



EAGLE MOUNTAIN CITY COUNCIL MEETING

May 17, 2022, 4:00 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

- 1.A UPDATE - City Administrator Items
- 1.B UPDATE - Camp Williams ACUB & Sentinel Landscape
- 1.C DISCUSSION - Neighborhood Improvement
- 1.D DISCUSSION - Master Transportation Plan by Horrocks Engineers, Inc.

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. INTRODUCTION

- 7.A 2022 Eagle Mountain Rodeo Royalty

8. PUBLIC COMMENTS

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

9. CITY COUNCIL/MAYOR'S ITEMS

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

10. APPOINTMENTS

10.A Senior Citizens Advisory Council

1. Sandra Ring - Completing a 4-year Term through December 2025

CONSENT AGENDA

11. AGREEMENTS

- 11.A License Agreement - Bird Rides, Inc.
Proposed Bird License Agreement
Eagle Mountain Bird Ride Summary
Eagle Mountain Heat Maps
Existing Temporary License Agreement

12. BID AWARDS

- 12.A Eagle Mountain Boulevard Widening Construction - WW Clyde

13. BOND RELEASES

- 13.A Lone Tree Phase F, Plat 2 - Into Warranty
Bond Release Letter
Recorded Plat

14. MINUTES

- 14.A May 3, 2022 Minutes - Regular City Council Meeting
05.03.2022 City Council Minutes - DRAFT

15. RESOLUTIONS

- 15.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for New Asphalt Seal Coats, Road Closures, and Construction Water Fees.
RES--Consolidated Fee Schedule - Asphalt Seal Coat, Road Closures, Construction Water Fees
Consolidated Fee Schedule Redlines
- 15.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving and Adopting Community-specific Arm Patches for Unified Fire Authority Firefighter Uniforms in Eagle Mountain.
RES--UFA Eagle Mountain Division Patch

UFA Eagle Mountain Division Patch Options

- 15.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Form of the Non-BQ Lease/Purchase Agreement with ZMFU II, Inc., Salt Lake City, Utah, and Authorizing the Execution and Delivery Thereof.
RES--Mini Excavator Lease Purchase Agreement
ZMFU, II Inc. Lease Purchase Agreement
- 15.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Employee Policies and Procedures Manual for Bereavement Leave.
RES--Policies and Procedures - Bereavement Leave
Policies and Procedures Redlines

SCHEDULED ITEMS

16. ORDINANCES/PUBLIC HEARINGS

- 16.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Annexing an Area of Approximately 161 Acres, Commonly Known as the Gardner Farms Annexation.

BACKGROUND: *(Presented by Director of Administrative Services/City Recorder Fionnuala Kofoed)* A petition for annexation was submitted to the Recorder's Office on February 14, 2022. The annexation is approximately 161 acres and is located directly west of Eagle Mountain Boulevard and south of Wride Memorial Highway. The City Recorder certified the annexation and provided notice to the City Council on March 29, 2022, which initiated the 30-day protest period. A notice was sent to affected entities on March 31, 2022, and no protests were filed with the Utah County Boundary Commission. As such, the City Council can approve or deny the annexation following a public hearing. If approved, the property would be zoned Agriculture.

ORD--Gardner Farms Annexation
Annexation Plat
Annexation Petition
Annexation Policy Plan Boundary Map
2018 General Plan

- 16.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed amendment eliminates the minimum garage size requirement for single-family and duplex units in order to align Municipal Code with Utah State Code 10-9a-534.

ORD--EMMC 17.25 Residential Zones - Garage Size Requirements
EMMC 17.25 Amendment Options

- 16.C **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone.**

BACKGROUND: *(Presented by Assistant City Administrator/Community Development Director Steve Mumford)* The proposed ordinance amends the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone, extending the automatic repeal date and modifying uses and development standards.

ORD--EMMC 17.48 Regional Technology and Industry Overlay Zone
EXHIBIT--RTI Overlay Amendments
RTI Overlay Expansion Support Letter

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

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* State statute requires that the City Council hold a public hearing on the tentative budget and that the budget be adopted by June 30. The tentative budget was accepted by the City Council on May 3, 2022. The final budget will be adopted on June 21, 2022 and will be the document that governs the expenditures for FY 2022-2023.

FY 2023 Tentative Budget

17. ORDINANCE

- 17.A **ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 8.20 Fireworks.**

BACKGROUND: *(Presented by City Attorney Jeremy Cook)* The proposed ordinance repeals and replaces Chapter 8.20 of Eagle Mountain Municipal Code. The discharge of state approved fireworks is prohibited in Eagle Mountain City at all times except during approved dates and times (see attached Ordinance). The City Council may by resolution designate certain areas within the City where fireworks are prohibited or impose other restrictions on the discharge of fireworks. A person is guilty of an infraction, punishable by a fine of up to \$1,000, if the person discharges fireworks outside the legal discharge dates and times or in an area where fireworks are prohibited. This item was presented to the City Council on May 3, 2022 and was tabled to modify the language in the proposal.

18. CITY COUNCIL/MAYOR'S BUSINESS

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

19. CITY COUNCIL BOARD LIAISON REPORTS

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

20. COMMUNICATION ITEMS

20.A Financial Report

[Budget Executive Summary](#)

20.B Upcoming Agenda Items

[CI--Upcoming Agenda Items](#)

21. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 12th day of May, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	UPDATE - Camp Williams ACUB & Sentinel Landscape		
ITEM TYPE:	Presentation		
FISCAL IMPACT:			
APPLICANT:	Todd Black		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and Recreation

PRESENTED BY:

Paul Raymond - Camp Williams

RECOMMENDATION:

BACKGROUND:

Paul Raymond would like an opportunity to speak with City Council concerning the ACUB (Army Compatible Use Buffers) properties and Sentinel Landscape initiatives. He has been working closely with Todd Black, the City's Wildlife Biologist / Environmental Planner. He requests 15-20 minutes of presentation/discussion with the City Council.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	DISCUSSION - Neighborhood Improvement		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford

RECOMMENDATION:

BACKGROUND:

In various locations throughout the city where residential lots are adjacent to city-owned natural open space some property owners have extended their landscaping improvements, onto the city property, without purchasing property or obtaining permission from the City, unofficially increasing their useable yard space. In some cases homeowners have even placed structures or other improvements on the city property (gazebos, driveways, patios, in-ground trampolines, fences, etc.). They essentially have increased their lot size and perceived value without paying for the additional property. It should be noted, however, that these areas are generally unimproved areas with native landscaping (including weeds). Most of these areas have not been programmed with funding for improvement or landscaping from the City and the timing of any improvements is unknown.

We will discuss examples of encroachment throughout the city, a draft encroachment agreement that would allow for some basic landscaping improvements, and a plan for enforcement of structures and permanent improvements. We would like your feedback and direction prior to finalizing these items/processes and prior to moving forward with enforcement, as enforcement actions will most certainly generate complaints from those who have spent a lot of money making these improvements on City property.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	License Agreement - Bird Rides, Inc.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	None		
APPLICANT:	Bird Rides, Inc.		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Admin

PRESENTED BY:

Steve Mumford

RECOMMENDATION:

This agreement will continue to provide the residents with a service and provide the City with valuable data. If too many problems/issues arise from the scooters, we can easily terminate the agreement with 30 days notice. We recommend approval of the proposed agreement.

BACKGROUND:

Following a successful 11-month pilot program of providing stand-up electric scooters in the city for rent by residents and visitors, the electric scooter company, Bird, is proposing a license agreement to continue to provide these scooters throughout the city. The City Attorney has modified their proposed license agreement, which includes the following regulations:

- Scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths.
- Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths.
- Users of Stand-up electric scooters shall be 18 or older.
- Bird shall provide easily visible contact information on each scooter for members of the public to make relocation requests or to report other issues with devices.
- Scooters will be made available to rent from 4 a.m. to midnight.
- Bird will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

- Bird will provide data to the City as necessary to assist with monitoring program usage.
- Bird will hold the City harmless against all actions, damages or claims brought against the City arising out of Bird's negligence or willful misconduct.
- Bird must hold liability insurance.
- We propose a 3-year agreement, terminating on May 1, 2025. Either party may terminate this agreement at any time and without cause upon 30 days prior written notice.
- A 10 cents per ride administrative fee, to be paid quarterly to the City, to cover time for contract review, employees having to stop to move scooters when necessary, etc.

Bird has provided the City with data and some additional information, which is attached to this report.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Proposed Bird License Agreement](#)
[Eagle Mountain Bird Ride Summary](#)
[Eagle Mountain Heat Maps](#)
[Existing Temporary License Agreement](#)

LICENSE AGREEMENT

Bird Rides, Inc.

This License Agreement (this "Agreement") is entered into as of the ____ day of May, 2022, by and between Eagle Mountain City, a Utah municipality with its principal place of business located at 1650 Stagecoach Run, Eagle Mountain, Utah 84005 (the "City") and Bird Rides, Inc., Delaware corporation with its principal offices located at 406 Broadway #369, Santa Monica, CA 90401 ("Bird") to provide services under the following terms and limitations. This agreement shall remain in effect until May 1, 2025 unless terminated as set forth below.

AGREEMENT

1. **Scope.** This Agreement and its terms apply to any deployment of a Stand-Up Electric Scooter (hereafter a "Scooter") sharing system within Eagle Mountain City's jurisdictional boundaries by Bird. Bird shall not deploy a Scooter sharing system in the City in violation of this Agreement.

2. **Regulations.** Scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of stand-up electric scooters who violate these provisions may be fined by Eagle Mountain consistent with fines for cyclists. Nothing in this Agreement shall prohibit the City from adopting additional generally applicable rules or regulations regarding the use of stand-up electric scooters in the City or exclude Bird from existing rules or regulations regarding the use of Scooters in the City.

3. **Contact Information.** Bird shall provide easily visible contact information, including tollfree phone number and/or e-mail address on each Scooter for members of the public to make relocation requests or to report other issues with devices.

4. **Hours of Operation.** Scooters will be made available to rent only from 4 a.m. to midnight (local time).

5. **Administrative Fee.** Bird shall pay Eagle Mountain ten (10) cents per ride to cover administrative costs, payable on a quarterly basis.

6. **Safety Education.** Bird will provide materials, videos, signage to promote safe

riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7. **Data Sharing.** Bird will provide data to the City as necessary to assist with monitoring program usage.

8. **Indemnification.** Bird agrees to indemnify, defend and hold harmless Eagle Mountain City, and its employees, agents and affiliates from and against all actions, damages or claims brought against City arising out of Bird's negligence or willful misconduct or the City allowing Bird to operate Scooters within the City, except that Bird's indemnification obligation shall not extend to claims of City's negligence or willful misconduct. Bird's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. Eagle Mountain's right to indemnification shall be contingent on City notifying Bird promptly following receipt or notice of any claim; Bird shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird. City expressly acknowledges that in no event shall Bird be liable to City for any special, indirect, consequential or punitive damages in any claim brought by City against Bird.

9. **Insurance.** Bird shall provide City with proof of insurance coverage exclusively for the operation of Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10. **Notices.** All notices and communications to the City from Bird shall be made in writing (includes electronic communications) and sent the City Recorder at the address above.

11. **Termination.** Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12. **Independent Contractor.** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship

13. **Independent Providers.** The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of Utah.

BIRD RIDES, INC.

Signature

Print Name: _____

Title: _____

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

ATTEST:

City Recorder

BIRD SCOOTERS - EAGLE MOUNTAIN DATA (JUNE 2021 - APRIL 2022)

DATE	TOTAL DISTANCE TRAVELED (MILES)	AVERAGE DISTANCE TRAVELED (MILES)	RIDES	RIDES PER SCOOTER	AVERAGE RIDE DURATION (MINS)	UNIQUE RIDERS	RIDES PER RIDER
TOTAL	7,001.99	1.65	3,600	0.67	15.21	1,833	1.87
6/10/2021	33.86	2.12	16	0.8	21.2	10	1.6
6/11/2021	41.61	1.39	30	1.15	14.5	14	2.1
6/12/2021	102	2.43	42	1.56	32.6	13	3.2
6/13/2021	20.24	1.56	13	0.62	13.5	8	1.6
6/14/2021	26.45	1.39	19	1	14.5	9	2.1
6/15/2021	10.85	0.9	12	0.67	12.3	7	1.7
6/16/2021	30.54	2.35	13	0.93	19.9	7	1.9
6/17/2021	37.3	1.96	19	1.36	16	11	1.7
6/18/2021	14.6	1.83	8	0.62	15.3	4	2
6/19/2021	35.67	2.74	13	1	22.5	6	2.2
6/20/2021	5.71	0.63	9	0.75	9.5	5	1.8
6/21/2021	13.9	4.63	3	0.3	31.3	2	1.5
6/22/2021	2.73	1.37	2	0.29	19.8	2	1
6/23/2021	25.74	0.64	40	4	9.5	13	3.1
6/24/2021	24.54	1.64	15	1.36	19.9	3	5
6/25/2021	6.4	0.8	8	0.62	9.2	3	2.7
6/26/2021	7.08	1.42	5	0.56	20.7	2	2.5
6/27/2021	15.72	2.62	6	0.75	22.3	4	1.5
6/28/2021	13.09	1.19	11	1	12.8	9	1.2
6/29/2021	5.47	0.91	6	0.55	16	4	1.5
6/30/2021	1.3	1.3	1	0.13	12.7	1	1
7/1/2021	8.63	1.08	8	1.33	32.6	3	2.7
7/2/2021	48.69	1.87	26	2.36	25.4	16	1.6
7/3/2021	23.46	1.07	22	1.83	14.1	11	2
7/4/2021	12.59	0.97	13	1.08	11.9	8	1.6
7/6/2021	1.18	1.18	1	0.33	14	1	1
7/7/2021	6.1	2.03	3	0.43	12.5	1	3
7/8/2021	4.06	0.51	8	0.4	6.2	2	4
7/9/2021	20.98	3	7	0.27	21.4	4	1.8
7/10/2021	20.02	1.43	14	0.67	16.7	6	2.3
7/11/2021	12.07	0.8	15	0.83	15.9	11	1.4
7/12/2021	8.73	0.79	11	0.65	12.4	9	1.2
7/13/2021	18.04	1.39	13	0.81	17	5	2.6
7/14/2021	10.34	0.69	15	1	9.3	7	2.1
7/15/2021	5.04	0.84	6	0.38	12.2	3	2
7/16/2021	48.83	2.12	23	1.05	21.8	10	2.3
7/17/2021	45.5	1.01	45	1.8	9.8	14	3.2
7/18/2021	38.52	1.28	30	1.36	12	13	2.3
7/19/2021	113.01	3.9	29	1.32	32.2	8	3.6
7/20/2021	135.11	3.38	40	1.82	32.7	11	3.6
7/21/2021	74.36	3.1	24	1.41	28.1	5	4.8

7/22/2021	81.09	4.05	20	0.91	45.6	5	4
7/23/2021	167.49	3.35	50	2.17	35.9	17	2.9
7/24/2021	51.71	2.35	22	1.05	20	11	2
7/25/2021	40.46	1.84	22	1.16	16.1	10	2.2
7/26/2021	39.07	1.5	26	1.37	17.2	11	2.4
7/27/2021	29.64	1.65	18	1.06	12.7	12	1.5
7/28/2021	17.52	1.17	15	0.79	8.9	6	2.5
7/29/2021	52.38	2.1	25	1.25	19.8	16	1.6
7/30/2021	47.92	1.84	26	1.24	11.3	9	2.9
7/31/2021	68.96	2.22	31	1.41	18.8	14	2.2
8/1/2021	47.87	3.42	14	0.78	25.8	9	1.6
8/2/2021	24.28	1.73	14	0.82	15.1	10	1.4
8/3/2021	27.37	2.49	11	0.52	19.5	6	1.8
8/4/2021	53.26	5.33	10	0.45	39.8	6	1.7
8/5/2021	20.95	1.9	11	0.69	13.1	7	1.6
8/6/2021	135.04	3.97	34	2	30.1	14	2.4
8/7/2021	48.9	1.96	25	1.09	14.3	13	1.9
8/8/2021	130.66	2.84	46	1.84	23.7	15	3.1
8/9/2021	76.08	2.62	29	1.16	18.6	15	1.9
8/10/2021	59.79	2.85	21	0.91	23.6	9	2.3
8/11/2021	87.85	2.58	34	1.79	23.8	14	2.4
8/12/2021	84.24	2.9	29	1.53	22.1	16	1.8
8/13/2021	73.91	2.64	28	1.22	17.5	14	2
8/14/2021	69.79	2.49	28	0.97	21	16	1.8
8/15/2021	60.33	2.51	24	1.14	26.4	15	1.6
8/16/2021	93.96	2.61	36	1.89	18.5	16	2.3
8/17/2021	8.12	1.16	7	0.39	10.9	4	1.8
8/18/2021	5.04	1.26	4	0.27	10.9	4	1
8/19/2021	12.84	0.86	15	1.15	7.8	6	2.5
8/20/2021	77.39	2.42	32	2	21.4	11	2.9
8/21/2021	104.72	2.49	42	2	18.6	13	3.2
8/22/2021	41.66	1.67	25	1.25	15.4	12	2.1
8/23/2021	42.89	2.14	20	0.91	19.5	11	1.8
8/24/2021	39.57	1.47	27	1	10.5	14	1.9
8/25/2021	92.1	1.92	48	2.09	15.3	19	2.5
8/26/2021	27.91	1.86	15	0.68	15.7	8	1.9
8/27/2021	94.49	2.42	39	1.95	22.7	11	3.5
8/28/2021	103.22	3.56	29	1.53	27.4	14	2.1
8/29/2021	86.4	3.09	28	1.33	22.3	13	2.2
8/30/2021	41.52	3.19	13	0.68	20.6	7	1.9
8/31/2021	32.61	2.33	14	0.64	15.1	8	1.8
9/1/2021	12.5	1.56	8	0.31	11.6	6	1.3
9/2/2021	6.37	1.27	5	0.29	24.2	4	1.3
9/3/2021	104.71	4.76	22	1.38	36.5	14	1.6
9/4/2021	72.29	2.13	34	1.89	17.7	11	3.1
9/5/2021	77.52	4.56	17	0.94	33.8	6	2.8
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9/23/2021	11.87	1.08	11	0.85	6.5	5	2.2
9/24/2021	31.69	1.76	18	1.64	19.1	8	2.3
9/25/2021	56.6	1.89	30	1.25	17.9	18	1.7
9/26/2021	62.16	3.45	18	0.64	33.4	13	1.4
9/27/2021	17.67	1.47	12	0.46	12.9	10	1.2
9/28/2021	25.8	2.35	11	0.61	21.6	5	2.2
9/29/2021	21.79	2.42	9	0.47	20.3	6	1.5
9/30/2021	37.55	1.79	21	0.88	15.4	5	4.2
10/1/2021	20.41	2.04	10	0.43	14	6	1.7
10/2/2021	17.07	1.9	9	0.45	13.8	4	2.3
10/3/2021	65.85	3.66	18	0.78	30.9	8	2.3
10/4/2021	14.56	0.97	15	0.6	10.7	6	2.5
10/5/2021	3.03	0.61	5	0.26	5.6	4	1.3
10/6/2021	12.27	1.12	11	0.79	9.1	6	1.8
10/7/2021	8.19	0.68	12	0.86	5.2	7	1.7
10/8/2021	12.71	1.16	11	0.85	13.4	6	1.8
10/9/2021	46.56	1.61	29	1.61	22.9	12	2.4
10/10/2021	82.43	2.36	35	1.3	20.7	16	2.2
10/11/2021	0.65	0.65	1	0.03	4.5	1	1
10/12/2021	5.03	1.26	4	0.17	15.5	4	1
10/13/2021	10.16	0.92	11	1	11.9	5	2.2
10/14/2021	41.79	2.79	15	1.25	20.5	10	1.5
10/15/2021	10.77	1.54	7	0.41	13.1	6	1.2
10/16/2021	11.62	0.77	15	0.88	10.4	4	3.8
10/17/2021	65.06	2.17	30	0.94	14.8	17	1.8
10/18/2021	6.08	1.01	6	0.18	11.5	4	1.5
10/19/2021	10.93	0.73	15	0.63	5.2	8	1.9
10/20/2021	30	1.76	17	0.81	17.9	9	1.9
10/21/2021	36.03	1.57	23	0.68	13.8	14	1.6
10/22/2021	13.12	1.46	9	0.27	13.1	5	1.8
10/23/2021	15.79	1.58	10	0.48	15.9	4	2.5

10/24/2021	6.39	2.13	3	0.14	17.3	3	1
10/25/2021	37.05	3.37	11	0.38	25.3	8	1.4
10/26/2021	12.29	0.88	14	0.61	8.5	7	2
10/27/2021	33.13	1.33	25	0.81	11	13	1.9
10/28/2021	30.75	1.23	25	0.68	11.1	12	2.1
10/29/2021	60.57	3.03	20	0.74	21.7	11	1.8
10/30/2021	38.08	2.54	15	0.58	29.2	6	2.5
10/31/2021	57.81	1.93	30	1.03	15.8	12	2.5
11/1/2021	15.34	1.28	12	0.4	9.2	9	1.3
11/2/2021	9.72	0.97	10	0.34	7.6	9	1.1
11/3/2021	56	3.29	17	0.55	23.8	10	1.7
11/4/2021	20.39	1.46	14	0.5	15.5	8	1.8
11/5/2021	37.21	1.38	27	0.84	10.6	12	2.3
11/6/2021	45.7	2.86	16	0.43	24.1	10	1.6
11/7/2021	33.61	2.8	12	0.35	20.8	5	2.4
11/8/2021	7.06	1.01	7	0.26	11.8	5	1.4
11/9/2021	7.6	0.84	9	0.41	7.9	6	1.5
11/10/2021	18.55	1.43	13	0.59	13	8	1.6
11/11/2021	4.31	1.08	4	0.2	12	4	1
11/12/2021	24.59	1.76	14	0.7	13.2	10	1.4
11/13/2021	24.62	1.89	13	0.45	18.1	9	1.4
11/14/2021	33.85	2.26	15	0.42	22.4	9	1.7
11/15/2021	3.04	1.01	3	0.1	5.4	3	1
11/16/2021	25.22	1.8	14	0.54	16.1	6	2.3
11/17/2021	12.68	1.27	10	0.4	8.5	7	1.4
11/18/2021	3.9	0.98	4	0.17	9.2	4	1
11/19/2021	9.84	1.09	9	0.53	7.1	4	2.3
11/20/2021	48.16	1.61	30	1.5	16.1	10	3
11/21/2021	6.46	1.29	5	0.19	8.9	3	1.7
11/22/2021	14.45	1.81	8	0.3	25.5	5	1.6
11/23/2021	5.93	0.85	7	0.3	6.2	5	1.4
11/24/2021	8.16	1.17	7	0.3	17.2	4	1.8
11/25/2021	16.56	1.18	14	0.56	12.8	11	1.3
11/26/2021	13.52	2.25	6	0.3	23.7	5	1.2
11/27/2021	13.25	1.47	9	0.64	12.5	6	1.5
11/28/2021	14.25	1.43	10	0.59	10.1	7	1.4
11/29/2021	11.89	1.19	10	0.48	10.3	5	2
11/30/2021	5.8	0.97	6	0.38	6	3	2
12/1/2021	22.71	2.06	11	0.58	21.4	6	1.8
12/2/2021	15.13	1.08	14	0.47	32	5	2.8
12/3/2021	9.67	0.97	10	0.34	9.4	5	2
12/4/2021	8.24	0.75	11	0.48	8	8	1.4
12/5/2021	5.26	1.05	5	0.2	8.6	3	1.7
12/6/2021	6.21	1.04	6	0.3	6.4	2	3
12/7/2021	6.93	1.73	4	0.25	12.8	4	1
12/8/2021	9.59	0.96	10	0.45	7.5	7	1.4
12/9/2021	2.13	0.71	3	0.19	4.9	3	1

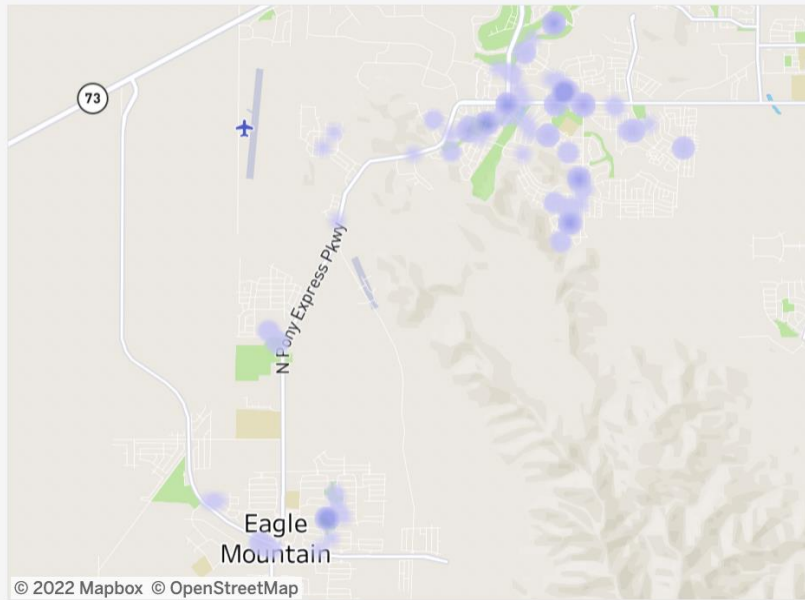
12/10/2021	2.5	1.25	2	0.22	18	2	1
12/11/2021	6.77	1.35	5	0.45	9.5	4	1.3
12/12/2021	3.78	1.26	3	0.19	8.8	3	1
12/13/2021	9.38	4.69	2	0.18	88.9	2	1
12/14/2021	5.5	0.61	9	1.5	6.2	5	1.8
12/15/2021	1.65	0.41	4	0.57	3.1	2	2
12/16/2021	1.84	0.61	3	0.33	5.1	2	1.5
12/17/2021	2.57	0.64	4	0.29	5.6	2	2
12/18/2021	4.65	0.78	6	0.33	15.3	2	3
12/19/2021	1.89	0.95	2	0.2	4.8	1	2
12/20/2021	1.62	0.81	2	0.14	4.3	2	1
12/21/2021	2.74	0.55	5	0.23	3.3	2	2.5
12/22/2021	5.26	1.75	3	0.25	19.8	2	1.5
12/23/2021	13.37	1.49	9	1.29	13	6	1.5
12/24/2021	0.65	0.65	1	0.1	3	1	1
12/25/2021	3.08	0.77	4	0.5	8.9	3	1.3
12/26/2021	2.74	0.69	4	0.33	7	3	1.3
12/27/2021	5.83	0.97	6	0.3	22.3	4	1.5
12/28/2021	2.87	0.57	5	0.33	5.8	3	1.7
12/30/2021	1.08	0.54	2	0.17	2.5	1	2
12/31/2021	0.19	0.19	1	0.17	4	1	1
1/1/2022	0.35	0.35	1	0.5	3.8	1	1
1/2/2022	0.74	0.74	1	0.5	3.8	1	1
1/3/2022	2.41	0.6	4	0.8	4	4	1
1/4/2022	1.66	0.83	2	0.18	6.1	2	1
1/5/2022	3.45	3.45	1	0.07	43	1	1
1/6/2022	2.5	1.25	2	0.13	5.9	1	2
1/7/2022	4.61	1.15	4	0.27	9	3	1.3
1/8/2022	5.63	1.88	3	0.18	18.4	2	1.5
1/9/2022	3.74	1.25	3	0.21	8.4	3	1
1/10/2022	7.82	1.3	6	0.4	7.6	4	1.5
1/11/2022	3.53	1.77	2	0.18	12.2	2	1
1/12/2022	4.49	2.25	2	0.33	19.5	2	1
1/13/2022	2.61	1.31	2	0.25	6.9	1	2
1/14/2022	4.84	0.61	8	0.62	4.4	4	2
1/15/2022	5.98	1.99	3	0.21	14.2	2	1.5
1/16/2022	5.66	1.42	4	0.31	13.5	3	1.3
1/17/2022	2.61	0.87	3	0.23	10.5	3	1
1/18/2022	0.66	0.66	1	0.07	3.3	1	1
1/19/2022	26.56	2.66	10	0.83	31.9	4	2.5
1/20/2022	9.79	1.63	6	0.35	10.2	3	2
1/21/2022	1.89	0.95	2	0.1	6.5	2	1
1/22/2022	0.87	0.44	2	0.1	6.9	2	1
1/23/2022	8.61	1.44	6	0.29	17.2	4	1.5
1/24/2022	9.16	0.83	11	0.65	5.8	4	2.8
1/25/2022	0.2	0.2	1	0.05	2.1	1	1
1/26/2022	10.48	1.31	8	0.33	13.4	4	2

1/27/2022	4.6	1.15	4	0.27	6.7	2	2
1/28/2022	22.67	2.83	8	0.73	36.9	4	2
1/29/2022	5.01	0.72	7	0.47	5.9	2	3.5
1/30/2022	4.92	0.62	8	0.4	6.5	6	1.3
1/31/2022	7.11	1.19	6	0.24	7.1	3	2
2/1/2022	4.97	1.24	4	0.24	7.4	2	2
2/2/2022	4.21	1.4	3	0.3	15.6	2	1.5
2/3/2022	2.27	0.57	4	0.29	9.2	2	2
2/5/2022	2.59	1.3	2	0.08	49.7	1	2
2/6/2022	25.68	3.67	7	0.41	34.4	3	2.3
2/7/2022	5.62	1.87	3	0.38	11.2	2	1.5
2/8/2022	2.46	0.82	3	0.19	8.6	3	1
2/9/2022	18.5	3.08	6	0.26	23	3	2
2/10/2022	0.62	0.31	2	0.08	2.6	2	1
2/11/2022	16.63	2.77	6	0.23	20.1	6	1
2/12/2022	1.07	0.36	3	0.14	2.3	2	1.5
2/13/2022	28.74	3.59	8	0.44	33.7	4	2
2/14/2022	15.45	1.55	10	0.71	14.2	6	1.7
2/15/2022	11.7	1.17	10	0.59	17	6	1.7
2/16/2022	6.63	0.66	10	0.42	5.9	4	2.5
2/17/2022	2.54	1.27	2	0.08	6	1	2
2/18/2022	13.35	2.23	6	0.26	15	4	1.5
2/19/2022	10.75	1.19	9	0.47	12.1	5	1.8
2/20/2022	27.58	1.72	16	0.8	17.3	11	1.5
2/21/2022	2.34	1.17	2	0.12	8.3	2	1
2/22/2022	7.07	1.77	4	0.44	10	4	1
2/24/2022	1.19	1.19	1	0.17	7.4	1	1
2/25/2022	6.66	1.33	5	0.83	17	5	1
2/26/2022	5.77	1.15	5	0.63	13	5	1
2/27/2022	0.34	0.34	1	0.09	1.9	1	1
2/28/2022	1.75	0.58	3	0.2	6.8	3	1
3/1/2022	9.72	1.39	7	0.41	13.4	3	2.3
3/2/2022	10.89	1.82	6	0.35	14.2	4	1.5
3/3/2022	4.69	1.17	4	0.16	7.1	2	2
3/4/2022	6.33	1.58	4	0.21	12.6	4	1
3/6/2022	0.5	0.25	2	0.4	5.5	2	1
3/7/2022	3.3	1.1	3	0.75	5.3	2	1.5
3/8/2022	2.2	1.1	2	0.25	11.5	1	2
3/9/2022	0	0	1	0.07	1.8	1	1
3/10/2022	3.4	1.13	3	0.33	10.5	1	3
3/11/2022	9.1	3.03	3	1	59	1	3
3/12/2022	9.09	1.82	5	0.45	17.6	3	1.7
3/13/2022	2.28	1.14	2	0.1	5.2	1	2
3/14/2022	7.32	2.44	3	0.2	63.1	2	1.5
3/15/2022	4.3	1.43	3	0.38	7.5	1	3
3/16/2022	12.42	1.55	8	0.67	10.3	5	1.6
3/17/2022	9.95	1.99	5	0.25	20.3	3	1.7

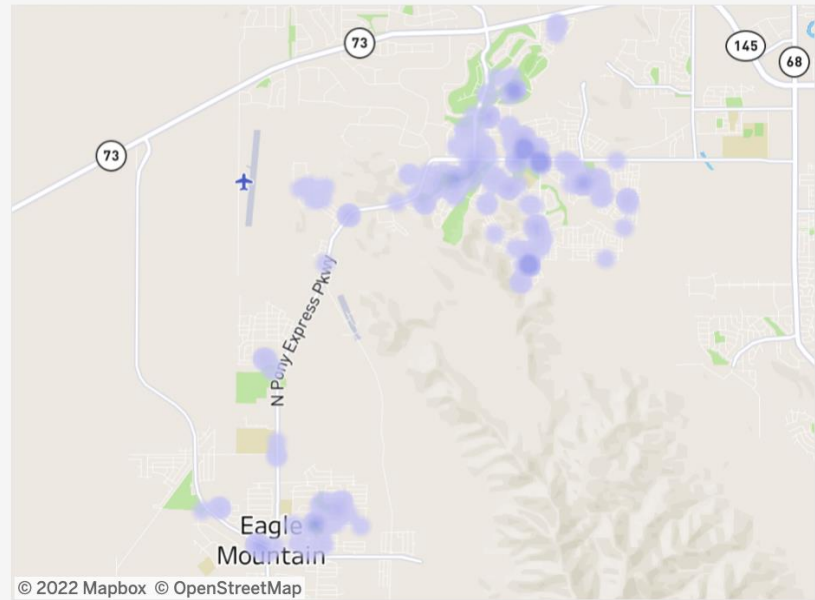
3/18/2022	16.44	0.97	17	1	8.6	6	2.8
3/19/2022	3.73	1.87	2	0.13	14.3	2	1
3/20/2022	1.89	0.95	2	0.13	4.6	1	2
3/21/2022	3.92	1.31	3	0.33	13.8	1	3
3/22/2022	2.72	0.91	3	0.75	6	1	3
3/23/2022	15.13	1.51	10	1.25	13.5	8	1.3
3/24/2022	6.43	1.29	5	0.36	9.8	3	1.7
3/25/2022	44.6	1.94	23	1.53	19.7	16	1.4
3/26/2022	55.04	2.39	23	1.53	18.9	12	1.9
3/27/2022	5.16	0.86	6	0.35	6.6	4	1.5
3/28/2022	6.95	0.99	7	0.39	7.4	5	1.4
3/29/2022	10.76	1.79	6	0.46	10	4	1.5
3/30/2022	4.9	0.98	5	0.45	10.9	3	1.7
3/31/2022	5.43	1.81	3	0.21	19.1	2	1.5
4/1/2022	18.04	1.8	10	0.83	13.7	4	2.5
4/2/2022	21.14	2.11	10	1	16.3	4	2.5
4/3/2022	44.76	3.44	13	0.87	39.4	9	1.4
4/4/2022	3.68	1.23	3	0.18	7.8	2	1.5
4/5/2022	2.44	0.81	3	0.25	4.3	3	1
4/6/2022	8.32	4.16	2	0.18	23.6	2	1
4/7/2022	6.73	1.12	6	0.35	12.9	4	1.5
4/8/2022	28.93	2.89	10	0.71	20	5	2
4/10/2022	1.55	0.52	3	0.25	7.3	2	1.5
TOTAL	7,001.99	1.65	3,600	0.67	15.21	1,833	1.87
DATE	TOTAL DISTANCE TRAVELED (MILES)	AVERAGE DISTANCE TRAVELED (MILES)	RIDES	RIDES PER SCOOTER	AVERAGE RIDE DURATION (MINS)	UNIQUE RIDERS	RIDES PER RIDER

Eagle Mountain Heat Maps - Ride Start and End Locations (June 2021 – April 2022)

Ride Start Heat Map



Ride End Heat Map



TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "**Agreement**") is entered into as of the 19th day of May, 2021, by and between Eagle Mountain City, a Utah municipality with its principal place of business located at 1650 Stagecoach Run, Eagle Mountain, UT 84005 (the "**City**") and Bird Rides, Inc., a Delaware corporation with its principal offices located at 406 Broadway #369, Santa Monica, CA 90401 ("**Bird**") to provide services under the following terms and limitations. This agreement shall remain in effect until May 1, 2022 unless terminated as set forth below.

