



EAGLE MOUNTAIN CITY COUNCIL MEETING

June 18, 2024, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. INFORMATION ITEMS

This is an opportunity for City staff 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 - Growth & Mobility Vision Study Draft RFP](#)
[RFP for EM-SS Technical Assistance Grant II Project](#)

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 discussion reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 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. BOND RELEASES

- 9.A [Harmony Phase A, Plat 10 - Into Warranty](#)
[Bond Release Letter](#)
[Recorded Plat](#)

- 9.B Eagle Point Townhomes Plat D - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.C Eagle Point Townhomes Plat E - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.D Market Place at Eagle Mountain Town Center - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.E Scenic Mountain Phase C, Plat 1 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.F Scenic Mountain Phase C, Plat 2 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

10. MINUTES

- 10.A May 29, 2024 Meeting Minutes - Special Joint Session
[DRAFT - 05.29.2024 Minutes](#)
- 10.B June 4, 2024 Meeting Minutes - Regular City Council
[DRAFT - 06.04.2024 Minutes](#)

11. RESOLUTIONS

- 11.A [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Pony Express Memorial Cemetery Rules and Regulations.](#)
[RES--Cemetery Rules and Regulations Amendment](#)
[Cemetery Rules and Regulations - Redlines](#)
[Exhibit B Headstone Specifications](#)
- 11.B [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Staff to Waive Building Permit Fees in New Park Subdivision.](#)
[RES--Waiving Building Permit Fees](#)
- 11.C [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with Perry Land Investments, LLC for the Acquisition of a Right-of-Way along Old Airport Road.](#)
[RES--Perry ROW Purchase Agreement Amendment](#)
[Perry ROW Purchase Agreement - Redlines](#)
- 11.D [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Governing Documents for Firefly Public Infrastructure Districts One through Ten.](#)
[RES--Firefly PID Governing Documents - First Amendment](#)
[First Amendment to Firefly PID Governing Documents - Repayment at Conveyance to End](#)

User Language

Mill Levy Calculation (3 Mills vs \$780 Weighted Average Cap)

SCHEDULED ITEMS

12. PUBLIC HEARINGS ONLY

- 12.A PUBLIC HEARING - Regarding an Interlocal Agreement with the City of Saratoga Springs and the Town of Fairfield, with the written support of Cedar Fort, to begin the creation of a new school district pursuant to the provisions of Utah Code § 53G-3-301.4

BACKGROUND: *(Presented by Staff)* Eagle Mountain City Council entered into an Interlocal Agreement with the City of Saratoga Spring and the Town of Fairfield, with the written support of Cedar Fort, to begin the creation of a new school district pursuant to the provisions of Utah Code 53G-3-301.4. In addition, on May 21, 2024, the City Council received a feasibility study from Lewis Robertson Burningham Public Finance Advisors, Inc., and previously received a feasibility study from MGT Education on the feasibility of the new school district creation. A 45-day public comment period to begin on May 21, 2024 and will end on July 5, 2024. A minimum of two public hearings are required, the first of which was scheduled on June 13, 2024, and the second on Tuesday, June 18, 2024, to consider public comment on the feasibility studies and recommendations contained therein on the creation of the new school district.

- 12.B PUBLIC HEARING - Pursuant to Utah Code 10-3-818(2)(b)(i), a Public Hearing is Being Conducted to Consider Public Comment on Proposed Compensation Increases for Executive Officers in the Fiscal Year 2024-2025 Budget.

BACKGROUND: *(Presented by Administrative Services Director Kimberly Ruesch)* In the 2024 legislative session, the Utah legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to hold a public hearing separate from any other public hearing prior to adopting a final budget or a final amended budget that includes proposed compensation increases for executive municipal officers.

[Executive Municipal Officers Proposed Compensation Increases](#)

13. ORDINANCES/PUBLIC HEARINGS

- 13.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fifth and Final Amendment to the Fiscal Year 2023-2024 Annual Budget.

BACKGROUND: *(Presented by Administrative Services Director Kimberly Ruesch)* State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the fifth and final budget amendment for Fiscal Year 2023-2024.

[ORD--FY 2024 Budget Amendment #5 - Final
Budget Amendment 06.18.2024](#)

- 13.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2024-2025 Budget and the Certified Tax Rate.

BACKGROUND: *(Presented by Administrative Services 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 7, 2024 and a public hearing was held on June 4, 2024. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2024-2025.

[ORD--FY 2025 Budget and Certified Tax Rate Adoption](#)
[Final Budget 06.18.2024](#)
[2024 Certified Tax Rate](#)
[Changes Since 05.07.2024 Tentative Budget](#)

13.C [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 17.30, Historic Zones.](#)

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed ordinance enacts Eagle Mountain Municipal Code Chapter 17.30, Historic Zones to assist the City in sharing and enforcing its development rules in a consistent and legally supportable manner, while awaiting rezoning of some properties in the community, to bring them into compliance with 2024 codes.

[ORD--EMMC 17.30 Historic Zones](#)
[Historic Zones Code Amendment](#)
[Current vs. Historical Residential Densities Comparison Tables](#)

13.D [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and Enacting Chapter 17.64 Retaining Walls.](#)

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed ordinance clarifies the defined term "durable materials," provides clarification regarding how much "painted hog wire" fencing is allowed in a residential fence section, specifies the kind and color of new or replacement fencing along the Ranches Parkway; and assigns more complete standards for retaining walls and addresses where they are prohibited.

[ORD--EMMC 16.35, 17.60, & 17.64 Fence & Retaining Walls](#)
[Retaining Wall & Fence Code Amendments](#)

14. **ORDINANCES**

14.A [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 10.10 Parking, Regarding Commercial Vehicle Parking Code Enforcement.](#)

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The City has had a number of instances in which parties have parked large commercial vehicles in residential zones for long periods of time. These events have caused significant issues for the surrounding properties. Conversely, the City has observed that the parking code as applied to food

trucks and food carts is unduly burdensome on small business owners. The proposed amendments are aimed at addressing these issues to better address the issues related to the parking of commercial vehicles in a residential zone.

[ORD--EMMC 10.10 Parking](#)
[EMMC 10.10 Parking - Redlines](#)

15. LEGISLATIVE ITEMS

15.A [UPDATE - Legislative Priorities List](#)
[Legislative Priorities List](#)
[Legislative Priorities List Updates](#)

15.B [DISCUSSION - Moderate Income Housing Plan Strategy Discussion: Mortgage Assistance Program](#)

16. CITY COUNCIL/MAYOR'S BUSINESS

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

17. 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.

18. COMMUNICATION ITEMS

18.A [Fiscal Year 2024 Fraud Risk Assessment](#)
[Fraud Risk Assessment FY 2024](#)

18.B [Upcoming Agenda Items](#)
[Upcoming Agenda Items](#)

19. 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 13th day of June, 2024, 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 18, 2024

TITLE:	DISCUSSION - Growth & Mobility Vision Study Draft RFP		
ITEM TYPE:	Presentation		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Evan Berrett

RECOMMENDATION:

BACKGROUND:

MAG has provided a special opportunity for Eagle Mountain & Saratoga Springs to use Technical Assistance Grant (TAG) funding to complete a project that would evaluate current growth trends & future growth plans of both cities and with that information identify misalignments and means of coordinating a shared vision for the West Utah County area. Following several meetings and reviews with City staff, MAG has completed a full draft of an RFP soliciting consultant services to aid in completing this project and is seeking the feedback of the City Councils of Eagle Mountain and Saratoga Springs before publishing.

ITEMS FOR CONSIDERATION:

Staff worked with MAG to determine the proper scope. The original scope was much larger and covered many different topics. Staff at Eagle Mountain and Saratoga Springs agreed that the scope should be restricted to evaluating current trends, analyzing existing plans and plans in development for misalignments, and evaluating opportunities to coordinate better in terms of transportation planning, zoning, and similar. Visioning is restricted to these terms wherein Eagle Mountain and Saratoga Springs would seek to demonstrate to the State and stakeholders that transportation and related planning is sufficiently prepared for additional investment.

Examples of things we would hope to accomplish in this project:

- Confirming road connections and alignments between Eagle Mountain and Saratoga Springs
- Confirming and expanding trails connections and alignments

between Eagle Mountain and Saratoga Springs

- Verifying zoning on the borders of each city does not create proximity issues. For example, residential in Eagle Mountain not immediately adjacent to Industrial in Saratoga Springs.
- Understanding alignments and capacities to expand intracity and intercity public transportation

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RFP for EM-SS Technical Assistance Grant II Project](#)

Request for Proposals to Facilitate an Interagency Action Plan for the Growth and Development of West Utah County

The Mountainland Association of Governments (MAG) requests proposals from select consultants to facilitate an Interagency action plan for the Growth and Development of West Utah County. All inquiries regarding this request should be directed to:

Daniel Wayne, Community Planning Manager

530-953-6828 (cell)

dwayne@mountainland.org

Date of request	June XX, 2024
Pre-Proposal Conference	A pre-proposal conference will be held virtually on June XX, 1pm to 2:30pm, MDT. Zoom Link: Link
Submittal Deadline	July XX, 2024, 5:00pm
Scope Summary	Technical consultant services are requested to: • Develop a West Utah County current trend scenario based on forecast trends and projections of current land development and transportation investment patterns. • Compare and contrast planned growth and development (i.e., locally and regionally adopted goals, objectives, strategies, and performance targets) versus actual development practices and investment patterns (i.e., the current trend scenario). • Engage interagency partners (i.e., Eagle Mountain City, Saratoga Springs City, MAG, UDOT, UTA, and others as identified) in prioritizing areas of misalignment that need to be remedied, and then facilitate the development of a coordinated interagency action plan to address these misalignments. A more detailed description of the project, including objectives, tasks, and deliverables, is provided in Attachments A and B.
Estimated Timeline	It is anticipated that the project will begin in July and take approximately 6-10 months to complete.
Budget	Based on competitive bids, not to exceed \$175,000.

Consultant Firms Invited to Submit a Proposal	EM and SS to pick 4-8 firms from the consultant pool to receive an invite to propose. For example: • PSOMAS • MHTN • Design Workshop • Planning Outpost • Landmark • Avenue Consultants • Arcadis • Township and Range • WCG • Parametrix
Submittal Instructions	Consultant firms invited to respond to this request should submit a proposal in PDF format to dwayne@mountainland.org. See Attachment C for required content and formatting.
Selection Process and Scoring Criteria	See Attachment D for scoring criteria.

MAG reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right to not proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described herein.

Attachment A:
PROJECT BACKGROUND AND OBJECTIVES,
RECENT PLANS AND RESOURCES, AND PROJECT AREA:

Project Background and Objectives:

Utah County is one of the fastest growing areas in Utah and the nation in terms of both percentage growth rate and numerical population growth. Within Utah County, much of this growth is concentrated in the cities of Eagle Mountain and Saratoga Springs. Between 2020 and 2050, Eagle Mountain's population is forecast to increase by 101,221 residents (+232%), while Saratoga Springs's population is forecast to increase by 95,735 residents (+252%).

Extensive local efforts have been carried out to effectively manage this growth and the impacts thereof. As in any area, discrepancies between local, regional, and state plans and investment strategies can and do occur. MAG, Eagle Mountain City, Saratoga Springs City, UDOT, and UTA would like to take a step back to evaluate any such discrepancies and misalignments, prioritize areas where all partners might work together to resolve these differences, and develop a shared playbook for moving forward in unity and efficiency.

Consultant services are requested to develop the technical backdrop and to facilitate this joint action plan. Specifically, proposals from qualified consultants are requested to:

- Develop a West Utah County current trend scenario based on forecast trends and projections of current land development and transportation investment patterns.
- Identify discrepancies and areas of misalignment between what is actually occurring (i.e., the current trend scenario) and what local, regional, and state partners say that they are working toward (i.e., the collective vision and goals for the future as documented in existing plans), and then help all parties understand how these discrepancies may affect the cities and region through performance metrics, visualizations, and other tools.
- Engage interagency partners (i.e., Eagle Mountain City, Saratoga Springs City, MAG, UDOT, UTA, and others as identified) in prioritizing areas of misalignment that need to be remedied.

The final deliverable will be a detailed documentation of the technical process and findings, and a coordinated interagency action plan.

Project Area:

The primary project study area includes the municipal boundaries and future annex areas of Eagle Mountain City and Saratoga Springs City, as well as consideration for the surrounding regionally-significant multimodal transportation network.

Recent Related Plans and Resources:

- [Utah County Growth Data](#)
- [Eagle Mountain Growth Data](#)
- [Eagle Mountain General and Master Plans](#)
- [Eagle Mountain Strategic Plan Goals](#)
- [Saratoga Springs Growth Data](#)
- [Saratoga Springs General and Master Plans](#)
- [Saratoga Springs Community-Based Strategic Plan](#)
- [Transplan50 Regional Transportation Plan](#) and [RTP Projects Map](#)
- [Wasatch Choice Vision](#)

Attachment B:
SCOPE OF WORK AND DELIVERABLES

Task		Description	Deliverables
Task 1: Project Kick-Off, Project Management, and Technical Advisory Committees			
1.1	Project Kick-off Meeting	The consultant will organize and lead a project kick-off meeting between Eagle Mountain, Saratoga Springs, MAG to discuss technical approach and political considerations and communication protocols and administrative processes (e.g., scheduling project management meetings, invoicing procedures, etc.).	Agendas, presentation materials, rosters, and minutes
1.2	City Council Work Session(s)	The consultant will support city staff in presenting the project at key project phases to report on progress and receive feedback and direction. If possible, this will include 1-2 joint work sessions with representation from both city councils, MAG, UTA, UDOT, and other key partners.	
1.3	Bi-weekly Project Management Meetings	The consultant will arrange and lead a regular schedule of bi-weekly project management meetings.	
1.4	Organize and Conduct Technical Advisory Committees	With assistance from the two cities, the consultant will create and host technical advisory committees as needed to inform the technical process and interagency strategic actions.	

Task 2: Assess Alignment Between Community Vision and Current Trend Future Scenario			
2.1	Assess Existing Community Plans, Policies, and Programs	The consultant will review and assess existing relevant community planning documents, including but not limited to land use, transportation, economic development, strategic action plans, and so forth.	Technical memo summarizing findings.
2.2	Update Existing Conditions and Trends	The consultant will gather community data and perform data analyses as needed. Data may include, but not be limited to, existing zoning and land use; existing and planned development; existing, planned, and proposed multimodal transportation infrastructure and services; current and projected demographics; population growth history and projections; housing inventory by type and affordability; current and projected economic activity and employment by type; existing and planned public utilities; environmentally sensitive lands; and travel data (modeled, household travel survey, etc.).	
2.3	Build Current Trends Future Scenario	The consultant will develop a 'Current Trend Scenario' based on the findings of Tasks 2.1 - 2.2. This scenario will include maps, charts, renderings, and other visualizations necessary for the public to envision the future course of West Utah County.	Current trend scenario, including maps, charts, renderings, and other visualizations, in digital format and large-scale print materials.
2.4	Compare and Contrast Community Expectations and Projected/ Forecast Conditions	Utilizing a range of consultant developed performance metrics, the consultant will identify gaps and misalignments between community vision, priorities, and actions, as documented in existing adopted plans and policy documents, compared to the Current Trends Future Scenario.	Technical memo describing findings and draft recommendations

Task 3: Final Report with Interagency Action Plan			
3.1	Develop Interagency Strategy for Reconciling Local, Regional, and State Plans, Policies, and Programs	Based on Task 2.4 and consultation with interagency partners, the consultant will identify and prioritize areas of misalignment that interagency partners would like to address collectively via a joint approach. The consultant will facilitate and develop a corresponding interagency action plan, including changes in policy, program, and investment strategies, as well as identifying areas that first require additional study/next steps.	Draft interagency action plan for the coordinated growth and development of West Utah County
3.2	Prepare Draft and Final Report	The consultant will combine prior technical memos and add an introduction, transition, findings, action plan, and technical appendices.	Final Report in electronic and print format (#30)with large-scale mapping
3.3	Present Final Report	The consultant will provide all necessary support to present the final report and action plan to the governing bodies of project partners.	

Attachment C:
REQUIRED CONTENT AND FORMAT

Proposals should be formatted consistent with the following headings and content, in the order shown. Please limit your total proposal to no more than 30 pages.

I. Cover Page

Please limit cover page content to project title, firm name, image(s), and logos.

II. Cover Letter

A brief introduction to your firm and your interest in the project.

III. Statement of Project Understanding

- Demonstrated understanding of the project setting/context.
- Demonstrated understanding of the intent, near-term objectives, and long-term desired outcomes of the project, as described in Attachment A and the pre-proposal conference.

IV. Technical Approach

- The proposed approach to project management, as needed to keep the project on time and within budget.
- The proposed engagement strategy and techniques employed to ensure a positive experience for the city, avoid common pitfalls, and achieve broad community consensus.
- The technical approach to addressing the needs and questions posed by the city, as described in Attachment A and the pre-proposal conference.
- The strategies employed to ensure the final plan is actionable.

V. Project Team and Relevant Experience

Present the project team and experience with similar projects that are relevant and transferable to the project.

VI. Schedule

Provide an estimated timeline for each task and the total project, based on an estimated project start date of July, 2024. It is anticipated that the project will take 6-10 months to complete.

VII. Budget

For each task, indicate the staff position; hourly rate; number of hours; direct expenses; and total cost. Subconsultants should be shown as a separate line item and ascribed to applicable tasks.

Attachment D: SELECTION AND DISQUALIFICATION PROCESS

Evaluation Process:

Members of an interagency panel will individually review and score consultant responses, followed by a panel discussion and a single consensus ranking. If necessary, the panel may choose to interview some or all of the proposing firms. Additional evaluation criteria, including effective communication and presentation skills, may be considered as part of the interview process.

Scoring Criteria:

Project Understanding (30 points):

- Demonstrated understanding of the project setting/context.
- Demonstrated understanding of the intent, near-term objectives, and long-term desired outcomes of the project, as described in this RFP and the pre-proposal conference.

Technical approach (30 points):

- The effectiveness of the proposed project management strategy for keeping the project on track and within budget.
- Steps proposed to ensure a positive experience for all project partners, avoiding common pitfalls, and achieving broad consensus on a shared path forward.
- Strategies proposed to ensure the final plan is actionable.

Project Team and Relevant Experience (30 points):

- Qualifications and experience of personnel on the proposed project team, including experience working on similar projects. Examples should include a discussion of real-world lessons learned, key takeaways, and best practices from these projects.

Value (10 points):

- Value of services provided for the proposed fee.
- Cost bids for the requested services must be equal or less than the advertised maximum project budget. If the proposed budget is less than the maximum allowable budget, the consultant may propose additional related work tasks within the maximum budget amount.

Disqualifications:

- Incomplete/Non-Responsiveness – Responses may be disqualified if any content is missing or is substantially inconsistent with the requested formatting (see Attachment B).
- Late Submission – Responses not received by the MAG Project Manager prior to the deadline stated on the cover sheet of this request for qualifications.

Post Selection Debrief (optional, upon request):

Firms not selected for the project may request a 30 minute debrief.



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

ENGINEERING

Monday, February 26, 2024

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

SUBJECT: Harmony phase 'A' plat 10 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



BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 10 Bond
Reduced
Revised

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-8671

1st Bond Release	
Original Bond Amount:	\$ 56,572.49
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 2,460.00
Amount Remaining in Bond :	\$ 54,112.49

Bond Releases Summary	
#1	\$ 2,460.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 2,460.00

2/26/2024

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0	LS	\$3,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Mobilization	1	0	LS	\$4,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	Clear & grub	89085	0	SF	\$0.09	\$0.00	0	0	100%	\$0.00	\$0.00
d	Rough grade	39532	0	SF	\$0.15	\$0.00	0	0	100%	\$0.00	\$0.00
e	Sawcut	3	0	EA	\$100.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Import fill - ROW	3135	0	TON	\$14.45	\$0.00	0	0	100%	\$0.00	\$0.00
g	Lot cut/fill	5187	0	CY	\$2.00	\$0.00	0	0	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	29250	0	SF	\$1.55	\$0.00	0	0	100%	\$0.00	\$0.00
b	6" road base	29250	0	SF	\$0.81	\$0.00	0	0	100%	\$0.00	\$0.00
c	9" subbase	39532	0	SF	\$0.87	\$0.00	0	0	100%	\$0.00	\$0.00
d	4" sidewalk/trail prep. w/base	8950	0	LF	\$1.50	\$0.00	0	0	100%	\$0.00	\$0.00
e	Construct 4" sidewalk	8950	0	LF	\$3.85	\$0.00	0	0	100%	\$0.00	\$0.00
f	Asphalt trail	2000	400	SF	\$4.15	\$1,660.00	0	2000	100%	\$1,660.00	\$1,660.00
g	ADA ramps & placards	6	0	EA	\$1,375.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	30" Curb & Gutter modified	2215	0	LF	\$24.60	\$0.00	0	0	100%	\$0.00	\$0.00
i	Street Signs	2	2	EA	\$200.00	\$400.00	0	2	100%	\$400.00	\$400.00
j	Stop signs	2	2	EA	\$200.00	\$400.00	0	2	100%	\$400.00	\$400.00
3	CULINARY WATER										
a	8" C-900 water line	1115	0	LF	\$45.85	\$0.00	0	0	100%	\$0.00	\$0.00
b	8" gate valve	4	0	EA	\$2,200.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	8" bend	4	0	EA	\$750.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	1" service	44	0	EA	\$2,010.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Fire Hydrant	3	0	EA	\$7,045.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Loop	1	0	EA	\$4,250.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Water collar	7	0	EA	\$405.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Connect to existing	4	0	EA	\$2,850.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	SEWER										
a	8" sewer main	345	0	LF	\$47.21	\$0.00	0	0	100%	\$0.00	\$0.00
b	48" Sewer manholes	1	0	EA	\$4,600.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	4" Sewer services	16	0	EA	\$1,470.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Connect to existing	1	0	EA	\$995.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Raise existing manhole to grade	1	0	EA	\$1,175.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Manhole collar	6	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$2,460.00					
Original 10% Bond Coverage						\$54,112.49					
TOTAL BOND AMOUNT:						\$56,572.49	Released this Period			\$2,460.00	

Christopher T. Trusty P.E.
Engineering Director

Date 2/26/24
Robert Ballif
Engineering Tech II

Date 2/26/24



DATE: Monday, February 26, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Harmony phase A plat 10 walk through-Updated**

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

Robert Ballif – EM Engineering Assistant

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

General Notes:

1. ~~As built CAD files.~~
2. All water cans to be checked at time of meter installation, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans need to have collar and EM City lid w/2-inch hole.
3. ~~Place street signs.~~
4. ~~Back behind the sidewalks.~~
5. Finish the asphalt pathway between the streets. Springtime.

Nathan St.:

1. Lot #1024 hole in the asphalt to be fixed my sewer manhole. Fix in the spring.
2. ~~Lot #1026 sewer manhole clean and venter sewer lid.~~
3. ~~Lot #1031 expansion board in the sidewalk tripping hazard, grind down.~~

Janie St.:

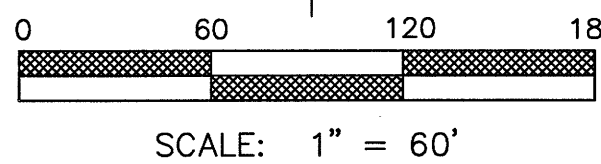
1. ~~Lot #1009 sewer manhole clean.~~
2. ~~Lot #1001 & 1015 expansion boards to be ground down, tripping hazard.~~
3. ~~Lot #1001 sewer manhole clean and add step. The first step is upside down and will need to be fixed.~~

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

HARMONY PHASE 'A' PLAT '10'

SITUATED IN SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

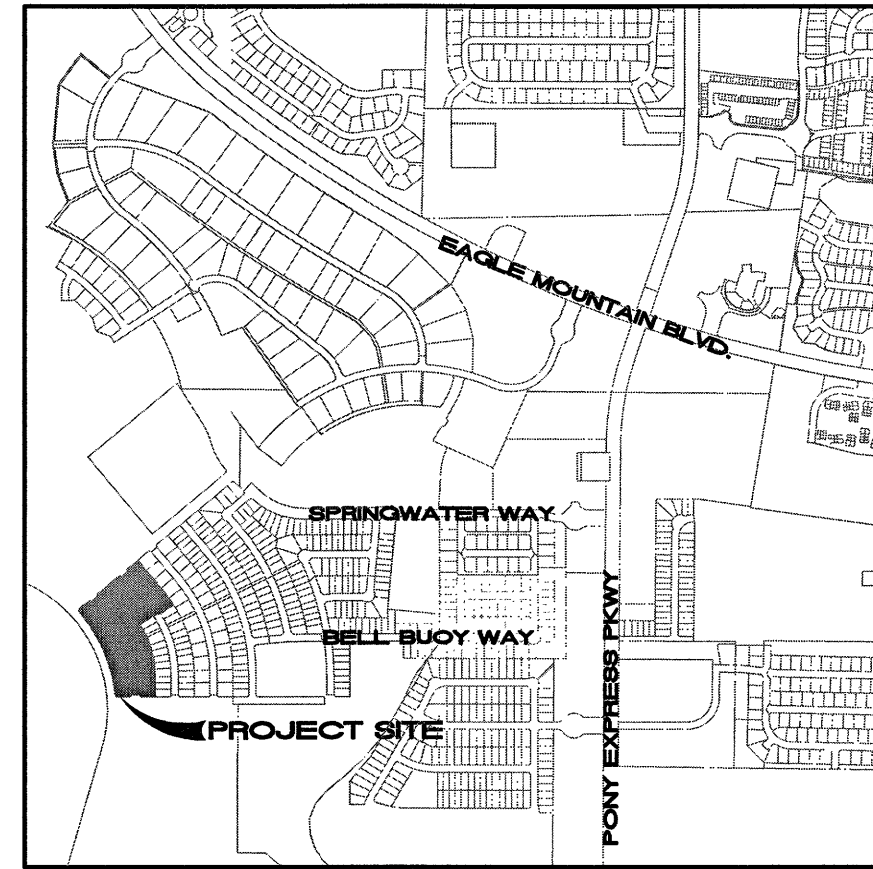
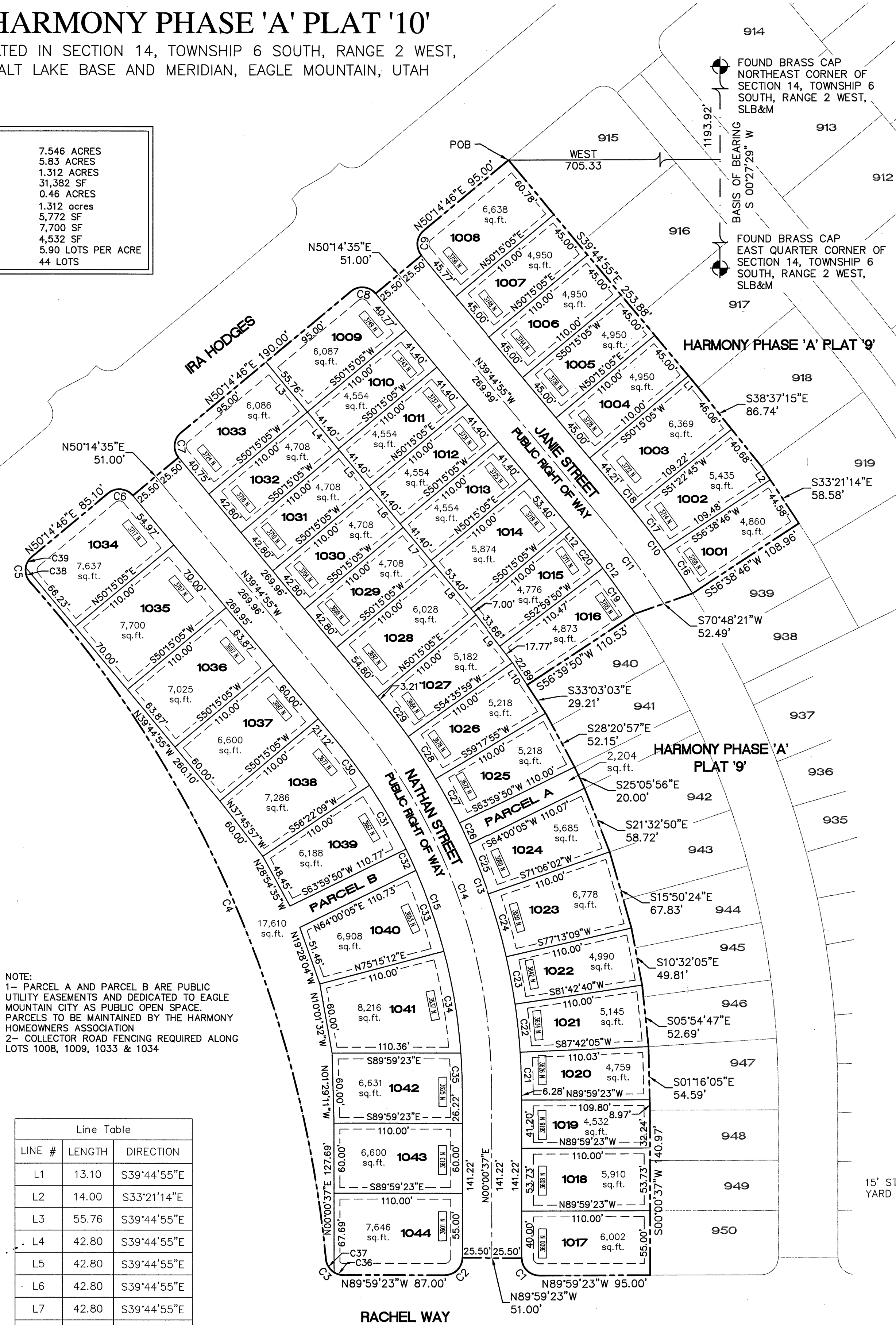
LAND USE	
ACREAGE:	7.546 ACRES
ACREAGE IN LOTS:	5.83 ACRES
PAVED AREA:	31,382 SF
OPEN SPACE:	0.46 ACRES
ACREAGE IN ROADS:	1.312 acres
AVERAGE LOT SIZE:	5,772 SF
LARGEST LOT SIZE:	7,700 SF
SMALLEST LOT SIZE:	4,532 SF
UNIT DENSITY:	5.90 LOTS PER ACRE
SINGLE FAMILY LOTS:	44 LOTS



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	23.56	15.00	90°00'00"	21.21
C2	23.56	15.00	90°00'00"	21.21
C3	22.11	15.00	84°26'20"	20.16
C4	643.32	1020.00	36°08'13"	632.71
C5	24.07	15.00	91°56'02"	21.57
C6	23.56	15.00	90°00'19"	21.21
C7	23.56	15.00	89°59'41"	21.21
C8	23.56	15.00	90°00'19"	21.21
C9	23.56	15.00	89°59'41"	21.21
C11	92.71	771.00	6°53'22"	92.65
C14	346.96	500.00	39°45'32"	340.04
C16	44.59	796.50	3°12'27"	44.58
C17	44.59	796.50	3°12'28"	44.59
C18	12.79	796.50	0°55'11"	12.79
C19	47.71	745.50	3°40'00"	47.70
C20	35.73	745.50	2°44'45"	35.72
C21	34.92	525.50	3°48'25"	34.91
C22	41.20	525.50	4°29'31"	41.19
C23	41.20	525.50	4°29'31"	41.19
C24	56.12	525.50	6°07'07"	56.09
C25	45.11	525.50	4°55'05"	45.09
C26	20.04	525.50	2°11'07"	20.04
C27	43.10	525.50	4°41'56"	43.08
C28	43.10	525.50	4°41'56"	43.08
C29	39.88	525.50	4°20'54"	39.87
C30	50.67	474.50	6°07'04"	50.64
C31	63.17	474.50	7°37'41"	63.13
C32	20.04	474.50	2°25'12"	20.04
C33	73.18	474.50	8°50'10"	73.10
C34	88.42	474.50	10°40'36"	88.29
C35	33.79	474.50	4°04'49"	33.78
C36	8.44	15.00	32°14'31"	8.33
C37	13.67	15.00	52°11'48"	13.20
C38	13.26	15.00	50°39'12"	12.83
C39	10.81	15.00	41°16'49"	10.57

NOTE:
1- PARCEL A AND PARCEL B ARE PUBLIC UTILITY EASEMENTS AND DEDICATED TO EAGLE MOUNTAIN CITY AS PUBLIC OPEN SPACE. PARCELS TO BE MAINTAINED BY THE HARMONY HOMEOWNERS ASSOCIATION.
2- COLLECTOR ROAD FENCING REQUIRED ALONG LOTS 1008, 1009, 1033 & 1034

Line Table		
LINE #	LENGTH	DIRECTION
L1	13.10	S39°44'55"E
L2	14.00	S33°21'14"E
L3	55.76	S39°44'55"E
L4	42.80	S39°44'55"E
L5	42.80	S39°44'55"E
L6	42.80	S39°44'55"E
L7	42.80	S39°44'55"E
L8	54.80	S39°44'55"E
L9	51.43	S37°42'37"E
L10	22.89	N33°03'03"W
L12	10.21	S39°44'55"E



VICINITY MAP

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

Questar Gas Company
dba Dominion Energy Utah

Approved this 11 day of August, 2023

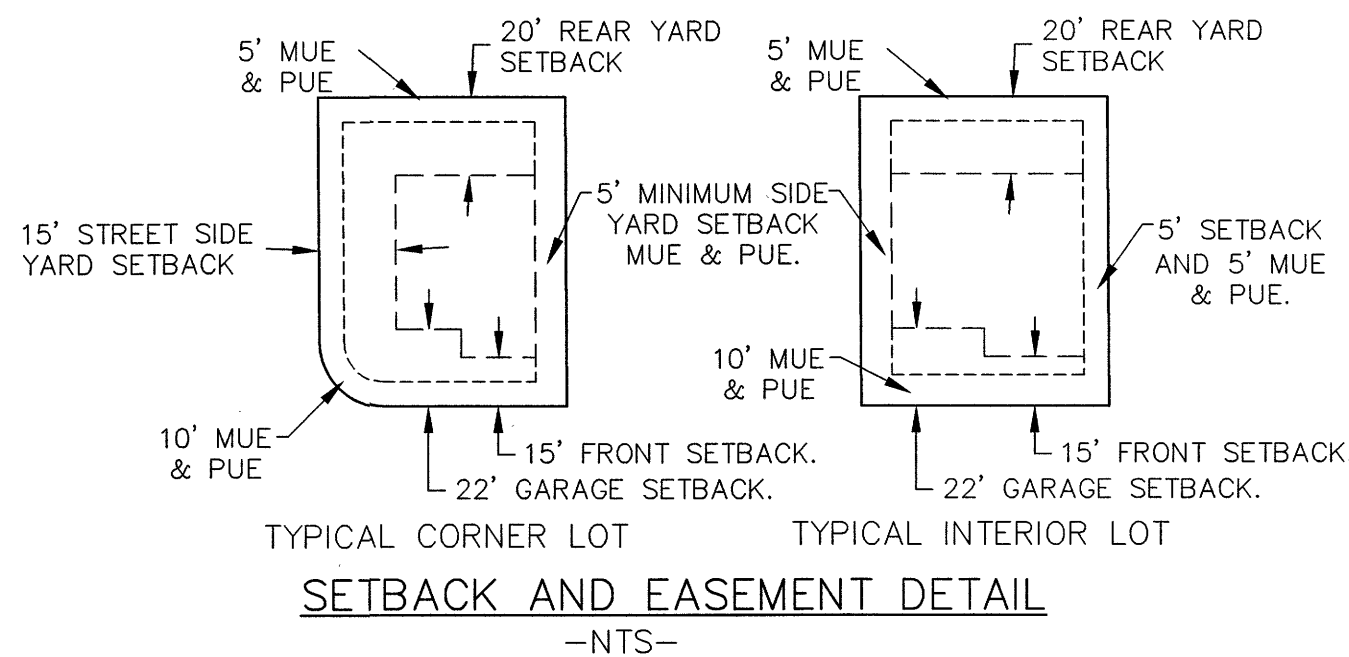
By: [Signature] Title: Gas construction rep

ROCKY MOUNTAIN POWER APPROVAL
1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 10-9-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
(1). A recorded easement of right of way
(2). The law applicable to prescriptive rights
(3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
(4). Any other provision of law

[Signature] 8/21/2023
ROCKY MOUNTAIN POWER DATE

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

[Signature] 8/18/2023
DIRECT COMMUNICATIONS DATE



TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 788-4444

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-12, I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

[Signature] Aug 11, 2023
(SURVEYOR), P.L.S. DATE

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 1193.92 feet along the section line and West 705.33 feet from the Northeast Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 39°44'55" East 253.88 feet; thence South 38°37'15" East 86.74 feet; thence South 33°21'14" East 58.58 feet; thence South 56°38'46" West 108.96 feet; thence South 70°48'21" West 52.49 feet; thence South 56°39'50" West 110.53 feet; thence South 33°03'03 East 29.21 feet; thence South 28°20'57" East 52.15 feet; thence South 25°05'56" East 20.00 feet; thence South 21°32'50" East 58.72 feet; thence South 15°50'24" East 67.83 feet; thence South 10°32'05" East 49.81 feet; thence South 05°54'47" East 52.69 feet; thence South 01°16'05" East 54.59 feet; thence South 00°00'37" West 140.97 feet; thence North 89°59'23" West 95.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 51.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'23" West 87.00 feet; thence Northwesterly 22.11 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 84°26'20" the chord of which bears North 47°46'13" West 20.16 feet; thence Northwesterly 643.32 feet along the arc of a 1020 foot radius curve to the left, through a central angle of 36°08'13" the chord of which bears North 23°37'10" West 632.71 feet; thence Northwesterly 24.07 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 91°56'02" the chord of which bears North 04°16'45" East 21.57 feet; thence North 50°14'46" East 85.10 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'19" the chord of which bears South 84°45'05" East 21.21 feet; thence North 50°14'35" East 51.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 89°59'41" the chord of which bears North 23°37'10" West 632.71 feet; thence Northwesterly 24.07 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 91°56'02" the chord of which bears North 04°16'45" East 21.57 feet; thence North 50°14'46" East 85.10 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'19" the chord of which bears South 84°45'05" East 21.21 feet; thence North 50°14'35" East 51.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 89°59'41" the chord of which bears North 05°14'55" East 21.21 feet; thence North 50°14'46" East 95.00 feet to the point of beginning.

Parcel contains: 7.546 acres

Basis of Bearing: the line between the Northeast Corner and the East Quarter Corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

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

OWNER(S):
PRINTED: Mike Hutchinson, President
BCP Development, Inc.
AUTHORIZED SIGNATURES:
[Signature] 8/19/2023

ACKNOWLEDGEMENT

On the 11th day of August, 2023, 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 Owner.

My Commission Expires 6/1/25
719363
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE: [Signature]
PRINTED NAME OF NOTARY: Matt Rosland
ANOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

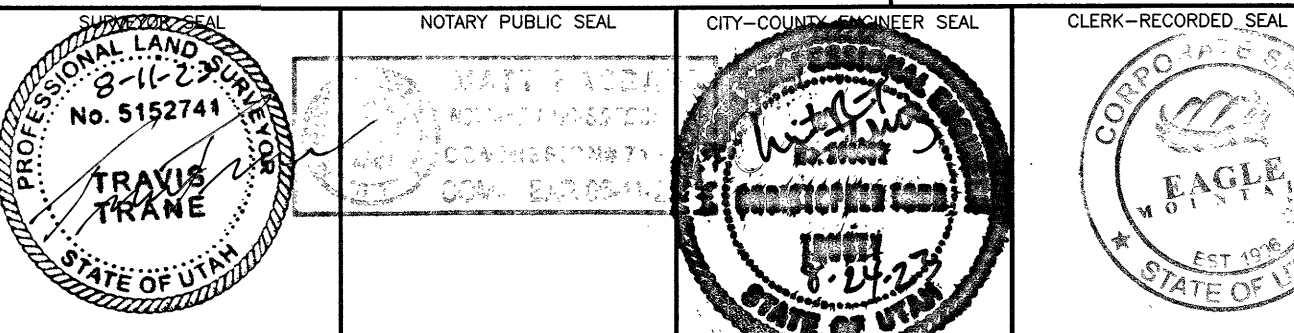
The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the period of use of the public this 11th day of August, 2023

APPROVED BY MAYOR: [Signature]
APPROVED BY CITY ATTORNEY: [Signature]
APPROVED BY CITY ENGINEER: [Signature]
(See Seal Below) ATTEST BY CITY RECORDER: [Signature]
(See Seal Below)

HARMONY PHASE 'A' PLAT '10'

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH



CHRISTOPHER TODD TRUSTY
No. 266052

ENT 20014-2024 MAP# 19168
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 for \$8 04124 PM FEE 142.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY



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

ENGINEERING

Thursday, June 6, 2024

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

SUBJECT: Eagle Point Town Homes plat 'D' out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Thursday, June 6, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Eagle Point Townhomes plats "D" & "E" walk through exit warranty-Updated**

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

Robert Ballif – Engineering Tech. 1

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

General:

- ~~1. Exit sewer video. Need the updated fixes sent 3/19/24.~~

Wolverine Wy. (plat D):

- ~~1. Storm drain manhole at Eagle MTN Blvd clean.~~

Aggie Dr.:

- ~~1. Intersection of Wolverine Way air vac manhole add step.~~

Wildcat Ln.:

- ~~1. Lot # 342 check storm drain manhole if it needs a clean or step added.~~

Eagle Point Ln.:

- ~~1. Lot #458 House #3965 Cosmos Dr. behind lot check sewer manhole covered, clean or add step. The trough is backing up and needs to be cleaned.~~

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

EAGLE POINT TOWNHOMES PLAT "D"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER
OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 1 OF 2

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN AS EAGLE POINT TOWNHOMES PLAT "D" AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE EAGLE POINT ROAD DEDICATION PLAT BOUNDARY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AS MAP FILING NO. 14711, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE 1262.75 FEET AND NORTH 132.70 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID EAGLE POINT ROAD DEDICATION PLAT THE FOLLOWING THREE (3) COURSES: 1) SOUTH 10°59'59" WEST 126.35 FEET; 2) SOUTHWESTERLY 171.32 FEET ALONG THE ARC OF A 205.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 27°38'33" WEST 166.38 FEET); 2) SOUTHWESTERLY 184.65 FEET ALONG THE ARC OF A 3738.09 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 05°06'53" WEST 184.63 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF EAGLE POINT TOWNHOMES PLAT "C" ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY 169675; 2021, THENCE ALONG THE BOUNDARY OF SAID EAGLE POINT PHASE "C" NORTH 82°02'57" WEST 316.86 FEET; THENCE NORTH 09°21'25" EAST 492.90 FEET TO THE SOUTH RIGHT-OF-WAY OF EAGLE MOUNTAIN BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 359.34 FEET ALONG THE ARC OF A 10046.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 77°58'34" EAST 359.32 FEET) TO THE POINT OF BEGINNING.

CONTAINING 3.59 ACRES, MORE OR LESS.

ENT 7045612022 Map # 18369
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 14 12:48 pm FEE 244.00 BY CH
RECORDED FOR EAGLE MOUNTAIN CITY

May 10, 2022
DATE

SURVEYOR
(SEE SEAL BELOW)

OWNERS' 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 10-90-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER HEREBY CONVEYS THE COMMON AREAS, AS INDICATED HEREON, TO THE DRH EAGLE POINT TOWNHOME OWNER'S ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 SOUTH GATEWAY PARK PLACE D-100, DRAPER, UTAH 84042.

Grenobl EAGLE POINT, LLC
PRINTED NAME OF OWNER A.J. Green AUTHORIZED SIGNATURE(S) Manager 05.19.2022

PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

LLC ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THIS 17th DAY OF May, A.D. 2022, PERSONALLY APPEARED BEFORE ME
A.J. Green, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY
ACKNOWLEDGED TO ME THAT S(HE) IS A [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF
Grenobl Eagle Point, LLC, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED
TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH
CAPACITY.
Kristen Beattie
WITNESS MY HAND OFFICIAL SEAL.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY PUBLIC FULL NAME: Kristen Beattie

COMMISSION NUMBER: 706467

MY COMMISSION EXPIRES: 01/03/2023

A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

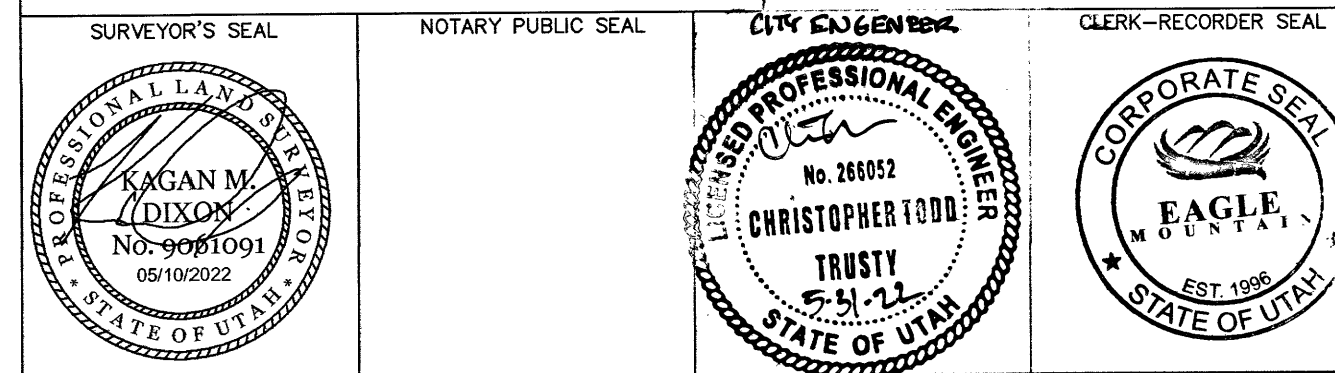
THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13 DAY OF June 2022.

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

EAGLE POINT TOWNHOMES PLAT "D" A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 13 AND THE SOUTHEAST QUARTER
OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE
2 WEST, SALT LAKE BASE AND MERIDIAN
SHEET 1 OF 2

RECORDING INFORMATION



TABULATIONS

TOTAL AREA	3.59 ACRES
TOTAL ACREAGE IN LOTS	1.08 ACRES
TOTAL COMMON AREA	1.58 ACRES
TOTAL IMPROVED COMMON AREA	0 ACRES
PUBLIC ROW DEDICATION	0.74 ACRES
PRIVATE ROW	0.35 ACRES
DRIVEWAYS/PARKING	811 SQ FT
TOTAL NUMBER OF LOTS	58
AVERAGE LOT FOOTPRINT SIZE	820 SQ FT
LARGEST LOT FOOTPRINT SIZE	792 SQ FT
SMALLEST LOT FOOTPRINT SIZE	16.16 UNITS/ACRE
OVERALL DENSITY	

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIED 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.

APPROVED BY DIRECT COMMUNICATIONS Cedar Valley 5/23/2022

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH
APPROVED THIS 23 DAY OF May, 2022

BY: Kimberly Ellmendorf
TITLE: Pres-Con

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27(4)-603(4)(G)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENT, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER
(1) A RECORDED EASEMENT OR RIGHT OF WAY
(2) THE LAW APPLICATION TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 80, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW
APPROVED BY ROCKY MOUNTAIN POWER 5/23/22

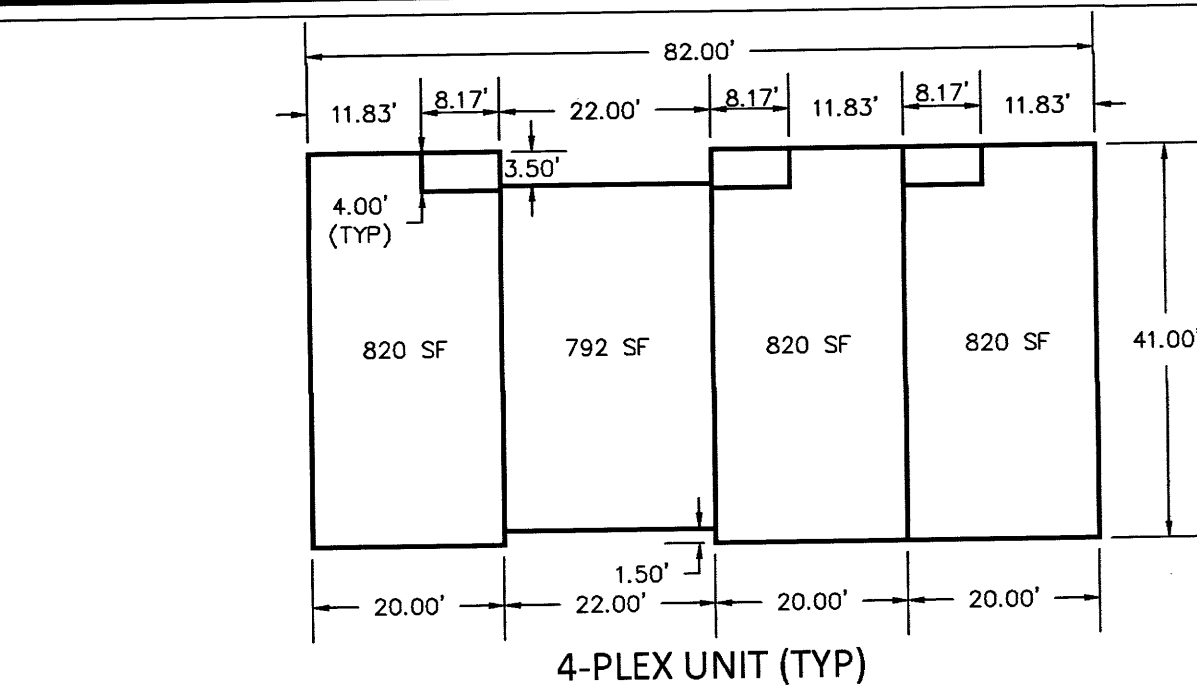
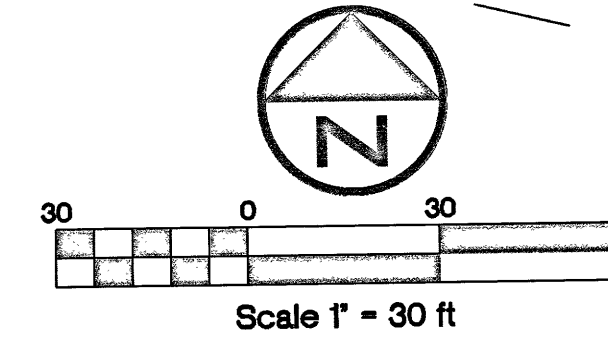


14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

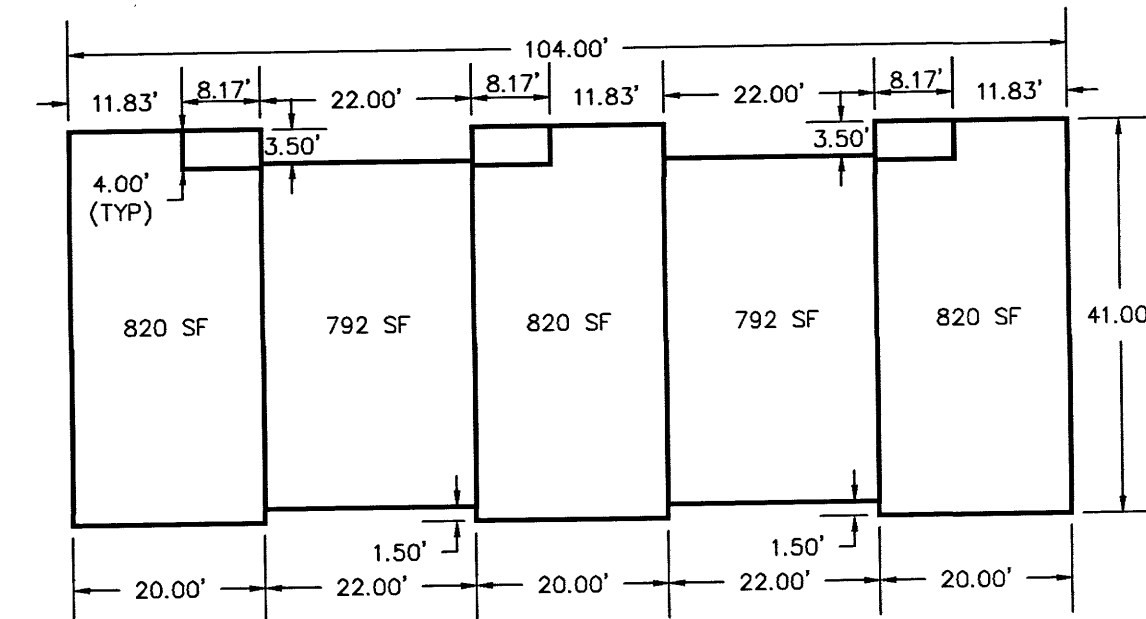
EAGLE POINT TOWNHOMES PLAT "D"

A RESIDENTIAL SUBDIVISION

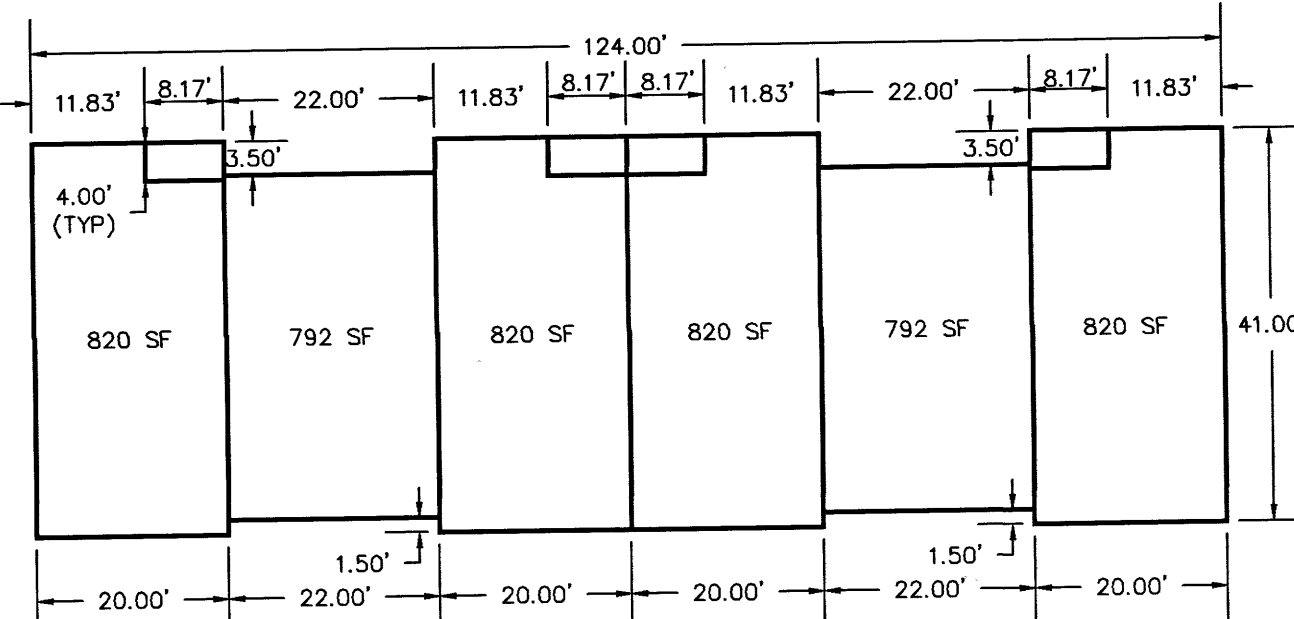
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13 AND THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SHEET 2 OF 2



