by the building code, and the state of Utah UPDES requirements.

2. Storm water designs shall meet the multi-stage storm frequency storage requirements as identified in the BMP manual unless the city engineer has granted the applicant a full or partial waiver for a particular BMP.

3. Runoff rates from one lot to another may not exceed pre-existing conditions or in such a manner that may unreasonably and unnecessarily cause more harm than formerly.

4. If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the city engineer may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

D. Storm Water Management Plan Requirements. Property owners are responsible to manage storm water runoff and sediment, whether in conduit systems or on the surface, that ~~traverse~~traverses or ~~originate~~originates on their property~~, unless this responsibility is relinquished through~~. In order to manage stormwater, the ~~terms~~property owner must develop and ~~conditions of an easement.~~implement a storm water management plan. The storm water management plan shall include sufficient information to allow the city engineer to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing storm water generated at the project site. To accomplish this goal, the storm water management plan shall include the following:

1. Topographic Base Map. A one inch equals 500 feet topographic base map of the site which extends a minimum of 1,000 feet beyond the limits of the proposed development and indicates:

a. Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands, and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;

b. Current land use including all existing structures, locations of utilities, roads, and easements;

c. All other existing significant natural and artificial features;

~~d.~~ 2. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading;

~~e.~~ 3. Proposed structural BMPs;

~~f.~~ 4. A written description of the site plan and justification of proposed changes in natural conditions may also be required.

~~g.~~ 5. Calculations. Hydrologic and hydraulic design calculations for the predevelopment and postdevelopment conditions for the design storms specified in the BMP manual. These calculations must show that the proposed storm water management measures are capable of controlling runoff from the site in compliance with this chapter and the guidelines of the BMP manual. Such calculations shall include:

i. A description of the design storm frequency, duration, and intensity where applicable;

ii. Time of concentration;

iii. Soil curve numbers or runoff coefficients including assumed soil moisture conditions;

iv. Peak runoff rates and total runoff volumes for each watershed area;

v. Infiltration rates, where applicable;

vi. Culvert, storm water sewer, ditch and/or other storm water conveyance capacities;

vii. Flow velocities;

viii. Data on the increase in rate and volume of runoff for the design storms referenced in the BMP manual; and

ix. Documentation of sources for all computation methods and field test results.

~~2~~6. Soils Information. If a storm water management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.

~~3~~7. Maintenance and Repair Plan. The design and planning of all storm water management facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a storm water management facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan. A permanent elevation benchmark shall be identified in the plans to assist in the periodic inspection of the facility.

~~4~~8. Landscaping Plan. The applicant must present a detailed plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. Where it is required by the BMP, this plan must be prepared by a registered landscape architect licensed in Utah.

E. Maintenance Easements. The applicant must ensure access to the site for the purpose of inspection and repair by securing all the maintenance easements needed. These easements must be binding on the current property owner and all subsequent owners of the property and must be properly recorded in the land record.

F. Maintenance Agreement. The owner of property ~~to be~~ served by an on-site storm water management facility must execute ~~an inspection and~~a maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

1. Assign responsibility for the maintenance and repair of the storm water facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.

2. Provide for ~~a periodic~~an annual inspection ~~by the property owner~~ for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner ~~will~~shall arrange for this inspection to be conducted by a ~~registered professional engineer licensed to practice in the state~~qualified inspector, as defined by the Utah Division of ~~Utah~~Water Quality, who will submit a sealed report of the inspection to the city engineer. ~~It shall also grant~~ If available, a property owner may elect to have the City's Public Works Department perform the annual inspection. Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the City Fee Schedule.

3. Grant permission to the city or the city's consultants to enter the property at reasonable times and to inspect the storm water facility to ensure that it is being properly maintained.

3. Provide that the minimum maintenance and repair needs include, but are not limited to, the removal of silt, litter and other debris, the cutting of grass, grass cuttings and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other storm water facilities. It shall also provide that the property owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the BMP manual.

4. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the city engineer.

5. Provide that if the property is not maintained or repaired within the prescribed schedule, the city engineer shall perform the maintenance and repair at its expense, and bill the same to the property owner. The maintenance agreement shall also provide that the city engineer's cost of performing the maintenance shall be a lien against the property.

G. Dedication. The municipality shall have the discretion to accept the dedication of any existing or future storm water management facility, provided such facility meets the requirements of this chapter, and includes adequate and perpetual access and sufficient areas, by easement or otherwise, for inspection and regular maintenance. Any storm water facility accepted by the municipality must also meet the municipality's construction standards and any other standards and specifications that apply to the particular storm water facility in question.

H. Sediment and Erosion Control Plans. The applicant must prepare a sediment and erosion control plan for all construction activities. The sediment and erosion control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. The plan shall be sealed by a registered professional engineer licensed in the state of Utah. The plan shall also conform to the requirements found in the BMP manual, and shall include at least the following:

1. Project Description. Briefly describe the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.

2. A topographic map with contour intervals of five feet or less showing present conditions and proposed contours resulting from land disturbing activity.

3. All existing drainage ways, including intermittent and wet weather. Include any designated floodways or flood plains.

4. A general description of existing land cover. Individual trees and shrubs do not need to be identified.

5. Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.

6. Approximate limits of proposed clearing, grading and filling.

7. Approximate flows of existing storm water leaving any portion of the site.

8. A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.

9. Location, size and layout of proposed storm water and sedimentation control improvements.

10. Proposed drainage network.

11. Proposed drain tile or waterway sizes.

12. Approximate flows leaving site after construction and incorporating water runoff mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting storm water off site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off site, etc.

13. The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention facilities or any other structural BMPs.

14. Specific remediation measures to prevent erosion and sedimentation runoff. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and nonvegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.

15. Specific details for: the construction of rock pads, wash down pads, and settling basins for controlling erosion; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the city engineer. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day by machine, broom or shovel to the satisfaction of the city engineer. Failure to remove the sediment, soil or debris shall be deemed a violation of this chapter.

16. Proposed structures; location (to the extent possible) and identification of any proposed additional buildings, structures or development on the site.

17. A description of on-site measures to be taken to recharge surface water into the ground water system through infiltration. [Ord. O-02-2014 (Exh. A)].

## 13.75.120 Final construction.

A. As-Built Plans. All applicants are required to submit actual as-built plans for any structures located on site after final construction is completed. The plan must show the final design specifications for all storm water management facilities and must be sealed by a registered professional engineer licensed to practice in Utah. A final inspection by the city engineer is required before any performance security or performance bond will be released. The city engineer shall have the discretion to adopt provisions for a partial pro rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMPs have been made and accepted by the city engineer.

B. Landscaping and Stabilization Requirements. Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be revegetated according to a schedule approved by the city engineer. The following criteria shall apply to revegetation efforts:

1. Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over 90 percent of the seeded area.

2. Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.

3. Any area of revegetation must exhibit survival of a minimum of 75 percent of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum 75 percent survival for one year is achieved.

4. In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.

C. Inspection of Storm Water Management Facilities. Periodic inspections of facilities may be performed.

D. Records of Installation and Maintenance Activities. Parties responsible for the operation and maintenance of a storm water management facility shall make records of the installation of the storm water facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three years. These records shall be made available to the city engineer during inspection of the facility and at other reasonable times upon request.

E. Failure to Meet or Maintain Design or Maintenance Standards. If a responsible party fails or refuses to meet the design or maintenance standards required for storm water facilities under this chapter, the city engineer, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the storm water management facility becomes a danger to public safety or public health, the city engineer shall notify in writing the party responsible for maintenance of the storm water management facility. Upon receipt of that notice, the responsible person shall have 15 days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the city engineer may take necessary corrective action. The cost of any action by the city engineer under this section shall be charged to the responsible party. [Ord. O-02-2014 (Exh. A)].