AGREEMENT

- 1) **Scope.** This Agreement and its terms apply to any proposed deployment of a Stand-Up Electric Scooter (hereafter a "**Scooter**") sharing system within Eagle Mountain City's jurisdictional boundaries by Bird. Bird shall not deploy a Scooter sharing system in the City in violation of this Agreement.
- 2) **Regulations.** Scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of stand-up electric scooters who violate these provisions may be fined by Eagle Mountain consistent with fines for cyclists. Nothing in this Agreement shall prohibit the City from adopting additional generally applicable rules or regulations regarding the use of stand-up electric scooters in the City, or exclude Bird from existing rules or regulations regarding the use of Scooters in the City.
- 3) **Scooter Locations.** Bird shall provide a map showing the possible locations of initial deployment of Scooters after charging (the "**Deployment Map**"). The City shall review and approve the Deployment Map, and any changes to the Deployment Map, and Bird shall only deploy Scooters consistent with the Deployment Map. City may eliminate locations from the Deployment Map at any time.
- 4) **Speed Limitations.** To the extent possible, Bird shall cooperate with the City to limit or govern the possible speed of the Scooters on certain public trails or rights-of-ways.
- 5) **Contact Information.** Bird shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Scooter for members of the public to make relocation requests or to report other issues with devices.
- 6) **Hours of Operation.** Scooters will be made available to rent from 4 a.m. to midnight (local time).
- 7) **Minimum Launch.** Bird shall provide a minimum of 50 vehicles at launch.

8) **Safety Education.** Bird will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

9) **Data Sharing.** Bird will provide data to the City as necessary to assist with monitoring program usage.

10) **Indemnification.** Bird agrees to indemnify, defend and hold harmless Eagle Mountain City, and its employees, agents and affiliates from and against all actions, damages or claims brought against City arising out of Bird's negligence or willful misconduct, except that Bird's indemnification obligation shall not extend to claims of City's negligence or willful misconduct. City expressly acknowledges that in no event shall Bird be liable to City for any special, indirect, consequential or punitive damages. Bird's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. Eagle Mountain's right to indemnification shall be contingent on City notifying Bird promptly following receipt or notice of any claim; Bird shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird.

11) **Insurance.** Bird shall provide City with proof of insurance coverage exclusively for the operation of Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

12) **Notices.** All notices and communications to the City from Bird shall be made in writing (includes electronic communications) and sent the City Recorder at the address above.

13) **Termination.** Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

14) **Independent Contractor.** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

15) **Independent Providers.** The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

15) **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of Utah.

Eagle Mountain City

Bird Rides, Inc.

Signed By:

Signature:

Print Name:

Title:

Tom Westmountain
Tom Westmountain
Mayor

DocuSigned by:

Signature:

Print Name:

Title:

Austin Marshburn

628F71F77A40484...

Austin Marshburn

Head of City & University Partnerships

ATTEST:

BY:

Janet B. K. Smith
CITY RECORDER





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	Eagle Mountain Boulevard Widening Construction - WW Clyde		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$9,034,844.75 (approximately 1 M of this total amount was previously approved by Council for materials)		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council award a bid to WW Clyde for the Eagle Mountain Boulevard Widening project and authorize the Mayor to execute the contract.

BACKGROUND:

Eagle Mountain staff have worked with CRS Engineers and WW Clyde to provide a CM/GC bid procurement for the widening of Eagle Mountain Boulevard. This process has a contractor, WW Clyde, working with the design engineer early in the project to help evaluate the needs and identify risks that both the city and the contractor could potentially face in the construction phase of the project. It is the intent of this process to allow the City to complete a project in a shorter time frame than typical and the City's goal in doing this was to ensure that the project would be completed this calendar year.

In order to ensure that the bid received from WW Clyde for construction services was inline with going rates and competitive compared to other similar projects, the City also hired ICE as an outside consultant to review the construction proposal costs and ensure that the prices fall within a reasonable range comparable to what would be expected in an open bidding format.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



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

Wednesday, April 13, 2022

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

SUBJECT: Lone Tree phase F plat 2 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

SURVEYOR'S CERTIFICATE I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.		Feb. 18, 2022 DATE	AARON D. THOMAS (SEE SEAL BELOW)		
BOUNDARY DESCRIPTION Beginning at a point located North 89°15'07" West along section line 1021.07 feet from the Northeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence South 0°44'53" West, a distance of 542.82 feet; thence along the northerly boundary of Lone Tree at Circle Five Ranch Phase F Plat "1" the following six courses and distances: 1) North 89°15'07" West, a distance of 54.08 feet; 2) South 01°38'58" West, a distance of 58.01 feet; 3) North 88°21'02" West, a distance of 190.89 feet; 4) North 68°18'32" West, a distance of 53.00 feet; 5) along the arc of a 426.50 feet curve to the left through a central angle of 05°55'34" for 44.11 feet (chord bears South 18°43'41" West, 44.09 feet); 6) North 74°14'06" West, a distance of 145.76 feet; thence North 01°38'23" East along the easterly boundary of Sunset Ridge Phase A Plats 1 and 2 a distance of 499.05 feet; thence East, a distance of 42.46 feet; thence North 43°58'06" East, a distance of 73.94 feet; thence North, a distance of 29.62 feet; thence South 89°15'07" East along section line, a distance of 349.27 feet to the point of beginning. Containing 257,269 square feet or 5.906 acres, more or less. BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE					
EAGLE MOUNTAIN CITY PLAT DEDICATION We, the undersigned owners of all the real property depicted on this plat and described in the surveys certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof. OWNER(S): PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S) EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION We, the undersigned owners of all the real property depicted on this plat and described in the surveys certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof. OWNER(S): PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S) ACKNOWLEDGMENT On the <u>30</u> day of <u>March</u>, 20<u>22</u>, personally appeared before me the undersigned the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners. MY COMMISSION EXPIRES: <u>12-15-23</u> <u>709307</u> COMMISSION NUMBER <u>Brian Rammell</u> PRINTED FULL NAME OF NOTARY ACCEPTANCE BY LEGISLATIVE BODY THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS <u>03</u> DAY OF <u>April</u> 20<u>22</u>. APPROVED BY MAYOR APPROVED BY CITY ATTORNEY APPROVED BY ENGINEER (SEE SEAL BELOW) ATTEST BY CITY RECORDER (SEE SEAL BELOW) <tr><td colspan="3"> FINAL PLAT 2 LONE TREE AT CIRCLE FIVE RANCH PHASE F SUBDIVISION LOCATED IN THE NE QUARTER OF SEC 25, TOWNSHIP 5S, RANGE 2W, S.L.B.&M. EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH SCALE: 1" = 40 FEET Clerk-Recorder Seal 53583:2022 Map # 18316 ANDREA ALLEN UTAH COUNTY RECORDER 2022 Apr 29 12:14 pm FEE \$6.00 BY CH RECORDED FOR EAGLE MOUNTAIN CITY </td></tr>			FINAL PLAT 2 LONE TREE AT CIRCLE FIVE RANCH PHASE F SUBDIVISION LOCATED IN THE NE QUARTER OF SEC 25, TOWNSHIP 5S, RANGE 2W, S.L.B.&M. EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH SCALE: 1" = 40 FEET Clerk-Recorder Seal 53583:2022 Map # 18316 ANDREA ALLEN UTAH COUNTY RECORDER 2022 Apr 29 12:14 pm FEE \$6.00 BY CH RECORDED FOR EAGLE MOUNTAIN CITY		
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LOT FRONTAGE WIDTHS	
Lot #	Width (ft)
201	55.39
202	55.25
203	63.75
204	65.55
205	66.07
206	55
207	55
208	55
209	87.87
210	70.07
211	55.05
212	55.05
213	55.05
214	55.05
215	55.44
216	57.23
217	60.97
218	61.07

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	426.50	44.11	5°55'34"	44.09	S 18°43'41" W
C2	426.50	20.01	2°41'16"	20.01	N 17°6'32" E
C3	426.50	24.11	3°14'18"	24.10	N 20°4'19" E
C4	426.50	31.28	4°12'8"	31.27	N 23°47'32" E
C5	426.50	38.72	5°12'5"	38.70	N 28°29'38" E
C6	426.50	70.00	9°24'12"	69.92	N 28°23'34" E
C7	400.00	65.65	9°24'12"	65.57	N 28°23'34" E
C8	373.50	61.30	9°24'12"	61.23	N 28°23'34" E
C9	373.50	61.07	9°22'5"	61.00	N 28°22'30" E
C10	373.50	0.23	0°27"	0.23	N 31°4'37" E
C11	353.00	11.25	1°49'36"	11.25	N 50°10'52" E
C12	353.00	49.49	8°21"	49.45	N 25°15'4" E
C13	353.00	57.23	9°17'23"	57.17	N 16°35'22" E
C14	353.00	53.61	8°42'3"	53.55	N 7°35'40" E
C15	353.00	171.59	27°51'2"	169.90	N 17°10'9" E
C16	326.50	158.71	27°51'2"	157.15	N 17°10'9" E
C17	300.00	145.83	27°51'2"	144.39	N 17°10'9" E
C18	300.00	16.53	3°9'27"	16.53	N 29°30'57" E
C19	300.00	63.75	12°10'29"	63.63	N 21°50'58" E
C20	300.00	15.03	2°52'13"	15.03	N 14°19'37" E
C21	300.00	50.52	9°38'53"	50.46	N 8°4'5" E
C22	473.50	20.40	2°28'8"	20.40	N 2°0'34" E
C23	500.00	21.55	2°28'8"	21.54	N 2°0'34" E
C24	526.50	22.69	2°28'8"	22.69	N 2°0'34" E

PHASE F - PLAT 2 CALCULATIONS

TOTAL ACREAGE:	5.91 ACRES
BUILDABLE ACREAGE:	5.91 ACRES
TOTAL ACREAGE IN LOTS:	3.43 ACRES
RIGHT-OF-WAY AREA:	0.73 ACRES
TOTAL OPEN SPACE:	1.74 ACRES
TOTAL IMPROVED OPEN SPACE:	1.74 ACRES
AVERAGE LOT SIZE:	8,310 SF/0.19 ACRES
LARGEST LOT SIZE:	13,781 SF/0.32 ACRES
SMALLEST LOT SIZE:	5,500 SF/0.13 ACRES
OVERALL DENSITY:	3.05 LOTS/ACRE
TOTAL # OF LOTS:	18 LOTS



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

May 3, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Tyler Maffitt, Communications Manager; Embret Fossum, UFA Battalion Chief; and B.J. Eccles, Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Mack Straw, Public Utilities Manager; Valenzuela, Human Resource Manager; and Chas Glenn, Administrative Assistant.

Mayor Westmoreland called the meeting to order at 4:12 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

General

- The City extends deep sympathies to the families involved in the recent tragedy and our hope that the community can rally around all of them. Please slow down, pay attention to our signage, and stay alert so that we can save lives.
- Passport acceptance has been approved and will be further discussed with the tentative budget.

Communications

- Due to the changing nature of lawn watering in Eagle Mountain and throughout the state, residents are likely to run into some confusion regarding lawn watering. The City's education campaign is being relatively well received and staff will continue our Wait to Water and Water Wise campaigns through the summer.
- Work is nearly complete on the revised City events page. Changes may be viewed here: <https://eaglemountaincity.com/cityevents/>.
- Staff and legal are working on code amendments to the City's events ordinance in EMMC 12.30.010 and EMMC 12.30.070 to provide clearer language on free speech and to outline City policy for appropriate products and vendors.

- Eagle Mountain City will be meeting with Tooele Army Depot May 10th to discuss noise from open detonations and more information will be forthcoming.

Planning Department

- Requests for proposals are being drafted for architectural design review services to assist with the update to commercial and multifamily design standards; the Bike and Pedestrian Master Plan; and small area plans for the Overland MidValley Business Village, Northeast/Gateway Business Park area, and Regional Commercial and Employment Center.

Wildlife/Environmental Planning

- Todd Black, the City's Wildlife Biologist and Environmental Planner, is working hard on preservation of natural washes and working closely with Camp Williams and the State for preservation of property in the wildlife migration corridor, among other projects.
- Expect a presentation/update from Camp Williams and Todd Black at a future City Council meeting concerning the preservation efforts around Camp Williams.

Building Department

- Certificates of occupancy have been issued for an additional building at Strides Equine Therapy and Serenity Spa.
- Commercial building permits have been issued for Atlas Tower, UFA Station 251, The Place at Parkway, and Montessori Preschool.
- Residential Growth: In April, 130 new residential permits issued – 43% in the north and 57% in the south service areas. The monthly average is 125 permits per month this fiscal year. This will be the City's second highest fiscal year ever, slightly lower than last year, but still significantly higher than other years

Neighborhood Improvement

- Officers have been helping with neighborhood cleanups and coordinating dumpsters for neighborhoods, especially for tumbleweed cleanup.

Water

- Well 1 is repaired and flushing has taken place. The well was sampled today for bacteria and the well will be back in our system soon.
- Tank 5 was approved to be put back in service.
- All tanks are full right now; however, the City will continue to push for residents to wait to water, both when it rains, as well as to be aware of conditions when watering is not needed.
- The contractor is currently working on the Golf Course Well rehabilitation and is preparing a plan.

Wastewater

- The City has been told that the fan press is further delayed an additional 30 days due to supply chain issues and is now expected in June.

Parks

- Observatory at Walden Park: The City received the funding from Utah Valley University. Staff is searching for an architect to design and engineer the structure to house the telescopes. The anticipated plan is to construct a building similar to one at the Stansbury Observatory as soon as possible.
- Trails Master Plan Update: Staff is working on drafting an RFP to solicit interested and qualified firms to update the master trail networks in the community. This would specifically include hiking, biking, equestrian, OHV trails, and more.
- Smith Ranch Community Park: Staff has completed most of the landscape and construction documents for Smith Ranch Community Park. Staff had a kickoff meeting with Spohn Ranch who will be designing the skatepark in this area. It is anticipated that it will be around an 8-week period for design and construction documents to be completed. During this process, staff will solicit feedback from interested stakeholders as to what types of design they would like to see in the park. After this process is completed, the City will put the project to bid and bring the approval forward to the City Council.
- Cory Wride Park: Staff made improvements to the baseball fields by adding a rubber mat along the backstops in the baseball field. The main purpose of this project is the help keep the infield dirt on the field. Over the years and with the high winds, several tons of dirt have moved off the fields. This is an attempt to keep the material on the fields and help keep the interior of the baseball fields looking clean.
- Arbor Day Planting: Staff worked with residents in the Sage Valley neighborhood to complete a tree planting project April 27, 2022, in recognition of Arbor Day. Park staff and several residents were able to plant trees in this area. This was a great way to celebrate the day and helps the City fulfill one of the requirements of the Tree City USA program.
- Community Cleanup Event: Thank you to all the staff and residents that attended the community cleanup event on April 25, 2022. Volunteers assisted in cleaning portions of the City and several dumpsters of waste disposed of during the event.

Engineering

- Kenny Seng is expecting to complete the widening at Trailhead Road this week, weather permitting. Then they will look to complete the turn pockets at Bobby Wren and Solo Street. After those projects are complete, construction will begin on Mid Valley Road and on lengthening the left turn lane at Ranches Parkway and Pony Express Parkway.
- WW Clyde will be doing some exploratory work on Eagle Mountain Boulevard on Thursday and Friday in preparation for the widening project. There will be lane restrictions during this time.
- The construction contract for the Eagle Mountain Boulevard widening will be on the next City Council agenda.
- The updated Master Transportation Plan is nearly complete and will be presented to the City Council at an upcoming City Council meeting.

Streets

- The 2022 crack seal project has been delayed due to inclement weather and will now be completed in May.

2. AGENDA REVIEW

11. AGREEMENTS

11.A. AGREEMENT – 7-Eleven Sign Agreement

Councilmember Curtis confirmed with staff that the Planning Commission had not and was not required to review the agreement. He raised concern and wanted to verify the sign is in compliance, as it has not been reviewed by the City's land use authority and inquired regarding the electronic component of the sign. He recommended adding the approved sign location to the agreement.

Senior Planner Tayler Jensen explained that the sign complies with City standards and illumination requirements. The reason for the agreement is to allow the sign to be placed in the City's right-of-way. An exhibit in the agreement illustrates the approved location for the sign.

Councilmember Burnham requested clarification regarding the 180-day period to relocate the sign, if the City requires the applicant to do so.

City Attorney Jeremy Cook stated the timeframe allows ample time for the relocation of the sign which would likely only occur due to roadwork or other circumstances. The timeframe should consider the cost and size of the sign.

Councilmember Gray suggested amending the relocation timeframe from 180 days to 90 or 120 days.

Applicant representative Michelle Hoffman believed the impacted parties would be amenable to a reasonable relocation timeframe, less than the proposed 180 days.

Mr. Cook recommended a relocation timeframe of 60 to 90 days with the expectation that the City would provide as much time as possible if a project is contemplated.

Discussion ensued regarding the appropriate relocation time frame and relocation provisions for other signs permitted in the right-of-way. The Council determined to amend the relocation timeframe from 180 days to 90 days.

12. BID AWARDS

12.A. City Hall Shingle Roof Replacement – Mountain Valley Construction

Councilmember Burnham asked why the roof was in need of replacement. Fleet and Facilities/Operations Director Jeff Weber explained that many roof tiles have gone bad.

Councilmember Wright recommended that the City Council include design standards as a part of a Facilities Master Plan and that repairs and upgrades to existing structures are incorporated.

14. CHANGE ORDERS

14.A. Eagle Mountain Boulevard Change Order #1 – WW Clyde

Councilmember Gray noted he examined the item and is satisfied with the necessity of the project and the change order.

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the 2022 Mountainland Association of Governments Pre-Disaster Mitigation Plan.

Councilmember Curtis expressed concern with the climate change components in the plan and the City being beholden to the County with implementation of some of the elements in the plan.

Mountainland Association of Government representative Shauna Mecham explained the adoption of the plan makes the City eligible to receive Federal Emergency Management Agency (FEMA) funds in the case of an emergency, and also allows the City to apply for mitigation grants. FEMA required climate change considerations to be included in the plan; however, the City is not required to implement the associated strategies. Utah County is already addressing many of the areas contemplated in the climate change strategies related to drought and fire. The plan is updated every five years with new data and strategies.

15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Waiving Fees and Other Requirements for July 4 and July 24 Celebrations.

Councilmember Curtis suggested the City encourage residents to engage in alternative celebrations rather than traditional firework ignition.

Mayor Westmoreland supported Councilmember Curtis' recommendation and wanted to explore other options and promotion methods.

17. 7-ELEVEN

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning a Portion of Utah County Parcels 38:685:0001 and 38:685:0002 from Open Space to Community Commercial for a 7-Eleven.

Mr. Jensen presented the item. The request is for a rezone of portions of parcels 38:685:0001 and 38:685:0002 to the CC Zone and a site plan for a 7-Eleven at the intersection of Campus Drive and Ranches Parkway. The requested zone is appropriate within the Community Commercial designation, complies with the General Plan, is compatible with surrounding uses, is not anticipated to overburden the City's service capacity, and is not expected to have a significant impact on surrounding property values.

As the project is not adjacent to any residential or agricultural zones, no screening is required. 7-Eleven has access onto both Ranches Parkway and Campus Drive, and the site plan provides two

stub connections from the parking lot to the parcel to the east. The access onto Ranches Parkway is a right-in, right-out with no acceleration or deceleration lane currently shown. Staff has been working with 7-Eleven and the property owner to the east to coordinate cross-access between the parking lots; currently two matching accesses are shown. The proposed site plan has adequate parking and paved locations to accommodate off-street truck loading. The building location, entrance, and parking are consistent with other gas stations within Eagle Mountain. The Planning Commission recommended approval of the proposed elevations. The project complies with parking and dark sky lighting standards.

Gas stations are required to meet the special use standards including that they will not cause traffic hazards or undue traffic congestion. By utilizing a right-in, right-out configuration off of Ranches Parkway and having a full access on Campus Drive, the site is not anticipated to cause any undue traffic congestion. There is significant traffic concern in this area, but this traffic condition is currently existing and is not tied to this development. Gas stations are not big traffic generators, and a case can be made that the 7-Eleven will be reducing the amount of traffic that has to turn across Ranches Parkway to enter the existing gas station in that location. The project meets the other special use standard requirements for gas stations per EMMC 17.75.062.

This project has been on hold for over nine months while a traffic study was performed. The results of the study show the intersection of Campus Drive and Ranches Parkway operating at a level of service (LOS) E/F prior to any additional projects along Campus Drive. The City has worked with Hales Engineering on a Traffic Study to find solutions to traffic in the area. The traffic study recommends the construction of a High-T intersection and a light at Stonebridge Lane and Ranches Parkway as a long-term mitigation solution. These improvements will likely be City projects paid for through impact fees or other funding sources. Hales Engineering recommends a potential interim solution of removing medians along Ranches Parkway and pushing left-turn movements inside, which would allow for better visibility and turn movements. The High-T intersection will be needed by 2024 and is included in the draft impact fee facilities plan.

Discussion ensued supporting the removal of the median as a temporary traffic mitigation and possibly expediting the High-T intersection construction.

Councilmember Wright raised concern with the maneuverability and access of the site for fuel delivery trucks and the impacts of an additional access onto Ranches Parkway. Councilmember Curtis concurred and is expressed concern regarding traffic backing up in the area.

Councilmember Love stated her preference for multiple options to enter and exit the site.

Discussion ensued regarding potential routes, truck access and options, and the frequency of fuel deliveries.

Assistant City Administrator/Community Development Director Steve Mumford clarified that although the City does not have spacing standards for business driveway entrances from traffic signals, the recommended distance from residential driveways is a minimum of 50 feet from the intersection.

Discussion ensued regarding potential traffic obstacles and the feasibility of additional mitigation measures.

Councilmember Curtis expressed concern that the approval of the project would cause safety hazards. Councilmember Love stated she feels that the safety hazards already exist due to existing and approved projects in the area. She advocated for the City to move forward with the proposed traffic mitigation methods as soon as possible to address the needs of the area as a whole and possibly funding the project through impact fees.

Councilmember Wright noted that gas stations require special use approval and feels that a gas station will exacerbate traffic issues more than other use types. He encouraged the Council to balance supporting economic growth with considerations of resulting negative impacts on residents.

Councilmember Burnham suggested removing the median on Campus Drive to allow for separate lefthand and righthand turn lanes and removing a portion of the landscaped area on the north side of Campus Drive to allow for additional stacking length.

Councilmember Love noted that residents are likely to visit the gas station most convenient to their route and the second gas station may result in improved traffic flow by reducing the number of left turns out of the Maverik parking lot.

Mr. Mumford explained the traffic study concluded that the intersection is already operating at a failing level of service and additional traffic will worsen the issues.

Discussion ensued regarding the recommendation that the applicant widen the intersection to provide dedicated right and left turn lanes and widening Campus Drive to accommodate additional stacking.

Councilmembers Love and Curtis advocated requiring architectural features on all four sides of the building due to the visibility of the back of the building.

18. BROWNS MEADOW

18.A. MOTION – Browns Meadow Preliminary Plat

Planning Manager Robert Hobbs presented the item. The request is for a preliminary plat for 37 residential lots on 43.133 acres. A rezone to RD1 was approved on March 8, 2022, and the preliminary plat was tabled. The Planning Commission and the City Council expressed a desire for the northern area of the project adjacent to existing properties to have a minimum lot size of two acres. The current proposal does not address the need for a collector road and provides four 1.5-acre lots on the north edge of the project, rather than buffering all neighboring properties with two-acre lots. The applicant believes that the neighbors are amenable to their new plat design, especially with their proposed six-foot concrete fencing.

City connectivity standards only allows for cul-de-sacs when there are special conditions on the property. Fire standards allow no more than 30 units off of a single access point. The preliminary plat will be divided into two phases and the final eight lots would be completed once the second access is provided. The Future Land Use and Transportation Master Plan Map indicates an east-to-west collector road through the project which is excluded from the preliminary plat.

Discussion ensued regarding the following items:

- Relocating the east-to-west road to the south border of the project and expanding the road to a collector width;
- Comparisons between the Future Land Use and Transportation Map and the Pole Canyon Master Development Plan;
- The number of residents expected for the area and anticipated traffic patterns; and
- Providing flexibility in lot size transitioning requirements to incorporate the road.

20. ORDINANCES

20.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone. ****DISCUSSION ITEM ONLY****

Mr. Mumford presented the item. The zone has an automatic sunset date of May 31, 2022 with the intent to evaluate its effectiveness. The RTI Overlay Zone has been a valuable economic development tool for the City to attract large technology and industrial businesses. The approval process in the RTI Overlay has been indicated by major companies including Meta, Tyson, and Google as a key reason for selecting a site in Eagle Mountain. The overlay zone has given Eagle Mountain an economic development edge over competing cities.

Councilmembers Burnham, Wright, and Mayor Westmoreland worked with staff to address the following concerns the Council expressed in previous discussions:

- The zone's expiration date;
- Undesirable and incompatible uses;
- City Council Liaison to the Development Review Committee;
- Preference to attract higher paying jobs;
- Lack of public process;
- Temporary uses;
- Setbacks and building height;
- Truck traffic;
- Road standards; and
- Exterior building materials.

Discussion ensued regarding road width standards within the RTI Overlay Zone.

20.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 8.20 Fireworks.

Councilmember Love suggested adding standards found in Utah Code 15A-5-202.5(b) to Municipal Code. The State code addresses permitting municipalities to prohibit fireworks in “mountainous, brush-covered, forest-covered, or dry grass-covered areas; within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; and the wildland urban interface area.”

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:24 p.m.

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Lianne Pengra, Chief Deputy Recorder; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Kimberly Ruesch, Finance Director; Embret Fossum, UFA Battalion Chief; and B.J. Eccles, Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Mack Straw, Public Utilities Manager; Jeff Weber, Fleet and Facilities/Operations Director; Tyler Maffitt, Communications Manager; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Pro Tempore Love called the policy session to order at 7:10 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Burnham led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Applications for the Pony Express Days Parade Grand Marshal are now being accepted. Residents can locate the nomination form on City social media. Our Events Department is also accepting applications for the Entertainment Stage at Pony Express Days. Residents wishing to showcase their talent are encouraged to sign-up for a one-hour time slot. More information can be learned by emailing events@emcity.org.
- The Eagle Mountain Skate Park, located at 4593 Eagle Mountain Blvd, is closed until Monday, May 16th. The presence of graffiti has led to the closure. The City is hoping to reopen the skate park soon.

- Eagle Mountain residents are asked to voluntarily reduce their lawn watering during the spring and summer months. Due to Utah's historic drought conditions, saving on water can not only help conserve the state's water resources, but also assist resident's bottom line. More information on proper watering techniques can be found at eaglemountaincity.com/waterconservation.
- To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

Councilmember Love read the following statement from the City:

Last night, two young and innocent lives were lost. Families were devastated. It is difficult to express the collective sadness in the aftermath of this horrific loss and others that are still very recent. There is more that will be discussed at a later date, but for now, we will observe a moment of silence out of respect for these families and their grief, and encourage everyone to do what we can to increase our efforts to keep precious lives safe.

The City Council and those in attendance observed a moment of silence.

7. PUBLIC COMMENTS

Mayor Pro Tempore Love opened public comment at 7:16 p.m.

Jason Harris with Fieldstone Homes stated they are about to move forward with the existing approved plan for the Eagle Heights Village subdivision. He requested the Council allow them to be able to divide the duplexes with a lot line to allow them to be sold rather than rented. He beseeched the Council to entertain discussions on ways to make the product more attractive. Regardless, they will build a product to meet the demands of the housing shortage.

Mayor Pro Tempore Love closed public comment at 7:20 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis

Councilmember Curtis thanked the meeting participants.

Councilmember Burnham

Councilmember Burnham expressed appreciation for the people in attendance.

Mayor Pro Tempore Love

Mayor Pro Tempore Love thanked the first responders for their service and staff members that assisted with tumbleweed clean-up efforts. She expressed appreciation to residents that step forward to help and serve when the City faces challenges and tragedies.

Councilmember Wright

Councilmember Wright welcomed the meeting participants both from within and outside the community and thanked them for their input. He recognized the first responders, the City Administrator, City Recorder, and senior staff for their service.

Councilmember Gray

Councilmember Gray noted the opportunity he had to attend the Utah League of Cities and Towns conference and expressed appreciation for the efforts by the League and City staff to work through issues. He invited residents to attend the Pony Express Events Rodeo Queen contest is this Saturday, May 7. He echoed appreciation expressed to staff.

9. RECOGNITION

9.A. Matt Everett – Community Service

Councilmember Curtis recognized Matthew Everett for his service to the community including serving on the Planning Commission for over nine years and as a Board Member with the Eagle Mountain Chamber of Commerce.

9.B. EDCUtah Development Ready Community Presentation for Eagle Mountain City

Alan Rindlisbacher with Economic Development Corporation of Utah presented Economic Development Director and Eagle Mountain City a certification as a Development Ready Community.

9.C. Lianne Pengra – Certified Municipal Clerk

Utah Municipal Clerks Association representatives Tangee Sloan, Alicia Fairbourne, and Wendy Downs presented Chief Deputy Recorder Lianne Pengra with her Certified Municipal Clerk certificate.

10. APPOINTMENTS

10.A. Parks and Recreation Advisory Board

MOTION: *Councilmember Wright moved to appoint Melissa MacPherson to the Parks and Recreation Advisory Board filling a three-year term through December 2025. Councilmember Gray seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***
☒ ***Colby Curtis***
☒ ***Jared Gray***
☒ ***Carolyn Love***
☒ ***Brett Wright***

Those Voting No

☐ ***Donna Burnham***
☐ ***Colby Curtis***
☐ ***Jared Gray***
☐ ***Carolyn Love***
☐ ***Brett Wright***

Those Absent

☐ ***Donna Burnham***
☐ ***Colby Curtis***
☐ ***Jared Gray***
☐ ***Carolyn Love***
☐ ***Brett Wright***

The motion passed with a unanimous vote.

City Recorder Fionnuala Kofoed administered the Oath of Office to Ms. MacPherson.

CONSENT AGENDA

11. AGREEMENTS

11.A. AGREEMENT – 7-Eleven Sign Agreement

12. BID AWARDS

12.A. City Hall Shingle Roof Replacement – Mountain Valley Construction

13. BOND RELEASES

13.A. Eagle Point Phase J, Plat 3 – Into Warranty

13.B. Harmony Phase A, Plat 5 – Into Warranty

13.C. McCoy Place – Out of Warranty

14. CHANGE ORDERS

14.A. Eagle Mountain Boulevard Change Order #1 – WW Clyde

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the 2022 Mountainland Association of Governments Pre-Disaster Mitigation Plan.

15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Waiving Fees and Other Requirements for July 4 and July 24 Celebrations.

16. MINUTES

16.A. April 19, 2022 – Regular City Council Meeting

MOTION: *Councilmember Curtis moved to approve the consent agenda, amending item 11.A. Sign Lease Agreement section 4 Notice of Termination from 180 days to 90 days written notice, and that the location of the sign be included as an exhibit. Councilmember Gray seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

☒ ***Jared Gray***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

Those Absent

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

SCHEDULED ITEMS

17. 7-ELEVEN

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning a Portion of Utah County Parcels 38:685:0001 and 38:685:0002 from Open Space to Community Commercial for a 7-Eleven.

Items 17.A. and 17.B. were presented and discussed concurrently.

Senior Planner Tayler Jensen reviewed the item as presented during work session.

Applicant Ryan Forsyth said they recognize and are sensitive to the importance of traffic and pedestrian safety in relation to the project. He supports the proposed solutions and feels it is an appropriate use for the location. Separate gas stations servicing northbound and southbound traffic will reduce traffic pressure and lefthand turns.

Mayor Pro Tempore Love opened the public hearing at 7:57 p.m.

Bart Gardiner stated as a business owner near the location, he is concerned with the decreased aesthetics of the area, the loss of the green space, traffic, and infrastructure costs to citizens. He feels the gas station will negatively impact the value and increase his liability.

Brain Koka advocated maintaining the small-town feel of the City while allowing growth. He expressed concern with increased traffic to Stonebridge Lane from this and other new businesses and the resulting safety hazards. He requested a traffic light be installed at the intersection of Stonebridge Lane and Ranches Parkway prior to approval of additional commercial uses.

Alexis Hicks submitted an email opposed to the rezone due to concerns with traffic generation, access requirements, and stated she believes the project does not meet the necessary requirements.

Joe Terburg with Maverick expressed concern that a High-T intersection will limit access and traffic flow in the intersection, will decrease their return on investment, and will negatively impact their patrons and employees.

Mayor Pro Tempore Love closed the public hearing at 8:06 p.m.

Discussion ensued regarding traffic flow patterns planned for the High-T intersection, clarifying that the installation of a High-T intersection and light at Stonebridge Lane are independent from this project, and scheduling discussions with impacted property owners.

Councilmember Burnham stated that in addition to the traffic mitigation measures recommended in the staff report, the median on Campus Drive should be removed and the lane widened at the expense of the applicant to accommodate dedicated right and left turn lanes.

