



EAGLE MOUNTAIN CITY COUNCIL MEETING

June 20, 2023, 3:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

3:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS - *Please Note the Earlier Start Time*

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 DISCUSSION - Affordable Housing Master Plan - Lewis, Young, Robertson, and Burningham

1.B UPDATE - City Administrator Items

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.

CONSENT AGENDA

9. AGREEMENTS

- 9.A [Parkway Fields Well 8 Property Purchase Agreement - BCP Development](#)
[Parkway Fields Well Site Purchase Contract](#)
- 9.B [Water Supply Agreement - Central Utah Water Conservancy District](#)
[CWP Water Supply Agreement FY 2023A - DRAFT](#)

10. BID AWARDS

- 10.A [Tertiary Treatment and Algae Control Design - JWO Engineering](#)
[JWO Fee Proposal](#)

11. BOND RELEASES

- 11.A [SilverLake Plat 33 - Into Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)

12. CHANGE ORDERS

- 12.A [Well 8 Drilling Change Order #1 - Grimshaw Drilling LLC](#)
[Test Pumping Estimate](#)

13. MINUTES

- 13.A [June 6, 2023 Minutes - Regular City Council Meeting](#)
[06.06.2023 City Council Minutes - DRAFT](#)

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2023-2024 Budget 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 2, 2023 and a public hearing was held on June 6, 2023. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2023-2024.

[ORD--FY 2024 Budget and Certified Tax Rate Adoption](#)
[2023 Certified Property Tax Rate](#)
[FY 2023-2024 Budget](#)
[Capital Improvement Plan 2023-2028](#)

- 14.B [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fourth and Final Amendment to the Fiscal Year 2022-2023 Annual Budget.](#)

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 fourth and final budget amendment for Fiscal Year 2022-2023.

[ORD--FY 2023 Budget Amendment #4](#)
[Summary](#)
[Change By Fund](#)
[Exhibit A](#)

15. **POLE CANYON/FIREFLY**

- 15.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon \(AKA Firefly\) Master Development Plan.](#)

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed applications include an amendment to the Pole Canyon Master Development Plan and an Amended and Restated Master Development Agreement. The project is located on approximately 2,786 acres (per latest Applicant update of June 8th) in portions of Utah County Parcel Sections 16 through 21, lying generally in the southwest area of the City.

[ORD--Pole Canyon MDP Amendment #1 \(Firefly\)](#)
[Summary of Updates to Firefly as of 06.13.23](#)
[Pole Canyon vs Firefly](#)
[ARMDA \(2023-06-13\)](#)
[ARMDA Redlines \(2023-06-13\)](#)
[Technical Guidelines](#)
[Land Use Master Plan](#)
[Community Plan](#)
[Exhibit I to ARMDA -- Parks Plans \(A, C and White Hills\)](#)
[Exhibit L to ARMDA - Data Center Overlay Zone](#)

- 15.B [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known as Firefly.](#)
[RES--Amended and Restated Pole Canyon MDA \(Firefly\)](#)
- 15.C [RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as Independent Districts; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving of an Annexation Area; Appointing Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters.](#)

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed resolution relates to the creation of ten public infrastructure districts in the Firefly Master Development Area.

RES--Firefly Public Infrastructure Districts
Governing Document - Firefly PID No 1
Final Local Entity Plats
Initial PID Boundaries & Annexation Area
Petition for the Creation of Firefly PIDs 1 - 10

16. ORDINANCES/PUBLIC HEARINGS

- 16.A **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting an Updated Impact Fee Enactment for a Wastewater Impact Fee; Providing for the Calculation and Collection of Such Fees; Providing for Appeal, Accounting, and Severability of the Same; and Other Related Matters.**

BACKGROUND: *(Presented by City Engineer Chris Trusty)* The Wastewater Impact Fee Enactment adopts the Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) and implements the impact fees recommended through ordinance. Once adopted, there is a 90-day waiting period before the revised impact fees can be assessed to new building permits. The IFA recommends the maximum reasonable impact fee that could be charged to new development based on provisions in the State Code.

ORD--Wastewater Impact Fee Enactment
Wastewater Impact Fee Analysis
Wastewater Impact Fee Facilities Plan

- 16.B **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 16.56 Vacation of Rights-of-Way.**

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance enacts EMMC Chapter 16.56 Vacation of Rights-of-Way to allow for the vacation of public streets and alleys without having to execute a plat amendment. The code changes were previously presented as part of an omnibus package to the Planning Commission.

ORD--EMMC 16.56 Vacation of Rights-of-Way
EMMC 16.56 Vacation of Rights-of-Way - Redlines

- 16.C **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 17.10 Definitions, 17.25 Residential Zones, 17.72 Commercial and Multifamily Design Standards, and 17.55 Off-**

street Parking Regarding Alleys and Service Drives, Fire Department-related Access Standards, and ADA Parking Standards.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance includes amendments to Title 17 that provide definitions and parameters for alleys, service drives and ADA parking clarifications. The code changes were previously presented as part of an omnibus package to the Planning Commission.

ORD--EMMC Title 17 Changes - Alleys & Service Drives, Fire Department-related Access, ADA Parking

EMMC Title 17 Alleys and Service Drives, Fire Department Related Access, ADA Parking - Redlines

- 16.D ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.10 Definitions, Chapter 17.38 Commercial Storage Zone, and Chapter 17.40 Industrial Zone, Regarding Caretaker Dwellings.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance amends EMMC Chapter 17.10 Definitions to add "Caretaker Dwelling," and amends Chapter 17.38 Commercial Storage Zone and Chapter 17.40 Industrial Zone to permit a caretaker dwelling as a conditional use in each zone.

ORD--EMMC Title 17 Changes - Caretaker Dwellings

EMMC 17.10, 17.38, & 17.40 Caretaker Dwellings - Redlines

- 16.E ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.75 Standards for Special Uses, and Sections 17.20.050 Conditional Uses (Agriculture Zone), 17.35.030 Land Use Table (Commercial Zones), and 17.40.040 Conditional Uses (Industrial Zone) Regarding Automobile Sales, Kennels, Racetracks, and Communication Facility Generators.

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed ordinance adds kennels as a Conditional Use in the Agriculture and Industrial Zones, adds racetracks as a Conditional Use in the Industrial Zone, outlines Special Use standards for automobile sales and racetrack uses, and permits generators in conjunction with communication facilities and towers. The amendment also removes superscript "5" from the Commercial Zone Land Use Table; the footnote stating, "These special uses are considered prohibited until special use standards specific to these uses are approved and included in Chapter 17.75 EMMC."

ORD--EMMC Title 17 Changes - Automobile Sales, Kennels, Racetracks, Communication Facility Generators

EMMC 17.20.050, 17.35.030, 17.40.040, and 17.75 - Redlines

17. ORDINANCES

- 17.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 2.16.030 Hiring and Employment Terms to Remove Reference to a Six-Month Severance Stipulation.](#)

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed ordinance amends Eagle Mountain Municipal Code Section 2.16.030 Hiring and Employment Terms to remove the stipulation that severance benefits for a city administrator shall not exceed six months.

[ORD--EMMC 2.16.030 Hiring and Employment Terms](#)
[EMMC 2.16.030 Hiring and Employment Terms - Redlines](#)

18. AGREEMENT

- 18.A [AGREEMENT - Approving an Amended and Restated Agreement between Eagle Mountain City and Paul Jerome for City Administrator Services.](#)

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed agreement updates the terms of the City Administrator Services Agreement.

[Amended and Restated Agreement for City Administrator Services](#)

19. LEGISLATIVE ITEMS

- 19.A [Legislative Priorities List](#)
- 19.B 2023 Municipal Election Dates

20. 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.

21. CITY COUNCIL/MAYOR'S BUSINESS

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

22. COMMUNICATION ITEMS

- 22.A Financial Report
[Executive Summary May 2023](#)
- 22.B [Fiscal Year 2023 Fraud Risk Assessment](#)
[Fraud Risk Assessment](#)

22.C Upcoming Agenda Items
[Upcoming Agenda Items](#)

23. **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 15th day of June, 2023, 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



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	Parkway Fields Well 8 Property Purchase Agreement - BCP Development		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$41,600		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty, City Engineer

RECOMMENDATION:

Staff recommends the City Council approve the real estate purchase agreement for the Well 8 property in the amount of \$41,600, and authorize the Mayor to sign the contract.

BACKGROUND:

City staff have worked with Flagship Homes to secure a location in the Parkway Fields MDA area to provide a site for a wellhouse (well 8). After an initial location was proposed by Flagship, an alternate location was approved as requested by City staff to provide better access. The terms of the sale of this property were included in the development agreement, but as the costs exceed \$40,000, the agreement is being brought to the City Council for approval.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Parkway Fields Well Site Purchase Contract](#)

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 06 day of June, 20 23 ("Offer Reference Date") Eagle Mountain City ("Buyer") offers to purchase from BCP Development Inc ("Seller") the Property described below and ☐ delivers to the Buyer's Brokerage with this offer, or ☐ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 0.00 in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: Approx 3200 N 2600 E

also described as: _____
City of Eagle Mountain County of Utah, State of Utah, Zip 84005 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) Nothing additional included

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 41,600.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ <u>0.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ _____	(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
\$ _____	(c) Seller Financing (see attached Seller Financing Addendum)
\$ <u>41,600.00</u>	(d) Balance of Purchase Price in Cash at Settlement
\$ <u>41,600.00</u>	PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☒ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Closing;** ☐ _____ **Hours after Closing;** ☐ _____ **Calendar Days after Closing;** ☐ **Other (explain)** _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Kameron Spencer, represents ☒ **Seller** ☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage Allegiant Real Estate, represents ☐ **Seller** ☐ both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents ☐ **Buyer** ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents ☐ **Buyer** ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [] IS ☒ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: [] IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: [] IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ _____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1
☐ Seller Financing Addendum ☐ Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ SHALL ☐ MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>06/30/2023</u>	(Date)
(b) Due Diligence Deadline	<u>06/30/2023</u>	(Date)
(c) Financing & Appraisal Deadline	<u>06/30/2023</u>	(Date)
(d) Settlement Deadline	<u>06/30/2023</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [☒] PM Mountain Time on 06/23/2023 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)
---------------------	--------------	---------------------	--------------

<u>Eagle Mountain City</u>	<u>1650 Stagecoach Run Eagle Mountain UT</u>	<u>84005</u>	<u>(801) 789-6671</u>
(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
--------------------------------	------------------	------------	---------

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- [] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- [] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)	(Date)	(Time)	(Seller's Signature)	(Date)	(Time)
----------------------	--------	--------	----------------------	--------	--------

<u>BCP Development Inc</u>	<u>300 S 1350 E St 200 Lehi UT</u>	<u>84043</u>	<u>(801) 766-4442</u>
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
---------------------------------	------------------	------------	---------

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** [☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 06/06/2023, including all prior addenda and counteroffers, between Eagle Mountain City as Buyer, and BCP Development Inc as Seller, regarding the Property located at Approx 3200 N 2600 E, Eagle Mountain, UT 84005. The following terms are hereby incorporated as part of the REPC:
The following contract provisions are hereby adopted into the Purchase Contract:

1. Release of CC&R's for the city well site.

The well site lot is located within the Parkway Fields (aka Ault Farms) master planned Subdivision in Eagle Mountain City.
Seller shall cause the Property to be released from any CC&R's against the property in conjunction with the closing.

2. Legal Description:

PROPOSED CITY WELL SITE (LOT 179 PARKWAY FIELDS PLAT E)

A parcel of land located in the Southwest Quarter of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian, described as follows:

Beginning at a point located N89°54'05"W along the Section Line 510.34 feet and North 1582.27 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N03°29'34"E 78.89 feet; thence along the arc of a curve to the right 22.85 feet with a radius of 15.00 feet through a central angle of 87°17'03", chord: N47°08'06"E 20.70 feet; thence S89°13'23"E 135.86 feet; thence S03°29'34"W 93.19 feet; thence N89°13'23"W 150.17 feet; to the point of beginning.

Contains: ±0.32 Acres
±13,935 Sq. Ft.

See attached legal description and maps for additional reference

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same.
[☐] Seller [☒] Buyer shall have until 5:00 [☐] AM [☒] PM Mountain Time on 06/23/2023 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[☐] Buyer [☐] Seller Signature (Date) (Time) [☐] Buyer [☐] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] **ACCEPTANCE:** [☐] Seller [☐] Buyer hereby accepts the terms of this ADDENDUM.

[☐] **COUNTEROFFER:** [☐] Seller [☐] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

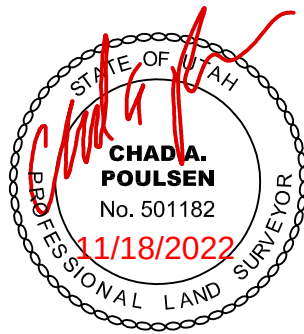
[☐] **REJECTION:** [☐] Seller [☐] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**



ENGINEERS
SURVEYORS
PLANNERS



LEGAL DESCRIPTION
PREPARED FOR
FLAGSHIP HOMES
Job No. 19-0046
(November 18, 2022)

PROPOSED CITY WELL SITE (LOT 179 PARKWAY FIELDS PLAT E)

A parcel of land located in the Southwest Quarter of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian, described as follows:

Beginning at a point located N89°54'05"W along the Section Line 510.34 feet and North 1582.27 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N03°29'34"E 78.89 feet; thence along the arc of a curve to the right 22.85 feet with a radius of 15.00 feet through a central angle of 87°17'03", chord: N47°08'06"E 20.70 feet; thence S89°13'23"E 135.86 feet; thence S03°29'34"W 93.19 feet; thence N89°13'23"W 150.17 feet; to the point of beginning.

Contains: ±0.32 Acres
±13,935 Sq. Ft.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture



- A Utah Corporation -
**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

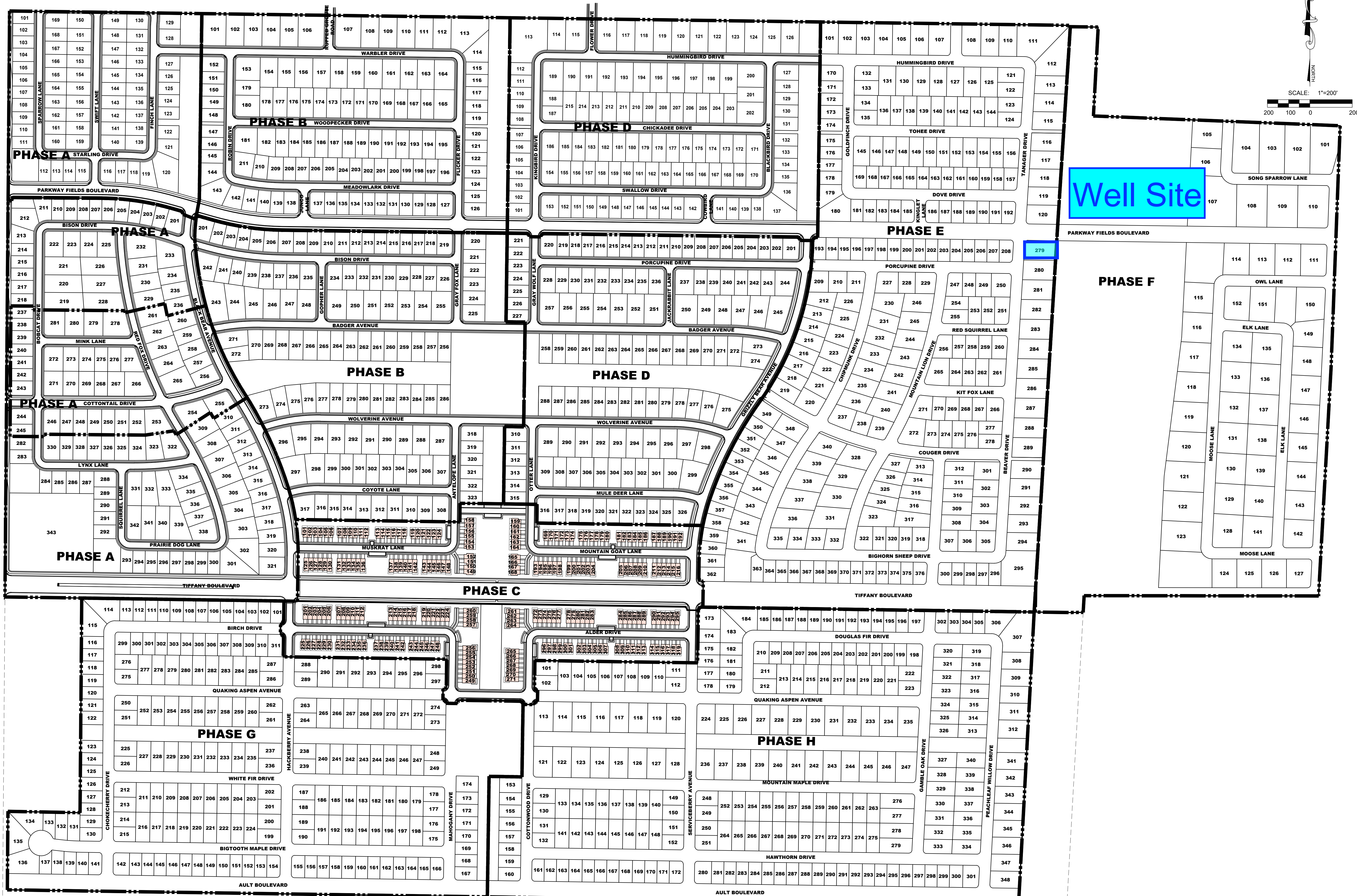
PARKWAY FIELDS
EAGLE MOUNTAIN, UTAH
MASTER CONCEPT

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #:
2019-0046
DRAWN BY:
BJP
DESIGNED BY:
BCT
SCALE:
1"=200'
DATE:
01/18/2023

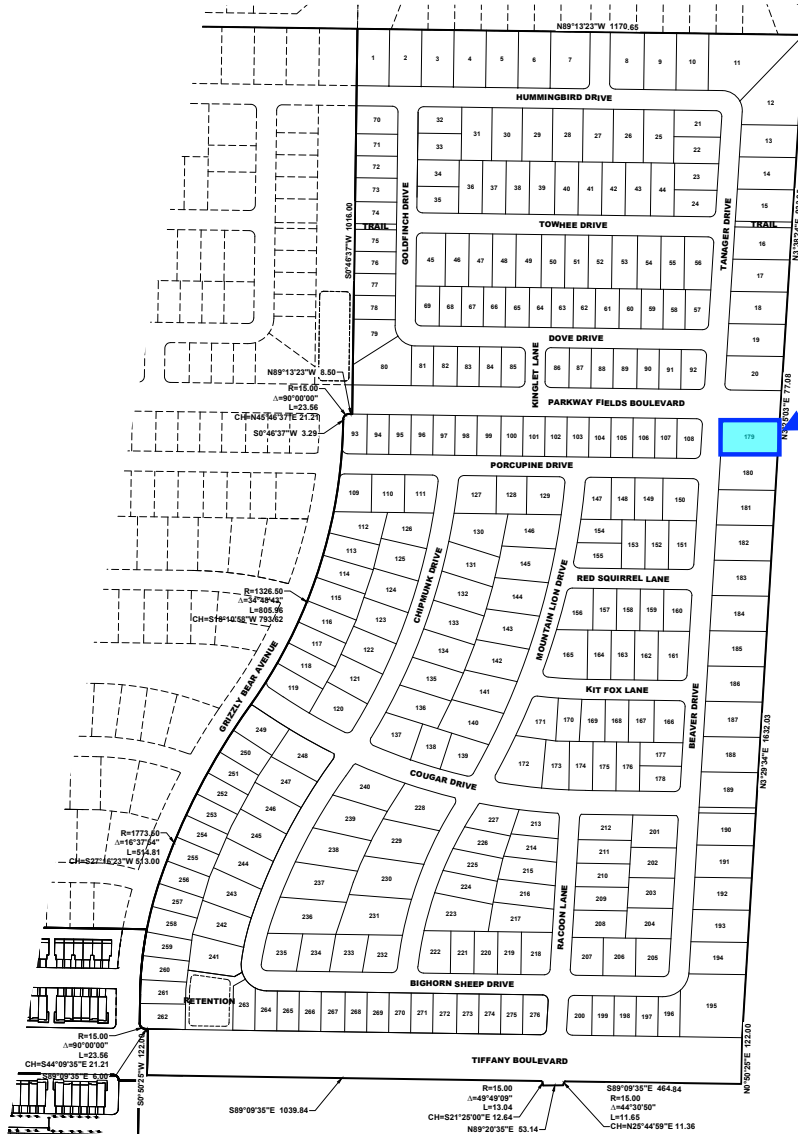
SHEET

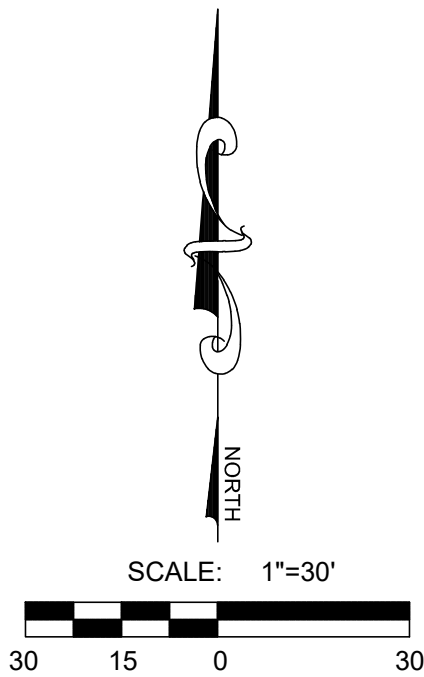
1



PARKWAY FIELDS PRELIMINARY PHASE E

EAGLE MOUNTAIN CITY, UTAH





LEI

- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

PARKWAY FIELDS

EAGLE MOUNTAIN, UTAH

WELL SITE ACCESS EASEMENT

REVISIONS	
1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:
2019-0046

DRAWN BY:
BJP

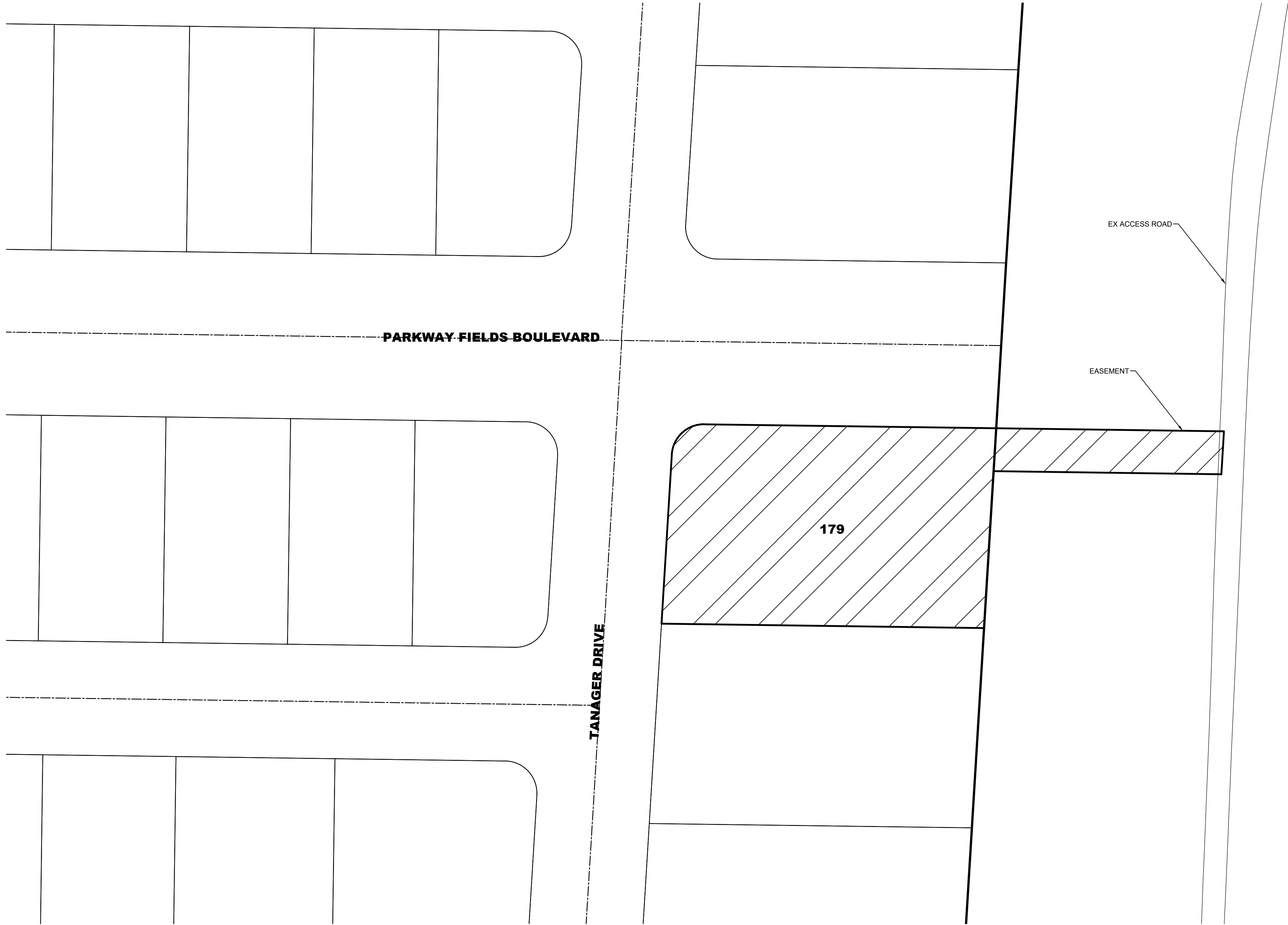
DESIGNED BY:
BCT

SCALE:
1"=30'

DATE:
12/20/2022

SHEET

1





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	Water Supply Agreement - Central Utah Water Conservancy District		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper, City Attorney

RECOMMENDATION:

Staff recommends the City Council consider a water supply agreement with Central Utah Water Conservancy District, and if approved, authorize the Mayor to sign the contract.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[CWP Water Supply Agreement FY 2023A - DRAFT](#)

WATER SUPPLY AGREEMENT

**BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND EAGLE MOUNTAIN CITY FOR THE SALE OF CWP MUNICIPAL AND INDUSTRIAL
WATER**

THIS WATER SUPPLY AGREEMENT (“Agreement”) is made as of this _____ of _____, 2023 (the “Effective Date”), by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a water conservancy district organized under the laws of the State of Utah (“District”), and EAGLE MOUNTAIN CITY, a Utah municipal corporation (“Purchaser”). The District and the Purchaser are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The District is organized and exists pursuant to the Utah Water Conservancy Act, Utah Code Annotated §17B-2a-1001, et seq., and those provisions of §17B-1-101, et seq., applicable to all local districts, both sections as amended (collectively, the “Act”), for the purpose, among others, of making water available to contract holders residing within its boundaries and of entering into agreements with water users for the purchase and sale of water and its delivery.

B. The Purchaser is a water user organized under the laws of the State of Utah that utilizes and/or provides water service to its customers within its boundaries, and which desires to purchase an additional supply of municipal and industrial (“M&I”) water from the District.

C. The District shall design, construct, operate, maintain, repair and replace the Central Utah Water Conservancy District Water Development Project (“CWP”), and has developed and

obtained and will develop and obtain sources of water supply for sale and delivery to contract purchasers through the CWP, including the water supply to be provided to Purchaser hereunder.

D. The District’s board of Trustees (the “Board”), has promulgated Resolution 2023-01-01, adopting the CWP Water Supply Policy Amendments, dated January 3, 2023, setting forth the parameters for the sale of the District’s remaining CWP water supply (the “2023 Amended CWP Water Supply Policy”).

E. In conformance with the policies and procedures set forth in the 2023 Amended CWP Water Supply Policy, the Purchaser has been allocated a portion of the remaining CWP supply.

F. The Parties enter into this Agreement to set forth the terms and conditions pursuant to which CWP water supply allocated herein may be reserved by, purchased by and delivered to the Purchaser at the point or points designated herein, for sale and distribution by the Purchaser to meet a portion of the needs of its customers for use as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Sale and Purchase of CWP Water

(a) Purchased Water. The District hereby agrees, during the term of this Agreement as set forth in Paragraph 12, to sell and the Purchaser hereby agrees to purchase in a given District fiscal year (July 1-June 30) annually, or in any event pay for, as described herein, Two Thousand (2,000) acre-feet of M&I water developed from the CWP (“Purchased Water”), consisting of Two Thousand (2,000) acre-feet of Deliverable Water, as defined in Paragraph 1(b) below, delivered using CWP or District

{02124962-1 }

operated infrastructure.

(b) Take-down and Delivery Schedule. Subject to the terms and conditions of this Agreement, the Purchased Water shall be held by the District in reserved status (“Reserved Status”), and made available by the District to the Purchaser in accordance with the Take-down Schedule attached as EXHIBIT “A” hereto (the “Take-down Schedule”). Purchased Water scheduled to be delivered in any given fiscal year according to the Take-down Schedule (“Deliverable Water”), shall be delivered to the Purchaser at the specified point or points of delivery, and within the maximum daily flow rates (“Contract Capacity”), set forth on the Delivery Location and Capacity Schedule attached as EXHIBIT “B” hereto (the “Delivery Schedule”). The Parties hereby understand and acknowledge that in establishing the Contract Capacity, the District must consider both the capacity of the available CWP water supply and the capacity of the available CWP infrastructure, including the capacity of all available reservoirs, wells, treatment plants, transmission lines, meters and meter stations, and pumps and pump stations within the CWP system (collectively, the “CWP System Capacity”).

(c) Substantially Similarly Situated Customers Offer. The District and the Purchaser agree and understand that the sale of Purchased Water under this Agreement is under terms and conditions that are substantially the same for similarly situated customers entering into CWP water supply agreements during the period July 1, 2022 through June 30, 2023 (said grouping of water supply agreements being referred to for purpose of identification as “CWP FY 2023A Water Supply Agreements”). It is acknowledged that all CWP FY2023A Water Supply Agreements shall contain and be consistent with the requirements of the 2023 Amended CWP Water Supply Policy pursuant to which all of the remaining CWP water supply shall be allocated.

(d) Similar Pricing Structure Amendment. In the event the District shall enter into any CWP

supply agreement(s) with a similarly situated customer having a pricing structure or terms of sale more favorable to the purchaser therein than those set forth in Paragraph 2 below, the Parties may mutually agree that this Agreement be amended so as to apply the same pricing structure or terms of sale herein.

2. Sales Price of Purchased Water

(a) General.

(1) Purchased Water is sold and delivered pursuant to a pricing structure containing the following two components: (i) a One-time Development Charge; and (ii) an Annual Fee, all as described in Paragraph 2(b) below. (The One-time Development Charge, and the Annual Fee are sometimes referred to herein collectively as the “CWP Fees”).

(2) The two components of the pricing structure may be influenced, among other things, by the grouping, by year, of water purchase agreements for CWP water.

(3) The CWP Fees set forth herein are imposed for the sole purpose of funding the development of the CWP water supply and providing the infrastructure necessary to deliver the Purchased Water to the Purchaser and other water users and customer agencies that enter into similarly situated and dated CWP water supply agreements. CWP Fees will not include District costs from projects not directly related to the CWP. The District shall treat all CWP water purchasers, similarly situated pursuant to water sales agreements which have been grouped according to the effective dates of said agreements, as may be determined by the District, in an equal, fair and non-discriminatory manner.

(4) CWP Fees under this Agreement shall be due and payable by the Purchaser, as provided herein, regardless of whether the Purchaser calls for or uses all or any portion of the Purchased Water in any given fiscal year, and regardless of any modification in the quantity of water

allocated for delivery to Purchaser in a given fiscal year as authorized under Paragraph 7 herein.

Notwithstanding the foregoing, in the unlikely event the CWP infrastructure is not capable of delivering Purchased Water to Purchaser in the fiscal year first set forth in the Take Down Schedule, the obligation of the Purchaser to pay the One-time Development Charge due and payable that fiscal year shall be suspended, and the volume of water scheduled to be removed from Reserved Status and become Deliverable Water in that fiscal year shall be set back and added onto the next succeeding year, until Purchased Water is available for delivery, at which time payment of the One-time Development Charge, in the amount set forth in the Take-down Schedule as provided herein, shall be due for the fiscal year in which Purchased Water first becomes Deliverable Water and for each fiscal year added on thereto, as billed by the District.

(5) Notwithstanding any provision herein to the contrary with regard to payment of CWP Fees, the Purchaser may request in writing that it be authorized to pre-pay, in whole or in part, any one or all of the CWP Fees due and owing hereunder. The pre-payment request shall be analyzed on a case-by-case basis, and be authorized at the sole discretion of the District, subject to such terms and conditions as the District shall determine at the time. The District's authorization to pre-pay and the terms and conditions of pre-payment shall be set forth in a separate written agreement to be executed between the District and the Purchaser.

(b) CWP Pricing Structure. The pricing structure applicable to this Agreement is as follows:

(1) One-time Development Charge.

(A) The District must recover from all purchasers that enter into water supply agreements the costs of the District to develop the CWP, including the acquisition and development of the CWP water supply and the planning, design and construction of the CWP infrastructure

(collectively, the “CWP Development Cost”). The One-time Development Charge is charged on a per acre-foot basis as provided in Paragraph 2(b)(1)(B) below, and covers a portion of the Purchaser’s proportionate share of the CWP Development Cost. The respective One-time Development Charge is fixed by this Agreement in the amounts set forth in Exhibit A, and is not subject to change for the CWP water which has been reserved under this Agreement.

(B) The One-time Development Charge is paid one-time only by the Purchaser for the total volume of Purchased Water, and is due and payable on July 1 of the fiscal year in which Purchased Water becomes Deliverable Water pursuant to the provisions of Paragraph 1(b) herein, and made available to the Purchaser for delivery each year in accordance with the Take-down Schedule, by the first day of the first month of the fiscal year, consistent with the 2023 Amended CWP Water Supply Policy that requires the remaining CWP water supply allocated herein to be taken in accordance with Exhibit A, and the One-time Development Charge to be pre-paid for the entire CWP water supply contracted for hereunder by the end of fiscal year 2026-2027, as set forth in EXHIBIT “C” hereto.

(2) Annual Fee.

(A) The Annual Fee is charged on a per acre-foot basis as provided in Paragraph 2(b)(2)(C) below and is imposed to cover costs associated with the operation, maintenance, repair and replacement (“O&M”) of the CWP infrastructure, to fund O&M reserves for the CWP, and to pay the remaining portion of the Purchaser’s proportionate share of the CWP Development Cost not covered by the One-time Development Charge (proportionate share for this purpose being defined as Purchaser’s total volume of Purchased Water under this Agreement divided by the total capacity of the CWP attributable to water capable of being delivered through CWP Infrastructure, estimated by the

Parties as of the date hereof to be 53,306 acre-feet, averaged over a five-year rolling period), and to cover other related costs of the District pertaining solely to the CWP infrastructure, taking into account, among other things, the timing of additional capital facilities, if any, needed to satisfy future customer demands on the CWP System.

(B) In payment of the Annual Fee, the Purchaser will only pay that amount attributed to a proportionate share of costs incurred for O&M, to fund the O&M Reserve and other related costs pertaining to CWP infrastructure, apportioned to the Purchaser based upon the annual cumulative volume of Deliverable Water, in acre-feet.

(C) The Annual Fee, for the purpose of this Agreement, has two separate components, the amounts of which are estimated each fiscal year, and together comprise the Annual Fee, as follows:

(i) The Annual OM&R Component (“OM&R Component”). This component is imposed to cover costs associated with the operation, maintenance, repair and replacement of the CWP infrastructure in operation status and to fund OM&R reserves for the CWP. The OM&R Component is estimated and shall be imposed in a reasonable amount in conformance with applicable State law, annually at the beginning of each Fiscal Year (which may change from year-to-year), and is charged on a per acre-foot basis for the then cumulative total of the amount of Deliverable Water as of that Fiscal Year.

(ii) The Annual Capital Recovery Component (the “Capital Recovery Component”). This component is imposed to pay the remaining portion of the Purchaser’s proportionate share of the CWP Development Cost not covered by the One-time Development Charge, as defined above. The Capital Recovery Component is estimated from time to time by the District as it

updates its CWP System financial status (which may change from year-to-year), taking into account, among other things, the timing of additional capital facilities, if any, needed to satisfy future customer demands on the CWP System, and is charged on a per acre-foot basis for the then cumulative total amount of Purchased Water identified as of that Fiscal Year.

(D) The initial amount of the Annual Fee, including the estimated amounts of the OM&R Component and the Capital Recovery Component, to be levied in connection with the Purchased Water reserved for Purchaser hereunder, is set forth in Exhibit A, with the understanding that amounts set forth therein for both the OM&R Component and the Capital Recovery Component are estimates and subject to change annually as set by the Board. Payment shall be made in conformance with the following:

(i) The District will invoice the Purchaser for the Annual Fee commencing the first day of the month next succeeding the month in which Purchased Water becomes Deliverable Water pursuant to Paragraph 1(a).

(ii) Subject to the provisions of Paragraph 2(b)(2)(D), the Annual Fee is payable by the Purchaser on a monthly basis within 30 days of the date of the District's invoice for actual water deliveries made in months prior to the date of the invoice.

(iii) Subject to Paragraph 7 below, the Annual Fee is to be paid by the Purchaser as provided herein regardless of whether the Purchaser calls for or uses any of the Deliverable Water in any given year, and regardless of any modification in the quantity of water allocated for delivery to Purchaser in a given year as authorized under Paragraph 7 herein. In the event the amount paid by the Purchaser under invoices for actual water delivered in conformance with Paragraph 2(b)(2)(D)(ii) is less than the total Annual Fee due hereunder, the remaining balance shall be

invoiced by the District in the June billing each fiscal year.

(E) Notwithstanding the provisions of Paragraph 2(b)(2)(D) above, the Purchaser, at its option, may give written notice to the District that it desires to capitalize one or both of the components of the Annual Fee. The District is willing to accept an up-front capitalized payment of the Capital Recovery Component and/or the OM&R Component, for a period of years agreeable to the District and Purchaser (the “Capitalization Period”), under terms and conditions established by the District in its sole discretion, subject to the following:

(i) Upon receipt of notice from the Purchaser that it intends to capitalize one or both of the components of the Annual Fee, the District will calculate the total estimated capitalized amount of each applicable component which shall be due and payable over the Capitalization Period commencing the date Deliverable Water becomes available to the Purchaser (the “Capitalized Component of the Annual Fee”). The District will thereupon notify the Purchaser, in writing, of the amount of the Capitalized Component of the Annual Fee to be charged, which shall be due and payable by the Purchaser within thirty (30) days from the date it receives said notice.

(ii) The Parties understand and agree that upon payment of the Capitalized Component of the Annual Fee, no credit shall be given to, and no additional payment shall be required to be paid by the Purchaser, notwithstanding the fact that the actual amount that would have otherwise been paid varies from the estimated amount of the Capitalized Component of the Annual Fee actually paid by the Purchaser, as authorized herein.

(3) Interest on Delinquent Accounts. Any CWP Fee that remains unpaid after it shall have become due and payable as provided herein shall be subject to simple interest at the rate of one and one-half percent (1.5%) of the delinquent amount per month. Interest will begin to accrue from the

date of delinquency and will continue to accrue until such time as the delinquent CWP Fees and all accrued interest have been paid in full; provided, however, that no interest shall be charged to or paid by the Purchaser unless such delinquency continues for more than thirty (30) days beyond the date of delinquency.

3. Quality of Water Delivered.

CWP culinary water shall be delivered to the Purchaser in conformance with standards for public drinking water set by applicable law and regulation, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality. The District and Purchaser agree that the CWP water sources will be comprised of Provo River water, high quality deep groundwater from a well field in or near Vineyard, Utah, or other sources of comparable quality. Notwithstanding the foregoing, the District shall not be liable, or otherwise in breach of this Agreement, for failure to meet the referenced quality standards unless the failure is due to the District's willful misconduct or gross negligence. Purchaser shall be responsible to meet all applicable cross-connection control standards of the State of Utah relating to the water connections to the District's point of service.

4. Reservation of Water; Replacement Purchaser.

(a) The District shall hold Purchased Water in Reserved Status for the Purchaser pursuant to the Take-down Schedule. Purchased Water must be removed from Reserved Status based on said schedule. Notwithstanding the foregoing, it is understood and agreed by the Parties that the Take-down Schedule in Exhibit A may be revised, but only if: (i) the Purchaser submits to the District a written request to revise the takedown schedule, (ii) agrees to maintain in place the total amount of CWP water contracted for herein, and (iii) the District formally approves the requested change. As Purchased

Water is removed from Reserved Status, payments will be required for each acre-foot of Deliverable Water as set forth in Paragraph 2.

(b) The Purchaser may conclude that it has reserved more Purchased Water than it will eventually require. The District may consider an application from the Purchaser to transfer or otherwise reduce all or a portion of the amount of CWP water contracted for hereunder; however, the District will not approve the application unless and until another water user in North Utah County (“Replacement Purchaser”) applies for a new contract, in an equal or greater quantity, to simultaneously replace the reduction hereunder. In such event, the District may approve such a replacement transaction, on the basis of the same terms or on differing terms, in the best interest of the District at its sole discretion. The District agrees, however, that it will not unreasonably deny Purchaser’s application for or alter the terms of the replacement transaction under a new contract. The limitations and conditions that shall apply, however, to such a replacement transaction include the following:

(1) A reduction in contract volume to be taken down by Purchaser and/or the timing thereof, as set forth in the Take-down Schedule, hereto must include a corresponding, proportional reduction in Contract Capacity under the Delivery Schedule hereto;

(2) The reduction of contract volume and/or the timing thereof under the Take-down Schedule hereto is limited to the corresponding amount and/or timing of the new or increased contract volume of the Replacement Purchaser; and

(3) The reduction of Contract Capacity under the Delivery Schedule hereto must be at least as great as the Contract Capacity increase of the new or increased contract of the Replacement Purchaser, except for variations in maximum daily delivery as between the Purchaser and the

Replacement Purchaser.

(c) At the Purchaser's request, and provided that the District has developed the required CWP System Capacity:

(1) Purchased Water may become deliverable to the Purchaser on a year-to-year basis according to an accelerated schedule from that shown in the Take-down Schedule, subject to terms and conditions mutually agreed to in writing by the Parties, or

(2) Purchased Water may become deliverable on a permanent basis according to an accelerated schedule from that shown in the Take-down Schedule subject to the terms and conditions set forth in this Agreement.

(d) In the event of a reduction in the take-down as a result of a reduction or transfer of Purchased Water by the Purchaser as provided in subparagraph 4(b) above, or an acceleration in the delivery of the Purchased Water as provided in subparagraph 4(c) above, the applicable CWP Fees due and payable by the Purchaser to the District as provided in Paragraph 2 shall be correspondingly accelerated or reduced as the case may be, as determined in the sole discretion of the District in conformance with the provisions of Paragraph 2(b).

5. **Point of Delivery**

(a) Purchased Water will be measured and delivered to the Purchaser only at the point or points of delivery identified in Delivery Schedule. The infrastructure to be constructed by the District for the purpose of delivering Purchased Water from its main transmission lines at said point(s) of delivery include a vault, valve(s), meter(s), piping and related facilities and equipment ("Delivery Infrastructure"), as determined to be necessary by the District to deliver and measure the Purchased Water at said point(s). The Delivery Infrastructure will be constructed and installed at the District's

{02124962-1 }

sole expense in connection with the development of the CWP, and the District shall own, operate, maintain, repair and replace the same for the term of this Agreement.

(b) Once the District delivers Purchased Water to the point(s) of delivery, it shall be the responsibility of the Purchaser to provide its own facilities as needed to take this water from the Delivery Infrastructure or Purchasers sources into the Purchaser's own delivery and/or distribution system for its use. No new points of delivery will be allowed without the prior written approval of the District. All Purchased Water delivered by the District under this Agreement will be measured through measuring devices installed in the Delivery Infrastructure.

6. Flow of Water to be Delivered; Surcharges

(a) Contract Capacity. It is understood by the Purchaser that the delivery of Deliverable Water by the District to the Purchaser is limited to the Contract Capacity set forth in the Delivery Schedule.

(b) Conditions for Authority to Exceed Contract Capacity. If CWP System Capacity is available to deliver water beyond the Contract Capacity, and the Purchaser so requests, the Purchaser may, with the prior written approval of the District, receive delivery of Deliverable Water at a flow rate higher than the Contract Capacity provided in the Delivery Schedule, subject to the following:

(1) The maximum flow rate at which the Deliverable Water shall be delivered and resulting adjustments in the applicable CWP Fees set forth in Paragraph 2(b) herein for said year or other costs to be applied, if any, shall be negotiated and agreed upon by the Parties prior to the delivery of Deliverable Water in the increased amount.

(2) A request by the Purchaser to exceed the Contract Capacity shall be made on an annual basis no later than April 30th.

(3) Notwithstanding the foregoing, if the Contract Capacity is exceeded by the Purchaser without receiving the prior written approval of the District, then a monthly surcharge will be assessed to the Purchaser in an amount per acre-foot set annually by the District for each acre-foot of water exceeding the Contract Capacity or the Contract Capacity as modified in accordance with Paragraph 6(b)(1), calculated on a daily basis.

7. Quantity of Water Delivered

(a) The District is not a guarantor of CWP water supply or of CWP delivery capacity. It is understood by the Parties that the District's ability to deliver CWP water to the Purchaser depends, in part, on the available CWP System Capacity. Therefore, in its reasonable discretion and pursuant to its interpretation and the application of its policies, rules, and procedures as they may be amended periodically:

(1) in times of CWP water shortage due to lack of runoff or other conditions which may be beyond the control of the District, the District may make a ratable allocation of CWP water among the various CWP purchasers, which allocation shall be based on the then-current amount of Deliverable Water in proportion to the District's CWP water purchase commitments under all of its CWP water supply agreements, and the amount of Deliverable Water for that fiscal year shall be reduced pro-rata; and

(2) in the event of CWP System Capacity shortages due to potential failures of equipment and infrastructure, and limitations in water source and infrastructure capacities, and in peak demand periods and other times of limited delivery capacity, the District may allocate the available CWP System Capacity among the District's CWP purchasers, which allocation shall be based on the then-current amount of CWP System Capacity available in proportion to the total CWP delivery

capacity set forth in the Delivery Schedule.

(b) No liability shall accrue against the District or any of its trustees, officers, agents, or employees, for any damages, direct or indirect, sustained by the Purchaser and/or its customers in the event of shortages of CWP System Capacity, or the District's inability to deliver the Purchased Water to the Purchaser not resulting from the District's own willful misconduct or gross negligence, or due to shortages caused by drought, hostile diversion, prior or superior claims, or other similar causes not within the control of the District.

(c) In the event the Purchaser does not take delivery during any contract year of all of the Deliverable Water for which the One-time Development Fee has been paid in conformance with the provisions of Paragraph 2(b)(1), the Purchaser may take delivery in the immediately following contract year of so much of the Deliverable Water not taken as does not exceed five percent (5%) of the total Deliverable Water for that year ("Deferred Water"), subject to the following:

(1) Calculation of the amount of Deferred Water shall not include any water besides Deliverable Water as of the end of the previous contract year.

(2) Deferred Water cannot be accumulated on a multi-year basis.

(3) Deferral is subject to the availability of CWP System Capacity, as reasonably determined by the District;

(4) Delivery of Deferred Water shall have a lower priority than delivery of Deliverable Water for that contract year;

(5) The Purchaser may take delivery of Deferred Water only after it has taken delivery of all of the Deliverable Water for the contract year in which the Deferred Water is to be taken.

8. Use and Delivery of Purchased Water by the Purchaser

{02124962-1 }

(a) The Purchaser shall use the Purchased Water made available to it under this Agreement only for M&I purposes within the CWP service area within Utah County. No other use of Purchased Water shall be made without the prior written consent of the District.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy:

(1) the Purchaser shall implement and maintain a General Plan which includes or refers to a water use element within the General Plan, and by December 31, 2025, to amend said plan to include a water use and preservation element; and shall maintain such element in the General Plan; and

(2) the Purchaser shall implement and maintain a water and sewer needs master plan or similar document which addresses and considers, among other things, long-range population and other projections leading to estimated total development needs corresponding to total water requirements; a summary of water rights and estimated water source capacities for all of its current and planned water supplies (including CWP water supply contracts); a summary of the volume of water developers are required to either purchase from the Purchaser or provide to the Purchaser for each equivalent residential unit to be developed; the location of wastewater treatment plants that receive sewer flows from the Purchaser and where the effluent from said treatment plants is discharged; and shall maintain a copy of the water and sewer needs master plan, and amendments thereto, with the District.

(c) The portfolio of water rights the District has acquired for the CWP requires that a percentage of water represented by the CWP water rights be returned to the hydrologic system of Utah Lake in order to avoid interference with other water right appropriators and with other District water supply operations. As such, the Purchaser shall not recycle nor otherwise utilize the Purchased Water in

{02124962-1 }

a manner that depletes the Purchased Water in amounts greater than fifty percent (50%) without the prior written consent of the District.

(d) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the Purchaser shall submit a report or summary, with substantiating data, annually to the District to account for depletions for total culinary water use within Purchaser’s service area (“total water meter deliveries”) compared to total water sent to Timpanogos Special Service District (“TSSD”) and any other wastewater treatment facility (“total wastewater deliveries”), and shall, on or before December 31 of each year, submit a report or summary, with substantiating data for the prior water year ending October 31st, to the District to account for depletions for the total culinary water use sent to and water returned from the Purchaser’s wastewater collection system to the wastewater treatment facilities. The District may consider a different method of depletion accounting from the Purchaser; however, the District must approve the method before implementing this method for the annual reports/summaries.

(e) The Purchaser shall build its own infrastructure as required by it to take delivery of the Purchased Water from the District and utilize and distribute the same to its customers. All cost for O&M of the Purchaser’s facilities shall be paid by the Purchaser and not the District.

(f) The Purchaser shall not use, deliver for use, sell, lease or otherwise dispose of any Purchased Water outside Purchaser’s political boundaries or its recognized service area, without the prior written consent of the District. No user of the Purchased Water will use the Purchased Water on any basis other than the same basis as the general public.

(g) The facilities to be used to provide and deliver the Purchased Water have been or may be financed, in whole or in part, with the proceeds of tax-exempt bonds (“Tax-exempt Bonds”) of the District.

(1) The Purchaser acknowledges that in the event the District issues or has issued Tax-exempt Bonds related to the Purchased Water or its delivery, the use of Purchased Water by the Purchaser may be subject to various limitations imposed under the Internal Revenue Code of 1986 (the “Code”), and United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code (the “Regulations”), that must be complied with in order to protect the tax-exempt status of interest on the Tax-exempt Bonds; and as such, the Purchaser agrees that the Purchaser shall not establish any fund or otherwise set aside any money or investments that it reasonably expects to use to make payments due and owing to the District under this Agreement without the prior written approval of the District (which approval may, among other requirements, limit the maximum yield for the investment of any such amounts pursuant to certain arbitrage rules under applicable provisions of Section 148(f) of the Code and the Regulations).

(2) The Purchaser shall, on an annual basis, provide to the District written verification of compliance with the requirements of this Subparagraph 8(g).

9. **Water Conservation**

(a) The Purchaser covenants that it shall prepare and implement a water conservation plan (“Conservation Plan”) promulgated and adopted by the Purchaser’s city council, by January 31, 2024, which addresses, among other things, pricing, technical assistance and public education as components of the Conservation Plan. The Conservation Plan shall be submitted to the District and shall be updated and resubmitted to the District in accordance with the same schedule required by the Utah Division of Water Resources.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the Purchaser shall also adopt and implement before January 31, 2024 and maintain landscaping

ordinances which shall apply to all new residential, industrial, and commercial developments in its boundaries submitted for approval subsequent to the adoption of the Conservation Plan, that promote water conservation similar to the District suggested landscape ordinance effective as of 2023. The landscape ordinances shall specifically include, but not be limited to, (i) elimination of non-functional turf for public strips narrower than 8 feet at its narrowest point along new public roads platted or approved by the Purchaser subsequent to the Effective Date; and (ii) provide for the adoption of Localscapes or similar elements as determined by CWP's suggested landscape ordinance. If the Purchaser's landscape ordinances omit any of the specified components listed, the Purchaser must provide the District with quantitative analysis verifying that the proposed alternative ordinances will prove at least as effective as the suggested landscape ordinance. Alternative ordinances must be reviewed and accepted by the District prior to deliveries being made of the Purchased Water. In the case of alternative landscape ordinances being accepted by the District and enacted by the Purchaser, the Purchaser shall provide the District with annual documentation on or before November 15 of each year quantifying the observed efficacy of the landscaping ordinances. The Purchaser shall, on or before November 15 of each year, submit a written certification that all new developments within the prior year have been approved by the Purchaser in compliance with the requirements of the Purchaser's then current landscape ordinance. If the Purchaser fails to enact landscaping ordinances which meet these criteria by January 31, 2024, the District shall thereupon proceed to terminate the Agreement, effective upon written notice to the Purchaser. Upon termination of the Agreement, the Purchased Water will revert to the District for reallocation to other purchasers as determined by the District. The terms of this termination clause is specific to the conditions within paragraph 9(b) and is separate in every way to the requirements in the Termination clause in Paragraph 11.

10. Covenant Regarding Fees and Charges

In order to assure full and continuous performance of the Purchaser's obligations as set forth herein, the Purchaser hereby covenants and agrees that it will levy and collect all necessary fees, charges and assessments and reasonable contingencies in amounts which, together with other legally available funds, are sufficient to pay in full to the District all of its CWP Fee obligations under this Agreement. The Purchaser shall timely pay to the District the full amount of CWP Fees as they become due regardless of whether the Purchaser collects the full amount of its fees, charges, and assessments from its customers.

11. Refusal of Water in the Event of Default and Termination

(a) The District may withhold the delivery of all or any portion of the Purchased Water to the Purchaser if the Purchaser is in arrears for more than sixty (60) days in the payment to the District of any CWP Fee to be paid pursuant to Paragraph 2(b). Deliveries shall resume upon payment in full of any such arrearage including any and all accrued interest imposed by the District pursuant to this Agreement. Funds received to cure any arrearage shall be first applied by the District to payment of accrued interest and then towards the reduction of the principal on any such outstanding CWP Fee.

(b) If the Purchaser is in default under any provision of this Agreement and the default remains uncured for more than sixty (60) days after the date of written notice of default, the Parties shall reasonably mediate the dispute. However, if the dispute remains unresolved notwithstanding mediation, this Agreement may be terminated at the sole discretion of the District, subject to the following:

(1) The Purchaser shall have up to one (1) year after the date of written notice of default to seek judicial resolution of the dispute following mediation. This Agreement may not be terminated

by the District during the pendency of any judicial action, including any subsequent appeal. In the event it is finally determined by a court of competent jurisdiction, including upon final appeal, that the Purchaser is in default, the Purchaser shall have ninety (90) days after the applicable court order becomes effective to cure any default.

(2) Should the Purchaser fail to bring legal action within said one year period or cure the default after the expiration of the 90-day cure period as provided in Paragraph 11(b)(1), and the dispute otherwise remains unresolved, the District may thereupon proceed to terminate the Agreement, effective upon written notice to the Purchaser.

(3) Upon termination of the Agreement, the Purchased Water will revert to the District for reallocation to other purchasers as determined by the District.

(4) Termination will not relieve the Purchaser of its obligations to pay any past due CWP Fees, together with any and all accrued interest; however, the Purchaser will be relieved of any future payment obligations after the termination of this Agreement.

12. Term of Agreement

The term of this Agreement shall be perpetual so long as the required payments are paid in accordance with the terms of this Agreement. However, nothing herein shall prohibit the Parties from amending or terminating this Agreement if the Parties mutually agree to do so. There are no third-party beneficiaries of this Agreement, and no one other than the Parties hereto may enforce its terms and conditions.

13. Assignment Limited

Neither Party may assign this Agreement or any of its rights under it without the prior written consent of the other Party; provided, however, that the District may pledge and assign any monies

received pursuant to this Agreement to the payment of the District's bonds or other obligations.

14. Incorporation of Recitals and Exhibits

The Recitals first set forth above, and all Exhibits hereto, are hereby incorporated into and made a part of this Agreement.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Severability

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

17. Construction

This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

18. **Further Action**

The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

19. **Business Relationship**

This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

20. **Entire Agreement**

This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior undertakings, representations, or agreements of the Parties regarding the subject matter hereof.

21. **Warranty of Authority**

Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. The District and the Purchaser each represent and warrant that it has full legal right and authority to enter into this Agreement.

22. **Notices**

Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as

{02124962-1 }

the Parties may designate in writing:

DISTRICT:

Central Utah Water Conservancy District
Attention: General Manager
1426 East 750 North Suite 400
Orem, Utah 84097

PURCHASER:

Eagle Mountain City
Attention: Mayor
1650 East Stagecoach Run
Eagle Mountain, UT 84005

23. Rules and Regulations Governing Service

Subject to the terms and conditions of this Agreement, the District reserves the right to adopt rules and regulations governing the delivery of water under this Agreement, and to exercise its full statutory powers, including specifically the right to amend its rates, fees, charges, and its rules and regulations in the future, and the right to exercise its statutory powers, as they now exist or are amended or enacted in the future. It is expressly agreed that the District, by signing this Agreement, has not surrendered any of its rights in this regard.

24. Subject to the Act

Subject to the terms and conditions of this Agreement, any commitment of CWP water, and payment to the District for CWP water so committed pursuant to this Agreement, shall be subject to the Act and the rules and regulations of the District's Board of Trustees now existing or hereafter legally promulgated, as the same may be supplemented or amended.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOFF, the Parties hereto have executed this Agreement effective as of the Effective Date.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

EAGLE MOUNTAIN CITY

By: _____
Its: President

By: _____
Its:

Attest: _____
Secretary

Attest: _____
Its:

EXHIBIT A

**PURCHASED WATER TAKE DOWN SCHEDULE (BY VOLUME)
FOR PURCHASED WATER AND PRICING STRUCTURE UNDER THIS AGREEMENT**

This page is left blank

EXHIBIT B

**DELIVERY LOCATION AND
RATE OF DELIVERY CAPACITY SCHEDULE**

Delivery Location

Ultimate Contract Capacity
(Maximum Daily Flow Rate in GPM
But Limited by Annual Deliverable Volume)
See Note (1)

FOR PURCHASED WATER

1. Pony Express Parkway and 800 West Saratoga Springs, Utah
2. North Shore Terminal Reservoir located approximately one quarter mile North of 400 West and SR-73 Saratoga Springs, Utah

See attached Figure 1

For Combined Total of up to 2,628 GPM

(1) The total Contract Capacity corresponds to the Cumulative Annual Volume Delivered shown in Exhibit A in each year multiplied by 18% and divided by 31 days and converted to a gallons per minute flow rate, i.e. Delivered Water amount in AF multiplied by 0.18 divided by 31 days multiplied by 325,850 gallons per AF divided by 24 hours per day divided by 60 minutes per hour.

This page is left blank

EXHIBIT C

PREPAYMENT OF ONE-TIME DEVELOPMENT FEES AFTER FY2025-26



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	Tertiary Treatment and Algae Control Design - JWO Engineering		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$143,650		
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 award the bid for the Tertiary Treatment and Algae Control Design to JWO Engineering in the amount of \$143,650, and authorize the Mayor to sign the contract.

BACKGROUND:

Included in the 2024 fiscal year budget is funding for a tertiary treatment intended to treat wastewater effluent to type 1 so that the City has more flexibility in disposal of the effluent and has the ability to use it for reuse water if desired. Additionally, in order to provide more usability of the reuse water, the city has included funding to install an algae control system for the reuse water. In an effort to be more efficient, these two projects were combined into one project and design proposals were solicited through the RFP process. The design parameters for this project was to coordinate with the Facilities Master Plan currently underway to locate somewhere on the wastewater treatment site a location that could house both the tertiary treatment and algae control systems in one building, cutting back the footprint that would have been needed if these projects were both kept separate.

The City received two proposals, one from Water Works out of Pleasant Grove and one from JWO out of Provo. The two proposals were evaluated by City staff and in the final tally, Water Works was weighted at 1.0 and JOW was weighted at 0.98 which really seems to too close to use as the final determination of who the contract should be awarded to. The cost for this project for design and bid

preparation from Water Works was \$278,890 while the proposal for the same work from JWO was \$103,808. Water Works also included a cost of \$117,070 for construction management. JWO did not include a cost for CM in their original proposal, but were contacted by City staff to amend their proposal to include a cost for the construction management. Their cost for this service was \$39,842.

City staff have worked extensively with JWO on past projects and are confident in their ability to complete the project and are therefore recommending the contract be awarded to JWO in the amount of \$103,808 for design services and \$39,842 for construction services for a total of \$143,650.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[JWO Fee Proposal](#)

FEE PROPOSAL - CONSTRUCTION SERVICES

Scope of Work Tasks	Jared Oldroyd Project Manager	Scott Buecker QA/QC	Russell Sprague Civil Engineer	John Richardson Principal Engineer	Kelsey Wagner Process Mechanical Engineer	Kirk Ehlke Structural Engineer	Charles Hauptert Electrical and I&C Engineer	Jacquelyn Lewis Project Engineer	CAD Specialist	Office/ Intern	Reimbursable Expenses	Total Estimated Fee
Task 3 - Construction Period Services (Optional)	46	-	90	-	4	8	12	100	8	0		
Progress Meetings/ Project Manager	10	-	10	-	-	-	-	-	-	-		\$3,240.00
Response to RFIs	8	-	4	-	-	-	-	-	-	-		\$1,944.00
Shop Drawing Submittals	8	-	16	-	4	8	12	-	-	-		\$8,808.00
Onsite Observation (Additional observation hours can be added at the rate shown if the City prefers more frequent observation visits)	20	-	60	-	-	-	-	100	-	-		\$23,960.00
Conformed/Record Drawings	-	-	-	-	-	-	-	-	8	-		\$840.00
Reimbursable Expenses	-	-	-	-	-	-	-	-	-	-	\$1,050.00	\$1,050.00
Task 3 - Total	\$7,452.00	-	\$14,580.00	-	\$760.00	\$1,520.00	\$2,640.00	\$11,000.00	\$840.00	-	\$1,050.00	\$39,842.00

4 | COST PROPOSAL

Scope of Work Tasks	Jared Oldroyd Project Manager	Scott Buecker QA/QC	Russell Sprague Civil Engineer	John Richardson Principal Engineer	Kelsey Wagner Process Mechanical Engineer	Kirk Ehlke Structural Engineer	Charles Hauptert Electrical and I&C Engineer	Jacquelyn Lewis Project Engineer	CAD Specialist	Office/ Intern	Total Estimated Fee
Task 1 - Design Services	100	14	104	26	28	36	36	168	164	10	
Project Management	8	-	-	-	-	-	-	-	-	-	\$1,296.00
Kickoff Meeting	2	-	2	-	-	-	-	2	-	-	\$868.00
Pre-Design Report	4	2	12	2	4	2	2	24	8	4	\$8,840.00
Pre-Selection of Long Lead Items	2	-	2	2	4	2	2	2	-	-	\$2,956.00
60% Design Submittal	40	6	40	12	12	20	20	100	100	-	\$49,308.00
90% Design Submittal	32	4	32	6	6	8	8	20	28	2	\$22,452.00
Final (100%) Bid Documents	8	2	14	4	2	4	4	20	28	2	\$12,300.00
City Council Presentation	4	-	2	-	-	-	-	-	-	2	\$1,092.00
Task 1 - Total											\$99,112.00
Task 2 - Bid Period Services (Optional)	16	-	4	4	-	-	-	4	-	-	
Advertise for Bids	1	-	-	-	-	-	-	-	-	-	\$162.00
Interpretations and Clarifications	5	-	-	4	-	-	-	-	-	-	\$1,826.00
Addenda	8	-	2	-	-	-	-	2	-	-	\$1,840.00
Bid Opening	1	-	1	-	-	-	-	1	-	-	\$434.00
Evaluation of Bids	1	-	1	-	-	-	-	1	-	-	\$434.00
Task 2 - Total (Optional)											\$4,696.00



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

Monday, May 15, 2023

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

SUBJECT: **Silverlake plat 33 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.

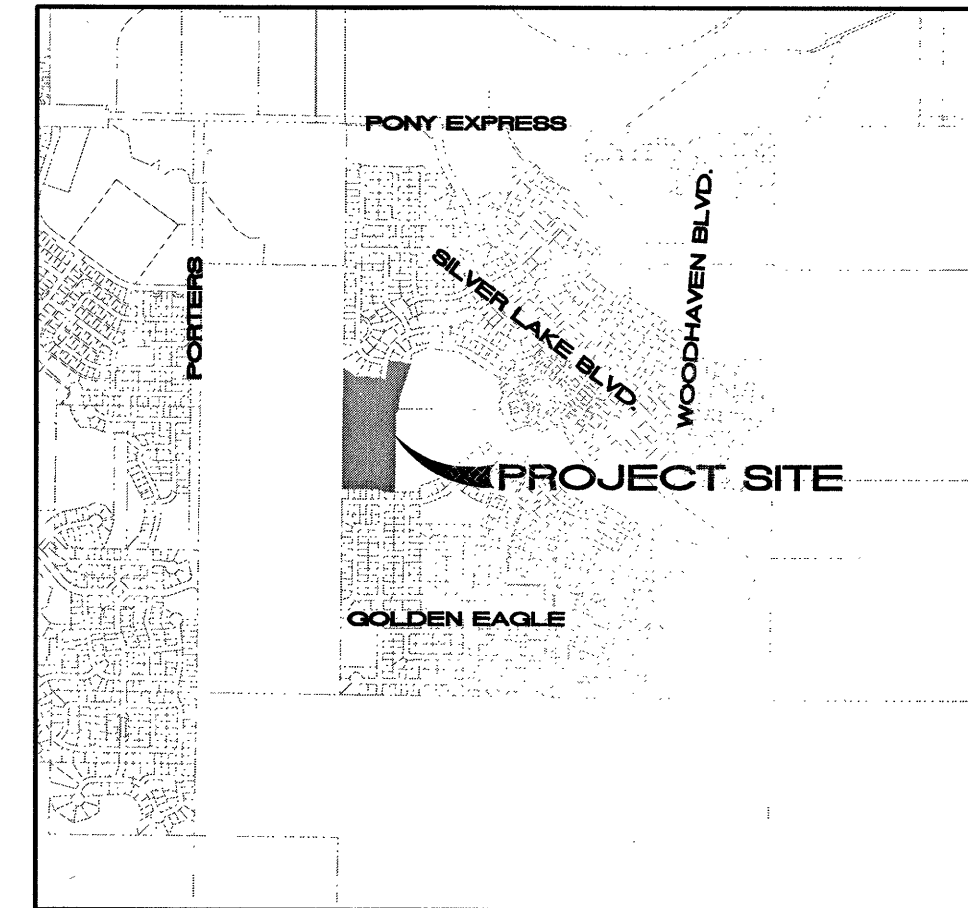
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

SILVERLAKE PLAT "33"

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



VICINITY MAP
NTS

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License 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 "33" 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 1324.53 feet along the section line and North 00°33'48" East 1907.72 feet from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°33'48" East 740.93 feet; thence North 00°34'05" East 370.93 feet; thence South 54°04'57" East 136.56 feet; thence North 88°06'50" East 101.87 feet; thence South 81°56'45" East 177.98 feet; thence North 09°27'15" East 148.21 feet; thence Northeasterly 27.06 feet along the arc of a 323 foot radius curve to the right through a central angle of 04°47'58", the chord of which bears North 11°51'15" East 27.05 feet; thence South 80°32'45" East 200.75 feet; thence South 18°48'41" West 325.23 feet; thence South 04°12'30" West 101.67 feet; thence South 27°56'38" West 54.37 feet; thence South 00°33'59" West 666.13 feet; thence South 00°27'47" West 55 feet; thence North 89°26'02" West 90.10 feet; thence North 63°16'20" West 59.05 feet; thence North 89°48'39" West 339.85 feet to the point of beginning.

Parcel contains: 12.54 acres

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.

April 22, 2022
DATE

Travis Trane
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER

Rackness Development Inc.
Nate Hutchinson, President

AUTHORIZED SIGNATURE(S)

4/22/22

ACKNOWLEDGEMENT

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

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

My Commission Expires 9/1/25

719363
COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE

Matt Rasband
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 25 day of March, 2023.

APPROVED BY MAYOR

APPROVED BY CITY ENGINEER

(See Seal Below)

APPROVED BY CITY ATTORNEY

ATTEST BY CITY RECORDER

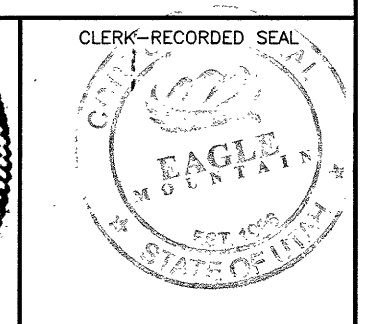
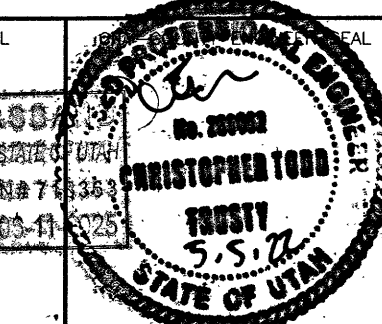
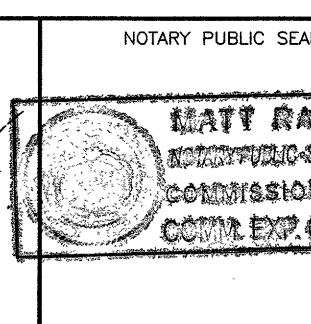
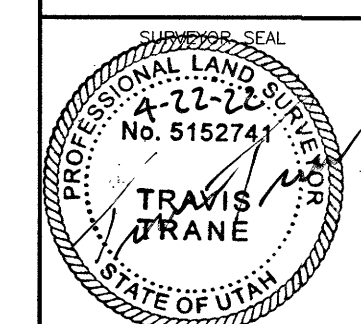
(See Seal Below)

PLAT "33"

SILVERLAKE

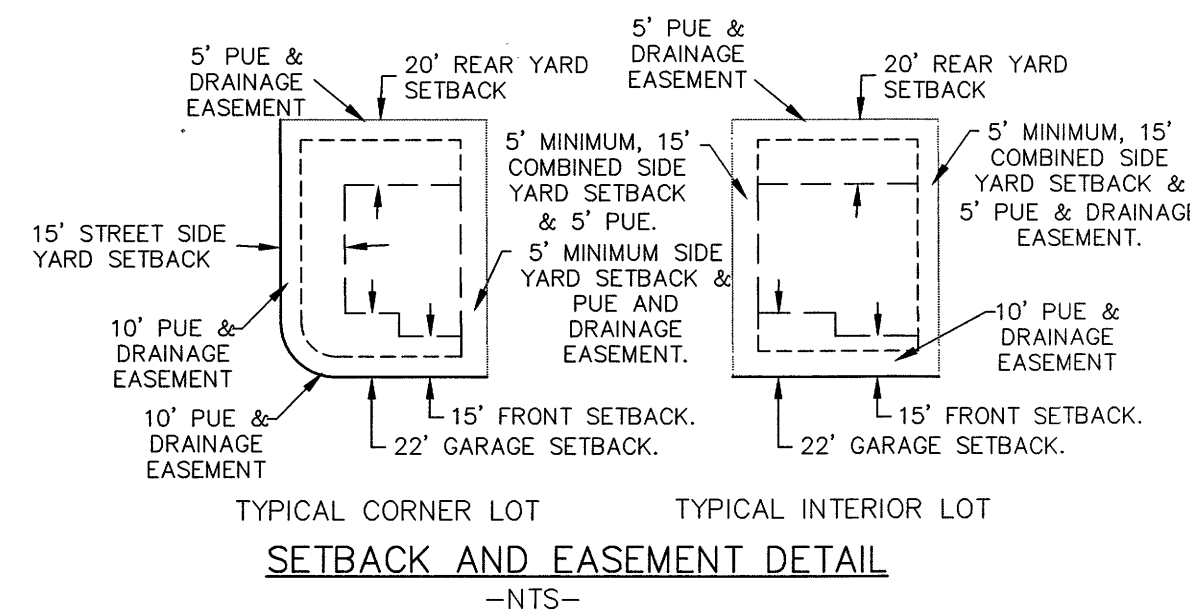
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH



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.

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



LAND USE	
ACREAGE:	12.54 acres
ACREAGE IN LOTS:	6.76 acres
ACREAGE IN ROADS:	2.66 acres
LOTS:	51
UNIT DENSITY:	4.07 LOTS PER ACRE

Curve Table					Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing	Curve #	Length	Radius	Delta	Chord Bearing
C1	27.06	323.00	4°47'58"	27.05 N11°51'15"E	C18	98.68	226.50	24°57'42"	97.90 N85°46'23"W
C2	43.85	250.00	10°03'01"	43.80 N85°32'29"E	C19	100.00	226.50	24°57'42"	97.90 N85°46'23"W
C3	86.15	200.00	24°40'46"	85.48 N87°08'38"W	C20	25.87	15.00	98°49'13"	22.78 S48°50'37"E
C4	66.34	500.00	7°36'07"	66.29 N03°14'04"W	C21	62.82	473.50	7°36'07"	62.78 N03°14'04"W
C5	85.69	300.00	16°21'58"	85.40 S01°08'51"W	C22	92.67	326.50	16°15'45"	92.36 S01°05'44"W
C6	23.66	15.00	90°22'38"	21.28 N44°37'20"W	C23	69.86	526.50	7°36'07"	69.80 N03°14'04"W
C7	6.23	15.00	23°47'09"	6.18 S78°17'46"W	C24	78.71	273.50	16°29'23"	78.44 S01°12'34"W
C8	150.82	59.98	144°04'28"	114.11 S41°33'34"E	C25	9.53	59.98	9°06'29"	9.52 N70°57'26"E
C9	7.83	15.00	29°54'52"	7.74 N15°31'14"E	C26	42.15	59.98	40°15'39"	41.28 S84°21'30"E
C10	23.66	15.00	90°22'27"	21.28 S44°37'25"E	C27	47.16	59.98	45°03'04"	45.96 S41°42'08"E
C11	7.83	15.00	29°55'35"	7.75 N14°24'00"W	C28	51.98	59.98	49°39'16"	50.37 S05°39'02"W
C12	157.29	60.00	150°11'57"	115.96 S45°44'11"W	C29	31.34	60.00	29°55'35"	30.98 S14°24'00"E
C13	7.92	15.00	30°16'10"	7.83 S74°17'55"E	C30	47.31	60.00	45°10'25"	46.09 S23°09'00"W
C14	23.56	15.00	89°59'59"	21.21 N44°26'00"W	C31	46.83	60.00	44°43'05"	45.65 S68°05'45"W
C15	21.42	15.00	81°48'55"	19.65 S41°28'27"W	C32	31.81	60.00	30°22'52"	31.44 N74°21'16"W
C16	9.00	276.5	1°51'56"	9.00 N81°26'57"E	C33	23.56	15.00	90°00'01"	21.21 N45°34'00"E
C17	68.71	173.50	22°41'29"	68.26 N88°08'17"W	C34	23.46	15.00	89°37'22"	21.14 N45°22'40"E
C35	23.54	15.00	90°00'12"	21.21 S45°33'54"W					

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.

DATE 4/26/22

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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER 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.

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 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	Well 8 Drilling Change Order #1 - Grimshaw Drilling LLC		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$227,300		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty, City Engineer

RECOMMENDATION:

Staff recommends the City Council approve change order #1 for the Well 8 drilling project in the amount of \$227,300.

BACKGROUND:

Eagle Mountain City has solicited bids from qualified drillers for the drilling of Well #8 to be located west of Well #1 in the Parkway Fields Master Development. The push for this well is related to the inability to find a driller to complete Well #7 in Unity Pass. The City hopes to be able to get a driller in by the end of the year while working with a consultant to design the well house to allow for this well to add sourcing to the City system prior to the 2023 irrigation season.

The two bids the City received were as follows:

Grimshaw- \$1,133,550.00 + 5% for bonding and contingency

Hydro- \$2,299,544 + 5% for bonding and contingency

The City awarded the contract to Grimshaw in the amount of \$1,190,227.50. At the time when the City received the proposals, Grimshaw did not include a cost proposal for test pumping because they did not have adequate equipment to do so. Since that time, Grimshaw has expanded their operation and has provided the city with a proposal to test pump for \$227,300. The original proposal from Hydro on this project included \$225,000 for test pumping.

After receiving this price, City staff reached out to our hydrogeologist consultant who felt like these costs were fairly typical to test pump over 3,500 GPM. Given the timing on this project with Grimshaw already being on site and having the ability to begin test pumping as soon as the drilling is complete, City staff decided to recommend to the City Council to award this change order to Grimshaw to perform the test pumping on Well 8.

Original Bid: \$1,190,227.50

Change Order #1: \$227,300

Total to date: \$1,417,527.50

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Test Pumping Estimate](#)

Grimshaw Drilling LLC
692 East 5020 North
Cedar City, UT 84721 US
435-586-2332
Lacey@grimshawdrilling.com



Estimate

ADDRESS

Chris Trusty
Eagle Mountain City

ESTIMATE # 1303

DATE 09/22/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobilize & Rig Up/Down	Move Rig to location and setup/takedown to complete project.	1	25,000.00	25,000.00
	Test Pumping Equipment	Install/Remove 3500-4000 GPM (500' TDH) test pump system for development & production testing *This is an unusually high Volume for us so we have to acquire all new pumping equipment.	1	185,000.00	185,000.00
	Test Pumping	Development Test Pumping *Higher rate is due to development pumping is usually dirty water that causes greater damage to equipment.	36	675.00	24,300.00
	Test Pumping	Test Pump Well to Determine Yield & Draw Down or Specific Capacity W/24 hour recovery.	48	625.00	30,000.00

Eagle Mountain Well #8 Develop/Test Pumping

TOTAL

\$264,300.00

Accepted By

Accepted Date

Thank you for your business!



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

June 6, 2023, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Chas Glenn, Administrative Assistant; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Jed Shum, Planner; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Lianne Pengra, Chief Deputy Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Parks and Recreation Director; Embret Fossum, Unified Fire Authority Battalion Chief; B.J. Eccles, Sergeant; Terrence Dela Pena, Finance/Management Analyst; and Natalie Winterton, Grants Coordinator/Management Analyst.

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

Mayor Pro Tempore Wright called the meeting to order at 4:09 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Engineering

- Well 8 – Drilling is down to 740 feet with a goal final depth of 800 feet. Well drilling should be completed within the next week and then the well will be ready to be test pumped.
- The CT's are still behind schedule for the Pony Express pump station. The contractor is concerned they might be delayed until August but is trying to find alternatives. The Cory Wride booster station will have a final walkthrough on June 19 and should be ready to be turned over to the City.
- Staff is still tracking the construction of the Tickville crossing in SilverLake. Culverts are ordered and expected later this month.
- The Mid Valley Road design for an extension to Eagle Mountain Boulevard is about 90% complete. The City should be able to get legal descriptions and order appraisals within the next two weeks.
- Design proposals for the tertiary treatment and algae control are due Thursday and will be presented to the City Council on June 20 for a bid award.

- Proposals for the design of a 2-million-gallon tank are due next Tuesday with an expected presentation to the City Council for a bid award at the next meeting.
- City staff will be issuing a bid to upgrade the pump and motor for Well 5 which will be presented to the City Council for an award on July 18.
- City staff have been working to update the impact fee analysis for Transportation, Wastewater, and Storm Drain and these will likely be presented to City Council in June, possibly July.

Economic Development

- The first public input opportunity to view the small area plans will be taking place tomorrow, June 7, from 5:00 p.m. – 8:00 p.m. at City Hall. The public will be invited to share thoughts on potential zoning scenarios and typologies.
- Crumble's grand opening has been pushed back to June 23 at 2:00 p.m. due to contractor delays.
- Eagle Mountain City was received very well at the International Council of Shopping Centers' annual global real estate convention, resulting in strong prospects and new conversations with several major businesses and development firms interested in locating in Eagle Mountain.

Parks, Recreation, Events, and Cemetery

- The Parks and Streets Departments have coordinated work to get an asphalt overlay installed on the trail system along both sides of Ranches Parkway. The project is complete at this point with two sections of the trail left to pave which will be completed in the next fiscal year.
- The contractor has set up Storm Water Pollution Prevention Plan (SWPPP) and onsite staging for Smith Ranch Park. They will begin to mass-grade the site next week. After the mass grade is complete, they will begin the site utilities and infrastructure.
- Staff has continued working on a project with the interns to map and digitize all trails, sidewalks, and off-street trails in the community. Staff are planning for an update at the next City Council meeting.
- Last week, the Memorial Day and Pony Express Days events were great. The City appreciates all those who attended and participated.

Community Development

- In May, 65 single-family residential, 22 multifamily residential, 36 basement, and 32 solar permits were issued.
- Since May 17, 2023, 84 residential permits are in for review.
- A commercial permit was issued for Utah Valley Pediatrics.
- Pre-Construction meetings are scheduled this week for Utah Valley Pediatrics and Taco Bell.
- An advertisement for a Planning Director was posted and will remain open until filled.
- The Mountainland Association of Government (MAG) Regional Planning Committee (mayors throughout the county) approved the new Regional Transportation Plan last Thursday. Old Airport Road is our priority project, and staff and the mayor will be working with the Utah Department of Transportation (UDOT) and others to see if there are any ways that we can phase the Cedar Valley Freeway in a way that makes it happen earlier. Eagle Mountain needs a unified message to the state from all cities in the county that the transportation needs are much greater than the funding that is anticipated to be allocated to our County. Staff, elected

officials, and the lobbyist are working to convey the need for more funding to the State Legislature.

- A wildlife corridor tour has been scheduled for later this month with State and Federal Legislators, in partnership with our local wildlife partners.
- The City has launched an “Adopt a Deer” campaign in order to raise money for additional GPS monitors for mule deer. Any resident or business can participate. Donors will have regular access to deer GPS data.

Public Utilities

- The column pipe was delayed by one week for Well 5, so the completion date has been moved to next week.
- The temporary generator in White Hills will enable both wells to run simultaneously.
- Staff has started on the PRV bypass on Tiffany Lane to utilize the White Hills wells. The material begins arriving next week. This work should be complete by the end of June. This should give us an additional 2,000 GPM and will be a temporary solution to prevent failures until Well 7 and 8 are running.
- The City is currently using Well 1, Well 3, the golf course well, and CWP water.
- The Water Department is still dealing with shortages on meter smart points. No updates have been given by the supplier.
- The City started the reuse system to test the new Omniad filters Thursday. Currently, algae is an issue in the pond. Staff are looking into temporary ways to treat the algae using copper sulfate.
- SL-Rat acoustic inspection of the sewer system is almost completed for the City Center.

Streets and Storm Water

- The Pony Express paving project begins tomorrow with lowering the manhole covers in preparation for the roto-milling. The night closures on Pony Express will take place on Friday and Saturday night from 7:00 p.m. to 7:00 a.m. between Eagle Mountain Boulevard and Spring Water Way. Daytime work will begin on Monday, without street closures, and will last for 2 ½ to 3 weeks.
- West Canyon Wash is the only wash still flowing and staff continues to monitor it daily.

Facilities, Fleet, and Emergency Management

- Upgrades to the sewer building are about 90% complete.
- Construction crews are working on the doors and windows for the Sheriff’s and Recorder’s Office remodels.

1.B. DISCUSSION – Water Conservation Planning

Economic Development Director Evan Berrett presented the item and reviewed the City’s history with the Central Utah Water Conservancy District (CUWCD). Staff has coordinated with CUWCD staff on the required language in the Central Water Project (CWP) water supply agreement for landscape ordinances for new developments within the City. Eagle Mountain City requested 3,000-acre feet per year of the remaining 6,594-acre feet of the CWP water and was allotted an additional 2,000-acre feet per year.

Mr. Berrett reviewed the timeline of events related to Eagle Mountain's water conservation planning and the proposed next steps. Staff is exploring options to solve issues the City faces including high growth requiring more water than the City has rights to by 2050, pressure by the State of Utah to accommodate residential and industrial demand, and the inherent difficulty in adoption and enforcement of water conservation efforts. A broader water conservation plan was drafted prior to the landscape standards being brought to City Council. Prior to the meeting on May 2, 2023, the draft plan had only been presented to Public Works to collect feedback on the feasibility of certain strategies. In September 2022, the Council provided feedback that would help to improve this plan, but staff has not been able to implement it yet.

Mr. Berrett introduce The 50/50 Plan to reduce the projected 2050 increase in water usage by 50% (12,000-acre feet) which shares the responsibility of meeting the goal between the City and other users in Eagle Mountain. The City's efforts reduce half of the 50% projected increase, and the residents' efforts reduce demand by the remaining half through a "Correct, Collect, and Convert" strategy backed by research, calculations, and performance measures:

- Correct: 4.8% reduction through water loss prevention, 5% water rate modification, and 6% water waste reduction.
- Collect: 15.6% reduction through rainwater harvesting (0.2%), reuse water (15%), and well efficiencies (0.4%).
- Convert: 14% reduction through water-efficient landscaping requirements, 4.33% water-efficient landscaping conversion assistance, and 0.25% improvements to medians, rights-of-way, and other City property.

Eagle Mountain took a different approach to landscaping standard details than most cities in several ways:

- Implementing the standards as part of a broader water conservation plan;
- Separating standards and applying them to different parts of existing Municipal Code;
- Removing Localscapes recommendations;
- Accounting for homes with small backyards by allowing more grass in front and side yards; and
- Including restrictions on non-functional turf to apply more water conservation responsibility on non-residential property owners.

Councilmember Love expressed concern with patios in the backyard of a residence taking up the allowable turf area and not allowing additional turf in other areas of the yard.

Mr. Berrett stated that he intends to research the impacts of features such as patios, driveways, and decks on the overall amount of grass to balance the functionality of the lot with water conservation. Staff will gather feedback from the Council as the standards are drafted between now and January. The standards only apply to front and side yards, with the focus being on reducing turf that is installed primarily for aesthetics. Staff did extensive analysis on how this would impact properties and where residents would want to see the most assistance with water conservation. Additional requirements such as smart controllers, irrigation types, etc. are already being done by home builders.

City Administrator Paul Jerome clarified that the new standards would apply to all new construction using water from both the new and existing contracts.

Mayor Pro Tempore Wright cited landscaping requirements listed in an email sent by the CUWCD and clarified the requirements with CUWCD representatives. He supports requiring water-wise equipment, appliances, and irrigation and mulch in new construction; however, he would like to discuss some of the other requirements, such as the square footage of allowable grass, with the District.

CUWCD Deputy General Manager KC Shaw said that they are willing to work with Eagle Mountain on these concerns as they have with other issues in the past to come to a mutual understanding. They have already restructured the agreement with the City three times to their detriment in the best interest of the public and are willing to assume the risk on the new contract. There is flexibility in the standards and each city has adopted customized standards.

Councilmember Gray advocated for securing additional water for the City due to the importance of the commodity; nevertheless, he agrees with the preference for incentives rather than penalties and feels that the requirements being placed on the new contract renege on the terms of the existing contract.

Councilmember Curtis stated that he would support requirements if they were only for the water in the new contract and the existing 1,000-acre feet that will be combined with it for the Firefly Development. He is opposed to forbidding park strips and types of grass.

Mr. Jerome clarified that the decision for the requirements was made by the Central Utah Water Board. The current contract would remain the same should the Council decide not to adopt the standards necessary to secure the additional 2,000-acre feet.

1.C. DISCUSSION/UPDATE – Porter’s Crossing Town Center

Deputy City Administrator/Community Development Director Steve Mumford explained that following the City Council's recent approval of the Porter's Crossing Town Center Master Development Plan and Agreement, including a rezone and General Plan amendment, the applicant is updating their exhibits and agreement and wants to verify that the following updates meet the intent of the Council's approval:

- Designation and relocation of the public parking along the connector road in Pod 15A;
- Relocation of the improved open space from Pod 15B to Pod 15A;
- Modification of the trail connecting through the project from the south side to the north side of Pod 9 that will connect to a future park to the southeast;
- Addition of a retention pond in Pod 15B;
- The north-to-south road on the east of Pod 10 and west of Pods 15A and 15B will be constructed with a road-base shoulder, 32 feet of asphalt, and swales on each side;
- Inclusion of the parking areas for the multifamily in the MF2 zone; and
- Request for an exception to the masonry wall requirement to allow them to complete the sections of vinyl fencing as many of the properties already have fences and due to concerns with issues with installing the footings for a masonry wall in the gas line easement.

He reviewed the changes to the verbiage in the third amendment to the Porter's Crossing Town Center Master Development Agreement.

Applicant representative Khosrow Semnani explained the reason they desire to zone the parking differently is due to dedicating the open space to the City and to clarify that the parking is not a part of the dedication. Originally, the north-to-south road was meant to be a private road only serving this development and was later negotiated to a different standard to serve other residents.

City Attorney Marcus Draper clarified that the north-to-south road will be built to the City's standards with the exception to have a trail in lieu of sidewalks and a catch slope and swale, as needed. The motion of approval for the project did not address or alter the road standards in the agreement.

Mayor Pro Tempore Wright expressed concern with the change in the location of the trail, the changes to the road standards, and the request to remove the masonry wall.

Councilmember Burnham stated her only concern is with the exclusion of the masonry wall.

Councilmember Love said that in consideration of the other exceptions the City has made for the development, she believes that it is not asking too much for the road to be built to City standards and objects to more parking being added to the utility corridor.

Mr. Mumford explained the public parking was moved to reduce the number of places the trail crosses parking lots.

Mr. Semnani stated the proposed trail would be in more secluded portions of the development and would connect to trails on the plats for 6A and 6B, recorded in 2018. The public parking was separated from the private parking and moved to the area being dedicated to the City to facilitate maintenance. The number of parking stalls has not changed.

Councilmember Gray stated that although he does not feel the fence meets the terms of the approval, he is willing to have a discussion about changing the requirement at a future meeting. He feels the City should work with the applicant on the road standards because the road benefits the City as it will serve residents living outside of this development and it was not included in any of the previous plans.

The Council raised objections to approving alternations to the agreement during a work session discussion as they feel some of the items do not meet the intent of the original approval and required those items to undergo the full approval process.

Mr. Mumford requested the Council confirm if the presented zoning map and Paragraph 5B in the agreement meet the intent of the approval.

Mayor Pro Tempore Wright said they need to have further discussions with staff to ensure the item returns and is approved in an appropriate and legal fashion. He is not in favor of approving the proposed zoning map due to the relocation of the public parking in the utility corridor.

2. RECOGNITION

2.A. Dave Ulibarri – Utah State Emergency Management Academy Certification

Mayor Pro Tempore Wright recognized and presented Dave Ulibarri with a certificate from the Federal Emergency Management Agency for completing his National Emergency Management Basic Academy Certification and establishing a teen Community Emergency Response Team course.

3. AGENDA REVIEW

13. MINUTES

13.A. May 16, 2023 Minutes – Regular City Council Meeting

Mayor Pro Tempore Wright stated that he has requested clarifications to the minutes. The Recorder's Office Council has been provided with an updated draft of the minutes.

14. PRELIMINARY PLATS & SITE PLANS

14.A. PRELIMINARY PLAT – Eagle Mountain Data Center Campus

Senior Planner David Stroud presented the item. Eagle Mountain Data Center is requesting preliminary plat approval to create 11 lots and a City-owned lot for a pump station. The plat contains 490 acres with lots that range from 5 acres to 98 acres. The City lot is 0.06 acres. The data center property is currently in the Regional Technology and Industry Overlay Zone and would normally be approved by staff in a preliminary plat that would be contained in a development agreement. However, the agreement is not yet approved by the City Council, so the standard process of preliminary plat approval from the City Council via the Planning Commission is required.

The City Council determined to retain the item to be approved on the consent agenda because their concerns with the project, such as noise generation and design standards, will be addressed during other approvals for the project.

14.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

Planning Manager Robert Hobbs explained that the applicant has requested to propose an alternative option to the City Council than the options discussed during the May 2, 2023 meeting.

The City Council determined to remove the item from the consent agenda and place it as a scheduled item to allow for further discussion.

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Pro Tempore Wright adjourned the work session at 6:19 p.m.

7:00 P.M. POLICY SESSION

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Jed Shum, Planner; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Lianne Pengra, Chief Deputy Recorder; Chris Trusty, City Engineer; Embret Fossum, Unified Fire Authority Battalion Chief; and B.J. Eccles; Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Elizabeth Fewkes, Recording Secretary; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Brad Hickman, Parks and Recreation Director.

5. CALL TO ORDER

Mayor Pro Tempore Wright called the policy session to order at 7:06 p.m.

6. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

7. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City would like to thank residents, businesses, and staff for participating in Pony Express Days. This year's event was another success. The City looks forward to hosting an even better Pony Express Days next year.
- Residents are encouraged to attend this year's PRCA Rodeo. The rodeo will run July 8 to 10 at 7:00 p.m. at the rodeo grounds.
- Eagle Mountain residents are invited to provide early feedback on special planning efforts being undertaken for three future major commercial districts on June 7 from 5:00 p.m. to 8:00 p.m. at City Hall. The public will be presented with zoning scenarios for each of these areas and be asked to share their initial thoughts. Help plan Eagle Mountain's future.
- Residents who do not use social media to stay in touch with the City are encouraged to sign up for the City's text notification system. Weekly, the City sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.

8. PUBLIC COMMENTS

Mayor Pro Tempore Wright opened public comment at 7:09 p.m. As there were no comments, he closed the hearing.

9. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray

Councilmember Gray expressed appreciation to the people who supported the Memorial Day, Pony Express Days, and Youth Council dance events. He recognized the Pony Express Days Grand Marshals Harry and Vicki Draper and invited residents to attend the rodeo. He expressed appreciation to the individuals running for City Council.

Councilmember Burnham

Councilmember Burnham thanked the residents participating in the meeting in-person and online and recognized the success of Pony Express Days and the efforts and dedication of staff and the Youth Council. She said that road rage is never excusable and finds people excusing the behavior in online comments by blaming it on traffic appalling, especially when the accident occurred when heavy traffic was not an issue. She beseeched residents to control their anger to prevent additional tragedies.

Mayor Pro Tempore Wright

Mayor Pro Tempore Wright expressed gratitude to the meeting participants, Events Department staff, and others for providing the Pony Express Days celebrations. He encouraged residents to do better with controlling their anger and recognized the Sheriff's Department and first responders for being ready, willing, and able to assist with emergencies.

Councilmember Love

Councilmember Love echoed appreciation for the Pony Express Days events and first responders. She thanked the individuals running for City Council and offered to answer candidates' questions. She recognized Chris Sullivan and presented him with a Challenge Coin for providing encouragement and kindness to others by running with a sign that says, "I believe in you," after being inspired by another Eagle Mountain resident, Benjamin Lyne.

10. INTRODUCTIONS AND OATH OF OFFICE

10.A. Youth Council

Councilmember Burnham announced and congratulated Youth Mayor Ericsson Ansah-Antwi and Youth Councilmembers Kennseth (KJ) Call, Sedona Montano, Gabbi Pengra, Taya Watson, and Ed Vanisi. She reminded residents that all youth can participate in Youth Council activities.

Assistant City Administrator/City Recorder Fionnuala Kofoed administered the oath of office to Gabbi Pengra and Taya Watson. The Youth Mayor and other Youth Councilmembers were unable to attend and will have the oath administered at a later date.

CONSENT AGENDA

11. BID AWARDS

11.A. Walden Park Road Extension – Newman Construction

12. BOND RELEASES

12.A. Available Self Storage – Out of Warranty

12.B. Skyline Ridge Phase 2, Plat 4 – Out of Warranty

12.C. Skyline Ridge Phase 2, Plat 5 – Out of Warranty

12.D. Spring Run Phase C, Plat 1 – Out of Warranty

13. MINUTES

13.A. May 16, 2023 Minutes – Regular City Council Meeting

14. PRELIMINARY PLATS & SITE PLANS

14.A. PRELIMINARY PLAT – Eagle Mountain Data Center Campus

14.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

MOTION: *Councilmember Love moved to approve the consent agenda, removing item 14.B. and placing it as a scheduled item. Councilmember Burnham seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

☒ ***Jared Gray***

☒ ***Carolyn Love***

☒ ***Brett Wright***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

Those Abstaining

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

Those Absent

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

The motion passed with a unanimous vote.

SCHEDULED ITEMS

14.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

Planning Manager Robert Hobbs presented the preliminary plat and site plan with 235 townhouse units on 31.28 acres of land within Parkway Fields Phase C. The Council previously tabled the item to give the applicant time to revise Plat C to only include the northern half of the plat in reaction to phasing requirements imposed by the development agreement.

Applicant representative Nate Hutchinson said they have finished approximately 350 single-family lots and have another 200 single-family lots in Harmony and 250 single-family lots SilverLake developments available. Housing unaffordability is at historic levels and does not appear to be subsiding. They are not asking for additional townhome units and have submitted all of Phases C and D to the City for preliminary plat approvals. They would like to be able to work on the townhomes to be able to offer a different product type. Their preference would be to be able to build the townhomes without the condition of reaching 70% of the project, especially considering that they sold half of the lots to the builder Lennar, which will expedite the construction of the project. They have and continue to strive to be good partners with the City. They are in the process of designing Phase F but have encountered challenges with utilities. The agreement with Lennar excludes Phase F. They desire to offer a variety of product to buyers and believe there is a market for the larger lot product in Phase F. The amenities will be completed for the townhomes prior to the first certificate of occupancy.

Applicant representative Bronson Tatton explained that the portion of the project being sold to Lennar includes half of the townhomes on both the north and south sides of the road. Seventy percent of the lots proposed in the compromise include Phases A, B, C, and D. Phases E, F, and G entail the remaining 30% of the project. The proposed revised phasing plan combines the townhomes from Phases B3, C3, F2, and G1 into a new Phase C. Since a year and a half ago when the master plan was approved, 322, or 18.9%, of the lots have been recorded, 123/7.2% are at the construction stage, 751/44% are in for approvals, and 511/29.9% remain. Phase F could be included in the conditions of developing the townhomes if desired.

Councilmember Gray stated that he is in favor of approving all the townhomes without a required percentage of completed units for single-family homes, as he feels the request is reasonable and believes the single-family units will be completed as approved.

Councilmember Curtis expressed concern with tracking the 70% requirement and the potential for future requests for additional changes or circumstantial challenges impacting the completion of the project as approved.

Councilmember Burnham said although she recognizes Councilmember Curtis' concerns, but because the single-family homes are in the process of being built, she is not as worried about the remainder of the project being developed as planned.

Mayor Pro Tempore Wright said as he thinks the request is reasonable, he would be in favor of allowing the changes if the items on page two of the narrative with proposed changes submitted to the City by Flagship, and the Planning Commission's recommendation are included as conditions of approval.

Discussion considered that the number of homes in process would already meet a 70% completion percentage once the 751 lots submitted have been approved and the benefits and challenges of the requirement.

MOTION: *Councilmember Love moved to approve the preliminary plat and site plan for Parkway Fields Phase C approving all the townhomes to be built when they can be platted with the condition that the applicant shall cause all townhouse buildings' two exterior siding material types cover at least 30% of all sides (ends) of each building. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☐ <i>Colby Curtis</i>	☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☒ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>
☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☐ <i>Brett Wright</i>	☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a vote of 3 to 2.

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2023-2024 Annual Budget. ****DISCUSSION ITEM ONLY****

Finance Director Kimberly Ruesch presented the item. A portion of sales tax is withheld to support homeless shelters. Affordable housing dollars collected from the Redevelopment Agency projects are eligible to be contributed to the fund in lieu of the sales tax dollars. The maximum contribution is \$275,000 or 2.55% of the local option tax, whichever amount is lower. The City is currently contributing about \$112,000. An additional personnel request has come forward for a full-time Executive Assistant for around \$90,000, including wages and benefits. The budget currently has a 3% placeholder for performance-based wage increases and staff has requested to raise this to 6%, equaling an additional \$300,000. Except for the stormwater and wastewater positions previously discussed, expected revenue would support the additional staff position and wage increases.

City Administrator Paul Jerome explained that currently, one employee serves as an assistant for the Mayor, City Administrator, Deputy City Administrator, and Assistant City Administrator. The new employee would serve as the Mayor's assistant and Administration would have a separate assistant.

Councilmembers Gray and Curtis said they are in favor of using the affordable housing funds for homeless shelter contributions. Mayor Pro Tempore Wright concurred with using the funds this year given the option to change the allocation in the future.

Councilmembers Burnham and Love are against allocating the funds until after the City's Affordable Housing Plan is completed to determine if the funds could be better utilized in Eagle Mountain.

Discussion ensued regarding tax and revenue growth in relation to population increases and inflationary impacts.

Ms. Ruesch confirmed that a wage study is in process and the result will be available in the fall. The City has experienced staff turnover and has been unable to replace those employees due to the low wages. Bringing in new employees at higher wages results in necessary equity adjustments for existing employees. The City is trying to formulate a plan to determine market-driven wage ranges. In her time with the City, she has not experienced employees being paid in excess of market level but she has seen employees being paid below market level.

Mayor Pro Tempore Wright spoke in favor of rewarding excellence in employees and thinks the 6% placeholder is reasonable, timely, and needed.

Councilmember Burnham said she is in favor of the 6% placeholder for wage increases.

Councilmember Gray explained that he supports the 6% placeholder, as long as there are funds available to support it.

Councilmember Curtis advocated for targeted, rather than across-the-board, wage increases while recognizing that inflation has the greatest impact on entry-level employees. He suggested adding a placeholder in the budget for water conservation incentives.

Mayor Pro Tempore Wright opened the public hearing at 8:36 p.m. As there were no comments, he closed the hearing.

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as TripleTail to the Regional Technology and Industry Overlay Zone.

Senior Planner David Stroud presented the item. The applicant requests the City amend the zoning map to place the Regional Technology and Industry (RTI) Overlay zone on approximately 670 acres comprised of two locations. The first location is along the east side of the future south extension of Pony Express Parkway; the second location is along the south side of 4000 North and east of Tyson Foods and the Pole Canyon Industrial area. The two proposed RTI areas are adjacent to existing RTI overlay zone properties. The land use map identifies this property as Business Park/Light Industry and Regional Commercial. The requested zone of the RTI Overlay is compatible with the Business Park/Light Industry land use. The Planning Commission recommends approval of the rezone with a vote of 5 to 0.

Discussion considered the proximity of the two sites to residential uses and the underlying zoning of the parcels.

Applicant representative Jessica Bennett with Tract reviewed their presentation in the packet materials. She explained they install infrastructure, water, and roads to attract development to the location. She addressed the questions asked by the Council during the May 16 discussion. A hybrid solution on these parcels in Eagle Mountain would require only 0.1-acre AFA/Acre (acre-foot annually of water per acre of land) totaling 40 to 60 AFA for cooling. They intend to purchase 60 AFA from the City based on the rate schedule. Any Tract end user wishing to use more water than the allotment would have to negotiate their own water supply directly with the City. There is little to no water used for cooling except in the summer months, and storage will be utilized to minimize impacts on infrastructure. She spoke with her team regarding creating a plan to minimize lighting to ensure compliance with the dark sky ordinance.

Applicant representative technical engineer Coury Morris explained that in comparison, residential uses for 0.26-acre lots on 670 acres would use approximately 1,500 AFA.

Discussion ensued regarding water usage and comparisons with water-cooled data centers and other uses and setbacks and transition requirements.

Mayor Pro Tempore Wright expressed concerns about noise generated by the data centers impacting residents.

Ms. Bennett explained they avoid developing in residential areas and the cooling equipment in their master-planned development points inward to the buildings and face away from neighborhoods to reduce noise, and they are low noise generating. Setbacks, landscaping, and screening can further assist with reducing noise.

Staff verified the setback and screening requirements for the RTI Overlay Zone.

Mayor Pro Tempore Wright opened the public hearing at 8:55 p.m. As there were no comments, he closed the hearing.

Councilmember Curtis stated that he has objections to the RTI Overlay Zone approval process. His main issues in the past have centered around incentives attached to other projects. Water and diversification concerns give him pause, but he would rather see nonresidential uses developed on the 670 acres.

Discussion clarified that the proposed second site is outside of the Firefly development and considered potential use conflicts.

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

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

Those Abstaining

☐ ***Donna Burnham***

☐ ***Colby Curtis***

Those Absent

☐ ***Donna Burnham***

☐ ***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.

15.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain, Utah, Amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards to Clarify Minimum Setbacks and Set Maximum Footprint Coverage of Accessory Structures.

Mr. Stroud presented the item. Eagle Mountain Municipal Code permits accessory structures in residential zones; however, the current standard can be somewhat penalizing in some zones for a larger lot with a smaller footprint home. The area is present to have a large accessory building but if the home is not large, the accessory building is further limited, even though the lot can support a larger structure. The standards should have included footnote 3, “Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.” The proposed change would limit the percentage of lot coverage of an accessory building or buildings to 10 percent in the following zones: FR, R1, R2, R3, and RC, and adds footnote 4, “Maximum footprint coverage is the total coverage on the lot of all accessory structures.” The minimum lot size of these zones ranges from 10,890 square feet to 4,500 square feet. Zones from RD2 (21,780 s.f.) and above will have no restriction. A review of codes in other cities shows similar percentages.

Discussion ensued regarding the size of the allowed structure being further limited by setback requirements and utility easements; whether to have standards for the MF1, RA1, RA2, and RD1 zones; and the lack of a limit to the number of accessory structures.

Mayor Pro Tempore Wright opened the public hearing at 9:11 p.m. As there were no comments, he closed the hearing.

MOTION: ***Councilmember Gray moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards to clarify minimum setbacks and set maximum footprint coverage of accessory structures. Mayor Pro Tempore Wright seconded the motion.***

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ 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.

16. MOTION/PUBLIC HEARING

16.A. MOTION/PUBLIC HEARING – Disposal of Significant Real Property Identified as a Portion of Utah County Parcel Number 58:040:0547.

Assistant City Administrator/City Recorder Fionnuala Kofoed presented the item. The requested disposal of approximately 0.04 acres of real property, identified as a portion of Utah County Parcel No 58:040:0547 is public open space that was recently deeded to the City as a requirement of the Evans Ranch Master Development Agreement. In accordance with EMMC 3.30, the City Council must hold a public hearing to consider the disposition of City-owned property that is considered "significant." If the City Council determines that the disposal may be appropriate, the Council shall decide the best method to dispose of the property to maximize the value to the City. Should the property be sold, the Council would need to determine the party responsible for the costs of sidewalk and park strip improvements.

Ms. Kofoed explained that Utah Code 10-9a-508 Exactions states that if a municipality plans to dispose of surplus real property that was acquired as an exaction and has been owned by the municipality for less than 15 years, the municipality shall first offer to reconvey the property, without receiving additional consideration, to the person who granted the property to the municipality. While the developer has no interest in the disposal of approximately 0.04 acres of property, there would be interest if the City considered future disposal of any additional parcels that were recently deeded to the City in that location. The increase in lot size bumps the water requirement from 0.12-acre feet to 0.20-acre feet. The City Council shall determine the best method to dispose of the property to maximize the value to the City, such as retaining a real estate professional to market and sell the property, auctioning the property, or direct sale to the applicant.

Staff is examining options to improve the area and could use some of the funds remaining in the Oak Hollow parks and open space amenities fee-in-lieu. The dedication of this parcel and other lands to the City as a part of the Evans Ranch development was delayed due to the condition of the property. The property was accepted by the City once it had been cleared of garbage and debris. Wildlife Biologist/Environmental Planner Todd Black has expressed concerns with the ramifications and precedence that would be set with approving the purchase of this parcel.

Discussion considered the viability of a park in this area in conjunction with a trail system along the wash.

Applicant Riley Forkner said they have lived in this location for five years. Neighbors and builders have used the parcel as a dump site. They desire to purchase the land to be able to put up a swing set for their children. Other neighbors have encroached on the City property, but they desire to follow the correct procedure. ATVs and other activities make for an unsafe environment for their children to be able to use the space as it is. They would be amenable to having the land improved as park space.

Mayor Pro Tempore Wright opened the public hearing at 9:28 p.m. As there were no comments, he closed the hearing.

Ms. Kofoed confirmed that in the past, the City has required that all impacted homeowners purchase the full contiguous property rather than dispose of individual sections of the property.

Councilmember Love advocated for the trails system and park; however, as she feels the requested parcel would not be of great benefit or significance because of its location, she would like to see if there is a way to honor his request.

Mayor Pro Tempore Wright stated his hesitations to approve the disposal because the dedication was part of an agreement and would open additional property to disposal requests. He sees the value of the property for park space and would like the City to consider improvements for the area.

Councilmember Curtis expressed concern about setting a precedent that results in the neighbors requesting additional land or the developer desiring the land. He is in favor of the trails and parks and inquired if the improvements would be impact fee-eligible.

Mr. Mumford said that one of his employees put together a park plan that includes this area for his master's degree program, which will be presented at a future meeting. That plan includes a parking lot, picnic table, and pavilion in this area. Mr. Black is mapping the City-owned parcels. He would like to modify Municipal Code to add intended use criteria, such as the deer migration corridor and park space, when designating City-owned property as significant or insignificant.

Discussion ensued regarding the requirements for parks to be impact fee-eligible.

Later in the meeting, Mr. Draper clarified that the City's impact fee analysis lists regional parks and community parks that are designed to serve more than two neighborhoods typically covering 10 to 20 acres; however, the City has community parks as small as 4.4 acres.

MOTION: *Councilmember Gray moved to deny the disposal of significant real property identified as a portion of Utah County Parcel Number 58:040:0547. Mayor Pro Tempore Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ 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.

17. LEGISLATIVE ITEMS

17.A. Legislative Priorities List

Director of Legislative Affairs Clifford Strachan updated the Council on the status of items on the legislative priorities list. He has completed research on second class city requirements and asked the Council their preferred method to identify and address completed items.

The City Council considered the process for ongoing and completed items and approved marking the second class city requirements as complete.

Councilmember Curtis recommended adding specific criteria to Municipal Code standards to clarify requirements and circumstances under which exceptions would be considered.

Mr. Mumford explained that the Planning Department is working on small corrections to Municipal Code that they have identified but also desire to prioritize changes requested by the Council.

Councilmember Curtis and Mayor Pro Tempore Wright requested that discussion items be added to this section of the agenda regarding potential sections of Municipal Code being placed under review prior to Planning staff drafting the changes, in order to provide direction.

Mr. Mumford expressed concern about bypassing the Planning Commission in the process but said staff can reach out to the Council in instances where the standards are vague or unclear. Staff intends to seek feedback on complex items such as multifamily and commercial design standards for direction before Commission review. Potential code amendments are approved to be placed on the agenda by the Mayor.

Mr. Strachan noted that there are varying preferences regarding desired amendments and stated the importance of recognizing the particular roles assigned to each party. He advised the Council to staff to bring forth their best ideas, information, and practices, and make adjustments as the Council directs, but to not cut off the ideas before they come.

Mayor Pro Tempore Wright stated that in light of the directives from the State, he has concerns with the nuances and flexibilities in Municipal Code, particularly with Title 16. As much as he respects the Planning Commission, they are not professional planners and it is at the purview of the Council to determine the review authority. He is nervous to grant broad discretion in some cases and advocated reviewing applicable instances in Titles 16 and 17.

Councilmember Curtis concurred and said he desires to give feedback on areas where the Council has discretion.

Mr. Jerome explained that staff can misunderstand when Councilmembers are stating an opinion versus when they are providing direction. Administrator Items are intended to allow the Council to provide direction to staff as a body in a public setting. Staff will make changes as directed by the Council during their review, regardless of the staff recommendation. He beseeched staff and the Council to trust in the process and to respect each other's roles.

Discussion resolved miscommunications with previous items and explored the importance of recognizing varying perspectives of staff and elected officials.

Mr. Mumford explained the upcoming review of discretionary changes to Title 16 for Council consideration, and stated the City has until February 2024 to complete the changes.

18. CITY COUNCIL/MAYOR'S BUSINESS

None.

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham said the Youth Council meets the second Wednesday of the month. The transition from the current to the newly elected representatives will occur at their next meeting. The City is still in need of Youth Council advisors.

Councilmember Curtis

Councilmember Curtis reminded residents the rodeo will be July 8-10 at 7:00 p.m. at the rodeo grounds. He thanked the Cemetery Advisory Board for the Memorial Day program.

Councilmember Gray

None.

Councilmember Love

Councilmember Love said the Library Advisory Board has activities for younger children and for teens planned for the summer.

Mayor Pro Tempore Wright

Mayor Pro Tempore Wright recognized the American Legion's activities and participation in other City events. They are raising funds by selling water at the derby and rodeo. The Senior Citizen Advisory Council is holding a Christmas In June event catered by R&R Barbeque on June 26th. Those interested in attending need to RSVP by emailing jroberts@emcity.org.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Item

21. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 10:24 p.m. Councilmember Curtis seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***

Those Voting No

☐ ***Donna Burnham***

Those Abstaining

☐ ***Donna Burnham***

Those Absent

☐ ***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 10:24 p.m.

Approved by the City Council on June 20, 2023.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2023-2024 Budget and the Certified Tax Rate.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

Kimberly Ruesch

RECOMMENDATION:

Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, adopting the fiscal year 2023-2024 budget and 2023 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 2, 2023 and a public hearing was held on June 6, 2023 and June 20, 2023. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2023-2024.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

ORD--FY 2024 Budget and Certified Tax Rate Adoption

2023 Certified Property Tax Rate

FY 2023-2024 Budget

Capital Improvement Plan 2023-2028

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING THE EAGLE MOUNTAIN CITY
FISCAL YEAR 2023-2024 ANNUAL BUDGET TOTALING \$ _____
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 6, 2023, public comment received and considered, and that the Council may consider and adopt the Fiscal Year 2023-2024 budget.
2. “BUDGET YEAR” means the 2023-2024 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, 2023, and ends on the last day of June, 2024.
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 0.000524%.

10. ADOPTION & EFFECTIVE DATE. This Ordinance adopting the budget of Eagle Mountain City for 2023-2024 is hereby adopted on June 20, 2023 and effective for the fiscal year 2023-2024.

ENACTED this 20th day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20th day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 3047 EAGLE MOUNTAIN CITY	Form PT-693 Rev. 2/15
--	--

UTAH COUNTY

Tax Year: 2023

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	0.000524	0.000524	.007	2,445,958
Total Tax Rate	0.000524	0.000524	Total Revenue	\$2,445,958