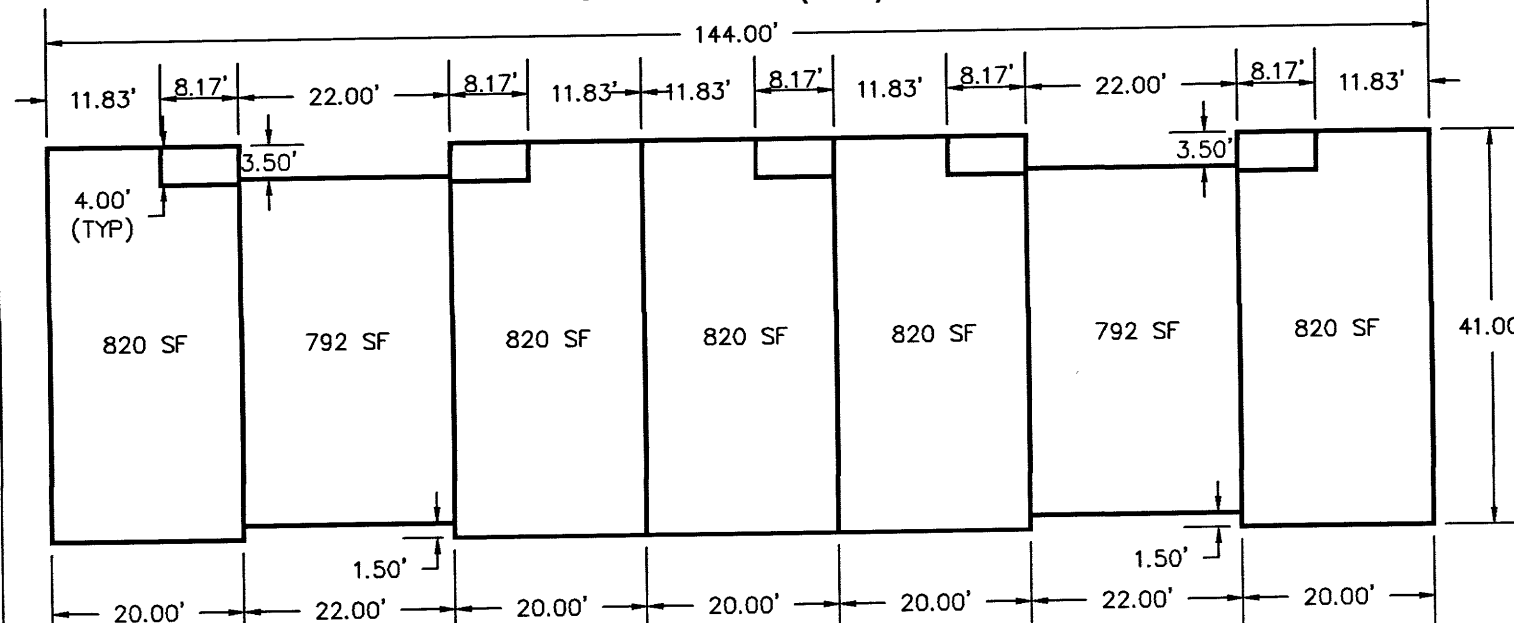
4-PLEX UNIT (TYP)



5-PLEX UNIT (TYP)



6-PLEX UNIT (TYP)



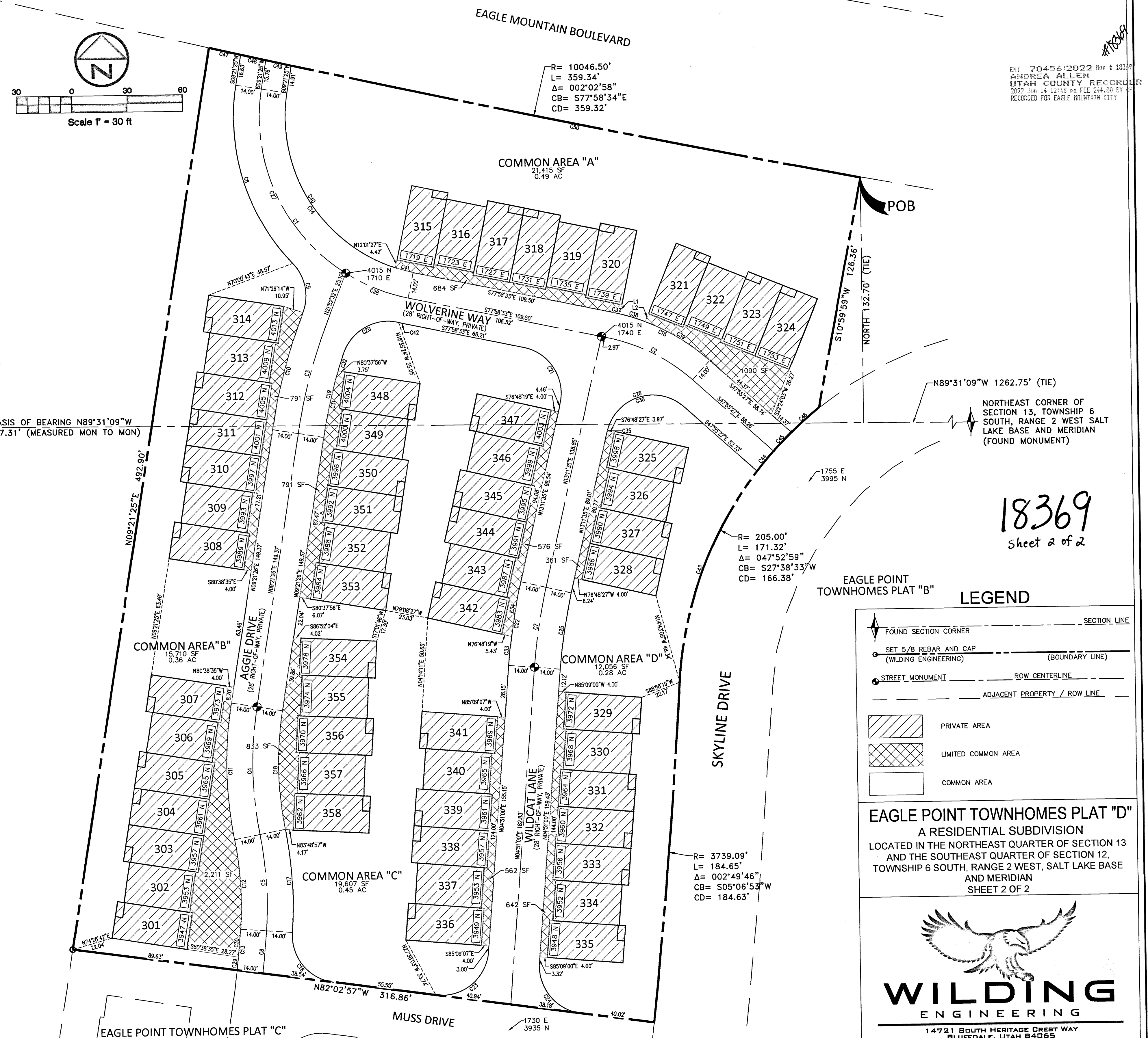
7-PLEX UNIT (TYP)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	152.42'	100.00'	87°19'58"	S34°18'34"E	138.09'
C2	52.45'	100.00'	30°03'06"	N62°57'00"W	51.85'
C3	65.55'	300.00'	12°31'06"	S15°36'59"W	65.42'
C4	69.48'	200.00'	19°54'11"	S00°35'40"E	69.13'
C5	52.27'	200.00'	14°58'28"	N03°03'31"W	52.12'
C6	23.09'	500.00'	2°38'46"	N05°45'06"E	23.09'
C7	43.68'	300.00'	8°20'35"	S09°01'17"W	43.64'
C8	104.75'	114.00'	52°38'47"	S16°57'59"E	101.10'
C9	28.75'	25.50'	64°36'03"	N10°59'21"W	27.25'
C10	65.51'	314.00'	11°57'15"	S15°20'03"W	65.39'
C11	74.34'	214.00'	19°54'11"	S00°35'40"E	73.97'
C12	48.61'	186.00'	14°58'28"	N03°03'31"W	48.47'
C13	22.23'	486.00'	2°37'15"	N05°44'20"E	22.23'
C14	131.09'	86.00'	87°19'58"	S34°18'34"E	118.76'
C15	59.79'	114.00'	30°03'06"	N62°57'00"W	59.11'
C16	38.49'	25.50'	86°28'40"	S38°48'37"E	34.94'
C17	55.93'	214.00'	14°58'28"	N03°03'31"W	55.77'
C18	64.61'	186.00'	19°54'11"	S00°35'40"E	64.29'
C19	46.36'	286.00'	9°17'13"	S14°00'02"W	46.31'
C20	37.68'	25.50'	84°39'12"	S60°58'15"W	34.34'
C21	40.58'	25.50'	91°10'08"	N32°23'29"W	36.43'
C22	45.72'	314.00'	8°20'35"	S09°01'17"W	45.68'
C23	41.44'	25.50'	93°06'03"	N51°24'01"E	37.02'
C24	38.68'	25.50'	86°53'57"	S38°35'59"E	35.07'
C25	41.64'	286.00'	8°20'35"	S09°01'17"W	41.61'
C26	52.91'	25.50'	118°52'58"	S72°38'04"W	43.92'
C27	116.01'	100.00'	66°27'58"	S23°52'34"E	109.81'
C28	36.42'	100.00'	20°52'01"	S67°32'33"E	36.22'
C29	7.08'	486.00'	0°50'06"	N06°37'55"E	7.08'

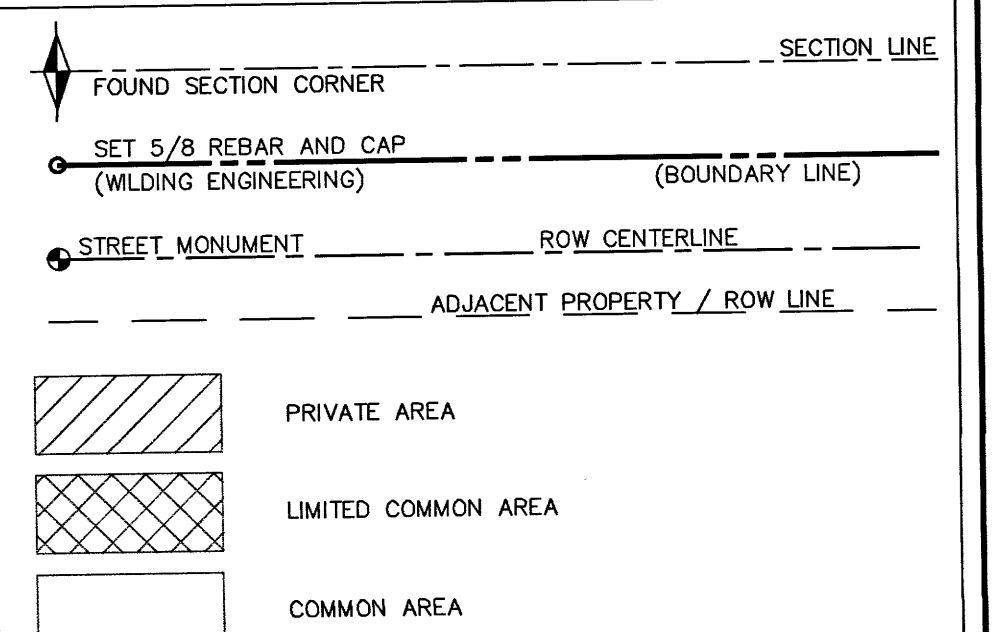
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C30	15.15'	486.00'	1°47'10"	N05°19'17"E	15.15'
C31	36.63'	286.00'	7°20'16"	S13°01'34"W	36.60'
C32	9.73'	286.00'	1°56'58"	S17°40'10"W	9.73'
C33	15.76'	314.00'	2°52'32"	S06°17'16"W	15.76'
C34	29.96'	314.00'	5°28'03"	S10°27'33"W	29.95'
C35	1.23'	25.50'	2°46'28"	S14°34'48"W	1.23'
C36	51.68'	25.50'	116°06'30"	S74°01'17"W	43.28'
C37	4.57'	114.00'	2°17'43"	N76°49'42"W	4.57'
C38	14.24'	114.00'	7°09'25"	N72°06'08"W	14.23'
C39	40.99'	114.00'	20°35'59"	N58°13'27"W	40.77'
C40	121.13'	86.00'	80°41'53"	S30°59'32"E	111.36'
C41	9.96'	86.00'	6°38'05"	S74°39'31"E	9.95'
C42	2.53'	114.00'	1°16'25"	S77°20'21"E	2.53'
C43	123.30'	205.00'	34°27'44"	S20°55'55"W	121.45'
C44	14.01'	205.00'	3°54'57"	S40°07'16"W	14.01'
C45	14.01'	205.00'	3°54'57"	S44°02'13"W	14.01'
C46	20.00'	205.00'	5°35'21"	S48°47'22"W	19.99'
C47	17.54'	10046.50'	0°06'00"	S77°00'05"E	17.54'
C48	14.03'	10046.50'	0°04'48"	S77°05'29"E	14.03'
C49	14.03'	10046.50'	0°04'48"	S77°10'17"E	14.03'
C50	313.75'	10046.50'	1°47'22"	S78°06'22"E	313.74'

NOTES:

- ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY THE OWNER UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT. THESE IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ALL LIMITED COMMON AND COMMON AREAS AS DESIGNATED ON THIS PLAT ALSO SHALL SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- FOR ALLOWED USES AND RESTRICTIONS FOR LIMITED COMMON AND COMMON AREAS, REFER TO THE HOMEOWNER'S ASSOCIATION COVENANTS, CONDITIONS, & RESTRICTIONS DOCUMENT.



LEGEND



EAGLE POINT TOWNHOMES PLAT "D"
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13
AND THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE
AND MERIDIAN
SHEET 2 OF 2



ENT 7045612022 Map # 18369
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 14 12:43 pm FEE 244.00 EY
RECORDED FOR EAGLE MOUNTAIN CITY

18369
Sheet 2 of 2



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

ENGINEERING

Thursday, June 6, 2024

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

SUBJECT: Eagle Point Town Homes plat 'E' out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Thursday, June 6, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Eagle Point Townhomes plats "D" & "E" walk through exit warranty-Updated**

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

Robert Ballif – Engineering Tech. 1

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

General:

- ~~1. Exit sewer video. Need the updated fixes sent 3/19/24.~~

Wolverine Wy. (plat D):

- ~~1. Storm drain manhole at Eagle MTN Blvd clean.~~

Aggie Dr.:

- ~~1. Intersection of Wolverine Way air vac manhole add step.~~

Wildcat Ln.:

- ~~1. Lot # 342 check storm drain manhole if it needs a clean or step added.~~

Eagle Point Ln.:

- ~~1. Lot #458 House #3965 Cosmos Dr. behind lot check sewer manhole covered, clean or add step. The trough is backing up and needs to be cleaned.~~

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

EAGLE POINT TOWNHOMES PLAT "E"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2

WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 1 OF 3

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN AS EAGLE POINT TOWNHOMES PLAT "E" AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERNMOST CORNER OF PARCEL "B", EAGLE POINT ROAD DEDICATION PLAT, ON FILE WITH THE UTAH COUNTY RECORDER AS ENTRY 69966/2015, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE 708.51 FEET AND SOUTH 77°26' FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING ALONG THE BOUNDARY OF SAID EAGLE POINT ROAD DEDICATION PLAT, NORTH 07°41'24" EAST 122.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAGLE MOUNTAIN BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY 315.78 FEET ALONG THE ARC OF A 10046.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (CHORD BEARS SOUTH 83°12'39" EAST 315.78 FEET); THENCE SOUTH 00°00'01" EAST 771.16 FEET TO THE NORTHERLY RIGHT-OF-WAY OF FALL STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 40.41 FEET ALONG THE ARC OF A 1450.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (CHORD BEARS NORTH 79°38'31" WEST 40.41 FEET); 2) NORTHWESTERLY 249.10 FEET ALONG THE ARC OF A 1025.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 85°48'21" WEST 248.48 FEET); THENCE NORTHWESTERLY 29.50 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 50°30'48" WEST 26.90 FEET) TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COSMOS DRIVE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY 491.59 FEET ALONG THE ARC OF A 1467.78 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 01°20'12" EAST 489.30 FEET); 2) NORTHWESTERLY 163.62 FEET ALONG THE ARC OF A 205.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 11°58'20" WEST 159.31 FEET) TO THE POINT OF BEGINNING. (CONTAINING 5.55 ACRES, MORE OR LESS)

ALSO:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF EAGLE POINT PLAT "C" ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY 168878/2021, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF FALL STREET, SAID POINT BEING NORTH 89°31'09" WEST ALONG THE SECTION LINE, 745.53 FEET AND SOUTH 797.85 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG FALL STREET RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY 321.08 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°16'38" EAST 319.61 FEET); 2) SOUTHEASTERLY 50.22 FEET ALONG THE ARC OF A 1500.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 79°48'10" EAST 50.22 FEET); THENCE SOUTH 170.75 FEET, THENCE NORTH 82°02'57" WEST 353.28 FEET TO THE EASTERLY BOUNDARY OF SAID EAGLE POINT PLAT "C", THENCE ALONG SAID BOUNDARY, NORTH 07°42'38" WEST 141.66 FEET TO THE POINT OF BEGINNING. (CONTAINING 1.37 ACRES, MORE OR LESS)

CONTAINING A SUM OF 6.92 ACRES, MORE OR LESS

May 10, 2022
DATE

[Signature]
SURVEYOR
(SEE SEAL BELOW)

OWNERS' 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 10-96-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

PURSUANT TO UTAH CODE 10-9A-604 (D), THE OWNER HEREBY CONVEYS THE COMMON AREAS, AS INDICATED HEREON, TO THE DRH EAGLE POINT TOWNHOME OWNERS' ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 SOUTH GATEWAY PARK PLACE D-100; DRAPER, UTAH 84042

Grenoble Eagle Point, LLC
PRINTED NAME OF OWNER A.J. Green

[Signature] OS.19.7.2022
AUTHORIZED SIGNATURE(S) Manager

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

LLC ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH } S.S.
ON THIS 19th DAY OF May A.D. 2022 PERSONALLY APPEARED BEFORE ME
A.J. Green, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY
ACKNOWLEDGED TO ME THAT S(HE) IS A [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF
Grenoble Eagle Point, LLC, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED
TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH
CAPACITY
[Signature]
WITNESS MY HAND OFFICIAL SEAL.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY PUBLIC FULL NAME: Kristen Beattie

COMMISSION NUMBER: 100461

MY COMMISSION EXPIRES: 01/03/2023

A NOTARY PUBLIC COMMISSIONED IN UTAH

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 13 DAY OF June 2022

[Signature]
APPROVED BY MAYOR

[Signature]
APPROVED BY CITY ATTORNEY

[Signature]
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

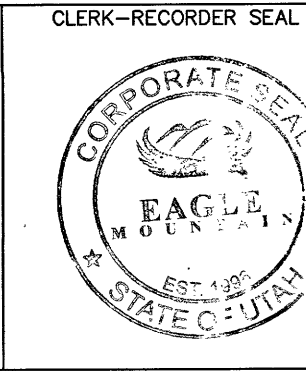
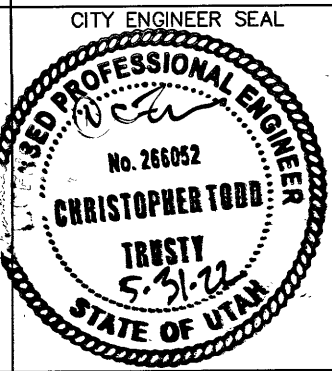
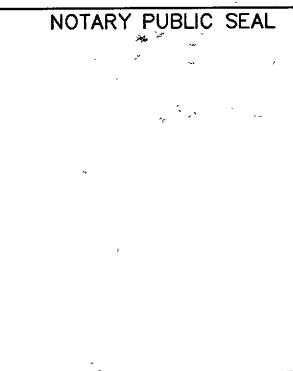
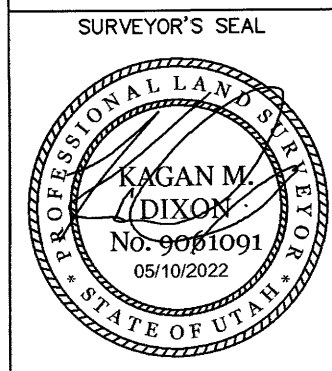
[Signature]
APPROVED BY CITY RECORDER
(SEE SEAL BELOW)

EAGLE POINT TOWNHOMES PLAT "E" A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST
QUARTER OF SECTION 13, TOWNSHIP 6
SOUTH, RANGE 2 WEST, SALT LAKE
BASE AND MERIDIAN
SHEET 1 OF 3

RECORDING INFORMATION

ENT 70877/2022 Map # 18373
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 15 14:05 PM FEE \$74.00 BY AR
RECORDED FOR EAGLE MOUNTAIN CITY



DIRECT COMMUNICATIONS

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

[Signature] 5/23/2022
DIRECT COMMUNICATIONS DATE

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-368-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH

APPROVED THIS 23 DAY OF May, 2022

By *[Signature]*
TITLE: Pres-Con

ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(c)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENT, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - (1) A RECORDED EASEMENT OR RIGHT OF WAY
 - (2) THE LAW APPLICATION TO PRESCRIPTIVE RIGHTS
 - (3) TITLE 54, CHAPTER 86, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
 - (4) ANY OTHER PROVISION OF LAW

[Signature]
ROCKY MOUNTAIN POWER

5/23/2022
DATE

TABULATIONS

TOTAL AREA	6.92 ACRES
TOTAL ACREAGE IN LOTS	2.16 ACRES
TOTAL COMMON AREA	2.97 ACRES
TOTAL IMPROVED COMMON AREA	2.97 ACRES
PUBLIC ROW DEDICATION	0 ACRES
PRIVATE ROW	1.47 ACRES
DRIVEWAYS/PARKING	0.61 ACRES
TOTAL NUMBER OF LOTS	116
AVERAGE LOT FOOTPRINT SIZE	811 SQ FT
LARGEST LOT FOOTPRINT SIZE	820 SQ FT
SMALLEST LOT FOOTPRINT SIZE	792 SQ FT
OVERALL DENSITY	16.76 UNITS/ACRE



Sec. 13, T6S, R2W TU-038 DR

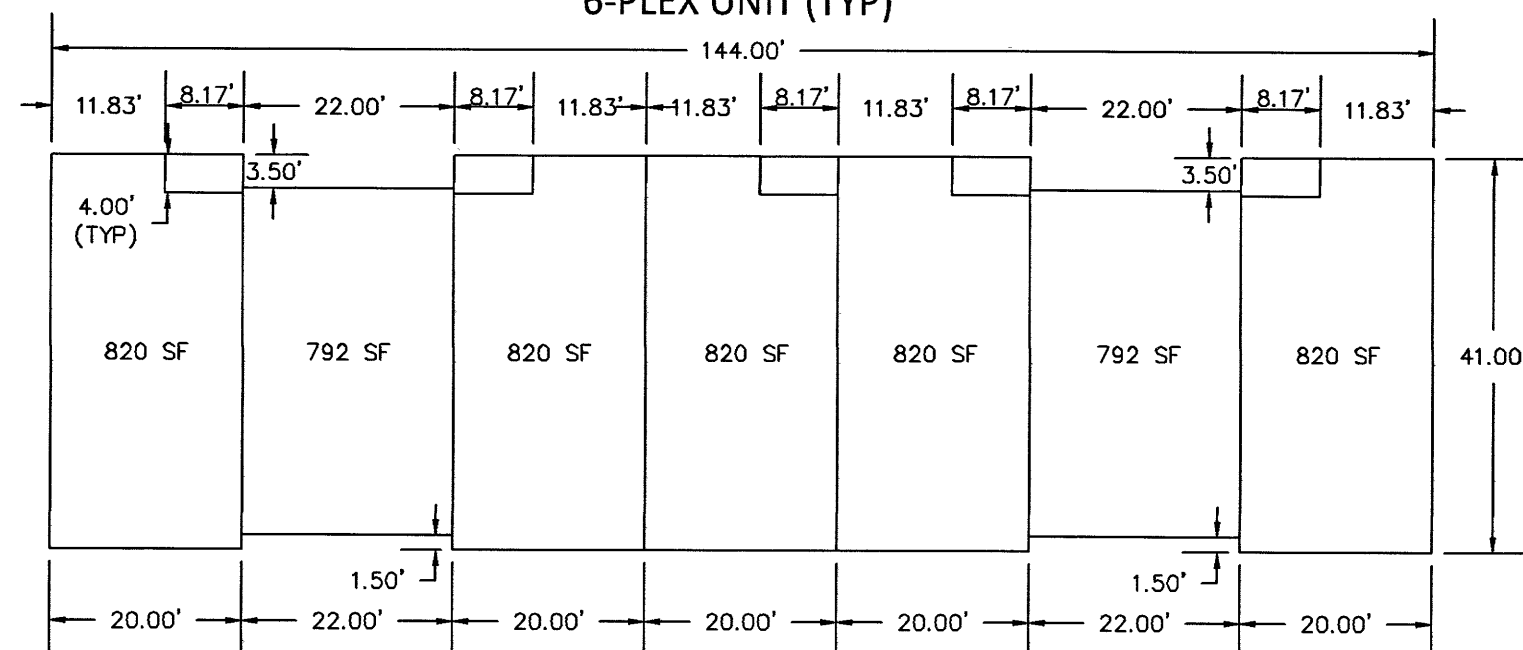
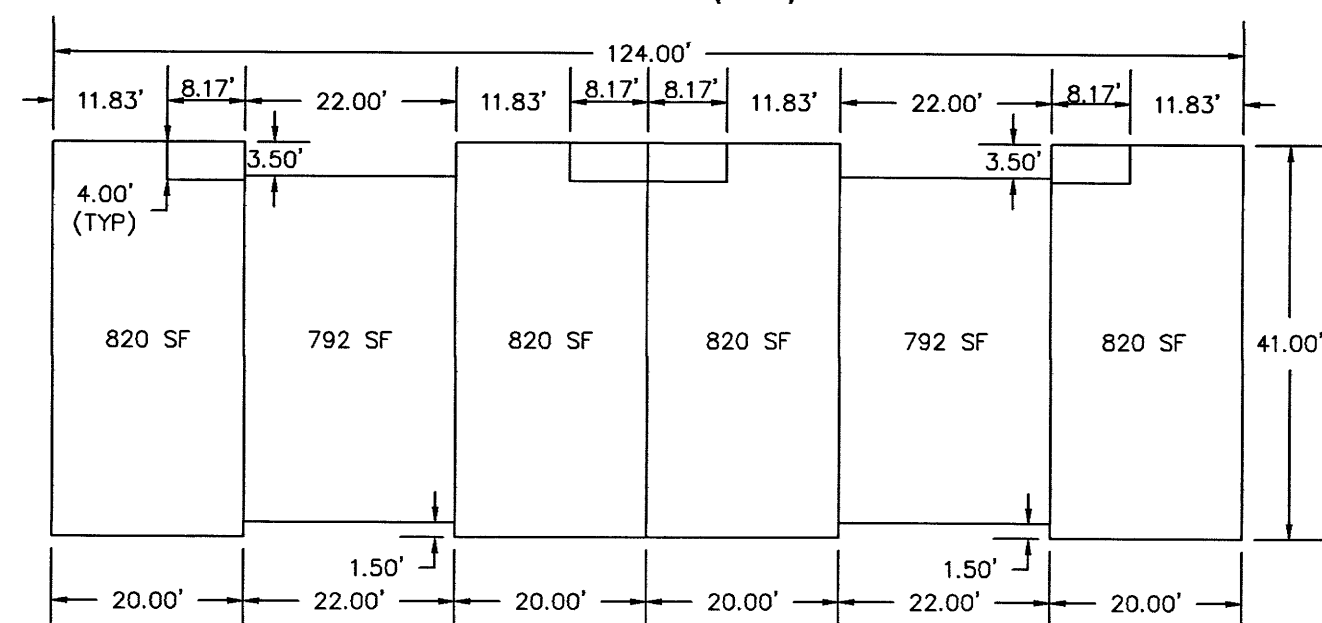
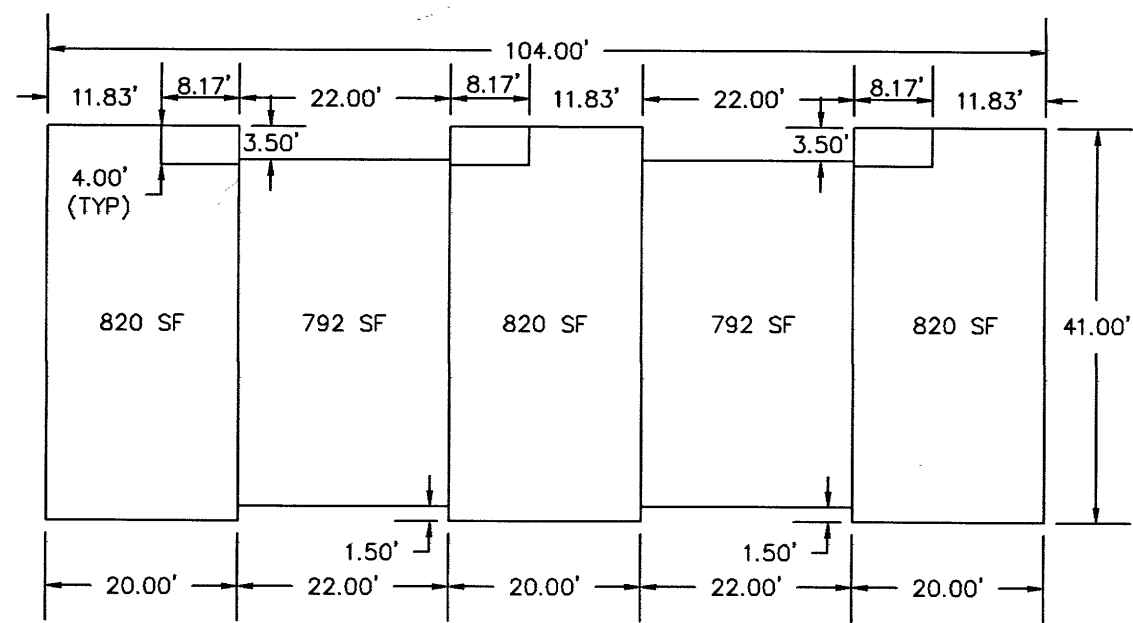
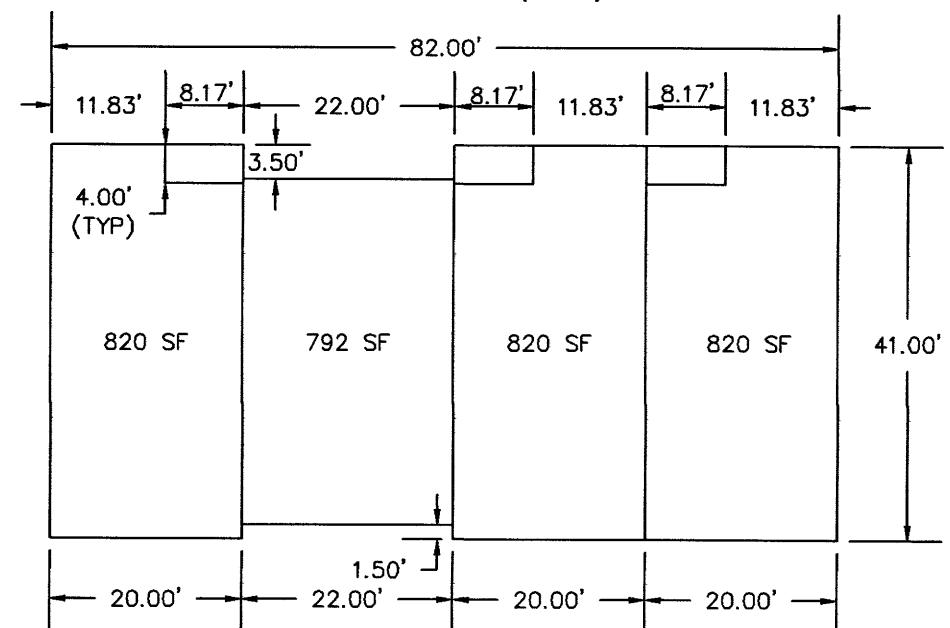
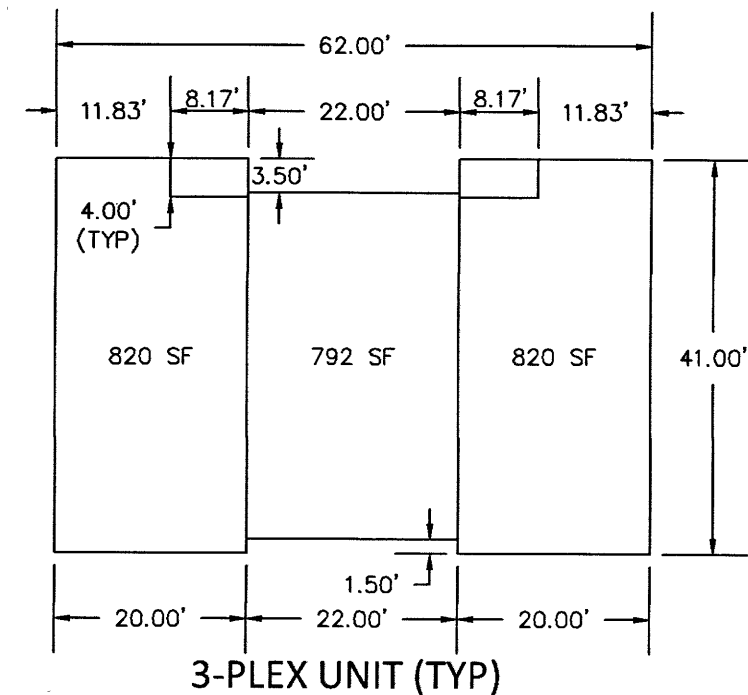
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SHEET 2 OF 3



EAGLE POINT TOWNHOMES PLAT "E"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SHEET 3 OF 3



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	40.41'	1450.00'	1°35'49"	N79°38'31"W	40.41'
C2	249.10'	1025.00'	13°55'28"	N85°48'21"W	248.49'
C3	321.06'	975.00'	18°52'01"	S88°16'38"E	319.61'
C4	50.22'	1500.00'	1°55'06"	S79°48'10"E	50.22'
C5	0.56'	205.00'	0°09'19"	N34°43'35"W	0.56'
C6	14.01'	205.00'	3°54'57"	N32°41'26"W	14.01'
C7	14.01'	205.00'	3°54'57"	N28°46'29"W	14.01'
C8	135.04'	205.00'	37°44'34"	N07°56'43"W	132.61'
C9	311.70'	1467.78'	12°10'03"	S04°50'52"W	311.11'
C10	14.01'	1467.78'	0°32'48"	S01°30'33"E	14.01'
C11	14.00'	1467.78'	0°32'48"	S02°03'21"E	14.00'
C12	151.89'	1467.78'	5°55'44"	S05°17'37"E	151.82'
C13	32.73'	975.00'	1°55'24"	S83°15'04"W	32.73'
C14	14.01'	975.00'	0°49'25"	S84°37'28"W	14.01'
C15	14.02'	975.00'	0°49'27"	S85°26'54"W	14.02'
C16	257.04'	975.00'	15°06'17"	N86°35'14"W	256.29'
C17	3.25'	975.00'	0°11'27"	N78°56'21"W	3.25'
C18	10.75'	1500.00'	0°24'38"	S78°02'56"E	10.75'
C19	14.00'	1500.00'	0°32'05"	S79°31'18"E	14.00'
C20	25.47'	1500.00'	0°58'23"	S80°16'32"E	25.47'
C21	43.42'	500.00'	4°58'33"	N02°29'15"E	43.41'
C22	44.99'	300.00'	8°35'33"	S00°40'45"W	44.95'
C23	50.50'	800.00'	3°37'01"	N01°48'31"W	50.49'
C24	31.29'	200.00'	8°57'50"	N04°28'54"E	31.26'
C25	65.88'	100.00'	37°44'53"	S78°08'29"W	64.70'
C26	32.26'	200.00'	9°14'33"	N04°39'05"E	32.23'
C27	35.11'	300.00'	6°42'18"	S05°55'13"W	35.09'
C28	39.48'	300.00'	7°32'27"	S01°12'10"E	39.46'
C29	42.85'	30.00'	81°49'55"	S45°53'21"E	39.30'
C30	30.21'	300.00'	5°46'08"	N83°55'15"W	30.19'
C31	25.21'	100.00'	14°26'46"	S78°49'33"W	25.15'
C32	34.85'	100.00'	19°57'54"	S82°35'07"W	34.67'
C33	38.05'	500.00'	4°21'36"	N05°47'03"W	38.04'
C34	54.76'	40.00'	78°26'42"	S42°49'36"E	50.59'
C35	61.15'	40.00'	87°35'10"	N54°09'28"E	55.36'
C36	41.50'	300.00'	7°55'35"	S01°00'44"W	41.47'
C37	3.49'	300.00'	0°39'58"	S03°17'03"E	3.49'
C38	75.11'	114.00'	37°44'53"	S78°08'29"W	73.76'
C39	43.18'	25.50'	97°00'58"	N48°30'27"E	38.20'
C40	44.64'	514.00'	4°58'33"	N02°29'15"E	44.62'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C41	42.89'	286.00'	8°35'33"	S00°40'45"W	42.85'
C42	51.38'	814.00'	3°37'01"	N01°48'31"W	51.38'
C43	28.29'	214.00'	7°34'32"	N03°47'15"E	28.27'
C44	39.44'	25.50'	88°36'41"	S36°43'50"E	35.62'
C45	28.80'	286.00'	5°46'08"	N83°55'15"W	28.78'
C46	62.84'	44.00'	81°49'55"	S45°53'21"E	57.64'
C47	39.27'	25.50'	88°13'53"	N49°05'20"W	35.50'
C48	38.43'	25.50'	86°20'51"	N43°37'18"E	34.89'
C49	11.62'	314.00'	2°07'11"	S01°30'28"W	11.62'
C50	36.75'	314.00'	6°42'18"	S05°55'13"W	36.72'
C51	30.00'	186.00'	9°14'33"	N04°39'05"E	29.97'
C52	36.95'	25.50'	83°00'53"	N41°28'37"W	33.80'
C53	56.66'	86.00'	37°44'53"	S78°08'29"W	55.64'
C54	36.93'	25.50'	82°59'02"	N41°29'33"W	33.79'
C55	42.21'	486.00'	4°58'33"	N02°29'15"E	42.19'
C56	7.02'	314.00'	1°16'51"	S04°20'06"W	7.02'
C57	35.70'	25.50'	80°12'28"	N43°47'54"E	32.85'
C58	22.48'	114.00'	1°17'59"	S78°15'09"W	22.45'
C59	29.97'	86.00'	19°57'54"	N82°35'07"E	29.82'
C60	42.79'	25.50'	96°08'51"	S39°21'31"E	37.94'
C61	2.78'	286.00'	0°33'27"	S08°59'38"W	2.78'
C62	34.52'	214.00'	9°14'33"	N04°39'05"E	34.48'
C63	43.16'	25.50'	96°08'51"	S48°31'23"W	38.19'
C64	43.78'	25.50'	98°21'43"	N52°47'53"W	38.60'
C65	49.62'	786.00'	3°37'01"	N01°48'31"W	49.61'
C66	23.06'	186.00'	7°06'14"	N03°33'06"E	23.05'
C67	39.37'	25.50'	88°28'16"	N51°20'21"E	35.58'
C68	13.04'	314.00'	2°22'47"	N85°36'55"W	13.04'
C69	22.85'	16.00'	81°49'55"	S45°53'21"E	20.96'
C70	37.64'	286.00'	7°32'27"	S01°12'10"E	37.61'
C71	40.06'	25.50'	90°00'00"	S47°34'03"W	36.06'
C72	39.72'	114.00'	19°57'54"	N82°35'07"E	39.52'
C73	8.13'	86.00'	5°25'06"	S75°18'43"W	8.13'
C74	39.75'	26.00'	87°35'10"	N54°09'28"E	35.99'
C75	35.60'	26.00'	78°26'42"	S42°49'36"E	32.88'
C76	38.28'	514.00'	4°16'01"	N05°44'16"W	38.27'
C77	37.62'	486.00'	4°26'05"	N05°49'18"W	37.61'
C78	73.93'	54.00'	78°26'42"	S42°49'36"E	68.29'
C79	82.55'	54.00'	87°35'10"	N54°09'28"E	74.74'
C80	4.95'	286.00'	0°59'30"	S04°28'46"W	4.95'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C81	26.62'	286.00'	5°20'00"	S01°19'02"W	26.61'
C82	11.32'	286.00'	2°16'04"	S02°29'00"E	11.32'
C83	20.38'	514.00'	2°16'17"	N01°08'06"E	20.37'
C84	24.26'	514.00'	2°42'17"	N03°37'23"E	24.26'
C85	27.05'	814.00'	1°54'15"	N02°39'54"W	27.05'
C86	24.33'	814.00'	1°42'45"	N00°51'24"W	24.33'
C87	11.34'	25.50'	25°28'13"	S05°09'36"E	11.24'
C88	28.10'	25.50'	63°08'29"	S49°27'57"E	26.70'
C89	11.54'	286.00'	2°18'46"	N82°11'34"W	11.54'
C90	17.25'	286.00'	3°27'22"	S85°04'38"E	17.25'
C91	11.32'	25.50'	25°26'30"	S17°41'39"E	11.23'
C92	27.95'	25.50'	62°47'24"	N61°48'35"W	26.57'
C93	2.07'	314.00'	0°22'37"	S02°45'22"W	2.07'
C94	34.68'	314.00'	6°19'41"	S06°06'31"W	34.66'
C95	9.44'	114.00'	4°44'32"	S61°38'19"W	9.43'
C96	65.67'	114.00'	33°00'21"	S80°30'45"W	64.77'
C97	5.23'	25.50'	11°45'28"	S88°51'48"E	5.22'
C98	37.94'	25.50'	85°15'30"	N42°37'43"E	34.54'
C99	23.15'	486.00'	2°43'44"	N01°21'50"E	23.15'
C100	19.06'	486.00'	2°14'49"	N03°51'07"E	19.06'
C101	3.13'	25.50'	7°02'31"	N07°12'56"E	3.13'
C102	32.56'	25.50'	73°09'57"	N47°19'10"E	30.40'
C103	39.68'	25.50'	89°09'15"	S42°51'19"E	35.80'
C104	3.11'	25.50'	6°59'36"	S05°13'06"W	3.11'
C105	2.80'	214.00'	0°44'55"	N08°53'54"E	2.80'
C106	31.72'	214.00'	8°29'38"	N04°16'38"E	31.70'
C107	34.16'	786.00'	2°29'25"	N02°22'19"W	34.16'
C108	15.46'	786.00'	1°07'36"	N00°33'49"W	15.46'
C109	22.29'	186.00'	6°51'53"	N03°25'56"E	22.27'
C110	0.78'	186.00'	0°14'21"	N06°59'02"E	0.78'
C111	17.42'	16.00'	62°23'50"	S55°36'24"E	16.58'
C112	5.43'	16.00'	19°26'05"	S14°41'26"E	5.40'
C113	11.53'	286.00'	2°18'35"	S03°49'06"E	11.53'
C114	26.11'	286.00'	5°13'52"	S00°02'52"E	26.10'
C115	10.04'	54.00'	10°38'59"	S08°55'44"E	10.02'
C116	63.90'	54.00'	67°47'43"	S48°09'05"E	60.23'
C117	61.02'	54.00'	64°44'36"	N65°34'45"E	57.82'
C118	21.53'	54.00'	22°50'33"	N21°47'10"E	21.39'
C119	27.73'	26.00'	61°06'59"	N40°55'23"E	26.44'
C120	12.01'	26.00'	26°28'10"	N84°42'58"E	11.90'

ADDRESS TABLE		ADDRESS TABLE	
UNIT #	ADDRESS	UNIT #	ADDRESS
401	1877 E UNDERWOOD LN	459	3969 N EAGLE POINT LN
402	1879 E UNDERWOOD LN	460	3973 N EAGLE POINT LN
403	1881 E UNDERWOOD LN	461	3977 N EAGLE POINT LN
404	1885 E UNDERWOOD LN	462	3974 N EAGLE POINT LN
405	1897 E UNDERWOOD LN	463	3970 N EAGLE POINT LN
406	1899 E UNDERWOOD LN	464	3966 N EAGLE POINT LN
407	1901 E UNDERWOOD LN	465	3962 N EAGLE POINT LN
408	1903 E UNDERWOOD LN	466	3958 N EAGLE POINT LN
409	1905 E UNDERWOOD LN	467	3952 N EAGLE POINT LN
410	3986 N COUGAR LN	468	3948 N EAGLE POINT LN
411	3982 N COUGAR LN	469	3944 N EAGLE POINT LN
412	3978 N COUGAR LN	470	3940 N EAGLE POINT LN
413	3974 N COUGAR LN	471	3936 N EAGLE POINT LN
414	3970 N COUGAR LN	472	3902 N EAGLE POINT LN
415	3966 N COUGAR LN	473	3966 N EAGLE POINT LN
416	3962 N COUGAR LN	474	3894 N EAGLE POINT LN
417	3952 N COUGAR LN	475	3980 N COUGAR LN
418	3949 N COUGAR LN	476	3886 N EAGLE POINT LN
419	3944 N COUGAR LN	477	3885 N COUGAR LN
420	3940 N COUGAR LN	478	3889 N COUGAR LN
421	3932 N COUGAR LN	479	3893 N COUGAR LN
422	3928 N COUGAR LN	480	3897 N COUGAR LN
423	3924 N COUGAR LN	481	3901 N COUGAR LN
424	3920 N COUGAR LN	482	3909 N COUGAR LN
425	3916 N COUGAR LN	483	3913 N COUGAR LN
426	3912 N COUGAR LN	484	3917 N COUGAR LN
427	3902 N COUGAR LN	485	3921 N COUGAR LN
428	3898 N COUGAR LN	486	3939 N COUGAR LN
429	3894 N COUGAR LN	487	3943 N COUGAR LN
430	3890 N COUGAR LN	488	3947 N COUGAR LN
431	3886 N COUGAR LN	489	3951 N COUGAR LN
432	3882 N COUGAR LN	490	3961 N COUGAR LN
433	1926 E EMBER LN	491	3965 N COUGAR LN
434	1922 E EMBER LN	492	3969 N COUGAR LN
435	1918 E EMBER LN	493	3973 N COUGAR LN
436	1914 E EMBER LN	494	1881 E THUNDER LN
437	1906 E EMBER LN	495	1885 E THUNDER LN
438	1902 E EMBER LN	496	1889 E THUNDER LN
439	1898 E EMBER LN	497	1893 E THUNDER LN
440	1894 E EMBER LN	498	1897 E THUNDER LN
441	1892 E EMBER LN	499	1903 E THUNDER LN
442	3877 N EAGLE POINT LN	500	1907 E THUNDER LN
443	3881 N EAGLE POINT LN	501	1911 E THUNDER LN
444	3885 N EAGLE POINT LN	502	1917 E THUNDER LN
445	3889 N EAGLE POINT LN	503	1922 E THUNDER LN
446	3893 N EAGLE POINT LN	504	1918 E THUNDER LN
447	3905 N EAGLE POINT LN	505	1914 E THUNDER LN
448	3909 N EAGLE POINT LN	506	1910 E THUNDER LN
449	3913 N EAGLE POINT LN	507	1906 E THUNDER LN
450	3917 N EAGLE POINT LN	508	1902 E THUNDER LN
451	3921 N EAGLE POINT LN	509	1898 E THUNDER LN
452	3925 N EAGLE POINT LN	510	1892 E THUNDER LN
453	3929 N EAGLE POINT LN	511	1888 E THUNDER LN
454	3941 N EAGLE POINT LN	512	1884 E THUNDER LN
455	3945 N EAGLE POINT LN	513	1880 E THUNDER LN
456	3949 N EAGLE POINT LN	514	1876 E THUNDER LN
457	3953 N EAGLE POINT LN	515	1872 E THUNDER LN
458	3965 N EAGLE POINT LN	516	1858 E THUNDER LN

Line Table		
Line #	Length	Direction
L1	3.08	S59°16'02"W
L2	3.56	N59°16'02"E
L3	3.56	S59°16'02"W
L4	7.25	N82°59'04"W
L5	0.37	S87°25'57"E
L6	1.87	N87°25'57"W
L7	23.15	S07°00'56"W
L8	4.75	N05°49'45"E
L9	4.75	S07°00'56"W
L10	4.22	N07°00'56"W
L11	4.00	N89°58'58"E
L12	4.00	S89°58'58"W
L13	4.57	S85°03'19"E
L14	4.00	N85°03'19"W
L15	4.00	N86°29'17"E
L16	4.45	S86°29'17"W
L17	4.00	N89°58'58"E
L18	4.88	S89°58'58"W
L19	5.00	S08°57'47"E
L20	5.00	N08°57'47"W
L21	4.48	S03°11'41"W
L22	4.53	N85°01'36"E
L23	4.32	S79°38'53"W
L24	4.01	S87°25'57"E



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

ENGINEERING

Thursday, May 30, 2024

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

SUBJECT: Market Place at Eagle Mountain Town Center out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



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

Tuesday, July 6, 2021

City Recorder's Office
Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain, Utah 84005

Subject: **Market Place at Eagle Mountain Town Center** Bond Letter Requirements

City Recorder:

I have reviewed the improvement requirements for **Market Place at Eagle Mountain Town Center**, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	ROADWAY IMPROVEMENTS				
a	30" curb & gutter	1130	LF	\$17.00	\$19,210.00
b	Raised curb wall	449	LF	\$12.00	\$5,388.00
c	Asphalt trail	11475	SF	\$2.50	\$28,687.50
d	Asphalt paving EM Blvd	4845	SF	\$3.00	\$14,535.00
e	Concrete driveway	3051	SF	\$6.00	\$18,306.00
f	ADA ramp	10	EA	\$1,500.00	\$15,000.00
g	6' wide waterway	149	LF	\$36.00	\$5,364.00
h	Waterway transition structure	8	EA	\$25.00	\$200.00
i	SWPPP	1	LS	\$3,000.00	\$3,000.00
TOTAL CONSTRUCTION COST					\$109,690.50
10% Bond Coverage					\$10,969.05
TOTAL BOND AMOUNT:					\$120,659.55

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$120,659.55**; the above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.

Sincerely,

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

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder



DATE: Thursday, May 30, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Marketplace at EM Town Center (Macey's) walk through-updated**

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

Robert Ballif – Engineering Tech

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

Punch list items:

- ~~1. Exit sewer video.~~
- ~~2. The 2 sewer manholes west of Little Caesars & Subway need steps added to the manholes. From top of manhole to first step need to be at most 24". Only 1 was added, the one next to the curb at the intersection was not added.~~
- ~~3. Asphalt trail east of Wendy's on Pony Express sags in the asphalt to be fixed.~~
- ~~4. Asphalt trail east of Swig on Pony Express sags in the trail to be fixed.~~
- ~~5. Asphalt trail east of America First Credit Union on Pony Express sags in the trail to be fixed.~~
- ~~6. Asphalt trail west side of Maverik on EM Blvd. sag in the trail to be fixed.~~
- ~~7. ADA ramp west of Maverik concrete to be replaced.~~
- ~~8. Asphalt trail back of Great Clips on EM Blvd. trail damaged, to be fixed.~~

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

18-1805UB P1

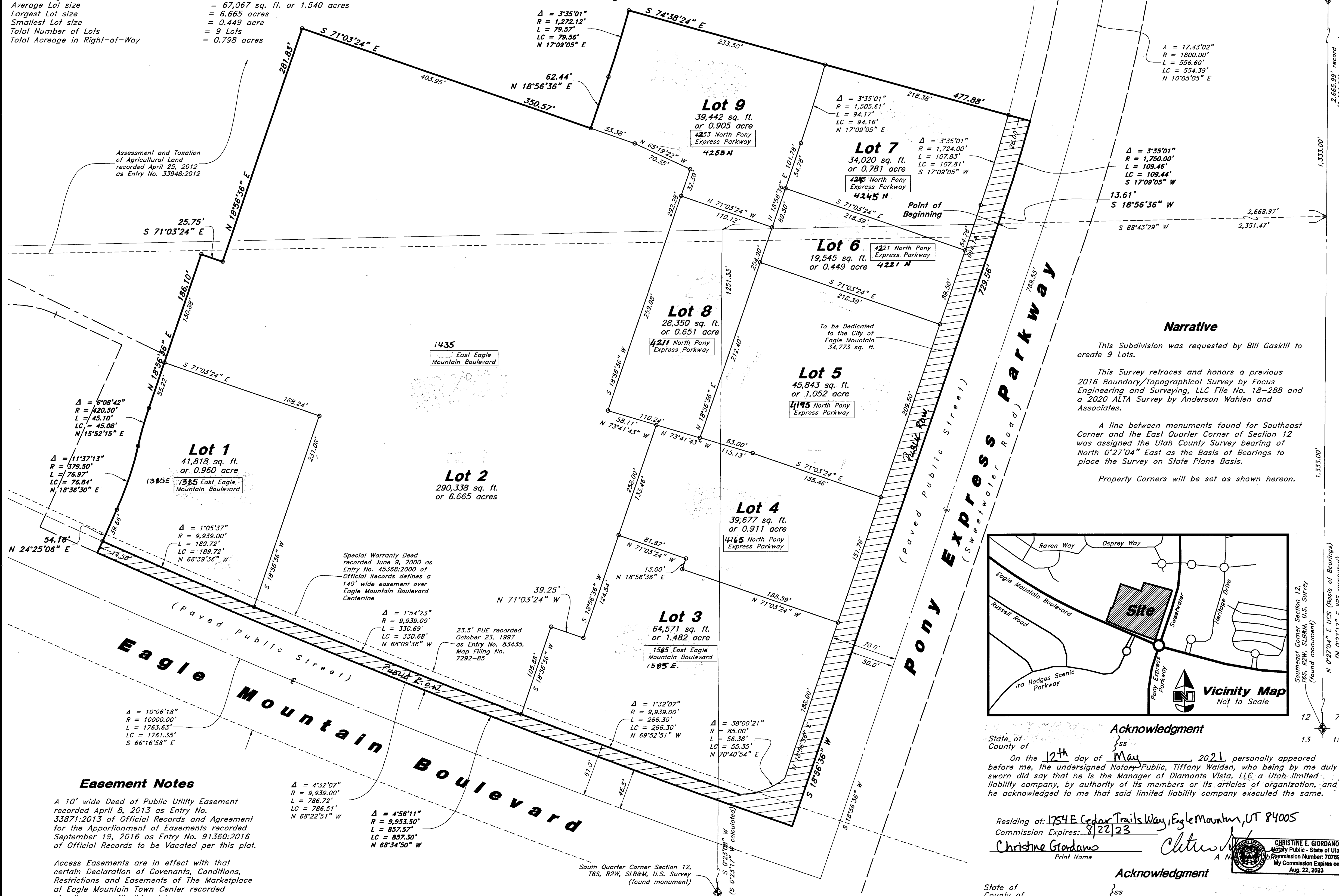
The Marketplace at Eagle Mountain Town Center

A part of the South Half of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah
May 2021

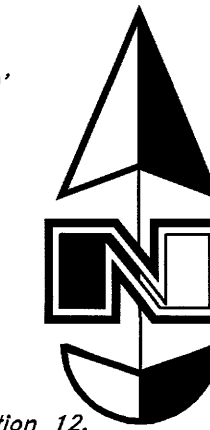
Calculations Table

Total Acreage	= 14.655 acres
Total Acreage in Lots after dedication	= 13.870 acres
Average Lot size	= 67,067 sq. ft. or 1.540 acres
Largest Lot size	= 6.665 acres
Smallest Lot size	= 0.449 acre
Total Number of Lots	= 9 Lots
Total Acreage in Right-of-Way	= 0.798 acres

Assessment and Taxation
of Agricultural Land
recorded April 25, 2012
as Entry No. 33948:2012



Scale: 1" = 60'



East Quarter Corner Section 12,
T6S, R2W, SLB&M, U.S. Survey
(found monument)

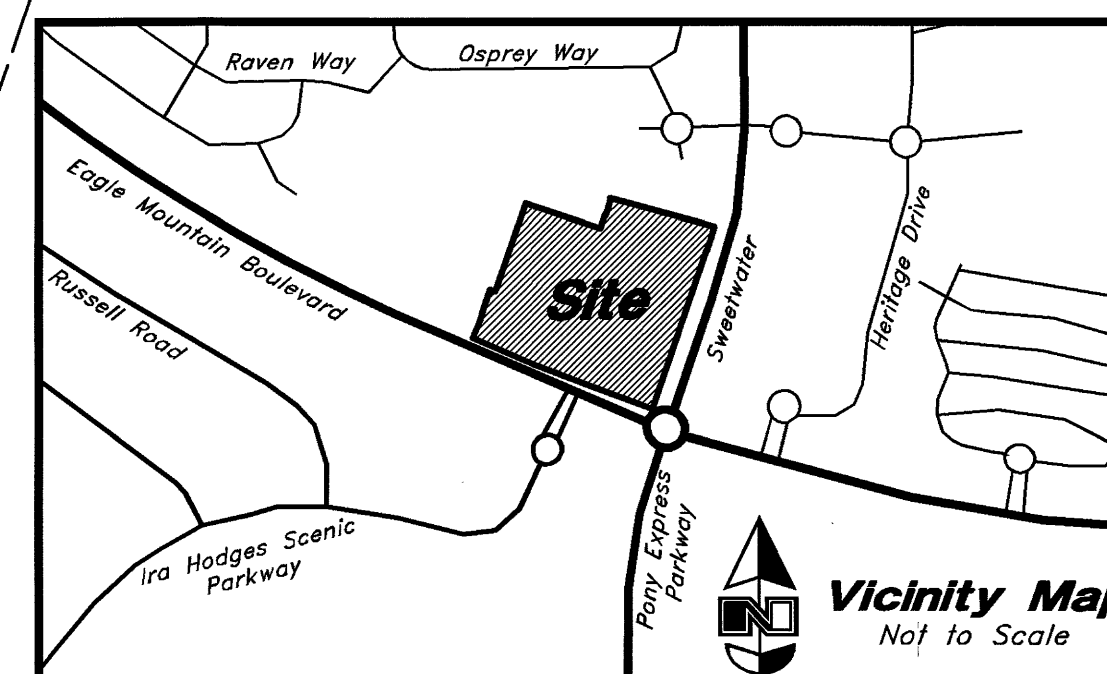
Narrative

This Subdivision was requested by Bill Gaskill to create 9 Lots.