Councilmember Gray said he is concerned with the feasibility of the project due to the number of concessions and difficulties encountered.

Councilmember Wright concurred with the sentiments shared by Councilmember Gray. The project fails to meet the Municipal Code requirements that gas stations are only permitted where they will not cause traffic hazards or undue traffic congestions, and the access requirements including acceleration and deceleration lanes. He advocated for removing the access on Campus Drive and tabling the project until traffic mitigation measures are in place.

Discussion ensued regarding the following:

- Benefits and concerns with the proposed right-in, right-out access on Ranches Parkway;
- The impact of the approval of the rezone on potential traffic mitigation options for the area prior to determining the preferred solutions;
- Traffic mitigation options other than the High-T intersection;
- Discussions with impacted business owners regarding the best traffic mitigation measures;
- Applicants suffering the consequences of previous City decisions and existing conditions that unreasonably delay projects; and
- Any use type at the location requiring additional traffic mitigation.

Mr. Forsyth reiterated that he feels the use type will reduce traffic pressure and improve traffic flow by allowing an option on each side of Ranches Parkway.

MOTION: *Councilmember Curtis moved to table a rezone for a portion of Utah County Parcels 38:685:0001 and 38:685:0002. Councilmember Wright seconded the motion.*

Those Voting Yes

☒ Donna Burnham
☒ Colby Curtis
☒ Jared Gray
☒ Carolyn Love
☒ Brett Wright

Those Voting No

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Absent

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

The motion passed with a unanimous vote.

17.B. MOTION – 7-Eleven Site Plan

MOTION: *Councilmember Curtis moved to table the 7-Eleven site plan. Councilmember Gray seconded the motion.*

Those Voting Yes

Those Voting No

Those Absent

☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

18. BROWNS MEADOW

18.A. MOTION – Browns Meadow Preliminary Plat

Planning Manager Robert Hobbs reviewed the item as presented during work session.

Applicant representative Howard Schmidt stated they have met with all the neighboring property owners to the north. They have included communications from those property owners demonstrating they are agreeable to the amended proposal. The norther portion of the property is too narrow for two-acre lots. The addition of a collector road complicates the configuration, especially due to the inability to front homes on a collector road. He disagrees with interpreting the transition standards to apply to parcels due to the ability for parcels to be subdivided in the future. He stated that the Pole Canyon developers intend to develop one-acre lots to the west of their development.

Applicant representative Brett Lovell read a letter from Hale Engineering stating a 50-foot rural right-of-way is appropriate for the area.

Councilmember Curtis verified with the applicant that the Hales Engineering recommendation was based upon assumption of the approval of the new Pole Canyon plan and not in accordance with the currently approved plan.

Mayor Pro Tempore Love recognized Elizabeth Lebrecht and allowed her to make public comment.

Ms. Lebrecht said she would most benefit from an increased setback; however, the setbacks on one-acre and two-acre properties are the same. She suggested the six-foot masonry wall as a potential solution to the developers to increase their privacy and stated her preference for one-acre lots over a road or smaller lots.

Mayor Pro Tempore Love stated that she is working based upon the currently approved Pole Canyon plan with 1,400 units to the west. As such, she feels the collector road is essential. To enable the development of the property, the collector road could be located to the south of the property. She expressed appreciation to the applicants for working with the neighbors and their willingness to install a masonry wall.

Councilmember Burnham asked the applicant if they would be amenable to incorporating the collector road if they were allowed smaller lots.

Mr. Schmidt said they would prefer to wait until the new Pole Canyon master plan has been reviewed and include their plan as a part of that proposal. Should the property to the west of this location not be developed as horse properties, it would not be logical for them to build lots with animal rights.

Discussion ensued regarding the following items:

- Impact of the uses of the adjacent properties;
- City and developer negotiations;
- Possible changes to the Future Land Use and Transportation Map to include a narrower road as a traffic calming measure;
- Plans to discuss amendments to the Master Transportation Plan in June that may alter the plan for a major collector road in this location;
- Concerns regarding decisions based upon a master development plan for Pole Canyon that has not been approved;
- The need for the results of the traffic study and the updates to the Master Transportation Plan prior to being able to approve or deny this application; and
- Whether it is appropriate to require a collector road adjacent to properties with animal rights.

Councilmember Curtis recognized the inability to accommodate a collector road and adhere to Municipal Code transition standards for this project. As he feels it would be detrimental to the City not remove the collector road, it would be acceptable to him to allow the applicant to develop one-acre lots along the north end of the project and install the six-foot masonry wall in lieu of two-acre lots.

Councilmembers Wright, Burnham, and Mayor Pro Tempore Love all concurred with being lenient with the lot size transition requirements.

Discussion ensued regarding the potential utilization of a collector road in this location.

MOTION: *Councilmember Wright moved to table a preliminary plat for Browns Meadow. Councilmember Curtis seconded the motion.*

Those Voting Yes

- ☒ ***Donna Burnham***
- ☒ ***Colby Curtis***
- ☒ ***Jared Gray***
- ☒ ***Carolyn Love***
- ☒ ***Brett Wright***

Those Voting No

- ☐ ***Donna Burnham***
- ☐ ***Colby Curtis***
- ☐ ***Jared Gray***
- ☐ ***Carolyn Love***
- ☐ ***Brett Wright***

Those Absent

- ☐ ***Donna Burnham***
- ☐ ***Colby Curtis***
- ☐ ***Jared Gray***
- ☐ ***Carolyn Love***
- ☐ ***Brett Wright***

The motion passed with a unanimous vote.

19. RESOLUTION

19.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2022-2023 and Setting a Public Hearing for the Final Budget on May 17, 2022.

Finance Director Kimberley Ruesch presented the item.

Discussion ensued regarding the following:

- The availability of funding to cover the cost of all the personnel requests by City departments;
- Plans for the Library to issue passports which will increase revenue funds and employee demands;
- The content marketing writer position assisting with addressing the growing needs for resident engagement, City responsiveness, and improving community perception by supporting City Council communication;
- Salary estimation calculation methodology;
- A potential one-time 3% inflationary salary adjustment to be effective July 1 for staff, City Council, and Mayor; and
- The difference between meeting the needs of officer-initiated versus resident-initiated calls to promote community safety.

MOTION: *Councilmember Burnham moved to approve a resolution of Eagle Mountain City, Utah, adopting the Eagle Mountain City tentative budget for the fiscal year 2022-2023 and setting a public hearing for the final budget on May 17, 2022. Councilmember Wright seconded the motion.*

Those Voting Yes

- ☒ Donna Burnham
- ☒ Colby Curtis
- ☒ Jared Gray
- ☒ Carolyn Love
- ☒ Brett Wright

Those Voting No

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those Absent

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

The motion passed with a unanimous vote.

20. ORDINANCES

20.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone. ****DISCUSSION ITEM ONLY****

Assistant City Administrator/Community Development Director Steve Mumford reviewed the item as presented during work session.

Discussion ensued regarding the following:

- Whether the goal of the overlay is to create jobs or to attract large or specific companies;

- Basing the hourly wage requirements upon a median rather than average wage;
- Comparison between the proposed setbacks requirements in EMMC 17.48.060 and the Agricultural Zone, which could be the underlying zoning for a project;
- Permitting buildings up to five stories versus requiring approval for buildings over three stories;
- Clarifying the intent of EMMC 17.48.080 regarding separating truck traffic from regular traffic;
- Requiring construction lighting to be dark sky compliant; and
- Requiring roads to meet the applicable road standards unless the Development Review Committee approves an alternate standard.

20.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 8.20 Fireworks.

City Attorney Jeremy Cook presented the item.

Mayor Pro Tempore Love recommended changes to clarify that the days and hours of the day restrictions are required in State code, to determine financial liability, and to prohibit fireworks within 75 feet of undeveloped land or buildings under construction.

Councilmember Gray suggested requiring a distance greater than 75-feet.

Mr. Cook suggested including that adult residents are liable for fires caused by the actions of minor dependents. The State requires the City to have a map of restricted areas which could include the prohibited distances from certain areas.

United Fire Authority Battalion Chief Embret Fossum stated that a distance requirement from undeveloped properties would create an enforcement burden; removing neighborhoods from restricted areas once they are fully built out is preferable. He is concerned that codifying restrictions not indicated on the map could cause confusion. Their evaluation of the fireworks restrictions resulted in their recommendation to allow firework ignition in Brandon Park, Harmony, and Evans Ranch park-parking lots, and in designated common areas for neighborhoods with restrictions. A public information campaign is planned to clarify which park areas are appropriate for firework launching sites.

MOTION: *Mayor Pro Tempore Love moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 8.20 Fireworks to allow staff to redraft the standards based on the Council's feedback. Councilmember Burnham seconded the motion.*

Those Voting Yes

- ☒ Donna Burnham
- ☒ Colby Curtis
- ☒ Jared Gray
- ☒ Carolyn Love

Those Voting No

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those Absent

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

☒ **Brett Wright**

☐ **Brett Wright**

☐ **Brett Wright**

The motion passed with a unanimous vote.

21. CITY COUNCIL/MAYOR'S BUSINESS

22. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Curtis

Councilmember Curtis stated that the new member of the Senior Citizen Advisory Board will be appointed during the next meeting unless anyone had objections. The center is exceeding the maximum occupancy of 50 participants and residents are being turned away from participating in activities.

Discussion ensued regarding potential funding opportunities and possible options to increase event occupancy.

Councilmember Wright

Councilmember Wright said the deadline for applications for the Youth Council is May 5th and the scholarship deadline is May 12th. The City has a vacancy for Youth Council advisors.

Councilmember Burnham

None.

Councilmember Gray

None.

Mayor Pro Tempore Love

None.

23. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn the meeting at 11:13 p.m.
Councilmember Wright seconded the motion.***

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

☒ ***Jared Gray***

☒ ***Carolyn Love***

☒ ***Brett Wright***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

Those Absent

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

The motion passed with a unanimous vote.

The meeting was adjourned at 11:13 p.m.

Approved by the City Council on May 17, 2022.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for New Asphalt Seal Coats, Road Closures, and Construction Water Fees.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Zac Hilton, Public Works

PRESENTED BY:

Zac Hilton

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, amending the Consolidated Fee Schedule for new asphalt seal coats, road closures, and construction water fees.

BACKGROUND:

On April 6, 2021 City Council approved a New Asphalt Seal Coat Fee. This fee is collected from the developer at the time of recordation and shall be used by Eagle Mountain City to install the seal coat as specified, approximately 1 year after the City accepts the development. The current City seal coat contract allows for a yearly renewal for up to five years with a price escalation of 3% per year. This provides knowledge of anticipated future costs at the time of installing the seal coat. The amendment to the new asphalt seal coat fee brings the fee in line with the 3% price increase for the next year to the contract, and increases the cost from \$0.20 per square foot to \$0.206 per square foot.

The other amendments allow the City to require fees for closures of collector and arterial roads, adds a fine for non-permitted work done in City rights-of-way, and updates the cost of construction water hydrant rental, deposit, meter read, and non-permitted connection fees. The cost per kgal of construction water was not included in the recent water rate change, so the correction to the "Other" rate of \$1.08/kgal is also included.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Consolidated Fee Schedule - Asphalt Seal Coat, Road
Closures, Construction Water Fees
Consolidated Fee Schedule Redlines](#)

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE
(NEW ASPHALT SEAL COAT, ROAD CLOSURES, AND CONSTRUCTION WATER FEES)**

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the fees within the City; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this Resolution.

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

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

This Resolution shall take effect at 12:01 a.m. on May 18, 2022.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

10.7. | OTHER SUBDIVISION DEVELOPMENT FEES

Last Revision: 07/07/2021

Inspection Fees, Based on Engineers' Estimate of Project Cost	3.2% of the First \$750,000 Estimate; 1% of the Estimate Amount Exceeding \$750,000
Subdivision Bond – Performance & Guaranty	110% of the Value, Plus 2-year Warranty
New Asphalt Seal Coat.....	\$0.206 \$0.20 per square foot
Streetlights.....	Actual Cost to the City
CWP Water Use.....	\$13,580 per Acre Foot, or Current Rate According to CWP Contract
Banked Water Transfer Fee	\$250

11.2. | ROAD CUT PERMITS, ASPHALT/CONCRETE CUTS, AND ROAD CLOSURES

Last Revision: --/--/----

Minimum Fee for Cuts in a Paved Surface, More than 3 Years Old	\$300
Minimum Fee for Cuts in a Paved Surface, 3 Years Old or Less	\$2,000
<u>Minimum Fee for Closure of a Collector Road, per Lane</u>	<u>\$500 per week, or fraction thereof</u>
<u>Minimum Fee for Closure of an Arterial Road, per Lane</u>	<u>\$1,000 per week, or fraction thereof</u>
<u>Minimum Fine for Non-permitted work in City Right of Way</u>	<u>\$2,500 per occurrence</u>

15.1. | CONSTRUCTION WATER FEES

Last Revision: 10/18/2017

Construction Water Fee	\$100
Construction Water Hydrant Rental Deposit*	\$3,000 \$1,500
Construction Water Hydrant Rental Fee, First 30 Days	\$10 per day + \$1.08 \$0.80 /kgal
Construction Water Hydrant Rental Fee, After 30 Days	\$200 \$100 -per Calendar Month + \$1.08 \$0.80 /kgal
<u>Non-monthly Meter Read</u>	<u>\$50</u>
<u>Non-permitted Water Connection.....</u>	<u>\$2,500 per occurrence</u>

*Damage to hydrant or hydrant meter by contractor will be deducted from the water hydrant deposit.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving and Adopting Community-specific Arm Patches for Unified Fire Authority Firefighter Uniforms in Eagle Mountain.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tyler Maffitt, Admin

PRESENTED BY:

STAFF

RECOMMENDATION:

Staff recommends that the City Council approve one of three options for a community-specific patch for Unified Fire Authority firefighter uniforms for their employees working in Eagle Mountain.

BACKGROUND:

The Unified Fire Authority board desires that the organization act as more of a home town fire department. As a result, a municipality patch project was presented. As part of this project, UFA firefighters would wear a designated UFA patch on one shoulder and, in this instance, an Eagle Mountain patch on the other. Eagle Mountain City set about designing options for a patch, which include the current logo, a pre-approved adapted logo in alignment with the City's design standards, and a third patch that draws upon historical patches used by Eagle Mountain firefighters in the past. These designs result from specific patch standards given by the UFA. The Council is presented with three options from which to choose.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--UFA Eagle Mountain Division Patch](#)

[UFA Eagle Mountain Division Patch Options](#)

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING ARM PATCHES FOR UNIFIED FIRE AUTHORITY UNIFORMS
IN EAGLE MOUNTAIN CITY**

WHEREAS, Eagle Mountain City contracts with Unified Fire Authority for firefighting and other emergency response services that are important to the health, safety, and welfare of residents; and

WHEREAS, Unified Fire Authority desires to value, recognize, and service each city through community-specific arm patches on the uniforms of their firefighters; and

WHEREAS, Eagle Mountain City has previously approved graphic design standards that can be used to draw inspiration from for the design and future implementation of community-specific arm patches for Unified Fire Authority employees serving in Eagle Mountain, and

WHEREAS, Eagle Mountain City has approved the development and construction of two new fire stations, including Stations 251 and 253, which will require the hiring of new firefighting personnel to improve the safety of residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAGLE MOUNTAIN, UTAH, as follows:

1. The Unified Fire Authority arm patch as shown in Exhibit A is hereby approved.
2. The arm patch approved by the City Council for decoration and presentation on the uniforms of Unified Fire Authority firefighters will be adopted and worn for a period lasting not longer than five (5) years.

PASSED AND APPROVED this 17th day of May, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of May, 2022.

Those voting aye:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those voting nay:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

UFA Eagle Mountain Division Patch Options

a.



b.



c.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Form of the Non-BQ Lease/Purchase Agreement with ZMFU II, Inc., Salt Lake City, Utah, and Authorizing the Execution and Delivery Thereof.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	\$71,697		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends that the City Council approve the Non-BQ Lease/Purchase Agreement with ZMFU II, Inc., Salt Lake City, Utah, for a 2022 Caterpillar Mini Excavator 304 and authorize the Mayor to execute the agreement.

BACKGROUND:

This is a five year lease purchase through Zions Public Finance for a 2022 Caterpillar Mini Excavator 304 that will be used by the Parks department. This equipment was approved for acquisition as part of the 2021-2022 budget. Annual lease payments will be \$14,339.48 beginning in May of 2023 with the final payment taking place in May of 2027.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Mini Excavator Lease Purchase Agreement
ZMFU, II Inc. Lease Purchase Agreement

RESOLUTION NO. R- -2022

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FORM OF THE NON-BQ LEASE/PURCHASE AGREEMENT WITH ZMFU II, INC., SALT LAKE CITY, UTAH, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

WHEREAS, The City Council (the “Governing Body”) of Eagle Mountain City (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at the May 17, 2022 City Council Meeting is for a valid public purchase and is essential to the operations of the Lessee; and

WHEREAS, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

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

1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented at the May 17, 2022 City Council meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for an on behalf of the Lessee. The officers and officials and the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

PASSED AND APPROVED this 17th day of May, 2022.

EAGLE MOUNTAIN CITY

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of May, 2022.

Those voting aye:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those voting nay:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love
- ☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

\$ 62,950.00
Eagle Mountain City
Non-BQ Lease Purchase Agreement

1. Non-BQ Lease/Purchases Agreement of the Eagle Mountain City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

NON-BQ LEASE/PURCHASE AGREEMENT

Dated as of May 25, 2022

by and between

ZMFU II, INC.,
as Lessor

and

EAGLE MOUNTAIN CITY,
as Lessee

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NON-BQ LEASE/PURCHASE AGREEMENT

THIS NON-BQ LEASE/PURCHASE AGREEMENT, dated as of May 25, 2022, by and between ZMFU II, INC., a corporation organized and existing under the laws of the State of Utah, as lessor (the “Bank” or “Lessor”), and Eagle Mountain City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Non-BQ Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to

be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

- ☐ (I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

- ☐ (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

- ☐ (III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit __ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation organized, existing and in good standing under and by virtue of the laws of the State of Utah, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on May 25, 2027, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) **Time and Amount.** During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the “Lease Payment Date”).

(b) **Rate on Overdue Payments.** In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount

was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a

policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other

than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or

attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment from Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations

hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

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

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages,

deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZMFU II, INC., as Lessor

By: _____
Authorized Officer

EAGLE MOUNTAIN CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty hundredths' percent (4.50 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I
05/25/2022	-	-	-	-
05/25/2023	11,506.73	4.500%	2,832.75	14,339.48
05/25/2024	12,024.54	4.500%	2,314.95	14,339.49
05/25/2025	12,565.64	4.500%	1,773.84	14,339.48
05/25/2026	13,131.10	4.500%	1,208.39	14,339.49
05/25/2027	13,721.99	4.500%	617.49	14,339.48
Total	\$62,950.00	-	\$8,747.42	\$71,697.42

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

One Caterpillar Model 304 C3th, Mini Excavator 304
Serial No. AN400354

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Eagle Mountain City (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Eagle Mountain City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2022.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF UTAH

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Eagle Mountain City (the “Lessee”).
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on May 17, 2022, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2022.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2022.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Eagle Mountain City ("Lessee"), I have examined duly executed originals of the Non-BQ Lease/Purchase Agreement (the "Lease") dated this 25th day of May, 2022, between the Lessee and ZMFU II, INC., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach a Certificate of Title showing ZMFU II, INC. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned (“Lessee”), and ZMFU II, INC. (the “Bank”), dated May 25, 2022 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

EAGLE MOUNTAIN CITY

By: _____
(Authorized Signature)

Date: _____



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Employee Policies and Procedures Manual for Bereavement Leave.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	Bereavement Pay in 2021: \$13,404 (426.5 hours) and in 2022 thus far: \$2,396 (120 hours)		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Angela Valenzuela, Admin

PRESENTED BY:

Angela Valenzuela

RECOMMENDATION:

Staff recommends that the City Council approve a resolution of Eagle Mountain City, Utah, amending the Eagle Mountain City Employee Policies and Procedures Manual for Funeral/Bereavement Leave.

BACKGROUND:

The proposed amendment changes Funeral Leave to Bereavement Leave and brings the City's bereavement leave policy in compliance with the recently passed SB 63, which requires municipalities to provide at least three days of bereavement leave to employees following the miscarriage or stillbirth of a child.

The updated policy also increases the amount of bereavement leave for full time employees from three days to forty hours after the passing of an immediate family member. Immediate family members are defined in the amendment as an employee's legal or common law spouse, child, parent, brother and sister.

Full time employees are allowed up to three days of bereavement leave after the passing of the employee's stepchild, daughter- or son-in-law, stepparent, father- or mother-in-law, brother- or sister-in-law, grandparent, spouse's parent, or after the miscarriage or stillbirth of a child, whether the employee experiences it themselves or if their spouse or partner did.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Policies and Procedures - Bereavement Leave](#)
[Policies and Procedures Redlines](#)

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES MANUAL
REGARDING BEREAVEMENT LEAVE**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest and in the interest of the management of the City and the employees of the City to revise and amend the Eagle Mountain City Policies and Procedures Manual in use up to the date of this Resolution; and

WHEREAS, the Eagle Mountain City Policies and Procedures Manual has been edited, reviewed and compiled to represent the needs of the City and the rights and responsibilities of its employees and should be amended as presented in Exhibit A;

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

1. The Eagle Mountain City Policies and Procedures Manual is hereby amended and adopted as set forth specifically in Exhibit A.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of May, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

13.45 | **Funeral-Bereavement** Leave

Last Revision: 07/07/2020

The Mayor, or designee, shall grant a full time employee up to forty (40) hours of bereavement leave with pay following the death of the employee's immediate family member. Immediate family members include the employee's legal or common law spouse, child, parent, brother, and sister.

The Mayor, or designee, shall grant a full time employee up to three (3) days of ~~funeral-bereavement~~ leave with pay ~~to attend the funeral following the death~~ of the employee's ~~legal or common law spouse, child, stepchild, daughter- or son-in-law, parent, stepparent, father- or mother-in-law, brother, sister, brother- or sister-in-law, grandparent, or spouse's grandparent.~~

The Mayor, or designee, shall grant a full time or part time employee up to three (3) days of bereavement leave with pay after a miscarriage or stillbirth of a child, whether the employee experienced it themselves or if their spouse or partner did.

~~Funeral-Bereavement~~ leave shall not be charged against accrued annual PTO leave.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Annexing an Area of Approximately 161 Acres, Commonly Known as the Gardner Farms Annexation.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends that the City Council consider an ordinance of Eagle Mountain City, and either approve or deny annexing an area of approximately 161 acres, commonly known as the Gardner Farms Annexation.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--Gardner Farms Annexation](#)
[Annexation Plat](#)
[Annexation Petition](#)
[Annexation Policy Plan Boundary Map](#)
[2018 General Plan](#)

ORDINANCE NO. O- -2022

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ANNEXING AN AREA OF APPROXIMATELY 161 ACRES, COMMONLY KNOWN AS THE GARDNER FARMS ANNEXATION

PREAMBLE

The City Council of Eagle Mountain City finds that the owners of the real property described herein petitioned for annexation of the real property to the corporate limits of Eagle Mountain City and that all required notices were given and provided to affected entities and others, as required by law.

The real property described herein is an unincorporated area contiguous to the current boundary of Eagle Mountain City, and the annexation will not leave or create an unincorporated island or peninsula.

The City Council finds that it is in the public interest to annex the real property to Eagle Mountain City and has caused a plat of the real property to be prepared by a licensed surveyor.

All public hearings and notices have been completed as a prerequisite to zone the land proposed for annexation as Agriculture.

After public comment and careful consideration, the City Council has determined to annex the referenced property and therefore, finds that it should grant the petitions for annexation with respect to the real property described herein.

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

1. The real property described on the attached annexation plat, referenced as Exhibit A, is hereby annexed to Eagle Mountain City and the corporate limits of Eagle Mountain City are hereby amended and extended to incorporate the real property described herein.
2. The real property described on Exhibit A is hereby zoned Agriculture.
3. A certified copy of this Ordinance and an original plat describing the property so annexed, shall be filed with the Utah County Recorder within thirty (30) days after the date this Ordinance is adopted.
4. This Ordinance shall be effective on the date of its first posting or publication, whichever occurs first.
5. The Mayor or the designee of the Mayor is authorized to notify and implement this annexation with respect to local, county and state governmental entities.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of May, 2022.

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 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____.

Exhibit A

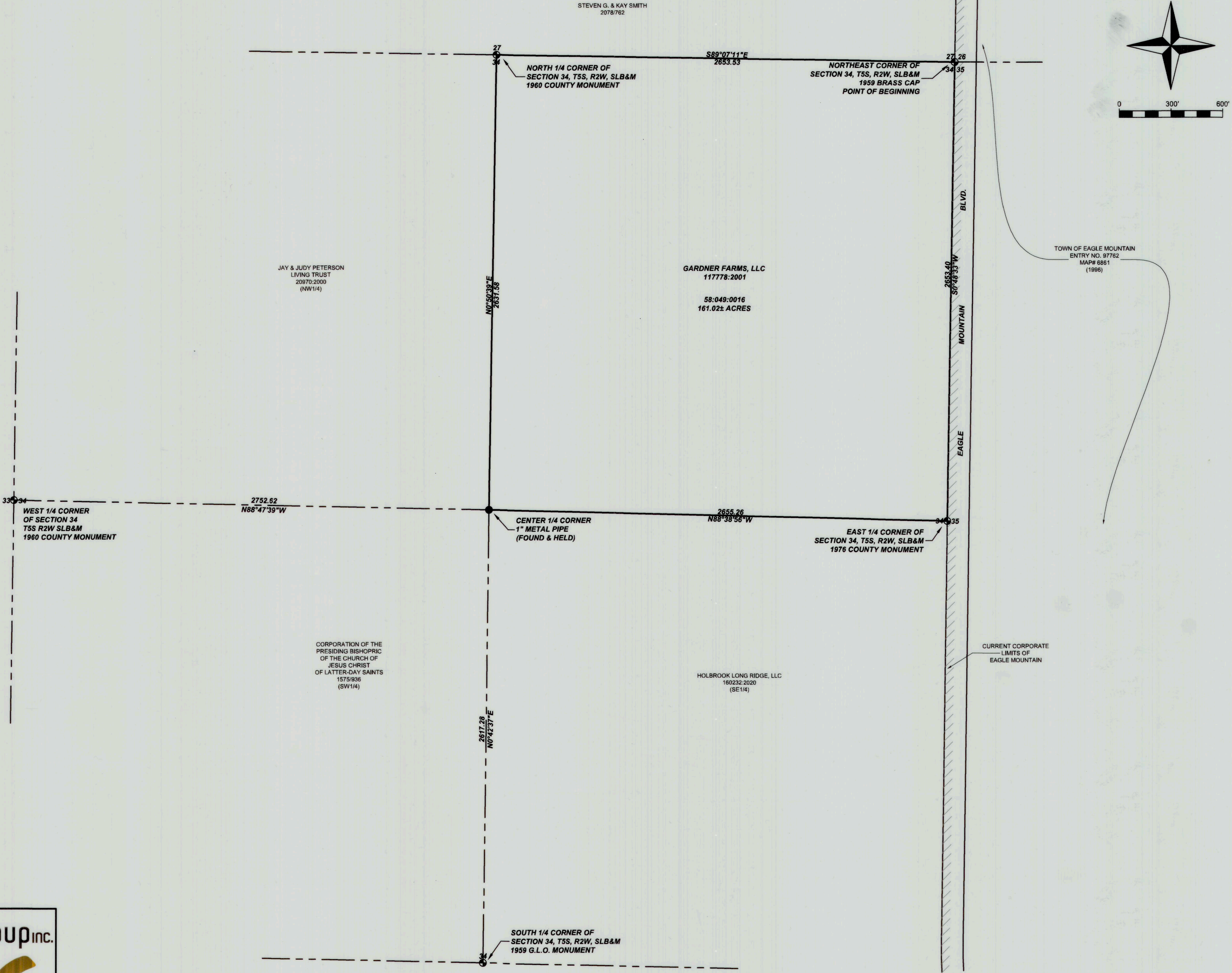
Exhibit B



VICINITY MAP
NTS

ANNEXATION PLAT
**GARDNER FARMS EAGLE MOUNTAIN
ADDITION**

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



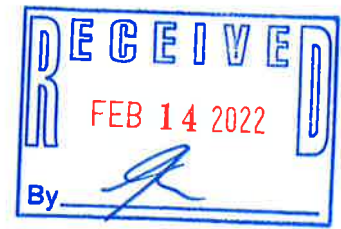
SURVEYOR'S CERTIFICATE I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO EAGLE MOUNTAIN CITY, UTAH.	
BOUNDARY DESCRIPTION All of the NE1/4 of Section 34, Township 5 South, Range 2 West, Salt Lake Base and Meridian, more particularly described by Survey as: Beginning at a point on the westerly line of the current Corporate Limits of Eagle Mountain City being the Northeast Corner of Section 34, T5S, R2W, S.L.B.& M.; thence S0°48'33"W (NAD83) along the Section line and said Corporate Limits 2,653.40 feet to the East 1/4 Corner of said Section; thence N88°38'56"W along the 1/4 Section line to a pipe (found) at the Center 1/4 Corner of said Section; thence N0°50'39"E along the 1/4 Section line 2,631.58 feet to the North 1/4 Corner of said Section; thence S89°07'11"E along the Section line 2,653.53 feet to the point of beginning. Contains: 161.02±/- acres	
SURVEYOR'S SEAL DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE MAY 2, 2022	SURVEYOR'S SEAL DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE MAY 2, 2022
ACCEPTANCE BY COUNTY SURVEYOR THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.	
SURVEYOR'S SEAL DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE MAY 2, 2022	SURVEYOR'S SEAL DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE MAY 2, 2022
ACCEPTANCE OF LEGISLATIVE BODY THIS IS TO CERTIFY THAT WE, THE EAGLE MOUNTAIN CITY COUNCIL HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO EAGLE MOUNTAIN CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR THE FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1979) 10-1-04 AND 10-02-401 THROUGH 423, (AS REVISED) AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID CITY AND THAT SAID TRACT OF LAND TO BE KNOWN HEREAFTER AS THE GARDNER FARMS EAGLE MOUNTAIN ADDITION. DATED THIS _____ DAY OF _____ A.D. 20____ MAYOR _____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____ ATTEST: _____ RECORDER _____ RECORDED _____ UTAH COUNTY RECORDER _____ FINAL LOCAL ENTITY PLAT GARDNER FARMS EAGLE MOUNTAIN ADDITION EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH	

civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



Eagle Mountain City
Petition for Annexation



Annexation Name: Gardner Farms Eagle Mountain

Annexation Location: 6000 North Eagle Mountain Boulevard

Utah County Parcel Number(s): 58:049:0016

Total Acreage: 161

Is any property within the proposed annexation area:

Defined as rural real property: ☐ No ☒ Yes – List Parcel Number(s): 58:049:0016

Within an Agriculture Protection Area: ☒ No ☐ Yes – List Parcel Number(s): _____

Located in the Eagle Mountain City Annexation Policy Plan: ☐ No ☒ Yes

Requested Zone: Agriculture

Percentage of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Percentage of the value of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Name of Annexation Contact Sponsor: Chase Bryan

Mailing Address: 3768 N University Ave. Suite 204, Provo, UT 84604

Telephone: 801-425-3655 Email: chase@andersoncrg.com

Name of Engineer or Licensed Land Surveyor: Dennis Carlisle

Company Name: Civil Solutions Group

Telephone: 801-633-6982 Email: dcarlisle@civilsolutionsgroup.net

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Eagle Mountain City, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, as amended;

2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Eagle Mountain City, and the annexation thereof will not leave or create an unincorporated island or peninsula; and
3. That the signatures affixed hereto are those of the owners of private real property that:
 - a. Is located within the area proposed for annexation;
 - b. Covers a majority of the private land area within the area proposed for annexation;
 - c. Is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation, as shown by the latest tax assessment rolls of Utah County; and
 - d. Is described as follows (describe approximate location): _____
6000 N Eagle Mountain Boulevard

and is more specifically described in the included legal description.

4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the Contact Sponsor, with the mailing address of each sponsor being indicated;
5. That the petition does not propose annexation of all or part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted; and
6. That this petition does not propose annexation of an area that includes all or part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103, Utah Code Annotated, or a petition under Section 10-2-125, Utah Code Annotated.

The petitioners further file herewith the following items:

1. An ownership plat map showing all property owners in Eagle Mountain City within five hundred (500) feet of the proposed annexation and one quarter (1/4) mile of the annexation in the unincorporated area of Utah County;
2. One 24" x 36" and one 11" x 17" of the accurate annexation plat map prepared by a licensed surveyor of the area proposed for annexation identifying each parcel and labeling each parcel with the owner's name, tax identification number, and acreage. NOTE: A mylar is required to be submitted following approval by the City Council; and
3. Legal description of the area proposed for annexation;

Sponsors of Petition

Chase Bryan

Chase Bryan
Signature

Name

3768 N University Ave. Suite 204, Provo, UT 84604

Sponsor Address

Name

Signature

Sponsor Address

Name

Signature

Sponsor Address

Name

Signature

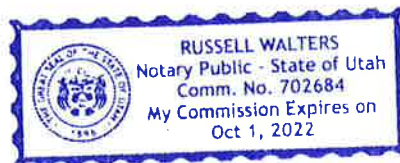
Sponsor Address

Name

Signature

Sponsor Address

STATE OF UTAH)
)ss:
COUNTY OF UTAH)



On the 7 day of February, 20 22, personally appeared before me
Chase Bryan,
_____, the signers of the foregoing
document, and acknowledged to me that they executed the same.