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: _____

General Ledger

FY 2023-2022 Tentative Budget

Account Number 10	Description General Fund Revenue	2022 Actual	2023 Estimate	2024 Proposed
10-00-31116-0000	Property Taxes	\$ 1,899,951.62	\$ 2,235,000.00	\$ 2,445,958.00
10-00-31121-0000	Property Taxes (Delinquent and Prior Year)	\$ 100,049.84	\$ 140,000.00	\$ 140,000.00
10-00-31122-0000	Penalties/Interest Property Tx	\$ 1,191.09	\$ 1,000.00	\$ 1,500.00
10-00-31165-0000	UT LIBRARY & TECHNOLOGY GRANT	\$ 4,962.64	\$ 3,000.00	\$ -
10-00-31170-0000	Federal - CARES COVID Grant	\$ 2,271,799.50	\$ 2,271,799.00	\$ -
10-00-31300-0000	Sales and Use Taxes - General	\$ 8,382,904.28	\$ 9,700,000.00	\$ 10,670,000.00
10-00-31320-0000	Transient Room Tax	\$ 700.70	\$ 5,500.00	\$ 5,700.00
10-00-31350-0000	Additional Transit Tax	\$ 778,028.18	\$ 885,000.00	\$ 973,500.00
10-00-31415-0000	Municipal Energy Tax	\$ 2,457,236.63	\$ 3,200,000.00	\$ 3,200,000.00
10-00-31420-0000	Motor Vehicle Fee-In-Lieu	\$ 179,047.10	\$ 175,000.00	\$ 185,000.00
10-00-32100-0000	Licenses - Business	\$ 29,786.54	\$ 29,500.00	\$ 30,000.00
10-00-32215-0000	Franchise Agreement Fee	\$ 750.00	\$ -	\$ -
10-00-32311-0000	Bldg Permits - Building	\$ 3,210,354.56	\$ 1,200,000.00	\$ 1,331,408.00
10-00-32316-0000	Bldg Permits - Grading & Excavating	\$ 8,570.00	\$ 27,000.00	\$ 5,000.00
10-00-32320-0000	Bldg Permits - Surcharge	\$ 4,145.92	\$ 1,000.00	\$ 1,200.00
10-00-32330-0000	Bldg Permit-Temp Pwr Inspction	\$ 119,400.00	\$ 35,000.00	\$ 45,000.00
10-00-32340-0000	Building Fast Track Fees	\$ 107,600.00	\$ 22,000.00	\$ 15,000.00
10-00-33101-0000	Eco Dev - Golf Sponsorship	\$ 14,473.27	\$ 10,000.00	\$ 10,000.00
10-00-33102-0000	Ladder Signs Revenue	\$ -	\$ 6,300.00	\$ -
10-00-33103-0000	Vendor Street Fair	\$ 10,732.67	\$ -	\$ -
10-00-33400-0000	Misc. Grant Revenue	\$ 50,246.00	\$ -	\$ -
10-00-33447-0000	EMP Grant	\$ 11,625.00	\$ 3,750.00	\$ 15,000.00
10-00-33448-0000	CLEF Grant	\$ 8,210.00	\$ -	\$ -
10-00-33457-0000	Grant - Library	\$ 7,665.00	\$ -	\$ -
10-00-33460-0000	Class BC@ Road Fund Allotment	\$ 1,965,935.91	\$ 2,300,000.00	\$ 2,300,000.00
10-00-33470-0000	Municipal Tel License Tax Dist	\$ 94,782.33	\$ 100,000.00	\$ 100,000.00
10-00-33480-0000	State Liquor Fund Allotment	\$ 25,379.43	\$ 32,000.00	\$ 32,000.00
10-00-34121-0000	Process Fees - Recording of Legal Documents	\$ 14,141.11	\$ 3,300.00	\$ 5,000.00
10-00-34218-0000	Bldg Fees - Subdivision Inspection Fees	\$ 1,083,877.84	\$ 450,000.00	\$ 450,000.00
10-00-34330-0000	Fire Services	\$ 18,874.67	\$ 18,250.00	\$ 15,000.00
10-00-34331-0000	Sheriff's Service	\$ 51,500.00	\$ 65,340.00	\$ 65,000.00
10-00-34411-0000	Road Surface Treatment Fees	\$ 334,684.95	\$ 450,000.00	\$ 150,000.00
10-00-34512-0000	Dev Fee - Plan Check	\$ 1,179,745.15	\$ 450,000.00	\$ 450,000.00
10-00-34513-0000	Plan Check Solar/Commercial	\$ 85,058.00	\$ 106,000.00	\$ 106,000.00
10-00-34515-0000	Dev Fee - Plat Fees	\$ 412,248.79	\$ 231,018.00	\$ 231,000.00
10-00-34516-0000	Dev Fee - Zoning and Subdivision	\$ 2,025.00	\$ 1,740.00	\$ -
10-00-34517-0000	Dev Fee - Annexations	\$ 2,305.00	\$ -	\$ -
10-00-34520-0000	Parks Fee-in-lieu	\$ 246,478.16	\$ -	\$ -
10-00-34555-0000	Banked Water Transfer Fee	\$ 250.00	\$ -	\$ -
10-00-34610-0000	Pony Express Days Sponsorships	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00
10-00-34612-0000	Pony Express Days Rev Tickets	\$ 26,911.00	\$ 24,031.00	\$ 25,000.00
10-00-34627-0000	Vendor Booth	\$ 5,475.00	\$ 1,600.00	\$ -
10-00-34628-0000	Food Vendor Booth	\$ -	\$ 900.00	\$ -
10-00-34665-0000	EM City Merchandise	\$ 459.56	\$ 300.00	\$ 500.00
10-00-34671-0000	Miss EM Pageant Revenue	\$ 139.00	\$ 2,676.00	\$ -
10-00-34680-0000	Miscellaneous Events Revenue	\$ 25.00	\$ 1,500.00	\$ -
10-00-34711-0000	Rec Fees - Youth Sports	\$ 82,945.50	\$ 105,500.00	\$ 105,500.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-00-34712-0000	Rec Fees - Adult Sports	\$ 4,375.00	\$ 7,125.00	\$ 21,400.00
10-00-34731-0000	Use Fees - Parks and Public Pr	\$ 6,380.00	\$ 7,360.00	\$ 500.00
10-00-34910-0000	Services - Copies & Postage	\$ 284.00	\$ 842.00	\$ -
10-00-35020-0000	Damage to Property-Reimb	\$ -	\$ 10,268.00	\$ -
10-00-35610-0000	Code Enforcement Fines	\$ 600.00	\$ 1,450.00	\$ 1,500.00
10-00-35710-0000	Cell Tower Lease	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
10-00-35990-0000	Util Reconnect/Disconnect Fee	\$ 5,300.00	\$ 19,275.00	\$ -
10-00-36010-0000	Library - Fees	\$ 5,120.82	\$ 5,500.00	\$ 5,000.00
10-00-36020-0000	Late/Delinquent Fees Penalties	\$ 129,425.00	\$ 225,000.00	\$ -
10-00-36030-0000	Revenue from Collections	\$ 5,876.39	\$ 4,001.00	\$ -
10-00-36080-0000	NSF Fee	\$ 5,900.00	\$ 7,750.00	\$ 7,000.00
10-00-37010-0000	Interest Earnings	\$ 195,191.29	\$ 440,000.00	\$ 150,000.00
10-00-37020-0000	Sale of Assets	\$ 430,562.00	\$ -	\$ -
10-00-37029-0000	Gain on Sale of Assets	\$ 273.95	\$ -	\$ -
10-00-37090-0000	Other Miscellaneous	\$ 510,112.18	\$ -	\$ -
10-00-37151-0000	Due From Water (Admin Charge)	\$ 577,308.00	\$ 715,705.00	\$ 933,134.00
10-00-37152-0000	Due From Sewer (Admin Charge)	\$ 567,168.00	\$ 703,151.00	\$ 933,134.00
10-00-37157-0000	Due From Solid Waste (Admin Ch	\$ 104,388.00	\$ 110,530.00	\$ 116,637.00
10-00-37159-0000	Due From Storm Drain (Admin Ch	\$ 92,148.00	\$ 110,062.00	\$ 115,855.00
10-00-37172-0000	Due From AA 2013-1 (Admin Chrg	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
10-00-38180-0000	Due From RDA	\$ 57,918.61	\$ 25,278.00	\$ 25,278.00
10-00-38401-0000	Contribution other Cities	\$ 246,990.83	\$ -	\$ -
10-00-39111-0000	Bond Proceeds	\$ 22,915,000.00	\$ -	\$ -
10-00-39120-0000	Premium on Bonds Sold	\$ 2,305,958.00	\$ -	\$ -
10-00-39320-0000	Library - Donation - Fundraisi	\$ 1,175.65	\$ -	\$ -
10-00-39360-0000	Senior Council Fundraiser	\$ 448.10	\$ -	\$ -
10-00-39365-0000	Senior Meals - MAG Reimb.	\$ 2,665.16	\$ -	\$ -
10-00-39725-0000	Developer Cont-Street Lights	\$ 879,868.33	\$ 1,800,000.00	\$ 700,000.00
10-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,145,262.00	\$ -
	Revenue	\$ 54,371,609.25	\$ 30,649,563.00	\$ 26,131,704.00
	Expense			
41100	Legislative			
10-11-41100-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ -
10-11-41100-1112	Salaries - Part-Time Permanent	\$ 76,400.00	\$ 78,000.00	\$ 78,000.00
10-11-41100-1321	Clothing Allowance	\$ -	\$ 500.00	\$ 500.00
10-11-41100-1511	FICA	\$ 4,898.00	\$ 5,126.00	\$ 5,240.00
10-11-41100-1512	Medicare	\$ 1,145.50	\$ 1,811.00	\$ 1,230.00
10-11-41100-1521	Retirement	\$ 2,881.41	\$ 3,055.00	\$ 3,038.00
10-11-41100-1531	State Insurance Fund	\$ -	\$ -	\$ 1,110.00
10-11-41100-2121	Dues & Memberships	\$ 106.08	\$ -	\$ -
10-11-41100-2321	Travel & Training	\$ 7,502.43	\$ 7,800.00	\$ 7,800.00
10-11-41100-2369	Meetings	\$ 3,516.81	\$ 4,700.00	\$ 8,500.00
10-11-41100-2411	Office Expense & Supplies	\$ 226.04	\$ 500.00	\$ 500.00
10-11-41100-4531	Professional & Technical Servi	\$ -	\$ 100,000.00	\$ 102,000.00
10-11-41100-5003	Special Projects	\$ 943.16	\$ 1,000.00	\$ 50,000.00
41100	Legislative	\$ 97,619.43	\$ 202,492.00	\$ 257,918.00
41110	City Recorder's Office			
10-11-41110-1111	Salaries - Full-Time Permanent	\$ 200,578.18	\$ 278,179.00	\$ 376,956.00
10-11-41110-1112	Salaries - Part-Time Permanent	\$ 19,885.50	\$ 20,000.00	\$ 32,604.00
10-11-41110-1211	Overtime	\$ 1,339.89	\$ 1,000.00	\$ 1,000.00
10-11-41110-1242	Car Allowance	\$ -	\$ -	\$ -
10-11-41110-1300	Employee Benefits (401K & 457)	\$ 12,735.33	\$ 17,246.00	\$ 19,430.00
10-11-41110-1321	Clothing Allowance	\$ 400.00	\$ 500.00	\$ 600.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-11-41110-1511	FICA	\$ 1,263.84	\$ 1,879.00	\$ 2,022.00
10-11-41110-1512	Medicare	\$ 3,264.87	\$ 4,471.00	\$ 5,942.00
10-11-41110-1521	Retirement	\$ 37,758.33	\$ 46,617.00	\$ 64,806.00
10-11-41110-1531	State Insurance Fund	\$ -	\$ -	\$ 337.00
10-11-41110-1541	Health Insurance	\$ 34,223.74	\$ 40,000.00	\$ 52,679.00
10-11-41110-1545	Dental Insurance	\$ 3,672.13	\$ 4,342.00	\$ 7,240.00
10-11-41110-1548	Vision Insurance	\$ 669.62	\$ 1,001.00	\$ 1,255.00
10-11-41110-1561	Long Term Disability	\$ 1,336.83	\$ 1,313.00	\$ 1,728.00
10-11-41110-2121	Dues & Memberships	\$ 1,333.47	\$ 1,700.00	\$ 2,000.00
10-11-41110-2211	Public Notices	\$ 435.22	\$ 5,000.00	\$ 4,000.00
10-11-41110-2321	Travel & Training	\$ 4,632.51	\$ 11,450.00	\$ 13,750.00
10-11-41110-2369	Meetings	\$ 489.30	\$ 300.00	\$ 500.00
10-11-41110-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41110-4138	Property Taxes	\$ 1,763.68	\$ 2,000.00	\$ 2,000.00
10-11-41110-4139	Recording Fees	\$ 9,012.65	\$ 9,000.00	\$ 9,000.00
10-11-41110-4531	Professional & Technical Servi	\$ 4,846.50	\$ 11,400.00	\$ 16,400.00
10-11-41110-4532	Record Transcription Services	\$ 41.81	\$ 2,000.00	\$ 2,000.00
10-11-41110-4950	Elections	\$ 86,839.84	\$ -	\$ 110,000.00
10-11-41110-7410	Capital Equipment	\$ -	\$ -	\$ -
10-11-41110-7412	Computer Equipment	\$ -	\$ -	\$ -
10-11-41110-7552	Furniture	\$ -	\$ -	\$ -
41110	City Recorder's Office	\$ 426,523.24	\$ 459,398.00	\$ 726,249.00
41220	Attorney			
10-11-41220-1111	Salaries - Full-Time Permanent	\$ -	\$ 70,000.00	\$ 132,501.00
10-11-41220-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-11-41220-1211	Overtime	\$ -	\$ -	\$ -
10-11-41220-1300	Employee Benefits (401K & 457)	\$ -	\$ 5,000.00	\$ 8,216.00
10-11-41220-1321	Clothing Allowance	\$ -	\$ -	\$ 100.00
10-11-41220-1511	FICA	\$ -	\$ -	\$ -
10-11-41220-1512	Medicare	\$ -	\$ 1,200.00	\$ 1,922.00
10-11-41220-1521	Retirement	\$ -	\$ 14,000.00	\$ 23,811.00
10-11-41220-1531	State Insurance Fund	\$ -	\$ -	\$ 109.00
10-11-41220-1541	Health Insurance	\$ -	\$ 11,000.00	\$ 18,354.00
10-11-41220-1545	Dental Insurance	\$ -	\$ 900.00	\$ 1,448.00
10-11-41220-1548	Vision Insurance	\$ -	\$ 150.00	\$ 251.00
10-11-41220-1561	Long Term Disability	\$ -	\$ 350.00	\$ 594.00
10-11-41220-2121	Dues & Memberships	\$ -	\$ 1,495.00	\$ 815.00
10-11-41220-2321	Travel & Training	\$ -	\$ 1,200.00	\$ 5,000.00
10-11-41220-2369	Meetings	\$ -	\$ -	\$ -
10-11-41220-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41220-2513	Materials & Supplies	\$ -	\$ -	\$ -
10-11-41220-4121	Attorney Fees	\$ 127,051.09	\$ 150,000.00	\$ 125,000.00
10-11-41220-4531	Professional & Technical Servi	\$ 2,025.00	\$ 5,000.00	\$ 14,250.00
10-11-41220-5003	Special Projects	\$ -	\$ -	\$ -
10-11-41220-7412	Computer equipment	\$ -	\$ -	\$ -
10-11-41220-7552	Furniture	\$ -	\$ -	\$ -
41220	Attorney	\$ 129,076.09	\$ 260,295.00	\$ 332,371.00
41310	Executive			
10-11-41310-1111	Salaries - Full-Time Permanent	\$ 387,684.45	\$ 468,296.00	\$ 721,689.00
10-11-41310-1112	Salaries - Part-Time Permanent	\$ 14,492.81	\$ 23,415.00	\$ 21,625.00
10-11-41310-1211	Overtime	\$ 1,684.30	\$ 2,000.00	\$ 2,000.00
10-11-41310-1242	Car Allowance	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00
10-11-41310-1300	Employee Benefits (401K & 457)	\$ 24,049.65	\$ 30,883.00	\$ 42,488.00
10-11-41310-1321	Clothing Allowance	\$ 450.00	\$ 650.00	\$ 1,310.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-11-41310-1511	FICA	\$ 1,047.43	\$ 1,364.00	\$ 1,342.00
10-11-41310-1512	Medicare	\$ 6,129.05	\$ 8,447.00	\$ 10,792.00
10-11-41310-1521	Retirement	\$ 70,486.27	\$ 73,208.00	\$ 120,116.00
10-11-41310-1531	State Insurance Fund	\$ -	\$ -	\$ 4,184.00
10-11-41310-1541	Health Insurance	\$ 67,668.85	\$ 65,593.00	\$ 109,403.00
10-11-41310-1545	Dental Insurance	\$ 5,427.66	\$ 7,061.00	\$ 10,659.00
10-11-41310-1548	Vision Insurance	\$ 911.98	\$ 1,228.00	\$ 1,681.00
10-11-41310-1561	Long Term Disability	\$ 2,726.13	\$ 2,461.00	\$ 3,143.00
10-11-41310-2121	Dues & Memberships	\$ 34,479.71	\$ 41,000.00	\$ 42,900.00
10-11-41310-2321	Travel & Training	\$ 8,501.07	\$ 11,640.00	\$ 15,775.00
10-11-41310-2369	Meetings	\$ 213.68	\$ 750.00	\$ 500.00
10-11-41310-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41310-2513	Materials & Supplies	\$ 1,693.32	\$ -	\$ -
10-11-41310-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
10-11-41310-5003	Special Projects	\$ -	\$ 1,000.00	\$ 1,000.00
10-11-41310-7412	Computer equipment	\$ -	\$ -	\$ 2,500.00
10-11-41310-7552	Furniture	\$ -	\$ -	\$ -
10-11-41310-9154	Due To Fleet Fund	\$ 26,580.24	\$ 25,384.00	\$ 26,580.00
41310	Executive	\$ 667,426.60	\$ 777,580.00	\$ 1,152,887.00
41410	Finance			
10-11-41410-1111	Salaries - Full-Time Permanent	\$ 293,976.22	\$ 365,193.00	\$ 356,395.00
10-11-41410-1112	Salaries - Part-Time Permanent	\$ -	\$ 9,000.00	\$ -
10-11-41410-1211	Overtime	\$ 591.87	\$ 1,500.00	\$ 1,500.00
10-11-41410-1300	Employee Benefits (401K & 457)	\$ 14,685.93	\$ 22,835.00	\$ 20,048.00
10-11-41410-1321	Clothing Allowance	\$ 410.00	\$ 410.00	\$ 450.00
10-11-41410-1511	FICA	\$ -	\$ 250.00	\$ -
10-11-41410-1512	Medicare	\$ 4,143.05	\$ 5,500.00	\$ 5,170.00
10-11-41410-1521	Retirement	\$ 53,022.41	\$ 63,128.00	\$ 55,509.00
10-11-41410-1531	State Insurance Fund	\$ -	\$ 1,000.00	\$ 294.00
10-11-41410-1541	Health Insurance	\$ 65,212.78	\$ 90,136.00	\$ 77,814.00
10-11-41410-1545	Dental Insurance	\$ 5,199.96	\$ 7,000.00	\$ 5,878.00
10-11-41410-1548	Vision Insurance	\$ 829.31	\$ 1,250.00	\$ 1,035.00
10-11-41410-1561	Long Term Disability	\$ 1,971.87	\$ 1,891.00	\$ 1,727.00
10-11-41410-2121	Dues & Memberships	\$ 789.00	\$ 600.00	\$ 600.00
10-11-41410-2321	Travel & Training	\$ 6,775.55	\$ 7,485.00	\$ 6,650.00
10-11-41410-2369	Meetings	\$ 88.68	\$ 300.00	\$ 300.00
10-11-41410-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41410-2513	Materials & Supplies	\$ 15.84	\$ -	\$ -
10-11-41410-4140	Banking Fees	\$ 63,822.00	\$ 60,000.00	\$ 65,000.00
10-11-41410-4531	Professional & Technical Servi	\$ 41,976.67	\$ 42,750.00	\$ 48,335.00
10-11-41410-6000	Bad Debt Expense	\$ -	\$ -	\$ -
10-11-41410-6110	Contractual Agreements	\$ -	\$ 486,112.00	\$ -
10-11-41410-7411	Office Equipment	\$ -	\$ -	\$ -
10-11-41410-7412	Computer Equipment	\$ -	\$ -	\$ -
10-11-41410-9701	Fraud Loss	\$ -	\$ 1,126,937.00	\$ -
41410	Finance	\$ 553,511.14	\$ 2,293,277.00	\$ 646,705.00
41710	Engineering			
10-11-41710-1111	Salaries - Full-Time Permanent	\$ 400,745.78	\$ 536,580.00	\$ 653,019.00
10-11-41710-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-11-41710-1211	Overtime	\$ 5,558.30	\$ 3,700.00	\$ 3,500.00
10-11-41710-1242	Car Allowance	\$ -	\$ -	\$ -
10-11-41710-1300	Employee Benefits (401K & 457)	\$ 23,896.83	\$ 25,030.00	\$ 31,373.00
10-11-41710-1321	Clothing Allowance	\$ 1,850.00	\$ 2,250.00	\$ 1,750.00
10-11-41710-1512	Medicare	\$ 5,976.19	\$ 7,708.00	\$ 9,473.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-11-41710-1521	Retirement	\$ 74,064.33	\$ 91,890.00	\$ 111,797.00
10-11-41710-1531	State Insurance Fund	\$ -	\$ -	\$ 6,963.00
10-11-41710-1541	Health Insurance	\$ 103,272.98	\$ 119,715.00	\$ 135,491.00
10-11-41710-1545	Dental Insurance	\$ 7,940.88	\$ 8,300.00	\$ 9,152.00
10-11-41710-1548	Vision Insurance	\$ 1,450.32	\$ 1,600.00	\$ 1,611.00
10-11-41710-1561	Long Term Disability	\$ 2,589.16	\$ 2,810.00	\$ 3,145.00
10-11-41710-2121	Dues & Memberships	\$ 1,490.00	\$ 1,130.00	\$ 2,000.00
10-11-41710-2321	Travel & Training	\$ 1,006.74	\$ 5,040.00	\$ 5,600.00
10-11-41710-2369	Meetings	\$ 337.76	\$ 500.00	\$ 500.00
10-11-41710-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41710-2513	Materials & Supplies	\$ 2,415.20	\$ 2,700.00	\$ 3,000.00
10-11-41710-2523	Blue Stakes Supplies	\$ 2,485.96	\$ 2,500.00	\$ 2,500.00
10-11-41710-4531	Professional & Technical Servi	\$ 34,776.13	\$ 455,290.00	\$ 20,000.00
10-11-41710-7410	Equipment	\$ -	\$ -	\$ -
10-11-41710-7411	Office Equipment	\$ -	\$ -	\$ -
10-11-41710-7412	Computer Equipment	\$ -	\$ -	\$ 2,500.00
10-11-41710-9154	Due To Fleet Fund	\$ 25,254.60	\$ 96,049.00	\$ 138,540.00
41710	Engineering	\$ 695,111.16	\$ 1,362,792.00	\$ 1,141,914.00
41800	Planning & Zoning			
10-32-41800-1111	Salaries - Full-Time Permanent	\$ 305,552.71	\$ 550,000.00	\$ 691,591.00
10-32-41800-1112	Salaries - Part-Time Permanent	\$ 5,350.00	\$ 6,000.00	\$ 7,632.00
10-32-41800-1113	Salaries - Temporary Employees	\$ -	\$ -	\$ -
10-32-41800-1211	Overtime	\$ 985.65	\$ 12,000.00	\$ 5,000.00
10-32-41800-1300	Employee Benefits (401k & 457)	\$ 16,412.52	\$ 31,542.00	\$ 42,883.00
10-32-41800-1321	Clothing Allowance	\$ 1,716.77	\$ 2,055.00	\$ 2,855.00
10-32-41800-1511	FICA	\$ 331.70	\$ 372.00	\$ 474.00
10-32-41800-1512	Medicare	\$ 4,602.25	\$ 9,504.00	\$ 10,150.00
10-32-41800-1521	Retirement	\$ 52,357.32	\$ 85,894.00	\$ 118,263.00
10-32-41800-1531	State Insurance Fund	\$ -	\$ -	\$ 3,136.00
10-32-41800-1541	Health Insurance	\$ 73,705.61	\$ 111,352.00	\$ 147,570.00
10-32-41800-1545	Dental Insurance	\$ 4,815.05	\$ 8,500.00	\$ 9,981.00
10-32-41800-1548	Vision Insurance	\$ 904.01	\$ 1,869.00	\$ 1,854.00
10-32-41800-1561	Long Term Disability	\$ 3,105.39	\$ 2,660.00	\$ 3,277.00
10-32-41800-2121	Dues & Memberships	\$ 1,004.00	\$ 3,702.00	\$ 3,275.00
10-32-41800-2321	Travel & Training	\$ 1,700.51	\$ 9,020.00	\$ 11,000.00
10-32-41800-2369	Meetings	\$ 217.61	\$ 3,200.00	\$ 3,200.00
10-32-41800-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-32-41800-4261	Computer Software & Maintenan	\$ -	\$ -	\$ -
10-32-41800-4531	Professional & Technical Servi	\$ 4,198.94	\$ 30,000.00	\$ 40,500.00
10-32-41800-5001	Misc - Expenses	\$ 844.98	\$ 1,100.00	\$ 1,100.00
10-32-41800-5002	Special Projects	\$ -	\$ 34,000.00	\$ 34,000.00
10-32-41800-6110	Contractual Agreements	\$ -	\$ 59,800.00	\$ 41,400.00
10-32-41800-6550	Capital - Studies	\$ -	\$ 200,000.00	\$ 50,000.00
10-32-41800-7410	Equipment	\$ -	\$ -	\$ -
10-32-41800-7411	Office Equipment	\$ -	\$ -	\$ -
10-32-41800-7412	Computer Equipment	\$ -	\$ -	\$ 5,000.00
10-32-41800-9154	Due To Fleet Fund	\$ 78,393.60	\$ 163,021.00	\$ 38,394.00
41800	Planning & Zoning	\$ 556,198.62	\$ 1,325,591.00	\$ 1,272,535.00
41910	Economic Development			
10-18-41910-1111	Salaries - Full-Time Permanent	\$ 71,949.98	\$ 78,876.00	\$ 80,561.00
10-18-41910-1300	Employee Benefits (401K & 457)	\$ 4,559.99	\$ 4,890.00	\$ 3,308.00
10-18-41910-1321	Clothing Allowance	\$ 90.00	\$ 100.00	\$ 80.00
10-18-41910-1512	Medicare	\$ 1,059.29	\$ 1,143.00	\$ 1,169.00
10-18-41910-1521	Retirement	\$ 12,275.54	\$ 7,888.00	\$ 13,043.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-18-41910-1531	State Insurance Fund	\$ -	\$ -	\$ 66.00
10-18-41910-1541	Health Insurance	\$ 15,525.60	\$ 16,519.00	\$ 14,684.00
10-18-41910-1545	Dental Insurance	\$ 1,211.85	\$ 1,303.00	\$ 1,158.00
10-18-41910-1548	Vision Insurance	\$ 220.03	\$ 226.00	\$ 201.00
10-18-41910-1561	Long Term Disability	\$ 402.41	\$ 403.00	\$ 375.00
10-18-41910-2121	Dues & Memberships	\$ 13,046.00	\$ 18,565.00	\$ 20,105.00
10-18-41910-2321	Travel & Training	\$ 1,690.75	\$ 11,350.00	\$ 6,000.00
10-18-41910-2369	Meetings	\$ 737.52	\$ -	\$ 1,000.00
10-18-41910-4531	Professional & Technical Servi	\$ -	\$ 137,500.00	\$ -
10-18-41910-5780	Marketing Tools	\$ 967.98	\$ 2,460.00	\$ 11,710.00
10-18-41910-6110	Contractual Agreements	\$ -	\$ -	\$ -
10-18-41910-6522	Economic Development	\$ 22,797.38	\$ 37,500.00	\$ 15,000.00
10-18-41910-6525	Development Agreements	\$ 1,024,222.06	\$ 600,000.00	\$ 600,000.00
41910	Economic Development	\$ 1,170,756.38	\$ 918,723.00	\$ 768,460.00
41940	Recreation			
10-18-41940-1111	Salaries - Full-Time Permanent	\$ 99,188.17	\$ 151,336.00	\$ 156,791.00
10-18-41940-1112	Salaries - Part-Time Permanent	\$ 816.00	\$ 31,487.00	\$ 39,150.00
10-18-41940-1211	Overtime	\$ 8,374.88	\$ 5,000.00	\$ 7,000.00
10-18-41940-1300	Employee Benefits (401K & 457)	\$ 6,799.67	\$ 9,383.00	\$ 9,723.00
10-18-41940-1321	Clothing Allowance	\$ 447.50	\$ 800.00	\$ 628.00
10-18-41940-1511	FICA	\$ 50.59	\$ 1,952.00	\$ 2,295.00
10-18-41940-1512	Medicare	\$ 1,581.82	\$ 2,650.00	\$ 2,755.00
10-18-41940-1521	Retirement	\$ 19,731.56	\$ 21,014.00	\$ 27,401.00
10-18-41940-1531	State Insurance Fund	\$ -	\$ -	\$ 2,417.00
10-18-41940-1541	Health Insurance	\$ 31,928.76	\$ 51,655.00	\$ 40,554.00
10-18-41940-1545	Dental Insurance	\$ 2,245.55	\$ 3,813.00	\$ 2,786.00
10-18-41940-1548	Vision Insurance	\$ 423.11	\$ 675.00	\$ 508.00
10-18-41940-1561	Long Term Disability	\$ 664.93	\$ 693.00	\$ 843.00
10-18-41940-2121	Dues & Memberships	\$ 876.28	\$ 665.00	\$ 740.00
10-18-41940-2321	Travel & Training	\$ 1,214.30	\$ 3,200.00	\$ 3,200.00
10-18-41940-2369	Meetings	\$ -	\$ -	\$ -
10-18-41940-2513	Materials & Supplies	\$ 3,299.93	\$ 5,000.00	\$ 5,000.00
10-18-41940-4531	Professional & Technical Servi	\$ 2,165.00	\$ 3,500.00	\$ 3,500.00
10-18-41940-5711	Youth Sports	\$ 76,584.70	\$ 78,000.00	\$ 91,500.00
10-18-41940-5712	Adult Sports	\$ 3,622.50	\$ 15,800.00	\$ 18,300.00
10-18-41940-7000	Capital Outlay	\$ -	\$ -	\$ -
10-18-41940-9154	Due To Fleet Fund	\$ 21,618.96	\$ 79,824.00	\$ 78,261.00
41940	Recreation	\$ 281,634.21	\$ 466,447.00	\$ 493,352.00
41950	Project Mgmt & Facilities			
10-19-41950-1111	Salaries - Full-Time Permanent	\$ 199,714.83	\$ 235,560.00	\$ 145,032.00
10-19-41950-1112	Salaries - Part-Time Permanent	\$ 49,498.13	\$ 51,124.00	\$ 72,519.00
10-19-41950-1211	Overtime	\$ 7,862.96	\$ 3,000.00	\$ 9,000.00
10-19-41950-1300	Employee Benefits (401K & 457)	\$ 8,076.85	\$ 14,605.00	\$ 8,116.00
10-19-41950-1321	Clothing Allowance	\$ 1,393.04	\$ 1,200.00	\$ 750.00
10-19-41950-1511	FICA	\$ 3,236.69	\$ 3,170.00	\$ 4,499.00
10-19-41950-1512	Medicare	\$ 3,810.79	\$ 4,158.00	\$ 3,159.00
10-19-41950-1521	Retirement	\$ 34,846.32	\$ 30,796.00	\$ 25,420.00
10-19-41950-1531	State Insurance Fund	\$ 30,382.91	\$ 25,000.00	\$ 2,420.00
10-19-41950-1541	Health Insurance	\$ 57,212.91	\$ 65,297.00	\$ 39,488.00
10-19-41950-1545	Dental Insurance	\$ 3,998.57	\$ 4,704.00	\$ 2,939.00
10-19-41950-1548	Vision Insurance	\$ 726.17	\$ 814.00	\$ 518.00
10-19-41950-1561	Long Term Disability	\$ 1,500.72	\$ 1,628.00	\$ 733.00
10-19-41950-2321	Travel & Training	\$ 1,816.13	\$ 2,000.00	\$ 3,500.00
10-19-41950-2431	Uniforms	\$ -	\$ -	\$ 1,600.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-19-41950-2513	Materials & Supplies	\$ 5,242.11	\$ 10,000.00	\$ 14,000.00
10-19-41950-2610	Building & Grounds Maint	\$ 52,772.17	\$ 103,000.00	\$ 60,000.00
10-19-41950-2612	Janitorial-Custodial Supplies	\$ 18,385.62	\$ 25,000.00	\$ 30,000.00
10-19-41950-3111	Utilities	\$ 43,281.64	\$ 64,445.00	\$ 64,445.00
10-19-41950-4531	Professional & Technical Servi	\$ 9,906.02	\$ 58,440.00	\$ 1,440.00
10-19-41950-6211	Insurance & Surety Bonds	\$ 104,105.81	\$ 52,000.00	\$ 100,000.00
10-19-41950-7211	Building & Bldg Improvements	\$ 135,815.54	\$ 270,000.00	\$ 55,500.00
10-19-41950-7410	Equipment	\$ 5,122.60	\$ 5,000.00	\$ -
10-19-41950-7552	Furniture	\$ 7,322.60	\$ 87,000.00	\$ 50,000.00
10-19-41950-9154	Due To Fleet Fund	\$ 39,003.00	\$ 39,534.00	\$ 39,003.00
41950	Project Mgmt & Facilities	\$ 825,034.13	\$ 1,157,475.00	\$ 734,081.00
41955	Information Technology			
10-19-41955-1111	Salaries - Full-Time Permanent	\$ -	\$ 8,505.00	\$ 10,071.00
10-19-41955-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-19-41955-1211	Overtime	\$ -	\$ -	\$ -
10-19-41955-1300	Employee Benefits (401K & 457)	\$ -	\$ 360.00	\$ 414.00
10-19-41955-1321	Clothing Allowance	\$ -	\$ -	\$ 10.00
10-19-41955-1511	FICA	\$ -	\$ -	\$ -
10-19-41955-1512	Medicare	\$ -	\$ 123.00	\$ 147.00
10-19-41955-1521	Retirement	\$ -	\$ 1,377.00	\$ 1,631.00
10-19-41955-1531	State Insurance Fund	\$ -	\$ -	\$ 9.00
10-19-41955-1541	Health Insurance	\$ -	\$ 1,683.00	\$ 1,836.00
10-19-41955-1545	Dental Insurance	\$ -	\$ 133.00	\$ 145.00
10-19-41955-1548	Vision Insurance	\$ -	\$ 23.00	\$ 26.00
10-19-41955-1561	Long Term Disability	\$ -	\$ 42.00	\$ 47.00
10-19-41955-2121	Dues & Memberships	\$ 179.00	\$ 200.00	\$ 200.00
10-19-41955-2321	Travel & Training	\$ -	\$ -	\$ -
10-19-41955-2369	Meetings	\$ -	\$ -	\$ -
10-19-41955-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-19-41955-2513	Materials & Supplies	\$ 3,700.64	\$ 6,000.00	\$ 10,000.00
10-19-41955-3311	Telecommunication	\$ 30,964.58	\$ 33,000.00	\$ 33,000.00
10-19-41955-3313	Cell Phone	\$ 62,722.40	\$ 62,000.00	\$ 70,000.00
10-19-41955-3315	DSL Service	\$ 20,797.21	\$ 14,400.00	\$ 34,200.00
10-19-41955-4211	Network-Data Process Supplies	\$ -	\$ 57,000.00	\$ -
10-19-41955-4221	Website Maintenance	\$ 10,279.00	\$ 12,000.00	\$ 12,200.00
10-19-41955-4222	Printer/Copier Maintenance	\$ 10,209.25	\$ 13,000.00	\$ 13,000.00
10-19-41955-4261	Computer Software & Maint.	\$ 256,393.59	\$ 305,705.00	\$ 310,600.00
10-19-41955-4531	Professional & Technical Servi	\$ 114,479.17	\$ 226,000.00	\$ 210,000.00
10-19-41955-7410	Equipment	\$ -	\$ -	\$ -
10-19-41955-7412	Computer Equipment	\$ 56,875.38	\$ 109,650.00	\$ 105,550.00
10-19-41955-7552	Furniture	\$ -	\$ -	\$ -
41955	Information Technology	\$ 566,600.22	\$ 851,201.00	\$ 813,086.00
41970	Public Information Services			
10-19-41970-1111	Salaries - Full-Time Permanent	\$ 123,949.64	\$ 137,780.00	\$ 198,009.00
10-19-41970-1112	Salaries - Part-Time Permanent	\$ 46,693.85	\$ 43,158.00	\$ 50,739.00
10-19-41970-1211	Overtime	\$ 1,275.24	\$ 1,000.00	\$ 1,000.00
10-19-41970-1300	Employee Benefits (401K & 457)	\$ 7,393.22	\$ 8,543.00	\$ 12,277.00
10-19-41970-1321	Clothing Allowance	\$ 400.00	\$ 400.00	\$ 500.00
10-19-41970-1511	FICA	\$ 2,999.66	\$ 2,676.00	\$ 3,147.00
10-19-41970-1512	Medicare	\$ 2,525.56	\$ 2,623.00	\$ 3,610.00
10-19-41970-1521	Retirement	\$ 21,562.82	\$ 13,779.00	\$ 33,003.00
10-19-41970-1531	State Insurance Fund	\$ -	\$ -	\$ 206.00
10-19-41970-1541	Health Insurance	\$ 30,664.08	\$ 31,924.00	\$ 42,928.00
10-19-41970-1545	Dental Insurance	\$ 2,149.44	\$ 2,257.00	\$ 2,896.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-19-41970-1548	Vision Insurance	\$ 405.72	\$ 406.00	\$ 502.00
10-19-41970-1561	Long Term Disability	\$ 774.49	\$ 799.00	\$ 996.00
10-19-41970-2121	Dues & Memberships	\$ 400.00	\$ 1,500.00	\$ 1,500.00
10-19-41970-2321	Travel & Training	\$ -	\$ 3,500.00	\$ 1,500.00
10-19-41970-2369	Meetings	\$ -	\$ 300.00	\$ 300.00
10-19-41970-4531	Professional & Technical Servi	\$ 322.00	\$ 29,303.00	\$ 153,100.00
10-19-41970-4541	Printing & Mailing	\$ 1,381.00	\$ -	\$ 7,500.00
10-19-41970-5003	Special Projects	\$ -	\$ 1,000.00	\$ 7,000.00
10-19-41970-5005	EM City Merchandise	\$ 28,075.86	\$ -	\$ -
10-19-41970-7412	Computer Equipment	\$ 1,332.90	\$ 1,400.00	\$ 3,900.00
41970	Public Information Services	\$ 272,305.48	\$ 282,348.00	\$ 524,613.00
41980	Human Resources			
10-19-41980-1111	Salaries - Full-Time Permanent	\$ 77,738.49	\$ 90,000.00	\$ 97,520.00
10-19-41980-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-19-41980-1211	Overtime	\$ -	\$ -	\$ -
10-19-41980-1300	Employee Benefits (401K & 457)	\$ 4,962.94	\$ 6,000.00	\$ 6,047.00
10-19-41980-1321	Clothing Allowance	\$ 100.00	\$ 100.00	\$ 100.00
10-19-41980-1511	FICA	\$ -	\$ -	\$ -
10-19-41980-1512	Medicare	\$ 1,097.46	\$ 1,290.00	\$ 1,415.00
10-19-41980-1521	Retirement	\$ 13,359.61	\$ 15,000.00	\$ 15,789.00
10-19-41980-1531	State Insurance Fund	\$ -	\$ -	\$ 80.00
10-19-41980-1541	Health Insurance	\$ 17,629.44	\$ 18,354.00	\$ 18,355.00
10-19-41980-1545	Dental Insurance	\$ 1,378.44	\$ 1,448.00	\$ 1,448.00
10-19-41980-1548	Vision Insurance	\$ 250.32	\$ 251.00	\$ 251.00
10-19-41980-1561	Long Term Disability	\$ 470.56	\$ 533.00	\$ 456.00
10-19-41980-2121	Dues & Memberships	\$ 344.00	\$ 650.00	\$ 519.00
10-19-41980-2321	Travel & Training	\$ 8,906.73	\$ 12,500.00	\$ 12,750.00
10-19-41980-2371	Education Assistance	\$ 3,808.50	\$ 20,000.00	\$ 20,000.00
10-19-41980-2377	Wellness Committee	\$ -	\$ 3,000.00	\$ 6,500.00
10-19-41980-2378	Safety Award	\$ 4,204.21	\$ 3,500.00	\$ 1,500.00
10-19-41980-2379	Employee Activities	\$ 15,289.09	\$ 17,000.00	\$ 27,500.00
10-19-41980-2411	Office Expense & Supplies	\$ 25,146.46	\$ 25,000.00	\$ 25,000.00
10-19-41980-2431	Uniform & Clothing	\$ 90.00	\$ -	\$ -
10-19-41980-4261	Computer Software & Maint	\$ -	\$ -	\$ -
10-19-41980-4531	Professional & Technical Servi	\$ 32,771.47	\$ 43,000.00	\$ 28,938.00
10-19-41980-6211	Insurance & Surety Bonds	\$ -	\$ -	\$ -
41980	Human Resources	\$ 207,547.72	\$ 257,626.00	\$ 264,168.00
41990	Special Events			
10-18-41990-1111	Salaries - Full-Time Permanent	\$ 89,342.30	\$ 105,211.00	\$ 154,804.00
10-18-41990-1112	Salaries - Part-Time Permanent	\$ 2,832.63	\$ 6,000.00	\$ -
10-18-41990-1211	Overtime	\$ 8,363.25	\$ 23,000.00	\$ 15,000.00
10-18-41990-1300	Employee Benefits (401K & 457)	\$ 2,667.97	\$ 4,000.00	\$ 5,904.00
10-18-41990-1321	Clothing Allowance	\$ 200.00	\$ 600.00	\$ 905.00
10-18-41990-1511	FICA	\$ 182.59	\$ 400.00	\$ -
10-18-41990-1512	Medicare	\$ 1,497.34	\$ 2,000.00	\$ 2,247.00
10-18-41990-1521	Retirement	\$ 16,990.64	\$ 21,540.00	\$ 25,936.00
10-18-41990-1531	State Insurance Fund	\$ -	\$ -	\$ 1,889.00
10-18-41990-1541	Health Insurance	\$ 25,791.27	\$ 42,467.00	\$ 54,943.00
10-18-41990-1545	Dental Insurance	\$ 1,518.43	\$ 3,359.00	\$ 4,385.00
10-18-41990-1548	Vision Insurance	\$ 25.97	\$ 584.00	\$ 761.00
10-18-41990-1561	Long Term Disability	\$ 683.39	\$ 689.00	\$ 856.00
10-18-41990-2121	Dues & Memberships	\$ -	\$ 2,025.00	\$ 2,025.00
10-18-41990-2321	Travel & Training	\$ 2,600.72	\$ 3,050.00	\$ 4,050.00
10-18-41990-2513	Materials & Supplies	\$ 16,177.81	\$ 21,000.00	\$ 23,000.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-18-41990-5821	Fireworks	\$ -	\$ -	\$ -
10-18-41990-5850	Veterans Board	\$ -	\$ 2,100.00	\$ 2,100.00
10-18-41990-5851	Youth Council	\$ 1,161.33	\$ 3,725.00	\$ 3,725.00
10-18-41990-5852	Senior Council	\$ 4,343.30	\$ 6,000.00	\$ 6,000.00
10-18-41990-5856	Special Events	\$ 80,496.82	\$ 102,500.00	\$ 149,500.00
10-18-41990-5858	Pony Express Days Celebration	\$ 32,299.52	\$ 51,500.00	\$ 51,500.00
10-18-41990-5859	Miss Eagle Mountain Pageant	\$ 6,807.68	\$ 8,000.00	\$ 8,000.00
10-18-41990-7000	Capital Outlay	\$ -	\$ -	\$ -
10-18-41990-9154	Due To Fleet Fund	\$ 9,609.12	\$ 10,047.00	\$ 9,609.00
41990	Special Events	\$ 303,592.08	\$ 419,797.00	\$ 527,139.00
42100	Public Safety			
10-21-42100-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ 54,503.00
10-21-42100-1112	Salaries - Part-Time Permanent	\$ 111,442.30	\$ 105,235.00	\$ 125,000.00
10-21-42100-1300	Employee Benefits (401K & 457)	\$ -	\$ -	\$ -
10-21-42100-1321	Clothing Allowance	\$ 100.00	\$ 100.00	\$ 100.00
10-21-42100-1511	FICA	\$ 7,017.21	\$ 6,525.00	\$ 7,750.00
10-21-42100-1512	Medicare	\$ 1,641.09	\$ 2,000.00	\$ 2,581.00
10-21-42100-1521	Retirement	\$ -	\$ -	\$ 3,331.00
10-21-42100-1531	State Insurance Fund	\$ -	\$ 2,000.00	\$ 4,561.00
10-21-42100-1541	Health Insurance	\$ -	\$ -	\$ 18,355.00
10-21-42100-1545	Dental Insurance	\$ -	\$ -	\$ 1,448.00
10-21-42100-1548	Vision Insurance	\$ -	\$ -	\$ 251.00
10-21-42100-1561	Long Term Disability	\$ -	\$ -	\$ 287.00
10-21-42100-2321	Travel & Training	\$ -	\$ 1,000.00	\$ 1,000.00
10-21-42100-3111	Utilities	\$ -	\$ -	\$ -
10-21-42100-4410	Animal Control	\$ 28,489.00	\$ 31,284.00	\$ 58,705.00
10-21-42100-4520	Contract Services	\$ 4,232,243.22	\$ 5,086,079.00	\$ 5,935,665.00
10-21-42100-4525	Dispatch Services	\$ 186,172.87	\$ 168,000.00	\$ 352,057.00
10-21-42100-4531	Professional & Technical Servi	\$ 300.00	\$ -	\$ -
10-21-42100-5002	Special Projects	\$ 86,625.32	\$ 6,000.00	\$ 6,000.00
10-21-42100-5230	Emergency Management	\$ 5,651.09	\$ 4,000.00	\$ 2,500.00
10-21-42100-5235	CERT Training	\$ -	\$ 500.00	\$ 2,000.00
10-21-42100-5797	Planning Grant Expenses	\$ -	\$ -	\$ -
10-21-42100-5859	Rad Women/Kids	\$ 5,555.39	\$ 6,000.00	\$ 6,000.00
10-21-42100-5860	Community Safety/VIPS	\$ 2,335.62	\$ 3,000.00	\$ 3,000.00
10-21-42100-5861	Communities That Care Program	\$ 5,586.85	\$ 7,000.00	\$ 7,000.00
10-21-42100-5862	DUI Blitzes w/ Alcohol Tax Fnd	\$ -	\$ 23,000.00	\$ 32,000.00
10-21-42100-7000	Capital Outlay	\$ -	\$ -	\$ -
10-21-42100-7410	Equipment	\$ -	\$ -	\$ -
10-21-42100-7415	Emergency Management Equipment	\$ 17,878.71	\$ 36,000.00	\$ 71,000.00
42100	Public Safety	\$ 4,691,038.67	\$ 5,487,723.00	\$ 6,695,094.00
42420	Building Inspections			
10-33-42420-1111	Salaries - Full-Time Permanent	\$ 470,398.35	\$ 575,000.00	\$ 791,857.00
10-33-42420-1112	Salaries - Part-Time Permanent	\$ 39,195.13	\$ 30,000.00	\$ 34,176.00
10-33-42420-1116	Salaries - Fast Track	\$ 52,160.00	\$ 15,000.00	\$ -
10-33-42420-1211	Overtime	\$ 9,945.06	\$ 10,000.00	\$ 8,000.00
10-33-42420-1242	Car Allowance	\$ -	\$ -	\$ -
10-33-42420-1300	Employee Benefits (401K & 457)	\$ 32,532.34	\$ 38,000.00	\$ 48,701.00
10-33-42420-1321	Clothing Allowance	\$ 2,748.97	\$ 3,350.00	\$ 3,495.00
10-33-42420-1511	FICA	\$ 2,535.49	\$ 2,584.00	\$ 2,120.00
10-33-42420-1512	Medicare	\$ 8,289.98	\$ 10,000.00	\$ 11,986.00
10-33-42420-1521	Retirement	\$ 91,894.75	\$ 95,000.00	\$ 133,608.00
10-33-42420-1531	State Insurance Fund	\$ -	\$ 3,200.00	\$ 6,329.00
10-33-42420-1541	Health Insurance	\$ 137,459.54	\$ 174,835.00	\$ 209,762.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-33-42420-1545	Dental Insurance	\$ 10,628.70	\$ 15,000.00	\$ 16,234.00
10-33-42420-1548	Vision Insurance	\$ 2,126.12	\$ 2,815.00	\$ 2,823.00
10-33-42420-1561	Long Term Disability	\$ 3,569.20	\$ 3,899.00	\$ 3,948.00
10-33-42420-2121	Dues & Memberships	\$ 2,015.28	\$ 3,595.00	\$ 3,600.00
10-33-42420-2321	Travel & Training	\$ 2,162.00	\$ 5,290.00	\$ 5,290.00
10-33-42420-2369	Meetings	\$ 155.09	\$ 400.00	\$ 400.00
10-33-42420-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-33-42420-2513	Materials & Supplies	\$ 610.22	\$ 1,000.00	\$ 1,000.00
10-33-42420-4531	Professional & Technical Servi	\$ 199,598.70	\$ 200,000.00	\$ 350,000.00
10-33-42420-6110	Contractual Agreements	\$ -	\$ 29,900.00	\$ 41,400.00
10-33-42420-7000	Capital Outlay	\$ -	\$ -	\$ -
10-33-42420-7211	Buildings & Bldg Improvements	\$ -	\$ -	\$ -
10-33-42420-7410	Equipment	\$ -	\$ -	\$ -
10-33-42420-7412	Computer Equipment	\$ -	\$ -	\$ -
10-33-42420-9110	Due To General Fund	\$ -	\$ -	\$ -
10-33-42420-9154	Due To Fleet Fund	\$ 102,574.68	\$ 44,951.00	\$ 62,575.00
42420	Building Inspections	\$ 1,170,599.60	\$ 1,263,819.00	\$ 1,737,304.00
44100	Streets & Roads			
10-41-44100-1111	Salaries - Full-Time Permanent	\$ 361,975.09	\$ 450,000.00	\$ 443,371.00
10-41-44100-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ 26,460.00
10-41-44100-1211	Overtime	\$ 12,082.89	\$ 25,000.00	\$ 25,000.00
10-41-44100-1300	Employee Benefits (401k & 457)	\$ 20,793.92	\$ 23,428.00	\$ 23,507.00
10-41-44100-1321	Clothing Allowance	\$ 3,441.60	\$ 3,500.00	\$ 3,061.00
10-41-44100-1511	FICA	\$ -	\$ 1,548.00	\$ 1,548.00
10-41-44100-1512	Medicare	\$ 5,539.45	\$ 5,841.00	\$ 6,434.00
10-41-44100-1521	Retirement	\$ 66,829.99	\$ 80,000.00	\$ 74,809.00
10-41-44100-1531	State Insurance Fund	\$ -	\$ -	\$ 6,283.00
10-41-44100-1541	Health Insurance	\$ 99,518.91	\$ 115,000.00	\$ 114,472.00
10-41-44100-1545	Dental Insurance	\$ 6,461.85	\$ 6,499.00	\$ 7,626.00
10-41-44100-1548	Vision Insurance	\$ 1,192.71	\$ 1,148.00	\$ 1,340.00
10-41-44100-1561	Long Term Disability	\$ 2,579.85	\$ 2,463.00	\$ 2,318.00
10-41-44100-2321	Travel & Training	\$ 5,288.00	\$ 5,000.00	\$ 7,000.00
10-41-44100-2369	Meetings	\$ 121.57	\$ 350.00	\$ 600.00
10-41-44100-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-41-44100-2513	Materials & Supplies	\$ 53,912.98	\$ 60,000.00	\$ 65,000.00
10-41-44100-2610	Building & Grounds Maint	\$ -	\$ -	\$ -
10-41-44100-3111	Utilities	\$ 113.55	\$ -	\$ -
10-41-44100-4121	Attorney Fees	\$ 1,188.00	\$ -	\$ -
10-41-44100-4394	Collar Maintenance	\$ 12,156.15	\$ 10,000.00	\$ 10,000.00
10-41-44100-4531	Professional & Technical Servi	\$ 7,821.50	\$ 5,000.00	\$ 5,000.00
10-41-44100-4811	Equipment Rental/Lease	\$ 24,038.27	\$ 68,800.00	\$ 23,900.00
10-41-44100-5121	Unimproved Road Maint.	\$ -	\$ 6,000.00	\$ 17,000.00
10-41-44100-5122	Paved Road Maint.	\$ 1,015,912.99	\$ 1,560,889.00	\$ 1,650,000.00
10-41-44100-5123	Snow Removal	\$ 60,293.08	\$ 85,000.00	\$ 85,000.00
10-41-44100-5124	Sidewalk Maintenance	\$ 151.72	\$ 50,000.00	\$ 60,000.00
10-41-44100-5125	Seal Coat Road Maint	\$ -	\$ -	\$ -
10-41-44100-5140	Street Light New Install	\$ 1,237,120.67	\$ 1,800,000.00	\$ 700,000.00
10-41-44100-5141	Street Light Maintenance	\$ 227,266.20	\$ 200,000.00	\$ 250,000.00
10-41-44100-5142	Traffic Signal Maintenance	\$ 24,444.62	\$ 38,000.00	\$ 42,000.00
10-41-44100-5721	Chemicals & Fertilizers	\$ -	\$ -	\$ -
10-41-44100-5730	Street Sign Maintenance	\$ 49,651.03	\$ 55,000.00	\$ 55,000.00
10-41-44100-5731	Street Sweeping	\$ -	\$ -	\$ -
10-41-44100-7000	Capital Outlay	\$ -	\$ -	\$ -
10-41-44100-7410	Equipment	\$ 35,626.00	\$ 25,000.00	\$ 172,500.00
10-41-44100-8211	Lease Purchase	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-41-44100-9154	Due To Fleet Fund	\$ 250,892.40	\$ 247,345.00	\$ 250,892.00
10-41-44100-9179	Due To Road Debt Fund	\$ -	\$ -	\$ -
44100	Streets & Roads	\$ 3,613,414.99	\$ 4,957,811.00	\$ 4,157,121.00
45100	Parks & Recreation			
10-41-45100-1111	Salaries - Full-Time Permanent	\$ 439,501.31	\$ 570,638.00	\$ 589,936.00
10-41-45100-1112	Salaries - Part-Time Permanent	\$ 37,758.14	\$ 52,916.00	\$ 52,916.00
10-41-45100-1113	Salaries - Temporary Employees	\$ -	\$ -	\$ -
10-41-45100-1211	Overtime	\$ 21,771.90	\$ 19,000.00	\$ 19,000.00
10-41-45100-1300	Employee Benefits (401k & 457)	\$ 28,717.64	\$ 35,379.00	\$ 34,021.00
10-41-45100-1321	Clothing Allowance	\$ 3,839.47	\$ 5,600.00	\$ 4,761.00
10-41-45100-1511	FICA	\$ 4,644.62	\$ 3,281.00	\$ 3,380.00
10-41-45100-1512	Medicare	\$ 7,427.64	\$ 9,043.00	\$ 10,064.00
10-41-45100-1521	Retirement	\$ 81,976.60	\$ 70,364.00	\$ 99,388.00
10-41-45100-1531	State Insurance Fund	\$ -	\$ -	\$ 8,578.00
10-41-45100-1541	Health Insurance	\$ 123,313.79	\$ 163,391.00	\$ 150,360.00
10-41-45100-1545	Dental Insurance	\$ 8,618.53	\$ 11,954.00	\$ 10,251.00
10-41-45100-1548	Vision Insurance	\$ 1,604.30	\$ 2,107.00	\$ 1,840.00
10-41-45100-1561	Long Term Disability	\$ 3,918.15	\$ 4,054.00	\$ 3,165.00
10-41-45100-2121	Dues & Memberships	\$ 745.00	\$ 1,145.00	\$ 1,145.00
10-41-45100-2321	Travel & Training	\$ 825.00	\$ 5,400.00	\$ 6,100.00
10-41-45100-2369	Meetings	\$ 262.78	\$ 400.00	\$ 400.00
10-41-45100-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-41-45100-2513	Materials & Supplies	\$ 22,269.33	\$ 30,000.00	\$ 31,500.00
10-41-45100-2610	Building & Grounds Maint	\$ 24,444.32	\$ 15,000.00	\$ 17,500.00
10-41-45100-3111	Utilities	\$ 147,071.69	\$ 180,000.00	\$ 180,000.00
10-41-45100-4121	Attorney Fees	\$ 2,088.00	\$ -	\$ -
10-41-45100-4531	Professional & Technical Servi	\$ 535,306.44	\$ 631,000.00	\$ 842,050.00
10-41-45100-4811	Equipment Rental/Lease	\$ 6,445.00	\$ 20,000.00	\$ 20,000.00
10-41-45100-5405	Park Amenities Repair/Replace	\$ 20,572.86	\$ 94,000.00	\$ 94,000.00
10-41-45100-5406	Park Fee In Lieu	\$ -	\$ -	\$ -
10-41-45100-5410	Landscape Maintenance	\$ 86,380.73	\$ 60,000.00	\$ 60,000.00
10-41-45100-5420	Parks Trail Maintenance	\$ 27,203.65	\$ 80,000.00	\$ 80,000.00
10-41-45100-5425	Silverlake Trees	\$ -	\$ -	\$ -
10-41-45100-5430	City Wide Trees	\$ 25,364.20	\$ 40,000.00	\$ 60,000.00
10-41-45100-5721	Chemicals & Fertilizers	\$ 4,009.42	\$ 5,000.00	\$ 5,000.00
10-41-45100-7410	Equipment	\$ 111,160.65	\$ 41,169.00	\$ 11,000.00
10-41-45100-8211	Lease Purchase	\$ -	\$ 14,300.00	\$ 14,300.00
10-41-45100-9154	Due To Fleet Fund	\$ 104,916.12	\$ 200,386.00	\$ 164,559.00
45100	Parks & Recreation	\$ 1,882,157.28	\$ 2,365,527.00	\$ 2,575,214.00
45800	Library			
10-18-45800-1111	Salaries - Full-Time Permanent	\$ 122,453.09	\$ 269,035.00	\$ 262,977.00
10-18-45800-1112	Salaries - Part-Time Permanent	\$ 133,351.70	\$ 151,299.00	\$ 168,098.00
10-18-45800-1211	Overtime	\$ -	\$ -	\$ -
10-18-45800-1300	Employee Benefits (401K & 457)	\$ 7,821.80	\$ 16,679.00	\$ 13,817.00
10-18-45800-1321	Clothing Allowance	\$ 800.00	\$ 1,300.00	\$ 1,700.00
10-18-45800-1511	FICA	\$ 8,546.73	\$ 9,382.00	\$ 10,425.00
10-18-45800-1512	Medicare	\$ 3,731.39	\$ 6,094.00	\$ 6,256.00
10-18-45800-1521	Retirement	\$ 23,301.34	\$ 38,802.00	\$ 45,304.00
10-18-45800-1531	State Insurance Fund	\$ -	\$ -	\$ 359.00
10-18-45800-1541	Health Insurance	\$ 35,258.88	\$ 100,946.00	\$ 79,988.00
10-18-45800-1545	Dental Insurance	\$ 2,756.88	\$ 7,960.00	\$ 6,170.00
10-18-45800-1548	Vision Insurance	\$ 500.64	\$ 1,377.00	\$ 1,078.00
10-18-45800-1561	Long Term Disability	\$ 796.44	\$ 931.00	\$ 1,388.00
10-18-45800-2121	Dues & Memberships	\$ 12,551.22	\$ 16,000.00	\$ 1,795.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
10-18-45800-2321	Travel & Training	\$ 1,426.05	\$ 3,000.00	\$ 3,000.00
10-18-45800-2369	Meetings	\$ 51.58	\$ 150.00	\$ 300.00
10-18-45800-2411	Office Expense & Supplies	\$ 4,183.94	\$ 5,000.00	\$ 6,000.00
10-18-45800-2513	Materials & Supplies	\$ 1,013.28	\$ 1,550.00	\$ 1,550.00
10-18-45800-4211	Computer Network & Data Proces	\$ 16,643.50	\$ 21,000.00	\$ 26,025.00
10-18-45800-4531	Professional & Technical Servi	\$ -	\$ -	\$ 10,651.00
10-18-45800-5791	Library Materials & Books	\$ 38,165.76	\$ 55,000.00	\$ 65,000.00
10-18-45800-5795	Grant funded Material/Supplies	\$ 20,312.30	\$ 27,000.00	\$ 27,000.00
10-18-45800-5856	Special Events	\$ 4,291.46	\$ 4,000.00	\$ 5,000.00
10-18-45800-7410	Equipment	\$ -	\$ 20,000.00	\$ -
10-18-45800-7412	Computer Equipment	\$ 1,644.03	\$ 5,000.00	\$ 5,000.00
10-18-45800-7552	Furniture	\$ -	\$ -	\$ 4,000.00
45800	Library	\$ 439,602.01	\$ 761,505.00	\$ 752,881.00
48100	Transfers & Contributions			
10-61-48100-9130	Due To Debt Service Fund	\$ -	\$ 217,170.00	\$ 219,610.00
10-61-48100-9147	Due To Cap Proj Fund	\$ -	\$ 4,560,966.00	\$ 339,002.00
10-61-48100-9152	Due To Sewer Fund	\$ 4,543,599.00	\$ -	\$ -
48100	Transfers & Contributions	\$ 4,543,599.00	\$ 4,778,136.00	\$ 558,612.00
	Expense	\$ 23,013,140.85	\$ 30,649,563.00	\$ 26,131,704.00
10	General Fund	\$ 31,358,443.40	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
11	Water Impact Fee Fund			
	Revenue			
34805	Impact Fees			
11-00-34805-0000	Buy In Water SA 1	\$ 2,725,652.54	\$ 400,000.00	\$ 400,000.00
11-00-34806-0000	Buy In Water SA 2	\$ 212,661.20	\$ 80,000.00	\$ 110,000.00
11-00-34860-0000	Future Facilities Water SA 1	\$ 4,311,106.98	\$ 1,400,000.00	\$ 1,260,000.00
11-00-34870-0000	Future Facilities Water SA 2	\$ 344,070.00	\$ 100,000.00	\$ 140,000.00
11-00-37010-0000	Interest Earnings	\$ 60,075.59	\$ 709,000.00	\$ 200,000.00
11-00-39920-0000	Use of Fund Reserves	\$ -	\$ 10,288,192.00	\$ 9,804,416.00
	Revenue	\$ 7,653,566.31	\$ 12,977,192.00	\$ 11,914,416.00
	Expense			
48100	Transfers & Contributions			
11-61-48100-9151	Due To Water Fund	\$ 1,241,621.80	\$ 12,497,192.00	\$ 654,416.00
48100	Transfers & Contributions	\$ 1,241,621.80	\$ 12,497,192.00	\$ 654,416.00
51000	Water Fund			
11-51-51000-4531	Professional & Technical Servi	\$ 3,442.50	\$ -	\$ -
11-51-51000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
11-51-51000-6302	SITLA Imp Fee Reimbursement	\$ -	\$ -	\$ -
11-51-51000-6310	Developer Impact Fee Reimb.	\$ 55,887.00	\$ 480,000.00	\$ 510,000.00
11-51-51000-7000	Capital Outlay	\$ -	\$ -	\$ 10,750,000.00
51000	Water Fund	\$ 59,329.50	\$ 480,000.00	\$ 11,260,000.00
	Expense	\$ 1,300,951.30	\$ 12,977,192.00	\$ 11,914,416.00
11	Water Impact Fee Fund	\$ 6,352,615.01	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
12	Wastewater Impact Fee Fund			
	Revenue			
34805	Impact Fees			
12-00-34805-0000	SSA Treatment Buy In WW	\$ 1,678,119.76	\$ 600,000.00	\$ 480,000.00
12-00-34816-0000	Evan's Ranch Trunk Line WW		\$ 60,000.00	
12-00-34820-0000	EMP Property Buy In		\$ 1,000.00	
12-00-34825-0000	Future Facilities WW SSA	\$ 1,156,564.88	\$ 500,000.00	\$ 386,800.00
12-00-34830-0000	Ranches Pkwy Extension WW	\$ 709.85	\$ 225.00	\$ -
12-00-34845-0000	Future Facilities WW NSA	\$ 237,614.67	\$ 80,000.00	\$ 72,000.00
12-00-34855-0000	Camp Williams Sewer Line	\$ 15,307.70	\$ 4,800.00	\$ 4,650.00
12-00-37010-0000	Interest Earnings	\$ 10,821.97	\$ 85,000.00	\$ 2,000.00
12-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,473,975.00	\$ -
	Revenue	\$ 3,099,138.83	\$ 3,805,000.00	\$ 945,450.00
	Expense			
48100	Transfers & Contributions			
12-61-48100-9147	Due To General Fund CP Fund	\$ 1,696,483.16	\$ -	\$ -
12-61-48100-9152	Due To Sewer Fund	\$ 1,324,924.75	\$ 3,500,000.00	\$ -
48100	Transfers & Contributions	\$ 3,021,407.91	\$ 3,500,000.00	\$ -
48700	Fund Reserve			
12-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ 940,800.00
48700	Fund Reserve	\$ -	\$ -	\$ 940,800.00
52000	Sewer Fund			
12-51-52000-4531	Professional & Technical Servi	\$ 4,335.00	\$ 5,000.00	\$ -
12-51-52000-6310	Developer Impact Fee Reimb.	\$ 205,049.21	\$ 300,000.00	\$ 4,650.00
12-81-52000-7311	Impact Fee Capital Projects	\$ -	\$ -	\$ -
52000	Sewer Fund	\$ 209,384.21	\$ 305,000.00	\$ 4,650.00
	Expense	\$ 3,230,792.12	\$ 3,805,000.00	\$ 945,450.00
12	Wastewater Impact Fee Fund	\$ (131,653.29)	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
15	Parks/Trails Impact Fee Fund			
	Revenue			
34800	Impact Fees			
15-00-34800-0000	Impact Fees	\$ 46,497.00	\$ -	\$ -
15-00-34825-0000	Future Facilities PrksTrls SSA	\$ 2,999,720.00	\$ 850,000.00	\$ 534,502.00
15-00-34845-0000	Future Facilities PrksTrls NSA	\$ 1,601,160.00	\$ 650,000.00	\$ 575,000.00
15-00-34850-0000	Future Facilities PrksTrls WSA	\$ 50,120.00	\$ 28,000.00	\$ 32,500.00
15-00-37010-0000	Interest Earnings	\$ 9,397.51	\$ 138,500.00	\$ 5,000.00
15-00-39920-0000	Use of Fund Reserves	\$ -	\$ 4,333,500.00	\$ -
	Revenue	\$ 4,706,894.51	\$ 6,000,000.00	\$ 1,147,002.00
	Expense			
45100	Parks & Recreation			
15-51-45100-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
15-51-45100-6000	Bad Debt Expense	\$ -	\$ -	\$ -
15-51-45100-6302	SITLA Imp Fee Reimbursement	\$ 136,151.88	\$ -	\$ -
15-51-45100-7000	Capital Outlay	\$ -	\$ -	\$ -
45100	Parks & Recreation	\$ 136,151.88	\$ -	\$ -
48100	Transfers & Contributions			
15-61-48100-9147	Due To General Fund CP Fund	\$ 5,912,164.21	\$ 6,000,000.00	\$ -
48100	Transfers & Contributions	\$ 5,912,164.21	\$ 6,000,000.00	\$ -
48700	Fund Reserve			
15-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ 1,147,002.00
48700	Fund Reserve	\$ -	\$ -	\$ 1,147,002.00
	Expense	\$ 6,048,316.09	\$ 6,000,000.00	\$ 1,147,002.00
15	Parks/Trails Impact Fee Fund	\$ (1,341,421.58)	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
16	Public Safety Facility Impact			
	Revenue			
34800	Impact Fees			
16-00-34800-0000	Impact Fees	\$ 47,683.60	\$ 30,000.00	\$ 21,000.00
	Revenue	\$ 47,683.60	\$ 30,000.00	\$ 21,000.00
	Expense			
48700	Fund Reserve			
16-99-48700-9499	Fund Balance Appropriation	\$ -	\$ 30,000.00	\$ 21,000.00
	Expense	\$ -	\$ 30,000.00	\$ 21,000.00
16	Public Safety Facility Impact	\$ 47,683.60	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
17	Stormwater Impact Fee Fund			
	Revenue			
34820	Impact Fees			
17-00-34820-0000	EMP Property Buy In	\$ 23,320.64	\$ 10,000.00	\$ 7,500.00
17-00-34825-0000	Future Facilities StrmWtr SSA	\$ 499,098.76	\$ 200,000.00	\$ 141,300.00
17-00-34833-0000	Tickville Wash/Basin Eq Buy In	\$ 35,925.00	\$ 17,000.00	\$ 13,500.00
17-00-34845-0000	Future Facilities StrmWtr NSA	\$ 136,449.00	\$ 60,000.00	\$ 51,500.00
17-00-34850-0000	Future Facilities StrmWtr WSA	\$ 35,616.00	\$ 20,000.00	\$ 23,000.00
17-00-37010-0000	Interest Earnings	\$ 4,342.93	\$ 71,000.00	\$ 5,000.00
17-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,013,100.00	\$ 779,200.00
	Revenue	\$ 734,752.33	\$ 2,391,100.00	\$ 1,021,000.00
	Expense			
48100	Transfers & Contributions			
17-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ 2,351,100.00	\$ -
17-61-48100-9159	Due to Strm Wtr Fund	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ -	\$ 2,351,100.00	\$ -
59000	Storm Drain Fund			
17-51-59000-4531	Professional & Technical Servi	\$ 980.00	\$ -	\$ -
17-51-59000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
17-51-59000-6306	EM Properties Reimbursement	\$ -	\$ -	\$ -
17-51-59000-6310	Developer Impact Fee Reimb.	\$ 28,611.40	\$ 40,000.00	\$ 21,000.00
17-51-59000-7000	Capital Outlay	\$ -	\$ -	\$ 1,000,000.00
59000	Storm Drain Fund	\$ 29,591.40	\$ 40,000.00	\$ 1,021,000.00
	Expense	\$ 29,591.40	\$ 2,391,100.00	\$ 1,021,000.00
17	Stormwater Impact Fee Fund	\$ 705,160.93	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
18	Transportation Impact Fee Fund			
	Revenue			
18-00-34820-0000	EMP Property Buy In	\$ 3,861.00	\$ -	\$ -
18-00-34825-0000	Future Facilities Trans SSA	\$ 1,075,294.00	\$ 700,000.00	\$ 785,000.00
18-00-34841-0000	EM Blvd/Sweetwater SSA	\$ 77,376.00	\$ 250.00	\$ -
18-00-34845-0000	Future Facilities Trans NSA	\$ 643,363.50	\$ 250,000.00	\$ 207,000.00
18-00-34847-0000	Airport Rd ROW NSA	\$ 6,963.00	\$ -	\$ -
18-00-34848-0000	Airport Rd ROW SSA	\$ 10,032.00	\$ -	\$ -
18-00-34849-0000	Airport Rd ROW WSA	\$ 33.00	\$ -	\$ -
18-00-34850-0000	Future Facilities Trans WSA	\$ 17,290.00	\$ 10,000.00	\$ 11,000.00
18-00-37010-0000	Interest Earnings	\$ 5,802.06	\$ 71,500.00	\$ 10,000.00
18-00-39920-0000	Use of Fund Reserves	\$ -	\$ 981,049.00	\$ 4,813,362.00
	Revenue	\$ 1,840,014.56	\$ 2,012,799.00	\$ 5,826,362.00
	Expense			
44100	Streets & Roads			
18-51-44100-6302	SITLA Imp Fee Reimbursement	\$ 356,944.87	\$ -	\$ -
18-51-44100-6310	Developer Impact Fee Reimb.	\$ -	\$ 186,000.00	\$ -
18-51-44100-7000	Capital Outlay	\$ -	\$ -	\$ 4,000,000.00
44100	Streets & Roads	\$ 356,944.87	\$ 186,000.00	\$ 4,000,000.00
48100	Transfers & Contributions			
18-61-48100-9147	Due To General Fund CP Fund	\$ 2,405,056.45	\$ -	\$ -
18-61-48100-9179	Due To Debt Service Fund	\$ -	\$ 1,826,799.00	\$ 1,826,362.00
48100	Transfers & Contributions	\$ 2,405,056.45	\$ 1,826,799.00	\$ 1,826,362.00
	Expense	\$ 2,762,001.32	\$ 2,012,799.00	\$ 5,826,362.00
18	Transportation Impact Fee Fund	\$ (921,986.76)	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
30	Debt Service Fund			
	Revenue			
30-00-38110-0000	Due From General Fund	\$ -	\$ 217,170.00	\$ 219,610.00
30-00-38118-0000	Due From Trans Imp Fee Fnd	\$ -	\$ 1,826,799.00	\$ 1,826,362.00
	Revenue	\$ -	\$ 2,043,969.00	\$ 2,045,972.00
	Expense			
44100	Streets & Roads			
30-71-44100-8111	Principal	\$ -	\$ 1,220,703.00	\$ 911,386.00
30-71-44100-8121	Interest Expense	\$ -	\$ 823,266.00	\$ 1,132,086.00
30-71-44100-8151	Paying Agent Fee	\$ -	\$ -	\$ 2,500.00
44100	Streets & Roads	\$ -	\$ 2,043,969.00	\$ 2,045,972.00
	Expense	\$ -	\$ 2,043,969.00	\$ 2,045,972.00
30	Debt Service Fund	\$ -	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
47	Capital Projects General Fund			
	Revenue			
47-00-33320-0000	Safe Routes To School Grant	\$ 44,533.00	\$ -	\$ -
47-00-33330-0000	MAG Funding	\$ -	\$ 5,667,051.00	\$ -
47-00-33400-0000	Misc State Grant Revenue	\$ -	\$ 17,070.00	\$ -
47-00-37010-0000	Interest Earnings	\$ 3,692.61	\$ 933,322.00	\$ -
47-00-38110-0000	Due From General Fund	\$ -	\$ 4,560,966.00	\$ 566,099.00
47-00-38115-0000	Due From Prk/Trls Imp Fee Fnd	\$ 6,331,071.70	\$ 6,000,000.00	\$ -
47-00-38117-0000	Due From StrmWtr Imp Fee Fnd	\$ -	\$ 2,351,100.00	\$ -
47-00-38118-0000	Due From Trans Imp Fee Fnd	\$ 2,405,056.45	\$ -	\$ -
47-00-39700-0000	Contributions Private Sources	\$ -	\$ 432,786.00	\$ -
47-00-39710-0000	Assets - From Developer	\$ 33,291.29	\$ -	\$ -
47-00-39711-0000	Contributions Other Government	\$ -	\$ 210,070.00	\$ -
47-00-39920-0000	Use of Fund Reserves	\$ -	\$ 16,894,008.00	\$ 850,901.00
	Revenue	\$ 8,817,645.05	\$ 37,066,373.00	\$ 1,417,000.00
	Expense			
41950	Project Mgmt & Facilities			
47-81-41950-7048	TRUCK/EQUIP STORAGE BLDG	\$ -	\$ 300,000.00	
47-81-41950-7049	Pave Public Works Yard	\$ -	\$ 1,200,000.00	\$ -
47-81-41950-7050	Pave Senior Center Parking Lot	\$ -	\$ 25,000.00	\$ -
47-81-41950-7051	Council Chambers-Sound System	\$ -	\$ -	\$ 250,000.00
41950	Project Mgmt & Facilities	\$ -	\$ 1,525,000.00	\$ 250,000.00
44100	Streets & Roads			
47-81-44100-7001	Eagle Mountain Boulevard	\$ 1,703,262.28	\$ 9,700,000.00	\$ -
47-81-44100-7002	SR 73 Deer Crossing Detection	\$ -	\$ 250,000.00	\$ -
47-81-44100-7014	Traffic Signals	\$ 318,137.20	\$ 600,000.00	\$ -
47-81-44100-7016	Road Paving Projects	\$ -	\$ 300,000.00	\$ -
47-81-44100-7019	Misc - Street Dept Projects	\$ 3,243,548.23	\$ 5,976.00	\$ -
47-81-44100-7026	Old Airport Road	\$ 933,140.84	\$ 9,100,000.00	\$ -
47-81-44100-7027	PE Pkwy Ranches Pkwy Turnlanes	\$ -	\$ 500,000.00	\$ -
47-81-44100-7028	Lone Tree to Old Airport Rd	\$ -	\$ 125,000.00	\$ -
47-81-44100-7029	Campus Drive High T	\$ -	\$ 1,700,000.00	\$ -
47-81-44100-7046	Midvalley Road Extension	\$ 14,812.00	\$ 4,100,000.00	\$ -
47-81-44100-7047	Wasatch Wing & Clay Road	\$ -	\$ 250,000.00	\$ -
47-81-44100-7054	Traffic Signal-Major St/EM Blv	\$ -	\$ -	\$ 550,000.00
44100	Streets & Roads	\$ 6,212,900.55	\$ 26,630,976.00	\$ 550,000.00
45100	Parks & Recreation			
47-80-45100-7106	USP - City Center Streetscape	\$ -	\$ 792,991.00	\$ -
47-80-45100-7107	USP - Parks Misc.	\$ -	\$ 200,000.00	\$ -
47-80-45100-7114	USP - SageValley Trail Extend	\$ -	\$ -	\$ 22,000.00
47-80-45100-7115	USP - Rodeo Arena Lighting	\$ -	\$ -	\$ 100,000.00
47-80-45100-7116	USP - Valley View Park Lights	\$ -	\$ -	\$ 25,000.00
47-81-45100-7001	MidValley Park	\$ 1,439,090.55	\$ 38,332.00	\$ -
47-81-45100-7003	Pioneer Park	\$ 9,815.00	\$ 15,185.00	\$ -
47-81-45100-7011	Bike Park	\$ -	\$ -	\$ 20,000.00
47-81-45100-7021	Smith Ranch Park	\$ 7,110.25	\$ 5,992,889.00	\$ -
47-81-45100-7044	Trails - Misc.	\$ -	\$ 500,000.00	\$ -
47-81-45100-7045	Park&Recreation Grant Projects	\$ -	\$ 121,000.00	\$ -
47-81-45100-7111	Land and Rights of Way	\$ -	\$ 1,250,000.00	\$ -
45100	Parks & Recreation	\$ 1,456,015.80	\$ 8,910,397.00	\$ 167,000.00
48000	Transfers & Other Uses			

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
47-61-48000-9151	Due to Water Fund	\$ -	\$ -	\$ 450,000.00
48000	Transfers & Other Uses	\$ -	\$ -	\$ 450,000.00
	Expense	\$ 7,668,916.35	\$ 37,066,373.00	\$ 1,417,000.00
47	Capital Projects General Fund	\$ 1,148,728.70	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
51	Water Fund			
	Revenue			
51-00-33550-0000	CWP Development Fee	\$ 9,406,181.00	\$ 7,000,000.00	\$ 7,000,000.00
51-00-35110-0000	Utility Billing - Water	\$ 4,744,326.23	\$ 7,385,161.00	\$ 8,073,064.00
51-00-35120-0000	Damage to Service	\$ 5,224.29	\$ 10,972.00	\$ -
51-00-35130-0000	Hydrant Meter Revenue	\$ 175,084.48	\$ 175,381.00	\$ 185,000.00
51-00-35160-0000	Meter Fee - Water	\$ 205,975.00	\$ 71,000.00	\$ 54,525.00
51-00-35170-0000	Connection Fee - Water	\$ 637,200.00	\$ 195,000.00	\$ 320,000.00
51-00-36020-0000	Late/Delinquent Fees Penalties & Charges	\$ 40,000.00	\$ 52,150.00	\$ -
51-00-36030-0000	Revenue from Collections	\$ 2,314.82	\$ 2,170.00	\$ -
51-00-37010-0000	Interest Earnings	\$ 37,636.19	\$ 999,175.00	\$ 300,000.00
51-00-37090-0000	Other Miscellaneous	\$ -	\$ 15,188.00	\$ -
51-00-38111-0000	Due From Wtr Imp Fee Fund	\$ 1,241,621.80	\$ 12,497,192.00	\$ 654,416.00
51-00-38145-0000	Due from Capital Project Fund	\$ -	\$ -	\$ 450,000.00
51-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,961,048.00	\$ -
	Revenue	\$ 16,495,563.81	\$ 31,364,437.00	\$ 17,037,005.00
	Expense			
47100	Debt Service - Bonds			
51-71-47100-8111	Principal	\$ 401,100.00	\$ 423,600.00	\$ 455,650.00
51-71-47100-8121	Interest	\$ 225,438.25	\$ 212,423.00	\$ 198,766.00
51-71-47100-8151	Paying Agent Fee	\$ 2,969.17	\$ 5,500.00	\$ 5,500.00
47100	Debt Service - Bonds	\$ 629,507.42	\$ 641,523.00	\$ 659,916.00
48000	Transfers & Other Uses			
51-61-48000-9110	Due To General Fund	\$ 577,308.00	\$ 715,705.00	\$ 933,134.00
51-61-48000-9154	Due To Fleet Fund	\$ 199,347.36	\$ 326,040.00	\$ 277,633.00
51-61-48000-9163	Due to UB Internal Service Fnd	\$ 93,761.04	\$ 109,356.00	\$ 36,392.00
51-61-48000-9164	Due to GIS Internal Service Fd	\$ 111,899.04	\$ 125,644.00	\$ 144,222.00
48000	Transfers & Other Uses	\$ 982,315.44	\$ 1,276,745.00	\$ 1,391,381.00
51000	Water Fund			
51-45-51000-1111	Salaries - Full-Time Permanent	\$ 425,113.56	\$ 575,000.00	\$ 759,773.00
51-45-51000-1112	Salaries - Part-Time Permanent	\$ 12,170.72	\$ 18,000.00	\$ 52,364.00
51-45-51000-1211	Overtime	\$ 30,485.01	\$ 50,000.00	\$ 30,000.00
51-45-51000-1242	Car Allowance	\$ -	\$ -	\$ -
51-45-51000-1300	Employee Benefits (401k & 457)	\$ 25,583.67	\$ 32,000.00	\$ 34,988.00
51-45-51000-1321	Clothing Allowance	\$ 3,838.79	\$ 8,000.00	\$ 5,700.00
51-45-51000-1511	FICA	\$ 801.96	\$ 1,499.00	\$ 3,248.00
51-45-51000-1512	Medicare	\$ 6,836.53	\$ 8,950.00	\$ 11,875.00
51-45-51000-1521	Retirement	\$ 80,764.46	\$ 110,000.00	\$ 130,831.00
51-45-51000-1531	State Insurance Fund	\$ 3,244.77	\$ 3,000.00	\$ 9,227.00
51-45-51000-1541	Health Insurance	\$ 126,141.41	\$ 170,000.00	\$ 216,490.00
51-45-51000-1545	Dental Insurance	\$ 10,170.22	\$ 14,695.00	\$ 18,667.00
51-45-51000-1548	Vision Insurance	\$ 1,787.89	\$ 2,562.00	\$ 3,249.00
51-45-51000-1561	Long Term Disability	\$ 3,035.06	\$ 3,149.00	\$ 3,935.00
51-45-51000-2121	Dues & Memberships	\$ 867.50	\$ 3,250.00	\$ 3,000.00
51-45-51000-2211	Public Notices	\$ -	\$ -	\$ -
51-45-51000-2321	Travel & Training	\$ 8,414.14	\$ 9,000.00	\$ 18,200.00
51-45-51000-2369	Meetings	\$ 56.38	\$ 300.00	\$ 300.00
51-45-51000-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
51-45-51000-2513	Materials & Supplies	\$ 579,827.98	\$ 710,000.00	\$ 380,000.00
51-45-51000-2515	Scada Maintenance & Upgrades	\$ 4,205.28	\$ 60,000.00	\$ 30,000.00
51-45-51000-2610	Building & Grounds Maint	\$ 1,374.94	\$ 10,000.00	\$ 15,000.00
51-45-51000-3111	Utilities	\$ 1,083,346.53	\$ 840,000.00	\$ 865,200.00

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
51-45-51000-4121	Attorney Fees	\$ 27,072.98	\$ 25,000.00	\$ 25,000.00
51-45-51000-4140	Banking Fees	\$ 44,330.27	\$ 60,000.00	\$ 65,000.00
51-45-51000-4271	Sensus Support	\$ -	\$ 44,000.00	\$ 44,000.00
51-45-51000-4320	Engineering Services	\$ 27,228.75	\$ 35,000.00	\$ 50,000.00
51-45-51000-4391	Blue Staking	\$ 11,602.10	\$ 6,500.00	\$ 10,000.00
51-45-51000-4392	Valve Maintenance	\$ 4,875.11	\$ 30,000.00	\$ 40,000.00
51-45-51000-4393	Lab Work	\$ 19,349.00	\$ 56,500.00	\$ 50,000.00
51-45-51000-4394	Collar Maintenance	\$ 24,312.30	\$ -	\$ 30,000.00
51-45-51000-4522	CUWCD - Contracted Water	\$ 1,581,494.61	\$ 2,201,760.00	\$ 2,463,080.00
51-45-51000-4523	CUWCD - Development Fees	\$ -	\$ 7,000,000.00	\$ 7,000,000.00
51-45-51000-4531	Professional & Technical Servi	\$ 30,842.71	\$ 40,000.00	\$ 117,300.00
51-45-51000-4811	Equipment Rental/Lease	\$ 5,625.00	\$ 81,000.00	\$ 82,412.00
51-45-51000-5311	Meters - Water - New	\$ 336,313.66	\$ 479,000.00	\$ 320,000.00
51-45-51000-5312	Meters - Water - Replacement	\$ 151,367.32	\$ 215,000.00	\$ 300,000.00
51-45-51000-5721	Chemicals & Fertilizers	\$ 14,698.73	\$ 20,000.00	\$ 50,000.00
51-45-51000-5999	Depreciation	\$ 2,345,805.00	\$ 2,500,000.00	\$ 904,369.00
51-45-51000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
51-45-51000-6110	Contractual Agreements	\$ -	\$ 19,745.00	\$ -
51-45-51000-6211	Insurance & Surety Bonds	\$ -	\$ 70,000.00	\$ 70,000.00
51-45-51000-7000	Capital Outlay	\$ 615,083.55	\$ 13,683,259.00	\$ 700,000.00
51-45-51000-7010	Water Sys. Improvements Design	\$ -	\$ -	\$ -
51-45-51000-7055	Cedar Pass Drive Waterline	\$ -	\$ -	\$ -
51-45-51000-7211	Buildings & Bld. Improvements	\$ -	\$ 250,000.00	\$ 65,000.00
51-45-51000-7410	Equipment	\$ -	\$ -	\$ -
51-45-51000-7411	Office Equipment	\$ -	\$ -	\$ -
51-45-51000-7412	Computer Equipment	\$ -	\$ -	\$ 7,500.00
51-45-51000-7691	Water Rights	\$ -	\$ -	\$ -
51-45-51000-9152	Due To Sewer Fund	\$ -	\$ -	\$ -
51000	Water Fund	\$ 7,648,067.89	\$ 29,446,169.00	\$ 14,985,708.00
	Expense	\$ 9,259,890.75	\$ 31,364,437.00	\$ 17,037,005.00
51	Water Fund	\$ 7,235,673.06	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
52	Sewer Fund			
	Revenue			
52-00-33450-0000	Sewer Grant	\$ -	\$ 1,500,000.00	\$ -
52-00-35200-0000	Utility Billing - Sewer	\$ 5,992,258.03	\$ 7,878,257.00	\$ 8,302,585.00
52-00-35270-0000	Connection Fee - Sewer	\$ 139,100.00	\$ 45,000.00	\$ 35,000.00
52-00-36020-0000	Late/Delinquent Fees Penalties & Charges	\$ 40,000.00	\$ -	\$ -
52-00-37010-0000	Interest Earnings	\$ 21,066.80	\$ 52,285.00	\$ 25,000.00
52-00-38110-0000	Due From General Fund	\$ 4,543,599.00	\$ -	\$ -
52-00-38112-0000	Due From WW Impact Fee Fund	\$ 3,021,407.91	\$ 3,500,000.00	\$ -
52-00-39920-0000	Use of Fund Reserves	\$ -	\$ 1,903,001.00	\$ -
	Revenue	\$ 13,757,431.74	\$ 14,878,543.00	\$ 8,362,585.00
	Expense			
47100	Debt Service - Bonds			
52-71-47100-8111	Principal	\$ 1,175,900.00	\$ 846,400.00	\$ 887,350.00
52-71-47100-8121	Interest	\$ 313,028.75	\$ 290,412.00	\$ 266,908.00
52-71-47100-8131	Bond Refunding Cost	\$ -	\$ -	\$ -
52-71-47100-8132	Bond Issuance Costs	\$ -	\$ -	\$ -
52-71-47100-8151	Paying Agent Fee	\$ 6,819.50	\$ 5,000.00	\$ 7,000.00
47100	Debt Service - Bonds	\$ 1,495,748.25	\$ 1,141,812.00	\$ 1,161,258.00
48000	Transfers & Other Uses			
52-61-48000-9110	Due To General Fund	\$ 567,168.00	\$ 703,151.00	\$ 933,134.00
52-61-48000-9154	Due To Fleet Fund	\$ 335,247.00	\$ 167,348.00	\$ 195,247.00
52-61-48000-9163	Due to UB Internal Service Fnd	\$ 93,761.04	\$ 109,356.00	\$ 36,392.00
52-61-48000-9164	Due to GIS Internal Service Fd	\$ 111,899.04	\$ 125,644.00	\$ 144,222.00
48000	Transfers & Other Uses	\$ 1,108,075.08	\$ 1,105,499.00	\$ 1,308,995.00
52000	Sewer Fund			
52-45-52000-1111	Salaries - Full-Time Permanent	\$ 351,184.89	\$ 450,000.00	\$ 522,839.00
52-45-52000-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
52-45-52000-1211	Overtime	\$ 64,177.09	\$ 20,000.00	\$ 12,000.00
52-45-52000-1242	Car Allowance	\$ -	\$ -	\$ -
52-45-52000-1300	Employee Benefits (401k & 457)	\$ 19,169.63	\$ 24,616.00	\$ 29,243.00
52-45-52000-1321	Clothing Allowance	\$ 2,600.28	\$ 4,200.00	\$ 3,400.00
52-45-52000-1511	FICA	\$ -	\$ -	\$ -
52-45-52000-1512	Medicare	\$ 6,014.10	\$ 6,603.00	\$ 7,587.00
52-45-52000-1521	Retirement	\$ 73,236.92	\$ 80,000.00	\$ 86,998.00
52-45-52000-1531	State Insurance Fund	\$ 1,997.90	\$ 3,000.00	\$ 6,194.00
52-45-52000-1541	Health Insurance	\$ 116,318.96	\$ 136,155.00	\$ 131,381.00
52-45-52000-1545	Dental Insurance	\$ 8,625.66	\$ 10,406.00	\$ 9,773.00
52-45-52000-1548	Vision Insurance	\$ 1,595.27	\$ 1,819.00	\$ 1,730.00
52-45-52000-1561	Long Term Disability	\$ 2,622.35	\$ 2,460.00	\$ 2,317.00
52-45-52000-2121	Dues & Memberships	\$ 2,923.55	\$ 1,260.00	\$ 2,000.00
52-45-52000-2211	Public Notices	\$ -	\$ -	\$ -
52-45-52000-2321	Travel & Training	\$ 5,931.10	\$ 10,500.00	\$ 17,504.00
52-45-52000-2369	Meetings	\$ 118.90	\$ 300.00	\$ 1,000.00
52-45-52000-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
52-45-52000-2513	Materials & Supplies	\$ 524,308.29	\$ 399,135.00	\$ 260,000.00
52-45-52000-2515	Scada Maintenance & Upgrades	\$ -	\$ 55,000.00	\$ 30,000.00
52-45-52000-2516	Pre-Treatment Program	\$ 476.75	\$ -	\$ 14,875.00
52-45-52000-2517	Bio Solids Disposal	\$ 32,331.82	\$ 48,000.00	\$ 55,000.00
52-45-52000-2610	Building & Grounds Maint	\$ 29,198.10	\$ 6,000.00	\$ 16,000.00
52-45-52000-3111	Utilities	\$ 200,393.86	\$ 215,000.00	\$ 258,768.00
52-45-52000-4121	Attorney Fees	\$ 9,270.00	\$ 5,000.00	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
52-45-52000-4140	Banking Fees	\$ 44,242.96	\$ 60,000.00	\$ 50,000.00
52-45-52000-4320	Engineering Services	\$ 61,040.28	\$ 40,000.00	\$ 40,000.00
52-45-52000-4391	Blue Staking	\$ 11,602.10	\$ 6,500.00	\$ 10,000.00
52-45-52000-4393	Lab Work	\$ 43,732.30	\$ 65,000.00	\$ 65,000.00
52-45-52000-4394	Collar Maintenance	\$ 13,584.50	\$ 15,000.00	\$ 25,000.00
52-45-52000-4531	Professional & Technical Servi	\$ 102,050.00	\$ 150,000.00	\$ 214,700.00
52-45-52000-4581	TSSD Services	\$ 1,334,487.61	\$ 1,750,000.00	\$ 1,662,676.00
52-45-52000-4811	Equipment Rental/Lease	\$ 5,625.00	\$ 53,950.00	\$ 23,000.00
52-45-52000-5721	Chemicals & Fertilizers	\$ -	\$ 90,000.00	\$ 112,000.00
52-45-52000-5999	Depreciation	\$ 1,692,049.00	\$ 1,600,000.00	\$ 1,819,847.00
52-45-52000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
52-45-52000-6211	Insurance & Surety Bonds	\$ -	\$ 58,000.00	\$ 58,000.00
52-45-52000-7211	Buildings & Bld. Improvements	\$ -	\$ 150,000.00	\$ 20,000.00
52-45-52000-7311	Improvements Other Than Buildings	\$ -	\$ 65,000.00	\$ 200,000.00
52-45-52000-7410	Equipment	\$ -	\$ 80,000.00	\$ 15,000.00
52-45-52000-7411	Office Equipment	\$ -	\$ -	\$ -
52-45-52000-7421	Vehicle	\$ -	\$ -	\$ -
52-45-52000-8211	Lease Purchase Debt Service	\$ -	\$ -	\$ -
52-61-52000-9151	Due To Water Fund	\$ -	\$ -	\$ -
52000	Sewer Fund	\$ 4,760,909.17	\$ 5,662,904.00	\$ 5,783,832.00
52100	Sewer Capital Projects			
52-81-52100-7306	Waste Water Treatment Facility	\$ 6,440,814.84	\$ 223,328.00	\$ 108,500.00
52-81-52100-7307	Headworks Project	\$ -	\$ 4,245,000.00	\$ -
52-81-52100-7308	Effluent Disposal Project	\$ -	\$ 2,500,000.00	\$ -
52-81-52100-7330	Water/Sewer Building	\$ -	\$ -	\$ -
52100	Sewer Capital Projects	\$ 6,440,814.84	\$ 6,968,328.00	\$ 108,500.00
	Expense	\$ 13,805,547.34	\$ 14,878,543.00	\$ 8,362,585.00
52	Sewer Fund	\$ (48,115.60)	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
54	Fleet Fund			
	Revenue			
54-00-34891-0000	Reimbursement-Fuel Tax	\$ -	\$ 30,000.00	\$ -
54-00-37010-0000	Interest Earnings	\$ 794.41	\$ 3,500.00	\$ -
54-00-37142-0000	Insurance Reimbursements	\$ 52,128.49	\$ 34,500.00	\$ -
54-00-38110-0000	Due From General Fund	\$ 658,842.72	\$ 906,541.00	\$ 808,413.00
54-00-38151-0000	Due From Water Fund	\$ 199,347.36	\$ 326,040.00	\$ 277,633.00
54-00-38152-0000	Due From Sewer Fund	\$ 335,247.00	\$ 167,348.00	\$ 195,247.00
54-00-38159-0000	Due From Storm Drain Fund	\$ 91,535.64	\$ 84,171.00	\$ 91,536.00
54-00-39920-0000	Use of Fund Reserves	\$ -	\$ 375,785.00	\$ 447,817.00
	Revenue	\$ 1,337,895.62	\$ 1,927,885.00	\$ 1,820,646.00
	Expense			
54000	Fleet Fund			
54-45-54000-1111	Salaries - Full-Time Permanent	\$ 73,438.50	\$ 111,500.00	\$ 129,492.00
54-45-54000-1211	Overtime	\$ (157.78)	\$ 3,500.00	\$ 2,500.00
54-45-54000-1300	Employee Benefits (401k & 457)	\$ 2,560.79	\$ 6,445.00	\$ 4,788.00
54-45-54000-1321	Clothing Allowance	\$ 150.00	\$ 350.00	\$ 450.00
54-45-54000-1512	Medicare	\$ 1,078.90	\$ 1,800.00	\$ 1,880.00
54-45-54000-1521	Retirement	\$ 13,390.92	\$ 20,000.00	\$ 21,835.00
54-45-54000-1531	State Insurance Fund	\$ -	\$ -	\$ 1,604.00
54-45-54000-1541	Health Insurance	\$ 22,036.83	\$ 32,500.00	\$ 34,702.00
54-45-54000-1545	Dental Insurance	\$ 1,723.08	\$ 2,534.00	\$ 2,301.00
54-45-54000-1548	Vision Insurance	\$ 312.87	\$ 438.00	\$ 422.00
54-45-54000-1561	Long Term Disability	\$ 504.63	\$ 535.00	\$ 672.00
54-45-54000-2513	Materials & Supplies	\$ 6,916.80	\$ 5,000.00	\$ 5,000.00
54-45-54000-2521	Fleet Vehicle Fuel	\$ 195,265.17	\$ 200,000.00	\$ 200,000.00
54-45-54000-2522	Vehicle Maintenance	\$ 121,884.89	\$ 155,000.00	\$ 125,000.00
54-45-54000-4531	Professional & Technical Servi	\$ 17,045.37	\$ 20,000.00	\$ 17,000.00
54-45-54000-5999	Depreciation	\$ -	\$ 400,000.00	\$ 620,000.00
54-45-54000-6211	Insurance & Surety Bonds	\$ -	\$ 43,600.00	\$ 45,000.00
54-45-54000-7000	Capital Outlay	\$ -	\$ -	\$ -
54-45-54000-7421	Vehicle Purchase	\$ 646,691.55	\$ 864,420.00	\$ 608,000.00
54-45-54000-8121	Interest Expense	\$ -	\$ -	\$ -
54-45-54000-8211	Lease Purchase	\$ -	\$ 60,263.00	\$ -
54000	Fleet Fund	\$ 1,102,842.52	\$ 1,927,885.00	\$ 1,820,646.00
	Expense	\$ 1,102,842.52	\$ 1,927,885.00	\$ 1,820,646.00
54	Fleet Fund	\$ 235,053.10	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
57	Solid Waste Fund			
	Revenue			
35700	Utility Billing - Garbage			
57-00-35700-0000	Utility Billing - Garbage	\$ 2,012,464.20	\$ 2,444,535.00	\$ 2,495,762.00
57-00-37010-0000	Interest Earnings	\$ 737.83	\$ 3,800.00	\$ -
	Revenue	\$ 2,013,202.03	\$ 2,448,335.00	\$ 2,495,762.00
	Expense			
48000	Transfers & Other Uses			
57-61-48000-9110	Due To General Fund (Admn Chrg	\$ 104,388.00	\$ 110,530.00	\$ 116,637.00
57-61-48000-9159	Due to Storm Drain Fund	\$ -	\$ -	\$ -
57-61-48000-9163	Due to UB Internal Service Fnd	\$ 48,683.04	\$ 56,782.00	\$ 18,896.00
48000	Transfers & Other Uses	\$ 153,071.04	\$ 167,312.00	\$ 135,533.00
57000	Solid Waste Fund			
57-45-57000-1111	Salaries - Full-Time Permanent	\$ -	\$ 1,078.00	\$ -
57-45-57000-1112	Salaries - Part-Time Permanent	\$ 629.50	\$ 1,952.00	\$ -
57-45-57000-1211	Overtime	\$ 2,652.11	\$ 6,014.00	\$ -
57-45-57000-1300	Employee Benefits (401K & 457)	\$ -	\$ 321.00	\$ -
57-45-57000-1511	FICA	\$ -	\$ 122.00	\$ -
57-45-57000-1512	Medicare	\$ -	\$ 131.00	\$ -
57-45-57000-1521	Retirement	\$ -	\$ 1,197.00	\$ -
57-45-57000-1531	State Insurance Fund	\$ -	\$ -	\$ -
57-45-57000-1541	Health Insurance	\$ -	\$ 510.00	\$ -
57-45-57000-1545	Dental Insurance	\$ -	\$ 49.00	\$ -
57-45-57000-1548	Vision Insurance	\$ -	\$ 8.00	\$ -
57-45-57000-1561	Long Term Disability	\$ -	\$ 9.00	\$ -
57-45-57000-4140	Banking Fees	\$ 7,252.97	\$ 12,000.00	\$ 9,000.00
57-45-57000-4585	Code Enforcement Cleanup	\$ 3,646.17	\$ 10,000.00	\$ 50,000.00
57-45-57000-4586	City Clean Up Projects	\$ 38,187.52	\$ 20,000.00	\$ 50,000.00
57-45-57000-5638	Glass Recycling Program	\$ -	\$ 7,500.00	\$ 7,500.00
57-45-57000-5639	Green Waste Program	\$ -	\$ -	\$ -
57-45-57000-5640	Solid Waste Contract	\$ 1,691,196.24	\$ 2,000,000.00	\$ 2,196,729.00
57-45-57000-5999	Depreciation	\$ -	\$ -	\$ 12,000.00
57-45-57000-6810	Dump Passes	\$ 16,870.00	\$ 25,000.00	\$ 35,000.00
57-45-57000-7000	Capital Outlay	\$ -	\$ -	\$ -
57000	Solid Waste Fund	\$ 1,760,434.51	\$ 2,085,891.00	\$ 2,360,229.00
	Expense	\$ 1,913,505.55	\$ 2,253,203.00	\$ 2,495,762.00
57	Solid Waste Fund	\$ 99,696.48	\$ 195,132.00	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
59	Storm Drain Fund			
	Revenue			
59-00-35900-0000	Utility Billing - Storm Drain	\$ 761,419.73	\$ 1,426,447.00	\$ 1,478,450.00
59-00-36020-0000	Late/Delinquent Fees Penalties	\$ 6,000.00	\$ 6,000.00	\$ -
59-00-37010-0000	Interest Earnings	\$ 231.53	\$ 2,100.00	\$ -
59-00-39730-0000	Contributions - General	\$ 3,400.00	\$ -	\$ -
	Revenue	\$ 771,051.26	\$ 1,434,547.00	\$ 1,478,450.00
	Expense			
48000	Transfers & Other Uses			
59-61-48000-9110	Due To General Fund (Admn Chrg	\$ 92,148.00	\$ 110,062.00	\$ 115,855.00
59-61-48000-9154	Due To Fleet Fund	\$ 91,535.64	\$ 84,171.00	\$ 91,536.00
59-61-48000-9163	Due to UB Internal Service Fnd	\$ 21,380.04	\$ 24,936.00	\$ 8,298.00
59-61-48000-9164	Due to GIS Internal Service Fd	\$ 49,632.96	\$ 55,761.00	\$ 64,005.00
48000	Transfers & Other Uses	\$ 254,696.64	\$ 274,930.00	\$ 279,694.00
59000	Storm Drain Fund			
59-45-59000-1111	Salaries - Full-Time Permanent	\$ 166,009.36	\$ 177,307.00	\$ 246,012.00
59-45-59000-1112	Salaries - Part-Time Permanent	\$ -	\$ 10,000.00	\$ -
59-45-59000-1211	Overtime	\$ 9,571.69	\$ 30,000.00	\$ 5,000.00
59-45-59000-1300	Employee Benefits (401K & 457)	\$ 11,197.34	\$ 15,000.00	\$ 15,256.00
59-45-59000-1321	Clothing Allowance	\$ 1,324.00	\$ 1,350.00	\$ 1,729.00
59-45-59000-1511	FICA	\$ -	\$ 500.00	\$ -
59-45-59000-1512	Medicare	\$ 2,530.61	\$ 3,100.00	\$ 3,571.00
59-45-59000-1521	Retirement	\$ 32,811.84	\$ 38,000.00	\$ 43,524.00
59-45-59000-1531	State Insurance Fund	\$ 1,102.54	\$ 1,000.00	\$ 2,962.00
59-45-59000-1541	Health Insurance	\$ 53,278.21	\$ 50,000.00	\$ 71,413.00
59-45-59000-1545	Dental Insurance	\$ 3,942.56	\$ 4,182.00	\$ 5,065.00
59-45-59000-1548	Vision Insurance	\$ 729.07	\$ 739.00	\$ 883.00
59-45-59000-1561	Long Term Disability	\$ 1,084.69	\$ 1,123.00	\$ 1,316.00
59-45-59000-2121	Dues & Memberships	\$ 4,760.00	\$ 6,150.00	\$ 6,150.00
59-45-59000-2321	Travel & Training	\$ 425.00	\$ 5,225.00	\$ 4,875.00
59-45-59000-2369	Meetings	\$ -	\$ 50.00	\$ 300.00
59-45-59000-2513	Materials & Supplies	\$ 27,935.88	\$ 22,500.00	\$ 30,000.00
59-45-59000-2514	Stormdrain Maintenance	\$ 1,338.85	\$ 20,000.00	\$ 30,000.00
59-45-59000-2520	Public Education & Outreach	\$ -	\$ 2,500.00	\$ 2,500.00
59-45-59000-2610	Building & Grounds Maint	\$ 6.41	\$ -	\$ -
59-45-59000-3111	Utilities	\$ 2,039.49	\$ 3,600.00	\$ 3,600.00
59-45-59000-4121	Attorney Fees	\$ 1,188.20	\$ 1,000.00	\$ -
59-45-59000-4140	Banking Fees	\$ 5,077.07	\$ 7,200.00	\$ 6,000.00
59-45-59000-4391	Blue Staking	\$ -	\$ -	\$ -
59-45-59000-4394	Collar Maintenance	\$ 6,078.07	\$ 5,000.00	\$ 4,000.00
59-45-59000-4531	Professional & Technical Servi	\$ 1,199.00	\$ 5,000.00	\$ 5,000.00
59-45-59000-4811	Equipment Rental/Lease	\$ 10,979.14	\$ 17,500.00	\$ 20,000.00
59-45-59000-5999	Depreciation	\$ 725,278.00	\$ 470,000.00	\$ 671,100.00
59-45-59000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
59-45-59000-6211	Insurance & Surety Bonds	\$ -	\$ 8,500.00	\$ 8,500.00
59-45-59000-7000	Capital Outlay	\$ 36,175.39	\$ -	\$ -
59-45-59000-7111	Land and Rights of Way	\$ -	\$ -	\$ -
59-45-59000-7410	Equipment	\$ -	\$ 20,000.00	\$ 10,000.00
59000	Storm Drain Fund	\$ 1,106,062.41	\$ 926,526.00	\$ 1,198,756.00
	Expense	\$ 1,360,759.05	\$ 1,201,456.00	\$ 1,478,450.00
59	Storm Drain Fund	\$ (589,707.79)	\$ 233,091.00	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
62	Cemetery Fund			
	Revenue			
33200	Burial Plot Sales			
62-00-33200-0000	Burial Plot Sales	\$ 57,550.00	\$ 50,000.00	\$ 50,000.00
62-00-33201-0000	Burial Plot Opening/Closing	\$ 17,185.00	\$ 13,000.00	\$ 13,000.00
62-00-33202-0000	Headstone Inspections	\$ 595.00	\$ 500.00	\$ 500.00
62-00-39920-0000	Use of Fund Reserves	\$ -	\$ -	\$ 19,634.00
	Revenue	\$ 75,330.00	\$ 63,500.00	\$ 83,134.00
	Expense			
62000	Cemetery			
62-49-62000-1111	Salaries - Full-Time Permanent	\$ 3,822.02	\$ 4,301.00	\$ 4,592.00
62-49-62000-1211	Overtime	\$ 29.89	\$ -	\$ -
62-49-62000-1300	Employee Benefits (401k & 457)	\$ 238.82	\$ 268.00	\$ 278.00
62-49-62000-1321	Clothing Allowance	\$ 17.00	\$ -	\$ 17.00
62-49-62000-1511	FICA	\$ -	\$ -	\$ -
62-49-62000-1512	Medicare	\$ 57.40	\$ 63.00	\$ 68.00
62-49-62000-1521	Retirement	\$ 724.85	\$ 753.00	\$ 818.00
62-49-62000-1531	State Insurance Fund	\$ -	\$ -	\$ 59.00
62-49-62000-1541	Health Insurance	\$ 758.37	\$ 791.00	\$ 798.00
62-49-62000-1545	Dental Insurance	\$ 62.84	\$ 66.00	\$ 68.00
62-49-62000-1548	Vision Insurance	\$ 11.63	\$ 12.00	\$ 13.00
62-49-62000-1561	Long Term Disability	\$ 25.08	\$ 26.00	\$ 23.00
62-49-62000-2321	Travel & Training	\$ -	\$ 1,800.00	\$ 1,800.00
62-49-62000-2513	Materials & Supplies	\$ 890.05	\$ 5,000.00	\$ 5,000.00
62-49-62000-3111	Utilities	\$ -	\$ -	\$ -
62-49-62000-4531	Professional & Technical Servi	\$ 4,250.19	\$ 11,600.00	\$ 63,100.00
62-49-62000-5002	Special Projects	\$ 896.88	\$ 2,000.00	\$ 3,500.00
62-49-62000-5410	Landscape Maintenance	\$ 4,504.47	\$ 3,000.00	\$ 3,000.00
62-49-62000-7000	Capital Outlay	\$ 3,750.00	\$ -	\$ -
62-49-62000-7410	Equipment	\$ -	\$ -	\$ -
62000	Cemetery	\$ 20,039.49	\$ 29,680.00	\$ 83,134.00
	Expense	\$ 20,039.49	\$ 29,680.00	\$ 83,134.00
62	Cemetery Fund	\$ 55,290.51	\$ 33,820.00	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
63	Utility Billing Fund			
	Revenue			
63-00-35990-0000	Set Up/Connection Fee	\$ -	\$ -	\$ 12,000.00
63-00-36020-0000	Late/Delinquent Fees	\$ 15,000.00	\$ -	\$ 200,000.00
63-00-38151-0000	Due From Water Fund	\$ 93,761.04	\$ 109,356.00	\$ 36,392.00
63-00-38152-0000	Due From Sewer Fund	\$ 93,761.04	\$ 109,356.00	\$ 36,392.00
63-00-38157-0000	Due From Solid Waste Fund	\$ 48,683.04	\$ 56,782.00	\$ 18,896.00
63-00-38159-0000	Due From Storm Drain Fund	\$ 21,380.04	\$ 24,936.00	\$ 8,298.00
	Revenue	\$ 272,585.16	\$ 300,430.00	\$ 311,978.00
	Expense			
63000	Utility Billing			
63-43-63000-1111	Salaries - Full-Time Permanent	\$ 71,608.83	\$ 87,521.00	\$ 83,114.00
63-43-63000-1112	Salaries - Part-Time Permanent	\$ 43,186.56	\$ 69,423.00	\$ 70,569.00
63-43-63000-1211	Overtime	\$ 506.76	\$ 1,000.00	\$ 2,500.00
63-43-63000-1300	Employee Benefits (401K & 457)	\$ 3,543.97	\$ 4,807.00	\$ 5,154.00
63-43-63000-1321	Clothing Allowance	\$ 500.00	\$ 500.00	\$ 600.00
63-43-63000-1511	FICA	\$ 2,818.11	\$ 5,617.00	\$ 4,376.00
63-43-63000-1512	Medicare	\$ 1,739.39	\$ 2,004.00	\$ 2,231.00
63-43-63000-1521	Retirement	\$ 12,401.01	\$ 13,752.00	\$ 13,457.00
63-43-63000-1531	State Insurance Fund	\$ 2,385.47	\$ 2,000.00	\$ 128.00
63-43-63000-1541	Health Insurance	\$ 16,055.79	\$ 19,218.00	\$ 20,592.00
63-43-63000-1545	Dental Insurance	\$ 1,138.97	\$ 810.00	\$ 810.00
63-43-63000-1548	Vision Insurance	\$ 90.65	\$ 156.00	\$ -
63-43-63000-1561	Long Term Disability	\$ 670.68	\$ 622.00	\$ 472.00
63-43-63000-2321	Travel & Training	\$ 1,566.25	\$ 2,200.00	\$ 3,000.00
63-43-63000-2369	Meetings	\$ 146.08	\$ 500.00	\$ 675.00
63-43-63000-2513	Materials & Supplies	\$ -	\$ -	\$ -
63-43-63000-4121	Attorney Fees	\$ 1,293.68	\$ -	\$ -
63-43-63000-4531	Professional & Technical Servi	\$ 1.00	\$ -	\$ 9,500.00
63-43-63000-4541	Printing & Mailing	\$ 81,387.21	\$ 90,000.00	\$ 92,800.00
63-43-63000-5999	Depreciation	\$ -	\$ -	\$ -
63-43-63000-6820	Deployed Military Abatement	\$ 1,500.00	\$ 300.00	\$ 2,000.00
63-43-63000-7412	Computer Equipment	\$ -	\$ -	\$ -
63000	Utility Billing	\$ 242,540.41	\$ 300,430.00	\$ 311,978.00
	Expense	\$ 242,540.41	\$ 300,430.00	\$ 311,978.00
63	Utility Billing Fund	\$ 30,044.75	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
64	GIS Fund			
	Revenue			
64-00-38151-0000	Due From Water Fund	\$ 111,899.04	\$ 125,644.00	\$ 144,222.00
64-00-38152-0000	Due From Sewer Fund	\$ 111,899.04	\$ 125,644.00	\$ 144,222.00
64-00-38157-0000	Due From Solid Waste Fund	\$ -	\$ -	\$ -
64-00-38159-0000	Due From Storm Drain Fund	\$ 49,632.96	\$ 55,761.00	\$ 64,005.00
	Revenue	\$ 273,431.04	\$ 307,049.00	\$ 352,449.00
	Expense			
64000	GIS			
64-46-64000-1111	Salaries - Full-Time Permanent	\$ 51,665.87	\$ 105,780.00	\$ 156,580.00
64-46-64000-1112	Salaries - Part-Time Permanent	\$ 22,972.92	\$ 34,516.00	\$ -
64-46-64000-1211	Overtime	\$ 1,004.43	\$ -	\$ -
64-46-64000-1300	Employee Benefits (401K & 457)	\$ 786.62	\$ 6,559.00	\$ 9,709.00
64-46-64000-1321	Clothing Allowance	\$ 200.00	\$ 300.00	\$ 600.00
64-46-64000-1511	FICA	\$ 1,575.65	\$ 2,140.00	\$ -
64-46-64000-1512	Medicare	\$ 1,141.83	\$ 2,035.00	\$ 2,272.00
64-46-64000-1521	Retirement	\$ 8,881.37	\$ 11,481.00	\$ 26,333.00
64-46-64000-1531	State Insurance Fund	\$ 447.67	\$ 800.00	\$ 1,940.00
64-46-64000-1541	Health Insurance	\$ 19,732.88	\$ 36,708.00	\$ 44,695.00
64-46-64000-1545	Dental Insurance	\$ 1,506.94	\$ 2,895.00	\$ 3,068.00
64-46-64000-1548	Vision Insurance	\$ 276.22	\$ 501.00	\$ 563.00
64-46-64000-1561	Long Term Disability	\$ 357.20	\$ 370.00	\$ 825.00
64-46-64000-2321	Travel & Training	\$ 1,371.60	\$ 7,900.00	\$ 8,300.00
64-46-64000-4211	Network-Data Process Supplies	\$ 38,057.04	\$ 45,000.00	\$ 38,064.00
64-46-64000-4531	Professional & Technical Servi	\$ -	\$ 43,064.00	\$ 50,000.00
64-46-64000-5999	Depreciation	\$ -	\$ 7,000.00	\$ 7,000.00
64-46-64000-7412	Computer Equipment	\$ -	\$ -	\$ 2,500.00
64000	GIS	\$ 149,978.24	\$ 307,049.00	\$ 352,449.00
	Expense	\$ 149,978.24	\$ 307,049.00	\$ 352,449.00
64	GIS Fund	\$ 123,452.80	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
72	AA 2013-1 Fund			
	Revenue			
34311	Assessments - Collected			
72-00-34311-0000	Assessments - Collected	\$ 195,753.44	\$ 73,800.00	\$ 59,413.00
72-00-37010-0000	Interest Earnings	\$ 391.72	\$ 2,000.00	\$ -
72-00-39920-0000	Use of Fund Reserves	\$ -	\$ 86,700.00	\$ -
	Revenue	\$ 196,145.16	\$ 162,500.00	\$ 59,413.00
	Expense			
47172	Debt Service - 2013-1 AA			
72-71-47172-4531	Professional & Technical Servi	\$ 3,825.00	\$ 6,750.00	\$ 4,750.00
72-71-47172-8111	Principal	\$ 180,000.00	\$ 130,000.00	\$ 30,000.00
72-71-47172-8121	Interest	\$ 29,231.26	\$ 20,750.00	\$ 19,663.00
72-71-47172-9110	Due To General Fund (Admn Chrg	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
47172	Debt Service - 2013-1 AA	\$ 233,056.26	\$ 162,500.00	\$ 59,413.00
	Expense	\$ 233,056.26	\$ 162,500.00	\$ 59,413.00
72	AA 2013-1 Fund	\$ (36,911.10)	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
80	Eagle Mountain RDA			
	Revenue			
31109	EDA 2012-1 Property Tax			
80-00-31109-0000	EDA 2012-1 Property Tax	\$ 242,854.45	\$ -	\$ -
80-00-31110-0000	Parkside CDA Property Tax	\$ 18,567.81	\$ 20,198.00	\$ 20,198.00
80-00-31111-0000	Sweetwater CRA Property Tax	\$ 2,757,654.46	\$ 8,272,963.00	\$ 9,601,286.00
80-00-31112-0000	Pole Canyon CRA	\$ 568.92	\$ 963,383.00	\$ 941,279.00
80-00-31113-0000	Pole Canyon CRA 53 Property Tx	\$ 275,914.81	\$ -	\$ -
	Revenue	\$ 3,295,560.45	\$ 9,256,544.00	\$ 10,562,763.00
	Expense			
48000	Transfers & Other Uses			
80-61-48000-9110	Due to General Fund- AdminChrg	\$ 52,388.94	\$ 25,278.00	\$ 25,278.00
48000	Transfers & Other Uses	\$ 52,388.94	\$ 25,278.00	\$ 25,278.00
80000	Eagle Mountain RDA			
80-47-80000-4320	RDA Consulting Services	\$ 12,265.58	\$ -	\$ -
80-47-80000-6450	Parkside CDA TIF Reimbursement	\$ 17,629.60	\$ 19,188.00	\$ 20,198.00
80-47-80000-6452	Sweetwater CRA Expenditures	\$ 2,426,735.92	\$ 7,440,667.00	\$ 9,581,286.00
80-47-80000-6453	Swtwtr CRA Housing Requirments	\$ -	\$ 827,296.00	\$ -
80-47-80000-6454	Pole Canyon CRA	\$ 248,835.35	\$ 847,777.00	\$ 936,001.00
80-47-80000-6455	Pole Canyon CRA Housing	\$ -	\$ 96,338.00	\$ -
80000	Eagle Mountain RDA	\$ 2,705,466.45	\$ 9,231,266.00	\$ 10,537,485.00
	Expense	\$ 2,757,855.39	\$ 9,256,544.00	\$ 10,562,763.00
80	Eagle Mountain RDA	\$ 537,705.06	\$ -	\$ -

Account Number	Description	2022 Actual	2023 Estimate	2024 Proposed
Revenue Total		\$ 119,759,500.71	\$ 159,119,766.00	\$ 93,034,091.00
Expense Total		\$ 74,899,724.43	\$ 158,657,723.00	\$ 93,034,091.00
Grand Total		\$ 44,859,776.28	\$ 462,043.00	\$ -

City of Eagle Mountain, Utah

Capital Improvement Plan

FY '23 thru FY '28

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	Priority	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Administration									
Land Acquisition 3.4 Acres Public Safety <i>Capital Project Fund</i>	2022-47-01	4	750,000 <i>750,000</i>						750,000 <i>750,000</i>
Land Acquisition City Hall <i>Capital Project Fund</i>	2022-47-07	3	500,000 <i>500,000</i>						500,000 <i>500,000</i>
Library	R2023-47-04	3						15,000,000	15,000,000
Administration Total			1,250,000					15,000,000	16,250,000
Facilities									
Senior Center Parking <i>Capital Project Fund</i>	2021-47-05	4	25,000 <i>25,000</i>						25,000 <i>25,000</i>
Pave Community Development Yard <i>Capital Project Fund</i>	2022-47-02	2	1,200,000 <i>1,200,000</i>						1,200,000 <i>1,200,000</i>
City Hall Records Office Remodel <i>General Fund Reserves</i>	2023-47-02	3	50,000 <i>50,000</i>						50,000 <i>50,000</i>
City Hall Public Safety Office Remodel <i>General Fund Reserves</i>	2023-47-03	3	100,000 <i>100,000</i>						100,000 <i>100,000</i>
Council Chambers Sound System <i>General Fund Reserves</i>	R2024-47-01	2		250,000 <i>250,000</i>					250,000 <i>250,000</i>
Facilities Total			1,375,000	250,000					1,625,000
Parks									
City Center Streetscapes <i>Utility Sale Proceeds</i>	2015-USP-02	3	792,991 <i>792,991</i>						792,991 <i>792,991</i>
Silverlake Amphitheater Improvements <i>Utility Sale Proceeds</i>	2015-USP-06	3	200,000 <i>200,000</i>						200,000 <i>200,000</i>
Smith Ranch Park Improvements <i>Park Impact Fees</i>	2022-45-02	3	6,000,000 <i>6,000,000</i>						6,000,000 <i>6,000,000</i>
City Center Median Landscaping <i>Utility Sale Proceeds</i>	R2023-45-01	3				500,000 <i>500,000</i>			500,000 <i>500,000</i>
Ranches Trail - Pony Express Pkwy to SR73 <i>MAG Contribution</i> <i>Park Impact Fees</i>	R2023-45-02	2					1,320,137 <i>1,230,764</i> <i>89,373</i>		1,320,137 <i>1,230,764</i> <i>89,373</i>
Nolan Park Improvements <i>Utility Sale Proceeds</i>	R2023-45-09	5				750,000 <i>750,000</i>			750,000 <i>750,000</i>
Rodeo Arena Lights <i>Utility Sale Proceeds</i>	R2024-45-01	2		100,000 <i>100,000</i>					100,000 <i>100,000</i>
Valley View Park - Power Connection	R2024-45-02	3		25,000					25,000

Department	Project #	Priority	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
<i>Utility Sale Proceeds</i>				25,000					25,000
Sage Valley Trail Extension	R2024-45-03	3		22,000					22,000
<i>Utility Sale Proceeds</i>				22,000					22,000
Recreational Trail - Regional	R2024-45-04	3			300,000	1,700,000			2,000,000
<i>Park Impact Fees</i>					300,000	1,700,000			2,000,000
Bike Park Improvements	R2024-45-05	3		20,000					20,000
<i>General Fund Reserves</i>				20,000					20,000
Silverlake Community Park Phase 2	R2025-45-01	3			100,000	1,500,000			1,600,000
<i>Park Impact Fees</i>					100,000	1,500,000			1,600,000
Recreational Trail - Regional	R2026-45-01	3				100,000	200,000	1,700,000	2,000,000
<i>Park Impact Fees</i>						100,000	200,000	1,700,000	2,000,000
Pony Express Regional Park Phase 1	R2026-45-03	2				150,000	3,500,000		3,650,000
<i>Park Impact Fees</i>						150,000	3,500,000		3,650,000
Cory Wride Memorial Park Phase 3	R2028-45-01	3						5,000,000	5,000,000
<i>Park Impact Fees</i>								5,000,000	5,000,000
Property Acquisition	R2028-45-02	3						3,000,000	3,000,000
<i>Park Impact Fees</i>								3,000,000	3,000,000
Parks Total			6,992,991	167,000	1,650,000	4,770,137	3,700,000	9,700,000	26,980,128
Stormwater									
Lake Mountain Detention Basin	R2024-59-01	2		500,000					500,000
<i>Stormwater Impact Fees</i>				500,000					500,000
Stormwater Total				500,000					500,000
Streets									
Airport Road Phase 2	2022-44-01	2	10,069,246						10,069,246
<i>Bond</i>			9,070,246						9,070,246
<i>Stormwater Impact Fees</i>			999,000						999,000
Wasatch Wing & Clay Road	2022-44-02	4	250,000						250,000
<i>Capital Project Fund</i>			250,000						250,000
Turn Lanes Pony Express Pkwy/Ranches Pkwy	2022-44-03	1	500,000						500,000
<i>Capital Project Fund</i>			500,000						500,000
Mid Valley Road Extension	2022-44-05	3			4,529,554				4,529,554
<i>Bond</i>					4,028,254				4,028,254
<i>Stormwater Impact Fees</i>					501,300				501,300
Walden Park Road	2022-44-06	3	300,000						300,000
<i>Capital Project Fund</i>			300,000						300,000
Traffic Signal - Stonebridge/Ranches Pkwy	2023-44-01	2	300,000	250,000					550,000
<i>Transportation Impact Fees</i>			300,000	250,000					550,000
Traffic Signal - Woodhaven/Pony Express Pkwy	2023-44-02	2	300,000	250,000					550,000
<i>Transportation Impact Fees</i>			300,000	250,000					550,000
High T Intersection - Campus Drive/Ranches Pkwy	2023-44-03	2			1,700,000				1,700,000
<i>Capital Project Fund</i>					1,700,000				1,700,000
Design Lone Tree Pkwy to Old Airport Rd	2023-44-04	3	125,000						125,000
<i>Transportation Impact Fees</i>			125,000						125,000
Mid Vally Road Widening - PE Pkwy to Shep's Ridge	R2023-44-03	3		3,000,000					3,000,000
<i>Stormwater Impact Fees</i>				500,000					500,000
<i>Transportation Impact Fees</i>				2,500,000					2,500,000

Department	Project #	Priority	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Pony Express Pkwy - Street Lighting <i>Transportation Impact Fees</i>	R2024-44-01	2		1,000,000 <i>1,000,000</i>					1,000,000 <i>1,000,000</i>
Traffic Signal - Major Street/EM Blvd <i>Bond</i>	R2024-44-02	2		550,000 <i>550,000</i>					550,000 <i>550,000</i>
Roundabout Removal - PE Pkwy EM Blvd <i>Capital Project Fund</i>	R2026-44-01	4				2,000,000 <i>2,000,000</i>			2,000,000 <i>2,000,000</i>
Streets Total			11,844,246	5,050,000	6,229,554	2,000,000			25,123,800

Wastewater

Treatment Plant Headworks Expansion <i>Wastewater Impact Fees</i>	2023-52-01	1	4,115,000 <i>4,115,000</i>						4,115,000 <i>4,115,000</i>
Type 1 Tertiary Treatment <i>ARPA</i>	2023-52-02	2	2,500,000 <i>1,000,000</i>						2,500,000 <i>1,000,000</i>
<i>State Aid</i>			<i>500,000</i>						<i>500,000</i>
<i>Wastewater Impact Fees</i>			<i>1,000,000</i>						<i>1,000,000</i>
Treatment Building Upgrade <i>Wastewater Fund</i>	2023-52-03	1	150,000 <i>150,000</i>						150,000 <i>150,000</i>
Lab Equipment <i>Wastewater Fund</i>	2023-52-04	1	80,000 <i>80,000</i>						80,000 <i>80,000</i>
Land Improvements - Wastewater Disposal <i>Wastewater Fund</i>	2023-52-06	3	65,000 <i>65,000</i>						65,000 <i>65,000</i>
Grounds Improvement - Wastewater Facility <i>Wastewater Impact Fees</i>	R2023-52-05	3			750,000 <i>750,000</i>				750,000 <i>750,000</i>
Wastewater Total			6,910,000		750,000				7,660,000

Water

White Hills Well Upgrade <i>Water Impact Fees</i>	2022-51-01	2	500,000 <i>500,000</i>						500,000 <i>500,000</i>
Cedar Pass Drive Waterline Replacement <i>Bond</i>	2022-51-03	2	1,150,000 <i>1,150,000</i>						1,150,000 <i>1,150,000</i>
Well 3 Soft Start <i>Water Fund</i>	2022-51-04	2	150,000 <i>150,000</i>						150,000 <i>150,000</i>
Pole Canyon 2 MG Tank <i>Water Impact Fees</i>	2022-51-06	2	1,500,000 <i>1,500,000</i>	1,500,000 <i>1,500,000</i>					3,000,000 <i>3,000,000</i>
Well 7 Unity Pass <i>Water Impact Fees</i>	2022-51-07	1	3,500,000 <i>3,500,000</i>						3,500,000 <i>3,500,000</i>
ReUse Booster Pump - Corey Wride <i>Development Agreement</i>	2023-51-04	3	700,000 <i>643,900</i>						700,000 <i>643,900</i>
<i>Water Impact Fees</i>			<i>356,100</i>						<i>356,100</i>
Booster Pump & Line North of SR73 <i>Water Impact Fees</i>	2023-51-05	2	1,250,000 <i>1,250,000</i>						1,250,000 <i>1,250,000</i>
Well 8 City Center <i>Water Impact Fees</i>	2023-51-06	1	2,500,000 <i>2,500,000</i>						2,500,000 <i>2,500,000</i>
Booster Pump - Pony Express Unity Pass <i>Water Impact Fees</i>	2023-51-07	2	1,300,000 <i>1,300,000</i>						1,300,000 <i>1,300,000</i>
Well House Cooling <i>Water Fund</i>	2023-51-08	3	250,000 <i>250,000</i>						250,000 <i>250,000</i>
Well #9 Lone Tree	R2023-51-01	2			5,000,000				5,000,000

Department	Project #	Priority	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
<i>Water Impact Fees</i>					5,000,000				5,000,000
Hidden Canyon Distribution Line	R2023-51-02	3			2,500,000				2,500,000
<i>Water Impact Fees</i>					2,500,000				2,500,000
Well 7 Unity Pass Phase 2	R2024-51-01	2		2,500,000					2,500,000
<i>Water Impact Fees</i>				2,500,000					2,500,000
Well 8 City Center Phase 2	R2024-51-02	2		2,500,000					2,500,000
<i>Water Impact Fees</i>				2,500,000					2,500,000
2 MG Tank	R2024-51-03	2		3,000,000					3,000,000
<i>Water Impact Fees</i>				3,000,000					3,000,000
Upgrade Well 5	R2024-51-04	2		500,000					500,000
<i>Water Impact Fees</i>				500,000					500,000
Algae Reuse Treatment	R2024-51-05	2		450,000					450,000
<i>Capital Project Fund</i>				450,000					450,000
SR 73 Water Line	R2024-51-06	2		750,000					750,000
<i>Water Impact Fees</i>				750,000					750,000
Well #1 Electrical Replacement	R2024-51-07	2		250,000					250,000
<i>Water Fund</i>				250,000					250,000
Mid Valley Water Line	R2025-51-01	2			416,674				416,674
<i>Water Impact Fees</i>					416,674				416,674
Google North 16" Waterline	R2025-51-02	3			416,674				416,674
<i>Water Impact Fees</i>					416,674				416,674
Google South 16" Waterline	R2025-51-03	3			610,579				610,579
<i>Water Impact Fees</i>					610,579				610,579
4 MG Tank	R2026-51-01	2				4,150,000			4,150,000
<i>Water Impact Fees</i>						4,150,000			4,150,000
CUWCD Pump 2	R2026-51-02	1				5,612,000			5,612,000
<i>Water Impact Fees</i>						5,612,000			5,612,000
Old Airport RD Line - Sage Valley to Mid Valley RD	R2026-51-03	2				4,106,061			4,106,061
<i>Water Impact Fees</i>						4,106,061			4,106,061
SR 73 Parallel Pipe	R2027-51-01	2					217,837		217,837
<i>Water Impact Fees</i>							217,837		217,837
2.5 MG Tank	R2028-51-01	1						3,500,000	3,500,000
<i>Water Impact Fees</i>								3,500,000	3,500,000
Water Total			12,800,000	11,450,000	8,943,927	13,868,061	217,837	3,500,000	50,779,825
GRAND TOTAL			41,172,237	17,417,000	17,573,481	20,638,198	3,917,837	28,200,000	128,918,753

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-47-01
Project Name Council Chambers Sound System

Type Improvement Department Facilities
Useful Life Contact Facilities/Operations Director
Category Buildings Priority 2 Very Important

Description Total Project Cost: \$250,000

Redo the entire sound system in the Council Chambers

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		250,000				250,000
Total		250,000				250,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
General Fund Reserves		250,000				250,000
Total		250,000				250,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-45-01
Project Name Rodeo Arena Lights

Type Improvement
Useful Life
Category Park Improvements

Department Parks
Contact Parks and Recreation Director
Priority 2 Very Important

Description

Total Project Cost: \$100,000

This project would include updating the lighting for the rodeo arena. The lighting for this amenity has been functioning at the lowest level possible.

Justification

This is needed to hold certain rodeo events and utilize the facility to a fuller capacity.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		100,000				100,000
Total		100,000				100,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Utility Sale Proceeds		100,000				100,000
Total		100,000				100,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-45-02
Project Name Valley View Park - Power Connection

Type Improvement Department Parks
Useful Life Contact Parks and Recreation Director
Category Park Improvements Priority 3 Important

Description Total Project Cost: \$25,000

This would be budgeted money to install a step down transformer to supply power to the park including the restroom at the park. It is anticipated that this will cost around \$25,000 to complete the project.

Justification

Add lighting and a power connection to the restroom facility to keep it safe and functioning for residents and guests to the park

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		25,000				25,000
Total		25,000				25,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Utility Sale Proceeds		25,000				25,000
Total		25,000				25,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-45-03
Project Name Sage Valley Trail Extension

Type Improvement Department Parks
Useful Life Contact Parks and Recreation Director
Category Trails Priority 3 Important

Description

Total Project Cost: \$22,000

Project would be to extend the trail network around the existing park that is completed in Sage Park. This would be the cost for new road base and asphalt to complete the trail.

Justification

Staff has had several requests from residents in this park to finish improvement of the trail around the perimeter of the park. It would just get postponed to the following budget year for completion.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		22,000				22,000
Total		22,000				22,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Utility Sale Proceeds		22,000				22,000
Total		22,000				22,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project #

R2024-45-05

Project Name

Bike Park Improvements

Type

Improvement

Department

Parks

Useful Life

Contact

Parks and Recreation Director

Category

Park Improvements

Priority

3 Important

Description

Total Project Cost: \$20,000

Continued planning and funding to make improvements to the existing bike park in the community. Also, to start planning the extension of the bike park on the north side of golden eagle road in the powerline corridor. This could include eventually adding a permanent parking lot, pump tracks, beginner downhill trails, etc

Justification

For continued expansion of the bike park in our community. If we are unable to fund this project, we will ask again in FY 2025 to begin planning this area.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Planning/Design		20,000				20,000
Total		20,000				20,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
General Fund Reserves		20,000				20,000
Total		20,000				20,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project #

R2024-59-01

Project Name

Lake Mountain Detention Basin

Type

Improvement

Department

Stormwater

Useful Life

Contact

City Engineer

Category

Stormwater

Priority

2 Very Important

Description

Construct a detention pond off Lake Mountain Road in the wash area that drains from Hidden Valley. This would help to control flows from Hidden Valley that often wash out the cattle crossing across Lake Mountain.

Justification

This has been an ongoing issue for several years and this would help reduce the potential for flooding downstream that could affect some of the newer subdivisions as well as potentially Pony Express Parkway.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		500,000				500,000
Total		500,000				500,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Stormwater Impact Fees		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project #

2023-44-01

Project Name

Traffic Signal - Stonebridge/Ranches Pkwy

Type

Improvement

Department

Streets

Useful Life

Contact

City Engineer

Category

Traffic Signal

Priority

2 Very Important

Description

Total Project Cost: \$550,000

Install traffic signal at Stonebridge Drive and Pony Express Parkway

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance	300,000	250,000				550,000
Total	300,000	250,000				550,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Transportation Impact Fees	300,000	250,000				550,000
Total	300,000	250,000				550,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project #2023-44-02

Project NameTraffic Signal - Woodhaven/Pony Express Pkwy

TypeImprovement

Useful Life

CategoryTraffic Signal

DepartmentStreets

ContactCity Engineer

Priority2 Very Important

Description

Total Project Cost: \$550,000

Install traffic signal at Woodhaven and Pony Express Pkwy

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance	300,000	250,000				550,000
Total	300,000	250,000				550,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Transportation Impact Fees	300,000	250,000				550,000
Total	300,000	250,000				550,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2023-44-03

Project Name Mid Vally Road Widening - PE Pkwy to Shep's Ridge

Type Improvement

Useful Life

Category Street Construction

Department Streets

Contact City Engineer

Priority 3 Important

Description

Total Project Cost: \$3,000,000

Widen Mid Vally Road from Pony Express Pkwy to Shep's Ridge Road. Currently two lanes. Road will be widened to 5 lanes including curb, gutter, street lighting, and storm drain.

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		3,000,000				3,000,000
Total		3,000,000				3,000,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Stormwater Impact Fees		500,000				500,000
Transportation Impact Fees		2,500,000				2,500,000
Total		3,000,000				3,000,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project # **R2024-44-01**
 Project Name **Pony Express Pkwy - Street Lighting**

Type Improvement Department Streets
 Useful Life Contact Streets and Storm Drain Manage
 Category Street System Improvements Priority 2 Very Important

Description **Total Project Cost: \$1,000,000**
 Installing power and placing approximately 77 streetlights along Pony Express Parkway from Oquirrh Ranch Prkwy to Eagle Mountain Blvd.

Justification
 Pony Express Parkway provides the heaviest traffic loads of transportation in Eagle Mountain City. Pony Express Prkwy from Oquirrh Ranch Prkwy to Eagle Mountain Blvd there are only 20 streetlights (including lights at traffic signals) which provides insufficient lighting at night and poor conditions.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		1,000,000				1,000,000
Total		1,000,000				1,000,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Transportation Impact Fees		1,000,000				1,000,000
Total		1,000,000				1,000,000

Budget Impact/Other
 Increased cost for power as well as regular maintenance.

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project #R2024-44-02

Project NameTraffic Signal - Major Street/EM Blvd

TypeImprovement

Useful Life

CategoryTraffic Signal

DepartmentStreets

ContactCity Engineer

Priority2 Very Important

Description

Total Project Cost: \$550,000

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		550,000				550,000
Total		550,000				550,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Bond		550,000				550,000
Total		550,000				550,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project #

2022-51-06

Project Name

Pole Canyon 2 MG Tank

Type

Improvement

Department

Water

Useful Life

Contact

City Engineer

Category

Water Distribution

Priority

2 Very Important

Description

Total Project Cost: \$3,000,000

2 million gallon water storage tank in the Pole Canyon area.

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance	1,500,000	1,500,000				3,000,000
Total	1,500,000	1,500,000				3,000,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees	1,500,000	1,500,000				3,000,000
Total	1,500,000	1,500,000				3,000,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-51-01

Project Name Well 7 Unity Pass Phase 2

Type Improvement

Useful Life

Category Water Distribution

Department Water

Contact City Engineer

Priority 2 Very Important

Description

Total Project Cost: \$2,500,000

Phase 2 of Unity Pass Well. Construct pump house, add equipment and service line to connect to distribution system.

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		2,500,000				2,500,000
Total		2,500,000				2,500,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees		2,500,000				2,500,000
Total		2,500,000				2,500,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-51-02

Project Name Well 8 City Center Phase 2

Type Improvement

Useful Life

Category Water Distribution

Department Water

Contact City Engineer

Priority 2 Very Important

Description

Total Project Cost: \$2,500,000

Phase 2 of City Center Well #7. Construct pump house, add equipment and service line to connect to distribution system. This project will start once drilling is complete.

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		2,500,000				2,500,000
Total		2,500,000				2,500,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees		2,500,000				2,500,000
Total		2,500,000				2,500,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-51-03
Project Name 2 MG Tank

Type Improvement Department Water
Useful Life Contact City Engineer
Category Water Distribution Priority 2 Very Important

Description Total Project Cost: \$3,000,000

Construct 2 million gallon tank - location to be determined

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		3,000,000				3,000,000
Total		3,000,000				3,000,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees		3,000,000				3,000,000
Total		3,000,000				3,000,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project # **R2024-51-04**
 Project Name **Upgrade Well 5**

Type Improvement Department Water
 Useful Life Contact City Engineer
 Category Water Distribution Priority 2 Very Important

Description

Total Project Cost: \$500,000

Upgrade the pump and moter on well #5 to produce an additional water source. Estimated increase is 1200-1400 gpm

Justification

Well #5 can be upgraded to add an additional 1200-1400 gpm to the system which will help with the City's water source deficiency.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		500,000				500,000
Total		500,000				500,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

Capital Improvement Plan

City of Eagle Mountain, Utah

Data in Year FY '24

Project #

R2024-51-05

Project Name

Algae Reuse Treatment

Type

Equipment

Department

Water

Useful Life

Contact

City Engineer

Category

Water Treatment

Priority

2 Very Important

Description

Total Project Cost: \$450,000

Adding a copper sulphate treatment to the reuse water to prevent algae growth which could potentially plug filters and irrigation equipment.

Justification

To be able to use the reuse water without additional consequences.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Equip/Vehicles/Furnishings		450,000				450,000
Total		450,000				450,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Capital Project Fund		450,000				450,000
Total		450,000				450,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-51-06
Project Name SR 73 Water Line

Type Improvement Department Water
Useful Life Contact City Engineer
Category Water Distribution Priority 2 Very Important

Description Total Project Cost: \$750,000

Install water lines from Canyon Wash to Deerfield and from North Shiloh to Sunset. Connect water line to well #9

Justification

This will provide a second connection through the subdivisions on the north side of SR 73 and allow the City to be able to properly convey water to that area.

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		750,000				750,000
Total		750,000				750,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Impact Fees		750,000				750,000
Total		750,000				750,000

Budget Impact/Other

Capital Improvement Plan
City of Eagle Mountain, Utah

Data in Year FY '24

Project # R2024-51-07
Project Name Well #1 Electrical Replacement

Type Maintenance Department Water
Useful Life Contact Public Utilities Manager
Category Water Distribution Priority 2 Very Important

Description Total Project Cost: \$250,000

Replace electrical for Well #1

Justification

Expenditures	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Construction/Maintenance		250,000				250,000
Total		250,000				250,000

Funding Sources	FY '23	FY '24	FY '25	FY '26	FY '27	Total
Water Fund		250,000				250,000
Total		250,000				250,000

Budget Impact/Other



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fourth and Final Amendment to the Fiscal Year 2022-2023 Annual Budget.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

Kimberly Ruesch

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, adopting the fourth budget amendment of the Fiscal Year 2022-2023 Annual Budget.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--FY 2023 Budget Amendment #4](#)

[Summary](#)

[Change By Fund](#)

[Exhibit A](#)

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH AMENDING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET (FOURTH AND 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 2022-2023; 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, 2022, and ends on the last day of June, 2023.

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 2022-2023.