This Survey retraces and honors a previous 2016 Boundary/Topographical Survey by Focus Engineering and Surveying, LLC File No. 18-288 and a 2020 ALTA Survey by Anderson Wahlen and Associates.

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Property Corners will be set as shown hereon.



Acknowledgment

State of _____
County of _____
On the 12th day of May, 2021, personally appeared before me, the undersigned Notary Public, Tiffany Walden, who being by me duly sworn did say that he is the Manager of Diamante Vista, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Residing at: 1754 E. Cedar Trails Way, Eagle Mountain, UT 84005
Commission Expires: 9/22/23

Christine Giordano
Print Name

Acknowledgment

State of _____
County of _____
On the 31st day of May, 2021, personally appeared before me, the undersigned Notary Public, Jerry L. & Constance F. Ridley, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at: 310 Red Rock Trail, Kimberly, ID 83341
Commission Expires: 9/21/23

Kara Gosnell
Print Name

Kara Gosnell
A Notary Public

Surveyor's Certificate

I, Ken Hawkes, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold Certificate No. 8707113 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify for, and on behalf of Anderson Wahlen & Associates that by authority of the owners I have completed a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as The Marketplace at Eagle Mountain Town Center.

Boundary Description

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

Beginning at a point on the Westerly Line of Sweetwater Road as it exists at 50.00 foot half-width located 1333.00 feet North 0°27'04" East along the Section Line; and 2351.47 feet South 88°43'29" West along the Sixteenth Section Line from the Southeast Corner of said Section 12; and running thence South 18°56'36" West 729.56 feet along said Westerly Line of Sweetwater Road to the Northern Line of Eagle Mountain Boulevard as it exists at 45.50 foot half-width; thence Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 857.57 feet (Center bears North 18°57'04" East, Central Angle equals 4°56'11" and Long Chord bears North 68°34'50" West 857.30 feet) along said Northern Line of Eagle Mountain Boulevard; thence North 24°25'06" East 54.16 feet to a point of curvature; thence Northwesterly along the arc of a 379.50 foot radius curve to the left a distance of 76.97 feet (Central Angle equals 11°37'13" and Long Chord bears North 18°36'30" East 76.84 feet); thence Northwesterly along the arc of a 420.50 foot radius curve to the right a distance of 45.10 feet (Central Angle equals 6°08'42" and Long Chord bears North 15°52'15" East 45.08 feet to a point of tangency; thence North 18°56'36" East 186.10 feet; thence South 71°03'24" East 25.75 feet; thence North 18°56'36" East 281.83 feet; thence South 71°03'24" East 350.57 feet; thence North 18°56'36" East 62.44 feet to a point of curvature; thence Northwesterly along the arc of a 1272.12 foot radius curve to the left a distance of 79.57 feet (Central Angle equals 3°35'01" and Long Chord bears North 17°09'05" East 79.56 feet); thence South 74°38'24" East 477.88 feet to the Westerly Line of Sweetwater Road; thence along said Westerly Line the following two courses: Southwesterly along the arc of a 1750.00 foot radius curve to the right a distance of 109.46 feet (Center bears North 74°38'25" West, Central Angle equals 3°35'01" and Long Chord bears South 17°09'05" West 109.44 feet to a point of tangency; and South 18°56'36" West 13.61 feet to the point of beginning.

Contains 638,376 sq. ft.
or 14.655 acres
9 Lots

10 May 2021

Date:

Ken B. Hawkes
Utah PLS No. 8707113

Owner's Dedication

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

In witness whereof we have hereunto set our hands this 12 day of May, A.D. 2021.

EM Commercial Development, LLC
by: EM, LLC, a Utah limited liability company
by: William Gaskill
Its: Manager

Diamante Vista, LLC
by: Tiffany Walden
Its: Manager
127110:2021 Map # 17808
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Jul 19 3:36 PM FEE \$9.00 BY JR
RECORDED FOR EAGLE MOUNTAIN CITY

Jerry L. & Constance F. Ridley
by: Jerry L. RIDLEY
by: Constance F. RIDLEY

Acknowledgment

State of _____
County of _____
On the 12th day of May, 2021, personally appeared before me, the undersigned Notary Public, William Gaskill, who being by me duly sworn did say that he is the Manager of EM Commercial Development, LLC a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Residing at: 1754 E. Cedar Trails Way, Eagle Mountain, UT 84005
Commission Expires: 9/22/2023

Christine Giordano
Print Name

Christine Giordano
A Notary Public

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 June 2021.

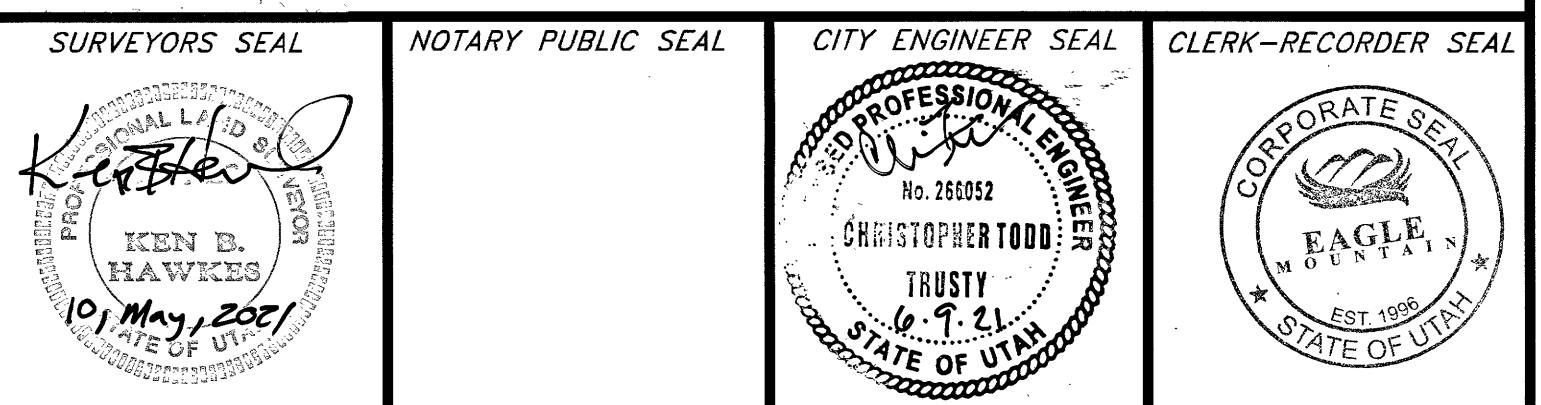
Approved by Mayor
Approved by City Attorney

Approved by City Engineer

Attest by City Recorder
(See Seal Below)

The Marketplace at Eagle Mountain Town Center

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



AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWengineering.net

Legend

- Property Line
- Easement Line
- Adjoiner Line
- Section Corner
- Centerline Monument
- Set 5/8" rebar with plastic cap or nail with brass tag stamped "AWA"

17808

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



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

ENGINEERING

Tuesday, May 28, 2024

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

SUBJECT: Scenic MTN phase 'C' plat 1 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Tuesday, May 28, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Scenic MTN phase "C" plat's 1 & 2 walk through-Updated**

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

Robert Ballif – Engineering Tech. II

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

General Notes:

- ~~1. Exit sewer video. C1 from MH 94 33.5' gasket issue.~~

Vernham Ln.:

- ~~1. House #9347 sewer manhole add step.~~
- ~~2. House #9347 section sidewalk to be replaced.~~
- ~~3. House #9362 crack seal patch.~~
- ~~4. Crack seal phase line.~~
- ~~5. House #9363 9371 sections of curb to be replaced and sag in the curb will not drain to inlet.~~
- ~~6. House #9379 section of sidewalk~~

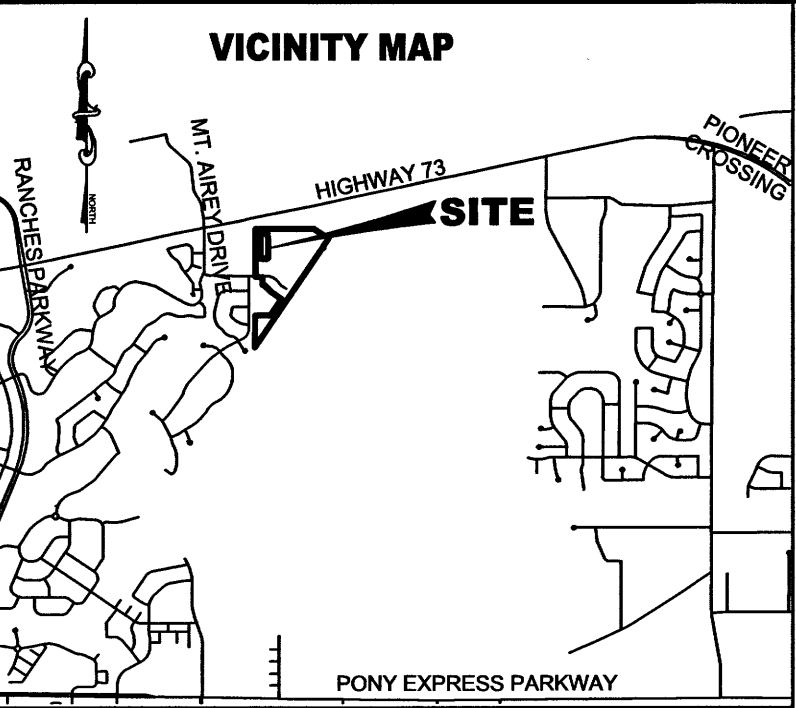
Bugle Dr. (plat 2):

- ~~1. House #4386 alley way sewer manhole add step.~~

Hurstbourne Dr. (plat 2):

- ~~1. Intersection of Crowley Way sewer and storm drain manholes add steps.~~
- ~~2. House #9366 irrigation service manhole needs meter set and lid to have hole for ERT.~~
- ~~3. House #4423 clean valve.~~

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



SCENIC MOUNTAIN

PHASE C, PLAT 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH

NOTES:

1. TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET, #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS, NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. PARCEL A & PRIVATE ROADWAYS ARE CONVEYED TO & MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION & TO BE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
5. SEWER LIFT STATION TO BE OWNED AND MAINTAINED BY THE HOA.
6. ALL COMMON AREA AND LIMITED COMMON AREA TO BE PUBLIC UTILITY AND DRAINAGE EASEMENT.

SOUTHEAST CORNER
SECTION 16, T5S, R1W, SLB&M
(FOUND 1959 UTAH COUNTY MONUMENT)

TABULATIONS PHASE C PLAT 1

TOTAL ACREAGE:	0.72 ACRES
TOTAL COMMON/LIMITED COMMON:	25 ACRES
TOTAL # OF UNITS:	13 UNITS
OVERALL DENSITY:	18.06 UNITS/ACRE
ROAD ROW (PRIVATE):	0.19 ACRES
ROAD ROW (PUBLIC):	0.00 ACRES

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S9°38'25"E	11.62
L2	S4°53'05"W	24.34
L3	S8°01'16"W	15.16
L4	N89°43'28"W	3.00
L5	N90°00'00"W	2.00
L6	N89°43'34"W	4.00
L7	N89°43'34"W	2.04
L8	N89°43'34"W	2.04

LEGEND

—	BOUNDARY LINE
---	CENTERLINE
- - - -	EASEMENT LINE
---	EXISTING LOT LINES
---	PROPOSED LOT LINE
⊙	PROPOSED STREET MONUMENT
▨	LIMITED COMMON AREA / P.U.E.
▩	PRIVATE AREA
□	COMMON AREA / P.U.E.

DOMINION ENERGY UTAH NOTE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATIONS OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS. DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESPECTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY OF UTAH

APPROVED THIS 17 DAY OF June 20 21

BY: Quincy Eldridge

TITLE: Vic-Gen

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. §17-27a-803(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
 - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
 - (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
 - (4) ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER

DATE

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF THAT REAL PROPERTY FOUND AT ENTRY NO. 681862018 IN THE OFFICIAL RECORDS OF UTAH COUNTY, SAID POINT BEING LOCATED S0°16'24"W ALONG THE SECTION LINE 527.89 FEET AND EAST 798.44 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, T5S, R1W, S.L.B. & M.; THENCE N89°59'55"E ALONG SAID LINE 87.90 FEET TO THE WEST LINE OF VERNHAM LANE; THENCE ALONG SAID LINE THE FOLLOWING FIVE (5) COURSES: S5°25'52"E 85.78 FEET; THENCE ALONG THE ARC OF A 47.00 FOOT RADIUS CURVE TO THE RIGHT 4.68 FEET THROUGH A CENTRAL ANGLE OF 5°42'18" (CHORD: S2°34'44"E 4.68 FEET); THENCE S0°16'25"W 190.36 FEET; THENCE ALONG THE ARC OF A 208.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S89°53'41"W) 19.38 FEET THROUGH A CENTRAL ANGLE OF 5°20'20" (CHORD: S2°33'51"W 19.37 FEET); THENCE S4°48'44"W 14.18 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 22.37 FEET THROUGH A CENTRAL ANGLE OF 85°27'48" (CHORD: S47°32'38"W 20.36 FEET) TO THE NORTH LINE OF VERNHAM COURT; THENCE N89°43'28"W ALONG SAID LINE 79.81 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED AT ENTRY NO. 374412009 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE N0°16'26"E ALONG SAID LINE 327.27 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.72 ACRES

6-10-2021

DATE

SURVEYOR

(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA & LIMITED COMMON AREA AS INDICATED HEREON, TO THE SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12896 SOUTH PONY EXPRESS ROAD, SUITE 400, DRAPER, UTAH 84020.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS July

DAY OF July, A.D. 20 21

Brett Woodland
Assistant Secretary, Fieldstone Scenic Mountain West, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

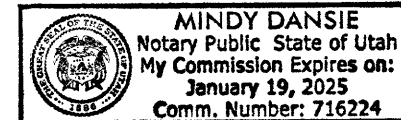
STATE OF UTAH

S.S.

COUNTY OF UTAH

ON THIS 2nd DAY OF July, A.D. 20 21, PERSONALLY APPEARED BEFORE ME, Brett Woodland, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Assistant Secretary OF Fieldstone Scenic Mountain West, LLC, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Mindy Danse
NOTARY PUBLIC FULL NAME: Mindy Danse
COMMISSION NUMBER: 711221
MY COMMISSION EXPIRES: 1-19-2025
A NOTARY PUBLIC COMMISSIONED IN UTAH



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 19 DAY OF July, A.D. 20 21

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED

ENGINEER
(See Seal Below)

ATTEST

CLERK-RECORDER
(See Seal Below)

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. & UTAH NO. 1 T&E.

DATE 6/17/21

PHASE C, PLAT 1

SCENIC MOUNTAIN

SUBDIVISION

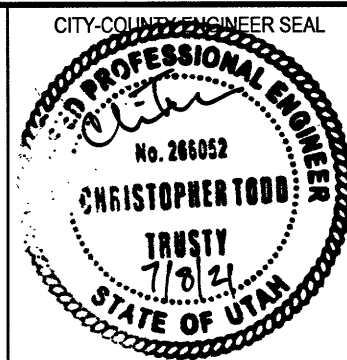
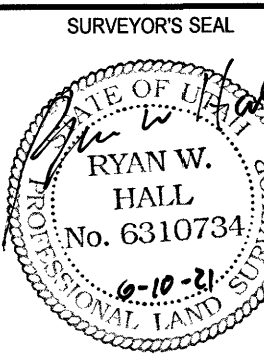
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

ENT 134347-2021 Map # 17835
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Aug 02 11:28 am FEE 78.00 BY AS
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

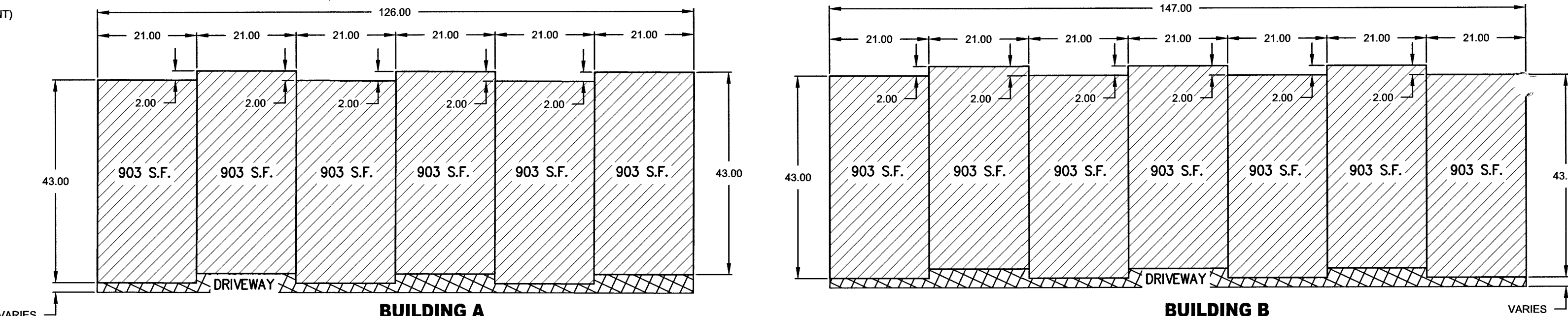
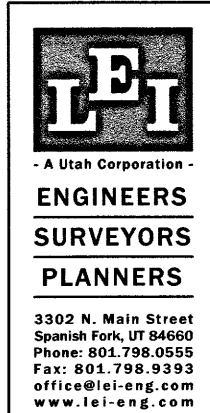
UTAH COUNTY, UTAH

SCALE: 1" = 20'



This form approved by Utah County and the municipalities therein.

18-2025





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

ENGINEERING

Tuesday, May 28, 2024

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

SUBJECT: Scenic MTN phase 'C' plat 2 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Tuesday, May 28, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Scenic MTN phase "C" plat's 1 & 2 walk through-Updated**

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

Robert Ballif – Engineering Tech. II

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

General Notes:

- ~~1. Exit sewer video. C1 from MH 94 33.5' gasket issue.~~

Vernham Ln.:

- ~~1. House #9347 sewer manhole add step.~~
- ~~2. House #9347 section sidewalk to be replaced.~~
- ~~3. House #9362 crack seal patch.~~
- ~~4. Crack seal phase line.~~
- ~~5. House #9363 9371 sections of curb to be replaced and sag in the curb will not drain to inlet.~~
- ~~6. House #9379 section of sidewalk~~

Bugle Dr. (plat 2):

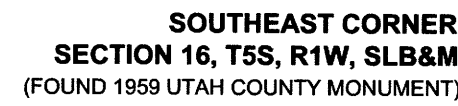
- ~~1. House #4386 alley way sewer manhole add step.~~

Hurstbourne Dr. (plat 2):

- ~~1. Intersection of Crowley Way sewer and storm drain manholes add steps.~~
- ~~2. House #9366 irrigation service manhole needs meter set and lid to have hole for ERT.~~
- ~~3. House #4423 clean valve.~~

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

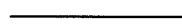
PHASE C, PLAT 2
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N12°07'25"E	16.67
L2	S62°32'04"E	26.60
L3	N35°00'25"W	10.65
L4	S13°14'12"E	34.32
L5	N48°02'48"E	20.30
L6	S14°32'04"E	13.95
L7	N5°42'38"E	20.10
L8	N16°41'56"W	5.22
L9	N16°41'59"E	5.22
L10	S28°33'50"E	7.83
L11	N18°47'38"W	9.79
L12	N84°32'13"E	1.20
L13	S0°15'52"E	1.31
L14	S55°00'29"W	13.42
L15	N90°00'00"W	14.61
L16	S69°50'41"W	3.38
L17	N90°00'00"E	1.50
L18	N90°00'00"E	3.50
L19	N90°00'00"W	1.50
L20	N90°00'00"W	3.50
L21	N90°00'00"W	1.50
L22	N89°57'11"W	13.51
L23	N0°00'00"E	12.08
L24	N0°00'00"W	24.50
L25	N90°00'00"E	3.50
L26	N90°00'00"E	3.50
L27	N90°00'00"W	3.50
L28	N90°00'00"W	1.67
L29	N90°00'00"E	10.28
L30	N90°00'00"E	3.50

1. ☒ ... TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT LOT CORNERS, NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT
2. ALL SITE PLANS SUBMITTED WITH ALLOWED PERMIT APPLICATION SHALL SHOW THE LOCATION OF CONNECTIONS, NO WATER METERS BUILDING IN DRIVEWAYS.
3. SET LOT SUBEGGS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. PARCELS A & B PRIVATE ROADWAY USE CONVEYED TO & MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION & TO BE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THE ENTIRETY.
5. SEWER LIFT STATION TO BE OWNED AND MAINTAINED BY THE HOA.
6. ALL COMMON AREA AND LIMITED COMMON AREA TO BE PUBLIC UTILITY AND DRAINAGE EASEMENT.

LEGEND

	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINE
	PROPOSED STREET MONUMENT
	LIMITED COMMON AREA / P.U.E.
	PRIVATE AREA
	COMMON AREA / P.U.E. (LESS PUBLIC ROADWAY)

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. §17-2a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
- (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
- (3) TITLE 8a, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
- (4) ANY OTHER PROVISION OF LAW.

A. Galt, State Power 10/25/21

ROCKY MOUNTAIN POWER DATE

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.

Mary J. [Signature] 10/25/21
DIRECT COMMUNICATIONS DATE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE PLAT. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH WILL REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, RIGHTS OR INTERESTS CLAIMED OR ASSERTED BY ANY PARTY, OR ANY RIGHTS OR INTERESTS CLAIMED OR ASSERTED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERM, CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH
APPROVED THIS 25 DAY OF October, 2021
BY: Bruce Eldridge TITLE: Pre-Conn

1. RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 63107424 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°16'24" W ALONG THE SECTION LINE 669.2 FEET AND EAST 948.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 16.20 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 37°08'15", CHORD: S71°25'57" E 15.92 FEET; THENCE N89°59'55" E 360.87 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 12.41 FEET WITH A RADIUS OF 27.00 FEET THROUGH A CENTRAL ANGLE OF 26°20'16", CHORD: N31°33'11" E 12.30 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 66.39 FEET WITH A RADIUS OF 57.50 FEET THROUGH A CENTRAL ANGLE OF 86°09'11", CHORD: N51°27'38" E 62.78 FEET; THENCE N84°32'13" E 2.38 FEET TO THE WEST LINE OF PHASE B, PLAT 1, SCENIC MOUNTAIN SUBDIVISION; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: S33°46'30" E 31.43 FEET, THENCE S29°41'30" E 47.23 FEET, THENCE S1°50'59" W 43.98 FEET; THENCE ALONG THE WEST LINE OF PHASE B, PLAT 1, SCENIC MOUNTAIN SUBDIVISION THE FOLLOWING THREE (3) COURSES: S33°46'40" E 29.25 FEET; THENCE S43°19'30" W 1.86 FEET, THENCE S37°14'01" W 45.20 FEET; THENCE ALONG THE EAST LINE OF PHASE A, PLAT 2, SCENIC MOUNTAIN SUBDIVISION THE FOLLOWING TEN (10) COURSES: N66°15'57" W 78.22 FEET, THENCE N0°16'26" E 261.00 FEET, THENCE N89°43'34" W 88.50 FEET, THENCE N0°16'26" E 9.37 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 23.76 FEET WITH A RADIUS OF 298.50 FEET THROUGH A CENTRAL ANGLE OF 4°33'40", CHORD: N2°32'35" E 23.76 FEET; THENCE N48°44'4" E 51.88 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 24.02 FEET WITH A RADIUS OF 261.00 FEET THROUGH A CENTRAL ANGLE OF 5°16'28", CHORD: N2°33'05" E 24.02 FEET; THENCE N0°16'26" E 138.47 FEET TO THE POINT OF BEGINNING.

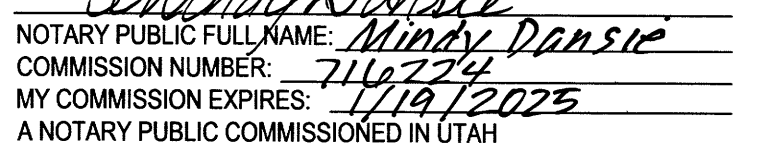
10-20-2021
DATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, PURSUANT TO UTAH CODE CODE 10-9A-604(1)(D), THE OWNER(S) HEREBY CONVEYS THE PRIVATE ROADS, COMMON AREA & LIMITED COMMON AREA AS INDICATED HEREON, TO THE SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12896 SOUTH PONY EXPRESS ROAD, SUITE 400, DRAPER, UTAH 84020.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28th
 DAY OF October, A.D. 2021
Brett Woodland Brett Woodland
 Assistant Secretary, Fieldstone Scenic Mountain West, LLC

STATE OF UTAH S.S.
COUNTY OF UTAH

ON THIS 28th DAY OF October, A.D. 2021, PERSONALLY APPEARED BEFORE ME Brett Woods and THE
SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Asst. Secretary
OF Fieldstone Scenic Mountain West LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE
FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.



STATE OF UTAH S.S.
COUNTY OF UTAH

ON THIS _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____ THE
SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____
OF _____, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE
FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

NOTARY PUBLIC FULL NAME: _____
 COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____
 A NOTARY PUBLIC COMMISSIONED IN UTAH

THE City Council OF Essex Mountain, NY
COUNTY OF CATIA, 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 13 DAY OF November, A.D. 2021
James J. ...
APPROVED BY MAYOR
...
APPROVED BY CITY ATTORNEY

APPROVED  ENGINEER
(See Seal Below)

ATTEST  CLERK/RECORDER
(See Seal Below)

SCENIC MOUNTAIN

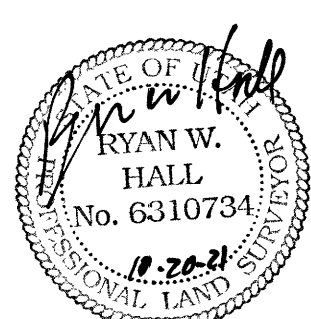
SUBDIVISION
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL
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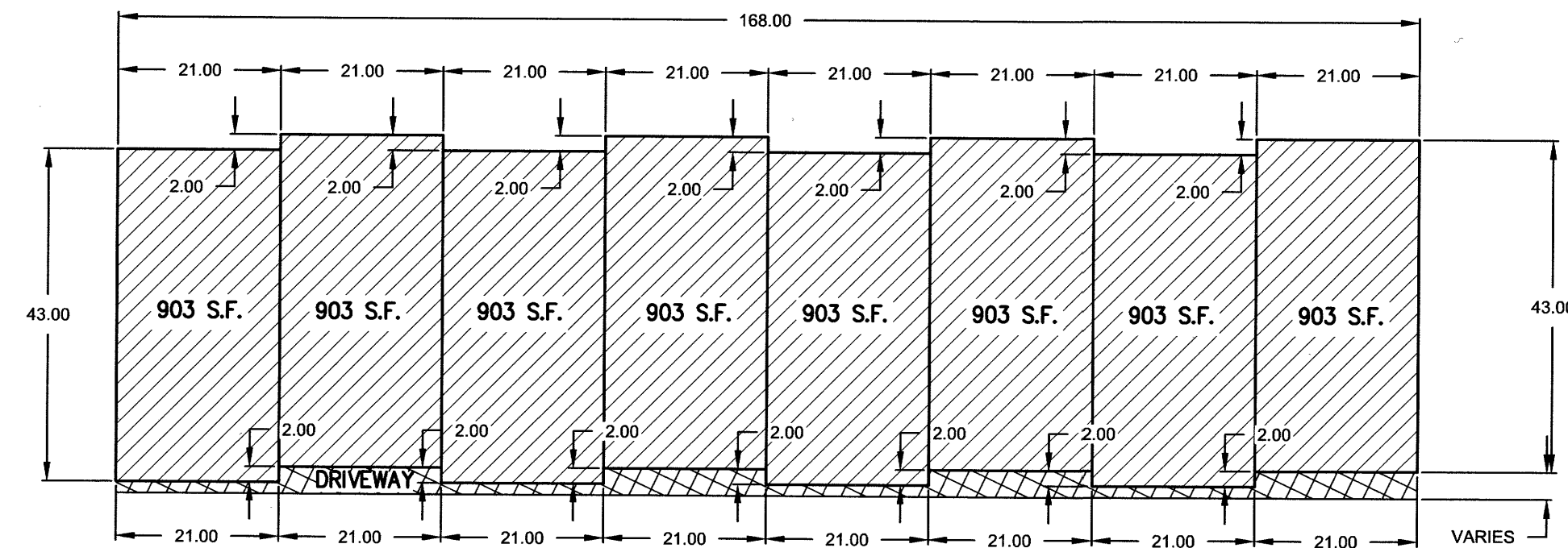
COUNTY-RECORDER SEAL



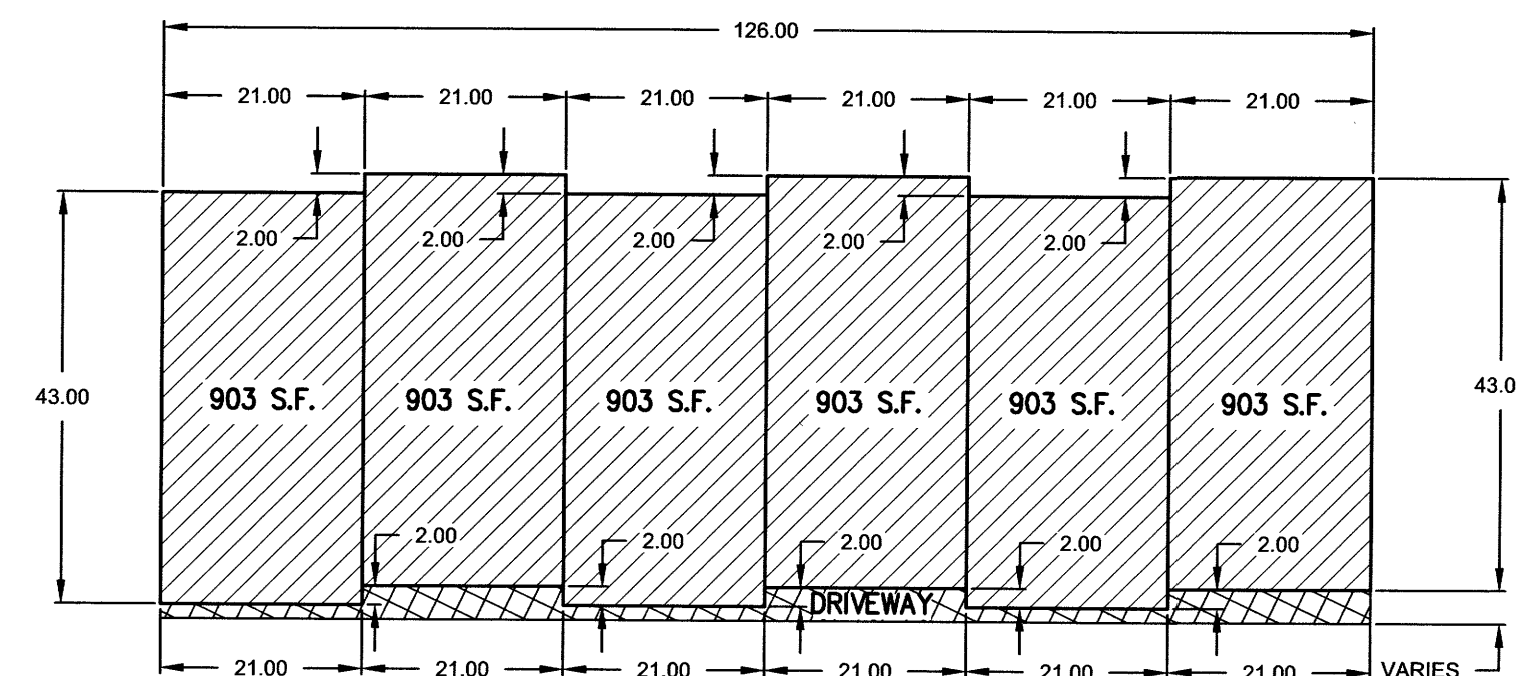
This form approved by Utah County and the municipalities therein

LEI # 18-002

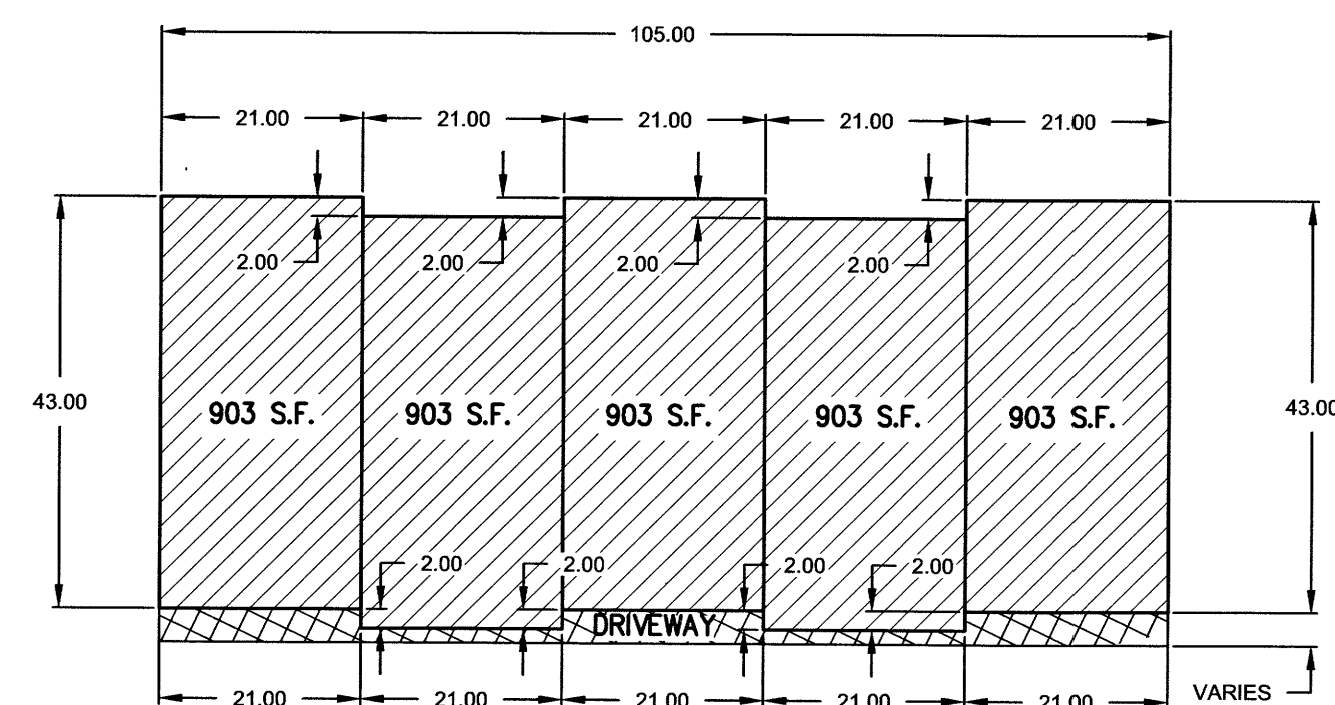
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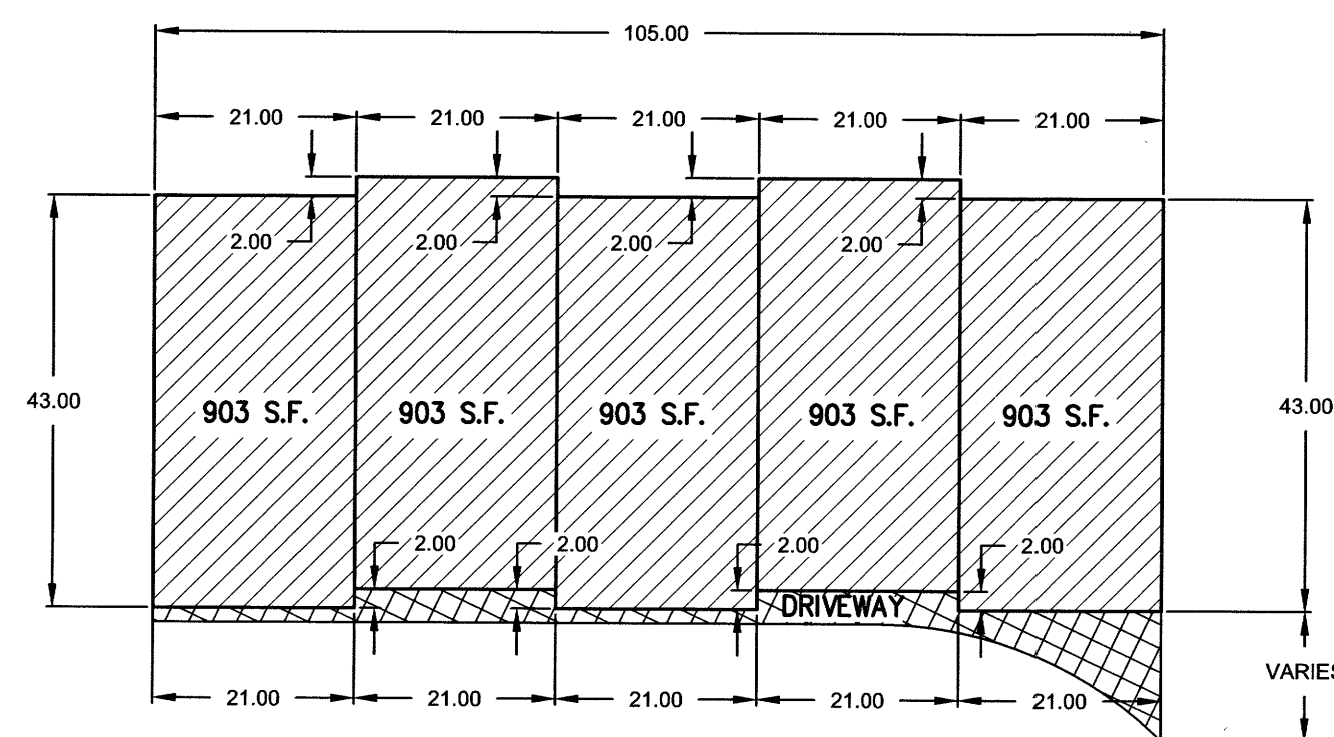
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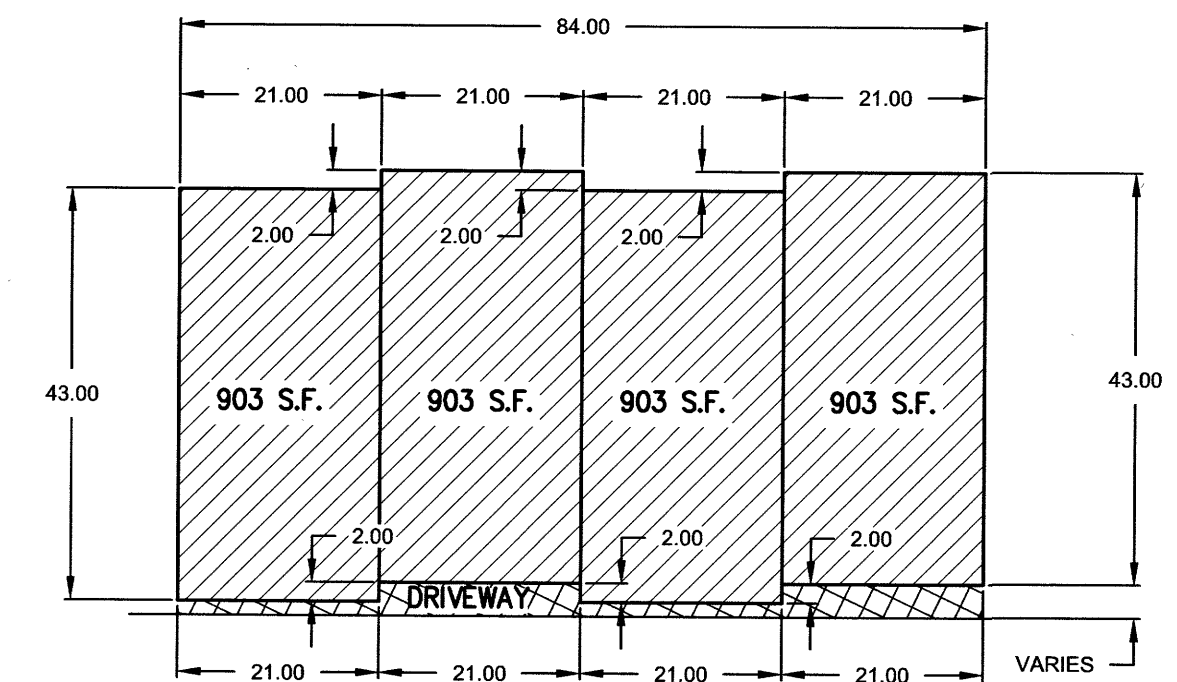
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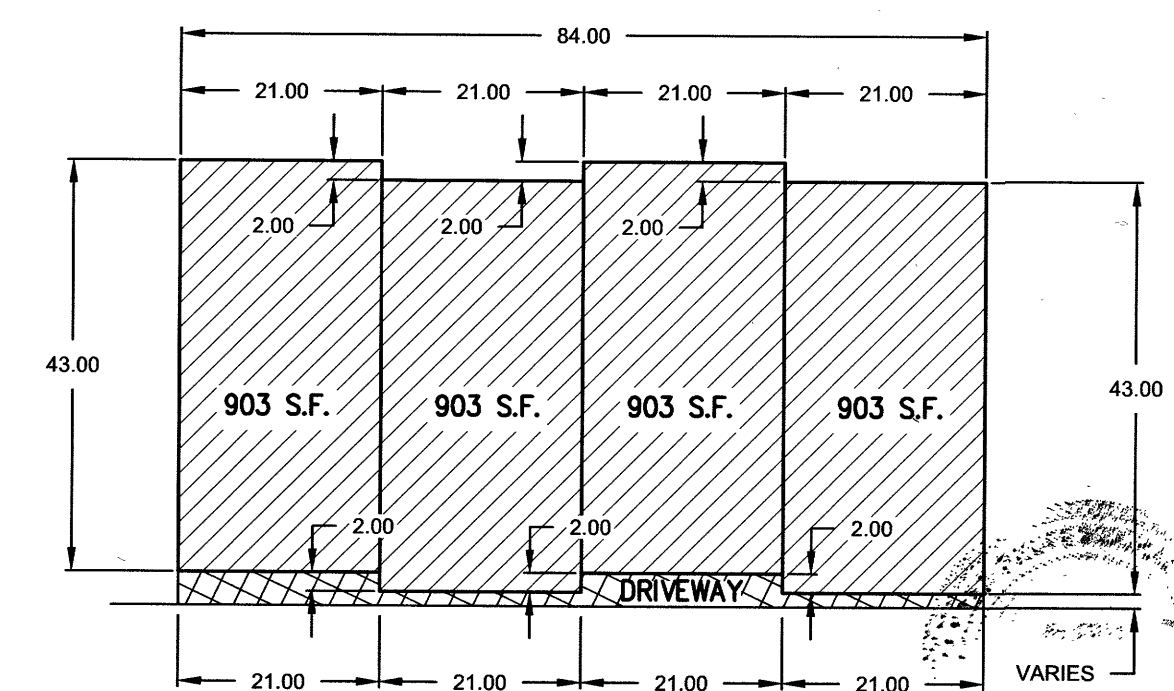
LOTS 209 THRU 213 AND LOTS 220 THRU 224



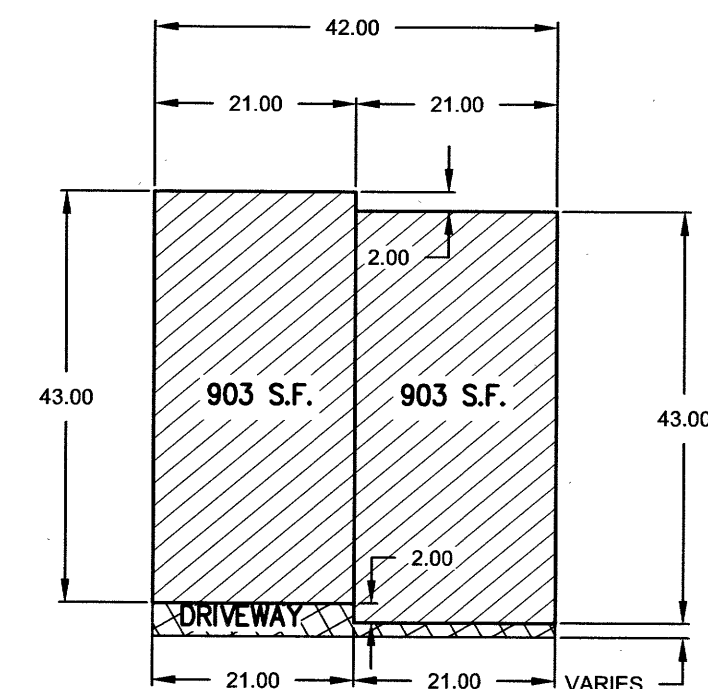
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LOTS 230 THRU 233

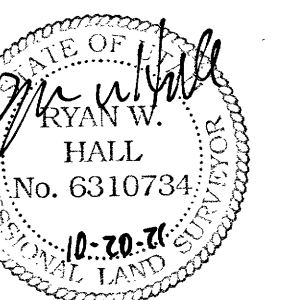


LOTS 234 THRU 237



LOTS 238 THRU 239

ENT 19604812021 Map # 18023
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 22 2:56 PM FEE 180.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY



LEGEND	
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINE
	PROPOSED STREET MONUMENT
	LIMITED COMMON AREA / P.U.E.
	PRIVATE AREA
	COMMON AREA / P.U.E.

18023.002

PHASE C, PLAT 2
SCENIC MOUNTAIN
SUBDIVISION
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN



EAGLE MOUNTAIN CITY COUNCIL – SPECIAL SESSION MEETING MINUTES

May 29, 2024, 6:00 PM

Joint Work Session with Eagle Mountain City, Lehi City,
Saratoga Springs City, Cedar Fort Town and
Fairfield Town

Public Safety Building, Broadbent Community Room
128 North 100 East, Lehi, UT 84043

6:00 P.M. WORK SESSION

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

EAGLE MOUNTAIN CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; and Elizabeth Fewkes, Recording Secretary.

CEDAR FORT TOWN ELECTED OFFICIALS PRESENT: Mayor Wyatt Cook and Councilmember Alex Carter.

FAIRFIELD TOWN ELECTED OFFICIALS PRESENT: Mayor Hollie McKinney.

LEHI CITY ELECTED OFFICIALS: Mayor Mark Johnson, Councilmembers Paige Albrecht, Chris Condie, Heather Newall, and Michelle Stallings.

SARATOGA SPRINGS CITY ELECTED OFFICIALS PRESENT: Mayor Jim Miller, Councilmembers Audrey Barton, Chris Carn, Michael McOmber, and Lance Wadman.

1. WELCOME

Mayor Mark Johnson called the meeting to order at 6:07 p.m. and welcomed the meeting participants. He spoke about the importance of working together to address transportation issues and the value of consulting with experts.

2. NORTH UTAH COUNTY TRANSPORTATION PRESENTATION AND DISCUSSION

Mayor Mark Johnson presented the item. He reviewed Mountainland Association of Governments Regional Transportation Plan population growth data for the west area of the region through 2050. Between 2000 and 2020, the west area (including Lehi, Eagle Mountain, and Saratoga Springs) has been the epicenter of statewide population growth, adding more than 150,000 people. Future population projections reach 393,000 people by 2050 equaling Utah County's total population around the 2002 Olympics.

Anticipated Full-Build Growth

- Potential long-term impacts and right-of-way needs.
- Projected population growth for 2024, 2050, and full build-out:

- Lehi: 90,000 (2024) → 113,000 (2050) → 185,000 (full build)
 - Saratoga Springs: 45,000 (2024) → 135,000 (2050) → 155,000 (full build)
 - Eagle Mountain: 50,000 (2024) → 145,000 (2050) → 240,000 (full build)
 - Total: 185,000 (2024) → 393,000 (2050) → 580,000 (full build)
- Growth projection numbers are lower than current corresponding city population numbers.

Focus Area 1: Point of the Mountain

- Regional plans involve:
 - Point of the Mountain Commission (2018)
 - Mountainland Association of Governments (MAG)
- Key planned roadways include:
 - Mountain View Corridor (MVC) freeway
 - Clubhouse Drive extension
 - New Bluffdale interchange
 - New North Lehi I-15 interchange
 - Lehi/Bluffdale Point of the Mountain North-South Connector
 - Flyover ramps at 2100 North/I-15

Trends

- Significant travel patterns between North I-15 and South MVC.
- High traffic volumes on:
 - Porter Rockwell Boulevard – volume above 6/7 lane capacity
 - Clubhouse Drive Extension - volume at 4/5 lane capacity
 - Triumph Boulevard - volume above 4/5 lane capacity
 - 2100 North Freeway – three lanes per direction needed

Alternatives

- Several alternatives were discussed resulting in a route connecting Mountain View Corridor to the Point of the Mountain that will carry 86,000 trips per day.
- Connection impacts include decreased volume and congestion on several roadways.
- Reduction in freeway travel distance between Point of the Mountain and 2100 North/ Mountain View Corridor interchange from 6.6 miles to 3.2 miles.

Focus Area 2: North Lake Area

- Freeway alignment alternative explored:
 - Option 1 – Pioneer Crossing
 - Option 2 – Pony Express Parkway
 - Option 3 – North Lakeshore

Volume Demand

- Scenario 2 shows the highest freeway demand.
- Scenario 3 shows the highest overall demand across four key east-west routes.
- Scenario 3 provides the highest overall capacity, followed by Scenario 2.

Discussion ensued regarding the following:

- Alignment Options:
 - Option 3: Will be a freeway-type facility with fewer connections and higher capacity.
 - Concerns about boat harbor preservation and Option 3 assisting with ice flow protection.
- Design and Feasibility:
 - Preliminary designs are underway for a freeway connector at the county line.

- Scenarios and Priorities:
 - Need for all three proposed road options (Pioneer Crossing, Pony Express Parkway, and North Lakeshore) to manage future traffic.
 - Prioritization and size of each road based on scenario evaluations.
- Environmental and Property Challenges:
 - Wetland impacts and geotechnical considerations for lake crossings.
 - State-owned corridors and the North Lakeshore causeway will cross only a small portion of wetlands minimizing environmental land acquisition issues.
- Interchange and Traffic Flow:
 - Management of traffic at key interchanges, particularly in Saratoga Springs near the future City Hall currently under construction.
 - Either Pony Express Parkway or North Lakeshore will become a freeway.
 - Discussion on merging freeway connections and handling increased traffic volumes.
- Collaboration and Planning:
 - Importance of a unified regional transportation plan involving all municipalities.
 - The role of accurate data and shared planning to avoid conflicting designs.
 - Emphasis on transit alternatives and integrated transit solutions in road planning.
 - The Utah Department of Transportation (UDOT) factored the bridge across the lake into all transportation models.
- Community and Legislative Considerations:
 - Addressing community concerns and future growth impacts.
 - Legislative support for collaborative, unified transportation plans.
 - Balancing current needs with future growth projections and infrastructure requirements.

Saratoga Springs City Manager Mark Christensen presented the Transit Plan 2024 which outlines a comprehensive plan for future transit routes and infrastructure improvements.

Main Objectives:

- Create logical connections from major points of interest (nodes) within the region
- Integrate the Lehi and American Fork FrontRunner Stations into proposed routes
- Encourage regional connectivity
- Connect the downtown and city center areas to UTA Park and Ride stations
- Prioritize ridership and direct routes
- Encourage multi-modal transportation.
- Connect to walking and biking routes.
- Policy document to help guide future development and identify key goals and objectives
- Propensity Maps to be considered for route planning in future updates to Transit Plan.

Summary of Proposed Routes:

- UTA Bus Route 809 (Options 1 and 2): A frequent service bus route proposed to replace the existing Route 806, enhancing connectivity between downtown Pleasant Grove and Eagle Mountain, including areas like Saratoga Springs and Lehi.
- UTA Bus Route 889: Proposed to connect Lehi FrontRunner Station and Eagle Mountain City Center.
- Bus Rapid Transit (BRT) Route (Options 1 and 2): Designed to enhance connectivity across various nodes including Vineyard, American Fork FrontRunner, and multiple park-and-ride locations leading to Eagle Mountain City Center.
- Eagle Mountain Loop: Connects The Ranches with Eagle Mountain City Center and includes a link to Cedar Fort.

- Lehi FrontRunner Loop: Links Lehi FrontRunner Station with key points in Saratoga Springs and Lehi.
- Lehi Main Street/Crossroads Boulevard Route: Focuses on connecting commercial and medical campuses along Lehi Main Street and Crossroads Boulevard, and potentially extending to American Fork.
- Saratoga Springs South Route: Services the southern part of Saratoga Springs with potential future expansion to Provo.
- Salt Lake County Route: Aims to connect Saratoga Springs City Center to Daybreak Trax Station and further to Salt Lake City Airport and the University of Utah.