Russell Walters
Notary Public
My commission expires: 10/1/2022

58:048:0009
SMITH, STEVEN G and KAY...
Value: \$1,312,100 -- 262.44 acres

58:048:0025
SMITH, STEVEN GEORGE and STEVEN ...
Value: \$12,057,500 -- 321.53 acres

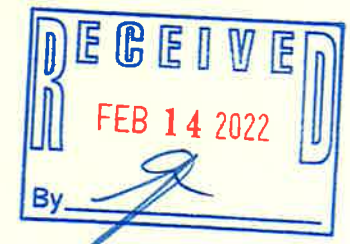
58:049:0018
PETERSON, JAY R and JUDY ANN C...
Value: \$820,900 -- 164.18 acres

58:049:0016
GARDNER FARMS LLC...
Value: \$805,100 -- 161.03 acres

58:049:0039
SMITH, STEVEN GEORGE and STEVEN ...
Value: \$17,643,000 -- 470.48 acres

58:049:0015
CORP OF PRES BISHOP CHURCH OF ...
- CEDAR VALLEY
Value: \$831,500 -- 166.3 acres

58:049:0017
HOLBROOK LONG RIDGE LC...
Value: \$795,100 -- 159.02 acres



N EAGLE MOUNTAIN BLVD





GARDNER FARMS EAGLE MOUNTAIN ADDITION

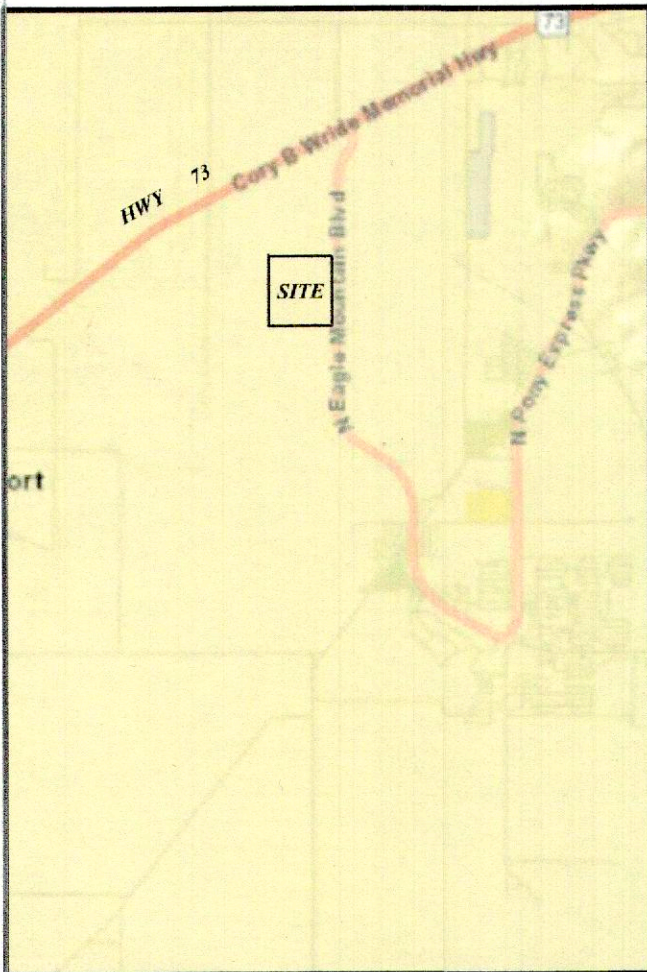
BOUNDARY DESCRIPTION

All of the NE1/4 of Section 34, Township 5 South, Range 2 West, Salt Lake Base and Meridian, more particularly described by Survey as:

Beginning at a point on the westerly line of the current Corporate Limits of Eagle Mountain City being the Northeast Corner of Section 34, T5S, R2W, S.L.B. & M.; thence $S0^{\circ}48'33''W$ (NAD83) along the Section line and said Corporate Limits 2,653.40 feet to the East 1/4 Corner of said Section; thence $N88^{\circ}38'56''W$ along the 1/4 Section line to a pipe (found) at the Center 1/4 Corner of said Section; thence $N0^{\circ}50'39''E$ along the 1/4 Section line 2,631.58 feet to the North 1/4 Corner of said Section; thence $S89^{\circ}07'11''E$ along the Section line 2,653.53 feet to the point of beginning.

Contains: 161.02+/- acres





VICINITY MAP
NTS

ANNEXATION PLAT
**GARDNER FARMS EAGLE MOUNTAIN
ADDITION**

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

STEVEN G. & KAY SMITH
2078/762

JAY & JUDY PETERSON
LIVING TRUST
20970/2000
(NW 1/4)

GARDNER FARMS, LLC
117778:2001

58:049:0016
161.02± ACRES

WEST 1/4 CORNER
OF SECTION 34
T5S R2W SLB&M
1960 COUNTY MONUMENT

CORPORATION OF THE
PRESIDING BISHOPRIC
OF THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS
1575/036
(SW 1/4)

SOUTH 1/4 CORNER OF
SECTION 34, T5S, R2W, SLB&M
1959 G.L.O. MONUMENT

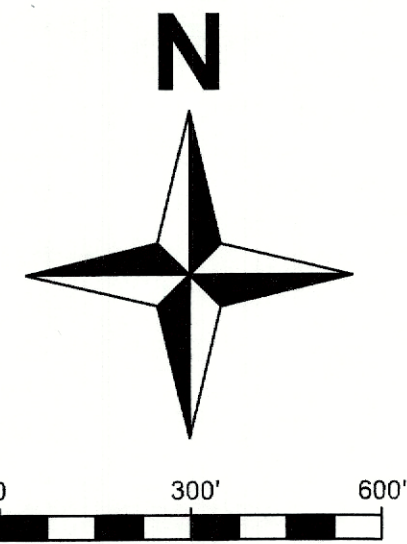
EAST 1/4 CORNER OF
SECTION 34, T5S, R2W, SLB&M
1976 COUNTY MONUMENT

CENTER 1/4 CORNER
1" METAL PIPE
(FOUND & HELD)

HOLBROOK LONG RIDGE, LLC
160232/2020
(SE 1/4)

TOWN OF EAGLE MOUNTAIN
ENTRY NO. 97762
MAP# 6851
(1996)

CURRENT CORPORATE
LIMITS OF
EAGLE MOUNTAIN



SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO EAGLE MOUNTAIN CITY, UTAH.

BOUNDARY DESCRIPTION

All of the NE 1/4 of Section 34, Township 5 South, Range 2 West, Salt Lake Base and Meridian, more particularly described by Survey as:

Beginning at a point on the westerly line of the current Corporate Limits of Eagle Mountain City being the Northeast Corner of Section 34, T5S, R2W, S.L.B. & M.; thence S0°48'33"W (NAD83) along the Section line and said Corporate Limits 2,653.40 feet to the East 1/4 Corner of said Section; thence N88°38'56"W along the 1/4 Section line to a pipe (found) at the Center 1/4 Corner of said Section; thence N0°50'39"E along the 1/4 Section line 2,631.58 feet to the North 1/4 Corner of said Section; thence S89°07'11"E along the Section line 2,653.53 feet to the point of beginning.
Contains: 161.02±/- acres

DENNIS P. CARLISLE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 172675

DATE

February 14, 2022

SURVEYOR'S SEAL



ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

DATE

SURVEYOR'S SEAL

ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE EAGLE MOUNTAIN CITY COUNCIL HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO EAGLE MOUNTAIN CITY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR THE FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1979) 10-1-04 AND 10-02-401 THROUGH 423, (AS REVISED) AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID CITY AND THAT SAID TRACT OF LAND TO BE KNOWN HEREafter AS THE GARDNER FARMS EAGLE MOUNTAIN ADDITION.

DATED THIS _____ DAY OF _____ A.D. 20 ____

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

RECORDER'S SEAL

ATTEST:

RECORDER

UTAH COUNTY RECORDER

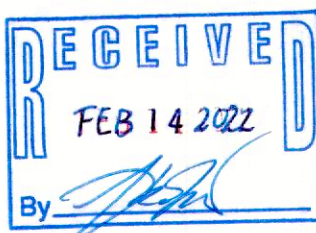
FINAL LOCAL ENTITY PLAT

**GARDNER FARMS
EAGLE MOUNTAIN
ADDITION**

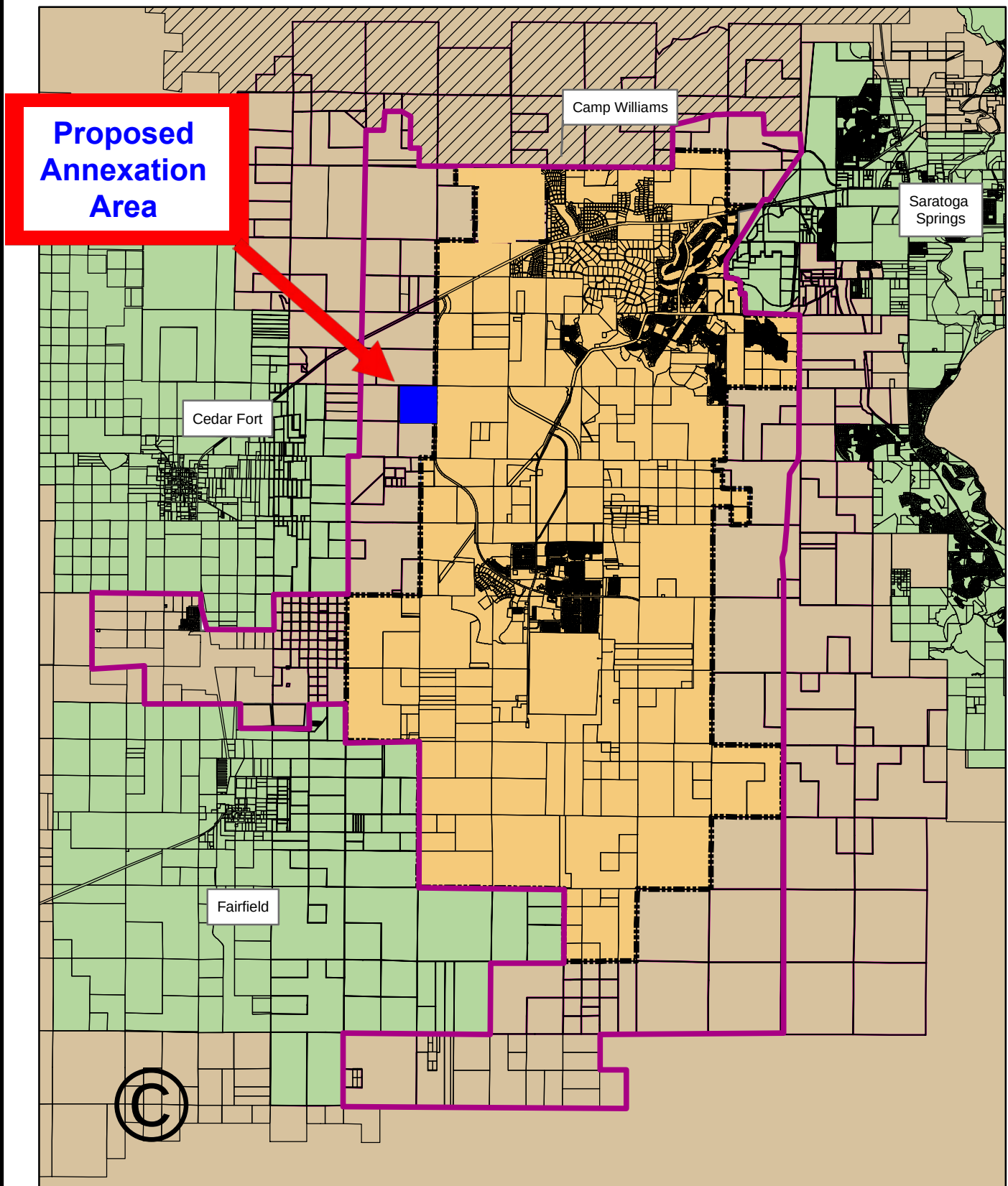
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



Annexation Policy Plan Boundary Map



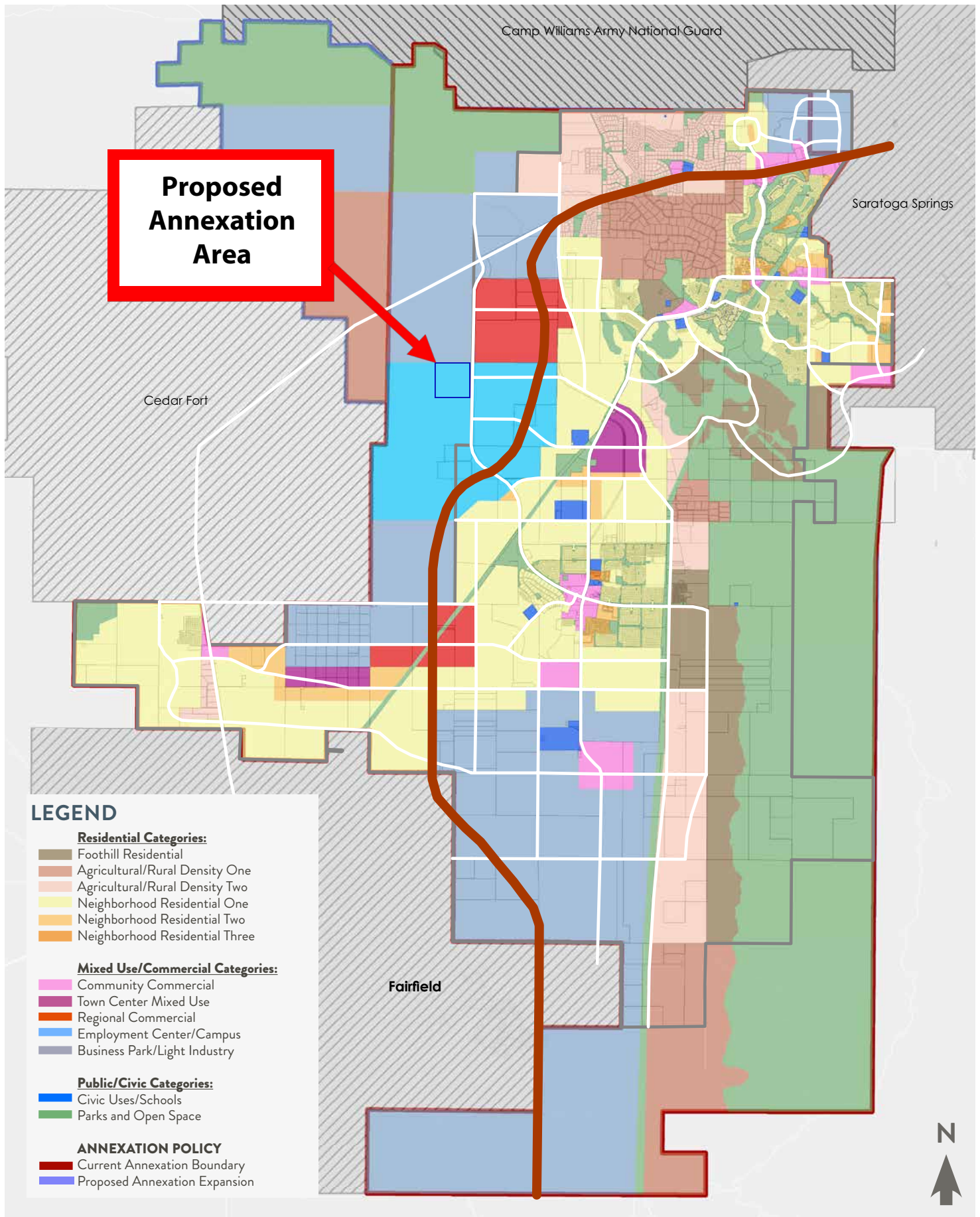
-  City Limit Boundary
-  Camp Williams
-  City Limits
-  Surrounding City Boundaries
-  Annexation Line



It is the intent of this map to include only potential annexation areas, not any property that is located within another jurisdiction.

Disclaimer: Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental fair use, but should not be resold.

Annexation Areas with Future Land Use Designations





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY City wide

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Planning
Manager

RECOMMENDATION:

Staff recommends the City Council consider and approve one of the three options to amend EMMC 17.25 Residential Zones. Of the three alternatives provided, Staff favors alternative #1 the most, then # 2.

BACKGROUND:

According to Section 17.05.120 "Amendments to this title [17]" may be initiated and proposed by the city through the planning director, planning commission or city council. Individuals may also propose amendments by submitting such amendments in writing and paying an application fee as adopted in the city's consolidated fee schedule. The process for amending this title shall be that process allowed for and required by the Utah Code, as amended from time to time, for changing the city's land use title." [Ord. O-23-2005 § 3 (Exh. 1(1) § 1.12)].

By February 1st of this year, Fieldstone Homes (through their legal counsel Brent Bateman) had reminded the City that the Utah State Legislature had relatively recently enacted a new statute, 10-9a-534 (effective 5/28/2021), barring municipalities from imposing minimum garage sizes on single-family or two-family (i.e., duplex) "homes". Subsequent discussion regarding the matter between City legal counsel and Staff suggested the need to quickly amend our zoning code to come into conformance with the state's action. There are a variety of ways to word the textual change to our code, Staff

presents three possible options in conjunction with this report (see attachment).

ITEMS FOR CONSIDERATION:

The Council must consider eliminating the minimum 22' x 22' garage size standard in code applicable, at present, to single-family detached and two-family (duplex) buildings. City legal counsel supports the contemplated change(s).

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in/at EMMC §§ 17.05.120 & USC 10-9a-534.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On May 10, 2022, the Planning Commission voted 4-0 (Commissioner Everett excused) to recommend that Council approve the proposed code amendment formatted as "Alternative 1".

ATTACHMENTS:

[ORD--EMMC 17.25 Residential Zones - Garage Size Requirements](#)
[EMMC 17.25 Amendment Options](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 17.25 RESIDENTIAL ZONES
(GARAGE SIZE REQUIREMENTS)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.25 Residential 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 an amendment to the Eagle Mountain Municipal Code Chapter 17.25 Residential Zones.
2. The amendment to Chapter 17.25 Residential Zones as described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of May, 2022.

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 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Alternative 1

17.25.050 Generally applicable provisions.

All development projects within the residential zones in this chapter shall conform to the following general requirements:

C. ~~Parking and Garage Dimensions.~~ Projects shall comply with the off-street parking standards found in Chapter 17.55 EMMC, which includes standards for enclosed parking, covered parking, and visitor parking. ~~Minimum dimensions of two-car garages shall be 22 feet by 22 feet. Two-car garage door openings shall be a minimum of 16 feet wide by eight feet tall. Single-car garages shall be a minimum of 12 feet wide by 20 feet deep of useable parking area. Single-car garage door openings shall be a minimum of nine feet wide by eight feet tall. The following requirements shall apply to all garages - except for those associated with detached single-family or two-family [duplex] dwellings: (1) minimum dimensions of two-car garages shall be 22 feet by 22 feet; (2) two-car garage door openings shall be a minimum of 16 feet wide by 8 feet tall; (3) single-car garages shall have a useable parking area [of] no less than 12 feet in width by 20 feet in depth; and, (4) single-car garage door openings shall be a minimum of 9 feet wide by 8 feet tall.~~

Alternative 2

C. ~~Off-Street Parking and Garage Dimensions.~~ Residential ~~P~~projects shall comply with the off-street parking standards found in Chapter 17.55 EMMC, ~~which includes standards for enclosed parking, covered parking, and visitor parking. The following requirements shall apply to all garages except garages for detached single-family dwellings, to or, two-family dwellings: (1) minimum dimensions of two-car garages shall be 22 feet by 22 feet; (2) two-car garage door openings shall be a minimum of 16 feet wide by eight feet tall; (3) single-car garages shall be no less than minimum of 12 feet wide by 20 feet deep of useable parking area; and, (4) single-car garage door openings shall be a minimum of nine feet wide by eight feet tall.~~

Alternative 3

C. ~~Parking and Garage Dimensions.~~ Projects shall comply with the off-street parking standards found in Chapter 17.55 EMMC, which includes standards for enclosed parking, covered parking, and visitor parking. Minimum dimensions of two-car garages shall be 22 feet by 22 feet. Two-car garage door openings shall be a minimum of 16 feet wide by eight feet tall. Single-car garages shall be a minimum of 12 feet wide by 20 feet deep of useable parking area. Single-car garage door openings shall be a minimum of nine feet wide by eight feet tall.

~~D. C.~~ Driveways. Residential driveways shall not exceed grades of 12 percent. The building official may approve driveway slopes that exceed 12 percent in circumstances that are deemed necessary because of the topographical conditions. Residential driveways, when feasible, shall not be permitted in the clear vision triangle at local streets as described in this title. Minimum residential driveway length is included in the Residential Development Standards table.

E. ~~D.~~ Buffers and Transitions between Developments and Uses. All residential zone developments shall comply with the transitioning and buffering requirements as set forth in Chapter 17.60 EMMC. If commercial development is allowed as a conditional use in a residential zone, the more restrictive of the residential or commercial buffering and transitioning requirements shall apply.

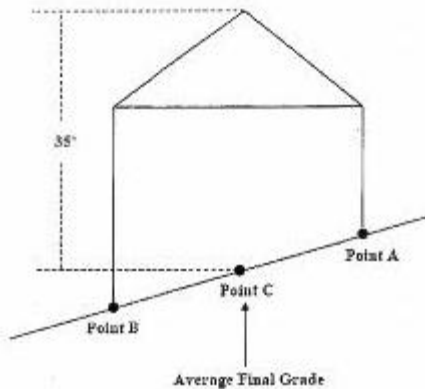
~~F.~~ E. Architectural Design Standards. All multifamily buildings shall comply with Chapter 17.72 EMMC. Single-family developments should produce diverse yet compatible homes with similar design quality on all front and side elevations that face a public road and shall include variation in exterior materials (fiber cement siding, board and batten or vertical siding, stone, brick, stucco) and/or colors. All front and side elevations that face a public road shall include additional architectural detailing, and may include decorative shutters, bay windows, popouts, trellis or arbor structures, decorative gables, dormer windows, balconies, decorative trim and moldings, window grids, etc. Aluminum siding is prohibited. All residential dwellings shall include windows and main entry doors on the front elevation. If a floor plan is to be repeatedly built within a development, a minimum of three elevation schemes shall be developed. Elevation schemes shall be approved by the planning director or his/her delegated representative. Houses sited on adjacent lots, or directly across the street (sharing frontage) shall have different floor plans or elevations and different color schemes. Prefabricated metal carports are prohibited in front yards.

~~G.~~ F. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters 15.80 and 17.62 EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters 15.80 and 17.62 EMMC. Development near natural washes must include significant setbacks from the edge of the wash to any structure. Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors. Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

~~H.~~ G. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting, must comply with the standards found in Chapter 17.56 EMMC. Streetlights are required to be paid for by developers and installed by the city's contractor along all roads in and surrounding a project, in accordance with EMMC 15.10.390.

~~I.~~ H. Infrastructure. At their discretion the approval authority may exempt projects in the RA1, RA2, and RD1 zones from installing curb, gutter, and streetlights. Equestrian trails that adjoin each lot may be required by the approval authority when the subdivision is designed to accommodate horse raising and keeping. Streetlights are still required along all collector and arterial roads.

~~J.~~ I. Street Trees. Developers and/or builders are encouraged to plant appropriate trees in park strips along all public streets. Planting shall be done along with the front yard landscaping and in accordance with the standards found in EMMC 16.35.080. Street trees are required along all collector and arterial roads.



~~K. J.~~ J. Landscaped Entryways and Monument Signs. All developments shall provide a landscaped entryway and neighborhood/project monument sign at each main entrance to the neighborhood. This may consist of a water feature, sculpture, or monument sign with the name of the project. The ongoing maintenance of the landscaped entryway shall be by the project's homeowners' association. This feature shall be approved along with a preliminary plat, site plan, or master development plan. At their discretion, the approval authority may approve an alternative amenity or improvement in place of this requirement.

~~L. K.~~ K. Clubhouse and Swimming Pool. All multifamily developments in the MF1 and MF2 zones shall include a swimming pool in addition to the clubhouse. The approval authority of a preliminary plat or site plan may consider and approve alternatives to these improvements if the improvements are considered comparable or equivalent in cost and in benefit to the future residents. For this determination they should consider the size of units, the type of units, the proximity to other recreational amenities, and any unique attributes of the property.

1. Clubhouse or Community Center. A clubhouse facility that is centrally located in the development is intended to provide a recreational and social amenity to residents. Clubhouses or community centers shall be a minimum of 1,500 square feet (not including leasing office area) and accommodate at least seven and one-half square feet of clubhouse area per residential unit being served by the clubhouse. Developments may provide multiple clubhouses to fulfill this requirement. The clubhouse does not count towards fulfilling the amenity requirements found in Chapter 16.35 EMMC.

a. Clubhouse Improvements and Completion. Clubhouses shall include food serving facilities, large gathering areas suited to community meetings and events, restroom facilities, and amenities that may include exercise equipment, multimedia equipment, facilities to accommodate the arts, indoor recreation (basketball, volleyball, etc.), or upgraded food preparation or service facilities. The clubhouse shall be adjacent to the pool. The approval authority shall review and approve the clubhouse structure during the site plan review process. Construction of the clubhouse shall commence prior to issuing the thirty-first building permit in the project or a cash or improvement bond shall be placed with the city to cover the cost of construction. Applicants shall submit a building permit application prior to constructing this improvement. If multiple clubhouses are being provided in a development the additional clubhouses shall begin construction along with the phase of development that includes the clubhouses.

2. Swimming Pool. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. The pool shall be a

minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool. At the discretion of the council, developments may be required to provide multiple pools to fulfill this requirement, depending on the number of units served and overall project densities and layout. It shall also include a concrete patio, patio furniture, a non-sight-obscuring fence, and comply with all required building codes (including a building permit). The swimming pool does not count towards fulfilling the amenity requirements found in Chapter 16.35 EMMC. The approval authority shall review and approve the swimming pool facility during the site plan review process. The construction of the pool shall commence prior to the thirty-first building permit being issued in the development, or a cash or improvement bond shall be placed with the city to cover the cost of construction. If multiple pools are being provided in a development the additional pools shall begin construction along with the phase of development that includes the pools. [Ord. O-24-2019 § 2 (Exh. A)].



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	City Council & City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford

RECOMMENDATION:

We recommend that the City Council approve the ordinance as proposed.

BACKGROUND:

At the May 3rd City Council meeting the proposed amended RTI code was discussed and feedback provided. The comments/concerns generally related to the average wage, truck traffic, and street standards. Modifications have been made to the proposal to address those concerns and the code is now ready for public hearing and consideration of approval.

At the January 18 City Council meeting Councilmembers Wright and Burnham volunteered and were tasked by the Mayor to work with staff to revise the draft RTI code and attempt to adequately address the concerns that were raised in the meeting. Mayor Westmoreland, Paul Jerome, Aaron Sanborn, and I (Steve Mumford) also took part in discussions and reviews of the code revisions. This group is comfortable with the draft changes that are being proposed and feel that the code is now ready for your review. Also, Aaron Sanborn (the City's Economic Development Director) provided a letter of support that was included in previous meetings.

The Regional Technology and Industry Overlay Zone (RTI) has been a valuable economic development tool for the City to attract and land

some large technology and industrial businesses. The City received an award several years ago from the Utah Chapter of the American Planning Association for the creation of the ordinance, as it is a cutting edge planning strategy that was the first of its kind in Utah. It has given Eagle Mountain an economic development advantage over other communities.

The overlay zone was created with an automatic sunset date of May 31, 2022, to incentivize the Commission and Council to review it prior to that time to examine the ordinance, to review the land uses and processes defined in the ordinance, and to consider renewal, renewal with tweaks/changes, or to remove the sunset date altogether.

Some of the benefits or positives of the overlay zone have included:

- The approval process in the RTI Overlay has been indicated by major companies (Meta, Tyson, Google) as a key reason for them choosing Eagle Mountain for their business.
- More certainty in the approval process and development standards goes a long way in our economic development efforts, in efforts of property owners, and efforts of industrial and business park real estate brokers.
- Administrative reviews/approvals (site plans) don't get caught up in legislative review or create controversy for the approval authority.
- The overlay zone has given us an economic development edge over competing cities.

ITEMS FOR CONSIDERATION:

Changes following the May 3rd CC Meeting

- Average Wage. The new language clarifies that the average hourly wage is the average wage of all combined full-time employees.
- Street Standards. The new proposal requires public roads within projects to comply, at a minimum, with the City's industrial street standard. It removes any mention of private roads. If they will install private roads within their project they will be fully responsible to make sure their roads are thick enough and wide enough for their needs.
- Truck Traffic. New language requires alternative routes for truck traffic or the possibility of restricting the hours of truck

traffic (outside of peak traffic hours, etc.).

DRC Liaison

As the City does not currently have an active Economic Development Board, this amendment states that the City Council liaison to the DRC (Development Review Committee) will be the liaison for these RTI site plan and final plat reviews.

Final Plat Application

The current ordinance allows DRC approval of a preliminary plat for RTI projects; however, the preliminary plat has been an unnecessary step for the RTI projects that have been approved in the city, just creating extra work for both the applicant and the staff. This amendment clarifies that RTI projects that require subdividing of property can move right to the final plat application along with their RTI site plan application.

Allowed Uses

Several uses were eliminated from the list of allowed uses and others have been modified or clarified to better meet the City's economic development goals.

Prohibited Uses

Now that several RTI projects have been approved that each have a large demand and/or impact to the City's utilities, the City would like to discourage additional projects that create a significant impact on the City's utilities or infrastructure. This amendment allows the City to prohibit a proposed project if the impacts are too significant and if the applicant cannot adequately address the impacts with reasonable mitigation measures.

Temporary Uses

Language was added that requires approved temporary uses to be removed that are no longer necessary for the construction of the project or associated infrastructure.

Architectural Standards

An additional photo/rendering of an industrial building was added as an architectural example.

Development Standards

Additional clarifying language was added specific to setbacks,

height, roads, parking, and truck traffic.

Repeal Date

An automatic repeal date was included in the RTI code to force the City Council to evaluate the zone's effectiveness after a specific time period. We believe the overlay zone and its streamlined approval process has been instrumental in solidifying deals with Facebook(Meta), Tyson, and Google, and thus has been very effective. The new automatic repeal date is now proposed for May 31, 2025, with a review by the PC and CC by November 30, 2024.

REQUIRED FINDINGS:

Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On December 14, 2021, the Planning Commission reviewed the proposed ordinance, held a robust discussion, and ultimately made a recommendation of approval (3-1; Commissioner Everett dissenting vote; Commissioner Pengra absent) with the following changes:

1. 17.48.020 be modified to add the chair of the Planning Commission to the DRC for RTI Overlay projects;
2. 17.48.020 be modified to include "his/her designee"
3. 17.48.120 be modified to automatically repeal on May 31, 2027 (a 5-year extension), with a required review by the Planning Commission and City Council in 2026 (at or near the 4-year mark).

ATTACHMENTS:

[ORD--EMMC 17.48 Regional Technology and Industry Overlay Zone](#)
[EXHIBIT--RTI Overlay Amendments](#)
[RTI Overlay Expansion Support Letter](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 17.48
REGIONAL TECHNOLOGY AND INDUSTRY OVERLAY ZONE**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone.
2. The amendment to Chapter 17.48 Regional Technology and Industry Overlay Zone as described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of May, 2022.

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 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 17.48

REGIONAL TECHNOLOGY AND INDUSTRY OVERLAY ZONE¹

Sections:

17.48.010 Purpose.
~~17.48.020 Definitions.~~
17.48.0230 Special approval process.
17.48.0340 Allowed uses.
17.48.0450 Nonallowed uses.
17.48.0560 Temporary uses.
17.48.0670 Setbacks.
17.48.0780 Building height.
17.48.0890 Development standards.
17.48.1090 Landscaping and screening.
17.48.1010 Building facade architectural standards.
17.48.1120 Repeal date.

17.48.010 Purpose.

The regional technology and industry overlay zone (**RTI Overlay Zone**) is intended to provide for the development and operation of large-scale technological, clean industrial, ~~distribution~~, and high-tech manufacturing uses that will increase the tax base and/or provide jobs for the city's residents. The standards and processes of the base or underlying zone shall be applicable unless modified or replaced by this overlay zone.

~~17.48.020 Definitions.~~

~~Development review committee or "DRC" shall be chaired by the planning director, or his/her designee, and shall include, at a minimum, the city attorney, the department heads or an assigned representative from public works, community development, and engineering, and a representative of Unified Fire Authority. The planning director shall have authority to issue decisions or approvals on behalf of the DRC once the planning director has consulted with all the DRC members. The City Council member that is appointed as the board liaison to the Planning Commission appointed economic development board liaison will serve as DRC liaison for projects within the RTI Overlay Zone to city council, in addition to the chairman of the Planning Commission.~~

17.48.0230 Special approval process.

Projects that will include a minimum of 100 or more permanent jobs **at an average hourly wage (the average wage of all combined full-time employees) that is equal to or greater than Utah County's average hourly wage (as listed by the Utah Department of Workforce Services)** after construction or that include a minimum of 100,000 square feet of building floor area in a building or buildings within a single phase of development. Projects that meet this requirement shall follow the special approval process outlined below. All other projects shall follow the approval process outlined in Chapter 17.100 EMMC and other applicable chapters. The regional technology and industry overlay zone special approval process shall be as follows:

A. Development Agreement. In order to qualify for the RTI site plan approval process, a development agreement approved by the City Council is required.

B. RTI Site Plan Application. Following approval of a development agreement, project applicants shall submit a complete RTI (regional technology and industry) site plan application (required) and a final preliminary plat application (if subdividing property as part of the project).

C. Development Review Committee (DRC) Review. Upon receipt of a complete application, the development review committee (DRC) shall review all aspects of the application and provide the applicant with initial required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.

1. The development review committee (DRC) is chaired by the planning director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The City Council member that is appointed as the board liaison to the DRC will serve as DRC liaison for projects within the RTI Overlay Zone. The planning director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.

D. Grading and Excavation. A permit for grading and excavation may be issued, at the applicant's risk, prior to site plan project approval by the DRC.

E. Approval Authority. RTI site plans and final plats are administrative applications, and the DRC has final approval authority for RTI applications. No public hearings are required.