## 13.75.130 Postconstruction.

A. General. Every applicant shall provide for postconstruction storm water management as required by this chapter, unless a written request is filed to waive this requirement. Requests to waive the storm water management plan requirements shall be submitted to the city engineer for approval.

B. Conditions for Waiver. The minimum requirements for storm water management may be waived in whole or in part upon written request of the applicant; provided, that at least one of the following conditions applies:

1. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter.

2. Alternative minimum requirements for on-site management of storm water discharges have been established in a storm water management plan that has been approved by the city engineer.

3. Provisions are made to manage storm water by an off-site facility. The off-site facility must be in place and designed to provide the level of storm water control that is equal to or greater than that which would be afforded by on-site practices. Further, the facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility.

C. Downstream Damage, etc., Prohibited. In order to receive a waiver, the applicant must demonstrate to the satisfaction of the city engineer that the waiver will not lead to any of the following conditions downstream:

1. Deterioration of existing culverts, bridges, dams, and other structures;

2. Degradation of biological functions or habitat;

3. Accelerated streambank or streambed erosion or siltation;

4. Increased threat of flood damage to public health, life or property.

D. ~~Land Disturbance Permit~~Storm water permit Not to Be Issued Where Waiver Requested. No ~~land disturbance~~storm water permit shall be issued where a waiver has been requested until the waiver is granted. If no waiver is granted, the plans must be resubmitted with a storm water management plan. [Ord. O-02-2014 (Exh. A)].

## 13.75.140 Existing locations and developments.

A. Requirements for All Existing Locations and Developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of the ordinance codified in this chapter:

1. Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP manual and on a schedule acceptable to the city engineer.

2. Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.

3. Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, etc., to prevent erosion.

4. Trash, junk, rubbish, etc., shall be cleared from drainage ways.

5. Storm water runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:

a. Detention ponds;

b. Extended detention ponds;

c. Wet ponds;

d. Alternative storage measures;

e. Constructed wetlands;

f. Infiltration systems;

g. Filtering systems; and

h. Open channels.

B. Requirements for Existing Problem Locations. The city engineer shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problem affecting such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.

C. Inspection of Existing Facilities. The city engineer may, to the extent authorized by state and federal law, establish inspection programs to verify that all storm water management facilities, including those built before as well as after the adoption of the ordinance codified in this chapter, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the municipality's NPDES/UPDES storm water permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, ground water, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.

D. Business License. Upon application for a business license, and upon annual business license renewal, the owners of property served by an on-site storm water management facility shall ensure the property is covered by a storm water management plan and a management agreement. Upon annual business license renewal, the on-site storm water management facility shall be inspected by a registered storm water inspector in the State of Utah for compliance with the LTSWP and LTSWMA who will submit a sealed report of the inspection to the City Public Works Department. If available, a property owner may elect to have the City's Public Works Department perform the annual inspection. Each application for an inspection shall be accompanied by payment of the inspection and other storm water management fees, as adopted by resolution and found in the City Fee Schedule. Any maintenance needs identified in the inspection report must be addressed in a timely manner, on a schedule to be determined by the Public Works Department. If the property is not maintained or repaired within the prescribed schedule, the Public Works Department shall perform the maintenance and repair at its expense, and bill the same to the property owner. If not paid within 30 days, the cost of performing the maintenance may be filed as a lien against the property.

E. Corrections of Problems Subject to Appeal. Corrective measures imposed by the city engineer under this section are subject to appeal as set forth in this chapter. [Ord. O-02-2014 (Exh. A)].

## 13.75.150 Illicit discharges.

A. Scope. This section shall apply to all water generated on developed or undeveloped land entering the municipality's separate storm sewer system.