Infrastructure Projects:

- UDOT Approved Projects (\$1.4 Billion) include:
 - Conversion of 2100 North to a freeway in Lehi: \$554 million (including \$275 in new funding)
 - Pioneer Crossing Flex Lanes: \$77 million
 - Extension of Mountain View Corridor South to Cory B. Wride Memorial Highway (SR-73): \$553 million
 - Cory B. Wride Freeway (SR-73) From Mountain View Corridor to Ranches Parkway: \$459 million

Discussion ensued regarding concerns about current schedules and transit times discouraging ridership, especially to Salt Lake City, as bus routes far exceed driving times, and the need for and anticipation of a gradual culture shift as growth continues leading to increased bus and train usage.

Mayor Johnson recommended that engineers from the cities collaborate to formulate a plan, which would then be reviewed by city planners then presented to elected officials.

3. OTHER GENERAL QUESTIONS AND DISCUSSION

The municipalities scheduled their next joint meeting for Tuesday, July 30, 2024, to be hosted by Saratoga Springs.

4. ADJOURNMENT

Mayor Mark Johnson adjourned the meeting at 7:34 p.m.

Approved by the City Council on June 18, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

June 4, 2024, 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 Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, and Rich Wood. Councilmember Brett Wright was excused.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; and B.J. Eccles; Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Marcus Draper, City Attorney; Angela Valenzuela, Human Resource Manager; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Michele Graves, Library Director; and Embret Fossum, Unified Fire Authority Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:05 p.m.

1. CITY MANAGER INFORMATION ITEMS

1.A. CONCEPT PLAN – Rose Ranch (Discussion Item Only)

Planner David Stroud presented the concept plan for Rose Ranch. The development, situated south of Brandon Park with Fairfield Road traversing the southeast quadrant, has a future land use designation of Neighborhood Residential One and is currently zoned Agriculture. The concept plan, revisited from a previous version in December 2023, proposes adjustments including an additional road on the west side and alignment of lot sizes across from Brandon Park to mirror existing configurations. The plan proposes 147 R3 lots and 78 R2 lots for a total of 225 lots and 3.76 acres of the 4.98 required open space with 3.40 acres dedicated to the City for future use when Fairfield Road is converted into a trail.

Discussion:

- The historical significance of the Pony Express Trail and preserving its integrity against future developments;
- Improved open space and areas designated for future open space use, including potential long-term plans for Fairfield Road's conversion into a trail corridor;
- Allowing Fairfield Road to remain and improving a trail along the side of the road rather than converting the full 280-foot road width into a trail;
- Concerns about the maintenance, utility, and vermin nuisance issues with open spaces with natural and native landscaping, with suggestions to enhance their appeal and functionality

through creative landscaping and community features such as historical markers, benches, or a pollinator garden; and

- Safety issues with road crossing should both sides of Fairfield Road be improved open space.

Applicant representative Brandon Watson with Edge Homes stated that they are amenable to developing or preserving Fairfield Road for a future trail and amending the plan in accordance with the desires of the Council. Fencing and other measures would be put in place should the open space on the northeast and southwest sides of Fairfield Road be improved to promote safety to protect from children running across the road to the other area.

Councilmember Wood requested that the applicant provide a different park amenity than a tot lot for greater variety and longevity.

Councilmember Gray asked for the future plan to identify the lots that meet the R1 Zone lot size minimums to be able to better assess that the plan meets the intention for lot size varieties within the Neighborhood Residential One land use designation.

1.B. Modular Home Presentation by Ivory Innovations

Director of Construction and Design Amro Al-Nimri with Ivory Innovations explained that while productivity in industries like manufacturing has significantly increased since 1947, the construction industry has stagnated. He detailed that modular construction involves building components offsite in controlled conditions, adhering to the same standards as traditional methods but with advantages such as increased speed, reduced costs, better quality, improved safety, and reduced waste due to precision manufacturing. He presented various aspects of modular construction, methods, and manufacturing; how they differ from site-built projects; and a case study of a multifamily project using modular construction, illustrating the practical application of the technology in building affordable housing.

Councilmember Wood inquired about the design flexibility of modular homes, specifically if they could incorporate curvilinear shapes and the direct benefit of cost savings to consumers rather than a greater profit margin for the builder.

Mr. Al-Nimri explained that current modular designs are typically rectilinear, and more complex shapes might be better achieved with technologies like 3D printing, although this could be more costly. Increased competition and production efficiency should theoretically lower home prices utilizing 3D printing.

Councilmember Clark expressed concerns about the impact of modular construction on local construction jobs, highlighting a preference for local manufacturing facilities to mitigate job displacement and reduce costs.

Mr. Al-Nimri recognized Councilmember Clark's concerns and agreed on the advantages of local partnerships, mentioning ongoing dialogues with Utah manufacturers. Nevertheless, using established out-of-state facilities can offer efficiency and potential cost savings for certain large projects.

1.C. Hotel Market Feasibility Study Results

Economic Development Director Evan Berrett presented the findings of the Hotel Market Feasibility Study, highlighting the potential for hotel development in Eagle Mountain. Conducted by the nationally recognized firm, HVS, the study confirms that the City can support one or more hotels, catering to both business and leisure visitors. Hotels will benefit local companies, tourism, and sporting events, and provide quality of life improvements for residents by offering accommodation options for visitors and bringing in additional tax revenue. The study recommends an upper-midscale to upscale hotel with an extended stay option, featuring 120 to 140 guestrooms, and amenities like a swimming pool and 1,000 to 2,000 square feet of meeting space to accommodate up to 100 people. The proposed hotel would be a four-story building with occupancy expected to reach 83% by its third year of operation.

Potential hotel locations include east of the Walmart on Cory B. Wride Memorial Highway, Ranches Crossing, and the future Downtown Commercial area. At the International Council of Shopping Centers (ICSC) conference, discussions with major hotel brands such as Marriott, IHG, and Hyatt showed a strong interest in the market, influenced by the positive results of the study.

Mr. Berrett recommended amending the parking code to one space per room with extra spaces for staff and meeting spaces, modifying height restrictions to allow four-story hotels in the Commercial Regional Zone, and retaining the two-to-three-story height limitation for any other location.

After discussion of the proposal including some Councilmembers expressing concerns with the proposed height changes, Mr. Berrett verified with the City Council that he should return with an amendment to the parking standards and that height restrictions could be addressed through individual agreements with the City.

1.D. DISCUSSION – Firefly PID Proposed Amendment to Governing Documents

Chase Andrizzi presented on behalf of the Firefly Public Infrastructure District (PID), discussing proposed amendments to the PID's governing documents. The amendments are prompted by suggestions from financial consultants and are aimed at optimizing the financial and operational aspects of the PID, particularly concerning the repayment of assessment bonds. The first proposed amendment involves changing the repayment timing of the bonds from the point of building permit to the point of property conveyance to the end user. In response to property appraisals and market analysis, the second amendment proposes replacing the current variable mill levy rate, which averages six mills and includes the condition that the weighted average cost should not exceed \$780 per unit per year, with a new fixed rate of three mills.

Councilmember Gray inquired about the advantages of fixing the rate at three mills, questioning how this would benefit the project financially, especially in terms of bond pricing and repayment. He expressed a desire for more detailed information in future discussions to better understand the financial implications.

Mr. Andrizzi clarified that fixing the rate simplifies financial management, as variable rates complicate bond repayment. They noted that based on the development's approved units, the rate usually averages around 2.9 mills.

Councilmember Burnham echoed the need for additional information, especially regarding the impact on residents.

1.E. DISCUSSION – Downtown Master Plan RFP

Mr. Berrett presented the item outlining the comprehensive plans for the future downtown area in Eagle Mountain. The objective is to establish a vibrant and culturally rich space that reflects the lifestyle preferences of the community, celebrates its unique identity, and offers extensive social, shopping, and recreational opportunities.

Key aspects of the downtown development strategy:

- Concept of Downtown: The envisioned downtown area will be more than just a commercial center; it will be a community and cultural hub. The plans include the integration of essential civic facilities such as a new City Hall, public library, public safety building, and spaces for recreation and the arts, all within a main street retail destination.
- Planning and Development Process: A request for proposals (RFP) has been launched for the master planning of the downtown area. This initiative is City-led but consultant-supported, emphasizing the importance of including both public and stakeholder input to ensure that the development aligns with community needs and City objectives.
- Optimal Timing: The project is seizing a unique timing opportunity, ahead of upcoming developments that could limit future possibilities. It supports the demand for small business opportunities and aims to enhance the overall quality of life for the residents.
- Involvement and Engagement: The development of downtown is a collaborative endeavor. The RFP process involves the City Council and deeply engages residents and stakeholders. There is a commitment to creating a downtown that is economically sustainable and welcoming to all.

Councilmember Burnham expressed appreciation to staff for incorporating Council directives into the RFP.

Councilmember Wood emphasized the importance of providing information to Councilmembers who were not present for previous presentations and incorporating Council input early in the process and throughout the project.

Discussion ensued regarding the inclusion of City Council input, process and timing concerns, information sharing, the procedure for RFP review, the role of committees, and future communications and meetings.

The Council agreed to send their feedback to staff prior to the posting of the RFP.

2. AGENDA REVIEW

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 6:19 p.m.

7:00 P.M. POLICY SESSION

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

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; and B.J. Eccles; Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Marcus Draper, City Attorney; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; and Embret Fossum, Unified Fire Authority Battalion Chief.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:13 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Clark led the Pledge of Allegiance.

6. RECOGNITION

- 6.A. Cedar Valley High School – Teen CERT Interns
 - Echo Burbano
 - Clara Cook
 - Tama Jones
 - Ami Moran
 - Cooper Ulibarri

Emergency Coordinator David Ulibarri recognized the CERT Teen Interns for the 2023-2024 school year and presented them with a certificate.

Cedar Valley High School Assistant Principal Kenyon Christiansen, Alpine School District Work-Based Learning Director Tom Wood, and Eagle Mountain City elected officials and staff congratulated the interns on their achievements.

7. INFORMATION ITEMS/UPCOMING EVENTS

8. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:21 p.m.

Paula Vigil advocated for harsher punishments for the abuse of disabled adults after an abuser received a lesser punishment due to her daughter's age rather than cognitive and physical abilities than if he had harmed a child or an elderly individual. She beseeched City representatives and residents to reach out to State lawmakers to change the law to protect everyone who is defenseless against abuse.

Zac Huish thanked the City Council and staff for completing a trail connection in Sage Valley Park and highlighted its usage and positive community impact.

Stephanie Sears requested improvement to the Eagle Mountain dog park. Residents have volunteered to donate trees and to assist with the project.

Mayor Westmoreland closed public comment at 7:33 p.m.

9. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Clark

Councilmember Clark expressed gratitude for the community's engagement and highlighted the City's support for youth CERT training, which is challenging and beneficial. She praised City staff, particularly Fleet and Facilities/Operations Director Jeff Weber and David Ulibarri, for their roles in enhancing these programs and thanked the Pony Express Events team for an exceptional demolition derby.

Councilmember Burnham

Councilmember Burnham echoed Councilmember Clark's sentiments, thanking Special Events Manager Dawn Hancock and her team for the success of the Pony Express Days, noting the exceptional parade turnout, and expressing anticipation for the upcoming rodeo.

Councilmember Wood

Councilmember Wood thanked the staff for their efforts during the Pony Express Days, noting the extensive planning involved and the community's positive reception. He discussed the impressive attendance at the parade and other events, highlighting the derby's success and proposing considerations for future improvements to accommodate more attendees.

Councilmember Gray

Councilmember Gray stated his appreciation for community and staff efforts, particularly highlighting the impact of programs for high school students. He expressed concerns about traffic safety near the rodeo area, suggesting increased patrol to manage the high activity, and emphasized the importance of continuous improvement in event organization and safety.

CONSENT AGENDA

10. BOND RELEASES

10.A. Antelope Meadows Phase B, Plat 3 – Into Warranty

10.B. Lone Tree at Circle Five Ranch – Phase F, Plat 2 – Out of Warranty

10.C. Scenic Mountain Phase C, Plat 1 – Out of Warranty

10.D. Scenic Mountain Phase C, Plat 2 – Out of Warranty

After discussion, the Council determined to remove items 10.C. and 10.D. to allow the City Engineer to verify the sewer lift station issues have been resolved before the plats go out of warranty.

11. MINUTES

11.A. May 14, 2024 Minutes – Special Budget Session City Council Meeting

Councilmember Gray requested a correction to the formatting of the attendance list.

11.B. May 21, 2024 Minutes – Special Joint Meeting with the City of Saratoga Springs and Town of Fairfield

11.C. May 21, 2024 Minutes – Regular City Council Meeting

Councilmember Gray requested a change on page 14 to reword a sentence in the first paragraph to read, “He pointed out the potential misunderstandings regarding the duplication of expenditures, explaining that it might result in cost savings as it involves redistributing existing services rather than duplicating them,” removing the word *not* to better reflect the intention of his comment.

12. MOTION

12.A. MOTION – Consideration and Approval of Extended Construction Hours as per EMMC 8.15.080(G) for the Construction of Firefly 4 MG Tank

FX Construction is the contractor for this project. City Engineer Chris Trusty noted that the contractor offered to bear the cost of a hotel room for the resident living on the access road to the tank to avoid any noise issues during the all-night concrete pour. The resident did not elect to take the offer. All other homes are more than a mile away from the site and should not be affected by the noise. The Communications Department has initiated a PR campaign to inform residents in the area about improvements in water pressure due to the new tank.

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Professional Service Agreement with OnPointe Insights, Inc., for Public Engagement Surveys for the General Plan Update and Other Long-Range Planning Activities.

Councilmember Clark noted that the City has been asked by Alpine School District to conduct a resident survey about the potential district split. She inquired about the cost of adding additional surveys to this contract.

Planning Director Bradon Larsen explained that the cost is \$19,000 for a single survey, but if the City enters a three-year agreement, each survey would be \$4,000 less, offering significant savings. A commitment to one survey per year is required under this agreement. The scope of the survey will dictate the price and the exact cost for additional surveys has not been stipulated in the agreement. He has worked with OnPointe in the past and was impressed by their work. They offer services not available through other groups. Their interactive dashboard and efficient survey design allow

customization to drop irrelevant questions, thus streamlining the process. This approach aims to maintain the survey's neutrality and integrity, especially to avoid biases that might be introduced by special interest groups. The surveys will be distributed randomly via email and text using utility billing data to ensure a representative sample and to maintain the integrity of the data collected.

Councilmember Wood emphasized the need for Councilmembers to preview survey questions to ensure they align with the Council's strategic goals and accurately reflect the intended message to the public. He advocated for transparency in the survey process to ensure that the feedback collected genuinely represents the community's views without leading respondents towards predetermined answers.

Councilmember Gray requested to remove the item from the consent agenda and place it as a scheduled item for further discussion and to clarify concerns and questions regarding the need for and terms of the agreement as he feels similar surveys have not been necessary or utilized in the past.

- 13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Authorizing the Creation of the Local Building Authority of Eagle Mountain City, Utah, and Designating the City Council to be the Board of Trustees of the Local Building Authority for the Purpose of Incorporating as a Nonprofit Corporation, and Approving Articles of Incorporation and Bylaws, Consistent with the Constitution and Laws of the State of Utah.

Councilmember Wood asked to remove the item from the consent agenda and to postpone the vote as Councilmember Wright was not in attendance. He clarified that Councilmember Wright had not requested that the item be delayed, but he feels it would be beneficial to have all elected officials present for the vote on the item as a new authority is being created.

Staff confirmed that postponing the approval of the item would not cause significant delays and conversely, approving the item would not have any unalterable ramifications. Paperwork still needs to be filed and the Board of Trustees would be the Council with the Mayor serving as Chair.

MOTION: *Councilmember Gray moved to approve the consent agenda removing items 10.C., and 10.D.; also removing items 13.A. and 13.B. and placing them as scheduled items; and editing the minutes as discussed. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

SCHEDULED ITEMS

13. RESOLUTIONS

- 13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Professional Service Agreement with OnPointe Insights, Inc., for Public Engagement Surveys for the General Plan Update and Other Long-Range Planning Activities.

Councilmember Gray expressed hesitancy in approving the agreement due to concerns about the merits of surveys for the General Plan. He questioned the financial prudence of spending funds on surveys when community opinions might already be known from smaller engagements and public hearings. He inquired whether the survey would save money or staff effort.

Councilmember Wood advocated for ensuring survey representation across all City areas and maintaining the integrity of survey questions to avoid biased results. He acknowledged the challenge of getting a large number of responses but recognized the value of guaranteed data from a professional service.

Councilmember Clark expressed confidence in using scientific methods for surveys, noting past issues with non-scientific surveys. She supported providing adequate tools and funding for thorough data collection noting the benefits of instructive information from residents on park amenities. She thinks such data would be useful for the General Plan. Ultimately, she does not think that staff would make the request unless it would save them time.

Councilmember Burnham supported Councilmember review of the survey questions but emphasized that questions should remain even if they conflict with the personal views of Councilmembers, advocating for a comprehensive approach to gather genuine community feedback.

Mayor Westmoreland emphasized the importance of data in making informed decisions. He acknowledged that while some Councilmembers might feel they have a good understanding of the community's needs from years of engagement, staff might benefit from additional data to ensure comprehensive planning.

Mr. Larsen elaborated on challenges with non-scientific polling dominated by special interest groups, leading to skewed results. This happened with a recent Provo City survey. He described how scientific surveys helped realign that city's General Plan by providing data reflective of the entire community. He explained that the survey would capture broader and more scientifically valid input, emphasizing its cost-effectiveness compared to more extensive consulting services. He stated the survey would guarantee 800 completed surveys with a maximum of 1,500, ensuring statistically significant results.

MOTION: *Councilmember Wood moved to approve a resolution of Eagle Mountain City, Utah, approving a professional service agreement with OnPointe Insights, Inc., for public engagement surveys for the General Plan update and other long-range planning activities for one year. Councilmember Clark seconded the motion.*

Councilmember Wood explained that he is hesitant to agree to future surveys without knowing the cost.

Mr. Larsen clarified that the agreement includes a non-appropriation clause, allowing termination of the agreement if future funding is not approved by the Council.

AMENDED MOTION: *Councilmember Wood moved to approve a resolution of Eagle Mountain City, Utah, approving a professional service agreement with OnPointe Insights, Inc., for public engagement surveys for the General Plan update and other long-range planning activities. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes

Rich Wood	Yes
Brett Wright	Absent

The motion passed with a unanimous vote.

- 13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Authorizing the Creation of the Local Building Authority of Eagle Mountain City, Utah, and Designating the City Council to be the Board of Trustees of the Local Building Authority for the Purpose of Incorporating as a Nonprofit Corporation, and Approving Articles of Incorporation and Bylaws, Consistent with the Constitution and Laws of the State of Utah.

Councilmember Wood emphasized the importance of thorough discussion and consideration when dealing with significant issues such as the creation of a nonprofit organization that will manage finances and bonds. He suggested that such items should not be included on the consent agenda due to their complexity and impact, advocating for a more comprehensive review and the inclusion of absent Councilmembers' opinions.

Councilmember Clark supported the idea of a more detailed presentation from staff, reflecting a need for better understanding and discussion of the resolution before proceeding. She proposed tabling the discussion to allow for additional information and deliberation in a subsequent meeting.

Councilmember Burnham raised a procedural question about the election of officers within the newly proposed building authority, expressing confusion over the designation of roles and the election process as stipulated in the bylaws.

Staff clarified the procedural steps and legal framework regarding the creation of the local building authority, explaining that the initial step is merely to authorize its creation, which is a prerequisite for further actions like filing articles of incorporation and electing officers at future meetings.

MOTION: ***Councilmember Burnham moved to approve a resolution of Eagle Mountain City, Utah, authorizing the creation of the local building authority of Eagle Mountain City, Utah, and designating the City Council to be the Board of Trustees of the Local Building Authority for the purpose of incorporating as a nonprofit corporation, and approving articles of incorporation and bylaws, consistent with the constitution and laws of the State of Utah. Councilmember Wood seconded the motion.***

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

The motion passed with a unanimous vote.

Assistant City Manager/City Recorder Fionnuala Kofoed clarified that the intention was to have the item on the agenda as a scheduled item and it had inadvertently been placed on the consent agenda. Typically, such items will be placed as scheduled items to facilitate discussion.

14. PUBLIC HEARINGS

- 14.A. PUBLIC HEARING – Fiscal Year 2025 Tentative Budget. ****DISCUSSION ITEM ONLY****

Finance Director Kimberly Ruesch noted that there have been no new changes to the Fiscal Year 2025 tentative budget since the last public hearing. She emphasized that the purpose of the current meeting was to provide a platform for public input and for the Council to discuss any additional items or concerns related to the budget.

Councilmember Wood requested clarification on the "other sources of funding" listed in the budget on page 10, noting it was a significant amount that lacked detailed descriptions. He suggested that adding examples or an explanatory note could help clarify these sources for both the Council and the public. He asked how the creation of a building authority would be reflected in the budget.

Ms. Ruesch explained that the Local Building Authority would function similarly to the Redevelopment Agency (RDA) from an accounting perspective, being considered a blended component unit with its own fund. This means that while it operates as its own entity, it reports as part of Eagle Mountain City's government in financial reports, much like the RDA. The primary function of this authority is as a financing tool, allowing the issuance of lease revenue bonds, with payments based on the square footage used by various divisions and departments, transferred from the General Fund. The 2024 budget includes significant Capital Projects, primarily funded by prior-year reserves. Other sources of funding are mostly obtained from reserves from the prior year's fund balance. The Fiscal Year 2025 budget includes \$20 million in water impact fees, the bulk coming from Fiscal Year 2024 reserves. The impact fee category indicates funds collected in the current year. She indicated the benefit of specifying the use of reserves separately from other funding sources to clarify the origin of funds. The budget retains the maximum allocation for funding reserves even taking into account one-time budget requests.

Mayor Westmoreland opened the public hearing at 8:54 p.m. As there were no comments, he closed the hearing.

Ms. Ruesch stated that the next Council meeting would include the certified tax rate, which might slightly alter the revenue projections once finalized. Funding is planned to be accommodated in the current fiscal year for the purchase of a tractor. This purchase will be included on the agenda for the next Council meeting as part of the year-end budget opening, with price estimates provided.

14.B. RESOLUTION/PUBLIC HEARING – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule for Water and Sewer Rates.

Finance/Management Analyst Terrence Dela Pena introduced the item and stated that there have been no changes since the item was presented during the previous meeting.

Mayor Westmoreland opened the public hearing at 8:56 p.m. As there were no comments, he closed the hearing.

Councilmember Clark mentioned the importance of Option Three in ensuring a solid financial position for the City. It spreads costs based on usage, which is beneficial for the City's long-term financial health.

Councilmember Gray voiced support for Option Three, noting he had discussed it briefly with Councilmember Wright, who also supports this option.

Discussion reviewed and clarified the terms of the following three options for rate changes:

- Option 1: Status Quo: Retains current uniform rate structure with a 2.5% annual increase.
- Option 2: Base Rate Only: Introduces a base rate varying by meter size with an 18% increase in 2025, 15% in 2026, and 4% in 2027.
- Option 3: Base and Volume: Implements a base rate by meter size and a volume rate based on winter usage with a 2.5% annual increase for residential and commercial, and higher increases for industrial.

MOTION: *Councilmember Wood moved to approve a resolution of Eagle Mountain City, Utah, amending the Eagle Mountain City consolidated fee schedule for water and sewer rates choosing Option 3. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

15. ORDINANCES

- 15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapters 5.10 Beer Sales, 5.20 Sexually Orientated Businesses and 5.25 Residential Solicitation.

City Attorney Marcus Draper explained that the amendments to the beer sales chapter are minor and aim to align with State law. The changes to residential solicitation and sexually oriented businesses address First Amendment concerns in the current code, particularly the amendments to the sexually oriented businesses section, to ensure constitutional compliance and withstand legal challenges. He clarified that the application process is stipulated in current Municipal Code standards but was excluded from the amendment as it is not being changed.

Councilmember Gray inquired about zoning for sexually oriented businesses, confirming they are currently allowed in the Industrial Zone. He emphasized the need to identify appropriate zones to prevent such businesses in residential areas.

Mr. Mumford clarified zoning for sexually oriented businesses, stating they are special uses in the Light Manufacturing Distribution (LMD) Zone. He confirmed the need to align special use standards with the proposed amendments. Staff is working on an amendment to change conditional uses in industrial zones to special uses.

Councilmember Clark suggested reviewing regulations for tattoo establishments, noting a loophole where beauty salons can offer similar, nonprohibited services. She highlighted the changing perception of tattoo services and the need to update the code accordingly.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Chapters 5.10 Beer Sales, 5.20 Sexually Orientated Businesses, and 5.25 Residential Solicitation. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes

Rich Wood
Brett Wright

Yes
Absent

The motion passed with a unanimous vote.

16. RESOLUTION

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Rodeo Grounds Operation, Management and Lease Agreement with Pony Express Events.

Councilmember Gray disclosed his involvement with Pony Express Events and stated as such he would abstain from voting on this item

Mr. Mumford noted that the agreement was added to the agenda because the current agreement is outdated and does not align with the Council's desire to support Pony Express Events more fully.

Councilmember Wood expressed concerns about the current agreement, particularly the maintenance requirements, which he believes are overly punitive for a nonprofit organization that relies on funding from only two events per year. He suggested that the City should show more support for third-party organizations and adopt a more cooperative approach in lease agreements. He suggested drafting a new agreement, led by the City Attorney, that better supports the organization while protecting the City's interests. He emphasized that the City should take responsibility for park maintenance and provide more funding and resources to support staff in maintaining high service levels.

Mayor Westmoreland stated that he views the rodeo grounds as a venue and that the City should take pride in providing quality venues. He recommended taking the time to listen to and consider all perspectives.

Councilmember Burnham agreed with the direction of the discussion and highlighted the need for immediate action to allow Pony Express Events to use a City tractor for ground maintenance.

Mr. Mumford clarified the language prepared by the City Attorney allows Pony Express Events to lease equipment at fair market value to assist in their operations and maintenance of the rodeo grounds.

Mr. Draper clarified that the City cannot allow Pony Express Events to use the tractor for free; they must pay fair market value as required by State law. Staff prepared language that permits the tenant to lease equipment from the City at fair market value for operations and maintenance, provided the equipment is available. The current consideration for the lease is the maintenance performed by Pony Express Events, without which the \$1.00 per year lease would not be a legal agreement. He acknowledged the need to align the agreement with the Council's directive and confirmed plans to revisit and rewrite the lease agreement after the conclusion of the Pony Express Days events.

Councilmember Wood noted the unique requirements of the rodeo grounds, including the special sand used for events, and emphasized the need to protect this investment.

Staff explained that agreements with other recreational organizations include a fee per participant to cover park maintenance.

Public Works Director Brad Hickman stated the City is actively engaged in field preparation for baseball. He desires to review all recreational partnership agreements to ensure equitable treatment of all parties. Staff supports doing what is needed to maintain the facilities. He concurred with the importance of securing and maintaining the rodeo grounds, mentioning the installation of signs to manage semi-truck parking and the need for better monitoring and improvements.

Councilmember Clark emphasized the City's role in providing facilities like baseball diamonds and rodeo grounds, as they are uniquely positioned to do so. She believes the City should take care of these facilities and support volunteers. She expressed excitement about the Council's progress and the new direction they are taking. She suggested considering internet installation and cameras at the rodeo grounds to monitor and manage semi-truck parking, advocating for directing trucks to private parking and storage solutions as it falls outside the responsibility of the City.

The Council agreed on the importance of supporting the rodeo grounds as a quality venue and emphasized the need for consistent maintenance support across all City facilities.

MOTION: ***Councilmember Burnham moved to approve a resolution of Eagle Mountain City, Utah, amending the Eagle Mountain City Rodeo Grounds Operation, Management and Lease Agreement with Pony Express Events. Councilmember Clark seconded the motion.***

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

The motion passed with a vote of 3:0.

Councilmember Wood asked staff to rewrite the lease agreement following the rodeo to be presented to the Council at a future meeting.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Cliff Strachan provided an update on the Council's priority list. He discussed the progress on the items with the City Council and concerns regarding the implementation of affordable housing initiatives. He asked the Council to consider whether they desire to lower or waive the \$230 application fee in addition to removing impact fees for accessory dwelling units. He presented a draft of a City webpage with public information and announced the upcoming public hearings for the potential division of the Alpine School District.

The City Council provided the following feedback and directives regarding the webpage for the Alpine School District split:

- Emphasize clarity in the website's information, particularly regarding the projected costs and timeline for new school construction, to avoid causing unnecessary alarm;
- Highlight the City's support for local educational programs and partnerships to counter concerns about losing programs if the school district splits;
- Ensure the website allows residents to access comprehensive information and conduct their own research, rather than making assumptions on their behalf;

- Remove the study data and provide links to the three different studies on financial impacts to provide multiple perspectives and a balanced view;
- Exchange stock photos with pictures from Eagle Mountain City to show the local impact and importance of the decisions;
- Address potential issues with using City email for communications about Councilmember opinions about the district split, suggesting alternatives like personal contact information to avoid conflicts; and
- Review and clarify policies around the use of City resources for informational versus persuasive communication in the context of the upcoming vote on the school district split.

18. CITY COUNCIL/MAYOR'S BUSINESS

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Gray

Councilmember Gray announced the Youth Council dance on Saturday following the rodeo. He requested a review of the 24-hour truck parking rule due to enforcement issues and addressing sinkholes.

He provided current ticket sales updates for Pony Express Days for the derby and rodeo:

- Demolition Derby: Sold 2,911 tickets out of 2,928.
- Thursday's Rodeo: Sold almost 1,400 tickets out of 2,500.
- Friday's Rodeo: Sold 1,500 tickets out of 2,900.
- Saturday's Rodeo: Sold almost 2,000 tickets out of 2,900.

Councilmember Wood

Councilmember Wood praised the Event's Department for the efforts on the recent parade and carnival, highlighting their success and community participation. He suggested exploring more frequent use of the rodeo venue, such as hosting concerts. The Pony Express Rodeo will be on Thursday, Friday, and Saturday. He was unable to attend the last Chamber meeting but commended their support for small businesses. He proposed creating a charter for the Park and Recreation Advisory Board to provide direction and assist with service level improvements.

Councilmember Burnham

Councilmember Burnham reported that the Cemetery Board had not met recently but successfully conducted the Memorial Day presentation. The Arts Alliance participated in the parade and is planning a writers' workshop in June at the Eagle Mountain Chambers offices. She inquired about the upcoming vote on the Council pay increase, seeking clarification on its process.

After staff explained that approving the funds with the approval of the budget will not allocate the increase until the associated standards are updated, the City Council determined to further discuss the process for wage increases for elected officials during a future work session.

Councilmember Clark

Councilmember Clark announced the grand opening of the incubator program and Launchpad next Monday, with Governor Cox attending and presenting. The public open house will be from 5:00 to 7:00 p.m. She requested the relocation of the office phone at the Senior Center for convenience and to improve voicemail access. The Senior Advisory Board met with a City intern to discuss their needs for the City website. She mentioned the American Legion's interest in presenting to the City Council and forming a partnership agreement. The Arts Alliance and Chamber also need to update agreements

with the City. The Miss Eagle Mountain pageant is scheduled for June 29th. She reiterated the need to discuss the creation of a "Friends of" nonprofit to support City projects, requesting staff to research similar models.

Mayor Westmoreland

Mayor Westmoreland suggested having the American Legion meet with staff to prepare a presentation for the Council.

20. COMMUNICATION ITEMS

20.A. UPDATE – Upcoming Agenda Items

20.B. UPDATE – Department Reports

21. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 10:22 p.m. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 10:22 p.m.

Approved by the City Council on June 18, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Pony Express Memorial Cemetery Rules and Regulations.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

No

PREPARED BY:

Lianne Pengra, Recorder's Office

PRESENTED BY:

Assistant City Manager/City Recorder Fionnuala B. Kofoed

RECOMMENDATION:

Staff recommends the City Council adopt a resolution of Eagle Mountain City, Utah, amending the Pony Express Memorial Cemetery Rules and Regulations.

BACKGROUND:

The Pony Express Memorial Cemetery Rules and Regulations were adopted by the City Council on July 15, 2014. The proposed amendment does the following:

1. Changes language referencing "Purchase of Spaces" to "Purchase of Burial Rights,"
2. Clarifies the required specifications for headstones, markers, and monuments,
3. Adds a prohibition on burials and graveside services from the Wednesday prior to Memorial Day through Memorial Day,
4. Adds language regarding headstone, marker, and monument installation processes, and
5. Removes Sunday and holiday interments from the fee schedule.

ITEMS FOR CONSIDERATION:

N/A

REQUIRED FINDINGS:

N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

[RES--Cemetery Rules and Regulations Amendment](#)

[Cemetery Rules and Regulations - Redlines](#)

[Exhibit B Headstone Specifications](#)

RESOLUTION NO. R-_____ -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
PONY EXPRESS MEMORIAL CEMETERY RULES AND REGULATIONS

PREAMBLE

WHEREAS, on July 15, 2014, the City Council adopted the Pony Express Memorial Cemetery Rules and Regulations; and

WHEREAS, the City desires to amend the rules and regulations for the operation of the Cemetery, which include procedures for purchasing and transferring interment rights, regulations on types of grave markers, prohibits activities in the Cemetery, and fees.

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

1. The City Council hereby adopts the amended Pony Express Memorial Cemetery Rules and Regulations, as set forth in Exhibit A .
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of June, 2024.

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, Utah on the 18th day of June, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Pony Express Memorial Cemetery Rules & Regulations

A. PURPOSE:

The purpose of the cemetery is to provide an affordable, peaceful, and well-maintained permanent resting place and memorial for the deceased.

B. GENERAL PROVISIONS:

The cemetery is owned by the City and shall be operated and maintained by the City or its designee. Cemetery records shall be maintained by the City or its designee.

C. DEFINITIONS:

1. "Body" means the remains of one human body (cremated or otherwise).
2. "Cemetery" means the real property owned by Eagle Mountain City, used and reserved for interment of the dead.
3. "City" means Eagle Mountain City.
4. "Disinterment" means the opening or excavation of an existing space.
5. "Infant" means a fetus or a child less than two (2) years of age. Casket and vault must be less than 36 inches in length.
6. "Interment" or "Inter" means the burial of a body in a space.
7. "Lot" means an area containing eight (8) spaces.
8. "Space" means a legal and authorized gravesite generally measuring five feet by 10 feet (5' x 10') and intended for interment.
9. "Transfer" means to sell, donate, exchange, trade, or convey a space.
10. "Resident" means at the time of purchase:
 - a. Any person who was domiciled within City at the time of death, regardless of the actual place of death;
 - b. Any person who was a legal resident of City at the time of death; or
 - c. Any person who had been domiciled in City but moved from City for the purpose of receiving medical treatment or living in a residential care facility.

D. SEXTON:

1. The City Administrator shall designate an employee or volunteer to act as the Sexton for the cemetery.
2. The Sexton shall be responsible to keep the streets, alleys, walks, and avenues in the cemetery in good order and unobstructed so that free access can be had to any lot. The Sexton shall cause a suitable marker to be erected upon the southeast corner of each lot with the number of the lot and the block inscribed thereon.
3. The Sexton shall manage the opening and closing of all interments and disinterments. The Sexton or designee shall maintain a plat of the cemetery; assist any person wishing to purchase in determining the location of any unoccupied lots or parts of lots for sale; and, upon application and payment of the price thereof into the City Recorder's Office, make and execute a certificate of burial rights to the purchaser.

E. REGISTRAR OF BURIALS:

The Sexton or the Sexton's assistant shall be the registrar of burials for the City. Before burying or disinterring any body, the persons having charge of said body shall be required to furnish a copy of the death certificate, or a statement of said death, which shall be recorded in a record kept for that purpose by the Sexton. Such statement, as well as the record, shall include, if known, the name of the person deceased, when and where born, parentage, the date of death, the date of burial, the name of the cemetery, the number of the lot and block where said person is buried, and if disinterred and transferred beyond the corporate limits of Eagle Mountain City.

F. OWNERSHIP AND CERTIFICATES:

1. **Rights of Ownership.** In accordance with UTAH CODE ANN., Section 8-5-7, ownership of a space within the cemetery shall provide only the right to be interred in the cemetery and is not a deed to convey title to real property.
2. **Purchase of ~~Spaces~~ Burial Rights.** Residents and nonresidents may purchase ~~spaces~~ burial rights in the cemetery for the price listed on the ~~attached Exhibit A,~~ Fee Schedule. Residents must provide evidence in a form acceptable to the City that they are a Resident to receive the resident rate. No individual may purchase burial rights for more than eight (8) spaces. The purchase price for burial rights ~~each space~~ includes perpetual care with no maintenance fee to be assessed. All ~~spaces~~ burial rights purchased for the resident rate shall be clearly marked on a Right to Burial purchase form certificate to indicate that the owner paid the resident price for the cemetery ~~space~~ burial rights. ~~Spaces~~ Burial rights are not intended for resale.
3. **Certificate of Interment Rights.** Owners of ~~each space~~ burial rights shall be issued a certificate of interment rights which describes the location of the space within the cemetery. The City shall retain duplicate records of all certificates of interment rights issued by the City. City records

shall be the official record of ownership-burial rights for all spaces. The certificate of interment rights shall include a statement that uses of the spaces are subject to these rules, as amended.

4. **Transfer of Space.** A certificate of interment rights for an unoccupied space may be transferred by the owner of the space by: (1) presenting the original certificate of interment rights, (2) completing a space-right to burial transfer form, (3) paying the certificate fee for each new certificate that is required by virtue of the transfer, (4) either appearing in person and producing photo identification proving the owner's identity, or having the owner's signature on the space burial rights transfer form notarized by a licensed notary, and (5) providing evidence in a form acceptable to the City that the transferee is a family member of such owner, or the space has been donated to a person without consideration. The transfer of certificates of interment rights owned by deceased persons shall be completed in accordance with the Utah Uniform Probate Code. If spaces-burial rights are purchased at the resident rate and are transferred to a nonresident who is not the space-burial rights owner's spouse, parent, sibling, child, grandchild or great grandchild, prior to a new certificate being issued, the transferee must pay the difference between the resident rate and the nonresident rate at the time of transfer, and pay the certificate fee charge. For every space-burial right transferred, a new certificate of interment rights shall be issued, and the old certificate of interment rights shall be null and void.
5. **Duplicate Certificates of Interment Rights.** Duplicate certificates of interment rights may be issued upon written application of owner and payment of the deed-burial rights transfer fee. Duplicate certificates of interment rights shall be clearly marked with the words "Duplicate Certificate."
6. **Abandonment and Forfeiture of Spaces.** The City may terminate the rights of owners of spaces burial rights in accordance with UTAH CODE ANN. § 8-5-1, *et seq* (unused or unkept burial spaces for 60 years).

G. PROCEDURES:

1. **Caskets or Coffins.** All bodies, remains, or other items buried with the body must be in a casket, coffin, or urn. All caskets, coffins, or urns must be enclosed in a concrete vault that is acceptable to the City.
2. **Excavating Spaces.** No person other than City-authorized personnel shall excavate a gravesite unless authorized in writing by the Mayor or designee.
3. **Application.** The City shall not open a space for interment, provide interment services, or provide disinterment services until the City has received a completed application for interment or disinterment, on the form provided by the City, signed by a relative of the deceased, ecclesiastical leader, or licensed funeral director representing the deceased together with the fee as provided herein.
4. **Proof of Ownership.** If the deceased is the sole owner of the spaceburial rights, the City shall verify the identity of the deceased prior to interment. If the space is owned by someone other

than the deceased, written permission in a form acceptable to the City from the owner of the certificate of interment rights shall be required prior to any interment.

5. **Payment of Fees.** The fee to open and close the gravesite, as set forth on ~~the attached~~ Exhibit A, Fee Schedule, shall be paid in full prior to any interment or disinterment.
6. **Additional Fees and Charges.** Fees and costs in addition to those set forth in ~~the attached~~ Exhibit A, Fee Schedule may be charged for special circumstances requiring additional City staff, equipment, or resources. Such additional charges shall be paid in full prior to any interment or disinterment.
7. **Closing of Gravesites.** City personnel shall close any open gravesite promptly after the casket or coffin is placed inside the vault.
8. **Disinterment Services.** The City shall provide disinterment services only for persons buried in a nonbiodegradable vault and in accordance with applicable statutes, rules, and regulations together with the fee as provided herein. The requestor shall arrange for and pay any associated costs for a funeral director to be present at a disinterment. The requestor shall arrange for and pay any associated costs for a licensed vault company to remove the vault and its contents from the gravesite. If the Sexton determines the existing vault has deteriorated to the point that it will not retain its structural integrity during the disinterment, the requesting party shall replace the deteriorated vault with a structurally sound vault at the requestor's expense. The requestor shall have all approvals and authorizations from the county before services will be completed. The requestor shall arrange to dispose of any old vault in a manner meeting federal, state, and local laws.

H. FUNERAL AND INTERMENT:

1. **Prohibited Days.** Graveside services or interments shall not be conducted on any Sunday, New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day. Additionally, graveside services or interments shall not be conducted the Wednesday prior to Memorial Day through Memorial Day.
2. **Hours of Services.** Graveside services or interment shall be conducted between the hours of 8:00 a.m. and 3:00 p.m., unless otherwise approved by the Mayor or designee.
3. **Length of Services.** Graveside services and/or interments shall not exceed two (2) hours in length unless authorization is provided by the Mayor or designee.
4. **Funeral Processions.** Upon entering the cemetery, all funeral processions shall be under the control and direction of City personnel.
5. **Grave Decorations.** ~~Any grave decorations, funeral designs, flowers, or other items are subject to removal for maintenance (lawn mowing, etc.).~~ Grave decorations are to be placed only in an existing receptacle or on a grave marker/headstone. No glass, porcelain or other breakable decorations/containers are allowed. No decorations of any kind are allowed in the grass. No

hanging devices are allowed in the grass (i.e. shepherd's hooks, wired baskets, etc.) except during winter months (October 15 – March 15). Any grave decorations, funeral designs, flowers, or other items are subject to removal for maintenance (lawn mowing, etc.), which generally occurs each week; with the exception of all national holidays. Decorations will be removed a week after the holiday occurs.

I. RULES AND LANDSCAPING:

1. **Recreational Activity.** No recreational or athletic activities are permitted within the cemetery. Walking or jogging on designated roadways is allowed.
2. **Noise.** All visitors to the cemetery shall maintain a reasonable level of noise to avoid disturbing other visitors to the cemetery. Loud music, shouting, yelling, barking dogs, and other loud noises are prohibited.
3. **Damage or Removal of Headstones or Tombstones.** It is unlawful to damage or remove any headstone, tombstone, or marker located in the cemetery or to desecrate any gravesite within the cemetery.
4. **Animals.** Domestic and companion animals are not allowed on cemetery property unless properly restrained. Properly restrained animals shall not be allowed to urinate or defecate on a gravesite, headstone, grave marker, etc. The owner of a properly restrained animal is responsible to remove any fecal matter his/her animal deposits on cemetery property.
5. **Motor Vehicles.** Motor vehicles shall remain on clearly designated roadways within the cemetery unless provided express consent by City personnel.
6. **Planting of Bushes, Trees or Flowers.** No digging will be allowed within the cemetery. No plants, bushes, trees, shrubs, flowers, or other vegetation may be planted in the cemetery by anyone other than City personnel.
7. **Visitation Hours.** Cemetery hours shall be from 6:00 a.m. to 10:00 p.m. of the same day, unless otherwise posted.
8. **Signs and Advertisements.** No unauthorized signs or advertisements shall be displayed within the cemetery.
9. **Traffic Ordinances.** City traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect within the cemetery. The speed limit within the cemetery shall be five (5) miles per hour.
10. **Children.** Children under the age of sixteen (16) years of age shall not be allowed within the cemetery unless accompanied by a parent or a chaperone at least eighteen (18) years of age. Exceptions to this rule are allowed for persons attending an authorized funeral, placing flowers on a gravesite of a deceased relative or friend, or performing any other customary respect or respectful actions consistent with the environment maintained within the cemetery.

11. **Surface Grade.** No sections, lots, or spaces shall be raised above the established grade.
12. **Alcoholic Beverages & Tobacco.** Consumption of alcoholic beverages and smoking are not allowed in the cemetery at any time.

J. MARKERS AND MONUMENTS:

1. **Fencing or Dividers.** No space shall be defined by fences, railings, coping, hedges, trees, shrubs, embarking depression, or any other markers to describe its corners or boundaries, unless approved by the Mayor or designee.

2. **Headstones, Tombstones, and Markers.**

a. All headstones, markers and monuments shall have a stone or cement base, level with the ground, extending outward from the perimeter of the base of the headstone or marker, which shall be six inches (6") on all sides, with a minimum thickness of four inches (4").

b. Headstones and markers in the Angel Garden shall be placed on the western edge of the space, facing east.

a-c. Headstones, markers, and monuments must be installed by a professional installer. The installer must call the Eagle Mountain City Recorder's Office at 801.789.6611 at least two business days in advance to schedule the installation. Installations shall not be conducted on any Sunday, New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day. Additionally, installations shall not be conducted the Wednesday prior to Memorial Day through Memorial Day.

3. **Specifications for Raised Headstone, Marker or Monument.**

a. For a single raised headstone, marker or monument, the width (side to side) shall not exceed ~~forty-eight inches (48")~~ thirty-six inches (36"), not including the six-inch (6") base. The depth shall not exceed twenty-four inches (24"), not including the base. The height shall not exceed forty-eight inches (48"), including the base of the headstone, marker or monument. See Exhibit B for depiction.

b. For a double raised headstone, marker or monument, the width (side to side) shall not exceed seventy-six inches (76"), not including the six-inch (6") base. The height and depth specifications are the same as a single raised headstone, marker or monument. See Exhibit B for depiction

4. **Specifications for Flat Markers.** Flat markers shall not be smaller in surface measurement than twelve inches (12") by eighteen inches (18"), not including the base, and not larger than twenty-four inches (24") ~~twenty-one inches (21")~~ by ~~forty-two inches (42")~~ thirty-six inches (36"), not including the base. See Exhibit B for depiction

5. **Materials.** All headstones, tombstones, or markers must be made of real bronze, glazed granite or other permanent materials acceptable to the Mayor or designee. Headstones, tombstones, or markers shall not be made of wood, sandstone, or any other material which is susceptible to decay.
6. **Vases.** All permanent vases placed in the cement or stone base of the marker or monument shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the base of the monument.
7. **Liability for Damage.** The City shall not be held liable for damage to headstones, tombstones, or markers, including any damage caused during cemetery maintenance or resulting from the City moving or transferring the headstones, tombstones, or markers for interment purposes.

K. DECORATING BURIAL SPACES AND OTHER REGULATIONS:

1. **Removal of Items.** If the City removes grave decorations, funeral designs, flowers, or other items, the City shall attempt to retain such items for a period of one week before being discarded. Notwithstanding the foregoing, the City shall not be liable for any items that are discarded, damaged, or destroyed.
2. **Theft or Loss of Personal Belongings.** The City is not responsible for the theft or loss of personal belongings in the cemetery.

EXHIBIT A
FEE SCHEDULE

BURIAL SPACE

Resident	\$550
Non-Resident	\$1,000

ANGEL GARDEN SPACE

Resident	\$275
Non-Resident	\$500

INTERMENT

Adult	\$300
Infant	\$200
Interment of Cremated Remains	\$200
Disinterment	\$1500

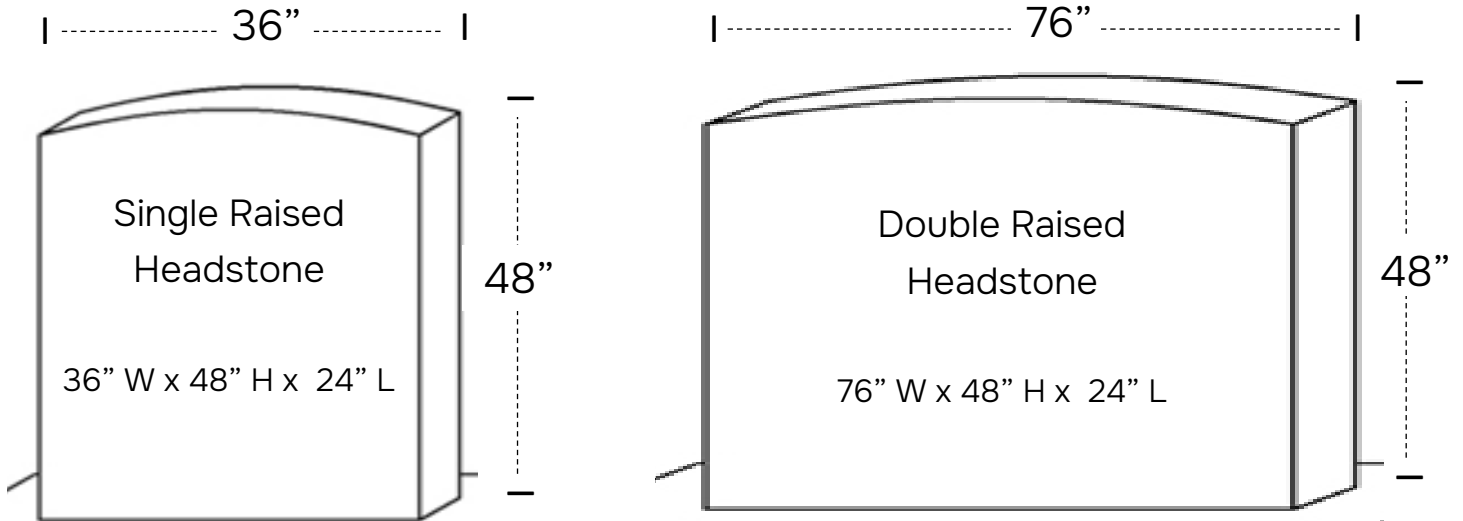
OTHER FEES/SERVICES

Headstone Inspection	\$35
Weekend/Holiday <u>Saturday</u> Interment	Additional \$300
Transfer Fee (Per Certificate)	\$50

Exhibit B Headstone Specifications

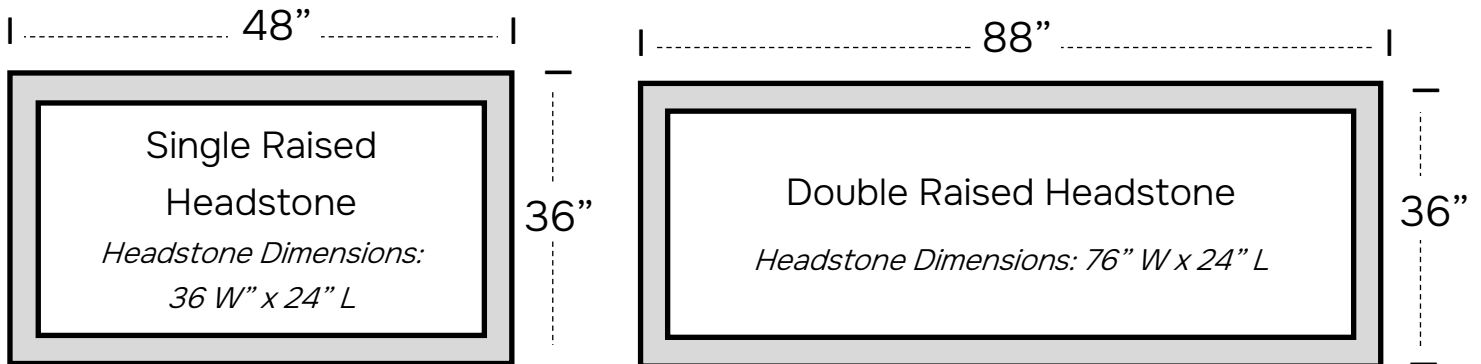
Headstones must be installed by a professional installer. Please have the monument company contact the Eagle Mountain City Recorder's Office at 801.789.6611.
A \$35 headstone inspection fee is required.

Raised Headstones

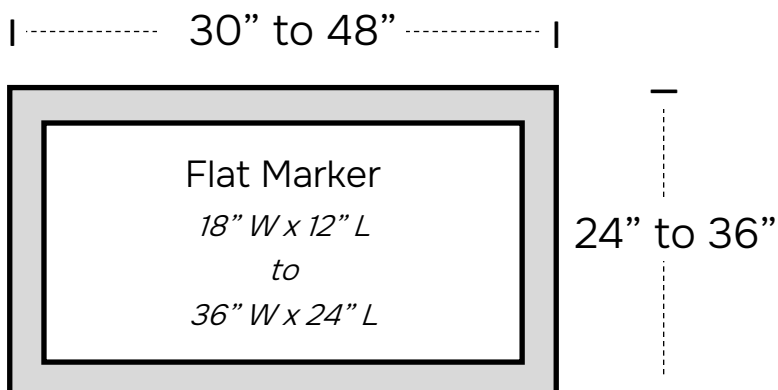


Base/Border

All headstones and monuments must have a stone or concrete base/border.
Borders must extend 6 inches on all sides of the headstone/marker with a minimum depth of 4 inches.



Flat Markers



Angel Garden Markers

Only Flat Markers are permitted in the Angel Garden.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Staff to Waive Building Permit Fees in New Park Subdivision.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve a resolution of Eagle Mountain City, Utah, authorizing staff to waive building permit fees in the New Park subdivision.

BACKGROUND:

There have been a number of residents in the New Park subdivision that have experienced significant and unusual settling issues. These settling issues have caused significant damage to at least 1 home and to several other structures on neighboring properties within New Park. This resolution would authorize staff to waive building permit fees in cases where new building permits would be required to fix the issues relating to the settling.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Waiving Building Permit Fees](#)

RESOLUTION NO. R-_____ -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AUTHORIZING STAFF TO WAIVE CERTAIN
BUILDING PERMIT FEES IN THE NEW PARK SUBDIVISION**

PREAMBLE

WHEREAS, several houses in the New Park subdivision have experienced significant and unusual settling issues resulting in damage to homes and other structures; and

WHEREAS, the Eagle Mountain Municipal Code requires homeowners to obtain building permits prior to performing certain work on their properties; and

WHEREAS, several of the homeowners in the New Park subdivision have experienced significant financial distress as a result of the damage caused by significant and unusual settling and

WHEREAS, the City Council of Eagle Mountain City desires to ease some of the financial burden on these homeowners by authorizing staff to waive building fees in appropriate cases.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that city staff is hereby authorized to waive building permit fees for properties in the New Park subdivision in cases where the need for a building permit is related to repairing homes or structures damaged as a result of the settling issues.

This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of June, 2024.

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, Utah on the 18th day of June, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with Perry Land Investments, LLC for the Acquisition of a Right-of-Way along Old Airport Road.

ITEM TYPE: Agreement

FISCAL IMPACT: \$46,306 from GL #47-81-44100-7026 - Capital Projects, Airport Road

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve a Resolution amending the Purchase Agreement with Perry Land Investments LLC for the acquisition of a Right-of-Way along Old Airport Road.

BACKGROUND:

This purchase agreement will convey a 47 foot right of way to Eagle Mountain City for the construction of Old Airport Road through property owned by Perry Land Investments LLC. Total purchase is 2.01 acres at the appraised property value.

This agreement, originally approved by the Council in February, was modified and brought back to the City Council at the April 16, 2024 City Council with a 6-month expiration of the warranties. However, when this revision was made, an older document erroneously was amended, which had discounts applied to the method of payment based on installed utilities. The landowner had asked to be paid out the value of the property and that was what the City Council had originally approved.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Perry ROW Purchase Agreement Amendment](#)

[Perry ROW Purchase Agreement - Redlines](#)

RESOLUTION NO. R-_____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE PURCHASE AGREEMENT WITH PERRY LAND INVESTMENTS LLC
FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Amend the Purchase Agreement with Perry Land Investments LLC for the acquisition of a Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Perry Land Investments LLC is amended as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of June, 2024.