17.48.030 Allowed uses.

Except as provided in EMMC 17.48.050, the following land uses shall be permitted uses in the regional technology and industry overlay zone:

A. Aerospace manufacturing, aircraft sales, manufacturing, assembly, and associated services (with no negative impacts to air quality);

B. Automotive, truck, and heavy equipment manufacturing, sales, assembly, and associated services (with no negative impacts to air quality);

C. Bottling and canning plants;

C. Building materials manufacturing or other construction-related business (lumber, hardware, etc.);

C. National or regional corporate campuses or offices;

D. Electronic data management businesses;

~~F. Facilities for the development and production of movies, film, television, and similar visual media;~~

E. Food processing, packaging, and manufacturing (not including on-site slaughter, killing, or harvesting of animals);

F. Laboratory and testing services (the use of animal testing and experimentation is prohibited);

G. Clean **advanced materials** manufacturing **or advanced manufacturing** businesses (**with** no negative impacts on air quality);

H. Research and development uses including **life sciences**, medical, or electronic assembly and associated light manufacturing;

~~K. Trade and craftsman industries, including furniture and carpentry, upholstery shops, monument works, welding shops;~~

~~M. Indoor shooting ranges;~~

~~N. Warehouses.~~

17.48.0450 Nonallowed **Prohibited uses.**

Any use that produces gas, smoke, odor, dust, vibration of earth, or soot that in the opinion of the city council will negatively impact commercial or residential areas that are currently existing or that are proposed in the city's general plan. **Uses included as "allowed uses" in 17.48.040 may be prohibited by the City Council if they have reasonably determined that the use will have a significant impact on the City's utilities or infrastructure and, after being given an opportunity to propose reasonable mitigation measures, the project applicant has not proposed reasonable mitigation measures that adequately address such impact.**

17.48.0560 Temporary uses.

Temporary concrete batch plants, materials processing equipment, and other similar temporary uses may be approved by the DRC as part of the RTI site plan approval if the batch plant or materials processing is located at least one-half mile (2,640 feet) from any existing residence **or residential lot within an approved residential subdivision**. The temporary uses will only be allowed during active construction of the site and construction of buildings with an active building permit, and only to provide materials for use on the property or for off-site public or private improvements related to the construction on the property. The DRC may impose conditions or restrictions on the batch plant or materials processing to protect the health, safety, and welfare of the public. **Temporary uses that are no longer necessary for the construction of the project or associated infrastructure will be required to be removed within a reasonable timeframe following notification, considering the scale and complexity of the temporary use.**

17.48.0670 Setbacks.

All buildings in this zone, including accessory buildings, are required to comply with the setback provisions in the underlying zone, unless **minor modifications to modified setbacks** are determined by the development review committee to be reasonable, ~~maintain a reasonable minimum distance~~

~~from property lines as determined by the development review committee, based upon the specific use and potential impacts to neighboring properties. Any building that complies with the setback provisions in the underlying zone shall not be required to have setbacks approved by DRC.~~

17.48.0780 Building height.

Permitted building height is five stories or approximately 50 feet. The development review committee may approve any building height that is reasonable based upon the specific use, **the business needs**, and potential impacts to neighboring properties (**mainly access to sunlight**).

17.48.0890 Development standards.

The base zoning or underlying zoning shall be applicable, unless modified or replaced as follows:

A. Buildings must comply with the architectural standards found in EMMC 17.48.110.

B. Public roads that are on the city's master transportation plan must be improved to the level of standard designated on that plan (major arterial, minor arterial, major collector, minor collector, etc.).

C. Public roads within projects must comply, at a minimum, with the **City's industrial street standard** ~~industrial road standard found below. Private roads are allowed if they are contained completely within a project and also comply with the road standard below.~~

D. Front parking lots and driveway entrances shall be asphalt or concrete in accordance with city standards. Equipment and rear parking areas may be graveled. Parking shall be provided in accordance with Chapter 17.55 EMMC. **An alternative parking plan may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.**

E. Outdoor storage areas do not need to comply with city landscaping requirements if they comply with EMMC 17.48.100.

F. Projects that create significant truck traffic shall limit interference between the truck traffic and existing traffic, including schools or school walking routes, by utilizing alternative routes or restricting hours of truck traffic. For example, truck traffic could be restricted between the hours of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. to limit truck traffic during peak traffic hours in the City.

~~F. The minimum number of parking stalls may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, or other applicable information.~~

Figure 1. 62' Industrial ROW

17.48.1090 Landscaping and screening.

Development within this overlay zone by its nature and intensity may not be compatible with other uses or zones. Proper screening techniques should be used to mitigate potential negative impacts to surrounding land uses. The following shall be applicable:

A. Walls or fences as defined in EMMC 17.60.110(B) shall be required adjacent to residential or agricultural zones. Such fencing or walls may also be required around the entire perimeter of large-scale industrial or technological parks, **depending on the type of development and the surrounding uses.**

B. A 20-foot landscaped buffer (water-wise landscaping is acceptable, with a mix of trees and shrubs) shall be required adjacent to residential or agricultural zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street.

C. All lighting shall be compliant with Chapter 17.56 EMMC, Outdoor Lighting Standards. Street lights shall be required in accordance with EMMC 15.10.390.

17.48.1100 Building facade architectural standards.

The following standards are intended to provide detail regarding the facade appearance of structures located within the regional technology and industry overlay zone.

A. Buildings shall maintain a contemporary appearance.

1. Architecture of industrial buildings where size predominates over artistic detailing shall feature clean lines and elements, vertical and horizontal articulation or modulation (stepping portions of the facade), and use of textures and materials to reduce the apparent scale of large building walls. ~~Metal may be used along with other building materials.~~





2. Professional office buildings shall meet the commercial design standards found in Chapter 17.72 EMMC.

3. Where more than one structure is built in a complex or unit, structures shall have a similar style or theme, including colors, materials, and design elements.

4. Pedestrian-scaled architectural details are not required except for facades directly facing residential zones and/or main entryways to the project.

5. The main pedestrian or customer entrance shall be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.

6. Buildings shall include facade articulation/modulation (stepping portions of the facade) and horizontal and vertical divisions (textures or materials) to avoid large, featureless and/or panelized surfaces on buildings. Large uninterrupted expanses of a building wall without facade modulation or divisions are prohibited.

B. Architectural features should be simple with careful attention given to concentrate details and fenestration along main street elevations and at building entries.

C. It is recognized that the function and use of particularly large buildings and buildings used for manufacturing and warehousing purposes will dictate the style and ~~general~~ ~~other~~ appearance of the structure. In these cases strict adherence to the provisions of this chapter may not be advisable or possible. In such cases where the ~~exterior style, color, or materials are critical to the~~ function and use of ~~the building and site dictate design and exterior appearance~~, the ~~DRC may approve building elevations that generally comply with these architectural standards but contain some modifications that accommodate the business-critical function and use.~~ ~~need to accommodate function and use shall be the higher priority over design and appearance. The DRC shall still have the authority to require a variation in color and materials, and street-facing articulation.~~

17.48.12~~10~~ Repeal date.

This chapter shall be automatically repealed on May 31, 202~~5~~², and a review by the Planning Commission and City Council shall occur by November 30, 2024.

December 10, 2021

Planning Commissioners,

It is my pleasure to share my thoughts regarding the impact of the Regional Technology & Industry Overlay Zone (RTIO) and the proposed changes. There are three main categories I feel we experience tremendous benefits with the RTIO:

- Time
- Reduce Uncertainty
- Perception

Background

Several years ago, our team traveled to visit the Reno-Tahoe Industrial Center (RTIC) to learn from their experience. This currently 30,000-acre industrial park sits in a total area of 107,000 acres. It has seen massive success with tenants including Tesla, Walmart, FedEx, Blockchain, and Google. Our goal was to discover what we could do to enhance our economic development efforts and improve the processes that we require of businesses. The RTIO was modelled after the approval process we saw at the RTIC.

Time

In economic development, time is one of the most important factors for development. For a city to be competitive, they need to reduce the time that it takes for a project to get approval and to begin operations. Days and weeks are best, and months can convince projects to move to other locations. With the RTIO, we can shave time off a project's schedule by receiving key approvals at the staff level. This ultimately helps them to reduce their costs. With both Facebook and Tyson, this was vital to those company's final decision to locate in Eagle Mountain.

Reduction of Uncertainty

A second important factor for successful economic development departments is their ability to reduce the uncertainty or risk for business investment. As economic developers, we strive to help businesses see a clear path forward and help to reduce obstacles wherever we can. The RTIO helps to reduce



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uncertainty by creating a well-defined path forward, with clear expectations and requirements for businesses that qualify. This is invaluable for these businesses as they know exactly what to expect from their approval process, which in many areas can be one of the most arduous and difficult processes to navigate.

Perception

It has been amazing to see the response that the RTIO has created in businesses exploring development in Eagle Mountain City. In part thanks to the RTIO, we have been viewed as a business-friendly community that understands the needs of business. There are many examples of projects coming to a screeching halt because a city was viewed as difficult to work with or as an impediment to development. Due to the efforts of prior Planning Commissioners and City Councilors, we have been praised for our forward-thinking efforts by businesses and other economic developers. This perception, combined with our advantages in developable land, sets us apart from surrounding communities and aids in our efforts to increase both the financial stability of the City, but also the employment opportunities for our residents.

Proposed Changes

I am in support of the changes being proposed by the Planning Department for the RTIO. Although we have seen tremendous success in the past few years with our efforts, we are always watching for trends or challenges that will put the City at risk. An example of a challenge would be a project that is going to place an extreme burden on our infrastructure or utilities. Although they may otherwise qualify for the RTIO, it would benefit the City to have these projects go through the traditional approval process, to ensure that it has public support.

I am also in support in allowing the RTIO to continue past the originally approved repeal date. This would allow for the benefits I have previously detailed to continue.

I am grateful for the efforts of our Planning Commission and City Council to consider this important tool in our economic development toolbox. By creating this code, you have allowed key projects to move forward more easily



in Eagle Mountain City, while still ensuring they maintain the high standards we expect from businesses. There have been several projects that would not have looked at developing in Eagle Mountain initially but did so when they learned of the RTIO process. Even if they ultimately choose to develop elsewhere, this increases our positive perception as a place that businesses want to develop.

If you have any additional questions regarding the RTIO's impact on our efforts, please do not hesitate to contact me.

Sincerely,



Aaron Sanborn
Economic Development Director



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Eagle Mountain, Utah 84005



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

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

ITEM TYPE: Resolution

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Lianne Pengra, Admin

PRESENTED BY:

Kimberly Ruesch

RECOMMENDATION:

Staff recommends the City Council hold a public hearing regarding the Fiscal Year 2022-2023 Annual Budget. No action will be taken on this item.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[FY 2023 Tentative Budget](#)