B. Prohibition of Illicit Discharges. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of storm water. The commencement, conduct or continuance of any non-storm-water discharge to the municipal separate storm sewer system is prohibited except uncontaminated discharges from the following sources:

1. Water line flushing or other potable water sources,

2. Landscape irrigation or lawn watering with potable water,

3. Diverted stream flows,

4. Rising ground water,

5. Ground water infiltration to storm drains,

6. Uncontaminated pumped ground water,

7. Foundation or footing drains,

8. Crawl space pumps,

9. Air conditioning condensation,

10. Springs,

11. Natural riparian habitat or wetland flows,

12. Swimming pools (if dechlorinated – typically less than one PPM chlorine),

13. Firefighting activities, and

14. Any other uncontaminated water source.

15. Discharges specified in writing by the city engineer as being necessary to protect public health and safety.

The prohibition shall not apply to any non-storm-water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the state of Utah Division of Water Quality; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system.

C. Prohibition of Illicit Connections.

1. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practice applicable or prevailing at the time of connection.

D. Reduction of Storm Water Pollutants by the Use of Best Management Practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

E. Notification of Spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into storm water, or the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, the person shall notify the city engineer in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the city engineer within three business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such

establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least two years. [Ord. O-02-2014 (Exh. A)].

## 13.75.160 Enforcement.

A. Enforcement Authority. The city engineer or his designees shall have the authority to issue notices of violation, stop work orders, and citations, and to impose the civil penalties provided in this section.

1. With the issuance of a city storm water permit, the city engineer shall be permitted to enter and inspect facilities subject to this chapter at all reasonable times and as often as necessary to determine compliance. Failure to comply with the terms of this chapter may result in punitive actions by Eagle Mountain City ordinance enforcement, by Utah County Health Department or by other means identified in permits or terms set forth in development applications.

2. Notification of Violation.

a. Written Notice. Whenever the city engineer finds that any permittee or any other person discharging storm water has violated or is violating this chapter or a permit or order issued hereunder, the director may serve upon such person written notice of the violation. Within 10 days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the director. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

b. Consent Orders. The director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders.

c. Show Cause Hearing. The director may order any person who violates this chapter, or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 10 days prior to the hearing.

d. Compliance Order. When the director finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures, or devices, be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

e. Cease and Desist Orders. When the director finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the director may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

i. Comply forthwith; or

ii. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.

f. Conflicting Standards. Whenever there is a conflict between any standard contained in this chapter and in the BMP manual adopted by the municipality under this chapter, the strictest standard shall prevail.

g. Violations. Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the city engineer, shall be guilty of a Class C misdemeanor. [Ord. O-02-2014 (Exh. A)].

## 13.75.170 Penalties.

A. Under the authority provided in Section 4-2-15, Utah Code Annotated, the city declares that any person violating the provisions of this chapter may be assessed a fine by the city engineer of not less than $50.00 and not more than $5,000 per day for each day of violation. Each day of violation shall constitute a separate violation.

B. Measuring Civil Penalties. In assessing a civil penalty, the city engineer may consider:

1. The harm done to the public health or the environment;

2. Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;

3. The economic benefit gained by the violator;

4. The amount of effort put forth by the violator to remedy this violation;

5. Any unusual or extraordinary enforcement costs incurred by the municipality;

6. The amount of penalty established by ordinance or resolution for specific categories of violations; and

7. Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

C. Recovery of Damages and Costs. In addition to the civil penalty above, the municipality may recover: (1) all damages proximately caused by the violator to the municipality, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation, or (2) the costs of the municipality's maintenance of storm water facilities when the user of such facilities fails to maintain them as required by this chapter.

D. Other Remedies. The municipality may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

E. Remedies Cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted. [Ord. O-02-2014 (Exh. A)].

## 13.75.180 Appeals.

A. Appeals. Pursuant to Section 10-9a-707, Utah Code Annotated, any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the city council.

B. Appeals to Be in Writing. The appeal shall be in writing and filed with the city recorder or clerk within 15 days after the civil penalty and/or damage assessment is served in any manner authorized by law.

C. Public Hearing. Upon receipt of an appeal, the city council shall hold a public hearing within 30 days. Notice of the hearing shall be provided to the aggrieved party. The decision of the governing body of the municipality shall be final.