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, Utah on the 18th day of June, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT (“Agreement”) is made and entered as of the 18th day of June, 2024 (the “Effective Date”), by and between Eagle Mountain City (“City”), a political subdivision of the State of Utah; and Perry land Investment, a Utah limited liability company (“Seller”). The City and Seller are collectively referred to as the “Parties” and, individually as a “Party”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 130 acres of undeveloped land located in the City, Utah County Parcel Numbers 58-048-0091 (“Land”).

B. City desires to purchase from Seller approximately 2.01 acres of the Land as more particularly described in **Exhibit A** attached hereto and incorporated herein (“Property”).

C. City desires to extend Old Airport Road in the area shown in **Exhibit B** attached hereto and incorporated herein (“Road Extension”) on the Property; and

D. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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 and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “Transfer”).
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be forty six thousand three hundred six dollars (\$46,306) (“Purchase Price”) The Purchase Price is based on the gross acreage of 2.01 acres and a price of twenty three thousand thirty eight dollars (\$23,038) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** ~~The Parties anticipate the construction of a sewer trunk line (“Sewer Improvements”) through the Property as shown in Exhibit D. City shall insure that the Sewer Improvements are completed within three (3) years of the Closing Date (as defined below). If the Sewer Improvements are completed within three (3) years of the Closing Date, Seller shall give to the City a credit of one half (1/2) of the Purchase Price. The Parties have also discussed a water line extension (“Water Improvements”) running through the Property as shown in Exhibit D. City may, at its option, choose to install the Water Improvements. If the City installs the Water Improvements within three (3) years of the Closing Date, Seller shall give to the City a credit of one half (1/2) of the Purchase Price. If after three (3) years any portion of the Purchase Price is unpaid, City shall pay the remaining portion of the Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the second anniversary of the Closing Date. City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the Closing Date.~~

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“Title Commitment”) for an ALTA fee policy of title insurance (“Title Policy”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
- i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“Title Objection Notice”). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be “Permitted Exceptions” and shall not be considered objections to any matter contained in the Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
- ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
- iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City's objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "Closing Date"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "Closing" shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("Official Records").
- b. **Place of Closing.** The Closing shall be consummated by _____ (the "Escrow Agent"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including a Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4. City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the "Closing Costs."

- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
 - e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing proration shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and

correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the documents and funds described Section 8.
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and

maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property or Easement.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit C** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "Seller's Closing Documents"):
 - i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit E**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "City's Closing Documents"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any

valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;
 - ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
 - vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
 - vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and
 - viii. To the actual knowledge of Seller, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the

Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“Hazardous Materials” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" and words of similar import, as used in the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “OFAC Rules”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from

conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement. This provision shall expire six (6) months following the closing of purchase by the City.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition,

governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured,

then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.
14. **Termination of Easement.** The Parties entered into an agreement on December 5, 2023 in which the Seller granted the City an easement to construct, install, and maintain the Sewer Improvements located on the Property ("Easement Agreement"). Pursuant to the Easement Agreement, the easement would terminate upon the City's purchase of the Property in fee simple in accordance with this Agreement. The Parties acknowledge that Easement Agreement and its associated easement terminate upon the effective date of this Agreement.
15. **General Provisions.**
 - a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any 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 condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement 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. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement 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.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Perry Land Investment LLC

Attn: _____

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes

the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

16. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

PERRY LAND INVESTMENT
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map of Road Extension
Exhibit "C"	Form of Quit Claim Deed

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 43968:2015, OFFICIAL RECORDS, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N 0°47'19" E ALONG THE WEST LINE OF SAID SECTION 1861.60 FEET; THENCE S 89°08'44" E 47.00 FEET; THENCE S 0°47'19" W 1861.35 FEET, TO THE SOUTH LINE OF SAID SECTION; THENCE N 89°26'57" W ALONG SAID LINE 47.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 87,489 SQ FT OR 2.01 ACRES



3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 3
(PARCEL NO. 58-048-0091)

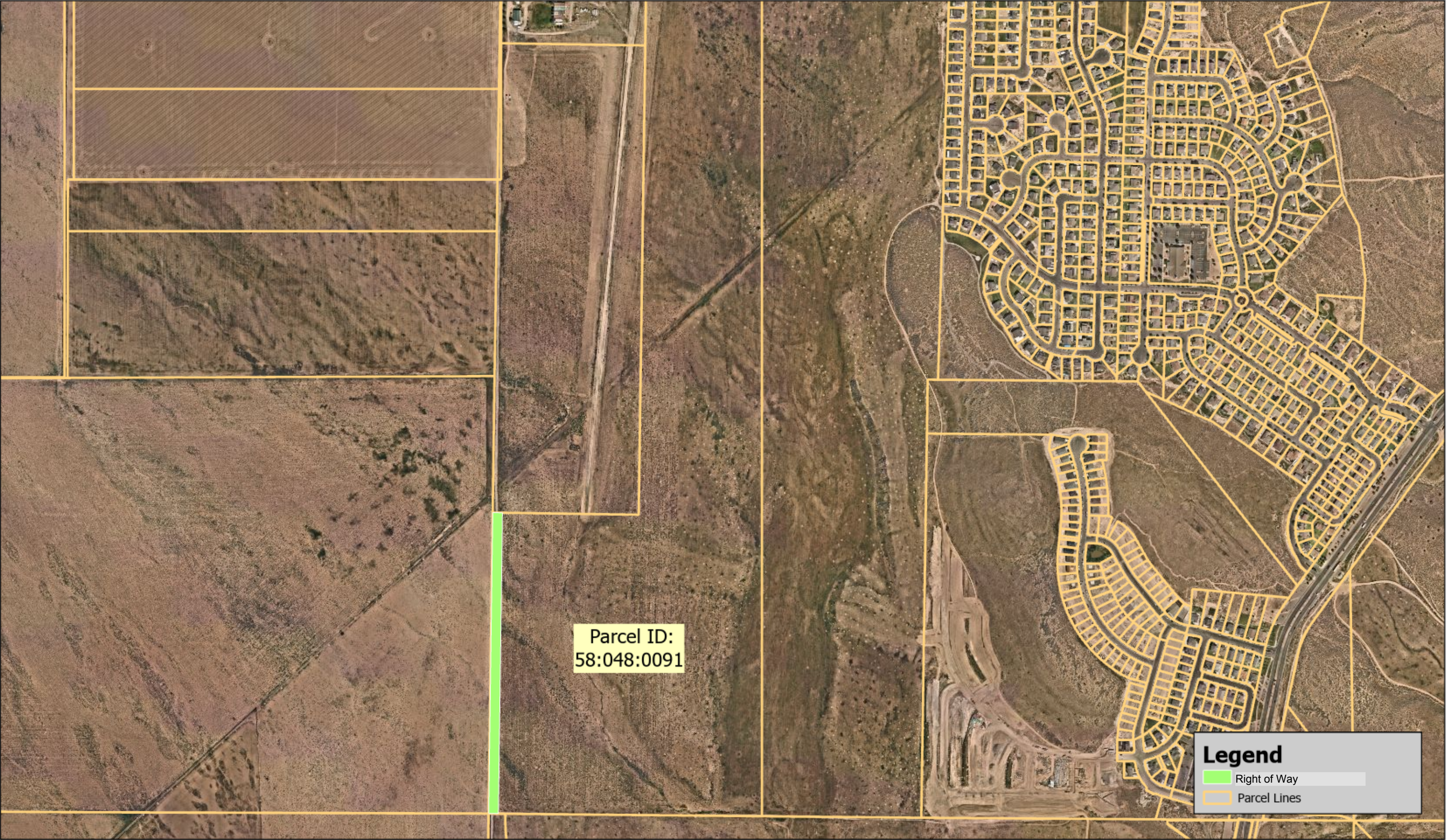
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P | (801) 768-7200



EXHIBIT “B”
MAP OF ROAD EXTENSION

Airport Road Right of Way Acquisition - Perry Land Investments



Parcel ID:
58:048:0091

Legend

Right of Way

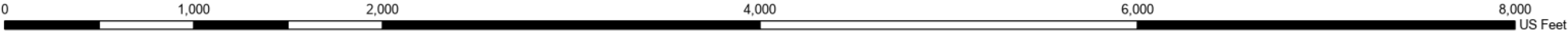
Parcel Lines

Exhibit C

After Recording Mail To:
Fionnuala B. Kofoed
1650 E Stagecoach Run
Eagle Mountain, UT 84005

QUIT-CLAIM DEED

_____, (“Grantor”) hereby quit-claims to EAGLE MOUNTAIN CITY, a Utah municipal corporation (“Grantee”) for the sum of _____ and other good and valuable consideration, the following real property located in Utah County, State of Utah:

LEGAL DESC. or EXHIBIT

Reserving to the Grantor all of the public utility easements described in the official plat thereof.

WITNESS the hand of said Grantor, this _____ day of _____, 2024.

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

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

On the _____ day of _____ 2024, personally appeared before me Tom Westmoreland, who duly acknowledged to me that he is the Mayor of Eagle Mountain City and the foregoing instrument was executed on behalf of Eagle Mountain City.

Notary Public



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Governing Documents for Firefly Public Infrastructure Districts One through Ten.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	Firefly Public Infrastructure District		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve a resolution of Eagle Mountain City, Utah, approving the Amended Governing Documents for Firefly Public Infrastructure Districts.

BACKGROUND:

Last year, the City Council authorized the creation of up to 10 Public Infrastructure Districts ("PIDs") to provide certain public infrastructure for the Firefly project. As part of that process, the City Council and the Developer negotiated governing documents that set limits on the authority of the PIDs. The Firefly PIDs have now been established and are now seeking to make some changes to the governing documents to better meet the needs of the development.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Firefly PID Governing Documents - First Amendment](#)
[First Amendment to Firefly PID Governing Documents - Repayment at Conveyance to End User Language](#)
[Mill Levy Calculation \(3 Mills vs \\$780 Weighted Average Cap\)](#)

RESOLUTION NO. R-____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE GOVERNING DOCUMENT FOR FIREFLY
PUBLIC INFRASTRUCTURE DISTRICTS NUMBES 1 THROUGH 10

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Governing Document for Firefly Public Infrastructure Districts 1 through 10, 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 First Amendment to the Governing Document for Firefly Public Infrastructure Districts 1 through 10, as set forth in Exhibit A.

2. The First Amendment to the Governing Document for Firefly Public Infrastructure Districts 1 through 10 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 18th day of June, 2024.

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, Utah on the 18th day of June, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

FIRST AMENDMENT
TO THE
GOVERNING DOCUMENTS
FOR
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT No. _____
EAGLE MOUNTAIN CITY, UTAH

Original Governing Document Approved: July 5, 2023

First Amendment to Governing Document Approved: _____

WHEN RECORDED, RETURN TO:

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

FIRST AMENDMENT TO GOVERNING DOCUMENT

This FIRST AMENDMENT TO GOVERNING DOCUMENT (the “First Amendment”), dated as of the ____ day of _____, 2024, amends and supplements the Governing Document approved July 5, 2023 (the “Original Governing Document”) by the City Council of Eagle Mountain, Utah (the “City”) for the Firefly Public Infrastructure District No. ____ (the “District”). This First Amendment shall become effective upon passage of a resolution of the City and the District approving this First Amendment in accordance with the provisions of the Original Governing Document.

**ARTICLE I
SCOPE OF FIRST AMENDMENT**

Section 1.01. Purpose and Intent. The purpose of this First Amendment is to: (a) change the timing of payoff for Assessments (other than C-PACE Assessments); and (b) amend Section 7.02(b)(ii) of the Original Governing Document to set a fixed Maximum Debt Mill Levy for residential property.

Section 1.02. Effect of First Amendment. Except as specifically amended herein by this First Amendment, the definitions, terms, and conditions of the Original Governing Document shall remain in full force and effect and all of the provisions of this First Amendment shall be deemed to be, and shall be construed as, part of the Original Governing Document to the same extent as if fully set forth herein.

Section 1.03. Effective Date. This First Amendment shall become effective immediately upon adoption of resolutions of the City Council and the Board, each approving such First Amendment.

**ARTICLE II
AMENDMENTS**

Section 2.01. Payoff of Assessments. Section 7.01(e) of the Original Governing Document is repealed in its entirety and replaced with the following:

(e) All Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

Section 2.02. Residential Maximum Debt Mill Levy. Section 7.02(b) of the Original Governing Document is repealed in its entirety and replaced with the following:

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be three (3) mills.

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN
EAGLE MOUNTAIN CITY, UTAH
AND
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT No. ____**

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY, UTAH AND FIREFLY PUBLIC INFRASTRUCTURE DISTRICT No. ____ (the “First Amendment”) is made and entered into as of this ____ day of _____, 2024, and amends that Interlocal Agreement by and between the Eagle Mountain City, Utah, a municipal corporation (“City”); and the Firefly Public Infrastructure District No. ____, a political subdivision of the State of Utah (the “District”) dated July 5, 2023 (the “Interlocal Agreement”). The City and the District are collectively referred to as the Parties.

RECITALS

A. The District was organized to provide and exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on July 5, 2023 (“Governing Document”).

B. The City and the District desire to amend the Governing Document and the Interlocal Agreement to: (i) change the timing of payoff for Assessments (other than C-PACE Assessments); and (ii) amend Section 7.02(b) of the Governing Document to set a fixed Maximum Debt Mill Levy.

C. The City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this First Amendment.

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:

AGREEMENT

1. Effect of First Amendment. Except as specifically amended herein by this First Amendment, the definitions, terms, and conditions of the Interlocal Agreement shall remain in full force and effect and all of the provisions of this First Amendment shall be deemed to be, and shall be construed as, part of the Interlocal Agreement to the same extent as if fully set forth herein.

2. Payoff of Assessments. Section 15 of the Interlocal Agreement is repealed in its entirety and replaced with the following:

15. Prepayment of Assessments. All Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the time of conveyance of such parcel to an End User. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

3. Residential Maximum Debt Mill Levy. Section 12(b) of the Interlocal Agreement is repealed in its entirety and replaced with the following:

(b) *For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be three (3) mills.*

4. Effective Date. This First Amendment shall become effective upon the execution hereof.

**FIREFLY
PUBLIC INFRASTRUCTURE DISTRICT NO. ____**

NATHAN SHIPP, Chair

ATTEST

BRYAN FLAMM, Secretary

Tom Jolley, District General Counsel
Approved as to form

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

EXHIBIT A

Legal Description

FIREFLY PID MILL LEVY CALCULATION

Conservatively, the district mill rate was established at 2.927 mills



Unit Type	2024 Estimated Home Value	Anticipated Units
Source:	John Burns Real Estate	Developer
Condo	\$309,375	278
Townhome Alley 15 DU/Ac	\$340,560	44
Townhome Alley 13.5 DU/Ac	\$363,825	411
Townhome Alley 10 DU/Ac	\$391,050	48
Townhome Alley 11 DU/Ac	\$387,585	174
SFD Alley (0.10 Ac.)	\$487,053	108
SFD Alley (0.11 Ac.)	\$509,440	102
SFD Cottage (0.80 Ac.)	\$470,635	67
SFD Standard (0.10 - 0.12 Ac.)	\$506,953	459
SFD Standard (0.12 - 0.14 Ac.)	\$541,778	290
SFD Standard (0.14 - 0.16 Ac.)	\$585,060	179
SFD Standard (0.17 - 0.19 Ac.)	\$618,890	119
SFD Large (0.50 Ac.) - 120'	\$1,045,450	34
SFD Large (0.50 Ac.) - 95'	\$903,350	35
SFD Large (1.15 Ac.)	\$1,281,438	37
Weighted Avg. Value/Unit	\$484,523	2,385
Residential Exemption	55%	
Mill Rate	2.927	
Weighted Avg. Tax Limit (in 2023 Dollars)	\$780.00	

**Mill Rate
Established for
April 2024 PID
Bond Issuance**

FIREFLY PID MILL LEVY CALCULATION

As outlined in the Governing Document, the annual \$780 initial tax limit as described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years. Table below shows the calculation when applying inflation, as permitted, based on the most recent 12-month percentage change to the consumer price index (CPI) released by the Bureau of Labor Statistics.



Unit Type	2024 Estimated Home Value	Anticipated Units
Source:	John Burns Real Estate	Developer
Condo	\$309,375	278
Townhome Alley 15 DU/Ac	\$340,560	44
Townhome Alley 13.5 DU/Ac	\$363,825	411
Townhome Alley 10 DU/Ac	\$391,050	48
Townhome Alley 11 DU/Ac	\$387,585	174
SFD Alley (0.10 Ac.)	\$487,053	108
SFD Alley (0.11 Ac.)	\$509,440	102
SFD Cottage (0.80 Ac.)	\$470,635	67
SFD Standard (0.10 - 0.12 Ac.)	\$506,953	459
SFD Standard (0.12 - 0.14 Ac.)	\$541,778	290
SFD Standard (0.14 - 0.16 Ac.)	\$585,060	179
SFD Standard (0.17 - 0.19 Ac.)	\$618,890	119
SFD Large (0.50 Ac.) - 120'	\$1,045,450	34
SFD Large (0.50 Ac.) - 95'	\$903,350	35
SFD Large (1.15 Ac.)	\$1,281,438	37
Weighted Avg. Value/Unit	\$484,523	2,385
Residential Exemption	55%	
Mill Rate	3.028	
Weighted Avg. Tax Limit (in 2024 Dollars)	\$807.00	

Mill Rate
Calculation
Accounting for
Inflation

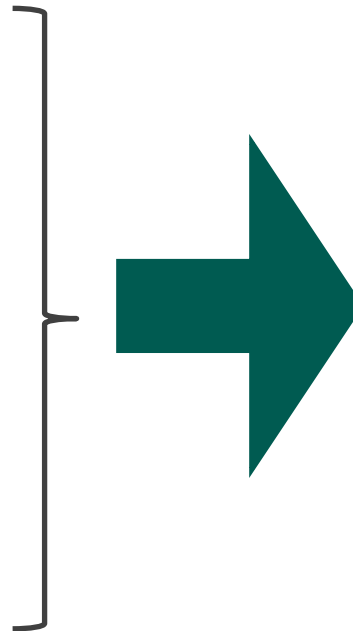
PROPOSED AMENDMENT

As currently defined in the Governing Document, the “Maximum Debt Mill Levy” presents some practical challenges, which can be resolved by amending the Governing Document to establish a **flat maximum mill levy of 3 mills** for a District anticipated at the time of issuance of Debt to contain residential property.



Challenges, as written:

- 1) Will create inconsistent PID mill levy within same community with each new bond issuance
- 2) Administratively complex
- 3) No advantages to homeowners relative to setting a fixed mill rate



Solution:

Amend
Governing
Document to
Establish Flat
Maximum Mill
Levy at 3 Mills.



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. The Maximum Debt Mill Levy for a District shall be as follows:

(a) For a District anticipated at the time of issuance of Debt to contain no residential property, the Maximum Debt Mill Levy shall be six (6) mills.

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be the lesser of (i) six (6) mills or (ii) a rate which, based upon an independent market study (or similar report) conducted in connection with, and prior to the issuance of Debt would result in a projected annual weighted average tax of not more than \$780 for residential units (based upon the projected number and product type of residences anticipated to be located within the District and assuming all residences qualify for the primary residential exemption). The annual \$780 initial tax limit described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years as estimated in the market study. Further, any Maximum Debt Mill Levy established pursuant to this 7.02(b)(ii) at the time of issuance of Debt may be held constant after issuance and shall not be decreased as a result of increased valuations based on the assessed valuations of taxable property by the county assessor subsequent to the issuance of Debt.

(c) Determination of a Maximum Debt Mill Levy by a District in accordance with (b) above is binding and final.

(d) The Maximum Debt Mill Levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(e) The Districts may not overlap to impose mill levies that aggregate in excess of the applicable Maximum Debt Mill Levy as set forth herein.

(f) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	PUBLIC HEARING - Pursuant to Utah Code 10-3-818(2)(b)(i), a Public Hearing is Being Conducted to Consider Public Comment on Proposed Compensation Increases for Executive Officers in the Fiscal Year 2024-2025 Budget.		
ITEM TYPE:	Public Hearing Only		
FISCAL IMPACT:	\$75,417		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

Administrative Services
Director Kimberly Ruesch

RECOMMENDATION:

No action required; public hearing only.

BACKGROUND:

In the 2024 legislative session, the Utah legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to hold a public hearing separate from any other public hearing prior to adopting a final budget or a final amended budget that includes a compensation increase for an executive municipal officer.

ITEMS FOR CONSIDERATION:

The fiscal year 2024-2025 proposed budget includes funding for compensation increases for executive municipal officers not to exceed 3.07%.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Executive Municipal Officers Proposed Compensation Increases](#)

FY 2024-2025 Budget - Executive Municipal Officers

Position	Maximum Compensation Increase
Administrative Services Director	3.00%
Assistant Building Official/Division Manager	3.07%
Assistant City Manager/City Recorder	3.00%
Chief Deputy Recorder	3.07%
City Attorney	3.00%
City Engineer	3.00%
City Manager	3.07%
City Treasurer	3.07%
Communications Manager	3.07%
Deputy City Manager/Community Development Director	3.00%
Economic Development Director	3.07%
Finance Manager	3.07%
Fleet/Facilities Operations Director	3.00%
Human Resource Manager	3.07%
Legislative Affairs Director	3.00%
Library Assistant Director	3.00%
Library Director	3.00%
Parks,Street & Stormwater Manager	3.00%
Planning Director	3.00%
Public Utilities Manager	3.00%
Public Works Director	3.00%
Recreation Manager	3.00%
Special Events/Senior Center Manager	3.00%



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fifth and Final Amendment to the Fiscal Year 2023-2024 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 fifth amendment of the Fiscal Year 2023-2024 Annual Budget.

BACKGROUND:

State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the fifth and final budget amendment for Fiscal Year 2023-2024.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--FY 2024 Budget Amendment #5 - Final](#)
[Budget Amendment 06.18.2024](#)

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
AMENDING THE FISCAL YEAR 2023-2024 ANNUAL BUDGET
(FIFTH 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 2023-2024; 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, 2023, and ends on the last day of June, 2024.

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 2023-2024.

ADOPTED by the City Council of Eagle Mountain City this 18th day of June, 2024.

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 the 18th day of June, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Fund Type	FY 2023-24 Original Budget	Amendmendments				
		9/19/2023	12/5/2023	1/2/2024	3/19/2024	6/18/2024
General Fund	\$ 26,131,704	\$ 26,637,482	\$ 27,106,119	\$ 27,363,499	\$ 30,286,635	\$ 35,374,922
Special Revenue Funds	\$ 21,158,364	\$ 41,505,153	\$ 43,132,916	\$ 43,132,916	\$ 46,268,488	\$ 45,218,488
Enterprise Funds	\$ 29,373,802	\$ 32,333,838	\$ 34,264,286	\$ 32,333,838	\$ 32,203,838	\$ 34,264,286
Internal Service Funds	\$ 2,485,073	\$ 2,485,073	\$ 2,532,898	\$ 2,600,898	\$ 2,775,898	\$ 2,801,055
Capital Projects General Fund	\$ 1,562,000	\$ 18,299,094	\$ 20,517,703	\$ 18,299,094	\$ 18,476,594	\$ 20,517,703
Debt Funds	\$ 2,105,385	\$ 2,105,385	\$ 3,164,385	\$ 2,105,385	\$ 2,105,385	\$ 3,164,385
Redevelopment Agency	\$ 10,562,763	\$ 10,562,763	\$ 10,634,238	\$ 10,562,763	\$ 10,562,763	\$ 10,634,238
Total Budget	\$ 93,379,091	\$ 133,928,788	\$ 141,352,545	\$ 136,398,393	\$ 142,679,601	\$ 151,975,077
Increase/(Decrease)		\$ 40,549,697	\$ 7,423,757	\$ (4,954,152)	\$ 6,281,208	\$ 9,295,476

FY 2023-2024 Budget Amendment

Fund	Current Budget	Proposed Budget	Change
General Fund	\$ 30,286,635	\$ 35,374,922	\$ 5,088,287
Water Impact Fees	\$ 22,485,575	\$ 22,485,575	
Wastewater Impact Fees	\$ 4,952,685	\$ 4,952,685	
Parks/Trails Impact Fees	\$ 8,273,226	\$ 8,273,226	
Public Safety Impact Fee	\$ 31,000	\$ 31,000	
Stormwater Impact Fee	\$ 3,845,402	\$ 3,845,402	
Transportation Impact Fee	\$ 6,597,466	\$ 5,547,466	\$ (1,050,000)
Debt Service	\$ 2,045,972	\$ 3,095,972	\$ 1,050,000
Capital Projects General Fund	\$ 18,476,594	\$ 20,517,703	\$ 2,041,109
Water	\$ 18,122,005	\$ 18,122,005	
Wastewater	\$ 10,122,621	\$ 11,840,098	\$ 1,717,477
Fleet	\$ 1,936,471	\$ 1,961,628	\$ 25,157
Solid Waste	\$ 2,486,762	\$ 2,620,833	\$ 134,071
Stormwater	\$ 1,472,450	\$ 1,681,350	\$ 208,900
Cemetery	\$ 83,134	\$ 83,134	
Utility Billing	\$ 486,978	\$ 486,978	
GIS	\$ 352,449	\$ 352,449	
Assessment Area 2013-1	\$ 59,413	\$ 68,413	\$ 9,000
Eagle Mountain RDA	\$ 10,562,763	\$ 10,634,238	\$ 71,475
Total Budget	\$ 142,679,601	\$ 151,975,077	\$ 9,295,476

Budget Amendment Worksheet

March 19, 2024

<u>Fund Name</u>	<u>Account</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
General Fund					
Recorder	41110	\$ 726,249	\$ 801,249	\$ 75,000	Transfer Risk Manager from Executive
Executive	41310	\$ 1,152,887	\$ 1,077,887	\$ (75,000)	Transfer Risk Manager to Recorder
Economic Development	10-18-41910-6525	\$ 3,288,000	\$ 3,788,000	\$ 500,000	Year end estimate - placeholder for development agreement MET
Streets	10-41-44100-5140	\$ 700,000	\$ 1,000,000	\$ 300,000	Year end estimate - placeholder for developer street lighting contribution
Transfer to Fund 47	10-61-48100-9147	\$ 425,259	\$ 3,930,046	\$ 3,504,787	Year end estimate - placeholder for transfer to Capital Project Fund
Events	10-18-41990-5821	\$ 527,139	\$ 565,639	\$ 38,500	Fireworks Independence Day approved May 6
Economic Development	10-18-41910-4531	\$ 93,000	\$ 168,000	\$ 75,000	Downtown Master Plan
General - Year End Close		\$ -	\$ 670,000	\$ 670,000	Year end accounting transaction for leases and subscription software no cash outflow
				\$ -	
				\$ -	
				\$ -	

Subtotal General Fund:

\$ 5,088,287

Enterprise Funds

Wastewater	52	\$ 1,662,676	\$ 2,800,000	\$ 1,137,324	Timpanogos Special Service District
Wastewater	52	\$ 1,819,847	\$ 2,400,000	\$ 580,153	Year end accounting transaction for depreciation no cash outflow
Solid Waste	57	\$ 2,486,762	\$ 2,620,833	\$ 134,071	Solid Waste Contract
Stormwater	59	\$ 671,100	\$ 880,000	\$ 208,900	Year end accounting transaction for depreciation no cash outflow

Subtotal Enterprise Funds:

\$ 2,060,448

Capital Project Fund

Parks	45100	\$ 200,000	\$ -	\$ (200,000)	Silverlake Park Improvement - On hold
Streets	44100	\$ -	\$ 20,000	\$ 20,000	Developer agreement Golden Eagle Rd
Transfer to Fund 18	47	\$ -	\$ 1,171,109	\$ 1,171,109	Transfer to Fund 18 Reimbursement Pony Express Pkwy - MAG
Transfer to Fund 30	47	\$ -	\$ 1,050,000	\$ 1,050,000	Transfer to Fund 30 Pay off UDOT Loan -Pony Express Pkwy MAG

Subtotal Capital Project Fund:

\$ 2,041,109

Internal Service Fund

Fleet	54			\$ 25,157	Repairs needed to pump truck

Subtotal Internal Service Fund:

\$ 25,157

Special Revenue Funds

<u>Fund Name</u>	<u>Account</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
Transportation Impact Fee	18-51-44100-6310	\$ -	\$ 400,000	400,000	Year end estimate developer agreements
Transportation Impact Fee	18-81-44100-7000	\$ 4,771,104	\$ 3,321,104	\$ (1,450,000)	
Redevelopment Agency	80	\$ -	\$ 151,349	\$ 151,349	Transfer to General Fund toward homeless shelter contribution
Redevelopment Agency	80	\$ 20,198	\$ 17,950	\$ (2,248)	Parkside CDA
Redevelopment Agency	80	\$ 9,581,286	\$ 9,746,126	\$ 164,840	Sweetwater CRA
Redevelopment Agency	80	\$ 936,001	\$ 693,535	\$ (242,466)	Pole Canyon CRA

Subtotal Special Revenue Funds: \$ (978,525)

Debt Service Funds

General Debt Fund	30	\$ 2,045,972	\$ 3,095,972	1,050,000	Pay off UDOT Loan -Pony Express Pkwy MAG
Special Assessment Area 2013	72	\$ 59,413	\$ 68,413	\$ 9,000	Mandatory Bond Call

Subtotal Debt Service Funds: \$ 1,059,000

Total Increase(Decrease): \$ 9,295,476



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Fiscal Year 2024-2025 Budget and the Certified Tax Rate.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	112,231,244		
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 2024-2025 budget and 2024 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 7, 2024 and a public hearing was held on May, 21, 2024, June 4, 2024 and June 21, 2024. The final budget and certified tax rate will be the documents that govern the expenditures for Fiscal Year 2024-2025.

ITEMS FOR CONSIDERATION:

There has been one modification in the General Fund since the June 4, 2024 public hearing to include the purchase of a Kabota tractor for the Parks department. The purchase will be funded with General Fund reserves.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--FY 2025 Budget and Certified Tax Rate Adoption](#)

[Final Budget 06.18.2024](#)

[2024 Certified Tax Rate](#)

[Changes Since 05.07.2024 Tentative Budget](#)

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING THE EAGLE MOUNTAIN CITY
FISCAL YEAR 2024-2025 ANNUAL BUDGET TOTALING \$ _____
AND THE CERTIFIED TAX RATE

PREAMBLE

WHEREAS, 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.

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted on June 4, 2024, public comment received and considered, and that the Council may consider and adopt the Fiscal Year 2024-2025 budget.
2. "BUDGET YEAR" means the 2024-2025 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, 2024, and ends on the last day of June, 2025.
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 0.000561%.

10. ADOPTION & EFFECTIVE DATE. This Ordinance adopting the budget of Eagle Mountain City for 2024-2025 is hereby adopted on June 18, 2024, and effective for the fiscal year 2024-2025.

ENACTED this 18th day of June, 2024.

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 18th day of June.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



FY 2024-2025 Adopted Budget

June 18, 2024

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10	General Fund			
	Revenue			
10-00-31116-0000	Property Taxes	\$ 2,253,573	\$ 2,445,958	\$ 2,635,256
10-00-31121-0000	Property Taxes (Delinquent and Prior Year)	\$ 140,821	\$ 90,000	\$ 70,000
10-00-31122-0000	Penalties/Interest Property Tx	\$ 959	\$ 1,500	\$ 1,000
10-00-31165-0000	UT LIBRARY & TECHNOLOGY GRANT	\$ 3,000	\$ -	\$ -
10-00-31170-0000	Federal - CARES COVID Grant	\$ -	\$ -	\$ -
10-00-31300-0000	Sales and Use Taxes - General	\$ 10,088,821	\$ 11,227,396	\$ 12,049,802
10-00-31320-0000	Transient Room Tax	\$ 5,807	\$ 5,700	\$ 5,700
10-00-31330-0000	Public Transit Tax	\$ -	\$ 192,000	\$ 420,000
10-00-31350-0000	Transportation Tax	\$ 907,834	\$ 987,199	\$ 1,036,558
10-00-31415-0000	Municipal Energy Tax	\$ 3,606,193	\$ 5,316,717	\$ 4,678,798
10-00-31420-0000	Motor Vehicle Fee-In-Lieu	\$ 209,122	\$ 170,000	\$ 210,000
10-00-32100-0000	Licenses - Business	\$ 33,976	\$ 30,000	\$ 32,000
10-00-32214-0000	Permits - Sign	\$ -	\$ 300	\$ -
10-00-32215-0000	Franchise Agreement Fee	\$ -	\$ -	\$ -
10-00-32220-0000	Permits - Conditional Use	\$ -	\$ 7,900	\$ 3,500
10-00-32311-0000	Bldg Permits - Building	\$ 1,479,708	\$ 2,800,000	\$ 3,200,000
10-00-32316-0000	Bldg Permits - Grading & Excavating	\$ 27,099	\$ 33,000	\$ 24,000
10-00-32320-0000	Bldg Permits - Surcharge	\$ 2,971	\$ 2,300	\$ 3,500
10-00-32330-0000	Bldg Permit-Temp Pwr Inspction	\$ 44,500	\$ 90,000	\$ 120,000
10-00-32340-0000	Building Fast Track Fees	\$ 24,800	\$ 85,000	\$ 85,000
10-00-33101-0000	Eco Dev - Golf Sponsorship	\$ 11,024	\$ 4,934	\$ 10,000
10-00-33102-0000	Ladder Signs Revenue	\$ 6,330	\$ -	\$ -
10-00-33103-0000	Vendor Street Fair	\$ -	\$ -	\$ -
10-00-33317-0000	Grant - MAG/UDOT	\$ -	\$ -	\$ -
10-00-33400-0000	Misc. Grant Revenue	\$ -	\$ 10,705	\$ 7,500
10-00-33447-0000	EMP Grant	\$ 11,375	\$ 15,000	\$ 15,000
10-00-33448-0000	CLEF Grant	\$ 9,306	\$ -	\$ -
10-00-33457-0000	Grant - Library	\$ 3,240	\$ 250	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-00-33460-0000	Class BC@ Road Fund Allotment	\$ 2,362,847	\$ 2,623,279	\$ 2,551,500
10-00-33470-0000	Telecommunication Tax	\$ 114,750	\$ 115,000	\$ 115,000
10-00-33480-0000	State Liquor Fund Allotment	\$ 31,538	\$ 33,192	\$ 33,000
10-00-33501-0000	Federal Shared Revenue	\$ -	\$ -	\$ -
10-00-34121-0000	Process Fees - Recording of Legal Documents	\$ 3,313	\$ 5,000	\$ 5,000
10-00-34124-0000	Building Permit Clerical Fee	\$ -	\$ -	\$ -
10-00-34218-0000	Bldg Fees - Subdivision Inspection Fees	\$ 543,099	\$ 750,000	\$ 450,000
10-00-34330-0000	Fire Services	\$ 24,757	\$ 33,000	\$ 24,000
10-00-34331-0000	Sheriff's Service	\$ 108,341	\$ 67,500	\$ 67,500
10-00-34411-0000	Road Surface Treatment Fees	\$ 490,365	\$ 300,000	\$ 150,000
10-00-34512-0000	Bldg Permit - Plan Check	\$ 521,913	\$ 990,000	\$ 850,000
10-00-34513-0000	Plan Check Solar/Commercial	\$ 112,030	\$ 230,000	\$ 100,000
10-00-34514-0000	Site Plan Review Fees	\$ -	\$ -	\$ -
10-00-34515-0000	Dev Fee - Plat Fees	\$ 242,686	\$ 330,000	\$ 350,000
10-00-34516-0000	Dev Fee - Zoning and Subdivision	\$ 1,740	\$ 4,000	\$ -
10-00-34517-0000	Dev Fee - Annexations	\$ -	\$ -	\$ -
10-00-34519-0000	Community Development MiscFees	\$ -	\$ -	\$ -
10-00-34520-0000	Parks Fee-in-lieu	\$ (56,250)	\$ 33,953	\$ -
10-00-34550-0000	Construction Inspection Fees	\$ -	\$ -	\$ -
10-00-34555-0000	Banked Water Transfer Fee	\$ 250	\$ 500	\$ -
10-00-34610-0000	Pony Express Days Sponsorships	\$ 2,500	\$ 2,000	\$ 2,000
10-00-34612-0000	Pony Express Days Rev Tickets	\$ 24,091	\$ 25,000	\$ 25,000
10-00-34624-0000	Carnival Wristbands	\$ -	\$ -	\$ -
10-00-34627-0000	Vendor Booth	\$ 4,425	\$ -	\$ 5,000
10-00-34628-0000	Food Vendor Booth	\$ 1,750	\$ -	\$ -
10-00-34650-0000	Special Event Permit	\$ -	\$ -	\$ -
10-00-34665-0000	EM City Merchandise	\$ 314	\$ 500	\$ 500
10-00-34671-0000	Miss EM Pageant Revenue	\$ 2,676	\$ 1,152	\$ 1,500
10-00-34680-0000	Miscellaneous Events Revenue	\$ 1,500	\$ -	\$ -
10-00-34711-0000	Rec Fees - Youth Sports	\$ 105,107	\$ 118,000	\$ 110,000
10-00-34712-0000	Rec Fees - Adult Sports	\$ 10,450	\$ 5,000	\$ 5,000
10-00-34731-0000	Use Fees - Parks and Public Pr	\$ 10,275	\$ -	\$ 6,000
10-00-34890-0000	Reimbursement - Miscellaneous	\$ -	\$ 6,000	\$ -
10-00-34910-0000	Services - Copies & Postage	\$ 842	\$ -	\$ -
10-00-35020-0000	Damage to Property-Reimb	\$ 10,268	\$ 3,100	\$ -
10-00-35610-0000	Code Enforcement Fines	\$ 1,450	\$ 1,500	\$ 1,500
10-00-35710-0000	Cell Tower Lease	\$ 6,000	\$ 6,000	\$ 6,000
10-00-35990-0000	Util Reconnect/Disconnect Fee	\$ 22,275	\$ -	\$ -
10-00-36010-0000	Library - Fees	\$ 5,655	\$ 5,000	\$ 5,000
10-00-36020-0000	Late/Delinquent Fees Penalties	\$ 198,238	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-00-36030-0000	Revenue from Collections	\$ 5,370	\$ 8,000	\$ 500
10-00-36080-0000	NSF Fee	\$ 8,350	\$ 8,500	\$ 8,500
10-00-37010-0000	Interest Earnings	\$ 925,229	\$ 288,500	\$ 250,000
10-00-37020-0000	Sale of Assets	\$ -	\$ -	\$ -
10-00-37029-0000	Gain on Sale of Assets	\$ -	\$ -	\$ -
10-00-37050-0000	Sale - Maps and Publications	\$ -	\$ -	\$ -
10-00-37060-0000	Miscellaneous Donations	\$ -	\$ -	\$ -
10-00-37070-0000	Rental Income	\$ -	\$ -	\$ -
10-00-37090-0000	Other Miscellaneous	\$ 5,385	\$ 8,000	\$ -
10-00-37110-0000	Proceeds from Capital Lease	\$ -	\$ -	\$ -
10-00-37142-0000	Insurance Reimbursements	\$ -	\$ 257,000	\$ -
10-00-37151-0000	Due From Water (Admin Charge)	\$ 715,705	\$ 1,008,134	\$ 1,041,747
10-00-37152-0000	Due From Sewer (Admin Charge)	\$ 703,151	\$ 1,008,134	\$ 1,026,110
10-00-37157-0000	Due From Solid Waste (Admin Ch	\$ 110,530	\$ 116,637	\$ 155,540
10-00-37159-0000	Due From Storm Drain (Admin Ch	\$ 110,062	\$ 115,855	\$ 157,468
10-00-37172-0000	Due From AA 2013-1 (Admin Chrg	\$ 5,000	\$ 5,000	\$ 5,000
10-00-38111-0000	Due From Wtr Imp Fee Fund	\$ -	\$ -	\$ -
10-00-38116-0000	Due From Pub Safety Imp Fee	\$ -	\$ -	\$ -
10-00-38145-0000	Due From Cap Projects	\$ -	\$ -	\$ -
10-00-38180-0000	Due From RDA	\$ 54,027	\$ 176,627	\$ 215,278
10-00-38401-0000	Contribution other Cities	\$ -	\$ -	\$ -
10-00-39111-0000	Bond Proceeds	\$ -	\$ -	\$ -
10-00-39120-0000	Premium on Bonds Sold	\$ -	\$ -	\$ -
10-00-39320-0000	Library - Donation - Fundraisi	\$ 784	\$ -	\$ -
10-00-39330-0000	Youth Council Fundraiser	\$ -	\$ -	\$ -
10-00-39360-0000	Senior Council Fundraiser	\$ 404	\$ -	\$ -
10-00-39365-0000	Senior Meals - MAG Reimb.	\$ 3,294	\$ -	\$ -
10-00-39700-0000	Contributions Private Sources	\$ 119,810	\$ -	\$ -
10-00-39711-0000	Contributions Other Government	\$ -	\$ -	\$ -
10-00-39725-0000	Developer Cont-Street Lights	\$ 1,579,554	\$ 1,000,000	\$ 900,000
10-00-39920-0000	Use of Fund Reserves	\$ -	\$ 1,500,000	\$ 514,351
10-00-39990-0000	RIGHT OF USE LEASE PROCEEDS	\$ 463,060	\$ 670,000	\$ 45,000
	Revenue	\$ 28,589,370	\$ 35,374,922	\$ 33,790,608
	Expense			
41100	Legislative			
10-11-41100-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ -
10-11-41100-1112	Salaries - Part-Time Permanent	\$ 78,325	\$ 78,000	\$ 85,800
10-11-41100-1321	Clothing Allowance	\$ -	\$ 500	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-11-41100-1511	FICA	\$ 4,836	\$ 5,240	\$ 5,320
10-11-41100-1512	Medicare	\$ 1,131	\$ 1,230	\$ 1,245
10-11-41100-1521	Retirement	\$ 2,803	\$ 3,038	\$ 2,913
10-11-41100-1531	State Insurance Fund	\$ 784	\$ 1,110	\$ 1,555
10-11-41100-2121	Dues & Memberships	\$ 235	\$ -	\$ -
10-11-41100-2321	Travel & Training	\$ 7,635	\$ 7,800	\$ 7,675
10-11-41100-2369	Meetings	\$ 3,825	\$ 8,500	\$ 9,000
10-11-41100-2411	Office Expense & Supplies	\$ 298	\$ 500	\$ 500
10-11-41100-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-11-41100-4531	Professional & Technical Servi	\$ 91,667	\$ 102,000	\$ 102,000
10-11-41100-5003	Special Projects	\$ -	\$ 50,000	\$ 50,000
41100	Legislative	\$ 191,537	\$ 257,918	\$ 266,008
41110	City Recorder's Office			
10-11-41110-1111	Salaries - Full-Time Permanent	\$ 269,004	\$ 451,956	\$ 305,415
10-11-41110-1112	Salaries - Part-Time Permanent	\$ 17,436	\$ 32,604	\$ 95,274
10-11-41110-1211	Overtime	\$ 486	\$ 1,000	\$ 1,000
10-11-41110-1242	Car Allowance	\$ -	\$ -	\$ -
10-11-41110-1300	Employee Benefits (401K & 457)	\$ 16,479	\$ 19,430	\$ 15,242
10-11-41110-1321	Clothing Allowance	\$ 400	\$ 600	\$ 600
10-11-41110-1511	FICA	\$ 1,062	\$ 2,022	\$ 5,909
10-11-41110-1512	Medicare	\$ 4,095	\$ 5,942	\$ 5,812
10-11-41110-1521	Retirement	\$ 46,214	\$ 64,806	\$ 50,264
10-11-41110-1531	State Insurance Fund	\$ 591	\$ 337	\$ 482
10-11-41110-1541	Health Insurance	\$ 31,263	\$ 52,679	\$ 24,901
10-11-41110-1545	Dental Insurance	\$ 5,548	\$ 7,240	\$ 2,577
10-11-41110-1548	Vision Insurance	\$ 960	\$ 1,255	\$ 468
10-11-41110-1561	Long Term Disability	\$ 1,345	\$ 1,728	\$ 1,447
10-11-41110-2121	Dues & Memberships	\$ 1,104	\$ 2,000	\$ 2,000
10-11-41110-2211	Public Notices	\$ 69	\$ 4,000	\$ 2,000
10-11-41110-2321	Travel & Training	\$ 5,318	\$ 13,750	\$ 13,000
10-11-41110-2369	Meetings	\$ 285	\$ 500	\$ 600
10-11-41110-2411	Office Expense & Supplies	\$ 364	\$ -	\$ -
10-11-41110-4138	Property Taxes	\$ 400	\$ 2,000	\$ 4,000
10-11-41110-4139	Recording Fees	\$ 5,186	\$ 9,000	\$ 7,000
10-11-41110-4261	Computer Software & Maint.	\$ -	\$ -	\$ 22,000
10-11-41110-4531	Professional & Technical Servi	\$ 6,684	\$ 16,400	\$ 19,000
10-11-41110-4532	Record Transcription Services	\$ 10	\$ 2,000	\$ 2,000
10-11-41110-4950	Elections	\$ -	\$ 110,000	\$ 500
10-11-41110-7410	Equipment	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-11-41110-7411	Office Equipment	\$ -	\$ -	\$ 8,000
10-11-41110-7412	Computer Equipment	\$ -	\$ -	\$ -
10-11-41110-7552	Furniture	\$ -	\$ -	\$ -
41110	City Recorder's Office	\$ 414,302	\$ 801,249	\$ 589,491
41220	Attorney			
10-11-41220-1111	Salaries - Full-Time Permanent	\$ 71,899	\$ 132,501	\$ 142,872
10-11-41220-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ 16,240
10-11-41220-1113	Salaries - Temporary Employees	\$ -	\$ 10,000	\$ -
10-11-41220-1211	Overtime	\$ -	\$ -	\$ -
10-11-41220-1300	Employee Benefits (401K & 457)	\$ 4,148	\$ 8,216	\$ 8,859
10-11-41220-1321	Clothing Allowance	\$ -	\$ 100	\$ 100
10-11-41220-1511	FICA	\$ -	\$ -	\$ 1,007
10-11-41220-1512	Medicare	\$ 928	\$ 1,922	\$ 2,308
10-11-41220-1521	Retirement	\$ 12,022	\$ 23,811	\$ 24,246
10-11-41220-1531	State Insurance Fund	\$ -	\$ 109	\$ 191
10-11-41220-1541	Health Insurance	\$ 9,177	\$ 18,354	\$ 17,124
10-11-41220-1545	Dental Insurance	\$ 724	\$ 1,448	\$ 1,535
10-11-41220-1548	Vision Insurance	\$ 125	\$ 251	\$ 251
10-11-41220-1561	Long Term Disability	\$ 297	\$ 594	\$ 648
10-11-41220-2121	Dues & Memberships	\$ -	\$ 815	\$ 2,700
10-11-41220-2321	Travel & Training	\$ -	\$ 4,850	\$ 5,000
10-11-41220-2369	Meetings	\$ -	\$ 150	\$ 300
10-11-41220-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41220-2513	Equipment Materials & Supplies	\$ -	\$ -	\$ -
10-11-41220-4121	Attorney Fees	\$ 83,026	\$ 225,000	\$ 75,000
10-11-41220-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-11-41220-4531	Professional & Technical Servi	\$ 4,066	\$ 14,250	\$ 14,400
10-11-41220-5003	Special Projects	\$ -	\$ -	\$ -
10-11-41220-7412	Computer equipment	\$ -	\$ -	\$ -
10-11-41220-7552	Furniture	\$ -	\$ -	\$ -
41220	Attorney	\$ 186,411	\$ 442,371	\$ 312,781
41310	Executive			
10-11-41310-1111	Salaries - Full-Time Permanent	\$ 421,916	\$ 646,689	\$ 685,541
10-11-41310-1112	Salaries - Part-Time Permanent	\$ 22,492	\$ 21,625	\$ 11,044
10-11-41310-1211	Overtime	\$ 186	\$ 2,000	\$ 2,000
10-11-41310-1242	Car Allowance	\$ 13,200	\$ 13,200	\$ 13,200
10-11-41310-1300	Employee Benefits (401K & 457)	\$ 25,385	\$ 42,488	\$ 42,236
10-11-41310-1321	Clothing Allowance	\$ 370	\$ 1,310	\$ 710

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-11-41310-1511	FICA	\$ 1,204	\$ 1,342	\$ 686
10-11-41310-1512	Medicare	\$ 6,416	\$ 10,792	\$ 10,107
10-11-41310-1521	Retirement	\$ 70,935	\$ 120,116	\$ 110,847
10-11-41310-1531	State Insurance Fund	\$ 2,058	\$ 4,184	\$ 5,561
10-11-41310-1541	Health Insurance	\$ 62,034	\$ 109,403	\$ 77,681
10-11-41310-1545	Dental Insurance	\$ 5,982	\$ 10,659	\$ 8,231
10-11-41310-1548	Vision Insurance	\$ 864	\$ 1,681	\$ 1,356
10-11-41310-1561	Long Term Disability	\$ 1,974	\$ 3,143	\$ 3,257
10-11-41310-2121	Dues & Memberships	\$ 43,971	\$ 42,900	\$ 52,337
10-11-41310-2321	Travel & Training	\$ 10,082	\$ 15,775	\$ 25,275
10-11-41310-2369	Meetings	\$ 609	\$ 500	\$ 1,000
10-11-41310-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-11-41310-2513	Equipment Materials & Supplies	\$ 2,036	\$ -	\$ -
10-11-41310-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-11-41310-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
10-11-41310-5003	Special Projects	\$ 142	\$ 1,000	\$ 1,000
10-11-41310-7412	Computer equipment	\$ -	\$ 2,500	\$ -
10-11-41310-7552	Furniture	\$ -	\$ -	\$ -
10-11-41310-9154	Due To Fleet Fund	\$ 25,384	\$ 26,580	\$ 25,700
41310	Executive	\$ 717,242	\$ 1,077,887	\$ 1,077,769
41410	Finance			
10-11-41410-1111	Salaries - Full-Time Permanent	\$ 360,660	\$ 356,395	\$ 494,517
10-11-41410-1112	Salaries - Part-Time Permanent	\$ 8,925	\$ -	\$ 91,529
10-11-41410-1211	Overtime	\$ 315	\$ 1,500	\$ 1,500
10-11-41410-1300	Employee Benefits (401K & 457)	\$ 18,612	\$ 20,048	\$ 30,663
10-11-41410-1321	Clothing Allowance	\$ 500	\$ 450	\$ 950
10-11-41410-1511	FICA	\$ 200	\$ -	\$ 5,677
10-11-41410-1512	Medicare	\$ 5,140	\$ 5,170	\$ 8,503
10-11-41410-1521	Retirement	\$ 61,100	\$ 55,509	\$ 77,425
10-11-41410-1531	State Insurance Fund	\$ 698	\$ 294	\$ 705
10-11-41410-1541	Health Insurance	\$ 87,538	\$ 77,814	\$ 115,743
10-11-41410-1545	Dental Insurance	\$ 6,731	\$ 5,878	\$ 9,978
10-11-41410-1548	Vision Insurance	\$ 1,180	\$ 1,035	\$ 1,632
10-11-41410-1561	Long Term Disability	\$ 1,870	\$ 1,727	\$ 2,425
10-11-41410-2121	Dues & Memberships	\$ 390	\$ 600	\$ 1,049
10-11-41410-2321	Travel & Training	\$ 2,633	\$ 6,650	\$ 12,650
10-11-41410-2369	Meetings	\$ -	\$ 300	\$ 500
10-11-41410-2411	Office Expense & Supplies	\$ -	\$ -	\$ 28,000
10-11-41410-2513	Equipment Materials & Supplies	\$ 191	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-11-41410-4140	Banking Fees	\$ 64,815	\$ 65,000	\$ 60,000
10-11-41410-4261	Computer Software & Maint.	\$ -	\$ -	\$ 70,780
10-11-41410-4531	Professional & Technical Servi	\$ 41,429	\$ -	\$ 49,335
10-11-41410-6000	Bad Debt Expense	\$ 9,148	\$ 48,335	\$ -
10-11-41410-6110	Contractual Agreements	\$ 486,112	\$ -	\$ -
10-11-41410-7411	Office Equipment	\$ -	\$ 43,000	\$ -
10-11-41410-7412	Computer Equipment	\$ -	\$ -	\$ -
10-11-41410-9701	Fraud Loss	\$ 1,126,936	\$ -	\$ -
41410	Finance	\$ 2,285,124	\$ 689,705	\$ 1,063,561
			\$ -	
41710	Engineering			
10-11-41710-1111	Salaries - Full-Time Permanent	\$ 465,993	\$ 653,019	\$ 849,765
10-11-41710-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-11-41710-1211	Overtime	\$ 2,901	\$ 3,500	\$ 3,500
10-11-41710-1242	Car Allowance	\$ -	\$ -	\$ -
10-11-41710-1300	Employee Benefits (401K & 457)	\$ 22,104	\$ 31,373	\$ 49,502
10-11-41710-1321	Clothing Allowance	\$ 1,450	\$ 1,750	\$ 2,850
10-11-41710-1512	Medicare	\$ 6,563	\$ 9,473	\$ 12,328
10-11-41710-1521	Retirement	\$ 79,334	\$ 111,797	\$ 138,021
10-11-41710-1531	State Insurance Fund	\$ 3,448	\$ 6,963	\$ 11,661
10-11-41710-1541	Health Insurance	\$ 109,192	\$ 135,491	\$ 168,718
10-11-41710-1545	Dental Insurance	\$ 8,178	\$ 9,152	\$ 12,773
10-11-41710-1548	Vision Insurance	\$ 1,427	\$ 1,611	\$ 2,113
10-11-41710-1561	Long Term Disability	\$ 2,404	\$ 3,145	\$ 4,802
10-11-41710-2121	Dues & Memberships	\$ 869	\$ 2,000	\$ 2,300
10-11-41710-2321	Travel & Training	\$ 4,468	\$ 5,600	\$ 6,900
10-11-41710-2369	Meetings	\$ 292	\$ 500	\$ 500
10-11-41710-2411	Office Expense & Supplies	\$ 20	\$ -	\$ -
10-11-41710-2513	Equipment Materials & Supplies	\$ 2,660	\$ 3,000	\$ 3,500
10-11-41710-2523	Blue Stakes Supplies	\$ 2,131	\$ 2,500	\$ 3,300
10-11-41710-4261	Computer Software & Maint.	\$ -	\$ 290,310	\$ 51,245
10-11-41710-4531	Professional & Technical Servi	\$ 206,817	\$ -	\$ 30,000
10-11-41710-7410	Equipment	\$ -	\$ -	\$ -
10-11-41710-7411	Office Equipment	\$ -	\$ 2,500	\$ -
10-11-41710-7412	Computer Equipment	\$ -	\$ 138,540	\$ -
10-11-41710-9154	Due To Fleet Fund	\$ 96,049	\$ -	\$ 81,679
41710	Engineering	\$ 1,016,298	\$ 1,412,224	\$ 1,435,457
41800	Planning & Zoning			
10-32-41800-1111	Salaries - Full-Time Permanent	\$ 500,824	\$ 691,591	\$ 600,007