General Ledger

Tentative Budget

User: kruesch

Printed: 5/3/2022 6:52:52 AM

Period 01 - 12

Fiscal Year 2023



Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10	General Fund			
	Revenue			
	Property Taxes			
10-00-31116-0000	Property Taxes	\$ 1,761,374.64	\$ 1,900,000.00	\$ 1,918,719.00
10-00-31121-0000	Property Taxes (Delinquent and Prior Year)	\$ 55,375.90	\$ 50,000.00	\$ 50,000.00
10-00-31122-0000	Penalties/Interest Property Tx	\$ -	\$ -	\$ 1,500.00
10-00-31420-0000	Motor Vehicle Fee-In-Lieu	\$ 171,861.41	\$ 174,814.00	\$ 185,000.00
10-00-33470-0000	Municipal Tel License Tax Dist	\$ 104,565.33	\$ 90,000.00	\$ 90,000.00
	Property Taxes	\$ 2,093,177.28	\$ 2,214,814.00	\$ 2,245,219.00
	Sales Tax			
10-00-31300-0000	Sales and Use Taxes - General	\$ 6,643,253.62	\$ 8,144,984.00	\$ 10,460,316.00
10-00-31350-0000	Additional Transit Tax	\$ 613,092.59	\$ 755,186.00	\$ 885,000.00
	Sales Tax	\$ 7,256,346.21	\$ 8,900,170.00	\$ 11,345,316.00
	Franchise Tax			
10-00-31415-0000	Municipal Energy Tax	\$ 1,925,506.73	\$ 2,410,348.00	\$ 2,579,072.00
	Franchise Tax	\$ 1,925,506.73	\$ 2,410,348.00	\$ 2,579,072.00
	Licenses			
10-00-32100-0000	Licenses - Business	\$ 24,962.75	\$ 22,000.00	\$ 25,000.00
10-00-32215-0000	Franchise Agreement Fee	\$ -	\$ 1,500.00	\$ -
	Licenses	\$ 24,962.75	\$ 23,500.00	\$ 25,000.00
	Planning Building & Eng Fees			
10-00-32311-0000	Bldg Permits - Building	\$ 4,122,365.15	\$ 3,483,909.00	\$ 3,200,000.00
10-00-32316-0000	Bldg Permits - Grading & Excavating	\$ 20,087.00	\$ 7,000.00	\$ 20,000.00
10-00-32320-0000	Bldg Permits - Surcharge	\$ -	\$ -	\$ 3,500.00
10-00-32330-0000	Bldg Permit-Temp Pwr Inspction	\$ 150,000.00	\$ 120,000.00	\$ 120,000.00
10-00-32340-0000	Building Fast Track Fees	\$ 83,800.00	\$ 100,000.00	\$ 85,000.00
10-00-34121-0000	Process Fees - Recording of Legal Documents	\$ 43,684.00	\$ 30,000.00	\$ 15,000.00
10-00-34218-0000	Bldg Fees - Subdivision Inspection Fees	\$ 972,035.85	\$ 1,123,394.00	\$ 800,000.00
10-00-34512-0000	Dev Fee - Plan Check	\$ 1,423,062.02	\$ 1,260,608.00	\$ 1,088,000.00
10-00-34513-0000	Plan Check Solar/Commercial	\$ 326,812.08	\$ 86,650.00	\$ 75,000.00
10-00-34515-0000	Dev Fee - Plat Fees	\$ 434,262.00	\$ 456,275.00	\$ 350,000.00
10-00-34516-0000	Dev Fee - Zoning and Subdivision	\$ 100.00	\$ -	\$ -
10-00-34520-0000	Parks Fee-in-lieu	\$ 47,097.04	\$ -	\$ -
10-00-34555-0000	Banked Water Transfer Fee	\$ 250.00	\$ -	\$ -
	Planning Building & Eng Fees	\$ 7,623,555.14	\$ 6,667,836.00	\$ 5,756,500.00
	Intergovernmental Revenue			
10-00-31165-0000	UT LIBRARY & TECHNOLOGY GRANT	\$ 14,248.31	\$ 5,000.00	\$ -
10-00-31170-0000	Federal - CARES COVID Grant	\$ 2,764,142.90	\$ 2,271,799.00	\$ 2,271,799.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-00-33317-0000	Grant - MAG/UDOT	\$ 75,000.00	\$ -	\$ -
10-00-33400-0000	Misc. Grant Revenue	\$ -	\$ 45,000.00	\$ -
10-00-33447-0000	EMP Grant	\$ -	\$ 7,750.00	\$ -
10-00-33457-0000	Grant - Library	\$ -	\$ 5,800.00	\$ -
10-00-33460-0000	Class BC@ Road Fund Allotment	\$ 1,577,154.80	\$ 1,954,735.00	\$ 1,954,735.00
10-00-33480-0000	State Liquor Fund Allotment	\$ 19,916.29	\$ 25,000.00	\$ 25,000.00
10-00-38401-0000	Contribution other Governments	\$ -	\$ 283,300.00	\$ -
	Intergovernmental Revenue	\$ 4,450,462.30	\$ 4,598,384.00	\$ 4,251,534.00
	Charges for Services			
10-00-34330-0000	Fire Services	\$ 13,071.37	\$ 11,000.00	\$ 36,000.00
10-00-34331-0000	Sheriff's Service	\$ 62,300.00	\$ -	\$ -
10-00-34411-0000	Road Surface Treatment Fees	\$ -	\$ 143,668.00	\$ 150,000.00
	Charges for Services	\$ 75,371.37	\$ 154,668.00	\$ 186,000.00
	Recreation			
10-00-34711-0000	Rec Fees - Youth Sports	\$ 65,377.00	\$ 82,850.00	\$ 71,600.00
10-00-34712-0000	Rec Fees - Adult Sports	\$ 6,495.00	\$ 19,400.00	\$ 21,400.00
	Recreation	\$ 71,872.00	\$ 102,250.00	\$ 93,000.00
	Utility Revenue			
10-00-35020-0000	Damage to Property-Reimb	\$ 696.73	\$ -	\$ -
10-00-35990-0000	Util Reconnect/Disconnect Fee	\$ 3,000.00	\$ 4,500.00	\$ 3,500.00
	Utility Revenue	\$ 3,696.73	\$ 4,500.00	\$ 3,500.00
	Fines & Forfeitures			
10-00-36010-0000	Library - Fees	\$ 3,213.32	\$ 4,000.00	\$ 3,000.00
10-00-36020-0000	Late/Delinquent Fees Penalties	\$ 227,753.71	\$ 125,000.00	\$ 100,000.00
10-00-36080-0000	NSF Fee	\$ 5,175.00	\$ 5,500.00	\$ 4,000.00
	Fines & Forfeitures	\$ 236,142.03	\$ 134,500.00	\$ 107,000.00
	Miscellaneous Revenues			
10-00-33103-0000	Vendor Street Fair	\$ 6,883.89	\$ 17,000.00	\$ -
10-00-34610-0000	Pony Express Days Sponsorships	\$ 2,000.00	\$ -	\$ -
10-00-34612-0000	Pony Express Days Rev Tickets	\$ 1,587.30	\$ -	\$ -
10-00-34624-0000	Carnival Wristbands	\$ 19,020.00	\$ -	\$ 19,000.00
10-00-34665-0000	EM City Merchandise	\$ 1,343.53	\$ -	\$ 2,500.00
10-00-34671-0000	Miss EM Pageant Revenue	\$ (336.00)	\$ -	\$ -
10-00-34910-0000	Services - Copies & Postage	\$ 242.25	\$ -	\$ -
10-00-35710-0000	Cell Tower Lease	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
10-00-36030-0000	Revenue from Collections	\$ 13,871.69	\$ 3,500.00	\$ 10,000.00
10-00-37010-0000	Interest Earnings	\$ 166,538.40	\$ 150,000.00	\$ 110,000.00
10-00-37020-0000	Sale of Assets	\$ 336,983.00	\$ -	\$ -
10-00-37070-0000	Rental Income	\$ 6,145.00	\$ 3,500.00	\$ 6,000.00
10-00-37090-0000	Other Miscellaneous	\$ 133,275.23	\$ 100,000.00	\$ 50,000.00
	Miscellaneous Revenues	\$ 692,554.29	\$ 280,000.00	\$ 203,500.00
	Interfund Transactions			
10-00-37151-0000	Due From Water (Admin Charge)	\$ 535,272.00	\$ 577,302.00	\$ 715,705.00
10-00-37152-0000	Due From Sewer (Admin Charge)	\$ 521,366.04	\$ 567,172.00	\$ 703,151.00
10-00-37157-0000	Due From Solid Waste (Admin Ch	\$ 72,842.04	\$ 104,387.00	\$ 110,530.00
10-00-37159-0000	Due From Storm Drain (Admin Ch	\$ 76,068.96	\$ 95,152.00	\$ 110,062.00
10-00-37172-0000	Due From AA 2013-1 (Admin Chrg	\$ -	\$ 20,000.00	\$ 5,000.00
10-00-38116-0000	Due From Pub Safety Imp Fee	\$ 49.20	\$ -	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-00-38180-0000	Due From RDA	\$ 22,228.60	\$ 15,268.00	\$ -
	Interfund Transactions	\$ 1,227,826.84	\$ 1,379,281.00	\$ 1,644,448.00
	Special Revenues & Resources			
10-00-33101-0000	Eco Dev - Golf Sponsorship	\$ 15,024.36	\$ 3,700.00	\$ 10,000.00
10-00-39320-0000	Library - Donation - Fundraisi	\$ 1,108.48	\$ -	\$ -
10-00-39365-0000	Senior Meals - MAG Reimb.	\$ 6,382.55	\$ -	\$ -
10-00-39725-0000	Developer Cont-Street Lights	\$ -	\$ 700,000.00	\$ 700,000.00
10-00-39920-0000	Beginning General Fund Balance to be Appopr	\$ -	\$ 6,162,213.00	\$ -
	Special Revenues & Resources	\$ 22,515.39	\$ 6,865,913.00	\$ 710,000.00
	Revenue	\$ 25,703,989.06	\$ 33,736,164.00	\$ 29,150,089.00
	Expense			
41100	Legislative			
10-11-41100-1112	Salaries - Part-Time	\$ 80,600.00	\$ 78,000.00	\$ 82,680.00
10-11-41100-1321	Clothing Allowance	\$ -	\$ 500.00	\$ 500.00
10-11-41100-1511	FICA	\$ 4,836.00	\$ 4,840.00	\$ 5,126.00
10-11-41100-1512	Medicare	\$ 1,131.15	\$ 1,135.00	\$ 1,811.00
10-11-41100-1521	Retirement	\$ 1,440.60	\$ 2,882.00	\$ 3,055.00
10-11-41100-2121	Dues & Memberships	\$ 203.58	\$ -	\$ -
10-11-41100-2321	Travel & Training	\$ 3,946.16	\$ 5,000.00	\$ 6,000.00
10-11-41100-2369	Council Meetings	\$ 674.80	\$ 3,500.00	\$ 5,500.00
10-11-41100-2411	Office Expense & Supplies	\$ 120.00	\$ 500.00	\$ 500.00
10-11-41100-4531	Professional & Technical Servi	\$ 170.00	\$ -	\$ 75,000.00
10-11-41100-5003	Special Projects	\$ -	\$ 1,000.00	\$ 1,000.00
41100	Legislative	\$ 93,122.29	\$ 97,357.00	\$ 181,172.00
41110	City Recorder's Office			
10-11-41110-1111	Salaries - Full-Time	\$ 190,861.18	\$ 203,423.00	\$ 278,179.00
10-11-41110-1112	Salaries - Part-Time	\$ 25,685.50	\$ 21,840.00	\$ 30,316.00
10-11-41110-1211	Overtime	\$ 195.64	\$ -	\$ 1,000.00
10-11-41110-1242	Car Allowance	\$ -	\$ 1,000.00	\$ -
10-11-41110-1300	Employee Benefits (401K & 457)	\$ 13,143.63	\$ 12,614.00	\$ 17,246.00
10-11-41110-1321	Clothing Allowance	\$ -	\$ 400.00	\$ 500.00
10-11-41110-1511	FICA	\$ 1,567.76	\$ 1,355.00	\$ 1,879.00
10-11-41110-1512	Medicare	\$ 2,970.37	\$ 3,268.00	\$ 4,471.00
10-11-41110-1521	Retirement	\$ 37,038.32	\$ 37,574.00	\$ 46,617.00
10-11-41110-1541	Health Insurance	\$ 37,101.43	\$ 40,649.00	\$ 60,709.00
10-11-41110-1545	Dental Insurance	\$ 4,269.80	\$ 3,118.00	\$ 4,342.00
10-11-41110-1548	Vision Insurance	\$ 749.92	\$ 753.00	\$ 1,001.00
10-11-41110-1561	Long Term Disability	\$ 882.08	\$ 1,179.00	\$ 1,313.00
10-11-41110-2121	Dues & Memberships	\$ 1,032.50	\$ 1,295.00	\$ 1,700.00
10-11-41110-2211	Public Notices	\$ 2,626.77	\$ 5,000.00	\$ 5,000.00
10-11-41110-2321	Travel & Training	\$ 3,877.46	\$ 5,700.00	\$ 7,850.00
10-11-41110-2369	Meetings	\$ 71.33	\$ 300.00	\$ 300.00
10-11-41110-2531	Mileage Reimbursement	\$ 332.08	\$ 3,600.00	\$ 3,600.00
10-11-41110-4138	Property Taxes	\$ 6,511.15	\$ 2,000.00	\$ 2,000.00
10-11-41110-4139	Recording Fees	\$ 8,829.00	\$ 9,000.00	\$ 9,000.00
10-11-41110-4531	Professional & Technical Servi	\$ 13,895.10	\$ 7,000.00	\$ 11,400.00
10-11-41110-4532	Record Transcription Services	\$ -	\$ 2,000.00	\$ 2,000.00
10-11-41110-4950	Elections	\$ (220.00)	\$ 87,000.00	\$ 500.00
10-11-41110-7410	Capital Equipment	\$ -	\$ 24,500.00	\$ -
41110	City Recorder's Office	\$ 351,421.02	\$ 474,568.00	\$ 490,923.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
41220	Attorney			
10-11-41220-4121	Attorney Fees	\$ 173,018.00	\$ 150,000.00	\$ 150,000.00
10-11-41220-4531	Professional & Technical Servi	\$ -	\$ 5,000.00	\$ 17,250.00
41220	Attorney	\$ 173,018.00	\$ 155,000.00	\$ 167,250.00
41310	Executive			
10-11-41310-1111	Salaries - Full-Time	\$ 429,363.48	\$ 375,111.00	\$ 643,296.00
10-11-41310-1112	Salaries - Part-Time	\$ 21,679.46	\$ 21,984.00	\$ 21,984.00
10-11-41310-1211	Overtime	\$ 237.51	\$ 2,000.00	\$ 2,000.00
10-11-41310-1242	Car Allowance	\$ 13,200.00	\$ 12,000.00	\$ 13,200.00
10-11-41310-1300	Employee Benefits (401K & 457)	\$ 27,315.01	\$ 23,260.00	\$ 39,883.00
10-11-41310-1321	Clothing Allowance	\$ -	\$ 450.00	\$ 650.00
10-11-41310-1511	FICA	\$ 1,227.47	\$ 1,364.00	\$ 1,364.00
10-11-41310-1512	Medicare	\$ 6,449.54	\$ 5,761.00	\$ 9,647.00
10-11-41310-1521	Retirement	\$ 63,852.87	\$ 65,897.00	\$ 83,356.00
10-11-41310-1541	Health Insurance	\$ 67,949.89	\$ 65,331.00	\$ 106,593.00
10-11-41310-1545	Dental Insurance	\$ 5,379.36	\$ 5,049.00	\$ 7,961.00
10-11-41310-1548	Vision Insurance	\$ 937.49	\$ 928.00	\$ 1,378.00
10-11-41310-1561	Long Term Disability	\$ 1,717.63	\$ 1,729.00	\$ 2,811.00
10-11-41310-2121	Dues & Memberships	\$ 30,719.69	\$ 18,300.00	\$ 38,400.00
10-11-41310-2321	Travel & Training	\$ 4,466.53	\$ 8,650.00	\$ 12,450.00
10-11-41310-2369	Meetings	\$ 637.90	\$ 500.00	\$ 500.00
10-11-41310-5003	Special Projects	\$ 1,061.00	\$ -	\$ 1,000.00
10-11-41310-9154	Due To Fleet Fund	\$ 25,383.96	\$ 26,580.00	\$ 25,384.00
41310	Executive	\$ 701,578.79	\$ 634,894.00	\$ 1,011,857.00
41410	Finance			
10-11-41410-1111	Salaries - Full-Time	\$ 280,699.01	\$ 336,235.00	\$ 368,304.00
10-11-41410-1112	Salaries - Part-Time	\$ -	\$ 11,296.00	\$ -
10-11-41410-1211	Overtime	\$ 1,811.48	\$ 1,500.00	\$ 1,500.00
10-11-41410-1300	Employee Benefits (401K & 457)	\$ 14,146.62	\$ 20,850.00	\$ 22,835.00
10-11-41410-1321	Clothing Allowance	\$ -	\$ 410.00	\$ 410.00
10-11-41410-1511	FICA	\$ -	\$ 702.00	\$ -
10-11-41410-1512	Medicare	\$ 3,795.54	\$ 5,041.00	\$ 5,341.00
10-11-41410-1521	Retirement	\$ 49,256.73	\$ 58,796.00	\$ 50,747.00
10-11-41410-1541	Health Insurance	\$ 57,053.37	\$ 80,723.00	\$ 76,115.00
10-11-41410-1545	Dental Insurance	\$ 4,189.86	\$ 5,817.00	\$ 5,297.00
10-11-41410-1548	Vision Insurance	\$ 760.92	\$ 1,091.00	\$ 932.00
10-11-41410-1561	Long Term Disability	\$ 1,233.50	\$ 2,005.00	\$ 2,347.00
10-11-41410-2121	Dues & Memberships	\$ 365.00	\$ 750.00	\$ 600.00
10-11-41410-2321	Travel & Training	\$ 4,196.35	\$ 5,800.00	\$ 5,600.00
10-11-41410-2369	Meetings	\$ 193.01	\$ 300.00	\$ 300.00
10-11-41410-2411	Office Expense & Supplies	\$ 1,616.23	\$ -	\$ -
10-11-41410-2710	Budget/CAFR Preparation	\$ 646.25	\$ 1,350.00	\$ 1,635.00
10-11-41410-4140	Banking Fees	\$ 38,450.49	\$ 65,000.00	\$ 45,000.00
10-11-41410-4521	Collection Fees	\$ 1,688.87	\$ -	\$ -
10-11-41410-4531	Professional & Technical Servi	\$ 36,500.00	\$ 44,500.00	\$ 49,500.00
10-11-41410-7411	Office Equipment	\$ -	\$ 150.00	\$ -
10-11-41410-7412	Computer Equipment	\$ -	\$ 2,000.00	\$ -
41410	Finance	\$ 496,603.23	\$ 644,316.00	\$ 636,463.00
41710	Engineering			
10-11-41710-1111	Salaries - Full-Time	\$ 384,189.25	\$ 366,078.00	\$ 497,736.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-11-41710-1211	Overtime	\$ 5,938.28	\$ 3,612.00	\$ 2,000.00
10-11-41710-1300	Employee Benefits (401K & 457)	\$ 21,798.56	\$ 22,702.00	\$ 30,860.00
10-11-41710-1321	Clothing Allowance	\$ 1,900.00	\$ 1,850.00	\$ 2,000.00
10-11-41710-1512	Medicare	\$ 5,427.13	\$ 5,312.00	\$ 7,217.00
10-11-41710-1521	Retirement	\$ 67,648.40	\$ 65,184.00	\$ 71,367.00
10-11-41710-1541	Health Insurance	\$ 100,240.56	\$ 104,893.00	\$ 125,869.00
10-11-41710-1545	Dental Insurance	\$ 8,064.58	\$ 8,053.00	\$ 9,785.00
10-11-41710-1548	Vision Insurance	\$ 1,419.64	\$ 1,478.00	\$ 1,701.00
10-11-41710-1561	Long Term Disability	\$ 1,792.69	\$ 2,673.00	\$ 2,655.00
10-11-41710-2121	Dues & Memberships	\$ 827.00	\$ 1,200.00	\$ 1,130.00
10-11-41710-2321	Travel & Training	\$ 1,647.31	\$ 5,500.00	\$ 5,040.00
10-11-41710-2369	Meetings	\$ 71.57	\$ 300.00	\$ 500.00
10-11-41710-2513	Equipment Supplies/Maintenance	\$ 5,429.40	\$ 2,500.00	\$ 2,500.00
10-11-41710-2523	Blue Stakes Supplies	\$ 3,291.58	\$ 2,500.00	\$ 2,500.00
10-11-41710-4531	Professional & Technical Servi	\$ 20,560.00	\$ 40,000.00	\$ 20,000.00
10-11-41710-9154	Due To Fleet Fund	\$ 80,049.00	\$ 25,255.00	\$ 43,049.00
41710	Engineering	\$ 710,294.95	\$ 659,090.00	\$ 825,909.00
41800	Planning & Zoning			
10-32-41800-1111	Salaries - Full-Time Permanent	\$ 316,817.79	\$ 435,594.00	\$ 649,396.00
10-32-41800-1112	Salaries - Part-Time Permanent	\$ -	\$ 6,000.00	\$ 6,000.00
10-32-41800-1211	Overtime	\$ 4,015.31	\$ 2,500.00	\$ 2,500.00
10-32-41800-1300	Employee Benefits (401k & 457)	\$ 16,467.25	\$ 27,011.00	\$ 40,262.00
10-32-41800-1321	Clothing Allowance	\$ 800.00	\$ 1,200.00	\$ 2,050.00
10-32-41800-1511	FICA	\$ -	\$ 372.00	\$ 372.00
10-32-41800-1512	Medicare	\$ 4,421.22	\$ 6,408.00	\$ 9,504.00
10-32-41800-1521	Retirement	\$ 52,888.75	\$ 74,017.00	\$ 86,107.00
10-32-41800-1541	Health Insurance	\$ 61,228.91	\$ 110,094.00	\$ 146,528.00
10-32-41800-1545	Dental Insurance	\$ 4,311.98	\$ 7,848.00	\$ 10,668.00
10-32-41800-1548	Vision Insurance	\$ 790.41	\$ 1,478.00	\$ 1,869.00
10-32-41800-1561	Long Term Disability	\$ 1,525.22	\$ 3,165.00	\$ 4,032.00
10-32-41800-2121	Dues & Memberships	\$ 1,484.94	\$ 2,650.00	\$ 3,702.00
10-32-41800-2321	Travel & Training	\$ 2,434.30	\$ 8,420.00	\$ 9,020.00
10-32-41800-2322	Planning Commissioner-Expense	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00
10-32-41800-2369	Meetings	\$ -	\$ 300.00	\$ 300.00
10-32-41800-4531	Professional & Technical Servi	\$ 1,800.00	\$ 42,000.00	\$ 61,950.00
10-32-41800-5001	Misc - Expenses	\$ 14.00	\$ 3,360.00	\$ 1,100.00
10-32-41800-6550	Capital - Studies	\$ 25,000.00	\$ 125,000.00	\$ 75,000.00
10-32-41800-9154	Due To Fleet Fund	\$ 27,021.00	\$ 787,394.00	\$ 27,021.00
41800	Planning & Zoning	\$ 523,221.08	\$ 1,646,811.00	\$ 1,139,381.00
41910	Economic Development			
10-18-41910-1111	Salaries - Full-Time Permanent	\$ 53,597.86	\$ 74,158.00	\$ 78,876.00
10-18-41910-1300	Employee Benefits	\$ 3,330.54	\$ 4,598.00	\$ 4,890.00
10-18-41910-1321	Clothing Allowance	\$ -	\$ 100.00	\$ 100.00
10-18-41910-1512	Medicare	\$ 743.79	\$ 1,079.00	\$ 1,143.00
10-18-41910-1521	Retirement	\$ 9,063.98	\$ 12,377.00	\$ 7,888.00
10-18-41910-1541	Health Insurance	\$ 11,257.25	\$ 15,867.00	\$ 16,519.00
10-18-41910-1545	Dental Insurance	\$ 926.42	\$ 1,241.00	\$ 1,303.00
10-18-41910-1548	Vision Insurance	\$ 162.72	\$ 226.00	\$ 226.00
10-18-41910-1561	Long Term Disability	\$ 234.54	\$ 353.00	\$ 403.00
10-18-41910-2121	Dues & Memberships	\$ 12,046.00	\$ 14,370.00	\$ 18,205.00
10-18-41910-2321	Travel & Training	\$ 1,660.00	\$ 12,000.00	\$ 9,100.00
10-18-41910-2369	Meetings	\$ 680.80	\$ 1,500.00	\$ 1,000.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-18-41910-4531	Professional & Technical Servi	\$ 5,236.11	\$ 90,000.00	\$ 5,000.00
10-18-41910-5780	Marketing Tools	\$ 2,110.91	\$ 12,500.00	\$ 12,460.00
10-18-41910-6522	Economic Development	\$ 11,709.76	\$ 20,000.00	\$ 37,500.00
41910	Economic Development	\$ 112,760.68	\$ 260,369.00	\$ 194,613.00
41940	Recreation			
10-18-41940-1111	Salaries - Full-Time Permanent	\$ 103,636.78	\$ 94,544.00	\$ 151,336.00
10-18-41940-1112	Salaries - Part-Time Permanent	\$ 1,209.60	\$ 44,674.00	\$ 31,487.00
10-18-41940-1211	Overtime	\$ 4,962.40	\$ 5,000.00	\$ 5,000.00
10-18-41940-1300	Employee Benefits (410K & 457)	\$ 6,309.34	\$ 5,864.00	\$ 9,383.00
10-18-41940-1321	Clothing Allowance	\$ 400.00	\$ 800.00	\$ 800.00
10-18-41940-1511	FICA	\$ 75.00	\$ 2,781.00	\$ 1,952.00
10-18-41940-1512	Medicare	\$ 1,495.91	\$ 2,030.00	\$ 2,650.00
10-18-41940-1521	Retirement	\$ 19,278.00	\$ 16,854.00	\$ 21,014.00
10-18-41940-1541	Health Insurance	\$ 37,394.35	\$ 37,568.00	\$ 51,655.00
10-18-41940-1545	Dental Insurance	\$ 3,049.23	\$ 2,919.00	\$ 3,813.00
10-18-41940-1548	Vision Insurance	\$ 536.29	\$ 533.00	\$ 675.00
10-18-41940-1561	Long Term Disability	\$ 487.34	\$ 878.00	\$ 693.00
10-18-41940-2121	Dues & Memberships	\$ 275.00	\$ 580.00	\$ 665.00
10-18-41940-2321	Travel & Training	\$ -	\$ 1,500.00	\$ 3,200.00
10-18-41940-2513	Equipment Supplies/Maintenance	\$ 2,574.65	\$ 5,000.00	\$ 5,000.00
10-18-41940-4531	Professional & Technical Servi	\$ 2,155.00	\$ 3,500.00	\$ 3,500.00
10-18-41940-5747	Sports-New Program Development	\$ -	\$ 5,000.00	\$ 5,000.00
10-18-41940-5748	Ultimate Frisbee	\$ -	\$ 2,500.00	\$ 2,500.00
10-18-41940-5749	Picketball	\$ -	\$ 2,500.00	\$ 2,500.00
10-18-41940-5753	Youth Basketball	\$ 47,150.65	\$ 60,000.00	\$ 68,000.00
10-18-41940-5754	Adult Softball	\$ 3,076.82	\$ 9,000.00	\$ 9,000.00
10-18-41940-5755	Adult Volleyball	\$ -	\$ 1,500.00	\$ 1,500.00
10-18-41940-5756	Adult Basketball	\$ -	\$ 2,800.00	\$ 2,800.00
10-18-41940-5759	Adult Flag Football	\$ -	\$ 2,500.00	\$ 2,500.00
10-18-41940-9154	Due To Fleet Fund	\$ 19,824.00	\$ 21,619.00	\$ 19,824.00
41940	Recreation	\$ 253,890.36	\$ 332,444.00	\$ 406,447.00
41950	Project Mgmt & Facilities			
10-19-41950-1111	Salaries - Full-Time Permanent	\$ 189,687.62	\$ 158,007.00	\$ 235,560.00
10-19-41950-1112	Salaries - Part-Time Permanent	\$ 36,102.56	\$ 41,610.00	\$ 51,124.00
10-19-41950-1115	Unemployment	\$ 1,355.95	\$ -	\$ -
10-19-41950-1211	Overtime	\$ 1,768.77	\$ -	\$ 3,000.00
10-19-41950-1300	Employee Benefits (401K & 457)	\$ 5,362.81	\$ 9,799.00	\$ 14,605.00
10-19-41950-1321	Clothing Allowance	\$ -	\$ 1,000.00	\$ 1,200.00
10-19-41950-1511	FICA	\$ 2,272.26	\$ 2,581.00	\$ 3,170.00
10-19-41950-1512	Medicare	\$ 3,188.09	\$ 2,899.00	\$ 4,158.00
10-19-41950-1521	Retirement	\$ 33,611.56	\$ 28,681.00	\$ 30,796.00
10-19-41950-1531	State Insurance Fund	\$ 26,352.59	\$ 32,200.00	\$ 25,000.00
10-19-41950-1541	Health Insurance	\$ 51,767.79	\$ 52,630.00	\$ 65,297.00
10-19-41950-1545	Dental Insurance	\$ 4,058.01	\$ 4,138.00	\$ 4,704.00
10-19-41950-1548	Vision Insurance	\$ 704.09	\$ 754.00	\$ 814.00
10-19-41950-1561	Long Term Disability	\$ 902.00	\$ 1,148.00	\$ 1,628.00
10-19-41950-2321	Travel & Training	\$ 757.99	\$ 1,500.00	\$ 2,000.00
10-19-41950-2513	Equipment Supplies/Maintenance	\$ 151.06	\$ 5,000.00	\$ 5,000.00
10-19-41950-2610	Building & Grounds Maintenance	\$ 40,122.97	\$ 50,000.00	\$ 55,000.00
10-19-41950-2612	Janitorial Services	\$ 18,513.41	\$ 30,000.00	\$ 25,000.00
10-19-41950-3111	Utilities	\$ 48,920.33	\$ 53,703.00	\$ 64,445.00
10-19-41950-4531	Professional & Technical Servi	\$ 14,447.00	\$ 14,700.00	\$ 16,440.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-19-41950-6211	Insurance & Surety Bonds	\$ 184,007.40	\$ -	\$ -
10-19-41950-7211	Building & Bldg Improvements	\$ -	\$ 232,605.00	\$ 270,000.00
10-19-41950-7410	Equipment	\$ 279.00	\$ 7,700.00	\$ 5,000.00
10-19-41950-7552	Furniture	\$ 2,845.43	\$ 20,000.00	\$ 40,000.00
10-19-41950-9154	Due To Fleet Fund	\$ 76,533.96	\$ 39,003.00	\$ 39,534.00
41950	Project Mgmt & Facilities	\$ 743,712.65	\$ 789,658.00	\$ 963,475.00
41955	Information Technology			
10-19-41955-2121	Dues & Memberships	\$ 179.00	\$ 200.00	\$ 200.00
10-19-41955-2513	Equipment Supplies/Maintenance	\$ 6,527.29	\$ 2,500.00	\$ 6,000.00
10-19-41955-3311	Telephone	\$ 29,811.37	\$ 30,000.00	\$ 33,000.00
10-19-41955-3313	Cell Phone	\$ 58,585.45	\$ 55,000.00	\$ 62,000.00
10-19-41955-3315	DSL Service	\$ 7,458.44	\$ 12,000.00	\$ 14,400.00
10-19-41955-4221	Website Maintenance	\$ 10,712.98	\$ 10,000.00	\$ 12,000.00
10-19-41955-4222	Printer/Copier Maintenance	\$ 10,034.65	\$ 12,000.00	\$ 13,000.00
10-19-41955-4261	Computer Software & Maint.	\$ 267,599.77	\$ 222,181.00	\$ 215,504.00
10-19-41955-4531	Professional & Technical Servi	\$ 49,821.38	\$ 109,778.00	\$ 176,000.00
10-19-41955-7410	Equipment	\$ -	\$ 1,500.00	\$ -
10-19-41955-7412	Computer Equipment	\$ 133,259.11	\$ 42,500.00	\$ 55,550.00
41955	Information Technology	\$ 573,989.44	\$ 497,659.00	\$ 587,654.00
41970	Public Information Services			
10-19-41970-1111	Salaries - Full-Time Permanent	\$ 135,679.69	\$ 129,988.00	\$ 180,280.00
10-19-41970-1112	Salaries - Part-Time Permanent	\$ 35,544.00	\$ 38,117.00	\$ 43,158.00
10-19-41970-1211	Overtime	\$ 1,210.45	\$ 1,000.00	\$ 1,000.00
10-19-41970-1300	Employee Benefits (401K & 457)	\$ 7,525.40	\$ 8,061.00	\$ 11,178.00
10-19-41970-1321	Clothing Allowance	\$ -	\$ 400.00	\$ 500.00
10-19-41970-1511	FICA	\$ 2,231.68	\$ 2,364.00	\$ 2,676.00
10-19-41970-1512	Medicare	\$ 2,382.68	\$ 2,439.00	\$ 3,239.00
10-19-41970-1521	Retirement	\$ 22,407.58	\$ 23,185.00	\$ 18,029.00
10-19-41970-1541	Health Insurance	\$ 29,486.35	\$ 29,360.00	\$ 50,278.00
10-19-41970-1545	Dental Insurance	\$ 2,215.58	\$ 2,048.00	\$ 3,704.00
10-19-41970-1548	Vision Insurance	\$ 401.11	\$ 388.00	\$ 656.00
10-19-41970-1561	Long Term Disability	\$ 585.78	\$ 757.00	\$ 830.00
10-19-41970-2121	Dues & Memberships	\$ 400.00	\$ 1,500.00	\$ 1,500.00
10-19-41970-2321	Travel & Training	\$ 816.00	\$ 3,500.00	\$ 3,500.00
10-19-41970-2369	Meetings	\$ -	\$ 300.00	\$ 300.00
10-19-41970-4531	Professional & Technical Servi	\$ 90.00	\$ 3,100.00	\$ 18,100.00
10-19-41970-4541	Printing & Mailing	\$ 513.57	\$ -	\$ -
10-19-41970-5003	Special Projects	\$ 13,074.00	\$ 17,000.00	\$ 10,000.00
10-19-41970-5005	EM City Merchandise	\$ 7,585.00	\$ 28,000.00	\$ 15,000.00
10-19-41970-7412	Computer Equipment	\$ -	\$ 1,400.00	\$ 1,400.00
41970	Public Information Services	\$ 262,148.87	\$ 292,907.00	\$ 365,328.00
41980	Human Resources			
10-19-41980-1111	Salaries - Full-Time Permanent	\$ 81,937.41	\$ 73,130.00	\$ 89,040.00
10-19-41980-1112	Salaries - Part-Time Permanent	\$ 8,847.35	\$ -	\$ -
10-19-41980-1300	Employee Benefits (401K & 457)	\$ 4,563.38	\$ 4,535.00	\$ 5,520.00
10-19-41980-1321	Clothing Allowance	\$ 5,850.00	\$ 100.00	\$ 100.00
10-19-41980-1511	FICA	\$ 1,244.94	\$ -	\$ -
10-19-41980-1512	Medicare	\$ 1,301.02	\$ 1,061.00	\$ 1,290.00
10-19-41980-1521	Retirement	\$ 13,187.95	\$ 12,206.00	\$ 8,904.00
10-19-41980-1541	Health Insurance	\$ 18,140.18	\$ 17,630.00	\$ 18,354.00
10-19-41980-1545	Dental Insurance	\$ 1,420.88	\$ 1,379.00	\$ 1,448.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-19-41980-1548	Vision Insurance	\$ 249.54	\$ 251.00	\$ 251.00
10-19-41980-1561	Long Term Disability	\$ 327.17	\$ 393.00	\$ 533.00
10-19-41980-2121	Dues & Memberships	\$ 4,958.00	\$ 450.00	\$ 650.00
10-19-41980-2321	Travel & Training	\$ 2,072.72	\$ 10,250.00	\$ 12,500.00
10-19-41980-2371	Education Assistance	\$ 4,210.00	\$ 20,000.00	\$ 20,000.00
10-19-41980-2377	Wellness Committee	\$ -	\$ -	\$ 3,000.00
10-19-41980-2378	Safety Award	\$ 199.75	\$ 5,000.00	\$ 1,500.00
10-19-41980-2379	Employee Activities	\$ 16,085.94	\$ 15,000.00	\$ 17,000.00
10-19-41980-2411	Office Supplies	\$ 18,075.61	\$ 25,000.00	\$ 25,000.00
10-19-41980-2431	Uniform & Clothing	\$ 399.00	\$ -	\$ -
10-19-41980-4261	Computer Software & Maint	\$ 144.00	\$ -	\$ -
10-19-41980-4531	Professional & Technical Servi	\$ 35,414.50	\$ 31,129.00	\$ 30,889.00
10-19-41980-6211	Insurance & Surety Bonds	\$ -	\$ 42,000.00	\$ 50,000.00
41980	Human Resources	\$ 218,629.34	\$ 259,514.00	\$ 285,979.00
41990	Special Events			
10-18-41990-1111	Salaries - Full-Time Permanent	\$ 46,883.72	\$ 71,847.00	\$ 99,745.00
10-18-41990-1112	Salaries - Part-Time Permanent	\$ 20,377.69	\$ 22,100.00	\$ -
10-18-41990-1211	Overtime	\$ 3,502.87	\$ -	\$ 2,000.00
10-18-41990-1300	Employee Benefits (401K & 457)	\$ 575.32	\$ 4,456.00	\$ 6,185.00
10-18-41990-1321	Clothing Allowance	\$ -	\$ 400.00	\$ 600.00
10-18-41990-1511	FICA	\$ 1,314.00	\$ 1,371.00	\$ -
10-18-41990-1512	Medicare	\$ 974.02	\$ 1,364.00	\$ 1,447.00
10-18-41990-1521	Retirement	\$ 8,506.12	\$ 12,112.00	\$ 9,974.00
10-18-41990-1541	Health Insurance	\$ 15,561.02	\$ 25,547.00	\$ 24,002.00
10-18-41990-1545	Dental Insurance	\$ 1,277.40	\$ 1,999.00	\$ 1,448.00
10-18-41990-1548	Vision Insurance	\$ 69.19	\$ 364.00	\$ 251.00
10-18-41990-1561	Long Term Disability	\$ 228.61	\$ 571.00	\$ 689.00
10-18-41990-2121	Dues & Memberships	\$ 757.00	\$ 1,200.00	\$ 2,025.00
10-18-41990-2321	Travel & Training	\$ -	\$ 2,500.00	\$ 3,050.00
10-18-41990-2513	Equipment Supplies/Maintenance	\$ -	\$ 8,000.00	\$ 21,000.00
10-18-41990-5850	Veterans Board	\$ -	\$ 2,100.00	\$ 2,100.00
10-18-41990-5851	Youth Council	\$ 1,500.00	\$ 3,725.00	\$ 3,725.00
10-18-41990-5852	Senior Council	\$ 3,773.40	\$ 5,000.00	\$ 6,000.00
10-18-41990-5856	Special Events & Projects	\$ 18,168.07	\$ 90,000.00	\$ 102,500.00
10-18-41990-5858	Pony Express Days Celebration	\$ 81,143.43	\$ 58,500.00	\$ 51,500.00
10-18-41990-5859	Miss Eagle Mountain Pageant	\$ 4,765.00	\$ 16,000.00	\$ 8,000.00
10-18-41990-9154	Due To Fleet Fund	\$ 10,047.00	\$ 9,609.00	\$ 10,047.00
41990	Special Events	\$ 219,423.86	\$ 338,765.00	\$ 356,288.00
42100	Public Safety			
10-21-42100-1112	Salaries - Part-Time Permanent	\$ 140,449.88	\$ 110,000.00	\$ 76,044.00
10-21-42100-1321	Clothing Allowance	\$ -	\$ 100.00	\$ 100.00
10-21-42100-1511	FICA	\$ 8,679.14	\$ 6,820.00	\$ 4,716.00
10-21-42100-1512	Medicare	\$ 2,030.02	\$ 1,609.00	\$ 1,102.00
10-21-42100-2321	Travel & Training	\$ -	\$ -	\$ 1,000.00
10-21-42100-4410	Animal Control	\$ 25,924.00	\$ 28,500.00	\$ 30,000.00
10-21-42100-4520	Contract Services	\$ 3,404,656.44	\$ 4,074,786.00	\$ 4,418,698.00
10-21-42100-4525	Dispatch Services	\$ 148,121.46	\$ 154,000.00	\$ 168,000.00
10-21-42100-4531	Professional & Technical Servi	\$ 64,963.08	\$ -	\$ -
10-21-42100-5002	Special Department Supplies	\$ 1,999.80	\$ 2,000.00	\$ 2,000.00
10-21-42100-5230	Emergency Management	\$ 1,466.70	\$ 5,000.00	\$ 4,000.00
10-21-42100-5235	CERT Training	\$ -	\$ 500.00	\$ 500.00
10-21-42100-5859	Rad Women/Kids	\$ 687.30	\$ 6,000.00	\$ 6,000.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-21-42100-5860	Community Safety/VIPS	\$ 4,809.59	\$ 3,000.00	\$ 3,000.00
10-21-42100-5861	Communities That Care Program	\$ 10,041.08	\$ -	\$ -
10-21-42100-5862	DUI Blitzes w/ Alcohol Tax Fnd	\$ 399.96	\$ 23,000.00	\$ 23,000.00
10-21-42100-7415	Emergency Management Equipment	\$ 6,851.75	\$ 16,000.00	\$ 36,000.00
42100	Public Safety	\$ 3,821,080.20	\$ 4,431,315.00	\$ 4,774,160.00
42420	Building Inspections			
10-33-42420-1111	Salaries - Full-Time Permanent	\$ 381,312.83	\$ 480,799.00	\$ 725,348.00
10-33-42420-1112	Salaries - Part-Time Permanent	\$ 36,309.07	\$ 36,400.00	\$ 41,685.00
10-33-42420-1116	Salaries - Fast Track	\$ 44,240.00	\$ -	\$ -
10-33-42420-1211	Overtime	\$ 3,881.56	\$ 3,000.00	\$ 3,000.00
10-33-42420-1300	Employee Benefits (401k & 457	\$ 27,241.97	\$ 29,817.00	\$ 44,973.00
10-33-42420-1321	Clothing Allowance	\$ 1,600.00	\$ 2,400.00	\$ 3,350.00
10-33-42420-1511	FICA	\$ 2,584.23	\$ 2,258.00	\$ 2,584.00
10-33-42420-1512	Medicare	\$ 6,411.48	\$ 7,503.00	\$ 11,122.00
10-33-42420-1521	Retirement	\$ 71,612.96	\$ 80,635.00	\$ 79,218.00
10-33-42420-1541	Health Insurance	\$ 106,651.20	\$ 137,655.00	\$ 207,543.00
10-33-42420-1545	Dental Insurance	\$ 8,481.15	\$ 10,634.00	\$ 16,226.00
10-33-42420-1548	Vision Insurance	\$ 1,493.06	\$ 1,945.00	\$ 2,815.00
10-33-42420-1561	Long Term Disability	\$ 1,928.13	\$ 3,322.00	\$ 3,899.00
10-33-42420-2121	Dues & Memberships	\$ 318.00	\$ 3,425.00	\$ 3,595.00
10-33-42420-2321	Travel & Training	\$ 763.00	\$ 5,000.00	\$ 5,290.00
10-33-42420-2369	Meetings	\$ -	\$ 400.00	\$ 400.00
10-33-42420-2513	Equipment Supplies/Maintenance	\$ 613.50	\$ 600.00	\$ 1,000.00
10-33-42420-4531	Professional & Technical Servi	\$ 496,862.66	\$ 354,700.00	\$ 350,000.00
10-33-42420-9154	Due To Fleet Fund	\$ 44,951.04	\$ 102,575.00	\$ 44,951.00
42420	Building Inspections	\$ 1,237,255.84	\$ 1,263,068.00	\$ 1,546,999.00
44100	Streets & Roads			
10-41-44100-1111	Salaries - Full-Time Permanent	\$ 339,561.40	\$ 351,146.00	\$ 377,859.00
10-41-44100-1112	Salaries - Part-Time Permanent	\$ -	\$ 24,960.00	\$ 26,460.00
10-41-44100-1211	Overtime	\$ 7,344.42	\$ 25,000.00	\$ 25,000.00
10-41-44100-1300	Employee Benefits (401k & 457)	\$ 22,231.39	\$ 21,776.00	\$ 23,428.00
10-41-44100-1321	Clothing Allowance	\$ 2,300.00	\$ 2,400.00	\$ 3,500.00
10-41-44100-1511	FICA	\$ -	\$ 1,548.00	\$ 1,548.00
10-41-44100-1512	Medicare	\$ 4,887.49	\$ 5,459.00	\$ 5,841.00
10-41-44100-1521	Retirement	\$ 62,538.12	\$ 60,731.00	\$ 52,777.00
10-41-44100-1541	Health Insurance	\$ 90,210.08	\$ 100,077.00	\$ 98,793.00
10-41-44100-1545	Dental Insurance	\$ 6,741.61	\$ 7,610.00	\$ 6,499.00
10-41-44100-1548	Vision Insurance	\$ 1,164.89	\$ 1,413.00	\$ 1,148.00
10-41-44100-1561	Long Term Disability	\$ 1,639.45	\$ 3,113.00	\$ 2,463.00
10-41-44100-2321	Travel & Training	\$ 1,190.00	\$ 4,700.00	\$ 5,000.00
10-41-44100-2369	Meetings	\$ 260.51	\$ 350.00	\$ 350.00
10-41-44100-2513	Equipment Supplies/Maintenance	\$ 44,972.70	\$ 55,000.00	\$ 60,000.00
10-41-44100-3111	Utilities (Gas Electric Water	\$ 273.00	\$ -	\$ -
10-41-44100-4121	Attorney Fees	\$ 1,656.00	\$ -	\$ -
10-41-44100-4394	Collar Maintenance	\$ -	\$ 10,000.00	\$ 10,000.00
10-41-44100-4531	Professional & Technical Servi	\$ 77,958.30	\$ 5,000.00	\$ 5,000.00
10-41-44100-4811	Equipment Rental/Lease (Non-Pu	\$ 23,651.41	\$ 38,000.00	\$ 68,800.00
10-41-44100-5121	Unimproved Road Maint.	\$ -	\$ 4,575.00	\$ 6,000.00
10-41-44100-5122	Paved Road Maint.	\$ 937,423.72	\$ 1,508,300.00	\$ 1,650,000.00
10-41-44100-5124	Sidewalk Maintenance	\$ 32,569.38	\$ 50,000.00	\$ 50,000.00
10-41-44100-5140	Street Light New Install	\$ 593,229.84	\$ 700,000.00	\$ 700,000.00
10-41-44100-5141	Street Light Maintenance	\$ 273,796.52	\$ 150,000.00	\$ 200,000.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-41-44100-5142	Traffic Signal Maintenance	\$ 23,819.08	\$ 30,000.00	\$ 38,000.00
10-41-44100-5721	Snow Removal	\$ 46,764.11	\$ 85,000.00	\$ 85,000.00
10-41-44100-5730	Street Sign Maintenance	\$ 28,307.99	\$ 55,000.00	\$ 55,000.00
10-41-44100-7410	Equipment	\$ 27,000.00	\$ 35,532.00	\$ 25,000.00
10-41-44100-8211	Lease Purchase	\$ -	\$ 27,000.00	\$ 27,000.00
10-41-44100-9154	Due To Fleet Fund	\$ 247,344.96	\$ 250,892.00	\$ 247,345.00
44100	Streets & Roads	\$ 2,898,836.37	\$ 3,614,582.00	\$ 3,857,811.00
45100	Parks & Recreation			
10-41-45100-1111	Salaries - Full-Time Permanent	\$ 424,433.89	\$ 427,582.00	\$ 570,638.00
10-41-45100-1112	Salaries - Part-Time Permanent	\$ 41,461.50	\$ 49,920.00	\$ 52,916.00
10-41-45100-1113	Salaries - Full Time Temporary	\$ 2,616.00	\$ -	\$ -
10-41-45100-1211	Overtime	\$ 22,020.29	\$ 19,000.00	\$ 19,000.00
10-41-45100-1300	Employee Benefits (401k & 457)	\$ 29,546.10	\$ 26,516.00	\$ 35,379.00
10-41-45100-1321	Clothing Allowance	\$ 3,567.97	\$ 4,800.00	\$ 5,600.00
10-41-45100-1511	FICA	\$ 3,424.56	\$ 3,096.00	\$ 3,281.00
10-41-45100-1512	Medicare	\$ 6,884.23	\$ 6,930.00	\$ 9,043.00
10-41-45100-1521	Retirement	\$ 76,409.26	\$ 73,882.00	\$ 70,364.00
10-41-45100-1541	Health Insurance	\$ 114,882.27	\$ 123,160.00	\$ 163,391.00
10-41-45100-1545	Dental Insurance	\$ 9,146.17	\$ 9,441.00	\$ 11,954.00
10-41-45100-1548	Vision Insurance	\$ 1,624.41	\$ 1,777.00	\$ 2,107.00
10-41-45100-1561	Long Term Disability	\$ 2,358.00	\$ 3,979.00	\$ 4,054.00
10-41-45100-2121	Dues & Memberships	\$ 1,470.00	\$ 1,130.00	\$ 1,145.00
10-41-45100-2321	Travel & Training	\$ 652.00	\$ 4,500.00	\$ 5,400.00
10-41-45100-2369	Meetings	\$ 15.20	\$ 400.00	\$ 400.00
10-41-45100-2513	Equipment Supplies/Maintenance	\$ 18,577.67	\$ 27,000.00	\$ 30,000.00
10-41-45100-2610	Building & Grounds Maintenance	\$ 16,032.17	\$ 12,000.00	\$ 15,000.00
10-41-45100-3111	Utilities (Gas Electric Water	\$ 310,195.97	\$ 150,000.00	\$ 180,000.00
10-41-45100-4121	Attorney Fees	\$ 4,536.00	\$ -	\$ -
10-41-45100-4531	Professional & Technical Servi	\$ 543,298.38	\$ 605,000.00	\$ 631,000.00
10-41-45100-4811	Equipment Rental/Lease (Non-Pu	\$ 21,636.72	\$ 20,000.00	\$ 20,000.00
10-41-45100-5405	Park Amenities Repair/Replace	\$ 62,301.40	\$ 70,000.00	\$ 94,000.00
10-41-45100-5410	Landscape Maintenance	\$ 74,407.33	\$ 104,000.00	\$ 60,000.00
10-41-45100-5420	Parks Trail Maintenance	\$ (5,658.30)	\$ 30,000.00	\$ 80,000.00
10-41-45100-5430	City Wide Trees	\$ 20,742.98	\$ 40,000.00	\$ 40,000.00
10-41-45100-5721	Chemicals & Fertilizers	\$ 3,358.36	\$ 5,000.00	\$ 5,000.00
10-41-45100-7410	Equipment	\$ 85,598.77	\$ 76,500.00	\$ 10,000.00
10-41-45100-8211	Lease Purchase	\$ -	\$ -	\$ 14,300.00
10-41-45100-9154	Due To Fleet Fund	\$ 202,386.00	\$ 104,916.00	\$ 80,386.00
45100	Parks & Recreation	\$ 2,097,925.30	\$ 2,000,529.00	\$ 2,214,358.00
45800	Library			
10-18-45800-1111	Salaries - Full-Time Permanent	\$ 117,704.46	\$ 115,691.00	\$ 269,035.00
10-18-45800-1112	Salaries - Part-Time Permanent	\$ 104,982.11	\$ 138,905.00	\$ 151,299.00
10-18-45800-1300	Employee Benefits (401K & 457)	\$ 7,058.62	\$ 7,173.00	\$ 16,679.00
10-18-45800-1321	Clothing Allowance	\$ -	\$ 800.00	\$ 1,300.00
10-18-45800-1511	FICA	\$ 6,259.44	\$ 8,619.00	\$ 9,382.00
10-18-45800-1512	Medicare	\$ 3,020.04	\$ 3,699.00	\$ 6,094.00
10-18-45800-1521	Retirement	\$ 23,111.54	\$ 21,369.00	\$ 38,802.00
10-18-45800-1541	Health Insurance	\$ 34,659.26	\$ 35,260.00	\$ 100,946.00
10-18-45800-1545	Dental Insurance	\$ 2,850.36	\$ 2,758.00	\$ 7,960.00
10-18-45800-1548	Vision Benefit	\$ 500.64	\$ 502.00	\$ 1,377.00
10-18-45800-1561	Long Term Disability	\$ 549.24	\$ 786.00	\$ 931.00
10-18-45800-2121	Dues & Memberships	\$ 14,683.00	\$ 16,000.00	\$ 16,000.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
10-18-45800-2321	Travel & Training	\$ 447.11	\$ 1,500.00	\$ 3,000.00
10-18-45800-2369	Meetings	\$ 57.76	\$ 150.00	\$ 150.00
10-18-45800-2411	Office Expense & Supplies	\$ 3,461.84	\$ 4,000.00	\$ 5,000.00
10-18-45800-2513	Equipment Supplies/Maintenance	\$ 920.68	\$ 1,550.00	\$ 1,550.00
10-18-45800-4211	Computer Network & Data Proces	\$ 18,165.81	\$ 21,000.00	\$ 21,000.00
10-18-45800-5791	Library Materials & Books	\$ 43,730.50	\$ 50,000.00	\$ 55,000.00
10-18-45800-5795	Library Materials from Grants	\$ 12,752.03	\$ 27,000.00	\$ 27,000.00
10-18-45800-5856	Library Special Events	\$ 3,575.00	\$ 3,600.00	\$ 4,000.00
10-18-45800-7410	Equipment	\$ 9,199.00	\$ -	\$ 20,000.00
10-18-45800-7412	Computer Equipment	\$ -	\$ 5,000.00	\$ 5,000.00
10-18-45800-7552	Furniture	\$ 19,990.44	\$ -	\$ -
45800	Library	\$ 427,678.88	\$ 465,362.00	\$ 761,505.00
47100	Debt Service - Bonds			
10-71-47100-8111	Principal	\$ -	\$ -	\$ 1,160,703.00
10-71-47100-8121	Interest	\$ -	\$ -	\$ 843,519.00
47100	Debt Service - Bonds	\$ -	\$ -	\$ 2,004,222.00
48100	Transfers & Contributions			
10-61-48100-9147	Due To Cap Proj Fund	\$ -	\$ 10,334,357.00	\$ 5,778,295.00
10-61-48100-9152	Due To Sewer Fund	\$ -	\$ 4,543,599.00	\$ -
10-61-48100-9180	Due to RDA	\$ -	\$ -	\$ 600,000.00
48100	Transfers & Contributions	\$ -	\$ 14,877,956.00	\$ 6,378,295.00
	Expense	\$ 15,916,591.15	\$ 33,736,164.00	\$ 29,150,089.00
10	General Fund	\$ 9,787,397.91	\$ -	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
11	Water Impact Fee Fund			
	Revenue			
	Planning Building & Eng Fees			
11-00-34805-0000	Buy In Water SA 1	\$ 1,171,359.15	\$ 2,590,257.00	\$ 2,590,257.00
11-00-34806-0000	Buy In Water SA 2	\$ 467,598.80	\$ 415,703.00	\$ 415,703.00
11-00-34860-0000	Future Facilities Water SA 1	\$ 5,162,459.20	\$ 5,191,272.00	\$ 5,191,272.00
11-00-34870-0000	Future Facilities Water SA 2	\$ 525,868.10	\$ 531,248.00	\$ 531,248.00
	Planning Building & Eng Fees	\$ 7,327,285.25	\$ 8,728,480.00	\$ 8,728,480.00
	Miscellaneous Revenues			
11-00-37010-0000	Interest Earnings	\$ 39,724.24	\$ 26,762.00	\$ 26,762.00
	Miscellaneous Revenues	\$ 39,724.24	\$ 26,762.00	\$ 26,762.00
	Revenue	\$ 7,367,009.49	\$ 8,755,242.00	\$ 8,755,242.00
	Expense			
48100	Transfers & Contributions			
11-61-48100-9151	Due To Water Fund	\$ 4,605,503.73	\$ 3,395,069.00	\$ 7,986,023.00
48100	Transfers & Contributions	\$ 4,605,503.73	\$ 3,395,069.00	\$ 7,986,023.00
51000	Water Fund			
11-51-51000-4531	Professional & Technical Servi	\$ 11,360.00	\$ 5,000.00	\$ -
11-51-51000-6302	SITLA Imp Fee Reimbursement	\$ 42,772.10	\$ -	\$ -
11-51-51000-6310	Developer Impact Fee Reimb.	\$ -	\$ 3,005,960.00	\$ 3,005,960.00
51000	Water Fund	\$ 54,132.10	\$ 3,010,960.00	\$ 3,005,960.00
	Expense	\$ 4,659,635.83	\$ 6,406,029.00	\$ 10,991,983.00
11	Water Impact Fee Fund	\$ 2,707,373.66	\$ 2,349,213.00	\$ (2,236,741.00)

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
12	Wastewater Impact Fee Fund			
	Revenue			
	Planning Building & Eng Fees			
12-00-34805-0000	SSA Treatment Buy In WW	\$ 1,818,782.30	\$ 2,064,451.00	\$ 2,064,451.00
12-00-34816-0000	Evan's Ranch Trunk Line WW	\$ 212,118.28	\$ 201,838.00	\$ 201,838.00
12-00-34820-0000	EMP Property Buy In	\$ 104,612.10	\$ 118,742.00	\$ 118,742.00
12-00-34825-0000	Future Facilities WW SSA	\$ 1,253,509.90	\$ 1,422,825.00	\$ 1,422,825.00
12-00-34830-0000	Ranches Pkwy Extension WW	\$ 844.84	\$ -	\$ -
12-00-34845-0000	Future Facilities WW NSA	\$ 282,642.32	\$ 268,968.00	\$ 268,968.00
12-00-34855-0000	Camp Williams Sewer Line	\$ 18,209.96	\$ 17,327.00	\$ 17,327.00
	Planning Building & Eng Fees	\$ 3,690,719.70	\$ 4,094,151.00	\$ 4,094,151.00
	Miscellaneous Revenues			
12-00-37010-0000	Interest Earnings	\$ 20,729.99	\$ 6,253.00	\$ 6,253.00
	Miscellaneous Revenues	\$ 20,729.99	\$ 6,253.00	\$ 6,253.00
	Revenue	\$ 3,711,449.69	\$ 4,100,404.00	\$ 4,100,404.00
	Expense			
48100	Transfers & Contributions			
12-61-48100-9152	Due To Sewer Fund	\$ 7,001,629.83	\$ 1,907,980.00	\$ 3,098,712.00
48100	Transfers & Contributions	\$ 7,001,629.83	\$ 1,907,980.00	\$ 3,098,712.00
52000	Sewer Fund			
12-51-52000-4531	Professional & Technical Servi	\$ 2,400.00	\$ 3,600.00	\$ -
12-51-52000-6310	Developer Impact Fee Reimb.	\$ 116,912.74	\$ 2,183,193.00	\$ 2,183,193.00
52000	Sewer Fund	\$ 119,312.74	\$ 2,186,793.00	\$ 2,183,193.00
	Expense	\$ 7,120,942.57	\$ 4,094,773.00	\$ 5,281,905.00
12	Wastewater Impact Fee Fund	\$ (3,409,492.88)	\$ 5,631.00	\$ (1,181,501.00)