D. Appealing Decisions of the Municipality's Governing Body. Any alleged violator may appeal a decision of the city council pursuant to the provisions of Section 10-9a-707, Utah Code Annotated. [Ord. O-02-2014 (Exh. A)].

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| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |

| | | | |
|---|---|---|---|
| **TITLE:** | ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization. | | |
| **ITEM TYPE:** | Development Code Amendment | | |
| **FISCAL IMPACT:** | Per meeting stipend plus technology supplies | | |
| **APPLICANT:** | Staff & City Council | | |
| **GENERAL PLAN DESIGNATION** | **CURRENT ZONE** | **ACREAGE** | **COMMUNITY** |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Steve Mumford, Planning

**PRESENTED BY:**
Jeremy Cook, City Attorney

**RECOMMENDATION:**
Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 17.15.030 Planning Commission Organization as proposed *(or as amended)*.

**BACKGROUND:**
Utah Code 10-9a-301 requires each municipality to enact an ordinance establishing a planning commission. The ordinance must define the number and terms of the members (and, if the municipality chooses, alternate members), the mode of appointment, the procedures for filling vacancies and removal from office, the authority of the planning commission, the rules of order and procedure for use by the planning commission in a public meeting, and other details relating to the organization and procedures of the planning commission.

Councilmember Wright consulted with Mayor Westmoreland and requested a change to City Code to allow for an Alternate Planning Commission member who would be involved in the discussions during meetings and have the ability to vote in the absence of a regular member. The City Attorney drafted a proposed amendment that allows for this to happen. The amendment removes some unnecessary language, requires the Mayor to provide notice to the City Council of the planned appointee for their feedback, allows for

the removal of the member, and allows them to serve a term of three years or until they are appointed as a regular member or removed from the Commission.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**
On June 14 the Planning Commission reviewed this proposal and ultimately voted (3-1; Commissioner Pengra dissenting, Commissioner Wells excused) to recommend approval with the following changes (the proposed amendment has been modified to include these changes):

1. Section B - allow the alternate member to vote if a regular member is absent or if a regular member recuses themselves from an agenda item.
2. Section C - the alternate member shall serve a term of 3 years or until appointed as a regular member of the Commission.

Several concerns with the proposal were brought up and discussed by the Commission, including the possibility of a 7-member commission, the potential political nature of having an alternate, concern with the language that required notice by the Mayor to the Council within a certain timeframe (overcomplication of the appointment process), the additional cost of providing the iPad Pro and the per meeting stipend to another commissioner, the possibility that by having a "backup" member a regular member may be more inclined to miss a meeting occasionally, and others.

Discussion in support of the proposal included the benefit of having an alternate member fill in during any temporary vacancy (5 members have been present at only 3 of the last 10 commission meetings), having someone ready to take the place of a regular member without requiring additional training, providing one more set of eyes on projects/applications, and providing extra protection to make sure meetings aren't canceled due to the lack of a quorum.

**ATTACHMENTS:**

ORD--EMMC 17.15.030 Planning Commission Organization

EMMC 17.15.030 Planning Commission Organization - Redlines

# ORDINANCE NO. O-  -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
SECTION 17.15.030 PLANNING COMMISSION ORGANIZATION**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Section 17.15.030 Planning Commission Organization, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code, Section 17.15.030 Planning Commission Organization.

2. The amendment to Section 17.15.030 Planning Commission Organization, as described in Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City this 21st day of June, 2022.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Lianne Pengra, CMC
Chief Deputy Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of June, 2022.

| Those voting aye: | Those voting nay: | Those excused: | Those abstaining: |
|---|---|---|---|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis | ☐ Colby Curtis |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love | ☐ Carolyn Love |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

_____
Lianne Pengra, CMC
Chief Deputy Recorder

Posted on _____ by _____ .