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-32-41800-1112	Salaries - Part-Time Permanent	\$ 5,400	\$ 17,512	\$ 17,605
10-32-41800-1113	Salaries - Temporary Employees	\$ -	\$ 11,520	\$ 10,493
10-32-41800-1211	Overtime	\$ 9,778	\$ 5,000	\$ 5,000
10-32-41800-1242	Car Allowance	\$ -	\$ -	\$ -
10-32-41800-1300	Employee Benefits (401k & 457)	\$ 31,435	\$ 42,883	\$ 33,189
10-32-41800-1321	Clothing Allowance	\$ 2,055	\$ 2,855	\$ 1,055
10-32-41800-1511	FICA	\$ 322	\$ 1,087	\$ 1,096
10-32-41800-1512	Medicare	\$ 7,255	\$ 10,293	\$ 8,962
10-32-41800-1521	Retirement	\$ 85,614	\$ 118,263	\$ 98,153
10-32-41800-1531	State Insurance Fund	\$ 2,481	\$ 3,136	\$ 4,110
10-32-41800-1541	Health Insurance	\$ 110,863	\$ 147,570	\$ 120,759
10-32-41800-1545	Dental Insurance	\$ 6,814	\$ 9,981	\$ 9,322
10-32-41800-1548	Vision Insurance	\$ 1,307	\$ 1,854	\$ 1,624
10-32-41800-1561	Long Term Disability	\$ 2,645	\$ 3,277	\$ 3,213
10-32-41800-2121	Dues & Memberships	\$ 519	\$ 3,275	\$ 3,775
10-32-41800-2321	Travel & Training	\$ 7,646	\$ 11,000	\$ 11,200
10-32-41800-2322	Planning Commission Meetings	\$ -	\$ 2,900	\$ 2,900
10-32-41800-2369	Meetings	\$ 842	\$ 300	\$ 600
10-32-41800-2411	Office Expense & Supplies	\$ -	\$ -	\$ 1,460
10-32-41800-2513	Equipment Materials & Supplies	\$ -	\$ -	\$ -
10-32-41800-4140	Banking Fees	\$ -	\$ -	\$ -
10-32-41800-4261	Computer Software & Maint.	\$ -	\$ -	\$ 52,500
10-32-41800-4531	Professional & Technical Servi	\$ 4,636	\$ 40,500	\$ 70,500
10-32-41800-5001	Misc - Expenses	\$ 59	\$ 1,100	\$ 300
10-32-41800-5002	Special Projects	\$ 21,355	\$ 41,000	\$ 41,000
10-32-41800-6110	Contractual Agreements	\$ 59,800	\$ 55,200	\$ 27,600
10-32-41800-6550	Capital - Studies	\$ 45,872	\$ 150,000	\$ -
10-32-41800-7410	Equipment	\$ -	\$ -	\$ -
10-32-41800-7411	Office Equipment	\$ -	\$ -	\$ -
10-32-41800-7412	Computer Equipment	\$ -	\$ 5,000	\$ -
10-32-41800-9154	Due To Fleet Fund	\$ 163,021	\$ 38,394	\$ 61,798
41800	Planning & Zoning	\$ 1,070,543	\$ 1,415,491	\$ 1,188,221
41910	Economic Development			
10-18-41910-1111	Salaries - Full-Time Permanent	\$ 97,690	\$ 80,561	\$ 86,966
10-18-41910-1300	Employee Benefits (401K & 457)	\$ 4,640	\$ 3,308	\$ 3,231
10-18-41910-1321	Clothing Allowance	\$ 170	\$ 80	\$ 80
10-18-41910-1512	Medicare	\$ 1,407	\$ 1,169	\$ 1,262
10-18-41910-1521	Retirement	\$ 14,353	\$ 13,043	\$ 13,211
10-18-41910-1531	State Insurance Fund	\$ 51	\$ 66	\$ 1,575

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-18-41910-1541	Health Insurance	\$ 17,737	\$ 14,684	\$ 13,843
10-18-41910-1545	Dental Insurance	\$ 1,387	\$ 1,158	\$ 1,228
10-18-41910-1548	Vision Insurance	\$ 240	\$ 201	\$ 201
10-18-41910-1561	Long Term Disability	\$ 426	\$ 375	\$ 408
10-18-41910-2121	Dues & Memberships	\$ 14,312	\$ 22,605	\$ 21,855
10-18-41910-2321	Travel & Training	\$ 1,998	\$ 6,000	\$ 8,000
10-18-41910-2369	Meetings	\$ 128	\$ 1,000	\$ 1,000
10-18-41910-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-18-41910-4531	Professional & Technical Servi	\$ 69,649	\$ 168,000	\$ 50,000
10-18-41910-5780	Marketing Tools	\$ 2,045	\$ 11,710	\$ 10,750
10-18-41910-6110	Contractual Agreements	\$ -	\$ -	\$ -
10-18-41910-6522	Economic Development	\$ 11,150	\$ 15,000	\$ 15,000
10-18-41910-6525	Development Agreements	\$ 1,523,077	\$ 3,788,000	\$ 3,462,822
41910	Economic Development	\$ 1,760,459	\$ 4,126,960	\$ 3,691,432
41940	Recreation			
10-18-41940-1111	Salaries - Full-Time Permanent	\$ 148,237	\$ 156,791	\$ 173,826
10-18-41940-1112	Salaries - Part-Time Permanent	\$ 17,961	\$ 39,150	\$ 47,502
10-18-41940-1211	Overtime	\$ 8,468	\$ 7,000	\$ 7,000
10-18-41940-1300	Employee Benefits (401K & 457)	\$ 9,570	\$ 9,723	\$ 10,780
10-18-41940-1321	Clothing Allowance	\$ 428	\$ 628	\$ 628
10-18-41940-1511	FICA	\$ 1,114	\$ 2,295	\$ 2,946
10-18-41940-1512	Medicare	\$ 2,460	\$ 2,755	\$ 3,212
10-18-41940-1521	Retirement	\$ 26,926	\$ 27,401	\$ 28,653
10-18-41940-1531	State Insurance Fund	\$ 1,630	\$ 2,417	\$ 3,964
10-18-41940-1541	Health Insurance	\$ 38,963	\$ 40,554	\$ 47,640
10-18-41940-1545	Dental Insurance	\$ 2,685	\$ 2,786	\$ 3,630
10-18-41940-1548	Vision Insurance	\$ 487	\$ 508	\$ 603
10-18-41940-1561	Long Term Disability	\$ 786	\$ 843	\$ 900
10-18-41940-2121	Dues & Memberships	\$ 570	\$ 740	\$ 800
10-18-41940-2321	Travel & Training	\$ 2,129	\$ 3,200	\$ 7,500
10-18-41940-2369	Meetings	\$ -	\$ -	\$ -
10-18-41940-2513	Equipment Materials & Supplies	\$ 5,071	\$ 5,000	\$ 6,000
10-18-41940-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-18-41940-4531	Professional & Technical Servi	\$ 2,165	\$ 3,500	\$ 3,240
10-18-41940-5711	Youth Sports	\$ -	\$ 91,500	\$ 104,000
10-18-41940-5712	Adult Sports	\$ -	\$ 18,300	\$ 16,800
10-18-41940-7000	Capital Outlay	\$ -	\$ -	\$ -
10-18-41940-7410	Equipment	\$ -	\$ -	\$ 7,500
10-18-41940-9154	Due To Fleet Fund	\$ 79,824	\$ 78,261	\$ 20,928

Account Number	Description	2023 Actual		2024 Estimate		2025 Proposed	
41940	Recreation	\$	349,471	\$	493,352	\$	498,052
41950	Operations & Facilities						
10-19-41950-1111	Salaries - Full-Time Permanent	\$	267,901	\$	145,032	\$	138,747
10-19-41950-1112	Salaries - Part-Time Permanent	\$	41,783	\$	72,519	\$	62,678
10-19-41950-1211	Overtime	\$	21,445	\$	9,000	\$	9,000
10-19-41950-1300	Employee Benefits (401K & 457)	\$	12,065	\$	8,116	\$	7,711
10-19-41950-1321	Clothing Allowance	\$	1,550	\$	750	\$	1,050
10-19-41950-1511	FICA	\$	2,622	\$	4,499	\$	3,888
10-19-41950-1512	Medicare	\$	4,835	\$	3,159	\$	2,922
10-19-41950-1521	Retirement	\$	44,495	\$	25,420	\$	22,818
10-19-41950-1531	State Insurance Fund	\$	1,916	\$	2,420	\$	2,423
10-19-41950-1541	Health Insurance	\$	68,861	\$	39,488	\$	38,984
10-19-41950-1545	Dental Insurance	\$	4,559	\$	2,939	\$	3,117
10-19-41950-1548	Vision Insurance	\$	790	\$	518	\$	518
10-19-41950-1561	Long Term Disability	\$	1,353	\$	733	\$	1,057
10-19-41950-2321	Travel & Training	\$	712	\$	3,500	\$	3,500
10-19-41950-2431	Uniforms	\$	-	\$	1,600	\$	-
10-19-41950-2513	Equipment Materials & Supplies	\$	10,683	\$	14,000	\$	17,000
10-19-41950-2610	Building & Grounds Maint	\$	103,491	\$	85,000	\$	80,000
10-19-41950-2612	Janitorial-Custodial Supplies	\$	12,804	\$	30,000	\$	30,000
10-19-41950-3111	Utilities	\$	67,483	\$	64,445	\$	77,334
10-19-41950-4261	Computer Software & Maint.	\$	-	\$	-	\$	11,545
10-19-41950-4531	Professional & Technical Servi	\$	33,336	\$	45,440	\$	1,440
10-19-41950-6211	Insurance & Surety Bonds	\$	51,832	\$	100,000	\$	65,000
10-19-41950-7211	Building & Bldg Improvements	\$	172,975	\$	99,500	\$	40,000
10-19-41950-7410	Equipment	\$	4,168	\$	-	\$	-
10-19-41950-7552	Furniture	\$	78,670	\$	50,000	\$	10,000
10-19-41950-9154	Due To Fleet Fund	\$	39,534	\$	39,003	\$	33,217
41950	Operations & Facilities	\$	1,049,862	\$	847,081	\$	663,949
41955	Information Technology						
10-19-41955-1111	Salaries - Full-Time Permanent	\$	9,236	\$	10,071	\$	10,871
10-19-41955-1112	Salaries - Part-Time Permanent	\$	-	\$	-	\$	-
10-19-41955-1211	Overtime	\$	-	\$	-	\$	-
10-19-41955-1300	Employee Benefits (401K & 457)	\$	375	\$	414	\$	404
10-19-41955-1321	Clothing Allowance	\$	10	\$	10	\$	10
10-19-41955-1511	FICA	\$	-	\$	-	\$	-
10-19-41955-1512	Medicare	\$	128	\$	147	\$	158
10-19-41955-1521	Retirement	\$	1,436	\$	1,631	\$	1,652

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-19-41955-1531	State Insurance Fund	\$ -	\$ 9	\$ 197
10-19-41955-1541	Health Insurance	\$ 1,701	\$ 1,836	\$ 1,731
10-19-41955-1545	Dental Insurance	\$ 133	\$ 145	\$ 154
10-19-41955-1548	Vision Insurance	\$ 23	\$ 26	\$ 26
10-19-41955-1561	Long Term Disability	\$ 42	\$ 47	\$ 51
10-19-41955-2121	Dues & Memberships	\$ 179	\$ 200	\$ 200
10-19-41955-2321	Travel & Training	\$ -	\$ -	\$ -
10-19-41955-2369	Meetings	\$ -	\$ -	\$ -
10-19-41955-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-19-41955-2513	Equipment Materials & Supplies	\$ 4,178	\$ 10,000	\$ 7,000
10-19-41955-3311	Telecommunication	\$ 27,708	\$ 33,000	\$ 39,000
10-19-41955-3313	Cell Phone	\$ 60,611	\$ 70,000	\$ 83,640
10-19-41955-3315	Internet Service	\$ 33,798	\$ 34,200	\$ 34,200
10-19-41955-4211	Network-Data Process Supplies	\$ 32,257	\$ -	\$ -
10-19-41955-4221	Website Maintenance	\$ 9,383	\$ 12,200	\$ 25,200
10-19-41955-4222	Printer/Copier Maintenance	\$ 10,718	\$ 13,000	\$ 16,000
10-19-41955-4261	Computer Software & Maint.	\$ 273,008	\$ 1,078,867	\$ 178,100
10-19-41955-4531	Professional & Technical Servi	\$ 133,277	\$ 245,000	\$ 172,500
10-19-41955-7410	Equipment	\$ -	\$ -	\$ -
10-19-41955-7412	Computer Equipment	\$ 117,076	\$ 110,050	\$ 120,000
10-19-41955-7552	Furniture	\$ -	\$ -	\$ -
41955	Information Technology	\$ 715,275	\$ 1,620,853	\$ 691,094
41970	Communications			
10-19-41970-1111	Salaries - Full-Time Permanent	\$ 136,745	\$ 145,009	\$ 157,884
10-19-41970-1112	Salaries - Part-Time Permanent	\$ 39,584	\$ 50,739	\$ 30,416
10-19-41970-1211	Overtime	\$ 922	\$ 1,000	\$ 1,000
10-19-41970-1300	Employee Benefits (401K & 457)	\$ 7,749	\$ 8,991	\$ 3,627
10-19-41970-1321	Clothing Allowance	\$ 400	\$ 400	\$ 300
10-19-41970-1511	FICA	\$ 2,431	\$ 3,147	\$ 1,886
10-19-41970-1512	Medicare	\$ 2,524	\$ 2,841	\$ 2,733
10-19-41970-1521	Retirement	\$ 21,696	\$ 23,478	\$ 23,984
10-19-41970-1531	State Insurance Fund	\$ 429	\$ 162	\$ 1,907
10-19-41970-1541	Health Insurance	\$ 25,741	\$ 25,375	\$ 30,096
10-19-41970-1545	Dental Insurance	\$ 1,574	\$ 1,448	\$ 2,394
10-19-41970-1548	Vision Insurance	\$ 275	\$ 251	\$ 407
10-19-41970-1561	Long Term Disability	\$ 673	\$ 715	\$ 781
10-19-41970-2121	Dues & Memberships	\$ 584	\$ 1,500	\$ 1,500
10-19-41970-2321	Travel & Training	\$ -	\$ 1,500	\$ 7,000
10-19-41970-2369	Meetings	\$ -	\$ 300	\$ 300

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-19-41970-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-19-41970-4531	Professional & Technical Servi	\$ 26,293	\$ 314,987	\$ 97,600
10-19-41970-4541	Printing & Mailing	\$ 165	\$ 12,500	\$ 8,000
10-19-41970-5003	Special Projects	\$ 239	\$ 2,000	\$ 12,000
10-19-41970-5005	EM City Merchandise	\$ -	\$ 22,566	\$ 8,000
10-19-41970-7412	Computer Equipment	\$ 203	\$ 3,900	\$ 2,500
41970	Communications	\$ 268,227	\$ 622,809	\$ 394,315
41980	Human Resources			
10-19-41980-1111	Salaries - Full-Time Permanent	\$ 90,014	\$ 97,520	\$ 159,275
10-19-41980-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-19-41980-1211	Overtime	\$ -	\$ -	\$ -
10-19-41980-1300	Employee Benefits (401K & 457)	\$ 5,547	\$ 6,047	\$ 9,876
10-19-41980-1321	Clothing Allowance	\$ 100	\$ 100	\$ 200
10-19-41980-1511	FICA	\$ -	\$ -	\$ -
10-19-41980-1512	Medicare	\$ 1,268	\$ 1,415	\$ 2,311
10-19-41980-1521	Retirement	\$ 14,485	\$ 15,789	\$ 25,187
10-19-41980-1531	State Insurance Fund	\$ 148	\$ 80	\$ 191
10-19-41980-1541	Health Insurance	\$ 19,936	\$ 18,355	\$ 36,332
10-19-41980-1545	Dental Insurance	\$ 1,447	\$ 1,448	\$ 3,070
10-19-41980-1548	Vision Insurance	\$ 250	\$ 251	\$ 502
10-19-41980-1561	Long Term Disability	\$ 441	\$ 456	\$ 1,083
10-19-41980-2121	Dues & Memberships	\$ 674	\$ 519	\$ 1,694
10-19-41980-2321	Travel & Training	\$ 8,002	\$ 12,750	\$ 16,100
10-19-41980-2371	Education Assistance	\$ 12,658	\$ 20,000	\$ 15,000
10-19-41980-2377	Wellness Committee	\$ 2,100	\$ 6,500	\$ 6,500
10-19-41980-2378	Safety Award	\$ 399	\$ 1,500	\$ 1,500
10-19-41980-2379	Employee Activities	\$ 17,094	\$ 27,500	\$ 40,000
10-19-41980-2411	Office Expense & Supplies	\$ 23,041	\$ 25,000	\$ -
10-19-41980-2431	Uniform & Clothing	\$ 1,202	\$ -	\$ 100
10-19-41980-4261	Computer Software & Maint.	\$ -	\$ -	\$ 55,000
10-19-41980-4531	Professional & Technical Servi	\$ 43,254	\$ 38,938	\$ 38,938
10-19-41980-6211	Insurance & Surety Bonds	\$ -	\$ -	\$ -
41980	Human Resources	\$ 242,063	\$ 274,168	\$ 412,859
41990	Special Events			
10-18-41990-1111	Salaries - Full-Time Permanent	\$ 105,545	\$ 154,804	\$ 164,933
10-18-41990-1112	Salaries - Part-Time Permanent	\$ 4,426	\$ -	\$ -
10-18-41990-1211	Overtime	\$ 18,960	\$ 15,000	\$ 15,000
10-18-41990-1300	Employee Benefits (401K & 457)	\$ 3,538	\$ 5,904	\$ 6,271

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-18-41990-1321	Clothing Allowance	\$ 605	\$ 905	\$ 914
10-18-41990-1511	FICA	\$ 283	\$ -	\$ -
10-18-41990-1512	Medicare	\$ 1,791	\$ 2,247	\$ 2,394
10-18-41990-1521	Retirement	\$ 20,558	\$ 25,936	\$ 25,176
10-18-41990-1531	State Insurance Fund	\$ 827	\$ 1,889	\$ 2,944
10-18-41990-1541	Health Insurance	\$ 41,023	\$ 54,943	\$ 42,783
10-18-41990-1545	Dental Insurance	\$ 3,231	\$ 4,385	\$ 3,160
10-18-41990-1548	Vision Insurance	\$ 561	\$ 761	\$ 518
10-18-41990-1561	Long Term Disability	\$ 639	\$ 856	\$ 880
10-18-41990-2121	Dues & Memberships	\$ 1,400	\$ 2,025	\$ -
10-18-41990-2321	Travel & Training	\$ 3,060	\$ 4,050	\$ 7,000
10-18-41990-2513	Equipment Materials & Supplies	\$ 259	\$ 23,000	\$ 8,000
10-18-41990-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-18-41990-4531	Professional & Technical Servi	\$ -	\$ -	\$ 1,025
10-18-41990-5821	Fireworks	\$ -	\$ 38,500	\$ 38,500
10-18-41990-5850	Veterans Board	\$ 180	\$ 2,100	\$ 2,100
10-18-41990-5851	Youth Council	\$ 2,950	\$ 3,725	\$ 4,200
10-18-41990-5852	Senior Council	\$ 5,349	\$ 6,000	\$ 7,000
10-18-41990-5856	Special Events	\$ 93,383	\$ 149,500	\$ 160,500
10-18-41990-5858	Pony Express Days Celebration	\$ 32,878	\$ 51,500	\$ 51,500
10-18-41990-5859	Miss Eagle Mountain Pageant	\$ 4,302	\$ 8,000	\$ 10,020
10-18-41990-7000	Capital Outlay	\$ -	\$ -	\$ -
10-18-41990-7410	Equipment	\$ -	\$ -	\$ 10,000
10-18-41990-7421	Vehicle	\$ -	\$ -	\$ -
10-18-41990-9154	Due To Fleet Fund	\$ 10,047	\$ 9,609	\$ 11,919
41990	Special Events	\$ 355,797	\$ 565,639	\$ 576,737
42100	Public Safety			
10-21-42100-1111	Salaries - Full-Time Permanent	\$ -	\$ 54,503	\$ 56,811
10-21-42100-1112	Salaries - Part-Time Permanent	\$ 105,478	\$ 125,000	\$ 126,875
10-21-42100-1211	Overtime	\$ -	\$ -	\$ -
10-21-42100-1300	Employee Benefits (401K & 457)	\$ -	\$ -	\$ 3,505
10-21-42100-1321	Clothing Allowance	\$ -	\$ 100	\$ 100
10-21-42100-1511	FICA	\$ 6,540	\$ 7,750	\$ 7,867
10-21-42100-1512	Medicare	\$ 1,529	\$ 2,581	\$ 2,664
10-21-42100-1521	Retirement	\$ -	\$ 3,331	\$ 2,904
10-21-42100-1531	State Insurance Fund	\$ 2,652	\$ 4,561	\$ 3,326
10-21-42100-1541	Health Insurance	\$ -	\$ 18,355	\$ 17,303
10-21-42100-1545	Dental Insurance	\$ -	\$ 1,448	\$ 1,535
10-21-42100-1548	Vision Insurance	\$ -	\$ 251	\$ 251

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-21-42100-1561	Long Term Disability	\$ -	\$ 287	\$ 300
10-21-42100-2121	Dues & Memberships	\$ -	\$ -	\$ 90
10-21-42100-2321	Travel & Training	\$ -	\$ 1,000	\$ 2,600
10-21-42100-3111	Utilities	\$ -	\$ -	\$ -
10-21-42100-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-21-42100-4410	Animal Control	\$ 31,481	\$ 58,705	\$ 64,078
10-21-42100-4520	Contract Services	\$ 5,140,150	\$ 5,935,665	\$ 6,925,582
10-21-42100-4525	Dispatch Services	\$ 168,681	\$ 352,057	\$ 352,057
10-21-42100-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
10-21-42100-5002	Special Projects	\$ 1,647	\$ 6,000	\$ 6,000
10-21-42100-5230	Emergency Management	\$ (634)	\$ 2,500	\$ 4,000
10-21-42100-5235	CERT Training	\$ -	\$ 2,000	\$ 2,000
10-21-42100-5797	Planning Grant Expenses	\$ -	\$ -	\$ -
10-21-42100-5859	Rad Women/Kids	\$ 3,945	\$ 6,000	\$ 6,000
10-21-42100-5860	Community Safety/VIPS	\$ 643	\$ 3,000	\$ 3,000
10-21-42100-5861	Communities That Care Program	\$ 4,931	\$ 7,000	\$ 7,000
10-21-42100-5862	DUI Blitzes w/ Alcohol Tax Fnd	\$ -	\$ 32,000	\$ 32,000
10-21-42100-7000	Capital Outlay	\$ -	\$ -	\$ -
10-21-42100-7410	Equipment	\$ -	\$ -	\$ -
10-21-42100-7415	Emergency Management Equipment	\$ 8,146	\$ 71,000	\$ 36,500
42100	Public Safety	\$ 5,475,190	\$ 6,695,094	\$ 7,664,348
42420	Building Inspections			
10-33-42420-1111	Salaries - Full-Time Permanent	\$ 548,524	\$ 791,857	\$ 767,177
10-33-42420-1112	Salaries - Part-Time Permanent	\$ 24,816	\$ 34,176	\$ 26,390
10-33-42420-1116	Salaries - Fast Track	\$ 12,560	\$ -	\$ -
10-33-42420-1211	Overtime	\$ 7,854	\$ 8,000	\$ 10,000
10-33-42420-1242	Car Allowance	\$ -	\$ -	\$ -
10-33-42420-1300	Employee Benefits (401K & 457)	\$ 34,409	\$ 48,701	\$ 45,692
10-33-42420-1321	Clothing Allowance	\$ 2,495	\$ 3,495	\$ 3,400
10-33-42420-1511	FICA	\$ 1,519	\$ 2,120	\$ 1,637
10-33-42420-1512	Medicare	\$ 8,233	\$ 11,986	\$ 11,516
10-33-42420-1521	Retirement	\$ 93,156	\$ 133,608	\$ 120,461
10-33-42420-1531	State Insurance Fund	\$ 3,413	\$ 6,329	\$ 9,429
10-33-42420-1541	Health Insurance	\$ 170,834	\$ 209,762	\$ 206,002
10-33-42420-1545	Dental Insurance	\$ 13,331	\$ 16,234	\$ 17,635
10-33-42420-1548	Vision Insurance	\$ 2,314	\$ 2,823	\$ 2,889
10-33-42420-1561	Long Term Disability	\$ 3,161	\$ 3,948	\$ 4,151
10-33-42420-2121	Dues & Memberships	\$ 982	\$ 3,600	\$ 1,538
10-33-42420-2321	Travel & Training	\$ 5,901	\$ 5,290	\$ 5,750

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-33-42420-2369	Meetings	\$ 164	\$ 400	\$ 1,200
10-33-42420-2411	Office Expense & Supplies	\$ -	\$ -	\$ 2,150
10-33-42420-2513	Equipment Materials & Supplies	\$ 191	\$ 1,000	\$ 1,200
10-33-42420-4261	Computer Software & Maint.	\$ -	\$ -	\$ 57,500
10-33-42420-4531	Professional & Technical Servi	\$ 155,042	\$ 350,000	\$ 400,000
10-33-42420-6110	Contractual Agreements	\$ 29,900	\$ 27,600	\$ 27,600
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	\$ 44,951	\$ 62,575	\$ 57,424
10-33-42420-9999	Office Lease Right of Use Exp	\$ 131,253	\$ -	\$ -
42420	Building Inspections	\$ 1,295,002	\$ 1,723,504	\$ 1,780,741
42430	Neighborhood Improvement			
10-31-42430-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ 200,841
10-31-42430-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
10-31-42430-1113	Salaries - Temporary Employees	\$ -	\$ -	\$ -
10-31-42430-1211	Overtime	\$ -	\$ -	\$ -
10-31-42430-1300	Employee Benefits (401k & 457)	\$ -	\$ -	\$ 12,454
10-31-42430-1321	Clothing Allowance	\$ -	\$ -	\$ 1,300
10-31-42430-1511	FICA	\$ -	\$ -	\$ -
10-31-42430-1512	Medicare	\$ -	\$ -	\$ 2,915
10-31-42430-1521	Retirement	\$ -	\$ -	\$ 30,985
10-31-42430-1531	State Insurance Fund	\$ -	\$ -	\$ 2,914
10-31-42430-1541	Health Insurance	\$ -	\$ -	\$ 41,814
10-31-42430-1545	Dental Insurance	\$ -	\$ -	\$ 2,370
10-31-42430-1548	Vision Insurance	\$ -	\$ -	\$ 415
10-31-42430-1561	Long Term Disability	\$ -	\$ -	\$ 1,297
10-31-42430-2121	Dues & Memberships	\$ -	\$ -	\$ 225
10-31-42430-2321	Travel & Training	\$ -	\$ -	\$ 500
10-31-42430-2369	Meetings	\$ -	\$ -	\$ 300
10-31-42430-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-31-42430-2513	Equipment Materials & Supplies	\$ -	\$ -	\$ 1,500
10-31-42430-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
10-31-42430-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
10-31-42430-5002	Special Projects	\$ -	\$ -	\$ 30,000
10-31-42430-6110	Contractual Agreements	\$ -	\$ -	\$ 27,600
10-31-42430-7410	Equipment	\$ -	\$ -	\$ 5,000

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-31-42430-7411	Office Equipment	\$ -	\$ -	\$ -
10-31-42430-7412	Computer Equipment	\$ -	\$ -	\$ -
10-31-42430-9154	Due To Fleet Fund	\$ -	\$ -	\$ -
42430	Neighborhood Improvement	\$ -	\$ -	\$ 362,430
44100	Streets & Roads			
10-41-44100-1111	Salaries - Full-Time Permanent	\$ 418,728	\$ 443,371	\$ 593,410
10-41-44100-1112	Salaries - Part-Time Permanent	\$ -	\$ 26,460	\$ 33,618
10-41-44100-1211	Overtime	\$ 25,703	\$ 25,000	\$ 25,000
10-41-44100-1300	Employee Benefits (401k & 457)	\$ 22,432	\$ 23,507	\$ 34,773
10-41-44100-1321	Clothing Allowance	\$ 3,031	\$ 3,061	\$ 4,237
10-41-44100-1511	FICA	\$ -	\$ 1,548	\$ 2,086
10-41-44100-1512	Medicare	\$ 6,390	\$ 6,434	\$ 9,098
10-41-44100-1521	Retirement	\$ 74,197	\$ 74,809	\$ 96,243
10-41-44100-1531	State Insurance Fund	\$ 3,806	\$ 6,283	\$ 9,909
10-41-44100-1541	Health Insurance	\$ 110,295	\$ 114,472	\$ 179,023
10-41-44100-1545	Dental Insurance	\$ 7,371	\$ 7,626	\$ 13,999
10-41-44100-1548	Vision Insurance	\$ 1,288	\$ 1,340	\$ 2,303
10-41-44100-1561	Long Term Disability	\$ 2,190	\$ 2,318	\$ 4,161
10-41-44100-2321	Travel & Training	\$ 4,926	\$ 7,000	\$ 10,200
10-41-44100-2369	Meetings	\$ 168	\$ 600	\$ 600
10-41-44100-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-41-44100-2513	Equipment Materials & Supplies	\$ 64,968	\$ 65,000	\$ 72,000
10-41-44100-2610	Building & Grounds Maint	\$ -	\$ -	\$ -
10-41-44100-3111	Utilities	\$ -	\$ -	\$ 55,200
10-41-44100-4121	Attorney Fees	\$ 270	\$ -	\$ -
10-41-44100-4261	Computer Software & Maint.	\$ -	\$ -	\$ 11,545
10-41-44100-4394	Collar Maintenance	\$ -	\$ 10,000	\$ 10,000
10-41-44100-4531	Professional & Technical Servi	\$ 4,273	\$ 5,000	\$ 12,000
10-41-44100-4811	Equipment Rental/Lease	\$ 38,737	\$ 23,900	\$ 23,900
10-41-44100-4813	Right of Use Lease Issuance Ex	\$ 65,324	\$ -	\$ -
10-41-44100-5121	Unimproved Road Maint.	\$ 14,124	\$ 17,000	\$ 20,000
10-41-44100-5122	Paved Road Maint.	\$ 1,203,791	\$ 1,650,000	\$ 1,650,000
10-41-44100-5123	Snow Removal	\$ 99,478	\$ 85,000	\$ 90,000
10-41-44100-5124	Sidewalk Maintenance	\$ 44,146	\$ 60,000	\$ 85,000
10-41-44100-5125	Seal Coat Road Maint	\$ -	\$ -	\$ 150,000
10-41-44100-5140	Street Light New Install	\$ 1,509,000	\$ 1,000,000	\$ 900,000
10-41-44100-5141	Street Light Maintenance	\$ 353,402	\$ 250,000	\$ 240,000
10-41-44100-5142	Traffic Signal Maintenance	\$ 16,507	\$ 42,000	\$ 50,000
10-41-44100-5721	Chemicals & Fertilizers	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-41-44100-5730	Street Sign Maintenance	\$ 37,378	\$ 55,000	\$ 65,000
10-41-44100-5731	Street Sweeping	\$ -	\$ -	\$ -
10-41-44100-7000	Capital Outlay	\$ -	\$ -	\$ -
10-41-44100-7410	Equipment	\$ -	\$ 197,500	\$ 83,000
10-41-44100-7421	Vehicle	\$ -	\$ 27,000	\$ 215,951
10-41-44100-8211	Lease Purchase	\$ 27,000	\$ 250,892	\$ 27,000
10-41-44100-9154	Due To Fleet Fund	\$ 247,345	\$ -	\$ 314,277
10-41-44100-9179	Due To Road Debt Fund	\$ -	\$ -	\$ -
44100	Streets & Roads	\$ 4,406,266	\$ 4,482,121	\$ 5,093,533
45100	Parks			
10-41-45100-1111	Salaries - Full-Time Permanent	\$ 553,003	\$ 626,850	\$ 654,095
10-41-45100-1112	Salaries - Part-Time Permanent	\$ 37,974	\$ 52,916	\$ 49,420
10-41-45100-1113	Salaries - Temporary Employees	\$ -	\$ -	\$ -
10-41-45100-1211	Overtime	\$ 32,522	\$ 19,000	\$ 23,000
10-41-45100-1300	Employee Benefits (401k & 457)	\$ 34,735	\$ 36,044	\$ 38,399
10-41-45100-1321	Clothing Allowance	\$ 4,398	\$ 4,961	\$ 5,188
10-41-45100-1511	FICA	\$ 2,438	\$ 3,380	\$ 3,066
10-41-45100-1512	Medicare	\$ 8,805	\$ 10,537	\$ 10,214
10-41-45100-1521	Retirement	\$ 96,679	\$ 105,250	\$ 103,714
10-41-45100-1531	State Insurance Fund	\$ 4,419	\$ 9,006	\$ 12,172
10-41-45100-1541	Health Insurance	\$ 145,428	\$ 159,243	\$ 154,209
10-41-45100-1545	Dental Insurance	\$ 10,100	\$ 10,975	\$ 9,776
10-41-45100-1548	Vision Insurance	\$ 1,796	\$ 1,966	\$ 1,627
10-41-45100-1561	Long Term Disability	\$ 2,980	\$ 3,427	\$ 3,422
10-41-45100-2121	Dues & Memberships	\$ 685	\$ 1,145	\$ 750
10-41-45100-2321	Travel & Training	\$ 2,520	\$ 6,100	\$ 7,250
10-41-45100-2369	Meetings	\$ 360	\$ 400	\$ 600
10-41-45100-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
10-41-45100-2513	Equipment Materials & Supplies	\$ 32,283	\$ 31,500	\$ 35,000
10-41-45100-2610	Building & Grounds Maint	\$ 24,385	\$ 17,500	\$ 24,000
10-41-45100-3111	Utilities	\$ 133,874	\$ 180,000	\$ 180,000
10-41-45100-4121	Attorney Fees	\$ 2,059	\$ -	\$ -
10-41-45100-4261	Computer Software & Maint.	\$ -	\$ -	\$ 19,545
10-41-45100-4531	Professional & Technical Servi	\$ 753,121	\$ 832,900	\$ 727,555
10-41-45100-4811	Equipment Rental/Lease	\$ 11,566	\$ 20,000	\$ 20,000
10-41-45100-5405	Park Amenities Repair/Replace	\$ 21,607	\$ 94,000	\$ 104,000
10-41-45100-5406	Park Fee In Lieu	\$ -	\$ -	\$ -
10-41-45100-5410	Landscape Maintenance	\$ 44,585	\$ 60,000	\$ 120,000
10-41-45100-5420	Parks Trails Pavement Mainten	\$ 77,762	\$ 80,000	\$ 100,000

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-41-45100-5425	Silverlake Trees	\$ -	\$ -	\$ -
10-41-45100-5430	City Wide Trees	\$ 23,334	\$ 60,000	\$ 180,000
10-41-45100-5721	Chemicals & Fertilizers	\$ 7,905	\$ 5,000	\$ 5,000
10-41-45100-7410	Equipment	\$ 40,967	\$ 43,000	\$ 183,900
10-41-45100-8211	Lease Purchase	\$ -	\$ 14,300	\$ 29,300
10-41-45100-9154	Due To Fleet Fund	\$ 200,386	\$ 164,559	\$ 190,477
45100	Parks	\$ 2,312,679	\$ 2,653,959	\$ 2,995,679
45800	Library			
10-18-45800-1111	Salaries - Full-Time Permanent	\$ 244,371	\$ 262,977	\$ 292,605
10-18-45800-1112	Salaries - Part-Time Permanent	\$ 144,879	\$ 168,098	\$ 207,549
10-18-45800-1211	Overtime	\$ 63	\$ -	\$ -
10-18-45800-1300	Employee Benefits (401K & 457)	\$ 12,792	\$ 13,817	\$ 15,503
10-18-45800-1321	Clothing Allowance	\$ 1,400	\$ 1,700	\$ 1,500
10-18-45800-1511	FICA	\$ 8,955	\$ 10,425	\$ 12,874
10-18-45800-1512	Medicare	\$ 5,526	\$ 6,256	\$ 7,260
10-18-45800-1521	Retirement	\$ 41,707	\$ 45,304	\$ 47,317
10-18-45800-1531	State Insurance Fund	\$ 1,333	\$ 359	\$ 604
10-18-45800-1541	Health Insurance	\$ 79,984	\$ 79,988	\$ 68,791
10-18-45800-1545	Dental Insurance	\$ 6,167	\$ 6,170	\$ 5,407
10-18-45800-1548	Vision Insurance	\$ 1,075	\$ 1,078	\$ 901
10-18-45800-1561	Long Term Disability	\$ 1,353	\$ 1,388	\$ 1,489
10-18-45800-2121	Dues & Memberships	\$ 17,572	\$ 1,795	\$ 1,695
10-18-45800-2321	Travel & Training	\$ 1,764	\$ 3,000	\$ 3,000
10-18-45800-2369	Meetings	\$ 127	\$ 300	\$ 600
10-18-45800-2411	Office Expense & Supplies	\$ 5,010	\$ 6,000	\$ 6,000
10-18-45800-2513	Equipment Materials & Supplies	\$ 1,065	\$ 1,550	\$ 1,550
10-18-45800-4211	Computer Network & Data Proces	\$ 22,313	\$ 26,025	\$ 10,766
10-18-45800-4261	Computer Software & Maint.	\$ -	\$ -	\$ 18,324
10-18-45800-4531	Professional & Technical Servi	\$ -	\$ 10,651	\$ 14,543
10-18-45800-5791	Library Materials & Books	\$ 52,583	\$ 65,000	\$ 75,000
10-18-45800-5795	Grant funded Material/Supplies	\$ 13,782	\$ 27,000	\$ 15,000
10-18-45800-5856	Special Events	\$ 4,259	\$ 5,000	\$ 5,000
10-18-45800-7410	Equipment	\$ 14,727	\$ -	\$ 8,000
10-18-45800-7412	Computer Equipment	\$ 4,891	\$ 5,000	\$ 5,000
10-18-45800-7552	Furniture	\$ 3,145	\$ 4,000	\$ 4,000
45800	Library	\$ 690,841	\$ 752,881	\$ 830,278
48100	Transfers & Contributions			
10-32-48100-9999	Office Right Of Use Lease Exp	\$ 266,483	\$ 270,000	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
10-61-48100-9116	Due to Public Saftey ImpFee Fn	\$ -	\$ -	\$ -
10-61-48100-9130	Due To Debt Service Fund	\$ 217,169	\$ 219,610	\$ 217,921
10-61-48100-9147	Due To Cap Proj Fund	\$ 4,560,966	\$ 3,930,046	\$ 1,983,952
10-61-48100-9151	Due To Water Fund	\$ -	\$ -	\$ -
10-61-48100-9152	Due To Sewer Fund	\$ -	\$ -	\$ -
10-61-48100-9154	Due To Fleet Fund	\$ -	\$ -	\$ -
10-61-48100-9162	Due to Cemetery Fund	\$ -	\$ -	\$ -
10-61-48100-9180	Due to RDA	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ 5,044,618	\$ 4,419,656	\$ 2,201,873
48700	Fund Reserve			
10-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ -
48700	Fund Reserve	\$ -	\$ -	\$ -
	Expense	\$ 29,847,209	\$ 35,374,922	\$ 33,790,608
10	General Fund	\$ (1,257,839)	\$ -	\$ -
11	Water Impact Fee Fund			
	Revenue			
11-00-34800-0000	Impact Fees	\$ -	\$ -	\$ 3,300,000
11-00-34805-0000	Buy In Water SA 1	\$ 372,668	\$ 164,000	\$ -
11-00-34806-0000	Buy In Water SA 2	\$ 73,836	\$ -	\$ -
11-00-34860-0000	Future Facilities Water SA 1	\$ 1,804,801	\$ 2,957,000	\$ -
11-00-34870-0000	Future Facilities Water SA 2	\$ 94,112	\$ -	\$ -
11-00-37010-0000	Interest Earnings	\$ 1,017,765	\$ 620,000	\$ -
11-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
11-00-38151-0000	Due From Water Fund	\$ -	\$ -	\$ -
11-00-39920-0000	Use of Fund Reserves	\$ -	\$ 18,744,575	\$ 1,125,645
	Revenue	\$ 3,363,182	\$ 22,485,575	\$ 4,425,645
	Expense			
48100	Transfers & Contributions			
11-61-48100-9110	Due To General Fund	\$ -	\$ -	\$ -
11-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ -	\$ -
11-61-48100-9151	Due To Water Fund	\$ 3,316,117	\$ 654,416	\$ 660,645
48100	Transfers & Contributions	\$ 3,316,117	\$ 654,416	\$ 660,645
48700	Fund Reserve			

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
11-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ -
48700	Fund Reserve	\$ -	\$ -	\$ -
51000	Water Utility			
11-51-51000-4531	Professional & Technical Servi	\$ 5,000	\$ 60,000	\$ -
11-51-51000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
11-51-51000-6310	Developer Impact Fee Reimb.	\$ -	\$ 510,000	\$ -
11-51-51000-7000	Capital Outlay	\$ -	\$ -	\$ -
11-81-51000-7000	Capital Projects	\$ -	\$ 21,261,159	\$ 3,765,000
51000	Water Utility	\$ 5,000	\$ 21,831,159	\$ 3,765,000
	Expense	\$ 3,321,117	\$ 22,485,575	\$ 4,425,645
11	Water Impact Fee Fund	\$ 42,065	\$ -	\$ -
12	Wastewater Impact Fee Fund			
	Revenue			
12-00-34800-0000	Impact Fees	\$ -	\$ -	\$ -
12-00-34805-0000	SSA Treatment Buy In WW	\$ 784,614	\$ 560,000	\$ -
12-00-34807-0000	Development Agreements	\$ -	\$ -	\$ -
12-00-34816-0000	Evan's Ranch Trunk Line WW	\$ 63,498	\$ -	\$ -
12-00-34820-0000	EMP Property Buy In	\$ 798	\$ -	\$ -
12-00-34825-0000	Future Facilities WW SSA	\$ 579,150	\$ 1,790,000	\$ 3,032,250
12-00-34830-0000	Ranches Pkwy Extension WW	\$ 253	\$ -	\$ -
12-00-34845-0000	Future Facilities WW NSA	\$ 84,617	\$ 105,000	\$ 124,400
12-00-34855-0000	Camp Williams Sewer Line	\$ 5,451	\$ 4,650	\$ -
12-00-37010-0000	Interest Earnings	\$ 104,851	\$ 80,000	\$ -
12-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
12-00-38152-0000	Due From Sewer Fund	\$ -	\$ -	\$ -
12-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,413,035	\$ -
	Revenue	\$ 1,623,234	\$ 4,952,685	\$ 3,156,650
	Expense			
48100	Transfers & Contributions			
12-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ 1,716,470	\$ -
12-61-48100-9152	Due To Sewer Fund	\$ 2,979,234	\$ -	\$ 1,148,350
48100	Transfers & Contributions	\$ 2,979,234	\$ 1,716,470	\$ 1,148,350
48700	Fund Reserve			

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
12-99-48700-9499	Fund Balance Appropriation	\$ -	\$ 940,800	\$ 199,800
48700	Fund Reserve	\$ -	\$ 940,800	\$ 199,800
52000	Wastewater Utility			
12-51-52000-4531	Professional & Technical Servi	\$ 6,165	\$ -	\$ -
12-51-52000-6306	EM Properties Reimbursement	\$ -	\$ -	\$ -
12-51-52000-6309	Evans Ranch Reimbursement	\$ -	\$ -	\$ -
12-51-52000-6310	Developer Impact Fee Reimb.	\$ 128,684	\$ 4,650	\$ -
12-81-52000-7000	Capital Projects	\$ -	\$ -	\$ 808,500
12-81-52000-7308	Tertiary Treatement Project	\$ -	\$ 1,000,000	\$ 1,000,000
52000	Wastewater Utility	\$ 134,849	\$ 1,004,650	\$ 1,808,500
52100	Wastewater Capital Projects			
12-81-52100-7307	Headworks Project	\$ -	\$ 1,290,765	\$ -
52100	Wastewater Capital Projects	\$ -	\$ 1,290,765	\$ -
	Expense	\$ 3,114,083	\$ 4,952,685	\$ 3,156,650
12	Wastewater Impact Fee Fund	\$ (1,490,850)	\$ -	\$ -
15	Parks/Trails Impact Fee Fund			
	Revenue			
15-00-34800-0000	Impact Fees	\$ -	\$ -	\$ 3,136,500
15-00-34825-0000	Future Facilities PrksTrls SSA	\$ 1,032,609	\$ 2,900,000	\$ -
15-00-34845-0000	Future Facilities PrksTrls NSA	\$ 724,196	\$ 1,150,000	\$ -
15-00-34850-0000	Future Facilities PrksTrls WSA	\$ 28,640	\$ -	\$ -
15-00-37010-0000	Interest Earnings	\$ 149,540	\$ 225,000	\$ -
15-00-39920-0000	Use of Fund Reserves	\$ -	\$ 3,998,226	\$ -
	Revenue	\$ 1,934,985	\$ 8,273,226	\$ 3,136,500
	Expense			
45100	Parks			
15-51-45100-4531	Professional & Technical Servi	\$ -	\$ -	\$ -
15-51-45100-6000	Bad Debt Expense	\$ -	\$ -	\$ -
15-51-45100-6302	SITLA Imp Fee Reimbursement	\$ -	\$ -	\$ -
15-51-45100-7000	Capital Outlay	\$ -	\$ 30,000	\$ 1,250,000
15-81-45100-7021	Smith Ranch Park	\$ -	\$ 7,126,224	\$ -
45100	Parks	\$ -	\$ 7,156,224	\$ 1,250,000

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
48100	Transfers & Contributions			
15-61-48100-9147	Due To General Fund CP Fund	\$ 494,427	\$ -	\$ -
48100	Transfers & Contributions	\$ 494,427	\$ -	\$ -
48700	Fund Reserve			
15-99-48700-9499	Fund Balance Appropriation	\$ -	\$ 1,117,002	\$ 1,886,500
48700	Fund Reserve	\$ -	\$ 1,117,002	\$ 1,886,500
	Expense	\$ 494,427	\$ 8,273,226	\$ 3,136,500
15	Parks/Trails Impact Fee Fund	\$ 1,440,558	\$ -	\$ -
16	Public Safety Facility Impact Revenue			
16-00-34800-0000	Impact Fees	\$ 39,262	\$ 31,000	\$ 35,700
16-00-34825-0000	Future Facilities SSA	\$ -	\$ -	\$ -
16-00-34845-0000	Future Facilities NSA	\$ -	\$ -	\$ -
16-00-34850-0000	Future Facilities WSA	\$ -	\$ -	\$ -
	Revenue	\$ 39,262	\$ 31,000	\$ 35,700
	Expense			
42100	Public Safety			
16-51-42100-4531	Professional & Technical Servi	\$ -	\$ 10,000	\$ -
42100	Public Safety	\$ -	\$ 10,000	\$ -
48100	Transfers & Contributions			
16-61-48100-9110	Due To General Fund	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ -	\$ -	\$ -
48700	Fund Reserve			
16-99-48700-9499	Fund Balance Appropriation	\$ -	\$ 21,000	\$ 35,700
48700	Fund Reserve	\$ -	\$ 21,000	\$ 35,700
	Expense	\$ -	\$ 31,000	\$ 35,700
16	Public Safety Facility Impact	\$ 39,262	\$ -	\$ -
17	Stormwater Impact Fee Fund Revenue			

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
17-00-34800-0000	Impact Fees	\$ -	\$ -	\$ -
17-00-34820-0000	EMP Property Buy In	\$ 12,041	\$ 15,000	\$ -
17-00-34825-0000	Future Facilities StrmWtr SSA	\$ 243,792	\$ 388,220	\$ 441,350
17-00-34833-0000	Tickville Wash/Basin Eq Buy In	\$ 16,424	\$ 13,500	\$ -
17-00-34845-0000	Future Facilities StrmWtr NSA	\$ 62,758	\$ 95,000	\$ 56,400
17-00-34850-0000	Future Facilities StrmWtr WSA	\$ 25,440	\$ -	\$ -
17-00-37010-0000	Interest Earnings	\$ 78,905	\$ 100,000	\$ -
17-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
17-00-39920-0000	Use of Fund Reserves	\$ -	\$ 3,233,682	\$ 1,517,550
	Revenue	\$ 439,361	\$ 3,845,402	\$ 2,015,300
	Expense			
48100	Transfers & Contributions			
17-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ 1,324,102	\$ -
17-61-48100-9159	Due to Strm Wtr Fund	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ -	\$ 1,324,102	\$ -
48700	Fund Reserve			
17-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ -
48700	Fund Reserve	\$ -	\$ -	\$ -
59000	Stormwater Services			
17-51-59000-4531	Professional & Technical Servi	\$ 30,920	\$ -	\$ -
17-51-59000-6000	Bad Debt Expense	\$ -	\$ -	\$ -
17-51-59000-6306	EM Properties Reimbursement	\$ -	\$ -	\$ -
17-51-59000-6310	Developer Impact Fee Reimb.	\$ 10,015	\$ 21,000	\$ -
17-51-59000-7000	Capital Outlay	\$ -	\$ 1,000,000	\$ 515,000
17-81-59000-7026	Old Airport Road Phase 2	\$ -	\$ 999,000	\$ 999,000
17-81-59000-7046	Midvalley Road Extension	\$ -	\$ 501,300	\$ 501,300
59000	Stormwater Services	\$ 40,935	\$ 2,521,300	\$ 2,015,300
	Expense	\$ 40,935	\$ 3,845,402	\$ 2,015,300
17	Stormwater Impact Fee Fund	\$ 398,426	\$ -	\$ -
18	Transportation Impact Fee Fund			
	Revenue			
18-00-34800-0000	Impact Fees	\$ -	\$ -	\$ 4,125,050
18-00-34820-0000	EMP Property Buy In	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
18-00-34825-0000	Future Facilities Trans SSA	\$ 790,699	\$ 1,000,000	\$ -
18-00-34840-0000	EM Blvd/Sweetwater NSA	\$ -	\$ -	\$ -
18-00-34841-0000	EM Blvd/Sweetwater SSA	\$ 248	\$ -	\$ -
18-00-34842-0000	Sweetwater Rd Eq Buy In WSA	\$ -	\$ -	\$ -
18-00-34844-0000	Pony Express Ext thru SlvrLke	\$ -	\$ -	\$ -
18-00-34845-0000	Future Facilities Trans NSA	\$ 259,974	\$ 400,000	\$ -
18-00-34847-0000	Airport Rd ROW NSA	\$ (33)	\$ -	\$ -
18-00-34848-0000	Airport Rd ROW SSA	\$ -	\$ -	\$ -
18-00-34849-0000	Airport Rd ROW WSA	\$ -	\$ -	\$ -
18-00-34850-0000	Future Facilities Trans WSA	\$ 9,880	\$ -	\$ -
18-00-37010-0000	Interest Earnings	\$ 78,633	\$ 10,000	\$ -
18-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
18-00-38145-0000	Due from Capital Project Fund	\$ -	\$ 1,171,109	\$ -
18-00-39920-0000	Use of Fund Reserves	\$ -	\$ 2,966,357	\$ -
	Revenue	\$ 1,139,401	\$ 5,547,466	\$ 4,125,050
	Expense			
44100	Streets & Roads			
18-51-44100-4531	Professional & Technical Servi	\$ 2,700	\$ -	\$ -
18-51-44100-6310	Developer Impact Fee Reimb.	\$ -	\$ 400,000	\$ -
18-81-44100-7000	Capital Projects	\$ -	\$ 3,321,104	\$ 125,000
44100	Streets & Roads	\$ 2,700	\$ 3,721,104	\$ 125,000
48100	Transfers & Contributions			
18-61-48100-9147	Due To General Fund CP Fund	\$ 356,516	\$ -	\$ -
18-61-48100-9179	Due To Debt Service Fund	\$ 1,826,799	\$ 1,826,362	\$ 1,832,302
48100	Transfers & Contributions	\$ 2,183,315	\$ 1,826,362	\$ 1,832,302
48700	Fund Reserve			
18-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ 2,167,748
48700	Fund Reserve	\$ -	\$ -	\$ 2,167,748
	Expense	\$ 2,186,015	\$ 5,547,466	\$ 4,125,050
18	Transportation Impact Fee Fund	\$ (1,046,614)	\$ -	\$ -
30	Debt Service Fund			
	Revenue			
30-00-37010-0000	Interest Earnings	\$ 59,862	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
30-00-38110-0000	Due From General Fund	\$ 217,169	\$ 219,610	\$ 217,921
30-00-38118-0000	Due From Trans Imp Fee Fnd	\$ 1,826,799	\$ 1,826,362	\$ 1,832,302
30-00-38145-0000	Due From Capital Project Fund	\$ -	\$ 1,050,000	\$ -
30-00-38147-0000	Due from Capital Project Fund	\$ -	\$ -	\$ -
30-00-39111-0000	Bond Proceeds	\$ -	\$ -	\$ -
30-00-39120-0000	Premium on Bonds Sold	\$ -	\$ -	\$ -
	Revenue	\$ 2,103,831	\$ 3,095,972	\$ 2,050,223
	Expense			
44100	Streets & Roads			
30-71-44100-8111	Principal	\$ 1,222,115	\$ 1,934,395	\$ 958,737
30-71-44100-8121	Interest Expense	\$ 821,853	\$ 1,159,077	\$ 1,088,986
30-71-44100-8132	Cost of Issuance	\$ -	\$ -	\$ -
30-71-44100-8151	Paying Agent Fee	\$ -	\$ 2,500	\$ 2,500
44100	Streets & Roads	\$ 2,043,968	\$ 3,095,972	\$ 2,050,223
48100	Transfers & Contributions			
30-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ -	\$ -	\$ -
	Expense	\$ 2,043,968	\$ 3,095,972	\$ 2,050,223
30	Debt Service Fund	\$ 59,862	\$ -	\$ -
47	Capital Projects General Fund			
	Revenue			
47-00-33320-0000	Safe Routes To School Grant	\$ -	\$ -	\$ -
47-00-33330-0000	MAG Funding	\$ 5,667,051	\$ -	\$ -
47-00-33400-0000	Misc State Grant Revenue	\$ 17,070	\$ -	\$ -
47-00-34520-0000	Park Fee In Lieu	\$ -	\$ -	\$ -
47-00-37010-0000	Interest Earnings	\$ 1,120,390	\$ -	\$ -
47-00-38110-0000	Due From General Fund	\$ 4,560,966	\$ 2,505,046	\$ 2,040,897
47-00-38111-0000	Due From Water Impact Fee Fund	\$ -	\$ -	\$ -
47-00-38112-0000	Due From Sewer Impact Fee Fund	\$ -	\$ 1,716,470	\$ -
47-00-38115-0000	Due From Prk/Trls Imp Fee Fnd	\$ 494,427	\$ -	\$ -
47-00-38116-0000	Due From PubSfty Imp Fee Fnd	\$ -	\$ -	\$ -
47-00-38117-0000	Due From StrmWtr Imp Fee Fnd	\$ -	\$ 1,324,102	\$ -
47-00-38118-0000	Due From Trans Imp Fee Fnd	\$ 356,516	\$ -	\$ -
47-00-38119-0000	Due from Debt Srvs Fund	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
47-00-39111-0000	Bond Proceeds	\$ -	\$ -	\$ -
47-00-39120-0000	Premium on Bonds Sold	\$ -	\$ -	\$ -
47-00-39140-0000	Loan Proceeds	\$ -	\$ -	\$ -
47-00-39700-0000	Contributions Private Sources	\$ 432,786	\$ -	\$ -
47-00-39710-0000	Assets - From Developer	\$ -	\$ 90,000	\$ -
47-00-39711-0000	Contributions Other Government	\$ 210,071	\$ -	\$ -
47-00-39920-0000	Use of Fund Reserves	\$ -	\$ 14,882,085	\$ 6,310,753
	Revenue	\$ 12,859,277	\$ 20,517,703	\$ 8,351,650
	Expense			
41000	GENERAL GOVERNMENT			
47-81-41000-7057	Fencing - Wildlife Corridor	\$ -	\$ 90,000	\$ -
47-81-41000-7058	Land Acquisition	\$ -	\$ 1,250,000	\$ 4,900,000
47-81-41000-7060	Reuse Water Study	\$ -	\$ 125,000	\$ -
47-81-41000-7061	City Hall	\$ -	\$ -	\$ 900,000
47-81-41000-7062	Park & Ride SR73 Area	\$ -	\$ -	\$ 250,000
41000	GENERAL GOVERNMENT	\$ -	\$ 1,465,000	\$ 6,050,000
41950	Operations & Facilities			
47-81-41950-7049	Public Works Yard Improvement	\$ -	\$ 150,000	\$ -
47-81-41950-7050	Pave Senior Center Parking Lot	\$ -	\$ -	\$ -
47-81-41950-7051	Council Chambers-Sound System	\$ -	\$ 250,000	\$ -
41950	Operations & Facilities	\$ -	\$ 400,000	\$ -
44100	Streets & Roads			
47-81-44100-7001	Eagle Mountain Boulevard	\$ 8,161,776	\$ -	\$ -
47-81-44100-7002	SR 73 Deer Crossing Detection	\$ 188,479	\$ 151,880	\$ -
47-81-44100-7014	Traffic Signals	\$ 28,896	\$ -	\$ 425,000
47-81-44100-7016	Road Extension - Walden Park	\$ 6,100	\$ 324,000	\$ -
47-81-44100-7017	Street Paving Equipment	\$ -	\$ -	\$ -
47-81-44100-7019	Sidewalk - Clear Rock Rd	\$ 59,796	\$ 55,000	\$ -
47-81-44100-7021	Golden Eagle Rd	\$ -	\$ 20,000	\$ -
47-81-44100-7026	Old Airport Road Phase 2	\$ 28,215	\$ 9,100,000	\$ -
47-81-44100-7027	PE Pkwy Ranches Pkwy Turnlanes	\$ -	\$ 500,000	\$ -
47-81-44100-7028	Lone Tree to Old Airport Rd	\$ -	\$ -	\$ -
47-81-44100-7029	Campus Drive High T	\$ 26,183	\$ 98,147	\$ -
47-81-44100-7046	Midvalley Road Extension	\$ 82,435	\$ 4,022,565	\$ -
47-81-44100-7047	Wasatch Wing & Clay Road	\$ -	\$ -	\$ 500,000
47-81-44100-7054	Traffic Signal-Major St/EM Blv	\$ -	\$ 550,000	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
47-81-44100-7056	Mid Valley Road Widening	\$ 327,620	\$ -	\$ -
44100	Streets & Roads	\$ 8,909,499	\$ 14,821,592	\$ 925,000
45100	Parks			
47-80-45100-7101	USP - Park Match Program	\$ -	\$ -	\$ -
47-80-45100-7102	USP - Nolen ParkImprovements	\$ -	\$ -	\$ 80,000
47-80-45100-7103	USP - Bike ParkImprovements	\$ -	\$ -	\$ 70,000
47-80-45100-7105	USP - Trail Additions	\$ -	\$ -	\$ -
47-80-45100-7106	USP - City Center Streetscape	\$ -	\$ -	\$ 50,000
47-80-45100-7107	USP - Parks Misc.	\$ -	\$ -	\$ 296,650
47-80-45100-7113	USP - Recreation Facilities	\$ -	\$ -	\$ -
47-80-45100-7114	USP - SageValley Trail Extend	\$ -	\$ 22,000	\$ -
47-80-45100-7115	USP - Rodeo Arena Lighting	\$ -	\$ 162,500	\$ 80,000
47-80-45100-7116	USP - Valley View Park Lights	\$ -	\$ 25,000	\$ -
47-80-45100-7117	USP - City Cntr Median Lndscap	\$ -	\$ -	\$ 500,000
	Utility Sale Proceeds	\$ -	\$ 209,500	\$ 1,076,650
47-81-45100-7001	Corey Wride Park	\$ 39,474	\$ -	\$ -
47-81-45100-7003	Pioneer Park	\$ -	\$ 15,185	\$ -
47-81-45100-7011	Bike Park	\$ -	\$ 20,000	\$ -
47-81-45100-7021	Smith Ranch Park	\$ 494,427	\$ 831,402	\$ -
47-81-45100-7044	Trails - Misc	\$ -	\$ -	\$ -
47-81-45100-7045	Observatory	\$ 37,086	\$ 83,915	\$ 300,000
47-81-45100-7107	Silverlake Park Improvements	\$ -	\$ -	\$ -
47-81-45100-7111	Land and Rights of Way	\$ -	\$ -	\$ -
45100	Parks	\$ 570,986	\$ 950,502	\$ 1,376,650
48000	Transfers & Other Uses			
47-61-48000-9118	Due to Transportation Imp Fee	\$ -	\$ 1,171,109	\$ -
47-61-48000-9151	Due to Water Fund	\$ -	\$ 450,000	\$ -
47-61-48000-9179	Due to Debt Service Fund	\$ -	\$ 1,050,000	\$ -
48000	Transfers & Other Uses	\$ -	\$ 2,671,109	\$ -
48700	Fund Reserve			
47-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ -
48700	Fund Reserve	\$ -	\$ -	\$ -
	Expense	\$ 9,480,486	\$ 20,517,703	\$ 8,351,650
47	Capital Projects General Fund	\$ 3,378,792	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
51	Water Fund			
	Revenue			
51-00-33550-0000	CWP Development Fee	\$ -	\$ 5,374,049	\$ 5,508,400
51-00-34892-0000	Reimbursements-Insurance	\$ -	\$ -	\$ -
51-00-34898-0000	Reimbursement - Contractual	\$ -	\$ -	\$ -
51-00-35110-0000	Utility Billing - Water	\$ 7,373,043	\$ 4,000,000	\$ 5,391,501
51-00-35111-0000	Utility Billing - Water Base	\$ -	\$ 4,856,520	\$ 5,130,160
51-00-35120-0000	Damage to Service	\$ 10,972	\$ -	\$ -
51-00-35130-0000	Hydrant Meter Revenue	\$ 183,059	\$ 120,000	\$ 114,000
51-00-35160-0000	Meter Fee - Water	\$ 91,810	\$ 140,000	\$ 140,000
51-00-35170-0000	Connection Fee - Water	\$ 251,950	\$ 450,000	\$ 435,000
51-00-35999-0000	YEC Audit Adj & Accruals	\$ 47,667	\$ -	\$ -
51-00-36020-0000	Late/Delinquent Fees Penalties & Charges	\$ 111,900	\$ -	\$ -
51-00-36030-0000	Revenue from Collections	\$ 2,170	\$ -	\$ -
51-00-37010-0000	Interest Earnings	\$ 1,427,495	\$ 1,100,000	\$ 700,000
51-00-37020-0000	Sale of Assets	\$ -	\$ -	\$ -
51-00-37090-0000	Other Miscellaneous	\$ 15,139	\$ -	\$ -
51-00-38111-0000	Due From Wtr Imp Fee Fund	\$ 3,316,117	\$ 654,416	\$ 660,645
51-00-38112-0000	Due From Sewer Fund	\$ -	\$ -	\$ -
51-00-38145-0000	Due from Capital Project Fund	\$ -	\$ 450,000	\$ -
51-00-39700-0000	Contributions Private Sources	\$ 559,361	\$ 324,470	\$ -
51-00-39710-0000	Assets - From Developer	\$ 3,182,900	\$ 652,550	\$ -
51-00-39920-0000	Use of Fund Reserves	\$ -	\$ -	\$ -
	Revenue	\$ 16,573,583	\$ 18,122,005	\$ 18,079,706
	Expense			
47100	Debt Service - Bonds			
51-71-47100-8111	Principal	\$ -	\$ 455,650	\$ 477,000
51-71-47100-8121	Interest	\$ 171,529	\$ 198,766	\$ 183,645
51-71-47100-8131	Bond Refunding Cost	\$ 28,822	\$ -	\$ -
51-71-47100-8151	Paying Agent Fee	\$ 2,567	\$ 5,500	\$ 5,500
47100	Debt Service - Bonds	\$ 202,918	\$ 659,916	\$ 666,145
48000	Transfers & Other Uses			
51-61-48000-9110	Due To General Fund	\$ 715,705	\$ 1,008,134	\$ 1,041,747
51-61-48000-9111	Due to Water Impact Fee Fund	\$ -	\$ -	\$ -
51-61-48000-9152	Due to Sewer Fund	\$ -	\$ -	\$ -
51-61-48000-9154	Due To Fleet Fund	\$ 326,040	\$ 277,633	\$ 300,425