ADOPTED by the City Council of Eagle Mountain City this 20th day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20th day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



Fund Type	FY 2022-23 Original Budget	Amendmendments			
		10/4/2022	12/6/2022	5/2/2023	6/20/2023
General Fund	\$ 29,380,967	\$ 54,580,276	\$ 27,904,217	\$ 28,433,648	\$ 30,649,563
Special Revenue Funds	\$ 28,683,722	\$ 28,722,842	\$ 33,126,631	\$ 33,126,631	\$ 27,245,771
Enterprise Funds	\$ 39,283,611	\$ 48,323,665	\$ 48,653,493	\$ 48,940,628	\$ 49,697,639
Internal Service Funds	\$ 2,365,756	\$ 2,541,226	\$ 2,541,226	\$ 2,614,826	\$ 2,535,364
Capital Projects General Fund	\$ 13,269,091	\$ 39,341,744	\$ 36,990,644	\$ 36,990,644	\$ 37,066,373
Debt Funds	\$ 62,500	\$ 62,500	\$ 2,106,469	\$ 2,206,469	\$ 2,206,469
Redevelopment Agency	\$ 9,256,544	\$ 9,256,544	\$ 9,256,544	\$ 9,256,544	\$ 9,256,544
Total Budget	\$ 122,302,191	\$ 182,828,797	\$ 160,579,224	\$ 161,569,390	\$ 158,657,723
Increase/(Decrease)		\$ 60,526,606	\$ (22,249,573)	\$ 990,166	\$ (2,911,667)

FY 2022-2023 Budget Amendment June 20, 2023

Fund	Current Budget	Proposed Budget	Change
General Fund	\$ 28,433,648	\$ 30,649,563	\$ 2,215,915
Water Impact Fees	\$ 15,503,152	\$ 12,977,192	\$ (2,525,960)
Wastewater Impact Fees	\$ 6,981,905	\$ 3,805,000	\$ (3,176,905)
Parks/Trails Impact Fees	\$ 6,099,853	\$ 6,000,000	\$ (99,853)
Public Safety Impact Fee	\$ 30,000	\$ 30,000	\$ -
Stormwater Impact Fee	\$ 2,469,242	\$ 2,391,100	\$ (78,142)
Transportation Impact Fee	\$ 2,012,799	\$ 2,012,799	\$ -
Debt Service	\$ 2,043,969	\$ 2,043,969	\$ -
Capital Projects General Fund	\$ 36,990,644	\$ 37,066,373	\$ 75,729
Water	\$ 31,296,275	\$ 31,364,437	\$ 68,162
Sewer	\$ 13,667,158	\$ 14,878,543	\$ 1,211,385
Fleet	\$ 1,907,347	\$ 1,927,885	\$ 20,538
Solid Waste	\$ 2,791,712	\$ 2,253,203	\$ (538,509)
Stormwater	\$ 1,185,483	\$ 1,201,456	\$ 15,973
Cemetery	\$ 29,680	\$ 29,680	\$ -
Utility Billing	\$ 300,430	\$ 300,430	\$ -
GIS	\$ 407,049	\$ 307,049	\$ (100,000)
Assessment Area 2013-1	\$ 162,500	\$ 162,500	\$ -
Eagle Mountain RDA	\$ 9,256,544	\$ 9,256,544	\$ -
Total Budget	\$ 161,569,390	\$ 158,657,723	\$ (2,911,667)

General Ledger

Budget Amendment

6/20/2023

User: kruesch

Period 01 - 12

Fiscal Year 2023

Account Number	Description	Current Budget	Proposed Budget	Change
10	General Fund			
	Expense			
41100	Legislative			
10-11-41100-1111	Salaries - Full-Time Permanent	\$ 35,092.00	\$ -	\$ (35,092.00)
10-11-41100-1112	Salaries - Part-Time Permanent	\$ 82,680.00	\$ 78,000.00	\$ (4,680.00)
10-11-41100-1321	Clothing Allowance	\$ 500.00	\$ 500.00	\$ -
10-11-41100-1511	FICA	\$ 5,126.00	\$ 5,126.00	\$ -
10-11-41100-1512	Medicare	\$ 1,811.00	\$ 1,811.00	\$ -
10-11-41100-1521	Retirement	\$ 3,055.00	\$ 3,055.00	\$ -
10-11-41100-2321	Travel & Training	\$ 6,000.00	\$ 7,800.00	\$ 1,800.00
10-11-41100-2369	Meetings	\$ 5,500.00	\$ 4,700.00	\$ (800.00)
10-11-41100-2411	Office Expense & Supplies	\$ 500.00	\$ 500.00	\$ -
10-11-41100-4531	Professional & Technical Servi	\$ 100,000.00	\$ 100,000.00	\$ -
10-11-41100-5003	Special Projects	\$ 1,000.00	\$ 1,000.00	\$ -
41100	Legislative	\$ 241,264.00	\$ 202,492.00	\$ (38,772.00)
41110	City Recorder's Office			
10-11-41110-1111	Salaries - Full-Time Permanent	\$ 278,179.00	\$ 278,179.00	\$ -
10-11-41110-1112	Salaries - Part-Time Permanent	\$ 30,316.00	\$ 20,000.00	\$ (10,316.00)
10-11-41110-1211	Overtime	\$ 1,000.00	\$ 1,000.00	\$ -
10-11-41110-1300	Employee Benefits (401K & 457)	\$ 17,246.00	\$ 17,246.00	\$ -
10-11-41110-1321	Clothing Allowance	\$ 500.00	\$ 500.00	\$ -
10-11-41110-1511	FICA	\$ 1,879.00	\$ 1,879.00	\$ -
10-11-41110-1512	Medicare	\$ 4,471.00	\$ 4,471.00	\$ -
10-11-41110-1521	Retirement	\$ 46,617.00	\$ 46,617.00	\$ -
10-11-41110-1541	Health Insurance	\$ 60,709.00	\$ 40,000.00	\$ (20,709.00)
10-11-41110-1545	Dental Insurance	\$ 4,342.00	\$ 4,342.00	\$ -
10-11-41110-1548	Vision Insurance	\$ 1,001.00	\$ 1,001.00	\$ -
10-11-41110-1561	Long Term Disability	\$ 1,313.00	\$ 1,313.00	\$ -
10-11-41110-2121	Dues & Memberships	\$ 1,700.00	\$ 1,700.00	\$ -
10-11-41110-2211	Public Notices	\$ 5,000.00	\$ 5,000.00	\$ -
10-11-41110-2321	Travel & Training	\$ 11,450.00	\$ 11,450.00	\$ -
10-11-41110-2369	Meetings	\$ 300.00	\$ 300.00	\$ -
10-11-41110-4138	Property Taxes	\$ 2,000.00	\$ 2,000.00	\$ -
10-11-41110-4139	Recording Fees	\$ 9,000.00	\$ 9,000.00	\$ -
10-11-41110-4531	Professional & Technical Servi	\$ 11,400.00	\$ 11,400.00	\$ -
10-11-41110-4532	Record Transcription Services	\$ 2,000.00	\$ 2,000.00	\$ -
10-11-41110-4950	Elections	\$ 500.00	\$ -	\$ (500.00)
41110	City Recorder's Office	\$ 490,923.00	\$ 459,398.00	\$ (31,525.00)
41220	Attorney			
10-11-41220-1111	Salaries - Full-Time Permanent	\$ -	\$ 70,000.00	\$ 70,000.00

Account Number	Description	Current Budget	Proposed Budget	Change
10-11-41220-1300	Employee Benefits (401K & 457)	\$ -	\$ 5,000.00	\$ 5,000.00
10-11-41220-1512	Medicare	\$ -	\$ 1,200.00	\$ 1,200.00
10-11-41220-1521	Retirement	\$ -	\$ 14,000.00	\$ 14,000.00
10-11-41220-1541	Health Insurance	\$ -	\$ 11,000.00	\$ 11,000.00
10-11-41220-1545	Dental Insurance	\$ -	\$ 900.00	\$ 900.00
10-11-41220-1548	Vision Insurance	\$ -	\$ 150.00	\$ 150.00
10-11-41220-1561	Long Term Disability	\$ -	\$ 350.00	\$ 350.00
10-11-41220-2121	Dues & Memberships	\$ 1,495.00	\$ 1,495.00	\$ -
10-11-41220-2321	Travel & Training	\$ 1,200.00	\$ 1,200.00	\$ -
10-11-41220-4121	Attorney Fees	\$ 147,305.00	\$ 150,000.00	\$ 2,695.00
10-11-41220-4531	Professional & Technical Servi	\$ 17,250.00	\$ 5,000.00	\$ (12,250.00)
41220	Attorney	\$ 167,250.00	\$ 260,295.00	\$ 93,045.00
41310	Executive			
10-11-41310-1111	Salaries - Full-Time Permanent	\$ 643,296.00	\$ 468,296.00	\$ (175,000.00)
10-11-41310-1112	Salaries - Part-Time Permanent	\$ 21,984.00	\$ 23,415.00	\$ 1,431.00
10-11-41310-1211	Overtime	\$ 2,000.00	\$ 2,000.00	\$ -
10-11-41310-1242	Car Allowance	\$ 13,200.00	\$ 13,200.00	\$ -
10-11-41310-1300	Employee Benefits (401K & 457)	\$ 39,883.00	\$ 30,883.00	\$ (9,000.00)
10-11-41310-1321	Clothing Allowance	\$ 650.00	\$ 650.00	\$ -
10-11-41310-1511	FICA	\$ 1,364.00	\$ 1,364.00	\$ -
10-11-41310-1512	Medicare	\$ 9,647.00	\$ 8,447.00	\$ (1,200.00)
10-11-41310-1521	Retirement	\$ 83,356.00	\$ 73,208.00	\$ (10,148.00)
10-11-41310-1541	Health Insurance	\$ 106,593.00	\$ 65,593.00	\$ (41,000.00)
10-11-41310-1545	Dental Insurance	\$ 7,961.00	\$ 7,061.00	\$ (900.00)
10-11-41310-1548	Vision Insurance	\$ 1,378.00	\$ 1,228.00	\$ (150.00)
10-11-41310-1561	Long Term Disability	\$ 2,811.00	\$ 2,461.00	\$ (350.00)
10-11-41310-2121	Dues & Memberships	\$ 38,400.00	\$ 41,000.00	\$ 2,600.00
10-11-41310-2321	Travel & Training	\$ 12,450.00	\$ 11,640.00	\$ (810.00)
10-11-41310-2369	Meetings	\$ 500.00	\$ 750.00	\$ 250.00
10-11-41310-5003	Special Projects	\$ 1,000.00	\$ 1,000.00	\$ -
10-11-41310-9154	Due To Fleet Fund	\$ 25,384.00	\$ 25,384.00	\$ -
41310	Executive	\$ 1,011,857.00	\$ 777,580.00	\$ (234,277.00)
41410	Finance			
10-11-41410-1111	Salaries - Full-Time Permanent	\$ 368,304.00	\$ 365,193.00	\$ (3,111.00)
10-11-41410-1112	Salaries - Part-Time Permanent	\$ -	\$ 9,000.00	\$ 9,000.00
10-11-41410-1211	Overtime	\$ 1,500.00	\$ 1,500.00	\$ -
10-11-41410-1300	Employee Benefits (401K & 457)	\$ 22,835.00	\$ 22,835.00	\$ -
10-11-41410-1321	Clothing Allowance	\$ 410.00	\$ 410.00	\$ -
10-11-41410-1511	FICA	\$ -	\$ 250.00	\$ 250.00
10-11-41410-1512	Medicare	\$ 5,341.00	\$ 5,500.00	\$ 159.00
10-11-41410-1521	Retirement	\$ 50,747.00	\$ 63,128.00	\$ 12,381.00
10-11-41410-1531	State Insurance Fund	\$ -	\$ 1,000.00	\$ 1,000.00
10-11-41410-1541	Health Insurance	\$ 76,115.00	\$ 90,136.00	\$ 14,021.00
10-11-41410-1545	Dental Insurance	\$ 5,297.00	\$ 7,000.00	\$ 1,703.00
10-11-41410-1548	Vision Insurance	\$ 932.00	\$ 1,250.00	\$ 318.00
10-11-41410-1561	Long Term Disability	\$ 2,347.00	\$ 1,891.00	\$ (456.00)
10-11-41410-2121	Dues & Memberships	\$ 600.00	\$ 600.00	\$ -
10-11-41410-2321	Travel & Training	\$ 7,485.00	\$ 7,485.00	\$ -
10-11-41410-2369	Meetings	\$ 300.00	\$ 300.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-11-41410-2710	Budget/CAFR Preparation	\$ 1,750.00	\$ 1,750.00	\$ -
10-11-41410-4140	Banking Fees	\$ 45,000.00	\$ 60,000.00	\$ 15,000.00
10-11-41410-4531	Professional & Technical Servi	\$ 49,500.00	\$ 41,000.00	\$ (8,500.00)
10-11-41410-6110	Contractual Agreements	\$ -	\$ 486,112.00	\$ 486,112.00
10-11-41410-9701	Fraud Loss	\$ -	\$ 1,126,937.00	\$ 1,126,937.00
41410	Finance	\$ 638,463.00	\$ 2,293,277.00	\$ 1,654,814.00
41710	Engineering			
10-11-41710-1111	Salaries - Full-Time Permanent	\$ 497,736.00	\$ 536,580.00	\$ 38,844.00
10-11-41710-1211	Overtime	\$ 2,000.00	\$ 3,700.00	\$ 1,700.00
10-11-41710-1300	Employee Benefits (401K & 457)	\$ 30,860.00	\$ 25,030.00	\$ (5,830.00)
10-11-41710-1321	Clothing Allowance	\$ 2,000.00	\$ 2,250.00	\$ 250.00
10-11-41710-1512	Medicare	\$ 7,217.00	\$ 7,708.00	\$ 491.00
10-11-41710-1521	Retirement	\$ 71,367.00	\$ 91,890.00	\$ 20,523.00
10-11-41710-1541	Health Insurance	\$ 125,869.00	\$ 119,715.00	\$ (6,154.00)
10-11-41710-1545	Dental Insurance	\$ 9,785.00	\$ 8,300.00	\$ (1,485.00)
10-11-41710-1548	Vision Insurance	\$ 1,701.00	\$ 1,600.00	\$ (101.00)
10-11-41710-1561	Long Term Disability	\$ 2,655.00	\$ 2,810.00	\$ 155.00
10-11-41710-2121	Dues & Memberships	\$ 1,130.00	\$ 1,130.00	\$ -
10-11-41710-2321	Travel & Training	\$ 5,040.00	\$ 5,040.00	\$ -
10-11-41710-2369	Meetings	\$ 500.00	\$ 500.00	\$ -
10-11-41710-2513	Materials & Supplies	\$ 2,500.00	\$ 2,700.00	\$ 200.00
10-11-41710-2523	Blue Stakes Supplies	\$ 2,500.00	\$ 2,500.00	\$ -
10-11-41710-4531	Professional & Technical Servi	\$ 484,000.00	\$ 455,290.00	\$ (28,710.00)
10-11-41710-9154	Due To Fleet Fund	\$ 96,049.00	\$ 96,049.00	\$ -
41710	Engineering	\$ 1,342,909.00	\$ 1,362,792.00	\$ 19,883.00
41800	Planning & Zoning			
10-32-41800-1111	Salaries - Full-Time Permanent	\$ 649,396.00	\$ 550,000.00	\$ (99,396.00)
10-32-41800-1112	Salaries - Part-Time Permanent	\$ 6,000.00	\$ 6,000.00	\$ -
10-32-41800-1211	Overtime	\$ 2,500.00	\$ 12,000.00	\$ 9,500.00
10-32-41800-1300	Employee Benefits (401k & 457)	\$ 40,262.00	\$ 31,542.00	\$ (8,720.00)
10-32-41800-1321	Clothing Allowance	\$ 2,050.00	\$ 2,055.00	\$ 5.00
10-32-41800-1511	FICA	\$ 372.00	\$ 372.00	\$ -
10-32-41800-1512	Medicare	\$ 9,504.00	\$ 9,504.00	\$ -
10-32-41800-1521	Retirement	\$ 86,107.00	\$ 85,894.00	\$ (213.00)
10-32-41800-1541	Health Insurance	\$ 146,528.00	\$ 111,352.00	\$ (35,176.00)
10-32-41800-1545	Dental Insurance	\$ 10,668.00	\$ 8,500.00	\$ (2,168.00)
10-32-41800-1548	Vision Insurance	\$ 1,869.00	\$ 1,869.00	\$ -
10-32-41800-1561	Long Term Disability	\$ 4,032.00	\$ 2,660.00	\$ (1,372.00)
10-32-41800-2121	Dues & Memberships	\$ 3,702.00	\$ 3,702.00	\$ -
10-32-41800-2321	Travel & Training	\$ 9,020.00	\$ 9,020.00	\$ -
10-32-41800-2369	Meetings	\$ 3,200.00	\$ 3,200.00	\$ -
10-32-41800-4531	Professional & Technical Servi	\$ 61,950.00	\$ 30,000.00	\$ (31,950.00)
10-32-41800-5001	Misc - Expenses	\$ 1,100.00	\$ 1,100.00	\$ -
10-32-41800-5002	Special Projects	\$ 34,000.00	\$ 34,000.00	\$ -
10-32-41800-6110	Contractual Agreements	\$ 59,800.00	\$ 59,800.00	\$ -
10-32-41800-6550	Capital - Studies	\$ 200,000.00	\$ 200,000.00	\$ -
10-32-41800-9154	Due To Fleet Fund	\$ 163,021.00	\$ 163,021.00	\$ -
41800	Planning & Zoning	\$ 1,495,081.00	\$ 1,325,591.00	\$ (169,490.00)

Account Number	Description	Current Budget	Proposed Budget	Change
41910	Economic Development			
10-18-41910-1111	Salaries - Full-Time Permanent	\$ 78,876.00	\$ 78,876.00	\$ -
10-18-41910-1300	Employee Benefits (401K & 457)	\$ 4,890.00	\$ 4,890.00	\$ -
10-18-41910-1321	Clothing Allowance	\$ 100.00	\$ 100.00	\$ -
10-18-41910-1512	Medicare	\$ 1,143.00	\$ 1,143.00	\$ -
10-18-41910-1521	Retirement	\$ 7,888.00	\$ 7,888.00	\$ -
10-18-41910-1541	Health Insurance	\$ 16,519.00	\$ 16,519.00	\$ -
10-18-41910-1545	Dental Insurance	\$ 1,303.00	\$ 1,303.00	\$ -
10-18-41910-1548	Vision Insurance	\$ 226.00	\$ 226.00	\$ -
10-18-41910-1561	Long Term Disability	\$ 403.00	\$ 403.00	\$ -
10-18-41910-2121	Dues & Memberships	\$ 18,565.00	\$ 18,565.00	\$ -
10-18-41910-2321	Travel & Training	\$ 11,350.00	\$ 11,350.00	\$ -
10-18-41910-2369	Meetings	\$ 1,000.00	\$ -	\$ (1,000.00)
10-18-41910-4531	Professional & Technical Servi	\$ 137,500.00	\$ 137,500.00	\$ -
10-18-41910-5780	Marketing Tools	\$ 12,460.00	\$ 2,460.00	\$ (10,000.00)
10-18-41910-6522	Economic Development	\$ 37,500.00	\$ 37,500.00	\$ -
10-18-41910-6525	Development Agreements	\$ 600,000.00	\$ 600,000.00	\$ -
41910	Economic Development	\$ 929,723.00	\$ 918,723.00	\$ (11,000.00)
41940	Recreation			
10-18-41940-1111	Salaries - Full-Time Permanent	\$ 151,336.00	\$ 151,336.00	\$ -
10-18-41940-1112	Salaries - Part-Time Permanent	\$ 31,487.00	\$ 31,487.00	\$ -
10-18-41940-1211	Overtime	\$ 5,000.00	\$ 5,000.00	\$ -
10-18-41940-1300	Employee Benefits (401K & 457)	\$ 9,383.00	\$ 9,383.00	\$ -
10-18-41940-1321	Clothing Allowance	\$ 800.00	\$ 800.00	\$ -
10-18-41940-1511	FICA	\$ 1,952.00	\$ 1,952.00	\$ -
10-18-41940-1512	Medicare	\$ 2,650.00	\$ 2,650.00	\$ -
10-18-41940-1521	Retirement	\$ 21,014.00	\$ 21,014.00	\$ -
10-18-41940-1541	Health Insurance	\$ 51,655.00	\$ 51,655.00	\$ -
10-18-41940-1545	Dental Insurance	\$ 3,813.00	\$ 3,813.00	\$ -
10-18-41940-1548	Vision Insurance	\$ 675.00	\$ 675.00	\$ -
10-18-41940-1561	Long Term Disability	\$ 693.00	\$ 693.00	\$ -
10-18-41940-2121	Dues & Memberships	\$ 665.00	\$ 665.00	\$ -
10-18-41940-2321	Travel & Training	\$ 3,200.00	\$ 3,200.00	\$ -
10-18-41940-2513	Materials & Supplies	\$ 5,000.00	\$ 5,000.00	\$ -
10-18-41940-4531	Professional & Technical Servi	\$ 3,500.00	\$ 3,500.00	\$ -
10-18-41940-5747	Sports-New Program Development	\$ 5,000.00	\$ 5,000.00	\$ -
10-18-41940-5748	Ultimate Frisbee	\$ 2,500.00	\$ 2,500.00	\$ -
10-18-41940-5749	Pickelball	\$ 2,500.00	\$ 2,500.00	\$ -
10-18-41940-5753	Youth Basketball	\$ 68,000.00	\$ 68,000.00	\$ -
10-18-41940-5754	Adult Softball	\$ 9,000.00	\$ 9,000.00	\$ -
10-18-41940-5755	Adult Volleyball	\$ 1,500.00	\$ 1,500.00	\$ -
10-18-41940-5756	Adult Basketball	\$ 2,800.00	\$ 2,800.00	\$ -
10-18-41940-5759	Adult Flag Football	\$ 2,500.00	\$ 2,500.00	\$ -
10-18-41940-9154	Due To Fleet Fund	\$ 79,824.00	\$ 79,824.00	\$ -
41940	Recreation	\$ 466,447.00	\$ 466,447.00	\$ -
41950	Project Mgmt & Facilities			
10-19-41950-1111	Salaries - Full-Time Permanent	\$ 235,560.00	\$ 235,560.00	\$ -
10-19-41950-1112	Salaries - Part-Time Permanent	\$ 51,124.00	\$ 51,124.00	\$ -
10-19-41950-1211	Overtime	\$ 3,000.00	\$ 3,000.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-19-41950-1300	Employee Benefits (401K & 457)	\$ 14,605.00	\$ 14,605.00	\$ -
10-19-41950-1321	Clothing Allowance	\$ 1,200.00	\$ 1,200.00	\$ -
10-19-41950-1511	FICA	\$ 3,170.00	\$ 3,170.00	\$ -
10-19-41950-1512	Medicare	\$ 4,158.00	\$ 4,158.00	\$ -
10-19-41950-1521	Retirement	\$ 30,796.00	\$ 30,796.00	\$ -
10-19-41950-1531	State Insurance Fund	\$ 25,000.00	\$ 25,000.00	\$ -
10-19-41950-1541	Health Insurance	\$ 65,297.00	\$ 65,297.00	\$ -
10-19-41950-1545	Dental Insurance	\$ 4,704.00	\$ 4,704.00	\$ -
10-19-41950-1548	Vision Insurance	\$ 814.00	\$ 814.00	\$ -
10-19-41950-1561	Long Term Disability	\$ 1,628.00	\$ 1,628.00	\$ -
10-19-41950-2321	Travel & Training	\$ 2,000.00	\$ 2,000.00	\$ -
10-19-41950-2513	Materials & Supplies	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00
10-19-41950-2610	Building & Grounds Maint	\$ 85,000.00	\$ 103,000.00	\$ 18,000.00
10-19-41950-2612	Janitorial-Custodial Supplies	\$ 25,000.00	\$ 25,000.00	\$ -
10-19-41950-3111	Utilities	\$ 64,445.00	\$ 64,445.00	\$ -
10-19-41950-4531	Professional & Technical Servi	\$ 58,440.00	\$ 58,440.00	\$ -
10-19-41950-6211	Insurance & Surety Bonds	\$ 50,000.00	\$ 52,000.00	\$ 2,000.00
10-19-41950-7211	Building & Bldg Improvements	\$ 270,000.00	\$ 270,000.00	\$ -
10-19-41950-7410	Equipment	\$ 5,000.00	\$ 5,000.00	\$ -
10-19-41950-7552	Furniture	\$ 77,000.00	\$ 87,000.00	\$ 10,000.00
10-19-41950-9154	Due To Fleet Fund	\$ 39,534.00	\$ 39,534.00	\$ -
41950	Project Mgmt & Facilities	\$ 1,122,475.00	\$ 1,157,475.00	\$ 35,000.00
41955	Information Technology			
10-19-41955-1111	Salaries - Full-Time Permanent	\$ -	\$ 8,505.00	\$ 8,505.00
10-19-41955-1300	Employee Benefits (401K & 457)	\$ -	\$ 360.00	\$ 360.00
10-19-41955-1512	Medicare	\$ -	\$ 123.00	\$ 123.00
10-19-41955-1521	Retirement	\$ -	\$ 1,377.00	\$ 1,377.00
10-19-41955-1541	Health Insurance	\$ -	\$ 1,683.00	\$ 1,683.00
10-19-41955-1545	Dental Insurance	\$ -	\$ 133.00	\$ 133.00
10-19-41955-1548	Vision Insurance	\$ -	\$ 23.00	\$ 23.00
10-19-41955-1561	Long Term Disability	\$ -	\$ 42.00	\$ 42.00
10-19-41955-2121	Dues & Memberships	\$ 200.00	\$ 200.00	\$ -
10-19-41955-2513	Materials & Supplies	\$ 6,000.00	\$ 6,000.00	\$ -
10-19-41955-3311	Telecommunication	\$ 33,000.00	\$ 33,000.00	\$ -
10-19-41955-3313	Cell Phone	\$ 62,000.00	\$ 62,000.00	\$ -
10-19-41955-3315	DSL Service	\$ 14,400.00	\$ 14,400.00	\$ -
10-19-41955-4211	Network-Data Process Supplies	\$ 57,000.00	\$ 57,000.00	\$ -
10-19-41955-4221	Website Maintenance	\$ 12,000.00	\$ 12,000.00	\$ -
10-19-41955-4222	Printer/Copier Maintenance	\$ 13,000.00	\$ 13,000.00	\$ -
10-19-41955-4261	Computer Software & Maint.	\$ 305,705.00	\$ 305,705.00	\$ -
10-19-41955-4531	Professional & Technical Servi	\$ 226,000.00	\$ 226,000.00	\$ -
10-19-41955-7412	Computer Equipment	\$ 109,650.00	\$ 109,650.00	\$ -
41955	Information Technology	\$ 838,955.00	\$ 851,201.00	\$ 12,246.00
41970	Public Information Services			
10-19-41970-1111	Salaries - Full-Time Permanent	\$ 137,780.00	\$ 137,780.00	\$ -
10-19-41970-1112	Salaries - Part-Time Permanent	\$ 43,158.00	\$ 43,158.00	\$ -
10-19-41970-1211	Overtime	\$ 1,000.00	\$ 1,000.00	\$ -
10-19-41970-1300	Employee Benefits (401K & 457)	\$ 8,543.00	\$ 8,543.00	\$ -
10-19-41970-1321	Clothing Allowance	\$ 400.00	\$ 400.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-19-41970-1511	FICA	\$ 2,676.00	\$ 2,676.00	\$ -
10-19-41970-1512	Medicare	\$ 2,623.00	\$ 2,623.00	\$ -
10-19-41970-1521	Retirement	\$ 13,779.00	\$ 13,779.00	\$ -
10-19-41970-1541	Health Insurance	\$ 31,924.00	\$ 31,924.00	\$ -
10-19-41970-1545	Dental Insurance	\$ 2,257.00	\$ 2,257.00	\$ -
10-19-41970-1548	Vision Insurance	\$ 406.00	\$ 406.00	\$ -
10-19-41970-1561	Long Term Disability	\$ 799.00	\$ 799.00	\$ -
10-19-41970-2121	Dues & Memberships	\$ 1,500.00	\$ 1,500.00	\$ -
10-19-41970-2321	Travel & Training	\$ 3,500.00	\$ 3,500.00	\$ -
10-19-41970-2369	Meetings	\$ 300.00	\$ 300.00	\$ -
10-19-41970-4531	Professional & Technical Servi	\$ 18,100.00	\$ 29,303.00	\$ 11,203.00
10-19-41970-5003	Special Projects	\$ 10,000.00	\$ 1,000.00	\$ (9,000.00)
10-19-41970-5005	EM City Merchandise	\$ 15,000.00	\$ -	\$ (15,000.00)
10-19-41970-7412	Computer Equipment	\$ 1,400.00	\$ 1,400.00	\$ -
41970	Public Information Services	\$ 295,145.00	\$ 282,348.00	\$ (12,797.00)
41980	Human Resources			
10-19-41980-1111	Salaries - Full-Time Permanent	\$ 89,040.00	\$ 90,000.00	\$ 960.00
10-19-41980-1300	Employee Benefits (401K & 457)	\$ 5,520.00	\$ 6,000.00	\$ 480.00
10-19-41980-1321	Clothing Allowance	\$ 100.00	\$ 100.00	\$ -
10-19-41980-1512	Medicare	\$ 1,290.00	\$ 1,290.00	\$ -
10-19-41980-1521	Retirement	\$ 8,904.00	\$ 15,000.00	\$ 6,096.00
10-19-41980-1541	Health Insurance	\$ 18,354.00	\$ 18,354.00	\$ -
10-19-41980-1545	Dental Insurance	\$ 1,448.00	\$ 1,448.00	\$ -
10-19-41980-1548	Vision Insurance	\$ 251.00	\$ 251.00	\$ -
10-19-41980-1561	Long Term Disability	\$ 533.00	\$ 533.00	\$ -
10-19-41980-2121	Dues & Memberships	\$ 650.00	\$ 650.00	\$ -
10-19-41980-2321	Travel & Training	\$ 12,500.00	\$ 12,500.00	\$ -
10-19-41980-2371	Education Assistance	\$ 20,000.00	\$ 20,000.00	\$ -
10-19-41980-2377	Wellness Committee	\$ 3,000.00	\$ 3,000.00	\$ -
10-19-41980-2378	Safety Award	\$ 1,500.00	\$ 3,500.00	\$ 2,000.00
10-19-41980-2379	Employee Activities	\$ 17,000.00	\$ 17,000.00	\$ -
10-19-41980-2411	Office Expense & Supplies	\$ 25,000.00	\$ 25,000.00	\$ -
10-19-41980-4531	Professional & Technical Servi	\$ 30,889.00	\$ 43,000.00	\$ 12,111.00
41980	Human Resources	\$ 235,979.00	\$ 257,626.00	\$ 21,647.00
41990	Special Events			
10-18-41990-1111	Salaries - Full-Time Permanent	\$ 99,745.00	\$ 105,211.00	\$ 5,466.00
10-18-41990-1112	Salaries - Part-Time Permanent	\$ -	\$ 6,000.00	\$ 6,000.00
10-18-41990-1211	Overtime	\$ 2,000.00	\$ 23,000.00	\$ 21,000.00
10-18-41990-1300	Employee Benefits (401K & 457)	\$ 6,185.00	\$ 4,000.00	\$ (2,185.00)
10-18-41990-1321	Clothing Allowance	\$ 600.00	\$ 600.00	\$ -
10-18-41990-1511	FICA	\$ -	\$ 400.00	\$ 400.00
10-18-41990-1512	Medicare	\$ 1,447.00	\$ 2,000.00	\$ 553.00
10-18-41990-1521	Retirement	\$ 9,974.00	\$ 21,540.00	\$ 11,566.00
10-18-41990-1541	Health Insurance	\$ 24,002.00	\$ 42,467.00	\$ 18,465.00
10-18-41990-1545	Dental Insurance	\$ 1,448.00	\$ 3,359.00	\$ 1,911.00
10-18-41990-1548	Vision Insurance	\$ 251.00	\$ 584.00	\$ 333.00
10-18-41990-1561	Long Term Disability	\$ 689.00	\$ 689.00	\$ -
10-18-41990-2121	Dues & Memberships	\$ 2,025.00	\$ 2,025.00	\$ -
10-18-41990-2321	Travel & Training	\$ 3,050.00	\$ 3,050.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-18-41990-2513	Materials & Supplies	\$ 21,000.00	\$ 21,000.00	\$ -
10-18-41990-5850	Veterans Board	\$ 2,100.00	\$ 2,100.00	\$ -
10-18-41990-5851	Youth Council	\$ 3,725.00	\$ 3,725.00	\$ -
10-18-41990-5852	Senior Council	\$ 6,000.00	\$ 6,000.00	\$ -
10-18-41990-5856	Special Events	\$ 102,500.00	\$ 102,500.00	\$ -
10-18-41990-5858	Pony Express Days Celebration	\$ 51,500.00	\$ 51,500.00	\$ -
10-18-41990-5859	Miss Eagle Mountain Pageant	\$ 8,000.00	\$ 8,000.00	\$ -
10-18-41990-9154	Due To Fleet Fund	\$ 10,047.00	\$ 10,047.00	\$ -
41990	Special Events	\$ 356,288.00	\$ 419,797.00	\$ 63,509.00
42100	Public Safety			
10-21-42100-1112	Salaries - Part-Time Permanent	\$ 82,719.00	\$ 105,235.00	\$ 22,516.00
10-21-42100-1321	Clothing Allowance	\$ 100.00	\$ 100.00	\$ -
10-21-42100-1511	FICA	\$ 5,130.00	\$ 6,525.00	\$ 1,395.00
10-21-42100-1512	Medicare	\$ 1,199.00	\$ 2,000.00	\$ 801.00
10-21-42100-1531	State Insurance Fund	\$ -	\$ 2,000.00	\$ 2,000.00
10-21-42100-2321	Travel & Training	\$ 1,000.00	\$ 1,000.00	\$ -
10-21-42100-4410	Animal Control	\$ 31,284.00	\$ 31,284.00	\$ -
10-21-42100-4520	Contract Services	\$ 5,086,079.00	\$ 5,086,079.00	\$ -
10-21-42100-4525	Dispatch Services	\$ 168,000.00	\$ 168,000.00	\$ -
10-21-42100-5002	Special Projects	\$ 6,000.00	\$ 6,000.00	\$ -
10-21-42100-5230	Emergency Management	\$ 4,000.00	\$ 4,000.00	\$ -
10-21-42100-5235	CERT Training	\$ 500.00	\$ 500.00	\$ -
10-21-42100-5859	Rad Women/Kids	\$ 6,000.00	\$ 6,000.00	\$ -
10-21-42100-5860	Community Safety/VIPS	\$ 3,000.00	\$ 3,000.00	\$ -
10-21-42100-5861	Communities That Care Program	\$ 7,000.00	\$ 7,000.00	\$ -
10-21-42100-5862	DUI Blitzes w/ Alcohol Tax Fnd	\$ 23,000.00	\$ 23,000.00	\$ -
10-21-42100-7415	Emergency Management Equipment	\$ 36,000.00	\$ 36,000.00	\$ -
42100	Public Safety	\$ 5,461,011.00	\$ 5,487,723.00	\$ 26,712.00
42420	Building Inspections			
10-33-42420-1111	Salaries - Full-Time Permanent	\$ 725,348.00	\$ 575,000.00	\$ (150,348.00)
10-33-42420-1112	Salaries - Part-Time Permanent	\$ 41,685.00	\$ 30,000.00	\$ (11,685.00)
10-33-42420-1116	Salaries - Fast Track	\$ -	\$ 15,000.00	\$ 15,000.00
10-33-42420-1211	Overtime	\$ 3,000.00	\$ 10,000.00	\$ 7,000.00
10-33-42420-1300	Employee Benefits (401K & 457)	\$ 44,973.00	\$ 38,000.00	\$ (6,973.00)
10-33-42420-1321	Clothing Allowance	\$ 3,350.00	\$ 3,350.00	\$ -
10-33-42420-1511	FICA	\$ 2,584.00	\$ 2,584.00	\$ -
10-33-42420-1512	Medicare	\$ 11,122.00	\$ 10,000.00	\$ (1,122.00)
10-33-42420-1521	Retirement	\$ 79,218.00	\$ 95,000.00	\$ 15,782.00
10-33-42420-1531	State Insurance Fund	\$ -	\$ 3,200.00	\$ 3,200.00
10-33-42420-1541	Health Insurance	\$ 207,543.00	\$ 174,835.00	\$ (32,708.00)
10-33-42420-1545	Dental Insurance	\$ 16,226.00	\$ 15,000.00	\$ (1,226.00)
10-33-42420-1548	Vision Insurance	\$ 2,815.00	\$ 2,815.00	\$ -
10-33-42420-1561	Long Term Disability	\$ 3,899.00	\$ 3,899.00	\$ -
10-33-42420-2121	Dues & Memberships	\$ 3,595.00	\$ 3,595.00	\$ -
10-33-42420-2321	Travel & Training	\$ 5,290.00	\$ 5,290.00	\$ -
10-33-42420-2369	Meetings	\$ 400.00	\$ 400.00	\$ -
10-33-42420-2513	Materials & Supplies	\$ 1,000.00	\$ 1,000.00	\$ -
10-33-42420-4531	Professional & Technical Servi	\$ 350,000.00	\$ 200,000.00	\$ (150,000.00)
10-33-42420-6110	Contractual Agreements	\$ 29,900.00	\$ 29,900.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-33-42420-9154	Due To Fleet Fund	\$ 44,951.00	\$ 44,951.00	\$ -
42420	Building Inspections	\$ 1,576,899.00	\$ 1,263,819.00	\$ (313,080.00)
44100	Streets & Roads			
10-41-44100-1111	Salaries - Full-Time Permanent	\$ 377,859.00	\$ 450,000.00	\$ 72,141.00
10-41-44100-1112	Salaries - Part-Time Permanent	\$ 26,460.00	\$ -	\$ (26,460.00)
10-41-44100-1211	Overtime	\$ 25,000.00	\$ 25,000.00	\$ -
10-41-44100-1300	Employee Benefits (401k & 457)	\$ 23,428.00	\$ 23,428.00	\$ -
10-41-44100-1321	Clothing Allowance	\$ 3,500.00	\$ 3,500.00	\$ -
10-41-44100-1511	FICA	\$ 1,548.00	\$ 1,548.00	\$ -
10-41-44100-1512	Medicare	\$ 5,841.00	\$ 5,841.00	\$ -
10-41-44100-1521	Retirement	\$ 52,777.00	\$ 80,000.00	\$ 27,223.00
10-41-44100-1541	Health Insurance	\$ 98,793.00	\$ 115,000.00	\$ 16,207.00
10-41-44100-1545	Dental Insurance	\$ 6,499.00	\$ 6,499.00	\$ -
10-41-44100-1548	Vision Insurance	\$ 1,148.00	\$ 1,148.00	\$ -
10-41-44100-1561	Long Term Disability	\$ 2,463.00	\$ 2,463.00	\$ -
10-41-44100-2321	Travel & Training	\$ 5,000.00	\$ 5,000.00	\$ -
10-41-44100-2369	Meetings	\$ 350.00	\$ 350.00	\$ -
10-41-44100-2513	Materials & Supplies	\$ 60,000.00	\$ 60,000.00	\$ -
10-41-44100-4394	Collar Maintenance	\$ 10,000.00	\$ 10,000.00	\$ -
10-41-44100-4531	Professional & Technical Servi	\$ 5,000.00	\$ 5,000.00	\$ -
10-41-44100-4811	Equipment Rental/Lease	\$ 68,800.00	\$ 68,800.00	\$ -
10-41-44100-5121	Unimproved Road Maint.	\$ 9,000.00	\$ 6,000.00	\$ (3,000.00)
10-41-44100-5122	Paved Road Maint.	\$ 1,650,000.00	\$ 1,560,889.00	\$ (89,111.00)
10-41-44100-5124	Sidewalk Maintenance	\$ 47,000.00	\$ 50,000.00	\$ 3,000.00
10-41-44100-5140	Street Light New Install	\$ 700,000.00	\$ 1,800,000.00	\$ 1,100,000.00
10-41-44100-5141	Street Light Maintenance	\$ 200,000.00	\$ 200,000.00	\$ -
10-41-44100-5142	Traffic Signal Maintenance	\$ 38,000.00	\$ 38,000.00	\$ -
10-41-44100-5721	Chemicals & Fertilizers	\$ 85,000.00	\$ 85,000.00	\$ -
10-41-44100-5730	Street Sign Maintenance	\$ 55,000.00	\$ 55,000.00	\$ -
10-41-44100-7410	Equipment	\$ 25,000.00	\$ 25,000.00	\$ -
10-41-44100-8211	Lease Purchase	\$ 27,000.00	\$ 27,000.00	\$ -
10-41-44100-9154	Due To Fleet Fund	\$ 247,345.00	\$ 247,345.00	\$ -
44100	Streets & Roads	\$ 3,857,811.00	\$ 4,957,811.00	\$ 1,100,000.00
45100	Parks & Recreation			
10-41-45100-1111	Salaries - Full-Time Permanent	\$ 570,638.00	\$ 570,638.00	\$ -
10-41-45100-1112	Salaries - Part-Time Permanent	\$ 52,916.00	\$ 52,916.00	\$ -
10-41-45100-1211	Overtime	\$ 19,000.00	\$ 19,000.00	\$ -
10-41-45100-1300	Employee Benefits (401k & 457)	\$ 35,379.00	\$ 35,379.00	\$ -
10-41-45100-1321	Clothing Allowance	\$ 5,600.00	\$ 5,600.00	\$ -
10-41-45100-1511	FICA	\$ 3,281.00	\$ 3,281.00	\$ -
10-41-45100-1512	Medicare	\$ 9,043.00	\$ 9,043.00	\$ -
10-41-45100-1521	Retirement	\$ 70,364.00	\$ 70,364.00	\$ -
10-41-45100-1541	Health Insurance	\$ 163,391.00	\$ 163,391.00	\$ -
10-41-45100-1545	Dental Insurance	\$ 11,954.00	\$ 11,954.00	\$ -
10-41-45100-1548	Vision Insurance	\$ 2,107.00	\$ 2,107.00	\$ -
10-41-45100-1561	Long Term Disability	\$ 4,054.00	\$ 4,054.00	\$ -
10-41-45100-2121	Dues & Memberships	\$ 1,145.00	\$ 1,145.00	\$ -
10-41-45100-2321	Travel & Training	\$ 5,400.00	\$ 5,400.00	\$ -
10-41-45100-2369	Meetings	\$ 400.00	\$ 400.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
10-41-45100-2513	Materials & Supplies	\$ 30,000.00	\$ 30,000.00	\$ -
10-41-45100-2610	Building & Grounds Maint	\$ 15,000.00	\$ 15,000.00	\$ -
10-41-45100-3111	Utilities	\$ 180,000.00	\$ 180,000.00	\$ -
10-41-45100-4531	Professional & Technical Servi	\$ 631,000.00	\$ 631,000.00	\$ -
10-41-45100-4811	Equipment Rental/Lease	\$ 20,000.00	\$ 20,000.00	\$ -
10-41-45100-5405	Park Amenities Repair/Replace	\$ 94,000.00	\$ 94,000.00	\$ -
10-41-45100-5410	Landscape Maintenance	\$ 60,000.00	\$ 60,000.00	\$ -
10-41-45100-5420	Parks Trail Maintenance	\$ 80,000.00	\$ 80,000.00	\$ -
10-41-45100-5430	City Wide Trees	\$ 40,000.00	\$ 40,000.00	\$ -
10-41-45100-5721	Chemicals & Fertilizers	\$ 5,000.00	\$ 5,000.00	\$ -
10-41-45100-7410	Equipment	\$ 41,169.00	\$ 41,169.00	\$ -
10-41-45100-8211	Lease Purchase	\$ 14,300.00	\$ 14,300.00	\$ -
10-41-45100-9154	Due To Fleet Fund	\$ 200,386.00	\$ 200,386.00	\$ -
45100	Parks & Recreation	\$ 2,365,527.00	\$ 2,365,527.00	\$ -
45800	Library			
10-18-45800-1111	Salaries - Full-Time Permanent	\$ 269,035.00	\$ 269,035.00	\$ -
10-18-45800-1112	Salaries - Part-Time Permanent	\$ 151,299.00	\$ 151,299.00	\$ -
10-18-45800-1300	Employee Benefits (401K & 457)	\$ 16,679.00	\$ 16,679.00	\$ -
10-18-45800-1321	Clothing Allowance	\$ 1,300.00	\$ 1,300.00	\$ -
10-18-45800-1511	FICA	\$ 9,382.00	\$ 9,382.00	\$ -
10-18-45800-1512	Medicare	\$ 6,094.00	\$ 6,094.00	\$ -
10-18-45800-1521	Retirement	\$ 38,802.00	\$ 38,802.00	\$ -
10-18-45800-1541	Health Insurance	\$ 100,946.00	\$ 100,946.00	\$ -
10-18-45800-1545	Dental Insurance	\$ 7,960.00	\$ 7,960.00	\$ -
10-18-45800-1548	Vision Insurance	\$ 1,377.00	\$ 1,377.00	\$ -
10-18-45800-1561	Long Term Disability	\$ 931.00	\$ 931.00	\$ -
10-18-45800-2121	Dues & Memberships	\$ 16,000.00	\$ 16,000.00	\$ -
10-18-45800-2321	Travel & Training	\$ 3,000.00	\$ 3,000.00	\$ -
10-18-45800-2369	Meetings	\$ 150.00	\$ 150.00	\$ -
10-18-45800-2411	Office Expense & Supplies	\$ 5,320.00	\$ 5,000.00	\$ (320.00)
10-18-45800-2513	Materials & Supplies	\$ 1,065.92	\$ 1,550.00	\$ 484.08
10-18-45800-4211	Computer Network & Data Proces	\$ 22,164.08	\$ 21,000.00	\$ (1,164.08)
10-18-45800-5791	Library Materials & Books	\$ 55,000.00	\$ 55,000.00	\$ -
10-18-45800-5795	Grant funded Material/Supplies	\$ 27,000.00	\$ 27,000.00	\$ -
10-18-45800-5856	Special Events	\$ 4,890.00	\$ 4,000.00	\$ (890.00)
10-18-45800-7410	Equipment	\$ 14,910.00	\$ 20,000.00	\$ 5,090.00
10-18-45800-7412	Computer Equipment	\$ 5,000.00	\$ 5,000.00	\$ -
10-18-45800-7552	Furniture	\$ 3,200.00	\$ -	\$ (3,200.00)
45800	Library	\$ 761,505.00	\$ 761,505.00	\$ -
48100	Transfers & Contributions			
10-61-48100-9130	Due To Debt Service Fund	\$ 217,170.00	\$ 217,170.00	\$ -
10-61-48100-9147	Due To Cap Proj Fund	\$ 4,560,966.00	\$ 4,560,966.00	\$ -
48100	Transfers & Contributions	\$ 4,778,136.00	\$ 4,778,136.00	\$ -
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
	Expense	\$ 28,433,648.00	\$ 30,649,563.00	\$ 2,215,915.00

Account Number	Description	Current Budget	Proposed Budget	Change
11	Water Impact Fee Fund			
	Expense			
48100	Transfers & Contributions			
11-61-48100-9151	Due To Water Fund	\$ 12,497,192.00	\$ 12,497,192.00	\$ -
48100	Transfers & Contributions	\$ 12,497,192.00	\$ 12,497,192.00	\$ -
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
51000	Water Fund			
11-51-51000-6310	Developer Impact Fee Reimb.	\$ 3,005,960.00	\$ 480,000.00	\$ (2,525,960.00)
51000	Water Fund	\$ 3,005,960.00	\$ 480,000.00	\$ (2,525,960.00)
	Expense	\$ 15,503,152.00	\$ 12,977,192.00	\$ (2,525,960.00)

Account Number	Description	Current Budget	Proposed Budget	Change
12	Wastewater Impact Fee Fund			
	Expense			
48100	Transfers & Contributions			
12-61-48100-9152	Due To Sewer Fund	\$ 4,798,712.00	\$ 3,500,000.00	\$ (1,298,712.00)
48100	Transfers & Contributions	\$ 4,798,712.00	\$ 3,500,000.00	\$ (1,298,712.00)
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
52000	Sewer Fund			
12-51-52000-4531	Professional & Technical Servi	\$ -	\$ 5,000.00	\$ 5,000.00
12-51-52000-6310	Developer Impact Fee Reimb.	\$ 2,183,193.00	\$ 300,000.00	\$ (1,883,193.00)
52000	Sewer Fund	\$ 2,183,193.00	\$ 305,000.00	\$ (1,878,193.00)
	Expense	\$ 6,981,905.00	\$ 3,805,000.00	\$ (3,176,905.00)

Account Number	Description	Current Budget	Proposed Budget	Change
15	Parks/Trails Impact Fee Fund			
	Expense			
45100	Parks & Recreation			
15-51-45100-6302	SITLA Imp Fee Reimbursement	\$ 106,964.00	\$ -	\$ (106,964.00)
45100	Parks & Recreation	\$ 106,964.00	\$ -	\$ (106,964.00)
48100	Transfers & Contributions			
15-61-48100-9147	Due To General Fund CP Fund	\$ 5,992,889.00	\$ 6,000,000.00	\$ 7,111.00
48100	Transfers & Contributions	\$ 5,992,889.00	\$ 6,000,000.00	\$ 7,111.00
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
	Expense	\$ 6,099,853.00	\$ 6,000,000.00	\$ (99,853.00)

Account Number	Description	Current Budget	Proposed Budget	Change
16	Public Safety Facility Impact Expense			
48100	Transfers & Contributions			
48100	Transfers & Contributions	\$ -	\$ -	\$ -
48700	Fund Reserve			
16-99-48700-9499	Fund Balance Appropriation	\$ 30,000.00	\$ 30,000.00	\$ -
48700	Fund Reserve	\$ 30,000.00	\$ 30,000.00	\$ -
	Expense	\$ 30,000.00	\$ 30,000.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
17	Stormwater Impact Fee Fund			
	Expense			
48100	Transfers & Contributions			
17-61-48100-9147	Due To General Fund CP Fund	\$ 2,351,100.00	\$ 2,351,100.00	\$ -
48100	Transfers & Contributions	\$ 2,351,100.00	\$ 2,351,100.00	\$ -
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
59000	Storm Drain Fund			
17-51-59000-4531	Professional & Technical Servi	\$ 39,120.00	\$ -	\$ (39,120.00)
17-51-59000-6310	Developer Impact Fee Reimb.	\$ 79,022.00	\$ 40,000.00	\$ (39,022.00)
59000	Storm Drain Fund	\$ 118,142.00	\$ 40,000.00	\$ (78,142.00)
	Expense	\$ 2,469,242.00	\$ 2,391,100.00	\$ (78,142.00)

Account Number	Description	Current Budget	Proposed Budget	Change
18	Transportation Impact Fee Fund			
	Expense			
44100	Streets & Roads			
18-51-44100-6310	Developer Impact Fee Reimb.	\$ 186,000.00	\$ 186,000.00	\$ -
44100	Streets & Roads	\$ 186,000.00	\$ 186,000.00	\$ -
48100	Transfers & Contributions			
18-61-48100-9179	Due To Debt Service Fund	\$ 1,826,799.00	\$ 1,826,799.00	\$ -
48100	Transfers & Contributions	\$ 1,826,799.00	\$ 1,826,799.00	\$ -
48700	Fund Reserve			
48700	Fund Reserve	\$ -	\$ -	\$ -
	Expense	\$ 2,012,799.00	\$ 2,012,799.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
30	Debt Service Fund			
	Expense			
44100	Streets & Roads			
30-71-44100-8111	Principal	\$ 1,220,703.00	\$ 1,220,703.00	\$ -
30-71-44100-8121	Interest Expense	\$ 823,266.00	\$ 823,266.00	\$ -
44100	Streets & Roads	\$ 2,043,969.00	\$ 2,043,969.00	\$ -
48100	Transfers & Contributions			
48100	Transfers & Contributions	\$ -	\$ -	\$ -
	Expense	\$ 2,043,969.00	\$ 2,043,969.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
47	Capital Projects General Fund Expense			
41950	Project Mgmt & Facilities			
47-81-41950-7048	TRUCK/EQUIP STORAGE BLDG	\$ 268,579.00	\$ 300,000.00	\$ 31,421.00
47-81-41950-7049	ASPHALT CDB YARD	\$ 1,200,000.00	\$ 1,200,000.00	\$ -
47-81-41950-7050	SENIOR CENTER PARKING LOT	\$ 25,000.00	\$ 25,000.00	\$ -
41950	Project Mgmt & Facilities	\$ 1,493,579.00	\$ 1,525,000.00	\$ 31,421.00
44100	Streets & Roads			
47-81-44100-7001	Eagle Mountain Boulevard	\$ 9,700,000.00	\$ 9,700,000.00	\$ -
47-81-44100-7002	SR 73 Deer Crossing Detection	\$ 250,000.00	\$ 250,000.00	\$ -
47-81-44100-7014	Traffic Signals	\$ 600,000.00	\$ 600,000.00	\$ -
47-81-44100-7016	Road Paving Projects	\$ 300,000.00	\$ 300,000.00	\$ -
47-81-44100-7020	Pony Express Widening Project	\$ -	\$ 5,976.00	\$ 5,976.00
47-81-44100-7026	Old Airport Road	\$ 9,100,000.00	\$ 9,100,000.00	\$ -
47-81-44100-7027	PE Pkwy Ranches Pkwy Turnlanes	\$ 500,000.00	\$ 500,000.00	\$ -
47-81-44100-7028	Lone Tree to Old Airport Rd	\$ 125,000.00	\$ 125,000.00	\$ -
47-81-44100-7029	Campus Drive High T	\$ 1,700,000.00	\$ 1,700,000.00	\$ -
47-81-44100-7046	Midvalley Road Extension	\$ 4,100,000.00	\$ 4,100,000.00	\$ -
47-81-44100-7047	WASATCH WING AND CLAY ROAD	\$ 250,000.00	\$ 250,000.00	\$ -
44100	Streets & Roads	\$ 26,625,000.00	\$ 26,630,976.00	\$ 5,976.00
45100	Parks & Recreation			
47-80-45100-7106	USP - City Center Streetscape	\$ 792,991.00	\$ 792,991.00	\$ -
47-80-45100-7107	USP - Parks Misc.	\$ 200,000.00	\$ 200,000.00	\$ -
47-81-45100-7001	MidValley Park	\$ -	\$ 38,332.00	\$ 38,332.00
47-81-45100-7003	Pioneer Park	\$ 15,185.00	\$ 15,185.00	\$ -
47-81-45100-7021	Smith Ranch Park	\$ 5,992,889.00	\$ 5,992,889.00	\$ -
47-81-45100-7044	Trails - Misc.	\$ 500,000.00	\$ 500,000.00	\$ -
47-81-45100-7045	Park&Recreation Grant Projects	\$ 121,000.00	\$ 121,000.00	\$ -
47-81-45100-7111	Land and Rights of Way	\$ 1,250,000.00	\$ 1,250,000.00	\$ -
45100	Parks & Recreation	\$ 8,872,065.00	\$ 8,910,397.00	\$ 38,332.00
	Expense	\$ 36,990,644.00	\$ 37,066,373.00	\$ 75,729.00

Account Number	Description	Current Budget	Proposed Budget	Change
51	Water Fund			
	Expense			
47100	Debt Service - Bonds			
51-71-47100-8111	Principal	\$ 423,600.00	\$ 423,600.00	\$ -
51-71-47100-8121	Interest	\$ 212,423.00	\$ 212,423.00	\$ -
51-71-47100-8151	Paying Agent Fee	\$ 5,500.00	\$ 5,500.00	\$ -
47100	Debt Service - Bonds	\$ 641,523.00	\$ 641,523.00	\$ -
48000	Transfers & Other Uses			
51-61-48000-9110	Due To General Fund	\$ 715,705.00	\$ 715,705.00	\$ -
51-61-48000-9154	Due To Fleet Fund	\$ 326,040.00	\$ 326,040.00	\$ -
51-61-48000-9163	Due to UB Internal Service Fnd	\$ 109,356.00	\$ 109,356.00	\$ -
51-61-48000-9164	Due to GIS Internal Service Fd	\$ 125,644.00	\$ 125,644.00	\$ -
48000	Transfers & Other Uses	\$ 1,276,745.00	\$ 1,276,745.00	\$ -
51000	Water Fund			
51-45-51000-1111	Salaries - Full-Time Permanent	\$ 593,097.00	\$ 575,000.00	\$ (18,097.00)
51-45-51000-1112	Salaries - Part-Time Permanent	\$ 24,183.00	\$ 18,000.00	\$ (6,183.00)
51-45-51000-1211	Overtime	\$ 20,000.00	\$ 50,000.00	\$ 30,000.00
51-45-51000-1300	Employee Benefits (401k & 457)	\$ 36,772.00	\$ 32,000.00	\$ (4,772.00)
51-45-51000-1321	Clothing Allowance	\$ 8,000.00	\$ 8,000.00	\$ -
51-45-51000-1511	FICA	\$ 1,499.00	\$ 1,499.00	\$ -
51-45-51000-1512	Medicare	\$ 8,950.00	\$ 8,950.00	\$ -
51-45-51000-1521	Retirement	\$ 81,184.00	\$ 110,000.00	\$ 28,816.00
51-45-51000-1531	State Insurance Fund	\$ 3,000.00	\$ 3,000.00	\$ -
51-45-51000-1541	Health Insurance	\$ 183,162.00	\$ 170,000.00	\$ (13,162.00)
51-45-51000-1545	Dental Insurance	\$ 14,695.00	\$ 14,695.00	\$ -
51-45-51000-1548	Vision Insurance	\$ 2,562.00	\$ 2,562.00	\$ -
51-45-51000-1561	Long Term Disability	\$ 3,149.00	\$ 3,149.00	\$ -
51-45-51000-2121	Dues & Memberships	\$ 3,250.00	\$ 3,250.00	\$ -
51-45-51000-2321	Travel & Training	\$ 9,000.00	\$ 9,000.00	\$ -
51-45-51000-2369	Meetings	\$ 300.00	\$ 300.00	\$ -
51-45-51000-2513	Materials & Supplies	\$ 250,000.00	\$ 710,000.00	\$ 460,000.00
51-45-51000-2515	Scada Maintenance & Upgrades	\$ 28,000.00	\$ 60,000.00	\$ 32,000.00
51-45-51000-2610	Building & Grounds Maint	\$ 10,000.00	\$ 10,000.00	\$ -
51-45-51000-3111	Utilities	\$ 840,000.00	\$ 840,000.00	\$ -
51-45-51000-4121	Attorney Fees	\$ 25,000.00	\$ 25,000.00	\$ -
51-45-51000-4140	Banking Fees	\$ 40,000.00	\$ 60,000.00	\$ 20,000.00
51-45-51000-4271	Sensus Support	\$ 36,450.00	\$ 44,000.00	\$ 7,550.00
51-45-51000-4320	Engineering Services	\$ 50,000.00	\$ 35,000.00	\$ (15,000.00)
51-45-51000-4391	Blue Staking	\$ 10,000.00	\$ 6,500.00	\$ (3,500.00)
51-45-51000-4392	Valve Maintenance	\$ 30,000.00	\$ 30,000.00	\$ -
51-45-51000-4393	Lab Work	\$ 25,000.00	\$ 56,500.00	\$ 31,500.00
51-45-51000-4394	Collar Maintenance	\$ 20,000.00	\$ -	\$ (20,000.00)
51-45-51000-4522	CUWCD - Contracted Water	\$ 1,700,000.00	\$ 2,201,760.00	\$ 501,760.00
51-45-51000-4531	Professional & Technical Servi	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00
51-45-51000-4811	Equipment Rental/Lease	\$ 7,750.00	\$ 81,000.00	\$ 73,250.00
51-45-51000-5311	Meters - Water - New	\$ 500,000.00	\$ 479,000.00	\$ (21,000.00)
51-45-51000-5312	Meters - Water - Replacement	\$ 300,000.00	\$ 215,000.00	\$ (85,000.00)
51-45-51000-5721	Chemicals & Fertilizers	\$ 20,000.00	\$ 20,000.00	\$ -
51-45-51000-5999	Depreciation	\$ 2,300,000.00	\$ 2,500,000.00	\$ 200,000.00

Account Number	Description	Current Budget	Proposed Budget	Change
51-45-51000-6110	Contractual Agreements	\$ 19,745.00	\$ 19,745.00	\$ -
51-45-51000-6211	Insurance & Surety Bonds	\$ 70,000.00	\$ 70,000.00	\$ -
51-45-51000-7000	CAPITAL OUTLAY	\$ 13,683,259.00	\$ 13,683,259.00	\$ -
51-45-51000-7055	Cedar Pass Drive Waterline	\$ 1,150,000.00	\$ -	\$ (1,150,000.00)
51-45-51000-7211	Buildings & Bld. Improvements	\$ 250,000.00	\$ 250,000.00	\$ -
51000	Water Fund	\$ 22,378,007.00	\$ 22,446,169.00	\$ 68,162.00
51100	Water Capital Projects			
51-81-51100-7314	CWP Development Fees	\$ 7,000,000.00	\$ 7,000,000.00	\$ -
51100	Water Capital Projects	\$ 7,000,000.00	\$ 7,000,000.00	\$ -
	Expense	\$ 31,296,275.00	\$ 31,364,437.00	\$ 68,162.00

Account Number	Description	Current Budget	Proposed Budget	Change
52	Sewer Fund			
	Expense			
47100	Debt Service - Bonds			
52-71-47100-8111	Principal	\$ 846,400.00	\$ 846,400.00	\$ -
52-71-47100-8121	Interest	\$ 290,412.00	\$ 290,412.00	\$ -
52-71-47100-8151	Paying Agent Fee	\$ 5,000.00	\$ 5,000.00	\$ -
47100	Debt Service - Bonds	\$ 1,141,812.00	\$ 1,141,812.00	\$ -
48000	Transfers & Other Uses			
52-61-48000-9110	Due To General Fund	\$ 703,151.00	\$ 703,151.00	\$ -
52-61-48000-9154	Due To Fleet Fund	\$ 167,348.00	\$ 167,348.00	\$ -
52-61-48000-9163	Due to UB Internal Service Fnd	\$ 109,356.00	\$ 109,356.00	\$ -
52-61-48000-9164	Due to GIS Internal Service Fd	\$ 125,644.00	\$ 125,644.00	\$ -
48000	Transfers & Other Uses	\$ 1,105,499.00	\$ 1,105,499.00	\$ -
52000	Sewer Fund			
52-45-52000-1111	Salaries - Full-Time Permanent	\$ 397,043.00	\$ 450,000.00	\$ 52,957.00
52-45-52000-1211	Overtime	\$ 6,000.00	\$ 20,000.00	\$ 14,000.00
52-45-52000-1300	Employee Benefits (401k & 457)	\$ 24,616.00	\$ 24,616.00	\$ -
52-45-52000-1321	Clothing Allowance	\$ 3,750.00	\$ 4,200.00	\$ 450.00
52-45-52000-1512	Medicare	\$ 5,757.00	\$ 6,603.00	\$ 846.00
52-45-52000-1521	Retirement	\$ 49,368.00	\$ 80,000.00	\$ 30,632.00
52-45-52000-1531	State Insurance Fund	\$ 3,000.00	\$ 3,000.00	\$ -
52-45-52000-1541	Health Insurance	\$ 136,155.00	\$ 136,155.00	\$ -
52-45-52000-1545	Dental Insurance	\$ 10,406.00	\$ 10,406.00	\$ -
52-45-52000-1548	Vision Insurance	\$ 1,819.00	\$ 1,819.00	\$ -
52-45-52000-1561	Long Term Disability	\$ 2,460.00	\$ 2,460.00	\$ -
52-45-52000-2121	Dues & Memberships	\$ 1,260.00	\$ 1,260.00	\$ -
52-45-52000-2321	Travel & Training	\$ 10,500.00	\$ 10,500.00	\$ -
52-45-52000-2369	Meetings	\$ 300.00	\$ 300.00	\$ -
52-45-52000-2513	Materials & Supplies	\$ 399,135.00	\$ 399,135.00	\$ -
52-45-52000-2515	Scada Maintenance & Upgrades	\$ 30,000.00	\$ 55,000.00	\$ 25,000.00
52-45-52000-2516	Pre-Treatment Program	\$ 10,000.00	\$ -	\$ (10,000.00)
52-45-52000-2517	Bio Solids Disposal	\$ 48,000.00	\$ 48,000.00	\$ -
52-45-52000-2610	Building & Grounds Maint	\$ 14,000.00	\$ 6,000.00	\$ (8,000.00)
52-45-52000-3111	Utilities	\$ 324,000.00	\$ 215,000.00	\$ (109,000.00)
52-45-52000-4121	Attorney Fees	\$ 15,000.00	\$ 5,000.00	\$ (10,000.00)
52-45-52000-4140	Banking Fees	\$ 34,000.00	\$ 60,000.00	\$ 26,000.00
52-45-52000-4320	Engineering Services	\$ 25,000.00	\$ 40,000.00	\$ 15,000.00
52-45-52000-4391	Blue Staking	\$ 10,000.00	\$ 6,500.00	\$ (3,500.00)
52-45-52000-4393	Lab Work	\$ 65,000.00	\$ 65,000.00	\$ -
52-45-52000-4394	Collar Maintenance	\$ 20,000.00	\$ 15,000.00	\$ (5,000.00)
52-45-52000-4531	Professional & Technical Servi	\$ 236,000.00	\$ 150,000.00	\$ (86,000.00)
52-45-52000-4581	TSSD Services	\$ 1,250,000.00	\$ 1,750,000.00	\$ 500,000.00
52-45-52000-4811	Equipment Rental/Lease	\$ 53,950.00	\$ 53,950.00	\$ -
52-45-52000-5721	Chemicals & Fertilizers	\$ 112,000.00	\$ 90,000.00	\$ (22,000.00)
52-45-52000-5999	Depreciation	\$ 1,600,000.00	\$ 1,600,000.00	\$ -
52-45-52000-6211	Insurance & Surety Bonds	\$ 58,000.00	\$ 58,000.00	\$ -
52-45-52000-7211	Buildings & Bld. Improvements	\$ 150,000.00	\$ 150,000.00	\$ -
52-45-52000-7311	Improvements Other Than Buildings	\$ 65,000.00	\$ 65,000.00	\$ -
52-45-52000-7410	Equipment	\$ 80,000.00	\$ 80,000.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
52000	Sewer Fund	\$ 5,251,519.00	\$ 5,662,904.00	\$ 411,385.00
52100	Sewer Capital Projects			
52-81-52100-7306	Waste Water Treatment Facility	\$ 223,328.00	\$ 223,328.00	\$ -
52-81-52100-7307	Headworks Project	\$ 4,245,000.00	\$ 4,245,000.00	\$ -
52-81-52100-7308	Tertiary Treatment Project	\$ 1,700,000.00	\$ 2,500,000.00	\$ 800,000.00
52100	Sewer Capital Projects	\$ 6,168,328.00	\$ 6,968,328.00	\$ 800,000.00
	Expense	\$ 13,667,158.00	\$ 14,878,543.00	\$ 1,211,385.00

Account Number	Description	Current Budget	Proposed Budget	Change
54	Fleet Fund			
	Expense			
54000	Fleet Fund			
54-45-54000-1111	Salaries - Full-Time Permanent	\$ 103,947.00	\$ 111,500.00	\$ 7,553.00
54-45-54000-1211	Overtime	\$ -	\$ 3,500.00	\$ 3,500.00
54-45-54000-1300	Employee Benefits (401k & 457)	\$ 6,445.00	\$ 6,445.00	\$ -
54-45-54000-1321	Clothing Allowance	\$ 350.00	\$ 350.00	\$ -
54-45-54000-1512	Medicare	\$ 1,505.00	\$ 1,800.00	\$ 295.00
54-45-54000-1521	Retirement	\$ 14,190.00	\$ 20,000.00	\$ 5,810.00
54-45-54000-1541	Health Insurance	\$ 32,120.00	\$ 32,500.00	\$ 380.00
54-45-54000-1545	Dental Insurance	\$ 2,534.00	\$ 2,534.00	\$ -
54-45-54000-1548	Vision Insurance	\$ 438.00	\$ 438.00	\$ -
54-45-54000-1561	Long Term Disability	\$ 535.00	\$ 535.00	\$ -
54-45-54000-2513	Materials & Supplies	\$ 5,000.00	\$ 5,000.00	\$ -
54-45-54000-2521	Fleet Vehicle Fuel	\$ 200,000.00	\$ 200,000.00	\$ -
54-45-54000-2522	Vehicle Maintenance	\$ 155,000.00	\$ 155,000.00	\$ -
54-45-54000-4531	Professional & Technical Servi	\$ 17,000.00	\$ 20,000.00	\$ 3,000.00
54-45-54000-5999	Depreciation	\$ 400,000.00	\$ 400,000.00	\$ -
54-45-54000-6211	Insurance & Surety Bonds	\$ 43,600.00	\$ 43,600.00	\$ -
54-45-54000-7421	Vehicle Purchase	\$ 864,420.00	\$ 864,420.00	\$ -
54-45-54000-8211	Lease Purchase	\$ 60,263.00	\$ 60,263.00	\$ -
54000	Fleet Fund	\$ 1,907,347.00	\$ 1,927,885.00	\$ 20,538.00
	Expense	\$ 1,907,347.00	\$ 1,927,885.00	\$ 20,538.00

Account Number	Description	Current Budget	Proposed Budget	Change
57	Solid Waste Fund			
	Expense			
48000	Transfers & Other Uses			
57-61-48000-9110	Due To General Fund (Admn Chrg	\$ 110,530.00	\$ 110,530.00	\$ -
57-61-48000-9163	Due to UB Internal Service Fnd	\$ 56,782.00	\$ 56,782.00	\$ -
48000	Transfers & Other Uses	\$ 167,312.00	\$ 167,312.00	\$ -
57000	Solid Waste Fund			
57-45-57000-1111	Salaries - Full-Time Permanent	\$ -	\$ 1,078.00	\$ 1,078.00
57-45-57000-1112	Salaries - Part-Time Permanent	\$ -	\$ 1,952.00	\$ 1,952.00
57-45-57000-1211	Overtime	\$ -	\$ 6,014.00	\$ 6,014.00
57-45-57000-1300	Employee Benefits (401K & 457)	\$ -	\$ 321.00	\$ 321.00
57-45-57000-1511	FICA	\$ -	\$ 122.00	\$ 122.00
57-45-57000-1512	Medicare	\$ -	\$ 131.00	\$ 131.00
57-45-57000-1521	Retirement	\$ -	\$ 1,197.00	\$ 1,197.00
57-45-57000-1541	Health Insurance	\$ -	\$ 510.00	\$ 510.00
57-45-57000-1545	Dental Insurance	\$ -	\$ 49.00	\$ 49.00
57-45-57000-1548	Vision Insurance	\$ -	\$ 8.00	\$ 8.00
57-45-57000-1561	Long Term Disability	\$ -	\$ 9.00	\$ 9.00
57-45-57000-4140	Banking Fees	\$ 6,500.00	\$ 12,000.00	\$ 5,500.00
57-45-57000-4585	Code Enforcement Cleanup	\$ 50,000.00	\$ 10,000.00	\$ (40,000.00)
57-45-57000-4586	City Clean Up Projects	\$ 50,000.00	\$ 20,000.00	\$ (30,000.00)
57-45-57000-5638	Glass Recycling Program	\$ 7,500.00	\$ 7,500.00	\$ -
57-45-57000-5639	Green Waste Program	\$ 50,000.00	\$ -	\$ (50,000.00)
57-45-57000-5640	Solid Waste Contract	\$ 1,815,400.00	\$ 2,000,000.00	\$ 184,600.00
57-45-57000-6810	Dump Passes	\$ 35,000.00	\$ 25,000.00	\$ (10,000.00)
57-45-57000-7000	Capital Outlay	\$ 610,000.00	\$ -	\$ (610,000.00)
57000	Solid Waste Fund	\$ 2,624,400.00	\$ 2,085,891.00	\$ (538,509.00)
	Expense	\$ 2,791,712.00	\$ 2,253,203.00	\$ (538,509.00)

Account Number	Description	Current Budget	Proposed Budget	Change
59	Storm Drain Fund			
	Expense			
48000	Transfers & Other Uses			
59-61-48000-9110	Due To General Fund (Admn Chrg	\$ 110,062.00	\$ 110,062.00	\$ -
59-61-48000-9154	Due To Fleet Fund	\$ 84,171.00	\$ 84,171.00	\$ -
59-61-48000-9163	Due to UB Internal Service Fnd	\$ 24,936.00	\$ 24,936.00	\$ -
59-61-48000-9164	Due to GIS Internal Service Fd	\$ 55,761.00	\$ 55,761.00	\$ -
48000	Transfers & Other Uses	\$ 274,930.00	\$ 274,930.00	\$ -
59000	Storm Drain Fund			
59-45-59000-1111	Salaries - Full-Time Permanent	\$ 177,307.00	\$ 177,307.00	\$ -
59-45-59000-1112	Salaries - Part-Time Permanent	\$ -	\$ 10,000.00	\$ 10,000.00
59-45-59000-1211	Overtime	\$ 5,000.00	\$ 30,000.00	\$ 25,000.00
59-45-59000-1300	Employee Benefits (401K & 457)	\$ 10,993.00	\$ 15,000.00	\$ 4,007.00
59-45-59000-1321	Clothing Allowance	\$ 1,350.00	\$ 1,350.00	\$ -
59-45-59000-1511	FICA	\$ -	\$ 500.00	\$ 500.00
59-45-59000-1512	Medicare	\$ 2,570.00	\$ 3,100.00	\$ 530.00
59-45-59000-1521	Retirement	\$ 29,229.00	\$ 38,000.00	\$ 8,771.00
59-45-59000-1531	State Insurance Fund	\$ 1,000.00	\$ 1,000.00	\$ -
59-45-59000-1541	Health Insurance	\$ 56,335.00	\$ 50,000.00	\$ (6,335.00)
59-45-59000-1545	Dental Insurance	\$ 4,182.00	\$ 4,182.00	\$ -
59-45-59000-1548	Vision Insurance	\$ 739.00	\$ 739.00	\$ -
59-45-59000-1561	Long Term Disability	\$ 1,123.00	\$ 1,123.00	\$ -
59-45-59000-2121	Dues & Memberships	\$ 6,150.00	\$ 6,150.00	\$ -
59-45-59000-2321	Travel & Training	\$ 5,225.00	\$ 5,225.00	\$ -
59-45-59000-2369	Meetings	\$ 50.00	\$ 50.00	\$ -
59-45-59000-2513	Materials & Supplies	\$ 22,500.00	\$ 22,500.00	\$ -
59-45-59000-2514	Stormdrain Maintenance	\$ 30,000.00	\$ 20,000.00	\$ (10,000.00)
59-45-59000-2520	Public Education & Outreach	\$ 2,500.00	\$ 2,500.00	\$ -
59-45-59000-3111	Utilities	\$ 3,600.00	\$ 3,600.00	\$ -
59-45-59000-4121	Attorney Fees	\$ 1,000.00	\$ 1,000.00	\$ -
59-45-59000-4140	Banking Fees	\$ 3,700.00	\$ 7,200.00	\$ 3,500.00
59-45-59000-4394	Collar Maintenance	\$ 5,000.00	\$ 5,000.00	\$ -
59-45-59000-4531	Professional & Technical Servi	\$ 5,000.00	\$ 5,000.00	\$ -
59-45-59000-4811	Equipment Rental/Lease	\$ 17,500.00	\$ 17,500.00	\$ -
59-45-59000-5999	Depreciation	\$ 470,000.00	\$ 470,000.00	\$ -
59-45-59000-6211	Insurance & Surety Bonds	\$ 8,500.00	\$ 8,500.00	\$ -
59-45-59000-7410	Equipment	\$ 40,000.00	\$ 20,000.00	\$ (20,000.00)
59000	Storm Drain Fund	\$ 910,553.00	\$ 926,526.00	\$ 15,973.00
	Expense	\$ 1,185,483.00	\$ 1,201,456.00	\$ 15,973.00

Account Number	Description	Current Budget	Proposed Budget	Change
62	Cemetery Fund			
	Expense			
62000	Cemetery			
62-49-62000-1111	Salaries - Full-Time Permanent	\$ 4,301.00	\$ 4,301.00	\$ -
62-49-62000-1300	Employee Benefits (401k & 457)	\$ 268.00	\$ 268.00	\$ -
62-49-62000-1512	Medicare	\$ 63.00	\$ 63.00	\$ -
62-49-62000-1521	Retirement	\$ 753.00	\$ 753.00	\$ -
62-49-62000-1541	Health Insurance	\$ 791.00	\$ 791.00	\$ -
62-49-62000-1545	Dental Insurance	\$ 66.00	\$ 66.00	\$ -
62-49-62000-1548	Vision Insurance	\$ 12.00	\$ 12.00	\$ -
62-49-62000-1561	Long Term Disability	\$ 26.00	\$ 26.00	\$ -
62-49-62000-2321	Travel & Training	\$ 1,800.00	\$ 1,800.00	\$ -
62-49-62000-2513	Materials & Supplies	\$ 5,000.00	\$ 5,000.00	\$ -
62-49-62000-4531	Professional & Technical Servi	\$ 11,600.00	\$ 11,600.00	\$ -
62-49-62000-5002	Special Projects	\$ 2,000.00	\$ 2,000.00	\$ -
62-49-62000-5410	Landscape Maintenance	\$ 3,000.00	\$ 3,000.00	\$ -
62000	Cemetery	\$ 29,680.00	\$ 29,680.00	\$ -
	Expense	\$ 29,680.00	\$ 29,680.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
63	Utility Billing Fund			
	Expense			
63000	Utility Billing			
63-43-63000-1111	Salaries - Full-Time Permanent	\$ 77,521.00	\$ 87,521.00	\$ 10,000.00
63-43-63000-1112	Salaries - Part-Time Permanent	\$ 85,823.00	\$ 69,423.00	\$ (16,400.00)
63-43-63000-1211	Overtime	\$ 1,000.00	\$ 1,000.00	\$ -
63-43-63000-1300	Employee Benefits (401K & 457)	\$ 4,807.00	\$ 4,807.00	\$ -
63-43-63000-1321	Clothing Allowance	\$ 500.00	\$ 500.00	\$ -
63-43-63000-1511	FICA	\$ 5,617.00	\$ 5,617.00	\$ -
63-43-63000-1512	Medicare	\$ 2,004.00	\$ 2,004.00	\$ -
63-43-63000-1521	Retirement	\$ 7,752.00	\$ 13,752.00	\$ 6,000.00
63-43-63000-1531	State Insurance Fund	\$ 2,000.00	\$ 2,000.00	\$ -
63-43-63000-1541	Health Insurance	\$ 19,218.00	\$ 19,218.00	\$ -
63-43-63000-1545	Dental Insurance	\$ 810.00	\$ 810.00	\$ -
63-43-63000-1548	Vision Insurance	\$ 156.00	\$ 156.00	\$ -
63-43-63000-1561	Long Term Disability	\$ 622.00	\$ 622.00	\$ -
63-43-63000-2321	Travel & Training	\$ 2,500.00	\$ 2,200.00	\$ (300.00)
63-43-63000-2369	Meetings	\$ 500.00	\$ 500.00	\$ -
63-43-63000-4121	Attorney Fees	\$ 3,000.00	\$ -	\$ (3,000.00)
63-43-63000-4541	Printing & Mailing	\$ 80,000.00	\$ 90,000.00	\$ 10,000.00
63-43-63000-6820	Deployed Military Abatement	\$ 6,600.00	\$ 300.00	\$ (6,300.00)
63000	Utility Billing	\$ 300,430.00	\$ 300,430.00	\$ -
	Expense	\$ 300,430.00	\$ 300,430.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
64	GIS Fund			
	Expense			
64000	GIS			
64-46-64000-1111	Salaries - Full-Time Permanent	\$ 105,780.00	\$ 105,780.00	\$ -
64-46-64000-1112	Salaries - Part-Time Permanent	\$ 34,516.00	\$ 34,516.00	\$ -
64-46-64000-1300	Employee Benefits (401K & 457)	\$ 6,559.00	\$ 6,559.00	\$ -
64-46-64000-1321	Clothing Allowance	\$ 300.00	\$ 300.00	\$ -
64-46-64000-1511	FICA	\$ 2,140.00	\$ 2,140.00	\$ -
64-46-64000-1512	Medicare	\$ 2,035.00	\$ 2,035.00	\$ -
64-46-64000-1521	Retirement	\$ 11,481.00	\$ 11,481.00	\$ -
64-46-64000-1531	State Insurance Fund	\$ 800.00	\$ 800.00	\$ -
64-46-64000-1541	Health Insurance	\$ 36,708.00	\$ 36,708.00	\$ -
64-46-64000-1545	Dental Insurance	\$ 2,895.00	\$ 2,895.00	\$ -
64-46-64000-1548	Vision Insurance	\$ 501.00	\$ 501.00	\$ -
64-46-64000-1561	Long Term Disability	\$ 370.00	\$ 370.00	\$ -
64-46-64000-2321	Travel & Training	\$ 7,900.00	\$ 7,900.00	\$ -
64-46-64000-4211	Network-Data Process Supplies	\$ 38,500.00	\$ 45,000.00	\$ 6,500.00
64-46-64000-4531	Professional & Technical Servi	\$ 149,564.00	\$ 43,064.00	\$ (106,500.00)
64-46-64000-5999	Depreciation	\$ 7,000.00	\$ 7,000.00	\$ -
64000	GIS	\$ 407,049.00	\$ 307,049.00	\$ (100,000.00)
	Expense	\$ 407,049.00	\$ 307,049.00	\$ (100,000.00)

Account Number	Description	Current Budget	Proposed Budget	Change
72	AA 2013-1 Fund			
	Expense			
47172	Debt Service - 2013-1 AA			
72-71-47172-4140	Banking Fees	\$ 1,750.00	\$ 1,750.00	\$ -
72-71-47172-8111	Principal	\$ 130,000.00	\$ 130,000.00	\$ -
72-71-47172-8121	Interest	\$ 20,750.00	\$ 20,750.00	\$ -
72-71-47172-8151	Paying Agent Fee	\$ 5,000.00	\$ 5,000.00	\$ -
72-71-47172-9110	Due To General Fund (Admn Chrg	\$ 5,000.00	\$ 5,000.00	\$ -
47172	Debt Service - 2013-1 AA	\$ 162,500.00	\$ 162,500.00	\$ -
48100	Transfers & Contributions			
48100	Transfers & Contributions	\$ -	\$ -	\$ -
	Expense	\$ 162,500.00	\$ 162,500.00	\$ -

Account Number	Description	Current Budget	Proposed Budget	Change
80	Eagle Mountain RDA			
	Expense			
48000	Transfers & Other Uses			
80-61-48000-9110	Due to General Fund- AdminChrg	\$ 25,278.00	\$ 25,278.00	\$ -
48000	Transfers & Other Uses	\$ 25,278.00	\$ 25,278.00	\$ -
80000	Eagle Mountain RDA			
80-47-80000-6450	Parkside CDA TIF Reimbursement	\$ 19,188.00	\$ 19,188.00	\$ -
80-47-80000-6452	Sweetwater CRA Expenditures	\$ 7,440,667.00	\$ 7,440,667.00	\$ -
80-47-80000-6453	Swtwtr CRA Housing Requirments	\$ 827,296.00	\$ 827,296.00	\$ -
80-47-80000-6454	Pole Canyon CRA	\$ 847,777.00	\$ 847,777.00	\$ -
80-47-80000-6455	Pole Canyon CRA Housing	\$ 96,338.00	\$ 96,338.00	\$ -
80000	Eagle Mountain RDA	\$ 9,231,266.00	\$ 9,231,266.00	\$ -
	Expense	\$ 9,256,544.00	\$ 9,256,544.00	\$ -



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 20, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.		
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch et al & DAI as developer(s) -- with Nate Shipp, David Vitek & Heather Upshaw representing		
GENERAL PLAN DESIGNATION Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial	CURRENT ZONE Residential per adopted 2010 Master Development Agreement	ACREAGE 2,786 per Applicant	COMMUNITY Firefly (formerly "Pole Canyon")

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Planning Manager

RECOMMENDATION:

Staff recommends that the City Council consider approving the proposed applications -- unless Council deems that further deliberation on major, outstanding ARMDA and Community Plan issues/topics is yet required.

BACKGROUND:

On January 19, 2010, a Master Development Agreement (MDA) for the Pole Canyon project became effective. The Agreement memorialized annexation of 2,764.51 acres of land per the legal description associated with the annexation petition. The Agreement further recorded commitments entered into between the City and developer (PCIG) respecting the development and build-out of the Pole Canyon project. Three amendments to the MDA have also been approved since that date.

The project's original Development Agreement with the City contains a "Land Use Element Exhibit 2". It references 18 residential

planning areas or pods (1,984.32 acres), five commercial areas (186.86 acres), and three industrial pods (451.36 acres). Between the residential areas and one of the commercial sections, the total maximum residential unit count approved for development in Pole Canyon tallied 9,659 units -- a number that is still vested.

The 2010 MDA recognized that at least 178 acres of open space would be required in Pole Canyon. One hundred of those acres were assumed to be derived from the donation of the Boy Scouts of America land that is positioned on the northwest corner of the development. Matters addressed by the Agreement and subsequent amendments included, in part, the approval process for build-out of Pole Canyon, infrastructure improvements, a traffic study, existing agricultural uses, etc.

About a year ago, the applicant approached the City with the concept plans for a re-envisioned development. The re-imagined project contemplated revising the existing Master Development Plan and Agreements to substantially improve its design/layout. Per the applicant, the newly imagined development community now called "Firefly" has "a purpose driven mission of creating a community which allows children to maximize their potential while minimizing their use of electronic devices, social media, and gaming." The revision effort has resulted in submittal of an application package [Amended and Re-Stated Master Development Plan and Agreement (ARMDA)] that seeks to replace the previously approved entitlements.

Legal counsel has been analyzing the proposed Firefly applications for a while now. Staff has reviewed the applicants' materials -- as relating mostly to planning and zoning matters -- and provided comments to the City Planning Commission and now presents this summary report to City Council. Generally, Staff supports the general aspects of the proposed changes to the master development plan (shifting of density to the east, focus on outdoor recreation and trail system, regional park, industrial park, and more creative housing and neighborhood designs, etc.).

On January 10, 2023, the Planning Commission heard this matter and tabled the same until the 24th to allow further review time of the application package and report materials. On January 24th, the Planning Commission voted to recommend to the City Council that

the applications be approved with conditions as noted in the Planning Commission Action/Recommendation section hereafter. Refinement to plans and developer's presentation have since ensued; the attached plans are the most current provided by the Applicant/developer(s) team.

April 18th saw another delay as the item was again postponed. Since then, additional work has been done on the ARMDA and master plan with various small group meetings being a part of the work effort.

ITEMS FOR CONSIDERATION:

The January 09, 2010 [original] Development Agreement and three subsequent amendments may be [found here](#) for comparison.

Council, matters that you might wish to review and/or take note of include, but are not limited to, [still] the following:

1. The Applicant already has an existing Development Agreement vested on, or against, the property; and,
2. The property's zoning of "Residential" [no longer "on the books"] will still be assigned to the land even if the Master Development Plan and Agreement Amendment requests are approved. Incidentally, Staff has (as time permits) started procuring examples of planned [unit] development standards that are used when reviewing non-traditional, "cookie cutter" type plan layouts with their, often desired, zoning exception treatments; and,
3. The project contemplates 154.40 acres of commercial land and 494.84 acres of industrial ground. Regarding residential use of the property, the Applicant is entitled to 9,659 residential dwelling units on, or within, the 2,764.51-acre property and is proposing the same be positioned in 13 planning areas yielding a spread average of 3.47 du/a (dwelling units per acre); and,
4. The proposed, Amended Development Agreement acknowledges vested residential density, recognizes that it is a theoretical cap but also precludes losing density via any ordinance or other action implemented, or taken, by the City (e.g., a code change) following the date of its passage; and,

5. The new Community Plan for Firefly contemplates the movement of 1,639 homes from the west side of SR-73 to the east side. The Applicant believes this shift will provide "...a better, and well thought out disbursement of [residential] density...".

6. Housing within the Project envisions a mixture of detached housing, twin-homes, townhomes, condominiums, apartments, shared drive housing and units combined with, or in, some commercial buildings; and,

7. The Applicant is asking for some setback relief (e.g., 5' sides) with some homes. It should be noted that the Applicants intend "on using curvilinear design in many areas which while having a minimum 5' setback, there will often be greater separation between homes. See page 4-09 of [the] community plan." However, the number of homes being proposed to have 5' sides has been reduced in number from what is shown in 4-09 since they made their exception request. For those houses affected, please note that the old (2005) "Residential" Zone (no longer in the City's code) assigned to the property per the original Master Development Agreement recognized four "tiers" of residential development therein -- each with succeeding densities and lot configuration rules. As far as the tiers and their respective single-family detached controls, please note as follows:

Tier I standards were associated with minimum 1/2 acre lots. They mandated that side setbacks be not less than 12' on one side and 18' on the other -- unless approved otherwise by the Planning Director [10% deviation allowed] due to mitigating circumstances (e.g., slope issues, etc.). Minimum required street frontages for building lots containing detached homes was required to be at least 125' unless on a cul-de-sac.

Tier II standards were associated with smaller than 1/2 acre lots (size not defined -- just density per acre allowed). Side setbacks were set at 5' on one side and 10' on the other. Lot frontage was set at 55' unless a property abutted a cul-de-sac.

Tier III standards were silent on minimum lot size and minimum street frontage but allowed even higher densities than Tier II. The minimum side setbacks for building lots was to be the same as Tier II (5'/10'). A minimum building separation standard was also provided.

Tier IV standards followed suit with Tiers II and III allowing yet greater density in a project. No minimum setbacks or frontages were stated (only building separations).

Tier II is the most comparable to what is proposed in the majority of Lower Hidden Valley's neighborhood planning areas for detached housing product construction.

8. Per the proposed, amended Agreement the Applicant (developer) intends to provide 420+ acres of improved open space (mix of parks, trails and open land) within the project. More specifically, the Project is intended to feature (quoting from a statement from the Applicant's team):

"A contiguous trail system [that] will connect the furthest southeast corner of the property to the very northwest corner. Nearly all neighborhoods will have trails [some horse] that will connect to the main trail system providing a truly walkable community."

"Pocket parks in NPAs [neighborhood planning areas] have been combined to provide larger parks which will allow for greater programming and maintenance efficiencies. There may still be some periodic HOA controlled pocket parks."

"Three initially planned parks or amenity areas have a wide range of activities programmed." Examples suggested by the Applicant include: A tournament style multi-sports field, pickleball and basketball courts, a park with skateboard and pump track, traditional playgrounds, climbing walls, NICA high school/mountain bike course, downhill mountain bike facility, amphitheater(s), roadway underpass (SR-73) for safe walking between parks, indoor/outdoor playground with amusement park style play areas (HOA maintained), large-scale splash pad for Firefly residents, hiking trails, mountain bike trails, equestrian trails, community campground open to Firefly and Eagle Mountain City residents (HOA managed), agricultural and equestrian "area" and a 4H/FFA/high school rodeo practice area.

9. If the Amendment package is approved, future subdivision development will be reviewed, as proposed, the processes in City code with some adjustments as per the current Exhibit E rendition provided by the Applicant -- versus a prior version of Exhibit E that was an "on again-off again" proposition; and,

10. The design guidelines for the project's housing are to be adopted by reference in the proposed Amended/Re-Stated Development Agreement and will expectedly appear within CCRs (covenants, conditions and restrictions). The City should cause that any conflicting standards default to City standards -- save single and two-family architectural standards; and,

11. Firefly also will incorporate areas of commercial and light industrial (expectedly not manufacturing or processing businesses however); and,

12. Wayfinding signage is proposed in the development; and,

13. A [new] traffic study and memorandum related to the project has been submitted to the City (see attachments); and,

14. The Applicant intends to use rights-of-way widths/profiles as illustrated in the attached roadway sizing .pdf; and,

15. Staff has not received public comments (either verbal or in writing) respecting this application as far as is known. Any agency, department or other official commentary respecting this application set is hereto attached; and,

16. The Applicant was proposing an expedited review process in the new MDA for those entitlements or subdivisions that come after this approval [after approval of the Amended Plan and Development Agreement]. The current ARMDA still has that exhibit imbedded therein as 'Exhibit E' titled "Development Application and Review Process". However, the document has been edited such that detached single-family and apartment geared plats, plus commercial site plans and vertical mixed-use site plans are still proposed to be reviewed by Staff only. This is at odds, obviously with present code and state code as pertaining to the subdivisions. Staff, in alignment with the Planning Commission therefore recommends that Exhibit E be removed or reworked again.

17. The Applicants' legal counsel has been continually working with the City's attorney in reviewing the ARMDA in detail and making changes. Both a clean and redlined copy of the ARMDA are hereto attached for Council perusal. Issues for future Mayor and Council

consideration outside of zoning matters will include topics related to project utility provision, tax increment financing, and, creation of a public improvement district (PID) proposed by the developers.

18. Paragraph 14 of the ARMDA allows any density displaced by the donation of land for a school, church or governmental structure/site to be recovered elsewhere in the project and apparently leaves open anywhere in the single-family project (vs. the same pod where the density was initially lost) to receive the channeled units. This is clarifying language beyond the original MDA.

The paragraph's language does temper density recovery in the event that land transacted to facilitate introduction of a school, church or governmental structure/site, if sold at less than market value then replacement residential unit count shall be proportionally reduced. The example given in the text uses a 50% valuation number. "[If] property within the Project is sold at 50% of its appraised fair market value for a school, church, or governmental building, such sale shall result in the loss of $3.47 \times 50\% = 1.735$ units/acre of the developed acres." Again, where the loss will affect density (in the same pod or other region) seems unanswered -- at least in that paragraph. (Further commentary is provided in finding # 20 hereafter.)

19. Paragraph 43 of the ARMDA proposes that the City's "vested laws" shall govern in the event of a conflict between said laws and the ARMDA except as specifically modified by the ARMDA. While the ARMDA is a land use contract, conservative rules used by many jurisdictions, in and out of state, would have City laws always take precedence and ARMDA regulations only being able to be more restrictive than those laws.

20. Utility and emergency services are, or expectedly may be made, available to the project. Paragraph 9.10.3 of the proposed ARMDA notes that, "The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses.)...". Further language addresses payment of impact fees. Utility service provision [infrastructure] plans are provided by the Applicant(s) in separate exhibits to the ARMDA. Robust discussion during the Council's May 2nd meeting regarding

[negotiated] provision of 3,000 acre-feet of water to the proposed project suggests that additional discussion regarding that particular needs to happen as part and party to conversation about Firefly's development.

21. A few "Questions and Answers":

Q: What is the effect of any post Jan. 19, 2010, Eagle Mountain City zoning code amendments that affect density?

A: New regulations may not interfere with developer's ability to achieve 9,659 dwelling units per MDA; ARMDA states that current city code applies except as set forth in the ARMDA (this more clearly suggests that Firefly is a planned development styled project with inherent "variances").

Q: Does the MDA allow the developer to place schools and churches within the residential portion of the Project and not lose density to them?

A: The MDA does not require the developer to lose units for the development of non-residential uses (civic, religious, commercial, industrial). Specifically, section 4.3 of the MDA entitles them to develop the "Maximum Residential Units (including the densities identified in the Land Use Element)". Additionally, Section 4.3 also states that any ordinance or City standard adopted after the date of the MDA which limits their ability to develop the vested densities is "Inapplicable". In that sense, they are only required to comply with current standards that do not result in a reduction of their vested density. Section 4.4 also supports the intent that they can develop the densities vested in the Land Use Element. Note, Staff believes that it was not the intent of the original MDA density transfer allowance to let the Applicant "double dip" by selling property for non-residential uses and then still developing out all of the density.

Q: May multiple-family unit buildings be built as a reaction to the shifting of densities within the Project?

A: The MDA is silent on what types and number of units make up the

Maximum Residential Units. As such, the language of 4.3 and 4.4 (which entitle the developer to build the units that are vested in the Land Use Element) expectedly controls. Viewed differently, if the developer was entitled to 1000 units in a Neighborhood Planning Area, they could build any combination of multi-family or single-family to achieve that density. They can obviously build less...but they are entitled to build up to the maximum in any combination needed to make it fit. That said, note that the understood intent of the original MDA and MDP was to build a majority of the residential housing as single-family detached units, with very little multi-family. Such was the impression given by the Applicant/developer(s) during the ~2010 approval process.

Q: As far as building height is concerned, how does the City's currently adopted code regulate or define it?

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

Q: What is the impact of the developer's proposed height definition?

A: It would allow for additional home height potentially higher than 35'; consider that the City's definition caps height at the highest point of a home (e.g., a ridgeline on a gable roofed build) vs. the developer's proposal that the height be figured at a point midway between the highest point [again, for example a ridgeline] and the bottom of the roof system (i.e., eave edge).

Q: Is the 5' side yard setback request still on the table?

A: As of 4/11/2023, the 5' side yard setback request is being scaled back to only apply to certain housing to be explained by the Applicant.

Q: Is a Public Improvement District (PID) an agreeable financing

instrument for use with the Project?

A: There are certainly pros and cons to using a PID, and questions for the Council to consider (what types of improvements to include, what type of notice do buyers/residents receive, will development pay down the PID, etc.). A Cty PID policy would be necessary in order to approve a PID for this development.

Q: Staff interrogatory: By allowing introduction of potential commercial uses in planning areas (NPAs) 9, 10 & 12, without losing residential density [it would be allowed to be displaced and re-distributed, wouldn't that allow "double dipping" by the Applicant?

A: (From Applicant) "It has always been planned that we would have neighborhood commercial within 9 and 12 and that this would be where the "village center" would be located. The density being shown in those NPAs has always contemplated the possible mixed use as well as the MF residential density. We have limited the lack of density loss to NPA 9 and 12 and provided for a formula when commercial is added to other NPAs."

Q: Staff interrogatory: Has Tract talked about removing the data center property from Pole Canyon/Firefly?

A: (From Applicant) "Yes, but it would be at the Master Developers discretion to assure appropriate standards are in place."

Q: Staff interrogatory: Why start [what?] with 0.1-acre districts? [Legal Counsel Opinion Deemed Warranted]

A: (From Applicant) "This simply forms, or establishes, the 10 districts that would be needed over the life of the project. The actual size and final boundaries of each district will expand as needed to account for phasing of the project."

Performance standards ensuring public facilities' compliant provision

Fire Station:

MDA: A requirement for the City and developer to cooperate to provide a place for a fire station was noted in the original MDA.

ARMDA: The ARMDA causes the developer to provide by dedication up to 2 acres to the City for a fire station.

Rodeo Grounds:

MDA: A requirement for the developer to provide 20 acres of improved rodeo grounds (when development buildout threshold met) was noted in the original MDA.

ARMDA: The ARMDA deems the MDA requirement as satisfied vis-à-vis the provision to the City of 100 acres of Boy Scouts of America ground in lieu of the rodeo land.

Q: Should the developer get credit for re-acquiring the BSA property and making the land part of their open space when the property was purportedly supposed to have come back to the City in the first place?

A: The plan with this ARMDA is to improve the BSA property for mountain bike trails, camping, trailhead parking, and other uses. If they received open space credit previously for donating this property to the BSA, it seems logical that improving the open space for active recreation and camping would qualify for open space credit. However, this is ultimately a Council decision.

BSA Land:

MDA: A requirement for the developer to donate land to the City as open space (rodeo arena and interim facility) as part of the First Amendment and in cooperation with the City and the BSA.

ARMDA: The ARMDA contemplates the developer re-taking control of the BSA property, improving it consistent with the Community Plan, and then making all trails and improvements therein public.

Ensuring Improvements are Dedicated and Installed in a Timely Fashion:

MDA: Regarding issuance of building permits (13.1): "No building permit shall be issued by the City for construction in the PCIG [Pole Canyon/Firefly] property, unless PCIG or its successor has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant project or proposed

construction...." Language thereafter addresses monetary securities and dedication/completion of improvements to meet City standards. ARMDA: Clarified and added language above and beyond the MDA's verbiage (11.2.1): The "Master Developer agrees to spend at least the 'PTOS [Parks, Trails and Open Space] Spend' in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only Phase 1 improvements and dedications described in 11.2.1 above [see ARMDA], Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule."

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. Although it is to be replaced in its entirety, the [originally] approved Pole Canyon Master Development Agreement and associated Amendments should also be consulted and considered when reviewing this application. Master Development Plan and [Master] Development Agreement Amendment requests require legislative-based decisioning on the part of Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning and Zoning Commission during their regularly scheduled public hearing of January 24 2023, voted to forward a favorable recommendation of the proposed Master Development Plan and Amended and Re-Styled Master Development Agreement Amendments to the City Council. In so doing, the Commission, however, did recommend:

1. That none of the Applicant's requested exemptions from required City setback residential standards be approved. That is, the setbacks, frontages [of residential lots], and road widths [proposed for use in Firefly] shall conform to City code.
2. That Exhibit E [City processing of subsequent Firefly applications]

not be a part of the ARMDA.

3. The Council cause that any conflict(s) between City code and the proposed ARMDA require the City's code to prevail.

ATTACHMENTS:

[ORD--Pole Canyon MDP Amendment #1 \(Firefly\)](#)

[Summary of Updates to Firefly as of 06.13.23](#)

[Pole Canyon vs Firefly](#)

[ARMDA \(2023-06-13\)](#)

[ARMDA Redlines \(2023-06-13\)](#)

[Technical Guidelines](#)

[Land Use Master Plan](#)

[Community Plan](#)

[Exhibit I to ARMDA -- Parks Plans \(A, C and White Hills\)](#)

[Exhibit L to ARMDA - Data Center Overlay Zone](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE POLE CANYON MASTER
DEVELOPMENT PLAN, NOW KNOWN AS FIREFLY**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Pole Canyon Master Development Plan, now known as Firefly, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Pole Canyon Master Development Plan, now known as Firefly, as set forth in Exhibit A.
2. The First Amendment to the Pole Canyon Master Development Plan, now known as Firefly is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 20th day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Summary of Updates

COMMUNITY PLAN

- » Decrease in overall number of units by 869 (9,659 to 8,790) (Page 2-01)
- » Modified boundaries and unit count of Neighborhood Planning Areas (NPAs) (Page 2-01)
- » Minimum of 356 acres of open space (double of open space required in existing MDA) (Page 3-01)
- » Added commitment to upgrade White Hills Park in Phase 1 of project (Page 3-06)
- » Total Parks, Trails, and Open Space spend of \$79,110,000 (2.4 times greater than city standard level of approximately \$32.4M) (Page 3-06)
- » Removed Shared Drive lots from plan (Page 4-02)
- » Limit homesites with 5'/5' setbacks to a total of 900 units (Page 4-03)
- » Maximum number of apartment/condominium per building 48 units (Page 4-10)
- » Maximum multi-family building height of 55' and four stories (Page 4-10)
- » Neighborhood commercial permitted in NPAs 9 & 12, conditional use in all other NPAs (Page 5-11)
- » Data center use permitted in CPA 3 (Page 5-11)

ARMDA

- » Reduction of 869 units (Section 1.2.33, Page 5)
- » Commercial as a permitted use in NPA 9 & 12 with no loss of units. Commercial in other NPAs processed as a conditional use with loss of 4.1 units/acre for everything but vertical mixed use (Section 4.3.2, Page 8)
- » Requirement that developer move forward with reasonable diligence or risk default (Section 4.4, Page 8)
- » Future property acquired by Master Developer may be added to ARMDA as Industrial or Commercial only. Need to come back to Council in order to add residential uses. (Section 4.11, Page 14)
- » Data Center Property may withdraw from ARMDA if the owner enters into a new development agreement with the City. (Section 4.12, Page 15)
- » Term of agreement is 25 years with the first period being until 12/31/2033; second period until 12/31/2043; and third period until 12/31/2048. If Master Developer is in default at the end of any of those periods, then the ARMDA terminates. (Section 6, Page 17)
- » Master Developer will utilize secondary water for irrigation in Community Parks. (Section 9.6, Page 18)
- » Master Developer will sell a 10-acre site within the Project to the City that the City can use to satisfy its obligation to the Alpine School District. (Section 13, Page 22)
- » City and Master Developer will meet at a special work session every two years to review the progress of the project and to discuss any changes that either side feels should be considered for an amendment to the ARMDA. (Section 24, Page 29)



FINANCING MECHANISM

- » City approves creation of 10 independent districts that are authorized to fund public infrastructure within the project.
- » The 10 districts are initially very small (0.10 acres) but can expand their boundaries to account for phasing within the project.
- » The bond proceeds generated by the districts would finance public infrastructure (roads, sewer, storm water, culinary/secondary water, parks). All public infrastructure will be built according to City standards and dedicated to the City or another public entity.
- » Districts would be organized to repay bonds in a manner that limits the amount left on the homeowner to a maximum of \$65 per month (\$780 per year). Master Developer is responsible for paying off the balance of the debt.

Firefly Community Plan

Summary of Changes as of April 4, 2023

Updating Land Use Master Plan – Page 2-01

- To modify densities and boundaries of Neighborhood Planning Areas (NPAs)

Updating Parks, Trails & Open Space (PTOS) Exhibit – Page 3-09

- To align with updated Land Use Master Plan

Updated Community Park – Page 3-14

- Adjusted the layout of the pickleball courts for future expansion
- Refined skateboard and pump track park
- Added outdoor climbing wall complex

Updated Regional Park Map – Page 3-18

- Updated high school rodeo, FFA/4-H grounds to accommodate high school rodeo competitions
- Modifying design of mountain bike course to accommodate national interscholastic cycling association (NICA) regional events

Updated overall Parks, Trails & Open Space (PTOS) spending schedule milestones from Certificate of Occupancy to Building Permits – Page 3-23

Added note indicating actual PTOS spend represents \$9,000 per unit – Page 3-23

Added general dimensions to Entrance Gateway – Page 3-24

Added Data Center Use/Definition – Page 5-05

Firefly Community

Category	MDA	ARMDA	Variance	Intent
Project Acres (Approximate)	2623	2789	+166	Added in East Side IPAs
Project RDUs	9659	9659	No Change	
West Side RDUs	4815	3176	-1639	Open area to more SFD Lots
East Side RDUs	4844	6483	+1639	Shift MF Density to furthest East edge near IPAs / CPAs
Total Open Space Required / Planned	217ac	420+ac	+203ac	Contiguous PTOS Connecting Neighborhoods
City Infrastructure				
Incorporating EMC Needed				
2M Gal. Water Storage	N/A	Yes		City-Wide Use
10 Acre School Site Contribution	N/A	Yes		City-Wide Use
Master Planned Community	N/A	Yes		Provides community with continuity of design of PTOS, 24 distinctive homestyle offerings and neighborhood Connectivity.
130ac dedicated to Horse lots	N/A	Yes		Each lot designed and developed specifically for horse boarding and training. Horse trails behind each lot to be connected to community horse trails as well as future BLM trails.
Fulltime Firefly Program Director	N/A	Yes		Creates programs that replaces kids time on electronic devices, through sports, arts, and exploration.
Parks Trails Open Space Spend	\$35.6M	\$87M	+\$51.4M	Wide Ranging Destination Oriented Parks for Region
FFA / 4H program Area	N/A	Added		Regional Use
Highschool Rodeo Grounds	Satisfied	Added		Regional Use

Downhill Mountain Bike Park	N/A	Added	Regional Use
NICA Mountain Bike Course	N/A	Added	Regional Use
BLM Horse Trails	N/A	Added	Regional Use
Community Horse Trails	Yes	Yes	Public Use
Horse Riding Trailheads	N/A	Added	Regional Use
ATV Trailhead	N/A	Added	Regional Use
Tournament Soccer Complex	N/A	Added	Regional Use
Tournament Pickleball Complex	N/A	Added	Regional Use
State of Art Skate Park	N/A	Added	Regional Use
Bicycle Pump Track	N/A	Added	Regional Use
Basketball Courts	Yes	Yes	Public Use
Outdoor Climbing Complex	N/A	Added	Regional Use
Campground	N/A	Added	Firefly / EMC / Regional Use
Archery / Axe Throwing facility	N/A	Added	Public Use
Contiguous Multiuse Trails from			
S.E. Corner to N.W. Corner	Yes	Added	Public
Indoor / Outdoor Playground	N/A	Added	HOA for Firefly Residents
Splash Pad Complex	N/A	Added	HOA for Firefly Residents
Large Community Building	N/A	Added	HOA for Firefly Residents
U8 Soccer Fields	N/A	Added	Public
Pedestrian Underpasses			
Hwy 73			
(Pending UDOT App.)	N/A	Added	Public Use – Public Safety
Firefly Lane Underpass	N/A	Added	Public Use – Public Safety

Firefly Modifications	MDA	ARMDA	Variance	Intent
Setbacks	Code	Modified	CP pg. 4-02 & 4-10	Designed to move land to PTOS
Lot Frontage	Code	Modified	CP pg. 4-02	Designed to move land to PTOS
Building Height	Code	Modified	CP pg. 4-02 & 4-10	Allows for 3 story with varying roof pitches.
Entry Monumentation/Signs	Code	Modified	CP pg. 3-24	To improve communication within Master Planned Community.
Multifamily Parking Standards	Code	Modified	CP pg. 4-11	Raised to above EMC standard 2.33(EMC) / 2.5 – 3.5(ARMDA)
Curvilinear/Coving Design	N/A	Added	CP pg. 4-09	Allows for less grid pattern roadway designs, varying lot sizes Per Street.
Landscaping Standards	Code	Modified	CP pg. 3-05	Implements Water-Wise landscaping throughout PTOS and homesites substantially reducing water consumption.
Street Right-of-Way	Code	Modified	CP pg. 6-03	Reduces impervious surface area, directs more land to open space, slows neighborhood traffic and implements on-street parking in areas of high demand.
Apartments/Condos	Code	Modified	CP pg. 4-10	Adds units per building to reduce number of individual buildings and uses less land mass.
Driveway Lengths	Code	Modified	CP pg. 4-10	Rear load townhomes at 5' with overall parking per 2 – 3 bedroom townhomes to be 2.5 – 3.5 parking spaces per unit.

TOPIC	MDA	ARMDA	DEVIATION	INTENT
Density Transfer	Up to 20% transfer between NPAs (in most NPA areas)	Removes approximately 1600 units from west of Highway 73 and places them on the east. Up to 20% transfer between NPAs	With the shift of approximately 1600 units from the west to the east, the density shift of 20% between NPAs substantially reduces the number of units that may be in the west side NPAs.	Place higher density nearer industrial commercial areas and thereby reduce density in the west boundary of the project.
Term of Agreement	Original Length: 29 years (or until 12/31/2039)	Initially until 12/31/2030 If not in default: then until 12/31/2040 If not in default: then until 12/31/2050 If not in default: then until 12/31/2060	Additional 21 years from original termination of 2039.	To allow developer sufficient time to build out planned open space in an orderly and balanced manner as residential development occurs.
Open Space and Trails Requirements	Approximately 127 in parks, trails, and other open space (after dedication of 100 acres of Boy Scout Land). Improvements to City's current level of service in PTOS IFFP/IFA. No timing requirements of public open space dedications (other than as NPAs are planned).	Approximately 420 acres of open space (including improvements to Boy Scout Land) at a committed improvement and dedication value of at least \$9,000 per unit. Phased to provide substantial improvements to PTOS upon certain issuance of building permits.	\$50,000,000+ in public open space improvements provided by developer at no cost to City or existing residents.	Provide PTOS beyond the minimum level of service required by the City. Phase PTOS in a manner that provides actual benefit to initial phases of development and the City as a whole. Create regional amenities (soccer parks, tournament pickle ball, bike trails) that have a draw to all residents and users from outside Eagle Mountain.
Financing Public Infrastructure	City to update master plans and incorporate public infrastructure into those plans and thereafter comply with Impact Fee act with regard to reimbursements for system improvements and upsizing. City to consider adopting special assessment areas to help in financing public infrastructure	City to adopt public infrastructure districts to pay for public infrastructure within the Firefly. No impact fees (other than sewer and public safety) will be paid to the City.	No increases to City impact fees for transportation, water, storm drain, or parks because those systems will be addressed entirely by the PID or developer's contributions and all impacts will be mitigated within the project and will not extend to the City's larger systems.	Contain the costs of developing Firefly within the project and not shift the burden (to any degree) to the existing residents or future residents outside of Firefly.
Water	City and Developer to work together with the appropriate agencies to acquire water for the project	City and Developer have entered into a water purchase agreement. City to acquire additional water from Central Utah Water for project. Developer to donate well to City upon City's acquisition of additional water for the project.	ARMDA formalizes and recognizes that the City and Developer have entered into an agreement to satisfy this obligation.	Clarify the sources of water for the project and set forth costs and timelines upon which those sources of water will be provided.
Applicability of Existing Code	Developer to comply with existing city code except to the extent that such regulations limit developer's ability to build out the approved units	Current city code applies except as set forth in the ARMDA (including the standards of the Community Plan, technical guidelines, and other exhibits)	Adoption of current standards (which include the existing City code and the standards of the ARMDA).	Provide clarity to the City and Developer regarding what standards actually apply. No questioning (by either side) about whether a standard restricts Developer's rights to develop the vested densities set forth in the MDA.
Future Property	Silent on how additional property may be added to the MDA	If Owner or Master Developer acquire additional property that is contiguous with Firefly, the additional property may be added to the ARMDA at a density that is consistent with the existing residential density of the project.	Allows for the same restrictions/conditions on development for new property acquired by Master Developer or Owner	There is existing property that is not within the City boundaries that is owned by Master Developer and which would be best incorporated into the project. Allows for this to occur without substantial burden to City or Developer.
Boy Scout Property	Original MDA required Developer to donate land to City as open space (in the form of rodeo arena and interim facility). As part of the first amendment, and in cooperation with the City and BSA,	Developer to re-take control of BSA property, improve it consistent with the Community Plan, and then make all trails and improvements public.	Under the current MDA, the PTOS requirement is reduced by 100 acres in recognition of the BSA donation. Developer is willing to provide additional improvements to BSA land (beyond what would otherwise be required) and then make the improvements public.	Increase regional draw to Eagle Mountain by providing NICA approved bike trails along with other publicly available amenities that exceed the City's level of service for PTOS.

	Developer donated 100 acres to BSA and donated \$90,000 to City for rodeo bleachers.			
Commercial Planning Areas	Exhibit 2 to the MDA specifies where Commercial Areas will be located	Commercial Planning Areas 2 and 3 may be relocated if the replacement is 90% as large as the original area being replaced and the same uses are in the replacement area.	Allows for the movement of certain commercial uses in the project.	Provide Developer flexibility in planning for commercial uses as the project builds out and roadways/highways are located so as to position commercial uses in areas that are economically viable and of highest economic benefit to the City (in terms of maximizing sales taxes and property tax values)
School Site	No provisions regarding donation of School Site	Developer donating 10 acre school site to satisfy City's obligation to Alpine School District.	No such provision exists in the MDA and there are no other agreements formalizing any requirement that Developer donate 10 acres to city.	Satisfy the City's obligation to Alpine School district regarding the donation of 10 acres. Opens up additional opportunities to work with School District on tax incentives for future industrial/commercial users within Firefly.

ORIGINAL MDA			ARMDA		
§	Header	Application of Section	§	Header	Comparison
1	Conditions to Obligations				
1.1	Annexation	Annexation to occur as condition precedent to MDA obligations/rights.	Not Needed. Annexation Complete		
1.2	Zoning	Upon annexation, zoning to be consistent with Exhibit 2 of the MDA	Not Needed. Zoning Established And Readdressed In Community Plan		
2	Pole Canyon Investment Group Representative.	This section serves as PCIG’s affidavit authorizing OWR to entitle the project.	3	Authority of Owners Representative to Bind Owners	Substantially similar to MDA.
			36	Appointment of Representatives	
3	Development of the Project	Development to comply with City’s Code unless the Code impacts the densities/uses/intensities set forth in the MDA.	4	Development of the Project	Details the standards by which the project will submit applications, pay fees, conduct reviews, and grant approvals.
4	Planning Areas; MDP				
4.1	Planning Areas Generally	Different Planning Areas generally defined; development to comply with densities/uses/etc of each specific planning area as set forth in the development standards for each area.	Community Plan		
4.2	Phasing	Project may develop in logical phases as determined by developer and according to infrastructure needs	4.10	Phasing	Substantially similar to MDA; Defines where phase 1 development will occur
4.2.1	Arterial Road Corridor	PC Blvd. to be constructed in accordance when traffic volumes reach certain levels as identified in TIS.	Not Needed. Pole Canyon Blvd Is Constructed		
4.3	Project Maximum Density	Developer entitled to develop the maximum residential units as set forth in the Land Use Plan (Exhibit 2).	4.3	Maximum RDUs	Same number of units, better mix of types, and clearer design standards.
4.3.1	Density Transfer	Density transfers permitted as set forth in Exhibit 4	Community Plan (p. 2-01) describes density within each NPA Up to 20% transfer between pods.		
4.4	Uses and Densities	Densities and intended uses are vested as shown in Exhibit 2	4.2	Land Uses within the Project, Configuration	Master Plan depicts uses and intensities and other aspects of the Project.
4.5	Accounting for Density for Parcels Developed by PCIG	Development of any PCIG requires development report to be submitted to City showing density used and density remaining within the Planning Area	4.7	Accounting for RDUs for Developments by Master Developer	Substantially Similar to MDA; Section 4.8 Development Report
4.6	Accounting for Density for Parcels Sold to Subdevelopers	When Developer sells parcels to a subdeveloper, Developer to submits a development report of the density sold, the amount remaining in the planning area, and any other uses sold.	4.9	Accounting for RDUs and/or other type of Intended Uses for Parcels Sold to Subdevelopers	Substantially similar to MDA
4.6.1	Return of Unused Density	If a Subdeveloper does not use all purchased density, the unused units may transfer back to Developer who can then use the units in the Planning Area.	4.9.1	Return of Unused RDUs	Substantially similar to MDA
5	Zoning and Vested Rights		5	Zoning and Vested Rights	
5.1	Vested Rights Granted by Approval of this Agreement	Establishment of Developer’s vested rights under the MDA	5.1	Vested Rights Granted by Approval of this ARMDA	Substantially similar to MDA
5.2	Term of Agreement	Initial Term: 12/31/2019; Extension if not in default: 12/31/2029; Second Extension to 12/31/2039	6	Term of Agreement	- Initially until 12/31/2030 - If not in default: then until 12/31/2040 - If not in default: then until 12/31/2050 - If not in default: then until 12/31/2060 - Terminates automatically at buildout
6	Approval Process for Development Applications		4.5	Required Process	
6.1	Processing under City’s Code	Approval process to comply with MDA, MDP, and City’s Code. If application complies with MDA, City must approve.	4.1	Compliance with this ARMDA	Condensed version in the ARMDA.
6.2	City’s Cooperation in Processing Development Applications	City shall cooperate in promptly and fairly processing Development Applications	4.5.6	City Cooperation and Approval	Substantially similar to MDA
6.4	Independent Technical Analyses for Development Applications	Applicant to pay for technical analyses beyond the city’s ability to process.	4.5.9	Independent Technical Analyses for Development Applications	Substantially similar to MDA
6.5	City’s Denial of Development Applications	City to detail in writing why any application is not consistent with the MDA	4.5.11	City Denial of a Development Application	Substantially similar to MDA
6.6	Meet and Confer regarding Development Application Denials	City and applicant to meet and confer if an application is denied by City.	4.5.12	Dispute Resolution	Denial of application subject to dispute resolution provisions of the ARMDA
6.7	City Denials of Development Applications Based on Denials from Non-City Agencies	Applicant may appeal city’s denial of an application that is denied due to non-City agencies’ decisions.	20		
			4.5.13	City Denials of Development Applications Based on Denials from Non-City Agencies	Substantially similar to MDA
7	[OMITTED]				
8	Open Space and Trails Requirements	Developer to dedicate open space to City consistent with Exhibit 8 and other applicable provisions/exhibits.	11	Parks, Trails, and Open Space	ARMDA provision states that PTOS shall comply with the PTOS plan in the Community Plan. MDA provision off-loaded to Community Plan. See Community Plan starting at p. 3-01
8.1	Regional Parks	City and Developer to cooperate in locating regional parks. City to provide credits/reimbursements for land donated for such purposes.	-	-	See Open Space Plan of Community Plan starting at p. 3-01. Developer providing more specificity regarding location of all types of parks within the NPAs.
8.1.1	Lagoon Property	City to sell Lagoon Property to OWR (which may be used as a regional park).	Property Purchased By Developer. Obligation Satisfied		
8.2	Rodeo Grounds	Developer to dedicate 20 acres for a public rodeo grounds and improve (when thresholds are met). City to maintain after dedication.	Obligation Satisfied (BSA Contribution In Lieu Of Rodeo Grounds)		
8.3	Interim Equestrian Facility	Developer to construct temporary equestrian facilities by 5/1/2010.	Obligation Satisfied (See First Amendment)		
8.4	Creation of Open Space and/or Trails	Open space to be contiguous and based upon factors in the following sections: - 8.4.1: amounts and types of OS proposed in the application and OS previously developed. - 8.4.2: OS remaining to be designated and/or constructed pursuant to the MDA/MDP - 8.4.3: The amount and nature of the land and the types of land uses proposed based upon a non-residential development application	SEE OPEN SPACE PLAN OF COMMUNITY PLAN STARTING AT P. 3-01. DEVELOPER PROVIDING GREATER DETAIL ON LOCATION/SIZE OF OPEN SPACE AS WELL AS PRIVATE/PUBLIC NATURE OF OS.		
8.5	Public Access to Open Space/Trails	If OS/Trails not owned maintained by an HOA, then the public shall have access and should be dedicated to the City or some other entity.			
8.6	Accounting for OS for Parcels Developed by PCIG	At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.			
8.7	Accounting for OS for Parcels Sold to Subdevelopers	At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.			
8.7.1	Credit for Additional Open Space	Any oversized OS shall be credited toward the OS requirements for the Planning Area. Open Space Report to be filed with oversizing of OS.			
8.8	Notice to City	Applicant to provide notice (separate to Application) notifying City of its intent to dedicate OS (if any) associated with the application.			
8.9	Dedication of OS/Trails	Dedication to be by plat recordation or deed.			
8.10	Maintenance of OS/Trails	City to be responsible for OS dedicated to City; otherwise, private entity to maintain.			
8.11	Tax Benefits	City acknowledges that Developer may seek tax benefits by dedicating OS.	8	Tax Benefits	Substantially similar to MDA
9	Infrastructure and Improvements		9	Public Infrastructure	
9.1	Design and Construction of Public Infrastructure and Improvements	City and Developer to work cooperatively to design and construct the infrastructure for the project as generally established in the Infrastructure Plan.	9.1-9.5	-	Developer has the right and obligation to construct public infrastructure (as detailed in the CP and exhibits).
9.2	No Additional Off-Site Infrastructure Requirements	City will not require any off-site infrastructure improvements of Developer	9.10	No off-project Impacts	Substantially similar to MDA
9.3	Pole Canyon Local District	Mutual acknowledgement of existing local area district and the district’s role in financing/dedicating the public infrastructure for the project. LAD agreement attached as Exhibit 11	9.7	Public Infrastructure Financing	- PIDs, the modern LAD, have been adopted by the City.
			9.9	Local District	- Local District to be continued without modification.

9.4	Special Assessment Area	Contemplated that City may adopt SAA's to assist in providing financing for the construction and/or acquisition of public infrastructure improvements	No Longer Needed; TIF in place		
9.4.1	Establishment by City of SAAs for Certain Improvements	City to cooperate in good faith in establishing SAAs to finance infrastructure	No Longer Needed, TIF in place		
9.4.2	Fire Station	Parties to cooperate in locating a fire station for the City (and at no cost to City).	15	Fire Station	Master Developer will dedicate up to 2 acres at request of City
9.4.3	White Hills Park	Phase one of WH Park to be completed within one year of the MDA being executed. Improvements to be financed by the LAD. Completed park to be dedicated to City.	Completed. Obligation Fulfilled And Acknowledged In Second Amendment		
9.5	Community Development Area / Economic Development Area	Parties to work together to create CDA/EDA	9.8	TIF	City to commit 75% of tax as incentive in the Project. TIF Criteria in section 9.8.1
9.6	Capital Facilities Plan and Impact Fees				
9.6.1	Preparation and Adoption of Capital Facilities Plan and Impact Fees	City to immediately initiate amendments to CFP to acknowledge public infrastructure in the project. Accordingly, IFPP/IFA to be updated and credits to be awarded to developer, if applicable.	9.11.1	Preparation and Adoption of Capital Facilities Plan and Impact Fees	Same as MDA
9.7	Construction Prior to Completion of Infrastructure	Developer may obtain a building permit and temporary C/O for model homes, sales offices prior to public infrastructure being completed. - 9.7.1: No permanent C/O for these uses.	4.5.14	Construction Prior to Completion of Infrastructure	Substantially similar to MDA
10	Cable TV/Fiber Optic Service.	Subject to an applicable franchise agreement, Developer may install conduit for telecommunication services.	16	Cable TV/Fiber Optic Service	Substantially similar to MDA
11	Enforcement of Technical Guidelines and CC&Rs	DRC and HOA responsible for implementation, enforcement, and amendment of the Technical Guidelines and CC&Rs.	See 4-01 of Community Plan. ARC to enforce development standards.		
12	Payment of Fees				
12.1	General Requirement of Payment of Fees	Developer/Subdevelopers to pay all City fees in amounts and times specified in City Code.	4.5.4	Fees	Substantially similar to MDA
12.2	Infrastructure built by Developer	Developer may construct system improvements and City shall comply with Utah Impact Fee Law regarding credits/reimbursements.	9.11.4	Construction Alternative	City will not charge impact fees for system improvements constructed by Developer
12.3	Reimbursement for "Upsizing"	City won't require upsizing without financial arrangements being made for reimbursement/compensation.	10.1	Upsizing	Substantially similar to MDA
13	Permits; Security for Improvements				
13.1	Building Permits	No permits issued until infrastructure is completed. Grading permits may be issued upon approval of a Site Plan.	4.5.2	Building Permits	Substantially similar to MDA
13.2	City and Other Governmental Agency Permits	Developer to acquire all necessary permits (including from non-City agencies) before commencing work on the project.	4.5.3	City and Other Governmental Agency Permits	Substantially similar to MDA
13.3	Security for Public Improvements	Standard warranty provisions	9.1.1	Bonding	Bonding to comply with City's Vested Laws and LUDMA
13.4	Separate Security for Landscaping	Landscaping elements that are weather dependent shall have security provided as required by the City's Code.	9.1.2	Bonding for Landscaping	Master Developer to bond for landscaping improvements that are weather/water dependent
14	Dedication of Public Improvements	City to accept public infrastructure that is constructed to city's standards and for which all taxes are paid.	9.2	Dedication of Public Improvements	Substantially similar to MDA
15	City's Obligations	City will provide standard municipal services to the Project.	18	Provision of Municipal Services	Substantially similar to MDA
16	Water				
16.1	Generally	Water related matters addressed in the Infrastructure Plan. Property to be developed in accordance with and subject to the water right requirements of the City at time of development application.	Off-loaded to Water Agreement (regarding source) (See also Exhibit F "Culinary Water System Plan" for Project requirements)		
16.2	Transfer of Water Rights, Water Sources, Water Storage, and Water Distribution Systems	Parties working together, and with other agencies, to acquire water and transfer appropriate water for the project.			
16.3	Additional Water Tank Property	If needed, City will initiate purchase of BLM land for water tanks/lines.	No longer needed. Addressed in Water Agreement and Exhibit F		
17	Rocky Mountain Power	City to purchase power assets and other items necessary to provide power to the Project.	Resolved With Sale of Eagle Mountain Power To RMP		
18	Additional Easements	Developer to use best efforts to secure easements on adjacent property. If unable, City may use eminent domain power.	12	Additional Easements	Substantially similar to MDA
19	Agricultural and Agricultural Related Used of Master Planned Area		38	Agricultural and Related Uses of Property	
19.1	Generally	Existing agricultural uses may continue but shall not expand unless consistent with the MDA and	38.1	Generally	Substantially similar to MDA
19.2	Agricultural Use Prior to Development	Until development occurs, Developer and/or assigns may use the property for agricultural purposes.	38.2	Agricultural Use Prior to Development	Substantially similar to MDA
20	On-site processing of Natural Materials	Developer may process on-site materials for development purposes.	17	On-Site Processing of Natural Materials	Substantially similar to MDA
21	Future Property which may be included in this Agreement				
21.1	Future Property within the Master Planned Area	If Developer acquires property in the Master Planned Area, then the property can be added to the MDA and developed at the density and uses of the adjoining areas.	4.11	Future Property	If Owners acquire any additional property, then such future property shall be included in the ARMDA.
21.2	Future Property not within the Master Planned Area	If Developer acquires property NOT in the Master Planned Area, the City may approve the recordation of this MDA against the property if appropriate.	4.11.1	BSA Property	Master Developer will develop BSA property when it is deeded back to Master Developer
22	Special Conditions				
22.1	WHSSD Agreement	The Agreement between the City and WHSSD, and the completion of the transfers contemplated therein, are a condition precedent to the City providing services to the property.	See Exhibit F for applicable provisions		
22.2	WHWC Transition Agreement	This Agreement, along with the obligations and transfers contemplated therein, is a condition precedent to the City providing water services to the Property.	42.1	Preservation of WHWC	The WHWC Agreement (as amended) is still in effect.
22.3	Local District Agreement	Local District Agreement contemplates that the City and Developer (along with the District) will cooperate in establishing a financing plan for the project.	9.7	Public Infrastructure Financing	City has adopted PIDs to help pay for public infrastructure. The LAD remains in effect. (see Section 9.9)
23	Default		19	Default	
23.1	Notice	If one of the parties defaults, the non-defaulting party shall provide notice.	19.1	Notice	Substantially similar to MDA
23.2	Contents of Notice of Default	Notice of default to include: - Specify the claimed event of default - Identify the particular rule, regulation, provisions, etc. that is in default. - Identify the materiality of the default - Propose time for curing the default	19.2	Contents of the Notice of Default	Substantially similar to MDA
23.3	Remedies	If the parties can resolve their default through negotiation or mediation, then they shall have the following remedies - Right/remedies in law/equity, including specific performance, damages - Right to draw on any security posted related to default - Right to withhold future reviews/approvals	19.3	Remedies	Substantially similar to MDA
23.4	Notice and Public Meeting	Defaulting party shall have the right to address the Council in a public meeting regarding the Default	19.4	Public Meeting	Substantially similar to MDA
23.5	Emergency Defaults	If a default impairs a compelling, countervailing public interest, then the City may impose an emergency default.	19.5	Emergency Defaults	Substantially similar to MDA
23.6	Extended Cure Period	If a party is pursuing a cure, not limited to 60-day cure period	19.6	Extended Cure Period	Substantially similar to MDA
24	Amendment	Any amendments to the MDA to be in writing, signed by both parties.	23	Amendment	Substantially similar to MDA
25	Assignability	Developer to notify City of any future assignments	29	Assignability	Substantially similar to MDA with addition of the following: - 29.1 Sale of Lots - 29.2 Related Entity - 29.3 Notice - 29.4 Time for Objection - 29.5 Partial Assignment - 29.6 Denial - 29.7 Dispute Resolution - 29.8 Assignees Bound by ARMDA
26	Miscellaneous				
26.1	Incorporation of Recitals, Exhibits	Recitals and Exhibits are incorporated into the MDA	1.1	Incorporation	Substantially similar to MDA

26.2	Binding Effect	Short form notice to be recorded against the property, and to be binding, and to run with the land.	30 44	Binding Effect	Substantially similar to MDA (ARMDA missing short form notice of agreement)
26.3	Notices	Notices are deemed sent within three days of being sent by US Mail	21	Notices	Substantially similar to MDA
26.4	Headings	Headings are for convenience only	27	Headings	Substantially similar to MDA
26.5	Integration	This is the entire agreement between the parties.	42	Entire Agreement	Substantially similar to MDA
26.6	Severability	Any provision of the MDA that is unenforceable is severable from the remainder of the agreement and/or enforceable to the extent permitted by law.	33	Severability	Substantially similar to MDA
26.7	Waiver	A waiver not to be construed as a continuing waiver or consent of future breach	31	No Waiver	Substantially similar to MDA
26.8	Governing Law	Utah law applicable to the MDA	40	Applicable Law	Substantially similar to MDA
26.9	Costs of Enforcement	Enforcing party entitled to reasonable enforcement costs (including attorneys' fees)	26	Attorney's Fees	Substantially similar to MDA
26.10	Further Documentation	Parties will work together, in good faith, on future agreements that will help carry out the provisions of the MDA	32	Further Documentation	Substantially similar to MDA
26.11	Estoppel Certificate	City to deliver estoppel certificate to Developer upon 20 days' previous request	25	Estoppel Certificate	Substantially similar to MDA
26.12	No Joint Venture	No JV between City and Developer	28	No Third-Party Rights / No Joint Venture	Substantially similar to MDA
26.13	Mutual Drafting	The Parties participated mutually in the drafting of the Agreement and it shall not be construed for or against either party.	39	Mutual Drafting	Substantially similar to MDA
26.14	Authority	City and Developer acknowledge that they each have authority to enter into and execute the MDA	45	Authority	Substantially similar to MDA
-	-	-	2	Effect of ARMDA	MDA is novated and superseded by the ARMDA
-	-	-	4.4	Master Developers' Discretion	Master Developer has discretion to develop the project and which parts/phases to construct (if any)
			4.5.1	Approval Required Before Development	Master Developer must obtain City approval before moving forward with any Development activity
-	-	-	4.5.5	Process	Establishes the appropriate review bodies for different Development Applications
-	-	-	4.5.7	Outsourcing of Process of Development Applications	- Timing - Cost Estimate - Compliance with applicable code - Final Payment - Acceptance of Outsourced Work
-	-	-	4.5.8	Acceptance of Certifications Required for Development Applications	Applications that require professional licensure shall be so signed, endorsed, certified, etc.
-	-	-	4.5.10	Intent of One-Time Review	City should attempt to conduct all redlines/comments at the time of the first review.
-	-	-	4.5.15	Outsourcing of Inspections	- Timing - Election/Cost Estimate - Compliance with applicable codes - Final Payment - Acceptance of Outsourced Work
-	-	-	4.6	Parcel Sales	Master Developer can sell off parcels that don't create any individual developable lots.
-	-	-	4.10.1	Phase 1	Establishes where the first phase of development should occur.
-	-	-	4.12	Special Provision Regarding CPAs 2 & 3	Flexibility in locating CPA's 2 & 3 depending upon certain criteria
-	-	-	4.13	Special Provision Regarding Data Centers	Data Centers shall be developed according to the Overlay Zone standards of Exhibit L.
-	-	-	5.2	Exceptions (to vested rights)	- Master Developer Agreement - State and Federal Compliance - Codes - Taxes - Fees - Compelling, countervailing public interest
-	-	-	5.3	Reserved Legislative Rights	City retains police powers that cannot be limited by contract.
-	-	-	7	Application under City's Future Laws	Master Developer may submit an application under the City's future laws.
-	-	-	9.11.2	Public Safety (Impact Fees)	Project subject to public safety impact fees
-	-	-	9.11.3	PTOS Impact Fees	Project has no impact on City's PTOS system.
-	-	-	10.2	Dispute Resolution	Any dispute regarding upsizing is resolved using the dispute resolution provisions of the ARMDA
-	-	-	11.3	Operation and Maintenance	O/M of PTOS in the Project
-	-	-	12.1	Wastewater Pipeline and Infrastructure	Developer's contributions to the wastewater infrastructure associated with the Lagoon.
-	-	-	13	School Site	City has obligation to donate 10 acres for a public school. Master Developer to donate land to City for this purpose.
-	-	-	14	Institutional of Civic Uses	No loss of Max RDUs for use of property as schools, churches, governmental buildings, etc.
-	-	-	19.7	Default of Assignee	Default of assignee not a default of Master Developer
-	-	-	20	Dispute Resolution	Establishing and detailing the dispute resolution process - Meet and Confer - Mediation Process - Arbitration of Disputes - District Court
-	-	-	22	Administrative Modifications	
-	-	-	22.1	Allowable Administrative Applications	Modifications to ARMDA considered and approved by administrator for location /sizing of infrastructure and other minor modifications
-	-	-	22.2	Application to Administrator	Applications for modifications filed with Administrator
-	-	-	22.3	Administrator's review of Administrative Modifications	Review and decision within 45 days of submission.
-	-	-	22.4	Appeal of Administrator's Denial of Administrative Modification	If administrator denies modification request, applicant may proceed as a modification application
-	-	-	23.1	Who may submit modification applications	Only City and Master Developer may submit a modification application
-	-	-	23.2	Modification Application Contents	- Identification of Property - Description of Effect - Identification of non-city agencies - Map
-	-	-	23.3	Fee	City may charge a reasonable fee for processing modification applications
-	-	-	23.4	City Cooperation in Processing Modification Application	City shall cooperate in promptly and fairly processing modification applications
-	-	-	23.5	Planning Commission Review of Modification Applications	- All applications required to be reviewed by the PC shall be reviewed by PC - PC to recommend action to CC
-	-	-	23.6	Council Review of Modification Application	Council to consider application after PC.
-	-	-	23.7	Council's objection to Modification Applications	Council to provide written determination if denial.
-	-	-	23.8	Disputes	Any dispute under Section 20 shall be resolved in accordance with Dispute resolution process
-	-	-	24	Four-year Reviews	Parties to meet every four years to discuss progress/modifications.
-	-	-	34	Force Majeure	Standard language
-	-	-	35	Time is of the essence	Standard language
-	-	-	37	Rights of Access	City shall have reasonable access to the property during development of the project
-	-	-	41	Venue	Venue established in Fourth District Court

-	-			43	Conflicts	ARMDA and CP control in cases where there is a conflict with the City's Vested Laws
SCHEDULE ONE (Definitions)				SECTION 1.2: Definitions		
			Act	[LUDMA]		
			-	Administrative Modifications		
			-	Administrator		
			Agreement	[ARMDA]		
			Annexation Only Property			
			Annexation Property			
			Applicant	Applicant		
			-	ARC		
			[Agreement]	ARMDA		
			Backbone Infrastructure	-		
			Building Permit	-		
			Buildout	Buildout		
			Business Park Planning Area	-		
			CC&R's	-		
			-	Central Utah Water Project or CWP		
			City	City		
			City Consultants	City Consultants		
			City's Code	-		
			-	City's Future Laws		
			-	City's Vested Laws		
			Commercial Planning Area	-		
			Commercial Site	Commercial Site		
			Commercial Site Plan	Commercial Site Plan		
			-	Community Plan		
			Community Development Area or CDA	-		
			Council	Council		
			-	CPAs 2 & 3		
			CUWCD	-		
			-	Data Center		
			-	Data Center Overlay Zone		
			Default	Default		
			Denied	Denial/Denied		
			Density	-		
			Design Review Committee	-		
			-	Development		
			Development Application	Development Application		
			Development Report	Development Report		
			-	Dispute		
			-	Dispute Resolution Process		
			Economic Development Area or EDA	-		
			Existing Applicable Building Codes	-		
			Final Plat	Final Plat		
			General Development Standards	-		
			Homeowners Association(s)	Homeowners Association or HOA		
			Impact Fees	-		
			-	Individually Platted Dwelling Unit		
			Intended uses	Intended Uses		
			-	Local District		
			Local District Act	-		
			Local District Agreement	-		
			Local Park	-		
			-	LUDMA		
			Master CC&R's	-		
			-	Master Developer		
			Master Planned Area	-		
			-	Master Plan		
			Maximum Residential Units	Maximum Residential Dwelling Units (Maximum RDU's)		
			-	Mixed Use		
			Neighborhood Planning Area	-		
			Non-City Agency	-		
			Notice	Notice		
			Off-Site Infrastructure	-		
			On-Site Infrastructure	-		
			Open Space	Open Space		
			Open Space Report	-		
			-	Owners		
			-	Owner's Representative		
			OWR	-		
			-	Outsource[e] [ing]		
			-	Outsourced Work		
			Parcel	Parcel		
			-	Parks, Trails, and Open Space Plan		
				Parties		
				Party		
			PCIG	-		
			PCIG Property	-		
			Petition for Annexation	-		
			Phase	Phase		
			-	Phase I		
			Planning Area	-		
			Pole Canyon Infrastructure Plan	-		
			Pole Canyon Local District or PCLD	-		
			Pole Canyon Master Development Plan	-		
			-	Prior Agreement		
			-	Private Improvements		
			Project	Project		
			-	Property		
			Public Infrastructure and Improvements	Public Infrastructure		
			Regional Park			
			Residential Dwelling Unit	Residential Dwelling Unit (RDU)		
			SAA	-		
			SAA Act	-		
			-	School Site		
			Site Plan	-		
			Special Assessment Area or SAA	-		
			Subdeveloper	Subdeveloper		
			Subdivision	Subdivision		
			Subdivision Application	Subdivision Application		
			Subdivision Site Plan	-		
			Substantial Completion	-		
			System Improvement	System Improvements		
			Technical Guidelines	Technical Guidelines		
			-	TIF		
			-	Water Purchase Agreement		
			White Hills Subdivision	-		
			WHSSD	-		
			WHSSD Agreement	-		
			WHWC	-		
			WHWC System Repairs	-		
			WHWC Transition Agreement	-		
			-	Zoning		
EXHIBITS				EXHIBITS		
Exhibit 1		Annexation Property / Annexation Petitions		Exhibit A	Legal Description of Property	
Exhibit 2		Master Planned Area / Land Use Element		Exhibit B	Master Plan	
Exhibit 3		PCIG Property		Exhibit C	Community Plan	

Exhibit 4		Density Allocation		Exhibit D		City's Vested Laws (on file with City Recorder)	
Exhibit 5		Wet Utility Master Plan		Exhibit E		Development Application and Approval Process	
Exhibit 6		Dry Utility Master Plan		Exhibit F		Culinary Water System Plan	
Exhibit 7		Traffic Impact Study		Exhibit G		Sanitary Sewer System Plan	
Exhibit 8		Open Space and/or Trails		Exhibit H		Storm Water Plan	
Exhibit 9		Local District Maps		Exhibit I		Phase 1 Plan	
Exhibit 10		WHSSD Agreement		Exhibit J		Park Maintenance Agreement	
Exhibit 11		Local District Agreement		Exhibit K		Technical Guidelines	
Exhibit 12		WHWC Transition Agreement		Exhibit L		Data Center Overlay Zone	
Exhibit 13		Additional Exhibits/Maps		Exhibit M		Legal Description of Property Eligible for Data Center Overlay Zone	
Exhibit 14		Short Form Notice of Agreement					
FIRST AMENDMENT (7/1/2014)				ARMDA			
§	Header		Effect of Amendment	§	Header		Comparison
1	Regional Park Facility		Amended section 8.2 of the MDA; Developer to donate \$90,000 to city for rodeo bleachers; City to reimburse Developer; Developer to donate 20 acres for specialized recreation area.	-	-		-
2	Interim Equestrian Facility		Amended section 8.3 of the MDA to acknowledge that the obligations of Developer regarding the Interim Facility have been fulfilled.	-	-		-
SECOND AMENDMENT (4/19/2016)				ARMDA			
§	Header		Effect of Amendment	§	Header		Comparison
1	Regional Park Facility		Amended section 8.2 of the MDA (as amended by the First Amendment); In lieu of donating an improved regional facility; Developer to donate 100 acres to City for use by BSA, a Wake Park, part of the master trail system, OR another recreational use. Five acres of the 100 shall be for public use.	-	-		-
2	Amendment to WHWC Transition Agreement		Acknowledgement that City and Developer entered into an amendment to the WHWC Agreement (included as Exhibit A to Second Amendment).	-	-		-
3	White Hills Park		Developer's obligations under Section 9.4.3 of the MDA regarding the White Hills Park are satisfied once the park is deeded to the City.	-	-		-
4	Rocky Mountain Power		Section 17 of the MDA is deleted.	-	-		-
THIRD AMENDMENT (8/7/2018)				ARMDA			
§	Header		Effect of Amendment	§	Header		Comparison
1	Wastewater Pipeline and Infrastructure		Addition of a new section (8.1.2); Developer to assist City with debt service on 12" sewer line; \$17 of each sewer bill from White Hills residents allocated to debt service; buy-in of new development at cost of \$3083.21; Prepayment of debt-service; Developer to purchase Lagoon property consistent with section 8.1.1 of the MDA.	-	-		-

*This comparison table is a high-level summary of the Existing MDA for the Firefly Development with what is being proposed in the amended and restated MDA (ARMDA). This table is not a substitute for reading the actual text of either the existing MDA or the proposed ARMDA. As such, this comparison table should not be used to discuss land use policy nor is it binding on any of the Parties contemplated in the MDA, the Amendments, or the proposed ARMDA.

WHEN RECORDED, RETURN TO:

Oquirrh Wood Ranch, LLC
14034 South 145 East, Suite 204
Draper, UT 84020

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY**

_____, 2023

TABLE OF CONTENTS

RECITALS	1-2
1. <u>Incorporation of Recitals and Exhibits / Definitions</u>	2
1.1. Incorporation	2
1.2. Definitions	2
1.2.1. <i>Administrative Modifications</i>	2
1.2.2. <i>Administrator</i>	2
1.2.3. <i>Applicant</i>	2
1.2.4. <i>ARC</i>	3
1.2.5. <i>ARMDA</i>	3
1.2.6. <i>Buildout</i>	3
1.2.7. <i>City</i>	3
1.2.8. <i>City Consultants</i>	3
1.2.9. <i>City's Future Laws</i>	3
1.2.10. <i>City's Vested Laws</i>	3
1.2.11. <i>Commercial Site</i>	3
1.2.12. <i>Commercial Site Plan</i>	3
1.2.13. <i>Community Plan</i>	3
1.2.14. <i>Council</i>	3
1.2.15. <i>Central Utah Water Project ("CWP")</i>	3
1.2.16. <i>CPAs 2 and 3</i>	3
1.2.17. <i>Data Center</i>	3
1.2.18. <i>Data Center Overlay Zone</i>	4
1.2.19. <i>Default</i>	4
1.2.20. <i>Denial/Denied</i>	4
1.2.21. <i>Development</i>	4
1.2.22. <i>Development Application</i>	4
1.2.23. <i>Development Report</i>	4
1.2.24. <i>Dispute</i>	4
1.2.25. <i>Dispute Resolution Process</i>	4
1.2.26. <i>Final Plat</i>	4
1.2.27. <i>Homeowner Association(s) (or "HOA(s)")</i>	4
1.2.28. <i>Intended Uses</i>	4
1.2.29. <i>Local District</i>	4
1.2.30. <i>LUDMA</i>	4
1.2.31. <i>Master Developer</i>	4
1.2.32. <i>Master Plan</i>	5
1.2.33. <i>Maximum Residential Dwelling Units ("Maximum RDU's")</i>	5

1.2.34.	<i>Mining Activities</i>	5
1.2.35.	<i>Mixed Use</i>	5
1.2.36.	<i>Notice</i>	5
1.2.37.	<i>Open Space</i>	5
1.2.38.	<i>Owners</i>	5
1.2.39.	<i>Owners' Representative</i>	5
1.2.40.	<i>Outsourc[e][ing]</i>	5
1.2.41.	<i>Outsourced Work</i>	5
1.2.42.	<i>Parcel</i>	5
1.2.43.	<i>Parks, Trails, and Open Space</i>	5
1.2.44.	<i>Parties</i>	6
1.2.45.	<i>Party</i>	6
1.2.46.	<i>Phase</i>	6
1.2.47.	<i>Phase 1</i>	6
1.2.48.	<i>Prior Agreement</i>	6
1.2.49.	<i>Private Improvements</i>	6
1.2.50.	<i>Project</i>	6
1.2.51.	<i>Property</i>	6
1.2.52.	<i>PTOS Schedule</i>	6
1.2.53.	<i>Public Infrastructure</i>	6
1.2.54.	<i>Residential Dwelling Unit ("RDU")</i>	6
1.2.55.	<i>School Site</i>	6
1.2.56.	<i>Subdeveloper</i>	6
1.2.57.	<i>Subdivision</i>	6
1.2.58.	<i>Subdivision Application</i>	6
1.2.59.	<i>System Improvements</i>	7
1.2.60.	<i>Technical Guidelines</i>	7
1.2.61.	<i>Water Purchase Agreement</i>	7
1.2.62.	<i>Zoning</i>	7
2.	<u>Effect Of ARMDA</u>	7
3.	<u>Authority Of Owners' Representative To Bind Owners</u>	7
4.	<u>Development Of The Project</u>	7
4.1.	Compliance with this ARMDA	7
4.2.	Land Uses within the Project, Configuration	7
4.3.	Maximum RDUs	7
4.3.1.	<i>Configuration of Maximum RDUs</i>	8
4.3.2.	<i>Commercial and Mixed Uses within the Project</i>	8
4.4.	Master Developer's Discretion	8
4.4.1.	<i>Concurrency Management of Future Development</i>	8

4.5.	Required Process.....	9
4.5.1.	<i>Approval Required Before Development</i>	9
4.5.2.	<i>Building Permits</i>	9
4.5.3.	<i>City and Other Governmental Agency Permits</i>	9
4.5.4.	<i>Fees</i>	9
4.5.5.	<i>Process</i>	10
4.5.6.	<i>City Cooperation and Approval</i>	10
4.5.7.	<i>Outsourcing of Processing of Development Applications</i>	10
4.5.7.1.	<u><i>Timing</i></u>	10
4.5.7.2.	<u><i>Election/Cost Estimate</i></u>	10
4.5.7.3.	<u><i>Compliance with Applicable Codes</i></u>	10
4.5.7.4.	<u><i>Final Payment</i></u>	10
4.5.7.5.	<u><i>Acceptance of Outsourced Work</i></u>	11
4.5.8.	<i>Acceptance of Certifications Required for Development Applications</i>	11
4.5.9.	<i>Independent Technical Analyses for Development Applications</i>	11
4.5.10.	<i>Intent of One-Time Review</i>	11
4.5.11.	<i>City Denial of a Development Application</i>	11
4.5.12.	<i>Dispute Resolution</i>	12
4.5.13.	<i>City Denials of Development Applications Based on Denials from Non-City Agencies</i>	12
4.5.14.	<i>Construction Prior to Completion of Infrastructure</i>	12
4.5.15.	<i>Outsourcing of Inspections</i>	12
4.5.15.1.	<u><i>Timing</i></u>	12
4.5.15.2.	<u><i>Election/Cost Estimate</i></u>	12
4.5.15.3.	<u><i>Compliance with Applicable Codes</i></u>	12
4.5.15.4.	<u><i>Final Payment</i></u>	13
4.5.15.5.	<u><i>Acceptance of Outsourced Work</i></u>	13
4.6.	<i>Parcel Sales</i>	13
4.7.	<i>Accounting for RDUs for Developments by Master Developer</i>	13
4.8.	<i>Development Report</i>	13
4.8.1.	<i>Ownership</i>	13
4.8.2.	<i>Units and Uses Proposed to be Developed</i>	13
4.8.3.	<i>Units and Uses Transferred or Remaining</i>	13
4.8.4.	<i>Parks, Trails, and Open Space</i>	13
4.8.5.	<i>Material Effects</i>	13
4.9.	<i>Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers</i>	14
4.9.1.	<i>Return of Unused RDUs</i>	14
4.10.	<i>Phasing</i>	14
4.10.1.	<i>Phase 1</i>	14
4.11.	<i>Future Property</i>	14

4.11.1.	BSA Property	14
4.12.	Withdrawal of Property	15
4.13.	Special Provisions Regarding CPAs 2 and 3.....	15
4.13.1.	<i>Standards for Relocation</i>	15
4.13.1.1.	<u>Size</u>	15
4.13.1.2.	<u>Functionality</u>	15
4.13.2.	<i>Process</i>	15
4.14.	Special Provisions Regarding Data Centers	15
5.	<u>Zoning and Vested Rights</u>	16
5.1.	Vested Rights Granted by Approval of this ARMDA.....	16
5.2.	Exceptions.....	16
5.2.1.	<i>Master Development Agreement</i>	16
5.2.2.	<i>State and Federal Compliance</i>	16
5.2.3.	<i>Codes</i>	16
5.2.4.	<i>Taxes</i>	16
5.2.5.	<i>Fees</i>	16
5.2.6.	<i>Compelling, Countervailing Interest</i>	16
5.3.	Reserved Legislative Powers	16
6.	<u>Term of Agreement</u>	17
7.	<u>Application Under City’s Future Laws</u>	17
8.	<u>Tax Benefits</u>	17
9.	<u>Public Infrastructure</u>	17
9.1.	Construction by Master Developer.....	17
9.1.1.	<i>Security for Public Infrastructure</i>	17
9.1.2.	<i>Bonding for Landscaping</i>	17
9.2.	Dedication of Public Improvements.....	18
9.3.	Culinary Water	18
9.4.	Sanitary Sewer	18
9.5.	Storm Water	18
9.6.	Secondary Water	18
9.6.1.	<i>Exception for Data Center Users</i>	18
9.7.	Public Infrastructure Financing	18
9.8.	Local District.....	18
9.9.	No Off-Project Impacts	18
9.10.	Impact Fees	18
9.10.1.	<i>Preparation and Adoption of Capital Facilities Plan and Impact Fees.</i>	18
9.10.2.	<i>Public Safety</i>	19
9.10.3.	<i>Impact Fees for Parks, Trail, and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation</i>	19

9.10.4. Construction Alternative	19
9.10.4.1. <u>Call on Capacity</u>	19
9.11. Exceptions.....	19
10. <u>Upsizing/Reimbursements To Master Developer</u>	20
10.1. Upsizing	20
10.1.1. <i>Fair Treatment</i>	20
10.2. Dispute Resolution	20
11. <u>Parks, Trails, and Open Space</u>	20
11.1. General Statement	20
11.2. Timing of Dedication and Improvement	20
11.2.1. <i>Phase 1 Parks, Trails, and Open Space Improvements</i>	20
11.2.2. <i>Additional Parks, Trails, and Open Space Dedications and Improvements</i>	20
11.2.3. <i>Security in Lieu of Completion</i>	21
11.3. Operation and Maintenance	21
11.3.1. <i>Dedicated Parks</i>	21
11.3.1.1. <u>Contract with HOA for Maintenance</u>	21
11.3.1.2. <u>Water</u>	21
11.3.2. <i>Other than Dedicated Parks</i>	21
12. <u>Additional Easements</u>	22
13. <u>School Site</u>	22
14. <u>Institutional or Civic Uses</u>	22
15. <u>Fire Station</u>	22
16. <u>Cable Tv/Fiber Optic Service</u>	22
17. <u>On-Site Processing Of Natural Materials</u>	23
17.1. Mining In Data Center Overlay Zone.....	23
18. <u>Provision Of Municipal Services</u>	23
19. <u>Default</u>	23
19.1. Notice	23
19.2. Contents of the Notice of Default.....	23
19.2.1. <i>Specific Claim</i>	23
19.2.2. <i>Applicable Provisions</i>	24
19.2.3. <i>Materiality</i>	24
19.2.4. <i>Optional Cure</i>	24
19.2.5. <i>Dispute Resolution</i>	24
19.3. Remedies.....	24
19.3.1. <i>Law and Equity</i>	24
19.3.2. <i>Security</i>	24
19.3.3. <i>Future Approvals</i>	24
19.4. Public Meeting	24

19.5. Emergency Defaults	24
19.6. Extended Cure Period	24
19.7. Default of Assignee.....	24
20. <u>Dispute Resolution</u>	24
20.1. Meet and Confer regarding Development Application Denials	25
20.2. Mediation of Disputes	25
20.2.1. <i>Issues Subject to Mediation</i>	25
20.2.2. <i>Mediation Process</i>	25
20.3. Arbitration of Disputes.....	25
20.3.1. <i>Issues Subject to Arbitration</i>	25
20.3.2. <i>Mediation Required Before Arbitration</i>	25
20.3.3. <i>Arbitration Process</i>	25
20.4. District Court.....	26
21. <u>Notices</u>	26
21.1. Effectiveness of Notice	26
21.1.1. <i>Hand Delivery</i>	26
21.1.2. <i>Election Delivery</i>	26
21.1.3. <i>Mailing</i>	27
22. <u>Administrative Modifications</u>	27
22.1. Allowable Administrative Applications	27
22.1.1. <i>Modification of CPAs 2 and 3</i>	27
22.1.2. <i>Infrastructure</i>	27
22.1.3. <i>Minor Amendment</i>	27
22.2. Application to Administrator	27
22.3. Administrator’s Review of Administrative Modification	27
22.3.1. <i>Referral as Amendment</i>	27
22.4. <i>Appeal of Administrator’s Denial of Administrative Modification</i>	27
23. <u>Amendment</u>	27
23.1. Who May Submit Modification Applications	27
23.2. Modification Application Contents	27
23.2.1. <i>Identification of Property</i>	28
23.2.2. <i>Description of Effect</i>	28
23.2.3. <i>Identification of Non-City Agencies</i>	28
23.2.4. <i>Map</i>	28
23.3. Fee.....	28
23.4. City Cooperation in Processing Modification Applications	28
23.5. Planning Commission Review of Modification Applications	28
23.5.1. <i>Review</i>	28
23.5.2. <i>Recommendation</i>	28

23.6. Council Review of Modification Application	28
23.7. Council's Objections to Modification Applications	28
23.8. Disputes.....	28
24. <u>Four-Year Reviews</u>	28
25. <u>Estoppel Certificate</u>	29
26. <u>Attorney's Fees</u>	29
27. <u>Headings</u>	29
28. <u>No Third-Party Rights / No Joint Venture</u>	29
29. <u>Assignability</u>	29
29.1. Sale of Lots	29
29.2. Related Entity.....	29
29.3. Notice	29
29.4. Time for Objection	29
29.5. Partial Assignment	30
29.6. Denial	30
29.7. Dispute Resolution	30
29.8. Assignees Bound by ARMDA	30
30. <u>Binding Effect</u>	30
31. <u>No Waiver</u>	30
32. <u>Further Documentation</u>	30
33. <u>Severability</u>	30
34. <u>Force Majeure</u>	30
35. <u>Time Is Of The Essence</u>	30
36. <u>Appointment Of Representatives</u>	31
37. <u>Rights Of Access</u>	31
38. <u>Agricultural And Agricultural Related Uses Of Property</u>	31
38.1. Generally.....	31
38.2. Agricultural Use Prior to Development.....	31
39. <u>Mutual Drafting</u>	31
40. <u>Applicable Law</u>	31
41. <u>Venue</u>	31
42. <u>Entire Agreement</u>	31
42.1. Preservation of White Hills Water Company.....	32
43. <u>Conflicts</u>	32
44. <u>Recordation and Running With The Land</u>	32
45. <u>Authority</u>	32
SIGNATURES	33-37
TABLE OF EXHIBITS	38

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of _____, 2023, by and between Eagle Mountain City, a political subdivision of the State of Utah; Oquirrh Wood Ranch, LLC, a Utah limited liability company; White Hills Water Company, a Utah corporation; GSFJV, LLC, a Utah limited liability company; Grant Smith Farms, LLC, a Utah limited liability company; and PC Industrial, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owners own or control the Property.
- C. Master Developer is under a contract with Owners to develop the Property.
- D. The City and the Related Parties entered into the Prior Agreement governing the annexation and development of the Property.
- E. Certain portions of the Property included in the Prior Agreement have been developed and sold to individual lot owners or bulk buyers of lots or prior subdivisions.
- F. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- G. Owners, Master Developer, and the City desire that Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.
- H. Development of the Property will include the Intended Uses as defined in this ARMDA.
- I. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer, and the general public.
- J. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.
- K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- L. Development of the Property pursuant to this ARMDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ARMDA.
- M. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

N. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

O. The parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2022).

P. The Zoning of the Property as the “Firefly Master Planned District” was authorized by the adoption of Ordinance # _____ on _____, 2023.