# Exhibit A

17.15.030 Planning commission – Organization.

A The planning commission shall be established, as authorized by Section 10-9a-~~2~~301, et seq., Utah Code Annotated 1953.

B. ~~Five~~ Six Members. The planning commission shall consist of five regular members and one alternate member. The five regular members of the planning commission shall be entitled to attend all meetings and vote on all issues. The alternate member is encouraged to attend all meetings and can fully participate in all meeting discussions, but the alternate member shall only vote if a regular member is not in attendance or if a regular member recuses themselves from an agenda item. ~~The mayor, with the advice and consent of the city council, shall appoint members to the planning commission.~~

C. Terms. ~~Planning commission~~ The regular members of the planning commission shall serve terms of three years~~, except those members initially appointed, who shall serve terms, as set by lottery, of up to six years, in order to provide for the annual appointment or reappointment of at least one member~~. The alternate member shall serve a term of three years or until appointed as a regular member of the planning commission or removed in accordance with subsection G.

D. Vacancies. The mayor shall, with the advice and consent of the city council, fill any vacancy within 30 days of the death, resignation, or removal of a member, or the expiration of a member's term. The term of such appointment shall be for the remainder of the unexpired term.

E. Notice to Council. Not less than five days prior to publicly noticing the possible appointment of any person to the planning commission, the mayor shall provide to each member of the city council the name, and application or resume if available, of each person the mayor is considering appointing to the planning commission. Members of the city council may individually provide the mayor with feedback or recommendations regarding each potential appointment.

F. Bylaws. The planning commission shall elect officers and adopt policies, bylaws and procedures for the conduct of its internal business, in accordance with state law and this title.

G. Removals. Any planning commission member may be removed with or without cause by the mayor with the advice and consent of the city council. ~~Planning commission members may be removed for failure to attend meetings, as provided by the planning commission's policies and procedures.~~ Planning Commission m~~M~~embers may also be removed for cause by the city council~~, based on written charges and~~ after a hearing before the city council, if such a hearing is requested by the member, at which the city council shall vote on removal of the planning commission member~~s~~. [Ord. O-23-2005 § 3 (Exh. 1(1) § 3.3)].

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| EAGLE MOUNTAIN | **EAGLE MOUNTAIN CITY**<br>**CITY COUNCIL MEETING**<br>**JUNE 21, 2022** |
| **TITLE:** | Fraud Risk Assessment |
| **ITEM TYPE:** | Communication Item |
| **FISCAL IMPACT:** | |
| **APPLICANT:** | |

| GENERAL PLAN DESIGNATION | CURRENT ZONE | ACREAGE | COMMUNITY |
|---|---|---|---|
| | | | |

**PUBLIC HEARING:**
No

**PREPARED BY:**
Kimberly Ruesch, Admin

**PRESENTED BY:**

**RECOMMENDATION:**

**BACKGROUND:**
In 2020 the Office of the State Auditor implemented a program designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of the identified best practices. The Assessment is not a replacement or duplication of the internal control assessment performed by an independent auditor as part of a financial statement audit. While they are both risk assessments, their methodologies and purposes are distinct. The assessment is performed internally each year and provided to the Council before the end of the fiscal year.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**
Eagle Mountain City's risk level falls within the "Low" category.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

## UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects
7-Eleven Rezone and Site Plan
America First Credit Union Site Plan
Browns Meadow Preliminary Plat
Eagle Plaza (Formerly Betos) Site Plan
Family First Dentistry Site Plan
Harmony Phase A, Plat 14 Site Plan
Lone Tree Phase F, Plat 3 Preliminary Plat
Mountain America Credit Union Site Plan
Overland Village 2 Phase A Preliminary Plat
Parkway Fields Phase C Site Plan and Preliminary Plat
Pole Canyon MDA/MDP Amendment

Code Amendments
Commercial District Node Overlay
Industrial Zone
Landscaping Timing Requirements
Multifamily Commercial Design Standards
Neighborhood Improvement Codes
Private Road Standards/Intersections
Water-wise Landscaping