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
51-61-48000-9163	Due to UB Internal Service Fnd	\$ 99,510	\$ 36,392	\$ 118,527
51-61-48000-9164	Due to GIS Internal Service Fd	\$ 125,644	\$ 144,222	\$ 126,686
48000	Transfers & Other Uses	\$ 1,266,899	\$ 1,466,381	\$ 1,587,385
51000	Water Utility			
51-45-51000-1111	Salaries - Full-Time Permanent	\$ 565,993	\$ 759,773	\$ 513,455
51-45-51000-1112	Salaries - Part-Time Permanent	\$ 14,023	\$ 52,364	\$ -
51-45-51000-1211	Overtime	\$ 49,196	\$ 30,000	\$ 50,000
51-45-51000-1242	Car Allowance	\$ -	\$ -	\$ -
51-45-51000-1300	Employee Benefits (401k & 457)	\$ 29,502	\$ 34,988	\$ 22,009
51-45-51000-1321	Clothing Allowance	\$ 5,108	\$ 5,700	\$ 3,057
51-45-51000-1511	FICA	\$ 869	\$ 3,248	\$ -
51-45-51000-1512	Medicare	\$ 9,055	\$ 11,875	\$ 7,450
51-45-51000-1521	Retirement	\$ 81,418	\$ 130,831	\$ 82,369
51-45-51000-1531	State Insurance Fund	\$ 5,037	\$ 9,227	\$ 8,876
51-45-51000-1541	Health Insurance	\$ 169,746	\$ 216,490	\$ 139,398
51-45-51000-1545	Dental Insurance	\$ 12,912	\$ 18,667	\$ 12,006
51-45-51000-1548	Vision Insurance	\$ 2,251	\$ 3,249	\$ 1,968
51-45-51000-1561	Long Term Disability	\$ 3,016	\$ 3,935	\$ 2,678
51-45-51000-2121	Dues & Memberships	\$ 916	\$ 3,000	\$ 1,500
51-45-51000-2211	Public Notices	\$ -	\$ -	\$ -
51-45-51000-2321	Travel & Training	\$ 5,410	\$ 18,200	\$ 8,246
51-45-51000-2369	Meetings	\$ 86	\$ 300	\$ 600
51-45-51000-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
51-45-51000-2513	Equipment Materials & Supplies	\$ 239,325	\$ 380,000	\$ 220,000
51-45-51000-2515	Scada Maintenance & Upgrades	\$ 49,325	\$ 30,000	\$ 30,000
51-45-51000-2610	Building & Grounds Maint	\$ 6,894	\$ 15,000	\$ 15,000
51-45-51000-3111	Utilities	\$ 826,749	\$ 865,200	\$ 865,200
51-45-51000-4121	Attorney Fees	\$ 17,583	\$ 25,000	\$ 25,000
51-45-51000-4140	Banking Fees	\$ 67,043	\$ -	\$ 5,000
51-45-51000-4261	Computer Software & Maint.	\$ -	\$ -	\$ 15,545
51-45-51000-4271	Sensus Support	\$ 43,896	\$ 44,000	\$ -
51-45-51000-4320	Engineering Services	\$ 17,288	\$ 50,000	\$ -
51-45-51000-4391	Blue Staking	\$ 5,678	\$ 10,000	\$ 10,000
51-45-51000-4392	Valve Maintenance	\$ 9,474	\$ 40,000	\$ 40,000
51-45-51000-4393	Lab Work	\$ 29,767	\$ 50,000	\$ -
51-45-51000-4394	Collar Maintenance	\$ -	\$ 30,000	\$ 30,000
51-45-51000-4522	CUWCD - Contracted Water	\$ 2,125,569	\$ 2,463,080	\$ 3,035,000
51-45-51000-4523	CUWCD - Development Fees	\$ -	\$ 5,374,049	\$ 5,508,400
51-45-51000-4531	Professional & Technical Servi	\$ 15,278	\$ 42,300	\$ 295,000

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
51-45-51000-4811	Equipment Rental/Lease	\$ 80,623	\$ 82,412	\$ 14,000
51-45-51000-5311	Meters - Water - New	\$ 372,471	\$ 320,000	\$ -
51-45-51000-5312	Meters - Water - Replacement	\$ 85,968	\$ 300,000	\$ -
51-45-51000-5721	Chemicals & Fertilizers	\$ 17,531	\$ 50,000	\$ 40,000
51-45-51000-5998	Right To Use Asset Depreciatio	\$ 14,715	\$ -	\$ -
51-45-51000-5999	Depreciation	\$ 2,933,515	\$ 3,030,320	\$ 3,100,000
51-45-51000-6000	Bad Debt Expense	\$ 177,882	\$ -	\$ -
51-45-51000-6110	Contractual Agreements	\$ 3,949	\$ -	\$ -
51-45-51000-6211	Insurance & Surety Bonds	\$ 70,000	\$ 70,000	\$ 78,000
51-45-51000-7000	Capital Outlay	\$ -	\$ 700,000	\$ -
51-45-51000-7010	Water Sys. Improvements Design	\$ -	\$ -	\$ -
51-45-51000-7055	Cedar Pass Drive Waterline	\$ -	\$ 650,000	\$ -
51-45-51000-7211	Buildings & Bld. Improvements	\$ 527	\$ 65,000	\$ -
51-45-51000-7311	Improvements Other Than Bldg	\$ -	\$ -	\$ 20,000
51-45-51000-7410	Equipment	\$ -	\$ -	\$ 51,000
51-45-51000-7411	Office Equipment	\$ -	\$ -	\$ -
51-45-51000-7412	Computer Equipment	\$ -	\$ 7,500	\$ -
51-45-51000-7421	Vehicle	\$ -	\$ -	\$ 225,000
51-45-51000-7691	Water Rights	\$ 50	\$ -	\$ -
51000	Water Utility	\$ 8,165,639	\$ 15,995,708	\$ 14,475,757
51010	Water Resource			
51-45-51010-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ 323,553
51-45-51010-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ 51,962
51-45-51010-1211	Overtime	\$ -	\$ -	\$ -
51-45-51010-1242	Car Allowance	\$ -	\$ -	\$ -
51-45-51010-1300	Employee Benefits (401k & 457)	\$ -	\$ -	\$ 15,292
51-45-51010-1321	Clothing Allowance	\$ -	\$ -	\$ 2,500
51-45-51010-1511	FICA	\$ -	\$ -	\$ 3,223
51-45-51010-1512	Medicare	\$ -	\$ -	\$ 5,450
51-45-51010-1521	Retirement	\$ -	\$ -	\$ 50,909
51-45-51010-1531	State Insurance Fund	\$ -	\$ -	\$ 5,977
51-45-51010-1541	Health Insurance	\$ -	\$ -	\$ 100,676
51-45-51010-1545	Dental Insurance	\$ -	\$ -	\$ 8,534
51-45-51010-1548	Vision Insurance	\$ -	\$ -	\$ 1,411
51-45-51010-1561	Long Term Disability	\$ -	\$ -	\$ 1,723
51-45-51010-2121	Dues & Memberships	\$ -	\$ -	\$ 1,500
51-45-51010-2211	Public Notices	\$ -	\$ -	\$ -
51-45-51010-2321	Travel & Training	\$ -	\$ -	\$ 6,064
51-45-51010-2369	Meetings	\$ -	\$ -	\$ 300

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
51-45-51010-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
51-45-51010-2513	Equipment Materials & Supplies	\$ -	\$ -	\$ 15,000
51-45-51010-2515	Scada Maintenance & Upgrades	\$ -	\$ -	\$ 5,000
51-45-51010-2610	Building & Grounds Maint	\$ -	\$ -	\$ -
51-45-51010-3111	Utilities	\$ -	\$ -	\$ -
51-45-51010-4121	Attorney Fees	\$ -	\$ -	\$ -
51-45-51010-4140	Banking Fees	\$ -	\$ -	\$ -
51-45-51010-4261	Computer Software & Maint.	\$ -	\$ -	\$ 69,045
51-45-51010-4271	Sensus Support	\$ -	\$ -	\$ -
51-45-51010-4320	Engineering Services	\$ -	\$ -	\$ -
51-45-51010-4391	Blue Staking	\$ -	\$ -	\$ -
51-45-51010-4392	Valve Maintenance	\$ -	\$ -	\$ -
51-45-51010-4393	Lab Work	\$ -	\$ -	\$ 35,000
51-45-51010-4394	Collar Maintenance	\$ -	\$ -	\$ -
51-45-51010-4522	CUWCD - Contracted Water	\$ -	\$ -	\$ -
51-45-51010-4523	CUWCD - Development Fees	\$ -	\$ -	\$ -
51-45-51010-4531	Professional & Technical Servi	\$ -	\$ -	\$ 17,300
51-45-51010-4811	Equipment Rental/Lease	\$ -	\$ -	\$ -
51-45-51010-5311	Meters - Water - New	\$ -	\$ -	\$ 320,000
51-45-51010-5312	Meters - Water - Replacement	\$ -	\$ -	\$ 300,000
51-45-51010-5721	Chemicals & Fertilizers	\$ -	\$ -	\$ 10,000
51-45-51010-5998	Right To Use Asset Depreciatio	\$ -	\$ -	\$ -
51-45-51010-5999	Depreciation	\$ -	\$ -	\$ -
51-45-51010-6000	Bad Debt Expense	\$ -	\$ -	\$ -
51-45-51010-6110	Contractual Agreements	\$ -	\$ -	\$ -
51-45-51010-6211	Insurance & Surety Bonds	\$ -	\$ -	\$ -
51-45-51010-7000	Capital Outlay	\$ -	\$ -	\$ -
51-45-51010-7010	Water Sys. Improvements Design	\$ -	\$ -	\$ -
51-45-51010-7055	Cedar Pass Drive Waterline	\$ -	\$ -	\$ -
51-45-51010-7211	Buildings & Bld. Improvements	\$ -	\$ -	\$ -
51-45-51010-7410	Equipment	\$ -	\$ -	\$ -
51-45-51010-7411	Office Equipment	\$ -	\$ -	\$ -
51-45-51010-7412	Computer Equipment	\$ -	\$ -	\$ -
51-45-51010-7691	Water Rights	\$ -	\$ -	\$ -
51010	Water Resource	\$ -	\$ -	\$ 1,350,419
	Expense	\$ 9,635,456	\$ 18,122,005	\$ 18,079,706
51	Water Fund	\$ 6,938,128	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
52	Sewer Fund			
	Revenue			
52-00-33450-0000	Sewer Grant	\$ -	\$ -	\$ -
52-00-35200-0000	Utility Billing - Sewer	\$ 7,945,129	\$ 8,723,421	\$ 10,526,373
52-00-35220-0000	Damage to Services-Sewer	\$ -	\$ -	\$ -
52-00-35270-0000	Connection Fee - Sewer	\$ 56,100	\$ 100,000	\$ 85,000
52-00-35999-0000	YEC Audit Adj & Accruals	\$ -	\$ -	\$ -
52-00-36020-0000	Late/Delinquent Fees Penalties & Charges	\$ -	\$ -	\$ -
52-00-36030-0000	Revenue from Collections	\$ -	\$ -	\$ -
52-00-37010-0000	Interest Earnings	\$ 65,899	\$ 340,000	\$ -
52-00-37020-0000	Sale of Assets	\$ -	\$ -	\$ -
52-00-37090-0000	Other Miscellaneous	\$ 3,120	\$ -	\$ -
52-00-37142-0000	Insurance Reimbursements	\$ -	\$ -	\$ -
52-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
52-00-38112-0000	Due From WW Impact Fee Fund	\$ 2,979,234	\$ -	\$ 1,148,350
52-00-38151-0000	Due From Water Fund	\$ -	\$ -	\$ -
52-00-39111-0000	Bond Proceeds	\$ -	\$ -	\$ -
52-00-39700-0000	Contributions Private Sources	\$ 157,135	\$ -	\$ -
52-00-39710-0000	Assets - From Developer	\$ 2,854,860	\$ 2,676,677	\$ -
52-00-39920-0000	Use of Fund Reserves	\$ -	\$ -	\$ 3,910,000
	Revenue	\$ 14,061,478	\$ 11,840,098	\$ 15,669,723
	Expense			
47100	Debt Service - Bonds			
52-71-47100-8111	Principal	\$ -	\$ 887,350	\$ 927,570
52-71-47100-8121	Interest	\$ 246,757	\$ 266,908	\$ 260,350
52-71-47100-8131	Bond Refunding Cost	\$ 38,205	\$ -	\$ -
52-71-47100-8132	Bond Issuance Costs	\$ -	\$ -	\$ -
52-71-47100-8151	Paying Agent Fee	\$ 5,083	\$ 7,000	\$ 7,000
47100	Debt Service - Bonds	\$ 290,046	\$ 1,161,258	\$ 1,194,920
48000	Transfers & Other Uses			
52-61-48000-9110	Due To General Fund	\$ 703,151	\$ 1,008,134	\$ 1,026,110
52-61-48000-9154	Due To Fleet Fund	\$ 167,348	\$ 195,247	\$ 183,530
52-61-48000-9163	Due to UB Internal Service Fnd	\$ 99,510	\$ 36,392	\$ 118,527
52-61-48000-9164	Due to GIS Internal Service Fd	\$ 125,644	\$ 144,222	\$ 126,686
48000	Transfers & Other Uses	\$ 1,095,653	\$ 1,383,995	\$ 1,454,853
52000	Wastewater Utility			

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
52-45-52000-1111	Salaries - Full-Time Permanent	\$ 467,004	\$ 522,839	\$ 330,552
52-45-52000-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
52-45-52000-1211	Overtime	\$ 16,317	\$ 12,000	\$ -
52-45-52000-1242	Car Allowance	\$ -	\$ -	\$ -
52-45-52000-1300	Employee Benefits (401k & 457)	\$ 23,884	\$ 29,243	\$ 19,347
52-45-52000-1321	Clothing Allowance	\$ 4,077	\$ 3,400	\$ 1,832
52-45-52000-1511	FICA	\$ -	\$ -	\$ -
52-45-52000-1512	Medicare	\$ 6,558	\$ 7,587	\$ 4,796
52-45-52000-1521	Retirement	\$ 48,138	\$ 86,998	\$ 50,904
52-45-52000-1531	State Insurance Fund	\$ 2,974	\$ 6,194	\$ 5,775
52-45-52000-1541	Health Insurance	\$ 130,894	\$ 131,381	\$ 63,760
52-45-52000-1545	Dental Insurance	\$ 9,467	\$ 9,773	\$ 5,154
52-45-52000-1548	Vision Insurance	\$ 1,673	\$ 1,730	\$ 878
52-45-52000-1561	Long Term Disability	\$ 2,378	\$ 2,317	\$ 1,658
52-45-52000-2121	Dues & Memberships	\$ 831	\$ 2,000	\$ 840
52-45-52000-2211	Public Notices	\$ -	\$ -	\$ -
52-45-52000-2321	Travel & Training	\$ 8,996	\$ 17,504	\$ 5,334
52-45-52000-2369	Meetings	\$ 45	\$ 1,000	\$ 300
52-45-52000-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
52-45-52000-2513	Equipment Materials & Supplies	\$ 266,318	\$ 260,000	\$ 45,000
52-45-52000-2515	Scada Maintenance & Upgrades	\$ 35,807	\$ 30,000	\$ 15,000
52-45-52000-2516	Pre-Treatment Program	\$ -	\$ 14,875	\$ 14,875
52-45-52000-2517	Bio Solids Disposal	\$ 48,442	\$ 55,000	\$ -
52-45-52000-2610	Building & Grounds Maint	\$ 4,492	\$ 16,000	\$ 5,000
52-45-52000-3111	Utilities	\$ 184,774	\$ 258,768	\$ 258,758
52-45-52000-4121	Attorney Fees	\$ 2,673	\$ -	\$ -
52-45-52000-4140	Banking Fees	\$ 64,250	\$ -	\$ -
52-45-52000-4261	Computer Software & Maint.	\$ -	\$ -	\$ 11,545
52-45-52000-4320	Engineering Services	\$ 28,139	\$ 40,000	\$ 10,000
52-45-52000-4391	Blue Staking	\$ 6,990	\$ 10,000	\$ 10,000
52-45-52000-4393	Lab Work	\$ 50,926	\$ 65,000	\$ -
52-45-52000-4394	Collar Maintenance	\$ -	\$ 25,000	\$ 25,000
52-45-52000-4531	Professional & Technical Servi	\$ 130,413	\$ 139,700	\$ 29,200
52-45-52000-4581	TSSD Services	\$ 1,743,970	\$ 2,800,000	\$ -
52-45-52000-4811	Equipment Rental/Lease	\$ 52,049	\$ 23,000	\$ 2,500
52-45-52000-5721	Chemicals & Fertilizers	\$ 83,721	\$ 112,000	\$ 5,000
52-45-52000-5999	Depreciation	\$ 2,255,728	\$ 2,400,000	\$ 819,847
52-45-52000-6000	Bad Debt Expense	\$ 19,173	\$ -	\$ -
52-45-52000-6211	Insurance & Surety Bonds	\$ 58,000	\$ 58,000	\$ 65,000
52-45-52000-7211	Buildings & Bld. Improvements	\$ 1,531	\$ 157,827	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
52-45-52000-7311	Improvements Other Than Buildings	\$ 769	\$ 264,230	\$ -
52-45-52000-7410	Equipment	\$ 31,523	\$ 63,476	\$ 20,000
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	Wastewater Utility	\$ 5,792,923	\$ 7,626,842	\$ 1,827,855
52010	Wastewater Treatment			
52-45-52010-1111	Salaries - Full-Time Permanent	\$ -	\$ -	\$ 300,283
52-45-52010-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ -
52-45-52010-1211	Overtime	\$ -	\$ -	\$ -
52-45-52010-1242	Car Allowance	\$ -	\$ -	\$ -
52-45-52010-1300	Employee Benefits (401k & 457)	\$ -	\$ -	\$ 15,909
52-45-52010-1321	Clothing Allowance	\$ -	\$ -	\$ 2,025
52-45-52010-1511	FICA	\$ -	\$ -	\$ -
52-45-52010-1512	Medicare	\$ -	\$ -	\$ 4,358
52-45-52010-1521	Retirement	\$ -	\$ -	\$ 46,829
52-45-52010-1531	State Insurance Fund	\$ -	\$ -	\$ 4,287
52-45-52010-1541	Health Insurance	\$ -	\$ -	\$ 81,341
52-45-52010-1545	Dental Insurance	\$ -	\$ -	\$ 6,305
52-45-52010-1548	Vision Insurance	\$ -	\$ -	\$ 1,050
52-45-52010-1561	Long Term Disability	\$ -	\$ -	\$ 1,864
52-45-52010-2121	Dues & Memberships	\$ -	\$ -	\$ 1,500
52-45-52010-2211	Public Notices	\$ -	\$ -	\$ -
52-45-52010-2321	Travel & Training	\$ -	\$ -	\$ 14,002
52-45-52010-2369	Meetings	\$ -	\$ -	\$ 600
52-45-52010-2411	Office Expense & Supplies	\$ -	\$ -	\$ -
52-45-52010-2513	Equipment Materials & Supplies	\$ -	\$ -	\$ 260,000
52-45-52010-2515	Scada Maintenance & Upgrades	\$ -	\$ -	\$ 30,000
52-45-52010-2516	Pre-Treatment Program	\$ -	\$ -	\$ -
52-45-52010-2517	Bio Solids Disposal	\$ -	\$ -	\$ 55,000
52-45-52010-2610	Building & Grounds Maint	\$ -	\$ -	\$ 18,000
52-45-52010-3111	Utilities	\$ -	\$ -	\$ 258,768
52-45-52010-4121	Attorney Fees	\$ -	\$ -	\$ -
52-45-52010-4140	Banking Fees	\$ -	\$ -	\$ -
52-45-52010-4261	Computer Software & Maint.	\$ -	\$ -	\$ 11,545
52-45-52010-4320	Engineering Services	\$ -	\$ -	\$ 40,000
52-45-52010-4391	Blue Staking	\$ -	\$ -	\$ -
52-45-52010-4393	Lab Work	\$ -	\$ -	\$ 65,000

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
52-45-52010-4394	Collar Maintenance	\$ -	\$ -	\$ -
52-45-52010-4531	Professional & Technical Servi	\$ -	\$ -	\$ 37,700
52-45-52010-4581	TSSD Services	\$ -	\$ -	\$ 3,564,270
52-45-52010-4811	Equipment Rental/Lease	\$ -	\$ -	\$ 5,000
52-45-52010-5721	Chemicals & Fertilizers	\$ -	\$ -	\$ 125,000
52-45-52010-5999	Depreciation	\$ -	\$ -	\$ 1,819,847
52-45-52010-6000	Bad Debt Expense	\$ -	\$ -	\$ -
52-45-52010-6211	Insurance & Surety Bonds	\$ -	\$ -	\$ 58,000
52-45-52010-7211	Buildings & Bld. Improvements	\$ -	\$ -	\$ -
52-45-52010-7311	Improvements Other Than Buildings	\$ -	\$ -	\$ 155,000
52-45-52010-7410	Equipment	\$ -	\$ -	\$ 123,612
52-45-52010-7411	Office Equipment	\$ -	\$ -	\$ -
52-45-52010-7421	Vehicle	\$ -	\$ -	\$ 175,000
52-45-52010-8211	Lease Purchase Debt Service	\$ -	\$ -	\$ -
52-81-52010-7063	Holding Ponds - Repair Work	\$ -	\$ -	\$ 680,000
52-81-52010-7064	Addl Fan Press & Conveyance	\$ -	\$ -	\$ 710,000
52-81-52010-7066	Drum Screen Repl&Inc Capacity	\$ -	\$ -	\$ 20,000
52010	Wastewater Treatment	\$ -	\$ -	\$ 8,692,095
52100	Wastewater Capital Projects			
52-81-52100-7059	Lone Tree Lift Station	\$ -	\$ 59,503	\$ -
52-81-52100-7065	Gravity Sewer Line Old Airport	\$ -	\$ -	\$ 1,000,000
52-81-52100-7306	Waste Water Treatment Facility	\$ -	\$ 108,500	\$ -
52-81-52100-7307	Headworks Project	\$ -	\$ -	\$ -
52-81-52100-7308	Tertiary Treatment Project	\$ -	\$ 1,500,000	\$ 1,500,000
52-81-52100-7330	Water/Sewer Building	\$ -	\$ -	\$ -
52100	Wastewater Capital Projects	\$ -	\$ 1,668,003	\$ 2,500,000
	Expense	\$ 7,178,622	\$ 11,840,098	\$ 15,669,723
52	Sewer Fund	\$ 6,882,856	\$ -	\$ -
54	Fleet Fund			
	Revenue			
54-00-34891-0000	Reimbursement-Fuel Tax	\$ 32,891	\$ 20,000	\$ 20,000
54-00-37010-0000	Interest Earnings	\$ 3,901	\$ 65,000	\$ 50,000
54-00-37020-0000	Sale of Vehicles	\$ -	\$ 173,745	\$ 90,000
54-00-37142-0000	Insurance Reimbursements	\$ 33,591	\$ 47,182	\$ -
54-00-38110-0000	Due From General Fund	\$ 906,541	\$ 808,413	\$ 797,419
54-00-38151-0000	Due From Water Fund	\$ 326,040	\$ 277,633	\$ 300,425

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
54-00-38152-0000	Due From Sewer Fund	\$ 167,348	\$ 195,247	\$ 183,530
54-00-38159-0000	Due From Storm Drain Fund	\$ 84,171	\$ 91,536	\$ 106,253
54-00-39730-0000	General Contributions	\$ -	\$ -	\$ -
54-00-39920-0000	Use of Fund Reserves	\$ -	\$ 282,872	\$ 315,676
	Revenue	\$ 1,554,483	\$ 1,961,628	\$ 1,863,303
	Expense			
54000	Fleet Services			
54-45-54000-1111	Salaries - Full-Time Permanent	\$ 114,342	\$ 182,000	\$ 194,042
54-45-54000-1211	Overtime	\$ 3,218	\$ 3,000	\$ 2,500
54-45-54000-1300	Employee Benefits (401k & 457)	\$ 3,936	\$ 7,200	\$ 8,262
54-45-54000-1321	Clothing Allowance	\$ 150	\$ 900	\$ 1,250
54-45-54000-1512	Medicare	\$ 1,635	\$ 2,800	\$ 2,816
54-45-54000-1521	Retirement	\$ 10,289	\$ 30,000	\$ 30,398
54-45-54000-1531	State Insurance Fund	\$ 555	\$ 1,604	\$ 3,515
54-45-54000-1541	Health Insurance	\$ 31,468	\$ 47,500	\$ 49,870
54-45-54000-1545	Dental Insurance	\$ 2,281	\$ 3,400	\$ 3,975
54-45-54000-1548	Vision Insurance	\$ 406	\$ 602	\$ 673
54-45-54000-1561	Long Term Disability	\$ 577	\$ 912	\$ 1,002
54-45-54000-2513	Equipment Materials & Supplies	\$ 3,883	\$ 5,000	\$ 5,000
54-45-54000-2521	Fleet Vehicle Fuel	\$ 197,912	\$ 200,000	\$ 200,000
54-45-54000-2522	Vehicle Maintenance	\$ 167,797	\$ 215,157	\$ 125,000
54-45-54000-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
54-45-54000-4531	Professional & Technical Servi	\$ 20,591	\$ 17,000	\$ 25,000
54-45-54000-5999	Depreciation	\$ 655,917	\$ 465,728	\$ 740,000
54-45-54000-6211	Insurance & Surety Bonds	\$ 44,728	\$ 55,000	\$ 55,000
54-45-54000-7000	Capital Outlay	\$ -	\$ -	\$ -
54-45-54000-7421	Vehicle	\$ 17,424	\$ 723,825	\$ 415,000
54-45-54000-8121	Interest Expense	\$ 1,759	\$ -	\$ -
54-45-54000-8211	Lease Purchase	\$ -	\$ -	\$ -
54000	Fleet Services	\$ 1,278,868	\$ 1,961,628	\$ 1,863,303
	Expense	\$ 1,278,868	\$ 1,961,628	\$ 1,863,303
54	Fleet Fund	\$ 275,615	\$ -	\$ -
57	Solid Waste Fund			
	Revenue			
57-00-35700-0000	Utility Billing - Garbage	\$ 2,466,355	\$ 2,559,833	\$ 2,773,384

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
57-00-35701-0000	Green Waste	\$ -	\$ -	\$ -
57-00-35705-0000	Garbage Fuel Surcharge	\$ -	\$ -	\$ -
57-00-35999-0000	YEC Audit Adj & Accruals	\$ -	\$ -	\$ -
57-00-37010-0000	Interest Earnings	\$ 4,383	\$ 61,000	\$ -
	Revenue	\$ 2,470,738	\$ 2,620,833	\$ 2,773,384
	Expense			
48000	Transfers & Other Uses			
57-61-48000-9110	Due To General Fund (Admn Chrg	\$ 110,530	\$ 116,637	\$ 155,540
57-61-48000-9159	Due to Storm Drain Fund	\$ -	\$ -	\$ -
57-61-48000-9163	Due to UB Internal Service Fnd	\$ 51,669	\$ 18,896	\$ 61,543
48000	Transfers & Other Uses	\$ 162,199	\$ 135,533	\$ 217,083
57000	Solid Waste Collection Service			
57-45-57000-1111	Salaries - Full-Time Permanent	\$ 1,313	\$ -	\$ 4,038
57-45-57000-1112	Salaries - Part-Time Permanent	\$ 1,952	\$ -	\$ -
57-45-57000-1211	Overtime	\$ 8,792	\$ -	\$ -
57-45-57000-1300	Employee Benefits (401K & 457)	\$ -	\$ -	\$ 251
57-45-57000-1321	Clothing Allowance	\$ -	\$ -	\$ 9
57-45-57000-1511	FICA	\$ 121	\$ -	\$ -
57-45-57000-1512	Medicare	\$ 131	\$ -	\$ 59
57-45-57000-1521	Retirement	\$ -	\$ -	\$ 686
57-45-57000-1531	State Insurance Fund	\$ -	\$ -	\$ 74
57-45-57000-1541	Health Insurance	\$ -	\$ -	\$ 515
57-45-57000-1545	Dental Insurance	\$ -	\$ -	\$ 47
57-45-57000-1548	Vision Insurance	\$ -	\$ -	\$ 8
57-45-57000-1561	Long Term Disability	\$ -	\$ -	\$ 19
57-45-57000-4140	Banking Fees	\$ 10,533	\$ -	\$ -
57-45-57000-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
57-45-57000-4585	Code Enforcement Cleanup	\$ 2,142	\$ 50,000	\$ 10,000
57-45-57000-4586	City Clean Up Projects	\$ 14,784	\$ 50,000	\$ 30,000
57-45-57000-5638	Glass Recycling Program	\$ 5,783	\$ 7,500	\$ 3,000
57-45-57000-5639	Green Waste Program	\$ -	\$ -	\$ -
57-45-57000-5640	Solid Waste Contract	\$ 1,996,417	\$ 2,332,800	\$ 2,474,795
57-45-57000-5999	Depreciation	\$ 7,746	\$ 10,000	\$ 7,800
57-45-57000-6000	Bad Debt Expense	\$ 7,992	\$ -	\$ -
57-45-57000-6810	Dump Passes	\$ 28,789	\$ 35,000	\$ 25,000
57-45-57000-7000	Capital Outlay	\$ -	\$ -	\$ -
57000	Solid Waste Collection Service	\$ 2,086,495	\$ 2,485,300	\$ 2,556,301

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
	Expense	\$ 2,248,694	\$ 2,620,833	\$ 2,773,384
57	Solid Waste Fund	\$ 222,045	\$ -	\$ -
59	Storm Drain Fund			
	Revenue			
59-00-35900-0000	Utility Billing - Storm Drain	\$ 1,439,543	\$ 1,636,350	\$ 1,585,943
59-00-35920-0000	Damage to Services-Storm Drain	\$ -	\$ -	\$ -
59-00-35999-0000	YEC Audit Adj & Accruals	\$ -	\$ -	\$ -
59-00-36020-0000	Late/Delinquent Fees Penalties	\$ 6,000	\$ -	\$ -
59-00-36030-0000	Revenue from Collections	\$ -	\$ -	\$ -
59-00-37010-0000	Interest Earnings	\$ 2,494	\$ 45,000	\$ -
59-00-38117-0000	Due From Srm Wtr Imp Fee Fnd	\$ -	\$ -	\$ -
59-00-38157-0000	Due From Solid Waste Fund	\$ -	\$ -	\$ -
59-00-39700-0000	Contributions Private Sources	\$ -	\$ -	\$ -
59-00-39710-0000	Assets - From Developer	\$ 2,138,942	\$ -	\$ -
59-00-39730-0000	Contributions - General	\$ -	\$ -	\$ -
	Revenue	\$ 3,586,978	\$ 1,681,350	\$ 1,585,943
	Expense			
48000	Transfers & Other Uses			
59-61-48000-9110	Due To General Fund (Admn Chrg	\$ 110,062	\$ 115,855	\$ 157,468
59-61-48000-9154	Due To Fleet Fund	\$ 84,171	\$ 91,536	\$ 106,253
59-61-48000-9163	Due to UB Internal Service Fnd	\$ 22,691	\$ 8,298	\$ 27,026
59-61-48000-9164	Due to GIS Internal Service Fd	\$ 55,761	\$ 64,005	\$ 56,193
48000	Transfers & Other Uses	\$ 272,685	\$ 279,694	\$ 346,940
59000	Stormwater Services			
59-45-59000-1111	Salaries - Full-Time Permanent	\$ 189,884	\$ 246,012	\$ 257,630
59-45-59000-1112	Salaries - Part-Time Permanent	\$ 8,808	\$ -	\$ -
59-45-59000-1211	Overtime	\$ 27,180	\$ 5,000	\$ 10,000
59-45-59000-1300	Employee Benefits (401K & 457)	\$ 13,216	\$ 15,256	\$ 15,975
59-45-59000-1321	Clothing Allowance	\$ 1,191	\$ 1,729	\$ 1,728
59-45-59000-1511	FICA	\$ 473	\$ -	\$ -
59-45-59000-1512	Medicare	\$ 3,165	\$ 3,571	\$ 3,738
59-45-59000-1521	Retirement	\$ (16,386)	\$ 43,524	\$ 42,949
59-45-59000-1531	State Insurance Fund	\$ 1,040	\$ 2,962	\$ 4,462
59-45-59000-1541	Health Insurance	\$ 51,205	\$ 71,413	\$ 65,029

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
59-45-59000-1545	Dental Insurance	\$ 3,646	\$ 5,065	\$ 5,363
59-45-59000-1548	Vision Insurance	\$ 635	\$ 883	\$ 882
59-45-59000-1561	Long Term Disability	\$ 928	\$ 1,316	\$ 1,354
59-45-59000-2121	Dues & Memberships	\$ 3,255	\$ 6,150	\$ 3,361
59-45-59000-2321	Travel & Training	\$ 4,851	\$ 4,875	\$ 4,875
59-45-59000-2369	Meetings	\$ 78	\$ 300	\$ 300
59-45-59000-2513	Equipment Materials & Supplies	\$ 22,792	\$ 30,000	\$ 30,000
59-45-59000-2514	Stormdrain Maintenance	\$ 10,778	\$ 30,000	\$ 45,100
59-45-59000-2520	Public Education & Outreach	\$ 1,090	\$ 2,500	\$ 2,500
59-45-59000-2610	Building & Grounds Maint	\$ -	\$ -	\$ -
59-45-59000-3111	Utilities	\$ 2,835	\$ 3,600	\$ 3,600
59-45-59000-4121	Attorney Fees	\$ -	\$ -	\$ -
59-45-59000-4140	Banking Fees	\$ 7,373	\$ -	\$ -
59-45-59000-4261	Computer Software & Maint.	\$ -	\$ -	\$ 11,545
59-45-59000-4391	Blue Staking	\$ -	\$ -	\$ -
59-45-59000-4394	Collar Maintenance	\$ -	\$ 4,000	\$ 4,000
59-45-59000-4531	Professional & Technical Servi	\$ 4,457	\$ 5,000	\$ 6,000
59-45-59000-4811	Equipment Rental/Lease	\$ 15,000	\$ 20,000	\$ 22,750
59-45-59000-5999	Depreciation	\$ 818,245	\$ 880,000	\$ 647,362
59-45-59000-6000	Bad Debt Expense	\$ 1,999	\$ -	\$ -
59-45-59000-6211	Insurance & Surety Bonds	\$ 8,500	\$ 8,500	\$ 8,500
59-45-59000-7000	Capital Outlay	\$ -	\$ -	\$ -
59-45-59000-7111	Land and Rights of Way	\$ -	\$ -	\$ -
59-45-59000-7410	Equipment	\$ 1,590	\$ 10,000	\$ 40,000
59000	Stormwater Services	\$ 1,187,829	\$ 1,401,656	\$ 1,239,003
	Expense	\$ 1,460,514	\$ 1,681,350	\$ 1,585,943
59	Storm Drain Fund	\$ 2,126,464	\$ -	\$ -
62	Cemetery Fund			
	Revenue			
62-00-33200-0000	Burial Plot Sales	\$ 42,275	\$ 50,000	\$ 45,000
62-00-33201-0000	Burial Plot Opening/Closing	\$ 9,400	\$ 13,000	\$ 8,000
62-00-33202-0000	Headstone Inspections	\$ 455	\$ 500	\$ 500
62-00-33203-0000	Xfr of Ownership Fee-Cemetery	\$ -	\$ -	\$ -
62-00-33434-0000	Grant Revenue	\$ -	\$ -	\$ -
62-00-37010-0000	Interest Earnings	\$ 15	\$ -	\$ -
62-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
62-00-38155-0000	From Gas-Sale Proceeds (USP)	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
62-00-39210-0000	Cemetery Donations	\$ -	\$ -	\$ -
62-00-39920-0000	Use of Fund Reserves	\$ -	\$ 19,634	\$ 42,209
	Revenue	\$ 52,145	\$ 83,134	\$ 95,709
	Expense			
62000	Cemetery			
62-49-62000-1111	Salaries - Full-Time Permanent	\$ 4,325	\$ 4,592	\$ 8,043
62-49-62000-1211	Overtime	\$ 22	\$ -	\$ -
62-49-62000-1300	Employee Benefits (401k & 457)	\$ 262	\$ 278	\$ 459
62-49-62000-1321	Clothing Allowance	\$ 17	\$ 17	\$ 33
62-49-62000-1511	FICA	\$ -	\$ -	\$ -
62-49-62000-1512	Medicare	\$ 63	\$ 68	\$ 118
62-49-62000-1521	Retirement	\$ 763	\$ 818	\$ 1,358
62-49-62000-1531	State Insurance Fund	\$ 13	\$ 59	\$ 147
62-49-62000-1541	Health Insurance	\$ 793	\$ 798	\$ 1,547
62-49-62000-1545	Dental Insurance	\$ 66	\$ 68	\$ 140
62-49-62000-1548	Vision Insurance	\$ 12	\$ 13	\$ 24
62-49-62000-1561	Long Term Disability	\$ 21	\$ 23	\$ 40
62-49-62000-2321	Travel & Training	\$ -	\$ 1,800	\$ 1,500
62-49-62000-2513	Equipment Materials & Supplies	\$ 1,335	\$ 5,000	\$ 3,000
62-49-62000-3111	Utilities	\$ 187	\$ -	\$ -
62-49-62000-4261	Computer Software & Maint.	\$ -	\$ -	\$ 800
62-49-62000-4531	Professional & Technical Servi	\$ -	\$ 63,100	\$ 58,500
62-49-62000-5002	Special Projects	\$ 1,045	\$ 3,500	\$ 4,000
62-49-62000-5410	Landscape Maintenance	\$ 3,306	\$ 3,000	\$ 6,000
62-49-62000-7000	Capital Outlay	\$ -	\$ -	\$ -
62-49-62000-7311	Improvements Other Than Bldg	\$ -	\$ -	\$ 10,000
62-49-62000-7410	Equipment	\$ -	\$ -	\$ -
62000	Cemetery	\$ 12,229	\$ 83,134	\$ 95,709
	Expense	\$ 12,229	\$ 83,134	\$ 95,709
62	Cemetery Fund	\$ 39,916	\$ -	\$ -
63	Utility Billing Fund			
	Revenue			
63-00-35990-0000	Set Up/Connection Fee	\$ -	\$ 33,000	\$ 37,600
63-00-36020-0000	Late/Delinquent Fees	\$ -	\$ 200,000	\$ 140,000
63-00-36030-0000	Revenue from Collections	\$ -	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
63-00-37010-0000	Interest Earnings	\$ 13	\$ 9,266	\$ -
63-00-38151-0000	Due From Water Fund	\$ 99,510	\$ 36,392	\$ 118,527
63-00-38152-0000	Due From Sewer Fund	\$ 99,510	\$ 36,392	\$ 118,527
63-00-38157-0000	Due From Solid Waste Fund	\$ 51,669	\$ 18,896	\$ 61,543
63-00-38159-0000	Due From Storm Drain Fund	\$ 22,691	\$ 8,298	\$ 27,026
63-00-39920-0000	Use of Fund Reserves	\$ -	\$ 144,734	\$ -
	Revenue	\$ 273,393	\$ 486,978	\$ 503,223
	Expense			
63000	Utility Billing			
63-43-63000-1111	Salaries - Full-Time Permanent	\$ 80,119	\$ 83,114	\$ 89,176
63-43-63000-1112	Salaries - Part-Time Permanent	\$ 62,746	\$ 70,569	\$ 46,039
63-43-63000-1211	Overtime	\$ 1,993	\$ 2,500	\$ 1,000
63-43-63000-1300	Employee Benefits (401K & 457)	\$ 4,913	\$ 5,154	\$ 5,530
63-43-63000-1321	Clothing Allowance	\$ 400	\$ 600	\$ 400
63-43-63000-1511	FICA	\$ 3,926	\$ 4,376	\$ 2,855
63-43-63000-1512	Medicare	\$ 2,035	\$ 2,231	\$ 1,962
63-43-63000-1521	Retirement	\$ 1,364	\$ 13,457	\$ 13,547
63-43-63000-1531	State Insurance Fund	\$ 498	\$ 128	\$ 164
63-43-63000-1541	Health Insurance	\$ 20,581	\$ 20,592	\$ 19,814
63-43-63000-1545	Dental Insurance	\$ 810	\$ 810	\$ 859
63-43-63000-1548	Vision Insurance	\$ -	\$ -	\$ -
63-43-63000-1561	Long Term Disability	\$ 467	\$ 472	\$ 477
63-43-63000-2321	Travel & Training	\$ 2,138	\$ 3,000	\$ 1,000
63-43-63000-2369	Meetings	\$ 402	\$ 675	\$ 600
63-43-63000-2513	Equipment Materials & Supplies	\$ 949	\$ -	\$ -
63-43-63000-4121	Attorney Fees	\$ -	\$ -	\$ -
63-43-63000-4140	Banking Fees	\$ -	\$ 80,000	\$ 90,000
63-43-63000-4261	Computer Software & Maint.	\$ -	\$ -	\$ 15,700
63-43-63000-4531	Professional & Technical Servi	\$ -	\$ 104,500	\$ 111,000
63-43-63000-4541	Printing & Mailing	\$ 95,100	\$ 92,800	\$ 101,100
63-43-63000-5002	Special Projects	\$ -	\$ -	\$ -
63-43-63000-5999	Depreciation	\$ -	\$ -	\$ -
63-43-63000-6820	Deployed Military Abatement	\$ 700	\$ 2,000	\$ 2,000
63-43-63000-7412	Computer Equipment	\$ -	\$ -	\$ -
63000	Utility Billing	\$ 279,141	\$ 486,978	\$ 503,223
	Expense	\$ 279,141	\$ 486,978	\$ 503,223

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
63	Utility Billing Fund	\$ (5,749)	\$ -	\$ -
64	GIS Fund			
	Revenue			
64-00-37010-0000	Interest Earnings	\$ 23	\$ -	\$ -
64-00-38151-0000	Due From Water Fund	\$ 125,644	\$ 144,222	\$ 126,686
64-00-38152-0000	Due From Sewer Fund	\$ 125,644	\$ 144,222	\$ 126,686
64-00-38157-0000	Due From Solid Waste Fund	\$ -	\$ -	\$ -
64-00-38159-0000	Due From Storm Drain Fund	\$ 55,761	\$ 64,005	\$ 56,193
64-00-39920-0000	Use of Fund Reserves	\$ -	\$ -	\$ 54,524
	Revenue	\$ 307,071	\$ 352,449	\$ 364,089
	Expense			
64000	GIS			
64-46-64000-1111	Salaries - Full-Time Permanent	\$ 95,841	\$ 156,580	\$ 182,102
64-46-64000-1112	Salaries - Part-Time Permanent	\$ -	\$ -	\$ 37,012
64-46-64000-1211	Overtime	\$ 371	\$ -	\$ -
64-46-64000-1300	Employee Benefits (401K & 457)	\$ 4,086	\$ 9,709	\$ 11,292
64-46-64000-1321	Clothing Allowance	\$ 400	\$ 600	\$ 700
64-46-64000-1511	FICA	\$ -	\$ -	\$ 2,295
64-46-64000-1512	Medicare	\$ 1,373	\$ 2,272	\$ 3,179
64-46-64000-1521	Retirement	\$ 10,427	\$ 26,333	\$ 28,655
64-46-64000-1531	State Insurance Fund	\$ 511	\$ 1,940	\$ 3,027
64-46-64000-1541	Health Insurance	\$ 28,905	\$ 44,695	\$ 53,277
64-46-64000-1545	Dental Insurance	\$ 1,924	\$ 3,068	\$ 4,605
64-46-64000-1548	Vision Insurance	\$ 353	\$ 563	\$ 753
64-46-64000-1561	Long Term Disability	\$ 533	\$ 825	\$ 1,206
64-46-64000-2321	Travel & Training	\$ 6,014	\$ 8,300	\$ 10,350
64-46-64000-4211	Network-Data Process Supplies	\$ 39,057	\$ 40,064	\$ 636
64-46-64000-4261	Computer Software & Maint.	\$ -	\$ -	\$ -
64-46-64000-4531	Professional & Technical Servi	\$ -	\$ 48,000	\$ 25,000
64-46-64000-5999	Depreciation	\$ -	\$ 7,000	\$ -
64-46-64000-7410	Equipment	\$ -	\$ 2,500	\$ -
64-46-64000-7412	Computer Equipment	\$ -	\$ -	\$ -
64000	GIS	\$ 189,795	\$ 352,449	\$ 364,089
	Expense	\$ 189,795	\$ 352,449	\$ 364,089
64	GIS Fund	\$ 117,276	\$ -	\$ -

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
72	AA 2013-1 Fund			
	Revenue			
72-00-34311-0000	Assessments - Collected	\$ 73,832	\$ 34,000	\$ 41,075
72-00-37010-0000	Interest Earnings	\$ 2,200	\$ 6,300	\$ -
72-00-37090-0000	Other Miscellaneous	\$ -	\$ -	\$ -
72-00-39920-0000	Use of Fund Reserves	\$ -	\$ 28,113	\$ -
	Revenue	\$ 76,032	\$ 68,413	\$ 41,075
	Expense			
47172	2013-1 Assessment Area			
72-71-47172-4531	Professional & Technical Servi	\$ 3,775	\$ 2,000	\$ 2,000
72-71-47172-8111	Principal	\$ 130,000	\$ 45,000	\$ 20,000
72-71-47172-8121	Interest	\$ 20,750	\$ 14,563	\$ 12,225
72-71-47172-8151	Paying Agent Fee	\$ -	\$ 1,850	\$ 1,850
72-71-47172-9110	Due To General Fund (Admn Chrg	\$ 5,000	\$ 5,000	\$ 5,000
47172	2013-1 Assessment Area	\$ 159,525	\$ 68,413	\$ 41,075
48100	Transfers & Contributions			
72-61-48100-9110	Due To General Fund	\$ -	\$ -	\$ -
48100	Transfers & Contributions	\$ -	\$ -	\$ -
	Expense	\$ 159,525	\$ 68,413	\$ 41,075
72	AA 2013-1 Fund	\$ (83,493)	\$ -	\$ -
80	Eagle Mountain RDA			
	Revenue			
80-00-31109-0000	EDA 2012-1 Property Tax	\$ 53,984	\$ -	\$ -
80-00-31110-0000	Parkside CDA Property Tax	\$ 17,149	\$ 17,950	\$ 20,198
80-00-31111-0000	Sweetwater CRA Property Tax	\$ 7,253,420	\$ 9,746,126	\$ 9,601,286
80-00-31112-0000	Pole Canyon CRA	\$ 2,030	\$ -	\$ -
80-00-31113-0000	Pole Canyon CRA 53 Property Tx	\$ 319,193	\$ 693,529	\$ 941,279
80-00-31114-0000	Sweetwater CRA P2	\$ -	\$ -	\$ -
80-00-37010-0000	Interest Earnings	\$ 587	\$ 176,633	\$ -
80-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
	Revenue	\$ 7,646,362	\$ 10,634,238	\$ 10,562,763

Account Number	Description	2023 Actual	2024 Estimate	2025 Proposed
	Expense			
48000	Transfers & Other Uses			
80-61-48000-9110	Due to General Fund- AdminChrg	\$ 54,027	\$ 176,627	\$ 215,278
48000	Transfers & Other Uses	\$ 54,027	\$ 176,627	\$ 215,278
80000	Eagle Mountain RDA			
80-47-80000-4320	RDA Consulting Services	\$ 10,400	\$ -	\$ -
80-47-80000-6450	Parkside CDA TIF Reimbursement	\$ -	\$ 17,950	\$ 20,198
80-47-80000-6451	EDA 2012-1 TIF Reimbursement	\$ 55,833	\$ -	\$ -
80-47-80000-6452	Sweetwater CRA Expenditures	\$ 6,583,956	\$ 9,746,126	\$ 9,391,286
80-47-80000-6453	Swtwtr CRA Housing Requirments	\$ -	\$ -	\$ -
80-47-80000-6454	Pole Canyon CRA	\$ 285,106	\$ 693,535	\$ 936,001
80-47-80000-6455	Pole Canyon CRA Housing	\$ -	\$ -	\$ -
80000	Eagle Mountain RDA	\$ 6,935,295	\$ 10,457,611	\$ 10,347,485
	Expense	\$ 6,989,322	\$ 10,634,238	\$ 10,562,763
80	Eagle Mountain RDA	\$ 657,040	\$ -	\$ -
Revenue Total	Revenue Total	\$ 98,694,166	\$ 151,975,077	\$ 112,626,244
Expense Total	Expense Total	\$ 79,960,405	\$ 151,975,077	\$ 112,626,244
Grand Total		\$ 18,733,761	\$ -	\$ -

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
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Rev. 02/15

Tax Year: 2024

EAGLE MOUNTAIN CITY

approves the following property tax rate(s) and revenue(s) for the year: **2024**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	2,635,256	0.000561
	\$2,635,256	0.000561

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

CHANGES FROM TENTATIVE BUDGET (5/07/24 VERSION)

GENERAL FUND

Amount	Department	Detail
\$ 108,500		Use of Fund Balance Reserves

\$ 108,500 Total Change in Revenues

\$ 38,500	Special Events	Add funding for Independence Day Firework display - Funding Source - General Fund Reserves
\$ 56,945	Planning	Convert part-time planner position to full-time
\$ (56,945)	Transfers	Reduce transfer of excess revenue to Capital Projects Fund 47
\$ 70,000	Parks	Kabota Tractor

\$ 108,500 Total Change in Expenditures

CAPITAL PROJECT FUND

Amount	Department	Detail
\$ (220,000)		Reduce Use of Fund Balance Reserves

\$ (220,000) Total Change in Revenues

(120,000)	General	Remove request for funding monument signs
(100,000)	General	Remove request for public art

\$ (220,000) Total Change in Expenditures

ENTERPRISE FUND

Amount	Department	Detail
\$ (175,000)	Wastewater	Use of Fund Balance Reserves

\$ (175,000) Total Change in Revenues

\$ (175,000)	Wastewater	Remove request for Ford F550
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\$ (175,000) Total Change in Expenditures



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 17.30, Historic Zones.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	City-Initiated		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, enacting Eagle Mountain Municipal Code Chapter 17.30, Historic Zones.