Q. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on January 10th, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2023), in making a recommendation to the City Council.

R. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

S. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

T. This City’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on _____, 2023.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–M are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 22.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this ARMDA.

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means the City of Eagle Mountain, a political subdivision of the State of Utah.
- 1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City 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 ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.14. **Council** means the elected City Council of the City.
- 1.2.15. **Central Utah Water Project ("CWP")** means the Central Utah Water Project.
- 1.2.16. **CPAs 2 and 3** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically addressed in Section 4.13.
- 1.2.17. **Data Center** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.

- 1.2.18. **Data Center Overlay Zone** means the zoning and project requirements and standards for Data Centers set forth on Exhibit “L” attached hereto.
- 1.2.19. **Default** means a material breach of this ARMDA.
- 1.2.20. **Denial/Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.21. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.
- 1.2.22. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.23. **Development Report** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.24. **Dispute** means and disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.25. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 20.
- 1.2.26. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.27. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- 1.2.28. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.
- 1.2.29. **Local District** means that existing Pole Canyon Local District.
- 1.2.30. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2023).
- 1.2.31. **Master Developer** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

- 1.2.32. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.33. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of eight thousand seven hundred ninety (8,790) Residential Dwelling Units.
- 1.2.34. **Mining Activities** means exploring for, developing, extracting, removing, processing, or otherwise producing sand, gravel, metalliferous, or nonmetalliferous ores, oil, gas, or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure, or undertake other construction activities unrelated to the sale of earth products.
- 1.2.35. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.36. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.37. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.38. **Owners** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.
- 1.2.39. **Owners’ Representative** shall mean Nate Shipp.
- 1.2.40. **Outsourc[e]/[ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.41. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.42. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.43. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.

- 1.2.44. **Parties** means all or the relevant group of Owners, Master Developer, and the City.
- 1.2.45. **Party** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).
- 1.2.46. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.47. **Phase 1** means that Phase of the Project described in Exhibit “I”.
- 1.2.48. **Prior Agreement** means the “Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.
- 1.2.49. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.50. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.51. **Property** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit “A”.
- 1.2.52. **PTOS Schedule** means the overall timing and dollar spend for parks, trails, and open space as set forth on page 3-06 of the Community Plan.
- 1.2.53. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.54. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.55. **School Site** means a 10-acre site within the project for use as a public school as discussed in Section 13.
- 1.2.56. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.57. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.58. **Subdivision Application** means the application to create a Subdivision.

- 1.2.59. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.60. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "K".
- 1.2.61. **Water Purchase Agreement** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 3,000-acre feet of water that the City has under contract with the CWP.
- 1.2.62. **Zoning** means the "Firefly Master Planned District" which is implemented by this ARMDA.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The Prior Agreement is hereby novated and superseded and shall be of no effect regarding the Property. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Authority of Owners Representative to Bind Owners.** Owners represent and warrant that the Owners' Representative has, by virtue of separate agreements entered into among Owners and Master Developer authority from each of the Owners to exercise full control and management of the entitlement and planning of the Property, including without limitation the right to represent Owners in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each of the Owners hereby acknowledges, confirms, and ratifies its appointment of the Owners' Representative as such Owner's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such Owners with respect to the planning and entitlement of the Property, and the other rights, obligations, and interests of the Owners as further set forth in this ARMDA. Without limiting the generality of the foregoing, each of the Owners further acknowledges that in no case shall any Owner (except for the Owners' Representative) have any rights whatsoever to exercise any control or management over the entitlements or development of any Property not owned by such Owner. Accordingly, the City and the Owners acknowledge agree that the City shall work directly with and is conclusively permitted by the Owners to rely upon the decisions and representations made by the Owners' Representative.

4. **Development of the Project.**

4.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

4.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of residential, industrial, and commercial development and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to

have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs. The RDUs may be moved between and among various portions of the Project as provided in the Community Plan.

4.3.1. ***Configuration of Maximum RDU's.*** The general configuration of the Maximum RDU's is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project. As identified in Note 3 of the Land Use Master Plan (page 2-01 of the Community Plan), the final configuration of the Maximum RDU's may be increased up to 20% in one or more residential NPA's so long as residential units are reduced in one or more other residential NPA's by the same number.

4.3.2. ***Commercial and Mixed Uses within the Project.*** The use table starting on page 5-04 of the Community Plan sets forth the permitted and conditional commercial uses within the Project. Those uses listed as "P" (permitted) in the use table may be developed in up to 20% of the gross area of NPAs 9 & 12 as permitted uses without the loss of any of the Maximum RDU's. Any commercial uses in NPAs 9 & 12 beyond the 20% threshold shall be processed as conditional uses. Those uses listed as "C" (conditional) in the use table may be developed in any other NPA subject to the application and approval procedures for conditional uses set forth in the City's Vested Laws. Conditional commercial uses in any NPA, other than NPAs 9 or 12, shall result in a loss of 4.1 units per acre of gross commercial area developed unless the commercial is developed as Vertical Mixed Use. In the event that any conditional use includes shared area (parking, open space, retention, etc.) with a residential use, the shared area shall be reduced by half when calculating the total "commercial area developed" under this section.

4.4. ***Master Developers' Discretion.*** Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

4.4.1. ***Concurrency Management of Future Development.*** Any future phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's

input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development, including all associated community benefits (including parks and open space as required by this ARMDA) as described and scheduled within the applicable Phase. Such improvements shall be completed within the time agreed upon by the City and Master Developer as a part of the approved Development Application. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the Dispute Resolution Processes defined in Section 20.

4.5. **Required Process.**

- 4.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 4.5.2. ***Building Permits.*** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.
- 4.5.3. ***City and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 4.5.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the City the standard

fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

- 4.5.5. ***Process.*** Exhibit "E" and Exhibit "L" establish the entire required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA, the Community Plan and Data Center Overlay Zone, as relevant, controls.
- 4.5.6. ***City Cooperation and Approval.*** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.
- 4.5.7. ***Outsourcing of Processing of Development Applications.***
 - 4.5.7.1. ***Timing.*** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
 - 4.5.7.2. ***Election/Cost Estimate.*** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.
 - 4.5.7.3. ***Compliance with Applicable Codes.*** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
 - 4.5.7.4. ***Final Payment.*** Upon completion of the Outsourcing Work and

the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

- 4.5.7.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 4.5.8. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.
- 4.5.9. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.
- 4.5.10. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 4.5.11. ***City Denial of a Development Application.*** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City

believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).

- 4.5.12. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.
- 4.5.13. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 4.5.14. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.
- 4.5.15. ***Outsourcing of Inspections.***
 - 4.5.15.1. ***Timing.*** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
 - 4.5.15.2. ***Election/Cost Estimate.*** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.
 - 4.5.15.3. ***Compliance with Applicable Codes.*** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

- 4.5.15.4. **Final Payment.** Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.15.5. **Acceptance of Outsourced Work.** The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2023), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the City's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owners and Master Developer and for the entire remaining Project.

4.8. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

- 4.8.1. ***Ownership.*** The ownership of the property subject to the Development Application;
- 4.8.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;
- 4.8.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;
- 4.8.4. ***Parks, Trails, and Open Space.*** The amount, type, location, and timing of any Parks, Trails, and Open Space; and
- 4.8.5. ***Material Effects.*** Any material effects of the sale on the Community Plan.

4.9. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer and any material effects of the sale on the Community Plan.

4.9.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall make commercially reasonable efforts based upon current market conditions to develop a mix of residential unit types so as to provide future residents of the City with multiple housing options.

4.10.1. **Phase 1.** Master Developer shall begin seeking approvals for Phase 1 as soon as commercially practicable after the execution of this ARMDA and shall prosecute the approvals and begin development of Phase 1 as soon as commercially practicable after receiving the required approvals.

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property, then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed at Master Developer's discretion with industrial or commercial uses as are approved in the Community Plan and the Data Center Overlay Zone. The use of any future property as residential will require a Legislative Amendment to this ARMDA. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. This paragraph does not apply to any property located outside City limits unless it is annexed into the City.

4.11.1. **BSA Property.** Master Developer, City, and the Utah National Parks Council previously entered into a Donation Agreement wherein Master Developer donated 100 acres from within the original Project to the Utah National Parks

Council. The 100 acres are more fully described as the “BSA Property” in the attached Exhibit “A”. The Donation Agreement includes a Right of Reversion in favor of the City where, under certain conditions, the 100 acres of BSA Property will be transferred to the City. The Parties acknowledge that those reversionary conditions have been satisfied under the Donation Agreement. Accordingly, Master Developer and City anticipate entering into a separate agreement with the Utah National Parks Council (or its successor entity) wherein the 100 acres will be transferred back to Master Developer and developed according to the Community Plan as a part of the Project. When the 100 Acres are transferred back to the Master Developer, then this ARMDA shall be recorded against the 100 Acres and Master Developer shall develop the 100 Acres as set forth herein. If the 100 Acres are not transferred to the Master Developer, then Master Developer shall not have any obligation to improve or otherwise develop the 100 Acres and the parks, trails, and open space improvements planned for the 100 Acres shall be reduced from Master Developer’s obligations for parks, trails, and open space under this Agreement.

4.12. **Withdrawal of Property.** Master Developer may, in its discretion, request to have any portion of the Project automatically withdrawn from this ARMDA so long as the property proposed for withdrawal is vested with zoning and or development rights under a separate approval from the City. Upon such request for withdrawal, the property proposed for withdrawal will automatically be withdrawn from this ARMDA and the Master Developer, owner of such property, and Administrator shall execute and cause to be recorded a notice of such withdrawal with the Utah County recorder.

4.13. **Special Provisions Regarding CPAs 2 and 3.**

4.13.1. ***Standards for Relocation.*** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property, if:

4.13.1.1. Size. The size of the new, replacement areas, are at least 90% as large as the area(s) being replaced.

4.13.1.2. Functionality. The new, replacement areas, are substantially similar to the area(s) being replaced in terms of their suitability for development as commercial properties.

4.13.2. ***Process.*** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.13 shall be processed as an Administrative Modification and Exhibit E.

4.14. **Special Provisions Regarding Data Centers.** The Data Center Overlay Zone applies to the property described in Exhibit “M”. With respect to property within the Data Center Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the Data Center Overlay Zone described on Exhibit L hereto. The right provided in this Section 4.14 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners, and Master Developer intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. **Exceptions.** The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

- 5.2.1. **Master Developer Agreement.** City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 5.2.2. **State and Federal Compliance.** City’s Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 5.2.3. **Codes.** City’s Future Laws that are updates or amendments to existing building, 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 on 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
- 5.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;
- 5.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 5.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023) and the United States, the City’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City’s police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under

the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The term of this ARMDA shall be until December 31, 2033. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2043, and, thereafter, for one (1) additional periods of five (5) years. This ARMDA shall also terminate automatically at Buildout.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owners.

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

9.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

9.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

9.3. **Culinary Water.** The plans for providing culinary water for the Project are specified in Exhibit "F" and the City has entered into the Water Purchase Agreement.

9.4. **Sanitary Sewer.** The plans for providing sanitary sewer for the Project are specified in Exhibit "G".

9.5. **Storm Water.** The plans for handling storm water for the Project are specified in Exhibit "H".

9.6. **Secondary Water.** Because the HOA will enforce water-wise regulations in the Project, Master Developer does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an "Administrative Amendment" pursuant to the provisions of Section 22. Notwithstanding, Master Developer will utilize secondary water for irrigation in all of the Community Parks so long as the City delivers adequate secondary water infrastructure to the boundary of the Project to serve such areas. The City agrees to accept from Master Developer secondary water rights or shares in satisfaction of the water dedication requirements in areas where secondary water is used for irrigation and, accordingly, no other culinary or secondary water dedications shall be required of Master Developer for those areas. Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

9.6.1. **Exception for Data Center Uses.** Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

9.7. **Public Infrastructure Financing.** Concurrently with the adoption of this Agreement, the City has adopted Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9.8. **Local District.** The Local District shall be continued without modification.

9.9. **No Off-Project Impacts.** The Parties acknowledge that the Project does not require Master Developer to construct any off-Project Public Improvements except as may be specified in the Sanitary Sewer Master Plan, Exhibit "G".

9.10. **Impact Fees.**

9.10.1. **Preparation and Adoption of Capital Facilities Plan and Impact Fee.** The City shall, after execution of this Agreement, during its normally scheduled time initiate and schedule amendments to the City's current capital facilities plan with respect to any Public Infrastructure and Improvements to be financed with the assistance of the City. The Parties acknowledge that

significant studies have previously been performed by AQUA Engineering and other engineering consultants retained by Master Developer with respect to the consideration of certain System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City shall consider an Impact Fee ordinance with respect to the facilities described in the amended City's Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, if applicable.

9.10.2. **Public Safety.** The Project shall be subject to the City's impact fees for public safety subject to any credits that may accrue to Master Developer or Owner due to their potentially contributing land or buildings for such system improvements.

9.10.3. **Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.** The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses). Accordingly, the Property is exempt from any current impact fees for those systems. Notwithstanding the foregoing, any portion of the Property located in the South Service Area (SSA, as that term is defined in the City's Impact Fee Analysis as of the date of this Agreement) shall pay the portion of the Sewer impact fees attributable to the costs of treatment. If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.

9.10.4. **Construction Alternative.** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.10.3 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions.** Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.10.3 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in accordance with the Data Center Overlay Zone.

Further, any lien or imposition arising under Section 9.7 hereof shall not encumber the property eligible for the Data Center Overlay Zone as set forth in Exhibit “M”.

10. **Upsizing/Reimbursements to Master Developer.**

10.1. **“Upsizing”.** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer’s costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

10.1.1. ***Fair Treatment.*** In calculating any reimbursements to the Master Developer, the City shall be consistent in using the same methodology as it uses in its Infrastructure Facilities Plan, Impact Fee Analysis, and Impact Fee ordinance.

10.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Parks, Trails, and Open Space.**

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the additional of the BSA Property), Developer shall install at least 356 acres of Parks, Trails, and Open Space within the Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvements.**

11.2.1. ***Phase 1 Parks, Trails, and Open Space Improvements.*** Phase 1 of Park A, Phase 1 of Park C, and the White Hills Parks will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase 1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the “PTOS Spend” set forth in the PTOS Schedule.

11.2.2. ***Additional Parks, Trails, and Open Space Dedications and Improvements.*** Master Developer agrees to spend at least the “PTOS Spend” in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and

dedications described in 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.

- 11.2.3. ***Security in Lieu of Completion.*** The timing of parks, trails, and open space improvements shown on page 3-05 of the Community Plan are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of \$9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security with the City at a rate of \$9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

11.3. **Operation and Maintenance.**

- 11.3.1. ***Dedicated Parks.*** Parks shown on the Parks, Trails and Open Space Plan as being “Regional” or “Community” dedicated to a governmental agency (and other Parks, Trails or Open Space designated as such during approval of a Development Application) shall, upon the completion of any improvements, be dedicated to the City or to any other applicable governmental entity. The City and Master Developer shall cooperate to determine which entity those parks are transferred to. These parks shall be operated and programmed by the dedicated entity.

11.3.1.1. Contract with HOA for Maintenance. The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit “J”. The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3) additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

11.3.1.2. Water. If Owner or Master Developer dedicate water rights for any of the Parks, Trails, or Open Space to the City or to any other governmental entity then that entity shall actually use the dedicated water to water the Parks, Trails, or Open Space for which the water was dedicated unless prohibited by State law.

- 11.3.2. ***Other than Dedicated Parks.*** Other than for those parks dedicated pursuant to Section 11.3.1, the HOA shall be responsible for operating and maintaining all of the parks, trails, and open space identified in the Parks, Trails, and Open Space Plan.

12. **Additional Easements.** Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **School Site.** The City has an obligation to donate a 10-acre site to the Alpine School District. On or before December 31, 2028, Master Developer agrees to sell to City upon request from the City, a 10-acre School Site within the Project. The location of the School Site shall be mutually agreed upon by the Master Developer and City. Once the location has been mutually agreed upon in writing, the City will be required to close the purchase of the School Site within six months of that date. If the Parties cannot mutually agree upon a location for the School Site within the Project, the matter shall be resolved by the Dispute Resolution Provisions of Section 20 of this ARMDA. The purchase price for the School Site shall be the fair market value of the School Site as determined by an appraisal ordered by the Master Developer and dated within six months of the closing of the School Site by the City. If the City does not accept the appraisal price, the City may order its own appraisal, at its cost, and submit that appraisal to Master Developer as evidence of the purchase price for the School Site. If the Master Developer does not accept the City's appraisal, then the Master Developer and City will each select an independent appraiser and notify the other of its choice within 10 days of the Master Developer's written rejection of the City's appraisal. Within 10 days of the receipt of the identity each party's independent appraiser, the two independently selected appraisers will mutually select a competent, impartial appraiser to conduct a new appraisal and the purchase price for the School Site shall then be based upon the new appraisal.

14. **Institutional or Civic Uses.** The use of property in Project for public or private schools, churches, or governmental buildings or uses shall not result in a reduction of the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state telecommunications laws and regulations, Master Developer may cause to be installed underground within any public rights-of-way within the Project, conduits, cable service, and/or fiber optic lines at no expense to the City. Master Developer may contract with any telecommunications provider of its own choice and allows such contractor to use the Developer installed conduit in the public rights-of-way, subject to such contractor first obtaining necessary approvals and franchise agreements from the City. Developer acknowledges that this provision applies only to Developer-installed conduits in the public rights-of-way and does not prohibit other telecommunications providers from installing conduits, cable service, and/or fiber optic lines within the same public rights-of-way. Additionally, and subject to all applicable federal and state telecommunications laws and regulations, the Parties acknowledge that Developer may cause to be installed any conduits, cable service, and/or fiber optic lines within privately owned areas of the Project

and that in connection with such installation, Developer may grant exclusive access and/or easements to one or more telecommunications providers for such privately placed conduits, cable services, and/or fiber optics. Notwithstanding, Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

17. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 17 are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

17.1. **Mining In Data Center Overlay Zone.** Notwithstanding anything to the contrary herein, Owners, Master Developer, and the City acknowledge that Mining Activities are prohibited under the current applicable Zoning for the property subject to the Data Center Overlay Zone as set forth in Exhibit “M” and, without the written consent of the owner such property, the City staff will not support or initiate any zoning application or change to allow any Mining Activities to be conducted on, under, or within such property. Upon the request of the owner of such property to allow Mining Activities, the City agrees to allow Mining Activities consistent with section 17 hereof.

18. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City 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. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

19.2.3. **Materiality.** Identify why the Default is claimed to be material; and

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

19.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

19.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

19.3.1. **Law and Equity.** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.

19.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

19.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

19.4. **Public Meeting.** Before any remedy in Section 19.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

19.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.3 without the requirements of Sections 19.4. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

19.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

20. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be

resolved as follows.

20.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

20.2. **Mediation of Disputes.**

20.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 20.3 shall be mediated.

20.2.2. **Mediation Process.** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

20.3. **Arbitration of Disputes.**

20.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

20.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 20.2.

20.3.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

20.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fourth District Court.

21. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:	Oquirrh Wood Ranch, LLC Attn: Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To City:	Eagle Mountain City Attn: City Manager 1650 East Stagecoach Run Eagle Mountain, UT 84005 pjerome@emcity.org
With a Copy to:	Eagle Mountain City Attn: City Attorney 1650 East Stagecoach Run Eagle Mountain, UT 84005 mdraper@emcity.org

21.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

21.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not

sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

- 21.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Modifications.**

22.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

- 22.1.1. **Modification of CPAs 2 and 3.** The modification/relocation of CPAs 2 and 3 as provided in Section 4.13.
- 22.1.2. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 22.1.3. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

22.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

- 22.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 23.

22.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

23. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

- 23.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.
- 23.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 23.2.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.
- 23.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

23.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.5. **Planning Commission Review of Modification Applications.**

- 23.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.
- 23.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.7. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

23.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

24. **Two-year Reviews.** Every two years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The City shall hold these reviews at City Hall and schedule a special work session outside of the regular City Council meeting schedule. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2026 and then every two years thereafter. The Parties shall not be

required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

25. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

27. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

28. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

29. **Assignability.** The rights and responsibilities of Owners and/or Master Developer under this ARMDA may be assigned in whole or in part by Owners and/or Master Developer with the consent of the City as provided herein.

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

29.2. **Related Entity.** Owners' transfer of all or any part of the Property to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service), Owners or Master Developer's entry into a joint venture for the development of the Project or Owners' pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners. Owners and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

29.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

29.5. **Partial Assignment.** If any proposed assignment is for less than all of Owners or Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Owners and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

29.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

29.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

30. **Binding Effect.** If Owners sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

31. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

32. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

34. **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.

35. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Nate Shipp. The Owners' Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

37. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

38. **Agricultural and Agricultural Related Uses of Property.**

38.1. **Generally.** The Parties acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that this ARMDA and the Community Plan contemplates that such agricultural and agricultural related uses may continue in portions of the Property. Agricultural and agricultural related uses which continue under the terms of this ARMDA may not be expanded or enlarged beyond the scope of operations in place as of the date of this ARMDA and shall not be materially changed unless the change is consistent with the Community Plan. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Vested Laws.

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

39. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

40. **Applicable Law.** This ARMDA 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 irrespective of Utah's choice of law rules.

41. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

42. **Entire Agreement.** This ARMDA, 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.

42.1. **Preservation of White Hills Water Company.** An Agreement styled “White Hills Water Company Transition and Acquisition Agreement with Eagle Mountain City” dated January 19, 2010 between White Hills Water Company, Inc. and Eagle Mountain City, along with any amendments, is hereby specifically preserved.

43. **Conflicts.** The City’s Vested Laws shall apply to each Development Application except as the City’s Vested Laws are modified by this ARMDA (including all exhibits thereto).

44. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land. The data disk of the City’s Vested Laws, Exhibit “D”, shall not be recorded in the chain of title. A secure copy of Exhibit “D” shall be filed with the City Recorder and each Party shall also have an identical copy.

45. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on _____, 2023.

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the ____ day of _____, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the **MAYOR OF EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2023, personally appeared before me
NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, 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

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, Manager

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
)
) :SS
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, 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

STATE OF UTAH)
)
) :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
) ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSEJV, 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

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me _____, duly sworn, did say that they are the _____ of GRANT SMITH FARMS, 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

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, 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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Master Plan
Exhibit "C":	Community Plan
Exhibit "D":	City's Vested Laws (on file with City Recorder's Office)
Exhibit "E"	Development Application and Approval Process
Exhibit "F"	Culinary Water System Plan
Exhibit "G"	Sanitary Sewer System Plan
Exhibit "H"	Storm Water Plan
Exhibit "I"	Phase 1 Plan
Exhibit "J"	Park Maintenance Agreement
Exhibit "K"	Technical Guidelines
Exhibit "L"	Data Center Overlay Zone
Exhibit "M"	Legal Description of Property Within Data Center Overlay Zone

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A', THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89° 34' 58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET; (2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S. 356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B

INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

PROJECT AREA PARCEL 2

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

PROJECT AREA PARCEL 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, F 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0° 38' 09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 23' 25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0° 22' 17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

BSA PROPERTY

(To be included pursuant to Section 4.11.1 of the ARMDA)

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100.00 ACRES

EXHIBIT B
Master Plan

EXHIBIT C
Community Plan

[see following pages]

EXHIBIT D
City's Vested Laws

[on file with City Recorder's Office]

EXHIBIT E
Development Application Review and Approval Process

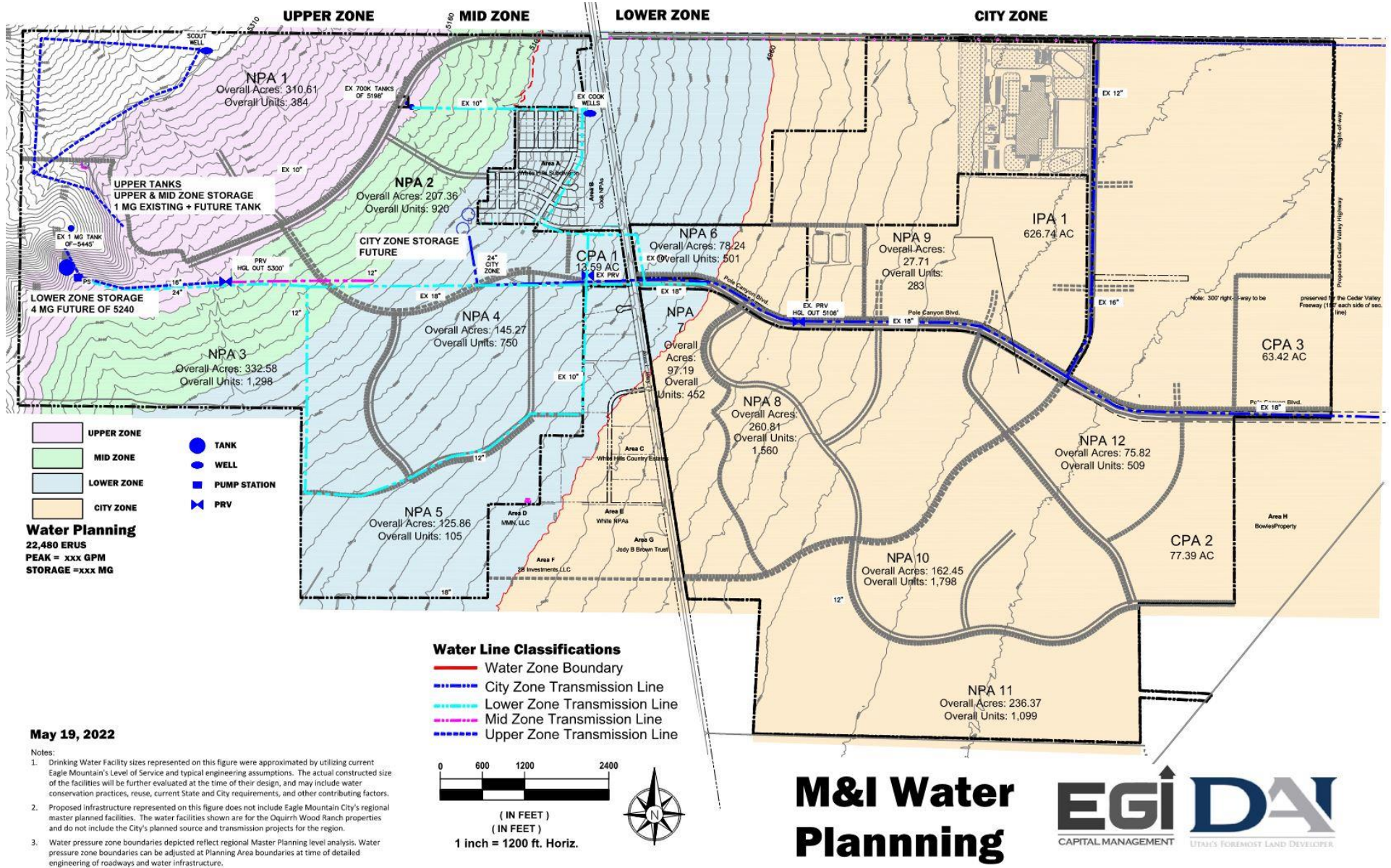
EXHIBIT E
Development Application Review and Approval Process

The City's Vested Laws shall apply to the processing of each Development Application except as the City's Vested Laws are modified by this ARMDA and this Exhibit "E" and Exhibit "L".

[illegible]

EXHIBIT F

Culinary Water System Plan



**M&I Water
Plannning**

EGI DAI
 CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide drinking water to the West Side Service Area (WSSA). This planning covers the property within the Pole Canyon Community Plan being property controlled by Oquirrh Wood Ranch (OWR). It is intended that this document be the basis for planning infrastructure and identifying probable water demands for the WSSA. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

The specific objectives of the document include:

- Identify Level of Service parameters for the drinking water system
- Quantify existing demands on the drinking water system
- Identify existing infrastructure with allocated capacity
- Estimate future growth demands
- Identify System Level Improvements & pressure zone boundaries

Existing Water System

During the late 1970's and early 1980's the existing water system was constructed. The system was owned and operated by the White Hills Water Company (WHWC). Currently 121 residential connections are provided water services for both indoor and outdoor demands. In 2008 OWR Principals took over the ownership and operation of the WHWC. In 2010, OWR and Eagle Mountain City entered an agreement that, after certain conditions were met, the existing water system would be phased into the City, wherein the City would own and operate the facilities. Any excess capacities within the source, storage, and distribution systems conveyed to the City would be reserved for OWR for future development. OWR made improvements to the water system as well as constructed new water pipelines. The following are existing facilities that have been or are planned to be provided to the City:

Source – The current water supply is from groundwater sources through two wells (Cook Well #1 & #2). Cook Well #1 was the original source of water for the WHWC. In 2017 OWR as Owner/Operator the WHWC replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well, Cook Well #2 to provide a redundant water source for the system. Both wells are within the same site. Each well have been rated at a capacity of 1,200 gpm each with their current installed pumps while pumping to the existing White Hills lower tanks site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need of a redundant water source. At such time additional water source is developed to feed into the west service area then the present combined capacity can be increased to 2,400 gpm. From well logs and a hydrogeologic evaluation the potential capacity of each well is approximately 2,200 gpm. Again, at such time additional water source is developed to feed into the west service area then the potential combined capacity can be increase to 4,400 gpm The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Wells #1 and #2:

Table: Existing Source Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Proposed Increased Capacity (gpm)
Original Cook Well #1	1,200	100	1,100	2,200
New Cook Well #2	1,200	0	1,200	2,200

Transmission/Distribution – Pipe diameters are reported to range from 6-18 inches in diameter. Improvements have been made to pipelines in accordance with condition of acceptance of the pipelines by the City. Namely replacement of a 10" water line in Wilson Ave. with 10" C900 PVC, a casing crossing of Hwy 73 with 10-inch C900 PVC, and a 10-inch PVC C900 line has been installed along the east side of Hwy 73. A PVC C900 line has also been installed to the White Hills Country Estates Subdivision. From SR-73 to the Tyson Foods site an 18-inch PVC C900 line was installed during November & December of 2019. The transmission line capacity will also be utilized by OWR for future developments. An 18-inch PVC C900 transmission line was constructed to the west of SR-73 as a transmission line to a future tank. This line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Table: Transmission Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Pipe Length (ft)
Pole Canyon Blvd 18 - Inch C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700'
Tyson Pkwy 16-Inch C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250'
Tyson Pkwy 12-Inch C900	1,661	28 (1.7%) Tyson 1.5" Connection	1,633 (98.3%)	1600'
West Transmission Line 18-inch C900	3,621	0	3,621 (100%)	4585'

Storage – There are currently three storage tanks within the system. However only the two lower tanks are active and online and under ownership and operation of the City. The upper tank will be placed into the system once a transmission line is activated to the tank. All tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and includes existing residents and Tyson Foods Peak Day Demands:

Table: Existing Storage Tank Summary

Name	Capacity (gal)	Existing System Use (gal)	OWR Available Capacity (Gal)	Overflow Elevation (ft)
Lower Tank #1	220,000	220,000	0	5198'
Lower Tank #2	550,000	548,000	2,000	5198'
Upper Tank	1,000,000	0	1,000,000	5445'

The water storage tank capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

Pressure Zones – There are currently three pressure zones in the system. The main zone that provides pressure to White Hills Subdivision. The City zone that through a PRV provides pressure to Tyson Foods. A smaller zone provides decreased pressures to the White Hills Country Estates through a PRV.

Future System

Level of Service Requirements - The Eagle Mountain drinking water system provides indoor water, outdoor irrigation and fire protection. The following are proposed level of service parameters for the WSSA demands, and pressure requirements. These parameters include some as currently found in the City's proposed 2021 Impact Fee Facility Plan (IFFP '21), or as proposed by OWR:

- 20 psi residual pressure during Peak Day + Fire Flow Events (IFFP '21)
- 30 psi during peak instantaneous demands (IFFP '21)
- 40 psi during peak day demands (IFFP '21)
- 0.30 Ac-ft/yr for single family indoor (HAL Memo dated July 26, 2022).
- 0.24 Ac-ft/yr for multi family or active adult (HAL Memo dated July 26, 2022).
- 3.20 Ac-ft/yr for outdoor turf grass landscaping (HAL Memo dated July 26, 2022).
- 1.43 Ac-ft/yr for outdoor water-wise/xeriscape (HAL Memo dated July 26, 2022).
- 375 gpd/ERC for peak indoor day demand single family – (Minimum Sizing Standard, Division of Drinking Water for Saratoga Springs letter dated March 31, 2020)
- 300 gpd/multi family or active adult residence peak indoor day demand (20% reduction to SF)

- 5.0 gpm/irrigated acre for peak outdoor day demand as turf (increased from City's 3.96 gpm/irrigated acre demand by 25%)
- 2.23 gpm/irrigated acre for peak outdoor day demand as xeriscaping/water wise landscape (44.69% of turf demand per HAL Memo dated July 26, 2022).
- 268 gpd per single family indoor storage (average day demand per HAL Memo dated July 26, 2022).
- 214 gpd per multi family or active adult indoor storage (reduction of single family by 20%)
- 2848 gpd per irrigated acre for outdoor storage (City 2021 LOS per IFFP).
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours for new construction (Actual will depend on Fire Marshall requirements for Industrial and Commercial).
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (Tyson Foods – Ph 1)

Outdoor landscaping for each area will be determined by the Developer utilizing some waterwise/xeriscaping. Water demands, storage, and source will be computed utilizing the above referenced level of service.

Planned ERUs – The Development Agreement update provides for 9659 residential ERU's.

Planned Pressure Zones – The attached figure provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be through the Upper Tank HGL. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum City pressure standards with a maximum pressure of 120 psi.

Future Facilities

Source/Pumping – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid and Lower Zones.

For water supplied to the Pole Canyon Community Plan area by Central Utah Water Conservancy District (Central Water Project) the end user shall pay for the "source" component of the CUP water at the City's then current fees and rate.

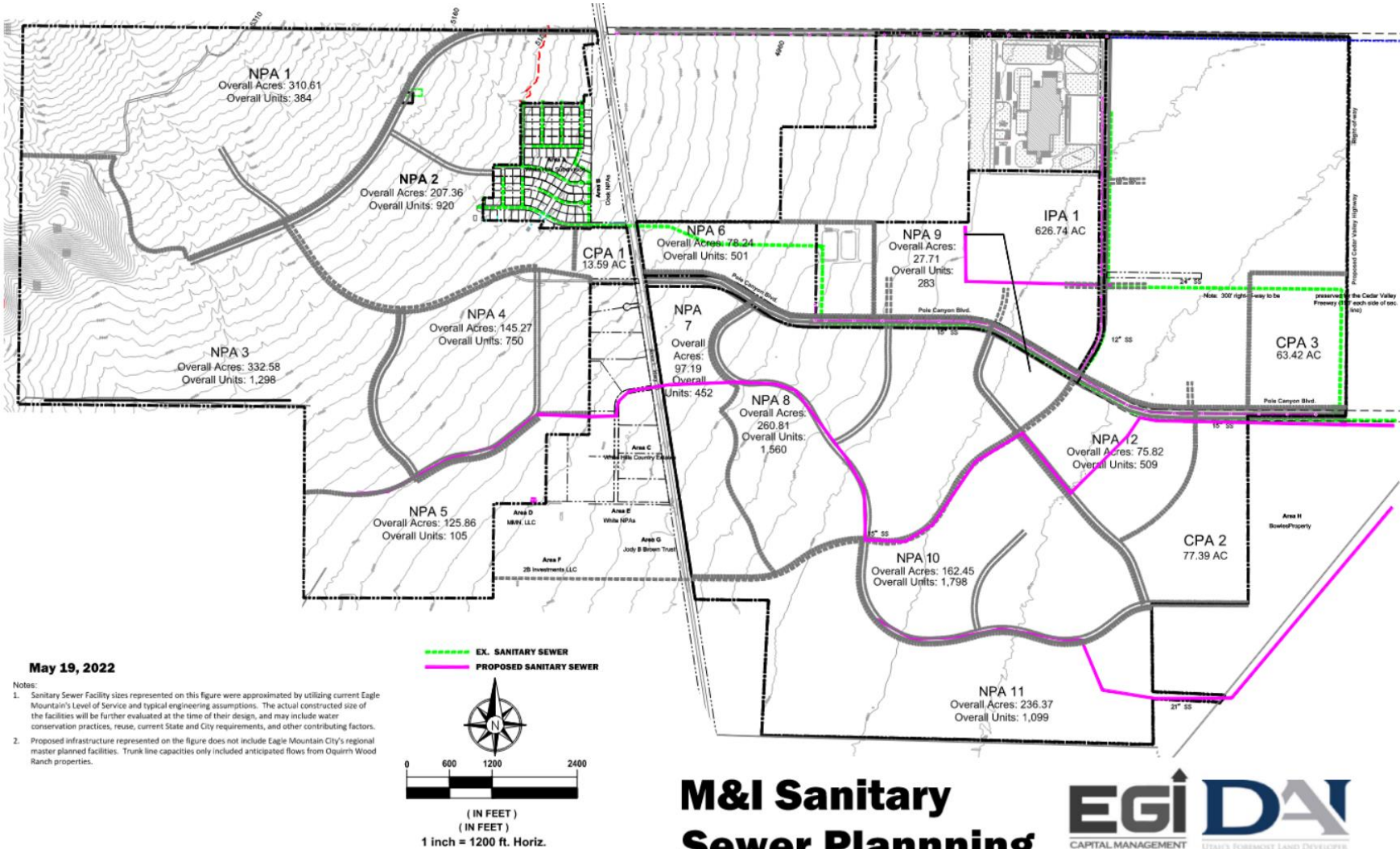
Storage – The following are anticipated storage locations for each zone:

- Upper/Mid Storage – 1.0 MG Existing Tank plus Future Tank (Suggest moving Existing WH 500k Tank)
- Lower Storage – 4 MG Total, 2 MG needed by OWR and 2 MG by City
- City/Industrial Storage – Placed near open space northeast of White Hills Subdivision

Transmission – Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR.

EXHIBIT G

Sanitary Sewer System Plan



WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide sanitary sewer (SS) service to the West Side Service Area (WSSA). This planning covers the property holdings of Oquirrh Wood Ranch (OWR) as of March 2022. It is intended that this document be the basis for planning infrastructure and identifying probable sewer demands for the WSSA. The information included will be a guide for development of the sanitary sewer system facilities in serving both current and future needs. The document will focus primarily on System Infrastructure.

The specific objectives of the document include:

- Quantify existing sanitary sewer flows
- Identify existing infrastructure with allocated capacity
- Determine future growth and sewer loading
- Identify general system improvements

Original Sanitary Sewer System

During the late 1970's and early 1980's the existing sanitary sewer system was constructed. The system was owned and operated by the White Hills Special Service District (WHSSD). Currently 110 residents are provided sanitary sewer services. In 2010 the WHSSD and Eagle Mountain City entered into an agreement to convey the sewer collection system and treatment lagoons to the City once certain improvements were completed including rehabilitation of the lagoons. Upon further evaluation it was determined the preferred approach would be to abandon the lagoons and convey the sewer flows to the City's wastewater treatment facility. To date all of the needed improvements have been completed to the satisfaction of the City and the City now owns and operates the existing sewer infrastructure. The following are existing facilities that have been provided to the City:

Sewer Lines – Pipe diameters are reported to range from 8-12 inches in diameter. Improvements have been made to pipelines to get them in a satisfactory condition for the City. Pipes within the subdivision are 8-inch in diameter except for the main 12-inch trunk line in Wilson Ave that terminates at the Lagoons.

Lagoons – The lagoon system has been deemed by the Utah Division of Environmental Quality (DEQ) to be non-conforming. The lagoon system has been bypassed when the Pole Canyon Lift Station and Force Main were operational (May 2021). The Lagoon will be decommissioned per previous agreements between the City and WHSSD.

DEQ Funded Infrastructure

Due to the non-conformance of the existing sewage lagoon the City acquired funding both in grant and a low interest loan to convey sewage to the City's treatment facility. The original project anticipated a 12-inch gravity line from the terminus of the original WHSSD piping, at the lagoon, to the OWR east property boundary. This project is known as the Pole Canyon gravity line. The overall DEQ project also anticipated the construction of a small lift station at the east boundary of OWR and 6-inch force main to the City's trunk line in Pony Express Road. OWR provided additional funds to upsize the gravity line to a 15-inch. The gravity line is active to the new lift station location.

During the summer of 2019, OWR contracted with Tyson Foods to develop a parcel of land. Due to the sanitary sewer project flows it was necessary to halt construction of the lift station and force main. It was agreed upon by the City and OWR that a larger lift station and force main would be constructed. DEQ agreed that remaining funds could be utilized for the planned larger facilities. However, the additional upgrade costs will be borne by OWR.

Tyson Foods Sanitary Sewer Infrastructure

The following are infrastructure recently constructed to provide Tyson Foods and other development adequate sanitary sewer capacity. The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system. It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

Sewage Lift Station – The initially planned small lift station was deemed inadequate for the Tyson Foods flows. It was therefore agreed that a larger lift station would be constructed at the same location as the smaller station. The lift station has an initial capacity of 1,000 gpm with the opportunity to expand to 2,000 gpm. The lift station has been deemed as temporary until there is sufficient funding for a gravity line from the station to the City's treatment plant. Included in the lift station are the pumps, piping, valving, enclosure, generator, permanent power, emergency pond and fencing all per the City's standard design.

Sewer Lines –

- Tyson Parkway 18 & 12-inch PVC trunk lines. These lines have been constructed within Tyson Parkway and convey sewage from Tyson Foods to the south within piping beneath Tyson Parkway. A 12-inch line has also been installed in Tyson Parkway that would convey lesser flows to Pole Canyon Blvd.
- Tyson Parkway Extension 24-inch PVC trunk line. This line conveys Tyson Food flows and other future development along an easterly proposed road alignment to near the OWR eastern boundary and then south to the end of the existing 15-inch Pole Canyon gravity line. This line was constructed at the end of 2020 and is actively conveying sewage flows from Tyson Foods to the lift station.
- Pole Canyon 12-inch HDPE forcemain. The forcemain is in lieu of the smaller 6-inch line provided in the DEQ funding package. The larger 12-inch line provides for 2,000 gpm capacity. The forcemain conveys sewage from the Pole Canyon Lift Station to the Pony Express City gravity line. The force main was completed in November 2020.

Wastewater Treatment – Treatment for the generated wastewater within the OWR property will be treated through the City's facilities. Treatment facilities are in the process of being upsized to adequately treat Tyson Foods effluent along with other city-wide development.

Future System

Level of Service Requirements - The Eagle Mountain sanitary sewer system provides the conveyance and treatment of wastewater generated within the City's boundary. The following are level of service demands, and requirements:

- 220 gpd per single family residence (Eagle Mountain Proposed 2022 Impact Fee Analysis)
- 176 gpd per mutli family or active adult residence (20% reduction of SF)
- Commercial and Industrial flowrates will be determined on a case-by-case basis.

To comply with DEQ requirements it is assumed that any piping 12-inch and less will require a 4.0 peaking factor with design of the piping to not be more that 50% full. For piping larger than 12-inch a peaking factor of 2.5 will be provided with piping not to exceed 75% full.

Planned ERUs – The 2022 Development Agreement provides for 9659 residential ERU's. The Commercial and Industrial area is planned for approximately 910 acres. The total flowrate for the development was estimated to be the capacity of a 36-inch pipe at a slope of 0.072% or 9,523 gpm.

Tyson Flows – Tyson Foods has provided a Phase 1 peak flowrate of 700 gpm. Their agreement, should additional processes be added, is a peak flowrate of 1,300 gpm.

White Hills – In the City's 2020 Sanitary Sewer Impact Fee Facility Plan the White Hills subdivision flowrate was estimated at 52 gpm.

Future Facilities

Development Trunk Lines – Trunk lines are planned to follow roads. The figure provides the anticipated backbone for OWR sewer conveyance system. A Major southern trunk line is planned to convey flow from future development west of SR-73 to the east and terminate at Pole Canyon. It is anticipated that the major trunk lines will have diameters of 15-24 inches.

Minor collection lines will be provided throughout the development in sizes ranging from 8-12 inches. Capacity will be determined during design with actual slopes. Due to the flat slopes on the east end of the OWR property it is anticipated that trunk lines will be constructed with flow through manholes poured in place around the pipe.

Offsite Trunk Line – A single offsite trunk line has been planned from the eastern boundary of OWR to the treatment plant. Conceptual planning has provided the need for a 36-inch pipe due to slope and anticipated flowrates. Planning calculations have shown that OWR will require all of the capacity of the trunk line. The 36-inch pipe is planned to connect into a 42-inch pipe at Tiffany Lane. The 42-inch pipe was constructed during 2020 and was funded by the Eagle Mountain Founders group.

Future Development Credit for Sewer Infrastructure - The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

The following Table provides total capacity and remaining capacity for sanitary sewer facilities as constructed or funded by OWR:

Table: Capacity Summary

Name	Capacity (gpm)	Existing System Use (gpm) @ LOS of 220 gpd	OWR Remaining Capacity (gpm)	Remaining ERUs @ LOS of 220 gpd
Pole Canyon Blvd 15 -Inch SS to Lift Station	1,375 ID=14.3" S=0.25% n=0.011	46 (3.3%) White Hills	1,329 (96.7%)	3,480
Tyson Pkwy 18-inch SS to 24-inch SS	1,513 ID=17.6" S=0.10% n=0.011	700 (46.2%) Tyson Flows	813 (53.8%)	2,130
Tyson Pkwy 12-inch SS to Pole Canyon	404 ID=11.8" S=0.20% n=0.011	0 (0%)	404 (100%)	1,058
Tyson Pkwy 24-inch SS Extension to Lift Station	5,530 ID=23.3" S=0.20% n=0.009	700 (12.7%) Tyson Flows	4,830 (87.3%)	12,645
Pole Canyon 12-inch HDPE Forcemain	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283
Pole Canyon Lift Station, Ultimate 2,000 gpm	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283

Treatment – The City will treat future wastewater flows generated within the OWR holdings. The City has identified in Master Planning ongoing improvements at the Waste Water Treatment Plant to adequately process future growth flows.

<u>EXHIBIT H</u> <i>Storm Water Plan</i>
--

WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide storm drainage service to the West Side Service Area (WSSA). This document covers the property holdings of Oquirrh Wood Ranch (OWR) and is intended to be the basis for planning infrastructure for the WSSA. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure.

The specific objectives of the document include:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

Original White Hills Storm Drain System

When the original White Hills subdivision was constructed the conveyance for storm water runoff was adjacent waterways as typical rural development. Roadway generated runoff followed the curb and gutter and discharges into drainage ditches adjacent to SR-73. It appears that there has been past flooding within the cul de sacs low points. To mitigate flooding a curb inlet box has been installed to control runoff from passing through developed residences. It also appears that a large cutoff ditch was constructed to the north of the development to direct Pole Canyon and other hillside runoff away from the subdivision. There appears to be no other drainage systems except for culverts crossing UDOTS SR-73 highway. Historic drainage channels have been removed during the decades of farming and any runoff generated onsite has been distributed to the dry farms in the area.

Offsite Drainage Conditions

The Pole Canyon drainage area which encompasses approximately 6,900 acres is conveyed primarily through the project area from the mountain watershed. Facilities will be planned to adequately manage the runoff.

Past Stormwater Runoff Analysis

In May of 2009, Aqua Engineering provided a Storm Drainage Analysis for the OWR property (Pole Canyon Area). The analysis provided for overall conveyance locations, runoff values for the foothills, and other hydrologic information. The analysis assumed strategic concentration points based on topographic natural conveyance points rather than following an alluvial fan regime. This storm drain plan however, should be modified to incorporate recent LID strategies. Also of note, the analysis correctly identifies poor draining soils toward the east of the project where mostly silts are found in the upper soil layers. Special attention must also be followed to avoid placing infrastructure near collapsible soils.

Level of Service Requirements

The following are level of service requirements as found in the City's 2012 Impact Fee Rate Analysis, Nov 2012:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm even and identify areas where flooding may occur

- Require detention of all improvements that will limit discharge to calculated pre-developed flows. Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

Strategies for OWR Stormwater Runoff

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications. This strategy has been planned for Pole Canyon Blvd.
- Provide large regional retention ponds within parks where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development. This was required for the Tyson Foods property.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential landowners to contain runoff on their lots.
- Residential development will likely require piping to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

Future Facilities

Conveyance facilities are planned to parallel roadways and run from the west to east. Regional parks have been identified to also act as retention/detention ponds. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use.

The Pole Canyon channel and other smaller canyon channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

Capacity

Excess storm drain capacity within future constructed facilities, will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

EXHIBIT I

Phase 1 Plan

EXHIBIT J
Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT
[park description]

This Public Park Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"); and _____, a _____ ("HOA"). City and HOA may be referred to herein collectively as "Parties" or individually as a "Party."

RECITALS

A. There is, within the boundaries of the City, a master planned project known as Firefly ("Firefly") which is currently being developed by Oquirrh Wood Ranch, LLC ("Master Developer").

B. As part of Firefly, Master Developer is constructing substantial parks, trails, and open space ("PTOS"). A portion of the PTOS will be dedicated to the City for general public use and enjoyment (collectively the "Public PTOS"). The remainder of the PTOS (collectively the "Private PTOS") will be owned, managed, and/or maintained by the HOA.

C. Master Developer desires that the Public PTOS be maintained to a standard similar to the Private PTOS.

1.

D. The City is willing to allow HOA to maintain certain aspects of the Public PTOS at HOA's cost. Accordingly, this Agreement is in the best interests of the City and the general public with regard to the maintenance of the Public PTOS.

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

AGREEMENT

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Maintenance of Public PTOS.** HOA agrees to maintain the Public PTOS as set forth in the attached Exhibit "A" subject to the terms and conditions of this Agreement.

2.

3. **Scope of Maintenance; Standards.** The scope and standards of maintenance for the Public PTOS are set forth in the attached Exhibit "B" (collectively the "Maintenance Standards").

4. **Maintenance and Operation Costs.** The Parties agree that maintenance and operation costs for the Public PTOS shall be as follows:

- a. **Maintenance Standards.** HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".
- b. **Hardscapes.** City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

- c. **Power.** City shall pay all of the electricity costs associated with the Public PTOS.
- d. **Water and Sewer.** City shall pay all of the water and sewer costs for the Public PTOS.
- 3.
5. **Water Usage.** If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.
- 4.
6. **Failure to Meet Maintenance Standards.** If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.
7. **Reports.** Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.
8. **Term; Optional Renewal.** This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.
9. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
10. **Notices:** Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To HOA: _____

With a copy to: Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E. Suite 204
Draper, UT 84020
nate@daiutah.com

11. **Amendments.** This Agreement may be amended only by a writing executed by HOA and an authorized executive official or representative for City.

12. **Other Necessary Acts**. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **Construction/Interpretation**. This Agreement has been reviewed and revised by legal counsel for both the City and HOA, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Waiver**. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Remedies**. Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **Attorney Fees**. If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **Utah Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

18. **No Third-Party Beneficiaries**. This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

19. **Force Majeure**. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.

20. **Indemnity**. City shall indemnify and hold harmless HOA, and each of HOA's respective directors, officers, agents, employees, and contractors ("Indemnitees") from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnatee in connection with any negligence or misconduct of HOA, its directors, officers, agents, employees, and contractors. This Indemnity coverage of this Section 20 shall survive the termination of this Agreement.

21. **Entire Agreement, Counterparts and Exhibits**. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

22. **Government Records Access and Management Act**. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by HOA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with HOA. Any materials for which HOA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify HOA of any requests made for disclosure of documents submitted under a claim of business confidentiality.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

[if any fixtures or aspects of the Public PTOS are not subject to this maintenance agreement, list here]

SAMPLE

EXHIBIT B

Maintenance Standards

[these standards are generic and may be modified by the parties on a case-by-case basis]

I. Turf Maintenance

1. Mowing and Edging

- a. Turf lawn must not exceed 4" in length and may not be cut shorter than 2.5 inches.
- b. Trim edges of turf lawns at least twice a month or as often as needed to maintain a neat and tidy appearance. Use a blade edger for all turf edges including areas where turf abuts planter beds, curbs, paving, etc.

2. Seeding

- a. Seeding will be done as needed to maintain a thick, healthy turf. Thinning or bare areas shall be seeded on a regular basis, until a thick, healthy turf is established. Overseeding should be completed in conjunction with aerification.

3. Fertilization

- a. There shall be no less than four applications of fertilizer throughout the turf growing season. Fertilizer mixes should be based on the nutrient needs of the turf and soil. Master Developer and/or HOA may determine the appropriate fertilizer for the season.
- b. The spring and fall fertilization applications shall include a pre-emergent herbicide and a broadleaf herbicide.
- c. Inspect the turf monthly for grubs, insect, fungus or rodents and treat with the appropriate remedy until the issue has been resolved.

4. Aeration

- a. All turf grass areas shall be aerified at least once a year.

5. Weed Control

- a. All turf areas shall be maintained weed free. RSL may determine and utilize the most effective methods of weed control.
- b. All native grass areas shall be maintained free of broadleaf weeds.
- c. Use only State-approved herbicides to control weed growth in turf areas.
- d. Turf will receive at least two annual applications of selective broadleaf weed herbicide per year. Application will ideally be executed in the spring and fall months as weather permits.

6. Irrigation

- a. Turf shall be irrigated such that a healthy turf persists and grows vigorously throughout the growing season.
- b. The irrigation system and all its integrated components shall be maintained to function as designed.
- c. An irrigation audit will be performed weekly during the operational season to ensure that the irrigation system is functioning as designed.

- d. All irrigation systems shall be winterized each year prior to November 30th. Winterizing requires compressed air to be blown into each line, where reasonable, fully removing all water and minimizing chance for damage.

II. Tree and Shrub Maintenance

1. All mulched areas around trees and shrubs, including tree wells, shall be maintained weed-free.
2. All dead plant material shall be removed and replaced with the same or similar material.
3. Annual pruning and deadheading of trees, shrubs and grasses shall be performed.
4. All trees, shrubs and plant material shall be watered sufficiently to promote vigorous growth through the growing season.
5. Inspect all trees monthly through the growing season and treat any disease or insect/borer infestation with the appropriate pesticide or fertilizer.

III. Playground Maintenance

1. A biennial playground audit shall be performed by a Certified Playground Safety Inspector (CPSI).
2. Playground equipment must comply with American Society for Testing Materials (ASTM) and U.S. Consumer Product Safety Commission standards (See ASTM F1487-17, ASTM F2223-15, ASTM F1292-17, and CPSC Public Playground Safety Handbook).
3. All playground components that do not comply with the above regulation must be immediately removed from service and repaired.

IV. General Maintenance

1. All loose trash and debris shall be picked up and disposed of on a weekly basis.
2. All trash receptacles and dog waste stations shall be emptied on a weekly basis.
3. Dog waste stations shall always be stocked with disposable bags.
4. Any graffiti or vandalism shall be cleaned up or repaired as soon as possible.
5. All fencing shall be maintained in good repair. Any damaged sections of fence shall be repaired or replaced as soon as possible.
6. City shall provide Master Developer and/or HOA with 30 days' prior written notice (or as soon as reasonably practicable) before closing any Public PTOS for any reason.

EXHIBIT K
Technical Guidelines

[see following pages]

EXHIBIT L
Data Center Overlay Zone

EXHIBIT M

Legal Description of Property Within Data Center Overlay Zone

A PARCEL OF LAND SITUATE WITHIN EAST HALF OF THE WEST HALF (E-1/2 OF W-1/2) AND THE EAST HALF (E-1/2) OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°22'24" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2592.46 FEET, TO THE PROPOSED NORTHERLY LINE OF POLE CANYON BOULEVARD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°40'33" WEST, A DISTANCE OF 2619.49 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 923.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 30°36'36", A DISTANCE OF 493.11 FEET, THE LONG CHORD OF WHICH BEARS NORTH 74°22'15" WEST, A DISTANCE OF 487.26 FEET; (3) NORTH 59°03'57" WEST, A DISTANCE OF 722.41, TO THE EASTERLY LINE OF TYSON PARKWAY, AS SHOWN ON THE TYSON SUBDIVISION, RECORDED AS ENTRY NO.: 95910:2019, MAP NO.: 16725 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 30°56'03" EAST, A DISTANCE OF 389.58 FEET, TO A POINT OF CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 700.00 FOOT-RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 30°32'01", A DISTANCE OF 373.04 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°40'03" EAST, A DISTANCE OF 368.64 FEET; (3) NORTH 0°24'02" EAST, A DISTANCE OF 3998.96 FEET, TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'51", A DISTANCE OF 78.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°29'58" EAST, A DISTANCE OF 70.83 FEET, TO THE SOUTH LINE OF PROPOSED 4000 NORTH STREET (POLE LINE ROAD); THENCE SOUTH 89°23'59" EAST, ALONG SAID SOUTH LINE BEING 47.00 FEET PERPENDICULARLY DISTANT TO AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 696.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE; THENCE SOUTH 89°24'26" EAST, CONTINUING ALONG SAID SOUTH LINE AND 47.00 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2001.11 FEET, TO THE WEST LINE OF THE ROBYN G. WALDEN (ETAL) PARCEL 59:048:0005, BEING AN ALIQUOT LINE OF THE SECTION; THENCE ALONG SAID WALDEN PARCEL AND THE ALIQUOT SECTION LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°38'09" WEST, A DISTANCE OF 621.50 FEET, TO A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." MARKING THE NE-NE 1/64TH CORNER; (2) SOUTH 89°23'25" EAST, A DISTANCE OF 669.91 FEET, TO THE N-N 1/64TH CORNER COMMON TO SAID SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTION 15 & 16, A DISTANCE OF 2006.12 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 17,451,106 SQUARE FEET, OR 400.622 ACRES.

WHEN RECORDED, RETURN TO:

Oquirrh Wood Ranch, LLC
14034 South 145 East, Suite 204
Draper, UT 84020

UPDATED 6/8/2023
(need to update TOC)

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY**

_____, 2023

TABLE OF CONTENTS

RECITALS	1-2
1. <u>Incorporation of Recitals and Exhibits / Definitions</u>	2
1.1. Incorporation	2
1.2. Definitions.....	2
1.2.1. <i>Administrative Modifications</i>	2
1.2.2. <i>Administrator</i>	2
1.2.3. <i>Applicant</i>	2
1.2.4. <i>ARC</i>	3
1.2.5. <i>ARMDA</i>	3
1.2.6. <i>Buildout</i>	3
1.2.7. <i>City</i>	3
1.2.8. <i>City Consultants</i>	3
1.2.9. <i>City's Future Laws</i>	3
1.2.10. <i>City's Vested Laws</i>	3
1.2.11. <i>Commercial Site</i>	3
1.2.12. <i>Commercial Site Plan</i>	3
1.2.13. <i>Community Plan</i>	3
1.2.14. <i>Council</i>	3
1.2.15. <i>Central Utah Water Project ("CWP")</i>	3
1.2.16. <i>CPAs 2 and 3</i>	3
1.2.17. <i>Data Center</i>	3
1.2.18. <i>Data Center Overlay Zone</i>	4
1.2.19. <i>Default</i>	4
1.2.20. <i>Denial/Denied</i>	4
1.2.21. <i>Development</i>	4
1.2.22. <i>Development Application</i>	4
1.2.23. <i>Development Report</i>	4
1.2.24. <i>Dispute</i>	4
1.2.25. <i>Dispute Resolution Process</i>	4
1.2.26. <i>Final Plat</i>	4
1.2.27. <i>Homeowner Association(s) (or "HOA(s)")</i>	4
1.2.28. <i>Individually Platted Dwelling Unit</i>	4
1.2.29. <i>Intended Uses</i>	4
1.2.30. <i>Local District</i>	4
1.2.31. <i>LUDMA</i>	5
1.2.32. <i>Master Developer</i>	5
1.2.33. <i>Master Plan</i>	5

1.2.34.	<i>Maximum Residential Dwelling Units (“Maximum RDU’s”)</i>	5
1.2.35.	<i>Mixed Use</i>	5
1.2.36.	<i>Notice</i>	5
1.2.37.	<i>Open Space</i>	5
1.2.38.	<i>Owners</i>	5
1.2.39.	<i>Owners’ Representative</i>	5
1.2.40.	<i>Outsourc[e][ing]</i>	5
1.2.41.	<i>Outsourced Work</i>	5
1.2.42.	<i>Parcel</i>	5
1.2.43.	<i>Parks, Trails, and Open Space</i>	5
1.2.44.	<i>Parties</i>	5
1.2.45.	<i>Party</i>	6
1.2.46.	<i>Phase</i>	6
1.2.47.	<i>Phase 1</i>	6
1.2.48.	<i>Prior Agreement</i>	6
1.2.49.	<i>Private Improvements</i>	6
1.2.50.	<i>Project</i>	6
1.2.51.	<i>Property</i>	6
1.2.52.	<i>Public Infrastructure</i>	6
1.2.53.	<i>Residential Dwelling Unit (“RDU”)</i>	6
1.2.54.	<i>School Site</i>	6
1.2.55.	<i>Subdeveloper</i>	6
1.2.56.	<i>Subdivision</i>	6
1.2.57.	<i>Subdivision Application</i>	6
1.2.58.	<i>System Improvements</i>	6
1.2.59.	<i>Technical Guidelines</i>	6-7
1.2.60.	<i>TIF</i>	7
1.2.61.	<i>Water Purchase Agreement</i>	7
1.2.62.	<i>Zoning</i>	7
2.	<u>Effect Of ARMDA</u>	7
3.	<u>Authority Of Owners’ Representative To Bind Owners</u>	7
4.	<u>Development Of The Project</u>	7
4.1.	Compliance with this ARMDA	7
4.2.	Land Uses within the Project, Configuration	7
4.3.	Maximum RDUs	7-8
4.4.	Master Developer’s Discretion.....	8
4.5.	Required Process	8
4.5.1.	<i>Approval Required Before Development</i>	8
4.5.2.	<i>Building Permits</i>	8

4.5.3.	<i>City and Other Governmental Agency Permits</i>	8-9
4.5.4.	<i>Fees</i>	9
4.5.5.	<i>Process</i>	9
4.5.6.	<i>City Cooperation and Approval</i>	9
4.5.7.	<i>Outsourcing of Processing of Development Applications</i>	9
4.5.7.1.	<i>Timing</i>	9
4.5.7.2.	<i>Election/Cost Estimate</i>	9
4.5.7.3.	<i>Compliance with Applicable Codes</i>	10
4.5.7.4.	<i>Final Payment</i>	10
4.5.7.5.	<i>Acceptance of Outsourced Work</i>	10
4.5.8.	<i>Acceptance of Certifications Required for Development Applications</i>	10
4.5.9.	<i>Independent Technical Analyses for Development Applications</i>	10
4.5.10.	<i>Intent of One-Time Review</i>	11
4.5.11.	<i>City Denial of a Development Application</i>	11
4.5.12.	<i>Dispute Resolution</i>	11
4.5.13.	<i>City Denials of Development Applications Based on Denials from Non-City Agencies</i>	11
4.5.14.	<i>Construction Prior to Completion of Infrastructure</i>	11
4.5.15.	<i>Outsourcing of Inspections</i>	11
4.5.15.1.	<i>Timing</i>	11
4.5.15.2.	<i>Election/Cost Estimate</i>	11-12
4.5.15.3.	<i>Compliance with Applicable Codes</i>	12
4.5.15.4.	<i>Final Payment</i>	12
4.5.15.5.	<i>Acceptance of Outsourced Work</i>	12
4.6.	<i>Parcel Sales</i>	12
4.7.	<i>Accounting for RDUs for Developments by Master Developer</i>	12
4.8.	<i>Development Report</i>	12
4.8.1.	<i>Ownership</i>	12
4.8.2.	<i>Units and Uses Proposed to be Developed</i>	12
4.8.3.	<i>Units and Uses Transferred or Remaining</i>	13
4.8.4.	<i>Parks, Trails, and Open Space</i>	13
4.8.5.	<i>Material Effects</i>	13
4.9.	<i>Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers</i>	13
4.9.1.	<i>Return of Unused RDUs</i>	13
4.10.	<i>Phasing</i>	13
4.10.1.	<i>Phase 1</i>	13
4.11.	<i>Future Property</i>	13-14
4.11.1.	<i>BSA Property</i>	14
4.12.	<i>Special Provisions Regarding CPAs 2 and 3</i>	14
4.12.1.	<i>Standards for Relocation</i>	14

4.12.1.1.	<i>Size</i>	14
4.12.1.2.	<i>Functionality</i>	14
4.12.2.	<i>Process</i>	14
4.13.	Special Provisions Regarding Data Centers.....	14
5.	<u>Zoning and Vested Rights</u>	14
5.1.	Vested Rights Granted by Approval of this ARMDA.....	14-15
5.2.	Exceptions.....	15
5.2.1.	<i>Master Development Agreement</i>	15
5.2.2.	<i>State and Federal Compliance</i>	15
5.2.3.	<i>Codes</i>	15
5.2.4.	<i>Taxes</i>	15
5.2.5.	<i>Fees</i>	15
5.2.6.	<i>Compelling, Countervailing Interest</i>	15
5.3.	Reserved Legislative Powers.....	15
6.	<u>Term of Agreement</u>	16
7.	<u>Application Under City’s Future Laws</u>	16
8.	<u>Tax Benefits</u>	16
9.	<u>Public Infrastructure</u>	16
9.1.	Construction by Master Developer.....	16
9.1.1.	<i>Security for Public Infrastructure</i>	16
9.1.2.	<i>Bonding for Landscaping</i>	16
9.2.	Dedication of Public Improvements.....	16
9.3.	Culinary Water.....	16
9.4.	Sanitary Sewer.....	17
9.5.	Storm Water.....	17
9.6.	Secondary Water.....	17
9.6.1.	<i>Exception for Data Center Users</i>	17
9.7.	Public Infrastructure Financing.....	17
9.8.	TIF.....	17
9.8.1.	<i>TIF Criteria</i>	17
9.9.	Local District.....	17
9.10.	No Off-Project Impacts.....	17
9.11.	Impact Fees.....	17
9.11.1.	<i>Preparation and Adoption of Capital Facilities Plan and Impact Fees.</i>	17-18
9.11.2.	<i>Public Safety</i>	18
9.11.3.	<i>Impact Fees for Parks, Trail, and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation</i>	18
9.11.4.	<i>Construction Alternative</i>	18
9.11.4.1.	<i>Call on Capacity</i>	18

9.12. Exceptions.....	18
10. <u>Upsizing/Reimbursements To Master Developer</u>	19
10.1. Upsizing.....	19
10.1.1. <i>Fair Treatment</i>	19
10.2. Dispute Resolution.....	19
11. <u>Parks, Trails, and Open Space</u>	19
11.1. General Statement.....	19
11.2. Timing of Dedication and Improvement.....	19
11.3. Operation and Maintenance.....	19
11.3.1. <i>Dedicated Parks</i>	19
11.3.1.1. <i>Contract with HOA for Maintenance</i>	19-20
11.3.1.2. <i>Water</i>	20
11.3.2. <i>Other than Dedicated Parks</i>	20
12. <u>Additional Easements</u>	20
13. <u>School Site</u>	20
14. <u>Institutional or Civic Uses</u>	20
15. <u>Fire Station</u>	20
16. <u>Cable Tv/Fiber Optic Service</u>	20-21
17. <u>On-Site Processing Of Natural Materials</u>	21
18. <u>Provision Of Municipal Services</u>	21
19. <u>Default</u>	21
19.1. Notice.....	21
19.2. Contents of the Notice of Default.....	21
19.2.1. <i>Specific Claim</i>	21
19.2.2. <i>Applicable Provisions</i>	21
19.2.3. <i>Materiality</i>	21
19.2.4. <i>Optional Cure</i>	21
19.2.5. <i>Dispute Resolution</i>	21
19.3. Remedies.....	22
19.3.1. <i>Law and Equity</i>	22
19.3.2. <i>Security</i>	22
19.3.3. <i>Future Approvals</i>	22
19.4. Public Meeting.....	22
19.5. Emergency Defaults.....	22
19.6. Extended Cure Period.....	22
19.7. Default of Assignee.....	22
20. <u>Dispute Resolution</u>	22
20.1. Meet and Confer regarding Development Application Denials.....	22
20.2. Mediation of Disputes.....	22

20.2.1.	<i>Issues Subject to Mediation</i>	22
20.2.2.	<i>Mediation Process</i>	22-23
20.3.	Arbitration of Disputes.....	23
20.3.1.	<i>Issues Subject to Arbitration</i>	23
20.3.2.	<i>Mediation Required Before Arbitration</i>	23
20.3.3.	<i>Arbitration Process</i>	23
20.4.	District Court.....	23
21.	<u>Notices</u>	23
21.1.	Effectiveness of Notice	24
21.1.1.	<i>Hand Delivery</i>	24
21.1.2.	<i>Election Delivery</i>	24
21.1.3.	<i>Mailing</i>	24
22.	<u>Administrative Modifications</u>	24
22.1.	Allowable Administrative Applications	24
22.1.1.	<i>Modification of CPAs 2 and 3</i>	25
22.1.2.	<i>Infrastructure</i>	25
22.1.3.	<i>Minor Amendment</i>	25
22.2.	Application to Administrator	25
22.3.	Administrator’s Review of Administrative Modification	25
22.3.1.	<i>Referral as Amendment</i>	25
22.4.	<i>Appeal of Administrator’s Denial of Administrative Modification</i>	25
23.	<u>Amendment</u>	25
23.1.	Who May Submit Modification Applications	25
23.2.	Modification Application Contents	25
23.2.1.	<i>Identification of Property</i>	25
23.2.2.	<i>Description of Effect</i>	25
23.2.3.	<i>Identification of Non-City Agencies</i>	25
23.2.4.	<i>Map</i>	25
23.3.	Fee.....	26
23.4.	City Cooperation in Processing Modification Applications	26
23.5.	Planning Commission Review of Modification Applications	26
23.5.1.	<i>Review</i>	26
23.5.2.	<i>Recommendation</i>	26
23.6.	Council Review of Modification Application	26
23.7.	Council’s Objections to Modification Applications	26
23.8.	Disputes.....	26
24.	<u>Four-Year Reviews</u>	26
25.	<u>Estoppel Certificate</u>	26
26.	<u>Attorney’s Fees</u>	26

27. <u>Headings</u>	27
28. <u>No Third-Party Rights / No Joint Venture</u>	27
29. <u>Assignability</u>	27
29.1. Sale of Lots	27
29.2. Related Entity	27
29.3. Notice	27
29.4. Time for Objection.....	27
29.5. Partial Assignment	27
29.6. Denial	27
29.7. Dispute Resolution	28
29.8. Assignees Bound by ARMDA	28
30. <u>Binding Effect</u>	28
31. <u>No Waiver</u>	28
32. <u>Further Documentation</u>	28
33. <u>Severability</u>	28
34. <u>Force Majeure</u>	28
35. <u>Time Is Of The Essence</u>	28
36. <u>Appointment Of Representatives</u>	28
37. <u>Rights Of Access</u>	28
38. <u>Agricultural And Agricultural Related Uses Of Property</u>	29
38.1. Generally	29
38.2. Agricultural Use Prior to Development.....	29
39. <u>Mutual Drafting</u>	29
40. <u>Applicable Law</u>	29
41. <u>Venue</u>	29
42. <u>Entire Agreement</u>	29
42.1. Preservation of White Hills Water Company	29
43. <u>Conflicts</u>	29
44. <u>Recordation and Running With The Land</u>	29
45. <u>Authority</u>	30
SIGNATURES	30-31
ACKNOWLEDGEMENTS.....	32-34
TABLE OF EXHIBITS	35

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of _____, 2023, by and between Eagle Mountain City, a political subdivision of the State of Utah; Oquirrh Wood Ranch, LLC, a Utah limited liability company; White Hills Water Company, a Utah corporation; GSFJV, LLC, a Utah limited liability company; Grant Smith Farms, LLC, a Utah limited liability company; and PC Industrial, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owners own or control the Property.
- C. Master Developer is under a contract with Owners to develop the Property.
- D. The City and the Related Parties entered into the Prior Agreement governing the annexation and development of the Property.
- E. Certain portions of the Property included in the Prior Agreement have been developed and sold to individual lot owners or bulk buyers of lots or prior subdivisions.
- F. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- G. Owners, Master Developer, and the City desire that Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.
- H. Development of the Property will include the Intended Uses as defined in this ARMDA.
- I. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer, and the general public.
- J. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.
- K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- L. Development of the Property pursuant to this ARMDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ARMDA.
- M. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

N. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

O. The parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2022).

P. The Zoning of the Property as the “Firefly Master Planned District” was authorized by the adoption of Ordinance # _____ on _____, 2023.

Q. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on _____, _____, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2022), in making a recommendation to the City Council.

R. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

S. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

T. This City’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on _____, 2023.

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–K are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 22.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this ARMDA.

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means the City of Eagle Mountain, a political subdivision of the State of Utah.
- 1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City 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 ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.14. **Council** means the elected City Council of the City.
- 1.2.15. **Central Utah Water Project ("CWP")** means the Central Utah Water Project.
- 1.2.16. **CPAs 2 and 3** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically address in Section 4.12.
- 1.2.17. **Data Center** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.

- 1.2.18. **Data Center Overlay Zone** means the zoning and project requirements and standards for Data Centers set forth on Exhibit “L” attached hereto.
- 1.2.19. **Default** means a material breach of this ARMDA.
- 1.2.20. **Denial/Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.21. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.
- 1.2.22. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.23. **Development Report** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.24. **Dispute** means and disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.25. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 20.
- 1.2.26. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.27. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- 1.2.28. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.
- 1.2.29. **Local District** means that existing Pole Canyon Local District.
- 1.2.30. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2022).
- 1.2.31. **Master Developer** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

- 1.2.32. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.33. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of ~~nine~~ thousand ~~six~~ ~~seven~~ hundred ~~fifty~~ ~~ninety~~ (9,6598,790) Residential Dwelling Units.
- 1.2.34. **Mining Activities** means exploring for, developing, extracting, removing, processing, or otherwise producing sand, gravel, metalliferous, or nonmetalliferous ores, oil, gas, or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure, or undertake other construction activities unrelated to the sale of earth products.
- 1.2.35. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.36. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.37. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.38. **Owners** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.
- 1.2.39. **Owners’ Representative** shall mean Nate Shipp.
- 1.2.40. **Outsourc[e]ing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.41. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.42. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.43. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.

- 1.2.44. **Parties** means all or the relevant group of Owners, Master Developer, and the City.
- 1.2.45. **Party** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).
- 1.2.46. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.47. **Phase 1** means that Phase of the Project described in Exhibit “I”.
- 1.2.48. **Prior Agreement** means the “Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.
- 1.2.49. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.50. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.51. **Property** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit “A”.
- 1.2.52. **PTOS Schedule means the overall timing and dollar spend for parks, trails, and open space as set forth on page _____ of the Community Plan.**
- 1.2.53. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.54. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.55. **School Site** means a 10-acre site within the project for use as a public school as discussed in Section 13.
- 1.2.56. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.57. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.58. **Subdivision Application** means the application to create a Subdivision.

Formatted: Font: Bold, Italic

1.2.59. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.60. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "K".

1.2.61. **Water Purchase Agreement** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 34,000-acre feet of water that the City has under contract with the CWP.

1.2.62. **Zoning** means the "Firefly Master Planned District" which is implemented by this ARMDA.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The Prior Agreement is hereby novated and superseded and shall be of no effect regarding the Property. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Authority of Owners Representative to Bind Owners.** Owners represent and warrant that the Owners' Representative has, by virtue of separate agreements entered into among Owners and Master Developer authority from each of the Owners to exercise full control and management of the entitlement and planning of the Property, including without limitation the right to represent Owners in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each of the Owners hereby acknowledges, confirms, and ratifies its appointment of the Owners' Representative as such Owner's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such Owners with respect to the planning and entitlement of the Property, and the other rights, obligations, and interests of the Owners as further set forth in this ARMDA. Without limiting the generality of the foregoing, each of the Owners further acknowledges that in no case shall any Owner (except for the Owners' Representative) have any rights whatsoever to exercise any control or management over the entitlements or development of any Property not owned by such Owner. Accordingly, the City and the Owners acknowledge agree that the City shall work directly with and is conclusively permitted by the Owners to rely upon the decisions and representations made by the Owners' Representative.

4. **Development of the Project.**

4.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

4.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of residential, industrial, and commercial development and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to

have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs. The RDUs may be moved between and among various portions of the Project as provided in the Community Plan.

4.3.1. Configuration of Maximum RDU's. The general configuration of the Maximum RDU's is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project. As identified in Note 3 of the Land Use Master Plan (page 2-01 of the Community Plan), the final configuration of the Maximum RDU's may be increased up to 20% in one or more residential NPA's so long as residential units are reduced in one or more other residential NPA's by the same number.

Formatted: Font: Italic

4.3.2. Commercial and Mixed Uses within the Project. The use table starting on page 5-04 of the Community Plan sets forth the permitted and conditional commercial uses within the Project. Those uses listed as "P" (permitted) in the use table may be developed in up to 20% of the gross area of NPAs 9 & 12 as permitted uses without the loss of any of the Maximum RDU's. Any commercial uses in NPAs 9 & 12 beyond the 20% threshold shall be processed as conditional uses. Those uses listed as "C" (conditional) in the use table may be developed in any other NPA subject to the application and approval procedures for conditional uses set forth in the City's Vested Laws. Conditional commercial uses in any NPA, other than NPAs 9 or 12, shall result in a loss of 4.1 units per acre of gross commercial area developed unless the commercial is developed as Vertical Mixed Use. In the event that any conditional use includes shared area (parking, open space, retention, etc.) with a residential use, the shared area shall be reduced by half when calculating the total "commercial area developed" under this section.

4.4. **Master Developers' Discretion.** Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

4.4.1. Concurrency Management of Future Development. Any future phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's

Formatted: Font: Bold, Italic

input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development, including all associated community benefits (including parks and open space as required by this ARMDA) as described and scheduled within the applicable Phase. Such improvements shall be completed within the time agreed upon by the City and Master Developer as a part of the approved Development Application. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the Dispute Resolution Processes defined in Section 20.

4.5. Required Process.

- 4.5.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 4.5.2. **Building Permits.** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any ~~required-work~~ required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.
- 4.5.3. **City and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 4.5.4. **Fees.** Master Developer or a Subdeveloper shall pay to the City the standard

fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

- 4.5.5. **Process.** Exhibit "E" and Exhibit "L" establish the entire required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA ~~conflict~~, the Community Plan and Data Center Overlay Zone, as relevant, controls.
- 4.5.6. **City Cooperation and Approval.** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.
- 4.5.7. **Outsourcing of Processing of Development Applications.**
- 4.5.7.1. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 4.5.7.2. **Election/Cost Estimate.** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the ~~Master Developer or Subdeveloper~~ City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.
- 4.5.7.3. **Compliance with Applicable Codes.** Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

- 4.5.7.4. **Final Payment.** Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.7.5. **Acceptance of Outsourced Work.** The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) [business](#) days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 4.5.8. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.
- 4.5.9. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.
- 4.5.10. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 4.5.11. ***City Denial of a Development Application.*** If the City denies a Development

Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).

- 4.5.12. **Dispute Resolution.** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.
- 4.5.13. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 4.5.14. **Construction Prior to Completion of Infrastructure.** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.
- 4.5.15. **Outsourcing of Inspections.**
- 4.5.15.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 4.5.15.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the ~~Master Developer or Subdeveloper~~ City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.
- 4.5.15.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and

any adopted uniform standards such as AASHTO, the IBC and the IFC.

4.5.15.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

4.5.15.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to as is provided in Utah Code Ann. § 10-9a-103(6)(5)(c)(v) (2023), there are no that does not create any individually developable lots in the Parcel, the creation of the Parcel without being would not be subject to any subdivision requirement in the City's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owners and Master Developer and for the entire remaining Project.

4.8. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

4.8.1. **Ownership.** The ownership of the property subject to the Development Application;

4.8.2. **Units and Uses Proposed to be Developed.** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;

4.8.3. **Units and Uses Transferred or Remaining.** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;

4.8.4. **Parks, Trails, and Open Space.** The amount, type, location, and timing of

any Parks, Trails, and Open Space; and

4.8.5. **Material Effects.** Any material effects of the sale on the Community Plan.

4.9. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer and any material effects of the sale on the Community Plan.

4.9.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall make commercially reasonable efforts based upon current market conditions to develop a mix of residential unit types so as to provide future residents of the City with multiple housing options.

4.10.1. **Phase 1.** Master Developer shall begin seeking approvals for Phase 1 as soon as commercially practicable after the execution of this ARMDA and shall prosecute the approvals and begin development of Phase 1 as soon as commercially practicable after receiving the required approvals.

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property, then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed at Master Developer's discretion with industrial or commercial uses as are approved in the Community Plan and the Data Center Overlay Zone. The use of any future property as residential will require a Legislative Amendment to this ARMDA, with a number of RDUs calculated by the ratio of the Maximum Residential Dwelling Units divided by the acreage in the areas in the Community Plan specified for RDUs and then multiplied by the number of acres in the future property. The Maximum Residential Dwelling Units in this ARMDA shall automatically be increased by that amount. The Development of such future property shall also require Master Developer to meet the same levels of service for Public

Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. This paragraph does not apply to any property located outside City limits, unless it is subsequently annexed into the City.

- 4.11.1. **BSA Property.** Master Developer, City, and the Utah National Parks Council previously entered into a Donation Agreement wherein Master Developer donated 100 acres from within the original Project to the Utah National Parks Council. The 100 acres are more fully described as the “BSA Property” in the attached Exhibit “A”. The Donation Agreement includes a Right of Reversion in favor of the City where, under certain conditions, the 100 acres of BSA Property will be transferred to the City. The Parties acknowledge that those reversionary conditions have been satisfied under the Donation Agreement. Accordingly, Master Developer and City anticipate entering into a separate agreement with the Utah National Parks Council (or its successor entity) wherein the 100 acres will be transferred back to Master Developer and developed according to the Community Plan as a part of the Project. When the 100 Acres are transferred back to the Master Developer, then this ARMDA shall be recorded against the 100 Acres and Master Developer shall develop the 100 Acres as set forth herein. If the 100 Acres are not transferred to the Master Developer, then Master Developer shall not have any obligation to improve or otherwise develop the 100 Acres and the parks, trails, and open space improvements~~PTOS~~ planned for the 100 Acres shall be reduced from Master Developer’s obligations for parks, trails, and open space~~PTOS~~ under this Agreement.

4.12. **Withdrawal of Property.** Master Developer may, in its discretion, request to have any portion of the Project automatically withdrawn from this ARMDA so long as the property proposed for withdrawal is vested with zoning and or development rights under a separate approval from the City. Upon such request for withdrawal, the property proposed for withdrawal will automatically be withdrawn from this ARMDA and the Master Developer, owner of such property, and Administrator shall execute and cause to be recorded a notice of such withdrawal with the Utah County recorder. ▲

Formatted: Font: Bold

Formatted: Font: Bold

4.13. **Special Provisions Regarding CPAs 2 and 3.**

- 4.13.1. **Standards for Relocation.** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property (as specified in Section 4.11), if:

4.13.1.1. Size. The size of the new, replacement areas, are at least 90% as large as the area(s) being replaced.

4.13.1.2. Functionality. The new, replacement areas, are substantially similar to the area(s) being replaced in terms of their suitability for development as commercial properties.

- 4.13.2. **Process.** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.12 shall be processed as an Administrative Modification pursuant to Section 22 and Exhibit E.

4.14. **Special Provisions Regarding Data Centers.** The Data Center Overlay Zone applies to the property described in Exhibit “M”. With respect to property within the Data Center

Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the Data Center Overlay Zone described on Exhibit L hereto. The right provided in this Section 4.13 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

Formatted: Don't keep with next, Don't keep lines together

5.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners, and Master Developer intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. **Exceptions.** The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

- 5.2.1. **Master Developer Agreement.** City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 5.2.2. **State and Federal Compliance.** City’s Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 5.2.3. **Codes.** City’s Future Laws that are updates or amendments to existing building, 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 on 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
- 5.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;
- 5.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City’s Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 5.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the

State of Utah (including Utah Code Ann. § 10-9a-532 (2022) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The term of this ARMDA shall be until December 31, 203~~30~~³⁹. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 204~~30~~³⁹, and, thereafter, for ~~up to two one (12)~~ additional periods of ~~fiveten (510)~~ years. This ARMDA shall also terminate automatically at Buildout.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from ~~relying-applying~~ for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owners, ~~which consent will not be unreasonably withheld, conditioned, or delayed.~~

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.1.1. **Security for Public Infrastructure.** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

- 9.1.2. **Bonding for Landscaping.** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

9.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

9.3. **Culinary Water.** The plans for providing culinary water for the Project are specified in Exhibit "F" and the City has entered into the Water Purchase Agreement.

9.4. **Sanitary Sewer.** The plans for providing sanitary sewer for the Project are specified in Exhibit "G".

9.5. **Storm Water.** The plans for handling storm water for the Project are specified in Exhibit "H".

9.6. **Secondary Water.** ~~Because the HOA will enforce water-wise regulations in the Project, The Project Master Developer~~ does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an ~~"Minor Administrative Amendment"~~ pursuant to the provisions of Section 22. ~~Notwithstanding, Master Developer will may, in its sole discretion and from time to time, choose to utilize secondary water for irrigation in some or all of the Community Parks so long as the City delivers adequate secondary water infrastructure to the boundary of the Project to serve such areas. Larger parks established pursuant to the Parks, Trails, and Open Space Plan. The City agrees to accept from Master Developer secondary water rights or shares in satisfaction of the water dedication requirements in areas where secondary water is used for irrigation and, accordingly, no other culinary or secondary water dedications shall be required of Master Developer for those areas. If Master Developer makes such an election, then Master Developer~~ shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

- 9.6.1. **Exception for Data Center Uses.** Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

9.7. **Public Infrastructure Financing.** ~~Concurrently with the adoption of this Agreement, The the~~ City has adopted Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9.8. **Local District.** The Local District shall be continued without modification.

9.9. **No Off-Project Impacts.** The Parties acknowledge that the Project does not require Master Developer to construct any off-Project Public Improvements except as may be specified in the Sanitary Sewer Master Plan, Exhibit "G".

9.10. **Impact Fees.**

- 9.10.1. ***Preparation and Adoption of Capital Facilities Plan and Impact Fee.*** The City shall, ~~upon~~after execution of this Agreement, ~~promptly during its~~normally scheduled time initiate and schedule amendments to the City's current capital facilities plan with respect to any Public Infrastructure and Improvements to be financed with the assistance of the City. The Parties acknowledge that significant studies have previously been performed by AQUA Engineering and other engineering consultants retained by Master Developer with respect to the consideration of certain System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City shall consider an Impact Fee ordinance with respect to the facilities described in the amended City's Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, if applicable.
- 9.10.2. ***Public Safety.*** The Project shall be subject to the City's impact fees for public safety subject to any credits that may accrue to Master Developer or Owner due to their potentially contributing land or buildings for such system improvements.
- 9.10.3. ***Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.*** The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses). ~~Accordingly, the Property is has been shown to not have any impact on the "system improvements" under the City's current impact fee ordinances for parks, trails and open space, culinary water, storm water, or transportation and any development of the Project on the Property is thus~~ exempt from any current impact fees for those systems. Notwithstanding the foregoing, any portion of the Property located in the South Service Area (SSA, as that term is defined in the City's Impact Fee Analysis as of the date of this Agreement) shall pay the portion of the Sewer impact fees attributable to the costs of treatment. If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.
- 9.10.4. ***Construction Alternative.*** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.11.3 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions.** Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.10.344-4 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in accordance with ~~this the~~ Data Center Overlay Zone. Further, any lien or imposition arising under Section 9.78 hereof shall not encumber the property eligible for the Data Center Overlay Zone as set forth in Exhibit "M".

10. **Upsizing/Reimbursements to Master Developer.**

10.1. **"Upsizing"**. The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

10.1.1. **Fair Treatment.** In calculating any reimbursements to the Master Developer, the City shall be consistent in using the same methodology as it uses in its Infrastructure Facilities Plan, Impact Fee Analysis, and Impact Fee ordinance.

10.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Parks, Trails, and Open Space.**

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the additional of the BSA Property), Developer shall install at least 356 acres of Parks, Trails, and Open Space within the Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvements.**

11.2.1. **Phase 1 Parks, Trails, and Open Space Improvements.** Phase 1 of Park A, Phase 1 of Park C, and the White Hills Parks will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase

Formatted: Don't keep with next, Don't keep lines together

Formatted: Font: Bold, Italic

Formatted: Superscript

Formatted: Superscript

1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the “PTOS Spend” set forth in the PTOS Schedule. The timing of the dedication and improvement of the Parks, Trails and Open Space is specified in the Community Plan.

- 11.2.2. **Additional Parks, Trails, and Open Space Dedications and Improvements.** Master Developer agrees to spend at least the “PTOS Spend” in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and dedications described in 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.

Formatted: Font: Bold, Italic

- 11.2.3. **Security in Lieu of Completion.** The timing of ~~the parks, trails, and open space improvements shown on page 3-05 of the Community Plan~~ of the parks shown as being “Regional” or “Community” are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of \$9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security with the City at a rate of \$9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

11.3. Operation and Maintenance.

- 11.3.1. **Dedicated Parks.** Parks shown on the Parks, Trails and Open Space Plan as being “Regional” or “Community” dedicated to a governmental agency (and other Parks, Trails or Open Space designated as such during approval of a Development Application) shall, upon the completion of any improvements, be dedicated to the City or to any other applicable governmental entity. The City and Master Developer shall cooperate to determine which entity those parks are transferred to. These parks shall be operated and programmed by the dedicated entity.

- 11.3.1.1. **Contract with HOA for Maintenance.** The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit “J”. The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3) additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

11.3.1.2. **Water.** If Owner or Master Developer dedicate water rights for any of the Parks, Trails, or Open Space to the City or to any other governmental entity then that entity shall actually use the dedicated water to water the Parks, Trails, or Open Space for which the water was dedicated unless prohibited by State law.

11.3.2. **Other than Dedicated Parks.** Other than for those parks dedicated pursuant to Section 11.3.1, the HOA shall be responsible for operating and maintaining all of the parks, trails, and open space identified in the Parks, Trails, and Open Space Plan.

12. **Additional Easements.** Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **School Site.** The City has an obligation ~~to a third party~~ to donate a 10-acre site ~~to Alpine School District for a public school.~~ On or before December 31, 2028, Master Developer agrees to sell to City upon request from the City, a 10-acre School Site within the Project. The location of the School Site shall be mutually agreed upon by the Master Developer and City. Once the location has been mutually agreed upon in writing, the City will be required to close the purchase of the School Site within six months of that date. If the Parties cannot mutually agree upon a location for the School Site within the Project, the matter shall be resolved by the Dispute Resolution Provisions of Section 20 of this ARMDA. The purchase price for the School Site shall be the fair market value of the School Site as determined by an appraisal ordered by the Master Developer and dated within six months of the closing of the School Site by the City. If the City does not accept the appraisal price, the City may order its own appraisal, at its cost, and submit that appraisal to Master Developer as evidence of the purchase price for the School Site. If the Master Developer does not accept the City's appraisal, then the Master Developer and City will each select an independent appraiser and notify the other of its choice within 10 days of the Master Developer's written rejection of the City's appraisal. Within 10 days of the receipt of the identity each party's independent appraiser, the two independently selected appraisers will mutually select a competent, impartial appraiser to conduct a new appraisal and the purchase price for the School Site shall then be based upon the new appraisal. Master Developer has arranged to dedicate the School Site to the City so that the City can fulfill its third party contractual obligations. Upon the execution of this ARMDA Master Developer shall cause the School Site to be conveyed to the City. The deed of conveyance of the School Site to the City shall contain provisions acceptable to the Master Developer allowing the Master Developer to relocate the School Site in a close proximity to its legal description for adjustments of roads and other layout or engineering needs of the Project so long as the new location reasonably meets the needs of the School Site to function for its intended purpose. The deed of conveyance of the School Site shall also contain a right of reverter if the School Site is ever used for anything other than as a site for a public school. Master Developer may seek tax benefits for this dedication pursuant to Section 8.

14. **Institutional or Civic Uses.** The use of property in Project for public or private schools, churches, or governmental buildings or uses shall not result in a ~~loss reduction~~ of the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state telecommunications laws and regulations, Master Developer may cause to be installed underground within any public rights-of-way within the Project, conduits, cable service, and/or fiber optic lines at no expense to the City. Master Developer may contract with any telecommunications provider of its own choice and allows such contractor to use the Developer installed conduit in the public rights-of-way, subject to such contractor first obtaining necessary approvals and franchise agreements from the City. Developer acknowledges that this provision applies only to Developer-installed conduits in the public rights-of-way and does not prohibit other telecommunications providers from installing conduits, cable service, and/or fiber optic lines within the same public rights-of-way. Additionally, and subject to all applicable federal and state telecommunications laws and regulations, the Parties acknowledge that Developer may cause to be installed any conduits, cable service, and/or fiber optic lines within privately owned areas of the Project and that in connection with such installation, Developer may grant exclusive access and/or easements to one or more telecommunications providers for such privately placed conduits, cable services, and/or fiber optics. Notwithstanding, Upon application to the City and approval of a franchise agreement for such facilities, Master Developer may cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. Master Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those Residential Dwelling Units or other of the Intended Uses on the Project, except that Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers, and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

Formatted: Font: Not Bold

17. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 17 are satisfied. Any dispute regarding this section shall be resolved pursuant

to the Dispute Resolution Processes.

17.1. **Mining In Data Center Overlay Zone.** Notwithstanding anything to the contrary herein, Owners, Master Developer, and the City acknowledge that Mining Activities are prohibited under the current applicable Zoning for the property subject to the Data Center Overlay Zone as set forth in Exhibit “M” and, without the written consent of the owner such property, the City staff will not support or initiate any zoning application or change to allow any Mining Activities to be conducted on, under, or within such property. Upon the request of the owner of such property to allow Mining Activities, the City agrees to allow Mining Activities consistent with section 17 hereof.

18. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City 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. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

- 19.2.1. **Specific Claim.** Specify the claimed event of Default;
- 19.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;
- 19.2.3. **Materiality.** Identify why the Default is claimed to be material; and
- 19.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 19.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

19.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

- 19.3.1. **Law and Equity.** All rights and remedies available ~~at law and~~ in equity, including, but not limited to, injunctive relief and/or specific performance.
- 19.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 19.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the

Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

19.4. **Public Meeting.** Before any remedy in Section 19.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

19.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.3 without the requirements of Sections 19.4. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

19.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

20. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows

20.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

20.2. **Mediation of Disputes.**

20.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 20.3 shall be mediated.

20.2.2. **Mediation Process.** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

20.3. **Arbitration of Disputes.**

- 20.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.
- 20.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 20.2.
- 20.3.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

20.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fourth District Court.

21. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:	Oquirrh Wood Ranch, LLC Attn: Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq.

Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005
pjerome@emcity.org

With a Copy to: Eagle Mountain City
Attn: City Attorney
1650 East Stagecoach Run
Eagle Mountain, UT 84005
mdraper@emcity.org

21.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

- 21.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 21.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 21.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Modifications.**

22.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

- 22.1.1. **Modification of CPAs 2 and 3.** The modification/relocation of CPAs 2 and 3 as provided in Section 4.12.
- 22.1.2. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 22.1.3. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

22.2. **Application to Administrator.** Applications for Administrative Modifications shall

be filed with the Administrator.

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

22.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 23.

22.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

23. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

23.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

23.2.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

23.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

23.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.5. **Planning Commission Review of Modification Applications.**

23.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification

Application.

- 23.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.7. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

23.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

24. **Four-Two-year Reviews**. Every ~~four-two~~ years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The City shall these reviews at City Hall and schedule a special work session outside of the regular City Council meeting schedule. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2026~~7~~ and then every ~~four-two~~ years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

25. **Estoppel Certificate**. Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees**. In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

27. **Headings**. The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

28. **No Third-Party Rights/No Joint Venture**. This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

29. **Assignability.** The rights and responsibilities of Owners and/or Master Developer under this ARMDA may be assigned in whole or in part by Owners and/or Master Developer with the consent of the City as provided herein.

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

29.2. **Related Entity.** Owners' transfer of all or any part of the Property to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service), Owners or Master Developer's entry into a joint venture for the development of the Project or Owners' pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners. Owners and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

29.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

29.5. **Partial Assignment.** If any proposed assignment is for less than all of Owners or Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Owners and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

29.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

29.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

30. **Binding Effect.** If Owners sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

31. **No Waiver.** ~~No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement. 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.~~

Formatted: Font: 11 pt

32. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

34. **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.

35. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Nate Shipp. The Owners' Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

37. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

38. **Agricultural and Agricultural Related Uses of Property.**

38.1. **Generally.** The Parties acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that this ARMDA and the Community Plan contemplates that such agricultural and agricultural related uses may continue in portions of the Property. Agricultural and agricultural related uses which continue under the terms of this ARMDA may not be expanded or enlarged beyond the scope of operations in place as of the date of this ARMDA and shall not be materially changed unless the change is consistent with the Community Plan. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Vested Laws.

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

39. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

40. **Applicable Law.** This ARMDA 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 irrespective of Utah's choice of law rules.

41. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

42. **Entire Agreement.** This ARMDA, 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.

42.1. **Preservation of White Hills Water Company.** An Agreement styled "White Hills Water Company Transition and Acquisition Agreement with Eagle Mountain City" dated January 19, 2010 between White Hills Water Company, Inc. and Eagle Mountain City, along with any amendments, is hereby specifically preserved.

43. **Conflicts.** ~~The City's Vested Laws shall apply to each Development Application except as the City's Vested Laws are modified by this ARMDA (including all exhibits thereto). It is the intent of the Parties that this Agreement fully comply with the City's Vested Laws and the Parties believe that no conflict between this Agreement and the City's Vested Laws exists. Nevertheless in the event of a conflict between This ARMDA and the Community Plan shall control in case of differences with the City's Vested Laws, the City's Vested Laws shall control.~~

44. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of

title for the Property. This ARMDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the City Recorder and each Party shall also have an identical copy.

45. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on _____, 2023.

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

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney
Approved as to form and legality

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, Manager

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2022, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the **MAYOR OF EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, 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

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, 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

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSFJV, 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

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me _____, duly sworn, did say that they are the _____ of GRANT SMITH FARMS, 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

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, 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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Master Plan
Exhibit "C":	Community Plan
Exhibit "D":	City's Vested Laws (on file with City Recorder's Office)
Exhibit "E"	Development Application and Approval Process
Exhibit "F"	Culinary Water System Plan
Exhibit "G"	Sanitary Sewer System Plan
Exhibit "H"	Storm Water Plan
Exhibit "I"	Phase 1 Plan
Exhibit "J"	Park Maintenance Agreement
Exhibit "K"	Technical Guidelines
Exhibit "L"	Data Center Overlay Zone
Exhibit "M"	Legal Description of Property Eligible for <u>Within</u> Data Center Overlay Zone

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A'; THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89° 34' 58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET; (2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S. 356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B

INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

PROJECT AREA PARCEL 2

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

PROJECT AREA PARCEL 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0° 38' 09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 23' 25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0° 22' 17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

BSA PROPERTY

(To be included pursuant to Section 4.11.1 of the ARMDA)

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100.00 ACRES

EXHIBIT B
Master Plan

EXHIBIT C
Community Plan

[see following pages]

EXHIBIT D
City's Vested Laws

[on file with City Recorder's Office]

EXHIBIT E

Development Application Review and Approval Process

~~The City's Vested Laws shall apply to the processing of each Development Application except as the City's Vested Laws are modified by this ARMDA and this Exhibit "E" and Exhibit "L."~~

Formatted: Font: (Default) Arial, 9 pt

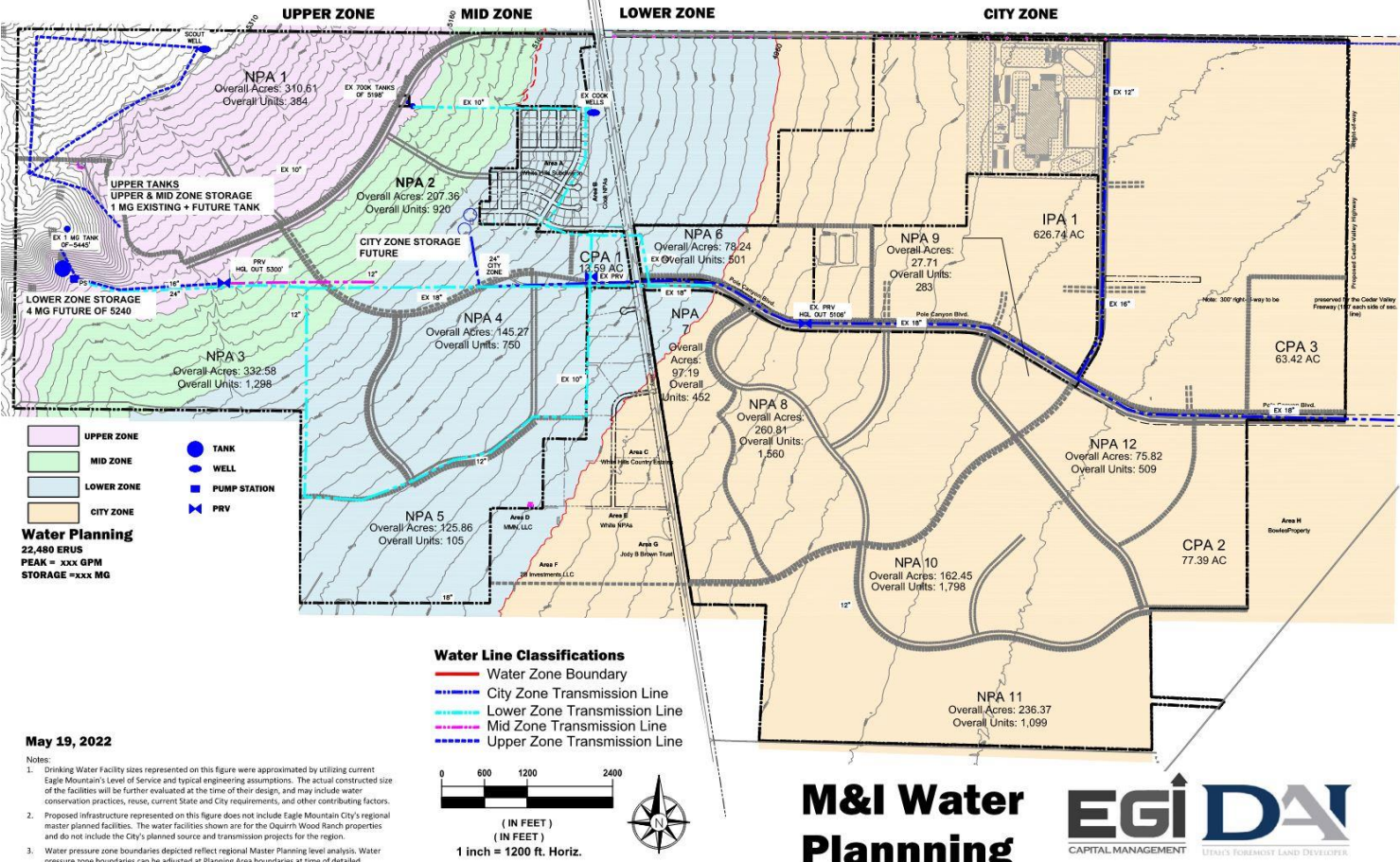
Formatted: Justified

TYPE OF APPROVAL	APPROVING BODY
Single Family Home Building Permit	City Staff (with ARC certification of compliance)
Subdivisions for Individually Platted Residential Dwelling Units	City Staff (with ARC certification of compliance) ¹
Apartment Dwelling Unit Site Plans	City Staff (with ARC certification of compliance) ¹
Commercial Site Plans	City Staff (with ARC certification of compliance) ¹
Vertical Mixed-Use Site Plans	City Staff (with ARC certification of compliance) ¹
Initial Conditional Use Permit	Hearing Officer²
Modification to Initial Conditional Use Permit	Planning Commission
Home Occupation Permits	City Staff (with ARC certification of compliance)
Open Space Design	City Staff
Park Proximity (Community Plan p. 3-01)	Administrator
Location of CPA 2 and CPA 3 (ARMDA § 4.12)	Administrator

~~¹-If immediately adjacent to an individually Platted Residential Dwelling unit that has been sold to resident (and not separated by a road or other open space) then Planning Commission review and approval is required.~~

~~²-The "Hearing Officer" shall be the City's "Appeal Authority" as that term is defined in the City's Vested Laws.~~

EXHIBIT F **Culinary Water System Plan**



WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide drinking water to the West Side Service Area (WSSA). This planning covers the property within the Pole Canyon Community Plan being property controlled by Oquirrh Wood Ranch (OWR). It is intended that this document be the basis for planning infrastructure and identifying probable water demands for the WSSA. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

The specific objectives of the document include:

- Identify Level of Service parameters for the drinking water system
- Quantify existing demands on the drinking water system
- Identify existing infrastructure with allocated capacity
- Estimate future growth demands
- Identify System Level Improvements & pressure zone boundaries

Existing Water System

During the late 1970's and early 1980's the existing water system was constructed. The system was owned and operated by the White Hills Water Company (WHWC). Currently 121 residential connections are provided water services for both indoor and outdoor demands. In 2008 OWR Principals took over the ownership and operation of the WHWC. In 2010, OWR and Eagle Mountain City entered an agreement that, after certain conditions were met, the existing water system would be phased into the City, wherein the City would own and operate the facilities. Any excess capacities within the source, storage, and distribution systems conveyed to the City would be reserved for OWR for future development. OWR made improvements to the water system as well as constructed new water pipelines. The following are existing facilities that have been or are planned to be provided to the City:

Source – The current water supply is from groundwater sources through two wells (Cook Well #1 & #2). Cook Well #1 was the original source of water for the WHWC. In 2017 OWR as Owner/Operator the WHWC replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well, Cook Well #2 to provide a redundant water source for the system. Both wells are within the same site. Each well have been rated at a capacity of 1,200 gpm each with their current installed pumps while pumping to the existing White Hills lower tanks site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need of a redundant water source. At such time additional water source is developed to feed into the west service area then the present combined capacity can be increased to 2,400 gpm. From well logs and a hydrogeologic evaluation the potential capacity of each well is approximately 2,200 gpm. Again, at such time additional water source is developed to feed into the west service area then the potential combined capacity can be increase to 4,400 gpm The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Wells #1 and #2:

Table: Existing Source Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Proposed Increased Capacity (gpm)
Original Cook Well #1	1,200	100	1,100	2,200
New Cook Well #2	1,200	0	1,200	2,200

Transmission/Distribution – Pipe diameters are reported to range from 6-18 inches in diameter. Improvements have been made to pipelines in accordance with condition of acceptance of the pipelines by the City. Namely replacement of a 10" water line in Wilson Ave. with 10" C900 PVC, a casing crossing of Hwy 73 with 10-inch C900 PVC, and a 10-inch PVC C900 line has been installed along the east side of Hwy 73. A PVC C900 line has also been installed to the White Hills Country Estates Subdivision. From SR-73 to the Tyson Foods site an 18-inch PVC C900 line was installed during November & December of 2019. The transmission line capacity will also be utilized by OWR for future developments. An 18-inch PVC C900 transmission line was constructed to the west of SR-73 as a transmission line to a future tank. This line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Table: Transmission Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Pipe Length (ft)
Pole Canyon Blvd 18 - Inch C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700'
Tyson Pkwy 16-Inch C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250'
Tyson Pkwy 12-Inch C900	1,661	28 (1.7%) Tyson 1.5" Connection	1,633 (98.3%)	1600'
West Transmission Line 18-inch C900	3,621	0	3,621 (100%)	4585'

Storage – There are currently three storage tanks within the system. However only the two lower tanks are active and online and under ownership and operation of the City. The upper tank will be placed into the system once a transmission line is activated to the tank. All tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and includes existing residents and Tyson Foods Peak Day Demands:

Table: Existing Storage Tank Summary

Name	Capacity (gal)	Existing System Use (gal)	OWR Available Capacity (Gal)	Overflow Elevation (ft)
Lower Tank #1	220,000	220,000	0	5198'
Lower Tank #2	550,000	548,000	2,000	5198'
Upper Tank	1,000,000	0	1,000,000	5445'

The water storage tank capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

Pressure Zones – There are currently three pressure zones in the system. The main zone that provides pressure to White Hills Subdivision. The City zone that through a PRV provides pressure to Tyson Foods. A smaller zone provides decreased pressures to the White Hills Country Estates through a PRV.

Future System

Level of Service Requirements - The Eagle Mountain drinking water system provides indoor water, outdoor irrigation and fire protection. The following are proposed level of service parameters for the WSSA demands, and pressure requirements. These parameters include some as currently found in the City's proposed 2021 Impact Fee Facility Plan (IFFP '21), or as proposed by OWR:

- 20 psi residual pressure during Peak Day + Fire Flow Events (IFFP '21)
- 30 psi during peak instantaneous demands (IFFP '21)
- 40 psi during peak day demands (IFFP '21)
- 0.30 Ac-ft/yr for single family indoor (HAL Memo dated July 26, 2022).
- 0.24 Ac-ft/yr for multi family or active adult (HAL Memo dated July 26, 2022).
- 3.20 Ac-ft/yr for outdoor turf grass landscaping (HAL Memo dated July 26, 2022).
- 1.43 Ac-ft/yr for outdoor water-wise/xeriscape (HAL Memo dated July 26, 2022).
- 375 gpd/ERC for peak indoor day demand single family – (Minimum Sizing Standard, Division of Drinking Water for Saratoga Springs letter dated March 31, 2020)
- 300 gpd/multi family or active adult residence peak indoor day demand (20% reduction to SF)

- 5.0 gpm/irrigated acre for peak outdoor day demand as turf (increased from City's 3.96 gpm/irrigated acre demand by 25%)
- 2.23 gpm/irrigated acre for peak outdoor day demand as xeriscaping/water wise landscape (44.69% of turf demand per HAL Memo dated July 26, 2022).
- 268 gpd per single family indoor storage (average day demand per HAL Memo dated July 26, 2022).
- 214 gpd per multi family or active adult indoor storage (reduction of single family by 20%)
- 2848 gpd per irrigated acre for outdoor storage (City 2021 LOS per IFFP).
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours for new construction (Actual will depend on Fire Marshall requirements for Industrial and Commercial).
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (Tyson Foods – Ph 1)

Outdoor landscaping for each area will be determined by the Developer utilizing some waterwise/xeriscaping. Water demands, storage, and source will be computed utilizing the above referenced level of service.

Planned ERUs – The Development Agreement update provides for 9659 residential ERU's.

Planned Pressure Zones – The attached figure provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be through the Upper Tank HGL. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum City pressure standards with a maximum pressure of 120 psi.

Future Facilities

Source/Pumping – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid and Lower Zones.

For water supplied to the Pole Canyon Community Plan area by Central Utah Water Conservancy District (Central Water Project) the end user shall pay for the "source" component of the CUP water at the City's then current fees and rate.

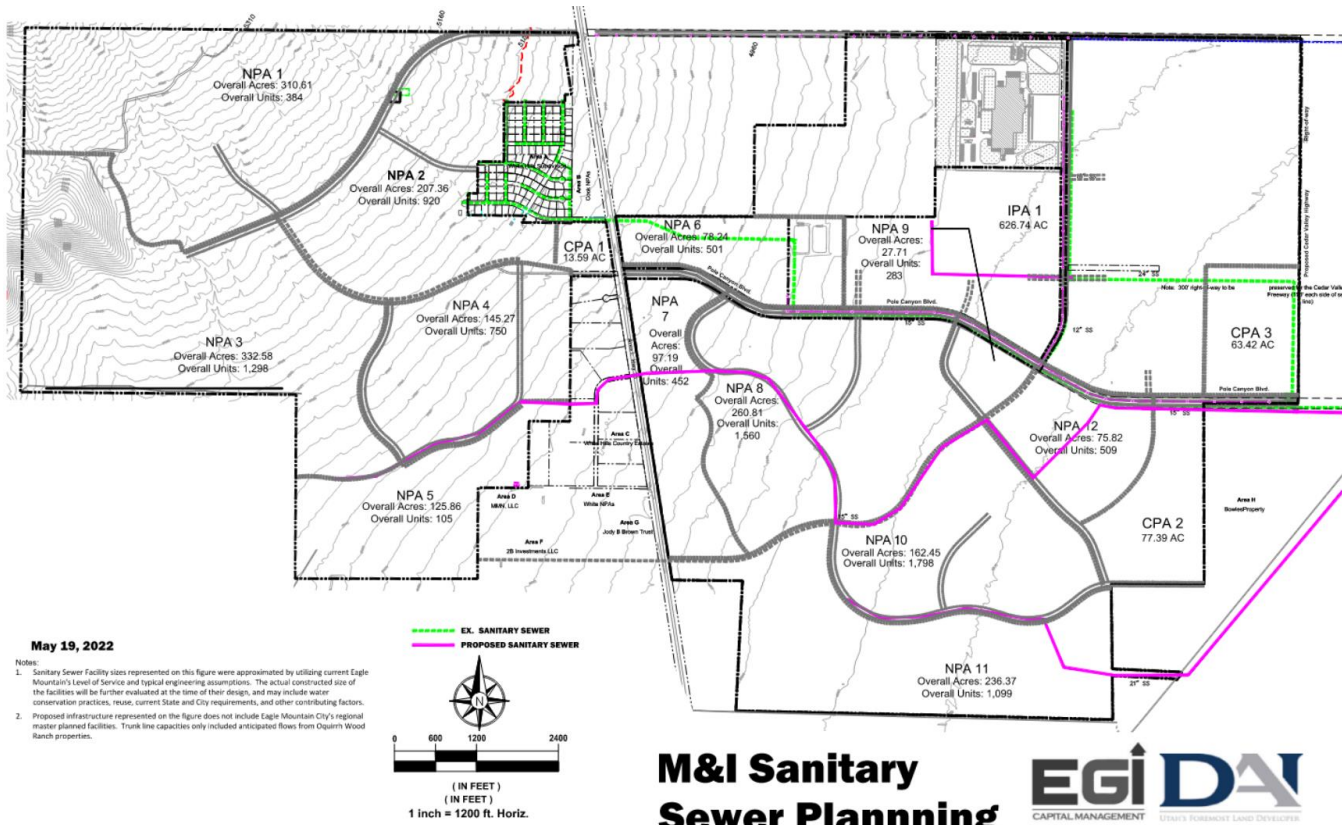
Storage – The following are anticipated storage locations for each zone:

- Upper/Mid Storage – 1.0 MG Existing Tank plus Future Tank (Suggest moving Existing WH 500k Tank)
- Lower Storage – 4 MG Total, 2 MG needed by OWR and 2 MG by City
- City/Industrial Storage – Placed near open space northeast of White Hills Subdivision

Transmission – Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR.

EXHIBIT G

Sanitary Sewer System Plan



WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide sanitary sewer (SS) service to the West Side Service Area (WSSA). This planning covers the property holdings of Oquirrh Wood Ranch (OWR) as of March 2022. It is intended that this document be the basis for planning infrastructure and identifying probable sewer demands for the WSSA. The information included will be a guide for development of the sanitary sewer system facilities in serving both current and future needs. The document will focus primarily on System Infrastructure.

The specific objectives of the document include:

- Quantify existing sanitary sewer flows
- Identify existing infrastructure with allocated capacity
- Determine future growth and sewer loading
- Identify general system improvements

Original Sanitary Sewer System

During the late 1970's and early 1980's the existing sanitary sewer system was constructed. The system was owned and operated by the White Hills Special Service District (WHSSD). Currently 110 residents are provided sanitary sewer services. In 2010 the WHSSD and Eagle Mountain City entered into an agreement to convey the sewer collection system and treatment lagoons to the City once certain improvements were completed including rehabilitation of the lagoons. Upon further evaluation it was determined the preferred approach would be to abandon the lagoons and convey the sewer flows to the City's wastewater treatment facility. To date all of the needed improvements have been completed to the satisfaction of the City and the City now owns and operates the existing sewer infrastructure. The following are existing facilities that have been provided to the City:

Sewer Lines – Pipe diameters are reported to range from 8-12 inches in diameter. Improvements have been made to pipelines to get them in a satisfactory condition for the City. Pipes within the subdivision are 8-inch in diameter except for the main 12-inch trunk line in Wilson Ave that terminates at the Lagoons.

Lagoons – The lagoon system has been deemed by the Utah Division of Environmental Quality (DEQ) to be non-conforming. The lagoon system has been bypassed when the Pole Canyon Lift Station and Force Main were operational (May 2021). The Lagoon will be decommissioned per previous agreements between the City and WHSSD.

DEQ Funded Infrastructure

Due to the non-conformance of the existing sewage lagoon the City acquired funding both in grant and a low interest loan to convey sewage to the City's treatment facility. The original project anticipated a 12-inch gravity line from the terminus of the original WHSSD piping, at the lagoon, to the OWR east property boundary. This project is known as the Pole Canyon gravity line. The overall DEQ project also anticipated the construction of a small lift station at the east boundary of OWR and 6-inch force main to the City's trunk line in Pony Express Road. OWR provided additional funds to upsize the gravity line to a 15-inch. The gravity line is active to the new lift station location.

During the summer of 2019, OWR contracted with Tyson Foods to develop a parcel of land. Due to the sanitary sewer project flows it was necessary to halt construction of the lift station and force main. It was agreed upon by the City and OWR that a larger lift station and force main would be constructed. DEQ agreed that remaining funds could be utilized for the planned larger facilities. However, the additional upgrade costs will be borne by OWR.

Tyson Foods Sanitary Sewer Infrastructure

The following are infrastructure recently constructed to provide Tyson Foods and other development adequate sanitary sewer capacity. The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system. It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

Sewage Lift Station – The initially planned small lift station was deemed inadequate for the Tyson Foods flows. It was therefore agreed that a larger lift station would be constructed at the same location as the smaller station. The lift station has an initial capacity of 1,000 gpm with the opportunity to expand to 2,000 gpm. The lift station has been deemed as temporary until there is sufficient funding for a gravity line from the station to the City's treatment plant. Included in the lift station are the pumps, piping, valving, enclosure, generator, permanent power, emergency pond and fencing all per the City's standard design.

Sewer Lines –

- Tyson Parkway 18 & 12-inch PVC trunk lines. These lines have been constructed within Tyson Parkway and convey sewage from Tyson Foods to the south within piping beneath Tyson Parkway. A 12-inch line has also been installed in Tyson Parkway that would convey lesser flows to Pole Canyon Blvd.
- Tyson Parkway Extension 24-inch PVC trunk line. This line conveys Tyson Food flows and other future development along an easterly proposed road alignment to near the OWR eastern boundary and then south to the end of the existing 15-inch Pole Canyon gravity line. This line was constructed at the end of 2020 and is actively conveying sewage flows from Tyson Foods to the lift station.
- Pole Canyon 12-inch HDPE forcemain. The forcemain is in lieu of the smaller 6-inch line provided in the DEQ funding package. The larger 12-inch line provides for 2,000 gpm capacity. The forcemain conveys sewage from the Pole Canyon Lift Station to the Pony Express City gravity line. The force main was completed in November 2020.

Wastewater Treatment – Treatment for the generated wastewater within the OWR property will be treated through the City's facilities. Treatment facilities are in the process of being upsized to adequately treat Tyson Foods effluent along with other city-wide development.

Future System

Level of Service Requirements - The Eagle Mountain sanitary sewer system provides the conveyance and treatment of wastewater generated within the City's boundary. The following are level of service demands, and requirements:

- 220 gpd per single family residence (Eagle Mountain Proposed 2022 Impact Fee Analysis)
- 176 gpd per mutli family or active adult residence (20% reduction of SF)
- Commercial and Industrial flowrates will be determined on a case-by-case basis.

To comply with DEQ requirements it is assumed that any piping 12-inch and less will require a 4.0 peaking factor with design of the piping to not be more than 50% full. For piping larger than 12-inch a peaking factor of 2.5 will be provided with piping not to exceed 75% full.

Planned ERUs – The 2022 Development Agreement provides for 9659 residential ERU's. The Commercial and Industrial area is planned for approximately 910 acres. The total flowrate for the development was estimated to be the capacity of a 36-inch pipe at a slope of 0.072% or 9,523 gpm.

Tyson Flows – Tyson Foods has provided a Phase 1 peak flowrate of 700 gpm. Their agreement, should additional processes be added, is a peak flowrate of 1,300 gpm.

White Hills – In the City's 2020 Sanitary Sewer Impact Fee Facility Plan the White Hills subdivision flowrate was estimated at 52 gpm.

Future Facilities

Development Trunk Lines – Trunk lines are planned to follow roads. The figure provides the anticipated backbone for OWR sewer conveyance system. A Major southern trunk line is planned to convey flow from future development west of SR-73 to the east and terminate at Pole Canyon. It is anticipated that the major trunk lines will have diameters of 15-24 inches.

Minor collection lines will be provided throughout the development in sizes ranging from 8-12 inches. Capacity will be determined during design with actual slopes. Due to the flat slopes on the east end of the OWR property it is anticipated that trunk lines will be constructed with flow through manholes poured in place around the pipe.

Offsite Trunk Line – A single offsite trunk line has been planned from the eastern boundary of OWR to the treatment plant. Conceptual planning has provided the need for a 36-inch pipe due to slope and anticipated flowrates. Planning calculations have shown that OWR will require all of the capacity of the trunk line. The 36-inch pipe is planned to connect into a 42-inch pipe at Tiffany Lane. The 42-inch pipe was constructed during 2020 and was funded by the Eagle Mountain Founders group.

Future Development Credit for Sewer Infrastructure - The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

The following Table provides total capacity and remaining capacity for sanitary sewer facilities as constructed or funded by OWR:

Table: Capacity Summary

Name	Capacity (gpm)	Existing System Use (gpm) @ LOS of 220 gpd	OWR Remaining Capacity (gpm)	Remaining ERUs @ LOS of 220 gpd
Pole Canyon Blvd 15 -Inch SS to Lift Station	1,375 ID=14.3" S=0.25% n=0.011	46 (3.3%) White Hills	1,329 (96.7%)	3,480
Tyson Pkwy 18-inch SS to 24-inch SS	1,513 ID=17.6" S=0.10% n=0.011	700 (46.2%) Tyson Flows	813 (53.8%)	2,130
Tyson Pkwy 12-inch SS to Pole Canyon	404 ID=11.8" S=0.20% n=0.011	0 (0%)	404 (100%)	1,058
Tyson Pkwy 24-inch SS Extension to Lift Station	5,530 ID=23.3" S=0.20% n=0.009	700 (12.7%) Tyson Flows	4,830 (87.3%)	12,645
Pole Canyon 12-inch HDPE Forcemain	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283
Pole Canyon Lift Station, Ultimate 2,000 gpm	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283

Treatment – The City will treat future wastewater flows generated within the OWR holdings. The City has identified in Master Planning ongoing improvements at the Waste Water Treatment Plant to adequately process future growth flows.

EXHIBIT H
Storm Water Plan

WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide storm drainage service to the West Side Service Area (WSSA). This document covers the property holdings of Oquirrh Wood Ranch (OWR) and is intended to be the basis for planning infrastructure for the WSSA. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure.

The specific objectives of the document include:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

Original White Hills Storm Drain System

When the original White Hills subdivision was constructed the conveyance for storm water runoff was adjacent waterways as typical rural development. Roadway generated runoff followed the curb and gutter and discharges into drainage ditches adjacent to SR-73. It appears that there has been past flooding within the cul de sacs low points. To mitigate flooding a curb inlet box has been installed to control runoff from passing through developed residences. It also appears that a large cutoff ditch was constructed to the north of the development to direct Pole Canyon and other hillside runoff away from the subdivision. There appears to be no other drainage systems except for culverts crossing UDOTS SR-73 highway. Historic drainage channels have been removed during the decades of farming and any runoff generated onsite has been distributed to the dry farms in the area.

Offsite Drainage Conditions

The Pole Canyon drainage area which encompasses approximately 6,900 acres is conveyed primarily through the project area from the mountain watershed. Facilities will be planned to adequately manage the runoff.

Past Stormwater Runoff Analysis

In May of 2009, Aqua Engineering provided a Storm Drainage Analysis for the OWR property (Pole Canyon Area). The analysis provided for overall conveyance locations, runoff values for the foothills, and other hydrologic information. The analysis assumed strategic concentration points based on topographic natural conveyance points rather than following an alluvial fan regime. This storm drain plan however, should be modified to incorporate recent LID strategies. Also of note, the analysis correctly identifies poor draining soils toward the east of the project where mostly silts are found in the upper soil layers. Special attention must also be followed to avoid placing infrastructure near collapsible soils.

Level of Service Requirements

The following are level of service requirements as found in the City's 2012 Impact Fee Rate Analysis, Nov 2012:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm even and identify areas where flooding may occur

- Require detention of all improvements that will limit discharge to calculated pre-developed flows. Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

Strategies for OWR Stormwater Runoff

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications. This strategy has been planned for Pole Canyon Blvd.
- Provide large regional retention ponds within parks where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development. This was required for the Tyson Foods property.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential landowners to contain runoff on their lots.
- Residential development will likely require piping to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

Future Facilities

Conveyance facilities are planned to parallel roadways and run from the west to east. Regional parks have been identified to also act as retention/detention ponds. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use.

The Pole Canyon channel and other smaller canyon channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

Capacity

Excess storm drain capacity within future constructed facilities, will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

EXHIBIT I
Phase 1 Plan

EXHIBIT J

Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT

[park description]

This Public Park Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"); and _____ a _____ ("HOA"). City and HOA may be referred to herein collectively as "Parties" or individually as a "Party."

RECITALS

A. There is, within the boundaries of the City, a master planned project known as Firefly ("Firefly") which is currently being developed by Oquirrh Wood Ranch, LLC ("Master Developer").

B. As part of Firefly, Master Developer is constructing substantial parks, trails, and open space ("PTOS"). A portion of the PTOS will be dedicated to the City for general public use and enjoyment (collectively the "Public PTOS"). The remainder of the PTOS (collectively the "Private PTOS") will be owned, managed, and/or maintained by the HOA.

C. Master Developer desires that the Public PTOS be maintained to a standard similar to the Private PTOS.

1.

D. The City is willing to allow HOA to maintain certain aspects of the Public PTOS at HOA's cost. Accordingly, this Agreement is in the best interests of the City and the general public with regard to the maintenance of the Public PTOS.

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

AGREEMENT

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Maintenance of Public PTOS.** HOA agrees to maintain the Public PTOS as set forth in the attached Exhibit "A" subject to the terms and conditions of this Agreement.

2.

3. **Scope of Maintenance; Standards.** The scope and standards of maintenance for the Public PTOS are set forth in the attached Exhibit "B" (collectively the "Maintenance Standards").

4. **Maintenance and Operation Costs.** The Parties agree that maintenance and operation costs for the Public PTOS shall be as follows:

- a. **Maintenance Standards.** HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".
- b. **Hardscapes.** City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

c. Power. City shall pay all of the electricity costs associated with the Public PTOS.

d. Water and Sewer. City shall pay all of the water and sewer costs for the Public PTOS.

3.

5. Water Usage. If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.

4.

6. Failure to Meet Maintenance Standards. If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.

7. Reports. Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.

8. Term; Optional Renewal. This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.

9. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10. Notices: Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To HOA: _____

With a copy to: Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E. Suite 204
Draper, UT 84020
nate@daiutah.com

11. Amendments. This Agreement may be amended only by a writing executed by HOA and an authorized executive official or representative for City.

12. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for both the City and HOA, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Remedies.** Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **Attorney Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

18. **No Third-Party Beneficiaries.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

19. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.

20. **Indemnity.** City shall indemnify and hold harmless HOA, and each of HOA's respective directors, officers, agents, employees, and contractors ("Indemnitees") from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with any negligence or misconduct of HOA, its directors, officers, agents, employees, and contractors. This Indemnity coverage of this Section 20 shall survive the termination of this Agreement.

21. **Entire Agreement, Counterparts and Exhibits.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

22. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by HOA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with HOA. Any materials for which HOA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify HOA of any requests made for disclosure of documents submitted under a claim of business confidentiality.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

~~JEREMY COOK~~MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

[if any fixtures or aspects of the Public PTOS are not subject to this maintenance agreement, list here]

SAMPLE

EXHIBIT B

Maintenance Standards

[these standards are generic and may be modified by the parties on a case-by-case basis]

I. Turf Maintenance

1. Mowing and Edging

- a. Turf lawn must not exceed 4" in length and may not be cut shorter than 2.5 inches.
- b. Trim edges of turf lawns at least twice a month or as often as needed to maintain a neat and tidy appearance. Use a blade edger for all turf edges including areas where turf abuts planter beds, curbs, paving, etc.

2. Seeding

- a. Seeding will be done as needed to maintain a thick, healthy turf. Thinning or bare areas shall be seeded on a regular basis, until a thick, healthy turf is established. Overseeding should be completed in conjunction with aerification.

3. Fertilization

- a. There shall be no less than four applications of fertilizer throughout the turf growing season. Fertilizer mixes should be based on the nutrient needs of the turf and soil. Master Developer and/or HOA may determine the appropriate fertilizer for the season.
- b. The spring and fall fertilization applications shall include a pre-emergent herbicide and a broadleaf herbicide.
- c. Inspect the turf monthly for grubs, insect, fungus or rodents and treat with the appropriate remedy until the issue has been resolved.

4. Aeration

- a. All turf grass areas shall be aerified at least once a year.

5. Weed Control

- a. All turf areas shall be maintained weed free. RSL may determine and utilize the most effective methods of weed control.
- b. All native grass areas shall be maintained free of broadleaf weeds.
- c. Use only State-approved herbicides to control weed growth in turf areas.
- d. Turf will receive at least two annual applications of selective broadleaf weed herbicide per year. Application will ideally be executed in the spring and fall months as weather permits.

6. Irrigation

- a. Turf shall be irrigated such that a healthy turf persists and grows vigorously throughout the growing season.
- b. The irrigation system and all its integrated components shall be maintained to function as designed.
- c. An irrigation audit will be performed weekly during the operational season to ensure that the irrigation system is functioning as designed.

- d. All irrigation systems shall be winterized each year prior to November 30th. Winterizing requires compressed air to be blown into each line, where reasonable, fully removing all water and minimizing chance for damage.

II. Tree and Shrub Maintenance

1. All mulched areas around trees and shrubs, including tree wells, shall be maintained weed-free.
2. All dead plant material shall be removed and replaced with the same or similar material.
3. Annual pruning and deadheading of trees, shrubs and grasses shall be performed.
4. All trees, shrubs and plant material shall be watered sufficiently to promote vigorous growth through the growing season.
5. Inspect all trees monthly through the growing season and treat any disease or insect/borer infestation with the appropriate pesticide or fertilizer.

III. Playground Maintenance

1. A biennial playground audit shall be performed by a Certified Playground Safety Inspector (CPSI).
2. Playground equipment must comply with American Society for Testing Materials (ASTM) and U.S. Consumer Product Safety Commission standards (See ASTM F1487-17, ASTM F2223-15, ASTM F1292-17, and CPSC Public Playground Safety Handbook).
3. All playground components that do not comply with the above regulation must be immediately removed from service and repaired.

IV. General Maintenance

1. All loose trash and debris shall be picked up and disposed of on a weekly basis.
2. All trash receptacles and dog waste stations shall be emptied on a weekly basis.
3. Dog waste stations shall always be stocked with disposable bags.
4. Any graffiti or vandalism shall be cleaned up or repaired as soon as possible.
5. All fencing shall be maintained in good repair. Any damaged sections of fence shall be repaired or replaced as soon as possible.
6. City shall provide Master Developer and/or HOA with 30 days' prior written notice (or as soon as reasonably practicable) before closing any Public PTOS for any reason.

EXHIBIT K
Technical Guidelines

[see following pages]

EXHIBIT L
Data Center Overlay Zone

D-1

[Error! Unknown document property name.](#)[Error! Unknown document property name.](#)4882-2586-5532.v11

EXHIBIT M

Legal Description of Property ~~Eligible for~~ Within Data Center Overlay Zone

A PARCEL OF LAND SITUATE WITHIN EAST HALF OF THE WEST HALF (E-1/2 OF W-1/2) AND THE EAST HALF (E-1/2) OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°22'24" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2592.46 FEET, TO THE PROPOSED NORTHERLY LINE OF POLE CANYON BOULEVARD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°40'33" WEST, A DISTANCE OF 2619.49 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 923.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 30°36'36", A DISTANCE OF 493.11 FEET, THE LONG CHORD OF WHICH BEARS NORTH 74°22'15" WEST, A DISTANCE OF 487.26 FEET; (3) NORTH 59°03'57" WEST, A DISTANCE OF 722.41, TO THE EASTERLY LINE OF TYSON PARKWAY, AS SHOWN ON THE TYSON SUBDIVISION, RECORDED AS ENTRY NO.: 95910:2019, MAP NO.: 16725 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 30°56'03" EAST, A DISTANCE OF 389.58 FEET, TO A POINT OF CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 700.00 FOOT-RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 30°32'01", A DISTANCE OF 373.04 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°40'03" EAST, A DISTANCE OF 368.64 FEET; (3) NORTH 0°24'02" EAST, A DISTANCE OF 3998.96 FEET, TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'51", A DISTANCE OF 78.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°29'58" EAST, A DISTANCE OF 70.83 FEET, TO THE SOUTH LINE OF PROPOSED 4000 NORTH STREET (POLE LINE ROAD); THENCE SOUTH 89°23'59" EAST, ALONG SAID SOUTH LINE BEING 47.00 FEET PERPENDICULARLY DISTANT TO AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 696.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE; THENCE SOUTH 89°24'26" EAST, CONTINUING ALONG SAID SOUTH LINE AND 47.00 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2001.11 FEET, TO THE WEST LINE OF THE ROBYN G. WALDEN (ETAL) PARCEL 59:048:0005, BEING AN ALIQUOT LINE OF THE SECTION; THENCE ALONG SAID WALDEN PARCEL AND THE ALIQUOT SECTION LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°38'09" WEST, A DISTANCE OF 621.50 FEET, TO A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." MARKING THE NE-NE 1/64TH CORNER; (2) SOUTH 89°23'25" EAST, A DISTANCE OF 669.91 FEET, TO THE N-N 1/64TH CORNER COMMON TO SAID SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTION 15 & 16, A DISTANCE OF 2006.12 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 17,451,106 SQUARE FEET, OR 400.622 ACRES.

firefly



A **DAI** Community

STANDARDS & TECHNICAL GUIDELINES

A. CONSTRUCTION INSPECTION

Reference: Eagle Mountain City Construction and Design Standards Chapter 3 – Inspections
City Code Chapter 15.15 – Inspection

Standards: In any event where the City cannot perform timely inspections, a third-party inspector may be utilized, and the City shall waive the project inspection fee. Utilization of third-party inspection shall be approved by the City. Recording of plats will not be subject to payment of inspection fees in cases where third-party inspector is utilized and inspection fees are waived. Third Party Inspector will also have the ability to GPS As-Built all appurtenances per Eagle Mountain City standards.

B. WATER LINES

Reference: City Construction and Design Standards Chapter 7, Section 7.025 – Water Main Bedding Material
City Code Chapter 15.35.030 – Water Main Bedding Materials

Standards: Master Developer may elect to use bedding sand for water line meeting manufacture recommendations for bedding material. Gradation and sample are to be provided to City Engineer for review. Crusher fines will not be allowed. This may be reviewed where rocky conditions exist west of Hwy 73.

Reference: City Construction and Design Standards Chapter 7, Section 7.030 – Water Main Type and Locations
City Code Chapter 15.35.040 – Water Main Type and Locations

Standards: For water main pipelines larger than 12" diameter, the Master Developer may elect to utilize PVC water main line with minimum working pressure rating of 235 psi or DR18.