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
15	Parks/Trails Impact Fee Fund			
	Revenue			
	Planning Building & Eng Fees			
15-00-34825-0000	Future Facilities PrksTrls SSA	\$ 2,647,561.00	\$ 3,554,552.00	\$ 3,554,552.00
15-00-34840-0000	SITLA Equity Buy In NSA	\$ 72,006.00	\$ 48,664.00	\$ 48,664.00
15-00-34841-0000	SITLA Equity Buy In SSA	\$ 101,211.00	\$ 58,300.00	\$ 58,300.00
15-00-34845-0000	Future Facilities PrksTrls NSA	\$ 1,724,028.60	\$ 2,108,632.00	\$ 2,108,632.00
15-00-34850-0000	Future Facilities PrksTrls WSA	\$ 9,476.00	\$ 57,280.00	\$ 57,280.00
	Planning Building & Eng Fees	\$ 4,554,282.60	\$ 5,827,428.00	\$ 5,827,428.00
	Miscellaneous Revenues			
15-00-37010-0000	Interest Earnings	\$ 7,954.03	\$ 5,469.00	\$ 5,469.00
	Miscellaneous Revenues	\$ 7,954.03	\$ 5,469.00	\$ 5,469.00
	Revenue	\$ 4,562,236.63	\$ 5,832,897.00	\$ 5,832,897.00
	Expense			
45100	Parks & Recreation			
15-51-45100-4531	Professional & Technical Servi	\$ 1,687.48	\$ -	\$ -
15-51-45100-6302	SITLA Imp Fee Reimbursement	\$ 141,570.00	\$ 106,964.00	\$ 106,964.00
45100	Parks & Recreation	\$ 143,257.48	\$ 106,964.00	\$ 106,964.00
48100	Transfers & Contributions			
15-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ 5,912,165.00	\$ 5,000,000.00
48100	Transfers & Contributions	\$ -	\$ 5,912,165.00	\$ 5,000,000.00
	Expense	\$ 143,257.48	\$ 6,019,129.00	\$ 5,106,964.00
15	Parks/Trails Impact Fee Fund	\$ 4,418,979.15	\$ (186,232.00)	\$ 725,933.00

Account Number	Description	2021 Actual		Current Year Estimate		2023 Proposed	
16	Public Safety Facility Impact						
	Revenue						
	Planning Building & Eng Fees						
16-00-34800-0000	Impact Fees	\$	-	\$	29,400.00	\$	30,000.00
	Planning Building & Eng Fees	\$	-	\$	29,400.00	\$	30,000.00
	Revenue	\$	-	\$	29,400.00	\$	30,000.00
	Expense						
48100	Transfers & Contributions						
16-61-48100-9110	Due To General Fund	\$	49.20	\$	-	\$	-
48100	Transfers & Contributions	\$	49.20	\$	-	\$	-
	Expense	\$	49.20	\$	-	\$	-
16	Public Safety Facility Impact	\$	(49.20)	\$	29,400.00	\$	30,000.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
17	Stormwater Impact Fee Fund			
	Revenue			
	Planning Building & Eng Fees			
17-00-34820-0000	EMP Property Buy In	\$ 26,130.45	\$ 30,902.00	\$ 30,902.00
17-00-34825-0000	Future Facilities StrmWtr SSA	\$ 493,925.45	\$ 660,749.00	\$ 660,749.00
17-00-34833-0000	Tickville Wash/Basin Eq Buy In	\$ 51,525.00	\$ 48,120.00	\$ 48,120.00
17-00-34845-0000	Future Facilities StrmWtr NSA	\$ 143,105.20	\$ 185,055.00	\$ 185,055.00
17-00-34850-0000	Future Facilities StrmWtr WSA	\$ 5,884.00	\$ 40,704.00	\$ 40,704.00
	Planning Building & Eng Fees	\$ 720,570.10	\$ 965,530.00	\$ 965,530.00
	Miscellaneous Revenues			
17-00-37010-0000	Interest Earnings	\$ 4,539.98	\$ 2,417.00	\$ 2,417.00
	Miscellaneous Revenues	\$ 4,539.98	\$ 2,417.00	\$ 2,417.00
	Interfund Transactions			
17-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ -
	Interfund Transactions	\$ -	\$ -	\$ -
	Revenue	\$ 725,110.08	\$ 967,947.00	\$ 967,947.00
	Expense			
48100	Transfers & Contributions			
17-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ -	\$ 2,351,100.00
48100	Transfers & Contributions	\$ -	\$ -	\$ 2,351,100.00
59000	Storm Drain Fund			
17-51-59000-4531	Professional & Technical Servi	\$ 8,330.00	\$ 1,960.00	\$ -
17-51-59000-6310	Developer Impact Fee Reimb.	\$ 17,302.85	\$ 79,022.00	\$ 79,022.00
59000	Storm Drain Fund	\$ 25,632.85	\$ 80,982.00	\$ 79,022.00
	Expense	\$ 25,632.85	\$ 80,982.00	\$ 2,430,122.00
17	Stormwater Impact Fee Fund	\$ 699,477.23	\$ 886,965.00	\$ (1,462,175.00)

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
18	Transportation Impact Fee Fund			
	Revenue			
	Planning Building & Eng Fees			
18-00-34820-0000	EMP Property Buy In	\$ 387,153.00	\$ 7,722.00	\$ -
18-00-34825-0000	Future Facilities Trans SSA	\$ 1,144,767.00	\$ 1,447,376.00	\$ 1,447,376.00
18-00-34840-0000	EM Blvd/Sweetwater NSA	\$ -	\$ -	\$ -
18-00-34841-0000	EM Blvd/Sweetwater SSA	\$ 237,088.00	\$ 186,000.00	\$ 186,000.00
18-00-34842-0000	Sweetwater Rd Eq Buy In WSA	\$ -	\$ -	\$ -
18-00-34844-0000	Pony Express Ext thru SlvrLke	\$ 26,270.00	\$ -	\$ -
18-00-34845-0000	Future Facilities Trans NSA	\$ 866,216.00	\$ 688,818.00	\$ 688,818.00
18-00-34847-0000	Airport Rd ROW NSA	\$ 24,842.40	\$ 17,952.00	\$ 17,952.00
18-00-34848-0000	Airport Rd ROW SSA	\$ 30,756.00	\$ 24,420.00	\$ 24,420.00
18-00-34849-0000	Airport Rd ROW WSA	\$ 132.00	\$ 66.00	\$ -
18-00-34850-0000	Future Facilities Trans WSA	\$ 4,940.00	\$ 19,760.00	\$ 19,760.00
	Planning Building & Eng Fees	\$ 2,722,164.40	\$ 2,392,114.00	\$ 2,384,326.00
	Miscellaneous Revenues			
18-00-37010-0000	Interest Earnings	\$ 6,172.59	\$ 2,809.00	\$ 2,809.00
	Miscellaneous Revenues	\$ 6,172.59	\$ 2,809.00	\$ 2,809.00
	Revenue	\$ 2,728,336.99	\$ 2,394,923.00	\$ 2,387,135.00
	Expense			
44100	Streets & Roads			
18-51-44100-6302	SITLA Imp Fee Reimbursement	\$ 128,762.56	\$ -	\$ -
18-51-44100-6310	Developer Impact Fee Reimb.	\$ 200,969.40	\$ 193,722.00	\$ 186,000.00
18-51-44100-6315	PE Pkwy Loan Pymnt	\$ 468,443.54	\$ 234,221.00	\$ -
44100	Streets & Roads	\$ 798,175.50	\$ 427,943.00	\$ 186,000.00
48100	Transfers & Contributions			
18-61-48100-9147	Due To General Fund CP Fund	\$ -	\$ 1,581,347.00	\$ -
48100	Transfers & Contributions	\$ -	\$ 1,581,347.00	\$ -
48200	Reimbursements			
	Expense	\$ 798,175.50	\$ 2,009,290.00	\$ 186,000.00
18	Transportation Impact Fee Fund	\$ 1,930,161.49	\$ 385,633.00	\$ 2,201,135.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
47	Capital Projects General Fund			
	Revenue			
	Intergovernmental Revenue			
47-00-33320-0000	Safe Routes To School Grant	\$ -	\$ 44,533.00	\$ -
47-00-33330-0000	MAG Funding	\$ -	\$ 4,024,977.00	\$ -
47-00-33400-0000	Misc State Grant Revenue	\$ 18,567.20	\$ -	\$ -
	Intergovernmental Revenue	\$ 18,567.20	\$ 4,069,510.00	\$ -
	Miscellaneous Revenues			
47-00-37010-0000	Interest Earnings	\$ 5,735.21	\$ -	\$ -
	Miscellaneous Revenues	\$ 5,735.21	\$ -	\$ -
	Interfund Transactions			
47-00-38110-0000	Due From General Fund	\$ -	\$ 10,334,357.00	\$ 5,778,295.00
47-00-38115-0000	Due From Prk/Trls Imp Fee Fnd	\$ -	\$ 5,912,165.00	\$ 5,000,000.00
47-00-38117-0000	Due From StrmWtr Imp Fee Fnd	\$ -	\$ -	\$ 2,351,100.00
47-00-38118-0000	Due From Trans Imp Fee Fnd	\$ -	\$ 1,581,347.00	\$ -
	Interfund Transactions	\$ -	\$ 17,827,869.00	\$ 13,129,395.00
	Special Revenues & Resources			
47-00-39710-0000	Contributions From Developers	\$ -	\$ 33,291.00	\$ -
47-00-39715-0000	Contributions for Parks	\$ -	\$ 121,000.00	\$ -
47-00-39920-0000	Fund Balance Appropriated	\$ -	\$ -	\$ 992,991.00
	Special Revenues & Resources	\$ -	\$ 154,291.00	\$ 992,991.00
	Revenue	\$ 24,302.41	\$ 22,051,670.00	\$ 14,122,386.00
	Expense			
41950	Project Mgmt & Facilities			
47-81-41950-7002	Misc Facilities Projects	\$ 253,247.04	\$ -	\$ -
47-81-41950-7048	TRUCK/EQUIP STORAGE BLDG	\$ -	\$ 360,000.00	\$ -
47-81-41950-7049	ASPHALT CDB YARD	\$ -	\$ 600,000.00	\$ 1,200,000.00
47-81-41950-7050	SENIOR CENTER PARKING LOT	\$ -	\$ 25,000.00	\$ -
41950	Project Mgmt & Facilities	\$ 253,247.04	\$ 985,000.00	\$ 1,200,000.00
41970	Public Information Services			
47-81-41970-7001	Digital Signs	\$ 118,122.95	\$ -	\$ -
41970	Public Information Services	\$ 118,122.95	\$ -	\$ -
41990	Special Events			
44100	Streets & Roads			
47-80-44100-7101	USP - Pony Exprs Pkwy Widening	\$ 17,289.00	\$ -	\$ -
47-81-44100-7001	Eagle Mountain Boulevard	\$ -	\$ -	\$ 850,800.00
47-81-44100-7014	Traffic Signals	\$ 518,624.88	\$ 130,000.00	\$ -
47-81-44100-7015	PE Widen at Hid Hollow	\$ 660.00	\$ -	\$ -
47-81-44100-7019	Misc - Street Dept Projects	\$ -	\$ -	\$ 500,000.00
47-81-44100-7020	Pony Express Widening Project	\$ 1,071,809.22	\$ 5,971,000.00	\$ -
47-81-44100-7023	2018 FB Pony Express South	\$ 1,710.25	\$ -	\$ -
47-81-44100-7026	Airport Road	\$ 44,014.50	\$ 1,000,000.00	\$ 999,000.00
47-81-44100-7046	MIDVALLEY ROAD	\$ -	\$ 1,000,000.00	\$ 501,300.00
47-81-44100-7047	WASATCH WING AND CLAY ROAD	\$ -	\$ 250,000.00	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
44100	Streets & Roads	\$ 1,654,107.85	\$ 8,351,000.00	\$ 2,851,100.00
45100	Parks & Recreation			
47-80-45100-7106	USP - City Center Streetscape	\$ 36,728.40	\$ -	\$ 792,991.00
47-80-45100-7107	USP - Parks Misc.	\$ -	\$ -	\$ 200,000.00
47-81-45100-7001	MidValley Park	\$ 3,819,321.35	\$ 1,499,200.00	\$ -
47-81-45100-7003	Pioneer Park	\$ -	\$ 25,000.00	\$ -
47-81-45100-7008	Pony Express Park	\$ -	\$ 30,000.00	\$ -
47-81-45100-7021	Smith Ranch Park	\$ 40,000.00	\$ 1,000,000.00	\$ 5,000,000.00
47-81-45100-7024	Parks - Misc.	\$ 38,561.26	\$ 3,334.00	\$ -
47-81-45100-7036	City Entrance/Wayfinding Signs	\$ 20,434.40	\$ -	\$ -
47-81-45100-7042	CC Medians/Streetscapes	\$ 144,780.01	\$ -	\$ -
47-81-45100-7043	Silverlake - Woodhaven Park	\$ 931,906.76	\$ -	\$ -
47-81-45100-7044	Trails - Misc.	\$ 461.25	\$ -	\$ 500,000.00
47-81-45100-7045	Park&Recreation Grant Projects	\$ 52,220.04	\$ -	\$ -
47-81-45100-7111	Land and Rights of Way	\$ -	\$ 1,250,000.00	\$ -
45100	Parks & Recreation	\$ 5,084,413.47	\$ 3,807,534.00	\$ 6,492,991.00
45800	Library			
47-81-45800-7211	Library Capital Project	\$ 36,822.93	\$ -	\$ -
45800	Library	\$ 36,822.93	\$ -	\$ -
48700	Fund Reserve			
47-99-48700-9499	Fund Balance Appropriation	\$ -	\$ -	\$ 3,578,295.00
48700	Fund Reserve	\$ -	\$ -	\$ 3,578,295.00
	Expense	\$ 7,146,714.24	\$ 13,143,534.00	\$ 14,122,386.00
47	Capital Projects General Fund	\$ (7,122,411.83)	\$ 8,908,136.00	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
51	Water Fund			
	Revenue			
	Reimbursments			
51-00-34890-0000	Reimbursement - Miscellaneous	\$ 410.22	\$ -	\$ -
51-00-34892-0000	Reimbursements-Insurance	\$ -	\$ -	\$ -
	Reimbursments	\$ 410.22	\$ -	\$ -
	Utility Revenue			
51-00-35110-0000	Utility Billing - Water	\$ 5,779,358.14	\$ 5,829,950.00	\$ 6,995,940.00
51-00-35130-0000	Hydrant Meter Revenue	\$ 37,850.32	\$ 75,000.00	\$ 75,000.00
51-00-35160-0000	Meter Fee - Water	\$ 211,030.00	\$ 175,000.00	\$ 200,000.00
51-00-35170-0000	Connection Fee - Water	\$ 721,800.00	\$ 701,400.00	\$ 701,400.00
	Utility Revenue	\$ 6,750,038.46	\$ 6,781,350.00	\$ 7,972,340.00
	Fines & Forfeitures			
51-00-36020-0000	Late/Delinquent Fees Penalties & Charges	\$ -	\$ 40,000.00	\$ 40,000.00
	Fines & Forfeitures	\$ -	\$ 40,000.00	\$ 40,000.00
	Miscellaneous Revenues			
51-00-33550-0000	CWP Development Fee	\$ 17,254,224.98	\$ 10,000,000.00	\$ 7,000,000.00
51-00-36030-0000	Revenue from Collections	\$ 121.44	\$ (3,450.26)	\$ -
51-00-36701-0000	Sunshine Contributions	\$ -	\$ -	\$ -
51-00-37010-0000	Interest Earnings	\$ 2,665.99	\$ 15,000.00	\$ 25,000.00
51-00-37020-0000	Sale of Assets	\$ -	\$ -	\$ -
51-00-37090-0000	Other Miscellaneous	\$ 1,584.30	\$ 700,000.00	\$ -
	Miscellaneous Revenues	\$ 17,258,596.71	\$ 10,711,549.74	\$ 7,025,000.00
	Interfund Transactions			
51-00-38111-0000	Due From Wtr Imp Fee Fund	\$ 4,605,503.73	\$ 3,395,069.00	\$ 7,986,023.00
51-00-38112-0000	Due From Sewer Fund	\$ -	\$ -	\$ -
51-00-38148-0000	Due From Water Cap Fac Fund	\$ -	\$ -	\$ -
	Interfund Transactions	\$ 4,605,503.73	\$ 3,395,069.00	\$ 7,986,023.00
	Special Revenues & Resources			
51-00-39710-0000	Contributions - From Developer	\$ 4,388,580.80	\$ -	\$ -
	Special Revenues & Resources	\$ 4,388,580.80	\$ -	\$ -
	Revenue	\$ 33,003,129.92	\$ 20,927,968.74	\$ 23,023,363.00
	Expense			
47100	Debt Service - Bonds			
51-71-47100-8111	Principal	\$ 360,400.00	\$ 401,100.00	\$ 423,600.00
51-71-47100-8121	Interest	\$ 155,451.45	\$ 196,456.00	\$ 212,423.00
51-71-47100-8122	Interest - S13 W&S	\$ 80,872.25	\$ -	\$ -
51-71-47100-8151	Paying Agent Fee	\$ 4,222.00	\$ 5,000.00	\$ 5,500.00
47100	Debt Service - Bonds	\$ 600,945.70	\$ 602,556.00	\$ 641,523.00
48000	Transfers & Other Uses			
51-61-48000-9110	Due To General Fund	\$ 535,272.00	\$ 577,302.00	\$ 715,705.00
51-61-48000-9154	Due To Fleet Fund	\$ 202,040.04	\$ 199,347.00	\$ 167,040.00
51-61-48000-9163	Due to UB Internal Service Fnd	\$ 105,366.96	\$ 93,761.00	\$ 99,510.00
51-61-48000-9164	Due to GIS Internal Service Fd	\$ 53,283.00	\$ 111,899.00	\$ 125,644.00
48000	Transfers & Other Uses	\$ 895,962.00	\$ 982,309.00	\$ 1,107,899.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
51000	Water Fund			
51-45-51000-1111	Salaries - Full-Time Permanent	\$ 367,742.79	\$ 408,114.00	\$ 593,097.00
51-45-51000-1112	Salaries - Part-Time Permanent	\$ 17,142.50	\$ 31,980.00	\$ 24,183.00
51-45-51000-1211	Overtime	\$ 14,308.51	\$ 20,000.00	\$ 20,000.00
51-45-51000-1300	Employee Benefits (401k & 457)	\$ 24,087.83	\$ 25,308.00	\$ 36,772.00
51-45-51000-1321	Clothing Allowance	\$ 4,200.00	\$ 4,000.00	\$ 8,000.00
51-45-51000-1511	FICA	\$ 1,040.25	\$ 1,983.00	\$ 1,499.00
51-45-51000-1512	Medicare	\$ 5,475.76	\$ 6,387.00	\$ 8,950.00
51-45-51000-1521	Retirement	\$ 68,255.24	\$ 70,512.00	\$ 81,184.00
51-45-51000-1531	State Insurance Fund	\$ 2,828.58	\$ 3,000.00	\$ 3,000.00
51-45-51000-1541	Health Insurance	\$ 89,233.45	\$ 137,239.00	\$ 183,162.00
51-45-51000-1545	Dental Insurance	\$ 8,273.92	\$ 11,804.00	\$ 14,695.00
51-45-51000-1548	Vision Insurance	\$ 1,222.87	\$ 1,988.00	\$ 2,562.00
51-45-51000-1561	Long Term Disability	\$ 1,791.99	\$ 3,538.00	\$ 3,149.00
51-45-51000-2121	Dues & Memberships	\$ 1,653.03	\$ 2,750.00	\$ 3,250.00
51-45-51000-2211	Public Notices	\$ 433.38	\$ -	\$ -
51-45-51000-2321	Travel & Training	\$ 4,650.12	\$ 7,000.00	\$ 9,000.00
51-45-51000-2369	Meetings	\$ 92.52	\$ 300.00	\$ 300.00
51-45-51000-2513	Equipment Supplies/Maintenance	\$ 194,265.42	\$ 200,000.00	\$ 250,000.00
51-45-51000-2515	Scada Maintenance & Upgrades	\$ 15,974.32	\$ 28,000.00	\$ 28,000.00
51-45-51000-2610	Building & Grounds Maintenance	\$ -	\$ 3,500.00	\$ 10,000.00
51-45-51000-3111	Utilities (Gas Electric Water	\$ 559,002.02	\$ 700,000.00	\$ 840,000.00
51-45-51000-4121	Attorney Fees	\$ 19,631.77	\$ 25,000.00	\$ 25,000.00
51-45-51000-4140	Banking Fees	\$ 37,258.40	\$ 34,000.00	\$ 40,000.00
51-45-51000-4271	Sensus Support	\$ -	\$ 36,450.00	\$ 36,450.00
51-45-51000-4320	Engineering Services	\$ 258,437.65	\$ 25,000.00	\$ 50,000.00
51-45-51000-4391	Blue Staking	\$ 9,386.65	\$ 10,000.00	\$ 10,000.00
51-45-51000-4392	Valve Maintenance	\$ 1,010.38	\$ 30,000.00	\$ 30,000.00
51-45-51000-4393	Lab Work	\$ 14,654.00	\$ 20,000.00	\$ 25,000.00
51-45-51000-4394	Collar Maintenance	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
51-45-51000-4522	CUWCD - Contracted Water	\$ -	\$ 1,500,000.00	\$ 1,700,000.00
51-45-51000-4531	Professional & Technical Servi	\$ 9,074.43	\$ 25,000.00	\$ 20,000.00
51-45-51000-4811	Equipment Rental/Lease (Non-Pu	\$ 5,625.00	\$ 7,750.00	\$ 7,750.00
51-45-51000-5311	Meters - Water - New	\$ 351,000.17	\$ 400,000.00	\$ 500,000.00
51-45-51000-5312	Meters - Water - Replacement	\$ 90,403.01	\$ 225,000.00	\$ 300,000.00
51-45-51000-5721	Chemicals & Fertilizers	\$ 16,408.88	\$ 20,000.00	\$ 20,000.00
51-45-51000-5999	Depreciation	\$ -	\$ 2,100,000.00	\$ 2,300,000.00
51-45-51000-6211	Insurance & Surety Bonds	\$ -	\$ 50,000.00	\$ 70,000.00
51-45-51000-7000	CAPITAL OUTLAY	\$ -	\$ 2,750,000.00	\$ 7,350,000.00
51-45-51000-7410	Equipment	\$ (1,442,320.00)	\$ -	\$ -
51000	Water Fund	\$ 764,244.84	\$ 8,945,603.00	\$ 14,625,003.00
51100	Water Capital Projects			
51-81-51100-7314	CWP Development Fees	\$ 22,993,188.61	\$ 10,000,000.00	\$ 7,000,000.00
51-81-51100-7321	2018 FB 3.5 MG Tank	\$ 678,389.18	\$ -	\$ -
51-81-51100-7322	2018 FB Redundant Water Line	\$ 15,255.00	\$ -	\$ -
51-81-51100-7323	2018 FB Sec. Wtr. Dist. & Pump	\$ 125,752.16	\$ 500,000.00	\$ -
51-81-51100-7327	Pole Canyon Water Project	\$ 1,782,885.72	\$ 6,806.40	\$ -
51-81-51100-7329	FB ReimbursWaterline & Road	\$ 1,959,188.74	\$ 200,000.00	\$ -
51100	Water Capital Projects	\$ 27,554,659.41	\$ 10,706,806.40	\$ 7,000,000.00
	Expense	\$ 29,815,811.95	\$ 21,237,274.40	\$ 23,374,425.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
51	Water Fund	\$ 3,187,317.97	\$ (309,305.66)	\$ (351,062.00)

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
52	Sewer Fund			
	Revenue			
	Reimbursments			
52-00-34518-0000	Dev - Sewer Pole Canyon	\$ -	\$ 61,664.00	\$ -
52-00-34890-0000	Reimbursement - Miscellaneous	\$ -	\$ -	\$ -
	Reimbursments	\$ -	\$ 61,664.00	\$ -
	Utility Revenue			
52-00-35200-0000	Utility Billing - Sewer	\$ 5,919,800.90	\$ 6,000,000.00	\$ 6,485,770.00
52-00-35270-0000	Connection Fee - Sewer	\$ 157,300.00	\$ 180,400.00	\$ 180,400.00
	Utility Revenue	\$ 6,077,100.90	\$ 6,180,400.00	\$ 6,666,170.00
	Miscellaneous Revenues			
52-00-37010-0000	Interest Earnings	\$ 7,104.02	\$ 13,000.00	\$ 25,000.00
	Miscellaneous Revenues	\$ 7,104.02	\$ 13,000.00	\$ 25,000.00
	Interfund Transactions			
52-00-38110-0000	Due From General Fund	\$ -	\$ 4,543,599.00	\$ -
52-00-38112-0000	Due From WW Impact Fee Fund	\$ 7,001,629.83	\$ 1,907,980.00	\$ 1,098,712.00
	Interfund Transactions	\$ 7,001,629.83	\$ 6,451,579.00	\$ 1,098,712.00
	Special Revenues & Resources			
52-00-39710-0000	Contributions - From Developer	\$ 20,524.68	\$ -	\$ -
	Special Revenues & Resources	\$ 20,524.68	\$ -	\$ -
	Revenue	\$ 13,106,359.43	\$ 12,706,643.00	\$ 7,789,882.00
	Expense			
47100	Debt Service - Bonds			
52-71-47100-8111	Principal	\$ 993,600.00	\$ 781,900.00	\$ 846,400.00
52-71-47100-8121	Interest	\$ 332,188.72	\$ 313,029.00	\$ 290,412.00
52-71-47100-8151	Paying Agent Fee	\$ 5,228.00	\$ 5,000.00	\$ 5,000.00
47100	Debt Service - Bonds	\$ 1,331,016.72	\$ 1,099,929.00	\$ 1,141,812.00
48000	Transfers & Other Uses			
52-61-48000-9110	Due To General Fund	\$ 521,366.04	\$ 567,172.00	\$ 703,151.00
52-61-48000-9154	Due To Fleet Fund	\$ 227,348.04	\$ 335,247.00	\$ 167,348.00
52-61-48000-9163	Due to UB Internal Service Fnd	\$ 105,366.96	\$ 93,761.00	\$ 99,510.00
52-61-48000-9164	Due to GIS Internal Service Fd	\$ 53,283.00	\$ 111,899.00	\$ 125,644.00
48000	Transfers & Other Uses	\$ 907,364.04	\$ 1,108,079.00	\$ 1,095,653.00
52000	Sewer Fund			
52-45-52000-1111	Salaries - Full-Time Permanent	\$ 289,178.97	\$ 395,768.00	\$ 397,043.00
52-45-52000-1112	Salaries - Part-Time Permanent	\$ 5,105.00	\$ -	\$ -
52-45-52000-1211	Overtime	\$ 20,725.72	\$ 70,000.00	\$ 6,000.00
52-45-52000-1300	Employee Benefits (401k & 457)	\$ 14,143.87	\$ 24,542.00	\$ 24,616.00
52-45-52000-1321	Clothing Allowance	\$ 1,600.00	\$ 3,050.00	\$ 3,750.00
52-45-52000-1511	FICA	\$ 640.88	\$ -	\$ -
52-45-52000-1512	Medicare	\$ 4,239.87	\$ 5,742.00	\$ 5,757.00
52-45-52000-1521	Retirement	\$ 54,797.24	\$ 69,444.00	\$ 49,368.00
52-45-52000-1531	State Insurance Fund	\$ 1,736.96	\$ 3,000.00	\$ 3,000.00
52-45-52000-1541	Health Insurance	\$ 90,018.79	\$ 136,445.00	\$ 136,155.00
52-45-52000-1545	Dental Insurance	\$ 7,100.46	\$ 10,425.00	\$ 10,406.00
52-45-52000-1548	Vision Insurance	\$ 1,258.87	\$ 1,914.00	\$ 1,819.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
52-45-52000-1561	Long Term Disability	\$ 1,370.85	\$ 3,145.00	\$ 2,460.00
52-45-52000-2121	Dues & Memberships	\$ 2,350.02	\$ 1,260.00	\$ 1,260.00
52-45-52000-2321	Travel & Training	\$ 864.00	\$ 11,700.00	\$ 10,500.00
52-45-52000-2369	Meetings	\$ -	\$ 300.00	\$ 300.00
52-45-52000-2513	Equipment Supplies/Maintenance	\$ 300,848.85	\$ 360,000.00	\$ 242,000.00
52-45-52000-2515	Scada Maintenance & Upgrades	\$ 5,033.02	\$ 20,000.00	\$ 30,000.00
52-45-52000-2516	Pre-Treatment Program	\$ -	\$ 10,000.00	\$ 10,000.00
52-45-52000-2517	Bio Solids Disposal	\$ 23,936.86	\$ 30,000.00	\$ 76,000.00
52-45-52000-2610	Building & Grounds Maintenance	\$ -	\$ 5,000.00	\$ 14,000.00
52-45-52000-3111	Utilities (Gas Electric Water	\$ 270,766.71	\$ 280,000.00	\$ 324,000.00
52-45-52000-4121	Attorney Fees	\$ 792.00	\$ 10,000.00	\$ 15,000.00
52-45-52000-4140	Banking Fees	\$ 37,164.24	\$ 34,000.00	\$ 34,000.00
52-45-52000-4320	Engineering Services	\$ 17,661.00	\$ 60,000.00	\$ 25,000.00
52-45-52000-4391	Blue Staking	\$ 11,020.37	\$ 10,000.00	\$ 10,000.00
52-45-52000-4393	Lab Work	\$ 33,914.20	\$ 45,000.00	\$ 65,000.00
52-45-52000-4394	Collar Maintenance	\$ 17,785.00	\$ 20,000.00	\$ 20,000.00
52-45-52000-4531	Professional & Technical Servi	\$ 68,229.00	\$ 80,000.00	\$ 136,000.00
52-45-52000-4581	TSSD Services	\$ 1,337,059.84	\$ 1,250,000.00	\$ 1,250,000.00
52-45-52000-4811	Equipment Rental/Lease (Non-Pu	\$ 50,690.66	\$ 7,750.00	\$ 7,750.00
52-45-52000-5721	Chemicals & Fertilizers	\$ -	\$ -	\$ 112,000.00
52-45-52000-5999	Depreciation	\$ -	\$ 1,600,000.00	\$ 1,600,000.00
52-45-52000-6211	Insurance & Surety Bonds	\$ -	\$ 58,000.00	\$ 58,000.00
52-45-52000-7000	CAPITAL OUTLAY	\$ 577,326.03	\$ 70,000.00	\$ -
52-45-52000-7211	Buildings & Bld. Improvements	\$ 5,268.00	\$ -	\$ 150,000.00
52-45-52000-7410	Equipment	\$ -	\$ -	\$ 80,000.00
52000	Sewer Fund	\$ 3,252,627.28	\$ 4,686,485.00	\$ 4,911,184.00
52100	Sewer Capital Projects			
52-81-52100-7302	2018 FB Reuse Storage Ponds	\$ 11,939.69	\$ -	\$ -
52-81-52100-7303	Pole Canyon Line Extension	\$ 602,988.00	\$ -	\$ -
52-81-52100-7306	Waste Water Treatment Facility	\$ 5,227,779.90	\$ 6,650,000.00	\$ -
52100	Sewer Capital Projects	\$ 5,842,707.59	\$ 6,650,000.00	\$ -
	Expense	\$ 11,333,715.63	\$ 13,544,493.00	\$ 7,148,649.00
52	Sewer Fund	\$ 1,772,643.80	\$ (837,850.00)	\$ 641,233.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
54	Fleet Fund			
	Revenue			
	Miscellaneous Revenues			
54-00-37010-0000	Interest Earnings	\$ 1,240.10	\$ -	\$ -
54-00-37020-0000	Sale of Vehicles	\$ 76,016.00	\$ -	\$ -
54-00-37142-0000	Insurance Reimbursements	\$ 117,763.38	\$ 47,649.00	\$ -
	Miscellaneous Revenues	\$ 195,019.48	\$ 47,649.00	\$ -
	Interfund Transactions			
54-00-38110-0000	Due From General Fund	\$ 733,540.95	\$ 658,843.00	\$ 537,541.00
54-00-38151-0000	Due From Water Fund	\$ 202,040.04	\$ 199,347.00	\$ 167,040.00
54-00-38152-0000	Due From Sewer Fund	\$ 227,348.04	\$ 335,247.00	\$ 167,348.00
54-00-38159-0000	Due From Storm Drain Fund	\$ 84,171.00	\$ 91,536.00	\$ 84,171.00
	Interfund Transactions	\$ 1,247,100.03	\$ 1,284,973.00	\$ 956,100.00
	Revenue	\$ 1,442,119.51	\$ 1,332,622.00	\$ 956,100.00
	Expense			
54000	Fleet Fund			
54-45-54000-1111	Salaries - Full Time Permanent	\$ 52,143.90	\$ 70,684.00	\$ 103,947.00
54-45-54000-1300	Employee Benefits (401k & 457)	\$ 2,432.31	\$ 4,383.00	\$ 6,445.00
54-45-54000-1321	Clothing Allowance	\$ -	\$ 150.00	\$ 350.00
54-45-54000-1512	Medicare	\$ 708.96	\$ 1,026.00	\$ 1,505.00
54-45-54000-1521	Retirement	\$ 9,095.68	\$ 12,513.00	\$ 14,190.00
54-45-54000-1541	Health Insurance	\$ 12,065.13	\$ 22,038.00	\$ 32,120.00
54-45-54000-1545	Dental Insurance	\$ 971.09	\$ 1,724.00	\$ 2,534.00
54-45-54000-1548	Vision Insurance	\$ 172.06	\$ 314.00	\$ 438.00
54-45-54000-1561	Long Term Disability	\$ 245.98	\$ 492.00	\$ 535.00
54-45-54000-2513	Equipment Supplies/Maintenance	\$ -	\$ -	\$ 5,000.00
54-45-54000-2521	Fleet Vehicle Fuel	\$ 114,381.15	\$ 180,000.00	\$ 170,000.00
54-45-54000-2522	Vehicle Maintenance	\$ 124,643.37	\$ 85,000.00	\$ 100,000.00
54-45-54000-4531	Professional & Technical Servi	\$ 16,702.08	\$ 12,000.00	\$ 17,000.00
54-45-54000-5999	Depreciation	\$ -	\$ 400,000.00	\$ 400,000.00
54-45-54000-7000	Capital Outlay	\$ 9,628.64	\$ -	\$ -
54-45-54000-7421	Vehicle Purchase	\$ 937,382.86	\$ 747,358.00	\$ 288,000.00
54-45-54000-8211	Lease Purchase	\$ -	\$ -	\$ 60,263.00
54000	Fleet Fund	\$ 1,280,573.21	\$ 1,537,682.00	\$ 1,202,327.00
	Expense	\$ 1,280,573.21	\$ 1,537,682.00	\$ 1,202,327.00
54	Fleet Fund	\$ 161,546.30	\$ (205,060.00)	\$ (246,227.00)