BACKGROUND:

Regular zoning administration, including answering questions regarding property zoning and associated rules (e.g., those governing use of land, setbacks, heights, architecture, unit density, etc.) revealed the need to either temporarily re-codify old zones verbatim, or, re-codify them with equivalencies established between their standards and those made a part of currently adopted land use zones. The attached draft takes the second track and seeks to assist the City in sharing and enforcing its development rules in a consistent and legally supportable manner while awaiting rezoning of some properties in the community to bring the same into conformance with 2024 codes.

ITEMS FOR CONSIDERATION:

[Draft Format and Wording Summation](#)

The proposed code changes, expected to be temporary in nature (i.e., an effectual "band-aid") are prefaced with the following statement: "Historic Zones: Eagle Mountain City's unique zoning district history and configurations included various land use zones -- including several historical residential districts. Those zoning districts were once a part of either Eagle Mountain Municipal Code or adopted Master

Development Plans and Agreements but are no longer codified. Properties once regulated by their standards shall be governed instead by current zoning regulations as stated hereafter. This section does not change existing zoning in areas already approved by the city. Landowners may apply to rezone property as outlined in Chapter 17.90 EMMC."

In lieu of simply re-inserting the language of old zones into EMMC Title 17, administration determined that the practice of establishing "equivalencies" between old zones and those currently codified when handling zoning matters or inquiries could be formalized. That decision is manifest in the draft code language that pertains to the "old" Residential Zone with its density tier system where certain tiers are keyed to existing zones -- with corresponding effects on density and land use allowances.

Notes

1. The draft code changes are meant to: 1) impact properties within historic zoned areas but out-board of a master planned community with a development agreement; and, 2) those that are in communities with an active agreement; and, 3) those in a master planned community with an agreement that is still in force.
2. The "Residential Zone" with its units per acre tier system was the most recent, prevalent residential rule set that is no longer in code. The attached "Current vs. Historical Residential Densities Comparison Tables" exhibit reports that zone's formerly allowed residential density allotments. The exhibit also shows effectually equivalent residential unit density allowances that are associated with the City's currently adopted land use zones. Neither lot frontage requirements nor setbacks are noted in the exhibit. Formerly allowed land uses germane to the Residential Zone are briefly summarized on the exhibit.
3. A provision (found in a couple of places -- 17.30.010.B. 5 & 6) of the proposed code amendments allows the planning director to make determinations regarding zoning minutiae (e.g., required setbacks for an accessory structure like a shed) where such is not specified in a development agreement attached to a master planned community. Specifically noted are the following zones: "Town Core Residential", "Village Core Residential" or "Country Residential", "Townhome", "FlexUse Tier – III-IV", "Residential 5k, 6k, 8k, 10k Average", "Low Density", "Medium Density", "Residential", "Mixed Residential", "Single-Family Residential", etc.); however, any historic zone is intended to have such a standard or allowance. The intent is to allow Staff to use an "equivalency measure" in relaying or applying standards (e.g., setbacks for a shed) where such standards are

absent from an agreement. It is expected that such an approach would improve consistency in applying land development standards and keep a somewhat frequent micro decision-making task from showing up in front of, and over-burdening, the Planning Commission or City Council.

4. It was interesting to find that which Staff did not suppose -- that of 22 master planned communities (see table under subsection C in 17.30.010), only eight had definitive sunset dates, with two of those having already occurred (Eagle Mountain Properties and The Ranches).

5. Legal counsel has proposed an approach to dealing with scenarios where a development agreement has lapsed or been voided. It is recommended that the draft code formalize the following position respecting such situations until affected land is rezoned to [be within] a current codified district: "Perseverance of master development plans and master development agreements: Any zoning adopted in a master development plan or master development agreement shall survive the expiration of either or both and shall remain in full force and effect after expiration."

6. Many of the older commercial or quasi-commercial zones found on City books and/or within approved development agreements had language that was later cropped as those zones were absorbed into a new zone that still referenced them. Examples include the "Town Core" and "Village Core" Zones, Airpark Zone, etc. The latest rendition of those codes' regulatory language is what is supposed to be in the historic zones draft code -- with maybe a slightly tweaked format or wording that does not substantively change their character or controls.

The amendment addresses the afore-noted phenomenon stating that, "Eagle Mountain City's unique zoning district history and configurations included various land use zones -- including historical commercial districts, the "Commercial Zone" being the most prevalent. Those commercial districts were once a part of either Eagle Mountain Municipal Code or adopted Master Development Plans and Agreements but were removed at one time from code. Before being ultimately removed, some of those zones took the place of other prior districts and provided certain (mostly limited) equivalencies in the way of land use controls and regulations."

...

Staff, legal counsel and leadership have reviewed the proposed changes and are willing to sanction their being put forth at this time for review by the Council. The Planning Commission, as elsewhere noted

in this report, motioned positively on the draft wording. It is anticipated, that at a future time, this code amendment will be partially or fully repealed as appropriate as properties are rezoned and come into conformance with presently adopted land use districts and their attendant regulations.

REQUIRED FINDINGS:

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

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of May 14, 2024, voted to recommend to the City Council that the attached safeguard code amendment be approved as written.

ATTACHMENTS:

[ORD--EMMC 17.30 Historic Zones](#)

[Historic Zones Code Amendment](#)

[Current vs. Historical Residential Densities Comparison Tables](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.30 HISTORIC ZONES

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to enact Eagle Mountain Municipal Code Chapter 17.30 Historic Zones, 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 17.30 Historic Zones.
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 on the 18th day of June, 2024.

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 the 18th day of June, 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.30

HISTORIC ZONES

Sections:

17.30.010 Historic residential development standards.

17.30.020 Historic commercial development standards.

17.30.010 Historic residential development standards.

A. Historic Zones: Eagle Mountain City's unique zoning district history and configurations included various land use zones -- including several historical residential districts. Those zoning districts were once a part of either Eagle Mountain Municipal Code or adopted Master Development Plans and Agreements but are no longer codified. Properties once regulated by their standards shall be governed instead by current zoning regulations as stated hereafter. This section does not change existing zoning in areas already approved by the city. Landowners may apply to rezone property as outlined in Chapter 17.90 EMMC.

B. Residential Zone equivalencies and controls.

1. Prior Zone: "Residential Tier 1"

a. Allowable density in the case of master planned communities shall be as prescribed in the master development plan and agreement associated with those communities even if expired.

b. Allowable density for all other properties: Shall be equivalent to the RD2 Zone.

c. Minimum dimensional standards. Shall be equivalent to the RD2 zone as denoted in Table 17.25.040.

d. Uses shall be as allowed in Table 17.25.030 for the RD2 zone.

e. Development standards as outlined for the RD2 zone in the residential development standards table in 17.25.040 EMMC. Exception: Primary structure setbacks shown on a plat recorded prior to <effective date of ordinance> shall apply to the lots within the plat, rather than the primary structure setbacks included in 17.25.040 EMMC.

f. All other generally applicable development standards in EMMC shall apply to this zone.

g. This zone shall be treated as the RD2 zone when applying standards in EMMC 17.60.160 EMMC Zone Transitions, or 16.30.090 Connectivity Standards, etc.

2. Prior Zone: "Residential Tier II"

a. Allowable density in the case of master planned communities shall be as prescribed in the master development plan and agreement associated with those communities even if expired.

b. Allowable density for all other properties: Shall be equivalent to the R3 zone.

c. Minimum dimensional standards. Shall be equivalent to the R3 zone as denoted in Table 17.25.040.

d. Uses shall be as allowed in Table 17.25.030 for the R3 zone.

e. Development standards as outlined for the R3 zone in the residential development standards table in 17.25.040 EMMC. Exception: Primary structure setbacks shown on a plat recorded prior to <effective date of ordinance> shall apply to the lots within the plat, rather than the primary structure setbacks included in 17.25.040 EMMC.

f. All other generally applicable development standards in EMMC shall apply to this zone.

g. This zone shall be treated as either the R1, R2, R3 or RC zones when applying standards found in EMMC 17.60.160 EMMC Zone Transitions, or 16.30.090 Connectivity Standards, etc.

3. Prior Zone: "Residential Tier III"

a. Allowable density in the case of master planned communities shall be as prescribed in the master development plan and agreement associated with those communities even if expired.

b. Allowable density for all other properties: Shall be equivalent to the MF1 Zone.

c. Minimum dimensional standards. Shall be equivalent to the MF1 zone as denoted in Table 17.25.040.

d. Uses shall be as allowed in Table 17.25.030 for the MF 1 zone.

e. Development standards as outlined for the MF1 zone in the residential development standards table in 17.25.040 EMMC. Exception: Primary structure setbacks shown on a plat recorded prior to <effective date of ordinance> shall apply to the lots within the plat, rather than the primary structure setbacks included in 17.25.040 EMMC.

f. All other generally applicable development standards in EMMC shall apply to this zone.

g. This zone shall be treated as the MF1 zone depending on the average lot size and general lot sizes within the development and when applying standards in EMMC 17.60.160 EMMC Zone Transitions, or 16.30.090 Connectivity Standards, etc.

4. Prior Zone: "Residential Tier IV"

a. Allowable density in the case of master planned communities shall be as prescribed in the master development plan and agreement associated with those communities even if expired.

b. Allowable density for all other properties: Shall be equivalent to the MF2 Zone.

c. Minimum dimensional standards. Shall be equivalent to the MF2 zone as denoted in Table 17.25.040.

d. Uses shall be as allowed in Table 17.25.030 for the MF2 zone.

e. Development standards as outlined for the MF2 zone in the residential development standards table in 17.25.040 EMMC. Exception: Primary structure setbacks shown on a plat recorded prior to <effective date of ordinance> shall apply to the lots within the plat, rather than the primary structure setbacks included in 17.25.040 EMMC.

f. All other generally applicable development standards in EMMC shall apply to this zone.

g. This zone shall be treated as the MF2 zone when applying standards in EMMC 17.60.160 EMMC Zone Transitions, or 16.30.090 Connectivity Standards, etc.

5. Prior Zones "Town Core Residential (TCR)", "Village Core (VC)" and "Country Residential"

Properties once zoned either Town Core Residential or Village Core Residential or Country Residential shall be regulated as per the that zone's regulations found

within Ordinance 98-05 adopted March 30, 1998, excepting for current residential property development standards (e.g., property sizes, setbacks, heights, accessory structure controls, etc.) in EMMC Table 17.25.040 and use allowances as stated in EMMC Table 17.25.030. Applicable development standards and allowable uses shall be determined [as] by the Planning Director, appealable to the Planning Commission and City Council. Consideration shall be given to comparable zone standards when determining equivalencies.

6. Prior Zones – Other:

Additional residential land uses zones identified and created in varying development agreements (e.g., “Townhome”, “FlexUse Tier – III-IV”, “Residential 5k, 6k, 8k, 10k Average”, “Low Density”, “Medium Density”, “Residential”, “Mixed Residential”, “Single-Family Residential”, etc.) shall be administered/treated as per that Development Agreement’s language. If a development standard is not stated for a given zone in an agreement, then the Planning Director reserves the right to require and apply standards from other current, and comparable, city zones, appealable to the Planning Commission and City Council. Consideration shall be given to comparable zone standards when determining equivalencies.

C. Historic Community Listing(s). Planned communities (with zones or plans pre-dating <effective date of ordinance> within Eagle Mountain City that have not had their master plans completely amended (and/or associated development agreements completely amended and re-stated, e.g., “Pole Canyon” conversion into “Firefly”) as of <effective date of ordinance> comprise at least the following developments:

Table. Master Development Areas and Assigned Zoning Summary (including overlays).

<u>Community</u>	<u>Established</u>	<u>Base Zone(s)</u>	<u>Min. DA Res. Standard(s)</u>	<u>Overlay Zone(s)</u>	<u>Expiration</u>
<u>Arrival at North Ranch</u>	<u>10/15/23</u>	<u>Residential</u>	<u>½ ac. lot size</u>	<u>Equine</u>	<u>In Perpetuity</u>
<u>Ault Farms (Parkway Fields)</u>	<u>12/07/21</u>	<u>FR, R1, R2, R3, RC, MF1</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>12/07/28 or at full build-out (unless extended)</u>
<u>Brandon Park Estates</u>	<u>04/24/17</u>	<u>Residential</u>	<u>Tier II; 8,000 sq. ft.</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>Clearview Estates/Ranches</u>	<u>04/25/13</u>	<u>Residential</u>	<u>Tier I; ½ ac. lot size</u>	<u>Equine</u>	<u>In Perpetuity</u>

<u>Eagle Heights Village (re-stated)</u>	<u>10/11/22</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>06/18/29</u>
<u>Eagle Mountain Properties</u>	<u>10/07/1997</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>Expired 10/07/2017</u>
<u>Evans Ranch</u>	<u>10/16/13</u>	<u>Per Approved Plan (Residential Zone Tier system density equivalency)</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>Harmony</u>	<u>09/27/18</u>	<u>Residential</u>	<u>Per Approved Plan</u>	<u>Single & Multi</u>	<u>In Perpetuity</u>
<u>Lower Hidden Valley (Amended 2022)</u>	<u>06/23/11</u>	<u>Residential</u>	<u>Per Approved Plan (Residential Zone Tier system density equivalency)</u>	<u>Per Approved Plan</u>	<u>In Perpetuity</u>
<u>Oak Hollow</u>	<u>09/02/16</u>	<u>Residential/Commercial</u>	<u>Tier II</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>Oquirrh Mountain Ranch (Amended & Re-Stated)</u>	<u>03/28/22</u>	<u>RC, OS-I, OS-N</u>	<u>Per Planning Area Table 3.1</u>	<u>n/a</u>	<u>03-28-28</u>
<u>Overland SITLA/Ivory</u>	<u>07/03/18</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>In Perpetuity with 10-yr Reviews Beginning Jan.-Feb. 28</u>
<u>Sage Park</u>	<u>10/27/2020</u>	<u>Business Park</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>10/27/2040</u>
<u>Sage Valley</u>	<u>07/06/99</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>Scenic Mountain</u>	<u>09/10/09</u>	<u>Residential</u>	<u>Per Planning</u>	<u>n/a</u>	<u>In Perpetuity</u>

			<u>Area Table 2.1</u>		
<u>Silver Lake (formerly Evans Ranch)</u>	<u>05/06/03</u>	<u>Town Core Residential (single and multi)</u>	<u>Per Paragraph 4 & Approved Plan</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>SITLA Pony Express</u>	<u>10/07/03</u>	<u>Town Core Residential, Village Core Residential and Satellite Commercial</u>	<u>Per Approved Plan & Vesting Section III</u>	<u>n/a</u>	<u>In Perpetuity</u>
<u>Spring Run</u>	<u>10/18/16</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>n/a</u>	<u>12/31/30</u>
<u>Sunset Flats</u>	<u>01/16/18</u>	<u>Residential</u>	<u>Tier I & II</u>	<u>n/a</u>	<u>01/16/28 → 01/16/31</u>
<u>The Ranches</u>	<u>05/06/1999</u>	<u>Per Approved Plan</u>	<u>Per Approved Plan</u>	<u>TDRs Allowable</u>	<u>03/10/18 or Until Build-Out</u>
<u>Upper Hidden Valley</u>	<u>03/25/16</u>	<u>Residential</u>	<u>Per Approved Plan</u>	<u>Certain Comm. And Mixed-Uses Allowed by CUP(s)/TD Rs Allowable</u>	<u>In Perpetuity</u>
<u>Valley View</u>	<u>10/19/04</u>	<u>Valley View</u>	<u>Per Approved Plan (Low and Medium Density Areas)</u>	<u>n/a</u>	<u>In Perpetuity</u>

Note: Meadow Ranch and North Ranch were part of the Ranches Plan/Agreement

D. Perseverance of master development plans and master development agreements: Any zoning adopted in a master development plan or master development agreement shall survive the expiration of either or both and shall remain in full force and effect after expiration.

17.30.020 Historic commercial development standards.

A. Historic Zones: Eagle Mountain City's unique zoning district history and configurations included various land use zones -- including historical commercial districts, the "Commercial" Zone being the most prevalent. Those commercial districts were once a part of either Eagle Mountain Municipal Code or adopted Master Development Plans and Agreements but were removed at one time from code. Before being ultimately removed, some of those zones took the place of other prior districts and provided certain equivalencies by way of land use controls and regulations. Properties within those "old zones" shall, effective <date of ord. adoption> be governed instead by [current] zoning regulations stated hereafter.

Disclaimers: The regulations that follow primarily deal with regulation of uses and do not provide all zoning controls (e.g., minimum, required building architectural features, floor area ratios, setbacks, parking, landscaping, and signage controls, etc.) as those standards do not carry forward with a zone no longer codified. This section does not change existing zoning in areas already approved by the city. Landowners may apply to rezone property as outlined in Chapter 17.90 EMMC.

B. Prior zone: "Commercial". The commercial zone absorbed a number of historic commercial type zones upon its creation and codification and, therefore, is separately addressed in this section.

C. Equivalency: In the event the city receives a request to rezone a property from "Commercial" into a currently codified zone, either the Commercial Neighborhood or Commercial Community Zones may be considered as the preferred and roughly equivalent districts for the purpose of determining the propriety of the rezone request.

D. Commercial Zone - Land Use Control Table.

The following table identifies various land uses that are permitted, conditional, special, and prohibited uses in the Commercial Zone. 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)

C = Conditional (Due to their unique characteristics or negative effects that may not be compatible without conditions to mitigate or eliminate the detrimental impacts. Must comply with Chapter 17.95 EMMC)

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

Blank or unlisted use = Prohibited

**Land Use Table
Commercial Uses**

<u>Land Use</u>	<u>Commercial Zone</u>
<u>Automobile gas/service stations;</u>	<u>C</u>
<u>Automobile sales and/or service;</u>	<u>C</u>
<u>Auto and truck repair, including auto body;</u>	<u>C</u>
<u>Bank or credit union w/o drive-thru</u>	<u>P</u>
<u>Bank or credit union w/ drive-thru</u>	<u>C</u>
<u>Child day care center/preschool;</u>	<u>P</u>
<u>Commercial fitness and recreation;</u>	<u>P</u>
<u>Commercial laundries;</u>	<u>C</u>
<u>Contract construction services establishments</u>	<u>C</u>
<u>Convenience store;</u>	<u>C</u>
<u>Laundry and dry-cleaning establishments</u>	<u>C</u>
<u>Meeting/reception rooms</u>	<u>C</u>
<u>Mixed-use residential development</u>	<u>C</u>
<u>Motels and hotels;</u>	<u>C</u>
<u>Offices: medical, dental or professional offices, corporate offices or corporate campuses</u>	<u>P</u>
<u>Office/business parks with no industrial or warehouse space</u>	<u>P</u>
<u>Personal services</u>	<u>C</u>
<u>Pet store</u>	<u>C</u>
<u>Printing, lithography and publishing establishments</u>	<u>C</u>
<u>Radio, television, watch, jewelry, cell phone and shoe repair establishments</u>	<u>P</u>
<u>Restaurants w/o drive-thru</u>	<u>P</u>
<u>Restaurants w/ drive-thru</u>	<u>C</u>
<u>Retail: department stores, furniture outlets, warehouse stores, auto parts, lumber, hardware and home improvement</u>	<u>P</u>
<u>Retail, general</u>	<u>C</u>
<u>Sexually oriented business</u>	
<u>Shopping centers (including grocery stores and/or general retail in multi-tenant buildings)</u>	<u>P</u>
<u>Utility structures: Public and/or private</u>	<u>P</u>

E. Property area requirement(s).

No minimum lot size requirement for developments in this district. Conformance to all City parking, landscaping, utilities, site plan and other land development regulations that may govern all or a portion of each project is required.

F. Required minimum setbacks.

1. Front: Maximum setback of 20 feet. The city council, in consideration of a prior recommendation by the planning commission, may increase this if, in its judgment, the increase complies with the following: 1. Does not interfere with the use, enjoyment, and character of adjacent properties; 2. The success of the business necessitates an increased setback, proven by data or research; 3. Additional setback is not solely to provide space for parking between the building and the street; 4. Topography or natural features make it impossible or impracticable to place the building within the setback. Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard.

2. Sides: 50 feet where adjacent to a residential or agricultural zone. Lots adjoining within the commercial zone require no side lot setbacks.

3. Rear: 20 feet for all uses except where a rear yard is located adjacent to a residential or agricultural zone. In those cases, the rear yard shall be increased to 50 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.

4. 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. [Ord. O-02-2017 § 2 (Exh. A); Ord. O23-2005 § 3 (Exh. 1(1) § 7.7)].

G. Building height.

No building shall be over five stories. [Ord. O-23-2005 § 3 (Exh. 1(1) § 7.8)].

H. Commercial zone development standards.

Development within the Commercial Zone shall comply with all current City zoning and subdivision standards.

I. Uses within buildings. All uses in the commercial 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.

J. Previous non-single-family zones and equivalents.

Non-single-family (i.e., generally some form of commercial types) zoning districts contained in previous development codes are listed hereafter save for the afore-described “Commercial” Zone. Properties within those zones prior to the adoption of Ord. <this ord.> shall only be entitled to the permitted and conditional uses permissible under the land use ordinance in which the property was zoned. With the exception of land use entitlement, property zoned under previous development codes shall comply with all other regulations and standards contained in this chapter (as may be specified hereafter – including by reference to “equivalent” zones) so long as such conformance does not restrict density entitlements that are memorialized in a recorded master development agreement still in, and of, effect.

Historic, Non-Single-Family Zone(s) List (Excluding the “Commercial” Zone)

1. Airpark Zone (AP). Permitted uses within the airpark zone include(d) aviation services, aircraft sales and service (including corporate offices), restaurants, lodging, light manufacturing, warehousing, and residential, etc. This zone shall [now] be an overlay zone only with no residential uses allowed therein. The zone shall otherwise be regulated as per the Airpark Zone’s regulations found within the city code prior to being repealed on June 02, 2020, by Ord. O-13-2020.

2. Business Park (BP). Permitted uses within the business park zone include(d) banks, business, and corporate offices not to exceed three stories in height. Conditional uses include(d) restaurants, retail services establishments, hotels, motels, bed and breakfast facilities, day care center, medical and health care offices, veterinary offices, electronics repair shop and residential group homes or any other uses that the planning commission may determine are similar and compatible with the foregoing. All other uses are/were expressly prohibited. This zone shall be administered in accordance with Business Park regulations contained in the “Sage Park Business Center and Residential Area Development Agreement” or “Spring Run” (as appropriate) when applying zoning standards.

3. Commercial Core (CC). Permitted uses within the commercial core zone include(d) retail sales, business offices, banks, restaurants, apartments or condominiums, and professional offices. Conditional uses include(d) retail service establishments, restaurants, theaters, hotels, motels, bed and breakfast facilities, retail goods establishments and places of worship. or any other uses that the planning commission may determine are similar and compatible with the foregoing. All other uses are/were expressly prohibited. As of May 08, 2024, the city does not contain any Commercial Core zoned land.

4. Country Residential (CR). Permitted uses within the country residential zone include(d) only single-family detached dwellings on individual building lots. Conditional uses within the zone include(d) multiple-family dwellings, commercial uses as identified in the town core residential not to exceed 10 percent, places of worship, bed and breakfast and public and private schools. The Country Residential Zone shall be regulated as per the Country Residential's regulations found within Ordinance 98-05 adopted March 30, 1998.

5. Downtown Commercial Core (DCC). Permitted uses within the downtown commercial core zone include(d) retail trades, services, mixed allowed uses, professional offices, eating and drinking establishments, entertainment, hotels, apartments and condominiums, banks, theaters, and galleries/studios. Other compatible uses approvable as conditional uses. All other uses are/were expressly prohibited. Structures within the DCC zone shall be a minimum of two stories in height. As of May 08, 2024, the city does not contain any Downtown Commercial Core zoned land.

6. Manufacturing and Industrial (M&I) Zone (also Industrial and Manufacturing). Permitted uses within the manufacturing and industrial zone include(d) warehousing and construction trades or services, large warehouse-style retailing operations, manufacturing facilities and other uses requiring large buildings or structures that would otherwise not be permitted within the commercial core or satellite commercial areas. Conditional uses include(d) or any other uses that the planning commission may determine are similar and compatible with the foregoing. All other uses are/were expressly prohibited. This zone shall be treated as the Industrial Zone(s) when applying standards found in titles 16 or 17 of the city's code.

7. Resort Commercial (RC). Permitted uses within the resort commercial zone include(d) hotels, restaurants, tourism, residential and condominium uses, golf courses and associated facilities, and transient uses. Development agreements or code standards [shall] govern use(s), design, density, and open space. As of May 08, 2024, the city does not contain any Resort Commercial zoned land.

8. Resort Mixed Use (RMU). Permitted uses within the resort mixed use include(d) golf courses. Conditional uses include(d): hotels, motels, bed and breakfast facilities, restaurants, condominiums, retail goods establishments, group homes, dwellings, office uses, banks, places of worship, public and private schools, or any other uses that the planning commission may determine are similar and compatible with the foregoing. All other uses are/were expressly prohibited. As of May 08, 2024, the city does not contain any Resort Mixed Use zoned land.

9. Satellite Commercial (SC). Permitted uses within the satellite commercial zone include(d) supermarkets, gas stations and professional offices. Conditional uses include(d) automobile, truck, recreational vehicle and equipment sales or rentals, automotive repair and service stations, retail service establishments, restaurants, hotels, motels, bed and breakfast facilities, banks, theaters, art galleries and museums and retail goods establishments or any other uses that the planning commission may determine are similar and compatible with

the foregoing. All other uses are/were expressly prohibited. This zone shall be treated as the Community Commercial Zone when applying standards found in titles 16 or 17 of the city's code.

10. Town Core Residential (TCR). Permitted uses within the town core residential zone include(d) single-family dwellings, both attached and detached, and recreational facilities designed to service a group of residential structures. Conditional uses include(d) multiple-family dwellings, restaurants, office uses, day care centers, art galleries, museums, places of worship and public and private schools or any other uses that the planning commission determine are similar and compatible with the foregoing. All other uses are/were expressly prohibited. The Town Core Residential Zone shall otherwise be regulated as per the Town Core's regulations found within Ordinance 98-05 adopted March 30, 1998.

11. Village Core (VC) (Commercial). Permitted uses within the village core zone include(d) single-family dwellings (detached and attached). All uses that are included in the commercial core as allowed are allowed by conditional use permit in the village core zone. Conditional uses include(d) public and private schools. All other uses are/were expressly prohibited. This zone shall be treated as the Commercial Community Zone when applying standards found in titles 16 and 17 of the city's code.

12. Commercial C-1 Zone: Permitted, conditional and prohibited uses and development standards are those uses and standards defined in the Residential Zone and Commercial Zone. Prohibited uses shall be those prohibited and defined in the Commercial Zone.

13. Commercial C-2 Zone: Permitted, conditional and prohibited uses and development standards are those uses and standards defined in the Residential Zone and Commercial Zone. Prohibited uses shall be those prohibited and defined in the Commercial Zone.

14. Townsquare Commercial C-3 Zone: Permitted uses and standards are those uses and standards defined in the Residential Zone and Commercial Zone. Conditional uses shall not be limited to any conditional or similar uses as defined and adopted as Ord. 0-02-2006. Prohibited uses shall be those uses prohibited and defined in the Commercial Zone.

Current Residential Zone Density **VS.** Historical Residential Tier Density Yields Comparison Tables

Current Zone	Required Minimum <u>Base</u> Lot Size per Single Detached Dwelling Unit (in sq. ft.)	Resulting Gross Density Yield in Dwelling Units/Acre
RA 1	217,800	.2
RA 2	108,900	.5
RD 1	43,560	1
RD 2	21,780	2
FR	10,890	4
R 1	10,890	4
R 2	8,000	5.4
R 3	6,500	6.7
RC	4,500	9.68

Current Zone	Required Minimum <u>Average</u> Lot Size in Sq. Ft. per Single Detached Dwelling Unit	Resulting Gross Density Yield in Dwelling Units/Acre on Average
RA 1	n/a	--
RA 2	n/a	--
RD 1	n/a	(1)
RD 2	n/a	(2)
FR	21,780	2
R 1	14,250	3
R 2	10,890	4
R 3	8,500	5.12
RC	6,000	7.26

Historic Residential Zone	Required Minimum <u>Base</u> Lot Size per Single Detached Dwelling Unit (in sq. ft.)	Bonus <u>Density Range</u> Allowed in Dwelling Units/Acre
n/a	n/a	--
n/a	n/a	--
n/a	n/a	--
Base	21,780	<.8
Tier 1	21,780	.81-1.6
Tier 2	n/a	1.61-5.2
n/a	n/a	--
n/a	n/a	--
n/a	n/a	--

Current Zone	Minimum Lot Size in Sq. Ft. per Multiple-Family ¹ Structure(s)	Resulting Gross Density Yield in Dwelling Units/Acre
RA 1	n/a	--
RA 2	n/a	--
RD 1	n/a	--
RD 2	n/a	--
FR	n/a	--
R 1	n/a	--
R 2	n/a	--
R 3	n/a	--
RC	n/a	--
MF 1	n/a	10 ²
MF 2	n/a	20 ³

Historic Residential Zone	Bonus <u>Density Range</u> Allowed in Dwelling Units/Acre
n/a	--
n/a	--
n/a	--
n/a	--
n/a	--
n/a	--
n/a	--
n/a	--
n/a	--
Tier 3	5.2-12.2
Tier 4	12.21-22.7

Historic Residential Zone Sanctioned Uses	
Base Residential Zone:	Standard Single-Family Detached Homes
Tier I Zone:	Standard Single-Family Detached Homes
Tier II Zone:	Standard Single-Family Detached Homes
Tier III Zone:	Standard Single-Family Homes, Cluster Homes, Garden Courts, Patio Homes, Apartments, Townhomes & Condos
Tier IV Zone:	Presumed Same as Tier III [Note: Only Apartments, Townhomes, and Condos are Specifically Mentioned]

Densities are shown in gross numbers; net densities are dependent on available land for building after drives, setbacks, and parking pads, etc. are subtracted from overall property area; and all numbers are rounded and not all zones are reported – only those that make allowance for residential development/use. Also, this chart does not reflect any residential uses that may be allowed in commercial or industrial zones.

Notes:

1. Buildings containing 2+ units – whether condos, townhouses or apartment-like arrangements.
2. Maximum also of six (6) dwelling units in a single building.
3. Maximum also of twelve (12) dwelling units in a single building.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and Enacting Chapter 17.64 Retaining Walls.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	City-Initiated		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Approve (with any changes desired by Council)...

BACKGROUND:

Fencing Background:

Subsequent to the recent passage of a revised fence code, a couple of matters have arisen that require clarification and a small code patch. The matters include: 1) The need to clarify the required composition and nature of walls placed between residential developments [read: subdivisions] and collectors/arterials rights-way; 2) The amount of wire fencing allowed within residential perimeter fences (80% is based approximately on a 6' x 8' fence with 2x4 top and bottom rails and 4x4 posts with 2x4 boards tied in vertically to the same thereby making the posts, effectually, 8" wide [ignoring true board width] as illustrated in the zoning code's definition of a "wire fence"); and, 3) The type or nature of fencing to be allowed/required along the Ranches Parkway given pre-existing conditions and still developing small subdivision areas adjacent to the same [mostly along its southeastern area close to Pony Express Parkway].

Retaining Walls Background:

Many months ago, Staff perceived, in contemplating possible future build-out issues, the need for the City to address (given its topography) the topic of retaining walls. Code drafting effort was accelerated to draft reasonable code language when it was shared by

Neighborhood Improvement that a non-City approved retaining wall system (basically stacked rock) was apparently failing in place around the periphery of a residential subdivision. Following Planning Commission review of draft code language respecting retaining walls that incorporated some planning commissioner comments and suggestions, Staff returned the draft amendment to the Planning Commission for renewed review and formal action. The Commission fully recommended approval of the code language as written and now the matter is set before the City Council.

ITEMS FOR CONSIDERATION:

Fencing Items for Consideration:

Policy direction to address the following matters: 1) The need to clarify the required composition and nature of walls placed between residential developments [read: subdivisions] and collectors/arterials rights-way; 2) The amount of wire fencing allowed within residential perimeter fences (80% is based approximately on a 6' x 8' fence with 2x4 top and bottom rails and 4x4 posts with 2x4 boards tied in vertically to the same thereby making the posts, effectually, 8" wide [ignoring true board width] as illustrated in the zoning code's definition of a "wire fence"); and, 3) The type or nature of fencing to be allowed/required along the Ranches Parkway given pre-existing conditions and still developing small subdivision areas adjacent to the same [mostly along its southeastern area close to Pony Express Parkway].

Retaining Walls Items for Consideration:

Policy direction, codified by ordinance, respecting the use and construction of retaining walls in City limits. Are the attached draft regulations appropriate, reasonable, enforceable and comprehensive enough to address the majority of situations where retaining walls are, or will be, proposed and/or built within the City? The draft language has been simplified to identify but one type of wall, has been aligned with current Utah building code interpretation and application, and has been adjusted to meet past Planning Commission review comments respecting the proposed amendment(s).

REQUIRED FINDINGS:

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

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of May 14, 2024, voted to recommend to City Council that the attached code amendments be approved as written.

ATTACHMENTS:

[ORD--EMMC 16.35, 17.60, & 17.64 Fence & Retaining Walls
Retaining Wall & Fence Code Amendments](#)

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 16.35.090 PRIVACY FENCING, CHAPTER 17.10 DEFINITIONS, AND CHAPTER 17.60 LANDSCAPING BUFFERING FENCING AND TRANSITIONING, AND ENACTING CHAPTER 17.64 RETAINING WALLS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and enact Chapter 17.64 Retaining Walls, 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 amend the Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and enact Chapter 17.64 Retaining Walls.
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 on the 18th day of June, 2024.

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 the 18th day of June, 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 17.10 DEFINITIONS

17.10.30 Definitions.

“Retaining wall(s) means any of a type of structure emplaced to either hold back (i.e., retain) earth left exposed by the making of a [cross] cut across a sloped surface like a hill, or, those designed to hold back artificially backfilled earth and create a “shelf-like” embankment feature.

Chapter 16.35 DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITIES

Sections:

16.35.090 Privacy ~~fencing~~ screening.

16.35.090 Privacy ~~fencing~~ screening.

~~Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.~~

~~Business park, commercial, commercial storage, and industrial developments shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear and/or side lot lines that abut an arterial or collector road right-of-way, existing or designated in the city’s future transportation plan. Applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council may require a specific material and color for the fencing in a site plan or master development agreement. “Durable quality” shall mean fencing of stone, masonry, or decorative concrete. Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. For industrial developments, “durable quality” shall include chain link fencing that complies with EMMC 17.60.120(C)(1)(d). [Ord. O-33-2020 § 2 (Exh. A); Ord. O-06-2017 § 2 (Exh. A); Ord. O-17-2010 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.9); Ord. O-07-2006 § 2 (Exh. 1 § 7.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.9)].~~

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot (6') tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including pre-cast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city’s existing future transportation plan. Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property abuts Ranches Parkway and screening has not already been installed by a developer/builder prior to occupancy of that property, screening installed by that lot's owner shall be a "Monterey Gray" wood fence.

Chapter 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

Sections:

- 17.60.120 General fencing/screening provisions.
- 17.60.130 ~~Repealed~~ Retaining walls construction standards.

17.60.120 General fencing/screening provisions.

B. Residential Perimeter Fencing Standards.

1. Material Type(s).

- a. Allowed: board (e.g., cedar), vinyl, and/or solid walls (made of decorative concrete or masonry (including brick)), wrought iron or imitation variety thereof, composite material and limited amounts (i.e., less than 80% of the overall area of a section of fencing between posts) of black painted hog wire provided all such have top and bottom rails and substantial posts/columns.

...

E. Walls or Fences as Buffers or Street Screens. Where required, screening walls or fences shall not be less than six feet in height. Required wall installations shall precede issuance of a building permit for a project related to a wall as per EMMC 16.35.090. Masonry or decorative concrete shall be used as a:

1. Buffer. Where and when a commercial use borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon.
2. Refuse Areas. Trash enclosures and other refuse collection areas shall be screened by a solid masonry or decorative concrete wall. Gates shall be (full) metal and sight-obscuring, not made of chain link or chain link with slats.
3. Street Screens. Where and when residential fencing abutting a road identified by the city as a "major" or "minor" "arterial," or, as a "major" or "minor" "collector" is installed, it shall be of consistent height (not less than six feet), material and color, and be made of stone, masonry or decorative concrete.

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot (6') tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including pre-cast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city's existing future transportation plan. Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of

development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property abuts Ranches Parkway and screening has not already been installed by a developer/builder prior to occupancy of that property, screening installed by that lot's owner shall be a "Monterey Gray" wood fence.

...

N. Retaining Walls. ~~As stated in EMMC 17.25.050(G), r~~Retaining walls shall comply with standards in EMMC Chapters 15.80, 17.25.050.G., and 17.62 17.64 EMMC. Retaining walls that are over four feet in height shall also obtain a building permit to include provision of structural engineering calculations, etc., as may be required by the city's building division. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.

17.60.130 Retaining Wall Construction Standards.

Retaining walls shall comply with the construction standards listed in EMMC 17.64.010 Retaining Wall Construction Standards.

Chapter 17.64 **RETAINING WALLS**

Sections:

17.64.010 Retaining wall construction standards.

17.64.010 Retaining Wall Construction Standards.

A. Appearance/Materials: Retaining walls' colors and materials shall harmonize with the surrounding natural landscape. Use of rock (e.g., boulders with diameters greater than 1'), masonry, decorative concrete, stone manufactured concrete units (modular block walls) is allowed. CMU or stacked concrete blocks, railroad ties and large timbers or free stacked tiers of loose materials are not allowed for purposes of establishing a formal retaining wall. Stacked boulders or similar walls under 4' tall shall use filter fabric to restrain loose sediment particulates from penetrating the wall.

B. Maximum height: Retaining walls shall not exceed 6' in height from finished grade to top of wall. Height may be stepped horizontally to accommodate natural topography. Assessments (e.g., to verify wall height compliance) shall be measured from finished grade to top of wall and at 10' increments along a wall starting at an end or corner of a wall.

C. Multiple retaining wall tiers: When more than one retaining wall is constructed on a property, a terrace must be created between the top of the lower retaining wall and the base of the upper retaining wall. The terrace separating the two retaining walls must have a minimum horizontal distance equal to 1.5 times the average height of the two adjacent retaining walls. The surface slope of terrace shall not exceed a 5:1 slope gradient (or 20%).

D. IBC compliance, General: All retaining walls shall comply with the city's adopted international building code, except that when any provision of this section conflicts with any provision set forth in the international building code, the more restrictive provision shall apply.

1. Specially, walls over 4' tall (finished grade of the open, non-load bearing/restraining side to the top of the wall) [shall] require a building permit and relevant structural engineering, part of which shall include:

a. The proposed means and methodology for wall drainage; and,

b. Evidence of the ability of the wall to withstand soil bearing pressure.

E. Prohibited location(s): No retaining wall or retaining wall system shall be constructed on a property line, or within a recorded public or municipal easement(s), or, a drainage wash easement area. Further, a minimum of 1' shall be kept between the nearest edge of a footing or base and the closest adjoining property line thereto and a minimum of 3' from a retaining wall face and the closest adjoining property line.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 10.10 Parking, Regarding Commercial Vehicle Parking Code Enforcement.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 10.10 Parking, regarding commercial vehicle parking code enforcement.

BACKGROUND:

The City has had a number of instances in which parties have parked large commercial vehicles in residential zones for long periods of time. These events have caused significant issues for the surrounding properties. Conversely, the City has observed that the parking code as applied to food trucks and food carts is unduly burdensome on small business owners. These code amendments are aimed at addressing these issues to better address the issues related to the parking of commercial vehicles in a residential zone.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

ORD--EMMC 10.10 Parking
EMMC 10.10 Parking - Redlines

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE
MOUNTAIN MUNICIPAL CODE CHAPTER 10.10 PARKING

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 10.10 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 amend the Eagle Mountain Municipal Code Chapter 10.10 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 on the 18th day of June, 2024.

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 the 18th day of June, 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 10.10

PARKING

Sections:

Article III. Commercial, Recreational and Agricultural Vehicles

10.10.090 Definitions.

10.10.100 Parking prohibited on public streets – Exceptions.

Article III. Commercial, Recreational and Agricultural Vehicles

10.10.090 Definitions.

A. “Agricultural vehicle” means a vehicular unit used primarily for the transporting of any farm commodity to or from a farm or the use directly in agricultural production. An agricultural vehicle does not include vehicles that do not directly support farming operations such as personal use vehicles.

B. “Commercial vehicle” means a tractor or motor vehicle exceeding a rated capacity of two and one-half tons, trailer, or semi-trailer used or maintained for the transportation of persons or property that operates:

1. As a carrier for hire, compensation, or profit; ~~or~~
2. As a carrier to transport the vehicle owner’s goods or property in furtherance of the owner’s commercial enterprise. ~~;~~ ~~or~~
3. ~~Notwithstanding the foregoing, As neither~~ a food cart ~~nor~~ a food truck ~~shall be considered a commercial vehicle for purposes of this chapter.~~

C. “Food cart” means a cart:

1. That is not motorized; and
2. That a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.

D. “Food truck” means:

1. A fully encased food service establishment:
 - a. On a motor vehicle or on a trailer that a motor vehicle pulls to transport; and
 - b. From which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption;
2. A food cart; or
3. An ice cream truck.

E. “Front yard” means any property extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot, including, but not limited to, landscaping, and driveway(s). F. “Recreational vehicle” means a vehicular unit other than a mobile home, primarily designed as a temporary dwelling for travel, recreational, or vacation use that is either self-propelled or pulled by another vehicle. “Recreational vehicle” includes:

1. A travel trailer;

2. A camping trailer;
3. A motor home; and
4. A fifth wheel trailer.

10.10.100 Parking prohibited on public streets – Exceptions.

A. It is unlawful to park any:

1. ~~Commercial vehicle~~, Agricultural vehicle, recreational vehicle, or occupied or empty trailer on any public street within a residential zone of the city for a period of time longer than 24 hours;
2. ~~Commercial vehicle on any public street within a residential zone of the city for a period of time longer than 1 hour, except when actually loading or unloading. In no event shall a commercial vehicle be parked on any public street for longer than 8 hours within any 24 hour period;~~
3. Agricultural vehicle, recreational vehicle, or occupied or empty trailer within the front yard area (excluding a paved or gravel driveway) of any residential zone of the city;
4. Agricultural vehicle, recreational vehicle, or occupied or empty trailer on a driveway within 10 feet of a sidewalk (or street if sidewalk is not present);
4. Commercial vehicle on any lot or parcel within any residential zone of the city; **or**
5. Food truck or food cart on a lot or parcel within any residential zone, unless parked on a driveway at least 10 feet from a sidewalk, or, if there is no sidewalk, at least 10 feet from the roadway.

B. Exceptions. This section shall not restrict the temporary parking or stopping of a city vehicle or of a vehicle owned and/or operated by a public utility for the purpose of conducting repairs or related work. This section shall not restrict the temporary parking of vehicles actively used to deliver building supplies and materials to property in any residential zone, nor shall it prohibit the temporary parking of vehicles used while performing work upon property in residential zones.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	UPDATE - Legislative Priorities List		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

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. The attached list includes a description of the issues prioritized, prioritization, status designation, and comments or updates concerning the item.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Legislative Priorities List](#)
[Legislative Priorities List Updates](#)

Legislative Priorities List													Economic	Infrastructure	Reputational	Generative	Environmental	Service E
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	4/2/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion scheduled with Council for 6/18/24,	5/16/2023		City Manager		X		X		
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/16/2024	1/16/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Working on drafting the code.	8/15/2023		Draper						
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Schedule	In Progress	9/30/2024	6/10/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff. Staff is preparing for a Council discussion on June 18 on program elements.	1/3/2023		Strachan						
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff.	8/15/2023		Berrett				X		
2023.018	21	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Do	Long Horizon	<2030	5/14/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North; \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor; and projects making it easier to cross Lehi and Saratoga Springs. Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023		Mumford		X		X		
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	Schedule	In Progress	7/30/2024	1/31/2024	Interns have obtained GPS data of the trails in the Hidden Valley area of the City. Staff is working on next steps for the off-street trails master plan and will provide updates in the near future as to the status.	5/16/2023		Mumford		X				X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	Not Started	12/31/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff.	1/3/2023		Mumford				X		
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Schedule	Not Started	12/31/2024	6/4/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024.	8/15/2023		Mumford						
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	In Progress	4/30/2024	6/10/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in July.	9/19/2023		Larsen				X		

Legislative Priorities List													Economic	Infrastructure	Reputational	Generative	Environmental	Service E
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.024	22	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	Do	In Progress	3/31/2024	6/10/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on July 16th.	5/16/2023		Larsen				X		
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	6/10/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Staff has obtained bids from three consultants for some portions of the GP and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.	5/16/2023		Larsen		X		X		
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	6/10/2024	Staff has a request to the Council to approve (at their June 4th meeting) entering into a contract with Onpoint Insights to provide surveying services for the General Plan. Staff has a kickoff meeting with Openpoint on June 12th.	3/6/2024		Larsen						
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	6/10/2024	Staff has obtained bids from three consultants and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.	3/6/2024		Larsen						
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	6/10/2024	Start in September.	4/2/2024		Larsen						
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024		Larsen						
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.	4/2/2024		Larsen Trusty		X				
20243.001j (was 2023.023 & 2023.049)	24	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	6/10/2024	Staff has obtained bids from three consultants and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.	4/2/2024		Larsen		X		X	X	
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	In Progress	5/31/2024	6/10/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It is on the CC agenda on 6/18/2024.	5/16/2023		Larsen				X		
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023		Larsen				X		

Legislative Priorities List													Economic	Infrastruc	Reputatio	Generatio	Environm	Service Et	
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned							
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	9/19/2023	This has been assigned to a planner and the research/drafting process is beginning.	5/16/2023		Larsen				X			
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	5/14/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has said his work is mostly complete in cataloging properties. A summer intern is currently helping Todd with this project, which should help with completion.	8/15/2023		Larsen				X			
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023		Larsen				X			
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	5/21/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21.	5/16/2023		Weber		X		X	X		
2023.032	24	Irrigation pipe requirements	Currently, we don’t require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	4/30/2024	A report will include proposed upgrades to the system and where it can be implemented. Report expected in June.	5/16/2023		Trusty		X			X		
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2024	5/30/2024	Contractor is on site.	5/16/2023		Trusty		X		X			
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Schedule	In Progress	12/31/2025	5/30/2024	Extension to Eagle Mountain Blvd plans are ready but ROW issues are delaying the project. Completion estimate is pushed a year. City is issuing an RFP on a revised alignment in June.	5/16/2023		Trusty		X		X			
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	5/30/2024	Included in MAG's TIP process (under consideration). The feasibility study funding is recommended but MAG wants us to delay and any RFP until after August 1 when the TIP funding is adopted.	8/15/2023		Trusty		X		X			
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023		Trusty		X					
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Public Works selected OpenGov - Cartegraph software for asset management. Staff working on draft capital asset policy.	5/16/2023		Ruesch		X		X			
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	3/7/2024	Put this on the calendar by May 31 each year.	8/15/2023		Hickman Kofoed Hilton							
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023		Hickman				X	X		
Proposed																			

Legislative Priorities List													Economic	Infrastructure	Reputational	Generative	Environmental	Service E
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.			Strachan Hickman						X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.									
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for	Proposed	-	-						Hickman						X
2023.029	21	Master Plan Process	How can the City Council be involved?	Proposed	-	-		6/12/2024	Need clarification from Council. Is this specific to the various city infrastructure master plans? Or developer-proposed master development plans? (Staff is reviewing the MDP process and will propose code amendments in the near future; also relates to EMMC 2.19.030.J.)			Mumford				X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Evan has created a dashboard that satisfies the majority of this request. It's designed for the economic development community in mind, but can temporarily serve a dual purpose for City Council until OpenGov starts feeding data sufficient for a much more expanded dashboard.			Mumford Berrett				X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.			Mumford						X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.			Mumford				X		
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.			Larsen						
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.			Larsen				X		
Completed																		
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023		Larsen				X		
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen				X		
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen					X	

Legislative Priorities List													Economic	Infrastructure	Reputation	Generative	Environment	Service
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023		Larsen					X	
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023		Larsen		X		X		
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper					X	
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt						
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan						
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023		Larsen					X	
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023		Mumford					X	
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023		Trusty		X				
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.			Strachan					X	

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	In Progress	3/31/2024	5/30/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on June 18.
MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	In Progress	9/30/2024	6/10/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff. Staff is preparing for a Council discussion on June 18 on program elements.
MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	In Progress	5/1/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff.
MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Not Started	12/31/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. The draft LRB report is being reviewed by staff.
MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Not Started	12/31/2024	6/4/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024.
A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	In Progress	4/30/2024	6/10/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in July.
Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	In Progress	3/31/2024	6/10/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on July 16th.
General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	In Progress	8/31/2025	6/10/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Staff has obtained bids from three consultants for some portions of the GP and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
General Plan Update	Survey Data and Outline to the City Council	High Priority	In Progress	6/30/2024	6/10/2024	Staff has a request to the Council to approve (at their June 4th meeting) entering into a contract with Onpoint Insights to provide surveying services for the General Plan. Staff has a kickoff meeting with Openpoint on June 12th.
General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	In Progress	9/30/2024	6/10/2024	Staff has obtained bids from three consultants and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.
General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Not Started	6/30/2025	6/10/2024	Start in September.
GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	In Progress	12/31/2024	6/10/2024	Staff has obtained bids from three consultants and are preparing to bring a recommendation (June 18th) to the Council for which consultant to use.
Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	In Progress	5/31/2024	6/10/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It is on the CC agenda on 6/18/2024.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	DISCUSSION - Moderate Income Housing Plan Strategy Discussion: Mortgage Assistance Program		
ITEM TYPE:	Discussion		
FISCAL IMPACT:	TBD		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Cliff Strachan, Admin

PRESENTED BY:

Cliff Strachan, Director of
Legislative Affairs

RECOMMENDATION:

BACKGROUND:

Chapter Nine, Moderate Income Housing, in the General Plan identifies "five (5) moderate income housing strategies are action items for achieving the overall goal and the objectives and were chosen from the strategies identified in UCA§10-9a403(2)(b) (iii). STRATEGY 2 reads: "Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."

Noting that "public employees, including teachers, firefighters, police, city employees, and others, often ... find it difficult to afford to live in the same city in which they work" the adopted strategy indicates a commitment to help these types of employees by creating a program.

Actions/measures mentioned in the strategy include:

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

ITEMS FOR CONSIDERATION:

Staff will present for consideration a rubric of program elements used elsewhere and requests Council direction thereto.

LRB is still finalizing its report on housing sustainability, but the draft does discuss down payment assistance and employee housing assistance programs.

REQUIRED FINDINGS:**PLANNING COMMISSION ACTION/RECOMMENDATION:****ATTACHMENTS:**



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JUNE 18, 2024

TITLE:	Fiscal Year 2024 Fraud Risk Assessment		
ITEM TYPE:	Communication Item		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Kimberly Ruesch, Admin

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

In 2020 the Office of the State Auditor implemented a program designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of the identified best practices. The Assessment is not a replacement or duplication of the internal control assessment performed by an independent auditor as part of a financial statement audit. While they are both risk assessments, their methodologies and purposes are distinct. The assessment is performed internally each year and provided to the Council before the end of the fiscal year.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Eagle Mountain City's risk level falls within the "Low" category.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Fraud Risk Assessment

Continued

*Total Points Earned: ____/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?	X	200
2. Does the entity have governing body adopted written policies in the following areas:	X	
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	---	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	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 (training.auditor.utah.gov) within four years of term appointment/election date?	X	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?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?	---	20
9. Does the entity have a formal audit committee?	X	20

*Entity Name: Eagle Mountain City

*Completed for Fiscal Year Ending: 06/30/2024 *Completion Date: 06/13/2024

*CAO Name: _____ *CFO Name: Kimberly Ruesch

*CAO Signature: _____ *CFO Signature: 

*Required



Tentative Upcoming Agenda Items for City Council Information

July 2, 2024 – City Council:

Discussion – Commercial Water Rights Requirements
Discussion – Lower Tickville Wash
Discussion – Bonnell Lot Split
Discussion – Amendment related to 2.05 Organizational Structure
Agreement with Identity Signs for Six Wayfinding Signs – Resolution
City Brand & Marketing Playbook Amendments – Resolution
Consolidated Fee Schedule – Resolution
Public Hearing – Off-Street Shared Parking Agreements for Non-Single Family – Ordinance
Public Hearing – Residential Zoning Definitions – Ordinance

July 16, 2024 – City Council:

Vote on Creation of New School District, Ballot Measure
Tract Monte Vista Development Agreement – Ordinance

August 6, 2024 – City Council:

Firefly IFFP/IFA – Water, Sewer, Transportation, and Storm Drain – Ordinance

Other Projects in Progress:

Amended/Restated Rodeo Grounds Lease Agreement with Pony Express Events
Local Building Authority meeting (to adopt bylaws)
Purchase Agreements for northern ROW of Old Airport Road.
Strategic Planning Retreat/Conference
Zoning Code Amendments:

- Hotel, Motel, B&B – Code Amendment – Ordinance
- Residential Zone Bonus Density Entitlements – Ordinance
- Drive-Thru Regulations – Ordinance
- Clarifications to Agr. Zone, Comm Storage Zone, and Industrial Zone – Ordinance
- Second Kitchens/Kitchenettes – Ordinance

City Website – Update
Consideration of a Demonym

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