C. SEWER

Reference: Eagle Mountain City Construction and Design Standards Chapter 9, Section 9.050 – Manholes Base

City Code Chapter 15.45.050 – Manhole Bases

Standards: For sewer lines with diameters 24" and larger the pipes may be laid through a manhole for a straight section of pipe without the 0.2' of fall through the manhole. The manhole shall be doghouse style with cast-in-place concrete base and the top of pipe cut out in the pipe within the manhole for access. For sewer lines diameters 15" to 24"; slopes, velocities and circumstances will be reviewed with the City on a case-by-case basis for approval to lay pipe straight through manholes without 0.2' of fall through the manhole. The method of constructing manholes without a drop has been approved for improvements for the in-place sewer line serving Tyson Foods and the in-place 42" sewer from Tiffany Lane to the sewer treatment plant.

D. STORM DRAINS

Standards: Drainage swales will be allowed as part of road cross sections with low impact design (LID) approach for storm water facilities. LID swales shall be allowed on Pole Canyon, limited access roads and residential streets where lots are ½ acre or greater. There will be separate LID standards developed in conjunction with Eagle Mountain City within 12 months of approval.

Reference: City Construction and Design Standards Chapter 10, Section 10.050 – Sumps

City Code Chapter 15.50.050 – Sumps

Standards: Sumps will be allowed as part of LID approach for storm water facilities. If sumps are utilized outside of roadways or in detention basins an access service road shall be provided if the City will operate and maintain. Otherwise, the HOA will be responsible for maintenance of sumps outside the roadway.

Standards: Master Developer may elect to implement injection wells and/or infiltration galleries as part of LID practices. Developer will work with City engineers within 12 months of Eagle Mountain City approval to provide details. The Developer understands that the State of Utah will be involved if injection wells are utilized.



E. ROADWAYS

Reference: City Construction and Design Standards Chapter 12, Section 12.020 – Minimum Road Sections

City Code Chapter 16.35.130(b) – Right-of-Way Classifications

Standards: The structural sections for non-residential roads will be based on the CBR values and will be at a minimum the standard residential road section.

Standards: If weather permits, an asphalt lift of 4" shall be allowed with immediate compaction.

Standards: Minimum road slopes shall be 0.50% for roadways with curb and gutter. Rural roadways without curb and gutter to be a minimum of 1.0%. For roads with slopes of 0.5% to 0.75% the design cross slope shall be between 3%-4%.

Standards: For Major Collector and Minor Collector roads a sidewalk/multi-use path will be allowed on one side of the road with allowing for wider drainage swale on opposite side of road as part of LID drainage facilities.

F. DRY UTILITIES

Reference: City Code Chapter 15.10.200 – Underground Utilities

City Code Chapter 15.70.090 – Underground Distribution for New Subdivisions

City Code Chapter 13.15 – Power and Gas

Standards: Overhead power for transmission and distribution within CPA and IPA areas are allowed to be overhead.

G. LOT SIZE TRANSITIONING

Reference: Eagle Mountain City Code Chapter 17.60.150, Lot Size Transitioning

Standards: In Neighborhood Planning Areas (NPAs) 2 and 4 as depicted on the Firefly Land Use Master Plan, a street with lots on both sides of the street of at least 10,000 square feet in size shall abut the existing White Hills Subdivision, Plats A, B, and C. No additional lot size transition areas are required.



H. GARAGES

- Reference:** Eagle Mountain City Code Chapter 17.25.050 C, Parking and Garage Dimensions
- Standards:** All 2-car garage sizes will be a minimum of 20' x 20' from the outside dimensions.
-

I. OUTDOOR LIGHTING

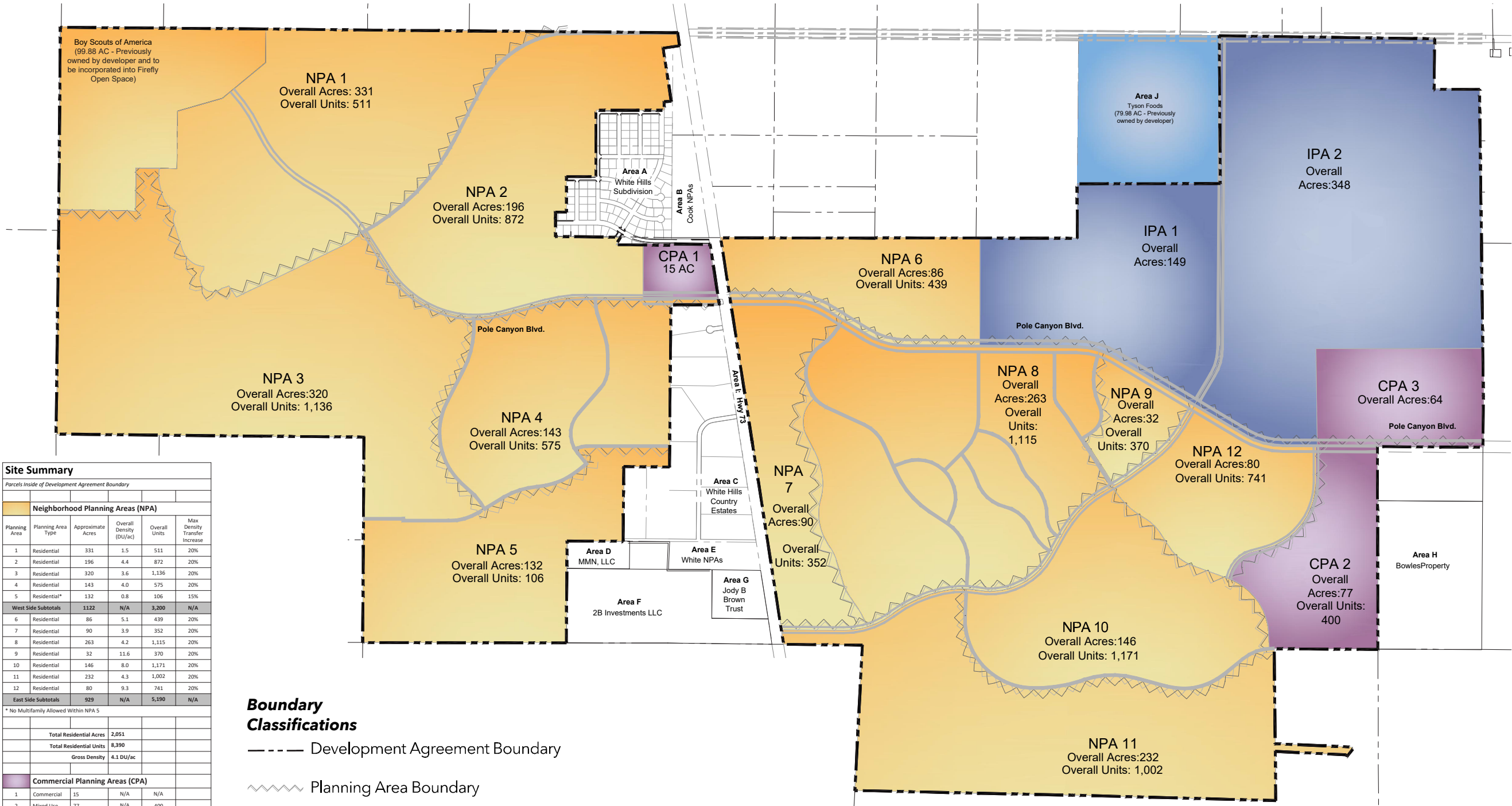
- Reference:** Eagle Mountain City Code Section 17.56, Outdoor Lighting Standards
- Standards:** Master Developer may elect to use outdoor lighting for public art structure, amenities, entrance signs, or other similar features that do not comply with the City's Outdoor Lighting Standards. Any deviations in outdoor lighting standards shall be altered only to the extent necessary to accomplish Master Developer's intent with regard to lighting the public art structures, amenities, entrance signs, or other similar features.
-

J. PARK, TRAILS, AND OPEN SPACE (PTOS)

- Reference:** Eagle Mountain City Code Sections 16.35, 16.10, 16.30, 17.72, 17.25.050 L, and all other City standards or requirements regarding the design, construction, maintenance, or dedication of parks, trails, or open space.
- Standards:** Master Developer shall design, construct, and maintain PTOS within Firefly as established in the PTOS Plan of the Community Plan (Section 03). All other City standards and requirements regarding PTOS are otherwise waived as to Firefly and the only PTOS standards shall be as set forth in the PTOS Plan.
-



LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1122	N/A	3,200	N/A
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		929	N/A	5,190	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres		2,051			
Total Residential Units		8,390			
Gross Density		4.1 DU/ac			
Commercial Planning Areas (CPA)					
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	
Industrial Planning Areas (IPA)					
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres		2051			
Total CPA Acres		156			
Total IPA Acres		497			
Tyson Foods Acreage		80			
Total Dev. Agreement Acres		2784			
Total Residential Units		8,790			
Gross Density		3.16 DU/ac			

Boundary

Classifications

- Development Agreement Boundary
- ~~~~~ Planning Area Boundary
- Firefly Roadway
(See Circulation Plan)

NOTE:

1. All acreages are approximate.
2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
4. Churches, schools, and neighborhood commercial allowed in all NPAs.





firefly

A **DA** Community

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST



firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

TABLE OF CONTENTS

01 PROJECT INTRODUCTION	1-01
About Firefly	1-01
Planning Goals	1-01
02 LAND USE MASTER PLAN	2-01
Land Use Master Plan	2-01
03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN	3-01
Introduction	3-01
Details	3-01
Types of PTOS	3-02
PTOS Standards	3-02
Parks and Amenity Area Phasing Details	3-05
Overall PTOS Spending Schedule	3-06
PTOS Timing	3-06
Community Identifiers & Monumentation	3-08
Public Art Structure	3-08
Entrance Gateway	3-08
Parks, Trails & Open Space Exhibit	3-09
Typical Trail Section Exhibit	3-10
Equestrian Trail Section Exhibit	3-11
Proposed Parks A, B, and C	3-12
A—Community Park	3-13
A—Community Park Examples	3-14
B—Amenity Area	3-15
B—Amenity Area Examples	3-16
C—Regional Park	3-17
C—Regional Park Examples	3-19
Entrance Features / Monument Signage	3-20
Community Wayfinding Signs	3-21
Trail Signage	3-21
Monumentation Plan	3-22
Landscaping Philosophy	3-23
Landscape Water Efficiency Standards	3-23
Examples of Landscaping	3-27
Examples of Community Connectivity	3-28
Examples of Community Events & Lifestyle Programming	3-29
04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE	4-01
Firefly Architectural Review Committee (ARC)	4-01
Master Owners Association	4-01
Firefly ARC	4-01
Single-Family Types	4-02
Single-Family Development Standards	4-03
Examples of Single-Family Home Designs	4-03
Single-Family Setback Exhibit	4-08



Multi-Family Types	4-10
Multi-Family Standards	4-10
Twin Home & Townhome Development Standards	4-11
Examples of Twin Home & Townhome Designs	4-12
Twin Home & Townhome Setback Exhibit	4-14
Apartment & Condominium Development Standards	4-15
Examples of Apartment & Condominium Designs	4-16
Apartment & Condominium Setback Exhibit	4-18
Examples of Residential Housing	4-19
Example Elevation Styles for Residential Homes	4-20
Typical Craftsman Design	4-20
Typical Farmhouse Design	4-21
Typical Scandinavian Design	4-22
Typical Prairie Design	4-23
Typical Utah Traditional Design	4-24
Typical Modern Design	4-25
Sales Signs	4-26
On-Premise and Off-Premise Temporary Community Signs	4-26
Builder Signs for Model Homes, Sales Trailers & Lots	4-26

05 COMMERCIAL DEVELOPMENT STANDARDS

5-01

Commercial Standards	5-01
Business Park / Industrial Planning Area (IPA)	5-01
Commercial Within NPA Areas	5-01
Commercial Planning Areas (CPA)	5-02
Examples of Business Parks, Industrial & Commercial Areas	5-03
Permitted and Conditional Uses for CPA, IPA and NPA Areas	5-04
Continuing Use Restriction	5-11
Commercial/Business Park Signs	5-11
Monument Signs in Commercial Areas	5-11
Pylon & Pedestal Signs	5-12
Wall Signs	5-12

06 TRANSPORTATION

6-01

Roadway Facilities	6-01
Existing Transportation Corridors & Improvements	6-01
Level of Service & General Design Requirements	6-02
Future City Transportation Corridors	6-02
Industrial Zone Area Road Standards	6-02
Roadway Exhibit	6-03
Street Sections	6-04



01 PROJECT INTRODUCTION

ABOUT FIREFLY

Firefly is a master planned community in Eagle Mountain, designed to be “A Place Where Our Children Can Reach Their Full Potential.” The master plan encompasses unique Parks, Trails, Open Space (PTOS), and amenity designs providing activities that encourage our kids to put down their devices and get outdoors. As a result, they will become more well rounded, healthy individuals with the tools needed to reach their full potential.

Firefly is comprised of approximately 2,780 acres of land. Approximately 2,280 acres of the community make up residential, PTOS, and commercial, while an additional 495 acres is dedicated to industrial uses.

Firefly residents will enjoy 356 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

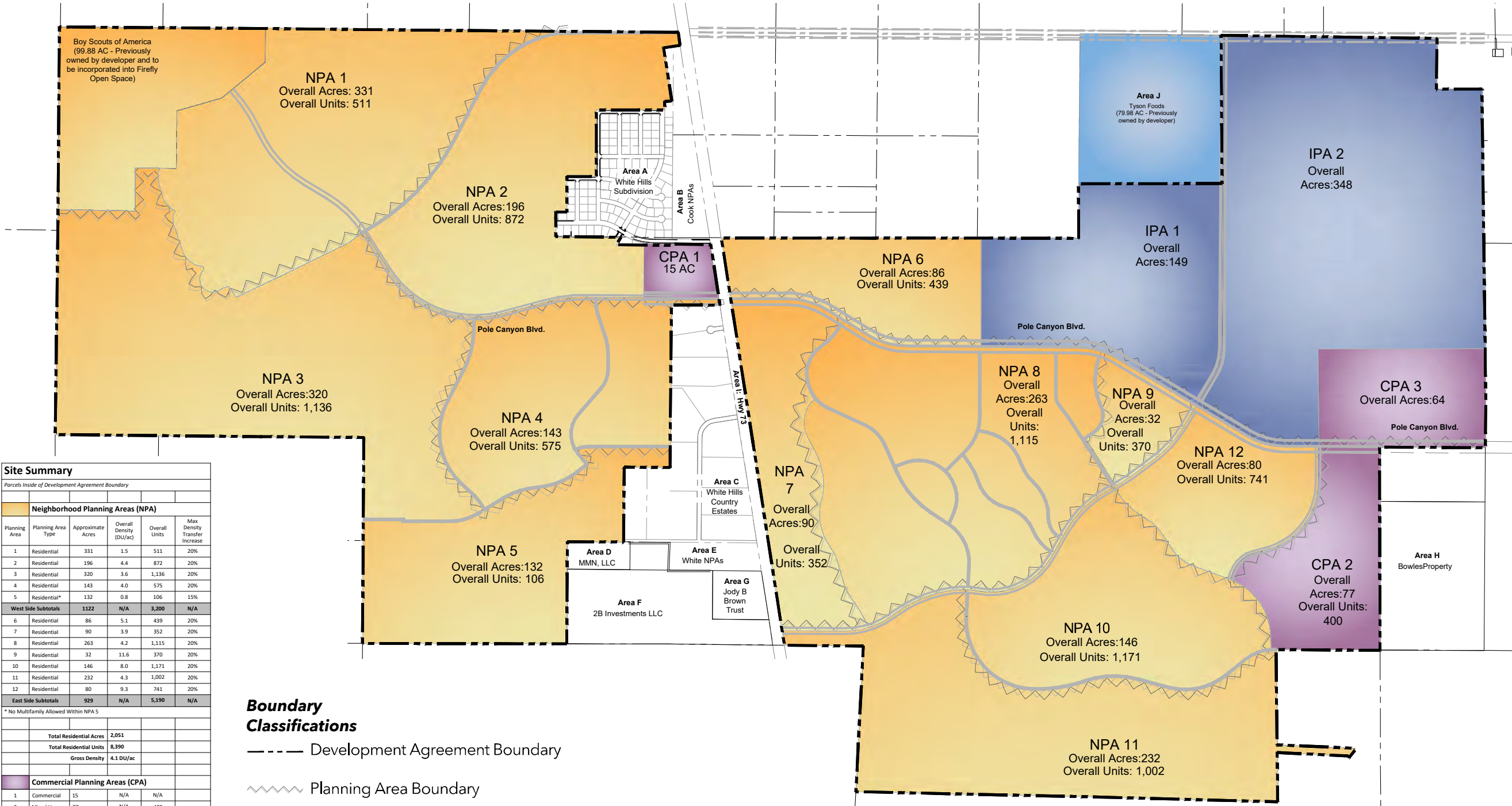
The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

1. Improve the quality of life of families by providing amenities and activities that will enhance their social, emotional, educational, and physical development.
2. Create an active-lifestyle community focused on encouraging our children to get outside and play without their digital devices, which will increase their physical activity, health, and well-being.
3. Create recreational areas and amenities that spark imagination and creativity.
4. Prioritize social and physical connectivity through a network of PTOS assuring homesites have easy access to trails.
5. Create local jobs and tax base by integrating strategically located industrial and commercial use areas.
6. Implement the Firefly Landscape Water Efficiency (LWE) standards establishing water conservation standards for outdoor landscaping.
7. Provide housing types to meet various homeownership needs.
8. Develop quiet, friendly, and safe neighborhoods.
9. Contribute public and private amenities that bolster existing valley-wide parks.
10. Protect and maintain PTOS.
11. Plan for quality, managed growth.
12. Emphasize the area’s incredible views.



LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1122	N/A	3,200	N/A
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		929	N/A	5,190	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres			2,051		
Total Residential Units			8,390		
Gross Density			4.1 DU/ac		
	Commercial Planning Areas (CPA)				
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	
	Industrial Planning Areas (IPA)				
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres			2051		
Total CPA Acres			156		
Total IPA Acres			497		
Tyson Foods Acreage			80		
Total Dev. Agreement Acres			2784		
Total Residential Units			8,790		
Gross Density			3.16 DU/ac		

Boundary Classifications

----- Development Agreement Boundary

~~~~~ Planning Area Boundary

- NOTE:**
1. All acreages are approximate.
  2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
  3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
  4. Churches, schools, and neighborhood commercial allowed in all NPAs.

# 03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

## INTRODUCTION

The Parks, Trails, and Open Space (PTOS) plan includes any use of land for active or passive, public or private, indoor or outdoor space, including such uses as parks, plazas, greenways, playgrounds, or community gardens. In addition, this PTOS plan calls out other uses that are permitted as PTOS within Firefly. The intent of this PTOS plan is to establish uses for the purpose of conservation, preservation, agricultural resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent property. These specific and intended uses, as well as other similar uses not specifically identified herein, but which may satisfy the intent and purpose of PTOS, shall be counted toward the minimum PTOS requirement in Firefly.

## DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 356 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

The PTOS is designed to allow our children to safely walk, bike, run, skateboard, or scooter to parks and amenities that shall be programmed for a variety of activities. PTOS within Firefly may provide both private and public areas for sports and educational experiences, which may include, but is not limited to, soccer, lacrosse, basketball, pickleball, skateboarding, biking, bouldering, horseback riding, astronomy, art, performing arts, agriculture, etc.

The Master Developer will install parks in the approximate locations as depicted within the PTOS exhibit. The approximate park locations shown on the PTOS exhibit may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

In honor of Eagle Mountain heritage, horse trails will be incorporated into the PTOS plan along the western portion of Firefly. The community will also include agricultural homesites. Horse trails will be designed to allow access to Manning Canyon and adjacent BLM land (as allowed by BLM).



## TYPES OF PTOS

The term **PTOS** within the Firefly plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet any one or more of the following criteria:

1. Public and private parks, recreational areas, gateways, trails, trailhead parking, buffer areas, berms, view corridors, or other public or private amenities that facilitate the creation of more attractive neighborhoods
2. Entrance node (may contain entrance feature) and any portion of park strip or landscaped median
3. Land set aside for a cemetery
4. Improved, native (non-irrigated), and passive areas—Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape also includes the restoration of disturbed areas.
5. Contributed PTOS such as Camp Eagle Mountain, the 100-acre parcel donated to the BSA
6. General common areas that are managed by a master or a sub-HOA, commonly referred to as limited common open space
7. Green roofs or rooftop decks that are “contained” green spaces on top of a human-made structure
8. Outdoor storage (includes trailers, vehicles, RVs and other similar uses)

## PTOS STANDARDS

While the final details (such as location, type, and amenitization of PTOS) will be included with each Development Application, some examples of the various types of PTOS in Firefly include:

1. **Neighborhood Parks**—These parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for Firefly residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents. Neighborhood Parks are larger and more substantial in nature.
2. **Greenways**—Greenways are linear PTOS with passive and sometimes active recreational elements. They may be designed around or integrated within natural PTOS, or they may take the form of linear, developed parks. Greenways often serve as trail corridors, connecting key PTOS, while providing critical connections from neighborhoods to larger parks and other PTOS.
3. **Community Parks**—Community Parks are large parks that contain a variety of active and passive uses that serve the needs of all residents, carefully organized to allow many groups of varying sizes to utilize the park at the same time comfortably. These parks provide gathering spaces for events, sports fields, and/or larger clubhouse and pool complexes, as well as smaller picnic areas, playgrounds, and open lawns. Parking areas and trail connections create a variety of ways to bring people to this central destination. Shade is a key component and will be provided through both structures and trees. Often a community park has a municipal component and is open to the wider public. This park is highly designed, well-crafted, and adds to the primary identity for the community.





4. **Regional Park**—A Regional Park is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the regional population. Regional parks require a substantial amount of design and infrastructure cost.
5. **Amenity Areas**—These areas are to provide recreational and social opportunities exclusively for the residents of Firefly. Amenity Areas may include, but not be limited to, community buildings, sports fields, outdoor recreation areas, amphitheaters, splash pads, swimming pools, picnic areas, etc. These areas shall be maintained and operated by the HOA for the enjoyment of the Firefly residents.
6. **Connector Trails**—Connector Trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and PTOS network. See Typical Trail Section Exhibit on page 3-11.
7. **Primary Pedestrian Trails**—Primary Pedestrian Trails are typically asphalt. These major multi-use trails connect residents to major amenities and village areas without having to get in the car. Trails are wide enough to accommodate large and small groups, bikes, and traffic in both directions with easy passing. They provide public access and major connections across the entire community and to regional systems.
8. **Secondary Pedestrian Trails**—Secondary Pedestrian Trails are typically asphalt or unpaved. These trails are suitable for small groups and provide the ability to easily pass. Split between private and public access, these trails provide the means for users to leisurely stroll through neighborhoods and connections to other nearby sub-neighborhoods or amenities. These trails are generally internal to the community and are appropriate for bike users, but warning or traffic signage should be considered in areas of lower visibility.
9. **Tertiary Pedestrian Trails**—Tertiary Pedestrian Trails are typically unpaved or dirt. They are single-track trails catering to individual users or small groups. These trails will primarily serve the immediate residents, not the wider public. They are provided for users to take leisurely strolls through natural areas, not major connections. These trails may be appropriate for bike users, but need to be carefully considered and signed to avoid traffic conflicts.
10. **Equestrian Trails**—Equestrian Trails are typically compacted soil. Pedestrians are allowed, but bikes are restricted. Amenities may be located along equestrian trails. Horse trailer parking may be located at designated trailhead(s). There are typically few intersections with other trails or roads, and intersections are well identified.
11. **Native Open Space** —Native refers to undisturbed, non-irrigated landscaping, or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This term commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. All parks and trails may include Native Open Space within their design. Native Open Space is considered complete when untouched.
12. **Demonstration Community Gardens**—Demonstration Gardens are individual planting beds that feature collections of plants that make up a specific type of garden. Examples include a pollinator garden, kitchen/herb garden, sensory garden, water efficiency garden, succulent garden, woodland garden, etc. Demonstration Gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc.



13. **Pocket Parks**—These small parks allow for people to gather, relax, and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders, and landscaping. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.
14. **Entrance Nodes**—Formal nodes serve as entrances into Firefly and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage.



## PARKS AND AMENITY AREA PHASING DETAILS

| PARK AND AMENITY AREA PHASING |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | Included Features                                                                                                                                                                                                                                                                                                                                                                                                                 | Phasing Details |                                                                                                                                                                                                                                                                                                                                                                       |
| Community Park A              | <ul style="list-style-type: none"> <li>» Multisport field(s)</li> <li>» Pickleball courts</li> <li>» Basketball courts</li> <li>» Playground</li> <li>» Skate park</li> <li>» Pump track</li> <li>» Restroom facilities</li> <li>» Shade structure(s)</li> <li>» Walking trails</li> <li>» Parking</li> <li>» Maintenance building</li> </ul>                                                                                     | Phase 1         | <ul style="list-style-type: none"> <li>» Pickleball courts<sup>1</sup></li> <li>» Basketball courts<sup>1</sup></li> <li>» Skate park<sup>1</sup></li> <li>» Pump track<sup>1</sup></li> <li>» Restroom facility<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Walking trails<sup>1</sup></li> <li>» Parking (along street)<sup>1</sup></li> </ul> |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Multisport field(s)<sup>1</sup></li> <li>» Playground<sup>1</sup></li> <li>» Restroom facility<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Walking trails<sup>1</sup></li> <li>» Parking<sup>1</sup></li> </ul>                                                                                         |
| Amenity Area B                | <ul style="list-style-type: none"> <li>» Indoor/outdoor playground</li> <li>» Amenity building</li> <li>» Splash pad</li> <li>» Parking</li> <li>» Walking trail(s)</li> <li>» Sports field</li> <li>» Amphitheater</li> <li>» Gathering area(s)</li> <li>» Underpass connection to Community Park A</li> </ul>                                                                                                                   | Phase 1         | <ul style="list-style-type: none"> <li>» Indoor/outdoor playground<sup>2</sup></li> <li>» Amenity building<sup>2</sup></li> <li>» Parking<sup>2</sup></li> <li>» Amphitheater<sup>2</sup></li> <li>» Underpass connection to Community Park A<sup>1</sup></li> </ul>                                                                                                  |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Splash pad<sup>2</sup></li> <li>» Walking trail(s)<sup>1</sup></li> <li>» Gathering area(s)<sup>1, 2</sup></li> </ul>                                                                                                                                                                                                        |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 3         | <ul style="list-style-type: none"> <li>» Parking<sup>2</sup></li> <li>» Walking trail(s)<sup>1</sup></li> <li>» Sports field<sup>1, 2</sup></li> <li>» Gathering area(s)<sup>2</sup></li> </ul>                                                                                                                                                                       |
| Regional Park C               | <ul style="list-style-type: none"> <li>» NICA cross country trails</li> <li>» Downhill/flow trail(s)</li> <li>» Hiking trail(s)</li> <li>» Equestrian trail(s)</li> <li>» Shade structure(s)</li> <li>» Gathering area(s)</li> <li>» Overlook pavilion</li> <li>» Shade structures</li> <li>» Campground</li> <li>» Agricultural and equestrian area</li> <li>» Archery and ax throwing center</li> <li>» Trailhead(s)</li> </ul> | Phase 1         | <ul style="list-style-type: none"> <li>» NICA cross country trails<sup>1</sup></li> <li>» Downhill/flow trail(s)<sup>1</sup></li> <li>» Hiking trail(s)<sup>1</sup></li> <li>» Equestrian trail(s)<sup>1</sup></li> <li>» Trailhead parking<sup>1</sup></li> <li>» Mountain bike skills area<sup>1</sup></li> </ul>                                                   |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Community campground<sup>2</sup></li> </ul>                                                                                                                                                                                                                                                                                  |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 3         | <ul style="list-style-type: none"> <li>» Agricultural and equestrian area<sup>2</sup></li> </ul>                                                                                                                                                                                                                                                                      |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 4         | <ul style="list-style-type: none"> <li>» Water tank hilltop area<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Overlook pavilion<sup>1</sup></li> <li>» Parking lot<sup>1</sup></li> <li>» Expert downhill course<sup>1</sup></li> <li>» Gathering area(s)<sup>1</sup></li> <li>» Archery and ax throwing center<sup>1</sup></li> </ul>            |

<sup>1</sup> Improvement to be dedicated to City   <sup>2</sup> Improvement to be dedicated to another public entity, an HOA, or other private entity



## OVERALL PTOS SPENDING SCHEDULE

Developer will complete Phase 1 of Community Park A, Phase 1 of Regional Park C, and the expansion of the White Hills Estates park upon the issuance of the 336th building permit issued. As to all other phases of Park A, Area B, and Park C, Master Developer may elect to build partial or complete phases of any Park or Area in any order so long as the Master Developer actually spends the dollars on PTOS at the issuances of the building permits identified below.

| Building Permit Issuance | PTOS Spend <sup>1</sup> |
|--------------------------|-------------------------|
| 1,250                    | \$11,250,000            |
| 2,500                    | \$22,500,000            |
| 3,750                    | \$33,750,000            |
| 5,000                    | \$45,000,000            |
| 6,250                    | \$56,250,000            |
| 7,500                    | \$67,500,000            |
| 8,790                    | \$79,110,000            |

<sup>1</sup> PTOS spending includes direct costs, design and engineering costs, contractor fees and all other soft costs, and annual cost adjustment. The dollar amount shown in the table above represents \$9,000 per unit.

## PTOS TIMING

The timing is defined below for the various types of PTOS in Firefly:

- 1. Neighborhood Parks**—Neighborhood Parks will be constructed on an NPA-by-NPA basis. Neighborhood Parks will be started before more than 50% of the building permits may be issued for the entire NPA. Neighborhood Parks within an NPA must be completed before Certificates of Occupancy of the final 10% of units within an NPA may be issued.
- 2. Greenways**—Greenways shall be constructed along with the timing of the road or trail infrastructure that they follow. If the road or trail infrastructure is contained within an NPA, then both sides of the greenway will be required to be installed within 12 months of the completion of the adjacent infrastructure. If the road or trail is the border between two NPAs, then the greenway improvements will be required within 12 months of the first building permit within an NPA.



3. **Community Parks**—Community Parks require a substantial amount of design and infrastructure cost. Community Parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.
4. **Regional Park**—Regional Parks require a substantial amount of design and infrastructure cost. Regional parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.
5. **Amenity Areas**—Amenity Areas will be designed and constructed based on community amenity trends and facilities needs. Amenity Area B shall begin construction prior to the issuance of the 4,830th building permit.
6. **Connector Trails**—Connector Trails shall be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If Connector Trails are located within another park type, they will be required to be built at the same time as the park construction that they are located within.
7. **Primary Pedestrian Trails**—Primary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Primary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the Firefly Architectural Review Committee (ARC).
8. **Secondary Pedestrian Trails**—Secondary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Secondary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the ARC.
9. **Tertiary Pedestrian Trails**—Tertiary Pedestrian Trails will be constructed prior to the completion of any adjacent NPA.
10. **Equestrian Trails**—Equestrian Trails to be constructed prior to the completion of any adjacent NPA.
11. **Native Open Space** —Native Open Space is considered complete when untouched. When disturbed, Native Open Space will be re-established within 24 months of disturbance.
12. **Demonstration Community Gardens**—Demonstration Community Gardens, when included within an NPA's design, will be constructed by the completion of the NPA that they are located within. If located within another park, they will be completed within the install of the park.
13. **Pocket Parks**—Pocket Parks will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.
14. **Entrance Nodes**—Entrance Nodes will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.



## COMMUNITY IDENTIFIERS & MONUMENTATION



### PUBLIC ART STRUCTURE

Entrances(s) and other key locations at Firefly may feature a large public art structure that creates a strong first impression to those entering Firefly. Community signage highlighting the name of Firefly is separate from the public art structure, therefore, the art structure will not contain any words. However, the materials and colors of this unique structure will be incorporated into the design theme of the primary, secondary, neighborhood, and park entrance features to create a unifying brand. Public art structures may not exceed 50 feet in height, and may be illuminated. The structure may be incorporated into a fence or other boundary structure. Exact location(s), design, and landscaping will be determined at Development Application.

### ENTRANCE GATEWAY

Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary. The overall height will not exceed 45', and the total width of the monument will not exceed 115'. The structure may include branding, the community logo, and/or tagline.

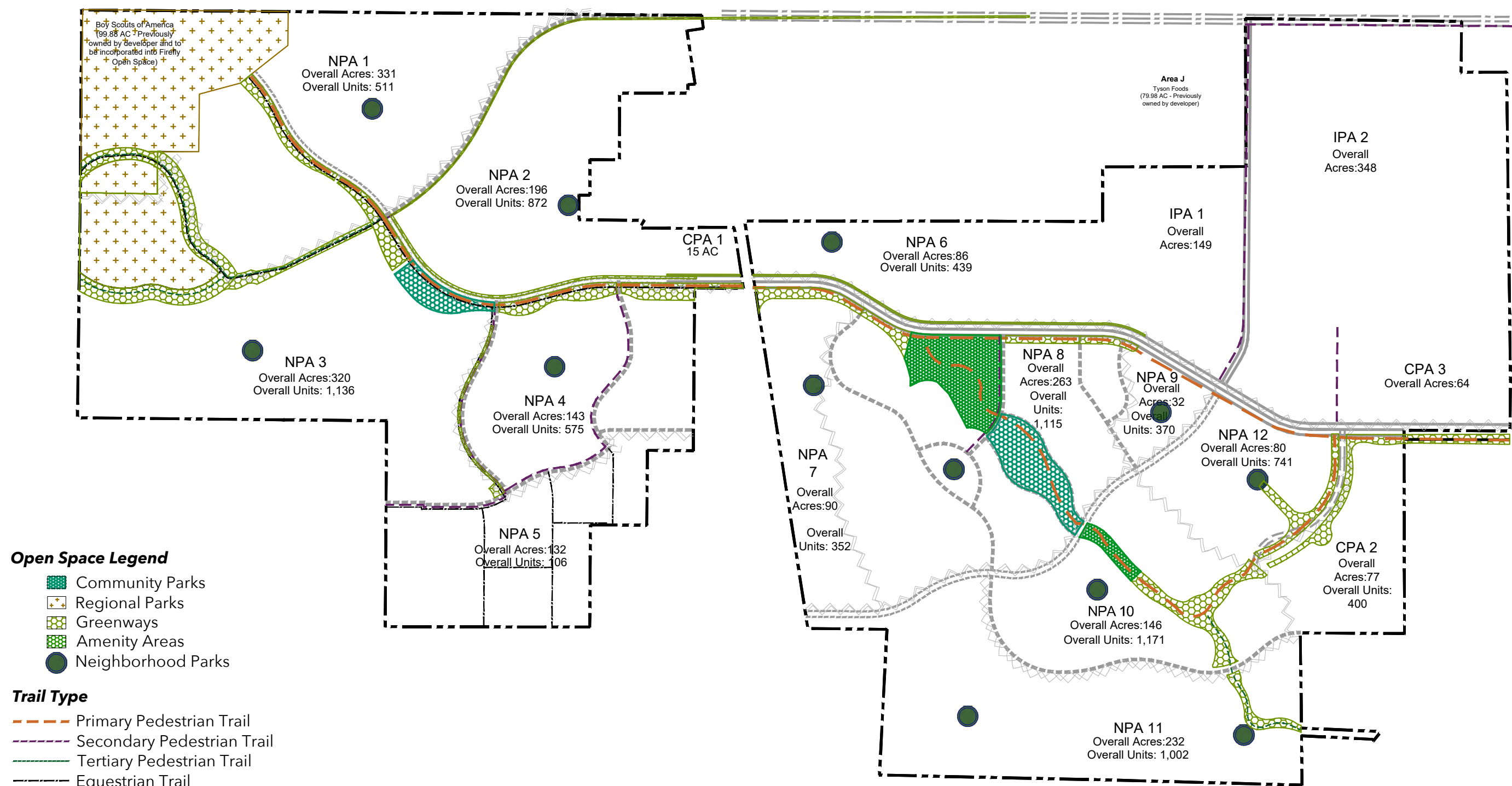


**NOTE:** Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.





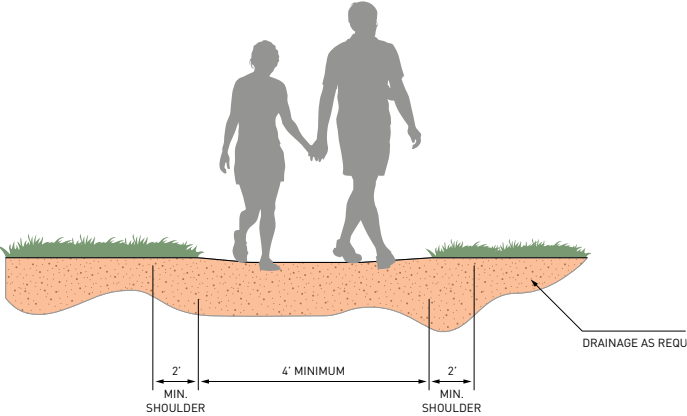
# PARKS, TRAILS & OPEN SPACE EXHIBIT



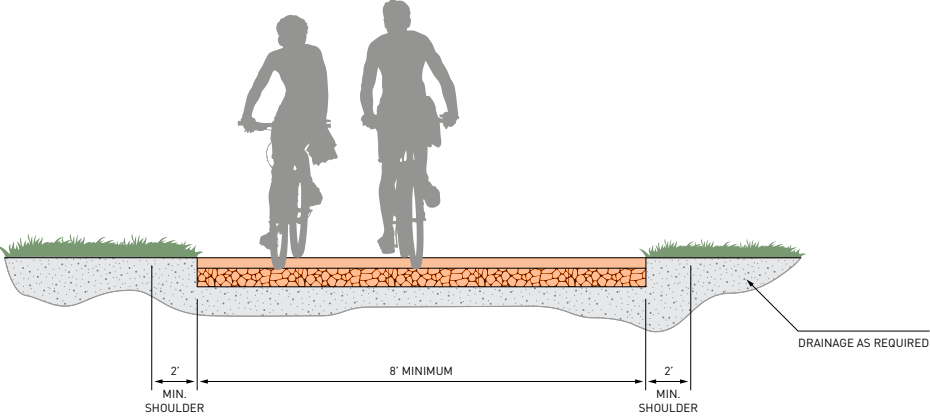
- NOTES:**
1. Acreages are approximate.
  2. The PTOS depicted in this Exhibit are conceptual and intended to depict potential PTOS in the amounts/types/distributions contemplated in this Community Plan.
  3. Location and number of PTOS are approximate.
  4. All parks, trails, and greenways may include Native Open Space.



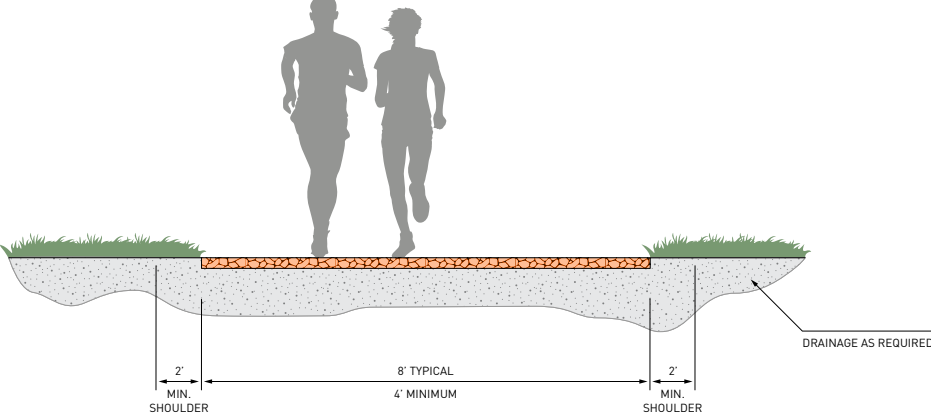
# TYPICAL TRAIL SECTION EXHIBIT



Dirt Trail



Asphalt Trail  
3" Asphalt / 6" Base

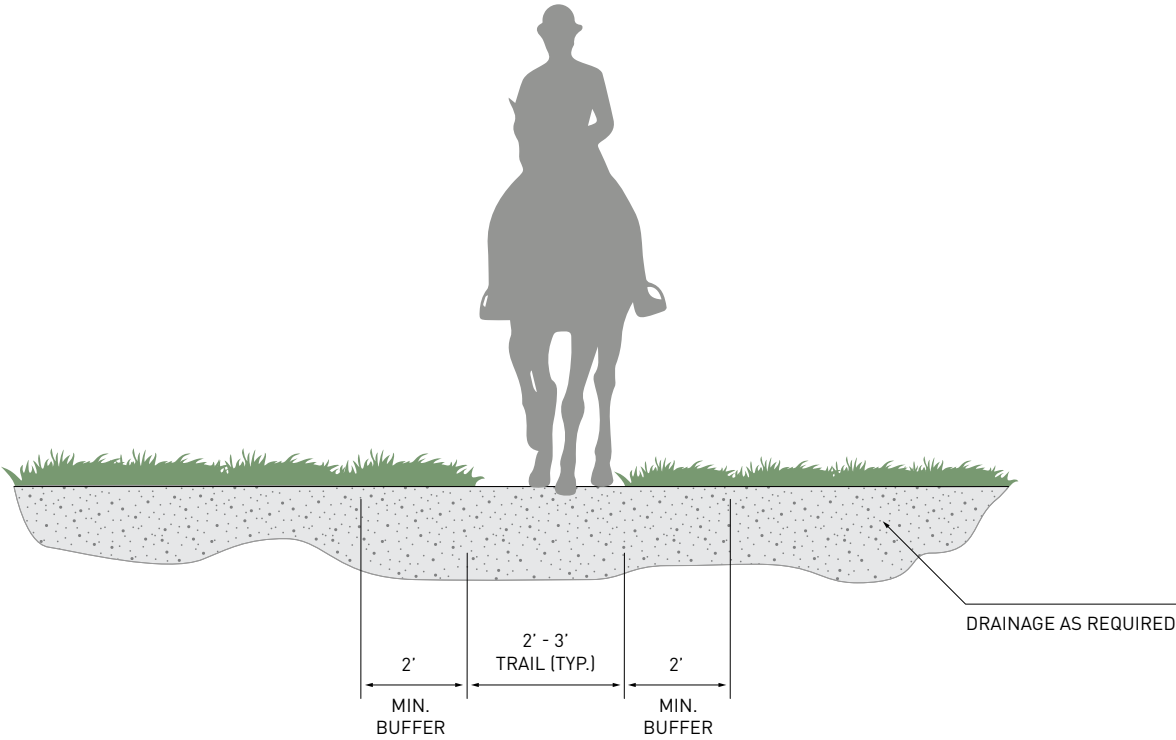


Unpaved Trail

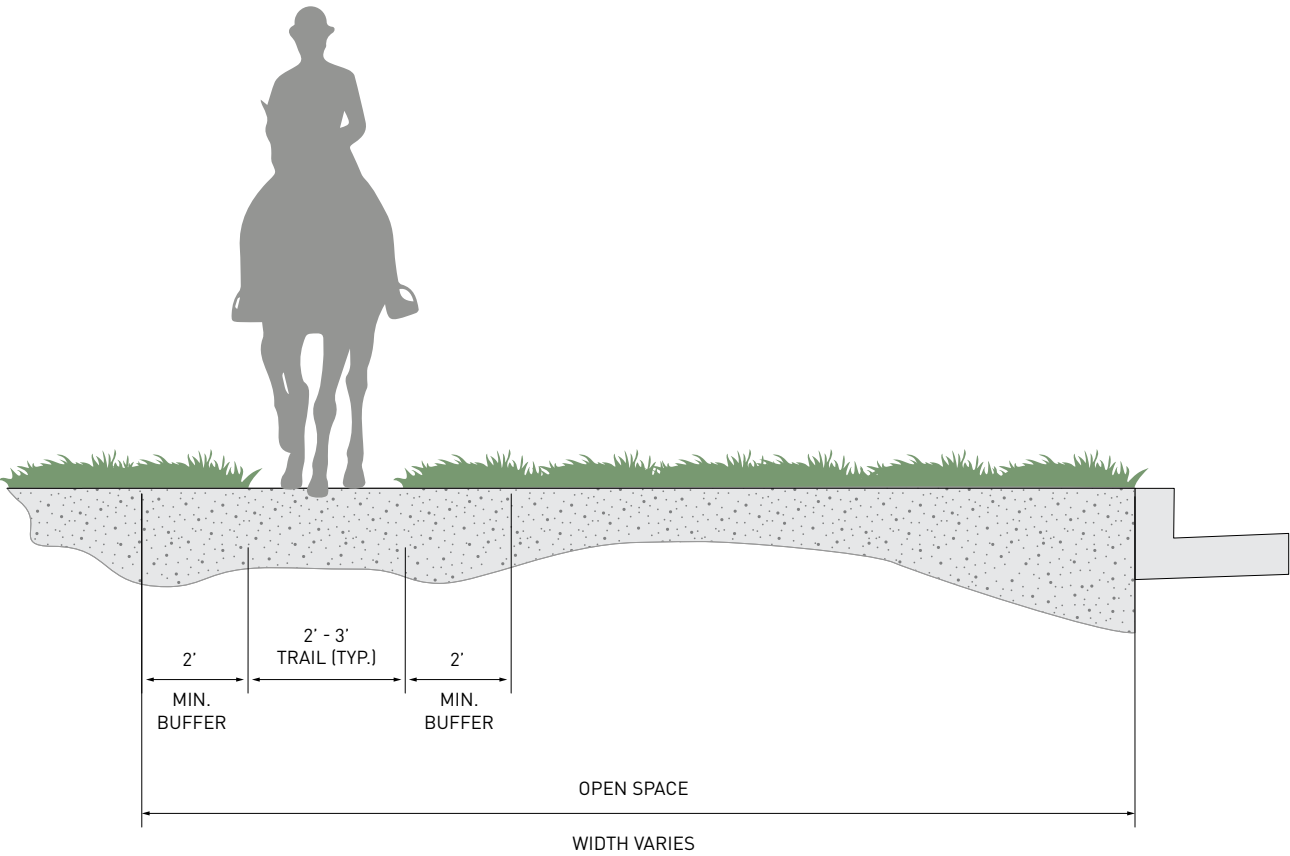
**NOTE:** Cross-sections of trails may be widened on any of the trail types.



# EQUESTRIAN TRAIL SECTION EXHIBIT



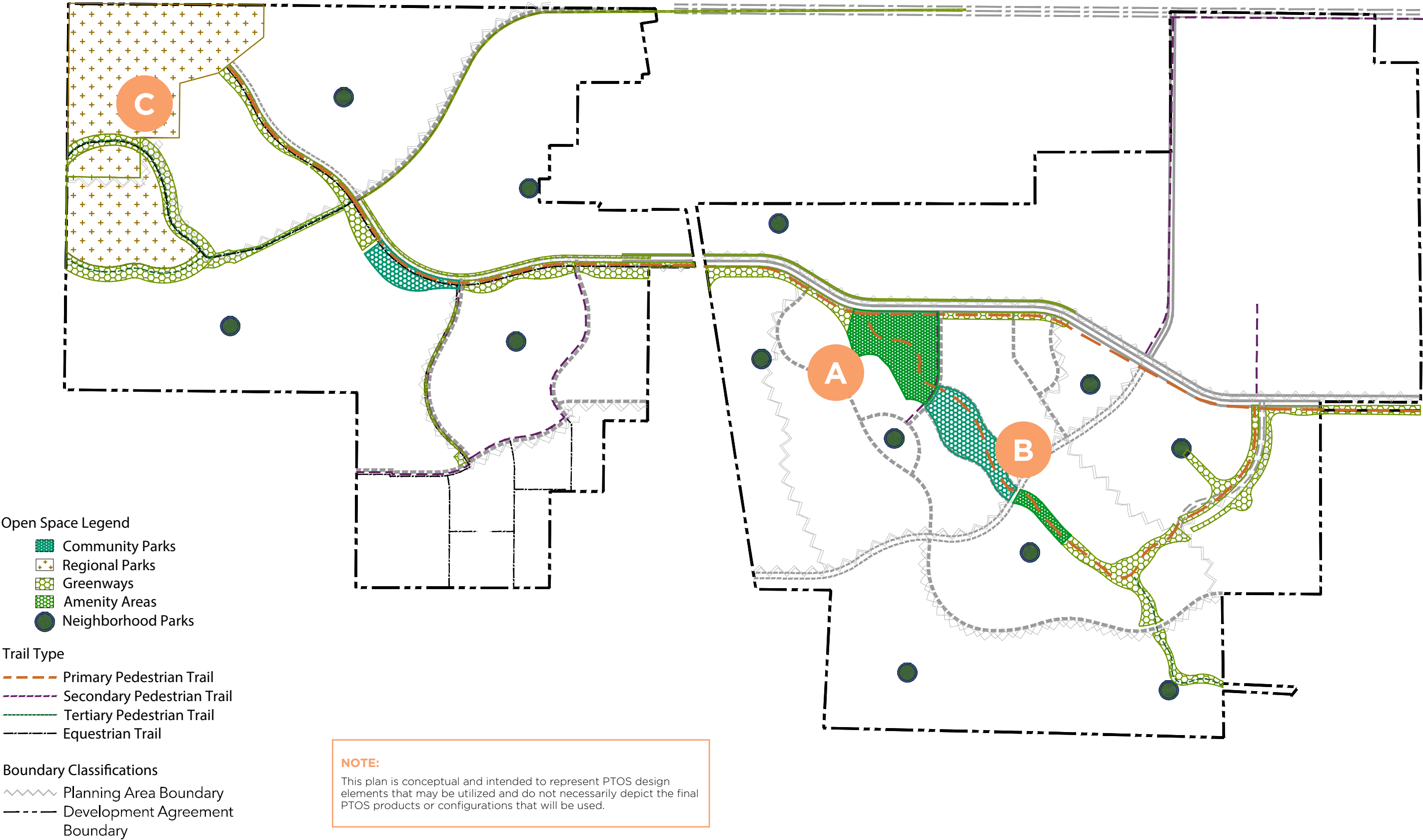
Off-Road Equestrian Trail



Roadway Equestrian Trail

**Note:** Cross-sections of trails may be widened on any of the trail types.

# PROPOSED PARKS A, B, AND C



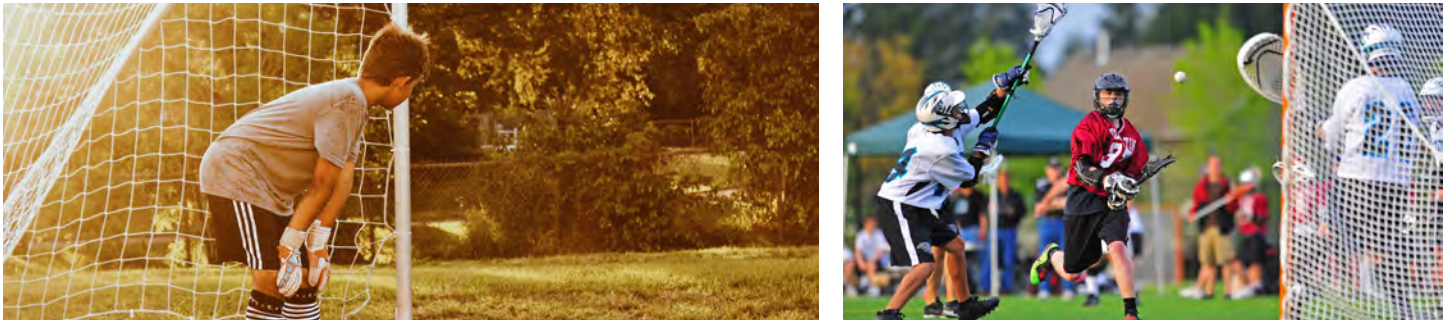


A—COMMUNITY PARK





A—COMMUNITY PARK EXAMPLES



NOTE:

These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



# B—AMENITY AREA





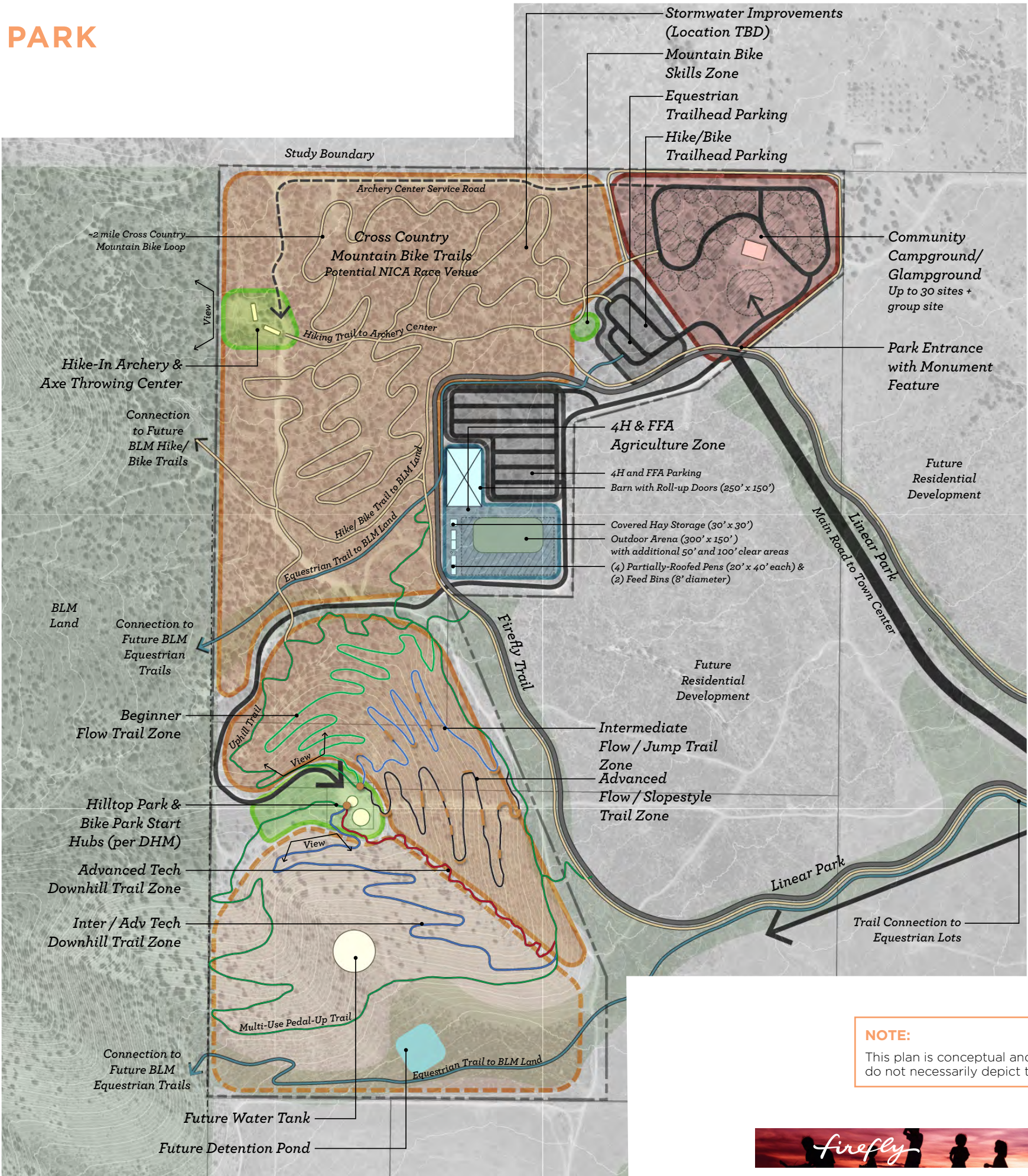
B—AMENITY AREA EXAMPLES



**NOTE:** These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



C—REGIONAL PARK



**Legend**

|                                  |                      |
|----------------------------------|----------------------|
| Passive Recreation & Trails Zone | Road                 |
| Active Recreation Zone           | Service Road         |
| Campground Zone                  | Shared Use Path      |
| Parking                          | Multi-use Trail      |
| Agriculture Zone                 | Equestrian Trail     |
| Parks and Public Land            | Directional          |
| Study Boundary                   | Mountain Bike        |
|                                  | Trails by Difficulty |
|                                  | Bike Features        |

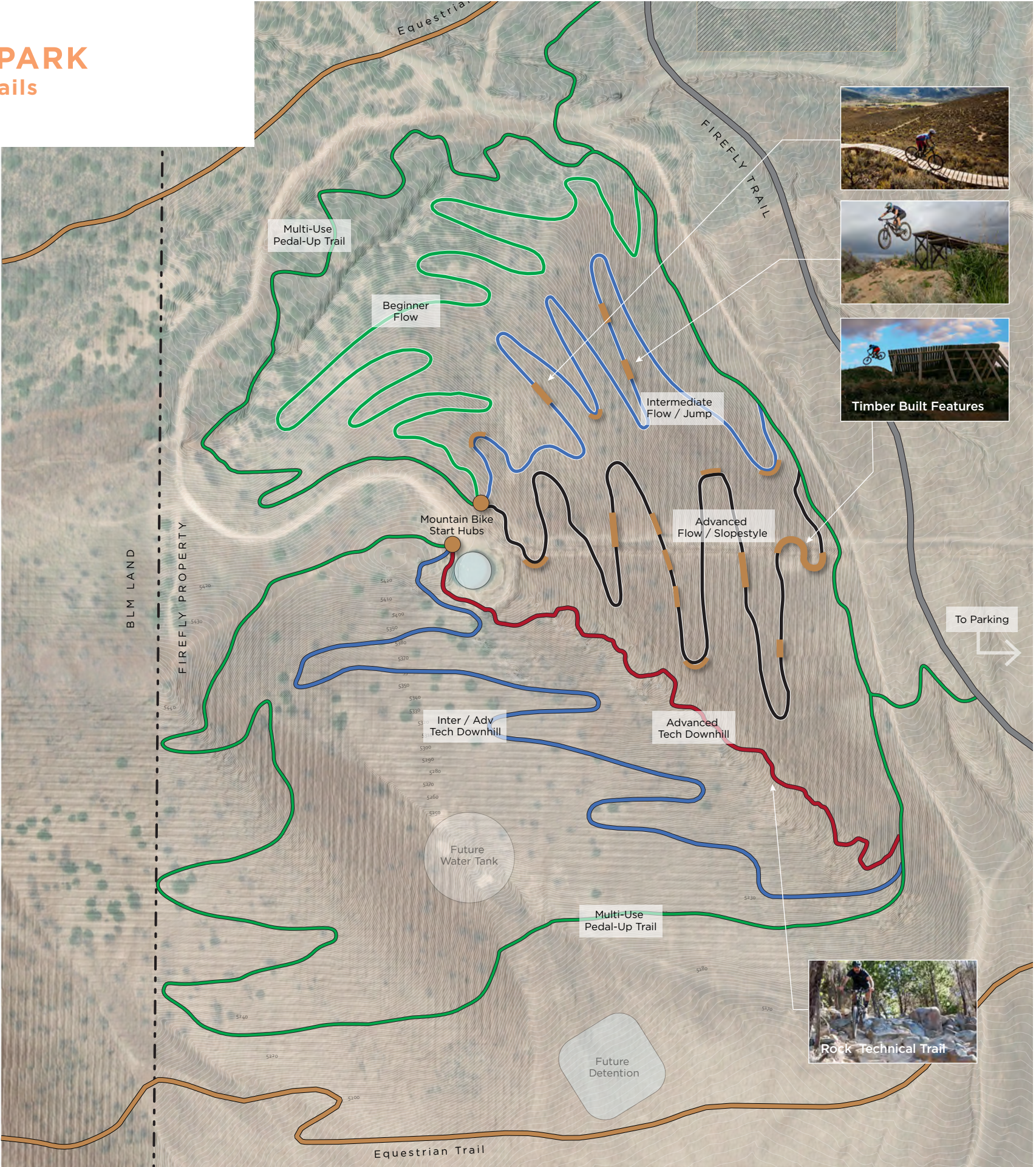
North  
1" = 200'-0"  
0 200 400 ft

**NOTE:**  
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.





C—REGIONAL PARK  
Downhill Flow Trails



LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature

NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.





C—REGIONAL PARK EXAMPLES



NOTE:

These photos are intended to represent PTOS or amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



## ENTRANCE FEATURES / MONUMENT SIGNAGE

Entrance features and monument signage may be installed by Master Developer to identify neighborhoods and promote the Firefly brand. All entrance features will be located outside public utility easements (PUEs). Placement of these monument signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Development Application.

Primary entrance features are monument signs that include the name and branding for Firefly as a whole, and are situated in highly visible locations which may be bermed up to increase visibility. The primary entrance feature may be double-sided and/or illuminated. Each face may not exceed 200 square feet, and the top of the sign may not be higher than 20 feet from grade.

Secondary, neighborhood, and park entrance monument signs are smaller than primary entrance features. These monument signs may be double-sided and/or illuminated. Each face may not exceed 100 square feet, and the top of the sign may not be higher than 12 feet from grade. Secondary signs may feature the Firefly logo. Neighborhood signs will generally highlight the name or special features of a neighborhood within Firefly. Park entrance monument signs feature the name of the park.

The supporting structures for entrance features/monument signs will be designed with materials and styles that are consistent with the character of Firefly. The signage plan will be approved by the ARC prior to Development Application(s) as appropriate.



**NOTE:** Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

## COMMUNITY WAYFINDING SIGNS

Permanent wayfinding signage will guide residents and visitors to parks, trailheads, and other amenities within Firefly. Providing effective wayfinding will allow the PTOS network to be used to its full potential. Final design details for wayfinding signage will be determined at Development Application. Wayfinding signs may be illuminated. Additionally, wayfinding signs may be double-sided, and each face may not exceed 60 square feet. The top of wayfinding signs may not be higher than 10 feet from grade. The locations of these signs will be determined at Development Application as appropriate.

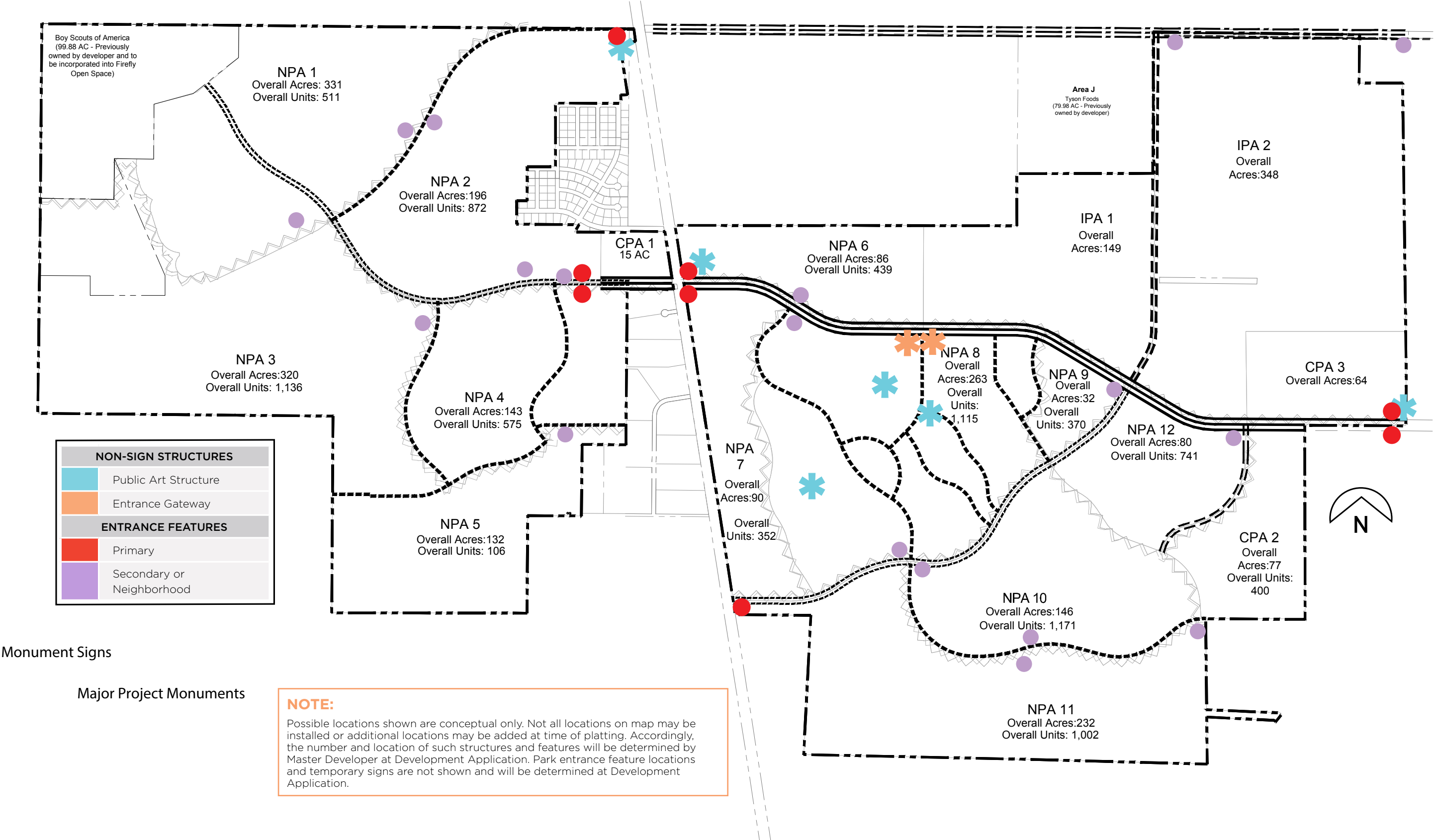


**NOTE:** Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

## TRAIL SIGNAGE

Permanent trailhead sign faces may be as large as 60 square feet. Supporting structures for trail signs will be designed with a style that is consistent with the character and appearance of the entrance features for each trail. Trail signs may be used to showcase trailhead locations, trail names, and distances. Final locations of signage will be determined at Development Application.

MONUMENTATION PLAN



Monument Signs

Major Project Monuments



## LANDSCAPING PHILOSOPHY

Landscaping will follow the Landscape Water Efficiency (LWE) standards. The landscaping philosophy for the LWE is based on best practices with an emphasis on aesthetics and water conservation. The overarching objective is to enhance the area's natural features, as well as the character of homes, buildings, streetscapes, and PTOS, in order to strengthen and frame vistas, while providing areas of intermittent shade.

All PTOS, as well as commercial and residential landscaping designs, are subject to approval by the Firefly Architectural Review Committee (ARC). The ARC or applicable Homeowners Association (HOA) will enforce the landscaping and maintenance requirements.

### Streetscapes

Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful landscaping. Streetscapes are an important part of Firefly that will serve many functions including:

1. Contributing to the personality and brand of Firefly through continuity in design
2. Providing safety for all modes of transportation
3. Creating a sense of place for residents and visitors

### General Street Tree Standards

A plan for trees planted within park strips, provided at future Development Applications, shall show the plant schedule for the street trees within Firefly. Trees may be moved or removed from the plan to accommodate driveways and intersection requirements. The Master Developer may place street trees so they do not interfere with Low Impact Development (LID) street design requirements.

## LANDSCAPE WATER EFFICIENCY STANDARDS

### Purpose

The purpose of these Landscape Water Efficiency (LWE) standards is to conserve water resources by establishing water conservation standards for outdoor landscaping.

### Applicability

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The LWE standards shall also be required for new landscaping construction installed by homeowners.



## Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family, single-family residential projects, and two-family dwellings shall comply with the landscaping standards below:

### Definitions

1. **Active Recreation Areas**—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. **Front Yard**—A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Figure 1.
3. **Hardscape**—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. **Lawn**—Ground that is covered with grass or turf that is regularly mowed.
5. **Mulch**—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.
6. **Nonfunctional Turf**—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
7. **Park Strip**—A typically narrow landscaped area located between the back-of-curb and sidewalk.
8. **Paths**—Designed routes between landscape areas and features.
9. **Planting Bed**—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
10. **Rear Yard**—A yard extending across the full width of the lot and more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Figure 1.
11. **Side Yard**—A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend from the front yard setback to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Figure 1.
12. **Total Landscaped Area**—Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.



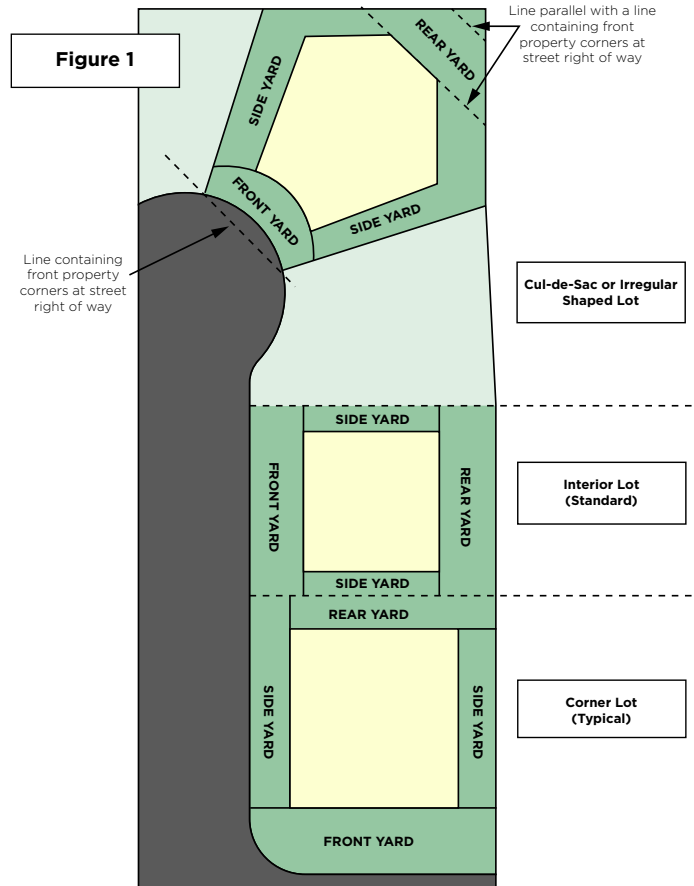


## Landscaping Requirements

1. Landscaped areas shall be provided with a smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
2. Nonfunctional turf to be used sparingly.
3. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
4. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
5. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. ARC approved materials shall be used in areas located within a public right-of-way.
6. The following requirements shall apply to single-family residential properties.
  - a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
  - b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.
    - i. Single-family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.
    - ii. Residential lots that have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width lawn area requirement.
  - c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.
8. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements (see paragraph 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.



9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.





# EXAMPLES OF LANDSCAPING



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.



EXAMPLES OF COMMUNITY CONNECTIVITY



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.



EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.



# 04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

## FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

### Master Owners Association

A Master Homeowners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Firefly Community. Where required, typically in multi-family areas, sub-HOAs will be established to address area-specific costs.

### Firefly ARC

The ARC shall be created within the HOA. The goal of the ARC is to ensure Firefly is a pleasant, desirable, and sustainable community, with a harmonious design concept. The ARC protects and promotes the present and future values of the Firefly development. All exterior architectural building elevations, materials, colors, fencing details, landscaping, and signage within Firefly shall be subject to a design review and approval process established by the ARC.

The ARC shall review and approve all residential site plans and building permits prior to beginning Development Application and review processes. The ARC may consist of representatives of the Master Developer, as well as a selected team of professionals. The Master Developer shall retain the right to retain or replace members of the ARC at its discretion.



## SINGLE-FAMILY TYPES

There are five types of single-family, detached homesites in Firefly. There are agriculture, standard, alley-load, shared drive, and cottage homesites. Single-family alley-load, shared drive, and cottage lots may be traditional front-load homes, but may also be rear loaded with garages accessed from alleys and/or private driveways.

## SINGLE-FAMILY STANDARDS

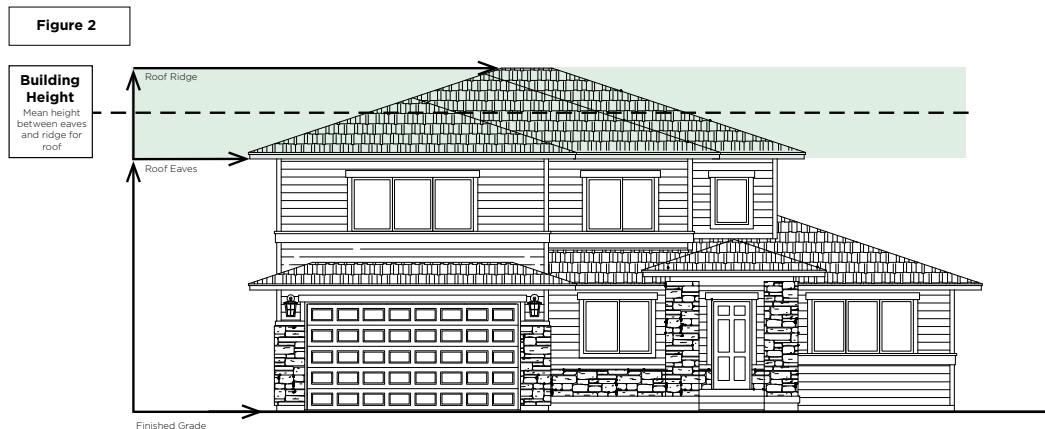
| SINGLE-FAMILY DETACHED* |       |        |      |                    |        |                                |                  |                                      |
|-------------------------|-------|--------|------|--------------------|--------|--------------------------------|------------------|--------------------------------------|
| Type of Lot             | Front | Garage | Rear | Side               | Corner | Minimum Lot Width <sup>1</sup> | Minimum Lot Size | Maximum Building Height <sup>2</sup> |
| Agriculture             | 25'   | 25'    | 35'  | 10'/30'            | 25'    | 90'                            | 21,780 sf        | 35'                                  |
| Standard A              | 25'   | 25'    | 25'  | 10'/10'            | 15'    | 85'                            | 10,890 sf        | 35'                                  |
| Standard B              | 15'   | 22'    | 20'  | 8'/10'             | 15'    | 80'                            | 8,000 sf         | 35'                                  |
| Standard C              | 15'   | 22'    | 20'  | 5'/8'              | 15'    | 48'                            | 4,500 sf         | 35'                                  |
| Alley Load              | 10'   | 22'    | 5'   | 5'/5' <sup>4</sup> | 15'    | 40'                            | 4,200 sf         | 35'                                  |
| Cottage                 | 15'   | 22'    | 10'  | 5'/5' <sup>4</sup> | 15'    | 40'                            | 3,600 sf         | 35'                                  |

| ACCESSORY BUILDINGS |      |      |                                      |
|---------------------|------|------|--------------------------------------|
| Type of Building    | Rear | Side | Maximum Building Height <sup>2</sup> |
| Barns               | 5'   | 5'   | 35'                                  |
| ADU <sup>3</sup>    | 5'   | 5'   | 35'                                  |

\* Upon a request by the applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

### Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.
2. Building height is measured from the average of the highest finished grade and the lowest finished grade along the front of the structure to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.
4. Homesites with a 5'/5' side setback shall be limited to a quantity of 900.

## SINGLE-FAMILY DEVELOPMENT STANDARDS

---

### General Standards

Homes shall be a variety of styles and colors. Gated neighborhoods are permitted. 3-story homes are allowed.

### Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### Parking Standards

A 2-car garage is required on all single-family homes. Additionally, a driveway matching the garage setbacks is required, except for alley-load lots and shared-drive lots. In the case of alley-load lots and shared-drive lots, parking must match townhome parking standards.

### Fencing

Materials, specifications, and locations to be approved by the ARC.

### Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

## EXAMPLES OF SINGLE-FAMILY HOME DESIGNS

---







**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

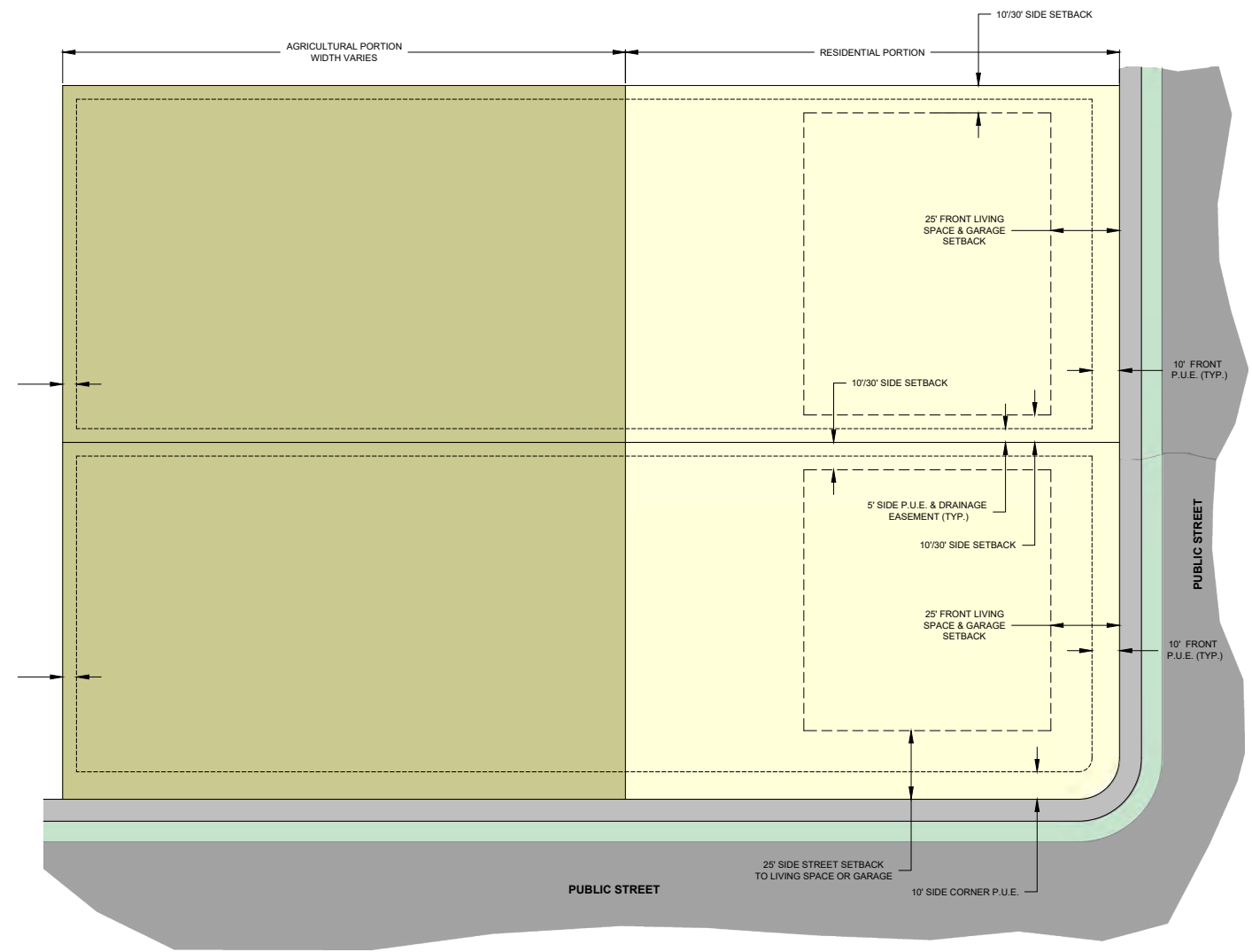




**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# SINGLE-FAMILY SETBACK EXHIBIT

## Agriculture Lot

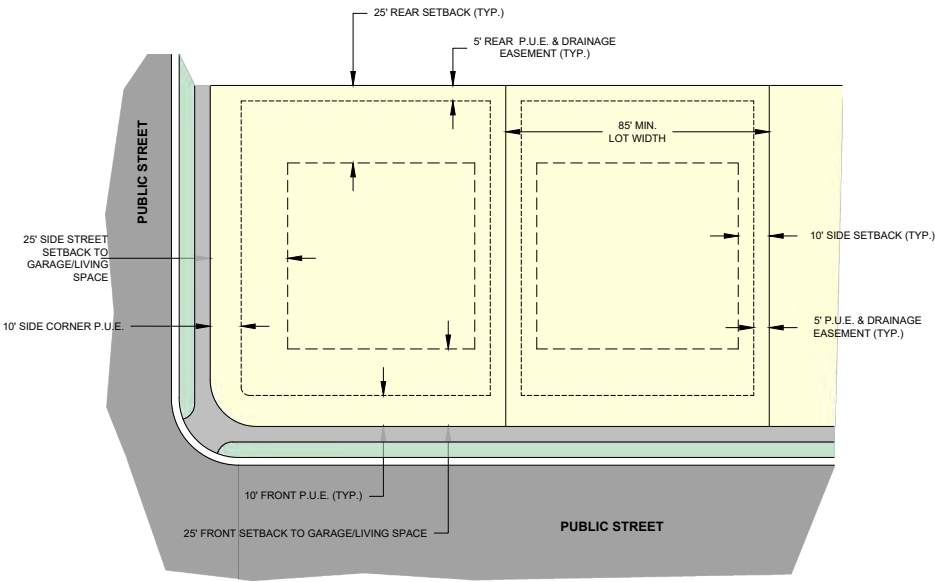


### AGRICULTURAL LOT

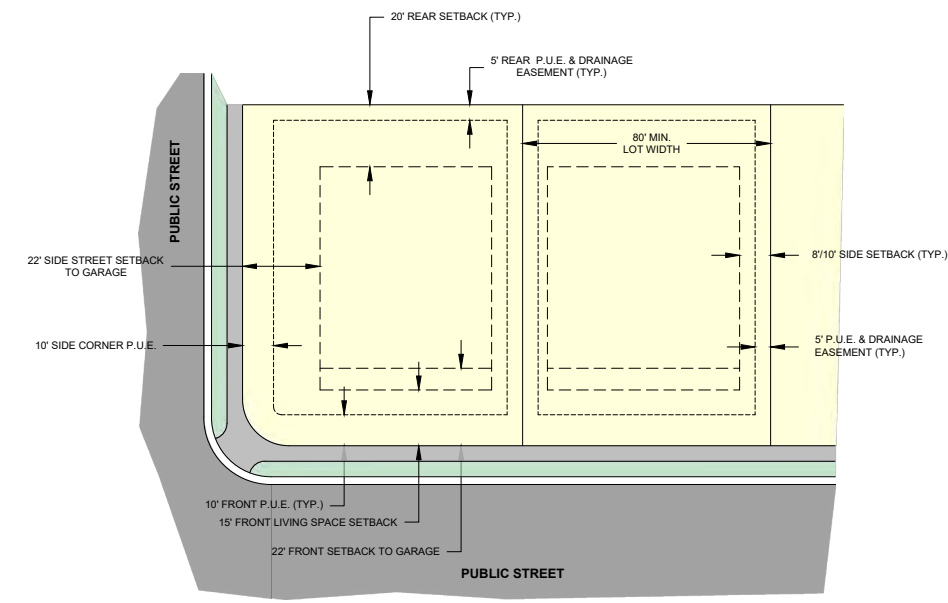
**NOTE:**

- 1. Structures or corrals housing animals: 50' from neighboring residences.
- 2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.

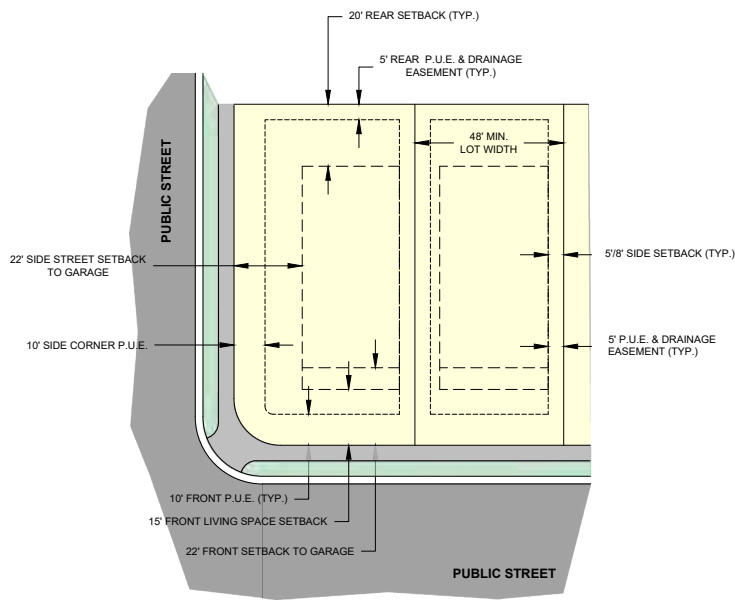
## Standard “A” Lot



## Standard “B” Lot

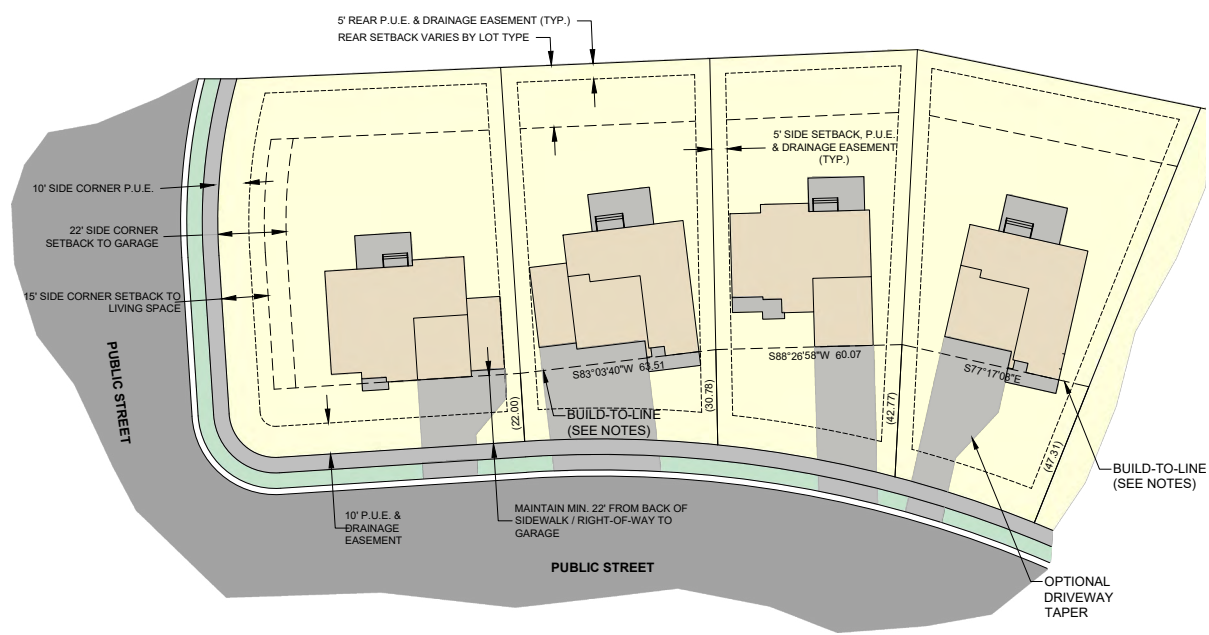


## Standard “C” Lot



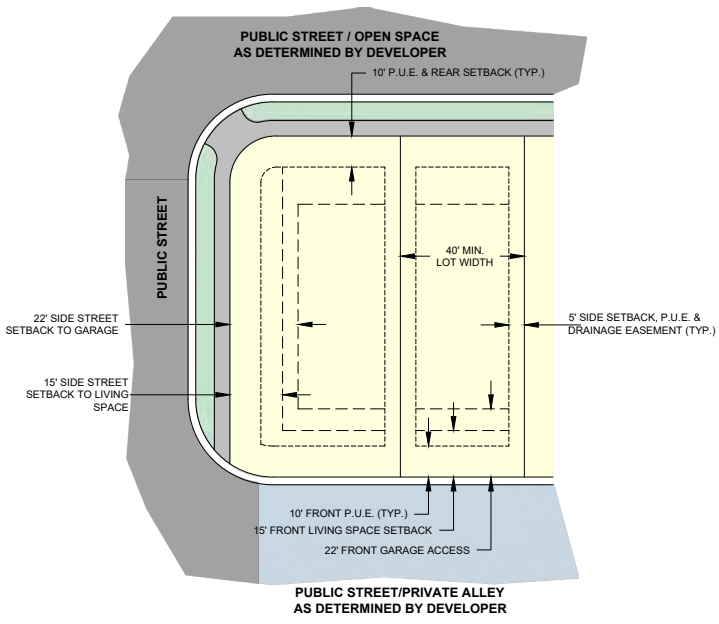
# SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

## Curvilinear / Coving

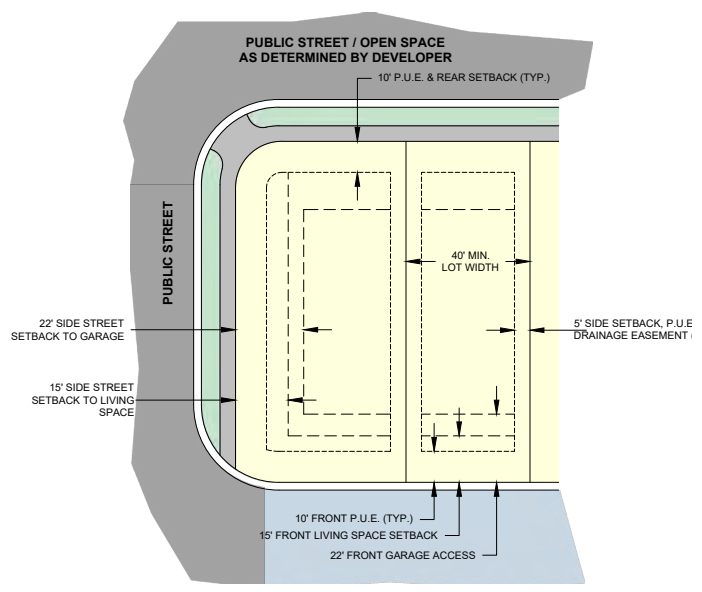


- NOTE:**
1. Build-to line has been established for front setback and orientation of house.
  2. Build-to line to be a minimum of 22' to garage face or 15' to living space.

## Cottage



## Alley Load





## MULTI-FAMILY TYPES

Multi-family homes are higher density residential units. Townhomes are built in a row with all units sharing a similar style. Garages may be built at the front or rear of the home. These townhomes are referred to as front-load or rear-load. Multi-family types also include apartment homes and condos, which are self-contained housing units that occupy only part of a building.

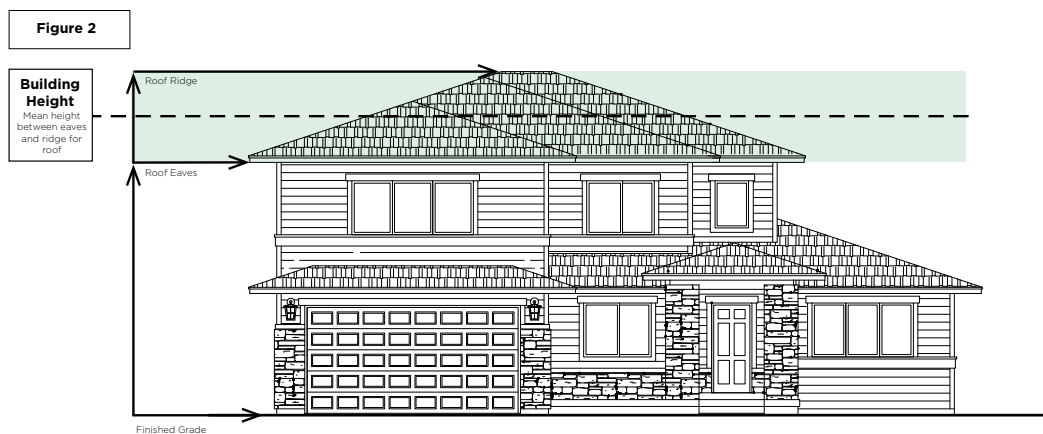
## MULTI-FAMILY STANDARDS

| MULTI-FAMILY*                        |       |        |      |                       |       |                       |        |                                   |                         |
|--------------------------------------|-------|--------|------|-----------------------|-------|-----------------------|--------|-----------------------------------|-------------------------|
| Type of Lot                          | Front | Garage | Rear | Rear Building Spacing | Side  | Side Building Spacing | Corner | Max. Building Height <sup>1</sup> | Max. Units Per Building |
| Twin Home                            | 15'   | 22'    | 10'  | 20'                   | 5'/5' | 10'                   | 15'    | 35'                               | N/A                     |
| Front-Load Townhome                  | 15'   | 22'    | 10'  | 20'                   | 15'   | 15'                   | 15'    | 40'                               | N/A                     |
| Rear-Load Townhome                   | 10'   | 3'     | 3'   | 30'                   | 15'   | 15'                   | 15'    | 40'                               | N/A                     |
| Apartment / Condominium <sup>2</sup> | 10'   | 5'     | 15'  | 30'                   | 15'   | 15'                   | 15'    | 55' <sup>2</sup>                  | 48                      |

\* Upon a request by the Applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

### Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade along the front of the structure to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

2. Multi-family buildings to be limited to four stories and 55' in height.

## TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

---

### Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

### Parking Standards

Parking requirements shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking stalls are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.

### Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and locations to be approved by the ARC. Limited common open space may be fenced.

### Exterior Materials

Exterior materials are to be consistent with the architectural styling of the home. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the ARC.

### Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

### Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

### Building Size

Twin homes and townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.



## PTOS

Twin homes and townhomes may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

## EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



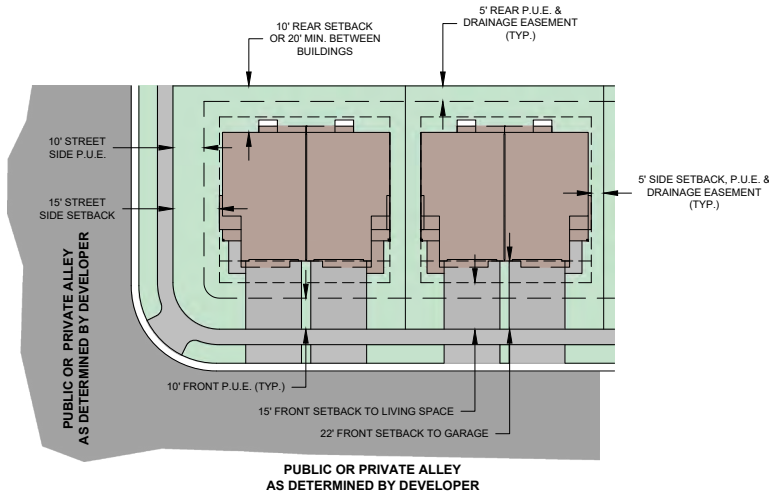




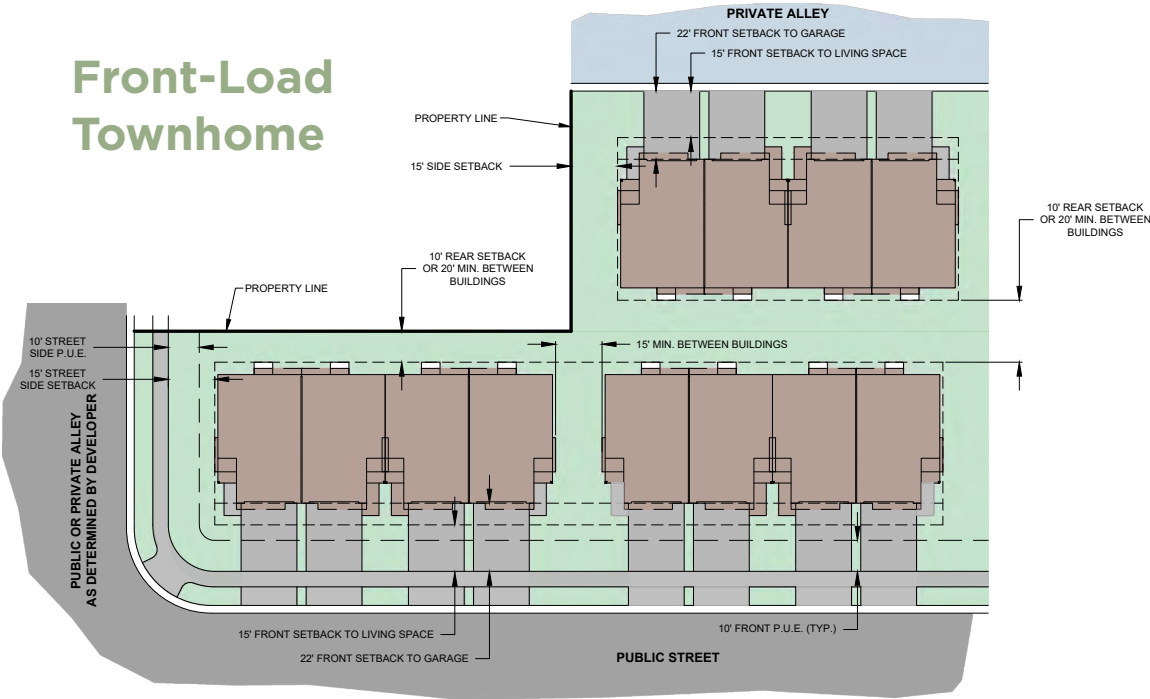
**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# TWIN HOME & TOWNHOME SETBACK EXHIBIT

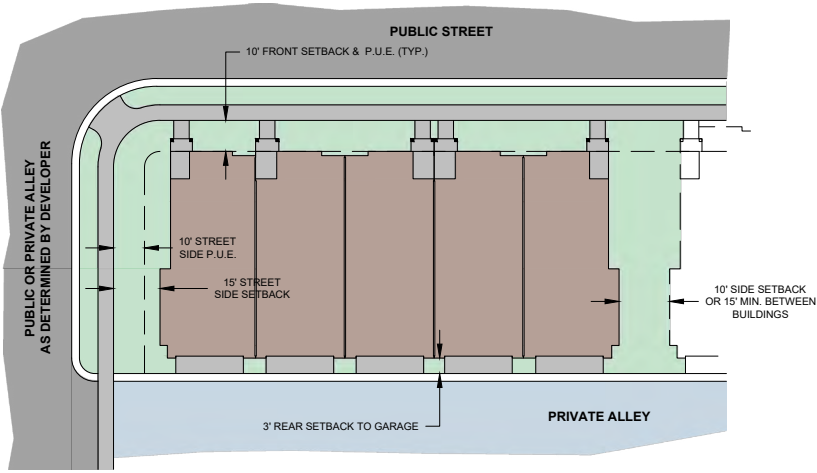
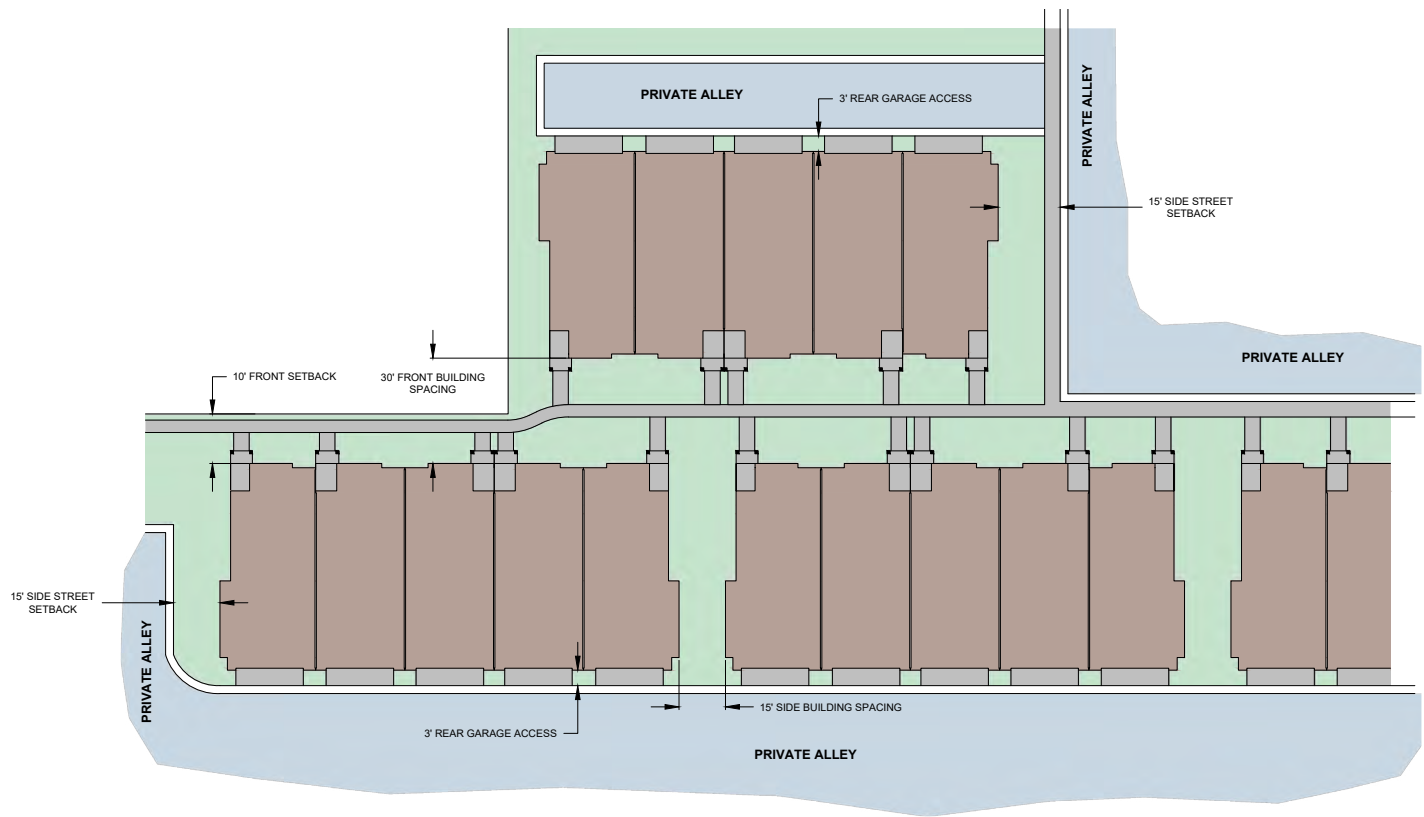
## Twin Home



## Front-Load Townhome



## Rear-Load Townhome



## APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

### Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback and parking requirements as determined in this community plan.

### Parking Standards

Parking requirements for apartments and condominiums shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.5 stalls are required. For 2-bedroom homes, 2.25 parking stalls are required. For 3-bedroom homes, 2.75 parking stalls are required. For 4-bedroom homes and greater, 3.25 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot (covered or open), or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. For condominiums or apartments that are part of a mixed-use project, parking may be shared and the total number of shared parking spaces required for the mixed-use project may be reduced, at Master Developer's discretion, by up to 25% of the overall minimum parking requirement.

### Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.

### Exterior Materials

Exterior Materials are to be consistent with the architectural styling of the building. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular building. All materials and colors must be approved by the ARC.

### Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

### Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

### PTOS

Condominiums and Apartments may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.





EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

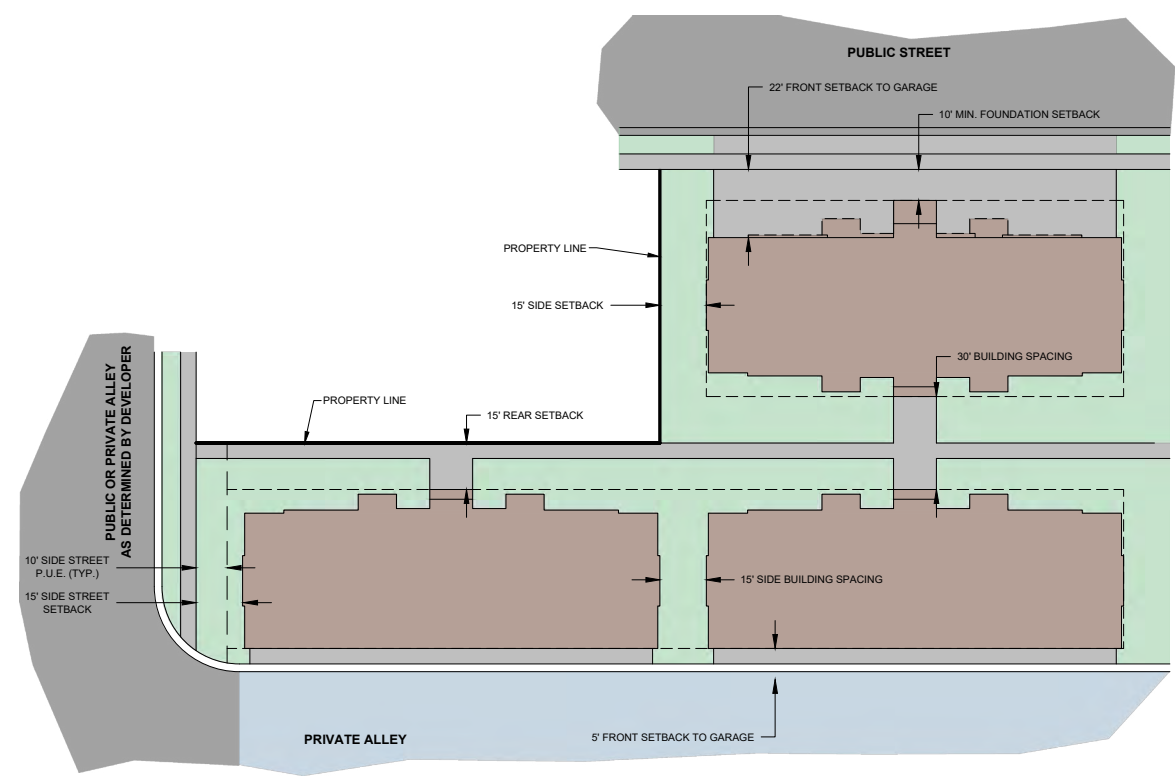




**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# APARTMENT & CONDOMINIUM SETBACK EXHIBIT

## Apartment & Condominium Building





EXAMPLES OF RESIDENTIAL HOUSING



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





## EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

### Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman-style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Window grids and window trim
6. Heavy, thick fascia
7. Large front porch
8. Porch supports (columns/pillars) are typically rectangular or tapered (not round) with masonry bases
9. Large roof overhangs (typically 18 to 24 inches)
10. Single-hung and double casement windows



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation
7. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White/light exteriors are common, and modern versions are black/dark or have mixed light/dark exterior color palettes
12. Dark windows are common
13. Use of copper or other metal on small roof elements



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## Typical Scandinavian Design

Scandinavian architecture includes traditional styles from Sweden, Norway, and Denmark. Typical designs focus on merging the structure with the surrounding environment, as well as integration of wood and natural materials, natural light, clean lines, neutral colors, etc. The overarching theme of Scandinavian architecture is minimalistic and simplistic design. The following features identify a Scandinavian style home:

1. Pitched roofs, oftentimes with no overhangs
2. Porch roofs may be flat
3. Dark casement windows with no trim or screens
4. Use of large windows and skylights to bring natural light indoors
5. Simple lines with no adornments
6. Use of natural colors and materials such as wood
7. Black, red, or yellow are often used to accent natural wood elements
8. Incorporation of functionality and comfort



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Roof pitches are typically 3/12-6/12
2. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
3. Large modern-style windows (typically without grids)
4. Overhanging eaves ranging from 18 to 24 inches
5. Horizontal, clean lines in the detailing
6. Lap siding with brick or stone details elements
7. Open floor plans
8. Wide, rectangular columns or pillars
9. Prominent low chimneys
10. Large, tall windows
11. Modern, glass panels in front door and garage
12. Wide front door (42 inches wide or larger)



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metals on small roof elements
9. Taller front door



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## Typical Modern Design

Modern design favors strong horizontal and vertical elements, as well as geometric shapes, to create a sense of simplicity. The aim of modern design is to simplify the home, emphasize function, and remove any unnecessary frills. In place of extra adornments, clean, simple lines and shapes create interest. The following features are common in a Modern-style home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## SALES SIGNS

---

### ON-PREMISE AND OFF-PREMISE TEMPORARY COMMUNITY SIGNS

---

Temporary community signs may be installed as needed to direct traffic to builder model home(s) and/or sales trailers during the selling process. These temporary community signs are permitted within Firefly as well as off site.

Temporary community signs may be installed along collectors, parkways, and minor/major arterials prior to and during active development or any form of development activity. The design and message may vary, but the purpose is to provide direction to and information about Firefly. Temporary community sign faces shall not exceed 200 square feet and height of sign shall not exceed 20 feet from grade. Temporary community signs shall be at least 200 feet from any other temporary sign. The ARC must approve the design prior to submitting a Development Application as appropriate.

### BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

---

A model home is considered a sales facility until it is sold. Temporary signs used on builder property, as well as areas in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in Firefly. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the ARC, and/or HOA if applicable, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside Firefly.
2. Each model home lot may include a 32 square feet sign, an 18 square feet sign, and up to three smaller informational signs that are 10 square feet or less.
3. Model and spec home signs must be removed within 30 days of when the last home is sold in Firefly or when the model home is sold.
4. Model and spec home signage must be approved by the ARC prior to Development Application.
5. Model and spec home and signage must comply with City's Vested Laws in every aspect not specifically identified herein.
6. Builders may install temporary builder signs anywhere in Firefly in compliance with the requirements of this section.
7. Builder may install a sign that is no larger than 10 square feet on each lot.



# 05 COMMERCIAL DEVELOPMENT STANDARDS

## COMMERCIAL STANDARDS

Specific commercial uses are listed in the Permitted and Conditional Use table on pages 5-04 to 5-11. Commercial standards for IPA, CPA, and NPA areas are as follows:

### BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

The IPA has been established to create an attractive development that provides opportunities for employment and tax base for Eagle Mountain City. This Area is characterized by flat, open land particularly suited for business park and industrial uses. Representative of the uses within this area are business park; technology-oriented business; manufacturing; fabrication and processing; storage warehousing; wholesale distribution; fulfillment centers; service provider offices, yards, and retail space; and flex space. Area subdivisions and dwellings on small lots, along with other uses which tend to thwart or prevent the use of the land for its primary purposes, have been excluded from this area. The following exceptions to City's Vested Laws shall apply in the IPA.

#### Exceptions to City's Vested Laws

**Lot Area:** No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

**Lot Width:** No minimum lot width.

### COMMERCIAL WITHIN NPA AREAS

Commercial uses are permitted or conditional as set forth in the uses table on pages 5-04 to 5-11. Vertical and horizontal forms of mixed uses are also permitted or conditional so long as the commercial components of the proposed development are listed in the uses table. The following exceptions to City's Vested Laws shall apply in the NPA.



## Exceptions to City's Vested Laws

---

**Lot Area:** No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

**Lot Width:** No minimum lot width.

**Building Height:** Maximum height of 55 feet.

**Building Size:** No minimum or maximum requirement.

**Building Materials:** Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

## COMMERCIAL PLANNING AREAS (CPA)

---

The areas covered by CPAs are intended to be central retail, service, professional office, high-density apartments, and vertical or horizontal mixed-use centers. For this reason, the areas have been located in high traffic parts of the project where the street pattern makes the uses readily accessible to all parts of the community and the surrounding region. The areas are intended to provide for a variety of community activities. The CPAs are characterized by clean, well lit streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well maintained shops, stores, offices, theater, and cultural buildings, as well as high-density multi-family residential dwellings, are also characteristic of these areas. Representative of the uses in these areas are special retail, lodging, apartment housing, professional offices, theaters, restaurants, and a wide variety of retail outlets. The following exceptions to City's Vested Laws shall apply in the CPA.

## Exceptions to City's Vested Laws

---

**Lot Area:** There shall be no minimum lot area requirements for commercial lots used for a commercial use permitted in the area. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings, except that no lot area requirements shall apply when the dwellings are mixed use (located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the area).

**Lot Width:** There shall be no minimum lot width requirements for commercial lots used for a commercial use permitted in the area.

**Building Height:** The maximum height of any building with a commercial use shall be 75 feet except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for multi-family dwellings.

**Building Size:** No requirements.

**Building Materials:** Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.





# EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS



**NOTE:**  
These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.



## PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) commercial uses for CPA, IPA, and NPA areas located in Firefly. Uses that are listed as “C” (conditional) will follow the Conditional Use application procedures and approval standards found in the City’s Vested Laws.

| USE                             | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------|-----|-----|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accessory Dwelling Unit (ADU)   |     |     | C/P <sup>1</sup> | Accessory Dwelling Unit (ADU) is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Agricultural Sales and Service  | P   | P   |                  | Agricultural Sales And Service is an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses which are used for wholesale and/or retail purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Animal Care Service             |     |     | C/P <sup>1</sup> | Animal Care Service means a commercial or nonprofit facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Typical uses do not include kennels, short-term pet sitting, or hobby breeding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Animals and Fowl                |     |     | C/P <sup>1</sup> | Animals and Fowl for recreation and family food production means large animals including horses, mules/donkeys, cattle, llamas, and ostriches and small animals including roping steers, goats, sheep, hogs, and pigs. Up to 1 large animal, 1 small animal, and 4 chickens allowed per 5,000 square feet (minimum lot size of 21,780 square feet).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Asphalt and Concrete Production |     | P   |                  | Asphalt and Concrete Production means the production of asphalt and/or concrete in one or more plants, including, but not limited to, batch plants, together with the excavation and storage of rock, sand, gravel, and other materials used in the production of asphalt and/or concrete. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and buildings, facilities and storage yards used to mix asphalt and concrete products.                                                                                                                                                                                                                                                                                                                     |
| Assisted Living Facility        | P   |     | C/P <sup>1</sup> | Assisted Living Facility means a residential facility, licensed by the state of Utah, with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services and who have a service plan based on the assessment, which may include: specified services of intermittent nursing care; administration of medication; and support services promoting residents’ independence and self-sufficiency. An assisted living facility does not include a residential facility for persons with a disability or an adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability. |
| Auction (Except Animals)        | P   |     |                  | Auction is any sale where tangible goods, wares, or merchandise is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Auto Service, Major             | P   | P   |                  | Auto Service, Major means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul, provided it is conducted within a completely enclosed building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Auto Service, Minor             | P   | P   |                  | Auto Service, Minor means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, provided it is conducted within a completely enclosed building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



| USE                                                                   | CPA            | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------|----------------|-----|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Automobile Gas Station                                                | P              | P   | C/P <sup>1</sup> | Automobile Gas Station means an establishment for the retail sale of automotive fuels and lubricants and at which no vehicle repair or maintenance service is offered. Such an establishment may offer for retail sale other convenience items such as food and may also include a car wash.                                                                                                                                                                                                                                                                                                                               |
| Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental | P              | P   |                  | Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include non-serviceable or junk vehicles or equipment.                                                                                                                                                                                                                                                                                                                                                                               |
| Bank                                                                  | P              | P   | C/P <sup>1</sup> | Bank means a business principally involved in the lending, borrowing, exchanging, issuing, or safeguarding of money, under charter from an agency of the state of Utah or the United States.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Bar or Tavern                                                         | P              | P   | C/P <sup>1</sup> | Bar or Tavern means a business principally involved in the sale of alcoholic beverages under license from the city and the state of Utah.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Bed and Breakfast Facility                                            | P              |     | C/P <sup>1</sup> | Bed and Breakfast Facility means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.                                                                                                                                                                                                                                                        |
| Car Wash                                                              | P              | P   | C/P <sup>1</sup> | Car Wash means a facility engaged in cleaning or detailing motor vehicles, including cars, passenger trucks, and recreational vehicles, whether self-service, automatic or by hand. A car wash may be an accessory use to an automobile gas station or convenience store, or it may be a principal use on the lot.                                                                                                                                                                                                                                                                                                         |
| Commercial Food Preparation                                           | P              | P   |                  | Commercial Food Preparation is a facility in which food is processed or otherwise prepared, primarily for off-site consumption and/or sales. Facilities may be shared among various food processors, producers, or preparers. Uses may include but are not limited to: commissary kitchen and catering.                                                                                                                                                                                                                                                                                                                    |
| Communication Facility                                                | P              | P   |                  | Communication Facility means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Construction Sales and Service                                        | P              | P   |                  | Construction Sales and Service is an establishment engaged in retail or wholesale sale of materials and services used in construction of buildings or other structures, as well as outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumber yards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, air conditioning, electrical, plumbing, and heating supply stores, swimming pool sales, construction and trade contractors' offices and storage yards, and public utility corporation storage yards. |
| Convenience Store                                                     | P              | P   | C/P <sup>1</sup> | Convenience Store is an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in the retail sale or rental, from the premises, of food, beverages and other frequently or recurrently needed items for household use, excluding gasoline sales.                                                                                                                                                                                                                                                                                                    |
| Data Center                                                           | P <sup>2</sup> | P   |                  | Data Center meaning electronic data management businesses, centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.                                                                                                                                                                                                  |
| Day Care Center, Adult                                                | P              | P   | C/P <sup>1</sup> | Day Care Center, Adult means a non-medical facility for the daytime care of adults who, due to advanced age, disability or impairment, require assistance and/or supervision during the day.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Day Care Center, Child, Large                                         | P              | P   | C/P <sup>1</sup> | Day Care Center, Child, Large means an establishment providing care and maintenance to 50 or more children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.                                                                                                                                                                                                                                                                                                                                                                            |





| USE                                   | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|-----|-----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Day Care Center, Child, Small         | P   | P   | C/P <sup>1</sup> | Day Care Center, Child, Small means an establishment providing care and maintenance to more than 12, but fewer than 50, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Day Care Establishment, Family, Child | P   |     | C/P <sup>1</sup> | Day Care Establishment, Family, Child means an establishment providing care and maintenance to four or more, but fewer than 12, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services to be provided within a single-family residence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Electronic Sales and Repair           | P   | P   |                  | Electronic Sales and Repair means a retail establishment that deals in the sale and repair of electronics.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Flea Market (Indoor)                  | P   | P   |                  | Flea Market (Indoor) is a building devoted to the indoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Flea Market (Outdoor)                 | P   | P   |                  | Flea Market (Outdoor) is an outdoor area devoted to the periodic outdoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Funeral Home                          | P   |     | C/P <sup>1</sup> | Funeral Home is an establishment engaged in preparation of funeral services. Uses may include the preparation of the deceased for burial, for the display of the deceased and/or for ceremonies or services related thereto. A funeral home may include facilities for embalming, but not for cremation. It may also include facilities for the storage of caskets, funeral supplies, and funeral vehicles. A funeral home may also be known as a funeral parlor or a mortuary.                                                                                                                                                                                                                                                                                                                                                         |
| Garden Center                         | P   | P   | C/P <sup>1</sup> | Garden Center means an establishment for the growing, cultivation, storage, or sale of plants, flowers, trees, shrubs, garden plants, bushes, landscaping materials, or similar plantings, including materials, tools, implements, equipment, and packaged substances for the maintenance and care of such plantings intended for ornamental, garden, or landscaping purposes. Typical uses include greenhouses, plant and tree nursery, permanent tree lots, and garden supply stores. Typical uses do not include sod farms, storage sites for landscaping materials or cannabis production facilities.                                                                                                                                                                                                                               |
| Government Service                    | P   | P   | C/P <sup>1</sup> | Government Service is any building or facility used, owned, or operated by a government entity which provides services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Grain Elevator                        |     | P   |                  | Grain Elevator is a storage area or structure where grain products are temporarily stored for transfer to trucks, train cars, or other forms of transportation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Heliport                              |     | P   |                  | Heliport is a landing area solely for the landing of helicopters. A heliport may include more than one helipad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Hometel                               | P   |     |                  | Hometel is a building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Hospital                              | P   | P   |                  | Hospital is a facility that: A. Offers services more intensive than those required for room, board, personal services and general nursing care; B. Offers facilities and beds for use beyond twenty four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; or C. Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include accessory uses, such as offices for medical and dental personnel, daycare facilities for employees, patients, or patient visitors, and central service facilities, such as pharmacies, medical laboratories, and other related uses. |



| USE                             | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|-----|-----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hotel or Motel                  | P   | P   |                  | Hotel or Motel means a building or group of buildings containing individual sleeping units designed and used primarily for the accommodation of short-term guests, and with automobile parking or storage available. This definition includes restaurant, food service and group meeting facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Indoor Shooting Range           | P   | P   |                  | Indoor Shooting Range means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located within the confines of a building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Kennel                          | P   | P   |                  | Kennel is an establishment having three (3) or more dogs of any age for the purpose of boarding, letting for hire, or training for profit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Laboratory, Medical Related     | P   | P   |                  | Laboratory, Medical Related is an establishment that performs research and analysis of medical tests and biologic samples collected for the purpose of medical diagnosis. A medical related laboratory is not a bio-medical facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Liquor Store                    | P   | P   |                  | Liquor Store is a State store, owned and operated by the State of Utah, as defined and regulated under Utah Code Annotated title 32B, or its successor, for the sale of alcoholic beverages for off premises consumption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Manufactured Home or Dwelling   |     |     | C/P <sup>1</sup> | Manufactured Home or Dwelling means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act (4 USC 5401), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.                                                                                                                                                                                                                                                                                           |
| Manufacturing, Heavy            |     | P   |                  | Manufacturing, Heavy means the assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average effects on the environment, or that ordinarily have significant effects on the use and enjoyment of adjacent property through noise, dust, smoke, fumes, odors, glare or health or safety hazards or that otherwise do not constitute "light manufacturing." This term includes processing and fabrication of large or bulky products, products made from raw or extracted materials, or products involving flammable or explosive materials and processes which require land area for fabrication or storage of products. This term shall include refineries and chemical manufacturing.     |
| Manufacturing, Light            | P   | P   |                  | Manufacturing, Light means the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, dust, smoke, fumes, odors, glare or health or safety hazards outside of the building or lot where such activities take place, where such uses are housed entirely within a building or where the area occupied by outdoor storage of goods and materials used in such processes does not exceed 25 percent of the floor area of all buildings on the property. Light manufacturing generally includes processing and fabrication of finished products, predominantly from previously prepared materials. This term shall include uses such as electronic equipment production and printing plants. |
| Medical and Health Care Offices | P   | P   | C/P <sup>1</sup> | Medical and Health Care Offices means offices or clinics which provide services for the prevention, treatment and care of illness or injury; medical, dental and chiropractic offices; offices devoted to the healing arts such as licensed, accredited massage therapists; licensed physical therapists; and psychotherapists; and which may include a pharmacy, drug store or laboratory intended to serve patients of the medical or dental professions as an accessory use.                                                                                                                                                                                                                                                                   |
| Mixed Use                       | P   |     | C/P <sup>1</sup> | Mixed Use means a type of development containing both residential dwelling units and other uses, such as commercial or office uses, on the same or adjacent portions of the project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).                                                                                                                                                                                                                                                                                                 |
| Modular Unit                    |     |     | C/P <sup>1</sup> | Modular Unit is a structure built from sections manufactured in accordance with the construction standards adopted pursuant to Utah Code Annotated title 15A, and transported to a building site, the purpose of which is for human habitation, occupancy or use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



| USE                                          | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|-----|-----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Moving and Storage Facilities and Businesses |     | P   |                  | Moving and Storage Facilities and Businesses means a facility or business engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the parking of moving vehicles.                                                                                                                                                                                                                                                                                                                                             |
| Multi-family Dwelling                        | P   |     | C/P <sup>1</sup> | Multi-family Dwelling means housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental.                                                                                                         |
| Museum                                       | P   |     | C/P <sup>1</sup> | Museum means an institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.                                                                                                                                                                                                                                                                                                                              |
| Office Use                                   | P   | P   | C/P <sup>1</sup> | Office Use means a type of business use, which may or may not offer services to the public, that is engaged in the processing, manipulation or application of business information or professional expertise. An office use is not materially involved in fabrication, assembly or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. Examples include accounting, investment services, architecture, engineering, legal services and real estate services.                            |
| Office/Warehouse                             | P   | P   |                  | Office/Warehouse is a facility of single or multiple buildings or units where at least twenty-five percent (25%) of each building or unit is built as office space or showroom with the remainder of the building or unit built as storage or warehouse space. Such facility typically has garage bays to service the warehouse component.                                                                                                                                                                                                                                      |
| Open-Air Businesses                          | P   | P   |                  | Open-Air Businesses is any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.                                                                                                                                             |
| Outdoor Storage                              | P   | P   |                  | Outdoor Storage means the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to the public.                                                                                                                                                                                                                                                                                                                                                                                                                |
| Park, Community                              | P   | P   | C/P <sup>1</sup> | Park, Community means one that is typically intended to serve a specific segment of the community and is generally medium-sized. Park improvements are generally intended to provide a full range of passive and active recreational events. However, extensive lighting or parking will not be utilized in these parks.                                                                                                                                                                                                                                                        |
| Park, Neighborhood                           | P   | P   | C/P <sup>1</sup> | Park, Neighborhood is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Park, Regional                               | P   | P   | C/P <sup>1</sup> | Park, Regional is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the population.                                                                                                                                                                                                                                                                                                                                                                                                  |
| Parking Lot                                  | P   | P   | C/P <sup>1</sup> | Parking Lot is an open area other than a street, alley, or driveway, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.                                                                                                                                                                                                                                                                                                                                           |
| Pawnshop                                     | P   |     |                  | Pawnshop is any person or establishment engaged in any of the following: A. Lending money on deposit of personal property. B. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledgor or depositor. C. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property. D. Selling unredeemed pledged personal property, together with such new merchandise, as will facilitate the sale of such property. |

| USE                                                | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------|-----|-----|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pet Sales                                          | P   |     | C/P <sup>1</sup> | Pet Sales is any establishment wherein dogs, cats, small household pets such as birds, fish, and reptiles, or other household pets of any age are kept or displayed for the purposes of retail sales. This definition does not include kennel; cattery; animals for sale by an animal breeder; or the sales of small household pets that may be associated with another allowed use. Pet sales does not include animal adoptions from a city or county animal shelter, animal control agency, or a non-profit animal welfare organization incorporated within the State of Utah for the purpose of preventing cruelty to animals, or by any properly authorized establishment used for the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats or other small domestic animals. |
| Printing and Copying, Limited                      | P   | P   | C/P <sup>1</sup> | Printing and Copying, Limited is a business establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Private and Public Schools                         | P   |     | C/P <sup>1</sup> | Private and Public Schools means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Recreation and Entertainment, Indoor               | P   |     | C/P <sup>1</sup> | Recreation and Entertainment, Indoor is an establishment providing recreation and entertainment that is wholly enclosed in a building. Typical uses include amusement rides, athletic and fitness facilities, bowling alleys, dance halls, indoor theaters, pool halls, racquetball and handball courts, and swimming pools.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Recreation and Entertainment, Outdoor              | P   |     |                  | Recreation and Entertainment, Outdoor is an establishment providing recreation and entertainment which takes place in the open. Typical uses include archery ranges, batting cages, campgrounds, golf courses, golf driving ranges, drive-in theaters, miniature golf courses, rodeo grounds, tennis courts, and amusement rides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Recreational Vehicle Storage Yard                  | P   | P   | C/P <sup>1</sup> | Recreational Vehicle Storage Yard is a fenced area for storage of recreational vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Recycling Center, Indoor                           |     | P   |                  | Recycling Center, Indoor is a building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line and shall be screened to mitigate blowing debris.                                                                                                                                                                                                                                                                                                                                                                          |
| Recycling Collection Station                       | P   | P   | C/P <sup>1</sup> | Recycling Collection Station is one or more outdoor freestanding containers available to the general public occupying an area not greater than four hundred (400) square feet, exclusive of area required for vehicular access, and designed to receive and store recyclable materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Religious or Cultural Meeting Hall                 | P   |     | C/P <sup>1</sup> | Religious or Cultural Meeting Hall means a building or buildings owned or maintained by organized religious organizations and nonprofit associations for social, civil or philanthropic purposes, or as a place of worship. Uses also include public nonprofit displays of art, historic or cultural artifacts or other inanimate exhibits, a building used as a lending library or reading room, seminaries (associated with schools), monasteries and convents. This definition shall not include tents or temporary structures.                                                                                                                                                                                                                                                                                     |
| Research Service                                   |     | P   |                  | Research Service is an establishment engaged in industrial, medical, or scientific inquiries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Residential Dwelling Unit                          |     |     | C/P <sup>1</sup> | Residential Dwelling Unit ("RDU") means a single unit intended to be occupied for a residential living purpose.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Residential Facility for Persons with a Disability | P   |     | C/P <sup>1</sup> | Residential Facility for Persons with a Disability means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.                                                                                                                                                                                                                                                                                                                                                                                    |
| Restaurant                                         | P   | P   | C/P <sup>1</sup> | Restaurant means a building, property, or location where the primary purpose is to serve as an eating establishment with facilities in which food is prepared for either on- or off-site consumption. This definition also includes specialty food stores, such as ice cream parlors or delicatessens.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



| USE                                                                     | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------|-----|-----|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Retail Goods Establishment                                              | P   | P   | C/P <sup>1</sup> | Retail Goods Establishment means a building, property, or activity, the principal use or purpose of which is the sale of physical goods, products, or merchandise directly to the consumer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Retail Services Establishment                                           | P   | P   | C/P <sup>1</sup> | Retail Services Establishment means a building, property, or activity where the principal use or purpose is the provision of personal services directly to the consumer. This term shall include barber shops, beauty parlors, laundry and dry cleaning establishments (with off-plant premises), tailoring shops, shoe repair shops, and the like.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Retail, General                                                         | P   | P   | C/P <sup>1</sup> | Retail, General is an establishment that rents or sells goods to the public but excluding uses specifically classified in another definition herein. Typical uses include apparel stores, antique shops, art and hobby supply stores, bicycle shops, bookstores, clothing rental stores, department stores, discount stores, drugstores, electronic appliance stores, florists, food stores, furniture and appliance stores, gift and novelty shops, glass and mirror shops, hardware stores, home improvement centers, jewelry stores, medical supply stores, music stores, optical retail sales, paint stores, pet supplies stores, photocopying and blueprinting shops, photography supply stores, record, tape and video stores, sporting goods stores, toy stores and variety stores. |
| Rock, Sand and Gravel Storage and Distribution (As Part of Development) | P   | P   | C/P <sup>1</sup> | Rock, Sand and Gravel Storage and Distribution is the outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on site of necessary loading equipment, facilities and vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Short Term Rental                                                       | P   |     | C/P <sup>1</sup> | Short Term Rental is a lease or rental of a dwelling unit, or any portion thereof located within agricultural or residential zones for lodging or accommodation purposes for a period of less than thirty (30) consecutive days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Sign, Painting, Fabrication                                             | P   | P   |                  | Sign, Painting, Fabrication is a facility and/or service that specializes in the fabrication of all types of interior and exterior signage and offers services including painting, printing, sandblasting, routing, engraving and/or sign installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Stables                                                                 | P   |     | C/P <sup>1</sup> | Stables means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Store, Warehouse Club                                                   | P   |     |                  | Store, Warehouse Club is a retail business requiring patron membership, and selling packaged and bulk foods and general merchandise. They are characterized by high volume and a restricted line of popular merchandise in a no frills environment. They have centralized exit checkout stations, and utilize shopping carts for customers. These stores typically range from one hundred twenty thousand (120,000) to one hundred fifty thousand (150,000) square feet in size.                                                                                                                                                                                                                                                                                                           |
| Tattoo and Body Engraving Service                                       | P   |     |                  | Tattoo and Body Engraving Service is a personal service establishment furnishing tattoos and body piercing on the premises. This definition excludes permanent cosmetics when done in association with a permitted personal care service, such as a beauty shop or nail salon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Trade/Vocational School                                                 | P   | P   |                  | Trade/Vocational School is an establishment, for profit or not, conducting a course of instruction, training, or retraining to prepare individuals to follow an occupation or trade offering regularly scheduled instruction in technical, commercial or trade skills, such as, but not limited to, business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology, and similar types of instruction.                                                                                                                                                                                                                                                                                         |
| Travel Center                                                           | P   | P   |                  | Travel Center means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Truck Freight Terminal                                                  |     | P   |                  | Truck Freight Terminal is a premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



| USE                             | CPA | IPA | NPA | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|-----|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Utility, Major                  |     | P   |     | Utility, Major is a facility of any entity which provides the general public with electricity, natural gas, sewage collection, telecommunication, water, or other similar service. This term excludes wireless telecommunication facilities, storage buildings or yards, gas or oil processing, and manufacturing facilities. Typical uses include electric generation plants, water storage reservoirs, and water and wastewater treatment plants. |
| Warehouse                       |     | P   |     | Warehouse is a structure, or part thereof, or area used principally for the storage of goods and merchandise.                                                                                                                                                                                                                                                                                                                                       |
| Warehouse, Self Service Storage | P   | P   |     | Warehouse, Self-Service Storage is an enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.                                                                                                                                                                                                               |
| Welding Shop                    |     | P   |     | Welding Shop is a business in which metal is joined, united, repaired, produced, or created by heating and allowing the parts to flow together, or by hammering or compressing with or without previous heating.                                                                                                                                                                                                                                    |
| Wholesale, Distribution         |     | P   |     | Wholesale Distribution is a business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of materials, supplies and goods from its inventory to companies within the industry. A wholesale distributor is not a retail goods establishment.                                                                                                                                    |
| Woodworking Mill                |     | P   |     | Woodworking Mill is a facility where timber is processed to produce wood products.                                                                                                                                                                                                                                                                                                                                                                  |

**1** Permitted in NPAs 9 and 12. Conditional in all other NPAs.

**2** Permitted in CPA 3

## CONTINUING USE RESTRICTION

Once a final plat for a residential use is recorded there will be a plat note providing that the residential use cannot be modified except by a plat amendment.

## COMMERCIAL/BUSINESS PARK SIGNS

All signs within the Firefly boundaries are considered on-premise signs. Monument sign design will be detailed at Development Application. Pylon, pedestal, and wall signs consisting of letters and cabinets indicating the business, commodities, service, industry, or other activity sold, offered, or conducted on the premises are permitted in NPA, IPA, and CPA areas in accordance with the following criteria:

## MONUMENT SIGNS IN COMMERCIAL AREAS

Commercial developments with multiple businesses shall be permitted to construct monument signs. The ARC must approve the design and locations prior to submitting a Development Application, as appropriate.





## PYLON & PEDESTAL SIGNS

---

1. One detached on-premise sign is permitted for each developed parcel not exceeding one-and-a-half square feet of sign area for each linear foot of street frontage.
2. No sign face may exceed a total sign area of 200 square feet per side with a maximum of two sides. Electronic message centers may be incorporated into the sign, but are only allowed along arterial and major collectors.
3. If a developed parcel has in excess of 200 linear feet of street frontage, additional signs may be allowed, provided the distance between detached signs on each parcel is not less than 200 feet as measured in a straight line.
4. The maximum sign height is 35 feet above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from highway grade.
5. The minimum sign clearance from grade to the bottom of the sign is eight feet.
6. Minimum sign setback from all property lines is two feet.
7. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

## WALL SIGNS

---

1. A single-story building or unit is permitted one primary wall sign. A multiple story building is permitted to have multiple primary wall signs. Additionally, one wall sign is allowed per tenant space.
2. Primary wall signs shall not exceed ten percent (10%) of the facade on which the sign is mounted, or 96 square feet, whichever is less.
3. Each primary wall sign for single-story buildings shall maintain a minimum height of 8 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary wall sign for multiple-story buildings shall be no lower than the bottom of the top floor of the building.
4. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.



# 06 TRANSPORTATION

## ROADWAY FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide transportation service to the area. These guidelines and requirements set forth herein are based upon the current property and do not account for any additional property that may be added to Firefly. It is intended that this document be the basis for planning infrastructure. The information included will be a guide for development of the roadway facilities in serving both current and future needs. The document will focus primarily on infrastructure located within Firefly.

The specific objectives of the document include:

1. Identifying existing transportation corridors and roads within Firefly to be built by Master Developer
2. Identifying typical standards for the design of the roadway and pavement sections
3. Providing direction for the planning of future facilities throughout Firefly

### Existing Transportation Corridors & Improvements

To develop the Tyson Food site, Master Developer was required to construct the following roadways within the boundary of City:

**Firefly Boulevard** – Firefly Blvd has been identified as the major arterial corridor transecting Firefly. From SR-73 east to Tiffany Lane, the right-of-way has been classified as 152 feet with five lanes. Construction to date has included improvements of SR-73 and a 2-lane roadway to Tyson Parkway. UDOT approved the intersection with SR-73. Pavement section determination was provided by a Geotechnical Engineer and approved by the City Engineer. The remainder of the 2-lane roadway, from Tyson Parkway to Tiffany Lane, was completed in December 2020.

**4000 North** – 4000 North has been identified as a major collector corridor from SR-73 to Eagle Mountain Boulevard. The road has long been a County maintained gravel road. UDOT has approved improvements of 4000 North at SR-73. The right-of-way has been classified as 94 feet with three lanes through the boundaries of the City. Curb, gutter, and trail were constructed along Tyson Food's frontage. Pavement within City extends 600 feet to the east of Tyson Parkway. The remainder of the western portion of the roadway is within Cedar Fort. City shall not require Master Developer to design or construct any portion of 4000 North that is not within Firefly.

**Tyson Parkway** – Tyson Parkway has been identified as a minor collector corridor from 4000 North to Firefly Blvd. The right-of-way has been classified as 77 feet. As an industrial land use corridor, the road section was approved to be modified. The section includes only a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.



## Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

1. Design and construct all streets within Firefly to a minimum level of service “D.”
2. Utilize the Street Sections contained herein that provide standards for each road way classification.
3. Obtain a Geotechnical Report as needed for the design of pavement sections when asphalt depths are greater than 3 inches.

These service and design requirements are based upon projected land uses and number of residential units within Firefly. Master Developer has certain discretion to adjust the final number of units, location of units, and types of units as well as layout of approved land uses within Firefly. Those final details may be different than the current projections upon which the existing Firefly road layout is based. Accordingly, Master Developer may, in its discretion, install any of the approved Street Sections within Firefly so long as the proposed Street Section supplies a level of service equal to or greater than “D” when taking into account the effects of the development proposed in a “Development Application.” Additionally, narrowed intersections and roundabouts may be used to safely control vehicular traffic, pedestrians, and bicyclists.