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
57	Solid Waste Fund			
57	Solid Waste Fund			
	Revenue			
	Utility Revenue			
57-00-35700-0000	Utility Billing - Garbage	\$ 2,089,802.71	\$ 2,173,000.00	\$ 2,238,000.00
57-00-35701-0000	Green Waste Universe	\$ -	\$ -	\$ 25,000.00
57-00-35705-0000	Garbage Fuel Surcharge	\$ 1.59	\$ -	\$ -
	Utility Revenue	\$ 2,089,804.30	\$ 2,173,000.00	\$ 2,263,000.00
	Miscellaneous Revenues			
57-00-37010-0000	Interest Earnings	\$ 1,027.84	\$ -	\$ -
	Miscellaneous Revenues	\$ 1,027.84	\$ -	\$ -
	Revenue	\$ 2,090,832.14	\$ 2,173,000.00	\$ 2,263,000.00
	Expense			
48000	Transfers & Other Uses			
57-61-48000-9110	Due To General Fund (Admn Chrg	\$ 72,842.04	\$ 104,387.00	\$ 110,530.00
57-61-48000-9163	Due to UB Internal Service Fnd	\$ 54,710.04	\$ 48,683.00	\$ 51,669.00
48000	Transfers & Other Uses	\$ 127,552.08	\$ 153,070.00	\$ 162,199.00
57000	Solid Waste Fund			
57-45-57000-4140	Banking Fees	\$ 6,092.51	\$ 6,000.00	\$ 6,500.00
57-45-57000-4585	Code Enforcement Cleanup	\$ 1,032.17	\$ 50,000.00	\$ 50,000.00
57-45-57000-4586	City Clean Up Projects	\$ 22,329.70	\$ 50,000.00	\$ 50,000.00
57-45-57000-5638	Glass Recycling Program	\$ -	\$ 7,500.00	\$ 7,500.00
57-45-57000-5639	Green Waste Program	\$ -	\$ -	\$ 50,000.00
57-45-57000-5640	Solid Waste Contract	\$ 1,345,024.16	\$ 1,655,000.00	\$ 1,815,400.00
57-45-57000-6810	Dump Passes	\$ 20,839.00	\$ 21,000.00	\$ 35,000.00
57-45-57000-7000	Capital Outlay	\$ 38,730.00	\$ -	\$ -
57000	Solid Waste Fund	\$ 1,434,047.54	\$ 1,789,500.00	\$ 2,014,400.00
	Expense	\$ 1,561,599.62	\$ 1,942,570.00	\$ 2,176,599.00
57	Solid Waste Fund	\$ 529,232.52	\$ 230,430.00	\$ 86,401.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
59	Storm Drain Fund			
	Revenue			
	Utility Revenue			
59-00-35900-0000	Utility Billing - Storm Drain	\$ 762,090.35	\$ 775,733.00	\$ 1,240,000.00
	Utility Revenue	\$ 762,090.35	\$ 775,733.00	\$ 1,240,000.00
	Fines & Forfeitures			
59-00-36020-0000	Late/Delinquent Fees Penalties	\$ -	\$ -	\$ 6,000.00
	Fines & Forfeitures	\$ -	\$ -	\$ 6,000.00
	Miscellaneous Revenues			
59-00-37010-0000	Interest Earnings	\$ 164.18	\$ -	\$ -
	Miscellaneous Revenues	\$ 164.18	\$ -	\$ -
	Revenue	\$ 762,254.53	\$ 775,733.00	\$ 1,246,000.00
	Expense			
48000	Transfers & Other Uses			
59-61-48000-9110	Due To General Fund (Admn Chrg	\$ 76,068.96	\$ 92,152.00	\$ 110,062.00
59-61-48000-9154	Due To Fleet Fund	\$ 84,171.00	\$ 91,536.00	\$ 84,171.00
59-61-48000-9163	Due to UB Internal Service Fnd	\$ 24,026.04	\$ 21,380.00	\$ 22,691.00
59-61-48000-9164	Due to GIS Internal Service Fd	\$ 23,634.00	\$ 49,633.00	\$ 55,760.00
48000	Transfers & Other Uses	\$ 207,900.00	\$ 254,701.00	\$ 272,684.00
59000	Storm Drain Fund			
59-45-59000-1111	Salaries - Full-Time Permanent	\$ 191,718.04	\$ 187,299.00	\$ 177,307.00
59-45-59000-1112	Salaries - Part-Time Permanent	\$ -	\$ 12,480.00	\$ -
59-45-59000-1211	Overtime	\$ 8,087.79	\$ 5,000.00	\$ 5,000.00
59-45-59000-1300	Employee Benefits (401K & 457)	\$ 13,300.84	\$ 11,616.00	\$ 10,993.00
59-45-59000-1321	Clothing Allowance	\$ 1,200.00	\$ 1,300.00	\$ 1,350.00
59-45-59000-1511	FICA	\$ -	\$ 774.00	\$ -
59-45-59000-1512	Medicare	\$ 2,765.71	\$ 2,899.00	\$ 2,570.00
59-45-59000-1521	Retirement	\$ 34,709.61	\$ 32,744.00	\$ 29,229.00
59-45-59000-1531	State Insurance Fund	\$ 943.14	\$ 1,000.00	\$ 1,000.00
59-45-59000-1541	Health Insurance	\$ 53,756.07	\$ 48,163.00	\$ 56,335.00
59-45-59000-1545	Dental Insurance	\$ 4,102.29	\$ 3,309.00	\$ 4,182.00
59-45-59000-1548	Vision Insurance	\$ 728.50	\$ 635.00	\$ 739.00
59-45-59000-1561	Long Term Disability	\$ 822.38	\$ 1,683.00	\$ 1,123.00
59-45-59000-2121	Dues & Memberships	\$ 6,034.00	\$ 6,000.00	\$ 6,150.00
59-45-59000-2321	Travel & Training	\$ 655.00	\$ 2,375.00	\$ 5,225.00
59-45-59000-2369	Meetings	\$ 48.26	\$ 50.00	\$ 50.00
59-45-59000-2513	Equipment Supplies/Maintenance	\$ 15,714.27	\$ 22,500.00	\$ 22,500.00
59-45-59000-2514	Stormdrain Maintenance	\$ 13,821.06	\$ 30,000.00	\$ 30,000.00
59-45-59000-2520	Public Education & Outreach	\$ -	\$ 2,500.00	\$ 2,500.00
59-45-59000-3111	Utilities	\$ 3,066.18	\$ 3,000.00	\$ 3,600.00
59-45-59000-4121	Attorney Fees	\$ -	\$ 1,000.00	\$ 1,000.00
59-45-59000-4140	Banking Fees	\$ 4,264.75	\$ 3,700.00	\$ 3,700.00
59-45-59000-4394	Collar Maintenance	\$ -	\$ 5,000.00	\$ 5,000.00
59-45-59000-4531	Professional & Technical Servi	\$ 500.00	\$ 5,000.00	\$ 5,000.00
59-45-59000-4811	Equipment Rental/Lease (Non-Pu	\$ 10,605.50	\$ 17,500.00	\$ 17,500.00
59-45-59000-5731	Street Sweeping	\$ 7,721.64	\$ -	\$ -
59-45-59000-5999	Depreciation	\$ -	\$ 470,000.00	\$ 470,000.00
59-45-59000-6211	Insurance & Surety Bonds	\$ -	\$ 8,500.00	\$ 8,500.00
59-45-59000-7000	Capital Outlay	\$ -	\$ 20,000.00	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
59-45-59000-7410	Equipment	\$ -	\$ -	\$ 40,000.00
59000	Storm Drain Fund	\$ 374,565.03	\$ 906,027.00	\$ 910,553.00
	Expense	\$ 582,465.03	\$ 1,160,728.00	\$ 1,183,237.00
59	Storm Drain Fund	\$ 179,789.50	\$ (384,995.00)	\$ 62,763.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
62	Cemetery Fund			
	Revenue			
	Cemetery Revenue			
62-00-33200-0000	Burial Plot Sales	\$ 62,500.00	\$ 50,000.00	\$ 50,000.00
62-00-33201-0000	Burial Plot Opening/Closing	\$ 12,500.00	\$ 15,000.00	\$ 13,000.00
62-00-33202-0000	Headstone Inspections	\$ 805.00	\$ 500.00	\$ 500.00
62-00-33203-0000	Xfr of Ownership Fee-Cemetery	\$ -	\$ -	\$ -
	Cemetery Revenue	\$ 75,805.00	\$ 65,500.00	\$ 63,500.00
	Revenue	\$ 75,805.00	\$ 65,500.00	\$ 63,500.00
	Expense			
62000	Cemetery			
62-49-62000-1111	Salaries - Full-Time Permanent	\$ 3,209.15	\$ 3,300.00	\$ 4,301.00
62-49-62000-1211	Overtime	\$ 9.12	\$ 20.00	\$ -
62-49-62000-1300	Employee Benefits (401k & 457)	\$ 190.04	\$ 211.00	\$ 268.00
62-49-62000-1321	Clothing Allowance	\$ -	\$ 17.00	\$ -
62-49-62000-1512	Medicare	\$ 44.55	\$ 51.00	\$ 63.00
62-49-62000-1521	Retirement	\$ 570.51	\$ 642.00	\$ 753.00
62-49-62000-1541	Health Insurance	\$ 592.18	\$ 745.00	\$ 791.00
62-49-62000-1545	Dental Insurance	\$ 49.59	\$ 63.00	\$ 66.00
62-49-62000-1548	Vision Insurance	\$ 8.84	\$ 12.00	\$ 12.00
62-49-62000-1561	Long Term Disability	\$ 15.35	\$ 25.00	\$ 26.00
62-49-62000-2321	Travel & Training	\$ -	\$ 1,150.00	\$ 1,800.00
62-49-62000-2513	Equipment Supplies/Maintenance	\$ 3,280.87	\$ 5,000.00	\$ 5,000.00
62-49-62000-4531	Professional & Technical Servi	\$ 5,803.65	\$ 7,000.00	\$ 11,600.00
62-49-62000-5002	Special Department Supplies	\$ 577.20	\$ 1,000.00	\$ 2,000.00
62-49-62000-5410	Landscape Maintenance	\$ 422.19	\$ 3,000.00	\$ 3,000.00
62-49-62000-7000	Capital Outlay	\$ -	\$ 30,000.00	\$ -
62000	Cemetery	\$ 14,773.24	\$ 52,236.00	\$ 29,680.00
	Expense	\$ 14,773.24	\$ 52,236.00	\$ 29,680.00
62	Cemetery Fund	\$ 61,031.76	\$ 13,264.00	\$ 33,820.00

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
63	Utility Billing Fund			
	Revenue			
	Interfund Transactions			
63-00-38151-0000	Due From Water Fund	\$ 105,366.96	\$ 93,761.00	\$ 99,510.00
63-00-38152-0000	Due From Sewer Fund	\$ 105,366.96	\$ 93,761.00	\$ 99,510.00
63-00-38157-0000	Due From Solid Waste Fund	\$ 54,710.04	\$ 48,683.00	\$ 51,669.00
63-00-38159-0000	Due From Storm Drain Fund	\$ 24,026.04	\$ 21,379.00	\$ 22,691.00
	Interfund Transactions	\$ 289,470.00	\$ 257,584.00	\$ 273,380.00
	Revenue	\$ 289,470.00	\$ 257,584.00	\$ 273,380.00
	Expense			
63000	Utility Billing			
63-43-63000-1111	Salaries - Full-Time Permanent	\$ 68,105.83	\$ 76,056.00	\$ 77,521.00
63-43-63000-1112	Salaries - Part-Time Permanent	\$ 60,593.08	\$ 52,000.00	\$ 60,632.00
63-43-63000-1211	Overtime	\$ 1,513.49	\$ 1,000.00	\$ 1,000.00
63-43-63000-1300	Employee Benefits (401K & 457)	\$ 6,172.42	\$ 4,716.00	\$ 4,807.00
63-43-63000-1321	Clothing Allowance	\$ -	\$ 500.00	\$ 500.00
63-43-63000-1511	FICA	\$ 3,095.28	\$ 3,225.00	\$ 3,758.00
63-43-63000-1512	Medicare	\$ 1,812.29	\$ 1,860.00	\$ 2,004.00
63-43-63000-1521	Retirement	\$ 12,286.18	\$ 12,695.00	\$ 7,752.00
63-43-63000-1531	State Insurance Fund	\$ 2,071.94	\$ -	\$ 2,000.00
63-43-63000-1541	Health Insurance	\$ 10,263.12	\$ 10,778.00	\$ 19,218.00
63-43-63000-1545	Dental Insurance	\$ 550.06	\$ 720.00	\$ 810.00
63-43-63000-1548	Vision Insurance	\$ 62.58	\$ 148.00	\$ 156.00
63-43-63000-1561	Long Term Disability	\$ 405.15	\$ 786.00	\$ 622.00
63-43-63000-2321	Travel & Training	\$ -	\$ 1,500.00	\$ 2,500.00
63-43-63000-2369	Meetings	\$ 481.51	\$ 500.00	\$ 500.00
63-43-63000-4121	Attorney Fees	\$ 2,147.96	\$ 6,500.00	\$ 3,000.00
63-43-63000-4541	UtilityBill Mailing/Printiing	\$ 60,062.81	\$ 75,000.00	\$ 80,000.00
63-43-63000-5999	Depreciation	\$ -	\$ 3,000.00	\$ -
63-43-63000-6820	Deployed Military Abatement	\$ 3,225.00	\$ 6,600.00	\$ 6,600.00
63000	Utility Billing	\$ 232,848.70	\$ 257,584.00	\$ 273,380.00
	Expense	\$ 232,848.70	\$ 257,584.00	\$ 273,380.00
63	Utility Billing Fund	\$ 56,621.30	\$ -	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
64	GIS Fund			
	Revenue			
	Interfund Transactions			
64-00-38151-0000	Due From Water Fund	\$ 53,283.00	\$ 111,900.00	\$ 125,644.00
64-00-38152-0000	Due From Sewer Fund	\$ 53,283.00	\$ 111,899.00	\$ 125,644.00
64-00-38157-0000	Due From Solid Waste Fund	\$ -	\$ -	\$ -
64-00-38159-0000	Due From Storm Drain Fund	\$ 23,634.00	\$ 49,633.00	\$ 55,761.00
	Interfund Transactions	\$ 130,200.00	\$ 273,432.00	\$ 307,049.00
	Revenue	\$ 130,200.00	\$ 273,432.00	\$ 307,049.00
	Expense			
64000	GIS			
64-46-64000-1111	Salaries - Full-Time Permanent	\$ 47,632.52	\$ 61,059.00	\$ 105,780.00
64-46-64000-1112	Salaries - PT/Temporary	\$ 11,661.00	\$ 18,044.00	\$ 34,516.00
64-46-64000-1211	Overtime	\$ 229.13	\$ -	\$ -
64-46-64000-1300	Employee Benefits (401K & 457)	\$ 2,083.91	\$ 3,787.00	\$ 6,559.00
64-46-64000-1321	Clothing Allowance	\$ -	\$ 200.00	\$ 300.00
64-46-64000-1511	FICA	\$ 809.62	\$ 1,120.00	\$ 2,140.00
64-46-64000-1512	Medicare	\$ 813.62	\$ 1,149.00	\$ 2,035.00
64-46-64000-1521	Retirement	\$ 6,885.03	\$ 10,192.00	\$ 11,481.00
64-46-64000-1531	State Insurance Fund	\$ 396.87	\$ -	\$ 800.00
64-46-64000-1541	Health Insurance	\$ 17,307.28	\$ 26,445.00	\$ 36,708.00
64-46-64000-1545	Dental Insurance	\$ 1,422.10	\$ 2,069.00	\$ 2,895.00
64-46-64000-1548	Vision Insurance	\$ 250.32	\$ 377.00	\$ 501.00
64-46-64000-1561	Long Term Disability	\$ 197.98	\$ 599.00	\$ 370.00
64-46-64000-2321	Travel & Training	\$ -	\$ 4,700.00	\$ 7,900.00
64-46-64000-4211	Computer Network & Data Proces	\$ 36,652.48	\$ 36,700.00	\$ 38,064.00
64-46-64000-4531	Professional & Technical Servi	\$ -	\$ 100,000.00	\$ 50,000.00
64-46-64000-5999	Depreciation	\$ -	\$ 7,000.00	\$ 7,000.00
64000	GIS	\$ 126,341.86	\$ 273,441.00	\$ 307,049.00
	Expense	\$ 126,341.86	\$ 273,441.00	\$ 307,049.00
64	GIS Fund	\$ 3,858.14	\$ (9.00)	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
72	AA 2013-1 Fund			
	Revenue			
	Miscellaneous Revenues			
72-00-37010-0000	Interest Earnings	\$ 1,164.68	\$ -	\$ -
72-00-37090-0000	Other Miscellaneous	\$ -	\$ -	\$ -
	Miscellaneous Revenues	\$ 1,164.68	\$ -	\$ -
	Special Revenues & Resources			
72-00-34311-0000	Assessments - Collected	\$ 228,219.08	\$ 126,750.00	\$ 62,500.00
	Special Revenues & Resources	\$ 228,219.08	\$ 126,750.00	\$ 62,500.00
	Revenue	\$ 229,383.76	\$ 126,750.00	\$ 62,500.00
	Expense			
47172	Debt Service - 2013-1 AA			
72-71-47172-4140	Banking Fees	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
72-71-47172-8111	Principal	\$ 120,000.00	\$ 55,000.00	\$ 30,000.00
72-71-47172-8121	Interest	\$ 34,475.00	\$ 45,000.00	\$ 20,750.00
72-71-47172-8151	Paying Agent Fee	\$ 2,975.00	\$ 5,000.00	\$ 5,000.00
72-71-47172-9110	Due To General Fund (Admn Chrg	\$ -	\$ 20,000.00	\$ 5,000.00
47172	Debt Service - 2013-1 AA	\$ 159,200.00	\$ 126,750.00	\$ 62,500.00
72000	AA 2013-1 Expenditures			
	Expense	\$ 159,200.00	\$ 126,750.00	\$ 62,500.00
72	AA 2013-1 Fund	\$ 70,183.76	\$ -	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
80	Eagle Mountain RDA			
	Revenue			
	Property Taxes			
80-00-31109-0000	EDA 2012-1 Property Tax	\$ 185,271.83	\$ 242,854.00	\$ 185,272.00
80-00-31110-0000	Parkside CDA Property Tax	\$ 19,418.46	\$ 18,567.00	\$ 20,085.00
80-00-31111-0000	Sweetwater CRA Property Tax	\$ -	\$ 2,757,654.00	\$ 7,537,050.00
80-00-31112-0000	Pole Canyon CRA 38 Property Tx	\$ -	\$ 568.00	\$ -
80-00-31113-0000	Pole Canyon CRA 53 Property Tx	\$ -	\$ 275,914.00	\$ -
	Property Taxes	\$ 204,690.29	\$ 3,295,557.00	\$ 7,742,407.00
	Interfund Transactions			
80-00-38110-0000	Due From General Fund	\$ -	\$ -	\$ 600,000.00
	Interfund Transactions	\$ -	\$ -	\$ 600,000.00
	Revenue	\$ 204,690.29	\$ 3,295,557.00	\$ 8,342,407.00
	Expense			
48000	Transfers & Other Uses			
80-61-48000-9110	Due to General Fund- AdminChrg	\$ 22,228.60	\$ 15,268.00	\$ 15,268.00
48000	Transfers & Other Uses	\$ 22,228.60	\$ 15,268.00	\$ 15,268.00
80000	Eagle Mountain RDA			
80-47-80000-4320	RDA Consulting Services	\$ 4,900.00	\$ 15,000.00	\$ -
80-47-80000-6450	Parkside CDA TIF Reimbursement	\$ 18,447.54	\$ 17,630.00	\$ 19,081.00
80-47-80000-6451	EDA 2012-1 TIF Reimbursement	\$ 176,008.24	\$ 180,437.00	\$ 176,008.00
80-47-80000-6452	Sweetwater CRA Expenditures	\$ -	\$ 3,067,222.00	\$ 7,378,345.00
80-47-80000-6453	Swtwtr CRA Housing Requirments	\$ -	\$ -	\$ 753,705.00
80000	Eagle Mountain RDA	\$ 199,355.78	\$ 3,280,289.00	\$ 8,327,139.00
	Expense	\$ 221,584.38	\$ 3,295,557.00	\$ 8,342,407.00
80	Eagle Mountain RDA	\$ (16,894.09)	\$ -	\$ -

Account Number	Description	2021 Actual	Current Year Estimate	2023 Proposed
Revenue Total		\$ 96,156,678.93	\$ 119,803,436.74	\$ 109,673,281.00
Expense Total		\$ 81,139,912.44	\$ 108,918,216.40	\$ 111,369,702.00
Grand Total		\$ 15,016,766.49	\$ 10,885,220.34	\$ (1,696,421.00)



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 17, 2022**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 8.20 Fireworks.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE Citywide	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Jeremy Cook

RECOMMENDATION:

Staff recommends that the City Council adopt and ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 8.20 Fireworks.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 8.20 Fireworks](#)

ORDINANCE NO. O-_____ - 2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
AMENDING EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 8.20 FIREWORKS**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend and replace Eagle Mountain Municipal Code, Chapter 8.20 Fireworks, 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 hearing and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 8.20 Fireworks.
2. An amendment to Chapter 8.20 amending and replacing it in its entirety Chapter 8.20 with the new Chapter 8.20 described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this _____ day of May, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
Eagle Mountain City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah, on this 17th day of May, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

8.20.010 Firework time and date restrictions.

8.20.020 Additional restrictions.

8.20.030 Penalty for violation.

8.20.040 Civil liability.

8.20.010 Firework time and date restrictions.

In accordance with Utah Code Section 53-7-225, the discharge of class C common state approved explosives (fireworks) is prohibited at all times except the following:

(a) between the hours of 11 a.m. and 11 p.m., except that on July 4 and July 24, the hours are 11 a.m. to midnight:

- (i) beginning on July 2 and ending on July 5; and
- (ii) beginning on July 22 and ending on July 25;

(b) (i) beginning at 11 a.m. on December 31 and ending at 1 a.m. on the following day; or

(ii) if New Year's eve is on a Sunday, then at the same times on that prior Saturday; and

(c) beginning at 11 a.m. on the Chinese New Year's eve and ending at 1 a.m. on the following day.

8.20.020 Additional restrictions.

In accordance with Utah Code Section 53-7-225, the City Council may by resolution designate certain areas within the City where fireworks are prohibited or impose other restrictions on the discharge of fireworks.

8.20.030 Penalty for violation.

A person is guilty of an infraction, punishable by a fine of up to \$1,000, if the person discharges fireworks outside the legal discharge dates and times or in an area where fireworks are prohibited.

8.20.040 Civil liability.

A. An individual who negligently, recklessly, or intentionally causes or spreads a fire through discharge of a class C explosive is liable for the cost of suppressing that fire and any damages the fire causes.

B. If the individual described in Subsection A is a minor, the parent or legal guardian having legal custody of the minor is liable for the costs and damages for which the minor is liable under this section.

C. Discharging a class C explosive in an area in which fireworks are prohibited or in violation of other restrictions adopted in accordance with Section 8.20.030 constitutes the negligent, reckless, or intentional conduct described in Subsection A.

EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through March 2022

GENERAL FUND

General Fund Revenues

Budget:	\$ 18,619,229
Revenue Collected to Date:	\$ 17,109,511
Percent of Total Budget Collected:	92%
Percent of Year Completed:	75%



Revenue Analysis

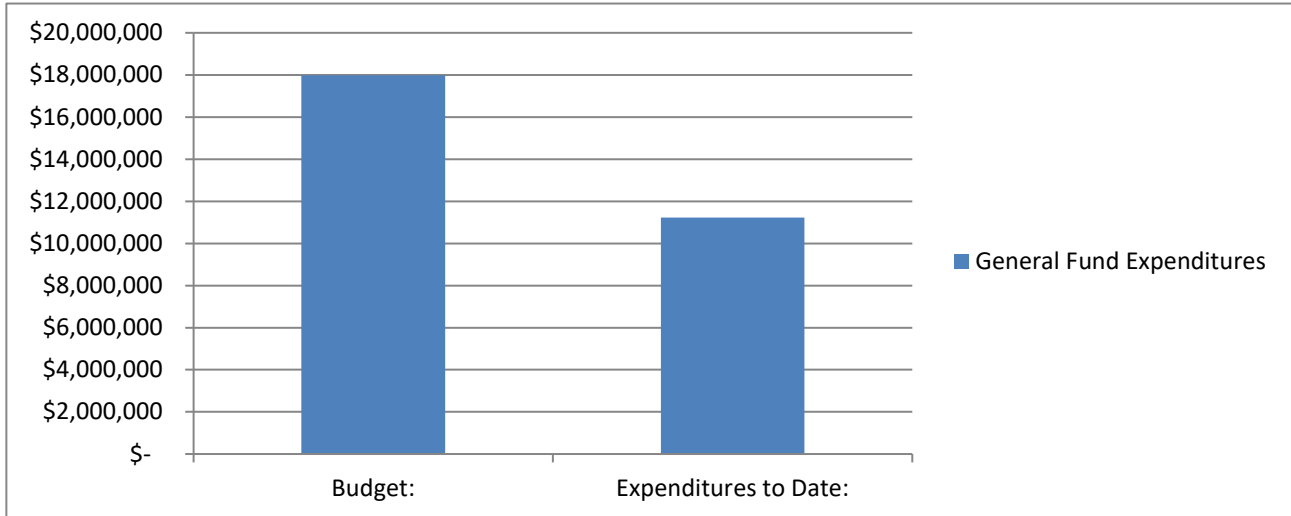
Major Revenue Sources	Budget	To Date	% Collected
Property Taxes:	\$ 2,160,000	\$ 2,178,869	100.87%
Sales and Use Tax:	\$ 7,454,969	\$ 6,675,128	89.54%
Energy Tax:	\$ 1,905,500	\$ 1,799,225	94.42%
Development:	\$ 5,648,760	\$ 4,820,182	85.33%
Class B&C Road Fund Allotment	\$ 1,450,000	\$ 1,636,107	112.83%

Note:

American Rescue Plan Act (ARPA) \$2,271,799.50

General Fund Expenditures

Budget: \$ 17,988,566
Expenditures to Date: \$ 11,225,775
Percent of Total Budget Expended: 62%
Percent of Year Completed: 75%



Expense Analysis

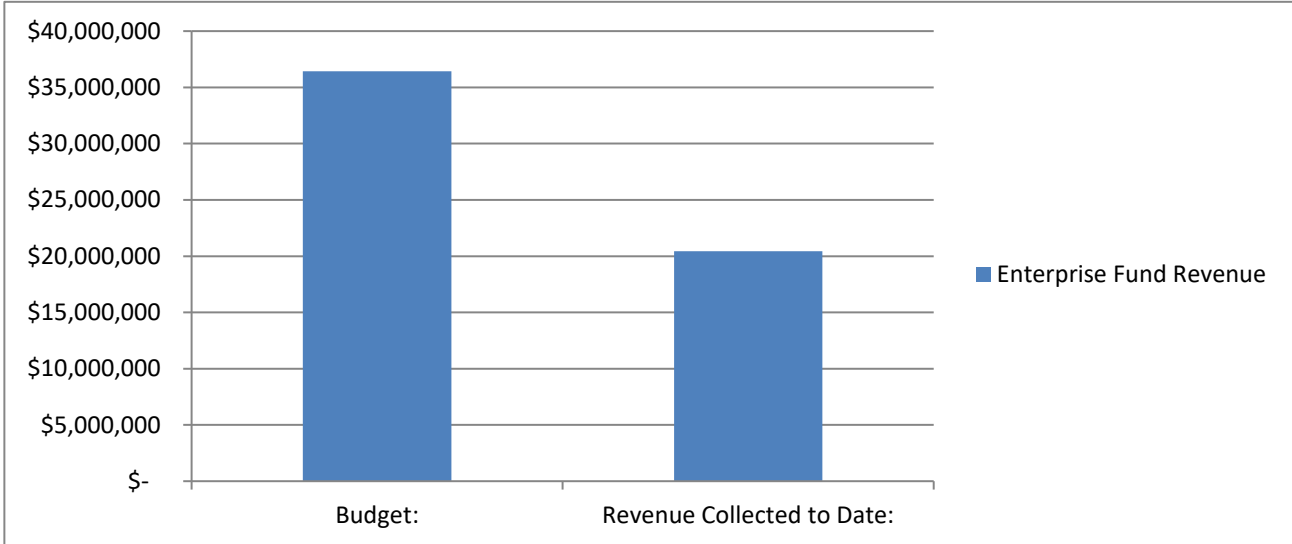
					% Yr.	
	Budget		To Date		% Expended	Completed
Sub 11 - General Administration	\$ 2,625,353	\$	1,793,973		68%	75%
Sub 18 - Community Services	\$ 1,402,137	\$	806,384		58%	75%
Sub 19 - Non-Departmental	\$ 1,820,552	\$	1,260,036		69%	75%
Sub 21 - Public Safety	\$ 4,318,534	\$	2,640,699		61%	75%
Sub 32 - Planning/Zoning	\$ 935,811	\$	371,960		40%	75%
Sub 33 - Building	\$ 1,263,068	\$	818,919		65%	75%
Sub 41 - Public Works	\$ 5,623,111	\$	3,533,803		63%	75%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 36,418,458
Revenue Collected to Date: \$ 20,429,172
Percent of Total Budget Collected: 56%
Percent of Year Completed: 75%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
Fund 51 - Water Fund	\$ 12,441,236	\$ 11,609,739	93%	75%
Fund 52 - Wastewater Fund	\$ 21,083,032	\$ 6,859,880	33%	75%
Fund 57 - Solid Waste Fund	\$ 2,128,175	\$ 1,441,263	68%	75%
Fund 59 - Storm Water Fund	\$ 766,015	\$ 518,290	68%	75%

Fund 51 - Water Fund:

Fund 52 - Wastewater Fund:

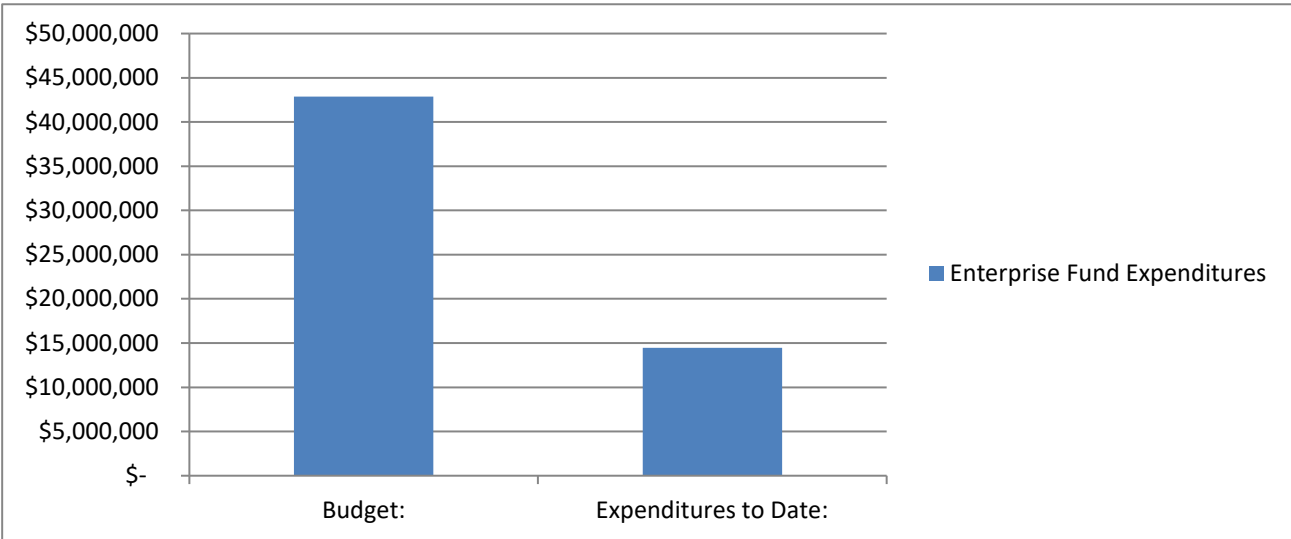
Budgeted revenue was anticipated to include \$14,000,000 in bond proceeds. Bonding is not likely going to be required in the current year.

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget: \$ 42,860,277
Expenditures to Date: \$ 14,446,144
Percent of Total Budget Expended: 34%
Percent of Year Completed: 75%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Fund 51 - Water Fund	\$ 18,718,758	\$ 3,529,333	19%	75%
Fund 52 - Wastewater Fund	\$ 20,479,993	\$ 9,337,810	46%	75%
Fund 57 - Solid Waste Fund	\$ 2,500,798	\$ 1,193,824	48%	75%
Fund 59 - Storm Water Fund	\$ 1,160,728	\$ 385,177	33%	75%

Note:

Expenditures to date trail the percent of year complete due to capital project costs that are not incurred until Spring.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 03/30/2022	Committed Balance	Available Balance	Projected Available Balance by 6/30/22**
11 - Water Impact Fee Fund	\$20,836,590	\$9,407,672	\$11,428,918	\$12,697,352
12 - Wastewater Impact Fee Fund	\$3,104,777	\$744,315	\$2,360,461	\$3,229,051
15 - Parks/Trails Impact Fee Fund	\$5,143,141	\$1,083,053	\$4,060,088	\$5,312,624
16- Public Safety Impact Fee Fund	\$29,707	\$0	\$29,707	\$37,057
17 -Stormwater Impact Fee Fund	\$2,825,992	\$49,708	\$2,776,284	\$2,964,961
18 -Transportation Impact Fee Fund	\$4,446,781	\$1,089,669	\$3,357,112	\$3,834,468

****Available balance + the average of the future facilities impact fee collected and projected out.**

***Unaudited figures - adjusting entries will be done throughout the fiscal year.**

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

7-Eleven Site Plan

Browns Meadow Preliminary Plat

Eagle Plaza (Formerly Betos) Site Plan

Mountain America Credit Union Site Plan

Code Amendments

Commercial District Node Overlay

Industrial Zone

Landscaping Timing Requirements

Multifamily Commercial Design Standards

Neighborhood Improvement Codes

Private Road Standards/Intersections

Water-wise Landscaping