## Future City Transportation Corridors

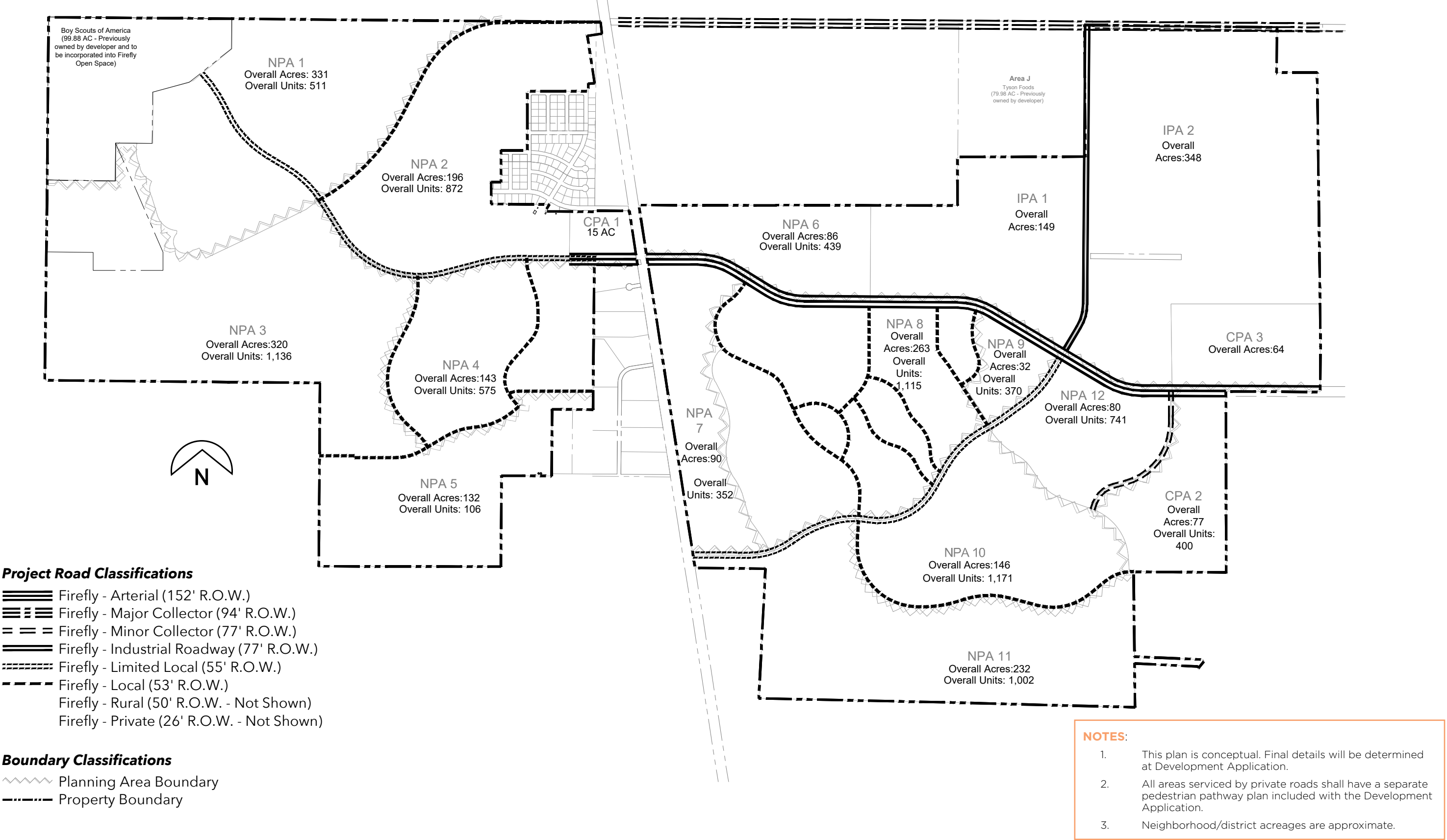
Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more development occurs, the existing roads may be widened and improved to maintain the required level of service “D.”

## Industrial Zone Area Road Standards

Within the Industrial Zone areas, the 55' and 77' industrial Street Sections will be used which include a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.



# ROADWAY EXHIBIT



# STREET SECTIONS

**NOTE:** Public/private determined by Master Developer.



A Utah Corporation -  
**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

**POLE CANYON  
EAGLE MOUNTAIN, UTAH**

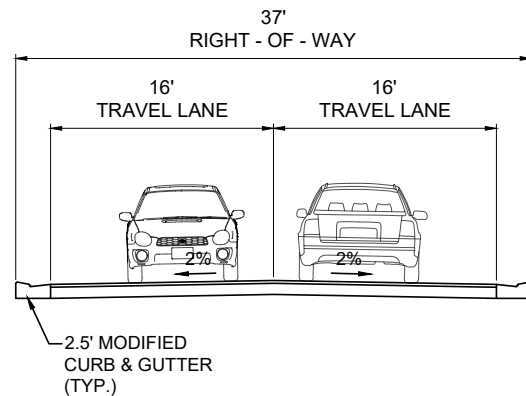
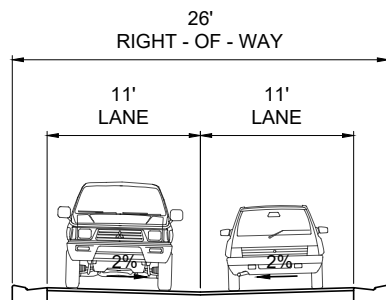
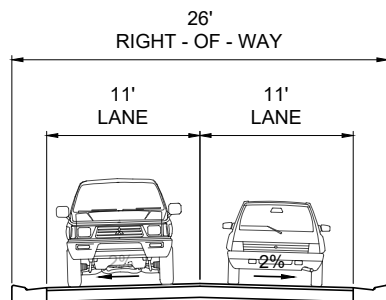
**STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #:  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

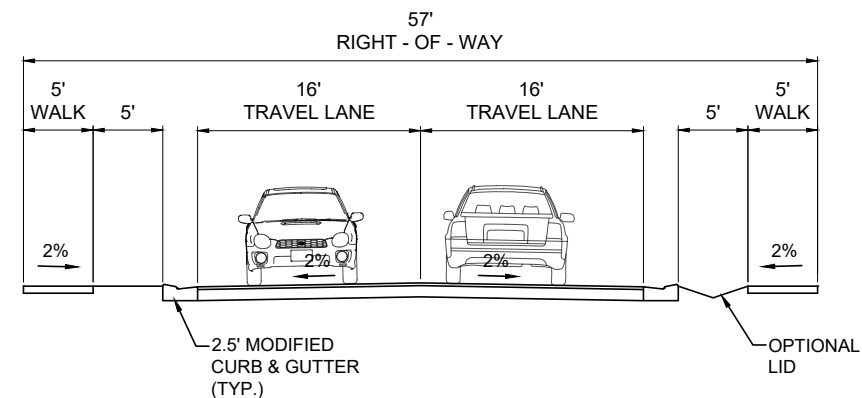
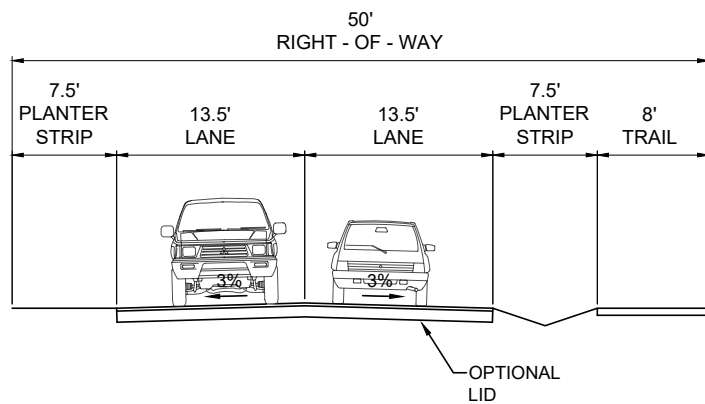
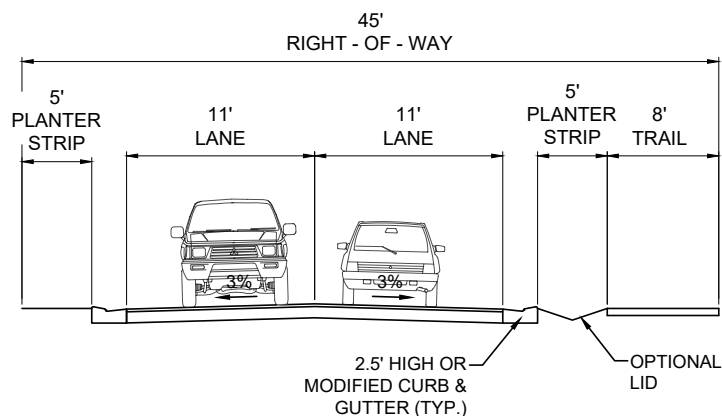
SHEET

**1**



**1 26' PRIVATE ALLEY SECTIONS**

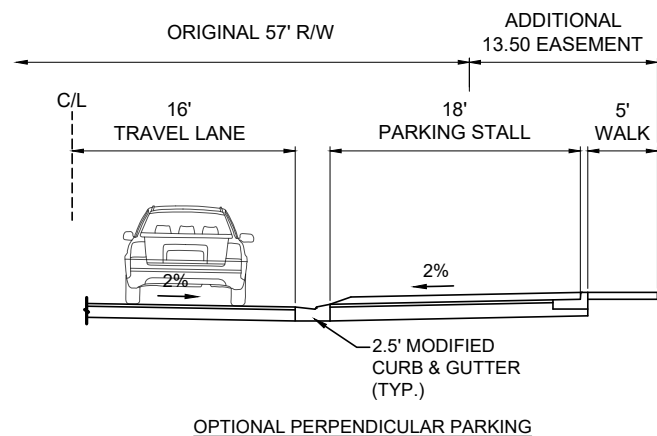
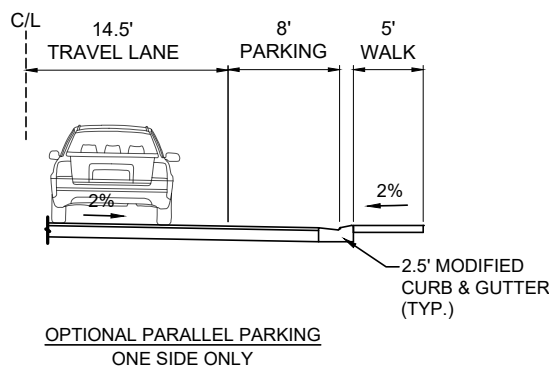
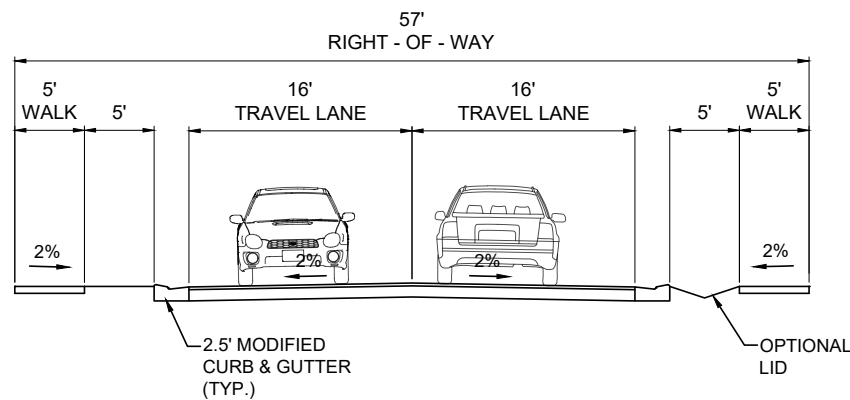
**2 37' SUB-LOCAL SECTION (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)**



**3 45' RURAL SECTION (NPA-5)**

**3A 50' RURAL SECTION (NPA-5)**

**4 57' LOCAL SECTION (FRONTAGES GREATER THAN 80')**



**4A 57' LOCAL SECTION (FRONTAGES 40' - 80')**



**NOTE:** Public/private determined by Master Developer.



- A Utah Corporation -

**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

**POLE CANYON**  
EAGLE MOUNTAIN, UTAH

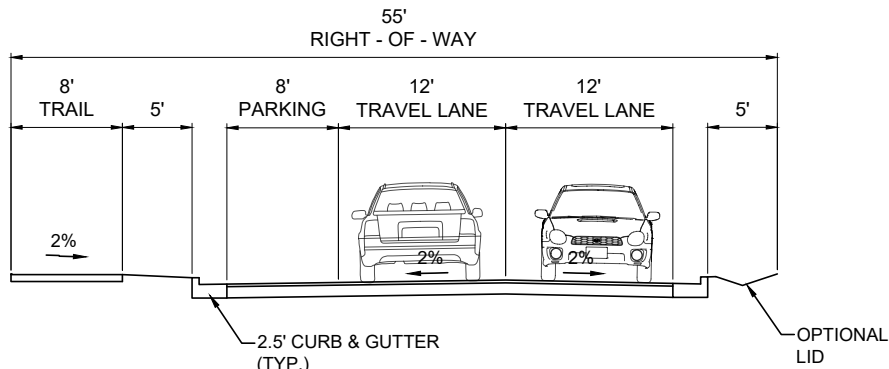
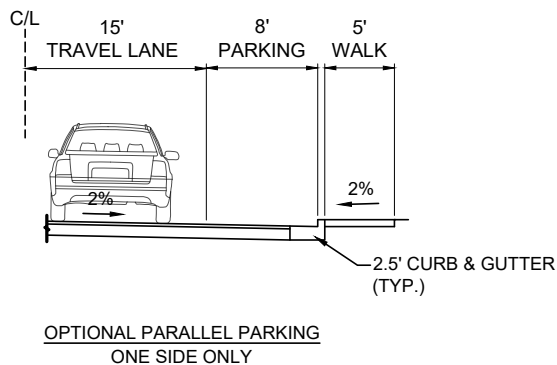
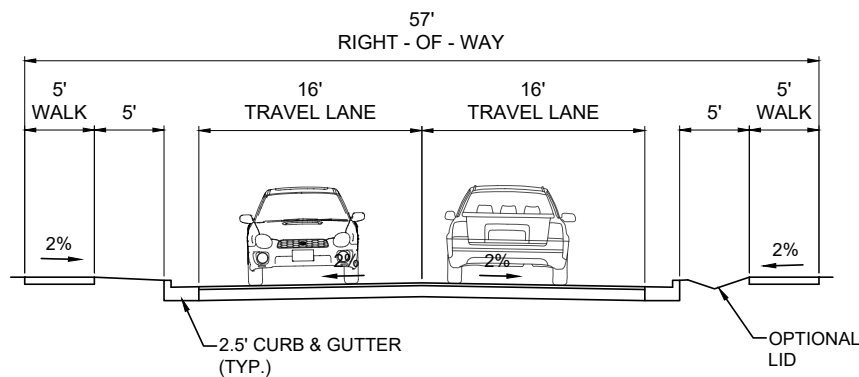
**STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #:  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

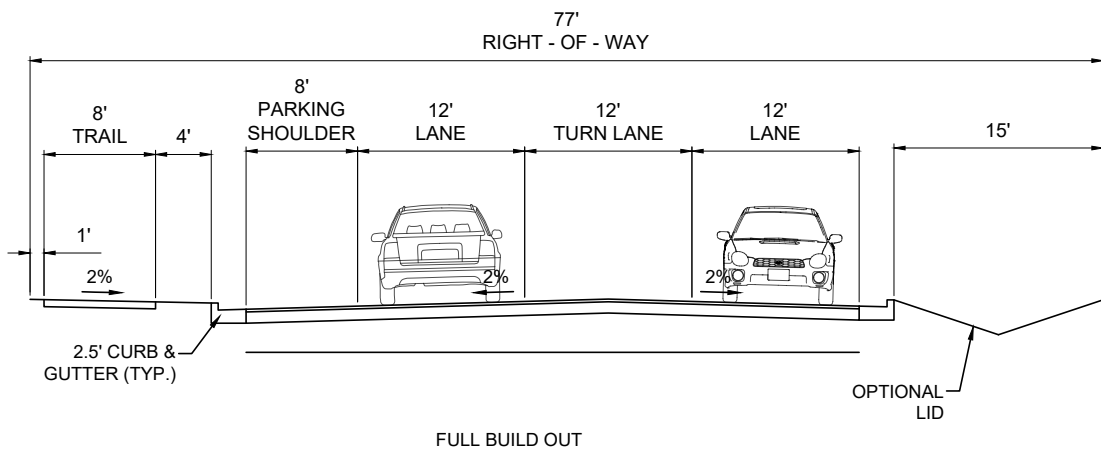
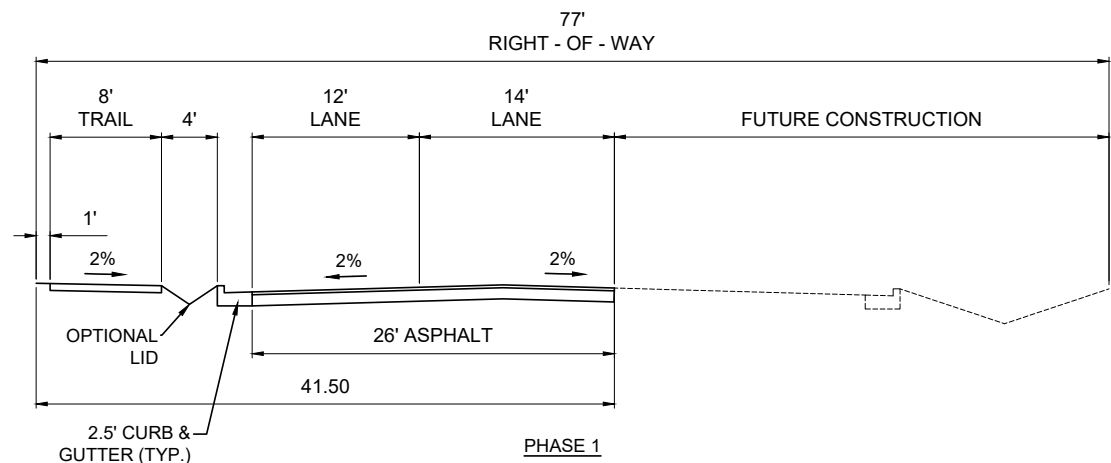
SHEET

**2**

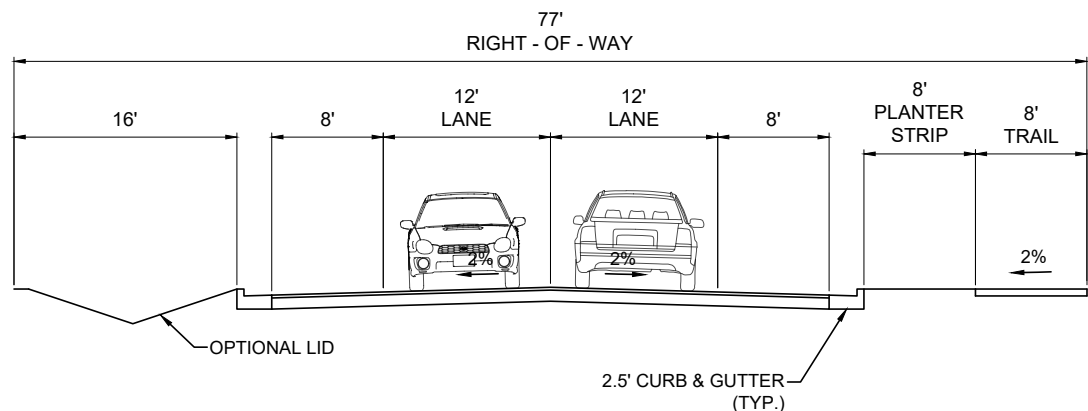


**5 57' LIMITED LOCAL SECTION**

**6 55' INDUSTRIAL SECTION**



**7 77' INDUSTRIAL SECTIONS**



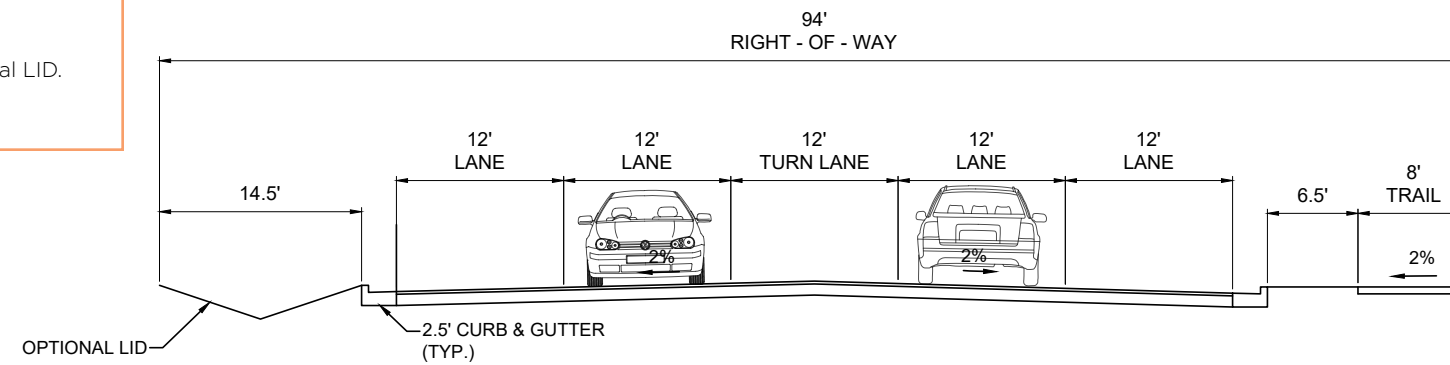
**8 77' MINOR COLLECTOR SECTION**



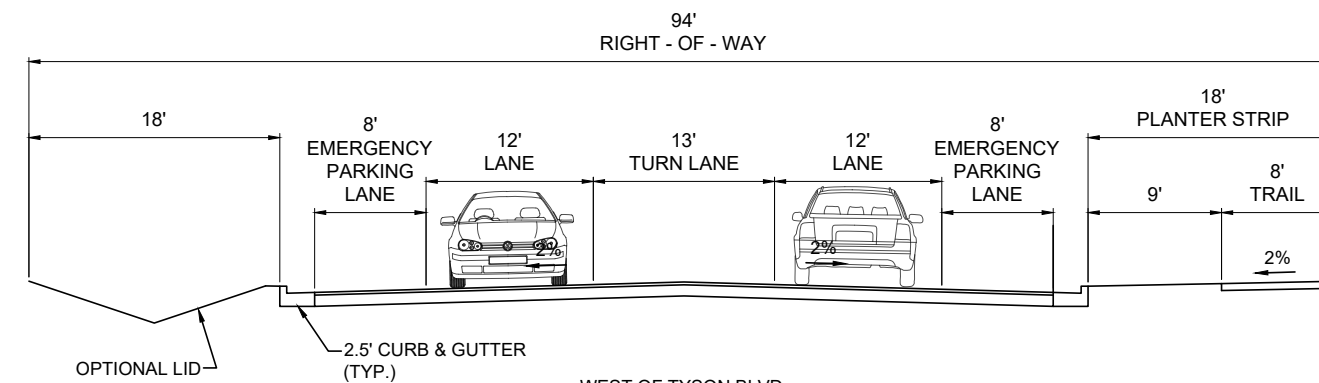


**NOTE:**

1. Trees, as required, are allowed within the optional LID.
2. Public/private determined by Master Developer.

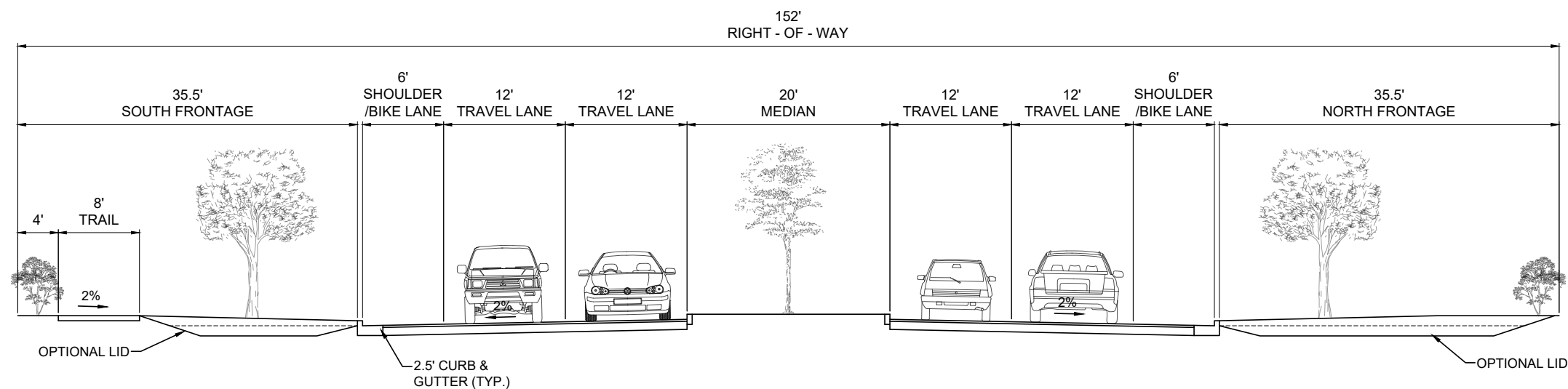


EAST OF TYSON BLVD.



WEST OF TYSON BLVD.

**9 94' MAJOR COLLECTOR SECTIONS**



**10 152' ARTERIAL SECTION**



- A Utah Corporation -

**ENGINEERS  
SURVEYORS  
PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

**POLE CANYON  
EAGLE MOUNTAIN, UTAH**

**STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

SHEET  
**3**





# firefly Phase 1 — Community Park A



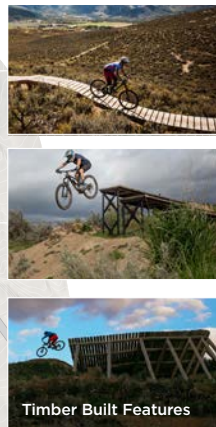
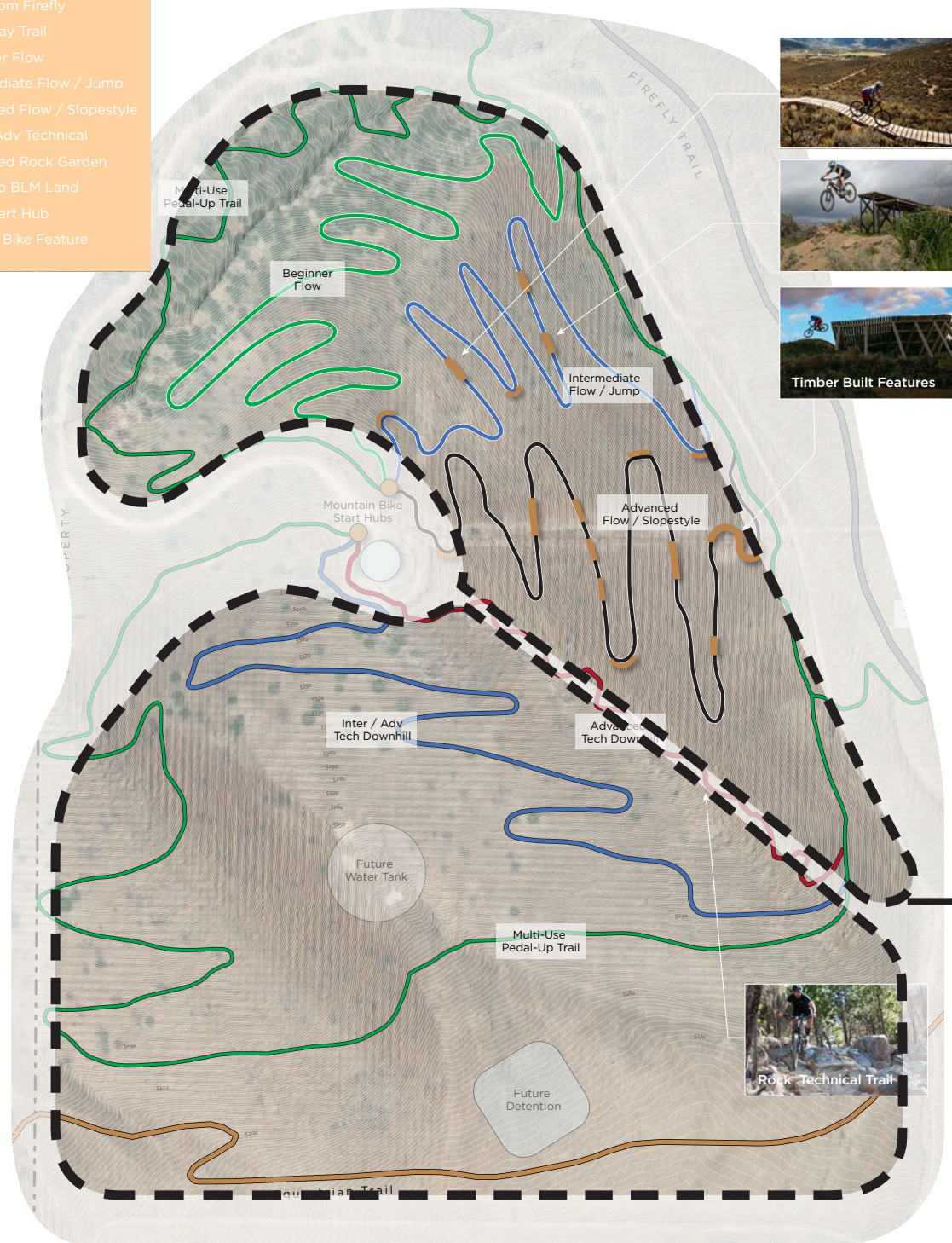
**NOTE:** This plan is conceptual and is subject to change as permitted herein.  
Final details will be determined at Development Application.



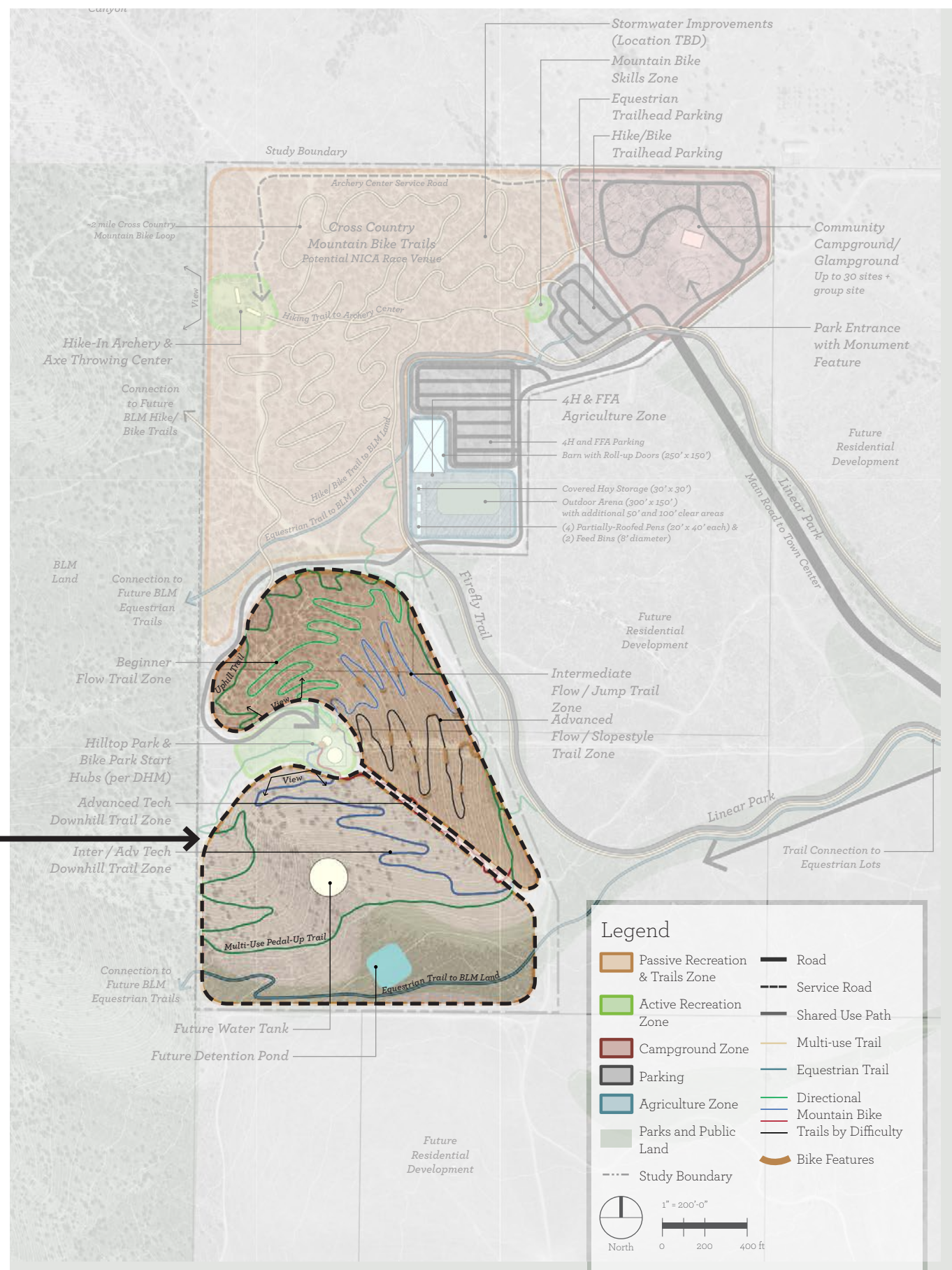
# firefly Phase 1 — Regional Park C

## LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature



**NOTE:** This plan is conceptual and is subject to change as permitted herein. Final details will be determined at Development Application.





# firefly Phase 1 — White Hills Neighborhood Park





**EXHIBIT L  
TO  
AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT**

**TABLE OF CONTENTS  
DATA CENTER OVERLAY ZONE**

|    |                                             |     |
|----|---------------------------------------------|-----|
| 1. | EXPEDITED APPROVAL PROCESS.....             | 1   |
| 2. | PERMITTED USES .....                        | 1   |
| 3. | BUILDING HEIGHT .....                       | 1   |
| 4. | FENCE.....                                  | 2   |
| 5. | SETBACKS.....                               | 2   |
| 6. | DEVELOPMENT STANDARDS & PARKING .....       | 2   |
| 7. | PARKING STANDARD .....                      | 3   |
| 8. | DEVELOPER'S RIGHTS. ....                    | 3   |
|    | APPENDIX A LANDSCAPING .....                | A-1 |
|    | APPENDIX B FACADE .....                     | B-1 |
|    | APPENDIX C LIGHTING .....                   | C-1 |
|    | APPENDIX D SIGNS .....                      | D-1 |
|    | APPENDIX E COMMERCIAL DESIGN STANDARDS..... | E-1 |

## DATA CENTER OVERLAY ZONE

The Data Center Overlay Zone is intended to exclusively facilitate the development and operation of one or more data center businesses, and ancillary uses relating thereto (including without limitation, electrical transmission, and generation facilities). The standards and processes of the base or underlying zone shall be applicable except as modified or replaced by this overlay zone. If there is any conflict between this Data Center Overlay Zone and the ARMDA or Community Plan, this Data Center Overlay Zone controls.

### 1. Expedited Approval Process

- a. **Site Plan Application.** Following approval of a development agreement, project applicants shall submit a complete site plan application (required) and a final plat application (if subdividing property as part of the project).
- b. **Development Review Committee (DRC) Review.** Upon receipt of a complete application for site plan, final plat, or subdivision, the DRC shall review all aspects of the application and provide the applicant with initial required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.
  - i. The DRC is chaired by the planning director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The city council member that is appointed as the board liaison to the DRC will serve as DRC liaison for electronic data management business development projects under the ARMDA. The planning director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.
- c. **Permit Approvals.** All permit requests (grading, excavation, foundation, footings and/or building permits, etc.), shall be subject to the special approval process set forth herein, are administrative applications, and the DRC has final approval authority for such applications. No public hearings are required. All permits will be reviewed and issued within thirty days of request.
- d. **Grading and Excavation.** A permit for grading and excavation may be issued, at the applicant's risk, prior to site plan approval by the DRC.
- e. **Utility Service Approvals.** All requests to connect the project to public utilities or other services shall be subject to the administrative approval process set forth herein. No public hearings are required.
- f. **Substation Approval.** All requests to construct a power utility substation(s) on the property shall be subject to the administrative approval process set forth herein. No public hearings are required.

### 2. Permitted Uses

- a. **Data Center Use:** meaning centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week (each, a "**Data Center**").

### 3. Building Height

- a. **Building Height.** Permitted building height is up to 100 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening) ("Permitted Building Height"). The Permitted Building Height may increase in height, provided there is a corresponding three foot increase in Front Yard setbacks as contemplated in paragraph 5 per each additional one foot increase in the Permitted Building Height. The DRC may approve any building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight).



#### 4. **Fence**

- a. Up to 10-foot-tall perimeter fence, including K-rated or other high security fencing, shall be permitted to be installed around the entirety of the property or development, including where property abuts an arterial or collector road.

#### 5. **Setbacks**

The following setback requirements are intended to describe the amount of space required between buildings and property lines. All buildings in this zone, including accessory buildings, are required to maintain a minimum distance from property lines as set forth below. All references to “adjoining” or “abutting” do not apply to lands that are separated by a public roadway.

- a. **Front:** 25 feet. The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.
- b. **Sides:** 50 feet, where adjacent to a residential or agricultural zone. Lots adjoining within the industrial zone require no side lot setbacks.
- c. **Rear:** 20 feet for all uses except where a rear yard is located adjacent to a residential or agricultural district. In those cases, the rear yard shall be increased to 100 feet. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of 50 feet. The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.
- d. **Other General Requirements.** In addition to the specific setback requirements noted above, no building shall be closer than 10 feet from any private road, driveway or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window.

#### 6. **Development Standards & Parking**

The following development standards shall apply to the Data Center Overlay Zone:

- a. **Public Roads.** Public roads that are on the city’s master transportation plan must be improved to the level of standard designated on that plan (major arterial, minor arterial, major collector, minor collector, etc.). Public roads within projects must comply, at a minimum, with the city’s industrial street standard.
- b. **Data Center Uses.** All Data Center uses shall be conducted entirely within a fully enclosed building except those uses deemed by the DRC to be customarily and appropriately conducted outside, or those uses customarily and appropriately located or conducted outside based on applicable industry standards and designs. Such uses include Data Center generators, cooling equipment and other critical infrastructure equipment.
- c. **Landscaping.** All landscaping shall be completed in accordance with Appendix A “Landscaping”, the approved site plan and all city ordinances, and shall be installed prior to the issuance of a certificate of occupancy for the building. The city building official may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved site plan and in compliance with the city’s parking and landscaping requirements. Outdoor storage areas do not need to comply with city landscaping requirements if they comply with Appendix A “Landscaping”.
- d. **Architectural Review.** Buildings must comply with the architectural standards found in Appendix B “Façade”. The planning commission shall review the site plan and building elevations. The planning commission shall confirm compliance with architectural design standards for buildings and structures to assure compliance with the general plan and with the city’s generally applicable policies and regulations.
- e. **Uses within Buildings.** All uses in the industrial zone shall be conducted entirely within a fully enclosed building except those uses deemed by the planning commission and city council to be customarily and appropriately conducted outside. Such uses include service stations, gas pumps, plant nurseries, home

improvement material yards, automobile sales, etc. Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the planning commission and city council deem such storage to be customarily and appropriately conducted outside.

- f. **Trash Storage.** No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Garbage dumpsters shall be located out of sight and away from major roads.
- g. **Screening Requirements.** A wall, fence and/or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot, which abuts an agricultural or residential use. Such a wall, fence or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the city council in consideration of a prior recommendation by the planning commission as part of a site plan review. Such wall, fence or landscaping shall be maintained in good condition with no advertising thereon, except as permitted by the city's signage regulations.
- h. **Moving and Storage Facilities Standards.** A maximum of three moving vehicles may be displayed outside of a building or in front of a six-foot privacy fence or wall. All vehicles must be parked upon an improved parking area within designated parking stalls. Up to 10 additional rental vehicles may be placed inside a structure or behind a minimum of a six-foot privacy fence or wall.
- i. **Vehicles.** Vehicles located outside of a structure and in front of a wall or fence shall be located in a manner so as to not obstruct drive aisles, doors, or pedestrian pathways.

#### 7. **Parking Standard**

Front parking lots and driveway entrances shall be asphalt or concrete in accordance with city standards. Equipment and rear parking areas may be graveled. An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

| Land Use    | Parking Standard.                                     |
|-------------|-------------------------------------------------------|
| Data Center | 1 stall per person employed on highest employee shift |

#### 8. **Developer's Rights.**

Any Subdeveloper developing or operating a Data Center in accordance with this Data Center Overlay Zone shall have the same rights as Master Developer set forth in Section 5 (Zoning and Vested Rights) and Section 7 (Application Under City's Future Laws) of the ARMDA.

## APPENDIX A LANDSCAPING

Development within this overlay zone by its nature and intensity may not be compatible with other uses or zones. Proper screening techniques should be used to mitigate potential negative impacts to surrounding land uses. The following shall be applicable:

- a. **Walls or Fences.**<sup>1</sup> Where adjacent to residential zones, screening walls or fences shall be required and shall not be less than six feet in height, unless approved by the city council after recommendation of the planning commission as part of site plan review. Masonry or decorative concrete is the suggested type of wall/fence and is required where a commercial development borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon. Decorative concrete and masonry walls shall be subject to approval of the planning commission. Such fencing or walls may also be required around the entire perimeter of large-scale industrial or technological parks, depending on the type of development and the surrounding uses.
- b. **Buffer.** A 20-foot landscaped buffer (water-wise landscaping with a mix of trees and shrubs) shall be required adjacent to residential zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street. This required landscaped buffer shall be permitted to be located within the applicable required setback.
- c. **Lighting.** All lighting shall be compliant with Appendix C “Outdoor Lighting Standards”. Street lights shall be required in accordance with Appendix C(g) “Street Lighting.”

---

<sup>1</sup> This section is verbatim Chapter 17.60.110(B) “Required buffer widths and improvements – Walls or Fences” of the Eagle Mountain City Code as of February 1, 2023. The remainder of this Appendix is verbatim from Chapter 17.48.090 “Regional Technology and Industry Overlay Zone – Landscaping and screening.”

## APPENDIX B FACADE<sup>2</sup>

The following standards are intended to provide details regarding the facade appearance of structures located within the Data Center Overlay zone.

- a. Buildings shall maintain a contemporary appearance.

Architecture of industrial buildings where size predominates over artistic detailing shall feature clean lines and elements, vertical and horizontal articulation or modulation (stepping portions of the facade), and use of textures and materials to reduce the apparent scale of large building walls.



---

<sup>2</sup> This appendix is verbatim Chapter 17.48.100 "Outdoor Lighting Standards" of the Eagle Mountain City Code as of February 1, 2023.



- i. Professional office buildings shall meet the commercial design standards found in Appendix E “Commercial Design Standards”.
  - ii. Where more than one structure is built in a complex or unit, structures shall have a similar style or theme, including colors, materials, and design elements.
  - iii. Pedestrian-scaled architectural details are not required except for facades directly facing residential zones and/or main entryways to the project.
  - iv. The main pedestrian or customer entrance shall be clearly identifiable and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.
  - v. Buildings shall include facade articulation/modulation (stepping portions of the facade) and horizontal and vertical divisions (textures or materials) to avoid large, featureless and/or panelized surfaces on buildings. Large uninterrupted expanses of a building wall without facade modulation or divisions are prohibited.
- b. Architectural features should be simple with careful attention given to concentrate details and fenestration along main street elevations and at building entries.

It is recognized that the function and use of particularly large buildings and buildings used for manufacturing and warehousing purposes will dictate the style and general appearance of the structure. In these cases, strict adherence to the provisions of this section may not be advisable or possible. In such cases where the exterior style, color, or materials are critical to the function and use of the building, the DRC may approve building elevations that generally comply with these architectural standards but contain some modifications that accommodate the business-critical function and use.

## APPENDIX C LIGHTING<sup>3</sup>

- a. **Purpose.** It is the purpose and intent of this section to balance the goals of providing efficient and practical lighting for residents and business in Eagle Mountain City, maintaining the city's rural character, minimizing light pollution that may interfere with the enjoyment, health, safety, and welfare of Eagle Mountain City's citizens and visitors or with the adjacent military activity, and reducing energy consumption.
- b. **Conformance with applicable codes.** All outdoor lighting and lighting fixtures shall be installed in conformance with the provisions of this section and the applicable building codes currently in effect in the city.
- c. **Conflict regulations.** Where any provision of federal, state, county, or city statutes, codes, or laws conflicts with any provision of this section, the most restrictive shall govern unless enforcement will result in a violation of the federal, state, county or city statutes, codes, or laws.
- d. **Applicability.**
  - i. New Lighting. All outdoor lighting installed after the effective date of the ordinance codified in this section shall conform to the standards established in this section.
  - ii. Existing Lighting. All lighting installed prior to the effective date of the ordinance codified in this section shall not be subject to the requirements of this section, except that any existing lighting that is directly impacted as part of a project that requires an application for an Eagle Mountain City site plan or building permit is required to be brought into conformance with this section. All lighting shall be upgraded to conform to this section prior to the issuance of certificate of occupancy or final inspection.
  - iii. Public Roadways. This section does not apply to lights owned or maintained by the city, state or federal government which are within any road rights-of-way or used for traffic or safety purposes.
- e. **General outdoor lighting standards.**
  - i. Lamp and Shielding. All permanent light fixtures are required to be full cutoff fixtures with the light source fully shielded for all uses and directed downward, including single-family and multifamily residential uses.
  - ii. LED Lights. Due to their high energy efficiency, the use of LED lamps is encouraged for outdoor illumination whenever it would not be detrimental to the use of the property.<sup>4</sup>
  - iii. Light Trespass Standard. All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing light fixtures shall be fully shielded and properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.
  - iv. Total Outdoor Light Output Standards – Nonresidential and Multifamily Uses. Total outdoor light output shall not exceed 100,000 lumens per net acre for all development except: 1) in the cases of emergency for outdoor equipment such as repairing stand-by generators, transformers, or outdoor HVAC equipment,<sup>5</sup> and 2) single-family residential uses. This cap is not intended to be achieved in all cases or as a design goal. Instead, design goals should be the lowest levels of lumens necessary to meet the lighting requirements of the site.

---

<sup>3</sup> This appendix is verbatim Chapter 17.56 "Outdoor Lighting Standards" of the Eagle Mountain City Code as of February 1, 2023, except as expressly noted in footnotes 4 and 5 hereof

<sup>4</sup> This is a deviation from Eagle Mountain City Code Chapter 17.56.050(B), February 1, 2023, which requires low pressure sodium lamps rather than LED lights. The required use of LED lights mirrors the requirement under Eagle Mountain City Code Chapter 15.10.390 "Street Lighting," February 1, 2023.

<sup>5</sup> This exception is a deviation from the standard set forth in the Eagle Mountain City Code Chapter 17.56.050(D), February 1, 2023.



- v. Total Outdoor Light Output Standards – Single-Family Residential Uses. Outdoor lighting for single-family residential uses is not subject to a lumens per net acre cap but is subject to the lamp fixture and shielding requirements.
  - vi. Height. Any lighting fixture attached to a structure shall be placed below the eave or parapet, whichever is lower. Different height restrictions may be imposed as a condition of approval by the planning director, development review committee, or planning commission.
  - vii. Commercial Lighting Time Limitations. All nonessential commercial exterior lighting shall only continue in operation until 11:00 p.m. or for as long as the business is open or area is in active use and shall remain off until the business reopens or until daylight the following day.
- f. **Outdoor lighting standards by type.**
- i. Parking Lot Standards. Parking lot lighting poles shall be sized in such a manner that the top of any fixture does not exceed 17 feet above adjacent grade. Parking area lights are encouraged to be greater in number, lower in height and lower in light level, as opposed to fewer in number, higher in height and higher in light level. Low pressure sodium (LPS) lamps are encouraged. Alternatively, in industrial areas, parking lot lighting poles may be allowed to a height of 30 feet above adjacent grade provided full-cut-off light fixtures with built-in motion sensors for each pole are used. Motion sensors must reduce the light level to 50 percent when no motion is detected for 30 minutes.
  - ii. Luminaire Mounting Height. Freestanding luminaires within a residential zone, except street lights, shall be mounted at a height no greater than 12 feet from ground level to the top of the luminaires.
  - iii. Landscape and Accent Lighting. Subject to the approval of the planning director or designee, ground-mounted lighting may be allowed to accent unique features of a building and/or surrounding landscaping (such as outstanding architectural features, specimen trees with dense year-round foliage or large native shrub masses). Architectural lighting is allowed; provided, that a full cutoff light fixture is used, and the source of illumination is directed downward.
  - iv. Flagpoles. Uplighting for flags is permitted, provided the flag is of a government and the maximum lumen output is 1,300 lumens.
  - v. Signs. See Appendix D.
- g. **Street Lighting.**<sup>6</sup> Eagle Mountain City shall contract with an independent consultant for street lighting design. Unless approved otherwise by the city's consultant, street lighting will be installed throughout all developments using the following criteria:
- i. Spacing.
    - 1) Street lights will be installed at a minimum spacing of 150 feet and a maximum spacing of 250 feet on arterial and collector streets with alternating sides.
    - 2) Street lights will be installed on residential streets at a minimum spacing of 250 feet and a maximum spacing of 350 feet with alternating sides. They will be installed at the closest property line to the midpoint between the lights on either side.
  - ii. The locations of street light poles:
    - 1) Street lights will be installed at every intersection, corner, and any bend in the road. The spacing requirements shall be met accordingly once these areas are developed.
    - 2) Shall be a minimum of five feet from any tree, unless written approval is received from the city engineer. Branches may need to be pruned as determined by the engineering inspector in the field at the time of installation.
    - 3) Shall not be installed within five feet from the edge of any driveway.

---

<sup>6</sup> This section is verbatim Chapter 15.10.390 "Street Lighting" of the Eagle Mountain City Code as of February 1, 2023.

- 4) Any structure such as block walls, chain link fences, retaining walls, etc., shall leave a minimum of 18 inches to the face of the street light pole on all sides.
  - 5) Wherever there is an overhead utility that may conflict with the installation of the street light poles, those conflicts must be resolved between the developer and the utilities involved before the street light bases are installed at no expense to Eagle Mountain City. The resolution must be approved by Eagle Mountain City and Rocky Mountain Power.
  - 6) Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
  - 7) Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.
  - 8) Street lights shall be located at least 10 feet from fire hydrants.
  - 9) A ground wire shall be connected to the street light pole using N.E.C. approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an eight-foot by five-eighths-inch copper clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the N.E.C. approved connector.
- iii. Luminaire. The residential luminaire shall be the black Holophane Utility Arlington Series Full Cutoff LED Luminaire.
  - iv. Pole. The pole shall be black and shall match the black Holophane Utility Arlington Series Luminaire. All bases shall consist of a galvanized steel pole anchor.
- h. **Prohibited lighting.**
- i. Searchlights, laser source lights, strobe or flashing lights, illusion lights or any similar high intensity light shall not be permitted except in emergencies by police and fire personnel or for approved special events.
  - ii. Uplighting is prohibited, except as specifically allowed in this Appendix C "Lighting" and Appendix D "Signs".
- i. **Special uses.**
- i. Outdoor Recreational Facilities. Lighting for outdoor recreation facilities that does not comply with this section may be approved with the project site plan based on the following:
    - 1) When the proposed lumens per acre exceed the lumens per net acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).
    - 2) Every such lighting system design shall be certified by a Utah registered engineer as conforming to all applicable restrictions of this code.
    - 3) Such lighting shall not include any light trespass as determined by the planning director or designee.
    - 4) Fully cutoff light fixtures shall be required for fields designed for amateur, recreational or nonprofessional sports activity. For professional level sports facilities where full cutoff fixtures are not utilized, acceptable luminaries shall include those which:
      - a) Are provided with internal or external glare control louvers, or both, and installed so as to minimize uplight and off-site light trespass as determined by the planning director; and

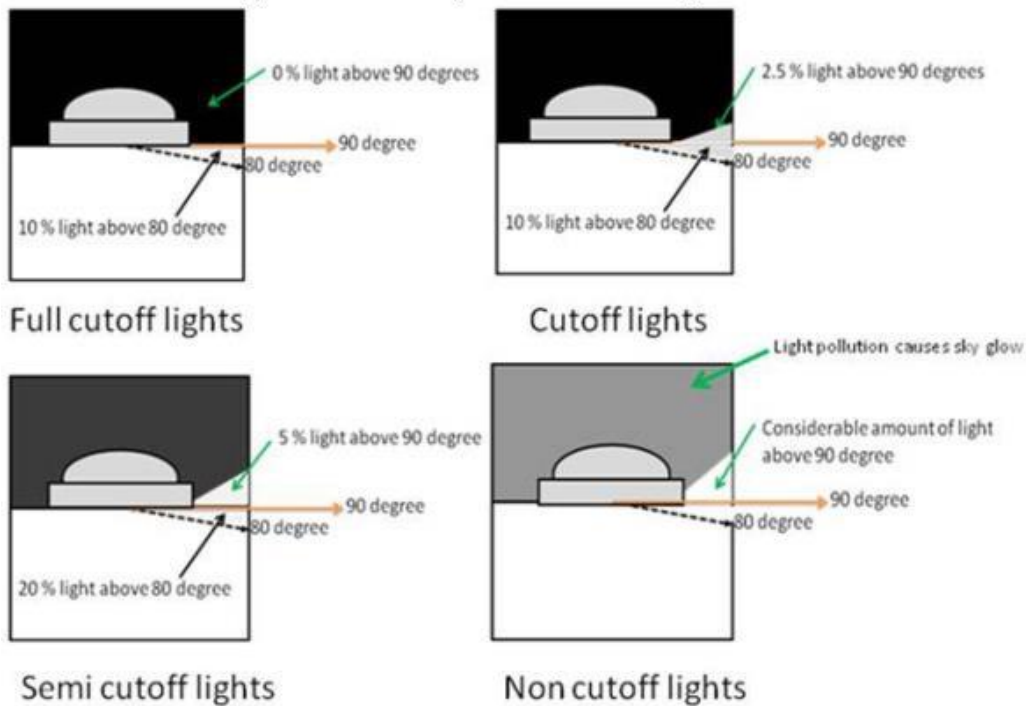
- 5) Are installed and maintained with aiming angles that permit no greater than two percent of the light emitted by each fixture to project above the horizontal.
- ii. **Outdoor Display Lots.**
    - 1) All such lighting shall utilize full cutoff fixtures.
    - 2) When the proposed lumens exceed the per acre limits, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA).
    - 3) Such lighting shall not include any light trespass as determined by the planning director or designee.
    - 4) Every such lighting system design shall be certified by a Utah registered engineer as conforming to all applicable restrictions of this code.
  - iii. **Service Station Canopies.** All service station canopies shall comply with the following:
    - 1) **Shielding.** All luminaries shall be flush with the lower surface of canopies and utilize flat glass or plastic covers.
    - 2) **Total Under-Canopy Output.** The total light output used for illuminating service station canopies, defined as the sum of under-canopy initial bare-lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy. All lighting mounted under the canopy, except internally illuminated signs, shall be included in the total. Fifty percent of the total lumen output of all lamps mounted within or under a canopy shall be included in the lumen per acre cap.
  - iv. **Other Special Use Lighting.** Lighting for special uses that are not specified in this section must be approved by planning commission through a conditional use permit or along with a site plan application.
- j. **Exemptions and nonconforming lights.**
    - i. Emergency lighting, used by police, firefighting, or medical personnel, or at their direction, is exempt from all requirements of this code for as long as the emergency exists.
    - ii. Spotlights are permitted for single-family residential, provided they are fully shielded and directed downward.
    - iii. Underwater lighting used for the illumination of swimming pools and decorative water fountains is exempt from the lamp type and shielding standards, though they must conform to all other provisions of this code.
    - iv. Seasonal decorations are exempt from this section.
  - k. **Plan submittal and evidence of compliance.**
    - i. **Plan Submittal.** Whenever a person is required to obtain a permit for outdoor lighting or signage, a conditional use permit, subdivision approval or any development plan approved by the city, including all city projects, or a building permit, the applicant shall, as part of the application process, submit sufficient information to enable the planning director or designee to determine whether proposed lighting complies with this code. All applications may be subject to review and action by the planning commission at the discretion of the planning director.
    - ii. **Applications.** All applications shall include the following:
      - 1) A site plan indicating the location of all lighting fixtures, both proposed and any already existing on the site.

- 2) A description of each illuminating device, fixture, lamp, support and shield, both proposed and existing. The description shall include, but is not limited to, manufacturer's catalog cuts and illustrations (including sections where required); lamp types, wattages and initial lumen outputs.
  - 3) Such other information that the planning director may determine is necessary to ensure compliance with this code.
- iii. Plan Approval. If the planning director or designee determines that any proposed lighting does not comply with this code, the permit shall not be issued or the plan approved.
  - iv. Lamp or Fixture Substitution. Should any outdoor light fixture or the type of light source therein be changed after the permit has been issued, a change request must be submitted to the planning director or designee for approval, together with adequate information to assure compliance with this code, which must be received prior to substitution.
  - v. Certification of Installation. For all projects where the total initial output of the proposed lighting equals or exceeds 100,000 lamp lumens, certification that the lighting, as installed, conforms to the approved plans shall be provided by a certified engineer before the certificate of occupancy is issued. Until this certification is submitted, approval for use of a certificate of occupancy shall not be issued for the project.
- I. **Approved materials and methods of construction or installation/operation.**
    - i. Approval of Alternatives. The provisions of this code are not intended to prevent the use of any design, material, or method of installation or operation not specifically prescribed by this code, provided any such alternate has been approved by the planning director or designee. The planning director may approve any such proposed alternate if it:
      - 1) Provides at least approximate equivalence to that applicable specific requirement of this code, and
      - 2) Complies with the intent of this code.
- m. **Violations, legal actions and penalties.**
    - i. Violations and Legal Actions. If, after investigation, the planning director finds that any provision of this section is being violated, the planning director or designee shall give notice by hand delivery or by certified mail, return receipt requested, of such violation to the owner and/or occupant of such premises, demanding that the violation be abated within 30 days of the date of hand delivery or of the date of mailing of the notice. The planning department staff shall be available to assist in working with the violator to correct said violation. If the violation is not abated within the 30-day period, the planning director or designee may institute actions and proceedings, either legal or equitable, to enjoin, restrain or abate any violations of this section and to collect penalties for such violations.
    - ii. Penalties. A violation of this section, or any provision thereof, shall be punishable by a civil penalty of \$75.00 per day and each day of violation after the expiration of the 30-day period shall constitute a separate offense for the purpose of calculating the civil penalty.
  - n. **Tables and information sheets.** The figures and information sheets attached to the ordinance codified in this section shall be incorporated into this section as guidelines for the public and the city. The city does not endorse or discriminate against any manufacturer or company that may be shown, portrayed or mentioned by the examples.
  - o. **Definitions.**
    - i. "Direct illumination" means illumination resulting from light emitted directly from a lamp, luminary, or reflector and is not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.
    - ii. "Display lot or area" means outdoor areas where active nighttime sales activity occurs and where accurate color perception of merchandise by customers is required. To qualify as a display lot, one

of the following specific uses must occur: automobile sales, boat sales, tractor sales, building supply sales, gardening or nursery sales, and assembly lots. Uses not on this list may be approved as display lot uses by the planning director or designee.

- iii. "Foot-candle" means one lumen per square foot; unit of illuminance. It is the luminous flux per unit area in the imperial system. One foot-candle equals approximately one-tenth (0.093) lux.
- iv. "Fully shielded light fixture" means a light fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted. The term "full cutoff" is often substituted for the term "fully shielded." The terms are not equivalent. Fully shielded luminaires emit no direct uplight, but have no limitation on the intensity in the region between 80 degrees and 90 degrees.
- v. "Full cutoff light fixture" means fixtures that are independently certified by the manufacturers, and do not allow light to be emitted above the fixture and the fixture reduces glare by limiting the light output to less than 10 percent at and below 10 degrees below the horizontal.

**Figure 17.56.1 Example of Full Cutoff Light Fixture**



- i. "Glare" means the sensation produced by a bright source within the visual field that is sufficiently brighter than the level to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility; blinding light. The magnitude of glare depends on such factors as the size, position, and brightness of the source, and on the brightness level to which the eyes are adapted.
- ii. "Installed" means a light fixture attached or fixed in place, whether or not connected to a power source, of any outdoor light fixture.
- iii. "Light pollution" means any adverse effect of manmade light.
- iv. "Light trespass" means light spill falling over property lines that illuminates adjacent grounds or buildings in an objectionable manner.
- v. "Lumen" means a unit used to measure the actual amount of visible light which is produced by a lamp as specified by the manufacturer.

- vi. "Luminary" means the complete lighting assembly, less the support assembly.
- vii. "Motion sensing security lighting" means any fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.
- viii. "Net acreage" means the remaining ground area of a parcel after deleting all portions for proposed and existing public rights-of-way and undeveloped area.
- ix. "Nit" means the standard unit of brightness for electronic and digital signage. It is a measure of the light being emitted by the sign, in contrast to foot-candles which measure the brightness of the surface area or object that is being lighted.
- x. "Nonessential commercial exterior lighting" means any signs, parking lot lighting, display lighting, exterior building lighting, directional lighting or landscape lighting that is primarily for aesthetic or advertising purposes and does not directly contribute to the safety or security of the premises.
- xi. "Outdoor light fixture" means an outdoor illuminating device, outdoor lighting or reflective surface, lamp or similar device, permanently installed or portable, used for illumination, decoration, or advertisement. Such devices shall include, but are not limited to, lights used for:
  - 1) Buildings and structures;
  - 2) Recreational areas;
  - 3) Parking lot lighting;
  - 4) Landscape lighting;
  - 5) Architectural lighting;
  - 6) Signs (advertising or other);
  - 7) Street lighting;
  - 8) Product display area lighting;
  - 9) Building overhangs and open canopies;
  - 10) Security lighting.
- xii. "Outdoor recreation facility" means an area designed for active recreation, whether publicly or privately owned, including, but not limited to, parks, baseball diamonds, soccer and football fields, golf courses, tennis courts, and swimming pools.
- xiii. "Partially shielded light fixture" means a fixture shielded in such a manner that no more than 10 percent of the light emitted directly from the lamp or indirectly from the fixture is projected at an angle above the horizontal, as determined by photometric test or certified by the manufacturer. Luminaries mounted under canopies or other structures such that the surrounding structure effectively shields the light in the same manner are also considered partially shielded for the purposes of this code.
- xiv. "Seasonal decorations" means strings of holiday lights, uplighting or internally lit inflatable or plastic decorations, or other lighting of holiday or seasonal decorations.
- xv. "Uplighting" means lighting that is directed in such a manner as to shine light rays above the horizontal plane.
- xvi. "Security lighting" means lighting designed to illuminate a property or grounds for the purpose of visual security.
- xvii. "Unshielded fixture" means any fixture that allows light to be emitted above the horizontal directly from the lamp or indirectly from the fixture or a reflector.
- xviii. "Watt" means the unit used to measure the electrical power consumption (not the light output) of a lamp



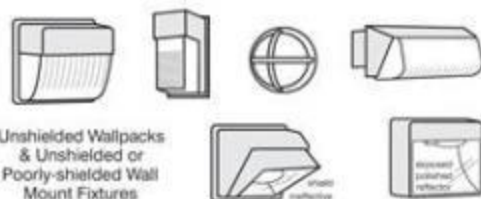
## Examples of Acceptable / Unacceptable Lighting Fixtures

### Unacceptable / Discouraged

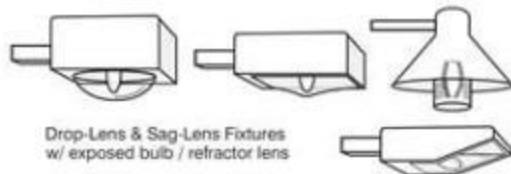
Fixtures that produce glare and light trespass



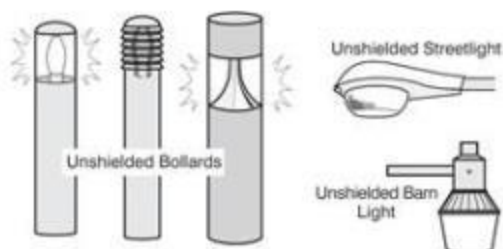
Unshielded Floodlights  
or Poorly-shielded Floodlights



Unshielded Wallpacks  
& Unshielded or  
Poorly-shielded Wall  
Mount Fixtures



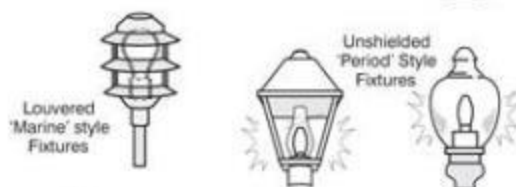
Drop-Lens & Sag-Lens Fixtures  
w/ exposed bulb / refractor lens



Unshielded Bollards

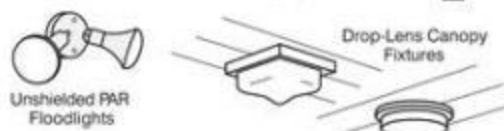
Unshielded Streetlight

Unshielded Barn  
Light



Louvered  
'Marine' style  
Fixtures

Unshielded  
'Period' Style  
Fixtures

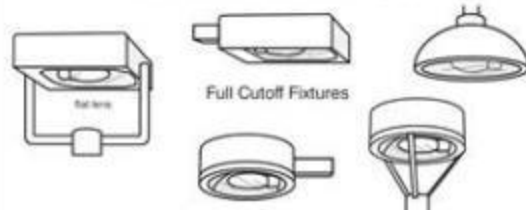


Unshielded PAR  
Floodlights

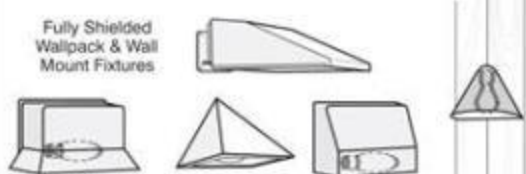
Drop-Lens Canopy  
Fixtures

### Acceptable

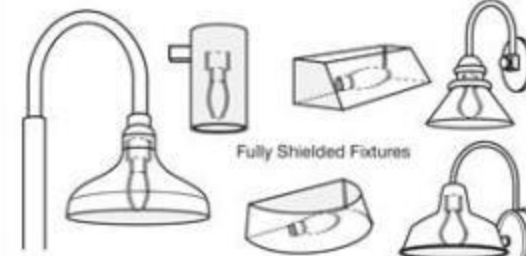
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Full Cutoff Fixtures



Fully Shielded  
Wallpack & Wall  
Mount Fixtures



Fully Shielded Fixtures



Full Cutoff Streetlight

Fully Shielded  
Barn Light

Fully Shielded  
Walkway  
Bollards



Fully Shielded  
Decorative  
Fixtures

Fully Shielded  
'Period' Style  
Fixtures



Shielded / Properly-aimed  
PAR Floodlights

Flush Mounted or Side  
Shielded Under Canopy  
Fixtures

## APPENDIX D SIGNS<sup>7</sup>

- a. **What this section does.** This section regulates the design and placement of commercial and governmental identification/communication devices and structures that are built specifically to identify, inform and direct patrons to a particular merchant, store, establishment, development or service. These regulations apply to both on-premises and off-premises signs, but do not apply to handheld placards and other similar devices traditionally used for public protest and the exercise of free speech. This section does not regulate the content of free speech.
- b. **Purpose.** The purpose of this section is to regulate signs and to authorize the use of signs that are: compatible with their surroundings; legible under the circumstances in which they are seen; conducive to promoting traffic safety and the enjoyment of public travel by preventing visual distraction; protecting pedestrians; preserving and enhancing property values and establishing and enhancing high-quality office and commercial developments.
- c. This section is also established to promote both short-term and long-term civic beauty and order by establishing standards and regulations for sign design, location, type, size, compatibility and aesthetics. It is intended that this section will assist the city in achieving its objective of having both functional and attractive streetscapes.
- d. **Sign permit required.** Every person or entity that proposes to or who installs, erects or constructs new permanent signs, or makes alterations, adjustments, reconstruction or other changes to existing signs, shall first obtain a permit, unless otherwise exempted by this section.
- e. **Application.** Only property owners, sign lessors or their duly authorized agents shall make application for a sign permit on forms prepared by the planning department. No sign permit application shall be processed without the submission of the application and all supporting materials as required by this section, including the processing fee. Incomplete applications shall not be processed under any circumstance.
  - i. Supporting Materials. The sign permit application shall be submitted with the materials listed in this section. The planning director may determine and require that additional items not listed herein be submitted in order to evaluate the proposed sign permit application. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.
  - ii. Site Plans. A site plan drawn to scale, showing the proposed location of the sign, parking areas, landscaped areas and buildings. If the proposed sign will be located within 100 feet of a property line, the parking areas, landscaped areas and buildings shall be shown for the property within 100 feet of the proposed sign.
  - iii. Colored Graphics. Colored graphics showing the proposed sign copy, type of sign, and dimensions.
  - iv. Fee. The processing fee required for a sign permit of \$50.00 per sign face, as required by the current consolidated fee schedule approved by the city council.
- f. **Approval process.** Sign permits for permitted signs may be approved by either the planning director or designee.
  - i. Planning Director or Designee Approval. The planning director or designee shall have the authority to review and approve sign permits that are in compliance with Appendix D(f) "General Provisions" and D(g) "Permitted Signs". In carrying out this responsibility, the planning director may also require signage applications to be reviewed by the planning commission in cases where signage is proposed that requires interpretation of these provisions or is otherwise unusual. This is not to be interpreted to mean that signage that violates this section or specific provisions may be reviewed, interpreted and/or approved by the planning commission. As part of the planning director's or designee's review, inspections may be required by the planning and building departments. The planning director or designee may approve, approve with conditions, or deny the application based upon findings of fact.

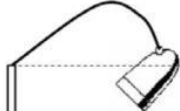
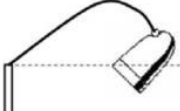
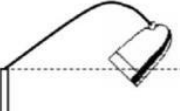
---

<sup>7</sup> This appendix is verbatim Chapter 17.80 "Sign Regulations and Sign Permits" of the Eagle Mountain City Code as of February 1, 2023.

- g. **General provisions.** The following general provisions and requirements shall apply to all signs and outdoor advertising structures that may be erected or maintained within Eagle Mountain City. The planning director shall approve signs that are in compliance with the regulations and standards contained herein. Signs shall be maintained in accordance with these provisions and standards.
- i. Signs Installed in Compliance with Codes. Signs shall be installed according to requirements contained in the International Building and Electrical Codes, as applicable.
  - ii. Traffic Hazards. No sign shall be erected where it may create a traffic safety hazard by: obscuring traffic control signs or signals; confusing drivers by appearing to be a traffic control sign or signal; or obstructing vision at intersections or driveways by being placed within a clear vision triangle. Signs shall not be fastened to traffic control devices, street signs, or utility poles.
  - iii. Signs in Right-of-Way. Unless authorized by specific written agreement with the city, no sign shall be placed in or extend over any public right-of-way except traffic control signs, signs described in this section, city events or notices (Pony Express Days, recreation leagues, etc.), and public notices placed by public agencies.
  - iv. Sign Illumination. All temporary signs must be nonilluminated. Allowed permanent signs may be nonilluminated, or illuminated by a constant, indirect source of illumination focused on the sign's copy or be internally illuminated, halo illuminated, or externally indirectly illuminated, unless otherwise specified. All commercial, exterior, illuminated signs shall only continue in operation until 11:00 p.m. or for as long as the business is open or area is in active use and shall remain off until the business reopens or until daylight the following day.
  - v. No animated, flashing, blinking, or moving signs shall be permitted, except that animated public service message signs displaying the time of day, temperature, and/or announcements of community events may be permitted by the planning commission. No sign illumination is permitted within the residential zone of the city unless approved by the planning director, or approved as part of a conditional use permit or master development plan. Electrical signs and spotlights or other fixtures used for the indirect illumination of signs shall be installed only in compliance with the city's adopted International Electrical Code, International Building Code and Appendix C "Lighting".
    - 1) Type of Sign Illumination. The type of sign illumination as otherwise set forth in this section:
      - a) Halo-Type Illumination. The light source is concealed behind an opaque face and the rays of illumination are projected outwards toward the edge of the sign, forming a "halo" effect around the exterior of the sign.
      - b) Internal Illumination. The light source is concealed entirely within a sign which makes sign graphics visible by transmitting light through a translucent or semitranslucent material.
      - c) External, Indirect Illumination. The light source is exposed and directed toward the sign face but is shielded or concealed from view with proper shields or glass lenses to avoid glare. Examples of external illumination include gooseneck light fixtures and ground-mounted light fixtures.
    - 2) Externally Illuminated Sign Standards.
      - a) External illumination for signs shall comply with all provisions of this section, and is included within the total outdoor light output limits of Appendix C(e)(iv) "Total Outdoor Light Output Standards – nonresidential and multifamily", and shall comply with applicable lamp source and shielding restrictions.
      - b) Except as provided in subsection C of this section, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.

- c) A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:
- (i) The bottom opening of the light fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and
  - (ii) The uppermost portion of the fixture's opening is located no higher than the top of the sign face (Figure 17.80.060-1). Light fixtures aimed and installed in this fashion shall be considered fully shielded for purposes of calculating the total outdoor light output limits of Appendix C(e)(iv) "Total Outdoor Light Output Standards – nonresidential and multifamily".

Figure 17.80.060-1 External Light Fixture Shielding

| Permitted and Prohibited External Sign Lighting Configurations                                                           |                                                                                                                          |                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Allowed                                                                                                                  | Allowed                                                                                                                  | Not Allowed                                                                                                            |
|  <p>sign face</p> <p>Fully Shielded</p> |  <p>sign face</p> <p>Fully Shielded</p> |  <p>sign face</p> <p>Unshielded</p> |

- 3) Internally Illuminated Sign Standards. Internally illuminated signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols (Figure 17.80.060-2). Lamps used for internal illumination of internally illuminated signs shall not be counted toward the total outdoor light output limits of Appendix C(e)(iv) "Total Outdoor Light Output Standards – nonresidential and multifamily".

Figure 17.80.060-2 Internal Lighting Standards

| Light Background   | Colored Background | Opaque Background |
|--------------------|--------------------|-------------------|
| Not Allowed        | Allowed            | Allowed           |
| RESTAURANT<br>CAFE | GAS<br>STATION     | HOTEL             |

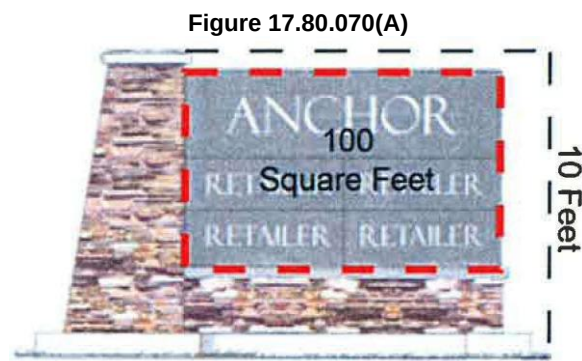
- a) Other internally illuminated panels or decorations not considered to be signage according to this section (such as illuminated canopy margins, building faces, or architectural outlining) shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in Appendix C(e)(iv) "Total Outdoor Light Output Standards – nonresidential and multifamily".

- 4) Neon Sign Standards. Neon sign lighting shall be included within the total outdoor light output limits of Appendix C(e)(iv) "Total Outdoor Light Output Standards – nonresidential and multifamily".
  - 5) Single-Color LED Sign Standards. Single-color LED signs shall come equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions and comply with maximum nighttime brightness.
    - a) Single-color LED signs shall not exceed a maximum illumination of 200 nits during nighttime hours (between dawn and dusk) and a maximum illumination of 5,000 nits during daylight hours.
  - 6) Time Limitations. All signs shall be turned off by 11:00 p.m. or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.
- vi. Compatibility. The design of signs, including materials and form, shall be compatible with the building or use to which they are an accessory.
  - vii. Maintenance of Signs. Signs and their supporting structures shall be maintained so as not to create a health or safety hazard, or constitute a nuisance. Signs and their supporting structures shall also be maintained in good repair and operation and shall be repaired, repainted, relettered or otherwise maintained in good visual condition so as to not be an aesthetic detriment to the immediate and surrounding areas.
  - viii. Abandoned Signs. Any sign that is not structurally sound or no longer serves to inform or attract the public, including illegible signs and signs advertising or identifying abandoned uses, shall be considered abandoned and shall be removed as required by this section.
- h. **Permitted signs.** The following permanent signs shall be permitted in accordance with regulations and standards for this section. Any sign not expressly allowed by this section is prohibited. The planning director shall approve signs that are in compliance with requirements of Appendix D(f) "General Provisions", and the regulations and standards contained herein.
- i. Monument Signs in Agricultural and Residential Zones. Monument signs are allowed in all zones. Monument signs in the agricultural and residential zones may only be used in conjunction with a residential development, agricultural business, church, school or an institutional or recreational facility that has received approval from the city. These monument signs shall conform to the following standards:
    - 1) Height. The maximum height shall be eight feet.
    - 2) Sign Copy. The maximum sign copy shall be 64 square feet.



- 3) Setback. The setback shall be five feet from any property line.
- 4) Orientation. Monument signs shall be located perpendicular to the adjacent public street or public view if double-sided or, if single-sided, shall be parallel to the adjacent public street or public view.

- 5) Landscaping. All areas surrounding monument signs shall be landscaped with irrigated landscaping.
  - 6) Compatibility. Monument signs shall be designed with colors and architecture that are compatible with the buildings that they identify. Supports shall have architectural coverings and design that complement the overall design scheme.
  - 7) Illumination. Monument signs may be internally or externally lit and shall only illuminate the sign face or copy.
- ii. Combined Monument Signs in the Commercial and Industrial Zones. Developments that have multiple pads and are located in a commercial or industrial zone may be allowed to construct up to two combined monument sign structures per street frontage. The requirement to construct the monument sign structures may be a condition of approval for a site plan or conditional use. The developer shall ensure that the sign structure allows for as many building pads to be included as is reasonably possible. It is not a guaranteed right that all businesses will have sign space on the combined monument sign. The sign copy will be approved by the planning director or designee through the sign permit application process. All combined monument signs shall be designed and built in substantial conformance to the sign depicted in Figure 17.80.070(A) and must comply with the standards enumerated in subsections (g)(i)(4) through (g)(i)(7) of this section and the standards contained in this subsection. Minor variations to the sign design may be considered by the planning director. More significant variations require approval by the planning commission and city council; height and size requirements may not be exceeded.

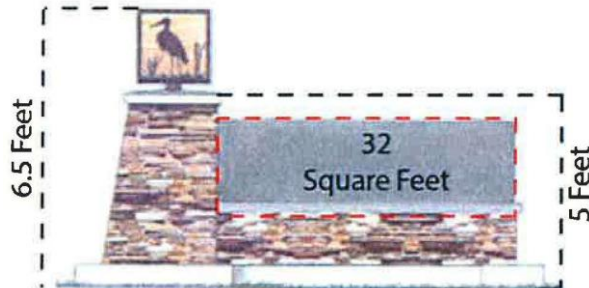


- 1) Height. The maximum height of a combined monument sign shall be 10 feet.
  - 2) Sign Copy. The maximum sign copy of a combined monument sign shall be 100 square feet.
  - 3) Materials. Each sign shall contain stone, rock, or brick at the base (at least two feet high) and vertically along at least one side (at least two feet wide). The sign copy may not exceed the height of the rock column, and may not extend beyond the rock base.
  - 4) Design. Additional design elements may be considered by the planning director in order to give uniqueness to a development.
  - 5) Setback. There is no required setback for combined monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.
- iii. Individual Monument Signs in the Commercial and Industrial Zones. Developments that have multiple pads and are located in a commercial or industrial zone shall be allowed to construct one individual monument sign for each freestanding building. In an effort to maintain aesthetic consistency, all individual monument signs within a project/development shall be substantially similar in design and materials. All monument signs must comply with the standards enumerated in subsections (g)(i)(4) through (g)(i)(7) and (g)(iii)(1) through (g)(iii)(6) of this section. Minor



variations to the sign designs within a development may be considered by the planning director. More significant variations require approval by the planning commission and city council. If multiple businesses share a common structure, then a combined monument sign containing signage for each business is required. No individual monument sign is allowed for businesses that share a structure.

**Figure 17.80.070(B)**

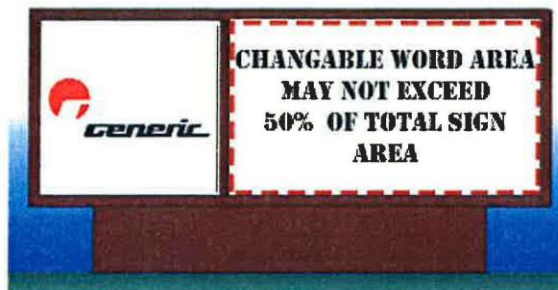


*Preferred example of an individual monument sign.*

- 1) Height. The maximum height shall be six feet. Additional design elements, such as those depicted in Figure 17.80.070(B), may be no higher than eight feet.
  - 2) Sign Copy. The maximum sign copy of any monument sign shall be 32 square feet.
  - 3) Materials. Each sign shall, at a minimum, contain stone, rock, or brick at the base (at least two feet high). The recommended monument sign design is depicted in Figure 17.80.070(B). The materials and design shall be consistent for each sign in the development/project.
  - 4) Design. Each development should contain an element of uniqueness, but the signage throughout a development must be consistent.
  - 5) Setback. There is no required setback for individual monument signs. These signs must follow the clear vision triangle standards, and may not cause a traffic/visibility concern. The specific sign location must be approved by the planning director or designee.
  - 6) Proximity to Other Such Signs. Signs must be separated by at least 100 feet as measured diagonally across the property from center to center of both signs and shall be no closer than 100 feet to any other monument sign located on the same frontage.
- iv. Wall, Canopy, or Awning Signs. Wall, canopy, or awning signs are allowed in commercial and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. Wall signs shall not take up more than 10 percent of any wall area on which the sign is located. Canopy or awning signs shall not be included in the calculation of the wall sign area, although the sign copy for canopy signs shall not exceed 50 percent of the canopy area.



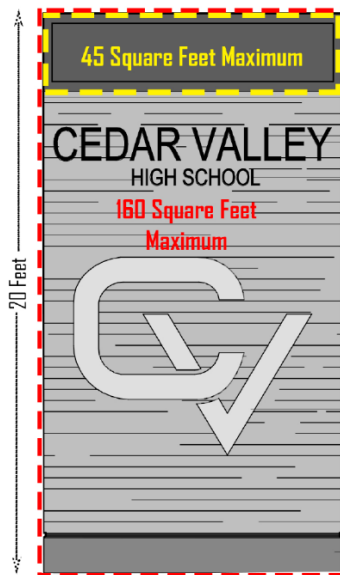
- 1) **Illumination.** Wall signs may be internally or externally lit and shall only illuminate the sign face or copy. Canopy and awning signs may be externally lit and shall only illuminate the sign face or copy.
- v. **Changeable Copy Signs.** Changeable copy signs on a marquee, reader board, or other replaceable copy area are allowed in commercial and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. The changeable wording area shall not exceed 50 percent of the total sign face. Animated signs, with the exception of city-controlled public announcement signs, are not permitted in the city. All lettering, background, and other aspects of changeable copy signs shall be maintained and repaired consistently to ensure that no discoloring or bleaching occurs. Gas station advertising signage is exempt from the 50 percent size restriction and is reviewed as a standalone commercial monument sign.



- vi. **School Monument Signs.** Monument signs for public schools, charter schools, and private schools must be used primarily for informational or civic purposes, and may include electronic message

centers, reader boards, or other replaceable copy signs. These signs must comply with the following standards:

- 1) Height. The maximum height of a school monument sign shall be 20 feet.
- 2) Sign Copy. The maximum sign area shall be 160 square feet.
- 3) Design. All signs on a site shall have consistent materials and design elements.
- 4) Setbacks. Signs must follow the clear vision triangle standard and may not cause a traffic/visibility concern. The specific sign location shall be approved by the planning director or his/her designee.
- 5) Electronic message centers/reader boards shall also meet these criteria:
  - a) Electronic message boards or reader boards shall not exceed 45 square feet.
  - b) Electronic message boards or reader boards may not exceed 50 percent of the total sign area.
  - c) Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum nighttime brightness and illumination standards found in Appendix D(f)(4) "Sign Illumination".



- i. **Off-premises ladder signs.** Directional off-premises double-faced ladder signs located in the shoulder of the city's right-of-way (ROW) along city streets are only permitted as this section allows. No other off-premises signs are permitted in the right-of-way, unless specifically allowed in this section. These ladder signs are intended to direct traffic to a business with an active city business license, subdivision or development project, model home, neighborhood, city facility or park, or not-for-profit entity. Ladder signs and sign inserts/slats shall comply with the following requirements:
  - i. Allowed Signs. Ladder signs are intended to direct people to, and/or advertise for, a licensed business, model home, new subdivision, city facility or park, not-for-profit entity, neighborhood, or community event. All advertisers must have an active Eagle Mountain City business license (if

required to obtain a license) and be current members of the Eagle Mountain Chamber of Commerce. Advertising priority shall be given in the following order:

- 1) Commercial or home-based businesses located within Eagle Mountain City and nonprofits with primary operations within Eagle Mountain City.
  - 2) Residential or commercial developers advertising for active projects within Eagle Mountain City.
  - 3) Commercial or home-based businesses not located within Eagle Mountain City and nonprofits with primary operations outside Eagle Mountain City.
- ii. Application. Interested advertisers shall submit, on forms prepared by Eagle Mountain City, an application to the economic development director or Eagle Mountain Chamber of Commerce if a separate concessions agreement has been entered into, to be added to a wait list for advertising space on ladder signs. Application shall include:
- 1) Business name, address, and business type.
  - 2) Eagle Mountain City business license number (if required).
  - 3) Proof of Eagle Mountain Chamber of Commerce membership.
  - 4) Signage requested.
  - 5) Preferred location of sign.
- iii. Sign Inserts. The sign slats or inserts should be consistent in background color and design and may contain advertising along with directional information. Sign copy shall be readable from 30 feet (minimum of three-inch-tall letters). The logo at the top of each sign shall be the approved Eagle Mountain City logo. There are three allowable slat sizes on each ladder sign: single (16-inch by 72-inch), double (32-inch by 72-inch), or full slats (80-inch by 72-inch). The total advertising area must equal 80 inches by 72 inches. Advertisers may reserve a maximum of two full slat signs throughout the city and any additional space would be limited to a single or double slat. The maximum signs a single entity, or its associated affiliates, may advertise on is five. All advertising copy shall be approved by the economic development director or designee.
- iv. Sign Ownership. The city shall maintain ownership of all signs, and may contract out the construction, maintenance, and management of the signs. The city may place directional signs leading to city facilities in any appropriate right-of-way location.
- v. Billing and Payment. Eagle Mountain City or designee may bill advertisers on a semiannual or annual basis. Signs may be removed for nonpayment after 30 days.
- vi. Maintenance. Sign structures and slats shall be maintained in good repair and shall be repainted, repaired, or otherwise maintained in good visual condition.
- vii. Location. Signs may be located on arterial or collector roads throughout the city, and generally spaced at least 1,000 feet apart, excluding any ladder signs used exclusively for city facilities. Within business areas and near major intersections the signs may be spaced closer together, but no less than 300 feet apart. No on-site or commercial advertising sign existing at the time of relocation of or construction of a new ladder sign may be blocked or obstructed. Specific ladder sign locations are designated on the approved map. If a sign location is requested outside of the approved map, the city council may amend the map and approve the new location. In all cases, the placement of signs shall not create a traffic hazard.
- viii. New Signs. The economic development director or designee shall determine which signs from the approved map should be constructed. Businesses shall be drawn from the wait list. Existing signs should be filled before new signs are added.
- ix. Maximum Number. Excluding any directional ladder signs to city facilities, the maximum number of ladder signs that will be permitted in the rights-of-way is 60.
- j. **Special events signs.**

- i. On-Premises Special Event Signs. The planning director or designee may approve a permit for on-premises special event signs, such as flags, banners, or other signs, subject to the following:
  - 1) For each business location, one permit (for up to two signs) may be obtained at a time and up to one permit may be obtained in a calendar year for the following:
    - a) For each permit, the maximum sign copy may not exceed 32 square feet in size for one sign or a total of 32 square feet between two signs.
    - b) Signs may not be posted or visible for a period of more than 60 consecutive days.
  - 2) For each business location, one permit (for up to four signs) may be obtained at a time and up to three permits may be obtained in a calendar year for the following:
    - a) For each permit, the maximum sign copy may not exceed 32 square feet in size for one sign or a total of 32 square feet between four signs.
    - b) Signs may not be posted or visible for a period of more than 12 consecutive days.
  - 3) On-premises special event signs may include signs used for advertising a special event such as a business grand opening, special business sale event, employment opportunity, registration events, or other similar events or activities.
  - 4) The planning director may approve on-premises special event signs to be located within or partially within the public right-of-way directly adjacent to a business location.
- ii. Right-of-Way Special Event Signs. The planning director or designee may approve a permit for special event signs such as flags, banners, or other signs for the purpose of temporarily advertising special events within the public right-of-way subject to the following:
  - 1) No more than one permit (for up to four signs) may be obtained at a time and no more than three permits may be obtained in a calendar year.
  - 2) Right-of-way special event signs may include signs used for advertising a fundraiser event, concert, school activity, farmers market, parade of homes, or other similar event that the planning director or designee determine to be special events. Special events do not include small, private events like yard sales, garage sales, moving sales or lost pet signs.
  - 3) For each permit, the maximum sign copy may not exceed 32 square feet in size for one sign or a total of 32 square feet between up to four signs.
  - 4) Signs may not be posted for a period of more than 12 consecutive days.
  - 5) The permit holder is solely responsible to remove the signs by the appropriate date.
  - 6) Right-of-way special event signs are not allowed on private property.
- iii. Inflatable Special Event Signs. The planning director or designee may approve a permit for a tube man inflatable sign (a.k.a. skydancer, wacky waving inflatable arm, or fly guy) subject to the following:
  - 1) The sign will be located in commercial, business park, commercial storage, or industrial zones.
  - 2) The maximum height of the sign does not exceed 22 feet. The diameter at the base of the sign does not exceed 30 inches.
  - 3) Signs may not be operational or visible for a period of more than 12 consecutive days.

- 4) For each business location, no more than one permit for up to two inflatable signs may be obtained at a time and no more than three permits may be obtained in a calendar year.
  - 5) Signs shall be set back a distance equal to or greater than the height of the sign from all rights-of-way, lot lines, and overhead utility lines, and shall be spaced no closer than 25 feet to other inflatable signs.
- iv. Approval Process. An application for a special event sign permit together with the special event sign permit application fee must be made on forms provided by the city. Any special event sign permit application that is not approved by the city within 30 days shall be deemed denied.
  - v. Restriction on Location. Temporary right-of-way signs may not be located in the park strip (between the street and the sidewalk), but may be located between the sidewalk and the property line or fence. Temporary signs shall not be placed in the public right-of-way, a required parking space, a driveway, or in a manner that obstructs points of access. No sign shall be positioned in such a manner as to result in the creation of an unsafe visual clearance at any intersection or driveway location. Signs may not be placed on utility poles, light poles, fences, or trees.
  - vi. Penalty for Violation. Any person or entity that places or installs a special event sign without a permit shall be subject to a fine of \$250.00 for each day of the violation. The planning director may also withhold approval of any new special event sign permit for a period of two years from the date of the last violation.
- k. **Yard sale temporary signage.** Small private events such as yard sales, garage sales, and moving sales must comply with the following signage standards:
- i. Sign Copy. Signs may be no larger than four square feet in size.



- ii. Location. Signs must be located on private property, unless the sale is registered with the city prior to the date of sale for temporary right-of-way signage. On major streets (arterial and major collectors) signs may not be located in the park strip (between the street and the sidewalk/trail), but may be located between the sidewalk and a property line or fence. Signs may not be placed on utility poles, light poles, fences, or trees. On local roads, signs are allowed in the park strip.
  - iii. Duration. Temporary signs in the right-of-way that serve as directional signs to the event may be posted on the day of the sale only, and must be removed by the end of the day. It is the owner's responsibility to remove all signage during the appropriate time period. No sale or signage will be permitted for more than two consecutive days.
  - iv. Approval Process. The yard/garage sale must be registered with the city for any signage to be allowed in the public right-of-way. Any sign in the public right-of-way that is not registered with the city may be immediately removed.
- l. **Community entrance signs.** Community entrance signs located in the median or shoulder of the city's right-of-way (ROW) along streets classified as arterials or collectors shall only be allowed under specific agreement with the city. Community entrance signs shall be constructed, installed, and maintained at the expense of the original applicant in accordance with the specifications outlined in the submitted application

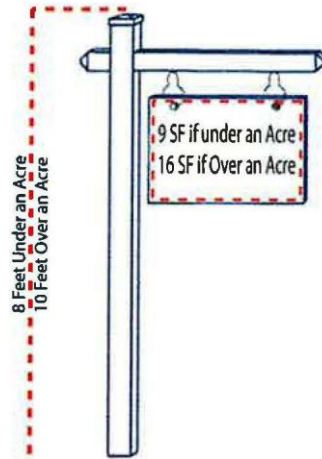


and as determined by the city council. The exact location of each sign and the sign copy shall be subject to review and approval by the Eagle Mountain planning commission and city council.

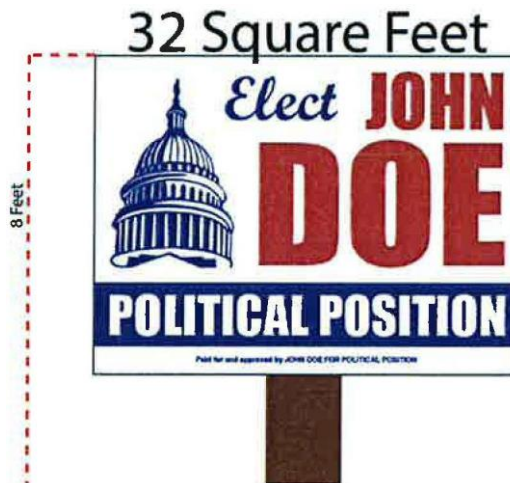
- i. Approval Process. Community entrance signage shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of fact. At their discretion, the planning commission may recommend and the city council may approve community entrance signs along streets classified as arterials and collector roads. The placement of the signs shall not create a traffic hazard. Since these signs are within the city's right-of-way, the applicant must enter into an agreement to lease the city's property. The city council shall approve the agreement, which will detail the terms and conditions of the property lease as well as the design of the signage. The lease fee shall be equal to the fee established in the city's current consolidated fee schedule for off-premises ladder signs.
- m. **Exempt signs.** All signs exempt from the permit process shall comply with Appendix D(f) "General Provisions" except traffic signs approved by the city engineer. No sign permits shall be required for the following signs:
  - i. On-Premises Project Sign. One on-premises project sign may be erected for projects that have received either site plan approval or final subdivision approval. This sign may contain information about the approved business or project, and shall not exceed eight feet in height and 32 square feet of sign copy per side if double-faced. This sign shall be allowed until the development is complete or within one year of posting, whichever occurs first.



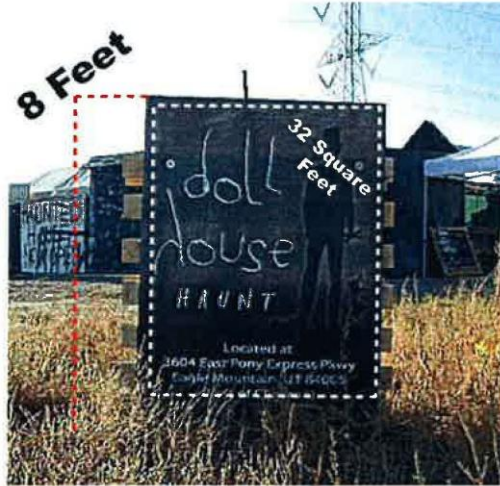
- ii. On-Premises Real Estate Sign. One on-premises real estate sign for lots less than one acre in size. The real estate sign shall not exceed eight feet in height and nine square feet of sign copy per side if double-faced. For lots that are larger than one acre in size, the property will be allowed to display a sign that shall not exceed 10 feet in height and 16 square feet of sign copy per side if double-faced. Real estate signs shall be allowed until the transaction with the property is complete.



- iii. Political Signs. Political signs placed on private property that do not exceed eight feet in height and 32 square feet per side if double-faced; provided, that such signs do not violate any other provisions of this section including provisions pertaining to the placement of signs in the public right-of-way.



- iv. Temporary Use Signs. Signs for temporary uses that have obtained a business license, if required, from the city may be installed as follows: one sign on a temporary basis located on premises that shall not exceed eight feet in height and 32 square feet of sign copy per side if double-faced. Temporary use signs will be allowed as long as the temporary use has a business license from the city.



- v. Property Signs. Property signs no larger than nine square feet of sign copy per side if double-faced. These signs shall be permitted indefinitely as long as the sign is in compliance with the general provisions of this section.
- vi. Nameplate Signs. One nameplate sign identifying owners and addresses and no larger than two square feet of sign copy per side if double-faced.
- vii. Traffic Signs. Traffic signs as required by law which are approved by the city engineer and erected by or on behalf of a public agency. Traffic signs deemed necessary by the city engineer may not be required to comply with provisions of this section.



- viii. Civic Signs. Civic signs on private property which announce holidays or public interest events sponsored by nonprofit organizations; public service signs or signs related to community service projects not to exceed eight feet in height and 32 square feet of sign copy per side if double-faced.



- ix. Window Signs. Window signs including posters, messages, or displays painted or mounted on the interior side of a window may be used to advertise special promotions.



- x. **Public Notice.** The display of official notices used by any court, public body or official, or the posting of notices by any public officer in the performance of a duty, or by any person giving legal notice at the direction of a governmental entity.



- xi. **Community Event Signs.** Temporary community event signs displayed by the city, or one of its committees, subcommittees, councils, boards, or city partner agencies, to promote community events.
- xii. **Model Homes.** One on-premises sign for model homes; provided, that the on-premises sign does not exceed 32 square feet in size. A maximum of six flags not to exceed 15 square feet each posted on flag poles not to exceed 20 feet measured from the grade level to the top of the pole. The flags' colors shall be consistent with the on-premises sign. In addition, a single flag pole that complies with the standards for ancillary structures defined in Section 17.25 EMMC may be constructed. Flags allowed on this flag pole include only the national flag of the United States of America, the Utah State, and the official Eagle Mountain flags; no commercial flags shall be allowed on this flag pole. American flags shall not exceed 40 square feet in size. Two A-frame or temporary directional signs of no more than four square feet per builder per subdivision are allowed in the right-of-way adjacent to the model home and in the park strip of the nearest major street corner. These signs shall be directional only, not containing other advertising. These signs are only allowed during model home hours, and must be removed each evening at closing.
- xiii. **Real Estate Open House Signs.** One A-frame or temporary directional sign of no more than four square feet for real estate open houses for individual home sales is allowed in the park strip of the nearest street corner, one day per week, to be put up no more than one hour prior to the open house and must be removed within one hour after the open house.
- xiv. **Temporary Informational Signs.** Small informational signs such as lost pet signs, neighborhood or religious activity signs, youth sales signs (such as lemonade stands), and other signs for noncommercial purposes (i.e., not promoting a business of any kind, except youth sales) are allowed in the right-of-way. These signs may not be located in the park strip (between the street and the sidewalk) on major streets, but may be located between the sidewalk and a property line or fence. These signs may not be placed on utility poles, light poles, fences, or trees. The code enforcement officer has the authority to remove signs without notice if they have not been removed in a timely manner or if they present a safety hazard.

- xv. On-Premises Home Business Signs. Home businesses with a valid business license from Eagle Mountain City may place one nonilluminated wall sign no larger than four square feet in size on the front of the principal dwelling no higher than the first story.
- xvi. Official Signs. Signs that are owned and operated by Eagle Mountain City and are used for informational or civic purposes, including advertising special events within Eagle Mountain City. Official signs may include electronic message centers, reader boards, or other replaceable copy signs. Official signs that do not comply with the general provisions of this section must be approved by the city council. Electronic signs should be turned off between the hours of 12:00 a.m. and 5:00 a.m., except in the case of necessary communications. Electronic signs shall also comply with EMMC 17.80.070(F)(5)(c) in relation to maximum nighttime brightness and illumination.
- xvii. Flagpoles. Any flagpole must comply with the following standards:
  - 1) In residential zones:
    - a) A standalone flagpole not to exceed 35 feet in height may be installed for every residential dwelling unit.
  - 2) In nonresidential zones:
    - a) Nonresidential developments may install flagpoles up to 80 feet in height.
    - b) Secondary flags shall be limited to state and city flags.
  - 3) Size. The size of the flag material, when measured diagonally, shall not exceed the structural integrity of the pole.
    - a) If designed to accommodate such, flagpoles may hold more than one flag so long as the combined size of all flags, when measured diagonally, does not exceed one-half of the height of the flagpole.
    - b) National flags shall be the primary flag with all state and city flags as secondary to the national flag.
  - 4) Location. All flagpoles shall be located outside of any public right-of-way and in a place that will not impede traffic or cause a hazard for pedestrians or vehicles.
- n. **Prohibited signs.** The following signs as defined in Appendix D(p) shall be prohibited: visible moving, revolving, or rotating parts signs, sign twistlers signs, snipe/bootleg signs, vehicular signs including unlicensed, inoperable or immovable vehicles or trailer signs (but not including actively used construction trailers not functioning solely as signs), pole signs, inflated signs (except as permitted in Appendix D(i)(iii), ribbons, balloons and billboards. In addition, any signs that emit sound, smoke or steam are prohibited. Staff may make an exception for memorial and honorarium ribbons.
- o. **Nonconforming signs.** A nonconforming sign may be maintained and repaired, even if such a repair may not bring the sign into compliance with this section. If a nonconforming sign is damaged or allowed to deteriorate in an amount in excess of 50 percent of its replacement cost, the sign shall not be repaired unless such a repair shall result in the sign coming into compliance with the provisions of this section.
- p. **Sign enforcement.** The planning director, or designee, shall perform the following duties and use the following procedures when enforcing sign regulations:
  - i. Compliance. Determine and ascertain that all signs, construction, reconstruction, or alterations of existing signs are completed in compliance with this section.
  - ii. Site Inspections. Conduct site inspections to determine compliance with this section.
  - iii. Instigate Proceedings. Instigate appropriate action or proceedings in any case where a sign is illegally erected, constructed, altered, repaired or maintained in violation of any city ordinance, including the provisions of this section.

- iv. Notices of Violation. Issue verbal or written notice of violation to owners or persons having control, charge or benefit of any sign that is found to be unsafe or in violation of city ordinances or this section, including all general provisions contained in Appendix D(f) "General Provisions".
- v. Unsafe or Dangerous Signs. Abate and remove signs that are unsafe or dangerous.
- vi. Removal of Illegal Signs. Assist applicants to bring into compliance signs that are illegal under the provisions of this section or that are installed without a permit. The planning director or designee shall have the authority to abate and remove such signs if they are not brought into compliance within seven calendar days after written notice has been given to the owner or party in interest advertised on the sign. The person responsible for such sign shall be liable for the cost of removal and the city is authorized to effect the collection of said cost.
- vii. Removal of Temporary Signs. Abate and remove temporary signs posted upon private property if they are not made conforming within 72 hours after being noticed. Verbal or written notice is sufficient warning for these signs. The person responsible for such an illegal sign shall be liable for the cost of its removal and the city is authorized to effect the collection of said cost.
- viii. Removal of Signs on Public Property. Remove or require the immediate removal of any sign posted on public property. Such signs, though removed, shall not be destroyed for at least seven calendar days from the date of removal. In no case shall a failure to remove such signs constitute approval by the city of the illegal placement of the sign.
- ix. Removal of Abandoned Signs. Remove or require the removal of all signs that are non-maintained, abandoned, or that identify a discontinued or abandoned use within 45 calendar days after giving written notice to the person having control of or receiving benefit from the sign. The person responsible for such a sign shall be liable for the cost of its removal and the city is authorized to effect the collection of said cost.
- x. Continual Sign Erection without Permits. Persons who continue to erect signs without the proper permits may have the unauthorized signs removed without notice. All signs removed by the city will be impounded. Owners of impounded signs shall pay a fee before the signs are released.
- xi. Fines. The penalties associated with violations of this section shall be consistent with the consolidated fee schedule as adopted by the city council.
- q. **Definitions**. The following terms related to this section are hereby defined below:
  - i. "A-frame sign" means any sign or structure (usually freestanding, temporary and/or movable) composed of two sign faces mounted or attached back-to-back in such a manner as to form a triangular vertical cross-section through the sign faces.



- ii. "Abandoned sign" means a sign which is located on a property or place of business which has been vacated or which remains unused for a period of time exceeding 90 days.
- iii. "Advertising sign" means a sign which directs attention to a use, product, commodity or service.



- iv. "Alteration" in this section means changing or rearranging any structural part, sign face, enclosure, lighting, coloring, copy (except on reader signs that have changeable copy), graphics, components or location of any sign.
- v. "Animated signs" means signs which incorporate moving or rotating parts or other special lighting effects with flashing or intermittent lights (excluding time and temperature signs or electronic message centers).



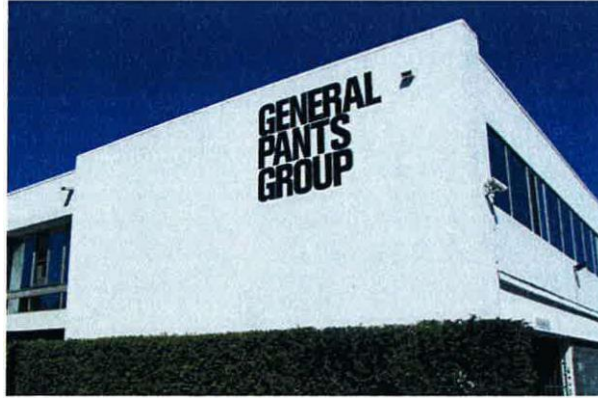
- vi. "Banner" means a building sign made of fabric, plastic, or a similar lightweight material and hung from a building, fence, wall or post.



- vii. "Billboard" means an advertising sign not necessarily related to the premises on which it is located and intended for use of changeable copy by posting or repainting.



- viii. "Building sign" means any sign attached to or a part of a building. Several types of signs defined in this section may also be defined as building signs if they are attached to or are a part of a building.



- ix. “Canopy sign” means a building sign that is part of a fabric, plastic, or similar shelter supported by a noncombustible rigid framework attached to a building, and sheltering the building’s entrance or windows. Synonymous with “awning” for the purposes of this section.



- x. “Changeable copy sign” means a variable message sign composed of individual letters panel-mounted in or on a track system.

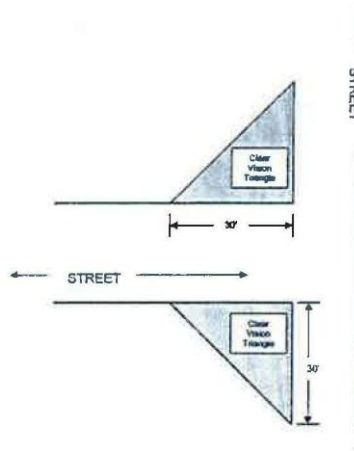


- xi. “Clear vision areas” means corner areas at intersecting streets and/or driveways in which unobstructed vision of motor vehicle operators is maintained.

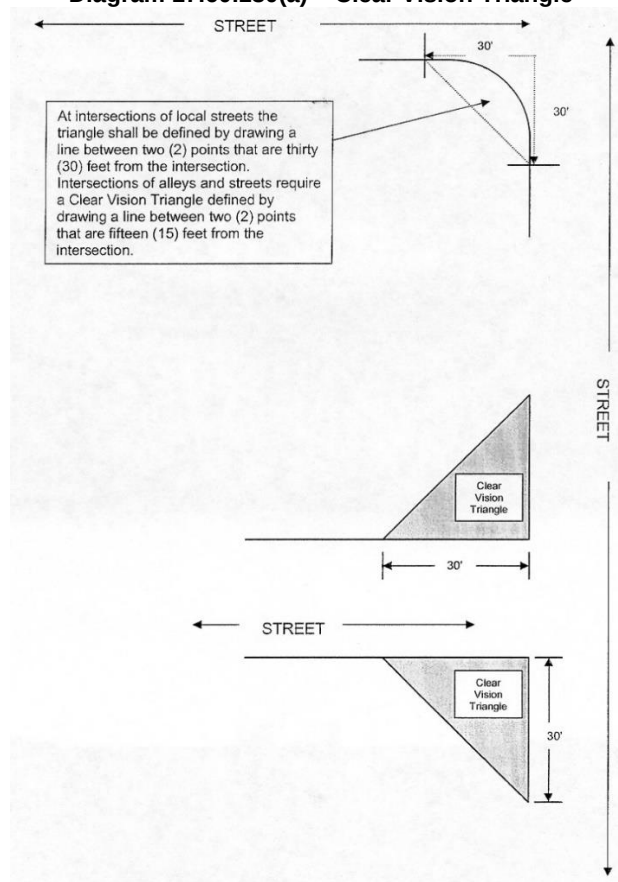
- 1) Clear lines of sight shall be provided at intersections by delineating triangular areas adjacent to all intersections, within which no parking, building, structure, berming, or landscaping over three feet in height above the street shall be permitted. No trees are allowed within clear vision triangles. Driveways are prohibited within the clear vision triangle of local streets unless there is no other feasible placement of a driveway on a lot. Clear vision triangles may not be required if an approved chain link or other non-sight-obscuring fence is used. The size of the clear vision triangles shall be as follows:

- a) Local Streets. At intersections of local streets, the triangle shall be defined by drawing a line between two points that are 30 feet from the intersection. See Diagram 17.60.180(a), Clear Vision Triangle.

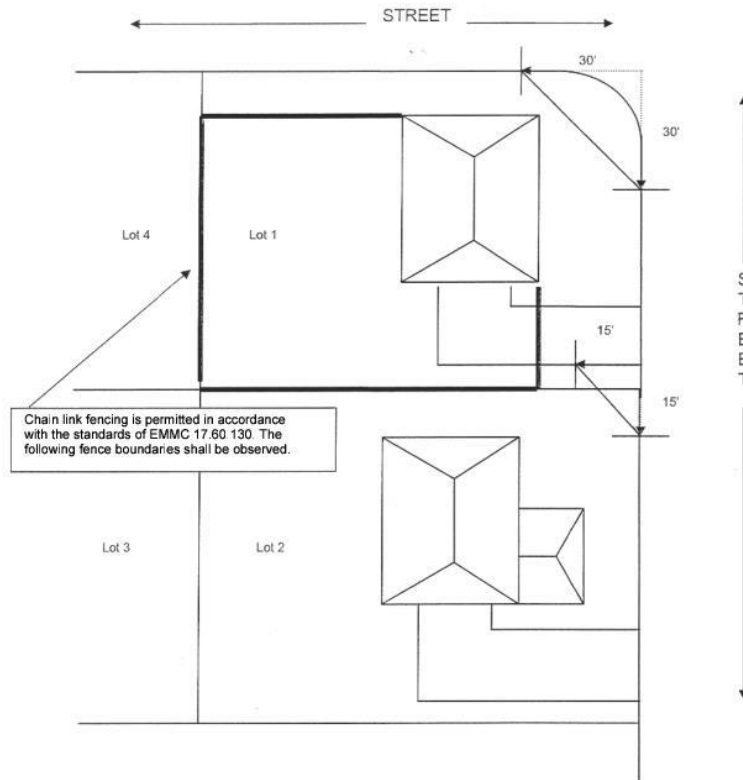
- b) Alleys or Driveways and Local Streets. At intersections of alleys or driveways (this includes private driveways) and local streets, the triangle shall be defined by drawing a line between two points that are 15 feet from the intersection along the lot lines (along alleys) or driveways and 30 feet on the street side. See Diagram 17.60.180(c), Alleyway Fencing.
- c) Other Streets. Larger clear vision triangles may be required by the city engineer where local streets enter arterial streets, major collector streets, or parkways.



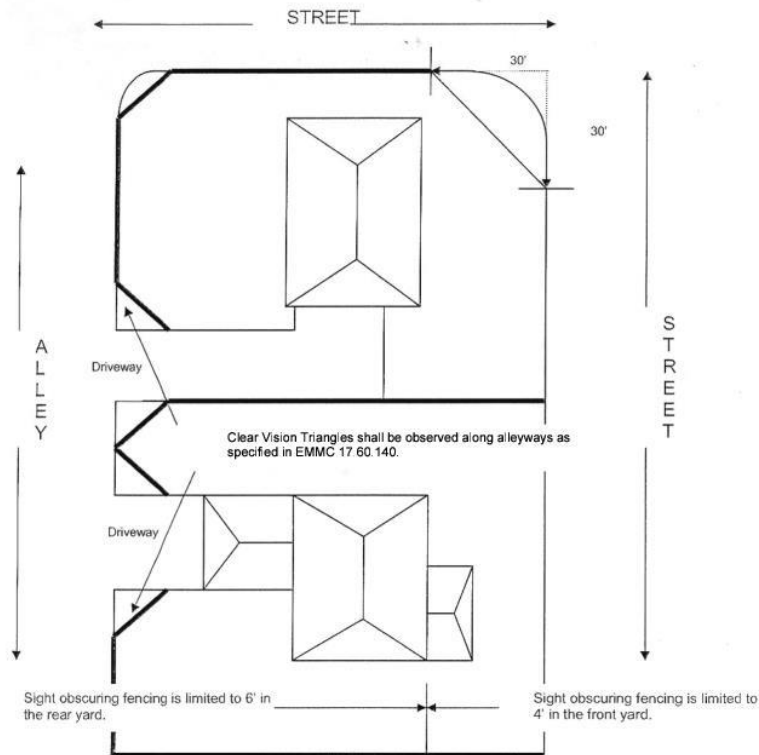
**Diagram 17.60.180(a) – Clear Vision Triangle**



**Diagram 17.60.180(b) – Chain Link Fencing**



**Diagram 17.60.180(c) – Alleyway Fencing**



- xii. “Community entrance sign” means a sign used to welcome people to the city or a monument at the entrance to specific neighborhoods indicating the name of the project, subdivision or neighborhood. Any community entrance sign not required to be installed as part of a master development plan or final plat shall be processed through the planning department with the appropriate application and fee.



- xiii. “Community event sign” means a temporary sign displayed by the city, or one of its committees, subcommittees, councils, boards or city partner agencies, to promote community events.



- xiv. Cornerstone. A cornerstone is carved or cast into a building, or a metal plaque permanently attached to a building. It carries no commercial message, but may include the building's name, the date of its completion, and the names of owners, architects, contractors, etc.



- xv. Directional Signs. Directional signs are defined in two general categories as follows:



- 1) Any sign used to display the address of a commercial or industrial building or use, or to identify points of access, the direction of travel, and similar functions in off-street parking and loading areas. Such signs display no advertising or promotional copy, but may bear a logo or be in a distinctive design associated with the use to which they are accessory. Such name or logo shall not exceed more than 50 percent of sign area.



- 2) A sign erected by an official government agency to denote the name of any thoroughfare; to point out the route to any city, educational institution, public building, historic place or hospital; to direct and regulate traffic; and to denote any railroad crossing, bridge or other transportation facility for the convenience and safety of the general public.



- xvi. "Double-faced sign" means a sign with two faces, back-to-back.
- xvii. "Flag" means fabric, plastic, or similar lightweight material hung from a pole that may bear a logo, which is displayed with the intent to advertise or attract attention to a commercial enterprise.

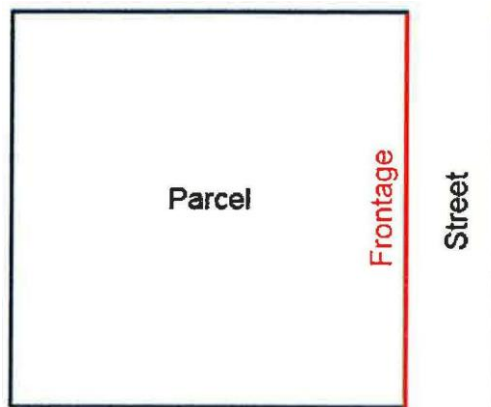




- xviii. "Freestanding sign" means any sign that has its own supporting structure, rather than being attached to and supported by a building.



- xix. "Frontage" means the distance or length of the side of any parcel that is adjacent to any public or private street, but does not include alleys, watercourses or limited access roadways.



- xx. "Illuminated sign" means any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.
- xxi. "Inflatable sign" means any advertising device which is supported by heated or forced air or lighter-than-air gases.



- xxii. "Monument sign" means a freestanding sign whose sign face extends to the ground or to a base or pedestal.



xxiii. "Movable, freestanding sign" means any sign not affixed to or erected into the ground.



xxiv. "Nonconforming sign" means a sign or sign structure which lawfully existed prior to the adoption of the ordinance codified in this section but which does not conform to all or a part of the requirements of this section.

xxv. "Off-premises sign" means any sign which advertises a use, establishment, product or service that is sold, produced, manufactured or furnished at a place other than on the property on which said sign is located.

xxvi. "On-premises sign" means a sign that advertises or directs attention to a use or establishment located on premises or a product or service available on premises.

xxvii. "Pole sign" means a freestanding identification or business sign, which is supported by a pole(s), mounted permanently in the ground and the base of the sign copy is greater than nine feet in height.



xxviii. "Political sign" means a temporary sign advertising a candidate for public office, a political party or a measure or issue scheduled for an election.



- xxix. "Property sign" means on-premises signs that state the rights that the owner of that property wishes to enforce such as no dumping, no trespassing or no parking.



- xxx. "Real estate sign" means a temporary sign indicating that the lot on which the sign is located, or any building or structure located thereon, is for sale, rent, or lease.



- xxxi. "Replacement," for the purposes of this section, does not include the temporary removal of an existing sign for repair or refurbishment.
- xxxii. "Residential sign" means a freestanding or building sign that displays the address and the name of the occupants of a residence.



- xxxiii. "Sign" means any and all advertising message, announcement, declaration, warning, statement, demonstration, illustration, insignia, words, space, figures or objects erected or maintained in view of any observer for the purpose of designating, identifying, promoting, advertising, directing or warning for the benefit of any person, product, company, entity or service; whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence, or other manmade structure. "Sign" also includes the accessory sign structures, supports, lighting systems and other attachments or components. The word "sign" does not include the flag, pennant or insignia of any nation, state, city or other political unit or any official notice issued by any court, public body or officer, or directional, warning or information sign or structure required or authorized by law.
- xxxiv. "Sign area" means the entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements affixed to the wall, including but not limited to cabinet structures, written copy, logos, symbols, decorative embellishments, border or roof treatments and illustrations.
- xxxv. "Sign copy" means the area on a sign in which letters, logos, and symbols are or can be printed upon.
- xxxvi. "Sign face" means the part of a sign that is or may be used for advertising purposes.
- xxxvii. "Snipe/bootleg sign" means a small sign of any material including but not limited to paper, cardboard, wood or metal when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.



- xxxviii. "Special events sign" means a sign which calls attention to a business promotion or grand opening.



- xxxix. "Suspended signs" are attached to the ceiling of an arcade or the framework of a canopy and hang over a sidewalk.



- xl. "Temporary sign" means any permitted type of sign, but displayed for 60 days or less, except in the case of construction and real estate signs, which are temporary, but may be displayed until construction is complete or the property advertised has been rented or sold or otherwise allowed by this section.
- xli. "Traffic control sign" means standard regulatory signs installed by public agencies, including stop and yield signs, speed limit signs, etc., and permitted wherever warranted. When installed on private premises, such signs are directional.



- xlii. "Vehicular sign" means a sign affixed to a vehicle or trailer for the purpose of advertising. Such sign shall only be applicable or regulated by this section when said vehicle or trailer is parked on a parcel other than the owner's property for the primary purpose of conveying a business message.





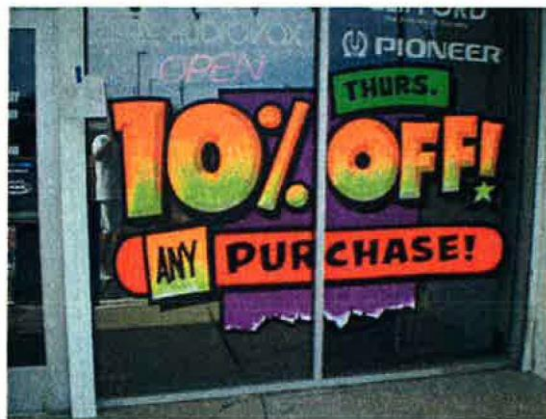
- xl.iii. "Wall face," for the purpose of this section, means the visible outer surface area of a main exterior wall of a building. The area of the wall face shall be the total area of such surface including the area of doors and windows that are included in the main exterior wall.



- xl.iv. "Wall sign" means a building sign painted directly on the wall of a building or attached to the wall of a building, and parallel with the wall to which it is attached. Wall signs extend no more than one foot from the building to which they are attached and do not extend above the roofline of the building to which they are attached.



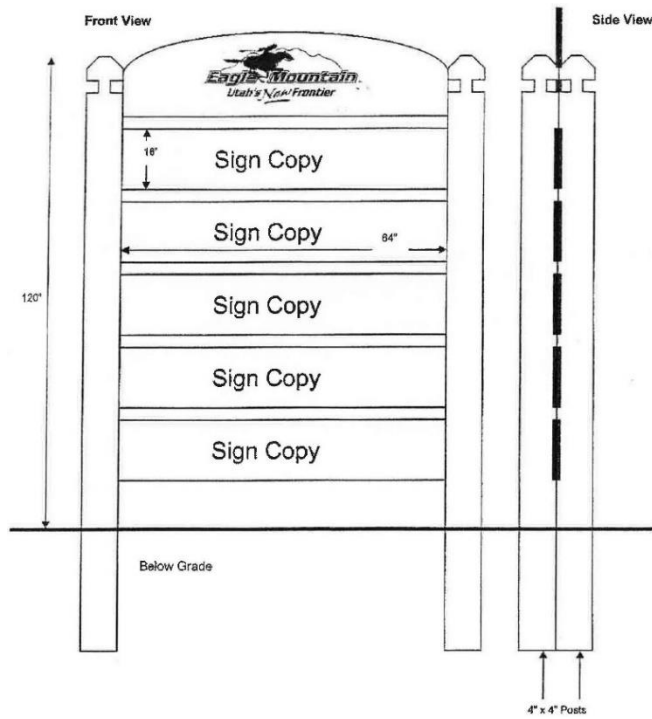
- xl.v. "Window sign" means signs, including posters, messages, or displays painted or mounted on the interior side of a window for special promotional or other temporary displays.



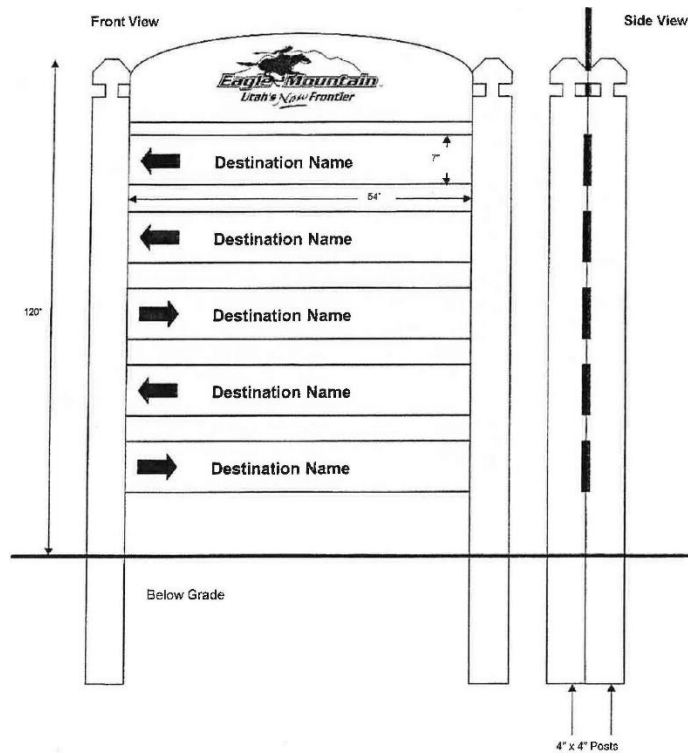


r. **Schematics**

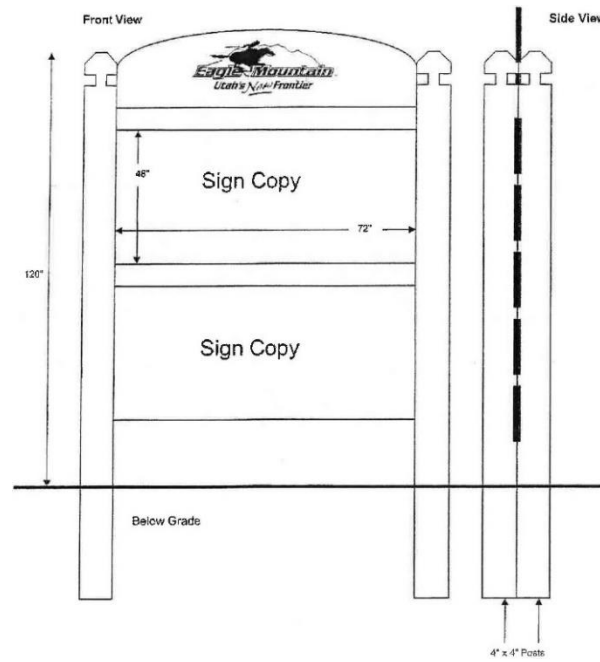
- i. Signs shall be painted Monterrey Grey.
- ii. Schematic 17.80.170(a) – Model Home Signage



- iii. Schematic 17.80.170(b) – Directional Median Signage



iv. Schematic 17.80.170(c) – Directional/Advertising Business Signage

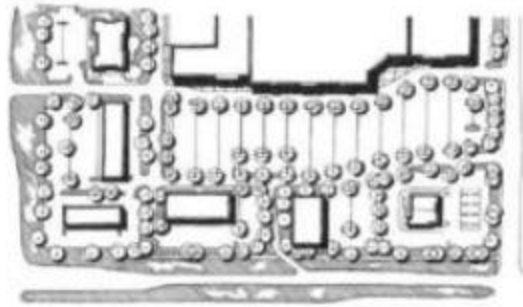


**APPENDIX E**  
**COMMERCIAL DESIGN STANDARDS<sup>8</sup>**

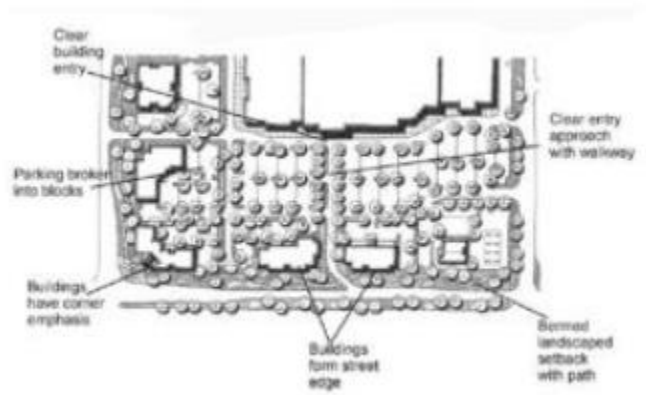
- a. **What this section does.** This section provides standards and guidelines for the site and building design of commercial developments. Although these standards are not required for industrial parks, warehouses, or large corporate office or campus developments, they are highly encouraged.
- b. **Purpose.** The purpose of this section is to provide standards and guidelines to enhance the visual quality of development, to help create developments that encourage pedestrian activity, to promote buildings of lasting architecture and aesthetic appeal, to increase functionality and safety of parking areas for pedestrians and vehicles, to minimize the visual expanse of pavement through good site design, and to ensure that a sense of place is created and maintained while the city experiences growth and development. This section shall be applied to all commercial projects within the city and shall be reviewed during the site plan application process.
- c. **Site Design.** The arrangement of different elements of a project on the site is vital to creating an environment that is focused on the street and the pedestrian, rather than the vehicle and parking areas. A site can be designed to be visually appealing from the street and still be functional and safe for vehicular circulation and pedestrian access. Minor variations to these standards may be considered by the planning commission and city council if a property contains one of the following constraints: wetlands, steep hillsides, major drainage washes, unusual property shape, existing easements, or a similar constraint/difficulty that can be directly tied to a design standard and adequately justified by the applicant.
  - i. Building Location. Buildings should be located at or near the minimum front setback line, with pedestrian access leading to the primary entrance and landscaping placed between the building and the street. Parking should be located to the side or the rear of commercial buildings, not between the street and the building. If parking is situated between the building and the street, significant increases in landscaping, berming, and architectural features are required to break up and screen the expanse of pavement.
    - 1) Commercial Building Orientation. The primary entrance to a commercial building should be oriented toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited.
  - ii. Commercial Parking Location. Locate surface parking to the side or the rear of buildings. Parking should not be located between any commercial building and the street. This is especially important on corners. Large 30,000+ square-foot buildings shall follow the same standard, or be designed with pad site buildings along the street edge to screen the expanse of pavement.
  - iii. Inappropriate – Parking and pavement between pad site buildings and street; buildings do very little to screen parking

---

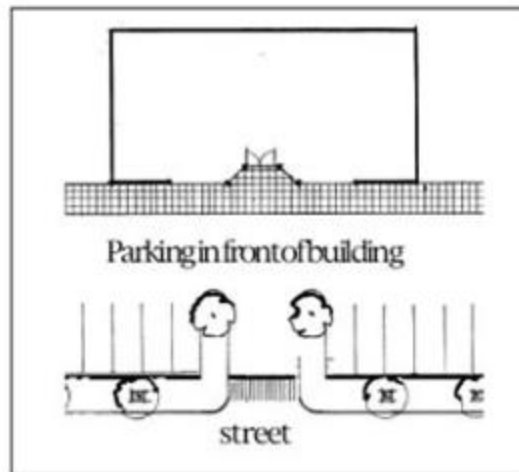
<sup>8</sup> This appendix is a verbatim excerpt from Chapter 17.72 “Commercial and Multifamily Design Standards” of the Eagle Mountain City Code as of February 1, 2023. Only the standards specific to commercial uses have been included, and standards applicable only to multifamily uses have been omitted.



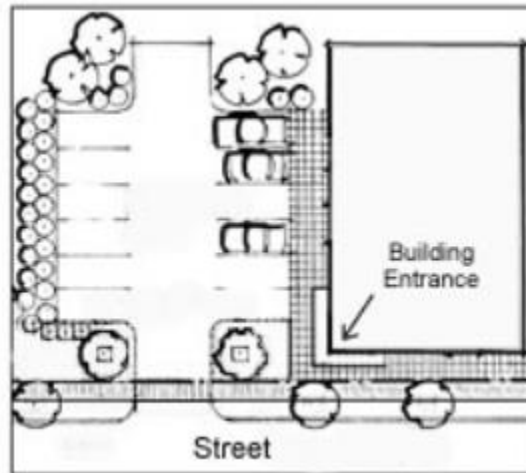
- iv. Appropriate – Pad site buildings are placed at street edge and shield a majority of the parking area



- v. Discouraged – Parking between building and street



- vi. Appropriate – Parking to the side of the building and behind the front facade of building.



- vii. Open/Plaza Space. It is important to treat the unbuilt portion of a site as a designed, functioning space. The different elements of a site shall be arranged in a way that maximizes useable open/plaza space. This is especially important in multifamily projects. Buildings should be clustered and open space should be combined in larger, more useable areas. Creativity with open space design is also encouraged.



- viii. Buildings are clustered to maximize useable open space



- ix. Plaza and open space within retail developments enhances the pedestrian and shopping experience.

- d. **Architectural standards.** The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to commercial and multifamily development. Minor variations to these standards may be considered by the planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

- i. Architectural Style/Theme. Commercial buildings should be similar in style as significant adjacent buildings. All facades of commercial and multifamily structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements.
- ii. Main Entrance. The main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall also be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.



Clearly identifiable covered entry



Multifamily unit entry defined with covered porch



Inappropriate: Entryway not clearly defined; no sheltering element

- iii. Roof Design. The primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either sloping roofs with overhanging eaves, or a decorative parapet and multiple roof planes and heights. Decorative cornices and roof projections such as cupolas or towers are also encouraged. Multifamily buildings shall contain sloping roofs, overhanging eaves, and multiple roof planes and heights.





- iv. Decorative parapets and multiple roof planes/projections.
- e. **Building Articulation.** Vertical and horizontal articulation and relief reduces the perceived scale of buildings. Buildings shall include facade modulation (stepping portions of the facade), horizontal and vertical divisions (textures or materials), window patterns, offsets, recesses, projections, varied front setbacks or staggered and jogged unit planes within the same structure, and other techniques to help identify individual residential units in a multifamily structure, and to avoid large, featureless and/or panelized surfaces on commercial buildings. Large uninterrupted expanses of a building wall are prohibited.
  - i. Appropriate Articulation



ii. Inappropriate Articulation



iii. Inappropriate building articulation



iv. Inappropriate building articulation

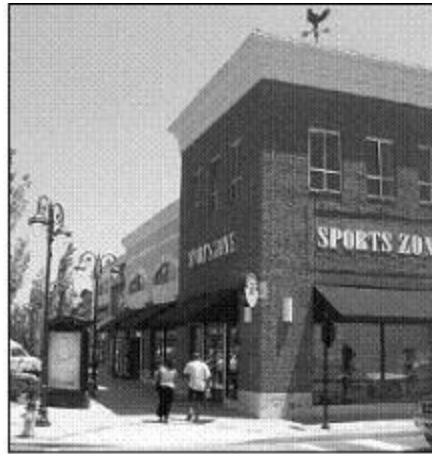


f. **Architectural Detailing.** Pedestrian-scaled architectural features/details shall be incorporated into commercial and multifamily buildings to orient the building to pedestrian activity and to increase the overall visual appeal of the structure.

- i. Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and moldings, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers, and trellis structures. All sides of a building shall include the chosen details.



- ii. Area between building entrances is treated with awning and windows to create a pedestrian-friendly environment.



- iii. Appropriate use of awnings, building materials, and windows addressing the street and sidewalk



- iv. Trellis structure, decorative parapet, building articulation, awnings



- v. Tower feature, overhanging eaves, decorative windows, mix of building materials, trellis structures, etc.
- g. **Building Materials.** Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures.
  - i. All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU (concrete masonry unit). Stucco may not be used on more than 50 percent of a building. Metal, plain CMU, or other materials deemed appropriate by the planning commission and city council may be used as accents only.



*Varied materials: brick, stone, decorative CMU, and even tile and metal – identifiable franchise elements*





*Architectural detailing and mixture of materials on all sides – especially all street-facing sides*

- h. **Building Color.** Buildings should not be restricted to using desert landscape colors, such as beige, tan, grays, browns, etc. A wide palette of colors is recommended, excluding any neon, ultra-bright, or reflective colors. A building's color palette should be similar to that of significant neighboring structures. Franchise colors and elements may be incorporated, but shall not overpower the architectural form/theme of the building and/or development.
- i. **Inappropriate:** bright colors and creative architecture overpower the building form and clash with architecture and theming of neighboring buildings and community



- i. **Lighting.** All lighting shall be designed to be shielded and directed downward to prevent light glare from adversely affecting neighboring uses/properties. The light bulb or light source of building lighting shall not be visible from beyond the property. Building lighting and parking lot lighting should be decorative in design to add to the architectural style and character of the building and area. Lighting shall be reviewed based on aesthetics, glare, and adequate light for safety. A lighting plan and lighting design details are required with a site plan application.



- j. **Mailbox Structures.** Cluster mailboxes are generally required by the U.S. Postal Service for multifamily developments. These mailboxes, however, should not detract from the project, as they generally do when designed as a metal structure. Cluster mailboxes should emulate the buildings in materials and color.

- i. Inappropriate



- ii. Appropriate



- k. **Mechanical Equipment.** All mechanical equipment shall be screened so as not to be visible from any public or private streets. Screens shall be aesthetically incorporated into the design of the building and shall conform to the color and materials of the primary building. Screening includes walls, landscaping, parapet



walls, or a combination. All electrical service equipment should be painted to match the wall color or screened to blend with the surrounding terrain.



*Screening for mechanical equipment matches building in material and color*



- I. **Storage, Loading Areas, and Trash Enclosures.** Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style

of the building, including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening. The consolidation of trash areas between businesses is encouraged.



*Screening wall – same materials as building*

**RESOLUTION NO. R-        -2023**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE AMENDED AND RESTATED POLE CANYON MASTER  
DEVELOPMENT AGREEMENT, NOW KNOWN AS FIREFLY**

*PREAMBLE*

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, as set forth in Exhibit A.
2. The Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, 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 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

# Exhibit A



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                  |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as Independent Districts; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving of an Annexation Area; Appointing Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters. |                |                  |
| <b>ITEM TYPE:</b>               | Resolution                                                                                                                                                                                                                                                                                                                                                                                                        |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                  |
| <b>APPLICANT:</b>               | Oquirrh Wood Ranch LLC                                                                                                                                                                                                                                                                                                                                                                                            |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                                                                                                                                                                                                                                                                               | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

Yes

**PREPARED BY:**

Marcus Draper, Admin

**PRESENTED BY:**

Marcus Draper, City Attorney

**RECOMMENDATION:**

Staff recommends the Council consider a Resolution of Eagle Mountain City, Utah, providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as independent districts; authorizing and approving a Governing Document and Interlocal Agreement; approving of an Annexation Area; appointing Board of Trustees; authorizing other documents in connection therewith; and related matters.

**BACKGROUND:**

Oquirrh Wood Ranch LLC (“OWR”) and others have proposed the creation of 10 Public Infrastructure Districts (“PIDs”) to aid in the financing of infrastructure for the project that was formerly known as the Pole Canyon Development and is currently known as Firefly. The creation of the PIDs has been negotiated simultaneously with the Amended and Restated Master Development Agreement that is also before the Council. The PIDs would each initially be 1/10<sup>th</sup> of an acre in size but would have the ability to annex additional property into a district and would ultimately cover most or all of the Firefly development, approximately 2,700 acres. They would help finance the infrastructure for the development by issuing bonds and then



taxing the homeowners within the PID to pay back the bond. OWR is proposing a limit of 6 mills per household with a cap of \$65 per month of property tax.

While the City would be considered the “Creating Entity” of the PIDs, they would be separate political subdivisions of the State of Utah. OWR would initially control the governing board of all 10 PIDs. Once development begins in any particular PID, the homeowners within the PID would be able to vote on the board members as each term expires. The Governing Documents that are before the Council delineate the authority that each PID would have. Although the PIDs would constitute separate political subdivisions of the State, they would have no ability to amend their Governing Documents without the concurrence of the Council.

OWR has followed all necessary legal steps in the creation of these PIDs and the issue is ripe for Council decision.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

[RES--Firefly Public Infrastructure Districts](#)  
[Governing Document - Firefly PID No 1](#)  
[Final Local Entity Plats](#)  
[Initial PID Boundaries & Annexation Area](#)  
[Petition for the Creation of Firefly PIDs 1 - 10](#)

## **RESOLUTION NO. R- -2023**

### **A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, PROVIDING FOR THE CREATION OF THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICTS NUMBERS 1 THROUGH 10 AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS**

WHEREAS, a petition (the “Petition”) was filed with Eagle Mountain City (the “City”) requesting adoption by resolution the approval of the creation of ten separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities – Special Districts, Title 17B Utah Code Annotated (together with the PID Act the “Act”) within the boundaries of the City and approve an annexation area (the “Annexation Area”) which the Firefly Public Infrastructure Districts Numbers 1 through 10 (the “Districts”) may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Documents attached hereto as Exhibit “A” (the “Governing Documents”) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners, has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, caused public hearings to be held after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Utah Code Ann. § 17D-4-201; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Utah Code Ann. § 17B-1-211(1)(b); and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Utah Code Ann. § 17D-4-202(9); and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Utah Code Ann. § 17D-4-202(c) because they are agents of property owners within the District Boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of the Governing Documents attached hereto as Exhibit “A” and an Interlocal Agreement between the City and the Districts, as attached to the Governing Document as Governing Document Exhibit “D”; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action in the form attached hereto as Exhibit “B” (the “Boundary Notice”) and Final Entity Plats attached thereto as Boundary Notice Exhibit “B” (the “Plats”).

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved, and confirmed.
2. The Districts are hereby created, effective as of the Effective Date, as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Documents and the Plats.
3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Documents) or Annexation Area Boundaries from any of the Districts without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and Governing Documents.
4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under Utah Code Ann. § 17B-1-407 or resolution of the City under Utah Code Ann. § 17B-1-408.

5. It is hereby found and determined by the Council that the creation of the Districts are appropriate to the general welfare, order, and security of the City, and the organization of the Districts pursuant to the PID Act are hereby approved.

6. The Governing Documents and the Interlocal Agreements in the form presented to this meeting and attached hereto as Exhibit “A” and Governing Documents Exhibit “D” are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of the Districts are hereby appointed as follows:

a. Firefly Public Infrastructure District No. 1:

- i. Trustee #1: Nathan Shipp for an initial six-year term.
- ii. Trustee #2: Bryan Flamm for an initial six-year term.
- iii. Trustee #3: Jared Westhoff for an initial four-year term.

b. Firefly Public Infrastructure District No. 2:

- i. Trustee #1: Nathan Shipp for an initial six-year term.
- ii. Trustee #2: Bryan Flamm for an initial six-year term.
- iii. Trustee #3: Jared Westhoff for an initial four-year term.

c. Firefly Public Infrastructure District No. 3:

- i. Trustee #1: Nathan Shipp for an initial six-year term.
- ii. Trustee #2: Bryan Flamm for an initial six-year term.
- iii. Trustee #3: Jared Westhoff for an initial four-year term.

d. Firefly Public Infrastructure District No. 4:

- i. Trustee #1: Nathan Shipp for an initial six-year term.
- ii. Trustee #2: Bryan Flamm for an initial six-year term.
- iii. Trustee #3: Jared Westhoff for an initial four-year term.

e. Firefly Public Infrastructure District No. 5:

- i. Trustee #1: Nathan Shipp for an initial six-year term.

- ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- f. Firefly Public Infrastructure District No. 6:
  - i. Trustee #1: Nathan Shipp for an initial six-year term.
  - ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- g. Firefly Public Infrastructure District No. 7:
  - i. Trustee #1: Nathan Shipp for an initial six-year term.
  - ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- h. Firefly Public Infrastructure District No. 8:
  - i. Trustee #1: Nathan Shipp for an initial six-year term.
  - ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- i. Firefly Public Infrastructure District No. 9:
  - i. Trustee #1: Nathan Shipp for an initial six-year term.
  - ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- j. Firefly Public Infrastructure District No. 10:
  - i. Trustee #1: Nathan Shipp for an initial six-year term.
  - ii. Trustee #2: Bryan Flamm for an initial six-year term.
  - iii. Trustee #3: Jared Westhoff for an initial four-year term.
- k. The terms of the trustees for each of the Districts shall commence on the latter of (1) the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah; or (2) the Effective Date.

8. The Council hereby authorizes the Mayor or a Council Member to execute the Boundary Notices in substantially the form attached hereto as Exhibit “B” and such other documents as shall be required to accomplish the actions contemplated herein (including the Final Local Entity Plat Maps) on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, the City Administrator, or the City Attorney to make any corrections, deletions, or additions to the Governing Documents, the Interlocal Agreement, the Plats, and/or the Boundary Notice or any other document herein authorized and approved (including, but not limited to, correction to the property description therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of the Districts (collectively the “District Boards”) are hereby authorized and directed to record such Governing Documents with the recorder of the City within 30 days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders, and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This Resolution shall take effective upon adoption (the “Effective Date”).

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

---

Tom Westmoreland, Mayor

---

Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Exhibit A

Governing Documents

for

Firefly Public Infrastructure Districts Nos 1-10

## Exhibit B

Form of Notice of Impending Boundary Action  
for  
Firefly Public Infrastructure District Nos 1-10

**NOTICE OF IMPENDING BOUNDARY ACTION**  
*(Firefly Public Infrastructure District No. 1)*

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council duly convened on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 1

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Certified Creation Resolution*

**EXHIBIT “B”**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Final Local Entity Plat Map  
for  
Firefly Public Infrastructure District No. \_\_\_\_*



GOVERNING DOCUMENT  
FOR  
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO. 1  
EAGLE MOUNTAIN CITY, UTAH

Prepared by  
Farnsworth Johnson PLLC  
180 North University Avenue, Suite 260  
Provo, Utah 84601

Eagle Mountain City, Utah

Dated as of June 1, 2023

## TABLE OF CONTENTS

| SECTION       | PAGE                                                                |
|---------------|---------------------------------------------------------------------|
| ARTICLE I     | INTRODUCTION .....1                                                 |
| Section 1.01. | Purpose and Intent.....1                                            |
| Section 1.02. | Need for the District.....1                                         |
| Section 1.03. | Objective of the City Regarding District’s Governing Document.....1 |
| ARTICLE II    | DEFINITIONS .....2                                                  |
| Section 2.01. | Definitions.....2                                                   |
| ARTICLE III   | BOUNDARIES AND ANNEXATION.....5                                     |
| Section 3.01. | Boundaries .....5                                                   |
| Section 3.02. | Annexation and Withdrawal .....5                                    |
| ARTICLE IV    | DISTRICT PROPERTIES.....6                                           |
| Section 4.01. | Land Use and Population .....6                                      |
| Section 4.02. | Land Use .....6                                                     |
| Section 4.03. | No Approval of Development.....6                                    |
| ARTICLE V     | POWERS, IMPROVEMENTS AND SERVICES .....6                            |
| Section 5.01. | Powers of the District.....6                                        |
| Section 5.02. | Limitations .....6                                                  |
| Section 5.03. | Procurement .....8                                                  |
| ARTICLE VI    | BOARD OF TRUSTEES .....8                                            |
| Section 6.01. | Board Composition .....8                                            |
| Section 6.02. | Transition to Elected Board .....9                                  |
| Section 6.03. | Reelection and Reappointment; Vacancy .....9                        |
| Section 6.04. | Compensation .....9                                                 |
| Section 6.05. | Conflicts of Interest.....9                                         |
| ARTICLE VII   | FINANCIAL PLAN .....9                                               |
| Section 7.01. | General.....9                                                       |
| Section 7.02. | Mill Levy .....10                                                   |
| Section 7.03. | Debt Repayment Sources.....10                                       |
| Section 7.04. | Debt Instrument Disclosure Requirement.....10                       |
| Section 7.05. | Security for Debt.....11                                            |
| Section 7.06. | Disclosure to Purchasers .....11                                    |
| ARTICLE VIII  | MISCELLANEOUS .....12                                               |
| Section 8.01. | Annual Report.....12                                                |
| Section 8.02. | Amendments .....13                                                  |

|               |                            |    |
|---------------|----------------------------|----|
| Section 8.03. | Dissolution .....          | 13 |
| Section 8.04. | Interlocal Agreement ..... | 13 |

**GOVERNING DOCUMENT FOR  
FIREFLY PUBLIC IMPROVEMENT DISTRICT NO. 1**

**ARTICLE I**

**INTRODUCTION**

*Section 1.01. Purpose and Intent.* The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

*Section 1.02. Need for the District.* There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

*Section 1.03. Objective of the City Regarding District's Governing Document.* (a) The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt that is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

(b) This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

(c) It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

(d) The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on taxable properties and that shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## ARTICLE II

### DEFINITIONS

*Section 2.01. Definitions.* Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Governing Document and of any other document herein mentioned, have the meanings herein specified.

*“Annexation Area Boundaries”* means the boundaries of the area described in the legal description included in *Exhibit A* that have been approved by the City for annexation into the District upon the meeting of certain requirements.

*“Annexation Area Boundary Map”* means the map attached hereto as *Exhibit C-2*, describing the property proposed for annexation within the District.

*“Approved Development Plan”* means a final development site plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code, as amended from time to time. The Approved Development Plan shall also contain (or there shall be separately approved by the City) a plan of finance demonstrating that the Bonds and other sources of funding are sufficient to construct the Public Improvements.

*“Assessment”* means assessments levied in an assessment area created within the District.

*“Assessment Act”* means collectively, (i) Title 11, Chapter 42, Utah Code, as may be amended from time to time and (ii) the C-PACE Act.

*“Board”* means the Board of Trustees of the District.

*“Bond, Bonds or Debt”* means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

*“City”* means Eagle Mountain City, Utah.

*“City Code”* means the City Code of the City.

*“City Council”* means the City Council of Eagle Mountain City, Utah.

*“C-PACE Act”* means Title 11, Chapter 42a of the Utah Code, as amended from time to time.

*“C-PACE Bonds”* means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

*“C-PACE Assessments”* means assessments levied under the C-PACE Act.

*“District”* means the Firefly Public Infrastructure District No. 1.

*“District Area”* means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

*“Districts”* means collectively, the District, Firefly Public Infrastructure District No. 2, Firefly Public Infrastructure District No. 3, Firefly Public Infrastructure District No. 4, Firefly Public Infrastructure District No. 5, Firefly Public Infrastructure District No. 6, Firefly Public Infrastructure District No. 7, Firefly Public Infrastructure District No. 8, Firefly Public Infrastructure District No. 9 and Firefly Public Infrastructure District No. 10, contemplated to be created contemporaneously with one another and overlapping on certain properties.

*“End User”* means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User.

*“Fees”* means any fee imposed by the District for administrative services provided by the District.

*“Financial Plan”* means the Financial Plan described in Article VII that describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

*“General Obligation Debt”* means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

*“Governing Document”* means this Governing Document for the District approved by the City Council.



*“Governing Document Amendment”* means an amendment to the Governing Document approved by the City Council in accordance with the City’s ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

*“Initial District Boundaries”* means the boundaries of the area described in the Initial District Boundary Map.

*“Initial District Boundary Map”* means the map attached hereto as Exhibit C-1, describing the District’s initial boundaries.

*“Limited Tax Debt”* means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District that may not exceed the Maximum Debt Mill Levy.

*“Local District Act”* means Title 17B of the Utah Code, as amended from time to time.

*“Maximum Debt Mill Levy”* means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section 7.02 below.

*“Maximum Debt Mill Levy Imposition Term”* means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section 7.01 below.

*“Municipal Advisor”* means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

*“Project”* means the development or property commonly referred to as the Firefly Development.

*“PID Act”* means Title 17B, Chapter 2a, Part 12 of the Utah Code, as amended from time to time.

*“Public Improvements”* means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section 5.02 below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

*“Regional Improvements”* means Public Improvements and facilities that benefit the District Area and that are to be financed pursuant to Section 5.01 below.

*“State”* means the State of Utah.

“*Taxable Property*” means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

“*Trustee*” means a member of the Board.

“*Utah Code*” means the Utah Code Annotated 1953, as amended.

### ARTICLE III

#### BOUNDARIES AND ANNEXATION

*Section 3.01. Boundaries.* The area of the Initial District Boundaries includes approximately 0.25 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately \_\_\_\_\_ acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries is attached hereto as Exhibit C-1, and a map of the Annexation Area Boundaries is attached hereto as Exhibit C-2. It is anticipated that the District’s boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-2a-1204, Utah Code, subject to Section 3.02 below.

*Section 3.02. Annexation and Withdrawal.* (a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. An area within the District Boundaries may only be withdrawn from the District upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such withdrawal. Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(c) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(d) Annexation or withdrawal of any area in accordance with this Section 3.02 shall not constitute an amendment of this Governing Document.

## ARTICLE IV

### DISTRICT PROPERTIES

*Section 4.01. Land Use and Population.* The District Area is expected to consist of residential and commercial/industrial land. The population of the District at build-out is estimated to be approximately \_\_\_\_\_ people.

*Section 4.02. Land Use.* The current assessed valuation of the District Area is \$\_\_\_\_\_ for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

*Section 4.03. No Approval of Development.* Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

## ARTICLE V

### POWERS, IMPROVEMENTS AND SERVICES

*Section 5.01. Powers of the District.*

(a) The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Local District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

(b) The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$\_\_\_\_\_. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

(c) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

*Section 5.02. Limitations.* (a) *Operation and Maintenance Limitation.* The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other

appropriate public entity or owners' association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails that are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

(b) *Construction Standards Limitation.* The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and shall be in accordance with the requirements of the Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

(c) *Privately Placed Debt Limitation.* Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

(d) *Overlap Limitation.* The Districts shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

(e) *Initial Debt Limitation.* On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

(f) *Total Debt Issuance Limitation.* The Districts shall not issue Debt in excess of an aggregate amount of \$500,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

(d) *Bankruptcy Limitation.* All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17B-2a-1204(4), Utah Code. It is expressly intended that such limitations:

(i) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(ii) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

*Section 5.03. Procurement.* The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a third-party surveyor or engineer and approved by the City Engineer or their designee.

## ARTICLE VI

### BOARD OF TRUSTEES

*Section 6.01. Board Composition.* (a) The Board shall be composed of three Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustee 1 shall serve an initial term of four years; Trustees 2 and 3 shall serve an initial term of six years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

(b) The initial Trustees shall be:

(i) Trustee 1: \_\_\_\_\_

(ii) Trustee 2: \_\_\_\_\_

(iii) Trustee 3: \_\_\_\_\_

*Section 6.02. Transition to Elected Board.* Board seats shall transition from appointed to elected seats when the number of registered voters in the District is equal to or greater than [1,000] registered voters. No transition pursuant to this Section shall become effective until (i) the next scheduled regular election of the District and (ii) the expiration of the term of the respective Trustee.

*Section 6.03. Reelection and Reappointment; Vacancy.* (a) Upon the expiration of a Trustee's respective term, any seat that has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat that has transitioned to an elected seat shall be elected pursuant to an election held for such purpose; provided, however, any Trustee appointed by the City Council shall be an owner of land or an agent or officer of the owner of land within the boundaries of the District. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

(b) Any vacancy on the Board shall be filled pursuant to the Local District Act.

*Section 6.04. Compensation.* Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

*Section 6.05. Conflicts of Interest.* Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17B-2a-1205 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

## **ARTICLE VII**

### **FINANCIAL PLAN**

*Section 7.01. General.* (a) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The Districts shall not issue Debt in excess of the amount set forth in Section 5.02(f).

(b) The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.



(c) The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

(d) Each bond issued by the District shall mature within 30 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “*Maximum Debt Mill Levy Imposition Term*”).

*Section 7.02. Mill Levy.* The “*Maximum Debt Mill Levy*” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be six (10) mills; provided that such levy shall be subject to adjustment as provided in Section 17B-2a-1207(8), Utah Code. Further, the Districts may not impose mill levies that aggregate in excess of six (6) mills. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17B-2a-1205, Utah Code.

*Section 7.03. Debt Repayment Sources.* (a) The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service, subject to Section 7.02. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17B-2a-1210, Utah Code, as amended from time to time. Except as otherwise provided in this Governing Document, the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt or pursuant to an Interlocal Agreement between the District and the City for Regional Improvements.

(b) The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

*Section 7.04. Debt Instrument Disclosure Requirement.* In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

*Section 7.05. Security for Debt.* The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

*Section 7.06. Disclosure to Purchasers.* (a) Within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lt. Governor of the State creating the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

(b) In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(i) All of the information set forth in Section 7.06(a);

(ii) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330 annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District's Bonds.”

(iii) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

*Section 7.06. District's Operating Costs.* The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$\_\_\_\_\_, which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be

approximately \$ \_\_\_\_\_, which is anticipated to be derived from property taxes and other revenues.

## **ARTICLE VIII**

### **MISCELLANEOUS**

*Section 8.01. Annual Report.* (a) The District shall be responsible for submitting an annual report to the City Recorder no later than March 31 of each year following the year in which the District was created.

(b) The annual report shall include information as to any of the following:

(i) Boundary changes made or proposed to the District's boundary as of December 31 of the prior year;

(ii) List of current interlocal agreements, if changed (to be delivered to the City upon request);

(iii) Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

(iv) District office contact information;

(v) Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

(vi) A summary of any litigation that involves the District Public Improvements as of December 31 of the prior year;

(vii) Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year;

(viii) A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

(ix) Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

(x) The assessed valuation of the District for the current year;

(xi) Current year budget including a description of the Public Improvements to be constructed in such year;

(xii) The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after March 31);

(xiii) Notice of any uncured events of default by the District that continue beyond a 90 day period, under any Debt instrument; and

(xiv) Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, that continue beyond a 90 day period.

*Section 8.02. Amendments.* (a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District that violate the limitations set forth in Section 5.02 above or in Article VII shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City Council and the Board approving such amendment.

*Section 8.03. Dissolution.* Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

*Section 8.04. Interlocal Agreement.* The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as *Exhibit D*. The District shall approve the Interlocal Agreement in the form attached as *Exhibit D* at its first Board meeting after its organizational election. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as *Exhibit D* at the public hearing approving the Governing Document.

**EXHIBIT A**

**ANNEXATION AREA BOUNDARY**

**EXHIBIT B**  
**VICINITY MAP**



**EXHIBIT C-1**

**INITIAL DISTRICT BOUNDARY MAP**

**EXHIBIT C-2**

**ANNEXATION AREA BOUNDARY MAP**

## **EXHIBIT D**

### **INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY, UTAH AND FIREFLY PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Eagle Mountain City, Utah, a municipal corporation of the State of Utah (“*City*”), and Firefly Public Infrastructure District, a political subdivision of the State of Utah (the “*District*”). The City and the District are collectively referred to as the Parties.

#### **RECITALS**

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on \_\_\_\_\_ (“*Governing Document*”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined that it is in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“*Agreement*”).

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

#### **COVENANTS AND AGREEMENTS**

1. *Operations and Maintenance.* The District may dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. A third party, such as an owners’ association, may provide for the operation and maintenance of all or a portion of the Public Improvements. Trails that are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. *Construction Standards.* The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the

City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. *Inclusion Limitation.* The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

4. *Overlap Limitation.* The District shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

5. *Initial Debt.* On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

6. *Total Debt Issuance.* The Districts, collectively, shall not issue Debt in excess of an aggregate amount of \$300,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the District. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

7. *Bankruptcy.* All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material

modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

8. *Dissolution.* Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

9. *Disclosure to Purchasers.* Within thirty (30) days of the approval of lieutenant governor's approval the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

- (1) All of the information in Section 7.06(a) of the Governing Document;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330 annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District's Bonds.”

- (3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

10. *Governing Document Amendment Requirement.* Actions of the District that violate the limitations set forth in Section 5.02 or Article VII of the Governing Document shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

11. *Annual Report.* The District shall be responsible for submitting an annual report to the City Manager's Office no later than March 31 of each year following the year in which the District was created, containing the information set forth in Section 8.01 of the Governing Document.

12. *Regional Improvements.* The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

13. *Maximum Debt Mill Levy.*

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be six mills; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8).

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

14. *Maximum Debt Mill Levy Imposition Term.* Each bond issued by the District shall mature within 30 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the "*Maximum Debt Mill Levy Imposition Term*").

15. *Notices.* All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:            Firefly Public Infrastructure District  
                                      Attn: \_\_\_\_\_  
                                      14034 South 145 East, Suite 204  
                                      Draper, Utah 84020  
                                      Phone: (801) 495-3414  
                                      Email: \_\_\_\_\_

To the City:                Eagle Mountain City  
                                      Attn: City Manager  
                                      2565 North Pony Express Parkway



Eagle Mountain, Utah 84005  
Email: pjerome@emcity.org  
Phone: \_\_\_\_\_

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

16. *Amendment.* This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

17. *Assignment.* Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

18. *Default/Remedies.* In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

19. *Governing Law and Venue.* This Agreement shall be governed and construed under the laws of the State of Utah.

20. *Inurement.* Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

21. *Integration.* This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

22. *Parties Interested Herein.* Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

23. *Severability.* If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

24. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

25. *Paragraph Headings.* Paragraph headings are inserted for convenience of reference only.

26. *Defined Terms.* Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

FIREFLY PUBLIC INFRASTRUCTURE DISTRICT

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

EAGLE MOUNTAIN CITY, UTAH

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**VICINITY MAP**

The map shows a large rectangular area labeled "EAGLE MOUNTAIN" on the right. To the left of this area is "POLE CANYON BLVD.". Further left is a road labeled "S. NORTHERN". At the bottom of the map is "2500 NORTH". A diagonal road at the bottom right is labeled "LEONA PARK BLVD.". A black curved arrow points from the text "SITE" to a specific location on the 2500 NORTH road, just west of Leona Park Blvd.

I, CAHD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

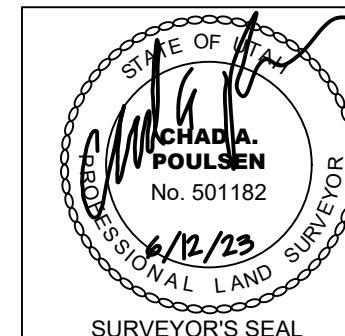
BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THE REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 988123-0000, THENCE S88°12'22"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET, THENCE S01°29'42"E 100.00 FEET, THENCE S88°31'22"E 41.89 FEET TO THE SOUTHWEST CORNER OF THE REAL PROPERTY; THENCE ALONG SAID S01°29'42"E ALONG SAID 2500 NORTH STREET 100.07 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 0.10$  ACRES  
 $\pm 4,356$  SQ. FT.

CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023

DATE \_\_\_\_\_



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS  
A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #1.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDED

RECORDED'S SEAL

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

EAGLE MOUNTAIN CITY

---

SCALE: 1" = 10 FEET

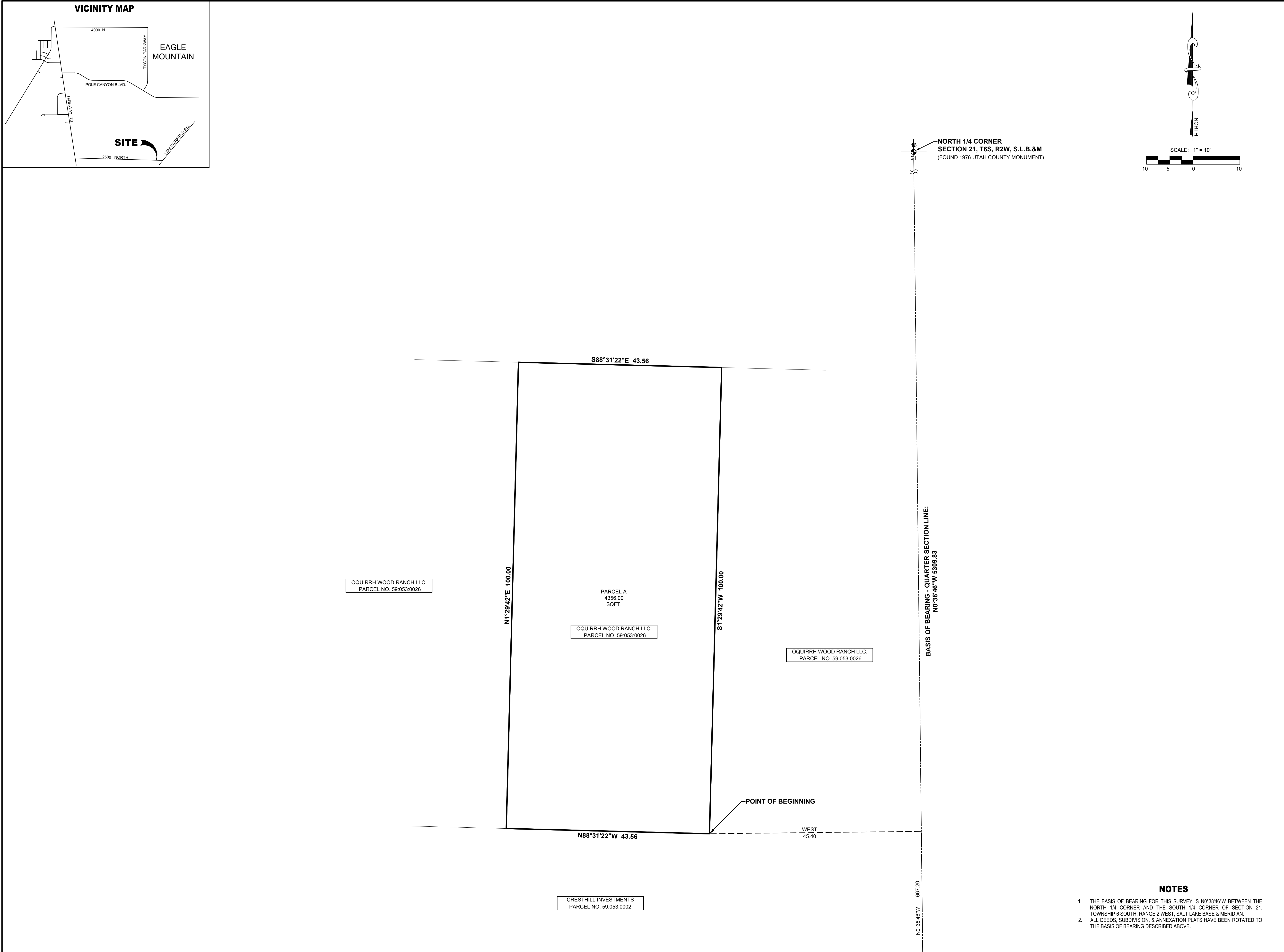
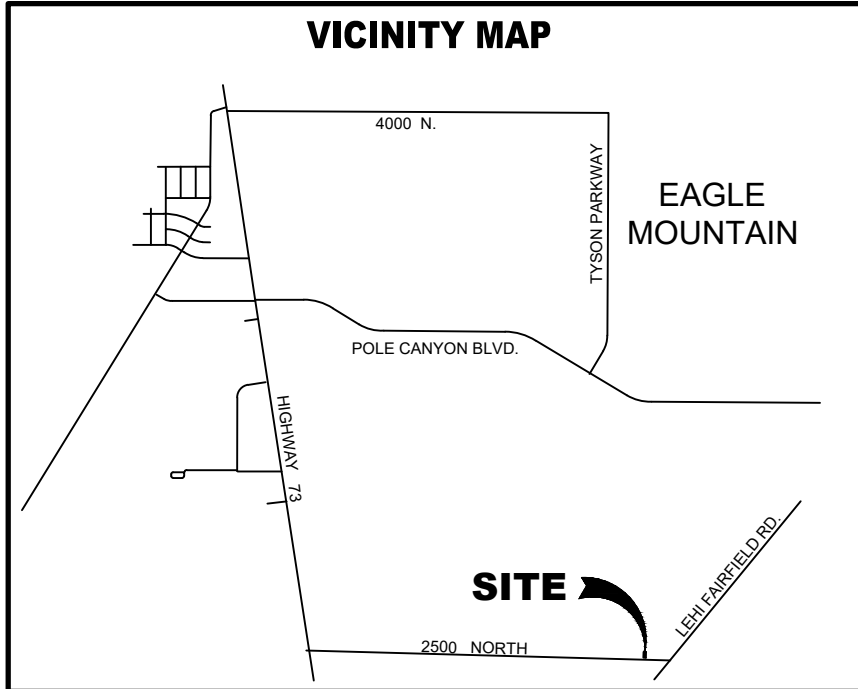
SHEET: 1 OF 1

---



3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com





NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

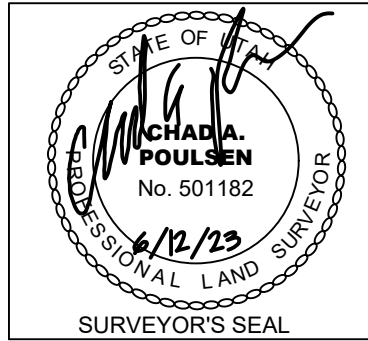
BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 667.20 FEET AND WEST 45.40 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

EAGLE MOUNTAIN CITY ACCEPTANCE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #2.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT  
FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #2

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

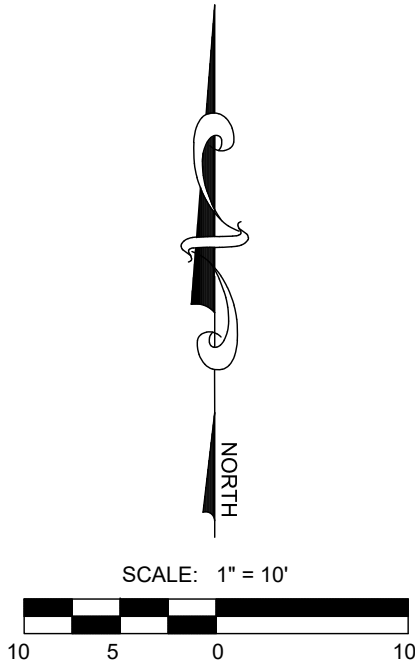
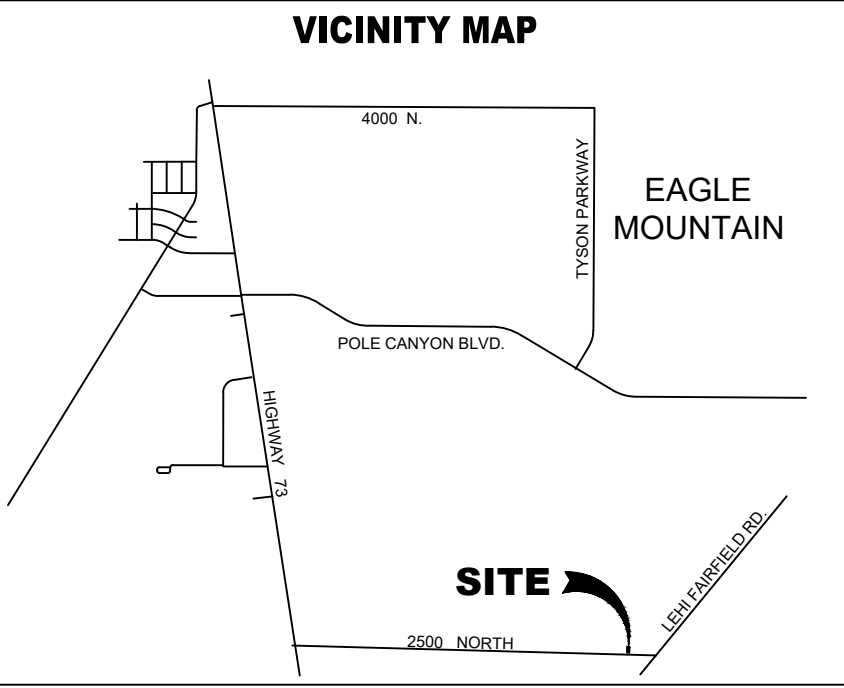
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spanish Fork, UT 84650  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

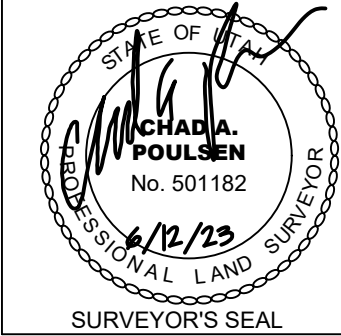
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 668.32 FEET AND WEST 88.94 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #3.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC**

**INFRASTRUCTURE DISTRICT #3**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

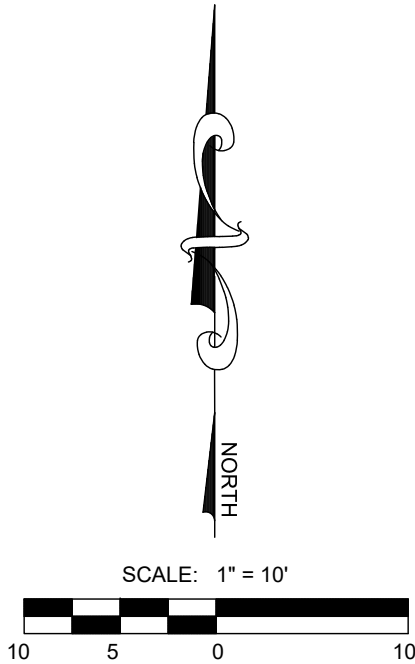
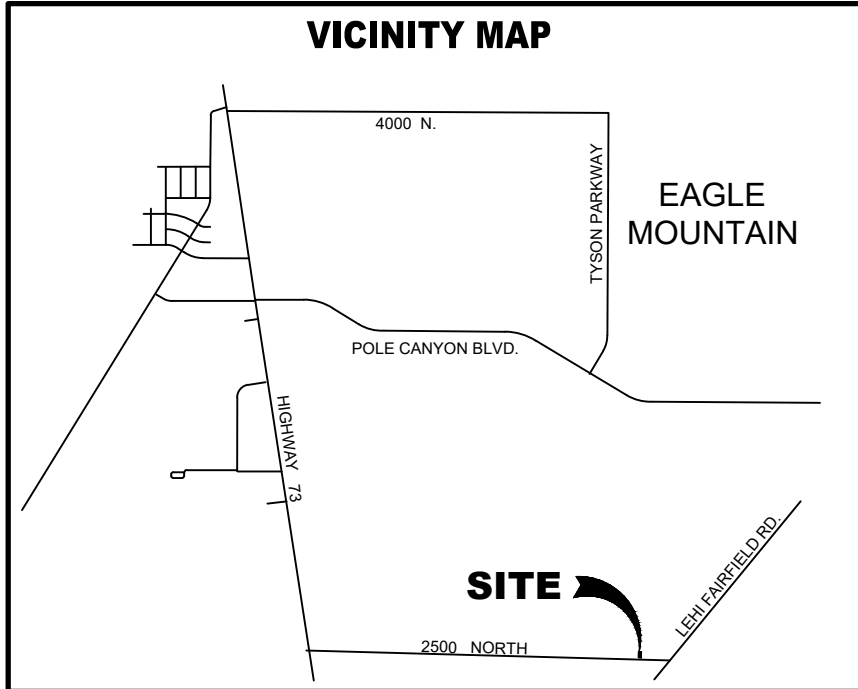
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

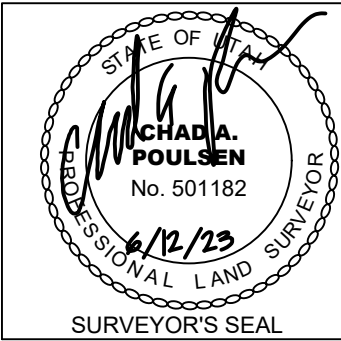
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 869.45 FEET AND WEST 132.47 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET; TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
  
June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #4.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

- THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
- ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #4**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

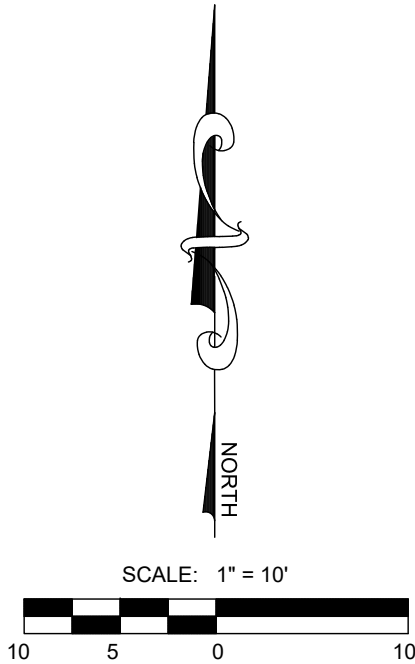
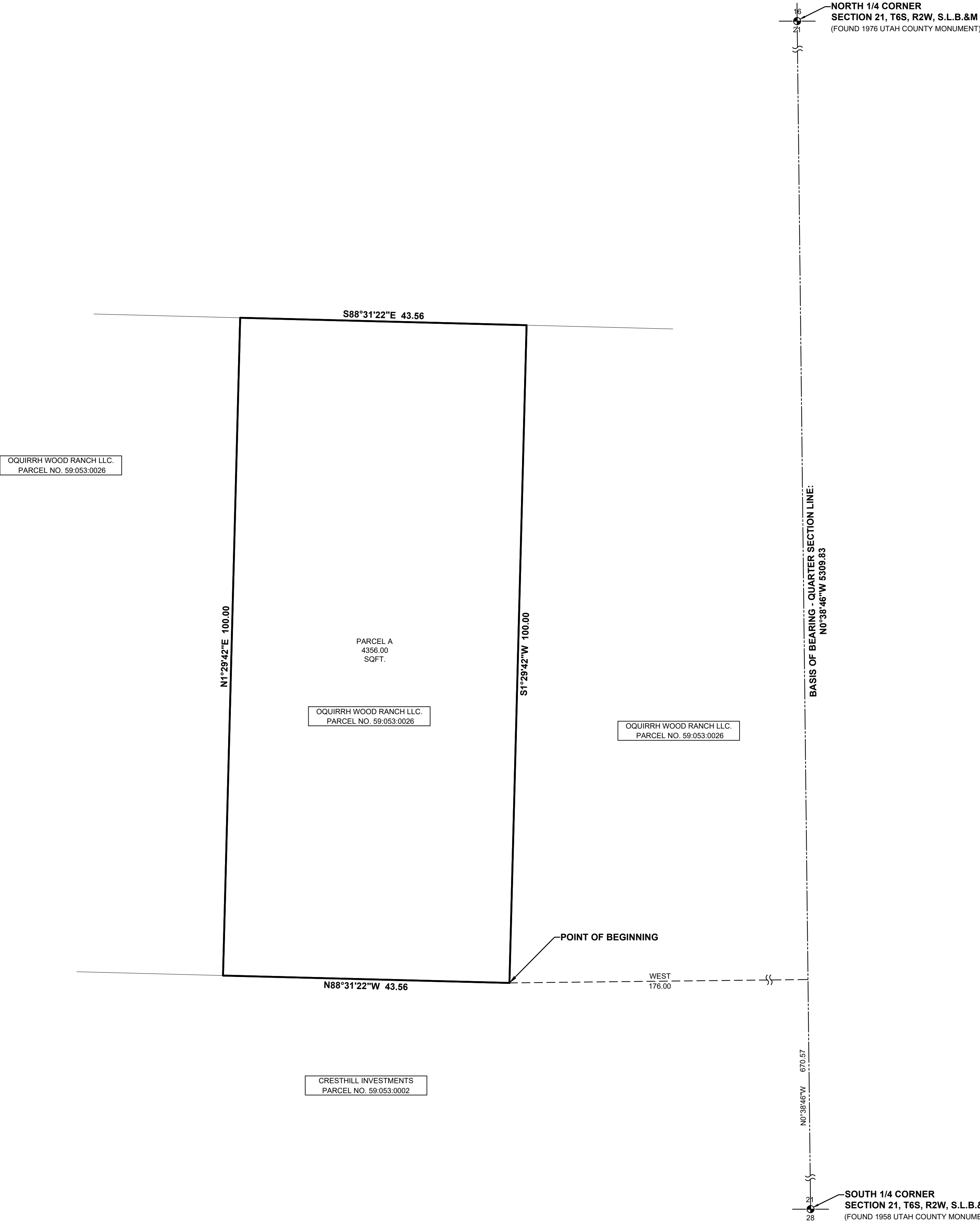
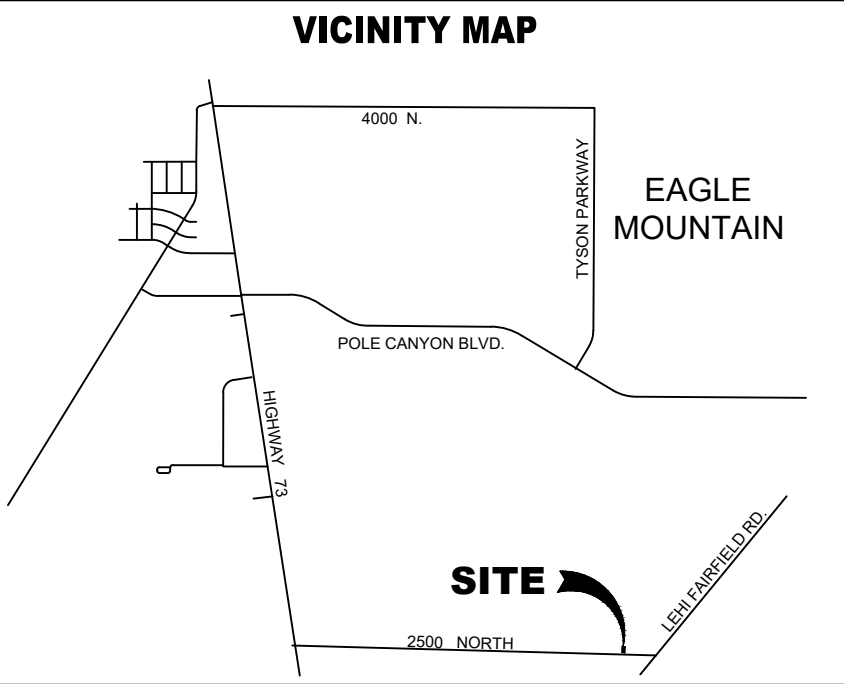
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

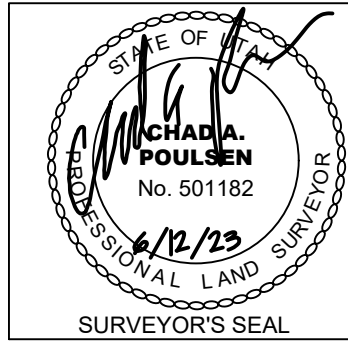
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 670.57 FEET AND WEST 176.00 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #5.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #5**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

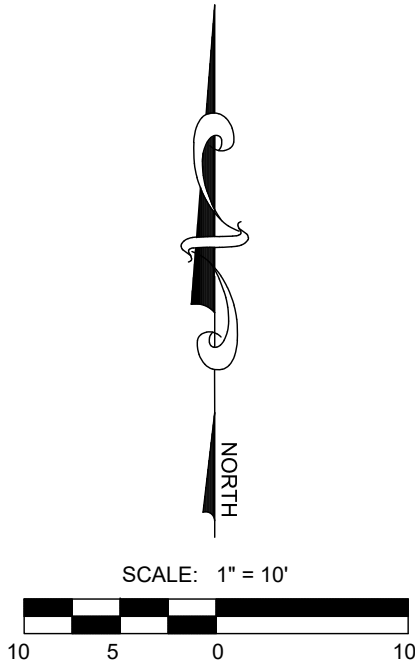
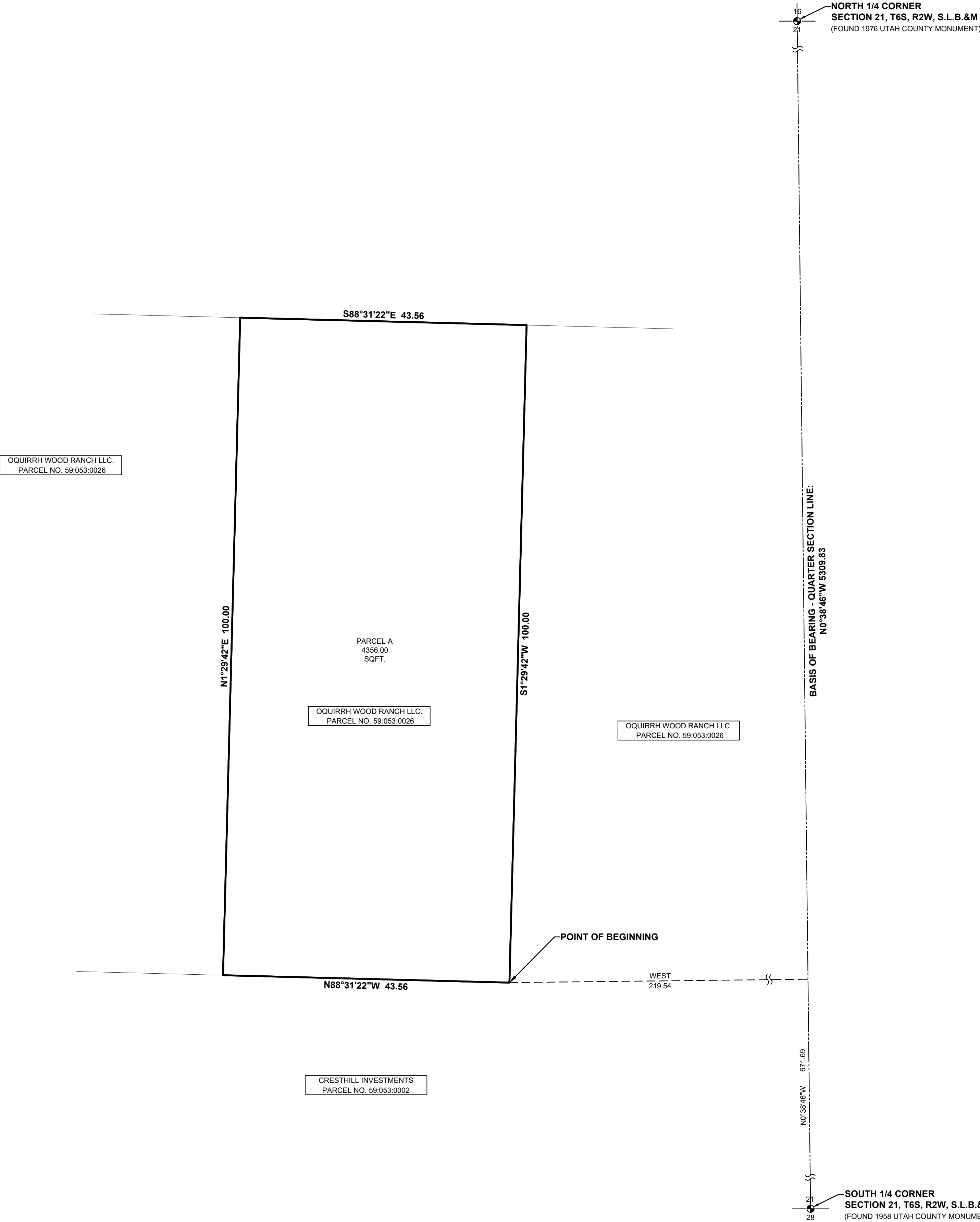
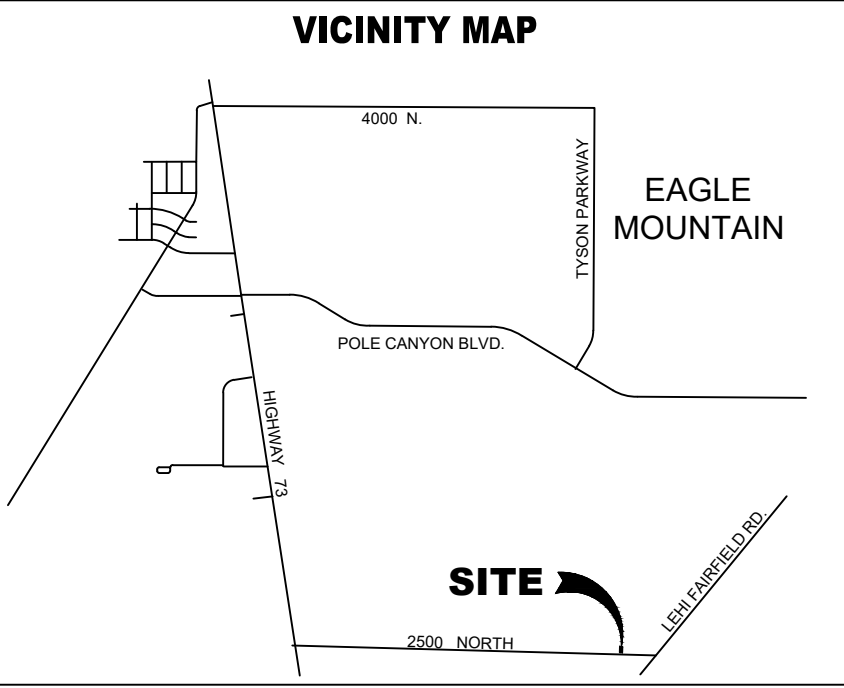
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

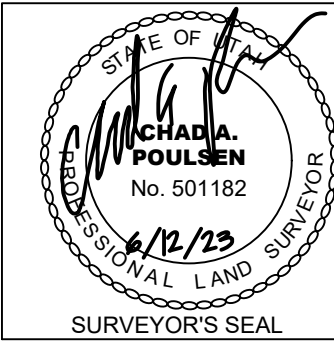
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 671.69 FEET AND WEST 219.54 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #6.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

- THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
- ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #6**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com



**VICINITY MAP**

The map shows a large rectangular area labeled "EAGLE MOUNTAIN" on the right. To the left of this area is a road labeled "POLE CANYON BLVD.". Further left is a road labeled "S. NORTHERN". At the bottom of the map is a road labeled "2500 NORTH". A curved arrow points from the text "SITE" to a specific location on the "2500 NORTH" road. To the right of the "2500 NORTH" road is a road labeled "LEWIS PARK BLVD.". A road labeled "TOLSON PARKWAY" runs vertically along the right side of the "EAGLE MOUNTAIN" area. On the far left, there is a small sketch of a building with a staircase.

I, CAHD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINS: ±0.10 ACRES  
±4,356 SQ.FT.

CHAD L. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

DATE \_\_\_\_\_



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS  
A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR SEAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #7.

RECORDED

RECORDED'S SEARCHED

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

## EAGLE MOUNTAIN CITY UTAH COUNTY UTAH

SCALE: 1" = 10 FEET

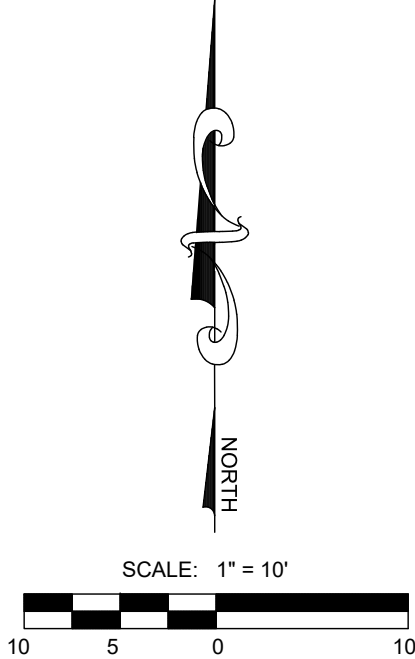
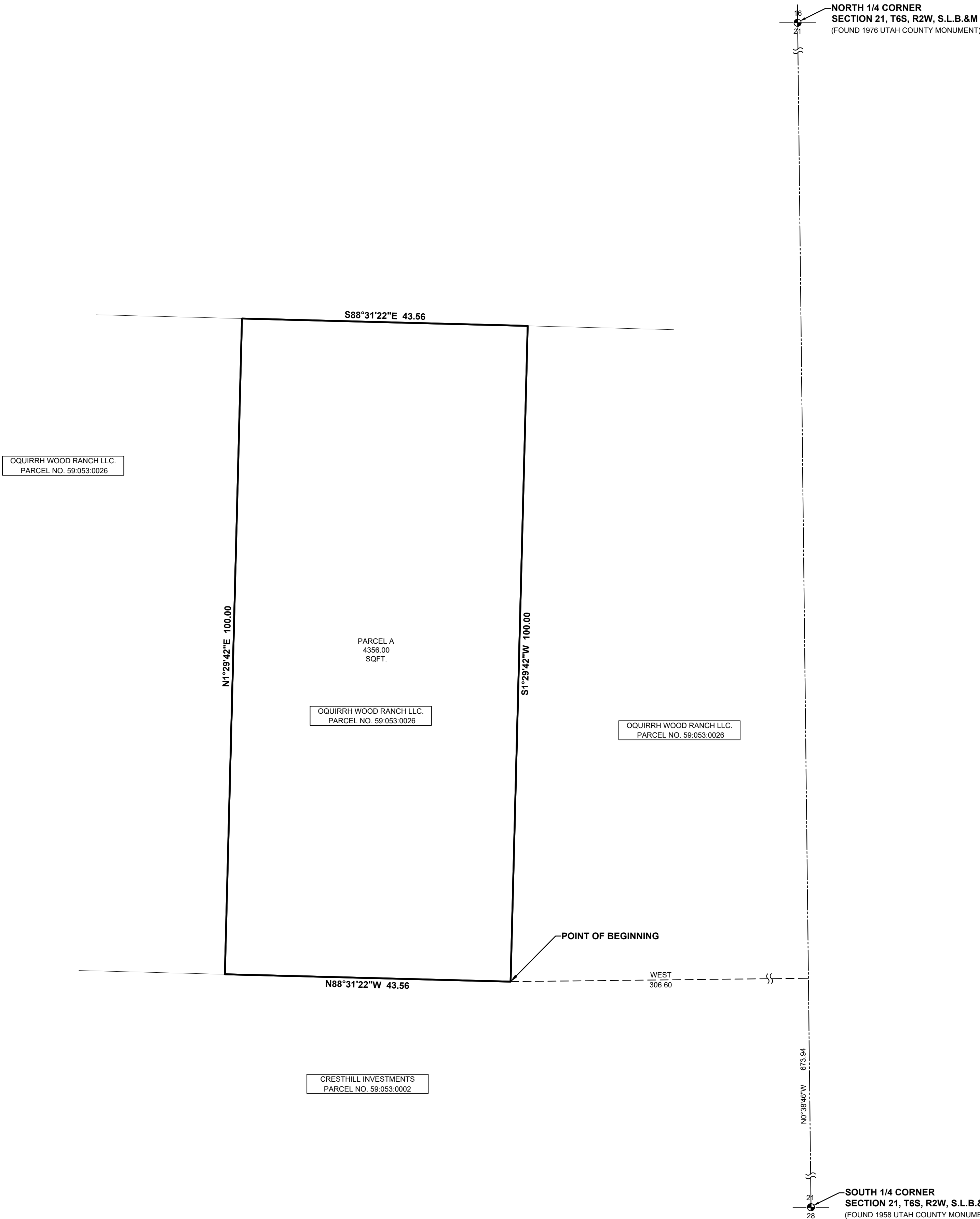
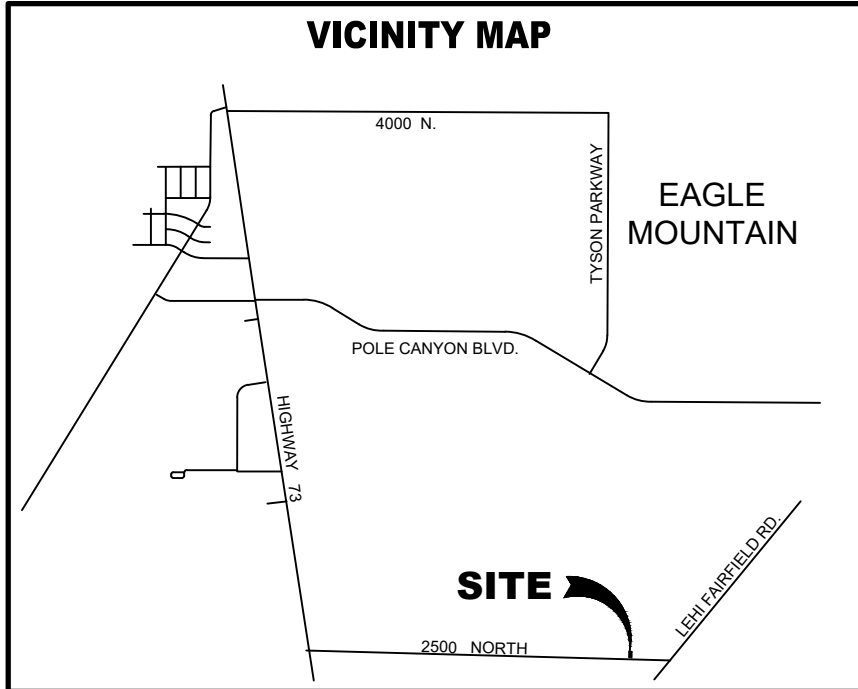
SHEET: 1 OF 1



**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com





NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

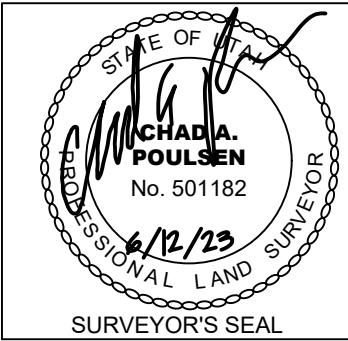
BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 673.94 FEET AND WEST 306.60 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

EAGLE MOUNTAIN CITY ACCEPTANCE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #8.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #8

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com



**VICINITY MAP**

4000' N.

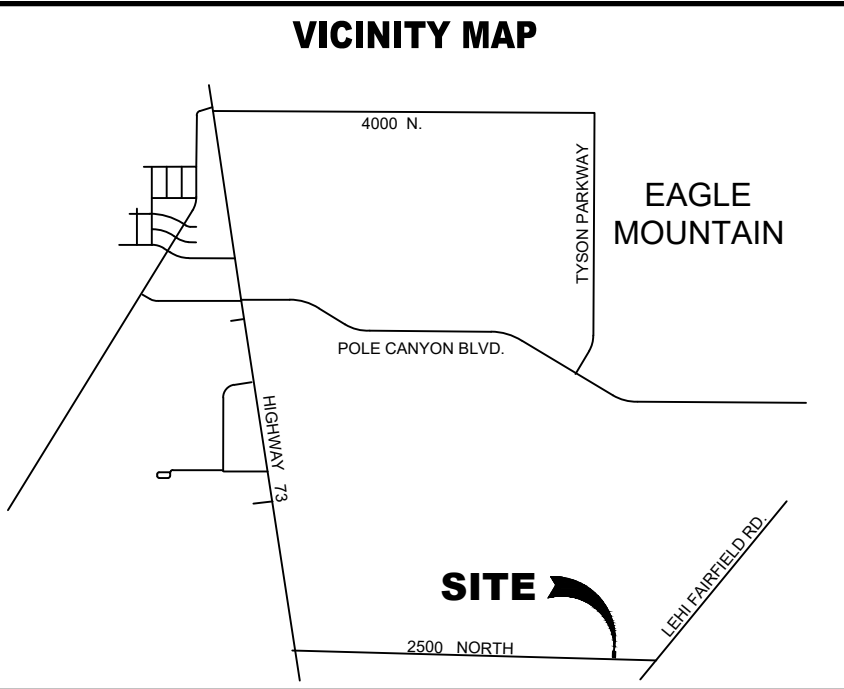
EAGLE MOUNTAIN

POLE CANYON BLVD.

2500' NORTH

**SITE**

45th STREET BLVD.



I, CAHD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 675.06 FEET AND WEST 350.13 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE N01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 0.10$  ACRE  
 $\pm 4,356$  SQ. FT.

CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

DATE \_\_\_\_\_



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR SEAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #9.

ATTEST: \_\_\_\_\_

RECORDED'S SEAL

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21 TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

# **FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #9**

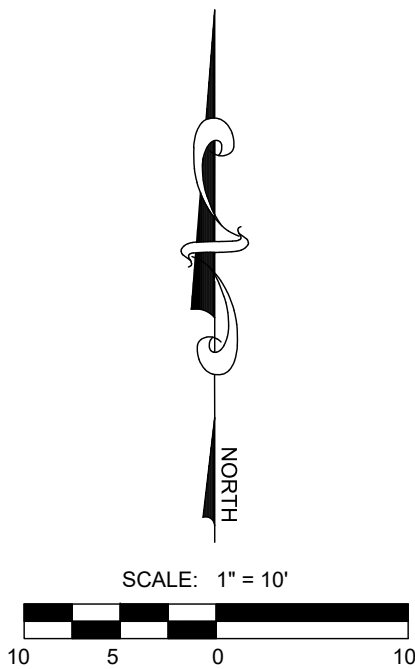
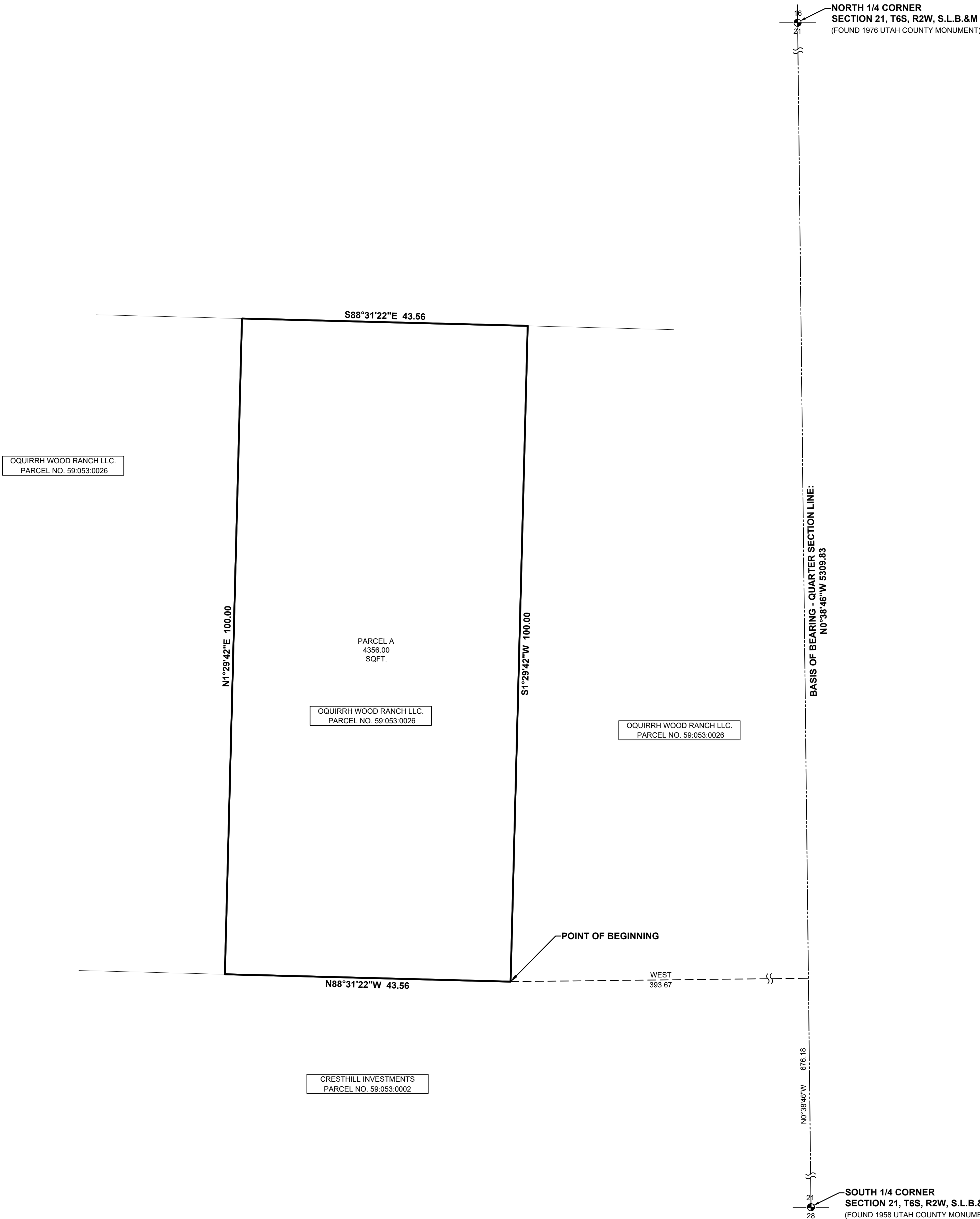
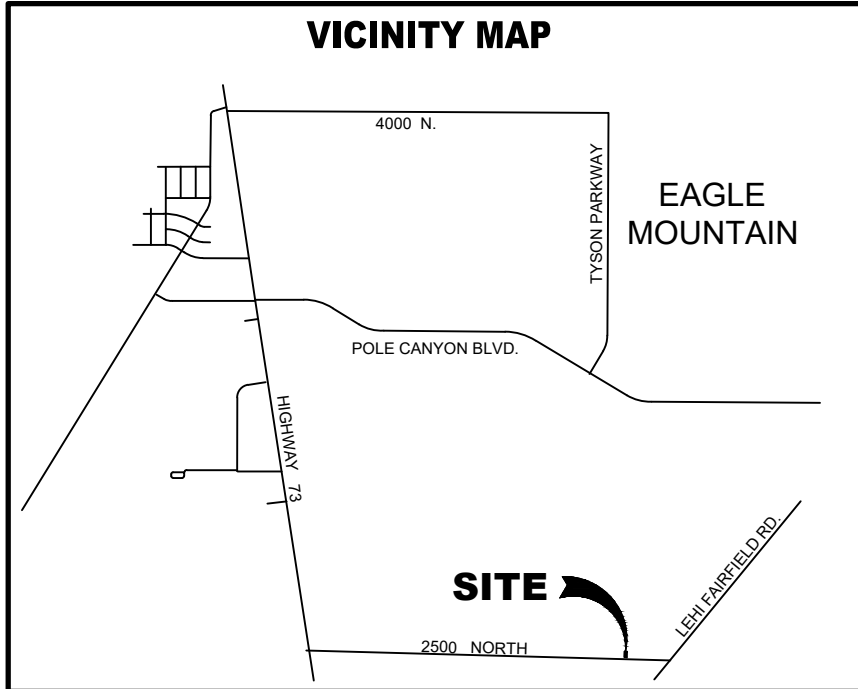
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com





- NOTES
1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
  2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

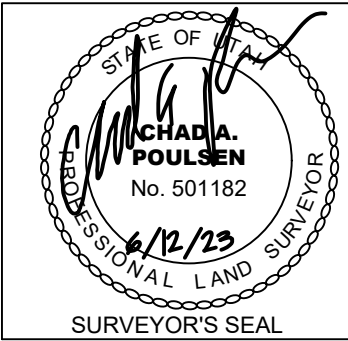
BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 676.18 FEET AND WEST 393.67 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

July 12th, 2023  
DATE



ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

EAGLE MOUNTAIN CITY ACCEPTANCE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #10.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT  
FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #10

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com



NOT FOR  
CONSTRUCTION

FIREFLY

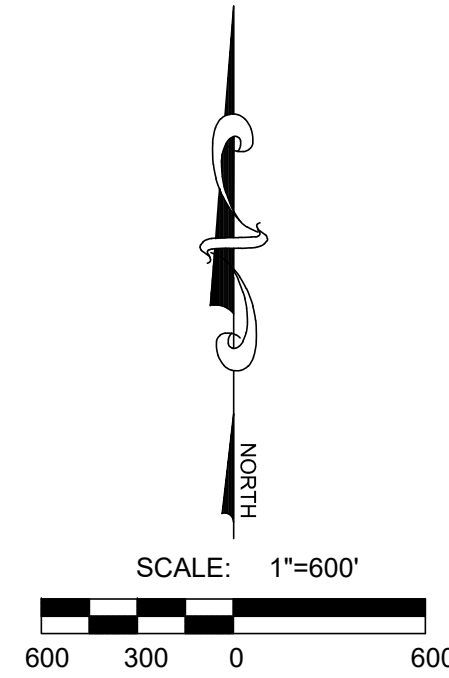
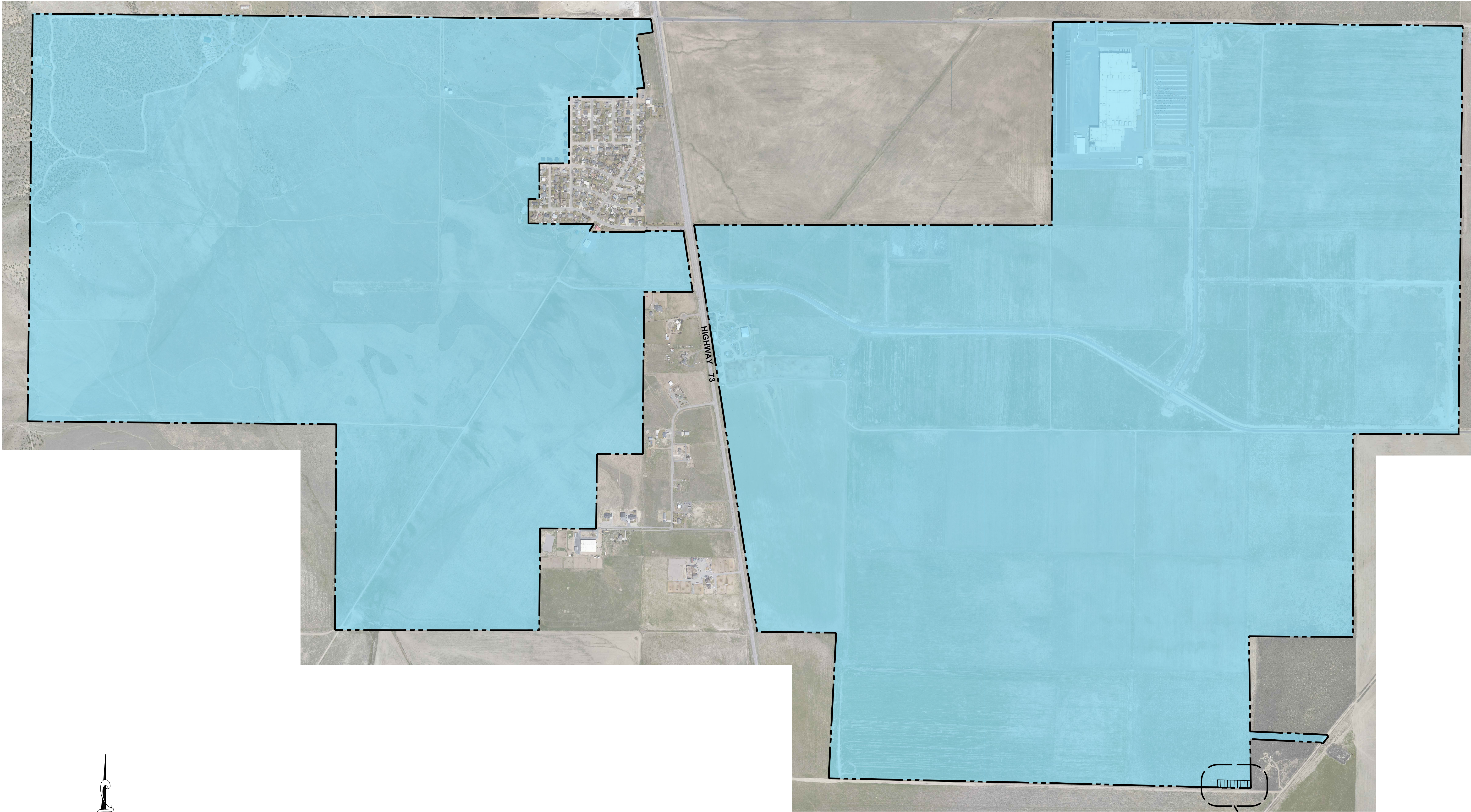
EAGLE MOUNTAIN, UTAH

PREPARED FOR:  
EXHIBIT A - INITIAL PID BOUNDARIES AND ANNEXATION AREA

| REVISIONS |   |
|-----------|---|
| 1         | - |
| 2         | - |
| 3         | - |
| 4         | - |
| 5         | - |
| 6         | - |

|                |           |
|----------------|-----------|
| LEI PROJECT #: | 2021-0080 |
| DRAWN BY:      | TJP       |
| DESIGNED BY:   | GDM       |
| SCALE:         | 1"=600'   |
| DATE:          | 5/30/2022 |

|       |
|-------|
| SHEET |
| 1     |



LEGEND

DEVELOPMENT ANNEXATION BOUNDARY

ANNEXATION AREA

INITIAL PID BOUNDARIES

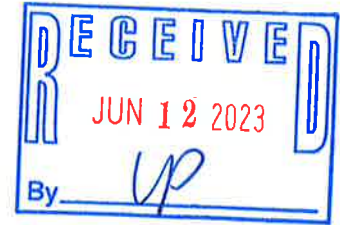
|         |         |
|---------|---------|
| PID #10 | 0.10 AC |
| PID #9  | 0.10 AC |
| PID #8  | 0.10 AC |
| PID #7  | 0.10 AC |
| PID #6  | 0.10 AC |
| PID #5  | 0.10 AC |
| PID #4  | 0.10 AC |
| PID #3  | 0.10 AC |
| PID #2  | 0.10 AC |
| PID #1  | 0.10 AC |



June 2, 2023

VIA Email and USPS

City of Eagle Mountain  
Attn: Fionnuala B. Kofoed  
1650 Stagecoach Run  
Eagle Mountain, Utah 84005  
[fkofoed@emcity.org](mailto:fkofoed@emcity.org)



**RE: PETITION REQUESTING THE CREATION OF PUBLIC INFRASTRUCTURE DISTRICTS IN EAGLE MOUNTAIN, UTAH.**

The undersigned ("Petitioner") hereby requests that the City of Eagle Mountain, Utah ("City") create ten public infrastructure districts (collectively the "Districts") pursuant to the Local District Act, Utah Code Ann. § 17B-1-102 *et seq.*, and the Public Infrastructure District Act, Utah Code Ann. § 17D-4-101 *et seq.* The Petitioner requests that the Districts be named the Firefly Public Infrastructure District No. 1 through 10, as applicable, and as shown in the exhibits attached hereto. The Petitioners request the Districts in order to assist in the financing of public infrastructure relating to the construction of the Firefly Development (the "Development"). For additional information regarding the Districts and this request, please refer to the Letter of Intent previously submitted to the City.

**I. Petitioners and Contact Sponsor**

Petitioner and  
Property Owner: Oquirrh Wood Ranch, LLC  
Attn: Nate Shipp, Manager  
14034 South 145 East, Suite 204  
Draper, Utah 84020  
(801) 495-3414

Contact Sponsor: Nate Shipp  
14034 South 145 East, Suite 204  
Draper, Utah 84020  
(801) 495-3414

The above-listed property owner ("Owner") is the owner of the property in the proposed Districts and the Owner requests that Nate Shipp be designated as the contact sponsor. A search of the property records of Utah County demonstrating that the Petitioner is the property owner of the parcel within the proposed District is attached hereto as Exhibit "A".

**II. Proposed District Boundaries**

The Petitioner requests that the boundaries for the Districts be as set forth in and described in the attached Exhibit "B" (the "Boundaries") and depicted in the attached Exhibit "C". Additionally, and in accordance with Utah Code Ann. § 17D-4-201(3)(a)(i)(B), the Petitioner requests that the City, as the creating entity, authorizes the annexation or withdrawal of all or a portion of the property described in the attached Exhibit "C" from or into one or more of the Districts at the discretion of such District upon compliance with the provisions of the Act and the governing documents.

### **III. Requested Service**

The Petitioners request the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act.

### **IV. Board of Trustees**

The Petitioners propose that the Board of Trustees (the "Board") for the Districts be initially composed of three members appointed by the Eagle Mountain City Council and comprising of property owner, its agents, or officers, as follows:

1. Nate Shipp
2. Jared Westhoff
3. Bryan Flamm

The Board shall serve terms as set forth in the Act or as otherwise dictated by the final Governing Documents for the Districts.

### **V. Property Owner Representations**

The Property Owner hereby represents and warrants each of the following:

1. Nate Shipp is authorized to sign on behalf of the Property Owner.
2. The Petitioner is the sole owners of the real property included within the Boundaries.
3. This Petition is signed by 100% of the surface property owners of real property within the Boundaries.
4. The Property Owner will not include any portion of the Annexation Area into the Districts without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such areas. The Property Owner further represents that it understands that under Utah Code Ann. § 17D-4-201(3)(a)(iii), and before any portion of the Annexation Area is incorporated into one or more of the Districts, the Board(s) must file a petition with the City that contains the signatures of 100% of the surface property owners within the area proposed to be annexed.
5. There are no registered voters within the Boundaries.
6. The proposed members of the Board are registered voters at their primary residence and limited agents of the Property Owner(s), solely with respect to the creation and governance of the Districts.

### **VI. Petitioners' Consent**

The Petitioners hereby consent to each of the following:

1. Nate Shipp serving as the Contact Sponsor for the Petitioner.

2. Nate Shipp completing the requirement of the Public Infrastructure District application with the City and negotiating the terms of the governing documents with respect to the Districts (the "Governing Documents") on behalf of the Petitioners.
3. The creation of a public infrastructure district within the Boundaries.
4. The annexation or withdrawal of any portion of the Annexation Area into or from a District requires compliance with Utah Code Ann. § 17D-4-201.
5. A waiver of the residency requirement for initial members of the Board as permitted under Utah Code Ann. § 17D-4-202(3)(a).
6. A waiver of the entirety of the protest period described in Utah Code Ann. § 17B-1-213 as permitted by Utah Code Ann. § 17D-4-201(2)(b).
7. The Districts imposing fees to pay some or all of the Districts' costs of acquiring, improving, or extending improvements, facilities, or property and or costs associated with the enforcement of a legal remedy, and acknowledge that the properties of the Petitioners will be subject to such fees.
8. The issuance of bonds by the District which shall be repayable through fees.

**VII. Future Property Owner Consent**

Notwithstanding any of the foregoing, the following actions shall require subsequent written consent of the Petitioner or Petitioners whose real property is affected by any of the following actions:

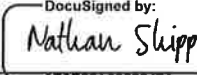
1. Any annexation or withdrawal of property owned by the Petitioner(s) into or from a District.
2. The execution of the Governing Documents (or any subsequent amendments thereto) for any District with property owned by the Petitioner(s).
3. The issuance of any bonds by a District containing property owned by the Petitioner(s).

**VIII. Counterparts**

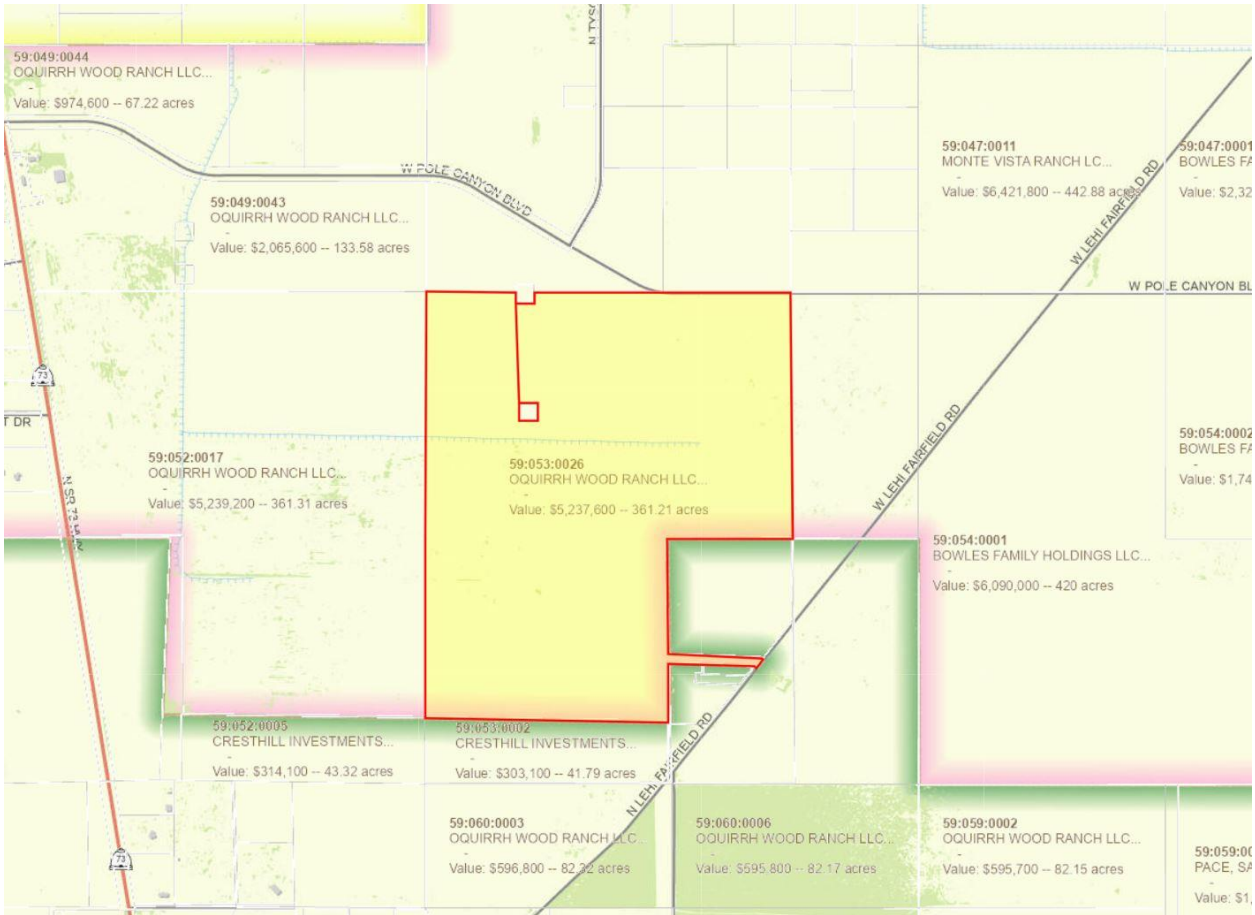
This Petition may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Property Owner (as Petitioner) has executed this Petition as of the date indicated above.

**PROPERTY OWNER**  
OQUIRRH WOOD RANCH, LLC  
A Utah limited liability company

DocuSigned by:  
  
NATE SHIPP, Manager

**EXHIBIT A**  
*Ownership of Initial PID Boundaries*





**EXHIBIT A**  
(continued)



**PROPERTY INFORMATION**

[mobile view](#)

**Serial Number:** 59.053:0026    **Serial Life:** 2009...

**Property Address:**

**Mailing Address:** 14034 S 145 E STE 204 DRAPER, UT 84020

**Acreage:** 361.214

**Last Document:** [2548-2011](#)

[Subdivision Map Filing](#)

**Legal Description:** COM AT NW COR. SEC. 21, T6S, R2W, SLB&M.; S 89 DEG 21' 43" E 968.24 FT; S 0 DEG 37' 31" W 118.69 FT; S 1 DEG 39' 34" E 1071.76 FT; S 0 DEG 37' 31" W 200 FT; S 89 DEG 22' 57" E 200 FT; N 0 DEG 37' 31" E 200 FT; N 89 DEG 22' 57" W 199.9 FT; N 1 DEG 39' 34" W 1071.76 FT; S 89 DEG 22' 57" E 199.9 FT; N 0 DEG 37' 31" E 118.62 FT; S 89 DEG 21' 43" E 1400.67 FT; S 89 DEG 39' 34" E 1383.1 FT; S 0 DEG 7' 26" E 2655.84 FT; N 89 DEG 39' 48" W 1359.66 FT; S 0 DEG 11' 44" W 1242.98 FT; S 87 DEG 12' 10" E 1019.29 FT; S 51 DEG 20' 10" E 15.82 FT; S 38 DEG 13' 0" W 121.92 FT; N 51 DEG 47' 0" W 28.07 FT; N 87 DEG 39' 0" W 934.07 FT; S 0 DEG 11' 44" W 631.14 FT; N 88 DEG 47' 0" W 2635.49 FT; N 0 DEG 24' 7" E 8.68 FT; N 0 DEG 24' 7" E 1924.71 FT; N 0 DEG 38' 49" E 2669.4 FT TO BEG. AREA 361.214 AC.

| Owner Names | Value History                          | Tax History | Location | Photos | Documents | Aerial Image |
|-------------|----------------------------------------|-------------|----------|--------|-----------|--------------|
|             |                                        |             |          |        |           |              |
| 2012...     | <a href="#">OQUIRRH WOOD RANCH LLC</a> |             |          |        |           |              |
| 2012NV      | <a href="#">OQUIRRH WOOD RANCH LLC</a> |             |          |        |           |              |
| 2010-2011   | <a href="#">OQUIRRH WOOD RANCH LLC</a> |             |          |        |           |              |
| 2009        | <a href="#">OQUIRRH WOOD RANCH LLC</a> |             |          |        |           |              |

Additional Information

[Main Menu](#)

Comments or Concerns on Value/Appraisal - [Assessor's Office](#)

Documents/Owner/Parcel information - [Recorder's Office](#)

[Address Change for Tax Notice](#)

This page was created on 6/2/2023 2:38:43 PM

**EXHIBIT B**

*Legal Descriptions for Districts 1-10*

**DISTRICT #1**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 666.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 41.69 FEET TO THE EASTERLY LINE OF SAID REAL PROPERTY; THENCE ALONG SAID REAL PROPERTY S00°38'46"E ALONG SAID REAL PROPERTY 100.07 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #2**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 667.20 FEET AND WEST 45.40 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #3**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 668.32 FEET AND WEST 88.94 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #4**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 669.45 FEET AND WEST 132.47 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET; TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #5**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 670.57 FEET AND WEST 176.00 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #6**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 671.69 FEET AND WEST 219.54 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #7**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 672.81 FEET AND WEST 263.07 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #8**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 673.94 FEET AND WEST 306.60 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #9**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 675.06 FEET AND WEST 350.13 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

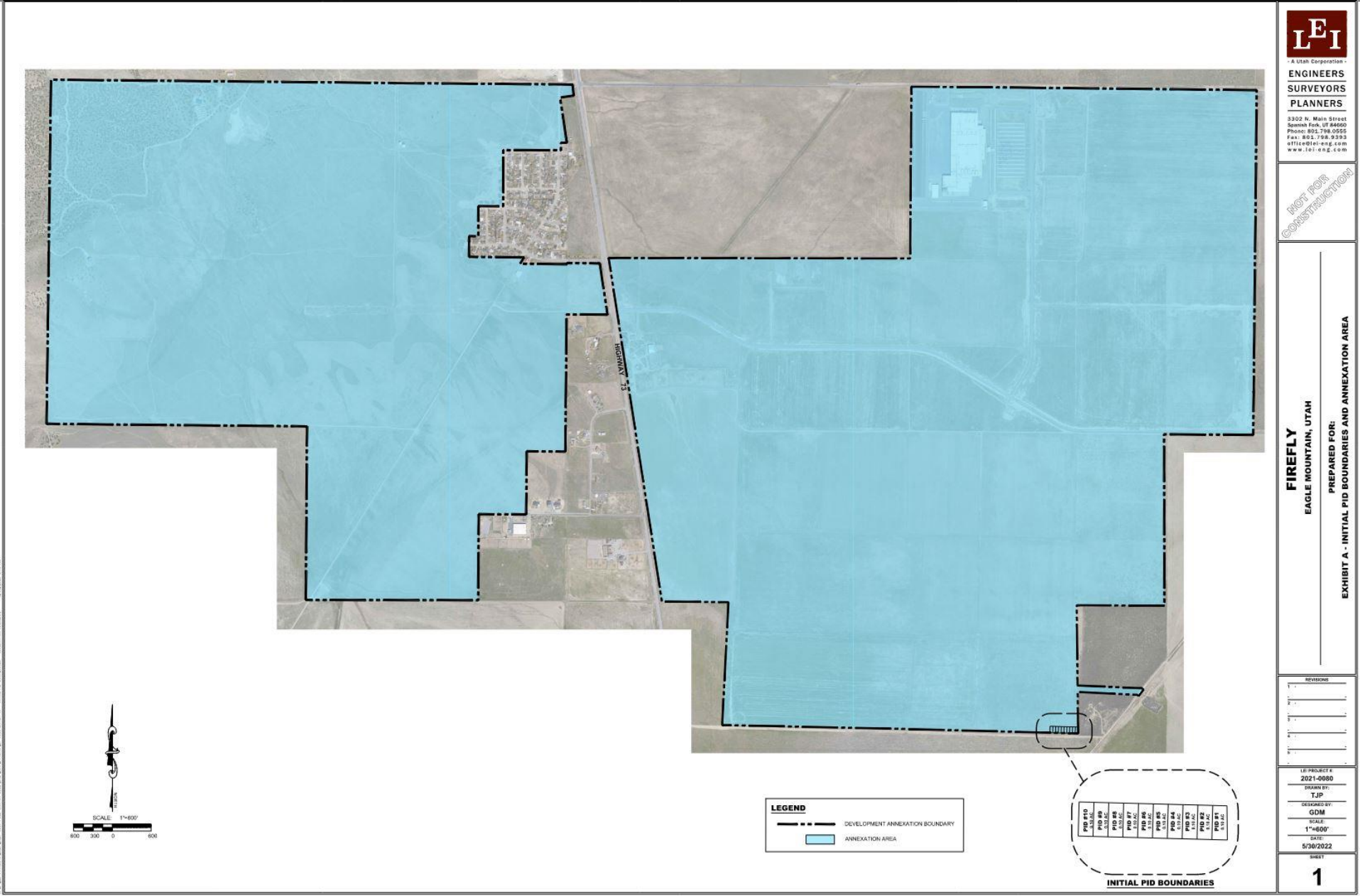
**DISTRICT #10**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 676.18 FEET AND WEST 393.67 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**EXHIBIT C**  
*Initial Boundaries and Annexation Area for Proposed Districts*







**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                 |                                                                                                                                                                                                                                                                                                   |                |                  |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting an Updated Impact Fee Enactment for a Wastewater Impact Fee; Providing for the Calculation and Collection of Such Fees; Providing for Appeal, Accounting, and Severability of the Same; and Other Related Matters. |                |                  |
| <b>ITEM TYPE:</b>               | Ordinance                                                                                                                                                                                                                                                                                         |                |                  |
| <b>FISCAL IMPACT:</b>           | N/A                                                                                                                                                                                                                                                                                               |                |                  |
| <b>APPLICANT:</b>               |                                                                                                                                                                                                                                                                                                   |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                                                                                                                                                               | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

Yes

**PREPARED BY:**

Chris Trusty, Public Works

**PRESENTED BY:**

Chris Trusty

**RECOMMENDATION:**

Staff recommends the City Council consider an Ordinance of Eagle Mountain City, Utah, adopting an Updated Impact Fee Enactment for a Wastewater Impact Fee; providing for the calculation and collection of such fees; providing for appeal, accounting, and severability of the same; and other related matters.

**BACKGROUND:**

By adopting these recommendations, the wastewater impact fee in the North Service would actually decrease by \$186.43 due to reimbursement agreements being paid off. Impact fees for the SSA/WSA would increase by \$1,203.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

ORD--Wastewater Impact Fee Enactment  
Wastewater Impact Fee Analysis  
Wastewater Impact Fee Facilities Plan

## **ORDINANCE NO. O- -2023**

### **AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING AN UPDATED IMPACT FEE ENACTMENT FOR A WASTEWATER IMPACT FEE; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, ACCOUNTING, AND SEVERABILITY OF THE SAME AND OTHER RELATED MATTERS**

The City Council ("Council") of Eagle Mountain City, Utah (the "City"), finds that it is in the public interest to adopt this updated Impact Fee Enactment to address impacts of development upon the City; impose wastewater impact fees; provide for the calculation and collection of such fees; provide for appeal, accounting, and severability of the same and other related matters.

**WHEREAS**, the City is a local political subdivision of the State of Utah and has authority pursuant to Utah Code Ann. § 11-36a-101, *et seq.* (the "Impact Fee Act") to mitigate the impact of new development on public facilities by enacting an impact fee; and

**WHEREAS**, the City has previously prepared an Impact Fee Facilities Plan; and

**WHEREAS**, the Council finds that the Impact Fee Facility Plan identifies demands placed upon existing public facilities by new development activity and proposes means by which the City will meet those demands and has generally considered all revenue sources, including impact fees, and anticipated dedication of in-system improvements to finance the impacts on system improvements; and

**WHEREAS**, in order to reflect the actual costs of projects that have been constructed by the City, the City has caused to be prepared a *Wastewater Facilities Impact Fee Analysis* (the "Impact Fee Analysis"), a copy of which is attached hereto as Exhibit A, which identifies the anticipated impacts on or consumption of existing capacity of public facilities by anticipated development activities, identifies impact on system improvements required by anticipated development activities to maintain the established level of service for each public facility, demonstrates how those anticipated impacts are reasonably related to the anticipated development activities and estimates the proportionate share of the cost for existing capacity that will be recouped and the cost of impacts on system improvements that are reasonably related to the new development activity; and

**WHEREAS**, the Council finds that the impact fees which are enacted pursuant to this Ordinance ("Impact Fee Enactment") are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received; and

**WHEREAS**, in accordance with Utah Code Ann. § 11-36a-504, the City has complied with the notice requirements to adopt this Impact Fee Enactment; and

**WHEREAS**, after careful consideration and review of the comments at the public hearings, the council has determined that it is in the best interest of the health, safety, and welfare of the inhabitants of the City to adopt this Impact Fee Enactment.

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

Section 1. Findings: Authority: Purpose. The Council finds and determines that growth and development activities in the City will create additional demand and need for wastewater facilities, and the Council finds that persons responsible for growth and development activities should pay a proportionate share of the costs of such planned facilities needed to serve the growth and development activity. The Council further finds that based on the Impact Fee Facility Plan and Impact Fee Analysis that impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received. The provisions of this Impact Fee Enactment shall be liberally construed in order to carry out the purpose and intent of the Council in establishing the impact fee program.

Section 2. Definitions. Except as provided below, words and phrases that are defined in the Impact Fee Act shall have the same meaning in this Impact Fee Enactment.

2.1 Allowable Credits. A developer may be allowed an offset or a credit against an impact fee if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that the City and the developer agree will reduce the need for a system improvement above and beyond the normal required improvements to offset the reasonable impacts of the development. A credit against an impact fee shall be granted for any dedication of real property for, improvements to, or new construction of, any system improvements provided by the developer if the facilities are system improvements, or are dedicated to the Public and offset the need for identified system improvements.

2.2 Applicant. A person or entity required to pay an impact fee under this Impact Fee Enactment.

2.3 Gross Impact Fee. The stated impact fee assessed (prior to the computation of allowable credits, exemptions, or adjustments) for system improvements based on the requirements of this Impact Fee Enactment.

2.4 Impact Fee Agent. The person or persons designated by the City Council to evaluate impact fee applications and calculate gross impact fees, allowable credits, exemptions, adjustments, and net impact fees.

2.5 Impact Fee Applicant or Impact Fee Applications. An application submitted by an applicant for development approval that is required to pay an impact fee prior to obtaining subdivision approval or other development approval from the City Council or the building official of the City prior to issuance of a building permit.

2.6 Net Impact Fee. The gross impact fee less all allowable credits, exemptions, adjustments, and credit adjustments required by this Impact Fee Enactment.

2.7 Single-Family Residential Unit or Equivalent Residential Unit or ERU. The system improvement capacity required for a dwelling unit intended for the use and occupancy of a single family with no restriction on time of use.

Section 3. Impact Fees Imposed.

3.1 Impact Fees. Based on the Council approval and adoption of the Impact Fee Facility Plan and Impact Fee Analysis, the City Council hereby adopts the Wastewater Impact Fee in the maximum amounts set forth in Tables 1.1. through 1.2. of the Impact Fee Analysis.

3.2 Impact Fees Accounting. The City will establish a separate interest- bearing ledger account for each type of public facility for which impact fees are collected. Interest earned on such account shall be allocated to that account.

(a) *Reporting.* At the end of each fiscal year, the City shall prepare a report on each fund or account showing the source and amount of all monies collected, earned, and received by the fund or account and each expenditure from the fund or account. The report shall identify impact fees by the year in which they were received, the project from which the funds were collected, the system improvements for which the funds were budgeted, and the projected schedule for expenditures. The report shall be in a format developed by the State Auditor that is certified by the City's Chief Financial Officer and shall be transmitted annually to the State Auditor.

(b) *Impact Fee Expenditures.* The City may expend impact fees collected pursuant to this Impact Fee Enactment only for systems improvements that are public facilities identified in the Impact Fee Facility Plan.

(c) *Time of Expenditure,* Impact fees collected pursuant to this Impact Fee Enactment are to be expended or encumbered for a permissible use within six (6) years of the receipt of those funds by the City. For purposes of this calculation, the first funds received shall be deemed to be the first funds expended.

(d) *Extension of Time.* The City may hold unencumbered fees for longer than six (6) years if the Council identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six (6) years; and (ii) an absolute date by which the fees will be expended.

3.3 Additional Fees and Costs. The impact fees authorized hereby are separate from and in addition to user fees and other charges lawfully imposed by the City, such as engineering and inspection fees, building permit fees, review fees, and other fees and costs that may not be included as itemized component parts of the impact fee.

3.4 Fees Effective at Time of Payment. Unless the City is otherwise bound by a contractual requirement, the impact fee shall be determined in accordance with the provisions of Section 5 below.

#### Section 4. Impact Fee Amount and Procedure.

4.1 Impact Fee Imposed. Impact fees are hereby imposed on the basis of the Impact Fee Analysis and shall be paid either as a condition of plat approval, as a condition of the issuance of a building permit, or as a condition to connecting to any current or future system improvements if a plat or building permit is not required in an amount set forth in the Impact Fee Analysis.

4.2 Application Procedure. Each Applicant for development approval shall make application in writing to the City on forms provided for the City for determination of the amount of the required impact fees payable by the Applicant. Each Applicant shall provide all information requested by the City to allow the City to verify the accuracy of the information presented by the Applicant. The Impact Fee Agent shall consider the information presented by the Applicant and determine the gross impact fee, allowable credit, exemptions, adjustments, and net impact fee.

4.3 Impact Fee Amount. The amount of the impact fees imposed hereby shall be the gross amount as set forth in the Impact Fee Analysis.

#### Section 5. Exemptions, Adjustments, and Credits.

5.1 Exemption. The Council may, on a project-by-project basis, authorize exemptions to the impact fee imposed for development activity that the Council determines to be of broad public purpose to justify the exception, development activities attributable to low-income housing, the state, a school district, or a charter school (the school district and charter school on the same basis).

5.2 Adjustments. The Council shall ensure that the impact fees are imposed fairly and may adjust impact fees at the time the fee is charged to (i) respond to unusual circumstances in specific cases, (ii) respond to a request for a prompt and individualized impact review for the development activities of the state or a school district or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected, and (iii) permits adjustments of the amount of the impact fee to be imposed on a particular development based upon studies and data submitted by the developer.

5.3 Credits. A developer, including a school district or charter school, shall receive a credit against or proportionate reimbursement of an impact fee if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that the City and the Developer agree will reduce the need for a system improvement. A credit against the impact fee shall also be given for any dedication of land for, improvements to, or new construction of, any system improvements provided by the developer if the facilities are system improvements, or are dedicated to the public and offset the need for identified system improvements.



Section 6. Service Area. Service areas are hereby established as set forth on the Impact Fee Facility Plan and Impact Fee Analysis.

Section 7. Appeal Procedures.

7.1 Application. The appeal procedure applies to challenges to the legality of impact fees, the interpretation and/or application of those fees.

7.2 Request for information Concerning the Fee. Any person or entity required to pay an impact fee pursuant to this Impact Fee Enactment may file a written request for information concerning the fee with the City. The City will provide the person or entity with the Impact Fee Analysis, Impact Fee Facility Plan, and other relevant information relating to the impact fee within two weeks after receipt of the request for information.

7.3 Appeals to City Before Payment of Impact Fees. Any affected or potentially affected person or entity who wishes to challenge an impact fee imposed pursuant to this Impact Fee Enactment prior to payment thereof may file a written request for information concerning their fee and the process under the City's appeal procedure.

7.4 Appeal to City After Payment of Impact Fees; Statute of Limitations for Failure to File. Any person or entity that has paid an impact fee pursuant to this Impact Fee Enactment and wishes to challenge the fee shall file a written request for information concerning the fee after having paid the fee and proceed under the City's appeal process. The deadline for filing an appeal shall be as follows:

(a) Within 30 days after the person making the appeal pays the impact fee, they may challenge whether the City complied with the notice requirements of the impact fee with respect to imposition of the impact and the procedure.

(b) Within 180 days after the person making the appeal pays the impact fee, they may challenge whether the city complied with other procedural requirements of the impact fee.

(c) Within one (1) year after the person making the appeal pays the impact fee, they may challenge the impact fee.

7.5 Appeal to City. Any developer, landowner, or affected party desiring to challenge the legality of any impact fee, or related fees or exaction under this Impact Fee Enactment, may appeal directly to the City by filing a written challenge with the City before the deadlines provided above.

(a) *Hearing*. An informal hearing will be held not sooner than five (5) days nor more than 25 days after the written appeal to the City is filed.

(b) *Decision*. After the conclusion of the informal hearing, the City shall affirm, reverse, or take action with respect to the challenge or appeal as the City deems

appropriate. The decision of the City will be issued within 30 days after the date the written challenge was filed. In light of the statutorily mandated time restrictions, the City shall not be required to provide more than three (3) working days' prior notice of the time, date, and location of the informal hearing, and the inconvenience of the hearing to the challenging party shall not serve as a basis of appeal of any final determination.

7.6 Denial of Due Process. If the City for any reason fails to issue a final decision on a written challenge to an impact fee, its calculation or application, within 30 days after the filing of the challenge with the City, the challenge shall be deemed to have been denied.

7.7 Judicial Review. Nothing in this Impact Fee Enactment shall be interpreted to alter the statutory deadlines before which an action to challenge an impact fee must be initiated in the district court. After having been served with a copy of the pleadings initiating a court review, the City shall submit to the court the records of the proceedings before the City, including minutes, and if available, a true and correct transcript of any proceedings.

Section 8. Severability. If any section, subsection, paragraph, clause, or phrase of this Impact Fee Enactment shall be declared invalid for any reason, such decision shall not affect the remaining provisions of this Impact Fee Enactment, which shall remain in full force and effect, and for this purpose, the provisions of this Impact Fee Enactment are declared to be severable.

Section 9. Effective Date. The Impact Fee Enactment pursuant to this Impact Fee Ordinance shall take effect 90 days after its enactment.

ADOPTED by the City Council of Eagle Mountain City, Utah, on this 20th day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_.

# EXHIBIT A

# IMPACT FEE ANALYSIS (IFA)

PURSUANT TO 11-36A, UTAH CODE

## WASTEWATER FACILITIES

MARCH 2023

EAGLE MOUNTAIN CITY, UTAH

---





# TABLE OF CONTENTS

---

|                                                               |    |
|---------------------------------------------------------------|----|
| IMPACT FEE CERTIFICATION.....                                 | 3  |
| SECTION 1: EXECUTIVE SUMMARY .....                            | 3  |
| PROPOSED WASTEWATER IMPACT FEE .....                          | 4  |
| SECTION 2: GENERAL IMPACT FEE METHODOLOGY .....               | 6  |
| SECTION 3: OVERVIEW OF SERVICE AREA AND DEMAND ANALYSIS ..... | 7  |
| SERVICE AREA.....                                             | 7  |
| DEMAND UNITS .....                                            | 7  |
| LEVEL OF SERVICE STANDARDS.....                               | 8  |
| SECTION 4: EXISTING FACILITIES INVENTORY.....                 | 9  |
| EXCESS CAPACITY .....                                         | 9  |
| SECTION 5: CAPITAL FACILITY ANALYSIS .....                    | 11 |
| SYSTEM VS. PROJECT IMPROVEMENTS .....                         | 11 |
| FUNDING OF FUTURE FACILITIES .....                            | 12 |
| EQUITY OF IMPACT FEES .....                                   | 12 |
| NECESSITY OF IMPACT FEES.....                                 | 13 |
| SECTION 6: WASTEWATER IMPACT FEE CALCULATION .....            | 14 |
| PROPOSED WASTEWATER IMPACT FEE .....                          | 14 |
| CONSIDERATION OF ALL REVENUE SOURCES .....                    | 15 |
| EXPENDITURE OF IMPACT FEES.....                               | 15 |
| PROPOSED CREDITS OWED TO DEVELOPMENT .....                    | 15 |
| GROWTH-DRIVEN EXTRAORDINARY COSTS .....                       | 15 |
| SUMMARY OF TIME PRICE DIFFERENTIAL .....                      | 15 |





## IMPACT FEE CERTIFICATION

---

### IFA CERTIFICATION

Lewis Young Robertson & Burningham, Inc. certifies that the Impact Fee Analysis prepared for wastewater services:

1. Includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
  - d. offsets costs with grants or other alternate sources of payment; and,
3. Complies in each and every relevant respect with the Impact Fees Act.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

## SECTION 1: EXECUTIVE SUMMARY

The purpose of the Wastewater Impact Fee Analysis ("IFA") is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the "Impact Fees Act", and assist the Eagle Mountain City (the "City") in financing and constructing necessary capital improvements for future growth. This document will address the future wastewater infrastructure needed to serve the service areas through the next ten years, as well as the appropriate impact fees the City may charge to new growth to maintain the existing level of service ("LOS"). The 2019 Wastewater Impact Fee Facilities Plan with 2022 Update ("IFFP"), prepared by JWO Engineering, PLLC in September 2022, as well as input from the City, provide much of the information utilized in this analysis.

- ☞ **Impact Fee Service Area:** Eagle Mountain City has three distinct service areas within its boundaries. The North Service Area (NSA) includes development whose flows are treated by Timpanogos Special Service District (TSSD) and then discharged into Utah Lake. The flows from the South Service Area (SSA) and West Service Area (WSA) are treated by the City's treatment plant, located south of the City Center. This effluent is not discharged into a body of water but is infiltrated into the ground through a Rapid Infiltration Basin (RIB). For the purposes of this analysis, a fee is calculated for the NSA and a combined SSA + WSA.
- ☞ **Demand Analysis:** The demand units utilized in this analysis are based on typical usage patterns measured in gallons per day ("gpd") and equivalent residential connections ("ERCs"). As residential and commercial growth occurs within the service areas, additional ERCs will be generated. The wastewater capital improvements identified in the IFFP are based on maintaining the current LOS as defined and measured by the City.
- ☞ **Level of Service:** LOS parameters are provided in the IFFP and summarized in SECTION 3.
- ☞ **Excess Capacity:** Based on the LOS of 220 gpd per ERC, the City's treatment facility is at 85.8 percent capacity, leaving 14.2 percent of the facility available for new development.
- ☞ **Capital Facilities Analysis:** The IFFP has identified the growth-related projects needed within the next six years. The NSA Treatment flows to and is treated by the Timpanogos Special Service District (TSSD). A total of \$1.8M has been identified as future impact fee eligible capital projects related to the NSA within the next six years. A total of \$30M has been included in the fee calculation for the SSA + WSA as growth related and eligible cost to be recovered through impact fees.
- ☞ **Financing of Existing & Future Facilities:** This analysis assumes future growth-related facilities will be funded on a pay-as-you-go basis when possible, utilizing impact fee and utility fee revenues to pay for capital facilities. The impact fees do include an interest component, as the City has plans to issue debt to fund a portion of the treatment facility expansion. The Impact Fees Act allows for the interest expense related to growth to be included in the calculation of the impact fee.

## PROPOSED WASTEWATER IMPACT FEE

The IFFP must meet the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of impact fees. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS.

### WASTEWATER IMPACT FEE CALCULATION

TABLES 1.1 and 1.2 illustrate the appropriate buy-in fee, the fee associated with projects occurring in the next ten years, and other costs related to the wastewater impact fee. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the estimated ERC demand served by the proposed projects.

TABLE 1.1: CALCULATION OF IMPACT FEE (NSA)

| NSA                               | ESTIMATED COST     | % TO GROWTH | COST TO GROWTH     | ERCs SERVED | COST PER ERC | % OF TOTAL FEE |
|-----------------------------------|--------------------|-------------|--------------------|-------------|--------------|----------------|
| Collection IFFP Cost              | \$2,250,000        | 80%         | \$1,800,000        | 2,899       | \$621        | 100%           |
| Professional Expense <sup>1</sup> | \$3,950            | 100%        | \$3,950            | 2,899       | \$1          | 0%             |
| <b>Total: NSA</b>                 | <b>\$2,253,950</b> |             | <b>\$1,803,950</b> |             | <b>\$622</b> | <b>100%</b>    |

TABLE 1.2: CALCULATION OF IMPACT FEE (SSA+WSA)

| SSA+WSA              | ESTIMATED COST | % TO GROWTH | COST TO GROWTH | ERCs SERVED | COST PER ERC | % OF TOTAL FEE |
|----------------------|----------------|-------------|----------------|-------------|--------------|----------------|
| Collection IFFP Cost | \$18,700,000   | 80%         | \$14,960,000   | 6,497       | \$2,303      | 49%            |

<sup>1</sup> This is the actual cost to update the IFFP and IFA. The City can use this portion of the impact fee to reimburse itself for the expense of updating the IFFP and IFA. The cost is divided over the number of new ERCs in the next six years.



| SSA+WSA              | ESTIMATED COST | % TO GROWTH | COST TO GROWTH | ERCs SERVED | COST PER ERC | % OF TOTAL FEE |
|----------------------|----------------|-------------|----------------|-------------|--------------|----------------|
| Treatment Buy-In     | \$1,037,433    | 100%        | \$1,037,433    | 6,497       | \$160        | 3%             |
| Treatment IFFP Cost  | \$47,606,025   | 21%         | \$10,088,919   | 6,497       | \$1,553      | 33%            |
| Reuse                | \$8,751,000    | 68%         | \$5,908,880    | 6,497       | \$909        | 19%            |
| Reuse Grant Funding  | (\$2,500,000)  | 68%         | (\$1,688,059)  | 6,497       | (\$260)      | -6%            |
| Professional Expense | \$3,950        | 100%        | \$3,950        | 6,497       | \$1          | 0%             |
| Total                | \$73,598,408   |             | \$30,311,124   |             | \$4,665      | 100%           |

In addition, the following reimbursement agreements will be applied to new development.

TABLE 1.3: EXISTING REIMBURSEMENT AGREEMENTS

| REIMBURSEMENT AGREEMENT | COST        | ERCs SERVED | FEE PER ERC |
|-------------------------|-------------|-------------|-------------|
| Brandon Park            | \$443,156   | 4,300       | \$103.06    |
| Monte Vista             | \$2,404,368 | 30,828      | \$77.99     |

#### NON-STANDARD WASTEWATER IMPACT FEES

The City reserves the right under the Impact Fees Act<sup>2</sup> to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's wastewater system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.

FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:

Number of ERCs \* Impact Fee per ERC (\$622) + Appropriate Reimbursement Agreements = NSA Impact Fee

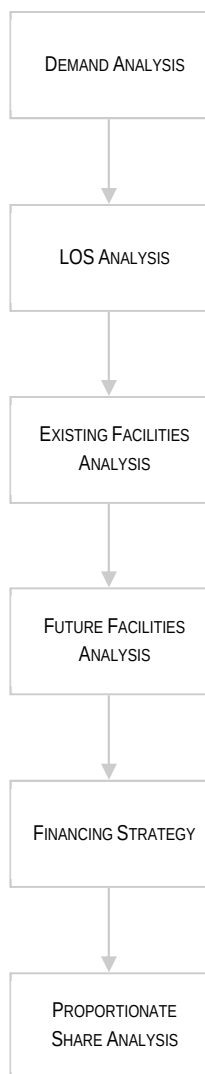
Number of ERCs \* Impact Fee per ERC (\$4,665) + Appropriate Reimbursement Agreements = SSA+WSA Impact Fee

---

<sup>2</sup> UC 11-36a-402(1)(c)

## SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFA<sup>3</sup>. The IFFP, completed by JWO Engineering, PLLC, is designed to identify the demands placed upon the City's existing facilities by future development and evaluate how these demands will be met by the City, as well as the future improvements required to maintain the existing LOS. The purpose of the IFA is to proportionately allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. The following elements are important considerations when completing an IFA.

### DEMAND ANALYSIS

The demand analysis serves as the foundation for this analysis. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will impact system facilities.

### LEVEL OF SERVICE ANALYSIS

The demand placed upon existing public facilities by existing development is known as the existing LOS. Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the LOS which is provided to a community's existing residents and ensures that future facilities maintain these standards. Any excess capacity identified within existing facilities can be apportioned to new development. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

### EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, the analysis provides an inventory of existing system facilities. The inventory of existing facilities is important to properly determine the excess capacity of existing facilities and the utilization of excess capacity by new development.

### FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities, as well as future system improvements necessary to maintain the level of service. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

### FINANCING STRATEGY

This analysis must also include a consideration of all revenue sources, including impact fees, future debt costs, alternative funding sources and the dedication of system improvements, which may be used to finance system improvements.<sup>4</sup> In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.<sup>5</sup>

### PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation of the costs borne in the past and to be borne in the future (UCA 11-36a-302).

<sup>3</sup>UC 11-36a-301,302,303,304

<sup>4</sup> UC 11-36a-302(2)

<sup>5</sup> UC 11-36a-302(3)

## SECTION 3: OVERVIEW OF SERVICE AREA AND DEMAND ANALYSIS

### SERVICE AREA

Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.<sup>6</sup> The wastewater system is separated into three distinct service areas: 1) the North Service Area (NSA), 2) South Service Area (SSA), and 3) the West Service Area (WSA). The wastewater impact fees will be assessed in the NSA and a combined SSA + WSA. The NSA is all development whose effluent is treated by the Timpanogos Special Service District (TSSD). The SSA is served by the City's treatment facility, and the WSA covers the White Hills area and has a separate small onsite treatment system.

FIGURE 3.1: WASTEWATER IMPACT FEE SERVICE AREA



### DEMAND UNITS

The demand unit utilized in this analysis is equivalent residential connections ("ERCs"). The primary impact on the system will be growth in residential and commercial ERCs through development. As development occurs within the cities, it generates increased demand on the wastewater system above the current demand. The system improvements identified in this study are designed to maintain the existing LOS for any new or redeveloped property within the City. If growth assumptions change substantially, the impact fee analysis should be updated to reflect these changes.

TABLE 3.1: ERC PROJECTIONS

| YEAR | GROWTH RATE | NSA ERCs | SSA ERCs | WSA ERCs | TOTAL ADDED ERCs |
|------|-------------|----------|----------|----------|------------------|
| 2021 | 19%         | 550      | 1,224    | 25       | 1,800            |
| 2022 | 19%         | 483      | 1,534    | 18       | 2,035            |
| 2023 | 12%         | 518      | 893      | 29       | 1,440            |
| 2024 | 10%         | 457      | 847      | 40       | 1,344            |
| 2025 | 10%         | 488      | 946      | 44       | 1,478            |
| 2026 | 8%          | 403      | 845      | 52       | 1,301            |

<sup>6</sup> UC 11-36a-402(a)





| YEAR | GROWTH RATE | NSA ERCs | SSA ERCs | WSA ERCs | TOTAL ADDED ERCs |
|------|-------------|----------|----------|----------|------------------|
| 2027 | 8%          | 421      | 927      | 56       | 1,405            |
| 2028 | 5%          | 275      | 635      | 38       | 948              |
| 2029 | 5%          | 279      | 667      | 50       | 996              |
| 2030 | 5%          | 293      | 700      | 52       | 1,045            |

Source: IFFP p. 3

## LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the LOS to current or future users of capital improvements. Therefore, it is important to identify the LOS per ERC and ensure that the new capacities of system projects financed through impact fees will not exceed the established standard. It is anticipated that the growth projected over the next ten years, and through buildout, will impact the City's existing services. Wastewater infrastructure will need to be expanded in order to maintain the existing LOS. Impact fees are a logical mechanism for funding growth-related infrastructure. The IFFP and this analysis are designed to accurately assess the true impact of a particular user upon the City's infrastructure.

Eagle Mountain City has identified the LOS and existing performance standard on page three of the IFFP. The calculated LOS per ERC for the NSA is 203 gpd and for the SSA+WSA it is 197 gpd. The proposed LOS established in the IFFP will be the recommended standard to provide a safety factor at 220 gpd/ERC.



## SECTION 4: EXISTING FACILITIES INVENTORY

The intent of the equity buy-in component is to recover the costs of the unused capacity in existing infrastructure from new development. This section addresses any excess capacity within the wastewater system.

### EXCESS CAPACITY

Based on the LOS of 220 gpd per ERC, the City's treatment facility is at 85.8 percent capacity, leaving 14.2 percent of the facility available to new development as displayed in TABLE 4.1.

TABLE 4.1: ILLUSTRATION OF EXCESS CAPACITY

|                                      | GALLONS PER DAY (GPD) | ERCs SERVED* | % OF TOTAL |
|--------------------------------------|-----------------------|--------------|------------|
| Existing Treatment Capacity          | 1,200,000             | 5,455        | 100%       |
| Current Demand                       | 1,030,000             | 4,682        | 85.8%      |
| Total Excess Capacity                | 170,000               | 773          | 14.2%      |
| Required for New Dev to Maintain LOS | 1,429,340             | 6,497        |            |
| Remaining to be Served               | 1,259,340             | 5,724        |            |

Source: Eagle Mountain City, LYRB

\*Based on 220 gallons per day

### EXISTING COLLECTION BUY-IN

The determination of a buy-in component related to collection infrastructure in each service area is based on the applicable SID projects and reimbursement agreements. The City currently has two reimbursement agreements in place, as shown below.

TABLE 4.2: OUTSTANDING REIMBURSEMENT AGREEMENTS

| REIMBURSEMENT AGREEMENT   | COST        | ERCs SERVED | FEE PER ERC |
|---------------------------|-------------|-------------|-------------|
| Brandon Park              | \$443,156   | 4,300       | \$103.06    |
| Monte Vista               | \$2,404,368 | 30,828      | \$77.99     |
| RCA65                     | \$186,566   | NA          | Paid Off    |
| Rockcress                 | \$28,620    | NA          | Paid Off    |
| Eagle Mountain Properties | \$397,880   | NA          | Paid Off    |

### EXISTING TREATMENT BUY-IN

The sewer impact fees calculated in this analysis for the NSA are for the NSA's sewer collection systems and do not include the costs of sewer treatment, as the wastewater in the NSA flows to, and is treated by, the Timpanogos Special Service District. No buy-in component is contemplated for treatment in the NSA. Thus, the impact fees calculated herein only consider a treatment buy-in component for the SSA+WSA. The buy-in component is calculated using the existing reimbursement schedule as presented in the IFFP and based on information provided by the City. The impact fees include the City and State bonding amounts, as well as the impact fee revenues.

TABLE 4.3: SSA+WSA EXISTING TREATMENT INFRASTRUCTURE

| PROJECT DESCRIPTION                | TOTAL COST   | CITY (BOND) | STAG GRANT | STATE LOAN  | IMPACT FEES | WASTEWATER FUND | REIMBURSED AMOUNT |
|------------------------------------|--------------|-------------|------------|-------------|-------------|-----------------|-------------------|
| 1.2 MGD SSA WWTF                   | \$9,364,256  | \$1,189,202 | \$500,000  | \$6,665,000 | \$942,651   | \$67,403        | \$8,864,256       |
| SSA WWTF Engineering Services*     | \$567,435    | \$529,020   | -          | -           | -           | -               | -                 |
| SSA WWTF Land Purchase*            | \$2,325,000  | \$2,325,000 | -          | -           | -           | -               | -                 |
| 1.2 MGD SSA WWTF                   | \$9,364,256  | \$1,189,202 | \$500,000  | \$6,665,000 | \$942,651   | \$67,403        | \$8,864,256       |
| Total Impact Fee Qualifying Buy In | \$12,256,691 | \$4,043,222 | \$500,000  | \$6,665,000 | \$942,651   | \$67,403        | \$8,864,256       |

\*According to the City, the costs for the land (\$2,325,000) and the engineering costs (\$529,020) are not included as a reimbursable amount due to the fact that the engineering costs were necessary to cure an existing deficiency more than for future growth and the land purchase serves the buildout demand and is being assessed through user rates.

The City utilized several resources to fund the SSA treatment plant expansion including City funds, grant monies, a State loan, impact fees, and wastewater utility revenues. The total principal amount of the bonds was \$8,864,256, with an interest cost of \$899,820. Based on the level of service per ERC of 220 gallons per day, the 1.2 MG treatment facility should serve 5,455 ERCs.



Approximately 25% of the plant expansion cured the system's existing deficiency and will not be included in the impact fees. The remaining 75% will handle sewer flows caused by new growth in the SSA and will be included in the SSA sewer impact fees. Thus, a total of \$7,323,057 is allocated as a buy-in component, as shown in TABLE 4.4.

TABLE 4.4: ESTIMATED COST TO NEW GROWTH – TREATMENT

|                              | REIMBURSABLE AMOUNT | ERCs SERVED* | IMPACT FEE RELATED | COST TO IMPACT FEE | BUY-IN FEE PER ERC |
|------------------------------|---------------------|--------------|--------------------|--------------------|--------------------|
| Treatment Facility           | \$8,864,256         | 5,455        | 75%                | \$6,648,192        | \$6,648,192        |
| Debt Related Cost (Interest) | \$899,820           | 5,455        | 75%                | \$674,865          | \$674,865          |
| Total                        | \$9,764,076         | 5,455        |                    | \$7,323,057        | \$7,323,057        |

\*The estimate of ERCs served by the existing treatment plant is based on the total processing capacity of 1.2 MGD which should serve 5,455 ERCs (based on the level of service of 220 gallons per day/ERC).

TABLE 4.5 below provides details in determining the treatment buy-in used in the impact fee calculation.

TABLE 4.5: TREATMENT BUY-IN ESTIMATED ACTUAL COST

|                                    |             |
|------------------------------------|-------------|
|                                    |             |
| Value of Existing System Treatment | \$7,323,057 |
| % to New Growth                    | 14.2%       |
| Value to New Growth                | \$1,037,433 |

## SECTION 5: CAPITAL FACILITY ANALYSIS

The estimated costs attributed to new growth were analyzed based on existing development versus future development patterns, as well as through an analysis of flow data. From this analysis, a portion of future development costs were attributed to new growth and included in this impact fee analysis as shown in TABLE 5.1. The costs of capital projects related to curing existing deficiencies cannot be funded through impact fees and were not included in the calculation of impact fees. The table below describes the specific capital improvements necessary to meet the future growth needs anticipated to occur within the City, by service area, in the next ten-year period.

TABLE 5.1: ILLUSTRATION OF CAPITAL IMPROVEMENTS RELATED TO GROWTH

| PROJECT                                 | CONSTRUCTION YEAR | AREA    | ESTIMATE     | LOS CAPACITY | TOTAL ERC CAPACITY | IFFP ELIGIBLE | COST TO IFFP |
|-----------------------------------------|-------------------|---------|--------------|--------------|--------------------|---------------|--------------|
| <b>Collection</b>                       |                   |         |              |              |                    |               |              |
| Ranches Parkway Upsize                  | 2020              | NSA     | \$1,100,000  | --           | 11,748             | 80%           | \$880,000    |
| Silver Lake Upsize                      | 2021              | NSA     | \$900,000    | --           | 11,748             | 80%           | \$720,000    |
| Lone Tree Lift Station Update           | 2022              | NSA     | \$250,000    | --           | 11,748             | 80%           | \$200,000    |
| CIPP lining                             | -                 | NSA     | \$0          | --           | 11,748             | 80%           | -            |
| Pony Express Upsize                     | 2022              | SSAWSA  | \$4,840,000  | --           | 11,748             | 80%           | \$3,872,000  |
| Pony Express Upsize                     | 2022              | SSAWSA  | \$350,000    | --           | 11,748             | 80%           | \$280,000    |
| Southwest Pony Express Extension        | 2023              | SSAWSA  | \$1,370,000  | --           | 11,748             | 80%           | \$1,096,000  |
| Southwest Pony Express Extension        | 2023              | SSAWSA  | \$2,220,000  | --           | 11,748             | 80%           | \$1,776,000  |
| Northeast Extension                     | 2024              | SSAWSA  | \$640,000    | --           | 11,748             | 80%           | \$512,000    |
| Northeast Extension                     | 2024              | SSAWSA  | \$820,000    | --           | 11,748             | 80%           | \$656,000    |
| Northeast Extension                     | 2024              | SSAWSA  | \$450,000    | --           | 11,748             | 80%           | \$360,000    |
| Eagle Mountain Boulevard                | 2022              | SSAWSA  | \$850,000    | --           | 11,748             | 80%           | \$680,000    |
| White Hills Connection                  | 2021              | SSAWSA  | \$80,000     | --           | 11,748             | 80%           | \$64,000     |
| White Hills Connection                  | 2021              | SSAWSA  | \$2,250,000  | --           | 11,748             | 80%           | \$1,800,000  |
| White Hills Connection                  | 2021              | SSAWSA  | \$4,830,000  | --           | 11,748             | 80%           | \$3,864,000  |
| NSA Total                               |                   |         | \$2,250,000  | --           |                    |               | \$1,800,000  |
| SSA + WSA Total                         |                   |         | \$18,700,000 | --           |                    |               | \$14,960,000 |
| <b>Treatment</b>                        |                   |         |              |              |                    |               |              |
| 1.2 MGD Plant Expansion (2.4 MGD Total) | 2022              | SSAWSA  | \$7,403,675  | 1,200,000    | 5,455              | 100%          | \$7,403,675  |
| WWTP 2.4 MGD Upgrade (4.8 MGD total)    | 2026              | SSAWSA  | \$35,000,000 | 2,400,000    | 10,909             | 2%*           | \$865,375    |
| Headworks Expansion                     | 2026              | SSAWSA  | \$5,202,350  | 3,600,000    | 16,364             | 35%           | \$1,819,869  |
| Total Treatment                         |                   |         | \$47,606,025 | 7,200,000    | 32,727             |               | \$10,088,919 |
| <b>Reuse</b>                            |                   |         |              |              |                    |               |              |
| Reuse Project                           | 2023-2026         | SSA+WSA | \$8,751,000  |              | 9,622              | 68%           | \$5,908,880  |
| Total                                   |                   |         | \$8,751,000  |              | 9,622              | 68%           | \$5,908,880  |

\*This calculation reflects the remaining IFFP demand to be served after using any existing capacity from the current treatment facility and the 1.2 MGD capacity of the 2022 expansion. Based on these two variables, there is approximately 270 ERUs remaining to be served, or 2% of the proposed 2.4MGD expansion. The remaining portion of the 2.4 MGD expansion project will be applied to growth beyond the 10-year planning horizon.

The IFFP details the projects shown above and considered in the calculation of the impact fees. The engineers used capital project and engineering data, planning analysis and other information to determine the future needs of the service area, as well as the ability of the existing system to serve future development. All future capital project data, including project descriptions and estimated project costs, is included in the IFFP. The accuracy and correctness of this analysis is contingent upon the accuracy of the data and assumptions included therein. Any deviations or changes in the assumptions due to changes in the economy or other relevant information used by the City for this study may cause this plan to be inaccurate and require modifications.

## SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities that are intended to provide services to service areas within the community at large.<sup>7</sup> Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience

<sup>7</sup> UC 11-36a-102(20)

of the occupants or users of that development.<sup>8</sup> This analysis only includes the costs of system improvements related to new growth within the proportionate share analysis.

## FUNDING OF FUTURE FACILITIES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication (donation) of system improvements, which may be used to finance system improvements.<sup>9</sup> In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.<sup>10</sup>

In considering the funding of future facilities, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements. Impact fees are an appropriate funding and repayment mechanism of the growth-related improvements. Where applicable, impact fees will offset the cost of future facilities. However, impact fees cannot be used to fund non-qualified expenses (i.e. the costs to cure existing deficiencies, to raise the LOS, to recoup more than the actual cost of system improvements, or to fund overhead cannot be included in the calculation of impact fees). Other revenues such as utility rate revenues, property taxes, grants, or loans can be used to fund these types of expenditures, as described below.

### UTILITY RATE REVENUES

Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, as well as all non-growth related debt service and capital project needs.

### PROPERTY TAX REVENUES

Property tax revenues are not specifically identified in this analysis as a funding source for growth-related capital projects, but inter-fund loans may be made from the general fund which will ultimately include some property tax revenues. Interfund loans will be repaid once sufficient impact fee revenues have been collected. The City follows Utah Code 10-6-132 which requires interest to be accrued on interfund loans.

### GRANTS AND DONATIONS

Grants and donations are not currently contemplated in this IFFP. However, the impact fees will be adjusted if grants become available to reflect the grant monies received. A donor will be entitled to a reimbursement for the value of system improvements funded through impact fees if donations are made by new development.

### IMPACT FEE REVENUES

Impact fees are a logical mechanism for funding growth-related infrastructure. Impact fees are charged to ensure that new growth pays its proportionate share of the costs for the development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing level of service. Increases to an existing level of service cannot be funded with impact fee revenues. Impact fee revenues are generally considered non-operating revenues and help offset future capital costs.

### DEBT FINANCING

In the event the City has not accumulated sufficient impact fees to pay for the construction of time sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of issuing debt.

The City has issued bonds to fund a portion of the expansion to wastewater infrastructure. A portion of interest expense is included in this analysis in Table 4.3.

## EQUITY OF IMPACT FEES

Impact fees are intended to recover the costs of capital infrastructure that relate to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-

<sup>8</sup> UC 11-36a102(13)

<sup>9</sup> UC 11-36a-302(2)

<sup>10</sup> UC 11-36a-302(3)



related expenses. In those years, other revenues such as general fund revenues or user rate revenues may be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through impact fees.

### NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of new capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.



## SECTION 6: WASTEWATER IMPACT FEE CALCULATION

The calculation of impact fees relies upon the information contained in this analysis. Impact fees are calculated based on many variables centered on proportionality and LOS. As a result of new growth, the wastewater systems in each service area are in need of expansion to perpetuate the LOS that the City has historically maintained. The 2019 Wastewater Impact Fee Facilities Plan with 2022 Update, outlines the recommended capital projects that will maintain the established LOS.

### PROPOSED WASTEWATER IMPACT FEE

The IFFP must properly complete the legislative requirements found in the Impact Fee Act if it is to serve as a working document in the calculation of appropriate impact fees. The calculation of impact fees relies upon the information contained in this analysis. Impact fees are then calculated based on many variables centered on proportionality share and LOS. The following paragraph describes the methodology used for calculating impact fees in this analysis.

#### PLAN BASED (FEE BASED ON DEFINED CAPITAL IMPROVEMENT PLAN)

Impact fees can be calculated using a specific set of costs specified for future development. The improvements are identified in the IFFP as growth related projects. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing LOS and determine any excess capacity in existing facilities that could serve new growth.

#### WASTEWATER IMPACT FEE CALCULATION

The wastewater impact fees proposed in this analysis will be assessed based on the service areas defined in this analysis. TABLE 6.1 AND 6.2 below illustrates the appropriate buy-in component, the fee associated with projects occurring in the next ten years, future debt expense associated with funding the future projects, and other applicable costs related to both the collection and treatment systems.

TABLE 6.1: CALCULATION OF IMPACT FEE (NSA)

| NSA                                | ESTIMATED COST | % TO GROWTH | COST TO GROWTH | ERCs SERVED | COST PER ERC | % OF TOTAL FEE |
|------------------------------------|----------------|-------------|----------------|-------------|--------------|----------------|
| Collection IFFP Cost               | \$2,250,000    | 80%         | \$1,800,000    | 2,899       | \$621        | 100%           |
| Professional Expense <sup>11</sup> | \$3,950        | 100%        | \$3,950        | 2,899       | \$1          | 0%             |
| Total: NSA                         | \$2,253,950    |             | \$1,803,950    |             | \$622        | 100%           |

TABLE 6.2: CALCULATION OF IMPACT FEE (SSA+WSA)

| SSA+WSA              | ESTIMATED COST | % TO GROWTH | COST TO GROWTH | ERCs SERVED | COST PER ERC | % OF TOTAL FEE |
|----------------------|----------------|-------------|----------------|-------------|--------------|----------------|
| Collection IFFP Cost | \$18,700,000   | 80%         | \$14,960,000   | 6,497       | \$2,303      | 49%            |
| Treatment Buy-In     | \$1,037,433    | 100%        | \$1,037,433    | 6,497       | \$160        | 3%             |
| Treatment IFFP Cost  | \$47,606,025   | 21%         | \$10,088,919   | 6,497       | \$1,553      | 33%            |
| Reuse                | \$8,751,000    | 68%         | \$5,908,880    | 6,497       | \$909        | 19%            |
| Reuse Grant Funding  | (\$2,500,000)  | 68%         | (\$1,688,059)  | 6,497       | (\$260)      | -6%            |
| Professional Expense | \$3,950        | 100%        | \$3,950        | 6,497       | \$1          | 0%             |
| Total                | \$73,598,408   |             | \$30,311,124   |             | \$4,665      | 100%           |

In addition, the following reimbursement agreements will be applied to new development.

TABLE 6.3: EXISTING REIMBURSEMENT AGREEMENTS

| REIMBURSEMENT AGREEMENT | COST        | ERCs SERVED | FEE PER ERC |
|-------------------------|-------------|-------------|-------------|
| Brandon Park            | \$443,156   | 4,300       | \$103.06    |
| Monte Vista             | \$2,404,368 | 30,828      | \$77.99     |

<sup>11</sup> This is the actual cost to update the IFFP and IFA. The City can use this portion of the impact fee to reimburse itself for the expense of updating the IFFP and IFA. The cost is divided over the number of new ERCs in the next six years.





#### NON-STANDARD WASTEWATER IMPACT FEES

The City reserves the right under the Impact Fees Act<sup>12</sup> to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's wastewater system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.

#### FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:

Number of ERCs \* Impact Fee per ERC (\$622) + Appropriate Reimbursement Agreements = NSA Impact Fee

Number of ERCs \* Impact Fee per ERC (\$4,665) + Appropriate Reimbursement Agreements = SSA+WSA Impact Fee

## CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure. See SECTION 5 for further discussion regarding the consideration of revenue sources.

## EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next five to six years should be spent only on those projects outlined in the IFFP as growth related costs.

## PROPOSED CREDITS OWED TO DEVELOPMENT

Credits may be applied to developers who have constructed and donated system facilities to the City that are included in the IFFP in-lieu of impact fees. Credits for system improvements may be available to developers up to, but not exceeding, the amount commensurate with the LOS identified within this IFA. Credits will not be given for the amount by which system improvements exceed the LOS identified within this IFA. This situation does not apply to developer exactions or improvements required to offset density or as a condition of development. Any project that a developer funds must be included in the IFFP if a credit is to be issued.

In the situation that a developer chooses to construct system facilities found in the IFFP in-lieu of impact fees, the decision must be made through negotiation with the developer and the City on a case-by-case basis.

## GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

## SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. A two percent annual construction inflation adjustment is applied to projects completed after 2022 (the base year cost estimate).

---

<sup>12</sup> UC 11-36a-402(1)(c)

# EAGLE MOUNTAIN CITY



## WASTEWATER IMPACT FEE FACILITIES PLAN 2019 REPORT WITH 2022 UPDATE

Prepared by:



1307 N Locust Lane

Provo, UT 84604

Contact: Jared Oldroyd, P.E.

801-828-7805

July 2022



## **INTRODUCTION**

JWO Engineering was tasked to update the Eagle Mountain City Wastewater Impact Fee Facilities Plan (IFFP) for 2022. This plan evaluates and updates the wastewater system projects necessary to accommodate the growing number of system users. Cost estimates from the 2015 IFFP and 2019 update were also evaluated and updated based on projects completed and changes in anticipated development. This plan presents system features that are anticipated to be added, upgraded or replaced as a result of development from 2022 to 2027. Projects beyond that scope of time are not included in the cost estimates as they do not factor into the impact fees to be assessed. Cost estimates were made for projects in 2022 dollars.

## **BACKGROUND**

Sewer flows in Eagle Mountain are treated primarily by two treatment plants. Flows in the South Service Area (SSA) are treated by the city's treatment plant south of the city center. The city's facility does not discharge to a water body, but effluent is disposed in a Rapid Infiltration Basin (RIB) where it infiltrates into the ground. Flows in the North Service Area (NSA) are treated by Timpanogos Special Service District (TSSD). Treated water from TSSD is discharged to Utah Lake. The West Service Area (WSA) covers the White Hills area. A trunk line was recently constructed to connect the WSA to the city's treatment plant. A few areas in the city have onsite septic systems and may eventually need to be considered for city sewer service.

## **PROJECTED SYSTEM GROWTH**

The Impact Fee Facilities Plan was based on development that will occur in the city according to Land Use plans and development information from Eagle Mountain City. A copy of the city's master plan for land use can be found on the city's website. Residential development is currently occurring throughout both the North Service Area and the South Service Area. Most of the city's undeveloped land is in the SSA and WSA. Completion of ongoing and upcoming projects will substantially increase the amount of development in these areas. The Facebook project in the South Service Area is bringing job opportunities closer to the city center. This is causing additional residential growth in the city center. The completion of the trunk line connecting the White Hills subdivision to the treatment plant may accelerate development in the West Service Area. Between 60-70% of all new sewer development is estimated to be in the SSA and WSA based on current building permits and land available.

## **EQUIVALENT RESIDENTIAL CONNECTION**

The level of service identified in the model is related to the Equivalent Residential Connection (ERC), which represents the design flowrate from one residential connection. The ERC for the North Service Area was calculated using Eagle Mountain's contribution to the flow at TSSD and the total number of units serviced in the city by TSSD. The ERC for the South Service Area was calculated using the flow rate provided by the wastewater treatment facility and the total number of units serviced by the treatment facility. The calculated ERC for the NSA is about 203 gallons per residential unit per day. The calculated ERC for the SSA is about 197 gallons per residential unit per day. The previous IFFP in 2015 calculated an ERC of 244 gallons per residential unit per day. The trend toward lower usage per capita is a common trend seen all over Utah in the previous decades. To provide a factor of safety, JWO Engineering, PLLC recommends using an ERC for planning purposes of 220 gallons per day.

## **DEMOGRAPHICS**

The existing population of Eagle Mountain is approximately 50,000 people. This population is the result of rapid growth over the last two decades. Eagle Mountain's population in 2000 according to the United States Census was just 2,976 people. The population increased to 21,415 people by the 2010 Census and 43,623 by the 2020 Census. JWO Engineering estimated the average household size in Eagle Mountain to be about 4.07 persons, one of the highest in the county. These demographic factors influence the quantity of flows coming from each residential unit.

The Utah Governor's Office of Management and Budget developed 2012 baseline projections for each of the cities and towns in Utah. Rapid development in Eagle Mountain has caused the city's population to exceed these growth projections. To estimate future growth and development, JWO Engineering used the number of residential building permits to gauge the city's population growth rate. The projected annual population growth rate for the study period is 10-16%. Using these projections, an estimate of Eagle Mountain's population was developed for the end of year 2027. From the city's master plan, the projected build out population of the city is approximately 190,000. These population projections provided a starting point for modeling flows through the city's sewer systems at different stages of development. Table 1 shows the added ERC by service area this growth will indicate.

**Table 1. Projected Additional ERC by Year by Service Area**

| <b>Year</b> | <b>Growth Rate</b> | <b>Added ERC</b> | <b>NSA ERC</b> | <b>SSA ERC</b> | <b>WSA ERC</b> |
|-------------|--------------------|------------------|----------------|----------------|----------------|
| 2021        | 19%                | 1800             | 550            | 1224           | 25             |
| 2022        | 19%                | 2035             | 483            | 1534           | 18             |
| 2023        | 12%                | 1440             | 518            | 893            | 29             |
| 2024        | 10%                | 1344             | 457            | 847            | 40             |
| 2025        | 10%                | 1478             | 488            | 946            | 44             |
| 2026        | 8%                 | 1301             | 403            | 845            | 52             |
| 2027        | 8%                 | 1405             | 421            | 927            | 56             |
| 2028        | 5%                 | 948              | 275            | 635            | 38             |
| 2029        | 5%                 | 996              | 279            | 667            | 50             |
| 2030        | 5%                 | 1045             | 293            | 700            | 52             |

## **SERVICE LEVELS**

Service levels indicate how effectively a piece of infrastructure meets the city's expectations and potential need for improvement. The amount of flow that a sewer pipe can convey is a combination of its size and slope. If the pipe becomes too full, a backup in the system can occur. The level of service for pipes in the city is broken into four levels that help determine the need for pipe size upgrades. For Eagle Mountain the service levels have been defined as follows:

- Level of service A – Means the pipe can carry the peak flow and be  $\frac{1}{2}$  (50%) full or less.
- Level of service B – Means the pipe can carry the peak flow and be  $\frac{2}{3}$  (67%) full or less.
- Level of service C – Means the pipe can carry the peak flow and be at peak capacity (95%) full or less.
- Level of service D – Means that the pipe is above peak capacity for gravity flow (surcharge condition).

Pipes at system build-out should be designed for level of service condition A. Pipes identified in the modeling to be at level of service conditions C or D are scheduled to be evaluated in the field to verify the model data set and develop pre-design data so that improvements can be planned to bring the level of service to condition A.

## **EXISTING WASTEWATER FINANCIAL OBLIGATIONS**

### **BONDS**

The following bonds include funds for constructed wastewater infrastructure that has a percentage of capacity still available to new growth. It is assumed that this available capacity will be used up in the next 5 years.

| Year  | amount      | purpose                                 | percent available for growth                                                                      |
|-------|-------------|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| 2008  | \$6,665,000 | WWTP expansion                          | 5% (this capacity is mostly used up as evidenced by the recent expansion required to meet growth) |
| 2014  | \$9,685,000 | Water and Sewer refunding               | 57% of bond for sewer (60% of capacity available)                                                 |
| 2018A | \$3,389,440 | Sewer refunding                         | 100% impact fee eligible                                                                          |
| 2018B | \$1,422,210 | Sewer refunding not impact fee eligible |                                                                                                   |

### **REIMBURSEMENT AGREEMENTS**

The City has several reimbursement agreements with developers related to wastewater infrastructure. The applicable agreements that we are aware of are:

- 1) Brandon Park Development reimbursement agreement (2019). This agreement included construction of wastewater trunklines. The agreement stipulates that \$103.06 will be reimbursed to the developer per equivalent residential service connection in the south service area. This amount should be added to the impact fees for all new south service area connections during the next 5 years.
- 2) Monte Vista Ranch reimbursement agreement (2020). This agreement included \$2.6 million in wastewater infrastructure primarily a portion of the West Service Area trunkline. This amount is included in the Table 4 costs as 100 percent of this capacity is still available.



- 3) RCA65 Development. (2016). This agreement stipulates that the Wastewater Impact Fees for all lots in the development be reimbursed to the owner up to the \$186,566 agreement amount.
- 4) Rockcress Development (2015). This agreement stipulates that the wastewater impact fees for all lots in the development be reimbursed to the owner up to the \$28,620 agreement amount.
- 5) Eagle Mountain Property Transfer Agreement (2000). This agreement stipulates reimbursement of \$113.69 for wastewater per residential connection to Eagle Mountain Properties L.C. excluding connections on properties that developers have purchased from that entity. To date \$232,672.42 has been reimbursed of the \$397,880 amount for wastewater leaving a reimbursement amount of \$165,207.58 or approximately 1453 more connections.

## **NORTH SERVICE AREA**

Flow data was acquired from Timpanogos Special Service District for all of 2018. TSSD keeps daily records of total flow into the treatment plant and this data was used to create an average daily flow for 2018. The average daily flow from Eagle Mountain's North Service Area to TSSD was 1.01 MGD. Units on septic systems were not included in this number. A figure of the main lines in the North Service Area can be found in Figure A-1 in the Appendix.

## **NSA MODELING**

Flows to TSSD from the NSA were modeled for the current condition at peak flows, projected peak flows in 2025, and peak buildout flows on recommended 2025 system improvements. Since no hourly data was available for the North Service Area, modeling peak flow conditions required comparison to conditions in the South Service Area. The peak flow rate and the average flow rate in the SSA were compared. The ratio between the two flows rates in the SSA served as a starting point for estimating the peak flow rate in the NSA. The peak flow rate used in modeling current peak conditions was 1450 gallons per minute. This peak flow rate was divided by the number of residential units in the NSA. The amount of the peak flow per residential unit in the NSA was 0.28 gallons per minute. Portions of the peak flow were assigned to manholes along the trunk lines equal to the estimated number of residential units upstream multiplied by the per unit peak flow.

## NSA MODEL RESULTS

The level of service for lines in the NSA under current peak conditions can be found in Figure A-2 in the Appendix. As can be seen in the model results, one section of pipe in Silver Lake that crosses Tickville Gulch enters service level B under current peak conditions. This section of pipe is only slightly below the service level A threshold. The rest of the North Service Area trunk lines are at service level A during existing peak flow conditions.

To model future wastewater flows, JWO Engineering gathered data on residential building permits in Eagle Mountain City and Governor's Office population estimates for the City. Development master plans submitted to Eagle Mountain were gathered as well to gauge where the growth between 2019 and 2025 is most likely to occur. By comparing this information to city limit boundaries, JWO Engineering estimated how much of the residential growth in Eagle Mountain would be in the North Service Area. Using the growth projections, flows were added to the trunk lines in the NSA. Figure A-3 in the Appendix displays the results of projected peak flows in 2025 on the current sewer infrastructure. With the additional flow, more trunk lines enter service level B. The first is a stretch of Ranches Parkway between Pony Express Parkway and Tickville Gulch. The second is on the east side of the Silver Lake Subdivision near the city boundary. A small section of trunk line in Silver Lake also enters service level B, but it barely crosses the 50% threshold.

After identifying areas that need improvements to handle growth over the next six years, infrastructure improvements were modeled for performance. The improvements modeled were upsizing pipe diameters for Ranches Parkway from 12 inches to 18 inches and for Silver Lake from 18 inches to 24 inches. To ensure that these improvements would not need additional upsizing just a few years after construction, JWO Engineering modeled how the improvements would perform under future peak flows. Future development plans and zoning from the City's master plan were used to estimate the number of residential units to be added between 2025 and NSA buildout. Anticipated peak flows from these additional units were added to the model along with a new trunkline to service a future development near Hidden Hollow Elementary School. The results of this modeling can be seen in Figure A-4 in the Appendix. The two upgraded lines maintain service level A at buildout peak flows.

A sewer master plan for the North Service Area can be found in Figure A-5 in the Appendix. It shows the trunk lines and their diameters after the recommended projects have been completed.

## NSA RECOMMENDATIONS

JWO Engineering recommends that Eagle Mountain City construct the projects listed in Table 2 before the year 2025 to accommodate peak flows from residential growth in the North Service Area. As can be seen from the modeling, these projects will continue level of service A for the associated trunk lines.

A CIPP lining project is needed for the main trunkline into TSSD as the line exhibits corrosion in several areas. Only 30% of the need for lining can be attributed to capacity in the trunkline reserved for growth. The extent of this project was not yet determined or the severity evaluated so cost estimates have not been developed for this project.

**Table 2. Recommended Projects for the North Service Area**

| <b>Project</b>                    | <b>Construction<br/>Year</b> | <b>Length<br/>(ft)</b> | <b>Diameter<br/>(in)</b> | <b>Estimate<br/>(Millions)</b> |
|-----------------------------------|------------------------------|------------------------|--------------------------|--------------------------------|
| 1 – Ranches Parkway Upsize        | 2020                         | 2300                   | 18                       | \$1.10                         |
| 2 – Silver Lake Upsize            | 2021                         | 1970                   | 24                       | \$0.90                         |
| 3 – Lone Tree Lift Station Update | 2022                         | n/a                    | n/a                      | \$0.50                         |

## SOUTH SERVICE AREA

Hourly flow data to the Eagle Mountain Wastewater Treatment Plant for 2018 was obtained from the city. The baseline daily flow for the South Service Area was 0.47 million gallons per day (GPD). This number represents the average daily flow in the last quarter of 2018. Daily flows that exceed the average approach 0.51 million gallons per day. The peak flow rate in the SSA was 704 gallons per minute. The current sewer system in the SSA is shown in Figure A-6 in the Appendix.

## SSA MODELING

Flows to Eagle Mountain's wastewater treatment plant were modeled for the current condition at peak flows, projected peak flows in 2025, and projected peak flows after construction of the recommended projects with buildout flows. Peak flows were modeled by taking the peak flow and dividing it by the estimated number of residential units in the SSA. During peak conditions, the average contribution from each residential unit was 0.32 gallons per minute. Portion of the

peak flow were assigned to manholes along the trunk lines equal to the number of residential units upstream multiplied by the per unit peak flow.

## **SSA MODEL RESULTS**

The level of service for lines in the SSA under current peak conditions can be found in Figure A-7 in the Appendix. As can be seen in the model results, the south end of the trunk line under Pony Express Parkway enters level of service B prior to entering the wastewater treatment plant. The rest of the trunk lines are at level of service A.

JWO Engineering analyzed residential building permits, Governor's Office population estimates, and development master plans to gauge areas of residential growth between 2019 and 2025. Additional peak flows were added to trunk line manholes downstream from future residential developments. Figure A-8 in the Appendix shows the effects of anticipated 2025 peak flows on the existing collection network. The main trunk line leading to the treatment plant enters service level C. The rest of Pony Express between the treatment plant and Bountiful Lane enter service level B. The rest of the South Service Area maintains service level A.

After identifying areas that need improvements to handle growth over the next six years, infrastructure improvements were modeled for performance. Modeled improvements include upsizing the sewer main on Pony Express from 18 inch to 30 inch and additional trunk lines to the southwest and northeast of the city center. To ensure that these improvements would not need additional upsizing just a few years after construction, JWO Engineering modeled how the improvements would perform under future peak flows. Future development plans and zoning from the City's master plan were used to estimate the number of residential units to be added between 2027 and buildout for the sewer system serving the treatment plant. Anticipated peak flows from these additional units were added to the model along with additional trunk lines. The results of this modeling can be seen in Figure A-9 in the Appendix. The upsizing of Pony Express Parkway and construction of additional lines maintain their service level with the additional flows.

A sewer master plan for the South Service Area can be found in Figure A-10 in the Appendix. It shows the trunk lines and their diameters after the recommended projects have been completed.

## WASTEWATER TREATMENT PLANT ANALYSIS

Using the ERC value of 220 gallons per day per residential unit, JWO Engineering estimated the additional total daily flows to the wastewater treatment plant in the South Service Area. Current daily flows can approach 710,000 gallons per day. An additional 936 residential units are estimated to be built in the South Service Area by 2025. This will add an additional 210,000 gallons per day of wastewater flows to the treatment plant. Another 500,000 gallons per day are anticipated to be added from the Tyson Foods project. Combined, anticipated daily flows at the treatment plant will exceed 1.2 million gallons per day, the plant's design capacity. The treatment plant capacity has been upgraded to 2.4 million gallons per day to handle additional flows from growth in the study period.

The costs for the upgrade includes: headworks, oxidation ditch, additional clarifier, effluent pump/pump station upgrade, laboratory building, lift station, and site work. A contingency cost has been added for expansion of solids handling capacity and inclusion of disinfection and filtration.

## BRANDON PARK

The Brandon Park trunkline is a recent addition that was not included in the last IFFP study. Approximately 4300 ERCs of excess capacity was identified in the planning and design stages of the trunkline. The 24-inch line was constructed at minimum slope and is serving approximately 542 homes. The calculated number of excess ERCs is 4676 to maintain a level of service B or greater (2/3 full or less at peak capacity).

## SSA RECOMMENDATIONS

JWO Engineering recommends that Eagle Mountain City construct the projects listed in Table 3 before the year 2027 to accommodate peak flows from residential growth in the South Service Area. As can be seen from the modeling, these projects will continue level of service A for the associated trunk lines at full buildout.

**Table 3. Recommended Projects for the South Service Area**

| Project                 | Construction Year | Length (ft) | Diameter (in) | Estimate (Millions) |
|-------------------------|-------------------|-------------|---------------|---------------------|
| 3 – Pony Express Upsize | 2022              | 8350        | 30            | \$4.84              |
|                         | --                | 670         | 24            | \$0.35              |

|                                             |           |      |    |        |
|---------------------------------------------|-----------|------|----|--------|
| 4 – Southwest Pony Express Extension        | 2023      | 2650 | 24 | \$1.37 |
|                                             | --        | 5300 | 18 | \$2.22 |
| 5 – Northeast Extension                     | 2024      | 2200 | 12 | \$0.64 |
|                                             | --        | 3900 | 8  | \$0.82 |
|                                             | --        | 2150 | 8  | \$0.45 |
| 6 – 1.2 MGD Plant Expansion (2.4 MGD Total) | 2021-2022 | --   | -- | \$7.3  |
| 7 – Eagle Mountain Boulevard                | 2022      | 5260 | 15 | \$0.85 |
| 8 – Headworks Expansion (2.4 MGD Total)     | 2022-2023 | --   | -- | \$4    |

## WEST SERVICE AREA

The City has recently constructed a lift station with a force main that connects the WSA to the WWTP. Figure A-11 shows the trunkline running from the existing line to the WWTP. It consists of approximately 8000 feet of 27" diameter pipe and 5800 feet of 42" diameter pipe.

Additional flows into the trunkline are expected to come from the following committed developments:

- Tyson Foods – 310 GPM (1300 GPM 3-hour peak)
- White Hills – 52 GPM

Other sewer flows that are under consideration are:

- An additional 500 residences – 212 GPM
- Crossroads Paper – 1250 GPM

The committed flows total 520,000 GPM. The design and construction of the upgraded WWTP to 2.4 MGD capacity is nearly completed with a few projects remaining. UV disinfection and solids handling expansion are notable projects remaining with a cost estimate of \$1,300,000 to complete. The proposed projects combined with the recent expansion will accommodate these committed flows. If the other sewer flows under consideration are approved the total flow becomes 2.1 MGD. An additional expansion will be needed to accommodate those flows as they bring the facility nearly to capacity.



The city was previously planning on installing a lift station and tying into the main line along Pony Express to connect the WSA with the treatment plant. With development in the approval process for the Harmony Development and the Pole Canyon Development, a new plan has been proposed for connecting the WSA with deep gravity sewer lines into the treatment plant. Figure A-11 shows the WSA existing sewer and the proposed 27" and 42" lines. A portion of the WSA trunkline has been constructed as discussed under the reimbursement agreement section.

## WSA RECOMMENDATIONS

JWO Engineering recommends constructing the project listed in Table 4 before the end of year 2020 in order to accommodate the new flows from Tyson Foods and the development in White Hills.

JWO Engineering also recommends flow equalization to mitigate the peak flows proposed by Tyson Foods. This will prevent the 3-hour peak from Tyson from overwhelming the facilities.

**Table 4. Recommended Project for the West Service Area**

| <b>Project</b>                                                                                          | <b>Construction Year</b> | <b>Length (ft)</b> | <b>Diameter (in)</b> | <b>Estimate (Millions)</b> |
|---------------------------------------------------------------------------------------------------------|--------------------------|--------------------|----------------------|----------------------------|
| 7 - White Hills Connection                                                                              | 2022                     | 325                | 21                   | \$0.08                     |
|                                                                                                         |                          | 5615               | 36                   | \$2.25                     |
| (\$2.6 million of this cost is included in the Monte Vista Ranch reimbursement agreement)               |                          | 8785               | 42                   | \$4.83                     |
| <b>TOTAL</b>                                                                                            |                          |                    |                      | <b>\$7.16</b>              |
| 8 - WWTP 2.4 MGD Upgrade (4.8 MGD total) Includes lab building which may be prior to the other upgrades | 2026                     |                    |                      | \$35.0                     |

JWO Engineering also recommends the City require an Investigation Phase Engineering Assessment (IPEA) from any proposed industrial development that would classify as a Significant Industrial User (SIU). A SIU is classified as any industry discharging more than 25,000 GPD into City wastewater infrastructure. Because of the potential impact of their

proposed discharges, a SIU should be evaluated separately from the IFFP. Requiring an IPEA from SIUs would assist the City in proactively planning their wastewater infrastructure.

JWO Engineering also recommends the construction of additional process trains to increase capacity at the WWTP to accommodate any new industrial and residential flows planned for the WSA. Based on currently available information, the process trains should have the capacity to treat at least 2.4 MGD. The city recently purchased 80 acres of land for treatment plant expansions. The cost of the new WWTP process trains is estimated to be \$20 million and is included in Table 4. This is based on an aggressive growth scenario for the industrial area.

## **BUDGETING**

The total cost of projects for the Impact Fees Facility Plan is \$67.5 million. Upgrading the treatment plant comprises \$7.3 million of that cost in 2022 and 35 million of the cost in 2026. New trunk line construction and upsizing makes up the remaining \$25.2 million. Over a five-year period, years 2022 to 2027, Eagle Mountain City will need to spend \$5.04 million a year on average to construct and complete the recommended projects. The City will need \$35 million in 2026.

# **REUSE WATER IMPACT FACILITIES PLAN**

JWO Engineering was tasked to evaluate the reuse water system currently employed by Eagle Mountain City. This plan takes into consideration the high growth rate anticipated in the South Service Area (SSA). New industries approved for development in Eagle Mountain will have a significant impact on the amount of wastewater treated by the City. This plan presents system features for the years 2021-2027 that will be needed as a result of development. This plan also identifies key facilities needed for the 5-year projected development scenarios. Projects beyond 2027 are not included in the cost estimates. Cost estimates were made for projects in 2021 dollars.

## **BACKGROUND**

The current Eagle Mountain Wastewater Treatment Plant (WWTP) was constructed in 2010. It has a nominal capacity of 1.2 MGD. The current average daily flows are approximately 500,000 gallons per day. The city is in the process of expanding the plant to a nominal design capacity of 2.4 MGD. This expansion is anticipated to be completed near the end of 2020. Flows are anticipated to more than double in the next 2 years as new industry and residential subdivisions are constructed in the SSA. The effluent from the plant is discharged into two storage ponds and ultimately discharged to a Rapid Infiltration Basin (RIB) where it percolates into the ground.

The effluent storage ponds have a combined capacity of 52.5 million gallons. At the current flow rate, the two storage ponds can store approximately 100 days of wastewater flows. The RIB is located west of the effluent storage ponds. Although the RIB is designed to handle approximately 1 MGD, this flow capacity has not been realized over the years. The city has scarified the surface of the RIB to eliminate surface blinding and to increase the infiltration rate.

There are two storage ponds built recently to accommodate the non-contact cooling water used for the Facebook data center. This facility has disinfection in place and a pump station already constructed. As a result of building the ponds for the Facebook effluent at the WWTP site, additional land was purchased and ponds were constructed to facilitate the WWTP upgrade.

A 16" reuse water line was constructed from the reuse ponds to Cory Wride Park. There are currently no other facilities in place. Implementing extensive reuse would reduce the need for the city to construct and operate additional infiltration basins.

## **REUSE WATER STANDARDS**

The reuse of effluent wastewater is governed by the Utah Administrative Code. Type II reuse is designated “not for human contact” and can be used primarily as irrigation. Type I reuse is designed “safe for human contact” but not potable. The differentiation between the 2 levels is achieved by the amount of pathogens detected during testing.

Type II Reuse water is governed by Utah Administrative Code R317-3-11. Treatment process, including disinfection, are required to not exceed secondary quality effluent limits as defined in R317-1-3.2. Effluent must also reach the following criteria to qualify as Type II Reuse:

- 1) The monthly arithmetic mean of BOD shall not exceed 25 mg/L as determined by composite sampling conducted at least once per week. Composite samples shall be comprised of at least six flow proportionate samples taken over a 24-hour period.
- 2) The monthly arithmetic mean total suspended solids concentration shall not exceed 25 mg/l as determined by daily composite sampling. The weekly mean total suspended solids concentration shall not exceed 35 mg/l. Properly calibrated, continuous monitoring of turbidity may be substituted for the suspended solids testing.
- 3) The weekly median E. coli concentration shall not exceed 126 organisms/100 ml, as determined from daily grab samples, and no sample shall exceed 500 organisms/100 ml.
- 4) The pH as determined by daily grab samples or continuous monitoring shall be between 6 and 9.

Type I reuse water is governed by Utah Administrative Code R317-3-11. Filtration and disinfection processes must be used to not exceed secondary quality effluent limits as defined in R317-1-3.2. Effluent must also reach the following criteria to qualify as Type I Reuse:

- 1) The monthly arithmetic mean of BOD shall not exceed 10 mg/L as determined by composite sampling conducted at least once per week. Composite samples shall be comprised of at least six flow proportionate samples taken over a 24-hour period.
- 2) The daily arithmetic mean turbidity shall not exceed 2 NTU, and turbidity shall not exceed 5 NTU at any time. Turbidity shall be measured continuously.
- 3) The weekly median E. coli concentration shall be none detected, as determined from daily grab samples. No sample shall exceed 9 organisms/100 ml.
- 4) The total residue chlorine shall be measured continuously and shall at no time be less than 1.0 mg/L after 30 minutes contact time at peak flow.

5) The pH as determined by daily grab samples or continuous monitoring shall be between 6 and 9.

The City will need disinfection and filtration systems in place if it is planning on using Type I reuse water in parks, churches, and schools.

If the City is planning on using Type II reuse water, contracting with surrounding farms to take the water could be an effective measure. At an irrigation rate of 1 inch per week (typical for alfalfa), 260 acres are required to dispose of 1 MGD.

## **PERMITTING**

The current operating permit does not allow discharge to any water of the State. The State has indicated that they will evaluate the current effluent disposal method at the next permit renewal cycle. Due to permitting review timeframes, any changes or new implementations are likely to take at least 6 months to obtain a permit from the State, with the possibility of taking up to, or more, than 12 months.

## **RECOMMENDATIONS**

### **REUSE LINES**

JWO Engineering strongly recommends that Eagle Mountain City construct the reuse line projects listed in Table 1 before the year 2027 to accommodate the anticipated increase in the amount of wastewater treated. Because of the drastic increase in effluent anticipated, implementing these reuse strategies will help in disposing of the effluent.

JWO Engineering also recommends using the existing 16-inch line currently under construction to Cory Wride park as a trunkline for all future reuse lines. Table 1 assumes use of this line while Table 2 estimates costs of the projects based on the assumption of a separate reuse trunkline that does not use Facebook water. A comparison table is shown in Table 3 with total costs and volume of water served at the end of 5 years.

These reuse lines will connect the storage ponds with major water users in the SSA: churches, schools, and parks. These projects are shown in Reuse Figure 1 in the appendix with the project numbers shown as labels in the figure. Reuse Figure 2 shows the projects numbers in Table 2, which assumes a new trunkline will be needed. The acreage served and reuse volume needed to serve that acreage is based on a 1 inch per week irrigation rate. The reuse volume shown is in gallons per day.

**Reuse Table 1. Recommended Reuse Water Lines**

| <b>Project</b>                               | <b>Construction Year</b> | <b>Length (ft)</b> | <b>Diameter (in)</b> | <b>Estimate (Millions)</b> | <b>Acreage Served</b> | <b>Reuse Volume (GPD)</b> |
|----------------------------------------------|--------------------------|--------------------|----------------------|----------------------------|-----------------------|---------------------------|
| 1 – Eagle Mountain Blvd - East               | 2021                     | 6600               | 12                   | \$0.56                     | 10                    | 39,000                    |
| 2 – Walden Park/LDS Church                   | 2022                     | 1700               | 8                    | \$0.15                     | 10.3                  | 40,000                    |
| 3 – Eagle Point Parks A & C                  | 2023                     | 1750               | 8                    | \$0.15                     | 4.4                   | 17,000                    |
| 4 – Eagle Point Park B & Sweetwater Park     | 2024                     | 3300               | 8                    | \$0.20                     | 9.2                   | 36,000                    |
| 5 – Mountain Trails Elementary               | 2025                     | 2800               | 8                    | \$0.18                     | 10.1                  | 40,000                    |
| 6 – Pioneer Park/ LDS Church / Eagle Commons | 2026                     | 4700               | 8                    | \$0.28                     | 13.7                  | 54,000                    |
| 7 – Pony Express Park/ Autumn Ridge Park     | 2026                     | 1850               | 8                    | \$0.30                     | 11.4                  | 45,000                    |

**Reuse Table 2. Recommended Reuse Water Lines with New Trunkline**

| <b>Project</b>                           | <b>Construction Year</b> | <b>Length (ft)</b> | <b>Diameter (in)</b> | <b>Reuse Volume (GPD)</b> | <b>Acreage Served</b> | <b>Estimate (Millions)</b> |
|------------------------------------------|--------------------------|--------------------|----------------------|---------------------------|-----------------------|----------------------------|
| 1 – Eagle Point Park B & Sweetwater Park | 2021                     | 5600               | 16                   |                           |                       | 0.67                       |
|                                          |                          | 3300               | 8                    | 36,000                    | 9.2                   | 0.26                       |
|                                          |                          |                    |                      |                           |                       | <b>0.93</b>                |



|                                                        |      |      |    |        |      |             |
|--------------------------------------------------------|------|------|----|--------|------|-------------|
| 2 – Mountain Trails Elementary                         | 2022 | 1900 | 16 |        |      | 0.23        |
|                                                        |      | 2800 | 8  | 40,000 | 10.1 | 0.22        |
|                                                        |      |      |    |        |      | <b>0.45</b> |
| 3 – Walden Park/ LDS Church                            | 2023 | 3500 | 12 |        |      | 0.30        |
|                                                        |      | 1700 | 8  | 40,000 | 10.3 | 0.10        |
|                                                        |      |      |    |        |      | <b>0.40</b> |
| 4 – Pioneer Park / Eagle Commons                       | 2024 | 2300 | 16 |        |      | 0.24        |
|                                                        |      | 4800 | 8  | 54,000 | 13.7 | 0.29        |
|                                                        |      |      |    |        |      | <b>0.53</b> |
| 5 - Eagle Point Parks A & C                            | 2025 | 1400 | 12 |        |      | 0.12        |
|                                                        |      | 2000 | 8  | 17,000 | 4.4  | 0.12        |
|                                                        |      |      |    |        |      | <b>0.25</b> |
| 6 - Pony Express Park / Autumn Ridge Park / LDS Church | 2026 | 4200 | 12 |        |      | 0.36        |
|                                                        |      | 2600 | 8  | 45,000 | 11.4 | 0.16        |
|                                                        |      |      |    |        |      | <b>0.52</b> |

**Reuse Table 3. Comparison Table**

|                                   | <b>Total Cost (millions)</b> | <b>Total Volume (GPD)</b> |
|-----------------------------------|------------------------------|---------------------------|
| <b>Using Existing Trunkline</b>   | 1.82                         | 271,000                   |
| <b>Constructing New Trunkline</b> | 3.08                         | 271,000                   |

## **DISINFECTION**

JWO Engineering recommends that the city implement disinfection and cloth media filtering in order to bring the effluent up to Type I Reuse standards. The capital costs and yearly operations and maintenance costs are indicated in Table 4. Future treatment plant trains should be designed to include disinfection and filtering to enable Type I reuse rather than other effluent disposal options. Type I reuse will offset the potable water needed for irrigation in the city boundaries.

**Reuse Table 4. Effluent Treatment Costs to Reach Type 1 Standards**

| <b>Cloth Media Filter Cost Estimate</b> |     |                    |
|-----------------------------------------|-----|--------------------|
| Equipment                               |     | \$ 310,000         |
| Installation                            |     | \$ 220,000         |
| Concrete: Foundation/Footing            |     | \$50,000           |
| Excavation/Backfill                     |     | \$30,000           |
| Pump Station                            |     | \$50,000           |
| General Conditions                      |     | \$60,000           |
| Electrical                              |     | \$60,000           |
| Landscaping                             |     | \$20,000           |
| Overhead \$ Profit                      | 20% | \$160,000          |
| Contingency                             | 15% | \$120,000          |
|                                         |     |                    |
| <b>Total Estimate Capital Cost</b>      |     | <b>\$1,080,000</b> |
|                                         |     |                    |
| <b>Disinfection Cost Estimate</b>       |     |                    |
| Equipment                               |     | \$200,000          |
| Installation                            |     | \$60,000           |
| Concrete: Foundation/Footing            |     | \$25,000           |
| Excavation/Backfill                     |     | \$25,000           |
| General Conditions                      |     | \$50,000           |
| Electrical                              |     | \$60,000           |
| Landscaping                             |     | \$10,000           |
| Overhead & Profit                       | 20% | \$86,000           |
| Contingency                             | 15% | \$65,000           |
| <b>Total Estimate Capital Cost</b>      |     | <b>\$581,000</b>   |
|                                         |     |                    |
| <b>Capital Costs</b>                    |     |                    |
| Cloth Media Filter                      |     | \$1,080,000        |
| Disinfection                            |     | \$581,000          |
| <b>Total</b>                            |     | <b>\$1,661,000</b> |
|                                         |     |                    |

| <b>Operation &amp; Maintenance Costs (Annual)</b> |  |                 |
|---------------------------------------------------|--|-----------------|
| Cloth Media Filter                                |  | \$60,000        |
| Disinfection                                      |  | \$10,000        |
| Chlorine                                          |  | \$5,000         |
| <b>Total O&amp;M Costs (Annual)</b>               |  | <b>\$75,000</b> |

## **STORAGE PONDS**

JWO Engineering recommends that the city construct 2 new storage ponds similar to the ones already in place to the south of the WWTP. The City should purchase land to accommodate these new ponds. These ponds are estimated to cost \$1.3 million each to construct. These ponds should be in place along with the 2.4 MGD upgrade to the WWTP which is scheduled to be completed in 2026.

The City could do a cost analysis of the parcels in the surrounding area and determine if piping effluent to a cheaper parcel will be more cost effective than purchasing a parcel adjacent to the WWTP. The City should also consider purchasing additional acreage beyond the 80 acres they have recently acquired. Development in the SSA is projected to continue for the next 10 years. Acquiring land now will likely be cost effective for the City for future effluent handling requirements.

JWO Engineering recommends that Eagle Mountain City implement Type I reuse including requesting a permit modification so that any effluent that is treated to Type I standards can be stored in ponds designated as reuse water and distributed with the reuse system facilities currently in place and additional system facilities to be constructed in the future. The initial stages of the Type I reuse would be for large open space areas but the system would eventually include irrigation reuse for residential customers who would like to take advantage of the resource as infrastructure is developed in their subdivisions.

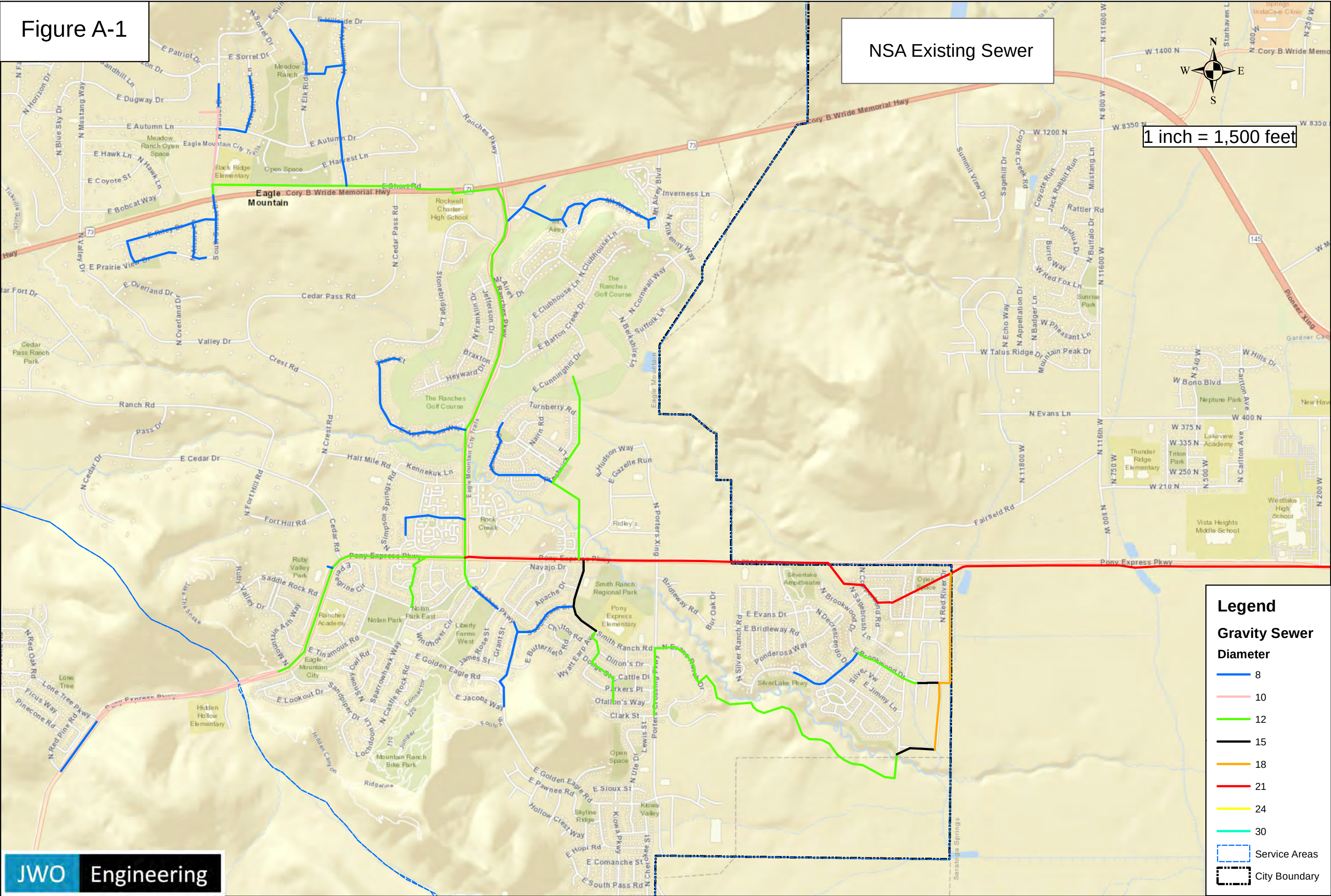
Type I reuse water should also be made available to contractors for use in construction operations for dust control and other suitable uses where controls such as training and signs are used to prevent the water from being mistaken for potable water.

## **BUDGETING**

The total cost of projects for the Reuse Impact Fees Facility Plan is \$7.34 million. Additional effluent ponds account for \$2.6 million of this cost and needed for the 2026 WWTP expansion. This does not include costs of acquiring land. The effluent disinfection and filtration will be needed in 2022 and will cost \$1.66 million. New trunk line construction and disinfection makes up the remainder of the \$3.18 million. Over a five-year period, years 2022 to 2027, Eagle Mountain City will need to spend \$1.45 million a year on average to construct and complete the recommended projects.



Figure A-1

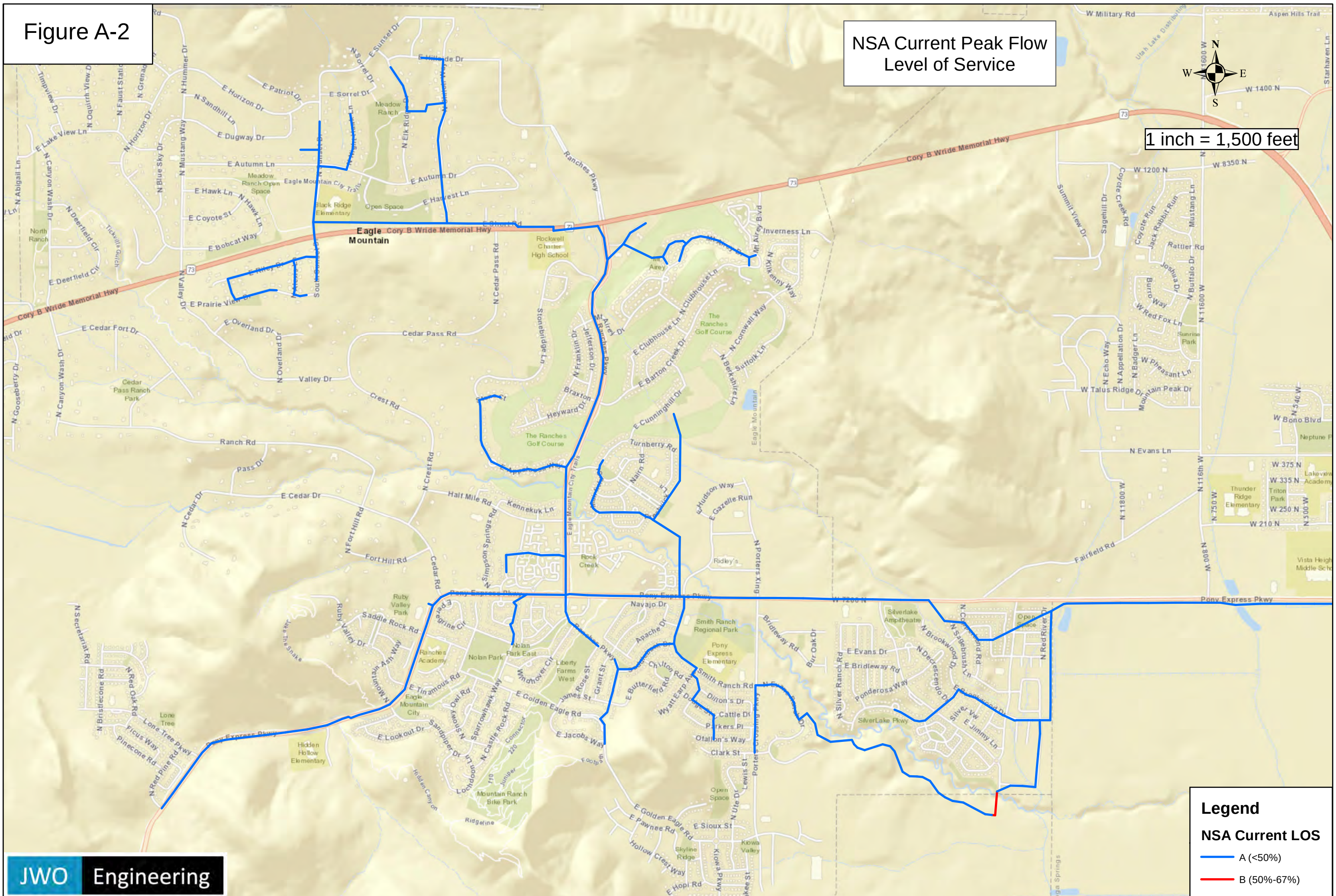




## Figure A-2

## NSA Current Peak Flow Level of Service

**1 inch = 1,500 feet**



## Legend

## NSA Current LOS

— A (<50%)

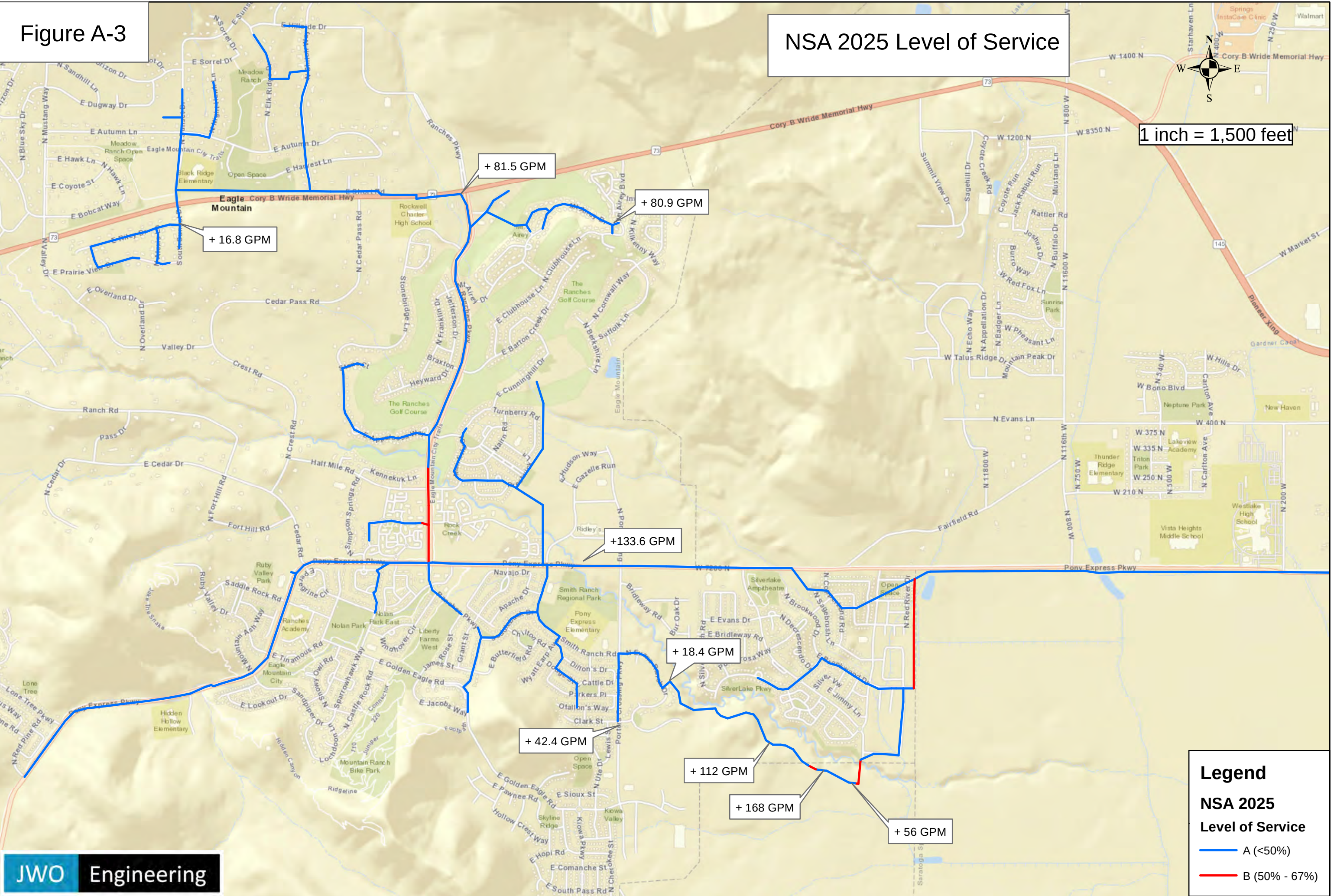
— B (50%-67%)



Figure A-3

NSA 2025 Level of Service

1 inch = 1,500 feet



Legend

NSA 2025  
Level of Service

- A (<50%)
- B (50% - 67%)



Figure A-4

NSA Level of Service  
After Recommended Improvements  
Buildout Scenario

1 inch = 1,500 feet

Pipe Upsized  
12" to 18"

Pipe Upsized  
18" to 24"

+ 313 GPM

+ 250 GPM

**Legend**

**Level of Service**

- A (<50%)
- B (50%-67%)

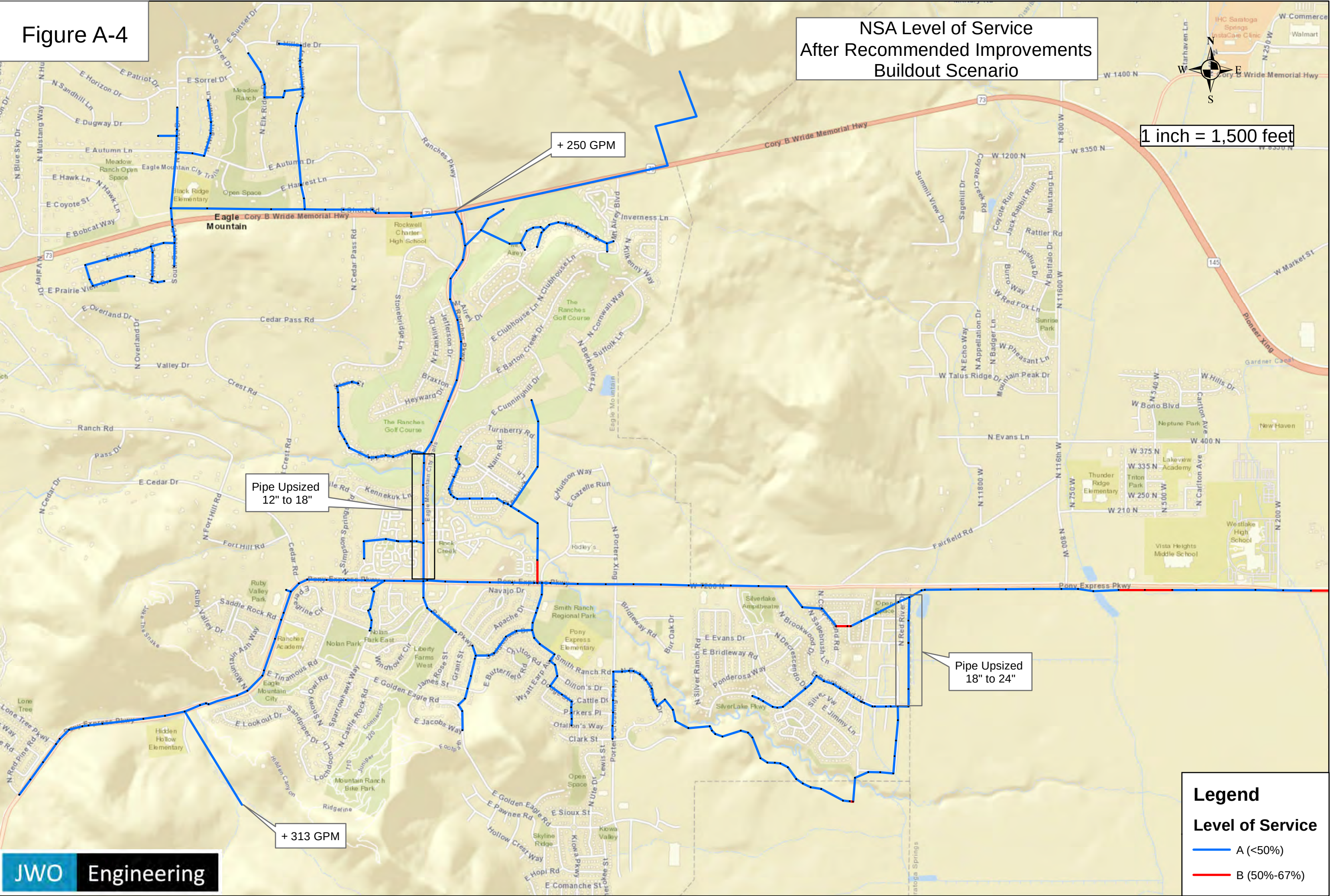




Figure A-5

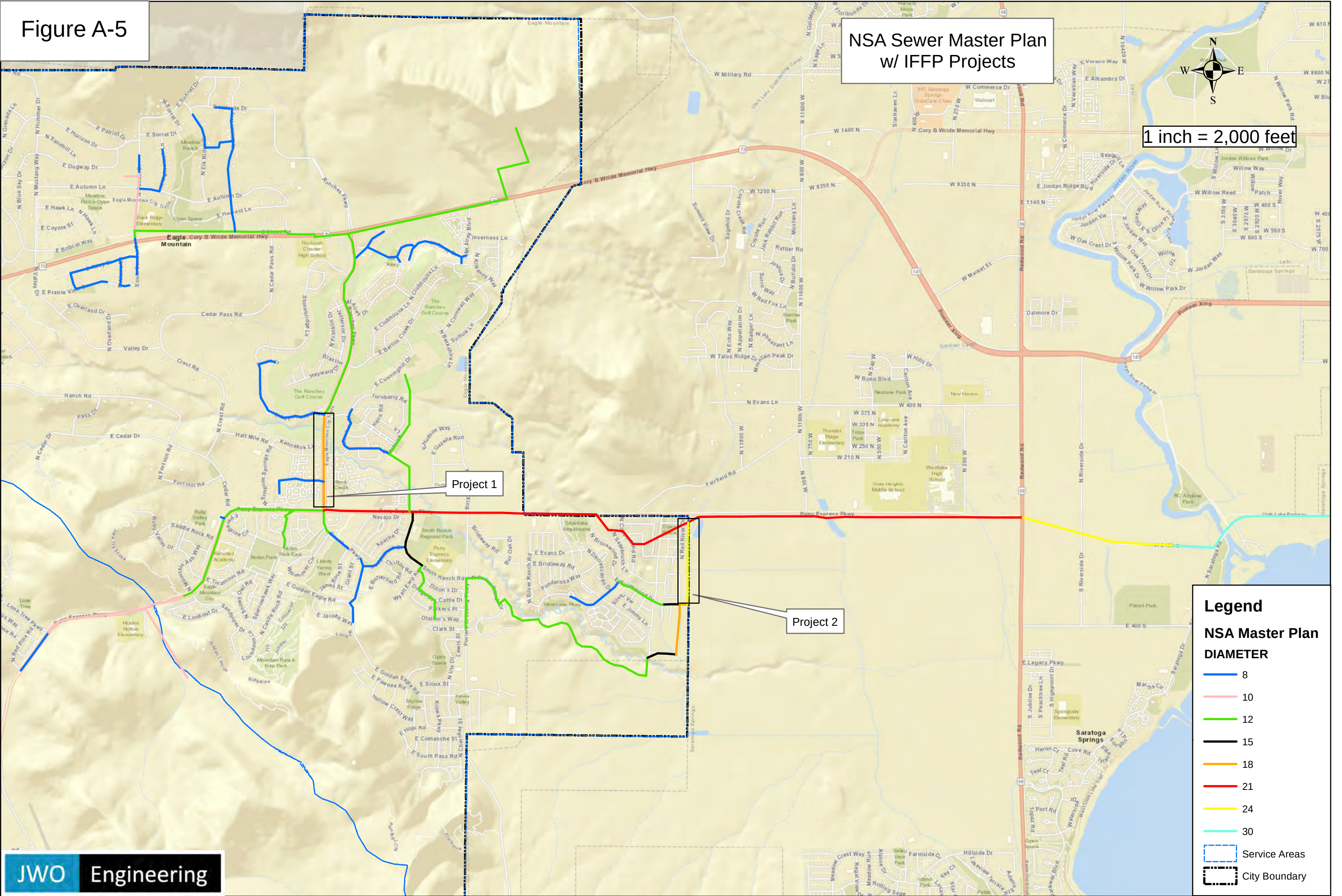




Figure A-6

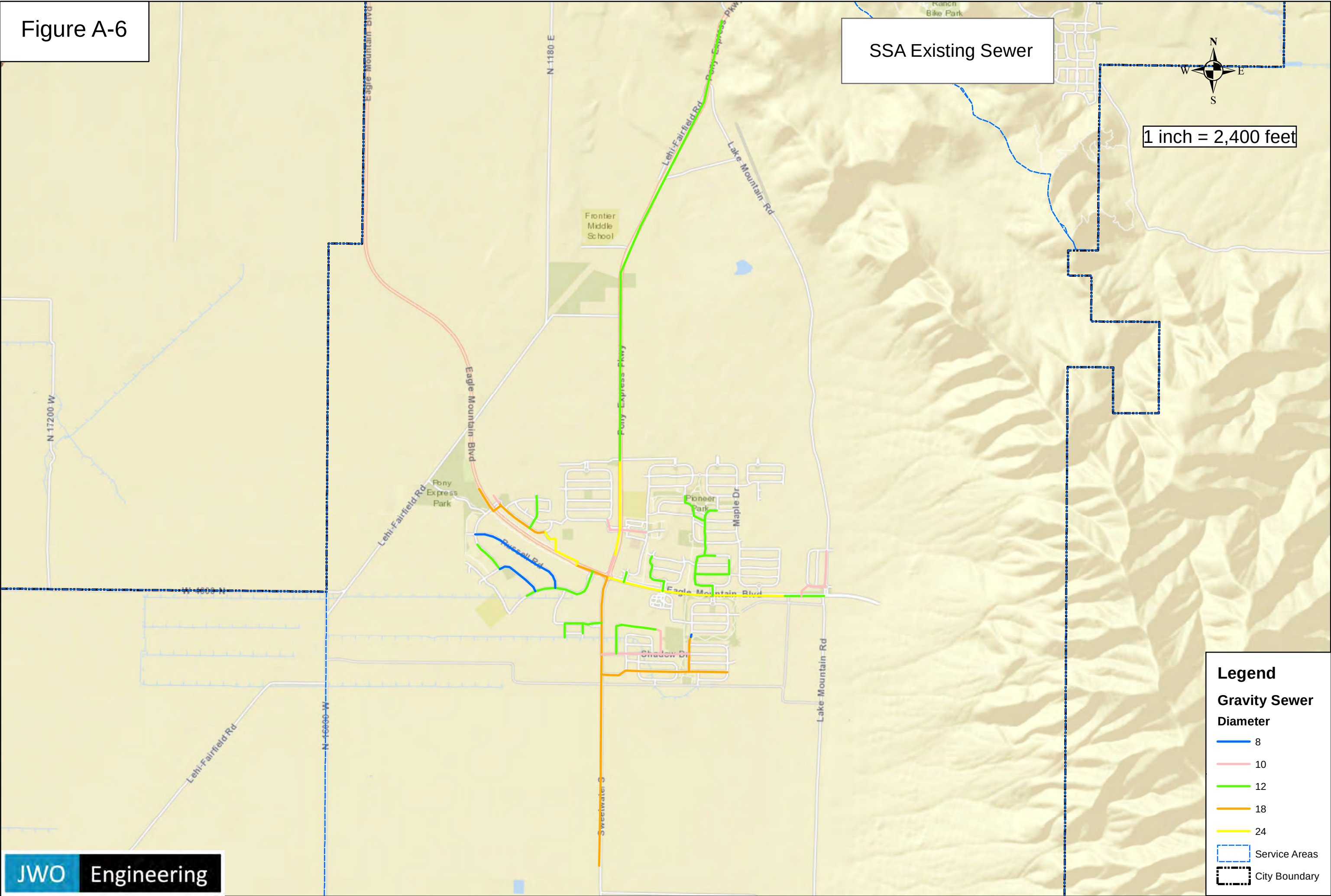
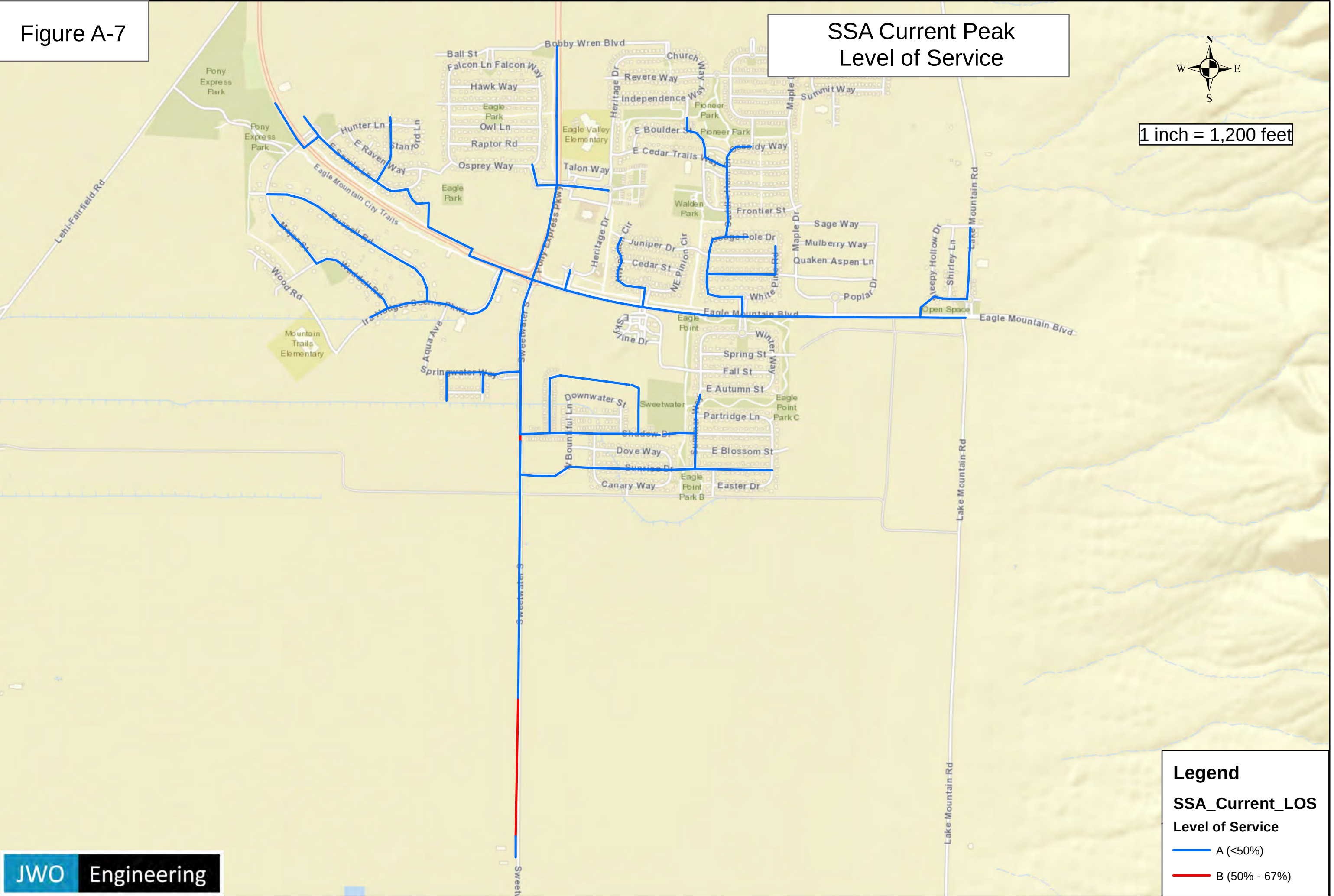




Figure A-7



SSA Current Peak  
Level of Service

1 inch = 1,200 feet

Legend

SSA\_Current\_LOS  
Level of Service

- A (<50%)
- B (50% - 67%)



Figure A-8





Figure A-9

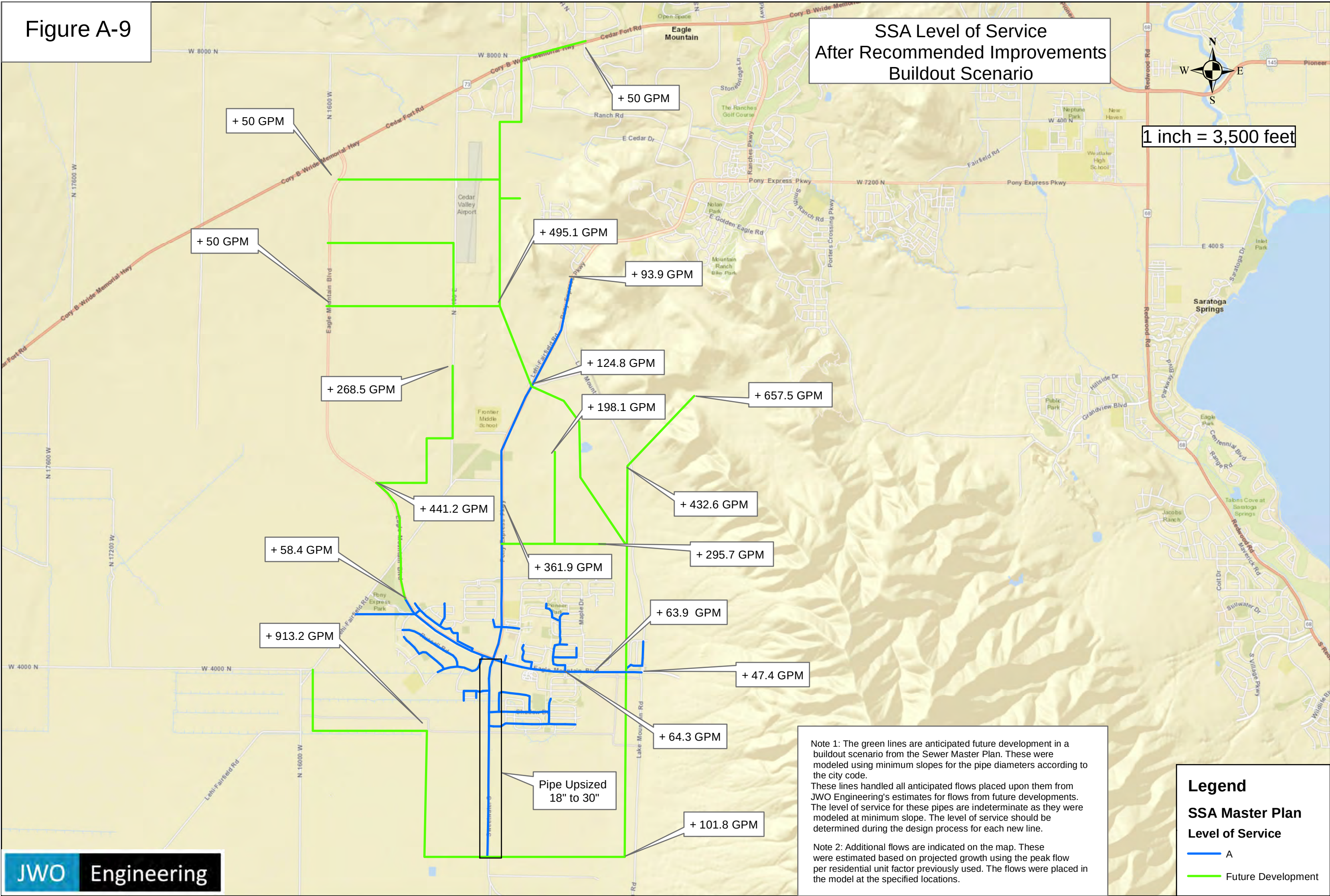




Figure A-10

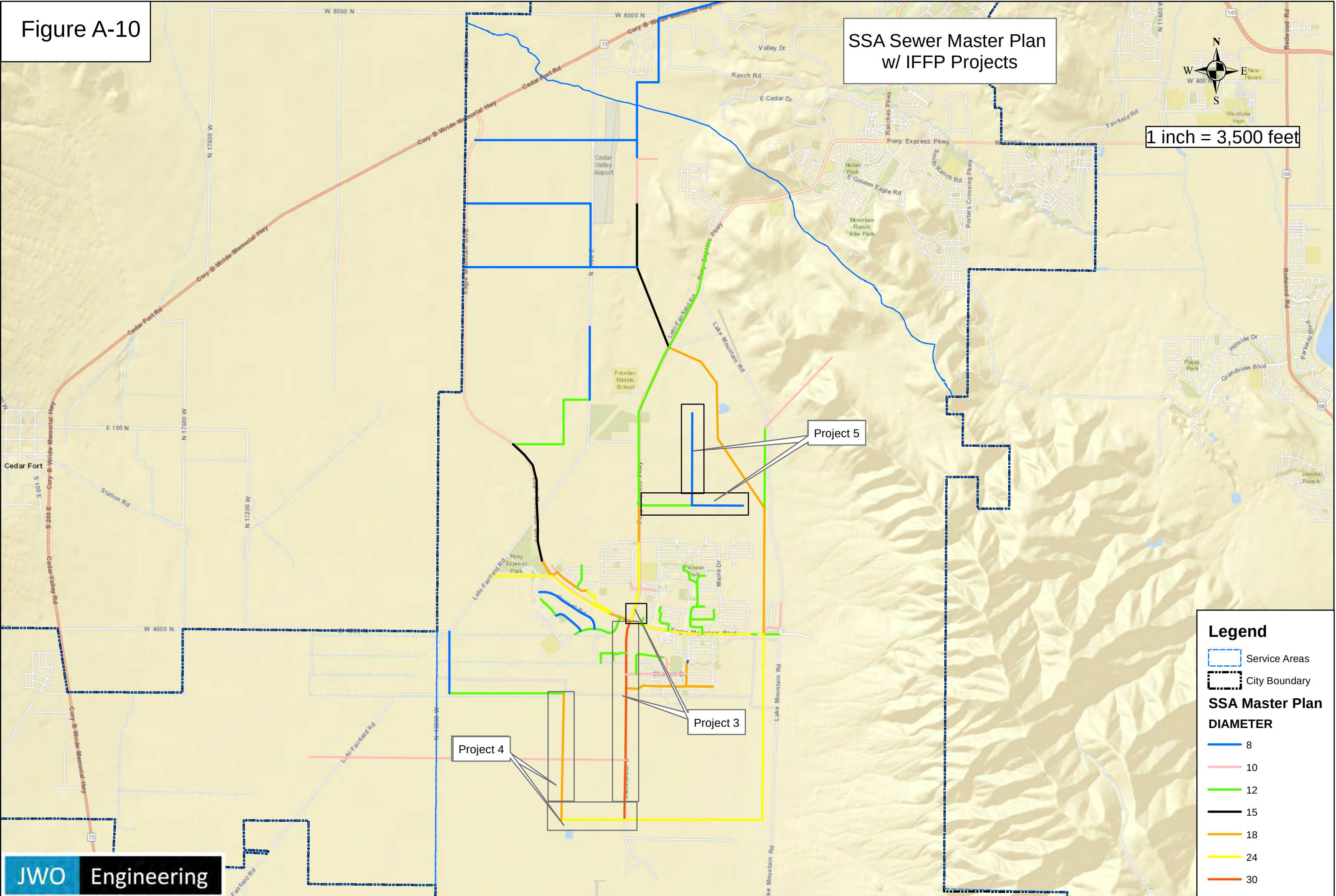




Figure A-11

WSA Existing Sewer  
w/ Proposed Sewer

1 inch = 1,600 feet

WWTP

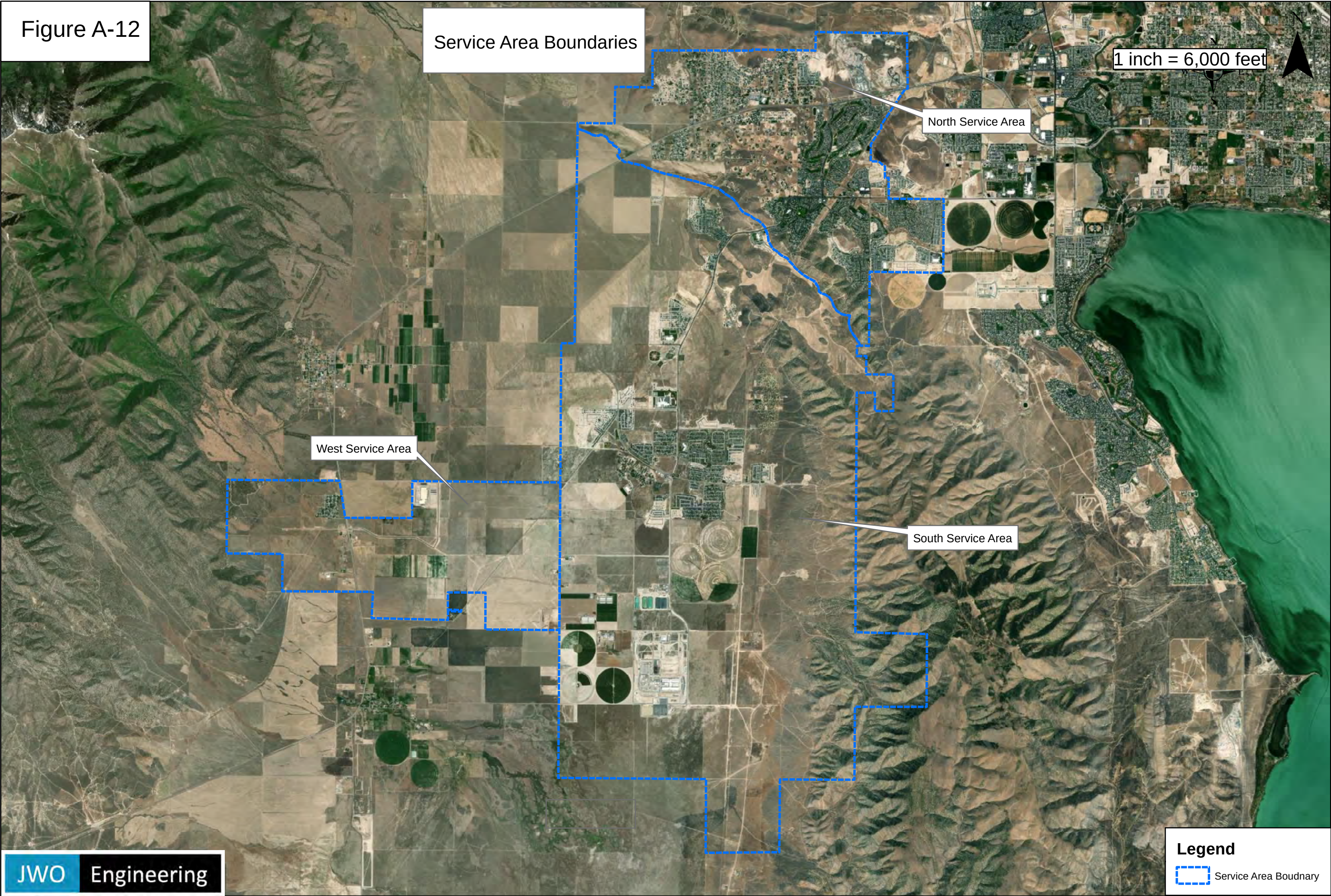
**Legend**

- existing
- New 21"
- New 36"
- New 42"
- Service Area Boudnary





Figure A-12





Reuse Figure 1  
Future Reuse Projects  
(Using FB Trunkline)

1 inch = 1,800 feet



**Legend**

**Diameter**

— 12"

— 16"

— Future Project



Reuse Figure 2  
Future Reuse Projects  
(Using New Trunkline)

1 inch = 1,500 feet





# Reuse Figure 3 Parcel Comparison

1 inch = 3,000 feet



WWTP and Ponds

1

2

2

## Legend

- Estimated 12" Line
- Parcel Boundary
- Parcel Comparison
- City Boundary



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                        |                                                                                                                                                       |                       |                         |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>TITLE:</b>                          | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 16.56 Vacation of Rights-of-Way. |                       |                         |
| <b>ITEM TYPE:</b>                      | Development Code Amendment                                                                                                                            |                       |                         |
| <b>FISCAL IMPACT:</b>                  |                                                                                                                                                       |                       |                         |
| <b>APPLICANT:</b>                      | City of Eagle Mountain                                                                                                                                |                       |                         |
| <b>GENERAL PLAN DESIGNATION</b><br>n/a | <b>CURRENT ZONE</b><br>n/a                                                                                                                            | <b>ACREAGE</b><br>n/a | <b>COMMUNITY</b><br>n/a |

**PUBLIC HEARING:**

Yes

**PREPARED BY:**

Robert Hobbs, Planning

**PRESENTED BY:**

Robert Hobbs -- Planning  
Manager

**RECOMMENDATION:**

Approve -- conditioned with any requisite revisions being made post City Council review of this matter.

**BACKGROUND:**

The review and approval process to vacate a platted, non-developed street within Scarlet Ridge Subdivision to make space for a charter school revealed the need to introduce a process into City code to allow for any future, proposed public street or alley vacations to be executed without having to amend a subdivision plat within which the particular right-of-way might happen to be located or traverse through.

Also, some months ago, the Planning Commission sought Staff assistance in drafting code a small group of code amendments to address fire apparatus access to rear-loaded (off an alley, service drive, or street) residential units. Since a code amendment writing effort involving other matters was already then in the making, it was subsequently decided to add those few other amendments into the mix -- including new rights-of-way vacation procedures, parameters for ADA parking, and, rules regarding drive-thru escape lanes. Following Staff, legal counsel and prior (February) Planning Commission work-session review of that omnibus document, it was finalized and presented to the Planning Commission as a package(d) hearing item. For purposes of motion making, the codes



accompanying this report have been set on the Council's agenda as a separate set of amendments from the ROW vacation language which now is its own hearing item.

The Planning Commission voted unanimously to recommend approval of *all* proposed code revisions -- minus the section pertaining to drive-thru bypass lanes. That section has been temporarily redacted for further refinements and will be taken off the table and again presented to the Planning Commission at a future date.

#### **ITEMS FOR CONSIDERATION:**

Refer to the "What this chapter does" and "Purpose" section opening paragraphs for each of the amendments for an idea of what is proposed to be accomplished by the code language additions or revisions. A verbal Staff report will be provided to the City Council during the public hearing for this request.

The vacation language is drawn from state code and cleaned up to be more readable. It is proposed to provide the City with a more expedited, cleaner process (one hearing before Council) to vacate public right-of-way vs. having to amend a plat. Amending a plat is less of an ordeal when it is newly platted and not built out. With development, however, comes the possible need to have multiple applicants signing off on such an action. This matter was brought to the forefront of Staff's attention when dealing with the Scarlet Ridge Subdivision No. 1 where a charter school was allowed to be inserted but first required the deletion of Taylee Lane.

#### **REQUIRED FINDINGS:**

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

Ordinance enactment is a legislative process and left to the discretion of the City's Council whether to, ultimately, approve such or not in a

given format.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

The Planning Commission, during their regularly scheduled public meeting of May 23, 2023, voted unanimously to recommend approval of the rights--of-way vacation draft amendment language.

**ATTACHMENTS:**

[ORD--EMMC 16.56 Vacation of Rights-of-Way](#)

[EMMC 16.56 Vacation of Rights-of-Way - Redlines](#)

**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
ENACTING EAGLE MOUNTAIN MUNICIPAL CODE  
CHAPTER 16.56 VACATION OF RIGHTS-OF-WAY**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to enact Eagle Mountain Municipal Code Chapter 16.56 Vacation of Rights-of-Way, 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 enacting Eagle Mountain Municipal Code Chapter 16.56 Vacation of Rights-of-Way.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_ .

# Exhibit A

## **Chapter 16.56**

### **Vacation of Right(s)-of-Way**

#### **16.56.020. What this chapter does.**

This chapter facilitates petition for, review and approval of right-of-way vacation requests outside the plat amendment process.

#### **16.56.030. Purpose.**

This chapter authorizes and defines a process whereby the city council and other interested parties may apply for vacation of a right-of-way or portion thereof where no plat amendment is intended and/or the right-of-way is in a developed area of the city. A recorded ordinance to vacate a public street shall have the same legal effect as vacating a public street through a plat amendment process.

#### **16.56.040. Application.**

A petition (application) to vacate some or all of a public street or municipal utility easement shall require submittal of an application to the City. The application shall include the following:

A. The name and address of each owner of record of land that is:

1. Adjacent to the public street or municipal utility easement between the two nearest public street intersections; or,

2. Accessed exclusively by, or within, 300-feet of the public street or municipal utility easement.

B. Proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated.

C. The signature of each owner under EMMC subsection 16.56.040(A) who consents to the vacation.

### **16.56.050. Petition to vacate a public street.**

In lieu of vacating some or all of a public street through recording of a plat or amended plat in accordance with Section 16.55, the city council may approve a petition to vacate a public street in accordance with this chapter.

### **16.56.60. Public hearing required.**

If a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the city council shall hold a public hearing and determine whether good cause exists for the vacation, and, the public interest or any person will be materially injured by the proposed vacation.

### **16.56.070. Required findings.**

The city council may adopt an ordinance granting a petition to vacate some, or all of, a public street or municipal utility easement if it finds that:

A. Qualifying Reason(s). Good cause exists for the vacation.

B. Harmless: Neither the public interest nor any person will be materially injured by the vacation, including having property land locked from public street access.

### **16.56.080. Conditions of approval(s).**

If the city council adopts an ordinance vacating some, or all, of a public street or municipal utility easement, the city council shall ensure that:

A. One or both of the following is recorded in the office of the recorder of the county in which the land is located:

1. Plat: A plat or an amended plat reflecting the vacation, or

2. An ordinance described in EMMC 16.56.070 with an attached legal description of the public street and/or utility area being vacated.

B. Easement Preservation. The city council may not approve a petition to vacate a public street under this chapter unless the vacation identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the public street. Further, easement conservation for entities that provide power, gas, fiber-optic, storm drain services, etc. may be required by the City.

## **16.56.090. Vacation effect.**

A. The action of the city council in vacating some, or all, of a public street or municipal utility easement that has been dedicated to public use:

1. Operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of, and the relinquishment of, the municipality's fee in the vacated public street or municipal utility easement; and,

2. Shall not be construed to impair:

a. Any right-of-way or easement of any parcel or lot owner; and/or,

b. The rights of any public utility; and/or,

c. The rights of a culinary water authority or sanitary sewer authority.

## **16.56.100. City may initiate.**

The city may initiate and complete a process to vacate some, or all of a public street.

A. Process: In accordance with process and requirements stated in this chapter for non-city applications to vacate public right-of-way or a public utility easement.

Exception: A vacation action may not apply to, or be allowed to affect, a public utility easement except to the extent that:

1. The easement is not a protected utility easement as defined in UCA § 54-3-27;

2. The easement is included within a public street; and

3. A notice to vacate a public street also contains a notice to vacate such an easement.





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                        |                                                                                                                                                                                                                                                                                                                                                                 |                       |                         |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>TITLE:</b>                          | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 17.10 Definitions, 17.25 Residential Zones, 17.72 Commercial and Multifamily Design Standards, and 17.55 Off-street Parking Regarding Alleys and Service Drives, Fire Department-related Access Standards, and ADA Parking Standards. |                       |                         |
| <b>ITEM TYPE:</b>                      | Ordinance                                                                                                                                                                                                                                                                                                                                                       |                       |                         |
| <b>FISCAL IMPACT:</b>                  |                                                                                                                                                                                                                                                                                                                                                                 |                       |                         |
| <b>APPLICANT:</b>                      | City of Eagle Mountain                                                                                                                                                                                                                                                                                                                                          |                       |                         |
| <b>GENERAL PLAN DESIGNATION</b><br>n/a | <b>CURRENT ZONE</b><br>n/a                                                                                                                                                                                                                                                                                                                                      | <b>ACREAGE</b><br>n/a | <b>COMMUNITY</b><br>n/a |

**PUBLIC HEARING:**

Yes

**PREPARED BY:**

Robert Hobbs, Planning

**PRESENTED BY:**

Robert Hobbs -- Planning Manager

**RECOMMENDATION:**

Approve -- conditioned with any requisite revisions being made post City Council review of this matter.

**BACKGROUND:**

Some months ago, the Planning Commission sought Staff assistance in drafting code a small group of code amendments to address fire apparatus access to rear-loaded (off an alley, service drive, or street) residential units. Since a code amendment writing effort involving other matters was already then in the making, it was subsequently decided to add those few other amendments into the mix -- including new rights-of-way vacation procedures, parameters for ADA parking, and, rules regarding drive-thru escape lanes. Following Staff, legal counsel and prior (February) Planning Commission work-session review of that omnibus document, it was finalized and presented to the Planning Commission as a package(d) hearing item. For purposes of motion making, the codes accompanying this report have been set on the Council's agenda as a separate set of amendments from the ROW vacation language which now is its own hearing item.

The Planning Commission voted unanimously to recommend approval of *all* proposed code revisions -- minus the section

pertaining to drive-thru bypass lanes. That section has been temporarily redacted for further refinements and will be taken off the table and again presented to the Planning Commission at a future date.

#### **ITEMS FOR CONSIDERATION:**

Refer to the "What this chapter does" and "Purpose" section opening paragraphs for each of the amendments for an idea of what is proposed to be accomplished by the code language additions or revisions. A verbal Staff report will be provided to the City Council during the public hearing for this request.

The addition of a definition for [public] alleys and [private] service drives (e.g., the lanes that are found throughout multi-family, commercial, industrial, institutional, medical, etc. parking lot areas, etc.) sets them apart from streets. Provisions for minimum service drive widths -- where such do not have parking spaces tying into them -- is now regulated -- including those of interest to the Fire Department. Rather than specifying turnaround designs allowed by the Fire Department along or at the end of drives exceeding 150' in length, the code defaults to having an interested party (e.g., an architect, engineer, etc.) contact the Fire Department -- or look in fire code -- to discover those standards.

Eagle Mountain codified ADA codified requirements are tapped to get a few clarifications -- especially the insertion of a new column B in Table 17.55.120(b) to note the number of "van-accessible" spaces required in conjunction with creation of a parking lot or facility. The requirements come straight from federal regulations. Use of Table B for a plans designer might be exemplified thus: if a parking lot were proposed to have 100 spaces, four of those would need to be ADA styled; and of those four, one would be required to be "van-accessible".

**REQUIRED FINDINGS:**

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

Ordinance enactment is a legislative process and left to the discretion of the City's Council whether to, ultimately, approve such or not in a given format.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

The Planning Commission, during their regularly scheduled public meeting of May 23, 2023, voted unanimously to recommend approval of all proposed code revisions minus the section pertaining to drive-thru escape lanes with a minimal of minor corrections. The drive-thru bypass lane section of the original amendment that went to the Planning Commission has been temporarily redacted for further refinements and will be taken off the table and again presented to the Planning Commission at a future date.

**ATTACHMENTS:**

[ORD--EMMC Title 17 Changes - Alleys & Service Drives, Fire Department-related Access, ADA Parking](#)

[EMMC Title 17 Alleys and Service Drives, Fire Department Related Access, ADA Parking - Redlines](#)

**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE  
CHAPTERS 17.10 DEFINITIONS, 17.25 RESIDENTIAL ZONES, 17.72 COMMERCIAL  
AND MULTIFAMILY DESIGN STANDARDS, AND 17.55 OFF-STREET PARKING  
(ALLEYS AND SERVICE DRIVES, FIRE DEPARTMENT-RELATED ACCESS  
STANDARDS, AND ADA PARKING 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 17.10 Definitions, 17.25 Residential Zones, 17.72 Commercial and Multifamily Design Standards, and 17.55 Off-street Parking, 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 17.10 Definitions, 17.25 Residential Zones, 17.72 Commercial and Multifamily Design Standards, and 17.55 Off-street Parking.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_ .



# Exhibit A

## 17.10.030 Definitions.

"Alley(way)" means a publicly dedicated and platted public thoroughfare not classified as a street, typically used to provide access to the rear or side yards of a property. The allowed or required dimension(s) for an alley is provided in this code.

"Service drive" means a non-dedicated privately owned and maintained thoroughfare that functions like a driveway by providing an improved vehicular circulation path on a site as well as access to (a) parking area(s) and public rights-of-way. The allowed or required dimension(s) for a service drive (one-way or two-way) shall be as per requirements in EMMC Section 17.55.120.

## 17.25.050 Generally applicable provisions.

...

### M. Fire Access for Exclusively Rear-Loaded Only Homes.

a. Access off of a minimum 26' wide over-sized alley or service drive (functioning in such case as a "fire-access road"). The 26' wide drive fire access roadway, when used, shall be restricted to having parking along only one-side (those sides which adjoin fire hydrants), and, shall have "No Parking" signs posted along those same sides. In cases where a roadway is at least 35' wide, parking may be allowed along both sides of a "fire-access road" and no parking restriction will be required; and,

b. When rear-loaded, homes shall be provided with a paved walkway to be installed at each end of the building leading from the garage end roadway to the main access door at the other, "green space" end; and,

c. Address numbering shall be provided above the garage bay door as well as the main access door to any rear-loaded home.

## 17.55.040 General provisions for nonresidential and multifamily off-street parking facilities.

...

I. Service Drives. Service drives shall comply with the following design standards:

1. Service drives in setback areas. Service drives shall be allowed to cross over and/or through required setback areas when they provide linkage between a parking area and a street or alley or between parking areas or properties.

2. Service drive width requirements. Service drives, or sections thereof, lacking parking spaces to either side shall be at least 12 feet wide when designed to move traffic in a one-way direction and at least 20 feet wide when designed to move traffic in two ways. Where such service drives abut one or more parking stalls, the service drive shall instead be sized the same as the required back up area of the adjoining stall(s) as per EMMC 17.55.120(a). For example, a service drive being accessed by parking spaces oriented 90 degrees to the drive shall not be but 20' wide; rather, it shall be at least 24' wide at the point(s) where the parking stalls abut the drive.

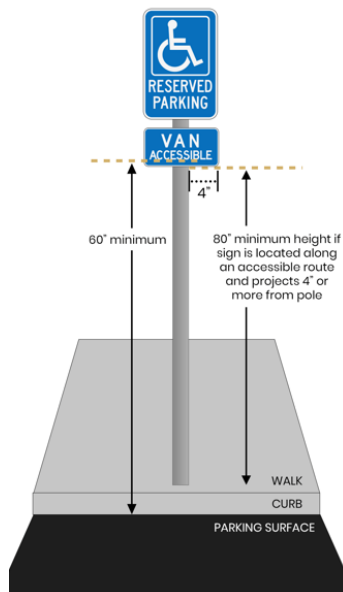
3. Service Drives longer than 150 feet. Service drives longer than 150 feet shall have a turnaround acceptable to the fire department in type/design, layout and dimensions.

## **17.55.070 Handicapped accessible parking.**

A. Stalls Count Toward Minimum Number Required. Handicapped parking stalls shall be provided in off-street parking areas and shall count towards fulfilling the minimum requirements for automobile parking space count.

B. Location. Handicapped parking stalls shall be located as close nearly to a primary building entrance as practical, with access ramps available for equipment used in assisting handicapped persons.

C. Signage. A permanently affixed reflective sign and/or surface identification depicting the standard symbol for handicapped parking shall identify each handicapped parking stall as depicted below.



D. Number of Stalls. The number of handicapped parking stalls provided shall conform to the minimum requirements of the Americans with Disabilities Act (ADA) listed in Table 17.55.120(b), ADA Parking Requirements as represented in Table 17.55.120(b) below.

E. Dimensions of Stalls. The dimensions of standard handicapped parking stalls shall be a minimum of 10-feet wide by 20 18-feet deep, with a five an adjoining 5-foot wide access aisle alongside the same (two handicapped parking spaces may share an access aisle between them), or such standard as may be required by the in accordance with ADA requirements. Van-accessible spaces shall be at least 11-feet wide with a 5-foot access aisle alongside. [Ord. O-23-2005 § 3 (Exh. 1(1) § 11.7)].

**Table 17.55.120(b)**

| Total Parking Stalls in Lot | Minimum Handicapped Accessible Stalls                          |
|-----------------------------|----------------------------------------------------------------|
| 1 – 25                      | 1                                                              |
| 26 – 50                     | 2                                                              |
| 51 – 75                     | 3                                                              |
| 76 – 100                    | 4                                                              |
| 101 – 150                   | 5                                                              |
| 151 – 200                   | 6                                                              |
| 201 – 300                   | 7                                                              |
| 301 – 400                   | 8                                                              |
| 401 – 500                   | 9                                                              |
| 501 – 999                   | 2% of total stalls                                             |
| Over 1,000                  | 20 stalls plus 1 stall for every 100 stalls thereof over 1,000 |

**Table 17.55.120(b)**

| <b><u>Total Number of<br/>Parking Spaces<br/>Provided in<br/>Parking Facility/Lot</u></b> | <b><u>Column A<br/>Associated Minimum Total<br/>Number of<br/>Accessible Parking Spaces</u></b> | <b><u>Column B<br/>Minimum Number of Van-<br/>Accessible Parking Spaces<br/>(1<sup>st</sup> ADA space and then 1 out of<br/>every 6<br/>accessible spaces provided<br/>thereafter)</u></b> |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>1 to 25</u></b>                                                                     | <u>1</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>26 to 50</u></b>                                                                    | <u>2</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>51 to 75</u></b>                                                                    | <u>3</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>76 to 100</u></b>                                                                   | <u>4</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>101 to 150</u></b>                                                                  | <u>5</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>151 to 200</u></b>                                                                  | <u>6</u>                                                                                        | <u>1</u>                                                                                                                                                                                   |
| <b><u>201 to 300</u></b>                                                                  | <u>7</u>                                                                                        | <u>2</u>                                                                                                                                                                                   |
| <b><u>301 to 400</u></b>                                                                  | <u>8</u>                                                                                        | <u>2</u>                                                                                                                                                                                   |
| <b><u>401 to 500</u></b>                                                                  | <u>9</u>                                                                                        | <u>2</u>                                                                                                                                                                                   |
| <b><u>500 to 1000</u></b>                                                                 | <u>2% of total parking<br/>provided in each<br/>lot or structure</u>                            | <u>1/6 of Column A*</u>                                                                                                                                                                    |
| <b><u>1001 and over</u></b>                                                               | <u>20 plus 1<br/>for each 100 spaces over 1000</u>                                              | <u>1/6 of Column A*</u>                                                                                                                                                                    |
| <u>*one out of every 6 accessible spaces</u>                                              |                                                                                                 |                                                                                                                                                                                            |



## 17.72.030 Site design.

...

C. Multifamily Parking/Garages. Garages and parking areas should be placed to the rear of buildings, accessed by a service drive. ~~Service drives must meet all fire access requirements found in the fire code, or as required by the fire marshal. Units accessed via rear service drive shall have a man door on the garage side of the unit, and be addressed off the service drive.~~ If garages are placed on the front facade, they shall be staggered and set back so as to minimize their appearance from the street. Garages shall never dominate the street-facing facade of a building.

1. Fire Access. In conformance to fire authority requirements, all multi-family buildings -- whether front or rear loaded -- shall feature:

a. Access off of a minimum 26-foot wide over-sized alley or service drive (functioning in such case as a "fire-access road"). The 26-foot wide drive fire access, when used, shall be restricted to having parking along only one-side (those sides which adjoin fire hydrants), and, shall have "No Parking" signs posted along those same sides. In cases where a roadway is at least 35-feet wide, parking may be allowed along both sides of a "fire-access road" and no parking restriction will be required.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                        |                                                                                                                                                                                                                                                      |                       |                         |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>TITLE:</b>                          | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.10 Definitions, Chapter 17.38 Commercial Storage Zone, and Chapter 17.40 Industrial Zone, Regarding Caretaker Dwellings. |                       |                         |
| <b>ITEM TYPE:</b>                      | Development Code Amendment                                                                                                                                                                                                                           |                       |                         |
| <b>FISCAL IMPACT:</b>                  | N/A                                                                                                                                                                                                                                                  |                       |                         |
| <b>APPLICANT:</b>                      | City-initiated                                                                                                                                                                                                                                       |                       |                         |
| <b>GENERAL PLAN DESIGNATION</b><br>N/A | <b>CURRENT ZONE</b><br>N/A                                                                                                                                                                                                                           | <b>ACREAGE</b><br>N/A | <b>COMMUNITY</b><br>N/A |

**PUBLIC HEARING:**

Yes

**RECOMMENDATION:**

Approve with any revisions as may be deemed warranted by Council.

**PREPARED BY:**

David Stroud, Planning

**BACKGROUND:**

City Council directed Staff to look at the potential of permitting a caretaker dwelling in certain zones. Staff has drafted a code amendment to define a caretaker dwelling and provide standards of permitting such as a Conditional Use (CUP) in the Commercial Storage and Industrial Zones. Base standards are proposed, and additional standards may be imposed on a Conditional Use. Such additional standards, if any, are to be used to mitigate any impacts a use may expectedly produce.

**PRESENTED BY:**

David Stroud

**ITEMS FOR CONSIDERATION:**

UCA 10-9a-507 states that municipalities shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. The requirement to reasonably mitigate anticipated detrimental effects of the proposed conditional use does not require the elimination of the detrimental effects.

In the instance of a proposed caretaker dwelling use, Staff does not anticipate additional conditions to reduce any detrimental effects. However, this will be determined on a case-by-case basis as they occur. Other uses certainly have a much greater impact than a caretaker dwelling. City Council has the option to locate a caretaker dwelling use in Chapter 17.75 Standards for Special Uses (as a permitted use with conditions instead of a Conditional Use) and indicate such in Chapter 17.38 and Chapter 17.40, accordingly.

EMMC 17.05.200(b) states the Planning Commission is the land use authority of any Conditional Use. The City Council does have the right to become the land use authority by requesting the item be scheduled for review and action by the Council within 15 days of the Planning Commission's action on a CUP.

**REQUIRED FINDINGS:**

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

The Planning Commission recommends 5-0 that the City Council approve the proposed amendments to Chapters 17.10, 17.38 and 17.40, as it relates to caretaker dwellings.

**ATTACHMENTS:**

[ORD--EMMC Title 17 Changes - Caretaker Dwellings](#)

[EMMC 17.10, 17.38, & 17.40 Caretaker Dwellings - Redlines](#)

**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE  
CHAPTERS 17.10 DEFINITIONS, 17.38 COMMERCIAL STORAGE ZONE,  
AND 17.40 INDUSTRIAL ZONE  
(CARETAKER DWELLINGS)**

*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 17.10 Definitions, 17.38 Commercial Storage Zone, and 17.40 Industrial Zone, 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 17.10 Definitions, 17.38 Commercial Storage Zone, and 17.40 Industrial Zone.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_ .



# Exhibit A

### 17.10.030 Definitions.

“Caretaker Dwelling” shall mean an accessory use where a caretaker is permitted to reside on-site at the place of business for which they are charged to look after. The caretaker dwelling shall include cooking, sleeping, and sanitation facilities.

### 17.38 COMMERCIAL STORAGE ZONE

#### 17.38.040. Conditional Uses.

The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:

- A. Fenced or unfenced outdoor storage of commercial equipment and inventory;
- B. Outdoor storage/parking of recreational vehicles, trailers, boats, and similar vehicles;
- C. Self-storage or mini-storage units;

#### D. Caretaker Dwelling that complies with the following:

- 1. A single caretaker dwelling shall be incidental and accessory to the primary use of the property;
- 2. Shall not be larger than 1,200 square feet;
- 3. Be located within or attached to the principal structure utilizing complimentary and code compliant architectural materials;
- 4. Have a minimum of two parking stalls in a garage or carport dedicated to the caretaker dwelling;
- 5. One caretaker dwelling is allowed per principal use;
- 6. Occupied or rented only by a single employee or subcontractor (with or without family members) of the legal entity which owns the principal use being cared for. The caretaker shall be employed at least fifty percent of the time as an employee or subcontractor of the legal entity which occupies main building on the subject property; and
- 7. Any person occupying shall submit evidence of compliance with this Section upon request of the City.

~~DE~~. Small office uses associated with storage;

~~EF~~. Moving and storage facilities and businesses.

## **17.40 INDUSTRIAL ZONE**

### **17.40.040 Conditional uses.**

The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area and special uses as defined in Chapter 17.75 EMMC will be considered:

- A. Automobile gas/service stations;
- B. Automobile sales and/or service;
- C. Auto and truck repair, including auto body;
- D. Convenience store;
- E. Motels and hotels;
- F. Restaurants and banks (with drive-through service facilities);
- G. Printing, lithography and publishing establishments;
- H. Wholesale trade, warehousing, distribution and other operations characterized by the need for large truck and shipping establishments;
- I. Laundry and dry cleaning establishments;
- J. Contract construction services establishments;
- K. Commercial and industrial laundries;
- L. Self-storage or mini-storage units;

#### **M. Caretaker Dwelling that complies with the following:**

1. A single caretaker dwelling shall be incidental and accessory to the primary use of the property;
2. Shall not be larger than 1,200 square feet;
3. Be located within or attached to the principal structure utilizing complimentary and code compliant architectural materials;
4. Have a minimum of two parking stalls in a garage or carport dedicated to the caretaker dwelling;

5. One caretaker dwelling is allowed per principal use;

6. Occupied or rented only by a single employee or subcontractor (with or without family members) of the legal entity which owns the principal use being cared for. The caretaker shall be employed at least fifty percent of the time as an employee or subcontractor of the legal entity which occupies main building on the subject property; and

7. Any person occupying shall submit evidence of compliance with this Section upon request of the City.

~~MN~~. Light manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products. Such uses include, but are not limited to, food, beverages, apparel, textiles, pharmaceuticals, household appliances and plastics;

~~NO~~. Recycling facilities;

~~OP~~. Other businesses retailing goods and services or rendering personal services for a fee, except as otherwise regulated by the city's ordinances;

~~PQ~~. Other manufacturing businesses;

~~QR~~. Sexually oriented businesses;

~~RS~~. Moving and storage facilities and businesses;

~~ST~~. Indoor shooting range – special use.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                          |                       |                         |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>TITLE:</b>                          | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 17.75 Standards for Special Uses, and Sections 17.20.050 Conditional Uses (Agriculture Zone), 17.35.030 Land Use Table (Commercial Zones), and 17.40.040 Conditional Uses (Industrial Zone) Regarding Automobile Sales, Kennels, Racetracks, and Communication Facility Generators. |                       |                         |
| <b>ITEM TYPE:</b>                      | Development Code Amendment                                                                                                                                                                                                                                                                                                                                                                               |                       |                         |
| <b>FISCAL IMPACT:</b>                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                         |
| <b>APPLICANT:</b>                      | City-initiated                                                                                                                                                                                                                                                                                                                                                                                           |                       |                         |
| <b>GENERAL PLAN DESIGNATION</b><br>N/A | <b>CURRENT ZONE</b><br>N/A                                                                                                                                                                                                                                                                                                                                                                               | <b>ACREAGE</b><br>N/A | <b>COMMUNITY</b><br>N/A |

**PUBLIC HEARING:**  
Yes

**PREPARED BY:**  
Steven Lehmitz, Planning

**PRESENTED BY:**  
Steven Lehmitz

**RECOMMENDATION:**  
Approve with any revisions deemed warranted by the City Council.

**BACKGROUND:**  
EMMC 6.05.270 states that kennels are Conditional Uses in the Agriculture and Industrial Zones. This code amendment adds kennels to the conditional use list in those respective zones.

While working on providing information to an applicant for a concept plan, it was discovered that Automobile Sales and/or Minor Service, listed in EMMC 17.35.030 needed to have specific standards set forth and approved in Chapter 17.75. Further review of 17.35.030 revealed that all superscript 5s should be deleted from the table, as those uses had special use standards approved already. Special use standards have not been approved for motorized vehicle racetracks, so those are being presented for approval at this time. Adding racetracks as a conditional use in the Industrial Zone would be practical as those uses can be considered using the special uses standards.



In reviewing recent site plans for cell phone towers, exceptions were granted for generators. Now it is proposed that generators be allowed so far as they are in conformance with the Code.

**ITEMS FOR CONSIDERATION:**

As noted elsewhere, the attached proposed ordinance set adds kennels as a type of Conditional Use in the Agriculture and Industrial Zones, adds racetracks as a Conditional Use in the Industrial Zone, outlines Special Use standards for automobile sales and racetrack uses, and permits generators in conjunction with [the installation of] communication towers and related facilities. The amendment also removes superscript "5" from the Commercial Zone Land Use Table; the footnote stating, "These special uses are considered prohibited until special use standards specific to these uses are approved and included in Chapter 17.75 EMMC."

The addition of kennels was deemed a needed addition to code, as also the racetrack and automobile sales standards -- given recent interest in vehicle sales lots. Some months ago, the City Council approved a new cell tower at Cedar Valley High School. Mentioned in discussions regarding the same (and since) has been the need to allow for emergency backup generators in conjunction with cell towers' installation(s).

**REQUIRED FINDINGS:**

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

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

The Planning Commission recommends 5-0 that the City Council approve the request to amend Chapter 17.75 Standards for Special Uses and Sections 17.20.050 Conditional Uses (Agriculture Zone), 17.35.030 Land Use Table (Commercial Zones), 17.40.040 Conditional Uses (Industrial Zone) regarding automobile sales, kennels, racetracks, and communication facility generators with the following changes:

- 17.75.073(C)(1): "They will not cause traffic hazards or undue traffic congestion. This includes all loading and unloading of

vehicles, which should occur on-site or within a designated area offsite which prevents unsafe interaction with traffic;”

- 17.75.073(C)(2): “Spray painting of vehicles shall not be conducted outside. Spray painting of parts shall occur inside a fully enclosed building;”
- 17.75.073(C)(4): “Temporary canopy tents shall not be permitted when the tents are visible from the street except for special events associated with the subject business. Such events shall not be permitted for more than three days;” and
- 17.75.073(C)(7): “Automobiles being repaired shall be stored on-site behind a screened enclosure.”

**ATTACHMENTS:**

[ORD--EMMC Title 17 Changes - Automobile Sales, Kennels, Racetracks, Communication Facility Generators](#)

[EMMC 17.20.050, 17.35.030, 17.40.040, and 17.75 - Redlines](#)

**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE  
CHAPTER 17.75 STANDARDS FOR SPECIAL USES, AND SECTIONS 17.20.050  
CONDITIONAL USES (AGRICULTURE ZONE), 17.35.030 LAND USE TABLE  
(COMMERCIAL ZONES), 17.40.040 CONDITIONAL USES (INDUSTRIAL ZONE)  
(AUTOMOBILE SALES, KENNELS, RACETRACKS, & COMMUNICATION FACILITY  
GENERATORS)**

*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 17.75 Standards for Special Uses, and Sections 17.20.050 Conditional Uses (Agriculture Zone), 17.35.030 Land Use Table (Commercial Zones), and 17.40.040 Conditional Uses (Industrial Zone), 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 17.75 Standards for Special Uses, and Sections 17.20.050 Conditional Uses (Agriculture Zone), 17.35.030 Land Use Table (Commercial Zones), and 17.40.040 Conditional Uses (Industrial Zone).
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20<sup>th</sup> day of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah  
on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_ .

# Exhibit A



## Chapter 17.20 AGRICULTURE ZONE

### 17.20.050 Conditional uses.

The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:

- A. Limited processing of agricultural products.
- B. Radio, microwave or other transmission towers.
- C. Home businesses (as allowed by this title).
- D. Accessory dwelling units (ADUs) in accordance with the standards contained in this title.
- E. Commercial hunting areas as a temporary land use with no long-term vesting.
- F. Stables.
- G. Commercial riding arena.
- H. Equestrian center.
- I. Equine assisted therapy center.
- J. Kennels.

## Chapter 17.35 COMMERCIAL ZONES

### 17.35.030 Land use table.

This land use table contains the various land uses that are permitted, special, and prohibited uses in the commercial zones. Uses that are not listed in this table are prohibited.

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

S = Special (Special uses are permitted uses that must also comply with the standards listed in Chapter [17.75](#) EMMC that are specific to that type of use.)

BLANK = Prohibited

| Land Use Table                                                                                                                               |                                    |                                 |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|--------------------------------|
| LAND USE                                                                                                                                     | ZONING DISTRICT                    |                                 |                                |
|                                                                                                                                              | Commercial<br>Neighborhood<br>(CN) | Commercial<br>Community<br>(CC) | Commercial<br>Regional<br>(CR) |
| <b>RESIDENTIAL USES</b>                                                                                                                      |                                    |                                 |                                |
| Assisted Living Facility (12+ residents)                                                                                                     |                                    | S                               |                                |
| Assisted Living Facility (up to 12 residents)                                                                                                | P                                  | P                               |                                |
| Bed and Breakfast                                                                                                                            | P                                  | P                               |                                |
| Caretaker/Security Guard Dwelling Unit                                                                                                       |                                    |                                 |                                |
| Residential Juvenile Group Home;<br>Residential Facility for Persons with a Disability;<br>Residential Rehabilitation and Treatment Facility |                                    | S                               |                                |
| Skilled Nursing Facility; Transitional Care Facility                                                                                         |                                    | P                               |                                |
| <b>CIVIC/INSTITUTIONAL</b>                                                                                                                   |                                    |                                 |                                |
| Cultural and Entertainment Uses (theaters, museums, galleries, libraries, performing arts)                                                   |                                    | P                               | P                              |

|                                                                                                 |                |                |                |
|-------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| studios, movies, etc.)                                                                          |                |                |                |
| Schools (Public/Charter/Private)                                                                | S              | S              |                |
| Public/Civic Buildings and Facilities (city owned)                                              | P              | P              | P              |
| Public Parks, Plazas, Trails, and Open Space                                                    | P              | P              | P              |
| Religious or Cultural Meeting Halls                                                             | P              | P              | P              |
| Sports Facilities/Arenas/Fields (indoor)                                                        |                | P              | P              |
| Transit Stop (bus, light-rail)                                                                  | P              | P              | P              |
| <b>COMMUNICATION AND UTILITIES</b>                                                              |                |                |                |
| Communication Facilities and Towers                                                             | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |
| Electrical Substations and Power Transmission Lines                                             |                | S <sup>s</sup> | S <sup>s</sup> |
| Public and Private (with franchise agreement) Utility Underground Lines, Utility Buildings, and | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |

|                                                                                |                |                |                |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|
| Other Above Ground Structures                                                  |                |                |                |
| Public and Private Utility Equipment and Inventory Storage, Fenced or Enclosed | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |
| <b>COMMERCIAL/NONRESIDENTIAL USES</b>                                          |                |                |                |
| Adult Group Care Facility (nonresidential)                                     |                | P              |                |
| Animal Care Service                                                            |                | S <sup>s</sup> | S <sup>s</sup> |
| Athletic Instruction, Including Dance, Gymnastics, Martial Arts, etc.          | P              | P              | P              |
| Automobile Gas/Service Stations                                                | S              | S              | S              |
| Automobile Sales and/or Minor Service                                          |                | S              | S              |
| Automobile Service and Repair (minor)                                          |                | P              | P              |
| Automobile Service and Repair (including auto body)                            |                | P              | P              |
| Banks and Credit Unions                                                        | P              | P              | P              |
| Brewery (ancillary to a restaurant)                                            |                | P              | P              |

|                                                                     |                |   |                |
|---------------------------------------------------------------------|----------------|---|----------------|
| Car Wash                                                            |                | P | P              |
| Car Wash (ancillary to a gas/service station)                       | S <sup>s</sup> | P | P              |
| Check Cashing and Deferred Deposit Lenders <sup>3</sup>             |                |   | S <sup>s</sup> |
| Child Day Care Center or Preschool                                  | P              | P | P              |
| Construction and Equipment Sales/Rental                             |                |   | P              |
| Convenience Store; Corner Market                                    | P              | P | P              |
| Dialysis Center                                                     |                | P | P              |
| Fitness Center                                                      | P              | P | P              |
| Flex Office/Retail/Warehouse                                        |                |   | P              |
| Grocery Store, Small/Neighborhood (generally < 30,000 sq. ft.)      | P              | P | P              |
| Grocery Store, Medium/Community (generally 30,000 – 75,000 sq. ft.) |                | P | P              |
| Grocery Store, Large/Regional (generally > 75,000 sq. ft.)          |                |   | P              |



|                                                                                                                  |                |                |                |
|------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Hospital                                                                                                         |                |                | P              |
| Hotel <sup>4</sup>                                                                                               |                | P              | P              |
| Indoor Shooting Range                                                                                            |                | S              | S              |
| Laundry Services (no on-site dry cleaning)                                                                       | P              | P              | P              |
| Mortuary                                                                                                         |                | P              | P              |
| Office (medical, health care, professional)                                                                      | P              | P              | P              |
| Outdoor Sales and Display (including storage of materials, products, and equipment incidental to an allowed use) | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |
| Parking Garage                                                                                                   |                | S <sup>s</sup> | P              |
| Pawn Shop                                                                                                        |                |                | P              |
| Pharmacy (retail)                                                                                                | P              | P              | P              |
| Plant and Tree Nursery/Garden Center (with outside display; min. 1 acre lot)                                     | S <sup>s</sup> | P              | P              |
| Plasma, Blood Collection                                                                                         |                |                | P              |
| Race Tracks for Go-Carts, ATVs, and Other Motorized                                                              |                |                | S <sup>s</sup> |

|                                                                                                                           |                |                |                |
|---------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Sports Recreational Facilities                                                                                            |                |                |                |
| Reception/Conference/Meeting Center                                                                                       | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |
| Recreation (indoor)                                                                                                       |                | P              | P              |
| Recreational Vehicle Sales/Rentals                                                                                        |                | P              | P              |
| Restaurant or Bakery                                                                                                      | P              | P              | P              |
| Retail Sales, General <sup>1</sup>                                                                                        |                | P              | P              |
| Retail Sales, Neighborhood (generally < 5,000 sq. ft.) <sup>2</sup>                                                       | P              | P              | P              |
| Retail Sales, Regional (generally > 55,000 sq. ft.)                                                                       |                |                | P              |
| Salon (hair, nails, etc.)                                                                                                 | P              | P              | P              |
| State Liquor Store                                                                                                        |                | P              | P              |
| Temporary Sales (Christmas tree lots, farmers market or fruit/vegetable stands, fireworks, food trucks, snow cones, etc.) | S <sup>s</sup> | S <sup>s</sup> | S <sup>s</sup> |
| Tobacco Specialty Business                                                                                                |                | S <sup>s</sup> | S <sup>s</sup> |

- <sup>1</sup> Includes arts and crafts sales, body art facility, electronic media rental and sales, hardware and home improvement, pet store, and uses deemed similar or appropriate by the city.
- <sup>2</sup> Includes bookstore, copy center or postal center, floral sales, ice cream or dessert shop, and uses deemed similar or appropriate by the city.
- <sup>3</sup> Check cashing and deferred deposit lenders include any business that must register in accordance with Section [7-23-101](#) et seq., Utah Code Annotated.
- <sup>4</sup> Hotels offering extended stay must include a mix of extended stay and standard rooms (maximum 70 percent extended stay).
- <sup>5</sup> These special uses are considered prohibited until special use standards specific to these uses are approved and included in Chapter [17.75](#) EMMC.

## **Chapter 17.40 INDUSTRIAL ZONE**

### **17.40.040 Conditional uses.**

The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area and special uses as defined in Chapter 17.75 EMMC will be considered:

- A. Automobile gas/service stations;
- B. Automobile sales and/or service;
- C. Auto and truck repair, including auto body;
- D. Convenience store;
- E. Motels and hotels;
- F. Restaurants and banks (with drive-through service facilities);
- G. Printing, lithography and publishing establishments;
- H. Wholesale trade, warehousing, distribution and other operations characterized by the need for large truck and shipping establishments;
- I. Laundry and dry cleaning establishments;
- J. Contract construction services establishments;

K. Commercial and industrial laundries;

L. Self-storage or mini-storage units;

M. Light manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products. Such uses include, but are not limited to, food, beverages, apparel, textiles, pharmaceuticals, household appliances and plastics;

N. Recycling facilities;

O. Other businesses retailing goods and services or rendering personal services for a fee, except as otherwise regulated by the city's ordinances;

P. Other manufacturing businesses;

Q. Sexually oriented businesses;

R. Moving and storage facilities and businesses;

S. Indoor shooting range – special use.;

T. Kennels;

U. Racetracks for go-Karts, ATVs, and other motorized sports recreational facilities.

## **Chapter 17.75 STANDARDS FOR SPECIAL USES**

### **17.75.073 Automobile sales and/or minor service**

Automobile sales and/or minor service operations may be permitted only where:

A. Nuisance. They will not be a nuisance to residences and other surrounding uses.

B. Automobile Display Areas. Automobile displays are subject to the following restrictions:

1. Display areas shall not be permitted in rights-of-ways, walkways, sidewalks, park strips, and required landscape buffers;
2. Display areas shall be designated through the site plan approval process;
3. Display areas shall be of concrete, asphalt, or another impervious surface;
4. Display areas shall be a minimum of ten feet inside the back of the sidewalk;

5. Display areas shall comply with the clear vision triangle setbacks;
6. Vehicles in the display area shall not exceed a maximum height of ten feet, such height including both the vehicle and display surface as measured from the height of the nearest sidewalk to the highest point of the vehicle.

C. Operating Conditions.

1. They will not cause traffic hazards or undue traffic congestion. This includes all loading and unloading of vehicles, which should occur on-site;
2. Spray painting of vehicles shall not be conducted. Spray painting of parts shall occur inside a fully enclosed building;
3. Accessory sales activities (i.e., tires, parts, seat covers, floor mats, window tinting, sound systems, etc.) shall not occur outside a fully enclosed building;
4. Temporary canopy tents shall not be permitted when the tents are visible from the street;
5. All signage shall conform to the standards in Chapter 17.80 EMMC;
6. Junkyard or automobile dismantling activities shall not be conducted;
7. Automobiles being repaired shall be stored on-site.

## **Chapter 17.75 STANDARDS FOR SPECIAL USES**

### **17.75.074 Racetracks for go-karts, ATVs, and other motorized sports recreational facilities**

Racetracks for go-karts, ATVs, and other motorized sports recreational facilities may be permitted only where:

- A. Nuisance. They will not be a nuisance to residences and other surrounding uses:
  1. Noise shall comply with Chapter 8.15 EMMC;
  2. Lighting shall comply with Chapter 17.56 EMMC.
- B. Fencing. Racetracks and associated facilities that are not located within a building shall be contained within a continuous solid fence no less than six feet in height for public safety purposes.



C. Operating Conditions.

1. During non-operating hours, all motorized vehicles shall be kept within a locked enclosure.

## **Chapter 17.75 STANDARDS FOR SPECIAL USES**

### **17.75.091 Communication facilities and towers**

This section is inclusive of wireless telecommunication, radio, microwave, and other transmission towers.

Communication facilities and towers may be permitted only where:

A. General. The following development standards shall be applicable to all facilities regardless of the facility type or zone within which the facility is proposed to be located:

1. The proposed facility shall be located on an approved structure and/or site in conformance with this code. If a proposed facility site does not conform to this code, the carrier shall submit and have approved a plan to bring the structure and/or site into conformance with the code prior to completion and operation of the proposed facility.
2. Any associated mechanical or electrical equipment shall be completely screened from view, from rights-of-way, on-site parking areas and adjacent properties, with a solid fence or wall.
3. The proposed facility, including associated mechanical and electrical equipment, shall not be located within a public right-of-way.
4. The proposed facility shall conform to the requirements of this title, this code, and other laws, including pertinent federal regulations of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).
5. Copies of required permits from pertinent federal agencies establishing compliance with applicable federal regulations shall be filed with the city prior to the issuance of any permit for a proposed facility.
6. The proposed facility shall conform to applicable development standards set forth in this section.
7. Lightning rods shall not be included in the height calculation for any facility.

8. Antennas and equipment boxes on the utility poles shall be painted to match the pole to which it is attached to minimize visual impacts.

9. ~~Generators or~~ ~~n~~ Noise producing venting systems shall not be used.

10. Lighting for aircraft is prohibited except where required by federal law.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                 |                                                                                                                                                                                                                     |                |                  |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 2.16.030 Hiring and Employment Terms to Remove Reference to a Six-Month Severance Stipulation. |                |                  |
| <b>ITEM TYPE:</b>               | Ordinance                                                                                                                                                                                                           |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                                                                                                     |                |                  |
| <b>APPLICANT:</b>               |                                                                                                                                                                                                                     |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                                                                                 | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**PREPARED BY:**

Marcus Draper, Admin

**PRESENTED BY:**

City Attorney Marcus Draper

**RECOMMENDATION:**

Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 2.16.030 Hiring and Employment Terms to remove reference to a six-month severance stipulation.

**BACKGROUND:**

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

[ORD--EMMC 2.16.030 Hiring and Employment Terms](#)

[EMMC 2.16.030 Hiring and Employment Terms - Redlines](#)

**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING  
THE EAGLE MOUNTAIN MUNICIPAL CODE,  
SECTION 2.16.030 HIRING AND EMPLOYMENT TERMS  
(CITY ADMINISTRATOR SEVERANCE)**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code, Section 2.16.030 Hiring and Employment Terms, 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 enact Eagle Mountain Municipal Code, Section 2.16.030 Hiring and Employment Terms.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20th of June, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20<sup>th</sup> day of June, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_ .



# Exhibit A

**2.16.030 Hiring and employment terms.**

The term of employment, salary, benefits, duties, and termination of the city administrator shall be set out in a written contract. The city council shall by a majority vote approve the contract of a city administrator, except the mayor shall act as a voting member of the city council with respect to approval of the contract for a city administrator. The city administrator shall serve as an at-will employee subject to termination at any time with or without cause, ~~and the contract for the city administrator shall not include severance benefits that exceed six months of salary and benefits.~~



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                 |                                                                                                                                      |                |                  |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | AGREEMENT - Approving an Amended and Restated Agreement between Eagle Mountain City and Paul Jerome for City Administrator Services. |                |                  |
| <b>ITEM TYPE:</b>               | Agreement                                                                                                                            |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                      |                |                  |
| <b>APPLICANT:</b>               |                                                                                                                                      |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                  | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**PREPARED BY:**

Marcus Draper, Admin

**PRESENTED BY:**

City Attorney Marcus Draper

**RECOMMENDATION:**

Staff recommends the City Council consider an amended and restated agreement between Eagle Mountain City and Paul Jerome for City Administrator Services, and if approved, authorize the Mayor to sign the contract.

**BACKGROUND:**

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

[Amended and Restated Agreement for City Administrator Services](#)

**AMENDED AND RESTATED AGREEMENT**  
**between**  
**EAGLE MOUNTAIN CITY**  
**and**  
**PAUL JEROME**  
**for**  
**CITY ADMINSTRATOR SERVICES**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between Eagle Mountain City, a municipal corporation ("City") and Paul Jerome ("Employee"), collectively referred to as the Parties.

WHEREAS, the City desires to retain the expertise and services of Paul Jerome to serve as the City Administrator and as an employee of Eagle Mountain City;

WHEREAS, it is the desire of the Eagle Mountain Municipal Council ("Council") to provide benefits and to establish conditions of employment for the Employee;

WHEREAS, the Council desires to retain the services of the Employee, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and provide a just means for terminating Employee's services should the City desire to terminate his employment; and

WHEREAS, Employee desires to be retained as an employee of the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The City hereby agrees to employ Paul Jerome as its City administrator to perform the duties and functions of that position as set forth in the Eagle Mountain City Employee Policies and Procedures Manual ("Policy Manual"), the job description, the Eagle Mountain Municipal Code ("Code"), and this Agreement.
2. Employee will receive a salary in the amount of \$154,500 beginning \_\_\_\_\_. Employee's salary shall be payable in installments at the same time as all other City employees. Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the City.
3. All provisions of the Policy Manual and any statutes, ordinances, rules, or regulations relating to leave, retirement, pension system contributions, holidays, health (including dental and vision) and life insurance, and all other benefits and working conditions as they now exist or may hereafter be amended or adopted shall also apply to Employee. The following additional benefits shall also apply:

- a. City agrees to budget and to pay for the professional dues and subscriptions of Employee as determined are appropriate for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, recognizing that these are also for the good of the City.
  - b. City agrees to budget and to pay for the costs of travel, lodging, per diem, and other expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee.
  - c. Except for unusual circumstances necessitating use of a City vehicle, Employee shall use his personal vehicle for City business and City agrees to pay Employee a monthly car allowance of \$500. Should travel be required of greater than 50 miles (one-way), Employee shall be entitled to reimbursement at the IRS standard mileage rate.
  - d. City recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or pay for such general expenses. These expenses may include, but are not limited to, meals where City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints, as well as state and City ethics and purchasing policies.
4. During the term of this Agreement, Employee shall devote all of his professional time to the duties of City Administrator and shall not hold a separate job or perform services other than volunteer, religious, social, or other community services. The City may approve exceptions to this requirement in writing following a vote of the City Council and approval by the Mayor.
5. In accordance with the Code, Employee shall work under the direction of the Mayor in the administration of City affairs; however, Employee shall be responsive to the direction of the Council as a body, as well as the requests of individual members of the Council. Such requests shall not interfere with the administrative duties required by the Mayor.
6. Employee shall serve at the pleasure of the City and may be terminated with or without cause in accordance with the Code, provided that the City may not terminate employee without cause within six months of January 1<sup>st</sup> following any municipal election in which there is a new Mayor or member of Council who takes office.
7. In the event that Employee is terminated, City shall pay a payment equal to 12 months salary at Employee's then rate of pay in a lump sum within 15 days of termination. City shall also pay a lump sum amount equivalent to the amount the City would have contributed to health, dental, vision, and life insurance premiums. In the event that Employee is terminated because of a criminal conviction of a felony or for malfeasance in office, City shall not be obligated to pay these severance payments.



8. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties hereto and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
9. Except as specifically stated in the preceding paragraph, this Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.
10. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.
11. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
12. Any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
13. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.
14. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding.

[Signatures appear on following page]

EAGLE MOUNTAIN CITY

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

---

Tom Westmoreland  
Mayor

---

Paul Jerome



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                     |                             |                |                  |
|-------------------------------------|-----------------------------|----------------|------------------|
| <b>TITLE:</b>                       | Legislative Priorities List |                |                  |
| <b>ITEM TYPE:</b>                   | Discussion                  |                |                  |
| <b>FISCAL IMPACT:</b>               |                             |                |                  |
| <b>APPLICANT:</b>                   |                             |                |                  |
| <b>GENERAL PLAN<br/>DESIGNATION</b> | <b>CURRENT ZONE</b>         | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**PREPARED BY:**

Cliff Strachan, Admin

**PRESENTED BY:**

Cliff Strachan, Director of  
Legislative Affairs

**RECOMMENDATION:**

**BACKGROUND:**

EMMC 2.15.100 establishes a legislative priorities list to clarify by adoption or amendment the authorized ongoing priorities of the city council and to provide direction to the city administrator in prioritizing the day-to-day activities of the director of legislative affairs. The list is provided for information and discussion. The city council may make changes to the list of priorities via majority vote.

Several items listed have new updates as denoted in the column "Date of Last Update" being the current council meeting.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

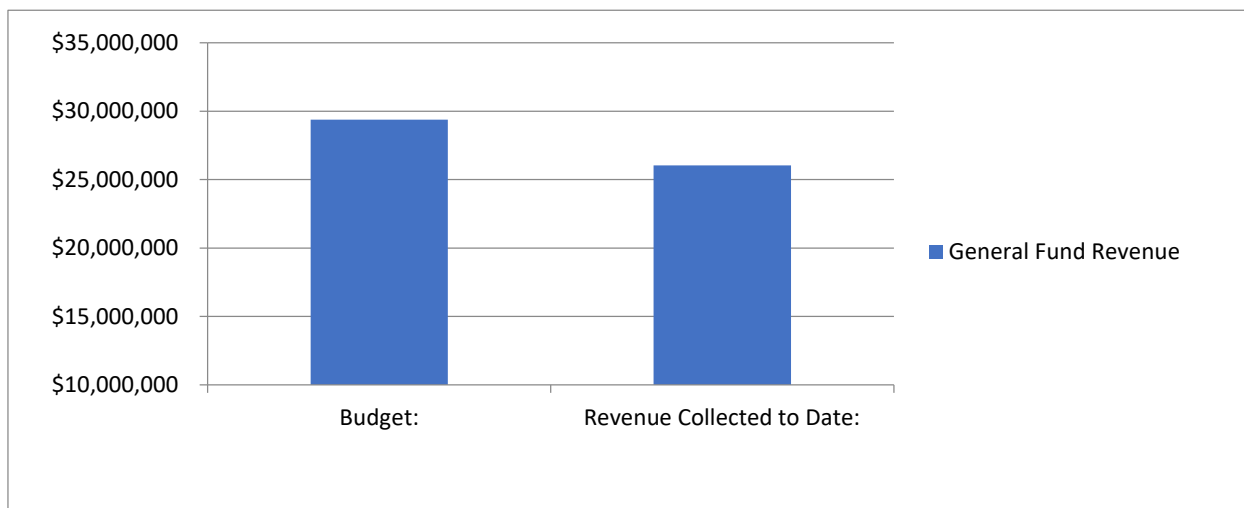
# EXECUTIVE SUMMARY OF REVENUES AND EXPENSES\*

## Through May 2023

### GENERAL FUND

#### General Fund Revenues

**Budget:** \$ 29,380,967  
**Revenue Collected to Date:** \$ 26,047,241  
**Percent of Total Budget Collected:** 89%  
**Percent of Year Completed:** 92%

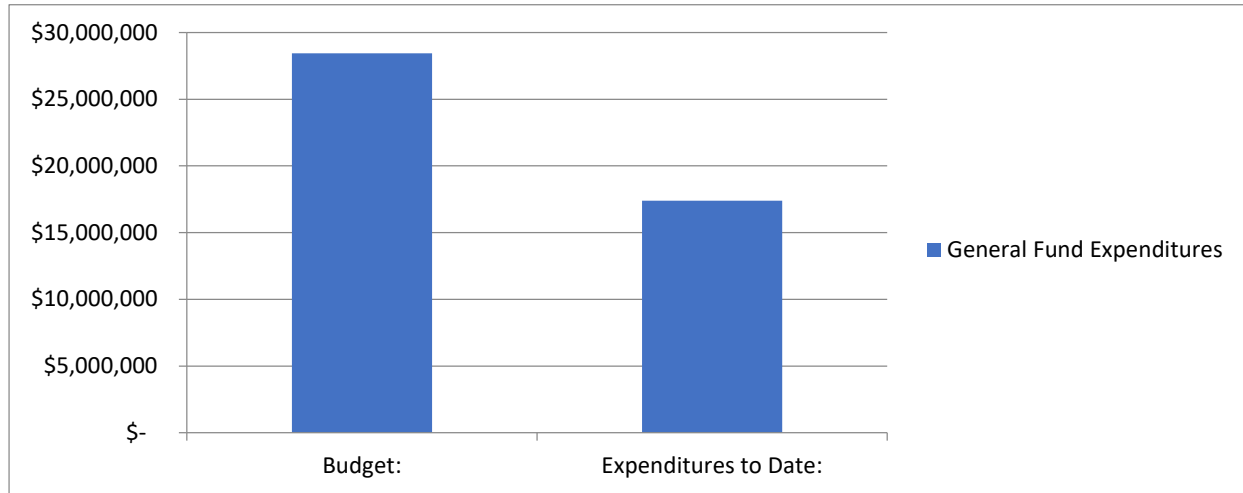


#### Revenue Analysis

| Major Revenue Sources        | Budget          | To Date         | % Collected |
|------------------------------|-----------------|-----------------|-------------|
| Taxes                        | \$16,430,317.00 | \$15,461,100.13 | 94.10%      |
| Licenses and Permits         | \$25,000.00     | \$29,523.16     | 118.09%     |
| Planning Building & Eng Fees | \$5,756,500.00  | \$2,384,596.04  | 41.42%      |
| Intergovernmental Revenue    | \$4,251,534.00  | \$4,592,771.68  | 108.03%     |
| Charges for Services         | \$186,000.00    | \$299,221.66    | 160.87%     |
| Recreation                   | \$93,000.00     | \$118,643.00    | 127.57%     |
| Utility Revenue              | \$3,500.00      | \$28,818.32     | 823.38%     |
| Fines & Forfeitures          | \$107,000.00    | \$207,045.99    | 193.50%     |
| Miscellaneous Revenues       | \$158,400.00    | \$473,997.99    | 299.24%     |
| Interfund Transfers          | \$1,659,716.00  | \$1,502,827.26  | 90.55%      |
| Special Revenues & Resources | \$710,000.00    | \$948,695.76    | 133.62%     |

### General Fund Expenditures

**Budget:** \$ 28,433,648  
**Expenditures to Date:** \$ 17,394,697  
**Percent of Total Budget Expended:** 61%  
**Percent of Year Completed:** 92%



### **Expense Analysis**

|                                  | Budget         | To Date        | % Expended |
|----------------------------------|----------------|----------------|------------|
| 11 Executive                     | \$3,892,666.00 | \$2,971,840.22 | 76%        |
| 18 Boards Commissions & Councils | \$2,513,963.00 | \$1,421,228.82 | 57%        |
| 19 Non-Departmental              | \$2,492,554.00 | \$1,905,385.99 | 76%        |
| 21 Public Safety                 | \$5,461,011.00 | \$4,156,484.58 | 76%        |
| 32 Planning & Zoning             | \$1,495,081.00 | \$947,788.02   | 63%        |
| 33 Building Inspections          | \$1,576,899.00 | \$1,069,236.40 | 68%        |
| 41 Public Works                  | \$6,223,338.00 | \$4,705,564.10 | 76%        |
| 61 Interfund Transfers           | \$4,778,136.00 | \$217,169.29   | 5%         |

Note:



## ENTERPRISE FUNDS

### Enterprise Fund Revenues

**Budget:** \$ 39,432,774  
**Revenue Collected to Date:** \$ 28,484,106  
**Percent of Total Budget Collected:** 72%  
**Percent of Year Completed:** 92%



### Revenue Analysis

|                     | Budget          | To Date         | % Received |
|---------------------|-----------------|-----------------|------------|
| 51 Water Fund       | \$23,783,425.00 | \$15,154,645.07 | 64%        |
| 52 Sewer Fund       | \$12,140,349.00 | \$9,788,097.33  | 81%        |
| 57 Solid Waste Fund | \$2,263,000.00  | \$2,237,343.40  | 99%        |
| 59 Storm Drain Fund | \$1,246,000.00  | \$1,304,020.18  | 105%       |

Fund 51 - Water Fund:

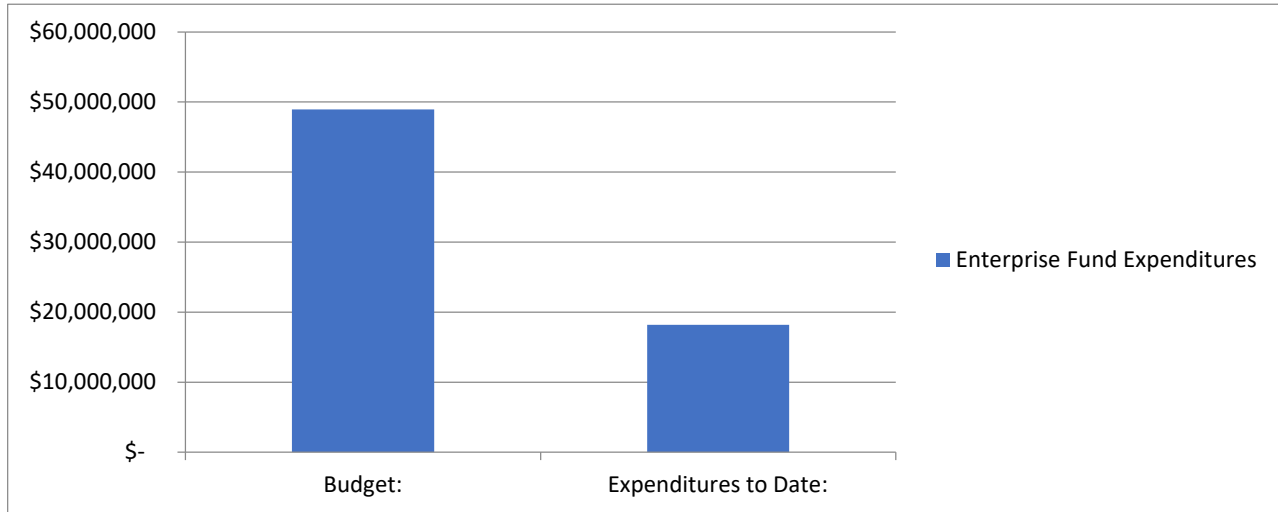
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

### Enterprise Fund Expenditures

|                                          |    |            |
|------------------------------------------|----|------------|
| <b>Budget:</b>                           | \$ | 48,940,628 |
| <b>Expenditures to Date:</b>             | \$ | 18,182,211 |
| <b>Percent of Total Budget Expended:</b> |    | 37%        |
| <b>Percent of Year Completed:</b>        |    | 92%        |



### **Expense Analysis**

|                     | Budget          | To Date        | % Expended | % Yr.<br>Completed |
|---------------------|-----------------|----------------|------------|--------------------|
| 51 Water Fund       | \$31,296,275.00 | \$8,633,113.48 | 28%        | 92%                |
| 52 Sewer Fund       | \$13,667,158.00 | \$7,068,979.95 | 52%        | 92%                |
| 57 Solid Waste Fund | \$2,791,712.00  | \$1,843,118.90 | 66%        | 92%                |
| 59 Storm Drain Fund | \$1,185,483.00  | \$636,999.14   | 54%        | 92%                |

Note:

Water Fund includes \$22 M. for capital project funding.

Sewer Fund includes \$5.1 M. for capital project funding.

## IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

| FUND NAME                          | Fund Balance as of<br>05/31/2023 | Committed<br>Balance | Available<br>Balance | Projected<br>Available<br>Balance by<br>6/30/23** |
|------------------------------------|----------------------------------|----------------------|----------------------|---------------------------------------------------|
| 11 - Water Impact Fee Fund         | \$24,464,845                     | \$19,782,231         | \$4,682,614          | \$4,818,444                                       |
| 12 - Wastewater Impact Fee Fund    | \$3,172,533                      | \$3,960,804          | (\$788,271)          | (\$742,127)                                       |
| 15 - Parks/Trails Impact Fee Fund  | \$7,108,024                      | \$5,992,889          | \$1,115,135          | \$1,240,693                                       |
| 16- Public Safety Impact Fee Fund  | \$73,052                         |                      | \$73,052             | \$75,358                                          |
| 17 -Stormwater Impact Fee Fund     | \$3,240,203                      | \$2,364,030          | \$876,173            | \$898,347                                         |
| 18 -Transportation Impact Fee Fund | \$2,783,870                      |                      | \$2,783,870          | \$2,866,172                                       |

**\*\*Available balance + the average of the future facilities impact fee collected and projected out.**

\*Unaudited figures - adjusting entries will be done throughout the fiscal year.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JUNE 20, 2023**

|                                     |                                        |                |                  |
|-------------------------------------|----------------------------------------|----------------|------------------|
| <b>TITLE:</b>                       | Fiscal Year 2023 Fraud Risk Assessment |                |                  |
| <b>ITEM TYPE:</b>                   | Communication Item                     |                |                  |
| <b>FISCAL IMPACT:</b>               |                                        |                |                  |
| <b>APPLICANT:</b>                   |                                        |                |                  |
| <b>GENERAL PLAN<br/>DESIGNATION</b> | <b>CURRENT ZONE</b>                    | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**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:**

[Fraud Risk Assessment](#)



# Fraud Risk Assessment

Continued

\*Total Points Earned: 355/395 \*Risk Level: Very Low Low Moderate High Very High  
> 355 316-355 276-315 200-275 < 200

|                                                                                                                                                                                                                                                                                                                                                                                   | Yes        | Pts |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| 1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?                                                                                                                                                                                                                          | <u>200</u> | 200 |
| 2. Does the entity have governing body adopted written policies in the following areas:                                                                                                                                                                                                                                                                                           |            |     |
| a. Conflict of interest?                                                                                                                                                                                                                                                                                                                                                          | <u>5</u>   | 5   |
| b. Procurement?                                                                                                                                                                                                                                                                                                                                                                   | <u>5</u>   | 5   |
| c. Ethical behavior?                                                                                                                                                                                                                                                                                                                                                              | <u>5</u>   | 5   |
| d. Reporting fraud and abuse?                                                                                                                                                                                                                                                                                                                                                     | <u>5</u>   | 5   |
| e. Travel?                                                                                                                                                                                                                                                                                                                                                                        | <u>5</u>   | 5   |
| f. Credit/Purchasing cards (where applicable)?                                                                                                                                                                                                                                                                                                                                    | <u>5</u>   | 5   |
| g. Personal use of entity assets?                                                                                                                                                                                                                                                                                                                                                 | <u>5</u>   | 5   |
| h. IT and computer security?                                                                                                                                                                                                                                                                                                                                                      | <u>5</u>   | 5   |
| i. Cash receipting and deposits?                                                                                                                                                                                                                                                                                                                                                  | <u>5</u>   | 5   |
| 3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?                                                                                                                                                                                                                                                     | <u>0</u>   | 20  |
| a. Do any members of the management team have at least a bachelor's degree in accounting?                                                                                                                                                                                                                                                                                         | <u>10</u>  | 10  |
| 4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?                                                                                                                                                                                                                                                        | <u>20</u>  | 20  |
| 5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date? | <u>20</u>  | 20  |
| 6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?                                                                                                                                                                  | <u>20</u>  | 20  |
| 7. Does the entity have or promote a fraud hotline?                                                                                                                                                                                                                                                                                                                               | <u>20</u>  | 20  |
| 8. Does the entity have a formal internal audit function?                                                                                                                                                                                                                                                                                                                         | <u>0</u>   | 20  |
| 9. Does the entity have a formal audit committee?                                                                                                                                                                                                                                                                                                                                 | <u>20</u>  | 20  |

\*Entity Name: Eagle Mountain City

\*Completed for Fiscal Year Ending: 2023 \*Completion Date: 06/12/2023

\*CAO Name: Paul A. Jerome \*CFO Name: Kimberly Ruesch

\*CAO Signature: [Signature] \*CFO Signature: [Signature]

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

|                                                                                                                                                                                                                                                         | Yes | No | MC* | N/A |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|-----|
| 1. Does the entity have a board chair, clerk, and treasurer who are three separate people?                                                                                                                                                              | X   |    |     |     |
| 2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?                                                                                                      | X   |    |     |     |
| 3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".                                                                      | X   |    |     |     |
| 4. Are all the people who have access to blank checks different from those who are authorized signers?                                                                                                                                                  | X   |    |     |     |
| 5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?                                                          | X   |    |     |     |
| 6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?                                                                                               | X   |    |     |     |
| 7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".                                                                                | X   |    |     |     |
| 8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".                                                      | X   |    |     |     |
| 9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A". | X   |    |     |     |
| 10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?                                                                                                                        | X   |    |     |     |
| 11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".                                                                                                            | X   |    |     |     |
| 12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".                                                                                                           | X   |    |     |     |

\* MC = Mitigating Control

## **UPCOMING AGENDA ITEMS**

### Upcoming Items

Consolidated Fee Schedule Update – Impact Fees

### Planning Items

A to Z Building Blocks Site Plan

Eagle Mountain Pet Care

Parkway Fields Phases D & E Preliminary Plats

Rose Ranch MDP, Rezone, and Preliminary Plat

### Code Amendments

Golf Course Netting

Hotel Height

Internal ADU Connection Clarification

Multifamily Building Height

Solar Panel Protection